



**REGULAR MEETING
AMENDED AGENDA
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
NOVEMBER 13, 2023
7:00 PM**

ZOOM MEETING INFORMATION

Members of the public may access live audio and/or video at the following

<https://us02web.zoom.us/j/86075270402>

1 312 626 6799

Webinar ID: 860 7527 0402

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

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

2. Approval of October 23, 2023 City Council Regular Meeting Minutes

BILLS PAYABLE REPORT

Invoices Paid Listing 10-18-23 to 11-8-23

UNFINISHED BUSINESS

3. Reconsideration of Ordinance 5862 regarding Olia Village to add conditions for permit issuance and to make corrections.

Summary: Staff recommends adding a condition to issuance of permits and correcting several errors in the ordinance text.



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NEW BUSINESS

- 4. Bill No. 6091- An Ordinance Revising Section 405.1070 of the Municipal Code Regarding Procedures for Consideration of Applications for Conditional Use Permits. First Reading.**

Summary: Jason Jaggi, Director of Community Development, on behalf of the City of Creve Coeur, has submitted an application for text amendments to Section 405.1070 of the Zoning Ordinance which provides the procedures for consideration of applications for Conditional Use Permits by the City Council. The amendments are proposed to refine the procedures regarding these types of applications, including additional procedures when Conditional Use Permits are disapproved by the City Council. The Planning and Zoning Commission recommended approval at the November 6, 2023 meeting.

- 5. Bill No. 6092- An Ordinance Amending the Adopted 2024 Enterprise Fund, Parks & Stormwater Fund and the General Fund Budgets of the City of Creve Coeur by Authorizing Additional Appropriations to the Enterprise and Parks & Stormwater Funds Budgets and by Transferring One (1) Part-Time Community Development Clerk Position to One (1) Full-Time Administrative Support Associate Position in the Building Department in the General Fund Budget. First Reading.**

Summary: Proposed budget revisions for approval.

- 6. Resolution No. 1685- A Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Execution of a Contract with Johnson Controls for the Replacement of the Ice Rink Munter's AC Unit for a Total Sum of \$68,704.00.**

Summary: A resolution to accept the lowest qualified bid from Johnson Controls for the replacement of the Munter's AC unit at the ice rink. The Munter's unit dehumidifies the air in the ice rink to ensure the ice is properly maintained.

- 7. Resolution No. 1686- A Resolution of the City Council of the City of Creve Coeur, Missouri, Adopting the Dr. H. Phillip Venable Memorial Park Master Plan.**

Summary: After completing an assessment of the park, engaging the residents and users of the amenities and obtaining feedback from City Council, the Parks and Historic Preservation Committee and the Planning and Zoning Commission,



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the Venable Park Master Plan is ready for adoption by City Council.

- 8. Resolution No. 1687- A Resolution of the City Council of the City of Creve Coeur, Missouri, to Authorize Execution of an Agreement with Thouvenot, Wade & Moerchen, Inc. (TWM) to Provide Professional Engineering Services related to Venable Memorial Park - Site Design for not to exceed lump sum amount of \$214,270.00.**

Summary: City staff recommends entering into a professional service agreement with TWM, to provide engineering services related to the implementation of the Venable Memorial Park Master Plan, for a lump sum amount not to exceed \$214,270.00.

APPOINTMENTS

- 9. Selection of 2023 Citizen of the Year**
10. Nominating Committee for Special Counsel

BUSINESS FROM MAYOR AND CITY COUNCIL

- 11. Council Liaison Reports**

BUSINESS FROM CITY ADMINISTRATOR

- 12. To Cancel the Second Regularly Scheduled Meeting in December 2023.**
13. Funding Request for Millennium Park Native Demonstration Garden
Summary: Team Tappmeyer leader, Claire Chosid is requesting funding to purchase plants to complete the Millennium Park Native Demonstration Garden. This is the final year of a phased 4 to 5 year clearing and planting project by the Team Tappmeyer volunteers. The Garden is located on top of the wall on the north side of the walking path near the sports fields.

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



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Attorney as provided under Section 610.021(1) RSMo. and/or personnel matters under Section 610.021(13) RSMo. And/or employee matters under Section 610.021(3) RSMo. and/or real estate matters under Section 610.021(2) or other matters as permitted by Chapter 610.

Posted 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, October 23, 2023 at 7:00 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 1 Heather Silverman
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 Joseph Martinich
Council Member, Ward 4 Dan Tierney

Staff Present: City Administrator Mark Perkins, City Attorney Carl Lumley, Director of Community Development Jason Jaggi, Director of Public Works Jim Heines, Assistant City Administrator Sharon Stott, 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 1 Silverman

SECONDER: Council Member Ward 3 Hoffman

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

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



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ANNOUNCEMENTS

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CONSENT AGENDA

RESULT: APPROVED (UNANIMOUS) MOVER: Council Member Ward 2 Greer SECONDER: Council Member Ward 1 Silverman AYES: Manlin, Greer, Hoffman, Tierney, Martinich, Carney, Neudorf, Silverman

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

- 1. Approval of October 9, 2023 City Council Joint Work Session Minutes**
- 2. Approval of October 9, 2023 City Council Regular Meeting Minutes**

BILLS PAYABLE REPORT

For Information Only: Invoices Paid Listing 10-5-23 to 10-18-23

UNFINISHED BUSINESS

- 3. Bill No. 6089- An Ordinance Authorizing a Change of Zoning from "RO" Research Office District to the Olia Village "PMD" Planned Mixed-Use Development District and Approving the Site Concept Plan and Phase One Site Development Plan for such development on the approximately 96-acre property located at 10300 Olive Boulevard. Final Reading and Passage.**

City Clerk read Bill No. 6089 for the final time.



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Council Member Silverman made a motion, seconded by Council Member Greer, to amend Bill No. 6089 to include an additional twenty feet of green space on the development side of the retaining wall along the southern end of Lots 10 and 17, the garage to be no taller than the building on Lot 1, the south side of the garage on Lot 4 to be no taller than eighty-one feet, and the building on Lot 10 to be no taller than sixty feet.

City Attorney Carl Lumley asked that the motion to amend include the revisions made to the site development plan, site concept plan, dated October 23, 2023, and Exhibit B as provided in the agenda packet. Mover and second concurred.

Chris Stritzel, of Crawford, Murphy, & Tilly Inc., made a presentation regarding site coverage requirements, plan modifications, fifty-foot buffer impacts, and updates to the tree conservation plan (See Exhibit A). Mr. Stritzel stated the presentation does not include the proposed amendments made by Council Member Silverman, which only came up in discussion a few hours prior.

Mr. Stritzel provided an overview of site coverage as it pertains to the City's code site coverage requirements and stated the plan has been revised to meet the maximum site coverage allowed of sixty percent. Mr. Stritzel stated the impervious area proposed, as part of the Metropolitan St. Louis Sewer District (MSD) permit, has been increased to sixty- one percent under a different formula to allow flexibility.

Mr. Stritzel provided an overview of plan modifications made to Lot 4, including changes made to the parking garage and revised building heights and placements. Mr. Stritzel stated plan modifications have also been made to Lots 1, 10, and 17, including reduced maximum building heights, extended buffers, and further restricted proposed uses.

Mr. Stritzel discussed the impact of increasing the buffer to fifty feet, including existing site constraints, the reduction of developable lot area, and provided an overview of direct impacts on Lots 1, 10, and 17.

Mr. Stritzel discussed tree conservation plan updates and stated the conserved tree mass areas have been increased to fifty percent in order to meet the City code and a provision has been included to require tree replacement for any individual trees of size removed over fifty percent; approximately six hundred and eight trees would be planted in Phase One.

Council Member Martinich confirmed there would be additional capacity required for



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the sanitary system. Mr. Stritzel advised some of the pipes may need upsizing and relocation and stated sanitary sewer analysis would be conducted during the MSD permitting process.

Director of Community Development Jason Jaggi provided an overview of the development standards revisions (see Exhibit B) and stated the presentation does not include the proposed amendments made by Council Member Silverman. Revisions include maximum building heights on Lots 1, 10, and 17, maximum site coverage, and required internal parking lot screening.

Mr. Jaggi mentioned the revisions made to the tree preservation plan and stated that the Council can require replacement trees for tree removal above fifty percent and such a condition has been included in the revised development standards.

Mr. Jaggi discussed the use table revisions involving research and development uses, child daycare services, eating and drinking establishments, and fitness centers.

Mr. Jaggi provided an update of the projected revenues and municipal service costs and stated the original analysis did not include the cost of trash and recycling. Mr. Jaggi stated that after including the additional cost, the revenue analysis still demonstrates revenues in excess of anticipated municipal expenditures.

Council Member Tierney confirmed trees would be planted along the streets in addition to the proposed number of non-street tree plantings throughout the site.

Council Member Martinich recommended planting the trees at different levels to increase the screening quality and the residential sound barrier.

Council Member Carney clarified the required parking lot screening would be required as site conditions allowed, and a detailed drawing would be required for the site plan review.

Council Member Manlin asked if evergreens would be mandated. To which, Mr. Jaggi stated the Council could make this a condition of the ordinance if they wanted.

Council Member Silverman revised the pending motion to amend, seconded by Council Member Martinich, to mandate the planting of evergreens along the additional twenty-foot strip. Council Member Silverman also clarified her motion to amend and stated the building on Lot 10 should not exceed 150,000 square feet.



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Mayor Hoffman stated a protest petition was received by the City and approval of the ordinance would require a two-thirds vote by the Council if the petition is valid.

Mayor Hoffman opened the floor to comments from the general public.

Emily Lohse-Busch, Executive Director of the 39 North Innovation District, spoke on behalf of 39 North in support of the proposed development and stated the project is critical to attracting new agri-food tech/plant science companies within 39 North.

Rachel Protzel, resident of 12 Spoede Woods, spoke in opposition to the proposed development and shared her concerns regarding lack of resident inclusion during the development process. Ms. Protzel asked the Council to consider delaying their final vote so additional resident concerns could be addressed.

Elizabeth David, resident of 9 Ramblewood Lane, shared her concerns regarding grading and buffers, light and noise pollution, potential impact on home values, and limited resident discussions. Ms. David asked the Council to delay their final vote.

Kara Clark, resident of 5239 Bancroft Avenue, presented an alternative site concept plan, including a mixed-use district, business/tech campus, and residential districts (see Exhibit C).

Tate Skinner, resident of 116 Saylesville Drive, spoke in support of the development.

Frank Scaduto, resident of 450 Runnymede Drive, shared his concerns regarding the proposed development and stated a resident impact study should have been conducted early in the development process. Mr. Scaduto spoke in opposition to the proposed development until resident issues and concerns are resolved.

Donna Spence, resident of 48 Country Fair Lane, spoke in support of the development and inquired about the removal of the nature trail and asked how many and where EV charging stations would be located on the development.

Steve Melnick, resident of 16 Spoede Woods, clarified that the proposed amendments should include additional green space for both Lots 10 and 17 and confirmed the amendment would include the addition of trees in front and on top of the retaining wall.

Mitch Waks, resident of 429 North Mosley, questioned the design of the proposed development.



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Sherry Wolk, resident of 20 Colonial Hills Drive, shared her concerns regarding the potential impact on schools.

Danielle Singer, resident of 6 Spoede Woods, shared her concerns regarding lack of resident inclusion during the development process and asked the Council to delay their final vote so additional resident concerns could be addressed. Ms. Singer recommended a better engagement process for resident notifications.

Patti Trout, resident of 309 South Mosley Road, stated a noise impact study should be conducted and shared her concerns regarding a potential increase in fire district taxes.

Bryan Glass, resident of 10811 Rondelay Drive, via Zoom, expressed disappointment in the development process and lack of discussion with residents.

Council Member Neudorf left the dais at 8:26 pm.

Jason Zhang, via Zoom, asked if there would be traffic calming on Olive Boulevard. To which Mr. Jaggi confirmed a traffic study had been completed. Mr. Zhang asked if the developments address the streets for pedestrians rather than prioritize vehicle traffic. Mayor Hoffman stated a Greenway connection to 39 North is being reviewed.

Mayor Hoffman entered into the record comments made by Lynn Berry, resident of 626 Graeser Road (See Exhibit D).

Council Member Neudorf returned to the dais at 8:28 pm.

Council Member Martinich asked for clarification of the proposed amendments. To which, City Attorney Carl Lumley stated the amendment includes twenty feet of green space, including the use of evergreens, on the development side of the retaining wall south of Lots 10 and 17, the garage to be no taller than the building on Lot 1, the south side of the garage on Lot 4 to be no taller than eighty-one feet, and the building on Lot 10 should be no taller than sixty feet and should not exceed its current square footage of 150,000. Mr. Lumley stated subordinate to those amendments are the revised plans dated October 23, 2023 and revisions made to Exhibit B regarding regulations and uses.



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RESULT: AMENDMENT APPROVED (UNANIMOUS)

MOVER: Council Member Ward 1 Silverman

SECONDER: Council Member Ward 2 Greer

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

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

RESULT: APPROVED BILL NO. 6089 AS AMENDED (UNANIMOUS)

MOVER: Council Member Ward 2 Greer

SECONDER: Council Member Ward 1 Silverman

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

The vote on the motion being 8 ayes and 0 nays, the petition is superseded, and motion carried. Amended Bill No. 6089 becomes Ordinance No. 5862

Mayor Hoffman thanked the residents for their input and stated only Phase One site development plan was approved. Mayor Hoffman stated every building will be evaluated for approval by the Council over the next four to five years and will include prompt community notification. Mayor Hoffman thanked the Council, staff, Mr. Jaggi, and City Planner Bethany Moore for all of their work and time dedicated to the project.

City Council took a recess at 8:33 pm and resumed the meeting at 8:37 pm.

- 4. Bill No. 6090- An Ordinance for the holding of a General Election in the City of Creve Coeur, Missouri, on the 2nd day of April, 2024, for the Election of A Mayor from the City At Large for a Full Three-Year Term, and the Election of One Council Member from Each of the Four Wards, Each for a Full Two-Year Term, and for the Conduct of Said Election by the Board of Elections of St. Louis County, Missouri, and for Other Matters Relating and Pertaining to such Election. Final Reading and Passage.**

City Clerk read Bill No. 6090 for the final time.

RESULT: APPROVED (UNANIMOUS)

MOVER: Council Member Ward 2 Greer

SECONDER: Council Member Ward 2 Carney

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



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The vote on the motion being 8 ayes and 0 nays, motion carried. Bill No. 6090 becomes Ordinance No. 5863.

NEW BUSINESS

- 5. Resolution No. 1683- A Resolution Authorizing the Execution of an Agreement between the City of Creve Coeur and Equitable for the City's Dental Insurance Plan Beginning January 1, 2024 and Ending December 31, 2024.**

City Clerk read Resolution No. 1683.

Assistant City Administrator Sharon Stott provided an overview of staff's recommendation to maintain an agreement with Equitable for dental insurance effective January 1, 2024 through December 31, 2024. Ms. Stott stated staff would revisit the premium cost share percentages during upcoming budget years to remain competitive with comparable cities.

RESULT: APPROVED (UNANIMOUS)

MOVER: Council Member Ward 2 Greer

SECONDER: Council Member Ward 2 Carney

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

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

- 6. Resolution No. 1684- A Resolution Approving an Amended Task Order Agreement with PGAV Planners for Planning and Development Financing Services.**

City Clerk read Resolution No. 1684.

City Administrator Mark Perkins provided an overview of the amended task order with PGAV Planners and stated the increased cost is due to higher than anticipated review costs which exceeded the original agreement. Mr. Perkins stated the developer is aware of the increased cost and confirmed the cost would be reimbursed by the developer.

Council Member Carney confirmed the developer has submitted their financial model to City staff and PGAV Planners for review. Mr. Perkins stated the request is still in the



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review process and will be discussed with the Council at an upcoming Work Session.

Council Member Manlin confirmed Phase One would be not be implemented until financing is finalized between the developer and the City.

Council Member Martinich confirmed the main revenue benefits from the development would come from sales and utility taxes.

Mr. Perkins thanked Director of Community Development Jason Jaggi and City Planner Bethany Moore for their outstanding work and hours spent working on the development project. Council Member Greer also thanked Mr. Jaggi for his dedication to the project.

Mr. Jaggi thanked Director of Public Works Jim Heines, Ms. Moore, Administrative Services Supervisor Megan Waller, and Mr. Perkins for their significant involvement with the project.

RESULT: APPROVED (UNANIMOUS)

MOVER: Council Member Ward 2 Greer

SECONDER: Council Member Ward 2 Carney

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

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

BUSINESS FROM MAYOR AND CITY COUNCIL

7. Council Liaison Reports

No Council Liaison Reports.

BUSINESS FROM CITY ADMINISTRATOR

8. Lake School House Building Recommendations

Director of Public Works Jim Heines provided an overview of the options available for the Lake School building as it is in need of repair due to structural issues. Options include repairing the building, dedicating and moving the building to a new location, and demolishing and removing the building. Mr. Heines stated staff reached out to various outside groups but received no initial interest in the building. Mr. Heines stated staff recommended removal of this building and added that removal



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would open up more space for parking, which will be needed with the proposed expansion of the tennis complex, additional playgrounds, and additional walking trails.

Mr. Heines stated this morning the Chesterfield Historical Society expressed interest in the building. Mr. Heines stated there is no immediate need for the removal of the building but recommended abandoning the electricity infrastructure in the building and moving it to the restroom.

Council Consensus is to wait on making a decision until the Chesterfield Historical Society confirms interest in the building and supports moving electricity infrastructure in the meantime.

9. Subdivision Trustee Meeting

City Administrator Mark Perkins provided an overview of the Subdivision Trustee Meeting that was held in January of 2023 and asked the Council if there was any feedback or suggestions for the upcoming meeting in 2024.

Council Member Tierney questioned whether or not the meeting should be open to all citizens of Creve Coeur rather than marketing towards trustees. Mr. Perkins stated the meeting would be open to anyone.

Council Member Hoffman recommended discussing the updates to the street lighting program.

Council Members Martinch and Silverman both recommended discussing updates made to the sewer lateral program process and the sewer lateral cost share program.

Council Member Silverman stated how the City communicates with its residents should be discussed and how City information can be obtained.

Council Member Carney asked if there are going to be changes to the short-term rental requirements, as this is a common question. To which, Director of Community Development Jason Jaggi stated a Public Hearing has been scheduled with the Planning and Zoning Commission for review at the November 6, 2023 meeting. Afterwards, the amendments will be brought to the Council for review and approval. Mr. Jaggi stated the amendments are in response to recent federal court action.



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ADJOURNMENT

RESULT: APPROVED (UNANIMOUS)

MOVER: Council Member Ward 2 Greer

SECONDER: Council Member Ward 1 Manlin

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

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

The meeting adjourned at 9:02 pm.

Submitted by:

Kellie Henke
City Clerk

Dr. Robert Hoffman
Mayor



OLIA VILLAGE

THE HEART OF CREVE COEUR

CITY COUNCIL 10.23.2023

SITE COVERAGE VS. IMPERVIOUS AREAS

- SITE COVERAGE (AS DEFINED IN SECTION 405.120):
“THE AREA OF A NON-RESIDENTIAL SITE WHICH IS COVERED BY BUILDINGS, DRIVEWAYS, PARKING LOTS, LOADING AREAS, BUT **EXCLUDING** LANDSCAPED AND GREEN SPACES, PLAZA, PEDESTRIAN CIRCULATION & UNPAVED BUFFER AREAS.”

- IMPERVIOUS AREA:
THE AREA OF A SITE WHICH IS COVERED BY BUILDINGS, DRIVEWAYS, PARKING LOTS, LOADING AREAS **INCLUDING** PAVED PLAZAS & PEDESTRIAN CIRCULATION AREAS.

MATCHES R/O ZONING

MAXIMUM SITE
COVERAGE

60%

CURRENT PLAN
SITE COVERAGE

45%

INCLUDED IN MSD PERMIT

CURRENT PLAN
IMPERVIOUS AREA

51%

AS DESIGNED
IMPERVIOUS AREA

61%

LOT 4 CHANGES

- ROTATED LOT 4 PARKING STRUCTURE 90 DEGREES
- REDUCED HEIGHT OF SOUTH SIDE OF GARAGE
- NEW BUILDING HEIGHTS:
 - SOUTH FACE = 70'
- BUILDING PLACEMENT:
 - 270' MINIMUM FROM SOUTH PROPERTY LINE TO LOWER GARAGE
 - 390' MINIMUM FROM SOUTH PROPERTY LINE TO HIGHER GARAGE

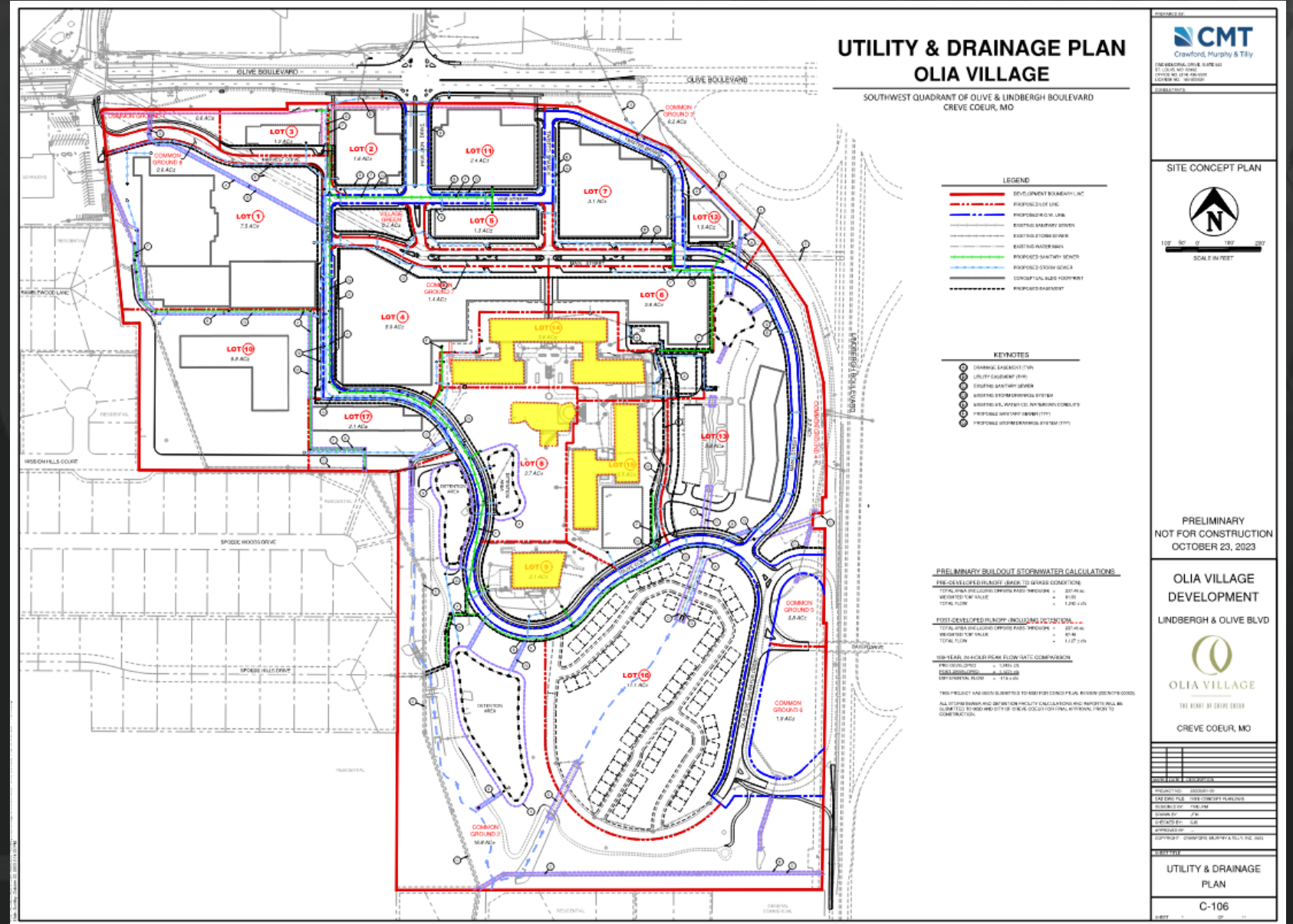


LOTS 1, 10 & 17 CHANGES



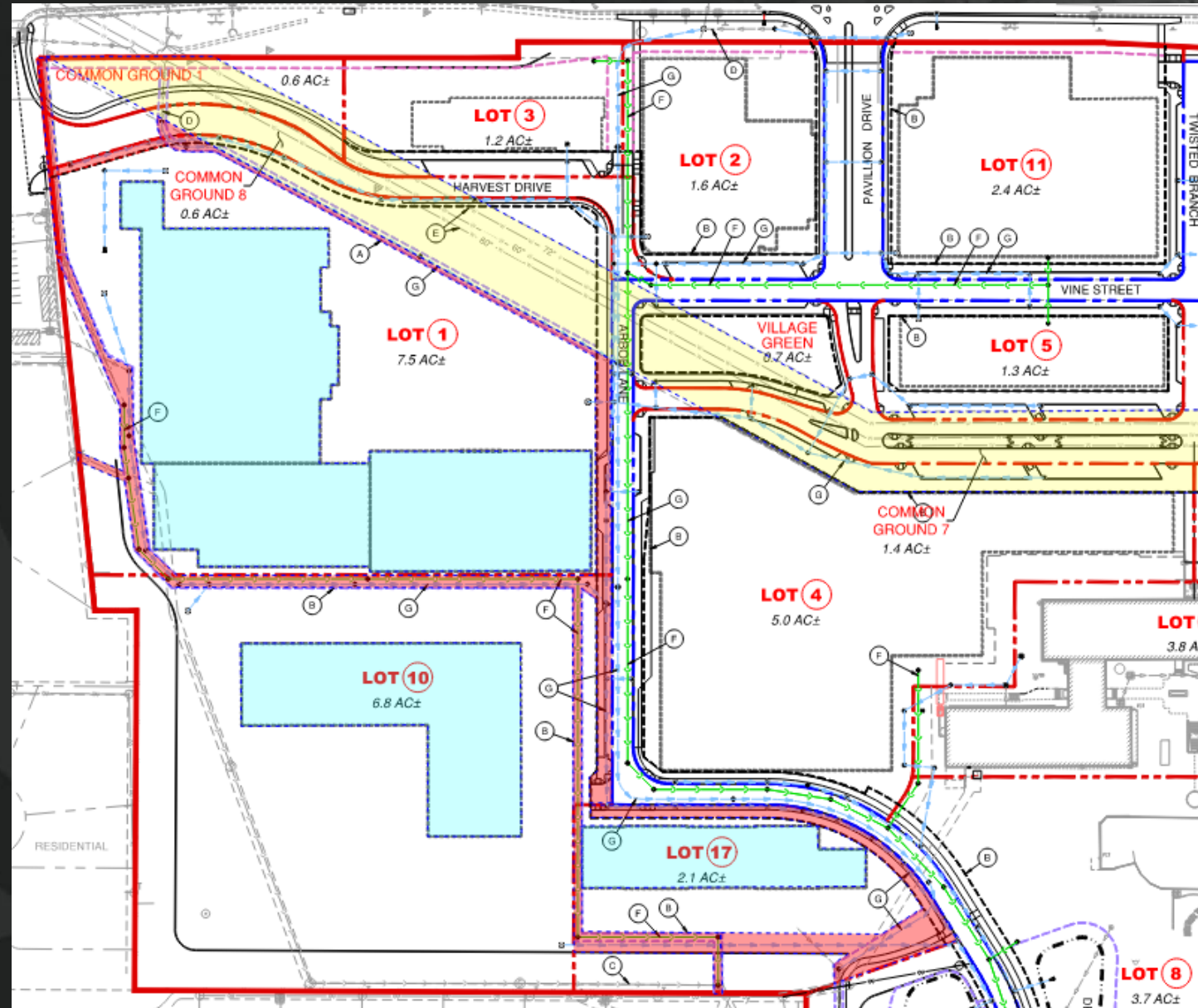
1. EXISTING SITE CONSTRAINTS

- EXISTING HISTORICAL BUILDINGS TO REMAIN



1. EXISTING SITE CONSTRAINTS

- TOPOGRAPHY CHALLENGES – SITE FALLS OVER 45' FROM NORTH SIDE OF LOT 1 TO SOUTH SIDE OF LOT 10 (ADA CONSTRAINTS)
- CITY OF ST. LOUIS WATER MAINS
 - 100' RESTRICTIVE EASEMENT
 - 4' MIN / 14' MAX COVER
- EXISTING & PROPOSED STORM & SANITARY MAINS & EASEMENTS



2. REDUCTION IN DEVELOPABLE LOT AREA

LOT 1

AT 50': **-4.2%**

LOT 10

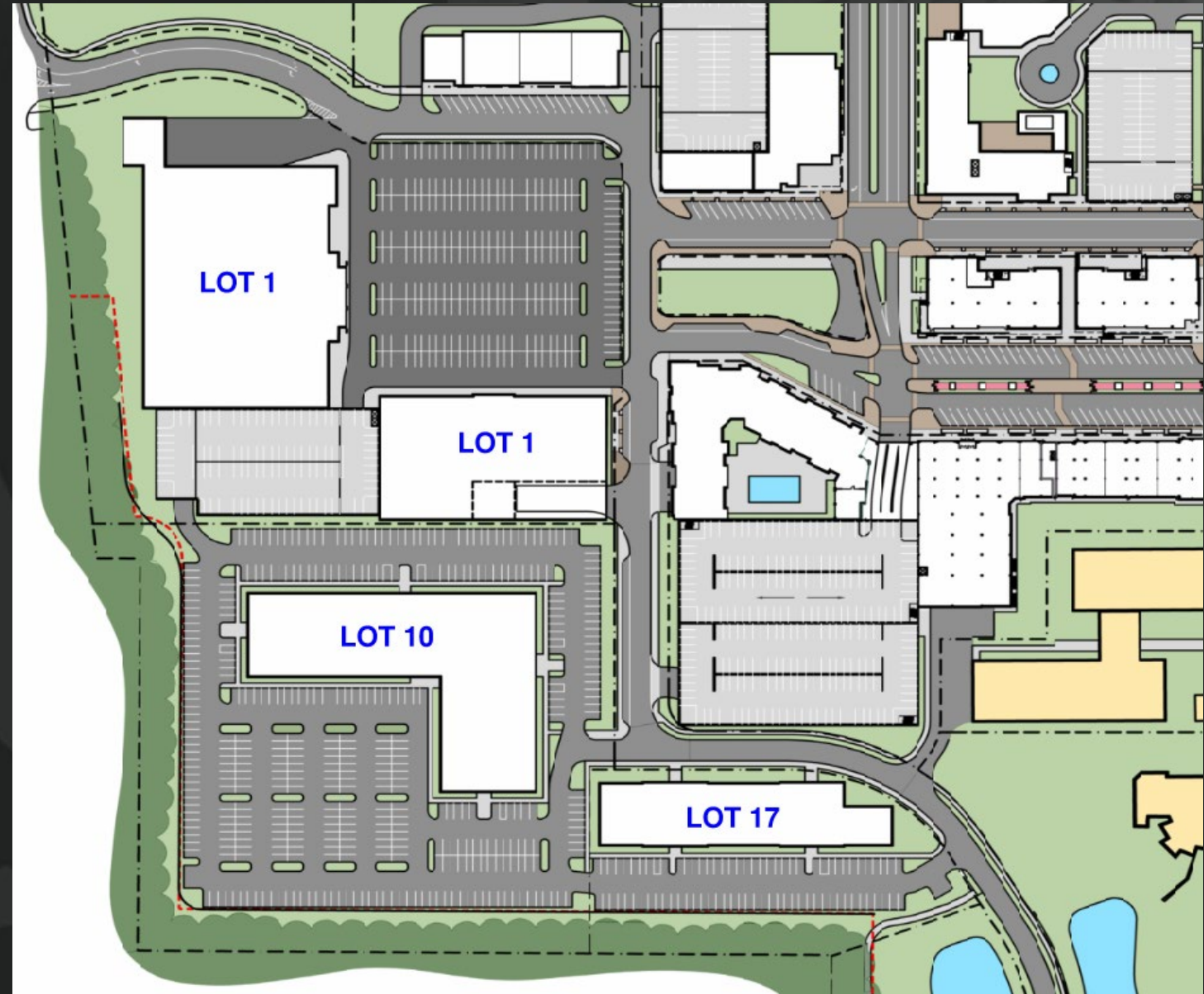
AT 50': **-17.9%**

LOT 17

AT 50': **-18.0%**

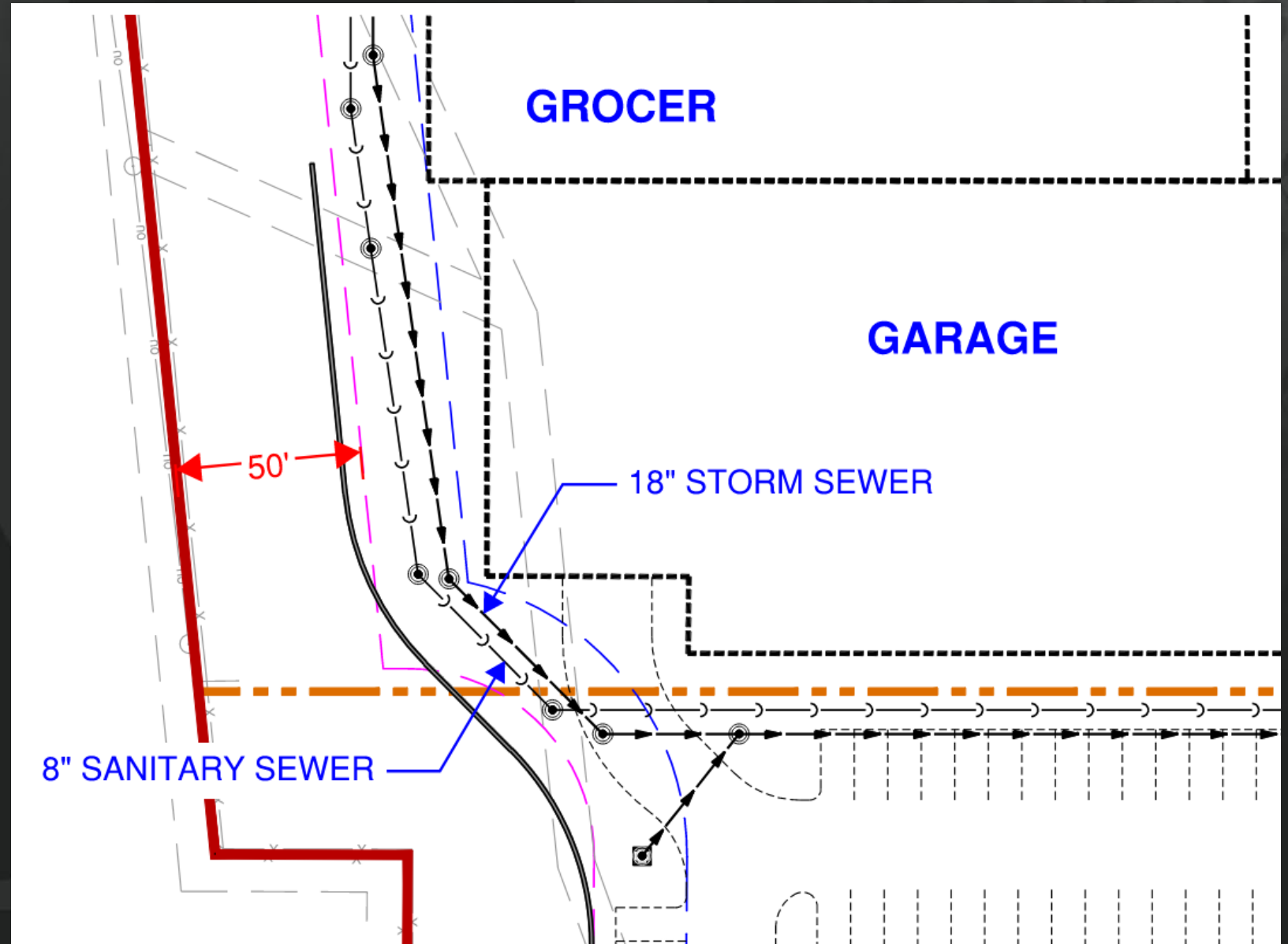
LOTS 1, 10 & 17 ONLY = 1.9 ACRES (12%)

TOTAL PROJECT = 4.5 ACRES (5%)



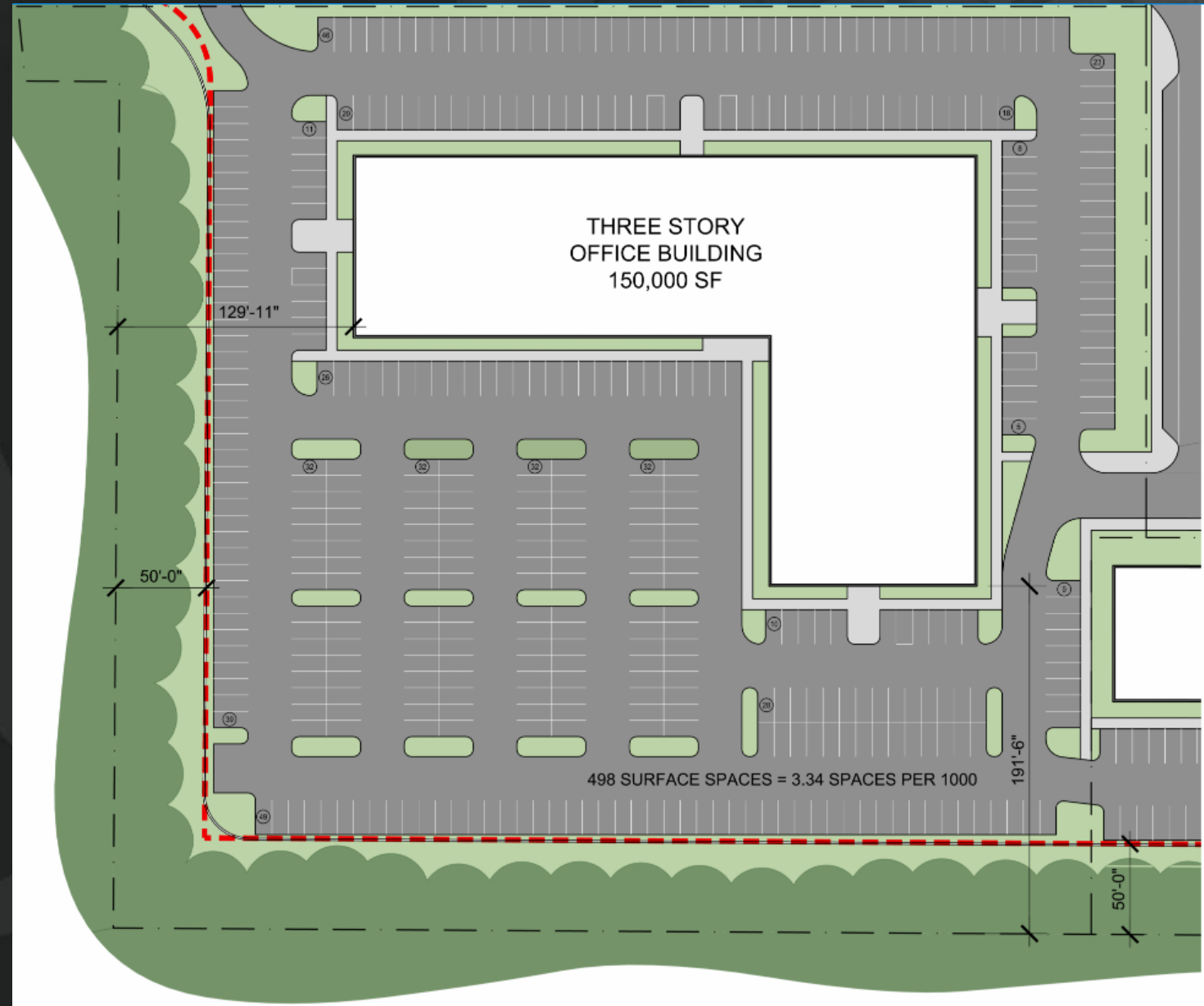
3. LOT 1 IMPACTS

- LAYOUT IS CONTROLLED BY EXISTING CITY OF ST. LOUIS WATER MAINS TO EAST & RELOCATED STORM & SANITARY SEWERS FROM WEST
- LAYOUT FITS TENANT – NO FLEXIBILITY FOR REDUCTION TO BUILDING SIZE OR PARKING COUNT
- ADJUSTED 50' BUFFER SETBACK GEOMETRY
- ALREADY MAXIMIZED SPACE TO ACCOMMODATE WALL & STORM/SANITARY MAINS



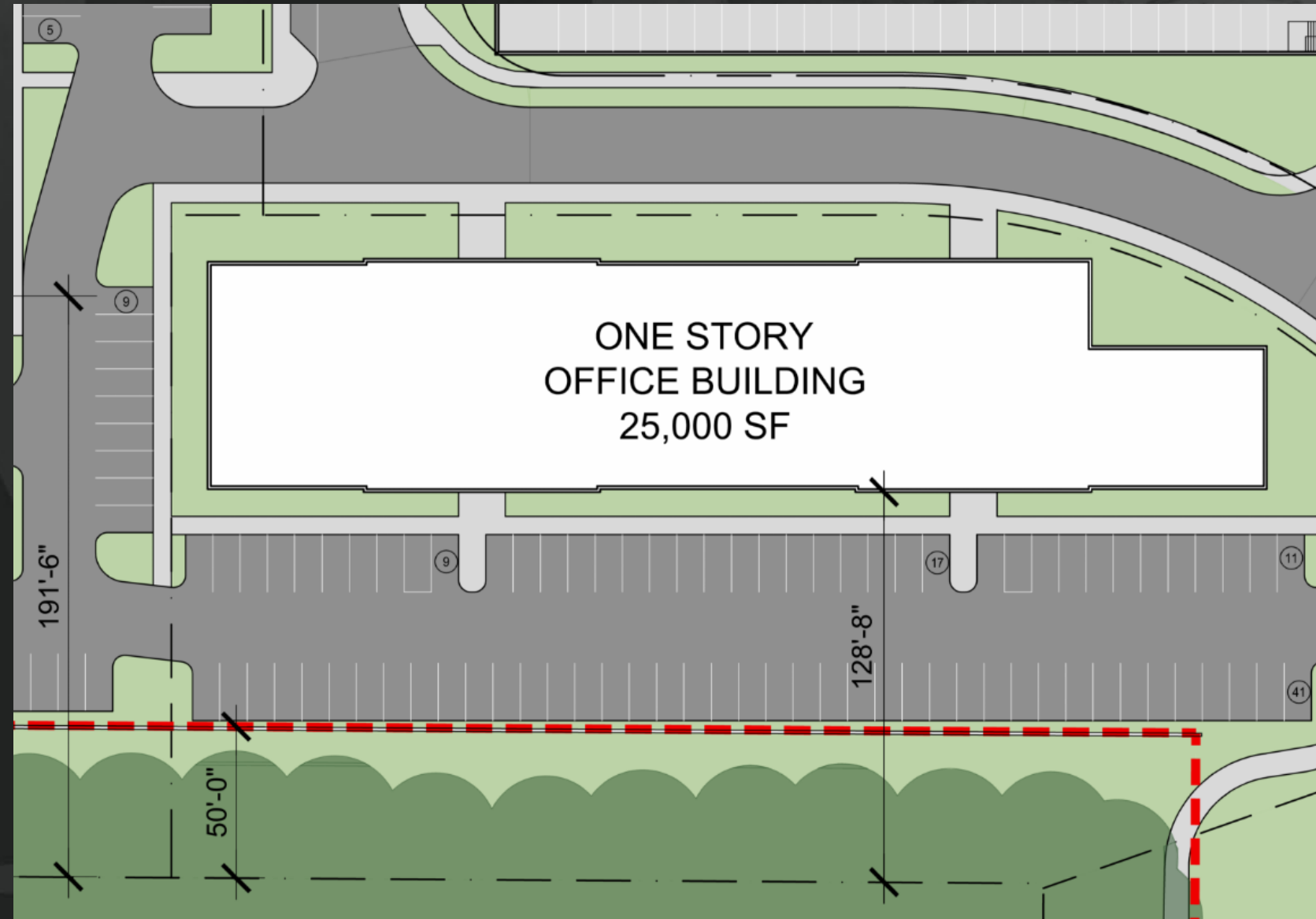
4. LOT 10 IMPACTS

- CONVERTED BUILDING TO 3 FULL STORIES
- REDUCED OVERALL BUILDING FOOTPRINT BY 12% WHILE MAINTAINING EFFICIENT BUILDING LAYOUT
- OFFICE USERS REQUIRE 4 PARKING SPACES FOR 1,000 SF:
 - NEED = 600 SPACES (4.0/1,000 SF)
 - CITY CODE = 500 SPACES (3.3/1,000)
 - AS SHOWN 420 SPACES (2.8/1,000)
- 180 PARKING SPACES PUSHED INTO ADJACENT LOT 1 & LOT 4 GARAGES
- INCREASED PROJECT COSTS & REDUCED MARKETABILITY OF LOT
- NEW MAXIMUM WALL HEIGHTS:
 - 25' WHEN WALL FACES DEVELOPMENT
 - 20' WHEN WALL FACES NEIGHBORS



5. LOT 17 IMPACTS

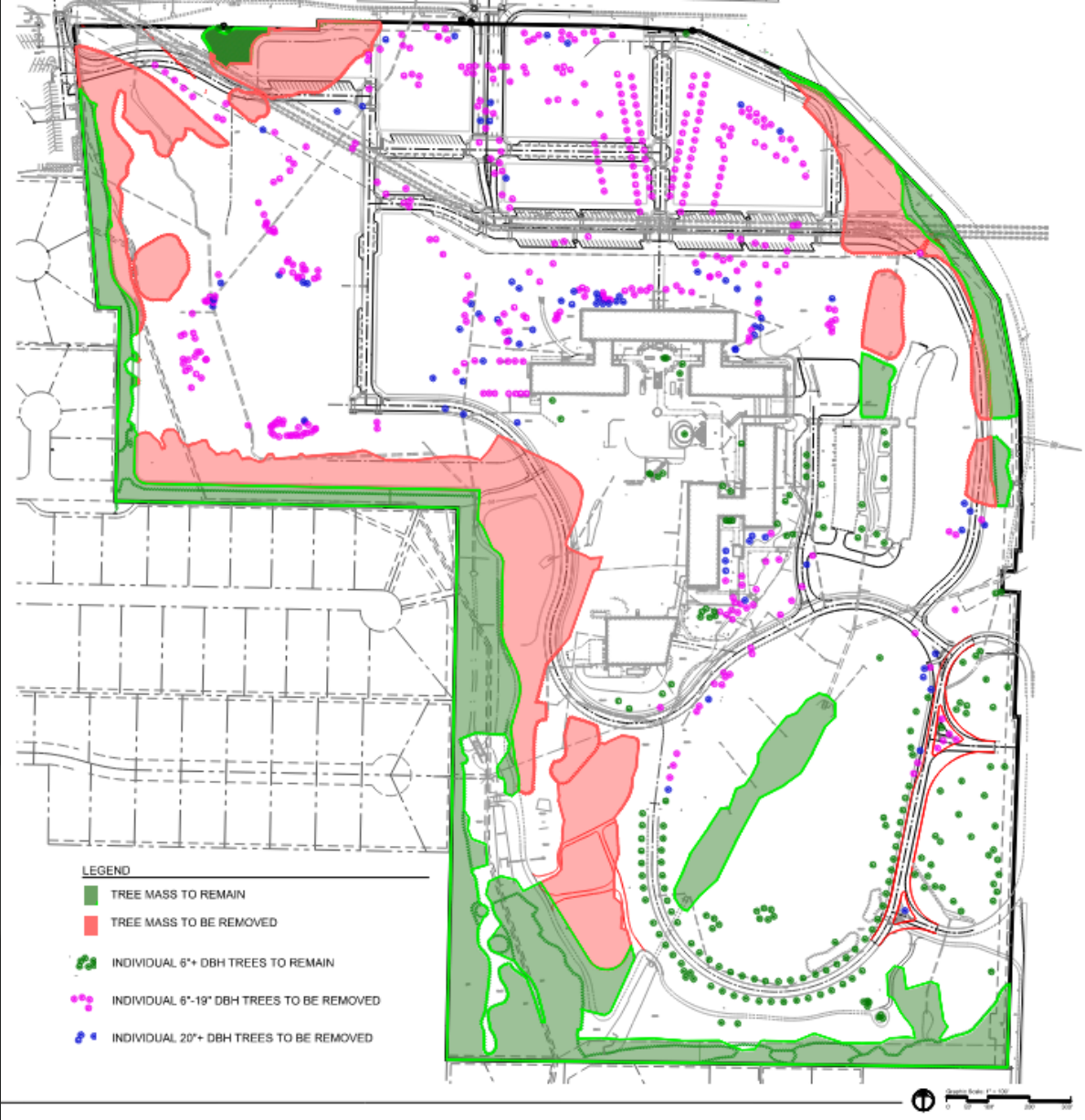
- CONVERTED TO COMBINED SINGLE-STORY OFFICE BUILDING
- MAINTAINED EFFICIENT BUILDING FOOTPRINT
- OFFICE USERS REQUIRE 4 PARKING SPACES FOR 1,000 SF
 - NEED = 100 SPACES (4.0)
 - CITY CODE = 83 SPACES (3.3)
 - AS SHOWN 78 SPACES (3.1)
- 28 PARKING SPACES PUSHED TO LOT 4 GARAGE – INCREASED PROJECT COSTS
- NEW MAXIMUM WALL HEIGHTS:
 - 20' WHEN WALL FACES NEIGHBORS



TREE CONSERVATION PLAN UPDATES

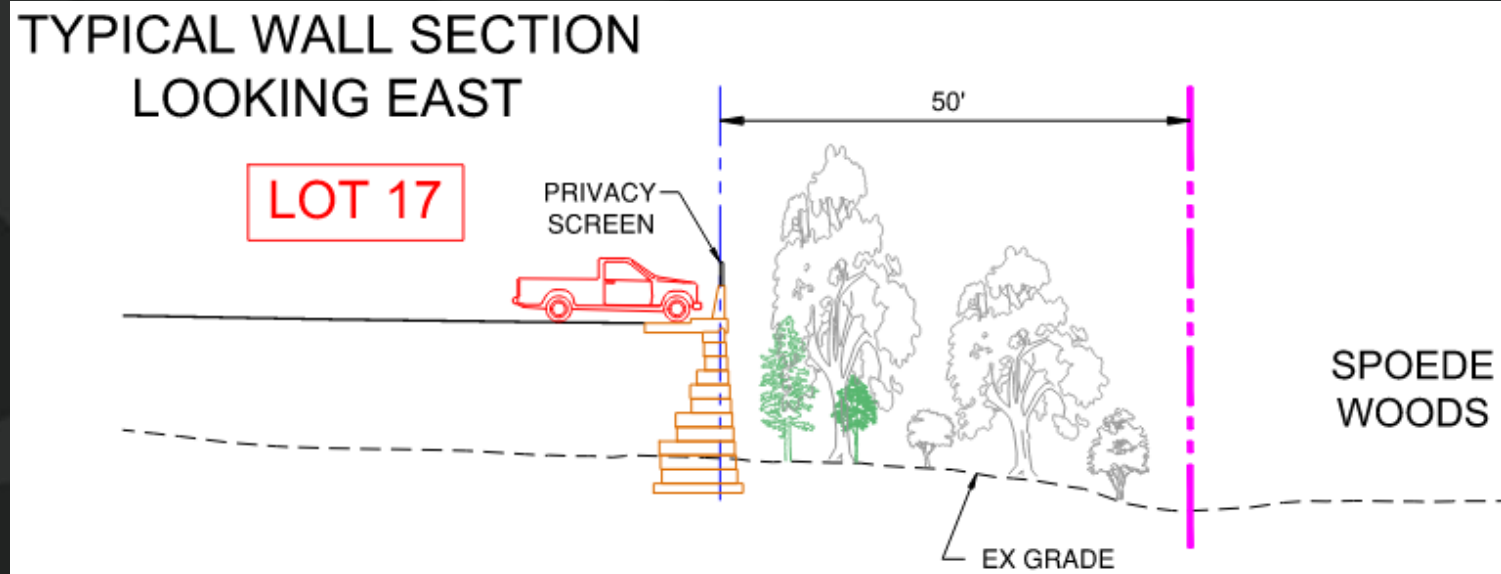
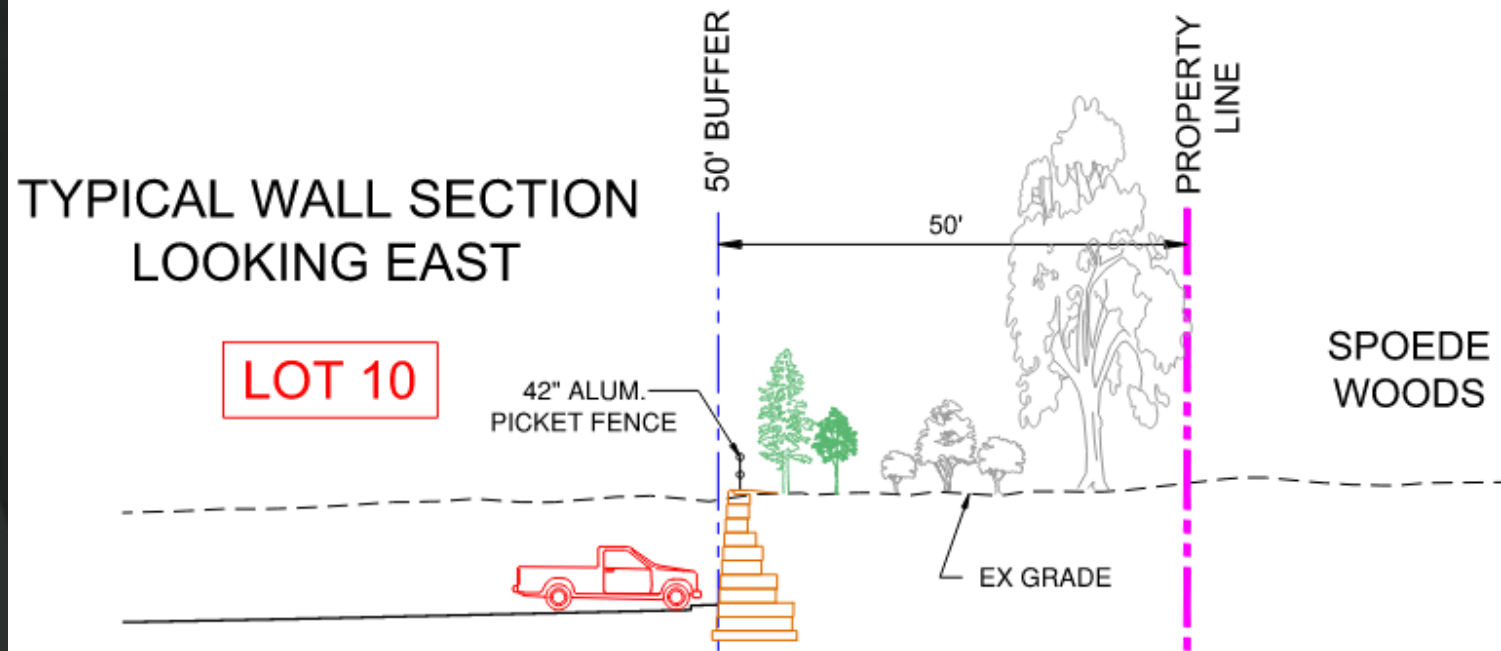
- UPDATED TREE MASS AREAS PER CITY CODE
- REMOVED TREE MASSES THAT WERE SHOWN IN LINDBERGH & OLIVE ROW
- UPDATED CALCS FOR NEW 50' BUFFER REQUIREMENT
- UPDATED CALCS TO SEPARATE MASSES FROM INDIVIDUAL TREES PER CITY STAFF RECOMMENDATION
- INCLUDED PROVISION IN ORDINANCE TO ALLOW TREE REPLACEMENT FOR ANYTHING REMOVED OVER 50%

CALCS WITH BUFFER & WALL AT 50'	
OLIA VILLAGE - TREE CONSERVATION PLAN	
TREE MASSES SURVEY (BY COLE)	
Total Tree Masses Surveyed (SF)	958,656
Existing Tree Masses to be Removed (SF)	478,379
Existing Tree Masses to Remain (SF)	480,277
% Existing Tree Mass to Remain (SF)	50.1%
INDIVIDUAL TREE SURVEY (BY COLE)	
Total Existing 6"+ Trees Surveyed	670
Existing 6"-19" Trees to Be Removed	404
Existing 20"+ Trees to be Removed	77
Total 6"+ Trees to be Removed	481
Existing 6"+ Trees to Remain	189
% Existing 6" Trees to Remain	28%
Total Individual Trees Removed over 50%	146
PROPOSED TREE PLANTING (BY SWT)	
Total Phase 1 Trees to be Planted	608
Street Trees to be Planted in Phase 1	111
Non-Street Trees to be Planted in Phase 1	497
Individual Tree Surplus after Phase 1	351
<i>Note: Calcs do not yet account for hazardous, in poor condition, dead, diseased, or invasive trees. Final new trees required may be adjusted after existing dead and invasive trees have been accounted for by registered Landscape Architect.</i>	



WORKING TO SOLVE NEIGHBORS' CONCERNS...

- AFTER 20+ MEETINGS WITH STAFF...
- AND 4 NEIGHBORHOOD MEETINGS...
- AND 5 PUBLIC SESSIONS AT CITY...
- AND 1 BUS TOUR...
- PROVIDED QUALITY LANDSCAPE SCREEN TO ENHANCE EXISTING VEGETATION TO REMAIN INCLUDING INCREASED PLANTING HEIGHTS
- MOVED RETAINING WALL & ELIMINATED NATURE TRAIL TO LEAVE BUFFER LARGELY UNDISTURBED
- INCREASED LIGHTING RESTRICTIONS
- REQUIRED IRRIGATION TO INCREASE BEAUTIFICATION & SUSTAIN TREE GROWTH
- CHANGED PROPOSED USE AND FURTHER RESTRICTED USES





OLIA VILLAGE

THE HEART OF CREVE COEUR

QUESTIONS

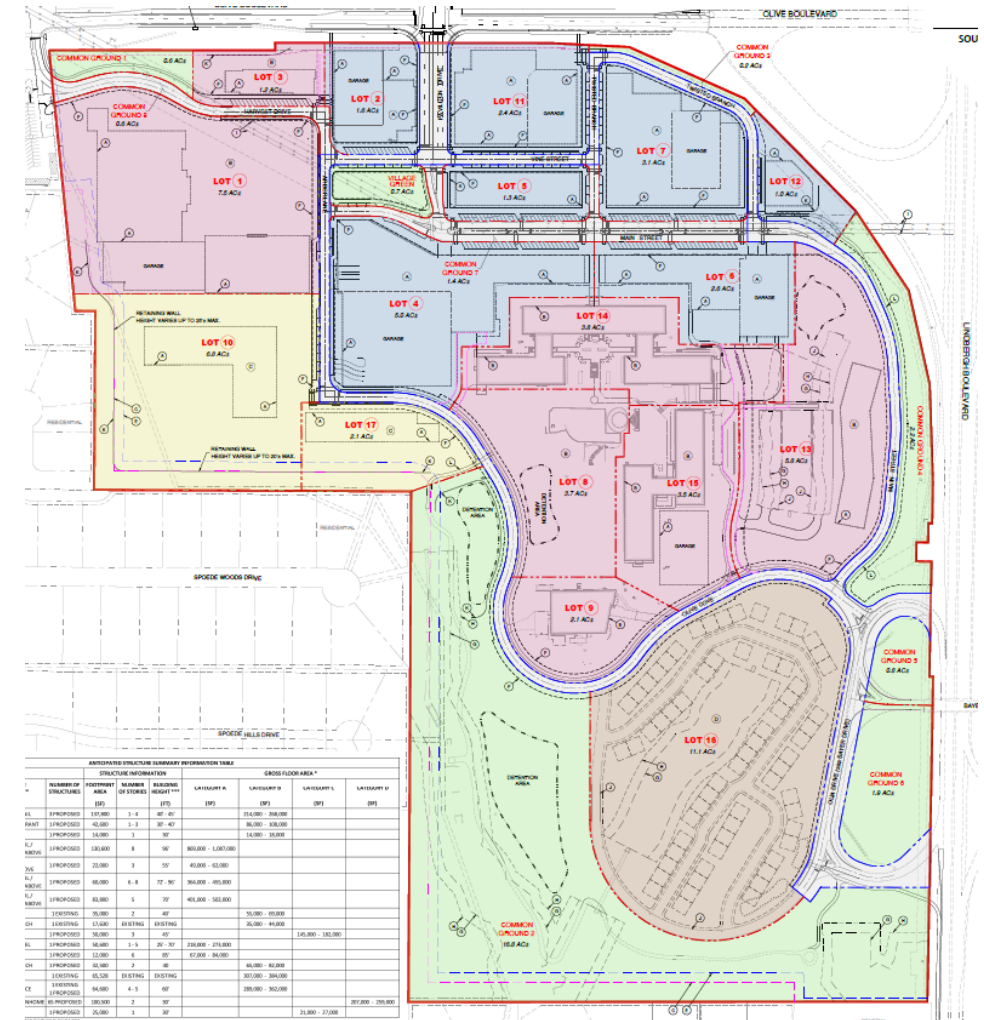
OLIA VILLAGE PLANNED MIXED-USE DEVELOPMENT REZONING OCTOBER 23, 2023 CITY COUNCIL MEETING



Jason Jaggi, AICP Director of Community Development

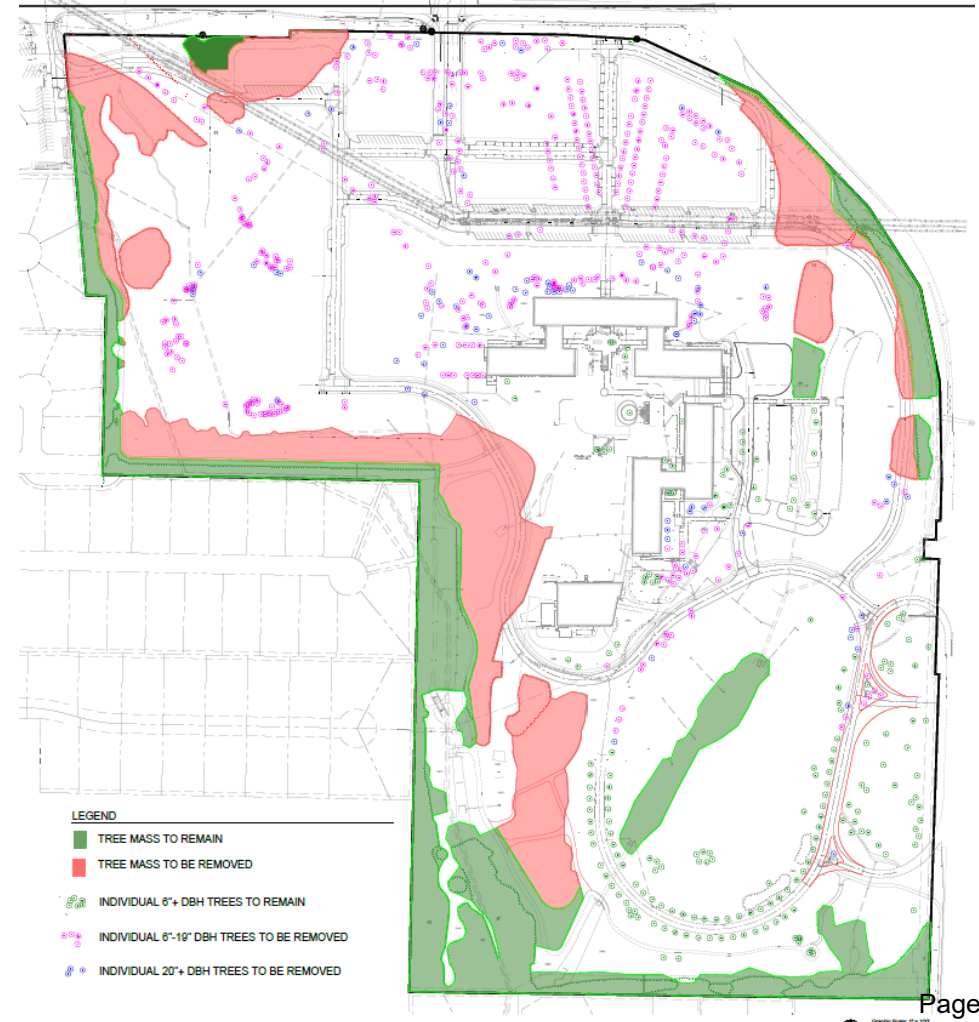
OLIA VILLAGE PLANNED MIXED-USE REZONING

- **Development Standards Revisions (Exhibit B to Rezoning Ordinance)**
 - **Maximum Building Height on Lots 1, 10, 17:**
 - 3 stories or 45-feet
 - **Maximum Site Coverage:**
 - Reduced from 70% to 60% maximum for the entire PMD development
 - Actual site coverage based on revised plans submitted 10-23-23: 44.7%
- **Internal Parking Lot Screening**
 - Previously exempt, now required as site conditions allow



REVISED TREE PRESERVATION PLAN

- **Tree Preservation Plan (Revised 10-23-23)**
 - Tree Masses to Remain: **50.1%**
 - Individual Trees to Remain: **28%**
 - Proposed Tree Planting (Phase I):
 - Non-Street Trees: 497



REVISED TREE PRESERVATION PLAN

- **Tree Preservation Plan (Revised 10-23-23)**

- Section 410.320 Requires 50% retention of tree masses and 50% retention of trees greater than 6-inch diameter
- Revised plan shows tree mass removal, in compliance (50%); individual tree removal, not in compliance (28%)

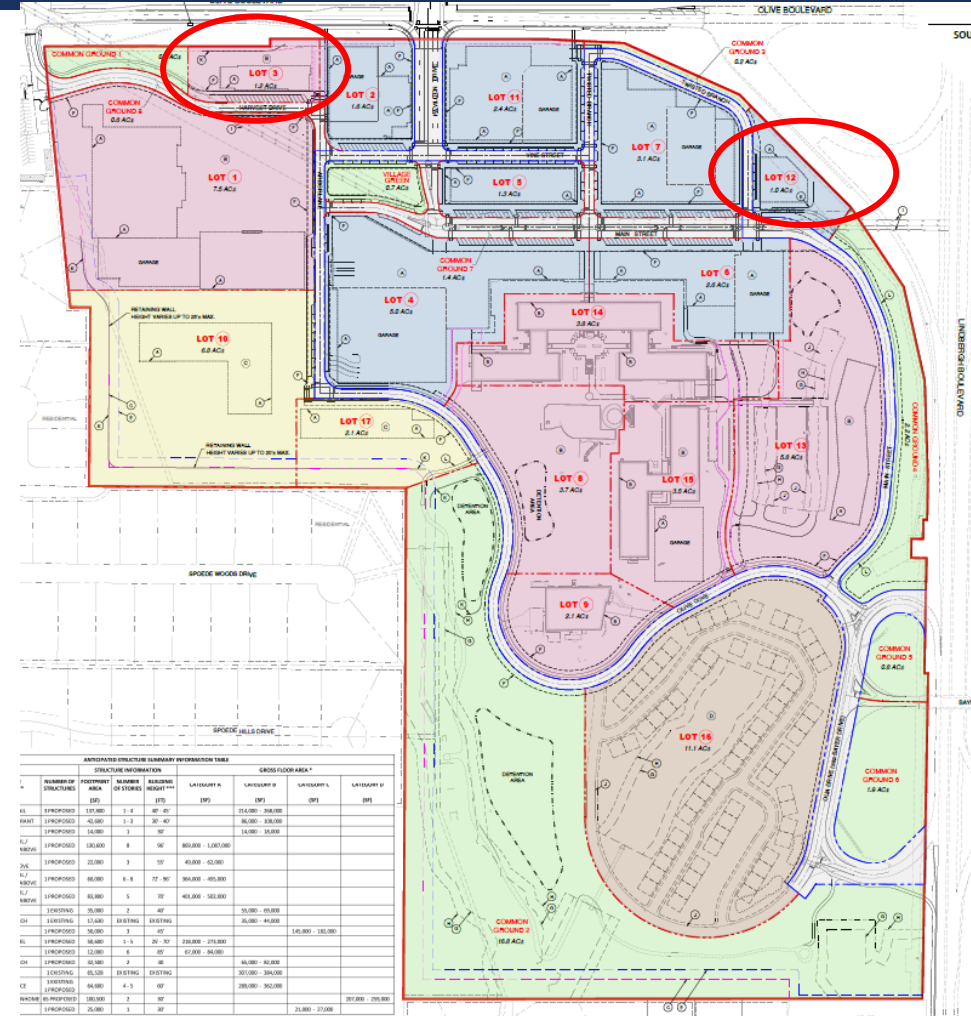
- **Development Standards—Tree Removals**

- Requires tree replacement for removal above 50%:
 - Trees 6-19-inches in diameter, 1:1 replacement
 - Trees greater than 20-inches, 2:1 replacement

OLIA VILLAGE PLANNED MIXED-USE REZONING

■ Use Table Revisions

- Research and Development Uses—removed from Office District (Lots 10 & 17)
- Child Daycare Services—added as a permitted use in all non-residential districts
- Eating and Drinking Establishments—up to 2 allowed within entire development, one on Lot 3 and one on Lot 12 with a single lane configuration subject to site development plan review.
- Fitness Centers—Removed as allowable primary uses for Lots 10 and 17)



PLANNED ZONING DISTRICTS REVIEW CRITERIA #14

Planned Zoning District Review Criteria #14: Projected Revenues and Municipal Service Costs

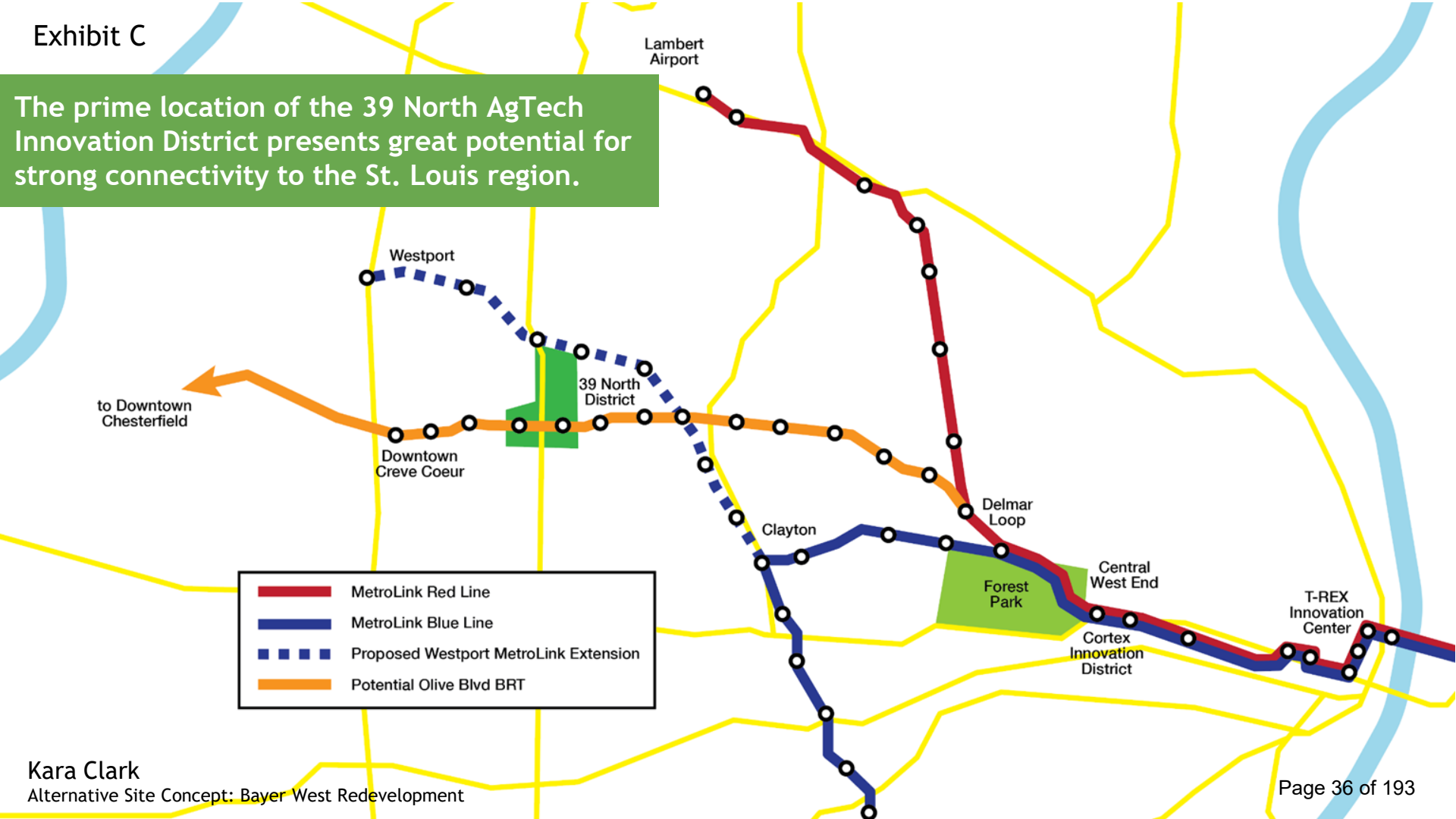
Condition of P&Z Approval: Compliance with Review Criteria #14 of the Planned Zoning District Ordinance is met with the revenue analysis demonstrating revenues in excess of anticipated municipal expenditures prior to final consideration and vote by the City Council on the rezoning application.

	Personnel 1st Year	Maintenance 1st Year	Capital Expend. Over	20-Year Costs with 3%
Public Works Department				
1 Maintenance Worker	\$76,696			\$2,060,850
Construction Management for 1st Year Only		\$260,000		\$260,000
Annual Street Maint		\$31,500		\$846,417
Capital Improvements - 20 Year Costs			\$2,316,606	\$2,316,606
Trash and Recycling (130 townhomes)				\$550,800
Total Public Works Department	\$76,696	\$291,500	\$2,316,606	\$6,034,673
Community Development Department				
1 Inspector (3 years)	\$96,550			\$298,426
Total Planning Department	\$96,550	\$0	\$0	\$298,426
Police Department				
2 Police Officers	\$220,904			\$5,935,773
1 Vehicle every 3 yrs (includes equip. & change-over)			\$496,528	\$496,528
Annual Vehicle Maintenance		\$7,136		\$191,747
Total Police Department	\$220,904	\$7,136	\$496,528	\$6,624,048
Grand Total by Category				
	\$394,150	\$298,636	\$2,813,134	\$12,957,147



Questions

The prime location of the 39 North AgTech Innovation District presents great potential for strong connectivity to the St. Louis region.



The 39 North district is positioned to be a major innovation and employment hub.

It has the potential to foster economic development for the whole St. Louis region and for decades to come.

We need to get this right.

Alternative Site Concept Bayer West Campus Redevelopment, Creve Coeur, MO



- A. Schnucks
- B. Big Box/Retail/Mixed Use, 6-8 stories
- C-D. Retail/Mixed Use, 3-6 stories
- E. Town Square
- F. Live-Work Spaces, 3 stories
- G-H. Offices, 3-4 stories
- I. Data Center
- J. Parking Garage, 3 stories
- K. Cafe
- L. Apartments, 3 stories
- M. Apartments, 3 stories
- N. Single-Family Townhouses, 3 stories
- R. Power Plant
- Q. Nature Park

This Alternative Site Concept addresses:

Using established streets for easy and intuitive connectivity to nearby 39North District

Providing multi-modal transit options including walking and biking paths, sidewalks, and bus rapid transit stations

Building new construction primarily on current surface parking lots, preserving most natural green space and trees

Identifying and repurposing areas that currently contain beauty, history, and a "sense of place"

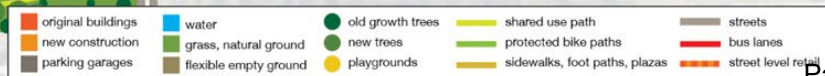
Restoring wetlands, creek beds, and forested areas to manage watershed

Planting new trees to fill in thinly-wooded areas, widening the natural buffer between development and established residential neighborhoods

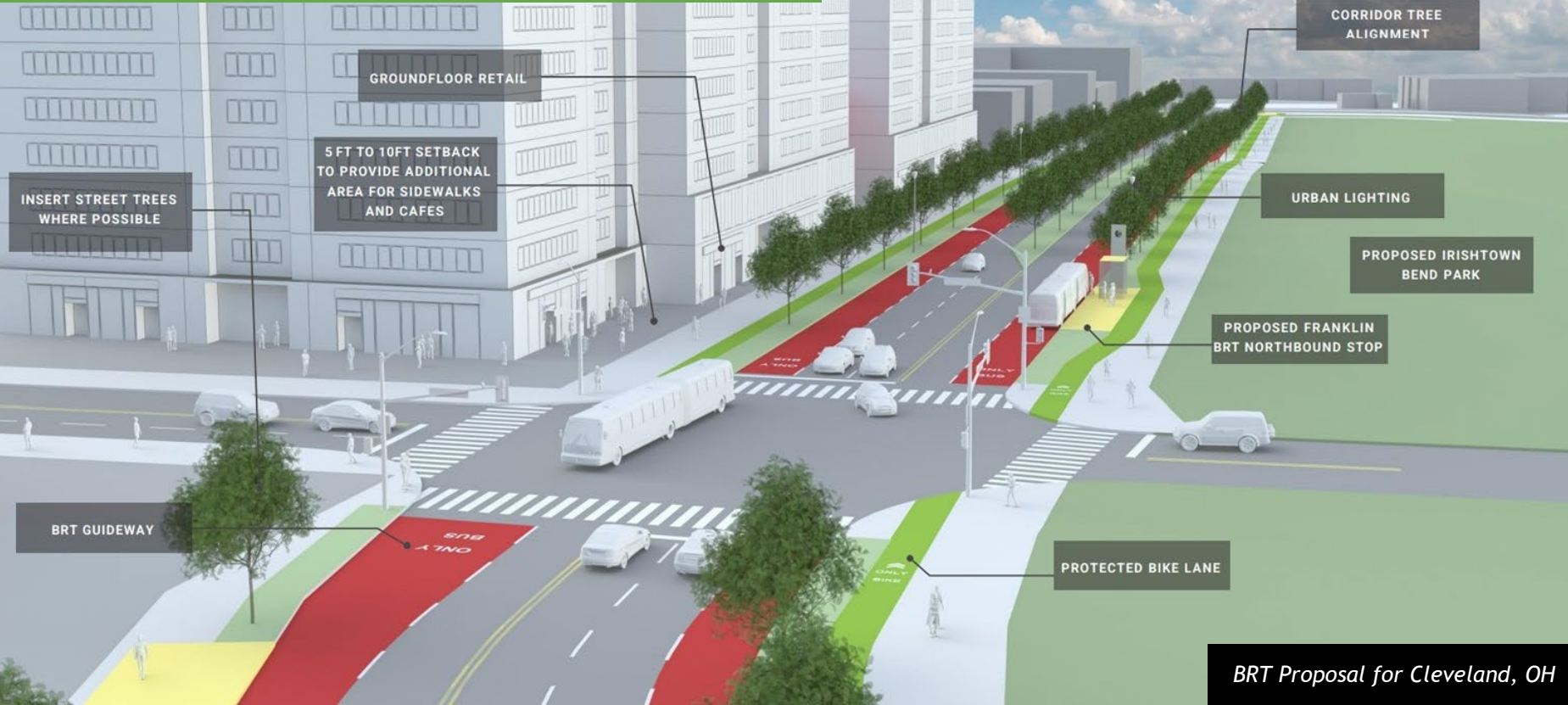
Preserving natural wetlands and formal gardens/park space as necessary amenities for residents

Achieving incremental and gentle density through descending building heights, concentrating the tallest buildings along Olive Blvd.

Kara Clark
September 2023



Reimagining Olive Boulevard as a “complete street” will maximize its value and potential.



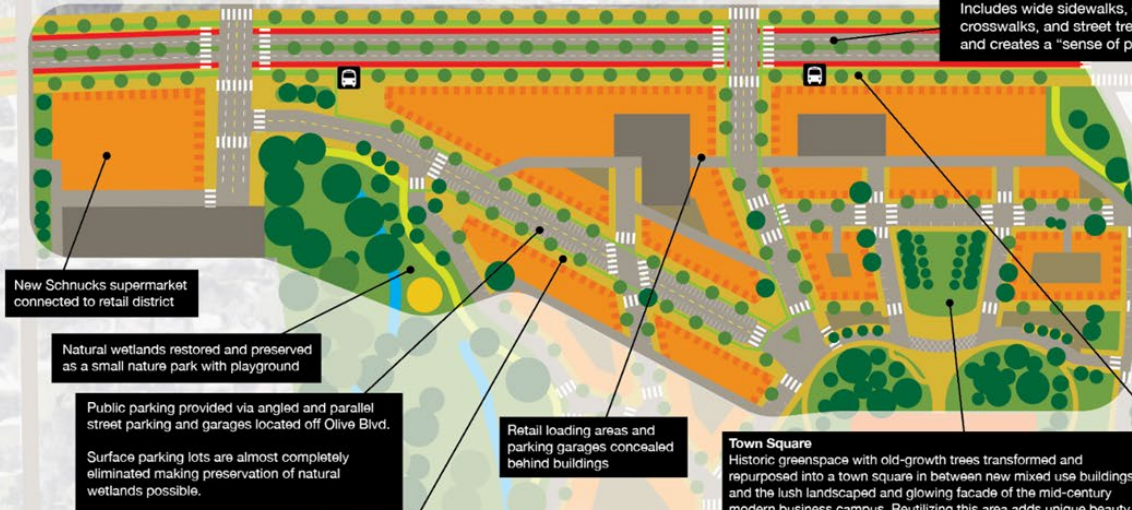
BRT Proposal for Cleveland, OH

Mixed Use District

- Retail shopping, dining, and services district
- Compact, high-density development
- High activity uses are concentrated along and north of Water St. and on Olive Blvd.
- Ground level retail, upper levels for hotel, residential, and office use
- Features two parks and access to a nature trail, bike path network, and rapid public transit that connects to nearby neighborhoods, 39North district, and greater St. Louis region.

Olive Boulevard transformed into a Complete Street

Includes wide sidewalks, dedicated BRT bus lanes, protected bike lanes, wide crosswalks, and street trees. This both connects neighborhoods across Olive Blvd and creates a "sense of place", maximizing the value and high visibility of Olive Blvd.



New Schnucks supermarket connected to retail district

Natural wetlands restored and preserved as a small nature park with playground

Public parking provided via angled and parallel street parking and garages located off Olive Blvd.

Surface parking lots are almost completely eliminated making preservation of natural wetlands possible.

Retail loading areas and parking garages concealed behind buildings

Town Square

Historic greenspace with old-growth trees transformed and repurposed into a town square in between new mixed use buildings and the lush landscaped and glowing facade of the mid-century modern business campus. Reutilizing this area adds unique beauty and interest, preserves cultural memory, and provides needed park space while adding value to adjacent shopping and restaurant space. Pictured: University of Nevada, Reno.

The Champs Elysees in Paris, France, a large multi-lane boulevard, carries 3,000 cars per hour in addition to 100,000 pedestrians per day due to its strong sense of place.



Olive Blvd. Retail

Big Box retail positioned at street to maximize visibility and activity along sidewalk. Pictured: Wicker Park Target, Chicago, IL.



Main Street, Greenville, SC



Kara Clark

Alternative Site Concept, Bayer West Campus Redevelopment
September 2023

original buildings	water	old growth trees	shared use path	streets
new construction	grass, natural ground	new trees	protected bike paths	bus lanes
parking garages	flexible empty ground	playgrounds	sidewalks, foot paths, plazas	street level retail

Business/Tech Campus

- Mid-Century Modern Office Complex
- Part of 39North District
- Includes: state-of-the-art Data Center, Cafe, and new Parking Garage
- Lush landscape, Mature trees, Campus setting
- Adjacent to retail district and town square
- Connected to nearby neighborhoods and amenities via biking, walking paths, and public transit



Data Center

New Live-Work studio/office buildings
Pictured: Nuhaus Live-Work in Seattle, WA.



original buildings	water	old growth trees	shared use path	streets
new construction	grass, natural ground	new trees	protected bike paths	bus lanes
parking garages	flexible empty ground	playgrounds	sidewalks, foot paths, plazas	street level retail

Kara Clark

Alternative Site Concept, Bayer West Campus Redevelopment
September 2023

Residential Districts

- Two residential areas
- Medium gentle density with lower-rise three-story apartment and condo buildings and single-family townhouses
- Natural wooded setting with creeks and old-growth trees
- Walking/biking lifestyle
- Well connected to city amenities, bike path network, public transit, super market and shopping within a short walk
- Residential amenities include a nature park and two playgrounds
- Net-Zero homes with solar panels, on-site power plant, energy efficient appliances and systems



Passive House & Net Zero Energy
Linnaea Apartments, Cambridge, MA



PlusEnergy in Freiburg, Germany



Austin, TX



Solar Homes
Compact row houses feature carefully angled solar panels that harness every moment of the sun.
Sweden



Minneapolis, MN



PlusEnergy in Freiburg, Germany

original buildings	water	old growth trees	shared use path	streets
new construction	grass, natural ground	new trees	protected bike paths	bus lanes
parking garages	flexible empty ground	playgrounds	sidewalks, foot paths, plazas	street level retail

What is the opportunity cost?



VS.



Let's get this right.

October 22, 2023

Mr. Mayor, Member of the City Council, Mr. Jaggi, and Members of the Planning and Zoning Commission:

I have just finished reading some of the items in the agenda packet for tomorrow night's meeting and have two additional comments for your consideration.

First of all, as an addition to my previous letter regarding tax relief provided by the city, I again think the development stages and discussion of this tax relief or other financial incentives are putting the cart before the horse. I note that Resolution No. 1664 (to be discussed AFTER the approval or disapproval of the Olia project) states "Whereas, the Developer (of the former Bayer West Campus) has advised the City that the development **will not be financially feasible without certain economic incentives**" and that the city has previously approved Resolution No. 1639 with PGAV Planners for planning and development financing services for this project. A very comprehensive market analysis has been provided by PGAV, but I did not find a report regarding projected economic incentives (or at least not publicly available). How can you approve this project before you know what financing would be **required** by the developer? If such approval is made, then how do you reject financing or **economic incentives required** by the developer to complete the project on something you have already approved? This does not seem to be a very logical way to plan the spending of our tax dollars. This, of course, would be in addition to the \$12,957,147 twenty-year cost to the city with basically unknown revenue and noting that much of the development seems to be at the high end of demand per the market analysis.

My second comment is regarding the staff report produced by Mr. Jaggi regarding Tree Conservation in this project. It states "Staff is still working with the developer on the appropriate method to calculate tree removal as required by Section 410.320 of the Subdivision Code. Staff will update the Council **if** this information is provided and the calculations can be confirmed." If this information is **not** provided before the meeting, I would suggest that it is **premature to go forward with the approval project** without this very important piece of the proposal, especially since it says "the planned development process allows the City Council to modify these standards and to establish specific standards that would apply to this development." To this end he recommends that "if the quantity of tree removal exceeds 50% either individually or within tree masses, that replacement trees should then be required. A new section has been added within the development standards to require replacement of any tree removals above 50%. Trees 6-inches in diameter or greater would need to be replaced on a one-to-one (1:1) basis, except for trees over 20-inches would need to be replaced on a two-to-one (2:1) basis." **This new section should not be an acceptable alternative to the developer performing their due diligence. 50% is the established amount for tree removal and replacement trees should not be an acceptable alternative. They do not provide the same buffer as existing established trees. The developer has no disincentive (like a substantial fine) under this scenario to remove only 50% because they can just use replacement trees wherever they want. This has happened in other projects in the city because there is no disincentive or city enforcement. Until the developer has an acceptable and verifiable means to**

calculate tree removal (as should have been provided a long time ago in the process), the project should not be approved.

These are my thoughts on what I consider a rushed through project. I hope that you discuss some of these things tomorrow night along with recognizing the importance of the resident petitions also submitted. I will again join you on Zoom. Please submit my comments into the record as well.

Lynn S. Berry
626 Graeser Rd.
Creve Coeur, MO 63141



MEMORANDUM

DATE: November 8, 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 October 19, 2023 through November 8, 2023 in the amount of \$877,258.61.



Creve Coeur, MO

Council Report of invoices Paid Listing

By Fund

Payment Dates 10/19/2023 - 11/8/2023

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
Fund: 01 - GENERAL FUND						
QUADIENT FINANCE USA INC	PPLN01-9/28/23	10/26/2023	PREPAID POSTAGE	01-1652	66703	3,000.00
PAYROLL-MS CONTRIBUTION	INV0001884	10/27/2023	ICMA ROTH IRA %	01-2319	DFT0007780	120.97
FAMILY SUPPORT DIVISION- CHILD SUPPORT OFFICE	INV0001885	10/27/2023	CHILD SUPPORT	01-2113	DFT0007781	184.62
PAYROLL-MS CONTRIBUTION	INV0001886	10/27/2023	ER PENSION 10%	01-2312	DFT0007782	801.80
PAYROLL-MS CONTRIBUTION	INV0001886	10/27/2023	ICMA ROTH 457 \$	01-2318	DFT0007782	1,888.08
PAYROLL-MS CONTRIBUTION	INV0001886	10/27/2023	ICMA ROTH 457 %	01-2318	DFT0007782	2,883.86
PAYROLL-MS CONTRIBUTION	INV0001886	10/27/2023	ICMA ROTH IRA \$	01-2319	DFT0007782	494.62
PAYROLL-MS CONTRIBUTION	INV0001886	10/27/2023	ICMA 457 \$	01-2322	DFT0007782	627.47
PAYROLL-MS CONTRIBUTION	INV0001886	10/27/2023	ICMA 457 %	01-2322	DFT0007782	1,916.62
PAYROLL-MS CONTRIBUTION	INV0001886	10/27/2023	ICMA 457 \$	01-2322	DFT0007782	7,700.43
PAYROLL-MS CONTRIBUTION	INV0001886	10/27/2023	ICMA LOAN PAYMENT	01-2324	DFT0007782	565.31
MOST-MISSOURI'S 529 SAVINGS PLAN	INV0001887	10/27/2023	MOST 529 COLLEGE SAVINGS	01-2323	DFT0007783	920.00
VOYA	INV0001888	10/27/2023	VOYA 457 %	01-2321	DFT0007784	1,626.14
DEPARTMENT OF TREASURY	INV0001889	10/27/2023	SOCIAL SECURITY	01-2102	DFT0007785	39,196.96
DEPARTMENT OF TREASURY	INV0001889	10/27/2023	MEDICARE	01-2103	DFT0007785	9,406.92
DEPARTMENT OF TREASURY	INV0001889	10/27/2023	FEDERAL WITHHOLDING	01-2104	DFT0007785	30,077.19
PAYROLL MISSOURI WITHHOLDING TAXES	INV0001890	10/27/2023	STATE WITHHOLDING	01-2105	DFT0007786	11,857.00
PAYROLL-MS CONTRIBUTION	INV0001891	10/27/2023	ICMA ROTH 457 %	01-2318	DFT0007795	3.38
DEPARTMENT OF TREASURY	INV0001892	10/27/2023	SOCIAL SECURITY	01-2102	DFT0007796	14.00
DEPARTMENT OF TREASURY	INV0001892	10/27/2023	MEDICARE	01-2103	DFT0007796	3.28
DEPARTMENT OF TREASURY	INV0001892	10/27/2023	FEDERAL WITHHOLDING	01-2104	DFT0007796	13.53
PAYROLL MISSOURI WITHHOLDING TAXES	INV0001893	10/27/2023	STATE WITHHOLDING	01-2105	DFT0007797	6.00
LAGERS	9103 OCT 2023	10/31/2023	LAGERS CONTRIBUTION OCT	01-2317	DFT0007828	124,971.32
DEPARTMENT OF TREASURY	INV0001894	10/31/2023	SOCIAL SECURITY	01-2102	DFT0007815	505.30
DEPARTMENT OF TREASURY	INV0001894	10/31/2023	MEDICARE	01-2103	DFT0007815	118.18
DEPARTMENT OF TREASURY	INV0001894	10/31/2023	FEDERAL WITHHOLDING	01-2104	DFT0007815	100.00
PAYROLL MISSOURI WITHHOLDING TAXES	INV0001895	10/31/2023	STATE WITHHOLDING	01-2105	DFT0007816	100.00
						239,102.98
						239,102.98

Council Report of invoices Paid Listing

Payment Dates: 10/19/2023 - 11/8/2023

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
Department: 11 - LEGISLATIVE SERVICES						
Division: 12 - MAYOR AND CITY COUNCIL						
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	MML Training-Henke	01-11-12-6261	DFT0007862	10.00
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	Council Dinner 9.14.2023	01-11-12-6264	DFT0007862	10.00
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	CCO Chamber Luncheon- Ne	01-11-12-6264	DFT0007862	26.00
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	Council Dinner 9.26.23	01-11-12-6264	DFT0007862	17.97
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	Council Dinner 9.26.23	01-11-12-6264	DFT0007862	239.43
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	Agenda Review	01-11-12-6264	DFT0007862	16.03
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	Donuts Coffee with the May	01-11-12-6264	DFT0007862	34.57
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	CCO Luncheon- Greer	01-11-12-6264	DFT0007862	26.00
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	Council Dinner 9.14.2023	01-11-12-6264	DFT0007862	160.89
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	Agenda Review	01-11-12-6264	DFT0007862	23.54
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	Neudorf- Additional cost- Ho	01-11-12-6265	DFT0007862	7.95
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	Charged incorrectly MML Co	01-11-12-6265	DFT0007862	184.82
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	Charged incorrectly MML Co	01-11-12-6265	DFT0007862	184.82
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	Charged incorrectly MML Co	01-11-12-6265	DFT0007862	184.82
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	Charged incorrectly MML Co	01-11-12-6265	DFT0007862	184.82
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	Charged incorrectly MML Co	01-11-12-6265	DFT0007862	184.82
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	Hotel- Greer- MML Conferen	01-11-12-6265	DFT0007862	746.40
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	Hotel- Neudorf- MML Confer	01-11-12-6265	DFT0007862	559.80
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	Refund-Hoffman Reservation	01-11-12-6265	DFT0007862	-178.65
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	Refund- Greer- Reservation I	01-11-12-6265	DFT0007862	-181.29
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	Frames- Awards/Proclamatio	01-11-12-7304	DFT0007862	330.44
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	Committee expenses - sugge	01-11-12-7315	DFT0007862	51.98

Council Report of invoices Paid Listing

Payment Dates: 10/19/2023 - 11/8/2023

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
MRC I LLC	2023-1014	10/26/2023	ELECTRONIC RECYCLING EVE	01-11-12-7315	381	4,245.00
ST LOUIS AREA INSURANCE TRUST	2407	11/01/2023	2022-2023 WORKERS COMP	01-11-12-5243	66717	0.57
Division 12 - MAYOR AND CITY COUNCIL Total:						7,070.73
Division: 13 - CITY CLERK						
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	MOCCFOA Athenian Dialogu	01-11-13-6261	DFT0007862	21.33
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	MoCCFOA- Regionals	01-11-13-6261	DFT0007862	56.00
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	MML Training-Henke	01-11-13-6261	DFT0007862	10.00
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	MML Training- Henke	01-11-13-6261	DFT0007862	10.00
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	MoCCFOA Athenian Dialogu	01-11-13-6265	DFT0007862	125.00
ST LOUIS AREA INSURANCE TRUST	2407	11/01/2023	2022-2023 WORKERS COMP	01-11-13-5243	66717	0.87
Division 13 - CITY CLERK Total:						223.20
Department 11 - LEGISLATIVE SERVICES Total:						7,293.93
Department: 12 - ADMINISTRATION						
Division: 11 - ADMINISTRATIVE						
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	Monthly Credit Reports	01-12-11-6202	DFT0007862	62.73
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	Pre-Employment Backgroun	01-12-11-6202	DFT0007862	15.55
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	MHP Pre-Employment Backg	01-12-11-6202	DFT0007862	15.55
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	Director Training - P Card Fee	01-12-11-6203	DFT0007862	25.81
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	Director Training - \$875.00 B	01-12-11-6203	DFT0007862	875.00
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	Social media advertising - Ve	01-12-11-6260	DFT0007862	1.45
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	Social media advertising - Ve	01-12-11-6260	DFT0007862	8.55
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	Business e-newsletter subscr	01-12-11-6262	DFT0007862	76.00
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	Wall Street Journal	01-12-11-6262	DFT0007862	4.00
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	CCO Chamber Luncheon- Per	01-12-11-6264	DFT0007862	26.00
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	ICMA Conf Stott - Credit ? 33	01-12-11-6265	DFT0007862	-339.30
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	ICMA Conf Stott 1-Night Dep	01-12-11-6265	DFT0007862	339.30

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	Refund- Perkins- Tax - MML	01-12-11-6265	DFT0007862	-30.70
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	MML Annual Conference Din	01-12-11-6265	DFT0007862	154.50
PAYLOCITY CORPORATION	INV1640677	10/26/2023	COBRA ADMINISTRATION	01-12-11-6203	66700	29.95
ST LOUIS AREA INSURANCE TRUST	2407	11/01/2023	2022-2023 WORKERS COMP	01-12-11-5243	66717	5.11
T MOBILE USA	971998911-20231021	11/01/2023	CITY PHONES ADMIN 9/21/2	01-12-11-6253	66719	49.50
Division 11 - ADMINISTRATIVE Total:						1,319.00
Division: 14 - MUNICIPAL COURT						
ST LOUIS AREA INSURANCE TRUST	2407	11/01/2023	2022-2023 WORKERS COMP	01-12-14-5243	66717	1.73
T MOBILE USA	971998911-20231021	11/01/2023	CITY PHONES COURT 9/21/2	01-12-14-6253	66719	24.75
Division 14 - MUNICIPAL COURT Total:						26.48
Department 12 - ADMINISTRATION Total:						1,345.48
Department: 13 - FINANCE						
Division: 11 - ADMINISTRATIVE						
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	GFOA BUDGET AWARD APPLI	01-13-11-6202	DFT0007862	345.00
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	APA CERTIFICATION EXAM -	01-13-11-6261	DFT0007862	395.00
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	GFOA DUES - TRACY BROTHE	01-13-11-6262	DFT0007862	75.00
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	GFOA DUES - KRISTA AKERS	01-13-11-6262	DFT0007862	75.00
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	GFOA DUES - LORI OBERMOE	01-13-11-6262	DFT0007862	75.00
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	MMLCONFERENCE HOTEL - L	01-13-11-6265	DFT0007862	538.75
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	GFOA FALL CONFERENCE - L	01-13-11-6265	DFT0007862	125.00
PAYROLL MISSOURI WITHHOLDING TAXES	INV0001890	10/27/2023	STATE WITHHOLDING	01-13-11-6202	DFT0007786	0.50
PAYROLL MISSOURI WITHHOLDING TAXES	INV0001895	10/31/2023	STATE WITHHOLDING	01-13-11-6202	DFT0007816	0.50
ST LOUIS AREA INSURANCE TRUST	2407	11/01/2023	2022-2023 WORKERS COMP	01-13-11-5243	66717	3.54
SIKICH LLP	33637	11/01/2023	FY24 AUDIT 1ST INVOICE	01-13-11-6209	392	15,000.00
T MOBILE USA	971998911-20231021	11/01/2023	CITY PHONES FIN 9/21/23-10	01-13-11-6253	66719	25.60
GFOA OF MISSOURI	NOV 23 LUNCH	11/01/2023	GFOA LUNCHEON 11/14/23	01-13-11-6264	66708	45.00
Division 11 - ADMINISTRATIVE Total:						16,703.89
Division: 15 - INTERDEPARTMENTAL						
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	Emp Wellness Garden - \$47.	01-13-15-6272	DFT0007862	47.49

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ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	RETIREMENT DESSERTS-HOR	01-13-15-6272	DFT0007862	88.00
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	PENS FOR DIANA MULLEN	01-13-15-7312	DFT0007862	22.12
AT&T	314-983-2705-0760-10/07/2	10/26/2023	MONITOR LINE ICE ARENA 1	01-13-15-6253	66688	117.77
ODP BUSINESS SOLUTIONS LLC	338114471001	10/26/2023	AAA BATTERIES SORT KWIK T	01-13-15-7312	66699	774.77
ODP BUSINESS SOLUTIONS LLC	339170980001	11/01/2023	SHARPIES AND PENS	01-13-15-7312	66714	388.93
MERCY CORPORATE HEALTH	695247	11/01/2023	SLAIT GRANT WELLNESS FAIR	01-13-15-7317	66712	840.00
Division 15 - INTERDEPARTMENTAL Total:						2,279.08
Division: 51 - MIS OPERATIONS						
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	4 mic stands 6 mic holders	01-13-51-6213	DFT0007862	244.70
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	tp-link 8port poe switch	01-13-51-6213	DFT0007862	65.99
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	usb extension cables usb to	01-13-51-6213	DFT0007862	41.67
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	2 usb multicharging cables	01-13-51-6213	DFT0007862	16.96
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	sonicwall firewall 1yr securit	01-13-51-6213	DFT0007862	1,185.19
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	zoom subscription	01-13-51-7332	DFT0007862	129.94
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	office HS 2021 (pw)	01-13-51-7332	DFT0007862	119.99
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	ms publisher 2021 (pd)	01-13-51-7332	DFT0007862	159.99
ST LOUIS AREA INSURANCE TRUST	2407	11/01/2023	2022-2023 WORKERS COMP	01-13-51-5243	66717	0.97
WINNING TECHNOLOGIES, INC.	28442	11/01/2023	IT Management Consultants	01-13-51-6202	394	1,800.00
T MOBILE USA	971998911-20231021	11/01/2023	CITY PHONES MIS 9/21/23-1	01-13-51-6253	66719	24.75
Division 51 - MIS OPERATIONS Total:						3,790.15
Department 13 - FINANCE Total:						22,773.12
Department: 14 - COMMUNITY SERVICES						
Division: 11 - ADMINISTRATIVE						
MYRLYNN HENLEY	120B	11/01/2023	TAI CHI INSTRUCTION 10/10/	01-14-11-6202	389	456.00
ST LOUIS AREA INSURANCE TRUST	2407	11/01/2023	2022-2023 WORKERS COMP	01-14-11-5243	66717	13.04
Division 11 - ADMINISTRATIVE Total:						469.04
Department 14 - COMMUNITY SERVICES Total:						469.04

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
Department: 16 - MUNICIPAL FACILITIES MAINTENANCE						
Division: 11 - ADMINISTRATIVE						
SPIRE	5003001000-10/13/23	10/23/2023	300 N NEW BALLAS CITY HAL	01-16-11-6252	DFT0007792	77.72
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	LOUNGE SUPPLIES FOR CITY	01-16-11-7304	DFT0007862	872.45
UNIFIRST CORPORATION	1880080484	10/26/2023	CITY HALL & PD UNIFORMS	01-16-11-7308	385	11.20
METROPOLITAN ST LOUIS SEWER DISTRICT	276595	10/26/2023	0247372-6: 300 N NEW BALL	01-16-11-6254	66696	-2,934.30
METROPOLITAN ST LOUIS SEWER DISTRICT	277341	10/26/2023	0247372-6: 300 N NEW BALL	01-16-11-6254	66695	622.44
WIEGMANN ASSOCIATES	79910	10/26/2023	HEAT PUMP & COOLING TO	01-16-11-9503	386	2,085.90
ST LOUIS AREA INSURANCE TRUST	2407	11/01/2023	2022-2023 WORKERS COMP	01-16-11-5243	66717	25.38
T MOBILE USA	971998911-20231021	11/01/2023	CITY PHONES BLDG MAINT 9	01-16-11-6253	66719	24.75
LOCAL CLEANERS LLC	000150	11/02/2023	GOV CENTER CLEANING OCT	01-16-11-6212	399	3,000.00
MISSOURI AMERICAN WATER CO	1017-210013915103-10/31/	11/02/2023	300 N NEW BALLAS RD DOM	01-16-11-6254	66734	369.59
UNIFIRST CORPORATION	1880081813	11/02/2023	CITY HALL & PD UNIFORMS	01-16-11-7308	403	11.20
Division 11 - ADMINISTRATIVE Total:						4,166.33
Department 16 - MUNICIPAL FACILITIES MAINTENANCE Total:						4,166.33
Department: 21 - POLICE						
Division: 11 - ADMINISTRATIVE						
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	4 LEO MEETING DUES	01-21-11-6264	DFT0007862	60.00
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	MEAL 2023 FALL RETRAINER	01-21-11-6265	DFT0007862	15.51
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	LODGING DURING 2023 FALL	01-21-11-6265	DFT0007862	255.14
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	MEAL DURING 2023 FALL RE	01-21-11-6265	DFT0007862	10.95
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	MEMORIAL BANDS	01-21-11-7302	DFT0007862	11.99
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	BUSINESS CARDS FOR COM	01-21-11-7304	DFT0007862	27.80
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	RETIREMENT DESSERTS-HOR	01-21-11-7306	DFT0007862	35.00
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	REFRIGERATOR FOR LUNCH R	01-21-11-9503	DFT0007862	1,499.00
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	REPLACEMENT CHAIR FOR C	01-21-11-9504	DFT0007862	117.49
UNIFIRST CORPORATION	1880080484	10/26/2023	CITY HALL & PD UNIFORMS	01-21-11-7308	385	5.94
MERCY CORPORATE HEALTH	691264	10/26/2023	PRE-EMPLOYMENT SCREENI	01-21-11-6271	66693	55.25
MERCY CORPORATE HEALTH	692058	10/26/2023	PRE-EMPLOYMENT SCREENI	01-21-11-6271	66693	700.25
MARCO HOLDINGS LLC	INV11705847	10/26/2023	CHIEF'S OFFICE COPIER MAI	01-21-11-6213	66692	84.32

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
FLORISSANT PSYCHOLOGICAL SERVICES I	MULNAT50	10/26/2023	PRE-EMPLOYMENT SCREENI	01-21-11-6203	66690	450.00
ST LOUIS AREA INSURANCE TRUST	2407	11/01/2023	2022-2023 WORKERS COMP	01-21-11-5243	66717	144.59
T MOBILE USA	971998911-20231021	11/01/2023	CITY PHONES POLICE 9/21/2	01-21-11-6253	66719	54.50
T MOBILE USA	972253619-20231020	11/01/2023	PD PHONES AND TABLETS PD	01-21-11-6253	66720	34.72
UNIFIRST CORPORATION	1880081813	11/02/2023	CITY HALL & PD UNIFORMS	01-21-11-7308	403	5.94
FRONTLINE PUBLIC SAFETY SOLUTIONS	FL91233	11/02/2023	FRONTLINE PSS MOBILE TOO	01-21-11-6202	397	750.00
MARCO HOLDINGS LLC	INV11740027	11/02/2023	RECORDS COPIER MAINT - 1	01-21-11-6213	66731	125.87
Division 11 - ADMINISTRATIVE Total:						4,444.26
Division: 21 - INVESTIGATION						
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	APPLICANT PRE SCREENING	01-21-21-6203	DFT0007862	230.00
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	8GB & 16GB FLASH DRIVES	01-21-21-7304	DFT0007862	65.62
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	CAMARA CASE	01-21-21-9504	DFT0007862	180.00
POMP'S TIRE SERVICE, INC.	1240041438	10/26/2023	TIRE FOR CAR 2412	01-21-21-6210	66702	208.32
ST LOUIS AREA INSURANCE TRUST	2407	11/01/2023	2022-2023 WORKERS COMP	01-21-21-5243	66717	154.34
T MOBILE USA	972253619-20231020	11/01/2023	PD PHONES AND TABLETS PD	01-21-21-6253	66720	47.75
T MOBILE USA	972253619-20231020	11/01/2023	PD PHONES AND TABLETS PD	01-21-21-6253	66720	-19.76
Division 21 - INVESTIGATION Total:						866.27
Division: 22 - PATROL						
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	UNLIMITED CAR WASHES FO	01-21-22-6210	DFT0007862	18.99
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	UNLIMITED CAR WASHES FO	01-21-22-6210	DFT0007862	455.76
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	UNLIMITED CAR WASHES FO	01-21-22-6210	DFT0007862	18.99
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	CELL PHONE ACCESSORIES	01-21-22-6253	DFT0007862	23.98
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	LODGING CREDIT - ARMORE	01-21-22-6265	DFT0007862	-100.00
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	LODGING CREDIT - ARMORE	01-21-22-6265	DFT0007862	-100.00
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	LODGING - ARMORER COUR	01-21-22-6265	DFT0007862	339.54
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	LODGING - ARMORER COUR	01-21-22-6265	DFT0007862	339.54
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	CAMARA CASE	01-21-22-6271	DFT0007862	56.99
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	3 COFFEE POTS	01-21-22-7302	DFT0007862	46.07

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	FOOD FOR FRIZBI	01-21-22-7304	DFT0007862	88.98
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	TABLECLOTHS AND ICE TRAY	01-21-22-7304	DFT0007862	14.99
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	CREDIT FOR GAS CARDS NOT	01-21-22-7307	DFT0007862	-150.00
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	UAV REMOTE ID FOR PD DRO	01-21-22-9503	DFT0007862	897.00
VALVOLINE LLC	221584	10/26/2023	OIL CHANGE FOR CAR 2410	01-21-22-6210	66705	39.98
VALVOLINE LLC	221652	10/26/2023	OIL CHANGE FOR CAR 2428	01-21-22-6210	66705	39.98
APPLIED CONCEPTS STALKER RADAR	426939	10/26/2023	CABLE KIT FOR STALKER RAD	01-21-22-6211	66687	123.40
MISSOURI STATE HIGHWAY PATROL	812HP024E73109	10/26/2023	1 CRIMINAL RECORDS SEARC	01-21-22-6203	66697	20.00
MOTOROLA SOLUTIONS INC	8281700721	10/26/2023	40 WALKITE TALKIE CHARGE	01-21-22-9503	66698	4,951.20
MOTOROLA SOLUTIONS INC	8281726118	10/26/2023	CREDIT FOR DEFECTIVE CHA	01-21-22-9503	66698	-123.78
DEFENDER PRODUCT SOLUTIONS, LLC	DPS-23-277	10/26/2023	LIGHTBAR REPAIR ON CAR 2	01-21-22-6210	376	262.50
AXON ENTERPRISE INC	INUS194753	10/26/2023	TASER STANDARD CARTRIDG	01-21-22-7313	372	458.15
AXON ENTERPRISE INC	INUS194798	10/26/2023	TASER STANDARD CARTRIDG	01-21-22-9503	372	1,166.20
LAGERS	9103 OCT 2023	10/31/2023	LAGERS CONTRIBUTION OCT	01-21-22-5241	DFT0007828	0.11
ST LOUIS AREA INSURANCE TRUST	2407	11/01/2023	2022-2023 WORKERS COMP	01-21-22-5243	66717	839.58
T MOBILE USA	972253619-20231020	11/01/2023	PD PHONES AND TABLETS PD	01-21-22-6253	66720	18.24
VALVOLINE LLC	212837	11/02/2023	OIL CHANGE FOR CAR 2402	01-21-22-6210	66743	39.98
VALVOLINE LLC	222176	11/02/2023	OIL CHANGE FOR CAR 2409	01-21-22-6210	66743	39.98
VALVOLINE LLC	222200	11/02/2023	OIL CHANGE FOR CAR 2427	01-21-22-6210	66743	39.98
VALVOLINE LLC	222205	11/02/2023	OIL CHANGE FOR CAR 2411	01-21-22-6210	66743	39.98
VALVOLINE LLC	222623	11/02/2023	OIL CHANGE FOR CAR 2419	01-21-22-6210	66743	39.98
PREFERRED TIRE RECYCLING OF ST LOUIS	SL105010383	11/02/2023	RECYCLED 54 TIRES	01-21-22-6210	401	135.00

Division 22 - PATROL Total: 10,081.29

Department 21 - POLICE Total: 15,391.82

Department: 31 - PUBLIC WORKS

Division: 11 - ADMINISTRATIVE

ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	PROFESSIONAL ENGINEER SE	01-31-11-6261	DFT0007862	300.00
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	HOTEL FOR NATIONAL APWA	01-31-11-6265	DFT0007862	1,240.12
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	DOOR HANGERS	01-31-11-7304	DFT0007862	15.40
ST LOUIS AREA INSURANCE TRUST	2407	11/01/2023	2022-2023 WORKERS COMP	01-31-11-5243	66717	20.84
T MOBILE USA	971998911-20231021	11/01/2023	CITY PHONES PW ADMIN 9/2	01-31-11-6253	66719	148.50
DELL MARKETING LP	10706234090	11/02/2023	MICROSOFT PROJECT 2021	01-31-11-6202	395	639.19

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
US BANK EQUIPMENT FINANCE	514211796	11/02/2023	COPIER LEASE & MAINTENA	01-31-11-6213	66742	224.51
DREXEL TECHNOLOGIES INC	INV118433	11/02/2023	COPIER LEASE/MAINTENANC	01-31-11-6213	396	77.48
Division 11 - ADMINISTRATIVE Total:						2,666.04
Division: 41 - STREET MAINTENANCE						
SPIRE	9717450000-10/13/23	10/23/2023	1030 N LINDBERGH LEAF SIT	01-31-41-6252	DFT0007859	24.26
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	APWA LUNCHEON	01-31-41-6261	DFT0007862	25.00
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	MISSOURI PST INSURANCE F	01-31-41-7307	DFT0007862	125.00
HYSPECO, INC.	00664694	10/26/2023	CONVEYOR FITTINGS	01-31-41-6211	380	12.66
HUMAN RESOURCE STAFFIN	1001075465	10/26/2023	PW TEMPORARY EMPLOYEE	01-31-41-6207	379	1,102.53
HUMAN RESOURCE STAFFIN	1001075559	10/26/2023	PW TEMPORARY EMPLOYEE	01-31-41-6207	379	1,089.66
ABSTENENCIA GENTRY	1261-2000013385	10/26/2023	PW TEMPORARY EMPLOYEE	01-31-41-6207	66683	434.70
NEW FRONTIER MATERIALS LLC	12698385	10/26/2023	1" MINUS STONE	01-31-41-7305	382	8.60
NEW FRONTIER MATERIALS LLC	12699302	10/26/2023	1" MINUS STONE	01-31-41-7305	382	84.80
SITONE LANDSCAPE SUPPLY HOLDING, LLC	135689097-001	10/26/2023	GUARD SHACK POWDER COA	01-31-41-7303	66704	629.48
AMERENUE	2523023477-10/12/23	10/26/2023	OLIVE LINDBERGH INTERCHA	01-31-41-6250	66685	118.89
AMERENUE	2523023477-10/13/23	10/26/2023	OLIVE LINDBERGH INTERCHA	01-31-41-6250	66686	170.16
METROPOLITAN ST LOUIS SEWER DISTRICT	276595	10/26/2023	0473730-0: 996 E RUE DE LA	01-31-41-6254	66696	100.74
METROPOLITAN ST LOUIS SEWER DISTRICT	276595	10/26/2023	0549319-2: 1030 N LINDBER	01-31-41-6254	66696	34.14
METROPOLITAN ST LOUIS SEWER DISTRICT	277341	10/26/2023	0473730-0: 996 E RUE DE LA	01-31-41-6254	66695	84.09
METROPOLITAN ST LOUIS SEWER DISTRICT	277341	10/26/2023	0549319-2: 1030 N LINDBER	01-31-41-6254	66695	34.14
K AND K SUPPLY	372914	10/26/2023	ROCKER WITCH	01-31-41-6211	66691	229.54
K AND K SUPPLY	381190	10/26/2023	BANDIT CHIPPER SHAFT	01-31-41-6211	66691	516.34
K AND K SUPPLY	C8834	10/26/2023	ROCKER WITCH	01-31-41-6211	66691	-229.54
AMERENUE	2316025009-10/06/23	10/27/2023	10276 OLIVE PED LIGHTING	01-31-41-6251	DFT0007794	39.84
SPIRE	9717450000-10/18/23	10/30/2023	1030 N LINDBERGH LEAF SIT	01-31-41-6252	DFT0007832	4.85
ST LOUIS AREA INSURANCE TRUST	2407	11/01/2023	2022-2023 WORKERS COMP	01-31-41-5243	66717	243.81
T MOBILE USA	971998911-20231021	11/01/2023	CITY PHONES STREETS 9/21/	01-31-41-6253	66719	123.75
JOHNNY ON THE SPOT #347	0347-000262292	11/02/2023	PORTA JOHNS SEPT 23	01-31-41-6266	66728	506.90
HUMAN RESOURCE STAFFIN	1001075634	11/02/2023	PW TEMPORARY EMPLOYEE	01-31-41-6207	398	952.38
MISSOURI AMERICAN WATER CO	1017-210041137908-10/23/	11/02/2023	1000 BARNES WEST DR FRFL	01-31-41-6254	66737	5,641.36
MISSOURI AMERICAN WATER CO	1017-210041137908-10/23/	11/02/2023	12015 OLIVE BLVD IRRIG 8/2	01-31-41-6254	66737	2,386.92

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
MISSOURI AMERICAN WATER CO	1017-210041137908-10/23/	11/02/2023	309 S NEW BALLAS RD IRRIG	01-31-41-6254	66737	20.18
MISSOURI AMERICAN WATER CO	1017-210041137908-10/23/	11/02/2023	241 S NEW BALLAS RD IRRIG	01-31-41-6254	66737	237.25
MISSOURI AMERICAN WATER CO	1017-210041137908-10/23/	11/02/2023	12136 OLIVE BLVD IRRIG 8/2	01-31-41-6254	66737	1,946.07
MISSOURI AMERICAN WATER CO	1017-210041137908-10/23/	11/02/2023	996 E RUE DE LA BANQU 8/2	01-31-41-6254	66737	111.45
MISSOURI AMERICAN WATER CO	1017-210041137908-10/23/	11/02/2023	12301 CONWAY RD IRRIG 8/	01-31-41-6254	66737	151.77
MISSOURI AMERICAN WATER CO	1017-210041137908-10/23/	11/02/2023	11702 OLIVE BLVD IRRIG 8/2	01-31-41-6254	66737	137.43
MISSOURI AMERICAN WATER CO	1017-210041137908-10/23/	11/02/2023	12536 OLIVE BLVD IRRIG 8/2	01-31-41-6254	66737	460.74
MISSOURI AMERICAN WATER CO	1017-210041137908-10/23/	11/02/2023	201 N NEW BALLAS RD IRRIG	01-31-41-6254	66737	237.25
MISSOURI AMERICAN WATER CO	1017-210041137908-10/23/	11/02/2023	145 S NEW BALLAS RD IRRIG	01-31-41-6254	66737	119.92
MISSOURI AMERICAN WATER CO	1017-210041240477-10/27/	11/02/2023	631 S NEW BALLAS RD IRRIG	01-31-41-6254	66735	390.63
MISSOURI AMERICAN WATER CO	1017-210041240477-10/27/	11/02/2023	333 S NEW BALLAS RD IRRIG	01-31-41-6254	66735	14.99
MISSOURI AMERICAN WATER CO	1017-210041240477-10/27/	11/02/2023	599 S NEW BALLAS RD IRRIG	01-31-41-6254	66735	94.01
MISSOURI AMERICAN WATER CO	1017-210041240477-10/27/	11/02/2023	298 N NEW BALLAS RD 9/26/	01-31-41-6254	66735	211.28
ABSTENENCIA GENTRY	1261-2000013393	11/02/2023	PW TEMPORARY EMPLOYEE	01-31-41-6207	66722	463.68
CEE KAY SUPPLY INC	1720367	11/02/2023	TANK RENTAL SEPT 23	01-31-41-7307	66724	60.30
UNIFIRST CORPORATION	1880080490	11/02/2023	PW GARAGE UNIFORMS	01-31-41-7308	403	66.80
UNIFIRST CORPORATION	1880082980	11/02/2023	PW UNIFORMS	01-31-41-7308	403	69.10
MCCONNELLS OF ST LOUIS INC	2310-087008	11/02/2023	CRAFCO ROADSAVER - PALLE	01-31-41-7305	66732	1,530.00
ENERGY PETROLEUM CO	300494	11/02/2023	DIESEL FUEL AT PW GARAGE	01-31-41-7307	66726	2,889.78
RUSH TRUCK CENTER	3034709947	11/02/2023	319 PARTS	01-31-41-6210	66739	1,064.18
K AND K SUPPLY	382336	11/02/2023	BANDIT CHIPPER PARTS - LO	01-31-41-6211	66730	9.45
SUNTRUP FORD INC	483668	11/02/2023	216 LIFT CXL	01-31-41-6210	66741	42.40
BEARING HEADQUARTERS C	5931271	11/02/2023	BANDIT BEARINGS	01-31-41-6211	66723	147.82
ST LOUIS METRO ELECTRIC SUPPLY INC	M37223-00	11/02/2023	(2) DOUBLE PAR LIGHT FIXTU	01-31-41-6212	402	38.00
SPIRE	7725111000-10/25/23	11/06/2023	996 RUE DE LA BANQUE 8/1	01-31-41-6252	DFT0007863	25.13
SPIRE	7725111000-10/25/23	11/06/2023	996 RUE DE LA BANQUE 9/1	01-31-41-6252	DFT0007863	94.82
Division 41 - STREET MAINTENANCE Total:						25,129.43
Division: 43 - PARKS MAINTENANCE						
SPIRE	9717450000-10/13/23	10/23/2023	1030 N LINDBERGH LEAF SIT	01-31-43-6252	DFT0007859	24.26
HYSPECO, INC.	00664694	10/26/2023	CONVEYOR FITTINGS	01-31-43-6211	380	4.22

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
HUMAN RESOURCE STAFFIN	1001075465	10/26/2023	PW TEMPORARY EMPLOYEE	01-31-43-6207	379	367.51
HUMAN RESOURCE STAFFIN	1001075559	10/26/2023	PW TEMPORARY EMPLOYEE	01-31-43-6207	379	363.22
ABSTENENCIA GENTRY	1261-2000013385	10/26/2023	PW TEMPORARY EMPLOYEE	01-31-43-6207	66683	144.90
RACHEL C BALLARD	14411	10/26/2023	EMERGENCY TREE REMOVAL	01-31-43-6212	384	4,900.00
METROPOLITAN ST LOUIS SEWER DISTRICT	276595	10/26/2023	0783768-5: 902 N MASON R	01-31-43-6224	66696	50.79
METROPOLITAN ST LOUIS SEWER DISTRICT	276595	10/26/2023	0472261-7: 12100 CONWAY	01-31-43-6254	66696	39.69
METROPOLITAN ST LOUIS SEWER DISTRICT	276595	10/26/2023	0578184-4: 601 COEUR DE V	01-31-43-6254	66696	267.24
METROPOLITAN ST LOUIS SEWER DISTRICT	276595	10/26/2023	0578025-9: 1000 BARNES W	01-31-43-6254	66696	195.09
METROPOLITAN ST LOUIS SEWER DISTRICT	276595	10/26/2023	0567312-4: 10620 COUNTRY	01-31-43-6254	66696	72.99
METROPOLITAN ST LOUIS SEWER DISTRICT	276595	10/26/2023	0034325-1: 11370 ST PAUL S	01-31-43-6254	66696	45.24
METROPOLITAN ST LOUIS SEWER DISTRICT	277341	10/26/2023	0783768-5: 902 N MASON R	01-31-43-6224	66695	50.79
METROPOLITAN ST LOUIS SEWER DISTRICT	277341	10/26/2023	0567312-4: 10620 COUNTRY	01-31-43-6254	66695	67.44
METROPOLITAN ST LOUIS SEWER DISTRICT	277341	10/26/2023	0578184-4: 601 COEUR DE V	01-31-43-6254	66695	278.34
METROPOLITAN ST LOUIS SEWER DISTRICT	277341	10/26/2023	0578025-9: 1000 BARNES W	01-31-43-6254	66695	178.44
METROPOLITAN ST LOUIS SEWER DISTRICT	277341	10/26/2023	0034325-1: 11370 ST PAUL S	01-31-43-6254	66695	45.24
METROPOLITAN ST LOUIS SEWER DISTRICT	277341	10/26/2023	0472261-7: 12100 CONWAY	01-31-43-6254	66695	39.69
K AND K SUPPLY	372914	10/26/2023	ROCKER WITCH	01-31-43-6211	66691	76.51
K AND K SUPPLY	381190	10/26/2023	BANDIT CHIPPER SHAFT	01-31-43-6211	66691	172.12
K AND K SUPPLY	C8834	10/26/2023	ROCKER WITCH	01-31-43-6211	66691	-76.51
SPIRE	9717450000-10/18/23	10/30/2023	1030 N LINDBERGH LEAF SIT	01-31-43-6252	DFT0007832	4.84
ST LOUIS AREA INSURANCE TRUST	2407	11/01/2023	2022-2023 WORKERS COMP	01-31-43-5243	66717	62.95
T MOBILE USA	971998911-20231021	11/01/2023	CITY PHONES PARKS 9/21/23	01-31-43-6253	66719	24.75
JAMES B BROWN	FY24 BALANCE	11/01/2023	FY24 DOG PARK TAGS BALAN	01-31-43-6247	66711	637.50
JOHNNY ON THE SPOT #347	0347-000262292	11/02/2023	PORTA JOHNS SEPT 23	01-31-43-6266	66728	506.91
HUMAN RESOURCE STAFFIN	1001075634	11/02/2023	PW TEMPORARY EMPLOYEE	01-31-43-6207	398	317.46
MISSOURI AMERICAN WATER CO	1017-210013559299-10/02/	11/02/2023	12301 CONWAY RD 8/26/23-	01-31-43-6254	66736	20.18
MISSOURI AMERICAN WATER CO	1017-210041137908-10/23/	11/02/2023	601 COEUR DE VILLE DR 8/2	01-31-43-6254	66737	418.29
MISSOURI AMERICAN WATER CO	1017-210041137908-10/23/	11/02/2023	12100 CONWAY RD PARK 8/2	01-31-43-6254	66737	92.17
MISSOURI AMERICAN WATER CO	1017-210041240477-10/27/	11/02/2023	10620 COUNTRY VIEW DR 9/	01-31-43-6254	66735	57.90

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
MISSOURI AMERICAN WATER CO	1017-210041240477-10/27/	11/02/2023	11370 ST PAUL ST PARK 9/28	01-31-43-6254	66735	51.94
MISSOURI AMERICAN WATER CO	1017-210041240477-10/27/	11/02/2023	203 TOWNSEND ST 9/29/23-	01-31-43-6254	66735	11.09
ABSTENENCIA GENTRY	1261-2000013393	11/02/2023	PW TEMPORARY EMPLOYEE	01-31-43-6207	66722	154.56
CEE KAY SUPPLY INC	1720367	11/02/2023	TANK RENTAL SEPT 23	01-31-43-7307	66724	20.10
UNIFIRST CORPORATION	1880080490	11/02/2023	PW GARAGE UNIFORMS	01-31-43-7308	403	22.26
UNIFIRST CORPORATION	1880082980	11/02/2023	PW UNIFORMS	01-31-43-7308	403	23.04
ENERGY PETROLEUM CO	300494	11/02/2023	DIESEL FUEL AT PW GARAGE	01-31-43-7307	66726	974.16
RUSH TRUCK CENTER	3034709947	11/02/2023	319 PARTS	01-31-43-6210	66739	354.72
PHILIBERT SECURITY SYSTEMS INC	332986	11/02/2023	TAPP HOUSE ALARM SYSTEM	01-31-43-6224	66738	41.95
PHILIBERT SECURITY SYSTEMS INC	334374	11/02/2023	TAPP HOUSE ALARM MONIT	01-31-43-6224	66738	41.95
PHILIBERT SECURITY SYSTEMS INC	335798	11/02/2023	TAPP HOUSE ALARM MONIT	01-31-43-6224	66738	41.95
PHILIBERT SECURITY SYSTEMS INC	337090	11/02/2023	TAPP HOUSE ALARM MONIT	01-31-43-6224	66738	41.95
PHILIBERT SECURITY SYSTEMS INC	337523	11/02/2023	TAPP HOUSE ALARM MONIT	01-31-43-6224	66738	41.95
PHILIBERT SECURITY SYSTEMS INC	338358	11/02/2023	TAPP HOUSE ALARM MONIT	01-31-43-6224	66738	41.95
PHILIBERT SECURITY SYSTEMS INC	339613	11/02/2023	TAPP HOUSE ALARM MONIT	01-31-43-6224	66738	41.95
PHILIBERT SECURITY SYSTEMS INC	341212	11/02/2023	TAPP HOUSE ALARM MONIT	01-31-43-6224	66738	41.95
K AND K SUPPLY	382336	11/02/2023	BANDIT CHIPPER PARTS - LO	01-31-43-6211	66730	3.15
SUNTRUP FORD INC	483668	11/02/2023	216 LIFT CXL	01-31-43-6210	66741	14.14
BEARING HEADQUARTERS C	5931271	11/02/2023	BANDIT BEARINGS	01-31-43-6211	66723	49.28
CUSTOM HOME ELEVATORS OF ST. LOUIS, INC.	61523-JMS3	11/02/2023	SERVICE CALL 6/15/23 - 1 S	01-31-43-6224	66725	535.00
SPIRE	7725111000-10/25/23	11/06/2023	996 RUE DE LA BANQUE 8/1	01-31-43-6252	DFT0007863	25.14
SPIRE	7725111000-10/25/23	11/06/2023	996 RUE DE LA BANQUE 9/1	01-31-43-6252	DFT0007863	94.83

Division 43 - PARKS MAINTENANCE Total: 12,119.17

Department 31 - PUBLIC WORKS Total: 39,914.64

Department: 32 - COMMUNIITY DEVELOPMENT

Division: 11 - ADMINISTRATIVE

ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	FOOD FOR PZ MEETING	01-32-11-6264	DFT0007862	198.30
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	FOOD FOR PZ MEETING	01-32-11-6264	DFT0007862	18.98
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	BI-STATE PLANNING CONFER	01-32-11-6265	DFT0007862	268.61
MCLAUGHLIN COURT REPORTING SERVICES INC	102323-1	11/01/2023	P&Z PROJECT 23-031	01-32-11-6202	388	35.80

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
PGAV PLANNERS LLC	117904	11/01/2023	PROFESSIONAL SERVICES FO	01-32-11-6204	66715	14,701.25
ST LOUIS AREA INSURANCE TRUST	2407	11/01/2023	2022-2023 WORKERS COMP	01-32-11-5243	66717	2.58
GILMORE & BELL PC	8052479	11/01/2023	PROFESSIONAL SERVICES OLI	01-32-11-6204	66709	592.50
T MOBILE USA	971998911-20231021	11/01/2023	CITY PHONES PLNING 9/21/2	01-32-11-6253	66719	24.75
Division 11 - ADMINISTRATIVE Total:						15,842.77
Division: 61 - BUILDING DEPARTMENT						
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	FOOD FOR MABOI CONFERE	01-32-61-6265	DFT0007862	13.12
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	RUBBER BANDS	01-32-61-7304	DFT0007862	21.32
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	NATIONAL ELECTRIC CODE H	01-32-61-7304	DFT0007862	280.00
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	FLASHLIGHT LASER POINTER	01-32-61-7304	DFT0007862	60.95
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	HEAVY DUTY CLIPBOARD	01-32-61-7304	DFT0007862	29.87
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	INTERNATIONAL BUILDING C	01-32-61-7304	DFT0007862	12.00
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	RUBBER BANDS	01-32-61-7304	DFT0007862	62.92
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	SAFETY HAT	01-32-61-7308	DFT0007862	33.00
PERALES AE LAWN CARE LLC	087204	11/01/2023	HIGH WEEDS/GRASS 200 S	01-32-61-6215	390	543.75
PERALES AE LAWN CARE LLC	087205	11/01/2023	HIGH WEEDS/GRASS 204 S	01-32-61-6215	390	543.75
ST LOUIS AREA INSURANCE TRUST	2407	11/01/2023	2022-2023 WORKERS COMP	01-32-61-5243	66717	165.97
T MOBILE USA	971998911-20231021	11/01/2023	CITY PHONES BUILDING 9/21	01-32-61-6253	66719	123.75
Division 61 - BUILDING DEPARTMENT Total:						1,890.40
Department 32 - COMMUNIITY DEVELOPMENT Total:						17,733.17
Fund 01 - GENERAL FUND Total:						348,190.51
Fund: 02 - CAPITAL IMPROVEMENT FUND						
Department: 61 - CIP						
Division: 71 - CIP						
AMCON MUNICIPAL CONCRETE LLC	2302RET	10/26/2023	STREET MAINTENANCE 2023	02-61-71-9510	66684	19,442.50
AMCON MUNICIPAL CONCRETE LLC	2302RET	10/26/2023	STREET MAINTENACE 2023 P	02-61-71-9510	66684	43,149.62
CTM SERVICES	6492	10/26/2023	DRC OLY PARTS AND REPAIR	02-61-71-9516	375	35,479.94
THE DAVENPORT GROUP USA LTD	23C10-MOCC	11/01/2023	LAMA BUILDING PERMITTIN	02-61-71-9516	393	22,891.30
ST LOUIS AREA INSURANCE TRUST	2407	11/01/2023	2022-2023 WORKERS COMP	02-61-71-5243	66717	30.90

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WILLIAM M HAMPTON	2315	11/02/2023	ROW ACQUISITION CONSULT	02-61-71-9510	66744	4,950.00
						Division 71 - CIP Total: 125,944.26
						Department 61 - CIP Total: 125,944.26
						Fund 02 - CAPITAL IMPROVEMENT FUND Total: 125,944.26
Fund: 05 - PARKS & STORMWATER FUND						
Department: 61 - CIP						
Division: 71 - CIP						
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	Portable Easels	05-61-71-9506	DFT0007862	74.67
BRADY CONSTRUCTION INC	PAY APP #2	10/26/2023	PARK RESTROOM CONVERSI	05-61-71-9506	374	71,777.70
ST LOUIS AREA INSURANCE TRUST	2407	11/01/2023	2022-2023 WORKERS COMP	05-61-71-5243	66717	28.27
IDEAL LANDSCAPE CONSTRUCTION INC	4	11/02/2023	MILLENNIUM PARK PHASE 1	05-61-71-9506	66727	230,733.04
						Division 71 - CIP Total: 302,613.68
						Department 61 - CIP Total: 302,613.68
						Fund 05 - PARKS & STORMWATER FUND Total: 302,613.68
Fund: 06 - MUNICIPAL ENTERPRISE FUND						
Department: 14 - COMMUNITY SERVICES						
Division: 31 - ICE ARENA						
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	Annual Rink Tech Membershi	06-14-31-6262	DFT0007862	75.00
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	No Parking Signs for Garage	06-14-31-7304	DFT0007862	45.88
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	Staff Hats	06-14-31-7308	DFT0007862	57.52
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	Meeting Room Podium	06-14-31-9503	DFT0007862	170.00
NEW SYSTEM LLC	100861-01	10/26/2023	CUSTODIAL SUPPLIES DRC	06-14-31-7301	383	3.24
NEW SYSTEM LLC	101223	10/26/2023	CUSTODIAL SUPPLIES	06-14-31-7301	383	248.12
METROPOLITAN ST LOUIS SEWER DISTRICT	276595	10/26/2023	1049261-9: 11400 OLDE CAB	06-14-31-6254	66696	1,690.19
METROPOLITAN ST LOUIS SEWER DISTRICT	277341	10/26/2023	1049261-9: 11400 OLDE CAB	06-14-31-6254	66695	1,349.28
ARAMARK UNIFORM SERVICES	6170201766	10/26/2023	MOP & TOWEL SERVICE DRC	06-14-31-7301	371	32.01
GRAINGER	9869264193	10/26/2023	MISC MAINT SUPPLIES DRC	06-14-31-6212	378	108.62
GRAINGER	9869264201	10/26/2023	MISC MAINT SUPPLIES DRC	06-14-31-6212	378	31.03
ELECTRICAL & DATA SERVICE COMPANY	I000242-1	10/26/2023	WORK AT THE DRC	06-14-31-6212	377	357.70
SPIRE	4981701000-10/18/23	10/30/2023	11400 OLDE CABIN RD 9/16/	06-14-31-6252	DFT0007793	1,767.74
AMERENUE	1801001713-10/11/23	11/01/2023	11400 OLDE CABIN ICE AREN	06-14-31-6250	DFT0007789	8,700.44

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
ST LOUIS AREA INSURANCE TRUST	2407	11/01/2023	2022-2023 WORKERS COMP	06-14-31-5243	66717	70.63
ARAMARK UNIFORM SERVICES	6170204283	11/01/2023	MOP & TOWEL SERVICE DRC	06-14-31-7301	387	32.01
RHINE PARACO GAS OF ST LOUIS	760035	11/01/2023	PROPANE FOR OLYMPIA DRC	06-14-31-7307	66716	214.83
T MOBILE USA	971998911-20231021	11/01/2023	CITY PHONES GOLF 9/21/23-	06-14-31-6253	66719	24.75
T MOBILE USA	971998911-20231021	11/01/2023	CITY PHONES ICE RINK 9/21/	06-14-31-6253	66719	24.75
MISSOURI AMERICAN WATER CO	1017-210013831700-10/18/	11/02/2023	11400 OLDE CABIN RD 8/18/	06-14-31-6254	66733	2,609.37
Division 31 - ICE ARENA Total:						17,613.11
Division: 32 - GOLF MAINTENANCE						
AMERENUE	0639074006-10/11/23	11/01/2023	11400 OLDE CABIN LAKE FO	06-14-32-6250	DFT0007790	94.27
ST LOUIS AREA INSURANCE TRUST	2407	11/01/2023	2022-2023 WORKERS COMP	06-14-32-5243	66717	21.51
AMERENUE	4863142006-10/11/23	11/01/2023	11400 OLDE CABIN GOLF FA	06-14-32-6250	DFT0007791	9.14
AMERENUE	7072604119-10/11/23	11/01/2023	11400 OLDE CABIN MAINT S	06-14-32-6250	DFT0007820	51.58
T MOBILE USA	971998911-20231021	11/01/2023	CITY PHONES GOLF MAINT 9	06-14-32-6253	66719	24.75
GREENSPRO INC	INV0054808	11/01/2023	CHIPCO FUNGICIDE	06-14-32-7303	66710	195.00
GREENSPRO INC	INV0054809	11/01/2023	INSTRATA AND DAC ACTION	06-14-32-7303	66710	1,470.00
MISSOURI AMERICAN WATER CO	1017-210013831700-10/18/	11/02/2023	11400 OLDE CABIN RD 8/18/	06-14-32-6254	66733	19,792.46
Division 32 - GOLF MAINTENANCE Total:						21,658.71
Division: 33 - PRO-SHOP						
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	course sign	06-14-33-6260	DFT0007862	58.44
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	Staff Hats	06-14-33-7308	DFT0007862	73.72
METROPOLITAN ST LOUIS SEWER DISTRICT	276595	10/26/2023	1049261-9: 11400 OLDE CAB	06-14-33-6254	66696	563.40
METROPOLITAN ST LOUIS SEWER DISTRICT	277341	10/26/2023	1049261-9: 11400 OLDE CAB	06-14-33-6254	66695	449.76
ARAMARK UNIFORM SERVICES	6170201766	10/26/2023	MOP & TOWEL SERVICE DRC	06-14-33-7301	371	19.92
AMERENUE	9601003815-10/10/23	10/31/2023	11400 OLDE CABIN GOLF SH	06-14-33-6250	DFT0007788	2,157.73
ST LOUIS AREA INSURANCE TRUST	2407	11/01/2023	2022-2023 WORKERS COMP	06-14-33-5243	66717	13.38
ARAMARK UNIFORM SERVICES	6170204283	11/01/2023	MOP & TOWEL SERVICE DRC	06-14-33-7301	387	19.92
YAMAHA MOTOR FINANCE CORPORATION USA	811144	11/01/2023	Golf Cart Lease - 1st Year of	06-14-33-9503	66721	5,340.00
YAMAHA MOTOR FINANCE CORPORATION USA	821245	11/01/2023	Golf Cart Lease - 1st Year of	06-14-33-9503	66721	5,340.00

Council Report of invoices Paid Listing

Payment Dates: 10/19/2023 - 11/8/2023

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
CALLAWAY GOLF SALES COMPANY	937124232	11/01/2023	GOLF BALLS FOR RESALE	06-14-33-8324	66707	462.22
Division 33 - PRO-SHOP Total:						14,498.49
Division: 34 - FOOD SERVICES						
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	beer for resale	06-14-34-8316	DFT0007862	141.43
ARAMARK UNIFORM SERVICES	6170201766	10/26/2023	MOP & TOWEL SERVICE DRC	06-14-34-7301	371	14.00
PEPSICO BEVERAGE SALES LL	97520558	10/26/2023	SODA FOR RESALE	06-14-34-8317	66701	334.08
BREAKTHRU BEVERAGE GROUP	112428571	11/01/2023	BEER FOR RESALE	06-14-34-8316	66706	143.68
RL MUELLER NATIONAL DIST INC	114132	11/01/2023	FOOD/SNACKS FOR RESALE	06-14-34-8315	391	106.15
RL MUELLER NATIONAL DIST INC	114132	11/01/2023	FOOD/SNACKS FOR RESALE	06-14-34-8319	391	217.00
ST LOUIS AREA INSURANCE TRUST	2407	11/01/2023	2022-2023 WORKERS COMP	06-14-34-5243	66717	1.83
ARAMARK UNIFORM SERVICES	6170204283	11/01/2023	MOP & TOWEL SERVICE DRC	06-14-34-7301	387	14.00
D AND D DISTRIBUTORS LLP	507665	11/08/2023	BEER FOR RESALE	06-14-34-8316	66745	394.20
D AND D DISTRIBUTORS LLP	507666	11/08/2023	BEER FOR RESALE	06-14-34-8316	66745	132.60
D AND D DISTRIBUTORS LLP	519281	11/08/2023	BEER FOR RESALE	06-14-34-8316	66745	395.90
D AND D DISTRIBUTORS LLP	531196	11/08/2023	BEER FOR RESALE	06-14-34-8316	66745	200.00
Division 34 - FOOD SERVICES Total:						2,094.87
Department 14 - COMMUNITY SERVICES Total:						55,865.18
Fund 06 - MUNICIPAL ENTERPRISE FUND Total:						55,865.18
Fund: 11 - SEWER LATERAL FUND						
Department: 61 - CIP						
Division: 93 - SEWER LATERAL						
ST LOUIS AREA INSURANCE TRUST	2407	11/01/2023	2022-2023 WORKERS COMP	11-61-93-5243	66717	3.61
Division 93 - SEWER LATERAL Total:						3.61
Department 61 - CIP Total:						3.61
Fund 11 - SEWER LATERAL FUND Total:						3.61
Fund: 19 - PUBLIC SAFETY FUND						
Department: 21 - POLICE						
Division: 23 - COUNTY PUBLIC SAFETY-PROP P						
SPIRE	0076006378-10/13/23	10/23/2023	350 N NEW BALLAS RD 9/14/	19-21-23-6252	DFT0007779	100.81
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	LODGING DURING DARE TRA	19-21-23-6261	DFT0007862	524.30
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	BASIC REPORT WRITING -YAK	19-21-23-6261	DFT0007862	50.00

Council Report of invoices Paid Listing

Payment Dates: 10/19/2023 - 11/8/2023

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	LODGING DURING DARE TRA	19-21-23-6261	DFT0007862	524.30
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	TOOTH PICKS	19-21-23-7304	DFT0007862	9.99
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	COFFEE FILTERS	19-21-23-7304	DFT0007862	14.95
ARVEST BANK OPERATIONS INC	SEP 23 PURCHASES	10/23/2023	LOUNGE SUPPLIES FOR PD	19-21-23-7304	DFT0007862	441.51
NEW SYSTEM LLC	101245	10/26/2023	BUILDING SUPPLIES	19-21-23-6212	383	318.26
METROPOLITAN ST LOUIS SEWER DISTRICT	1225607-9-10/12/23	10/26/2023	PD SUMMARY BILLING 1225	19-21-23-6254	66694	95.89
CHARTER COMMUNICATION	173957801100123	10/26/2023	PD PHONE 10/1/23-10/31/2	19-21-23-6253	66689	279.93
CHARTER COMMUNICATION	173957801100123	10/26/2023	PD TV AND INTERNET 10/1/2	19-21-23-6255	66689	254.19
WIEGMANN ASSOCIATES	79972	10/26/2023	SERVICE CALL REPAIR AT 350	19-21-23-9501	386	320.00
BEST TECHNOLOGY SYSTEMS INC	BTL-23290	10/26/2023	FIRING RANGE LEAD ABATM	19-21-23-9501	373	3,335.00
LOCAL CLEANERS LLC	000149	11/02/2023	PD COMMERCIAL CLEANING	19-21-23-6212	399	1,275.00
WILL ELECTRONICS	0276320-IN	11/02/2023	INTERVIEW ROOM VIDEO UP	19-21-23-9503	405	9,992.80
NEW SYSTEM LLC	101245-01	11/02/2023	PD BUILDING SUPPLIES	19-21-23-6212	400	104.42
JOHNSON CONTROLS FIRE PROTECTION LP	23772918	11/02/2023	PD SVC AGREEMENT ON THE	19-21-23-6211	66729	1,001.00
SHERWIN WILLIAMS	3471-3	11/02/2023	PAINT FOR PD	19-21-23-6212	66740	285.67
UTILITY ASSOCIATES INC	44118	11/02/2023	24 EXTERNAL KICKFAST HOL	19-21-23-9503	404	1,465.00
Division 23 - COUNTY PUBLIC SAFETY-PROP P Total:						20,393.02
Department 21 - POLICE Total:						20,393.02
Fund 19 - PUBLIC SAFETY FUND Total:						20,393.02
Fund: 99 - POOLED CASH						
ARVEST BANK	1797-10/23/23	10/25/2023	EPAYMENT 10/25/23	99-2809	DFT0007848	1,285.75
ARVEST BANK	1797-10/30/23	11/01/2023	EPAYMENT 11/01/23	99-2809	DFT0007849	11,493.99
ARVEST BANK	1797-11/06/23	11/08/2023	EPAYMENT 11/08/23	99-2809	DFT0007850	11,468.61
						24,248.35
						24,248.35
Fund 99 - POOLED CASH Total:						24,248.35
Grand Total:						877,258.61

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	348,190.51
02 - CAPITAL IMPROVEMENT FUND	125,944.26
05 - PARKS & STORMWATER FUND	302,613.68
06 - MUNICIPAL ENTERPRISE FUND	55,865.18
11 - SEWER LATERAL FUND	3.61
19 - PUBLIC SAFETY FUND	20,393.02
99 - POOLED CASH	24,248.35
Grand Total:	877,258.61

Account Summary

Account Number	Account Name	Payment Amount
01-11-12-5243	WORKERS COMPENSATI	0.57
01-11-12-6261	EDUCATION & TRAINING	10.00
01-11-12-6264	IN TOWN MEETINGS	554.43
01-11-12-6265	TRAVEL & CONFERENCE	1,878.31
01-11-12-7304	GENERAL SUPPLIES	330.44
01-11-12-7315	SPECIAL EVENTS	4,296.98
01-11-13-5243	WORKERS COMPENSATI	0.87
01-11-13-6261	EDUCATION & TRAINING	97.33
01-11-13-6265	TRAVEL & CONFERENCE	125.00
01-12-11-5243	WORKERS COMPENSATI	5.11
01-12-11-6202	TECHNICAL AND PERSO	93.83
01-12-11-6203	PROFESSIONAL SERVICE	930.76
01-12-11-6253	TELEPHONE	49.50
01-12-11-6260	ADVERTISING	10.00
01-12-11-6262	DUES MEMBERSHIPS &	80.00
01-12-11-6264	IN TOWN MEETINGS	26.00
01-12-11-6265	TRAVEL & CONFERENCE	123.80
01-12-14-5243	WORKERS COMPENSATI	1.73
01-12-14-6253	TELEPHONE	24.75
01-13-11-5243	WORKERS COMPENSATI	3.54
01-13-11-6202	TECHNICAL AND PERSO	346.00
01-13-11-6209	ACCOUNTING SERVICES	15,000.00
01-13-11-6253	TELEPHONE	25.60
01-13-11-6261	EDUCATION & TRAINING	395.00
01-13-11-6262	DUES MEMBERSHIPS &	225.00
01-13-11-6264	IN TOWN MEETINGS	45.00
01-13-11-6265	TRAVEL & CONFERENCE	663.75
01-13-15-6253	TELEPHONE	117.77
01-13-15-6272	EMPLOYEE RELATIONS	135.49

Account Summary

Account Number	Account Name	Payment Amount
01-13-15-7312	OFFICE SUPPLIES	1,185.82
01-13-15-7317	SLAIT WELLNESS EXPENS	840.00
01-13-51-5243	WORKERS COMPENSATI	0.97
01-13-51-6202	TECHNICAL AND PERSO	1,800.00
01-13-51-6213	OFFICE EQUIPMENT MAI	1,554.51
01-13-51-6253	TELEPHONE	24.75
01-13-51-7332	COMPUTER SOFTWARE	409.92
01-14-11-5243	WORKERS COMPENSATI	13.04
01-14-11-6202	TECHNICAL AND PERSO	456.00
01-16-11-5243	WORKERS COMPENSATI	25.38
01-16-11-6212	BUILDING AND GROUND	3,000.00
01-16-11-6252	NATURAL GAS	77.72
01-16-11-6253	TELEPHONE	24.75
01-16-11-6254	WATER AND SEWER	-1,942.27
01-16-11-7304	GENERAL SUPPLIES	872.45
01-16-11-7308	WEARING APPAREL AND	22.40
01-16-11-9503	EQUIPMENT	2,085.90
01-1652	PREPAID POSTAGE	3,000.00
01-2102	FICA WITHHOLDING	39,716.26
01-2103	MEDICARE WITHHOLDIN	9,528.38
01-2104	FEDERAL TAX WITHHOL	30,190.72
01-2105	MISSOURI TAX WITHHOL	11,963.00
01-21-11-5243	WORKERS COMPENSATI	144.59
01-21-11-6202	TECHNICAL AND PERSO	750.00
01-21-11-6203	PROFESSIONAL SERVICE	450.00
01-21-11-6213	OFFICE EQUIPMENT MAI	210.19
01-21-11-6253	TELEPHONE	89.22
01-21-11-6264	IN TOWN MEETINGS	60.00
01-21-11-6265	TRAVEL & CONFERENCE	281.60
01-21-11-6271	MEDICAL SUPPLIES	755.50
01-21-11-7302	SMALL TOOLS	11.99
01-21-11-7304	GENERAL SUPPLIES	27.80
01-21-11-7306	MEMORIALS AND PLAQ	35.00
01-21-11-7308	WEARING APPAREL AND	11.88
01-21-11-9503	EQUIPMENT	1,499.00
01-21-11-9504	OFFICE EQUIPMENT	117.49
01-2113	PAYROLL CHILD SUPPOR	184.62
01-21-21-5243	WORKERS COMPENSATI	154.34
01-21-21-6203	PROFESSIONAL SERVICE	230.00
01-21-21-6210	VEHICLE MAINTENANCE	208.32
01-21-21-6253	TELEPHONE	27.99
01-21-21-7304	GENERAL SUPPLIES	65.62

Account Summary

Account Number	Account Name	Payment Amount
01-21-21-9504	OFFICE EQUIPMENT	180.00
01-21-22-5241	PENSION CONTRIBUTIO	0.11
01-21-22-5243	WORKERS COMPENSATI	839.58
01-21-22-6203	PROFESSIONAL SERVICE	20.00
01-21-22-6210	VEHICLE MAINTENANCE	1,171.10
01-21-22-6211	EQUIPMENT MAINTENA	123.40
01-21-22-6253	TELEPHONE	42.22
01-21-22-6265	TRAVEL & CONFERENCE	479.08
01-21-22-6271	MEDICAL SUPPLIES	56.99
01-21-22-7302	SMALL TOOLS	46.07
01-21-22-7304	GENERAL SUPPLIES	103.97
01-21-22-7307	GASOLINE, PROPANE &	-150.00
01-21-22-7313	RANGE SUPPLIES	458.15
01-21-22-9503	EQUIPMENT	6,890.62
01-2312	401 - ICMA	801.80
01-2317	MO LAGERS	124,971.32
01-2318	ICMA ROTH 457	4,775.32
01-2319	ICMA ROTH IRA	615.59
01-2321	457 - VOYA	1,626.14
01-2322	457 - ICMA	10,244.52
01-2323	MOST PROGRAM	920.00
01-2324	ICMA LOAN REPAYMENT	565.31
01-31-11-5243	WORKERS COMPENSATI	20.84
01-31-11-6202	TECHNICAL AND PERSO	639.19
01-31-11-6213	OFFICE EQUIPMENT MAI	301.99
01-31-11-6253	TELEPHONE	148.50
01-31-11-6261	EDUCATION & TRAINING	300.00
01-31-11-6265	TRAVEL & CONFERENCE	1,240.12
01-31-11-7304	GENERAL SUPPLIES	15.40
01-31-41-5243	WORKERS COMPENSATI	243.81
01-31-41-6207	TEMP PROFESSIONAL SE	4,042.95
01-31-41-6210	VEHICLE MAINTENANCE	1,106.58
01-31-41-6211	EQUIPMENT MAINTENA	686.27
01-31-41-6212	BUILDING AND GROUND	38.00
01-31-41-6250	ELECTRICITY	289.05
01-31-41-6251	STREET LIGHTING	39.84
01-31-41-6252	NATURAL GAS	149.06
01-31-41-6253	TELEPHONE	123.75
01-31-41-6254	WATER AND SEWER	12,414.36
01-31-41-6261	EDUCATION & TRAINING	25.00
01-31-41-6266	EQUIPMENT RENTAL	506.90
01-31-41-7303	HORTICULTURAL SUPPLI	629.48

Account Summary

Account Number	Account Name	Payment Amount
01-31-41-7305	STREET & SIDEWALK MA	1,623.40
01-31-41-7307	GASOLINE, PROPANE &	3,075.08
01-31-41-7308	WEARING APPAREL AND	135.90
01-31-43-5243	WORKERS COMPENSATI	62.95
01-31-43-6207	TEMP PROFESSIONAL SE	1,347.65
01-31-43-6210	VEHICLE MAINTENANCE	368.86
01-31-43-6211	EQUIPMENT MAINTENA	228.77
01-31-43-6212	BUILDING AND GROUND	4,900.00
01-31-43-6224	TAPPMAYER HOUSE MAI	972.18
01-31-43-6247	DOG PARK EXPENSES	637.50
01-31-43-6252	NATURAL GAS	149.07
01-31-43-6253	TELEPHONE	24.75
01-31-43-6254	WATER AND SEWER	1,880.97
01-31-43-6266	EQUIPMENT RENTAL	506.91
01-31-43-7307	GASOLINE, PROPANE &	994.26
01-31-43-7308	WEARING APPAREL AND	45.30
01-32-11-5243	WORKERS COMPENSATI	2.58
01-32-11-6202	TECHNICAL AND PERSO	35.80
01-32-11-6204	PLANNING AND DESIGN	15,293.75
01-32-11-6253	TELEPHONE	24.75
01-32-11-6264	IN TOWN MEETINGS	217.28
01-32-11-6265	TRAVEL & CONFERENCE	268.61
01-32-61-5243	WORKERS COMPENSATI	165.97
01-32-61-6215	WEED CUTTING AND TR	1,087.50
01-32-61-6253	TELEPHONE	123.75
01-32-61-6265	TRAVEL & CONFERENCE	13.12
01-32-61-7304	GENERAL SUPPLIES	467.06
01-32-61-7308	WEARING APPAREL AND	33.00
02-61-71-5243	WORKERS COMPENSATI	30.90
02-61-71-9510	STREETS	67,542.12
02-61-71-9516	CAPITAL EQUIPMENT	58,371.24
05-61-71-5243	WORKERS COMPENSATI	28.27
05-61-71-9506	PARK DEVELOPMENT PR	302,585.41
06-14-31-5243	WORKERS COMPENSATI	70.63
06-14-31-6212	BUILDING AND GROUND	497.35
06-14-31-6250	ELECTRICITY	8,700.44
06-14-31-6252	NATURAL GAS	1,767.74
06-14-31-6253	TELEPHONE	49.50
06-14-31-6254	WATER AND SEWER	5,648.84
06-14-31-6262	DUES MEMBERSHIPS &	75.00
06-14-31-7301	CHEMICALS & CLEANING	315.38
06-14-31-7304	GENERAL SUPPLIES	45.88

Account Summary

Account Number	Account Name	Payment Amount
06-14-31-7307	GASOLINE, PROPANE &	214.83
06-14-31-7308	WEARING APPAREL AND	57.52
06-14-31-9503	EQUIPMENT	170.00
06-14-32-5243	WORKERS COMPENSATI	21.51
06-14-32-6250	ELECTRICITY	154.99
06-14-32-6253	TELEPHONE	24.75
06-14-32-6254	WATER AND SEWER	19,792.46
06-14-32-7303	HORTICULTURAL SUPPLI	1,665.00
06-14-33-5243	WORKERS COMPENSATI	13.38
06-14-33-6250	ELECTRICITY	2,157.73
06-14-33-6254	WATER AND SEWER	1,013.16
06-14-33-6260	ADVERTISING	58.44
06-14-33-7301	CHEMICALS & CLEANING	39.84
06-14-33-7308	WEARING APPAREL AND	73.72
06-14-33-8324	MERCHANDISE-GOLF BA	462.22
06-14-33-9503	EQUIPMENT	10,680.00
06-14-34-5243	WORKERS COMPENSATI	1.83
06-14-34-7301	CHEMICALS & CLEANING	28.00
06-14-34-8315	SANDWICHES AND HOT	106.15
06-14-34-8316	BEER	1,407.81
06-14-34-8317	COFFEE,TEA & SOFT DRI	334.08
06-14-34-8319	SNACKS	217.00
11-61-93-5243	WORKERS COMPENSATI	3.61
19-21-23-6211	EQUIPMENT MAINTENA	1,001.00
19-21-23-6212	BUILDING AND GROUND	1,983.35
19-21-23-6252	NATURAL GAS	100.81
19-21-23-6253	TELEPHONE	279.93
19-21-23-6254	WATER AND SEWER	95.89
19-21-23-6255	CABLE TV AND INTERNE	254.19
19-21-23-6261	EDUCATION & TRAINING	1,098.60
19-21-23-7304	GENERAL SUPPLIES	466.45
19-21-23-9501	BUILDINGS & IMPROVE	3,655.00
19-21-23-9503	EQUIPMENT	11,457.80
99-2809	EPAYABLES LIABILITY	24,248.35
Grand Total:		877,258.61

Project Account Summary

Project Account Key	Payment Amount
None	506,105.85
204E	230,733.04
21702E	4,950.00

Project Account Summary

Project Account Key	Payment Amount
60022E	43,149.62
K9 UNITE	88.98
OLIAE	15,293.75
PRRE	71,777.70
SLAIT22E	840.00
VPARKE	74.67
WRGE	4,245.00
Grand Total:	877,258.61

Arvest Epayables

10/23/23	1,285.75
10/30/23	11,493.99
11/6/23	11,468.61
	24,248.35



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

Cardholder Account Activity						
CITY OF CREVE COEUR EPAY		Credit Limit	Credits	Purchases	Cash Advances	Total Activity
XXXX XXXX XXXX 2282		\$250,000	\$0.00	\$1,285.75	\$0.00	\$1,285.75
Trans Date	Post Date	Reference Number	Description	Amount		
10/18	10/19	24943003292200892500015	BATTERIES PLUS #600 HARTLAND WI	\$587.00		
10/19	10/20	24445003292300578694034	WWP*BLUE CHIP PEST 636-343-7900 MO	\$56.00		
10/19	10/20	24453883293004541483623	HANDY AUTOMOTIVE 314-2914666 MO	\$99.04		
10/19	10/20	24412953292612303986617	ANIMAL CARE SERVICE 636-931-4440 MO	\$500.00		
10/21	10/23	24412953295091848000068	BRANNEKY TRUE VALUE 314-739-0960 MO	\$43.71		



Account Number: XXXX XXXX XXXX 1797
CITY OF CREVE COEUR EPAY
Statement Closing Date: 10/30/23

Cardholder Account Activity						
CITY OF CREVE COEUR EPAY		Credit Limit	Credits	Purchases	Cash Advances	Total Activity
XXXX XXXX XXXX 2282		\$250,000	\$0.00	\$11,493.99	\$0.00	\$11,493.99
Trans Date	Post Date	Reference Number	Description	Amount		
10/26	10/27	24453883300004574720223	HANDY AUTOMOTIVE 314-2914666 MO	\$442.02		
10/26	10/27	24412953299612315564785	MIDWEST CARD AND ID SOLU 816-221-0620 MO	\$900.00		
10/26	10/27	24789303299612902500690	LEON UNIFORM COMPANY INC 314-8284302 MO	\$1,837.47		
10/27	10/30	24248093302900014656592	FASTSIGNS OF CREVE COEUR 314-8780066 MO	\$100.00		
10/27	10/30	24137463301600196602519	DOBBS TIRE #06 CORPORATE HIGH RIDGE MO	\$140.56		
10/28	10/30	24692163301100864402535	FERRELL*GAS LP 888-337-7355 MO	\$206.59		
10/27	10/30	24639233300900012100511	SIRCHIE ACQUISITION COMPA 919-5542244 NC	\$504.18		
10/27	10/30	24275393300900017082442	TECH ELECTRONICS INC LLC 800-3860711 MO	\$511.56		
10/28	10/30	24412953301700907879301	REJIS COMMISSION 314-535-1950 MO	\$6,851.61		



Account Number: XXXX XXXX XXXX 1797
CITY OF CREVE COEUR EPAY
Statement Closing Date: 11/06/23

Cardholder Account Activity						
CITY OF CREVE COEUR EPAY		Credit Limit	Credits	Purchases	Cash Advances	Total Activity
XXXX XXXX XXXX 2282		\$250,000	\$0.00	\$11,468.61	\$0.00	\$11,468.61
Trans Date	Post Date	Reference Number	Description	Amount		
10/30	10/31	24436543304028827497089	I/O SOLUTIONS, INC. 708-4100200 IL	\$20.00		
10/30	10/31	24057813304000013533691	REINHOLD ELECTRIC INC 314-6311158 MO	\$215.00		
10/30	10/31	24275393303900010456186	STRETCH U CREVE COEUR 888-7873824 MO	\$600.00		
10/31	11/01	24789303304634502568490	LEON UNIFORM COMPANY INC 314-8284302 MO	\$311.73		
11/02	11/03	24412953306700429848193	REJIS COMMISSION 314-535-1950 MO	\$71.25		
11/02	11/03	24035993306900014254673	MPR SUPPLY COMPANY GATEWA 800-3697257 MO	\$246.56		
11/02	11/03	24453883307004607400556	HANDY AUTOMOTIVE 314-2914666 MO	\$261.36		
11/02	11/03	24435653307081382982891	CREST INDUSTRIES INC 636-349-4800 MO	\$542.40		
11/02	11/03	24692163306105073345370	WPY*UMZUZU 855-999-3729 KS	\$1,625.40		
11/02	11/03	24941663306083732612035	REPUBLIC SERVICES TRASH 866-576-5548 AZ	\$1,800.69		
11/03	11/06	24436543308029148567085	I/O SOLUTIONS, INC. 708-4100200 IL	\$36.00		
11/04	11/06	24412953309091842000019	BRANNEKY TRUE VALUE 314-739-0960 MO	\$125.82		
11/03	11/06	24057813308000013934549	REINHOLD ELECTRIC INC 314-6311158 MO	\$1,693.62		
11/03	11/06	24789303307648002728831	LEON UNIFORM COMPANY INC 314-8284302 MO	\$3,918.78		

**AN ORDINANCE REVISING SECTION 405.1070 OF THE MUNICIPAL CODE REGARDING
PROCEDURES FOR CONSIDERATION OF APPLICATIONS FOR CONDITIONAL USE
PERMITS.**

WHEREAS, an application by Jason Jaggi, Director of the Community Development Department, on behalf of the City of Creve Coeur, was submitted for a text amendment to the zoning code to refine procedures regarding consideration of applications for Conditional Use Permits; and

WHEREAS, a public hearing was held regarding such proposed text amendment by the Creve Coeur Planning and Zoning Commission on Monday, November 6, 2023, beginning at 6:00 p.m. or immediately following the close of the previous public hearing, 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 additional notice was provided as required by the Municipal Code; and

WHEREAS, the Planning and Zoning Commission reviewed and, by a 5-0 vote, recommended approval of the proposed text amendment, at its meeting on November 6, 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 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 405.1070 of the Municipal Code is amended to read as follows:

Section 405.1070. Conditional Use Permits.

[R.O. 2008 §26-114; Ord. No. 1903 §1, 11-24-1997; Ord. No. 2091 §2, 11-27-2000; Ord. No. 5123 Exh. A, 2-22-2010; Ord. No. 5165 §1, 12-13-2010]

A.

Generally.

1.

The purpose of conditional use permits is to provide the City with a procedure for determining the appropriateness of a proposed use not authorized as a matter of right by the regulations of the district in which the use is proposed to be located. The appropriateness of the use shall be determined in consideration of surrounding uses, activities and conditions of the site and of surrounding areas. Based

upon this determination, the City may decide to permit, reject or permit conditionally the use for which the conditional use permit is sought.

2.

The City Council may authorize by ordinance, under prescribed conditions, the construction or undertaking of any conditional use that is expressly allowed as a conditional use in a particular zoning district; however, the City Council reserves full authority and discretion to deny any request for a conditional use including but not limited to because it determines the use as proposed does not clearly meet one or more of the standards set forth in subsection E of this Section or to impose conditions of approval of the use to address concerns related to those standards. The City Council may revoke approval at any time upon a determination that a previously approved conditional use has become unsuitable and/or incompatible in its location based on deviations in the use from the original proposal pertaining to the standards of subsection E of this Section.

3.

An application for a conditional use permit may be filed by the owner of the subject property or any person with a financial, contractual or proprietary interest in the subject property who also submits the owner's consent to the application.

B.

Application And Submission Requirements. The application and all required fees and reserve deposits shall be filed in the Department of Community Development using forms provided by the Zoning Administrator. The application shall be signed by the applicant and shall state the applicant's name, mailing address, telephone number, and (if available) e-mail address. The application shall contain a metes and bounds legal description of the property and such information as the Planning and Zoning Commission may prescribe, and shall include those items specified in Section **405.1080** regarding site concept and site development plan approval, as applicable.

C.

Limitations Of Filing. An application for conditional use permit shall not be accepted by the Zoning Administrator:

1.

If the application does not comply with all the requirements of this Section and any regulation published pursuant thereto or if required fees and escrows have not been submitted.

2.

If a previous application for the same conditional use for the same property was denied within twelve (12) months of this new application. The application may be accepted, however, if the Zoning Administrator determines that substantial new facts warrant reapplication.

D.

Application Review Procedure.

1.

Zoning Administrator. The Zoning Administrator shall receive the application and determine whether it complies with all applicable submission requirements. Upon an affirmative determination the Zoning Administrator shall promptly: (1) forward the application to the Planning and Zoning Commission, Mayor and City Council, (2) thereafter cause notice of the application to be publicly posted at the Government Center in the same manner as Commission meeting agendas, (3) cause a sign regarding the application to be posted on the affected property, and (4) cause the application to be made publicly available on the City website, all at least ten (10) days prior to the date of the meeting of the Planning and Zoning Commission at which the application is first considered. An application shall have been received and determined to be complete by the Zoning Administrator and the Zoning Administrator's review and accompanying coordinated review of the site concept and site development plan shall have

been completed by the agenda preparation date for the meeting of the Planning and Zoning Commission in order to be included on the agenda. The Zoning Administrator shall also prepare a staff analysis and report in conjunction with all applications being forwarded to the Planning and Zoning Commission, and shall submit such analysis and report to the Commission, Mayor and City Council in advance of the meeting at which the application is scheduled to be considered, and cause such analysis and report to be made publicly available on the City website in advance of that meeting.^[1]

[Ord. No. 5381 §6, 7-14-2014; Ord. No. 5620, 12-10-2018]

[1]

Note: Review of an application shall be completed within applicable time limitations including those pertaining to proposed wireless communications facilities and support structures under State and Federal law, which are generally: 45 days for collocation or replacement of wireless facilities or non-substantial modifications of existing facilities, 60 days for small wireless facilities on new poles, and 120 days for other (not small) wireless facilities on new poles or substantial modifications of such existing facilities. See Sections 67.5090, et seq., and 67.5110, et seq., RSMo., and 47 CFR 1.40001 and 1.6003. Preparation of a record of decision of disapproval shall not apply in such cases.

2.

Planning and Zoning Commission. The Planning and Zoning Commission shall consider the applications under the standards of subsection E of this Section and Section 405.470, as applicable to the requested conditional use, and decide whether to recommend approval to the City Council.

3.

Public hearing. Prior to the Commission making its recommendation regarding an application, the City Clerk or designee shall set a date for a public hearing before the Commission and publish a public notice as required under Section **405.1120** of this Code and post it on the City website. The City Clerk or designee shall also send written notice to all owners of property located within an area determined by lines drawn parallel to and three hundred (300) feet distant from the boundaries of the property for which a conditional use permit is sought, stating the nature of the proposed use and advising of the date, time and location of the public hearing. No application for a conditional use permit may be approved until after such hearing is held.

4.

City Council. After receipt of a recommendation from the Commission, the City Council shall consider the application.

E.

Standards. The burden of persuasion shall rest with the applicant to clearly establish to the satisfaction of the City Council that the proposed conditional use will meet the following criteria. The City Council shall not approve a conditional use unless it finds that the application and information presented clearly indicate that the proposed conditional use:

1.

Complies with all applicable provisions of this Zoning Ordinance Chapter 405 including but not limited to 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 welfare and convenience of the community at the specific location.

3.

Will not cause substantial injury to the value of neighboring property.

4.

Is consistent with the applicable provisions of the City's Comprehensive Plan and any applicable neighborhood or sector plans, unless good cause is demonstrated 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 character of the surrounding area and thus will not impose an excessive burden or have a substantial negative impact on surrounding or adjacent users or on pedestrian or vehicular traffic or on community facilities or services, including but not limited to emergency services.

F.

Upon final consideration of an application, if the motion to approve the proposed ordinance granting the conditional use permit fails, then the Director of Community Development shall prepare a proposed record of decision of disapproval, to be presented for consideration by the City Council at its next regular meeting or such later date as may be determined by the City Council. The City Council may take such time as it determines necessary before adopting a proposed record of decision of disapproval.

G.

Conditions And Restrictions. In approving a conditional use permit application, the City Council may impose conditions and restrictions as necessary to assure that the standards of Section **405.1070(E)** are complied with and the general intent of this Chapter is carried out. Exercise of the rights granted pursuant to the issued permit shall constitute acceptance of all conditions and restrictions imposed by the City Council. Any future enlargement or alteration in the use of the structure or site must be approved by the City Council upon receipt of the recommendation of the Planning and Zoning Commission as an amendment to the conditional use permit before a building permit for the enlargement or alteration may be issued. Failure to comply with any of these conditions or restrictions shall constitute a violation of this Chapter punishable as provided in Section **405.1150** of this Chapter.

H.

Time Limitations. Any applicable time limitations shall be met, such as those pertaining to proposed wireless communications facilities and support structures under Sections 67.5090, RSMo. et seq. and FCC Declaratory Ruling WT Docket No. 08-165, rel. 11-15-2009.^[2]

[Ord. No. 5620, 12-10-2018]

^[2]

Note: Review of an application shall be completed within applicable time limitations including those pertaining to proposed wireless communications facilities and support structures under State and Federal law, which are generally: 45 days for collocation or replacement of wireless facilities or non-substantial modifications of existing facilities, 60 days for small wireless facilities on new poles, and 120 days for other (not small) wireless facilities on new poles or substantial modifications of such existing facilities. See Sections 67.5090, et seq., and 67.5110, et seq., RSMo., and 47 CFR 1.40001 and 1.6003. Preparation of a record of decision of disapproval shall not apply in such cases.

I.

Expiration.

[Ord. No. 5381 §6, 7-14-2014]

1.

A conditional use permit granted by the City Council shall not be valid for a period longer than one (1) year from the date it is granted, unless within such period:

a.

A building permit is obtained, and construction is begun. construction shall be deemed to consist of clearing the site, completion of footings, basement or building slab and inspection of such work.; or

b.

If a building permit is not required, an occupancy permit is obtained and the authorized use is commenced.

c.

Notwithstanding the foregoing, a conditional use permit granted for a wireless communications facility or support structure shall not expire.

2.

The City Council may grant extensions to the one-year period of not more than one hundred 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.

Section 2.

This Ordinance shall become effective as of _____, 2023 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
#23-033: TEXT AMENDMENT TO THE ZONING ORDINANCE TO
AMEND SECTION 405.1070 CONDITIONAL USE PERMITS**

FOR THE MEETING OF: Monday, November 6, 2023, 6:00 PM.

REQUEST: Jason Jaggi, Director of Community Development, on behalf of the City of Creve Coeur, has submitted an application for text amendments to Section 405.1070 of the Zoning Ordinance which provides the procedures for consideration of applications for Conditional Use Permits by the City Council. The amendments are proposed to refine the procedures regarding these types of applications, including additional procedures when Conditional Use Permits are disapproved by the City Council.

ADDITIONAL INFORMATION: Text Amendments to the Zoning Ordinance require a public hearing and review by the Planning and Zoning Commission with final approval by the City Council.

APPLICANT: Jason W. Jaggi, AICP
Director of Community
Development
300 N. New Ballas Road
Creve Coeur, MO 63141

REPORT PREPARED BY: Jason W. Jaggi, AICP Director of Community Development
DATE: November 1, 2023
ATTACHMENTS: Draft Ordinance

Key Issues:

- Are the changes consistent with the purposes of the Zoning Code?
- Are the changes consistent with the objectives and strategies of the Comprehensive Plan?

Zoning Code References

- Section 405.1070
Conditional Use Permits

BACKGROUND

This item was originally scheduled for a public hearing and review at the September 18, 2023 Planning and Zoning Commission meeting but was deferred to the November 6 meeting due to time constraints associated with the Olia Village rezoning application.

City staff and the City Attorney have undertaken a comprehensive review of the procedures for conditional use permit applications as a result of a recent conditional use application that was denied by the City Council and subsequently challenged in court. After the review of the conditional use permit procedures, staff and the City Attorney are recommending changes. These changes were reviewed in draft form with the City Council on April 24, 2023 and with the Planning and Zoning Commission in a work session on August 21, 2023.

Conditional use permits, as regulated in Section 405.1070 of the Zoning Code, provide the City with a procedure for determining the appropriateness of a proposed use not authorized by right within the regulations of the zoning district in which the use is to be located. Conditional use applications require a public hearing and recommendation to the City Council by the Planning and Zoning Commission. Upon receipt of the recommendation by the Commission, the City Council makes its determination on the application based on the review requirements found in Section 405.1070.

AMENDMENT REQUEST

The amendment involves clarifying language throughout Section 405.1070. Substantive changes to Section 405.1070 are summarized below.

- Emphasizes the City Council's discretion to approve or deny conditional use permit applications, highlighting the standards for approval of conditional uses that must be met, and places the burden of proof that these standards have been met on the applicant.
- Clarifies that all fees and review escrows are required at the time the application is filed and that a legal description of the property must also be provided.
- Revisions for clarity have been made to the six conditional use standards that must be met in order for the City Council to approve the application.
- Requires a record of decision to be made if a conditional use permit application is denied by the City Council. The Director of Community Development is tasked with preparing the record of decision for consideration and adoption by the City Council at a subsequent meeting following the vote to deny.
- Clarifies the construction requirements for conditional use permits prior to expiration within the one year period.

A redlined version of the changes to Section 405.1070 is attached for the Commission's review.

COMPREHENSIVE PLAN

These proposed changes involve procedural matters for all conditional use permit applications; therefore, the comprehensive plan review is not applicable to this request.

CONCLUSION

These amendments provide more clarity to the conditional use permit process while emphasizing the City Council's authority and discretion to approve or deny an application

based on its determination of the use's ability to satisfy the review criteria, and establish a clear rationale for decision-making by the City Council when conditional use applications are denied resulting in a more complete record.

MOTION

If the Planning and Zoning Commission believes the proposed changes to the conditional use procedure within the Zoning Code are appropriate, the following would be a suitable motion for this application:

“I move to recommend approval to the City Council of the text amendment to modify the Conditional Use Permit procedures as regulated in Section 405.1070 of the Zoning Code as shown on the attached draft ordinance.”

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.



city

of

CREVE COEUR

File # 23-033

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

TEXT AMENDMENT APPLICATION

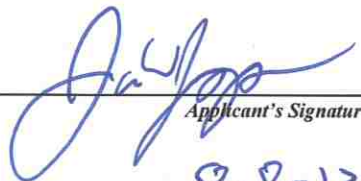
PLEASE COMPLETE FRONT AND BACK PAGES

<i>Applicant:</i>	<i>Applicant's Representative (if applicable):</i>
Jason Jaggi, Director of Community Development	
<i>Name</i>	<i>Name</i>
City of Creve Coeur	
<i>Company (If Applicable)</i>	<i>Company (If Applicable)</i>
300 N New Ballas Rd	
<i>Address</i>	<i>Address</i>
Creve Coeur, MO 63141	
<i>Address</i>	<i>Address</i>
Telephone # 314-872-2501	Telephone #
Fax #	Fax #
Email: jjaggi@crevecoeurmo.gov	Email:

Applicant's Status (Indicate one):

- ☒ City Official (Mayor, City Councilor, Planning Commissioner, Zoning Administrator)
☐ Private Party (Financial, contractual, or proprietary interest)
☐ Other Governmental Interest (Jurisdiction: _____)

The undersigned hereby requests to be placed on the Agenda for the Planning and Zoning Commission meeting at 6:00 P.M. on Monday, September 18th, 2023.



Applicant's Signature
8-8-23

Date

Applicant's Representative's Signature

Date

Description of Request (attach additional sheets as needed): _____

The City of Creve Coeur seeks to amend section 405.1070 of the municipal code to clarify sections of the ordinance and add an additional requirement for conditional use applications that are denied.

This additional requirement tasks the Director of Community Development with preparing a proposed record of decision of disapproval to be presented for consideration by City Council at the next regularly scheduled meeting.

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

405.1070

Proposed Ordinance Language (attach additional sheets as needed): _____

See attached

Office Use Only

____ Proposed Ordinance Language

Received By: _____

____ Fees Paid

____ Written Justification

Date: _____

AN ORDINANCE AMENDING THE ADOPTED 2024 ENTERPRISE FUND, PARKS & STORMWATER FUND AND THE GENERAL FUND BUDGETS OF THE CITY OF CREVE COEUR BY AUTHORIZING ADDITIONAL APPROPRIATIONS TO THE ENTERPRISE AND PARKS & STORMWATER FUNDS BUDGETS AND BY TRANSFERRING ONE (1) PART-TIME COMMUNITY DEVELOPMENT CLERK POSITION TO ONE (1) FULL-TIME ADMINISTRATIVE SUPPORT ASSOCIATE POSITION IN THE BUILDING DEPARTMENT IN THE GENERAL FUND BUDGET

WHEREAS, REVENUES WERE ESTIMATED AND APPROPRIATIONS WERE AUTHORIZED IN THE ANNUAL CITY BUDGET ADOPTED ON JUNE 26, 2023 BY ORDINANCE NO. 5842, AND

WHEREAS, IT IS IN THE INTEREST OF THE CITY OF CREVE COEUR TO AUTHORIZE AN ADDITIONAL APPROPRIATION TO THE ENTERPRISE FUND FOR THE REMOVAL OF TREES, AND

WHEREAS, IT IS IN THE INTEREST OF THE CITY OF CREVE COEUR TO AUTHORIZE AN ADDITIONAL APPROPRIATION TO THE PARKS & STORMWATER FUND FOR THE PLANNING, DESIGN AND ENGINEERING OF THE VENABLE PARK IMPROVEMENTS, AND

WHEREAS, SUMMARY OF FULL-TIME AUTHORIZED PERSONNEL BY DEPARTMENT AND DETAIL OF AUTHORIZED FULL-TIME EQUIVALENTS BY DEPARTMENT WERE SUBMITTED IN THE ANNUAL CITY BUDGET ADOPTED ON JUNE 26, 2023 BY ORDINANCE NO. 5842 AND REQUIRES A REVISION;

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

SECTION 1. THAT THE ANNUAL OPERATING BUDGET FOR THE ENTERPRISE FUND FOR THE FISCAL YEAR 2024 AS ADOPTED, IS HEREBY AMENDED BY AUTHORIZING AN ADDITIONAL APPROPRIATION FOR THE REMOVAL AND PRUNING OF TREES ON THE GOLF COURSE.

ENTERPRISE FUND

BUILDING AND GROUNDS (06-14-32-6212)

10,150

TOTAL ENTERPRISE FUND

\$ 10,150

SECTION 2. THAT THE ANNUAL OPERATING BUDGET FOR THE PARKS & STORMWATER FUND FOR THE FISCAL YEAR 2024 AS ADOPTED, IS HEREBY AMENDED BY AUTHORIZING AN ADDITIONAL APPROPRIATION FOR THE PLANNING, DESIGN AND ENGINEERING OF THE VENABLE PARK IMPROVEMENTS.

PARKS & STORMWATER FUND

PARKS & RECREATIONAL FACILITIES (05-61-71-9506)

89,270

TOTAL PARKS & STORMWATER FUND

\$ 89,270

SECTION 3. THAT THE ANNUAL OPERATING BUDGET FOR THE GENERAL FUND FOR THE FISCAL YEAR 2024 AS ADOPTED, IS HEREBY AMENDED BY APPROVING AND SUBSTITUTING THE ATTACHED EXHIBIT A: GENERAL FUND SUMMARY OF FULL-TIME AUTHORIZED PERSONNEL BY DEPARTMENT AND DETAIL OF AUTHORIZED FULL-TIME EQUIVALENTS BY DEPARTMENT FY 2024.

SECTION 4. THIS ORDINANCE SHALL BECOME EFFECTIVE PURSUANT TO PROVISIONS OF SECTION 3.11(G) OF THE CHARTER.

ADOPTED THIS _____ DAY OF _____ 2023.

NICOLE GREER
PRESIDENT OF THE CITY COUNCIL

ADOPTED THIS _____ DAY OF _____ 2023.

BILL NO. 6092

ORDINANCE NO. _____

ATTEST:

DR. ROBERT HOFFMAN
MAYOR

KELLIE HENKE
CITY CLERK

EXHIBIT A

ALL FUNDS SUMMARY OF FULL-TIME AUTHORIZED PERSONNEL BY DEPARTMENT/FUND

DEPARTMENT/DIVISION	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
<u>GENERAL FUND:</u>					
Legislative Services	1	1	1	1	1
Legal Services	0	0	0	0	0
Administrative Services	4	4	4	4	4
Municipal Court	2	2	2	2	2
Finance Department	5	4	4	4	4
Information Services	1	1	1	1	1
Community Services/Recreation	0.70	1.20	1.20	1.20	1.20
Maintenance of Property	2.50	2.50	1	1	1
Police-Sworn	49	49	49	49	50
Police-Non-Sworn	3	4	5	5	5.25
Public Works-Administration	3.5	3.3	3.3	4.3	4.3
Public Works-Street Maintenance	9	9	9	9	8.75
Public Works-Health & Environment	0	0	0	0	0
Public Works-Parks Maintenance	3.5	3.5	4	5	5
Community Development-Planning	3.5	3.5	3.5	2.5	2.5
Community Development-Building	10	10	10	10	8.9
Subtotal*	97.70	98.00	98.00	99.00	98.99
<u>CAPITAL IMPROVEMENT FUND:</u>					
Capital Improvement-Administration	1	1	1	1.5	1.5
Subtotal	1	1	1	1.5	1.5
<u>SEWER LATERAL FUND:</u>					
Sewer Lateral-Administration	0	0.2	0.2	0.2	0.2
Subtotal*	0	0.2	0.2	0.2	0.2
<u>PARKS & STORMWATER FUND:</u>					
Parks & Stormwater-Administration	0	0	1	1.5	1.5
Subtotal	0	0	1	1.5	1.5
<u>MUNICIPAL ENTERPRISE FUND:</u>					
Ice Arena	2.50	3.00	3.00	3.00	3.00
Golf Course	3.80	3.80	3.80	3.80	3.80
Subtotal*	6.30	6.80	6.80	6.80	6.80
TOTAL AUTHORIZED FULL-TIME EMPLOYEES:	105.00	106.00	107.00	109.00	108.109

* Decimals are due to sharing of some full-time positions among more than one department.
See section on "Authorized Positions" for additional detail.

**GENERAL FUND
DETAIL OF AUTHORIZED FULL-TIME EQUIVALENTS (FTEs)
BY DEPARTMENT FY 2024**

DEPARTMENT	POSITION TITLE	FY 2023 AUTHORIZED FTEs	FY 2024 AUTHORIZED FTEs
FULL-TIME POSITIONS			
LEGISLATIVE SERVICES			
	City Clerk	<u>1</u>	<u>1</u>
		1	1
FULL-TIME POSITIONS			
ADMINISTRATIVE SERVICES			
	City Administrator	1	1
	Assistant City Administrator	1	1
	Public Information Officer & Management Analyst	1	1
	Human Resources Generalist	<u>1</u>	<u>1</u>
		4	4
FULL-TIME POSITIONS			
ADMINISTRATIVE SERVICES - MUNICIPAL COURT			
	Court Administrator	1	1
	Court Clerk	<u>1</u>	<u>1</u>
		2	2
PART-TIME POSITIONS			
ADMINISTRATIVE SERVICES - MUNICIPAL COURT			
	Clerk	0.51	0.51
		<u>0.51</u>	<u>0.51</u>
		1063	1063
FULL-TIME POSITIONS			
FINANCE - ADMINISTRATION			
	Director of Finance	1	1
	Senior Accounting Associate	1	1
	Payroll Associate	1	1
	Accounting Associate	<u>1</u>	<u>1</u>
		4	4
PART-TIME POSITIONS			
FINANCE - ADMINISTRATION			
	Intern	0.23	0.23
	Accounting Clerk	<u>1.00</u>	<u>1.00</u>
		1.23	1.23
		2560	2560
FULL-TIME POSITIONS			
FINANCE - MIS OPERATIONS			
	Information Systems Coordinator	<u>1</u>	<u>1</u>
		1	1

**GENERAL FUND
DETAIL OF AUTHORIZED FULL-TIME EQUIVALENTS (FTEs)
BY DEPARTMENT FY 2024**

DEPARTMENT	POSITION TITLE	FY 2023 AUTHORIZED FTEs	FY 2024 AUTHORIZED FTEs
FULL-TIME POSITIONS			
COMMUNITY SERVICES - ADMINISTRATION			
	(1) Director of Recreation	0.2	0.2
	(1) Administrative Services Associate	0.5	0.5
	(1) Recreation Supervisor	0.5	0.5
		<u>1.2</u>	<u>1.2</u>
PART-TIME POSITIONS			
COMMUNITY SERVICES - ADMINISTRATION			
	(1) Receptionist - Comm. Serv./Ice	0.38	0.30
		<u>0.38</u>	<u>0.30</u>
		800	630
FULL-TIME POSITIONS			
MAINTENANCE OF MUNICIPAL FACILITIES			
	Building Maintenance Worker II	1	1
		<u>1</u>	<u>1</u>
FULL-TIME POSITIONS			
POLICE - ADMINISTRATION			
	Chief of Police	1	1
	Police Lieutenant-Professional Standards	1	1
	Police Captain-Support Services	1	1
	Police Officer-CPO	2	2
	Police Officer- SLCMPA Instructor	0	1
	Executive Assistant to Police Chief	1	1
	(2) Maintenance Worker II/Mechanic	0	0.25
	Support Services/Fleet Maintenance Associate	1	1
	Records Associate	2	2
	Building Maintenance Worker	1	1
		<u>10</u>	<u>11.25</u>
PART-TIME POSITIONS			
POLICE - ADMINISTRATION			
	CALEA Accreditation Assistant	0.7	0.7
	Evidence Custodian	0.7	0.7
		<u>1.4</u>	<u>1.4</u>
		2912	2912
FULL-TIME POSITIONS			
POLICE - INVESTIGATIONS			
	Police Lieutenant	1	1
	Police Detective	5	5
	Police Officer-SRO	1	1
		<u>7</u>	<u>7</u>

**GENERAL FUND
DETAIL OF AUTHORIZED FULL-TIME EQUIVALENTS (FTEs)
BY DEPARTMENT FY 2024**

DEPARTMENT	POSITION TITLE	FY 2023 AUTHORIZED FTEs	FY 2024 AUTHORIZED FTEs
FULL-TIME POSITIONS			
POLICE - PATROL			
	Police Captain-Patrol Division Commander	1	1
	Police Lieutenant-Dep. Patrol Division Commander	1	1
	Police Sergeant	8	8
	Police Officer	22	22
	Police Officer-TSO	4	4
	Police Officer-K9	1	1
		<u>37</u>	<u>37</u>
FULL-TIME POSITIONS			
PUBLIC WORKS - ADMINISTRATION			
	Director of Public Works	1	1
	Assistant Director of Public Works/City Engineer	1	1
	⁽³⁾ Project Manager-Engineering	0.8	0.8
	⁽⁴⁾ Administrative Services Supervisor	0.5	0.5
	Administrative Services Associate	1	1
		<u>4.3</u>	<u>4.3</u>
FULL-TIME POSITIONS			
PUBLIC WORKS - STREET MAINTENANCE			
	Operations Superintendent	1	1
	Foreman I - Streets	2	2
	Maintenance Worker II	3	3
	⁽²⁾ Maintenance Worker II/Mechanic	1	0.75
	Maintenance Worker I	2	2
		<u>9</u>	<u>8.75</u>
PART-TIME POSITIONS			
PUBLIC WORKS - STREETS		HRS	HRS
	Seasonal Maintenance Worker	1.0	1.0
		<u>1.0</u>	<u>1.0</u>
		2080	2080
FULL-TIME POSITIONS			
PUBLIC WORKS - PARKS MAINTENANCE			
	Foreman I - Parks/Arborist	1	1
	Maintenance Worker II	1	1
	Maintenance Worker I	3	3
		<u>5</u>	<u>5</u>
FULL-TIME POSITIONS			
COMMUNITY DEVELOPMENT - PLANNING			
	Director of Community Development	1	1
	City Planner	1	1
	⁽³⁾ Administrative Support Supervisor	0.5	0.5
		<u>2.5</u>	<u>2.5</u>

**GENERAL FUND
DETAIL OF AUTHORIZED FULL-TIME EQUIVALENTS (FTEs)
BY DEPARTMENT FY 2024**

DEPARTMENT	POSITION TITLE	FY 2023 AUTHORIZED FTEs	FY 2024 AUTHORIZED FTEs
FULL-TIME POSITIONS			
COMMUNITY DEVELOPMENT - BUILDING			
	Chief Building Official	1	1
	Senior Plans Examiner	1	0
	Plans Examiner	1	2
	Building Inspector	2	3
	Residential Building Inspector	2	0
	Apartment Re-Occupancy Inspector/Code Enforcement Officer	1	1
	Administrative Support Associate	2	1 2
		<u>10</u>	<u>8 9</u>
PART-TIME POSITIONS			
COMMUNITY DEVELOPMENT - BUILDING			
		HRS	HRS
	Community Development Clerk	0.00 0	79 0 1456
		<u>0.00 0</u>	<u>0.00 1456</u>
GENERAL FUND TOTAL FULL-TIME (FTEs)		99.00 *	98 99 *
GENERAL FUND TOTAL PART-TIME (FTEs)		4.53	5.14 4.44

**CAPITAL IMPROVEMENT FUND
DETAIL OF AUTHORIZED FULL-TIME EQUIVALENTS (FTEs)
BY DEPARTMENT FY 2024**

DEPARTMENT	POSITION TITLE	FY 2023 AUTHORIZED FTEs	FY 2024 AUTHORIZED FTEs
FULL-TIME POSITIONS ADMINISTRATION			
	(5) Civil Engineer	1.5	1.5
		1.5	1.5
CAPITAL FUND FULL-TIME FTEs		1.5	1.5
CAPITAL FUND PART-TIME FTEs		0	0

**SEWER LATERAL FUND
DETAIL OF AUTHORIZED FULL-TIME EQUIVALENTS (FTEs)
BY DEPARTMENT FY 2024**

DEPARTMENT	POSITION TITLE	FY 2023 AUTHORIZED FTEs	FY 2024 AUTHORIZED FTEs
FULL-TIME POSITIONS ADMINISTRATION			
	(3) Project Manager-Engineering	0.2	0.2
		0.2	0.2
SEWER LATERAL FUND FULL-TIME FTEs		0.2	0.2
SEWER LATERAL FUND PART-TIME FTEs		0	0

**PARKS AND STORMWATER FUND
DETAIL OF AUTHORIZED FULL-TIME EQUIVALENTS (FTEs)
BY DEPARTMENT FY 2024**

DEPARTMENT	POSITION TITLE	FY 2023 AUTHORIZED FTEs	FY 2024 AUTHORIZED FTEs
FULL-TIME POSITIONS ADMINISTRATION			
	(2) Civil Engineer	0.5	0.5
	Project Manager-Engineering	1	1
		1.5	1.5
PARKS AND STORMWATER FUND FULL-TIME FTEs		1.5	1.5
PARKS AND STORMWATER FUND PART-TIME FTEs		0	0

**MUNICIPAL ENTERPRISE FUND
DETAIL OF AUTHORIZED FULL-TIME EQUIVALENTS (FTEs)
BY DEPARTMENT FY 2024**

DEPARTMENT	POSITION TITLE	FY 2023 AUTHORIZED FTEs	FY 2024 AUTHORIZED FTEs
FULL-TIME POSITIONS			
ICE ARENA			
	(1) Director of Recreation	0.8	0.8
	(1) Recreation Supervisor	0.5	0.5
	(1) Administrative Services Associate	0.5	0.5
	Building Maintenance Technician	1	1
	(6) Maintenance Worker	0.2	0.2
		<u>3</u>	<u>3</u>
PART-TIME POSITIONS			
ICE ARENA			
		HRS	HRS
	Building Supervisor - Ice	1.44 3000	1.73 3600
	Custodian - Ice	0.38 780	0.00 0
	Learn to Skate Instructor	0.17 350	0.29 610
	Learn to Skate Coordinator	0.07 150	0.04 75
	(1) Receptionist-Comm. Serv./Ice	0.38 800	0.30 630
	Recreation Aide - Ice	0.53 1100	0.38 800
		<u>2.97 6180</u>	<u>2.75 5715</u>
FULL-TIME POSITIONS			
GOLF COURSE - MAINTENANCE			
	Golf Maintenance Superintendent	1	1
	Maintenance Worker II	1	1
	(6) Maintenance Worker	0.8	0.8
		<u>2.80</u>	<u>2.80</u>
PART-TIME POSITIONS			
GOLF COURSE - MAINTENANCE			
		HRS	HRS
	Greenskeeper	0.91 1900	0.82 1700
		<u>0.91 1900</u>	<u>0.82 1700</u>
FULL-TIME POSITIONS			
GOLF COURSE - PRO SHOP			
	Assistant Director of Recreation	1	0
	Golf Course Manager	0	1
		<u>1</u>	<u>1</u>
PART-TIME POSITIONS			
GOLF COURSE - PRO SHOP			
		HRS	HRS
	Recreation Aide - Golf	1.58 3285	1.68 3500
		<u>1.58 3285</u>	<u>1.68 3500</u>
PART-TIME POSITIONS			
GOLF COURSE - FOOD SERVICES			
		HRS	HRS
	Concession Attendant	0.26 550	0.29 600
		<u>0.26 550</u>	<u>0.29 600</u>

**MUNICIPAL ENTERPRISE FUND
DETAIL OF AUTHORIZED FULL-TIME EQUIVALENTS (FTEs)
BY DEPARTMENT FY 2024**

DEPARTMENT	POSITION TITLE	FY 2023 AUTHORIZED FTEs	FY 2024 AUTHORIZED FTEs
ENTERPRISE FUND TOTAL FULL-TIME (FTEs)		6.80	6.80
ENTERPRISE FUND TOTAL PART-TIME (FTEs)		5.73	5.54
 TOTAL FULL-TIME FTEs (ALL FUNDS)		 109.00	 108 109
TOTAL PART-TIME FTEs (ALL FUNDS)		10.25	10.68 9.98

- Notes:**
- ⁽¹⁾ Shared between Community Services and Ice Arena
 - ⁽²⁾ Shared between Public Works-Streets and Police-Administration
 - ⁽³⁾ Shared between Public Works-Administration and Sewer Lateral Fund
 - ⁽⁴⁾ Shared between Public Works-Administration and Community Development-Planning
 - ⁽⁵⁾ Shared between Capital Improvement Fund & Parks & Stormwater Fund
 - ^(b) Shared between Golf Maintenance and Ice Arena

All positions can exceed the Authorized number in order to fill pending retirements or vacancies. Once the original position is vacated, then the number of Authorized positions will revert back to the budgeted number.



MEMORANDUM

DATE: November 6, 2023

TO: Mark Perkins, City Administrator

FROM: Lori Obermoeller, Director of Finance

SUBJECT: Budget Amendment #2 – FY 2024

Attached is an ordinance to amend the FY 2024 Enterprise Fund Budget to authorize an additional \$10,150 appropriation for the removal and pruning of trees on the golf course. There was only \$1,500 budgeted and the bid came in at \$11,650, as there was a need for significantly more tree pruning than anticipated. While this amendment will decrease the Enterprise Fund Balance, the Net Change to FY 2024 is still a surplus of \$71,760.

In addition, the engineering contract for implementing the Venable Park Master Plan is significantly higher than anticipated, requiring the need to appropriate \$89,270 from the Parks and Stormwater Fund balance.

Also included in this amendment are two (2) personnel changes that affect the summary of authorized personnel by department and the detail of full-time equivalents budget pages. One is to change a part-time community development clerk to a full-time administrative support associate; and the other is to add verbiage to allow departments to exceed the authorized number in order to fill pending retirements or vacancies. These changes do not change the budget dollar amounts. See Police Chief Hartman's and Director of Community Development Jaggi's memo on their justification for these changes.

I'd be happy to answer any questions.



MEMORANDUM

DATE: October 30, 2023

TO: M. Perkins, City Administrator

FROM: J. Hartman, Chief of Police

SUBJECT: Police Department Staffing Update

For the first time in many years, the Police Department is on track to achieve a fully staffed status. One of the components in my vision to maintain sufficient staffing for the Police Department was to anticipate employee retirements and plan accordingly. Here is the current landscape of our staffing.

Authorized sworn staffing	50
Current sworn staffing (after two October retirements)	47
Pending sworn hires (conditional offers of employment)	2
Hired – in Police Academy (Graduation date: Dec 14, 2023)	2
Anticipated staffing - Dec 15, 2024	51
Anticipated retirement – April 2024	-1
Anticipated staffing - April 2024	50

Although on paper, the Police Department will be +1 in authorized staffing on December 15, an important component of maintaining a properly staffed Police Department is anticipating retirements or resignations and hiring to fill those vacancies before those officers retire or resign. With a retirement anticipated in April 2024, proper planning would be to swear-in the retired officer's replacement 16 weeks before retirement. Here is why: Although the new officer may fill a "staffing" position from a Finance perspective, they will not fill a position on the Police Department Organizational Chart (Roster) until they complete the Field Training process, which lasts 16 weeks. In other words, while they are in Field Training, they are paired full-time with a Field Training Officer, and the two officers occupy one position on the organizational roster.

Another unique challenge that supports the strategy of hiring above staffing to remain fully staffed is the amount of time it takes from employment application to filling a roster vacancy. The table below outlines the typical timeline from application to roster placement.

Process	Typical Timeframe
Testing and Interviews	2 - 4 weeks
Background Investigation	4 - 8 weeks
Medical exam, drug screen, psych assessment	2 - 4 weeks
Police Academy (if needed)	6.5 months
Field Training	4 months

When the Police Academy is not required, the best-case scenario is 6 months from application to the time when the officer fills a vacancy on the roster. If the Police Academy is required, it can take over a year between the time of application and the time the officer fills the roster vacancy. In summary, the Police Department will never achieve or sustain full staffing if we wait for officers to leave before initiating a hiring process. I am requesting permission to have 51 sworn officers in December, in anticipation of the April retirement.



DEPARTMENT OF COMMUNITY DEVELOPMENT MEMORANDUM

Meeting Date: November 13, 2023

To: Mark Perkins, City Administrator
Mayor and City Council

CC: Lori Obermoeller, Director of Finance

Memo Prepared by: Jason W. Jaggi, AICP, Director of Community Development

Subject: **Budget Amendment—Administrative Services Associate Position**

The Departments of Community Development and Public Works share work space and administrative support functions. The current support services staffing is approved for three full time employees: an Administrative Services Supervisor, an Administrative Services Associate for the Building Division and an Administrative Services Associate for the Public Works Department. In addition to the three full time positions, there is a part-time clerk position assigned to assist the Building Division with the apartment re-occupancy and code enforcement functions.

The front office currently has two vacancies: the Public Works Administrative Services Associate and the Community Development Clerk. A contingent offer of employment for the Public Works associate position has been accepted with this candidate expected to begin work with the City later this month. Upon the departure of the former employee in the clerk position, the Department subsequently advertised for this position on a part-time basis both internally and externally with the desired work hours listed of 10:30am to 4:30pm. The part time Community Development Clerk position remains unfilled.

Staff is requesting a budget amendment to eliminate this part time clerk position and to re-classify it to a full-time, Administrative Services Associate. This change would bring back the prior staffing levels to one supervisor and three full-time support services associates for the shared CD/PW front office. This position would be the primary support person for the code enforcement and apartment re-occupancy functions of the Building Division. This position also has the responsibility for completing title requests and notifying applicants with expired building permits and outstanding escrows. In a secondary role, this position will assist with permitting functions and complaint distribution for both departments and help with the transition to the new permitting software.

I will be available to respond to any questions that may arise at the meeting.

RESOLUTION NO. 1685

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE EXECUTION OF A CONTRACT WITH JOHNSON CONTROLS FOR THE REPLACEMENT OF THE ICE RINK MUNTER'S AC UNIT FOR A TOTAL SUM OF \$68,704.00.

WHEREAS, the Mayor and City Council of the City of Creve Coeur recognizes a need to provide quality equipment for the operations of the Ice Rink; and

WHEREAS, the AC UNIT at the facility is past it's useful life and needs to be replaced; and

WHEREAS, replacement of the unit will allow for better climate control for the users and renters of the Ice Rink;

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

SECTION 1: The contract between Johnson Controls and the City for the replacement of the Munter's AC Unit in the amount of \$68,704.00 is hereby approved. The City Administrator is authorized to execute the agreement 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 Resolution, and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the agreement.

SECTION 2: This Resolution shall take effect upon approval.

ADOPTED THIS 13TH DAY OF NOVEMBER, 2023.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE
CITY CLERK

CITY OF CREVE COEUR



MEMORANDUM

Date: October 26, 2023
To: Mark Perkins, City Administrator
From: Jason Valvero, Director of Recreation
CC:
Subject: Ice Rink Munter's AC Unit Replacement

The Ice Rink has a dehumidification unit that removes moisture out of the rink to keep the environment as dry as possible to help maintain the coldest temperature possible. The desiccant wheel was replaced in February of 2022 and now the AC condenser needs replacing. The purpose of the AC portion of the system is to maintain a constant temperature to aid in refreezing the water after each ice scrape. The current temperature in the ice rink is set at 53 degrees. Also, when the ice slab needs to be removed for routine maintenance or other projects that require the rink to be shut-down (dasher board replacement, R-22 switchover, etc.) the AC unit helps cool the rink back down, maintain needed temperatures and pull the moisture out of the wood ceiling of the rink.

The city contracted with G & W Engineering to put together the bid specs and provide professional oversight. The request for proposals was released on August 31, 2023 and submissions were due on September 28, 2023. The city received three bids. The bids were as follows:

Item No.	Quantity	Item	Johnson Controls	DEKA	Vogel
1	1	Condensing Unit	\$ 34,352.00	\$ 67,418.00	\$ 53,436.50
2	1	Cooling Coil Unit	\$ 34,352.00	\$ 22,472.00	\$ 26,718.25
		Total Bid	\$ 68,704.00	\$ 89,890.00	\$ 80,154.75

The low bid from Johnson Controls contained an alternate brand name other than the proposed unit specified in the specs. G & W Engineering reviewed the bid and did approve the bid by Johnson Controls to be an "approved equal". The bid by Johnson Controls is the lowest and best qualified bid submitted.

Funds have been budgeted in the current Capital Improvement Program in the amount of \$70,000. It is the recommendation to enter into a contract with Johnson Controls for the replacement of the Ice Rink Munter's AC unit for a cost of \$68,704.00.



CITY-CONTRACTOR AGREEMENT

This is an Agreement made and entered into the 13th day of November, 2023, by and between the City of Creve Coeur, Missouri (hereinafter called the "City") and, Johnson Controls, with offices at 2280 Ball Drive St. Louis MO 63146 (hereinafter called the "Contractor"). The project is identified as the Ice Rink Munter's Unit AC Replacement (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) Technical Specifications and Construction Plans
- 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

- (a) All time limits stated in the Contract Documents are of the essence.
- (b) The Work to be performed under the Contract shall commence within ~~thirty~~ days (30) calendar days of the date of the written Notice to Proceed as issued by the City, and the Work shall be completed within One hundred twenty (120) calendar days from the written Notice to Proceed.

ARTICLE IV

The Contract Sum and Payments

The "Contract Sum" is hereby defined as the sum total of the products of the estimated quantity of each bid item in the Bid 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 **Sixty-Eight Thousand Seven Hundred Four Dollars and Zero Cents (\$68,704.00)**. 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 34.057 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.
- (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 two hundred and fifty dollars (\$250.00) for each calendar day the Contractor fails to comply with the Construction Schedule. The total amount so payable to the City as liquidated damages may be deducted from any sums due or to become due to the Contractor from the City. 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 (c) 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, 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.

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. 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 removal and replacement of specified mechanical equipment at the Dielmann Recreation Complex 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.

Bid Summary Page

Item No.	Quantity	Item	Johnson Controls
1	1	Condensing Unit	\$ 34,352.00
2	1	Cooling Coil Unit	\$ 34,352.00
		Total Bid	\$ 68,704.00

- Johnson is an approved equal. They must meet all of the requirements of the documents.
- They also will need to coordinate any changes the unit will cause to the design. If the electrical requirements or piping requirements are different than our basis of design, they will accrue that cost.
- The unit would fit but the clearance for airflow to not recirculate the hot air would not be met, that is why a new pad is required.

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 _____
"Contractor"

Printed Name

(SEAL)

Title

Attest: _____

Date: _____

RESOLUTION NO. 1686

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, ADOPTING THE DR. H. PHILLIP VENABLE MEMORIAL PARK MASTER PLAN.

WHEREAS, the City Council of the City of Creve Coeur recognizes master plans can serve as primary documents to guide the City's future efforts relating to parks and recreation needs; and

WHEREAS, the City partnered with HDR, an international engineering firm specializing in master plan projects, to complete the Venable Park master plan pro bono; and

WHEREAS, the Parks and Historic Preservation Committee was actively involved in the process of creating the plan; and

WHEREAS, the proposed plan was developed through a process that involved community engagement of the residents of Creve Coeur, along with City Council, staff, stakeholder groups and the Planning and Zoning Commission; and

WHEREAS, the City Council has determined that it is fully and sufficiently informed on the matter and that the proposed plan will serve as an excellent guide to address the existing and future needs of the park.

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

Section 1. The Dr. H. Phillip Venable Memorial Park Master Plan attached hereto as Exhibit 1 is hereby adopted. 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 and the Plan, subject to Council review and approval of specific projects and expenditures in accordance with established procedures.

Section 2. This Resolution shall take effect upon approval.

ADOPTED THIS 13TH DAY OF NOVEMBER, 2023.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE
CITY CLERK

SUMMARY OF MASTER PLAN RECOMMENDATIONS

DR. H. PHILLIP VENABLE MEMORIAL PARK

NOVEMBER 3, 2023



SUBMITTED TO THE CITY OF CREVE COEUR, MISSOURI
NOVEMBER 3, 2023

MAYOR AND CITY COUNCIL

ROBERT HOFFMAN - MAYOR
HEATHER SILVERMAN - WARD 1
MARK MANLIN - WARD 1
NICOLE GREER - WARD 2
TIM CARNEY - WARD 2
SARI NEUDORF - WARD 3
DAVID HOFFMAN - WARD 3
DAN TIERNEY - WARD 4
JOE MARTINICH - WARD 4

PARKS AND HISTORIC PRESERVATION COMMITTEE

RALPH MEROLA, CHAIR
NANCI ALLEN, VICE CHAIR
JAMIE CACCIABANDO
RICK DARROW
JOE HARRISON
NANCY LITZINGER
MATT RIZZO
TERESA WHEELER

NOTE

This document contains an executive summary of proposed park improvements. Further recommendations may be required, based on final selection for artist and public art concept in order to integrate the concept into the park, and potentially provide additional interpretive signage.



An aerial photograph of a park or recreational area. The image shows a large green lawn, several tennis courts, a parking lot, and two swimming pools. There are many trees and some buildings in the background. The text "SUMMARY OF MASTER PLAN RECOMMENDATIONS" is overlaid in white, bold, sans-serif font, centered on the image. Two horizontal white lines are positioned above and below the text.

SUMMARY OF MASTER PLAN RECOMMENDATIONS

RECOMMENDATIONS

NARRATIVE OF PLANNED PARK IMPROVEMENTS

PARK ENTRY AND SIGNAGE

There are several issues related to the main park entrance at Country View Drive that require improvement. The current vehicular entry on a curve in the road is 60' wide does not designate a clear, safe point of entry, or provide protection for pedestrians or parked cars from incoming traffic. The first view of the park is not one of a lush park but a large parking area. In addition, the current park sign is located beyond the park entrance for most visitors.

It is recommended to create a clear point of arrival with a narrower, well defined drive entrance, enhanced landscaping and new park signage ❶.

PAVILION

As identified in the 2019 Master Plan, the current park pavilion will be replaced ❷. The new structure should be of similar size, but plan and roof form could vary from the existing structure, with consideration given to a number of different furniture and usage configurations. The pavilion should be accessible and connected by an accessible route to parking, path network and park entry.

ACCESSIBILITY IMPROVEMENTS TO PARKING AND PARK ENTRY

The existing main parking lot is steeply-sloped (up to 10% grade). As a result, the current designated accessible parking spaces are not within ADA standards, which require a maximum 2% cross slope in all directions, and are not connected to park facilities by accessible routes.

It is recommended to create a new accessible area by regrading the eastern section of the lot to accommodate accessible parking stalls ❸ and walkway. Additional regrading could provide a welcoming accessible entry point into the park with access to all-season restrooms and aligned with the new pavilion and public art location. Regrading will require import of fill material to raise approximately 45 feet of the eastern section of the lot to achieve a slope meeting ADA. This will likely require construction of a retaining wall 3' to 4' in height, which will create an overlook of the park. Ramps and/or steps may

be required to access sections of the park below the wall. Some expansion and re-stripping of the parking area will be needed to maintain parking capacity.

In addition to improvements to the main parking lot, a small area of paved parking could be added to the NE corner of the park at the south terminus of Sunswept Drive for neighborhood access. Additionally, dependent on projected park usage for events etc, there is an opportunity to allow overflow parking along Country View Drive North of the park entrance. This is facilitated by the existing mountable type curb along the street. The surface would remain turf to maintain the existing character of the park. Dependent on usage and volume, reinforcement of turf may be required.

CIRCULATION

To provide access for park users of all abilities, key park features including the pavilion, artwork, sports and play facilities should all be connected via universally accessible walking paths where feasible. While the existing park walking loop is well used and appreciated by park users, sections of the path in the northwest quadrant of the park exceed a running slope of 5%, the maximum ADA grade for accessible pedestrian routes without handrails. As a result, a full trail loop is not accessible to all park users.

A new, secondary pathway is proposed that allows a complete accessible loop and provides a number of alternate path loops of differing lengths. A new proposed segment provides more direct connection from the main parking lot ❹ to the replaced footbridge ❺ over the creek on the east side of the park. New paths, or replaced sections of path, should be surfaced with a smooth, hard surface of asphalt, concrete or pavers 6' in width.

PLAYGROUND IMPROVEMENTS

The existing 2-5 age playground is in need of replacement based on recommendations of the master plan. A new play area should be designed to current ASTM and ADA standards for safety and accessibility. An equivalent number of age-appropriate play events should be included, like play structures that allow for climbing, crawling and sliding as well as ground-level games. This will require

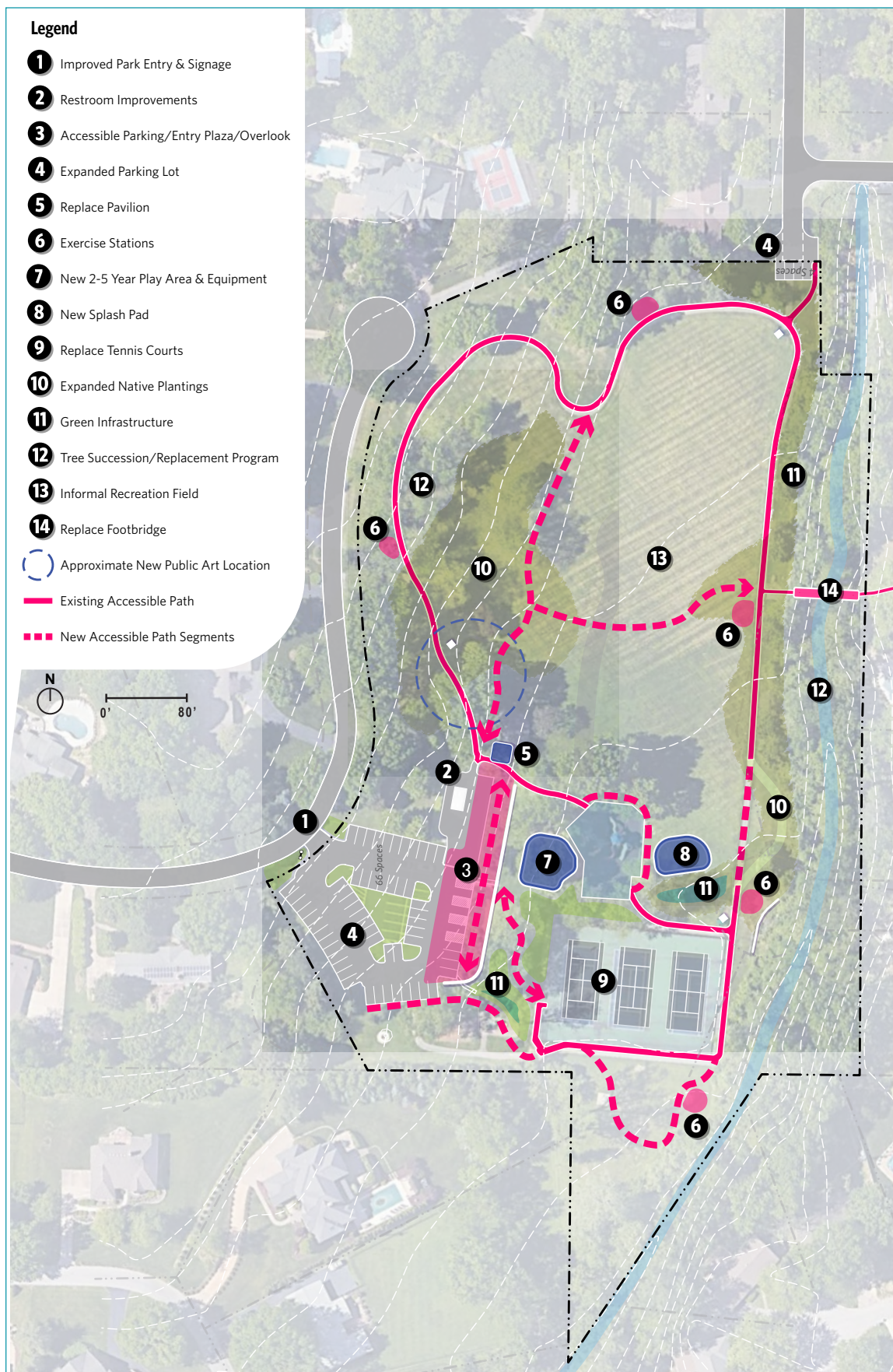
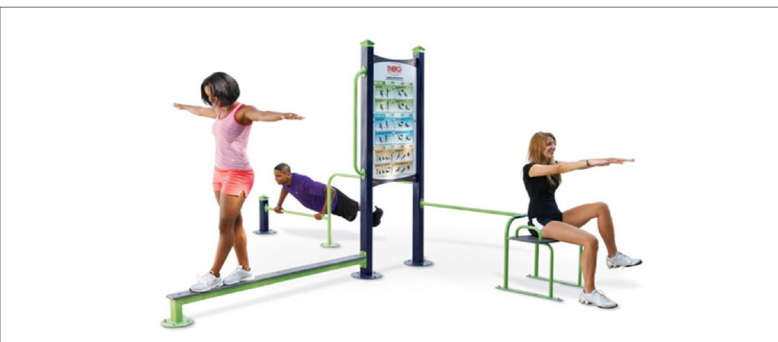


Figure 1. Park Improvement Recommendations. Note: numeric symbols are also referenced in the text.



^ Figure 2. Example of an exercise trail station, including a combination of stretching, exercise and agility activities (image source: Playworld Systems)



^ Figure 3. Green infrastructure, including bioswales and rain gardens can be an attractive way to reduce and infiltrate stormwater runoff from hard surfaces (image source: HDR)



^ Figure 4. Age-appropriate 2-5 year play equipment (image source: Landscape Structures)

an area of approximately 2,500 square feet. A poured-in-place rubber surface is recommended due to its durability, predictable performance and lower maintenance requirements.

An approximate location for the new play area 7 is shown adjacent to the school age playground, but the exact location and configuration will need to be determined, based on an accurate survey of existing conditions, tree preservation and specific equipment dimensions. The new play area should be placed at least 40' from vehicular pavement, or a fence should be placed between the play area and parking lot.

The existing school-age play area will be removed.

NEW SPLASH PAD

Based on master plan recommendations, a new splash pad of approximately 1,500 square feet 8 is proposed. This is intended to include 4-5 spray elements appropriate to park scale and character with an accessible surface. Based on city budget priorities the facility will utilize potable water with runoff discharged to sewer (a single pass type system). Appropriate green infrastructure features 11 could intercept and filter runoff prior to it entering storm sewers or the creek. For this reason, the plan places the splash pad location at a low elevation in the park.

ACTIVE RECREATION

Three existing asphalt tennis courts 9 will be replaced with a post-tensioned concrete slab, new fencing, surfacing and equipment.

Dependent on budget, several exercise stations could be added to the trail loop 6 to enhance recreation opportunities in the park. Stations would include structures to encourage upper and lower body and core exercises (eg. inclined benches or pull-up bars), agility (eg. balance bars or stepping stones) or stretching with appropriate signage and resilient surfacing. A number of manufacturers produce suitable recreation equipment of various levels of complexity ranging from simple bars and posts to gym-type equipment. These should ideally be located to include accessible features on an accessible trail loop.

The flat mowed area in the north central area of the park 13 functions as an informal sports field. It is intended that this use will remain informal with no field markings or goals placed on the turf.

NATIVE LANDSCAPE AND TREE CANOPY

In the future there is an opportunity to increase the area and quality of native landscaping in the park. This would provide access to nature and wildlife habitat in various ecosystems, as well as reduce the area of the park that is required to be maintained by mowing. The primary area identified for this future project is adjacent to the creek and associated woodland ⑩. Natural areas would be well-defined to facilitate maintenance of existing lawn either by location of pathways or appropriate signage and fencing.

The existing tree canopy ⑫ is a major asset of the park and provides extensive shade that benefits park users. The tree canopy is mature, with most trees of a similar age. Some species (eg. Norway Maple) are short-lived and close to end of life. New pests, like Emerald Ash Borer have caused tree loss and crown dieback over time. It is recommended the City perform an arborist assessment of all trees to establish probable lifespan and identify any hazardous conditions. From the survey, a succession plan can be developed for incremental replacement of trees, with the goals of prioritizing native species and increasing tree canopy cover.

To promote the public nature of the park, additional evergreen trees and mid-story shrubs should be planted around the periphery of the park to create a robust, visual buffer from the adjacent homes. An attractive, low perimeter fence could also support this goal, to denote public versus private property and to eliminate no trespassing signs currently posted on the park's perimeter.

GREEN INFRASTRUCTURE

Modifications to drainage will be required to accommodate new facilities including parking, playground, splash pad and pathways. This may require the addition of drainage structures to replace current surface flow structures. Green infrastructure improvements and stormwater Best Management Practices (BMPs) typically emphasize the use of surface flow, landscape features and natural infiltration and can reduce the extent and cost of traditional storm sewer facilities. This type of stormwater facility is recommended in the park ⑪ to improve infiltration, eliminate excessive runoff to storm sewers, filter runoff, provide native habitat opportunities and maintain the “green” character of the park.



^ Figure 5. Example of splash pad of approximately 1,500 Sq Ft. Lower level, low volume equipment is preferred to maintain the character of the park. (image source: Aquatix/LSI, Inc.)



^ Figure 6. Expanding native landscape adjacent to existing woodland creates opportunities for nature discovery (image source: Adobe Stock)

CITY OF CREVE COEUR



MEMORANDUM

Date: November 6, 2023
To: Mark Perkins, City Administrator
From: Jason Valvero, Director of Recreation
CC:
Subject: Adoption of the Venable Park Master Plan

The city completed a Master Plan for all city parks in 2019 with Planning Design Studio (PDS). As a result of that plan, the city's flagship park, Millennium Park, was selected first to complete an individual park master plan. This process will allow us the opportunity to drill down on the details that were presented in 2019. Now that Millennium Park construction is underway, Venable Park is next on the list.

Background

The city has been working with an international firm, with Venable family ties, called HDR. The great niece of Dr. Venable works for HDR and helped start the process of entering into an agreement with the pro bono arm of the company, called Design for Others (D4O). This has been a slower process than what is normally completed within this time frame, but we paused as the city worked through the memorial process. The end goal is to make sure the memorial is part of the fabric of the plan and not just dropped into the park after the master plan is completed. We now have an idea of size and scope for the memorial and now can move forward with final stages of approval of the Venable Park Master Plan. There have been public meetings, stakeholder meetings, staff meetings and citizen input throughout the process. Staff is now ready to present the plan to the City Council for adoption.

Scope of the Plan

The scope of services for the project included; an initial park review, inventory study of the current conditions of the park and its amenities; community engagement through town hall meetings, survey work and stakeholder meetings. The final step is to create a master plan for City Council adoption.

The final plan created by HDR/D4O is conceptual. The city will enter into an agreement with a consultant to create the as-built drawings, site survey, cost estimates, construction documents and bidding process. HDR/D4O is willing to assist as necessary, but the burden falls on the city to take the plan and move forward in making the concept a reality.

The plan does not include cost estimates, but staff will work with the retained engineering firm to create a budget for the plan. A preliminary cost estimate will be completed during early engineering. The project may include multiple phases, which are respective of our capital budget. The City has included \$2 million for construction of Venable Park renovations and amenities in the FY25 Parks and Stormwater Capital Program.

Timeline

There were opportunities for feedback and engagement throughout the process and the following chart provides a list of the main tasks completed.

Task	Date
HDR Internal Charrette in Chicago	November 2021
City Council Approved HDR/D4O Agreement	January 24, 2022
Meeting with Venable Park Task Force and Venable Family	May 25, 2022
Public Meeting #1 at City Hall and Online	June 16, 2022
Data Collection Online Survey	August 2022
City Council Update	December 12, 2022
Meeting with Parks and Historic Preservation Committee (PHP)	January 11, 2023
Work Session with City Council and PHP	August 28, 2023
Public Meeting #2 at Venable Park	September 7, 2023
Presentation to Planning and Zoning Commission	November 6, 2023
Final Presentation with City Council	November 13, 2023

Next Steps

Enter into an agreement with a firm to take the plan and create the necessary documents to bid out the project. Staff is ready to present the final draft to the City Council for adoption.

RESOLUTION NO. 1687

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AUTHORIZING EXECUTION OF AN AGREEMENT WITH THOUVENOT, WADE & MOERCHEN, INC. (TWM) TO PROVIDE PROFESSIONAL ENGINEERING SERVICES RELATED TO VENABLE MEMORIAL PARK – SITE DESIGN FOR A NOT TO EXCEED LUMP SUM AMOUNT OF \$214,270.00,

WHEREAS, the City Council of the City of Creve Coeur recognizes a need to perform topographic survey work for Venable Memorial Park and development of engineering design plans for Venable Park which includes the layout and grading for a playground, splash pad, walkways, storm water and utilities, construction documents, construction administration, specifications, geotechnical investigation, hydraulic design, bridge design and cost estimates; and

WHEREAS, the cost for these services is based on the scope and number of estimated staff hours for the project at rates for those positions which are identified in “Exhibit A” the Master Service Agreement; and

WHEREAS, Public Works staff has found that TWM is well qualified for the design of these services;

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

Section 1: The agreement between TWM and the City of Creve Coeur, attached hereto as “Exhibit A” to provide professional services related to Venable Memorial Park – Site Design for the City of Creve Coeur is hereby approved for the not to exceed lump sum amount of \$214,270.00, including direct and indirect costs. The agreement as executed shall be consistent with the provisions and intent of this Resolution and in the form of “Exhibit A” with such changes deemed necessary and proper consistent with this Resolution. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the agreement.

ADOPTED THIS 13TH DAY OF NOVEMBER, 2023.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE
CITY CLERK



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: November 6, 2023

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works
Tom Delia, Project Manager Engineering

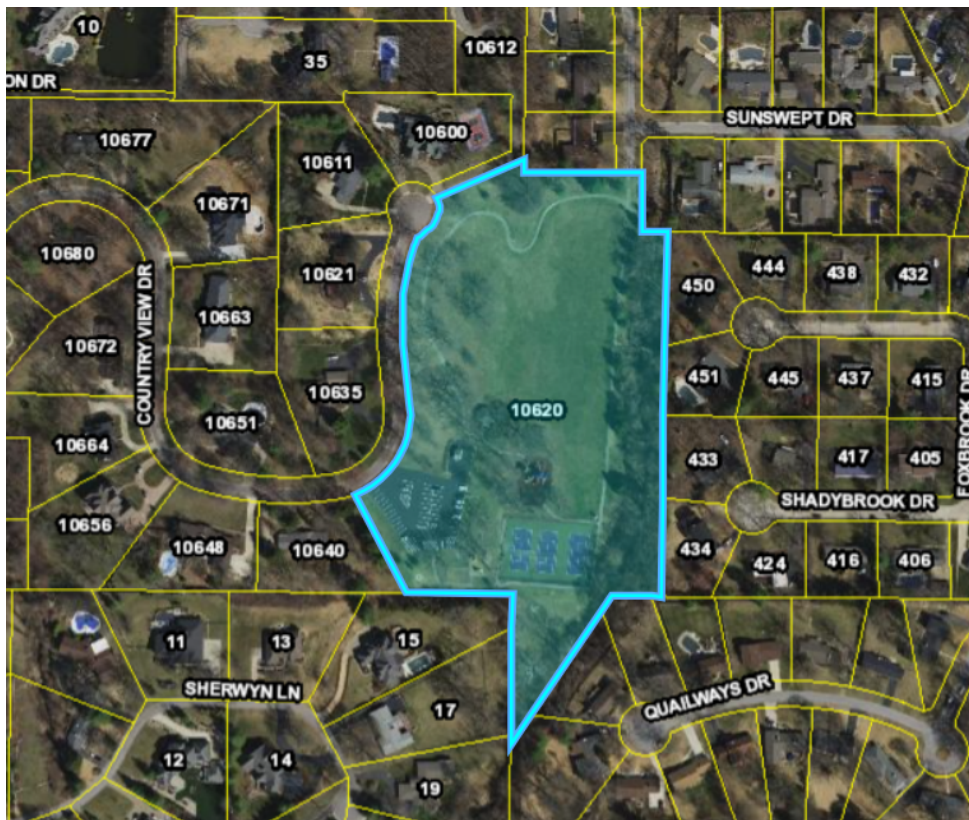
FROM: Steve Berez, City Engineer / Asst. Director of Public Works

SUBJECT: Recommendation to enter into an Agreement with Thouvenot, Wade & Moerchen, Inc (TWM) to provide professional engineering services for Venable Park site design.

Background

Venable Park is an approximate 9.7-acre parcel located in the heart of the City of Creve Coeur. The existing park's site consist of restrooms, pavilion, walking trail, playgrounds, three tennis courts and a sports field. The City is looking to make renovations to the existing facilities, as well as, to install a memorial to Dr. H. Phillip Venable.

The map below displays in blue the boundaries for the park.

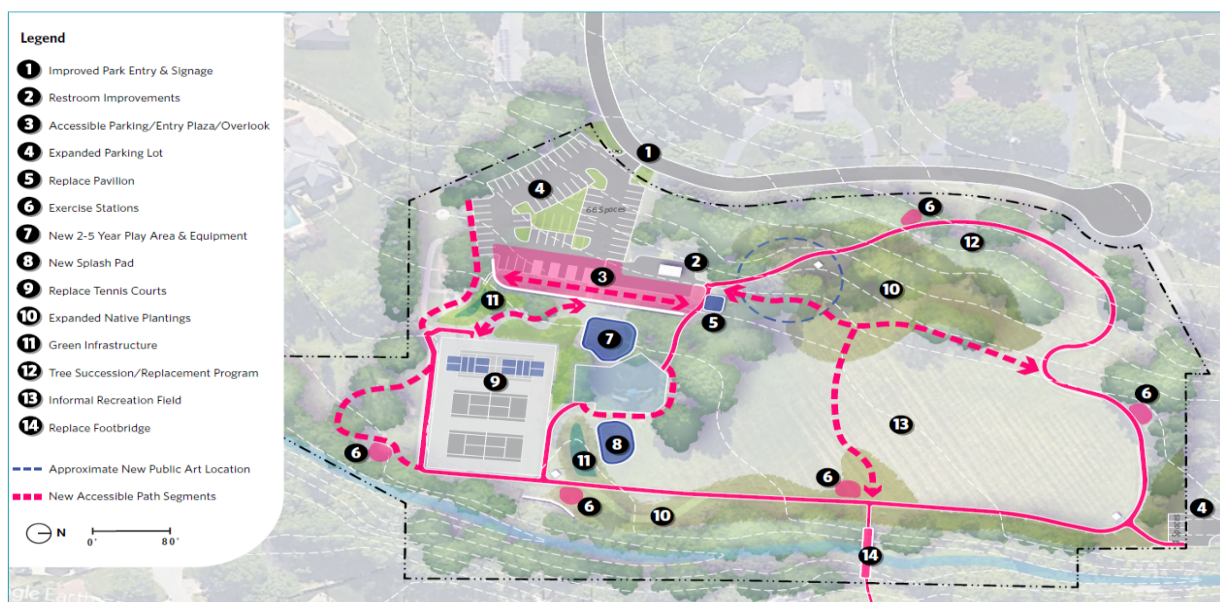


The city wishes to begin this process, by entering into an agreement with a consulting firm to prepare the following general services as they relate to this project (please refer to Exhibit A for a complete list of services to be provided).

- Topographic survey to develop site plans, grading and storm water designs. Work includes a LiDAR survey to make 3-D representation of the entire park surface and a boundary survey of the parcel. Work also includes a hydraulic survey of Sunswept Creek.
- Geotechnical Investigation and Analysis (subconsultant to TWM). Required to determine subsurface conditions for the pedestrian bridge crossing Sunswept Creek.
- Schematic Design Phase including a minimum of two conceptual layouts for the park with Engineers estimate of probable cost for budget development.
- Preliminary Design (50%) – Technical design development and construction drawings, initial permitting (MSD, FEMA, etc.), landscaping design and to include the addition of hydraulic analysis & design and bridge design.
 - A hydraulic technical memorandum will indicate critical design features for the pedestrian bridge. A FEMA “No-Rise” certificate will be completed.
- Construction Documentation Phase (85% & 100%) – Technical design, construction plan documents, MSD stormwater report and O&M report, bridge design, landscape design, irrigation plan, job special provisions, engineer estimate of probable cost, permitting, easement documentation.
- Construction Administration Phase – Project management, bidding, pre-construction meeting, shop drawings and sample review, RFI's, Landscape Architecture construction administrative services.

The components of the improvements design would include:

- Site work required for the new memorial to Dr. Venable (actual memorial separate)
- Improvement to park entry and signage
- Restroom Improvements
- Expanded parking lot with improved access
- Replacement of tennis courts with improved grading
- Pavilion replacement
- New 2–5-year-old playground and splash pad
- Walking trail improvements and replacement of foot bridge from Foxbrook Drive



The basis of the improvements will follow in conjunction with the Master Plan created in 2019, and will provide fresh insight by reviewing the existing site conditions, topography, utilities, and associated items.

Project Description

The proposed project scopes of work are summarized below for Venable Park:

- Reconnaissance / Surveying
 - Topographic Survey with aerial LiDAR data and conventional collection
 - Hydraulic Survey*
- Schematic Design
 - Site visits and Kickoff meetings
 - Conceptual Layouts (2 layouts for site improvements)
 - Landscape Design
- Preliminary Design Service (50% preliminary)
 - Hydraulic Analysis & Design*
 - Technical Design
 - Bridge Replacement Design*
 - Utility coordination and research
 - Plan Sheets for the 50% design development
 - Engineer Estimate of Probable Cost
 - Initiation of Permitting
- Construction Design Service (85% & 100%)
 - Hydraulic Analysis & Design*
 - Technical Design
 - Construction Plan Documents
 - MSD Stormwater Report & Operation and Management Report
 - MSD – BMP maintenance agreements
 - Bridge Replacement Design*
 - Job Special Provisions
 - Engineer Estimate of Probable Cost
 - Permitting
 - Easement Documentation*
 - Landscaping and Irrigation Design
- Construction Administration Phase
 - Project Management
 - Bidding Phase
 - Pre-construction Meetings
 - Shop Drawings and Sample Reviews*
 - Request for Information
 - Landscaping Architecture CA Services*

The * indicates a unique service to this project as compared to the Millennium Park design that TWM recently completed for the City.

Per TWM's schedule, their design work will be completed by middle of June of 2024. Which will allow for bidding of this project soon thereafter and the anticipation that construction could commence in the fall of 2024.

NOTE: Tennis court design is not included in the TWM proposal. The City anticipates utilizing a cooperative purchasing program to hire a firm to complete this work. Staff anticipates seeking Council's approval for this service at a future meeting.

Request for Qualifications

In January 2022, the Public Works staff issued a Request for Qualifications (RFQ) packet for site survey, plan development, plan specifications and construction estimate for Millennium Park Phase 1. From that evaluation TWM was selected based on experience and technical competence, capacity to complete the project, past record of performance, and familiarity with the project limits. The City is currently working with TWM on the Millennium Park Phase 1 project and have found them to be professional, competent and thorough with regards to the project. Based on this level of review, TWM was asked to provide a proposal regarding detailed development of the site design at Venable Park. A copy of TWM proposal for design services is attached for your review as "Exhibit A".

Financing

This project was identified in FY2024 of the Capital Improvement Program. The Parks and Stormwater Fund budgeted \$125,000 for Planning, Design and Engineering in FY2024. The professional service costs presented and necessary for the current project scope are higher than budgeted mainly for the following reasons:

1. Hydraulic survey and hydraulic analysis
2. Pedestrian bridge design
3. Floodplain permitting
4. Easement exhibits
5. Geotechnical investigation and reports

It is recommended that a budget amendment for an additional appropriation of \$89,270 be done through the Parks and Stormwater Fund and that a specific account be created for this project.

Recommendation

Staff's recommendation is for the City to enter into a professional service agreement with TWM with offices at 3701 S. Lindbergh Blvd. Suite 100, St. Louis, MO 63127, to provide engineering services, as detailed in Exhibit A, for Venable Memorial Park, at a lump sum amount not to exceed \$214,270.00, which includes direct and indirect costs.

Attachment:

- Exhibit A - Professional Service Agreement and Proposal for Venable Memorial Park Site Design

Exhibit A

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Venable Memorial Park – Site Design

(TWM Project 230994)

ENGINEER



Thouvenot, Wade & Moerchen, Inc.
3701 S. Lindbergh Blvd. Suite 100
St. Louis, Missouri 63127
Phone: (314) 241-6300
Email: jlandeck@twm-inc.com

OWNER



City of Creve Coeur, Missouri
300 N. New Ballas Road
Creve Coeur, Missouri 63141
Phone: (314) 432-6000
Email: jheines@crevecoeurmo.gov

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of October 18 , 2023 (“Effective Date”) between
City of Creve Coeur, Missouri (“Owner”) and
Thouvenot, Wade & Moerchen, Inc. (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Venable Memorial Park – Site Design (“Project”).

Engineer's services under this Agreement are generally identified as follows:

Topographic survey and development of Engineering Design Plan documents for the Venable Memorial Park which includes the layout and grading for a playground, splash pad, tennis courts, walkways, stormwater and utilities, pedestrian bridge, specifications and cost estimates.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 General

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Exhibit C.

- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A and are hereby agreed to be reasonable.
- B. If, for reasons beyond Engineer's control, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails to complete the performance required in this Agreement within the time set forth, as duly adjusted according to and for causes stated in Article 3.02.B above, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without

additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

- C. *Consultants:* Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Compliance with Laws and Regulations, and Policies and Procedures:
 - 1. Engineer and Owner shall comply with applicable Laws and regulations.
 - 2. Prior to the Effective Date, Owner provided to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under this Agreement. Engineer shall comply with such policies and procedures, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.
- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.
- H. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- I. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

- J. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.
- L. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration, processing Change Orders, revisions to the Contract Documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase engineering or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.
- B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. If the parties agree to other electronic transmittal procedures, such are set forth in Exhibit J.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures, such as verification of file version compatibility, within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting

from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.

- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- F. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies and as loss payees on any property insurance policies carried by Owner which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance and copies of endorsements evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and its Consultants' interests are covered and that in the event of payment of any loss or

damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds, additional insureds, or loss payees thereunder.

- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner and Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 *Suspension and Termination*

- A. Suspension:
 - 1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
- B. *Termination*: The obligation to provide further services under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the project are delayed or suspended by the Owner for more than the 90 days allowed in Paragraph 6.05.A.1 and no equitable adjustment of the project schedule is granted by the Owner, as is required under Paragraph 3.02.B.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure

cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

a. By Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.
2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 *Controlling Law*

A. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.
2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
3. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

6.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement or exercising their rights under law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

6.09 *Environmental Condition of Site*

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.

- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any intentional or negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.
- C. *Environmental Indemnification:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *Percentage Share of Negligence:* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.11 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or

certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

- B. *Survival*: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability*: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims*: To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
 - 1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with this Agreement.
 - 2. *Agreement* – This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 - 3. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 - 4. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A of this Agreement.
 - 5. *Construction Contract* – The entire and integrated written agreement between Owner and Contractor concerning the Work.
 - 6. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner's costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

7. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
8. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.
9. *Contract Documents* – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
10. *Contractor* – The entity or individual with which Owner has entered into a Construction Contract.
11. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
12. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
13. *Effective Date* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
14. *Engineer* – The individual or entity named as such in this Agreement.
15. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
16. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
17. *Owner* – The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is

the same individual or entity that will enter into any Construction Contracts concerning the Project.

18. *PCBs* – Polychlorinated biphenyls.
19. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
20. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
21. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
22. *Record Drawings* – Drawings depicting the completed Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
23. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
24. *Resident Project Representative* – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
25. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
26. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
27. *Site* – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
28. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
29. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

30. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
31. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
32. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.
33. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. **(Intentionally omitted)**
- E. Exhibit E, Notice of Acceptability of Work. **(Intentionally omitted)**
- F. Exhibit F, Construction Cost Limit. **(Intentionally omitted)**
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Special Provisions. **(Intentionally omitted)**

K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement:*

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives:*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications:*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:
City of Creve Coeur, Missouri

Engineer:
Thouvenot, Wade & Moerchen, Inc.

By: _____

By: Derek W. Twente

Title: Mark C. Perkins - City Administrator

Title: Derek W. Twente, PLS, EI - COO

Date _____

Date _____

Signed: _____

Signed: 10/18/2023

Engineer License or Firm's
Certificate No. 001528

State of: Missouri

Attest: _____

Title: Kellie Henke, City Clerk

Date _____

Signed: _____

Address for giving notices:

300 N. New Ballas Road

Creve Coeur, MO 63141

Address for giving notices:

3701 S. Lindbergh Blvd. Suite 100

St. Louis, MO 63127

Designated Representative (Paragraph 8.03.A):

Jim Heines

Designated Representative (Paragraph 8.03.A):

Ryan Cerniglia, PE

Title: Director of Public Works

Title: Project Manager

Phone Number: (314) 872-2538

Phone Number: (314) 241-6300

Facsimile Number: (314) 872-2505

Facsimile Number: (314) 241-2391

E-Mail Address: jheines@crevecoeurmo.gov

E-Mail Address: rcerniglia@twm-inc.com

This is **EXHIBIT A**, consisting of 9 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated October 18, 2023.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth in the attached pages of Attachment A – Scope of Services.

If authorized in writing (Exhibit K, Amendment to Owner-Engineer Agreement) by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed in the attached pages of Attachment A – Scope of Services.

[The Remainder of This Page Left Blank Intentionally.]

**EXHIBIT A: SCOPE OF SERVICES FOR
CIVIL ENGINEERING PROFESSIONAL SERVICES**

THOUVENOT, WADE & MOERCHEN, INC.
3701 S. Lindbergh Blvd, Suite 100
St. Louis, MO 63127
314.241.6300
WWW.TWM-INC.COM

ARTICLE 1 – PROJECT BACKGROUND AND DESCRIPTION



- 1.01 Venable Memorial Park is an approximate 9.72-acre parcel located on the eastern portion of the City of Creve Coeur. The existing site serves many uses to the public including two playgrounds, three tennis courts, paved trails, a picnic pavilion, restrooms, and large open space areas. Venable Memorial Park is one of the City's busiest parks and a focal point to the community. Over the past year, the City has been working through a pro bono program in establishing a master plan and memorial for future improvements to the Park. In working with a consultant, the Historic Preservation Committee, public and Venable Memorial Park Task Force, the City has identified site planning opportunities through their Master Plan. Some of these new improvements include updates to the park entry and parking lot, accessibility for all users, a 2–5-year old play area, small splash pad, tennis courts, multi-use sports field, pedestrian footbridge and green infrastructure stormwater measures.

The City has requested TWM to prepare a proposal to provide the engineering services and plan documents to bring the Master Plan vision through construction. To begin the process, a flown aerial LiDAR topographic survey will be performed for the entire site. Additional conventional topography will be provided as needed. Civil engineering services will be provided for the following phases of the project: Reconnaissance / Surveying Phase, Schematic Design Phase, Preliminary Design Phase (50%), Construction Document Phase (85% & 100%). This will include installation of stormwater BMP measures and stormwater quality permitting through the Metropolitan St. Louis Sewer District (MSD). Additional services will include Structural Engineering evaluation and design of the pedestrian footbridge, Geotechnical Investigation for the footbridge, and Landscape Architectural assistance. Construction administration services will be conducted to address contractors' RFI's, shop drawings and attend pre-construction meetings. Construction observation services are not included in the scope but can be added as an additional service. A breakdown of all the scope of services can be found below.



ARTICLE 2 – SCOPE OF SERVICES – BASIC SERVICES

2.01 We agree to provide the following specific professional services.

Services		Remarks
I. Project Management Phase		
Note: The scope of services for this phase will be performed throughout the duration of the project and amongst all phases.		
1.	Project Management	This task includes management of the project, emails, meeting minutes, internal coordination and various coordination between consultants and client for the duration of the project.
2.	Attend Various Meetings with Client	It is anticipated that we will attend various meetings with the City's Public Works Department and Parks Department. We anticipate a total of three (3) in-person meetings not including a kick-off meeting. It is anticipated that the kickoff meeting will include an on-site visit to discuss scoping elements. Virtual meetings, phone calls, and email correspondences will be included in the project management scope.
3.	Quality Assurance / Quality Control (QA/QC) Review	A thorough internal QA/QC will be conducted for the technical analysis, plan review and submittal procedures prior to finalizing the submittal at each of the following milestones: Reconnaissance Phase, Schematic Design, Preliminary Design Phase and Construction Document Phase.
II. Reconnaissance / Surveying Phase		
1.	Establish Control Network	TWM will establish a control network based on MODOT's CORS network with geospatial reference to Missouri State Plane East Zone Coordinates (NAD83), with a vertical datum reference of NAVD88, Geoid 18.
2.	Topographic Survey	
	a. Aerial LiDAR Data Collection	TWM will use our Unmanned Aerial Systems to collect topographic data and Ortho mosaic imagery of the site. We will process the data and create Digital Terrain Model of the data we collect.
	b. Conventional Data Collection	In areas where we are unable to collect data with the Unmanned Aerial Systems, we will use conventional survey equipment to collect planimetric and topographic features including visible sewer structures and pipe inverts. Additionally, a limited tree survey will be performed for trees greater than 6" diameter. Any cluster of trees will be shown as a tree line.
	c. Missouri One-Call	We will order a Utility Locate through Missouri One Call. All visible marked utilities will be surveyed
	d. Data reduction and processing	Registering and reducing all the data collection by TWM's data collection avenues. Process and package the data for the design team which will include an AutoCAD file and if requested, the data will be exported to GIS. The data collected will help facilitate the planning and layout for the future phases of the park.
3.	Boundary Survey	TWM will conduct a boundary survey on the subject parcel (Locator No. 17M110453). TWM will mark found existing property corners with a wood lath and/or flagging/paint. We will not reset any subject property monuments unless requested by the client at an additional fee. The boundary survey is to be used for design purposes and shown in the design plans, as such, no physical plats, surveys, ALTA/NSPS Title Surveys or other plan documents will be prepared.
4.	Hydraulic Survey	TWM will perform a hydraulic survey along the Monsanto-Sunswept Creek for the pedestrian bridge crossing. Cross sectional creek information will be collected at various intervals upstream and



		downstream of the existing foot bridge to determine drainage along the creek. The area outside the channel will be supplemented with St. Louis County GIS data to determine how regional drainage outside the subject area will impact the proposed pedestrian bridge crossing.
5.	Geotechnical Investigation and Analysis	TWM will obtain a subconsultant to perform and coordinate subsurface borings and test necessary to complete the engineering design of the pedestrian bridge, which will rely on bearing capacity and characteristics of subsurface soils. The investigation will determine the bearing capacity and soil conditions which may include but not limited to soil types, bearing capacity, global stability, geological integrity, etc. Results will be provided in a Report format.
6.	Utility Coordination and Research	We will research the utility records available to us and the available record information from the City. We will contact Missouri American Water, Ameren and MSD for available record documents of the site.
III. Schematic Design Phase		
1.	Kick-off Meeting	We will attend a kickoff meeting with the City to discuss the overall project, master plan and potential modifications and concepts.
2.	Site Visit and Walk Through	Initial site visit with design team and the City Officials to go through the various design ideas and to assess the existing conditions.
3.	Conceptual Layouts	We will prepare a maximum of two (2) conceptual layouts of the site improvements to incorporate the vision of the master plan and the discussions at the kick-off meeting. The layouts will consider the site grading, existing utilities, and stormwater requirements. The layouts will be provided in the form of one exhibit for each concept.
4.	Engineer's Estimate of Probable Cost (EEOPC).	One estimate of cost will be provided at the schematic design phase for the City's budgeting purposes.
5.	Landscape Design	Assisting the Civil Engineering on the schematic diagrams in location of landscaped areas, plantings and bioretention facilities; establishment of landscape costs.
IV. Preliminary Design Phase (50%)		
1.	Public Involvement and/or City Board Meetings	Not included in the Scope.
2.	Hydraulic Analysis & Design	A Hydraulic Technical memorandum shall indicate critical design features for the proposed pedestrian bridge replacement design, such as, drainage area, design storm event, floodplain/floodway requirements, flow rate, allowable headwater, calculated headwater, and capacity. The following tasks will be completed as part of this task: 1. A "No-Rise" Certificate will be completed and submitted to the City with supporting technical data. 2. Nationwide or Regional General Permit under 404 permit process: We will prepare a 404 permit application, however, it is anticipated that this project will not require a separate permit but will fall under the Nationwide Permit.
3.	Technical Design	Upon the City's direction of the approved concept layout, we will establish the 50% phase and inclusion into the plan sheet documents. Technical design elements will include: a revised geometric layout design, CAD creation for the grading of the site, preliminary drainage design of storm sewers, grading of stormwater bioretention areas, and a preliminary utility layout. Additionally, we will evaluate the existing park restroom capacity and provide recommendations if the restroom size/capacity is adequate or expansion necessary. If expansion is recommended, we will investigate the cost implications of a prefabricated facility, expansion of existing or the removal and replacement of a new facility. Any design



		or architectural services to the facility will be addressed as an amendment to the these scope of services.
4.	Bridge Replacement Design	Preliminary design of the replacement structure. Structural sheets shall include at a minimum, plan, elevation and section views showing the type, size and length, preliminary labeling / dimensioning of the proposed structure.
5.	Design Development & Construction Plan Documents	We will complete the design and improvements to further a set of plan sheets for the 50% design development phase which includes the plan production, drafting, labeling, dimensioning, creation of notes and detailing the design. We anticipate 16 sheets to include but not limited to: • Title Sheet (1 sheet) • General Notes (1 sheet) • Existing Conditions and Demolition Plan (1 sheets) • Site Geometrics with Utilities (2 sheets) • Grading & Erosion Control Plan (2 sheets) • Construction Details (3 sheets) • Landscaping Plan (2 sheets) • Preliminary Bridge Plan and Profile (1 sheet) • Bridge Replacement Sheets (3 sheets) Note: Water Quality BMP measures will be graphically shown in the phase with a detail design and MSD standards established in the Construction Document Phase.
6.	Engineer's Estimate of Probable Cost (EEOPC).	One estimate of cost will be provided at the 50% design milestone utilizing available cost data in MoDOT's estimate program.
7.	Permitting – Initial Coordination	Before initiating the Construction Document Phase, ensure all permitting requirements are known. Typical requiring permit applications will include, but not limited to: • U.S. Army Corps of Engineers (USACOE) – 404, 401 • MSD – Construction Permit • MSD – Floodplain Development Permit • City of Creve Coeur - Floodplain Development Permit • City of Creve Coeur – Building and Land Disturbance • FEMA - No rise Certificate
8.	Response to comments	A written responses and necessary plan revisions will be addressed for comments received from the City in review of the 50% design set.
9.	Job Special Provisions	A listing of Job Special Provisions will be provided to the client. Completed JSPs will be performed in the Construction Document Phase.
10.	Landscape Design	A preliminary landscape design will be established to the 50% design stage which will include the following plan sheets: • Planting Plan • Soils Plan • Planting and Soils Details and Schedule Additionally, the landscape architect will prepare (1) colored site rendering for the City. Updated cost estimates will be prepared.
V. Construction Document Phase (85% & 100%)		
1.	Technical Design	Upon receiving comments from the City on the Preliminary Engineering Phase, the technical design will be further established into the 85% and 100% plan sets. Technical design elements will include: finalizing geometric layout design, spot grade elevations, plan and profiles of utilities (storm sewer system, sanitary sewer service and/or water



		service lines), further establishment of bioretention BMP measures per MSD requirements. Additionally assist the Landscape Architect in the location of the designated irrigation areas.
2.	Construction Plan Documents & Production	We will complete the design and improvements to further a set of plan sheets for the 85% and 100% design sets which includes the plan production, drafting, labeling, dimensioning, creation of notes and detailing the design. We anticipate 40 sheets to include but not limited to: • Title Sheet (1 sheet) • General Notes (1 sheet) • Existing Conditions and Demolition Plan (1 sheets) • Site Geometric Plan (2 sheets) • Grading & Erosion Control Plan (2 sheets) • Spot Elevation Plan (4 sheets) • Utility Plan (1 sheet) • Utility Plan & Profiles (2 sheets) • Erosion Control Details (1 sheet) • Construction Details & Typ. Sections (4 sheets) • Landscaping Plan (4 sheets) • Drainage Area Maps (2 sheets) • BMP Drainage Area Map (1 sheet) • BMP Details (1 sheet) • BMP Cross Sections (2 sheets) • Bridge Plan and Profile (1 sheet) • Bridge Cross Sections (2 sheet) • Bridge Replacement Sheets (8 sheets)
3.	MSD Stormwater Report	A stormwater report will be prepared and provided for MSD review and approval. This will consist of all the storm sewer calculations and stormwater BMP calculations, supporting documents, plans and required MSD approval documents. Stormwater management will be performed for
4.	MSD Operations and Maintenance Report	MSD requires an Operation and Maintenance Report to cover all BMP and stormwater areas for the contractor and long-term maintenance by the owner. This task includes the preparation of the specific maintenance requirements and inspection requirements.
5.	MSD – BMP Maintenance Agreements	MSD will require Maintenance Agreements over all water quality BMP measures. This task includes the preparation of the legal documents for MSD permitting and legal approval as well as coordination with the City on obtaining an executed document.
6.	Bridge Replacement Design	Further design will be provided for the replacement structure. This will include a more in-depth design and detail of the structural sheets.
7.	Job Special Provisions	Job Special Provisions will be prepared for inclusion of the bid documents and will follow the City of Creve Coeur's template. Most of the Technical Specifications will be shown on the plan documents. Front-end specifications shall be provided by the City. A performance specification will be prepared within the JSPs that will include direction to the contractor for the selection of playground and splash pad equipment, pavilion, and amenity features such as trash enclosures, benches and shading.
8.	Engineer's Estimate of Probable Cost (EEOPC).	An estimate of cost will be provided at the 85% and 100% design milestones utilizing available cost data in MoDOT's estimate program.
9.	Permitting	Permits will be resubmitted and further completed to the approval process. Permits include but not limited to: • U.S. Army Corps of Engineers (USACOE) – 404, 401



		• MSD – Construction Permit • MSD – Floodplain Development Permit • City of Creve Coeur - Floodplain Development Permit • City of Creve Coeur – Building and Land Disturbance • FEMA - No rise Certificate Storm Water Prevention and Pollution Plan (SWPPP) documents will be prepared for the contractor. Contractor is responsible for the application and obtaining a Land Disturbance Permit with MDNR under the NPDES Clean Water Act.
10.	Easement Documentation	TWM will provide legal descriptions for up to two proposed temporary construction easements (TCE). It is assumed that these documents will be provided for the two (2) parcels adjacent to the proposed pedestrian bridge and will include the exhibits and/or descriptions.
11.	Response to comments	Written responses and necessary plan revisions will be addressed for comments received from the City of Creve Coeur as well as the Metropolitan St. Louis Sewer District within a number of reasonable of requested revisions.
12.	Landscape Design	A landscape design will further the 50% design to a final 100% design. Plan documents will be prepared for the landscape plantings within the bioretention areas and finalize the various plantings/trees located throughout the site. A final cost estimate and associated job special provisions / specifications are included in this scope, including specifications on the irrigation. • Planting Plan • Soils Plan • Planting and Soils Details and Schedule • Irrigation Plan – Allocation of areas Additionally, the landscape architect will provide a review the Civil Engineers performance specifications on the items including: play equipment, splash pad equipment, site amenities, furnishings and pavilion structures.
VI. Construction Administration Phase		
1.	Project Management	This task includes management of the project, emails, and various coordination between contractors and client.
2.	Bidding Phase	Bidding phase services include assisting the client in obtaining bids for construction, attending a pre-bid meeting on behalf of the client; issue addendums, response to comments, RFI's or other methods of providing clarification; review evaluation criteria and tabulate received bid responses.
3.	Pre-Construction Meeting	Participate in a Pre-Construction Meeting with the selected contractor prior to commencement of work at the site.
4.	Shop Drawings and Samples Review	Review and approval are only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
5.	Addressing Request for Information (RFI's) as issued by the contractor.	Review and response to contractor's questions within a reasonable number of requests.
6.	Landscape Architecture CA Services	The Landscape Architect will assist in the Construction Administration Phase for the following services: • Attend the Pre-Construction Conference



		• Perform one (1) tree-tagging visit to a nursery or grower near St. Louis to identify and reserve trees for use on the project. • Review shop drawings, submittals, RFIs. • Perform one (1) site visit to observe the work in progress and field reports. • Evaluate work completed for acceptance or non-compliance (punch list items)
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ARTICLE 3 – EXCLUDED SERVICES

3.01 While TWM, Inc. can provide the following services or obtain sub-consultants who can assist us with these services, the services listed below are not included within this contract:

- A. Performing any pot-holing or field investigation to physically locate utilities.
- B. Preparation or generation of a Plat of Survey.
- C. Surveying services for construction staking or layout.
- D. Preparation and negotiation of utility agreements or easements, unless listed in the scope of services.
- E. Facilitating the negotiation or acquisition of any temporary construction easements and/or permanent easements for adjacent offsite properties. TWM will prepare easement documents to the City for their coordination with the adjacent property owners as indicated in the scope above.
- F. Performing any environmental / hazardous waste assessment or natural resources investigation and design; including but not limited to wetland investigation.
- G. Archeological / Historical / Cultural Exploration and/or consultation letters to SHPO.
- H. Preparing any documents, attending any meetings, design revisions or involvement of any board meetings, public outreach or public hearings.
- I. Any floodplain or floodway studies as required by local, state or federal agencies, except as noted above. Including application, submittal and analysis related to FEMA and MDNR.
- J. Preparing any traffic studies or traffic related analysis.
- K. Design of any lighting improvements. This can be added as an additional service if desired.
- L. Detailed layout of sprinkler heads and irrigation plan beyond that listed in the scope above.
- M. Design, layout and technical details and specifications for the tennis court facilities. It is the contractor's responsibility to obtain a technical design and structural details of the post-tension facilities as part of their bidding documents.
- N. No architectural design services. The inclusion of architectural plans or design of a comfort station / restroom building will be an amendment to these scope of services.
- O. Design and/or layout of individual play equipment for the playground and splash pad areas.
- P. Design and calculations of any stormwater detention basins and/or stormwater quantity measures as listed by MSD, beyond the stormwater BMP quality measures listed in the scope of services. It is our understanding that stormwater quantity measures will not be required, and all drainage is directed to the existing creek to the east; however, MSD may have regulations or downstream stormwater issues that TWM is not aware of.
- Q. The scope for the topographic survey does not include an individual tree inventory study. We can locate specific sizes or types of trees, if it is deemed necessary by the client, but this would be subject to an additional fee.
- R. Construction Observation and preparation of any record or as-Built drawings / documents.
- S. Any permit reviews necessary that is not listed in the Scope of Services. Any fees required for approvals or permits.
- T. Any additional meetings than those listed above.
- U. Preparation of Front-End specifications documents.
- V. Preparing any record drawings or as-built drawings.
- W. This agreement does not include generating multiple versions of the civil engineering design or making continual revisions to the civil engineering design resulting in multiple revisions to the work performed by you or others. This agreement includes a maximum of one (1) revision to our schematic design scope of services as outlined here within.



ARTICLE 4 – INFORMATION WE NEED FROM YOU

- 4.01 We need you to provide us with some specific information so we can perform our Scope of Services. That includes:
- A. Provide TWM, Inc. with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
 - B. Furnish to TWM, Inc. any other available information pertinent to the Project including reports and data related to previous designs, or investigation at or adjacent to the Site.
 - C. Providing any data available from the Master Plan, including but not limited to the layout, dimensions, square footage areas and materials anticipated (if available).
 - D. Providing any front-end specifications and/or technical specifications and templates the City may want implemented into the bidding documents.
 - E. Provide TWM, Inc. with all available property information that includes the existing boundary survey data of the property and any known easements within the property. TWM's scope does not include performing these services and establishing property data.
 - F. Any additional information available to you or to your consultants or contractors that might be applicable, necessary, or helpful to us in performing our Scope of Services.

ARTICLE 5 – UTILITY COORDINATION AND LOCATING SERVICES

5.01 Missouri One-Call

- A. We will make a Missouri One-call Design Stage Request, which is intended for architects, engineers and other customers who are in the design stage of a project. At this stage, Missouri One-Call is then supposed to locate utilities within five (5) days.
- B. If the Missouri One-Call member field locates their utilities, we will then survey those surface markings in order to indicate the approximate horizontal location of those utilities underground and will add to our topographic survey the horizontal location of those utilities as marked.
- C. Based upon the information above, by entering into this agreement with us, you agree and understand that:
 - 1. The Missouri One-Call Design Stage Request process may delay our starting or completing field services; and
 - 2. We are not responsible if existing utilities must be relocated or plan documents must be modified as a result of conflicts between utilities and our plans because Missouri One-Call, or a Missouri One-Call member company, refused to locate their utilities, located the utilities in error, provide incomplete or inaccurate drawings, or did not provide sufficient information in response to our request.
- D. It is the responsibility of you to provide us with any and all information that you have regarding subsurface utilities or other subsurface conditions that may not be identified through the Design Stage Request, but that might affect the design of the project.

ARTICLE 6 – SCHEDULE

- 6.01 The Phases of work are anticipated to be performed in accordance with the schedule below. Dates shown are beginning and ending for each phase. We have allocated for the City to have a two-week review period between phases.
- A. Notice to Proceed..... On or about November 13, 2023
 - B. Reconnaissance & Schematic DesignNovember 13, 2023 - January 31, 2023
 - C. Preliminary Plans and Estimate (50%) February 1, 2024 - March 2, 2024
 - D. Construction Documents March 3, 2022 - June 17, 2024

Venable Park Improvements

City of Creve Coeur, Missouri

Proposal for Professional Services Version 3		Date:	10/16/2023
To:	Ryan Cerniglia	DTLS No.:	23038
	TWM, Inc.	Prepared by:	Matt Snelling, DTLS
	3701 S. Lindbergh Blvd., Ste. 100	CC:	Emily Straka, DTLS
	St. Louis, Missouri 63127		Julia Montroy, DTLS
Attachments:	Exhibit A - Venable Park Master Plan		

Thank you for the opportunity to provide this proposal for professional landscape architectural design services. The following describes and defines our understanding of this project:

Project Understanding

From the City of Creve Coeur RFQ:

The City seeks engineering design services to survey Venable Park, evaluate the site to determine the optimal placement of a new playground, splash pad, pavilion, and various other park elements, and to provide plans and specifications that will allow the City to bid and construct the project. The site design will include the grading, walkways, stormwater mitigation, and any other aspects needed to accommodate the footprint of the new playground, splash pad, and other changes to park elements. In addition, the site design will accommodate park amenities, such as evaluation of park restroom capacity, replacement of foot bridge, and replacement of existing tennis courts.

While the site design needs to accommodate the new playground, pavilion, foot bridge, tennis courts and splash pad, the site design will include neither the selection nor the design of these features. The bidding contractors will be asked to provide their designs for the playground, splash pad, pavilion, foot bridge and tennis courts as part of their bid for the project, considering the space and budget available for those features.

All aspects of the design will have as much deference as possible to the Creve Coeur Park Master Plan.

The City's goal is to advertise the project for bids during the summer of 2024 and to complete the construction of the improvements by summer 2025.

Scope of Services

DTLS will provide the following services:

- 1. Project Management**
 - 1.1. One (1) Kick-off Meeting w/ Site Walk Through
 - 1.2. One (1) in-person status meeting
 - 1.3. Up to three (3) virtual meetings
 - 1.4. Internal project administration and management
- 2. Reconnaissance / Surveying - No DTLS services anticipated in this phase**
- 3. Schematic Design**
 - 3.1. Engage facilities or maintenance teams regarding design direction and level-of-care standards



- 3.2. Prepare schematic diagram(s) indicating locations of landscaped areas, tree plantings, bioretention areas, etc. (low maintenance / native plantings preferred)
- 3.3. Provide input on overall site layout, including but not limited to: walkway connections and potential site amenity locations
- 3.4. Prepare an order of magnitude landscape cost estimate
- 4. Preliminary Design (50%)**
 - 4.1. Prepare and label drawings as required to illustrate the design intent at a design development level:
 - Planting Plan(s)
 - Soils Plan(s)
 - Irrigation Plan (Areas to be Irrigated)
 - Planting and Soils Details and Schedules
 - 4.2. Coordinate Grading and Drainage Plans with Engineer
 - 4.3. Prepare draft specifications for applicable areas of work
 - 4.4. Prepare one (1) color rendered site plan
 - 4.5. Update the landscape cost estimate
- 5. Construction Documents**
 - 5.1. Prepare and label drawings suitable for constructing the proposed improvements, including:
 - Planting Plan(s)
 - Soils Plan(s)
 - Irrigation Plan (Areas to be Irrigated)
 - Planting and Soils Details and Schedules
 - 5.2. Coordinate Grading and Drainage Plans with Engineer
 - 5.3. Prepare construction specifications for applicable areas of work
 - 5.4. Update the landscape cost estimate
 - 5.5. Provide review and comment on performance specifications prepared by the Engineer for items including: play equipment, splash pad equipment, site amenities, furnishings, and pavilion structures
- 6. Bidding and Negotiation Support**
 - 6.1. Assist the Engineer with review of proposed equipment and items as they pertain to the performance specifications for items including: play equipment, splash pad equipment, site amenities, furnishings, and pavilion structures
- 7. Construction Review**
 - 7.1. Attend the pre-construction conference
 - 7.2. Perform one (1) tree-tagging visit to a nursery or grower (within 150 miles of St. Louis) to identify and reserve trees for use on the project
 - 7.3. Review and take appropriate action on shop drawings, submittals and substitution requests submitted for approval
 - 7.4. Perform up one (1) site visit to observe the work in progress; prepare field reports documenting onsite observations
 - 7.5. Evaluate the completed work to determine acceptance or non-acceptance based on conformity with the Construction Documents; prepare punchlist documentation based on on-site observations

Services Not Included

1. Meetings in excess of those identified in scope of services
2. Any conceptual changes resulting in increased complexity or changes in design requiring rework once the documentation process per phase has been completed
3. 3D models / Physical Models
4. Additional renderings not described above
5. LEED/SITES documentation or special studies
6. Value engineering work sessions
7. Regulatory submission and permitting process to authorities having jurisdiction (above and beyond what has been specified in the scope of services)



Services Not Included and to be Provided By Others as Necessary

1. Survey of site, structures, topography, utilities and building(s)
2. Remediation for contaminated and/or problematic soils
3. Arborist certified tree evaluation survey
4. Stormwater management calculations, sizing of structure and conveyance systems profiles
5. Site utilities
6. Constructed wetlands or any treatment system for wastewater treatment and reuse
7. Site plumbing and associated mechanical systems for ponds and wetlands
8. Site electrical, electrical design and documentation for lighting and other landscape components requiring power
9. Structural details for walls and footings over 36" in height and/or light poles

Compensation

DTLS shall be compensated for performing the services as described above on a lump sum basis according to the table below, plus project-related reimbursable expenses.

Stage	Fee
Project Management	\$2,875
Reconnaissance / Surveying	\$0
Schematic Design	\$3,580
Preliminary Design (50%)	\$9,110
Construction Documents	\$6,590
Bidding and Negotiation Support	\$1,200
Construction Review	\$3,880
Total	\$27,235

Additional Services

Additional Services are in addition to the basic scope of services and, when requested in writing by the Client, shall entitle DTLS to additional compensation. Additional Services will be provided on an hourly basis at the billing rates listed below or the current hourly rates prevailing when services are rendered.

DTLS 2023 Hourly Rate Schedule

Position	Rate
Principal	\$175
Landscape Architect 1	\$130
Landscape Architect 2	\$105
Landscape Designer 1	\$100
Landscape Designer 2	\$90



Project Schedule

The anticipated design schedule, excluding approvals and permitting is as follows:

Stage	Duration
Notice to Proceed	October 2023
Reconnaissance and Schematic Design	October 2023 - December 2023
Preliminary Plans and Estimate (50%)	January 2024
Construction Documents	February 2024 - May 2024
Bidding and Negotiation Support	Summer 2024
Construction Review	Summer 2024 - Summer 2025

Approval

Upon approval of this proposal and successful award of the project, it is understood that TWM, Inc. will issue a contract for the scope of work and fee described herein. We appreciate this opportunity and look forward to working with you on this project. Please call or email if you have any questions or comments.

DTLS, Inc.		TWM, Inc.	
Proposed by:		Approved by:	
			
Name:	Matt Snelling, Principal	Name:	
Date:	10/16/2023	Date:	

Ryan Cerniglia

From: Ryan Cerniglia
Sent: Thursday, September 14, 2023 8:17 AM
To: Ryan Cerniglia
Subject: FW: Venable Memorial Park (Creve Coeur) - Geotechnical Services

From: Weinhold, Joel <jweinhold@geotechnology.com>
Sent: Monday, September 11, 2023 4:43 PM
To: Ryan Cerniglia <rcerniglia@twm-inc.com>
Subject: RE: Venable Memorial Park (Creve Coeur) - Geotechnical Services

Hi Ryan,

If we eliminate the boring on the east side of the bridge but deepen the west bridge boring to 50 feet, I could drop the fee to \$9,500.

If we deepened both bridge borings to 50 feet, then I would increase the fee to \$10,400.

I don't have any extraordinary procedures to get to the east boring but it seems like we'd have to go through the yard of a residence off the Foxbrook Drive cul-de-sac. Are you aware of another way there?

Joel Weinhold
Geotechnology
314-997-7440

From: Ryan Cerniglia <rcerniglia@twm-inc.com>
Sent: Monday, September 11, 2023 11:37 AM
To: Weinhold, Joel <jweinhold@geotechnology.com>
Subject: RE: Venable Memorial Park (Creve Coeur) - Geotechnical Services

Thanks Joel. In checking in with our structural engineer, he provided the following comment. Will this change the fee you have already provided us?

Ryan,

My only comments would be the depth of the bridge borings and trying to make sure we get one on the east side if at all possible. Sounds like they may know the area pretty well, but 35' may not be deep enough to reach auger refusal on rock. We can discuss with them, but we may want to push this up to 50' or auger refusal on rock, whichever is shallower (it would be good to know where rock is). More than likely we will put this bridge on shallow spread foundations, but let's make sure we get the information we need to use driven piles to rock if for some reason bearing pressure or global stability is in issue. I agree we do not need a rock core.

Thanks,

From: Weinhold, Joel <jweinhold@geotechnology.com>
Sent: Friday, September 8, 2023 3:30 PM
To: Ryan Cerniglia <rcerniglia@twm-inc.com>

Cc: Hobbs, Pamela <phobbs@geotechnology.com>

Subject: RE: Venable Memorial Park (Creve Coeur) - Geotechnical Services

Hi Ryan,

Left you a message yesterday. I apologize for getting this estimate to you late.

For the scope you outlined below we estimate a fee of \$9800. The fee includes 2 parking lot cores and borings (5 foot deep each), 2 tennis court borings (10 feet deep each), and two bridge borings (35 feet deep each), field logging, lab testing, and engineering/reporting. That said, I think accessing the east side of the walking bridge could be an issue and we may be only able to drill on the park side. Eliminating a bridge boring will reduce the cost a bit. I also don't think you will need rock coring for the bridge borings. I can't imagine the walking bridge loads being all that high. We often support walking bridges on shallow spread foundations, but driven piles to rock will also work.

Might be good to have a quick call Monday and we can finalize the scope and fee.

Have a good weekend!

Joel Weinhold, PE*
Regional Manager



Geotechnology, LLC

11816 Lackland Road, Suite 150

St. Louis, Missouri 63146

P: 314-997-7440

C: 314-795-6130

F: 314-997-2067

E: jweinhold@geotechnology.com

geotechnology.com



Locations in: Missouri, Kentucky, Tennessee, Ohio, Kansas, Illinois, Mississippi and Arkansas

*Licensed in MO, IL, GA

From: Hobbs, Pamela <phobbs@geotechnology.com>

Sent: Friday, September 1, 2023 9:18 AM

To: Ryan Cerniglia <rcerniglia@twm-inc.com>

Cc: J.R. Landeck <jlandeck@twm-inc.com>

Subject: RE: Venable Memorial Park (Creve Coeur) - Geotechnical Services

Thanks for connecting, Ryan. I'm forwarding to our geotechnical group who will get you what you need. We've done quite a bit of work for Creve Coeur, so are familiar.

Thanks,

Pam

From: Ryan Cerniglia <rcerniglia@twm-inc.com>

Sent: Friday, September 1, 2023 9:12 AM

To: Hobbs, Pamela <phobbs@geotechnology.com>

Cc: J.R. Landeck <jlandeck@twm-inc.com>

Subject: Venable Memorial Park (Creve Coeur) - Geotechnical Services

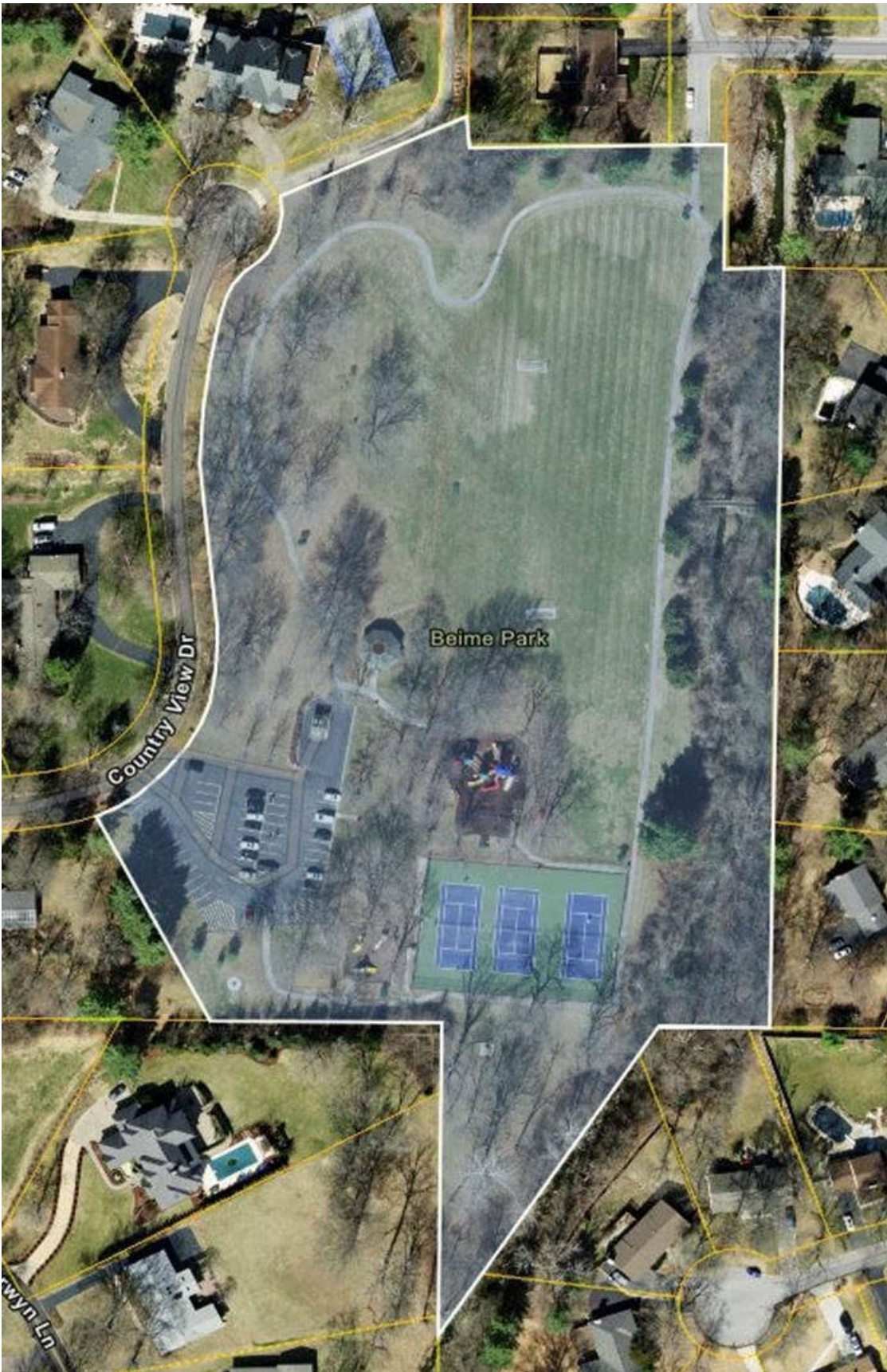
Hi Pam,

I tried calling your office but was disconnected. The City of Creve Coeur has asked TWM to prepare a scope and fee for renovations to their Venable Park. I have attached their master plan sketch for reference. We would like to see if Geotechnology would like to be our subconsultant for Geotechnical services. If so, we would be looking for you to provide us a fee estimate for the services listed below. Additionally, we would like to have this estimate by Thursday September 7th. Let us know your thoughts. Feel free to call me directly if you have any questions; I'm free all day. Thanks!

Services Requested:

1. Soil borings / pavement cores:
 - a. (2) pavement cores/borings in the existing parking lot as listed as # 3 in the master plan.
 - b. (2) soil borings just outside of / adjacent to the existing tennis courts (area #9)
2. Pedestrian Footbridge (area #14):
 - a. Anticipate (1) boring on each side of the existing creek – (2) total. Borings to be taken down to auger refusal on rock (if applicable) and do a rock core on at least one of them (if applicable).
 - b. Investigation to determine the bearing capacity and soil conditions. Include but not limited to elevation of borings (or coordinate w/ our survey group), location of groundwater, soil properties (blow counts, and cohesion values if cohesive-pocket pens are fine), lateral earth pressure parameters for active, at rest, and passive for both the short term (undrained) and long term (drained) conditions, recommendations for shallow foundations (allowable bearing pressure for the abutments), bearing capacity, global stability, geological integrity, etc. Foundations are anticipated to be driven piles to rock or potentially shell piles if rock is really deep and we will not need L-pile parameters.
 - c. Any other items that is necessary to complete the engineering design which rely on bearing capacity and subsurface soil conditions.
 - d. There is an existing footbridge at this location which will be removed and replaces. I have attached pictures for reference.
3. Geotechnical report with site recommendations
4. We are not anticipating any construction assistance at this time.

If there is anything you think we are missing, please let us know. FYI – It used to be called Beime Park but now Venable.



Ryan Cerniglia, PE
TWM Project Manager
314.241.6300 (o) or 314.655.7995 (d)

3701 South Lindbergh Blvd., Suite 100
St. Louis, MO 63127
<http://www.twm-inc.com>

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ENGINEERING & GEOSPATIAL SERVICES

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Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property, boundary, easement, right-of-way, and other special surveys or data that the Owner may have that would assist the Engineer with scope of services, that are not otherwise identified for inclusion within the project Scope of Services listed in Attachment A.
 - 2. Environmental assessments, audits, investigations, impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas, that are not included in the Scope of Services listed in Attachments A.
 - 3. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.
- E. Notify the property owners along the project for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

- F. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- G. Provide reviews, approvals, and permits from all authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- H. Place and pay for advertisement for Bids in appropriate publications.
- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Substantial Completion and final payment visits to the Project.
- L. For any non-standard products or methods specified by the Owner to be incorporated into the Work, provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- M. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- N. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- O. Perform or provide the following additional services: None.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation For Basic Services – Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. A Lump Sum amount of **\$214,270.00** based on the following estimated distribution of compensation:

a. Project Management Phase	<u>\$12,493.00</u>
b. Reconnaissance / Surveying Phase	<u>\$31,705.00</u>
c. Schematic Design Phase	<u>\$12,621.00</u>
d. Preliminary Design Phase (50%)	<u>\$40,505.00</u>
e. Construction Document Phase (85% & 100%)	<u>\$64,719.00</u>
f. Construction Administration Phase	<u>\$14,412.00</u>
g. Other Direct Costs (Subs. & Mileage)	<u>\$37,815.00</u>

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.

3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

4. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period.

B. *Period of Service:* The compensation amount stipulated herewithin is conditioned on a period of service not exceeding 12 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Exhibit A, except for services as a consultant or witness, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
2. The Standard Hourly Rates Schedule will be adjusted annually (Generally as of January 1st of each year) to reflect equitable changes in the compensation payable to Engineer.

B. *Other Provisions Concerning Payment For Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.15.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

EXHIBIT C - ESTIMATE OF COST				
Venable Memorial Park - Site Improvements				
<u>I. Project Management Phase</u>		<u>Rate</u>	<u>Hours</u>	<u>Cost</u>
Civil	Principal, QA/QC	\$221.00	11	\$2,431.00
	Project Manager III	\$164.00	13	\$2,132.00
	Project Engineer II	\$149.00	20	\$2,980.00
	Engineer I	\$114.00	0	\$0.00
Structural	Engineer I	\$114.00	4	\$456.00
	Structural Engineer II	\$163.00	16	\$2,608.00
	Structural Engineer IV	\$184.00	8	\$1,472.00
Surveying	Survey Project Manager	\$138.00	3	\$414.00
	Survey Crew Coordinator (Surveyor 2)	\$131.00	0	\$0.00
	3D Survey Technician	\$162.00	0	\$0.00
	Survey Technician (Tech 3)	\$91.00	0	\$0.00
	2P Survey Crew	\$200.00	0	\$0.00
	2P Sur Crew w/Robotics-GPS	\$212.00	0	\$0.00
	Aerial LiDAR Equipment	\$2,500.00	0	\$0.00
SUB-TOTAL				\$12,493.00
<u>II. Reconnaissance / Surveying Phase</u>		<u>Rate</u>	<u>Hours</u>	<u>Cost</u>
Civil	Principal, QA/QC	\$221.00	0	\$0.00
	Project Manager III	\$164.00	0	\$0.00
	Project Engineer II	\$149.00	2	\$298.00
	Engineer I	\$114.00	1	\$114.00
Structural	Engineer I	\$114.00	0	\$0.00
	Structural Engineer II	\$163.00	2	\$326.00
	Structural Engineer IV	\$184.00	0	\$0.00
Surveying	Survey Project Manager	\$138.00	10	\$1,380.00
	Survey Crew Coordinator (Surveyor 2)	\$131.00	10	\$1,310.00
	#REF! 3D Survey Technician	\$162.00	35	\$5,670.00
	Survey Technician (Tech 3)	\$91.00	17	\$1,547.00
	2P Survey Crew	\$200.00	8	\$1,600.00
	2P Sur Crew w/Robotics-GPS	\$212.00	80	\$16,960.00
	Aerial LiDAR Equipment	\$2,500.00	1	\$2,500.00
SUB-TOTAL				\$31,705.00
<u>III. Schematic Design Phase</u>		<u>Rate</u>	<u>Hours</u>	<u>Cost</u>
Civil	Principal, QA/QC	\$221.00	0	\$0.00
	Project Manager III	\$164.00	8	\$1,312.00
	Project Engineer II	\$149.00	42	\$6,258.00
	Engineer I	\$114.00	8	\$912.00
Structural	Engineer I	\$114.00	12	\$1,368.00
	Structural Engineer II	\$163.00	17	\$2,771.00
	Structural Engineer IV	\$184.00	0	\$0.00
Surveying	Survey Project Manager	\$138.00	0	\$0.00
	Survey Crew Coordinator (Surveyor 2)	\$131.00	0	\$0.00
	3D Survey Technician	\$162.00	0	\$0.00
	Survey Technician (Tech 3)	\$91.00	0	\$0.00
	2P Survey Crew	\$200.00	0	\$0.00
	2P Sur Crew w/Robotics-GPS	\$212.00	0	\$0.00
	Aerial LiDAR Equipment	\$2,500.00	0	\$0.00
SUB-TOTAL				\$12,621.00

EXHIBIT C - ESTIMATE OF COST				
Venable Memorial Park - Site Improvements				
IV. Preliminary Design Phase (50%)		Rate	Hours	Cost
Civil	Principal, QA/QC	\$221.00	0	\$0.00
	Project Manager III	\$164.00	18	\$2,952.00
	Project Engineer II	\$149.00	105	\$15,645.00
	Engineer I	\$114.00	88	\$10,032.00
Structural	Engineer I	\$114.00	56	\$6,384.00
	Structural Engineer II	\$163.00	32	\$5,216.00
	Structural Engineer IV	\$184.00	0	\$0.00
Surveying	Survey Project Manager	\$138.00	2	\$276.00
	Survey Crew Coordinator (Surveyor 2)	\$131.00	0	\$0.00
	3D Survey Technician	\$162.00	0	\$0.00
	Survey Technician (Tech 3)	\$91.00	0	\$0.00
	2P Survey Crew	\$200.00	0	\$0.00
	2P Sur Crew w/Robotics-GPS	\$212.00	0	\$0.00
	Aerial LiDAR Equipment	\$2,500.00	0	\$0.00
SUB-TOTAL				\$40,505.00
V. Construction Document Phase (85% & 100%)		Rate	Hours	Cost
Civil	Principal, QA/QC	\$221.00	0	\$0.00
	Project Manager III	\$164.00	37.5	\$6,150.00
	Project Engineer II	\$149.00	203	\$30,247.00
	Engineer I	\$114.00	106	\$12,084.00
Structural	Engineer I	\$114.00	64	\$7,296.00
	Structural Engineer II	\$163.00	40	\$6,520.00
	Structural Engineer IV	\$184.00	0	\$0.00
Surveying	Survey Project Manager	\$138.00	7	\$966.00
	Survey Crew Coordinator (Surveyor 2)	\$131.00	0	\$0.00
	3D Survey Technician	\$162.00	0	\$0.00
	Survey Technician (Tech 3)	\$91.00	16	\$1,456.00
	2P Survey Crew	\$200.00	0	\$0.00
	2P Sur Crew w/Robotics-GPS	\$212.00	0	\$0.00
	Aerial LiDAR Equipment	\$2,500.00	0	\$0.00
SUB-TOTAL				\$64,719.00
VI. Construction Administration Phase		Rate	Hours	Cost
Civil	Principal, QA/QC	\$221.00	0	\$0.00
	Project Manager III	\$164.00	20	\$3,280.00
	Project Engineer II	\$149.00	32	\$4,768.00
	Engineer I	\$114.00	0	\$0.00
Structural	Engineer I	\$114.00	24	\$2,736.00
	Structural Engineer II	\$163.00	20	\$3,260.00
	Structural Engineer IV	\$184.00	2	\$368.00
Surveying	Survey Project Manager	\$138.00	0	\$0.00
	Survey Crew Coordinator (Surveyor 2)	\$131.00	0	\$0.00
	3D Survey Technician	\$162.00	0	\$0.00
	Survey Technician (Tech 3)	\$91.00	0	\$0.00
	2P Survey Crew	\$200.00	0	\$0.00
	2P Sur Crew w/Robotics-GPS	\$212.00	0	\$0.00
	Aerial LiDAR Equipment	\$2,500.00	0	\$0.00
SUB-TOTAL				\$14,412.00
TWM Sub-Total		1,201	hrs	\$176,455.00
Other Direct Costs				
Mileage: 140 miles		Rate = \$	0.565	\$ 80.00
Subconsultant: <u>Landscape Architect - DTLs</u>		(Attached Proposal)		\$ 27,235.00
Subconsultant: <u>Geotechnical Engineer - Geotechnology</u>		(Attached Proposal)		\$ 10,500.00
Printing, Postage, and Copies			Added above	
Direct Cost and Subconsultant Subtotal				\$37,815.00
TOTAL FOR DESIGN AND CONSTRUCTION ADMIN.				\$214,270.00

Engineering Estimate of Staff Time



Local Agency: City of Creve Coeur
 Project: Venable Memorial Park-Site Improvements
 Location: Venable Memorial Park
 TWM Project No. : 230994

EXHIBIT C: TWM Staff Time Estimate

Basic Scope of Engineering Services	Estimated Sheet Count	Principal, QA/QC	Hours by Classification													Total Cost Per Task	Total Hours
			Engineering Personnel			Structural Personnel			Survey Personnel								
			Project Manager III	Project Engineer II	Engineer I	Engineer I	Structural Engineer II	Structural Engineer IV	Survey Project Manager	Survey Crew Coordinator (Surveyor 2)	3D Survey Technician	Survey Technician (Tech 3)	2P Survey Crew	2P Sur Crew w/Robotics-GPS	Aerial LIDAR Equipment		
I. Project Management Phase		11	13	20	0	4	16	8	3	0	0	0	0	0	0	75	
1. Client Progress Meetings (3 Meetings @ 2 Hour Each) plus travel			6	6			2									\$2,204.00	
2. Internal Coordination (3 Meetings @ 1 Hour Each)			3	3		2	4									\$1,819.00	
3. Coordination w/ Consultants (Geotech & Landscaping)			1	6		2	8									\$2,590.00	
4. Client Coordination (Zoom, emails, phone calls)			2	4			2									\$1,250.00	
5. Quality Control Plan (QA/QC)																	
i. Reconnaissance Surveying Phase			1	1					3							\$727.00	
ii. Schematic Design Phase		3						2								\$663.00	
iii. Preliminary Phase		3														\$1,031.00	
iv. Construction Document Phase		5						6								\$2,209.00	
Phase I: Sub-Total =		\$2,431.00	\$2,132.00	\$2,980.00	\$0.00	\$456.00	\$2,608.00	\$1,472.00	\$414.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,493.00	\$12,493.00
II. Reconnaissance / Surveying Phase		0	0	2	1	0	2	0	10	10	35	17	8	80	1	166	
Surveying Services																	
1. Establish Control Network																	
i. Setup Horizontal & Vertical Control Network										1				10		\$2,251.00	
2. Topographic Survey																	
i. Aerial LIDAR Data Collection										1			8		1	\$4,231.00	
ii. Conventional Data Collection										3				30		\$6,753.00	
iii. Project coordination and scheduling									4							\$552.00	
iv. Data reduction, registration and cleanup										2	35	12				\$7,024.00	
v. Missouri One-Call Coordination										1						\$131.00	
3. Boundary Survey									6	1		4		20		\$5,563.00	
4. Hydraulic Survey							2			1		1		20		\$4,788.00	
5. Utility Coordination and Research				2	1											\$412.00	
Phase II: Sub-Total =		\$0.00	\$0.00	\$298.00	\$114.00	\$0.00	\$326.00	\$0.00	\$1,380.00	\$1,310.00	\$5,670.00	\$1,547.00	\$1,600.00	\$16,960.00	\$2,500.00	\$31,705.00	\$31,705.00
III. Schematic Design Phase		0	8	42	8	12	17	0	0	0	0	0	0	0	0	87	
1. Kick-off Meeting			2	2			5									\$1,441.00	
2. Site Visit and Walk Through			2	2			2									\$952.00	
3. Conceptual Layouts & Exhibit Creation			3	30	8		8									\$8,090.00	
4. Engineer's Estimate of Probable Cost			1	8		4	2									\$2,138.00	
Phase III: Sub-Total =	0	\$0.00	\$1,312.00	\$6,258.00	\$912.00	\$1,368.00	\$2,771.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,621.00	\$12,621.00
IV. Preliminary Design Phase (50%)		0	18	105	88	56	32	0	2	0	0	0	0	0	0	301	
1. Public Involvement								N/A - Excluded from Scope									
2. Hydraulic Analysis and Design							4										
i. Civil & Structural Coordination & Review			2	2												\$1,278.00	
ii. HEC-RAS Analysis (Existing Conditions)				5	10											\$1,885.00	
iii. HEC-RAC Analysis (Proposed Conditions)				5	8											\$1,657.00	
iv. Hydraulic Report				6	14											\$2,490.00	
3. Technical Design & Plan Documents																	
i. Title Sheet	1			1	3											\$491.00	
ii. General Notes	1			1	3											\$491.00	
iii. Existing Conditions & Demolition Plan	1		1	2	3											\$804.00	
iv. Site Geometrics with Utilities	2		3	10	8											\$2,894.00	
v. Grading & Erosion Control Plan	2		1	14	2											\$2,478.00	
vi. Construction Details	3		1	2	4											\$918.00	
vii. CAD Model Creation & updating Survey Files				2	8											\$298.00	
viii. Preliminary Stormwater & Storm Sewer Calcs			2	16												\$3,624.00	
ix. Evaluation of Restrooms			3	6												\$1,386.00	
4. Bridge Replacement Design	4					52	26									\$10,166.00	
i. Civil Coordination			1	2												\$462.00	
5. Engineer's Estimate of Probable Cost			1	5		4	2									\$1,691.00	
6. Permitting - Initial Coordination																	
i. Creve Coeur Land Disturbance & General Permits			0.5	4	2											\$906.00	
ii. MSD Construction Permit			0.5	2	2											\$608.00	
iii. Creve Coeur Floodplain Development Permit				2	2											\$526.00	
iv. MSD Floodplain Development Permit				8	4											\$1,548.00	
v. USACOE - 404 Permit			1						2							\$1,352.00	
vi. No Rise Certificate				4	2											\$824.00	
7. Response to Comments & Resubmit			0.5	4	5											\$1,248.00	
8. Listing of JSP Items			0.5	2												\$380.00	
Phase IV: Sub-Total =	14	\$0.00	\$2,952.00	\$15,645.00	\$10,032.00	\$6,384.00	\$5,216.00	\$0.00	\$276.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,505.00	\$40,505.00

EXHIBIT C: TWM Staff Time Estimate

Basic Scope of Engineering Services	Hours by Classification															Total Cost Per Task	Total Hours	
	Estimated Sheet Count	Principal, QA/QC	Engineering Personnel			Structural Personnel			Survey Personnel						Aerial LIDAR Equipment			
			Project Manager III	Project Engineer II	Engineer I	Engineer I	Structural Engineer II	Structural Engineer IV	Survey Project Manager	Survey Crew Coordinator (Surveyor 2)	3D Survey Technician	Survey Technician (Tech 3)	2P Survey Crew	2P Sur Crew w/Robotics-GPS				
V. Construction Document Phase (85% & 100%)		0	37.5	203	106	64	40	0	7	0	0	16	0	0	0		473.5	
1. Technical Design & Plan Documents																		
i. Title Sheet	1			0.5	1												\$188.50	
ii. General Notes	1			1	1												\$263.00	
iii. Existing Conditions & Demolition Plan	1			1	1												\$263.00	
iv. Site Geometrics Plan	2		2	8	8												\$2,432.00	
v. Grading & Erosion Control Plan	2		2	12	5												\$2,686.00	
vi. Spot Elevation Plan	4		1	5	18												\$2,961.00	
vii. Utility Plan & Profiles	3		2	20	12												\$4,676.00	
viii. Erosion Control Details	1			0.5	4												\$530.50	
ix. Construction Details	4			1	8												\$1,061.00	
x. Drainage Area Map (Pre & Post)	2			8													\$1,192.00	
xi. BMP Details	1		1	2													\$462.00	
xii. BMP Cross Sections	2		2	16	4												\$3,168.00	
xiii. BMP Drainage Area Map	1		1	8	4												\$1,812.00	
xiv. Bridge Plan & Profile	1		1	10	2												\$1,882.00	
xv. Bridge Cross Sections	2		1	10													\$1,654.00	
xvi. Assembly of Landscape Documents & QA their Set				2													\$298.00	
xvii. Irrigation Design and Coordination by TWM			1	6													\$1,058.00	
2. MSD Stormwater Report																		
i. Storm Sewer Calculations (spreadsheet & StormCAD)			1	6	8												\$1,970.00	
ii. BMP Calculations (spreadsheet)			2	8													\$1,520.00	
iii. Document Preparation			1	6	3												\$1,400.00	
3. MSD Operations & Maintenance Report																		
i. Document Preparation			1	5	3												\$1,251.00	
4. MSD / BMP Maintenance Agreements																		
i. Coordination w/ Survey & Owner's Signatures			1	2									6				\$462.00	
ii. Two (2) MSD BMP Exhibit Drawings									2								\$822.00	
5. Bridge Replacement Design & Drawings	8					58	30										\$11,502.00	
6. Job Special Provisions																		
i. JSPs & Update per milestones			8	18	8	4	8										\$6,666.00	
ii. QA/QC Revisions			2	2													\$626.00	
7. Engineer's Estimate of Probable Cost (2 milestones)			2	4		2	2										\$1,478.00	
8. Permitting - Coordination																		
i. USACOE			0.5	4	2												\$906.00	
ii. MSD Construction Permit			0.5	10													\$1,572.00	
iii. MSD Floodplain Development Permit			0.5	2	6												\$1,064.00	
iv. Creve Coeur Floodplain Development Permit			0.5	2	4												\$836.00	
v. Creve Coeur Bldg & Land Development Permit				4													\$596.00	
vi. FEMA No Rise Certificate				2					2								\$574.00	
9. Easement Documents																		
i. Preparation of 2 TCE Easement Documents			0.5	2					3			10					\$1,704.00	
10. Response to Comments																	\$0.00	
i. Creve Coeur revisions			1	5													\$909.00	
ii. MSD Revisions			2	10	4												\$2,274.00	
Phase V: Sub-Total =	36	\$0.00	\$6,150.00	\$30,247.00	\$12,084.00	\$7,296.00	\$6,520.00	\$0.00	\$966.00	\$0.00	\$0.00	\$1,456.00	\$0.00	\$0.00	\$0.00	\$64,719.00	\$64,719.00	
VI. Construction Administration Phase		0	20	32	0	24	20	2	0	0	0	0	0	0	0		98	
1. Project Management			4	4													\$1,252.00	
2. Bidding Phase																		
i. Pre-Bid Meeting			3	3													\$939.00	
ii. Addenda, clarification or RFI's			4	8													\$1,848.00	
iii. Review Bids, bid tabulation & recommendations			2	2													\$626.00	
3. Pre-Construction Meeting			3	3													\$939.00	
4. Shop Drawing & RFI's			4	12		24	20	2									\$8,808.00	
Phase VI: Sub-Total =		\$0.00	\$3,280.00	\$4,768.00	\$0.00	\$2,736.00	\$3,260.00	\$368.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,412.00	\$14,412.00	
Total Hours	11	97	404	203	160	127	10	22	10	35	33	8	80	1	1,201	1,201		
Hourly Rate (See Schedule of Fees)		\$221.00	\$164.00	\$149.00	\$114.00	\$114.00	\$163.00	\$184.00	\$138.00	\$131.00	\$162.00	\$91.00	\$200.00	\$212.00	\$2,500.00			
Total Classification Cost		\$2,431.00	\$15,826.00	\$60,196.00	\$23,142.00	\$18,240.00	\$20,701.00	\$1,840.00	\$3,036.00	\$1,310.00	\$5,670.00	\$3,003.00	\$1,600.00	\$16,960.00	\$2,500.00	\$176,455.00	\$176,455.00	
TOTAL PROJECT ENGINEERING FEE BUDGET (SALARY)																	\$176,455.00	\$176,455.00

This is **Appendix 2 to EXHIBIT C**, consisting of 6 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated October 18, 2023.

Standard Hourly Rates Schedule

A. Standard Hourly Rates:

1. TWM's Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. Schedule:

TWM Hourly rates for services performed on or after the date of the Agreement are included in Attachment C – TWM Class II Schedule of Fees (2023).

DTLS Hourly rates for services performed on or after the date of the Agreement are as follows:

DTLS 2023 Hourly Rate Schedule

Position	Rate
Principal	\$175
Landscape Architect 1	\$130
Landscape Architect 2	\$105
Landscape Designer 1	\$100
Landscape Designer 2	\$90

Geotechnology's Hourly rates for services performed on or after the date of the Agreement are provided within Appendix 2 to this Exhibit C.



Appendix 2 - Exhibit C
Venable Memorial Park - Site Design

THOUVENOT, WADE & MOERCHEN, INC.
SCHEDULE OF FEES

Principal	\$221.00
Senior Engineer	\$183.00
Senior Project Manager	\$183.00
Project Engineer V	\$181.00
Project Engineer IV	\$178.00
Project Engineer III	\$156.00
Project Engineer II	\$149.00
Project Engineer I	\$144.00
Project Manager IV	\$177.00
Project Manager III	\$164.00
Project Manager II	\$148.00
Project Manager I	\$134.00
Senior Structural Engineer	\$194.00
Structural Engineer V	\$192.00
Structural Engineer IV	\$184.00
Structural Engineer III	\$175.00
Structural Engineer II	\$163.00
Structural Engineer I	\$153.00
Survey Crew (3 person crew)	\$257.00
Survey Crew (2 person crew)	\$200.00
Survey Crew (2 person crew w/Robotics or GPS)	\$212.00
Survey Crew (1 person w/Robotics or GPS)	\$152.00
Survey Crew (2 person w/3D Scanner)	\$272.00
Survey Crew (1 person w/3D Scanner)	\$211.00
Engineer III	\$126.00
Engineer II	\$122.00
Engineer I	\$114.00
Surveyor V	\$183.00
Surveyor IV	\$167.00
Surveyor III	\$149.00
Surveyor II	\$131.00
Surveyor I	\$115.00
3D Scanning Technician	\$162.00
Technician VI	\$114.00
Technician V	\$107.00
Technician IV	\$98.00
Technician III	\$91.00
Technician II	\$88.00
Technician I	\$81.00
Jr. Technician	\$56.00
IT Manager	\$148.00
Systems Administrator	\$127.00
Cad Manager	\$127.00
Cad Designer III	\$117.00
Cad Designer II	\$109.00
Cad Designer I	\$90.00
Accountant III	\$133.00
Accountant II	\$111.00
Accountant I	\$96.00
Word Processing	\$84.00
Air & Vacuum Testing 2 Technicians w/ Equipment	\$226.00
Live Sewer Testing	\$291.00
Mandrel Testing 2 Technicians w/ Equipment	\$208.00
Live Sewer Testing	\$273.00
Video Testing 1 Technician w/ Equipment	\$242.00
2 Technicians w/Equipment	\$330.00
Outside Services (Consultants, Delivery Service, Express Mail, etc.)	At Cost plus 15%
Commercial Travel, Meals, Lodging & Other Expenses	At Cost
4 X 4 Polaris (per Day)	\$78.00
Travel (Non local) per Mile at current GSA rate.	

2023 FEE SCHEDULE – ST. LOUIS/FAIRVIEW HEIGHTS

TERMS: Services are provided in accordance with Geotechnology's Terms. A signed copy of the Terms must be on file with Geotechnology prior to performance of services and will apply to all services on all projects until such time as the Terms are reissued or withdrawn. Rates given on this Fee Schedule are for work performed through the 2023 calendar year. For work performed beyond calendar year 2023, rates in effect at that time will apply. **Time and mileage charges are portal to portal. Overtime rates for each category will be invoiced at 1.5 times the hourly rates listed. Overtime will be charged for each hour in excess of 8 hours per day on weekdays and each hour worked on weekends and holidays. A shift differential of 20% will be applied to all second and third shift work. Second and third shift work is defined when an employee logs at least 4 hours after 6 pm or at least 4 hours before 7 am. A minimum of 8 hours per shift will be charged per employee for all second and third shift work. The minimum project charge will be \$500. Either Visa or Mastercard credit card (plus 2% processing fee) or company check may be used to purchase services offered by Geotechnology for project charges up to a maximum of \$2,000, and is required when purchasing less than \$1,000 in services.**

FIELD SERVICES & SPECIAL INSPECTIONS

	<u>Hourly Rates*</u>
Soils, Concrete, Asphalt, Masonry	\$60.00
Shallow Foundation Subgrade Observation, Floor Flatness, Waterproofing, Wood Framing	\$70.00
Fireproofing, Reinforcing Steel, PT Stressing, EFIS, Roofing	\$80.00
Deep Foundation Observation	\$100.00
Structural Steel Inspection, AWS Certified Welding Inspector	\$116.00
Load Testing, Field Safety Specialist	\$116.00
Welding Procedure Qualification and Performance	Request Quote

OFFICE / PROFESSIONAL SERVICES

Engineer/Geologist/Scientist	\$88.00 to \$122.00
Project Engineer/Geologist/Scientist	\$110.00 to \$126.00
Senior Engineer/Geologist/Scientist	\$121.00 to \$152.00
Project Manager	\$142.00 to \$173.00
Principal Engineer	\$200.00 to \$221.00
Associate, Senior Project Manager	\$184.00 to \$210.00
Principal, Group Manager, Office Manager	\$152.00 to \$179.00
Senior Consultant	\$210.00 to \$226.00
CADD Operator	\$90.00 to \$105.00
Project Administrator/Word Processor	\$63.00 to \$69.00

*Fees for services are based on the number of hours expended on project, including travel; by professional, technical, and clerical personnel. For emergency services, expert witness, and litigation, rates will be 50 percent greater. All rates include cost of general health and safety training and monitoring for technical personnel.

Reimbursable Expenses. Expenses other than salary costs that are directly attributable to our professional services are invoiced at our cost plus 10 percent. Mileage for travel to and from projects will be invoiced at either \$1.00/mile, the applicable vehicle trip charge, or daily rates used where appropriate.

Equipment Charges. Charges for equipment used on a project will be based on our standard unit rates. A copy of our standard unit rates for equipment is available upon request.

Laboratory Services. Laboratory testing will be invoiced based on our standard unit prices. A copy of our standard unit prices for laboratory testing services is available upon request. Environmental analytical testing will be subcontracted and invoiced as a reimbursable expense.

2023 SCHEDULE OF FIELD & LABORATORY SERVICES AND FEES

CONSTRUCTION MATERIALS TESTING

ST. LOUIS AND FAIRVIEW HEIGHTS

TERMS: Services are provided in accordance with Terms for Geotechnology's Services. A signed copy of the Terms must be on file with Geotechnology prior to performance of services and will apply to all services on all projects until such time as the Terms are reissued or withdrawn. Rates given on this Fee Schedule are for work performed through the 2023 calendar year. For work performed beyond calendar year 2023, rates in effect at that time will apply. **Time and mileage charges are portal to portal. The minimum project charge will be \$500. Either Visa or Mastercard credit card (plus 2% processing fee) or company check may be used to purchase services offered by Geotechnology for project charges up to a maximum of \$2,000 and is required when purchasing less than \$1,000 in services.**

Vehicle Trip Charges

Based on distance from our office to project site.

Zone 1 – 0 to 5 miles (minimum charge)	\$14.00 per trip
Zone 2 – 6 to 10 miles	\$24.00 per trip
Zone 3 – 11 to 15 miles	\$34.00 per trip
Zone 4 – 16 to 20 miles	\$44.00 per trip
Zone 5 – 21 to 25 miles	\$54.00 per trip
Zone 6 – 26 to 30 miles	\$64.00 per trip
Zone 7 – 31 miles or greater	\$1.00 per mile
Full day on project site	\$71.00 per day

Equipment Charges

Concrete Coring (diamond bit charge)	\$9.00 per inch
Coring Equipment	\$142.00 per day
Equipment, per unit (Nuclear Gauge)	\$44.00 per day
NDT Equipment, per unit	\$88.00 per day
Roof Anchor Load Testing, Other Load Testing, Crane/Rigging Inspection	Request quote
Dynamic Cone Penetrometer or Floor Profiling Machine	\$137.00 per day
Sand Cone Surcharge	\$25.00 per test
Curebox	\$12.00 per day
Curebox Heating and Cooling Supplies	\$12.00 per day

Concrete Scanning to Evaluate Reinforcing Steel Configuration

Concrete Scanning with Hilti PS-1000 and one operator, within St. Louis Metropolitan Area	\$1,650.00 per day
Concrete Scanning with Hilti PS-1000 and one operator, within St. Louis Metropolitan Area	\$1,150.00 per half day
Hilti PS-200 magnetic induction device	\$275.00 per day

LABORATORY SERVICES

FEES: Laboratory testing services are conducted in general accordance with the referenced standard unless requested otherwise. Laboratory testing prices include electronic delivery, and may include data reduction and plotting. Unless indicated in our proposal, additional charges are applicable for sample storage, materials that required unusual sample handling, or non-standard reporting.

Aggregate Quality Tests (Concrete and Asphalt)

Soundness Test (5 Cycle) – ASTM C 88	\$402.00 each
Washed Gradation – ASTM C 136 & ASTM C 117	\$93.00 each
Specific Gravity & Absorption (CA) – ASTM C 127 or C 128	\$83.00 each
Specific Gravity & Absorption (FA) – ASTM C 127 or C 128	\$132.00 each
Bulk Density ("Unit Weight") and Voids in Aggregate ASTM C29	\$75.00 each
Clay Lumps and Friable Particles - ASTM C142	\$188.00 each
Deleterious Substances – MoDOT TM71	\$259.00 each
Los Angeles Abrasion – ASTM C 131	\$402.00 each
Minus No. 200 Sieve – ASTM C 117	\$66.00 each
Organic Impurities – ASTM C 40	\$88.00 each
Freeze/Thaw	\$551.00 each
Large Stone Surcharge (1-1/2-inch aggregate or greater)	\$221.00 each

Asphaltic Concrete Laboratory Tests

Asphaltic Core Density, and Thickness	\$44.00 per sample
Lab Sample/Asphalt Concrete Density, Stability, and Flow Tests – ASTM D 2726 and D 1559	\$402.00 per set of three
Asphalt Content and Gradation	\$370.00 each
Maximum Theoretical Specific Gravity	\$110.00 each

Concrete Laboratory Tests

Laboratory Trial Batch Method -	
Includes specific gravities, gradations and six (6) proof cylinders	\$921.00 each*
Without specific gravities and gradation	\$441.00 each*
Laboratory Trial Batch by 3-Point Water/Cement Method	\$1,489.00 each*
Field Trial Batch Method	Request quote
Time of Set	\$386.00 each
Shrinkage (Set of 3 Beams)	\$402.00 each

*Gradation, Specific Gravity and Absorption values must be provided for each aggregate fraction used in mix design if quality of aggregate tests are not requested.

Concrete Strength Tests

Concrete Cylinders 4x8 (cast by Geotechnology) includes mold – ASTM C 39	\$16.00 each
Concrete Cylinders 6x12 (cast by Geotechnology) includes mold – ASTM C 39	\$27.00 each
Concrete Cylinders (cast by others and delivered to Geotechnology)* – ASTM C 39	\$40.00 each
*Cylinders cast by others that must be cut or capped to meet ASTM C-39	\$22.00 each
Concrete Cores – ASTM C 42	\$75.00 each
Concrete Beams – ASTM C 78	\$58.00 each
Lap Grinding Ends of Cylinders (applies to high-strength cylinders)	\$25.00 per cylinder

Note: Unit prices for strength tests are based on test results being electronically delivered through our GeoField system. Paper copies of reports will not be provided. Spares are automatically discarded if the 28-day tests are acceptable, unless we are instructed otherwise in writing.

Masonry/Mortar/Grout Tests

Mortar or Grout Cubes/Cylinders – ASTM C 780	\$17.00 each
2-Course Masonry Unit Prism Test (prepared by contractor) – ASTM C 1314	
Single Cell	\$171.00 each
Full Size	\$348.00 each
Grout Prism – ASTM C 1019	\$66.00 each
Grout Prism (box mold)	\$66.00 each
Unit prices for face brick and concrete masonry unit tests	Request quote

Soils Laboratory Tests

Atterberg Limits – ASTM D 4318	
One-point method	\$66.00 each
Three-point method	\$105.00 each
Specific Gravity – ASTM D 854	\$93.00 each
Moisture Content – ASTM D 2216	\$7.00 each
Organic Content – ASTM D 2974	\$44.00 each
Resistivity – ASTM G 57	\$225.00 each
pH Value – ASTM D 4927	\$39.00 each
Chloride Ion (powder)	\$83.00 each
Chloride Ion (core)	\$138.00 each
Shrinkage Limit – ASTM D 427	\$176.00 each
Crumb Dispersion – ASTM D 6572	\$39.00 each
Visual Classification – ASTM D 2488 (Applies only to samples with no other testing)	\$28.00 each
pH Lime Series	\$225.00 each

Particle Size Distribution – ASTM D 422

Sieve analysis through #200 sieve – ASTM D 6913	\$88.00 each
Hydrometer test – ASTM D 422	\$88.00 each
Hydrometer and sieve analysis - ASTM D 422	\$176.00 each
Hydrometer test – ASTM D 7928	\$116.00 each
Hydrometer and sieve analysis - ASTM D 7928	\$198.00 each
Percent passing No. 200 sieve only – ASTM D 1140	\$61.00 each

Natural Density or Unit Weight

Dry unit weight from Shelby or drive tube.	\$34.00 each
Dry unit weight of irregular shaped specimen (waxed method)	\$110.00 each
Extrusion of Shelby tube to recycle tube	\$20.00 each
Samples waxed for extended storage	\$27.00 each

Laboratory Compaction Tests

Standard Proctor	
Soil – ASTM D 698	\$280.00 each
Rock – ASTM D 698	\$350.00 each
Modified Proctor	
Soil – ASTM D 1557	\$305.00 each
Rock – ASTM D 1557	\$380.00 each
Admixture Surcharge	\$49.00 each
Oversize Correction Factor	\$221.00 each

Triaxial Compression Tests (*All Triaxial tests include moisture content & density determination)

Unconfined Compression (Uc) with stress vs. strain plot - ASTM D2166	\$88.00 each
Unconsolidated-Undrained (UU) - ASTM D 2850	\$116.00 each
Consolidated-Undrained (CU) per specimen - ASTM D 4767	\$331.00 each
Consolidated-Drained (CD) per specimen - EM 1110-2-1906	\$331.00 each
Multiple stage tests: per additional stage	\$138.00 each

Note: Includes Mohr circles and stress vs. strain or P-Q plots. CU and CD tests are back pressure saturated to 0.95.

Hydraulic Conductivity (Permeability) Test

Hydraulic Conductivity up to 3 days in a cell – ASTM D 5084	\$276.00 each
Remolded sample, additional	\$71.00 each

Consolidation Test

Incremental – ASTM D 2435 with 8 load & 3 unload increments and e-log P plot	\$392.00 each
Incremental – ASTM D 2435 with Burmeister loop and e-log plot	\$497.00 each
Computer Plot of deformation vs. log of time or vs. square root of time	\$27.00 each
Computer Plot of deformation vs. log of time or vs. square root of time	\$188.00 each
Additional load or unload increment	\$23.00 each

Note: Maximum pressure is 20 tsf.

Swell and Swell Pressure Tests – ASTM D 4546

Free Swell-Method B – single specimen	\$166.00 each
Swell pressure-Method C – Free swell with swell pressures	\$287.00 each
Free Swell-Methods A – 4 specimens at different stresses	\$166.00 each

California Bearing Ratio - ASTM D 1883

One point at specified density and moisture	\$225.00 each
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Rock Testing

Unconfined Compression (Uc) – ASTM D 7012 Method C (peak only)	\$71.00 each
Unconfined Compression (Uc) – ASTM D 7012 Method C with plot	\$100.00 each
Preparation of NX rock core – ASTM D 4543 includes cutting & grinding	\$66.00 each
Point load – ASTM D 5731	\$71.00 each
Rock core density	\$66.00 each

***[Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
Intentionally Omitted – Reserved – This Page Left Blank Intentionally.]***

***[Exhibit E, Notice of Acceptability of Work.
Intentionally Omitted – Reserved – This Page Left Blank Intentionally.]***

*[Exhibit F, Construction Cost Limit.
Intentionally Omitted – Reserved – This Page Left Blank Intentionally.]*

Insurance

Paragraph 6.04 of the Agreement is supplemented to include the following agreement of the parties.

G6.04 Insurance

A. The limits of liability for the insurance required by Paragraph 6.04.A and 6.04.B of the Agreement are as follows:

1. By Engineer:

- | | |
|--|--------------|
| a. Workers' Compensation: | Statutory |
| b. Employer's Liability -- | |
| 1) Each Accident: | \$1,000,000 |
| 2) Disease, Policy Limit: | \$1,000,000 |
| 3) Disease, Each Employee: | \$1,000,000 |
| c. General Liability -- | |
| 1) Each Occurrence (Bodily Injury and Property Damage): | \$1,000,000 |
| 2) General Aggregate: | \$2,000,000 |
| d. Excess or Umbrella Liability -- | |
| 1) Each Occurrence: | \$10,000,000 |
| 2) General Aggregate: | \$10,000,000 |
| e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage): | |
| Each Accident | \$1,000,000 |
| f. Professional Liability -- | |
| 1) Each Claim Made | \$1,000,000 |
| 2) Annual Aggregate | \$1,000,000 |
| g. Other (specify): Drone/Aircraft Insurance Policy | |
| 1) Each Claim Made | \$15,000,000 |
| 2) Annual Aggregate | \$15,000,000 |

2. By Owner:

a. Workers' Compensation:	Statutory
b. Employer's Liability --	
1) Each Accident	\$1,000,000
2) Disease, Policy Limit	\$1,000,000
3) Disease, Each Employee	\$1,000,000
c. General Liability --	
1) General Aggregate:	\$1,000,000
2) Each Occurrence (Bodily Injury and Property Damage):	\$2,000,000
d. Excess Umbrella Liability --	
1) Each Occurrence:	\$3,000,000
2) General Aggregate:	\$3,000,000
e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):	
Each Accident:	\$1,000,000

B. *Additional Insureds:*

1. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.04.A.

This is **EXHIBIT H**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated October 18, 2023.

Dispute Resolution

Paragraph 6.08 of the Agreement is amended and supplemented to include the following agreement of the parties:

H6.08 Dispute Resolution

- A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation by a mutually selected certified mediator or certified mediation service. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

Limitations of Liability

Paragraph 6.10 of the Agreement is supplemented to include the following agreement of the parties:

- A. *Limitation of Engineer's Liability.* Engineer's Liability: Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). This limitation does not apply to Engineer's liability for breach of contract or indemnity under the Agreement.
- B. *Indemnification by Owner:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project. Notwithstanding the foregoing, the City does not waive sovereign or official immunity.

*[Exhibit J, Special Provisions.
Intentionally Omitted – Reserved – This Page Left Blank Intentionally.]*

This is **EXHIBIT K**, consisting of __ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated October 18, 2023.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

1. *Background Data:*

Effective Date of Owner-Engineer Agreement: _____

b. Owner: _____

c. Engineer: _____

d. Project: _____

2. *Description of Modifications:*

[NOTE TO USER: Include the following paragraphs that are appropriate and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

- a. Engineer shall perform or furnish the following Additional Services:
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:
- c. The responsibilities of Owner are modified as follows:
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
- e. The schedule for rendering services is modified as follows:
- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

[List other Attachments, if any]

5. Agreement Summary (Reference only)

a. Original Agreement amount:	\$ _____
b. Net change for prior amendments:	\$ _____
c. This amendment amount:	\$ _____
d. Adjusted Agreement amount:	\$ _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:

ENGINEER:

By: _____

By: _____

Title: _____

Title: _____

Date
Signed: _____

Date Signed: _____

RESOLUTION No. 1290

A RESOLUTION AMENDING AND RESTATING GUIDELINES FOR THE SELECTION PROCESS OF THE CITIZEN OF THE YEAR AWARD

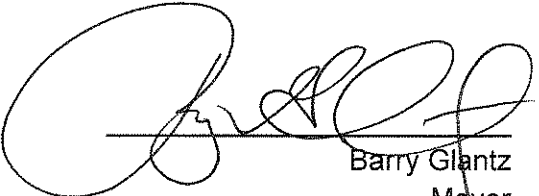
WHEREAS, the City Council has determined that it is necessary and proper to amend Resolution No. 802 and restate guidelines for the nomination and selection process for the Citizen of the Year Award;

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

SECTION 1: The following guidelines shall apply to the nomination and selection process for the Citizen of the Year Award:

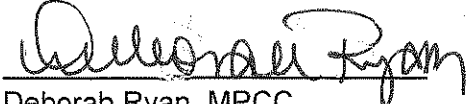
- Publication requesting nominations shall be included in the city newsletter, city business newsletter, website and social media outlets.
- Nominating Committee shall consist of the Mayor, Council President and immediate past-president of council (of if the immediate past-president is not available, then a Council appointed alternative), with the City Administrator to serve as ex-officio.
- Nominating Committee for Citizen of the Year shall follow all applicable rules for comparable city committees. There will be a posting of the agenda in accordance with City Code as well as minutes of the meeting to be kept on file with the City Clerk.
- Nominations for Citizen of the Year award may be submitted by any resident of the City of Creve Coeur, business owner located in Creve Coeur and/or employee of a business located in the City of Creve Coeur.
- Nominating will be submitted to the City Clerk and should be received no later than November 10.
- A nominee cannot serve on the Nominating Committee.
- Nominees should be a resident, owner or employee of a business located in Creve Coeur, or other outstanding individual who has made a considerable contribution to the City and its residents.
- Elected persons shall not be eligible for nomination during the year in which city of Creve Coeur elective office was held.
- Employees of the City of Creve Coeur, past or present shall not be eligible for nomination.
- Announcement of this award shall be made at the Annual Appreciation event held each year.

Adopted this 12th day of June, 2017.



Barry Glantz
Mayor

Attest:



Deborah Ryan, MPCC
City Clerk

Native Demonstration Garden-Completion Proposal

In 2010, after creating the front landscape for the Tappmeyer House, I gathered a group of volunteers to begin changing, in a small way, the appearance of Millennium Park. That first year we cleared all the honeysuckle from the forest south of the Tappmeyer House. With assistance from Public Works, volunteer groups and Team Tappmeyer, we removed every single honeysuckle.



Then, in late November, we scattered native seed. That first year accrued 522 man and woman hours. Lots of people would have figured that was enough and walked away. Not Team Tappmeyer. In the following years we laid chipped trails through the forest. We planted perennials in front of the Tappmeyer house. I applied for, and received, a grant from Deercreek Watershed Alliance. With those funds, a raingarden and bioswale were created near the Tappmeyer House. It was the first bioswale in a park in St. Louis County. We created a 30 by 40-foot vegetable garden and recruited a Boy Scout, allowing him to achieve his Eagle Badge by designing and installing a deer fence. We donate produce every week, from April to November, to the Harvey

Kornblum Food Pantry. Volunteers purchase all seed and plants for the vegetable garden. For seven years we had a volunteer day where Daisies and Brownies would plant Daffodils. I purchased the thousands of Daffodils that cover the forest in Spring. Since the beginning, members of Team Tappmeyer have logged over 7,000 hours at Millennium Park.



In late 2016 I took a walk around Millennium Park and noticed the most awful mess along the stacked stone wall across from the ballfield, in the north section of the park. The area, which I guess was landscaped at one time, was chock full of Honeysuckle and Bradford Pear. Seeing an opportunity, I had a discussion with Mark Perkins and former Mayor Barry Glantz. I offered to change that section of the park if Public Works would remove all the invasives during the winter of 2017.

The BEFORE photo is below. Honeysuckle, Bradford Pear trees and wild Grapevines filled 300 running feet, about 15 feet deep. Nov. 14th, 2016.



I had a strong feeling that the City should be adding more native plants to the park, allowing park visitors to view how effortless and beautiful they are. To bring in more pollinators. To produce cover and seed for

birds and critters. My friend Matt Broderick, who spent most of his career at Shaw Nature Reserve, also offered his help. The Council thought it was a fabulous idea and gave funding for three sections to be planted. A few years ago, I was given funding to complete a fourth portion.





We now have the final section to plant. I am petitioning you all to fund the completion of this project. It will take about 16 dozen perennials and shrubs, some in 4" pots and some in gallon sized pots. I am guesstimating the cost will be between \$2,000 and \$2,500. Forest ReLeaf also donates shrubs to the project. The planting scheme is a repetition of the same plants in each of the four previously finished sections. These plants are proven in the location, sun loving and drought tolerant.



THIS IS WHAT THE LAST SECTION LOOKS LIKE NOW

We would also like to add a few dozen of Cliff Goldenrod along the inside edge of the stone wall, in front of the trees. It will make the

entire wall look organized and cohesive. And it softens the edge of the stone.



In closing, I hope you all understand the passion and pride we have for all our projects at Millennium Park. I feel these past 14 growing seasons have given birth to a park that is less commercial looking, one that believes native plants should be showcased. One that uses fertile soil to feed the less fortunate. And a place where volunteers of all ages can learn and build a sense of comradery.

We hope the Council and Mayor feel that the completion of this project is worth a few thousand dollars.

Thanks so much!

Claire Chosid

Vice-Chair HEB

Volunteer Lead, Team Tappmeyer

Citizen of the Year 2011

Team Tappmeyer-Citizens of the Year 2019



**Millennium Park
Native
Demonstration
Garden**

-  Parcels
-  City Limits

November 8, 2023



Prepared By
HORNER SHIFRIN

