



**REGULAR MEETING
AGENDA
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
JANUARY 8, 2024
7:00 PM**

ZOOM MEETING INFORMATION

1. **Members of the public may access live audio and/or video by accessing the following:**

<https://us02web.zoom.us/j/89978933498>

Phone: 312 626 6799

Webinar ID: 899 7893 3498

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

PRESENTATION

2. **Annual Comprehensive Financial Report for Year Ending June 30, 2023.**
Summary: Tammy Alsop from Sikich will present the results of the Annual Comprehensive Financial Report (ACFR) for the Year Ending June 30, 2023, as well as the Auditor's Communication to the Mayor and City Council and the Single Audit Report.

CONSENT AGENDA

3. **Approval of December 11, 2023, City Council Work Session Minutes**
4. **Approval of December 11, 2023, City Council Regular Meeting Minutes**



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5. Documents for Destruction

Summary: The listed documents have reached the end of required archiving per the Records Retention Manual as published by the Secretary of State's Office. Once approved by council, documents will be shredded on site.

6. Acceptance of Venable Park Memorial Donation

Summary: Washington University of St. Louis has donated \$5,000 to the Venable Memorial Project. This donation requires City Council approval as it exceeds \$1,500.

BILLS PAYABLE REPORT

For information Only: Invoices Paid Listing 12-7-23 to 1-3-24

UNFINISHED BUSINESS

7. Substitute Bill No. 6096- An Ordinance Authorizing a New Conditional Use Permit for a New Car Dealer for Spirit Lexus, Located at 10176 Corporate Square Drive Zoned GC-General Commercial District. Final Reading and Passage.

Summary: Mike Leep Jr., on behalf of Spirit Lexus, has submitted an application for Conditional Use Permit with associated Site Development Plan and Boundary Adjustment for a Spirit Lexus location at 10176 Corporate Square Drive in the "GC" General Commercial Zoning District. Spirit Lexus plans to relocate to the site and wants to demolish the existing improvements on both parcels, consolidate the 10176 and 1100 parcels into one lot and develop a new 53,134 square foot car dealership on the property. NAICS 441110 New Car Dealers is a conditional use in the "GC" General Commercial district with review and approval by the City Council upon recommendation of the Planning and Zoning Commission. The Planning and Zoning Commission recommended approval for this item at the December 4, 2023 meeting.

8. Bill No. 6097- An Ordinance of the City of Creve Coeur, Approving a Contract Agreement entered by and between Saint Louis County, for and on behalf of Saint Louis County and the Saint Louis County and Municipal Police Academy Board of Managers, and the City of Creve Coeur, for the Services of a City of Creve Coeur Police Officer as an Instructor. Final Reading and Passage.



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Summary: The Police Department intends to offer a developmental opportunity for a Police Officer to serve as an instructor at the St. Louis County and Municipal Police Academy (SLCMPA). The opportunity was opened to all eligible Police Officers in the Department and Officer Erika Harding was selected by the academy staff during their vetting process.

NEW BUSINESS

- 9. Bill No. 6098- An Ordinance Authorizing the Issuance of a New Conditional Use Permit for a 2,594 Square-Foot Full Service Restaurant, for Taziki's Mediterranean Cafe, Located at 12704 Olive Boulevard, within the Bellerive Plaza Complex. First Reading.**

Summary: Scott Bonner, of Taziki's Mediterranean Cafe, has submitted an application for a conditional use permit to allow Taziki's Mediterranean Cafe to occupy the 2,615 square foot suite 12704 in the Bellerive Plaza shopping center with approx. 85 indoor seats at 12704 Olive Boulevard in Creve Coeur, MO 63141. NAICS 722511 Full-Service Restaurants require a conditional use permit with review by the Planning and Zoning Commission and approval of an ordinance by the City Council. The Planning and Zoning Commission recommended approval at the December 18, 2023 meeting.

- 10. Bill No. 6099- An Ordinance Approving a Final Subdivision Plat for a Subdivision known as Duever Estates, City of Creve Coeur, St. Louis County, Missouri. First Reading.**

Summary: James Brennan, of McKelvey Homes, has submitted a request for the final plat approval to subdivide the property at 871 North Mason Road into twelve lots for twelve new homes. The total area of each lot varies in size from 10,080 square feet to 14,861 square feet. The subject property is zoned D Single Family Residential, and no changes to the zoning district are being requested.

- 11. Bill No. 6100 - An Ordinance of the City Council of the City of Creve Coeur, Missouri authorizing the execution of a Surface Transportation Block Grant (STBG) Program agreement with the Missouri Highways and Transportation Commission to enable the City to construct the New Ballas Road Phase 2 Improvements Project. First Reading.**

Summary: City staff recommends that the City execute a Surface Transportation Block Grant (STBG) Program Agreement with the Missouri Highways and Transportation Commission (MoDOT) in order to accept federal grant funding



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assistance for asphalt pavement resurfacing, curb repairs, and sidewalk and bus stop improvements to South New Ballas Road.

- 12. Bill No. 6101- An Ordinance Authorizing the Cost Share Agreement between the City of Creve Coeur and the Metropolitan Park and Recreation District d/b/a The Great Rivers Greenway District regarding the development of the Centennial Greenway and 39 North Greenway. First Reading.**

Summary: The proposed Ordinance will authorize a cost share agreement with Great Rivers Greenway (GRG) regarding the construction and maintenance of the Centennial Trail to be developed within the 39 North district.

- 13. Resolution No. 1697- A Resolution of the City Council of the City of Creve Coeur, Missouri Repealing Resolution 1681 and Authorizing Acceptance of the Proposal of Gorilla Roofing and Construction for the Replacement of the Shingled Roof on the Salt Dome located at the Maintenance Facility for an amount of \$44,432.86 (\$40,432.86 Contract Amount + \$4,000.00 Contingency).**

Summary: Staff recommends repeal of Resolution 1681 due to bid withdrawal and acceptance of Gorilla Roofing and Construction Proposal to Replace the Roof on the Salt Dome

- 14. Resolution No. 1698- A Resolution of the City Council of the City of Creve Coeur, Missouri Authorizing Execution of an Agreement with Truck Centers Inc. for the Purchase of a 2025 Freightliner 108SD Plus Diesel Powered Two-Ton Dump Truck with a Central Hydraulic System, a New 10-Foot Viking Snow Plow and the Installation of a City Owned Stainless-Steel Salt Spreader with Calcium Chloride Saddle Tanks and for an amount of \$171,429.00.**

Summary: Purchase of a New Freightliner two-ton dump truck with a central hydraulic system, a 10-foot Viking snow plow, and the installation of a city owned stainless-steel salt spreader for \$171,429.00

- 15. Resolution No. 1699- A Resolution of the City Council of the City of Creve Coeur, Missouri authorizing the execution of a contract with Sweetens Concrete Services for the New Ballas Road Improvement Project - Phase 1 for the amount of \$1,160,688.34.**

Summary: City staff has reviewed bids for the New Ballas Road Improvement



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Project – Phase 1 and recommends that the City enter into a contract with Sweetens Concrete Services to build the project. The primary funding source for this project will be a federal Surface Transportation Program (STP) grant that was awarded to the City in 2020. This grant is administered by the Missouri Department of Transportation (MoDOT), and MoDOT has recently indicated their concurrence with this recommendation of award.

- 16. Resolution No. 1700- A Resolution of the City Council of the City of Creve Coeur, Missouri authorizing the execution of a contract with Horner & Shifrin, Inc. for engineering services related to the New Ballas Road Improvement Project - Phase 2 for the not-to-exceed amount of \$148,160.00.**

Summary: The City has been awarded a federal grant to assist with the construction of improvements to South New Ballas Road from Conway Road to Ladue Road, which is considered to be the second of potentially four phases of improvements to New Ballas Road. City staff recommends that the City hire Horner & Shifrin, Inc. to complete the design services required for this project. Horner & Shifrin has been the design consultant for all of the recent projects on New Ballas Road.

BUSINESS FROM MAYOR AND CITY COUNCIL

17. Council Liaison Reports

BUSINESS FROM CITY ADMINISTRATOR

ADJOURNMENT

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



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Posted by: _____

Date/Time posted: _____

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



City of Creve Coeur, Missouri

Annual Comprehensive Financial Report

For the Year Ended June 30, 2023



CITY OF CREVE COEUR, MISSOURI

ANNUAL COMPREHENSIVE FINANCIAL REPORT

FOR THE FISCAL YEAR ENDED
JUNE 30, 2023

REPORT PREPARED AND SUBMITTED BY THE
FINANCE DEPARTMENT

MARK C. PERKINS, CITY ADMINISTRATOR
AND
LORI OBERMOELLER, DIRECTOR OF FINANCE

CITY OF CREVE COEUR, MISSOURI
TABLE OF CONTENTS

	<u>Page(s)</u>
INTRODUCTORY SECTION	
Letter of Transmittal	i-v
City Officials.....	vi
Organizational Chart.....	vii
Certificate of Achievement for Excellence in Financial Reporting.....	viii
FINANCIAL SECTION	
INDEPENDENT AUDITOR’S REPORT	1-4
INDEPENDENT AUDITOR’S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH <i>GOVERNMENT AUDITING STANDARDS</i>	5-6
MANAGEMENT DISCUSSION AND ANALYSIS.....	7-17
BASIC FINANCIAL STATEMENTS	
Government-Wide Financial Statements:	
Statement of Net Position.....	18-19
Statement of Activities	20
Fund Financial Statements	
Government Funds	
Balance Sheet	21
Reconciliation of the Fund Balances of Governmental Funds to the Governmental Activities in the Statement of Net Position	22
Statement of Revenues, Expenditures, and Changes in Fund Balances	23
Reconciliation of the Governmental Funds Statement of Revenues, Expenditures, and Changes in Fund Balances to the Governmental Activities in the Statement of Activities.....	24
Enterprise Fund	
Statement of Net Position.....	25
Statement of Revenues, Expenses, and Changes in Net Position	26
Statement of Cash Flows	27-28
Fiduciary Funds	
Statement of Fiduciary Net Position	29
Statement of Change in Fiduciary Net Position	30
Notes to the Financial Statements	31-69

CITY OF CREVE COEUR, MISSOURI
TABLE OF CONTENTS (Continued)

	<u>Page(s)</u>
FINANCIAL SECTION (Continued)	
REQUIRED SUPPLEMENTARY INFORMATION	
Schedules of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual:	
General Fund	70-74
Public Safety Fund	75
Notes to Budgetary Comparison Information	76
Retirement Plan for Employees of the City:	
Schedule of Changes in Employer's Net Pension Liability and Related Ratios	77
Schedule of Employer Contributions	78
Schedule of Investment Returns.....	79
Missouri Local Government Employees' Retirement System (LAGERS):	
Schedule of Changes in Employer's Net Pension Liability and Related Ratios	80
Schedule of Employer Contributions	81
Post-Employment Medical and Prescription Plan for Employees of the City:	
Schedule of Changes in Employer's Total Other Post-Employment Benefit Liability and Related Ratios	82
COMBINING AND INDIVIDUAL FUND FINANCIAL STATEMENTS AND SCHEDULES	
NONMAJOR GOVERNMENTAL FUNDS AND MAJOR CAPITAL PROJECTS FUNDS	
Combining Balance Sheet - Nonmajor Governmental Funds.....	83
Combining Schedule of Revenues, Expenditures, and Changes in Fund Balances - Nonmajor Governmental Funds	84
Schedules of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual:	
Capital Improvement Capital Projects Fund	85
Parks and Stormwater Capital Projects Fund	86
Sewer Lateral Special Revenue Fund.....	87
Police Building Fund.....	88
Debt Service Fund	89

CITY OF CREVE COEUR, MISSOURI
TABLE OF CONTENTS (Continued)

	<u>Page(s)</u>
FINANCIAL SECTION (Continued)	
COMBINING AND INDIVIDUAL FUND FINANCIAL STATEMENTS AND SCHEDULES (Continued)	
ENTERPRISE FUND	
Combining Schedule of Revenues and Expenses - Enterprise Fund - Recreational Fund	90
Schedules of Revenues and Expenses - Enterprise Fund - Recreational Fund - Budget and Actual:	
Food Service Department.....	91
Golf Course Department	92
Ice Arena Department	93
FIDUCIARY FUNDS	
Schedule of Changes in Fiduciary Net Position - Budget and Actual - Pension Trust Fund	94
STATISTICAL SECTION	
Net Position by Component.....	96
Change in Net Position	97
Fund Balances - Governmental Funds.....	99
Changes in Fund Balances - Governmental Funds	100
Program Revenues by Functions/Programs	101
Tax Revenue by Source - Governmental Funds	102
Assessed and Estimated Actual Value of Taxable Property	103
Property Tax Rates - Direct and All Overlapping Governments.....	104
Principal Taxpayers	105
Property Tax Levies and Collections	106
Sales Tax Rates, Direct and Overlapping	107
Ratios of Outstanding Debt by Type	108
Direct and Overlapping Governmental Activities Debt.....	109
Legal Debt Margin Information.....	110
Demographic and Economic Statistics	111
Property Value and Construction.....	112
Principal Employers.....	113
Full-Time City Government Employees by Function/Program.....	114
Operating Indicators by Functions/Programs	115
Capital Assets Statistics by Functions/Program	116

INTRODUCTORY SECTION



city
of

CREVE COEUR

300 North New Ballas Road • Creve Coeur, Missouri 63141
(314) 432-6000 • Fax (314) 872-2539
www.crevecoeurmo.gov

December 13, 2023

To the Honorable Mayor, Members of the
City Council, and Citizens of Creve Coeur,
Missouri:

The Comprehensive Annual Financial Report of the City of Creve Coeur, Missouri (the City) for the fiscal year ended June 30, 2023 is hereby submitted for your review. Responsibility for both the accuracy of the presented data and the completeness and fairness of the presentation, including all disclosures, rests with the City. To the best of our knowledge and belief, the enclosed data is accurate, in all material respects, and is reported in a manner designed to present fairly the City's financial position and results of operations. All disclosures necessary to enable the reader to gain an understanding of the City's financial activities have been included.

Accounting principles generally accepted in the United States of America (GAAP) requires that management provide a narrative introduction, overview and analysis to accompany the basic financial statements in the form of a Management Discussion and Analysis (MD&A). This letter of transmittal is designed to complement the MD&A and should be read in conjunction with the analysis. The City's MD&A can be found immediately following the independent auditor's report.

The City provides a wide range of services including: police protection, street maintenance, limb chipping and leaf pick-up programs, park maintenance, capital improvements, planning and zoning, building permit issuance and inspection, code enforcement, health and sanitation (including recycling), and cultural and recreational services.

The City is an independent reporting entity clearly within the criteria established by the Governmental Accounting Standards Board.

CITY OF CREVE COEUR, MISSOURI

The City is located in St. Louis County approximately 15 miles west of downtown St. Louis. Creve Coeur is home to a number of prominent corporations and institutions, including Bayer Corporation, the Donald Danforth Plant Science Center, Missouri Baptist University, Mercy Hospital St. Louis and Barnes-Jewish West County Hospital. Initially a farming community, the City has developed into a thriving community in central St. Louis County with beautiful neighborhoods, 100 acres of parkland, and one of the most dynamic business centers in the region.

The City was one of many unincorporated communities that grew along Olive Street Road. Its name, which means "broken heart" in French, comes from nearby Creve Coeur Lake. When the City was

incorporated in December 1949, less than one square mile housed a population of 1,875. Today, the population of the City is 18,834, spanning 10.3 square miles with 8,988 housing units.

The City is a home rule municipal corporation operating under its own charter adopted by the voters in 1976. The City operates under the City Administrator form of government. The City Council consists of eight members, two representatives for each of the City's four wards. Each council member is elected to a two-year term. The Mayor is elected for a term of three years. The Mayor with concurrence of the City Council appoints the City Administrator who oversees the daily operations of the City. The City Administrator appoints all department directors with City Council approval.

FINANCIAL INFORMATION

In developing the City's accounting system, consideration is given to the adequacy of internal accounting controls. Internal accounting controls are designed to provide reasonable assurance that assets are effectively safeguarded and those transactions are executed in accordance with management's authorization and are properly recorded. The concept of reasonable assurance recognizes the cost of a control should not exceed the benefits likely to be derived and that the evaluation of cost and benefits require estimates and judgments by management. Within this framework, we believe that the City's system of internal accounting controls adequately safeguards assets and provides reasonable assurance of proper recording of financial transactions.

Budgeting Controls: Missouri State Law and the City Charter require annual budgets be prepared for the General and Capital Projects Funds. In addition, the City Charter requires the annual preparation of a five-year Capital Improvement Program with the proposed capital expenditures for the ensuing fiscal year, be incorporated into the annual operating budget. Budgetary control is maintained by the encumbrance of estimated purchase amounts prior to the release of purchase orders to vendors. Appropriations lapse at year-end to the extent that they have not been expended; however, encumbrances generally are re-appropriated as part of the following year's budget. The City Council exercises control over budgeted expenditures throughout the fiscal year. The City Administrator may make appropriation transfers within the operating expenditures and capital outlays of each department.

ECONOMIC DEVELOPMENT

Substantial economic growth continued to occur in the City in Fiscal Year 2023. Some of the larger developments approved or constructed in Fiscal Year 2023 included:

1. Olia Village, 10300 Olive Boulevard. The rezoning and site concept plan for a 96-acre mixed use master planned development was approved. The project will contain a mixture of retail, residential office and hotel uses on the former Bayer West campus. Site work could begin in early 2024.
2. First Bank Headquarters, 11901 Olive Boulevard. A new 4-story, 85,000 square feet headquarters building is currently under construction.
3. Chick-Fil-A, 12398 Olive Boulevard. A 4,700 square foot restaurant with drive-through services is currently under construction.
4. M1 Bank, 11557 Olive Boulevard. A renovation of the former Fresh Market building was approved for a new M1 Bank branch location with 17,566 square feet and drive-through services. Construction is expected to begin in early 2024.

5. Chaminade College Preparatory School Residence Hall, 425 South Lindbergh Avenue. A 29,000 square foot 82-person residence hall is currently under construction on the Chaminade School campus.
6. Little Sunshine Playhouse and Preschool, 515 North Lindbergh Blvd. The new 8,140 square foot facility is currently under construction.

All this development within the City reflects its continued economic viability. The City, with its emphasis in medical services, ag-tech, and technology, is well prepared for the future.

MAJOR INITIATIVES

During Fiscal Year 2023, the City undertook or continued several major initiatives, including:

1. Continued implementing key objectives of the 39 North Master Plan. Design Engineering and right-of-way acquisition of the Old Olive/Lindbergh Intersection improvements, to be constructed in 2024. (STP Grants as well as other funding sources have been awarded to the City); preliminary design and engineering for the 39 North Greenway began in 2023 and will be completed in 2024 to connect the planned 39 North Greenway with the Centennial Greenway just to the North of the 39 North District.
2. Began design and construction of multiple stormwater management projects in the city.
3. Partnered with MoDOT the construction of new traffic signals on Olive Blvd. west of I-270. Upgrades will include black powder coat traffic signal poles and mast arms as well as illuminated street name signs.
4. Development of citywide Stormwater Management Plan.
5. Continued Park planning and drafted site development plans for Millennium, Venable and Lake School Parks. Finalized engineering and bid documents for replacement of the refrigerant system for the Creve Coeur Ice Arena.
6. Completed construction of the Mosley Road Improvement Project which includes sidewalk replacements and ADA upgrades, adjusting the vertical alignment of the roadway, stormwater improvements, road widening and asphalt pavement overlay.
7. Continued removal of Ash trees throughout the City's Emerald Ash Borer Tree Removal Program. Focus has moved to parks and individual trees along City Right of Way (ROW). Replaced more Ash trees throughout the City via the 50/50 Shared Cost Tree Planting Program.
8. Completed the annual asphalt, micro-surface, concrete and sidewalk programs.
9. Completed design and secured necessary easement/ROW's for the North New Ballas Improvement Project which includes concrete slab replacement and ADA sidewalk improvements. (STP Grant Project).
10. Secured an STP Grant for New Ballas Improvement Project Phase II .

LONG-TERM FINANCIAL PLANNING

Like other local governments, Creve Coeur is continually facing the challenge of rising costs of providing services. Recent revenue growth has been positive, but long-term revenue growth is projected to be minimal. There are opportunities for more accelerated revenue growth, including the recently approved Olia Village development, but the impact of this future development is not clear at this time.

While it appears revenues for all governmental funds for FY2023 are up over 13%, this is largely attributable to one-time revenues. Below are the main reasons for this increase in revenues: (1) there

was a 5.5% increase in sales tax; (2) there was an increase in rates for all the utility companies; (3) the City received a one-time lawsuit settlement payment from Charter in the amount of \$687,686; and (4) the City received approximately \$680K in grants in the Capital Fund as the result of the completion of Mosley Road and the City used approximately \$650K of the American Rescue Plan Act (ARPA) funds. Interest Income is also skewing the numbers for FY2023. As interest rates increase, the market value of previous investments will go down; and while the City always holds these investments until maturity, the City has to report the market value of the investments as of June 30, 2023. Therefore, Interest Income is a negative amount (less than last year), but only due to having to report the market value of investments. Without reporting this market value loss, the Investment Income would have been over \$409K.

Prior to FY2022, Sales Tax revenues had decreased considerably after the pandemic, but are now slightly more than sales tax revenues prior to the pandemic (FY2019). And it looks like sales tax revenue for FY2024 is now flat from FY2023.

Expenditures for FY2023 for all governmental funds have increased 15%, but mainly because of an increase in the Capital and Parks and Stormwater projects and almost \$600,000 more paid towards the Debt obligation because of doing a defeasance in November 2022. While the City provided a 3% COLA and 4% Merit Increase to general employees and a 3.5% COLA and 3.5% step increase for patrolman on the step plan in FY2023, overall personnel costs have only increased 6% mainly due to a lot of turnovers and the time it takes to find replacements for these vacancies.

Overall revenues and expenditures for all governmental funds are slightly up for FY2023, ending the year with a \$4.5M surplus.

FY2024 expenditures for all governmental funds are expected to be about 40% higher than FY2023, mainly due to an increase in capital projects in the Capital and the Parks & Stormwater Funds. \$2M of the ARPA funds for capital projects are also included in FY2024 expenditures for the replacement of the R22 refrigerant from the Ice Arena.

For FY2023, the City set aside \$2 million in General Fund reserves for future facility needs and \$1,000,000 in General Fund reserves for future unidentified / emergency street improvements, and will increase the \$2M for future facility needs each year by adding an additional \$1M starting with FY2024.

Even with the new parks and stormwater revenue source, additional measures are still needed to address the trends of minimal revenue growth amid increasing costs of service over the long-term. These measures may include considering new revenue sources such as the adoption of a local use tax on out of state purchases or additional fees for services.

In April 2022, a new Strategic Plan was adopted by the City Council, establishing and prioritizing goals for the next three years. This plan was updated in early 2023 and can be found on the City's website.

In FY2023, the City staff reviewed the zoning codes and presented revisions for Planning & Zoning commission and City Council consideration regarding drive-thru restaurants and residential tree replacement ordinances to ensure Creve Coeur's regulatory framework allows for development desired by the community, meets the changing needs of businesses and supports future economic development.

The City maintains a Defined Benefit (DB) Pension Trust Fund for full-time employees hired before June 1, 2006. Funding is determined annually by an independent actuary. All employees hired after June 1,

2006, participate in the Missouri Local Government Employees Retirement System (LAGERS). However, in FY2023, the City moved the 23 active employees remaining in the DB Pension Plan to LAGERS and moved all retirees and vested participants to LAGERS for administration

INDEPENDENT AUDIT

State Statutes and the City Charter requires an annual audit of the books, financial records, and transactions that comprise all funds of the City by an independent Certified Public Accountant selected by the City Council. The external auditors met with the City's Audit Committee at the start of the field work and at the conclusion of the fieldwork. The Audit Committee met together and privately with the external auditors and management to ensure review and oversight. The auditor's report on the basic financial statements is included in the financial section of this report.

AWARDS

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City for its comprehensive financial report for the fiscal year ended June 30, 2022. The Certificate of Achievement is a prestigious national award recognizing conformance with the highest standards for preparation of state and local government financial reports. The City has received this award since 1993.

To be awarded a Certificate of Achievement, a government unit must publish an easily readable and efficiently organized annual financial report, whose contents conform to program standards. Such a comprehensive annual financial report must satisfy both generally accepted accounting principles (GAAP) and applicable legal requirements.

A Certificate of Achievement is valid for the period of one year only. We believe that our current comprehensive annual financial report continues to meet the Certificate of Achievement Program's requirements and we are submitting it to GFOA to determine its eligibility for another certificate.

ACKNOWLEDGEMENTS

This report would not be possible without the assistance of the entire administrative staff of the City. We want to especially acknowledge the dedicated services of the staff of the Finance Department and Administrative Services Department. These staff members were key contributors in establishing the City's accounting systems. In addition, we would like to thank our auditors, Sikich LLP, for their help in formulating this report.

Finally, we wish to extend our sincere gratitude to the Mayor, Members of the City Council, and Finance Committee for their leadership and support, without which the preparation of this comprehensive report would not be possible.

Respectfully submitted,



Mark Perkins
City Administrator



Lori Obermoeller
Director of Finance

CITY OFFICIALS

MAYOR

Robert Hoffman

CITY COUNCIL

Ward I

Mark Manlin
Heather P. Silverman

Ward II

Tim Carney
Nicole Greer

Ward III

David Z. Hoffman
Sari Neudorf

Ward IV

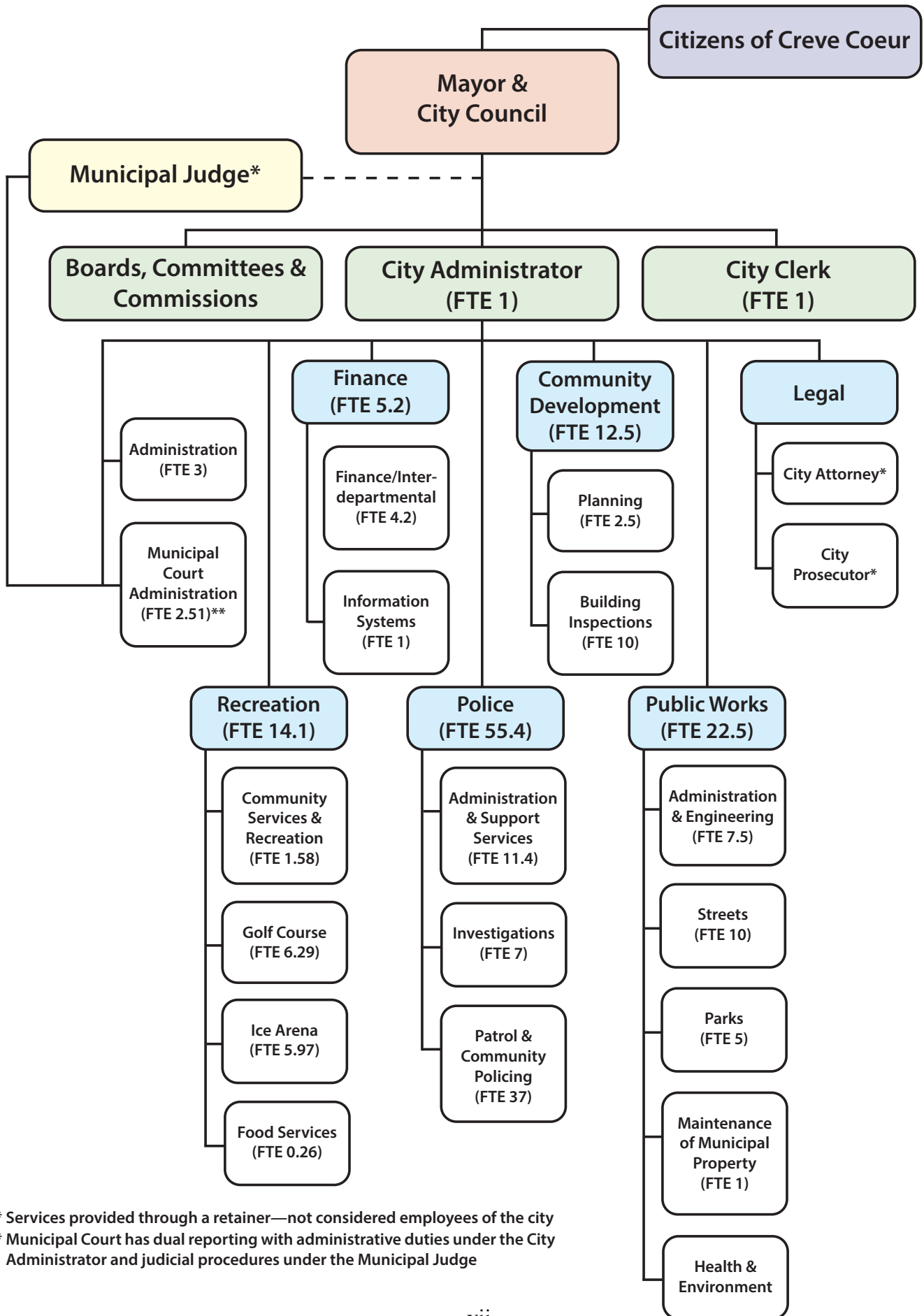
Joe Martinich
Dan Tierney

ADMINISTRATIVE STAFF

City Administrator	Mark C. Perkins, ICMA-CM
Assistant City Administrator	Sharon M. Stott, MBA
City Attorney*	Carl Lumley
Prosecuting Attorney*	Stephanie Karr
Alternate Prosecuting Attorney*	Melissa Price Smith
Municipal Judge*	Timothy Engelmeyer
Provisional Municipal Judge*	Mary Bruntrager
City Clerk	Kellie Henke
Chief of Police	Jeffrey Hartman
Director of Finance	Lori Obermoeller, CPFO, MBA
Director of Public Works	Jim Heines
Director of Community Development	Jason W. Jaggi, AICP
Chief Building Official	Gregory B. Tate, CBO, MCP
Director of Recreation	Jason E. Valvero
Assistant Director of Recreation	Tim Brinks

**Independent contractors.*

Organizational Chart



* Services provided through a retainer—not considered employees of the city

** Municipal Court has dual reporting with administrative duties under the City Administrator and judicial procedures under the Municipal Judge



Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**City of Creve Coeur
Missouri**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

June 30, 2022

Christopher P. Morill

Executive Director/CEO

FINANCIAL SECTION

INDEPENDENT AUDITOR'S REPORT

12655 Olive Blvd., Suite 200
St. Louis, MO 63141
314.275.7277

SIKICH.COM

INDEPENDENT AUDITOR'S REPORT

Honorable Mayor and Members of the City Council
City of Creve Coeur, Missouri

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Creve Coeur, Missouri (the City), as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Creve Coeur, Missouri, as of June 30, 2023, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America (GAAP).

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City of Creve Coeur, Missouri and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with GAAP and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Emphasis of Matter-Reclassification

The City evaluated its custodial fund during the fiscal year ending June 30, 2023 and has excluded it from the City's financial statement. This matter is discussed further in Note 1. This reclassification is discussed in Note 1. Our opinion is not modified with respect to this matter.

Adjustments to Prior Period Financial Statements

As part of our audit of the 2023 financial statements, we also audited adjustments described in Note 1 that were applied to restate the 2022 financial statements. In our opinion, such adjustments are appropriate and have been properly applied. We were not engaged to audit, review, or apply any procedures to the 2022 financial statements of the City other than with respect to the adjustments and, accordingly, we do not express an opinion or any other form of assurance on the 2022 financial statements as a whole.

Auditor's Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted accounting standards (GAAS) and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate to those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Other Matters

Required Supplementary Information

GAAP require that the management's discussion and analysis and required supplementary information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplemental Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Creve Coeur, Missouri's basic financial statements. The accompanying combining and individual fund financial statements and schedules, as listed in the table of contents, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual fund financial statements and schedules, as listed in the table of contents is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 13, 2023 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Sikich LLP

St. Louis, Missouri
December 13, 2023

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**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND
OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

Honorable Mayor and City Council
City of Creve Coeur, Missouri

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Creve Coeur Missouri (the City) as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated December 13, 2023.

Report on Internal Control over Financial Reporting.

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented or detected and corrected on a timely basis. A significant deficiency is a deficiency, or combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Sikich LLP

St. Louis, Missouri
December 13, 2023

MANAGEMENT'S DISCUSSION AND ANALYSIS

CITY OF CREVE COEUR, MISSOURI

MANAGEMENT'S DISCUSSION AND ANALYSIS

June 30, 2023

As management of the City of Creve Coeur, Missouri (the "City"), we offer readers of the City's financial statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended June 30, 2023. We encourage readers to consider the information that we have furnished in our letter of transmittal at the front of this report along with the City's financial statements, including the footnotes that follow this Management's Discussion and Analysis (MD&A).

Financial Highlights

- On a government-wide basis the assets and deferred outflows of resources of the City exceeded its liabilities and deferred inflows of resources for the most recent fiscal year by \$72,707,634. The City has unrestricted net position totaling \$15,614,910, which can be used to fund the City's functions/ programs.
- At the end of the current fiscal year, the City's governmental funds reported combined ending fund balances of \$35,789,838, an increase of \$4,487,141 in comparison with the prior year. Approximately 62.1% of this total amount, \$19,018,135, is available for spending at the City's discretion.
- At the end of the current fiscal year, unassigned fund balance for the General Fund was \$19,018,135 or 120.93% of total General Fund expenditures, an increase in comparison with the prior year unassigned fund balance.

Overview of the Financial Statements

This MD&A is intended to serve as an introduction to the City's financial statements. The City's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the basic financial statements. This report also contains required supplemental information in addition to the basic financial statements.

Government-wide Financial Statements

The *government-wide financial statements* are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business. Note the government-wide financial statements exclude Fiduciary Fund activities.

The *statement of net position* presents information on all of the City's assets, deferred outflows of resources, liabilities and deferred inflows of resources, with the difference reported as *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The *statement of activities* presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows.

Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and accrued vacation leave).

CITY OF CREVE COEUR, MISSOURI

MANAGEMENT'S DISCUSSION AND ANALYSIS (Continued)

The government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities*). The governmental activities of the City include general government, parks and recreation, judicial, planning, public works, public safety, and community development. The City operates business-like activities at the Ice Arena and Municipal Golf Course.

Fund Financial Statements

A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental funds financial statements focus on *near-term inflows and outflows of expendable resources*, as well as on *balances of expendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the City's near-term financial decisions. Both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and the government-wide *governmental activities*.

The City maintains several individual governmental funds. Information is presented separately in the governmental funds balance sheet and in the governmental funds statement of revenues, expenditures, and changes in fund balances for the General Fund, Capital Improvement Fund, Parks & Stormwater Fund and Public Safety Fund, which are considered to be major funds. Data from the other governmental funds is presented in a single column as "Other Governmental Funds - Nonmajor."

The City adopts an annual appropriated budget for all funds. Budgetary comparison statements have been provided for all budgeted funds to demonstrate legal compliance with the respective adopted budget.

Proprietary Funds

The City maintains Enterprise Funds to report the same functions presented as business-type activities in the government-wide financial statements. The City uses Enterprise Funds to account for the operations at its Ice Arena and Municipal Golf Course.

Proprietary Funds provide the same type of information as the government-wide financial statements, only in more detail.

CITY OF CREVE COEUR, MISSOURI
MANAGEMENT'S DISCUSSION AND ANALYSIS (Continued)

Fiduciary Funds

Fiduciary Funds are used to account for resources held for the benefit of parties outside the City. Fiduciary Funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the City's own programs. The accounting used for Fiduciary Funds is much like that used for Proprietary Funds.

Notes to the Basic Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Required Supplemental Information

In addition to the basic financial statements and accompanying notes, certain required supplemental information can be found following the notes to financial statements.

Other Supplemental Information

The individual fund statements and other supplemental information are presented immediately following the required supplemental information.

Government-wide Financial Analysis - Financial Analysis of the City as a Whole

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City, assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by \$72,707,634 at the close of the most recent fiscal year.

The largest portion of the City's net position reflects its investment in capital assets (e.g., land, buildings, park facilities, machinery and equipment, and infrastructure), less any related debt used to acquire those assets that is still outstanding. The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources used to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

CITY OF CREVE COEUR, MISSOURI
MANAGEMENT'S DISCUSSION AND ANALYSIS (Continued)

The City's condensed statement of net position as compared to the prior year is as follows:

Statement of Net Position
June 30, 2023 and 2022

	Governmental		Business-type		Totals	
	Activities		Activities			
	2023	2022	2023	2022	2023	2022
ASSETS						
Current and other assets	\$ 42,571,457	36,951,955	860,890	319,969	43,432,347	37,271,924
Capital assets, net	50,372,660	50,272,747	2,452,317	2,626,350	52,824,977	52,899,097
Total assets	92,944,117	87,224,702	3,313,207	2,946,319	96,257,324	90,171,021
DEFERRED OUTFLOWS OF RESOURCES	992,052	1,582,371	-	-	992,052	1,582,371
LIABILITIES						
Long-term liabilities	16,378,493	17,511,175	126,449	2,151	16,504,942	17,513,326
Other liabilities	6,701,577	6,465,762	103,384	108,466	6,804,961	6,574,228
Total liabilities	23,080,070	23,976,937	229,833	110,617	23,309,903	24,087,554
DEFERRED INFLOWS OF RESOURCES	878,179	870,544	353,660	-	1,231,839	870,544
NET POSITION						
Net investment in capital assets	43,479,515	42,590,084	2,340,682	2,626,350	45,820,197	45,216,434
Restricted	11,272,527	8,994,083	-	-	11,272,527	8,994,083
Unrestricted	15,225,878	12,375,425	389,032	209,352	15,614,910	12,584,777
Total net position	\$ 69,977,920	63,959,592	2,729,714	2,835,702	72,707,634	66,795,294

The City's net position on an entity-wide basis increased during the current fiscal year ending June 30, 2023. The long-term liabilities and deferred outflows relate to the debt for the General Obligation Bond for the Police Building and renovation of the existing City Hall, as well as the pension and other post-employment benefit liabilities. Current liabilities increased during the current fiscal year ending June 30, 2023 by \$230,733 due mainly from the \$1.9M for unearned revenue as a result of the American Rescue Plan Act (ARPA) Funds which can't be recognized as revenue until they are expensed. Long-Term Liabilities decreased \$1,008,384 mainly as a result a reduction in the pension liability.

CITY OF CREVE COEUR, MISSOURI
MANAGEMENT'S DISCUSSION AND ANALYSIS (Continued)

The City's condensed statement of activities as compared to the prior year is as follows:

Statement of Activities
For the Fiscal Years Ended June 30, 2023 and 2022

	Governmental Activities		Business-type Activities		Totals	
	2023	2022	2023	2022	2023	2022
REVENUES						
Program revenues:						
Charges for services	\$ 2,346,698	3,943,194	1,460,825	1,302,574	3,807,523	5,245,768
Operating grants and contributions	2,075,771	1,827,628	-	40,513	2,075,771	1,868,141
Capital grants and contributions	829,082	979,194	-	-	829,082	979,194
General revenues:						
Taxes	20,091,124	17,133,593	-	-	20,091,124	17,133,593
Investment income	206,588	(1,072,363)	15,108	608	221,696	(1,071,755)
Americian Recovery Plan Act	660,111	-	-	-	660,111	-
Miscellaneous	201,813	547,872	-	-	201,813	547,872
Gain on sale of capital assets	53,284	-	-	-	53,284	-
Total revenues	<u>26,464,471</u>	<u>23,359,118</u>	<u>1,475,933</u>	<u>1,343,695</u>	<u>27,940,404</u>	<u>24,702,813</u>
EXPENSES						
General government	3,610,281	8,559,310	-	-	3,610,281	8,559,310
Public safety	7,791,880	7,936,609	-	-	7,791,880	7,936,609
Public works	7,587,697	8,109,920	-	-	7,587,697	8,109,920
Community Development	1,166,553	1,356,415	-	-	1,166,553	1,356,415
Interest on long-term debt	241,156	246,567	-	-	241,156	246,567
Recreation Center	-	-	1,637,709	1,471,952	1,637,709	1,471,952
Total expenses	<u>20,397,567</u>	<u>26,208,821</u>	<u>1,637,709</u>	<u>1,471,952</u>	<u>22,035,276</u>	<u>27,680,773</u>
Increase (Decrease) in Net Position Before Transfers	6,066,904	(2,849,703)	(161,776)	(128,257)	5,905,128	(2,977,960)
Transfers	<u>(48,576)</u>	<u>-</u>	<u>48,576</u>	<u>-</u>	<u>-</u>	<u>-</u>
Increase (Decrease) in Net Position	6,018,328	(2,849,703)	(113,200)	(128,257)	5,905,128	(2,977,960)
NET POSITION, JULY 1	63,959,592	66,192,608	2,835,702	2,963,959	66,795,294	69,156,567
Prior Period Adjustment	<u>-</u>	<u>616,687</u>	<u>7,212</u>	<u>-</u>	<u>7,212</u>	<u>616,687</u>
NET POSITION, JUNE 30	<u>\$ 69,977,920</u>	<u>63,959,592</u>	<u>2,729,714</u>	<u>2,835,702</u>	<u>72,707,634</u>	<u>66,795,294</u>

CITY OF CREVE COEUR, MISSOURI

MANAGEMENT'S DISCUSSION AND ANALYSIS (Continued)

Significant Changes in Fund Net Position

Governmental activities experienced a \$6,066,904 gain in net position before transfers mainly as a result of an increase in revenues and investment income. Below are some significant changes to Revenues for FY2023:

1. Property and Sales tax revenue increased by \$798,429 or 6.26% in FY2023. Sales tax revenues are finally back to the same level as they were prior to the pandemic.
2. Utility tax revenues increased \$1,076,885 or 19.15% due to a rate increase with Missouri American Water, receiving \$571,675 from Charter settlement and utility revenue being up in general as a result of changes in the weather.
3. Licenses and permits decreased \$510,480 or 2.72% with most of this due building permits returning to a normal level after the previous year's outstanding year.
4. Investment income increased \$1,278,951 or 119.26% primarily because of marking to market, which is a measure of the fair value of investments as of June 30, 2023, as a result of interest rates continuing to increase.
5. The City received over \$1.9M from the ARPA Funds in FY2022 and in FY2023. Therefore, this money is classified as Unearned Revenue until it is expensed; \$660,111 of ARPA funds were recognized this year. \$1.2M of the ARPA funds have been restricted for future projects in the Capital Fund.

Expenses decreased \$5,811,254 with the majority of this decrease is due to the pension liability from FY22, the change in the assumption rate to 6%, and the decrease in interest rates.

Business-type activities experienced a increase of \$165,757 with half of this increase being from an increase in personnel cost and other half due to an increase in building maintenance and repairs for the Ice Arena and an increase in watering for the Golf Course.

Financial Analysis of the City's Funds

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds

The focus of the City's governmental funds is to provide information on inflows and balances of available expendable resources. Such information is useful in assessing the City's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

At the end of the fiscal year 2023, the unassigned fund balance of the General Fund was \$19,018,138 while the total fund balance was \$23,762,201. As a measure of the General Fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total fund expenditures and transfers out. Unassigned fund balance represents 121% of total General Fund current expenditures and transfers out of \$15,726,623 while total fund balance represents 151%.

CITY OF CREVE COEUR, MISSOURI
MANAGEMENT'S DISCUSSION AND ANALYSIS (Continued)

The fund balance in the City's General Fund increased by \$2,577,571 or 12.2% from the prior year fund balance. However, \$1,278,951 was due to the book entry to record investments at market value as of June 30. Other changes of the current year's fund balances were due to:

- Operating revenues exceeding expenditures by \$2,020,230, which is \$716,627 more than last year's amount of \$1,303,603.
 - An increase in property and sales tax of \$342,999
 - An increase in utility revenue of \$1,076,885 with \$571,675 of that due to a one time Charter settlement payment.
- Expenditures were \$1,274,475 more than the previous year.
 - The City provided a one-time lump sum COLA of 2% for all employees in January 2023, when the City switched from semi-monthly pay to bi-weekly pay.
 - Public Safety expenses increased \$742,475 as a result of moving the police officers to a step program which resulted in an average 8% increase in salaries.
 - Public Works expenses increased \$457,870 as a result of adding a park maintenance position and moving the administrative support position from Community Services Administration to Public Works.

Changes in fund balances for the other governmental funds can be described as follows:

- The ending fund balance for the Capital Improvement Fund increased \$820,016. Revenue increased \$931,734 primarily due to the receipt of ARPA funds to cover projects and the receipt of a grant for the Mosley Road project. Expenses increased \$692,765 with a lot of this due to the completion of Mosely Road.
- The Parks & Stormwater Fund was created at the end of FY2021, so FY2022 was the first full year. For FY2023 the fund increased \$1,150,132 due to an increase in revenue and projects are still starting to ramp up.
- Public Safety Sales Tax Fund increased \$224,350 for an ending fund balance of \$2,540,839. This increase was just slightly more than the increase from the previous year due to an increase in sales tax and interest.
- Nonmajor funds include the Sewer Lateral Fund, the Debt Fund and Police Building Fund. These funds decreased \$284,928 from last year mainly due to the payment for the Defeasance for the GO Bonds.

Proprietary Funds

The City maintains an Enterprise Fund to reflect the operations at its Municipal Golf Course and Ice Arena. For 2023, the Enterprise Fund sustained an operating loss of \$113,200 including depreciation of \$305,902 and amortization of \$9,910. Operating expenditures without depreciation and amortization of \$1,286,876 were \$173,949 less than operating revenues of \$1,460,895. Operating revenues increased in all divisions with the Golf Course revenues of \$117,171 making up most of the increase.

Overall operating expenses increased by \$119,738 (not including depreciation) due to an increase in personnel costs, an increase in the building maintenance and increase in the watering at the Golf Course.

There is also a prior year adjustment of \$7,212 due to GASB 87 implementation of leases in FY2022. The City is the lessor for the Crown Tower lease which was not recognized last year which resulted the prior year adjustment.

CITY OF CREVE COEUR, MISSOURI
MANAGEMENT'S DISCUSSION AND ANALYSIS (Continued)

Fiduciary Funds

The City maintains Pension Trust Funds for monies received and held for the benefit of others for the following purposes:

- Employees' pension and retirement fund.

During fiscal year ended June 30, 2023, assets for the fiduciary funds increased \$1,486,488 (to \$30,525,855) from fiscal year ended 2022. This is due to a gain on Actuarial Value of Assets.

Capital Assets

At June 30, 2023, the City has invested \$125,708,737 in a broad range of capital assets, including land, buildings, park facilities, machinery and equipment, and infrastructure which has been depreciated by \$72,883,760. Depreciation and Amortization expense for the year ended June 30, 2023 amounted to \$4,489,301.

**Capital Assets, Net of Depreciation
June 30, 2023 and 2022**

	Governmental Activities		Business-type Activities		Totals	
	2023	2022	2023	2022	2023	2022
Capital assets, net of depreciation						
Land	\$ 8,311,027	8,311,027	637,500	637,500	8,948,527	8,948,527
Right of way	157,602	157,602	-	-	157,602	157,602
Construction in progress	1,843,748	2,531,830	-	-	1,843,748	2,531,830
Buildings and improvements	12,299,997	12,049,194	1,595,102	1,850,216	13,895,099	13,899,410
Equipment, Furniture, and Fixtures	572,844	626,974	105,166	138,633	678,010	765,607
Vehicles	692,757	430,420	3,474	-	696,231	430,420
Infrastructure	26,494,685	26,165,700	-	-	26,494,685	26,165,700
Intangible capital assets, net of amortization						
Equipment	-	-	111,075	-	111,075	-
Total	<u>\$ 50,372,660</u>	<u>50,272,747</u>	<u>2,452,317</u>	<u>2,626,349</u>	<u>52,824,977</u>	<u>52,899,096</u>

Additional information on the City's capital assets can be found in Note 6 in the notes to the basic financial statements.

CITY OF CREVE COEUR, MISSOURI
MANAGEMENT'S DISCUSSION AND ANALYSIS (Continued)

Long-term Debt

At June 30, 2023, the City had outstanding long-term debt obligations for governmental activities in the amount of \$8,201,072 compared to \$9,174,461 in 2022. FY2023 included a defeasance of \$575,000 to reduce the principal balance.

The City's governmental activities debt is detailed below:

Outstanding Long-term Debt Obligations
June 30, 2023 and 2022

	Governmental Activities		Business-type Activities		Totals		Percent Change
	2023	2022	2023	2022	2023	2022	
General obligation							
bonds	\$ 7,525,000	8,570,000	-	-	7,525,000	8,570,000	-12%
Plus - Premium	143,588	154,095	-	-	143,588	154,095	-7%
	<u>7,668,588</u>	<u>8,724,095</u>	<u>-</u>	<u>-</u>	<u>7,668,588</u>	<u>8,724,095</u>	-12%
Leases payable	-	-	111,635	-	111,635	-	100%
Compensated							
absences	<u>532,484</u>	<u>450,366</u>	<u>14,814</u>	<u>16,803</u>	<u>547,298</u>	<u>467,169</u>	17%
Total	<u>\$ 8,201,072</u>	<u>9,174,461</u>	<u>126,449</u>	<u>16,803</u>	<u>8,327,521</u>	<u>9,191,264</u>	-9%

Additional information on the City's long-term debt can be found in Note 11 in the notes to the basic financial statements.

General Fund Budgetary Highlights

The General Fund ended the year with a budget basis operating surplus of \$2,020,230, \$716,627 more than FY2022.

Other financing sources and uses netted an increase in budgetary fund balance of \$557,341 for FY2023, but \$923,014 of the transfer was to move funds from the Parks and Stormwater Fund and Public Safety Fund. The other financing sources consist of transfers to and from other funds and proceeds from sale of capital assets. The final change in fund balance for FY2023 is a net increase of \$2,577,571.

Overall, the General Fund ended FY2023 with favorable budget variances for expenditures.

Some of the major differences between the original budget and the final budget consist of an increase of \$601,695 in revenues over expenditures. Revenues were \$471,714 less than budget, and Expenditures were \$1,073,409 less than budget. The highlights of these major differences were as follows:

- \$1,851,623 under budget in Intergovernmental revenues due to ARPA
- \$417,814 over in sales tax revenues
- \$979,833 over in utility revenue

CITY OF CREVE COEUR, MISSOURI
MANAGEMENT'S DISCUSSION AND ANALYSIS (Continued)

- \$822,498 under budget for Personnel costs as a result of vacant position and the amount of time it has been taking to fill positions
- \$207,079 less in capital items mainly due to issues with receiving equipment that has been ordered

Economic Factors and Next Year's Budget

The City's governmental funds increased during the fiscal year ending June 30, 2023 by \$4,487,141 or 14.2% as a result of revenues coming in higher and expenditures lower than anticipated. In addition to all other Sales Tax revenues being up. The City's governmental expenditures were also up, but that was mainly due to the Parks and Stormwater projects taking off.

The City experienced surpluses from FY2007 through FY2015 which resulted in increases in net position. These increases, especially in FY2008, FY2009, and FY2010, resulted from one-time increases to revenues such as the utility tax rates, telecom revenues, and photo enforcement as well as a one-time lump sum lawsuit settlement. Also building permit revenues were strong initially, but tailed off in FY2009 and FY2010 and are now making its way back up. Historically, expenditures have increased faster than revenues. Retail sales taxes and utility taxes decreased substantially in FY2020 and again in FY2021 as a result of the pandemic, but have increased to the level they were at prior to the pandemic (FY2019). The adoption of a half-cent parks and stormwater sales tax went into effect in FY2021. While none of these funds will go into the General Fund, there has been some financial relief to the General Fund as park maintenance costs can be funded from a transfer from the Parks and Stormwater Fund.

The Gasoline tax will increase over the next 5 years beginning in FY2022 and ending in FY2025 resulting in a 10% increase in revenue each year. Spire also had a rate increase of 7%. Departmental expenditures were less in FY2022 and in FY2023 due to difficulties filling vacant positions but are returning to normal levels. The City is continuously reviewing and updating salary ranges and benefits in order to attract and retain employees, which in turn increases personnel costs. In FY2024, the City will be moving the Legacy Pension Plan to LAGERS and adding a .75% COLA going back to 2002 and a .5% COLA every year moving forward. With stagnant revenues, in addition to increasing expenditures, it is anticipated that future operating deficits will occur in the General Fund if the City does not consider future revenue enhancements.

For FY2024, the City is budgeting the following (in thousands):

	Governmental Funds						Enterprise Fund	Fiduciary Fund
	General Fund	Capital Improvements Fund	Park & Stormwater Improvements Fund	Police Building Fund	Lateral Sewer Fund	Public Safety Sales Tax Fund	Dielman Center	Pension Trust Fund
Revenues	\$ 17,629	\$ 5,575	\$ 3,395	\$ 33	\$ 136	\$ 1,265	\$ 1,396	\$ 2,884
Expenditures	17,008	8,539	4,241	-	118	762	1,314	2,302
Transfers (out) in	(1,116)	2,071	(582)	-	-	(372)	-	-
Fund balance (utilization) increase	\$ (495)	\$ (893)	\$ (1,428)	\$ 33	\$ 18	\$ 131	\$ 82	\$ 582

CITY OF CREVE COEUR, MISSOURI
MANAGEMENT’S DISCUSSION AND ANALYSIS (Continued)

The City budgeted a deficit of \$495,373 in FY2024 for the General Fund. However, for the next five (5) years after FY2024, the City anticipates using reserves to cover the negative net change in fund balance. While the City’s reserves will bridge the gap over the next several years, the City will need to continue to consider additional revenue sources in the future.

The business-type activities will require careful review in the future. Golf revenues were budgeted to start going back down slightly after having a record year in FY2021 during the height of the pandemic and continue to remain above normal. However, the Enterprise revenues have been increasing over the last couple fiscal years due to record golf rounds and an increase in fees. Ice revenues have also picked back up after the restrictions from the pandemic lessened.

Based on the 5-year projections, no transfer of funds from the General Fund to the Enterprise Fund is anticipated.

In order to maintain financial stability in the General Fund, transfers to both the Capital Improvement Fund and Business-type activities need to be closely scrutinized.

Requests for Information

This financial report is designed to provide a general overview of the City's finances for all those with an interest in the City's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to:

Lori Obermoeller
Director of Finance
City of Creve Coeur, Missouri
300 North New Ballas Road
Creve Coeur, Missouri 63141

BASIC FINANCIAL STATEMENTS

CITY OF CREVE COEUR, MISSOURI

STATEMENT OF NET POSITION

June 30, 2023

	Governmental Activities	Business-type Activities	Totals
ASSETS			
Cash, cash equivalents and investments	\$ 34,690,329	\$ 454,123	\$ 35,144,452
Cash, cash equivalents and investments - restricted	3,563,461	-	3,563,461
Receivables (net)			
Governmental agencies	2,193,623	-	2,193,623
Public utility taxes	601,302	-	601,302
Court fines	181,760	-	181,760
Lease	-	367,625	367,625
Interest	108,220	-	108,220
Other	4,405	36,132	40,537
Note receivable	1,210,774	-	1,210,774
Inventories	2,700	3,010	5,710
Prepaid items	14,883	-	14,883
Capital assets			
Land, right of way, and construction in progress	10,312,377	637,500	10,949,877
Other capital assets, net of accumulated depreciation/amortization	40,060,283	1,814,817	41,875,100
Total assets	<u>92,944,117</u>	<u>3,313,207</u>	<u>96,257,324</u>
DEFERRED OUTFLOWS OF RESOURCES			
Deferred amounts related to pensions	789,185	-	789,185
Deferred amounts related to OPEB	202,867	-	202,867
Total deferred outflows of resources	<u>992,052</u>	<u>-</u>	<u>992,052</u>
 Total assets and deferred outflows of resources	 <u>93,936,169</u>	 <u>3,313,207</u>	 <u>97,249,376</u>

This statement is continued on the following page.

CITY OF CREVE COEUR, MISSOURI

STATEMENT OF NET POSITION (Continued)

June 30, 2023

	Primary Government		
	Governmental Activities	Business-type Activities	Totals
LIABILITIES			
Accounts payable	699,137	59,281	758,418
Accrued interest	71,862	-	71,862
Accrued liabilities	361,277	24,230	385,507
Escrow payables	2,333,899	-	2,333,899
Court bonds payable	16,415	-	16,415
Unearned revenue	3,218,987	19,873	3,238,860
Long-term liabilities			
Due within one year	938,743	42,168	980,911
Due in more than one year	7,262,329	84,281	7,346,610
Due in more than one year - net pension liability	5,827,123	-	5,827,123
Due in more than one year - total other post-employment benefits liability	2,350,298	-	2,350,298
Total liabilities	23,080,070	229,833	23,309,903
DEFERRED INFLOWS OF RESOURCES			
Deferred amounts related to pensions	438,468	-	438,468
Deferred amounts related to OPEB	439,711	-	439,711
Deferred amounts related to leases	-	353,660	353,660
Total deferred inflows of resources	878,179	353,660	1,231,839
 Total liabilities and deferred inflows of resources	 23,958,249	 583,493	 24,541,742
NET POSITION			
Net investment in capital assets	43,479,515	2,340,682	45,820,197
Restricted			
Sewer lateral	285,953	-	285,953
Public safety	2,540,839	-	2,540,839
Parks and stormwater	4,138,824	-	4,138,824
Debt service	462,793	-	462,793
Capital projects	3,823,782	-	3,823,782
Opioid settlement	20,336	-	20,336
Unrestricted	15,225,878	389,032	15,614,910
 Total net position	 \$ 69,977,920	 \$ 2,729,714	 \$ 72,707,634

See notes to financial statements.

CITY OF CREVE COEUR, MISSOURI

STATEMENT OF ACTIVITIES

For the Year Ended June 30, 2023

FUNCTIONS/PROGRAMS	Program Revenues				Net Revenues (Expenses) And Changes in Net Position		
	Expenses	Charges For Services	Operating Grants And Contributions	Capital Grants And Contributions	Governmental Activities	Business-type Activities	Total
Primary Government							
Government activities							
General government	\$ 3,610,281	\$ 630,503	\$ -	\$ -	\$ (2,979,778)	\$ -	\$ (2,979,778)
Public safety	7,791,880	560,935	113,606	-	(7,117,339)	-	(7,117,339)
Public works	7,587,697	73,392	1,962,165	829,082	(4,723,058)	-	(4,723,058)
Community development	1,166,553	1,081,868	-	-	(84,685)	-	(84,685)
Interest and amortization of deferred charges on long-term debt	241,156	-	-	-	(241,156)	-	(241,156)
Total governmental activities	20,397,567	2,346,698	2,075,771	829,082	(15,146,016)	-	(15,146,016)
Business-type activities							
Recreation center	1,637,709	1,460,825	-	-	-	(176,884)	(176,884)
Total primary government	<u>\$ 22,035,276</u>	<u>\$ 3,807,523</u>	<u>\$ 2,075,771</u>	<u>\$ 829,082</u>	<u>(15,146,016)</u>	<u>(176,884)</u>	<u>(15,322,900)</u>
General Revenues and Transfers							
Taxes:							
Property					1,843,170	-	1,843,170
Sales tax					11,845,836	-	11,845,836
Utility					6,372,856	-	6,372,856
Other					29,262	-	29,262
American recovery plan					660,111	-	660,111
Investment income					206,588	15,108	221,696
Gain on sales of capital assets					53,284	-	53,284
Miscellaneous					201,813	-	201,813
Transfers					(48,576)	48,576	-
Total general revenues and transfers					<u>21,164,344</u>	<u>63,684</u>	<u>21,228,028</u>
Change in net position					6,018,328	(113,200)	5,905,128
Net position, beginning of year					63,959,592	2,835,702	66,795,294
Prior year adjustment					-	7,212	7,212
Restated net position, beginning of year					<u>63,959,592</u>	<u>2,842,914</u>	<u>66,802,506</u>
Net position, end of year					<u>\$ 69,977,920</u>	<u>\$ 2,729,714</u>	<u>\$ 72,707,634</u>

See notes to financial statements.

CITY OF CREVE COEUR, MISSOURI

BALANCE SHEET - GOVERNMENTAL FUNDS

June 30, 2023

	Major Funds				Nonmajor Funds	Total
	General Fund	Capital Improvement Fund	Parks and Stormwater Fund	Public Safety Fund	Other Governmental Funds	Governmental Funds
ASSETS						
Cash, cash equivalents and investments	\$ 23,342,421	\$ 4,452,278	\$ 3,765,468	\$ 2,380,879	\$ 749,283	\$ 34,690,329
Cash, cash equivalents and investments - restricted	2,404,340	-	-	-	1,159,121	3,563,461
Receivables (net)						
Government agencies	1,084,630	433,906	441,410	206,540	27,137	2,193,623
Public utility taxes	601,302	-	-	-	-	601,302
Court fines	181,760	-	-	-	-	181,760
Interest	108,220	-	-	-	-	108,220
Other	4,405	-	-	-	-	4,405
Note receivable	1,210,774	-	-	-	-	1,210,774
Inventories	2,700	-	-	-	-	2,700
Prepaid items	14,883	-	-	-	-	14,883
Total assets	<u>\$ 28,955,435</u>	<u>\$ 4,886,184</u>	<u>\$ 4,206,878</u>	<u>\$ 2,587,419</u>	<u>\$ 1,935,541</u>	<u>\$ 42,571,457</u>
LIABILITIES						
Accounts payable	\$ 384,411	\$ 204,500	\$ 63,646	\$ 46,580	\$ -	\$ 699,137
Accrued liabilities	351,574	4,758	4,408	-	537	361,277
Escrow payables	2,333,899	-	-	-	-	2,333,899
Court bonds payable	16,415	-	-	-	-	16,415
Unearned revenues	1,955,031	1,236,819	-	-	-	3,191,850
Total liabilities	<u>5,041,330</u>	<u>1,446,077</u>	<u>68,054</u>	<u>46,580</u>	<u>537</u>	<u>6,602,578</u>
DEFERRED INFLOWS OF RESOURCES						
Unavailable revenues						
Property taxes	16,287	-	-	-	27,137	43,424
Court	135,617	-	-	-	-	135,617
Total deferred inflows of resources	<u>151,904</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>27,137</u>	<u>179,041</u>
FUND BALANCES						
Nonspendable						
Inventories	2,700	-	-	-	-	2,700
Prepaid items	14,883	-	-	-	-	14,883
Note receivable	1,210,774	-	-	-	-	1,210,774
Restricted						
Public safety	-	-	-	2,540,839	-	2,540,839
Sewer lateral	-	-	-	-	285,953	285,953
Parks and stormwater	-	-	4,138,824	-	-	4,138,824
Debt service	-	-	-	-	462,793	462,793
Capital projects	-	3,440,107	-	-	1,159,121	4,599,228
Opioid settlement	20,336	-	-	-	-	20,336
Committed for						
Capital projects	3,000,000	-	-	-	-	3,000,000
Assigned to						
Subsequent budget	495,373	-	-	-	-	495,373
Unassigned	19,018,135	-	-	-	-	19,018,135
Total fund balances	<u>23,762,201</u>	<u>3,440,107</u>	<u>4,138,824</u>	<u>2,540,839</u>	<u>1,907,867</u>	<u>35,789,838</u>
Total liabilities, deferred inflows of resources, and fund balances	<u>\$ 28,955,435</u>	<u>\$ 4,886,184</u>	<u>\$ 4,206,878</u>	<u>\$ 2,587,419</u>	<u>\$ 1,935,541</u>	<u>\$ 42,571,457</u>

See notes to financial statements.

CITY OF CREVE COEUR, MISSOURI

**RECONCILIATION OF THE FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE GOVERNMENTAL ACTIVITIES IN THE STATEMENT OF NET POSITION**

June 30, 2023

Total Fund Balances - Governmental Funds	\$ 35,789,838
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Amounts reported for governmental activities in the statement
of net position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the governmental funds. The cost of the assets is \$116,365,012 and the accumulated depreciation/amortization is \$65,992,352.	50,372,660
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Other long-term assets are not available to pay for current period
expenditures and, therefore, are deferred in the governmental funds:

Unavailable revenues	151,904
OPEB-related deferred outflows	202,867
OPEB-related deferred inflows	(439,711)
Pension-related deferred outflows	416,227
Pension-related deferred inflows	(11,353)
Pension-related deferred outflows - LAGERS	372,958
Pension-related deferred inflows - LAGERS	(427,115)

Certain liabilities are not due and payable in the current period from
current financial resources, and therefore are not reported in the
governmental funds:

Accrued compensated absences	(532,484)
Accrued interest on outstanding debt	(71,862)
Net pension liability	(5,292,819)
Net pension liability - LAGERS	(534,304)
Other post-employment benefits liability	(2,350,298)
Bonds payable	(7,525,000)
Unamortized bond premium	(143,588)

Total Net Position of Governmental Activities	\$ 69,977,920
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See notes to financial statements.

CITY OF CREVE COEUR, MISSOURI

**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCES - GOVERNMENTAL FUNDS**

For the Year Ended June 30, 2023

	Major Funds				Nonmajor funds	
	General Fund	Capital Improvement Tax Fund	Parks and Stormwater Fund	Public Safety Fund	Other Governmental Funds	Total Governmental Funds
REVENUES						
General property and sales taxes	\$ 6,465,404	\$ 2,291,906	\$ 2,685,791	\$ 1,170,174	\$ 939,484	\$ 13,552,759
Public utility licenses	6,700,135	-	-	-	-	6,700,135
Other taxes	-	-	-	-	135,551	135,551
Licenses and permits	1,369,023	-	-	-	-	1,369,023
Municipal facilities	66,694	-	-	-	-	66,694
Intergovernmental	2,079,234	1,489,193	-	-	-	3,568,427
Fines, forfeitures, and charges for services	519,705	-	-	-	-	519,705
Investment income (loss)	(66,028)	63,113	93,435	60,202	55,866	206,588
Miscellaneous	212,686	7,564	92,059	-	-	312,309
Total revenues	17,346,853	3,851,776	2,871,285	1,230,376	1,130,901	26,431,191
EXPENDITURES						
Current						
General government	3,448,559	-	-	-	-	3,448,559
Public safety	6,909,399	-	-	534,105	-	7,443,504
Public works	3,451,594	138,788	121,624	-	108,158	3,820,164
Community development	1,198,265	-	-	-	-	1,198,265
Capital outlay	318,806	3,309,972	1,107,331	41,105	-	4,777,214
Debt service						
Principal	-	-	-	-	1,045,000	1,045,000
Interest	-	-	-	-	247,384	247,384
Bond issuance costs and other	-	-	-	-	15,287	15,287
Total expenditures	15,326,623	3,448,760	1,228,955	575,210	1,415,829	21,995,377
REVENUES OVER (UNDER) EXPENDITURES	2,020,230	403,016	1,642,330	655,166	(284,928)	4,435,814
OTHER FINANCING SOURCES (USES)						
Transfers in	923,014	400,000	-	-	-	1,323,014
Transfers out	(400,000)	-	(492,198)	(430,816)	-	(1,323,014)
Proceeds from sales of capital assets	34,327	17,000	-	-	-	51,327
Total other financing sources (uses)	557,341	417,000	(492,198)	(430,816)	-	51,327
NET CHANGE IN FUND BALANCES	2,577,571	820,016	1,150,132	224,350	(284,928)	4,487,141
FUND BALANCES, BEGINNING OF YEAR	21,184,630	2,620,091	2,988,692	2,316,489	2,192,795	31,302,697
FUND BALANCES, END OF YEAR	\$ 23,762,201	\$ 3,440,107	\$ 4,138,824	\$ 2,540,839	\$ 1,907,867	\$ 35,789,838

See notes to financial statements.

CITY OF CREVE COEUR, MISSOURI

RECONCILIATION OF THE GOVERNMENTAL FUNDS STATEMENT OF REVENUES,
EXPENDITURES, AND CHANGES IN FUND BALANCES TO THE GOVERNMENTAL
ACTIVITIES IN THE STATEMENT OF ACTIVITIES

For the Year Ended June 30, 2023

Net Change in Fund Balances - Governmental Funds	\$ 4,487,141
Amounts reported for governmental activities in the statement of activities are different because:	
Capital outlays are reported in the governmental funds as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlays over the capitalization threshold of (\$4,215,766) exceeded the depreciation and amortization (\$4,084,761) in the current period.	131,005
The net effect of various transactions involving capital assets:	
Cost of disposals, net of accumulated depreciation	(27,618)
Transfer of assets	(3,474)
Revenues in the statement of activities that do not provide current financial resources are not reported in the governmental funds financial statements:	
Increase in unavailable revenues	9,571
The governmental funds report bond proceeds as an other financing source, while repayment of bond principal is reported as an expenditure. In the statement of net position, however, issuing debt increases long-term liabilities and does not affect the statement of activities. Similarly, repayment of principal is an expenditure in the governmental funds financial statements but reduces the long-term liability in the statement of net position. Also, the governmental funds report the effect of premiums, discounts and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities.	
Repayment of bond principal	1,045,000
Amortization of bond premium	10,507
	<u>1,055,507</u>
Under the modified accrual basis of accounting used in the governmental funds financial statements, expenditures are not recognized for transactions that are not normally paid with expendable available financial resources. In the statement of activities, however, which is presented on the accrual basis of accounting, expenses and liabilities are reported regardless of when financial resources are available. The net changes of these items are:	
Accrued compensated absences	(82,118)
Accrued interest on bonds	10,690
Other post-employment benefits	87,474
Pension expense	330,447
Pension expense - LAGERS	19,703
	<u>6,018,328</u>
Change in Net Position of Governmental Activities	\$ 6,018,328

See notes to financial statements.

CITY OF CREVE COEUR, MISSOURI

STATEMENT OF NET POSITION - ENTERPRISE FUND

June 30, 2023

ASSETS

Current assets

Cash and cash equivalents	\$ 454,123
Accounts receivable	36,132
Lease receivable	367,625
Inventories	3,010
Total current assets	<u>860,890</u>

Capital assets

Land	637,500
Other capital assets, net of accumulated depreciation	1,814,817
Total noncurrent assets	<u>2,452,317</u>

Total assets	<u>3,313,207</u>
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LIABILITIES

Current liabilities

Accounts payable	59,281
Current portion of lease payable	27,936
Accrued liabilities	38,462
Unearned revenues	19,873
Total current liabilities	<u>145,552</u>

Noncurrent liabilities

Compensated absences payable	582
Lease payable	83,699
Total noncurrent liabilities	<u>84,281</u>

Total liabilities	<u>229,833</u>
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DEFERRED INFLOWS

Leases	<u>353,660</u>
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Total deferred inflows	<u>353,660</u>
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NET POSITION

Net investment in capital assets	2,340,682
Unrestricted	<u>389,032</u>

Total net position	<u>\$ 2,729,714</u>
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See notes to financial statements.

CITY OF CREVE COEUR, MISSOURI

**STATEMENT OF REVENUES, EXPENSES, AND
CHANGES IN NET POSITION - ENTERPRISE FUND**

For the Year Ended June 30, 2023

OPERATING REVENUES	
Food service	\$ 62,120
Golf course	613,333
Ice arena	<u>785,372</u>
Total operating revenues	<u>1,460,825</u>
OPERATING EXPENSES	
Food service	57,739
Golf course	602,083
Ice arena	627,054
Depreciation	305,902
Amortization	<u>9,910</u>
Total operating expenses	<u>1,602,688</u>
OPERATING INCOME (LOSS)	<u>(141,863)</u>
NONOPERATING REVENUE (EXPENSES)	
Investment income	15,108
Interest expense	(7,239)
Loss on the disposal of capital assets	<u>(27,782)</u>
Total nonoperating revenues (expenses)	<u>(19,913)</u>
LOSS BEFORE CAPITAL CONTRIBUTIONS	(161,776)
Capital contributions	<u>48,576</u>
CHANGE IN NET POSITION	<u>(113,200)</u>
NET POSITION, BEGINNING OF YEAR	2,835,702
PRIOR YEAR ADJUSTMENTS	<u>7,212</u>
RESTATED NET POSITION, BEGINNING OF YEAR	<u>2,842,914</u>
NET POSITION, END OF YEAR	<u><u>\$ 2,729,714</u></u>

See notes to financial statements.

CITY OF CREVE COEUR, MISSOURI

STATEMENT OF CASH FLOWS - ENTERPRISE FUND

For the Year Ended June 30, 2023

Cash flows from operating activities

Receipts from customers and users	\$ 1,485,209
Payments to suppliers	(549,893)
Payments to employees	<u>(729,923)</u>

Net cash provided from operating activities	<u>205,393</u>
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Cash flows from capital and related financing activities

Principal payments lease	(9,350)
Interest expense	<u>(7,239)</u>

Net cash used by capital and related financing activities	<u>(16,589)</u>
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Cash flows provided by investing activities

Interest received on investments	<u>8,355</u>
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CHANGE IN CASH AND CASH EQUIVALENTS	197,159
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CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	<u>256,964</u>
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CASH AND CASH EQUIVALENTS, END OF YEAR	<u><u>\$ 454,123</u></u>
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See notes to financial statements.

CITY OF CREVE COEUR, MISSOURI

STATEMENT OF CASH FLOWS - ENTERPRISE FUND (Continued)

For the Year Ended June 30, 2023

**RECONCILIATION OF OPERATING INCOME (LOSS) TO NET
CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES**

Operating income (loss)	<u>\$ (141,863)</u>
Adjustments to reconcile operating income (loss) to net cash provided by (used in) operating activities	
Depreciation/amortization	315,812
(Increase) decrease in	
Service receivable	22,868
Inventories	995
Increase (decrease) in	
Accounts payable	12,456
Accrued liabilities	(4,822)
Compensated absences	(1,569)
Unearned revenues	<u>1,516</u>
Total adjustments	<u>347,256</u>
Net cash provided by operating activities	<u><u>\$ 205,393</u></u>

NONCASH INVESTING, CAPITAL, AND FINANCING ACTIVITIES

Issuance of lease	\$ 383,064
Right to use assets related to leases	120,985
Capital contribution - Govenmental activities	48,576
Trade-in allowance	<u>3,000</u>
Total noncash investing, capital, and financing activities	<u><u>\$ 555,625</u></u>

See notes to financial statements.

CITY OF CREVE COEUR, MISSOURI

STATEMENT OF FIDUCIARY NET POSITION

June 30, 2023

	Pension Trust Fund
ASSETS	
Investments	
Money market funds	\$ 1,964,854
Equity mutual funds	3,170,036
Exchange traded funds	9,787,747
Corporate bonds	1,287,040
Taxable municipal obligations	568,066
U.S. government and agency securities	13,748,111
Total assets	30,525,854
NET POSITION RESTRICTED	
Restricted for pension benefits	\$ 30,525,854

See notes to financial statements.

CITY OF CREVE COEUR, MISSOURI

STATEMENT OF CHANGE IN FIDUCIARY NET POSITION

For the Year Ended June 30, 2023

	Pension Trust Fund
ADDITIONS	
Investment income	
Interest and dividends earned	\$ 922,617
Net appreciation in fair value of investments	1,759,616
Total investment income	2,682,233
Less: investment management and custodial fees	59,135
Net investment income	2,623,098
Employee contributions	79,212
Employer contributions	965,204
Total additions	3,667,514
DEDUCTIONS	
Benefit payments	2,161,318
Administrative expenses	19,709
Total deductions	2,181,027
CHANGE IN NET POSITION	1,486,487
NET POSITION RESTRICTED FOR PENSION BENEFITS, BEGINNING OF YEAR	29,039,367
NET POSITION RESTRICTED FOR PENSION BENEFITS, END OF YEAR	<u><u>\$ 30,525,854</u></u>

See notes to financial statements.

CITY OF CREVE COEUR, MISSOURI

NOTES TO FINANCIAL STATEMENTS

June 30, 2023

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The significant accounting policies applied by the City of Creve Coeur Missouri (the City') in the preparation of the accompanying combined financial statements are summarized below:

A. The Financial Reporting Entity

The financial statements of the City include the financial activities of the City and any component units, entities which are financially accountable to the City. The City has one fiduciary component unit, the Retirement Plan for Employees of the City of Creve Coeur Hired Before June 1, 2006, which is reported as a Pension Trust Fund, whose financial information has been included within the accompanying financial statements. The Plan functions for the benefit of these employees and are governed by a Board of Trustees (see Note 9) in which the City Council has controlling interest of the Board. The Plan does not issue separate stand-alone financial reports.

B. Government-wide and Fund Financial Statements

The government-wide financial statements (i.e., statement of net position and statement of activities) report information on all the nonfiduciary activities of the primary government. The activities) report information on all the nonfiduciary activities of the primary government. The effect of interfund activity has been removed from these statements, with the exception of interfund services provided and used. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include: 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and a major individual Enterprise Fund are reported as separate columns in the fund financial statements.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental funds financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be measurable and available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, are recorded only when payment is due (i.e., matured).

Property taxes, franchise taxes, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of special assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the City.

The City reports the following major governmental funds:

General Fund - This fund is the general operating fund of the City. It is used to account for all financial resources except those accounted for in another fund.

Capital Improvement Fund - This fund is used to account for financial resources to be used for the acquisition, construction, or improvements of major capital facilities and infrastructure (other than those financed by proprietary funds and trust funds).

Parks and Stormwater Fund - This fund is used to account for a ½ cent sales tax dedicated to only parks and stormwater control. The funds will be used for capital improvements per the City's parks master plan and stormwater plan, and maintenance of the City's parks and stormwater facilities.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation
(Continued)

Public Safety Fund - This fund is used to account for ½ percent sales tax to be used for improving police and public safety. The City has voluntarily designated this fund as a major fund.

The City reports the following major proprietary fund:

Recreation Fund - This fund is used to account for the operations of the City's food service, public golf course, and ice arena.

Additionally, the City reports the following fiduciary fund:

Pension Trust Fund - This fund is used to account for assets held in a trustee capacity for the City's eligible employees.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are payments-in-lieu of taxes and other charges and various other functions of the City. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Amounts reported as program revenues include: 1) charges to customers or applicants for goods, services, or privileges provided; 2) operating grants and contributions; and 3) capital grants and contributions. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operation. The principal operating revenues of the Enterprise Fund are charges to customers for sales and services. Operating expenses for the Enterprise Fund include the costs of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

D. Fund Balance Classification and Policies

The fund balance amounts are reported in the following applicable categories listed from the most restrictive to the least restrictive:

Nonspendable - The portion of fund balance that is not in a spendable form or is required to be maintained intact.

Restricted - The portion of fund balance that is subject to external restrictions and constrained to specific purposes imposed by agreement, through constitutional provisions, or by enabling legislation.

Committed - The portion of fund balance with constraints or limitations by formal action (ordinance) of the City Council, the highest level of decision-making authority.

Assigned - The portion of fund balance that the City intends to use for a specific purpose as determined by the Mayor and City Council officials to which the Mayor and City Council have designated authority. At this time, no city official is empowered to assign fund balance without City Council approval.

Unassigned - Amounts that are available for any purpose; these positive amounts are reported only in the General Fund.

The fund balance of the City's General Fund has been accumulated to provide stability and flexibility to respond to unexpected adversity and/or opportunities. The target is to maintain a rolling beginning unassigned fund balance of not less than 33.33% (4 months) of average annual operating expenditures for the prior two fiscal years.

When both restricted and unrestricted resources are available, the City will spend the most restricted amounts before the least restricted. The order in the use of funds therefore would be restricted, committed, assigned, and unassigned.

E. Net Position

Net position represents the difference between assets and deferred outflows and liabilities and deferred inflows. Net investment in capital assets consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowings used for the acquisition, construction, or improvement of those assets. Net position is reported as restricted when there are limitations imposed on their use either through the enabling legislation adopted by the City or through external restrictions imposed by creditors, granters or laws or regulations of other governments.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

E. Net Position (Continued)

At June 30, 2023, \$285,953 was restricted by enabling legislation for residential sewer lateral repairs, \$2,540,839 was restricted for public safety, \$4,138,824 was restricted for parks and stormwater, \$462,793 was restricted for debt service, and \$3,823,782 was restricted for capital projects. All remaining net position is reported as unrestricted. The City applies restricted resources first when an expense is incurred for purposes for which both restricted and unrestricted net position is available.

F. Interfund Activity

Interfund transfers (if applicable) are reported as other financing sources/uses in governmental funds. interfund receivables and payables are eliminated in the statement of net position to reduce the "grossing up" effect on assets and liabilities within the governmental activities column.

G. Cash, Cash Equivalents, and Investments

The City considers all highly liquid debt instruments purchased with an original maturity of three months or less to be cash equivalents. State statutes authorize the City to invest in obligations of the U.S. Treasury, federal agencies, commercial paper, collateralized public deposits (certificates of deposit), banker's acceptances, local government investment pools, and repurchase agreements. Pension Funds may invest in mutual funds.

Investments are stated at fair value. The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

H. Restricted Assets

The following assets are classified as restricted on the balance sheet and the statement of net position:

- Certain proceeds from general obligation bonds whose use is limited by applicable bond covenant and restrictions.
- Court bonds and escrow assets which are payable to third parties.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

I. Allowance for Doubtful Accounts

Court fines are shown net of an allowance for uncollectible accounts of \$135,617.

J. Inventories

Inventories are recorded at cost, which approximates market on the first-in, first-out basis. Governmental fund type inventory is recorded as an expenditure when it is consumed rather than when purchased.

K. Prepaid Items

Payments made to vendors for services that will benefit periods beyond the fiscal year-end are recorded as prepaid items. Prepaid items are recorded as expenditures when consumed rather than when purchased. Prepaid items are equally offset by a fund balance reserve which indicates that they do not constitute "available spendable resources" even though they are a component of net current assets.

L. Capital Assets

Capital assets, which include property, equipment, and infrastructure (e.g., roads, bridges, sidewalks, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements and the enterprise fund in the fund financial statements. Capital assets are defined by the City as assets with an initial cost of more than \$5,000 for governmental activities and \$750 for business-type activities and/or the enterprise fund and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated acquisition value at the date of donation.

The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend assets' lives are not capitalized.

Depreciation is being computed on the straight-line method, using asset lives as follows:

Assets	Years
Infrastructure	20-30
Buildings and improvements	15-40
Equipment, furniture, and fixtures	3-15
Vehicles	3-10

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

M. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element represents a consumption of net assets that applies to a future period(s) and will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element represents an acquisition of net assets that applies to a future period(s) and will not be recognized as an inflow of resources (revenue) until that time. The City has one type of item, which arises only under a modified accrual basis of accounting, that qualifies for reporting in this category. Accordingly, the item, unavailable revenues, is reported only in the governmental funds balance sheet. The governmental funds report unavailable revenues from various sources. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available.

In the government-wide financial statements, components of pension expense that are recognized over a period of time are classified as either deferred outflows of resources (using plan assets that are applicable to a future period) or deferred inflows of resources (acquiring plan assets that are applicable to a future reporting period). Employer contributions subsequent to the measurement date of the net pension liability are required to be reported as deferred outflows of resources.

N. Pensions

The City records a net pension (asset) liability in the government-wide financial statements for defined benefit plans. The (asset) liability is calculated as the portion of the present value of projected benefit payments to be provided through the pension plan to current active and inactive employees that is attributed to those employees' past periods of service (total pension liability), less the amount of the pension plan's fiduciary net position.

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Missouri Local Government Employees Retirement System (LAGERS) and additions to/deductions from LAGERS fiduciary net position have been determined on the same basis as they are reported by LAGERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Details of the City's defined benefit plans are provided in Note 9 and 10.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

O. Vacation and Sick Leave

Under terms of the City's personnel policy, employees are granted vacations based on length of service. Vacations accrue on January 1 of each year. Upon termination, the employee is paid for unused vacation. Sick leave is accumulated based upon length of service and is available only to provide compensation during periods of illness. No portion of sick leave is payable to the employee upon termination. Vested or accumulated vacation leave accrued at year-end is expected to be used by the employee during the following fiscal year. Accrued vacation is recorded in the government-wide and proprietary fund financial statements. A liability for these amounts is reported in governmental funds only if they have matured.

P. Long-Term Obligations

In the government-wide financial statements and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the straight-line method. Bonds payable are reported net of the applicable bond premium or discount.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance cost, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Q. Interfund Transactions

Transfers of resources from a fund receiving revenue to the fund through which the resources are to be expended are recorded as transfers. Such transfers are reported as other financing sources (uses) in the governmental fund types and transfers in the proprietary fund type.

Elimination of interfund activity has been made for governmental activities in the government-wide financial statements.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

R. Use of Estimates

The preparation of basic financial statements in conformity with accounting principles generally accepted in the United States of America (GAAP) requires management to make estimates and assumptions that affect the amounts reported in the basic financial statements and the accompanying notes. Actual results could differ from those estimates.

S. Prior Period Adjustments

The City recorded prior period adjustments and restated net position as of June 30, 2022. These adjustments were made to correct the implementation of GASB Statement No.87 Lease. The change was made to the beginning of the Enterprise fund balance for the increase of \$7,212.

It was determined that the Olive Boulevard Transportation Development District fund did not meet the definition of a custodial fund. Therefore the prior year assets and liabilities of \$460,056 were deleted and the custodial fund was removed from the City's financial statements.

2. CASH, CASH EQUIVALENTS, AND INVESTMENTS

A. Deposits

Custodial credit risk for deposits is the risk that in the event of a bank failure, the City's deposits may not be returned, or the City will not be able to recover collateral securities in the possession of an outside party. The City's bank deposits are required by state law to be secured by the deposit of certain securities specified at RSMo 30.270 with the City or trustee institution. The value of the securities must amount to the total of the City's cash not insured by the Federal Deposit Insurance Corporation.

As of June 30, 2023, the City's bank balances were entirely secured or collateralized with securities held by the City or by its agent in the City's name or by a letter of credit.

The City participates in the Missouri Securities Investment Program (MOSIP). MOSIP is an external investment pool in which the City's monies are pooled with other entities' monies to purchase investments that are permitted by state statutes. The City's monies are used to purchase a pro-rata share of the pool. A board of directors provides governance and oversight of MOSIP's operations. The Board seeks to maintain a stable net position value of \$1 per share.

CITY OF CREVE COEUR, MISSOURI
NOTES TO FINANCIAL STATEMENTS (Continued)

2. CASH, CASH EQUIVALENTS, AND INVESTMENTS (Continued)

B. Investments

As of June 30, 2023, the City had the following investments:

	Fair Value	Maturities					Credit Risk
		No Maturity	Less than One Year	1 - 5 Years	6 - 10 Years	More than 10 years	
Primary Government							
Money market	\$ 46,187	\$ 46,187	\$ -	\$ -	\$ -	\$ -	N/A
Negotiable certificates of deposit	24,176,512	-	4,936,910	19,239,602	-	-	N/A
Federal agency bonds	10,147,544	-	388,020	9,759,524	-	-	AA+
External investment pool	22	-	22	-	-	-	N/A
Total primary government	34,370,265	46,187	5,324,952	28,999,126	-	-	
Fiduciary Fund							
Money market							
mutual funds	1,964,854	1,964,854	-	-	-	-	N/A
Exchange traded funds	9,787,747	9,787,747	-	-	-	-	N/A
Equity mutual funds	3,170,036	3,170,036	-	-	-	-	N/A
Corporate bonds	56,108	-	-	56,108	-	-	AAA
Corporate bonds	79,144	-	-	48,153	-	30,991	AA
Corporate bonds	361,750	-	70,108	232,951	-	58,691	A
Corporate bonds	469,361	-	113,764	355,597	-	-	BBB
Mortgage bonds	320,677	-	-	36,500	7,117	277,060	N/A
Taxable municipal obligations	403,635	-	73,969	329,666	-	-	AA
Taxable municipal obligations	164,431	-	-	164,431	-	-	A
U.S. government and agency securities	13,575,895	-	13,122,590	453,305	-	-	N/A
U.S. government and agency securities	123,345	-	-	123,345	-	-	AAA
U.S. government and agency securities	48,871	-	48,871	-	-	-	AA
Total fiduciary fund	30,525,854	14,922,637	13,429,302	1,800,056	7,117	366,742	
Total investments	\$ 64,896,119	\$ 14,968,824	\$ 18,754,254	\$ 30,799,182	\$ 7,117	\$ 366,742	

CITY OF CREVE COEUR, MISSOURI
NOTES TO FINANCIAL STATEMENTS (Continued)

2. CASH, CASH EQUIVALENTS, AND INVESTMENTS (Continued)

B. Investments (Continued)

The City has the following recurring fair value measurements as of June 30, 2023:

Investments	Fair Value	Level 1 Input	Level 2 Input	Level 3 Input
Primary Government				
Negotiable certificates of deposit	\$ 24,176,512	\$ 24,176,512	\$ -	\$ -
External investment pool	22	-	22	-
Federal agency bonds	10,147,544	-	10,147,544	-
Total primary government investments at fair value level	34,324,078	24,176,512	10,147,566	-
Fiduciary Fund				
Exchange Traded Funds	9,787,747	9,787,747	-	-
Mutual Funds	3,170,036	3,170,036	-	-
Corporate Bonds	1,287,040	-	1,287,040	-
Taxable municipal obligations	568,066	-	568,066	-
U.S government and agency securities	13,748,111	-	13,748,111	-
Total Fiduciary fund investments at fair value level	28,561,000	12,957,783	15,603,217	-
Total investments by fair value level	\$ 62,885,078	\$ 37,134,295	\$ 25,750,783	\$ -

The City's money market mutual funds are reported at amortized cost and are not subject to fair level value.

Credit Risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The City's policy states that they minimize credit risk by prequalifying the financial institutions, broker/dealers, intermediaries, and advisors with which the City will do business and diversifying the portfolio to reduce potential losses on individual securities.

Interest Rate Risk is the risk that changes in interest rates will adversely affect the fair value of an investment. Investments held for longer periods are subject to increased risk of adverse interest rate changes. The City's policy states that they minimize interest rate risk by structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity and investing primarily in shorter term securities.

2. CASH, CASH EQUIVALENTS, AND INVESTMENTS (Continued)

B. Investments (Continued)

Concentration of Credit Risk is the risk of loss attributed to the magnitude of the City's investment in a single issuer. The City's policy states that they minimize concentration of credit risk by reviewing the diversification standard periodically.

Custodial Credit Risk is the risk that in the event of the failure of the counterparty to a transaction, the City will not be able to recover the value of the investments or collateral securities that are in the possession of an outside party. In accordance with its policy, the City addresses custodial risk by prequalifying institutions with which the City places investments, diversifying the investment portfolio, and maintaining a standard of quality for investments.

3. NOTE RECEIVABLE

In October 2008, the City approved the Olive/Graeser Transportation Development District (TDD). The TDD has separate corporate powers and is legally separate from the City. In addition, the City Council does not appoint a voting majority of the TDD Board, the City cannot impose its will on the TDD, and the City does not have any administrative involvement. Therefore, it is not included in the reporting entity. The City elected to purchase the TDD's 2010 Series A revenue development note totaling \$1,260,000 on January 31, 2012. The note will be outstanding until the earlier of repayment or October 1, 2050. The note bears interest at a rate of Prime plus 200 basis points, not to exceed 10%. Interest rate cannot be less than 5.55%. For the year ended June 30, 2023, the interest rate was 5.55%. The note and accrued interest will be repaid by a 1% TDD sales tax on all retail sales made in the TDD, but only after paying certain fees and expenses owed to the trustee or paying agent. The sales tax revenue within the TDD available for debt service will not be at a level needed to pay the interest accruing on the note during the foreseeable future. Very little, if any, principal is anticipated being repaid on the note during the next twelve months or in the near-term until there is growth of additional retailers within the TDD or sales growth by existing retailers. The note receivable balance was \$1,210,774 at June 30, 2023, which included accrued interest.

CITY OF CREVE COEUR, MISSOURI
NOTES TO FINANCIAL STATEMENTS (Continued)

3. NOTE RECEIVABLE (Continued)

Note receivable activity was as follows for the year ended June 30, 2023:

	Balance			Payments		Balance
	June 30, 2022		Additions		Received	June 30, 2023
2010 Series A revenue						
deveopment note	\$ 1,212,377	\$	-	\$	(1,603)	\$ 1,210,774

4. INTERFUND TRANSFERS

Interfund transfers were made to: 1) transfer unrestricted revenues collected in the General Fund to finance capital improvements in other funds in accordance with budgetary authorization; 2) fund a portion of the police salary adjustment costs paid from the General Fund; and 3) transfer funds collected in the Parks and Stormwater Fund to the General Fund to finance maintenance and operations.

For the year ended June 30, 2023, in accordance with the adopted budget, the General Fund transferred \$400,000 to the Capital Improvement Fund and received transfer of \$430,816 from the Public Safety Fund and \$492,198 from the Parks and Stormwater Fund.

5. REAL ESTATE

Real estate taxes are levied in October of each year on the assessed value as of the prior January 1 for all real property located in the City. Property taxes attach as an enforceable lien on property as of January 1 and are due upon receipt of billing and become delinquent after December 31.

Property tax revenue is recognized to the extent it is collected within the current period or expected to be collected within 60 days after year-end is unavailable on the fund financial statements and recognized as revenue in the government-wide financial statements.

All property tax assessment, billing, and collection functions are handled by the St. Louis County government. Taxes collected are remitted to the City by the St. Louis County Collector (the County Collector) in the month subsequent to the actual collection date. Taxes held by the County Collector, if any, are included in municipal taxes receivable in the accompanying fund financial statements.

CITY OF CREVE COEUR, MISSOURI
NOTES TO FINANCIAL STATEMENTS (Continued)

6. CAPITAL ASSETS

Capital asset activity was as follows for the year ended June 30, 2023

	Balance June 30, 2022	Additions and Transfers	Deletions and Transfers	Balance June 30, 2023
Governmental Activities				
Capital assets not being depreciated				
Land	\$ 8,311,027	\$ -	\$ -	\$ 8,311,027
Right of way	157,602	-	-	157,602
Construction in progress	2,531,830	2,965,430	3,653,512	1,843,748
Total capital assets not being depreciated	11,000,459	2,965,430	3,653,512	10,312,377
Capital assets being depreciated				
Infrastructure	74,865,448	3,395,833	-	78,261,281
Buildings and improvements	21,542,744	857,962	16,605	22,384,101
Equipment, furniture and fixtures	2,645,648	114,554	307,471	2,452,731
Vehicles	2,725,311	535,499	306,288	2,954,522
Total capital assets being depreciated	101,779,151	4,903,848	630,364	106,052,635
Less: accumulated depreciation for				
Infrastructure	48,699,748	3,066,848	-	51,766,596
Buildings and improvements	9,493,550	598,530	7,976	10,084,104
Equipment, furniture and fixtures	2,018,674	168,684	307,471	1,879,887
Vehicles	2,294,891	250,699	283,825	2,261,765
Total accumulated depreciation	62,506,863	4,084,761	599,272	65,992,352
Total capital assets being depreciated, net	39,272,288	819,087	31,092	40,060,283
Governmental Activities				
Capital Assets, Net	\$ 50,272,747	\$ 3,784,517	\$ 3,684,604	\$ 50,372,660

CITY OF CREVE COEUR, MISSOURI
NOTES TO FINANCIAL STATEMENTS (Continued)

6. CAPITAL ASSETS (Continued)

	Balance June 30, 2022	Additions and Transfers	Deletions and Transfers	Balance June 30, 2023
Business-type Activities				
Capital assets not being depreciated				
Land	\$ 637,500	\$ -	\$ -	\$ 637,500
Total capital assets not being depreciated	637,500	-	-	637,500
Intangible capital assets being amortized				
Equipment	-	120,985	-	120,985
Total intangible capital assets being amortized	-	120,985	-	120,985
Tangible capital assets being depreciated				
Buildings and improvements	7,903,481	48,102	42,709	7,908,874
Equipment, furniture and fixtures	583,184	30,010	765	612,429
Vehicles	-	63,937	-	63,937
Total tangible capital assets being depreciated	8,486,665	142,049	43,474	8,585,240
Less - Accumulated amortization for intangible capital assets				
Equipment	-	9,910	-	9,910
Total accumulated amortization for intangible capital assets	-	9,910	-	9,910
Less: accumulated depreciation for tangible capital assets				
Buildings and improvements	6,053,265	272,435	11,928	6,313,772
Equipment, furniture and fixtures	444,551	63,477	765	507,263
Vehicles	-	60,463	-	60,463
Total accumulated depreciation for tangible capital assets	6,497,816	396,375	12,693	6,881,498
Total tangible and intangible capital assets being depreciated and amortized, net	1,988,849	(143,251)	30,781	1,814,817
Business-type activities capital assets, net	\$ 2,626,349	\$ (143,251)	\$ 30,781	\$ 2,452,317

6. CAPITAL ASSETS (Continued)

The governmental activities transferred \$93,947 in capital assets including \$90,473 of accumulated depreciation to the Recreation Center.

Depreciation expense was charged to functions/programs of the primary government as follows for the year ended June 30, 2023:

Governmental Activities

Public works, including depreciation of infrastructure assets	\$ 385,260
Public safety	367,782
General government	<u>3,331,719</u>
Total governmental activities	<u>\$ 4,084,761</u>

Business-type Activities

Recreation center	<u>\$ 305,902</u>
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Amortization expense was charged to functions/programs of the primary government as follows for the year ended June 30, 2023:

Business-type Activities

Recreation center	<u>\$ 9,910</u>
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7. DEFERRED COMPENSATION PLAN

The City offers its employees a deferred compensation plan created in accordance with Internal Revenue Code Section 457. The plan, available to all City employees, permits them to defer a portion of their salary until future years. The deferred compensation is not available to employees until termination, retirement, death, or unforeseeable emergency. Plan assets are held in trust for the exclusive benefit of participants and their beneficiaries.

8. DEFINED CONTRIBUTION PLANS

The City has a defined contribution retirement plan funded through the International City Management Association Retirement Corporation (ICMA). The plan was established by ordinance of the City Council on June 11, 2001. All full-time employees (who were active participants on June 30, 2001 who elected to take the 1.7% option) are eligible to participate in the plan after 12 months of service. Pursuant to the plan's provisions, the City is obligated to contribute 3% of each eligible employee's covered wages. Participants are fully vested after 5 years of continuous service. The City's contributions (3%) to the plan for the year ended June 30, 2023 amounted to approximately \$53,000. Effective August 31, 2023, the City stopped contributing to the plan and the plan will be closed by December 31, 2024.

9. PENSION PLANS

The City maintains two pension plans for its employees. The Retirement Plan for Employees of the City of Creve Coeur hired before June 1, 2006 and LAGERS. The aggregate employer recognized pension expense for the year ended June 30, 2023 was \$974,595.

Retirement Plan for Employees of the City of Creve Coeur Hired Before June 01, 2006 (Pension Trust Fund)

Effective August 31, 2023, the active employees were converted to LAGERS. The legacy inactive population is expected to be transferred to LAGERS prior to December 31, 2023.

Plan Description and Provisions

Plan provides retirement and death benefits to plan members and beneficiaries in accordance with the ordinance establishing the Plan. The Plan may be amended under the provisions of the original ordinance. The Plan does not issue a separate financial report. The pension obligation is typically liquidated by the General Fund or the respective fund from which the employee is paid.

Board of Trustees Composition – “Board of Trustees” means the committee comprised of one City Committee member (to be designated by the Finance Committee), two Plan Participants (to be elected by vote of Participants), three residents of the City (to be nominated by the Mayor and ratified by the City Council and one or more of such residents may be members of the City Finance Committee), the City Administrator (ex officio), and the City Finance Director (ex officio).

Each member of the Board of Trustees, other than the City Administrator and Finance Director, shall serve for a term of three years, up to a maximum of three consecutive terms. In the event of the resignation or removal of a member, the new member's term shall be established to complete the unexpired term of the former member. In no event shall any member of the Board of Trustees serve for more than nine consecutive years.

Basis of Accounting – The financial statements of the Pension Trust Fund are prepared using the accrual basis of accounting. City contributions are recognized in the period in which the contributions are due. The City's contributions are recognized when due and a formal commitment to provide the contributions has been made. Benefits are recognized when due and payable in accordance with the terms of the Plan. All plan investments are reported at fair value. Administrative costs of the Plan are financed by investment income by the Pension Trust Fund.

All of the City's full-time eligible employees, hired before June 1, 2006, become a participant on the July 1 following attainment of age 21 and 2 years of credited service.

9. PENSION PLANS (Continued)

**Retirement Plan for Employees of the City of Creve Coeur Hired Before June 01, 2006
(Pension Trust Fund) (Continued)**

Plan Description and Provisions (Continued)

Basis of Accounting (Continued)

The payroll for employees covered by the Plan for the year ended June 30, 2023 was \$2,162,410. Current membership in the Plan is comprised of the following:

<u>Group</u>	<u>June 30, 2023</u>
Retirees and beneficiaries currently receiving benefits	93
Vested terminated employees	18
Active employees	
Fully vested	<u>23</u>
Total governmental activities	<u><u>134</u></u>

The City contributes an amount equal to the actuarially determined requirement, designed to meet the full annual current costs of the Plan. The City contributed \$965,204, or 44.64% of the covered payroll amount in the current year.

A summary of the Plan's provisions follows (participants should refer to the Plan's summary plan description for a complete summary of Plan provisions):

Tax Status

The Plan is not subject to the provisions of the Employee Retirement Income Security Act of 1974 (ERISA).

Operating Expenses

Benefits paid and administrative expenses are approved by the Board of Trustees.

Normal Retirement Date

The first day of the month coincident with or next following attainment of age 55 if the Participant is a uniformed police officer. The first day of the month coinciding with or next following attainment of age 65 if the Participant is not a uniformed police officer.

Unreduced Early Retirement Date

The first day of the month coinciding with or next following the date on which the sum of age and Credited Service equals 85, but in no case later than Normal Retirement Date.

9. PENSION PLANS (Continued)

**Retirement Plan for Employees of the City of Creve Coeur Hired Before June 01, 2006
(Pension Trust Fund) (Continued)**

Plan Description and Provisions (Continued)

Amount of Normal Retirement Benefit

The normal retirement benefit is equal to Final Average Compensation times 1.7% times Credited Service not to exceed 30 years. If a participant elected not to participate in the City's defined contribution plan, then the multiplier would be 2.0%.

Final Average Monthly Earnings

A Participant's monthly rate of compensation, averaged over the 60 consecutive months out of the last 120 months preceding retirement or Interruption of Service, if earlier, which give the highest monthly rate. Compensation shall include base pay, but exclude bonuses, commissions, overtime pay, expense allowances, and similar items.

Early Retirement Eligibility

Age 50 with at least 20 years of Credited Service.

Early Retirement Benefit

The actuarial equivalent of a benefit calculated in the same manner as the Normal Retirement Benefit with Final Average Monthly Earnings and Credited Service determined as of Early Retirement Date.

Late Retirement Benefit

If a member remains employed after his Normal Retirement Date, he will receive a monthly benefit equal to the benefit computed using service and pay as of his late retirement date. Benefits commence on the first day of the month following actual retirement.

Form of Payment

The benefit is payable for 120 months guaranteed and for the member's lifetime thereafter.

9. PENSION PLANS (Continued)

**Retirement Plan for Employees of the City of Creve Coeur Hired Before June 01, 2006
(Pension Trust Fund) (Continued)**

Plan Description and Provisions (Continued)

Vested Termination

Members who terminate employment are eligible for a monthly benefit calculated in the same manner as the Normal Retirement Benefit, multiplied by the applicable vesting percentage:

<u>Sum of Attained Age and Years of Credited Service</u>	<u>Vesting Percentage</u>
50	50%
51	60%
52	70%
53	80%
54	90%
55 and after	100%

However, if a participant has at least 8 years of credited service, then they are fully vested.

Vested Deferred Retirement Benefit

Payable at Normal Retirement Date to any fully or partially vested Participant who terminates prior to eligibility for Normal or Early Retirement.

Pre-Retirement Death Benefit

The Surviving Spouse of a Participant who is actively employed and has satisfied Early or Normal Retirement eligibility requirements is entitled to a Death Benefit determined as if the Participant had retired on his date of death, selected a Joint & 2/3 Survivor Annuity and died the next day.

The Surviving Spouse of any other actively employed vested participant is entitled to a Death Benefit determined as follows:

- i) assume the Participant separated from service on date of death
- ii) survived to the earliest possible retirement eligibility date
- iii) retired with a Joint and 2/3 Survivor Annuity, and
- iv) dies the next day

9. PENSION PLANS (Continued)

**Retirement Plan for Employees of the City of Creve Coeur Hired Before June 01, 2006
(Pension Trust Fund) (Continued)**

Plan Description and Provisions (Continued)

Employee Contributions

Participants are required to contribute 4% of salary. Starting the beginning of the first full month on or after an active participant attains 30 years of credited service, required employee contributions will stop. Contributions accumulate at an interest rate of 5%.

Refund of Contributions

If a participant terminates employment without a vested benefit, then the participant will receive a refund of contributions with interest. If the sum of benefit payments received by a retiree or beneficiary is less than the sum of contributions with interest, then the difference may be paid to their beneficiary as an additional death benefit.

Retiree COLA

Effective January 1, 2002, each retiree (and beneficiary) was given a cost-of-living adjustment. The City gave a .75% COLA to retirees going back to the year 2002 and .50% for every year going forward effective September 1, 2023. The increase in benefit was equal to 1.75% multiplied by the number of full years since the individual's (or for a beneficiary, the original Participant's) retirement date.

Net Pension Liability

The City's net pension liability was measured as of June 30, 2023, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2023.

The funded status of the City's Defined Benefit Pension Plan as of June 30, 2023, the most recent actuarial valuation date, is as follows:

Total pension liability	\$ 35,818,673
Plan fiduciary net position	<u>30,525,854</u>
Net pension liability	<u>\$ 5,292,819</u>
Plan fiduciary net position as a percentage of the total pension liability	85.22%
Covered payroll	2,162,410
Net pension liability as a percentage of covered payroll	244.76%

9. PENSION PLANS (Continued)

**Retirement Plan for Employees of the City of Creve Coeur Hired Before June 01, 2006
(Pension Trust Fund) (Continued)**

Rate of Return

For the year ended June 30, 2023, the rate of return on pension investments, net of pension plan investment expenses was 9.17%.

Investments

The Plan's policy in regard to the allocation of invested assets is established and may be amended by the Plan's Board of Trustees. It is the policy of the Plan to pursue an investment strategy that reduces risk through the prudent diversification of the portfolio across a broad selection of asset classes. In addition, the policy details a target and a minimum and maximum range that investment managers are to invest in each class as shown below:

<u>Asset Class</u>	<u>Target</u>	<u>Allocable Range</u>	
		<u>Minimum Allocation</u>	<u>Maximum Allocation</u>
Cash equivalents	6%	1	11
Fixed income	30%	25	35
Equities	64%	59	69
Total all asset classes	100%		

<u>Equities Allocation</u>	<u>Allocable Range</u>	
	<u>Minimum Allocation</u>	<u>Maximum Allocation</u>
Large cap	36%	50%
Mid cap	6%	10%
Small cap	9%	19%
International	20%	32%
REITS	3%	7%
Commodities	2%	6%

Discount Rate

The discount rate used to measure the total pension liability was 6.00 percent. The Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive members. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return.

CITY OF CREVE COEUR, MISSOURI
NOTES TO FINANCIAL STATEMENTS (Continued)

9. PENSION PLANS (Continued)

**Retirement Plan for Employees of the City of Creve Coeur Hired Before June 01, 2006
(Pension Trust Fund) (Continued)**

Sensitivity of the Net Pension Liability to Changes in the Discount Rate

The following presents the plan's net pension liability, calculated using a Single Discount Rate of 6.00 percent, as well as what the plan's net pension liability would be if it were calculated using a Single Discount Rate that is one percent lower or one percent higher.

	1% Decrease (5.00%)	Current Discount Rate (6.00%)	1 % Increase (7.00%)
Total pension liability	\$ 39,627,210	\$ 35,818,673	\$ 32,575,265
Fiduciary net position	30,525,854	30,525,854	30,525,854
Net pension liability	<u>\$ 9,101,356</u>	<u>\$ 5,292,819</u>	<u>\$ 2,049,411</u>

Changes in Net Pension Liability

	Total Pension Liability (A)	Plan Fiduciary Net Position (B)	Net Pension Liability (A) - (B)
Balances June 30, 2022	\$ 35,652,124	\$ 29,039,366	\$ 6,612,758
Changes for the year			
Service cost	302,596	-	302,596
Interest cost	2,093,388	-	2,093,388
Effect of economic/demographic gains or losses	(68,117)	-	(68,117)
Effect of assumption changes or inputs	-	-	-
Benefit payments	(2,161,318)	(2,161,318)	-
Contributions - city	-	965,204	(965,204)
Contributions - employees	-	79,212	(79,212)
Net investment income	-	2,642,203	(2,642,203)
Expenses	-	(38,813)	38,813
Net changes	<u>166,549</u>	<u>1,486,488</u>	<u>(1,319,939)</u>
Balances at June 30, 2023	<u>\$ 35,818,673</u>	<u>\$ 30,525,854</u>	<u>\$ 5,292,819</u>

9. PENSION PLANS (Continued)

**Retirement Plan for Employees of the City of Creve Coeur Hired Before June 01, 2006
(Pension Trust Fund) (Continued)**

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources
Related to Pensions

For the year ended June 30, 2023, the City recognized government-wide pension expense of \$634,757. At June 30, 2023, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<u>Deferred Outflows</u>	<u>Deferred Inflows</u>
Deferred amounts to be recognized in pension expense in future periods:		
Differences between expected and actual experience	\$ -	\$ (11,353)
Net difference between projected and actual earnings	416,227	-
	<u>416,227</u>	<u>-</u>
Net changes	<u>\$ 416,227</u>	<u>\$ (11,353)</u>

Net deferred outflows (inflows) of resources related to pensions will be recognized in pension expense as follows:

<u>Year Ending June 30,</u>	<u>Net Deferred Outflows (Inflows) of Resources</u>
2024	\$ (31,561)
2025	(248,406)
2026	871,619
2027	(186,778)
2028	-
Thereafter	<u>-</u>
Total	<u>\$ 404,874</u>

9. PENSION PLANS (Continued)

Missouri Local Government Employees Retirement System (LAGERS)

Plan Description

The City participates in the Missouri Local Government Employees Retirement System (LAGERS) which provides certain retirement, disability and death benefits to plan members and beneficiaries. LAGERS is an agent multiple-employer, statewide public employee pension plan established in 1967 and administered in accordance with RSMo. 70.600-70.755. As such, it is LAGERS responsibility to administer the law in accordance with the expressed intent of the General Assembly. The plan is qualified under the Internal Revenue Code Section 401 (a) and is tax exempt. The responsibility for the operations and administration of LAGERS is vested in the LAGERS Board of Trustees consisting of seven persons. LAGERS issues a publicly available financial report that includes financial statements and required supplementary information. This report may be obtained by accessing the LAGERS website at www.molagers.org. The pension obligation is typically liquidated by the general fund, or the respective fund from which the employee is paid.

Benefits Provided

LAGERS provides retirement, death and disability benefits. Benefit provisions are adopted by the governing body of the employer, within the options available in the state statutes governing LAGERS. All benefits vest after 5 years of credited service. Employees who retire on or after age 60 (55 for police) with 5 or more years of service are entitled to an allowance for life based upon the benefit program information provided below. Employees may retire with an early retirement benefit with a minimum of 5 years of credited service and after attaining age 55 (50 for police) and receive a reduced allowance.

	<u>2023 Valuation</u>
Benefit multiplier	1.5% for life plus 0.50% to age 65
Final average salary	5 years
Member contributions	4.00%

Benefit terms provide for annual post-retirement adjustments to each member's retirement allowance subsequent to the member's retirement date. The annual adjustment is based on the increase in the Consumer Price Index and is limited to 4 percent per year.

Effective September 1, 2023 the benefit multiplier will change to 2% for life.

9. PENSION PLANS (Continued)

Missouri Local Government Employees Retirement System (LAGERS) (Continued)

Employees Covered by Benefit Terms

Inactive employees or beneficiaries currently receiving benefits	1
Inactive employees entitled to but not yet receiving benefits	28
Active employees	71
	100

Contributions

The employer is required to contribute amounts at least equal to the actuarially determined rate, as established by LAGERS. The actuarially determined rate is the estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance an unfunded accrued liability. Full-time employees of the employer contribute 4 percent of their gross pay to the pension plan. Employer contribution rates are 7.4 percent (General) and 6.9 percent (Police) of annual covered payroll.

Net Pension Liability

The employer's net pension liability was measured as of June 30, 2023, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of February 28, 2023.

Actuarial Assumptions

The total pension liability in the February 28, 2023, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.75 percent wage inflation; 2.25 percent price inflation
Salary increase	2.75 percent to 6.75 percent, including wage inflation
Investment rate of return	7.00 percent, net of investment expenses

The healthy retiree mortality tables, for post-retirement mortality, used in evaluating allowances to be paid were 115% of the PubG-2010 Retiree Mortality Table for males and females. The disabled retiree mortality tables, for post-retirement mortality, used in evaluating allowances to be paid were 115% of the PubNS-2010 Disabled Retiree Mortality Table for males and females. The pre-retirement mortality tables used were 75% of the PubG-2010 Employee Mortality Table for males and females of General groups and 75% of the PubS-2010 Employee Mortality Table for males and females of Police, Fire and Public Safety groups.

9. PENSION PLANS (Continued)

Missouri Local Government Employees Retirement System (LAGERS) (Continued)

Actuarial Assumptions (Continued)

Mortality rates for a particular calendar year are determined by applying the MP-2020 mortality improvement scale to the above described tables.

The actuarial assumptions used in the February 28, 2023 valuation were based on the results of an actuarial experience study for the period March 1, 2010, through February 28, 2015.

The long-term expected rate of return on pension plan investments was determined using a model method in which the best-estimate ranges of expected future real rates of return (expected returns, net of investment expenses and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

<u>Asset Class</u>	<u>Target Allocation</u>
Equity	35.00%
Fixed income	31.00%
Real assets	36.00%
Strategic assets	8.00%
Alpha portfolio	15.00%
Cash/leverage	25.00%

Discount Rate

The discount rate used to measure the total pension liability is 7.00 percent for General and 7.00 percent for Police. The projection of cash flows used to determine the discount rate assumes that employer and employee contributions will be made at the rates agreed upon for employees and the actuarially determined rates for employers. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to pay all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payment to determine the total pension liability.

CITY OF CREVE COEUR, MISSOURI
NOTES TO FINANCIAL STATEMENTS (Continued)

9. PENSION PLANS (Continued)

Missouri Local Government Employees Retirement System (LAGERS) (Continued)

Changes in Net Pension Liability

	Total Pension Liability (A)	Plan Fiduciary Net Position (B)	Net Pension Liability (A) - (B)
Balances at June 30, 2022	\$ 3,733,240	\$ 3,462,285	\$ 270,955
Changes for the year			
Service cost	424,495	-	424,495
Interest cost	271,960	-	271,960
Differences between expected and actual experience	144,219	-	144,219
Contributions - city	-	359,541	(359,541)
Contributions - employees	-	190,409	(190,409)
Net investment income	-	127,278	(127,278)
Benefit payments, including refunds	(115,452)	(115,452)	-
Administrative expense	-	(16,148)	16,148
Other (net transfer)	-	(83,755)	83,755
Net changes	725,222	461,873	263,349
Balances at June 30, 2023	\$ 4,458,462	\$ 3,924,158	\$ 534,304

Sensitivity of the Net Pension Liability to Changes in the Discount Rate

	General Current Discount Rate		
	1% Decrease (6.00%)	1 % Increase (8.00%)	
Total pension liability	\$ 5,470,195	\$ 2,427,703	\$ 2,041,689
Plan Fiduciary net position	2,039,137	2,039,137	2,039,137
Net pension liability	\$ 3,431,058	\$ 388,566	\$ 2,552

9. PENSION PLANS (Continued)

Missouri Local Government Employees Retirement System (LAGERS) (Continued)

Sensitivity of the Net Pension Liability to Changes in the Discount Rate (Continued)

	Police		
	Current		
	1% Decrease	Discount Rate	1 % Increase
	(6.00%)	(7.00%)	(8.00%)
Total pension liability	\$ 2,565,925	\$ 2,030,759	\$ 1,613,565
Plan Fiduciary net position	1,885,021	1,885,021	1,885,021
Net pension liability	\$ 680,904	\$ 145,738	\$ (271,456)

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pension

For the year ended June 30, 2023, the City recognized government-wide pension expense of \$339,838. The employer reported deferred outflows and inflows of resources related to pensions from the following sources:

	Deferred Outflows	Deferred Inflows
Deferred amounts to be recognized in pension		
Expense in future periods:		
Differences between expected and actual experience	\$ 211,985	\$ (359,195)
Changes of assumptions	78,153	(67,920)
Net difference between projected and actual earnings	82,820	-
Total deferred amounts to be recognized in pension		
expense in future periods	372,958	(427,115)
Pension contributions made subsequent to the		
measurement date	-	-
Total deferred amounts related to pensions	\$ 372,958	\$ (427,115)

9. PENSION PLANS (Continued)

Missouri Local Government Employees Retirement System (LAGERS) (Continued)

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources
Related to Pension (Continued)

Amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ending June 30,	Net Deferred Outflows (Inflows) of Resources
2024	\$ (14,846)
2025	(35,262)
2026	50,927
2027	6,425
2028	(18,894)
Thereafter	(42,507)
Total	<u>\$ (54,157)</u>

10. OTHER POST-EMPLOYMENT BENEFITS

Plan Description

The City of Creve Coeur Other Post-Employment Benefit (OPEB) plan (the Plan) provides OPEB for certain eligible employees who retire from the City. The Plan is a single-employer defined benefit OPEB Plan that is administered by the City. The benefits and benefit levels are governed by City policy. No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*. The plan does not issue a stand-alone financial report.

The Plan, stated in the City's Personnel Policy, was established by City Ordinance, which assigns the authority to establish and amend plan benefit provisions to the City. The contribution requirements of the City and plan members are established and may be amended by the City.

10. OTHER POST-EMPLOYMENT BENEFITS (Continued)

Benefits provided

The Plan provides healthcare benefits to employees defined as City retirees who have attained age 50 plus 20 years of service until attainment of Medicare Eligibility Age. Employees hired before August 31, 2001 must contribute the employee portion of the monthly premium. Employees hired after August 31, 2001 must contribute the entire monthly premium. Individual-only medical and prescription drug benefits are available to retirees in the St. Louis Area Insurance Trust's (SLAIT) self-insured pool. The individual pays the monthly group health insurance premium. Retirees may elect to cover spouses and eligible dependent children. Surviving spouses can continue coverage after the retiree's death. Since retirees pay the premium for each year, the City's share of any premium cost is determined on the basis of a blended rate or implicit rate subsidy calculation.

For those employees participating in the City of Creve Coeur Retirement Plan, employees who are eligible for Normal or Early retirement are eligible for OPEB benefits. Normal retirement age is the earlier of age 65 (55 for Uniformed participants) or age plus service equal to 85 points ("Rule of 85"). Early retirement is age 50 with 20 years of service.

For those employees participating in LAGERS, employees who are eligible for Normal or Early retirement are eligible for OPEB benefits. General employees are eligible for Normal retirement at age 60 with 5 years of service or Early retirement at age 55 with 5 years of service. Police employees are eligible for Normal retirement at age 55 with 5 years of service or Early retirement at age 50 with 5 years of service.

Retiree medical contributions effective for July 1, 2023, are as follows:

	Hired prior to July 1, 2001	Hired after July 1, 2001
Retiree	\$ 91.84	\$ 612.28
Retiree + spouse*	226.56	1,285.84
Retiree + children*	202.06	1,163.39
Family*	324.52	1,775.67

*Effective January 1, 2021, spouse medical premiums are increased by \$200 for each spouse that could attain coverage through their own employer's medical plan.

10. OTHER POST-EMPLOYMENT BENEFITS (Continued)

Employees Covered by Benefit Terms

At June 30, 2023, the following employees were covered by the benefit terms:

Inactive employees currently receiving benefits	12
Spouses of inactive employees currently receiving benefits	5
Inactive employees entitled to but not yet receiving benefit payments	-
Active employees	<u>98</u>
	<u><u>115</u></u>

Total OPEB Liability

The City's total OPEB liability of \$2,350,928 was measured as of June 30, 2023 and was determined by an actuarial valuation as of June 30, 2023.

Actuarial assumptions and other inputs

The total OPEB liability in the June 30, 2023 actuarial valuation was determined by a simplified actuarial valuation as of June 30, 2023, using the following actuarial assumptions and other inputs, applied to all periods included in the measurement:

Inflation	2.40%
Salary increase	4.00%
Discount rate	3.65% (formerly 3.54%)
Healthcare cost trend rates	Medical cost trend rate of 6.0% for 2023, gradually decreasing to an ultimate rate of 3.8% for 2072 and beyond
Actuarial cost method	Entry age normal based on level percentage of projected salary
Amortization method	N/A

The discount rate was based on the index rate for 20-year tax-exempt general obligation bonds.

Mortality rates were based on the Pub-2010 Mortality for Employees and Healthy Annuitants, with generational projection per Scale MP-2021.

10. OTHER POST-EMPLOYMENT BENEFITS (Continued)

Changes in the Total OPEB Liability

	Total OPEB Liability
Total OPEB Liability at June 30, 2022	\$ 2,329,286
Changes for the year	
Service cost	65,096
Interest on total OPEB liability	81,372
Effect of plan changes	-
Effect of assumptions, changes or inputs	68,320
Benefit payments	(193,146)
Net change in total OPEB liability	21,642
Total OPEB Liability at June 30, 2023	\$ 2,350,928

Impact of Changes of Benefit Terms

Effective January 1, 2021, spouse medical premiums are increased by \$200 for each spouse that could attain coverage through their own employer's medical plan.

Impact of Plan Experience

The Plan has not had a formal actuarial experience study performed.

Impact of Changes of Assumptions

The only changes in assumption were the discount rate, which is based on the index rate for 20-year tax exempt general obligation bonds, and the medical trends have been updated to reflect inflation trends. The discount rate increased from 3.54% as of June 30, 2022 to 3.65% as of June 30, 2023. The medical trends rate increased from 5.3% as of June 30, 2022 to 6.0% for June 30, 2023. The inflation rate stayed the same at 2.40% as of June 30, 2023.

Sensitivity of the total OPEB liability to changes in the discount rate

The following presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (2.65 percent) or 1-percentage-point higher (4.65 percent) than the current discount rate:

	1% Decrease (2.65%)	Current Discount Rate (3.65%)	1 % Increase (4.65%)
Total OPEB liability	\$ 2,476,691	\$ 2,350,928	\$ 2,232,135

10. OTHER POST-EMPLOYMENT BENEFITS (Continued)

Changes in the Total OPEB Liability (Continued)

Sensitivity of the total OPEB liability to changes in the healthcare cost trend rates The following presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower or 1-percentage-point higher than the current healthcare cost trend rates:

	1% Decrease	Current Trend	1 % Increase
Total OPEB liability	\$ 2,185,377	\$ 2,350,928	\$ 2,536,587

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended June 30, 2023, the City recognized OPEB expense of \$106,302. At June 30, 2023, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows	Deferred Inflows
Differences between expected and actual experience	\$ -	\$ (293,476)
Changes of assumptions	202,867	(146,235)
Total	\$ 202,867	\$ (439,711)

Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense in future periods as follows:

Year Ending June 30,	Net Deferred Outflows (Inflows) of Resources
2024	\$ (40,166)
2025	(40,166)
2026	(33,379)
2027	(41,484)
2028	(42,952)
Thereafter	(38,697)
Total	\$ (236,844)

CITY OF CREVE COEUR, MISSOURI
NOTES TO FINANCIAL STATEMENTS (Continued)

11. LONG-TERM DEBT (Continued)

The following is a summary of changes in long-term liabilities for the year ended June 30, 2023:

	Balance June 30, 2022	Additions	Reductions	Balance June 30, 2023	Amounts Due Within One Year
Governmental Activities					
General obligation bonds					
Series 2017	\$ 8,570,000	\$ -	\$ 1,045,000	\$ 7,525,000	\$ 480,000
Add: Unamortized					
bond premium	154,095	-	10,507	143,588	-
General obligation					
bonds, net	8,724,095	-	1,055,507	7,668,588	480,000
Compensated absences	450,366	451,219	369,101	532,484	458,743
Total governmental					
activities	<u>\$ 9,174,461</u>	<u>\$ 451,219</u>	<u>\$ 1,424,608</u>	<u>\$ 8,201,072</u>	<u>\$ 938,743</u>
Business-type Activities					
Leases payable	\$ -	\$ 120,985	\$ 9,350	\$ 111,635	\$ 27,936
Compensated absences	16,803	17,431	19,420	14,814	14,232
Total business-type					
activities	<u>\$ 16,803</u>	<u>\$ 138,416</u>	<u>\$ 28,770</u>	<u>\$ 126,449</u>	<u>\$ 42,168</u>

The general obligation bonds payable are liquidated by the Debt Service Fund. The leases payable are liquidated by the Enterprise Fund. The compensated absences are generally liquidated by the General Fund for governmental activities and the Enterprise Fund for business-type activities.

General Obligation Bonds

General obligation bonds are supported by a pledge of the City's full faith and credit. These bonds, which are reported in the government-wide statement of net position, were issued to finance a new police station on the current government center property and to make certain renovations to the existing building. The general obligation bonds are to be repaid from future property tax levies. The bonds bear interest at rates ranging from 2.00% to 3.125% and mature through 2037.

In November 2022, the City defeased a portion of its General Obligation Bonds, Series 2017, in the aggregate amount of \$575,000. The savings due to this defeasance amounts to approximately \$215,625.

CITY OF CREVE COEUR, MISSOURI
NOTES TO FINANCIAL STATEMENTS (Continued)

11. LONG-TERM DEBT (Continued)

General Obligation Bonds (Continued)

The annual debt service requirements to maturity of bonded debt outstanding as of June 30, 2023, are as follows:

<u>Year Ending June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	\$ 480,000	\$ 215,588	\$ 695,588
2025	490,000	205,988	695,988
2026	505,000	191,288	696,288
2027	515,000	179,925	694,925
2028	530,000	167,050	697,050
2029 - 2033	2,915,000	586,100	3,501,100
2034 - 2037	2,090,000	137,256	2,227,256
	<u>\$ 7,525,000</u>	<u>\$ 1,683,195</u>	<u>\$ 9,208,195</u>

Legal Debt Margin

Under the statutes of the State of Missouri, the limit of bonded indebtedness is 10% of the most recent assessed valuation. The computation is as follows:

Assessed valuation - 2022 tax year	<u>\$ 1,192,729,321</u>
Debt limit - 10 of assessed valuation	119,272,932
Amount of debt applicable to debt limit:	
Total general obligation bonded debt	7,525,000
Less: amount available in debt service fund	<u>(462,793)</u>
Bonded indebtedness applicable to debt limit	<u>7,062,207</u>
Legal Debt Margin	<u>\$ 112,210,725</u>

11. LONG-TERM DEBT (Continued)

Lease Payable

The City entered into a lease agreement on February 10, 2023 to lease golf carts for use by the public golf course in the business-type fund. The City is required to make monthly fixed payments of \$5,340 from May through September of each year to September 2025. The lease has an interest rate of 5.52%.

The City entered into a lease agreement on April 1, 2023 to lease a copier for use by the ice arena in the business-type fund. The City is required to make monthly fixed payments of \$95 through March 2028. The lease has an interest rate of 3.99%

The annual debt service requirements to maturity of leases payable as of June 30, 2023, are as follows:

Year Ending June 30,	Principal	Interest	Total
2024	\$ 27,936	\$ 5,241	\$ 33,177
2025	29,502	3,675	33,177
2026	31,156	2,020	33,176
2027	22,200	297	22,497
2028	841	11	852
	<u>\$ 111,635</u>	<u>\$ 11,244</u>	<u>\$ 122,879</u>

12. INSURANCE PROGRAMS

The City, along with various other local governments, participates in an insurance trust for workers' compensation, general liability matters, and health insurance (St. Louis Area Insurance Trust - SLAIT). The purpose of this trust is to distribute the cost of self-insurance over similar entities. The trust requires an annual premium payment to cover estimated claims payable and reserves for claims from each entity. The members of the trust have no legal interest in the assets, liabilities, or fund balances of the insurance trust; however, the City retains a contingent liability to fund its pro rata share of any deficit incurred by the trust should the trust cease operations at some future date. Settled claims resulting from these risks have not exceeded insurance coverage in any of the past three fiscal years. The trust has contracted with an insurance agent to handle all administrative matters, including processing of claims filed.

13. LESSOR DISCLOSURES

The City entered into a lease agreement in May 1999 which was later amended in August 2016, to lease a cell tower through June 8, 2039. Payments increase each year by 3%. This lease is noncancelable and maintains an interest rate of 1.769%. The City collected \$22,258 and recognized a \$22,192 reduction in the related deferred inflow of resource. The remaining lease receivable and offsetting deferred inflow of resources for this agreement are \$367,625 and \$353,660, respectively, as of June 30, 2023.

14. JOINT VENTURE

The City, in cooperation with two other municipalities, created a joint police and emergency dispatching service which was organized in 2010. The administration of the joint dispatching venture is overseen by a board of directors, comprised of the City Administrator from each of the participating municipalities. This joint venture was established to share operating costs of a central dispatching center, thereby saving overall expenses incurred by each participating municipality. In addition, the joint effort is expected to improve service and increase the likelihood of obtaining grant funds.

This joint venture has not currently enhanced or hindered the City's financial operations. The City is jointly liable for their representative share of current and potential liabilities. A separately issued financial report can be obtained for this joint venture by contacting the City's finance department.

For the year ended June 30, 2023, the City paid \$529,728 for dispatching assessments.

15. CONTINGENCIES AND COMMITMENTS

The City has various voluntary deferred compensation plans for the benefit of the City Administrator and Department Managers. Such plans provide for direct contributions by the employee with additional current contributions by the City annually based upon salary. The amount that the City is required to contribute may increase in future years. The City is required to contribute to the plans only during the term of the City Administrator's and Department Managers' employment.

Amounts received or receivable from grant agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures that may be disallowed by the grantor cannot be determined at this time, although the City expects such amounts, if any, to be immaterial.

The City is a defendant in various lawsuits. Although the outcome of these lawsuits is not presently determinable, in the opinion of the City's attorney, the resolution of these matters will not have material adverse effect on the financial condition of the City.

16. FUTURE ACCOUNTING PRONOUNCEMENTS

The accounting principles governing the reported amounts, presentation and related disclosures are subject to change from time to time based on new pronouncements and/or rules issued by various governing bodies. The Governmental Accounting Standards Board (GASB) is responsible for establishing GAAP for state and local governments.

- In April 2022, the GASB approved Statement No. 99, *Omnibus 2022*. This is an omnibus standard which includes clarifications and considerations for several topics. The objectives of this Statement are to enhance comparability in accounting and financial reporting and to improve the consistency of authoritative literature by addressing (1) practice issues that have been identified during implementation and application of certain GASB Statements and (2) accounting and financial reporting for financial guarantees. Some provisions were effective upon issuance, the requirements related to leases and SBITAs are effective for fiscal years beginning after June 30, 2023, and the requirements related to financial guarantees are effective for fiscal years beginning after June 15, 2024.
- In June 2022, the GASB approved Statement No. 100, *Accounting Changes and Error Corrections*. The primary objective of this Statement is to enhance accounting and financial reporting requirements for accounting changes and error corrections to provide more understandable, reliable, relevant, consistent, and comparable information for making decisions or assessing accountability. The requirements of this Statement are effective for accounting changes and error corrections made in for the fiscal year ended June 30, 2024.
- In June 2022, the GASB approved Statement No. 101 *Compensated Absences*. The objective of this Statement is to better meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences. That objective is achieved by aligning the recognition and measurement guidance under a unified model and by amending certain previously required disclosures. The requirements of this Statement are effective for fiscal year ended June 30, 2025.

The effects of the City's financial statements as a result of the adoption of these new pronouncements are undetermined.

17. SUBSEQUENT EVENT

In July 2023, the City entered into a lease agreement with Flock Safety for three new Flock license plate recognition cameras and the annual Flock system upgrade and maintenance. The agreement has an initial term of 60 months with a renewal term of 24 months, and annual payments of \$19,450 for the first year and \$17,500 for each year thereafter, for a total contract cost of \$89,450.

REQUIRED SUPPLEMENTARY INFORMATION

CITY OF CREVE COUER, MISSOURI

**SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGE IN FUND BALANCE - BUDGET AND ACTUAL -
GENERAL FUND**

For the Year Ended June 30, 2023

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Over (Under) Budget</u>
REVENUES				
General property taxes				
Real property - current year	\$ 738,083	\$ 738,083	\$ 767,439	\$ 29,356
Sales tax	5,280,151	5,280,151	5,697,965	417,814
Total taxes	<u>6,018,234</u>	<u>6,018,234</u>	<u>6,465,404</u>	<u>447,170</u>
Public utility licenses				
Electric	3,529,887	3,529,887	3,626,760	96,873
Gas	585,400	585,400	753,271	167,871
Telephone	738,797	738,797	1,360,739	621,942
Water	553,439	553,439	632,086	78,647
Cable television franchise fees	274,651	274,651	287,337	12,686
Right of way and fiber optic franchise fees	38,128	38,128	39,942	1,814
Total public utility licenses	<u>5,720,302</u>	<u>5,720,302</u>	<u>6,700,135</u>	<u>979,833</u>
Licenses and permits				
Occupation and merchants' licenses	199,658	199,658	210,902	11,244
Liquor licences	32,610	32,610	33,938	1,328
Vending machine licenses	2,550	2,550	2,215	(335)
Emergency alarm licenses	125	125	125	-
Building permits	675,000	675,000	756,436	81,436
Occupancy permits	116,039	116,039	146,550	30,511
Sign permits	1,000	1,000	7,275	6,275
Street excavation fees	18,975	18,975	33,450	14,475
Dog park license fees	13,444	13,444	6,205	(7,239)
Miscellaneous zoning and other fees	139,293	139,293	171,927	32,634
Total licenses and permits	<u>1,198,694</u>	<u>1,198,694</u>	<u>1,369,023</u>	<u>170,329</u>
Municipal facilities				
Community center				
Multi-purpose rental	-	-	(600)	(600)
Park rental	13,500	13,500	18,789	5,289
Gymnasium rental	15,000	15,000	16,640	1,640
Recreational programs	16,000	16,000	31,865	15,865
Total municipal facilities	<u>44,500</u>	<u>44,500</u>	<u>66,694</u>	<u>22,194</u>
				(Continued)

CITY OF CREVE COUER, MISSOURI

**SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGE IN FUND BALANCE - BUDGET AND ACTUAL -
GENERAL FUND (Continued)**

For the Year Ended June 30, 2023

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Over (Under) Budget</u>
REVENUES (Continued)				
Intergovernmental				
Grant income	1,940,435	1,940,435	87,807	(1,852,628)
New car sales tax	280,155	280,155	285,272	5,117
Cigarette tax	33,383	33,383	29,262	(4,121)
Gasoline and motor fuel tax	510,490	510,490	638,771	128,281
Road and bridge tax	1,011,564	1,011,564	1,038,122	26,558
Total intergovernmental	<u>3,776,027</u>	<u>3,776,027</u>	<u>2,079,234</u>	<u>(1,696,793)</u>
Fines, forfeitures, and charges for services				
Municipal court fines	34,749	34,749	30,646	(4,103)
Traffic violations fines	518,522	518,522	412,117	(106,405)
Police service contracts	76,942	76,942	76,942	-
Total fines, forfeitures, and charges for services	<u>630,213</u>	<u>630,213</u>	<u>519,705</u>	<u>(110,508)</u>
Investment income (loss)	<u>330,000</u>	<u>330,000</u>	<u>(66,028)</u>	<u>(396,028)</u>
Miscellaneous	<u>100,597</u>	<u>100,597</u>	<u>212,686</u>	<u>112,089</u>
Total revenues	<u>17,818,567</u>	<u>17,818,567</u>	<u>17,346,853</u>	<u>(471,714)</u>
EXPENDITURES				
General government				
Legislative				
Personnel services	151,133	151,133	149,222	(1,911)
Operating	77,068	77,068	73,319	(3,749)
Total legislative	<u>228,201</u>	<u>228,201</u>	<u>222,541</u>	<u>(5,660)</u>
Administrative				
Personnel services	761,933	761,933	740,934	(20,999)
Operating	327,077	327,077	259,290	(67,787)
Capital outlay	900	900	626	(274)
Total administrative	<u>1,089,910</u>	<u>1,089,910</u>	<u>1,000,850</u>	<u>(89,060)</u>

(Continued)

CITY OF CREVE COUER, MISSOURI

SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGE IN FUND BALANCE - BUDGET AND ACTUAL -
GENERAL FUND (Continued)

For the Year Ended June 30, 2023

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Over (Under) Budget</u>
EXPENDITURES (Continued)				
General government (Continued)				
Community services				
Personnel services	114,320	114,320	97,613	(16,707)
Operating	30,599	45,599	45,561	(38)
Capital outlay	2,300	2,300	-	(2,300)
Total community services	<u>147,219</u>	<u>162,219</u>	<u>143,174</u>	<u>(19,045)</u>
Maintenance of municipal property				
Personnel services	93,181	93,181	95,943	2,762
Operating	176,525	204,435	201,267	(3,168)
Capital outlay	9,000	9,000	799	(8,201)
Total maintenance of municipal property	<u>278,706</u>	<u>306,616</u>	<u>298,009</u>	<u>(8,607)</u>
Finance				
Personnel services	1,277,404	1,277,404	1,177,192	(100,212)
Operating	625,711	629,798	608,218	(21,580)
Capital outlay	1,600	1,600	1,525	(75)
Total finance	<u>1,904,715</u>	<u>1,908,802</u>	<u>1,786,935</u>	<u>(121,867)</u>
Public safety				
Administrative				
Personnel services	1,151,060	1,151,060	1,030,983	(120,077)
Operating	734,962	734,962	773,066	38,104
Capital outlay	2,000	2,000	1,462	(538)
Total administrative	<u>1,888,022</u>	<u>1,888,022</u>	<u>1,805,511</u>	<u>(82,511)</u>
Investigations				
Personnel services	775,069	775,069	721,372	(53,697)
Operating	40,719	40,719	33,236	(7,483)
Capital outlay	500	500	482	(18)
Total investigations	<u>816,288</u>	<u>816,288</u>	<u>755,090</u>	<u>(61,198)</u>
Patrol				
Personnel services	4,331,733	4,331,733	4,112,848	(218,885)
Operating	262,268	274,868	237,894	(36,974)
Capital outlay	236,944	441,735	295,577	(146,158)
Total patrol	<u>4,830,945</u>	<u>5,048,336</u>	<u>4,646,319</u>	<u>(402,017)</u>
				(Continued)

CITY OF CREVE COUER, MISSOURI

SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGE IN FUND BALANCE - BUDGET AND ACTUAL -
GENERAL FUND (Continued)

For the Year Ended June 30, 2023

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Over (Under) Budget</u>
EXPENDITURES (Continued)				
Public works				
Administrative				
Personnel services	493,532	493,532	412,298	(81,234)
Operating	78,107	78,107	72,144	(5,963)
Total administrative	<u>571,639</u>	<u>571,639</u>	<u>484,442</u>	<u>(87,197)</u>
Street				
Personnel services	788,978	788,978	712,001	(76,977)
Operating	837,190	837,190	900,587	63,397
Capital outlay	15,000	15,000	11,619	(3,381)
Total street	<u>1,641,168</u>	<u>1,641,168</u>	<u>1,624,207</u>	<u>(16,961)</u>
Health and welfare				
Operating	<u>836,569</u>	<u>836,569</u>	<u>841,498</u>	<u>4,929</u>
Parks				
Personnel services	344,184	344,184	321,934	(22,250)
Operating	230,475	211,965	191,132	(20,833)
Capital outlay	2,500	2,500	6,716	4,216
Total parks	<u>577,159</u>	<u>558,649</u>	<u>519,782</u>	<u>(38,867)</u>
Community development				
Administrative				
Personnel services	282,696	282,696	279,665	(3,031)
Operating	61,246	61,246	42,296	(18,950)
Capital outlay	500	500	-	(500)
Total administrative	<u>344,442</u>	<u>344,442</u>	<u>321,961</u>	<u>(22,481)</u>
Building				
Personnel services	949,238	949,238	839,958	(109,280)
Operating	49,583	49,583	36,346	(13,237)
Capital outlay	350	350	-	(350)
Total building	<u>999,171</u>	<u>999,171</u>	<u>876,304</u>	<u>(122,867)</u>
Total expenditures	<u>16,154,154</u>	<u>16,400,032</u>	<u>15,326,623</u>	<u>(1,073,409)</u>
				(Continued)

CITY OF CREVE COUER, MISSOURI

**SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGE IN FUND BALANCE - BUDGET AND ACTUAL -
GENERAL FUND (Continued)**

For the Year Ended June 30, 2023

	Original Budget	Final Budget	Actual	Over (Under) Budget
REVENUES OVER EXPENDITURES	<u>1,664,413</u>	<u>1,418,535</u>	<u>2,020,230</u>	<u>601,695</u>
OTHER FINANCING SOURCES (USES)				
Transfers in	923,014	923,014	923,014	-
Transfers out	(800,000)	(800,000)	(400,000)	400,000
Proceeds from sale of capital assets	<u>55,200</u>	<u>55,200</u>	<u>34,327</u>	<u>(20,873)</u>
Total other financing sources (uses)	<u>178,214</u>	<u>178,214</u>	<u>557,341</u>	<u>379,127</u>
NET CHANGE IN FUND BALANCE	<u><u>\$ 1,842,627</u></u>	<u><u>\$ 1,596,749</u></u>	<u>2,577,571</u>	<u><u>\$ 980,822</u></u>
FUND BALANCE, BEGINNING OF YEAR			<u>21,184,630</u>	
FUND BALANCE, END OF YEAR			<u><u>\$ 23,762,201</u></u>	
			(Concluded)	

CITY OF CREVE COEUR, MISSOURI

**SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGE IN FUND BALANCE - BUDGET AND ACTUAL -
PUBLIC SAFETY FUND**

For the Year Ended June 30, 2023

	Original Budget	Final Budget	Actual	Over (Under) Budget
REVENUES				
General property and sales taxes	\$ 1,066,144	\$ 1,066,144	\$ 1,170,174	\$ 104,030
Investment income	2,000	2,000	60,202	58,202
Total revenues	1,068,144	1,068,144	1,230,376	162,232
EXPENDITURES				
Public safety	626,193	626,193	534,105	(92,088)
Capital outlay	73,400	73,400	41,105	(32,295)
Total expenditures	699,593	699,593	575,210	(124,383)
REVENUES OVER EXPENDITURES	368,551	368,551	655,166	286,615
OTHER FINANCING USES				
Transfers out	(430,816)	(430,816)	(430,816)	-
NET CHANGE IN FUND BALANCE	<u>\$ (62,265)</u>	<u>\$ (62,265)</u>	\$ 224,350	<u>\$ 286,615</u>
FUND BALANCE, BEGINNING OF YEAR			<u>2,316,489</u>	
FUND BALANCE, END OF YEAR			<u>\$ 2,540,839</u>	

CITY OF CREVE COEUR, MISSOURI

NOTES TO BUDGETARY COMPARISON INFORMATION

June 30, 2023

BUDGETS AND BUDGETARY ACCOUNTING

The City follows these procedures in establishing the budgetary data reflected in the financial statements:

- a. Prior to July 1, the City Administrator submits to the City Council a proposed operating budget for the fiscal year. The operating budget includes proposed expenditures and the means of financing them.
- b. Public hearing meetings are held to obtain taxpayer comments.
- c. Prior to July 1, the budget is adopted by the City Council.
- d. Budgets are adopted on a basis generally consistent with GAAP Expenditures may not legally exceed budgeted appropriations at the department level for all budgeted funds.
- e. Current year budget includes supplemental appropriations. A motion from the City Council is required to transfer budgeted amounts between funds, or to transfer substantial budgeted amounts between departments within any fund or for any revisions that would alter the total expenditures of any fund. Management can transfer budgeted amounts within departments, except salary expenditures, without City Council approval.

CITY OF CREVE COEUR, MISSOURI

**SCHEDULE OF CHANGES IN THE EMPLOYER'S NET PENSION LIABILITY AND RELATED RATIOS
RETIREMENT PLAN FOR EMPLOYEES OF THE CITY**

Last Ten Years

	Year Ended June 30,									
	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Total pension liability										
Service cost	\$ 302,596	\$ 324,322	\$ 267,260	\$ 272,815	\$ 291,592	\$ 255,915	\$ 409,425	\$ 424,445	\$ 371,341	\$ 447,610
Interest on total pension liability	2,093,388	2,068,911	2,118,808	2,132,606	2,124,982	2,089,956	2,059,464	1,994,674	1,918,318	1,827,698
Effect of plan changes	-	-	(2,229)	(120,161)	-	-	-	-	-	-
Effect of economic/demographic gains or losses	(68,117)	89,780	(200,891)	(344,009)	(208,439)	187,078	(279,359)	21,701	64,357	3,949
Assumption changes	-	55,419	2,846,555	-	-	793,015	-	-	1,832,668	-
Benefit payments	(2,161,318)	(2,057,704)	(1,929,682)	(2,343,780)	(1,817,650)	(1,657,854)	(1,544,910)	(1,457,024)	(1,392,018)	(1,508,007)
Net change in total pension liability	166,549	480,728	3,099,821	(402,529)	390,485	1,668,110	644,620	983,796	2,794,666	771,250
Total pension liability, beginning	35,652,124	35,171,396	32,071,575	32,474,104	32,083,619	30,415,509	29,770,889	28,787,093	25,992,427	25,221,177
Total pension liability, ending (A)	35,818,673	35,652,124	35,171,396	32,071,575	32,474,104	32,083,619	30,415,509	29,770,889	28,787,093	25,992,427
Plan fiduciary net position										
Contributions - employer	965,204	1,287,117	1,271,253	1,303,058	1,307,755	1,188,826	1,200,992	1,270,402	1,254,457	1,444,717
Contributions - member	79,212	82,726	89,838	96,152	86,614	99,041	107,272	112,251	93,099	74,183
Net investment income	2,642,203	(3,327,696)	7,359,276	630,154	1,464,646	1,893,838	2,499,524	251,339	426,117	3,245,642
Benefit payments, including refunds of member contributions	(2,161,318)	(2,057,704)	(1,929,682)	(2,343,780)	(1,817,650)	(1,657,854)	(1,544,910)	(1,457,024)	(1,392,017)	(1,508,007)
Expenses	(38,813)	(43,474)	(65,777)	(31,015)	(52,266)	(44,133)	-	-	-	-
Net change in plan fiduciary net position	1,486,488	(4,059,031)	6,724,908	(345,431)	989,099	1,479,718	2,262,878	176,968	381,656	3,256,535
Plan fiduciary net position, beginning	29,039,366	33,098,397	26,373,489	26,718,920	25,729,821	24,250,103	21,987,225	21,810,257	21,428,601	18,172,066
Plan fiduciary net position, ending (B)	30,525,854	29,039,366	33,098,397	26,373,489	26,718,920	25,729,821	24,250,103	21,987,225	21,810,257	21,428,601
Net pension liability (A) - (B)	\$ 5,292,819	\$ 6,612,758	\$ 2,072,999	\$ 5,698,086	\$ 5,755,184	\$ 6,353,798	\$ 6,165,406	\$ 7,783,664	\$ 6,976,836	\$ 4,563,826
Plan fiduciary net position as a percentage of the total pension liability	85.22%	81.45%	94.11%	82.23%	82.28%	80.20%	79.73%	73.85%	75.76%	82.44%
Covered payroll	\$ 2,162,410	\$ 2,367,957	\$ 2,510,196	\$ 2,532,924	\$ 2,611,428	\$ 3,224,888	\$ 3,557,984	\$ 3,816,272	\$ 3,866,480	\$ 3,822,287
Employer's net pension liability (asset) as a percentage of covered payroll	244.76%	279.26%	82.58%	224.96%	220.38%	197.02%	173.28%	203.96%	180.44%	119.40%

Notes to Schedule:

Benefit changes - None.

Change of assumptions -

2023 - None

2022 - The mortality projection scale was updated from MP-2020 to MP-2021.

2021 - The inflation rate changed from 2.50% to 2.30% and the mortality scale was changed to the Pub-2010 General Amount-Weighted Mortality tables for Employees, Healthy Retirees, Disabled Retirees and Contingent Survivors, male and female and female rates with generational projection from 2010 using Scale MP-2020 (improvement scale updates published annually).

2018 - 2020 - None.

2017 - The Municipal Bond Rate assumption changed from 2.71 % to 3.13%.

2016 - The Municipal Bond Rate assumption changed from 3.73% to 2.71%.

2015 - a) Mortality improvement projection scale was updated from a static projection using Scale AA 10 years after valuation date to a fully generational projection using Scale BB;

b) The interest rate assumption was changed from 7.47% to 7.0%.

CITY OF CREVE COEUR, MISSOURI

SCHEDULE OF EMPLOYER CONTRIBUTIONS
RETIREMENT PLAN FOR EMPLOYEES OF THE CITY

Last Ten Years

	Fiscal Years Ended June 30,									
	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Actuarially determined pension contributions	\$ 957,715	\$ 977,511	\$ 1,230,482	\$ 1,252,981	\$ 1,262,474	\$ 1,159,936	\$ 1,139,751	\$ 1,220,627	\$ 910,670	\$ 1,088,415
Contributions in relation to the actuarially determined contribution	965,204	1,287,117	1,271,253	1,303,058	1,307,755	1,188,826	1,200,992	1,270,404	1,254,457	1,444,717
Contribution deficiency (excess)	<u>\$ (7,489)</u>	<u>\$ (309,606)</u>	<u>\$ (40,771)</u>	<u>\$ (50,077)</u>	<u>\$ (45,281)</u>	<u>\$ (28,890)</u>	<u>\$ (61,241)</u>	<u>\$ (49,777)</u>	<u>\$ (343,787)</u>	<u>\$ (356,302)</u>
Covered payroll	\$ 2,162,410	\$ 2,367,957	\$ 2,510,196	\$ 2,532,924	\$ 2,611,428	\$ 3,224,888	\$ 3,557,984	\$ 3,816,272	\$ 3,272,453	\$ 3,822,287
Contributions as a percentage of covered payroll	44.64%	54.36%	50.64%	51.44%	50.08%	36.86%	33.75%	33.29%	38.33%	37.80%

Notes to schedule

Methods and assumptions used to determine contribution rates for the most recent year include:

Valuation date	June 30 of each year
Actuarial cost method	Entry age normal
Amortization method	Level percent. Closed, 14 year term for UAL as of 07/01/2015. Open, 15 year period for any UAL arising after 07/01/2015.
Asset valuation method	Three-year smoothed value, with difference between actual investment return and expected investment return recognized in equal installments over a three-year
General inflation	2.35%
Salary increases	4.00%
Investment rate of return	6.00%
Retirement age	Experience-based table of rates that are specific to the type of eligibility condition.
Mortality	Pub-2010 General Amount-Weighted Mortality tables for Employees, Healthy Retirees, Disabled Retirees and Contingent Survivors, male and female rates with generational projection from 2010 using Scale MP-2021 (improvement scale updates published annually).

Summary of changes from July 1, 2022 valuation

2023 - The inflation rate changed from 2.35 to 2.40%.

2022 - The inflation rate changed from 2.30% to 2.35%.

2021 - The inflation rate changed from 2.50% to 2.30% and the mortality scale was changed to the Pub-2010 General Amount-Weighted Mortality tables for Employees, Healthy Retirees, Disabled Retirees and Contingent Survivors, male and female rates with generational projection from 2010 using Scale MP-2020 (improvement scale updates published annually).

Summary of changes from July 1, 2018 valuation

Two year average of administration expenses were included in the calculation of the Actuarially Determined Contribution.

Summary of changes from July 1, 2017 valuation

The interest rate assumption was changed from 7% to 6.75%

Summary of changes from July 1, 2016 valuation:

None

Summary of changes from July 1, 2015 valuation

The summary scale assumption was changed from 5% to 4% per annum.

Summary of changes from the July 1, 2014 valuation

Mortality improvement projection scale was updated from a static projection using Scale AA 10 years after the valuation date to a fully generational projection using Scale BB.

The interest rate assumption was changed from 7.5% to 7.0%.

The contribution policy was changed. The amortization of Unfunded Actuarial Liability component of the City's cost was changed from an open 15-year amortization to a closed 10-year amortization of the UAL at July 1, 2015.

CITY OF CREVE COEUR, MISSOURI

**SCHEDULE OF INVESTMENT RETURNS
RETIREMENT PLAN FOR EMPLOYEES OF THE CITY**

Last Ten Years

	Years Ended June 30,									
	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Investment return net of all expenses	9.17%	(10.20%)	28.20%	2.30%	5.50%	7.69%	11.43%	1.15%	1.99%	17.86%

CITY OF CREVE COEUR, MISSOURI

**SCHEDULE OF CHANGES IN THE EMPLOYER'S NET PENSION LIABILITY AND RELATED RATIOS
MISSOURI LOCAL GOVERNMENT EMPLOYEE'S RETIREMENT SYSTEM (LAGERS)**

Last Six Years *

	Years Ended June 30,					
	2023	2022	2021	2020	2019	2018
Total pension liability						
Service cost	\$ 424,495	\$ 416,846	\$ 432,456	\$ 397,225	\$ 363,540	\$ 118,482
Interest on total pension liability	271,960	251,352	217,328	168,425	131,257	4,140
Benefit changes	-	-	-	-	-	1,656,786
Differences between expected and actual experience	144,219	(303,116)	(66,310)	110,666	10,716	(122,622)
Assumption changes	-	-	(45,175)	36,479	22,412	-
Benefit payments and refunds	(115,452)	(34,800)	(19,034)	(6,909)	(5,913)	(995)
Net change in total pension liability	725,222	330,282	519,265	705,886	522,012	1,655,791
Total pension liability beginning	3,733,240	3,402,958	2,883,693	2,177,803	1,655,791	-
Total pension liability ending	4,458,462	3,733,240	3,402,958	2,883,689	2,177,803	1,655,791
Plan fiduciary net position						
Contributions - employer	359,541	289,017	303,592	326,192	308,706	265,666
Contributions - employee	190,409	154,701	192,809	198,409	151,798	660,010
Pension plan net investment income	127,278	5,155	592,175	22,533	72,503	53,966
Benefit payments	(115,452)	(34,800)	(19,034)	(6,909)	(5,913)	(995)
Administrative expense	(16,148)	(7,850)	(6,792)	(9,287)	(7,739)	(4,869)
Other (net transfer)	(83,755)	1,323	(1,194)	(12,995)	(9,110)	(8,783)
Net change in plan fiduciary net position	461,873	407,546	1,061,556	517,943	510,245	964,995
Plan fiduciary net position beginning	3,462,285	3,054,739	1,993,183	1,475,240	964,995	-
Plan fiduciary net position ending	3,924,158	3,462,285	3,054,739	1,993,183	1,475,240	964,995
Employer net pension liability (asset)	\$ 534,304	\$ 270,955	\$ 348,219	\$ 890,506	\$ 702,563	\$ 690,796
Plan fiduciary net position as a percentage of the total pension liability	88.02%	92.74%	89.77%	69.12%	67.74%	58.28%
Covered payroll	\$ 4,765,533	\$ 3,967,089	\$ 4,254,336	\$ 4,189,259	\$ 3,808,285	\$ 3,627,761
Employer's net pension liability (asset) as a percentage of covered payroll	11.21%	6.83%	8.19%	21.26%	18.45%	19.04%

*This schedule is intended to show information for ten years. Additional years will be displayed as they become available.
The City joined LAGERS in fiscal year 2018.

CITY OF CREVE COEUR, MISSOURI

**SCHEDULE OF EMPLOYER CONTRIBUTIONS
MISSOURI LOCAL GOVERNMENT EMPLOYEE'S RETIREMENT SYSTEM (LAGERS)**

Last Six Years*

	Fiscal Years Ended June 30,					
	2023	2022	2021	2020	2019	2018
Actuarially determined pension contributions	\$ 359,773	\$ 294,301	\$ 298,830	\$ 326,671	\$ 307,776	\$ 265,666
Contributions in relation to the actuarially determined contribution	359,773	294,301	298,830	326,368	307,776	265,666
Contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ 303	\$ -	\$ -
Covered payroll	\$ 4,762,103	\$ 3,939,440	\$ 4,047,591	\$ 4,159,800	\$ 3,783,885	\$ 3,272,453
Contributions as a percentage of covered payroll	7.55%	7.47%	7.38%	7.85%	8.13%	8.12%

Notes to schedule:

Methods and assumptions used to determine contribution rates for the most recent year include

Valuation date February 28/29 of each year; the roll-forward of total pension liability from February 28, 2023, to June 30, 2023, reflects expected service cost and interest reduced by actual benefit payments.

Actuarial cost method Entry age normal cost and modified terminal fund

Amortization method Level percentage of payroll, closed

Remaining amortization period Multiple bases from 10 to 24.

Asset valuation method 5-year smoothed market, 20% corridor

General inflation 2.75% wage inflation; 2.25% price inflation.

Salary increases 2.75% to 6.75% including wage inflation.

Investment rate of return 7.00%, net of investment expenses.

Retirement age Experience-based table of rates that are specific to the type of eligibility condition.

Mortality The healthy retiree mortality tables, for post-retirement mortality, used in evaluating allowances to be paid were 115% of the PubG-2010 Retiree Mortality Table for males and females. The disabled retiree mortality tables, for post-retirement mortality, used in evaluating allowances to be paid were 115% of the PubNS-2010 Disabled Retiree Mortality Table for males and females. The pre-retirement mortality tables used were 75% of the PubG-2010 Employee Mortality Table for males and females of General groups and 75% of the PubS-2010 Employee Mortality Table for males and females of Police, Fire and Public Safety groups.

Other information None

*This schedule is intended to show information for ten years. Additional years will be displayed as they become available.

CITY OF CREVE COEUR, MISSOURI

SCHEDULE OF CHANGES IN THE EMPLOYER'S TOTAL OTHER
POST-EMPLOYMENT BENEFIT LIABILITY AND RELATED RATIOS
POST-EMPLOYMENT MEDICAL AND PRESCRIPTION PLAN FOR EMPLOYEES OF THE CITY

Last Six Years *

	Year Ended June 30,					
	2023	2022	2021	2020	2019	2018
Total OPEB liability						
Service cost	\$ 65,096	\$ 79,160	\$ 82,938	\$ 60,001	\$ 61,557	\$ 60,575
Interest costs	81,372	60,168	66,788	105,533	114,882	109,156
Effect of plan changes	-	-	(197,042)	-	-	-
Effect of economic/demographic gains or losses	-	(249,807)	-	-	-	-
Changes in assumptions of other inputs	68,320	(175,824)	7,688	13,902	67,457	(55,529)
Benefit payments and refunds	(193,146)	(180,621)	(205,533)	(185,050)	(205,833)	(185,866)
Net change in OPEB liability	21,642	(466,924)	(245,161)	(5,614)	38,063	(71,664)
Total OPEB liability, beginning	2,329,286	2,796,210	3,041,371	3,046,985	3,008,922	3,080,586
Total OPEB liability, ending	\$ 2,350,928	\$ 2,329,286	\$ 2,796,210	\$ 3,041,371	\$ 3,046,985	\$ 3,008,922
Covered payroll	\$ 7,489,953	\$ 6,776,517	\$ 7,007,624	\$ 7,758,346	\$ 7,058,245	\$ 7,011,239
Employer's net pension liability (asset) as a percentage of covered payroll	31.39%	34.37%	39.90%	39.20%	43.17%	42.92%

Notes to Required Supplementary Information:

No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75, "Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions".

Impact of Changes of Benefit Terms

Effective January 1, 2021, spouse medical premiums are increased by \$200 for each spouse that could attain coverage through their own employer's medical plan.

Impact of Plan Experience

The Plan has not had a formal actuarial experience study performed.

Impact of Change of Assumptions

The only change in assumptions is the discount rate which is based on the 20 year Bond GO Index. As of June 30, 2022, the discount rate was 3.54% (formerly 2.16% as of June 30, 2021).

As of June 30, 2023, the discount rate was 3.65% (formerly 3.54%). The medical trend assumption has been updated to reflect inflation trends.

Current year rates started at 6.0% (formerly 5.3%)

*This schedule is intended to show information for ten years. Additional years will be displayed as they become available.

COMBINING AND INDIVIDUAL FUND STATEMENTS AND SCHEDULES

**NONMAJOR GOVERNMENTAL FUNDS
AND MAJOR CAPITAL PROJECT FUNDS**

CITY OF CREVE COEUR, MISSOURI

COMBINING BALANCE SHEET -
NONMAJOR GOVERNMENTAL FUNDS

June 30, 2023

	<u>Special Revenue</u>	<u>Capital Projects</u>		
	<u>Sewer</u>	<u>Police</u>	<u>Debt</u>	
	<u>Lateral</u>	<u>Building</u>	<u>Service</u>	
	<u>Fund</u>	<u>Fund</u>	<u>Fund</u>	<u>Total</u>
ASSETS				
Cash, cash equivalents, and investments	\$ 286,490	\$ -	\$ 462,793	\$ 749,283
Cash, cash equivalents, and investments - restricted	-	1,159,121	-	1,159,121
Receivables				
Governmental agencies	-	-	27,137	27,137
TOTAL ASSETS	<u>\$ 286,490</u>	<u>\$ 1,159,121</u>	<u>\$ 489,930</u>	<u>\$ 1,935,541</u>
LIABILITIES				
Accounts payable	\$ -	\$ -	\$ -	\$ -
Accrued liabilities	537	-	-	537
Total liabilities	<u>537</u>	<u>-</u>	<u>-</u>	<u>537</u>
DEFERRED INFLOWS OF RESOURCES				
Unavailable revenues				
Property taxes	-	-	27,137	27,137
Total deferred inflows of resources	<u>-</u>	<u>-</u>	<u>27,137</u>	<u>27,137</u>
FUND BALANCES				
Restricted for				
Sewer lateral	285,953	-	-	285,953
Capital projects	-	1,159,121	-	1,159,121
Debt service	-	-	462,793	462,793
Total fund balances	<u>285,953</u>	<u>1,159,121</u>	<u>462,793</u>	<u>1,907,867</u>
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	<u>\$ 286,490</u>	<u>\$ 1,159,121</u>	<u>\$ 489,930</u>	<u>\$ 1,935,541</u>

CITY OF CREVE COEUR, MISSOURI

**COMBINING SCHEDULE OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS**

For the Year Ended June 30, 2023

	<u>Special Revenue</u>	<u>Capital Projects</u>		
	<u>Sewer</u>	<u>Police</u>	<u>Debt</u>	
	<u>Lateral</u>	<u>Building</u>	<u>Service</u>	
	<u>Fund</u>	<u>Fund</u>	<u>Fund</u>	<u>Total</u>
REVENUES				
General property and sales taxes	\$ -	\$ -	\$ 939,484	\$ 939,484
Other taxes	135,551	-	-	135,551
Investment income	7,715	35,137	13,014	55,866
	<u>143,266</u>	<u>35,137</u>	<u>952,498</u>	<u>1,130,901</u>
Total revenues				
EXPENDITURES				
Current				
Public works	108,158	-	-	108,158
Debt service				
Principal	-	-	1,045,000	1,045,000
Interest	-	-	247,384	247,384
Bond issuance costs and other	-	-	15,287	15,287
	<u>108,158</u>	<u>-</u>	<u>1,307,671</u>	<u>1,415,829</u>
Total expenditures				
NET CHANGE IN FUND BALANCE	35,108	35,137	(355,173)	(284,928)
FUND BALANCES, BEGINNING OF YEAR	250,845	1,123,984	817,966	2,192,795
FUND BALANCES, END OF YEAR	<u>\$ 285,953</u>	<u>\$ 1,159,121</u>	<u>\$ 462,793</u>	<u>\$ 1,907,867</u>

CITY OF CREVE COEUR, MISSOURI

SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGE IN FUND BALANCE - BUDGET AND ACTUAL -
CAPITAL IMPROVEMENT CAPITAL PROJECTS FUND

For the Year Ended June 30, 2023

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Over (Under) Budget</u>
REVENUES				
General property and sales taxes	\$ 2,206,608	\$ 2,206,608	\$ 2,291,906	\$ 85,298
Intergovernmental	1,448,346	1,448,346	1,489,193	40,847
Investment income	2,150	2,150	63,113	60,963
Miscellaneous	-	-	7,564	7,564
Total revenues	<u>3,657,104</u>	<u>3,657,104</u>	<u>3,851,776</u>	<u>194,672</u>
EXPENDITURES				
Public works	141,731	141,731	138,788	(2,943)
Capital outlay	<u>4,840,100</u>	<u>5,463,781</u>	<u>3,309,972</u>	<u>(2,153,809)</u>
Total expenditures	<u>4,981,831</u>	<u>5,605,512</u>	<u>3,448,760</u>	<u>(2,156,752)</u>
REVENUES (UNDER) OVER EXPENDITURES	<u>(1,324,727)</u>	<u>(1,948,408)</u>	<u>403,016</u>	<u>2,351,424</u>
OTHER FINANCING SOURCES				
Transfers in	800,000	800,000	400,000	(400,000)
Proceeds from sale of capital assets	<u>10,000</u>	<u>10,000</u>	<u>17,000</u>	<u>7,000</u>
Total other financing sources	<u>810,000</u>	<u>810,000</u>	<u>417,000</u>	<u>(393,000)</u>
NET CHANGE IN FUND BALANCE	<u>\$ (514,727)</u>	<u>\$ (1,138,408)</u>	<u>820,016</u>	<u>\$ 1,958,424</u>
FUND BALANCE, BEGINNING OF YEAR			<u>2,620,091</u>	
FUND BALANCE, END OF YEAR			<u>\$ 3,440,107</u>	

CITY OF CREVE COEUR, MISSOURI

**SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGE IN FUND BALANCE - BUDGET AND ACTUAL -
PARKS AND STORMWATER CAPITAL FUND**

For the Year Ended June 30, 2023

	Original Budget	Final Budget	Actual	Over (Under) Budget
REVENUES				
Sales taxes	\$ 2,485,601	\$ 2,485,601	\$ 2,685,791	\$ 200,190
Intergovernmental	140,000	140,000	-	(140,000)
Investment income	100	(100)	93,435	93,535
Miscellaneous	-	-	92,059	92,059
Total revenues	<u>2,625,701</u>	<u>2,625,501</u>	<u>2,871,285</u>	<u>245,784</u>
EXPENDITURES				
Public works	120,896	120,896	121,624	728
Capital outlay	<u>2,375,000</u>	<u>2,591,815</u>	<u>1,107,331</u>	<u>(1,484,484)</u>
Total expenditures	<u>2,495,896</u>	<u>2,712,711</u>	<u>1,228,955</u>	<u>(1,483,756)</u>
REVENUES OVER (UNDER) EXPENDITURES	129,805	(87,210)	1,642,330	1,729,540
OTHER FINANCING USES				
Transfers out	<u>(492,198)</u>	<u>(492,198)</u>	<u>(492,198)</u>	-
NET CHANGE IN FUND BALANCE	<u>\$ (362,393)</u>	<u>\$ (579,408)</u>	1,150,132	<u>\$ 1,729,540</u>
FUND BALANCE, BEGINNING OF YEAR			<u>2,988,692</u>	
FUND BALANCE, END OF YEAR			<u>\$ 4,138,824</u>	

CITY OF CREVE COEUR, MISSOURI

**SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGE IN FUND BALANCE - BUDGET AND ACTUAL -
SEWER LATERAL SPECIAL REVENUE FUND**

For the Year Ended June 30, 2023

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Over (Under) Budget</u>
REVENUES				
Other taxes	\$ 135,500	\$ 135,500	\$ 135,551	\$ 51
Investment income	<u>200</u>	<u>200</u>	<u>7,715</u>	<u>7,515</u>
Total revenues	135,700	135,700	143,266	7,566
EXPENDITURES				
Public works	<u>116,156</u>	<u>116,156</u>	<u>108,158</u>	<u>(7,998)</u>
NET CHANGE IN FUND BALANCE	<u>\$ 19,544</u>	<u>\$ 19,544</u>	35,108	<u>\$ 15,564</u>
FUND BALANCE, BEGINNING OF YEAR			<u>250,845</u>	
FUND BALANCE, END OF YEAR			<u>\$ 285,953</u>	

CITY OF CREVE COEUR, MISSOURI

**SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGE IN FUND BALANCE - BUDGET AND ACTUAL -
POLICE BUILDING FUND**

For the Year Ended June 30, 2023

	Original Budget	Final Budget	Actual	Over (Under) Budget
REVENUES				
Investment income	\$ 850	\$ 850	\$ 35,137	\$ 34,287
Total revenues	850	850	35,137	34,287
EXPENDITURES				
Total expenditures	-	-	-	-
NET CHANGE IN FUND BALANCE	<u>\$ 850</u>	<u>\$ 850</u>	35,137	<u>\$ 34,287</u>
FUND BALANCE, BEGINNING OF YEAR			<u>1,123,984</u>	
FUND BALANCE, END OF YEAR			<u>\$ 1,159,121</u>	

CITY OF CREVE COEUR, MISSOURI**SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGE IN FUND BALANCE - BUDGET AND ACTUAL -
DEBT SERVICE FUND**

For the Year Ended June 30, 2023

	Original Budget	Final Budget	Actual	Over (Under) Budget
REVENUES				
General property taxes	\$ 670,000	\$ 670,000	\$ 939,484	\$ 269,484
Investment income	500	500	13,014	12,514
Total revenues	670,500	670,500	952,498	281,998
EXPENDITURES				
Debt service				
Principal	470,000	1,045,000	1,045,000	-
Interest	247,657	256,369	247,384	(8,985)
Bond issuance costs and other	320	16,608	15,287	(1,321)
Total expenditures	717,977	1,317,977	1,307,671	(10,306)
NET CHANGE IN FUND BALANCE	\$ (47,477)	\$ (647,477)	(355,173)	\$ 292,304
FUND BALANCE, BEGINNING OF YEAR			817,966	
FUND BALANCE, END OF YEAR			\$ 462,793	

ENTERPRISE FUNDS

CITY OF CREVE COEUR, MISSOURI

COMBINING SCHEDULE OF REVENUES AND EXPENSES -
ENTERPRISE FUND - RECREATIONAL FUND

For the Year Ended June 30, 2023

	<u>Food Service Department</u>	<u>Golf Course Department</u>	<u>Ice Arena Department</u>	<u>Total</u>
OPERATING REVENUES				
Greens fees	\$ -	\$ 451,295	\$ -	\$ 451,295
Cart rental and merchandise sales	-	121,846	-	121,846
Food	15,740	-	-	15,740
Beverages	46,380	-	-	46,380
Admissions	-	-	60,960	60,960
Hockey league rental	-	-	174,551	174,551
Skate rental and sharpening	-	-	10,244	10,244
Skating lessons	-	-	56,765	56,765
Figure skating contracts	-	-	41,215	41,215
Ice activities	-	-	396,701	396,701
Miscellaneous	-	40,192	44,936	85,128
	<u>62,120</u>	<u>613,333</u>	<u>785,372</u>	<u>1,460,825</u>
Total operating revenues				
OPERATING EXPENSES				
Personnel services	8,792	372,048	342,692	723,532
Operating expenses	48,947	230,035	284,362	563,344
Depreciation	-	18,875	287,027	305,902
Amortization	-	9,910	-	9,910
	<u>57,739</u>	<u>630,868</u>	<u>914,081</u>	<u>1,602,688</u>
Total operating expenses				
OPERATING INCOME (LOSS)	<u>4,381</u>	<u>(17,535)</u>	<u>(128,709)</u>	<u>(141,863)</u>
NONOPERATING REVENUE				
Investment income	-	7,554	7,554	15,108
Interest expense	-	(7,239)	-	(7,239)
Gain (loss) on sales of assets	-	-	(27,782)	(27,782)
	<u>-</u>	<u>315</u>	<u>(20,228)</u>	<u>(19,913)</u>
Total nonoperating revenue				
INCOME (LOSS) BEFORE CAPITAL CONTRIBUTIONS	<u>4,381</u>	<u>(17,220)</u>	<u>(148,937)</u>	<u>(161,776)</u>
Capital contributions	<u>-</u>	<u>-</u>	<u>48,576</u>	<u>48,576</u>
CHANGE IN NET POSITION	<u>\$ 4,381</u>	<u>\$ (17,220)</u>	<u>\$ (100,361)</u>	<u>(113,200)</u>
NET POSITION, BEGINNING OF YEAR				2,835,702
PRIOR YEAR ADJUSTMENTS				<u>7,212</u>
RESTATED NET POSITION, BEGINNING OF YEAR				<u>2,842,914</u>
NET POSITION, END OF YEAR				<u>\$ 2,729,714</u>

CITY OF CREVE COEUR, MISSOURI

**SCHEDULE OF REVENUES AND EXPENSES - ENTERPRISE FUND -
RECREATIONAL FUND - BUDGET AND ACTUAL
FOOD SERVICE DEPARTMENT**

For the Year Ended June 30, 2023

	Original Budget	Final Budget	Actual	Over (Under) Budget
OPERATING REVENUES				
Food	\$ 12,450	\$ 12,450	\$ 15,740	\$ 3,290
Beverages	<u>38,000</u>	<u>38,000</u>	<u>46,380</u>	<u>8,380</u>
Total operating revenues	<u>50,450</u>	<u>50,450</u>	<u>62,120</u>	<u>11,670</u>
OPERATING EXPENSES				
Personnel services	6,739	6,739	8,792	2,053
Operating expenses	<u>39,553</u>	<u>39,553</u>	<u>48,947</u>	<u>9,394</u>
Total operating expenses	<u>46,292</u>	<u>46,292</u>	<u>57,739</u>	<u>11,447</u>
OPERATING INCOME	<u>\$ 4,158</u>	<u>\$ 4,158</u>	<u>\$ 4,381</u>	<u>\$ 223</u>

CITY OF CREVE COEUR, MISSOURI

SCHEDULE OF REVENUES AND EXPENSES - ENTERPRISE FUND -
RECREATIONAL FUND - BUDGET AND ACTUAL
GOLF COURSE DEPARTMENT

For the Year Ended June 30, 2023

	Original Budget	Final Budget	Actual	Over (Under) Budget
OPERATING REVENUES				
Greens fees	\$ 325,000	\$ 325,000	\$ 451,295	\$ 126,295
Cart rental and merchandise sales	95,140	95,140	121,846	26,706
Miscellaneous	26,129	26,129	40,192	14,063
Total operating revenues	446,269	446,269	613,333	167,064
OPERATING EXPENSES				
Personnel services	378,181	378,181	372,048	(6,133)
Operating expenses	238,182	270,182	230,035	(40,147)
Depreciation	-	-	18,875	18,875
Amortization	-	-	9,910	9,910
Total operating expenses	616,363	648,363	630,868	(17,495)
OPERATING INCOME (LOSS)	(170,094)	(202,094)	(17,535)	184,559
NONOPERATING REVENUE				
Investment income	50	50	7,554	7,504
Interest expense	-	-	(7,239)	(7,239)
Total nonoperating revenue	50	50	315	265
CHANGE IN NET POSITION	\$ (170,044)	\$ (202,044)	\$ (17,220)	\$ 184,824

CITY OF CREVE COEUR, MISSOURI

**SCHEDULE OF REVENUES AND EXPENSES - ENTERPRISE FUND -
RECREATIONAL FUND - BUDGET AND ACTUAL
ICE ARENA DEPARTMENT**

For the Year Ended June 30, 2023

	Original Budget	Final Budget	Actual	Over (Under) Budget
OPERATING REVENUES				
Admissions	\$ 48,000	\$ 48,000	\$ 60,960	\$ 12,960
Hockey league rental	170,000	170,000	174,551	4,551
Skate rental and sharpening	9,550	9,550	10,244	694
Skating lessons	47,000	47,000	56,765	9,765
Figure skating contracts	30,000	30,000	41,215	11,215
Ice activities	393,000	393,000	396,701	3,701
Miscellaneous	31,361	31,361	44,936	13,575
Total operating revenues	728,911	728,911	785,372	56,461
OPERATING EXPENSES				
Personnel services	351,748	351,748	342,692	(9,056)
Operating expenses	252,839	262,689	284,362	21,673
Depreciation	-	-	287,027	287,027
Total operating expenses	604,587	614,437	914,081	299,644
OPERATING INCOME (LOSS)	124,324	114,474	(128,709)	(243,183)
NONOPERATING REVENUE				
Investment income	50	50	7,554	7,504
Gain (loss) on sales of assets	-	-	(27,782)	(27,782)
Total nonoperating revenue	50	50	(20,228)	(20,278)
INCOME (LOSS) BEFORE CAPITAL CONTRIBUTIONS	124,374	114,524	(148,937)	(263,461)
Capital contributions	-	-	48,576	48,576
CHANGE IN NET POSITION	\$ 124,374	\$ 114,524	\$ (100,361)	\$ (214,885)

FIDUCIARY FUNDS

CITY OF CREVE COEUR, MISSOURI

**SCHEDULE OF CHANGES IN FIDUCIARY NET POSITION - BUDGET AND ACTUAL
PENSION TRUST FUND**

For the Year Ended June 30, 2023

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Over (Under) Budget</u>
ADDITIONS				
Investment income				
Interest and dividends earned	\$ 800,000	\$ 800,000	\$ 922,617	\$ 122,617
Net appreciation in fair value of investments	1,620,000	1,620,000	1,759,616	139,616
Total investment income	2,420,000	2,420,000	2,682,233	262,233
Less: investment management and custodial fees	67,600	67,600	59,135	(8,465)
Net investment income	2,352,400	2,352,400	2,623,098	270,698
Employee contributions	87,500	87,500	79,212	(8,288)
Employer contributions	1,086,811	1,086,811	965,204	(121,607)
Total additions	3,526,711	3,526,711	3,667,514	140,803
DEDUCTIONS				
Benefits	2,166,768	2,166,768	2,161,318	(5,450)
Administration services	22,690	22,690	19,709	(2,981)
Total deductions	2,189,458	2,189,458	2,181,027	(8,431)
CHANGE IN NET POSITION	<u>\$ 1,337,253</u>	<u>\$ 1,337,253</u>	1,486,487	<u>\$ 149,234</u>
NET POSITION RESTRICTED FOR PENSION BENEFIT, BEGINNING OF YEAR			<u>29,039,367</u>	
NET POSITION RESTRICTED FOR PENSION BENEFIT, END OF YEAR			<u>\$ 30,525,854</u>	

STATISTICAL SECTION

CITY OF CREVE COEUR, MISSOURI

STATISTICAL SECTION

June 30, 2023

This part of the City's ACFR presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplemental information says about the City's overall financial health.

Contents	Pages
Financial Trends	
These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.	96 - 102
Revenue Capacity	
These schedules contain information to help the reader assess the City's most significant local revenue source, the property tax.	103 - 106
Debt Capacity	
These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future.	107 - 109
Demographic and Economic Information	
These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place.	110 - 111
Operating Information	
These schedules contain service and infrastructure data to help the reader understand how the information in the City's financial report relates to the services the City provides and the activities it performs.	112 - 116

Sources: Unless otherwise noted, the information in these schedules is derived from the ACFRs for the relevant year.

CITY OF CREVE COEUR, MISSOURI

NET POSITION BY COMPONENT

Last Ten Fiscal Years

	June 30,									
	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Governmental Activities										
Net investment in capital assets	\$ 43,479,515	\$ 42,590,084	\$ 42,459,853	\$ 43,331,409	\$ 44,165,291	\$ 45,380,008	\$ 47,597,255	\$ 48,271,627	\$ 49,331,801	\$ 49,753,109
Restricted	11,272,527	10,891,013	6,400,650	2,505,278	1,949,617	992,308	56,916	37,125	100,682	186,500
Unrestricted	15,225,878	10,478,495	17,332,106	10,903,770	9,335,127	7,356,220	11,504,290	12,424,865	11,778,200	11,796,147
Total governmental activities net position	<u>\$ 69,977,920</u>	<u>\$ 63,959,592</u>	<u>\$ 66,192,609</u>	<u>\$ 56,740,457</u>	<u>\$ 55,450,035</u>	<u>\$ 53,728,536</u>	<u>\$ 59,158,461</u>	<u>\$ 60,733,617</u>	<u>\$ 61,210,683</u>	<u>\$ 61,735,756</u>
Business-type Activities										
Net investment in capital assets	\$ 2,340,682	\$ 2,626,350	\$ 2,870,763	\$ 2,787,456	\$ 3,054,445	\$ 3,343,764	\$ 3,420,324	\$ 3,436,167	\$ 3,198,238	\$ 3,405,635
Unrestricted	389,032	209,352	93,196	31,226	144,619	125,838	144,963	31,819	22,131	(1,354,864)
Total business-type activities net position	<u>\$ 2,729,714</u>	<u>\$ 2,835,702</u>	<u>\$ 2,963,959</u>	<u>\$ 2,818,682</u>	<u>\$ 3,199,064</u>	<u>\$ 3,469,602</u>	<u>\$ 3,565,287</u>	<u>\$ 3,467,986</u>	<u>\$ 3,220,369</u>	<u>\$ 2,050,771</u>
Primary Government										
Net investment in capital assets	\$ 45,820,197	\$ 45,216,434	\$ 45,330,616	\$ 46,118,865	\$ 47,219,736	\$ 48,723,772	\$ 51,017,579	\$ 51,707,794	\$ 52,530,039	\$ 53,158,744
Restricted	11,272,527	10,891,013	6,400,650	2,505,278	1,949,617	992,308	56,916	37,125	100,682	186,500
Unrestricted	15,614,910	10,687,847	17,425,302	10,934,996	9,479,746	7,482,058	11,649,253	12,456,684	11,800,331	10,441,283
Total primary government net position	<u>\$ 72,707,634</u>	<u>\$ 66,795,294</u>	<u>\$ 69,156,568</u>	<u>\$ 59,559,139</u>	<u>\$ 58,649,099</u>	<u>\$ 57,198,138</u>	<u>\$ 62,723,748</u>	<u>\$ 64,201,603</u>	<u>\$ 64,431,052</u>	<u>\$ 63,786,527</u>

Source: Basic financial statements.

2014 amount was restated for implementation of GASB 68 and 71.

CITY OF CREVE COEUR, MISSOURI

CHANGES IN NET POSITION

Last Ten Fiscal Years

	For the Years Ended June 30,									
	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
EXPENSES										
Governmental Activities										
General government	\$ 3,610,281	\$ 8,559,310	\$ 2,603,544	\$ 3,352,344	\$ 3,694,436	\$ 4,414,064	\$ 3,847,788	\$ 3,816,798	\$ 3,459,805	\$ 2,937,063
Public safety	7,791,880	7,936,609	2,839,917	7,475,356	7,588,435	8,062,364	7,294,707	7,161,156	6,666,101	6,379,688
Public works	7,587,697	8,109,920	6,052,349	6,748,030	6,931,109	7,801,003	6,565,453	6,320,068	6,697,351	7,051,789
Community development	1,166,553	1,356,415	419,065	1,426,912	1,512,723	1,593,856	1,435,456	1,417,196	1,253,125	1,155,390
Interest and fiscal charges	241,156	246,567	257,302	268,199	278,349	288,622	193,508	-	-	444,455
Total governmental activities expenses	20,397,567	26,208,821	12,172,177	19,270,841	20,005,052	22,159,909	19,336,912	18,715,218	18,076,382	17,968,385
Business-type Activities										
Recreation center	1,637,709	1,471,952	1,454,456	1,349,854	1,391,738	1,355,119	1,363,639	1,321,202	1,153,885	1,195,321
Total primary government expenses	22,035,276	27,680,773	13,626,633	20,620,695	21,396,790	23,515,028	20,700,551	20,036,420	19,230,267	19,163,706
PROGRAM REVENUES										
Governmental Activities										
Charges for services										
General government	630,503	830,858	670,547	433,288	486,480	456,423	437,159	406,135	435,310	229,190
Public safety	560,935	575,192	684,588	601,375	707,226	553,993	624,012	1,000,796	1,245,559	1,409,666
Public works	73,392	1,415,494	1,256,629	801,760	716,104	887,973	766,469	820,924	936,999	728,615
Community development	1,081,868	1,119,640	991,603	33,918	34,214	32,723	28,583	38,037	21,767	14,358
Operating grants and contributions	2,075,771	1,827,628	1,949,591	1,706,806	1,773,361	1,789,780	1,753,857	1,799,905	1,730,412	1,743,862
Capital grants and contributions	829,082	979,194	-	437,297	381,551	611,433	662,851	537,672	618,735	575,952
Total governmental activities program revenues	5,251,551	6,748,006	5,552,958	4,014,444	4,098,936	4,332,325	4,272,931	4,603,469	4,988,782	4,701,643
Business-type Activities										
Charges for services:										
Recreation center	1,460,825	1,302,574	1,152,343	967,322	1,121,200	1,054,880	1,228,705	1,068,062	995,236	1,002,575
Operating grants and contributions	-	40,513	37,500	-	-	-	-	-	-	-
Total business-type activities program revenues	1,460,825	1,343,087	1,189,843	967,322	1,121,200	1,054,880	1,228,705	1,068,062	995,236	1,002,575
Total primary government program revenues	6,712,376	8,091,093	6,742,801	4,981,766	5,220,136	5,387,205	5,501,636	5,671,531	5,984,018	5,704,218

CITY OF CREVE COEUR, MISSOURI

CHANGES IN NET POSITION (Continued)

Last Ten Fiscal Years

	For the Years Ended June 30,									
	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
NET REVENUES (EXPENSES)										
Governmental activities	(15,146,016)	(19,460,815)	(6,619,219)	(15,256,397)	(15,906,116)	(17,827,584)	(15,063,981)	(14,111,749)	(13,087,600)	(13,266,742)
Business-type activities	(176,884)	(128,865)	(264,613)	(382,532)	(270,538)	(300,239)	(134,934)	(253,140)	(158,649)	(192,746)
Total primary government net revenues (expenses)	(15,322,900)	(19,589,680)	(6,883,832)	(15,638,929)	(16,176,654)	(18,127,823)	(15,198,915)	(14,364,889)	(13,246,249)	(13,459,488)
GENERAL REVENUES AND OTHER										
CHANGE IN NET POSITION										
Governmental Activities										
Taxes:										
Property	1,843,170	1,667,113	1,722,300	1,821,136	1,664,257	1,395,387	563,490	539,318	547,335	553,347
Sales	11,845,836	10,131,706	7,155,079	7,842,205	8,328,955	7,715,670	7,107,947	7,166,389	7,024,743	6,876,143
Utility	6,372,856	5,301,872	5,074,729	5,699,666	5,905,257	6,023,630	5,630,711	5,964,434	5,586,528	5,775,034
Other	29,262	32,902	35,277	37,628	36,382	40,798	47,316	53,056	46,900	45,982
American recovery plan	660,111	-	-	-	-	-	-	-	-	-
Investment income	206,588	(1,072,363)	170,224	798,585	735,686	256,808	165,081	288,161	222,964	287,644
Gain(loss) on sale of capital assets	53,284	-	68,996	39,367	-	22,917	50,307	-	-	(3,139)
Miscellaneous	201,813	549,882	1,468,603	308,232	957,078	208,221	156,093	123,550	462,040	617,230
Transfers	(48,576)	-	-	-	-	(204,215)	(232,120)	(500,225)	(1,327,983)	(300,000)
Total governmental activities general revenues and other change in net position	21,164,344	16,611,112	15,695,208	16,546,819	17,627,615	15,459,216	13,488,825	13,634,683	12,562,527	13,852,241
Business-type Activities										
Investment income	15,108	608	172	2,150	-	39	115	532	264	189
Insurance proceeds	-	-	12,842	-	-	-	-	-	-	-
Transfers	48,576	-	-	-	-	204,215	232,120	500,225	1,327,983	-
Total business-type activities general revenues and other change in net position	63,684	608	13,014	2,150	-	204,254	232,235	500,757	1,328,247	189
Total primary government general revenues and other change in net position	21,228,028	16,611,720	15,708,222	16,548,969	17,627,615	15,663,470	13,721,060	14,135,440	13,890,774	13,852,430
CHANGE IN NET POSITION										
Governmental activities	6,018,328	(2,849,703)	9,075,989	1,290,422	1,721,499	(2,368,368)	(1,575,156)	(477,066)	(525,073)	585,499
Business-type activities	(113,200)	(128,257)	(251,599)	(380,382)	(270,538)	(95,985)	97,301	247,617	1,169,598	(192,557)
Total primary government	<u>\$ 5,905,128</u>	<u>\$ (2,977,960)</u>	<u>\$ 8,824,390</u>	<u>\$ 910,040</u>	<u>\$ 1,450,961</u>	<u>\$ (2,464,353)</u>	<u>\$ (1,477,855)</u>	<u>\$ (229,449)</u>	<u>\$ 644,525</u>	<u>\$ 392,942</u>

Source: Basic financial statements.

CITY OF CREVE COEUR, MISSOURI

FUND BALANCES - GOVERNMENTAL FUNDS

Last Ten Fiscal Years

	June 30,									
	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
General Fund										
Nonspendable	\$ 1,228,357	\$ 1,222,303	\$ 1,239,137	\$ 1,229,736	\$ 1,258,658	\$ 1,511,272	\$ 1,276,446	\$ 1,289,083	\$ 1,303,057	\$ 2,735,319
Restricted	20,336	1,896,930	-	-	-	-	-	-	-	-
Committed	3,000,000	2,200,000	2,949,533	2,949,533	-	-	-	-	-	-
Assigned	495,373	-	-	-	-	337,816	483,280	288,970	217,744	399,530
Unassigned	19,018,135	15,865,397	16,251,536	14,055,321	16,286,427	13,890,502	14,278,724	14,544,490	13,810,928	12,634,732
Total general fund	<u>\$ 23,762,201</u>	<u>\$ 21,184,630</u>	<u>\$ 20,440,206</u>	<u>\$ 18,234,590</u>	<u>\$ 17,545,085</u>	<u>\$ 15,739,590</u>	<u>\$ 16,038,450</u>	<u>\$ 16,122,543</u>	<u>\$ 15,331,729</u>	<u>\$ 15,769,581</u>
All Other Governmental Funds										
Restricted	\$ 12,027,637	\$ 10,118,067	\$ 6,629,863	\$ 3,701,574	\$ 4,877,968	\$ 9,731,920	\$ 10,522,350	\$ 37,125	\$ 100,682	\$ 186,650
Committed	-	-	-	2,118,358	1,998,714	1,887,040	1,702,929	2,188,311	1,643,035	1,096,020
Total all other governmental funds	<u>\$ 12,027,637</u>	<u>\$ 10,118,067</u>	<u>\$ 6,629,863</u>	<u>\$ 5,819,932</u>	<u>\$ 6,876,682</u>	<u>\$ 11,618,960</u>	<u>\$ 12,225,279</u>	<u>\$ 2,225,436</u>	<u>\$ 1,743,717</u>	<u>\$ 1,282,670</u>

Source: Basic financial statements.

CITY OF CREVE COEUR, MISSOURI

CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS

Last Ten Fiscal Years

	For the Years Ended June 30,									
	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
REVENUES										
General property and sales taxes	\$ 13,552,759	\$ 12,754,330	\$ 9,708,634	\$ 9,526,980	\$ 9,854,378	\$ 9,109,694	\$ 7,673,835	\$ 7,707,270	\$ 7,573,959	\$ 7,435,114
Public utility licenses	6,700,135	5,623,250	5,396,414	5,699,665	5,905,256	6,023,630	5,630,712	5,964,434	5,586,528	5,860,067
Other taxes	135,551	136,188	135,967	137,879	136,425	134,540	134,821	131,711	85,162	86,574
Licenses and permits	1,369,023	1,879,503	1,610,411	1,157,838	1,142,844	1,169,663	1,018,615	1,060,723	1,248,177	933,612
Municipal facilities	66,694	53,981	17,535	34,997	72,462	81,432	93,113	96,981	99,202	84,274
Intergovernmental	3,568,427	2,950,297	1,981,661	2,181,781	2,134,189	2,413,260	2,462,358	2,300,743	2,237,648	1,871,204
Fines, forfeitures, and charges for services	519,705	530,227	644,322	563,021	667,939	534,376	600,744	1,000,843	1,184,979	1,603,730
Investment income	206,588	(1,072,363)	170,224	798,585	735,686	257,277	165,081	288,161	222,965	287,644
Miscellaneous	312,309	849,141	1,502,885	421,909	1,055,370	252,257	165,204	220,023	449,949	445,475
Total revenues	26,431,191	23,704,554	21,168,053	20,522,655	21,704,549	19,976,129	17,944,483	18,770,889	18,688,569	18,607,694
EXPENDITURES										
General government	3,448,559	3,595,640	2,773,517	2,964,942	2,936,220	2,937,923	3,159,421	3,262,373	3,156,302	3,126,107
Public safety	7,443,504	6,713,914	7,109,639	7,496,345	7,302,121	7,517,294	6,899,238	6,515,068	6,350,570	6,163,104
Public works	3,820,164	3,235,831	3,282,366	3,389,371	3,362,777	3,271,193	3,388,121	3,479,473	3,998,481	3,955,462
Community development	1,198,265	1,183,382	1,476,340	1,527,547	1,505,714	1,411,244	1,399,051	1,334,521	1,221,667	1,150,934
Capital outlay	4,777,214	3,669,994	3,186,988	4,838,056	8,877,393	5,234,058	3,990,650	2,960,201	2,695,378	2,672,906
Debt service										
Principal	1,045,000	455,000	440,000	430,000	420,000	320,000	-	-	-	4,010,000
Interest	247,384	261,306	270,106	283,006	291,406	244,986	-	-	-	240,897
Bond issuance costs and other	15,287	318	636	-	250	636	151,631	-	-	-
Total expenditures	21,995,377	19,115,385	18,539,592	20,929,267	24,695,881	20,937,334	18,988,112	17,551,636	17,422,398	21,319,410
REVENUES OVER (UNDER) EXPENDITURES	<u>4,435,814</u>	<u>4,589,169</u>	<u>2,628,461</u>	<u>(406,612)</u>	<u>(2,991,332)</u>	<u>(961,205)</u>	<u>(1,043,629)</u>	<u>1,219,253</u>	<u>1,266,171</u>	<u>(2,711,716)</u>
OTHER FINANCING SOURCES (USES)										
Transfers in	1,323,014	1,739,528	596,366	629,802	531,167	1,200,000	400,000	400,000	400,000	3,150,000
Transfers out	(1,323,014)	(1,739,528)	(596,366)	(629,802)	(531,167)	(1,200,000)	(400,000)	(400,000)	(1,727,983)	(3,450,000)
Sale of capital assets	51,327	3,460	77,810	39,367	54,549	56,026	115,998	53,280	85,157	102,054
Issuance of bonds	-	-	-	-	-	-	10,635,000	-	-	-
Bond premium	-	-	-	-	-	-	208,381	-	-	-
Total other financing sources (uses)	<u>51,327</u>	<u>3,460</u>	<u>77,810</u>	<u>39,367</u>	<u>54,549</u>	<u>56,026</u>	<u>10,959,379</u>	<u>53,280</u>	<u>(1,242,826)</u>	<u>(197,946)</u>
NET CHANGES IN FUND BALANCES	<u>\$ 4,487,141</u>	<u>\$ 4,592,629</u>	<u>\$ 2,706,271</u>	<u>\$ (367,245)</u>	<u>\$ (2,936,783)</u>	<u>\$ (905,179)</u>	<u>\$ 9,915,750</u>	<u>\$ 1,272,533</u>	<u>\$ 23,345</u>	<u>\$ (2,909,662)</u>
Debt service as a percentage of noncapital expenditures	7.4%	4.5%	4.5%	4.2%	4.2%	3.1%	N/A	N/A	N/A	2.2%
Fines and forfeitures as a percentage of general operating revenues (1)	3.3%	2.2%	3.3%	2.9%	5.1%	4.0%	4.6%	7.4%	9.0%	11.4%

Source: Basic financial statements.

(1) Beginning in 2013 Missouri House Bill (HB) 103 requires cities to report the percentage of fines and forfeitures for traffic violation to the annual general operating revenue.

CITY OF CREVE COEUR, MISSOURI

PROGRAM REVENUES BY FUNCTIONS/PROGRAMS

Last Ten Fiscal Years

FUNCTIONS/PROGRAMS	June 30,									
	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Primary Government										
Governmental Activities										
General government	\$ 603,503	\$ 840,708	\$ 674,552	\$ 433,288	\$ 486,480	\$ 456,423	\$ 437,159	\$ 406,135	\$ 435,310	\$ 229,190
Public safety	674,541	575,192	684,588	1,055,125	746,070	615,270	686,920	1,071,479	1,329,100	1,573,505
Public works	2,864,639	4,212,466	3,200,654	2,492,113	2,792,622	3,226,475	3,118,603	3,080,129	3,192,034	2,884,590
Community development	1,081,868	1,119,640	993,164	33,918	73,764	34,157	30,249	45,726	32,338	14,358
Total governmental activities	5,224,551	6,748,006	5,552,958	4,014,444	4,098,936	4,332,325	4,272,931	4,603,469	4,988,782	4,701,643
Business-type Activities										
Recreation center	1,460,825	1,343,087	1,189,843	967,322	1,121,200	1,054,880	1,228,705	1,068,062	995,236	1,002,575
Total primary government	<u>\$ 6,685,376</u>	<u>\$ 8,091,093</u>	<u>\$ 6,742,801</u>	<u>\$ 4,981,766</u>	<u>\$ 5,220,136</u>	<u>\$ 5,387,205</u>	<u>\$ 5,501,636</u>	<u>\$ 5,671,531</u>	<u>\$ 5,984,018</u>	<u>\$ 5,704,218</u>

Source: Basic financial statements.

CITY OF CREVE COEUR, MISSOURI

TAX REVENUES BY SOURCE - GOVERNMENTAL FUNDS

Last Ten Fiscal Years

Fiscal Year	Property	Sales	Franchise And Public Service (1)	Sewer Lateral	Total
2023	\$ 1,706,923	\$ 11,845,836	\$ 6,372,856	\$ 135,551	\$ 20,061,166
2022	1,530,925	11,223,406	4,828,371	136,188	17,718,890
2021	1,586,333	8,240,746	4,593,033	135,967	14,556,079
2020	1,684,774	7,842,206	5,699,665	137,879	15,364,524
2019	1,525,424	8,328,954	5,905,256	136,425	15,896,059
2018	1,394,024	7,715,670	6,023,630	134,540	15,267,864
2017	565,888	7,107,947	5,630,712	134,821	13,439,368
2016	540,881	7,166,389	5,964,434	131,711	13,803,415
2015	549,217	7,024,742	5,586,528	85,162	13,245,649
2014	558,971	6,876,143	5,860,067	86,574	13,381,755

Source: Required supplemental information and basic financial statements.

(1) Franchise fees are included in beginning fiscal year 2016. In prior years, franchise fees were included in miscellaneous revenue.

CITY OF CREVE COEUR, MISSOURI

ASSESSED AND ESTIMATED ACTUAL VALUE OF TAXABLE PROPERTY

Last Ten Fiscal Years

Fiscal Year	Calendar Year	Real Property	Personal Property	Railroads And Utilities	Total Assessed Value	Total Direct Tax Rate	Estimated Actual Value	Assessed Value As A Percentage Of Actual Value
2023	2022	\$ 1,011,081,620	\$ 171,171,210	\$ 10,476,491	\$ 1,192,729,321	0.155 *	\$ 5,072,530,955	23.5 %
2022	2021	1,004,028,350	159,926,260	10,714,468	1,174,669,078	0.155 *	5,021,698,487	23.4
2021	2020	1,002,505,260	147,927,770	10,432,432	1,160,865,462	0.157 *	4,891,026,881	23.7
2020	2019	984,836,820	152,195,430	9,747,807	1,146,780,057	0.157 *	4,841,257,311	23.7
2019	2018	874,487,810	150,073,580	8,428,855	1,032,990,245	0.165 *	4,343,736,577	23.8
2018	2017	881,952,780	139,885,830	9,750,787	1,031,589,397	0.145 *	4,315,659,767	23.9
2017	2016	822,297,210	138,314,730	9,469,166	970,081,106	0.068 *	4,045,195,714	24.0
2016	2015	813,636,250	124,026,720	9,870,668	947,533,638	0.071 *	3,912,975,119	24.2
2015	2014	760,034,050	122,154,990	9,028,873	891,217,913	0.072 *	3,695,388,826	24.1
2014	2013	759,807,910	124,352,250	8,768,479	892,928,639	0.072 *	3,713,371,407	24.0

Source: St. Louis County Website Dec 31 Roll

*Commencing in 2003, Missouri State Law required the City to calculate a separate tax rate for residential real estate, agricultural real estate, commercial real estate, and personal property. The tax rate stated above for each year after 2003 reflects a re-blended rate for the various types of taxable property.

CITY OF CREVE COEUR, MISSOURI

PROPERTY TAX RATES - DIRECT AND ALL OVERLAPPING GOVERNMENTS

Last Ten Fiscal Years

	For the Years Ended June 30,									
	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
City of Creve Coeur*										
Operating	0.0730	0.0730	0.0750	0.0750	0.0830	0.0630	0.0680	0.0690	0.0720	0.0720
Debt service	0.0820	0.0820	0.0820	0.0820	0.0820	0.0820	-	-	-	-
Overlapping governments										
State of Missouri	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300
County general	0.1650	0.1650	0.1760	0.1760	0.1950	0.1950	0.2060	0.2060	0.2090	0.0200
County health/hospital	0.1110	0.1110	0.1180	0.1180	0.1310	0.1310	0.1380	0.1380	0.1400	0.1400
County park maintenance	0.0400	0.0400	0.0420	0.0420	0.0460	0.0460	0.0490	0.0490	0.0500	0.0500
County bond retirement	0.0190	0.0190	0.0190	0.0190	0.0190	0.0190	0.0190	0.0190	0.0190	0.0280
County road and bridge	0.0830	0.0830	0.0880	0.0880	0.0980	0.0980	1.0300	0.1030	0.1050	0.1050
St. Louis Community College	0.2787	0.2787	0.1987	0.1986	0.2129	0.2112	0.2185	0.2176	0.2200	0.2200
Special School District	1.0158	1.0158	1.1077	1.1077	1.1980	1.1912	1.2409	1.2348	1.2609	1.2400
Metro Zoo Park and Museum	0.2455	0.2455	0.2532	0.2549	0.2724	0.2694	0.2795	0.2777	0.2797	0.2797
Dev. Disability-Productive	0.0710	0.0710	0.0750	0.0750	0.0840	0.0840	0.0880	0.0880	0.0900	0.0890
St. Louis County Library	0.2060	0.2060	0.2350	0.2120	0.2340	0.2340	0.2460	0.2460	0.2500	0.2500
Parkway School District	3.6390	3.6390	3.8330	3.7661	4.0640	3.9857	4.2163	4.4617	4.0743	4.0743
Ladue School District	3.6100	3.6100	3.5497	3.5425	3.8237	3.8107	3.9195	3.5339	3.7000	3.6300
Pattonville School District	4.2858	4.2858	4.4662	4.4662	4.8800	4.8800	4.8800	4.8800	4.8800	4.5213
Metro Sewer District	0.1041	0.1041	0.1078	0.1077	0.1170	0.1159	0.1196	0.0876	0.0879	0.0874
Metro Sewer District Extension	0.1041	0.1041	0.1078	0.1077	0.1170	0.1159	0.1196	0.0195	0.0197	0.0196
Creve Coeur-Frontenac Sewer	-	-	-	-	-	-	-	-	-	-
University City Sewer Water	-	-	-	-	-	-	-	0.0930	0.0930	0.0930
Deer Creek Sewer District	0.0660	0.0660	0.0690	-	-	-	-	0.0830	0.0860	0.0860
West Overland Fire Protection District	1.7510	1.7510	1.8340	1.8130	2.0830	2.0970	2.0170	2.0170	2.0170	2.0170
Creve Coeur Fire Protection District	0.9750	0.9750	1.0280	1.0000	1.0920	1.1260	1.1790	1.1550	1.1875	0.9040

Source: St. Louis County website. Tax-Rates-Summary. (Rates stated per \$100 assessed valuation)

*Rate for residential property.

STL County Rate Book 2021

City-Fire-Sewer District Tax Code 108AE

CITY OF CREVE COEUR, MISSOURI

PRINCIPAL TAXPAYERS

Current Year and Ten Years Ago

Taxpayer	2023			2014		
	Taxable Assessed Valuation	Rank	Percentage Of Total City Taxable Assessed Value	Taxable Assessed Valuation	Rank	Percentage Of Total City Taxable Assessed Value
Bayer Research/Monsanto Company	\$ 58,437,350	1	4.90 %	\$ 51,581,950	1	5.73 %
RNSI City Place Owner LLC	39,977,410	2	3.35	-	-	-
Estate 18, LP)	24,000,100	3	2.01	-	-	-
Missouri American Water/St. Louis Co Water	12,173,380	4	1.02	-	-	-
MRES CP6 Holdings LP	10,542,820	5	0.88	7,577,670	7	0.84
Cross Creek Multifamily Apartments LP)	10,029,510	6	0.84	-	-	-
Asbury Automotive St. Louis, LLC	9,834,550	7	0.82	7,771,030	6	0.86
Danforth Plant Center	8,046,360	8	0.67	-	-	-
AVBH VICINO LLC	6,950,670	9	0.58	-	-	-
St. Josephs Convent of Mercy	6,411,160	10	0.54	8,132,160	5	0.90
Cornerstone Opportunity Ventures, LLC	-	-	-	30,375,400	2	3.38
I & G Direct Real Estate 18 LP	-	-	-	18,689,280	3	2.08
Joe H. Scott Sr./Scott Properties	-	-	-	9,973,020	4	1.11
Ameren UE	-	-	-	7,190,545	8	0.80
Ryan LLC	-	-	-	7,144,250	9	0.79
Cross Creek Multifamily Apartments LP	-	-	-	5,852,120	10	0.65
Total	<u>\$ 186,403,310</u>		<u>15.61 %</u>	<u>\$ 154,287,425</u>		<u>17.14 %</u>

Source: St. Louis County website

CITY OF CREVE COEUR, MISSOURI
PROPERTY TAX LEVIES AND COLLECTIONS

Last Ten Fiscal Years

Fiscal Year	Tax Levy Year	Net Tax Levy (1)	Current Tax Collections	Percent Collected As Current	Delinquent Tax Collections	Total Tax Collections	Total Collections As Percent Of Levy	Outstanding Delinquent Taxes	Outstanding Delinquent Taxes As Percent Of Levy
2023	2022	\$ 1,761,622	\$ 1,734,345	98.5 %	\$ (3,165)	\$ 1,731,180	98.3 %	\$ 41,865	2.38 %
2022	2021	1,568,653	1,555,240	99.1	(1,072)	1,554,168	99.1	25,104	1.60
2021	2020	1,711,040	607,620	35.5	(1,124,824)	1,732,444	101.3	5,737	0.34
2020	2019	1,692,331	1,700,129	100.5	9,984	1,710,113	101.1	1,271	0.08
2019	2018	1,585,844	1,570,353	99.0	(21,971)	1,548,382	97.6	10,661	0.67
2018	2017	1,452,839	1,443,206	99.3	(28,976)	1,414,230	97.3	10,570	0.73
2017	2016	593,291	587,102	99.0	(12,721)	574,381	96.8	6,704	1.13
2016	2015	581,463	578,325	99.5	(29,207)	549,118	94.4	9,576	1.65
2015	2014	575,834	560,882	97.4	(4,079)	556,803	96.7	12,709	2.21
2014	2013	573,273	566,355	98.8	1,040	567,395	99.0	13,495	2.35

Source: St. Louis County Department of Revenue Collection Division

(1) Originally adjusted for strike offs and additions by St. Louis Board of Equalization after 1978.
Effective Tax Levy Year 2017 includes tax levy associated with Creve Coeur Prop P for the Police Building construction.

(2) Data for delinquent tax collection, excluding penalties and interest, is not available by levy year.

CITY OF CREVE COEUR, MISSOURI

SALES TAX RATES, DIRECT AND OVERLAPPING

Last Ten Fiscal Years

<u>For The Years Ended June 30</u>	<u>City Direct Rate</u>	<u>St. Louis County</u>	<u>State Of Missouri</u>	<u>Direct And Overlapping</u>	<u>Taxable Sales (1)</u>
2023	1.250 %	3.513 %	4.225 %	8.988 %	\$ 527,540,940
2022	1.250	3.513	4.225	8.988	482,238,294
2021	1.250	3.513	4.225	8.988	426,494,688
2020	0.750	3.513	4.225	8.488	458,547,068
2019	0.750	3.513 **	4.225	8.488	475,718,191
2018	0.750	3.388 *	4.225	8.363	449,133,947
2017	0.750	2.888	4.225	7.863	492,360,659
2016	0.750	2.888	4.225	7.863	496,501,301
2015	0.750	2.888	4.225	7.863	480,735,101
2014	0.750	2.888	4.225	7.863	473,215,450

(1) Taxable sales reported by the Missouri Department of Revenue. State law prohibits the disclosure of specific taxpayer information.

Note: The City participates in the county-wide sales tax sharing pool, which is generally distributed based on population.

Note: The City's direct rate is made up of the following:

0.500 % Capital improvements sales tax
0.250 % Local option sales tax effective January 2011
0.500 % Park & Stormwater sales tax effective April 2021

St. Louis County The 1% County-wide sales tax is included in the St. Louis County Rate
0.500 % * Public Safety Prop P effective October 2017
0.125 % ** Sales Tax(Zoo) effective November 2018

CITY OF CREVE COEUR, MISSOURI

RATIOS OF OUTSTANDING DEBT BY TYPE

Last Ten Fiscal Years

Fiscal Year	Governmental Activities	Business-type Activities	Total Primary Government	Percentage Of Personal Income (1)	Per Capita(1)
	General Obligation Bonds (2)	Lease Payable			
2023	\$ 7,668,588	\$ 111,635	\$ 7,780,223	0.54%	\$ 419
2022	8,724,095	-	8,724,095	0.63%	468
2021	9,189,602	-	9,189,602	0.64%	493
2020	9,640,109	-	9,640,109	0.91%	541
2019	10,080,616	-	10,080,616	0.95%	565
2018	10,511,123	-	10,511,123	1.00%	589
2017	10,841,630	-	10,841,630	1.03%	608
2016	-	-	-	-	-
2015	-	-	-	-	-
2014	-	-	-	-	-

Source: Details regarding the City's outstanding debt can be found in the notes to the financial statements.

(1) See Demographics and Economic Statistics Table

(2) Face amount of bonds plus unamortized premium

CITY OF CREVE COEUR, MISSOURI

DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITIES DEBT

June 30, 2023

<u>Name Of Governmental Unit</u>	<u>Debt Outstanding</u>	<u>Estimated Percentage Applicable</u>	<u>Estimated Share Of Overlapping Debt</u>
St. Louis County	\$ 59,790,000	4.11 %	\$ 2,457,369
Parkway School District	303,365,000	13.32	40,408,218
Ladue School District	219,040,672	19.72	43,194,820
Pattonville School District	49,860,000	3.58	1,784,988
Monarch Fire District	8,425,000	4.30	362,275
West Overland Fire District	2,250,000	9.20	207,000
Creve Coeur Fire	14,970,000	61.91	9,267,927
Subtotal	<u>657,700,672</u>		<u>97,682,598</u>
City of Creve Coeur	<u>7,668,588</u>	100.00	<u>7,668,588</u>
Total Direct And Overlapping Debt	<u><u>\$ 665,369,260</u></u>		<u><u>\$ 105,351,186</u></u>

Source: Information was obtained by contacting the taxing jurisdiction and the St. Louis County Collector's office. The percentage applicable to the City is based on the jurisdiction's assessed value within the boundaries of the City.

CITY OF CREVE COEUR, MISSOURI

LEGAL DEBT MARGIN INFORMATION

Last Ten Fiscal Years

	For the Years Ended June 30,									
	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Debt limit	\$ 119,272,932	\$ 117,466,908	\$ 116,086,546	\$ 114,678,006	\$ 103,299,025	\$ 103,158,940	\$ 97,008,111	\$ 94,753,364	\$ 89,121,791	89,292,864
Net debt applicable to limit	<u>7,668,588</u>	<u>8,724,095</u>	<u>9,189,602</u>	<u>9,640,109</u>	<u>10,080,616</u>	<u>10,511,123</u>	<u>10,841,630</u>	<u>-</u>	<u>-</u>	<u>-</u>
Less: Amount available in debt service fund	(462,793)	(817,965)	(752,786)	(586,711)	(362,136)	(258,532)	-	-	-	-
Total net debt applicable to limit	<u>7,205,795</u>	<u>7,906,130</u>	<u>8,436,816</u>	<u>9,053,398</u>	<u>9,718,480</u>	<u>10,252,591</u>	<u>10,841,630</u>	<u>-</u>	<u>-</u>	<u>-</u>
Legal debt margin	<u><u>\$ 112,067,137</u></u>	<u><u>\$ 109,560,778</u></u>	<u><u>\$ 107,649,730</u></u>	<u><u>\$ 105,624,607</u></u>	<u><u>\$ 93,580,545</u></u>	<u><u>\$ 92,906,349</u></u>	<u><u>\$ 86,166,481</u></u>	<u><u>\$ 94,753,364</u></u>	<u><u>\$ 89,121,791</u></u>	<u><u>89,292,864</u></u>
Total net debt applicable to the limit as a percentage of debt limit	6.04%	6.73%	7.27%	7.89%	9.41%	9.94%	11.18%	-	-	-

Note: Bonded indebtedness is limited by Sections 95.111 and 95.120 of the Missouri Revised Statutes (1986) to 10% of the assessed value of taxable tangible property.

CITY OF CREVE COEUR, MISSOURI

DEMOGRAPHIC AND ECONOMIC STATISTICS

Last Ten Fiscal Years

Fiscal Year	Population (1)	Median Household Income (1)	Total Personal Income (1)	Per Capita Income (1)	Unemployment Rate (2)
2023	18,565	\$ 100,810	\$ 1,443,243,100	\$ 77,740	3.2
2022	18,660	95,699	1,375,503,240	73,714	2.3
2021	18,622	96,319	1,425,812,052	76,566	5.3
2020	17,833	88,350	1,055,624,435	59,195	9.0
2019	17,833	88,350	1,055,624,435	59,195	3.2
2018	17,833	88,350	1,055,624,435	59,195	3.2
2017	17,833	88,350	1,055,624,435	59,195	3.6
2016	17,833	88,350	1,055,624,435	59,195	4.5
2015	17,833	88,350	1,055,624,435	59,195	5.0
2014	17,833	88,350	1,055,624,435	59,195	6.1

(1) Source: 2010 and 2019 Census & U.S. Bureau of Census.

(2) Source: Missouri Department of Economic Development for St. Louis County

CITY OF CREVE COEUR, MISSOURI

PROPERTY VALUE AND CONSTRUCTION

Last Ten Fiscal Years

Fiscal Year	Calendar Year	Total Estimated Actual Value (1)	New Construction (2)				Alterations And Additions (2)		Building
			Commercial		Residential		Number Of Permits	Estimated Cost Of Construction	Demolitions (2)
			Number Of Permits	Estimated Cost Of Construction	Number Of Permits	Estimated Cost Of Construction			Number Of Permits
2023	2022	\$ 5,072,530,955	4	\$ 39,910,418	9	\$ 6,060,000	535	\$ 59,163,925	15
2022	2021	5,021,698,487	5	60,658,387	12	7,328,690	649	82,053,411	19
2021	2020	4,891,026,881	4	62,070,016	6	4,919,000	1131	111,664,327	10
2020	2019	4,841,257,311	3	20,935,395	17	11,641,106	1302	68,892,357	24
2019	2018	4,343,736,577	4	10,697,000	19	12,839,490	1333	71,746,160	44
2018	2017	4,315,659,767	6	31,341,876	18	8,763,246	1350	73,837,539	23
2017	2016	4,045,195,714	1	5,366,000	32	16,073,170	1191	68,495,046	29
2016	2015	3,912,975,119	7	30,974,548	48	22,179,779	1102	48,216,828	23
2015	2014	3,695,388,826	5	52,602,986	55	27,205,217	1060	56,975,739	26
2014	2013	3,718,748,397	2	18,389,042	14	6,381,607	1042	48,245,467	26

(1) Source: St. Louis County Department of Revenue

(2) Source: The City's Building Department

CITY OF CREVE COEUR, MISSOURI

PRINCIPAL EMPLOYERS

Current Year and Ten Years Ago

Employer	2023			2014		
	Employees	Rank	Percent Of Total City Employment	Employees	Rank	Percent Of Total City Employment
Mercy Hospital St. Louis	6,158	1	11.57 %	6,737	1	14.97 %
Bayer Corp Science LP formerly Monsanto	3,800	2	7.14	5,000	2	11.11
SSM Healthcare Corporation	1,217	3	2.29	450	4	1.00
Barnes West	848	4	1.59	-	-	-
London Stock Exchange Gourp	391	5	0.73	-	-	-
Plaza Motor Company	359	6	0.67	400	6	0.89
The Climate Corporation	311	7	0.58	-	-	-
Midwest Series of Lockton Companies LLC	254	8	0.48	180	16	0.40
Commerce Bank	225	9	0.42	200	12	0.44
Hicuity Health Inc.	221	10	0.42	-	-	-
Bension Hill	200	11	0.38	-	-	-
Armanino	197	12	0.37	-	-	-
Parc Provence Management LLC	196	13	0.37	-	-	-
Enterprise Bank & Trust	192	14	0.36	-	-	-
CSI Leasing	183	15	0.34	-	-	-
United Biosource LLC	176	16	0.33	-	-	-
Excel Home Care Inc.	175	17	0.33	-	-	-
Western Diesel Srvs	175	18	0.33	-	-	-
Chaminade College Preparatory	160	19	0.30	-	-	-
Assured Partners of Missouri	160	20	0.30	-	-	-
Daugherty Systems, Inc.	-	-	-	448	5	1.00
Bunzel Distribution USA Inc.	-	-	-	153	20	0.34
Clearent LLC	-	-	-	-	-	-
Reuters Information Technology, Inc.	-	-	-	1,000	3	2.22
Intellteach	-	-	-	350	7	0.78
Busey Bank	-	-	-	300	8	0.67
Arch Coal	-	-	-	235	9	0.52
Soft Surroundings	-	-	-	220	10	0.49
Ceridian Corporation	-	-	-	218	11	0.48
HBE Corporation	-	-	-	200	13	0.44
Rabo Agrifinance Inc.	-	-	-	199	14	0.44
Brown, Smith, Wallace	-	-	-	180	15	0.40
Corizon, Inc	-	-	-	165	17	0.37
Knowledge Lake, Inc.	-	-	-	165	18	0.37
Isle of Capri Casinos	-	-	-	160	19	0.36
Total	<u>15,598</u>		<u>29.30 %</u>	<u>16,960</u>		<u>37.69 %</u>

Source: Business License database

CITY OF CREVE COEUR, MISSOURI

FULL-TIME CITY GOVERNMENT EMPLOYEES BY FUNCTIONS/PROGRAMS

Last Ten Fiscal Years

FUNCTIONS/PROGRAMS	June 30									
	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
General government:										
Legislative services	1.0	1.0	1.0	1.0	1.0	1.7	1.7	1.0	1.0	1.0
Legal Services	-	-	-	-	1.0	-	-	-	-	-
Administrative services	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Municipal court	2.0	2.0	2.0	2.0	2.0	2.0	2.0	3.0	3.0	3.0
Finance	4.0	4.0	4.0	5.0	4.0	5.0	5.0	5.0	5.0	5.0
Information services	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Community services	1.2	1.2	1.2	0.7	0.7	0.7	0.7	0.7	0.7	1.0
Maintenance of municipal property	1.0	1.0	2.5	2.5	1.7	1.7	1.7	1.7	1.7	1.0
Police										
Officers	49.0	49.0	49.0	49.0	50.0	50.0	50.0	50.0	50.0	50.0
Civilians	5.0	5.0	4.0	3.0	3.0	4.3	4.3	4.0	4.0	4.0
Public works										
Administration	4.3	3.3	3.5	3.5	4.0	5.0	5.0	5.0	4.0	4.0
Street maintenance	9.0	9.0	9.0	9.0	10.0	11.0	11.0	11.0	11.0	11.0
Health and welfare	-	-	-	-	-	-	-	-	-	-
Parks maintenance	5.0	4.0	3.5	3.5	3.3	3.3	3.3	3.3	3.3	4.0
Community development	12.5	13.5	13.5	13.5	13.0	13.0	13.0	13.0	12.0	11.0
Capital Improvement - Administration	1.5	1.0	1.0	1.0	1.0	-	-	-	-	-
Ice arena	3.0	3.0	3.0	2.5	2.5	2.5	2.5	2.5	2.5	2.0
Golf course	3.8	3.8	3.8	3.8	3.8	3.8	3.8	3.8	3.8	3.0
Sewer lateral	0.2	0.2	-	-	-	-	-	-	-	-
Parks and stormwater	2.0	1.0	-	-	-	-	-	-	-	-
Total	109.5	107.0	106.0	105.0	106.0	109.0	109.0	109.0	107.0	105.0

Source: The City's Annual Budget Document

Schedule only includes full-time City personnel positions.

CITY OF CREVE COEUR, MISSOURI

OPERATING INDICATORS BY FUNCTIONS/PROGRAMS

Last Ten Fiscal Years

	For the Years Ended June 30,									
	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
FUNCTIONS/PROGRAMS										
Police-Patrol										
Arrests	572	501	364	790	889	790	655	991	1,442	1,388
Traffic citations	3,348	2,651	3,688	4,431	4,414	4,202	3,899	6,821	9,826	10,701
Crime reports	1,051	1,001	906	920	1,016	1,035	999	973	954	1,361
Accident reports	1,118	1,031	778	1,122	1,429	1,474	1,412	1,489	1,353	1,254
Warrants	142	148	152	83	170	115	101	173	148	165
Public Works										
Road repair-tons of mix	240	72	81	143	1,011	194	182	182	238	264
Linear feet of storm pipe cleared	-	60	60	100	-	50	-	-	-	90
Traffic control signs serviced	380	578	153	365	190	129	185	201	109	178
Leaves collected-cubic yards	11,855	12,511	14,568	15,107	15,450	13,663	14,590	14,244	14,820	20,452
Weed violations issued	125	65	58	47	52	93	54	38	25	32
Acres mowed and maintained	1,820	1,820	1,820	1,820	1,820	1,820	1,820	1,820	1,820	1,820
Trees and shrubs planted	267	406	321	458	313	78	28	9	47	350
Planning and Building										
Site development/concept plans	36	26	25	22	9	9	17	11	16	29
Rezoning applications	1	-	1	-	1	3	-	-	-	2
Text amendments	8	3	3	2	7	4	2	4	3	3
Building permits issued	1,150	1,426	1,422	1,322	1,356	1,374	1,224	1,154	1,120	1,046
Building inspections completed	6,095	7,496	8,500	6,027	7,716	6,163	6,251	5,482	5,614	5,093
Finance and Administration										
Merchant licenses issued	1,408	1,283	1,056	1,016	1,176	1,008	939	971	1,031	1,030
Payroll checks issued	3,885	3,395	3,538	3,596	3,581	3,776	3,729	3,762	3,679	3,639
Accounts payable processed	4,864	4,518	5,749	4,581	4,218	4,293	4,938	4,469	4,573	4,470
Website page views	252,000	259,844	248,057	238,673	365,800	362,696	432,380	451,242	395,649	362,508
Requests for public records	136	86	76	58	120	133	105	91	110	98

Source: The City's Internal Department Reports

CITY OF CREVE COEUR, MISSOURI

CAPITAL ASSETS STATISTICS BY FUNCTIONS/PROGRAMS

Last Ten Fiscal Years

FUNCTIONS/PROGRAMS	For the Years Ended June 30,									
	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Police										
Stations	1	1	1	1	1	1	1	1	1	1
Marked patrol units	15	13	13	14	17	11	11	16	16	16
Sectors	5	5	5	5	5	5	5	5	5	5
Public Works										
Miles of streets	79	79	79	79	162	157	157	157	157	154
Street lights and signals	123	123	123	123	121	121	121	121	121	121
Parks and Recreation										
Number of parks	6	6	6	6	7	7	7	7	7	7
Acres of parks	94.2	94.2	94.2	94.2	95.0	95.0	95.0	95.0	95.0	95.0
Tennis courts	7	7	8	8	8	8	8	8	8	8
PickleBall courts	2	2	-	-	-	-	-	-	-	-
Ice arena	1	1	1	1	1	1	1	1	1	1
Golf course	1	1	1	1	1	1	1	1	1	1

Source: The City's Capital Assets Inventory Report



CITY OF CREVE COEUR, MISSOURI

AUDITOR'S COMMUNICATION TO THE MAYOR AND CITY COUNCIL

For the Year Ended June 30, 2023

SIKICH.COM

CITY OF CREVE COEUR, MISSOURI
AUDITOR’S COMMUNICATION TO THE MAYOR AND CITY COUNCIL
TABLE OF CONTENTS

	<u>Page(s)</u>
COVER LETTER	1
REQUIRED COMMUNICATION WITH THOSE CHARGED WITH GOVERNANCE	2-9
• Adjusting Journal Entries	
• Conversion Journal Entries	
• Summary of Uncorrected Misstatements	
MANAGEMENT LETTER.....	10-11

12655 Olive Blvd., Suite 200
St. Louis, MO 63141
314.275.7277

SIKICH.COM

December 13, 2023

Honorable Mayor and Members of the City Council
City of Creve Coeur, Missouri

As part of our audit process, we are required to have certain communications with those charged with governance at the beginning of our audit process and at the conclusion of the audit. Those communications include information related to the planned scope and timing of our audit, as well as other information required by auditing standards. Our communication at the beginning of our audit process was sent to you on December 13, 2023.

In addition, auditing standards requires the communication of internal control related matters to those charged with governance. Our communication of deficiencies in internal control and other comments to management, as well as a listing of the audit adjustments posted by the City, if any, and passed audit adjustments are enclosed within this document.

This information is intended solely for the use of the Mayor, City Council and management of the City of Creve Coeur, Missouri and is not intended to be and should not be used by anyone other than these specified parties.

Sincerely,

Sikich LLP

Sikich LLP
By: Tamber M. Alsop, CPA
Partner

12655 Olive Blvd., Suite 200
St. Louis, MO 63141
314.275.7277

SIKICH.COM

Honorable Mayor and Members of the City Council
City of Creve Coeur, Missouri

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Creve Coeur, Missouri (the City) for the year ended June 30, 2023. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, *Government Auditing Standards*, and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated December 13, 2023. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in the notes to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the year. We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the City's financial statements were:

Management's estimate of depreciation expense of its depreciable capital assets (including infrastructure assets) is based upon management's assumptions regarding the useful lives of these assets.

Management's estimate of the net pension liability (asset) (including deferred outflows and inflows of resources) of the City's pension plans is based on the actuarial valuation performed by LAGERS actuary and the City's actuary for the Retirement Plan for the Employees.

Management's estimate of the total OPEB liability (including deferred outflows and inflows of resources) of the City's OPEB is based on the actuarial valuation performed by City's actuary.

Management makes various other accounting estimates related to investments, long-term debt, donations, and allowance for doubtful accounts. These estimates are based on market value and historical experience.

We evaluated the key factors and the assumptions used to develop the above estimates and determined they are reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements considered to be material, either individually or in the aggregate. Refer to the attached schedule labeled Adjusting Journal Entries for a summary of the corrected misstatements.

In addition, we assisted the City in preparing year-end close journal entries for the governmental activities for the financial statements and related notes. All journal entries prepared by us have been reviewed, approved, and if applicable record by management in the books and records. Refer to the attached schedule labeled Conversion Journal Entries for a summary of the journal entries for the governmental activities.

The uncorrected misstatements or the matters underlying them could potentially cause future period financial statements to be materially misstated, even though, in our judgment, such uncorrected misstatements are immaterial to the financial statements under audit.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated December 13, 2023.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a “second opinion” on certain situations. If a consultation involves application of an accounting principle to the City’s financial statements or a determination of the type of auditor’s opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City’s auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to the management’s discussion and analysis and the required supplemental information (RSI), as listed in the table of contents of the financial report, that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were also engaged to report on the combining and individual fund financial statements and schedules, as listed in the table of contents of the financial report, which accompany the financial statements but are not RSI. With respect to this information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled this information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the introductory and statistical sections, which accompany the financial statements but are not supplemental information. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on them. In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Restriction on Use

This information is intended solely for the information and use of management, the Mayor, and the City Council, and is not intended to be and should not be used by anyone other than these specified parties.

Sikich LLP

St. Louis, Missouri
December 13, 2023

City of Creve Coeur, Missouri

Year End: June 30, 2023

Adjusting Journal Entries

Date: 7/1/2022 To 6/30/2023

Number	Date	Name	Account No	Debit	Credit
AJE001	6/30/2023	Accounts Receivable	02-1599 02	57,713.00	
AJE001	6/30/2023	Other Agency Funding	02-4737 02		(57,713.00)
		To record additional receivable for the Lindberg/Old Olive project			
AJE002	6/30/2023	Right-to-Use Leased Asset	06-1815 06	120,985.00	
AJE002	6/30/2023	Lease Liability - Long-term	06-2899 06		(120,985.00)
		To record the Right-to-Use leased asset and related lease liability in the Enterprise fund			
AJE003	6/30/2023	Accumulated Amortization	06-1817 06		(9,910.00)
AJE003	6/30/2023	Lease Liability - Short-term	06-2898 06		(27,936.00)
AJE003	6/30/2023	Lease Liability - Long-term	06-2899 06	27,936.00	
AJE003	6/30/2023	Lease Liability - Long-term	06-2899 06	9,350.00	
AJE003	6/30/2023	Amortization Expense	06-00-00-7325 06	9,910.00	
AJE003	6/30/2023	Interest Expense	06-00-00-7326 06	7,239.00	
AJE003	6/30/2023	Equipment	06-14-33-9503 06		(16,589.00)
		To record amortization on the Right-to-Use asset and payments on the lease liability			
AJE004	6/30/2023	Lessor Receivables	06-1598 06	383,064.00	
AJE004	6/30/2023	Lessor Receivables	06-1598 06		(15,439.00)
AJE004	6/30/2023	Deferred Inflows-Leases	06-2897 06		(375,852.00)
AJE004	6/30/2023	Deferred Inflows-Leases	06-2897 06	22,192.00	
AJE004	6/30/2023	Unrestricted Fund Balance	06-3999 06		(7,212.00)
AJE004	6/30/2023	Misc. Golf Course Revenue	06-4506 06	11,129.00	
AJE004	6/30/2023	Misc. Golf Course Revenue	06-4506 06		(11,096.00)
AJE004	6/30/2023	Dielmann Tower Lease Payments	06-4532 06	11,129.00	
AJE004	6/30/2023	Dielmann Tower Lease Payments	06-4532 06		(11,096.00)
AJE004	6/30/2023	Interest Revenue	06-4704 06		(6,819.00)
		To record the PPA for the lessor receivable in the Enterprise Fund and related lessor activity			

City of Creve Coeur, Missouri

Year End: June 30, 2023

Conversion Journal Entries

Date: 7/1/2022 To 6/30/2023

Number	Date	Name	Debit	Credit
301	6/30/2023	Land	8,311,027.00	
301	6/30/2023	Buildings Improv & Park Improvements	21,542,744.00	
301	6/30/2023	Right of Way	157,602.00	
301	6/30/2023	Vehicles	2,725,311.00	
301	6/30/2023	Equipment, Furniture and Fixtures	2,645,648.00	
301	6/30/2023	CIP	2,531,830.00	
301	6/30/2023	Infrastructure, streets, sidewalks, etc.	74,865,448.00	
301	6/30/2023	Accumulated Depreciation		(62,506,863.00)
301	6/30/2023	Net Position		(50,272,747.00)
To record Fixed Asset Beginning balances				
302	6/30/2023	Accumulated Depreciation		(4,084,761.00)
302	6/30/2023	Depreciation - General Government	385,260.00	
302	6/30/2023	Depreciation Public Safety	367,782.00	
302	6/30/2023	Depreciation Public Works	3,331,719.00	
To record Current Year Governmental Depreciation				
303	6/30/2023	Buildings Improv & Park Improvements	857,962.00	
303	6/30/2023	Vehicles	535,499.00	
303	6/30/2023	Equipment, Furniture and Fixtures	114,554.00	
303	6/30/2023	CIP	2,965,430.00	
303	6/30/2023	CIP		(3,653,512.00)
303	6/30/2023	Infrastructure, streets, sidewalks, etc.	3,395,833.00	
303	6/30/2023	Vehicles		(240,756.00)
303	6/30/2023	Equipment		(22,963.00)
303	6/30/2023	Equipment		(19,992.00)
303	6/30/2023	Buildings And Improvements		(38,317.00)
303	6/30/2023	Park And Recreation		(284,463.00)
303	6/30/2023	Streets		(641,628.00)
303	6/30/2023	Streets		(1,834,871.00)
303	6/30/2023	Capital Equipment		(311,743.00)
303	6/30/2023	Park Development Projects		(212,411.00)
303	6/30/2023	Stormwater Projects		(595,369.00)
303	6/30/2023	Equipment		(13,253.00)
To record FA Additions and CIP completions				
304	6/30/2023	Reimbursements	29,575.00	
304	6/30/2023	Proceeds - Sale Of Fixed Assets	33,095.00	
304	6/30/2023	Proceeds - Sale Of Fixed Assets	17,000.00	
304	6/30/2023	Buildings Improv & Park Improvements		(16,605.00)
304	6/30/2023	Vehicles		(306,288.00)
304	6/30/2023	Equipment, Furniture and Fixtures		(307,471.00)
304	6/30/2023	Accumulated Depreciation	599,272.00	
304	6/30/2023	Gain/Loss on Disposal of Assets		(52,052.00)
304	6/30/2023	Transfer out	3,474.00	
To record FA Disposals and asset transfer to Golf Maintenance				

Number	Date	Name	Debit	Credit
305	6/30/2023	Unrestricted Fund Balance	9,174,461.00	
305	6/30/2023	Unrestricted Fund Balance	82,552.00	
305	6/30/2023	Payment to bond escrow agent		(575,000.00)
305	6/30/2023	Payment to bond escrow agent		
305	6/30/2023	GO Bonds Payable-Long Term		(8,570,000.00)
305	6/30/2023	GO Bonds Payable-Long Term	1,045,000.00	
305	6/30/2023	GO Bonds Payable-Long Term	480,000.00	
305	6/30/2023	GO Bonds Payable-Current Portion		(480,000.00)
305	6/30/2023	Bond Premium		(154,095.00)
305	6/30/2023	Bond Premium	10,507.00	
305	6/30/2023	Compensated Absences-Long Term		(450,366.00)
305	6/30/2023	Accrued Interest		(82,552.00)
305	6/30/2023	Accrued Interest	10,690.00	
305	6/30/2023	Amortization Expense		(10,507.00)
305	6/30/2023	Amortization Expense		(10,690.00)
305	6/30/2023	Debt Principal Payment		(470,000.00)
To record Prior Year beginning debt and compensated absences				
306	6/30/2023	Compensated Absences-Long Term		(82,118.00)
306	6/30/2023	Compensated Absences-Long Term	458,743.00	
306	6/30/2023	Compensated absences - Current Portion		(458,743.00)
306	6/30/2023	Salaries - Full Time Employees	1,163.00	
306	6/30/2023	Salaries - Full Time Employees	73,260.00	
306	6/30/2023	Salaries - Full Time Employees	21,908.00	
306	6/30/2023	Salaries - Full Time Employees		(14,213.00)
To record the change in compensated absences				
307	6/30/2023	Capital Contributions	3,474.00	
307	6/30/2023	Transfer in		(3,474.00)
To reclass the capital contribution of asset transfer to transfer				
308	6/30/2023	Net Pension Liability/Asset - OPEB		(2,329,286.00)
308	6/30/2023	Deferred Outflows - OPEB	179,006.00	
308	6/30/2023	Deferred Inflows - OPEB		(524,336.00)
308	6/30/2023	Net Position	2,674,616.00	
To record beginning balances of OPEB				
309	6/30/2023	Net Pension Liability/Asset - OPEB		(21,012.00)
309	6/30/2023	Deferred Outflows - OPEB	23,861.00	
309	6/30/2023	Deferred Inflows - OPEB	84,625.00	
309	6/30/2023	Pension Contribution		(45,486.00)
309	6/30/2023	Pension Contribution		(35,514.00)
309	6/30/2023	Pension Contribution		(2,974.00)
309	6/30/2023	Pension Contribution		(3,500.00)
To record Current Year OPEB Activities (GASB 75)				

Number	Date	Name	Debit	Credit
310	6/30/2023	Deferred Revenue	16,287.00	
310	6/30/2023	Deferred Revenue Court	135,617.00	
310	6/30/2023	Real Property Taxes		(696.00)
310	6/30/2023	Muni Court Fines And Forfeitures		(8,875.00)
310	6/30/2023	Net Position		(126,742.00)
310	6/30/2023	Net Position		(15,591.00)
		To record change in unavailable revenues		
311	6/30/2023	Deferred outflows - Pension	1,403,365.00	
311	6/30/2023	Net Pension Liability		(6,883,713.00)
311	6/30/2023	Deferred Inflows - Pension		(346,208.00)
311	6/30/2023	Net Position	5,826,556.00	
311	6/30/2023	Pension Contribution		
		To record beginning balance in NLP, related deferred's		
312	6/30/2023	Deferred outflows - Pension		(614,180.00)
312	6/30/2023	Net Pension Liability	1,056,590.00	
312	6/30/2023	Deferred Inflows - Pension		(92,260.00)
312	6/30/2023	Pension Contribution		(182,165.00)
312	6/30/2023	Pension Contribution		(142,087.00)
312	6/30/2023	Pension Contribution		(11,899.00)
312	6/30/2023	Pension Contribution		(13,999.00)
		To record GASB 68 adjustments for all pensions except enterprise		
313	6/30/2023	Other Agency Funding	660,111.00	
313	6/30/2023	ARPA Funds		(660,111.00)
		Reclass ARPA funding		
314	6/30/2023	Transfers From Other Funds	45,102.00	
314	6/30/2023	Park And Recreation		(45,102.00)
		To reclass contribution to enterprise fund		

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COMMUNICATION OF DEFICIENCIES IN INTERNAL CONTROL AND OTHER COMMENTS TO MANAGEMENT

Honorable Mayor and Members of the City Council
City of Creve Coeur, Missouri

In planning and performing our audit of the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Creve Coeur, Missouri as of and for the year ended June 30, 2023, in accordance with auditing standards generally accepted in the United States of America, we considered City of Creve Coeur's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of City of Creve Coeur internal control. Accordingly, we do not express an opinion on the effectiveness of City of Creve Coeur's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis.

Our consideration of internal control was for the limited purpose described in the first paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses. Given these limitations during our audit, we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

This communication is intended solely for the information and use of management, the Mayor, and the City Council, and is not intended to be, and should not be, used by anyone other than these specified parties.

SiKich LLP

St. Louis, Missouri
December 13, 2023

CITY OF CREVE COEUR, MISSOURI

SCHEDULE OF MANAGEMENT COMMENT AND RECOMMENDATION

Finding For the Year Ended June 30, 2023

1. COMMENT

We noted the City has escrows outstanding older than 5 years old, approximating \$123K. Per inquiry of Finance personnel, Community Development cannot find the paper file for the permit and the information in the permit tracker does not have enough information to be able to contact the contractor. The department is short staffed and is holding off on these until they are better staffed to contact the City attorney to decide the best course of action.

RECOMMENDATION

We recommend the City continue to investigate these amounts and perhaps discuss with the City attorney and Council.



CITY OF CREVE COEUR, MISSOURI

SINGLE AUDIT REPORT

For the Year Ended June 30, 2023

An abstract background featuring a complex pattern of overlapping, semi-transparent geometric shapes, primarily triangles and polygons, in shades of gray and white, creating a sense of depth and movement.

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CITY OF CITY COEUR, MISSOURI
TABLE OF CONTENTS

	<u>Page(s)</u>
Independent Auditor’s Report on Compliance for each Major Federal Program; Report on Internal Control over Compliance; and Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance.....	1-3
Schedule of Expenditures of Federal Awards.....	4
Notes to the Schedule of Expenditures of Federal Awards	5
Schedule of Findings and Questioned Costs.....	6-7

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**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH
MAJOR FEDERAL PROGRAM; REPORT ON INTERNAL CONTROL
OVER COMPLIANCE; AND REPORT ON SCHEDULE OF EXPENDITURES
OF FEDERAL AWARDS REQUIRED BY THE UNIFORM GUIDANCE**

Honorable Mayor and Members of the City Council
City of Creve Coeur, Missouri

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the City of Creve Coeur, Missouri's (the City) compliance with the types of compliance requirements identified as subject to audit in the OMB Compliance Supplement that could have a direct and material effect on each of the City's major federal programs for the year ended June 30, 2023. The City's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2023.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibility for the Auditor Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the City's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance Section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses as defined above. However, material weaknesses or significant deficiencies may exist that have not been identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of and for the year ended June 30, 2023, and the related notes to financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon dated December 13, 2023, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

Sikich LLP

St. Louis, Missouri
December 13, 2023

CITY OF CREVE COEUR, MISSOURI

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

For the Year Ended June 30, 2023

Federal Grantor	Pass-Through Grantor	Program Title	Federal ALN Number	Program/Grant Number	Expenditures
U.S. Department of Justice	N/A	Bulletproof Vest Partnership Program	16.607	N/A	\$ 5,837
		Total U.S. Department of Justice			5,837
U.S. Department of Transportation	Missouri Department of Transportation	Highway Planning and Construction	20.205*	STP-5561(611)	56,048
	Missouri Department of Transportation	Highway Planning and Construction	20.205*	STP-5526(647)	680,014
					736,062
U.S. Department of Transportation	Missouri Department of Transportation	Alcohol Open Container Requirements	20.607	22-154-AL-059	10,347
	Missouri Department of Transportation	Alcohol Open Container Requirements	20.607	23-154-AL-061	42,102
					52,449
		Highway Safety Cluster:			
U.S. Department of Transportation	Missouri Department of Transportation	State and Community Highway Safety	20.600	22-PT-02-061	6,006
	Missouri Department of Transportation	State and Community Highway Safety	20.600	23-PT-02-078	5,540
	Missouri Department of Transportation	State and Community Highway Safety	20.600	BPCSL8KZ	7,342
					18,888
U.S. Department of Transportation	Missouri Department of Transportation	National Priority Safety Programs	20.616	22-M2HVE-05-007	1,890
	Missouri Department of Transportation	National Priority Safety Programs	20.616	23-M2HVE-05-013	3,491
					5,381
		Total Highway Safety Cluster			24,269
		Total U.S. Department of Transportation			770,678
U.S. Department of Treasury	N/A	COVID-19 Coronavirus State and Local Recovery Funds	21.027	N/A	660,111
		Total U.S. Department of Treasury			660,111
TOTAL EXPENDITURES OF FEDERAL AWARDS					<u>\$ 1,478,728</u>

*Denotes major federal program.

CITY OF CREVE COEUR, MISSOURI

NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

For the Year Ended June 30, 2023

Note A - Significant Accounting Policies

The accompanying Schedule of Expenditures of Federal Awards has been prepared in accordance with accounting principles generally accepted in the United States of America as promulgated by the Governmental Accounting Standards Board (GASB). It is a summary of the activity of the City's federal awards programs prepared on the accrual basis of accounting. Accordingly, expenditures are recognized when the liability has been incurred and revenues are recognized when the qualifying expenditure has been incurred.

Note B - Other Information

The City did not receive any federal insurance or noncash assistance and provided no Federal awards to subrecipients during the year ended June 30, 2023.

Note C - Indirect Cost Rate

The City did not elect the federal 10% de minimis indirect cost rate for the year ended June 30, 2023.

CITY OF CREVE COEUR, MISSOURI

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

For the Year Ended June 30, 2023

Section I - Summary of Auditor's Results

Financial Statements

Type of auditor's report issued:

Unmodified

Internal control over financial reporting:

Material weakness(es) identified?

_____ Yes X No

Significant deficiency(ies) identified?

_____ Yes X None reported

Noncompliance material to financial statements noted?

_____ Yes X No

Federal Awards

Internal Control over major federal programs:

Material weakness(es) identified?

_____ Yes X No

Significant deficiency(ies) identified?

_____ Yes X None reported

Type of auditor's report issued on compliance major federal programs:

Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CRF 200.516(a)?

_____ Yes X No

Identification of major federal programs:

ALN Number(s)

Name of Federal Program or Cluster

20.205

Highway Planning and Construction

Dollar threshold used to distinguish between Type A and Type B programs:

\$750,000

Auditee qualified as low-risk auditee?

_____ Yes X No

CITY OF CREVE COEUR, MISSOURI

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)

For the Year Ended June 30, 2023

Section II - Findings - Financial Statement Audit

None

Section III - Federal Award Findings and Questioned Costs

None

Section IV - Summary Schedule of Prior Audit Findings

None



**WORK SESSION MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
DECEMBER 11, 2023
6:00 PM**

CALL TO ORDER

A work session 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, December 11, 2023 at 6:02 PM.

ROLL CALL

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

Council Member, Ward 1 Heather Silverman and Council Member, Ward 3 Sari Neudorf were absent.

Staff Present: City Administrator Mark Perkins, City Attorney Carl Lumley, Director of Public Works Jim Heines, Chief of Police Jeffrey Hartman (*arrived at 7:02 p.m.*), Public Information Officer and Management Analyst Melissa Bradford, and City Clerk Kellie Henke.

Others Present: Angelica Gutierrez, Gabby Danback, and Kaitlyn Service, of Great Rivers Greenway, Eric Karch and Michael Wheeler of Reitz & Jenz Consulting Engineers, and Kelley Davis of Lochmueller Group.

DISCUSSION ITEMS

1. Approval of November 27, 2023 City Council Work Session Minutes

RESULT: APPROVED (UNANIMOUS)

MOVER: Council Member Ward 4 Tierney

SECONDER: Council Member Ward 2 Carney

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

The vote on the motion being 6 ayes and 0 nays, motion carried.



**WORK SESSION MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
DECEMBER 11, 2023
6:00 PM**

2. Centennial Greenway and 39 North Connector Update

Angelica Gutierrez, of Great Rivers Greenway, provided a project update of the Centennial Greenway and 39 North Connector (see Exhibit A) and discussed current segments and projects currently in process. Ms. Gutierrez provided an overview of the project goals and objectives, which include extending the Centennial Greenway, improving safety, and creating safe Greenway crossings.

Council Member Hoffman confirmed the connecting trails would be concrete and compliant with accessibility standards under the Americans with Disabilities Act (ADA).

Eric Karch, of Reitz and Jenz Consulting Engineers, provided an overview of the Centennial Greenway 39 North alignment plan and stated traffic impact studies and technical advisory coordination with road agencies have been conducted. Mr. Karch provided an overview of the connector trail and stated the Greenway would be in right-of-way where feasible, but temporary and permanent easements on some private property would be required.

Mayor Hoffman asked if bridging for pedestrian crossing had been considered for Olive Boulevard and Lindbergh Boulevard. To which, Mr. Karch stated both creating a bridge over Olive Boulevard and creating a tunnel underneath have been considered, but would not be feasible. Mr. Karch stated, for the safety of pedestrians, constructing a bridge crossing over Lindbergh Boulevard is recommended. Mr. Karch stated, per discussions with Ameren, existing utility lines would be placed underground due to low clearance; raising the lines could be an option but is not recommended.

Ms. Danback provided an overview of the project's engagement progress and goals, including trail neighbor stakeholder meetings.

Ms. Gutierrez provided an overview of the projects' next steps including completion of the preliminary design, submitting grant applications for construction of the Centennial Greenway Segment and bridge crossing in the City of Creve Coeur and Phase 1 and 2 of the Greenway Connector, future design phases, and a potential cooperation agreement between the City of Creve Coeur and Great Rivers Greenway for grant management and cost share opportunities. City Administrator Mark Perkins stated the expectation is for the City to accept responsibility for future maintenance and ownership of the Greenway within its borders, but City staff's position is that this responsibility would be exclusive of the bridge structure.



**WORK SESSION MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
DECEMBER 11, 2023
6:00 PM**

Mr. Karch provided an overview of the site concept plan for the Centennial Greenway and 39 North Connector segments (see Exhibit B), including:

- Segments 1 and 2: Stacy Park to Bayer Drive; crossing from Olive Boulevard to Danforth Road
- Segment 3: Corporate Square Drive
- Segment 4 and 5: Corporate Lake Drive and Research Boulevard
- Segment 6: Research Boulevard and Gateway Boulevard
- Part Segments 6, 7, 8: Research Boulevard and Baur Boulevard
- Part Segments 7 and 8: Baur Boulevard at US Highway 67
- Segment 8: Baur Boulevard at US Highway 67 (west end alternatives)

Council Member Tierney confirmed that the establishment of public parking areas has not been discussed.

ADJOURNMENT

City Administrator Mark Perkins requested to go into Executive Session to discuss contract negotiation and attorney client communication.

RESULT: APPROVED (UNANIMOUS)

MOVER: Council Member Ward 4 Tierney

SECONDER: Council Member Ward 3 Hoffman

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

The vote on the motion being 6 ayes and 0 nays, motion carried.

The meeting adjourned to go into Executive Session at 7:15 p.m.

Submitted by:

Kellie Henke
City Clerk

Dr. Robert Hoffman
Mayor

Exhibit
A

Centennial Greenway

39 North



Angelica Gutierrez, Sr. Project Manager
agutierrez@grgstl.org

Kaitlyn Service, Project Manager
kservice@grgstl.org

Gabby Danback, Civic Engagement Manager
gdanback@grgstl.org





Centennial Greenway: 39 North Project Team



**Eric Karch & Mike Wheeler,
Reitz and Jens**



Derek Don, DG2



Brett Brooks, EDSI



Kelley Davis, Lochmueller



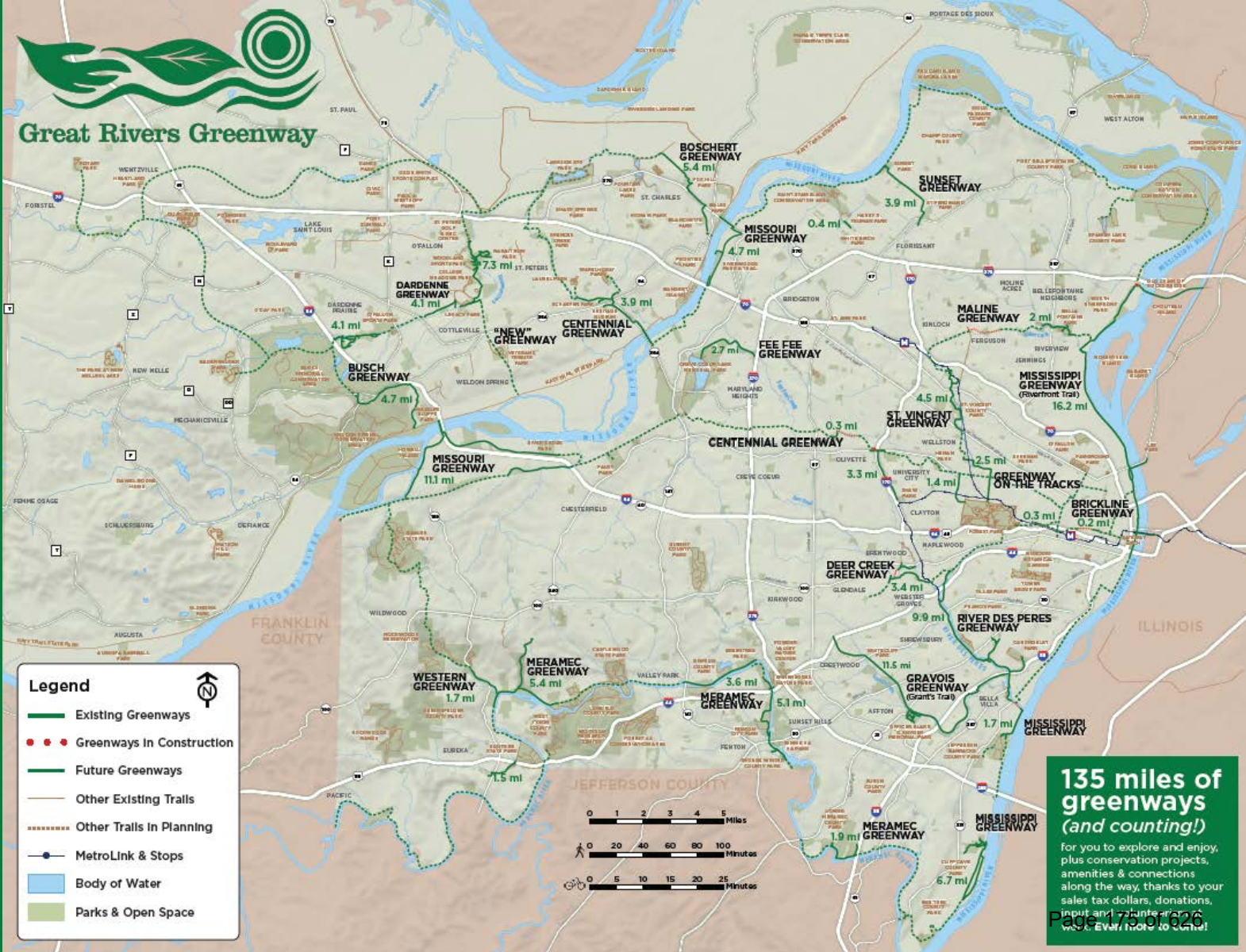
Centennial Greenway: 39 North Partners

**City of Creve Coeur
St. Louis Economic Development Partnership
Danforth Plant Science Center
Bayer Crop Science
City of Olivette
MoDOT
St. Louis County
Ameren MO
MO American Water CO
39N STL**

About the Greenways

A dynamic network of greenways connecting our communities - strengthening the social, economic and environmental well-being of our region

- COVERING 1,200 square miles in 3 counties
- SERVING 2 million residents
- FEATURING 135+ miles within 16 greenways



135 miles of greenways (and counting!)

for you to explore and enjoy, plus conservation projects, amenities & connections along the way, thanks to your sales tax dollars, donations, input and participation.

Page 175 of 626

Centennial Greenway Master Plan

- 17-mile corridor connecting:
 - University City
 - Olivette
 - Ladue
 - Clayton
 - **Creve Coeur**
 - Maryland Heights
 - St. Peters
 - St. Charles
 - Unincorporated St. Louis and St. Charles Counties



Centennial Greenway:

Current Segments & Projects in Progress

- Forest Park to Washington University to Vernon Ave
- Heman Park to Old Bonhomme
- Katy Trail to Schaefer Park to Spencer Creek Trail
- Shaw Park to Olive Blvd
- Olive Blvd to Warson Park
- **39 North**
- Schuetz Rd: Lindbergh Blvd to Gandy Drive
- Vernon Ave: Ackert Walkway to Heman Park



Centennial Greenway: 39 North

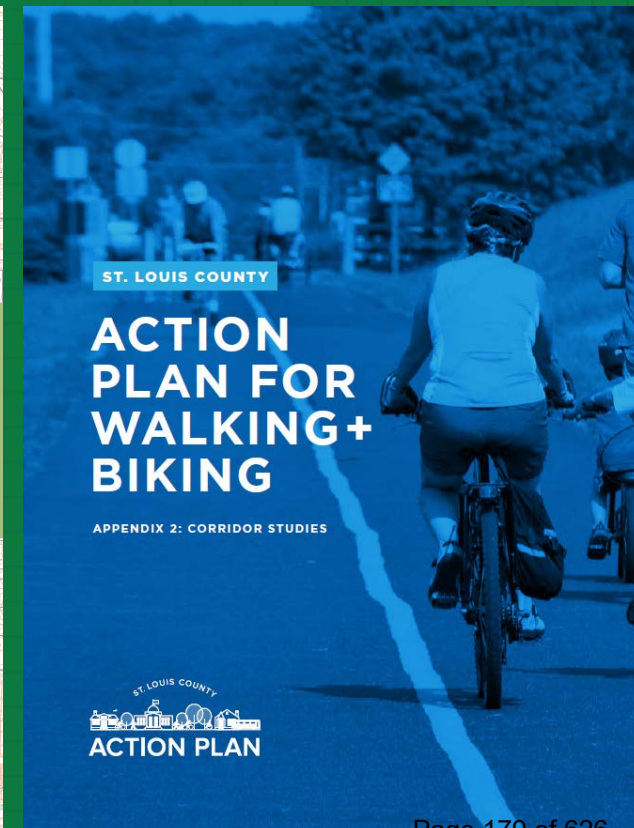
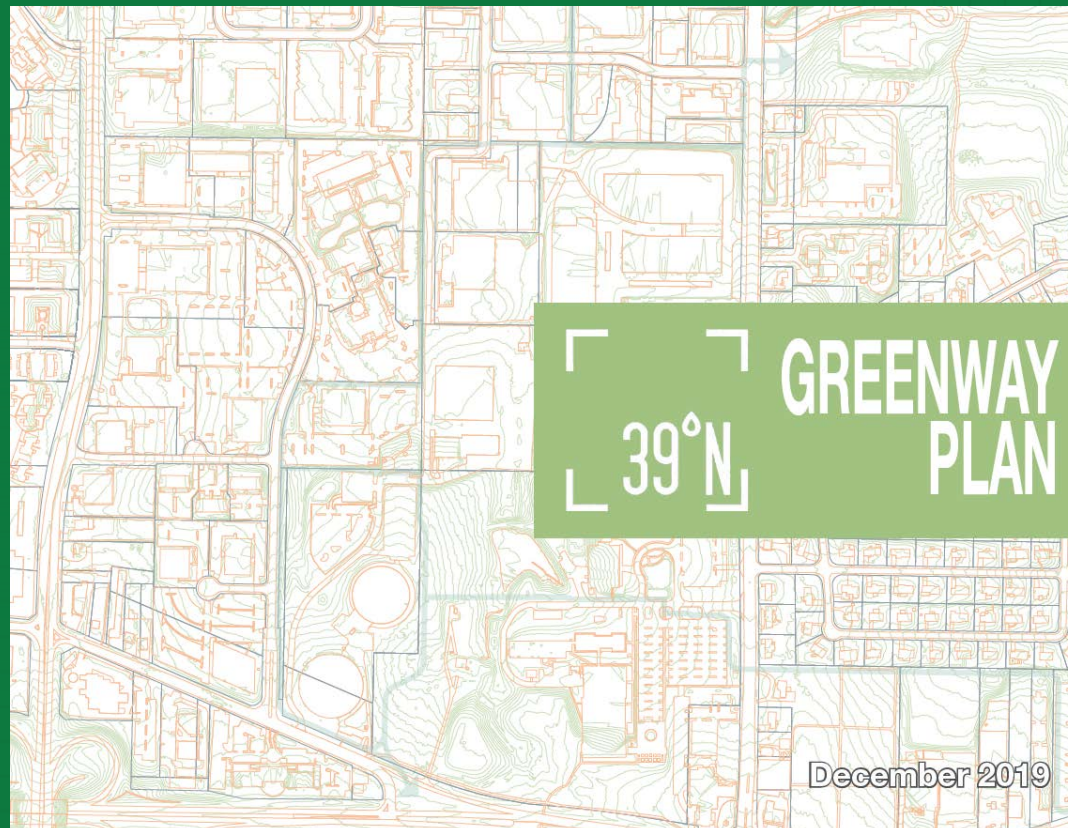
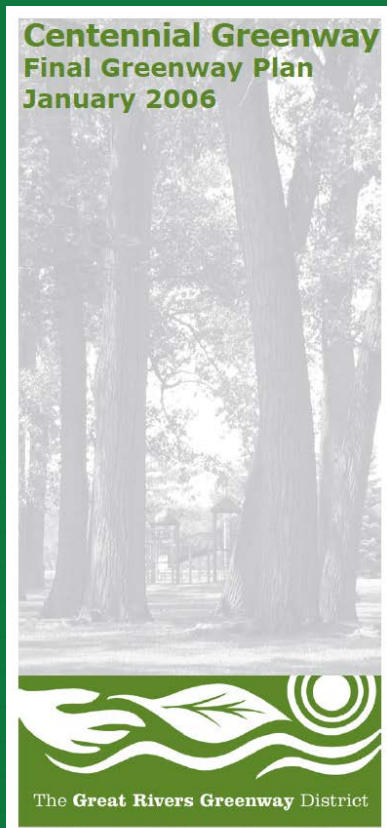
Warson Park in Olivette, through 39 North to the intersection of Lindbergh Blvd & Schuetz Road in the City of Creve Coeur.



***39N Master Plan** was adopted by the City of Creve Coeur in December 2019 and Great Rivers Greenway in November 2022

Centennial Greenway: 39 North

Project Plans



Centennial Greenway: 39 North

Project Goals & Objectives

Extend the Centennial Greenway from Warson Park in the City of Olivette to the intersection of Lindbergh Blvd and Schuetz Rd in the City of Creve Coeur and unincorporated St. Louis County.

Improve safety and comfort for people walking, running, bicycling, pushing a stroller, and using a wheelchair between Warson Park and the Lindbergh Blvd/ Schuetz Rd intersection and to the multiple activity centers within 39 North.

Create safe greenway crossings at Olive Blvd, Warson Road and Lindbergh Blvd.



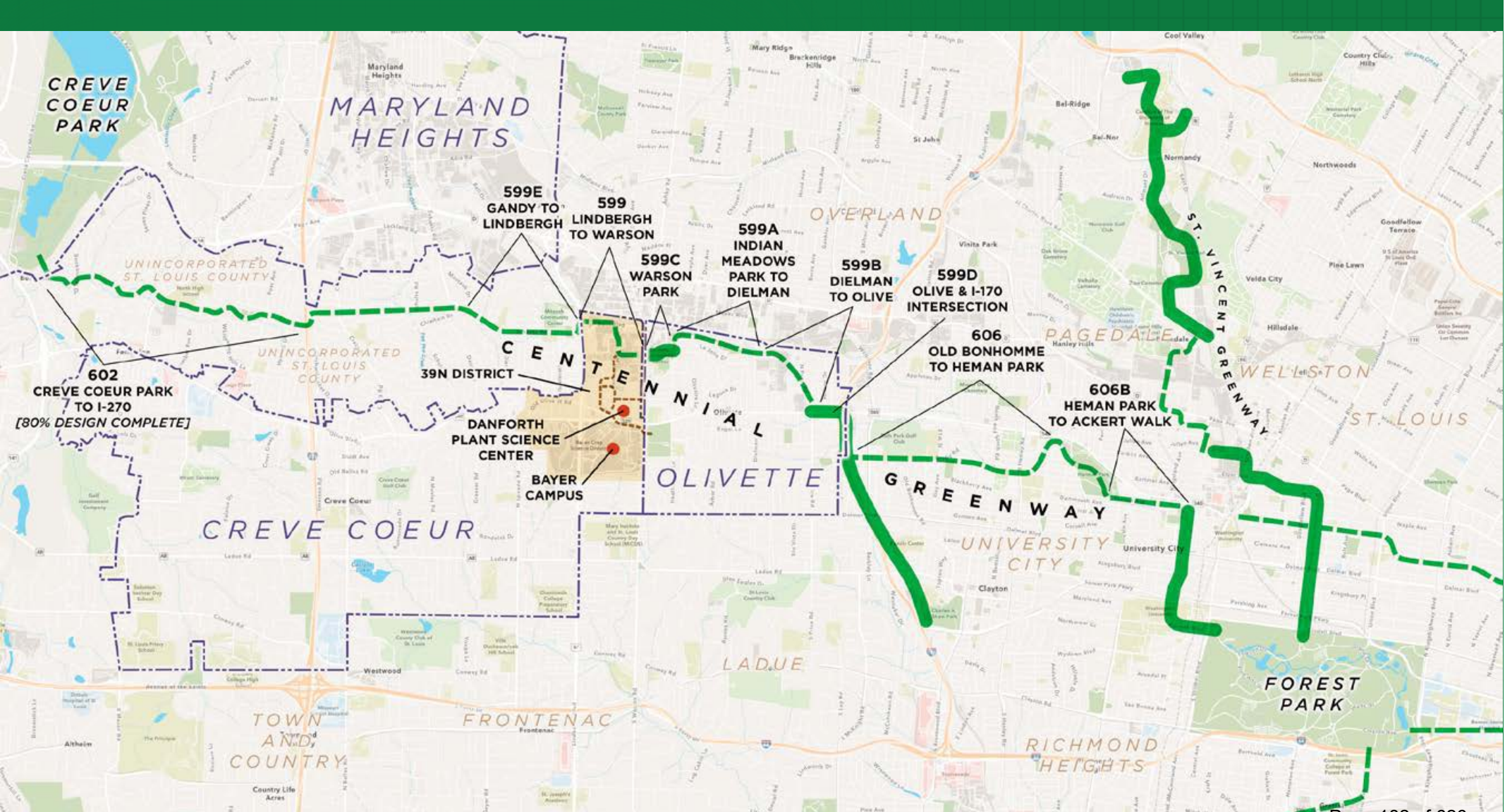
Centennial Greenway: 39 North

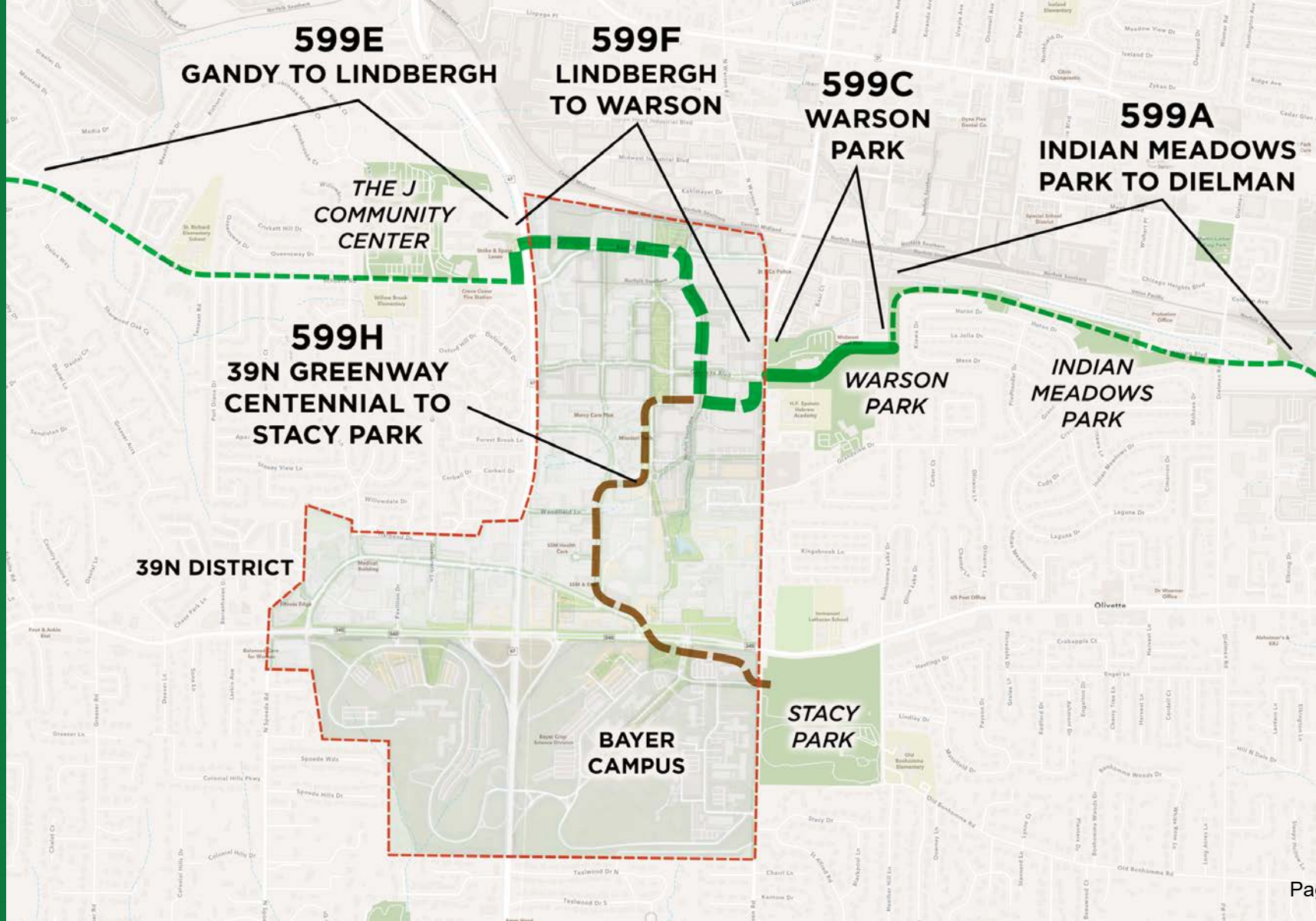
Project Goals & Objectives

Build the greenway on publicly owned property to **limit disturbances as much as possible** on adjacent property owners.

Leverage additional funding sources with local and public dollars to build the greenway, by applying for a transportation grant (STP-S or CMAQ) for the 2024 East West Gateway funding round (with the City of Crever Coeur as applicant and GRG as sponsor of local match).

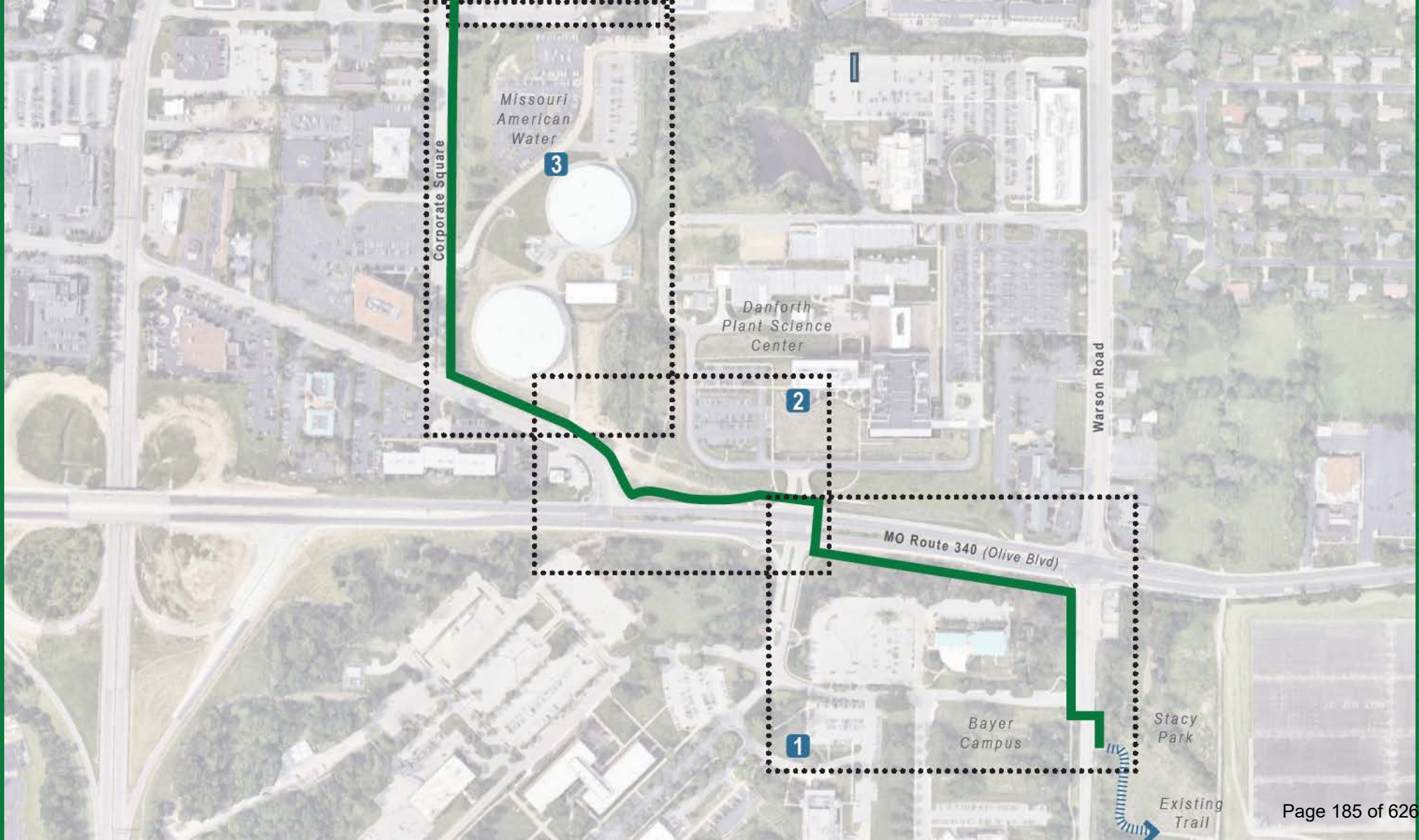






Centennial Greenway 39 North Alignment Plan





Missouri
American
Water

3

Danforth
Plant Science
Center

2

MO Route 340 (Olive Blvd)

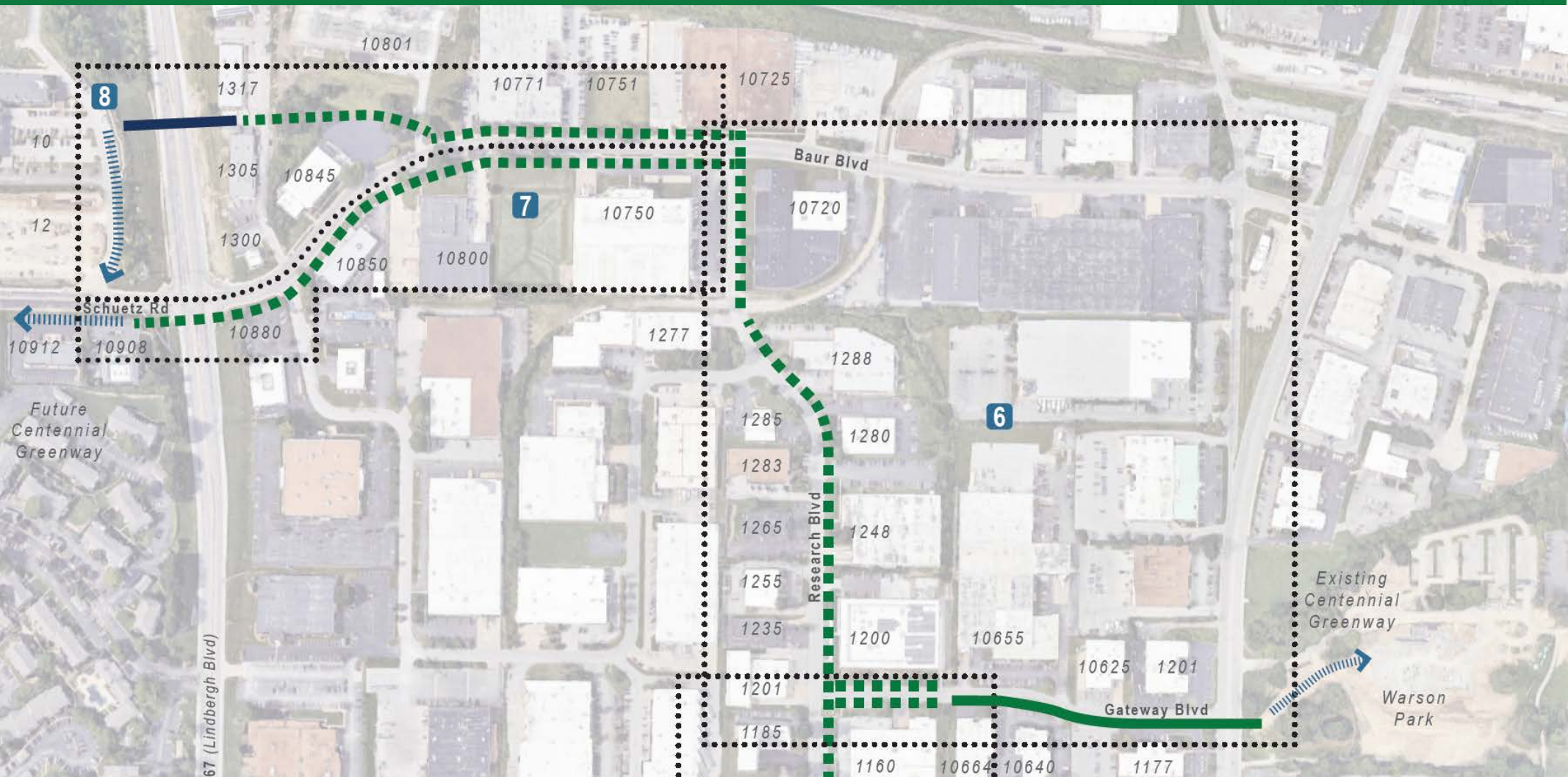
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Bayer
Campus

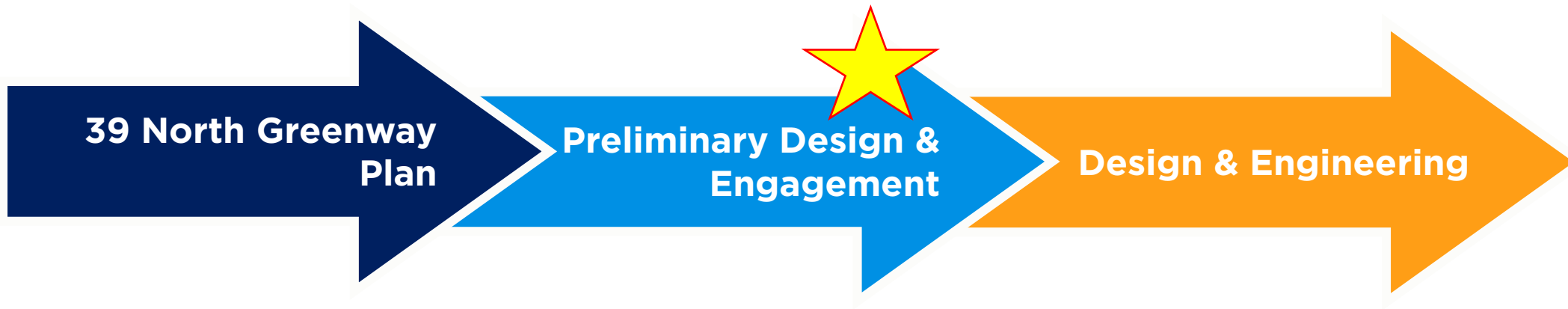
Stacy
Park

Existing
Trail





Centennial Greenway: 39 North Project Process



Centennial Greenway: 39 North

Engagement Goals

- Inform trail neighbors of the incoming Greenway and potential alignment
- Obtain feedback on specific property needs and uses as it relates to potential alignments



Centennial Greenway: 39 North Engagement Progress

- Trail Neighbor Stakeholder Meetings
 - Mailing invitation to over 70 addresses
 - Door Knocking reminder at about 25 locations
 - Reminder calls and emails
 - 14 meetings currently scheduled



Centennial Greenway: 39 North

Next Steps

- **Complete preliminary design (30%) by Reitz and Jens - Feb 2024**
- **Submit Grant applications for construction for:**
 - **Centennial Greenway segment by the City of Creve Coeur + GRG Congestion Mitigation and Air Quality (CMAQ) - Feb 8th, 2024**
 - **39N Greenway connector by the City of Creve Coeur + GRG + Others:**
 - Phase 1 – Stacy park to Corporate Square**
 - Transportation Alternatives Program (TAP) - Summer 2024**
 - Phase 2 – Corporate Square to Centennial Greenway**

Centennial Greenway: 39 North

Next Steps

- **Enter into a Cooperation agreement between City of Creve Coeur and GRG for Grant management and cost share opportunities – February 2024**
- **Future design phases continue 2026**
- **Site Control 2027**
- **Construction 2028 and 2029**



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agutierrez@grgstl.org

Kaitlyn Service
Project Manager
kservice@grgstl.org

Gabby Danback
Community Engagement Manager
gdanback@grgstl.org

www.GreatRiversGreenway.org



LIVE LIFE OUTSIDE



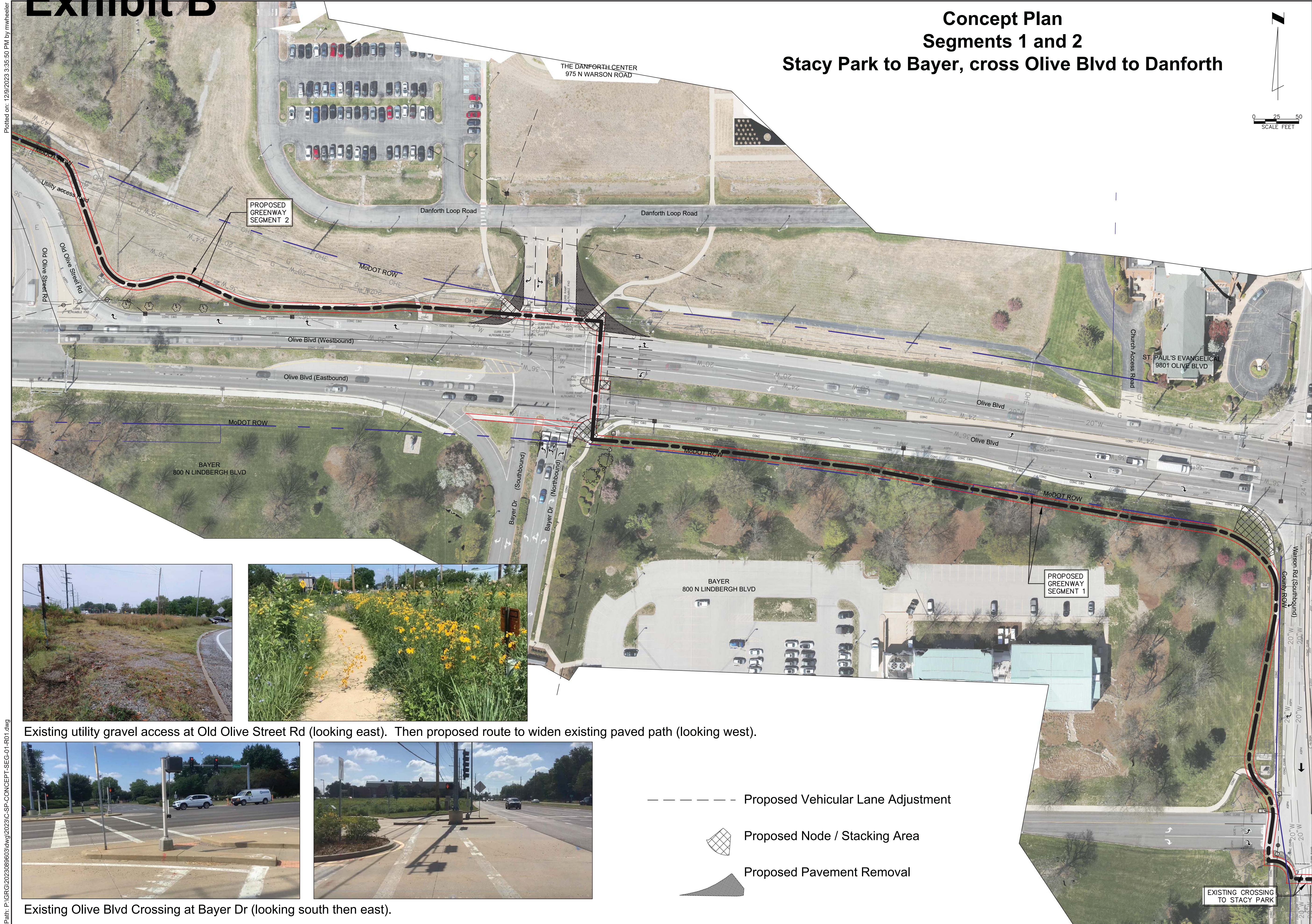
Great Rivers Greenway
Page 193 of 626

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Exhibit B

Concept Plan Segments 1 and 2 Stacy Park to Bayer, cross Olive Blvd to Danforth



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**Centennial Greenway
And 39 North Connector**
Segments 1 and 2
Plan

MSD RECORD: ----
BASE MAP: 16-M, 17-M

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Concept Plan
Segment 3
Corporate Square



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**Centennial Greenway
And 39 North Connector**
Segment 3
Plan

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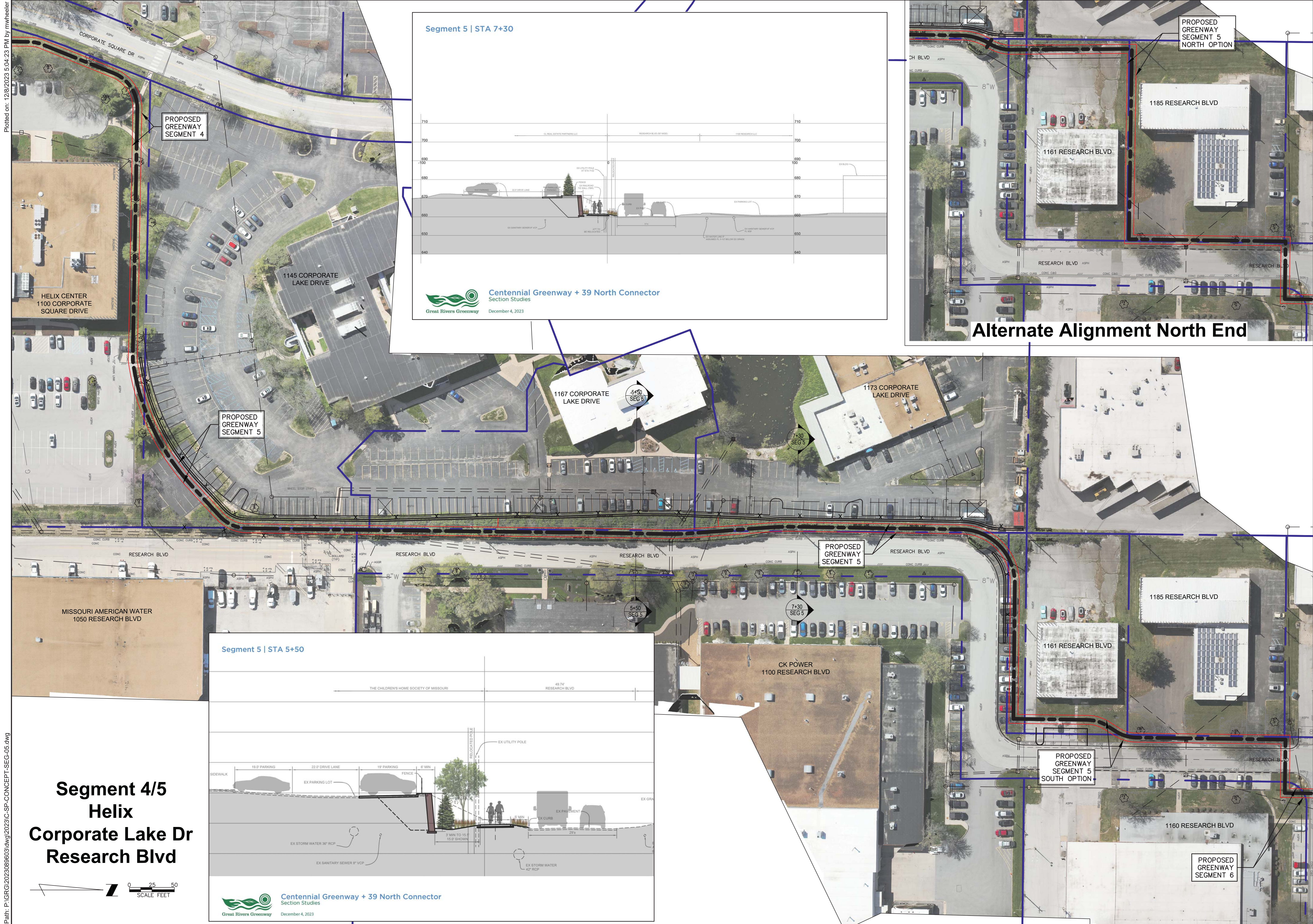
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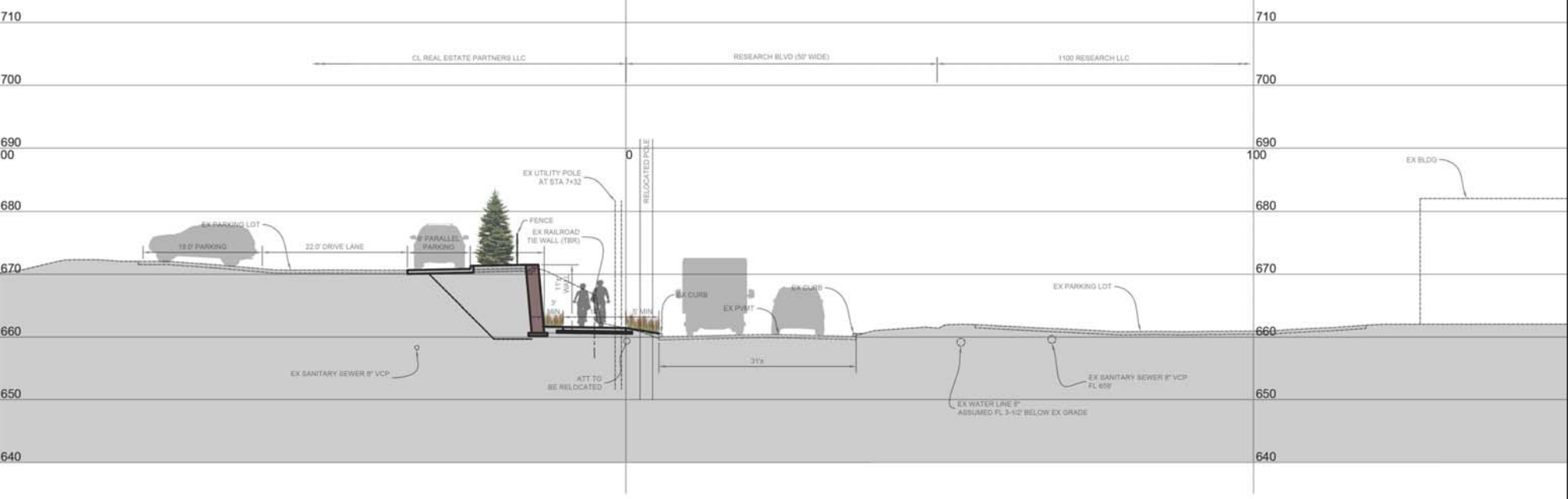
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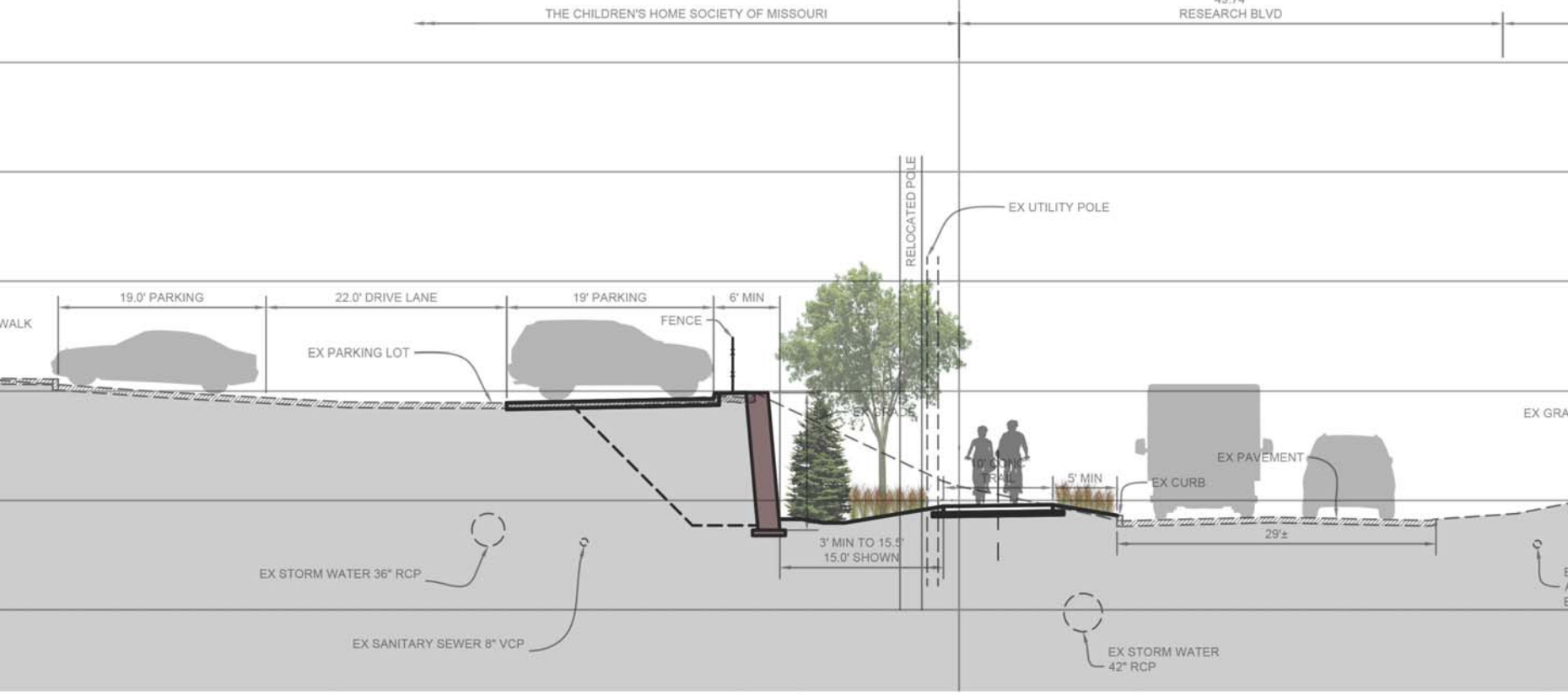


Segment 5 | STA 7+30

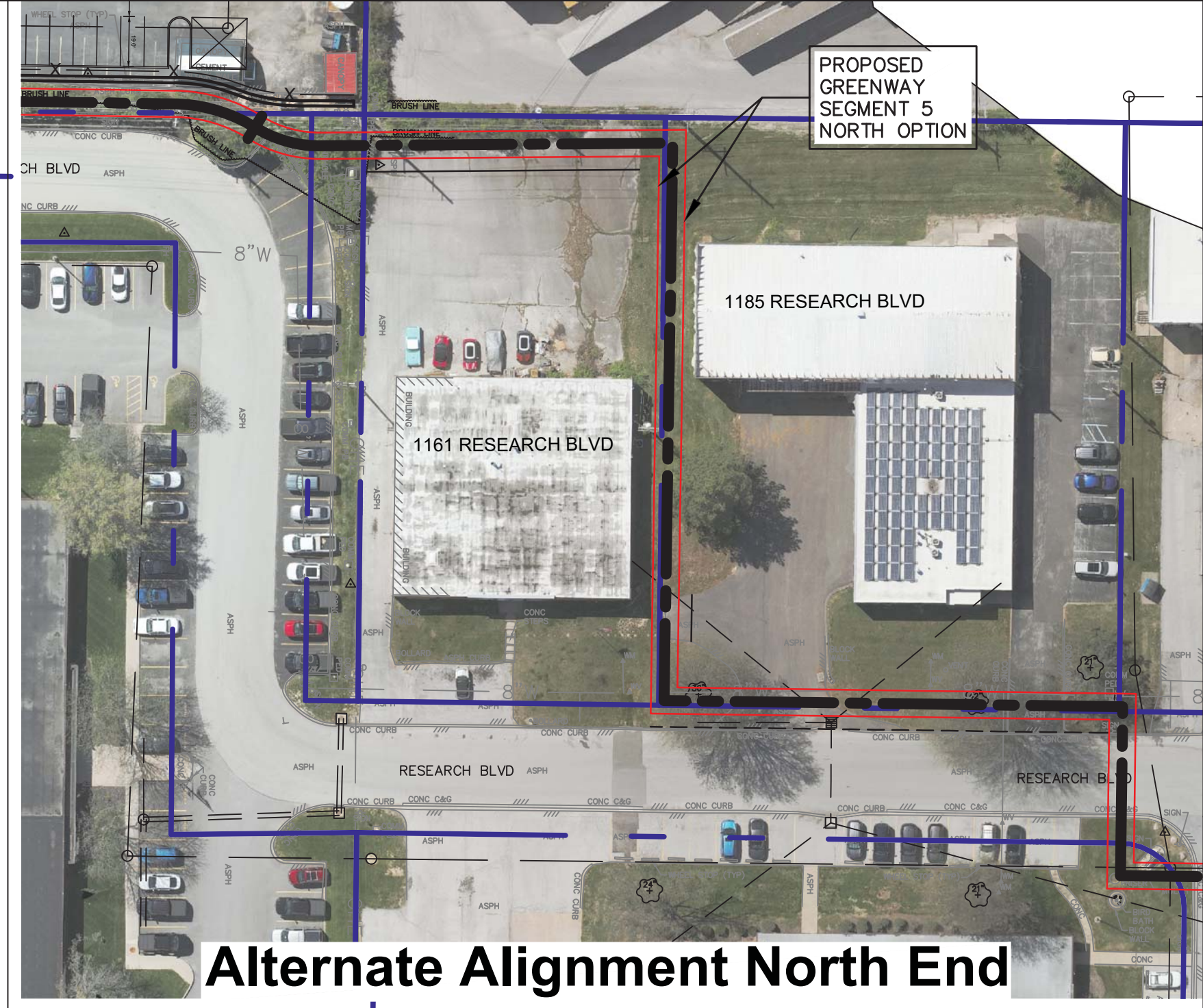


Centennial Greenway + 39 North Connector
Section Studies
December 4, 2023

Segment 5 | STA 5+50



Centennial Greenway + 39 North Connector
Section Studies
December 4, 2023



Alternate Alignment North End

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**Centennial Greenway
And 39 North Connector**
Segment 4/5
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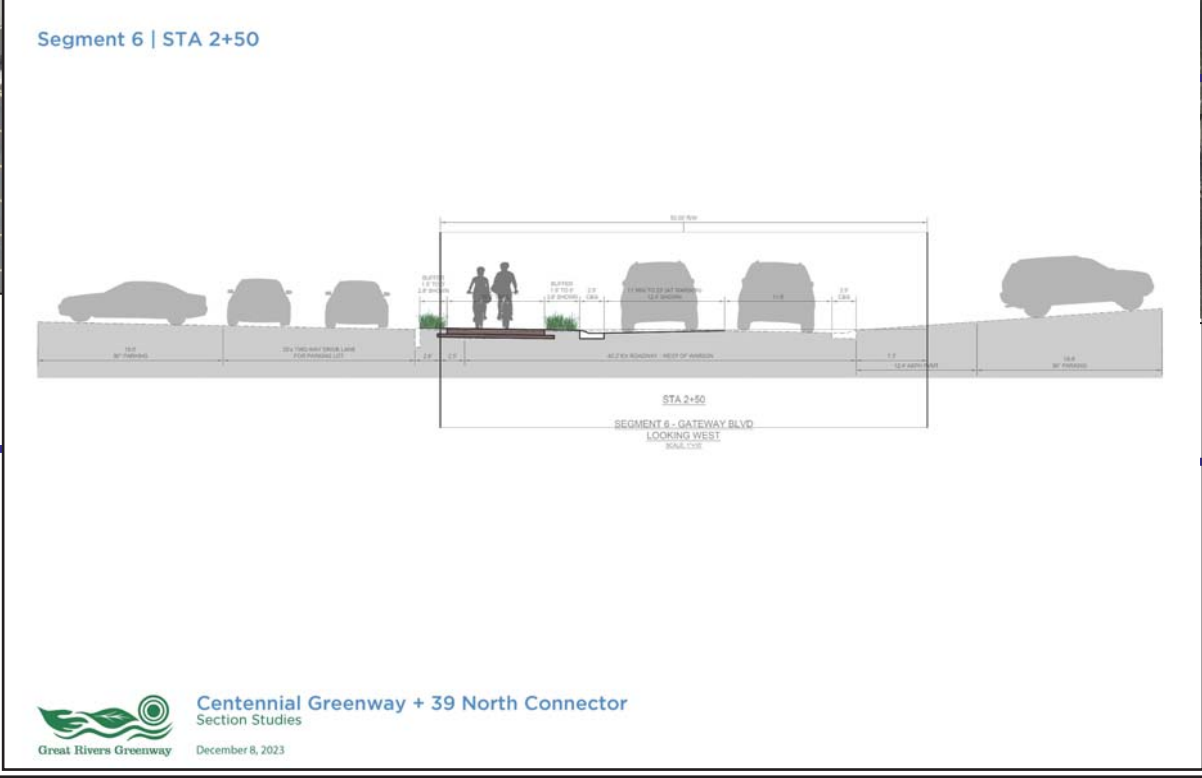
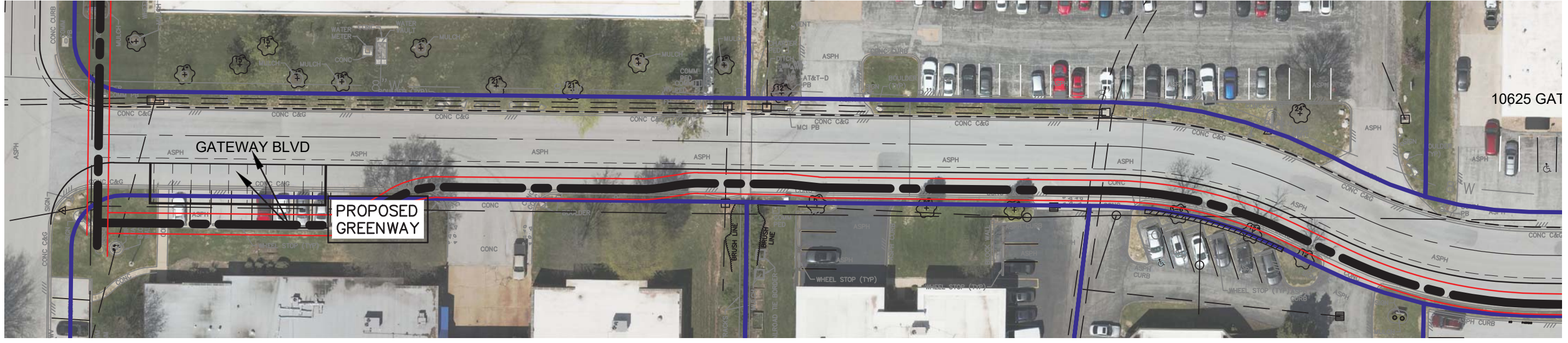
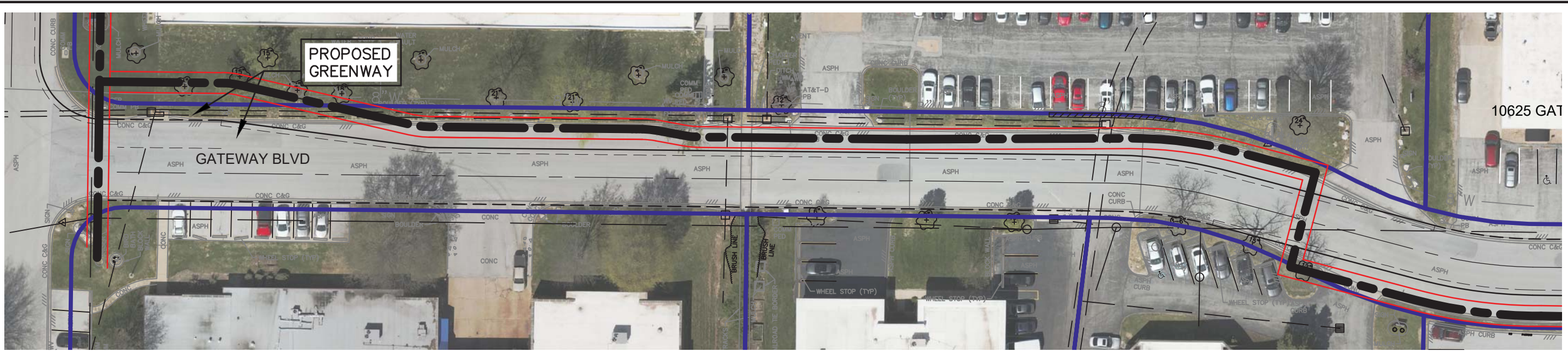
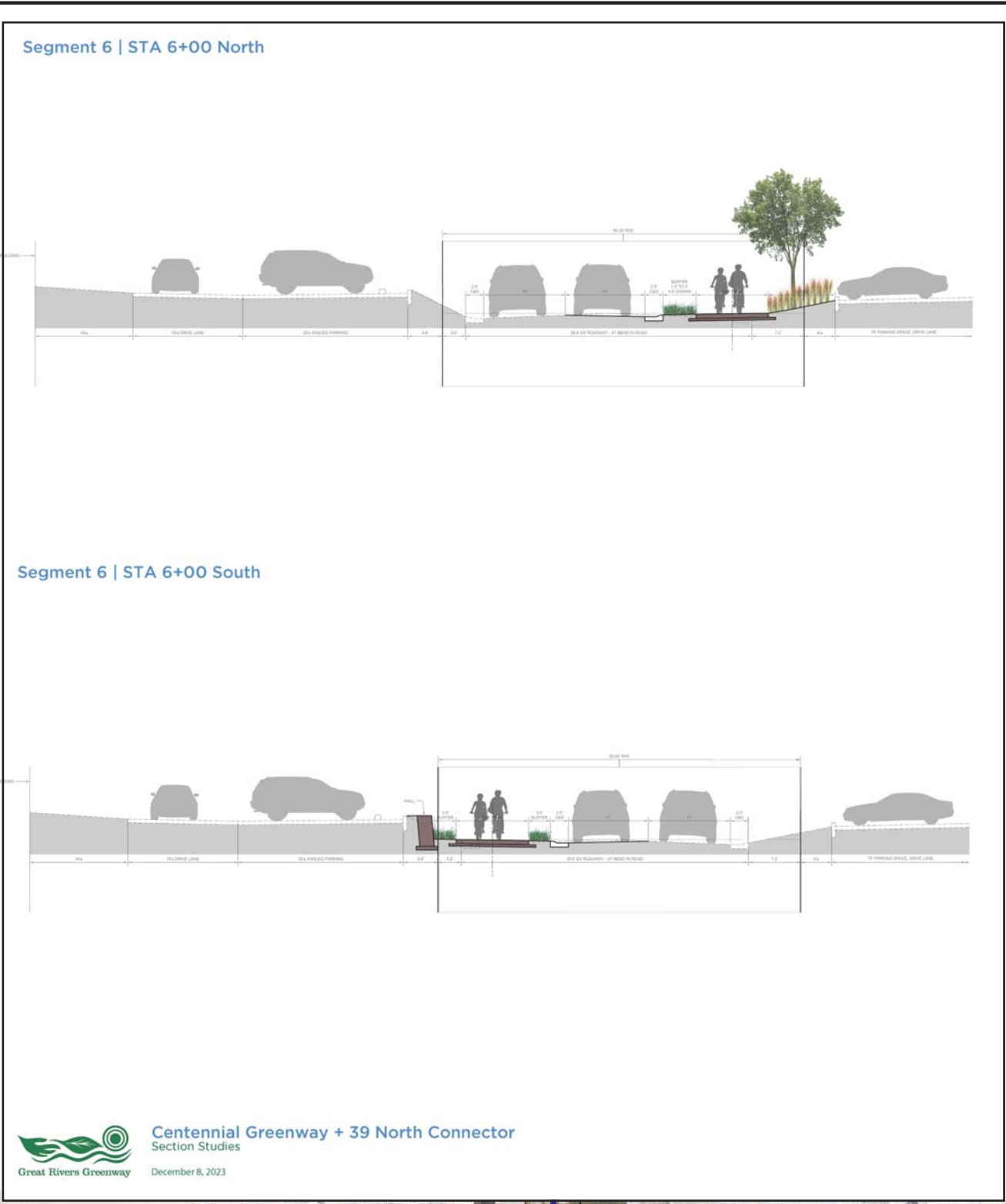
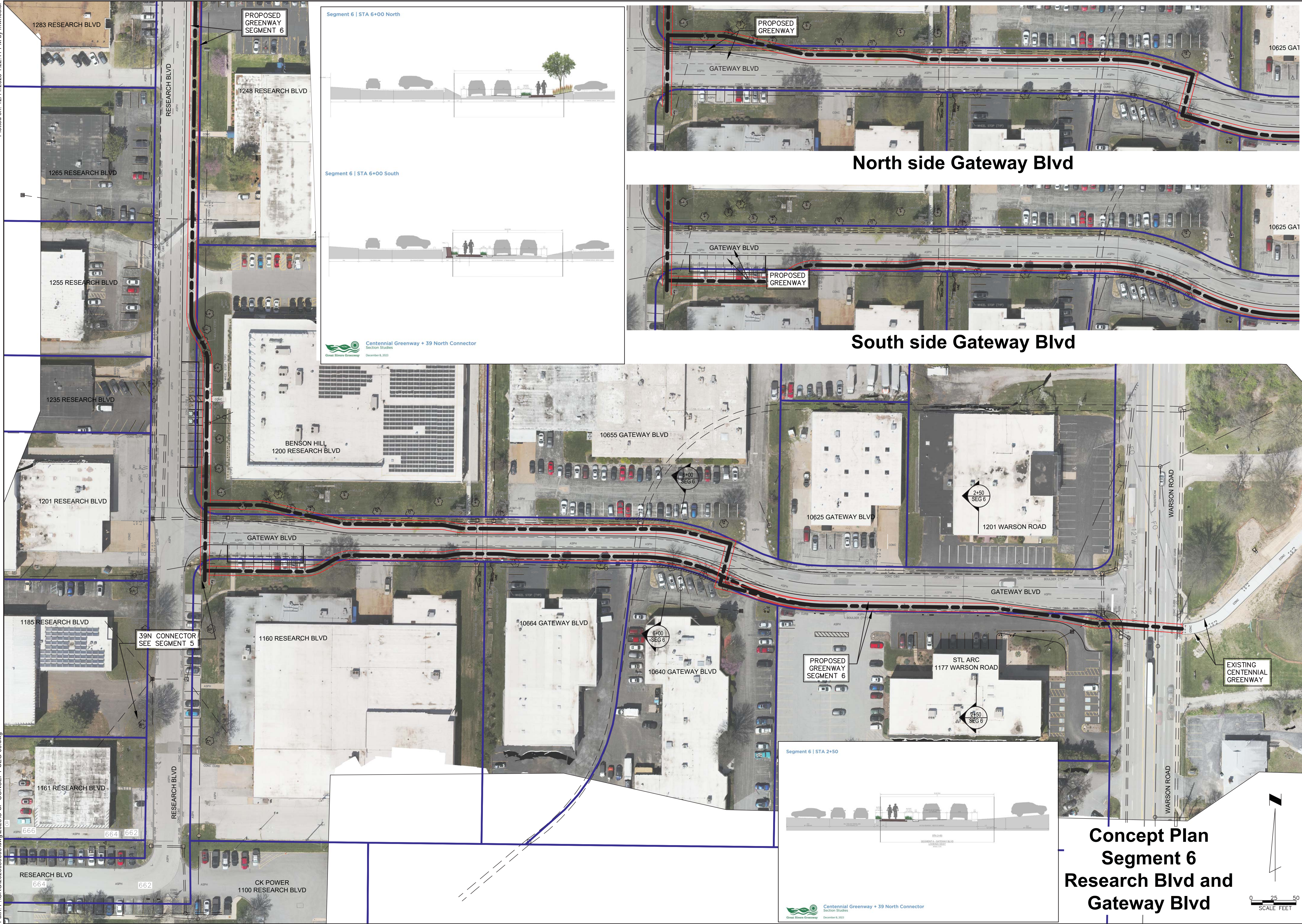
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Concept Plan Segment 6 Research Blvd and Gateway Blvd

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**Centennial Greenway
And 39 North Connector**
Part Segment 6
Plan

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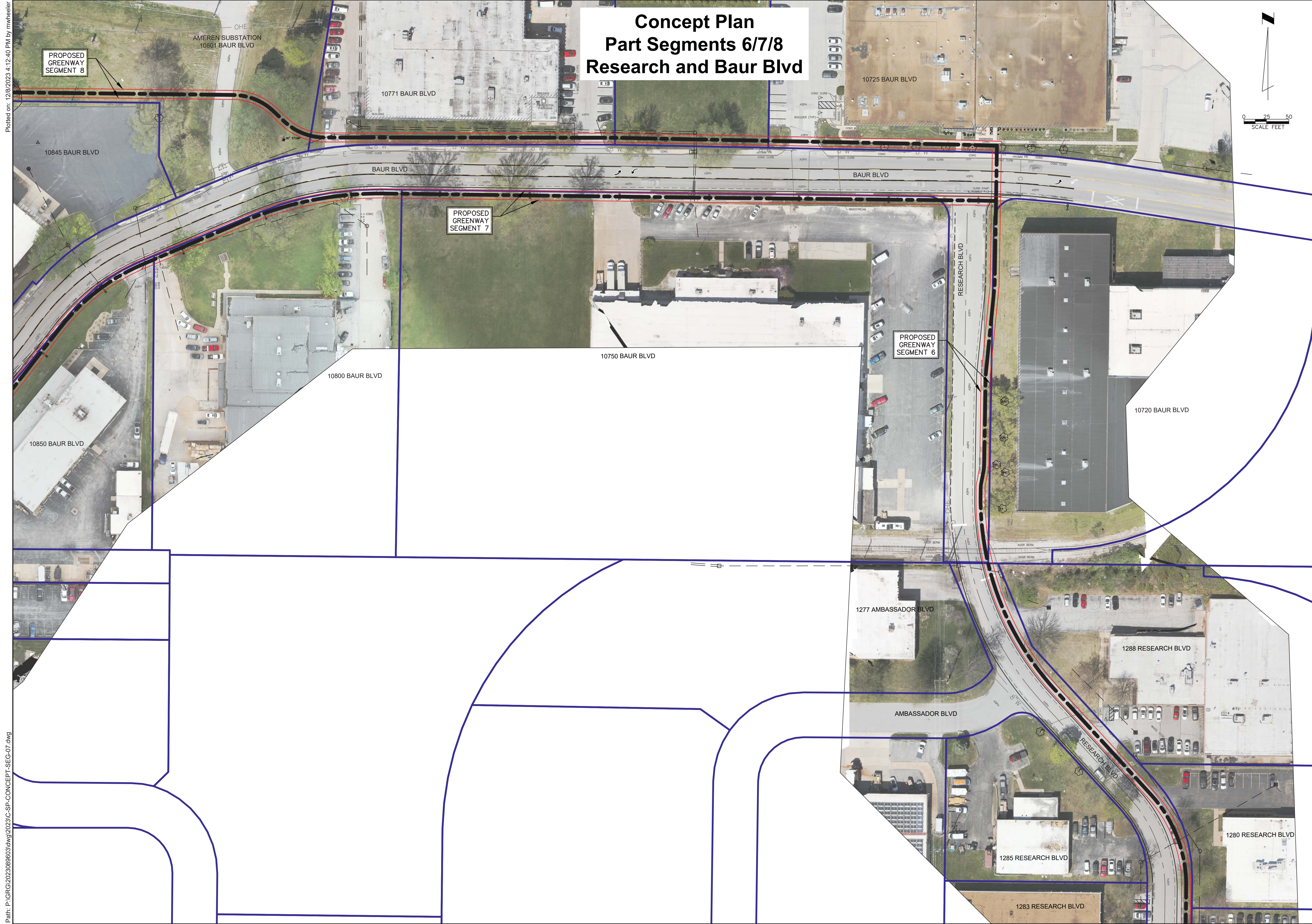
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Concept Plan
Part Segments 6/7/8
Research and Baur Blvd



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**Cenennial Greenway
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Part Segments 6/7/8
Plan

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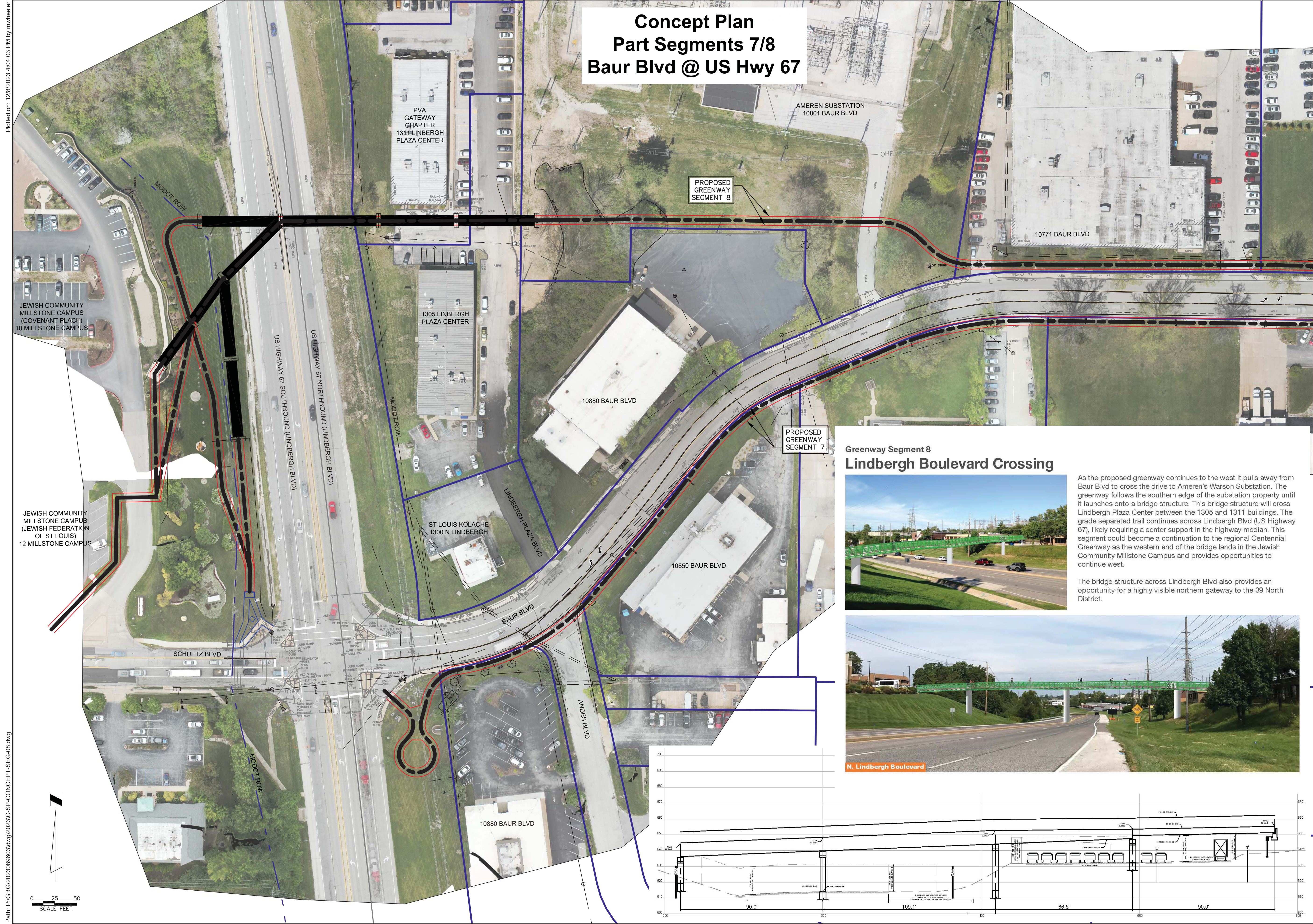
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Concept Plan
Part Segments 7/8
Baur Blvd @ US Hwy 67

Greenway Segment 8
Lindbergh Boulevard Crossing



As the proposed greenway continues to the west it pulls away from Baur Blvd to cross the drive to Ameren's Warson Substation. The greenway follows the southern edge of the substation property until it launches onto a bridge structure. This bridge structure will cross Lindbergh Plaza Center between the 1305 and 1311 buildings. The grade separated trail continues across Lindbergh Blvd (US Highway 67), likely requiring a center support in the highway median. This segment could become a continuation to the regional Centennial Greenway as the western end of the bridge lands in the Jewish Community Millstone Campus and provides opportunities to continue west.

The bridge structure across Lindbergh Blvd also provides an opportunity for a highly visible northern gateway to the 39 North District.



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**Centennial Greenway
And 39 North Connector**
Part Segments 7/8
Plan

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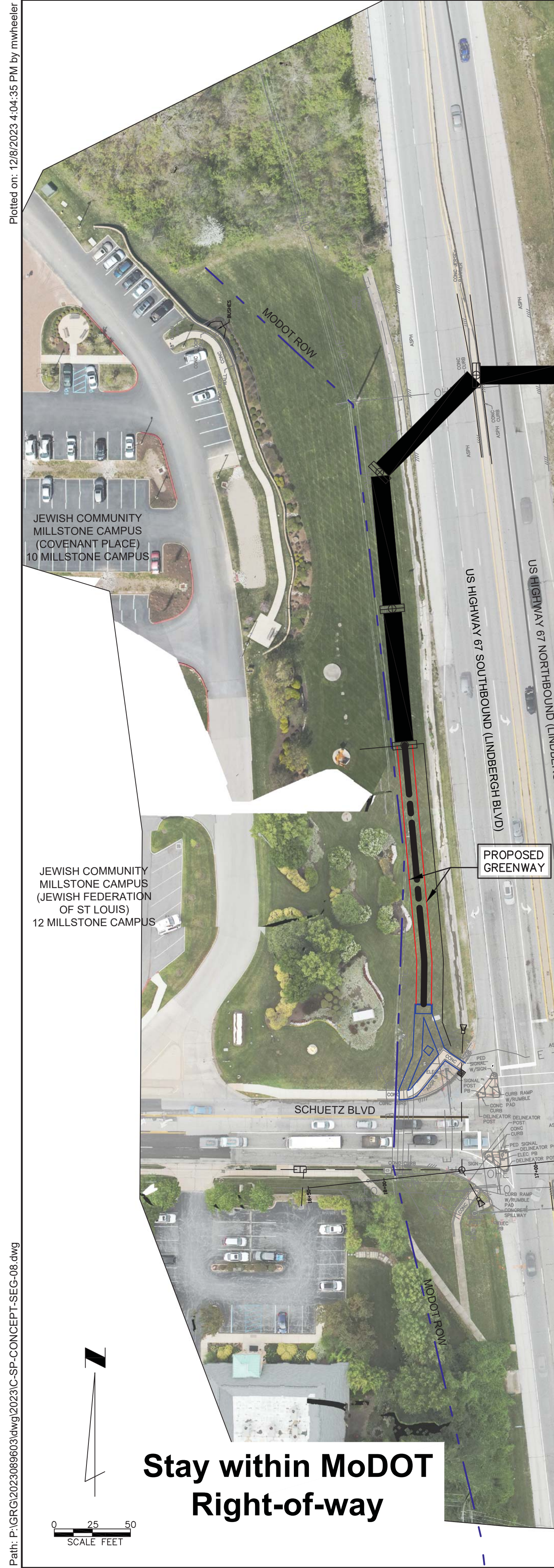
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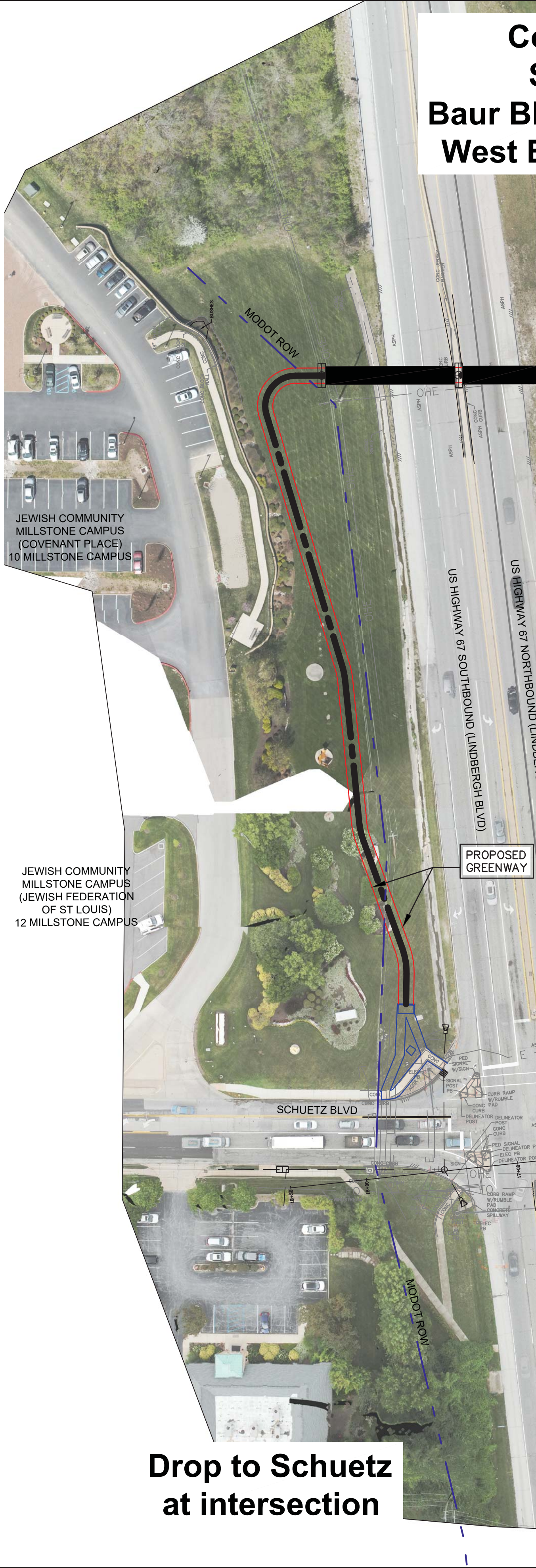
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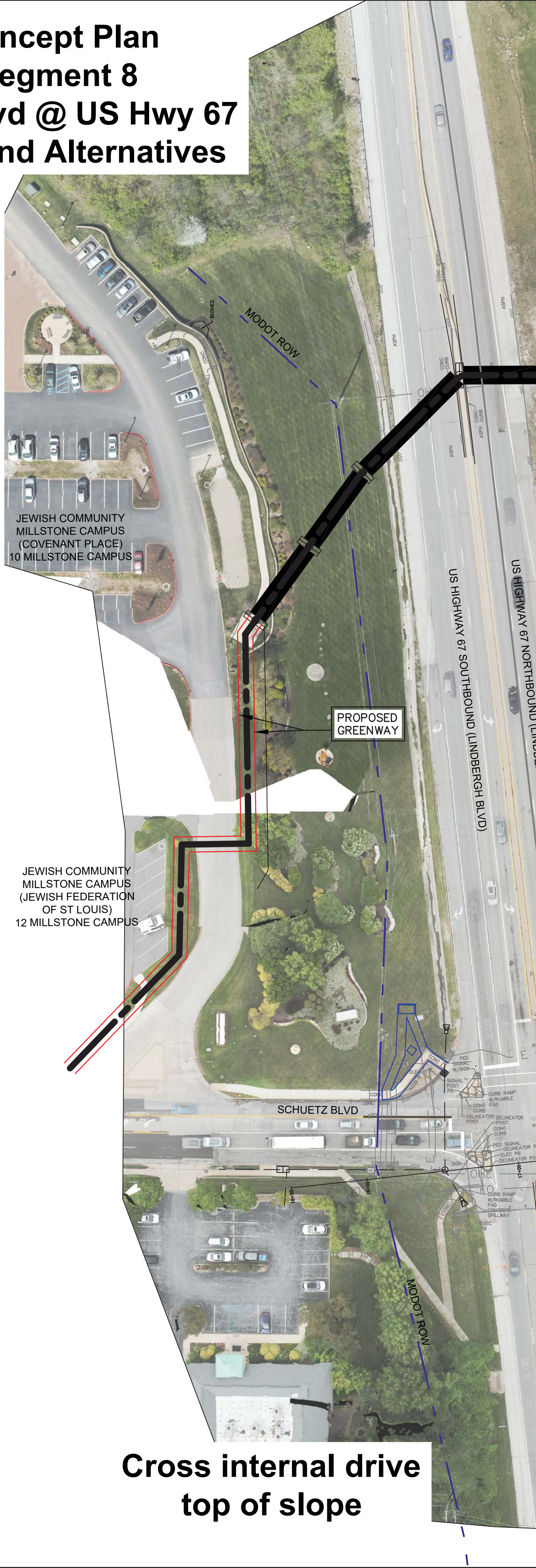


Stay within MoDOT
Right-of-way

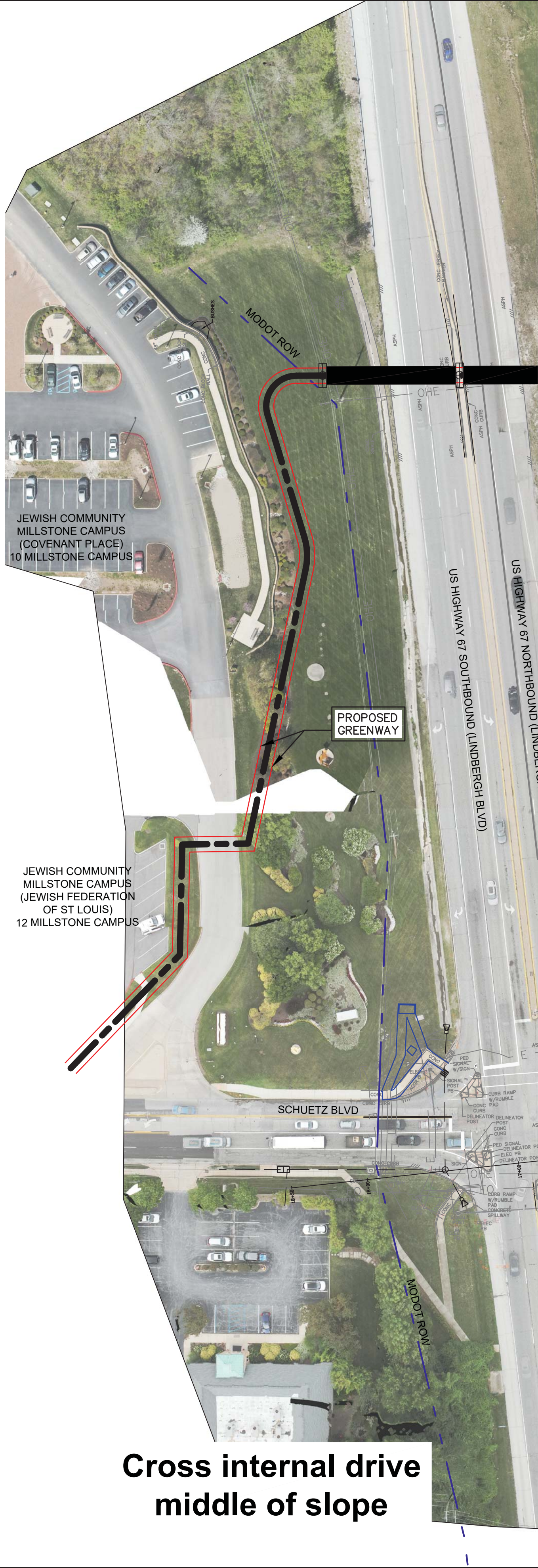


Drop to Schuetz
at intersection

Concept Plan
Segment 8
Baur Blvd @ US Hwy 67
West End Alternatives



Cross internal drive
top of slope



Cross internal drive
middle of slope





**REGULAR MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
DECEMBER 11, 2023
7:30 PM**

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, December 11, 2023, at 7:30 PM.

PLEDGE OF ALLEGIANCE

Mayor Hoffman led the Pledge of Allegiance.

ROLL CALL

Mayor Robert Hoffman
Council Member, Ward 1 Mark Manlin
Council Member, Ward 2 Tim Carney
Council Member, Ward 2 Nicole Greer
Council Member, Ward 3 David Hoffman
Council Member, Ward 4 Joseph Martinich (via Zoom)
Council Member, Ward 4 Dan Tierney

Council Member, Ward 1 Heather Silverman and Council Member, Ward 3 Sari Neudorf were absent.

Staff Present: City Administrator Mark Perkins, City Attorney Carl Lumley, Director of Public Works Jim Heines, City Planner Bethany Moore, Chief of Police Jeffrey Hartman, Public Information Officer and Management Analyst Melissa Bradford, and City Clerk Kellie Henke.

COMMENTS FROM THE GENERAL PUBLIC

Jenny Morris, resident of 842 North New Ballas Court, shared her safety concerns regarding poor signage and stop signs along North New Ballas Road.

Director of Public Works Jim Heines stated stop signs along New Ballas Court would be replaced with LED illuminated signs during an upcoming federal grant project. Chief Hartman asked Ms. Morris to discuss turning signs further outside of the meeting with Officer McIntosh.

ACCEPTANCE OF THE AGENDA

**REGULAR MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
DECEMBER 11, 2023
7:30 PM**

City Administrator Mark Perkins requested the appointment of a new Board of Directors member for the Olive Graeser TDD to be added after the last item under New Business.

RESULT: APPROVED AS AMENDED (UNANIMOUS) MOVER: Council Member Ward 4 Tierney SECONDER: Council Member Ward 3 Hoffman AYES: Manlin, Greer, Hoffman, Tierney, Martinich, Carney
--

The vote on the motion being 6 ayes and 0 nays, motion carried.

ANNOUNCEMENTS

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

*The second regularly scheduled meeting in December has been canceled
due to the upcoming holiday*

CONSENT AGENDA

RESULT: APPROVED (UNANIMOUS) MOVER: Council Member Ward 2 Greer SECONDER: Council Member Ward 4 Tierney AYES: Manlin, Greer, Hoffman, Tierney, Martinich, Carney

The vote on the motion being 6 ayes and 0 nays, motion carried.

- 1. Approval of November 27, 2023 City Council Regular Meeting Minutes**
- 2. Documents for Destruction**

BILLS PAYABLE REPORT

- 3. For Information Only: Invoices Paid Listing 11-21-23 to 12-6-23**

**REGULAR MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
DECEMBER 11, 2023
7:30 PM**

UNFINISHED BUSINESS

4. Bill No. 6093- An Ordinance Amending Chapter 610. Solicitors, Mobile

**Food Vendors, Canvassers, Handbills To Facilitate Online Applications.
Final Reading and Passage.**

City Clerk read Bill No. 6093 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
--

The vote on the motion being 6 ayes and 0 nays, motion carried. Bill No. 6093 becomes Ordinance No. 5866.

**5. Bill No. 6094 - An Ordinance Amending Sections 240.020, 240.030, 240.040
and 240.070 of the Creve Coeur Code of Ordinances Pertaining to
Recreation Fees. Final Reading and Passage.**

City Clerk read Bill No. 6094 for the final time

RESULT: APPROVED (UNANIMOUS) MOVER: Council Member Ward 3 Hoffman SECONDER: Council Member Ward 2 Greer AYES: Manlin, Greer, Hoffman, Tierney, Martinich, Carney

The vote on the motion being 6 ayes and 0 nays, motion carried. Bill No. 6094 becomes Ordinance No. 5867.

**6. Substitute Bill No. 6095- An Ordinance Amending Section 405.450.C of the
City Zoning Code regarding Short Term Rentals. Final Reading and
Passage.**

City Clerk read Substitute Bill No. 6095 for the final time.

**REGULAR MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
DECEMBER 11, 2023
7:30 PM**

City Attorney Carl Lumley stated there was a recent article published in the Missouri Municipal League magazine regarding short term rentals and the home business statute. Mr. Lumley indicated he remains comfortable with the proposed Bill.

RESULT: SUBSTITUTE BILL ACCEPTED AND APPROVED (UNANIMOUS)

MOVER: Council Member Ward 4 Tierney

SECONDER: Council Member Ward 2 Greer

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

The vote on the motion being 6 ayes and 0 nays, motion carried. Substitute Bill No. 6095 becomes Ordinance No. 5868.

NEW BUSINESS

7. Bill No. 6096- An Ordinance Authorizing a New Conditional Use Permit for a New Car Dealer for Spirit Lexus, Located at 10176 Corporate Square Drive Zoned GC-General Commercial District. First Reading.

City Clerk read Bill No. 6096 for the first time.

City Planner Bethany Moore provided an overview of the application (see Exhibit A) and stated the Planning and Zoning Commission recommended approval with conditions based upon staff recommendations. Ms. Moore stated the applicant is seeking a site coverage bonus in order to increase the allowable site coverage from 63% to a maximum of 69.6% in consideration of additional site features, which include the use of a green roofing system, the creation of native prairie landscaping areas, and the renovation and maintenance of the landscaping island within Corporate Square Drive.

Council Member Greer confirmed the number of parking stalls proposed meets City ordinance requirements.

Ms. Moore stated considering a site coverage bonus is being sought, and a surplus of parking stalls, staff recommended that the amount of landscaped area provided be increased and the size of the parking lot reduced. Council Member Carney confirmed the applicant could seek approval if they want the additional landscaping to be reverted to parking stalls.

**REGULAR MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
DECEMBER 11, 2023
7:30 PM**

Council Member Manlin confirmed the adjacent surrounding properties are mostly parking lots.

Council Member Martinich shared his concerns regarding potential stormwater issues and asked how additional runoff would be prevented. Ms. Moore stated the site would incorporate a new underground stormwater detention basin in addition to three bio-retention areas.

George Stock, of Stock and Associates Consulting Engineers, stated the current impervious surface coverage of 70% would not be increased. Mr. Stock discussed the parking plan, architectural building revisions, and exterior elevations recommended by staff (see Exhibit B).

Mr. Stock provided an overview of the site development plan and the best management practices (BMP's) to prevent additional stormwater runoff and confirmed the green roof includes a slow drip irrigation system.

Mr. Stock stated the City of Creve Coeur does not offer credit for the amount of green area in a project. If the green roofing were to be removed, site coverage would be reduced to 57% and green area increased to 43%. Council Member Tierney stated a credit or incentive should be discussed to encourage the use of green roofing systems in the future.

Council Member Carney confirmed electric vehicle charging stations would be located on site and made available to the public.

Chip Walker, of Custom Facilities, provided an overview of the lighting on site, which includes 100% dark sky-compliant fixtures. The light poles will have programmable sensors that will be motion activated and set to 25% dimmed when not during normal hours and increase to 100% when motion activated. The photometric plan shows that no glare will be cast off onto the adjacent right of way.

- 8. Bill No. 6097- An Ordinance of the City of Creve Coeur, Approving a Contract Agreement entered by and between Saint Louis County, for and on behalf of Saint Louis County and the Saint Louis County and Municipal Police Academy Board of Managers, and the City of Creve Coeur, for the Services of a City of Creve Coeur Police Officer as an Instructor. First Reading.**

City Clerk read Bill No. 6097 for the first time.

**REGULAR MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
DECEMBER 11, 2023
7:30 PM**

Chief of Police Jeffrey Hartman provided an overview of the agreement and stated Officer Erika Harding was selected by the academy staff for the one-year developmental position. Chief Hartman stated the absence of Officer Harding would not impact operations.

9. Resolution No. 1693- A Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Execution of a Change Order with Two Alpha Contracting, LLC on the Dielmann Recreation Center Drainage Improvements Project for a Lump Sum Contract Sum of \$8,325.00.

City Clerk read Resolution No. 1693.

Director of Public Works Jim Heines provided an overview of the change order due to unexpected and unforeseen delays caused by unknown utility conflicts and increased excavation depths.

City Attorney Carl Lumley stated there was an alternate resolution placed on the dais for Council review (see Exhibit C) and stated the change order would be executed in conjunction with receipt of a release of claims from Two Alpha Contracting.

Council Member Tierney made a motion, seconded by Council Member Hoffman, to accept alternate Resolution No.1693 as presented.

RESULT: ALTERNATE ACCEPTED (UNANIMOUS) MOVER: Council Member Ward 4 Tierney SECONDER: Council Member Ward 3 Hoffman AYES: Manlin, Greer, Hoffman, Tierney, Tim Carney
--

Council Member Martinich was not available via Zoom for the vote.

The vote on the motion being 5 ayes and 0 nays, motion carried.

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

The vote on the motion being 6 ayes and 0 nays, motion carried.

**REGULAR MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
DECEMBER 11, 2023
7:30 PM**

10. Resolution No. 1694- A Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing Execution of an Agreement with Truck Centers, Inc. for the Purchase of a 2024 Freightliner Diesel Powered M2 106 Plus Two-Ton Dump Truck with a New 25 Cubic Yard Arbortech Chipper Box for an Amount of \$146,483.00.

City Clerk read Resolution No. 1694.

Director of Public Works Jim Heines provided an overview of the agreement and stated projected delivery is anticipated in the summer of 2024.

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

The vote on the motion being 6 ayes and 0 nays, motion carried.

11. Resolution No. 1695- A Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Execution of a Contract with Two Alpha Contracting, LLC for the South New Ballas Road and Tarrytown Drive Channel Stabilization Project for the not-to-exceed contract sum of \$281,643.25.

City Clerk read Resolution No. 1695.

Director of Public Works Jim Heines provided an overview of the recommended contract with Two Alpha Contracting, LLC for the South New Ballas Road and Tarrytown Drive Channel Stabilization Project.

Council Member Carney complimented the staff on their fantastic work negotiating the necessary easements for the project.

RESULT: APPROVED (UNANIMOUS) MOVER: Council Member Ward 2 Greer SECONDER: Council Member Ward 3 Hoffman AYES: Manlin, Greer, Hoffman, Tierney, Martinich, Carney

The vote on the motion being 6 ayes and 0 nays, motion carried.

**REGULAR MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
DECEMBER 11, 2023
7:30 PM**

**12. Resolution No. 1696- A Resolution of the City of Creve Coeur, Missouri,
Amending Resolution No. 1619 and Extending the Time for the Venable
Park Task Force until Final Memorial Installation.**

City Clerk read Resolution No. 1696.

City Administrator Mark Perkins discussed the extension request for the Venable Park Task Force until the final memorial installation, projected in 2025.

RESULT: APPROVED (UNANIMOUS) MOVER: Council Member Ward 4 Tierney SECONDER: Council Member Ward 2 Greer AYES: Manlin, Greer, Hoffman, Tierney, Martinich, Carney

The vote on the motion being 6 ayes and 0 nays, motion carried.

APPOINTMENTS

13. Olive Graeser TDD Board of Directors

City Administrator Mark Perkins stated a new City appointee of the Olive Graeser TDD Board of Directors is needed due to a recent resignation. Council Member Manlin was nominated.

RESULT: APPROVED (UNANIMOUS) MOVER: Council Member Ward 4 Tierney AYES: Manlin, Greer, Hoffman, Tierney, Martinich, Carney

The vote on the motion being 6 ayes and 0 nays, motion carried.

BUSINESS FROM MAYOR AND CITY COUNCIL

14. Council Liaison Reports

No Council Liaison Reports.

BUSINESS FROM CITY ADMINISTRATOR

**REGULAR MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
DECEMBER 11, 2023
7:30 PM**

15. Solicitation of Donations for Venable Park Memorial

City Administrator Mark Perkins stated staff is requesting authorization to solicit donations relating to Dr. H. Phillip Venable memorial as outlined in the December 5, 2023 memorandum from Director of Parks and Recreation Jason Valvero found in the agenda packet.

RESULT: APPROVED (UNANIMOUS) MOVER: Council Member Ward 4 Tierney SECONDER: Council Member Ward 2 Carney AYES: Manlin, Greer, Hoffman, Tierney, Martinich, Tim Carney
--

The vote on the motion being 6 ayes and 0 nays, motion carried.

Mr. Perkins stated the annual audit presentation would be presented at the City Council meeting on Monday, January 8, 2024.

ADJOURNMENT

Mayor Hoffman stated the next regularly scheduled City Council meeting in December has been canceled, and the next meeting would take place on Monday, January 8, 2024.

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

The vote on the motion being 6 ayes and 0 nays, motion carried.

The meeting adjourned at 8:28 p.m.

Submitted by:

Kellie Henke
City Clerk

Dr. Robert Hoffman
Mayor

CONDITIONAL USE PERMIT AND SITE DEVELOPMENT PLAN FOR SPIRIT LEXUS LOCATED AT 10176 CORPORATE SQUARE DRIVE

City Council

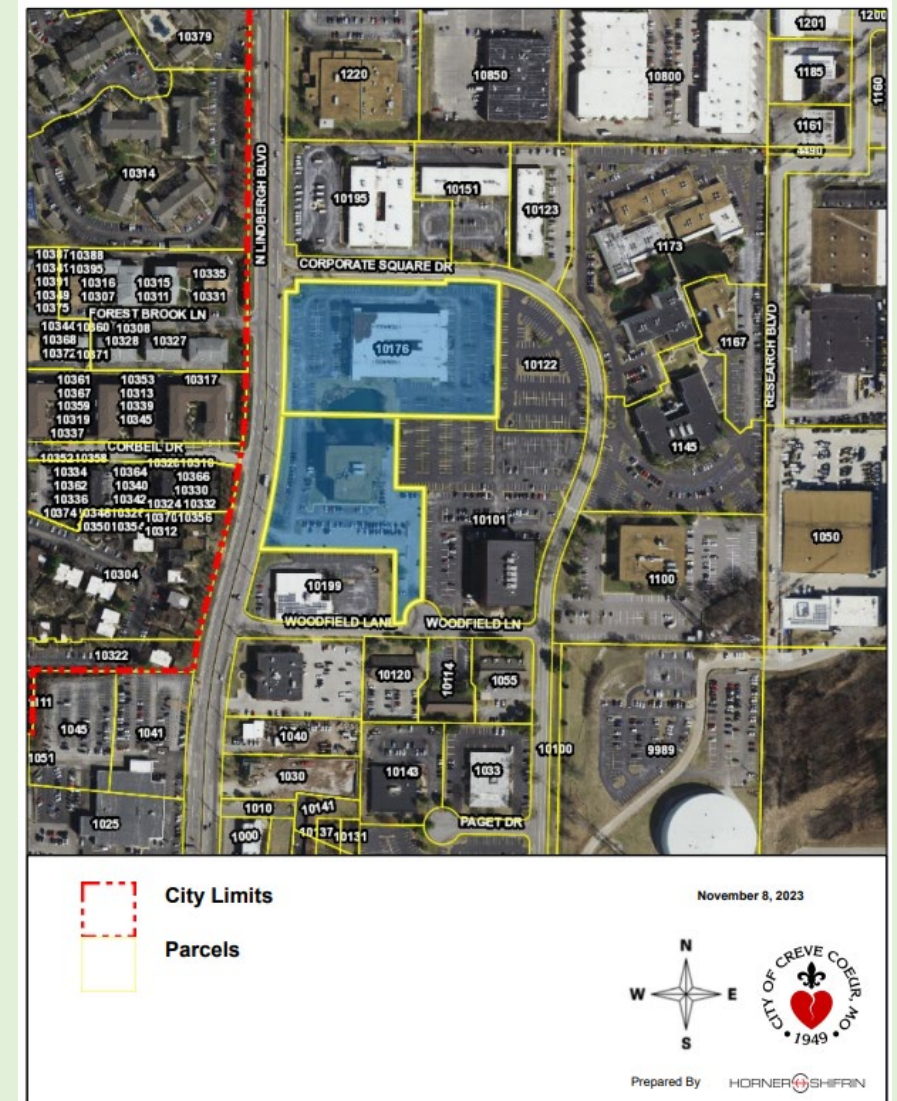
December 11, 2023

Bethany Moore, City Planner



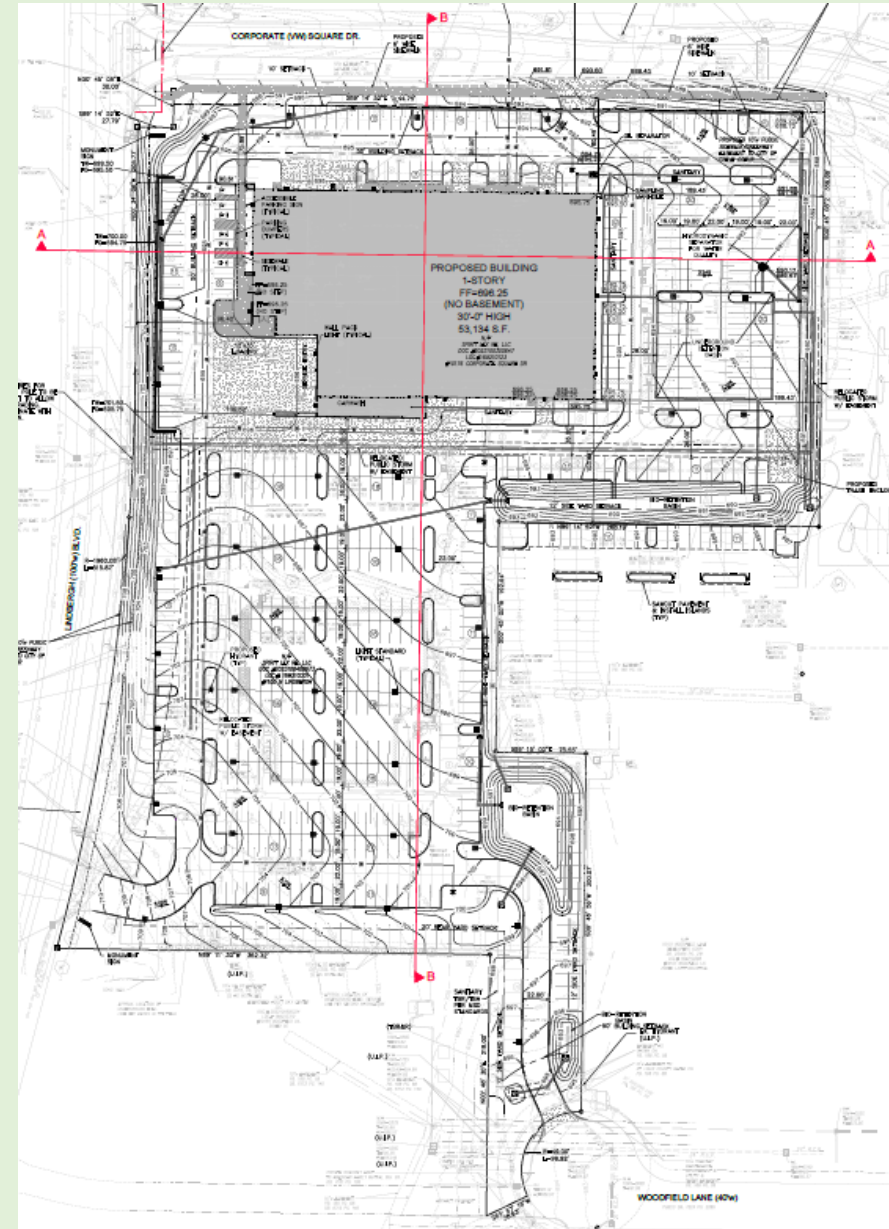
Request

- GC-General Commercial District
- 39 North Innovation District
- Applicant has submitted a request for a Conditional Use Permit for a New Car Dealer
- Site Development Plan for New Car Dealership building and parking lots
- 8.06 acre total project area
- Demo of two existing buildings and a pond



Site Development Plan

- New 53,134 square foot building with 40 service stalls
- 487 parking stalls are proposed, 176 are required, surplus of 311.
- 69.6% site coverage proposed, 63% max, allowed up to 70% with site coverage bonus approval
- Sidewalks provided along Lindbergh Boulevard and Corporate Square Drive in coordination with MoDOT's future plans.



Conditional Use Permit

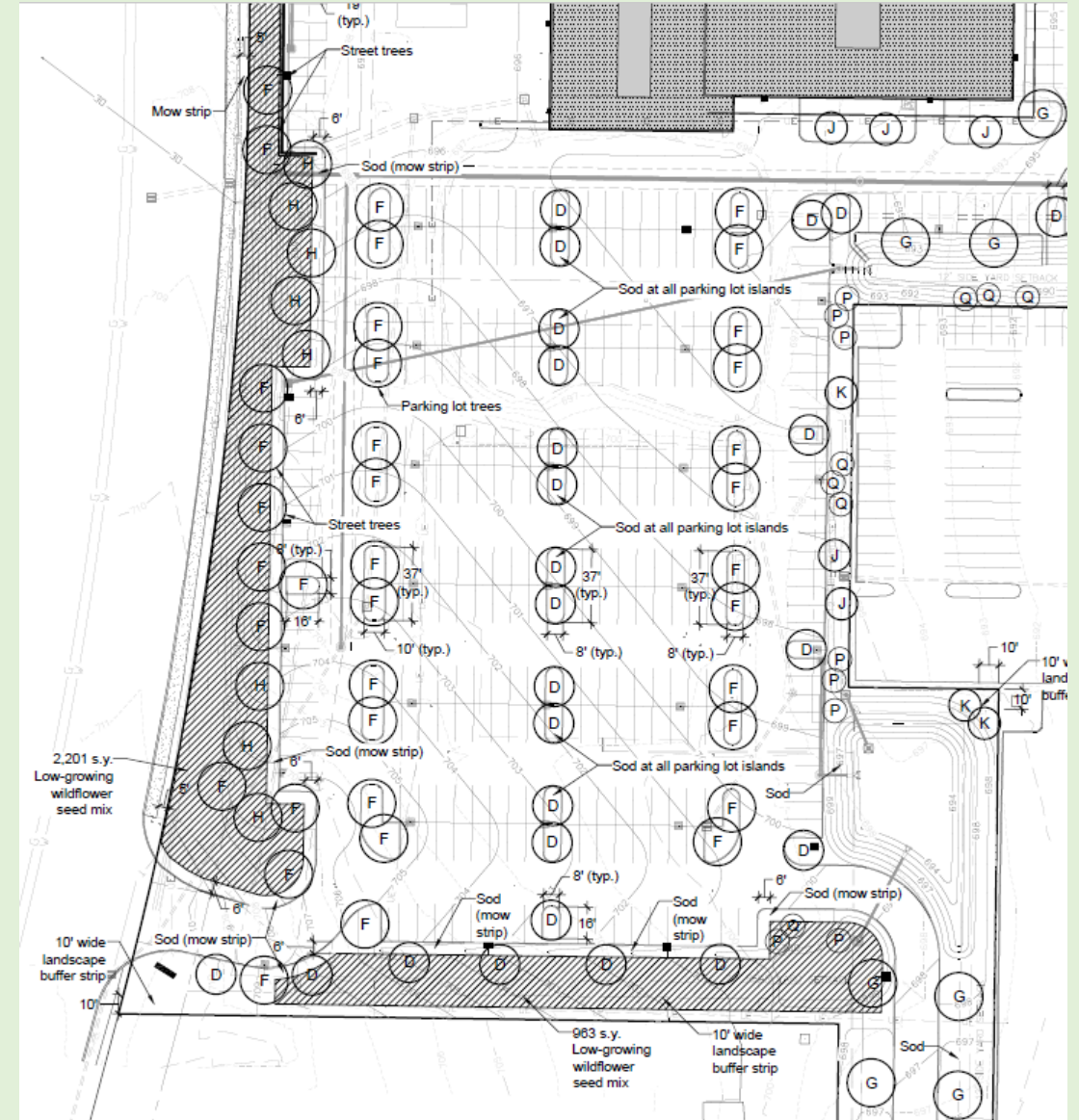
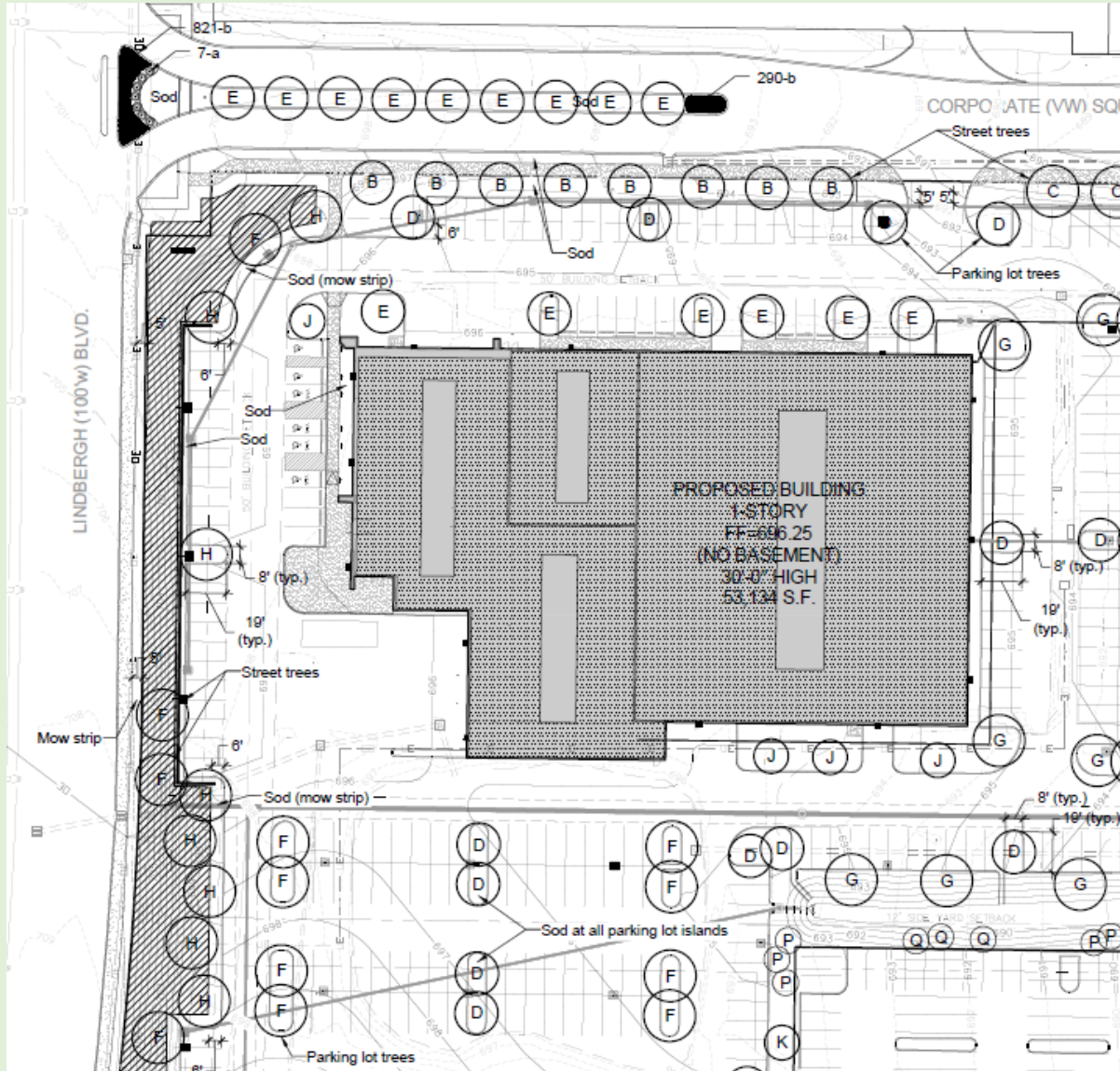
Per Section 405.470(A)(11) New Car Dealers NAICS 441110

- Must be on lots of more than 1 acre
- Service bays are limited to 1 per 5,000 square feet of land area and must all be contained within the building.
- Must have solid trash enclosure at rear of site.
- 55 employees at busiest shift
- Hours of operation:
 - 9:00 AM to 7:00 PM Monday, Wednesday, Friday and 9:00 AM to 6:00 PM Tuesday, Thursday, Saturday for sales
 - 7:00 AM to 6:00 PM Monday-Friday and 8:00 AM to 5:00 PM on Saturday for services
 - 7:00 AM to 6:00 PM Monday-Friday and 8:00 AM to 5:00 PM on Saturday for parts

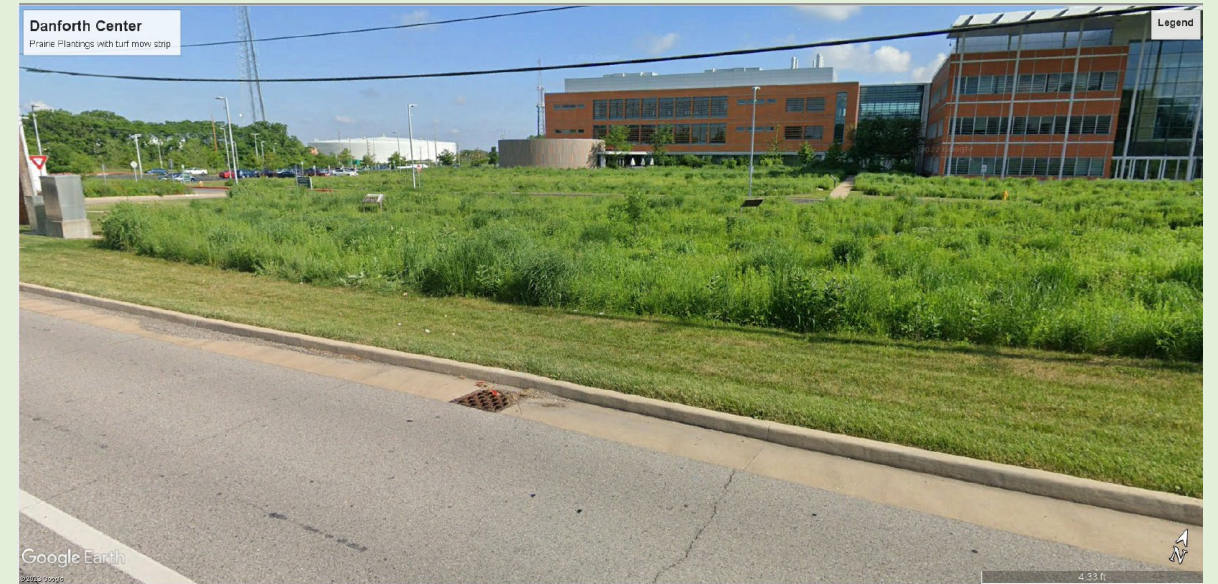
Site Coverage Bonus

- Applicant is seeking approval of a site coverage bonus in order to increase the maximum site coverage from 63% to 69.6% when 70% is the maximum with the bonus.
- Applicant is proposing the use of the “green, vegetated roof,” the native landscaping area of 0.68 acres, and the renovation and continued maintenance of the landscaped median within Corporate Square Drive.

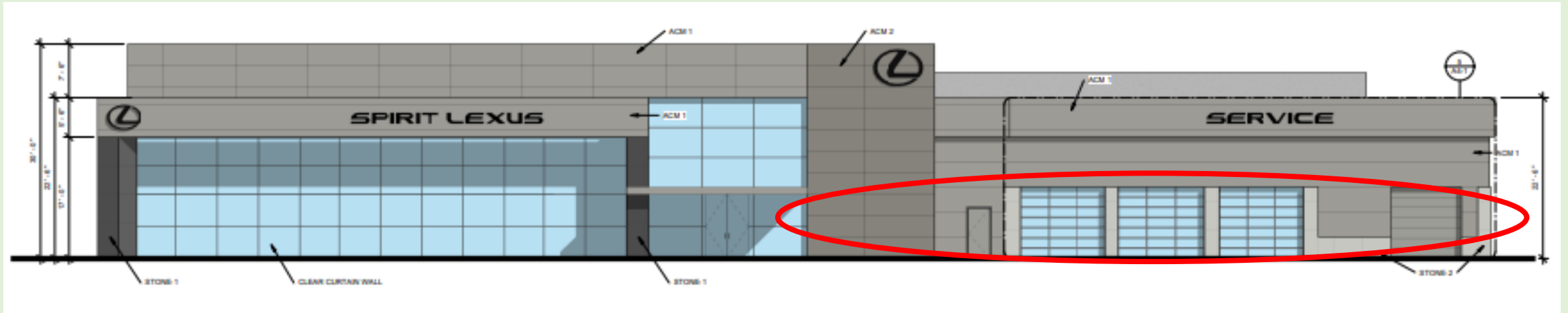
Landscaping Plan



Native Prairie Landscaping



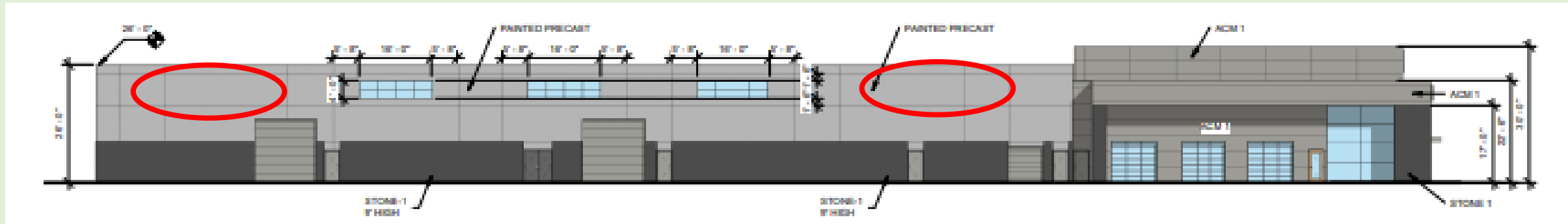
Revised Exterior Elevations



Lindbergh Boulevard Facade



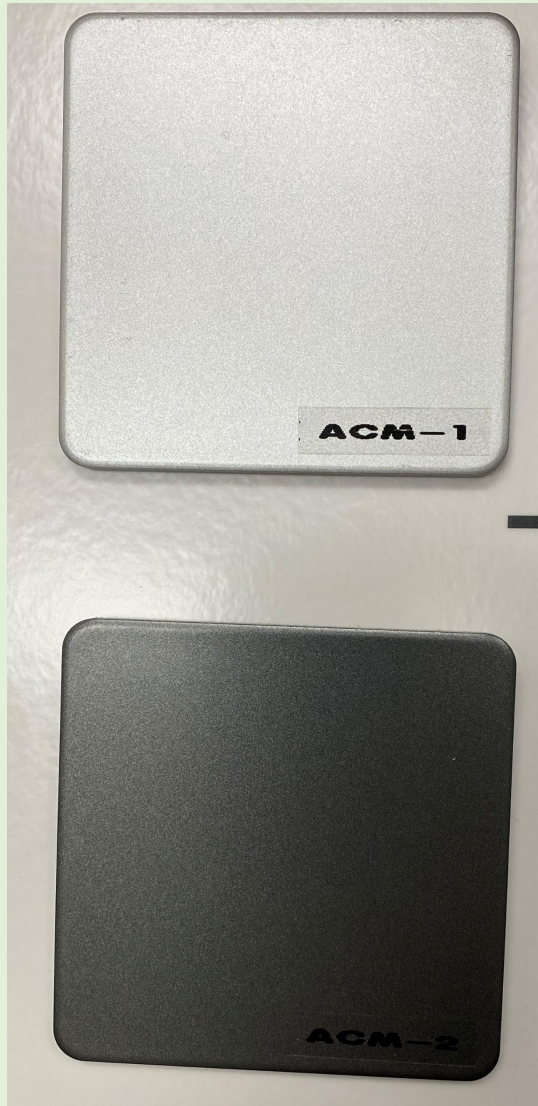
Revised Exterior Elevations



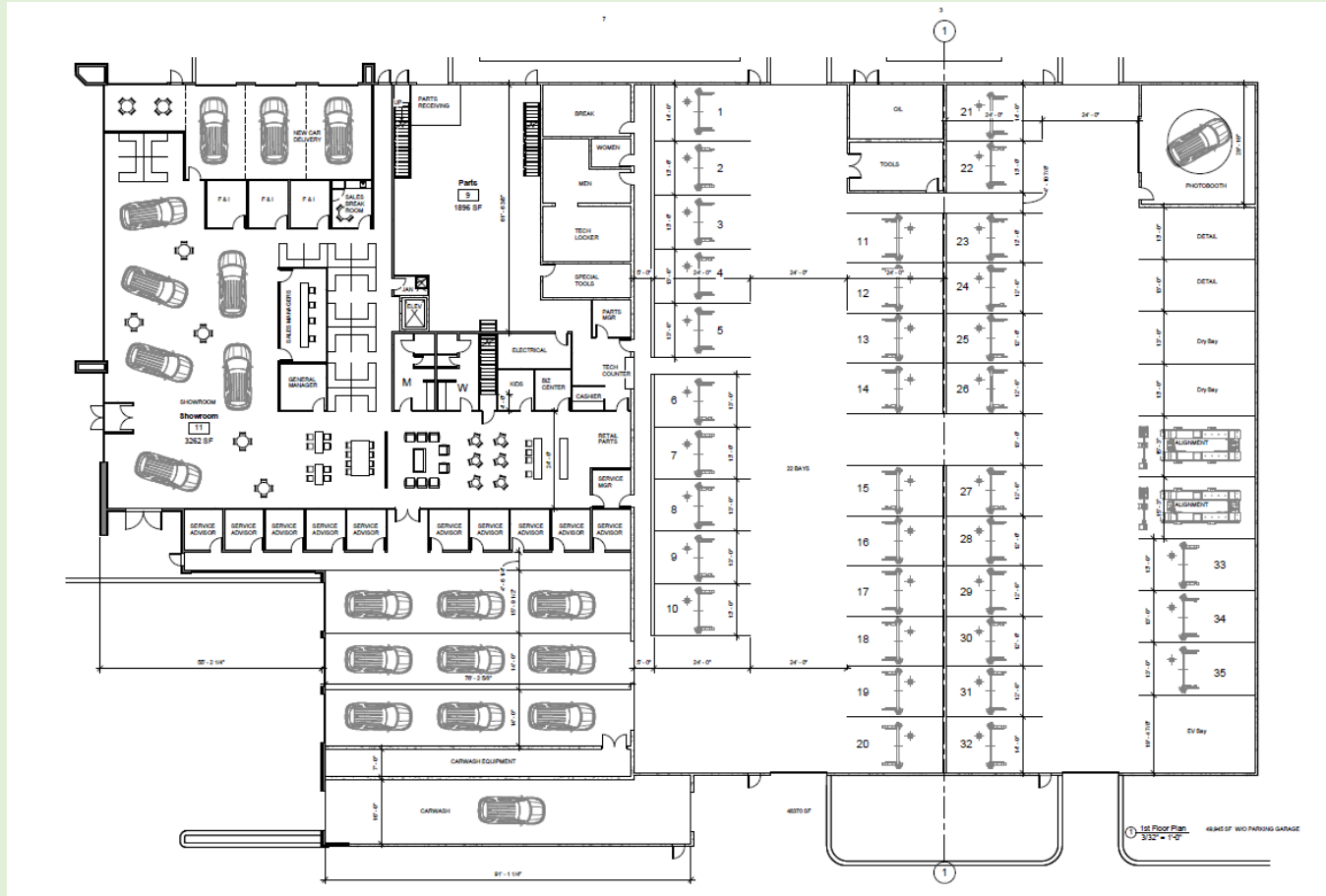
Corporate Square Facade



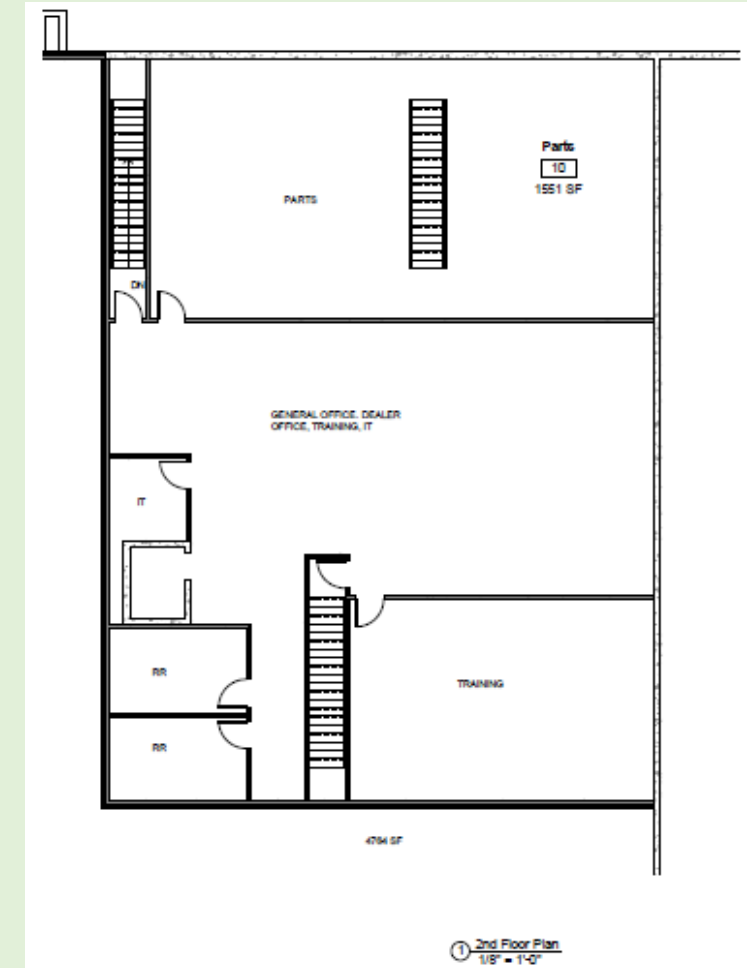
Building Materials



Proposed Building Layout

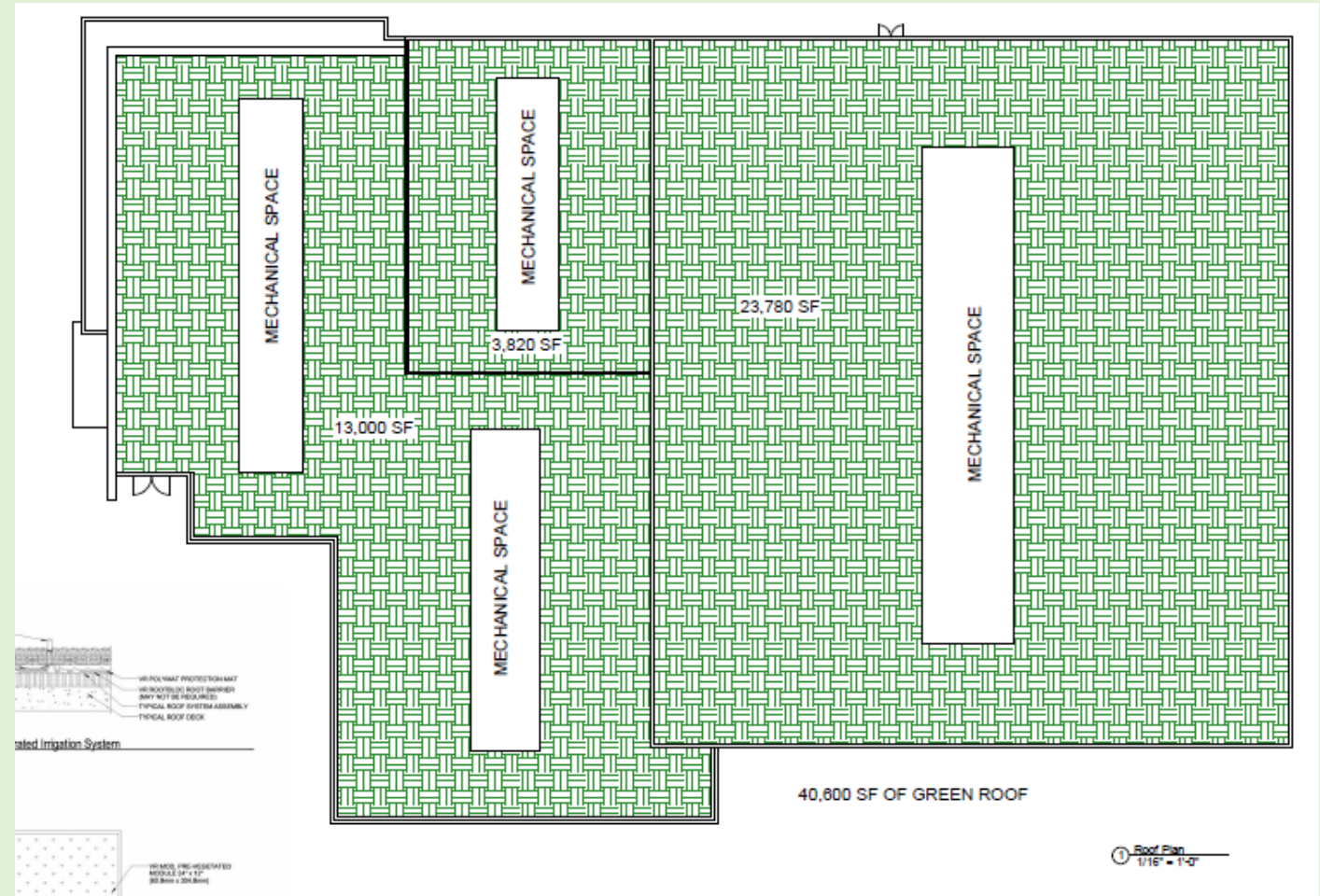
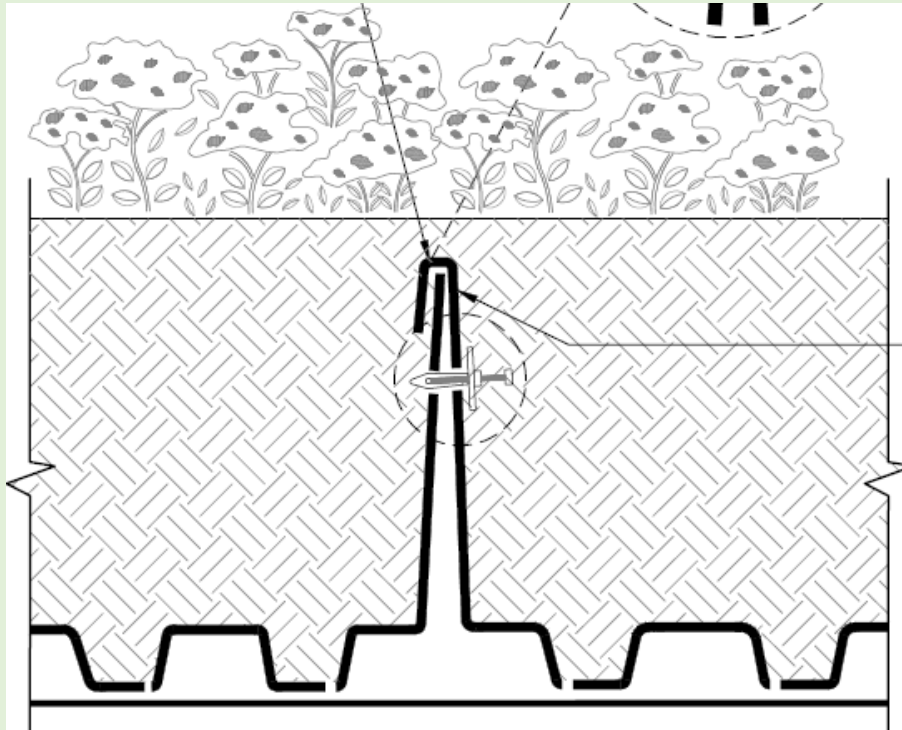
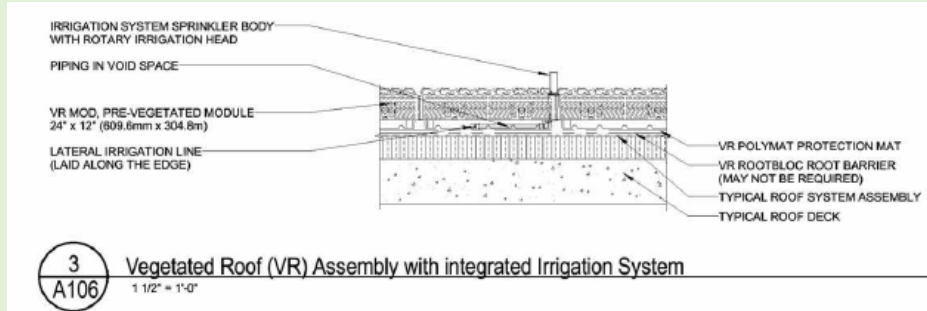


First Floor Plan with 40 Service Stalls



Second Floor Plan

Green Roof



PZ Recommendation

Recommended Approval to City Council with the following comments:

- Revised Exterior Elevations
- Final Landscaping Plan

Exhibit B

SPIRIT LEXUS

**10176 Corporate Square Drive & 1100 N. Lindbergh
Boulevard– Creve Coeur, MO +
(Zoned: GC General Commercial)**

December 11, 2023: City of Creve Coeur – City Council

Conditional Use Permit

Site Development Plan

Boundary Adjustment Plat

Development Team:

Spirit LEX Re LLC – Owner: Mike Leep Jr.

Spirit LEX Re LLC – Vice President of Operations: Chris Pustelak, CPA

Spirit Lexus: Asim Ali – General Manager

Stock & Associates Consulting Engineers, Inc. – Civil/Engineer/Surveyor: George Stock, P.E., President

Stock & Associates Consulting Engineers, Inc. – Civil Engineer/Surveyor: Josh Barcus, P.E., Senior Associate

CFI Design Management, Inc. – Architect/Building: Chip Walker

Loomis Associates – Landscape Architect: Rusty Saunders, PLA, ASLA

Spencer Fane LLP – Attorney: Brad Cytron, Partner

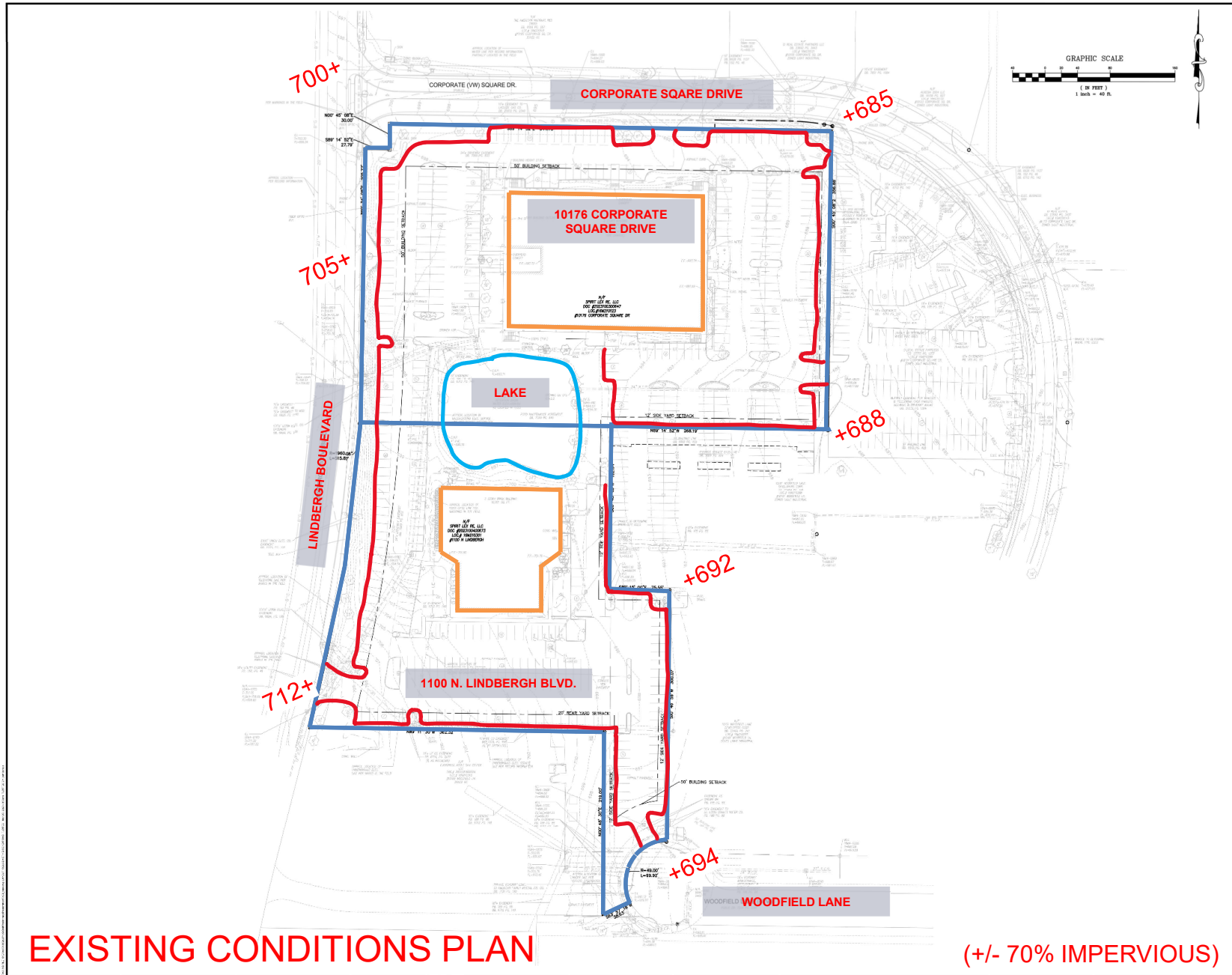
Spirit Lexus

**10176 Corporate Square Drive & 1100 N. Lindbergh
Boulevard – Creve Coeur, MO**

December 11th: City of Creve Coeur – City Council

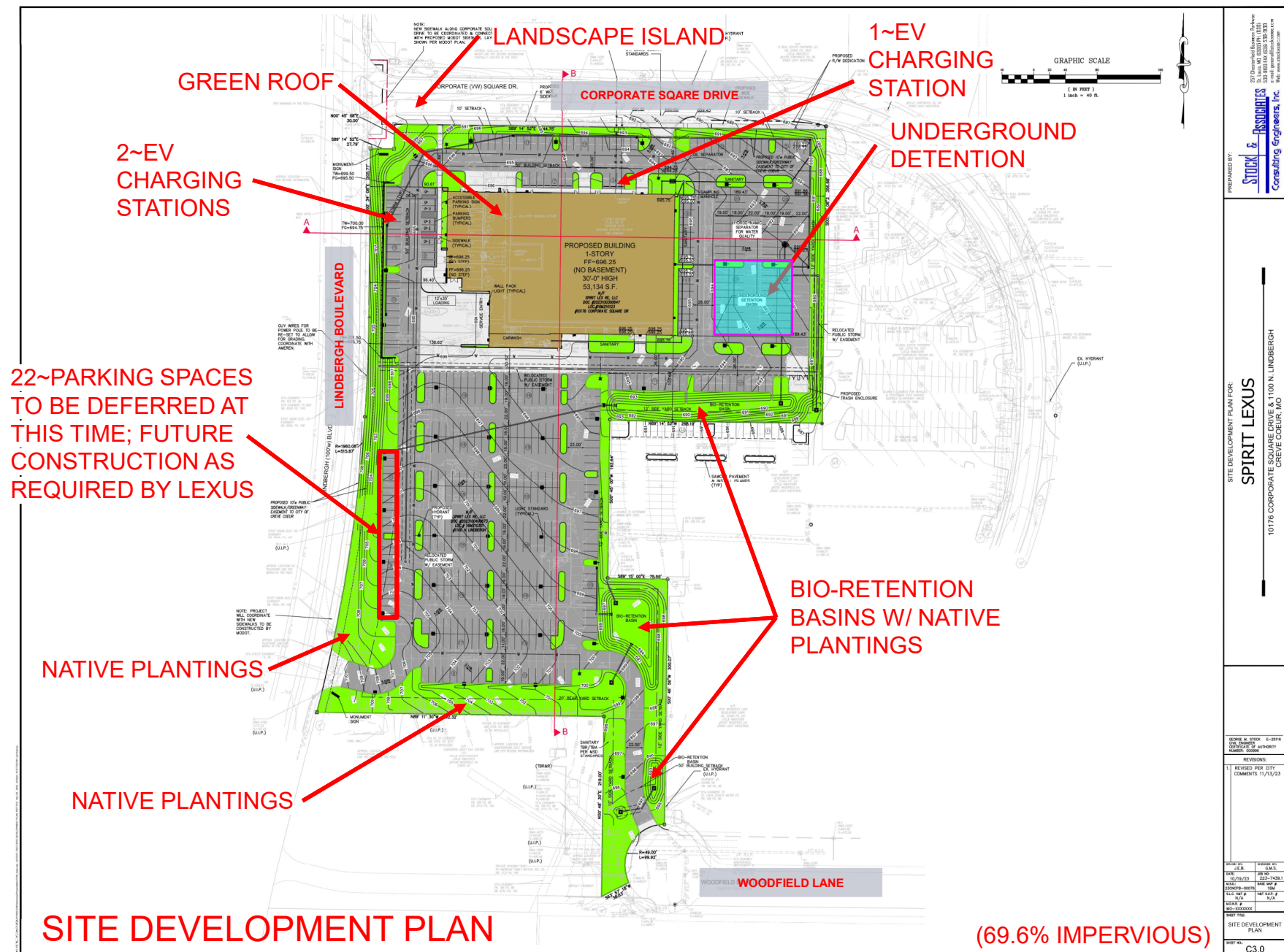
A request for:

1. Conditional Use Permit and Site Development Plan for a 53,134 s.f. building with 40 service bays to operate a New Car Dealership. (Zoned: GC – General Commercial)
 - a) 55 employees
 - b) Sales Hours:
 - M-W-F: 9:00am – 7:00pm
 - T-TH-S: 9:00am – 6:00pm
 - c) Service/Parts Hours:
 - M-F: 7:00am – 6:00pm
 - S: 8:00am – 5:00pm
2. Boundary Adjustment Plat – Consolidating 10176 Corporate Square Drive (4.717 Ac.) & 1100 N. Lindbergh Boulevard (3.348 Ac.) to a single parcel; and dedicating 0.031 Ac. to City of Creve Coeur for public sidewalk extension. Also includes dedicated of 10' wide Public Sidewalk/Greenway Easement to City of Creve Coeur for potential future use.

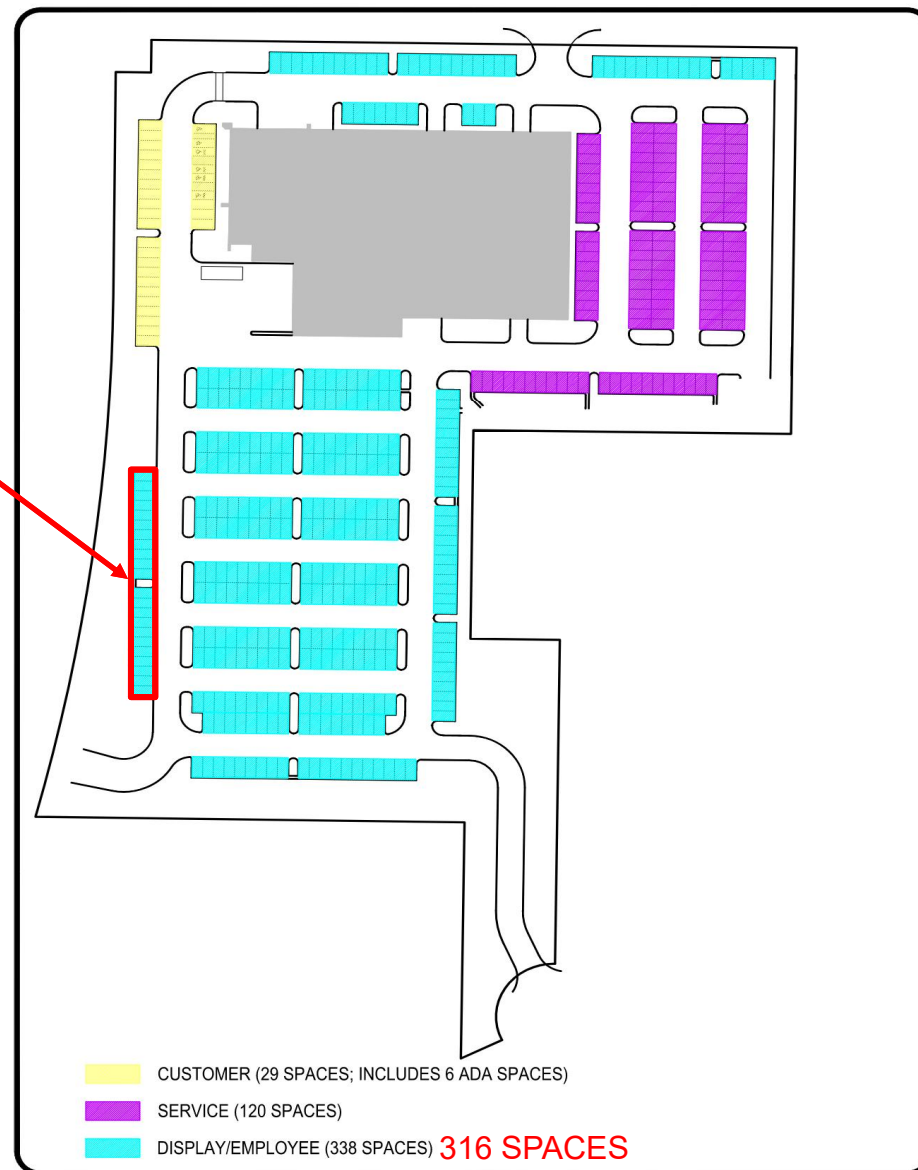


PREPARED BY STOCK & ASSOCIATES Consulting Engineers, Inc.	
SITE DEVELOPMENT PLAN FOR: SPIRIT LEXUS 10176 CORPORATE SQUARE DRIVE & 1100 N. LINDBERGH CRESTVIEW, MO	
SHEET NO. 11004 1-01111 THE PLANNED DEVELOPMENT AUTHORITY BOARD OF COMMISSIONERS	
REVISIONS: 1. REVISED PER CITY COMMENTS 11/15/23	
DATE 10/26/23	DRAWN BY J. L. L.
CHECKED BY J. L. L.	SCALE 1" = 40'
PROJECT NO. 11004	SHEET NO. 11004
SHEET TITLE EXISTING CONDITIONS PLAN	SHEET NO. C2.0



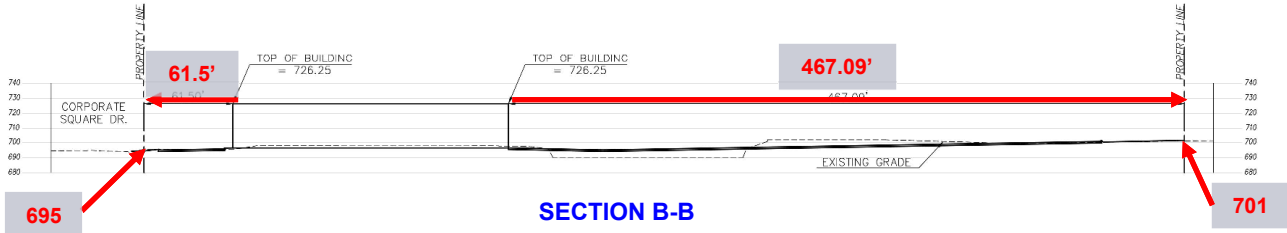
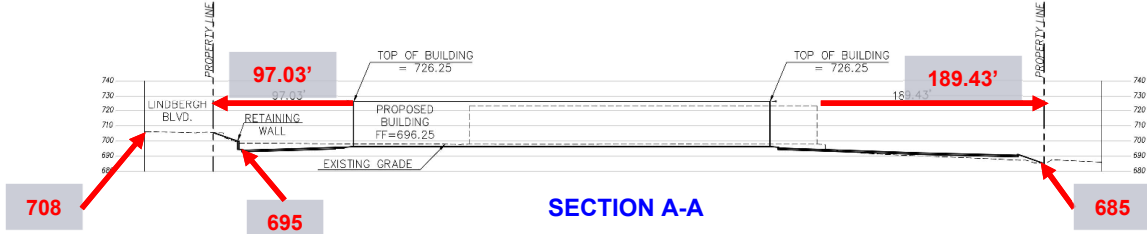


22~PARKING SPACES
TO BE DEFERRED AT
THIS TIME; FUTURE
CONSTRUCTION AS
REQUIRED BY LEXUS



PARKING PLAN

SITE SECTIONS



Stock & Associates
Consulting Engineers, Inc.

257 Chesterfield Business Parkway
St. Louis, MO 63203 PH: (314) 351-9100 FAX: (314) 351-9330
e-mail: general@stockinc.com
Web: www.stockinc.com

SITE DEVELOPMENT PLAN FOR:
SPIRIT LEXUS
10176 CORPORATE SQUARE DRIVE & 1100 N
CREVE COEUR, MO



REVISIONS:	
1.	REVISED PER CITY COMMENTS 11/13/23

UNCLASS. BY: J.E.H.	UNCLASS. BY: C.M.S.
DATE: 10/06/25	AGE NO: 223-7450.1
NO. OF: 3232WSP-32076	DATE VAP. @: 16W
S.L.C. INVT. @: N/A	INVT. S.L.P. @: N/A
NO. OF. @: WFO-KXXXXXX	
SHEET TITLE:	

SHEET NO:
C40

LANDSCAPE PLAN

ISLAND ENHANCEMENT PLANTINGS

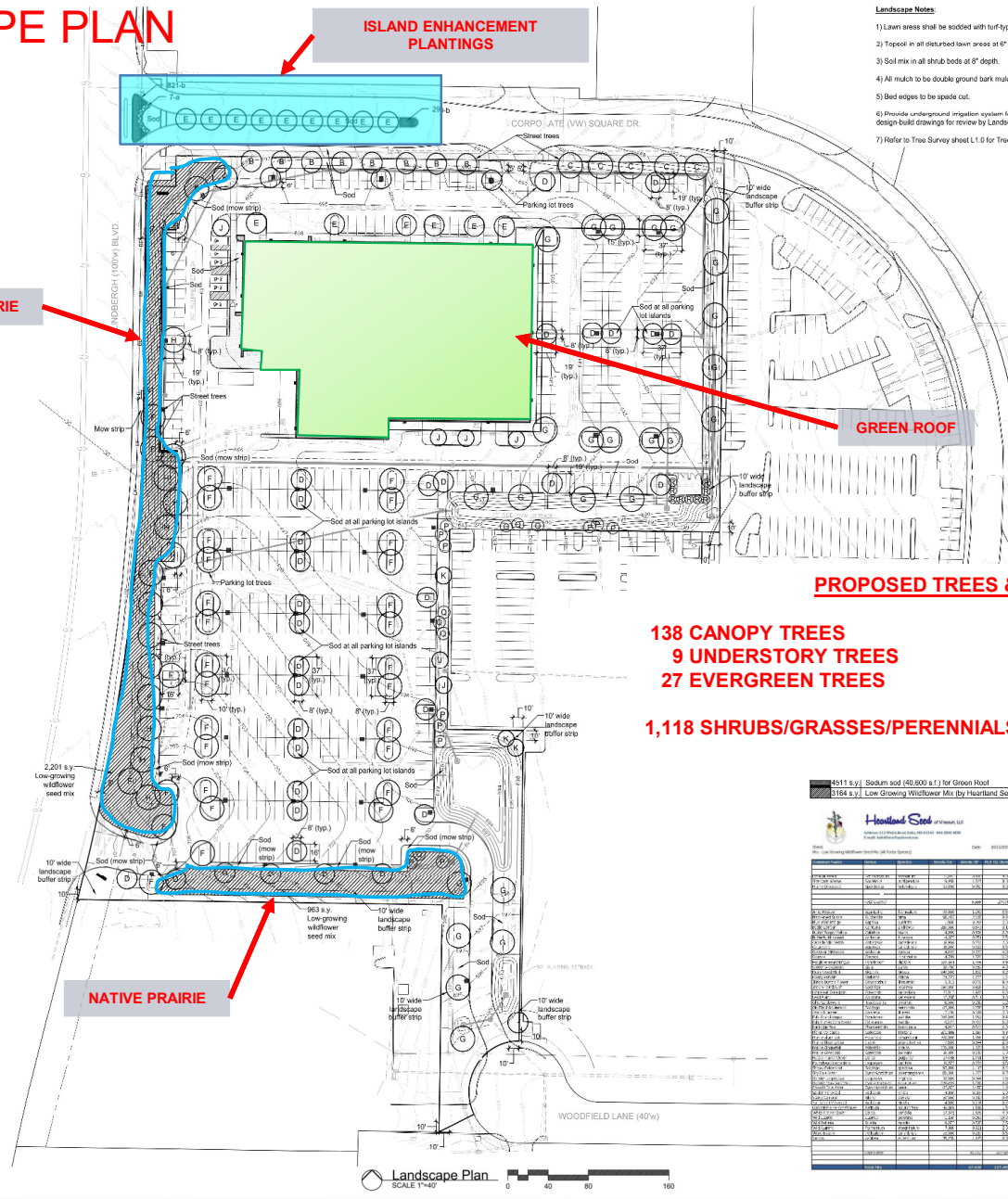
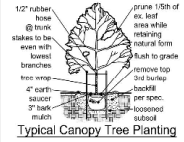
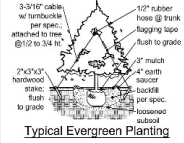
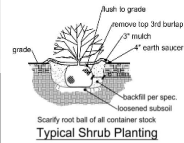
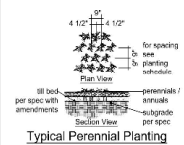
NATIVE PRAIRIE

GREEN ROOF

PROPOSED TREES & SHRUBS:

138 CANOPY TREES
9 UNDERSTORY TREES
27 EVERGREEN TREES

1,118 SHRUBS/GRASSES/PERENNIALS/ANNUAL/GROUND COVER



Landscape Notes

- 1) Lawn areas shall be sodded with turf-type Tall Fescue Grass or approved equivalent.
- 2) Topsoil in all disturbed lawn areas at 6" depth.
- 3) Soil mix in all shrub beds at 8" depth.
- 4) All mulch to be double ground bark mulch.
- 5) Bed edges to be spade cut.
- 6) Provide underground irrigation system for active site except at wildflower prairie locations. Contractor to provide design build drawings for review by Landscape Architect.
- 7) Refer to Tree Survey sheet L1.0 for Tree Census.

Landscape Summary

Street trees

1 tree per 30' L.F. required
Corporate Square Drive = 575' L.F. / 30' L.F. = 19 street trees required
19 street trees provided
Lindbergh Boulevard = 719' L.F. / 30' L.F. = 23 street trees required
23 street trees provided
with MO native wildflower prairie

Interior landscaped areas

10 s.f. per 350 s.f. of paving interior landscaped area required
196,000 s.f. (4.50 acres) total pavement area / 350 s.f. = 560 s.f. x 10 s.f. = 5,600 s.f. (0.13 acres)
Interior landscaped area required
Interior landscaped area = 23,808 s.f. (0.54 acres) provided

Parking lot island landscaped area mixed with shrubs to be on plan
Each interior landscaped area includes a minimum of 1 shade tree
Each interior landscaped area includes 2 shade trees per 100' L.F. per parking row

2511 s.y.	Sodum sod (40,800 s.f.) for Green Roof	Mixture of Sodum varieties
2164 s.y.	Low Growing Wildflower Mix (by Heartland Seed)	Mixture of Grasses and Forbs

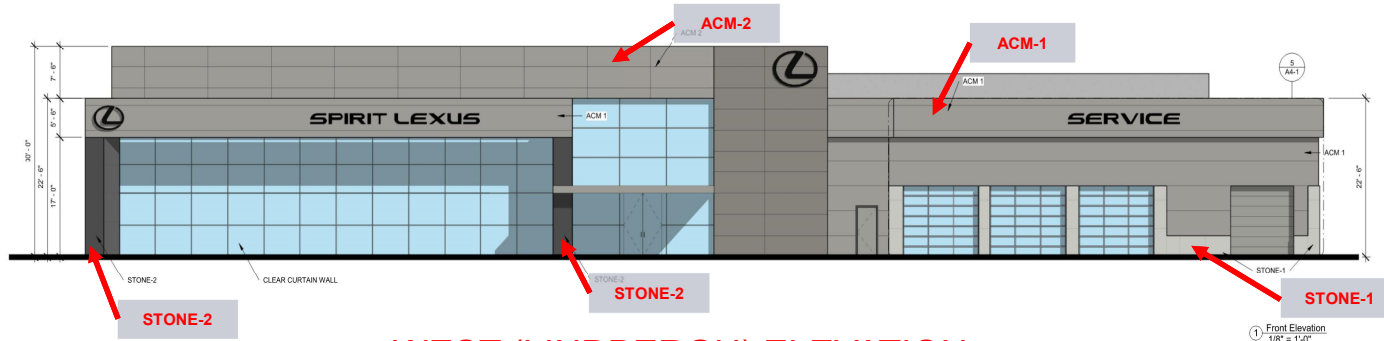
Item	Quantity	Unit	Material	Notes
1	138	Canopy Trees	Various	
2	9	Understory Trees	Various	
3	27	Evergreen Trees	Various	
4	1,118	Shrubs/Grasses/Perennials/Annual/Ground Cover	Various	



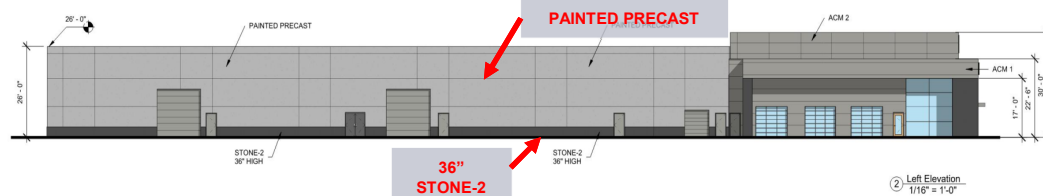
Spirit Lexus
10176 Corporate Square Drive & 1100 North Lindbergh Boulevard
Creve Coeur, Missouri

Drawn:	KP
Checked:	RS
Sheet Title:	Concept Landscape Plan
Sheet No:	CL1.0
Date:	10/13/23
Job #:	813.113

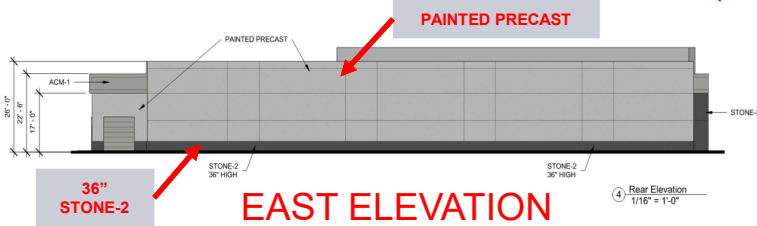
ORIGINAL ELEVATIONS



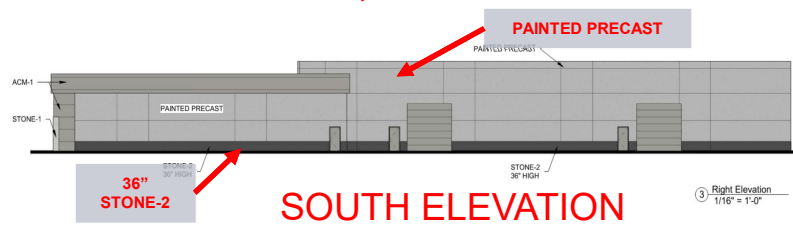
WEST (LINDBERGH) ELEVATION



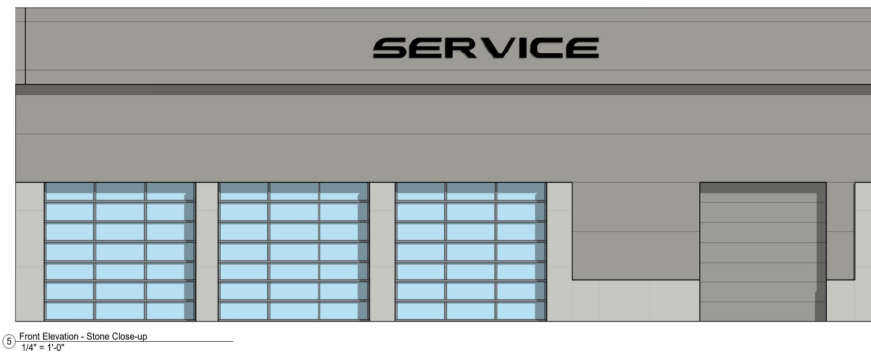
NORTH (CORPORATE SQUARE) ELEVATION



EAST ELEVATION



SOUTH ELEVATION



ACM-1: ALUMINUM COMPOSITE
ANODIC CLEAR MICA

ACM-2: ALUMINUM COPOSITE
MZG GRAY MICA

STONE-1: BEIGE DRY STACKED STONE

STONE-2: FLAMED RIGINIA MIST GRANITE

PAINTED PRECAST

CONSTRUCTION MANAGERS
GENERAL CONTRACTORS
DESIGN/BUILD
6296 Rucker Road
St. Louis, MO 63121
314-254-4466
FAX 314-254-4750

CUSTOM FACILITIES
www.customfacilities.com

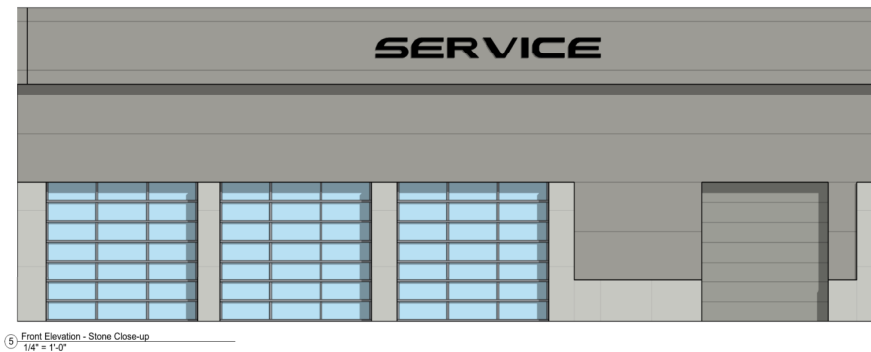
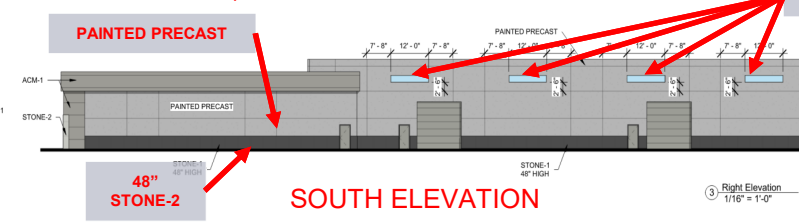
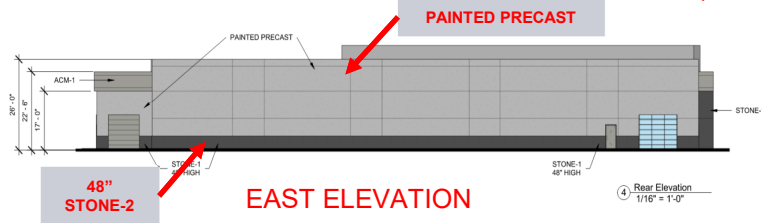
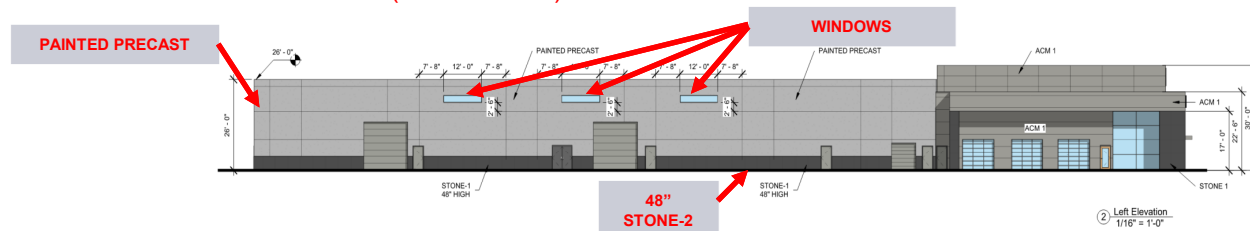
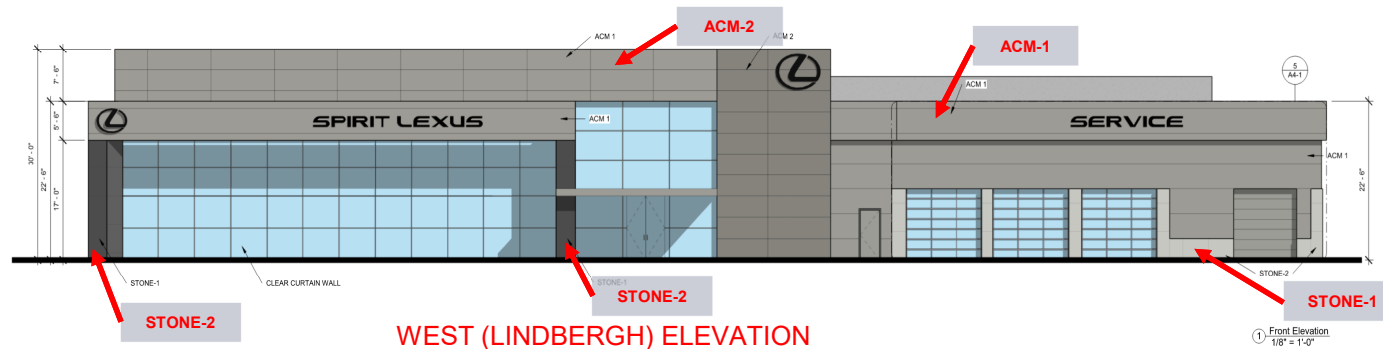
Lexus of Creve
Coeur
Creve Coeur, Missouri

Project: 21122
Drawn By: KTM
Checked: KTM

Revision	Mark	Date	Remark

DO NOT SCALE
Custom Facilities shall

REVISED ELEVATIONS 12/06/23



**ACM-1: ALUMINUM COMPOSITE
ANODIC CLEAR MICA**

**ACM-2: ALUMINUM COPOSITE
MZG GRAY MICA**

STONE-1: BEIGE DRY STACKED STONE

STONE-2: FLAMED RIGINIA MIST GRANITE

PAINTED PRECAST

CONSTRUCTION MANAGER
GENERAL CONTRACTOR
DESIGN/BUILD
6256 Rucker Road
St. Louis, MO 63121
314-254-4466
FAX 314-254-4750

CUSTOM FACILITIES
www.customfacilities.com

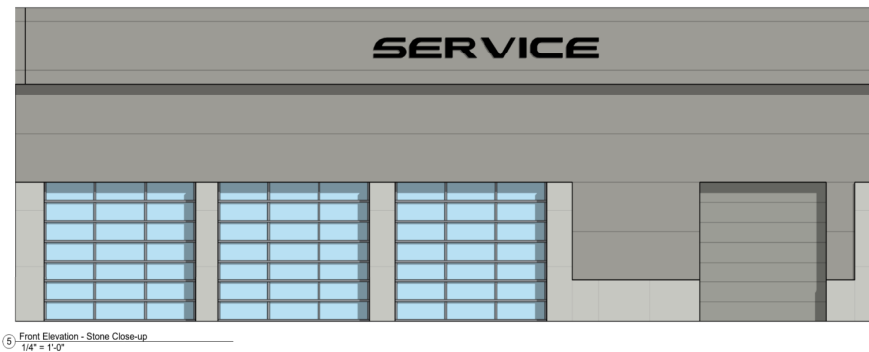
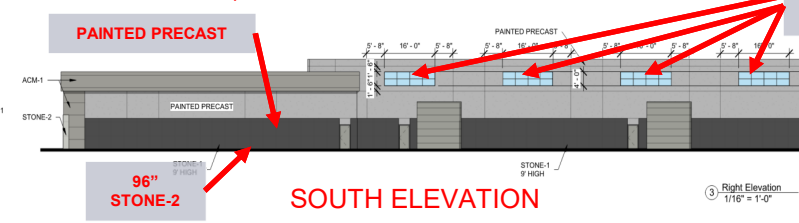
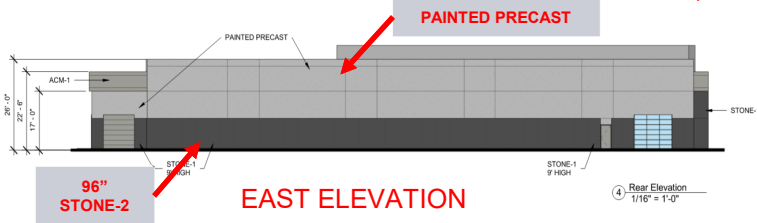
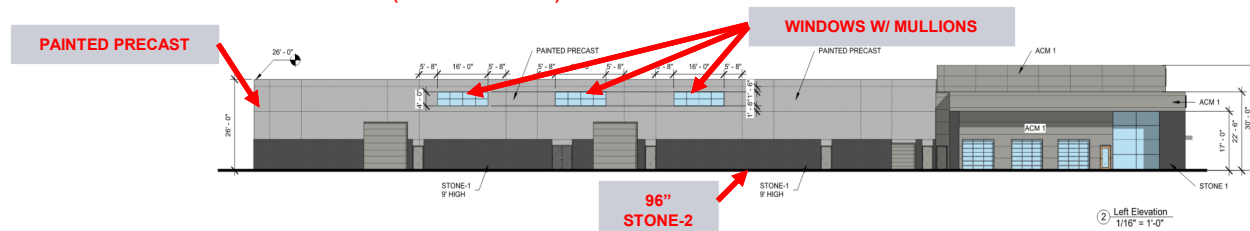
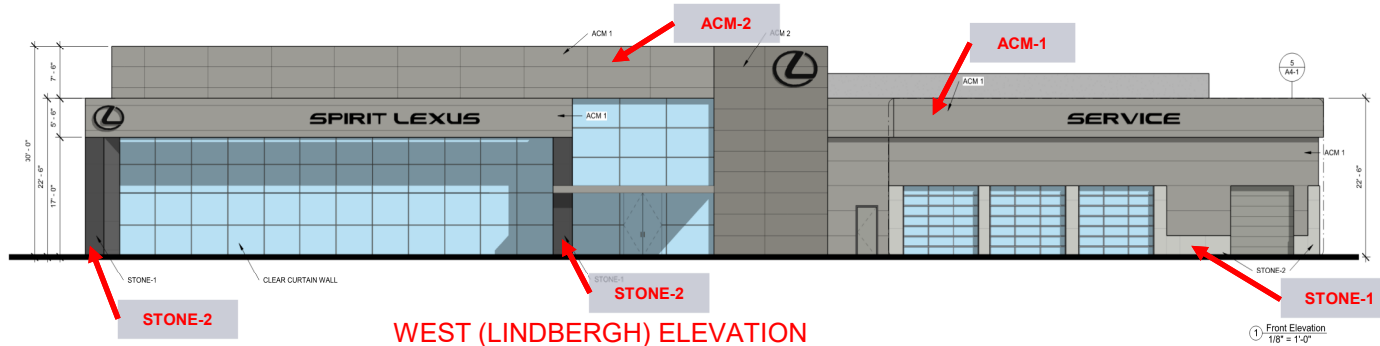
Lexus of Creve
Coeur
Creve Coeur, Missouri

Project: 21122
Drawn By: KTM
Checked: KTM

Revision	Mark	Date	Remark

DO NOT SCALE
Custom Facilities shall

REVISED ELEVATIONS 12/07/23



ACM-1: ALUMINUM COMPOSITE
ANODIC CLEAR MICA

ACM-2: ALUMINUM COPOSITE
MZG GRAY MICA

STONE-1: BEIGE DRY STACKED STONE

STONE-2: FLAMED RIGINIA MIST GRANITE

PAINTED PRECAST

CONSTRUCTION MANAGER
GENERAL CONTRACTOR
DESIGN/BUILD
6256 Rucker Road
St. Louis, MO 63121
314.220.4466
FAX 314.220.4466

CUSTOM FACILITIES
www.customfacilities.com

Lexus of Creve
Coeur
Creve Coeur, Missouri

Project: 21122
Drawn By: KTM
Checked: KTM

Revision	Mark	Date	Remark

DO NOT SCALE
Custom Facilities shall

Thank you!

Exhibit C

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE EXECUTION OF A CHANGE ORDER WITH TWO ALPHA CONTRACTING, LLC ON THE DIELMANN RECREATION CENTER DRAINAGE IMPROVEMENTS PROJECT FOR A LUMP SUM CONTRACT SUM OF \$8,325.00.

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

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

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

WHEREAS, this project for stormwater management improvements ~~was~~has been approved by the City Council ~~and is underway~~; and

WHEREAS, issues arose in the course of the work concerning utilities that were not located on the plans during design and Two Alpha Contracting, LLC has proposed a final payment~~provided a fair and reasonable cost request~~ for additional labor time incurred due to ~~those~~the numerous utility conflicts on the project, in compromise of its claims related thereto;

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

Section 1. A Change Order between Two Alpha Contracting, LLC and the City, attached hereto as "Exhibit A," with a lump sum contract amount of \$ 8,325.00, is hereby approved and the City Administrator is hereby authorized and directed to enter into and execute that Change Order in conjunction with receipt of a release of claims from Two Alpha Contracting, LLC in form approved by the City Attorney. The Change Order as executed shall be substantially in the form of "Exhibit A," with such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Resolution. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient, or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the Contract.

Adopted this 11th day of December, 2023.

Robert Hoffman
Mayor

Attest:

Kellie Henke
City Clerk



LOCAL RECORDS PROGRAM

DISPOSITION LIST

CITY OF CREVE COEUR

~~2023~~

2024

The following HR records have met the mandated retention schedule and are recommended for disposal under RSMo 109.230 subsection 4. The records are scheduled for shredding and said action shall be recorded in the jurisdictional minutes with the record series and inclusive dates.

RECORD SERIES	INCLUSIVE DATES	DESTRUCTION CODE FROM SOS
Employee Master Records – 2013	Jan – Dec 2013	GS 026
Employee Medical Records – 2016 Includes Employee Benefit Records – Participant	Jan – Dec 2016	GS 027 GS 118 GS 029 GS 043
Employee Medical Records – 2012 to 2013	Jan – Dec 2012 – 2013	GS 027
Applicants considered for Maintenance Worker I	09-2022	GS 062
Applicants considered for Civil Engineer	09-2022	GS 062



LOCAL RECORDS PROGRAM

DISPOSITION LIST

CITY OF CREVE COEUR

2024

The following **_City Administrator records_** have met the mandated retention schedule and are recommended for disposal under RSMo 109.230 subsection 4. The records are scheduled for shredding and said action shall be recorded in the jurisdictional minutes with the record series and inclusive dates.

RECORD SERIES	INCLUSIVE DATES	DESTRUCTION CODE FROM SOS
Misc. Correspondence	1999-2019	GS 012
Staff Reports	1999-2019	GS 085
Draft Documents	1999-2019	GS 012
Meeting Notes	1999-2019	GS 085
Appraisals	1999-2019	GS 012
SLAIT Insurance Board Meeting Packets & Annual Reports	1999-2019	GS 021
Master Employee Records	1999 & 2003	GS 026
Tax Increment Financing District Files	1980's	GS 092



LOCAL RECORDS PROGRAM

DISPOSITION LIST

CITY OF CREVE COEUR

2024

The following LEGISLATIVE/HR Records have met the mandated retention schedule and are recommended for disposal under RSMo 109.230 subsection 4. The records are scheduled for shredding and said action shall be recorded in the jurisdictional minutes with the record series and inclusive dates.

RECORD SERIES	INCLUSIVE DATES	DESTRUCTION CODE FROM SOS
Contracts, Leases, and Agreements- duplicate copies of contracts/agreements. Copies are on file electronically, in project folders, or with the resolution/ordinance, if applicable.	1999-2018	GS 060
St. Louis County Committee Report- Recommendations of the Government Structure & Finance Action Committee	1991	GS 012
Employee Master Records	1999, 2003	GS 026



LOCAL RECORDS PROGRAM

DISPOSITION LIST

CITY OF CREVE COEUR

2024

The following Police Records have met the mandated retention schedule and are recommended for disposal under RSMo 109.230 subsection 4. The records are scheduled for shredding and said action shall be recorded in the jurisdictional minutes with the record series and inclusive dates.

RECORD SERIES	INCLUSIVE DATES	DESTRUCTION CODE FROM SOS
Arrest / Booking Sheets	1/1/2013-12/31/2013	POL 006
Arrest # Log	2018	POL 006
Bond Receipts and Bond Log	2022	
FAX requests for information	2022	POL 002
NRN paperwork	2022	POL 002
Report requests – Driver Protection Act	2022	
Repossession's Paperwork	2022	
Ride Along Request forms	2022	
Towed Vehicle w/ No Report	2022	
Police Reports (not Class A (F) or Active Warrants	2013	POL 001
Report Accountability	2018	POL 008
Visitor logs	2018	POL 008
Police Officer Employment Applications	2020	

CITY OF CREVE COEUR



MEMORANDUM

Date: January 2, 2024
To: Mark Perkins, City Administrator
From: Jason Valvero, Director of Recreation
CC:
Subject: Venable Park Memorial Donation

Please consider acceptance of the following donation to be used for the Venable Park Memorial Artwork:

- A \$5,000 donation from the Dean of the Washington University School of Medicine

The donation will help off-set the costs associated with the park memorial honoring Dr. Venable.



MEMORANDUM

DATE: January 3, 2024

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 December 7, 2023 to January 3, 2024 in the amount of \$1,609,590.79.



Creve Coeur, MO

Council Report of invoices Paid Listing

By Fund

Payment Dates 12/7/2023 - 1/3/2024

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
Fund: 01 - GENERAL FUND						
PAYROLL-MS CONTRIBUTIONS	INV0001914	12/08/2023	ICMA ROTH IRA %	01-2319	DFT0007961	124.85
FAMILY SUPPORT DIVISION- CHILD SUPPORT OFFICE	INV0001915	12/08/2023	CHILD SUPPORT	01-2113	DFT0007962	184.62
PAYROLL-MS CONTRIBUTIONS	INV0001916	12/08/2023	ER PENSION 10%	01-2312	DFT0007963	801.80
PAYROLL-MS CONTRIBUTIONS	INV0001916	12/08/2023	ICMA ROTH 457 %	01-2318	DFT0007963	3,528.31
PAYROLL-MS CONTRIBUTIONS	INV0001916	12/08/2023	ICMA ROTH 457 \$	01-2318	DFT0007963	1,888.08
PAYROLL-MS CONTRIBUTIONS	INV0001916	12/08/2023	ICMA ROTH IRA \$	01-2319	DFT0007963	494.62
PAYROLL-MS CONTRIBUTIONS	INV0001916	12/08/2023	ICMA 457 \$	01-2322	DFT0007963	6,329.86
PAYROLL-MS CONTRIBUTIONS	INV0001916	12/08/2023	ICMA 457 %	01-2322	DFT0007963	2,125.41
PAYROLL-MS CONTRIBUTIONS	INV0001916	12/08/2023	ICMA 457 \$	01-2322	DFT0007963	1,078.47
PAYROLL-MS CONTRIBUTIONS	INV0001916	12/08/2023	ICMA LOAN PAYMENT	01-2324	DFT0007963	565.31
MOST-MISSOURI'S 529 SAVINGS PLAN	INV0001917	12/08/2023	MOST 529 COLLEGE SAVINGS...	01-2323	DFT0007964	920.00
VOYA	INV0001918	12/08/2023	VOYA 457 %	01-2321	DFT0007965	1,579.99
DEPARTMENT OF TREASURY	INV0001919	12/08/2023	SOCIAL SECURITY	01-2102	DFT0007966	42,966.72
DEPARTMENT OF TREASURY	INV0001919	12/08/2023	MEDICARE	01-2103	DFT0007966	10,333.82
DEPARTMENT OF TREASURY	INV0001919	12/08/2023	FEDERAL WITHHOLDING	01-2104	DFT0007966	34,495.19
PAYROLL MISSOURI WITHHOLDING TAXES	INV0001920	12/08/2023	STATE WITHHOLDING	01-2105	DFT0007967	13,034.00
DEPARTMENT OF TREASURY	INV0001921	12/08/2023	SOCIAL SECURITY	01-2102	DFT0007997	29.92
DEPARTMENT OF TREASURY	INV0001921	12/08/2023	MEDICARE	01-2103	DFT0007997	7.00
FIDELITY SECURITY LIFE INSURANCE COMPANY	166050209	12/13/2023	VISION DEC 23	01-2218	66884	991.98
FIDELITY SECURITY LIFE INSURANCE COMPANY	166050209	12/13/2023	VISION DEC 23	01-2224	66884	8.05
FIDELITY SECURITY LIFE INSURANCE COMPANY	166050353	12/13/2023	COBRA VISION INS DEC 23	01-2224	66884	8.05
PCX CONSTRUCTION	BP45827 REFUND	12/13/2023	BLDG PERMIT 45827 CANCEL...	01-4420	66908	500.00
MISSOURI DEPARTMENT OF REVENUE	CVC NOV 23	12/13/2023	CRIME VICTIMS COMPENSAT...	01-2413	66901	7.50
MISSOURI DEPARTMENT OF REVENUE	CVC NOV 23	12/13/2023	MISC POLICE FUND REVENUE...	01-4604	66901	-0.37
MISSOURI DEPARTMENT OF REVENUE	POST NOV 23	12/13/2023	POST COMMISSION FUND N...	01-2412	66902	1.00
DEPARTMENT OF TREASURY	INV0001923	12/15/2023	SOCIAL SECURITY	01-2102	DFT0008005	1,604.24
DEPARTMENT OF TREASURY	INV0001923	12/15/2023	MEDICARE	01-2103	DFT0008005	379.06
DAVID HUTCHINS	FY24 REIMBURSEMENT	12/20/2023	REIMBURSE KEY AND LABOR	01-2410	66936	576.85

Council Report of invoices Paid Listing

Payment Dates: 12/7/2023 - 1/3/2024

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
WASHINGTON NATIONAL INS CO	P2382814	12/20/2023	WG00006955, 02413 (12/20...	01-2215	487	498.60
PAYROLL-MS CONTRIBUTIONS	INV0001925	12/22/2023	ICMA ROTH IRA %	01-2319	DFT0008043	104.05
FAMILY SUPPORT DIVSION- CHILD SUPPORT OFFICE	INV0001926	12/22/2023	CHILD SUPPORT	01-2113	DFT0008044	184.62
PAYROLL-MS CONTRIBUTIONS	INV0001927	12/22/2023	ER PENSION 10%	01-2312	DFT0008045	801.80
PAYROLL-MS CONTRIBUTIONS	INV0001927	12/22/2023	ICMA ROTH 457 \$	01-2318	DFT0008045	1,888.08
PAYROLL-MS CONTRIBUTIONS	INV0001927	12/22/2023	ICMA ROTH 457 %	01-2318	DFT0008045	3,125.67
PAYROLL-MS CONTRIBUTIONS	INV0001927	12/22/2023	ICMA ROTH IRA \$	01-2319	DFT0008045	494.62
PAYROLL-MS CONTRIBUTIONS	INV0001927	12/22/2023	ICMA 457 \$	01-2322	DFT0008045	1,078.25
PAYROLL-MS CONTRIBUTIONS	INV0001927	12/22/2023	ICMA 457 \$	01-2322	DFT0008045	6,413.72
PAYROLL-MS CONTRIBUTIONS	INV0001927	12/22/2023	ICMA 457 %	01-2322	DFT0008045	1,832.92
PAYROLL-MS CONTRIBUTIONS	INV0001927	12/22/2023	ICMA LOAN PAYMENT	01-2324	DFT0008045	565.31
MOST-MISSOURI'S 529 SAVINGS PLAN	INV0001928	12/22/2023	MOST 529 COLLEGE SAVINGS...	01-2323	DFT0008046	920.00
VOYA	INV0001929	12/22/2023	VOYA 457 %	01-2321	DFT0008047	1,479.99
DEPARTMENT OF TREASURY	INV0001930	12/22/2023	SOCIAL SECURITY	01-2102	DFT0008048	38,716.90
DEPARTMENT OF TREASURY	INV0001930	12/22/2023	MEDICARE	01-2103	DFT0008048	9,369.00
DEPARTMENT OF TREASURY	INV0001930	12/22/2023	FEDERAL WITHHOLDING	01-2104	DFT0008048	29,364.46
PAYROLL MISSOURI WITHHOLDING TAXES	INV0001931	12/22/2023	STATE WITHHOLDING	01-2105	DFT0008049	11,664.00
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	6 PACK WINDEX WIPES	01-2410	DFT0008050	32.94
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	20 BUS PASSES	01-2410	DFT0008050	22.00
LAGERS	9103 DEC 23	12/27/2023	LAGERS DEC 2023	01-2317	DFT0008078	132,182.68
QUADIENT FINANCE USA INC	PPLN01-12/15/23	12/27/2023	PREPAID POSTAGE	01-1652	66959	3,000.00
DEPARTMENT OF TREASURY	INV0001932	12/29/2023	SOCIAL SECURITY	01-2102	DFT0008065	505.30
DEPARTMENT OF TREASURY	INV0001932	12/29/2023	MEDICARE	01-2103	DFT0008065	118.18
DEPARTMENT OF TREASURY	INV0001932	12/29/2023	FEDERAL WITHHOLDING	01-2104	DFT0008065	100.00
PAYROLL MISSOURI WITHHOLDING TAXES	INV0001933	12/29/2023	STATE WITHHOLDING	01-2105	DFT0008066	100.00
ST LOUIS AREA HEALTH INSURANCE TRUST-MEDICAL	0124	01/03/2024	GROUP HEALTH JAN 24	01-2211	66981	114,605.96
ST LOUIS AREA HEALTH INSURANCE TRUST-MEDICAL	0124	01/03/2024	GROUP HEALTH JAN 24	01-2225	66981	3,339.04
EQUITABLE FINANCIAL LIFE INSURANCE COMPANY	1501593	01/03/2024	DENTAL JAN 24	01-2213	66966	5,702.94
EQUITABLE FINANCIAL LIFE INSURANCE COMPANY	1501593	01/03/2024	DENTAL JAN 24	01-2226	66966	152.71
FIDELITY SECURITY LIFE INSURANCE COMPANY	166093987	01/03/2024	COBRA VISION INS JAN 24	01-2224	66968	8.05
FIDELITY SECURITY LIFE INSURANCE COMPANY	166094454	01/03/2024	VISION JAN 24	01-2218	66968	1,006.19

Council Report of invoices Paid Listing

Payment Dates: 12/7/2023 - 1/3/2024

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
FIDELITY SECURITY LIFE INSURANCE COMPANY	166094454	01/03/2024	VISION RETIREE SZYDLOWSKI...	01-2224	66968	8.05
GREGORY FX DALY COLLECTOR OF REVENUE	2023 Q4 EARNINGS	01/03/2024	2023 4TH QUARTER EARNIN...	01-2101	66970	413.94
AMERICAN UNITED LIFE INSURANCE COMPANY	619325-01/01/24	01/03/2024	VOL AD&D JAN 24	01-2216	66963	68.60
						494,432.90
						494,432.90

Department: 11 - LEGISLATIVE SERVICES
Division: 12 - MAYOR AND CITY COUNCIL

MISSOURI MUNICIPAL LEAGUE	2024 DUES	12/13/2023	2024 MML MUNICIPAL MEM...	01-11-12-6262	66903	2,873.42
ST LOUIS AREA INSURANCE TRUST	2507	12/13/2023	FY24 WORK COMP LIABILITY	01-11-12-5243	66917	55.68
DRC FOODWORKS INC	E28329 BEVERAGES	12/20/2023	MAYOR APPRECIATION EVEN...	01-11-12-7315	474	1,782.00
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	Council Dinner 11.27.23- Add...	01-11-12-6264	DFT0008050	689.36
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	Council Dinner 11.13.23	01-11-12-6264	DFT0008050	269.85
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	Agenda Review	01-11-12-6264	DFT0008050	20.38
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	Council Dinner 11.13.23	01-11-12-6264	DFT0008050	34.97
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	Food for V Park Jury Meeting	01-11-12-6264	DFT0008050	34.95
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	Donuts- Coffee with the May...	01-11-12-6264	DFT0008050	33.57
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	Agenda Review	01-11-12-6264	DFT0008050	22.77
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	Food for V Park Jury Meeting	01-11-12-6264	DFT0008050	31.11
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	Council Dinner 11.13.23	01-11-12-6264	DFT0008050	11.87
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	Decorations- Annual Appreci...	01-11-12-7315	DFT0008050	32.92
Division 12 - MAYOR AND CITY COUNCIL Total:						5,892.85

Division: 13 - CITY CLERK

ST LOUIS AREA INSURANCE TRUST	2507	12/13/2023	FY24 WORK COMP LIABILITY	01-11-13-5243	66917	84.75
MISSOURI CCFO ASSOCIATION JAN 24 LUNCH EASTERN DIVISION		01/03/2024	MEMBERSHIP LUNCH ON 1/...	01-11-13-6264	66975	20.00
Division 13 - CITY CLERK Total:						104.75
Department 11 - LEGISLATIVE SERVICES Total:						5,997.60

Council Report of invoices Paid Listing

Payment Dates: 12/7/2023 - 1/3/2024

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
Department: 12 - ADMINISTRATION						
Division: 10 - LEGAL						
CURTIS HEINZ GARRETT AND OKEEFE PC	178320-178324	12/13/2023	MUNICIPAL PROSECUTION N...	01-12-10-6201	463	2,327.50
CURTIS HEINZ GARRETT AND OKEEFE PC	178320-178324	12/13/2023	PROSECUTING ATTORNEY AS...	01-12-10-6201	463	997.50
CURTIS HEINZ GARRETT AND OKEEFE PC	178320-178324	12/13/2023	MUNICIPAL PROSECUTION R...	01-12-10-6201	463	2,500.00
CURTIS HEINZ GARRETT AND OKEEFE PC	178320-178324	12/13/2023	CA RETAINER MEETINGS AND...	01-12-10-6201	463	5,000.00
CURTIS HEINZ GARRETT AND OKEEFE PC	178320-178324	12/13/2023	CA NON-RETAINER GENERAL	01-12-10-6201	463	3,160.50
Division 10 - LEGAL Total:						13,985.50
Division: 11 - ADMINISTRATIVE						
ST LOUIS AREA INSURANCE TRUST	2507	12/13/2023	FY24 WORK COMP LIABILITY	01-12-11-5243	66917	495.22
RICHARD DECOLLO	7048	12/13/2023	Newsletter handling - DEC 23	01-12-11-6203	66912	279.55
ASI	A000178623KDHQH	12/13/2023	HRA & FSA ADMIN FEES NOV...	01-12-11-6203	461	448.00
PREFERRED RESOURCE NETWORK, INC.	13375	12/20/2023	EMPLOYEE ASISTANCE PROG...	01-12-11-6203	482	948.30
MERCY CORPORATE HEALTH	696979	12/20/2023	PRE-EMPLOYMENT SCREENI...	01-12-11-6271	66942	110.50
PAYLOCITY CORPORATION	INV1751870	12/20/2023	COBRA ADMINISTRATION	01-12-11-6203	66946	46.95
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	Monthly Credit Report	01-12-11-6202	DFT0008050	116.13
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	Pre-Employment/Annual CDL...	01-12-11-6202	DFT0008050	25.00
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	Pre-Employment Background...	01-12-11-6202	DFT0008050	15.55
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	Pre Employment/Annual CDL...	01-12-11-6202	DFT0008050	1.25
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	Business e-newsletter subscr...	01-12-11-6262	DFT0008050	76.00
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	Wall Street Journal Subscript...	01-12-11-6262	DFT0008050	4.00
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	Chamber Membership Lunch...	01-12-11-6264	DFT0008050	26.00
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	MCMA Winter Conf - Stott_P...	01-12-11-6265	DFT0008050	200.00
T MOBILE USA	971998911-20231221	01/03/2024	CITY PHONES ADMIN 11/21/...	01-12-11-6253	66984	49.50
Division 11 - ADMINISTRATIVE Total:						2,841.95
Division: 14 - MUNICIPAL COURT						
RICOH USA, INC	107725519	12/13/2023	COURT COPIER LEASE 10/13/...	01-12-14-6213	66914	192.63
RICOH USA, INC	107818167	12/13/2023	COURT COPIER LEASE 11/18/...	01-12-14-6213	66913	36.34
ST LOUIS AREA INSURANCE TRUST	2507	12/13/2023	FY24 WORK COMP LIABILITY	01-12-14-5243	66917	167.54

Council Report of invoices Paid Listing

Payment Dates: 12/7/2023 - 1/3/2024

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
RICOH USA, INC	107808570	12/20/2023	COURT COPIER LEASE 11/13/...	01-12-14-6213	66950	192.63
T MOBILE USA	971998911-20231221	01/03/2024	CITY PHONES COURT 11/21/...	01-12-14-6253	66984	24.75
Division 14 - MUNICIPAL COURT Total:						613.89
Department 12 - ADMINISTRATION Total:						17,441.34

Department: 13 - FINANCE

Division: 11 - ADMINISTRATIVE						
PAYROLL MISSOURI WITHHOLDING TAXES	INV0001920	12/08/2023	STATE WITHHOLDING	01-13-11-6202	DFT0007967	0.50
ST LOUIS AREA INSURANCE TRUST	2507	12/13/2023	FY24 WORK COMP LIABILITY	01-13-11-5243	66917	342.96
PAYROLL MISSOURI WITHHOLDING TAXES	INV0001931	12/22/2023	STATE WITHHOLDING	01-13-11-6202	DFT0008049	0.50
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	GFOA FALL SEMINAR HOTEL -...	01-13-11-6265	DFT0008050	102.90
PAYROLL MISSOURI WITHHOLDING TAXES	INV0001933	12/29/2023	STATE WITHHOLDING	01-13-11-6202	DFT0008066	0.50
T MOBILE USA	971998911-20231221	01/03/2024	CITY PHONES FIN 11/21/23-1...	01-13-11-6253	66984	24.75
GFOA OF MISSOURI	JAN 24 LUNCH	01/03/2024	GFOA LUNCHEON 1/10/24 O...	01-13-11-6264	66969	45.00
Division 11 - ADMINISTRATIVE Total:						517.11

Division: 15 - INTERDEPARTMENTAL						
ST LOUIS AREA INSURANCE TRUST	2507	12/13/2023	FY24 GENERAL POLICE AUTO ...	01-13-15-6220	66917	52,545.00
ODP BUSINESS SOLUTIONS LLC	336984554001	12/13/2023	EXPANDING FILE FOLDERS W...	01-13-15-7312	66907	264.17
ODP BUSINESS SOLUTIONS LLC	336984554002	12/13/2023	TONER	01-13-15-7312	66907	490.99
ODP BUSINESS SOLUTIONS LLC	337180516001	12/13/2023	EXPANDING FILE FOLDERS	01-13-15-7312	66907	22.39
ODP BUSINESS SOLUTIONS LLC	337180541001	12/13/2023	DRY ERASE BOARD	01-13-15-7312	66907	54.99
ODP BUSINESS SOLUTIONS LLC	337180544001	12/13/2023	TONER	01-13-15-7312	66907	87.70
ODP BUSINESS SOLUTIONS LLC	344500860001	12/13/2023	INK REFILL	01-13-15-7312	66907	13.98
ODP BUSINESS SOLUTIONS LLC	344500861001	12/13/2023	AA BATTERIES STAPLER TAPE...	01-13-15-7312	66907	308.38
ODP BUSINESS SOLUTIONS LLC	344500861002	12/13/2023	TONER	01-13-15-7312	66907	377.99
QUADIENT LEASING USA INC	Q1082200	12/13/2023	METER RENTAL 9/29/23-12/...	01-13-15-6266	66910	202.50
CHARTER COMMUNICATIONS	173940501120123	12/20/2023	PD PRI FIBER DEC 23	01-13-15-6253	66930	1,536.82
CHARTER COMMUNICATIONS	173941901120123	12/20/2023	PW GARAGE LAN INTERNET ...	01-13-15-6255	66929	326.82
CHARTER COMMUNICATIONS	173957701120123	12/20/2023	ANALOG & PW GARAGE CO...	01-13-15-6253	66934	511.38
CHARTER COMMUNICATIONS	173957901120123	12/20/2023	CITY HALL TV WIFI DEC 23	01-13-15-6253	66931	211.58
KONICA MINOLTA BUSINESS SOLUTIONS	290696745	12/20/2023	ADMIN COPIER MAINTENAN...	01-13-15-6213	66941	67.10

Council Report of invoices Paid Listing

Payment Dates: 12/7/2023 - 1/3/2024

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
GABRIEL, ROEDER, SMITH & COMPANY	483121	12/20/2023	FINAL FOLLOW UP ACTUARIA...	01-13-15-6203	476	920.00
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	Emp Wellness - Thanksgiving...	01-13-15-6272	DFT0008050	35.97
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	Wellness - Thanksgiving pies	01-13-15-6272	DFT0008050	37.97
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	Wellness - Winner of Chili Co...	01-13-15-6272	DFT0008050	50.00
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	Emp Wellness - Thanksgiving...	01-13-15-6272	DFT0008050	319.98
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	Emp Wellness - Thanksgiving...	01-13-15-6272	DFT0008050	137.85
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	Emp Wellness - Court Refrige...	01-13-15-6272	DFT0008050	289.97
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	Emp Wellness - Thanksgiving...	01-13-15-6272	DFT0008050	-17.92
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	EMPLOYEE RECOGNITION L...	01-13-15-6272	DFT0008050	189.35
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	Wellness - Training Office Pol...	01-13-15-6272	DFT0008050	124.27
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	Emp Wellness - Thanksgiving...	01-13-15-6272	DFT0008050	26.98
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	Wellness - Thanksgiving	01-13-15-6272	DFT0008050	22.50
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	Wellness - Training Office Pol...	01-13-15-6272	DFT0008050	90.00
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	2 12 PACK SHARPIES	01-13-15-7312	DFT0008050	16.94
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	TONER	01-13-15-7312	DFT0008050	121.23
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	Emp Wellness - [See note for ...	01-13-15-7317	DFT0008050	87.35
ODP BUSINESS SOLUTIONS LLC	342320027001	12/27/2023	VELCRO TAPE	01-13-15-7312	66958	19.99
ODP BUSINESS SOLUTIONS LLC	344293654001	12/27/2023	2024 CALENDARS AND PLAN...	01-13-15-7312	66958	604.67
ODP BUSINESS SOLUTIONS LLC	344293658001	12/27/2023	2024 PLANNER	01-13-15-7312	66958	21.59
ODP BUSINESS SOLUTIONS LLC	344293671001	12/27/2023	2024 CALENDAR	01-13-15-7312	66958	24.99
ODP BUSINESS SOLUTIONS LLC	344293680001	12/27/2023	2024 CALENDAR	01-13-15-7312	66958	15.99
ODP BUSINESS SOLUTIONS LLC	344293682001	12/27/2023	2024 PLANNER	01-13-15-7312	66958	19.99
ODP BUSINESS SOLUTIONS LLC	344295592001	12/27/2023	TAPE STICKY NOTES	01-13-15-7312	66958	55.97

Council Report of invoices Paid Listing

Payment Dates: 12/7/2023 - 1/3/2024

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
ODP BUSINESS SOLUTIONS LLC	345176228001	12/27/2023	TONER	01-13-15-7312	66958	87.04
ODP BUSINESS SOLUTIONS LLC	346121979001	12/27/2023	MEMO PADS PENS 2024 PLA...	01-13-15-7312	66958	186.75
ODP BUSINESS SOLUTIONS LLC	346125911001	12/27/2023	RUBBER BANDS	01-13-15-7312	66958	11.43
ST LOUIS AREA HEALTH INSURANCE TRUST-MEDICAL	0124	01/03/2024	GROUP HEALTH JAN 24	01-13-15-5230	66981	13,081.84
WEST CENTRAL DISPATCH CENTER	24-5	01/03/2024	2ND QTR REJIS AND FIBER FE...	01-13-15-6213	66987	745.00
WEST CENTRAL DISPATCH CENTER	24-5	01/03/2024	2ND QTR CHARTER INTERNET...	01-13-15-6253	66987	800.00
AT&T	314983-27050760-12/07/23	01/03/2024	MONITOR LINE ICE ARENA 12...	01-13-15-6253	66964	117.18
ST LOUIS AREA INSURANCE TRUST	SLA220346	01/03/2024	10/18/22 COHEN AUTO DED...	01-13-15-6220	66982	500.00
ST LOUIS AREA INSURANCE TRUST	SLA230280	01/03/2024	6/3/23 LAUER FENCE DEDUC...	01-13-15-6220	66982	500.00
Division 15 - INTERDEPARTMENTAL Total:						76,266.66
Division: 51 - MIS OPERATIONS						
ST LOUIS AREA INSURANCE TRUST	2507	12/13/2023	FY24 WORK COMP LIABILITY	01-13-51-5243	66917	94.12
WINNING TECHNOLOGIES, INC.	28605	12/13/2023	IT Management Consultants ...	01-13-51-6202	472	1,800.00
CHARTER COMMUNICATIONS	173957901120123	12/20/2023	CITY HALL TV WIFI DEC 23	01-13-51-6213	66931	97.98
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	ipad case hdmi cables	01-13-51-6213	DFT0008050	70.75
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	Net2 ID badge cards 2 - 10pa...	01-13-51-6213	DFT0008050	59.40
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	wireless hdmi tx/rx hdmi ad...	01-13-51-6213	DFT0008050	182.77
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	usb wifi adapter T3U Nano	01-13-51-6213	DFT0008050	18.80
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	Zoom subscription	01-13-51-7332	DFT0008050	129.94
T MOBILE USA	971998911-20231221	01/03/2024	CITY PHONES MIS 11/21/23-...	01-13-51-6253	66984	24.75
Division 51 - MIS OPERATIONS Total:						2,478.51
Department 13 - FINANCE Total:						79,262.28
Department: 14 - COMMUNITY SERVICES						
Division: 11 - ADMINISTRATIVE						
ST LOUIS AREA INSURANCE TRUST	2507	12/13/2023	FY24 WORK COMP LIABILITY	01-14-11-5243	66917	1,263.91
Division 11 - ADMINISTRATIVE Total:						1,263.91
Department 14 - COMMUNITY SERVICES Total:						1,263.91

Council Report of invoices Paid Listing

Payment Dates: 12/7/2023 - 1/3/2024

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
Department: 16 - MUNICIPAL FACILITIES MAINTENANCE						
Division: 11 - ADMINISTRATIVE						
AMERENUE	55031-62002-11/30/23	12/12/2023	ELECTRIC CITY HALL OCT-NOV..01-16-11-6250		DFT0008063	3,875.60
MISSOURI AMERICAN WATER CO	1017-210013915103-11/30/...	12/13/2023	300 N NEW BALLAS RD DOM ...01-16-11-6254		66897	164.25
HOME DEPOT CREDIT SERVICES	1526140	12/13/2023	CLEANING SUPPLIES PLIERS ...	01-16-11-6212	66885	113.56
UNIFIRST CORPORATION	1880088153	12/13/2023	MAINTENANCE UNIFORMS	01-16-11-7308	471	7.69
UNIFIRST CORPORATION	1880089266	12/13/2023	MAINTENANCE UNIFORMS	01-16-11-7308	471	7.69
ST LOUIS AREA INSURANCE TRUST	2507	12/13/2023	FY24 WORK COMP LIABILITY	01-16-11-5243	66917	2,460.80
HOME DEPOT CREDIT SERVICES	2623055	12/13/2023	PIPE FITTINGS	01-16-11-6212	66885	104.47
HOME DEPOT CREDIT SERVICES	2623055	12/13/2023	HOLE SAW	01-16-11-7302	66885	44.97
HOME DEPOT CREDIT SERVICES	4624246	12/13/2023	COPPER WIRE ELECTRICAL S...	01-16-11-6212	66885	353.23
HOME DEPOT CREDIT SERVICES	4624246	12/13/2023	SALES TAX	01-16-11-6212	66885	-34.23
HOME DEPOT CREDIT SERVICES	4624246	12/13/2023	COPPER WIRE ELECTRICAL S...	01-16-11-7302	66885	61.85
HOME DEPOT CREDIT SERVICES	6621657	12/13/2023	CARPET CLEANER EXTENSION...	01-16-11-6212	66885	34.15
HOME DEPOT CREDIT SERVICES	8620933	12/13/2023	STUD SOLVER WINDEX DOOR...	01-16-11-6212	66885	71.81
WALTER KNOLL FLORIST	INV14625	12/13/2023	PLANT MAINTENANCE JAN 24	01-16-11-6212	66924	80.00
UNIFIRST CORPORATION	1880090613	12/20/2023	SHIRTS FOR J BARGE AND P B...	01-16-11-7308	485	9.44
WIEGMANN ASSOCIATES	80365	12/20/2023	CITY ADMIN HEAT PUMP W...	01-16-11-6211	488	3,261.27
NEW SYSTEM LLC	101808	12/27/2023	CLEANING MISC SUPPLIES T...	01-16-11-6212	497	1,131.70
SPIRE	5003001000-12/13/23	12/27/2023	300 N NEW BALLAS CITY HALL...	01-16-11-6252	DFT0008064	972.92
T MOBILE USA	971998911-20231221	01/03/2024	CITY PHONES BLDG MAINT 1...	01-16-11-6253	66984	24.75
Division 11 - ADMINISTRATIVE Total:						12,745.92
Department 16 - MUNICIPAL FACILITIES MAINTENANCE Total:						12,745.92
Department: 21 - POLICE						
Division: 11 - ADMINISTRATIVE						
MISSOURI POLICE CHIEFS ASSOCIATION	17127	12/13/2023	2024 ANNUAL CHIEFS CONF...	01-21-11-6265	66906	375.00
ST LOUIS AREA INSURANCE TRUST	2507	12/13/2023	FY24 WORK COMP LIABILITY	01-21-11-5243	66917	14,019.28
ST LOUIS PRINT GROUP LLC	82303312	12/13/2023	1000 CCPD WHITE ENVELOP...	01-21-11-7304	66919	261.63
MISSOURI PEACE OFFICERS ASSOCIATION	MPOA23	12/13/2023	4 2024 RENEWAL FEES	01-21-11-6262	66905	140.00
UNIFIRST CORPORATION	1880090613	12/20/2023	SHIRTS FOR J BARGE AND P B...	01-21-11-7308	485	5.94
MERCY CORPORATE HEALTH	697043	12/20/2023	PRE-EMPLOYMENT SCREENI...	01-21-11-6271	66942	716.75

Council Report of invoices Paid Listing

Payment Dates: 12/7/2023 - 1/3/2024

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
VERIZON WIRELESS SERVICES LLC	9950968676	12/20/2023	TABLETS AND AIRCARDS PD ...	01-21-11-6253	66953	280.07
FLORISSANT PSYCHOLOGICAL SERVICES INC	HILCOR86	12/20/2023	PRE-EMPLOYMENT SCREENI...	01-21-11-6203	66937	450.00
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	ACTIVE MEMBERSHIP DUES -...	01-21-11-6262	DFT0008050	190.00
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	ACTIVE MEMBERSHIP DUES- ...	01-21-11-6262	DFT0008050	190.00
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	ACTIVE MEMBERSHIP DUES -...	01-21-11-6262	DFT0008050	190.00
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	ACTIVE MEMBERSHIP DUES -...	01-21-11-6262	DFT0008050	190.00
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	3 FBINAA MONTHLY MEETIN...	01-21-11-6264	DFT0008050	45.00
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	LEO MEETING FEES	01-21-11-6264	DFT0008050	60.00
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	3 FBINAA MONTHLY MEETIN...	01-21-11-6264	DFT0008050	45.00
WEST CENTRAL DISPATCH CENTER	24-5	01/03/2024	2ND QTR UTILIZATION FEE O...	01-21-11-6202	66987	117,239.10
WEST CENTRAL DISPATCH CENTER	24-5	01/03/2024	2ND QTR BASE FEE OCT1-DE...	01-21-11-6202	66987	26,240.00
T MOBILE USA	971998911-20231221	01/03/2024	CITY PHONES POLICE 11/21/...	01-21-11-6253	66984	54.50
T MOBILE USA	972253619-20231221	01/03/2024	PD PHONES AND TABLETS PD...	01-21-11-6253	66985	35.68
Division 11 - ADMINISTRATIVE Total:						160,727.95
Division: 21 - INVESTIGATION						
VALVOLINE LLC	224747	12/13/2023	OIL CHANGE FOR CAR 2414	01-21-21-6210	66923	39.98
ST LOUIS AREA INSURANCE TRUST	2507	12/13/2023	FY24 WORK COMP LIABILITY	01-21-21-5243	66917	14,964.38
TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS INC	5972751-202311-1	12/13/2023	BILLING 11/1/23-11/30/23	01-21-21-6202	66921	127.00
RCCEEG OF GREATER S...	0000010	12/20/2023	2024 SUBSCRIPTION FEE	01-21-21-6203	483	3,960.00
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	2 10 PACK 8 GB FLASH DRIVES	01-21-21-7304	DFT0008050	67.20
MAJOR CASE SQUAD OF GREATER ST LOUIS	CCPD2024	01/03/2024	(7) MAJOR CASE ANNUAL M...	01-21-21-6262	66971	525.00
T MOBILE USA	972253619-20231221	01/03/2024	PD PHONES AND TABLETS PD ..	01-21-21-6253	66985	47.75
T MOBILE USA	972253619-20231221	01/03/2024	PD PHONES AND TABLETS PD ..	01-21-21-6253	66985	-19.76
Division 21 - INVESTIGATION Total:						19,711.55
Division: 22 - PATROL						
VALVOLINE LLC	224332	12/13/2023	OIL CHANGE FOR CAR 2405	01-21-22-6210	66923	39.98
VALVOLINE LLC	224406	12/13/2023	OIL CHANGE FOR CAR 2407	01-21-22-6210	66923	39.38
VALVOLINE LLC	224407	12/13/2023	OIL CHANGE FOR CAR 2411	01-21-22-6210	66923	39.98
VALVOLINE LLC	224744	12/13/2023	OIL CHANGE FOR CAR 2427	01-21-22-6210	66923	39.98

Council Report of invoices Paid Listing

Payment Dates: 12/7/2023 - 1/3/2024

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
ST LOUIS AREA INSURANCE TRUST	2507	12/13/2023	FY24 WORK COMP LIABILITY	01-21-22-5243	66917	81,403.59
HOME DEPOT CREDIT SERVICES	2911013	12/13/2023	NUT DRIVER	01-21-22-7302	66885	8.99
STARGATE KENNEL INC	34459	12/13/2023	BOARDING, EXERCISE AND F...	01-21-22-6203	469	164.00
SUNTRUP FORD INC	485525	12/13/2023	BRAKES FOR CAR 2419	01-21-22-6210	66920	338.45
SUNTRUP FORD INC	485547	12/13/2023	TRANSMISSION SENSOR FOR...	01-21-22-6210	66920	19.12
SUNTRUP FORD INC	485554	12/13/2023	BELT AND TENSIONER FOR C...	01-21-22-6210	66920	346.80
SUNTRUP FORD INC	485604	12/13/2023	WATERPUMP FOR CAR 2410	01-21-22-6210	66920	140.63
SUNTRUP FORD INC	485631	12/13/2023	TENSIONER FOR CAR 2410	01-21-22-6210	66920	49.44
WITMER PUBLIC SAFETY GROUP INC	INV370735	12/13/2023	5 3OZ CAN OF OC PEPPER SP...	01-21-22-7302	66925	89.48
VALVOLINE LLC	225141	12/20/2023	OIL CHANGE FOR CAR 2403	01-21-22-6210	66952	39.38
UNMANNED VEHICLE TECHNOLOGIES LLC	INV/2023/001898	12/20/2023	DJI MINI PROPELLER GUARD ...	01-21-22-7302	486	307.00
UNMANNED VEHICLE TECHNOLOGIES LLC	INV/2023/001899	12/20/2023	DJI MAVIC 2 ENTERPRISE SER...	01-21-22-7302	486	140.92
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	REGISTER 2 DURANGOS -TRA...	01-21-22-6202	DFT0008050	29.83
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	UNLIMITED CAR WASHES FO...	01-21-22-6210	DFT0008050	18.99
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	UNLIMITED CAR WASHES FO...	01-21-22-6210	DFT0008050	455.76
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	UNLIMITED CAR WASHES FO...	01-21-22-6210	DFT0008050	18.99
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	CPR TRAINING VALVES	01-21-22-6271	DFT0008050	79.98
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	SCANNER TOOL FOR SGTS C...	01-21-22-7302	DFT0008050	20.00
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	5 RADIO EAR PIECES	01-21-22-7302	DFT0008050	55.05
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	4 WALKIE TALKIE MICS	01-21-22-7302	DFT0008050	599.92
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	XL SEARCH GLOVES	01-21-22-7302	DFT0008050	48.50
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	20 CR2032 BLUETOOTH BAT...	01-21-22-7302	DFT0008050	15.70
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	4 LOCKER LOCKS	01-21-22-7304	DFT0008050	21.98
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	3 PAIR EAR MUFFS	01-21-22-7313	DFT0008050	55.17
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	4 GUN SAFES	01-21-22-9503	DFT0008050	239.96
LAGERS	9103 DEC 23	12/27/2023	LAGERS DEC 2023 -ROUNDI...	01-21-22-5241	DFT0008078	-0.47
VALVOLINE LLC	225950	01/03/2024	OIL CHANGE FOR CAR 2410	01-21-22-6210	66986	39.98
SUNTRUP FORD INC	485526	01/03/2024	SEATBELT REPLACEMENT FOR..	01-21-22-6210	66983	187.13

Council Report of invoices Paid Listing

Payment Dates: 12/7/2023 - 1/3/2024

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
T MOBILE USA	972253619-20231221	01/03/2024	PD PHONES AND TABLETS PD...	01-21-22-6253	66985	18.24
EVERBRIDGE INC	M79519	01/03/2024	NIXLE ANNUAL SUBSCRIPTIO...	01-21-22-6202	66967	6,000.00
						Division 22 - PATROL Total: 91,111.83
						Department 21 - POLICE Total: 271,551.33
Department: 31 - PUBLIC WORKS						
Division: 11 - ADMINISTRATIVE						
ST LOUIS AREA INSURANCE TRUST	2507	12/13/2023	FY24 WORK COMP LIABILITY	01-31-11-5243	66917	2,020.28
US BANK EQUIPMENT FINANCE	516488475	12/13/2023	COPIER LEASE & MAINTENA...	01-31-11-6213	66922	224.51
DREXEL TECHNOLOGIES INC	INV120997	12/13/2023	COPIER LEASE/MAINTENANC...	01-31-11-6213	464	71.63
IMS INFRASTRUCTURE MANAGEMENT SERVICES LP	50631-1	12/27/2023	NO PO REIMBURSABLE PL EX...	01-31-11-6203	494	5,950.00
DREXEL TECHNOLOGIES INC	INV121437	12/27/2023	NO PROJECT YET ADVERTIS F...	01-31-11-6203	493	80.50
T MOBILE USA	971998911-20231221	01/03/2024	CITY PHONES PW ADMIN 11/...	01-31-11-6253	66984	148.50
						Division 11 - ADMINISTRATIVE Total: 8,495.42
Division: 41 - STREET MAINTENANCE						
AMERENUE	55031-62002-11/30/23	12/12/2023	ELECTRIC STREET DEPT OCT-...	01-31-41-6250	DFT0008063	1,114.35
AMERENUE	55031-62002-11/30/23	12/12/2023	ELECTRIC STREET LIGHTING ...	01-31-41-6251	DFT0008063	10,483.33
MIDWESTERN SAFETY EQUIPMENT COMPANY, INC	034117	12/13/2023	RETURN CREDIT FROM INVO...	01-31-41-7308	66892	-99.00
MIDWESTERN SAFETY EQUIPMENT COMPANY, INC	034321	12/13/2023	VESTS SHORTS SHARP CONTA...	01-31-41-7308	66892	63.00
MIDWESTERN SAFETY EQUIPMENT COMPANY, INC	035593	12/13/2023	SAFETY SHIRTS	01-31-41-7308	66892	198.00
HUMAN RESOURCE STAFFING	1001076056	12/13/2023	PW TEMPORARY EMPLOYEE...	01-31-41-6207	465	2,676.96
MISSOURI AMERICAN WATER CO	1017-210041135520-11/20/...	12/13/2023	198 N NEW BALLAS RD IRRIG...	01-31-41-6254	66893	20.18
MISSOURI AMERICAN WATER CO	1017-210041135520-11/20/...	12/13/2023	160 N NEW BALLAS RD IRRIG...	01-31-41-6254	66893	20.18
MISSOURI AMERICAN WATER CO	1017-210041135520-11/20/...	12/13/2023	6 BEACON HILL LN IRRIG 10/...	01-31-41-6254	66893	14.99
MISSOURI AMERICAN WATER CO	1017-210041135520-11/20/...	12/13/2023	1030 N LINDBERGH BLVD 10...	01-31-41-6254	66893	20.18
MISSOURI AMERICAN WATER CO	1017-210041135520-11/20/...	12/13/2023	533 N NEW BALLAS RD IRRC...	01-31-41-6254	66893	20.18
MISSOURI AMERICAN WATER CO	1017-210041135520-11/20/...	12/13/2023	451 N NEW BALLAS RD IRR3...	01-31-41-6254	66893	20.18
MISSOURI AMERICAN WATER CO	1017-210041135520-11/20/...	12/13/2023	740 N NEW BALLAS RD IRR1S...	01-31-41-6254	66893	20.18
MISSOURI AMERICAN WATER CO	1017-210041137908-11/30/...	12/13/2023	996 E RUE DE LA BANQU 9/2...	01-31-41-6254	66894	187.69
MISSOURI AMERICAN WATER CO	1017-210041137908-11/30/...	12/13/2023	11702 OLIVE BLVD IRRIG 9/2...	01-31-41-6254	66894	196.07

Council Report of invoices Paid Listing

Payment Dates: 12/7/2023 - 1/3/2024

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
MISSOURI AMERICAN WATER CO	1017-210041137908-11/30/...	12/13/2023	12015 OLIVE BLVD IRRIG 9/2...	01-31-41-6254	66894	2,159.74
MISSOURI AMERICAN WATER CO	1017-210041137908-11/30/...	12/13/2023	145 S NEW BALLAS RD IRRIG ...	01-31-41-6254	66894	91.49
MISSOURI AMERICAN WATER CO	1017-210041137908-11/30/...	12/13/2023	309 S NEW BALLAS RD IRRIG ...	01-31-41-6254	66894	40.36
MISSOURI AMERICAN WATER CO	1017-210041137908-11/30/...	12/13/2023	12536 OLIVE BLVD IRRIG 9/2...	01-31-41-6254	66894	374.18
MISSOURI AMERICAN WATER CO	1017-210041137908-11/30/...	12/13/2023	201 N NEW BALLAS RD IRRIG...	01-31-41-6254	66894	101.55
MISSOURI AMERICAN WATER CO	1017-210041137908-11/30/...	12/13/2023	12301 CONWAY RD IRRIG 9/...	01-31-41-6254	66894	109.09
MISSOURI AMERICAN WATER CO	1017-210041137908-11/30/...	12/13/2023	241 S NEW BALLAS RD IRRIG ...	01-31-41-6254	66894	143.45
MISSOURI AMERICAN WATER CO	1017-210041137908-11/30/...	12/13/2023	12136 OLIVE BLVD IRRIG 9/2...	01-31-41-6254	66894	1,515.22
MISSOURI AMERICAN WATER CO	1017-210041137908-11/30/...	12/13/2023	1000 BARNES WEST DR FRF...	01-31-41-6254	66894	236.26
MISSOURI AMERICAN WATER CO	1017-210041240477-12/06/...	12/13/2023	631 S NEW BALLAS RD IRRIG ...	01-31-41-6254	66896	20.18
MISSOURI AMERICAN WATER CO	1017-210041240477-12/06/...	12/13/2023	298 N NEW BALLAS RD 10/24...	01-31-41-6254	66896	20.18
MISSOURI AMERICAN WATER CO	1017-210041240477-12/06/...	12/13/2023	333 S NEW BALLAS RD IRRIG ...	01-31-41-6254	66896	14.99
MISSOURI AMERICAN WATER CO	1017-210041240477-12/06/...	12/13/2023	599 S NEW BALLAS RD IRRIG ...	01-31-41-6254	66896	20.18
COMPASS MINERALS AMERICA INC.	1243358	12/13/2023	Co-Op Salt Purchase	01-31-41-7310	462	20,747.74
COMPASS MINERALS AMERICA INC.	1244209	12/13/2023	Co-Op Salt Purchase	01-31-41-7310	462	18,407.79
COMPASS MINERALS AMERICA INC.	1244890	12/13/2023	Co-Op Salt Purchase	01-31-41-7310	462	3,455.30
UNIFIRST CORPORATION	1880086923	12/13/2023	PW UNIFORMS	01-31-41-7308	471	66.80
UNIFIRST CORPORATION	1880088159	12/13/2023	PW UNIFORMS	01-31-41-7308	471	66.80
ST LOUIS AREA INSURANCE TRUST	2507	12/13/2023	FY24 WORK COMP LIABILITY	01-31-41-5243	66917	23,638.78
HOME DEPOT CREDIT SERVICES	3510883	12/13/2023	TIE DOWN RATCHET STRAPS ...	01-31-41-6210	66885	29.91
HOME DEPOT CREDIT SERVICES	510014	12/13/2023	GREASE GUN COMBO WREN...	01-31-41-7302	66885	91.07
HOME DEPOT CREDIT SERVICES	7030384	12/13/2023	50PC HEX BOLTS	01-31-41-7311	66885	19.80
AMERENUE	5439133005-10/25/23+11/0...	12/14/2023	10600 OLIVE BLVD 11/02/23...	01-31-41-6251	DFT0008109	52.20
AMERENUE	5439133005-10/25/23+11/0...	12/14/2023	10600 OLIVE BLVD 10/06/23...	01-31-41-6251	DFT0008109	37.45
AMERENUE	5439133005-10/25/23+11/0...	12/14/2023	10600 OLIVE BLVD STREET SI...	01-31-41-6251	DFT0008109	806.41
HUMAN RESOURCE STAFFING	1001076120	12/20/2023	PW TEMPORARY EMPLOYEE...	01-31-41-6207	477	2,342.34

Council Report of invoices Paid Listing

Payment Dates: 12/7/2023 - 1/3/2024

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
ABSTENENCIA GENTRY	1261-2000013445	12/20/2023	PW TEMPORARY EMPLOYEE...	01-31-41-6207	66926	347.76
ABSTENENCIA GENTRY	1261-2000013453	12/20/2023	PW TEMPORARY EMPLOYEE...	01-31-41-6207	66926	405.72
OREILLY AUTOMOTIVE STORES INC	1388-461071	12/20/2023	VAC FUEL FILTER	01-31-41-6211	481	23.78
CHARTER COMMUNICATIONS	173942001120123	12/20/2023	PW GARAGE TV WIFI DEC 23	01-31-41-6253	66935	123.96
UNIFIRST CORPORATION	1880090620	12/20/2023	UNIFORM SERVICE	01-31-41-7308	485	66.80
JOHNNY ON THE SPOT #347	0347-000263320	12/27/2023	12301 CONWAY"PRRE", 1030...	01-31-41-6266	66956	269.41
UNIFIRST CORPORATION	1880091875	12/27/2023	PW UNIFORMS	01-31-41-7308	500	69.10
HENDEL LAWNCARE INC	21010	12/27/2023	CONTRACTOR LEAF REMOVAL	01-31-41-6202	66955	11,177.60
HENDEL LAWNCARE INC	21147	12/27/2023	CONTRACTOR LEAF REMOVAL	01-31-41-6202	66955	23,763.25
HENDEL LAWNCARE INC	21157	12/27/2023	CONTRACTOR LEAF REMOVAL	01-31-41-6202	66955	19,092.15
RENTOKIL NORTH AMERICA INC	54856341	12/27/2023	PEST CONTROL MAINTENAN...	01-31-41-6212	66960	102.00
RENTOKIL NORTH AMERICA INC	55842534	12/27/2023	PEST CONTROL MAINTENAN...	01-31-41-6212	66960	56.00
SPIRE	7725111000-12/19/23	12/29/2023	996 RUE DE LA BANQUE 11/...	01-31-41-6252	DFT0008108	617.04
MISSOURI AMERICAN WATER CO	1017-210041240477-12/29/...	01/03/2024	333 S NEW BALLAS RD IRRIG ...	01-31-41-6254	66973	14.99
MISSOURI AMERICAN WATER CO	1017-210041240477-12/29/...	01/03/2024	298 N NEW BALLAS RD 11/21...	01-31-41-6254	66973	20.18
MISSOURI AMERICAN WATER CO	1017-210041240477-12/29/...	01/03/2024	599 S NEW BALLAS RD IRRIG ...	01-31-41-6254	66973	20.18
MISSOURI AMERICAN WATER CO	1017-210041240477-12/29/...	01/03/2024	631 S NEW BALLAS RD IRRIG ...	01-31-41-6254	66973	20.18
T MOBILE USA	971998911-20231221	01/03/2024	CITY PHONES STREETS 11/21...	01-31-41-6253	66984	123.75

Division 41 - STREET MAINTENANCE Total: 145,879.58

Division: 43 - PARKS MAINTENANCE

AMERENUE	55031-62002-11/30/23	12/12/2023	ELECTRIC PARKS DEPT OCT-...	01-31-43-6250	DFT0008063	1,207.34
MIDWESTERN SAFETY EQUIPMENT COMPANY, INC	034117	12/13/2023	RETURN CREDIT FROM INVO...	01-31-43-7308	66892	-33.00
MIDWESTERN SAFETY EQUIPMENT COMPANY, INC	034321	12/13/2023	VESTS SHORTS SHARP CONTA...	01-31-43-7308	66892	21.00
MIDWESTERN SAFETY EQUIPMENT COMPANY, INC	035593	12/13/2023	SAFETY SHIRTS	01-31-43-7308	66892	66.00
HUMAN RESOURCE STAFFING	1001076056	12/13/2023	PW TEMPORARY EMPLOYEE...	01-31-43-6207	465	892.32
MISSOURI AMERICAN WATER CO	1017-210013559299-11/27/...	12/13/2023	12301 CONWAY RD 10/26/23...	01-31-43-6254	66900	20.18
MISSOURI AMERICAN WATER CO	1017-210041135520-11/20/...	12/13/2023	902 MASON RD 10/20/23-11...	01-31-43-6224	66893	54.38
MISSOURI AMERICAN WATER CO	1017-210041137908-11/30/...	12/13/2023	12100 CONWAY RD PARK 9/...	01-31-43-6254	66894	103.88
MISSOURI AMERICAN WATER CO	1017-210041137908-11/30/...	12/13/2023	601 COEUR DE VILLE DR 9/26...	01-31-43-6254	66894	322.81
MISSOURI AMERICAN WATER CO	1017-210041240477-12/06/...	12/13/2023	11370 ST PAUL ST PARK 10/2...	01-31-43-6254	66896	50.26

Council Report of invoices Paid Listing

Payment Dates: 12/7/2023 - 1/3/2024

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
MISSOURI AMERICAN WATER CO	1017-210041240477-12/06/...	12/13/2023	10620 COUNTRY VIEW DR 10...	01-31-43-6254	66896	20.18
MISSOURI AMERICAN WATER CO	1017-210041240477-12/06/...	12/13/2023	203 TOWNSEND ST 10/26/23...	01-31-43-6254	66896	60.54
UNIFIRST CORPORATION	1880086923	12/13/2023	PW UNIFORMS	01-31-43-7308	471	22.26
UNIFIRST CORPORATION	1880088159	12/13/2023	PW UNIFORMS	01-31-43-7308	471	22.26
NELSON COUNTY LAND MAINTENANCE LLC	20717	12/13/2023	PARKS MAINTENANCE SERVI...	01-31-43-6212	467	4,073.00
ST LOUIS AREA INSURANCE TRUST	2507	12/13/2023	FY24 WORK COMP LIABILITY	01-31-43-5243	66917	6,103.22
HOME DEPOT CREDIT SERVICES	31339	12/13/2023	CONCRETE MIX	01-31-43-6212	66885	106.20
PHILIBERT SECURITY SYSTEMS INC	342598	12/13/2023	TAPPMeyer ALARM MONIT...	01-31-43-6224	66909	41.95
HOME DEPOT CREDIT SERVICES	3510883	12/13/2023	TIE DOWN RATCHET STRAPS ...	01-31-43-6210	66885	9.97
HOME DEPOT CREDIT SERVICES	4524118	12/13/2023	IRRIGATION PARTS U BOLTS ...	01-31-43-6212	66885	14.35
HOME DEPOT CREDIT SERVICES	5071001	12/13/2023	TAPPMeyer MAINTENANCE...	01-31-43-6224	66885	211.12
HUMAN RESOURCE STAFFING	1001076120	12/20/2023	PW TEMPORARY EMPLOYEE...	01-31-43-6207	477	780.78
ABSTENENCIA GENTRY	1261-2000013445	12/20/2023	PW TEMPORARY EMPLOYEE...	01-31-43-6207	66926	115.92
ABSTENENCIA GENTRY	1261-2000013453	12/20/2023	PW TEMPORARY EMPLOYEE...	01-31-43-6207	66926	135.24
OREILLY AUTOMOTIVE STORES INC	1388-461071	12/20/2023	VAC FUEL FILTER	01-31-43-6211	481	7.93
CHARTER COMMUNICATIONS	173942001120123	12/20/2023	PW GARAGE TV WIFI DEC 23	01-31-43-6253	66935	41.32
UNIFIRST CORPORATION	1880090620	12/20/2023	UNIFORM SERVICE	01-31-43-7308	485	22.26
JOHNNY ON THE SPOT #347	0347-000263320	12/27/2023	12301 CONWAY"PRRE", 1030...	01-31-43-6266	66956	269.41
UNIFIRST CORPORATION	1880091875	12/27/2023	PW UNIFORMS	01-31-43-7308	500	23.04
SLMD, INC.	242093	12/27/2023	MEMORIAL PLATES	01-31-43-6212	498	132.00
SPIRE	7725111000-12/19/23	12/29/2023	996 RUE DE LA BANQUE 11/...	01-31-43-6252	DFT0008108	617.05
MISSOURI AMERICAN WATER CO	1017-210013559299-12/27/...	01/03/2024	12301 CONWAY RD 11/23/23...	01-31-43-6254	66974	20.18
MISSOURI AMERICAN WATER CO	1017-210041240477-12/29/...	01/03/2024	11370 ST PAUL ST PARK 11/2...	01-31-43-6254	66973	52.78
MISSOURI AMERICAN WATER CO	1017-210041240477-12/29/...	01/03/2024	203 TOWNSEND ST 10/26/23...	01-31-43-6254	66973	-37.52
MISSOURI AMERICAN WATER CO	1017-210041240477-12/29/...	01/03/2024	10620 COUNTRY VIEW DR 11...	01-31-43-6254	66973	21.03
RENTOKIL NORTH AMERICA INC	54848876	01/03/2024	TAPPMeyer PEST CONTROL ...	01-31-43-6224	66977	65.00
T MOBILE USA	971998911-20231221	01/03/2024	CITY PHONES PARKS 11/21/2...	01-31-43-6253	66984	24.75
Division 43 - PARKS MAINTENANCE Total:						15,681.39
Department 31 - PUBLIC WORKS Total:						170,056.39

Council Report of invoices Paid Listing

Payment Dates: 12/7/2023 - 1/3/2024

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
Department: 32 - COMMUNIITY DEVELOPMENT						
Division: 11 - ADMINISTRATIVE						
ST LOUIS AREA INSURANCE TRUST	2507	12/13/2023	FY24 WORK COMP LIABILITY	01-32-11-5243	66917	249.83
MCLAUGHLIN COURT REPORTING SERVICES INC	112123-1	12/20/2023	P&Z PROJECT 23-032	01-32-11-6202	480	191.20
PGAV PLANNERS LLC	118264	12/20/2023	PROJECT OLIAE TASK ORDER ...	01-32-11-6204	66948	4,282.50
BRIDGE TOWER MEDIA	745659008	12/20/2023	PUBLIC NOTICE PLANNING Z...	01-32-11-6260	66928	46.41
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	TAX REFUND	01-32-11-6265	DFT0008050	-39.30
MCLAUGHLIN COURT REPORTING SERVICES INC	113023-1	12/27/2023	P&Z PROJECT BOA 23-07 7 S...	01-32-11-6202	495	160.00
MCLAUGHLIN COURT REPORTING SERVICES INC	120623-1	12/27/2023	P&Z PROJECT APP NOS 23-03...	01-32-11-6202	495	324.50
T MOBILE USA	971998911-20231221	01/03/2024	CITY PHONES PLNING 11/21/...	01-32-11-6253	66984	24.75
Division 11 - ADMINISTRATIVE Total:						5,239.89
Division: 61 - BUILDING DEPARTMENT						
ST LOUIS AREA INSURANCE TRUST	2507	12/13/2023	FY24 WORK COMP LIABILITY	01-32-61-5243	66917	16,092.29
MARBECK PRINTING LLC	214854	12/20/2023	AUTHORIZED SIGNS BLUE WH...	01-32-61-7304	479	81.58
VERIZON WIRELESS SERVICES LLC	9950968676	12/20/2023	TABLETS AND AIRCARDS BLD...	01-32-61-6253	66953	280.07
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	RESIDENTIAL MECHANICAL I...	01-32-61-6261	DFT0008050	230.00
MABOI	2024 MEMBERSHIP	12/27/2023	BUILDING 2024 MABOI MEM...	01-32-61-6262	66957	280.00
CHUCKS ACQUISITION CO LLC	23-3642	12/27/2023	APPAREL FOR R ZIELKE	01-32-61-7308	491	175.00
T MOBILE USA	971998911-20231221	01/03/2024	CITY PHONES BUILDING 11/2...	01-32-61-6253	66984	123.75
Division 61 - BUILDING DEPARTMENT Total:						17,262.69
Department 32 - COMMUNIITY DEVELOPMENT Total:						22,502.58
Fund 01 - GENERAL FUND Total:						1,075,254.25
Fund: 02 - CAPITAL IMPROVEMENT FUND						
Department: 61 - CIP						
Division: 71 - CIP						
TWO ALPHA CONTRACTING LLC	20231129.01	12/13/2023	DIELMANN RECREATION DRA...	02-61-71-9506	470	95,116.85
E MEIER CONTRACTING	23AMC-117	12/13/2023	SPOEDE RD FULL DEPTH PAV...	02-61-71-9510	66882	10,455.06
ST LOUIS AREA INSURANCE TRUST	2507	12/13/2023	FY24 WORK COMP LIABILITY	02-61-71-5243	66917	2,995.93
MISSOURI ONE CALL SYSTEM INC	3100149-RESUBMIT	12/13/2023	DEILMANN DRAINAGE LOCA...	02-61-71-9506	66904	6.75
KYLE'S LAWN AND LANDSCAPE SERVICES LLC	#2023019163	12/20/2023	Golf Course South Fence Rep...	02-61-71-9506	478	17,968.00

Council Report of invoices Paid Listing

Payment Dates: 12/7/2023 - 1/3/2024

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
B32 ENGINEERING GROUP INC	2649	12/20/2023	R-22 Switchover Rink Project	02-61-71-9506	66927	1,170.00

Division 71 - CIP Total: 127,712.59

Department 61 - CIP Total: 127,712.59

Fund 02 - CAPITAL IMPROVEMENT FUND Total: 127,712.59

Fund: 05 - PARKS & STORMWATER FUND

Department: 61 - CIP

Division: 71 - CIP

NELSON COUNTY LAND MAINTENANCE LLC	20791	12/13/2023	French Drain Install For 1217...	05-61-71-9509	467	9,000.00
ST LOUIS AREA INSURANCE TRUST	2507	12/13/2023	FY24 WORK COMP LIABILITY	05-61-71-5243	66917	2,740.69
IDEAL LANDSCAPE CONSTRUCTION INC	5	12/13/2023	MILLENNIUM PARK PHASE 1 ...	05-61-71-9506	66887	109,613.76
DREXEL TECHNOLOGIES INC	INV120474	12/13/2023	TARRYTOWN STABILIZATION ...	05-61-71-9509	464	78.00
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	UNISEX RESTROOM SIGN	05-61-71-9506	DFT0008050	108.05
JOHNNY ON THE SPOT #347	0347-000263320	12/27/2023	12301 CONWAY 1030 N LIN...	05-61-71-9506	66956	137.58
TWO ALPHA CONTRACTING LLC	20231128.03	12/27/2023	ALDEN LANE STORMWATER ...	05-61-71-9509	499	1,710.40
TWO ALPHA CONTRACTING LLC	20231128.03	12/27/2023	ALDEN LANE STORMWATER ...	05-61-71-9509	499	42,666.00
BRADY CONSTRUCTION INC	4	12/27/2023	PARK RESTROOM CONVERSI...	05-61-71-9506	490	7,216.00
BRADY CONSTRUCTION INC	4	12/27/2023	PARK RESTROOM CONVERSI...	05-61-71-9506	490	299.00
THOUVENOT, WADE & MOERCHEN, INC.	82692	01/03/2024	VENABLE PARK SITE DESIGN ...	05-61-71-9506	503	24,484.12
THOUVENOT, WADE & MOERCHEN, INC.	82893	01/03/2024	VENABLE PARK SITE DESIGN ...	05-61-71-9506	503	6,714.50

Division 71 - CIP Total: 204,768.10

Department 61 - CIP Total: 204,768.10

Fund 05 - PARKS & STORMWATER FUND Total: 204,768.10

Fund: 06 - MUNICIPAL ENTERPRISE FUND

Department: 14 - COMMUNITY SERVICES

Division: 31 - ICE ARENA

MISSOURI AMERICAN WATER CO	1017-210013831861 - 12/04...	12/13/2023	DRC FIRE SERVICES DEC. 2 - J...	06-14-31-6254	66895	75.68
CHARTER COMMUNICATIONS	173955201120123 - 12/01/23	12/13/2023	DRC MONTHLY BILL 12/01/23..	06-14-31-6255	66881	166.45
ST LOUIS AREA INSURANCE TRUST	2507	12/13/2023	FY24 WORK COMP LIABILITY	06-14-31-5243	66917	6,847.77
ST LOUIS AREA INSURANCE TRUST	2507	12/13/2023	FY24 GENERAL POLICE AUTO ...	06-14-31-6220	66917	1,822.00
MURPHY COMPANY	255812	12/13/2023	MONTHLY MURPHY MAINTEN...	06-14-31-6211	466	504.00

Council Report of invoices Paid Listing

Payment Dates: 12/7/2023 - 1/3/2024

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
ARAMARK UNIFORM SERVICES	6170219407	12/13/2023	DRC MOP & TOWEL SERVICE	06-14-31-7301	460	32.01
CHARTER COMMUNICATIONS	173955201090123	12/20/2023	DRC TV & INTERNET SEP 23	06-14-31-6255	66932	166.45
ARAMARK UNIFORM SERVICES	6170221879	12/20/2023	DRC MOP & TOWEL SERVICE	06-14-31-7301	473	32.01
RHINE PARACO GAS OF ST LOUIS	771055	12/20/2023	PROPANE FOR OLYMPIA DRC	06-14-31-7307	66949	147.87
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	MPRA Region 4 Conference	06-14-31-6261	DFT0008050	130.00
MURPHY COMPANY	255979	12/27/2023	EMERGENCY REPAIR TO CO...	06-14-31-6268	496	1,164.00
ARAMARK UNIFORM SERVICES	6170224437	12/27/2023	DRC MOP AND TOWEL SERVI...	06-14-31-7301	489	32.01
ARAMARK UNIFORM SERVICES	6170226943	12/27/2023	DRC MOP AND TOWEL SERVI...	06-14-31-7301	489	32.01
CTM SERVICES	6730	12/27/2023	DRC OLY PARTS AND SUPPLIES	06-14-31-6211	492	106.37
RHINE PARACO GAS OF ST LOUIS	774883	12/27/2023	PROPANE FOR OLYMPIA DRC	06-14-31-7307	66961	170.19
SPIRE	4981701000-12/18/23	12/28/2023	11400 OLDE CABIN RD 11/16...	06-14-31-6252	DFT0008080	3,075.34
SESAC INC	10703763 2024	01/03/2024	MUSIC LICENSE FEE 2024	06-14-31-6262	66979	581.00
ARAMARK UNIFORM SERVICES	6170229636	01/03/2024	TOWEL AND MOP SERVICE D...	06-14-31-7301	501	32.01
T MOBILE USA	971998911-20231221	01/03/2024	CITY PHONES GOLF 11/21/23...	06-14-31-6253	66984	24.75
T MOBILE USA	971998911-20231221	01/03/2024	CITY PHONES ICE RINK 11/21...	06-14-31-6253	66984	24.75
Division 31 - ICE ARENA Total:						15,166.67
Division: 32 - GOLF MAINTENANCE						
HOME DEPOT CREDIT SERVICES	1101213	12/13/2023	MIX OIL	06-14-32-6211	66885	30.94
HOME DEPOT CREDIT SERVICES	1101213	12/13/2023	IRRIGATION PIPE	06-14-32-6212	66885	6.69
HOME DEPOT CREDIT SERVICES	1101213	12/13/2023	HAND PUMP PRUNER	06-14-32-7302	66885	122.92
SITEONE LANDSCAPE SUPPLY HOLDING, LLC	136986097-001	12/13/2023	1.5" PVC CAPS AND TORDON...	06-14-32-6212	66916	3.26
SITEONE LANDSCAPE SUPPLY HOLDING, LLC	136986097-001	12/13/2023	1.5" PVC CAPS AND TORDON...	06-14-32-7303	66916	22.92
OREILLY AUTOMOTIVE STORES INC	1388-461259	12/13/2023	VEHICLE FILTERS	06-14-32-6210	468	148.24
OREILLY AUTOMOTIVE STORES INC	1388-461261	12/13/2023	EQUIPMENT FILTERS	06-14-32-6211	468	525.58
HOME DEPOT CREDIT SERVICES	2092428	12/13/2023	MIX OIL	06-14-32-6211	66885	47.76
HOME DEPOT CREDIT SERVICES	2092428	12/13/2023	POWER TOOL SET	06-14-32-6212	66885	599.00
HOME DEPOT CREDIT SERVICES	2092428	12/13/2023	BATH TISSUE	06-14-32-7301	66885	59.94

Council Report of invoices Paid Listing

Payment Dates: 12/7/2023 - 1/3/2024

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
HOME DEPOT CREDIT SERVICES	2092428	12/13/2023	BUNGEE CORDS	06-14-32-7302	66885	13.12
ST LOUIS AREA INSURANCE TRUST	2507	12/13/2023	FY24 WORK COMP LIABILITY	06-14-32-5243	66917	2,085.33
ST LOUIS AREA INSURANCE TRUST	2507	12/13/2023	FY24 GENERAL POLICE AUTO ...	06-14-32-6220	66917	1,174.00
ERB TURF EQUIPMENT INC	01-104727	12/20/2023	ROLLER PARTS	06-14-32-6211	475	140.76
MTI DISTRIBUTING INC	1413713-00	12/20/2023	PUMP REBUILD KIT TORO 17...	06-14-32-6211	66945	970.07
MTI DISTRIBUTING INC	1413713-01	12/20/2023	BUSHINGS FOR SPRAYER BO...	06-14-32-6211	66945	14.40
HARTKE NURSERY INC	77391	12/20/2023	STRAW BALES	06-14-32-6212	66939	26.97
GREENSPRO INC	INV0055467	12/20/2023	PROXY REGULATOR FOR GRE...	06-14-32-7303	66938	610.00
SAFETY-KLEEN SYSTEMS, INC.	93491888	12/27/2023	ENGINE OIL	06-14-32-6211	66962	331.42
T MOBILE USA	971998911-20231221	01/03/2024	CITY PHONES GOLF MAINT 1...	06-14-32-6253	66984	24.75
Division 32 - GOLF MAINTENANCE Total:						6,958.07

Division: 33 - PRO-SHOP

CHARTER COMMUNICATIONS	173955201120123 - 12/01/23	12/13/2023	DRC MONTHLY BILL 12/01/23..	06-14-33-6255	66881	71.33
ST LOUIS AREA INSURANCE TRUST	2507	12/13/2023	FY24 WORK COMP LIABILITY	06-14-33-5243	66917	1,296.92
ST LOUIS AREA INSURANCE TRUST	2507	12/13/2023	FY24 GENERAL POLICE AUTO ...	06-14-33-6220	66917	794.00
ARAMARK UNIFORM SERVICES	6170219407	12/13/2023	DRC MOP & TOWEL SERVICE	06-14-33-7301	460	19.92
CHARTER COMMUNICATIONS	173955201090123	12/20/2023	DRC TV & INTERNET SEP 23	06-14-33-6255	66932	71.33
ARAMARK UNIFORM SERVICES	6170221879	12/20/2023	DRC MOP & TOWEL SERVICE	06-14-33-7301	473	19.92
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	Partial Refund form Cabinet ...	06-14-33-9503	DFT0008050	-15.00
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	Pro Shop Display Cabinet	06-14-33-9503	DFT0008050	189.97
ARAMARK UNIFORM SERVICES	6170224437	12/27/2023	DRC MOP AND TOWEL SERVI...	06-14-33-7301	489	19.92
ARAMARK UNIFORM SERVICES	6170226943	12/27/2023	DRC MOP AND TOWEL SERVI...	06-14-33-7301	489	19.92
ARAMARK UNIFORM SERVICES	6170229636	01/03/2024	TOWEL AND MOP SERVICE D...	06-14-33-7301	501	19.92
ROGER CLEVELAND GOLF COMPANY INC	7729973 SO	01/03/2024	GOLF FOR RESALE	06-14-33-8324	66978	547.50
Division 33 - PRO-SHOP Total:						3,055.65

Division: 34 - FOOD SERVICES

ST LOUIS AREA INSURANCE TRUST	2507	12/13/2023	FY24 WORK COMP LIABILITY	06-14-34-5243	66917	177.88
ST LOUIS AREA INSURANCE TRUST	2507	12/13/2023	FY24 GENERAL POLICE AUTO ...	06-14-34-6220	66917	49.00
ARAMARK UNIFORM SERVICES	6170219407	12/13/2023	DRC MOP & TOWEL SERVICE	06-14-34-7301	460	14.00

Council Report of invoices Paid Listing

Payment Dates: 12/7/2023 - 1/3/2024

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
RL MUELLER NATIONAL DIST INC	114327A	12/20/2023	SNACKS FOR RESALE	06-14-34-8319	484	104.90
PERFORMANCE FOOD GROUP INC	4694444	12/20/2023	SNACKS AND CHIPS FOR RES...	06-14-34-8315	66947	120.52
PERFORMANCE FOOD GROUP INC	4694444	12/20/2023	SNACKS AND CHIPS FOR RES...	06-14-34-8317	66947	60.88
PERFORMANCE FOOD GROUP INC	4694444	12/20/2023	SNACKS AND CHIPS FOR RES...	06-14-34-8319	66947	133.39
ARAMARK UNIFORM SERVICES	6170221879	12/20/2023	DRC MOP & TOWEL SERVICE	06-14-34-7301	473	14.00
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	Steam Pans	06-14-34-7304	DFT0008050	42.04
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	Chili for Chili Bowl	06-14-34-8315	DFT0008050	165.38
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	Food for Chili Bowl	06-14-34-8315	DFT0008050	36.72
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	Hot Dog Cart for Chili Bowl	06-14-34-8315	DFT0008050	750.00
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	Beer for Tournament	06-14-34-8315	DFT0008050	79.96
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	Donuts for Chili Bowl	06-14-34-8315	DFT0008050	95.94
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	credit for shipping order 93...	06-14-34-8315	DFT0008050	-97.77
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	Beer For Resale	06-14-34-8316	DFT0008050	115.30
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	Concessions Coffee	06-14-34-8317	DFT0008050	21.18
ARAMARK UNIFORM SERVICES	6170224437	12/27/2023	DRC MOP AND TOWEL SERVI...	06-14-34-7301	489	14.00
ARAMARK UNIFORM SERVICES	6170226943	12/27/2023	DRC MOP AND TOWEL SERVI...	06-14-34-7301	489	14.00
PERFORMANCE FOOD GROUP INC	4701878	01/03/2024	CUPS	06-14-34-7304	66976	156.10
PERFORMANCE FOOD GROUP INC	4702005	01/03/2024	FOOD FOR RESALE	06-14-34-8315	66976	122.65
D AND D DISTRIBUTORS LLP	570158	01/03/2024	BEER FOR RESALE	06-14-34-8316	66965	348.30
D AND D DISTRIBUTORS LLP	570159	01/03/2024	BEER FOR RESALE	06-14-34-8316	66965	76.40
ARAMARK UNIFORM SERVICES	6170229636	01/03/2024	TOWEL AND MOP SERVICE D...	06-14-34-7301	501	14.00

Division 34 - FOOD SERVICES Total:	2,628.77
Department 14 - COMMUNITY SERVICES Total:	27,809.16
Fund 06 - MUNICIPAL ENTERPRISE FUND Total:	27,809.16

Council Report of invoices Paid Listing						Payment Dates: 12/7/2023 - 1/3/2024
Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
Fund: 11 - SEWER LATERAL FUND						
Department: 61 - CIP						
Division: 93 - SEWER LATERAL						
ST LOUIS AREA INSURANCE TRUST	2507	12/13/2023	FY24 WORK COMP LIABILITY	11-61-93-5243	66917	349.85
KRISTI FERNANDO	SLR 06/22/23	12/13/2023	SANITARY SEWER LATERAL R...	11-61-93-9315	66891	6,060.60
KENNETH FISCHER	SLR 10/26/23	12/13/2023	SANITARY SEWER LATERAL R...	11-61-93-9315	66890	1,995.00
JUAN C CORVALAN	SLR 11/03/23	12/13/2023	SANITARY SEWER LATERAL R...	11-61-93-9315	66889	2,953.30
JAMES FERNANDEZ	SLR 8/17/23	12/13/2023	SANITARY SEWER LATERAL R...	11-61-93-9315	66888	3,432.50
KAREN BRYAN	SLR-10/31/23	12/20/2023	SANITARY SEWER LATERAL R...	11-61-93-9315	66940	5,197.50
STEVEN LORENZ	SLR-11/29/23	12/20/2023	SANITARY SEWER LATERAL R...	11-61-93-9315	66951	2,940.00
EDWARD ARNDT	SLR-10/04/23	12/27/2023	SANITARY SEWER LATERAL R...	11-61-93-9315	66954	3,493.00
MARY FIELDS	SLR 09/13/23	01/03/2024	SANITARY SEWER LATERAL R...	11-61-93-9315	66972	7,052.50
SONG CAO	SLR 11/22/23	01/03/2024	SANITARY SEWER LATERAL R...	11-61-93-9315	66980	4,305.00
WILLIAM LEVINSON	SLR 11/27/23	01/03/2024	SANITARY SEWER LATERAL R...	11-61-93-9315	66988	3,215.10
Division 93 - SEWER LATERAL Total:						40,994.35
Department 61 - CIP Total:						40,994.35
Fund 11 - SEWER LATERAL FUND Total:						40,994.35
Fund: 19 - PUBLIC SAFETY FUND						
Department: 21 - POLICE						
Division: 23 - PUBLIC SAFETY						
SAMS CLUB/SYNCHRONY BANK	10119293151	12/13/2023	SAM'S CASH	19-21-23-7304	66915	-8.49
SAMS CLUB/SYNCHRONY BANK	10119293151	12/13/2023	LATE FEE AND INTEREST CHA...	19-21-23-7304	66915	56.17
SAMS CLUB/SYNCHRONY BANK	10119293151	12/13/2023	PD LOUNGE SUPPLIES	19-21-23-7304	66915	152.46
MISSOURI AMERICAN WATER CO	1017-220023905773-11/02/...	12/13/2023	350 N NEW BALLAAS RD NO...	19-21-23-6264	66898	139.70
MISSOURI AMERICAN WATER CO	1017-220023905773-12/4/23	12/13/2023	350 N NEW BALLAAS RD DEC...	19-21-23-6264	66899	139.70
UNIFIRST CORPORATION	1880088153	12/13/2023	MAINTENANCE UNIFORMS	19-21-23-7308	471	7.69
UNIFIRST CORPORATION	1880089266	12/13/2023	MAINTENANCE UNIFORMS	19-21-23-7308	471	7.69
RENTOKIL NORTH AMERICA INC	3558441	12/13/2023	PD PEST CONTROL NOVEMB...	19-21-23-6212	66911	64.00
HOME DEPOT CREDIT SERVICES	5042691	12/13/2023	DUST PAN GORILLA GLUE FO...	19-21-23-6212	66885	30.47
HOME DEPOT CREDIT SERVICES	6043758	12/13/2023	BROOM AND LIGHT BULBS	19-21-23-6212	66885	25.95
AMERENUE	0427008070-11/29/23	12/20/2023	350 N NEW BALLAS POLICE 1...	19-21-23-6250	DFT0008062	4,515.76
MISSOURI AMERICAN WATER CO	1017-220023905711-12-04-...	12/20/2023	350 N NEW BALLAS - 10/19-...	19-21-23-6254	66944	164.23
METROPOLITAN ST LOUIS SEWER DISTRICT	1225607-9-NOV23	12/20/2023	PD SUMMARY BILLING 1225...	19-21-23-6254	66943	95.89

Council Report of invoices Paid Listing

Payment Dates: 12/7/2023 - 1/3/2024

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
CHARTER COMMUNICATIONS	173957801120123	12/20/2023	PD VOICE 12/1-12/31/2023	19-21-23-6253	66933	279.93
CHARTER COMMUNICATIONS	173957801120123	12/20/2023	PD TV AND INTERNET 12/1-1...	19-21-23-6255	66933	260.45
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	REPLACEMENT LIGHTS FOR ...	19-21-23-6212	DFT0008050	37.48
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	CREDIT FOR CLASS CANCELL...	19-21-23-6261	DFT0008050	-350.00
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	ELECTRIC CAN OPENER	19-21-23-7302	DFT0008050	22.39
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	REPLACEMENT TV FOR PD L...	19-21-23-7331	DFT0008050	189.99
ARVEST BANK OPERATIONS INC	PURCHASES NOV 23	12/22/2023	LOGITECH WEBCAM	19-21-23-7331	DFT0008050	89.98
SPIRE	0076006378-12/13/23	12/27/2023	350 N NEW BALLAS RD 11/13...	19-21-23-6252	DFT0008093	328.77
LOCAL CLEANERS LLC	000180	01/03/2024	PD COMMERCIAL CLEANING ...	19-21-23-6212	502	1,275.00
LOCAL CLEANERS LLC	000181	01/03/2024	PD COMMERCIAL WINDOW ...	19-21-23-6211	502	450.00
WIEGMANN ASSOCIATES	80541	01/03/2024	SERVICE CALL WATER HEATE...	19-21-23-6211	504	2,155.93
Division 23 - PUBLIC SAFETY Total:						10,131.14
Department 21 - POLICE Total:						10,131.14
Fund 19 - PUBLIC SAFETY FUND Total:						10,131.14
Fund: 99 - POOLED CASH						
ARVEST BANK	1797-12/11/23	12/13/2023	EPAYMENT 12/13/23	99-2809	DFT0008010	81,198.19
ARVEST BANK	1797-12/18/23	12/20/2023	EPAYMENT 12/20/23	99-2809	DFT0008081	14,740.74
ARVEST BANK	1797-12/22/23	12/24/2023	EPAYMENT 12/24/23	99-2809	DFT0008082	10,222.64
ARVEST BANK	1797-12/29/23	12/31/2023	EPAYMENT 12/31/23	99-2809	DFT0008115	16,759.63
						122,921.20
						122,921.20
Fund 99 - POOLED CASH Total:						122,921.20
Grand Total:						1,609,590.79

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	1,075,254.25
02 - CAPITAL IMPROVEMENT FUND	127,712.59
05 - PARKS & STORMWATER FUND	204,768.10
06 - MUNICIPAL ENTERPRISE FUND	27,809.16
11 - SEWER LATERAL FUND	40,994.35
19 - PUBLIC SAFETY FUND	10,131.14
99 - POOLED CASH	122,921.20
Grand Total:	1,609,590.79

Account Summary

Account Number	Account Name	Payment Amount
01-11-12-5243	WORKERS COMPENSATI...	55.68
01-11-12-6262	DUES MEMBERSHIPS & ...	2,873.42
01-11-12-6264	IN TOWN MEETINGS	1,148.83
01-11-12-7315	SPECIAL EVENTS	1,814.92
01-11-13-5243	WORKERS COMPENSATI...	84.75
01-11-13-6264	IN TOWN MEETINGS	20.00
01-12-10-6201	LEGAL AND ACCOUNTIN...	13,985.50
01-12-11-5243	WORKERS COMPENSATI...	495.22
01-12-11-6202	TECHNICAL AND PERSO...	157.93
01-12-11-6203	PROFESSIONAL SERVICES	1,722.80
01-12-11-6253	TELEPHONE	49.50
01-12-11-6262	DUES MEMBERSHIPS & ...	80.00
01-12-11-6264	IN TOWN MEETINGS	26.00
01-12-11-6265	TRAVEL & CONFERENCES	200.00
01-12-11-6271	MEDICAL SUPPLIES	110.50
01-12-14-5243	WORKERS COMPENSATI...	167.54
01-12-14-6213	OFFICE EQUIPMENT MA...	421.60
01-12-14-6253	TELEPHONE	24.75
01-13-11-5243	WORKERS COMPENSATI...	342.96
01-13-11-6202	TECHNICAL AND PERSO...	1.50
01-13-11-6253	TELEPHONE	24.75
01-13-11-6264	IN TOWN MEETINGS	45.00
01-13-11-6265	TRAVEL & CONFERENCES	102.90
01-13-15-5230	HOSPITAL AND MEDICAL ..	13,081.84
01-13-15-6203	PROFESSIONAL SERVICES	920.00
01-13-15-6213	OFFICE EQUIPMENT MA...	812.10
01-13-15-6220	LIABILITY INSURANCE	53,545.00
01-13-15-6253	TELEPHONE	3,176.96
01-13-15-6255	CABLE TV AND INTERNET	326.82

Account Summary

Account Number	Account Name	Payment Amount
01-13-15-6266	EQUIPMENT RENTAL	202.50
01-13-15-6272	EMPLOYEE RELATIONS	1,306.92
01-13-15-7312	OFFICE SUPPLIES	2,807.17
01-13-15-7317	SLAIT WELLNESS EXPENS...	87.35
01-13-51-5243	WORKERS COMPENSATI...	94.12
01-13-51-6202	TECHNICAL AND PERSO...	1,800.00
01-13-51-6213	OFFICE EQUIPMENT MA...	429.70
01-13-51-6253	TELEPHONE	24.75
01-13-51-7332	COMPUTER SOFTWARE	129.94
01-14-11-5243	WORKERS COMPENSATI...	1,263.91
01-16-11-5243	WORKERS COMPENSATI...	2,460.80
01-16-11-6211	EQUIPMENT MAINTENA...	3,261.27
01-16-11-6212	BUILDING AND GROUND...	1,854.69
01-16-11-6250	ELECTRICITY	3,875.60
01-16-11-6252	NATURAL GAS	972.92
01-16-11-6253	TELEPHONE	24.75
01-16-11-6254	WATER AND SEWER	164.25
01-16-11-7302	SMALL TOOLS	106.82
01-16-11-7308	WEARING APPAREL AND...	24.82
01-1652	PREPAID POSTAGE	3,000.00
01-2101	ST. LOUIS CITY EARNINGS	413.94
01-2102	FICA WITHHOLDING	83,823.08
01-2103	MEDICARE WITHHOLDI...	20,207.06
01-2104	FEDERAL TAX WITHHOLD..	63,959.65
01-2105	MISSOURI TAX WITHHO...	24,798.00
01-21-11-5243	WORKERS COMPENSATI...	14,019.28
01-21-11-6202	TECHNICAL AND PERSO...	143,479.10
01-21-11-6203	PROFESSIONAL SERVICES	450.00
01-21-11-6253	TELEPHONE	370.25
01-21-11-6262	DUES MEMBERSHIPS & ...	900.00
01-21-11-6264	IN TOWN MEETINGS	150.00
01-21-11-6265	TRAVEL & CONFERENCES	375.00
01-21-11-6271	MEDICAL SUPPLIES	716.75
01-21-11-7304	GENERAL SUPPLIES	261.63
01-21-11-7308	WEARING APPAREL AND...	5.94
01-2113	PAYROLL CHILD SUPPORT	369.24
01-21-21-5243	WORKERS COMPENSATI...	14,964.38
01-21-21-6202	TECHNICAL AND PERSO...	127.00
01-21-21-6203	PROFESSIONAL SERVICES	3,960.00
01-21-21-6210	VEHICLE MAINTENANCE	39.98
01-21-21-6253	TELEPHONE	27.99
01-21-21-6262	DUES MEMBERSHIPS & ...	525.00

Account Summary

Account Number	Account Name	Payment Amount
01-21-21-7304	GENERAL SUPPLIES	67.20
01-21-22-5241	PENSION CONTRIBUTION	-0.47
01-21-22-5243	WORKERS COMPENSATI...	81,403.59
01-21-22-6202	TECHNICAL AND PERSO...	6,029.83
01-21-22-6203	PROFESSIONAL SERVICES	164.00
01-21-22-6210	VEHICLE MAINTENANCE	1,813.99
01-21-22-6253	TELEPHONE	18.24
01-21-22-6271	MEDICAL SUPPLIES	79.98
01-21-22-7302	SMALL TOOLS	1,285.56
01-21-22-7304	GENERAL SUPPLIES	21.98
01-21-22-7313	RANGE SUPPLIES	55.17
01-21-22-9503	EQUIPMENT	239.96
01-2211	HEALTH INSURANCE	114,605.96
01-2213	DENTAL INSURANCE PAY	5,702.94
01-2215	INTENSIVE CARE/CANCER	498.60
01-2216	SUPPLEMENTAL LIFE	68.60
01-2218	VISION CARE	1,998.17
01-2224	VISION CARE-COBRA	32.20
01-2225	HEALTH INS PREM PAID ...	3,339.04
01-2226	DENTAL INS PREM PAID ...	152.71
01-2312	401 - ICMA	1,603.60
01-2317	MO LAGERS	132,182.68
01-2318	ICMA ROTH 457	10,430.14
01-2319	ICMA ROTH IRA	1,218.14
01-2321	457 - VOYA	3,059.98
01-2322	457 - ICMA	18,858.63
01-2323	MOST PROGRAM	1,840.00
01-2324	ICMA LOAN REPAYMENT	1,130.62
01-2410	INMATE SECURITY ACC...	631.79
01-2412	PEACE OFFICER AND ST...	1.00
01-2413	CVC - CRIME VICTIMS C...	7.50
01-31-11-5243	WORKERS COMPENSATI...	2,020.28
01-31-11-6203	PROFESSIONAL SERVICES	6,030.50
01-31-11-6213	OFFICE EQUIPMENT MA...	296.14
01-31-11-6253	TELEPHONE	148.50
01-31-41-5243	WORKERS COMPENSATI...	23,638.78
01-31-41-6202	TECHNICAL AND PERSO...	54,033.00
01-31-41-6207	TEMP PROFESSIONAL SE...	5,772.78
01-31-41-6210	VEHICLE MAINTENANCE	29.91
01-31-41-6211	EQUIPMENT MAINTENA...	23.78
01-31-41-6212	BUILDING AND GROUND...	158.00
01-31-41-6250	ELECTRICITY	1,114.35

Account Summary

Account Number	Account Name	Payment Amount
01-31-41-6251	STREET LIGHTING	11,379.39
01-31-41-6252	NATURAL GAS	617.04
01-31-41-6253	TELEPHONE	247.71
01-31-41-6254	WATER AND SEWER	5,442.23
01-31-41-6266	EQUIPMENT RENTAL	269.41
01-31-41-7302	SMALL TOOLS	91.07
01-31-41-7308	WEARING APPAREL AND...	431.50
01-31-41-7310	SNOW REMOVAL	42,610.83
01-31-41-7311	STREET SIGNS	19.80
01-31-43-5243	WORKERS COMPENSATI...	6,103.22
01-31-43-6207	TEMP PROFESSIONAL SE...	1,924.26
01-31-43-6210	VEHICLE MAINTENANCE	9.97
01-31-43-6211	EQUIPMENT MAINTENA...	7.93
01-31-43-6212	BUILDING AND GROUND...	4,325.55
01-31-43-6224	TAPPMAYER HOUSE MA...	372.45
01-31-43-6250	ELECTRICITY	1,207.34
01-31-43-6252	NATURAL GAS	617.05
01-31-43-6253	TELEPHONE	66.07
01-31-43-6254	WATER AND SEWER	634.32
01-31-43-6266	EQUIPMENT RENTAL	269.41
01-31-43-7308	WEARING APPAREL AND...	143.82
01-32-11-5243	WORKERS COMPENSATI...	249.83
01-32-11-6202	TECHNICAL AND PERSO...	675.70
01-32-11-6204	PLANNING AND DESIGN ...	4,282.50
01-32-11-6253	TELEPHONE	24.75
01-32-11-6260	ADVERTISING	46.41
01-32-11-6265	TRAVEL & CONFERENCES	-39.30
01-32-61-5243	WORKERS COMPENSATI...	16,092.29
01-32-61-6253	TELEPHONE	403.82
01-32-61-6261	EDUCATION & TRAINING	230.00
01-32-61-6262	DUES MEMBERSHIPS & ...	280.00
01-32-61-7304	GENERAL SUPPLIES	81.58
01-32-61-7308	WEARING APPAREL AND...	175.00
01-4420	BUILDING PERMITS	500.00
01-4604	POLICE MISC REVENUE	-0.37
02-61-71-5243	WORKERS COMPENSATI...	2,995.93
02-61-71-9506	PARK AND RECREATION	114,261.60
02-61-71-9510	STREETS	10,455.06
05-61-71-5243	WORKERS COMPENSATI...	2,740.69
05-61-71-9506	PARK DEVELOPMENT P...	148,573.01
05-61-71-9509	STORMWATER PROJECTS	53,454.40
06-14-31-5243	WORKERS COMPENSATI...	6,847.77

Account Summary		
Account Number	Account Name	Payment Amount
06-14-31-6211	EQUIPMENT MAINTENA...	610.37
06-14-31-6220	LIABILITY INSURANCE	1,822.00
06-14-31-6252	NATURAL GAS	3,075.34
06-14-31-6253	TELEPHONE	49.50
06-14-31-6254	WATER AND SEWER	75.68
06-14-31-6255	CABLE TV AND INTERNET	332.90
06-14-31-6261	EDUCATION & TRAINING	130.00
06-14-31-6262	DUES MEMBERSHIPS & ...	581.00
06-14-31-6268	ICE REPAIRS	1,164.00
06-14-31-7301	CHEMICALS & CLEANING	160.05
06-14-31-7307	GASOLINE, PROPANE & ...	318.06
06-14-32-5243	WORKERS COMPENSATI...	2,085.33
06-14-32-6210	VEHICLE MAINTENANCE	148.24
06-14-32-6211	EQUIPMENT MAINTENA...	2,060.93
06-14-32-6212	BUILDING AND GROUND...	635.92
06-14-32-6220	LIABILITY INSURANCE	1,174.00
06-14-32-6253	TELEPHONE	24.75
06-14-32-7301	CHEMICALS & CLEANING	59.94
06-14-32-7302	SMALL TOOLS	136.04
06-14-32-7303	HORTICULTURAL SUPPLI...	632.92
06-14-33-5243	WORKERS COMPENSATI...	1,296.92
06-14-33-6220	LIABILITY INSURANCE	794.00
06-14-33-6255	CABLE TV AND INTERNET	142.66
06-14-33-7301	CHEMICALS & CLEANING	99.60
06-14-33-8324	MERCHANDISE-GOLF BA...	547.50
06-14-33-9503	EQUIPMENT	174.97
06-14-34-5243	WORKERS COMPENSATI...	177.88
06-14-34-6220	LIABILITY INSURANCE	49.00
06-14-34-7301	CHEMICALS & CLEANING	70.00
06-14-34-7304	GENERAL SUPPLIES	198.14
06-14-34-8315	SANDWICHES AND HOT ...	1,273.40
06-14-34-8316	BEER	540.00
06-14-34-8317	COFFEE,TEA & SOFT DRI...	82.06
06-14-34-8319	SNACKS	238.29
11-61-93-5243	WORKERS COMPENSATI...	349.85
11-61-93-9315	SEWER LATERAL REIMB...	40,644.50
19-21-23-6211	EQUIPMENT MAINTENA...	2,605.93
19-21-23-6212	BUILDING AND GROUND...	1,432.90
19-21-23-6250	ELECTRICITY	4,515.76
19-21-23-6252	NATURAL GAS	328.77
19-21-23-6253	TELEPHONE	279.93
19-21-23-6254	WATER AND SEWER	260.12

Account Summary		
Account Number	Account Name	Payment Amount
19-21-23-6255	CABLE TV AND INTERNET	260.45
19-21-23-6261	EDUCATION & TRAINING	-350.00
19-21-23-6264	IN TOWN MEETINGS	279.40
19-21-23-7302	SMALL TOOLS	22.39
19-21-23-7304	GENERAL SUPPLIES	200.14
19-21-23-7308	WEARING APPAREL AND...	15.38
19-21-23-7331	COMPUTER HARDWARE	279.97
99-2809	EPAYABLES LIABILITY	122,921.20
Grand Total:		1,609,590.79

Project Account Summary	
Project Account Key	Payment Amount
None	1,306,191.49
200E	1,170.00
202E	95,123.60
204E	109,613.76
218E	31,198.62
402E	44,376.40
403E	78.00
407E	9,000.00
ISFE	631.79
K9 UNITE	164.00
OLIAE	4,282.50
PRRE	7,760.63
Grand Total:	1,609,590.79

Arvest Epayables

12/11/23	81,198.19
12/18/23	14,740.74
12/26/23	10,222.64
12/29/23	16,759.63

\$122,921.20



Account Number: XXXX XXXX XXXX 1797

Page 3 of 4

CITY OF CREVE COEUR EPAY

Statement Closing Date: 12/11/23

Cardholder Account Activity

CITY OF CREVE COEUR EPAY XXXX XXXX XXXX 2282		Credit Limit \$250,000	Credits \$0.00	Purchases \$81,198.19	Cash Advances \$0.00	Total Activity \$81,198.19
Trans Date	Post Date	Reference Number	Description	Amount		
12/04	12/05	24512393338900018000012	JAMAR TECHNOLOGIES INC 215-3612244 PA	\$214.00		
12/04	12/05	24453883339004745716543	HANDY AUTOMOTIVE 314-2914666 MO	\$567.43		
12/04	12/05	24941683338612371772906	WIRELESS USA SERVICE 314-615-3186 MO	\$600.00		
12/05	12/05	24231683339200031762232	BRIDGESTONE SPORTS USA 800-358-6319 GA	\$997.55		
12/04	12/06	24767903339782200032863	(PC) 4432 FROST ELECTRIC 314-5674004 MO	\$323.20		
12/05	12/06	24412953339700414164326	REJIS COMMISSION 314-535-1950 MO	\$7,372.19		
12/09	12/11	24412953344091846000376	BRANNEKY TRUE VALUE 314-739-0960 MO	\$52.45		
12/08	12/11	24445003342300622157335	WWP*RENTOKIL BUG OUT 844-260-0152 PA	\$64.00		
12/08	12/11	24445003342200164936197	4TE*ALARM 24 636-970-1777 MO	\$126.00		
12/08	12/11	24690293342017026771094	PAVYER PRINTING MACHIN 314-535-0774 MO	\$149.36		
12/08	12/11	24412953342612380717232	ANIMAL CARE SERVICE 636-931-4440 MO	\$700.00		
12/08	12/11	24323043343294200071038	CHECKER BAG COMPANY 314-4233131 MO	\$935.08		
12/08	12/11	24941663342083750488066	REPUBLIC SERVICES TRASH 866-576-5548 AZ	\$1,800.69		
12/08	12/11	24941663342083730453099	REPUBLIC SERVICES TRASH 866-576-5548 AZ	\$1,800.69		



Account Number: XXXX XXXX XXXX 1797

Page 3 of 4

CITY OF CREVE COEUR EPAY

Statement Closing Date: 12/18/23

Cardholder Account Activity

CITY OF CREVE COEUR EPAY	Credit Limit	Credits	Purchases	Cash Advances	Total Activity
XXXX XXXX XXXX 2282	\$250,000	\$0.00	\$14,740.74	\$0.00	\$14,740.74

Trans Date	Post Date	Reference Number	Description	Amount
12/14	12/15	24435653349081923078696	CREST INDUSTRIES INC 636-349-4800 MO	\$30.10
12/14	12/15	24943003349200892500083	BATTERIES PLUS #600 HARTLAND WI	\$108.74
12/14	12/15	24453883349004791504999	HANDY AUTOMOTIVE 314-2914666 MO	\$126.47
12/14	12/15	24412953348207360800019	ADGRAPHIX LLC 314-691-5999 MO	\$800.00
12/14	12/15	24137463349600240968894	DOBBS TIRE #06 CORPORATE HIGH RIDGE MO	\$1,118.61
12/15	12/18	24412953349700423384442	REJIS COMMISSION 314-535-1950 MO	\$403.25
12/15	12/18	24435653349762706445083	GALLS 859-266-7227 KY	\$503.57
12/14	12/18	24071053349939100459967	GAMMA TREE EXPERTS 314-7256159 MO	\$11,650.00



Account Number: XXXX XXXX XXXX 1797

CITY OF CREVE COEUR EPAY

Statement Closing Date: 12/22/23

Page 3 of 4

Cardholder Account Activity

CITY OF CREVE COEUR EPAY		Credit Limit	Credits	Purchases	Cash Advances	Total Activity
XXXX XXXX XXXX 2282		\$250,000	\$0.00	\$10,222.64	\$0.00	\$10,222.64
Trans Date	Post Date	Reference Number	Description			Amount
12/21	12/21	24692163355104080717473	WPY*UMZUZU 855-999-3729 KS			\$1,625.40
12/21	12/22	24435653356200087300049	TRITECH FORENSICS 910-457-6600 NC			\$156.49
12/21	12/22	24453883356004823218931	HANDY AUTOMOTIVE 314-2914666 MO			\$736.37
12/21	12/22	24435653356081535107446	CREST INDUSTRIES INC 636-349-4800 MO			\$1,247.71
12/21	12/22	24789303355856002872605	LEON UNIFORM COMPANY INC 314-8284302 MO			\$6,456.67

Page 273 of 626



Account Number: XXXX XXXX XXXX 1797

Page 3 of 4

CITY OF CREVE COEUR EPAY

Statement Closing Date: 12/29/23

Cardholder Account Activity

CITY OF CREVE COEUR EPAY		Credit Limit	Credits	Purchases	Cash Advances	Total Activity
XXXX XXXX XXXX 2282		\$250,000	\$0.00	\$16,759.63	\$0.00	\$16,759.63
Trans Date	Post Date	Reference Number	Description	Amount		
12/22	12/26	24412953356700404442128	REJIS COMMISSION 314-535-1950 MO	\$345.50		
12/22	12/26	24057813357000018843026	REINHOLD ELECTRIC INC 314-6311158 MO	\$645.00		
12/21	12/26	24388943356939103996072	GENERAL CODE LLC 585-3281810 NY	\$2,258.00		
12/27	12/28	24011343361000052367319	SP RTS TACTICAL GOV 178-67962759 FL	\$12,605.16		
12/28	12/29	24692163362100387074759	FERRELL *GAS LP 888-337-7355 MO	\$205.97		
12/28	12/29	24412953362612407287131	ANIMAL CARE SERVICE 636-931-4440 MO	\$700.00		

**AN ORDINANCE AUTHORIZING A NEW CONDITIONAL USE PERMIT FOR A NEW
CAR DEALER FOR SPIRIT LEXUS, LOCATED AT 10176 CORPORATE SQUARE
DRIVE ZONED GC-GENERAL COMMERCIAL DISTRICT**

WHEREAS, under Section 405.370(A)(11), New Car Dealers (NAICS 441110) require the issuance of a conditional use permit as provided in Section 405.1070, Conditional Use Permits; and

WHEREAS, Mike Leep Jr, on behalf of Spirit Lexus, has submitted an application for conditional use permit for a new car dealership at 10176 Corporate Square Drive, Creve Coeur, MO 63141; and

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Monday, December 4, 2023, beginning at 6:00 p.m. or immediately following the close of the previous public hearing, on said application for the conditional use permit as provided by Section 405.1070(D)(2); and

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

WHEREAS, the Planning and Zoning Commission reviewed and, by a 5-0 vote, recommended approval of the request, subject to the conditions contained herein, at its meeting on December 4, 2023; and

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

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

1. Complies with all applicable provisions of the 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 that 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 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.
5. Will provide erosion control and on-site stormwater detention in accordance with the standards contained in Chapter 405.
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.

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

Section 1: A Conditional Use Permit is authorized to be issued pursuant to Section 3 hereof for the operation of Spirit Lexus at 10176 Corporate Square Drive, Creve Coeur, MO, 63141, zoned GC-General Commercial District, whose legal description is as follows:

ADJUSTED LOT 23

A tract of land being Lots 21 and 23 of "Corporate Square Plat No. 3", a subdivision in the Southwest Quarter of the Southeast Quarter of Section 36, Township 46 North, Range 5 East, and the Northeast Quarter of Section 1, Township 45 North, Range 5 East, according to the plat thereof recorded in Plat Book 188, Pages 88 of the St. Louis County Records, in the City Of Creve Coeur, St. Louis County, Missouri, being more particularly described as follows:

Beginning at a found Concrete monument located on the east right-of-way line of Lindbergh Boulevard, 100 feet wide, said point also being located on the south right-of-way line of Corporate Square Drive, variable width; thence along said south right-of-way line the following courses and distances: South 89 degrees 14 minutes 52 seconds East, 29.79 feet to a found Concrete Monument; North 00 degrees 45 minutes 08 seconds East, 30.00 feet to a found Concrete Monument and South 89 degrees 14 minutes 52 seconds East, 400.00 feet; thence leaving said right-of-way line, continuing South 89 degrees 14 minutes 52 seconds East, 144.75 feet to its intersection with the east line of above said Lot 21; thence along said east line, South 00 degrees 45 minutes 08 seconds West, 356.88 feet to the southeastern corner of said Lot 21; thence along the south line of Lot 21, North 89 degrees 14 minutes 52 seconds West, 268.19 feet to the northeastern corner of Lot 23; thence along the eastern lines of said Lot 23 the following courses and distances; South 00 degrees 45 minutes 00 seconds West, 192.64 feet; South 89 degrees 15 minutes 00 seconds East, 75.55 feet and South 00 degrees 46 minutes 56 seconds West, 300.07 feet a found iron pipe located on to the north right-of-line of Woodfield Lane, said point also being located on a curve to the left having a radius of 49.00 feet; then along said right-of-way line with an arc length of 99.92 feet and a chord which bears South 32 degrees 25 minutes 21 seconds West, 83.48 feet to its intersection with the south line of above said Lot 23; thence along said south line, South 63 degrees 57 minutes 18 seconds West, 38.63 feet to the southeast corner of Lot 25 of above said Corporate Square Plat No. 3; thence along the east line of said Lot 25, North 00 degrees 48 minutes 30 seconds East, 219.00 feet to the northeast corner of thereof; thence along the common line between Lots 23 and 25, North 89 degrees 11 minutes 30 seconds West, 362.32 feet to a concrete monument located on the eastern right-of-way line of above said Lindbergh Boulevard, said point also being located on a non- tangential curve to the left having a radius of 1,960.08 feet; thence along said right-of-way line and curve an arc length of 515.87 feet and a chord which bears North 07 degrees 21 minutes 58 seconds East, 514.38 feet and North 00 degrees 34 minutes 08 seconds East, 177.75 feet to the POINT OF BEGINNING.

Containing 349,971 square feet or 8.034 acres, more or less

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

1. The Applicant shall submit Site Improvement Plans, showing all exterior grading and site improvements, to the Department of Public Works for review, as required by Section 410.380 of the Subdivision and Land Development Regulations (Subdivision Code). The Site Improvement Plans shall be in substantial conformance with the "Site Development Plans," and the Landscape Plan received ~~November 13, 2023~~January 3, 2024, as bound together and submitted in conjunction with Application #23-036 by Stock and Associates, as modified before approval of this Ordinance and as modified below.
2. A site coverage bonus is granted to permit site coverage up to 68.5 percent in recognition of the installation and proper maintenance of a vegetative (green) roof; the inclusion of native prairie landscaping elements; and new irrigation, landscaping and maintenance of the landscaped median on Corporate Square Drive at the entrance to Lindbergh Boulevard.
- ~~1.3.~~ The 22 parking spaces shown as "deferred" on the site development plan may be constructed with prior approval by the Zoning Administrator on demonstration of need for more parking. If approved by the Zoning Administrator, the resulting site coverage may be increased to no more than 69.6 percent.
- ~~2.4.~~ The Applicant is required to submit a Building Permit application, as required by Article II of the Building Code. Exterior elevations shall be in substantial conformance with the Elevations received ~~November 13, 2023~~January 3, 2024 as bound together and submitted in conjunction with Application #23-036 by Stock and Associates, except as modified below.
- ~~3.5.~~ A Final Landscaping Plan shall be submitted with the Building Permit for staff review and approval and all landscaping, including the vegetative roof and native prairie elements, shall be maintained per the approved Landscape Plan and any vegetation that is totally or predominantly dead and/or disfigured due to disease or injury shall be replaced as needed and in a prompt and workmanlike manner as dictated by accepted horticultural standards.
- ~~4.6.~~ Any landscaping alterations deviating from the approved Landscaping Plan shall be reviewed by Planning staff and if substantially different shall require Planning and Zoning Commission approval in form of an amendment to the Landscaping Plan.
- ~~5.7.~~ Hours of operation will be 9:00 AM to 7:00 PM Monday, Wednesday, Friday and 9:00 AM to 6:00 PM Tuesday, Thursday, Saturday for sales, 7:00 AM to 6:00 PM Monday-Friday and 8:00 AM to 5:00 PM on Saturday for services and 7:00 AM to 6:00 PM Monday-Friday and 8:00 AM to 5:00 PM on Saturday for parts. Closed Sundays.
- ~~6.8.~~ Auto repair services shall not include any heavy body work or collision repair.
- ~~7.9.~~ All lighting shall comply with Section 405.680 Lighting and 405.810 of the Zoning Ordinance, and the provided photometric plan for the entire site submitted for review on November 13, 2023.
- ~~8.10.~~ Any ground or roof mounted mechanical equipment installed for the site shall be properly screened with approved materials.
- ~~9.11.~~ All sidewalks shall be replaced and shall be 6 feet wide as provided for in the submitted plans.
- ~~10.12.~~ All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code.

~~11.13.~~ Any future enlargement, extension, expansion, or alteration in the use of the structures or site must be approved by the City Council upon receipt of the recommendation of the Planning and Zoning Commission as an amendment to the Conditional Use Permit before a Building Permit for the enlargement, expansion or alteration may be issued.

~~12.14.~~ Failure to comply with any one or all of the conditions of this permit shall be adequate cause for the revocation of said permit by the City Council, provided, however, no permit shall be revoked without prior notice to the owner of the intention of the City Council to revoke this permit and reasonable time granted to the owner to correct or remedy any such breach of conditions, except for repeated breaches or violations.

~~13.15.~~ No conditional use permit granted by the City Council shall be valid for a period longer than one year from the date it grants the conditional use permit, unless within such period: (1) a building permit is obtained and construction is begun; or (2) if a building permit is not required, an occupancy permit is obtained and the use of the building commenced. The City Council may grant extensions to the one (1) year period of not more than one hundred and eighty (180) days each, without notice or hearing, provided that a written request for such extension is filed by the original applicant and approved by the City Council prior to the date the conditional use permit is scheduled to expire.

~~14.16.~~ Any transfer of ownership or lease of the property shall include in the transfer or lease agreement a provision that the purchaser or lessee agrees to be bound by the approved Site Development Plan for the property and the conditions herein set forth, and written confirmation thereof signed by the new owner or lessee shall be filed with the City at the time of such transfer or lease. Failure to comply with this provision shall not excuse anyone from these conditions.

Section 3: The City Administrator of the City of Creve Coeur is hereby authorized and directed to issue a Conditional Use Permit in accordance with the provisions of this ordinance, said permit to expressly provide for the conditions and stipulations hereinabove set out in Section 2 of this ordinance. Exercise of the rights granted pursuant to the issued permit shall constitute acceptance of all conditions and stipulations set forth herein.

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

ADOPTED THIS ____ DAY OF _____, 2024.

NICOLE GREER
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2024.

DR. ROBERT HOFFMAN

SUBSTITUTE BILL NO. 6096

ORDINANCE NO. _____

MAYOR

ATTEST:

KELLIE HENKE
CITY CLERK



DEPARTMENT OF COMMUNITY DEVELOPMENT MEMORANDUM

Meeting Date: January 8, 2024

To: Mayor Hoffman and City Council

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

Subject: Revised Plans and Substitute Bill—Spirit Lexus Conditional Use Permit

The applicant for Spirit Lexus has submitted revised plans for consideration by the City Council. The revised plans show the “deferral” of 22 spaces adjacent to Lindbergh Boulevard. The removal of these spaces will create additional greenspace on the site, particularly as viewed from the public roadway, Lindbergh Boulevard. With the removal of these spaces, the total number of parking spaces for the site has been reduced from 487 spaces to 465 spaces. These spaces include customer parking, display vehicle spaces, parking for employees and service department vehicles. Site coverage has subsequently been reduced from 69.6% to 68.5%. It should be noted that the applicant is describing these spaces as “deferred” on the site plan, which translates to the option for the Lexus dealership to install them in the future should the need arise. As a result, the ordinance has been updated to reflect the ability for Spirit Lexus to install these spaces upon demonstration of need for additional parking City staff. Upon approval by City staff and with the proper permits no further approvals or amendments to the Conditional Use Permit would be required.

Further changes have been made to the exterior elevations. A lighter stone has been added to the base of all elevations at an increased height of 6-feet. Windows have also been added to the upper portion of the side and rear elevations within the service component of the dealership. The pre-cast concrete will be painted a light gray color. Staff has conferred with the applicant regarding the specific paint color for the pre-cast. A green-gray material specification was provided; however, the applicant has assured staff that the color will resemble a traditional light gray and will not have a green tone. Staff will verify the gray color tone of the paint at the time as part of the building permit review.

Staff and the applicant will be present at the meeting to answer any questions by the City Council.

STOCK & ASSOCIATES CONSULTING ENGINEERS, INC. 257 Chesterfield Business Parkway, St. Louis, MO 63105 PH: (636) 530-9300 FAX: (636) 530-9300 e-mail: general@stockassoc.com Web: www.stockassoc.com

PREPARED FOR:
SPIRIT LEX RE LLC
5201 N. GRAPE ROAD
MISHAWAKA, IN 46545
ATTN: MR. CHRIS PUSTELAK
VICE PRESIDENT OF OPERATIONS

PROPERTY DESCRIPTION

A tract of land being Lot 21 of "Corporate Square Plat No. 3", a subdivision in the Southwest Quarter of the Southeast Quarter of Section 36, Township 46 North, Range 5 East, and the Northeast Quarter of Section 1, Township 45 North, Range 5 East, according to the plat thereof recorded in Plat Book 188, Pages 88 thru 90 of the St. Louis County Records, in the City Of Creve Coeur, Missouri and being further described as follows: beginning at a point on the east line of Lindbergh Boulevard, 100 feet wide, said point being South 0 Degrees 34 Minutes 00 Seconds West, 411.00 feet along said east line from its intersection with the south line of Lindbergh-Warson Industrial Center Addition No. 2, according to the plat thereof recorded in Plat Book 119, Pages 32 and 33 of the St. Louis County Records; thence leaving said east line South 89 Degrees 15 Minutes 00 Seconds East, 29.79 feet to a point; thence North 0 Degrees 45 Minutes 00 Seconds East, 30.00 feet to a point; thence South 89 Degrees 15 Minutes 00 Seconds East, 400.00 feet to a point; thence North 0 Degrees 45 Minutes 00 Seconds East, 10.00 feet to a point; thence South 89 Degrees 15 Minutes 00 Seconds East, 89.75 feet to a point; thence along a curve to the right having a radius of 300.00 feet an arc distance of 55.31 FEET (chord of South 83 Degrees 58 Minutes 06 Seconds East, 55.23 feet); thence South 0 Degrees 45 Minutes 00 Seconds West, 361.80 feet to a point; thence North 89 Degrees 15 Minutes 00 Seconds West, 577.24 feet to a point on said east line of Lindbergh Boulevard; thence along said east line along a curve to the left having a radius of 1,960.08 FEET an arc distance of 121.18 feet (chord of North 2 Degrees 20 Minutes 16 Seconds East, 121.16 feet) to the point of tangent; thence North 0 Degrees 34 Minutes 00 Seconds East, 205.77 feet to the point of beginning, according to the survey by the Clayton Engineering Company August, 1997.

PROPERTY DESCRIPTION

Lot 23 of Corporate Square Plat No. 3, according to the plat thereof recorded in Plat Book 188 Page 88 through 90 of the St. Louis County, Missouri, Records

ADJUSTED LOT 23

A tract of land being Lots 21 and 23 of "Corporate Square Plat No. 3", a subdivision in the Southwest Quarter of the Southeast Quarter of Section 36, Township 46 North, Range 5 East, and the Northeast Quarter of Section 1, Township 45 North, Range 5 East, according to the plat thereof recorded in Plat Book 188, Pages 88 of the St. Louis County Records, in the City Of Creve Coeur, St. Louis County, Missouri, being more particularly described as follows: Beginning at a found Concrete monument located on the east right-of-way line of Lindbergh Boulevard, 100 feet wide, said point also being located on the south right-of-way line of Corporate Square Drive, variable width; thence along said south right-of-way line the following courses and distances: South 89 degrees 14 minutes 52 seconds East, 29.79 feet to a found Concrete Monument; North 00 degrees 45 minutes 08 seconds East, 30.00 feet to a found Concrete Monument and South 89 degrees 14 minutes 52 seconds East, 400.00 feet, thence leaving said right-of-way line, continuing South 89 degrees 14 minutes 52 seconds East, 144.75 feet to its intersection with the east line of above said Lot 21; thence along said east line, South 00 degrees 45 minutes 08 seconds West, 356.88 feet to the southeastern corner of said Lot 21; thence along the south line of Lot 21, North 89 degrees 14 minutes 52 seconds West, 268.19 feet to the northeastern corner of Lot 23; thence along the eastern lines of said Lot 23 the following courses and distances: South 00 degrees 45 minutes 00 seconds West, 192.64 feet; South 89 degrees 15 minutes 00 seconds East, 75.55 feet and South 00 degrees 46 minutes 58 seconds West, 300.07 feet a found iron pipe located on to the north right-of-line of Woodfield Lane, said point also being located on a curve to the left having a radius of 49.00 feet; then along said right-of-way line with an arc length of 99.92 feet and a chord which bears South 32 degrees 25 minutes 21 seconds West, 83.48 feet to its intersection with the south line of above said Lot 23; thence along said south line, South 63 degrees 57 minutes 18 seconds West, 38.63 feet to the southeast corner of Lot 25 of above said Corporate Square Plat No. 3; thence along the east line of said Lot 25, North 00 degrees 48 minutes 30 seconds East, 219.00 feet to the northeast corner of thereof; thence along the common line between Lots 23 and 25, North 89 degrees 11 minutes 30 seconds West, 362.32 feet to a concrete monument located on the eastern right-of-way line of above said Lindbergh Boulevard, said point also being located on a non-tangential curve to the left having a radius of 1,960.08 feet; thence along said right-of-way line and curve an arc length of 515.87 feet and a chord which bears North 07 degrees 21 minutes 58 seconds East, 514.38 feet and North 00 degrees 34 minutes 08 seconds East, 177.75 feet to the POINT OF BEGINNING.

Containing 349.971 square feet or 8.034 acres, more or less

PROPOSED RIGHT-OF-WAY DEDICATION

A tract of land being part of Lot 21 of "Corporate Square Plat No. 3", a subdivision in the Southwest Quarter of the Southeast Quarter of Section 36, Township 46 North, Range 5 East, and the Northeast Quarter of Section 1, Township 45 North, Range 5 East, according to the plat thereof recorded in Plat Book 188, Pages 88 of the St. Louis County Records, in the City Of Creve Coeur, St. Louis County, Missouri, being more particularly described as follows:

Commencing at a found Concrete monument located on the east right-of-way line of Lindbergh Boulevard, 100 feet wide, said point also being located on the south right-of-way line of Corporate Square Drive, variable width; thence along said south right-of-way line the following courses and distances: South 89 degrees 14 minutes 52 seconds East, 29.79 feet to a found Concrete Monument; North 00 degrees 45 minutes 08 seconds East, 30.00 feet to a found Concrete Monument and South 89 degrees 14 minutes 52 seconds East, 400.00 feet to the POINT OF BEGINNING of the herein described tract of land; thence continuing along said right-of-line the following courses and distances: North 00 degrees 45 minutes 08 seconds East, 10.00 feet; South 89 degrees 14 minutes 52 seconds East, 89.75 feet to a point of curvature to the right having a radius of 300.00 feet and an arc length of 55.31 feet to the eastern line of above said Lot 23; thence along said eastern line, South 00 degrees 45 minutes 09 seconds West, 4.92 feet; thence departing said eastern line, North 89 degrees 14 minutes 52 seconds West, a distance of 144.75 feet to the POINT OF BEGINNING.

Containing 1,355 square feet or 0.031 acres, more or less.

SITE DATA:

ZONING CLASSIFICATION: GC (GENERAL COMMERCIAL DISTRICT)

DEVELOPMENT AREA

8.065 Acres (351,311 Sq. Ft.)

BUILDING USE

NEW CAR DEALERSHIP

F.A.R. (FLOOR AREA RATIO):

53,134 Sq. Ft.
351,311 Sq. Ft. = 0.15 FAR

(MAXIMUM ALLOWED BY ZONING = 0.40)

SITE COVERAGE:

69.6% [5.61 Ac. - BASED ON 8.065 Ac]
[5.52 Ac. w/ DEFERRED PARKING] = 68.5% COVERAGE
[4.68 Ac. IF GREEN ROOF ALLOCATED AS PERVIOUS] = 58.0% COVERAGE

(MAXIMUM SITE COVERAGE = 63%)
(MAXIMUM SITE COVERAGE = 70% w/ BONUSES)

SERVICE BAYS (405.470 A.11)

ALLOWED = 1 BAY/5,000 Sq. Ft. OF LAND AREA
= (8.034 Ac. * 43,560 Sq. Ft.)/5,000 Sq. Ft. = 69 BAYS

PROPOSED = 40 BAYS < 69 BAYS [OK]

SITE BONUSES:

- EXTENSIVE VEGATED (GREEN ROOF)
- CREATION OF 'LOW PROFILE' PRAIRIE ALONG LINDBERGH BOULEVARD & SOUTH PROPERTY BOUNDARY
- RENOVATION & ENHANCEMENT OF CORPORATE SQUARE DRIVE LANDSCAPE MEDIAN

PARKING REQUIREMENTS:

1 SPACE/250 Sq. Ft. OF SHOWROOM FLOOR AREA
= (3,262 Sq. Ft.)/250 Sq. Ft. = 13 SPACES

3 SPACES/SERVICE BAY
= (40 SERVICE BAYS)/(3) = 120 SPACES

1 SPACE/1,250 Sq. Ft. OF TOTAL AGGREGATE BUILDING AREA
= (63,134 Sq. Ft.)/1,250 Sq. Ft. = 43 SPACES

TOTAL PARKING REQUIRED = 176 SPACES

ACCESSIBLE PARKING REQUIREMENTS (CALCULATED FROM REQUIRED PARKING):

6 SPACES; 2 OF WHICH SHALL BE LIFT VAN ACCESSIBLE

PARKING PROVIDED:

465 SPACES (22 SPACES DEFERRED FOR POTENTIAL FUTURE LEXUS NEEDS)
- TOTAL SPACES, INCLUDING DEFERRED = 487

ACCESSIBLE PARKING PROVIDED:

6 SPACES (2 OF WHICH ARE LIFT VAN ACCESSIBLE)

LOADING SPACE REQUIREMENTS:

1 LOADING SPACE (12'w X 35')

LOADING SPACE PROVIDED = 1 SPACES

SITE LIGHTING:

SEE SITE LIGHTING & PHOTOMETRIC PLAN

24' MAX HEIGHT

FIXTURES TO BE DOWNCAST, CUTOFF AT
73° FROM VERTICAL AND FULLY SHIELDED

BUILDING HEIGHT:

MAX ALLOWABLE BUILDING HEIGHT = 45.0'

PROPOSED BUILDING HEIGHT = 30.0'

SITE LANDSCAPING:

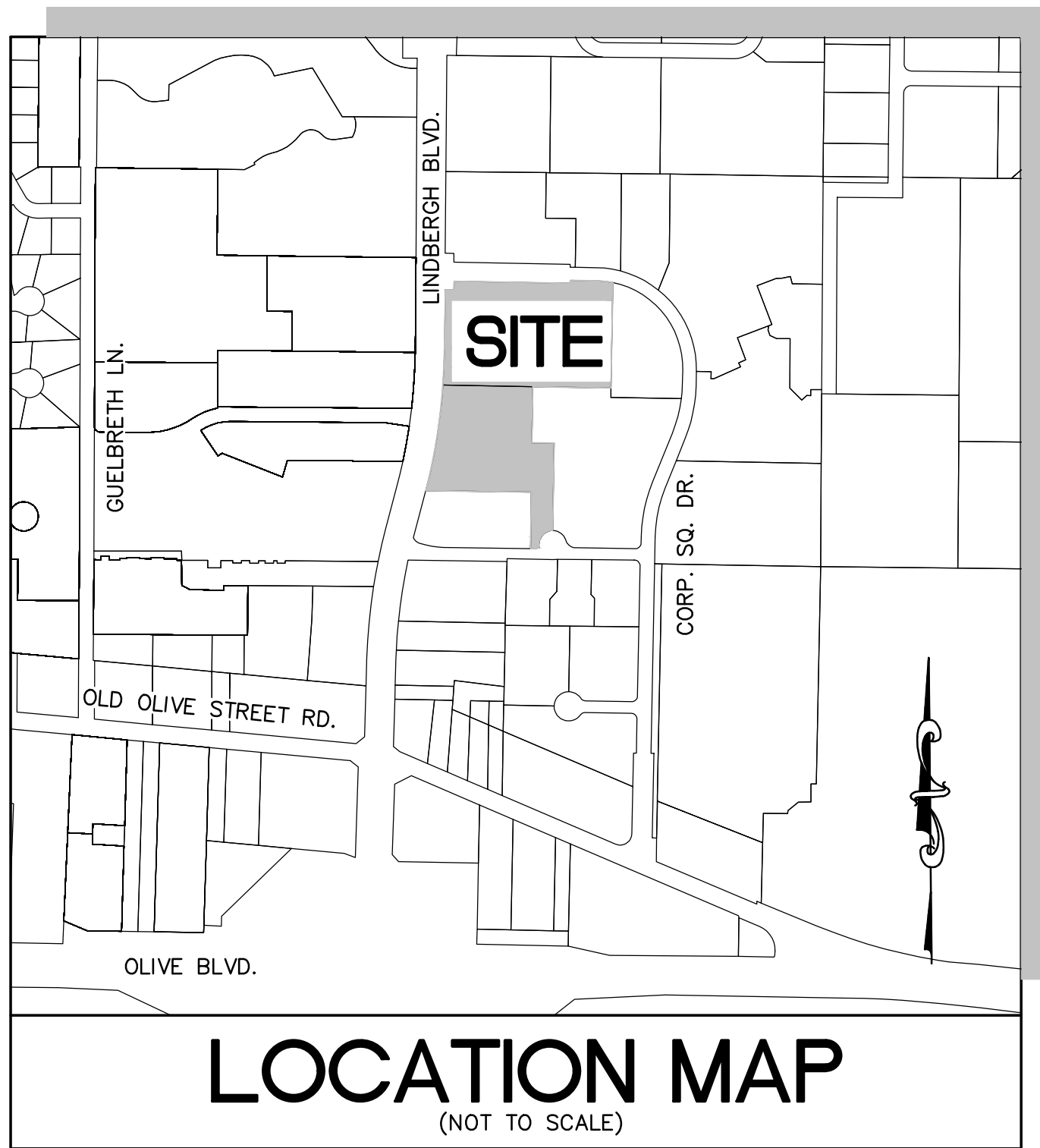
SEE LANDSCAPE PLAN

STORMWATER DETENTION, CHANNEL PROTECTION & WATER QUALITY:

STORMWATER MANAGEMENT PER M.S.D. & CITY REGULATIONS

SITE DEVELOPMENT PLAN SPIRIT LEXUS

A TRACT OF LAND BEING LOT 21 AND 23 OF CORPORATE SQUARE PLAT NO. 3
AS RECORDED IN PLAT BOOK 188, PAGES 88-90 AND BEING
LOCATED IN S.W. 1/4 OF THE S.E. 1/4 OF SECTION 36,
TOWNSHIP 46 NORTH, RANGE 5 EAST OF THE 5TH PRINCIPAL MERIDIAN
CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI



PERTINENT DATA:

SITE ACREAGE = 8.065 Ac.
10176 CORPORATE SQUARE DR. = 4.717 Ac.
1100 LINDBERGH BLVD. = 3.348 Ac.
RW DEDICATION = 0.031 Ac.
PROJECT AREA = 8.034 Ac.

OWNER UNDER = SPIRIT LEX RE LLC
LOCATOR No. = 16M210123, 16M210301
ZONING = 'GC' GENERAL COMMERCIAL
FIRE DISTRICT = CREVE COEUR FIRE DISTRICT
SCHOOL DISTRICT = PATTONVILLE
SEWER DISTRICT = METROPOLITAN SEWER DISTRICT
WATER SERVICE = MISSOURI-AMERICAN WATER CO
GAS SERVICE = SPIRE
ELECTRIC SERVICE = AMEREN UE ELECTRIC
PHONE SERVICE = AT&T
ZIP CODE = 63132

GENERAL NOTES:
1) Subject property is Zoned "GC" General Commercial District

Minimum front yard. No building or structure shall be located closer than ten (10) feet from a public right-of-way. In the event that parking is to be located in front of a building or structure, said building or structure shall be set back a minimum of fifty (50) feet from the right-of-way. The provisions of Section 405.240 shall prevail where applicable on major streets and highways. In every instance, the first ten (10) feet of the front yard setback from the right-of-way shall be provided with and maintained with sidewalks, unless improved sidewalks exist in the abutting public right-of-way, and with landscaping including, but not limited to, deciduous street trees at regular intervals.

Minimum side yard. Twelve (12) feet.

Minimum rear yard. Twenty (20) feet.

Maximum structure height. No building or structure shall exceed three (3) stories or forty-five (45) feet.

Provisions of Section 405.240
Setback Requirements On Certain Streets And Rights-Of-Way.

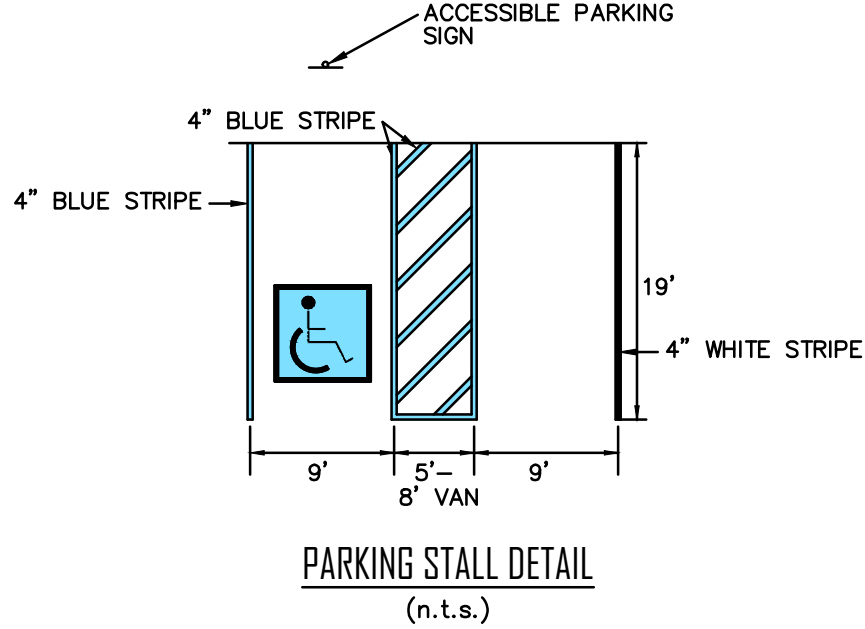
No building or structure shall be located further from a major street or highway in the City of Creve Coeur than provided for by the standards specified below:

Arterial street or highway (Balas Road, Lindbergh Boulevard and Olive Boulevard): Forty (40) feet setback from the centerline of said arterial street or highway plus the permitted setback distance established in the zoning district. The Planning and Zoning Commission may increase the distance measured from the centerline of an arterial street or highway to ensure a consistent right-of-way along such a thoroughfare or if a road expansion is projected in an adopted land use plan.

2) Subject property lies within Flood Zone X (Area of minimal flood hazard) according to the National Flood Insurance Rate Map Number 29189C0192K with and effective date of 02/04/2015.

3) Utilities shown hereon are shown from record and/or survey information. Any location, size and type information should be considered as approximate only. It is the Contractors responsibility to call Dig-Rite to verify utility locations.

4) The subject property(ies) described in the above commitment are contiguous to each other and the adjoining properties, without any gaps, gores or overlaps.

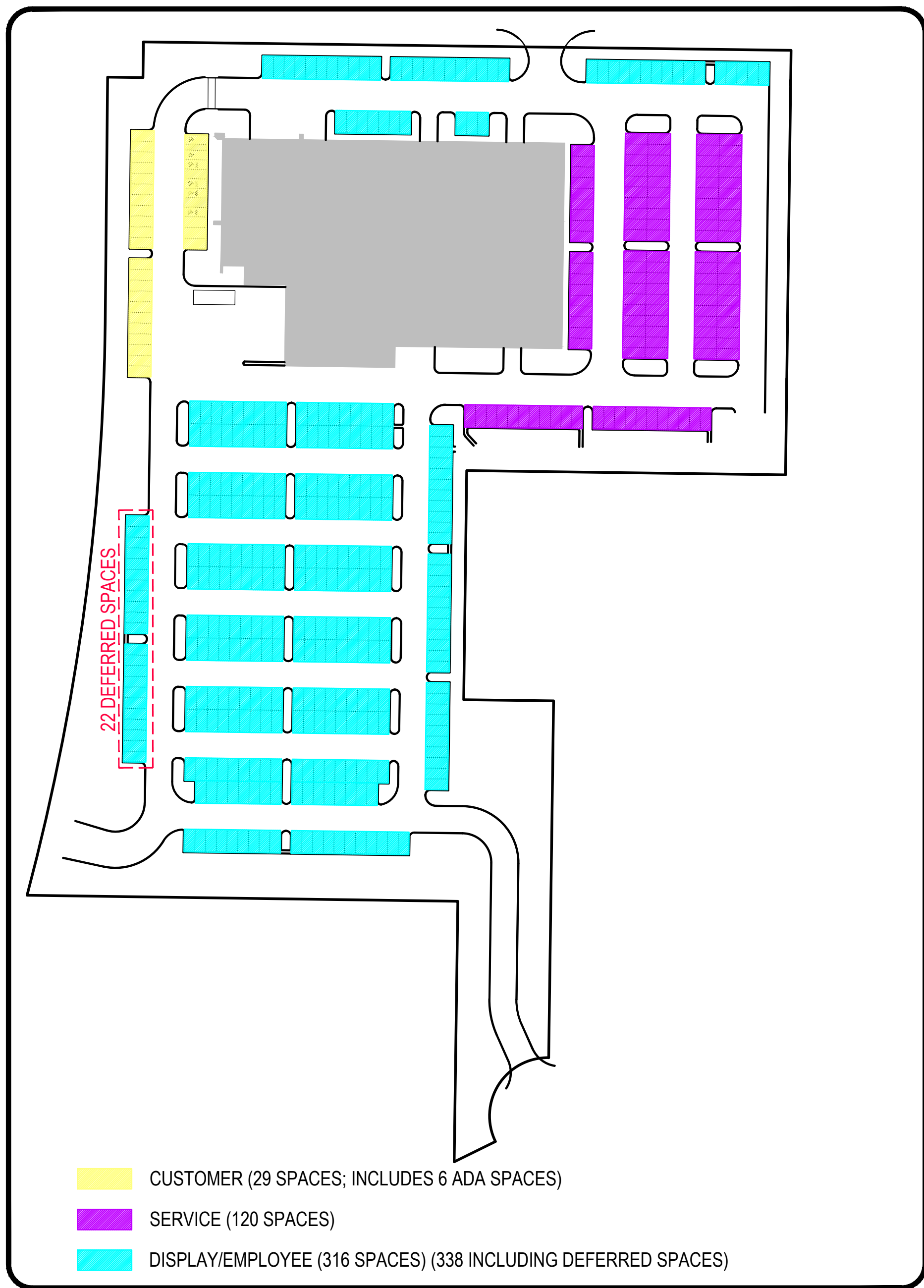


MISSOURI ONE-CALL: 1-800-344-7483
ST. LOUIS COUNTY: (314) 615-0215
SIGNALS & LIGHTING:

UTILITY NOTE:
UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS, RECORDS AND INFORMATION, AND, THEREFORE DO NOT NECESSARILY REFLECT THE ACTUAL EXISTENCE, NON-EXISTENCE, SIZE, TYPE, NUMBER, OR LOCATION OF THESE FACILITIES, STRUCTURES AND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACTUAL LOCATION OF ALL UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES, EITHER SHOWN OR NOT SHOWN ON THESE PLANS. THE UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES SHALL BE LOCATED IN THE FIELD PRIOR TO ANY GRADING, EXCAVATION OR CONSTRUCTION OF IMPROVEMENTS. THESE PROVISIONS SHALL IN NO WAY ABSOLVE ANY PARTY FROM COMPLYING WITH THE UNDERGROUND FACILITY SAFETY AND DAMAGE PREVENTION ACT, CHAPTER 319 RSMo.

SHEET INDEX

- | | |
|-------|--------------------------|
| C1.0 | TITLE SHEET |
| C2.0 | EXISTING CONDITIONS PLAN |
| C3.0 | SITE DEVELOPMENT PLAN |
| C4.0 | SITE SECTIONS |
| L1.0 | TREE CENSUS |
| CL1.0 | CONCEPT LANDSCAPE PLAN |
| E603 | SITE LIGHTING PHOTOMETRY |
| E604 | SITE LIGHTING DETAILS |
| A1-1 | 1st FLOOR PLAN |
| A1-2 | 2nd FLOOR PLAN |
| A4-1 | ELEVATIONS |
| A3-1 | ROOF PLAN |
| A1-13 | DUMPSTER ENCLOSURE PLAN |
| | ARCHITECTURAL RENDERING |



PARKING PLAN

ST. LOUIS COUNTY BENCHMARK

BENCHMARK # 2020 N14D08 Elev = 458.47
"Standard 100m" stamped 11-74 S.L.C. on northeast
abutment of bridge #215, at 185' north of centerline of
drive at #1678 Creve Coeur Mill Road.

SITE BENCHMARK

ELEV=487.88

FND. IRON ROD AT THE S.E. CORNER OF LOT 21

DISCLAIMER:
STOCK AND ASSOCIATES CONSULTING ENGINEERS, INC. AND THE UNDERSIGNED ENGINEER HAVE NO RESPONSIBILITY FOR SERVICES PROVIDED BY OTHERS TO IMPLEMENT THE IMPROVEMENTS SHOWN ON THIS PLAN AND ALL OTHER DRAWINGS WHERE THE UNDERSIGNED ENGINEER'S SEAL APPEARS. THE CONSTRUCTION MEANS AND METHODS ARE THE SOLE RESPONSIBILITY OF THE OWNER AND CONTRACTOR. STOCK AND ASSOCIATES CONSULTING ENGINEERS, INC. HAS NO RESPONSIBILITY TO VERIFY FINAL IMPROVEMENTS AS SHOWN ON THIS PLAN UNLESS SPECIFICALLY ENGAGED AND AUTHORIZED TO DO SO BY THE OWNER OR CONTRACTOR.

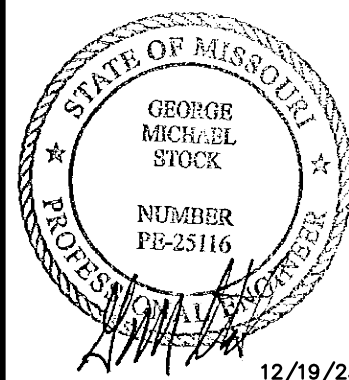
PREPARED BY:

STOCK & ASSOCIATES
Consulting Engineers, Inc.

SITE DEVELOPMENT PLAN FOR:

SPIRIT LEXUS

10176 CORPORATE SQUARE DRIVE & 1100 N. LINDBERGH
CREVE COEUR, MO



12/19/23

GEORGE M. STOCK E-25116
J.E.B. STOCK
CERTIFICATE OF AUTHORITY
NUMBER: 000996

REVISIONS:

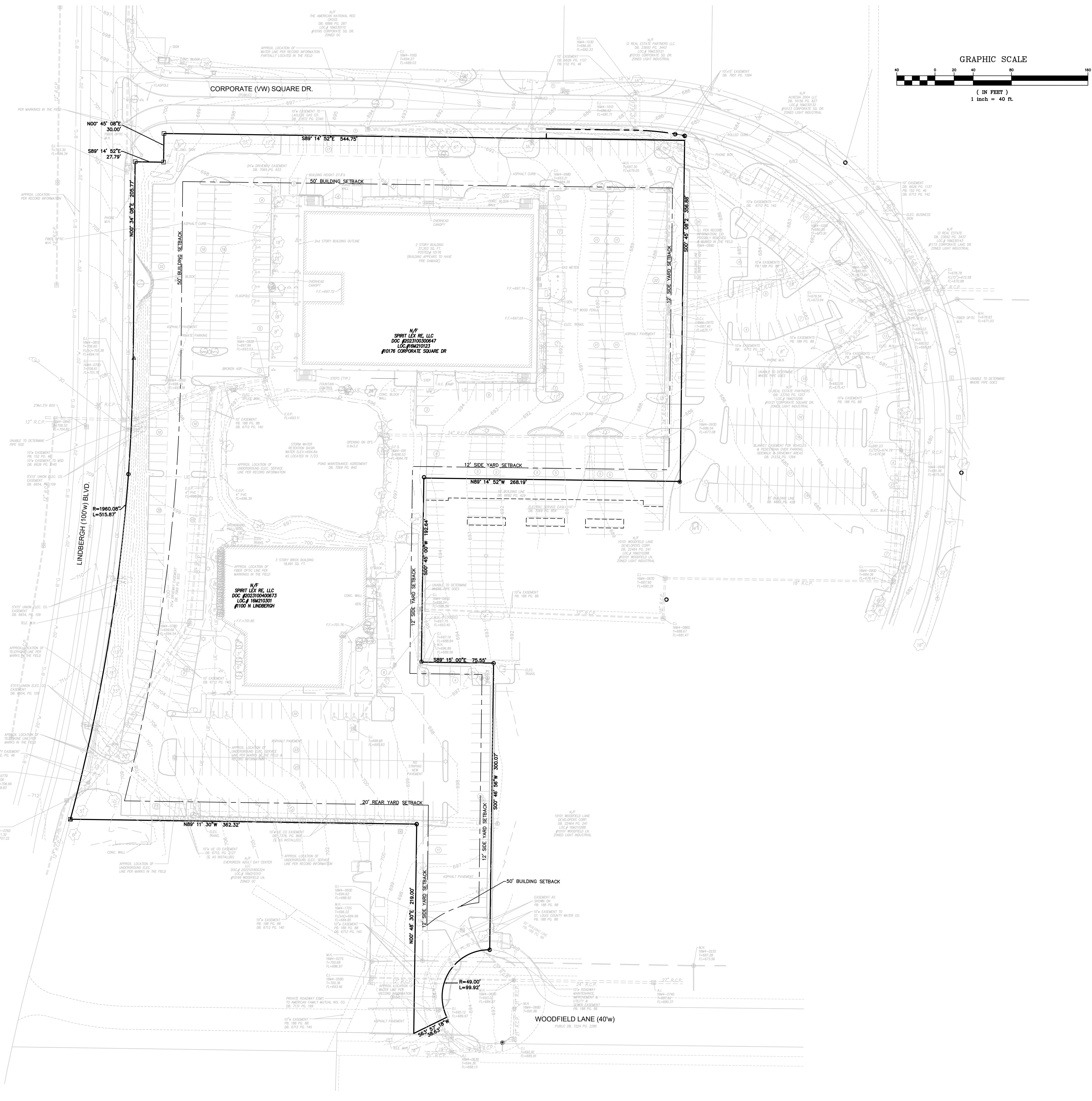
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2. REVISED FOR DEFERRED PARKING 12/19/23

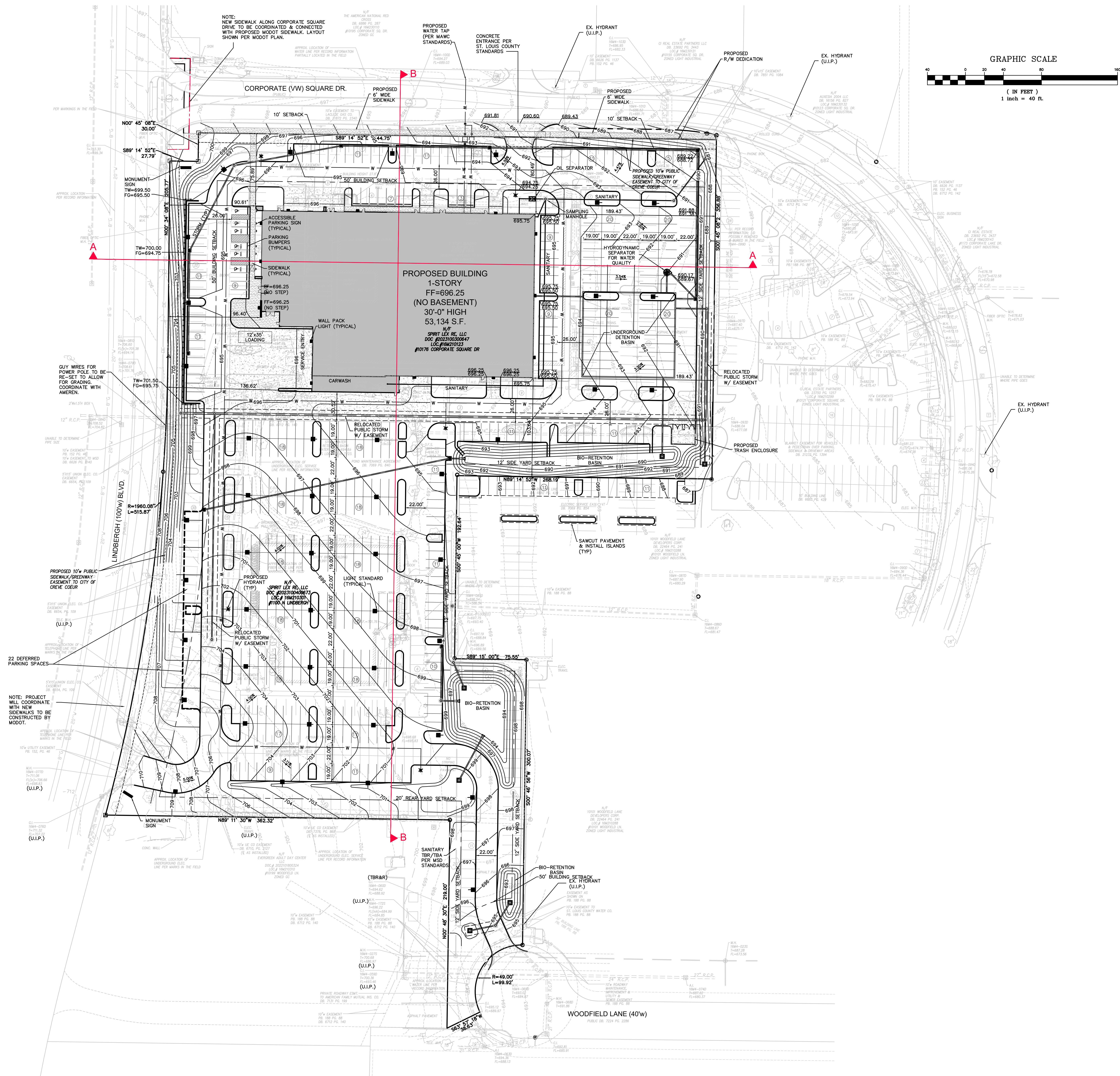
DRAWN BY: J.E.B.	CHECKED BY: G.M.S.
DATE: 10/19/23	JOB NO: 223-7439.1
K.S.D. 230NCPB-00076	BASE MAP: 16M
S.L.C. HAT # N/A	HAT S.U.P. # N/A
M.D.N.R. # MD-XXXXXXX	

SHEET TITLE

TITLE SHEET

SHEET NO: C1.0

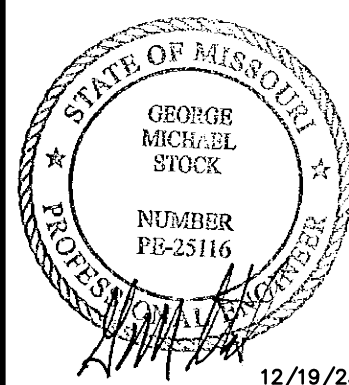




PREPARED BY:

SITE DEVELOPMENT PLAN FOR:

10176 CORPORATE SQUARE DRIVE & 1100 N. LINDBERGH
CREVE COEUR, MO



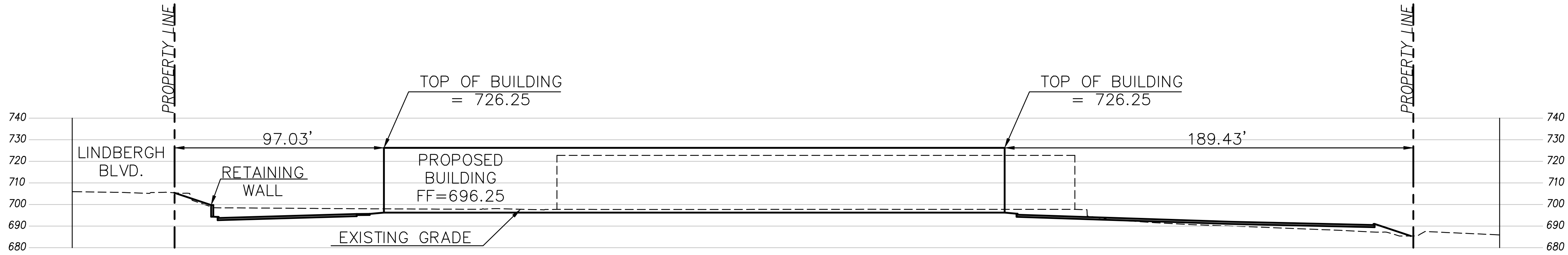
GEORGE M. STOCK E-25116
CIVIL ENGINEER
CERTIFICATE OF AUTHORITY
NUMBER: 000996

- | | |
|----|---------------------------------------|
| 1. | REVISED PER CITY COMMENTS 11/13/23 |
| 2. | REVISED FOR DEFERRED PARKING 12/19/23 |

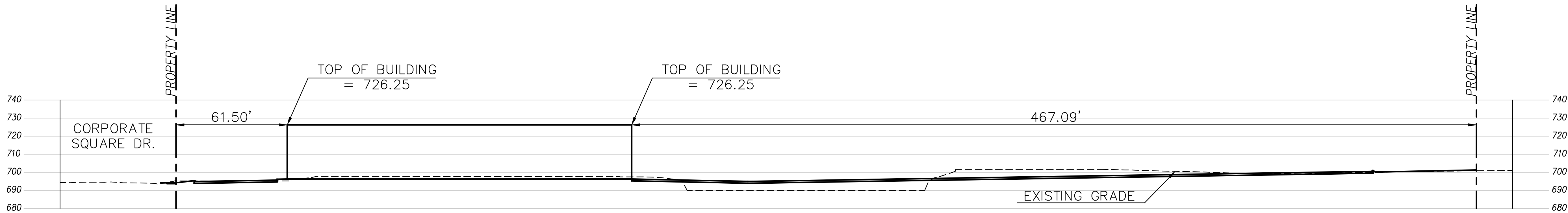
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DATE: 10/19/23	JOB NO: 223-7439.
M.S.D.: 23CNCBPB-00076	BASE MAP #: 16M
S.L.C. H&T #: N/A	H&T S.U.P. # N/A

SITE DEVELOPMENT PLAN

SHEET NO.: C3.0



SECTION A-A
HORIZONTAL SCALE: 1" = 30'
VERTICAL SCALE: 1" = 30'



SECTION B-B
HORIZONTAL SCALE: 1" = 30'
VERTICAL SCALE: 1" = 30'

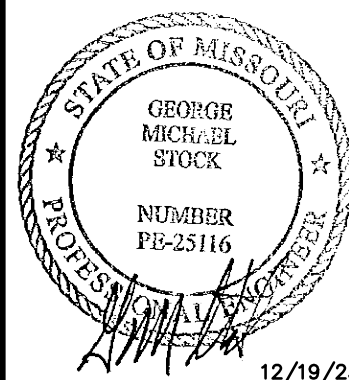
PREPARED BY:

STOCK & ASSOCIATES
Consulting Engineers, Inc.
257 Chesterfield Business Parkway
St. Louis, MO 63005 PH: (636) 530-9300
FAX: (636) 530-9303
e-mail: general@stockassoc.com
Web: www.stockassoc.com

SITE DEVELOPMENT PLAN FOR:

SPIRIT LEXUS

10176 CORPORATE SQUARE DRIVE & 1100 N. LINDBERGH
CREVE COEUR, MO



12/19/23
GEORGE M. STOCK E-25116
CIVIL ENGINEER
CERTIFICATE OF AUTHORITY
NUMBER: 000996

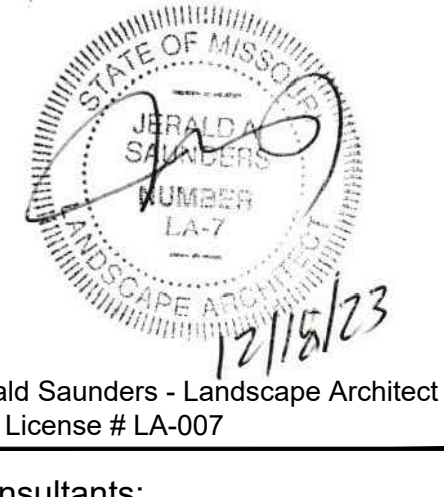
REVISIONS:

1. REVISED PER CITY COMMENTS 11/13/23
2. REVISED FOR DEFERRED PARKING 12/19/23

DRAWN BY: J.E.B.	CHECKED BY: G.M.S.
DATE: 10/19/23	JOB NO: 223-7439.1
K.S.D. 230NCPB-00076	BASE MAP: 16M
S.L.C. HAT # N/A	HAT SUP. # N/A
M.D.N.R. # MO-XXXXXXX	

SITE SECTIONS

SHEET NO:
C4.0



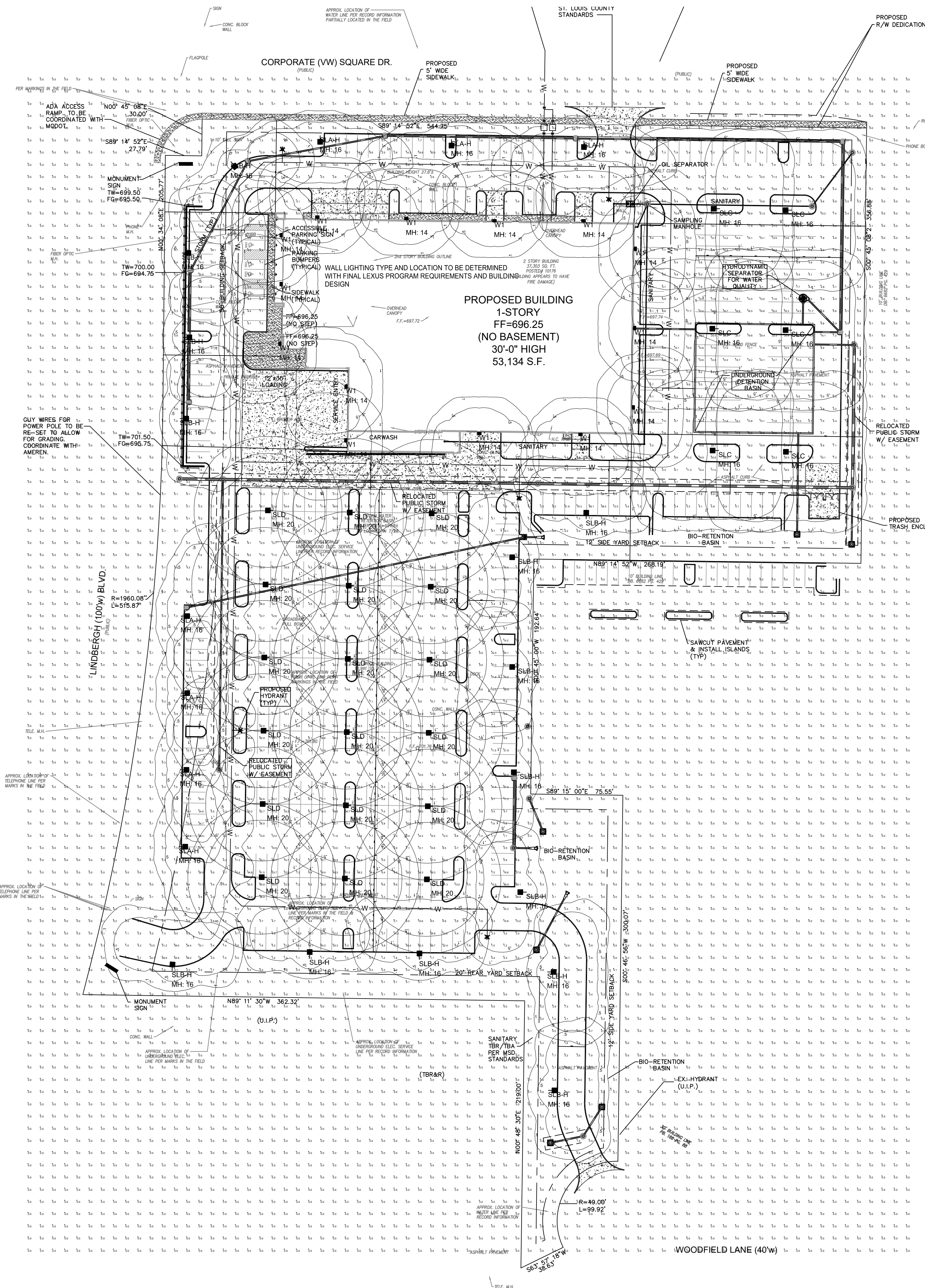
Consultants:

Tree Condition Rating	
Excellent	4
Good	3
Fair	2
Poor	1
Dead	0

- 1) Survey limit of disturbance.
- 2) Perform root pruning.
- 3) Install tree protection fencing.
- 4) Post tree protection signage on fence (No signs will be posted on trees).
- 5) Maintain tree protection area as an off-limits zone.

Sheet Title:	Tree Census
Sheet No:	L1.0
Date:	10/13/23
Job #:	813.113

10176 Corporate Square Drive & 1100 North Lindbergh Boulevard
Creve Couer, Missouri

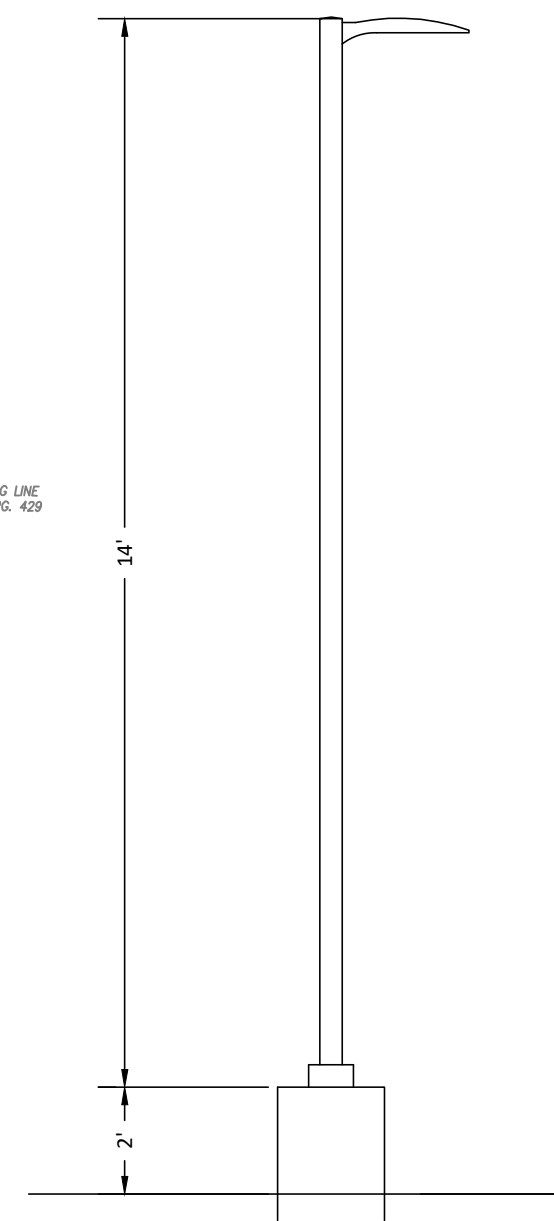


SITE LIGHTING NOTES:

1. LIGHT POLES ARE 14" TALL MOUNTED ON BASES 2' ABOVE GRADE. OVERALL MOUNTING HEIGHT OF POLE LIGHTS WILL BE 16' A.F.G.
2. WALL MOUNTED LIGHTING IS 14" ABOVE FINISH FLOOR. FINAL LOCATIONS T.B.D.
3. FOOTCANDLE VALUES ARE INITIAL (FULL OUTPUT) AND CALCULATED 3'-0" A.F.G.
4. ALL LIGHT FIXTURES ARE FULL CUT-OFF WITH FORTYSEVEN AND ZERO LIGHT EMITTED ABOVE 90 DEGREES NADIR.
5. ALL PERIMETER LIGHT FIXTURES HAVE INTERNAL LOUVERED GLARE SHIELDS.

LIGHTING CONTROLS:

- SEE SHEET E604
- A. EACH LIGHT FIXTURE IS EQUIPPED WITH A PROGRAMMABLE SENSOR.
 - B. MOTIONS SENSORS WILL BE LOCATED IN SEVERAL LOCATIONS AROUND THE SITE TO INCREASE LIGHT LEVELS IN GROUPS BASED ON CUSTOMER DEMAND.
 - C. LIGHT FIXTURE SENSORS WILL BE SET TO 25% DIMMED LEVEL DURING NORMAL HOURS AND INCREASE TO 100% POWER AFTER MOTION IS SENSED.
 - D. PHOTO SENSOR AND SCHEDULE WILL DETERMINE TIME ON AND OFF.



Pole Elevations

not to scale

POLE MOUNTED LIGHTS

TECHLIGHT
INNOVATION IN ILLUMINATION

Catalog Number: LSMT 4 C 80L OPTIC 1 COLOR PC7 (S213 PERIMETER)

Project: Lexus of Creve Coeur

Type: ALL

FEATURES & SPECIFICATIONS

APPLICATION – The high lumen output luminaire is designed to be a replacement for HD fixtures up to 1500W. It is optimal for lighting applications where long life, low maintenance, and consistent color rendering is required. Areas with limited accessibility due to future location or where heavy pedestrian or vehicle traffic makes maintenance difficult are ideal applications. The high wattage/lumen output allows the fixture to be used for parking, restaurant, quick service, shopping centers or sports lighting applications.

CONSTRUCTION – The heavy duty housing is constructed of die cast aluminum with heat dissipating fins. The optical assemblies are sealed in place using a silicone gasket for weather tight protection. Modular LED system for ease of maintenance. ETL listed for wet locations (IP65). Additional IP65 rating available upon request. Fixture can accommodate advanced wireless control, management and reporting systems for outdoor lighting.

FINISH – A corrosion-resistant epoxy coat layer that forms a uniform and all-encompassing protective barrier is applied to the fixture prior to electrostatically applying a super durable polyester powder coat finish. Standard colors available: Black, Bronze, US Green, White. Custom colors available upon request.

OPTICAL SYSTEM – Made with a state of the art UV stabilized acrylic high performance reflective optical assemblies that use high transmittance materials to achieve precise photometric distributions. Available in Type I, II, III, IV, V Automotive, Automotive Frontline Wide, V, Tense, V Narrow, V Medium and V Wide beam configurations. Optics may be ordered rotated 90 degrees for perimeter lighting or walkway applications (optics are not field installable). The full cut off fixture is Star Light Friendly (lenses or exceeds Dark Sky requirements) in the horizontal position.

ELECTRICAL SYSTEM – Available in up to a 6 module LED system in 5000K-70 CRI Cool White (+/- 500K), 4000K-70 CRI Neutral White or 3000K-70 CRI Warm White color temperatures. Consult factory for high CRI (90+) mode availability. Available with 100-300V 50/60Hz or 24V-480V LEDV rated for over 50,000 hours at 25°C ambient temperature. 0-10V dimming. Built-in surge protection up to 10 kV. Built-in

ORDERING INFORMATION

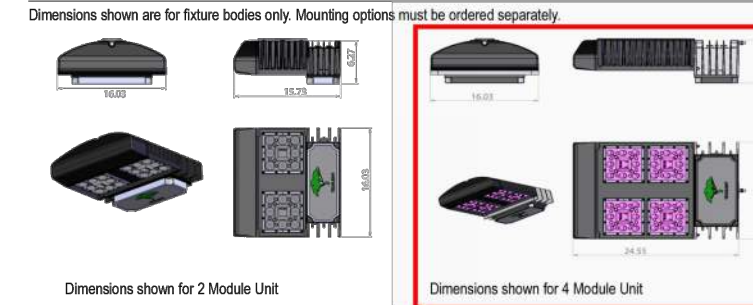
Choose the bold face options for the appropriate luminaire configuration for your application and enter on the line above each feature attribute. Accessories may be factory installed, depending on the particular accessory chosen, but still be ordered as a separate line item.

LSMT	4	C	80L	SEE PLAN	VOLTAGE	NA	VERIFY
SERIES	MODULE UNIT	COLOR TEMP	NOMINAL LUMENS**	DETAILS**	OPTIC R/ATION	FINISH	FACTORY INSTALLED OPTIONS
4	W Warm White (3000K)	23K = 23,000 Lumens	23K = 23,000 Lumens	PAW = Precision Aiming	1 = Medium	BZ = Bronze	BTEC = Integrated Bluetooth Control
4	M Medium White (4000K)	28K = 28,000 Lumens	28K = 28,000 Lumens	1 = Medium	1 = Medium	BK = Black	Module Casambi Ready Mesh Network
4	C Cool White (5000K)	33K = 33,000 Lumens	33K = 33,000 Lumens	1 = Medium	1 = Medium	GR = US Green	PC2 = 480V Twist-Lock Protocol
4	W Warm White (3000K)	38K = 38,000 Lumens	38K = 38,000 Lumens	1 = Medium	1 = Medium	WH = White	PC6* = Multi-Tap (105-285V) Twist-Lock Protocol
4	M Medium White (4000K)	43K = 43,000 Lumens	43K = 43,000 Lumens	1 = Medium	1 = Medium	SP = Special	PC7** = 7 Pin Twist-Lock Protocol
4	C Cool White (5000K)	48K = 48,000 Lumens	48K = 48,000 Lumens	1 = Medium	1 = Medium		Receptacle ANSI C136.41 and Receptacle Shunting Cap
4	W Warm White (3000K)	53K = 53,000 Lumens	53K = 53,000 Lumens	1 = Medium	1 = Medium		IP66 = Additional IP66 Fixture Rating
4	M Medium White (4000K)	58K = 58,000 Lumens	58K = 58,000 Lumens	1 = Medium	1 = Medium		(IMS) TLWSPSP-211* = Fixture Mount Passive Infrared Motion Sensor (IMS Lenses Below, Ordered Separately)
4	C Cool White (5000K)	63K = 63,000 Lumens	63K = 63,000 Lumens	1 = Medium	1 = Medium		TLWSPSP-L3* = 360° lens, maximum coverage 47° diameter from 20' height (IMS)
4	W Warm White (3000K)	68K = 68,000 Lumens	68K = 68,000 Lumens	1 = Medium	1 = Medium		TLWSPSP-L7* = 360° lens, maximum coverage 100° diameter from 47' height (IMS)
4	M Medium White (4000K)	73K = 73,000 Lumens	73K = 73,000 Lumens	1 = Medium	1 = Medium		HOEB** = Battery Back Up
4	C Cool White (5000K)	78K = 78,000 Lumens	78K = 78,000 Lumens	1 = Medium	1 = Medium		
4	W Warm White (3000K)	83K = 83,000 Lumens	83K = 83,000 Lumens	1 = Medium	1 = Medium		
4	M Medium White (4000K)	88K = 88,000 Lumens	88K = 88,000 Lumens	1 = Medium	1 = Medium		
4	C Cool White (5000K)	93K = 93,000 Lumens	93K = 93,000 Lumens	1 = Medium	1 = Medium		
4	W Warm White (3000K)	98K = 98,000 Lumens	98K = 98,000 Lumens	1 = Medium	1 = Medium		
4	M Medium White (4000K)	103K = 103,000 Lumens	103K = 103,000 Lumens	1 = Medium	1 = Medium		
4	C Cool White (5000K)	108K = 108,000 Lumens	108K = 108,000 Lumens	1 = Medium	1 = Medium		
4	W Warm White (3000K)	113K = 113,000 Lumens	113K = 113,000 Lumens	1 = Medium	1 = Medium		
4	M Medium White (4000K)	118K = 118,000 Lumens	118K = 118,000 Lumens	1 = Medium	1 = Medium		
4	C Cool White (5000K)	123K = 123,000 Lumens	123K = 123,000 Lumens	1 = Medium	1 = Medium		
4	W Warm White (3000K)	128K = 128,000 Lumens	128K = 128,000 Lumens	1 = Medium	1 = Medium		
4	M Medium White (4000K)	133K = 133,000 Lumens	133K = 133,000 Lumens	1 = Medium	1 = Medium		
4	C Cool White (5000K)	138K = 138,000 Lumens	138K = 138,000 Lumens	1 = Medium	1 = Medium		
4	W Warm White (3000K)	143K = 143,000 Lumens	143K = 143,000 Lumens	1 = Medium	1 = Medium		

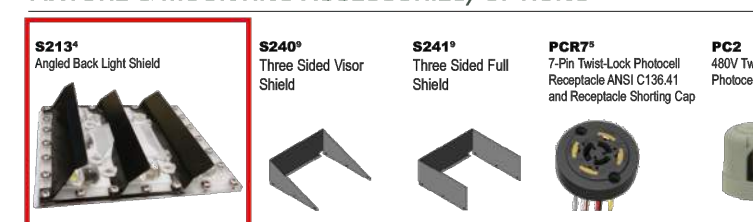
ACCESSORIES (Order as separate line items)

- SDARM-R* Die Cast Decorative Arm Mount (Square Pole, 1.4 EPN)
- SDARM-S* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
- SDARM-L* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
- SDARM-T* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
- SDARM-B* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
- SDARM-W* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
- SDARM-M* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
- SDARM-C* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
- SDARM-H* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
- SDARM-V* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
- SDARM-D* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
- SDARM-U* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
- SDARM-O* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
- SDARM-A* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
- SDARM-I* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
- SDARM-E* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
- SDARM-Q* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
- SDARM-X* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
- SDARM-Y* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
- SDARM-Z* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
- SDARM-1* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
- SDARM-2* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
- SDARM-3* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
- SDARM-4* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
- SDARM-5* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
- SDARM-6* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
- SDARM-7* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
- SDARM-8* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
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- SDARM-10* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
- SDARM-11* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
- SDARM-12* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
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- SDARM-91* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
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- SDARM-97* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
- SDARM-98* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
- SDARM-99* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
- SDARM-100* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)

All dimensions and specifications are subject to change without notice.



FIXTURE & MOUNTING ACCESSORIES/OPTIONS



Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
ALL POINTS	Illuminance	Fc	4.59	94.1	0.0	N.A.	N.A.

Luminaire Schedule	Symbol	Qty	Label	Arrangement	Description	Watts	Total
		7	SLA-H	SINGLE	POLE MOUNT LSMT-4 C-FAW-F-5213 / 620 WATT LED / 14" POLE / AUTOMOTIVE FRONT ROW	620	4340
		14	SLB-H	SINGLE	POLE MOUNT LSMT-4 C-T4-F-5213 / 587 WATT LED / 14" POLE / TYPE IV	587	8218
		6	SLC	SINGLE	POLE MOUNT LSMT-4 C-T5W-F / 587 WATT LED / 14" POLE / TYPE SW	587	3522
		18	SLD	SINGLE	POLE MOUNT LSMT-4 C-T5M-F / 576 WATT LED / 14" POLE / TYPE SW	576	10368
		14	W1	SINGLE	WALL MOUNT LHWWP-1 C-M-T4-1050 / SEE BUILDING PLAN FOR HEIGHTS	108	1512

Site Lighting Photometry

1"=50' (24 x 36) 1"=100' +/- (11 x 17)

LSMT-HO SERIES

Ultra-High Lumen Output Scimitar LED Area Light



Active PFC Function 95% Full Load, LED Power Supply conforms to UL8750 standards. The LSMT-HOEB optional fixture is equipped with an IP67 rated LED Indicator/Text Button and is fully automated for required Life-Safe-Color diagnostic self-testing.

LSMT 7.09' 24.55' x 16.03' 1.4

MOUNTING – The fixture was designed to utilize an innovative die cast decorative arm that allows the fixture to easily mount to almost any existing bolt pattern or new pole. Additional mounting options include a quick mount with 8" straight arm (for use on fixtures with no more than 4 LED modules). Additional mounting options may be available for custom applications.

LISTINGS – LED Power Supply listed for wet locations (IP65), Meets US and Canadian safety standards. -40°C to 50°C ambient operation. RoHS Compliant. Meets or exceeds DLC requirements.

EXAMPLE: LSMT 4 C 80L T5W 1 - BK BTEC

PC7 (S213 AT PERIMETER)

FACTORY INSTALLED OPTIONS

BTEC = Integrated Bluetooth Control

Module Casambi Ready Mesh Network

PC2 = 480V Twist-Lock Protocol

PC6* = Multi-Tap (105-285V) Twist-Lock Protocol

PC7** = 7 Pin Twist-Lock Protocol

Receptacle ANSI C136.41 and Receptacle Shunting Cap

IP66 = Additional IP66 Fixture Rating

(IMS) TLWSPSP-211* = Fixture Mount Passive Infrared Motion Sensor (IMS Lenses Below, Ordered Separately)

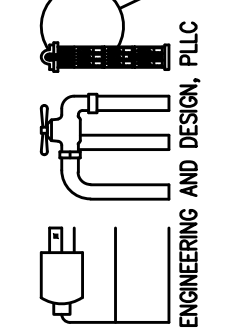
TLWSPSP-L3* = 360° lens, maximum coverage 47° diameter from 20' height (IMS)

TLWSPSP-L7* = 360° lens, maximum coverage 100° diameter from 47' height (IMS)

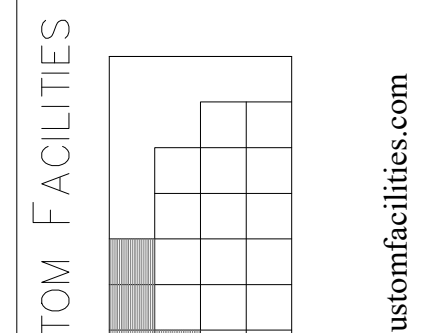
HOEB** = Battery Back Up

RECEIPT: 20230610-11

PO Box 213 (Mailing)
4236 HWY 3530
Annville, KY 40402
Phone (606) 344-7286
Fax (606) 344-3100
E-Mail: info@lexusofcreve.com



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GENERAL CONTRACTORS
DESIGN/BUILD
6296 Rucker Road
Suite C
Indianapolis, IN 46224-4860
TEL 317-259-4038
FAX 317-259-4785



Client Project Information

Lexus of Creve Coeur

Seal

Project 21122
Drawn By: ACV
Checked: EE

Revisions
Mark Date Remarks
10-5-23 REVIEW

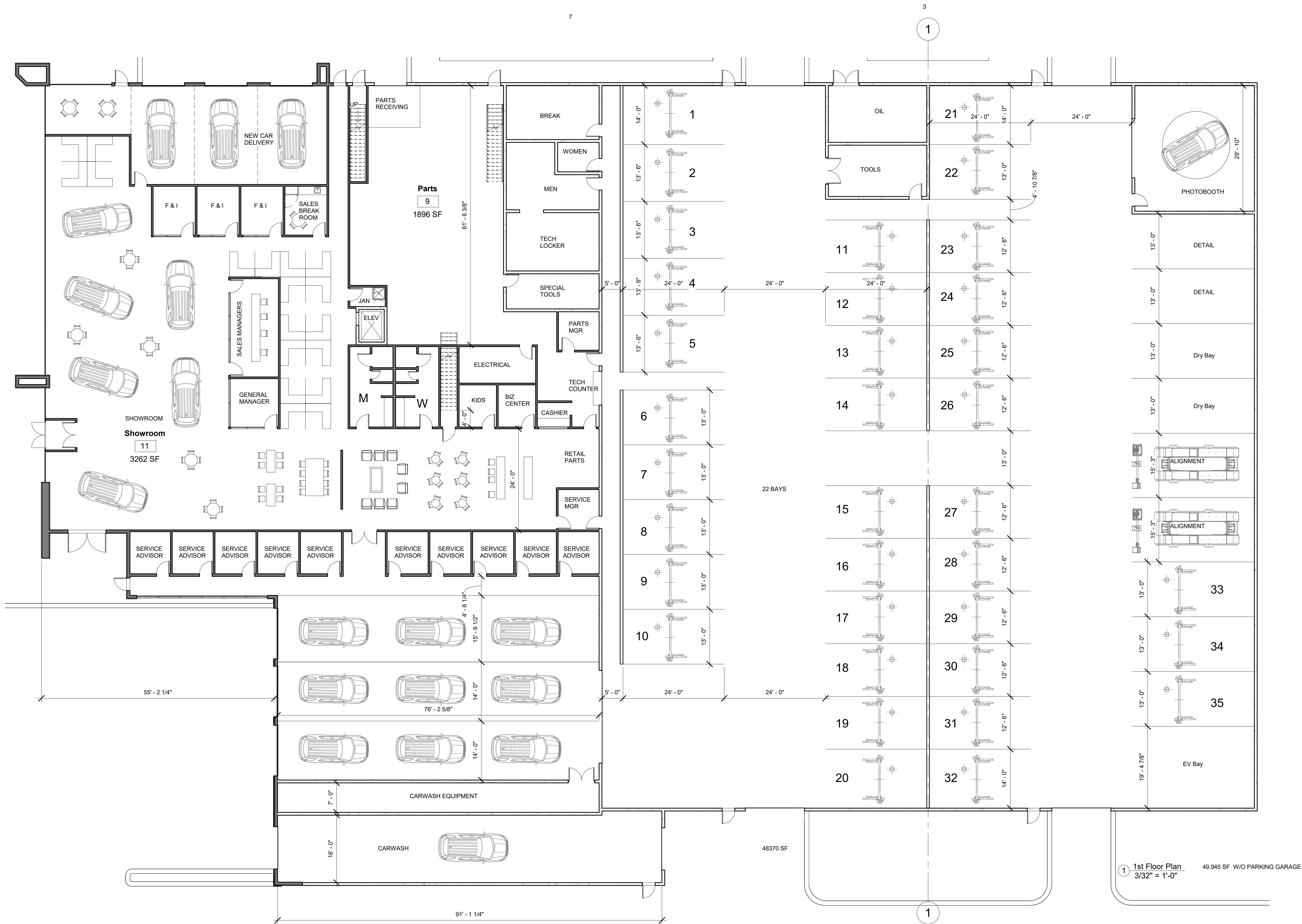
DO NOT SCALE DRAWINGS.

Site Lighting Photometry

E603

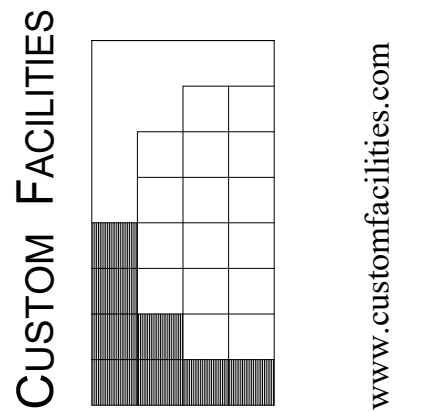
THE ELECTRICAL, MECHANICAL, PLUMBING, STRUCTURAL AND GENERAL CONTRACTORS SHALL COORDINATE THEIR WORK IN REGARDS TO ROUTING OF THEIR TRADES PIPING, CONDUIT, DUCTWORK, ETC. AND MAKE THE ARCHITECT/ENGINEER AWARE OF ANY CONFLICTS PRIOR TO FABRICATING OR INSTALLING ANY WORK.

ALL INSTALLATION SHALL BE ACCOMPLISHED IN A WORKMAN LIKE MANNER AND APPEARANCE.



1 1st Floor Plan 49,945 SF W/O PARKING GARAGE
3/32" = 1'-0"

CONSTRUCTION MANAGERS
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6296 Rucker Road
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Indianapolis, IN
46220-486
TEL 317-259-4038
FAX 317-259-4785



www.customfacilities.com

Client Project Information

Lexus of Creve Coeur

Creve Coeur, Missouri

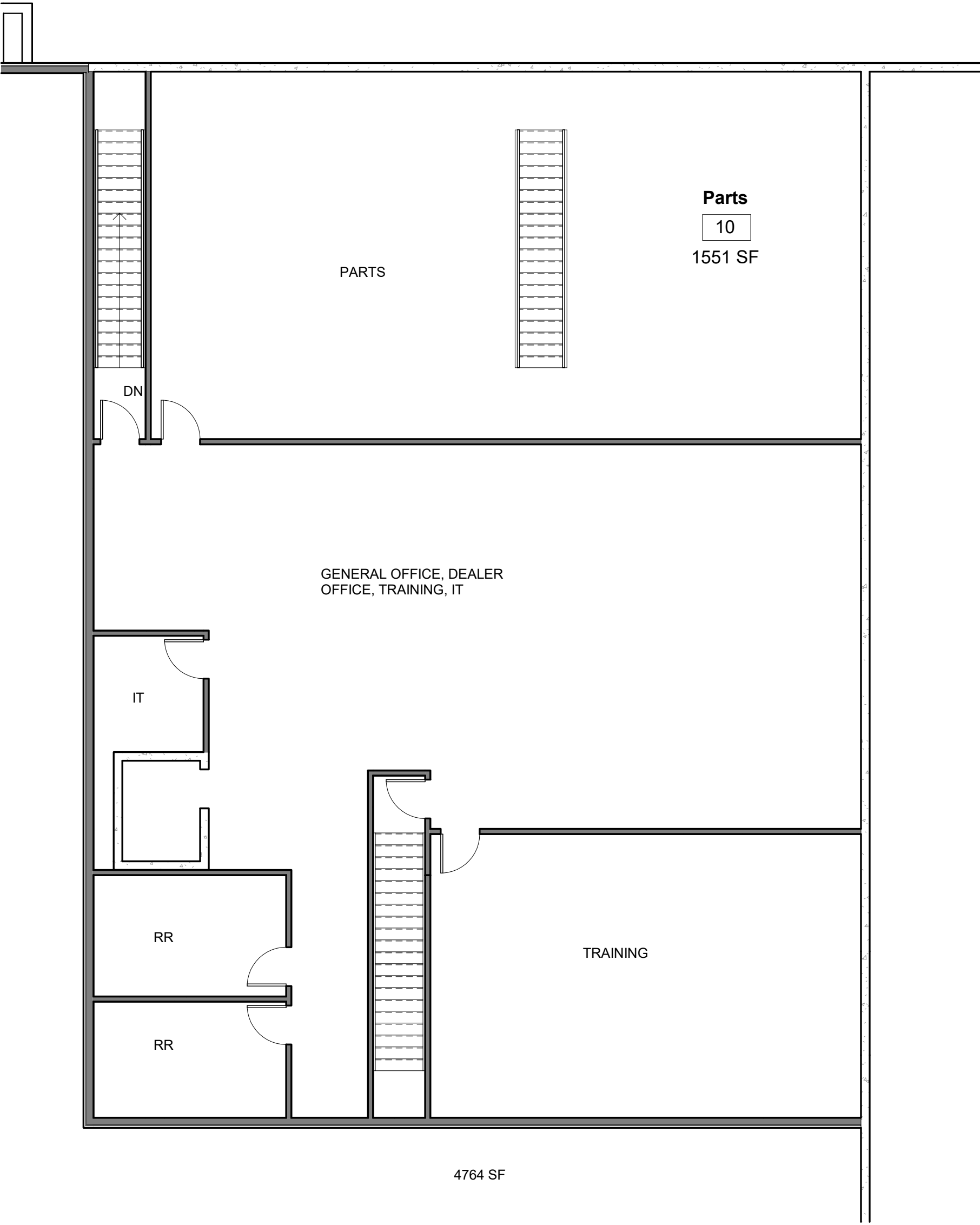
Project 21122
Drawn By: KTM
Checked: KTM

Revision		
Mark	Date	Remark

DO NOT SCALE
Custom Facilities shall be notified immediately should any errors, omissions, discrepancies, inconsistencies be discovered the drawings.

1st Floor Plan

A1-1



1 2nd Floor Plan
1/8" = 1'-0"

Lexus of Creve
Coeur
Creve Coeur, Missouri

Client Project Information

Project 21122
Drawn By: KTM
Checked KTM

Revision		
Mark	Date	Remark

DO NOT SCALE
Custom Facilities shall be notified immediately should any errors, omissions, discrepancies inconsistencies be discovered the drawings.

2nd Floor Plan

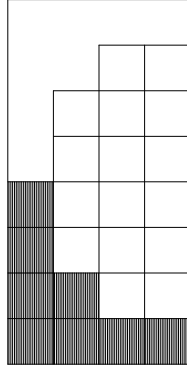
A1-2

CONSTRUCTION MANAGERS
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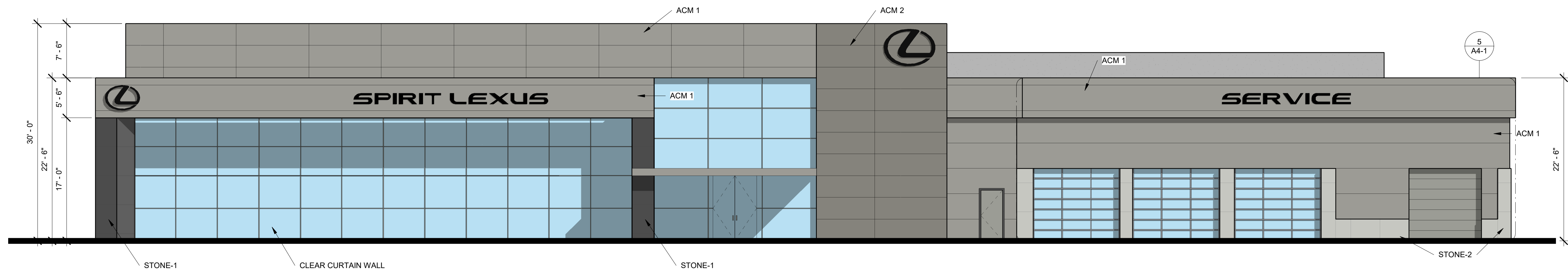
6296 Rucker Road
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46220-486

TEL 317-259-0038
FAX 317-259-4785

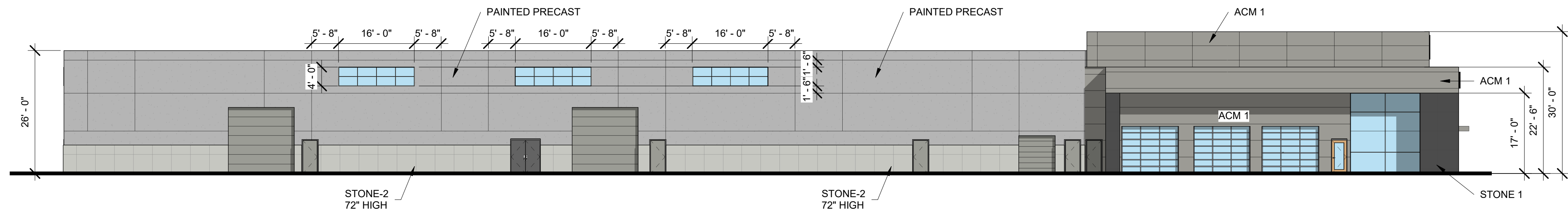
CUSTOM FACILITIES



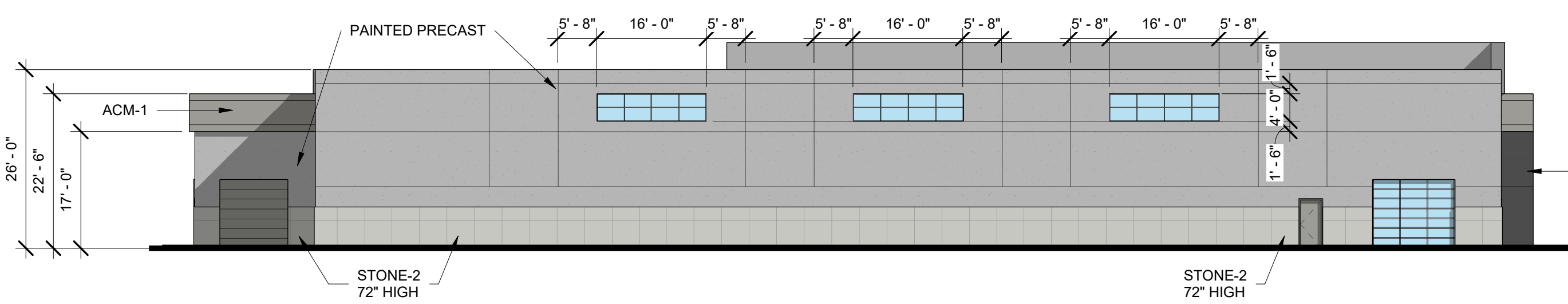
www.customfacilities.com



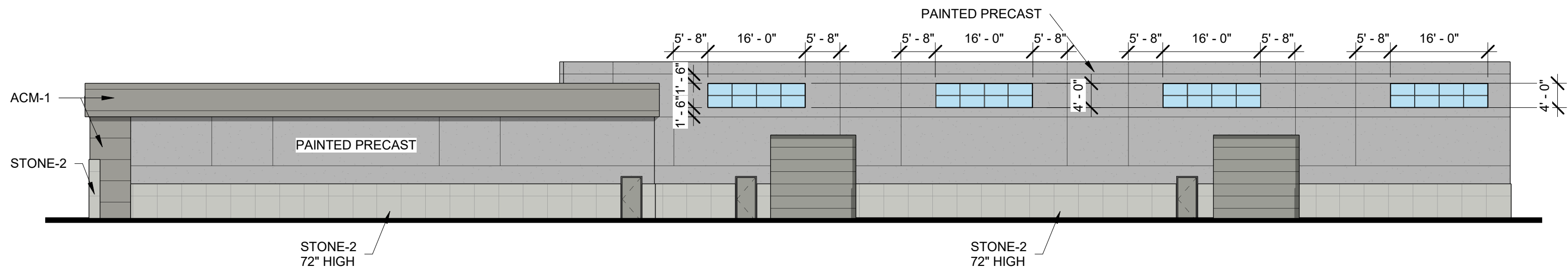
1 Front Elevation
1/8" = 1'-0"



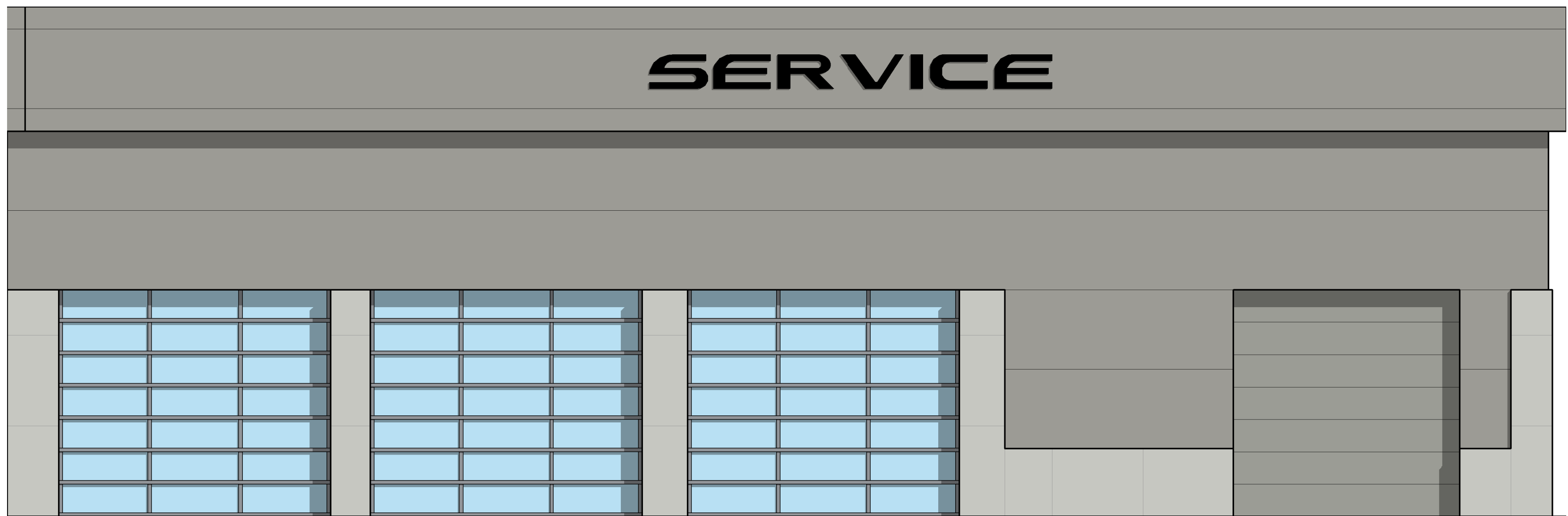
2 Left Elevation
1/16" = 1'-0"



4 Rear Elevation
1/16" = 1'-0"



3 Right Elevation
1/16" = 1'-0"



5 Front Elevation - Stone Close-up
1/4" = 1'-0"

CODE	DESCRIPTION
ACM-1	MNC MICA ANODIC CLEAR STOCK
ACM-2	MZG GREY STOCK
STONE-1	BLACK PEARL GRANITE
STONE-2	FLAMED VIRGINIA MIST GRANITE
PAINTED PRECAST	BRAND AND COLOR CODE TO FOLLOW
EXTERIOR DOORS	BRAND AND COLOR CODE TO FOLLOW
OVERHEAD DOORS	GAVALIZED ALUMINUM - RYTEC HIGH SPEED

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CUSTOM FACILITIES
Client Project Information

Lexus of Creve Coeur
Creve Coeur, Missouri

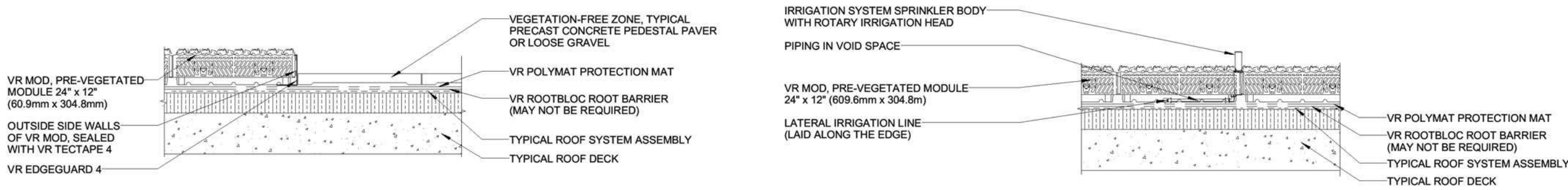
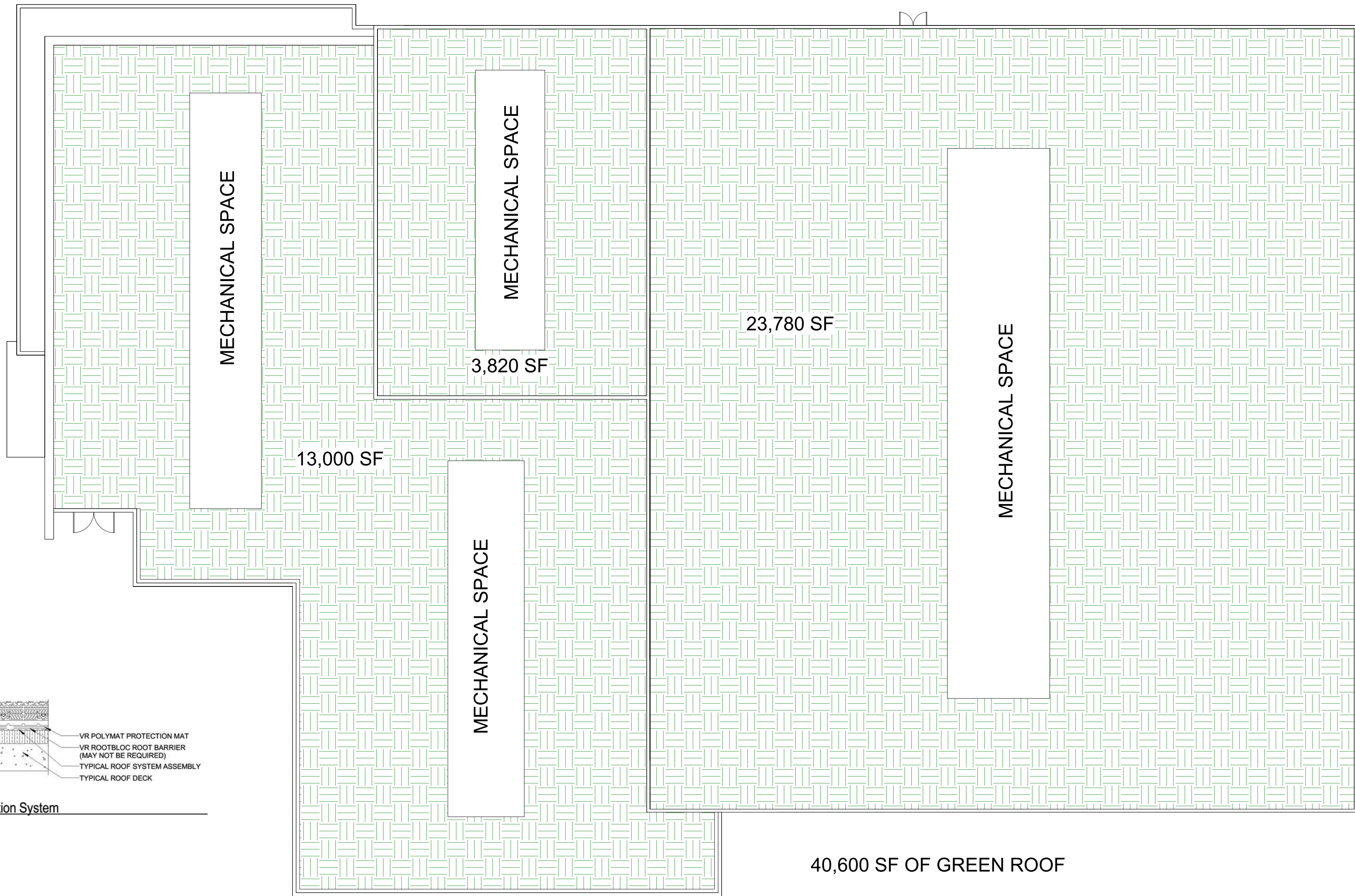
Project	21122	
Drawn By:	KTM	
Checked	KTM	
Revision		
Mark	Date	Remark

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Elevations
A4-1

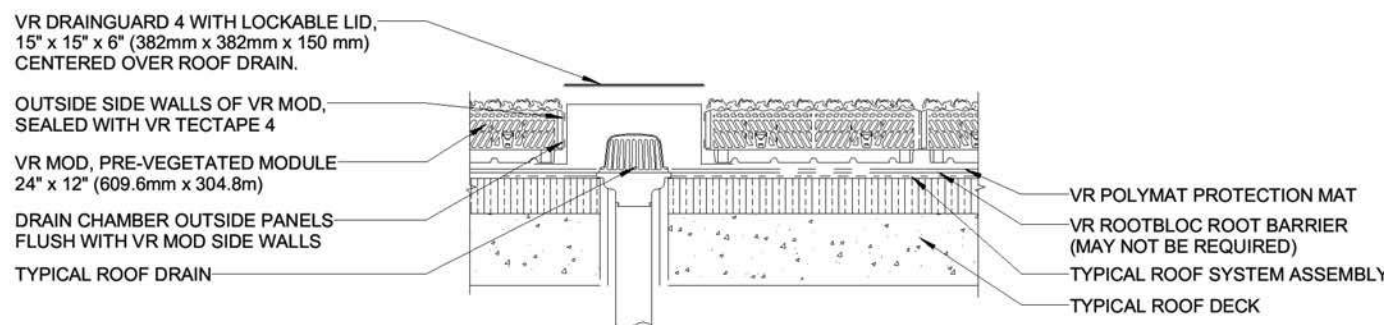
Revision		
Mark	Date	Remark

DO NOT SCALE
Custom Facilities shall be notified immediately should any errors, omissions, discrepancies or inconsistencies be discovered in the drawings.

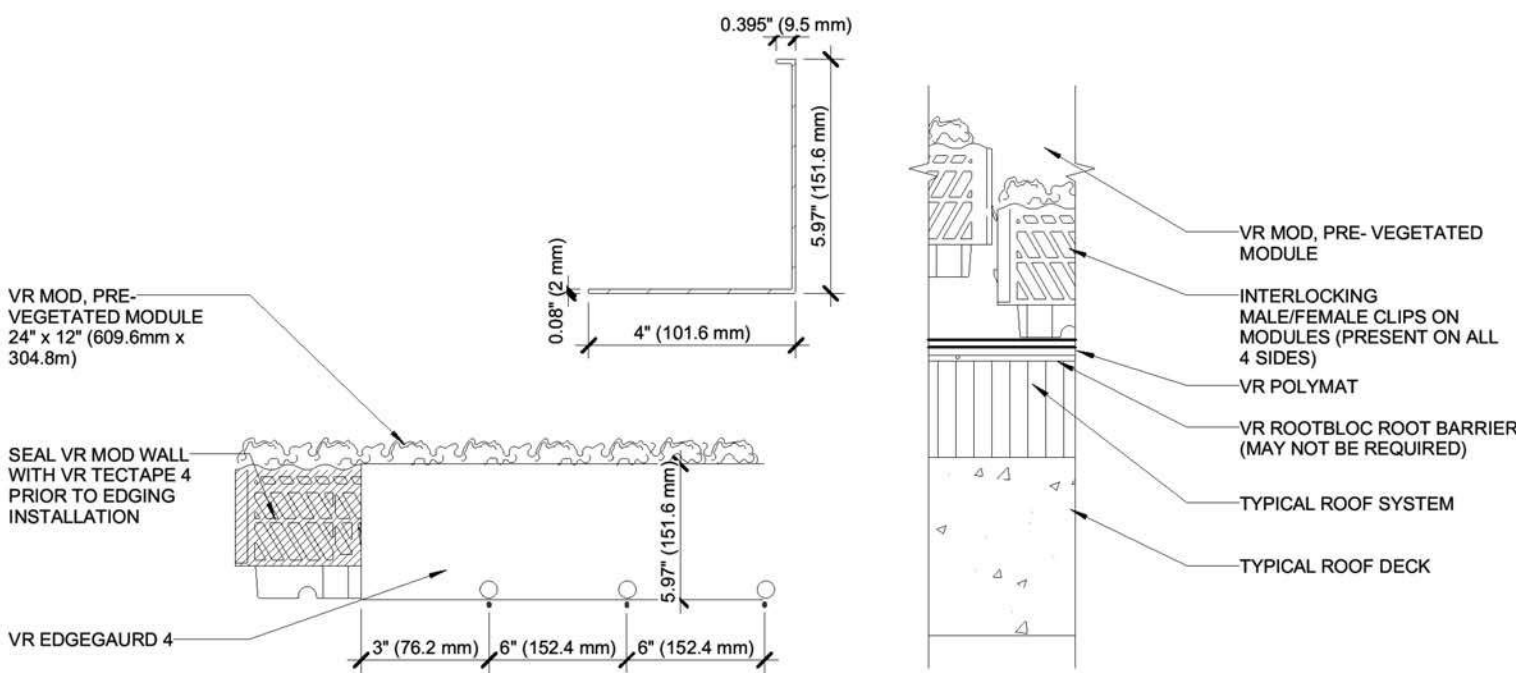


2 A106 Vegetated Roof (VR) Assembly with Vegetation Free Zone 1 1/2" = 1'-0"

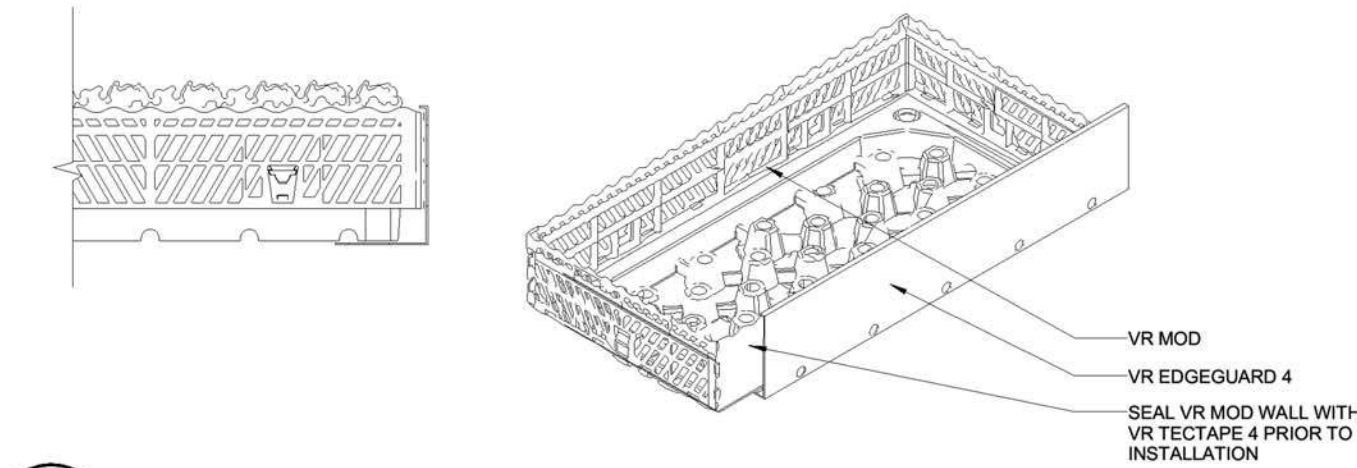
3 A106 Vegetated Roof (VR) Assembly with integrated Irrigation System 1 1/2" = 1'-0"



4 A106 Inspection Chamber for Roof Drains in Vegetated Roof Assembly 1 1/2" = 1'-0"

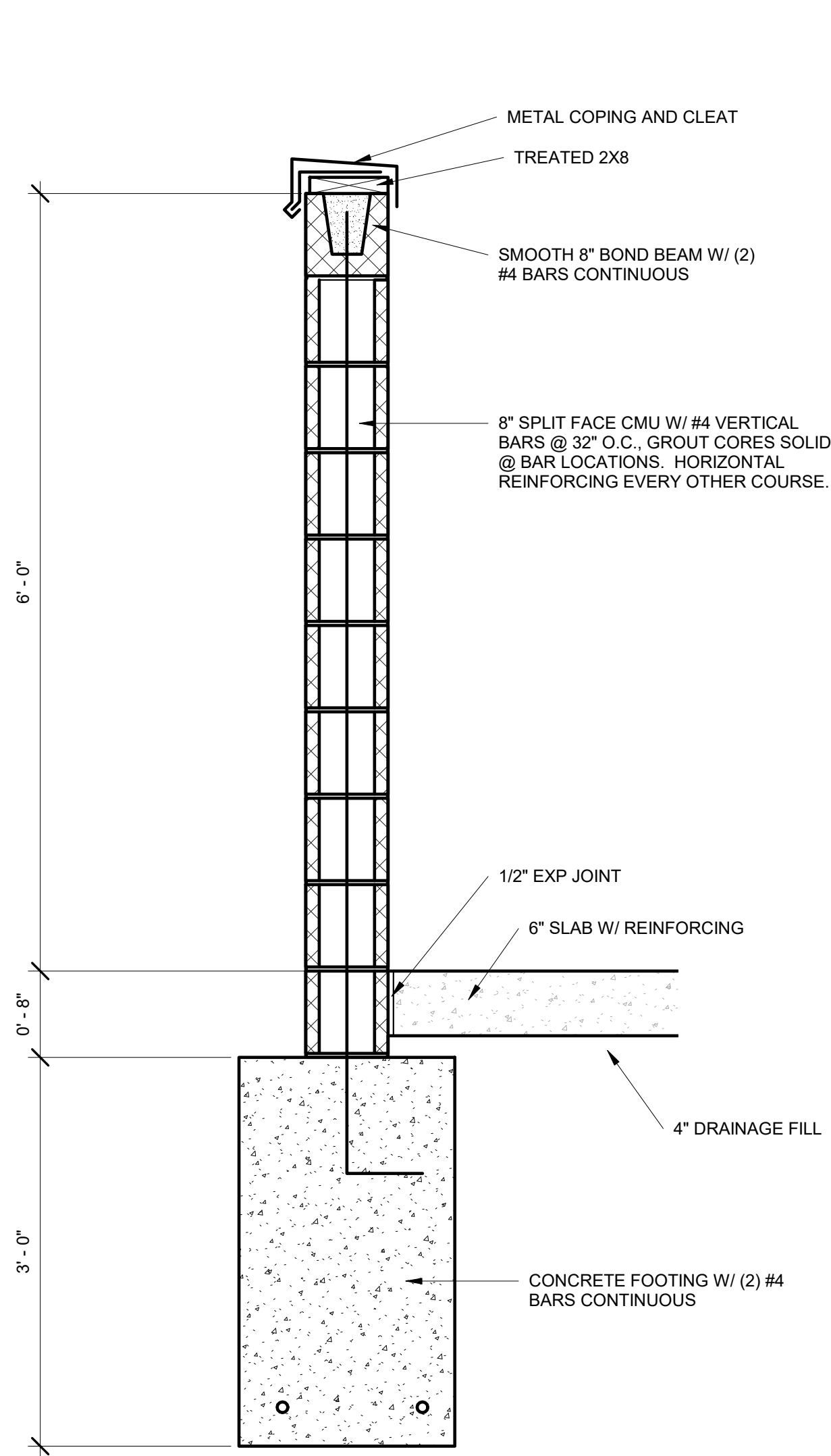


5 A106 Vegetated Roof (VR) Module Layout 1 1/2" = 1'-0"

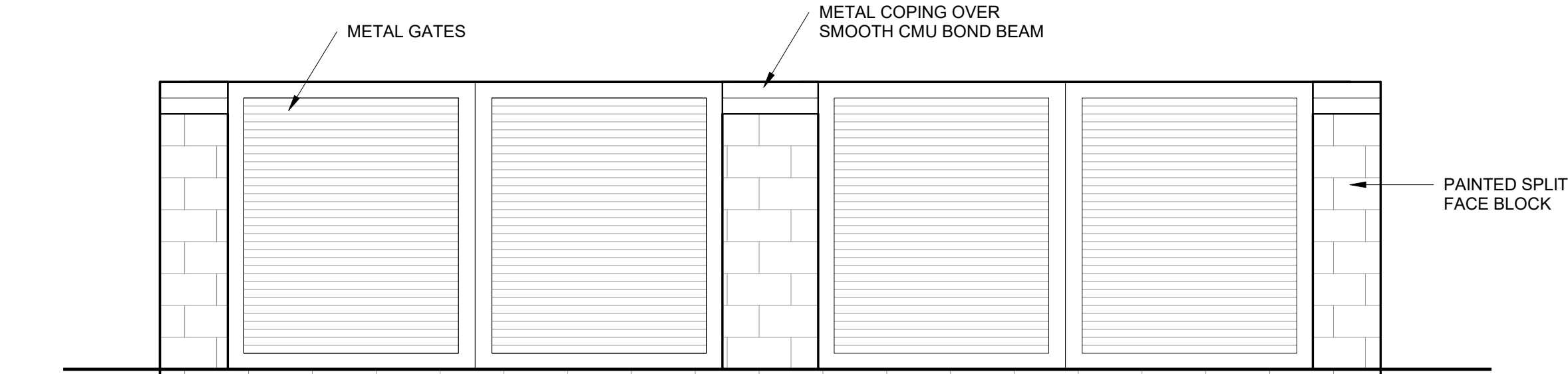


6 A106 Vegetated Roof (VR) Module Details 1" = 20'-0"

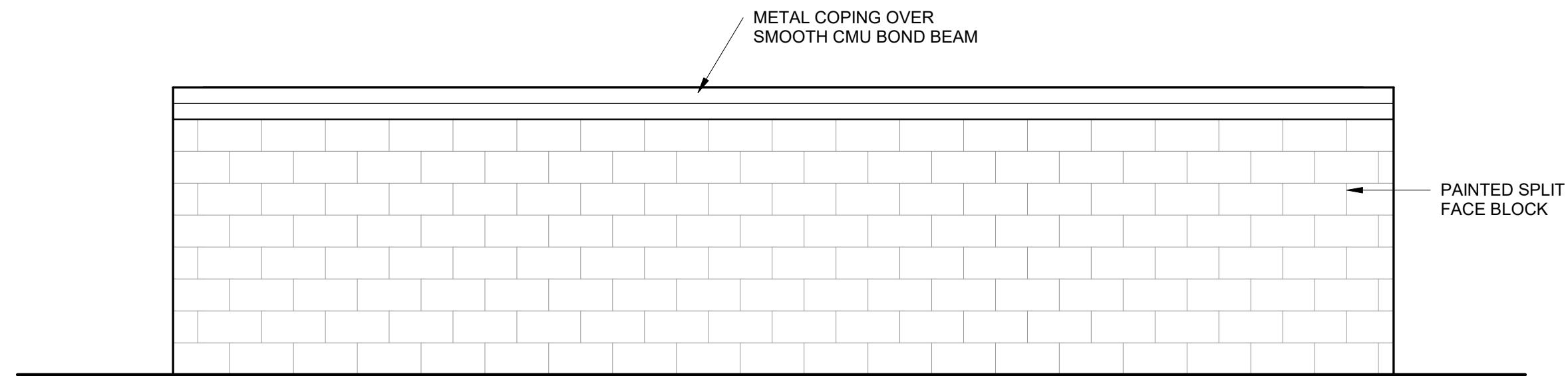
1 Roof Plan 1/16" = 1'-0"



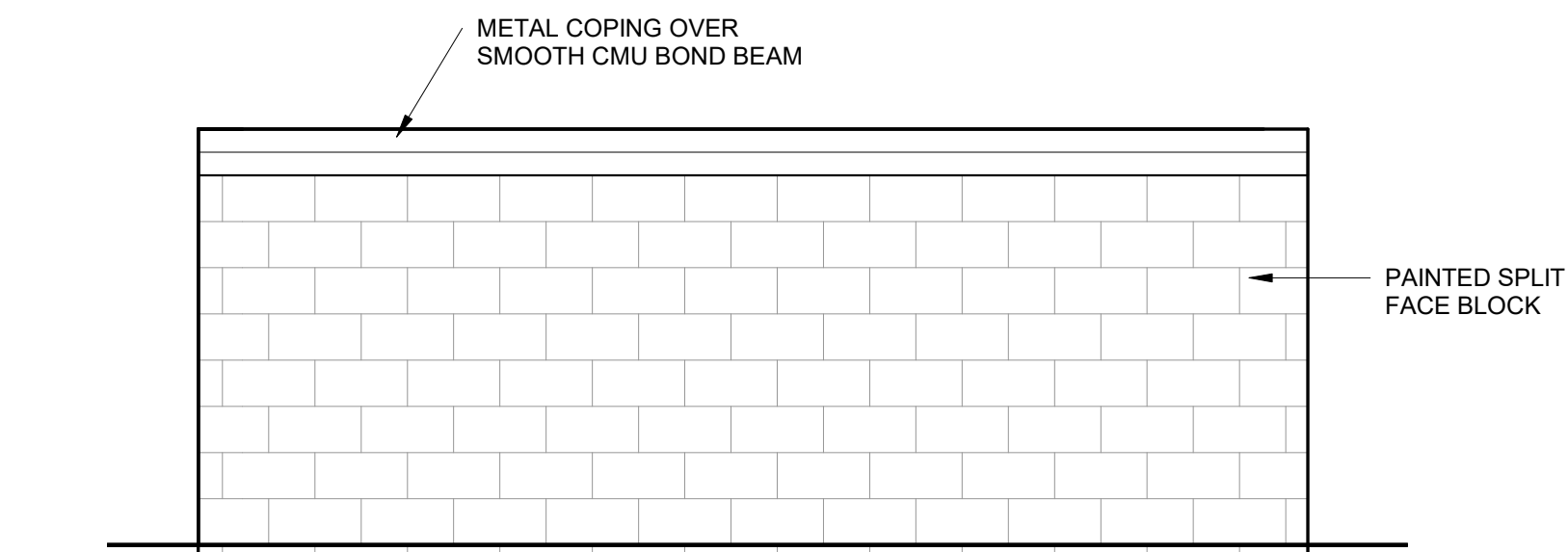
3 Dumpster Enclosure Section
A1-13 1" = 1'-0"



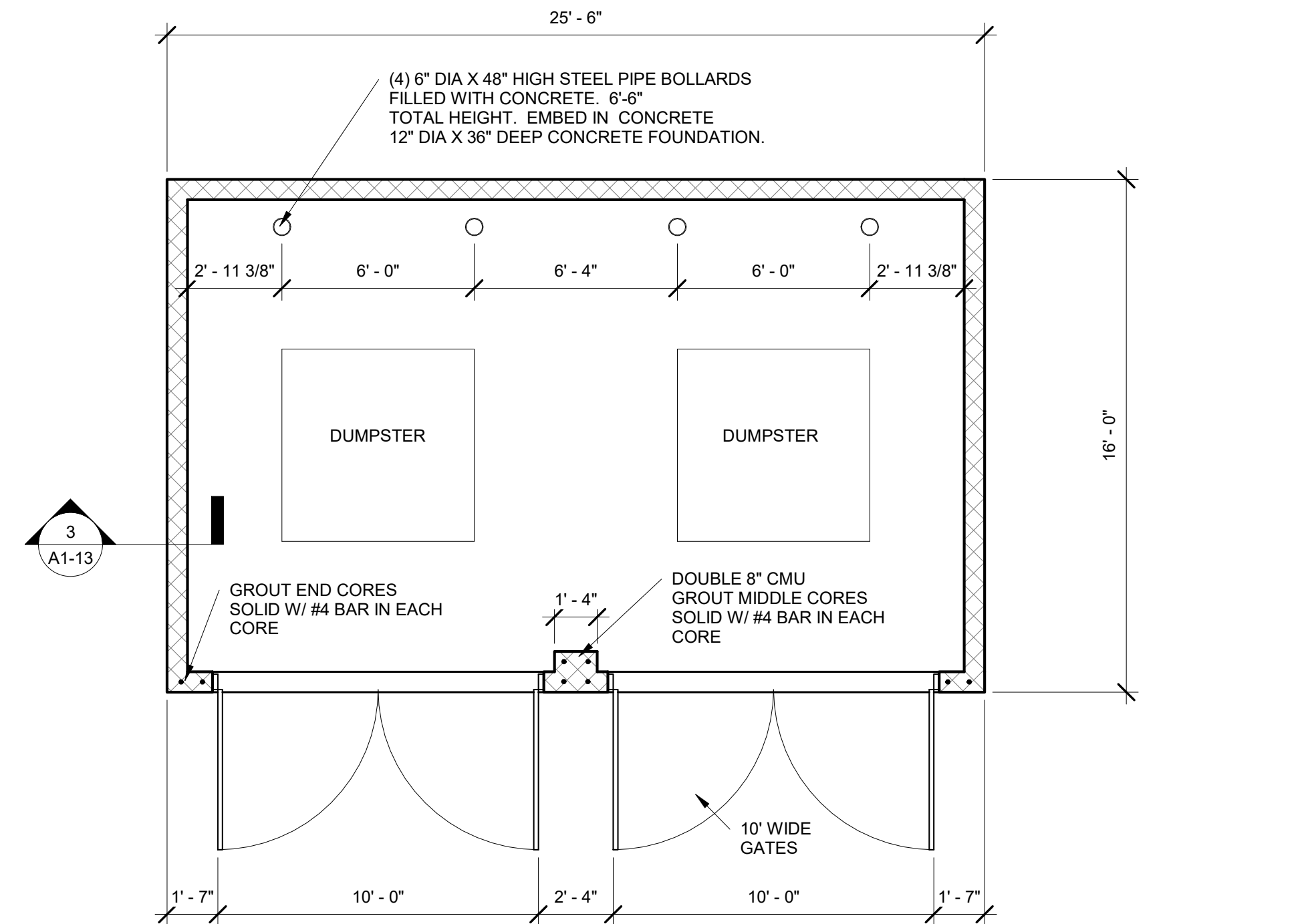
4 Dumpster Enclosure Front Elevation
A1-13 3/8" = 1'-0"



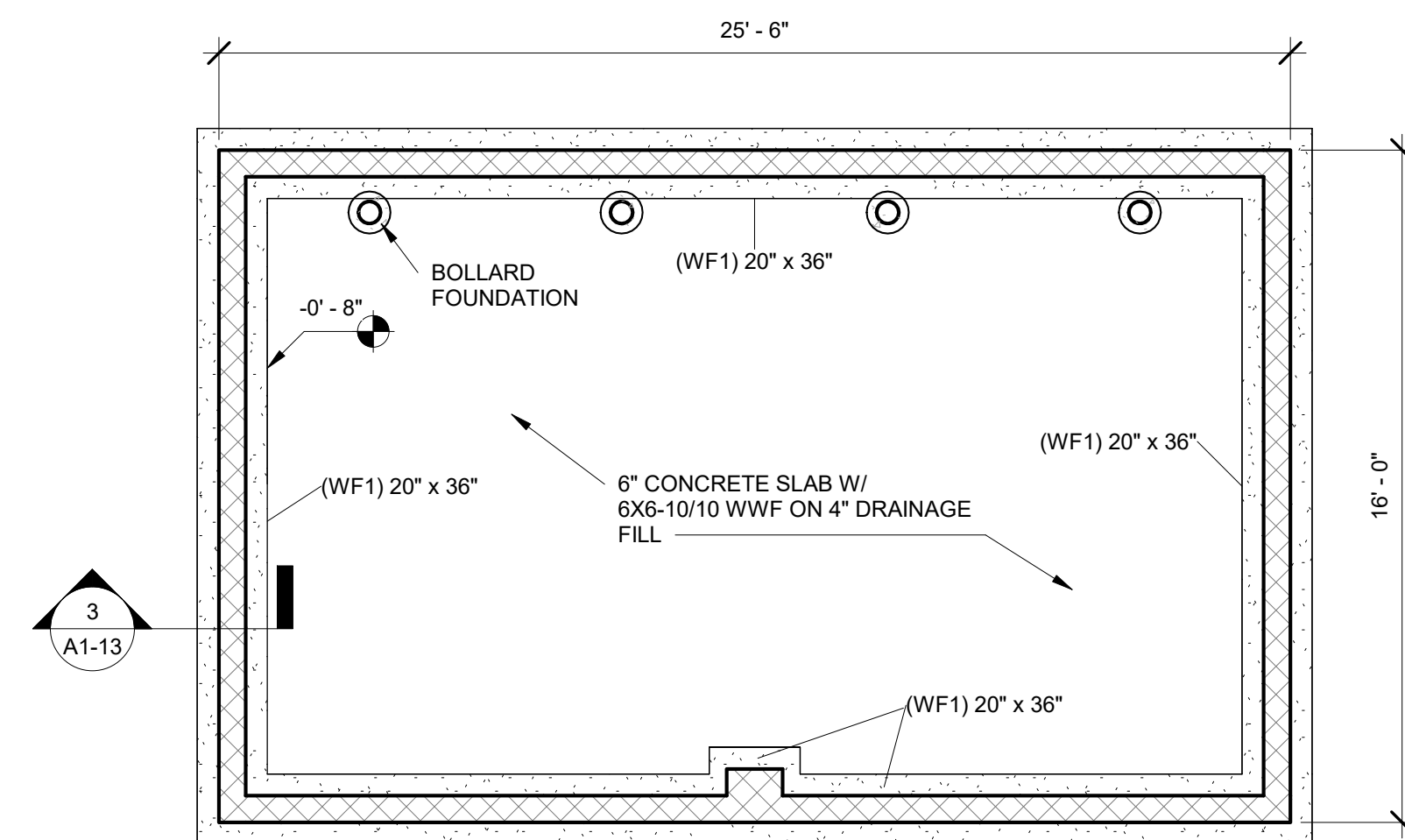
5 Dumpster Enclosure Rear Elevation
A1-13 3/8" = 1'-0"



6 Dumpster Enclosure Side Elevation
A1-13 3/8" = 1'-0"



1 Dumpster Enclosure Plan
A1-13 1/4" = 1'-0"



2 Dumpster Enclosure Foundation Plan
A1-13 1/4" = 1'-0"

Page 1 1 PLANNING AND ZONING COMMISSION MEETING 2 CITY OF CREVE COEUR, MISSOURI 3 300 NORTH NEW BALLAS ROAD 4 MONDAY, DECEMBER 4, 2023 5 6:00 P.M. 6 7 PUBLIC HEARING 8 APPLICATION NOS. 23-035 AND 23-036 9 10 THOSE IN ATTENDANCE: 11 Mr. AJ Wang, Acting Chairman 12 Ms. Muriel Hall 13 Mr. Larry Potashnick 14 Mr. Thomas Buelter 15 Ms. Marjorie Richter 16 Mr. Carl Lumley, City Attorney 17 Mr. Jason Jaggi, Director of Community Development 18 Ms. Bethany L. Moore, City Planner 19 Ms. Megan Waller Administrative Supervisor/Recording 20 Secretary 21 22 McLaughlin Court Reporting Services, Inc. 23 Deborah K. McLaughlin, RPR, MO-CCR #314, IL-CSR, KS-CCR 24 4772 Gatesbury Drive 25 St. Louis, MO 63128 (314) 974-1199	Page 3 1 Use Permit and Site Development Plan with Associated 2 Boundary Adjustment for Spirit Lexus located at 10176 3 Corporate Square Drive. 4 At this point, whoever is going to come up and 5 speak, can you get sworn in, please. 6 MR. STOCK: We probably should all swear in, 7 just in case. 8 ACTING CHAIRMAN WANG: Okay. Yes. 9 (The speakers were sworn in by the court 10 reporter.) 11 ACTING CHAIRMAN WANG: Okay. Sure. 12 MR. STOCK: Good evening, Mr. Chairman, Members 13 of the Commission, Mr. Lumley. 14 For the record, my name's George Stock. I'm 15 with Stock & Associates Consulting Engineers. Address 257 16 Chesterfield Business Parkway 63005. 17 Joining me this evening is Mr. Josh Barcus with 18 Stock & Associates; Mr. Brad Cytron with Spencer Fane, 19 general counsel; also, Mr. Chip Walker with the CFI Design 20 Management, Architect/Builder, and then Mr. Asim Ali, the 21 general manager for Spirit Lexus. 22 Just one quick announcement before I give the 23 presentation. 24 We just learned that this Lexus in the City of 25 Creve Coeur is the number one Lexus dealership in the
Page 2 1 ACTING CHAIRMAN WANG: Call the meeting to 2 order. 3 Roll call. 4 Ms. LaBonte, who's the normal Chair, is absent. 5 Ms. Hall? 6 MS. HALL: Present. 7 ACTING CHAIRMAN WANG: Mr. Potashnick? 8 MR. POTASHNICK: Present. 9 ACTING CHAIRMAN WANG: Ms. Richter? 10 MS. RICHTER: Present. 11 ACTING CHAIRMAN WANG: And Ms. O'Brien is 12 absent. 13 Mr. Buelter? 14 MR. BUELTER: Here. 15 ACTING CHAIRMAN WANG: Mr. Lumley? 16 MR. LUMLEY: Here. 17 ACTING CHAIRMAN WANG: Mr. Jaggi? 18 MR. JAGGI: Here. 19 ACTING CHAIRMAN WANG: Ms. Moore? 20 MS. MOORE: Here. 21 ACTING CHAIRMAN WANG: Ms. Waller? 22 MS. WALLER: Here. 23 ACTING CHAIRMAN WANG: All right. Unfinished 24 Business. 25 Applications 23-035 and 23-036: A Conditional	Page 4 1 State of Missouri. So, they got that honor this past 2 week, so, I just learned that. 3 So, this evening I'm here on behalf of Spirit 4 LEX Re, LLC, Mr. Mike Leep, Jr, who's the owner of the 5 Spirit LEX Dealership, and we're requesting your 6 consideration for a few items tonight. 7 Those items consist of a conditional use permit, 8 a boundary adjustment plat and approval of our site plan. 9 Spirit LEX Re, LLC is the owner of properties 10 located at 10176 Corporate Square Drive and 1100 North 11 Lindbergh. And, on their behalf we're requesting approval 12 of those three items. 13 The properties are zoned GC, General Commercial, 14 and they total approximately 8 acres. 15 Within this district new car dealerships are 16 allowed by conditional use permit. 17 In addition, the Creve Coeur 2030 Plan 18 identifies these two properties within the 575 acre Mixed 19 Innovation Campus District, part of the 39 North 20 Innovation District. 21 The Spirit Lexus intends to move from its 22 current location at Plaza Motors on Olive Street Road 23 where it's been for -- or not Olive Street Road -- but 24 located at 777 Decker Lane. It has outgrown it's 25 facility. It's been there for more than 30 years, and

Page 5 1 it's committed to remaining within the City of Creve 2 Coeur, and building a new state-of-the art Lexus car and 3 service center facility. 4 So, as I mentioned, the site is two properties 5 totaling approximately 8 acres. Orientation of the 6 drawing: North is up, to the left or the west is 7 Lindbergh Boulevard, you see the northern property, which 8 is approximately 4.7 acres, southern property 3.3. 9 Today there's two office buildings that sit on 10 the property. There's a lake that's centered in between. 11 Surface parking surrounding. Access to Lindbergh. Access 12 to Corporate Square Drive. 13 There's approximately 27 feet of relief if you 14 come from the southwest side, and you go to the northeast 15 corner of the property, there's 27 feet of relief. 16 The intent is to raise and rebuild the entire 17 site. The site today is at 70 percent impervious. The 18 infrastructure in place is generally obsolete under 19 current requirements, specifically stormwater and the lake 20 that's on the property. 21 Part of the action and request is to boundary 22 adjust and eliminate the property line between the two 23 properties and consolidate it into a single property. 24 Some of the items that we're requesting through 25 this process is a sidewalk greenway easement located both	Page 7 1 The original lake that was in there, was that 2 detention, retention pond that's being replaced by those 3 other two or was it just a feature? 4 MR. STOCK: It provided some level of detention. 5 We've gone through, both the city records 6 archives and MSD, and it provided some level of detention, 7 which they called the slug flow method. It was a 15-year 8 storm event. Part of it was attenuating some of the 9 drainage from Lindbergh Boulevard; some was within the 10 development. 11 So, this redevelopment would bring this site 12 into compliance with the current city and MSD 13 regulations -- 14 MR. BUELTER: Okay. 15 MR. STOCK: -- so, there would be extensive 16 environmental friendly improvements made, particularly the 17 green roof. I know that we'll get a little bit later in 18 here with regards to our request of the increase in 19 coverage from the 63 percent up to 69.6 percent. 20 But one of the items that we're implementing is 21 a 1.2-acre green roof. That's at a significant cost. My 22 understanding is today it doesn't exist within the city. 23 We have been involved in a number of projects 24 within this area, the metropolitan area, where green roofs 25 are implemented. And they do have -- they provide a
Page 6 1 along Lindbergh and located along Corporate Drive. Also a 2 right-of-way dedication above which are implemented in 3 part of this project. 4 So, little bit about the site and our proposal. 5 It consists of a single building, 53,134 square 6 feet located in brown. Within that building are 40 7 service bays, a new showroom. There will be 55 employees. 8 The hours of operation are Monday, Wednesday and Friday 9 9 a.m. to 7 p.m.; Tuesday, Thursday and Saturday 9 a.m. to 10 6 p.m. 11 Proposed are 487 parking spaces. There are two 12 bio-retention basins along the east side, and underground 13 detention basin, a green roof. 14 In addition, there's about .63 acres of native 15 plantings. There's landscape islands integrated within 16 the parking lot. And then in addition there are two EV 17 charging stations, which will be located on the west side 18 and the east side. Those would be available to the 19 public. 20 MR. BUELTER: Just a couple of quick questions, 21 if you don't mind. 22 MR. STOCK: Sure. 23 MR. BUELTER: Or I can wait till the end. 24 MR. STOCK: No, this is fine. 25 MR. BUELTER: What works best for you.	Page 8 1 significant benefit. One that the City's code doesn't 2 really recognize. 3 You know, if we were to take that 1.2 acres 4 along with our parking, we would probably be around 5 57 percent green space. 6 Now, I recognize you don't see the roof, but 7 what is happening, which is a benefit to all of us, is the 8 fact that that is reducing the energy of the building on 9 the air-conditioning system, and any of the electrical 10 loads, the lighting. Also what it's doing, it's taking 11 the rainwater and it's infiltrating and it's treating it 12 at the source as opposed to the roof and down the pipes, 13 it's treating, infiltrating it. We have the plants, and 14 so we have an environmentally fairly sustainable, 15 generally consistent with the goals and objectives that 16 both the city shares, as well as the district, relative to 17 stormwater improvement. 18 So the combination of the green roof, the 19 bio-retention basins and the underground detention is one 20 we now infiltrate, evaporate, transferring the first 21 1.14-inch runoff. Where today, it goes in that lake, goes 22 right out that lake. You know, that lake -- that lake is 23 really sitting there for 15-year storm. 24 So the stormwater management system within this 25 site plan provides a huge benefit.

Page 9 1 Again, some of its regulations that are placed 2 on us. The green roof's not a regulation, but it would be 3 a DMP, and it would be part of our system, and it would be 4 regulated by MSD. 5 Lexus -- Sprit Lexus would enter into a 6 maintenance agreement that they guarantee to maintain that 7 roof in perpetuity and continue to operate. 8 So, it's not something that comes in, fails and 9 goes away. We're committed to doing that. 10 In exchange we're asking for those 6 percentage 11 points, you know, 6.6 for one and 63 to 69.6 for the site. 12 I think while we look at this plan, we do have a 13 parking plan. I maybe come back to it. But this parking 14 plan generally shows the distribution of parking, cause I 15 know there's been a lot of discussion with regards to the 16 amount of spaces, a total of 478 spaces that we are 17 showing. So 29 of those spaces are customer spaces. 18 They're in yellow. They're generally the ones in front. 19 There also the two EV chargers the public can use, you and 20 I can come in and use those chargers. 21 There's 120 that are associated with the service 22 bays, and that's representative of the amount per code for 23 40 bays, 120 parking spaces. So those are the purple. 24 And then we have our inventory and employees. 25 And the City of Creve Coeur's code doesn't really speak to	Page 11 1 So, we think that, you know, when you build a 2 facility and you're in Creve Coeur for 30 years, and you 3 want to stay in Creve Coeur, there's certain criteria that 4 the city lists that we're, you know, to meet these 5 requirements, such as burying underground utilities. 6 Well, we're not burying any underground 7 utilities. 8 Pedestrian walkways. We are adding new 9 sidewalks in site -- or inside our site, we're tying the 10 public sidewalks, we're dedicating those easements and 11 right-a-way, as I said earlier. 12 But then it says that the code's not limited to 13 these items, you know, you're -- it's discretion. It's 14 subjective. This Commission can see what's important. 15 Well, I think what's important is to keep the 16 dealership in the City of Creve Coeur. There's this 17 opportunity for this property, and they're trying to do 18 things that are unique to Creve Coeur. A green roof that 19 doesn't exist; the EV chargers, maybe those exist 20 publically, but it is something that we've incorporated, 21 so we see that as a real benefit. Land -- you know, 22 there's a parking plan. 23 So relative to site sections, and this is just 24 something that's in your packet, it's part of the code. I 25 think what it's demonstrating is we're not really changing
Page 10 1 that. What Lexus requires or depends is the requirement 2 of the minimum 441 spaces on this site now. We are asking 3 for 478. If we built 441, we would be at about 67 percent 4 versus 69.6 percent. 5 But Lexus has raised the bar on the amount of 6 inventory, you know, they've outgrown the facility that 7 they've been at 30 years. 8 In 2019 Lexus required 392 parking spaces. 2021 9 it's 441. We're expecting that they may ask for an 10 increase, so we have a site that we are accommodating 478 11 spaces. 12 If this Commission and the City feels that it's 13 too many, then we will reduce it. But we certainly want 14 you to know why we're asking for 478 spaces and our 15 rationale behind it. 16 So, you know, again, coming back to this plan, 17 you can see the green. We tried to provide some buffering 18 along Lindbergh. That's the native grasses. Again, the 19 native grasses are consistent with the goals and 20 objectives of the City, as well as the district. 21 We've had the islands integrated, even within 22 the inventory parking lots because that's part of the 23 code, so we're not trying to circumvent the code. We'd 24 rather not have islands where we park inventory, but we 25 are placing the islands there.	Page 12 1 the topography of the property, you know, while there's 27 2 feet of relief we're working with the topography, but the 3 building's generally the same elevation as the buildings. 4 These are just more informational. 5 And then we have a very, you know, comprehensive 6 landscape plan that includes 138 canopy trees, nine 7 understory trees, 27 evergreen trees and then 1100 shrubs 8 and grasses, and then, of course, we have the green roof. 9 The other thing that we're doing is we're 10 working on site. So, the island, the landscaped island, 11 which is probably long overdue for maintenance and 12 re-landscaping, we certainly are doing that. 13 Again, we have the state-of-the-art building, as 14 you'll see in a moment. A very high-quality, beautiful 15 building of materials. We also want the front door remain 16 access, also well-landscaped. 17 So, there are other vehicular access points to 18 the site. There's the driveway that's down at the south 19 off Lindbergh, again, that's right-in, right-out, and then 20 we have access from the cul-de-sac. 21 So, we have a comprehensive landscape plan, to 22 the best of our knowledge, is in accordance with the 23 City's guidelines and requirements. 24 So, relative to the Comprehensive Plan, a little 25 bit of what I've been talking about, and, by the way,

Page 13 1 Bethany, she did an outstanding report. So, if, you know, 2 if you read the report, you know everything I'm saying. 3 It's as comprehensive and as good as it gets. 4 I think, you know, under the conditional use 5 permit, the site plan, the boundary adjustment plat, the 6 boundary adjustment plat is pretty simple, you know, 7 you're removing a property line. 8 But this conditional use permit to operate, you 9 know, the dealership, you know, you look at hours of 10 operation, you look at traffic impact, I mean we're right 11 on highway system, you know, direct access. No -- no 12 traffic problems. 13 Consistency with the district. The district's 14 576 acres, and we're 80, so we're 1.4 percent. The 15 district doesn't say you can't have car dealerships. It 16 talks about public amenities. It -- it talks about 17 research buildings. It talks about office buildings. 18 There's plenty of land to be able to do that, you know, 19 there's car dealerships around here. 20 And, again, this is a public benefit. You know, 21 this is something that provides vehicles to residents of 22 Creve Coeur and those beyond Creve Coeur, provides jobs, 23 and it's a nice development, and it's implementing those 24 objective and goals of the district, while it's not stated 25 car dealership, it also doesn't say they're prohibited.	Page 15 1 would be mounted on that. 2 MR. STOCK: So, as those boards go around, I'll 3 just talk a little bit about the elevations. So, he's got 4 the elevations. He's got the materials. 5 So the top one is Lindbergh, and then there's 6 two different types of stone, which you have, those are 7 the small samples. 8 Then there's also the aluminum composite, that's 9 two different samples on the building. They're labeled 10 ACM 1, ACM 2. We have the two stones, and then we have 11 the painted precast. 12 So one of the comments that came through earlier 13 about the architecture of the building was treatment, 14 equal treatment on all four sides. 15 Well, it's -- it is a -- it is an automobile 16 dealership and it's state-of-the-art. And there's two 17 parts of it. There's a machine and then there's the 18 showroom. So, the showroom's the glass. It's got the -- 19 it's got the dollars, it's got the polish, it's to display 20 the vehicles. Then you have those 40 service bays, which 21 is a workshop. 22 So, there is a distinct difference between the 23 building, what goes on in the building, so for the outside 24 it's a little bit different treatment on the outside. 25 But to bring it altogether what's been added is
Page 14 1 Lighting. So, we do have lighting, so new 2 energy LED lighting, much more efficient than what's there 3 on the site. Stormwater runs more efficient than what's 4 on the site. 5 This is about a \$40 million investment. 6 Did you have a question? 7 MR. BUELTER: I haven't seen -- seen it yet, 8 but, you know, just a two-minute explanation on the 9 dimming on the lights. You know, it says in there it goes 10 from 100 to 25 percent. Again, I haven't seen those yet, 11 I'm just, for informational purposes, just trying to 12 understand what that is. 13 MR. STOCK: Okay. And Mr. Walker, he'll be able 14 to speak to those. 15 MR. BUELTER: Okay. 16 MR. STOCK: I'm going -- I'm going to go to the 17 building elevations right now, so why don't we get to 18 that, that's his expertise. 19 So, we have samples, renderings here that -- 20 maybe just take them up and pass them around. 21 MR. WALKER: May I? 22 MR. STOCK: Yeah. 23 Start them at one end, go across. 24 MR. WALKER: These are the stone samples. They 25 come on a frame like that. This is the raw stone, but it	Page 16 1 this 36-inch water table around the perimeter of the base, 2 which is a stone, to try to create some consistency and 3 address some of those design guidelines that the City has 4 in place. 5 So we think it's a pretty sharp, handsome 6 building. 7 And, again, you know, it's a brand, it's Lexus 8 brand, it's not going to look like any other automobile 9 dealership. 10 They want to know that as you drive up, and 11 absence of the sign, you know you're at a Lexus 12 dealership. 13 But, again, there's discretion to be able to 14 satisfy the design requirements, and, again, the 15 objectives of the goals of Creve Coeur. 16 But as you can see, it's all high-quality 17 materials that are being proposed. 18 So, and as I said, you know, the staff report 19 was excellent, and it pointed out a number of things that 20 we were glad that it pointed out. 21 Benefits, you know, so, again, those, just real 22 quick in summary, of the green roof, the plants, the roof, 23 the bio-retention, low stormwater impact, the internal 24 sidewalk connectivity, Corporate Square Drive and the 25 recommendations from the Comprehensive Plan relative to

Page 17 1 the landscaping. 2 So, we think those are all positives. We think 3 we have a positive building. 4 And we have the whole team, from the general 5 manager to builder, the attorney and the engineer here to 6 answer any questions that the Commission may have. 7 Thank you. 8 Well, the lighting, yeah, so there was a 9 question about the lighting. 10 Can you speak to that? 11 MR. CHIP WALKER: Absolutely. 12 So, real quick. 13 ACTING CHAIRMAN WANG: Can I have your name and 14 address first. 15 MR. CHIP WALKER: Yes. Chip Walker. Sorry. 16 President of Custom Facilities. We are a design-build 17 company with offices at 6962 Rucker Road, Suite C, 18 Indianapolis, Indiana 46220. 19 I am -- I have architects and engineers that 20 work for me. We are a general contractor. We are a 21 design-build, so we design car dealerships and we build 22 them. That's the only thing I do. 23 I was on the dealer side for ten years as a 24 chief operating officer of a large automotive group in 25 Indianapolis and came to the construction side because I	Page 19 1 So it's energy savings. 2 We also, in the interior lighting packages, use 3 a system called Daylight Harvesting. And, so, on a bright 4 sunny day our lights may be operating at only 15 to 20 5 percent, but your eye sees exactly the same. 6 So, on a dark cloudy day, our lights may be 7 operating at 65 or 70 percent, but it looks exactly the 8 same to your eye. 9 So it's automatic energy savings. It's LED. So 10 kind of like your dining room light, they're 100 percent 11 dimmable. Very efficient bulbs, 20, 25,000 hours. Helps 12 on maintenance. And costs are far less than operating 13 like metal halide or -- or the old traditional light. 14 Does that help? 15 ACTING CHAIRMAN WANG: How about the side, as 16 far as what motorists see the lights? Cause I -- I 17 realize you're saying these lights are LEDs -- 18 MR. CHIP WALKER: Uh-huh. 19 ACTING CHAIRMAN WANG: -- and they're dimmable. 20 I know you're not from this area, but here we 21 have a street called Manchester Road. It's in Ballwin. 22 When you drive down there, so many car dealerships and 23 other businesses, and it's really lights everywhere. It's 24 hard to even see the traffic lights cause there's so much 25 lighting.
Page 18 1 speak car. 2 One of you had a question on the lighting. 3 Great question. 4 Traditionally, lighting in car dealerships is 5 kind of obnoxious. 6 I've been a card-carrying member of the Dark Sky 7 Society for twelve years, and Dark Sky Society is 8 committed to reducing light pollution, and car dealers are 9 kind of notorious for that. 10 You've probably seen it where you drive by and 11 it's got a halo over that. We don't do any of that stuff 12 anymore. 13 We now use 100 percent cutoff fixtures, all LED. 14 So, if this is the property line, we'll be down to a tenth 15 of a lumen here and zero here. 16 Fixtures are very efficient. They're 17 100 percent dimmable. I want to talk about that for a 18 second, cause it's really important. 19 When the store closes, especially this time of 20 year, seven o'clock it's very, very dark, so what we do is 21 fifteen minutes before closing, we do what's called a soft 22 dim, and we will take that light from 100 percent down to 23 what we call safety levels, and that's where people can 24 get to their car comfortably, very similar to like a 25 Walmart parking lot or a Costco or something like that.	Page 20 1 MR. CHIP WALKER: So, I think that 100 percent 2 cutoff fixture helps that a lot because that's light 3 bleeding is what they call it. So, again, if this is the 4 property line, and your light bleeds over, the fixtures 5 that we use don't have any of that. They just light the 6 surface. And -- and you'll have -- and I'm assuming 7 there's a photo -- 8 ACTING CHAIRMAN WANG: Is there a sample -- 9 example picture? 10 MR. STOCK: There -- there's -- there should be 11 a photometric study -- 12 MR. CHIP WALKER: In your packet. 13 MR. STOCK: -- in your packet, so there is no 14 illumination on Lindbergh Boulevard. 15 MR. WALKER: There's no spillage. 16 MR. STOCK: Yeah, no spillage. 17 ACTING CHAIRMAN WANG: Okay. 18 MR. CHIP WALKER: Does that help? 19 ACTING CHAIRMAN WANG: Yeah. Thank you. 20 Questions? 21 MR. POTASHNICK: We're going to have staff? 22 ACTING CHAIRMAN WANG: Yeah. Are you -- 23 MR. POTASHNICK: I got questions, but I'm going 24 to save them. 25 MR. STOCK: Okay.

Page 21 1 ACTING CHAIRMAN WANG: Ms. Moore. Okay. 2 MS. MOORE: Hello. Bethany Moore, City Planner. 3 So, this is the conditional use permit and site 4 development plan with boundary adjustment for Spirit Lexus 5 to be located at 10176 Corporate Square Drive. 6 And the request is in our GC, General Commercial 7 District, and also in our 39 North Innovation Campus 8 District. Those two overlap. 9 The applicant has submitted a request for the 10 conditional use permit for the new car dealership. 11 They have included a site development plan for 12 the new car dealership building, as well as the 13 surrounding parking lots. 14 There's also a boundary adjustment to connect 15 these two properties here into one property that will 16 total over 8 acres. And the project will include the 17 demolition of the two existing buildings and the pond 18 that's sitting in between them. So that would be right 19 here. 20 And so I just wanted to include kind of a brief 21 overview of our 39 North District, just to overlap here. 22 So, the -- the property in question is right 23 about here. So it's in this area of No. 2 of our 39 North 24 District, and the goal of 39 North District is to promote 25 the ag-tech industry and to create a growth area in this	Page 23 1 63 percent site coverage. They're asking for a bonus of 2 up to 69.6 percent site coverage. And a site coverage 3 bonus is up to the Planning and Zoning Commission based on 4 the few criteria that the project provides, such as public 5 art, public amenities, plazas, additional landscaping, 6 things like that. 7 Yes. 8 MS. RICHTER: It doesn't -- our site coverage 9 doesn't consider the roof though, right? 10 MS. MOORE: Correct, it does not. 11 So, that's where he was saying if it did, it 12 would give credit of about 53 percent total site coverage, 13 but we don't have anything in our ordinance that would 14 count the roof. 15 MS. RICHTER: Because we don't have any other 16 green roofs, correct? 17 MS. MOORE: Correct, we don't have any other 18 green roofs, and we don't have any credits for green roofs 19 in our ordinance. 20 And then also they are providing sidewalks along 21 Lindbergh Boulevard and Corporate Square Drive, and those 22 are in cooperation with MoDOT's future plans for the area 23 as well. 24 And they have adjusted the plans to meet with 25 their future plans up here for the sidewalk. I have a --
Page 22 1 area for them to expand. 2 And, so, it overlaps with our GC, LI, RO, our 3 New Planned Development District, and then this area over 4 here as well. 5 And, so, while the use of a new car district 6 does not align with the goals of the master plan for the 7 39 North District, it is an allowed use in GC, so it is 8 allowed to exist. And the applicant has also included 9 some site features to kind of tie into the goal of the 39 10 North District. And we'll talk about those as we go. 11 So, here is the site development plan. And as 12 Mr. Stock told you, it is for a new 53,000 square foot 13 building with 40 service stalls all inside of the 14 building. 15 There will be 487 parking stalls proposed, and 16 so with the requirements for the -- for the use, 176 are 17 required total. So that is surplus of 311. And then some 18 of those stalls will also, obviously, be used for 19 displaying of the vehicles. 20 And that is something that staff did point out, 21 that there is quite a large surplus, and I think he -- he 22 did explain that they would be willing to reduce that a 23 little bit in terms of asking for more landscaping, cause 24 they are asking for a site coverage bonus. 25 So, in the GC District they are allowed to have	Page 24 1 here we go. 2 So, up here, that goes through that landscaping 3 island. They have adjusted that along these streets with 4 MoDOT's plans. 5 And then, as he said, they're also providing a 6 10-foot wide public sidewalk slash greenway easement in 7 case the Great Rivers Greenway would like to use to cut 8 through. 9 It's not currently in the plans, but it's just 10 a -- just in case this would be an area where they could 11 do that. 12 Did you have a question? No. Okay. 13 And then this is a -- the island that they were 14 talking about taking over maintenance of here in Corporate 15 Square Drive. 16 There will be landscaping and also irrigation. 17 Now I get to that. 18 So, then in terms of the conditional use permit, 19 there are some requirements, cause it is a conditional 20 use. 21 And for new car dealers, they must be on lots of 22 more than 1 acre. This is an 8-acre lot, so they need 23 that. 24 The service bays are limited to one per 25 5,000 square feet of land area, and must all be contained

Page 25 1 within the building, and they meet that requirement. 2 And then they must have solid trash enclosure at 3 the rear of the site. And, again, they have provided a 4 trash enclosure at the rear of the site. It's made out of 5 CMU, and then it does have evergreens all the way around 6 it. 7 There will be 55 employees at busiest shift. 8 And then their hours of operation are as 9 follows. They vary for sales, services and parts, but 10 they will be closed on Sundays. 11 MR. POTASHNICK: I heard 9 a.m. not 7 a.m. 12 during the presentation. 13 MS. MOORE: So -- so, 9 a.m. to 7 a.m. [sic] 14 Monday, Wednesday and Friday; 9 a.m. to 6 a.m. -- or 15 6 p.m. Tuesday, Thursday, Saturday for sales. So there 16 are three different time periods; one for sales, one for 17 services and one for parts. 18 MR. POTASHNICK: Okay. 19 MS. MOORE: So it's a range of time. 20 MR. POTASHNICK: Okay. 21 MS. MOORE: And then this is just a breakdown of 22 the required parking, just because I wanted to -- I wanted 23 you guys to have an idea of what's required for this 24 space -- for this use. 25 One space for 250 square feet of showroom floor,	Page 27 1 bonus if they're providing those on site. 2 And so they -- they're asking for 69.6 percent. 3 And they are proposing the use of that green vegetative 4 roof, which, again, is not something that Creve Coeur has 5 seen, and does tie into the goals of the 39 North District 6 in terms of stormwater management and beautification and 7 green space. 8 They are also providing a native landscaping 9 area of .68 acres, and I'll show you that on the 10 landscaping plan, but that's along Lindbergh and their 11 entrance into the site as well. 12 And, again, that ties into the 39 North District 13 in terms of place-making because landscaping is used to 14 connect the 39 North District. 15 And then also they are maintaining that 16 landscaped median within Corporate Square Drive. So, 17 staff suggest that Planning and Zoning Commission discuss 18 the amount of proposed parking, the amount of proposed 19 landscaping and the percentage of the proposed site 20 coverage bonus when considering that. 21 So, here is the landscaping plan. So they have 22 provided the required amounts of street trees along both 23 Lindbergh and Corporate Square Drive. So, 19 and 23 to 24 comply with that one per 30 lineal feet. They have 25 adjusted some of the spacing a little bit, just in order
Page 26 1 which would require 13 spaces. Three spaces for a service 2 bay, and there are 40 service bays, so that's 120. And 3 then one space per 1,250 square feet of total aggregate 4 building area, which would be 43 spaces. So the total 5 required would be 176, and they are proposing 487. 6 And then I did just want to show this, because 7 as Mr. Stock pointed out, they are including the 8 landscaping islands here, so it's -- they are breaking up 9 the parking lot, according to the Design Guidelines and 10 the ordinance requirements, but it is a very large space 11 of parking. 12 Okay. And so then for the site coverage bonus. 13 I did -- I meant to include that on here, but I kind of 14 went over that. 15 The -- the code, Section 405.360(b)3 does state 16 that features to be considered in the granting of any 17 bonus coverage may include, but are not limited to the 18 following: The special pedestrian facilities and 19 features, such as gardens, fountains, seating areas and 20 outdoor recreation amenities; objects of art or 21 beatification; statuary or other unique visual features, 22 or burial of overhead transmission lines and removable of 23 utility poles. 24 So, those are the kinds of things that we're 25 looking at in terms of the granting that site coverage	Page 28 1 to -- up here it gets pretty narrow, with that native 2 landscaping, and so staff has allowed them to adjust that. 3 They still have the required amount of trees, but some of 4 the spacing is a little bit shifted. 5 And then around here is the trash enclosure, and 6 so here is where those nine evergreen trees around that 7 enclosure will be. 8 There's also a 10-foot wide landscaping buffer 9 here along the property line where the property line is 10 next to this other property here in order to provide a 11 buffer between the parking lot, so there is landscaping 12 along here. 13 And then here is the native planting area. 14 These two areas right here. And so the way that that will 15 be maintained is staff had asked that it not just be kind 16 of free and maybe looking like it's not maintained, even 17 though it is supposed to be natural vegetative area, they 18 will be providing a mowed strip here between the streets, 19 so it does look like it's maintained, and like it's 20 supposed to be there. 21 And it's -- one example would be the Danforth 22 Center. So the Danforth Center has this type of 23 landscaping along the street as well. 24 And, again, staff is suggesting that maybe that 25 native landscaping area could be upped in percentage a

Page 29 1 little bit since they are asking for a site coverage 2 bonus, and they do have so much surface parking lot, so 3 that's one area that could be adjusted. 4 And here is a close-up of that landscaping plan. 5 Again, here is that center median, and here is the native 6 plantings, and then they have the mowed area here with the 7 street trees and then here. And, as you can see, they do 8 have the required street trees in the parking lot islands 9 that's required by code and the Design Guidelines. 10 And then just some examples of that native 11 prairie landscaping. And so here are both pictures of the 12 Donald Danforth Center in different seasons. And then 13 here's just a close-up of what that looks like and some of 14 those plantings. 15 And then the exterior elevations of the 16 building. So this is also something that staff had 17 mentioned for the Planning and Zoning Commission 18 discussion. 19 In terms of elevation, so, this is where the 20 service area would be, and that's set back a little bit 21 facing Lindbergh. So, we'd have the showroom, and then 22 setback would be the services area. And the service area 23 does have this stone that they passed around, that would 24 be here between the doors. And then they have carried it 25 around the side of the building, and I'll show that in the	Page 31 1 the 40 service stalls. And then this is like a mezzanine 2 area that would be over here with additional offices on 3 top. 4 MR. POTASHNICK: Could you go over that again. I 5 missed -- 6 MS. MOORE: Sure. 7 MR. POTASHNICK: -- where your arrow was going. 8 MS. MOORE: Sorry. 9 So, here is where you enter that service area, 10 and then here are the 40 service bays. 11 This would be the showroom area, and then here, 12 I believe, is where the second mezzanine story is, this 13 would be over that. 14 And then just some pictures of the green roof 15 and how that will appear on the -- on the roof. We won't 16 actually be able to see the plants, they'll be short, so 17 we won't see that part of the roof, but this is kind of 18 what they look like. They're in trays. And then they 19 have their own irrigation system, and this is kind of how 20 it will be laid out on the roof. 21 And if you do have any additional questions 22 about that, I would definitely direct that to the 23 applicant because this is about the extent I can give you. 24 And then lighting, this is the light poles that 25 they have provided. They would be 16 feet max. 14 feet
Page 30 1 next slide, as a water table around all four sides. And 2 then they have that darker stone would be on these 3 columns. And then the rest would be that metallic silver 4 material, and then cast in place concrete. 5 And, again, here are the other elevations. As 6 you can see, here's that water table that continues. 7 And, so, staff did have some concerns about the 8 architecture off the elevations. The Design Guidelines do 9 call for less corporate branding. We do want the 10 buildings in Creve Coeur to kind of reflect that they're 11 individual to Creve Coeur, and so that's something that 12 the Design Guidelines called for. As well as breaking up 13 like long expanses of facade. So that can be done with 14 either adding some additional windows up here to kind of 15 reflect the glass in front. Maybe adding some additional 16 stone, like making that water table higher, bringing that 17 stone table up a little bit more on all sides. And also 18 providing some plane breaks to break up those long 19 expanses of the building of the same material. 20 Those are just some examples that staff had to 21 kind of reduce that corporate branding. 22 And, again, here's the building materials that 23 were passed around. 24 The proposed building layout, so, here's where 25 you enter that service area, and then the 40 parking --	Page 32 1 with a 2-foot base. And as they explained, they are 2 downcast and shielded per our requirements, and they do 3 not cast any castoff light on to the adjacent roadway 4 surface, which is what we look for. So, we don't have any 5 concerns there. 6 They do also have that ability to be dimmed in 7 off hours. 8 And then for the boundary adjustment, what we 9 look at there is just to make sure that they're not 10 creating any nonconformities with the new lot, and they're 11 not, so they -- they're well over the minimums of -- of 12 new lots in the GC District, and so we don't have any 13 concerns there. They have the correct setbacks. They 14 have the correct widths, depths and acreage, so, no 15 concerns there with that. 16 And then just areas of review that I wanted to 17 leave you with. 18 The exterior elevations, the amount of stone 19 material and integration material into the overall design; 20 the amount of landscaping provided along site in exchange 21 for that site coverage bonus, and then the size of the 22 parking area in relation to the site coverage bonus 23 request. 24 Any questions? 25 ACTING CHAIRMAN WANG: Thank you.

Page 33 1 Any questions? 2 MR. POTASHNICK: Green roof. 3 MR. BUELTER: Yes. 4 MR. POTASHNICK: Would you give us some 5 commentary from your perspective. 6 MR. BUELTER: Oh, and I'm new to green roofs, 7 but, yes, I -- I agree that it, from that standpoint, I 8 think it's great that, you know, you proposed it. 9 Again, the discussion on, you know, whether it's 10 truly a good credit, but, yeah, from -- from that 11 standpoint, he is correct, you know, cost savings, 12 electrical benefit for heating and cooling, so, you know, 13 as long as you maintain, you know, your green roof, 14 definitely positive. 15 MS. RICHTER: Did I hear you say that MSD 16 maintains the green roof? 17 MR. STOCK: No. No. MSD -- so, Spirit Lexus 18 will enter an agreement, a maintenance agreement with MSD 19 guaranteeing they maintain the roof. If they don't, then 20 MSD has the right to come in and back charge to maintain 21 and make sure it's operational. 22 MR. POTASHNICK: So, there's significant annual 23 cost to maintain the roof? 24 MR. STOCK: Well, you have the irrigation, water 25 system. I don't know that it's -- it's significant, you	Page 35 1 MR. STOCK: It will probably be a separate 2 irrigation system on the roof than what the parking lots 3 are, but I don't know they would be hooked to each other. 4 MR. BUELTER: And then the landscaper that takes 5 care of the lot is the same that takes care of the roof? 6 MR. STOCK: We haven't gotten into that 7 detail -- level of detail yet -- 8 MR. BUELTER: Sorry. 9 MR. STOCK: No, but it's -- that's a fair 10 question. Not had that asked before. 11 You know, but because, typically, what happens 12 is the bio-retention basins, which we have two of them, 13 and this is our fault, Bethany, we didn't point it out, 14 that also has negative -- negative -- native plantings. 15 So the .68 acres is actually more because both 16 those bio-retention basins have the native plantings. 17 Where we've had problems and, you know, when we 18 started doing bio-retention basins the maintenance comes 19 in, don't know how to maintain them. You know, they 20 didn't know weeds from a native grass. 21 I think most maintenance companies are much more 22 educated, and they know how to maintain, and they become a 23 feature. You know, the native grasses and plantings are 24 actually architectural feature, as well as it's 25 sustainable for the stormwater.
Page 34 1 know, as long as it's looked at and it's maintained and 2 there's water in those irrigation running. 3 We have -- we've designed, we've been involved 4 with Josh specifically, so some of the buildings that come 5 in -- both Centene buildings in Clayton have the green 6 roofs. The most recent Forsyth Pointe building in -- 7 in -- in Clayton has the green roof, as well as the 8 Crescent has a green roof. 9 I'm not aware of any extraordinary costs 10 associated with the green roof. It's certainly -- the 11 other choice is to make the parking lot all porous 12 asphalt. There's probably more maintenance with the 13 porous asphalt. You can't snowplow it. Some people don't 14 like the way it looks. And it provides no benefit for the 15 energy savings of the building, where the green roof is 16 providing mechanical system, so porous parking lot does 17 not. 18 Just not, you know, not all corporations in 19 St. Louis have embraced the green roof, you know, it's a 20 tool that we have. Lexus is embracing it, willing to 21 commit to the expense associated with it. 22 MR. BUELTER: Two -- two quick questions on 23 that, and I know I'm down into the weeds, but the 24 irrigation system is taking care of the rest of the lot, 25 is it hooked to the same, are they all --	Page 36 1 So, I don't know who maintains the roof standing 2 here today. Oh. 3 MR. WALKER: So, this is important. 4 There's two or three really important features 5 of what a green roof is. And everybody goes it's a green 6 roof, you're going to paint it green. No, we're not going 7 to do that. 8 This is a tray system that is full of botanicals 9 and media, and a very specific mix of plant material that 10 grows extremely slowly. So, and when I mean extremely 11 slowly, like a quarter of an inch a year. 12 The advantage is, from a construction 13 standpoint, it costs a lot more money to do this, cause I 14 have to enforce the roof; I have to use a thicker steel; I 15 have to use a thicker membrane on the roof because of the 16 additional weight. 17 But the great benefit of this, the beauty of 18 this is we now take 50,000 square feet of nonpermeable 19 surface, a rubberized roof, a metal roof, we turn it into 20 soil, so that rain doesn't go into the stormwater system, 21 it stays in the roof because that's what waters the 22 plants. 23 Now, if we have a dry summer, kind of like what 24 we had this year, there is a very small drip irrigation 25 system, and a quarter inch hose, that's all it is. This

Page 37 1 stuff needs absolutely minimal maintenance by design. But 2 the -- the real beauty of this is it now takes 3 50,000 square feet of nonpermeable surface and turns it 4 back into permeable surface. That's the beauty of the 5 green roof. This had a -- comes with a 6 -- on a building 6 this size, 6, \$800,000 cost to do this. 7 MR. POTASHNICK: That's incremental cost -- 8 MR. WALKER: Absolutely. 9 MR. POTASHNICK: -- over a conventional roof? 10 MR. WALKER: Absolutely. 11 MR. POTASHNICK: And that's how much -- I guess, 12 it's -- that's like \$10 a foot, \$12? 13 MR. WALKER: It's about 12. 14 They actually -- these trays are four-by-four 15 trays. They're pinned together. They're actually 16 delivered to the roof. 17 I've done several green roofs. Extremely low 18 maintenance, extremely low attention has to be required to 19 this. 20 But, again, the beauty is it takes all of that 21 rain and snow and sleet and it keeps it there, so it 22 doesn't go into the stormwater system at all. It turns, 23 basically, a flat roof into a field, and that's the whole 24 purpose of it. The maintenance is virtually none. 25 There's a drip system that has a sensor on it, so if it	Page 39 1 equal to the -- the roof, or if you're in the mezzanine, 2 which is more so storage for this area for parts, and 3 there's some offices up there, there's some windows, you 4 can see it, sure. 5 ACTING CHAIRMAN WANG: And what does it look 6 like, flowers? 7 MR. WALKER: It looks like an herb garden. I 8 can show you some pictures I have on my phone, I'd be 9 happy to show you a couple roofs I've done. I can do that 10 after the meeting or -- 11 ACTING CHAIRMAN WANG: Oh, sure. 12 MR. WALKER: -- or whatever. 13 ACTING CHAIRMAN WANG: Okay. 14 MR. WALKER: But it's -- it's very pleasing. 15 It's not -- it's not weeds. It is material that is 16 specifically designed for this purpose. 17 And the systems come from the Netherlands, 18 believe it or not, they come from overseas. 19 I've done a bunch of them in Pennsylvania. 20 Again, I'm a Lead certified builder. This was a 21 spinoff of Lead a number of years ago for the vegetative 22 roofs. 23 But, mostly, it's to take a flat, nonpermeable 24 surface and turn it back into dirt. That's the beauty of 25 it, if that helps.
Page 38 1 needs water, the system will turn on, just like a 2 irrigation system on a golf course or at your house or 3 whatever. 4 MR. POTASHNICK: And a heavy snow doesn't add -- 5 MR. WALKER: We design for snow anyway. 6 MR. POTASHNICK: -- a load? 7 The what? 8 MR. WALKER: Yeah, we design the roof for snow 9 load anyway, but the snow is just one more level of 10 moisture participation. And that's the -- that's the true 11 beauty. 12 And if you're not familiar with the green roof, 13 and not very many people are, this is a -- typically, 14 green roofs were started because you had like a well on a 15 septic system, so if you wanted parking lot, you had to 16 get permeable surface back, so we would vegetize a roof, 17 so that our -- we'd have more room for a sanitary system, 18 if that -- that helps. That's kind of what spun out. And 19 then environmentally, obviously, it's a -- it's a very 20 nice thing. 21 ACTING CHAIRMAN WANG: So, the -- Ms. Moore 22 indicated that you can't see it from the ground level, but 23 can you see it any other point or can people from other 24 buildings see it? 25 MR. WALKER: If you're -- if you're high or	Page 40 1 ACTING CHAIRMAN WANG: Okay. 2 Other questions? 3 MR. POTASHNICK: For staff, do -- is irrigation 4 required? I didn't see that. 5 MS. MOORE: For the landscaping? 6 MR. POTASHNICK: Is irrigation required for all 7 the landscaping? 8 MS. MOORE: Yes, and it's provided. 9 MR. POTASHNICK: It's in -- 10 MS. MOORE: It is. 11 MR. POTASHNICK: -- here someplace as a 12 requirement? 13 MS. MOORE: Yes. 14 MR. POTASHNICK: I -- so, could we go over the 15 exterior then again. 16 MS. MOORE: The slides? 17 MR. POTASHNICK: The exterior of the building. 18 I'm -- I'm a -- started with you, conceptually, 19 is a great looking building. 20 And I probably should preface this by saying, 21 I'm a longtime customer of that -- of that. 22 MR. WALKER: I'm sure that will make Mr. Leep 23 happy. 24 MR. POTASHNICK: Okay. And I've been through 25 the --

Page 41 1 MR. LEEP: I recognize. 2 MR. POTASHNICK: I've been through the existing 3 facility a jillion -- a jillion times. 4 And Chris Blumeyer is a sensational, sensational 5 human being. 6 VOICE: Just got 40 years. 7 MR. POTASHNICK: Yeah, I can tell you -- I can 8 tell you some classic great stories about his level of 9 service that few people -- few people could match, if you 10 wanted to stay afterwards. 11 But, so, what I'm kind of struggling with, a 12 suggestion, so, I don't -- I know we want to be more 13 specific than fix up -- fix up the side of the building, 14 so could you give us some renditions that we can discuss 15 for a few minutes and -- and see -- and see if we couldn't 16 reduce something to -- to something that we would all 17 understand and get behind or debate or discuss or support. 18 MS. MOORE: In terms of suggestions for the 19 exterior? 20 MR. POTASHNICK: Yeah, for fixing up the -- 21 MS. MOORE: A few -- well, a few suggestions 22 that staff had would be maybe some windows on the sides, 23 some higher windows; some -- maybe some plane breaks, 24 which would break up that longer facade, and then also 25 incorporating the stone material a little bit more on all	Page 43 1 it's just -- it looks like sod. 2 MR. POTASHNICK: Okay. 3 ACTING CHAIRMAN WANG: Moss. 4 MR. STOCK: Well, mossy, there you go. 5 MS. MOORE: Larry, also, I think the applicant 6 would like to speak to that as well. 7 MR. POTASHNICK: Okay. 8 MR. LUMLEY: Just let the record reflect that 9 the applicant's showing some pictures of green roofs to 10 the Commission. 11 VOICE: Sorry. Thank you. 12 MR. POTASHNICK: Thank you for the pictures. 13 Show and tell is now over. Back to business. 14 MR. WALKER: So, in the design process of car 15 dealerships, I have to keep three people happy, which is 16 impossible. 17 I have to keep my client happy on what they want 18 and how it works; I have to keep the Planning Commission, 19 the BZA and the town council happy, and I have to keep the 20 manufacturer happy, so in this case Lexus. 21 So Lexus has a very restrictive what's called 22 design or image. And, so, you can see on the sample 23 board, ACM is a -- we abbreviate everything in the car 24 business. ACM stands for aluminum composite material, 25 that's all it is. It just means they're aluminum enamel
Page 42 1 sides, upping the percentage. 2 MR. POTASHNICK: And, so, how are we going to 3 reduce that into part of our motion? 4 MS. MOORE: That would be up to you. 5 MR. POTASHNICK: Well, I'm trying to come up 6 with something specific enough, so that we can conjure up 7 a -- an amendment to the -- to what's -- to what's here. 8 And while you're -- while you're thinking 9 about -- 10 MS. RICHTER: Revised exterior. 11 MR. POTASHNICK: To the exterior wall? 12 MS. RICHTER: Revised exterior. You could put 13 it -- 14 MR. POTASHNICK: Do what? 15 MS. RICHTER: Revised exterior. 16 MR. STOCK: I'm approaching. 17 (Speakers are away from the microphone.) 18 ACTING CHAIRMAN WANG: Oh. (Inaudible.) 19 MR. STOCK: That's Centene in Clayton. So, it's 20 low cut, nothing hanging over the sides. 21 MR. POTASHNICK: Would you point to it, please. 22 VOICE: The whole thing. 23 MR. POTASHNICK: Oh, okay. 24 MR. STOCK: So, this is Centene in Clayton. Let 25 me just get 2Ds. Those are the two Centene buildings, so	Page 44 1 panels. 2 And the great thing about ACM is it's extremely 3 durable. It doesn't fade. So it's not a paint surface, 4 so you don't get fading. It doesn't dent very easily, so 5 you don't have any problem with hail and rain and stuff 6 like that. Extremely low maintenance. It's kind of 7 expensive. Installed it's about \$56 a square foot. This 8 is a big building. Has a lot of ACM. 9 Lexus also incorporates stone on their 10 buildings, but, typically, only on the front. So, with 11 the meeting with staff, they liked the idea of the stone 12 around the building. So I've already been to Lexus, and 13 we've got that stone all the way around the building 14 approved, which is not a small task to get Lexus to change 15 anything. 16 Especially, this is a brand new image for Lexus, 17 so they're even more particular. 18 So, you've been to the current Lexus store, it 19 doesn't look like this one. 20 So about every seven years the OEMs come out 21 with a new image program, and it talks about everything 22 from paint palette, floor samples, floor tile, carpet, 23 reflective ceiling plan, lighting plans, everything, 24 furniture, fixtures, and it's all encompassed, and they 25 don't like to vary from it, just like McDonald's doesn't

Page 45 1 or Costco or Nissan or Toyota or any of the other 2 manufacturers. 3 But they also recognize that there's local codes 4 and covenants and programs that are important to the 5 communities, and that's why we do things like the EV 6 charger, which is becoming a very robust program for Lexus 7 and Toyota. They're a parent company. More and more EV 8 cars, public needs those chargers, so that's -- that's a 9 big program. 10 So, car dealerships are always tough, and 11 parking's always an issue, but you got to remember that's 12 the shelf space. 13 So, you go into Walmart to buy a pair of jeans, 14 and you go to the pants section and they're on shelves. 15 We can't do that with cars. We have to have the spots 16 outside. Those are all required by Lexus. They're 17 required, the number of guest parking, the number of 18 service parking, employee parking, handicap parking, all 19 of that goes into that number, so that's where that number 20 came from. 21 Based on kind of a complicated form we call 22 planned volume, that's what drives the number of parking 23 spaces dictated for this market to support -- 24 VOICE: They're talking more about the side of 25 the building.	Page 47 1 MR. LUMLEY: Make it show to the Council that 2 they've tried to address the -- the concerns that the 3 Commission had, you know, in terms of breaking up the 4 planes, you know, adding windows, that sort of thing. 5 Cause I think ultimately the big concern is 6 you've just got this long flat line -- 7 VOICE: Understood. 8 MR. LUMLEY: -- and I don't -- I don't play an 9 architect on TV, nor am I one, so, I wouldn't pretend -- 10 and I don't think anybody here wants to try and design it 11 for you, but I think if -- 12 MR. WALKER: Something -- 13 MR. LUMLEY: -- the Commission -- 14 MR. WALKER: Something like this. Like that. 15 MR. LUMLEY: Yeah, I think if the Commission 16 identified specific concerns -- 17 MR. WALKER: Okay. 18 MR. LUMLEY: -- then they can take that back, 19 and by the time they get to City Council show how they 20 tried to address it. 21 MR. POTASHNICK: But it's more than windows, I 22 think. I think I heard you say. 23 MR. JAGGI: Just to add to the discussion, I 24 think the windows are -- would go a great -- would go a 25 long way toward addressing our concerns with a lot of the
Page 46 1 MR. WALKER: Right. Well, I was talking about 2 the parking -- 3 VOICE: Yeah, yeah. 4 MR. WALKER: -- and how we got there. 5 So, specifically on -- on this building, I don't 6 think there would be any problems adding some windows, 7 especially in the shop because that's a real positive 8 thing for the technicians is to have some natural light 9 come in. 10 Those windows would typically run longways, not 11 up and down, so we could take advantage of the sun coming 12 in. So, I don't think that would be an issue, if that's 13 a -- a component. I think that would be fine. 14 That was a long answer, I apologize. 15 VOICE: So -- 16 ACTING CHAIRMAN WANG: One second. 17 Can I have Carl. 18 MR. LUMLEY: Well, to -- to Larry's question 19 about how to word it, and -- and taking into account what 20 you're saying, I mean I think if the Commission identified 21 concerns that it would like addressed, you know, prior to 22 submittal to City Council, then the applicant can take 23 that into consideration and actually do architectural work 24 as opposed to us trying to word it. 25 VOICE: Yeah, we can revise the rendering.	Page 48 1 blank sides of the building that you see. 2 We've seen that with other dealerships where 3 they're high-level windows like he's describing, so I 4 think that -- that helps. 5 The other things you could consider as, perhaps, 6 a little bit more stone, like Bethany said, bringing that 7 up a little bit. I don't know if that's something Lexus 8 would agree to. 9 The change in plane would probably be the third 10 level of -- in order of what would give you the most bang 11 for the buck, you know, the -- the plane change is 12 probably not that significant. It would help. But I 13 think -- I think the windows really is a big difference. 14 MR. POTASHNICK: Color up on -- you said plane? 15 MR. JAGGI: Plane, P-L-A-N-E, like offset, so 16 it's not just one continuous straight facade. There's a 17 change in the plane. 18 MR. BUELTER: Or like you go along and it 19 interrupts with a different color. 20 MR. WALKER: So, this a change in plane here. 21 This is a change in plane, meaning that the 22 buildings have different projections. That's -- that's 23 what he's referring to. 24 MR. POTASHNICK: So, if we said something like 25 we'd get -- like to get the windows, stone and plane

Page 49 1 revised and approved by staff prior to going to Council 2 for further approval, would that -- something like that 3 fly? 4 MR. JAGGI: Yeah, I think that you would direct 5 the applicant to consider revising the exterior elevation 6 from corporate windows, additional windows on the -- on 7 the facade, as well as consideration of additional stone 8 and changes in plane to -- before presentation to the City 9 Council. 10 MR. WALKER: The plane will be a tough one, I'll 11 just be honest with you, and I'll show you why. 12 MR. POTASHNICK: Well, I thought I heard you 13 were the best. It's insurmountable? 14 MR. WALKER: I wanted to -- to -- there. Thank 15 you. There. 16 So this is a plane. This is a plane. 17 So, on staff's advice, we actually pulled the 18 service drive back. Say it was about up in here, so this 19 is a change in plane. 20 The area of concern in plane is back here in the 21 shop, which is a long straight wall. So, you're talking 22 about then inseting or outseting, which changes our 23 footprint, which changes everything architecturally. 24 I can add windows without any problem. And I 25 don't know that plane was the lowest one on the pecking	Page 51 1 But I mean the combination of maybe some 2 additional stone, bringing that stone up higher, and the 3 additional windows, I think would largely solve staff's 4 concerns with the elevations. 5 MR. WALKER: Yeah, and I think both of those are 6 very doable. 7 MR. BUELTER: So, the windows add is for all 8 three planes around the service bays or -- I'm just 9 asking. 10 MR. JAGGI: We've got -- let's bring up that 11 slide. That's a good question. Yeah. 12 MR. CHIP WALKER: I can show you. I was going 13 to say, I can show you on the board. Sorry. 14 I'm sorry. There. 15 MR. BUELTER: And I'm not trying -- 16 MR. WALKER: She wants me to talk into the 17 microphone. 18 MR. STOCK: Yeah, there's a pointer -- there's a 19 pointer on the red button. 20 MR. WALKER: Okay. So we're talking about 21 windows here and windows here and window -- can you see 22 that, okay? And windows here, which is, basically, the 23 shop portion where the service bays are. 24 Obviously, the front elevation, the sides 25 elevations of the showroom are all glass, so that --
Page 50 1 order. 2 And on the stone, we chose 36 inches. There was 3 no magic to that. We wanted to get something that was 4 significant with also some regard to costs, cause the 5 stone's expensive. And I don't know if that is 36 to 50, 6 or what that might be, so maybe some feedback on that 7 would be helpful. 8 I think windows is not an issue. 9 The plane change or inset, outset in the shop 10 area would be very difficult. 11 MR. POTASHNICK: So, Jason, you said stone, 12 you'd like to see it raised by how much? 13 MR. JAGGI: I don't -- I don't think there's a 14 specific amount we're looking for. It's just the water 15 table. It does help. It's something that's extra that 16 they're doing to address the City's guidelines and 17 concerns. It just seems to us maybe a little bit more 18 than what you have, if that's possible might -- 19 MR. WALKER: Higher? 20 MR. JAGGI: Higher. Yes. 21 So, that's something that if -- if they're 22 agreeable to, we could work with them on that. 23 MR. WALKER: And we can do that with the windows 24 also, yeah. 25 MR. JAGGI: Okay. Yeah.	Page 52 1 that's pretty easy. 2 And then I -- I don't know, we'd just have to -- 3 more or I don't know what that means, but we certainly can 4 do that. 5 MR. STOCK: I think we can sketch up a 6 drawing -- 7 MR. WALKER: Absolutely. 8 MR. STOCK: -- share it with staff, and have 9 staff opine on it. Probably the easiest. 10 MR. WALKER: Yeah. 11 MR. STOCK: Where you're -- where you're 12 suggesting -- 13 MR. WALKER: Yeah. 14 MR. STOCK: -- putting it, and let them take a 15 look at it. 16 MR. WALKER: We chose 36 as a happy medium. 17 That's -- there was no other madness to that, if that 18 helps. 19 MR. POTASHNICK: Few more questions. 20 We just recently approved a auto dealership with 21 no surface vehicles. 22 ACTING CHAIRMAN WANG: You mean the -- the 23 specialty car, that exotic car place? 24 MR. POTASHNICK: No. The -- the -- the Bayer 25 Campus where we have -- where we have an opportunity for a

Page 53 1 car dealership, it all has to be enclosed. 2 Why do we have -- 3 MR. JAGGI: We -- we allow that as a -- an 4 allowable use within the Bayer -- this is a specific 5 proposal in a different area of the city, but, yeah, to 6 your point, we allowed that going through all the uses 7 that would acceptable to the Bayer Campus. We did not 8 want something like this, quite frankly, in that mixed-use 9 development. 10 So, I would say that's a totally different type 11 of development than the -- than the land uses we have 12 along Lindbergh Boulevard that are zoned General 13 Commercial. But I feel like they're a little different, 14 you know, but, yeah, we did -- we did discuss it. 15 MR. POTASHNICK: So the question is the staff is 16 comfortable with -- 17 MR. JAGGI: Yes. 18 MR. POTASHNICK: -- with these vehicles being on 19 the surface parking lot? 20 MR. JAGGI: We are with the question, and I 21 think that's something that they've also mentioned in 22 terms of is there the ability to maybe to shrink that down 23 a little bit with some of the parking that's on site, that 24 would then kind of lower the site coverage, perhaps. 25 I think that's still an area that you all should	Page 55 1 the City Council to consider, we would ask that. 2 But, the 441 brings us to 67 percent. It's 2 3 percentage points difference between the 69.6. 4 So, I don't know how the motion is, but I think 5 we're committed to reducing some of the parking, work with 6 staff to increase that open area, green space, and give to 7 consideration of City Council. 8 MR. POTASHNICK: Okay. If -- if we were to ask 9 that, is there some way to configure the -- so that later 10 if you needed to come back to expand, where we could -- 11 you could reconfigure this and we're not creating like 12 some construction hardship? 13 MR. STOCK: I think that's exactly what we would 14 do is, you know, we would -- I call it bank parking. So, 15 yeah, you don't put the parking in today and it's green 16 area, it's native planting. But the grades and the 17 topography and the infrastructure is in place that if we 18 had to put the parking spaces under approval by the City, 19 we'd come back and do that. Deferred parking, bank 20 parking, so. 21 MR. POTASHNICK: So, if we scaled back slightly, 22 you're saying it wouldn't be a hardship to you to come 23 back later in the -- 24 MR. STOCK: No. Yeah, no. 25 MR. POTASHNICK: -- in the --
Page 54 1 discuss. But it sounds like there's some willingness on 2 their part to bring that down a little bit, which would 3 certainly help. 4 MR. POTASHNICK: All right. So, I was going to 5 ask that cause I -- 6 Could somebody explain that again, so that I can 7 like understand this, and -- and if we're going to come up 8 with a suggestion, so we can actually reduce something to 9 something that we can follow? 10 MR. STOCK: Yeah, I think what -- what -- during 11 the presentation what I mentioned is that Lexus is 12 requiring a minimum, 2023, of 441 vehicles to be on site. 13 We've asked for 478, so -- I'm sorry, 487. I'm sorry 487 14 is our request. 15 As I explained, Lexus' requirement in 2019 was 16 392; 2021, 441. We're in 2023, 441. 17 We tried to build some additional in here, 487, 18 and stay under the 70 percent, that's the maximum you 19 allow. 20 So, if -- and we're open. We're open to 21 discussion to increase that green area and reduce the 22 parking. I don't know that we'd want to commit to 441 23 because we expect that they're going to ask for more. But 24 if it's like the windows and if it's like the stone, if we 25 can come back, work with staff on some intermediate for	Page 56 1 MS. RICHTER: Be an expense. 2 MR. JAGGI: Yeah, one suggestion I would have is 3 if you're comfortable, maybe we can just set a maximum 4 site coverage of 67 percent, and that would -- you would 5 just have to pull back the site a little bit from the 6 percentage you're showing now to no more than 67 percent, 7 and then that allows you flexibility on how you configure 8 all that and doesn't -- 9 MR. STOCK: Well, I think what -- so, I don't 10 know that I'd want the 67 -- all of this has happened in 11 the last three hours, you know, relative to some of the 12 parking, and, you know, the 487 versus 441, you know, 13 because, obviously, staff has brought it up in the report, 14 it's a discussion item. 15 I think you have a commitment from us that we'll 16 reduce the parking and increase the green space, so 17 lowering the percentage. 18 I don't -- 67 is not a drawing, it's math, if 19 you eliminate these spaces, 350 square feet for parking 20 space, yeah, I think, you know, typically, you draw it. 21 We draw it in a drawing. We have a CAD drawing and give 22 you calculations with the percentages. 23 This has just been, well, if we get rid of 487, 24 go down to 441, our -- we end up at about 67 percent. 25 I don't know if there's a -- a recommendation

Page 57 1 from the Planning Commission going to the City Council 2 that things like on the building, you know, glass is given 3 consideration, stone's been consideration, and 4 consideration reducing the parking to where we can draw 5 it, calculate the number, bring it back to staff and 6 then the City -- well, actually, you approve the 7 percentage. 8 MR. JAGGI: The only challenge with that is we 9 have to have something to work with. We -- I don't know 10 that we can just do we'll just lower it. What are we 11 going to lower -- 12 If we can commit to 441, that's something we can 13 work if, perhaps, a lower percentage, we can work with. I 14 just don't know -- 15 MR. WALKER: Yeah, it's -- it's -- I guess my 16 question is is if that's a 10 percent lowering of the 17 parking spaces overall, does that 35 or 40 parking spaces 18 really make a difference in the big picture, rather than 19 coming back and doing something later or -- that's why we 20 tried to do some consideration with the green roof, the 21 sidewalks and some of the other things that George laid 22 out. 23 MR. STOCK: Correct. 24 MS. RICHTER: I have a question. I -- Lexus is 25 requiring 441, and I understand that.	Page 59 1 same time, you know, I think the last thing, we -- we work 2 very closely with our staff, and we don't send them out 3 feeling like we beat -- we beat them up and -- 4 MR. WALKER: They've been great -- 5 MR. POTASHNICK: And -- 6 MR. WALKER: -- to be honest. 7 MR. POTASHNICK: And we -- we didn't -- 8 MR. WALKER: We met a couple times. 9 MR. POTASHNICK: -- and we didn't listen to them 10 because they're thinking about the globalness of -- of 11 Creve Coeur. 12 So, how about some feedback. 13 MR. JAGGI: You can approve it as presented, if 14 you want. There's nothing to preclude you from doing 15 that. It's just we want the site coverage bonus. 16 I think -- I think they've made some good 17 arguments in terms of the green roof. That is not 18 something we have here. It'd be our first green roof. 19 The ordinance says you can consider innovative 20 site features via a site plan. That's what -- this is a 21 component of the site plan. There is a relationship with 22 the green roof to what would, you know, in terms of 23 coverage and green space on the site. It's an exchange. 24 I mean I think there's enough there that they 25 presented to you that you can take that and that can help
Page 58 1 MR. WALKER: Yes. 2 MS. RICHTER: Does the current location have 3 that many? 4 MR. WALKER: Probably have more. 5 VOICE: We have a three-story parking garage. 6 VOICE: Yeah. 7 MR. POTASHNICK: There's a huge garage. 8 MR. WALKER: They actually have a parking deck 9 there. 10 MR. POTASHNICK: Yeah. 11 MR. WALKER: So, we're trying to hedge Lexus' 12 bet by about 35 or 40 spaces for next year. 13 The reason we're doing that is because this is 14 going to be a brand new store. It will be a flagship 15 store for Lexus. Very expensive. They are going to want 16 more inventory in there. 17 Now, we don't have that in writing yet. And I 18 want to be perfectly clear on that. We're hedging our 19 bet. That's why I was asking does the 35 or 40 slots 20 difference make that big of a difference. 21 MR. POTASHNICK: So does anybody have an opinion 22 about the number of spots? 23 I mean I'm -- I -- I really am hesitant to want 24 to restrict a successful business that has flourished, and 25 we would want to flourish in Creve Coeur. Yet, at the	Page 60 1 justify the site coverage bonus up to 69 point something 2 percent as presented. 3 I think there's a lot of concern, I understand 4 that as well, with trying to settle on a percentage or a 5 number of parking spaces. If that's not really 6 irrelevant, then -- then I think they've presented some 7 reasons to grant them the site coverage bonus. 8 The other thing I would add is the native 9 landscaping, which is really a prairie-type of 10 landscaping, that's not something that we see that I think 11 is also being done as an extra to try to tie in this use 12 with the 39 North District. 13 So, they have come up with ways to try to 14 address some of these goals of the City. You could 15 package all that together in terms of the justification 16 for the site coverage bonus, but it is your discretion, 17 however you want to look at that. 18 MR. POTASHNICK: Okay. 19 And then I guess my last -- last sort of global 20 question is more staff commentary, please, on the 21 landscaping. 22 If we were going to suggest more landscaping 23 coverage, you would suggest what specifically? 24 MS. MOORE: One suggestion that we had that we 25 just threw out there was the expanding of the native

Page 61 1 landscaping area. That's just one area that you could 2 expand in limiting the -- and reducing the parking area 3 because that is such a large area already. 4 MR. POTASHNICK: By how -- by how much? 5 MR. JAGGI: I think we could just work with a 6 general, you know, the applicant shall consider additional 7 landscaping for staff review. 8 That's -- that's not -- I -- we can certainly 9 work with that. We can determine where maybe some extra 10 shrubs could go, just to enhance the site landscaping. 11 That's generally what we're talking about. 12 MR. POTASHNICK: Yeah. 13 And would you be comfortable with -- with that, 14 working that out with staff if we ask for more? 15 MR. STOCK: Yes. Absolutely. Yes. 16 MR. POTASHNICK: I didn't see the general 17 manager shake his head. 18 MR. STOCK: He wants a beautiful facility he can 19 sell cars. 20 MR. POTASHNICK: All right. 21 MR. BUELTER: Yeah, in my opinion the windows 22 and the building stuff is more important than landscaping. 23 Maybe I'm off base, but. 24 MR. POTASHNICK: You comfortable with some of 25 this stuff?	Page 63 1 MR. POTASHNICK: Okay. 2 ACTING CHAIRMAN WANG: Should we -- is there any 3 other comments? 4 I -- I have a speaker card from Mr. Cytron. 5 Have you spoken yet? 6 MR. CITRON: That's me. I was -- it was just in 7 case there was some question having to do with zoning or 8 legal issues, I -- George has covered it all, so -- 9 ACTING CHAIRMAN WANG: Okay. 10 MR. CITRON: -- no need for me to speak other 11 than here to answer questions. 12 MR. STOCK: He's the backstop. 13 MS. RICHTER: And already sworn in. 14 MR. STOCK: He's ready to go. 15 ACTING CHAIRMAN WANG: Sworn in. Sworn in. 16 Okay. 17 MR. LUMLEY: Ready for me then? 18 ACTING CHAIRMAN WANG: Yeah. 19 MR. LUMLEY: I offer the following exhibits into 20 the record of this public hearing: Documentation in 21 possession of the City Clerk reflecting the public notice 22 has been provided as required, the staff report, the 23 presentations by Mr. Stock and Ms. Moore, the City Code of 24 Ordinances and Charter, the City Comprehensive Plan and 25 the public file regarding this application.
Page 62 1 MS. RICHTER: I'm comfortable with the parking. 2 Our ordinance doesn't take any consideration of 3 the green roof. And it should make a difference, it's 4 just that we don't have any experience with it. 5 MR. JAGGI: Right. It's not specifically 6 listed, but our ordinance is, certainly, it says, as 7 Mr. Stock noted, but including, but not limited to, so it 8 is intentionally there are other things that can be 9 considered. 10 Just because a green roof isn't listed, doesn't 11 mean you can't consider it. 12 And you're right, we haven't had a proposal like 13 that, but, you know, Clayton has had several. They seem 14 to be doing really well. 15 You can look on Google Maps and you can see them 16 from an aerial view, so I don't have any concerns that 17 they will not be successful with it, because we have 18 others in the area and they seem committed to the 19 maintenance of it, and I think it was well explained, so. 20 MS. RICHTER: Well, they really don't want MSD 21 coming after them. 22 MR. JAGGI: And there's a protection that it's a 23 stormwater management feature, so there's a -- a little 24 bit of hook in terms of its -- from a regulatory 25 standpoint.	Page 64 1 ACTING CHAIRMAN WANG: Okay. 2 Can I get a motion on the boundary adjustment. 3 MR. LUMLEY: You can declare the hearing closed. 4 ACTING CHAIRMAN WANG: Oh. 5 The public hearing is now closed. 6 (The Public Hearing was closed at 7:17 p.m.) 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25

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

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

11
12
13 *Deborah McLaughlin* CCR, IL-CSR, KS-CCR
14 Deborah K. McLaughlin, RFR, MO-CCR, IL-CSR, KS-CCR

ACTING CHAIRMAN WANG: [35] 1/25 2/7 2/9 2/11 2/15 2/17 2/19 2/21 2/23 3/8 3/11 17/13 19/15 19/19 20/8 20/17 20/19 20/22 21/1 32/25 38/21 39/5 39/11 39/13 40/1 42/18 43/3 46/16 52/22 63/2 63/9 63/15 63/18 64/1 64/4 MR. BUELTER: [16] 2/14 6/20 6/23 6/25 7/14 14/7 14/15 33/3 33/6 34/22 35/4 35/8 48/18 51/7 51/15 61/21 MR. CHIP WALKER: [7] 17/11 17/15 19/18 20/1 20/12 20/18 51/12 MR. CITRON: [2] 63/6 63/10 MR. JAGGI: [17] 2/18 47/23 48/15 49/4 50/13 50/20 50/25 51/10 53/3 53/17 53/20 56/2 57/8 59/13 61/5 62/5 62/22 MR. LEEP: [1] 41/1 MR. LUMLEY: [11] 2/16 43/8 46/18 47/1 47/8 47/13 47/15 47/18 63/17 63/19 64/3 MR. POTASHNICK: [61] 2/8 20/21 20/23 25/11 25/18 25/20 31/4 31/7 33/2 33/4 33/22 37/7 37/9 37/11 38/4 38/6 40/3 40/6 40/9 40/11 40/14 40/17 40/24 41/2 41/7 41/20 42/2 42/5 42/11 42/14 42/21 42/23 43/2 43/7 43/12 47/21 48/14 48/24 49/12 50/11 52/19 52/24 53/15 53/18 54/4 55/8 55/21 55/25 58/7 58/10 58/21 59/5 59/7 59/9 60/18 61/4 61/12 61/16 61/20 61/24 63/1	MR. STOCK: [37] 3/6 3/12 6/22 6/24 7/4 7/15 14/13 14/16 14/22 15/2 20/10 20/13 20/16 20/25 33/17 33/24 35/1 35/6 35/9 42/16 42/19 42/24 43/4 51/18 52/5 52/8 52/11 52/14 54/10 55/13 55/24 56/9 57/23 61/15 61/18 63/12 63/14 MR. WALKER: [40] 14/21 14/24 20/15 36/3 37/8 37/10 37/13 38/5 38/8 38/25 39/7 39/12 39/14 40/22 43/14 46/1 46/4 47/12 47/14 47/17 48/20 49/10 49/14 50/19 50/23 51/5 51/16 51/20 52/7 52/10 52/13 52/16 57/15 58/1 58/4 58/8 58/11 59/4 59/6 59/8 MS. HALL: [1] 2/6 MS. MOORE: [19] 2/20 21/2 23/10 23/17 25/13 25/19 25/21 31/6 31/8 40/5 40/8 40/10 40/13 40/16 41/18 41/21 42/4 43/5 60/24 MS. RICHTER: [13] 2/10 23/8 23/15 33/15 42/10 42/12 42/15 56/1 57/24 58/2 62/1 62/20 63/13 MS. WALLER: [1] 2/22 VOICE: [10] 41/6 42/22 43/11 45/24 46/3 46/15 46/25 47/7 58/5 58/6 \$ \$10 [1] 37/12 \$12 [1] 37/12 \$40 [1] 14/5 \$40 million [1] 14/5 \$56 [1] 44/7 \$800,000 [1] 37/6	. .63 [1] 6/14 .63 acres [1] 6/14 .68 [2] 27/9 35/15 0 035 [2] 1/8 2/25 036 [2] 1/8 2/25 1 1,250 square [1] 26/3 1.14-inch [1] 8/21 1.2 acres [1] 8/3 1.2-acre [1] 7/21 1.4 percent [1] 13/14 10 percent [1] 57/16 10-foot [2] 24/6 28/8 100 [2] 14/10 19/10 100 percent [4] 18/13 18/17 18/22 20/1 10176 [3] 3/2 4/10 21/5 1100 [2] 4/10 12/7 1199 [1] 1/24 12 [1] 37/13 120 [3] 9/21 9/23 26/2 13 [1] 26/1 138 [1] 12/6 14 feet [1] 31/25 15 [1] 19/4 15-year [2] 7/7 8/23 16 [1] 31/25 176 [2] 22/16 26/5 19 [1] 27/23 2 2-foot [1] 32/1 20 [2] 19/4 19/11 2019 [2] 10/8 54/15 2021 [2] 10/8 54/16 2023 [3] 1/4 54/12 54/16 2030 [1] 4/17 23 [1] 27/23 23-035 [2] 1/8 2/25 23-036 [2] 1/8	2/25 25 percent [1] 14/10 25,000 [1] 19/11 250 square [1] 25/25 257 [1] 3/15 27 [3] 5/15 12/1 12/7 27 feet [1] 5/13 29 [1] 9/17 2Ds [1] 42/25 3 3.3 [1] 5/8 30 [4] 4/25 10/7 11/2 27/24 300 [1] 1/3 311 [1] 22/17 314 [2] 1/23 1/24 35 [3] 57/17 58/12 58/19 350 square [1] 56/19 36 [2] 50/5 52/16 36 inches [1] 50/2 36-inch [1] 16/1 39 [11] 4/19 21/7 21/21 21/23 21/24 22/7 22/9 27/5 27/12 27/14 60/12 392 [2] 10/8 54/16 4 4.7 acres [1] 5/8 40 [12] 6/6 9/23 15/20 22/13 26/2 30/25 31/1 31/10 41/6 57/17 58/12 58/19 405.360 [1] 26/15 43 [1] 26/4 441 [12] 10/2 10/3 10/9 54/12 54/16 54/16 54/22 55/2 56/12 56/24 57/12 57/25 46220 [1] 17/18 4772 [1] 1/23 478 [5] 9/16 10/3 10/10 10/14 54/13 487 [8] 6/11 22/15 26/5 54/13 54/13 54/17 56/12 56/23 5 5,000 square [1]	24/25 50 [1] 50/5 50,000 square [2] 36/18 37/3 53 [1] 23/12 53,000 square [1] 22/12 53,134 square [1] 6/5 55 [2] 6/7 25/7 57 percent [1] 8/5 575 [1] 4/18 576 [1] 13/14 6 6 p.m [1] 6/10 6.6 [1] 9/11 63 [2] 9/11 23/1 63 percent [1] 7/19 63005 [1] 3/16 63128 [1] 1/24 65 [1] 19/7 67 [4] 55/2 56/10 56/18 56/24 67 percent [3] 10/3 56/4 56/6 69 [1] 60/1 69.6 [3] 9/11 23/2 55/3 69.6 percent [3] 7/19 10/4 27/2 6962 [1] 17/17 6:00 [1] 1/5 7 7 p.m [1] 6/9 70 [2] 19/7 54/18 70 percent [1] 5/17 777 [1] 4/24 7:17 p.m [1] 64/6 8 8 acres [2] 5/5 21/16 8-acre [1] 24/22 80 [1] 13/14 9 9 a.m [3] 6/9 6/9 25/11 974-1199 [1] 1/24 A a.m [8] 6/9 6/9 25/11 25/11 25/13 25/13 25/14 25/14 abbreviate [1] 43/23 ability [2] 32/6
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A	add [5] 38/4 47/23 49/24 51/7 60/8 added [1] 15/25 adding [5] 11/8 30/14 30/15 46/6 47/4 addition [3] 4/17 6/14 6/16 additional [12] 23/5 30/14 30/15 31/2 31/21 36/16 49/6 49/7 51/2 51/3 54/17 61/6 address [7] 3/15 16/3 17/14 47/2 47/20 50/16 60/14 addressed [1] 46/21 addressing [1] 47/25 adjacent [1] 32/3 adjust [2] 5/22 28/2 adjusted [4] 23/24 24/3 27/25 29/3 adjustment [8] 3/2 4/8 13/5 13/6 21/4 21/14 32/8 64/2 Administrative [1] 1/15 advantage [2] 36/12 46/11 advice [1] 49/17 aerial [1] 62/16 after [2] 39/10 62/21 afterwards [1] 41/10 ag [1] 21/25 ag-tech [1] 21/25 again [25] 9/1 10/16 10/18 12/13 12/19 13/20 14/10 16/7 16/13 16/14 16/21 20/3 25/3 27/4 27/12 28/24 29/5 30/5 30/22 31/4 33/9 37/20 39/20 40/15 54/6 aggregate [1] 26/3 ago [1] 39/21 agree [2] 33/7 48/8 agreeable [1] 50/22 agreement [3] 9/6 33/18 33/18 air [1] 8/9 air-conditioning [1] 8/9	AJ [1] 1/11 Ali [1] 3/20 align [1] 22/6 all [37] 2/23 3/6 8/7 15/14 16/16 17/2 18/13 22/13 24/25 25/5 30/1 30/17 34/11 34/18 34/25 36/25 37/20 37/22 40/6 41/16 41/25 43/25 44/13 44/24 45/16 45/18 51/7 51/25 53/1 53/6 53/25 54/4 56/8 56/10 60/15 61/20 63/8 allow [2] 53/3 54/19 allowable [1] 53/4 allowed [6] 4/16 22/7 22/8 22/25 28/2 53/6 allows [1] 56/7 along [15] 6/1 6/1 6/12 8/4 10/18 23/20 24/3 27/10 27/22 28/9 28/12 28/23 32/20 48/18 53/12 already [3] 44/12 61/3 63/13 also [31] 3/19 6/1 8/10 9/19 12/15 12/16 13/25 15/8 19/2 21/7 21/14 22/8 22/18 23/20 24/5 24/16 27/8 27/15 28/8 29/16 30/17 32/6 35/14 41/24 43/5 44/9 45/3 50/4 50/24 53/21 60/11 altogether [1] 15/25 aluminum [3] 15/8 43/24 43/25 always [2] 45/10 45/11 am [3] 17/19 47/9 58/23 amendment [1] 42/7 amenities [3] 13/16 23/5 26/20 amount [9] 9/16 9/22 10/5 27/18 27/18 28/3 32/18 32/20 50/14 amounts [1] 27/22 announcement [1] 3/22	annual [1] 33/22 answer [3] 17/6 46/14 63/11 any [27] 8/9 11/6 16/8 17/6 18/11 20/5 23/15 23/17 23/18 26/16 31/21 32/3 32/4 32/10 32/12 32/24 33/1 34/9 38/23 44/5 45/1 46/6 49/24 62/2 62/4 62/16 63/2 anybody [2] 47/10 58/21 anymore [1] 18/12 anything [2] 23/13 44/15 anyway [2] 38/5 38/9 apologize [1] 46/14 appear [1] 31/15 applicant [7] 21/9 22/8 31/23 43/5 46/22 49/5 61/6 applicant's [1] 43/9 application [2] 1/8 63/25 Applications [1] 2/25 approaching [1] 42/16 approval [4] 4/8 4/11 49/2 55/18 approve [2] 57/6 59/13 approved [3] 44/14 49/1 52/20 approximately [4] 4/14 5/5 5/8 5/13 architect [2] 3/20 47/9 Architect/Builder [1] 3/20 architects [1] 17/19 architectural [2] 35/24 46/23 architecturally [1] 49/23 architecture [2] 15/13 30/8 archives [1] 7/6 are [80] area [38] 7/24 7/24 19/20 21/23 21/25 22/1 22/3 23/22 24/10 24/25 26/4 27/9 28/13 28/17 28/25 29/3 29/6 29/20 29/22	29/22 30/25 31/2 31/9 31/11 32/22 39/2 49/20 50/10 53/5 53/25 54/21 55/6 55/16 61/1 61/1 61/2 61/3 62/18 areas [3] 26/19 28/14 32/16 arguments [1] 59/17 around [15] 8/4 13/19 14/20 15/2 16/1 25/5 28/5 28/6 29/23 29/25 30/1 30/23 44/12 44/13 51/8 arrow [1] 31/7 art [5] 5/2 12/13 15/16 23/5 26/20 as [63] 5/4 8/12 8/16 8/16 10/20 10/20 11/5 11/11 11/21 12/3 12/13 13/3 13/3 13/3 15/2 16/10 16/16 16/18 17/23 19/15 19/16 21/12 21/12 22/4 22/10 22/11 23/4 23/23 24/5 25/8 26/7 26/19 27/11 28/23 29/7 30/1 30/5 30/12 30/12 32/1 33/13 33/13 34/1 34/1 34/7 34/7 35/24 35/24 40/11 43/6 46/24 48/5 49/7 49/7 52/16 53/3 54/15 59/13 60/2 60/4 60/11 62/6 63/22 Asim [1] 3/20 ask [6] 10/9 54/5 54/23 55/1 55/8 61/14 asked [3] 28/15 35/10 54/13 asking [10] 9/10 10/2 10/14 22/23 22/24 23/1 27/2 29/1 51/9 58/19 asphalt [2] 34/12 34/13 associated [4] 3/1 9/21 34/10 34/21 Associates [2] 3/15 3/18 assuming [1] 20/6 at [33] 3/2 3/4 4/10 4/22 4/24 5/17 7/21 8/12 9/12 10/3 10/7 12/18 13/9 13/10
----------	--	---	---	---

A	be [83] beat [2] 59/3 59/3 beatification [1] 26/21 beautification [1] 27/6 beautiful [2] 12/14 61/18 beauty [6] 36/17 37/2 37/4 37/20 38/11 39/24 because [21] 10/22 17/25 20/2 23/15 25/22 26/6 27/13 31/23 35/11 35/15 36/15 36/21 38/14 46/7 54/23 56/13 58/13 59/10 61/3 62/10 62/17 become [1] 35/22 becoming [1] 45/6 been [17] 4/23 4/25 7/23 9/15 10/7 12/25 15/25 18/6 34/3 40/24 41/2 44/12 44/18 56/23 57/3 59/4 63/22 before [4] 3/22 18/21 35/10 49/8 behalf [2] 4/3 4/11 behind [2] 10/15 41/17 being [5] 7/2 16/17 41/5 53/18 60/11 believe [2] 31/12 39/18 benefit [8] 8/1 8/7 8/25 11/21 13/20 33/12 34/14 36/17 Benefits [1] 16/21 best [3] 6/25 12/22 49/13 bet [2] 58/12 58/19 Bethany [5] 1/14 13/1 21/2 35/13 48/6 between [8] 5/10 5/22 15/22 21/18 28/11 28/18 29/24 55/3 beyond [1] 13/22 big [6] 44/8 45/9 47/5 48/13 57/18 58/20 bio [6] 6/12 8/19 16/23 35/12 35/16 35/18	bio-retention [6] 6/12 8/19 16/23 35/12 35/16 35/18 bit [19] 6/4 7/17 12/25 15/3 15/24 22/23 27/25 28/4 29/1 29/20 30/17 41/25 48/6 48/7 50/17 53/23 54/2 56/5 62/24 blank [1] 48/1 bleeding [1] 20/3 bleeds [1] 20/4 Blumeyer [1] 41/4 board [2] 43/23 51/13 boards [1] 15/2 bonus [14] 22/24 23/1 23/3 26/12 26/17 27/1 27/20 29/2 32/21 32/22 59/15 60/1 60/7 60/16 botanicals [1] 36/8 both [8] 5/25 7/5 8/16 27/22 29/11 34/5 35/15 51/5 Boulevard [5] 5/7 7/9 20/14 23/21 53/12 boundary [9] 3/2 4/8 5/21 13/5 13/6 21/4 21/14 32/8 64/2 Brad [1] 3/18 brand [4] 16/7 16/8 44/16 58/14 branding [2] 30/9 30/21 break [2] 30/18 41/24 breakdown [1] 25/21 breaking [3] 26/8 30/12 47/3 breaks [2] 30/18 41/23 brief [1] 21/20 bright [1] 19/3 bring [5] 7/11 15/25 51/10 54/2 57/5 bringing [3] 30/16 48/6 51/2 brings [1] 55/2 brought [1] 56/13 brown [1] 6/6 buck [1] 48/11 Buelter [2] 1/12 2/13	buffer [2] 28/8 28/11 buffering [1] 10/17 build [5] 11/1 17/16 17/21 17/21 54/17 builder [3] 3/20 17/5 39/20 building [37] 5/2 6/5 6/6 8/8 12/13 12/15 14/17 15/9 15/13 15/23 15/23 16/6 17/3 21/12 22/13 22/14 25/1 26/4 29/16 29/25 30/19 30/22 30/24 34/6 34/15 37/5 40/17 40/19 41/13 44/8 44/12 44/13 45/25 46/5 48/1 57/2 61/22 building's [1] 12/3 buildings [12] 5/9 12/3 13/17 13/17 21/17 30/10 34/4 34/5 38/24 42/25 44/10 48/22 built [1] 10/3 bulbs [1] 19/11 bunch [1] 39/19 burial [1] 26/22 burying [2] 11/5 11/6 busiest [1] 25/7 business [5] 2/24 3/16 43/13 43/24 58/24 businesses [1] 19/23 but [66] button [1] 51/19 buy [1] 45/13 BZA [1] 43/19	16/16 17/10 17/13 18/23 29/7 30/6 30/13 31/23 38/23 38/23 39/4 39/8 39/9 41/7 41/7 41/14 42/6 43/22 46/17 46/22 46/25 47/18 49/24 50/23 51/12 51/13 51/21 52/3 52/5 54/6 54/8 54/9 54/25 56/3 57/4 57/10 57/12 57/12 57/13 59/13 59/19 59/25 59/25 61/8 61/9 61/18 62/8 62/15 62/15 64/2 64/3 can't [5] 13/15 34/13 38/22 45/15 62/11 canopy [1] 12/6 car [21] 4/15 5/2 13/15 13/19 13/25 17/21 18/1 18/4 18/8 18/24 19/22 21/10 21/12 22/5 24/21 43/14 43/23 45/10 52/23 52/23 53/1 card [2] 18/6 63/4 card-carrying [1] 18/6 care [3] 34/24 35/5 35/5 Carl [2] 1/13 46/17 carpet [1] 44/22 carried [1] 29/24 carrying [1] 18/6 cars [3] 45/8 45/15 61/19 case [5] 3/7 24/7 24/10 43/20 63/7 cast [2] 30/4 32/3 castoff [1] 32/3 cause [10] 9/14 18/18 19/16 19/24 22/23 24/19 36/13 47/5 50/4 54/5 CCR [6] 1/23 1/23 65/13 65/13 65/14 65/14 ceiling [1] 44/23 Centene [4] 34/5 42/19 42/24 42/25
B	back [19] 9/13 10/16 29/20 33/20 37/4 38/16 39/24 43/13 47/18 49/18 49/20 54/25 55/10 55/19 55/21 55/23 56/5 57/5 57/19 backstop [1] 63/12 BALLAS [1] 1/3 Ballwin [1] 19/21 bang [1] 48/10 bank [2] 55/14 55/19 bar [1] 10/5 Barcus [1] 3/17 base [3] 16/1 32/1 61/23 based [2] 23/3 45/21 basically [2] 37/23 51/22 basin [1] 6/13 basins [5] 6/12 8/19 35/12 35/16 35/18 bay [1] 26/2 Bayer [3] 52/24 53/4 53/7 bays [9] 6/7 9/22 9/23 15/20 24/24 26/2 31/10 51/8 51/23			

C	clear [1] 58/18 Clerk [1] 63/21 client [1] 43/17 close [2] 29/4 29/13 close-up [2] 29/4 29/13 closed [4] 25/10 64/3 64/5 64/6 closely [1] 59/2 closes [1] 18/19 closing [1] 18/21 cloudy [1] 19/6 CMU [1] 25/5 code [9] 8/1 9/22 9/25 10/23 10/23 11/24 26/15 29/9 63/23 code's [1] 11/12 codes [1] 45/3 COEUR [16] 1/2 3/25 4/17 5/2 11/2 11/3 11/16 11/18 13/22 13/22 16/15 27/4 30/10 30/11 58/25 59/11 Coeur's [1] 9/25 color [2] 48/14 48/19 columns [1] 30/3 combination [2] 8/18 51/1 come [18] 3/4 5/14 9/13 9/20 14/25 33/20 34/4 39/17 39/18 42/5 44/20 46/9 54/7 54/25 55/10 55/19 55/22 60/13 comes [3] 9/8 35/18 37/5 comfortable [5] 53/16 56/3 61/13 61/24 62/1 comfortably [1] 18/24 coming [4] 10/16 46/11 57/19 62/21 commentary [2] 33/5 60/20 comments [2] 15/12 63/3 Commercial [3] 4/13 21/6 53/13 COMMISSION [15] 1/1 3/13 10/12 11/14 17/6 23/3 27/17 29/17 43/10 43/18 46/20 47/3 47/13 47/15 57/1 commit [3] 34/21 54/22 57/12	commitment [1] 56/15 committed [5] 5/1 9/9 18/8 55/5 62/18 communities [1] 45/5 Community [1] 1/14 companies [1] 35/21 company [2] 17/17 45/7 compliance [1] 7/12 complicated [1] 45/21 comply [1] 27/24 component [2] 46/13 59/21 composite [2] 15/8 43/24 comprehensive [6] 12/5 12/21 12/24 13/3 16/25 63/24 conceptually [1] 40/18 concern [3] 47/5 49/20 60/3 concerns [11] 30/7 32/5 32/13 32/15 46/21 47/2 47/16 47/25 50/17 51/4 62/16 concrete [1] 30/4 conditional [9] 2/25 4/7 4/16 13/4 13/8 21/3 21/10 24/18 24/19 conditioning [1] 8/9 configure [2] 55/9 56/7 conjure [1] 42/6 connect [2] 21/14 27/14 connectivity [1] 16/24 consider [7] 23/9 48/5 49/5 55/1 59/19 61/6 62/11 consideration [9] 4/6 46/23 49/7 55/7 57/3 57/3 57/4 57/20 62/2 considered [2] 26/16 62/9 considering [1] 27/20 consist [1] 4/7 consistency [2] 13/13 16/2 consistent [2]	8/15 10/19 consists [1] 6/5 consolidate [1] 5/23 construction [3] 17/25 36/12 55/12 Consulting [1] 3/15 contained [1] 24/25 continue [1] 9/7 continues [1] 30/6 continuous [1] 48/16 contractor [1] 17/20 conventional [1] 37/9 cooling [1] 33/12 cooperation [1] 23/22 corner [1] 5/15 corporate [13] 3/3 4/10 5/12 6/1 16/24 21/5 23/21 24/14 27/16 27/23 30/9 30/21 49/6 corporations [1] 34/18 correct [7] 23/10 23/16 23/17 32/13 32/14 33/11 57/23 cost [5] 7/21 33/11 33/23 37/6 37/7 Costco [2] 18/25 45/1 costs [4] 19/12 34/9 36/13 50/4 could [18] 24/10 28/25 29/3 31/4 40/14 41/9 41/14 42/12 46/11 48/5 50/22 54/6 55/10 55/11 60/14 61/1 61/5 61/10 couldn't [1] 41/15 council [9] 43/19 46/22 47/1 47/19 49/1 49/9 55/1 55/7 57/1 counsel [1] 3/19 count [1] 23/14 COUNTY [1] 65/2 couple [3] 6/20 39/9 59/8 course [2] 12/8 38/2 court [4] 1/22 3/9 65/5 65/7	covenants [1] 45/4 coverage [22] 7/19 22/24 23/1 23/2 23/2 23/8 23/12 26/12 26/17 26/25 27/20 29/1 32/21 32/22 53/24 56/4 59/15 59/23 60/1 60/7 60/16 60/23 covered [1] 63/8 create [2] 16/2 21/25 creating [2] 32/10 55/11 credit [2] 23/12 33/10 credits [1] 23/18 Crescent [1] 34/8 CREVE [17] 1/2 3/25 4/17 5/1 9/25 11/2 11/3 11/16 11/18 13/22 13/22 16/15 27/4 30/10 30/11 58/25 59/11 criteria [2] 11/3 23/4 CSR [3] 1/23 65/13 65/14 cul [1] 12/20 cul-de-sac [1] 12/20 current [5] 4/22 5/19 7/12 44/18 58/2 currently [1] 24/9 Custom [1] 17/16 customer [2] 9/17 40/21 cut [2] 24/7 42/20 cutoff [2] 18/13 20/2 Cytron [2] 3/18 63/4
			D	
			Danforth [3] 28/21 28/22 29/12 dark [4] 18/6 18/7 18/20 19/6 darker [1] 30/2 day [2] 19/4 19/6 Daylight [1] 19/3 de [1] 12/20 dealer [1] 17/23 dealers [2] 18/8 24/21	

D	26/13 30/7 33/15 53/7 53/14 53/14 dealership [12] 3/25 4/5 11/16 13/9 13/25 15/16 16/9 16/12 21/10 21/12 52/20 53/1 dealerships [9] 4/15 13/15 13/19 17/21 18/4 19/22 43/15 45/10 48/2 debate [1] 41/17 Deborah [3] 1/23 65/4 65/14 DECEMBER [1] 1/4 deck [1] 58/8 Decker [1] 4/24 declare [1] 64/3 dedicating [1] 11/10 dedication [1] 6/2 Deferred [1] 55/19 definitely [2] 31/22 33/14 delivered [1] 37/16 demolition [1] 21/17 demonstrating [1] 11/25 dent [1] 44/4 depends [1] 10/1 depths [1] 32/14 describing [1] 48/3 design [17] 3/19 16/3 16/14 17/16 17/21 17/21 26/9 29/9 30/8 30/12 32/19 37/1 38/5 38/8 43/14 43/22 47/10 design-build [2] 17/16 17/21 designed [2] 34/3 39/16 detail [2] 35/7 35/7 detail yet [1] 35/7 detention [5] 6/13 7/2 7/4 7/6 8/19 determine [1] 61/9 development [10] 1/14 3/1 7/10 13/23 21/4 21/11 22/3 22/11 53/9 53/11 dictated [1] 45/23 did [13] 13/1 14/6 22/20 22/22 23/11 24/12 26/6	26/13 30/7 33/15 53/7 53/14 53/14 didn't [6] 35/13 35/20 40/4 59/7 59/9 61/16 didn't listen [1] 59/9 difference [7] 15/22 48/13 55/3 57/18 58/20 58/20 62/3 different [10] 15/6 15/9 15/24 25/16 29/12 48/19 48/22 53/5 53/10 53/13 difficult [1] 50/10 dim [1] 18/22 dimmable [3] 18/17 19/11 19/19 dimmed [1] 32/6 dimming [1] 14/9 dining [1] 19/10 direct [3] 13/11 31/22 49/4 Director [1] 1/14 dirt [1] 39/24 discretion [3] 11/13 16/13 60/16 discuss [5] 27/17 41/14 41/17 53/14 54/1 discussion [6] 9/15 29/18 33/9 47/23 54/21 56/14 display [1] 15/19 displaying [1] 22/19 distinct [1] 15/22 distribution [1] 9/14 district [23] 4/15 4/19 4/20 8/16 10/20 13/13 13/15 13/24 21/7 21/8 21/21 21/24 21/24 22/3 22/5 22/7 22/10 22/25 27/5 27/12 27/14 32/12 60/12 district's [1] 13/13 DMP [1] 9/3 do [35] 7/25 9/12 11/17 13/18 14/1 17/22 18/11 18/20 18/21 24/11 29/2 29/7 30/8 30/9 31/21 32/2 32/6 36/7	36/13 37/6 39/9 40/3 42/14 45/5 45/15 46/23 50/23 52/4 53/2 55/14 55/19 57/10 57/20 63/7 65/7 do have [1] 7/25 do we [1] 53/2 doable [1] 51/6 Documentation [1] 63/20 does [16] 19/14 20/18 22/6 23/10 25/5 26/15 27/5 28/19 29/23 34/16 39/5 50/15 57/17 58/2 58/19 58/21 doesn't [18] 7/22 8/1 9/25 11/19 13/15 13/25 23/8 23/9 36/20 37/22 38/4 44/3 44/4 44/19 44/25 56/8 62/2 62/10 doing [10] 8/10 9/9 12/9 12/12 35/18 50/16 57/19 58/13 59/14 62/14 dollars [1] 15/19 don't [46] 6/21 8/6 14/17 18/11 20/5 23/13 23/15 23/17 23/18 32/4 32/12 33/19 33/25 34/13 35/3 35/19 36/1 41/12 44/4 44/5 44/25 46/5 46/12 47/8 47/8 47/10 48/7 49/25 50/5 50/13 50/13 52/2 52/3 54/22 55/4 55/15 56/9 56/18 56/25 57/9 57/14 58/17 59/2 62/4 62/16 62/20 Donald [1] 29/12 done [5] 30/13 37/17 39/9 39/19 60/11 door [1] 12/15 doors [1] 29/24 down [10] 8/12 12/18 18/14 18/22 19/22 34/23 46/11 53/22 54/2 56/24 downcast [1] 32/2 drainage [1] 7/9 draw [3] 56/20 56/21 57/4	drawing [5] 5/6 52/6 56/18 56/21 56/21 drip [2] 36/24 37/25 drive [15] 1/23 3/3 4/10 5/12 6/1 16/10 16/24 18/10 19/22 21/5 23/21 24/15 27/16 27/23 49/18 drives [1] 45/22 driveway [1] 12/18 dry [1] 36/23 durable [1] 44/3 during [2] 25/12 54/10 E each [1] 35/3 earlier [2] 11/11 15/12 easement [2] 5/25 24/6 easements [1] 11/10 easiest [1] 52/9 easily [1] 44/4 east [2] 6/12 6/18 easy [1] 52/1 educated [1] 35/22 efficient [4] 14/2 14/3 18/16 19/11 either [1] 30/14 electrical [2] 8/9 33/12 elevation [4] 12/3 29/19 49/5 51/24 elevations [9] 14/17 15/3 15/4 29/15 30/5 30/8 32/18 51/4 51/25 eliminate [2] 5/22 56/19 embraced [1] 34/19 embracing [1] 34/20 employee [1] 45/18 employees [3] 6/7 9/24 25/7 enamel [1] 43/25 enclosed [1] 53/1 enclosure [4] 25/2 25/4 28/5 28/7 encompassed [1] 44/24 end [3] 6/23	14/23 56/24 energy [5] 8/8 14/2 19/1 19/9 34/15 enforce [1] 36/14 engineer [1] 17/5 engineers [2] 3/15 17/19 enhance [1] 61/10 enough [2] 42/6 59/24 enter [4] 9/5 30/25 31/9 33/18 entire [1] 5/16 entrance [1] 27/11 environmental [1] 7/16 environmentally [2] 8/14 38/19 equal [2] 15/14 39/1 especially [3] 18/19 44/16 46/7 EV [5] 6/16 9/19 11/19 45/5 45/7 evaporate [1] 8/20 even [4] 10/21 19/24 28/16 44/17 evening [3] 3/12 3/17 4/3 event [1] 7/8 evergreen [2] 12/7 28/6 evergreens [1] 25/5 every [1] 44/20 everybody [1] 36/5 everything [5] 13/2 43/23 44/21 44/23 49/23 everywhere [1] 19/23 exactly [3] 19/5 19/7 55/13 example [2] 20/9 28/21 examples [2] 29/10 30/20 excellent [1] 16/19 exchange [3] 9/10 32/20 59/23 exhibits [1] 63/19 exist [4] 7/22 11/19 11/19 22/8 existing [2] 21/17 41/2 exotic [1] 52/23 expand [3] 22/1
----------	---	---	---	---	--

E	35/23 35/24 62/23 features [6] 22/9 26/16 26/19 26/21 36/4 59/20 feedback [2] 50/6 59/12 feel [1] 53/13 feeling [1] 59/3 feels [1] 10/12 feet [13] 5/13 5/15 6/6 12/2 24/25 25/25 26/3 27/24 31/25 31/25 36/18 37/3 56/19 few [8] 4/6 23/4 41/9 41/9 41/15 41/21 41/21 52/19 field [1] 37/23 fifteen [1] 18/21 file [1] 63/25 fine [2] 6/24 46/13 first [3] 8/20 17/14 59/18 fix [2] 41/13 41/13 fixing [1] 41/20 fixture [1] 20/2 fixtures [4] 18/13 18/16 20/4 44/24 flagship [1] 58/14 flat [3] 37/23 39/23 47/6 flexibility [1] 56/7 floor [3] 25/25 44/22 44/22 flourish [1] 58/25 flourished [1] 58/24 flow [1] 7/7 flowers [1] 39/6 fly [1] 49/3 follow [1] 54/9 following [2] 26/18 63/19 follows [1] 25/9 foot [6] 22/12 24/6 28/8 32/1 37/12 44/7 footprint [1] 49/23 form [1] 45/21 Forsyth [1] 34/6 fountains [1] 26/19 four [4] 15/14 30/1 37/14 37/14 frame [1] 14/25 frankly [1] 53/8	free [1] 28/16 Friday [2] 6/8 25/14 friendly [1] 7/16 front [5] 9/18 12/15 30/15 44/10 51/24 full [1] 36/8 furniture [1] 44/24 further [1] 49/2 future [2] 23/22 23/25	10/19 13/24 16/15 22/6 27/5 60/14 goes [8] 8/21 8/21 9/9 14/9 15/23 24/2 36/5 45/19 going [21] 3/4 14/16 14/16 16/8 20/21 20/23 31/7 36/6 36/6 42/2 49/1 51/12 53/6 54/4 54/7 54/23 57/1 57/11 58/14 58/15 60/22 golf [1] 38/2 gone [1] 7/5 good [5] 3/12 13/3 33/10 51/11 59/16 Google [1] 62/15 got [14] 4/1 15/3 15/4 15/18 15/19 15/19 18/11 20/23 41/6 44/13 45/11 46/4 47/6 51/10 gotten [1] 35/6 grades [1] 55/16 grant [1] 60/7 granting [2] 26/16 26/25 grass [1] 35/20 grasses [4] 10/18 10/19 12/8 35/23 great [9] 18/3 24/7 33/8 36/17 40/19 41/8 44/2 47/24 59/4 green [46] 6/13 7/17 7/21 7/24 8/5 8/18 9/2 10/17 11/18 12/8 16/22 23/16 23/18 23/18 27/3 27/7 31/14 33/2 33/6 33/13 33/16 34/5 34/7 34/8 34/10 34/15 34/19 36/5 36/5 36/6 37/5 37/17 38/12 38/14 43/9 54/21 55/6 55/15 56/16 57/20 59/17 59/18 59/22 59/23 62/3 62/10 greenway [3] 5/25 24/6 24/7 ground [1] 38/22 group [1] 17/24 grows [1] 36/10 growth [1] 21/25 guarantee [1] 9/6 guaranteeing [1]	33/19 guess [3] 37/11 57/15 60/19 guest [1] 45/17 guidelines [7] 12/23 16/3 26/9 29/9 30/8 30/12 50/16 guys [1] 25/23
F	facade [4] 30/13 41/24 48/16 49/7 facilities [2] 17/16 26/18 facility [6] 4/25 5/3 10/6 11/2 41/3 61/18 facing [1] 29/21 fact [1] 8/8 fade [1] 44/3 fading [1] 44/4 fails [1] 9/8 fair [1] 35/9 fairly [1] 8/14 familiar [1] 38/12 Fane [1] 3/18 far [2] 19/12 19/16 fault [1] 35/13 feature [4] 7/3			H had [17] 10/21 18/2 28/15 29/16 30/20 35/10 35/17 36/24 37/5 38/14 38/15 41/22 47/3 55/18 60/24 62/12 62/13 hail [1] 44/5 halide [1] 19/13 Hall [2] 1/11 2/5 halo [1] 18/11 handicap [1] 45/18 handsome [1] 16/5 hanging [1] 42/20 happened [1] 56/10 happening [1] 8/7 happens [1] 35/11 happy [7] 39/9 40/23 43/15 43/17 43/19 43/20 52/16 hard [1] 19/24 hardship [2] 55/12 55/22 Harvesting [1] 19/3 has [24] 4/24 10/5 16/3 21/9 22/8 27/4 28/2 28/22 33/20 34/7 34/8 35/14 37/18 37/25 43/21 44/8 53/1 56/10 56/13 56/23 58/24 62/13 63/8 63/22 have [113] haven't [4] 14/7 14/10 35/6 62/12 having [1] 63/7 he [7] 22/21 22/21 23/11 24/5 33/11 61/18 61/18 he'll [1] 14/13 he's [6] 15/3 15/4 48/3 48/23 63/12 63/14 head [1] 61/17

H	honor [1] 4/1 hook [1] 62/24 hooked [2] 34/25 35/3 hose [1] 36/25 hours [6] 6/8 13/9 19/11 25/8 32/7 56/11 house [1] 38/2 how [17] 19/15 31/15 31/19 35/19 35/22 37/11 42/2 43/18 46/4 46/19 47/19 50/12 55/4 56/7 59/12 61/4 61/4 however [1] 60/17 huge [2] 8/25 58/7 huh [1] 19/18 human [1] 41/5	55/21 56/3 56/18 56/23 56/25 57/12 57/13 57/16 59/13 60/5 60/22 61/14 IL [3] 1/23 65/13 65/14 IL-CSR [3] 1/23 65/13 65/14 Illinois [1] 65/6 illumination [1] 20/14 image [3] 43/22 44/16 44/21 impact [2] 13/10 16/23 impervious [1] 5/17 implemented [2] 6/2 7/25 implementing [2] 7/20 13/23 important [7] 11/14 11/15 18/18 36/3 36/4 45/4 61/22 impossible [1] 43/16 improvement [1] 8/17 improvements [1] 7/16 in [144] Inaudible [1] 42/18 Inc [1] 1/22 inch [4] 8/21 16/1 36/11 36/25 inches [1] 50/2 include [4] 21/16 21/20 26/13 26/17 included [2] 21/11 22/8 includes [1] 12/6 including [2] 26/7 62/7 incorporated [1] 11/20 incorporates [1] 44/9 incorporating [1] 41/25 increase [5] 7/18 10/10 54/21 55/6 56/16 incremental [1] 37/7 Indiana [1] 17/18 Indianapolis [2] 17/18 17/25 indicated [1] 38/22 individual [1]	30/11 industry [1] 21/25 infiltrate [1] 8/20 infiltrating [2] 8/11 8/13 informational [2] 12/4 14/11 infrastructure [2] 5/18 55/17 Innovation [3] 4/19 4/20 21/7 innovative [1] 59/19 inset [1] 50/9 insetting [1] 49/22 inside [2] 11/9 22/13 Installed [1] 44/7 insurmountable [1] 49/13 integrated [2] 6/15 10/21 integration [1] 32/19 intends [1] 4/21 intent [1] 5/16 intentionally [1] 62/8 interior [1] 19/2 intermediate [1] 54/25 internal [1] 16/23 interrupts [1] 48/19 into [24] 5/23 7/12 9/5 21/15 22/9 27/5 27/11 27/12 32/19 34/23 35/6 36/19 36/20 37/4 37/22 37/23 39/24 42/3 45/13 45/19 46/19 46/23 51/16 63/19 inventory [5] 9/24 10/6 10/22 10/24 58/16 investment [1] 14/5 involved [2] 7/23 34/3 irrelevant [1] 60/6 irrigation [10] 24/16 31/19 33/24 34/2 34/24 35/2 36/24 38/2 40/3 40/6 is [187] is a [1] 38/13 island [4] 12/10	12/10 24/3 24/13 islands [6] 6/15 10/21 10/24 10/25 26/8 29/8 isn't [1] 62/10 issue [3] 45/11 46/12 50/8 issues [1] 63/8 it [144] It'd [1] 59/18 it's [100] item [1] 56/14 items [6] 4/6 4/7 4/12 5/24 7/20 11/13 its [3] 4/21 9/1 62/24
	I I'd [2] 39/8 56/10 I'll [5] 15/2 27/9 29/25 49/10 49/11 I'm [27] 3/14 4/3 13/2 14/11 14/16 14/16 20/6 20/23 33/6 34/9 34/23 39/20 40/18 40/18 40/21 40/22 41/11 42/5 42/16 51/8 51/14 51/15 54/13 54/13 58/23 61/23 62/1 I've [8] 12/25 18/6 37/17 39/9 39/19 40/24 41/2 44/12 idea [2] 25/23 44/11 identified [2] 46/20 47/16 identifies [1] 4/18 if [56] 5/13 6/21 8/3 10/3 10/12 13/1 13/2 18/14 20/3 23/11 27/1 31/21 33/19 36/23 37/25 38/12 38/15 38/18 38/25 38/25 39/1 39/25 41/9 41/15 46/12 46/20 47/11 47/15 48/7 48/24 50/5 50/18 50/21 50/21 52/17 54/7 54/20 54/24 54/24 54/24 55/8 55/8 55/10 55/17			J Jaggi [2] 1/14 2/17 Jason [2] 1/14 50/11 jeans [1] 45/13 jillion [2] 41/3 41/3 jobs [1] 13/22 Joining [1] 3/17 Josh [2] 3/17 34/4 Jr [1] 4/4 just [62] 3/7 3/22 3/24 4/2 6/20 7/3 11/23 12/4 14/8 14/11 14/11 14/20 15/3 16/21 20/5 21/20 21/21 24/9 24/10 25/21 25/22 26/6 27/25 28/15 29/10 29/13 30/20 31/14 32/9 32/16 34/18 38/1 38/9 41/6 42/25 43/1 43/8 43/25 44/25 47/6 47/23 48/16 49/11 50/14 50/17 51/8 52/2 52/20 56/3 56/5 56/23 57/10 57/10 57/14 59/15 60/25 61/1 61/5 61/10 62/4 62/10 63/6 justification [1] 60/15 justify [1] 60/1
				K Kansas [1] 65/6 keep [5] 11/15 43/15 43/17 43/18 43/19 keeps [1] 37/21 kind [18] 18/5 18/9 19/10 21/20 22/9 26/13 28/15

K	leave [1] 32/17	54/24 55/11 57/2	9/15 18/25 20/2	many [4] 10/13
kind... [11]	LED [3] 14/2	59/3 62/12	24/22 26/9 28/11	19/22 38/13 58/3
30/10 30/14	18/13 19/9	liked [1] 44/11	29/2 29/8 32/10	Maps [1] 62/15
30/21 31/17	LEDs [1] 19/17	limited [4]	34/11 34/16	Marjorie [1]
31/19 36/23	Leep [2] 4/4	11/12 24/24	34/24 35/5 36/13	1/13
38/18 41/11 44/6	40/22	26/17 62/7	38/15 44/8 47/25	market [1] 45/23
45/21 53/24	left [1] 5/6	limiting [1]	53/19 60/3	master [1] 22/6
kinds [1] 26/24	legal [1] 63/8	61/2	lots [5] 10/22	match [1] 41/9
know [77]	less [2] 19/12	Lindbergh [14]	21/13 24/21	material [8]
knowledge [1]	30/9	4/11 5/7 5/11	32/12 35/2	30/4 30/19 32/19
12/22	let [3] 42/24	6/1 7/9 10/18	Louis [3] 1/24	32/19 36/9 39/15
KS [3] 1/23	43/8 52/14	12/19 15/5 20/14	34/19 65/2	41/25 43/24
65/13 65/14	let's [1] 51/10	23/21 27/10	low [5] 16/23	materials [4]
KS-CCR [3] 1/23	level [8] 7/4	27/23 29/21	37/17 37/18	12/15 15/4 16/17
65/13 65/14	7/6 35/7 38/9	53/12	42/20 44/6	30/22
L	38/22 41/8 48/3	line [7] 5/22	lower [4] 53/24	math [1] 56/18
labeled [1] 15/9	48/10	13/7 18/14 20/4	57/10 57/11	max [1] 31/25
LaBonte [1] 2/4	levels [1] 18/23	28/9 28/9 47/6	57/13	maximum [2]
laid [2] 31/20	LEX [3] 4/4 4/5	lineal [1] 27/24	lowering [2]	54/18 56/3
57/21	4/9	lines [1] 26/22	56/17 57/16	may [6] 10/9
lake [7] 5/10	Lexus [29] 3/2	listed [2] 62/6	lowest [1] 49/25	14/21 17/6 19/4
5/19 7/1 8/21	3/21 3/24 3/25	62/10	lumen [1] 18/15	19/6 26/17
8/22 8/22 8/22	4/21 5/2 9/5 9/5	listen [1] 59/9	Lumley [3] 1/13	maybe [15] 9/13
land [4] 11/21	10/1 10/5 10/8	lists [1] 11/4	2/15 3/13	11/19 14/20
13/18 24/25	16/7 16/11 21/4	little [20] 6/4	M	28/16 28/24
53/11	33/17 34/20	7/17 12/24 15/3	machine [1]	30/15 41/22
landscape [3]	43/20 43/21 44/9	15/24 22/23	15/17	41/23 50/6 50/17
6/15 12/6 12/21	44/12 44/14	27/25 28/4 29/1	made [3] 7/16	51/1 53/22 56/3
landscaped [3]	44/16 44/18 45/6	29/20 30/17	25/4 59/16	61/9 61/23
12/10 12/16	45/16 48/7 54/11	41/25 48/6 48/7	madness [1]	McDonald's [1]
27/16	57/24 58/15	50/17 53/13	52/17	44/25
landscaper [1]	Lexus' [2] 54/15	53/23 54/2 56/5	magic [1] 50/3	McLaughlin [4]
35/4	58/11	62/23	maintain [7] 9/6	1/22 1/23 65/4
landscaping [30]	LI [1] 22/2	LLC [2] 4/4 4/9	33/13 33/19	65/14
12/12 17/1 22/23	light [10] 18/8	load [2] 38/6	33/20 33/23	me [7] 3/17
23/5 24/2 24/16	18/22 19/10	38/9	35/19 35/22	17/20 42/25
26/8 27/8 27/10	19/13 20/2 20/4	loads [1] 8/10	maintained [4]	51/16 63/6 63/10
27/13 27/19	20/5 31/24 32/3	local [1] 45/3	28/15 28/16	63/17
27/21 28/2 28/8	46/8	located [8] 3/2	28/19 34/1	mean [8] 13/10
28/11 28/23	lighting [12]	4/10 4/24 5/25	maintaining [1]	36/10 46/20 51/1
28/25 29/4 29/11	8/10 14/1 14/1	6/1 6/6 6/17	27/15	52/22 58/23
32/20 40/5 40/7	14/2 17/8 17/9	21/5	maintains [2]	59/24 62/11
60/9 60/10 60/21	18/2 18/4 19/2	location [2]	33/16 36/1	meaning [1]
60/22 61/1 61/7	19/25 31/24	4/22 58/2	maintenance [13]	48/21
61/10 61/22	44/23	long [9] 12/11	9/6 12/11 19/12	means [2] 43/25
Lane [1] 4/24	lights [7] 14/9	30/13 30/18	24/14 33/18	52/3
large [4] 17/24	19/4 19/6 19/16	33/13 34/1 46/14	34/12 35/18	meant [1] 26/13
22/21 26/10 61/3	19/17 19/23	47/6 47/25 49/21	35/21 37/1 37/18	mechanical [1]
largely [1] 51/3	19/24	longer [1] 41/24	37/24 44/6 62/19	34/16
Larry [2] 1/12	like [52] 14/25	longtime [1]	make [8] 32/9	media [1] 36/9
43/5	16/8 18/24 18/25	40/21	33/21 34/11	median [2] 27/16
Larry's [1]	19/10 19/13 23/6	longways [1]	40/22 47/1 57/18	29/5
46/18	24/7 28/16 28/19	46/10	58/20 62/3	medium [1] 52/16
last [4] 56/11	28/19 29/13	look [13] 9/12	making [2] 27/13	meet [3] 11/4
59/1 60/19 60/19	30/13 30/16 31/1	13/9 13/10 16/8	30/16	23/24 25/1
later [5] 7/17	31/18 34/14	28/19 31/18 32/4	management [4]	meeting [4] 1/1
55/9 55/23 57/19	36/11 36/23	32/9 39/5 44/19	3/20 8/24 27/6	2/1 39/10 44/11
65/9	37/12 38/1 38/14	52/15 60/17	62/23	Megan [1] 1/15
later in [1]	39/6 39/7 43/1	62/15	manager [3] 3/21	member [1] 18/6
55/23	43/6 44/6 44/19	looked [1] 34/1	17/5 61/17	Members [1] 3/12
layout [1] 30/24	44/25 44/25 45/5	looking [4]	Manchester [1]	membrane [1]
Lead [2] 39/20	46/21 47/14	26/25 28/16	19/21	36/15
39/21	47/14 48/3 48/6	40/19 50/14	manufacturer [1]	mentioned [4]
learned [2] 3/24	48/15 48/18	looks [5] 19/7	43/20	5/4 29/17 53/21
4/2	48/24 48/25 49/2	29/13 34/14 39/7	manufacturers [1]	54/11
	50/12 53/8 53/13	43/1	45/2	met [1] 59/8
	54/1 54/7 54/24	lot [20] 6/16		metal [2] 19/13

M	mostly [1] 39/23 motion [3] 42/3 55/4 64/2 motorists [1] 19/16 Motors [1] 4/22 mounted [1] 15/1 move [1] 4/21 mowed [2] 28/18 29/6 Mr [10] 1/11 1/12 1/12 1/13 1/14 2/7 2/17 3/12 26/7 40/22 Mr. [13] 2/13 2/15 3/13 3/17 3/18 3/19 3/20 4/4 14/13 22/12 62/7 63/4 63/23 Mr. Asim [1] 3/20 Mr. Brad [1] 3/18 Mr. Buelter [1] 2/13 Mr. Chip [1] 3/19 Mr. Cytron [1] 63/4 Mr. Josh [1] 3/17 Mr. Lumley [2] 2/15 3/13 Mr. Mike [1] 4/4 Mr. Stock [3] 22/12 62/7 63/23 Mr. Walker [1] 14/13 Ms [6] 1/11 1/13 1/14 1/15 2/4 21/1 Ms. [7] 2/5 2/9 2/11 2/19 2/21 38/21 63/23 Ms. Hall [1] 2/5 Ms. Moore [3] 2/19 38/21 63/23 Ms. O'Brien [1] 2/11 Ms. Richter [1] 2/9 Ms. Waller [1] 2/21 MSD [8] 7/6 7/12 9/4 33/15 33/17 33/18 33/20 62/20 much [7] 14/2 19/24 29/2 35/21 37/11 50/12 61/4 Muriel [1] 1/11 must [3] 24/21 24/25 25/2 my [7] 3/14 7/21 39/8 43/17 57/15 60/19 61/21	N name [1] 17/13 name's [1] 3/14 narrow [1] 28/1 native [16] 6/14 10/18 10/19 27/8 28/1 28/13 28/25 29/5 29/10 35/14 35/16 35/20 35/23 55/16 60/8 60/25 natural [2] 28/17 46/8 need [2] 24/22 63/10 needed [1] 55/10 needs [3] 37/1 38/1 45/8 negative [2] 35/14 35/14 Netherlands [1] 39/17 new [18] 1/3 4/15 5/2 6/7 11/8 14/1 21/10 21/12 22/3 22/5 22/12 24/21 32/10 32/12 33/6 44/16 44/21 58/14 next [3] 28/10 30/1 58/12 nice [2] 13/23 38/20 nine [2] 12/6 28/6 Nissan [1] 45/1 no [22] 6/24 13/11 13/11 20/13 20/15 20/16 21/23 24/12 32/14 33/17 33/17 34/14 35/9 36/6 50/3 52/17 52/21 52/24 55/24 55/24 56/6 63/10 nonconformities [1] 32/10 none [1] 37/24 nonpermeable [3] 36/18 37/3 39/23 nor [1] 47/9 normal [1] 2/4 NORTH [14] 1/3 4/10 4/19 5/6 21/7 21/21 21/23 21/24 22/7 22/10 27/5 27/12 27/14 60/12 northeast [1] 5/14 northern [1] 5/7 NOS [1] 1/8 not [50] 4/23 9/2 9/8 10/23	10/24 11/6 11/12 11/25 13/24 16/8 19/20 22/6 23/10 24/9 25/11 26/17 27/4 28/15 28/16 32/3 32/9 32/11 34/9 34/17 34/18 34/18 35/10 36/6 38/12 38/13 39/15 39/15 39/18 44/3 44/14 46/10 48/12 48/16 50/8 51/15 53/7 55/11 56/18 59/17 60/5 60/10 61/8 62/5 62/7 62/17 noted [1] 62/7 nothing [2] 42/20 59/14 notice [1] 63/21 notorious [1] 18/9 now [13] 8/6 8/20 10/2 14/17 18/13 24/17 36/18 36/23 37/2 43/13 56/6 58/17 64/5 number [12] 3/25 7/23 16/19 39/21 45/17 45/17 45/19 45/19 45/22 57/5 58/22 60/5 O O'Brien [1] 2/11 o'clock [1] 18/20 objective [1] 13/24 objectives [3] 8/15 10/20 16/15 objects [1] 26/20 obnoxious [1] 18/5 obsolete [1] 5/18 obviously [4] 22/18 38/19 51/24 56/13 OEMs [1] 44/20 off [4] 12/19 30/8 32/7 61/23 offer [1] 63/19 office [2] 5/9 13/17 officer [1] 17/24 offices [3] 17/17 31/2 39/3 offset [1] 48/15 Oh [6] 33/6 36/2 39/11 42/18 42/23 64/4	old [1] 19/13 Olive [2] 4/22 4/23 on [86] one [30] 3/22 3/25 7/20 8/1 8/19 9/11 14/23 15/5 15/12 18/2 21/15 24/24 25/16 25/16 25/17 25/25 26/3 27/24 28/21 29/3 38/9 44/19 46/16 47/9 48/16 49/10 49/25 56/2 60/24 61/1 ones [1] 9/18 only [4] 17/22 19/4 44/10 57/8 open [3] 54/20 54/20 55/6 operate [2] 9/7 13/8 operating [4] 17/24 19/4 19/7 19/12 operation [3] 6/8 13/10 25/8 operational [1] 33/21 opine [1] 52/9 opinion [2] 58/21 61/21 opportunity [2] 11/17 52/25 opposed [2] 8/12 46/24 or [44] 4/23 5/6 6/23 7/3 10/1 11/9 18/25 18/25 19/7 19/13 19/13 25/14 26/20 26/21 26/22 36/4 38/2 38/2 38/23 38/25 39/1 39/10 39/12 39/18 41/17 41/17 41/17 43/22 45/1 45/1 45/1 45/1 48/18 49/22 50/6 50/9 51/8 52/3 57/17 57/19 58/12 58/19 60/4 63/7 order [5] 2/2 27/25 28/10 48/10 50/1 ordinance [6] 23/13 23/19 26/10 59/19 62/2 62/6 Ordinances [1] 63/24 Orientation [1] 5/5 original [1] 7/1 other [24] 7/3
----------	--	---	---	---

O	P			
other... [23] 12/9 12/17 16/8 19/23 23/15 23/17 26/21 28/10 30/5 34/11 35/3 38/23 38/23 40/2 45/1 48/2 48/5 52/17 57/21 60/8 62/8 63/3 63/10	P-L-A-N-E [1] 48/15 p.m [5] 1/5 6/9 6/10 25/15 64/6 package [1] 60/15 packages [1] 19/2 packet [3] 11/24 20/12 20/13 paint [3] 36/6 44/3 44/22 painted [1] 15/11 pair [1] 45/13 palette [1] 44/22 panels [1] 44/1 pants [1] 45/14 parent [1] 45/7 park [1] 10/24 parking [53] 5/11 6/11 6/16 8/4 9/13 9/13 9/14 9/23 10/8 10/22 11/22 18/25 21/13 22/15 25/22 26/9 26/11 27/18 28/11 29/2 29/8 30/25 32/22 34/11 34/16 35/2 38/15 45/17 45/18 45/18 45/18 45/22 46/2 53/19 53/23 54/22 55/5 55/14 55/15 55/18 55/19 55/20 56/12 56/16 56/19 57/4 57/17 57/17 58/5 58/8 60/5 61/2 62/1 parking's [1] 45/11 Parkway [1] 3/16 part [10] 4/19 5/21 6/3 7/8 9/3 10/22 11/24 31/17 42/3 54/2 participation [1] 38/10 particular [1] 44/17 particularly [1] 7/16 parts [4] 15/17 25/9 25/17 39/2 pass [1] 14/20 passed [2] 29/23 30/23 past [1] 4/1 pecking [1] 49/25 pedestrian [2]	11/8 26/18 Pennsylvania [1] 39/19 people [7] 18/23 34/13 38/13 38/23 41/9 41/9 43/15 per [5] 9/22 24/24 26/3 27/24 32/2 percent [26] 5/17 7/19 7/19 8/5 10/3 10/4 13/14 14/10 18/13 18/17 18/22 19/5 19/7 19/10 20/1 23/1 23/2 23/12 27/2 54/18 55/2 56/4 56/6 56/24 57/16 60/2 percentage [10] 9/10 27/19 28/25 42/1 55/3 56/6 56/17 57/7 57/13 60/4 percentages [1] 56/22 perfectly [1] 58/18 perhaps [3] 48/5 53/24 57/13 perimeter [1] 16/1 periods [1] 25/16 permeable [2] 37/4 38/16 permit [8] 3/1 4/7 4/16 13/5 13/8 21/3 21/10 24/18 perpetuity [1] 9/7 perspective [1] 33/5 phone [1] 39/8 photo [1] 20/7 photometric [1] 20/11 picture [2] 20/9 57/18 pictures [5] 29/11 31/14 39/8 43/9 43/12 pinned [1] 37/15 pipes [1] 8/12 place [6] 5/18 16/4 27/13 30/4 52/23 55/17 place-making [1] 27/13 placed [1] 9/1 placing [1] 10/25 plan [25] 3/1 4/8 4/17 8/25	9/12 9/13 9/14 10/16 11/22 12/6 12/21 12/24 13/5 16/25 21/4 21/11 22/6 22/11 27/10 27/21 29/4 44/23 59/20 59/21 63/24 plane [18] 30/18 41/23 48/9 48/11 48/14 48/15 48/17 48/20 48/21 48/25 49/8 49/10 49/16 49/16 49/19 49/20 49/25 50/9 planes [2] 47/4 51/8 planned [2] 22/3 45/22 Planner [2] 1/14 21/2 PLANNING [7] 1/1 23/3 27/17 29/17 43/18 57/1 65/8 plans [6] 23/22 23/24 23/25 24/4 24/9 44/23 plant [1] 36/9 planting [2] 28/13 55/16 plantings [6] 6/15 29/6 29/14 35/14 35/16 35/23 plants [4] 8/13 16/22 31/16 36/22 plat [3] 4/8 13/5 13/6 play [1] 47/8 Plaza [1] 4/22 plazas [1] 23/5 please [3] 3/5 42/21 60/20 pleasing [1] 39/14 plenty [1] 13/18 point [7] 3/4 22/20 35/13 38/23 42/21 53/6 60/1 Pointe [1] 34/6 pointed [3] 16/19 16/20 26/7 pointer [2] 51/18 51/19 points [3] 9/11 12/17 55/3 poles [2] 26/23 31/24 polish [1] 15/19 pollution [1] 18/8 pond [2] 7/2 21/17 porous [3] 34/11	34/13 34/16 portion [1] 51/23 positive [3] 17/3 33/14 46/7 positives [1] 17/2 possession [1] 63/21 possible [1] 50/18 Potashnick [2] 1/12 2/7 prairie [2] 29/11 60/9 prairie-type [1] 60/9 precast [1] 15/11 preclude [1] 59/14 preface [1] 40/20 Present [3] 2/6 2/8 2/10 presentation [4] 3/23 25/12 49/8 54/11 presentations [1] 63/23 presented [4] 59/13 59/25 60/2 60/6 President [1] 17/16 pretend [1] 47/9 pretty [4] 13/6 16/5 28/1 52/1 prior [2] 46/21 49/1 probably [11] 3/6 8/4 12/11 18/10 34/12 35/1 40/20 48/9 48/12 52/9 58/4 problem [2] 44/5 49/24 problems [3] 13/12 35/17 46/6 process [2] 5/25 43/14 Professional [1] 65/5 program [3] 44/21 45/6 45/9 programs [1] 45/4 prohibited [1] 13/25 project [3] 6/3 21/16 23/4 projections [1] 48/22 projects [1] 7/23 promote [1] 21/24

P	57/24 60/20 63/7 questions [11] 6/20 17/6 20/20 20/23 31/21 32/24 33/1 34/22 40/2 52/19 63/11 quick [5] 3/22 6/20 16/22 17/12 34/22 quite [2] 22/21 53/8	26/20 red [1] 51/19 redevelopment [1] 7/11 reduce [8] 10/13 22/22 30/21 41/16 42/3 54/8 54/21 56/16 reduced [1] 65/9 reducing [5] 8/8 18/8 55/5 57/4 61/2 referring [1] 48/23 reflect [3] 30/10 30/15 43/8 reflecting [1] 63/21 reflective [1] 44/23 regard [1] 50/4 regarding [1] 63/25 regards [2] 7/18 9/15 Registered [1] 65/4 regulated [1] 9/4 regulation [1] 9/2 regulations [2] 7/13 9/1 regulatory [1] 62/24 relation [1] 32/22 relationship [1] 59/21 relative [5] 8/16 11/23 12/24 16/25 56/11 relief [3] 5/13 5/15 12/2 remain [1] 12/15 remaining [1] 5/1 remember [1] 45/11 removable [1] 26/22 removing [1] 13/7 rendering [1] 46/25 renderings [1] 14/19 renditions [1] 41/14 replaced [1] 7/2 report [5] 13/1 13/2 16/18 56/13 63/22 reported [1] 65/7 reporter [5] 3/10 65/5 65/5	65/6 65/7 Reporting [1] 1/22 representative [1] 9/22 request [6] 5/21 7/18 21/6 21/9 32/23 54/14 requesting [3] 4/5 4/11 5/24 require [1] 26/1 required [15] 10/8 22/17 25/22 25/23 26/5 27/22 28/3 29/8 29/9 37/18 40/4 40/6 45/16 45/17 63/22 requirement [4] 10/1 25/1 40/12 54/15 requirements [8] 5/19 11/5 12/23 16/14 22/16 24/19 26/10 32/2 requires [1] 10/1 requiring [2] 54/12 57/25 research [1] 13/17 residents [1] 13/21 rest [2] 30/3 34/24 restrict [1] 58/24 restrictive [1] 43/21 retention [7] 6/12 7/2 8/19 16/23 35/12 35/16 35/18 review [2] 32/16 61/7 revise [1] 46/25 revised [4] 42/10 42/12 42/15 49/1 revising [1] 49/5 Richter [2] 1/13 2/9 rid [1] 56/23 right [18] 2/23 6/2 8/22 11/11 12/19 12/19 13/10 14/17 21/18 21/22 23/9 28/14 33/20 46/1 54/4 61/20 62/5 62/12 right-in [1] 12/19 right-out [1] 12/19 Rivers [1] 24/7	RO [1] 22/2 ROAD [5] 1/3 4/22 4/23 17/17 19/21 roadway [1] 32/3 robust [1] 45/6 Roll [1] 2/3 roof [52] 6/13 7/17 7/21 8/6 8/12 8/18 9/7 11/18 12/8 16/22 16/22 23/9 23/14 27/4 31/14 31/15 31/17 31/20 33/2 33/13 33/16 33/19 33/23 34/7 34/8 34/10 34/15 34/19 35/2 35/5 36/1 36/5 36/6 36/14 36/15 36/19 36/19 36/21 37/5 37/9 37/16 37/23 38/8 38/12 38/16 39/1 57/20 59/17 59/18 59/22 62/3 62/10 roof's [1] 9/2 roofs [11] 7/24 23/16 23/18 23/18 33/6 34/6 37/17 38/14 39/9 39/22 43/9 room [2] 19/10 38/17 RPR [3] 1/23 65/13 65/14 rubberized [1] 36/19 Rucker [1] 17/17 run [1] 46/10 running [1] 34/2 runoff [1] 8/21 runs [1] 14/3
Q	12/14 16/16 quarter [2] 36/11 36/25 question [15] 14/6 17/9 18/2 18/3 21/22 24/12 35/10 46/18 51/11 53/15 53/20 57/16	12/14 16/16 quarter [2] 36/11 36/25 question [15] 14/6 17/9 18/2 18/3 21/22 24/12 35/10 46/18 51/11 53/15 53/20 57/16	12/14 16/16 quarter [2] 36/11 36/25 question [15] 14/6 17/9 18/2 18/3 21/22 24/12 35/10 46/18 51/11 53/15 53/20 57/16	12/14 16/16 quarter [2] 36/11 36/25 question [15] 14/6 17/9 18/2 18/3 21/22 24/12 35/10 46/18 51/11 53/15 53/20 57/16

S	set [2] 29/20 56/3	57/21	7/4 7/6 7/8 7/9 9/1 10/17 16/2 16/3 22/9 22/17 24/19 27/25 28/3 29/10 29/13 30/7 30/14 30/15 30/18 30/20 31/14 33/4 34/4 34/13 39/3 39/3 39/8 41/8 41/14 41/22 41/23 41/23 41/23 43/9 46/6 46/8 50/4 50/6 51/1 53/23 54/1 54/17 54/25 55/5 55/9 55/12 56/11 57/20 57/21 59/12 59/16 60/6 60/14 61/9 61/24 63/7	18/1 43/6 63/10
Saturday... [1] 25/15	setback [1] 29/22	sign [1] 16/11	somebody [1] 54/6	speaker [1] 63/4
save [1] 20/24	setbacks [1] 32/13	significant [6] 7/21 8/1 33/22 33/25 48/12 50/4	someplace [1] 40/11	speakers [2] 3/9 42/17
savings [4] 19/1 19/9 33/11 34/15	settle [1] 60/4	silver [1] 30/3	something [30] 9/8 11/20 11/24 13/21 18/25 22/20 27/4 29/16 30/11 41/16 41/16 42/6 47/12 47/14 48/7 48/24 49/2 50/3 50/15 50/21 53/8 53/21 54/8 54/9 57/9 57/12 57/19 59/18 60/1 60/10	special [1] 26/18
say [7] 13/15 13/25 33/15 47/22 49/18 51/13 53/10	seven [2] 18/20 44/20	similar [1] 18/24	something to [1] 54/8	specialty [1] 52/23
saying [6] 13/2 19/17 23/11 40/20 46/20 55/22	seven o'clock [1] 18/20	simple [1] 13/6	sort [2] 47/4 60/19	specific [6] 36/9 41/13 42/6 47/16 50/14 53/4
says [4] 11/12 14/9 59/19 62/6	several [2] 37/17 62/13	since [1] 29/1	sounds [1] 54/1	specifically [6] 5/19 34/4 39/16 46/5 60/23 62/5
scaled [1] 55/21	shake [1] 61/17	single [2] 5/23 6/5	source [1] 8/12	Spencer [1] 3/18
seasons [1] 29/12	shall [1] 61/6	sit [1] 5/9	south [1] 12/18	spillage [2] 20/15 20/16
seating [1] 26/19	share [1] 52/8	site [54] 3/1 4/8 5/4 5/17 5/17 6/4 7/11 8/25 9/11 10/2 10/10 11/9 11/9 11/23 12/10 12/18 13/5 14/3 14/4 21/3 21/11 22/9 22/11 22/24 23/1 23/2 23/2 23/8 23/12 25/3 25/4 26/12 26/25 27/1 27/11 27/19 29/1 32/20 32/21 32/22 53/23 53/24 54/12 56/4 56/5 59/15 59/20 59/20 59/21 59/23 60/1 60/7 60/16 61/10	southwest [1] 5/14	spinoff [1] 39/21
second [3] 18/18 31/12 46/16	shares [1] 8/16	sitting [2] 8/23 21/18	space [11] 8/5 25/24 25/25 26/3 26/10 27/7 45/12 55/6 56/16 56/20 59/23	Spirit [8] 3/2 3/21 4/3 4/5 4/9 4/21 21/4 33/17
Secretary [1] 1/15	sharp [1] 16/5	size [2] 32/21 37/6	spaces [20] 6/11 9/16 9/16 9/17 9/17 9/23 10/2 10/8 10/11 10/14 26/1 26/1 26/4 45/23 55/18 56/19 57/17 57/17 58/12 60/5	spoken [1] 63/5
section [2] 26/15 45/14	she [2] 13/1 51/16	sketch [1] 52/5	spacing [2] 27/25 28/4	spots [2] 45/15 58/22
sections [1] 11/23	shelf [1] 45/12	Sky [2] 18/6 18/7	speak [7] 3/5 9/25 14/14 17/10	Sprit [1] 9/5
see [27] 5/7 8/6 10/17 11/14 11/21 12/14 16/16 19/16 19/24 29/7 30/6 31/16 31/17 38/22 38/23 38/24 39/4 40/4 41/15 41/15 43/22 48/1 50/12 51/21 60/10 61/16 62/15	shelves [1] 45/14	slash [1] 24/6		spun [1] 38/18
seem [2] 62/13 62/18	shielded [1] 32/2	sleet [1] 37/21		square [18] 3/3 4/10 5/12 6/5 16/24 21/5 22/12 23/21 24/15 24/25 25/25 26/3 27/16 27/23 36/18 37/3 44/7 56/19
seems [1] 50/17	shift [1] 25/7	slide [2] 30/1 51/11		SS [1] 65/1
seen [6] 14/7 14/7 14/10 18/10 27/5 48/2	shifted [1] 28/4	slides [1] 40/16		St [2] 1/24 65/2
sees [1] 19/5	shop [4] 46/7 49/21 50/9 51/23	slightly [1] 55/21		St. [1] 34/19
sell [1] 61/19	short [1] 31/16	slots [1] 58/19		St. Louis [1] 34/19
send [1] 59/2	Shorthand [1] 65/6	slowly [2] 36/10 36/11		staff [26] 16/18 20/21 22/20 27/17 28/2 28/15 28/24 29/16 30/7 30/20 40/3 41/22 44/11 49/1 52/8 52/9 53/15 54/25 55/6 56/13 57/5 59/2 60/20 61/7 61/14 63/22
sensational [2] 41/4 41/4	should [6] 3/6 20/10 40/20 53/25 62/3 63/2	slug [1] 7/7		staff's [2] 49/17 51/3
sensor [1] 37/25	show [11] 26/6 27/9 29/25 39/8 39/9 43/13 47/1 47/19 49/11 51/12 51/13	small [3] 15/7 36/24 44/14		stalls [4] 22/13 22/15 22/18 31/1
separate [1] 35/1	showing [3] 9/17 43/9 56/6	snow [5] 37/21 38/4 38/5 38/8 38/9		standing [1] 36/1
septic [1] 38/15	showroom [6] 6/7 15/18 25/25 29/21 31/11 51/25	snowplow [1] 34/13		standpoint [4] 33/7 33/11 36/13 62/25
service [19] 5/3 6/7 9/21 15/20 22/13 24/24 26/1 26/2 29/20 29/22 30/25 31/1 31/9 31/10 41/9 45/18 49/18 51/8 51/23	showroom's [1] 15/18	so [191]		stands [1] 43/24
services [4] 1/22 25/9 25/17 29/22	shows [1] 9/14	Society [2] 18/7 18/7		Start [1] 14/23
	shrink [1] 53/22	sod [1] 43/1		started [3] 35/18 38/14 40/18
	shrubs [2] 12/7 61/10	soft [1] 18/21		state [6] 4/1 5/2 12/13 15/16 26/15 64/13
	sic [1] 25/13	soil [1] 36/20		
	side [10] 5/14 6/12 6/17 6/18 17/23 17/25 19/15 29/25 41/13 45/24	solid [1] 25/2		
	sides [8] 15/14 30/1 30/17 41/22 42/1 42/20 48/1 51/24	solve [1] 51/3		
	sidewalk [4] 5/25 16/24 23/25 24/6	some [57] 5/24		
	sidewalks [4] 11/9 11/10 23/20			

S	suggest [3] 27/17 60/22 60/23	taking [4] 8/10 24/14 34/24 46/19	26/2 28/11 28/20 32/5 32/9 32/13 32/15 36/24 37/21 39/3 43/4 46/4 46/6 49/14 49/15 50/2 51/14 52/17 53/22 55/9 58/9 58/16 59/21 59/24 60/25 62/8 63/2 63/7	46/6 46/12 46/13 46/20 47/5 47/10 47/11 47/15 47/22 47/22 47/24 48/4 48/13 48/13 49/4 50/8 50/13 51/3 51/5 52/5 53/21 53/25 54/10 55/4 55/13 56/9 56/15 56/20 59/1 59/16 59/16 59/24 60/3 60/6 60/10 61/5 62/19
stated [1] 13/24	suggesting [2] 28/24 52/12	talk [4] 15/3 18/17 22/10 51/16	there's [47] 5/9 5/10 5/13 5/15 6/14 6/15 9/15 9/21 11/3 11/16 11/22 12/1 12/18 13/18 13/19 15/5 15/8 15/16 15/17 15/17 16/13 19/24 20/7 20/10 20/15 21/14 28/8 33/22 34/2 34/12 36/4 37/25 39/3 39/3 45/3 48/16 50/13 51/18 51/18 54/1 56/25 58/7 59/14 59/24 60/3 62/22 62/23	think if [1] 47/11 thinking [2] 42/8 59/10 third [1] 48/9 this [100] Thomas [1] 1/12 those [38] 1/10 4/7 4/12 6/18 7/2 9/10 9/17 9/20 9/23 11/10 11/19 13/22 13/23 14/10 14/14 15/2 15/6 15/20 16/3 16/21 17/2 21/8 22/10 22/18 23/21 26/24 27/1 28/6 29/14 30/18 30/20 34/2 35/16 42/25 45/8 45/16 46/10 51/5
stations [1] 6/17	suggestion [4] 41/12 54/8 56/2 60/24	talking [7] 12/25 24/14 45/24 46/1 49/21 51/20 61/11	these [14] 4/18 11/4 11/13 12/4 14/24 19/17 21/15 24/3 28/14 30/2 37/14 53/18 56/19 60/14	though [2] 23/9 28/17 thought [1] 49/12 three [8] 4/12 25/16 26/1 36/4 43/15 51/8 56/11 58/5 three-story [1] 58/5 threw [1] 60/25 through [8] 5/24 7/5 15/12 24/2 24/8 40/24 41/2 53/6 Thursday [2] 6/9 25/15 tie [3] 22/9 27/5 60/11 ties [1] 27/12 tile [1] 44/22 till [1] 6/23 time [5] 18/19 25/16 25/19 47/19 59/1 times [2] 41/3 59/8 today [6] 5/9 5/17 7/22 8/21 36/2 55/15 together [2] 37/15 60/15
statuary [1] 26/21	suggestions [2] 41/18 41/21	talks [4] 13/16 13/16 13/17 44/21	they [80] they'll [1] 31/16 they're [31] 9/18 9/18 11/17 13/25 15/9 18/16 19/10 19/19 23/1 24/5 27/1 27/2 30/10 31/18 32/9 32/10 32/11 37/15 37/15 43/25 44/17 45/7 45/14 45/16 45/24 48/3 50/16 50/21 53/13 54/23 59/10	
stay [3] 11/3 41/10 54/18	Suite [1] 17/17	task [1] 44/14	they've [7] 10/6 10/7 47/2 53/21 59/4 59/16 60/6	
stays [1] 36/21	summary [1] 16/22	team [1] 17/4	thicker [2] 36/14 36/15	
steel [1] 36/14	summer [1] 36/23	tech [1] 21/25	thing [9] 12/9 17/22 38/20 42/22 44/2 46/8 47/4 59/1 60/8	
stenographically [1] 65/8	sun [1] 46/11	technicians [1] 46/8	things [9] 11/18 16/19 23/6 26/24 45/5 48/5 57/2 57/21 62/8	
still [2] 28/3 53/25	Sundays [1] 25/10	tell [3] 41/7 41/8 43/13	think [50] 9/12 11/1 11/15 11/25 13/4 16/5 17/2 17/2 20/1 22/21 33/8 35/21 43/5	
Stock [7] 3/14 3/15 3/18 22/12 26/7 62/7 63/23	sunny [1] 19/4	ten [1] 17/23		
stone [21] 14/24 14/25 15/6 16/2 29/23 30/2 30/16 30/17 32/18 41/25 44/9 44/11 44/13 48/6 48/25 49/7 50/2 50/11 51/2 51/2 54/24	Supervisor [1] 1/15	tenth [1] 18/14		
stone's [2] 50/5 57/3	Supervisor/Record ing [1] 1/15	terms [13] 22/23 24/18 26/25 27/6 27/13 29/19 41/18 47/3 53/22 59/17 59/22 60/15 62/24		
stones [1] 15/10	support [2] 41/17 45/23	than [15] 4/25 14/2 14/3 19/12 24/22 35/2 41/13 47/21 50/18 53/11 53/11 56/6 57/18 61/22 63/11		
storage [1] 39/2	supposed [2] 28/17 28/20	Thank [6] 17/7 20/19 32/25 43/11 43/12 49/14		
store [4] 18/19 44/18 58/14 58/15	sure [8] 3/11 6/22 31/6 32/9 33/21 39/4 39/11 40/22	that [300] that's [72] their [8] 4/11 18/24 23/25 25/8 27/10 31/19 44/9 54/2		
stories [1] 41/8	surface [12] 5/11 20/6 29/2 32/4 36/19 37/3 37/4 38/16 39/24 44/3 52/21 53/19	them [19] 14/20 14/20 14/23 17/22 20/24 21/18 22/1 28/2 35/12 35/19 39/19 50/22 52/14 59/2 59/3 59/9 60/7 62/15 62/21		
storm [2] 7/8 8/23	surplus [2] 22/17 22/21	then [66] then the [1] 57/6		
stormwater [10] 5/19 8/17 8/24 14/3 16/23 27/6 35/25 36/20 37/22 62/23	surrounding [2] 5/11 21/13	there [53] 4/25 6/7 6/11 6/16 7/1 7/15 8/23 9/19 10/25 12/17 14/2 14/9 15/22 17/8 19/22 20/8 20/10 20/10 20/13 22/15 22/21 24/16 24/19 25/7 25/15		
story [2] 31/12 58/5	sustainable [2] 8/14 35/25			
straight [2] 48/16 49/21	swear [1] 3/6			
street [7] 4/22 4/23 19/21 27/22 28/23 29/7 29/8	sworn [5] 3/5 3/9 63/13 63/15 63/15			
streets [2] 24/3 28/18	system [19] 8/9 8/24 9/3 13/11 19/3 31/19 33/25 34/16 34/24 35/2 36/8 36/20 36/25 37/22 37/25 38/1 38/2 38/15 38/17			
strip [1] 28/18	systems [1] 39/17			
struggling [1] 41/11	T			
study [1] 20/11	table [6] 16/1 30/1 30/6 30/16 30/17 50/15			
stuff [5] 18/11 37/1 44/5 61/22 61/25	take [11] 8/3 14/20 18/22 36/18 39/23 46/11 46/22 47/18 52/14 59/25 62/2			
subjective [1] 11/14	takes [4] 35/4 35/5 37/2 37/20			
submittal [1] 46/22				
submitted [1] 21/9				
successful [2] 58/24 62/17				
such [4] 11/5 23/4 26/19 61/3				

T	37/22	use [25] 3/1 4/7	58/15 58/18	21/12 22/4 23/23
told [1] 22/12	TV [1] 47/9	4/16 9/19 9/20	58/23 58/25	27/11 28/23
tonight [1] 4/6	twelve [1] 18/7	13/4 13/8 18/13	59/14 59/15	30/12 32/11
too [1] 10/13	two [22] 4/18	19/2 20/5 21/3	60/17 62/20	33/24 34/7 35/24
tool [1] 34/20	5/4 5/9 5/22	21/10 22/5 22/7	want the [1]	38/14 41/21 42/5
top [2] 15/5	6/11 6/16 7/3	22/16 24/7 24/18	56/10	43/4 43/6 46/1
31/3	9/19 14/8 15/6	24/20 25/24 27/3	wanted [8] 21/20	46/18 49/7 49/12
topography [3]	15/9 15/10 15/16	36/14 36/15 53/4	25/22 25/22	56/9 56/23 57/6
12/1 12/2 55/17	21/8 21/15 21/17	53/8 60/11	32/16 38/15	60/4 62/14 62/19
total [7] 4/14	28/14 34/22	used [2] 22/18	41/10 49/14 50/3	62/20
9/16 21/16 22/17	34/22 35/12 36/4	27/13	wants [3] 47/10	well-landscaped [1] 12/16
23/12 26/3 26/4	42/25	uses [2] 53/6	51/16 61/18	went [1] 26/14
totaling [1] 5/5	two-minute [1]	53/11	was [30] 7/1 7/1	were [9] 3/9 8/3
totally [1]	14/8	utilities [2]	7/3 7/7 7/8 7/9	16/20 24/13
53/10	tying [1] 11/9	11/5 11/7	15/13 16/19 17/8	30/23 38/14
tough [2] 45/10	type [3] 28/22	utility [1]	17/23 23/11 31/7	49/13 55/8 60/22
49/10	53/10 60/9	26/23	39/20 46/1 46/14	west [2] 5/6
toward [1] 47/25	types [1] 15/6	V	49/18 49/25 50/2	6/17
town [1] 43/19	typewriting [1]	vary [2] 25/9	50/3 51/12 52/17	what [44] 6/25
Toyota [2] 45/1	65/9	44/25	54/4 54/15 58/19	8/7 8/10 10/1
45/7	typically [5]	vegetative [3]	60/25 62/19 63/6	11/25 12/25
traditional [1]	35/11 38/13	27/3 28/17 39/21	63/6 63/7 64/6	14/12 15/23
19/13	44/10 46/10	vegetize [1]	water [8] 16/1	18/20 18/23
Traditionally [1]	56/20	38/16	30/1 30/6 30/16	19/16 20/3 29/13
18/4	U	vehicles [6]	33/24 34/2 38/1	31/18 32/4 32/8
traffic [3]	Uh [1] 19/18	13/21 15/20	50/14	35/2 35/11 36/5
13/10 13/12	Uh-huh [1] 19/18	22/19 52/21	waters [1] 36/21	36/21 36/23 38/7
19/24	ultimately [1]	53/18 54/12	way [9] 6/2	38/18 39/5 41/11
transcript [1]	47/5	vehicular [1]	11/11 12/25 25/5	42/14 43/17
65/10	under [4] 5/18	12/17	28/14 34/14	45/22 46/19
transferring [1]	13/4 54/18 55/18	versus [2] 10/4	44/13 47/25 55/9	48/10 48/23 50/6
8/20	underground [4]	56/12	ways [1] 60/13	50/18 52/3 54/10
transmission [1]	6/12 8/19 11/5	very [20] 12/5	we [171]	54/10 54/11
26/22	11/6	12/14 18/16	we'd [7] 10/23	55/13 56/9 57/10
trash [3] 25/2	understand [5]	18/20 18/20	29/21 38/17	59/20 59/22
25/4 28/5	14/12 41/17 54/7	18/24 19/11	48/25 52/2 54/22	60/23 61/11
tray [1] 36/8	57/25 60/3	26/10 36/9 36/24	55/19	what's [10]
trays [3] 31/18	understanding [1]	38/13 38/19	we'll [5] 7/17	11/14 11/15 14/2
37/14 37/15	7/22	39/14 43/21 44/4	18/14 22/10	14/3 15/25 18/21
treating [2]	Understood [1]	45/6 50/10 51/6	56/15 57/10	25/23 42/7 42/7
8/11 8/13	47/7	58/15 59/2	we're [35] 4/5	43/21
treatment [3]	understory [1]	via [1] 59/20	4/11 5/24 7/20	whatever [2]
15/13 15/14	12/7	view [1] 62/16	9/9 9/10 10/9	38/3 39/12
15/24	Unfinished [1]	virtually [1]	10/14 10/23 11/4	when [6] 11/1
trees [8] 12/6	2/23	37/24	11/6 11/9 11/10	18/19 19/22
12/7 12/7 27/22	unique [2] 11/18	visual [1] 26/21	11/25 12/2 12/9	27/20 35/17
28/3 28/6 29/7	26/21	volume [1] 45/22	12/9 13/10 13/14	36/10
29/8	up [39] 3/4 5/6	W	13/14 20/21	where [27] 4/23
tried [5] 10/17	7/19 14/20 16/10	wait [1] 6/23	26/24 36/6 50/14	7/24 8/21 10/24
47/2 47/20 54/17	23/2 23/3 23/25	Walker [3] 3/19	51/20 54/7 54/16	18/10 18/23
57/20	24/2 26/8 28/1	14/13 17/15	54/20 54/20 55/5	23/11 24/10 28/6
true [2] 38/10	29/4 29/13 30/12	walkways [1]	55/11 58/11	28/9 29/19 30/24
65/9	30/14 30/17	11/8	58/13 58/18	31/7 31/9 31/12
truly [1] 33/10	30/18 39/3 41/13	wall [2] 42/11	61/11	34/15 35/17
try [4] 16/2	41/13 41/20	49/21	we've [10] 7/5	45/19 48/2 51/23
47/10 60/11	41/24 42/4 42/5	Waller [2] 1/15	10/21 11/20 34/3	52/11 52/11
60/13	42/6 46/11 47/3	2/21	34/3 35/17 44/13	52/25 52/25
trying [8] 10/23	48/7 48/14 49/18	Walmart [2]	48/2 51/10 54/13	55/10 57/4 61/9
11/17 14/11 42/5	51/2 51/10 52/5	18/25 45/13	Wednesday [2]	whether [1] 33/9
46/24 51/15	54/7 56/13 56/24	Wang [1] 1/11	6/8 25/14	which [25] 5/7
58/11 60/4	59/3 60/1 60/13	want [20] 10/13	weeds [3] 34/23	6/2 6/17 7/7 8/7
Tuesday [2] 6/9	upped [1] 28/25	11/3 12/15 16/10	35/20 39/15	12/11 15/6 15/20
25/15	upping [1] 42/1	18/17 26/6 30/9	week [1] 4/2	16/2 26/1 26/4
turn [3] 36/19	us [8] 8/7 9/2	41/12 43/17 53/8	weight [1] 36/16	27/4 32/4 35/12
38/1 39/24	33/4 41/14 46/24	54/22 56/10	well [33] 8/16	39/2 41/24 43/15
turns [2] 37/3	50/17 55/2 56/15		10/20 11/6 11/15	44/14 45/6 49/21
			12/16 15/15 17/8	

W which... [5] 49/22 49/23 51/22 54/2 60/9 while [6] 9/12 12/1 13/24 22/5 42/8 42/8 who [1] 36/1 who's [2] 2/4 4/4 whoever [1] 3/4 whole [3] 17/4 37/23 42/22 why [7] 10/14 14/17 45/5 49/11 53/2 57/19 58/19 wide [2] 24/6 28/8 widths [1] 32/14 will [23] 6/7 6/17 10/13 18/22 21/15 21/16 22/15 22/18 24/16 25/7 25/10 28/7 28/14 28/18 31/15 31/20 33/18 35/1 38/1 40/22 49/10 58/14 62/17 willing [2] 22/22 34/20 willingness [1] 54/1 window [1] 51/21 windows [24] 30/14 39/3 41/22 41/23 46/6 46/10 47/4 47/21 47/24 48/3 48/13 48/25 49/6 49/6 49/24 50/8 50/23 51/3 51/7 51/21 51/21 51/22 54/24 61/21 within [13] 4/15 4/18 5/1 6/6 6/15 7/9 7/22 7/24 8/24 10/21 25/1 27/16 53/4 without [1] 49/24 won't [2] 31/15 31/17 word [2] 46/19 46/24 work [11] 17/20 46/23 50/22 54/25 55/5 57/9 57/13 57/13 59/1 61/5 61/9 working [3] 12/2 12/10 61/14 works [2] 6/25 43/18 workshop [1] 15/21	would [70] wouldn't [2] 47/9 55/22 writing [1] 58/17			
	Y yeah [34] 14/22 17/8 20/16 20/19 20/22 33/10 38/8 41/7 41/20 46/3 46/3 46/25 47/15 49/4 50/24 50/25 51/5 51/11 51/18 52/10 52/13 53/5 53/14 54/10 55/15 55/24 56/2 56/20 57/15 58/6 58/10 61/12 61/21 63/18 year [6] 7/7 8/23 18/20 36/11 36/24 58/12 years [8] 4/25 10/7 11/2 17/23 18/7 39/21 41/6 44/20 yellow [1] 9/18 yes [12] 3/8 17/15 23/7 33/3 33/7 40/8 40/13 50/20 53/17 58/1 61/15 61/15 yet [6] 14/7 14/10 35/7 58/17 58/25 63/5 you [174] you'd [1] 50/12 you'll [2] 12/14 20/6 you're [21] 11/2 11/13 13/7 16/11 19/17 19/20 36/6 38/12 38/25 38/25 39/1 42/8 42/8 46/20 49/21 52/11 52/11 55/22 56/3 56/6 62/12 you've [3] 18/10 44/18 47/6 your [15] 4/5 11/24 17/13 19/5 19/8 19/10 20/4 20/12 20/13 31/7 33/5 33/13 38/2 53/6 60/16			
	Z zero [1] 18/15 zoned [2] 4/13 53/12 zoning [6] 1/1 23/3 27/17 29/17 63/7 65/8			

**AN ORDINANCE AUTHORIZING A NEW CONDITIONAL USE PERMIT FOR A NEW
CAR DEALER FOR SPIRIT LEXUS, LOCATED AT 10176 CORPORATE SQUARE
DRIVE ZONED GC-GENERAL COMMERCIAL DISTRICT**

WHEREAS, under Section 405.370(A)(11), New Car Dealers (NAICS 441110) require the issuance of a conditional use permit as provided in Section 405.1070, Conditional Use Permits; and

WHEREAS, Mike Leep Jr, on behalf of Spirit Lexus, has submitted an application for conditional use permit for a new car dealership at 10176 Corporate Square Drive, Creve Coeur, MO 63141; and

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Monday, December 4, 2023, beginning at 6:00 p.m. or immediately following the close of the previous public hearing, on said application for the conditional use permit as provided by Section 405.1070(D)(2); and

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

WHEREAS, the Planning and Zoning Commission reviewed and, by a 5-0 vote, recommended approval of the request, subject to the conditions contained herein, at its meeting on December 4, 2023; and

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

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

1. Complies with all applicable provisions of the 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 that 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 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.
5. Will provide erosion control and on-site stormwater detention in accordance with the standards contained in Chapter 405.
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.

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

Section 1: A Conditional Use Permit is authorized to be issued pursuant to Section 3 hereof for the operation of Spirit Lexus at 10176 Corporate Square Drive, Creve Coeur, MO, 63141, zoned GC-General Commercial District, whose legal description is as follows:

ADJUSTED LOT 23

A tract of land being Lots 21 and 23 of "Corporate Square Plat No. 3", a subdivision in the Southwest Quarter of the Southeast Quarter of Section 36, Township 46 North, Range 5 East, and the Northeast Quarter of Section 1, Township 45 North, Range 5 East, according to the plat thereof recorded in Plat Book 188, Pages 88 of the St. Louis County Records, in the City Of Creve Coeur, St. Louis County, Missouri, being more particularly described as follows:

Beginning at a found Concrete monument located on the east right-of-way line of Lindbergh Boulevard, 100 feet wide, said point also being located on the south right-of-way line of Corporate Square Drive, variable width; thence along said south right-of-way line the following courses and distances: South 89 degrees 14 minutes 52 seconds East, 29.79 feet to a found Concrete Monument; North 00 degrees 45 minutes 08 seconds East, 30.00 feet to a found Concrete Monument and South 89 degrees 14 minutes 52 seconds East, 400.00 feet; thence leaving said right-of-way line, continuing South 89 degrees 14 minutes 52 seconds East, 144.75 feet to its intersection with the east line of above said Lot 21; thence along said east line, South 00 degrees 45 minutes 08 seconds West, 356.88 feet to the southeastern corner of said Lot 21; thence along the south line of Lot 21, North 89 degrees 14 minutes 52 seconds West, 268.19 feet to the northeastern corner of Lot 23; thence along the eastern lines of said Lot 23 the following courses and distances; South 00 degrees 45 minutes 00 seconds West, 192.64 feet; South 89 degrees 15 minutes 00 seconds East, 75.55 feet and South 00 degrees 46 minutes 56 seconds West, 300.07 feet a found iron pipe located on to the north right-of-line of Woodfield Lane, said point also being located on a curve to the left having a radius of 49.00 feet; then along said right-of-way line with an arc length of 99.92 feet and a chord which bears South 32 degrees 25 minutes 21 seconds West, 83.48 feet to its intersection with the south line of above said Lot 23; thence along said south line, South 63 degrees 57 minutes 18 seconds West, 38.63 feet to the southeast corner of Lot 25 of above said Corporate Square Plat No. 3; thence along the east line of said Lot 25, North 00 degrees 48 minutes 30 seconds East, 219.00 feet to the northeast corner of thereof; thence along the common line between Lots 23 and 25, North 89 degrees 11 minutes 30 seconds West, 362.32 feet to a concrete monument located on the eastern right-of-way line of above said Lindbergh Boulevard, said point also being located on a non- tangential curve to the left having a radius of 1,960.08 feet; thence along said right-of-way line and curve an arc length of 515.87 feet and a chord which bears North 07 degrees 21 minutes 58 seconds East, 514.38 feet and North 00 degrees 34 minutes 08 seconds East, 177.75 feet to the POINT OF BEGINNING.

Containing 349,971 square feet or 8.034 acres, more or less

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

1. The Applicant shall submit Site Improvement Plans, showing all exterior grading and site improvements, to the Department of Public Works for review, as required by Section 410.380 of the Subdivision and Land Development Regulations (Subdivision Code). The Site Improvement Plans shall be in substantial conformance with the "Site Development Plans," and the Landscape Plan received November 13, 2023, as bound together and submitted in conjunction with Application #23-036 by Stock and Associates, as modified before approval of this Ordinance and as modified below.
2. The Applicant is required to submit a Building Permit application, as required by Article II of the Building Code. Exterior elevations shall be in substantial conformance with the Elevations received November 13, 2023, as bound together and submitted in conjunction with Application #23-036 by Stock and Associates, except as modified below.
3. A Final Landscaping Plan shall be submitted with the Building Permit and all landscaping shall be maintained per the approved Landscape Plan and any vegetation that is totally or predominantly dead and/or disfigured due to disease or injury shall be replaced as needed and in a prompt and workmanlike manner as dictated by accepted horticultural standards.
4. Any landscaping alterations deviating from the approved Landscaping Plan shall be reviewed by Planning staff and if substantially different shall require Planning and Zoning approval in form of an amendment to the Landscaping Plan.
5. Hours of operation will be 9:00 AM to 7:00 PM Monday, Wednesday, Friday and 9:00 AM to 6:00 PM Tuesday, Thursday, Saturday for sales, 7:00 AM to 6:00 PM Monday-Friday and 8:00 AM to 5:00 PM on Saturday for services and 7:00 AM to 6:00 PM Monday-Friday and 8:00 AM to 5:00 PM on Saturday for parts. Closed Sundays.
6. Auto repair services shall not include any heavy body work or collision repair.
7. All lighting shall comply with Section 405.680 Lighting and 405.810 of the Zoning Ordinance, and the provided photometric plan for the entire site submitted for review on November 13, 2023.
8. Any ground or roof mounted mechanical equipment installed for the site shall be properly screened with approved materials.
9. All sidewalks shall be replaced and shall be 6 feet wide as provided for in the submitted plans.
10. All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code.
11. Any future enlargement, extension, expansion, or alteration in the use of the structures or site must be approved by the City Council upon receipt of the recommendation of the Planning and Zoning Commission as an amendment to the Conditional Use Permit before a Building Permit for the enlargement, expansion or alteration may be issued.
12. Failure to comply with any one or all of the conditions of this permit shall be adequate cause for the revocation of said permit by the City Council, provided, however, no permit shall be revoked without prior notice to the owner of the intention of the City Council to revoke this permit and reasonable time granted to the owner to correct or remedy any such breach of conditions, except for repeated breaches or violations.

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

Section 3: The City Administrator of the City of Creve Coeur is hereby authorized and directed to issue a Conditional Use Permit in accordance with the provisions of this ordinance, said permit to expressly provide for the conditions and stipulations hereinabove set out in Section 2 of this ordinance. Exercise of the rights granted pursuant to the issued permit shall constitute acceptance of all conditions and stipulations set forth herein.

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

ADOPTED THIS ____ DAY OF _____, 2024.

NICOLE GREER
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2024.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE
CITY CLERK



city of CREVE COEUR

300 North New Ballas Road • Creve Coeur, Missouri 63141

(314) 432-6000 • Fax (314) 872-2539

**APPLICATION TO PLANNING AND ZONING COMMISSION
#23-035 AND #23-036: APPLICATION FOR A CONDITIONAL USE PERMIT AND
SITE DEVELOPMENT PLAN WITH ASSOCIATED BOUNDARY ADJUSTMENT
FOR SPIRIT LEXUS LOCATED AT 10176 CORPORATE SQUARE DRIVE**

FOR THE MEETING OF: Monday, November 20, 2023

LOCATION: 10176 Corporate Square Drive and 1100 N. Lindbergh
Boulevard, Zoned GC General Commercial District.

REQUEST: Mike Leep Jr., on behalf of Spirit Lexus, has submitted an application for Conditional Use Permit with associated Site Development Plan and Boundary Adjustment for a Spirit Lexus location at 10176 Corporate Square Drive in the “GC” General Commercial Zoning District. Spirit Lexus plans to relocate and demolish the existing improvements on both parcels, consolidate the 10176 and 1100 parcels into one lot and develop a new 53,134 square foot car dealership on the property.

ADDITIONAL INFORMATION: NAICS 441110 New Car Dealers is a conditional use in the “GC” General Commercial district with review and approval by the City Council upon recommendation of the Planning and Zoning Commission.

Key Issues:

- Does the request further the goals and/or implement the Comprehensive Plan?
- Is the request consistent with the required findings for a conditional use permit?
- Does the request follow the Design Guidelines?
- What are the potential impacts upon the area in the vicinity of the property?

**Creve Coeur 2030 Plan
References**

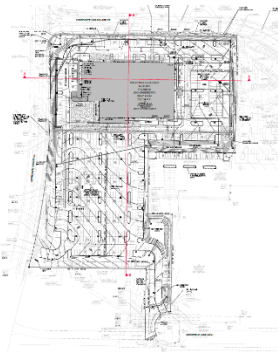
- Mixed Use Innovation Campus District (MUIC)
- Design Guidelines

Zoning Code References

- Section 405.360: GC-General Commercial District
- Section 405.470: Conditional Use Permit
- Section 405.1080: Site Concept, Site Development and Minor Site Plan Approval.

**APPLICANT’S
REPRESENTATIVE:** George Stock
Stock and Associates
Consulting Engineers
257 Chesterfield
Business Parkway
Chesterfield, MO 63005

PROPERTY OWNER: Mike Leep, Jr.
Spirit LEX Re LLC
5201 N. Grape Road
Mishawake, IN 46545



REPORT PREPARED BY: Bethany L. Moore, City Planner

DATE: 11/15/23

ATTACHMENTS: Applicant’s revised materials submitted November 13, 2023; Draft Ordinance

BACKGROUND

Spirit Lexus has outgrown its current location at 777 Decker Lane and must seek an alternative location to build a new car dealership while staying within the City of Creve Coeur. Spirit Lexus' predecessor, Plaza Lexus, had been in business in the city for more than 30 years. The applicant has found that the two lots located at 10176 Corporate Square Drive and 1100 N. Lindbergh Boulevard would serve to fit the needs of the dealership. The applicant proposes to combine the two lots into a single parcel of just over 8 acres and a boundary adjustment plat is included in the application. The two existing buildings on the lots will be demolished, along with the pond in between them, in order to construct a new 53,134 square foot car dealership and repair building with a new parking lot to store and display the new vehicle stock. New Car Dealers, (NAICS 441110), are Conditional Uses in the "GC" General Commercial zoning district. The applicant has applied for a Conditional Use Permit with associated Site Development Plan in order to build the new location.

PROJECT DESCRIPTION

The project will include a new 53,134 square foot building with 40 service bays for the sale of new cars and to provide service for those customers. There will be 55 employees at busiest shift and the hours of operation will be 9:00 AM to 7:00 PM Monday, Wednesday, Friday and 9:00 AM to 6:00 PM Tuesday, Thursday, Saturday for sales, 7:00 AM to 6:00 PM Monday-Friday and 8:00 AM to 5:00 PM on Saturday for services and 7:00 AM to 6:00 PM Monday-Friday and 8:00 AM to 5:00 PM on Saturday for parts. Sundays everything will be closed. The new parking lots will contain a total of 437 parking spaces divided by use into 29 parking spaces for customers, 120 parking spaces for the service bays and 338 parking spaces to be used for display cars or for employee parking. There will be access to the site from Corporate Square Drive, Lindbergh Boulevard and Woodfield Lane to the south. The applicant is seeking a site coverage bonus in order to increase the allowed site coverage from 63% to a maximum of 70% in consideration of additional site features. The applicant is proposing the use of a green roofing system, the creation of native prairie landscaping areas and the renovation and maintenance of the landscaping island within Corporate Square Drive as the additional site features for consideration.



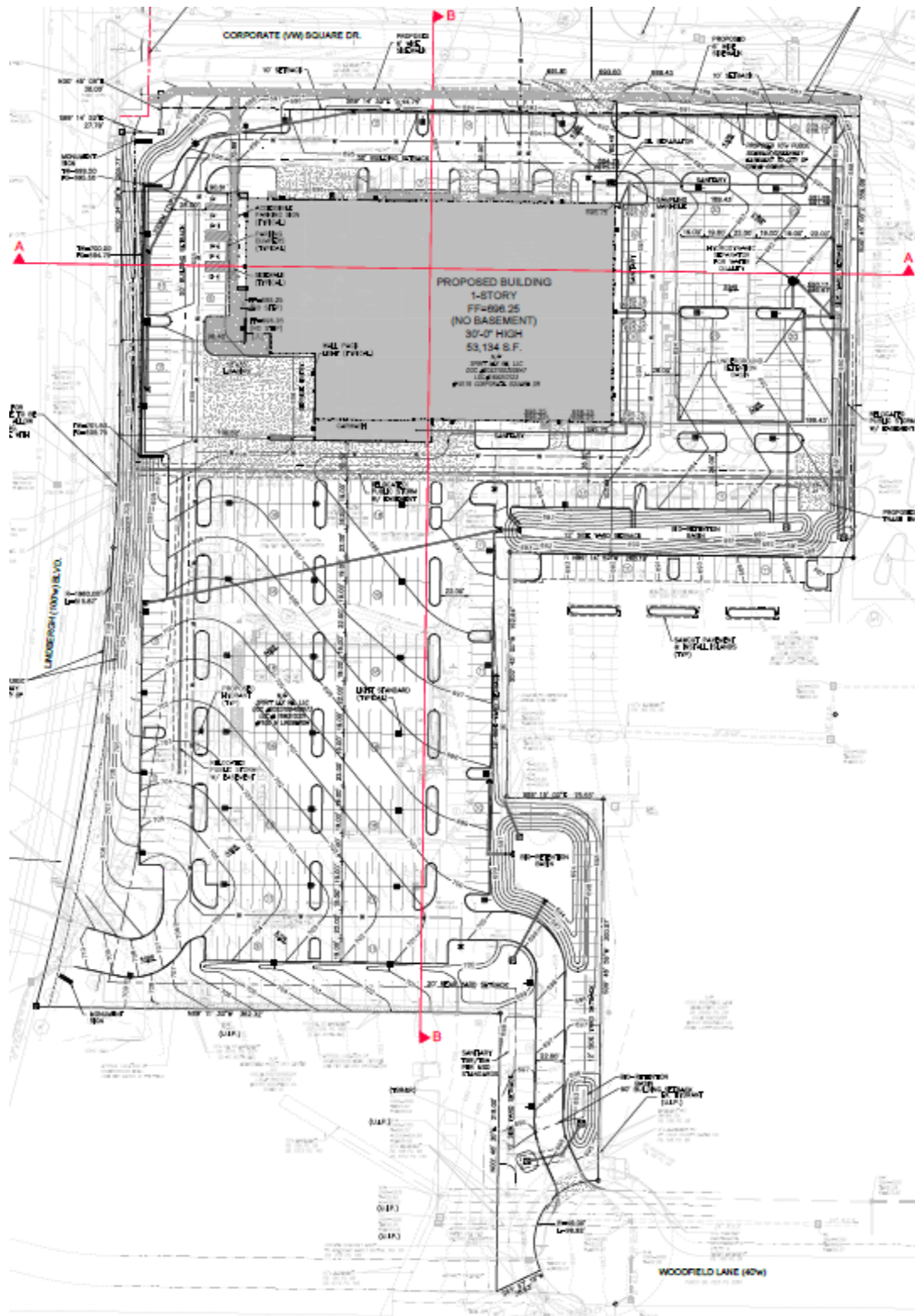


Figure 2: Proposed Site Development Plan for the new Spirit Lexus building and parking lot.



Figure 3: Rendering of Spirit Lexus looking East from North Lindbergh Boulevard.

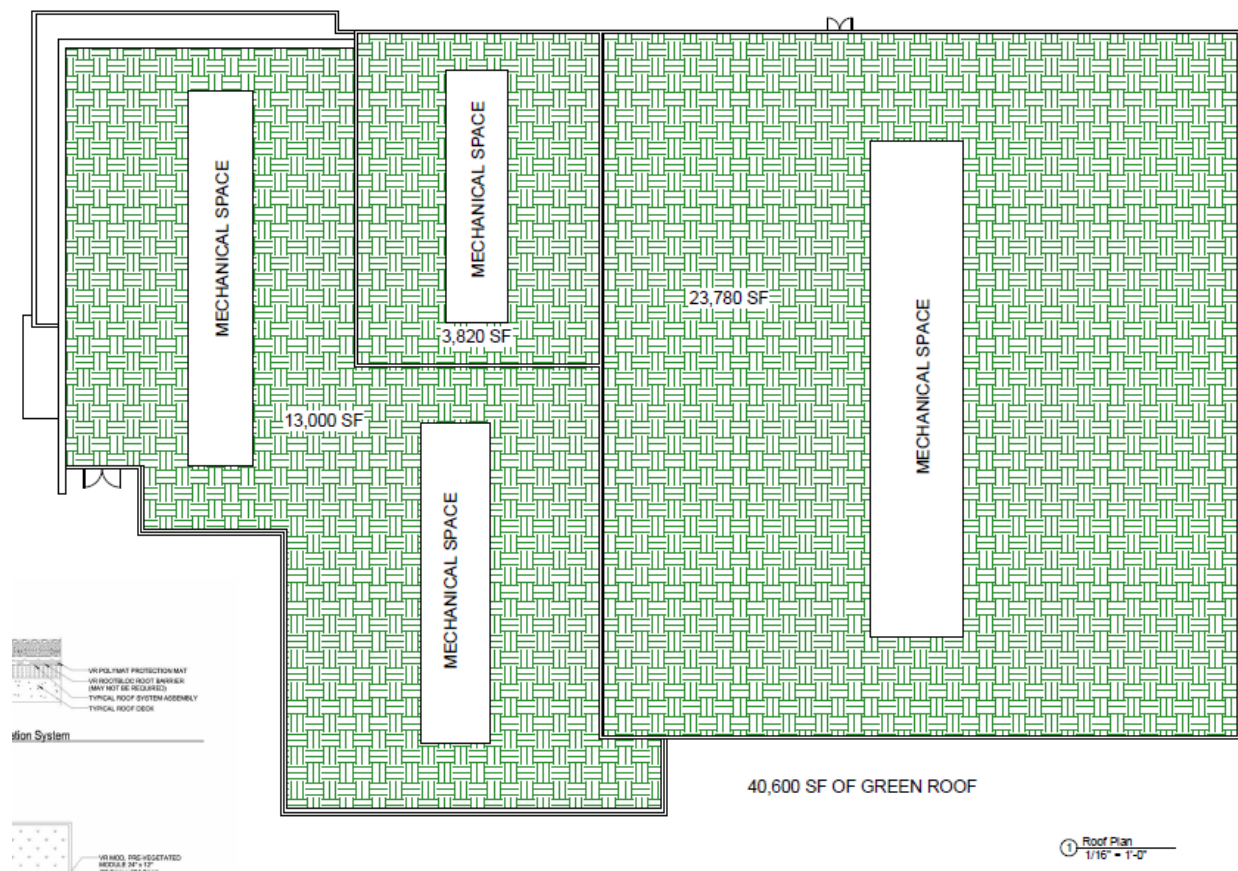
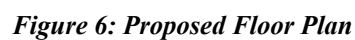


Figure 4: Green Roof Plan.



LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

Direction	Use	Zoning District	Separated by
North	Commercial	General Commercial Zoning District	Corporate Square Drive
South	Commercial	General Commercial Zoning District	N/A
East	Commercial	Light Industrial Zoning District	N/A
West	Multi-Family Residential	City of Maryland Heights	North Lindbergh Boulevard

COMPREHENSIVE PLAN REVIEW

Creve Coeur 2030 Plan

The *Creve Coeur 2030 Plan* includes the subject property in the Mixed-Use Innovation Campus District (MUIC) which is also part of the 39North Innovation District which has its own Master Plan that was adopted as an amendment to the *Creve Coeur 2030 Plan*. The Mixed-Use Innovation Campus District supports the development of office, laboratory, institutional, and research buildings for the biotech industry, supported by diverse housing options, active uses, and other community amenities (p.96.) The lot development standards for projects in this district include encouraging pedestrian facilities between the buildings and the public sidewalk and sustainable and low impact site development practices such as permeable pavement, bio-retention, native landscaping and energy efficient lighting through the use of zoning incentives such as site or density bonuses (p.100.)

The 39North Master Plan guides the development for the 39North Innovation District for the region. The vision is to create an innovation district uniquely positioned to advance the region's global leadership in plant sciences and ag-tech. The Innovation district is a place where anchor institutions, start-ups, business innovation centers and accelerators cluster in a proximate, connected, mixed-use environment including streetscapes and public spaces that encourage interaction and walkability, active retail uses, a diverse set of walkable housing and hospitality options, parking, and alternative transit (p.11.) Part of the development goals for the 39North district is creating a sense of place by visually defining the district and a few ways to do that is through the use of the native plant materials that are present in places like the Danforth Center, storm water mitigation and the use of green and energy efficient materials. While the proposed use, a new car dealership, is not compatible with the types of uses the 39North Master Plan recommends for the growth of the district, the applicant is providing elements for the site that meet with the goals of the master plan.

Although the proposed project's use as a new car dealership does not directly relate with the types of uses encouraged for the area the project is allowed in the "GC" General Commercial zoning district as a conditional use and does contain several elements that conform to the comprehensive plan's suggestions for developments in the Mixed-Use Innovation Campus District. The applicants intend to include an engineered green roofing system for the building consisting of a planted-in-place tray system housing a variety of low height plantings intended to reduce heating and cooling costs, reduce urban heat islands and provide on-site stormwater management benefits. The landscaping plan shows an extensive amount of native landscaping on site that coordinates with the native landscaping at the Danforth Center and that is suggested as a placemaking tool throughout the 39 North Innovation District. The proposal also includes new sidewalks internal to the project connecting the new building to the sidewalk along Corporate Square Drive which is a sidewalk being built as part of the project. Bio-vention basins for stormwater management are also proposed for the site. Overall, the development of the property appears to be in compliance with several of the suggestions in the Comprehensive Plan in as much as it can in consideration of the intended use.

DESIGN GUIDELINES ANALYSIS

The City's Design Guidelines encourage interesting, articulated and high-quality structures without long or continuous wall planes that are designed with an architectural and urban scale compatible with the neighboring developments (p.7.) Pedestrian oriented facades, landscaping and plazas, with a variety of articulation to break up large or monotonous facades are encouraged at street level while buildings that are stylized in an attempt to use the building itself as advertising are strongly discouraged, particularly where the proposed architecture is the result of a "corporate" or franchise style. All elevations of a new building should receive equal design consideration as the primary elevation. Rear and side facades should be designed with similar architectural detailing and materials to be compatible with the principal facades of the building. (p.8) Exterior materials should be chosen for their durability and appropriateness for the intended function while also being visually consistent with the materials of the surrounding developments. Preferred building materials include stone, brick, architectural precast concrete, aluminum and glass (p.9-10.)

The design of off-street parking areas should limit vast open areas of asphalt parking spaces, especially in the front of commercial buildings. Parking lots need to be broken up into smaller, palatable spaces interconnected by landscaped pedestrian linkages. These linkages should be separate pedestrian walkways buffered with landscaping. Parking areas located to the side or rear of commercial buildings or parking structure to replace large open asphalt parking areas are encouraged (p.19.) Building services, such as delivery and trash enclosures, should be located in the less visible areas and screened (p.10.)

The project proposal includes the demolition of two existing buildings and a pond to be replaced with a new 53,134 square foot building and 487 space parking lot. The design of the new building follows a typical model for the Lexus brand. The exterior materials are proposed to be painted precast concrete, aluminum composite material (ACM) and stone. The main exterior material is painted precast concrete in a gray color. The front façade facing North Lindbergh Boulevard, which serves as the main building façade, has a large amount of glass and two different colors of the stone material which appear more of an accent than a main material. The remaining three sides of the building are largely painted, precast concrete material. At the request of staff, the stone material was extended to all four sides of the building as a 36-inch-high water table at the base of the building. The precast concrete material is listed as a desirable exterior building material by the Design Guidelines but the use of it as the main building material makes the building appear bland. The front façade of the building has differentiated elements and plane breaks that give the building more visual character, but the remaining three sides do not have elements to help break up the long expanses of monotonous facade. The buildings surrounding the proposed project do not have a consistency in design but are mostly brick. Although staff is not asking for a brick material to be added to the exterior of the material, staff believes that providing greater articulation on all four sides of the building, would help to cut down on the corporate style of the building, add more visual interest and help the new building to better fit in with its surroundings, as outlined in the Design Guidelines.

The building is proposed to have a "green" or "living roof" element which will help to tie the building in to the goals of the 39North district by embracing green design elements while also providing stormwater mitigation. This will be the first roof of its kind in the City of Creve Coeur.

ZONING REVIEW

Site Development Plan

In the "GC" General Commercial District, per Section 405.360.D. of the zoning code, the submittal of a site development plan is required for all proposed developments. A Site Development Plan is intended to provide a basis for review which include items such as landscaping, site grading, stormwater management, and shall include architectural elevations, landscape plans, and specific information on the building's use, bulk, and placement.

Maximum site coverage for the GC District is 63% with the possibility of an increase up to 70% as a bonus in consideration of special or outstanding landscaping and site planning features when approved by

the Planning and Zoning Commission. The proposed new Spirit Lexus building and parking lot will have a total site coverage of 69.6% and they will be seeking a site coverage bonus. The applicant believes they are providing enhanced site features by providing the green roof element, an extensive native landscaping area of 0.68 acres and providing renovations of the existing landscaped island within Corporate Square Drive in order to fulfill the requirements outlined in Section 405.360(E)(3)(b). The requirements are as follows:

The features to be considered in the granting of any bonus coverage may include, but not be limited to, the provisions of:

- (1) Special pedestrian facilities and features such as gardens, fountains, seating areas and outdoor recreation amenities;
- (2) Objects of art or beautification; statuary or other unique visual features;
- (3) Burial of overhead transmission lines and removal of utility poles.

The Commission should discuss whether these components warrant a site coverage bonus or if additional features would be appropriate.

The total site area is 8.065 acres. Section 405.470(A)(11) *Conditional Uses*, requires New Car Dealers (NAICS 441110) to be located on lots of not less than one acre. The maximum Floor Area Ratio (FAR) allowed is 0.40 and the proposed FAR is 0.15.

The Site Development Plan shows that the building will be set at the northwestern corner of the property near the intersection of North Lindbergh Boulevard and Corporate Square Drive with parking stalls on all sides and a large parking lot area on the southern portion of the lot. Section 405.360(E)(4) requires that developments with parking lots in front of the building must be setback a minimum of 50 feet from the right of way and the building is proposed to be setback just over 86 feet from the right of way as shown on sheet C3.0. The setbacks of 12 feet for side yards and 20 feet for the rear yard are also shown to be compliant. A new 6 foot wide sidewalk is being provided along Corporate Square Drive where none existed previously along with a proposed right of way dedication to provide the city with a continuous right of way along the property line with Corporate Square Drive. Three bioretention basins will be provided for stormwater mitigation on the lot in addition to the green roof element of the building. Per the requirements for this conditional use in Section 405.470(A)(11) the trash enclosure is located in the rear corner of the property and is made of solid CMUs in order to screen it.

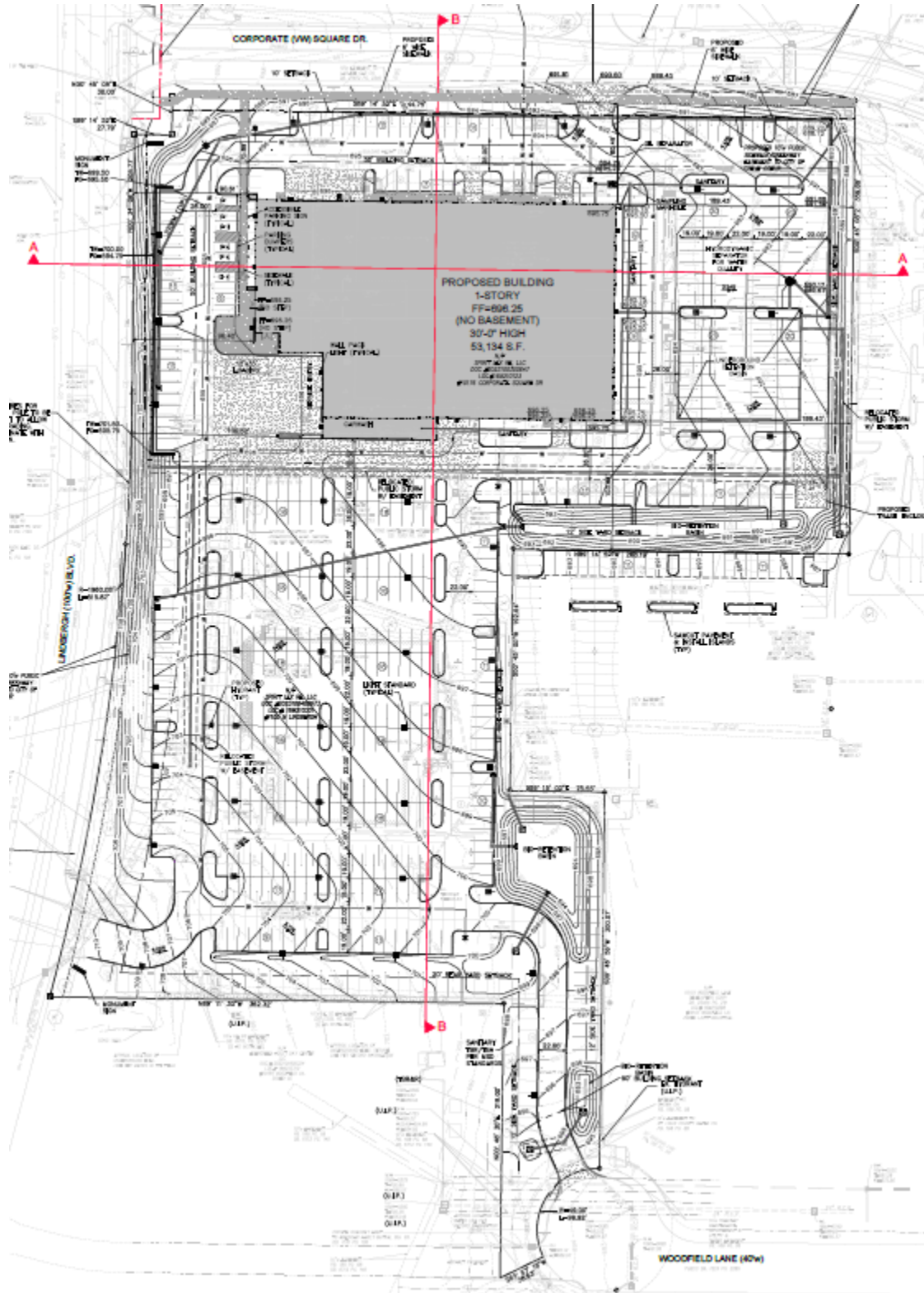


Figure 7: Site Development Plan

Parking

The required parking for this proposal for a 53,134 square foot building with 40 service bays is 176 spaces and the project is proposing 487 parking spaces. Section 405.820 requires 1 space per 250 square feet of showroom floor area requiring 13 spaces, 3 spaces per service bay requiring 120 spaces and 1 space per 1,250 square feet of total aggregate building area requiring 43 spaces. The applicant has not provided a rationale for the proposed amount of parking exceeding the required amount of parking stalls by 311 stalls. Due to the fact that the applicant is seeking a site coverage bonus and there does not appear to be reasoning for the excessive amount of parking spaces provided, staff suggests that the Planning and Zoning Commission discuss the proposed size of the parking lot.

The Design Guidelines suggest that surface parking lots include landscaping elements to help screen glare from the roadways, include landscaped parking islands at the beginning and end of all parking aisles and every 8-10 parking stalls, and include unobstructed direct access to and from the principle building and the street (p.19-20.) The proposed parking lot configuration complies provided that the applicant can demonstrate that the native prairie landscaping will provide year-round screening of the headlights for the stalls adjacent to the street frontages. Staff suggests that the Commission discuss this aspect of the proposal with the applicant.

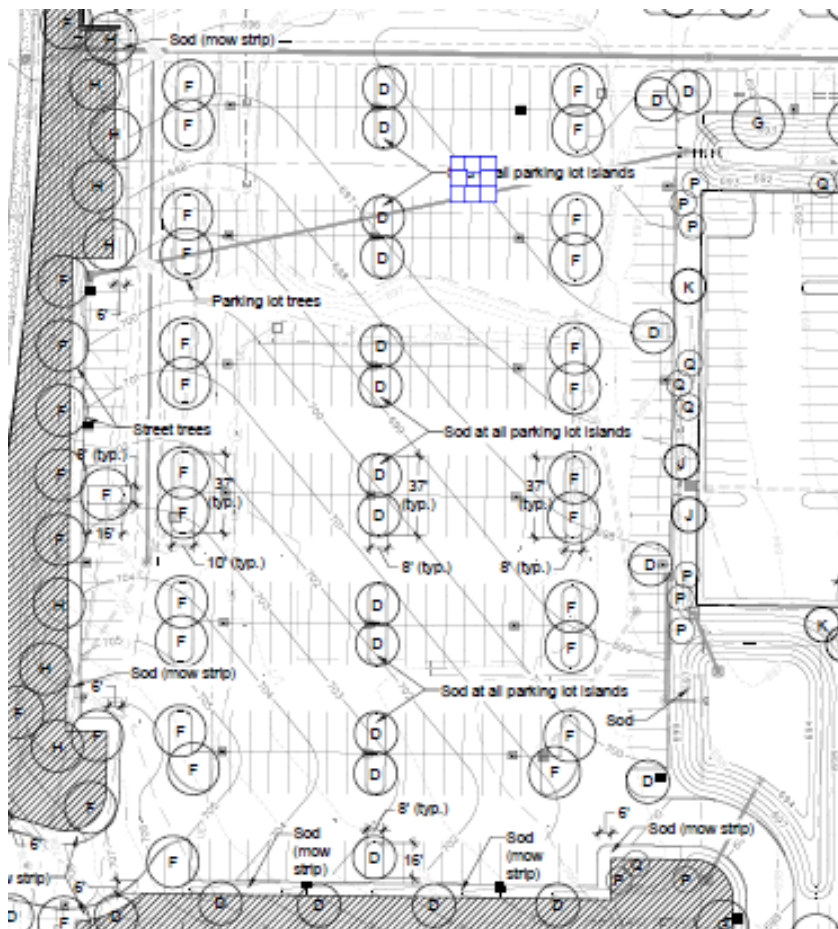


Figure 8: Parking lot layout.

Sidewalks

Section 405.730 Sidewalks requires that all internal sidewalks shall be safe, clearly defined and direct, buffered from the street vehicular traffic and parking areas by a minimum of 3 foot greenspace or landscape area, provide safe clearly defined and direct access between buildings from the principal building's entrance to the public side walk, and all internal sidewalks in non-residential developments

shall be at least 6 feet in width and the use of textured or tinted materials for pedestrian crossings shall be utilized where pedestrian circulation paths cross a vehicular route. The subject property has two street frontages along North Lindbergh Boulevard and Corporate Square Drive. The plans were revised to include 6-foot-wide public sidewalks extending the entire length of the street frontages. The applicant intends to tie into the existing sidewalk along North Lindbergh Boulevard and their plans are compliant with the most recent plans for the right of way provided by MoDOT.

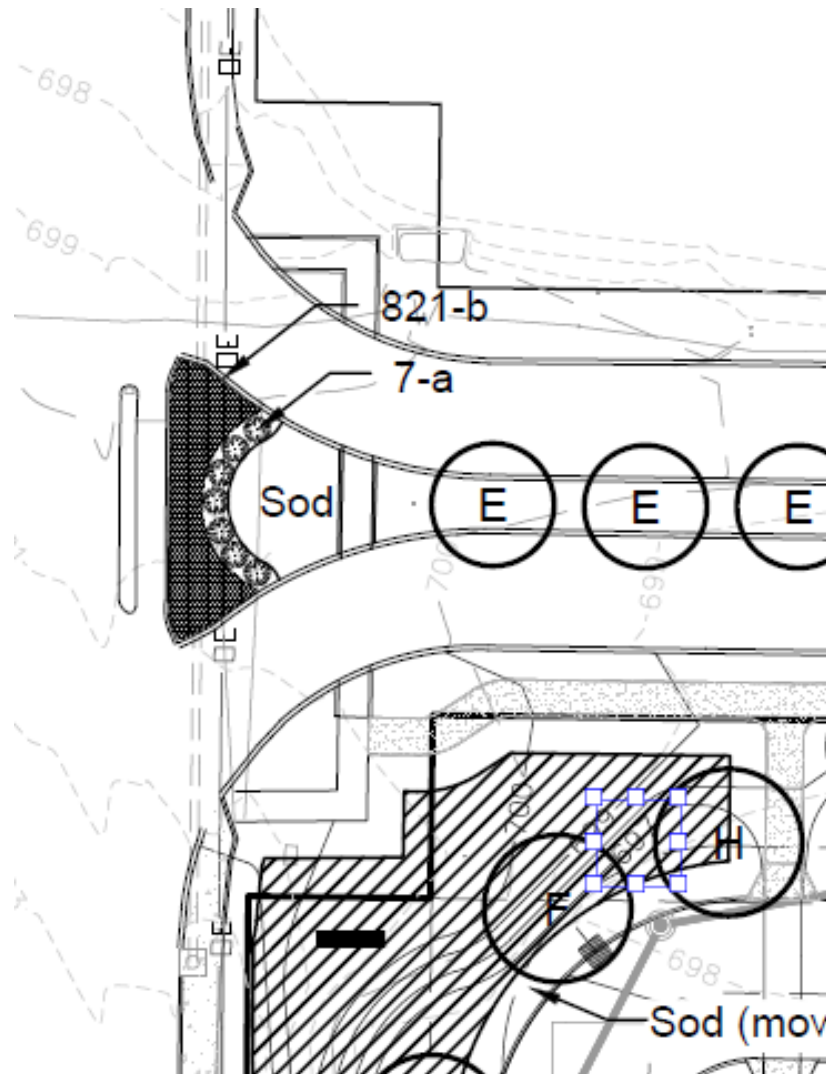


Figure 9: Proposed sidewalk reconfiguration in compliance with MoDOT plans.

Landscaping

The submitted landscaping plan includes the landscaping for the building, site, parking lot and median in Corporate Square Drive. The applicant has requested a site coverage bonus in order to bring their proposed site coverage up to 69.6% instead of the 63% allowed without a site coverage bonus. The applicant submitted the green roof, the creation of a low-profile native prairie along the primary North Lindbergh Boulevard frontage and the renovation and maintenance of the landscaping island within Corporate Square Drive as the site planning features provided in order to receive the site coverage bonus. As staff mentioned previously in this report, the amount of parking provided includes an excess of 311 parking stalls and the applicant has not provided a rationale for the excess. Considering that a site coverage bonus is being sought, staff recommends that the amount of landscaped area provided be increased and the size of the parking lot reduced.

Sheet CL 1.0 is the Concept Landscape plan for the Spirit Lexus dealership. The plan shows that the amount of street trees required for the site, 1 tree per 30 lineal feet of street frontage per Section 405.540(F)(1), is 19 along Corporate Square Drive with 19 provided and 23 along Lindbergh Boulevard with 23 provided. The location of the street trees along Lindbergh Boulevard have been moved further away from the back of curb and concentrated in the areas where more space is available in order to make room for the proposed native prairie in this location. An underground irrigation system will be provided through the site and for the landscaped median within Corporate Square Drive except for the areas with the native prairie landscaping.

The native prairie landscaping will be provided as part of the site coverage bonus and is intended to reflect the landscaping palette for the 39North district as reflected in the landscaping at the Danforth Center (see Fig. 10.). Approximately 1 acre of land will be dedicated to the native prairie landscaping along the North Lindbergh Boulevard frontage and along the southern portion of the property. This is not a typical landscaping style and is intended to be less curated and allowed to grow as it would naturally. Staff have inquired about the maintenance of this landscaping as it can tend to look unkempt if not properly maintained. The applicant has shown on the plans that a mowed maintenance strip will be in place between the native landscaping and the sidewalk along North Lindbergh Boulevard in order to differentiate that the native landscaping is intentional and being maintained. The applicant has also provided additional information about the types and amounts of each native planting material as shown in the table on Sheet CL 1.0.

The provided amount and type of trees for the parking lot meets the requirements of Section 405.540 and the amount of interior landscaped space provided exceeds what is required with 23,608 square feet provided and only 5, 601 square feet required. Staff is requesting additional landscaping to be placed around the building itself in the form of shrubs and grasses in order to soften the impact of the building. A condition of approval has been added to reflect this. When a parking lot is adjacent to right-of-way Section 405.810(A)(5)(b) requires that screening be provided. The applicant has provided the native landscaping in this area, but staff encourages the Planning and Zoning Commission to discuss if this screening is adequate or if any additional landscaping should be provided.

Due to the request for a site coverage bonus and the large amount of excess parking provided on site, staff encourages the Planning and Zoning Commission to discuss requiring that the parking lot be reduced in order to provide additional landscaping areas on site and/or if any additional site features should be provided in exchange for the approval of a site coverage bonus.



Figure 10: Danforth Center Native Landscaping.

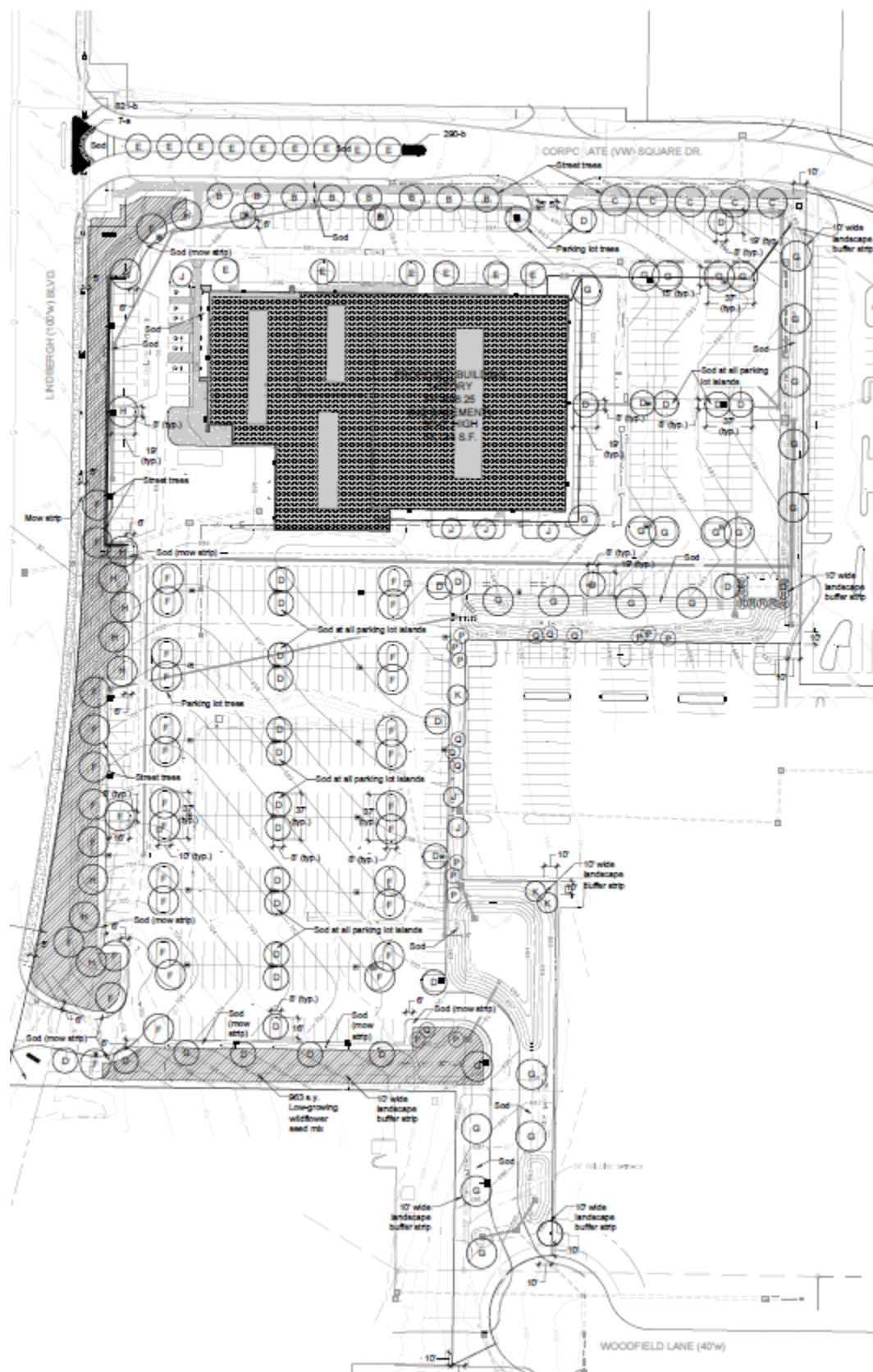


Figure 11: Proposed Landscaping Plan.

Stormwater

The site plan incorporates a new underground stormwater detention basin on the northwest portion of the site. In addition, three bio-retention areas are proposed on the site. The stormwater plan will require MSD and City approval at the permitting stage based upon final design and stormwater runoff calculations.

Lighting

Sheet E603, the photometric plan, shows the site lighting for the site will be a maximum of 16 feet, 14 foot tall poles on 2 foot tall bases, which will be completely down cast and shielded as not to emit light above a 90 degree angle as required by Section 405.680. The light poles will have programmable sensors that will be motion activated and set to 25% dimmed when not during normal hours and increase to 100% when motion activated. The photometric plan shows that no glare will be cast off onto the adjacent right of way.

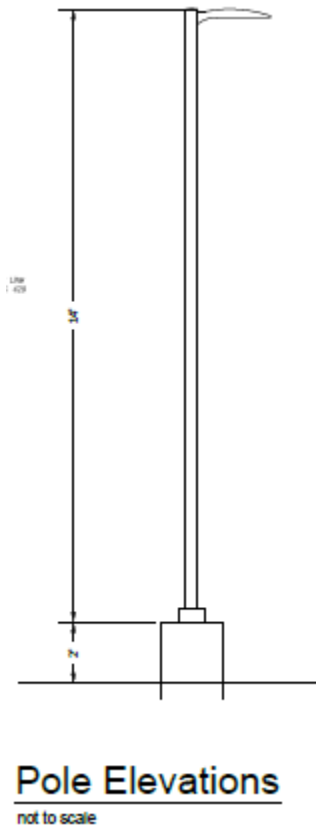


Figure 12: Proposed site lighting.

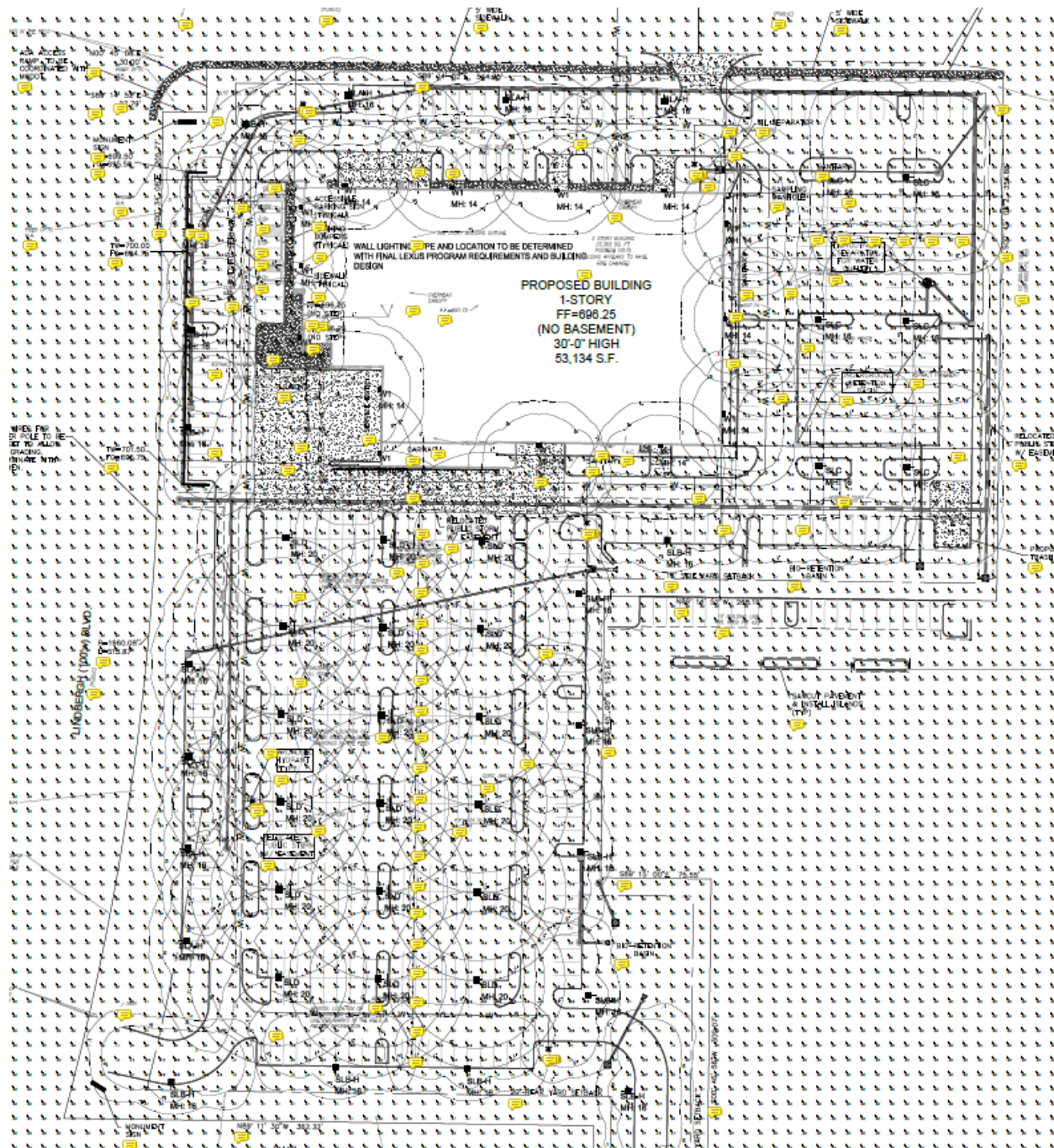


Figure 12: Photometric Plan.

Boundary Adjustment

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

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

This appears to be the case with the current application. The drawings are technically accurate, and the adjustment does not create any known non-conformities on the site. The minimum lot size and dimensions for properties in the GC District, under Section 405.360 of the zoning regulations are a minimum of ½ acre lot area, with a lot width of 75 feet and lot depth of 150 feet. The adjusted Lot 23 is 8.034 acres with lot width and depths that far exceed the minimum requirements. Staff concludes that the adjustment should be approved by the Planning Commission, subject to the conditions in the example motion.

CONCLUSION AND RECOMMENDED CONDITIONS OF APPROVAL

Staff finds that the proposal meets with the Comprehensive Plan, Design Guidelines, as well as with the Zoning Regulations, subject to further amendments as discussed in this report and any further discussion by the Planning and Zoning Commission.

Staff recommends further discussion on the following aspects of this proposal:

- Exterior elevations
- Amount of landscaping provided on site,
- Size of parking area in relation to the site coverage bonus request.

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

Should the Commission request additional changes to the proposal for further review, a motion to continue the application to the next meeting would be appropriate.

The following are the recommended conditions of approval for this proposal; with modifications needed based on further discussion on the application.

1. The Applicant shall submit Site Improvement Plans, showing all exterior grading and site improvements, to the Department of Public Works for review, as required by Section 410.380 of the Subdivision and Land Development Regulations (Subdivision Code). The Site Improvement Plans shall be in substantial conformance with the “Site Development Plans,” and the Landscape Plan received November 13, 2023, as bound together and submitted in conjunction with Application #23-036 by Stock and Associates, except as modified below.
2. The Applicant is required to submit a Building Permit application, as required by Article II of the Building Code. Exterior elevations shall be in substantial conformance with the Elevations received November 13, 2023, as bound together and submitted in conjunction with Application #23-036 by Stock and Associates, except as modified below.
3. A Final Landscaping Plan shall be submitted with the Building Permit and all landscaping shall be maintained per the approved Landscape Plan and any vegetation that is totally or predominantly dead and/or disfigured due to disease or injury shall be replaced as needed and in a prompt and workmanlike manner as dictated by accepted horticultural standards.
4. Any landscaping alterations deviating from the approved Landscaping Plan shall be reviewed by Planning staff and if substantially different shall require Planning and Zoning approval in form of an amendment to the Landscaping Plan.
5. Hours of operation will be 9:00 AM to 7:00 PM Monday, Wednesday, Friday and 9:00 AM to 6:00 PM Tuesday, Thursday, Saturday for sales, 7:00 AM to 6:00 PM Monday-Friday and 8:00 AM to 5:00 PM on Saturday for services and 7:00 AM to 6:00 PM Monday-Friday and 8:00 AM to 5:00 PM on Saturday for parts. Closed Sundays.
6. Auto repair services shall not include any heavy body work or collision repair.

7. All lighting shall comply with Section 405.680 Lighting and 405.810 of the Zoning Ordinance, and the provided photometric plan for the entire site submitted for review on November 13, 2023.
8. Any ground or roof mounted mechanical equipment installed for the site shall be properly screened with approved materials.
9. All sidewalks shall be replaced and shall be 6 feet wide as provided for in the submitted plans.
10. Additional landscaping to be provided along the base of the building in the form of shrubs and grasses in order to provide additional screening for the building.
11. All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code.
12. Any future enlargement, extension, expansion, or alteration in the use of the structures or site must be approved by the City Council upon receipt of the recommendation of the Planning and Zoning Commission as an amendment to the Conditional Use Permit before a Building Permit for the enlargement, expansion or alteration may be issued.
13. Failure to comply with any one or all of the conditions of this permit shall be adequate cause for the revocation of said permit by the City Council, provided, however, no permit shall be revoked without prior notice to the owner of the intention of the City Council to revoke this permit and reasonable time granted to the owner to correct or remedy any such breach of conditions, except for repeated breaches or violations.
14. No conditional use permit granted by the City Council shall be valid for a period longer than one year from the date it grants the conditional use permit, unless within such period: (1) a building permit is obtained and construction is begun; or (2) if a building permit is not required, an occupancy permit is obtained and the use of the building commenced. The City Council may grant extensions to the one (1) year period of not more than one hundred and eighty (180) days each, without notice or hearing, provided that a written request for such extension is filed by the original applicant and approved by the City Council prior to the date the conditional use permit is scheduled to expire.
15. Any transfer of ownership or lease of the property shall include in the transfer or lease agreement a provision that the purchaser or lessee agrees to be bound by the approved Site Development Plan for the property and the conditions herein set forth, and written confirmation thereof signed by the new owner or lessee shall be filed with the City at the time of such transfer or lease. Failure to comply with this provision shall not excuse anyone from these conditions.

MOTIONS

Boundary Adjustment

If the members of the Planning Commission are satisfied that the requested boundary adjustment meets the applicable requirements of the Subdivision Code, the Planning Department staff request that a final decision be voted upon; no action by the City Council is required.

The following are examples of a motion for this application:

“I move to approve the boundary adjustment attached to the staff report for application #23-035 as presented at the November 20, 2023 Planning and Zoning Commission meeting, subject to the condition that a final drawing be prepared for signature and recording.” (Conditions may be added, eliminated, or modified by preceding motion)

Conditional Use Permit and Site Development Plan

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

“I move to recommend approval of a Conditional Use Permit with associated Site Development Plan for Spirit Lexus at 10176 Corporate Square Drive, including site coverage bonus, subject to the conditions discussed in the Staff Report and Draft Ordinance for the meeting of November 20, 2023” (conditions may be added, eliminated, or modified by preceding motion).

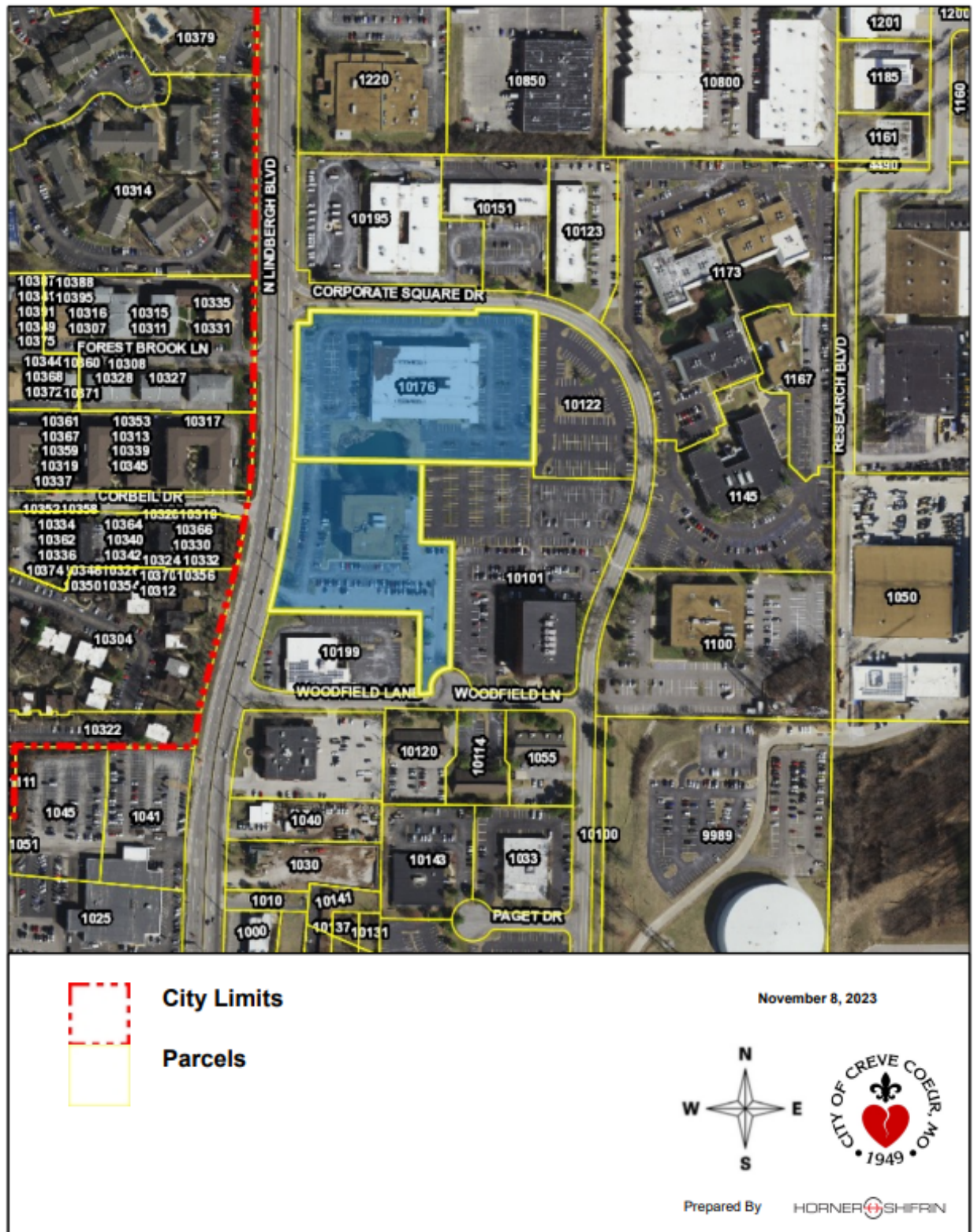
APPENDIX 1: COMPREHENSIVE PLAN

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

APPENDIX 2: ZONING CODE

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

Aerial Photo



	Description: Existing Building on the 1100 Lindbergh parcel. Former Soft Surroundings headquarters.
	Description: Existing Building on the 1100 Lindbergh parcel.

10176 CORPORATE SQUARE DRIVE - EXISTING BUILDING SOUTH



Description:
Existing fire
damaged building
on the 10176
Corporate Square
parcel.

10176 CORPORATE SQUARE DRIVE - EXISTING BUILDING NORTH



Description:
Existing fire
damaged building
on the 10176
Corporate Square
parcel.



city
of

CREVE COEUR

PLANNING DIVISION

File # _____

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

PLANNING AND ZONING COMMISSION AGENDA APPLICATION CONDITIONAL USE PERMIT

PLEASE COMPLETE FRONT AND BACK PAGES

<i>Applicant:</i>	<i>Applicant's Representative (if applicable):</i>
Mike Leep Jr. <i>Name</i>	George Stock <i>Name</i>
Spirit LEX Re LLC <i>Company (If Applicable)</i>	Stock & Associates Consulting Engineers <i>Company (If Applicable)</i>
5201 N. Grape Road <i>Address</i>	257 Chesterfield Business Parkway <i>Address</i>
Mishawaka, IN 46545 <i>Address</i>	Chesterfield, MO 63005 <i>Address</i>
Telephone # 574-272-2009	Telephone # 636-530-9100
Fax # 574-243-9262	Fax # 636-530-9130
Email: cpustelak@gurleyleep.com	Email: george.stock@stockassoc.com
 <i>Applicant's Signature</i>	 <i>Applicant's Representative's Signature</i>

<i>Property Information:</i>	<i>Owner's Acknowledgement (if different from applicant):</i>
10176 CORPORATE SQUARE DRIVE 1100 N. LINDBERGH BLVD. <i>Address</i>	 <i>Name</i>
Creve Coeur, MO 63132 <i>Address</i>	 <i>Company (If Applicable)</i>
Spirit Lexus <i>Development Name (if any)</i>	 <i>Address</i>
GC - General Commercial <i>Current Zoning</i>	 <i>Address</i>
 <i>Prior CUP Approvals (if known)</i>	Telephone # _____
 	Fax # _____
 	Email: _____
 	 <i>Owner's Signature</i>

SALES: MON, WED, FRI: 9am-7pm SERVICE: MON-FRI: 7am-6pm PARTS: MON-FRI: 7am-6pm
TUE, THURS, SAT: 9am-6pm SAT: 8am-5pm SAT: 8am-5pm
SUN: CLOSED SUN: CLOSED SUN: CLOSED

Description of Requested Use (attach additional sheets as needed)

General Description of Business: New car sales and service

Gross Floor Area – Existing and Proposed: Proposed 53,134 s.f.

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

Number of Employees at the busiest shift: 55

Hours of Operation: SEE ABOVE

Current or Most Recent Use of the Property: Office Space/Vacant

Will the applicant apply for a liquor license: Yes ☐ No ☒

Rationale

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

Submittal Checklist

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

Preferred Public Hearing Date: Monday, NOVEMBER 20th, 2023.

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

Office Use Only

☐ All Sections Complete

Received By: _____

☐ All Documents, incl. e-Copies

☐ Fees Paid

Date: _____

Revised: 7/22

Rationale for Approval of CUP and Site Development Plan

Spirit Lex Re, LLC (sometimes referred to herein as “Spirit”) plans to develop a new state of the art car dealership (under the Lexus brand) at 10176 Corporate Square Dr. and 1100 N. Lindbergh Blvd. in the City (the “Property”). Spirit’s request for a conditional use permit (“CUP”) and Site Development Plan approval should be approved by the City of Creve Coeur (“City”) for the following reasons.

Background Information

Spirit has been actively searching for a new home for the Spirit Lexus car dealership for almost three years. Spirit has outgrown its current facilities at 777 Decker Ln. and must relocate to a new facility within the next 24 months. As a commitment to its customers (many of whom reside in the City and neighboring communities), Spirit has made it a priority to remain in the City so it can effectively service the needs of its customers from a convenient, centralized location. Spirit and its predecessor, Plaza Lexus, have enjoyed a long-standing relationship with the City and its business community for more than 30 years. For this reason, it is equally important for Spirit to remain in the City.

Finding a suitable location within the City has been a challenge for Spirit. The Property meets all of Spirit’s needs, as well as the site selection criteria and requirements of Lexus, and is well-suited for use as a car dealership.

Property and Project

The Property is comprised of two parcels, one located at 10176 Corporate Square Dr. (the “10176 Parcel”), and the other located at 1100 N. Lindbergh Blvd. (the “1100 Parcel”). The 10176 Parcel is a blighted 2-story office building (situated on 4.72 acres). It was built in 1974 and was damaged by fire in September 2020 and has never been renovated or repaired. The 1100 Parcel is a 3.33-acre site located immediately to the south of the 10176 Parcel, and includes a 3-story office building that was built in 1979 and is currently occupied by one tenant, Soft Surroundings. Soft Surroundings filed for Chapter 11 bankruptcy on September 10, 2023, and has indicated that it will vacate the building within the next 3 to 6 months. The building, which is approx. 50,000 sq. ft. and was designed to accommodate a single tenant office user, has a significant amount of deferred maintenance and is functionally obsolete. Based on the low demand for office space in the market, the high vacancy levels of nearby office buildings, and the changes in the office work environment following the COVID 19 pandemic, it is not practicable to retrofit the building for use by another tenant.

Spirit Lexus plans to demolish the existing improvements on both parcels, consolidate the 10176 Parcel and 1100 Parcel into one lot, and develop a new high-end/luxury car dealership on the Property, all as shown on the Site Development Plan submitted with this application (See Site Development Plan).

Rationale

The Property is located within the Mixed-Use Innovation Campus District, and the 39 North Innovation District (as identified in the City's 2030 Comprehensive Plan, as amended). Both districts contemplate a variety of commercial uses, and Spirit intends to develop the Property in a manner that is compatible with (and will not detract from) the goals and objectives of these districts. To that end, Spirit plans to incorporate a "green roof" or "living roof" element into its building design, which will help support the district's goals of embracing openness and green space in a manner consistent with "ag tech" and plant science, while at the same time supporting the district's objectives for stormwater mitigation. Also, to the extent necessary or desirable for purposes of enhancing connectivity throughout the district and the surrounding areas, Spirit will cooperate with the City (as it goes through the planning process) to dedicate certain areas of the Property for pedestrian walkways and/or bike trails. Most importantly, Spirit will "clean-up" what has been (and continues to be) a major eye sore at the corner of Lindbergh and Corporate Square Dr., and replace the dilapidated structure with a modern, high-tech, state of the art facility that will add vibrancy to the district and attract greater (and more positive) attention to this area of the City. Spirit has been in contact with representatives of 39 North, and is committed to working with the district (now and in the future) to help support its goals and objectives.

The Property is situated in the "GC" (General Commercial) zoning district. New car dealerships are permitted in the GC district as a conditional use, if supported by an approved site development plan and CUP. Spirit's proposed use and development meets the standards and criteria for approving a CUP in the following respects.

1. Spirit's proposed use complies with all applicable provisions of the City's zoning code (the "Code") for the GC district. Spirit is not seeking any variances with respect to setbacks, parking, or other requirements; however, Spirit is requesting an increase in the maximum site coverage requirement (from 63% to 69.6%) in exchange for the following proposed bonus credits:
 - a. Installation of extensive vegetated (green roof) on the proposed building.
 - b. Creation of a 'low profile' prairie along Lindbergh Blvd. and along the southern boundary of the property. This prairie will mimic the prairie conditions along the Danforth Science Center frontage on Olive Blvd. This will provide a visual cue that this property is in the 39 North Innovation District. The combined area is approximately 30,000 square feet (0.68 Ac.) of new native prairie, benefitting both stormwater control measures and habitat creation.
 - c. Renovation of the existing landscaped island at the intersection of Corporate Square Dr. and Lindbergh Blvd. This includes new columnar hornbeam trees, shrubs, perennials and lawns. The renovation will include the installation of an automatic irrigation system.
2. Spirit's proposed use and development of the Property will contribute to and promote the community welfare and convenience at this location by removing a condition of blight along a prominent and visible corridor of the City, and replacing it with an attractive, high-end dealership that will enhance the City's image along this stretch of Lindbergh and help stimulate future development in this area. It will also allow Spirit to continue serving its numerous

customers who live in the City and the surrounding areas (which is a benefit and convenience to the residents of the City).

3. Spirit's proposed use and development of the Property will not cause any damage or injury to the value of neighboring properties. In fact, by eliminating certain adverse conditions affecting the Property (such as the removal of blight and another soon to be vacant "Class C" office building), and replacing those conditions with a beautiful new luxury car dealership, Spirit will enhance the value of neighboring properties.

4. As indicated above, Spirit's proposed use and development of the Property as a luxury car dealership is consistent with (and will not detract from) the goals, objectives, and applicable planning provisions of the City's Comprehensive Plan. In fact, the City's Comprehensive Plan refers to The Highlands at Forest Park as an example of the "vision and best practices" for the Mixed-Use Innovation Campus District. Among the various uses located at the Highlands at Forest Park, there is a Mercedes Benz car dealership, which is situated along the northwestern portion of the development area and has successfully co-existed with other uses in The Highlands for the past 10 years. The Spirit Lexus dealership will be located in the northwest corner of the Mixed-Use Innovation Campus District, and will complement the other uses in this area.

5. In connection with its site work and construction activities, Spirit will provide all necessary erosion control and on-site stormwater management in accordance with the requirements of the City and the Metropolitan St. Louis Sewer District. See Site Development Plan for details.

6. Spirit's proposed use and development as a car dealership is compatible with the uses in the surrounding area, and will not impose a burden or have any substantial negative impact on surrounding or adjacent users or on community facilities or services. There are three other car dealerships in close proximity to the Property: Lou Fusz Kia at 1025 N. Lindbergh; Lou Fusz Mazda at 925 N. Lindbergh; and Lou Fusz Subaru at 900 N. Lindbergh. These dealerships have co-existed with the other commercial uses in this area for many years, without any negative impact on adjacent properties or community facilities or services. Spirit's proposed use and development of the Property will be no different and will only enhance the surrounding area and help stimulate future development and economic growth.

Spirit is extremely excited about this project. We look forward to continuing our business relationship with the City. For the reasons set forth above, Spirit respectfully requests the City's approval of the CUP and Site Development Plan.

Thank you for your consideration.



city
of

CREVE COEUR

PLANNING DIVISION

300 North New Ballas Road, Creve Coeur, Missouri 63141

Tel. (314) 872-2501 • Fax (314) 872-2505

PLANNING AND ZONING COMMISSION AGENDA APPLICATION SITE DEVELOPMENT PLAN

Select Project Type: Site Development Plan ☒ Site Concept Plan ☐ Minor Site Plan ☐

Title of Project: Spirit Lexus

Location of Project: 10176 CORPORATE SQUARE DRIVE
1100 N. LINDBERGH BLVD.

Locator #: 16M210123
16m210301

Subject for Agenda: Site Development Plan

Applicant:

Architect ☐ Engineer ☒ Contractor ☐ Agent ☐ Owner ☐

<i>Applicant:</i>	<i>Applicant's Representative (if applicable):</i>
Mike Leep Jr. <i>Name</i>	George Stock <i>Name</i>
Spirit LEX Re LLC <i>Company (If Applicable)</i>	Stock & Associates Consulting Engineers <i>Company (If Applicable)</i>
5201 N. Grape Road <i>Address</i>	257 Chesterfield Business Parkway <i>Address</i>
Mishawaka, IN 46545 <i>Address</i>	Chesterfield, MO 63005 <i>Address</i>
Telephone # 574-272-2009	Telephone # 636-530-9100
Fax # 574-243-9262	Fax # 636-530-9130
Email: cpustelak@gurleyleep.com	Email: george.stock@stockassoc.com
 <i>Applicant's Signature</i>	 <i>Applicant's Representative's Signature</i>

Owner's Acknowledgement (if different from applicant):

Name _____ Company (If Applicable) _____
Address _____
Phone _____ Fax _____ Email _____
Applicant's Signature _____

Description of Request (attach additional sheets as needed)

General Description: NEW CAR SALES & SERVICE

Rationale

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

ATTACHED SEPARATELY

Submittal Checklist

- | | |
|--|---|
| ☒ Rationale | ☒ Building elevations for new construction |
| ☒ Site plan 4 hard copies | ☒ Photographs of existing structures |
| ☒ Access and parking plan-4 hard copies; (may be shown on site plan) | ☒ Materials samples for Commission review |
| ☒ Landscape plan 4 hard copies | ☒ Legal Description in Word format |
| ☒ Floor plan 4 hard copies | ☒ Fees: \$250 (non-refundable)
\$2000 (refundable deposit) |
| ☒ Electronic copies of all materials | ☐ Other items as requested by staff |

Preferred Public Hearing Date: Monday, NOVEMBER 20th, 2023.

****Confirm schedule and available meeting dates with Planning Division staff****

Office Use Only

____ All Sections Complete

____ All Documents, incl. e-Copies

____ Fees Paid

Received By: _____

Date: _____

Revised: 7/22



city
of

CREVE COEUR

PLANNING DIVISION

File # _____

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

PLANNING AND ZONING COMMISSION APPLICATION FOR SUBDIVISION PLAT

Title of Project: Spirit Lexus

Location of Project: 10176 Corporate Square Drive & 1100 N. Lindbergh Blvd.
Locator # 16M210123 & 16M210301

Please attach a copy of a metes and bounds legal description of the area to be subdivided.

Applicant: Mike Leep Jr. Name Spirit LEX Re LLC Company (If Applicable) 5201 N. Grape Road Address Mishawaka, IN 46545 Address Telephone # 574-272-2009 Fax # 574-243-9262 Email: cpustelak@gurleyleep.com	Applicant's Representative (if applicable): George Stock Name Stock & Associates Consulting Engineers, Inc. Company (If Applicable) 257 Chesterfield Business Pkwy Address Chesterfield, MO 63005 Address Telephone # 636-530-9100 Fax # 636-530-9130 Email: george.stock@stockassoc.com
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APPLICANT:

Architect _____ Engineer x _____ Surveyor _____ Agent _____ Owner _____

The undersigned hereby requests to be placed on the Agenda for the Planning and Zoning Commission meeting at 6:30 P.M. on Monday, NOVEMBER 20th, 2023.

SUBMITTAL CHECKLIST

- x P&Z Agenda Application
- x Fees Paid
- x Draft Preliminary Plat
- x Landscape Plan
- x Tree Preservation Plan
- x Digital copy of all documents

Signature [Signature]

Title Manager

Date 10/16/2023

STOCK & ASSOCIATES CONSULTING ENGINEERS, INC. 257 Chesterfield Business Parkway
St. Louis, MO 63105 PH: (636) 530-9300 FAX: (636) 530-9300
e-mail: general@stockassoc.com Web: www.stockassoc.com

PREPARED FOR:
SPIRIT LEX RE LLC
5201 N. GRAPE ROAD
MISHAWAKA, IN 46545
ATTN: MR. CHRIS PUSTELAK
VICE PRESIDENT OF OPERATIONS

Containing 349,971 square feet or 8.034 acres, more or less

PROPOSED RIGHT-OF-WAY DEDICATION

A tract of land being part of Lot 21 of "Corporate Square Plat No. 3", a subdivision in the Southwest Quarter of the Southeast Quarter of Section 36, Township 46 North, Range 5 East, and the Northeast Quarter of Section 1, Township 45 North, Range 5 East, according to the plat thereof recorded in Plat Book 188, Pages 88 of the St. Louis County Records, in the City Of Creve Coeur, St. Louis County, Missouri, being more particularly described as follows:

Commencing at a found Concrete monument located on the east right-of-way line of Lindbergh Boulevard, 100 feet wide, said point also being located on the south right-of-way line of Corporate Square Drive, variable width; thence along said south right-of-way line the following courses and distances: South 89 degrees 14 minutes 52 seconds East, 29.79 feet to a found Concrete Monument; North 00 degrees 45 minutes 08 seconds East, 30.00 feet to a found Concrete Monument; and South 89 degrees 14 minutes 52 seconds East, 400.00 feet to the POINT OF BEGINNING of the herein described tract of land; thence continuing along said right-of-line the following courses and distances: North 00 degrees 45 minutes 08 seconds East, 10.00 feet; South 89 degrees 14 minutes 52 seconds East, 89.75 feet to a point of curvature to the right having a radius of 300.00 feet and an arc length of 55.31 feet to the eastern line of above said Lot 23; thence along said eastern line, South 00 degrees 45 minutes 09 seconds West, 4.92 feet; thence departing said eastern line, North 89 degrees 14 minutes 52 seconds West, a distance of 144.75 feet to the POINT OF BEGINNING.

Containing 1,355 square feet or 0.031 acres, more or less.

PROPERTY DESCRIPTION

A tract of land being Lot 21 of "Corporate Square Plat No. 3", a subdivision in the Southwest Quarter of the Southeast Quarter of Section 36, Township 46 North, Range 5 East, and the Northeast Quarter of Section 1, Township 45 North, Range 5 East, according to the plat thereof recorded in Plat Book 188, Pages 88 thru 90 of the St. Louis County Records, in the City Of Creve Coeur, Missouri and being further described as follows: beginning at a point on the east line of Lindbergh Boulevard, 100 feet wide; said point being South 0 Degrees 34 Minutes 00 Seconds West, 411.00 feet along said east line from its intersection with the south line of Lindbergh-Warson Industrial Center Addition No. 2, according to the plat thereof recorded in Plat Book 119, Pages 32 and 33 of the St. Louis County Records; thence leaving said east line South 89 Degrees 15 Minutes 00 Seconds East, 29.79 feet to a point; thence North 0 Degrees 45 Minutes 00 Seconds East 30.00 feet to a point; thence South 89 Degrees 15 Minutes 00 Seconds East 400.00 feet to a point; thence North 0 Degrees 45 Minutes 00 Seconds East 10.00 feet to a point; thence South 89 Degrees 15 Minutes 00 Seconds East, 89.75 feet to a point; thence along a curve to the right having a radius of 300.00 feet an arc distance of 55.31 FEET (chord of South 83 Degrees 58 Minutes 06 Seconds East, 55.23 feet); thence South 0 Degrees 45 Minutes 00 Seconds West 361.80 feet to a point; thence North 89 Degrees 15 Minutes 00 Seconds West, 577.24 feet to a point on said east line of Lindbergh Boulevard; thence along said east line along a curve to the left having a radius of 1,960.08 FEET an arc distance of 121.18 feet (chord of North 2 Degrees 20 Minutes 16 Seconds East, 121.16 feet) to the point of tangent; thence North 0 Degrees 34 Minutes 00 Seconds East, 205.77 feet to the point of beginning, according to the survey by the Clayton Engineering Company August, 1997.

PROPERTY DESCRIPTION

Lot 23 of Corporate Square Plat No. 3, according to the plat thereof recorded in Plat Book 188 Page 88 through 90 of the St. Louis County, Missouri, Records

ADJUSTED LOT 23

A tract of land being Lots 21 and 23 of "Corporate Square Plat No. 3", a subdivision in the Southwest Quarter of the Southeast Quarter of Section 36, Township 46 North, Range 5 East, and the Northeast Quarter of Section 1, Township 45 North, Range 5 East, according to the plat thereof recorded in Plat Book 188, Pages 88 of the St. Louis County Records, in the City Of Creve Coeur, St. Louis County, Missouri, being more particularly described as follows:

Beginning at a found Concrete monument located on the east right-of-way line of Lindbergh Boulevard, 100 feet wide, said point also being located on the south right-of-way line of Corporate Square Drive, variable width; thence along said south right-of-way line the following courses and distances: South 89 degrees 14 minutes 52 seconds East, 29.79 feet to a found Concrete Monument; North 00 degrees 45 minutes 08 seconds East, 30.00 feet to a found Concrete Monument; and South 89 degrees 14 minutes 52 seconds East, 400.00 feet; thence leaving said right-of-way line, continuing South 89 degrees 14 minutes 52 seconds East, 144.75 feet to its intersection with the east line of above said Lot 21; thence along said east line, South 00 degrees 45 minutes 08 seconds West, 356.88 feet to the southeastern corner of said Lot 21; thence along the south line of Lot 21, North 89 degrees 14 minutes 52 seconds West, 268.19 feet to the northeastern corner of Lot 23; thence along the eastern lines of said Lot 23 the following courses and distances: South 00 degrees 45 minutes 00 seconds West, 192.64 feet; South 89 degrees 15 minutes 00 seconds East, 75.55 feet and South 00 degrees 46 minutes 58 seconds West, 300.07 feet to a found iron pipe located on to the north right-of-line of Woodfield Lane, said point also being located on a curve to the left having a radius of 49.00 feet; then along said right-of-way line with an arc length of 99.92 feet and a chord which bears South 32 degrees 25 minutes 21 seconds West, 83.48 feet to its intersection with the south line of above said Lot 23; thence along said south line, South 63 degrees 57 minutes 18 seconds West, 38.63 feet to the southeast corner of Lot 25 of above said Corporate Square Plat No. 3; thence along the east line of said Lot 25, North 00 degrees 48 minutes 30 seconds East, 219.00 feet to the northeast corner of thereof; thence along the common line between Lots 23 and 25, North 89 degrees 11 minutes 30 seconds West, 362.32 feet to a concrete monument located on the eastern right-of-way line of above said Lindbergh Boulevard, said point also being located on a non-tangential curve to the left having a radius of 1,960.08 feet; thence along said right-of-way line and curve an arc length of 515.87 feet and a chord which bears North 07 degrees 21 minutes 58 seconds East, 514.38 feet and North 00 degrees 34 minutes 08 seconds East, 177.75 feet to the POINT OF BEGINNING.

SITE DATA:

ZONING CLASSIFICATION: GC (GENERAL COMMERCIAL DISTRICT)

DEVELOPMENT AREA

8.065 Acres (351,311 Sq. Ft.)

BUILDING USE

NEW CAR DEALERSHIP

F.A.R. (FLOOR AREA RATIO):

53,134 Sq. Ft.
351,311 Sq. Ft. = 0.15 FAR

(MAXIMUM ALLOWED BY ZONING = 0.40)

SITE COVERAGE:

69.6% [5.61 Ac. - BASED ON 8.065 Ac]

(MAXIMUM SITE COVERAGE = 63%)

(MAXIMUM SITE COVERAGE = 70% w/ BONUSES)

SERVICE BAYS (405.470.A.11)

ALLOWED = 1 BAY/5,000 Sq. Ft. OF LAND AREA
= (8.034 Ac. * 43,560 Sq. Ft.)/5,000 Sq. Ft. = 69 BAYS

PROPOSED = 40 BAYS < 69 BAYS [OK]

SITE BONUSES:

- EXTENSIVE VEGATED (GREEN ROOF)
- CREATION OF 'LOW PROFILE' PRAIRIE ALONG LINDBERGH BOULEVARD & SOUTH PROPERTY BOUNDARY
- RENOVATION & ENHANCEMENT OF CORPORATE SQUARE DRIVE LANDSCAPE MEDIAN

PARKING REQUIREMENTS:

1 SPACE/250 Sq. Ft. OF SHOWROOM FLOOR AREA
= (3,262 Sq. Ft.)/250 Sq. Ft. = 13 SPACES

3 SPACES/SERVICE BAY
= (40 SERVICE BAYS)/(3) = 120 SPACES

1 SPACE/1,250 Sq. Ft. OF TOTAL AGGREGATE BUILDING AREA
= (53,134 Sq. Ft.)/1,250 Sq. Ft. = 43 SPACES

TOTAL PARKING REQUIRED = 176 SPACES

ACCESSIBLE PARKING REQUIREMENTS (CALCULATED FROM REQUIRED PARKING):

6 SPACES; 2 OF WHICH SHALL BE LIFT VAN ACCESSIBLE

PARKING PROVIDED:

487 SPACES

ACCESSIBLE PARKING PROVIDED:

6 SPACES (2 OF WHICH ARE LIFT VAN ACCESSIBLE)

LOADING SPACE REQUIREMENTS:

1 LOADING SPACE (12'w X 35')

LOADING SPACE PROVIDED = 1 SPACES

SITE LIGHTING:

SEE SITE LIGHTING & PHOTOMETRIC PLAN

24' MAX HEIGHT

FIXTURES TO BE DOWNCAST, CUTOFF AT
73° FROM VERTICAL AND FULLY SHIELDED

BUILDING HEIGHT:

MAX ALLOWABLE BUILDING HEIGHT = 45.0'

PROPOSED BUILDING HEIGHT = 30.0'

SITE LANDSCAPING:

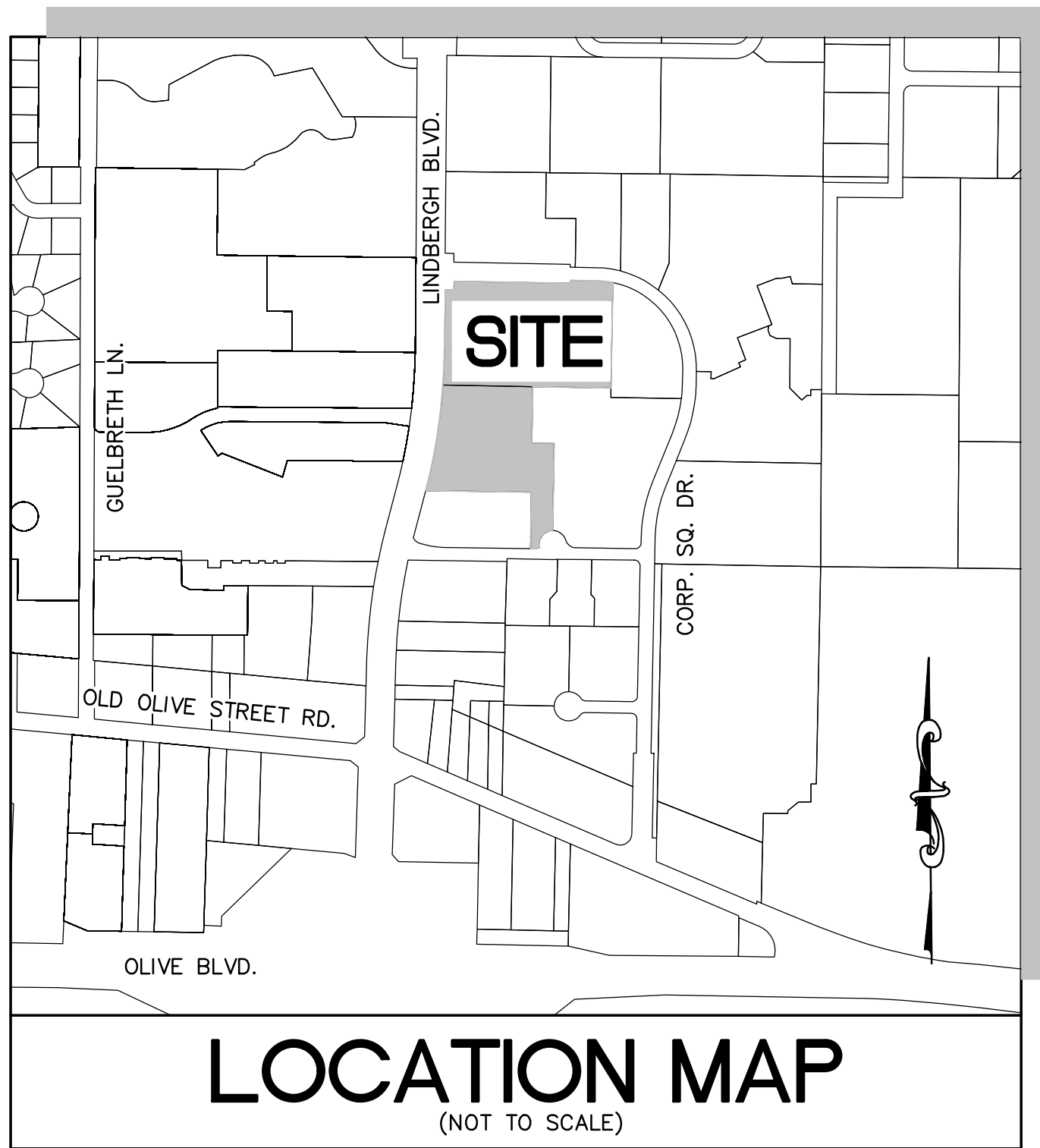
SEE LANDSCAPE PLAN

STORMWATER DETENTION, CHANNEL PROTECTION & WATER QUALITY:

STORMWATER MANAGEMENT PER M.S.D. & CITY REGULATIONS

SITE DEVELOPMENT PLAN SPIRIT LEXUS

A TRACT OF LAND BEING LOT 21 AND 23 OF CORPORATE SQUARE PLAT NO. 3
AS RECORDED IN PLAT BOOK 188, PAGES 88-90 AND BEING
LOCATED IN S.W. 1/4 OF THE S.E. 1/4 OF SECTION 36,
TOWNSHIP 46 NORTH, RANGE 5 EAST OF THE 5TH PRINCIPAL MERIDIAN
CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI



PERTINENT DATA:

SITE ACREAGE = 8.065 Ac.
10176 CORPORATE SQUARE DR. = 4.717 Ac.
1100 LINDBERGH BLVD. = 3.348 Ac.
RW DEDICATION = 0.031 Ac.
PROJECT AREA = 8.034 Ac.

OWNER UNDER = SPIRIT LEX RE LLC
LOCATOR No. = 16M210123, 16M210301
ZONING = 'GC' GENERAL COMMERCIAL
FIRE DISTRICT = CREVE COEUR FIRE DISTRICT
SCHOOL DISTRICT = PATTONVILLE
SEWER DISTRICT = METROPOLITAN SEWER DISTRICT
WATER SERVICE = MISSOURI-AMERICAN WATER CO
GAS SERVICE = SPIRE
ELECTRIC SERVICE = AMEREN UE ELECTRIC
PHONE SERVICE = AT&T
ZIP CODE = 63132

GENERAL NOTES:

1) Subject property is Zoned "GC" General Commercial District

Minimum front yard. No building or structure shall be located closer than ten (10) feet from a public right-of-way. In the event that parking is to be located in front of a building or structure, said building or structure shall be set back a minimum of fifty (50) feet from the right-of-way. The provisions of Section 405.240 shall prevail where applicable on major streets and highways. In every instance, the first ten (10) feet of the front yard setback from the right-of-way shall be provided with and maintained with sidewalks, unless improved sidewalks exist in the abutting public right-of-way, and with landscaping including, but not limited to, deciduous street trees at regular intervals.

Minimum side yard. Twelve (12) feet.

Minimum rear yard. Twenty (20) feet.

Maximum structure height. No building or structure shall exceed three (3) stories or forty-five (45) feet.

Provisions of Section 405.240

Setback Requirements On Certain Streets And Rights-Of-Way.

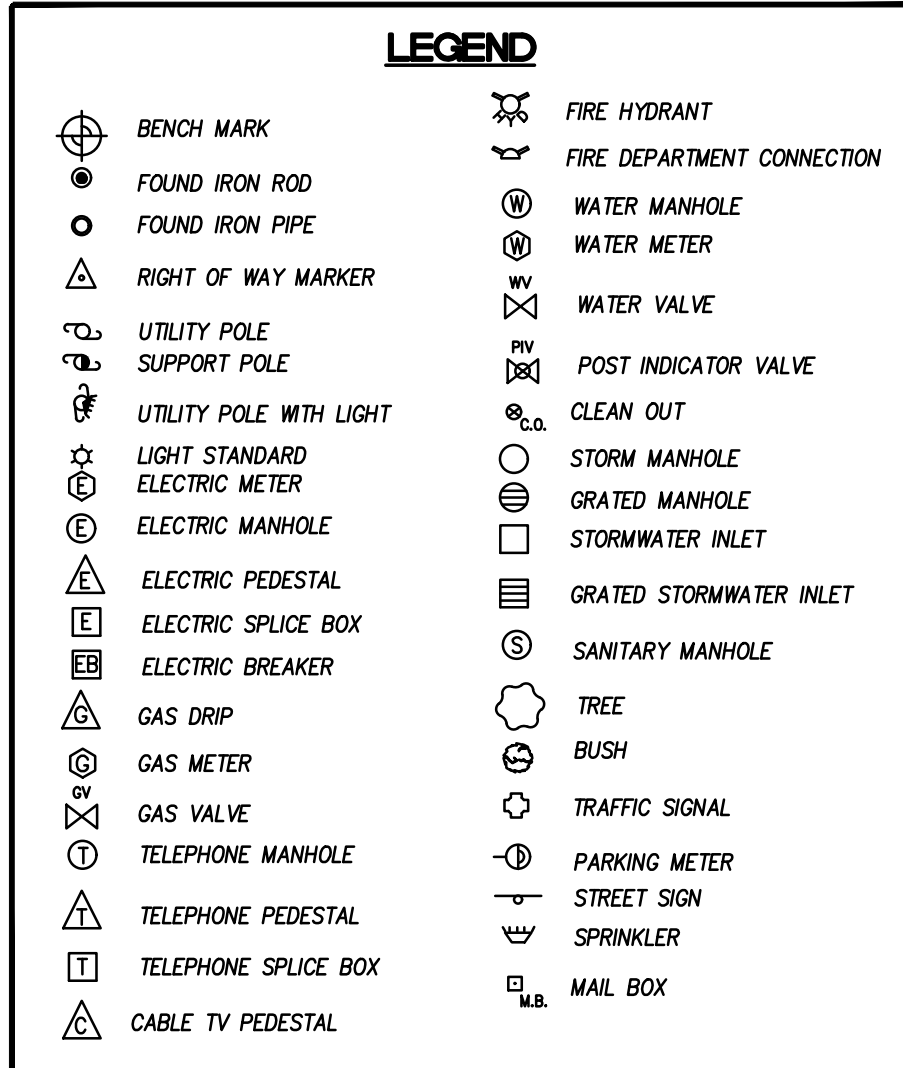
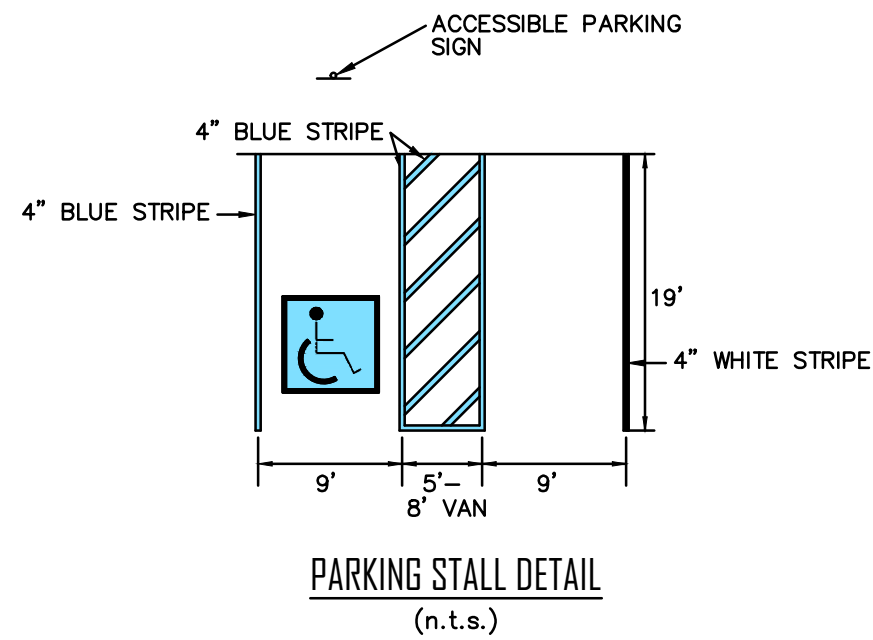
No building or structure shall be located further from a major street or highway in the City of Creve Coeur than provided for by the standards specified below:

Arterial street or highway (Baltas Road, Lindbergh Boulevard and Olive Boulevard): Forty (40) feet setback from the centerline of said arterial street or highway plus the permitted setback distance established in the zoning district. The Planning and Zoning Commission may increase the distance measured from the centerline of an arterial street or highway to ensure a consistent right-of-way along such a thoroughfare or if a road expansion is projected in an adopted land use plan.

2) Subject property lies within Flood Zone X (Area of minimal flood hazard) according to the National Flood Insurance Rate Map Number 29189C019201 with an effective date of 02/04/2015.

3) Utilities shown hereon are shown from record and/or survey information. Any location, size and type information should be considered as approximate only. It is the Contractors responsibility to call Dig-Rite to verify utility locations.

4) The subject property(ies) described in the above commitment are contiguous to each other and the adjoining properties, without any gaps, gores or overlaps.

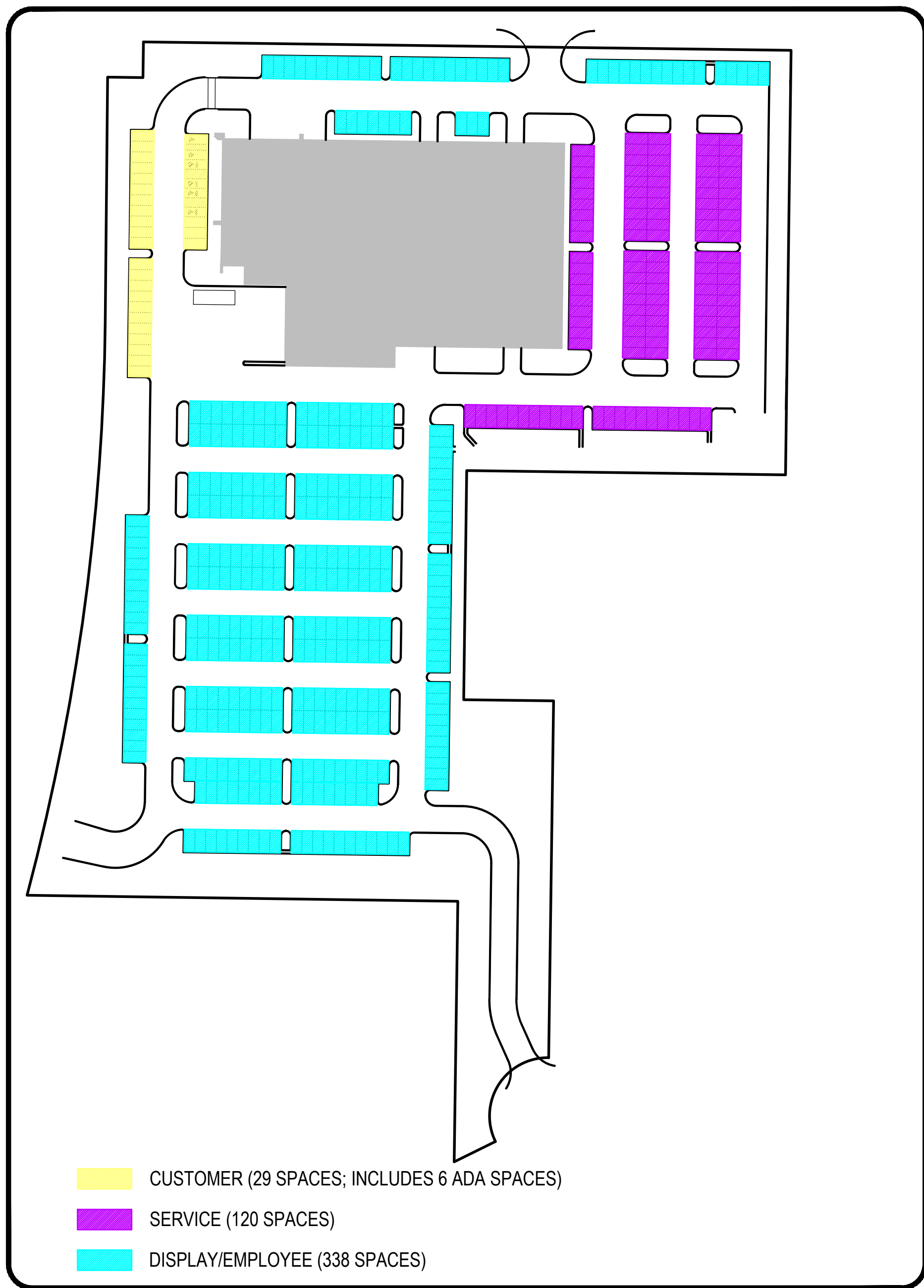


ABBREVIATIONS

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

SHEET INDEX

C1.0 TITLE SHEET
C2.0 EXISTING CONDITIONS PLAN
C3.0 SITE DEVELOPMENT PLAN
C4.0 SITE SECTIONS
L1.0 TREE CENSUS
CL1.0 CONCEPT LANDSCAPE PLAN
E603 SITE LIGHTING PHOTOMETRY
E604 SITE LIGHTING DETAILS
A1-1 1st FLOOR PLAN
A1-2 2nd FLOOR PLAN
A4-1 ELEVATIONS
A3-1 ROOF PLAN
A1-13 DUMPSTER ENCLOSURE PLAN
ARCHITECTURAL RENDERING



PARKING PLAN

ST. LOUIS COUNTY BENCHMARK

BENCHMARK # 2020 N141088 Elev = 458.47
"Standard Table" stamped 15-74 S.L.C. on northeast
abutment of bridge #215, at 185' north of centerline of
drive at #1678 Creve Coeur Mill Road.

SITE BENCHMARK

ELEV=687.88

FND. IRON ROD AT THE S.E. CORNER OF LOT 21

DISCLAIMER:
STOCK AND ASSOCIATES CONSULTING ENGINEERS, INC. AND THE UNDERSIGNED ENGINEER HAVE NO RESPONSIBILITY FOR SERVICES PROVIDED BY OTHERS TO IMPLEMENT THE IMPROVEMENTS SHOWN ON THIS PLAN AND ALL OTHER DRAWINGS WHERE THE UNDERSIGNED ENGINEER'S SEAL APPEARS. THE CONSTRUCTION MEANS AND METHODS ARE THE SOLE RESPONSIBILITY OF THE OWNER AND CONTRACTOR. STOCK AND ASSOCIATES CONSULTING ENGINEERS, INC. HAS NO RESPONSIBILITY TO VERIFY FINAL IMPROVEMENTS AS SHOWN ON THIS PLAN UNLESS SPECIFICALLY ENGAGED AND AUTHORIZED TO DO SO BY THE OWNER OR CONTRACTOR.

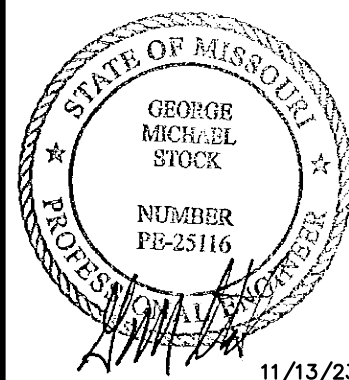
PREPARED BY:

STOCK & ASSOCIATES
Consulting Engineers, Inc.

SITE DEVELOPMENT PLAN FOR:

SPIRIT LEXUS

10176 CORPORATE SQUARE DRIVE & 1100 N. LINDBERGH
CREVE COEUR, MO



11/23/23

GEORGE M. STOCK E-25116
MICH. J.L. STOCK
NUMBER FID-25116

CERTIFICATE OF AUTHORITY
NUMBER: 000996

REVISIONS:

1. REVISED PER CITY
COMMENTS 11/13/23

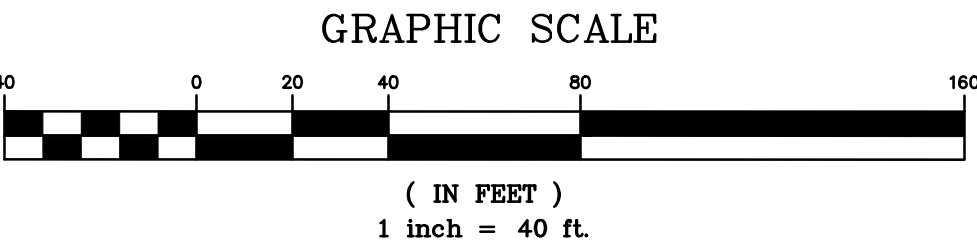
DRAWN BY: J.E.B. CHECKED BY: G.M.S.
DATE: 10/19/23 JOB NO.: 223-7439.1
K.S.L. BASE MAP:
230NCPB-00076 16M
S.L.C. HAT # HAT S.U.P. #
N/A N/A
M.D.N.R. #
MO-XXXXXXX

SHEET TITLE

TITLE SHEET

SHEET NO.:

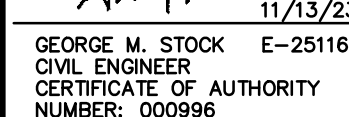
C1.0



STOCK & ASSOCIATES
Consulting Engineers, Inc.
257 Chesterfield Business Parkway
St. Louis, MO 63105 PH. (636)
530-9100 FAX (636) 530-9130
e-mail: general@stockassoc.com
Web: www.stockassoc.com

SPIRIT LEXUS

10176 CORPORATE SQUARE DRIVE & 1100 N. LINDBERGH
CREVE COEUR, MO



1.	REVISED PER CITY COMMENTS 11/13/23
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2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024 2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054 2055 2056 2057 2058 2059 2060 2061 2062 2063 2064 2065 2066 2067 2068 2069 2070 2071 2072 2073 2074 2075 2076 2077 2078 2079 2080 2081 2082 2083 2084 2085 2086 2087 2088 2089 2090 2091 2092 2093 2094 2095 2096 2097 2098 2099 2100 2101 2102 2103 2104 2105 2106 2107 2108 2109 2110 2111 2112 2113 2114 2115 2116 2117 2118 2119 2120 2121 2122 2123 2124 2125 2126 2127 2128 2129 2130 2131 2132 2133 2134 2135 2136 2137 2138 2139 2140 2141 2142 2143 2144 2145 2146 2147 2148 2149 2150 2151 2152 2153 2154 2155 2156 2157 2158 2159 2160 2161 2162 2163 2164 2165 2166 2167 2168 2169 2170 2171 2172 2173 2174 2175 2176 2177 2178 2179 2180 2181 2182 2183 2184 2185 2186 2187 2188 2189 2190 2191 2192 2193 2194 2195 2196 2197 2198 2199 2200 2201 2202 2203 2204 2205 2206 2207 2208 2209 2210 2211 2212 2213 2214 2215 2216 2217 2218 2219 2220 2221 2222 2223 2224 2225 2226 2227 2228 2229 2230 2231 2232 2233 2234 2235 2236 2237 2238 2239 2240 2241 2242 2243 2244 2245 2246 2247 2248 2249 2250 2251 2252 2253 2254 2255 2256 2257 2258 2259 2260 2261 2262 2263 2264 2265 2266 2267 2268 2269 2270 2271 2272 2273 2274 2275 2276 2277 2278 2279 2280 2281 2282 2283 2284 2285 2286 2287 2288 2289 2290 2291 2292 2293 2294 2295 2296 2297 2298 2299 2300 2301 2302 2303 2304 2305 2306 2307 2308 2309 2310 2311 2312 2313 2314 2315 2316 2317 2318 2319 2320 2321 2322 2323 2324 2325 2326 2327 2328 2329 2330 2331 2332 2333 2334 2335 2336 2337 2338 2339 2340 2341 2342 2343 2344 2345 2346 2347 2348 2349 2350 2351 2352 2353 2354 2355 2356 2357 2358 2359 2360 2361 2362 2363 2364 2365 2366 2367 2368 2369 2370 2371 2372 2373 2374 2375 2376 2377 2378 2379 2380 2381 2382 2383 2384 2385 2386 2387 2388 2389 2390 2391 2392 2393 2394 2395 2396 2397 2398 2399 2400 2401 2402 2403 2404 2405 2406 2407 2408 2409 2410 2411 2412 2413 2414 2415 2416 2417 2418 2419 2420 2421 2422 2423 2424 2425 2426 2427 2428 2429 2430 2431 2432 2433 2434 2435 2436 2437 2438 2439 2440 2441 2442 2443 2444 2445 2446 2447 2448 2449 2450 2451 2452 2453 2454 2455 2456 2457 2458 2459 2460 2461 2462 2463 2464 2465 2466 2467 2468 2469 2470 2471 2472 2473 2474 2475 2476 2477 2478 2479 2480 2481 2482 2483 2484 2485 2486 2487 2488 2489 2490 2491 2492 2493 2494 2495 2496 2497 2498 2499 2500 2501 2502 2503 2504 2505 2506 2507 2508 2509 2510 2511 2512 2513 2514 2515 2516 2517 2518 2519 2520 2521 2522 2523 2524 2525 2526 2527 2528 2529 2530 2531 2532 2533 2534 2535 2536 2537 2538 2539 2540 2541 2542 2543 2544 2545 2546 2547 2548 2549 2550 2551 2552 2553 2554 2555 2556 2557 2558 2559 2560 2561 2562 2563 2564 2565 2566 2567 2568 2569 2570 2571 2572 2573 2574 2575 2576 2577 2578 2579 2580 2581 2582 2583 2584 2585 2586 2587 2588 2589 2590 2591 2592 2593 2594 2595 2596 2597 2598 2599 2600 2601 2602 2603 2604 2605 2606 2607 2608 2609 2610 2611 2612 2613 2614 2615 2616 2617 2618 2619 2620 2621 2622 2623 2624 2625 2626 2627 2628 2629 2630 2631 2632 2633 2634 2635 2636 2637 2638 2639 2640 2641 2642 2643 2644 2645 2646 2647 2648 2649 2650 2651 2652 2653 2654 2655 2656 2657 2658 2659 2660 2661 2662 2663 2664 2665 2666 2667 2668 2669 2670 2671 2672 2673 2674 2675 2676 2677 2678 2679 2680 2681 2682 2683 2684 2685 2686 2687 2688 2689 2690 2691 2692 2693 2694 2695 2696 2697 2698 2699 2700 2701 2702 2703 2704 2705 2706 2707 2708 2709 2710 2711 2712 2713 2714 2715 2716 2717 2718 2719 2720 2721 2722 2723 2724 2725 2726 2727 2728 2729 2730 2731 2732 2733 2734 2735 2736 2737 2738 2739 2740 2741 2742 2743 2744 2745 2746 2747 2748 2749 2750 2751 2752 2753 2754 2755 2756 2757 2758 2759 2760 2761 2762 2763 2764 2765 2766 2767 2768 2769 2770 2771 2772 2773 2774 2775 2776 2777 2778 2779 2780 2781 2782 2783 2784 2785 2786 2787 2788 2789 2790 2791 2792 2793 2794 2795 2796 2797 2798 2799 2800 2801 2802 2803 2804 2805 2806 2807 2808 2809 2810 2811 2812	

DRAWN BY: J.E.B.	CHECKED BY: G.M.S.
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DATE: 10/19/23	JOB NO: 223-7439
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M.S.D.:	BASE MAP #:
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23CNCPB=00076	16M
S.L.C. H&T #	H&T S.U.P. #

N/A	N/A
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MO-XXXXXXXX

SHEET TITLE:

EXISTING

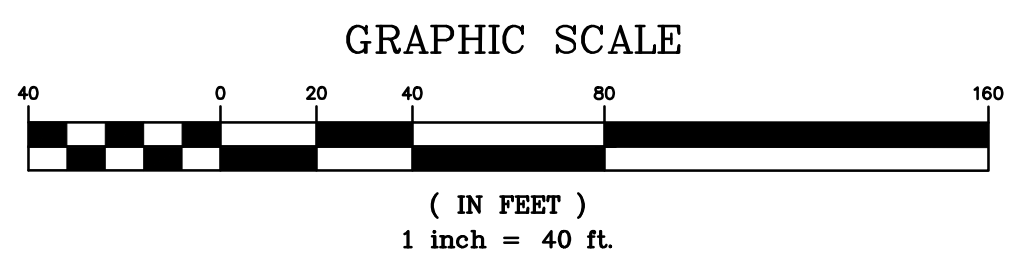
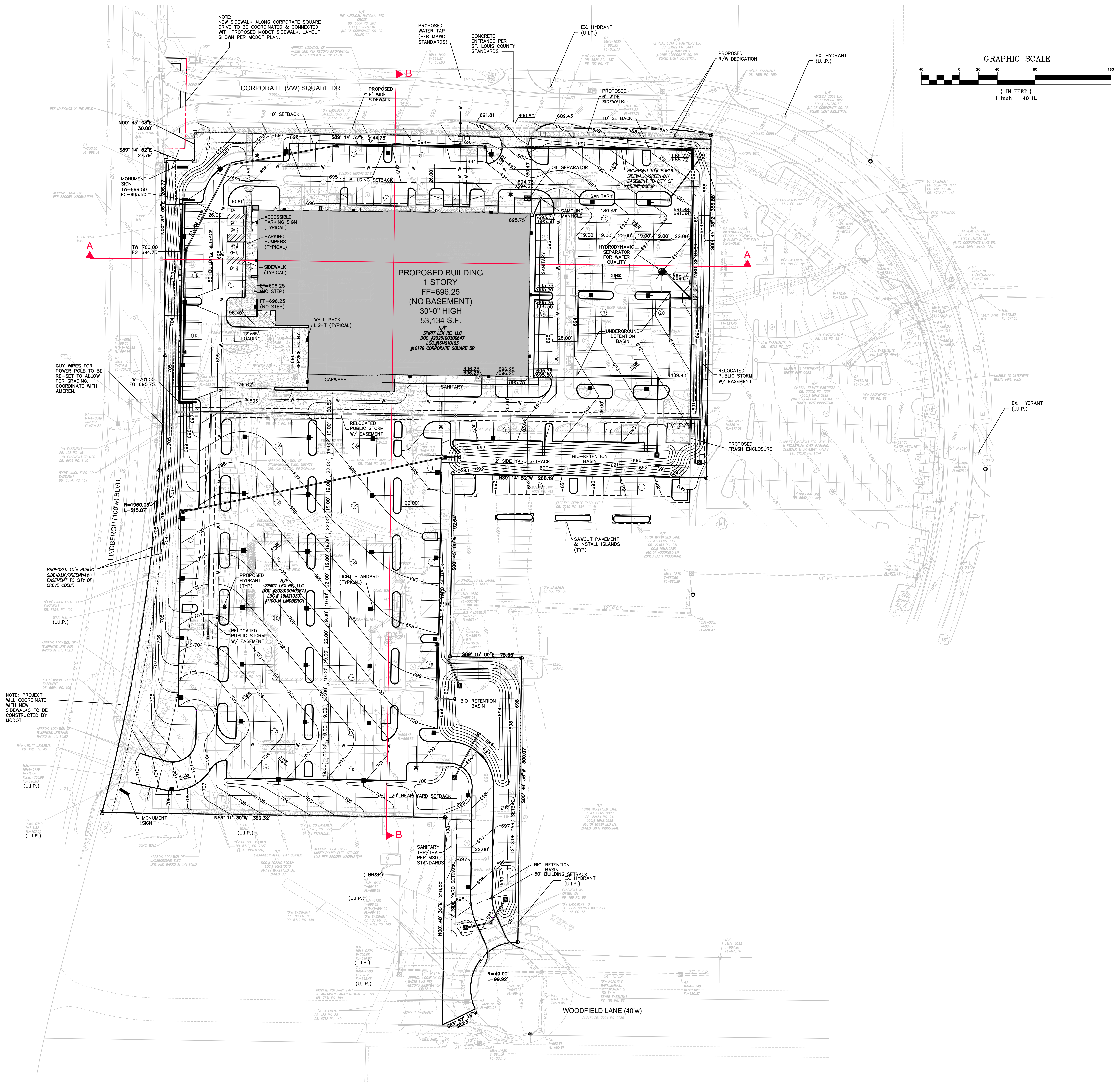
CONDITIONS PLAN

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SHEET NO.: C30

C2.0

D 886



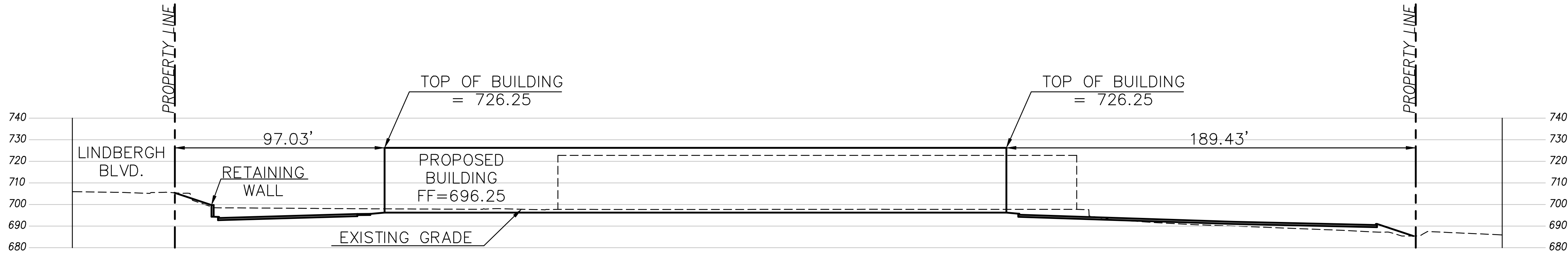
PREPARED BY:
STOCK & ASSOCIATES
Consulting Engineers, Inc.
257 Chesterfield Business Parkway
St. Louis, MO 63105 PH: (636) 530-9300
FAX: (636) 530-9301
e-mail: general@stockassoc.com
Web: www.stockassoc.com

SITE DEVELOPMENT PLAN FOR:
SPIRIT LEXUS
10176 CORPORATE SQUARE DRIVE & 1100 N. LINDBERGH
CREVE COEUR, MO

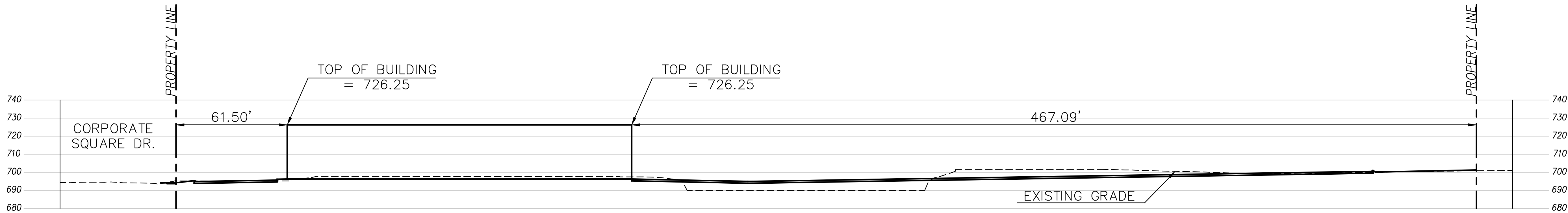
STATE OF MISSOURI
GEORGE M. STOCK, JR.
CIVIL ENGINEER
NUMBER: FIB-25116
11/13/23

REVISIONS:	
1. REVISED PER CITY COMMENTS 11/13/23	
DRAWN BY: J.E.B.	CHECKED BY: G.M.S.
DATE: 10/19/23	JOB NO: 223-7439.1
M.S.D. BASE MAP: 230NCPB-00076	16M
S.L.C. HAT # N/A	HAT S.U.P. # N/A
M.D.N.R. # MO-XXXXXXX	
SHEET TITLE:	
SITE DEVELOPMENT PLAN	
SHEET NO: C3.0	

STOCK & ASSOCIATES, INC. 257 CHESTERFIELD BUSINESS PARKWAY, ST. LOUIS, MO 63105 (636) 530-9300 FAX (636) 530-9301



SECTION A-A
HORIZONTAL SCALE: 1" = 30'
VERTICAL SCALE: 1" = 30'



SECTION B-B
HORIZONTAL SCALE: 1" = 30'
VERTICAL SCALE: 1" = 30'

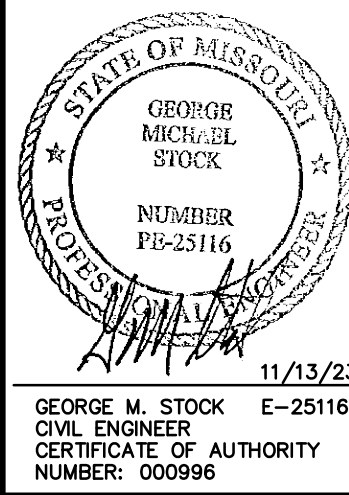
PREPARED BY:

STOCK & ASSOCIATES
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257 Chesterfield Business Parkway
St. Louis, MO 63005 PH: (636) 530-9300
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SITE DEVELOPMENT PLAN FOR:

SPIRIT LEXUS

10176 CORPORATE SQUARE DRIVE & 1100 N. LINDBERGH
CREVE COEUR, MO

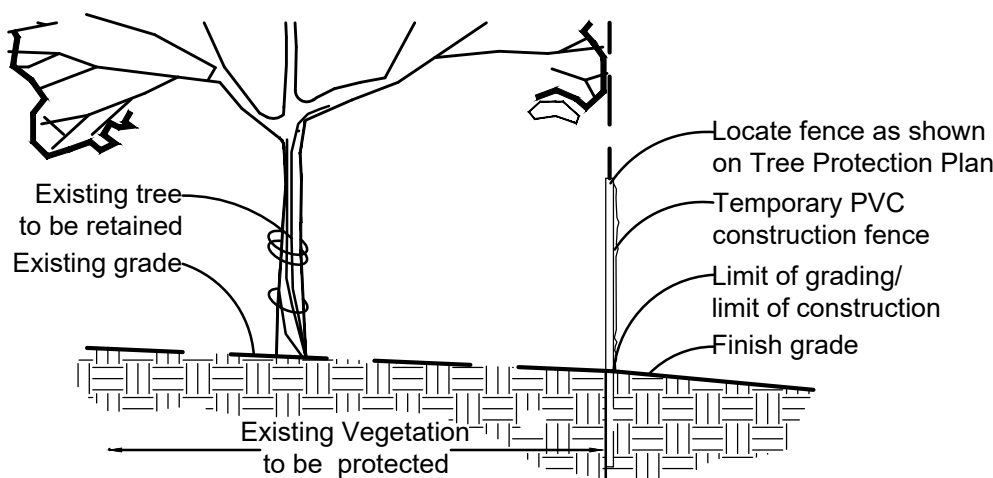
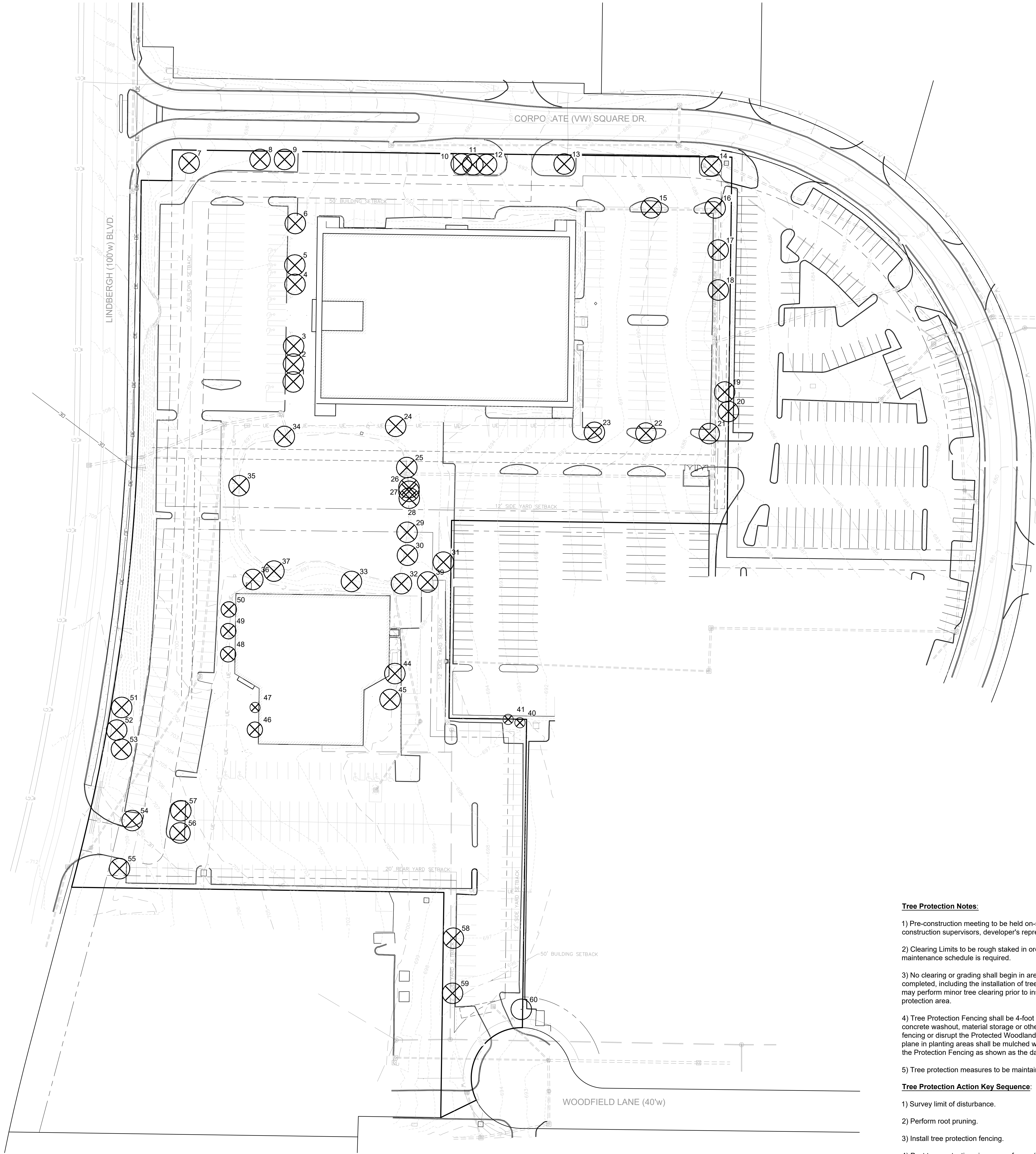


REVISIONS:
1. REVISED PER CITY COMMENTS 11/13/23

DRAWN BY: J.E.B.	CHECKED BY: G.M.S.
DATE: 10/19/23	JOB NO: 223-7439.1
K.S.D. 230NCPB-00076	BASE MAP: 16M
S.L.C. HAT # N/A	HAT SUP. # N/A
M.D.N.R. # MO-XXXXXXX	

SITE SECTIONS

SHEET NO.:
C4.0



Tree Protection Detail

Tree Inventory						
ID	Tree Name	DBH	Condition Rating	Comment	To Be Removed	Preserved
1	Bradford Pear	10	1		X	
2	Bradford Pear	9	1		X	
3	Bradford Pear	13	2		X	
4	Bradford Pear	12	3		X	
5	Bradford Pear	14	3		X	
6	Bradford Pear	24	3		X	
7	White Pine	20	1		X	
8	Pin Oak	20	2		X	
9	Pin Oak	19	2		X	
10	Maple	4	1	Twin	X	
11	Maple	5	3		X	
12	Maple	5	3		X	
13	Pin Oak	18	2		X	
14	Pin Oak	22	1		X	
15	Sweetgum	16	1	Nearly Dead	X	
16	Sweetgum	15	3		X	
17	Sweetgum	14	3		X	
18	Sweetgum	16	2		X	
19	Austrian Pine	13	3		X	
20	Austrian Pine	16	2		X	
21	Sweetgum	18	4		X	
22	Sweetgum	12	1	Top Out	X	
23	Pin Oak	19	2		X	
24	River Birch	21	3	Triple	X	
25	Pin Oak	11	3		X	
26	Mulberry	15	2	Triple	X	
27	Red Cedar	8	3		X	
28	Ash	7	2		X	
29	River Birch	8	3		X	
30	Crabapple	23	2	Quad	X	
31	Austrian Pine	24	2		X	
32	Crabapple	22	1	Quad	X	
33	Austrian Pine	18	2		X	
34	River Birch	24	2		X	
35	Ash	4	2		X	
36	Mulberry	10	2		X	
37	Bald Cypress	28	4		X	
38	River Birch	24	4		X	
39	Austrian Pine	18	2		X	
40	Juniper	2	3	6h	X	
41	Juniper	2	3	6h	X	
43	Amur Maple	8	2	Clump	X	
44	Bald Cypress	20	3		X	
45	Goldenrain Tree	24	3		X	
46	Crabapple	4	3		X	
47	Crabapple	2	3		X	
48	Crabapple	8	3		X	
49	Crabapple	6	3		X	
50	Crabapple	6	3		X	
51	Maple	12	2		X	
52	Maple	15	2		X	
53	Maple	13	2		X	
54	Ash	23	1	1/2 dead	X	
55	Ash	22	1	1/2 dead	X	
56	Ginko	4	3		X	
57	Ginko	4	3		X	
58	White Pine	19	2		X	
59	DEAD	18	0		X	
60	Red Oak	20	3			X

Tree Condition Rating:	
Excellent	4
Good	3
Fair	2
Poor	1
Dead	0

Tree Protection Notes:

1) Pre-construction meeting to be held on-site to include a presentation of tree protection measures to operators, construction supervisors, developer's representative, and city zoning inspector.

2) Clearing Limits to be rough staked in order to facilitate location for installation of protection fencing. No early maintenance schedule is required.

3) No clearing or grading shall begin in areas where the treatment and preservation measures have not been completed, including the installation of tree protection fencing as shown on the plan. Where necessary, Contractor may perform minor tree clearing prior to installing silt fencing and tree protection fencing provided they maintain tree protection area.

4) Tree Protection Fencing shall be 4-foot high temporary plastic construction fence. No equipment traffic/parking, concrete washout, material storage or other such construction activity shall be permitted to penetrate the protection fencing or disrupt the Protected Woodland Area except for the removal of dead or invasive plant material. All ground plane in planting areas shall be mulched with hardwood bark mulch. Tree Protection Signage will be placed along the Protection Fencing as shown as the dashed line on the plan.

5) Tree protection measures to be maintained throughout construction sequence.

Tree Protection Action Key Sequence:

1) Survey limit of disturbance.

2) Perform root pruning.

3) Install tree protection fencing.

4) Post tree protection signage on fence (No signs will be posted on trees).

5) Maintain tree protection area as an off-limits zone.

Revisions:

Date	Description	No.
11/10/23	City Comments	1

Drawn: KP / RS
Checked: RS

LOOMIS ASSOCIATES
landscape architects + planners
780 spirit 40 park drive, chesterfield, missouri 63005
t. 636-519-8668
www.loomis-associates.com

Loomis Associates Inc.
Missouri State Certificate of Authority #: LAC #000119

Sheet Title:	Tree Census
Sheet No:	L1.0
Date:	10/13/23
Job #:	813.113

11/10/23

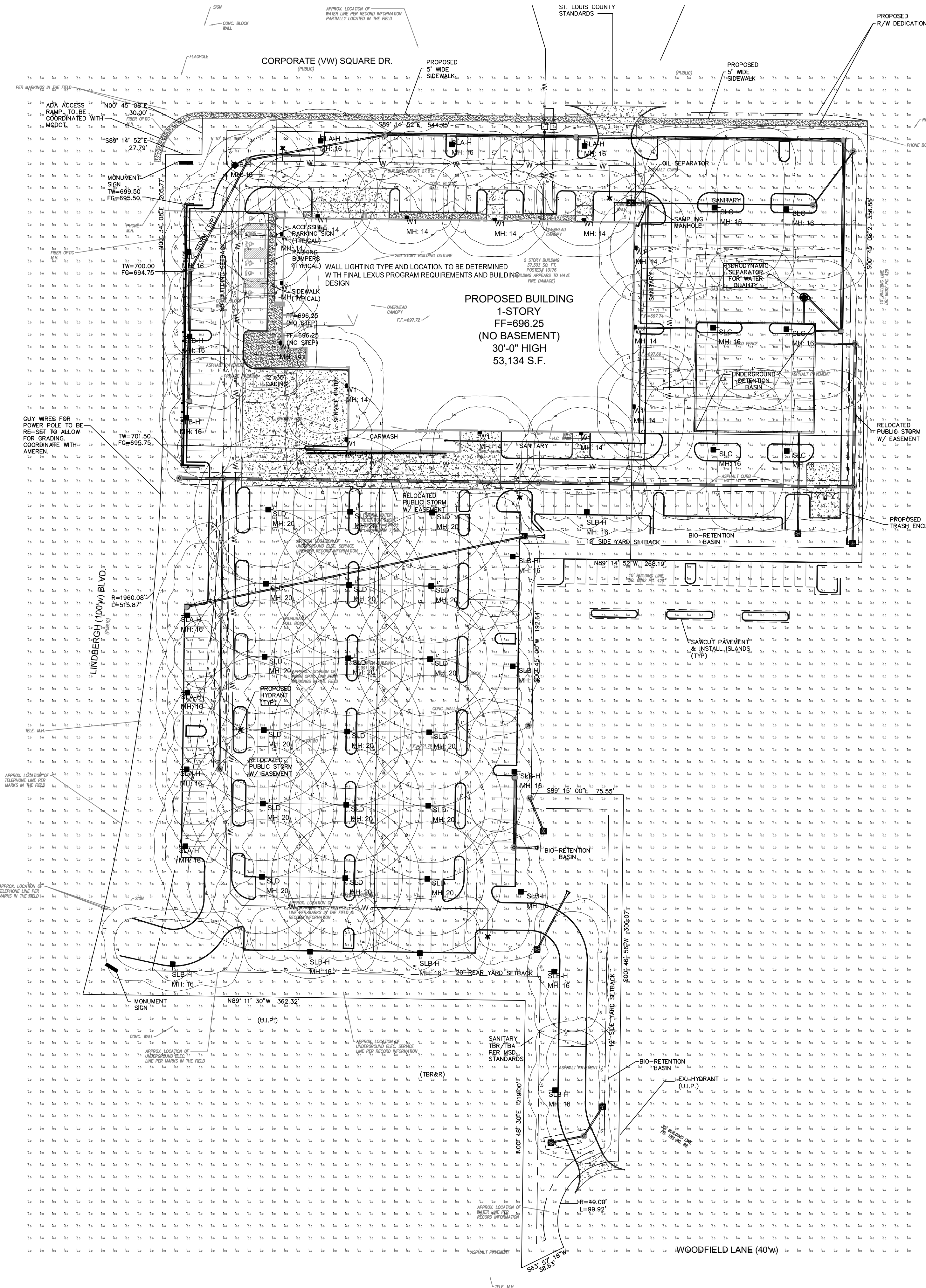
Jerald Saunders - Landscape Architect
MO License # LA-007

Consultants:

10176 Corporate Square Drive & 1100 North Lindbergh Boulevard
Creve Coeur, Missouri

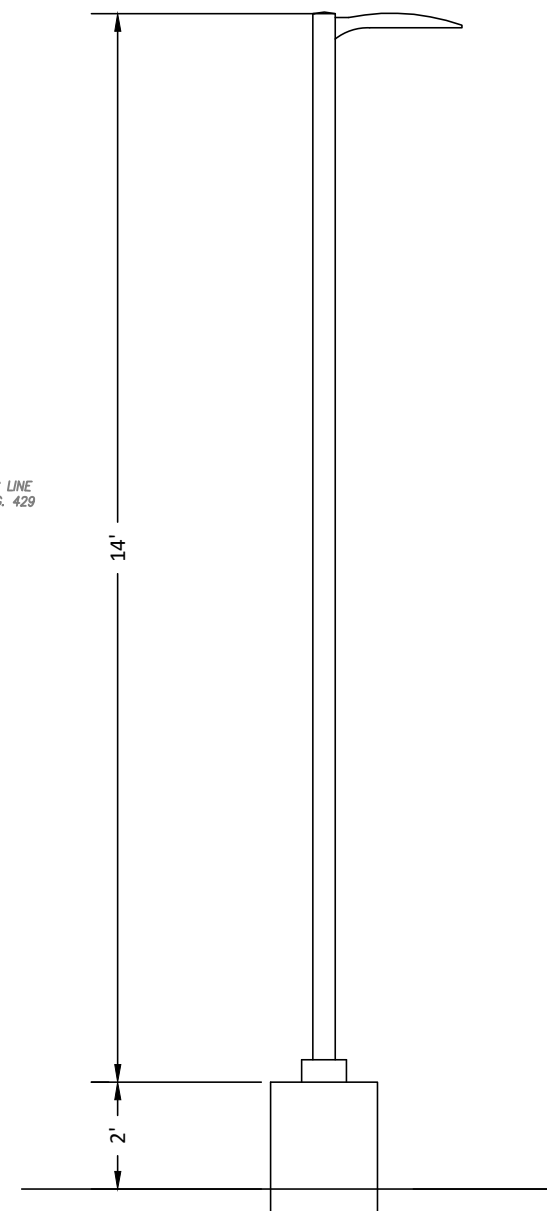
Spirit Lexus

10176 Corporate Square Drive & 1100 North Lindbergh Boulevard
Creve Coeur, Missouri



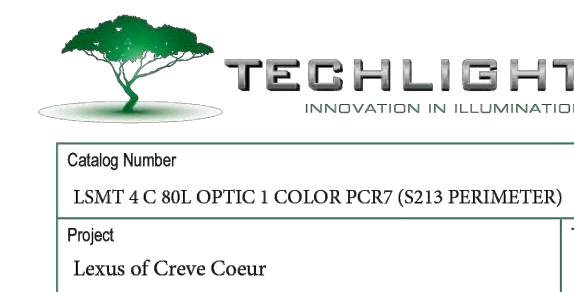
- SITE LIGHTING NOTES:**
1. LIGHT POLES ARE 14" TALL MOUNTED ON BASES 2' ABOVE GRADE. OVERALL MOUNTING HEIGHT OF POLE LIGHTS WILL BE 16' A.F.G.
 2. WALL MOUNTED LIGHTING IS 14" ABOVE FINISH FLOOR. FINAL LOCATIONS T.B.D.
 3. FOOTCANDLE VALUES ARE INITIAL (FULL OUTPUT) AND CALCULATED 3'-0" A.F.G.
 4. ALL LIGHT FIXTURES ARE FULL CUT-OFF WITH FORTYSEVEN AND ZERO LIGHT EMITTED ABOVE 90 DEGREES NADIR.
 5. ALL PERIMETER LIGHT FIXTURES HAVE INTERNAL LOUVERED GLARE SHIELDS.

- LIGHTING CONTROLS:**
- SEE SHEET E604
- A. EACH LIGHT FIXTURE IS EQUIPPED WITH A PROGRAMMABLE SENSOR.
 - B. MOTIONS SENSORS WILL BE LOCATED IN SEVERAL LOCATIONS AROUND THE SITE TO INCREASE LIGHT LEVELS IN GROUPS BASED ON CUSTOMER DEMAND.
 - C. LIGHT FIXTURE SENSORS WILL BE SET TO 25% DIMMED LEVEL DURING NORMAL HOURS AND INCREASE TO 100% POWER AFTER MOTION IS SENSED.
 - D. PHOTO SENSOR AND SCHEDULE WILL DETERMINE TIME ON AND OFF.



Pole Elevations
not to scale

POLE MOUNTED LIGHTS



FEATURES & SPECIFICATIONS

APPLICATION – The high lumen output luminaire is designed to be a replacement for HD fixtures up to 1500W. It is optimal for lighting applications where long life, low maintenance, and consistent color rendering is required. Areas with limited accessibility due to fixture location or where heavy pedestrian or vehicle traffic makes maintenance difficult are ideal applications. The high wattage/lumen output allows the fixture to be used for parking, restaurant, quick service, shopping centers or sports lighting applications.

CONSTRUCTION – The heavy duty housing is constructed of die cast aluminum with heat dissipating fins. The optical assemblies are sealed in place using a silicone gasket for weather tight protection. Modular LED system for ease of maintenance. ETL listed for wet locations (IP65). Additional IP69 rating available upon request. Fixture can accommodate advanced wireless control, management and reporting systems for outdoor lighting.

FINISH – A corrosion-resistant epoxy coat layer that forms a uniform and all-encompassing protective barrier is applied to the fixture prior to electrostatically applying a super durable polyester powder coat finish. Standard colors available: Black, Bronze, US Green, White. Custom colors available upon request.

OPTICAL SYSTEM – Made with a state of the art UV stabilized acrylic high performance reflective optical assemblies that use high transmittance materials to achieve precise photometric distributions. Available in Type I, II, III, IV Automotive, Automotive Frontline Wide, V, Tennis, V Narrow, V Medium and V Wide beam configurations. Optics may be ordered rotated 90 degrees for perimeter lighting or walkway applications (optics are not field replaceable). The full cut off fixture is Star Light Friendly (meets or exceeds Dark Sky requirements) in the horizontal position.

ELECTRICAL SYSTEM – Available in up to a 6 module LED system in 5000K-70 CRI Cool White (+/- 500K), 4000K-70 CRI Neutral White or 3000K-70 CRI Warm White color temperatures. Consult factory for high CRI (90+) mode availability. Available with 100-300V 50/60Hz or 24V-480V LEDV rated for over 50,000 hours at 25°C ambient temperature. 0-10V dimming. Built-in surge protection up to 10 kV. Built-in

ORDERING INFORMATION

Choose the bold face options for the appropriate luminaire configuration for your application and enter on the line above each fixture attribute. Accessories may be factory installed, depending on the particular accessory chosen, but still be ordered as a separate line item.

LSMT	4	C	80L	SEE PLAN	VOLTAGE	NA	VERIFY
SERIES	MODULE UNIT	COLOR TEMP	NOMINAL LUMENS**	DETAILS**	VOLTAGE	OPTIC ROTATION	FINISH
4	W	Warm White (3000K)	234L = 23,000 Lumens	PAW = Precision Aiming	1 = Meter	L = Left Rotated Optics	BZ = Bronze
4	M	Medium White (4000K)	281L = 28,000 Lumens	PAW = Precision Aiming	1 = Meter	R = Right Rotated Optics	BK = Black
4	C	Cool White (5000K)	331L = 33,000 Lumens	PAW = Precision Aiming	1 = Meter	0 = No Rotation (Left Bank for left bank optics)	GR = US Green
4	W	Warm White (3000K)	381L = 38,000 Lumens	PAW = Precision Aiming	1 = Meter	0 = No Rotation (Left Bank for left bank optics)	WH = White
4	M	Medium White (4000K)	431L = 43,000 Lumens	PAW = Precision Aiming	1 = Meter	0 = No Rotation (Left Bank for left bank optics)	SP = Special
4	C	Cool White (5000K)	481L = 48,000 Lumens	PAW = Precision Aiming	1 = Meter	0 = No Rotation (Left Bank for left bank optics)	
4	W	Warm White (3000K)	531L = 53,000 Lumens	PAW = Precision Aiming	1 = Meter	0 = No Rotation (Left Bank for left bank optics)	
4	M	Medium White (4000K)	581L = 58,000 Lumens	PAW = Precision Aiming	1 = Meter	0 = No Rotation (Left Bank for left bank optics)	
4	C	Cool White (5000K)	631L = 63,000 Lumens	PAW = Precision Aiming	1 = Meter	0 = No Rotation (Left Bank for left bank optics)	
4	W	Warm White (3000K)	681L = 68,000 Lumens	PAW = Precision Aiming	1 = Meter	0 = No Rotation (Left Bank for left bank optics)	
4	M	Medium White (4000K)	731L = 73,000 Lumens	PAW = Precision Aiming	1 = Meter	0 = No Rotation (Left Bank for left bank optics)	
4	C	Cool White (5000K)	781L = 78,000 Lumens	PAW = Precision Aiming	1 = Meter	0 = No Rotation (Left Bank for left bank optics)	
4	W	Warm White (3000K)	831L = 83,000 Lumens	PAW = Precision Aiming	1 = Meter	0 = No Rotation (Left Bank for left bank optics)	
4	M	Medium White (4000K)	881L = 88,000 Lumens	PAW = Precision Aiming	1 = Meter	0 = No Rotation (Left Bank for left bank optics)	
4	C	Cool White (5000K)	931L = 93,000 Lumens	PAW = Precision Aiming	1 = Meter	0 = No Rotation (Left Bank for left bank optics)	
4	W	Warm White (3000K)	981L = 98,000 Lumens	PAW = Precision Aiming	1 = Meter	0 = No Rotation (Left Bank for left bank optics)	
4	M	Medium White (4000K)	1031L = 103,000 Lumens	PAW = Precision Aiming	1 = Meter	0 = No Rotation (Left Bank for left bank optics)	
4	C	Cool White (5000K)	1081L = 108,000 Lumens	PAW = Precision Aiming	1 = Meter	0 = No Rotation (Left Bank for left bank optics)	
4	W	Warm White (3000K)	1131L = 113,000 Lumens	PAW = Precision Aiming	1 = Meter	0 = No Rotation (Left Bank for left bank optics)	
4	M	Medium White (4000K)	1181L = 118,000 Lumens	PAW = Precision Aiming	1 = Meter	0 = No Rotation (Left Bank for left bank optics)	
4	C	Cool White (5000K)	1231L = 123,000 Lumens	PAW = Precision Aiming	1 = Meter	0 = No Rotation (Left Bank for left bank optics)	
4	W	Warm White (3000K)	1281L = 128,000 Lumens	PAW = Precision Aiming	1 = Meter	0 = No Rotation (Left Bank for left bank optics)	
4	M	Medium White (4000K)	1331L = 133,000 Lumens	PAW = Precision Aiming	1 = Meter	0 = No Rotation (Left Bank for left bank optics)	
4	C	Cool White (5000K)	1381L = 138,000 Lumens	PAW = Precision Aiming	1 = Meter	0 = No Rotation (Left Bank for left bank optics)	
4	W	Warm White (3000K)	1431L = 143,000 Lumens	PAW = Precision Aiming	1 = Meter	0 = No Rotation (Left Bank for left bank optics)	

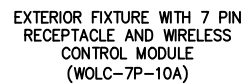
EXAMPLE: LSMT 4 C 80L T5W 1 - BK BTEC

PC7 = 7 Pin Twist-Lock Protocol
PC8 = Multi-Tap (105-285V) Twist-Lock Protocol
PC9 = 7 Pin Twist-Lock Protocol
PC10 = Multi-Tap (105-285V) Twist-Lock Protocol
PC11 = 7 Pin Twist-Lock Protocol
PC12 = Multi-Tap (105-285V) Twist-Lock Protocol
PC13 = 7 Pin Twist-Lock Protocol
PC14 = Multi-Tap (105-285V) Twist-Lock Protocol
PC15 = 7 Pin Twist-Lock Protocol
PC16 = Multi-Tap (105-285V) Twist-Lock Protocol
PC17 = 7 Pin Twist-Lock Protocol
PC18 = Multi-Tap (105-285V) Twist-Lock Protocol
PC19 = 7 Pin Twist-Lock Protocol
PC20 = Multi-Tap (105-285V) Twist-Lock Protocol
PC21 = 7 Pin Twist-Lock Protocol
PC22 = Multi-Tap (105-285V) Twist-Lock Protocol
PC23 = 7 Pin Twist-Lock Protocol
PC24 = Multi-Tap (105-285V) Twist-Lock Protocol
PC25 = 7 Pin Twist-Lock Protocol
PC26 = Multi-Tap (105-285V) Twist-Lock Protocol
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PC28 = Multi-Tap (105-285V) Twist-Lock Protocol
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PC30 = Multi-Tap (105-285V) Twist-Lock Protocol
PC31 = 7 Pin Twist-Lock Protocol
PC32 = Multi-Tap (105-285V) Twist-Lock Protocol
PC33 = 7 Pin Twist-Lock Protocol
PC34 = Multi-Tap (105-285V) Twist-Lock Protocol
PC35 = 7 Pin Twist-Lock Protocol
PC36 = Multi-Tap (105-285V) Twist-Lock Protocol
PC37 = 7 Pin Twist-Lock Protocol
PC38 = Multi-Tap (105-285V) Twist-Lock Protocol
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PC40 = Multi-Tap (105-285V) Twist-Lock Protocol
PC41 = 7 Pin Twist-Lock Protocol
PC42 = Multi-Tap (105-285V) Twist-Lock Protocol
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PC44 = Multi-Tap (105-285V) Twist-Lock Protocol
PC45 = 7 Pin Twist-Lock Protocol
PC46 = Multi-Tap (105-285V) Twist-Lock Protocol
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PC52 = Multi-Tap (105-285V) Twist-Lock Protocol
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PC58 = Multi-Tap (105-285V) Twist-Lock Protocol
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PC64 = Multi-Tap (105-285V) Twist-Lock Protocol
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PC68 = Multi-Tap (105-285V) Twist-Lock Protocol
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PC82 = Multi-Tap (105-285V) Twist-Lock Protocol
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PC84 = Multi-Tap (105-285V) Twist-Lock Protocol
PC85 = 7 Pin Twist-Lock Protocol
PC86 = Multi-Tap (105-285V) Twist-Lock Protocol
PC87 = 7 Pin Twist-Lock Protocol
PC88 = Multi-Tap (105-285V) Twist-Lock Protocol
PC89 = 7 Pin Twist-Lock Protocol
PC90 = Multi-Tap (105-285V) Twist-Lock Protocol
PC91 = 7 Pin Twist-Lock Protocol
PC92 = Multi-Tap (105-285V) Twist-Lock Protocol
PC93 = 7 Pin Twist-Lock Protocol
PC94 = Multi-Tap (105-285V) Twist-Lock Protocol
PC95 = 7 Pin Twist-Lock Protocol
PC96 = Multi-Tap (105-285V) Twist-Lock Protocol
PC97 = 7 Pin Twist-Lock Protocol
PC98 = Multi-Tap (105-285V) Twist-Lock Protocol
PC99 = 7 Pin Twist-Lock Protocol
PC100 = Multi-Tap (105-285V) Twist-Lock Protocol

ACCESSORIES (Order as separate line items)

- SDARM-R* Die Cast Decorative Arm Mount (Square Pole, 1.4 EPN)
- SDARM-S* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
- SDARM-L* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
- SDARM-M* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
- SDARM-T* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
- SDARM-B* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
- SDARM-W* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
- SDARM-C* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
- SDARM-F* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
- SDARM-G* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
- SDARM-H* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
- SDARM-I* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
- SDARM-J* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
- SDARM-K* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
- SDARM-L* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
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- SDARM-N* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
- SDARM-O* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
- SDARM-P* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
- SDARM-Q* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
- SDARM-R* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
- SDARM-S* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
- SDARM-T* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
- SDARM-U* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
- SDARM-V* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
- SDARM-W* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
- SDARM-X* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
- SDARM-Y* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
- SDARM-Z* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
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- SDARM-GT* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
- SDARM-GU* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
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- SDARM-GW* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
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- SDARM-HB* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
- SDARM-HC* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
- SDARM-HD* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
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- SDARM-IB* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
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- SDARM-ID* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
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- SDARM-IV* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
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- SDARM-IX* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
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- SDARM-JO* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
- SDARM-JP* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
- SDARM-JQ* Die Cast Decorative Arm Mount (Round Pole, 1.4 EPN)
- SDARM-JR* Die Cast Decorative

NING LA



Outdoor Lighting Control (WOLC) Module

Typical Applications
Outdoor • Parking areas • Pathways

- Meets latest IECC requirements
- Meets latest CEC Title 24 requirements
- Manufactured in an ISO 9001 certified factory

- Installs to ANSI 136.41-compliant 7-pin twist lock connector
- 120-347VAC 50/60Hz input
- IP66 rated enclosure
- Wireless mesh network based on IEEE802.15.4 standard
- Out of the box photocell switching or connect to WaveLinx Pro
- Up to 1000W switching control
- Energy calculations available through Trellix based on max load input

 additional
product diagrams

Outdoor Lighting Control Module

The WaveLinx Pro Outdoor Lighting Control Module is an accessory to the WaveLinx Pro connected lighting (WCL) system and requires a Wireless Area Controller (WAC) for full functionality.

The wireless relay is used to control plug loads or luminaires that do not include the wireless integrated sensor.

Required Accessories
All WaveLinx Pro connected lighting (WCL) system accessories require at least one WaveLinx Pro Wireless Area Controller (WAC2) for communications. Ensure the bill of material includes one of the following components.

For connection to 120VAC outlets.

Key Features • 120/347VAC 50/60Hz input • IP66 rated enclosure • Wireless mesh network based on IEEE802.15.4 standard • ANSI C136.41 compliant 7-pin twist lock connector • Time schedule based ON / OFF and dimming controller or autonomous operation via photosensor • Up to 1000W switching control • Energy calculations based on max load provided to Telitex	Hardware Specifications Photocell range: 50 - 1500 lux (typical) Wireless Specifications Radio: 2.4GHz Standard: IEEE 802.15.4 Transmitter Power: +20dBm Range: Sensor to sensor: 200m (60m) (LOS best practice) See notes for Wireless Area Controller placement and guidance
---	---

Size: Base diameter: 3.3" (84mm), Height: 2.6" (66mm)

- **Storage temperature:** -40° F to 158° F (-40° C to 70° C)

Mounting: Installs via ANSI C136.41 compliant twist-lock connector

Housing: Injection molded ABS housing with V-0 flame rating. Plenum rated for external mounting

Electrical

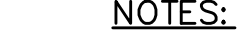
- Rated input current: $< 1\text{W}$ at no load

Power Measurement Accuracy: +/- 1% (0.5 to 10A loads)

- 10A load rating (electronic driver/ballast, magnetic ballast, resistive load)
- Single class 2, 0-10V dimming output capable of sinking up to 10mA



NOT TO SCALE



CONCRETE DETAIL

1. E.C. TO PROVIDE SITE LIGHTING CONTROLS USING TWIST-LOCK RADIO CONTROL NODES (7 PIN). THE SITE LIGHTING WILL BE CONTROLLED THROUGH A WIRELESS CONTROL SYSTEM. SITE LIGHTING COMMISSIONING IS PERFORMED VIA SMART-PHONE APPLICATION BY THE E.C.. E.C. TO PROVIDE TRAINING OF OWNER PERSONNEL. E.C. TO FURNISH AND INSTALL OVERRIDE SWITCH TIED INTO SITE LIGHTING CONTROL PANEL.

2. WIRELESS HUB AND CONTROL PANEL WILL REQUIRE POWER AND DATA/INTERNET SERVICE PRIOR TO COMMENCING PROGRAMMING, MOUNT CONTROL PANEL AT LOCATION RECOMMENDED BY SUPPLIER ON AN EXTERIOR WALL. E.C. WILL INSTALL EXTERIOR ANTENNA AND CABLE PER MANUFACTURER'S RECOMMENDED LOCATION. INCLUDE IN BID MOUNTING OF ANTENNA ON THE ROOF OR WERE DIRECTED BY SUPPLIER. CABLE PROVIDED BY SUPPLIER.

4. INCLUDE LOW VOLTAGE OVER-RIDE SWITCH FOR SITE LIGHTING MOUNTED ADJACENT TO THE WIRELESS CONTROL PANEL. SEE MANUFACTURER DETAILS.

THE ELECTRIC
AND GENERA

THE ELECTRICAL, MECHANICAL, PLUMBING, STRUCTURAL AND GENERAL CONTRACTORS SHALL COORDINATE THEIR WORK IN REGARDS TO ROUTING OF THEIR TRADES PIPING, CONDUIT, DUCTWORK, ETC. AND MAKE THE ARCHITECT/ENGINEER AWARE OF ANY CONFLICTS PRIOR TO FABRICATING OR INSTALLING ANY WORK.

ALL INSTALLATION SHALL BE ACCOMPLISHED IN A WORKMAN LIKE MANNER AND APPEARANCE.



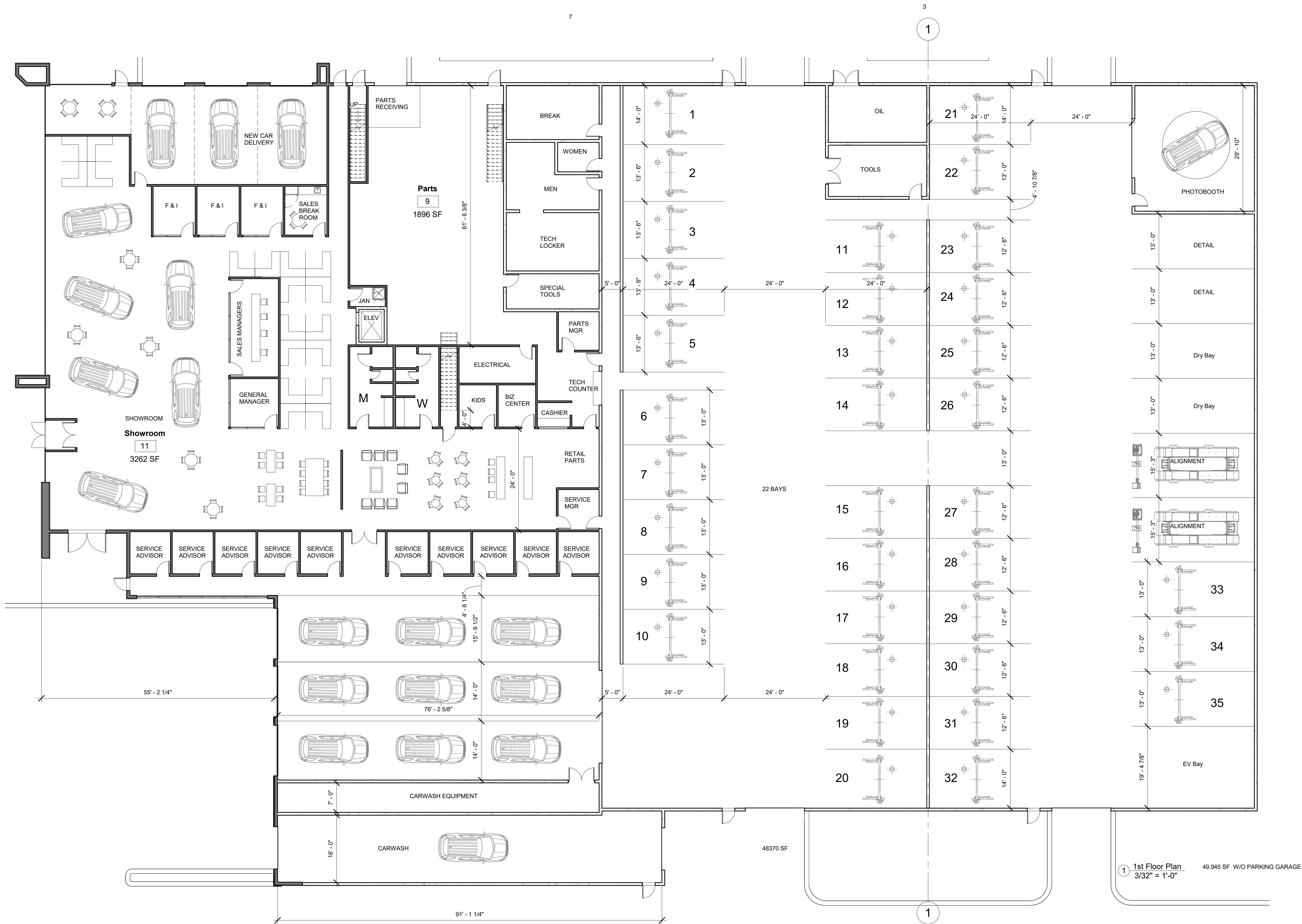
PO Box 213 (Mailing)
4236 HWY 3630
Annville, KY 40402
Phone (606)-364-2886
Fax (606)-364-5100
E-Mail: eric@mrengineering.com

ENGINEERING AND DESIGN, PLLC

Creve Coeur, Missouri

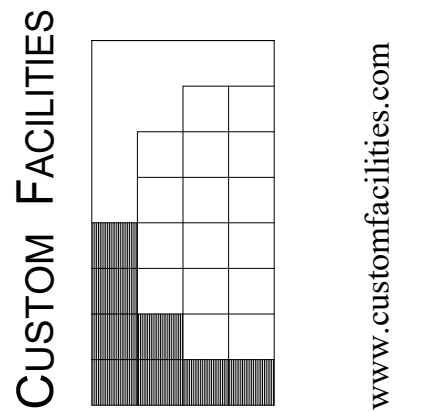
Site Lighting Details

E604



1 1st Floor Plan 49,945 SF W/O PARKING GARAGE
3/32" = 1'-0"

CONSTRUCTION MANAGERS
GENERAL CONTRACTORS
DESIGN/BUILD
6296 Rucker Road
Suite C
Indianapolis, IN
46220-486
TEL 317-259-4038
FAX 317-259-4785



www.customfacilities.com

Client Project Information

Lexus of Creve Coeur

Creve Coeur, Missouri

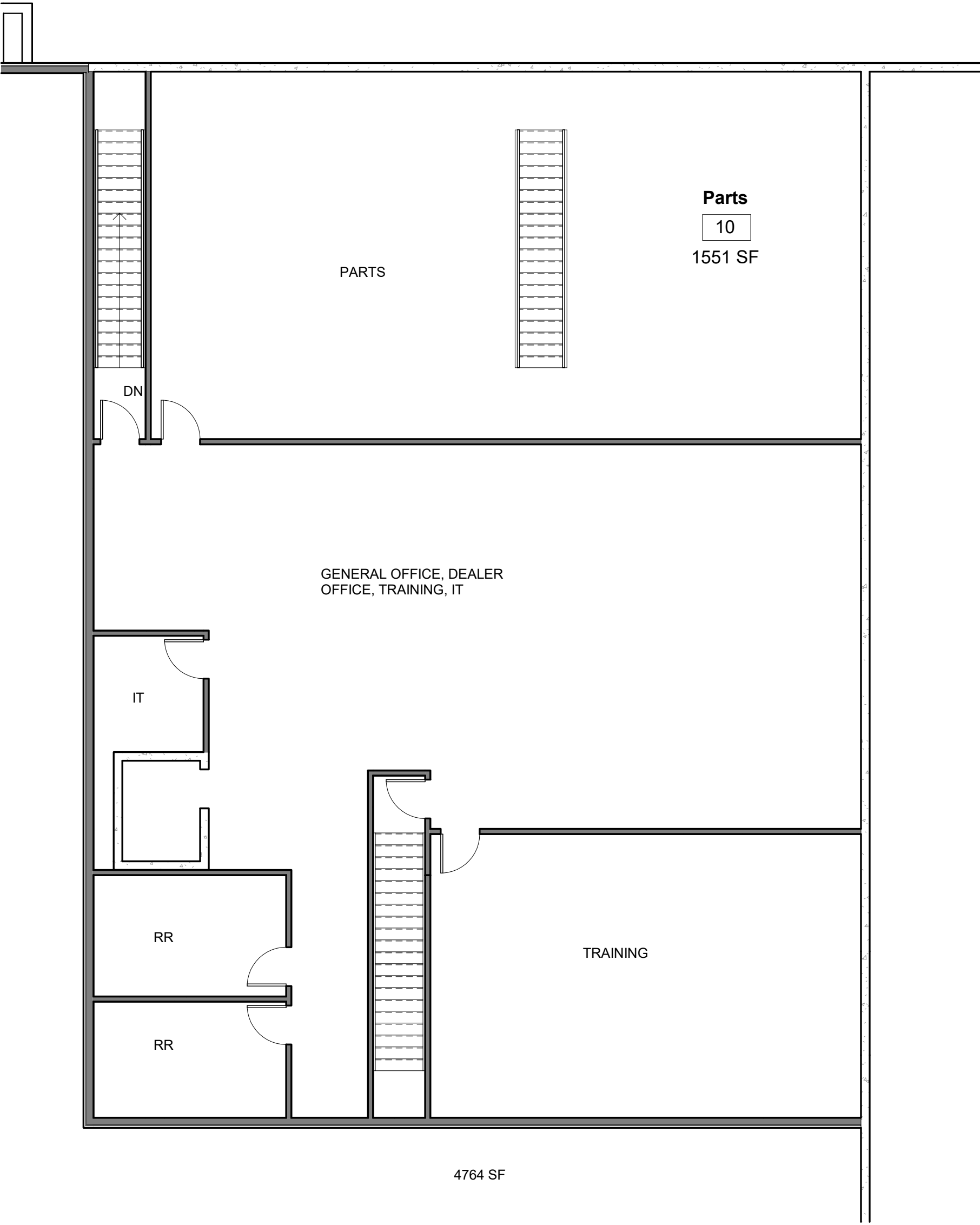
Project 21122
Drawn By: KTM
Checked: KTM

Revision		
Mark	Date	Remark

DO NOT SCALE
Custom Facilities shall be notified immediately should any errors, omissions, discrepancies, inconsistencies be discovered the drawings.

1st Floor Plan

A1-1



① 2nd Floor Plan
1/8" = 1'-0"

Lexus of Creve
Coeur
Creve Coeur, Missouri

Client Project Information

Project 21122
Drawn By: KTM
Checked KTM

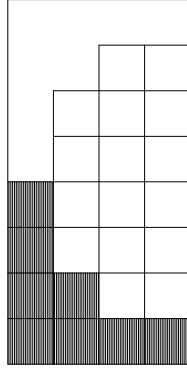
Revision		
Mark	Date	Remark

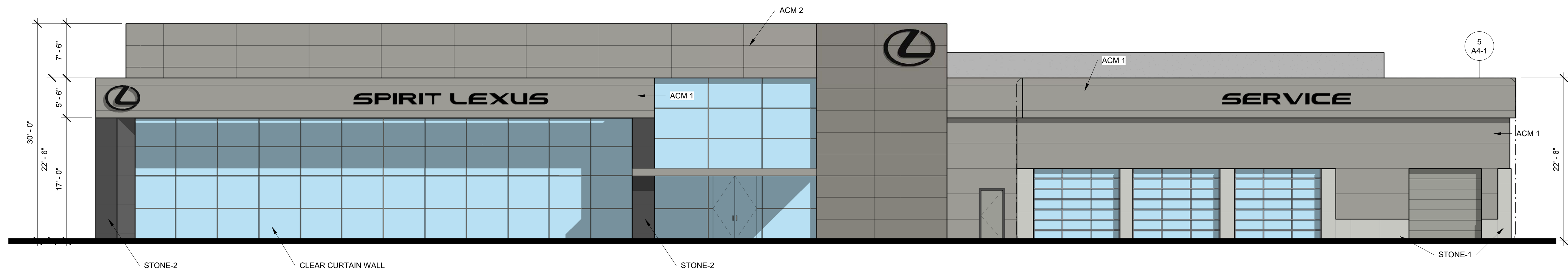
DO NOT SCALE
Custom Facilities shall be notified immediately should any errors, omissions, discrepancies inconsistencies be discovered the drawings.

2nd Floor Plan

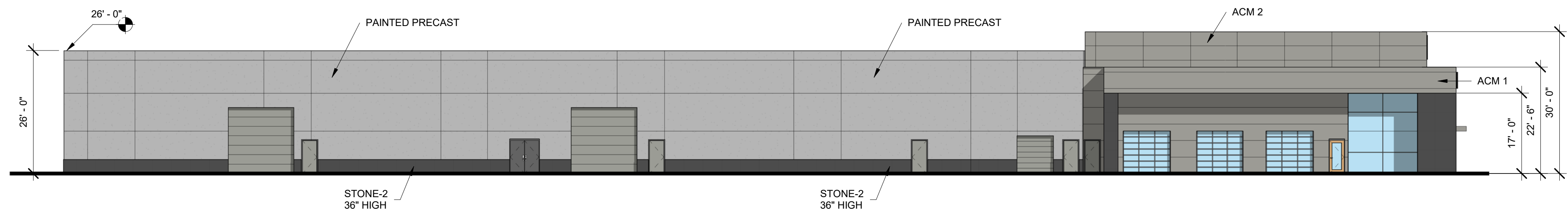
A1-2

CONSTRUCTION MANAGERS
GENERAL CONTRACTORS
DESIGN/BUILD
6296 Rucker Road
Suite C
Indianapolis, IN 46220-486
TEL 317-259-0038
FAX 317-259-4785

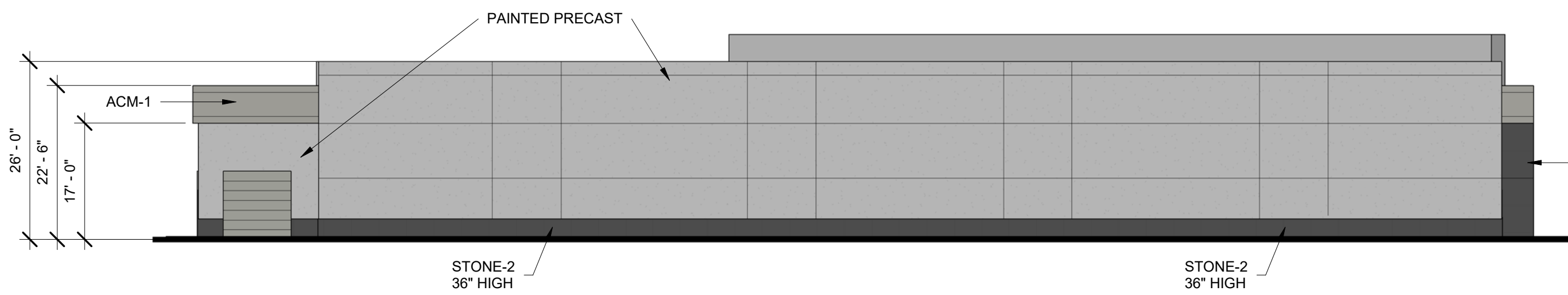
CUSTOM FACILITIES

www.customfacilities.com



① Front Elevation
1/8" = 1'-0"



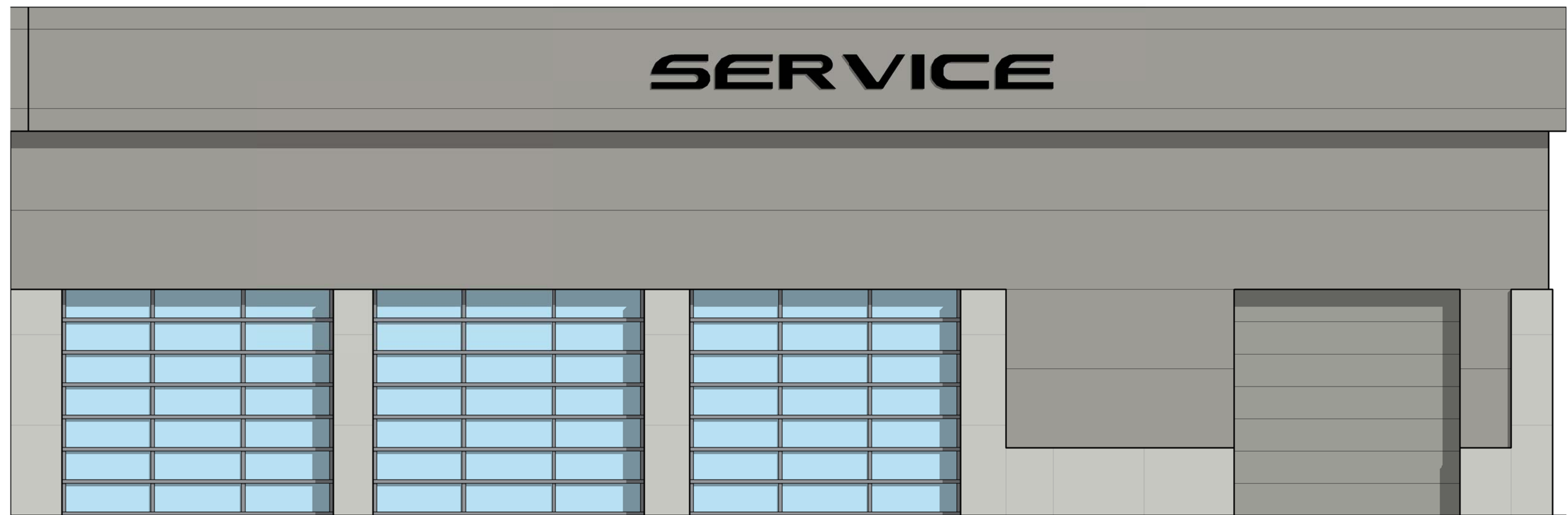
② Left Elevation
1/16" = 1'-0"



④ Rear Elevation
1/16" = 1'-0"



③ Right Elevation
1/16" = 1'-0"



⑤ Front Elevation - Stone Close-up
1/4" = 1'-0"

CODE	DESCRIPTION
ACM-1	ANODIC CLEAR MICA - PVD-2 / GLOSS 30
ACM-2	MZG GRAY MICA II D - DCI94D-2043CR
STONE-1	DRY STACKED STONE BEIGE COLOR 228, 213, 183
STONE-2	FLAMED RIGINIA MIST GRANITE
PAINTED PRECAST	BRAND AND COLOR CODE TO FOLLOW
EXTERIOR DOORS	BRAND AND COLOR CODE TO FOLLOW
OVERHEAD DOORS	GAVALIZED ALUMINUM - RYTEC HIGH SPEED

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Indianapolis, IN
46220-486
TEL 317-259-0038
FAX 317-259-4785

CUSTOM FACILITIES
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Client Project Information

Lexus of Creve
Coeur
Creve Coeur, Missouri

Project 21122
Drawn By: KTM
Checked: KTM

Revision	Mark	Date	Remark

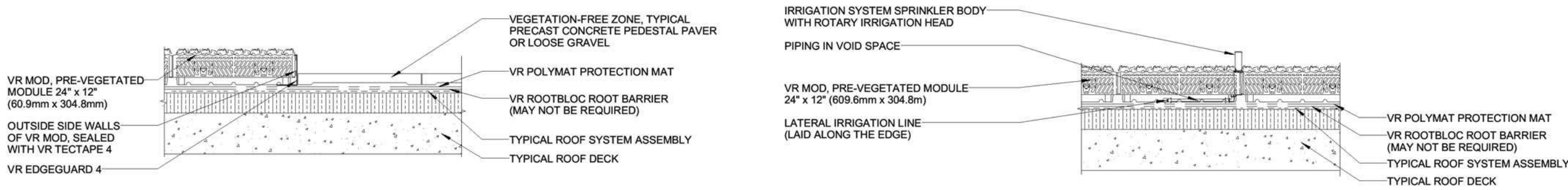
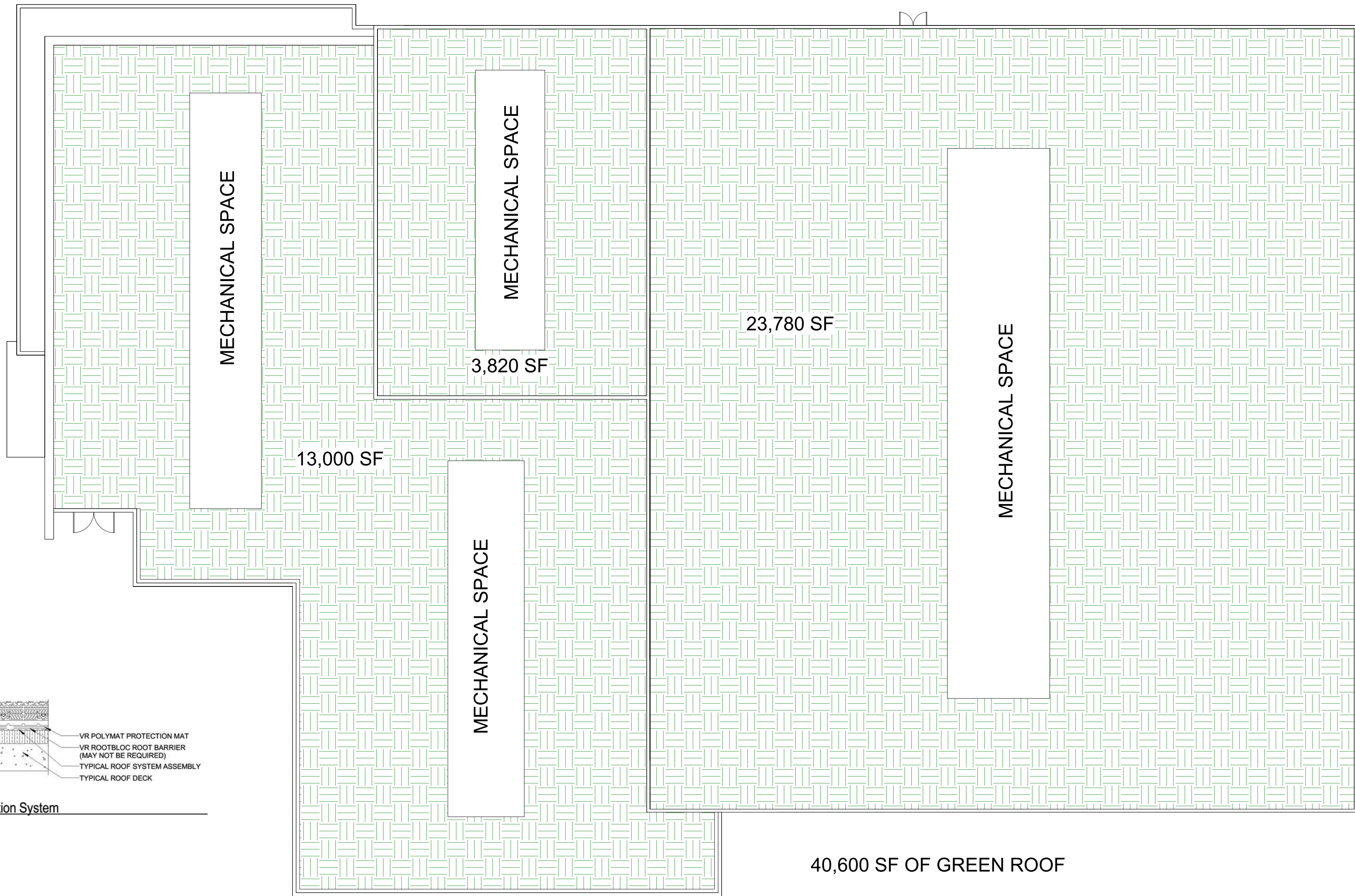
DO NOT SCALE
Custom Facilities shall
be notified immediately should
any errors, omissions,
discrepancies
inconsistencies be discovered
the drawings.

Elevations

A4-1

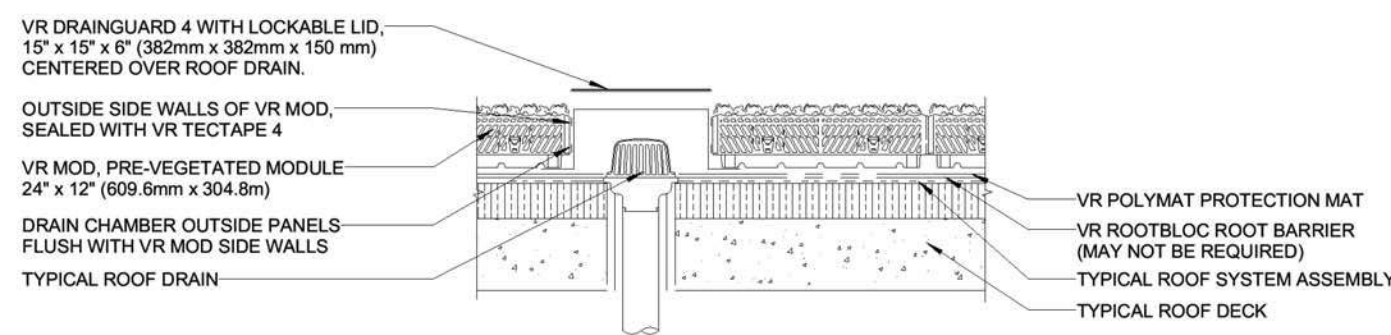
Revision		
Mark	Date	Remark

DO NOT SCALE
Custom Facilities shall be notified immediately should any errors, omissions, discrepancies inconsistencies be discovered the drawings.

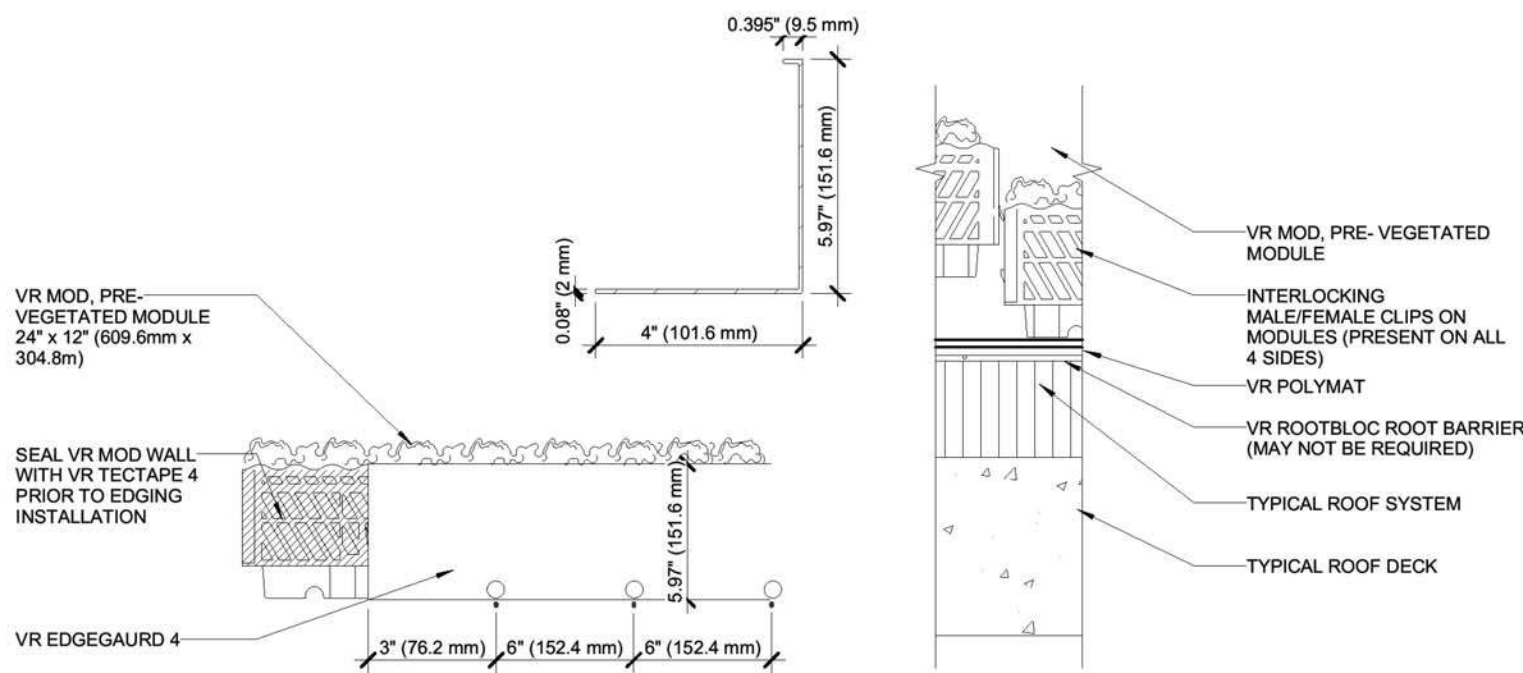


2 A106 Vegetated Roof (VR) Assembly with Vegetation Free Zone 1 1/2" = 1'-0"

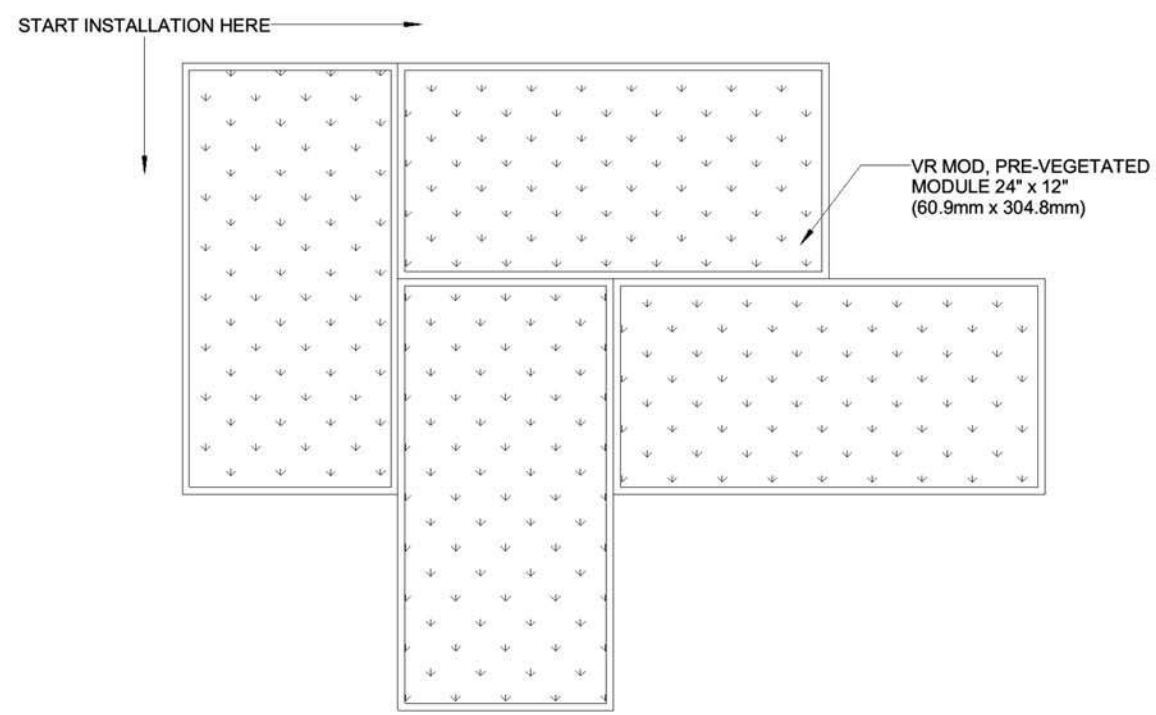
3 A106 Vegetated Roof (VR) Assembly with integrated Irrigation System 1 1/2" = 1'-0"



4 A106 Inspection Chamber for Roof Drains in Vegetated Roof Assembly 1 1/2" = 1'-0"

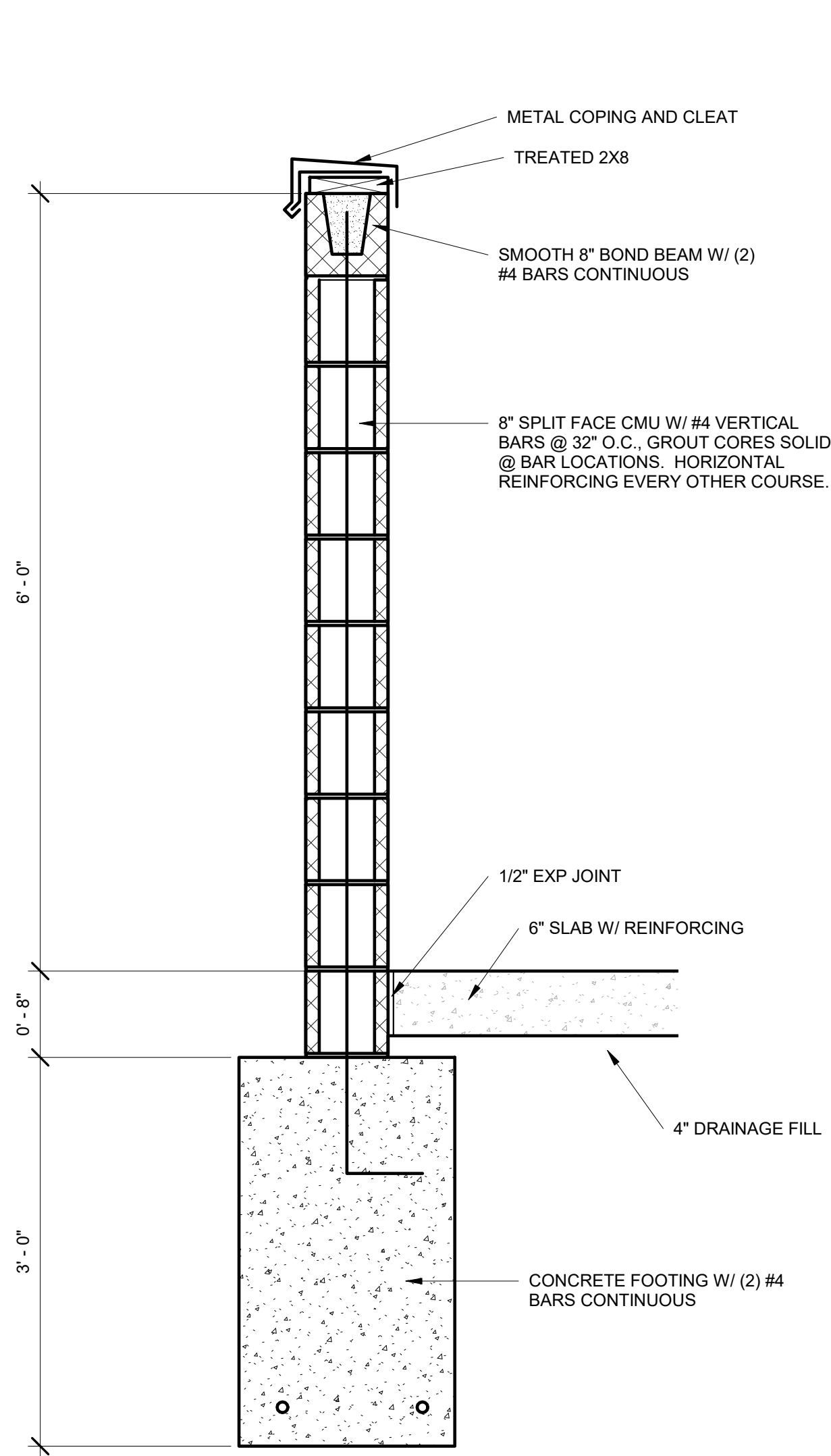


6 A106 Vegetated Roof (VR) Module Details 1" = 20'-0"

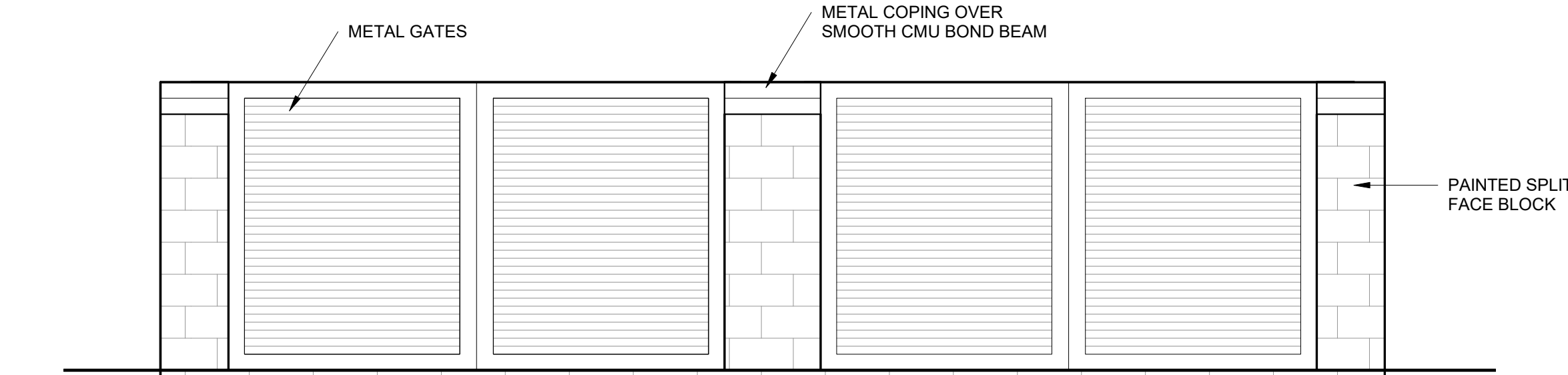


5 A106 Vegetated Roof (VR) Module Layout 1 1/2" = 1'-0"

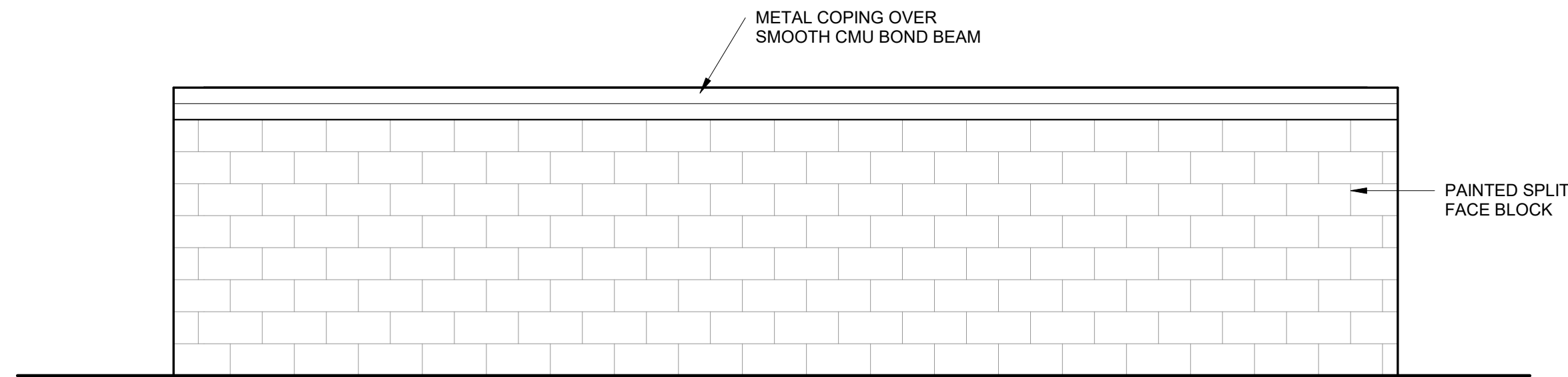
1 Roof Plan 1/16" = 1'-0"



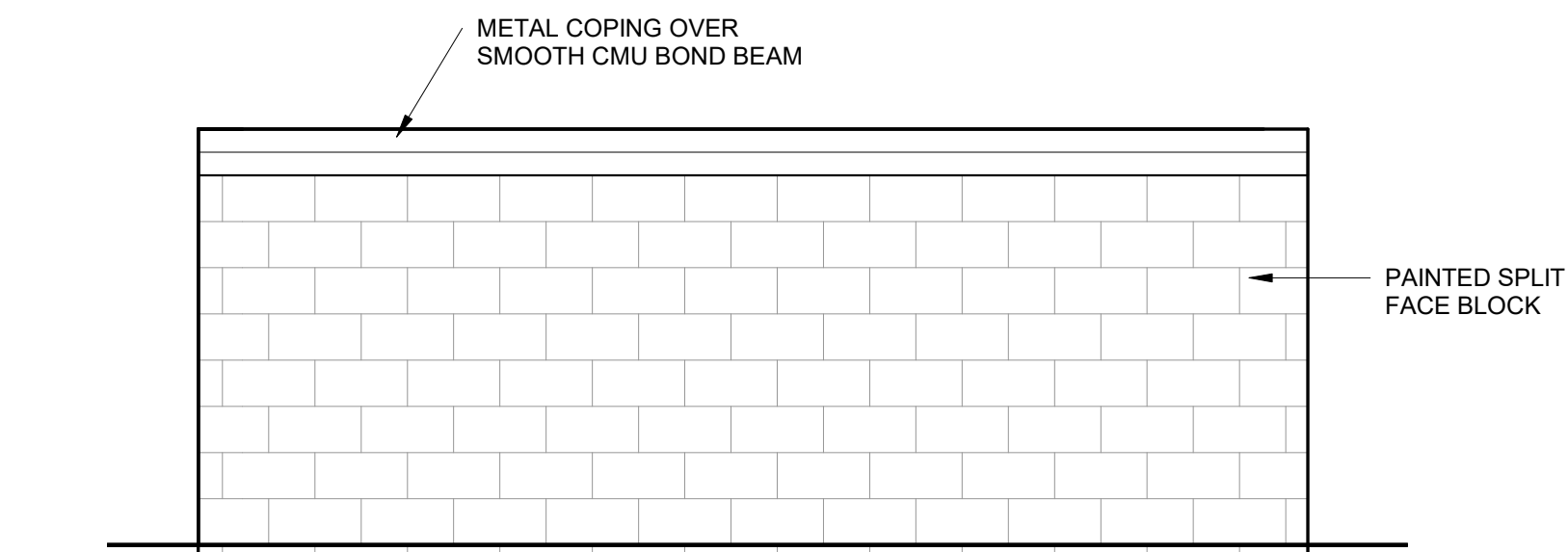
3 Dumpster Enclosure Section
A1-13 1" = 1'-0"



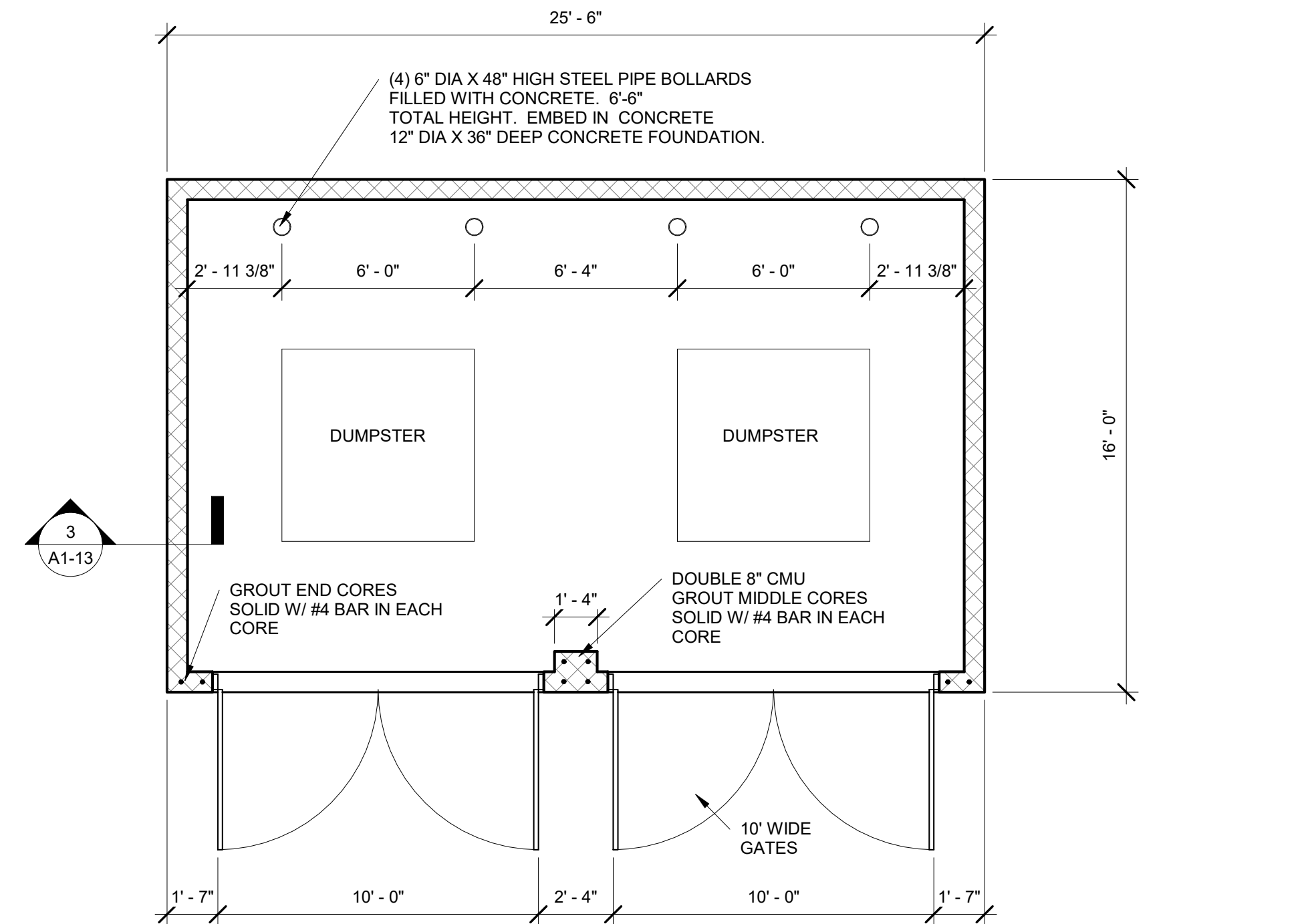
4 Dumpster Enclosure Front Elevation
A1-13 3/8" = 1'-0"



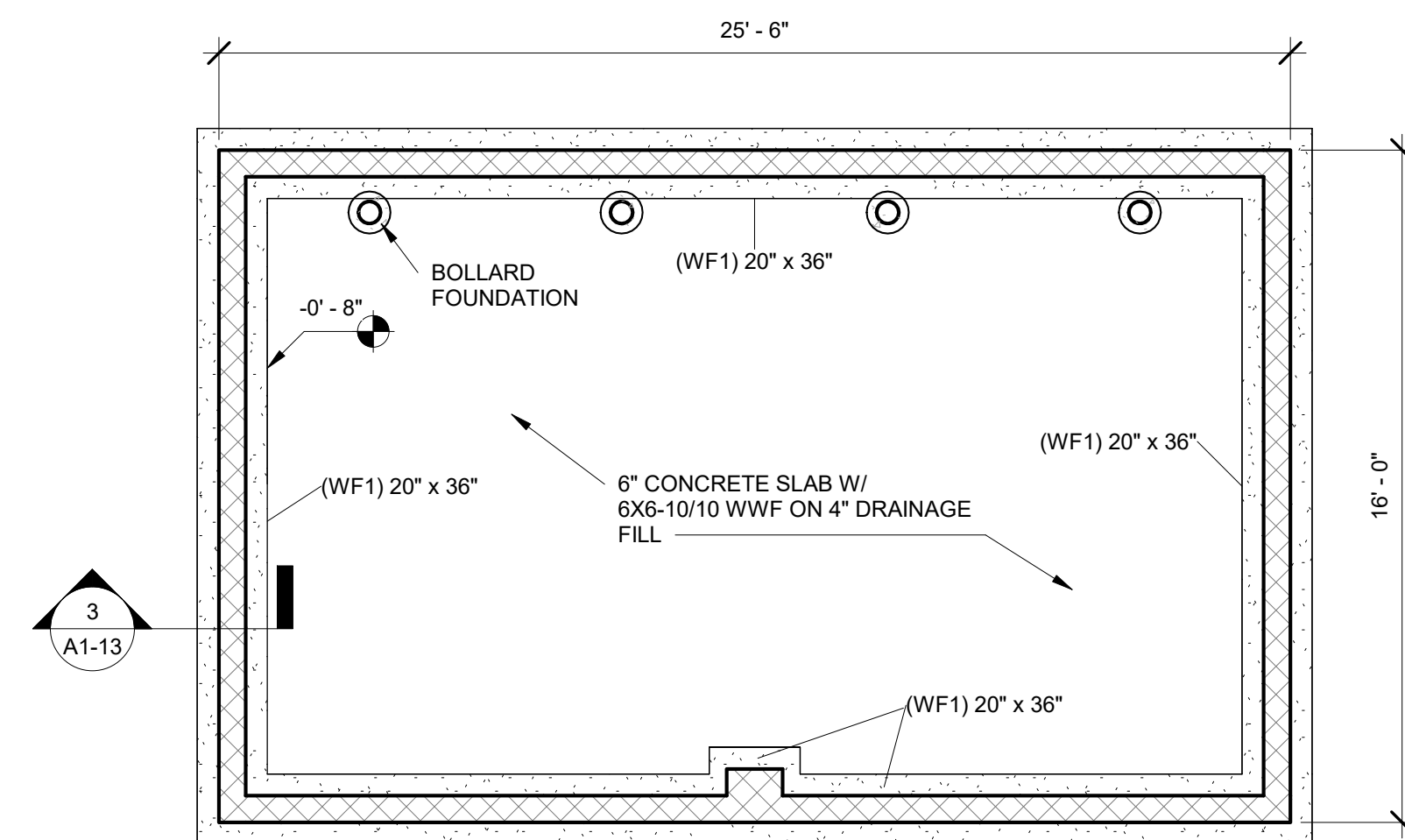
5 Dumpster Enclosure Rear Elevation
A1-13 3/8" = 1'-0"



6 Dumpster Enclosure Side Elevation
A1-13 3/8" = 1'-0"



1 Dumpster Enclosure Plan
A1-13 1/4" = 1'-0"



2 Dumpster Enclosure Foundation Plan
A1-13 1/4" = 1'-0"



Lexus of Creve Coeur



Submittal Documentation:

- Product Data
- Shop Drawings
- Installer Certification
- Maintenance Data
- Green Roof Warranty



Product Data

Planted-In-Place Tray System

(Patented: 7,603,808)

Description:

The Planted-In-Place green roof system encompasses all the benefits of a standard vegetated roof while offering a system that is:

- Simple to install
- Offers integral drip irrigation
- Minimizes material and maintenance costs
- Shortens lead time
- Maximizes design possibilities
- Interlocking design for superior *ANSI/SPRI RP-14 Wind Design Standard* classification

Utilizing a tray system as its base, the Planted-In-Place system is easy and efficient to install. Empty trays are first laid out and pinned together, then they are filled with growing medium and planted. This installation process is designed to be cleaner, less wasteful, and may require less labor than other construction methods. Comprised of a heavy duty recycled polypropylene, the tray is designed to be placed directly on top of almost any roofing membrane system and eliminates the need for additional drainage, filtration or root barriers.

The Planted-In-Place Tray System is offered with integrated drip irrigation, eliminating the need for hand watering and ensuring the lasting health of the green roof. Additionally, the Planted-In-Place system offers variable growing medium depth (from 5.25" – 8") and more planting options than traditional pre-grown tray solutions. This allows for greater design flexibility and a unique look for each installation.

The channelized tray bottom is designed to maximize stormwater retention. It can reduce the amount and the rate of stormwater run-off and is capable of retaining up to 70% of annual precipitation. Detailed stormwater retention calculations and hydrographs are available upon request.

The drip irrigation system consists of a supply header and components inside the perimeter of the tray layout including; drip tape, tape ell's, drip tee's, compression barb fittings, threaded male point of connection for the header and a capped fitting for the opposing end of the header. Please see the Drip Irrigation technical information sheet for more detailed information.

Planting Options:

- Planting design is fully customizable. Options include sedum cuttings, sedum plugs or fully vegetated sedum tiles or mats for full coverage. Small accent ornamentals up to 4"-pots can also be included. Please contact Columbia Green Technologies for more information.

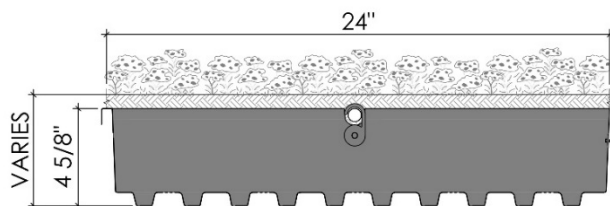
LEED Information:

- Post-Consumer Recycled Content: 88%
- Manufacturing Location: Washougal, WA 98671

FM Fire Rating:



FM is a third party, objective testing program to certify that building products and services meet rigorous loss prevention standards. These standards are particularly important within the roofing industry. We are pleased to offer FM approval for our tray systems under Approval Standard 4477.



Declare Label for Materials Transparency:



The Declare Label is a voluntary disclosure of building material ingredients which offers Living Building Challenge and other project teams concerned about building product ingredients a guide for product specification. Our tray system is 'Red List Free' which means it doesn't contain "worst in class" materials, chemicals, and elements known to pose serious risks to human health and the greater ecosystem. www.declareproducts.com

Wind Uplift:

- ANSI/SPRI RP-14 Wind Design Standard for Vegetative Roof Systems is the only wind uplift standard for the U.S.A.
- Due to the interlocking design, The Planted-In-Place Tray is considered a #2 Ballast system (Increased wind uplift resistance).

System Weights:

Includes 2 lbs./s.f. (plugs or cuttings) for plant material weight; add 2.5 lbs./ft² for sedum mats and tiles

System Depth	Dry Weight	Saturated Weight	
5.25" Media Depth	17 - 22 lbs./ft ²	29 - 34 lbs./ft ²	← 33 LBS/SF
6" Media Depth	19 - 25 lbs./ft ²	33 - 39 lbs./ft ²	
7" Media Depth	22 - 29 lbs./ft ²	38 - 46 lbs./ft ²	
8" Media Depth	25 - 33 lbs./ft ²	44 - 52 lbs./ft ²	

** System weights vary by region. Contact your local representative for information on weights for your specific project*

Packaging/Component Size:

Empty Tray:	
Thickness:	100 MIL.
Dimension:	24"W. x 24"L. X 4.625"
Coverage:	4 ft ²
Weight:	3.65 lbs. per tray
Packaging:	Stacked – 400 trays/pallet

Installation:

1. Prior to installation, it is the Project Representative's responsibility to consult with a registered structural engineer to determine whether the structure is adequately reinforced to withstand the weight of a fully saturated vegetative tray.
2. Perform tray installation only after a representative from the roofing membrane manufacturer has inspected the membrane and found it to be in accordance with the membrane manufacture's specifications.
3. Place the vegetative trays directly on the roofing membrane or protective layer as determined by the membrane manufacture.
4. Using the interlocking sides, overlap the vegetative trays.
5. Secure the trays to each other using the removable pin fastener. Place hooks with pins when irrigation is specified.
6. Place optional irrigation system. (See Drip Irrigation for Tray System Technical Information Sheet for more information)
7. Add growing media to a depth in accordance with the design plans and specifications.
8. Add vegetative cover. ** Fully saturate growing media when installing sedum tiles or mats.**
9. After all trays have been installed, irrigate plant material to ensure growth.

Storage:

- Store tray components in a dry area.
- Store away from sources of ignition and extremely high temperatures.

Precautions:

- Confirm with a certified Structural Engineer that the structure can support the vegetative roof saturated weight.
- To facilitate drainage a minimum roof slope of 1/8" in 12" min. must be provided.
- System components should not be installed when the weather is below 45 °F (7.2 °C) or above 95 °F (35 °C).
- Use caution when lifting trays and do not drag modules into position.
- Check roof drains regularly to ensure there are no obstructions to impede water flow.
- Wash exposed skin prior to eating, drinking or smoking and at the end of each shift.

Extensive Growing Media

Product NUMBER: GM3000-EXT

Description:

The following technical information sheet covers the production and materials for use in lightweight growing media blends on extensive vegetative roof assemblies.

Our extensive vegetative roof growing media is regionally blended and formulated to meet the rigorous standards of the FLL Guidelines for particle size gradation, fines content, dry and saturated bulk density, total porosity, air filled porosity, water retention, hydraulic conductivity, pH balance, soluble salt content and organic matter content.

The growing media is created using only high quality and local sourced product to the greatest extent possible. Per FLL Guidelines this growing media is derived from industry proven materials consisting inorganic and organic materials.



Physical Characteristics:

1. Expanded Media Component:
 - a. Description: Inorganic expanded Media that is consistent with Pumice, Perlite, Volcanic Cinder Rock, or lightweight expanded clay aggregate.
2. Compost Component:
 - a. Description: Nutrient grade compost that is manufactured from recycled material and is mixed with the other three components by a composter that is enrolled in the United States Compost Council's (USCC) Seal of Testing Assurance (STA) Program.
 - b. Only compost products that meet all applicable state and federal regulations, Section 07 33 63 www.federalgreenspec.wbdg.org pertaining to its production and distribution are used in this application.
 - c. All approved compost products meet all applicable state and federal regulations for chemical contaminants (e.g. heavy metals, pesticides, etc.) and pathogen limits pertaining to the source materials in which it was derived.
3. Organic Component:
 - a. Description: Fiber or organic material that is a clean cellulose product that adds friability to media, filtration, and agronomic horticultural attributes.

Storage:

- Store in a dry area free of potential contaminants which may adversely affect the engineered blend including potential weed seeds.
- Store away from sources of ignition and extremely high temperatures, when media is shipped in bags or totes.

Precautions:

- When media is placed in bags or totes, avoid prolonged exposure to sunlight, heat, sparks and open flames.
- When media is delivered in bulk, cover media piles as needed to reduce effects of potential weather conditions including heavy rains and winds.
- Wash exposed skin prior to eating, drinking or smoking and at the end of each shift.

LEED Information:

Manufacturing Location and Post-Consumer Recycled Content:

- Varies; contact Columbia Green for project-specific information.

Physical Properties*:

Particle Size Distribution			
Proportion of silting components < 0.063 mm		Mass %	≤ 15
Proportion of particles < 0.25 mm	60 mesh	Mass %	5 - 30
Proportion of particles < 1.00 mm	18 mesh	Mass %	10 - 50
Proportion of particles < 2.00 mm	10 mesh	Mass %	30 - 70
Proportion of particles < 3.20 mm	1/8 inch	Mass %	40 - 80
Proportion of particles < 6.30 mm	1/4 inch	Mass %	65 - 95
Proportion of particles < 9.50 mm	3/8 inch	Mass %	100
Density Measurements			
Bulk Density (dry weight basis)		lb/ft ³	44 - 53
Bulk Density (at max. water-holding capacity)		lb/ft ³	72 – 85
Water/Air Measurements			
Total Pore Volume		Vol. %	≥ 50
Maximum water-holding capacity		Vol. %	35 – 65
Air-filled porosity at max water-holding capacity		Vol. %	≥ 10
Water permeability (saturated hydraulic conductivity)		in/min	0.024 – 2.83
pH and Salt Content			
pH (in CaCl ₂)			6.0 - 8.0
Soluble salts (water, 1:10, m:v)		g (KCl)/L	< 3.5
Organic Measurements			
Organic matter content		g/L	25 - 65
Nutrients			
Phosphorus, P2O5 (CAL)		mg/L	≤ 200
Potassium, K2O (CAL)		mg/L	≤700
Magnesium, Mg (CaCl2)		mg/L	≤ 200
Nitrate + Ammonium (CaCl2)		mg/L	≤ 80

* Volume measures are guaranteed at the time of production and packing. Settling of materials may occur during transportation and handling. Minor deviations from test data may occur due to the natural variability of the bulk materials used to produce the media blend

Packaging/Component Size:

Type	Volume	Approx. Delivery Weight
1.5 cf. Bags	1.5 cf bags. (palletized in 1 cy increments)	1,250 lbs.
1.5 cy Tote	1.5 cy	1,850 lbs.
2.0 cy Tote	2.0 cy	2,500 lbs.
Bulk	40-60 cy. / truck (weight dependent)	48,000 lbs. (more with tandem)

* Recommended 10%-15% additional growing media (by volume) be ordered to account for long term settling of product.

Integrated Drip Irrigation for Planted-In-Place Tray System

Product NUMBER: IR6000

Description:

Easy to install, this durable integrated drip irrigation system for Columbia Green's trays secures the driplines in place, so they don't float to the surface or shift over time. The system provides low maintenance, successful plant establishment and adds supplemental irrigation during warm weather, protecting your green roof from temporary regional droughts and hot spells throughout the life of the green roof. Optional but recommended, this high efficiency, cost effective drip irrigation system locks into the tray preventing the driplines from shifting or floating to the surface.

Fabricated of a heavy duty polypropylene, the distribution header is easily placed within the Irrigation Tray Edger for concealment, UV protection giving the system a finished look. The header connects to the drip tape through simple barb/compression fittings, reducing the need for any special tools and pipe cements.

Once connected to the header, the high strength, pressure compensating drip tape is hooked into the the designed depression in the Columbia Green Tray edge, ensuring proper line spacing that won't shift over time. The drip tape is set at a ¼" minimum depth into the growing media, so drip tubing will never be visible on the finished roof.

The Columbia Green Integrated Drip Irrigation system includes: The poly-header, drip tape and associated tray hooks and fittings. Our Irrigation Concealment Edger is also available to cleanly hide the header pipe. Please contact our team for flow requirements or system zoning information if needed. The system point-of-connection, controller, supply line to the header, backflow prevention, control valves and associated accessories are by others.

Installation:

1. Prior to installation it is the Project Representative's responsibility to provide/verify the following:
 - a. Adequate potable water point of connection(s), which meet system flow and pressure requirements (see below).
 - b. All supply plumbing is installed per all applicable local and state building and plumbing codes.
2. Perform irrigation component installation only after tray have been properly installed, plumbing supply lines, remote control valves, and automated controllers/timers have been installed (parts by others) per manufacturer's recommendations.
3. Place poly-header along one side of the tray perimeter.
4. Punch poly-header and place barb/compression fittings 24" on center aligned with depressions at center of each tray.
5. Attach male threaded point of connection and capped end fittings at either end of poly-header and connect water supply source from remote control valve(s) to male threaded point of connection. Ensure pressure at valves is regulated to 15 psi maximum.
6. Connect drip tape to barb/compression fittings and lay out lines through tray depression. Extend drip tape the length of the green roof trays. **Place drip tape "blue stripe" up.** Cut drip tape, square, with shears where needed.
7. Secure drip tape at every tray with provided hooks at tray pinning locations.
8. Connect drip tape with tee and ell compression fittings around penetrations and vegetative perimeter to provide fully inter-connected system.
9. Place Irrigation Concealment Edger; secure poly-header in channel. Affix edger to tray with pin fastener.
10. Turn on valve(s) and run system to look for leaks and ensure connections are secure and system is fully functional.
11. Place growing media: slightly bury drip tape when placing media, typical ¼" depth minimum. Maintain a flat horizontal plane in the drip tape when placing media. Avoid depressions and "dips" between trays.



Storage:

- Store components in a covered area, protect from extended exposure to sunlight and rain.
- Store away from sources of ignition and extremely high temperatures.

Precautions:

- Confirm that irrigation and associated supply plumbing meets all applicable local and state building and plumbing codes.
- Provide clean square cuts on all headers and drip tape to ensure proper seating of compression fittings.
- Use caution when lifting and carrying rolls of drip tape.
- Check system functionally prior to placement of growing media.

LEED Information:

- Manufacturing Location: El Cajon, CA 92020
- Post-Consumer Recycled Content: 0%

System Information

Zoning	Quantity
Application area per control valve (<i>valve by others</i>)	3,600 s.f. maximum
Operational Volume	9 - 30 GPM
Operation Pressure*	4 – 15 PSI
Filter Requirements (<i>at valve, supplied by others</i>)	140 mesh
Drip Tape Information	
Emitter Spacing	4 inches
Dripline Spacing	24 inches
Individual Emitter Flow Rate (<i>8 psi.</i>)	0.27 GPH
Individual Emitter Flow Rate (<i>10 psi.</i>)	0.30 GPH
Flow Rate /100 lf. (<i>8 psi.</i>)	1.34 GPM
Flow Rate /100 lf. (<i>10 psi.</i>)	1.50 GPM

* Use Pressure reducing valves if needed to maintain 15 psi. Maximum at dripline.

Packaging/Component Size:

Header	
Thickness:	7 mil.
Dimension:	¾" dia. x 500' L. max.
Packaging:	Banded rolls
Drip Tape	
Thickness:	15 mil.
Dimension:	5/8" dia. x 4000' L max.
Packaging:	Roll
Weight:	63 lbs./roll



Pregrown Sedum Mat

Product NUMBER: PL4600

Description:

Pregrown sedum mats are a pre-vegetated option for instant coverage on green roofs. They are field-grown on a thin substrate, and are compatible with both the Planted-In-Place and Layered Green Roof systems. The mats can be trimmed to fit any shape, including curves and various angles.

Benefits:

- Quick and easy installation
- Immediate vegetative cover
- Minimal maintenance requirements once established
- The coconut fiber base assures effective rooting of the plants to the underlying growth media.

Technical Data:

- Vegetation- Minimum 85% coverage
- Coconut Fiber/ Soil base- Approximately 1/2 - 3/4" thick
- Measurements- 48" w x 75" l
- Max Weight- 4.5 - 5lbs/sf fully saturated

Installation:

Install sedum mats directly over a minimum 2" freshly wetted and leveled growing media. Maintain good overall contact with the media avoiding gaps between and beneath the mats. Water thoroughly after installation. Overhead irrigation is recommended twice weekly until the roots become well established, which usually takes 3-4 weeks. Plantings installed during very cool fall weather may only need the initial irrigation.

Storage:

- If temperatures exceed 75°F [20°C], it is best to unroll and install sedum mats within 2 hours of arrival.
- If necessary, rolled sedum mats may be stored in a cool location for a maximum of 24 hours. Do not leave plants in hot storage areas.

Precautions:

- Do not leave plants in hot closed storage areas.

LEED Compliance:

500 mile or less Component Source Location- We partner with growers throughout North America. Contact Columbia Green Technologies for project-specific source location.

Standard Mix

This mix provides flowers throughout the growing season. Winter interest and seasonal foliage color changes are also found in this mix. This is a good, general-purpose mix that provides year-round beauty. Each sedum mat includes 12-16 sedum varieties.

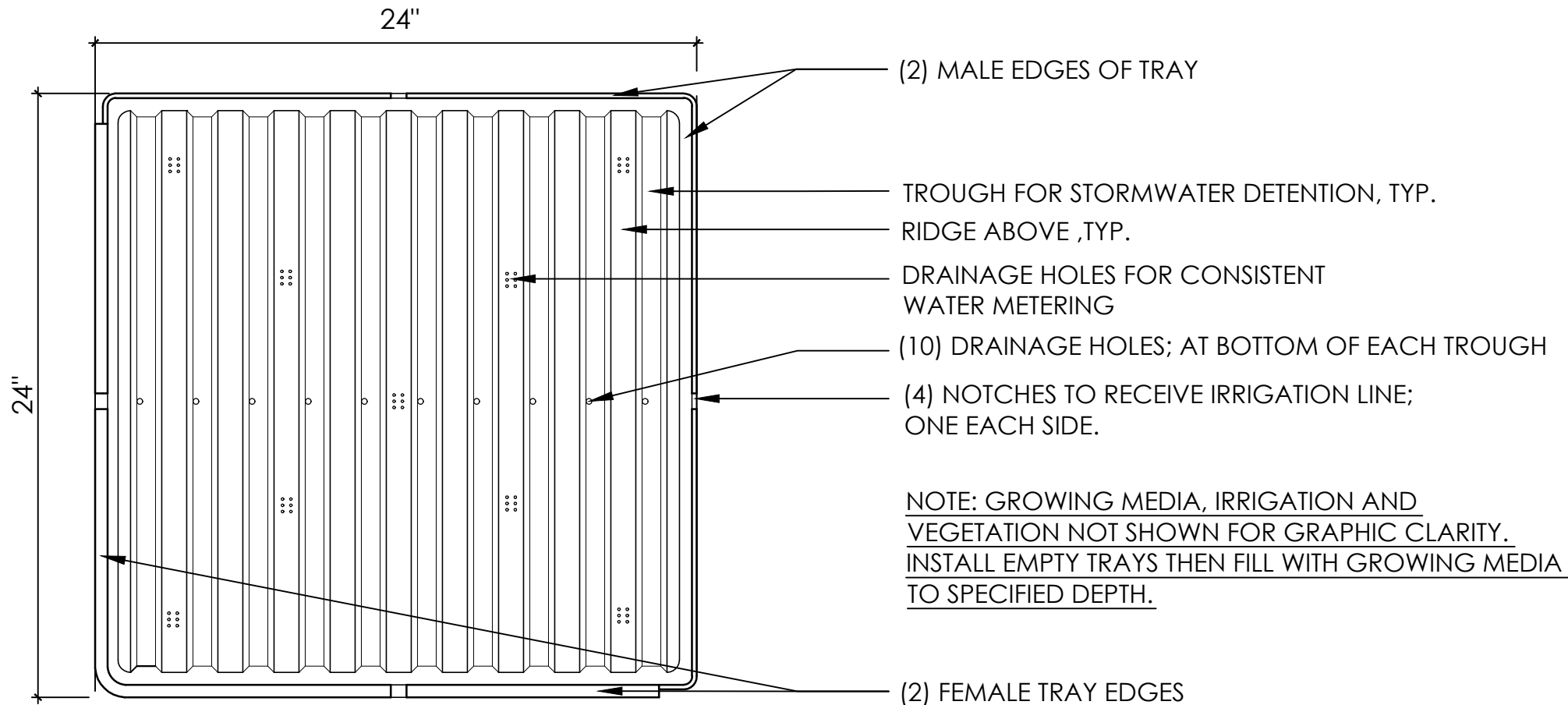


Sedum varieties used in the Standard Sedum Mat Mix:

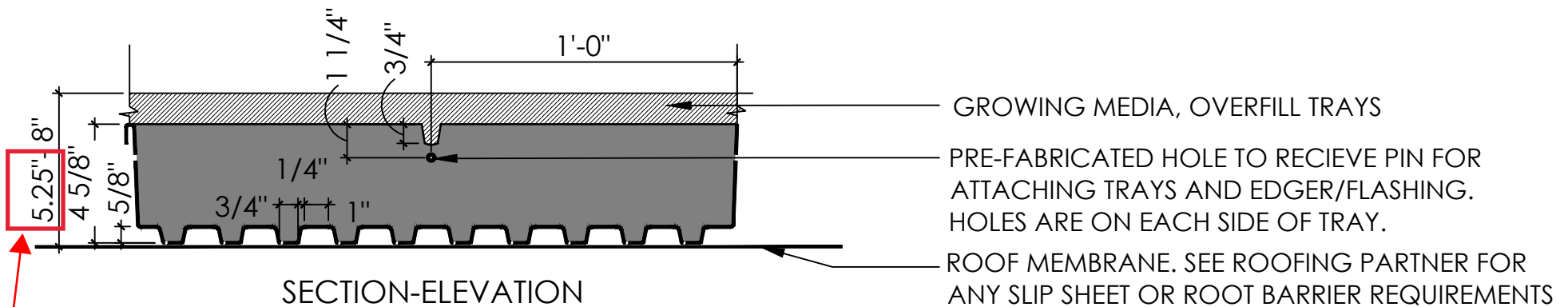
- Phedimus (aka Sedum) spurium 'Fuldaglut' (aka Blaze of Fulda, Fireglow)
- Phedimus (aka Sedum) spurium 'John Creech'
- Phedimus (aka Sedum) spurium 'Red Carpet'
- Phedimus (aka Sedum) kamtschaticum
- Phedimus (aka Sedum) kamtsch. 'Variegatum'
- Phedimus (aka Sedum) takesimensis 'Golden Carpet'
- Sedum acre 'Aureum'
- Sedum acre 'Gold Moss'
- Sedum album 'Coral Carpet'
- Sedum album 'Murale'
- Sedum Stefcu
- Sedum floriferum 'Weihenstephaner Gold'
- Sedum reflexum 'Blue Spruce'
- Sedum rupestre 'Angelina'
- Sedum sexangulare
- Sedum x Immergrunchen



Shop Drawings



PLAN VIEW



SECTION-ELEVATION

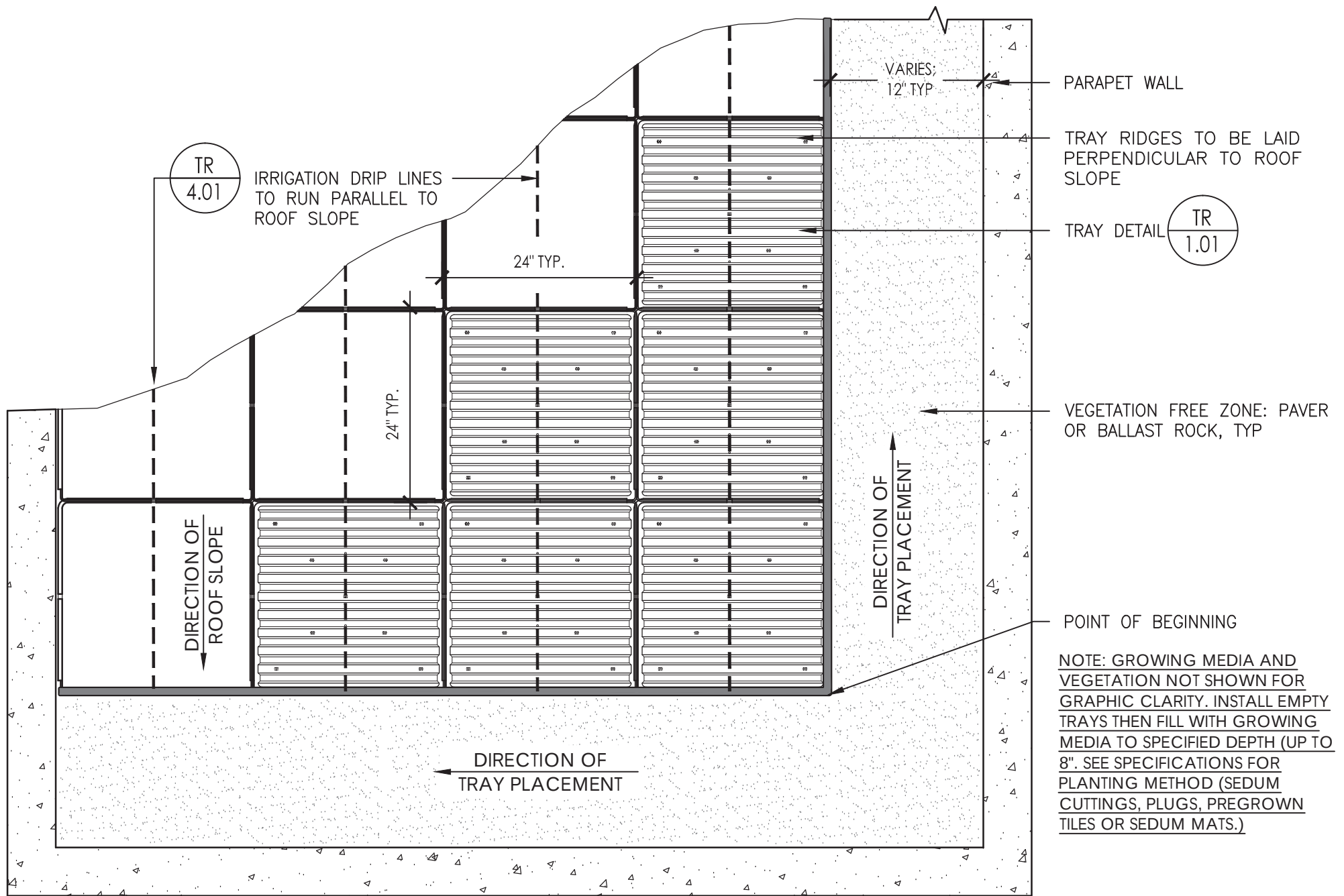
**COLUMBIA
GREEN**
TECHNOLOGIES®

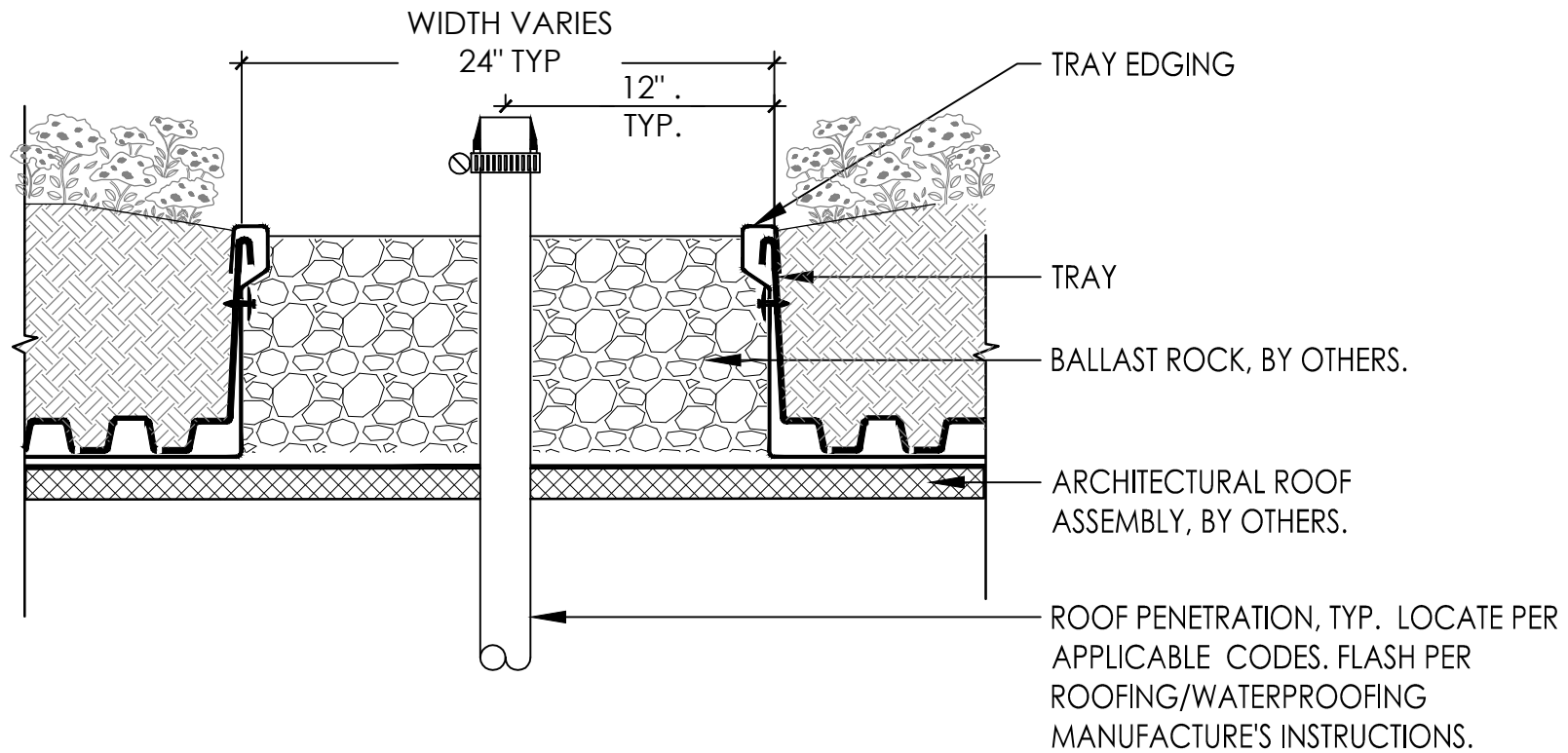
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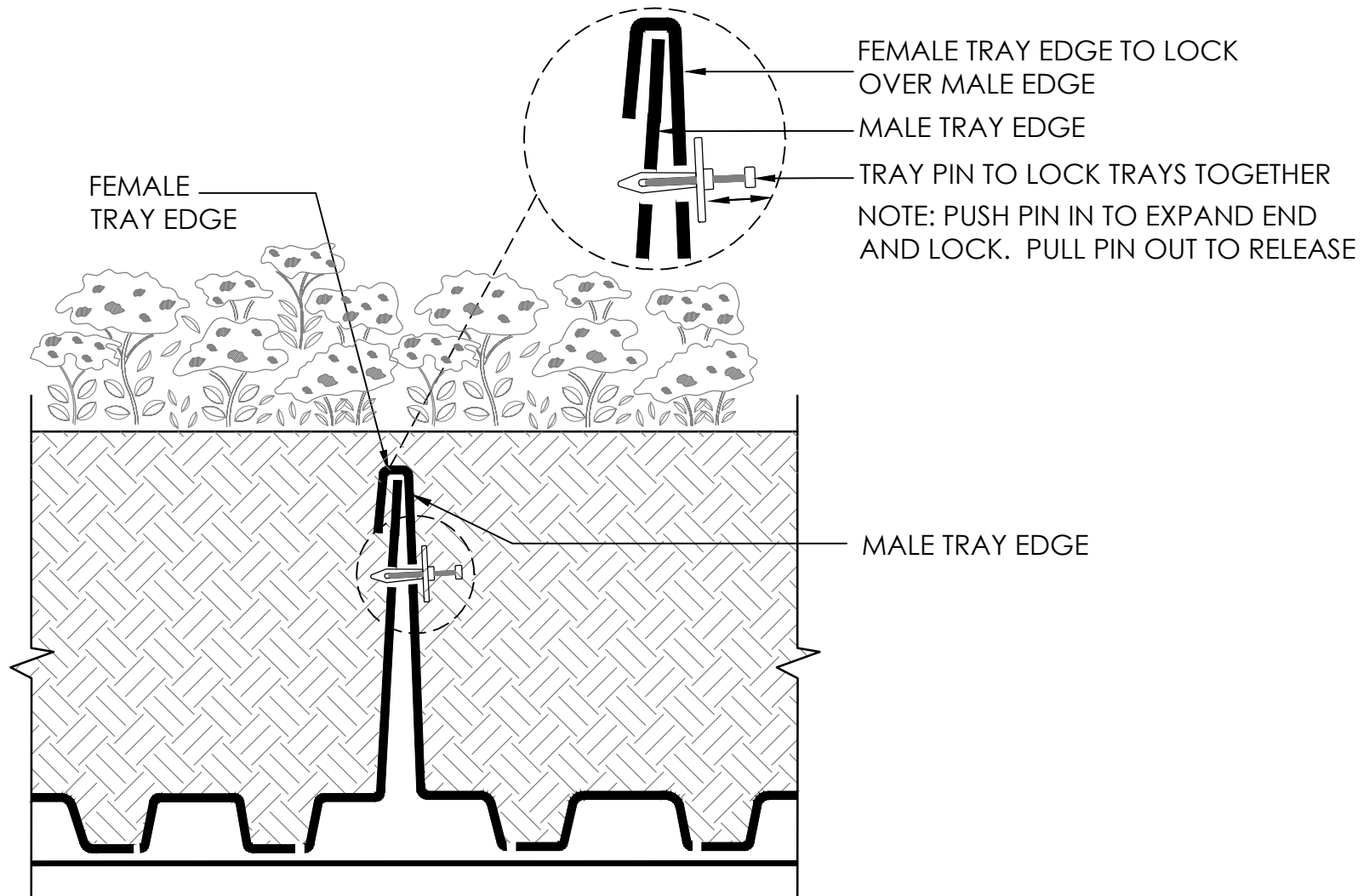
PLANTED-IN-PLACE TRAY SYSTEM

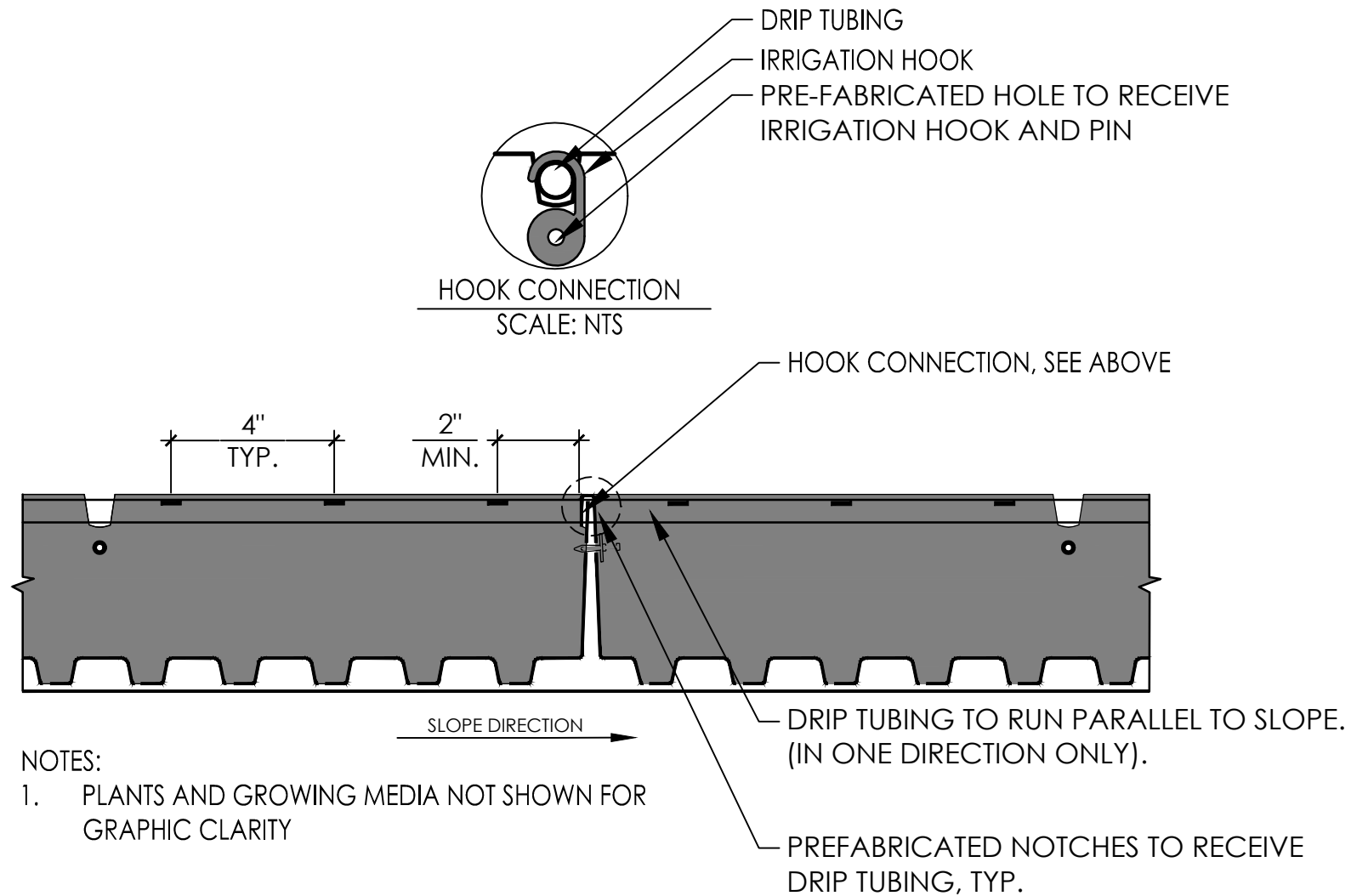
PLANTED-IN-PLACE TRAY

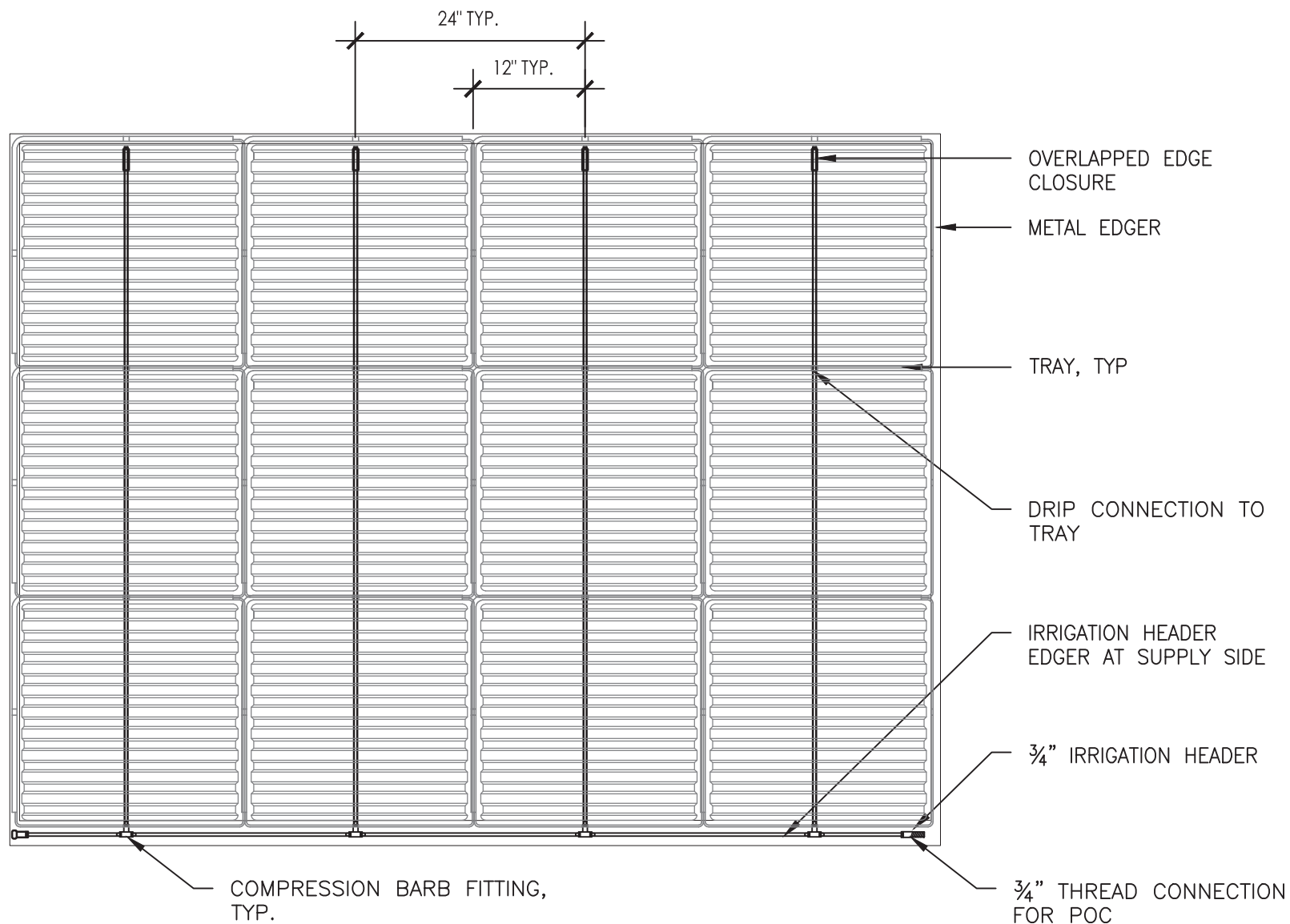
DETAIL SCALE: 2"=1'-0"

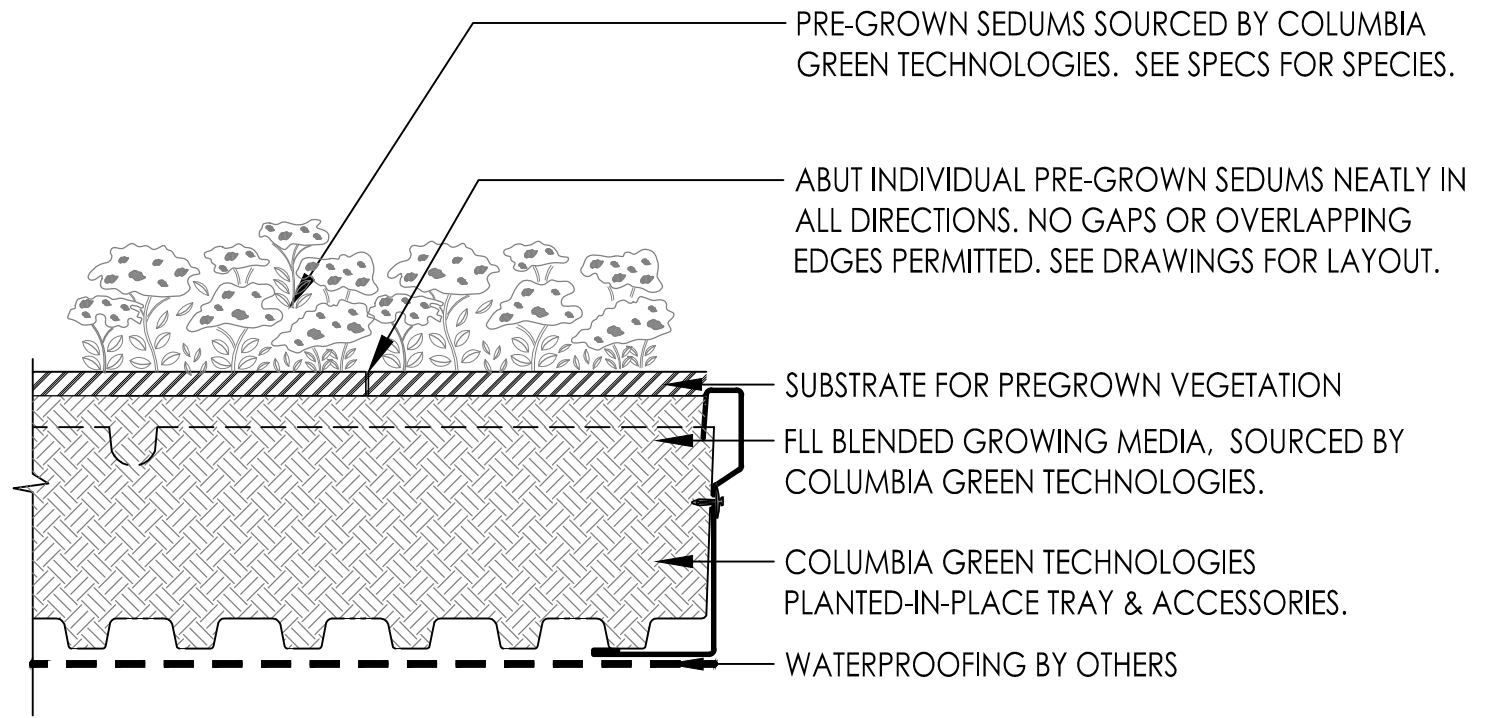














Installer Certification



CERTIFIED INSTALLER *of* **GREEN ROOFING**

JLK Contracting, Inc

This installer has received advanced training in the best practices of Green Roofing and is hereby recognized as a Certified Installer of the comprehensive green roof solutions provided by Columbia Green Technologies.

Robert Littleton

Robert Littleton, Program Manager



Maintenance Data

Green Roof Maintenance

Welcome

Thank you for purchasing a green roof from Columbia Green Technologies. We have compiled the enclosed recommendations for successful establishment of your roof and ongoing maintenance activities thereafter. Health, vigor and beauty of the roof can be increased by careful attention to these guidelines. Please note that this is general information and that every roof will require customized care. If you require technical assistance please contact us at info@columbia-green.com or (503) 327.8723.



Contents

Introduction	3
Documentation	
About this System	
Maintenance Providers	
Warranty Provisions	
Safety Notes	
Green Roof Components	5
Vegetation	
Growing Media	
Underlayment: Tray and/or Layered System	
Post-Installation Inspection	6
Establishment Period- <u>The first growing season is critical!</u>	7
Watering	
Weather	
Site Visits	
Ongoing Maintenance Activities	8
Inspection of Vegetation-Free Zones	
Debris Removal	
Weed Control	
Deadheading	
Irrigation	
Fertilization	
Trouble-shooting	11
Plant Coverage	
Reference Materials	13
Average First and Last Frost Dates	
Glossary of Terms	
Appendix	14
Sample- Post-Installation Inspection Checklist	
Sample- Establishment Period Log	
Sample- Ongoing Maintenance Log	
Sample- Annual Inspection Checklist	

Introduction

The green roof offers many benefits to this building and the larger environment. Green Roofs have been shown to:

- Reduce heating and cooling costs
- Extend the life of the roof membrane by 2x-3x
- Provide on-site stormwater management
- Increase rents/decrease turnover in commercial buildings
- Provide Habitat and Reduce Urban Heat Island effects

The green roof will no-doubt generate lots of interest, so it is important to create a site-specific maintenance plan to keep it looking and functioning properly. WHILE EXTENSIVE* GREEN ROOFS ARE GENERALLY CONSIDERED 'LOW MAINTENANCE' LANDSCAPES, THEY DO REQUIRE SPECIALIZED CARE AT REGULAR INTERVALS, ESPECIALLY DURING THE PERIOD OF ESTABLISHMENT. IN CONTRAST, GARDEN-LIKE INTENSIVE* GREEN ROOFS WILL REQUIRE A LEVEL OF MAINTENANCE COMPARABLE TO AT-GRADE LANDSCAPES. This document is intended to be a resource for the creation of a maintenance plan and for documenting the activities. Because a green roof is a living system, the maintenance plan may require a certain amount of modification over time as the roof matures and you come to know its idiosyncrasies.

**If you aren't familiar with these terms, check out the glossary at the back.*

Documentation

Consistent, high-quality documentation of maintenance activities is vital to a successful green roof. DIGITAL PHOTOGRAPHS SHOULD BE TAKEN EACH VISIT. Taken together, these records provide the building owner, maintenance contractor and manufacturer with a valuable record should problems ever arise. Being able to demonstrate that maintenance was performed in accordance with warranty specifications is vital to ensuring that repairs or replacements are covered as intended. **SAMPLE FORMS CAN BE FOUND IN THE APPENDIX**

MINIMUM RECOMMENDED MILESTONES TO DOCUMENT

Final Project Completion

Establishment Period

Monthly Maintenance Reports

Annual Inspections

About this System.

Use this space to record basic roof info for future reference.

Manufacturer:	Columbia Green Technologies
Warranty Period:	_____
Green Roof Installer:	_____
General Contractor:	_____
Date of Installation:	_____
Initial Maintenance Period thru:	_____
Long Term Maintenance Provider:	_____
System Type (Tray or Layered System):	_____
Depth of Growing Media:	_____
Irrigation System, if provided:	_____

Maintenance Providers

The green roof installer frequently covers maintenance of the roof for a period of time specified by the contract documents. After this period (ranging from anywhere from 30 days to 6-months or even 1-year) ends, it is up to the owner to maintain the roof. This may be accomplished by hiring a landscape maintenance contractor that specializes in green roofs, or by in-house groundskeepers. If you choose to hire an outside maintenance contractor you will want to make sure that they are experienced in maintaining green roofs.

How much should I budget?

THE LEVEL OF MAINTENANCE DEPENDS GREATLY ON THE OWNER'S EXPECTATIONS, SO IT IS IMPORTANT THAT ALL PARTIES ARE IN ALIGNMENT FROM THE START. For example, some owners desire a green roof that looks green and highly manicured at all times. Other owners will be more tolerant of a naturalistic roofscape that is allowed to, for example, go dormant certain times of the year. It often depends on the visibility of the green roof.

Significant factors influencing maintenance cost are travel time, overall green roof size, & accessibility to the roof. Complexity in design doesn't play that much of a role unless you have different plant mixes that need to stay bound within a certain delineation which is not separated by a physical barrier such as an edger or a planter wall.

At a minimum, you should plan for (8) ongoing maintenance visits per year. Some people say this translates into approximately \$.50/Square Foot/Year, although this obviously depends on labor rates in your area.

Warranty Provisions

There are several types of green roof warranties. It is important to understand the terms, conditions and exclusions that apply to your warranty, if applicable. Please read through your warranty (a separate document).

Full System Warranty

Covers the manufactured green roof components for a specified period (often 20years). Excludes overburden removal and repair of the roof membrane system. Typical offered as a direct Columbia Green Technologies sale. Extended overburden warranty may be purchased separately.

Single-Source Warranty

Covers the roof membrane system and the green roof components for a specified period (often 20-30years). Typically offered through the roofing manufacturer.

Extended Plant Warranty

A separate extended plant warranty may be purchased to cover the ability of the green roof vegetation to thrive and achieve a certain coverage during a specified period of time (often within 2 years of installation). Documentation of maintenance activities is required- please see the terms and conditions for specifics.

Safety Notes

Maintenance staff should review safety precautions prior to starting any work. Rules differ according to state or local regulations and type of use. It is extremely important that these access and safety standards are adhered to for the life of the roof and future maintenance and performance verification. OSHA 29 CFR 1910 Subpart D (General Industry Standards) and 29 CFR 1926 Subpart M, N, X, V and CC (Construction Standards) are the U.S. Federal standard and can provide guidelines to accessibility and safety requirements. In Canada, labor safety is under provincial jurisdiction.

Green Roof Components

The Green Roof contains the following components:

Growing Media- An engineered, lightweight soil.

Vegetation

Plant species vary from project to project. Consult the original project drawings for the plant list. An intensive garden-like roof is usually planted with 4" pots, 1-gallon, or 2-gallon containers of nursery stock plant material. An extensive sedum-based green roof may be planted using the following methods:

Unrooted Sedum Cuttings
Sedum Plugs
Pregrown Sedum Tiles
Nursery-Grown Trays

The Green Roof may contain one or both of the following systems:

Tray System

2'x2' Polypropylene Trays
Pins
Metal Edging
Drip Irrigation (Optional)

Layered System aka Built-in-Place System

Drainage Layer- (Black) Polypropylene Matrix
Filtration Layer- (Gray) Spun-bond polyester fabric.
Water Retention- (White) Non-woven polyester fibers
Metal Edging

Post-Installation Inspection

Final Inspection and Acceptance

Make arrangements for final inspection of the installed green roof within 14 days following Substantial Completion with owner, architect, contractor, installer, and others as requested to be present.

- Verify conformance to Manufacturer's instructions and warranty provisions and identify any and all issues that may impact the establishment of a healthy vegetative roof system.
- The owner will assume maintenance and care of vegetated roof try system following acceptance, except as modified by a maintenance service agreement.
- All pertinent and valid information regarding this inspection shall be documented and submitted to the warranty provider.

Establishment Period

The establishment period is the first full summer growing season following planting. Careful watering and attention to your new green roof system especially during the first two months and the first full growing season after installation is key to maintaining a healthy roof and heading-off maintenance difficulties down the road. If you have any concerns, please contact your Columbia Green representative or Green Roof Contractor. **Remember: An ounce of prevention is worth a pound of cure!**

Installation Season:	Establishment Period:
Fall	Spring and Summer of the following Year
Winter	Spring and Summer of the following Year
Spring	Until onset of cool fall weather
Summer	Through summer of the following year

Watering during Establishment

The amount of water required during the establishment period depends on the planting technique and the current weather conditions. Water may be applied via an automatic irrigation system (recommended), or by hand-watering. *Columbia Green recommends irrigation as a management tool during the establishment period and prolonged hot dry weather.*

Below are some recommendations for establishment during mild weather.

Sedum Cuttings

- Overhead watering twice daily for the first two (2) weeks
- Once a day for the third week
- Once a week for the next four (4) weeks
- For the duration of the establishment period: As-needed, check weekly.

Sedum Plugs

- Once a week for the first four (4) weeks
- For the duration of the establishment period: As-needed, check at least weekly.

Pregrown Sedum Tiles

- Once a week for the first four (4) weeks
- For the duration of the establishment period: As-needed, check at least weekly.

Nursery-Grown Trays

- Once a week for four (4) weeks
- For the duration of the establishment period: As-needed, check at least weekly.

But if at any time the plants are wilting, it is time to irrigate!

Extreme Weather

PROLONGED HOT DRY WEATHER is generally defined as periods of 75 degree weather, with less than 1 inch of rainfall per month. This “ballpark” time period will likely be less if the temperatures are hotter, or on sloping roofs and roofs exposed to persistent winds or reflected sunlight. Such conditions can dry out the soil and cause the plants to go dormant, or in extreme cases, to dry up and die.

Inspections

During establishment, it is important to check on your green roof frequently to ensure that the automatic irrigation system (if installed) is functioning properly, to hand-water (if necessary), and to keep tabs on weed germination. Remember to document your activities! A sample form can be found in the appendix.

Ongoing Maintenance Activities

After the initial establishment period outlined in the previous section, the roof will become more mature and resilient due to a strong root system and vegetation that is acclimated to the local climate. Therefore, maintenance activities will become more focused on upkeep and observation, especially during the active spring and summer growing seasons. VISITS MIGHT OCCUR MONTHLY, AND ALSO FOLLOWING MAJOR WEATHER EVENTS (HEAVY RAINFALL OR HIGH WINDS) WHEN IT IS NECESSARY TO DOUBLE CHECK THAT DRAINS HAVE NOT BECOME OBSTRUCTED. The following activities should be part of an ongoing maintenance regimen:

Inspect Vegetation-Free Zones

Vegetation-free zones (VFZs) are typically found at green roof perimeters and around roof penetrations to prevent vegetation from encroaching on at sensitive points. They may be delineated with metal edging and filled with aggregate. All VFZs, including roof drains should be inspected at least every two weeks. Errant green roof vegetation *and* any debris (pebbles, sticks, leaves, trash, etc.) should be removed from the drainage system and drain paths in order for the roof drains to function properly. Impaired drainage is a very serious condition; not only can it lead to damaged or dead plants, but it can cause serious damage to the roofing system, add structural loads beyond the building's design limits, and may ultimately lead to structural failure.

Remove Debris

Remove trash, pebbles, sticks, fallen leaves etc. from the green roof on a regular basis, as they can smother the green roof plants.

Control Weeds

Take care to address any weeding issues during the first few months of establishment, and during the first year of growth to coverage. During your monthly inspections, be sure to check for weeds and remove any that you find. REMOVING TREE SEEDLINGS IN A TIMELY MANNER IS VERY IMPORTANT TO PREVENT THEIR STRONG ROOT SYSTEMS FROM COMPROMISING THE WATERPROOFING SYSTEM. Once the green roof grows into a dense cover, weed germination will become less significant. Occasionally, perennial weeds like clover can become problems if not removed quickly. In those circumstances, a careful, spot-spray of a glyphosate herbicide may be used. Care should always be taken to prevent weeds from setting seed.

Deadhead

Most sedum species flower in the spring or summer. Spent flower stalks may remain throughout the fall and winter. While they pose no danger, they may not be aesthetically desirable. You may choose to “deadhead” – trim off spent flowers by hand or with scissors or pruners – as necessary.

Check Irrigation/Moisture Levels

GENERALLY SPEAKING, IT IS BETTER TO USE THE MINIMUM AMOUNT OF IRRIGATION NECESSARY, AS DRY SOIL ENCOURAGES TOUGHER GREEN ROOF PLANTS THAT RESIST EXTREMES.

The irrigation system, whether drip or overhead spray, should be visually inspected at each visit to ensure that it is functioning properly. Check all valve locations and joints to look for signs of leaks or breaks in the piping. Visually inspect spray heads and drip emitters to ensure they have not become clogged. Check moisture levels on the roof and adjust run times on the controller if using an automatic system. Special care will be required to winterize and reactivate the system (see below).

If hand-watering, focus most of your irrigation efforts during the summer, and periods of prolonged hot dry weather. Supplemental water may not be needed during periods of rain or milder temperatures. Hotter or dryer climates may require more ongoing attention. Be prepared to irrigate during periods of extreme heat as described below.

PROLONGED HOT DRY WEATHER is generally defined as periods of 75 degree weather, with less than 1 inch of rainfall per month. This “ballpark” time period will likely be less if the temperatures are hotter, or on sloping roofs and roofs exposed to persistent winds or reflected sunlight. Such conditions can dry out the soil and cause the plants to go dormant, or in extreme cases, to dry up and die.

If the plants are wilting, it is time to irrigate.

During prolonged hot dry weather or when plants become drought stressed, supplemental water should be applied, temporarily, to re-wet the soil to the point of saturation. This will keep plants from going dormant, keep them plump and healthy so they can cover the soil effectively, and optimize their appearance. It also enhances the evaporative cooling effect of the green roof.

Thoroughly irrigating, as indicated above, will pay off significantly. Not only will the plants be healthier and fuller, bringing reduced maintenance costs, but the actual cost of irrigation is minimal compare to the energy savings derived from enhancing the evaporative cooling of the green roof.

Drip Irrigation Winterization

Step 1: When freezing weather is anticipated, simply turn off your main water supply to the irrigation system and make sure that the backflow device, valves, filter, pressure regulator, pipe, sprinklers, drip hose, and drippers are free of water.

Step 2: After the main water supply is shut down, run the timer/ controller through its normal watering cycle. This will allow each of the valves to open and relieve water pressure on the main line and valves. Allow the lines to drain slightly. After the timer/controller runs through its cycles, turn the controller off, or to Rain Off position.

Step 3: Ensure that all exposed pipe is wrapped with insulating tape. The insulation should cover everything exposed up to the risers; however, it is unnecessary to wrap sprinkler heads or hose bibs.

Step 4: Through the height of winter leave the system off and drained. If needed, water the green roof with a hose only. In most cases, there is enough moisture from rain to sustain the plants during the winter.

Drip Irrigation Spring Startup

Step 1: After the last frost danger has passed and you are ready to turn on the system in the spring, the first step is to flush it out. During the winter small insects may take up residence in the emitters, tubes and pipes. Open the ends of drip tubes and flush them out by turning on the water. Make sure that standing water doesn't drain back into the pipes, taking dirt back in with it.

Step 2: After flushing, check the system out by running it. Look for clogged emitters or nozzles, check for leaking valves and make any necessary repairs.

Step 3: Check the controller to ensure that it is properly programmed for each station. If it has a back-up battery replace it with a fresh one.

Overhead Spray Winterization and Spring Startup

If you have spray (overhead) irrigation it has been provided by another manufacturer. Please consult the manufacturer or alandscape contractor for their recommendations.

Fertilizing

An established green roof should need little if any fertilizer, but there may be merit in fertilizing in small amounts to encourage faster establishment. All fertilizers can be water pollutants, so care should be used to keep fertilizer applications to a minimum. Also, excessive fertilizer encourages soft growth, which is more vulnerable to damage from drought or temperature extremes. It is better to use slow release and balanced organic fertilizers, with one application in the spring being adequate. And never fertilize during fall. It too may stimulate tender growth and compromise the hardiness of the plant material.

Sedums do not require high levels of fertility to do well. Maintaining a green roof in a state of low fertility, after establishment, also discourages weed growth.

Trouble-shooting

Plant Coverage Expectations

Here is a growth chart that details the extent of growth you should expect within the first several years of owning your new green roof system. COVERAGE DEPENDS ON THE METHOD OF INITIAL PLANTING.

Coverage	Per square foot	After one full year	After two full years	After three years
72 Cell Plugs	2	60%	80%	90%
	2.4	70%	85%	95%
	3	75%	90%	100%
	4	80%	95%	100%
Bulk Cuttings	4# per 100 sf	25%	50%	70%
	10# per 100 sf	50%	70%	90%
	15# per 100 sf	70%	80%	95%
	20# per 100sf	80%	90%	100%
Sedum Tiles	0.5	90%	100%	100%

If your roof does not meet these guidelines, follow the irrigation and fertilizing recommendations above.

Reference Materials

Average First and Last Frost Dates

Most green roof maintenance activities will fall between these two dates. It is also important to keep these dates in mind when planning for irrigation winterization. This list is not exhaustive, for other locations visit: www.plantmaps.com

Location	Average First Frost	Average Last Frost
Baltimore, MD	Nov 11 – Nov 20	Mar 21 – Mar 31
Boston, MA	Nov 1 – Nov 10	April 11 – April 20
Chicago, IL	Oct 21- Oct 31	April 11 – April 20
Cincinnati, OH	Oct 21- Oct 31	April 11 – April 20

Nashville, TN	Oct 21- Oct 31	April 11 – April 20
New York, NY	Nov 1 – Nov 10	April 1 – April 10
Philadelphia, PA	Nov 1 – Nov 10	April 1 – April 10
Portland, OR	Nov 21 – Nov 30	Feb 21 – Feb 29
San Francisco, CA	Rare	Rare
Toronto, Ontario	Nov 1- Nov 10	April 11 – April 20
Vancouver, B.C.	Nov 5th	March 21- March 31
Washington, D.C.	Nov 1- Nov 10	April 1 – April 10

Glossary of Terms

Intensive- A green roof system with a growing medium depth of 6” or more.

Extensive- A green roof system with a growing medium depth of 6” or less.

Growing Media- An engineered combination of organic and inorganic matter than anchors vegetation on a green roof, drains water from the roof, and sustains plant growth.

Establishment Period- The period of time during which the green roof grows in and acclimates to the particulars of a given rooftop environment. Particular care should be given through the first complete growing season.

Ongoing Maintenance- Maintenance that occurs after the establishment period.

Green Roof- An assembly consisting of a deck, waterproofing system (membrane, associated components), root barrier, drainage layer, filter layer, growing medium and vegetation.

Overburden- A term used to refer to anything placed on top of the membrane. i.e. growing medium, vegetation, ballast, etc.

Compaction- Light compression of growing media used to increase growing media density.

Sedum/Succulent- A water-retaining plant that has evolved in arid climates and soils and frequently used on green roofs.

Flashing- The system used to seal the edges of a membrane at walls, expansion joints, drains, gravel stops, and other areas where the membrane is interrupted, penetrated or terminated.

Layered Green Roof System- (also Built-up or Loose-Laid) A green roof which is constructed with one component (drainage, filtration, water retention) installed upon the next.

Vegetation-Free-Zone- An area of the green roof that is designed to be kept free of vegetation. Examples include around drain, vents, HVAC units, etc.

Weed- Any unwanted plant.

POST-INSTALLATION CHECKLIST

Date:

Participants:

Weather Conditions:

Yes	No	N/A	Plants
			Plants are green and appear to be healthy
			Plants show no signs of wilting or stress
			Pregrown trays or tiles meet specified coverage (usually 80%+)
			Plugs are showing evidence of root growth and are spaced appropriately
			Cuttings (if used) show evidence of root and leaf growth
			Minimal weed presence
			Growing Media
			Depth is commensurate with quoted level
			Growing media is even and level
			Growing media has been lightly compacted
			Loose growing media has been cleaned from walkways and other roof surfaces
			Irrigation
			Water source is 'on'
			Backflow Prevention device is in place and has been tested
			Each zone has been tested and is performing as designed
			Automatic controller has been programmed
			Drip emitters are unclogged
			Overhead spray nozzles are 'popping'
			If hand watering, a hose-bib and hose are available
			Metal Edgers
			Pieces are fitted together correctly
			No gaps are present
			Tray edging (if used) conceals tray edges
			Corners are properly formed
			Trays (if installed)
			Fitted together in interlocking fashion for monolithic installation
			Pins, where used, are properly secured. (Post-planted Trays Only)
			Layered Components (if installed)
			Filter Fabric turned up at all sides, inside and below height of edge flashing
			Drainage
			Water flows under the system to drains/scuppers/gutters
			Vegetation-Free-Zones around drains and at perimeters are free of potential obstructions
			Maintenance
			Debris (leaves, trash and other non-garden materials) have been removed
			A maintenance plan is in place
			Digital Photography
			Document any areas of concern and average conditions.
Other Notes:			

Establishment Period Log

Instructions: Refer to the [ESTABLISHMENT PERIOD](#) and [ONGOING MAINTENANCE](#) sections of the Green Roof Maintenance Guide for recommendations on plant establishment and general care. Record your activities and observations below. You may wish to make additional blank copies, as needed.

Initial Date of Green Roof Installation:

This log pertains to the following Dates:

Work Overseen by:

Weekly Visit #: (Or daily visits if establishing cuttings) Indicate Date of visit	Example: 07/01	1	2	3	4	5	6	7
Conditions During past week: (Indicate all that Apply) M = Mild C = Cold R = Rain D = Dry W = Windy	M, D							
Moisture Levels Checked?	✓							
Water Applied? (if needed)	✓							
Vegetation Free Zones Inspected?	✓							
Debris Removed?	✓							
Weeds Removed?	✓							
Digital Photos Taken?	✓							
Any Concerns Noted? (If so, document separately)	No							
Work By:	EK							

Report Authored By: _____

Issue Date: _____

Ongoing Maintenance Log

Instructions: Refer to the [ONGOING MAINTENANCE](#) section of the Green Roof Maintenance Guide for recommendations on general care. Record your activities and observations below. You may wish to make additional blank copies, as needed.

This log pertains to the following Dates:
Work Overseen by:

Visit Date:							
Conditions During past week: (Indicate all that Apply) M = Mild C = Cold R = Rain D = Dry W= Windy							
Moisture/ Irrigation System Checked?							
Water Applied? (if needed)							
Vegetation Free Zones and Drains Inspected?							
Debris Removed?							
Weeds Removed?							
Spent Flowerheads Deadheaded?							
Digital Photos Taken?							
Any Concerns Noted? (If so, document separately)							
Work By:							

Report Authored By: _____
Issue Date: _____

Annual Inspection

Instructions: Complete this form on the yearly anniversary of the green roof installation. Record your observations and any corrective actions below. You may wish to make additional blank copies, as needed.

Inspection Date:

Work Overseen by:

Note the condition of the following items and take corrective action as needed:

Yes	No	N/A	Plants
			Plants are green and appear to be healthy; Neat and Tidy Appearance
			Plants show no signs of wilting or stress
			Plants appear to have adequate available nutrients
			Plants meet coverage expectations. Please note the Estimate % Coverage:
			Minimal weed presence
			Growing Media
			Growing media is even and level
			Growing media is not migrating into Vegetation Free Zones
			Loose growing media has been cleaned from walkways and other roof surfaces
			Irrigation
			Water source is 'on'
			Backflow Prevention device is in place and testing is up-to-date.
			Each zone has been tested and is performing as designed
			Automatic controller is properly programmed
			Drip emitters are unclogged
			Overhead spray nozzles are 'popping' and coverage is complete
			If hand watering, a hose-bib and hose are available
			Metal Edgers
			Pieces are fitted together correctly
			No gaps are present
			Tray edging (if used) conceals tray edges
			Corners are properly formed
			Trays (if installed)
			Fitted together in interlocking fashion for monolithic installation
			Pins, where used, are properly secured. (Post-planted Trays Only)
			Layered Components (if installed)
			Filter Fabric turned up at all sides, inside and below height of edge flashing
			Drains
			Water flows under the system to drains/scuppers/gutters
			Free from potential obstructions

Report Authored By: _____

Issue Date: _____

			Vegetation-Free-Zones: Clear of Roots and Debris
			Perimeter Zones
			Penetrations (Vent Pipes, etc.)
			HVAC Equipment
			Abutting Vertical Surfaces
			Exposed Roof Membrane
			Maintenance
			Debris (leaves, trash and other non-garden materials) have been removed
			A maintenance plan is in place. Make adjustments as needed.
			Digital Photography
			Document any areas of concern; average conditions.

Note additional Supplies/Actions Needed.

Yes	No	N/A	Additional Supplies Needed
			Replacement Growing Media
			Additional Trays, Layered components or edgers
			Supplemental Drain Rock or Aggregate
			Pavers
			Replacement Plants: Plugs, Cuttings, Tiles

Actions	Done in the past year? Note Date	To Be Completed in the Upcoming Year?
Soil Testing/ Monitoring		
Slow-Release Fertilizer Application		
Pesticide Application- Proceed with Caution!		
Herbicide Application- Proceed with Caution!		
Replanting		

Notes:

Report Authored By: _____
Issue Date: _____



Green Roof Warranty

STANDARD LIMITED WARRANTY ON MATERIALS

Building Owner:	
Building Name:	
Building Address Line 1:	
Building Address Line 2:	
System(s) Installed:	
Date of Installation:	
Installer:	
Warranty Period:	

Limited Warranty

Columbia Green Technologies, Inc. ("CGT") warrants to the end purchaser on whose property the CGT system is installed (the "Owner") that the plants, growing media, and irrigation components sold by CGT to Owner will: (a) meet quality standards customary in the industry; and (b) conform to any specifications agreed to by CGT in writing. The Owner is required to inspect all materials immediately upon receipt and notify CGT of concerns regarding the quality or condition of the material delivered to the site. Once delivery has occurred, the Owner has (3) business days to document and report any damage to CGT and request replacement. Once (3) business days have elapsed without notification, it is assumed that the plant material, irrigation components and growing media have been accepted. CGT is not responsible for replacement of components where damage or defects are due to improper storage, handling or delayed installation on the part of the installer.

CGT warrants to the Owner that all green roof "hard parts" supplied by CGT (i.e., Planted-In-Place Trays, Pre-grown Trays and Layered Green Roof Systems), when installed in accordance with CGT's technical specifications by an approved CGT installer, will be free from defects in materials and workmanship for the warranty periods set forth below.

- a. The Planted-In-Place Tray system, including hooks, pins, and edge metal (if purchased) is warranted against material defects and photo degradation for a period of (20) years, or the duration of the membrane manufacturer's warranty, whichever is less.
- b. The Pregrown Tray system, including pins, and edge metal (if purchased), is warranted against material defects and photo degradation for a period of (20) years, or the duration of the membrane manufacturer's warranty, whichever is less.
- c. The Layered system, including drainage-filter layer, water retention layer, and edge metal (if purchased), is warranted against material defects and photo degradation for a period for a period of (20) years, or the duration of the membrane manufacturer's warranty, whichever is less.

For the foregoing warranty to apply, engineered growing media and plants used in conjunction with the trays and/or layered system must be purchased from CGT or an authorized CGT supplier. This is for quality control purposes and to ensure the integrity of the underlying green roof system.

Additional Warranty Coverage

The Owner may elect to purchase separately and at additional cost Overburden Warranty (removal and reinstallation of the green roof system in the event of a roof leak) and/or Extended Plant Warranty (plant replacement coverage) at the time of purchase of the primary green roof components.

Disclaimers, Limitations and Exclusions

THE FOREGOING WARRANTIES SHALL NOT APPLY, AND CGT SHALL HAVE NO LIABILITY FOR, DEFECTS OR NONCONFORMITIES CAUSED BY ANY OF THE FOLLOWING:

- FAILURE TO INSPECT COMPONENTS FOR DEFECTS IMMEDIATELY UPON DELIVERY.
- FAILURE TO INSTALL THE GREEN ROOF SYSTEM AND COMPONENTS IN A TIMELY FASHION AND IN ACCORDANCE WITH THE CGT TECHNICAL SPECIFICATIONS.
- ENGINEERED GROWING MEDIA OR PLANTS NOT PURCHASED FROM CGT.
- FAILURE OF THE OWNER TO PROVIDE AN FLL-APPROVED ROOT BARRIER BELOW THE GREEN ROOF SYSTEM.
- FAILURE OF THE OWNER TO PROVIDE REASONABLE CARE AND MAINTENANCE OF THE GREEN ROOF SYSTEM FOR THE DURATION OF THE LIMITED WARRANTY PERIOD, ESPECIALLY TO ENSURE THAT PLANTS AND ENGINEERED GROWING MEDIA COVER THE UNDERLYING GREEN ROOF SYSTEM AS DESIGNED.

THE FOREGOING WARRANTIES SHALL NOT APPLY, AND CGT SHALL HAVE NO LIABILITY FOR, DEFECTS OR NONCONFORMITIES UNLESS THE OWNER PROVIDES CGT WITH WRITTEN NOTICE OF THE DEFECT OR NONCONFORMITY WITHIN 30 DAYS OF DISCOVERY.

IN NO EVENT SHALL CGT HAVE ANY RESPONSIBILITY FOR DAMAGE TO OR DEFECTS IN THE ROOF MEMBRANE SYSTEM BELOW THE GREEN ROOF SYSTEM.

IN THE EVENT THE ROOF MEMBRANE SYSTEM REQUIRES REPAIRS THAT NECESSITATE TEMPORARY DISPLACEMENT OF CGT'S GREEN ROOF SYSTEM, THE OWNER MUST GIVE WRITTEN NOTICE TO CGT AT LEAST 30 DAYS PRIOR TO COMMENCEMENT OF REPAIRS, IN WHICH EVENT CGT WILL ADVISE THE OWNER OF THE METHOD OF REMOVAL AND REINSTALLATION. ANY SUCH REMOVAL AND REINSTALLATION SHALL BE AT THE OWNER'S EXPENSE. ANY REMOVAL OF THE GREEN ROOF SYSTEM OTHER THAN IN ACCORDANCE WITH THIS PARAGRAPH WILL VOID THIS STANDARD LIMITED WARRANTY.

CGT IS NOT RESPONSIBLE FOR DAMAGE CAUSED BY REMOVAL AND REPLACEMENT OF ANY OVERBURDENS, OVERLAYS, OR SUPER STRATA, EITHER PERMANENT OR TEMPORARY, AS NECESSARY TO EXPOSE THE SYSTEM FOR INSPECTION AND/OR REPAIR.

CGT shall have no obligation under this Limited Warranty or otherwise for damage to the green roof system caused by:

- a. Natural forces, disasters, or acts of God including, but not limited to winds in excess of 55 MPH, fires, reflected light or heat, hurricanes, tornadoes, hail, wind-blown debris, lightning, earthquakes, volcanic activity, atomic radiation, insects or animals;
- b. Any act(s), conduct or omission(s) by any person, or act(s) of war, terrorism or vandalism, which damage the System or which impair the System's ability to perform as designed;
- c. Failure by the Owner to use reasonable care in maintaining the System including proper hydration and annual maintenance of the growing medium (such maintenance to include, but not be limited to, those items listed on the Columbia Green Maintenance Guidelines).
- d. Deterioration or failure of other building components, including, but not limited to, the roof membrane, roof insulation and structural substrate, walls, mortar, HVAC units, penetrations and other systems that may affect the suitability of the CGT system.
- e. Condensation or infiltration in, through, or around the walls, copings, rooftop, hardware or equipment, building structure or underlying or surrounding materials;
- f. Any acid, oil, harmful chemical, chemical or physical reaction and the like which comes in contact with the Green Roof System, which damages the System, or which impairs the System's ability to resist proper growing, filtration and protection of the roof membrane below or damage to any component of the green roof system.
- g. Alterations or repairs to the System that are not completed in accordance with CGT's published specifications, not completed by a licensed contractor, and/or where current notification procedures were not followed;
- h. The architecture, engineering, construction, or design of the roof, roofing system, or building. CGT does not undertake any analysis of the architecture or engineering required to evaluate what type of roof system is appropriate;
- i. A change in building use or purpose;
- j. Deterioration to metal roofing materials and accessories caused by marine salt water atmosphere or by regular spray of either salt or fresh water. or
- k. Failure to give timely notice of any claim.



IN NO EVENT SHALL CGT BE RESPONSIBLE FOR ANY REPAIRS TO THE ROOF MEMBRANE SYSTEM, LEAK REPAIRS TO THE ROOF MEMBRANE SYSTEM, OR INVESTIGATION OF LEAKS OF THE ROOF MEMBRANE SYSTEM.

CGT DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT WERE NOT FURNISHED BY CGT. CGT SPECIFICALLY DISCLAIMS LIABILITY UNDER ANY THEORY OF LAW ARISING OUT OF THE INSTALLATION OF, PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY CGT.

THIS STANDARD LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CGT'S ENTIRE LIABILITY AND OWNER'S EXCLUSIVE REMEDY FOR BREACH OF THE FOREGOING WARRANTIES SHALL BE REPAIR OR REPLACEMENT OF ANY NONCONFORMING MATERIALS OR COMPONENTS, OR REFUND OF THE PURCHASE PRICE FOR SUCH MATERIALS OR COMPONENTS, IN EACH CASE AT CGT'S OPTION.

Limitation of Liability

IN NO EVENT SHALL CGT BE LIABLE FOR ANY FOR SUBSTITUTE GOODS, LOSS OF PROFIT, DAMAGE TO THE BUILDING OR ITS CONTENTS, DAMAGE TO THE ROOF DECK, OR FOR ANY OTHER SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, HOWEVER CAUSED, WHETHER BASED UPON CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, WARRANTY, OR ANY OTHER LEGAL THEORY. IN NO EVENT SHALL THE LIABILITY OF CGT EXCEED THE AMOUNT PAID FOR THE SPECIFIC PRODUCT INVOLVED.

Disputes

Any dispute, controversy or claim between Owner and CGT concerning this limited warranty shall be settled by mediation. In the event that Owner and CGT do not resolve the dispute, controversy or claim in mediation, Owner and CGT agree that neither party will commence or prosecute and suit, proceeding, or claim other than in the courts of Multnomah County in the state of Oregon or the United States District court, State of Oregon, Portland division. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.

Payments Required

CGT shall have no obligation under this standard limited warranty unless and until CGT and the licensed Installer have been paid in full for all materials, supplies, services, approved written change orders, warranty costs and other costs which are included in, or incidental to, the system. In the event that repairs not covered by this standard limited warranty are necessary in the future, CGT reserves the right to suspend this limited warranty until such repairs have been completed and the licensed applicator and/ or CGT has been paid in full for such repairs.

Transfer

This Limited Warranty shall be transferable in connection with the sale of the building on which the Green Roof System has been installed, subject to transfer procedure set by CGT.

Term

The term of this Standard Limited Warranty on Materials shall be for the period set forth above and such term shall not be extended under any circumstances.

Waiver

CGT's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Standard Limited Warranty.

Governing Law

This Standard Limited Warranty shall be governed by and construed in accordance with the laws of the State of Oregon without regard to that State's rules on conflict of laws.

Severability

If any portion of this Standard Limited Warranty is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.



Effective Date

This Standard Limited Warranty shall be effective and apply to green roof systems, effective from the date of documented installation.

Authority and Counterparts

Each person signing below represents that he or she has authority to bind Owner or CGT, as applicable. This Agreement may be executed in counterparts. Each counterpart will be considered an original, and all of them, taken together, will constitute a single agreement. Facsimile signatures will be deemed original signatures for all purposes under this Agreement. When properly signed, this Agreement may be delivered by facsimile or electronically, and any such delivery will have the same effect as physical delivery of a signed original.

THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF CGT. NO OTHER PERSON HAS ANY AUTHORITY TO BIND CGT TO ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

COLUMBIA GREEN TECHNOLOGIES, Inc.

By: _____
Authorized Officer

Title: _____

Date: _____

Owner: _____
Name of Company

By: _____
Authorized Officer

Title: _____

Date: _____

EXTENDED OVERBURDENED WARRANTY

Building Owner:	
Building Name:	
Building Address:	
Building Address:	
Project Specification:	
Date of Installation:	
Installer:	
Warranty Period:	
Warranty Cost:	

Extended Overburdened Warranty

This Extended Overburdened Warranty applies to the CGT, Inc. (here in referred to as Columbia Green or CGT) Advanced Vegetative Roof System® (AVRS®) when installed in accordance with CGT technical specifications by a certified CGT installer.

- a. Extended Overburdened Warranty (removal and replacement of the AVRS® system) is provided at the sole discretion of CGT (see the "Investigation" section below) for a period of twenty (20) years or if longer a duration consistent with the roof membrane manufacturer's warranty. **30 years**
- b. The cost for this Extended Overburdened Warranty is thirty (\$.30) cents per square foot of Installed AVRS® Tray system.
- c. **The cost for this Extended Overburdened Warranty is fifty (\$.50) cents per square foot Installed AVRS® Multilayer system.**

Limitation of Remedies and Liability

CGT's and its suppliers entire liability for the warranty period specified (Extended Overburdened Warranty paragraphs "a." above) and Owners exclusive remedy shall be limited to and at CGT's option to remove and replace the specified AVRS® system area determined to cover an identified leak.

Responsibilities

In the event any leak should occur in the roof membrane system below the AVRS® system, the owner must give notice to the respective roof membrane manufacturer or roofing applicator within 30 days of the detected leak. The roof membrane manufacture or roofing applicator must provide CGT written notice identifying the specific area of the AVRS® system covering the leak at CGT's street address, fax number or email address shown below of this Extended Overburdened Warranty, evidence of this notice shall be the receipt by owner of a CGT leak notification acknowledgement.

Investigation

If upon investigation by CGT or designate, CGT determines that the leak is not excluded under the terms, conditions and limitations set forth in the "Exclusions" section of this Standard Limited Warranty, the owner's sole and exclusive remedy and CGT's total liability shall be limited to the cost of removing and reinstalling a maximum of 60 square feet Trays of the AVRS® system per year.

Notice

CGT WILL NOT PAY FOR ANY REPAIRS TO THE ROOF MEMBRANE SYSTEM, LEAK REPAIRS TO THE ROOF MEMBRANE SYSTEM OR INVESTAGATION OF LEAKS OF THE ROOF MEMBRANE SYSTEM. THE ACTUAL REPAIR COST OF THE LEAK WILL BE THE RESPONSIBILITY OF THE OWNER OR A THIRD PARTY RELATIONSHIP WITH THE ROOFING MEMBRANE MANUFACTURE.

Should the investigation reveal that the leak is excluded under the terms, conditions and limitations of the roof membrane warranties, then the owner shall be responsible for payment of the investigation costs including removing and reinstalling the AVRS® eco-roof system. Failure by the owner to pay for these costs shall render this extended warranty null and void. CGT will advise the owner of the type and/or extent of removal and reinstallation required to be made at the owner's expense that will permit this Extended Overburdened Warranty to remain in effect for the unexpired portion of its term. Failure by owner to properly make these repairs in a reasonable manner and within 60 days from initial notice to CGT shall render this Extended Overburdened Warranty null and void.

CGT shall not be responsible for the damage caused by, removal and replacement of any overburdens, overlays, or super strata either permanent or temporary, as necessary to expose the system for inspection and/or repair.

Exclusions

CGT shall have no obligation under this Extended Overburdened Warranty, or any other liability, now or in the future if a leak or damage is caused by: Natural forces, disasters, or acts of God including, but not limited to winds in excess of 55 MPH, fires, reflected light or heat, hurricanes, tornadoes, hail, wind-blown debris, lightning, earthquakes, volcanic activity, atomic radiation, insects or animals;



- a. Any act(s), conduct or omission(s) by any person, or act(s) of war, terrorism or vandalism, which damage the System or which impair the System's ability to resist leaks;
- b. Deterioration or failure of other building components, including, but not limited to, the roof membrane, roof insulation and structural substrate, walls, mortar, HVAC units, penetrations and other systems that may affect the suitability of the AVRS® system.
- c. Condensation or infiltration in, through, or around the walls, copings, rooftop, hardware or equipment, building structure or underlying or surrounding materials;
- d. Any acid, oil, harmful chemical, chemical or physical reaction and the like which comes in contact with the Roof Membrane System or AVRS® System, which damages the System;
- e. Alterations or repairs to the System that are not completed in accordance with CGT's published specifications, not completed by licensed contractor, and/or where current notification procedures were not followed;
- f. The architecture, engineering, construction, or design of the roof, roofing system, or building. CGT does not undertake any analysis of the architecture or engineering required to evaluate what type of roof system is appropriate;
- g. a change in building use or purpose;
- h. Deterioration to metal roofing materials and accessories caused by marine salt water atmosphere or by regular spray of either salt or fresh water. or
- i. Failure to give proper notice.

Disputes

Any dispute, controversy or claim between the owner and CGT concerning this Extended Overburdened Warranty shall be settled by mediation. In the event that the owner and CGT do not resolve the dispute, controversy or claim in mediation, the owner and CGT agree that neither party will commence or prosecute and suit, proceeding, or claim other than in the courts of Multnomah County in the state of Oregon or the United States District court, State of Oregon, Portland division. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.

Payments Required

CGT shall have no obligation under this Extended Overburdened Warranty unless and until CGT and the licensed Installer have been paid in full for all materials, supplies, services, approved written change orders, warranty costs and other costs which are included in, or incidental to, the system. In the event that repairs not covered by this Extended Overburdened Warranty are necessary in the future, CGT reserves the right to suspend this Extended Overburdened Warranty until such repairs have been completed and the licensed applicator and/or CGT has been paid in full for such repairs.

Transfer

This Extended Overburdened Warranty shall be transferable subject to Owner's payment of the current transfer fee set by CGT.

Term

The term of this Extended Overburdened Warranty on Materials shall be for the period set forth above and such term shall not be extended under any circumstances.

Waiver

CGT's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Extended Overburdened Warranty.

Governing Law

This Extended Overburdened Warranty shall be governed by and construed in accordance with the laws of the State of Oregon without regard to that State's rules on conflict of laws.

Severability

If any portion of this Extended Overburdened Warranty is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.

Effective Date

This Extended Overburdened Warranty shall be effective and apply to Systems sold after January 1, 2010.

Travel Expenses

There will be an additional charge of \$1,500.00 each time a CGT representative is required for onsite inspections or other issues related to the project.

Notice

CGT DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT WERE NOT FURNISHED BY CGT, Inc. CGT SPECIFICALLY DISCLAIMS LIABILITY UNDER ANY THEORY OF LAW ARISING OUT OF THE INSTALLATION OF, PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY CGT.

THIS EXTENDED OVERBURDENED WARRANTY SUPERSEDES ANY PREVIOUS OVERBURDENED WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND CGT HEREBY DISCLAIMS ALL SUCH WARRANTIES. THIS EXTENDED OVERBURDENED WARRANTY SHALL BE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST CGT, AND CGT SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGES TO THE BUILDING OR ITS CONTENTS OR THE ROOF DECK. THIS EXTENDED OVERBURDENED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF CGT. NO OTHER PERSON HAS ANY AUTHORITY TO BIND CGT WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN

CGT, Inc.

By: _____
Authorized Officer

Title:

Date: _____

ADJUSTED LOT 23

A tract of land being Lots 21 and 23 of "Corporate Square Plat No. 3", a subdivision in the Southwest Quarter of the Southeast Quarter of Section 36, Township 46 North, Range 5 East, and the Northeast Quarter of Section 1, Township 45 North, Range 5 East, according to the plat thereof recorded in Plat Book 188, Pages 88 of the St. Louis County Records, in the City Of Creve Coeur, St. Louis County, Missouri, being more particularly described as follows:

Beginning at a found Concrete monument located on the east right-of-way line of Lindbergh Boulevard, 100 feet wide, said point also being located on the south right-of-way line of Corporate Square Drive, variable width; thence along said south right-of-way line the following courses and distances: South 89 degrees 14 minutes 52 seconds East, 29.79 feet to a found Concrete Monument; North 00 degrees 45 minutes 08 seconds East, 30.00 feet to a found Concrete Monument and South 89 degrees 14 minutes 52 seconds East, 400.00 feet; thence leaving said right-of-way line, continuing South 89 degrees 14 minutes 52 seconds East, 144.75 feet to its intersection with the east line of above said Lot 21; thence along said east line, South 00 degrees 45 minutes 08 seconds West, 356.88 feet to the southeastern corner of said Lot 21; thence along the south line of Lot 21, North 89 degrees 14 minutes 52 seconds West, 268.19 feet to the northeastern corner of Lot 23; thence along the eastern lines of said Lot 23 the following courses and distances; South 00 degrees 45 minutes 00 seconds West, 192.64 feet; South 89 degrees 15 minutes 00 seconds East, 75.55 feet and South 00 degrees 46 minutes 56 seconds West, 300.07 feet a found iron pipe located on to the north right-of-line of Woodfield Lane, said point also being located on a curve to the left having a radius of 49.00 feet; then along said right-of-way line with an arc length of 99.92 feet and a chord which bears South 32 degrees 25 minutes 21 seconds West, 83.48 feet to its intersection with the south line of above said Lot 23; thence along said south line, South 63 degrees 57 minutes 18 seconds West, 38.63 feet to the southeast corner of Lot 25 of above said Corporate Square Plat No. 3; thence along the east line of said Lot 25, North 00 degrees 48 minutes 30 seconds East, 219.00 feet to the northeast corner of thereof; thence along the common line between Lots 23 and 25, North 89 degrees 11 minutes 30 seconds West, 362.32 feet to a concrete monument located on the eastern right-of-way line of above said Lindbergh Boulevard, said point also being located on a non- tangential curve to the left having a radius of 1,960.08 feet; thence along said right-of-way line and curve an arc length of 515.87 feet and a chord which bears North 07 degrees 21 minutes 58 seconds East, 514.38 feet and North 00 degrees 34 minutes 08 seconds East, 177.75 feet to the POINT OF BEGINNING.

Containing 349,971 square feet or 8.034 acres, more or less

PROPOSED RIGHT-OF-WAY DEDICATION

A tract of land being part of Lot 21 of “Corporate Square Plat No. 3”, a subdivision in the Southwest Quarter of the Southeast Quarter of Section 36, Township 46 North, Range 5 East, and the Northeast Quarter of Section 1, Township 45 North, Range 5 East, according to the plat thereof recorded in Plat Book 188, Pages 88 of the St. Louis County Records, in the City Of Creve Coeur, St. Louis County, Missouri, being more particularly described as follows:

Commencing at a found Concrete monument located on the east right-of-way line of Lindbergh Boulevard, 100 feet wide, said point also being located on the south right-of-way line of Corporate Square Drive, variable width; thence along said south right-of-way line the following courses and distances: South 89 degrees 14 minutes 52 seconds East, 29.79 feet to a found Concrete Monument; North 00 degrees 45 minutes 08 seconds East, 30.00 feet to a found Concrete Monument and South 89 degrees 14 minutes 52 seconds East, 400.00 feet to the POINT OF BEGINNING of the herein described tract of land; thence continuing along said right-of-line the following courses and distances: North 00 degrees 45 minutes 08 seconds East, 10.00 feet; South 89 degrees 14 minutes 52 seconds East, 89.75 feet to a point of curvature to the right having a radius of 300.00 feet and an arc length of 55.31 feet to the eastern line of above said Lot 23; thence along said eastern line, South 00 degrees 45 minutes 09 seconds West, 4.92 feet; thence departing said eastern line, North 89 degrees 14 minutes 52 seconds West, a distance of 144.75 feet to the POINT OF BEGINNING.

Containing 1,355 square feet or 0.031 acres, more or less.

PROPERTY DESCRIPTION

A tract of land being Lot 21 of "Corporate Square Plat No. 3", a subdivision in the Southwest Quarter of the Southeast Quarter of Section 36, Township 46 North, Range 5 East, and the Northeast Quarter of Section 1, Township 45 North, Range 5 East, according to the plat thereof recorded in Plat Book 188, Pages 88 thru 90 of the St. Louis County Records, in the City Of Creve Coeur, Missouri and being further described as follows:

Beginning at a point on the east line of Lindbergh Boulevard, 100 feet wide, said point being South 0 Degrees 34 Minutes 00 Seconds West, 411.00 feet along said east line from its intersection with the south line of Lindbergh-Warson Industrial Center Addition No. 2, according to the plat thereof recorded in Plat Book 119, Pages 32 and 33 of the St. Louis County Records; thence leaving said east line South 89 Degrees 15 Minutes 00 Seconds East, 29.79 feet to a point; thence North 0 Degrees 45 Minutes 00 Seconds East 30.00 feet to a point; thence South 89 Degrees 15 Minutes 00 Seconds East 400.00 feet to a point; thence North 0 Degrees 45 Minutes 00 Seconds East 10.00 feet to a point; thence South 89 Degrees 15 Minutes 00 Seconds East, 89.75 feet to a point; thence along a curve to the right having a radius of 300.00 feet an arc distance of 55.31 FEET (chord of South 83 Degrees 58 Minutes 06 Seconds East, 55.23 feet); thence South 0 Degrees 45 Minutes 00 Seconds West 361.80 feet to a point; thence North 89 Degrees 15 Minutes 00 Seconds West, 577.24 feet to a point on said east line of Lindbergh Boulevard; thence along said east line along a curve to the left having a radius of 1,960.08 FEET an arc distance of 121.18 feet (chord of North 2 Degrees 20 Minutes 16 Seconds East, 121.16 feet) to the point of tangent; thence North 0 Degrees 34 Minutes 00 Seconds East, 205.77 feet to the point of beginning, according to the survey by the Clayton Engineering Company August, 1997.

PROPERTY DESCRIPTION

Lot 23 of Corporate Square Plat No. 3, according to the plat thereof recorded in Plat Book 188 Page 88 through 90 of the St. Louis County, Missouri, Records

2023100300647

CERTIFIED-FILED FOR RECORD

10/3/2023 2:58:04PM

Gerald Smith
Recorder of Deeds
COUNTY OF ST. LOUIS, MISSOURI

PAGES: 6
RECORDING FEE: \$36.00

THIS DOCUMENT WAS ERECORDED

Gerald Smith, Recorder of Deeds
ST. LOUIS COUNTY MISSOURI
41 S Central Ave, Clayton, MO 63105

Type of Instrument: WARRANTY DEED

Grantor: PPM/CAMBRIDGE LLC

Grantee: SPIRIT LEX RE LLC

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

RECORDER OF DEEDS DOCUMENT CERTIFICATION

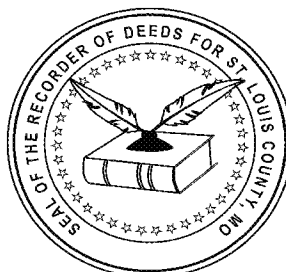
STATE OF MISSOURI)
 SS.
COUNTY OF ST. LOUIS)

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 6 pages, (this page inclusive), was filed for record in my office on the 3 day of October 2023 at 2:58 pm and is truly recorded as the document number printed above.

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

KRG

Deputy Recorder



Gerald E. Smith

Recorder of Deeds
St. Louis County, Missouri

20,319,594

(Space above reserved for Recorder of Deeds certification)

MISSOURI RECORDING COVER SHEET

Document Title: Special Warranty Deed

Document Date: October 3, 2023

Grantor's Name and Address: PPM/CAMBRIDGE LLC
1034 South Brentwood Boulevard, Suite 1300
St. Louis, MO 63117
Attn: Sabina Holtzman

Grantee's Name and Address: SPIRIT LEX RE, LLC
c/o Gurley Leep Automotive Management Corp.
5201 N. Grape Road
Mishawaka, IN 46545
Attn: Chris A. Pustelak

Legal Description: See **Exhibit A** attached hereto and incorporated herein

Prior Reference: N/A

This cover page is attached solely for the purpose of complying with the requirements stated in §§ 59.310.2; 59.313.2 RSMo. of the Missouri Recording Act. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached Special Warranty Deed. In the event of a conflict between the provisions of the attached Special Warranty Deed and the provisions of this cover page, the attached Special Warranty Deed shall prevail and control.

When Recorded Return To: Simpson
First American Title Insurance Company
National Commercial Services
101 S. Hanley Rd., Suite 575
St. Louis, Missouri 63105
File No. NCS- 1175661

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of October 3, 2023, by and between **PPM/CAMBRIDGE LLC**, a Missouri limited liability company, having an address of 1034 South Brentwood Boulevard, Suite 1300, St. Louis, Missouri 63117, Attn: Sabina Holtzman (“**Grantor**”), and **SPIRIT LEX RE, LLC**, an Indiana limited liability company, having an address of c/o Gurley Leep Automotive Management Corp., 5201 N. Grape Road, Mishawaka, IN 46545, Attn: Chris A. Pustelak (“**Grantee**”).

WITNESSETH, that Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged and agreed, does hereby BARGAIN AND SELL and CONVEY AND CONFIRM unto Grantee, in fee simple, that certain land located in the County of St. Louis, Missouri, being more particularly described in Exhibit “A” attached hereto and incorporated herein by reference, together with all rights, privileges, and interests appertaining to the land and any and all improvements and fixtures located on or about the land, and all of Grantor’s rights, title and interests, if any, in and to all abutting roads and rights of way and all reversionary rights therein, and in and to all appurtenant easements, if any.

SUBJECT ONLY TO the matters set forth on Exhibit “B” attached hereto and incorporated herein by this reference; and to any and all zoning laws, ordinances or other governmental restrictions.

TO HAVE AND TO HOLD the said real estate, as above described, together with all rights and appurtenances to the same belonging, unto Grantee and to the successors and assigns of Grantee forever. Grantor hereby covenants that Grantor and Grantor’s successors and assigns will warrant and defend the title to said real estate unto Grantee and Grantee’s successors and assigns, forever, against the lawful claims and demands of all persons claiming by, through or under Grantor but none other, excepting, however, the general taxes for the calendar year 2023 and thereafter and special taxes becoming a lien after the date of this deed.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has executed these presents as of the day and year first above written.

GRANTOR:

PPM/CAMBRIDGE LLC,

a Missouri limited liability company

By: Sabina A. Holtzman
Sabina A. Holtzman, Manager

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

On this 28th day of September, 2023, before me appeared Sabina A. Holtzman, to me personally known, who being by me duly sworn did say that she is a Manager of PPM/Cambridge LLC, a Missouri limited liability company (the "Company"), and that the above instrument was signed on behalf of the Company and that said instrument is the free act and deed of the Company.

IN WITNESS WHEREOF, I have hereunto set my hand the day and year first above written.

[Signature]
Notary Public

My Commission Expires:

9-13-2024



EXHIBIT A

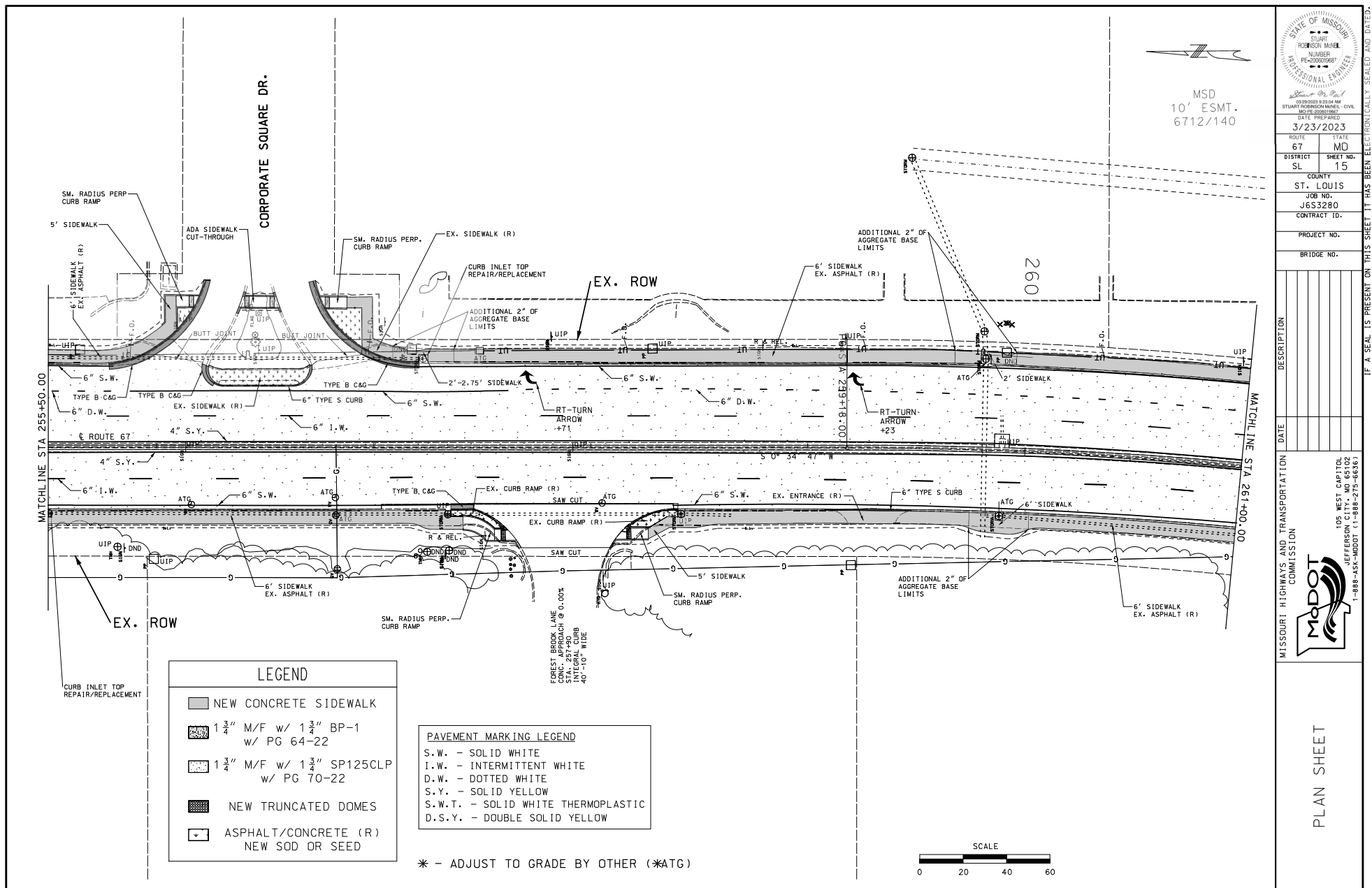
Legal Description

A TRACT OF LAND BEING LOT 21 OF "CORPORATE SQUARE PLAT NO. 3", A SUBDIVISION IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 46 NORTH, RANGE 5 EAST, AND THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 45 NORTH, RANGE 5 EAST, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 188, PAGES 88 THRU 90 OF THE ST. LOUIS COUNTY RECORDS, IN THE CITY OF CREVE COEUR, MISSOURI AND BEING FURTHER DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF LINDBERGH BOULEVARD, 100 FEET WIDE, SAID POINT BEING SOUTH 0 DEGREES 34 MINUTES 00 SECONDS WEST, 411.00 FEET ALONG SAID EAST LINE FROM ITS INTERSECTION WITH THE SOUTH LINE OF LINDBERGH-WARSON INDUSTRIAL CENTER ADDITION NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 119, PAGES 32 AND 33 OF THE ST. LOUIS COUNTY RECORDS; THENCE LEAVING SAID EAST LINE SOUTH 89 DEGREES 15 MINUTES 00 SECONDS EAST, 29.79 FEET TO A POINT; THENCE NORTH 0 DEGREES 45 MINUTES 00 SECONDS EAST 30.00 FEET TO A POINT; THENCE SOUTH 89 DEGREES 15 MINUTES 00 SECONDS EAST 400.00 FEET TO A POINT; THENCE NORTH 0 DEGREES 45 MINUTES 00 SECONDS EAST 10.00 FEET TO A POINT; THENCE SOUTH 89 DEGREES 15 MINUTES 00 SECONDS EAST, 89.75 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET AN ARC DISTANCE OF 55.31 FEET (CHORD OF SOUTH 83 DEGREES 58 MINUTES 06 SECONDS EAST, 55.23 FEET); THENCE SOUTH 0 DEGREES 45 MINUTES 00 SECONDS WEST 361.80 FEET TO A POINT; THENCE NORTH 89 DEGREES 15 MINUTES 00 SECONDS WEST, 577.24 FEET TO A POINT ON SAID EAST LINE OF LINDBERGH BOULEVARD; THENCE ALONG SAID EAST LINE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1,960.08 FEET AN ARC DISTANCE OF 121.18 FEET (CHORD OF NORTH 2 DEGREES 20 MINUTES 16 SECONDS EAST, 121.16 FEET) TO THE POINT OF TANGENT; THENCE NORTH 0 DEGREES 34 MINUTES 00 SECONDS EAST, 205.77 FEET TO THE POINT OF BEGINNING, ACCORDING TO THE SURVEY BY THE CLAYTON ENGINEERING COMPANY AUGUST, 1997.

EXHIBIT B

Permitted Exceptions

1. The lien of the general taxes for the year 2023, and thereafter, none now due or payable.
2. General and/or Special Taxes by the City of Creve Coeur, if any, none now due and payable.
3. Building lines, easements, covenants and restrictions established by the plat recorded in Plat Book 152, Page 46 and Plat Book 188, Page 88.
4. Easement granted to Union Electric Company, according to instrument recorded in Book 6654 Page 109 and Book 6710, Page 2127.
5. Easement granted to the Metropolitan St. Louis Sewer District, according to instrument recorded in Book 6626, Page 1137, Book 6626, Page 1140 and Book 6712, Page 142.
6. Easement granted to Corporate Square Development Company for electrical service lines by the instrument recorded in Book 7069, Page 854.
7. Terms, provisions and easements established by the Driveway Easement Agreement dated June 29, 1978 and recorded in Book 7069, Page 833.
8. Terms, provisions and easements established by the Pond Maintenance Agreement dated June 29, 1978 and recorded in Book 7069, Page 840, including a provision for maintenance of the "Pond".
9. Easement granted to Southwestern Bell Telephone Company, according to instrument recorded in Book 7851, Page 1084.
10. Easement granted to Laclede Gas Company, according to instrument recorded in Book 21872, Page 2340.
11. Charges and assessments by Trustees of said Subdivision, and sewer service charges, if any.



2023100400673

CERTIFIED-FILED FOR RECORD

10/4/2023 1:53:47PM

Gerald Smith
Recorder of Deeds
COUNTY OF ST. LOUIS, MISSOURI

PAGES: 7
RECORDING FEE: \$39.00

THIS DOCUMENT WAS ERECORDED

Gerald Smith, Recorder of Deeds
ST. LOUIS COUNTY MISSOURI
41 S Central Ave, Clayton, MO 63105

Type of Instrument: WARRANTY DEED

Grantor: METRO CREVE COEUR LLC

Grantee: SPIRIT LEX RE LLC

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

RECORDER OF DEEDS DOCUMENT CERTIFICATION

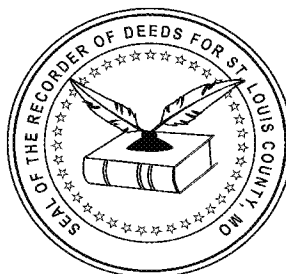
STATE OF MISSOURI)
 SS.
COUNTY OF ST. LOUIS)

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 7 pages, (this page inclusive), was filed for record in my office on the 4 day of October 2023 at 1:53 pm and is truly recorded as the document number printed above.

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

NEW ALIAS

Deputy Recorder



Gerald E. Smith

Recorder of Deeds
St. Louis County, Missouri

20,320,536

(Space above reserved for Recorder of Deeds certification)

MISSOURI RECORDING COVER SHEET

Document Title: Special Warranty Deed

Document Date: October 4, 2023

When Recorded Return To: Simpson
First American Title Insurance Company
National Commercial Services
101 S. Hanley Rd., Suite 575
St. Louis, Missouri 63105
File No. NCS- 1191031

Grantor's Name and Address: METRO CREVE COEUR, L.L.C.
c/o Hutkin Properties Group, LLC
10829 Olive Boulevard, Suite 200
St. Louis, MO 63141
Attn: David S. Hutkin

Grantee's Name and Address: SPIRIT LEX RE, LLC
c/o Gurley Leep Automotive Management Corp.
5201 N. Grape Road
Mishawaka, IN 46545
Attn: Chris A. Pustelak

Legal Description: See **Exhibit A** attached hereto and incorporated herein

Prior Reference: N/A

This cover page is attached solely for the purpose of complying with the requirements stated in §§ 59.310.2; 59.313.2 RSMo. of the Missouri Recording Act. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached Special Warranty Deed. In the event of a conflict between the provisions of the attached Special Warranty Deed and the provisions of this cover page, the attached Special Warranty Deed shall prevail and control.

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of October 4, 2023, by and between **METRO CREVE COEUR, L.L.C.**, a Missouri limited liability company, having an address of c/o Hutkin Properties Group, LLC, 10829 Olive Boulevard, Suite 200, St. Louis, Missouri 63141, Attn: David S. Hutkin (“**Grantor**”), and **SPIRIT LEX RE, LLC**, an Indiana limited liability company, having an address of c/o Gurley Leep Automotive Management Corp., 5201 N. Grape Road, Mishawaka, IN 46545, Attn: Chris A. Pustelak (“**Grantee**”).

WITNESSETH, that Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged and agreed, does hereby **BARGAIN AND SELL** and **CONVEY AND CONFIRM** unto Grantee, in fee simple, that certain land located in the County of St. Louis, Missouri, being more particularly described in Exhibit “A” attached hereto and incorporated herein by reference, together with all rights, privileges, and interests appertaining to the land and any and all improvements and fixtures located on or about the land, and all of Grantor’s rights, title and interests, if any, in and to all abutting roads and rights of way and all reversionary rights therein, and in and to all appurtenant easements, if any.

SUBJECT ONLY TO the matters set forth on Exhibit “B” attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the said real estate, as above described, together with all rights and appurtenances to the same belonging, unto Grantee and to the successors and assigns of Grantee forever. Grantor hereby covenants that Grantor and Grantor’s successors and assigns will warrant and defend the title to said real estate unto Grantee and Grantee’s successors and assigns, forever, against the lawful claims and demands of all persons claiming by, through or under Grantor but none other, excepting, however, the general taxes for the calendar year 2023 and thereafter and special taxes becoming a lien after the date of this deed.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has executed these presents as of the day and year first above written.

GRANTOR:

METRO CREVE COEUR, L.L.C.,
a Missouri limited liability company

By: 
Name: Thomas Wilcher
Title: Manager

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

On this 4th day of October, 2023, before me appeared Thomas Wilcher, to me personally known, who being by me duly sworn did say that he is the Manager of Metro Creve Coeur, L.L.C., a Missouri limited liability company (the “**Company**”), and that the above instrument was signed on behalf of the Company and that said instrument is the free act and deed of the Company.

IN WITNESS WHEREOF, I have hereunto set my hand the day and year first above written.


Notary Public

My Commission Expires:

5-27-25

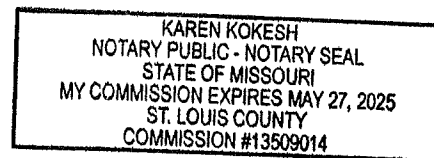


EXHIBIT A

Legal Description

LOT 23 OF CORPORATE SQUARE PLAT NO. 3, ACCORDING TO THE PLAT THEREOF
RECORDED IN PLAT BOOK 188 PAGE 88 THROUGH 90 OF THE ST. LOUIS COUNTY,
MISSOURI, RECORDS.

EXHIBIT B

Permitted Exceptions

1. The lien of the general taxes for the year 2023, and thereafter.
2. General and/or Special Taxes by the City of Creve Coeur, if any
3. Building lines, easements, covenants and restrictions established by the plat recorded in Plat Book 152, Page 46.
4. Building lines, easements, covenants and restrictions established by the plat recorded in Plat Book 188, Page 88 and Surveyors Affidavit recorded January 11, 1980 in Book 7224, Page 2286.
5. Easement granted to Union Electric Company, according to instrument recorded in Book 6654, Page 109.
6. Conditions, covenants, restrictions, reservations and easements contained in the Protective Agreement Relative to Property of Corporate Square Development Company in the County of St. Louis State of Missouri, known as Corporate Square Office Park, by Corporate Square Development Company, a Joint Venture, dated August 8, 1973 and recorded August 16, 1973 in Book 6682, Page 429.
7. Amendment No. 1 to Protective Agreement Relative to Property of Corporate Square Development Company in the County of St. Louis State of Missouri, known as Corporate Square Office Park dated October 31, 1973 and recorded November 2, 1973 in Book 6698, Page 208.
8. Amendment No. 2 to Protective Agreement Relative to Property of Corporate Square Development Company in the County of St. Louis State of Missouri, known as Corporate Square Office Park dated February 27, 1979 and recorded March 2, 1979 in Book 7138, Page 1913.
9. Amendment No. 3 to Protective Agreement Relative to Property of Corporate Square Development Company in the County of St. Louis State of Missouri, known as Corporate Square Office Park dated March 11, 1985 and recorded March 15, 1985 in Book 7728, Page 530.
10. Amendment No. 4 to Protective Agreement Relative to Property of Corporate Square Development Company in the County of St. Louis State of Missouri, known as Corporate Square Office Park dated February 9, 1987 and recorded February 9, 1987 in Book 8064, Page 1560.

11. Amendment No. 5 to Protective Agreement Relative to Property of Corporate Square Development Company in the County of St. Louis State of Missouri, known as Corporate Square Office Park dated April 13, 1998 and recorded May 4, 1998 in Book 11579, Page 1605.
12. Amendment No. 6 to Protective Agreement Relative to Property of Corporate Square Development Company in the County of St. Louis State of Missouri, known as Corporate Square Office Park dated April 30, 1998 and recorded May 4, 1998 in Book 11579, Page 1608.
13. Easement granted to Union Electric Company, according to instrument recorded in Book 6710, Page 2127.
14. Easement granted to the Metropolitan St. Louis Sewer District, according to instrument recorded in Book 6712, Page 140.
15. Driveway Easement by and between Sarakreek Beta B.V., a Netherland corporation and Corporate Square Development company, a Missouri joint venture, dated Jun 29, 1978 and recorded June 29, 1978 in Book 7069, Page 833.
16. Pond Maintenance Agreement by and between Sarakreek Beta B.V., a Netherland corporation and Corporate Square Development company, a Missouri joint venture, dated June 29, 1978 and recorded June 29, 1978 in Book 7069, Page 840.
17. Easement Deed by and between Corporate Square Development Company, a Joint Venture and American Family Mutual Insurance Company, a Wisconsin corporation, dated January 24, 1979 in Book 7131, Page 199.
18. Easement granted to Union Electric Company, according to instrument recorded in Book 7378, Page 868.
19. Terms and provisions of the unrecorded Lease dated as of December 15, 2006, by and between Metro Creve Coeur, L.L.C., as Landlord, and Triad Catalog Co., L.L.C., d/b/a Soft Surroundings, as Tenant; as amended by First Amendment, dated as of September 30, 2010; Second Amendment, dated as of January 31, 2012; Third Amendment, dated as of August 2, 2012; and Fourth Amendment, dated as of June 4, 2020.
20. Temporary Slope and Construction License, according to instruments recorded in Book 22185, Page 409 and Book 22185, Page 416.
21. Charges and assessments by Trustees of said Subdivision, sewer service charges, sewer lateral charges, roadway maintenance assessments and/or public water supply district charges and assessments, if any.

November 13, 2023

City of Creve Coeur
300 North New Ballas Road
Creve Coeur, MO 63141

Attention: Ms. Bethany L. Moore, City Planner

RE: Application #23-035 and #23-036: Spirit Lexus Conditional Use Permit with Site Development Plan and Boundary Adjustment (Consolidation) Plat

Dear Bethany,

We are pleased to offer the following written Response:s to your comments contained within your departmental letter, dated 11/3/2023.

Site Development Plan:

1. On sheet C1.0 in the “Site Data” box please add the calculation for the number of allowable/proposed service bays per section 405.470 A.11.

Response: The calculations for the service bays has been added to the Site Data.

2. Please provide an Existing Conditions sheet for the site.

Response: An Existing Conditions Plan has been added as Sheet C2.0.

3. Please provide material details and elevations of the trash enclosure to confirm compliance with Section 405.470 A.11.c.

Response: We have included material details and elevations for the trash enclosure in this submittal.

4. Staff would like more information on the parking and display vehicle areas. Is there a designated area for customer and parking? Which parking spaces are reserved for display vehicles? What is the number of proposed display vehicles? Please designate these areas on the site plan.

Response: We have added a ‘Parking Plan’ to Sheet C1.0 of the submittal designating these areas.

5. There does not appear to be direct access from the sidewalk to the building’s entrance per section 405.730A.1.b. Please add a pedestrian connection.

Response: We have added direct access to the building’s entrance.

6. On sheet C2.0 the sidewalks are shown as 5 feet. Per section 405.730A.1 they should either be 6 or 8 feet wide if used as a curb stop. Please revise.

Response: The sidewalks have been revised to note 6' sidewalks. Parking bumpers have been included along portions of the sidewalk to keep cars from overhanging and impeding the pedestrian path. We have relabeled this as Sheet C3.0, after the addition of the Existing Conditions Plan.

7. Please make any changes necessary to reflect the improvements MoDOT is proposing along Lindbergh Boulevard and Corporate Square Drive.

Response: We have sketch in via PDFs provided of the MoDOT work. We have also added a note on Sheet C3.0 that the new sidewalk along Corporate Square Drive is to be coordinated and connected with proposed MoDOT sidewalk.

8. Has there been any inquires to MSD about the existing pond and the plans to fill it in? Are any environmental clearances or habitat surveys needed before it can be removed?

Response: We have submitted to MSD for a Conceptual Review. There are no environmental clearances or habitat surveys required from their review.

Architectural Elevations:

1. Staff is asking that the stone material on the front facade be incorporated on all sides of the building and that more of this material be used on each façade.

Response: Enclosed are revised elevations of the building, with additional stone.

2. Creve Coeur's Design Guidelines call for architecture that fits in with surrounding buildings, is unique to Creve Coeur and gets away from corporate branding. This is something that is missing with the architecture/material designs for this building.

Response: Enclosed are revised elevations of the building, with additional stone.

3. Staff has concerns with the design of the three-service bay entry doors facing Lindbergh Blvd. based on the submitted drawings (refer to Design Guidelines, Page 10, F. Building Services). Please provide perspective renderings of the new building to make it easier to understand the visibility and integration of the service doors with the rest of the building design. For reference, the design of the service doors at the existing Lexus location is a favorable approach to this issue where the building elevation and glass service doors are highly integrated into the overall design to minimize the appearance of the service doors.

Response: Enclosed are revised elevations of the building, with additional stone.

Landscaping Plan:

1. On Sheet CL1.0 please provide the required street tree calculations for Lindbergh Boulevard and Corporate Square Drive in compliance with section 405.540.F.1.

Response: CL1.0 has been amended to include:

- a. **Corporate Square Drive = 19 street trees required; 19 street trees provided**
 - b. **Lindbergh Boulevard = 23 street trees required; 13 street trees provide. We have elected to utilize alternative placement along Lindbergh due to the prairie plantings and the presence of overhead electric lines.**
2. On Sheet CL1.0 please provide interior landscaping area dimensions for review of compliance with section 405.540.F.4.

Response: On Sheet CL1.0 we have given typical dimensions of the planting islands. Trees are provided at all parking lot landscape islands. Calculations regarding total interior island area per requirements is provided on the plan under the Landscape Summary.

3. Please provide information on the proposed underground irrigation system as required by Section 405.540.F.10.

Response: Underground irrigation system to be provided for the entire property, except at prairie locations. This has been noted on Sheet CL1.0.

4. Please provide the width of the perimeter landscaped buffer strip between the parking lot and the adjacent property for review of compliance with section 405.540.F.12.

Response: The landscape buffer strip has been dimensioned and noted on Sheet CL1.0.

5. Please provide a more complete landscaping plan showing the locations, amount, types etc for the proposed landscaping including the native materials. More information is requested for the native landscaping proposal.

Response: Details regarding the Heartland See Low growing wildflower prairie see mix has been included on CL1.0. This detail itemizes all the Grasses and Forbs as well as percentages of mix for each type. Enclosed is imagery of the existing prairie at the Danforth campus.

6. Staff would like more details on the intended native prairie landscape design. Can this area be broken into smaller sections with mowed edges for a neater appearance? Please submit representative images and a maintenance schedule. Please refer to the Old Olive 39 North Great Streets Plan for planting palette concepts that could be incorporated into your project for continuity within the 39 North District, Pages 57-59:

<https://www.crevecoeurmo.gov/DocumentCenter/View/9203/Old-Olive-Street-Road-Great-Street-Plan-Final-Report?bidId:>

Response: Mowing strips along Lindbergh have been shown and dimensioned on CL1.0. We have clarified the mow strips shown along the parking areas.

Traffic Study:

1. Has MoDOT been contacted for their input on whether a traffic study would be beneficial?

Response: MoDOT does not require a traffic study for this development.

Additional Information:

1. Have the plans been submitted to the fire district for their comments?

Response: We submitted drawings to Jason McIntosh for preliminary review. He let us know that due to a very high volume of submissions these days, pre-reviews are not possible. We will submit necessary plans for permit review to the Fire District when the design is at the appropriate level of detail to allow that submission to be made. The Fire District will ultimately review the Access and Site Plan as one submittal, and the Underground as a separate submittal.

2. When will the project be submitted to MSD for their comments? No MSD project number was found on the plans.

Response: We have submitted to MSD for a Conceptual Review and have obtained their feedback on the stormwater quality, channel protection and detention requirements. We will submit to MSD for Permit review/approval upon completion of the Improvement Plans. That submission will take place nearing the end of the entitlement process with the City. We have added the MSD Conceptual Review number to the plans.

3. What is the current ownership of the Corporate Square median? Please include information about the irrigation for the median on the plans.

Response: Corporate Square Drive is currently owned and maintained by the City of Creve Coeur. Pursuant to our discussion, the median itself is not maintained by the

City and that the irrigation and maintenance of the planned landscaping will be required to be maintained by Spirit Lexus.

4. Staff is requesting a 10-foot-wide public sidewalk/greenway easement along the street frontages to allow for the possibility of a future pathway connection in this area. If agreeable, please indicate this easement location on the site plan and consolidation plat. A condition of approval would be to provide.

Response: A 10-foot-wide easement for public sidewalk/greenway has been added to the Plat and Site Plan.

Boundary Adjustment-Lot Consolidation Plat

1. The City of Creve Coeur information block is incorrect on the plat. The chair of the Planning and Zoning Commission is Julie LaBonte, and the City Clerk is Kellie Henke. Please revise.

Response: The Plat has been updated accordingly.

2. Please correct the setbacks on the plat to reflect the setbacks for “GC” General Commercial district according to the definition for corner lots as follows, “Any corner lot shall have front yard equivalent setbacks along all street frontages. The property line opposite to the front yard line with the greater street frontage shall be considered the side yard line and the property line opposite to the front yard line with the lesser street frontage shall be considered the rear yard line.”

Response: The setbacks have been updated accordingly.

As always, we appreciate your continued assistance and support for this project. Should you have any question or comments, please feel free to call.

Sincerely,

Josh Barcus

Josh Barcus, P.E.
Senior Associate

CC: George Stock, P.E., President
Chris Pustelak, Vice President Of Operations - Gurley Leep Automotive (via email)
Chip Walker, President – Custom Facilities (via email)
Rusty Saunders, Principal – Loomis Associates (via email)
Brad Cytron, Partner – Spencer Fane LLP (via email)
Connor Walsh, Spencer Fane LLP (via email)

AN ORDINANCE OF THE CITY OF CREVE COEUR, APPROVING A CONTRACT AGREEMENT ENTERED BY AND BETWEEN SAINT LOUIS COUNTY, FOR AND ON BEHALF OF SAINT LOUIS COUNTY AND THE SAINT LOUIS COUNTY AND MUNICIPAL POLICE ACADEMY BOARD OF MANAGERS, AND THE CITY OF CREVE COEUR, FOR THE SERVICES OF A CITY OF CREVE COEUR POLICE OFFICER AS AN INSTRUCTOR

WHEREAS, the common goal of Saint Louis County, Missouri (the County), the Saint Louis County and Municipal Police Academy (the Academy), and the City of Creve Coeur Missouri (the City), is to provide basic training and continuing law enforcement education to Police Officers throughout the County; and

WHEREAS, Chapter 70 of the Revised Statutes of the State of Missouri authorizes joint exercise by two or more local governments of any power common to them; and

WHEREAS, the City and the County wish to cooperate with one another to provide the services of a Creve Coeur Police Officer at the Academy as an instructor; and

WHEREAS, it is the desire of the City and the County, on behalf of the County and the Academy, to enter into an agreement on behalf of the interest of their citizens;

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

Section One.

The City Administrator is hereby authorized and directed to execute for and on behalf of the City of Creve Coeur a contract for services with Saint Louis County, Missouri, for an on behalf of Saint Louis County and the Saint Louis County and Municipal Police Academy Board of Managers, for the services of a Creve Coeur Police Officer as an instructor, the terms and conditions of which shall be in substantial compliance with attached Exhibit A, which is incorporated herein by reference. The City Administrator may make such changes to the document as may be deemed necessary, desirable, convenient or proper before signing in order to carry out the matters herein authorized. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this Ordinance, the matters herein authorized, and the rights and duties of the City under the Agreement.

Section Two.

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

BILL NO. 6097

ORDINANCE NO. _____

ADOPTED THIS ____ DAY OF _____, 2024.

NICOLE GREER
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2024.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE
CITY CLERK

CONTRACT FOR SERVICES

This Contract entered by and between St. Louis County, for and on behalf of St. Louis County & Municipal Police Academy Board of Managers (hereinafter referred to as “COUNTY” respectively) and the CITY OF CREVE COEUR, MISSOURI, an incorporated municipality of the State of Missouri (hereafter “CITY”).

WITNESSETH:

WHEREAS, COUNTY has established the St. Louis County and Municipal Police Academy (hereafter “ACADEMY”) for the purpose of providing basic training and continuing law enforcement education to police officers throughout St. Louis County; and

WHEREAS, COUNTY and the incorporated municipalities located therein, including CITY, desire to provide for the participation of said incorporated municipalities in the training and education of police officers throughout St. Louis County; and

WHEREAS, Section 201.180 of the Revised St. Louis County Ordinances (1974), as amended, permits St. Louis County Board of Police Commissioners to approve contracts for professional services within the budget of the Police Department; and

WHEREAS, the CITY is authorized to enter into this Contract by Ordinance No. ;

NOW, THEREFORE, in consideration of the premises and mutual promises and obligations hereafter stated, it is agreed between the parties as follows:

1. **Term of Contract.** The term of this Contract shall commence upon full execution and continue through December 31, 2024.
2. **Description of Services.** CITY shall provide for COUNTY’S use throughout the Contract term of the services of a City of Creve Coeur Police Officer (hereafter “EMPLOYEE”), for the weekly provision of 40 hours basic and/or special instruction and/or attendant instruction and services, as defined, directed

and scheduled by COUNTY for Academy attendees. COUNTY shall provide EMPLOYEE office space and materials as needed for providing the services required in this contract.

3. **Compensation.** COUNTY shall reimburse CITY in the amount of EMPLOYEE'S salary throughout the Contract term at an hourly rate not to exceed \$32.98 per hour of the actual rate of pay, including payment for direct fringe benefits and overhead, said reimbursement not to exceed \$88,599.66. Upon completion of performance by CITY and the submission of such documentation deemed reasonably necessary, including evaluations by COUNTY and CITY of EMPLOYEE'S performance, COUNTY to evaluate EMPLOYEE'S performance on evaluation forms provided by the CITY.
4. **Overtime.** Employee shall be entitled to overtime payment at 1 ½ times of said Employee's hourly wage not to exceed \$49.47 for each overtime hour worked for the COUNTY. The COUNTY is responsible for monitoring the number of overtime hours worked. On a quarterly basis the CITY will provide to the Director of the ACADEMY (or their designee) supporting documentation showing the number of overtime hours worked to-date for the COUNTY within the contract period. The COUNTY agrees to reimburse CITY in an amount not to exceed \$20,000 to cover EMPLOYEE'S overtime compensation and related fringe benefits and overhead.
5. **Compensatory Time.** If EMPLOYEE works more than 80 hours in a pay period, the EMPLOYEE can elect to earn compensatory time equal to 1 ½ times the number of hours worked in excess of 80, in lieu of being paid overtime. The total accrued compensatory time balance is limited to the CITY'S maximum accrued balance (currently 80 hours), with any additional excess hours paid as overtime. Compensatory time earned as a result of work for the COUNTY will be tracked separately from compensatory time earned as a result of work for the CITY. At the request of the COUNTY, the CITY will provide the current balance of accrued compensatory time to the COUNTY.

Payout of such accrued compensatory balance to the EMPLOYEE can occur at any time at the request of the EMPLOYEE and with approval by the CITY'S Chief of Police and/or upon separation of employment with the CITY in accordance with CITY'S personnel policies and procedures. The COUNTY will reimburse the CITY for such amount paid to the EMPLOYEE. In the event the EMPLOYEE separates from their role as Instructor with the COUNTY while remaining employed with the CITY, the COUNTY will reimburse the CITY for the calculated value of the balance of accrued compensatory time earned but unused as of the date of separation, such calculation to include CITY-paid taxes and workers' compensation premium related to the value of the balance. Payout of other leave balances accrued by the EMPLOYEE as a condition of employment with the CITY, such as CITY-accrued compensatory time, vacation, and sick leave, will not be reimbursed by the COUNTY.

6. **Insurance.** The CITY is insured by Saint Louis Area Insurance Trust (SLAIT) for claims involving Workers' Compensation and tort liability, and the CITY extends the protection of said insurance coverage to CITY employees and officers subject to the terms and conditions of the CITY's workers' compensation and liability insurance policies. The COUNTY shall not have any responsibility for such employee benefits provided by the CITY.
7. **Termination for Cause.** This Contract may be terminated by COUNTY for cause upon ten days written notice to CITY if, in the sole discretion of COUNTY, EMPLOYEE fails to provide satisfactory instruction to Academy attendees as required in Section 2 herein, or if EMPLOYEE violates any State, County or Academy laws, regulations, ordinances, directives of policies. In the event of such termination, COUNTY shall reimburse CITY on a pro rata basis for those services rendered by EMPLOYEE through the effective date of termination of this Contract.
8. **Termination by COUNTY or CITY.** Either party may terminate this Contract by giving the other party not less than 30 days written notice of its intention to do so. In the event of such termination, COUNTY shall reimburse CITY on a pro rata basis for those services rendered by EMPLOYEE prior to notice of

termination of this Contract. The CITY currently has only one police officer, Erika Harding, selected through a vetting process conducted by the COUNTY to provide the intended services. In the event such police officer becomes unable to provide the intended services, the CITY has the right to terminate this contract immediately.

9. **Independent Contractors.** City, acting through EMPLOYEE, is at all times throughout the Contract term performing and acting as an independent contractor with, and not an agent for COUNTY, and no act or omission of any party or party agent hereto shall be construed to make any other party its principal, agent or joint venturer.
10. **Duties Not Assignable.** The duties imposed on CITY by this Contract are not assignable without COUNTY'S prior written consent.
11. **Non-Waiver.** The waiver by either party of a breach or violation of any Contract provision shall not operate or be construed as a waiver of any subsequent breach hereof.
12. **Entire Agreement.** This Contract sets forth the entire agreement between COUNTY and CITY with respect to the services and work to be performed hereunder, and supersedes all prior and contemporaneous contracts, agreements, understandings, negotiations or other agreements between the parties. No supplement, modification, waiver or termination of this Contract shall be binding, unless executed in writing by the person to be bound or required to give notice.
13. **CITY and COUNTY.** As used in this Contract, the terms "CITY" and "COUNTY" shall include the officers, employee, legal representatives and successors thereof.

IN WITNESS WHEREOF, the parties have executed this this Contract effective the later of the dates below written.

CITY OF CREVE COEUR

By_____

Title: _____

Date_____

I, _____, affirm that I am _____ of the City of Creve Coeur, Missouri and I signed this Contract on behalf of said City and I acknowledge this Contract to be my free act and deed.

ST. LOUIS COUNTY BOARD OF
POLICE COMMISSIONERS

Date executed by St. Louis County

Approved:

Chief of Police
St. Louis County Police Department

Approved as to Legal Form:

County Counselor

I hereby certify that unencumbered balances suffice to pay the Contract sum remains in the appropriate account which the obligation is to be charged.

Accounting Officer

Legal Review: _____

Encumbrance Review: _____



MEMORANDUM

DATE: November 28, 2023
TO: M. Perkins, City Administrator
FROM: J. Hartman, Chief of Police
SUBJECT: Employee Developmental Detachment – St. Louis County and Municipal Police Academy

Sir,

Outlined in the FY 2023-2024 budget was a 50th full-time commissioned position in the Police Department that was designated as a detached developmental position (full-time instructor at the St. Louis County and Municipal Police Academy). Providing more developmental opportunities was part of the vision to improve employee retention.

The opportunity was opened to all eligible Police Officers in the Department and Officer Erika Harding was selected by the academy staff during their vetting process.

The plan is for Officer Harding to begin her assignment at the Academy in January 2024, upon approval of the attached ordinance and contract. The contract is for a period of one year and outlines that the County will fully reimburse the City of Creve Coeur for Officer Harding's salary and direct benefits, including overtime pay up to \$20,000 annually while she is assigned to the academy as an instructor. The contract will likely need to be amended in July, when Officer Harding will be eligible for a pay raise. The County is aware and is agreeable to amending the contract in anticipation of the pay raise.

Attachment: Police Officer – Administrative Detachment – Police Academy Instructor
Distribution: All Commissioned Personnel
Cc: Sharon Stott, Assistant City Administrator



MEMORANDUM

MEMORANDUM: 2023-08
DATE: June 30, 2023
TO: All Police Department Personnel
FROM: Jeffrey Hartman, Chief of Police
SUBJECT: Full-Time Detachment Selection Process – St. Louis County and Municipal Police Academy

This memorandum shall serve as a written notice that the Police Department intends to offer a developmental opportunity for a Police Officer to serve as an instructor at the St. Louis County and Municipal Police Academy (SLCMPA).

Basic Details of the Assignment

This assignment would be a full-time detachment with a contract term of one (1) year and subject to annual renewal. The contract must be approved by the City Council before appointment and the contract may be terminated by either party. The Officer selected will be classified as an eight (8) hour employee, generally working Monday through Friday as determined by the Police Academy with the flexibility required to meet Academy needs. The officer should have excellent verbal and written communication skills; have a high level of self-motivation; have the ability to work effectively in a team; have an interest in assisting others in developing law enforcement proficiency; have the ability to research law enforcement training issues; and have (or will need to develop) a topic or area that they are a subject matter specialist on. The Officer will be encouraged to participate in physical training exercises with the staff and recruits and are expected to maintain high standards in physical fitness and appearance.

Minimum Qualifications and Requirements for Selection:

1. Must have completed the probationary period with the Creve Coeur Police Department
2. Bachelor's Degree from an accredited college or university¹
3. A minimum of five (5) years of experience as a POST-certified Peace Officer²
4. The Officer must obtain certification as a Generalist Instructor per MO POST requirements under 11CSR75-4.0140 (This certification may be obtained after selection. Training would be provided by SLCMPA).

Selection Process

The selection process and vetting will be facilitated by the SLCMPA Director. The process may include a review of your memorandum, an oral interview, a brief presentation, and a recommendation from the Creve Coeur Chief of Police. The date of the actual detachment will be determined by the Chief of Police, and based on department staffing.

If you are interested in the position, please submit a Department Memorandum, via email, through your chain of command to the Chief of Police. (To: Chief J. Hartman / Cc: Chain of Command).
All memorandums must be submitted by July 21, 2023.

¹ Officers with less than a Bachelor's Degree may be considered (for some assignments) if they have a two (2) year Associates Degree and eight (8) years police experience or a High School Diploma and ten (10) years police experience.

² Five (5) years' experience required in order to obtain certification as a Generalist Instructor in accordance with Title II Missouri Department of Public Safety, Division 75 – Peace Officer Standards and Training Program, Chapter 4 – Certification of Instructors (11CSR75-4.0140)

Attachment: Police Officer – Administrative Detachment – Police Academy Instructor
Distribution: All Commissioned Personnel
Cc: Sharon Stott, Assistant City Administrator



City of Creve Coeur

Job Description

DIVISION/DEPARTMENT	Police Department
POSITION JOB TITLE	Police Officer – Administrative Detachment – Police Academy Instructor
JOB GRADE	11a
SALARY RANGE	\$64,034.42 – \$84,321.45
SUPERVISOR'S JOB TITLE	Lieutenant – Professional Standards Bureau

JOB DESCRIPTION

JOB TITLE	Police Officer – Administrative Detachment – Police Academy Instructor
TITLES THAT <i>DIRECTLY</i> REPORT TO THIS JOB/ NUMBER OF PERSONNEL WHO WORK IN EACH TITLE	N/A
TITLES THAT <i>INDIRECTLY</i> REPORT TO THIS JOB/ NUMBER OF PERSONNEL WHO WORK IN EACH TITLE	N/A
JOB PURPOSE	The Police Officer assigned to this administrative detachment will represent the Creve Coeur Police Department at the St. Louis County and Municipal Police Academy as a full-time instructor. This assignment provides the Officer with an opportunity for skill development as an instructor in police related disciplines and provides agency recognition at the County's primary police training institution. This assignment also provides an opportunity to improve recruitment for the Police Department.
EDUCATION AND EXPERIENCE REQUIRED INCLUDING TRAINING, REGISTRATION, LICENSURE AND ACCREDITATION	Minimum Requirements: • Must have completed the probationary period with the Creve Coeur Police Department. • Possess a bachelor's degree from an accredited university. • Must have a minimum of five years of experience as a POST-certified Peace Officer. • The Officer must obtain certification as a Generalist Instructor in accordance with MO POST requirements under 11CSR75-4.0140 (This certification may be obtained after selection).

ESSENTIAL JOB FUNCTIONS 1	In addition to the essential job functions that apply to the Police Officer position (refer to Job Description – Police Officer), this assignment requires excellent verbal and written communication skills, a high level of self-motivation, the ability to work effectively in a team, an interest in assisting others in developing law enforcement proficiency, and the ability to research law enforcement training issues. <u>Work Schedule and Other Expectations:</u> <u>Schedule:</u> The Officer detached to this assignment will be an eight (8) hour/day employee, with general hours ranging from 7:00 am to 5:00 pm, with the flexibility required to meet academy needs. <u>Deployment:</u> This is considered a full-time detachment and the Officer will report directly to the Police Academy on duty days. <u>Chain of Command:</u> The Officer, while assigned to the Police Academy, is performing as an independent contractor with the County, not an agent for the county, and will report to the Police Academy Director for matters pertaining to the assignment as a Police Academy Instructor. For accountability to the Creve Coeur Police Department, the Officer’s direct report at CCPD is the Professional Standards Bureau Commander. <u>Term of Deployment Specialized Assignment:</u> The Officer assigned to this detachment will serve on a one-year contractual basis, which can be renewed annually. The County and City reserve the right to terminate the contract at any time with no less than 30 days' notice. <u>Uniform:</u> The Officer assigned to this detachment will comply with Police Academy regulations regarding attire. <u>Selection Process:</u> The selection process and vetting will be facilitated by the Police Academy Director / Staff. The process may include a review of the Officers memorandum, an oral interview, a brief presentation, and a recommendation from the Creve Coeur Chief of Police.
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This job description in no way states or implies that these are the only duties to be performed by the employee occupying this position.



**AN ORDINANCE AUTHORIZING THE ISSUANCE OF A NEW CONDITIONAL USE
PERMIT FOR A 2,594 SQUARE-FOOT FULL-SERVICE RESTAURANT, FOR
TAZIKI'S MEDITERRANEAN CAFE, LOCATED AT 12704 OLIVE BOULEVARD,
WITHIN THE BELLERIVE PLAZA COMPLEX**

WHEREAS, under Section 405.360(C), all eating and drinking places in the "GC" General Commercial zoning district require the issuance of a conditional use permit as provided in Section 405.1070, Conditional Use Permits; and

WHEREAS, Scott Bonner, of Taziki's Mediterranean, submitted an application for a new conditional use permit for a 2,594 square foot restaurant, Taziki's, with 85 indoor seats, at 12704 Olive Boulevard, within the Bellerive Plaza complex; and

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Monday, December 18, 2023, beginning at 6:00 p.m. or immediately following the close of the previous public hearing, on said application for the conditional use permit as provided by Section 405.1070(D)(2); and

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

WHEREAS, the Planning and Zoning Commission reviewed and, by a 7-0 vote, recommended approval of the conditional use permit, subject to the conditions contained herein, at its meeting on December 18, 2023; and

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

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

1. Complies with all applicable provisions of the 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 that 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 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.
5. Will provide erosion control and on-site stormwater detention in accordance with the standards contained in Chapter 405.

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.

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

Section 1: A Conditional Use Permit is authorized to be issued pursuant to Section 3 hereof for the operation of a restaurant located at 12704 Olive Boulevard, in the "GC" General Commercial zoning district, within the Bellerive Plaza complex, whose legal description is as follows:

LOT 1 OF "BELLERIVE EXECUTIVE PARK PLAT TWO" IN U.S. SURVEY 1923 TOWNSHIP 45 AND 46 NORTH, RANGE 5 EAST OF THE 5TH PRINCIPAL MERIDIAN. CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 164 PAGE 62 OF THE ST LOUIS COUNTY RECORDS.

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

1. The Conditional Use Permit shall be for the operation of an approximately 2,615 square foot Full Service Restaurant establishment, NAICS 722511, at 12704 Olive Boulevard, within Bellerive Plaza.
2. Maximum seating permitted is limited to 85 indoor seats. The Zoning Administrator may authorize additional indoor or outdoor seating, based upon a complete review of the parking for Bellerive Plaza to ensure zoning code compliance.
3. Hours of operation shall be 11:00 AM to 9:00 PM Monday-Saturday and 11:00 AM to 8:00 PM on Sundays. Additional business hours may be permitted with the Zoning Administrator's approval including, but not limited to, the catering of special events.
4. Employee vehicles, delivery and company vehicles shall not be parked in front of the buildings and shall be parked as far from the public right-of-way as possible.
5. All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code and require permit approval.
6. A building permit in substantial conformance with the submitted plans as part of Application #23-038 shall be submitted for review for the interior buildout.
7. Any future enlargement, extension, expansion, or alteration in the use of the structures or site must be approved by the City Council upon receipt of the recommendation of the Planning and Zoning Commission as an amendment to the Conditional Use Permit before a Building Permit for the enlargement, expansion or alteration may be issued.
8. Failure to comply with any one or all of the conditions of this permit shall be adequate cause for the revocation of said permit by the City Council, provided, however, no permit shall be revoked without prior notice to the owner of the intention of the City Council to revoke this permit and reasonable time granted to the owner to correct or remedy any such breach of conditions, except for repeated breaches or violations.
9. No conditional use permit granted by the City Council shall be valid for a period longer than one year from the date it grants the conditional use permit, unless within such period: (1) a building permit is obtained and construction is begun; or (2) if a building permit is not required, an occupancy permit is obtained, and the use of the building commenced. The City Council may grant extensions to the one (1) year period of not more than one hundred and eighty (180) days each, without notice or hearing, provided that a written request for

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

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

Section 3: The City Administrator of the City of Creve Coeur is hereby authorized and directed to issue a Conditional Use Permit in accordance with the provisions of this ordinance, said permit to expressly provide for the conditions and stipulations hereinabove set out in Section 2 of this ordinance. Exercise of the rights granted pursuant to the issued permit shall constitute acceptance of all conditions and stipulations set forth herein.

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

ADOPTED THIS ____ DAY OF _____, 2024.

NICOLE GREER
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2024.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE
CITY CLERK



City
of

CREVE COEUR

PLANNING DIVISION

300 North New Ballas Road, Creve Coeur, Missouri 63141

Tel. (314) 872-2501 • Fax (314) 872-2505

File # _____

PLANNING AND ZONING COMMISSION AGENDA APPLICATION CONDITIONAL USE PERMIT

PLEASE COMPLETE FRONT AND BACK PAGES

Applicant:	Applicant's Representative (if applicable):
Name <u>Scott Boone</u>	Name <u>Toby Rumbarger</u>
Company (if applicable) <u>Taziki's mediterranean bnb</u>	Company (if applicable) <u>3009 Pumphouse Road, Suite 100</u>
Address <u>3009 Pumphouse Road, Suite 200</u>	Address <u>Vestavia, AL 35243</u>
Address <u>Vestavia, AL 35243</u>	Address <u>Vestavia, AL 35243</u>
Telephone # <u>314 422-2766</u>	Telephone # <u>205-529-8476</u>
Fax # _____	Fax # _____
Email: <u>Sboone@tazikis.com</u>	Email: <u>toby@badnugroup.com</u>
_____ Applicant's Signature	_____ Applicant's Representative's Signature

Property Information:	Owner's Acknowledgement (if different from applicant):
Address <u>12718 Olive Blvd</u>	Name <u>Loren Strobl</u>
Address <u>Creve Coeur</u>	Company (if applicable) <u>USR Desco Bellerive Plaza c/o The Desco Group</u>
Development Name (if any) <u>Bellerive Plaza</u>	Address <u>25 N. Brentwood Blvd</u>
Current Zoning <u>GC - General Commercial District</u>	Address <u>St. Louis, MO 63105</u>
Prior CUP Approvals (if known) <u>Crazy Bawls & Wraps</u>	Telephone # <u>314-994-4090</u>
_____	Fax # _____
_____	Email: <u>lstrobl@DescoGroup.com</u>
_____	_____ Owner's Signature <u>VP</u>

Description of Requested Use (attach additional sheets as needed)

General Description of Business: Mediterranean restaurant for
dine in, take out.

Gross Floor Area – Existing and Proposed: 2594 sq ft

Number of Seats (for restaurant only): 85 occupants

Number of Employees at the busiest shift: 9 employees

Hours of Operation: 11am to 9pm - Mon - Sat. 11am to 8pm Sunday.

Current or Most Recent Use of the Property: Crazy Bawls & Wraps Restaurant

Will the applicant apply for a liquor license: Yes ☒ No ☐

Rationale

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

Submittal Checklist

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

Preferred Public Hearing Date: Monday, _____, 20____.

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

Office Use Only

____ All Sections Complete
____ All Documents, incl. e-Copies
____ Fees Paid

Received By: _____
Date: _____

Revised: 7/22



November 3, 2023

Taz St. Louis, LLC
3009 Pump House Road, Suite 200
Birmingham, AL 35243

City of Creve Coeur
Planning and Zoning Commission
City Hall
300 N. New Ballas Road
Creve Coeur, MO 63141

RE: Petition for a Conditional Use Permit for Taziki's Mediterranean Cafe Restaurant at
12718 Olive Blvd, Creve Coeur, Bellerive Plaza

Dear Members of the City of Creve Coeur Planning and Zoning Commission,

I am writing to formally request a Conditional Use Permit (CUP) for the operation of a Taziki's Mediterranean Cafe Restaurant at 1271B Olive Blvd, Creve Coeur, Bellerive Plaza. The previous tenant at this location was a restaurant, and we believe that granting this permit is in line with the spirit and purpose of the area's zoning regulations.

Taziki's Mediterranean Cafe is a well-established and respected restaurant chain that offers a unique and healthy dining experience. We are excited to bring our brand to Creve Coeur, and we are committed to complying with all local regulations and guidelines. We have reviewed the zoning requirements for this location and believe that our establishment will be a valuable addition to the community.

Following are some key points in favor of granting the Conditional Use Permit for Taziki's Mediterranean Cafe at 12718 Olive Blvd:

Previous Restaurant Usage: As mentioned, the space was previously occupied by a restaurant. Our proposed use as a Mediterranean cafe aligns with the previous use, and we intend to maintain and enhance the ambiance and services offered.

High Quality and Unique Dining Experience: Taziki's Mediterranean Cafe is known for its high-quality Mediterranean cuisine, fresh ingredients, and a welcoming atmosphere. Our establishment will provide residents with a unique dining option in the area.

Economic Contribution: Our restaurant will contribute to the local economy by creating jobs, generating tax revenue, and attracting visitors to Bellerive Plaza.

Compliance with Zoning Regulations: We are committed to adhering to all zoning regulations and requirements, and we have reviewed the necessary zoning codes to ensure full compliance.

Community Engagement: We are enthusiastic about becoming part of the Creve Coeur community. We are committed to engaging with the community, participating in local events, and supporting local initiatives.

We kindly request the City of Creve Coeur Planning and Zoning Commission to consider our application for a Conditional Use Permit favorably, as we are confident that our presence in Bellerive Plaza will be a positive addition to the community. We understand and respect the importance of adhering to zoning regulations and are prepared to fulfill all the necessary requirements.

If you require any additional information or have any questions, please do not hesitate to contact me at bmagruder@tazikis.com or 205-547-3630.

Thank you for your time and consideration. We look forward to the opportunity to bring Taziki's Mediterranean Cafe to the community and contribute to the growth and vibrancy of Creve Coeur.

Sincerely,



Billy Magruder
Chief Financial Officer

This petition was acknowledged before me on this 3rd day of November 2023.



MELLANIE SOSNOWCHIK
Notary Public
ALABAMA STATE AT LARGE
My Commission Expires April 19, 2025



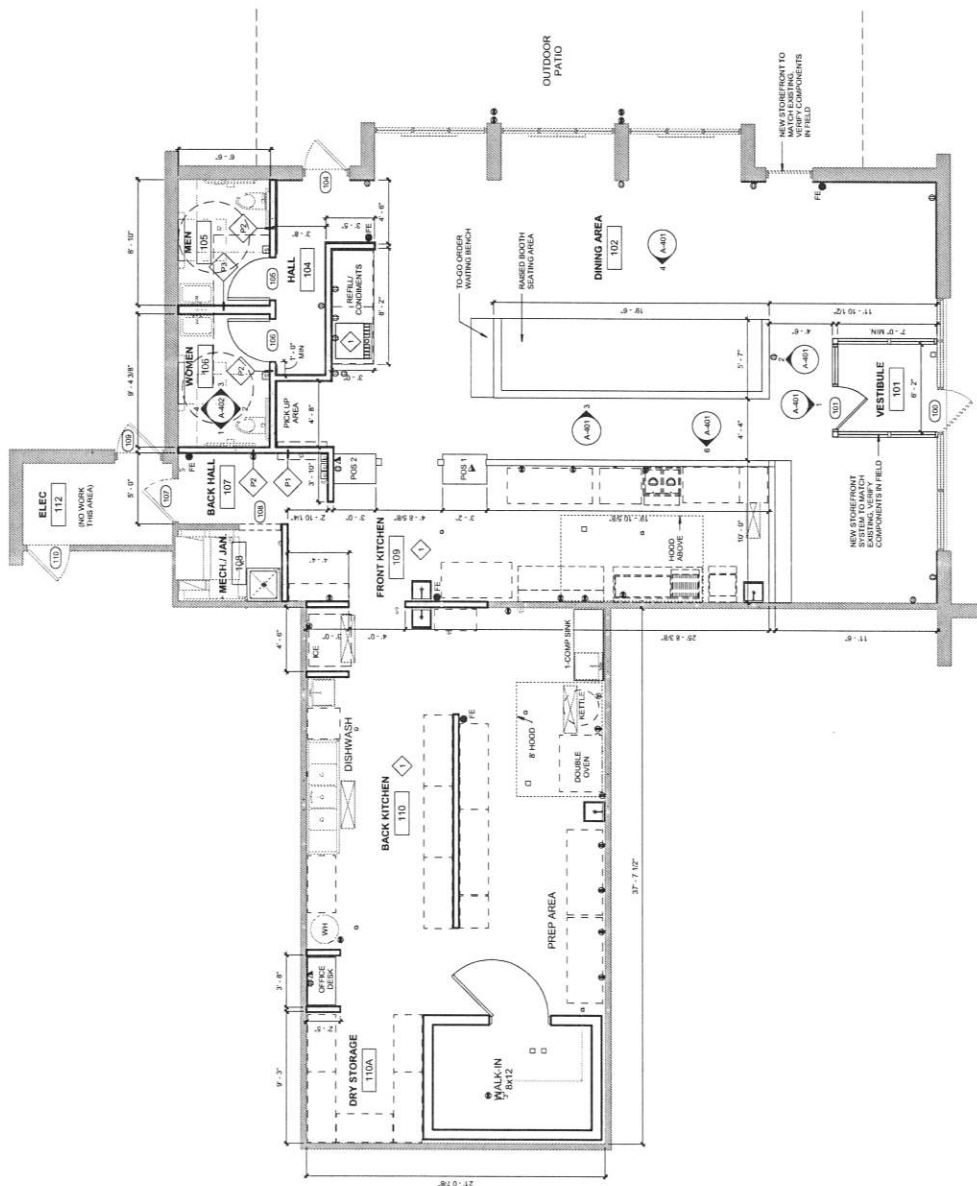
Signature of Notary

Commissioned in ~~Jefferson County~~, AL.

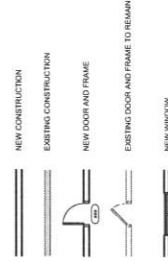
Shelby Co.

GENERAL NOTES - FLOOR PLANS

1. ALL NEW WORK SHALL MEET ALL APPLICABLE CODES AND ORDINANCES.
2. REQUIREMENTS SHALL COVER ALL ITEMS FOR APPLICABLE CODES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.
4. NOTIFY ARCHITECT OF ANY DISCREPANCIES BETWEEN THE PROJECT DOCUMENTS AND THE FIELD CONDITIONS PRIOR TO THE BEGINNING OF THE PROJECT.
5. ALL DISCREPANCIES SHALL BE REPORTED TO THE ARCHITECT PRIOR TO THE BEGINNING OF THE PROJECT.
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LEGEND - FLOOR PLANS



core 10
an ARCHITECTURE
DRAWING TITLE
FLOOR PLAN

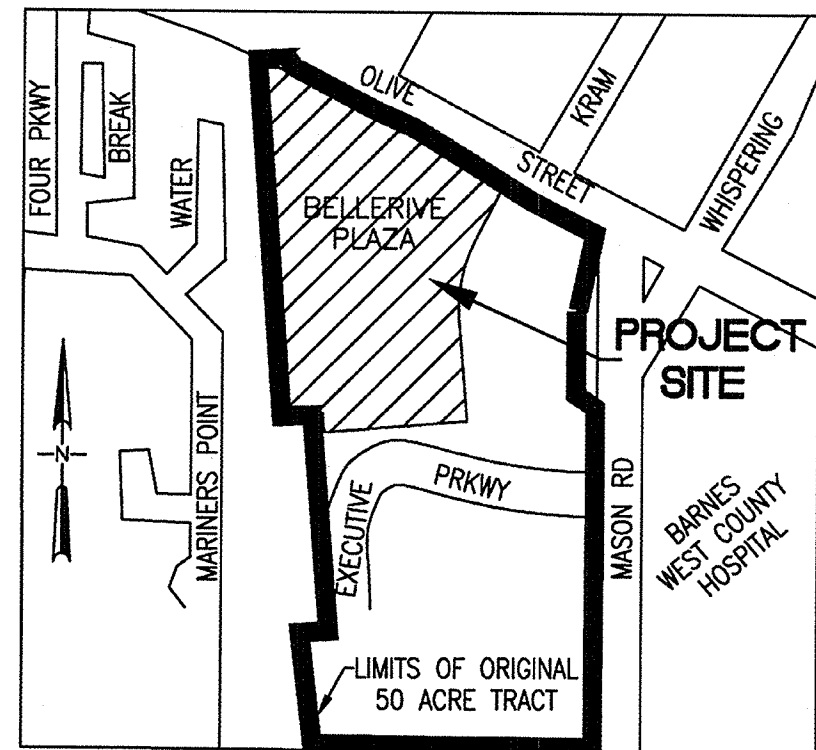
PROJECT TITLE
TAKIZAKI'S RESTAURANT
12712 OLIVE BLVD
CREVE COEUR, MO 63141

1501 Lindell Blvd., Suite 10
Northwest, Missouri 63108
724.455.0080
core10architect.com

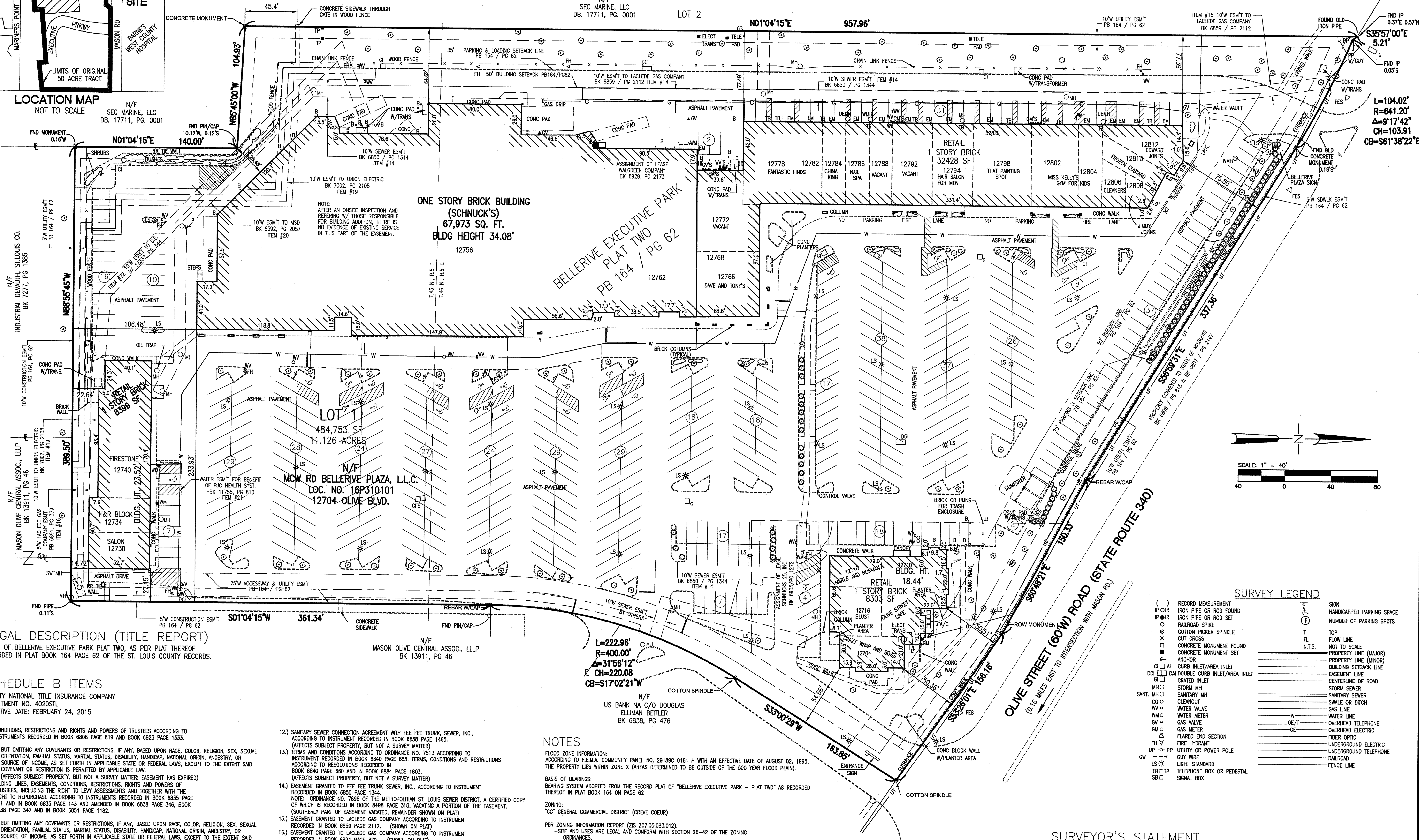
1 FIRST FLOOR PLAN - NEW WORK
A-101 1/4" = 1'-0"

ALTA/ACSM LAND TITLE SURVEY

LOT 1 OF "BELLERIVE EXECUTIVE PARK PLAT TWO"
IN U.S. SURVEY 1923 TOWNSHIP 45 AND 46 NORTH, RANGE 5 EAST
OF THE 5TH PRINCIPAL MERIDIAN
CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI



LOCATION MAP
NOT TO SCALE



LEGAL DESCRIPTION (TITLE REPORT)
LOT 1 OF BELLERIVE EXECUTIVE PARK PLAT TWO, AS PER PLAT THEREOF
RECORDED IN PLAT BOOK 164 PAGE 62 OF THE ST. LOUIS COUNTY RECORDS.

SCHEDULE B ITEMS

FIDELITY NATIONAL TITLE INSURANCE COMPANY
COMMITMENT NO. 402051L
EFFECTIVE DATE: FEBRUARY 24, 2015

8.) CONDITIONS, RESTRICTIONS AND RIGHTS AND POWERS OF TRUSTEES ACCORDING TO INSTRUMENTS RECORDED IN BOOK 6806 PAGE 819 AND BOOK 6923 PAGE 1333.

BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW.
(AFFECTS SUBJECT PROPERTY, BUT NOT A SURVEY MATTER)

9.) BUILDING LINES, EASEMENTS, CONDITIONS, RESTRICTIONS, RIGHTS AND POWERS OF TRUSTEES, INCLUDING THE RIGHT TO LEVY ASSESSMENTS AND TOGETHER WITH THE RIGHT TO REPURCHASE ACCORDING TO INSTRUMENTS RECORDED IN BOOK 6835 PAGE 121 AND IN BOOK 6835 PAGE 143 AND AMENDED IN BOOK 6838 PAGE 346, BOOK 6838 PAGE 347 AND IN BOOK 6851 PAGE 1182.

BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW.

NOTE: BY INSTRUMENT RECORDED IN BOOK 6839 PAGE 2027, DESCO INVESTMENT COMPANY HAS IMPOSED THE PROPERTY DESCRIBED IN SCHEDULE A HEREOF TO LIMITED ENFORCEMENT RIGHTS OF THE ABOVE INDENTURES.

(AFFECTS SUBJECT PROPERTY, BUT NOT A SURVEY MATTER)

10.) MAINTENANCE AGREEMENT FOR ROADWAYS ACCORDING TO INSTRUMENT RECORDED IN BOOK 6838 PAGE 348. (AFFECTS SUBJECT PROPERTY, BUT NOT A SURVEY MATTER)

11.) AGREEMENT WITH FEE FEE TRUNK SEWER, INC., AS TO TREATMENT AND DISPOSAL OF SANITARY SEWAGE WITH PROVISIONS FOR ASSESSMENTS, ACCORDING TO INSTRUMENT RECORDED IN BOOK 6838 PAGE 1451.

(AFFECTS SUBJECT PROPERTY, BUT NOT A SURVEY MATTER)

12.) SANITARY SEWER CONNECTION AGREEMENT WITH FEE FEE TRUNK, SEWER, INC., ACCORDING TO INSTRUMENT RECORDED IN BOOK 6838 PAGE 1465.

(AFFECTS SUBJECT PROPERTY, BUT NOT A SURVEY MATTER)

13.) TERMS AND CONDITIONS ACCORDING TO ORDINANCE NO. 1513 ACCORDING TO INSTRUMENT RECORDED IN BOOK 6840 PAGE 653. TERMS, CONDITIONS AND RESTRICTIONS ACCORDING TO RESOLUTIONS RECORDED IN BOOK 6840 PAGE 650 AND IN BOOK 6884 PAGE 1803.

(AFFECTS SUBJECT PROPERTY, BUT NOT A SURVEY MATTER)

14.) EASEMENT GRANTED TO FEE FEE TRUNK SEWER, INC., ACCORDING TO INSTRUMENT RECORDED IN BOOK 6850 PAGE 1344.

NOTE: INSTRUMENTS RECORDED IN BOOK 6849 PAGE 310, VACATING A PORTION OF THE EASEMENT.

(SOUTHERLY PART OF EASEMENT VACATED, REMAINDER SHOWN ON PLAT)

15.) EASEMENT GRANTED TO LACLEDE GAS COMPANY ACCORDING TO INSTRUMENT RECORDED IN BOOK 6859 PAGE 2112. (SHOWN ON PLAT)

16.) EASEMENT GRANTED TO LACLEDE GAS COMPANY ACCORDING TO INSTRUMENT RECORDED IN BOOK 6891 PAGE 379. (SHOWN ON PLAT)

17.) TERMS AND PROVISIONS OF THE DEVELOPMENT PLAT RECORDED IN PLAT BOOK 172 PAGE 98 AND PLAT BOOK 172 PAGE 99. (AFFECTS SUBJECT PROPERTY, TERMS AND PROVISIONS ON PLAT ARE ELIGIBLE AND NON PLOTTABLE)

18.) TERMS AND PROVISIONS OF THE DEVELOPMENT PLAT RECORDED IN PLAT BOOK 181 PAGE 28. (AFFECTS SUBJECT PROPERTY, TERMS AND PROVISIONS ON PLAT ARE ELIGIBLE AND NON PLOTTABLE)

19.) EASEMENT GRANTED TO UNION ELECTRIC COMPANY ACCORDING TO INSTRUMENT RECORDED IN BOOK 7002 PAGE 2108. (SHOWN ON PLAT)

20.) EASEMENT GRANTED TO METROPOLITAN ST. LOUIS SEWER DISTRICT ACCORDING TO INSTRUMENT RECORDED IN BOOK 6892 PAGE 2057. (SHOWN ON PLAT)

21.) EASEMENT AGREEMENT BY AND BETWEEN DESCO INVESTMENT COMPANY, L.L.C., B/C HEALTH SYSTEM AND MASON OLIVE ASSOCIATES, ACCORDING TO INSTRUMENT RECORDED IN BOOK 11755 PAGE 810. (EASEMENT TO ADD WATER LINE AND HYDRANT FOR BENEFIT OF ADJACENT PROPERTY, SHOWN ON PLAT)

22.) EASEMENT GRANTED TO UNION ELECTRIC COMPANY D/B/A AMEREN UE BY INSTRUMENT RECORDED IN BOOK 12332 PAGE 344. (SHOWN ON PLAT)

NOTES

FLOOD ZONE INFORMATION:
ACCORDING TO F.E.M.A. COMMUNITY PANEL NO. 29189C 0161 H WITH AN EFFECTIVE DATE OF AUGUST 02, 1995, THE PROPERTY LIES WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE OF THE 500 YEAR FLOOD PLAIN).

BASIS OF BEARINGS:

BEARING SYSTEM ADOPTED FROM THE RECORD PLAT OF "BELLERIVE EXECUTIVE PARK - PLAT TWO" AS RECORDED THEREOF IN PLAT BOOK 164 ON PAGE 62

ZONING:

"GC" GENERAL COMMERCIAL DISTRICT (CREVE COEUR)

PER ZONING INFORMATION REPORT (ZIS 207.05.083012):

- SITE AND USES ARE LEGAL AND CONFORM WITH SECTION 28-42 OF THE ZONING ORDINANCES.
- A VARIANCE WAS ISSUED ALLOWING UP TO 45 PARKING SPACES FOR AN EATING AND DRINKING ESTABLISHMENT.

MINIMUM LOT SIZE 21,780 S.F.
MAXIMUM HEIGHT 3 STORIES OR 45 FEET

SETBACKS:
FRONT 50 FEET
REAR 15 FEET
SIDE 15 FEET (ABUTTING WEST PROPERTY LINE)
12 FEET (ABUTTING EAST PROPERTY LINE)

PARKING SPACES:
503 SPACES (REGULAR)
24 SPACES (HANDICAP)
527 SPACES

CEMETERIES:
NO OBSERVABLE EVIDENCE OF ANY PRE-EXISTING CEMETERIES

SURVEY LEGEND

()	RECORD MEASUREMENT	()	SIGN
IP OR	IRON PIPE OR ROD FOUND	()	HANDICAPPED PARKING SPACE
IP OR	IRON PIPE OR ROD SET	()	NUMBER OF PARKING SPOTS
○	RAILROAD SPIKE	T	TOP
○	COTTON PICKER SPINDLE	FL	FLOW LINE
×	CUT CROSS	N.T.S.	NOT TO SCALE
□	CONCRETE MONUMENT FOUND		PROPERTY LINE (MAJOR)
□	CONCRETE MONUMENT SET		PROPERTY LINE (MINOR)
□	ANCHOR		BUILDING SETBACK LINE
□	ANCHOR		EASEMENT LINE
□	ANCHOR		CENTERLINE OF ROAD
□	ANCHOR		STORM SEWER
□	ANCHOR		SANITARY SEWER
□	ANCHOR		SWALE OR DITCH
□	ANCHOR		GAS LINE
□	ANCHOR		WATER VALVE
□	ANCHOR		WATER METER
□	ANCHOR		GAS VALVE
□	ANCHOR		GAS METER
□	ANCHOR		FLARED END SECTION
□	ANCHOR		FIRE HYDRANT
□	ANCHOR		UTILITY OR POWER POLE
□	ANCHOR		GUY WIRE
□	ANCHOR		LIGHT STANDARD
□	ANCHOR		TELEPHONE BOX OR PEDESTAL
□	ANCHOR		SIGNAL BOX

SURVEYOR'S STATEMENT

TO: USR-DESCO BELLERIVE PLAZA, LLC F/K/A MCW-RD BELLERIVE PLAZA, LLC, A DELAWARE LIMITED LIABILITY COMPANY (OWNER)(CLIENT)
BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT FOR CERTAIN LENDERS (LENDER)
FIDELITY NATIONAL TITLE INSURANCE COMPANY (TITLE INSURANCE COMPANY)

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS AND INCLUDES ITEMS 1, 2, 3, 4, 6(B), 7A, 7(B)(1), 7(C), 8, 9, 10(A), 11(B), 13, 14, 16, 17, 18, 19, 20(A), AND 21 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON MARCH 24, 2015.

6-10-15
DATE

Christine M. Beasley
CHRISTINE M. BEASLEY, PLS
MISSOURI LAND SURVEYOR NO. 2002014096
EXPIRATION DATE: DECEMBER 31, 2016
KDS MO. CORPORATE LIC# 000078, EXP. 12-31-18

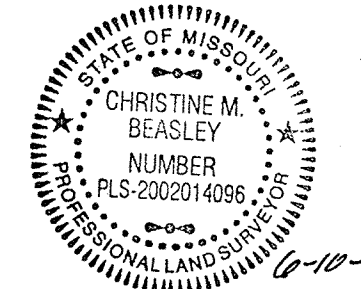
ALTA/ACSM LAND TITLE SURVEY
BELLERIVE PLAZA

Kuhmann design Group, Inc.
66 Progress Parkway
St. Louis, Missouri 63043-3706
Tel: 314.434.8898 Fax: 314.434.8280
St. Louis, MO • Belleville, IL

KdG

DISCLAIMER OF RESPONSIBILITY

I hereby specify that the documents intended to be authorized by my seal are limited to this sheet, and I hereby disclaim any responsibility for all other drawings, specifications, estimates, reports or other documents or instruments relating to or intended to be used for any part or parts of the architectural or engineering project or survey.



Christine M. Beasley

SURVEY

MISSOURI ARCHITECTURAL CORPORATION CERTIFICATE LIC. NO.: 000216
MISSOURI PROFESSIONAL ENGINEERING CORPORATION CERTIFICATE LIC. NO.: 000255
MISSOURI PROFESSIONAL LAND SURVEY CORPORATION CERTIFICATE LIC. NO.: 000078

NO.	DATE	ATTY COMMENTS
1	6/2/15	ATTY COMMENTS
2	6/9/15	ATTY COMMENTS

PROJECT NO. 150043 CONTRACT NO. 0004

DRAWN JPB CHECKED CMB

DATE: MARCH 2015

ALTA/ACSM LAND TITLE SURVEY

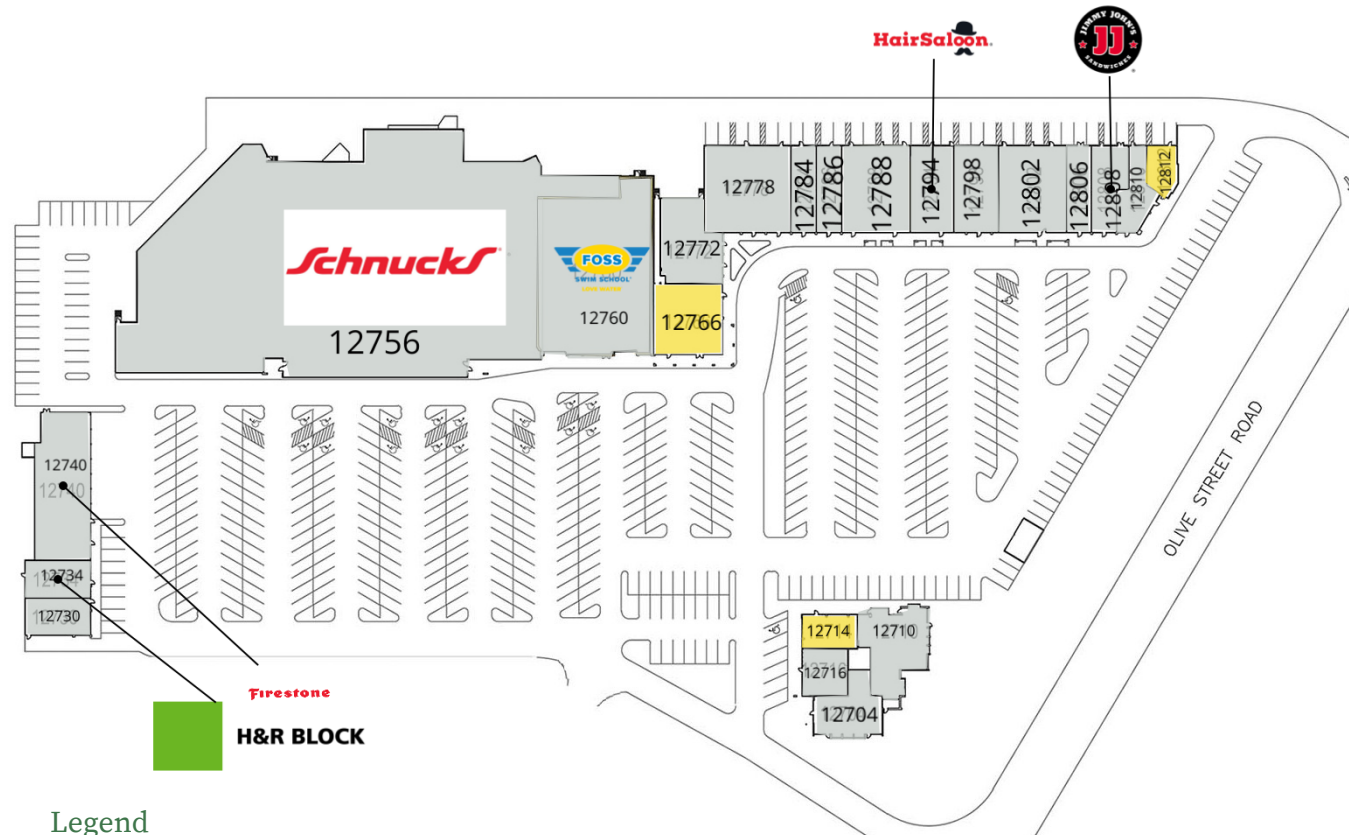
SHEET 1 OF 1

S1

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Bellerive Plaza

12756 OLIVE BLVD. | CREVE COEUR, MO 63141



Suite	Tenant	Size
12704	Taziki's Mediterranean Cafe	2,615 SF
12710	Timothy's Restaurant	3,049 SF
12714	Available	1,215 SF
12716	Blust's Jewelry	1,290 SF
12730	Earthwise Pet Supply	1,500 SF
12734	H&R BLOCK	1,500 SF
12740	Firestone Tires	4,230 SF
12756	Schnucks	56,747 SF
12760	Foss Swim School	11,238 SF
12766	Available	3,154 SF
12778	Fantastic Finds	4,877 SF
12784	China King	1,400 SF
12786	Nail Spa	1,470 SF
12788	Elite Physical Therapy	3,780 SF
12794	Hair Saloon for Men	2,450 SF
12798	That Painting Spot	2,491 SF
12802	Miss Kelly's Gym	3,816 SF
12806	Gateway Coffee	1,400 SF
12808	Jimmy John's Gourmet Sandwiches	1,730 SF
12810	Silky's	1,435 SF
12812	Available	960 SF
12772	Yarncom	2,950 SF

TOTAL CENTER: 115,252 SF

Legend

Available

Unavailable

Mark Pearl

314.994.4050

mpearl@descogroup.com

Tenant	Use	Size (sq. ft.)	Parking Regulations	# of spaces
12704 – Taziki’s Mediterranean Cafe	Restaurant (85 indoor seats)	2,615	<i>1/3 seats in CUP, + 1/250 sq. ft..</i>	40
12710 – Timothy’s Restaurant	Restaurant (72 indoor seats)	3,049	<i>1/3 seats in C.U.P. + 1/250 sq. ft..</i>	37
12714 – Vacant	General Retail	1,215	<i>4/1000 sq. ft.</i>	5
12716 – Blust’s Jewelry	Jewelry Store	1,290	<i>4/1000 sq. ft.</i>	5
12730 – EarthWise Pet Supply	Pet and Pet Supplies Stores	1,500	<i>4/1000 sq. ft.</i>	6
12734 – H&R Block	Tax Preparation Services	1,500	<i>4/1000 sq. ft.</i>	6
12740 – Firestone Tire	General Automotive Repair	4,230	<i>1/300 sq. ft + 1/service bay</i>	21
12756 – Schnucks	Super Markets and Other Grocery (Except Convenience) Stores	56,747	<i>4/1000 sq. ft</i>	228
12760-Foss Swim School	Swim School	11,238	<i>1/200 sq. ft.</i>	56
12766 – Dave and Tony’s	Restaurant (Approx. 64 indoor seats)	3,154	<i>1/3 estimated seats + 1/250 sq. ft.</i>	35
12772 – Yarncom	General Retail	2,950	<i>4/1000 sq. ft</i>	12
12778 – Fantastic Finds	Used Merchandise Store	4,877	<i>4/1000 sq. ft.</i>	20
12784 – China King*	Restaurant < 16 seats	1,400	<i>4/1000 sq. ft.</i>	6
12786 – Nail Spa	Services – Nail Salon	1,470	<i>4/1000 sq. ft.</i>	6
12788 – Elite Physical Therapy	Offices of Physical, Occupational and Speech Therapists and Audiologists	3,780	<i>4/1000 sq. ft.</i>	16
12794 –Hair Saloon for Men	Barber Shop	2,450	<i>4/1000 sq. ft</i>	10
12798 – That Painting Spot	General Retail	2,491	<i>4/1000 sq. ft.</i>	10
12802 – Miss Kelly’s Gym	Fitness and Recreational Sports Centers	3,816	<i>1/150 sq. ft.</i>	26
12806 – Gateway Coffee	Restaurant < 16 seats	1,400	<i>4/1000 sq. ft.</i>	6
12808 – Jimmy John’s*	Restaurant < 16 seats	1,730	<i>4/1000 sq. ft.</i>	7
12810 – Silky’s*	Restaurant < 16 seats	1,435	<i>4/1000 sq. ft.</i>	6
12812 – Edward Jones	Investment Advice	960	<i>4/1000 sq. ft.</i>	4
Sub-total:				568
Minus 15% Reduction				86
Total # of Parking Spaces Required:				482
Total Available On-site:				527
Excess Parking:				45



city of CREVE COEUR

300 North New Ballas Road • Creve Coeur, Missouri 63141

(314) 432-6000 • www.crevecoeurmo.gov

APPLICATION TO PLANNING AND ZONING COMMISSION #23-038: CONDITIONAL USE PERMIT FOR 2,594 SQUARE FOOT TAZIKI'S MEDITERRANEAN CAFE FULL-SERVICE RESTAURANT LOCATED AT 12704 OLIVE BOULEVARD WITHIN BELLERIVE PLAZA

FOR THE MEETING OF: **Monday, December 18, 2023, 6:00 PM.**

LOCATION: 12704 Olive Boulevard (see attached map). Zoned GC General Commercial District.

REQUEST: Scott Bonner, of Taziki's Mediterranean Cafe, has submitted an application for a conditional use permit to allow Taziki's Mediterranean Cafe to occupy the 2,615 square foot suite 12704 in the Bellerive Plaza shopping center with approx. 85 indoor seats at 12704 Olive Boulevard in Creve Coeur, MO 63141. NAICS 722511 Full-Service Restaurants require a conditional use permit with review by the Planning and Zoning Commission and approval of an ordinance by the City Council.

ADDITIONAL INFORMATION:

The previous restaurant at this location, Crazy Bowls and Wraps, was operating without a Conditional Use Permit because it was in operation when the shopping center was incorporated into the City of Creve of Coeur and was allowed to continue to operate per Section 405.210 of the Zoning Code.

Key Issues:

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

Creve Coeur 2030 Plan References

- MU-Mixed Use District

Zoning Code References

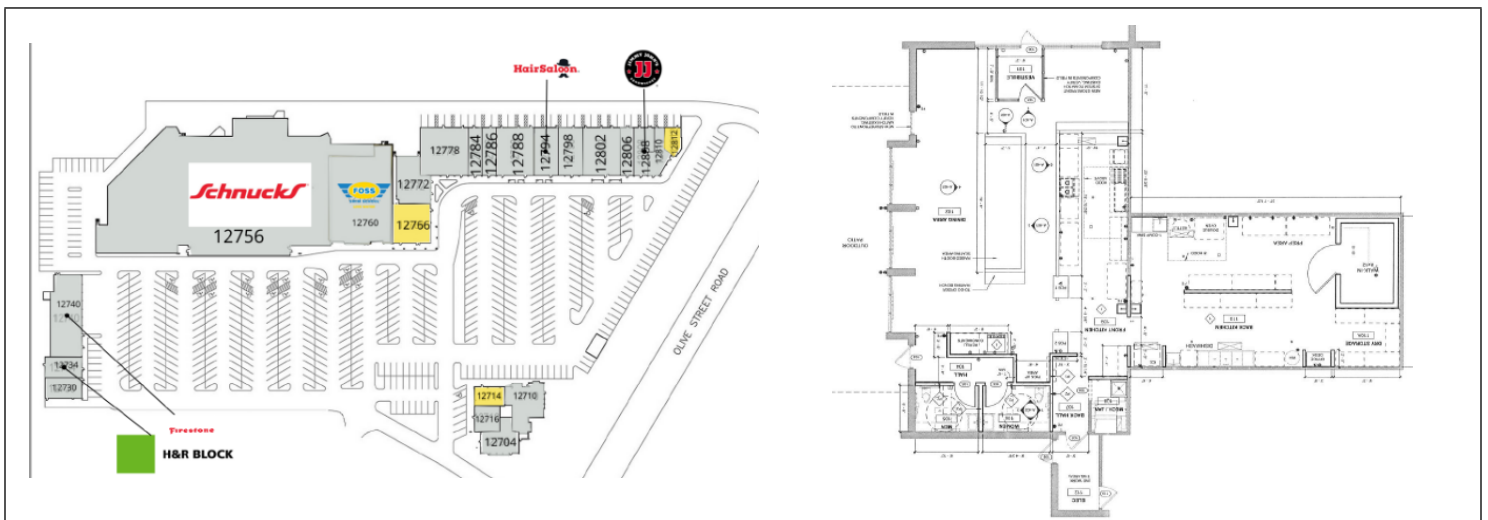
- Section 405.360: GC-General Commercial District
- Section 405.470: Conditional Use Permit
- Section 405.820: Required Off-Street Parking Spaces

APPLICANT:

Scott Bonner
Taziki's Mediterranean Cafe
3009 Pumphouse Road, Ste 200
Vestavia Hills, AL 35243

PROPERTY OWNER:

Toby Rumbarger
Taziki's Mediterranean Cafe
3009 Pumphouse Road, Ste 200
Vestavia Hills, AL 35243



REPORT PREPARED BY: Bethany Moore, City Planner

DATE: 12/12/2023

ATTACHMENTS: Applicant's Materials received November 6, 2023
Draft Ordinance

BACKGROUND:

Bellerive Plaza shopping center, located south of Olive Boulevard and west of Mason Road, was approved and constructed in 1980 in compliance with St. Louis County zoning regulations. The property was annexed by the City of Creve Coeur in 1996, and subsequently zoned "GC" General Commercial. The center consists of three buildings, housing approximately 22 tenant spaces, including the anchor of a Schnucks Supermarket, and totals 115,232 square feet. Bellerive Plaza currently has 19 tenants and three retail vacancies. The overall development is legally pre-existing, with non-conforming site coverage. The existing uses at the time of incorporation are allowed to continue as if approved per Section 405.210 (A)(2) which states:

2. Conditional uses. No conditional use, as designated within this Chapter, shall hereafter be established unless such use has been approved pursuant to the provisions of Section 405.470. Any existing use which was a permitted use prior to the adoption of this Chapter, and which is designated as a conditional use by this Chapter may continue as if it were approved as a conditional use.

The previous tenant, Crazy Bowls and Wraps, had been operating in the 2,594 square foot space for at least two decades and its use most likely predated the annexation of the shopping center into Creve Coeur. There is no Conditional Use Permit on file with the City for a restaurant use at this location. The new tenant, Taziki's Mediterranean Café, therefore, must seek a CUP for a full-service restaurant use.

PROJECT DESCRIPTION

The Applicant is seeking approval for a Conditional Use Permit to operate a Full-Service Restaurant (NAICS 72211), Taziki's Mediterranean Café in the former Crazy Bowls and Wraps' location within an outbuilding of Bellerive Plaza shopping center. Taziki's is a dine in and take out fast casual chain offering Greek and Mediterranean fare such as gyros, sandwiches, soups and salads. The applicant does not plan to make any exterior changes to the location. The applicant is proposing 85 indoor seats. The tenant space includes a patio for additional outdoor seating and these outdoor seats are not required to be included in the parking calculation for this use. The restaurant's gross floor area is 2,594 square feet. The restaurant will operate from 11:00 AM to 9:00 PM Monday-Saturday and 11:00 AM to 8:00 PM on Sundays. There will be 9 employees during the busiest hours of operation.

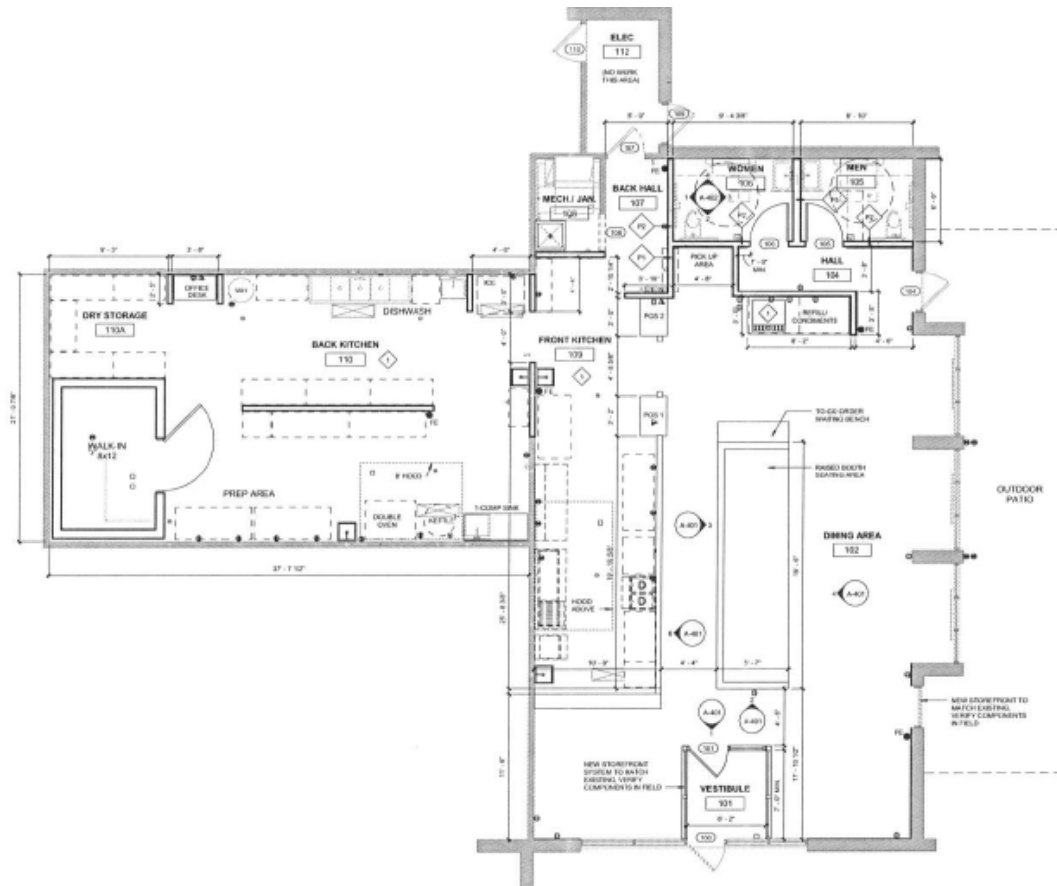


Figure 1: Taziki's Interior Floor Plan

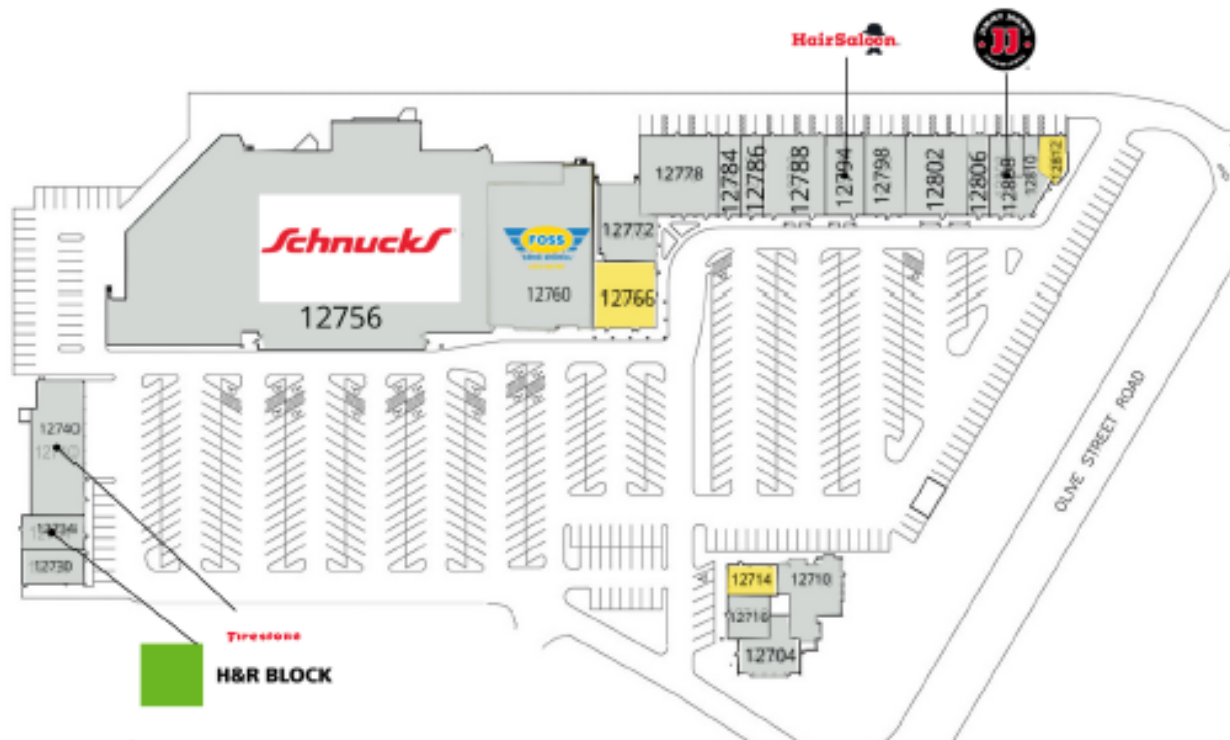


Figure 2: Taziki's Location within Bellerive Plaza.

LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

DIRECTION	USE	ZONED	SEPARATED BY
North	Commercial	Unincorporated St. Louis County	Olive Boulevard
South	Office	PO-Planned Office	N/A
East	Bank	GC-General Commercial	Bellerive Plaza
West	Residential	AR-Attached Single-Family Residential	N/A

COMPREHENSIVE PLAN REVIEW

Creve Coeur 2030 Plan

The *Creve Coeur 2030 Plan* includes the overall goal for Placemaking & Community Identity by creating mixed-use, walkable districts (p. 45), and the long-term Economic Growth & Community Services goal of providing community services, amenities, and experiences necessary to leverage and capture the changing consumer preferences for more lifestyle centers (p. 47). The subject property is located within the West Olive Corridor Mixed-use District (MU) Place type that has a vision to create a visually distinctive and regionally recognized commercial corridor that improves walkable and bikeable access to retail and service businesses for the “day-to-day” use of Creve Coeur’s residents and workers. The MU Place type supports the development of a variety of medium-density commercial, retail, office, institutional, dining, community services, and multi-family residential within a suburban context. These land uses are supported primarily through vehicular access with improved walkability, pedestrian connections to adjacent neighborhoods, and beautifully landscaped street frontages. (p. 82). The applicant is replacing a previous restaurant use with a restaurant use in the space within a retail building in Bellerive Plaza. The proposal is in line with the recommendations of the Comprehensive Plan’s vision for West Olive to promote plentiful outdoor public dining amenities with a beautifully landscaped primary street frontage (p.86). Therefore, the use within the Plaza is consistent with the Comprehensive Plan as much as this proposal can be.

ZONING REVIEW

NAICS 722511 Full-Service Restaurants are permitted as conditional uses with review and approval by the City Council upon the recommendation of the Planning and Zoning Commission in all of the commercial districts of the City. The entire Bellerive Plaza complex is 11.13 acres with approximately 115,252 square feet of retail space. The proposal is for 2,594 square feet thus representing roughly 2.3% of the complex’s square footage.

Parking:

Parking regulations for restaurants are discussed under Section 405.820(F)(5)(a) Required Off-Street Parking Spaces requires one (1) parking space per every three (3) seats of maximum occupancy recorded under the conditional use permit plus one (1) parking space per every two hundred fifty (250) square feet of total building floor area. Outdoor seating is no longer taken into account for parking requirements. Multi-tenant retail shopping centers designed for restaurant, retail uses, and personal service establishments may combine the total parking spaces for each use, less a fifteen percent (15%) reduction in the total number of parking spaces required, per Section 405.820(B)(1).

The proposed use is a full-service restaurant, serving both dine-in and carryout customers with a proposed seat count of 85 indoor seats. There is also a patio that will accommodate outdoor seating. The majority of the other existing restaurant spaces do not have Conditional Use Permits as the tenant space was occupied as a restaurant use before Bellerive Plaza was incorporated into the City of Creve Coeur in 1995 and per Section 405.210 (A)(2) were able to continue operating as if they had one. Due to these pre-existing conditions, seating counts for the restaurants to determine required parking for each use is not

documented. Staff relied on estimates provided by each restaurant for the parking table. All of the required parking for each use minus the 15% reduction for shopping centers means that 466 parking spaces are required for this site. When the 466 parking spots required are subtracted from the 527 parking spots on site, there are 61 parking spaces left over in surplus. The parking lot is in good condition and the on-site parking meets the Zoning Code requirements.

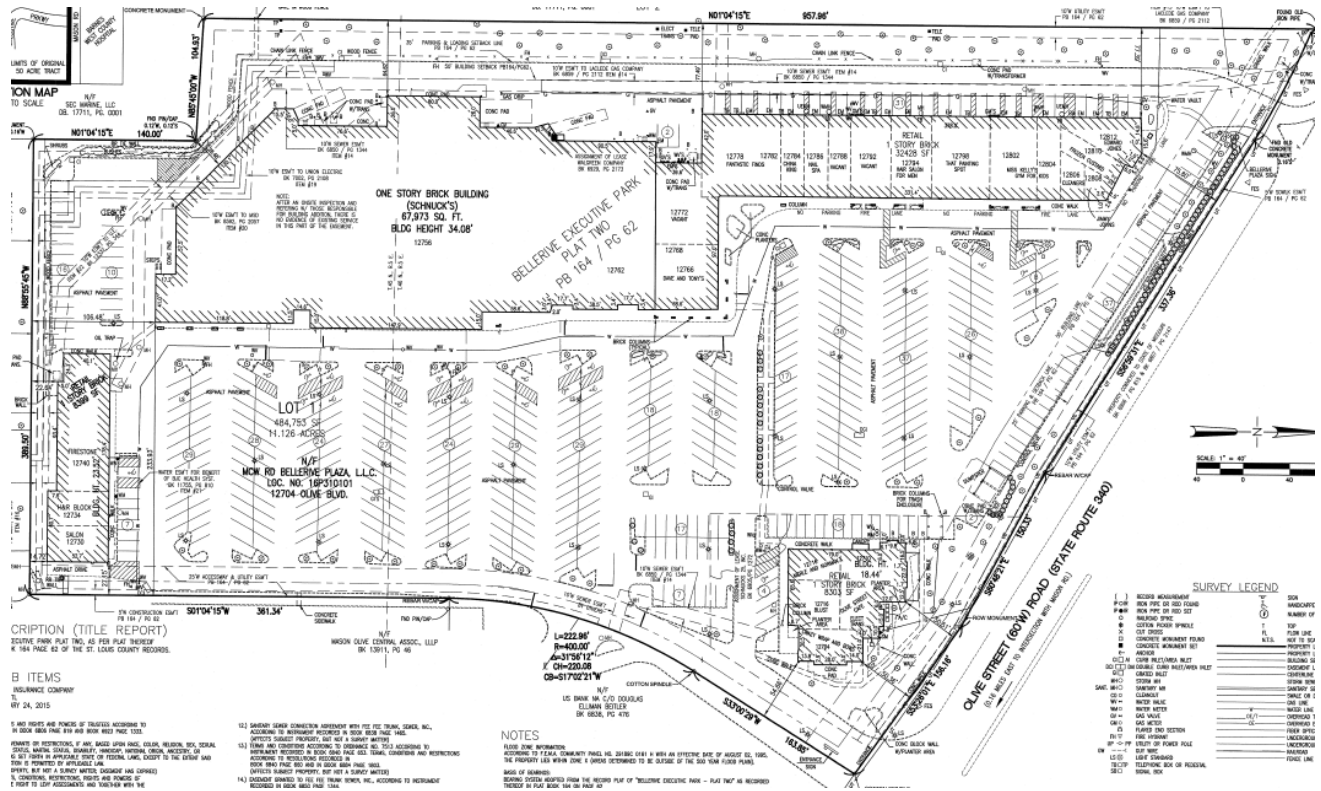


Figure 6: Parking for Bellerive Plaza showing 527 spaces.

Below is the current parking table for the entire center based on existing uses and seating estimates for restaurant uses:

Tenant	Use	Size (sq. ft.)	Parking Regulations	# of spaces
12704 – Taziki's Mediterranean Cafe	Restaurant (85 indoor seats)	2,615	1/3 seats in CUP, + 1/250 sq. ft..	40
12710 – Timothy's Restaurant	Restaurant (72 indoor seats)	3,049	1/3 seats in C.U.P. + 1/250 sq. ft..	37
12714 – Vacant	General Retail	1,215	4/1000 sq. ft.	5
12716 – Blust's Jewelry	Jewelry Store	1,290	4/1000 sq. ft.	5
12730 – EarthWise Pet Supply	Pet and Pet Supplies Stores	1,500	4/1000 sq. ft.	6
12734 – H&R Block	Tax Preparation Services	1,500	4/1000 sq. ft.	6
12740 – Firestone Tire	General Automotive Repair	4,230	1/300 sq. ft. + 1/service bay	21
12756 – Schnucks	Super Markets and Other Grocery (Except Convenience) Stores	56,747	4/1000 sq. ft	228

12760-Foss Swim School	Swim School	11,238	1/200 sq. ft.	56
12766 – Vacant	General Retail	3,154	4/1000 sq. ft.	16
12772 – Yarncom	General Retail	2,950	4/1000 sq. ft.	12
12778 – Fantastic Finds	Used Merchandise Store	4,877	4/1000 sq. ft.	20
12784 – China King*	Restaurant < 16 seats	1,400	4/1000 sq. ft.	6
12786 – Nail Spa	Services – Nail Salon	1,470	4/1000 sq. ft.	6
12788 – Elite Physical Therapy	Offices of Physical, Occupational and Speech Therapists and Audiologists	3,780	4/1000 sq. ft.	16
12794 – Hair Saloon for Men	Barber Shop	2,450	4/1000 sq. ft.	10
12798 – That Painting Spot	General Retail	2,491	4/1000 sq. ft.	10
12802 – Miss Kelly's Gym	Fitness and Recreational Sports Centers	3,816	1/150 sq. ft.	26
12806 – Gateway Coffee	Restaurant < 16 seats	1,400	4/1000 sq. ft.	6
12808 – Jimmy John's*	Restaurant < 16 seats	1,730	4/1000 sq. ft.	7
12810 – Silky's*	Restaurant < 16 seats	1,435	4/1000 sq. ft.	6
12812 – Edward Jones	Investment Advice	960	4/1000 sq. ft.	4
Sub-total:				549
Minus 15% Reduction				83
Total # of Parking Spaces Required:				466
Total Available On-site:				527
Excess Parking:				61

*Denotes restaurant locations where seating count was provided by the restaurant to staff as no Conditional Use Permit for the locations are existing.

OTHER REVIEW ITEMS

Trash for the restaurant will utilize the existing dumpster located beside the building. The dumpster enclosure is in good repair.

RECOMMENDED CONDITIONS FOR APPROVAL

Based on the above analysis, the request for a conditional use permit appears to meet all of the requirements of the Zoning Ordinances and is not inconsistent with the goals and objectives of the Comprehensive Plan. If the Planning and Zoning Commission finds the attached draft conditional use permit ordinance to be in conformance with the purposes and regulations of the Comprehensive Plan and Zoning Code, it may vote on a recommendation to the City Council. Any changes to the draft ordinance should be discussed and made by separate actions. The following conditions of approval are proposed by staff:

1. The Conditional Use Permit shall be for the operation of an approximately 2,615 square foot Full Service Restaurant establishment, NAICS 722511, at 12704 Olive Boulevard, within Bellerive Plaza.
2. Maximum seating permitted is limited to 85 indoor seats. The Zoning Administrator may authorize additional indoor or outdoor seating, based upon a complete review of the parking for Bellerive Plaza to ensure zoning code compliance.

3. Hours of operation shall be 11:00 AM to 9:00 PM Monday-Saturday and 11:00 AM to 8:00 PM on Sundays. Additional business hours may be permitted with the Zoning Administrator's approval including, but not limited to, the catering of special events.
4. Employee vehicles, delivery and company vehicles shall not be parked in front of the buildings and shall be parked as far from the public right-of-way as possible.
5. All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code and require permit approval.
6. A building permit in substantial conformance with the submitted plans as part of Application #23-038 shall be submitted for review for the interior buildout.
7. Any future enlargement, extension, expansion, or alteration in the use of the structures or site must be approved by the City Council upon receipt of the recommendation of the Planning and Zoning Commission as an amendment to the Conditional Use Permit before a Building Permit for the enlargement, expansion or alteration may be issued.
8. Failure to comply with any one or all of the conditions of this permit shall be adequate cause for the revocation of said permit by the City Council, provided, however, no permit shall be revoked without prior notice to the owner of the intention of the City Council to revoke this permit and reasonable time granted to the owner to correct or remedy any such breach of conditions, except for repeated breaches or violations.
9. No conditional use permit granted by the City Council shall be valid for a period longer than one year from the date it grants the conditional use permit, unless within such period: (1) a building permit is obtained and construction is begun; or (2) if a building permit is not required, an occupancy permit is obtained, and the use of the building commenced. The City Council may grant extensions to the one (1) year period of not more than one hundred and eighty (180) days each, without notice or hearing, provided that a written request for such extension is filed by the original applicant and approved by the City Council prior to the date the conditional use permit is scheduled to expire.
10. Any transfer of ownership or lease of the property shall include in the transfer or lease agreement a provision that the purchaser or lessee agrees to be bound by the approved Site Development Plan for the property and the conditions herein set forth, and written confirmation thereof signed by the new owner or lessee shall be filed with the City at the time of such transfer or lease. Failure to comply with this provision shall not excuse anyone from these conditions.

ACTION

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

MOTION

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

"I move to recommend approval of a Conditional Use Permit for Taziki's Mediterranean Cafe located at 12718 Olive Boulevard, within Bellerive Plaza, subject to the conditions discussed in the Staff Report and Draft Ordinance for the meeting of December 18, 2023" (conditions may be added, eliminated, or modified by preceding motion).

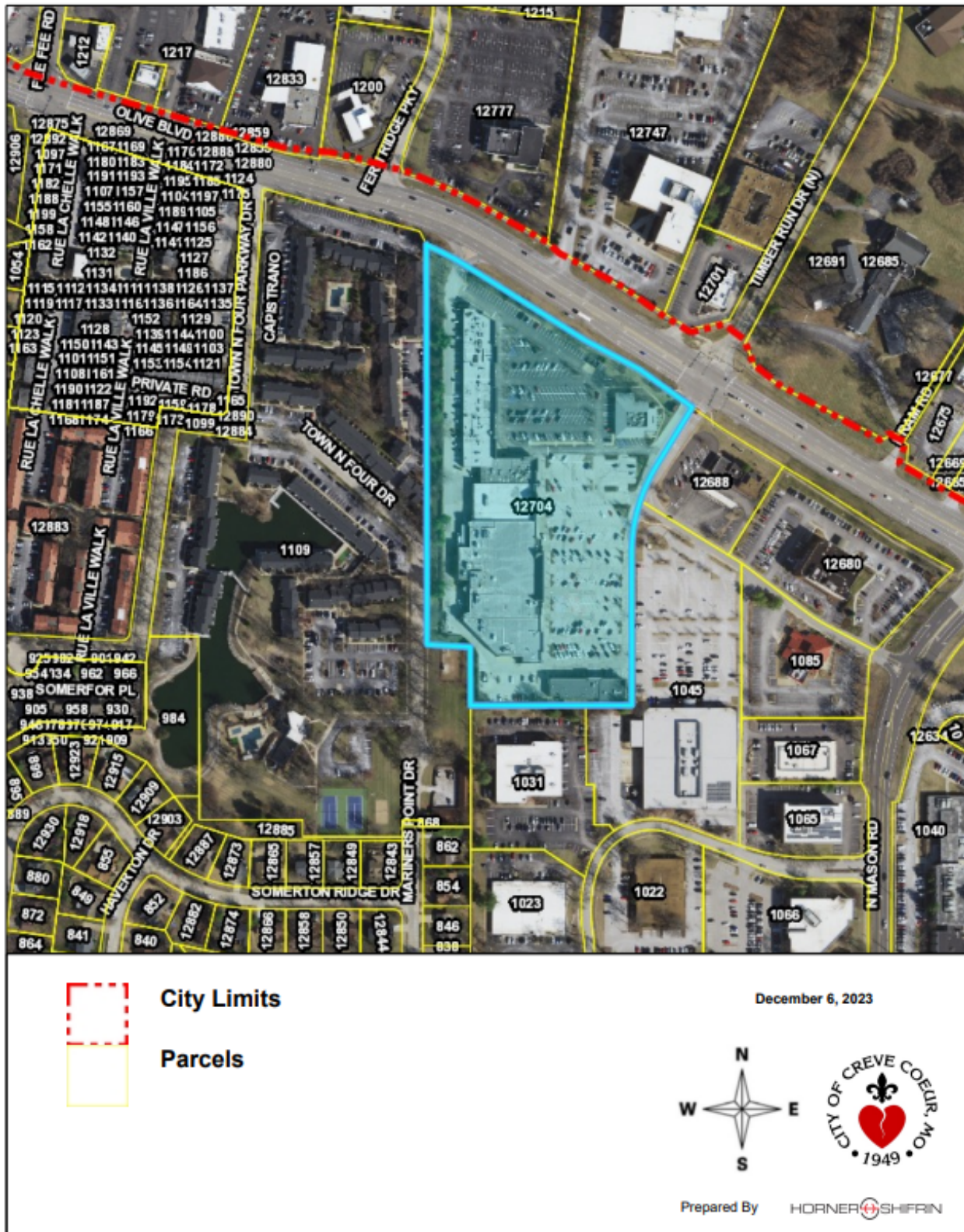
APPENDIX 1: COMPREHENSIVE PLAN, INCLUDING DESIGN GUIDELINES

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

APPENDIX 2: ZONING CODE

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

APPENDIX 3: AERIAL PHOTO



APPENDIX 4: SITE PHOTOGRAPHS

Photo Date: 12/13/2023



Description:
Patio area for
outdoor seating



Description:
Existing
storefront

**AN ORDINANCE APPROVING A FINAL SUBDIVISION PLAT FOR A
SUBDIVISION KNOWN AS DUEVER ESTATES, CITY OF CREVE COEUR, ST.
LOUIS COUNTY, MISSOURI**

WHEREAS, an application has been submitted by James Brennan of McKelvey Homes for approval of a final plat of a twelve-lot subdivision known as Duever Estates, at 871 N. Mason Road; and

WHEREAS, the final plat of the Duever Estates subdivision conforms to the preliminary plat approved by the Planning and Zoning Commission on January 17, 2023; and

WHEREAS, public notice of said final plat application was provided in accordance with Section 410.140.C.2 of the Creve Coeur Municipal Code; and

WHEREAS, the Planning and Zoning Commission recommended approval of the Duever Estates final plat by a vote of 7-0 on December 18, 2023; and

WHEREAS, a copy of the proposed ordinance has been made available for public inspection prior to its adoption by the City Council and this bill having been read by title in open meeting two times before final passage by the City Council;

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

SECTION 1: The Final Plat of the subdivision known as Duever Estates, described as a tract of land being part of lot 2 of the estate of John Hezel in U.S. survey 1923, township 45 north-range 5 east, City of Creve Coeur, St. Louis County, Missouri, as heretofore submitted on November 22, 2023 is hereby approved subject to the following conditions:

1. Prior to issuance of any final occupancy permits, the applicant shall prepare the Mylar for appropriate signatures and City Certification and record the final subdivision plat with St. Louis County and indentures.
2. Lots located within the floodplain shall not be issued a building permit until the Conditional Letter of Map Revision based on Fill (CLOMR-F) is received by FEMA.
3. All easement labels and descriptions on the plat, as well as all subdivision plat scripts, shall be reviewed and approved by the City Attorney prior to signing of the Mylar to ensure adequate descriptions are provided and terminology is correct.
4. The Applicant shall provide a digitized version of the recorded plat along with two (2) printed copies.

SECTION 2: Such approval of the plats for the subdivision of the property shall be endorsed on said Plat as indicated in Section 1 hereof under the hand of the City Clerk, and the seal of the City of Creve Coeur, Missouri shall be affixed thereto.

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

BILL NO. 6099 _____

ORDINANCE NO. _____

ADOPTED THIS ____ DAY OF _____, 2024.

NICOLE GREER
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2024.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE
CITY CLERK



city of CREVE COEUR

300 North New Ballas Road • Creve Coeur, Missouri 63141
(314) 432-6000 • Fax (314) 872-2539 • Relay MO 1-800-735-2966
www.crevecoeurmo.gov

APPLICATION TO PLANNING AND ZONING COMMISSION #23-037: FINAL PLAT FOR THE SUBDIVISION OF A 8.45 ACRE LOT AT 871 NORTH MASON ROAD INTO TWELVE LOTS WITHIN THE D SINGLE FAMILY RESIDENTIAL ZONING DISTRICT

FOR THE MEETING OF: Monday, December 18, 2023

LOCATION: 871 N. Mason Road, D Single Family Zoning District.

REQUEST: James Brennan, of McKelvey Homes, has submitted a request for the final plat approval to subdivide the property at 871 North Mason Road into twelve lots for twelve new homes. The total area of each lot varies in size from 10,080 square feet to 14,861 square feet. The subject property is zoned D Single Family Residential, and no changes to the zoning district are being requested.

ADDITIONAL INFORMATION: The preliminary plat was approved on January 17, 2023 and subdivision improvement plans were approved on March 20, 2023. The applicant is still waiting for confirmation from the FEMA that the LOMR-F prepared by the applicant to remove the entire development out of the floodplain has been accepted. The applicant has submitted permits for the houses not affected by the LOMR-F.

APPLICANT/OWNER: James Brennan
McKelvey Homes
218 Chesterfield Towne Centre
Drive
Chesterfield, MO 63005

**APPLICANT'S
REPRESENTATIVE:** Eric Kirby
Volz, Inc.
10849 Indian Head Industrial
Boulevard
St. Louis, MO 63132

Key Issues:

- Is the final plat in substantial conformance with the approved preliminary plat?
- Does the subdivision meet the zoning district requirement?

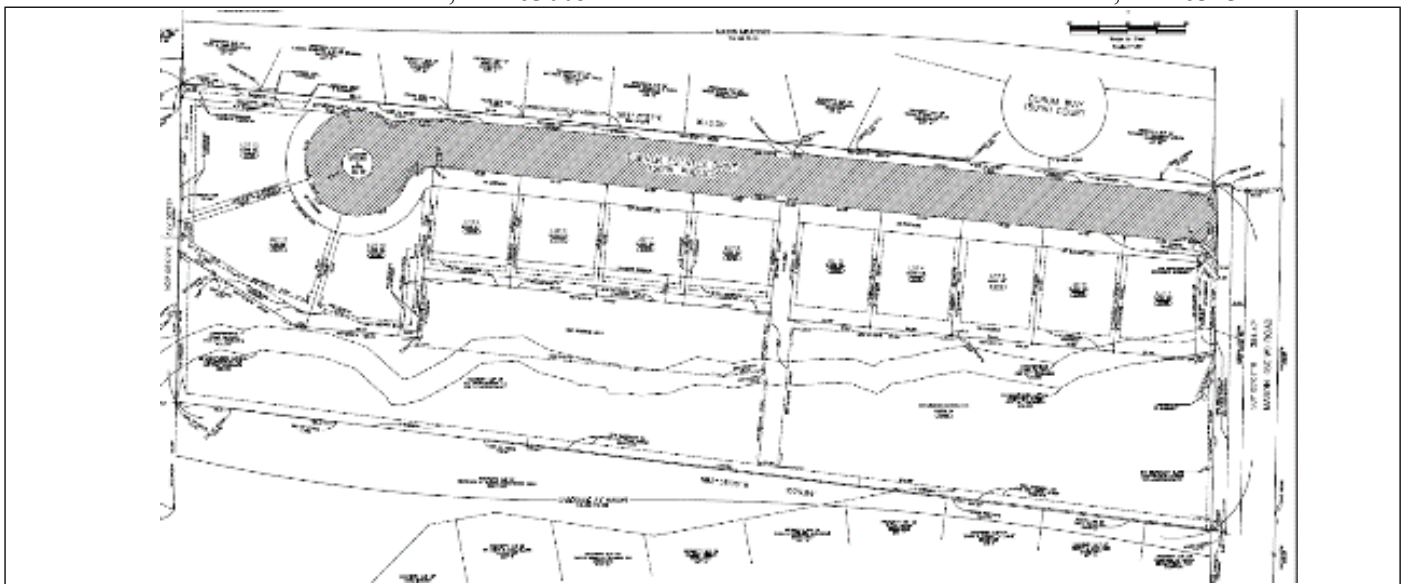
Creve Coeur 2030

Comprehensive Plan References

- SR-2 Suburban
Neighborhood 2 Type
District

Zoning Code References

- Section 405.280: "D" Single
Family Residential District
- Chapter 410: Subdivision
and Development of Land



REPORT PREPARED BY: BETHANY L. MOORE, CITY PLANNER

DATE: 12/14/23

ATTACHMENTS: Draft Ordinance
Applicant's Final Plat submitted on November 22, 2023.

BACKGROUND

The applicant is seeking final plat approval for a 12-lot subdivision, known as Duever Estates, on a previously unsubdivided 8.45-acre lot in the “D” single-family residential zoning district. The lot is impacted by Fernridge Creek running through the southern portion of the property for which the applicant received a variance from the stream bank buffer requirements of Section 430.050 from the Board of Adjustment on October 20, 2022. The applicant previously received preliminary plat approval at the January 17, 2023 Planning and Zoning Commission and site improvement plan approval at the March 20, 2023 meeting. The final plat has been submitted for review and final approval by the Planning and Zoning Commission and City Council pursuant to Sections 410.130 and 410.140 of city’s subdivision code.

At this time, the applicant is still awaiting the approval of a LOMR-F which has been submitted to FEMA after approval of their CLOMR-F. The existing lot is currently in the Zone A flood plain. The applicant has prepared a flood study demonstrating that the proposed development will have no adverse impact on the base flood elevation on Fernridge Creek. This study was submitted to FEMA to support the CLOMR-F request which was approved. In order to build in the flood plain, the lots must be graded to raise them up out of the flood plain. This is done through the CLOMR-F process discussed above. Upon approval of the subdivision improvement plans, the applicant submitted permits to grade the site in compliance with the CLOMR-F in order to receive the final LOMR-F. Once the grading work was done according to the CLOMR-F, the applicant provided FEMA with the as-builts for the site in order to receive the final LOMR. The City Engineer within the Public Works Department serves as the floodplain administrator for the City. He has agreed that the applicant is able to submit building permits for the lots in the subdivision that are not subject to the LOMR-F. Final occupancy permits will be withheld until the recording of the mylar with St. Louis County and the submission of two physical copies and 1 digital copy of the recorded final plat have been submitted to the City. This process is allowed per Section 410.490 of the subdivision code which states the following:

Section 410.490 Recording of Plats

All final plats for subdivisions of land in the City shall be recorded by plat with the Recorder of Deeds of St. Louis County and two (2) copies of a final subdivision plat shall be provided the Zoning Administrator before any occupancy permit is assigned for buildings constructed within the subdivision

LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

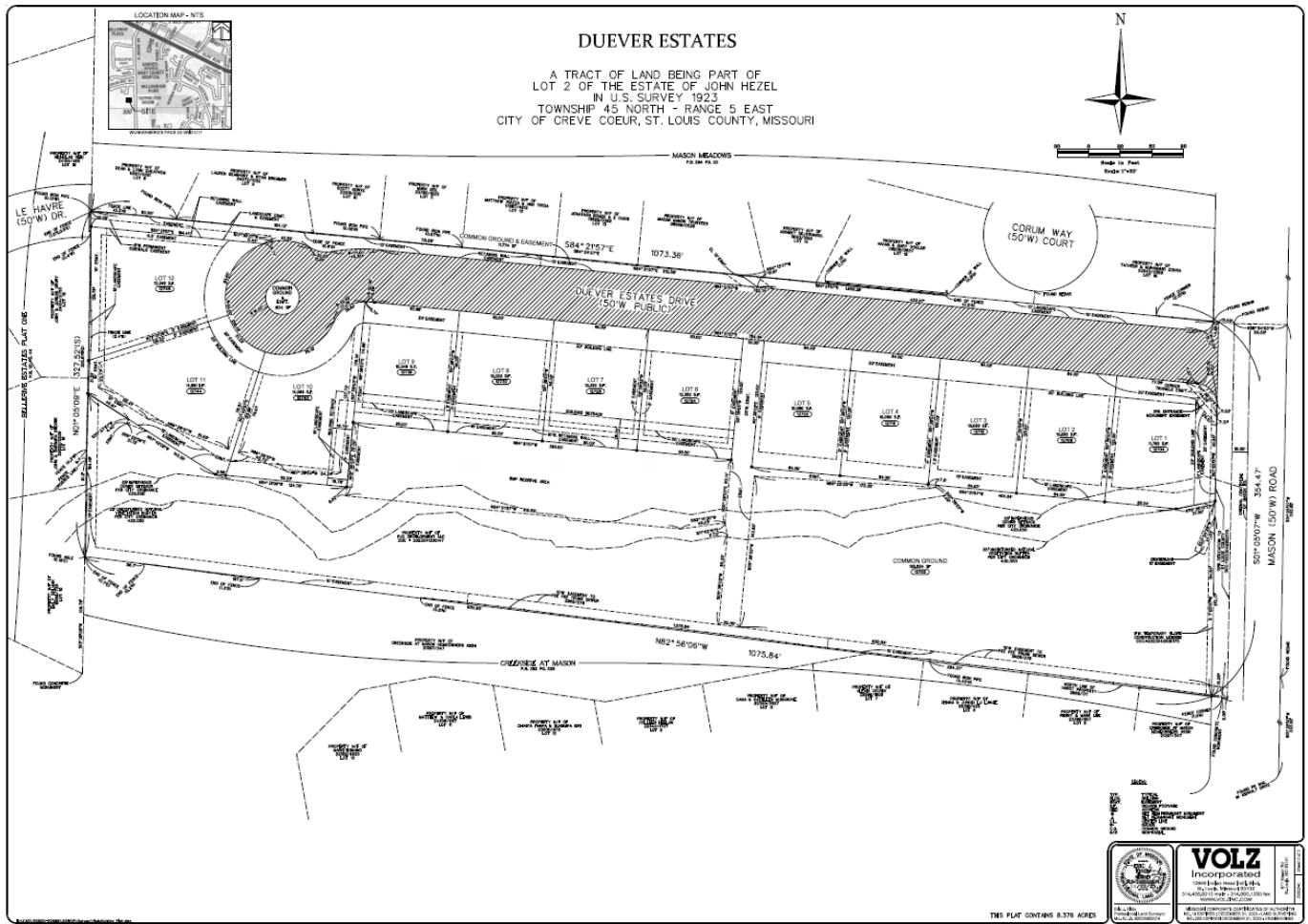
DIRECTION	USE	ZONED	SEPARATED BY
North	Single Family Residences	D-Single Family Residential	N/A
South	Single Family Residences	B-RDD Single Family Residential	NA
East	Andrews Academy	C-Single Family Residential	North Mason Road
West	Single Family Residences	D-Single Family Residential	N/A

ANALYSIS

Conformance with the Preliminary Plat

The final plat contains the same lot layout, with 12 lots ranging in size from 10,080 square feet to 14,861 square feet, that complies with the minimum district requirements for the “D” Single Family Residential District. The requirements for “D” lots include a minimum lot area of 10,000 square feet, with a minimum lot width of 70 feet along the proposed new road, and a minimum lot depth of 100 feet. Lot 1 will be 11,762 ft², Lots 2-5 will be 10,080 ft², Lots 6-9 will be 10,350 ft², Lot 10 will be 14,069 ft², Lot 11 will be 14,861 ft², and Lot 12 will be 13,346 ft². Lot 1 is a corner lot with two front yard setbacks and its buildable area has been shown on the plans in compliance with Section 405.630(B).

Below is the proposed final plat drawing:



INDENTURE OF TRUST AND RESTRICTIONS

The Duever Estates Homeowners Association will be created and governed by the Indenture of Trust and Restrictions for Duever Estates. This document has been submitted and reviewed by the City attorney. The Indentures include the maintenance and control off the common ground and all improvements and easements held by the Association for the common use and enjoyment of all Owners within Duever Estates including the stormwater systems, the monument sign, fence, retaining wall and landscape and trail easements. This document is enforced by the Association and not the City, although the City will have a copy on file for reference.

ADDITIONAL INFORMATION

The plat provides a 10-foot common ground landscaping buffer along the northern property line to screen the Mason Meadows subdivision from the proposed Duever Estates Drive. The subdivision also provides

common ground around the detention basin to the south and the area around the existing creek and in the middle of the cul-de-sac to be maintained by the Home Owners Association. There is an 8-foot-wide permanent sidewalk easement in the common ground connecting Le Havre Drive to sidewalk along Duever Estates Drive. Lots 1-5 and 10-12 include 15-foot-wide landscaping easements and Lots 6-9 include 20-foot-wide landscaping easements.

CONCLUSION AND ACTION

Review of a final plat is a ministerial act to ensure that the proposed final plat is substantially similar to the preliminary plat and substantially meets all land development standards of this Chapter and those of any other applicable City regulations. This application does substantially meet all applicable codes for the D Single Family Residential District, subject to the following suggested conditions of approval which are also included in the attached draft ordinance:

1. Prior to issuance of any final occupancy permits, the applicant shall prepare the Mylar for appropriate signatures and City Certification and record the final subdivision plat with St. Louis County.
2. Lots located within the floodplain shall not be issued a building permit until the Conditional Letter of Map Revision based on Fill (CLOMR-F) is received by FEMA.
3. All easement labels and descriptions on the plat, as well as all subdivision plat scripts, shall be reviewed and approved by the City Attorney prior to signing of the Mylar to ensure adequate descriptions are provided and terminology is correct.
4. The Applicant shall provide a digitized version of the recorded plat along with two (2) printed copies.
5. The Applicant shall provide the City with a recorded copy of the Indentures.

Action on this item will be in the form of a motion to recommend approval of the attached draft ordinance as presented, or approval with additional conditions, to meet all technical requirements. Final approval of the draft ordinance by City Council is required. Assuming agreement with the Staff Report, the following is an example motion for this application:

“I move to recommend approval of the final subdivision plat for Duever Estates with the conditions recommended by staff as provided in the staff report for the meeting of December 18, 2023.” (other conditions may be added, eliminated, altered, and modified by prior motion).

APPENDIX 1: COMPREHENSIVE PLAN

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

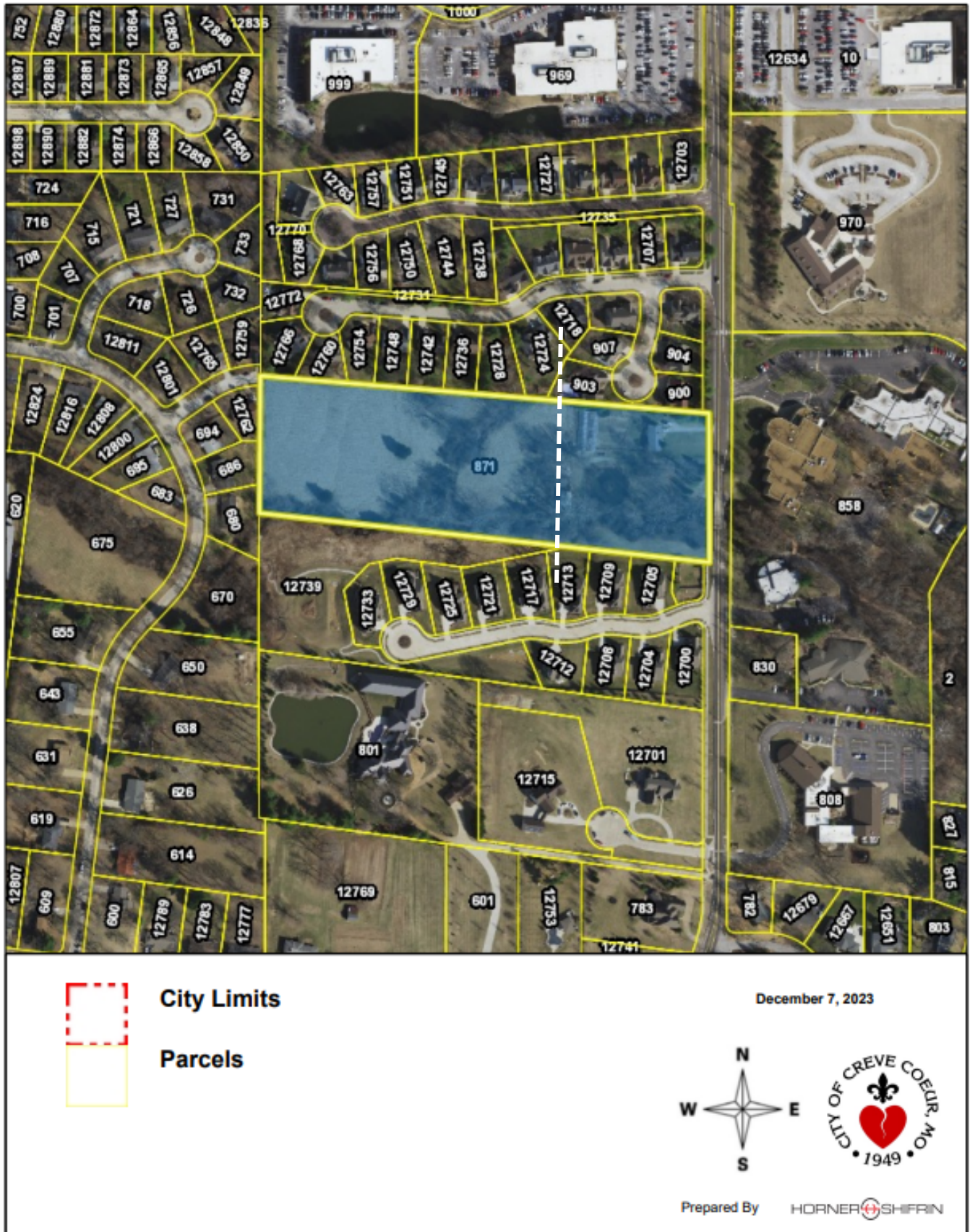
APPENDIX 2: ZONING CODE (CHAPTER 405 OF THE CREVE COEUR MUNICIPAL CODE)

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

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

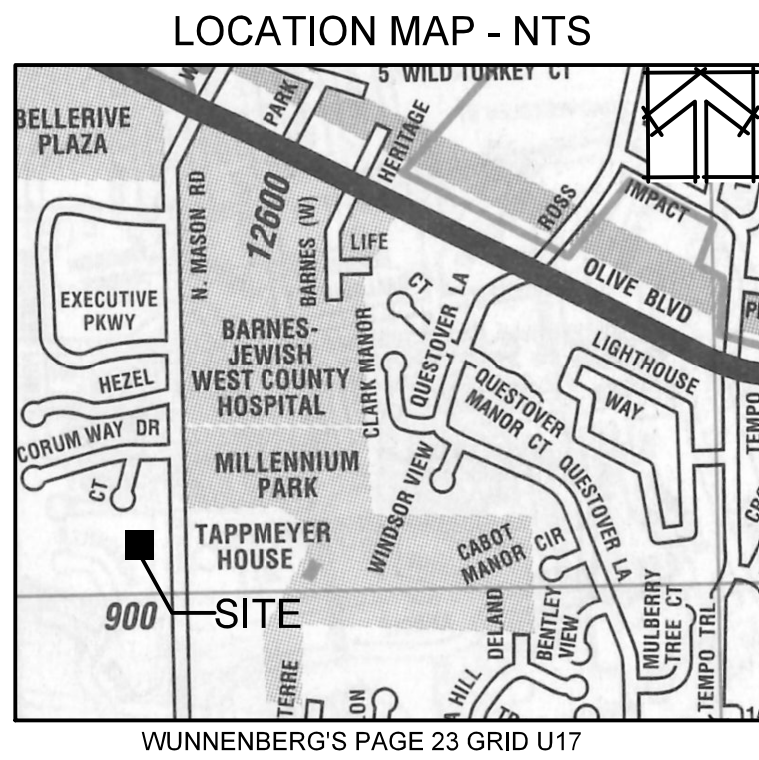
Included and attached by reference. See body of report for specific excerpts.

APPENDIX 4: AERIAL MAP



DUEVER ESTATES

A TRACT OF LAND BEING PART OF
LOT 2 OF THE ESTATE OF JOHN HEZEL
IN U.S. SURVEY 1923
TOWNSHIP 45 NORTH - RANGE 5 EAST
CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI



We, Volz Inc., have during October 2022, by order of PJC Development, LLC, made a Property Boundary Survey and Subdivision Plat of "A tract of land being part of Lot 2 of the Estate of John Hezel, in U.S. Survey 1923, Township 45 North - Range 5 East, City of Creve Coeur, St. Louis County, Missouri". The results of said survey are represented on this plat. This survey was executed in accordance with the current Missouri Standards for Property Boundary Surveys of the Missouri Board for Architects, Professional Engineers, Professional Land Surveyors, and Professional Landscape Architects and the Missouri Department of Agriculture and meets the accuracy requirements set forth for Urban Property.

Eric J. Kirby
Professional Land Surveyor
Mo. P.L.S. #2005000074

Old Republic National Title Insurance Company
File No: 12412ARC
Commitment Date: May 31, 2022
Schedule B Section II
[Note: Surveyor's Comments in Brackets]

4. Easement granted to Fee Fee Trunk Sewer, Inc.by the instrument recorded May 4, 1966 in Book 5956 page 279. [Document starts on page 278 and ends on page 279. - Shown]
5. Right of way of Mason Road over that part embraced therein.

Property descriptions:

A tract of land being part of Lot 2 of the Estate of John Hezel in U.S. Survey 1923, Township 45 North, Range 5 East lying in St. Louis County, Missouri, and described as:

Beginning at a point in the intersection of the center line of Mason Road with the North line of property conveyed to Alvin Hardt by Deed recorded in Book 2685 page 171, St. Louis County Records, which point is the Northeast corner of said property so conveyed to Alvin Hardt, thence North 82 degrees 55 minutes West and along the North line of said Alvin Hardt property a distance of 1105.90 feet to a point, which said point is the Northwest corner of said Alvin Hardt Property, thence North 1 degree 4 minutes East, a distance of 326.61 feet to a point, thence South 84 degrees 24 minutes East, a distance of 1103.18 feet to a point in the center line of Mason Road, thence South 1 degree 3 minutes West along the center line of Mason Road, 355.35 feet, to the Point of Beginning.

Excepting therefrom the part described in deed to St. Louis, Missouri recorded as Document Number 2023042800175 of the St. Louis County Records.

Notes:

1. Bearing on the South line adopted from "Creekside at Mason" as recorded in Plat Book 362 page 529 of the St. Louis County Records.
2. Vertical control was established using Trimble R10 GPS equipment and the MoDOT GPS RTK Network. Vertical control is reported in NAVD 88 using Geoid 12A.

Site Benchmarks:

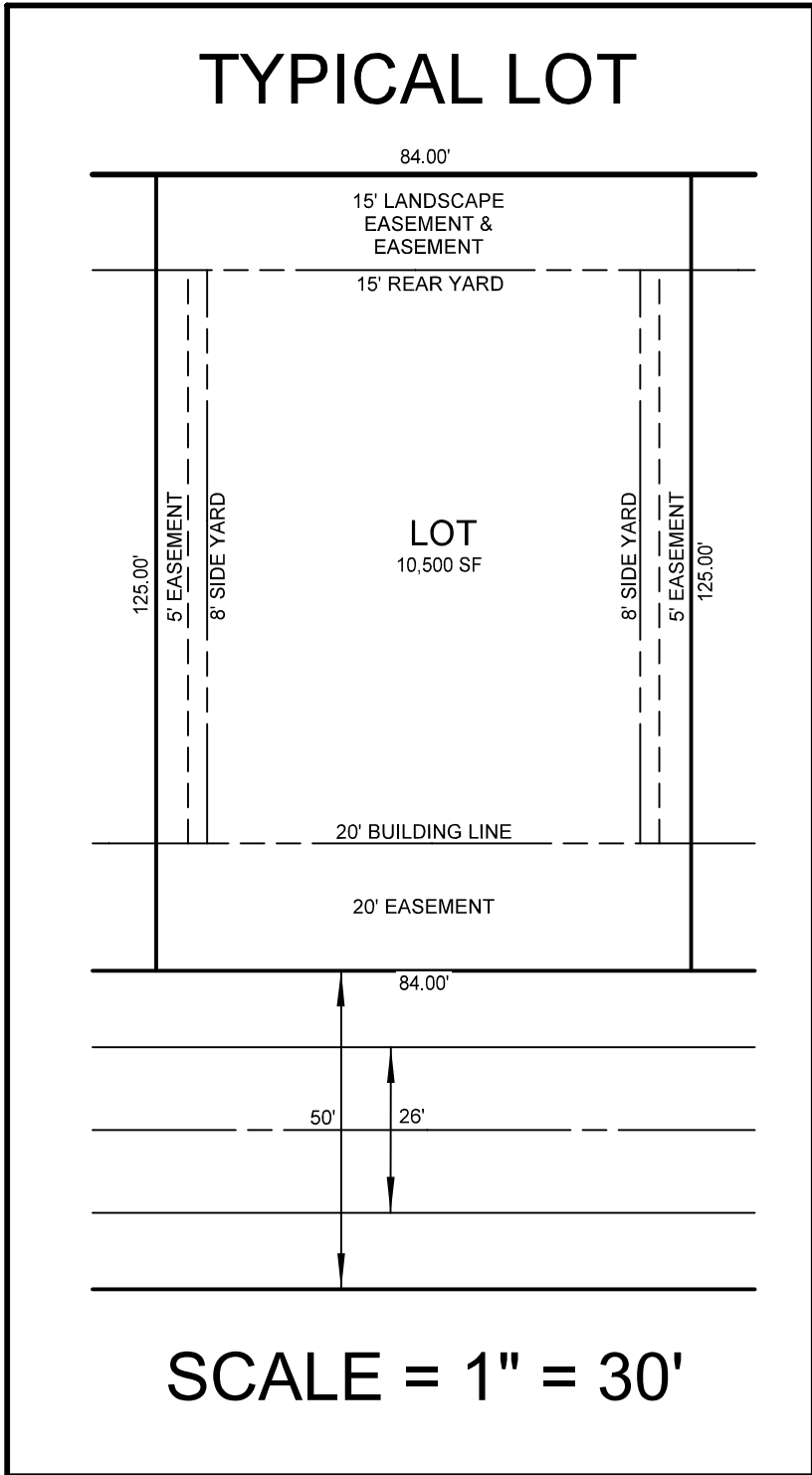
- "A" - Elev. 505.52 - Iron Rod found at the Northeast corner of 871 N. Mason Road.
 - "B" - Elev. 502.31 - Concrete Monument found on a 5' offset Westerly from the Southeast corner of 871 N. Mason Rd, as measured along the South property line.
- (S) - Survey dimension
(R1) - Record dimension from Plat book 362 page 529.
(R2) - Record dimension from Deed Book 16518 page 26.
(R3) - Record dimension from Plat Book294 page 20.

4. This property is zoned D Single Family Residential District.
5. This plat contains 8.498 acres.
6. We have determined the horizontal location of this tract of land in the City of Creve Coeur, Missouri, by scaling the property in reference to the "Flood Insurance Rate Map (FIRM), St. Louis County, Missouri and Incorporated Areas", Panel 186 of 445, Map Number 29189C0186K with effective date of February 4, 2015. By express reference to the map and its legend, this tract is indicated to be within Zone A shaded, and Zone X unshaded areas.

The evaluation provided in this note is confined to simply indicating the apparent physical, horizontal location of the property with respect to the features displayed on the map. No field study of the drainage characteristics to which this property may be subject has been conducted or consulted and no representation concerning the insurability of this property or the potential of this property to be susceptible to flooding or subject to any flood hazard has been made.

We make no representation concerning the accuracy of this FIRM which includes a note that, "This map is for use in administering the National Flood Insurance Program; it does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size." All related reference material and all specific limitations contained in the FIRM and any limitations upon any inference that can be drawn from the horizontal location of this property in relation to the features of this map are incorporated herein.

This note is not intended for reliance by any party other than the addressee nor for any purpose other than expressly stated herein.



We, the undersigned owners of the tract of land herein platted and further described in the foregoing surveyor's certificate have caused the same to be surveyed and subdivided in the manner shown on this plat, which subdivision shall hereafter be known as "Duever Estates".

Duever Estates Drive, together with all cul-de-sacs and rounding located at the street intersections, which for better identification is shown hachured on this plat is hereby dedicated to the City of Creve Coeur, Missouri for public use forever.

All easements shown on this plat, unless designated for other specific purposes, are hereby dedicated to The City of Creve Coeur, Missouri, Missouri American Water, Spire Energy, Ameren Missouri, The Metropolitan St. Louis Sewer District and telecommunications, broadband and video service providers, their successors and assigns as their interests may appear for the purpose of improving, constructing, replacing, maintaining, and repairing of public utilities, sewer or sewers, storm water improvements and drainage facilities, with the right of temporary use of adjacent ground not occupied by improvements for the excavation and storage of materials during installation, repair, or replacement of said utilities, sewer or sewers, storm water improvements and drainage facilities.

The Entrance Monument Easement as shown on this plat is hereby dedicated to the Trustees of this subdivision, their successors and assigns, for the purpose of constructing, maintaining, and repairing a subdivision entrance monument.

The Corner Triangle Easements are hereby dedicated to St. Louis County, Missouri, for public use forever, to ensure and protect the clear and unobstructed view of motorists on and entering the adjacent roadway. No part of said easement shall be built on with any structure (including signs, fences or poles) or planting (including any trees, shrubs, grass, or weeds) in any manor whatsoever, nor shall the grade of the land within the easement be changed, unless expressly approved by the Director of the St. Louis County Department of Transportation & Public Works. Any structure or planting approved by the Director shall be maintained to provide sight distance. Any structures, plants or grading which is not approved by the Director, or which is not maintained, shall be removed or corrected.

The BMP Reserve Areas as shown on this plat are hereby established for the stormwater management features, also known as BMP(s) (Best Management Practices). The reserved areas hereby established are irrevocable and shall continue forever, subject to a "Maintenance Agreement" dated _____, as recorded in the Recorder of Deed's Book _____, Page _____, or as amended thereafter. The Duever Estates Homeowners Association shall be obligated to maintain, repair, construct, improve and operate the BMP Reserve Areas shown on this plat and the Detention Facilities, Stormwater Best Management Practices, including, but not limited to, private sewers and private stormwater improvements constructed thereon as per the MSD approved stormwater management facilities report. (MSD Record #22MSD-00383)

The Retaining Wall Easements shown hereon, are hereby dedicated to the Trustees of this subdivision, their successors and assigns, for the purpose of constructing, maintaining and repairing the retaining walls and to use such additional space adjacent to the easements so granted as may be required for working room during construction, reconstruction, maintenance, or repair of the aforementioned retaining walls.

The Landscape Easements shown hereon, are hereby dedicated to the Trustees of this subdivision, with the right to plant, maintain, replace, or remove landscaping in, upon, over and across that certain real property, together with the right to enter upon and to pass and repass over and along said easement and right-of-way and to deposit tools, implements and other materials thereon by said Trustees, there officers, agents, and employees

The Permanent Sidewalk Easement is hereby dedicated to the City of Creve Coeur, Missouri, for public use forever, and said sidewalks are to be maintained by the City of Creve Coeur.

Building lines as shown on this plat are hereby established.

This subdivision is subject to conditions and restrictions recorded the _____ day of _____, _____, as Daily Number _____ in the St. Louis County Records.

The common ground shown on this plat has been conveyed forever to the Trustees of Santino Court by General Warranty Deed recorded the _____ day of _____, 20____, as Daily Number _____ in the St. Louis County Records.

Two permanent monuments for each block created (indicated as ▲) and semi permanent monuments at all lot corners (indicated as ●) will be set, with the exception that the front lot corners may be monumented by notches or crosses cut in concrete paving on the prolongation of the lot line, within twelve (12) months after the recording of this subdivision plat, in accordance with 2 CSR 90-60.30 of the Missouri Department of Agriculture and 20 CSR 2030-16.030 of the Missouri Department of Insurance, Financial Institutions and Professional Registration.

IN WITNESS WHEREOF, I have signed and sealed the foregoing this _____ day of _____, 20____.

PJC Development, LLC
Signature
Print Name & Title

STATE OF MISSOURI)
COUNTY OF ST. LOUIS) SS

On this _____ day of _____, 20____, before me personally appeared _____, who being by me duly sworn did say that he is the _____ of PJC Development, LLC, a limited liability company of the State of Missouri, and that said instrument was signed on behalf of said limited liability company and the said _____ acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have signed and sealed the foregoing the day and year first above written.

My Commission Expires:
Notary Public

WHEREAS, _____ by a deed of trust, dated _____, 20____, and recorded in the Recorder's office, in and for the County of St. Louis and State of Missouri, in Book _____, at page _____ conveyed to the trustee therein named, certain real estate, to secure the payment of certain note or notes in said deed described and set forth; and whereas, said deed of trust and note or notes has or have been PARTLY paid and satisfied.

NOW, THEREFORE, the undersigned, present holder and legal owner of said deed of trust and note or notes, does here by REMISE, RELEASE AND QUIT-CLAIM unto the present owners, PART of the estate in said deed of trust described, situated in the County of St. Louis, and State of Missouri, to wit: All streets, public or private on this plat.

TO HAVE AND TO HOLD the same, with all the appurtenances thereto belonging free, clear and discharged from the encumbrance of said deed of trust.

IN WITNESS WHEREOF, the undersigned has executed these presents this _____ day of _____, 20____.

STATE OF MISSOURI)
COUNTY OF ST. LOUIS) SS

On this _____ day of _____, 20____, before me personally appeared _____, who being by me duly sworn did say that he is the _____ of _____, a Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and the said _____ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have signed and sealed the foregoing the day and year first above written.

My Commission Expires:
Notary Public
Print Name

It is hereby certified that this Final Subdivision Plat was recommended for approval by the Planning and Zoning Commission on the _____ day of _____, _____, pursuant to the Subdivision and Land Development Regulations of the City of Creve Coeur, Missouri.

Planning and Zoning Commission
City of Creve Coeur, Missouri

Julie LaBonte
Chairperson

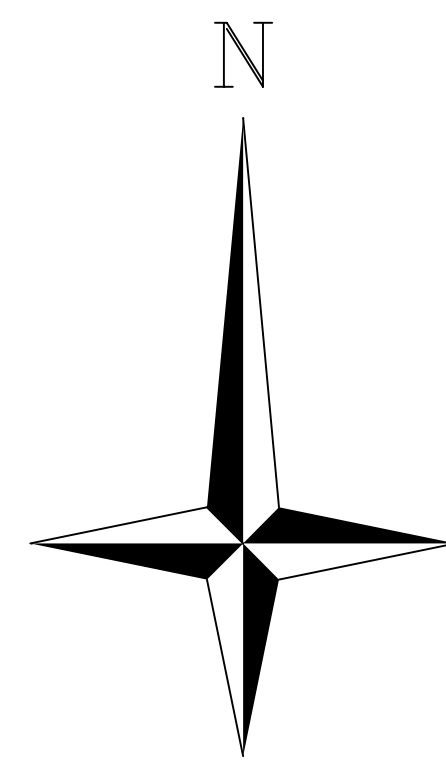
I, Kellie Henke, City Clerk for and within the City of Creve Coeur, Missouri, do hereby certify that this Final Subdivision Plat of **Duever Estates** was approved pursuant to the Subdivision and Land Development Regulations of the City of Creve Coeur, Missouri, as outlined in Chapter 410 of the Municipal Code of the City of Creve Coeur Code by the City Council of the City of Creve Coeur on the _____ day of _____, 20____.

Kellie Henke
City Clerk



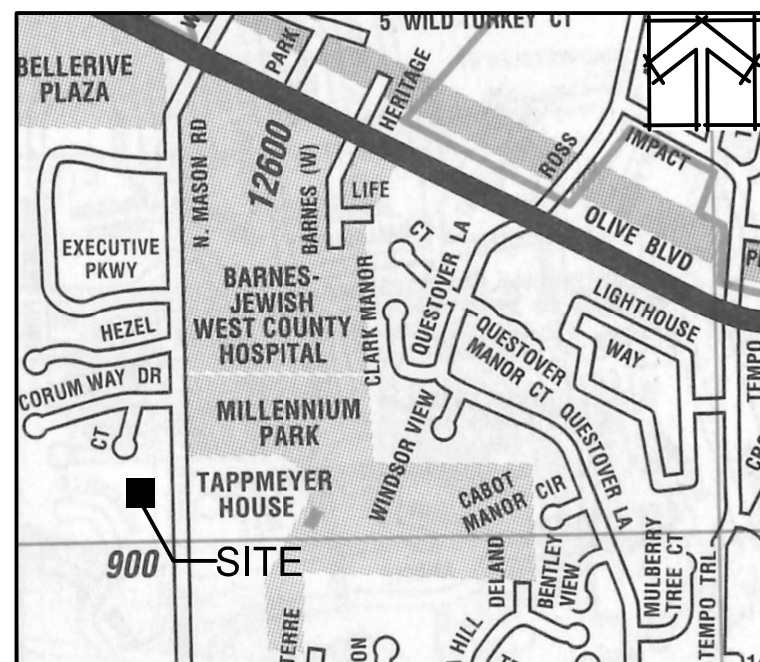
DUEVER ESTATES

A TRACT OF LAND BEING PART OF
LOT 2 OF THE ESTATE OF JOHN HEZEL
IN U.S. SURVEY 1923
TOWNSHIP 45 NORTH - RANGE 5 EAST
CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI



Scale in Feet
Scale: 1"=30'

LOCATION MAP - NTS



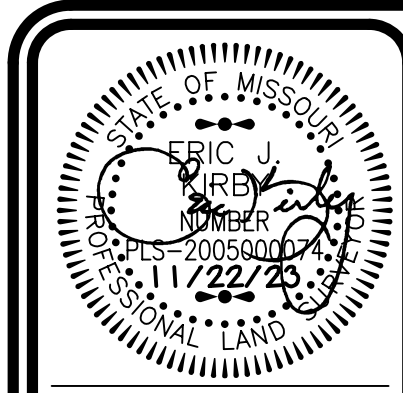
WUNNENBERG'S PAGE 23 GRID U17



LEGEND

- TYP. BLDG. ESMT. S.F. (S)
- TYPICAL BUILDING EASEMENT
- SQUARE FOOTAGE
- ADDRESS
- SET PERMANENT MONUMENT
- SET PERMANENT MONUMENT
- RADIUS
- C.C. COMMON GROUND
- N/R NON-RADIAL

THIS PLAT CONTAINS 8.376 ACRES



Eric J. Kirby
Professional Land Surveyor
Mo. P.L.S. #2005000074

VOLZ
Incorporated

10849 Indian Head Ind'l. Blvd.
St. Louis, Missouri 63132
314.426.6212 main - 314.890.1250 fax
WWW.VOLZINC.COM

MISSOURI CORPORATE CERTIFICATES OF AUTHORITY
NO. 19 EXPIRES: DECEMBER 31, 2023 - LAND SURVEYING
NO. 205 EXPIRES: DECEMBER 31, 2023 - ENGINEERING

Sheet 2 of 2
22892-0

Space Above Line Reserved for Recorder's Use

1. Title of Document: Indenture of Trust and Restrictions for Duever Estates
2. Date of Document: _____, 2023
3. Grantor(s): McKelvey Homes, L.L.C.
4. Grantor's Mailing Address: 218 Chesterfield Towne Centre
Chesterfield, Missouri 63005
5. Grantee(s): Duever Estates Homeowners Association
6. Grantee's Mailing Address: 218 Chesterfield Towne Centre
Chesterfield, Missouri 63005
7. Legal Description: See Exhibit A annexed to the document
8. Reference(s) to Book and Page(s): Plat Book _____ Page _____

This cover page is attached solely for the purpose of complying with the requirements stated in §§ 59.310.2; 59.313.2 RSMo 2021. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached Indenture of Trust and Restrictions for Duever Estates. In the event of a conflict between the provisions of the attached Indenture of Trust and Restrictions for Duever Estates and the provisions of this cover page, the attached Indenture of Trust and Restrictions for Duever Estates shall prevail and control.

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I.	
DEFINITION OF TERMS	2
ARTICLE II.	
DURATION OF TRUST	3
ARTICLE III.	
RESERVATION OF EXPENDITURES	4
ARTICLE IV.	
THE ASSOCIATION AND ITS MEMBERS	4
1. Function of Association	4
2. Membership	4
3. Voting	4
ARTICLE V.	
DESIGNATION AND SELECTION OF DIRECTORS AND MEETINGS OF MEMBERS	4
1. Original Directors	4
2. Successor Directors	5
3. Manner of Conducting Elections	5
4. Qualification of Directors	6
5. Election Procedures	6
6. Removal of Directors	6
7. Annual Meetings	6
8. Special Meetings	6
9. Notice of Meetings	7
10. Quorum	7
11. Voting and Proxies	7
12. Action Without a Meeting	8
ARTICLE VI.	
ASSOCIATION'S DUTIES AND POWERS	8
1. Acquisition, Disposition, Etc	8
2. Maintenance and Control of Common Ground	8
3. Maintenance of Stormwater Best Management Practice Systems	9
4. Maintenance of Fence, Retaining Wall and Landscape Easements	10
5. Maintenance of Trail Easement.	10
6. Dedication.	10
7. Easements.	10
8. Enforcement	10
9. Vacant and Neglected Lots	11
10. Plans and Specifications	11
11. Deposits	12
12. Insurance	12
13. Employment	12

14. Condemnation	12
15. Variances.....	12
16. Easement in Gross.....	12
ARTICLE VII.	
EASEMENTS	12
1. Owners' Easements	12
2. Utility Easements	13
3. Easement to Inspect and Right to Correct.....	13
ARTICLE VIII.	
SEWERS AND DRAINAGE FACILITIES	13
1. Association's Responsibility – Detention Structures and Pipes.....	13
2. Owner's Responsibility	14
3. Sump Pump Drainage	14
ARTICLE IX.	
ARCHITECTURAL AND ENVIRONMENTAL CONTROL	14
1. Architectural Approval	14
2. Construction.....	14
3. Disclaimers	15
ARTICLE X.	
ASSESSMENTS.....	15
1. General.....	15
2. Purpose.....	15
3. Annual Assessments	16
4. Special Assessments	16
5. Prorations	17
6. Interest and Liens.....	17
7. Exemptions	17
8. Keeping of Funds.....	17
9. Ordinance Compliance.....	17
10. Capitalization	17
11. Change of Ownership	18
ARTICLE XI.	
RESTRICTIONS	18
1. Building Use	18
2. Building Location	18
3. Resubdivision.....	18
4. Commercial Use.....	18
5. Nuisances	18
6. Maintenance.	19
7. Obstructions	19
8. Animals.....	19
9. Trucks, Boats, Etc	19
10. Vehicular Sight Lines	20
11. Temporary Structures, Out Buildings and Installations.....	20

12. Signs.....	20
13. Utility and Drainage Easements.....	20
14. Oil Drilling.....	20
15. Cul-De-Sac, Etc	20
16. Fences	20
17. Decks, Porches, Screen Porches	21
18. Television Antennae	21
19. Hazardous and/or Unsightly Materials	22
20. Swimming Pools	22
21. Garbage	22
ARTICLE XII.	
GENERAL PROVISIONS	22
1. Actions by Directors	22
2. Indemnification of Officers, Directors and Others	22
3. Adjoining Tracts	23
4. Amendments	23
5. Severability, Etc	23
6. Invalidation	23
7. Assignment by Grantor	23
8. Rights During Construction and Sale	24
9. Term.....	24

**INDENTURE OF TRUST AND RESTRICTIONS FOR DUEVER ESTATES, CITY OF
CREVE COEUR, ST. LOUIS COUNTY, MISSOURI**

THIS INDENTURE OF TRUST AND RESTRICTIONS FOR DUEVER ESTATES (the "Indenture"), made and entered into this _____ day of _____, 2023, by and between MCKELVEY HOMES, L.L.C., a Missouri limited liability company, hereinafter referred to as "Grantor," and DUEVER ESTATES HOMEOWNERS ASSOCIATION, a Missouri nonprofit corporation, hereinafter referred to as the "Association" or, for purposes of recording this Indenture in the St. Louis County Records, "Grantee." Grantor and the Association are herein sometimes collectively referred to as the "Parties" or individually as a "Party."

WITNESSETH THAT:

WHEREAS, Grantor is the owner of the real property located in the City of Creve Coeur, St. Louis County, Missouri, described on Exhibit A attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, Grantor has or will cause the Property to be platted and subdivided into a single family residential subdivision (the "Subdivision") to be known as "Duever Estates", and has caused or will cause the Plat of the Subdivision to be recorded in the St. Louis County Records; and

WHEREAS, Common Ground has been or will be reserved on the Plat, and there has been or may be designated, established and recited on the Plat certain streets, improvements and easements which are for the exclusive use and benefit of the residents of the Subdivision; and

WHEREAS, Grantor, being the owner of the entire tract, may desire, from time to time, to encumber and dispose of parts thereof; and

WHEREAS, it is the purpose and intention of this Indenture to protect the Property against certain uses; and

WHEREAS, all reservations, limitations, conditions, easements and covenants herein contained (all of which are sometimes hereafter termed "restrictions") are jointly and severally for the benefit of all persons who may purchase, hold or reside upon the Property.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, covenants and agreements made by the Parties each to the other, the receipt and sufficiency of which are hereby acknowledged, the Parties COVENANT and AGREE to and with each other, collectively and individually, for themselves, their heirs, successors and assigns, and for and upon behalf of all persons who may hereafter derive title to or otherwise hold through them, together with their heirs, successors or assigns, any portion of the Property, all as hereinafter set forth:

ARTICLE I.
DEFINITION OF TERMS

The following terms when used in this Indenture (unless the context requires otherwise) shall have the following meanings:

1. "Architectural Committee" is defined in Article IX of this Indenture.
2. "Association" shall mean and refer to Duever Estates Homeowners Association, a Missouri nonprofit corporation, its successors and assigns.
3. "Board" or "Directors" shall mean and refer to the Board of Directors of the Association, and "Director" shall mean any one of them.
4. "City" shall mean and refer to the City of Creve Coeur, Missouri.
5. "City Council" shall mean and refer to the City Council of the City.
6. "Common Ground" shall mean and refer to all real property and the improvements thereon owned by the Association and all easements, licenses and other rights held by the Association for the common use and enjoyment of all Owners including, without limitation, parks, open spaces, cul-de-sac islands, streets, paths, trails, walkways, lakes, storm water controls and drainage facilities (including, without limitation, retention and detention basins, bioretention and other water quality areas and facilities), sanitary sewers and facilities, water mains, fire hydrants, irrigation systems (including, without limitation, wells, pumps, controllers, pipes, heads and other apparatus), berms, retaining walls, subdivision entrance ways, medians and monuments, fences, street lights, street signs, common mailboxes and appurtenant facilities and other such areas and facilities as may be shown on the Plat and/or provided in the Subdivision; provided, however, nothing hereinabove contained shall be deemed a representation that any of the enumerated facilities are or will be included in the Subdivision or that any such facilities will be constructed upon Common Ground.
7. "County" shall mean and refer to St. Louis County, Missouri.
8. "Grantor" shall mean and refer to McKelvey Homes, L.L.C., a Missouri limited liability company, its successors and assigns including, without limitation, any other builder or developer who purchases vacant Lots or parcels of land constituting a portion of the Property for the purpose of building residences thereon for sale to third parties to the extent Grantor's rights and obligations pertain to such Lots or parcels, and any lender (and its successors and assigns) who succeeds to Grantor's rights under this Indenture.
9. "Indenture" shall mean and refer to this Indenture of Trust and Restrictions for Duever Estates, City of Creve Coeur, St. Louis County, Missouri, as from time to time amended.
10. "Living Unit" shall mean and refer to any structure constructed upon a Lot designed and intended for independent residential use.

11. "Lots" shall mean and refer to the Lots shown on the Plat, and "Lot" shall mean and refer to any one of them.

12. "Member" shall mean and refer to a member in the Association.

13. "Mortgage" shall mean and refer to a mortgage, deed of trust, deed to secure debt, or any other form of security instrument affecting title to any Lot. The term "Mortgagee" shall mean and refer to a beneficiary or holder of a Mortgage.

14. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot, including contract sellers but excluding those having such interests as security for the performance of an obligation and excluding Grantor.

15. "Person" shall mean and refer to a natural person, a corporation, a partnership, a trustee or any other legal entity.

16. "Plat" shall mean and refer to the Record Plat of the Subdivision as recorded in the St. Louis County Records.

17. "Prime Rate" shall mean for any day, the highest rate from time to time reported in the Money Rates column or any successor column of The Wall Street Journal (the "Journal"), currently defined as being the base rate on corporate loans posted by at least seventy-five percent (75%) of the nation's thirty (30) largest banks, even if such rate was never actually charged by such bank. In the event the Journal publishes more than one rate, the highest of such rates shall be the "Prime Rate," or if the Journal publishes a retraction or correction of the rate, the new rate shall be the "Prime Rate." In the event the Journal ceases publishing the Prime Rate, the "Prime Rate" shall mean the from time-to-time publicly announced floating prime rate of interest charged by Bank of America, N.A., St. Louis, Missouri, or its successors.

18. "Property" shall mean and refer to the real property described on Exhibit A attached hereto and incorporated herein by reference.

19. "Subdivision" shall mean and refer to Duever Estates, a subdivision in the City of Creve Coeur, St. Louis County, Missouri, as per the Plat.

The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Wherever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will", shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise, (i) any reference herein to any Person shall be construed to include such Person's successors and assigns, and (ii) the words "hereof", "herein" and "hereunder" and words of similar import shall be construed to refer to this Indenture as a whole and not to any particular provision here.

ARTICLE II. DURATION OF TRUST

The trust created under this Indenture shall continue until such time as termination may be approved by the City Council or its successors, after which period of time fee simple title to the Common Ground shall vest in the then record Owners of the Lots, as tenants in common; provided, however, that all of the rights, powers and authority conferred upon the Association shall continue to be possessed by the Association. The rights of said tenants in common shall only be appurtenant to and in conjunction with their ownership of Lots in the Subdivision, and any conveyance or change of ownership of any Lot shall carry with it ownership in Common Ground so that none of the Owners of Lots and none of the owners of the Common Ground shall have such rights of ownership as to permit them to convey their interest in the Common Ground except as is incident to the ownership of a Lot, and any sale of any Lot shall, without specifically mentioning it, carry with it all the incidents of ownership of the Common Ground.

ARTICLE III. RESERVATION OF EXPENDITURES

Grantor reserves the right to receive and retain any money consideration which may be refunded or allowed on account of any sums previously expended by Grantor or subsequently provided by Grantor for sewers, gas pipes, water pipes, conduits, poles, wires, street lights, roads, streets, recording fees, subdivision fees, consultation fees or other fees, charges and expenses incurred with respect to the Property.

ARTICLE IV. THE ASSOCIATION AND ITS MEMBERS

1. Function of Association. The Association is responsible for management, maintenance, operation and control of the Common Ground and enforcement of this Indenture.

2. Membership. Every Owner shall be a Member of the Association. There shall be only one membership per Lot. If a Lot is owned by more than one Person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in Article IV, Section 3 of this Indenture, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights of an Owner which is not a natural person may be exercised by any officer, director, partner or trustee, or by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

3. Voting. The Association shall have one (1) class of membership, and each Member shall have one vote for each Lot owned in the Subdivision, except that there shall be only one vote per Lot. No vote shall be exercised for any property which is exempt from assessment under Article X, Section 7 of this Indenture.

ARTICLE V. DESIGNATION AND SELECTION OF DIRECTORS AND MEETINGS OF MEMBERS

1. Original Directors. The Board of Directors of the Association shall consist of three (3) members. The original Directors shall be Phillip R. Brennan, J. Patrick Brennan and Charles E. Brennan who shall serve in such capacity until their successors are elected or appointed as hereinafter provided. Should an original Director or a successor Director appointed by Grantor

resign other than as required by Section 2 of this Article V, refuse to act, become disabled or die, Grantor shall have the power to appoint a successor Director who shall serve until his successor is elected by the Members in the manner hereinafter provided.

2. Successor Directors.

(a) The original Directors or their successors appointed pursuant to Article V, Section 1 of this Indenture shall serve until such time as occupancy permits have been issued for all Living Units authorized to be constructed in the Subdivision, or until such earlier time as Grantor may determine, whereupon the term of such Directors' shall expire and the Members shall elect three (3) new Directors; the Director receiving the highest number of votes shall serve for three (3) years, the Director receiving the second highest number of votes shall serve for two (2) years, and the third Director shall serve for one (1) year from the date of election (the first annual meeting of the Members to be held under Section 7 of this Article V shall be held within one year from the date of such election). Thereafter, all Directors shall be elected for terms of three (3) years.

(b) Annually, by the fifteenth (15th) day of January of each year, the Board shall submit to the City a current list of the Directors' names, addresses and telephone numbers. Further, the Directors shall notify the City within thirty (30) days of any changes in the membership of the Board.

3. Manner of Conducting Elections.

(a) All elections by the Members shall be held at the annual meetings to be held pursuant to Section 7 of this Article V, and shall be preceded by notice signed by the Directors then in office, or should there be no Directors then in office, by three (3) Members, sent by mail to or personally served upon all Members at least ten (10) days before the date fixed for the meeting to be held for the purpose of electing Directors. The notice shall specify the time and place of meeting, which shall be in the County. At such meeting or at any adjournment thereof, the majority of the Members attending such meeting in person or by proxy shall have the power to elect the Directors, who shall serve until their successors have been duly appointed or elected and qualified. At such meeting, each Member, whether attending in person or by proxy, shall be entitled to one (1) vote, which, when the Member constitutes more than one person or entity, shall be cast as they among them shall determine; in no event shall more than one (1) vote be cast with respect to any Lot. The result of any election of Directors shall be certified by the persons elected as chairman and secretary at the meeting, and their certification shall be acknowledged and recorded in the County Records.

(b) Prior to each election under Article V, Section 3(a) of this Indenture, the Board shall prescribe the opening date and the closing date of a reasonable filing period in which each eligible person who has a bona-fide interest in serving as a Director may file as a candidate for any position to be filled by the Members. Each candidate for the Board shall be given a reasonable, uniform opportunity to communicate his or her qualifications to and to solicit votes from the Members, and the Board may establish such other rules and regulations as it deems appropriate to conduct the nomination of Directors in a fair and efficient manner.

4. Qualification of Directors. Any Director elected under the provisions of this Article shall be an Owner, or an officer or agent of a corporate (or other form of entity) Owner, and if such Owner sells his or her Lot or resigns, refuses to act, becomes disabled or dies, the remaining Director(s) shall appoint an Owner to act as the successor for the unexpired term. Where the provisions of this instrument cannot be fulfilled by reason of unfilled vacancies among the Directors, the City Council may, upon petition of any concerned resident or Owner, appoint one or more Directors to fill the vacancies until such time as Directors are elected or selected in the manner provided in this Indenture. Any person so appointed who is not an Owner within the Subdivision shall be allowed a reasonable fee for his/her services by the order of appointment, which fee shall be levied as a special assessment against the Lots and shall not be subject to any limitations on special assessments contained in this Indenture or elsewhere.

5. Election Procedures. There shall be no cumulative voting; that number of candidates equal to the number of positions to be filled receiving the greatest number of votes shall be elected. Directors may be elected to serve any number of consecutive terms.

6. Removal of Directors.

(a) Any Director elected by the Members may be removed, with or without cause, by the vote of a majority of the Members. Any Director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a Director, a successor shall be elected by the Members to fill the vacancy for the remainder of the term of such Director.

(b) Any Director elected by the Members who has three (3) consecutive unexcused absences from Board meetings, or who is more than thirty (30) days delinquent (or is the representative of a Member who is so delinquent) in the payment of any assessment or other charge due the Association, may be removed by a majority of the Directors present at a regular or special meeting at which a quorum is present, and the Board may appoint a successor to fill the vacancy for the remainder of the term.

(c) In the event of the death, disability, or resignation of a Director, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Members may elect a successor for the remainder of the term.

(d) This Section shall not apply to Directors appointed by Grantor. Grantor shall be entitled to appoint a successor to fill any vacancy on the Board resulting from the death, disability, or resignation of a Director appointed by Grantor.

7. Annual Meetings. The first meeting of the Members of the Association shall be held within one year after the date of the election to be conducted pursuant to Section 2 of this Article V. Subsequent regular annual meetings shall be set by the Board to occur during the same quarter of the Association's fiscal year as that in which the first such election occurred on a date and at a time set by the Board.

8. Special Meetings. Special meetings of the Members may be called by the President, and shall be called by the President or Secretary if so directed by resolution of the Board or, at any time after the election of Directors under Section 2 of this Article V, upon written request by no less than thirty percent (30%) of the Members.

9. Notice of Meetings.

(a) Written or printed notice stating the time and place of any meeting of the Members shall be delivered either personally or by mail to each Member not less than ten (10) nor more than fifty (50) days before the date of such meeting. In addition, in the case of a special meeting, the notice shall state the purpose or purposes for which the meeting is called; no business shall be transacted at a special meeting except as stated in the notice.

(b) If mailed, notice shall be deemed delivered when deposited with the United States Postal Service, postage prepaid, addressed to the Member at his or her address as it appears on the Association's records.

(c) Any Member may waive, in writing, notice of any meeting of the Members, either before or after such meeting, and waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Attendance at a meeting by a Member shall be deemed a waiver of notice unless such Member attends for the limited and specific purpose of objecting to lack of proper notice.

10. Quorum.

(a) The presence of Members holding a majority of the total votes in the Association shall constitute a quorum at all Association meetings.

(b) If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. Notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

(c) Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that any action taken is approved by at least a majority of the votes required to constitute a quorum.

11. Voting and Proxies.

(a) The voting rights of the Members shall be as set forth in this Indenture. When a quorum is present at any duly called meeting, a majority of the votes cast shall decide any question brought before the meeting, unless the question is one which, by express provision of the Missouri Nonprofit Corporation Act (the "Act") or this Indenture, requires a different vote, in which case such express provision shall govern and control the decision of such question.

(b) Members may vote in person or by proxy. On any matter as to which a Member is entitled personally to cast the vote for his or her Lot, such vote may be cast in person or by proxy, subject to the limitations of the Act relating to the use of general proxies and subject to any specific provision to the contrary in this Indenture.

(c) Every proxy shall be in writing specifying the Lot for which it is given, signed by the Member or his or her duly authorized attorney-in-fact, dated, and filed with the Secretary of the Association prior to the meeting for which it is to be effective. Unless otherwise specifically provided in the proxy, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast, and in the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid.

(d) Every proxy shall be revocable and shall automatically cease upon: (a) conveyance of any Lot for which it was given; (b) receipt by the Secretary of a written notice of revocation of the proxy or of the death or judicially declared incompetence of a Member who is a natural person; or (c) eleven (11) months from the date of the proxy, unless a shorter period is specified in the proxy.

12. Action Without a Meeting. Any action required or permitted by law to be taken at a meeting of the Members may be taken without a meeting, without prior notice and without a vote if written consent specifically authorizing the proposed action is signed by the Members holding at least the minimum number of votes necessary to authorize such action at a meeting if all Members entitled to vote thereon were present. Such consents shall be signed within sixty (60) days after receipt of the earliest dated consent, dated and delivered to the Association. Such consents shall be filed with the minutes of the Association, and shall have the same force and effect as a vote of the Members at a meeting. Within ten (10) days after receiving authorization for any action by written consent, the Secretary shall give written notice summarizing the material features of the authorized action to all Members entitled to vote who did not give their written consent.

ARTICLE VI. ASSOCIATION'S DUTIES AND POWERS

The Association, acting by and through the Directors, shall have the rights, powers, duties and authorities described throughout this Indenture including, without limitation, the following:

1. Acquisition, Disposition, Etc. of Common Ground. To acquire, receive, hold, convey, dispose of and administer the Common Ground in trust and in accordance with and pursuant to the provisions of this Indenture and the City's Ordinances, and to otherwise deal with the Common Ground as hereinafter set forth. Without limiting the generality of the foregoing, during the period in which Grantor retains the right under Article XII, Section 4 hereof to amend this Indenture, upon request of Grantor and conditioned upon Grantor's receipt of the approvals required under said Section, the Directors shall cooperate with Grantor in its development of the Subdivision, and to facilitate such development, shall have the right, in their discretion to adjust and reconfigure the Common Ground subject to City approval, to grant easements thereon (including, without limitation, easements for appurtenances such as patios, decks, driveways and sidewalks, which, as a result of their original construction, encroach upon the Common Ground) and to convey and exchange portions of the Common Ground to Grantor and the from time to time Owners of adjoining Lots subject to City approval.

2. Maintenance and Control of Common Ground. To exercise control over the Common Ground as is necessary to maintain, repair, rebuild, supervise and assure the proper use

thereof for and by residents of the Subdivision, including, without limitation, the right (to themselves and others to whom they may grant permission) to construct, operate and maintain on, under and over the Common Ground, streets, sidewalks, sewers, pipes, poles, wires and other facilities and public utilities for services to the Lots; to establish rules and regulations for the usage of the Common Ground; to pay real estate taxes and assessments on the Common Ground out of the general assessment hereinafter authorized; to maintain and improve the Common Ground with shrubbery, vegetation, decorations, structures, and any and all other types of facilities in the interest of the health, welfare, safety, morals, recreation, entertainment, education, and general use of the Owners, all in conformity with applicable laws and ordinances. Without limiting the generality of the foregoing, with regard to all property, real, personal or mixed, owned or held by the Association, the Association shall have the full and unqualified right, power and authority to:

(i) Make all contracts and incur all liabilities necessary, related or incidental to the exercise of the Association's powers and duties hereunder, including the construction of improvements.

(ii) Purchase insurance against all risks, casualties and liabilities of every nature and description.

(iii) Borrow money and make and execute promissory notes or otherwise incur liabilities and obligations, and to encumber the Common Ground and assign the Association's right to future income including, without limitation, the right to receive assessments, as security for any such loans. Without limiting the generality of the foregoing, the Association shall have the right, power and authority to borrow money from Grantor to fund any working capital deficits.

(iv) Sell, convey, trade, exchange, use, handle, manage, control, operate, hold and deal in and with such property, in all respects, limited only as provided in this Indenture or by law.

3. Maintenance of Stormwater Best Management Practice Systems. There are or may hereafter be created and established on the Plat BMP Reserve Areas, and without limiting the generality of Article VI, Section 2 of this Indenture, unless and until accepted for public use and maintenance, the Association shall have the power, authority and responsibility to maintain, repair, improve and replace the private stormwater management facilities installed therein in accordance with the Maintenance Agreement therefor by and between Grantor and The Metropolitan St. Louis Sewer District, a copy of which is recorded in Book _____ Page ____ of the St. Louis County Records. Without limiting the generality of the foregoing, the Association shall and does hereby assume all of Grantor's maintenance, repair, replacement and reporting obligations under such Agreement and in connection with such facilities, and shall indemnify and hold Grantor harmless from all liability, loss, damage, cost and expense including, without limitation, reasonable attorneys' fees and expenses, Grantor may sustain or incur by reason of the Association's failure to maintain the stormwater management facilities, Best Management Practices, basins, drainage facilities, appurtenances and sewer lines or file any required reports. The Association shall include the cost of such maintenance, repair, replacement and reporting in the annual assessment levied pursuant to Article X, Section 3 of this Indenture.

4. Maintenance of Monument Sign, fence, Retaining Wall and Landscape Easements. Monument Sign, fence, retaining wall and landscape easements are established on the Lots by the Plat, and without limiting the generality of Article VI, Section 2 of this Indenture, the Association shall have the power, authority and responsibility to maintain, improve and repair such areas and any fences, retaining walls and vegetative landscaping and irrigation systems planted and installed within such easements as part of and in the same fashion as the Common Ground, and shall include the cost thereof in the annual assessment levied pursuant to Article X, Section 3 of this Indenture.

5. Maintenance of Trail Easement. A five (5) foot wide trail is established by the Plat on the Common Ground, and without limiting the generality of Article VI, Section 2 of this Indenture, unless accepted for public maintenance, the Association shall have the power, authority and responsibility to maintain, improve and repair such trail and any improvements (pavement) thereon as part of the Common Ground, and shall include the cost thereof in the annual assessment levied pursuant to Article X, Section 3 of this Indenture.

6. Dedication. To dedicate to public use any private streets constructed or to be constructed in the Property whenever such dedication would be accepted by a public agency.

7. Easements. To grant easements for public streets, sewers, utilities and cable television on and over the Common Ground. The Association shall also have authority, in the Directors' discretion, to grant Grantor and the Owners easements to install and maintain retaining walls and other improvements on the Common Ground. Notwithstanding anything contained in this Indenture to the contrary, if required in connection with Grantor's or its successors' or assigns' development of the Property, the Association shall grant Grantor, the City, Missouri American Water Company, Metropolitan St. Louis Sewer District, Spire Missouri, Inc., Charter Communications, Ameren, AT&T and all other public utility providers and their respective successors and assigns, the perpetual right and easement to enter the Common Ground at any time and from time to time to erect, install, maintain, repair, rebuild and operate water, sewer, gas, telephone, power, cable television and fiber optics pipes, lines, poles and conduits including the right to clear the right-of-way for such pipes, lines, poles and conduits, and to keep it clear of brush and trees other than required or desired landscaping that does not conflict with such utilities. The provisions of this Article VI, Section 8, shall not be amended, modified or deleted without the prior written consent of Grantor while it remains an owner of one or more Lots.

8. Enforcement. To prevent any infringement and to compel the performance of any restriction set out in this Indenture or established by law and any rules and regulations adopted by the Directors governing the use of the Common Ground. The power and authority herein granted to the Association is intended to be discretionary and not mandatory and shall not restrict the right of any Owner to proceed in his own behalf. Without limiting the generality of the foregoing, the Board may impose sanctions for violation of this Indenture including, without limitation, the following:

- (i) imposing reasonable monetary fines which shall constitute a lien upon the violator's Lot;
- (ii) suspending an Owner's right to vote;

(iii) suspending any services provided by the Association to an Owner or the Owner's Lot if the Owner is more than thirty (30) days delinquent in paying any assessment or other charge owed to the Association;

(iv) exercising self-help in any emergency situation (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations), or taking action to abate any violation of this Indenture in a non-emergency situation;

(v) requiring an Owner, at its own expense, to remove any structure or improvement on such Owner's Lot in violation of this Indenture and to restore the Lot to its previous condition, and upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the Lot to substantially the same condition as previously existed and any such action shall not be deemed a trespass; and

(vi) bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

All remedies set forth in this Indenture shall be cumulative of any remedies available at law or in equity. In any action to enforce this Indenture, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, reasonable attorneys' fees and court costs, reasonably incurred in such action.

The decision to pursue enforcement in any particular case shall be left to the Board's discretion. A decision not to enforce shall not be construed a waiver of the right of the Association to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction or rule.

The Association, by contract or other agreement, may permit the City to enforce ordinances within the Property for the benefit of the Association and its Members.

9. Vacant and Neglected Lots. To clean up rubbish and debris and remove grass and weeds from and to trim, cut back, remove, replace and maintain trees, shrubbery and flowers upon any vacant or neglected Lots or parcels of land in the Subdivision, and to charge the Owners thereof with the expenses so incurred. In exercising their authority under this Article VI Section 10, neither the Association nor the Directors or their respective agents or employees shall be deemed guilty or liable for trespass or for any damage or injury occasioned by or in the course of any such abatement, removal or planting.

10. Plans and Specifications. As more specifically provided in Article IX hereof, to consider, approve or reject any and all plans and specifications for any and all buildings or structures and additions or exterior renovations thereto, satellite dishes and other improvements proposed for construction, erection or installation on any Lot. In acting hereunder, the Directors shall consider and apply the limitations and parameters established in this Indenture and shall otherwise use their discretion in determining what is best for the Subdivision as a whole, but shall not be and the Owner(s) shall remain responsible for determining compliance with the City's ordinances, and in no event shall a decision to allow or disallow any item constitute precedent for any future request or a reversal of any past request.

11. Deposits. To require a reasonable deposit in connection with the erection of any building or other structure or improvement approved in accordance with the provisions of this Indenture to assure that, upon completion of the project, all debris is removed from the site and adjacent Lots and parcels and all damage to the streets and other subdivision improvements is repaired.

12. Insurance. To purchase and maintain in force such insurance as the Directors may deem appropriate, including, but not limited to, property insurance and liability insurance protecting the Directors and the Owners from any and all claims for personal injuries and property damage arising from use of the Common Area and the Common Property and facilities and worker's compensation insurance.

13. Employment. In exercising the rights, powers and privileges granted and in discharging the duties imposed upon the Association by the provisions of this Indenture, from time to time to enter into contracts, employ agents, servants and labor as they may deem necessary or advisable, and to defend suits brought against the Association or the Directors, individually or collectively, in their capacity as directors of the Association.

14. Condemnation. In the event it shall become necessary for any public agency to acquire all or any part of the Common Ground for a public purpose, the Directors are hereby authorized to negotiate with such public agency for such acquisition and to execute instruments necessary to that purpose. Should acquisition by eminent domain become necessary, only the Association need be made a party, and any proceeds received shall be held by the Association for the benefit of those entitled to the use of said Common Ground.

15. Variances. To grant variances from the provisions of this Indenture where, in the sole discretion of the Directors, due cause therefor is demonstrated by an Owner.

16. Easement in Gross. Without limiting the generality of any other provision of this Indenture, the Property shall be subject to a perpetual easement in gross to the Association for ingress and egress to perform its obligations and duties as required by this Indenture including, without limitation, ingress and egress which encroach upon the Lots to maintain any portions of the Common Ground. Should it be necessary to enter any Lot to effect a repair or to perform any maintenance or other duty of the Association under this Indenture, the employees, agents, contractors and subcontractors engaged by the Association shall have authority to do so upon presentation to the Owner of a work order or other directive from the Association. All easements and rights herein established for the benefit of the Association shall run with title to the Property and be binding on the from time to time Owners, purchasers, mortgagees and all other persons having an interest in any Lot, whether or not such easements are mentioned or described in any deed of conveyance.

ARTICLE VII. EASEMENTS

1. Owners' Easements. Each Owner is hereby granted a perpetual easement, running with the ownership of their Lot, to use and occupy the balcony, terrace, patio, deck, sidewalks, driveway, garage and retaining wall(s), if any, as originally constructed upon such Lot by Grantor

should there be any encroachment on any other Lot. Although this provision is intended primarily to pertain to overhanging gutters, eaves and similar items of construction, it shall nevertheless be construed broadly to include all forms of overhangs and construction. All easements and rights herein established shall run with the land and inure to the benefit of and be binding upon Grantor and any Owner, purchaser, mortgagee or other person having an interest in any portion of the Property, whether or not such easements are mentioned or described in any deed of conveyance.

2. Utility Easements. In addition to all other easements established in this Indenture or on the Plat, easements are hereby established in favor of the Association, the Owners and the applicable utility companies to construct, reconstruct, repair, replace and maintain any sanitary or storm sewers, water, electric, gas, cable television or telephone lines or connections, and to enter upon the Lots to repair, replace and generally maintain said connections. Notwithstanding any other provision of this Indenture, if the Directors deem the repair, replacement or maintenance of any such connection to be an emergency, the Directors shall have the right in their discretion to repair, replace or maintain such connection and assess the cost thereof against the Owners of the Lots served thereby, and each Owner covenants to pay any such assessment upon demand. If not paid when due, such assessment shall be and become a continuing lien on the benefitted Lot and the personal obligation of the Owner, and shall be subject to collection in the manner set forth in Article X hereof.

3. Easement to Inspect and Right to Correct. The Association, and Grantor (while it remains an owner of one or more Lots), reserves for themselves and others either may designate the right to inspect, monitor, test, redesign and correct any structure, improvement or condition which may exist on any portion of the Property, and a perpetual nonexclusive easement of access throughout the Property to the extent reasonably necessary to exercise such right. Except in an emergency, entry onto a Lot or parcel of the Property shall be only after reasonable notice to the Owner. The person exercising this easement shall promptly repair, at such person's own expense, any damage resulting from such exercise. Further, without limiting the generality of the foregoing, Association and Grantor reserve the right to periodically enter upon the Common Ground to inspect the maintenance and upkeep of the Common Ground, including building exteriors, common mechanical systems, common structural items, landscaping, irrigation systems and common area amenities that may have been constructed by Grantor or Association. Association will schedule and coordinate the review of the Common Ground through the president of the Board. During the inspection, Grantor may review and, if appropriate, make recommendations to the Association relating to the repair, maintenance and upkeep of the Common Ground. Grantor may also, if it so chooses, make repairs or take other corrective action with respect to repair or maintenance items that it identifies during the review.

ARTICLE VIII.

SEWERS AND DRAINAGE FACILITIES

1. Association's Responsibility – Detention Structures and Pipes. Unless and until accepted for public use and maintenance, the detention structures and all storm sewer pipes in the Subdivision shall be and remain private, and without limiting the generality of any other provision of this Indenture, the Association shall be responsible for the maintenance, repair and replacement of all such storm sewers, detention basins, bioretention areas and other drainage and water quality facilities located in the Subdivision.

2. Owner's Responsibility. Each Owner shall be responsible for the maintenance, repair and replacement of the lateral sewer line or lines and any appurtenances thereto servicing such Owner's Lot.

3. Sump Pump Drainage. Perpetual easements fifteen feet (15') in width along the rear lot lines and four feet (4') in width along the side lot lines of all Lots in the Subdivision are hereby established for sump pump drainage purposes. Without limiting the generality of the provisions of Article VI, Section 2, or any other provision of this Indenture, the Association may, but shall not be obligated to, maintain, clean and repair all such sump pump drainage easements, and should they elect to do so, are hereby granted easements upon and across the Property for ingress and egress from such sump pump drainage easements.

ARTICLE IX. ARCHITECTURAL AND ENVIRONMENTAL CONTROL

1. Architectural Approval. From and after such time as a Lot becomes subject to assessment as provided in Article X of this Indenture, no building, fence, wall, driveway, deck, patio, patio enclosure, screened porch or other structure, installation or improvement of any kind shall be commenced, erected or maintained on such Lot, nor shall any exterior addition to, removal of all or any part of, or exterior change or alteration (structural or nonstructural) in any Living Unit or other improvement on such Lot be made, nor shall any tree having a three inch (3") or greater caliper be removed, nor shall the grade or slope of any Lot be changed, nor shall any item, apparatus or device be attached to or the color or other exterior appearance of any Living Unit or other structure upon any such Lot be changed until (i) the plans and specifications showing the degree, nature, kind, shape, size, square footage, height, elevation, materials, colors, location and configuration of the same shall have been submitted to and approved in writing by the Directors, or if appointed by the Directors in their sole discretion, by an Architectural Committee composed of three (3) or more Owners [reference herein to "Architectural Committee" shall refer either to the aforesaid committee, if appointed and constituted, or to the Directors, whichever happens to be acting at the time], and (ii) all permits required by the City or any other governmental authority having jurisdiction over the project have been received. In the event the Architectural Committee fails to approve or disapprove any design, materials, colors or location within sixty (60) days after all required plans and specifications have been submitted to it (and fees, if required, have been paid), or such longer period as the Architectural Committee may indicate in writing is reasonably necessary to complete its review and analysis, approval will not be required and this provision will be deemed to have been fully complied with. The Architectural Committee is authorized where it deems appropriate to charge a review fee for any submission to defray the costs of reviews it conducts or authorizes. All requests hereunder shall be submitted to the Architectural Committee in writing, and shall be deemed submitted when personally delivered to the Architectural Committee at the address from time to time designated for such purposes, or when receipted by the Architectural Committee if sent to the aforesaid address by postage prepaid, registered or certified mail, return receipt requested. Approval of applications or plans shall not be deemed to constitute a waiver of the right to withhold approval as to any similar applications, plans, or other matters subsequently or additionally submitted for approval.

2. Construction. If construction does not commence on a project approved under the provisions of Section 1 of this Article IX within one year after the date of approval, such approval

shall be deemed withdrawn and it shall be necessary for the Owner to reapply for approval before commencing any activities. Once construction is commenced, it shall be diligently pursued to completion. All work shall be completed within one year of commencement unless otherwise specified in the notice of approval or unless the Architectural Committee grants an extension in writing, which it shall not be obligated to do. If approved work is not completed within the required time, it shall be considered nonconforming, and shall be subject to enforcement action by the Directors, Grantor or any aggrieved Owner.

3. Disclaimers.

(a) It is expressly agreed that notwithstanding any provision of this Article IX to the contrary, and as provided in Section 1 above, the Owners shall be responsible for procuring all permits and assuring compliance with the City's ordinances, for all improvements proposed hereunder, and that the Architectural Committee's approval hereunder shall not be deemed a representation that such plans, specifications or other materials comply with applicable laws, rules, ordinances or regulations. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only, and the Architectural Committee shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements, nor for ensuring that all Living Units are of comparable quality, value or size, of similar design, or aesthetically pleasing or otherwise acceptable to neighboring property owners.

(b) Neither Grantor, the Directors, the Association, nor any committee or member of any of the foregoing shall be held liable for soil conditions, drainage or other general site work; any defects in plans revised or approved hereunder; any loss or damage arising out of the action, inaction, integrity, financial condition or quality of work of any contractor or its subcontractors, employees or agents; or any injury, damages, or loss arising out of the manner or quality or other circumstances of approved construction on or modifications to any Lot or Living Unit.

ARTICLE X.
ASSESSMENTS

1. General. Grantor, for each Lot within the Subdivision, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay annual and special assessments, if any, from time to time fixed, levied and assessed in accordance with the provisions of this Indenture. The annual and special assessments and charges together with interest thereon and costs of collection thereof shall be a charge and continuing lien on the Lot against which assessed. Each such assessment and charge, together with interest thereon and cost of collection thereof, shall also be the personal obligation of the Person who was the Owner of such Lot at the time the assessment or charge fell due.

2. Purpose. The assessments levied under this Article shall be used exclusively for the purpose of (i) promoting the recreation, health, safety and welfare of the residents in the Subdivision including (ii) performing the services and carrying out the functions herein authorized, (iii) acquiring, improving, maintaining and operating the Common Ground and all facilities thereon and easements established herein or on the Plat including, without limitation, the payment

of taxes and insurance thereon and of the cost of labor, equipment and materials used in the repair, maintenance and replacement thereof, (iv) the cost of management and supervision of the Common Ground, and (v) such other needs as may arise. In no event shall Grantor assess any Owner hereunder to defray Grantor's costs of developing the Subdivision.

3. Annual Assessments.

(a) By November 1st of each year, or as soon thereafter as reasonably practicable, the Directors shall estimate the total amount necessary to pay wages and for materials, insurance, water, sewer charges, services and supplies which they anticipate will be required in the performance of their duties under this Indenture during the ensuing calendar year together with an amount which they consider necessary as a reasonable reserve for any future needs and contingencies. On or about December 1st of each year, or as soon thereafter as reasonably practicable, the Directors shall notify the Owner of each Lot in writing as to the amount of such estimate, which shall then be uniformly assessed against the Owners of all Lots. Each annual assessment shall be levied prior to or during the year for which it is levied, and notice thereof shall be given as provided in Section 3(c) of this Article X. Each annual assessment shall be payable either (i) on the date which is thirty (30) days after the date of such notice, and shall become delinquent if not paid within thirty (30) days thereafter, or (ii) in such periodic installments as from time to time determined by the Directors, and if not paid within five (5) days after any such installment is due, the entire annual assessment levied hereunder shall be deemed delinquent.

(b) In the event the Directors shall at any time during the year determine that their estimate under Paragraph (a) of this Section 3 is insufficient to meet current operating expenses, the Directors may revise the Association's budget for the balance of the calendar year to such an amount as is actually necessary to pay such maintenance expenses and to fund a reserve, and within fifteen (15) days thereafter, shall notify the Owner of each Lot in writing in the manner provided in Section 3(c) of this Article X as to the amount of the revised budget, which shall be uniformly assessed against the Owners of each Lot. The revised assessment shall be due on the date which is thirty (30) days after the date of such notice and shall become delinquent if not paid within thirty (30) days following such due date.

(c) Notice of each levy under this Article X, Section 3, shall be given by first class mail addressed to the last known or usual post office address of each Owner and deposited with the United States Postal Service, postage prepaid, or by posting of a notice of the assessment upon the Lot against which it applies.

4. Special Assessments. If other than as provided in Section 3(b) of this Article X, the Directors at any time consider it necessary to make any expenditure requiring an assessment additional to the annual assessment, they shall submit a written outline of the contemplated project and the amount of the assessment required to the then Lot Owners. If such assessment is approved either by a majority of the votes cast in person and by proxy at a meeting of the Owners called by the Directors, or on written consent of a majority of the total votes entitled to vote thereon, the Directors shall notify all Owners of the additional assessment; PROVIDED, HOWEVER, that in determining such required majority, only those Owners who have paid all assessments theretofore made shall be entitled to vote. Notice of any special assessment hereunder shall be given in the

same manner as notices of annual assessments are given, with such assessment becoming delinquent thirty (30) days after the date of such notice.

5. Prorations. Should a Lot become subject to assessments after January 1 in any year and should an annual or special assessment have been levied for that year, then such assessment shall be adjusted so that such Lot shall be charged with a portion of the assessment prorated for the balance of that year.

6. Interest and Liens. All assessments shall bear interest at the rate of one percent (1%) over the Prime Rate from the date of delinquency, and such assessment, together with interest and costs of collection, shall constitute a lien upon the Lot against which assessed until fully paid. As an assessment becomes delinquent, the Directors may execute and acknowledge and record an instrument in the County Records reciting the levy, and thereafter institute any appropriate legal action to enforce such lien. Should an Owner pay an assessment after notice is recorded, the Directors shall execute and record (at the expense of the Owner) a release of such lien. The lien of the assessments provided for herein shall be subordinate to the lien of any institutional (bank, savings and loan association, pension or retirement fund, insurance company or federally insured mortgage) first Mortgage now or hereafter placed upon any Lot with respect to which assessments have become due and payable prior to a sale or transfer of such Lot pursuant to foreclosure or transfer in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

7. Exemptions. The following properties shall be exempt from the assessments, charges and liens created herein:

- (a) All Common Ground;
- (b) All properties exempted from taxation under the laws of the State of Missouri; and
- (c) All Lots owned by Grantor until occupied for residential purposes or until title to the Lot has been transferred to the first purchaser thereof at retail (as distinguished from sales in bulk or at wholesale to others for development or resale). No Lot devoted to residential use shall be exempt from assessment hereunder.

8. Keeping of Funds. The Association shall deposit its funds in a bank protected by the Federal Deposit Insurance Corporation.

9. Ordinance Compliance. Notwithstanding any other conditions herein, the Association shall make suitable provisions for compliance with all subdivision and other ordinances, rules and regulations of the City including, but not limited to, maintenance and operation of street lights, easements and roadways (except for those easements and roadways as are dedicated to public bodies or agencies), and for such purposes shall not be limited to any maximum assessment provided for herein.

10. Capitalization. Upon acquisition of record title to a Lot by the first Owner thereof other than a Grantor, a contribution shall be made by or on behalf of such Owner to the working capital of the Association in an amount double the annual amount payable with respect to such Owner's Lot under Section 3 of this Article X. The amount to be contributed pursuant to this

Section shall be in addition to, not in lieu of, the annual Assessment, and shall not be considered an advance payment of such assessment.

11. Change of Ownership. Upon the conveyance of any Lot other than a conveyance by Grantor, the conveying Owner or grantee of such Lot shall give the Association written notice of such conveyance and pay the Association a One Hundred and 00/100 Dollar (\$100.00) transfer and administrative fee to cover the Association's expenses resulting from such change in ownership (or such greater amount as any third-party management company engaged by the Association may charge the Association in connection with any such change). Until paid, the transfer fee due hereunder shall constitute a lien on the transferred Lot, and shall bear interest and be subject to collection as provided in Section 6 of this Article X.

ARTICLE XI. RESTRICTIONS

In addition to any limitations and restrictions imposed by other provisions of this Indenture, the following restrictions are imposed upon and against the Property and each Lot now or hereafter existing therein:

1. Building Use. No building or structure shall, without the approval of the Directors, be used for a purpose other than that for which the building or structure was originally designed.

2. Building Location. No building or structure shall be located on any Lot nearer to the street(s) upon which the Lot fronts or by which such lot is bordered or the side or rear lot lines shown on the Plat.

3. Resubdivision. No Lot shall be resubdivided nor shall a fractional part of any Lot be sold nor shall any Lots be consolidated without the consent of the Directors, which consent shall not be unreasonably withheld. In the event either of the foregoing is approved, the assessment attributable to the Lot so subdivided shall be pro-rated between the resulting Lots, and the Lots so consolidated shall remain subject to the assessments attributable thereto prior to such consolidation.

4. Commercial Use. Except for the promotional activities conducted by Grantor in connection with the development of the Subdivision and the marketing and sale of residences therein and the conduct of a home occupation in strict accordance with the provisions of the applicable zoning ordinances, no commercial activities of any kind shall be conducted on any Lot.

5. Nuisances. No loud, noxious or offensive activity shall be carried on upon any Lot or the Common Ground in the Subdivision, nor shall anything be done thereon or therein that may be or become a nuisance or annoyance to the neighborhood. Without limiting the generality of the foregoing:

(i) no motorized vehicles including, but not limited to, cars, go-carts, trailers, recreational vehicles (RVs), sleds, snow mobiles, trucks, vans, all-terrain vehicles (ATVs), motorcycles, dirt bikes, minibikes, tractors, truck-tractors, campers or house trailers shall be operated, driven, ridden, parked, stored or otherwise placed on, in or about the Common Ground;

(ii) no exterior lighting shall be directed outside the boundaries of a Lot or other parcel;

(iii) no trash, leaves, debris or other materials shall be burned on any Lot or within the Common Ground;

(iv) except alarm devices used exclusively for security purposes, no radio, loudspeaker, horn, whistle, bell or other sound device shall be used or discharged at a volume audible to occupants of other Lots;

(v) no firecrackers or other fireworks shall be used or discharged in the Subdivision;

(vi) no grass clippings, leaves or other debris, petroleum products, fertilizers or other potentially hazardous or toxic substances shall be dumped in any drainage ditch, stream, pond, lake or elsewhere within the Property;

(vii) no wildlife shall be captured, trapped or killed within the Subdivision except in compliance with applicable law; and

(viii) no activities which materially disturb or destroy the vegetation, wildlife, wetlands or air quality within the Property, or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution shall be conducted in the Subdivision.

6. Maintenance. Each Owner shall maintain and keep his Lot in good order and repair, and shall do nothing which would be in violation of law. Trash, rubbish, toys (including portable basketball goals), tools, cases, crates or any discarded items shall not be left in the front or back yard of any Lot overnight, and no exterior front yard appurtenances, sculptures or bird baths, free-standing basketball standards or similar personal property items shall be placed in the front yard of any Lot.

7. Obstructions. There shall be no obstruction of any portion of the Common Ground or any storage or construction or planting thereon by an Owner. No clothes, laundry or other articles or equipment shall be placed, hung, exposed or stored on any portion of the Common Ground or on any Lot or on the exterior of any building.

8. Animals. No animals, reptiles, birds, horses, rabbits, fowl, poultry, cattle or livestock of any kind shall be brought onto or kept on the Property, except that no more than three (3) dogs, cats, or other household pets (except house pets with vicious propensities) may be kept or maintained on any Lot, provided that such pets are not kept for any commercial purpose and are at all times leashed when outside of fenced yards and no "runs" or other outside structures are erected or installed therefor. The keeping of any pet which by reason of its noisiness or other factor is a nuisance (as determined by the Directors in their sole judgment) or annoyance to the neighborhood is prohibited.

9. Trucks, Boats, Etc. Except during periods of approved construction, no buses, trucks (other than vans and pick-up trucks not exceeding 3/4 ton) or commercial vehicles (as hereinafter defined), boats, motorcycles, recreational vehicles, campers, house trailers, boat trailers

or trailers of any other description, or motor vehicles of any kind whatsoever that are not licensed or are unable to move under their own power, shall be permitted to be parked or stored on any Lot unless parked or stored in an enclosed garage or as otherwise permitted by the Directors. Further, no motor vehicle or equipment shall be repaired or otherwise serviced in front of or adjacent to any residence in the Subdivision. As used herein, "commercial vehicle" shall mean a motor vehicle designed or regularly used for carrying freight and merchandise or more than eight (8) passengers.

10. Vehicular Sight Lines. No fence, wall, tree, hedge or shrub planting shall be placed or maintained in such a manner to obstruct sight lines for vehicular traffic. Except as may be required to comply with the foregoing, no live tree shall be removed without the approval of the Directors.

11. Temporary Structures, Out Buildings and Installations. No structure of a temporary character, trailer, tent, shack, garage, metal or wooden shed, barn or other outbuilding shall be installed, constructed or maintained on any Lot at any time.

12. Signs. Other than signs required to be permitted under applicable laws and ordinances, no signs, advertisements, billboards or advertising structures of any kind may be erected, maintained or displayed on any Lot; provided, however, that nothing herein shall prohibit (i) Owners from placing one "For Sale" or "For Rent" sign (not to exceed 4 square feet in size) on the Lot, or (ii) signs erected or displayed by Grantor in connection with the development of the Subdivision and the marketing and sale of Living Units therein.

13. Utility and Drainage Easements. Easements for installation and maintenance of utilities and drainage facilities are established in this Indenture and are or will be reserved as shown on the Plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

14. Oil Drilling. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot or portion of the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot or portion of the Property. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot or portion of the Property.

15. Cul-De-Sac, Etc. Other than streetlights and fire hydrants, no above-ground structure may be erected upon a cul-de-sac island, divided street entry island, or median strip.

16. Fences. No fencing or screening of any kind shall be erected or maintained on any Lot without the prior written consent of the Architectural Committee. Fences that receive the prior written approval of the Architectural Committee may be erected on a Lot provided such fences are of a style approved by the Architectural Committee, except as otherwise provided herein, have a minimum of forty percent (40%) open space to allow passage of air and light, and are in strict compliance with the following standards and requirements, to-wit:

(i) Other than as expressly permitted by the provisions of this Section 16, the maximum height for full perimeter fencing shall be forty-eight inches (48”).

(ii) Fencing shall only enclose the rear yards of any Lot. Rear yard fencing shall be full perimeter, and no fencing shall be erected or maintained on any Lot between the rear corner of the residence constructed upon such Lot and the street upon which such Lot fronts. No privacy fences shall be permitted. Except under extraordinary circumstances (as defined below), fencing must start at the rear corners of the residence and must be within four inches (4”) of the lot lines and lot corners. With respect to corner lots, fencing along the side or the rear yard facing the street shall not be placed any nearer to said street than four inches (4”) of the building line limit established by the Plat(s).

As used in this, paragraph (ii), the term “extraordinary circumstances” shall include the necessity to protect “green space,” avoiding the destruction of a tree canopy, a severe or extreme rear yard slope, or in certain instances determined by the Architectural Committee, the interference by utility structures. When an extraordinary circumstance exists, with prior written consent of the Architectural Committee, fencing may be set beyond four inches (4”) of the lot lines and lot corners; provided, however, prior to providing its consent, the Architectural Committee may, in its discretion, require the written approval of all adjoining Lot Owners for the fence variance. In those instances where written consent is given, the Lot Owner shall continue to maintain that portion of such Owner’s Lot that is located outside the fence, and the Owner’s failure to do so on more than three (3) occasions (as determined by the Board serving notice of such failure on the Owner) shall be considered revocation of the variance whereupon the fence shall be deemed in violation of this Indenture and removed or brought into strict compliance within sixty (60) days after receipt of notice from the Board.

(iii) Except as hereafter expressly provided to the contrary, all fencing shall be of either black wrought iron or black aluminum ; under no circumstance will "chain link" fencing be considered acceptable, regardless of material composition or design.

(iv) All fence posts shall be anchored in a base of concrete at least one foot (1’) six inches (6”) deep into the soil.

(v) Within one (1) year following the erection of a fence, the Board may, in its sole discretion, require the Lot Owner to landscape along such fence, in which event landscaping may include vegetation such as rambling rose, multi-flora rose, evergreen shrubbery or such similar materials as may be approved by the Board.

17. Decks, Porches, Screen Porches. All decks, patios, patio enclosures, screened porches, wooden walks and/or stairways and other such improvements shall be constructed directly behind the residential structure to which they are appurtenant, and under no circumstances shall any such improvement extend beyond the sight line as viewed when looking straight down the side of the structure into the backyard.

18. Television Antennae. No exterior television or radio antenna, towers, direct broadcast satellite dishes in excess of one (1) meter in diameter or antennas used to receive multichannel multi-point distribution (wireless cable) signals may be installed in the Subdivision

without the prior approval of the Architectural Committee under Article VII of this Indenture; provided, however, in reviewing a request for approval of any such device, the Architectural Committee shall comply with all Federal, State and local laws, ordinances and regulations, and shall not impose any restriction which will preclude an Owner's receipt of an acceptable quality signal.

19. Hazardous and/or Unsightly Materials. No above-ground gas, propane or gasoline, oil or other hazardous material storage tanks or devices shall be permitted upon or in any Lot or the Common Ground of the Subdivision.

20. Swimming Pools.

- (a) No above ground swimming pools will be allowed on any Lot in the Subdivision.
- (b) All in-ground pools must have at least four feet (4') of concrete or some other similar decking material surrounding the entire pool.
- (c) Any requirements set forth in this Section for approval of installation of pools that may conflict with any governmental codes or guidelines may be changed by the Directors to conform with such governmental guidelines.

21. Garbage. No trash, garbage, rubbish, refuse, debris, trash cans or trash receptacles of any type shall be stored in the open on any Lot; provided, however, after sunrise on any day designated for trash pick-up, trash, garbage, rubbish, refuse and debris secured within appropriate trash cans or receptacles may be placed at the street curbing for pick-up; and, provided, further, that trash cans or receptacles shall be removed and secured within the improvements on each Lot prior to sundown of the same day.

ARTICLE XII. GENERAL PROVISIONS

These general provisions shall apply to the foregoing Indenture:

1. Actions by Directors. The Directors are authorized to act through a representative, provided, however, that all acts of the Directors shall be agreed upon by at least a majority of said Directors. No Director shall be held personally responsible for his wrongful acts or for the wrongful acts of others, and no Director shall be held personally liable for injury or damage to persons or property by reason of any act or failure to act of the Directors, collectively or individually. The Directors from time to time serving hereunder, except Directors appointed pursuant to Article V, Section 5 hereof, shall not be entitled to any compensation or fee for services performed pursuant to this Indenture.

2. Indemnification of Officers, Directors and Others.

(a) Subject to the indemnification provisions in Chapter 355 of Mo. Rev. Stat., as may be amended, the Association shall indemnify every officer, director and committee member against all damages and expenses, including attorneys' fees, reasonably incurred in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if

approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under this Section and Missouri law.

(b) The officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association).

(c) The Association shall indemnify and forever hold each such officer, director and committee member harmless from any and all liability to others on account of any such contract, commitment or action. This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

3. Adjoining Tracts. The Association is authorized and empowered to cooperate and contract with the homeowner's association (or its equivalent) for adjoining or nearby tracts in the development and maintenance of facilities inuring to the benefit and general welfare of the inhabitants of the entire area.

4. Amendments. Until Living Units have been constructed on and all Lots authorized to be developed in the Subdivision have been sold and conveyed for residential use, the provisions of this Indenture may only be amended, modified or changed, in whole or in part and as to all or any portion of the Property, by Grantor, and thereafter, the provisions hereof may only be amended, modified or changed by the written consent of two-thirds (2/3) of all Owners. To be effective, any amendment, modification or change to the provisions of this Indenture must be approved in writing by the City Attorney and shall be recorded in the County Records. No amendment, modification or change shall reduce or modify the obligations or rights granted to or imposed upon the Association or eliminate the requirement that there be an Association unless another Person is substituted for the Association with its responsibilities and duties.

5. Severability, Etc. All covenants and agreements herein are expressly declared to be independent and not interdependent. No laches, waiver, estoppel, condemnation or failure of title as to any part of the Property or any Lot in the Property shall be of any effect to modify, invalidate or annul any grant, covenant or agreement herein with respect to the remainder of the Property, saving always the right to amendment, modification or repeal as hereinabove expressly provided.

6. Invalidation. Invalidation of any one of the covenants of this Indenture shall in no way affect any other provision hereof.

7. Assignment by Grantor. The rights, powers and obligations granted to Grantor may be assigned or transferred by Grantor, in whole or in part, to any other Person to whom Grantor sells, transfers or assigns all or any of the Lots in the Subdivision.

8. Rights During Construction and Sale. Notwithstanding any provision contained in this Indenture to the contrary, until Living Units have been constructed on and all Lots authorized to be developed in the Subdivision have been sold and conveyed for residential use, Grantor and its successors and assigns shall have the right and privilege, to the extent allowed under City ordinances: (i) to erect and maintain advertising signs, sales flags and other sales devices and banners for the purpose of aiding the sale of Lots and residences in the Subdivision; (ii) to maintain sales, business and construction offices in display homes or trailers in the Subdivision (including, without limitation, the Common Ground) to facilitate the completion of development of the Subdivision and construction and sale of Living Units; and (iii) to park and to allow its subcontractors to park trucks and stockpile and store materials on any Lot(s) and on the Common Ground. Grantor's construction activities shall not be considered a nuisance, and Grantor hereby reserves the right and privilege for itself and its successors and assigns to conduct the activities enumerated in this Section until all Lots in the Subdivision have been sold and conveyed for residential purposes. The provisions of this Article XII, Section 8 shall not be amended, modified or deleted without the prior written consent of Grantor.

9. Term. Except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of this Indenture shall run with and bind the Property for the duration of the trust under Article II of this Indenture, after which said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded agreeing to terminate this Indenture as of the end of any such ten (10) year period. No such agreement of termination shall be effective unless made and recorded one (1) year in advance of the effective date of such termination, and unless written notice of the proposed agreement of termination is sent to every Owner at least ninety (90) days in advance of any action taken.

IN WITNESS WHEREOF, Grantor has executed this Indenture this ____ day of _____, 2023.

GRANTOR:

MCKELVEY HOMES, L.L.C.,
a Missouri limited liability company

BY: _____
Name: James G. Brennan
Title: Manager

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

On this the ____ day of _____, 2023, before me personally appeared James G. Brennan, to me personally known, who, being by me duly sworn, did say that he is the Manager of McKelvey Homes, L.L.C., a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company, and said _____ acknowledged said instrument to be the free act and deed of said limited liability company.

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

Notary Public

My commission expires:

[SIGNATURE PAGE TO INDENTURE OF TRUST AND RESTRICTIONS
FOR DUEVER ESTATES]

ASSOCIATION:

DUEVER ESTATES HOMEOWNERS
ASSOCIATION, a Missouri nonprofit corporation

BY: _____
Name: James G. Brennan
Title: President

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

On this the ____ day of _____, 2023, before me personally appeared James G. Brennan, to me personally known, who, being by me duly sworn, did say that he is the President of Duever Estates Homeowners Association, a nonprofit corporation, and that said instrument was signed in behalf of said corporation, and said acknowledged said instrument to be the free act and deed of said corporation.

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

My commission expires:

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

2023042800175

CERTIFIED-FILED FOR RECORD

4/28/2023 9:56:01AM

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

PAGES: 5
RECORDING FEE: \$33.50

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

Type of Instrument: WARRANTY DEED

Grantor: PJC DEVELOPMENT LLC

Grantee: COUNTY OF ST LOUIS

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

RECORDER OF DEEDS DOCUMENT CERTIFICATION

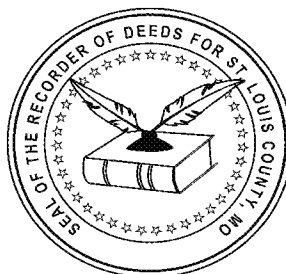
STATE OF MISSOURI)
 SS.
COUNTY OF ST. LOUIS)

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 5 pages, (this page inclusive), was filed for record in my office on the 28 day of April 2023 at 9:56 am and is truly recorded as the document number printed above.

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

EAR

Deputy Recorder



Gerald E. Smith

Recorder of Deeds
St. Louis County, Missouri

20,228,322



DocId:20228322

Tx:40137935

3 INCH AREA ABOVE – LEAVE BLANK (FOR RECORDERS OFFICE USE ONLY)

DOCUMENT TYPE: ST. LOUIS COUNTY GENERAL WARRANTY DEED

DATE OF DOCUMENT:

GRANTOR; PJC Development, LLC
218 Chesterfield Towne Centre
St. Louis, MO 63005

GRANTEE: St. Louis County
41 South Central
Clayton, Mo 63105

PROPERTY ADDRESS: 871 N Mason Road
St. Louis, MO 63141

COUNTY LOCATOR # 17P610059

CITY OF ST. LOUIS PARCEL #: N/A

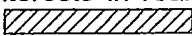
CITY/MUNICIPALITY: City of Creve Coeur

LEGAL DESCRIPTION A tract of land being part of lot 2 of The Estate of John
Hezel in US Survey 1923, T 44 N – R 5 E,
St. Louis County, Missouri

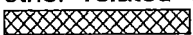
GENERAL WARRANTY DEED

(Form 7.2.1)

THIS DEED made and entered into this 13th day of April, 20 23, by and between PJC Development, LLC of the County of St. Louis, State of Missouri, Grantor(s) and ST. LOUIS COUNTY, MISSOURI, 41 South Central Avenue, Clayton, Missouri, 63105, Grantee.

WITNESSETH: that the Grantor(s), for and in consideration of the sum of One Dollar and No/100 (\$1.00) and other valuable considerations paid by the Grantee, the receipt of which is hereby acknowledged, do _____ by these presents, Grant, Bargain and Sell, Convey and Confirm unto the Grantee, the following interests in real estate situated in St. Louis County, Missouri and indicated by the hatched area  on the attached Exhibit "A".

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the Grantee, and to its assigns and successors forever.

A Temporary Slope Construction License for the purpose of making cuts, fills and sloping embankment, constructing drives, providing working room and implementing any and all other related construction items over the real estate indicated by the cross-hatched area  on the attached Exhibit "A" until such time as future Sidewalk may be completed and accepted by St. Louis County. Upon the granting or denial of acceptance by St. Louis County or its assigns, this License shall terminate.

Grantor(s) covenant(s) that no installation will be placed on the above platted land as will interfere with the proper construction of the aforementioned project until this license is terminated.

The Grantor(s) hereby covenanting that PJC Development, LLC and their heirs, executors and administrators, shall and will Warrant and Defend the title to the premises unto the Grantee, and to its assigns and successors forever against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 20 _____ and thereafter, and the special taxes becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the Grantor(s) ha _____ executed these presents the day and year first above written.

(Corporation Name)

PJC Development, LLC

Attest: _____

Secretary

(SEAL)


Phillip R. Brennan

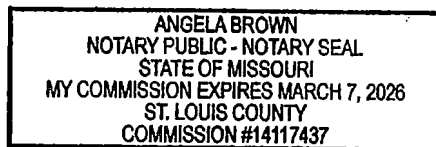
(LIMITED LIABILITY COMPANY (L.L.C.) NOTARY)

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

On this 13 day of April, 2023, before me personally appeared Phillip R. Brennan, to me personally known, who, being by me duly sworn, did say that they are the Managing Member / Member of PJC Development, LLC, L.L.C., and that they executed the foregoing agreement pursuant to the authority given to them by the Operating Agreement of said Limited Liability Company, and acknowledged that they executed the same on behalf of said Limited Liability Company as their free act and deed.

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

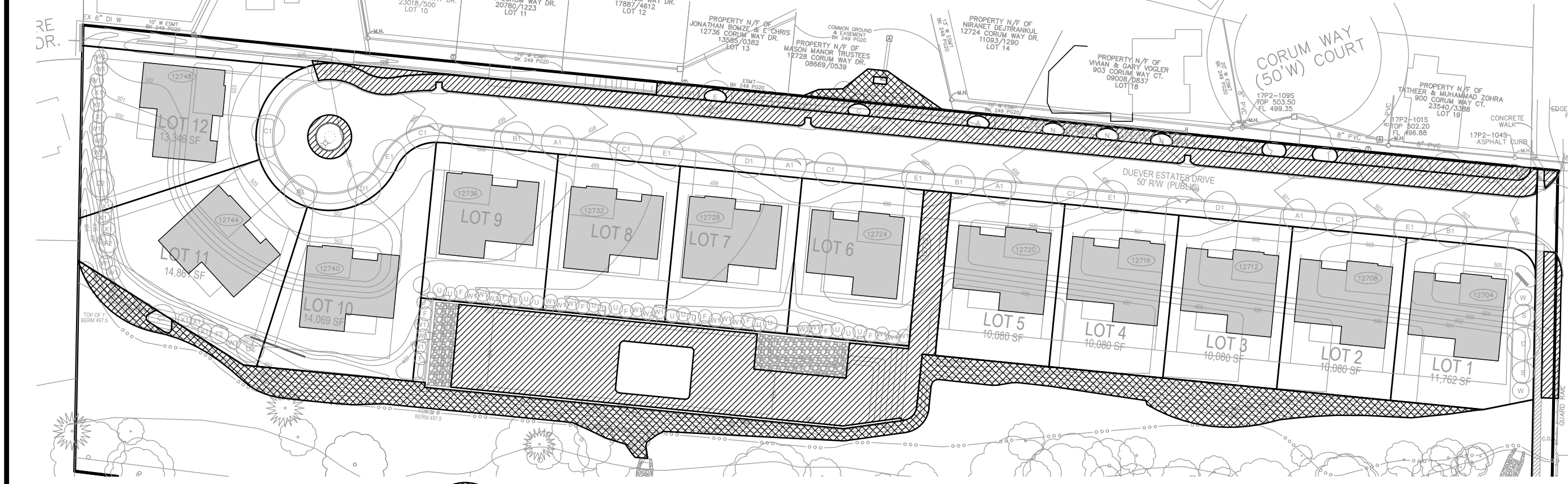
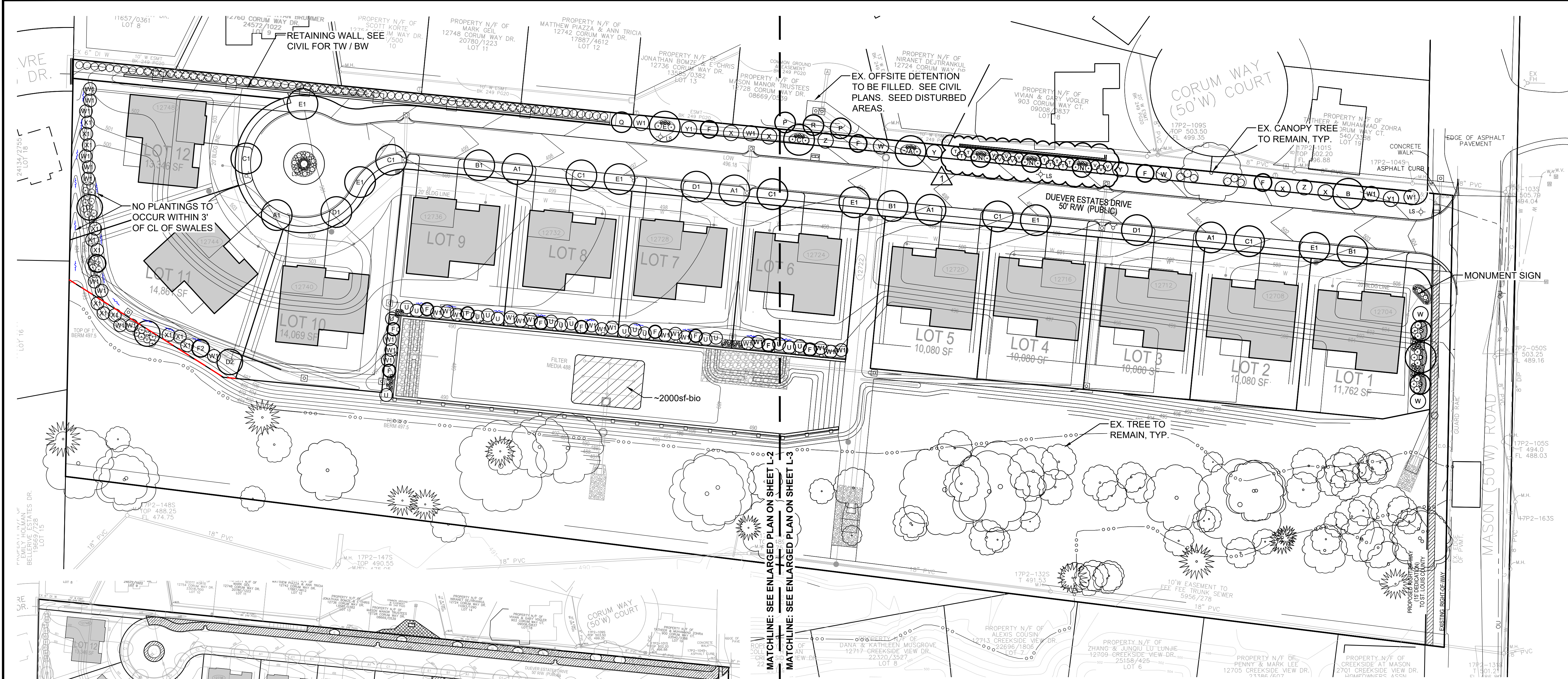
My term expires: March 7, 2026 Angela Brown
Notary Public



[illegible]

INITIAL:

2-21-2023



SEED & SOD KEY

SOD
37,750sq.ft. (~4,195sq.yd.)

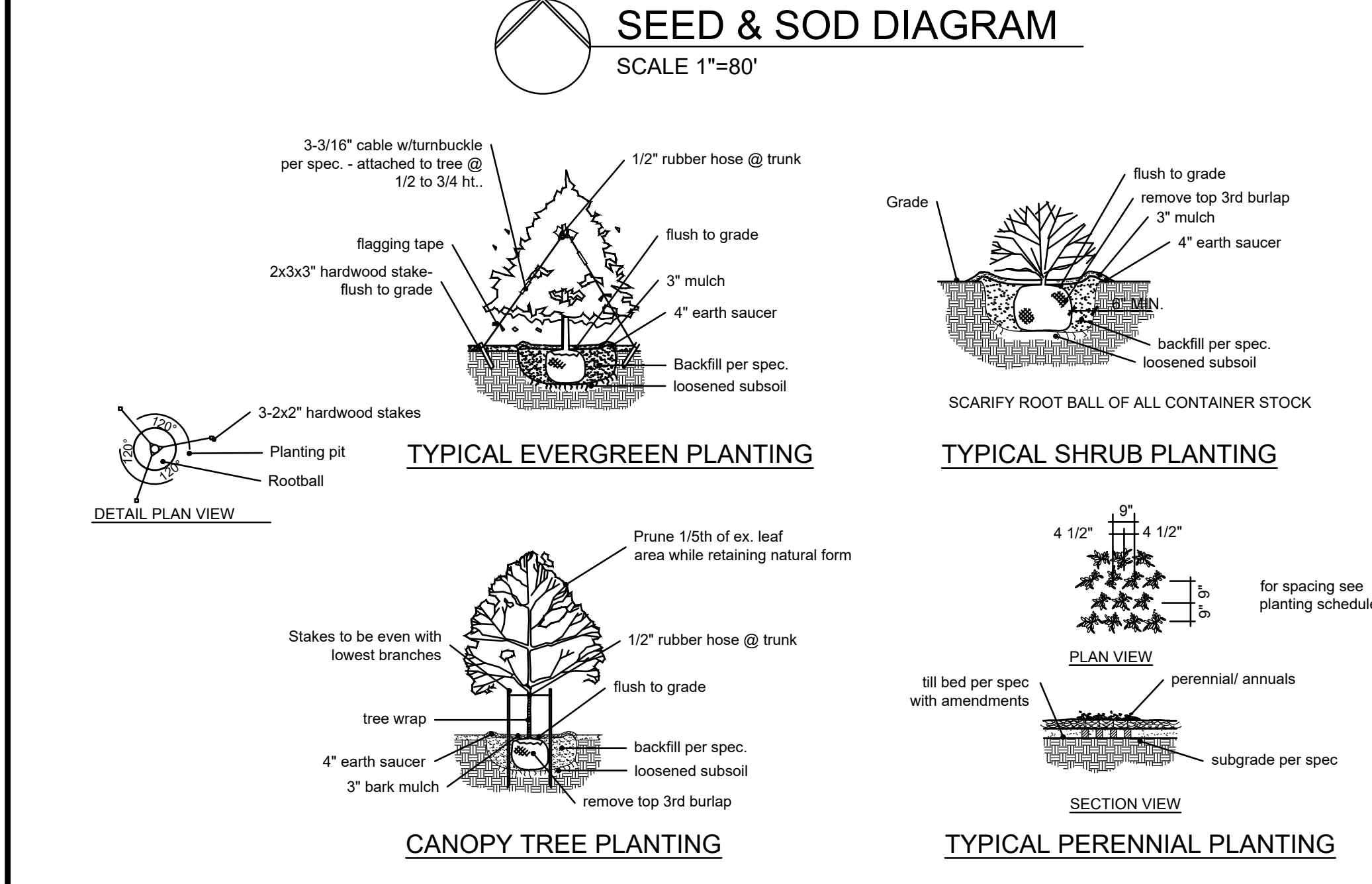
LAWN SEED W/ EROSION CONTROL BLANKET
18,350sq.ft. (~2,040sq.yd.)

NOTE: LAWNS OF INDIVIDUAL LOTS TO BE INSTALLED WITH CORRESPONDING HOME CONSTRUCTION.

OVERALL LANDSCAPE PLAN

SCALE 1"=40'

CANOPY / STREET TREES				PLANTING SCHEDULE			
SYMBOL	QUANTITY	BOTANICAL NAME	COMMON NAME	MIN. SIZE	REMARKS		
A	1	Quercus bicolor	Swamp White Oak	2" cal.	B&B		
A1	5	Quercus bicolor	Swamp White Oak	3" cal.	B&B		
B	1	Ginkgo biloba 'Autumn Gold'	Autumn Gold Ginkgo	2" cal.	B&B		
B1	3	Ginkgo biloba 'Autumn Gold'	Autumn Gold Ginkgo	3" cal.	B&B		
C	1	Acer x freemanii 'Autumn Blaze'	Autumn Blaze Maple	2" cal.	B&B		
C1	6	Acer x freemanii 'Autumn Blaze'	Autumn Blaze Maple	3" cal.	B&B		
C2	4	Acer x freemanii 'Autumn Blaze'	Autumn Blaze Maple	4" cal.	B&B		
D	1	Platanus x acerifolia 'Bloodgood'	Bloodgood London Planetree	2" cal.	B&B		
D1	3	Platanus x acerifolia 'Bloodgood'	Bloodgood London Planetree	3" cal.	B&B		
D2	1	Platanus x acerifolia 'Bloodgood'	Bloodgood London Planetree	4" cal.	B&B		
E	1	Zelkova serrata 'Green Vase'	Green Vase Zelkova	2" cal.	B&B		
E1	6	Zelkova serrata 'Green Vase'	Green Vase Zelkova	3" cal.	B&B		
F	14	Taxodium distichum 'Mickelson'	Shawnee Brave Baldcypress	2" cal.	B&B		
F2	2	Taxodium distichum 'Mickelson'	Shawnee Brave Baldcypress	4" cal.	B&B		
UNDERSTORY TREES							
N	3	Malus 'Coralade'	Coralburst Crabapple	2" cal.	B&B		
P	2	Cercis canadensis	Eastern Redbud	2" cal.	B&B		
Q	1	Amelanchier x grandiflora 'Autumn Brilliance' (single-stem)	Autumn Brilliance Serviceberry	2" cal.	B&B		
R	1	Carpinus caroliniana	American Hornbeam	2" cal.	B&B		
S	2	Malus 'Jardin' (fruitless)	Manlee Crabapple	2" cal.	B&B		
EVERGREEN TREES							
T	8	Picea pungens 'Fat Albert'	Fat Albert Colorado Blue Spruce	6" ht.	B&B		
U	18	Juniperus virginiana 'Cargentii'	Cargentii Juniper	8" ht.	B&B		
V	8	Thuja occidentalis 'Techny'	Techny Arborvitae	6" ht.	B&B		
W	4	Thuja 'Green Giant'	Green Giant Arborvitae	6" ht.	B&B		
W1	35	Thuja 'Green Giant'	Green Giant Arborvitae	10' ht.	B&B		
X	4	Picea abies	Norway Spruce	6" ht.	B&B		
X1	12	Picea abies	Norway Spruce	10' ht.	B&B		
Y	2	Pinus strobus	Eastern White Pine	6" ht.	B&B		
Y1	2	Pinus strobus	Eastern White Pine	10' ht.	B&B		
Z	2	Picea omorika	Serbian Spruce	6" ht.	B&B		
SHRUBS AND LARGE GRASSES							
a	35	Viburnum prunifolium	Blackhaw Viburnum	24"	Cont.		
b	21	Lindera benzoin	Spicebush	24"	Cont.		
c	23	Aesculus parviflora	Bottlebrush Buckeye	24"	Cont.		
d	12	Juniperus x pfitzeriana 'Saybrook Gold'	Saybrook Gold Juniper	24"	Cont.		
e	8	Ilex x meserveae 'Mesog'	China Girl Holly	24"	Cont.		
g	40	Taxus x media 'Everlow'	Everlow Yew	24"	Cont.		
h	20	Panicum virgatum 'Northwind'	Northwind Switchgrass	3 gal.	Cont.		
n	10	Panicum virgatum 'Cheyenne Sky'	Cheyenne Sky Switchgrass	3 gal.	Cont.		
k	21	Viburnum plicatum f. tomentosum 'Mariesii'	Mariesii Viburnum	36"	Cont.		
m	25	Miscanthus sinensis 'Gracillimus'	Maiden Grass	5 gal.	Cont.		
n	1	Juniperus chinensis 'Hetzi Columnaris'	Green Columnar Juniper	6"	Cont.		
PERENNIALS							
aa	16	Liriope muscari 'Variegata'	Variegated Liriope	1 gal.	18" o.c.		
bb	40	Salvia nemorosa 'Caradonna'	Caradonna Salvia	1 gal.	18" o.c.		
cc	10	Symphoricaricum oblongifolium	Aromatic Aster	1 gal.	24" o.c.		
dd	20	Hylotelephium spectabile 'Autumn Fire'	Autumn Fire Sedum	1 gal.	18" o.c.		
ee	21	Amsonia hubrichtii	Arkansas Blue Star	1 gal.	24" o.c.		
bio	2000sf	Bioretention Plantings per MSD Requirements (see Civil drawings)					



NOTES:

- MULCH TO BE DOUBLE GROUND BARK MULCH, UNLESS OTHERWISE NOTED ON PLAN.
- ALL 3:1 OR STEEPER SLOPES SHALL BE SEEDED AND HAVE EROSION CONTROL BLANKET, UNLESS OTHERWISE NOTED ON THE ABOVE "SEED & SOD DIAGRAM".
- TOPSOIL IN ALL DISTURBED LAWN AREAS AT 6" DEPTH, UNLESS SITE SOILS ARE DEEMED ACCEPTABLE.
- SOIL MIX OR AMENDED SITE SOILS IN ALL SHRUB BEDS AT 8" DEPTH.
- STREET TREES SHALL BE PLACED EVERY 30 LINEAL FEET OF PLANTABLE LOT STREET FRONTAGE AND SHALL BE LOCATED AT LEAST 30" BUT NOT MORE THAN 12 FEET FROM BACK OF CURB.

673.7LF LOT FRONTAGE / 30 = 23 REQ'D STREET TREES (23 PROPOSED)

Jerald Saunders - Landscape Architect
MO License # LA-007

Consultants:

IMPROVEMENT PLANS FOR

Duever Estates

871 NORTH MASON ROAD
SAINT LOUIS, MISSOURI 63141

Revisions:

Date	Description	No.
10/24/23	Screen Plantings	1

LOOMIS ASSOCIATES
landscape architects + planners
750 spartan drive, chesterfield, missouri 63005
t. 636-519-8666
www.loomis-associates.com

Drawn: LWH
Checked: JAS

Sheet Title:	OVERALL LANDSCAPE PLAN
Sheet No:	L-1
Date:	09/27/23
Job #:	971.004

Loomis Associates Inc.
Missouri State Certificate of Authority #: LAC #0000191

BILL NO. 6100

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AUTHORIZING THE EXECUTION OF A SURFACE TRANSPORTATION BLOCK GRANT (STBG) PROGRAM AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION TO ENABLE THE CITY TO CONSTRUCT THE NEW BALLAS ROAD PHASE 2 IMPROVEMENTS PROJECT.

WHEREAS, the City of Creve Coeur strives to maintain its pavement infrastructure for the sake of its residents; and

WHEREAS, the City has been awarded grant funding under the federal Surface Transportation Block Grant Program (STBG) to assist with the cost of resurfacing, and bus stop and sidewalk improvements to New Ballas Road between Ladue Road and Conway Road; and

WHEREAS, the attached "Exhibit One" is an agreement between the City and the Missouri Highways and Transportation Commission regarding the responsibilities and requirements of the STBG Grant Program.

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

SECTION 1. The STBG Program Agreement, between the Missouri Highways and Transportation Commission and the City, regarding the resurfacing, bus stops, and sidewalk improvements to New Ballas Road, attached hereto and referred to herein as the "Program Agreement," is hereby approved and the City Administrator is authorized to execute same on behalf of the City and the City Clerk is authorized and directed to attest thereto. The Agreement as executed shall be substantially in the form of the Program Agreement, with such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Ordinance. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this Ordinance, the matters herein authorized, and the rights and duties of the City under the Program Agreement.

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

ADOPTED THIS ____ DAY OF _____ 2024.

NICOLE GREER
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____ 2024.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE
CITY CLERK

CCO Form: FS11
Approved: 07/96 (KMH)
Revised: 10/22 (MWH)
Modified:

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: STBG-5561(613)
Award Year: 2025
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
SURFACE TRANSPORTATION BLOCK GRANT (STBG) PROGRAM AGREEMENT**

THIS STBG AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Creve Coeur, St. Louis County, Missouri (hereinafter, "City").

WITNESSETH:

WHEREAS, the Infrastructure Investment and Jobs Act (IIJA) 23 U.S.C. §133, authorizes a Surface Transportation Block Grant (STBG) Program to fund transportation related projects; and

WHEREAS, the City desires to construct certain improvements, more specifically described below, using such STBG funding; and

WHEREAS, those improvements are to be designed and constructed in compliance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to grant the use of STBG funds to the City. The improvement contemplated by this Agreement and designated as Project STBG-5561(613) involves:

Resurfacing, curb repairs, bus stop improvements and sidewalk accessibility updates.

The City shall be responsible for all aspects of the construction of the improvement.

(2) LOCATION: The contemplated improvement designated as Project STBG-5561(613) by the Commission is within the city limits of Creve Coeur, Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit

A" and incorporated herein by reference. More specific descriptions are as follows:

New Ballas Road from 100 ft south of Ladue Road to 100 ft. north of Conway Road.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(4) LIMITS OF SYSTEM: The limits of the surface transportation system for the City shall correspond to its geographical area as encompassed by the urban boundaries of the City as fixed cooperatively by the parties subject to approval by the Federal Highway Administration (FHWA).

(5) ROUTES TO BE INCLUDED: The City shall select the high traffic volume arterial and collector routes to be included in the surface transportation system, to be concurred with by the Commission, subject to approval by the FHWA. It is understood by the parties that surface transportation system projects will be limited to the said surface transportation system, but that streets and arterial routes may be added to the surface transportation system, including transfers from other federal aid systems.

(6) INVENTORY AND INSPECTION: The City shall:

(A) Furnish annually, upon request from the Commission or FHWA, information concerning conditions on streets included in the STBG system under local jurisdiction indicating miles of system by pavement width, surface type, number of lanes and traffic volume category.

(B) Inspect and provide inventories of all bridges on that portion of the federal-aid highway systems under the jurisdiction of the City in accordance with the Federal Special Bridge Program, as set forth in 23 U.S.C. §144, and applicable amendments or regulations promulgated thereunder.

(7) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved street and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. Any traffic signals installed on highways maintained by the Commission will be turned over to the Commission upon completion of the project for maintenance. All

obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(8) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(9) CONSTRUCTION SPECIFICATIONS: Parties agree that all construction under the STBG for the City will be constructed in accordance with current MoDOT design criteria/specifications for urban construction unless separate standards for the surface transportation system have been established by the City and the Commission subject to the approval of the FHWA.

(10) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273

"Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(11) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for the project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act. However upon written request by the City and the written acceptance by the Commission, the Commission shall acquire right of way for the City. Upon approval of all agreements, plans and specifications by the Commission and the FHWA, the commission will file copies of said plans in the office of the county clerk: and proceed to acquire by negotiation and purchase or by condemnation any necessary right of way required for the construction of the improvement contemplated herein. All right of way acquired by negotiation and purchase will be acquired in the name of City, and the City will pay to grantors thereof the agreed upon purchase prices. All right of way acquired through condemnation proceedings will be acquired in the name of the State of Missouri and subsequently released to the City. The City shall pay into court all awards and final judgments in favor of any such condemnees. The City shall also reimburse the Commission for any expense incurred by the Commission in acquiring said right of way, including but not limited to the costs of surveying, appraisal, negotiation, condemnation, and relocation assistance benefits. Unless otherwise agreed to in writing the Commission shall have the final decision regarding the settlement amount in condemnation.

(12) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80 percent not to exceed \$1,060,000. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(B) The total reimbursement otherwise payable to the City under this Agreement is subject to reduction, offset, levy, judgment, collection or withholding, if there is a reduction in the available federal funding, or to satisfy other obligations of the City to the Commission, the State of Missouri, the United States, or another entity acting pursuant to a lawful court order, which City obligations or liability are created by law, judicial action, or by pledge, contract or other enforceable instrument. Any costs incurred by the City prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.

(13) PERMITS: The City shall secure any necessary approvals or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the contemplated improvements.

(14) TRAFFIC CONTROL: The plans shall provide for handling traffic with signs, signal and marking in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

(15) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project STBG-5561(613) will involve work on the state's right of way, the City will provide reproducible final plans to the Commission relating to such work.

(16) DISADVANTAGED BUSINESS ENTERPRISES (DBEs): At time of processing the required project agreements with the FHWA, the Commission will advise the City of any required goals for participation by DBEs to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(17) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(18) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. All progress payment requests must be submitted for reimbursement within 90 days of the project completion date for the final phase of work. The City shall repay any progress payments which involve ineligible costs.

(19) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to

MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(20) OUTDOOR ADVERTISING: The City further agrees that the right of way provided for any STBG improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right of way, and will remove or cause to be removed from such right of way any sign, private installation of any nature, or any privately owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

(21) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(22) AUDIT REQUIREMENTS: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(23) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

(24) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(25) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(26) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(27) COMMISSION REPRESENTATIVE: The Commission's St. Louis District

Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(28) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

- (A) To the City:
300 North New Ballas Road
Creve Coeur, MO 63141
- (B) To the Commission:
1590 Woodlake Drive
Chesterfield, MO 63017

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(29) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

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

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material

and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, disability or national origin, age or ancestry of any individual.

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

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (29) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(30) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the FHWA and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement

of their final invoice from the Commission.

(31) CONFLICT OF INTEREST: The City shall comply with conflict of interest policies identified in 23 CFR 1.33. A conflict of interest occurs when an entity has a financial or personal interest in a federally funded project.

(32) MANDATORY DISCLOSURES: The City shall comply with 2 CFR 200.113 and disclose, in a timely manner, in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

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IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this _____ (date).

Executed by the Commission this _____ (date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF CREVE COEUR

Title _____

By _____
Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____
Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

By _____
Title _____

Ordinance No: _____

Exhibit A - Location of Project



Exhibit B – Project Schedule

Project Description: STBG-5561(613) New Ballas Road

PROJECT DEVELOPMENT SCHEDULE			
<i>Note: many stages can occur concurrently.</i>			
Activity Description	Start Date (MM/YYYY)	Finish Date (MM/YYYY)	Time Frame (Months)
Receive notification letter	10/2023	10/2023	1
Execute agreement (project sponsor and DOT)	11/2023	01/2024	3
Engineering services contract submitted and approved*			
Obtain environmental clearances (106, CE2, T&E, etc.)	07/2024	11/2024	5
Public meeting/hearing	03/2025	03/2025	1
Develop and submit preliminary plans	05/2024	11/2024	7
Preliminary plans approved	12/2024	01/2025	2
Develop and submit right-of-way plans	01/2025	03/2025	3
Review and approval of right-of-way plans	04/2025	07/2025	4
Submit and receive approval for notice to proceed for right-of-way acquisition (A-Date)*	07/2025	08/2025	2
Right-of-way acquisition	09/2025	12/2025	4
Utility coordination	07/2024	01/2026	18
Develop and submit PS&E	08/2025	12/2025	5
District approval of PS&E/advertise for bids*	12/2025	02/2026	3
Submit and receive bids for review and approval	02/2026	04/2026	3
Project implementation/construction	05/2026	09/2026	4
* Finish date must match fiscal year for each milestone shown in bold text.			

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**
This provision is applicable to all Federal-aid projects funded
under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: December 28, 2023

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works
Steve Berez, P.E., City Engineer

FROM: Kevin Mulligan, P.E., Civil Engineer

SUBJECT: Recommendation to Execute Program Agreement
New Ballas Road Improvements Phase 2 Project STBG-5561(613)

City staff recommends that the City execute a Surface Transportation Block Grant (STBG) Program Agreement with the Missouri Highways and Transportation Commission (MoDOT) in order to accept federal grant funding assistance for asphalt pavement resurfacing, curb repairs, and sidewalk and bus stop improvements to South New Ballas Road.

Project Summary

Four phases of improvements are envisioned for New Ballas Road. The first phase involves the North New Ballas extension, from Olive Boulevard to Craig Road – construction of this project is scheduled to begin in Spring of 2024. Future phases are planned for New Ballas Road south of Olive Blvd and north of Ladue Road, and are divided into what are estimated to be approximately \$1.5 million segments.

The New Ballas Road Improvements Phase 2 Project will involve the resurfacing of the asphalt pavement, repairs to broken and damaged curbs, bus stop improvements, and sidewalk accessibility updates from south of Ladue Road to north of Conway Road. Easements and right of way are expected to be necessary along the project limits.

Project Schedule

Projects that follow the process laid out by MoDOT for grant-funded projects generally have three phases: design, right-of-way acquisition, and construction.

- Design (FY2024-FY2026). The design for this project is scheduled to begin during the winter of 2024 and is expected to last through the fall of 2025. This phase of the project will be fully funded by the City.
- Right-of-Way Acquisition (FY2025). Easements appear to be necessary from two properties at the corner of New Ballas and Sackston Ridge. This phase is planned for fall and winter of 2025. The federal grant will reimburse the City up to 80% of the costs associated with easement and right of way acquisition.
- Construction (FY2026). Construction of this project is scheduled for the spring and summer of 2026. The federal grant will reimburse the City up to 80% of the cost to construct the project.

The anticipated schedule for the project is listed in detail in Exhibit B (page 12) of the Program Agreement.

Project Cost and Grant Reimbursement

The program agreement establishes the amount of reimbursement for the project at 80% of right of way/easement acquisition and construction costs, up to an amount of \$1,060,000.00. The total cost of the project is expected to be \$1.475 million, making the City's share \$415,000, or approximately 28% of the total cost.

The estimated cost of each phase of the project and the amount of grant funding awarded for that phase are outlined below:

Project Stage	Fiscal Year	Total Cost	Grant Funding	City Funding
Design	FY2024-FY2026	\$ 150,000	\$ 0	\$ 150,000
Right of Way	FY2025	\$ 50,000	\$ 40,000	\$ 10,000
Construction	FY2026	\$ 1,275,000	\$ 1,020,000	\$ 255,000
	Total	\$ 1,475,000	\$ 1,060,000	\$ 415,000

Recommendation

The City has benefitted from federal grants to improve most of its major roads in the recent past. Staff finds this grant program to be a good opportunity for the City, and recommends that the City enter into the program agreement with MoDOT in order to take advantage of this program for the benefit of South New Ballas Road.

AN ORDINANCE AUTHORIZING THE COST SHARE AGREEMENT BETWEEN THE CITY OF CREVE COEUR AND THE METROPOLITAN PARK AND RECREATION DISTRICT D/B/A THE GREAT RIVERS GREENWAY DISTRICT REGARDING THE DEVELOPMENT OF THE CENTENNIAL GREENWAY AND 39 NORTH GREENWAY.

WHEREAS, the Metropolitan Park and Recreation District d/b/a The Great Rivers Greenway District (the "District") is engaged in developing and constructing a series of parks, trails and greenways in the City of St. Louis, St. Louis County and St. Charles County, Missouri; and

WHEREAS, the City of Creve Coeur and the District wish to enter into an agreement by which the District and the City agree to cooperate in design, construction, and maintenance of the trail to be developed as part of the Centennial Greenway and 39 North Greenway to be utilized as public hiking, biking, and recreational trail within 39 North District (the "Greenway"); and

WHEREAS, under the agreement the City shall submit an application (the "Application") for receipt of up to \$2,560,000 in federal grant funds (the "Grant Funds") under the Congestion Mitigation and Air Quality (CMAQ) administered by the East-West Gateway Council of Governments (EWG); and

WHEREAS, under the agreement the City would pay the refundable fee for such application in the sum of \$12,800; and

WHEREAS, if the grant is awarded, under the agreement the District would provide the local funds required up to \$640,000; and

WHEREAS, the City will be the owner of the Greenway and shall be responsible for ordinary operations and maintenance of the Greenway, with the exception of any bridge over Highway 67;

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

Section 1.

The agreement between the Metropolitan Park and Recreation District d/b/a The Great Rivers Greenway District, and the City, attached hereto as "Exhibit A," is hereby approved, and the City Administrator is hereby authorized and directed to enter into and execute that Agreement. The agreement as executed shall be consistent with the provisions and intent of this Ordinance with such changes as may be deemed necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this Ordinance, the matters herein authorized, and the rights and duties of the City under the agreement.

BILL NO. 6101

ORDINANCE NO. _____

Section 2.

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

ADOPTED THIS ____ DAY OF _____, 2024.

NICOLE GREER
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2024.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE
CITY CLERK

**COST SHARE AGREEMENT FOR THE
CENTENNIAL GREENWAY**

THIS COST SHARE AGREEMENT (the “**AGREEMENT**”) is made and entered into this ____ day of _____, 2024 by and between the **METROPOLITAN PARK AND RECREATION DISTRICT, d/b/a THE GREAT RIVERS GREENWAY DISTRICT** (hereinafter “**DISTRICT**”) and **CITY OF CREVE COEUR, MISSOURI** (hereinafter the “**CITY**”).

WHEREAS, the **DISTRICT** is engaged in developing and constructing a series of parks, trails and greenways in the City of St. Louis, St. Louis County and St. Charles County, Missouri; and

WHEREAS, the **DISTRICT** and **CITY** agreed to cooperate in design, construction and maintenance of the trail to be developed as part of the Centennial Greenway and 39 North Greenway to be utilized as a public hiking, biking and recreational trail within 39 North District (the “**GREENWAY**”); and

WHEREAS, Section 67.1742(2) RSMo. provides that a metropolitan park and recreation district shall have the power to “Contract with public and private entities or individuals both within and without the state ... in furtherance of any of the purposes of the district;” and

WHEREAS, Ordinance Number **XXXX** authorizes the **CITY** to enter into this **AGREEMENT** with the **DISTRICT**; and

WHEREAS, the **DISTRICT** and the **CITY** wish to enter into this **AGREEMENT** by which the **CITY** shall submit an application (the “**APPLICATION**”) for receipt of up to \$2,560,000 in federal grant funds (the “**GRANT FUNDS**”) under the Congestion

Mitigation and Air Quality (CMAQ) administered by the East-West Gateway Council of Governments (EWG); and

WHEREAS, the **CITY** will be the owner of the **GREENWAY** and shall be responsible for ordinary operations and maintenance of the **GREENWAY**, with the exception of any bridge over Highway 67 during the term of this **AGREEMENT**.

NOW, THEREFORE, in consideration of the foregoing and the following mutual covenants, terms and conditions, the **DISTRICT** and the **CITY** agree as follows:

1. **Representations of the DISTRICT.** The **DISTRICT** represents, warrants and covenants to the **CITY** as follows:
 - a. The **DISTRICT** is a political subdivision duly created and existing under and pursuant to the laws of the State of Missouri.
 - b. The **DISTRICT** has full power and authority to enter into this **AGREEMENT** and to carry out its obligations hereunder, and by proper action has duly authorized the execution and delivery of this **AGREEMENT** by its duly authorized officers.
 - c. Neither the execution and delivery of this **AGREEMENT**, nor the fulfillment of or compliance with the terms and conditions hereof, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the **DISTRICT** is now a party or by which the **DISTRICT** is bound.
2. **Representations of the CITY.** The **CITY** represents, warrants and covenants to the **DISTRICT** as follows:
 - a. The **CITY** is a ~~constitutionally-created~~charter city of the State of Missouri.

- b. The **CITY** has power to enter into this **AGREEMENT** and by proper action has duly authorized the execution and delivery of this **AGREEMENT** by its duly authorized officers.
- a. The execution and delivery of this **AGREEMENT** will not conflict with or constitute a breach of or default under the laws applicable to the **CITY**, its ordinances or any bond, debenture, note or other evidence of indebtedness of the **CITY** or any contract, agreement or lease to which the **CITY** is a party or by which it is bound.

3. **CITY Obligations.**

- b. CITY shall submit the APPLICATION, along with the refundable deposit of \$12,800 (the “**APPLICATION FEE**”), to EWG on or before February 8, 2024 and execute any and all documents and do and perform any and all acts and things necessary or proper to timely submit such APPLICATION in compliance with all applicable laws, statutes, regulations, and ordinances.
- c. In the event the GRANT FUNDS are awarded in connection with the APPLICATION, then CITY shall cooperate with DISTRICT to apply the GRANT FUNDS towards the construction of the TRAIL. However, in the event the APPLICATION is unsuccessful and no GRANT FUNDS are awarded, the EWG shall refund APPLICATION FEE to the CITY.

4. **DISTRICT's Obligations.**

- a. In the event the GRANT FUNDS are awarded in connection with the APPLICATION, then the DISTRICT, subject to approval and appropriation

by the DISTRICT'S Board of Directors, shall be responsible for the balance of costs required for the construction of the TRAIL which are not funded by the GRANT FUNDS. Notwithstanding anything contained in this AGREEMENT to the contrary, it is expressly understood and agreed by the parties that under no circumstances, and in no event, shall the DISTRICT shall pay in excess of Six Hundred Forty Thousand and 00/100 dollars (\$640,000) towards the construction of the TRAIL (the "**DISTRICT CONTRIBUTION**"). In the event that the —construction costs for the completion of the TRAIL exceed the sum of the GRANT FUNDS and the DISTRICT CONTRIBUTION, then the DISTRICT and the CITY shall work together in good faith to consider an amendment to this AGREEMENT pursuant to Section 5.

- b. Notwithstanding anything contained in this AGREEMENT to the contrary, in the event that the APPLICATION is unsuccessful and the GRANT FUNDS are not awarded to either party, then this AGREEMENT shall automatically terminate and be of no further force and effect, except for Section 3(c)4(a) hereof, and the parties shall have no further obligation, liability or debt to each other hereunder

5. **Amendments, Changes and Modifications.** This **AGREEMENT** may be amended, changed, modified, altered or terminated only by written agreement of the **DISTRICT** and the **CITY**.
6. **Notices.** All notices or other communication required or desired to be given hereunder shall be deemed duly given when mailed by first class, registered or certified mail, postage prepaid, addressed as follows:

DISTRICT: Metropolitan Park and Recreation District,
d/b/a The Great Rivers Greenway District
3745 Foundry Way, Suite 253
St. Louis, MO 63110
Attention: Susan Trautman, Chief Executive Officer
Telephone: (314) 436-7009
Fax: (314) 436-8004

With a Copy to: Husch Blackwell LLP
8001 Forsyth Blvd, Suite 1500
St. Louis, MO 63105
Attention: David Richardson
Telephone: (314) 480-1718
Fax: (314) 727-2824

CITY: City of Creve Coeur, Missouri
300 N. New Ballas Road
Creve Coeur, MO 63141
Attention: Mark Perkins, City Administrator
Telephone: 314-872-2511
Fax: 314-872-2538

7. **Assignments.** Neither party may mortgage or otherwise assign its right under this **AGREEMENT** without the written consent of the other.
8. **Waiver.** The failure of one party to require performance of any provision of this **AGREEMENT** shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this **AGREEMENT** constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
9. **Controlling Law/Venue.** This **AGREEMENT** shall be interpreted in accordance with the laws of the State of Missouri. Any action brought hereunder shall be brought in the Circuit Court of St. Louis County, Missouri or in the event of Federal jurisdiction, in the United States District Court, Eastern District of Missouri.

10. **Integration.** This **AGREEMENT** represents the entire integrated agreement between the **DISTRICT** and the **CITY**, and supersedes all prior negotiations, representations or agreements, either written or oral.

11. **No Agency.** Nothing in this AGREEMENT shall be construed to create an agency relationship between **CITY** and **DISTRICT**. **CITY** has no active, implied, or apparent authority, rights, duties, or powers to act for or on behalf of DISTRICT or otherwise bind or commit them to any third party.

[Signature page to follow]

WHEREFORE, the parties have set their hands the day and date first above written.

CITY OF CREVE COEUR, MISSOURI

**METROPOLITAN PARK AND
RECREATION DISTRICT d/b/a THE
GREAT RIVERS GREENWAY
DISTRICT**

By: _____

By: _____

Chief Executive Officer

Approved as to Form:

Husch Blackwell LLP



CITY OF CREVE COEUR

January 3, 2024

To: Mayor and City Council

From: Mark Perkins, City Administrator

Re: Centennial Greenway Grant Application – Cost Share Agreement

As discussed at the December 11 Work Session, the preliminary design of the proposed Centennial Greenway through the City of Creve Coeur is nearing completion by Great Rivers Greenway (GRG) and their engineering consultants, Reitz and Jens

The Centennial Greenway will connect Forest Park to Creve Coeur Lake Park and beyond to St. Charles County and the Katy trail. The Creve Coeur portion will connect at Warson Road to the east and Lindbergh Boulevard to the west.

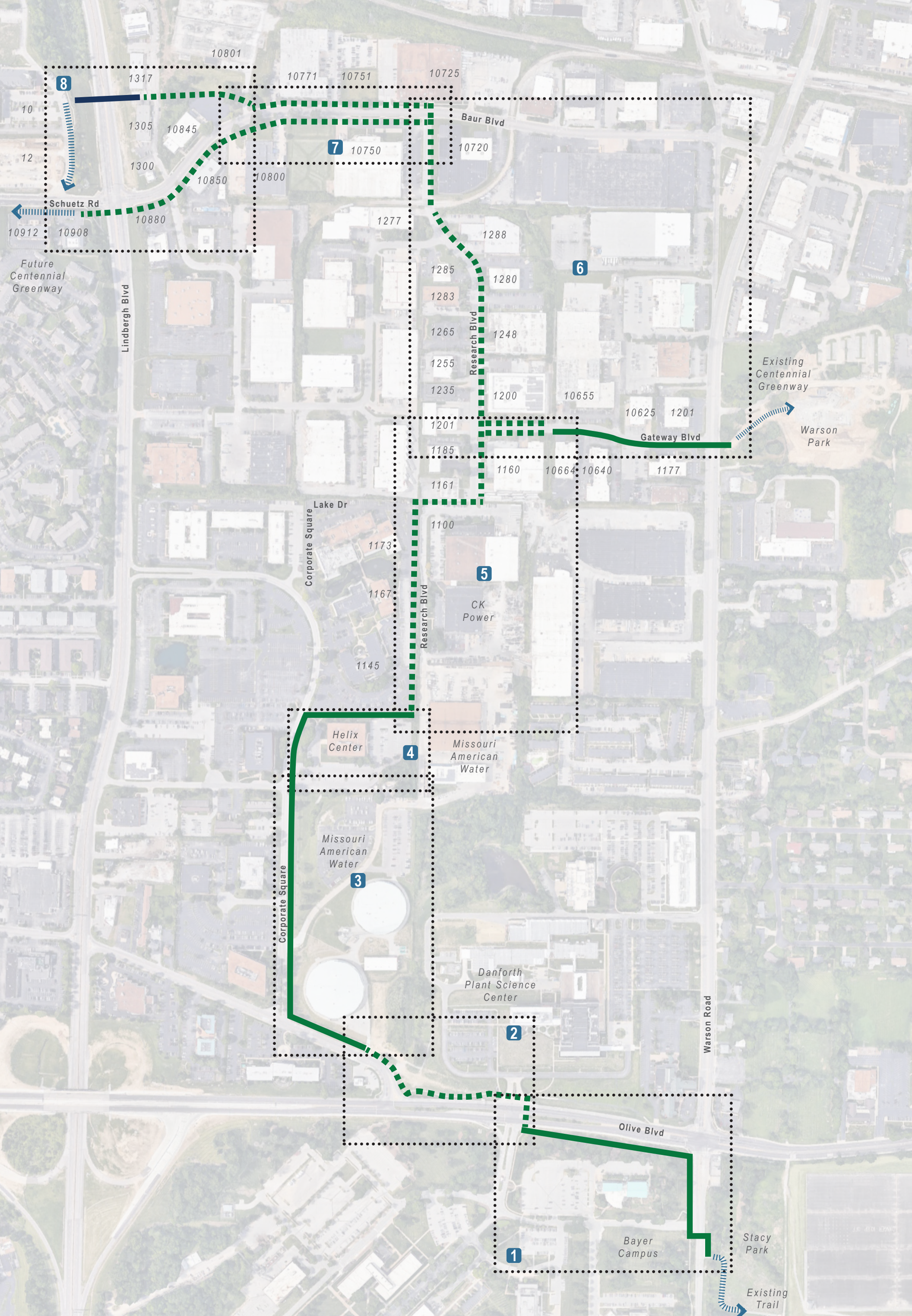
The first phase of the project will connect the existing Greenway in Warson Park in Olivette to a point on Baur Boulevard, Section 6, as shown on the accompanying map. Phases 7 and 8, which will include either a bridge over Lindbergh Boulevard or an at-grade crossing, will be constructed as a future phase once funding is identified.

The estimated cost of this first phase is \$3.2 Million. GRG will provide the 20% grant match of \$640,000. Under the cost share agreement, the City of Creve Coeur will submit an application for a Congestion Mitigation and Air Quality Grant (CMAQ) to cover the remaining 80%. The City will pay the \$12,800 application fee, which is refundable in the event that the application is unsuccessful.

If the application is successful and construction is completed, the City will then accept responsibility for future maintenance and ownership of the greenway, with the exception of a future bridge over Lindbergh Boulevard. While most of the project is located within city or county rights of way, easements will likely be required.

The 39 North Connector is a separate project which we will also be seeking grant funding for, potentially as early as next summer depending upon the grant opportunities available at that time. The Connector will provide an important linkage for businesses within the 39 North Agtech District and also provide a connection for our residents to the Centennial Trail. The 39 North Connector includes Sections 1 through 5 on the attached map.

City Council approval of an ordinance authorizing a cost share agreement for the Centennial Greenway is requested. The CMAQ application is due February 8.



RESOLUTION NO. 1697

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI REPEALING RESOLUTION 1681 AND AUTHORIZING ACCEPTANCE OF THE PROPOSAL OF GORILLA ROOFING AND CONSTRUCTION FOR THE REPLACEMENT OF THE SHINGLED ROOF ON THE SALT DOME LOCATED AT THE MAINTENANCE FACILITY FOR AN AMOUNT OF \$44,432.86 (\$40,432.86 CONTRACT AMOUNT + \$4,000.00 CONTINGENCY)

WHEREAS, it is necessary to repeal Resolution 1681 because the subject bid was withdrawn; and

WHEREAS, the City Council of the City of Creve Coeur recognizes a need to provide dry storage space for road de-icing salt; and

WHEREAS, the roof was damaged by hail during an extreme weather event on July 9, 2021 and is allowing rain to enter the structure; and

WHEREAS, three proposals were received for this project as required by the City of Creve Coeur Code of Ordinances; and

WHEREAS, this City Council has determined that the City should proceed with the award of the roof replacement project to Gorilla Roofing and Construction;

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

Section 1: Resolution 1681 is hereby repealed and the proposal of **Gorilla Roofing and Construction** for the replacement of the shingled roof on the salt dome located on the Maintenance Facility property at 996 East Rue de la Banque is hereby accepted in the sum of \$44,432.86 including contingency. 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 8TH DAY OF JANUARY, 2024.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE
CITY CLERK



Gorilla Roofing and Construction
15510 Olive Blvd
Chesterfield, MO 63017
(636) 295-1212
www.gorillaroofing.com

Service Agreement

OWNER(S)**CONTACT INFO**

Home Phone (314) 960-1899

Cell Phone

Email mfogg928@gmail.com

DATE

12/21/2023

ADDRESS

996 E Rue De La Banque Saint Louis, MO 63141

REFERENCE

Creve Couer Public Works Salt Dome

COMPANY REPRESENTATIVE

Benjamin Ezell

Phone

Email

OUR MISSION

"Whatever you do, do it well. Do it so well that when people see you do it, they will want to come back and see you do it again, and they will want to bring others and show them how well you do what you do."

-Walt Disney

At Gorilla Roofing and Construction mission is to provide you with incredible craftsmanship and quality materials so that your house can also be your home. Our customers never settle, so neither do we.

WORK DESCRIPTION AND SPECIFICATIONS:



1. Erect equipment as needed to access work areas safely.
2. Remove existing roof and fixtures as needed.
3. Check all wood and underlayment, repair as needed. repairs are priced at \$70 per sheet paid when incurred. this project includes 5 sheets
4. Install new roof and accompanying accessories:
5. Ice and water shield on the eaves above the transition to concrete foundation, transition for dormers, wall transitions, and low pitch areas at the top of the dome.
6. install roof runner brand synthetic felt on the remainder of the roof deck
7. install certaineed architectural shingles and hand seal all shingles using karnak 19 plastic roofing cement **note: cold weather installs will not lay flat until the spring when warm wether persists and the shingles are able to relax. this will not affect the performance of the shingle due to hand sealing**
8. install cap shingles along all hip transtitions
9. install 750 style roof vents near the top of the dome (14 vents)
10. All equipment and work-related debris will be removed upon completion.

PAYMENT SCHEDULE

30% due at signing as a deposit, 30% due when work is commenced, and the remainder upon substantial completion of project. For punch lists or required inspections, 10% may be held back until the project passes inspection. Initial payment must be recieved before installation can be scheduled.

WARRANTY

We believe in our people and in the materials we work with, and guarantee both the labor and materials to give you peace of mind. Your coverage includes:

Roof System: Lifetime Warranty (50 Year SureStart coverage from CertainTeed)

Workmanship: 7 years

We are committed to providing you with expert workmanship using quality materials from our suppliers.

Your complete satisfaction is our goal. Please let us know if there is anything in our work that we can improve for you.



ESTIMATE

Gorilla Roofing and Construction
41 Hampel Rd
Moscow Mills, MO 63362
(636) 295-1212

Sales Representative
Benjamin Ezell
(636) 675-6777
ben@gorillaroofing.com



Creve Couer Public Works
Job #1990 - Creve Couer Public Works Salt Dome
996 E Rue De La Banque
Saint Louis, MO 63141
PO- Ref-

Estimate #	1919
Date	9/6/2023

Item	Description	Unit of Measure	Qty
Roof			
Tear off	Tear off haul away and dispose of existing	Sqft	5,660.00
Roof Runner	CertainTeed synthetic felt	SQ	63.00
CertainTeed Landmark AR	Lifetime Architectural Shingle	SQ	68.00
drip edge	Install around perimeter of roof	LF	212.00
CertainTeed Winter Guard	ice and water barrier for eaves and valleys	SQ	8.00
R&R Labor per SQ of shingles	R&R Labor per SQ of shingles	SQ	62.26
Swift Start	CertainTeed starter shingle for landmark architectural shingles	LF	211.20
CertainTeed Shadow Ridge	hip and ridge cap shingles	LF	1,004.30
step flashing	flashing that runs from the roof to the wall on a pitch	Items	10.00
Box of 1 1/4 nails	Install 20 sq. of shingles	Box	3.00
Box of staples	secure underlayment	Box	6.00
750 Turtle Vent		Items	20.00
steep charge 12/12		SQ	50.00
Ground drop per SQ	Martial needs to loaded on roof by hand	Items	50.00
dump trailer load	7 x 14 trailer	EA	2.00
7/16 OSB	4x8 sheet of 7/16 OSB plywood	EA	10.00
	This will be charged at market price day of install		



1. tear off roof down to the decking. inspect and replace plywood as needed (\$70/sheet)
 2. install underlayment and applicable perimeter attachments
 3. replace all flashings and vents
 4. install new shingles.
 5. clean area to prestart condition
- 7 YEAR WORKMANSHIP GUARANTEE

Sub Total	\$40,304.86
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When Paying by Cash or Check

Total	\$40,304.86
--------------	-------------

When Paying by Credit/Debit Card

Convenience Fee	\$1,205.41
------------------------	------------

Balance Due*	\$41,510.27
---------------------	-------------

*Credit/Debit card payments include a convenience fee of 2.99%+29¢ per transaction.

SPECIAL INSTRUCTIONS

Estimate is for the above address only and for the above items only. all additional repairs will be performed on a time and material basis. any changes to the scope of work not pertaining to decking resulting in an invoice amount in excess of 10% of the contract price will be written on a separate agreement to be approved by the property owner or authorized agent. customer is responsible for building materials once delivered to the job site. terms for payment are net 15 from invoice date, a late charge of 1.5% per month will be applied after 15 days from the invoice date. this agreement is subject to all the rules in the jurisdiction of its execution.



Benjamin Ezell

Benjamin Ezell

0bbaac87-03f6-4aa9-b1b1-d8b...

12/21/2023

X _____ / / _____

Print _____

X _____ / / _____

Print _____

TERMS & CONDITIONS

Binding Contract: This Estimate is valid for 30 days. During said 30 days the Estimate is subject to change or revocation by Contractor without notice. Except to the extent Contractor exercises its right to change and/or revoke the Estimate, the Estimate shall constitute a binding agreement "Agreement" upon acceptance by Owner(s). The date of such Agreement shall be the date of Owner(s)' acceptance.

Contractor: Shall mean Gorilla Roofing and Construction.

Contract Price: Shall mean the Estimate Price as adjusted by the net of any written change orders.

Payment of Funds and Deposits: Except as otherwise agreed between Owner(s) and Contractor, Owner(s) agrees to pay Contractor the Contract Price in cash, check, or credit card equivalents, according to the following schedule: 1/3 of the Contract Price plus the cost of any special order materials one (1) week prior to commencement of work; 1/3 of the Contract Price on the first day of work; and the balance of the Contract Price upon completion. Commercial work that requires an inspection from the manufacturer, the Owner(s) can retain 10% of the final invoice until inspection has been completed.

Late Payment / Service Charge: Any funds owed greater than 30 days from completion of Work are subject to a service charge of 1.5% per month on the unpaid balance.

Defects: Owner understands that there may be existing defects which may not be discoverable until work has commenced. Unless specifically included in the work description and specifications, the cost for labor and materials to repair such defects is not included in the Contract Price. Owner(s) and Contractor agree that the cost for labor and materials to repair such defects will be estimated in writing as needed at the time of discovery and, upon written acceptance, the cost for same will be in added to the Contract Price.

Changes in Agreement: This Agreement, the work description and specifications, and the Contract Price shall not be modified except by written change order. A change order may be formalized by email correspondence between Contractor and Owner(s).

Contractor Responsibilities: Contractor agrees to perform the work description and specifications as outlined in the Estimate and any agreed written changes incorporated into this Agreement.

Work Schedule: All specifications for the work (shingle style & color, aluminum color, etc.) must be finalized prior to obtaining a final schedule date. Contractor agrees to perform the Work in a good and workmanlike manner with reasonable dispatch in accordance with the specifications contained herein. The Contractor is responsible for establishing scheduling and sequencing of the work to be performed. Reasonable delays include, but are not limited to, weather, non-delivery, discontinuance, default in shipment by a supplier in whole or in part, loss in transit, labor strikes, labor shortages, lockouts or other causes beyond Contractor's control.

Materials: Except as otherwise set forth in a writing between Owner(s) and Contractor, Contractor will provide necessary materials to complete the work per the work description and specifications. Contractor shall not be responsible for an exact match of any materials, including but not limited to, roofing, siding, metal work, and shingle shading. Owner understands and acknowledges that unless otherwise agreed to in writing, all materials provided by Contractor are the property of Contractor and any unused materials as of the completion of the work will be retained by Contractor and removed from Owner(s) property.

Safety: In order to comply with OSHA regulations regarding mandatory fall protection & safety procedures, safety equipment may be installed prior to work beginning and removed upon project completion. If powerlines are too close to the work area Contractor will contact the power company to, at the power company's discretion, either have the power lines covered with protective equipment or shut off while Contractor is performing work. Any costs and fees associated with power company's services shall be the responsibility of Owner(s). Contractor will endeavor to minimize any charges or inconveniences. Our main concern is the safety of our employees and we will take all/any precautions deemed necessary.

Owner Responsibilities: Owner(s) warrants to Contractor that he/she/they is the legal owner of the property. Owner(s) agrees to provide to Contractor electric power and water for construction purposes at no charge to Contractor. Owner(s) shall make himself/herself available during work for clarification



of specifications, approval of additional work and to provide adequate access to the property as may be required. Owner(s) acknowledges that the removal of permanently attached building materials often disturbs and vibrates the existing property. The noise, debris, and vibration generated from the work may cause inconvenience to Owner(s) and changes to Owner(s) property including but not limited to: interior wall cracks, flaking of wall paint, debris falling into attic, dust, disturbance to shrubbery and lawns, small divots or ruts in yard from equipment such as Equipter, small divots in the driveway from equipment such as roll-off containers and dump truck. As a precaution, Owner(s) shall remove from walls or ceilings items such as, but not limited to, chandeliers, paintings, pictures and any breakables. Owner(s) shall remove or move at least 10' away from work area any outdoor furniture, grills, planters, etc. Contractor shall not be responsible for any of the aforementioned property damage or for any inconvenience experienced by Owner(s) as a normal consequence of the work.

Building Permits: If permit is required, this will be the Contractors responsibility to obtain from your borough or township. If you are located in the City of Pittsburgh, all work performed requires a building permit.

Contractor Workmanship Warranty: Contractor warrants its workmanship against defects in the workmanship only for the period set forth in this Agreement from the date of completion of the work. However, said warranty shall be null and void under the following circumstances: (1) if Owner(s) fails to pay any sum owed to Contractor under this Agreement and any applicable change orders; (2) if Owner(s) fails to provide written notice to Contractor within ten (10) days of discovering any defect in Contractor's workmanship; (3) if Owner(s) permits any third party to alter or repair any of the work performed by Contractor in any way; (4) if defect is the result of Owner(s) failure to properly maintain and clean gutters at least twice per year; or (5) if defect is the result of Owner(s) failure to provide normal and routine care and maintenance as to the work. ***Contractor does not warrant the labor of items such as caulking materials, sealant, reflective coatings, painted surfaces, or metal materials.***

Material Warranty: Contractor does not warrant the materials used to complete the Work. Material warranty shall be limited to manufacturer's warranty of materials according to the terms and conditions of said manufacturer warranty. In addition, Contractor does not warrant the material of items such as, but not limited to, caulking materials, sealant, reflective coatings, painted surfaces, metal materials, or the possible failure of these items.

Limitation of Liability: Owner(s) acknowledges that at no time shall Contractor's liability exceed the total amount charged for the work performed under this Agreement. Contractor shall not be liable for any defects which are characteristic to the particular materials such as cracks, splits, and shrinkage or warping of wood or lumber, etc.

Owner Insurance: Owner(s) agrees to carry homeowner's insurance covering fire, theft, storm, and damage to the property including, but not limited to, landscaping, trees, shrubs, driveways and walkways in sufficient amounts to cover the work and materials under construction by the Contractor and agrees to compensate the Contractor for losses sustained by these conditions. Contractor shall, in amounts and with carriers subject to Contractor's sole discretion, provide workers' compensation and liability coverage for the Work.

Contractor Insurance: Contractor agrees to maintain liability insurance covering personal injury in an amount not less than \$1,000,000 and insurance covering property damage caused by its work in an amount not less than \$1,000,000.

Escalation clause for Specified Building Materials: The contract price for this project has been calculated based on the current prices for the component building materials. However, the market for the building materials is considered to be volatile, and sudden price increases could occur. Contractor will use our best efforts to obtain the lowest possible prices from available building material suppliers. In the event there should be an increase in the prices of the building materials that are purchased after execution of the contract, the Owner agrees to pay the cost increase. Contractor will notify the Owner of any material increases before a purchase is made. Any change order will be made in writing.

Service Calls: Service calls requested by the Owner shall be included in the written workmanship warranty only if the call for service is a warranted service call. On service calls where it is deemed by the Contractor to be a non-warranted item, the Owner will be charged for the service call or Work performed at Contractor's established rate of \$90 per man per hour

Cancellation: The Owner(s) may cancel this transaction at any time prior to midnight of the third business day after the date of this acceptance. See the included Notice of Cancellation form for an explanation of this right.

Gorilla Roofing and Construction
15510 Olive Blvd
Chesterfield, MO 63017
(636) 295-1212

DEPARTMENT OF PUBLIC WORKS OFFICE MEMO

DATE: December 21, 2023

TO: Mark Perkins, City Administrator

FROM: Jim Heines, Director of Public Works

SUBJECT: Repeal of Resolution 1681 and Award of a Contract for the Roof Replacement on the Salt Dome at the Maintenance Facility Property.

Background

On October 9, 2023 city Council approved Resolution 1681 to approve an agreement with the low bidder, Total Roofing St. Louis to replace the shingled roof on the salt dome for an amount of \$33,600.00 (\$30,600.00 contract amount + \$3,000.00 contingency).

Public Works staff recently received a letter from Mike Augustine, the owner of Total Roofing St. Louis requesting to be released from the agreement due to an error on their proposal (attached). He said, when drafting the proposal his son used standard labor rates for a walkable roof and did not include the cost for platform lifts and additional time to replace the roof. The higher labor rate is due to the steep pitch and height of the dome roof. He added that Total Roofing St. Louis will not be able honor the proposed price to tear off and install new shingles on the salt dome.

Total Roofing St. Louis provided an updated price for the work (\$47,160.00) which included the higher labor rates and cost for platform lifts (attached). Unfortunately, the revised proposal was a higher cost than Gorilla Roofing and Construction's (bidder #2) proposed cost of \$40,304.86 (attached). Gorilla Roofing and Construction has agreed to honor their price for the tear off and replacement of the shingled roof on the salt dome.

Recommendation

Public Works staff recommends repealing Resolution 1681 to approve an agreement with Total Roofing St. Louis for the replacement of the salt dome roof for an amount of \$33,600.00 (30,600.00 contract price + \$3,000.00 contingency).

Staff also recommends the approval of an agreement with Gorilla Roofing and Construction with offices at 41 Hampel Rd., Moscow Mills, MO 63362 for the tear off of the old shingles on the salt dome and installation of a new roof for an amount of \$40,304.86.

Attachments: Release Request Letter
Revised Total Roofing St. Louis Proposal
Gorilla Roofing and Construction Proposal



12747 OLIVE BLVD

SUITE 300

ST. LOUIS, MO 63141

ROOF CERTIFICATION

996 East Rue De La Banque

St. Louis, MO 63141

IL License # 104.018660

To whom it may concern:

We are requesting to be released from the initial contract we agreed upon for the salt dome roof replacement. There was a mistake during the job cost calculation that was going to cost our company money. Unfortunately, we cannot perform the work for that price. We would obviously be happy to rebid. We have everything detailed and ready now, but at this time we are requesting to be released from the initial agreement.

If any further assistance is needed with repairs or replacement estimates, please contact Mike Augustine Jr at 618.719.6767

Thank you,

Mike Augustine Jr

Owner

Total Roofing St. Louis

618.719.6767

314.710.3677



Total Roofing St. Louis
 Corporate Headquarters
 12747 Olive Boulevard Suite 300
 St. Louis, MO 63141
 618-719-6767
<https://totalroofingstl.com/>

Regional Branch
 12747 Olive Boulevard, Suite 300
 St. Louis, MO 63141
 Ph: 618-719-6767
 Fax: None

Customer
Heines, Jim 996 East Rue De La Banque St. Louis, MO 63141 3142742100 jheines@crevecoeurmo.gov

Company Representative
Mike Augustine Jr (618) 719-6767 mike.a@totalroofingstl.com

Description	Quantity	Price
ROOFING		
Shingles Lifetime Owens Corning Duration Tru-Def Brownwood - Roof Replacement - - Protect property - Tarps laid around entire building - Remove existing roof to decking - Replace any rotted wood at \$125/sheet - \$15/LF of any 2x or 1x - Install new synthetic felt - Install drip edge around perimeter (required by local building codes) -- - Install new starter strip on perimeter of roof (required by local building codes and MFG install guidelines) - Install new OC Duration shingles -- - Install new vents -- 21 - Install new ridge cap shingles on all ridges - Install new self adhering low slope materials - Haul off all debris and full clean of property when done	72.00 SQ	\$47,160.00
Subtotal		\$47,160.00
Total		\$47,160.00

Grand Total: \$47,160.00

PAYMENT SCHEDULE

First Payment (Due upon Material Delivery)	15000.00
Final Payment (Due upon Completion of Job)	32160.00

Company Authorized Signature

Date

Customer Signature

Date

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AUTHORIZING EXECUTION OF AN AGREEMENT WITH TRUCK CENTERS INC. FOR THE PURCHASE OF A 2025 FREIGHTLINER 108SD PLUS DIESEL POWERED TWO-TON DUMP TRUCK WITH A CENTRAL HYDRAULIC SYSTEM, A NEW 10-FOOT VIKING SNOW PLOW AND THE INSTALLATION OF A CITY OWNED STAINLESS-STEEL SALT SPREADER WITH CALCIUM CHLORIDE SADDLE TANKS AND FOR AN AMOUNT OF \$171,429.00

WHEREAS, the City Council of the City of Creve Coeur recognizes a need to provide quality equipment to city employees; and

WHEREAS, the purchase of a new 2025 Freightliner 108SD Plus dump truck with a central hydraulic system, a new 10 ft. Viking snowplow and installation of a city owned stainless-steel salt spreader is necessary to provide valuable city services; and

WHEREAS, the city will be taking advantage of lower prices by purchasing the truck through the Missouri Cooperative Bid Program; and

WHEREAS, these goods have been competitively bid as required by the City of Creve Coeur Code of Ordinances.

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

Section 1: The proposal of **Truck Centers Inc.** for the purchase of a new 2025 Freightliner 108SD Plus dump truck with a central hydraulic system, a new 10 ft. Viking snowplow and installation of a city owned stainless-steel salt spreader for \$171,429.00 is hereby accepted. The proposal as executed shall be consistent with the provisions and intent of this Resolution with such changes as may be deemed necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the agreement.

Adopted this 8th day of January, 2024.

Dr. Robert Hoffman
Mayor

Attest:

Kellie Henke
City Clerk

Prepared for:
Ryan Reed
MISSOURI DOT
830 MoDOT Drive
605CO23002393
JEFFERSON CITY, MO 65109
Phone: (573) 751-3685

Prepared by:
Matt Pace
TRUCK CENTERS, INC.
2280 FORMOSA RD.
TROY, IL 62294
Phone: 618-667-3454

A proposal for
MISSOURI DOT

Prepared by
TRUCK CENTERS, INC.
Matt Pace

Dec 04, 2023

Freightliner 108SD Plus



Components shown may not reflect all spec'd options and are not to scale

Application Version 11.9.305
Data Version PRL-28D.022
CREVE COEUR MY25 108SD PLUS
33K DUMP SPEC



12/04/2023 12:56 PM

Page 1 of 22

Prepared for:
 Ryan Reed
 MISSOURI DOT
 830 MoDOT Drive
 605CO23002393
 JEFFERSON CITY, MO 65109
 Phone: (573) 751-3685

Prepared by:
 Matt Pace
 TRUCK CENTERS, INC.
 2280 FORMOSA RD.
 TROY, IL 62294
 Phone: 618-667-3454

Q U O T A T I O N

108SD PLUS CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK
 CUM L9 330 HP @ 2200 RPM; 2200 GOV RPM, 1000 LB-
 FT @ 1200 RPM
 ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH
 PTO PROVISION
 MS-21-14X 21,000# R-SERIES SINGLE REAR AXLE
 23,000# FLAT LEAF SPRING REAR SUSPENSION WITH
 HELPER AND RADIUS ROD
 DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP
 SINGLE FRONT AXLE
 13,300# TAPERLEAF FRONT SUSPENSION

108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL
 CAB
 3825MM (151 INCH) WHEELBASE
 NO FIFTH WHEEL
 7/16X3-9/16X11-1/8 INCH STEEL FRAME
 (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI
 1650MM (65 INCH) REAR FRAME OVERHANG
 1/4 INCH (6.35MM) C-CHANNEL INNER FRAME
 REINFORCEMENT
 TEM TO EVALUATE AND INSTALL FRAME RAIL
 REINFORCEMENT AS NEEDED FOR FRONT
 FRAME MOUNTED EQUIPMENT

			PER UNIT		TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	\$	97,032	\$	97,032
EXTENDED WARRANTY		\$	1,202	\$	1,202
DEALER INSTALLED OPTIONS		\$	73,195	\$	73,195
CUSTOMER PRICE BEFORE TAX		\$	171,429	\$	171,429

TAXES AND FEES

TAXES AND FEES	\$	0	\$	0
OTHER CHARGES	\$	0	\$	0

TRADE-IN

TRADE-IN ALLOWANCE	\$	(0)	\$	(0)
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BALANCE DUE	(LOCAL CURRENCY)	\$	171,429	\$	171,429
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COMMENTS:

Projected delivery on ____ / ____ / ____ provided the order is received before ____ / ____ / ____.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X_____ Date: ____ / ____ / ____.

PRICE MAY CHANGE DEPENDING ON MANUFACTURER SURCHARGES AND MODEL YEAR

DEPENDING ON FACTORY BUILD SLOTS AND PARTS RESTRAINTS THERE IS NO GUARANTEE ON BUILD DATE

Application Version 11.9.305
 Data Version PRL-28D.022
 CREVE COEUR MY25 108SD PLUS
 33K DUMP SPEC



12/04/2023 12:56 PM

Page 2 of 22

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S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear	Retail Price
Price Level				
PRL-28D	SD PRL-28D (EFF:MY25 ORDERS)			STD
Data Version				
DRL-022	SPECPRO21 DATA RELEASE VER 022			N/C
Vehicle Configuration				
001-176	108SD PLUS CONVENTIONAL CHASSIS	6,829	3,748	\$133,998.00
004-225	2025 MODEL YEAR SPECIFIED			STD
002-004	SET BACK AXLE - TRUCK			STD
019-006	TRAILER TOWING PROVISION AT END OF FRAME WITH SAE J560	10	10	\$1,025.00
003-001	LH PRIMARY STEERING LOCATION			STD
General Service				
AA1-003	TRUCK/TRAILER CONFIGURATION			N/C
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)			N/C
99D-027	EPA EMISSIONS CERTIFICATION FOR REGISTRATION OUTSIDE CARB STATES - EPA CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD OF DRIVER DOOR)			N/C
AF2-998	NO STATE/PROVINCE INITIAL REGISTRATION SELECTED			N/C
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE			N/C
A84-1GM	GOVERNMENT BUSINESS SEGMENT			N/C
AA4-010	DIRT/SAND/ROCK COMMODITY			N/C
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS			STD
AB1-008	MAXIMUM 8% EXPECTED GRADE			STD
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE			STD
995-1A0	FREIGHTLINER SD VOCATIONAL WARRANTY			STD
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 12000.0 lbs			

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12/04/2023 12:56 PM

Page 4 of 22

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Data Code	Description	Weight Front	Weight Rear	Retail Price
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 21000.0 lbs			
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 33000.0 lbs			
A70-99D	EXPECTED GROSS COMBINATION WEIGHT : 40000.0 lbs			
Truck Service				
AA3-018	FRONT PLOW/END DUMP BODY			N/C
AF3-2B1	VIKING-CIVES MIDWEST			N/C
Engine				
101-3BP	CUM L9 330 HP @ 2200 RPM; 2200 GOV RPM, 1000 LB-FT @ 1200 RPM			\$3,051.00
Electronic Parameters				
79A-068	68 MPH ROAD SPEED LIMIT			N/C
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT			N/C
79K-012	PTO MODE ENGINE RPM LIMIT - 1500 RPM			N/C
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM			N/C
79Q-002	PTO RPM WITH CRUISE RESUME SWITCH - 700 RPM			N/C
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND			N/C
79V-001	FUEL DOSING OF AFTERTREATMENT ENABLED IN PTO MODE-CLEANS HYDROCARBONS AT HIGH TEMPERATURES ONLY			N/C
79W-024	CRUISE CONTROL BUTTON PTO CONTROL			N/C
80G-002	PTO MINIMUM RPM - 700			N/C
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH			N/C
80S-003	PTO 1, DASH SWITCH, ENGAGE BEFORE DRIVING			N/C
80V-001	ENGINE MOUNT PTO, DASH SWITCH ENGAGES PTO MODE, STATIONARY OPERATION			N/C
Engine Equipment				
99C-024	EPA 2010/GHG 2024 CONFIGURATION			STD
13E-001	STANDARD OIL PAN			STD
105-001	ENGINE MOUNTED OIL CHECK AND FILL			STD
014-108	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER WITH SAFETY ELEMENT AND INSIDE/OUTSIDE AIR WITH SNOW DOOR	10		\$562.00

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124-1E1	DR 12V 200 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE			\$143.00
292-235	(2) DTNA GENUINE, FLOODED STARTING, MIN 2000CCA, 370RC, THREADED STUD BATTERIES			STD
290-017	BATTERY BOX FRAME MOUNTED			STD
281-001	STANDARD BATTERY JUMPERS			STD
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB			\$18.00
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN			STD
289-001	NON-POLISHED BATTERY BOX COVER			STD
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2		\$88.00
306-015	PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS			STD
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE			STD
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM			STD
128-076	CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF	20		STD
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25	\$816.00
28F-014	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER			STD
239-026	10 FOOT 06 INCH (126 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT			(\$3.00)
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP			N/C
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK	-35	-10	N/C
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL			(\$17.00)
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING			STD
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION			STD
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP			STD
242-011	ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD(S)			N/C
273-058	AIR POWERED ON/OFF ENGINE FAN CLUTCH			STD

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12/04/2023 12:56 PM

Page 6 of 22

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Data Code	Description	Weight Front	Weight Rear	Retail Price
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED			STD
110-003	CUMMINS SPIN ON FUEL FILTER			STD
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER			STD
266-104	1115 SQUARE INCH ALUMINUM RADIATOR			STD
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT			STD
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT			STD
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES			STD
270-016	RADIATOR DRAIN VALVE			STD
360-013	1350 ADAPTER FLANGE FOR FRONT PTO PROVISION	20		\$487.00
138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4		\$92.00
140-053	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR			N/C
132-004	ELECTRIC GRID AIR INTAKE WARMER			STD
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH			STD

Transmission

342-584	ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION			(\$75.00)
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Transmission Equipment

343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV			STD
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES			N/C
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			STD
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			STD
84E-017	S5 PERFORMANCE LIMITING PRIMARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			N/C
84F-016	S5 PERFORMANCE LIMITING SECONDARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			N/C



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Data Code	Description	Weight Front	Weight Rear	Retail Price
84G-013	2100 RPM PRIMARY MODE SHIFT SPEED			N/C
84H-014	2200 RPM SECONDARY MODE SHIFT SPEED			N/C
84K-002	2ND GEAR ENGINE BRAKE ALTERNATE PRESELECT WITH MODERATE DOWNSHIFT STRATEGY			STD
84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED			STD
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES			STD
353-076	QUICKFIT BODY LIGHTING CONNECTOR AT END OF FRAME, WITH BLUNTCUTS			\$200.00
34C-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR			\$125.00
362-823	CUSTOMER INSTALLED CHELSEA 280 SERIES PTO			N/C
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON			N/C
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN			STD
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED			\$254.00
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013			STD
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK			STD
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK			STD
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)			STD

Front Axle and Equipment

400-1A6	DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE			STD
402-020	MERITOR 15X4 Q+ CAM FRONT BRAKES			STD
403-002	NON-ASBESTOS FRONT BRAKE LINING			STD
419-023	CONMET CAST IRON FRONT BRAKE DRUMS			(\$12.00)
427-001	FRONT BRAKE DUST SHIELDS	5		\$47.00
409-006	FRONT OIL SEALS			STD
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL			STD
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES			STD
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS			STD
406-001	STANDARD KING PIN BUSHINGS			STD

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Data Code	Description	Weight Front	Weight Rear	Retail Price
536-050	TRW THP-60 POWER STEERING			STD
539-003	POWER STEERING PUMP			STD
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR			STD
40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE			\$17.00
Front Suspension				
620-1D8	13,300# TAPERLEAF FRONT SUSPENSION	75		\$386.00
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION			STD
410-001	FRONT SHOCK ABSORBERS			STD
Rear Axle and Equipment				
420-1N0	MS-21-14X 21,000# R-SERIES SINGLE REAR AXLE		10	\$268.00
421-614	6.14 REAR AXLE RATIO			N/C
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING			STD
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES			STD
452-001	DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE		20	\$734.00
878-018	(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE			N/C
87B-015	INDICATOR LIGHT FOR EACH DIFFERENTIAL LOCKOUT SWITCH, ENGAGE <5 MPH, DISENGAGE >25 MPH			N/C
423-033	MERITOR 16.5X7 Q+ CAST SPIDER HEAVY DUTY CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES			\$140.00
433-002	NON-ASBESTOS REAR BRAKE LINING			STD
434-011	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)			N/C
451-023	CONMET CAST IRON REAR BRAKE DRUMS			\$43.00
425-002	REAR BRAKE DUST SHIELDS		5	\$65.00
440-006	REAR OIL SEALS			STD
426-100	WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS			STD
428-002	MERITOR AUTOMATIC REAR SLACK ADJUSTERS			STD
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE			STD
42T-001	STANDARD REAR AXLE BREATHER(S)			STD



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Rear Suspension				
622-003	23,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD		50	\$347.00
621-001	SPRING SUSPENSION - NO AXLE SPACERS			STD
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP			STD
623-005	FORE/AFT CONTROL RODS			STD
Pusher / Tag Equipment				
429-998	NO PUSHER/TAG BRAKE DUST SHIELDS			STD
Brake System				
490-1AU	WABCO 4S/4M ABS WITH TRACTION CONTROL WITH ATC SHUT OFF SWITCH			\$232.00
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES			STD
904-001	FIBER BRAID PARKING BRAKE HOSE			STD
412-001	STANDARD BRAKE SYSTEM VALVES			STD
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM			STD
413-002	STD U.S. FRONT BRAKE VALVE			STD
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE			STD
480-086	BW AD-9SI BRAKE LINE AIR DRYER WITH HEATER			\$2.00
479-003	AIR DRYER MOUNTED INBOARD ON LH RAIL			N/C
460-001	STEEL AIR BRAKE RESERVOIRS			STD
477-036	PULL CABLES ON ALL AIR RESERVOIRS WITH KEY RING TYPE ATTACHMENT			\$3.00
Trailer Connections				
481-998	NO TRAILER AIR HOSE			STD
476-998	NO AIR HOSE HANGER			STD
914-001	AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK AND NO DUST COVERS			N/C
919-059	(1) ADDITIONAL SWITCH FOR ELEC/AIR SOLENOID W/STATE RETENTION PLUMBED TO END OF FRAME			\$144.00
296-025	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR COMBINATION STOP/TURN, CENTER PIN ABS			\$15.00
303-025	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME			N/C
310-998	NO TRAILER ELECTRICAL CABLE			STD

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Data Code	Description	Weight Front	Weight Rear	Retail Price
Wheelbase & Frame				
545-382	3825MM (151 INCH) WHEELBASE			N/C
546-102	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	110	170	\$588.00
547-001	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT	140	340	\$1,000.00
548-803	TEM TO EVALUATE AND INSTALL FRAME RAIL REINFORCEMENT AS NEEDED FOR FRONT FRAME MOUNTED EQUIPMENT			N/C
552-032	1650MM (65 INCH) REAR FRAME OVERHANG			N/C
55W-006	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH			N/C
549-002	24 INCH INTEGRAL FRONT FRAME EXTENSION	140	-20	\$4.00
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 85.04 in			
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 82.04 in			
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 276.99 in			
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 48.36 in			N/C
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 52.42 in			N/C
553-001	SQUARE END OF FRAME			STD
550-001	FRONT CLOSING CROSSMEMBER			STD
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER			STD
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)			STD
572-001	STANDARD REARMOST CROSSMEMBER			STD
565-001	STANDARD SUSPENSION CROSSMEMBER			STD
Chassis Equipment				
556-997	OMIT FRONT BUMPER, CUSTOMER INSTALLED SPECIAL BUMPER, DOES NOT COMPLY WITH FMCSR 393.203	-110		(\$488.00)
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15		\$80.00
585-998	NO MUDFLAP BRACKETS			STD
590-998	NO REAR MUDFLAPS			STD
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS			STD
44Z-002	EXTERIOR HARNESES WRAPPED IN ABRASION TAPE			STD
607-001	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD			\$218.00
Fifth Wheel				

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578-998	NO FIFTH WHEEL			STD
Fuel Tanks				
204-215	50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH	-10		\$30.00
218-005	RECTANGULAR FUEL TANK(S)			N/C
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS			STD
212-007	FUEL TANK(S) FORWARD			STD
664-001	PLAIN STEP FINISH			STD
205-001	FUEL TANK CAP(S)			STD
122-1J1	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR, HAND PRIMER AND 12 VOLT PREHEATER"	-5		\$51.00
216-020	EQUIFLO INBOARD FUEL SYSTEM			STD
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE			STD
Tires				
093-1YU	CONTINENTAL HAU 3 WT 315/80R22.5 20 PLY RADIAL FRONT TIRES	100		\$482.00
094-12P	CONTINENTAL HDR2+ 11R22.5 14 PLY RADIAL REAR TIRES		92	(\$412.00)
Hubs				
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS			STD
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS			STD
Wheels				
502-579	MAXION WHEELS 10041 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS	66		\$204.00
505-545	MAXION WHEELS 90260 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS		80	(\$32.00)
496-011	FRONT WHEEL MOUNTING NUTS			STD
497-011	REAR WHEEL MOUNTING NUTS			STD
498-011	NYLON WHEEL GUARDS FRONT AND REAR ALL INTERFACES			\$32.00
Cab Exterior				
829-1A5	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB			STD
650-008	AIR CAB MOUNTING			STD

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Data Code	Description	Weight Front	Weight Rear	Retail Price
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE			STD
667-037	SHORT FENDER WITH MUDFLAP			\$141.00
754-017	BOLT-ON MOLDED FLEXIBLE FENDER EXTENSIONS	10		\$115.00
678-001	LH AND RH GRAB HANDLES			STD
646-041	STATIONARY BLACK GRILLE			STD
65X-004	BLACK HOOD MOUNTED AIR INTAKE GRILLE			STD
644-004	FIBERGLASS HOOD			STD
690-002	TUNNEL/FIREWALL LINER			STD
727-1AH	SINGLE 14 INCH ROUND POLISHED AIR HORN ROOF MOUNTED			STD
726-001	SINGLE ELECTRIC HORN			STD
728-001	SINGLE HORN SHIELD			STD
312-068	HALOGEN COMPOSITE HEADLAMPS WITH BLACK BEZELS			STD
302-047	LED AERODYNAMIC MARKER LIGHTS			STD
314-824	WIRING AND SWITCH FOR CUSTOMER FURNISHED SNOW PLOW LAMPS WITH DUAL CONNECTIONS AT BUMPER			\$162.00
311-019	HEADLIGHTS ON WITH WIPERS, WITH DAYTIME RUNNING LIGHTS			\$12.00
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS			STD
300-015	STANDARD FRONT TURN SIGNAL LAMPS			STD
318-032	SWITCH, INDICATOR LIGHT AND APPROXIMATELY 10 FEET OF WIRE ON CHASSIS RH BACK OF CAB FOR CUSTOMER FURNISHED UTILITY LIGHT(S)			\$47.00
744-1BG	DUAL WEST COAST MOLDED-IN COLOR HEATED MIRRORS			(\$60.00)
797-001	DOOR MOUNTED MIRRORS			STD
796-001	102 INCH EQUIPMENT WIDTH			STD
743-1AP	LH AND RH 8 INCH MOLDED-IN COLOR CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS			STD
729-001	STANDARD SIDE/REAR REFLECTORS			STD
275-061	PARK BRAKE REMINDER WARNING SYSTEM			\$3.00
768-043	63X14 INCH TINTED REAR WINDOW			STD
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS			(\$117.00)
654-003	MANUAL DOOR WINDOW REGULATORS			(\$218.00)
663-029	1-PIECE BONDED HEATED WIPER PARK SOLAR GREEN GLASS WINDSHIELD			\$423.00



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Data Code	Description	Weight Front	Weight Rear	Retail Price
659-006	8 LITER (2 GAL) WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITH FLUID LEVEL INDICATOR			\$15.00
Cab Interior				
055-019	RUGGED TRIM PACKAGE			STD
707-107	GRAY & CARBON VINYL INTERIOR "RUGGED"			STD
70K-020	CARBON WITH PREMIUM GUNMETAL ACCENT (RUGGED)			STD
706-013	MOLDED PLASTIC DOOR PANEL			STD
708-013	MOLDED PLASTIC DOOR PANEL			STD
772-006	BLACK MATS WITH SINGLE INSULATION			STD
785-026	(1)DASH MOUNTED 12V POWER OUTLET, (1)DASH MOUNTED DUAL USB-C OUTLET			\$42.00
691-001	FORWARD ROOF MOUNTED CONSOLE			STD
696-012	CENTER STORAGE CONSOLE MOUNTED ON BACKWALL	20		\$26.00
693-019	LH AND RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS			STD
738-021	DIGITAL ALARM CLOCK IN DRIVER DISPLAY			STD
742-007	(2) CUP HOLDERS LH AND RH DASH			STD
680-029	M2/SD DASH			STD
700-002	HEATER, DEFROSTER AND AIR CONDITIONER			STD
701-008	STANDARD HVAC DUCTING WITH SNOW SHIELD FOR FRESH AIR INTAKE			\$31.00
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH			STD
170-045	STANDARD HEATER PLUMBING WITH BALL SHUTOFF VALVES AT SUPPLY LINES ONLY			\$16.00
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR			STD
702-002	BINARY CONTROL, R-134A			STD
739-033	STANDARD INSULATION			STD
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES			STD
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM			STD
324-1B3	STANDARD LED CAB LIGHTING			STD
787-998	NO SECURITY DEVICE			(\$300.00)
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME			STD
78G-004	KEY QUANTITY OF 4			\$18.00
655-001	CAB DOOR LATCHES WITH MANUAL DOOR LOCKS			(\$99.00)



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Data Code	Description	Weight Front	Weight Rear	Retail Price
756-338	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30		\$167.00
760-338	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	25	10	\$255.00
759-006	DUAL DRIVER SEAT ARMRESTS AND INBOARD PASSENGER SEAT ARMREST	6		\$104.00
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS			STD
758-1AK	BLACK VINYL DRIVER SEAT COVER			(\$78.00)
761-1AK	BLACK VINYL PASSENGER SEAT COVER			(\$74.00)
763-102	HIGH VISIBILITY ORANGE SEAT BELTS			\$26.00
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN			STD
540-070	4-SPOKE 18 INCH (450MM) LEATHER WRAPPED STEERING WHEEL WITH CHROME SWITCH BEZELS			STD
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS			STD

Instruments & Controls

*	4CH-006	6 EXTRA PROGRAMMABLE SWITCHES/INDICATORS		\$135.00
		\$C2A0071ZZ,C4U0215ZZ,C2B0000ZZ,C1B0000ZZ,C2C0046ZZ,C2D0060ZZ		
	106-002	ELECTRONIC ACCELERATOR CONTROL		STD
	732-998	NO INSTRUMENT PANEL-DRIVER		STD
	734-022	FULLY CONFIGURABLE CENTER INSTRUMENT PANELS		STD
	87L-001	ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK		N/C
	870-002	BRIGHT ARGENT FINISH GAUGE BEZELS		STD
	486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		STD
	840-001	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE		STD
	198-002	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS		\$12.00
	721-001	97 DB BACKUP ALARM	3	\$47.00
	149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES		STD
	156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		STD



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Data Code	Description	Weight Front	Weight Rear	Retail Price
811-044	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY			STD
81B-003	DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY			STD
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH			STD
844-001	2 INCH ELECTRIC FUEL GAUGE			STD
148-072	ENGINE REMOTE INTERFACE WITH ONE OR MORE SET SPEEDS			\$134.00
48H-004	QUICKFIT POWERTRAIN INTERFACE CONNECTOR UNDER CAB WITH BLUNTCUTS			\$96.00
48C-004	QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) UNDER CAB WITH BLUNTCUTS			\$46.00
163-014	ENGINE REMOTE INTERFACE CONNECTOR AT POWERTRAIN INTERFACE CONNECTOR			N/C
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE			STD
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE			STD
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE			\$30.00
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER			STD
830-006	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY AND HOBBS PTO OPERATION HOUR METER	2		\$52.00
33A-802	WIRING PROVISION FOR CUSTOMER FURNISHED ROOF MOUNTED STROBE/BEACON LIGHTS	2		\$137.00
372-123	PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE			\$40.00
736-998	NO OBSTACLE DETECTION SYSTEM			(\$4,324.00)
72J-998	NO DR ASSIST SYSTEM			(\$32.00)
49B-004	ELECTRONIC STABILITY CONTROL			N/C
73B-998	NO LANE DEPARTURE WARNING SYSTEM			(\$1,080.00)
679-998	NO OVERHEAD INSTRUMENT PANEL			STD
35M-011	QUICKFIT PROGRAMMABLE INTERFACE MODULE + (4) 20 AMP FUSED RELAYS	10		\$173.00
61Z-013	PARAMETER 26-01031-020 PLOW FUNCTIONALITY WITH PLOW, SANDER, TAILGATE, BEACON, MASTER SWITCH			N/C



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Data Code	Description	Weight Front	Weight Rear	Retail Price
786-113	GENERIC TELEMATICS PREWIRE (CONSTANT BATTERY POWER/IGNITION/GROUND/J1939); RP1226 TYPE CONNECTOR AT PASSENGER SIDE OF DASH END			\$34.00
746-136	AM/FM/WB WORLD TUNER RADIO WITH AUXILIARY INPUT, J1939	10		N/C
747-001	DASH MOUNTED RADIO			STD
750-002	(2) RADIO SPEAKERS IN CAB			STD
753-998	NO AM/FM RADIO ANTENNA			(\$23.00)
748-006	POWER AND GROUND WIRING PROVISION OVERHEAD			N/C
749-001	ROOF/OVERHEAD CONSOLE CB RADIO PROVISION			N/C
752-017	MULTI-BAND AM/FM/WB/CB LH MIRROR MOUNTED ANTENNA SYSTEM			\$293.00
74D-006	STANDARD RADIO WIRING WITH STEERING WHEEL CONTROLS			STD
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER			STD
817-001	STANDARD VEHICLE SPEED SENSOR			STD
812-001	ELECTRONIC 3000 RPM TACHOMETER			STD
813-1C8	DETROIT CONNECT PLATFORM HARDWARE			STD
8D1-303	3 YEARS DAIMLER CONNECTIVITY BASE PACKAGE (FEATURES VARY BY MODEL) POWERED BY DETROIT CONNECT			STD
6TS-008	(2) TMC RP1226 ACCESSORY CONNECTORS: (1) LOCATED BEHIND PASSENGER SIDE REMOVABLE DASH PANEL (1) CENTER OF OVERHEAD CONSOLE			\$30.00
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP			STD
329-110	ONE EXTRA HARDWIRED SWITCH IN DASH, ROUTE TO UNDER CAB, CAPPED			\$75.00
4C1-005	HARDWIRE SWITCH #1, ON/OFF MOMENTARY, 20 AMPS IGNITION POWER			\$15.00
81Y-005	PRE-TRIP INSPECTION FEATURE FOR EXTERIOR LAMPS ONLY			\$12.00
264-030	(1) OVERHEAD MOUNTED LANYARD CONTROL FOR DRIVER AIR HORN			STD
482-001	BW TRACTOR PROTECTION VALVE			N/C
883-001	TRAILER HAND CONTROL BRAKE VALVE			N/C
842-006	DIGITAL TURBO AIR PRESSURE IN DRIVER DISPLAY			N/C
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY			STD

Application Version 11.9.305
 Data Version PRL-28D.022
 CREVE COEUR MY25 108SD PLUS
 33K DUMP SPEC



12/04/2023 12:56 PM

Page 17 of 22

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Data Code	Description	Weight Front	Weight Rear	Retail Price
660-001	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY AND ARCTIC TYPE BLADES			\$17.00
304-030	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS			N/C
882-004	TWO VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR			N/C
299-020	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT			STD
298-046	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY			STD
87G-008	OPTIONAL AIR SWITCH 1 WITH IGN ON & VEHICLE AT STANDSTILL			N/C
87T-998	NO WRG/SW-OPTL #2, CHAS, AIR			STD

Design

065-000	PAINT: ONE SOLID COLOR			STD
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Color

980-5E1	CAB COLOR A: L0214EY RED ELITE EY			N/C
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT			STD
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)			STD
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)			STD
963-003	STANDARD E COAT/UNDERCOATING			STD

Certification / Compliance

996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS			STD
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Secondary Factory Options

998-033	CORPORATE PDI CENTER IN-SERVICE AND OPTION INSTALLATION/MODIFICATION			N/C
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Sales Programs

NO SALES PROGRAMS HAVE BEEN SELECTED

TOTAL VEHICLE SUMMARY

Adjusted List Price

Adjusted List Price ** \$141,528.00

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12/04/2023 12:56 PM

Page 18 of 22

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Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	7531 lbs	4533 lbs	12064 lbs
Dealer Installed Options	0 lbs	0 lbs	0 lbs
Total Weight ⁺	7531 lbs	4533 lbs	12064 lbs

ITEMS NOT INCLUDED IN ADJUSTED LIST PRICE

Other Factory Charges

PMV-024	GHG24 SURCHARGE - CUMMINS	\$555.00
RD1-303	3 YRS DAIMLER CONNECTIVITY BASE PKG (VARY BY MODEL) POWERED BY DETRIOT CONNECT	STD
RAC-42N	M2/SD PLUS ESCALATOR	\$750.00
RAG-020	CUMMINS TARIFF CHARGE - \$205	\$205.00
RAU-025	MY25 ESCALATOR	\$1,500.00
RFY-022	FRONT TIRE SURCHARGE	\$60.00
RFU-022	REAR TIRE SURCHARGE	\$120.00
P73-2FT	STANDARD DESTINATION CHARGE	\$3,375.00

Extended Warranty

WAK-252	ALLISON 3500 RDS SERIES TRANSMISSION EXTEND WARRANTY, 5 YEARS/UNLIMITED MILES FEX	\$612.00
WAL-231	AXLE: NON-DETROIT SINGLE REAR ONLY: MD MODERATE 5 YEARS/100,000 MILES/161,000 KM EXTENDED COVERAGE	\$130.00
WAG-075	TOWING: 2 YEARS/UNLIMITED MILES/KM EXTENDED TOWING COVERAGE \$750 CAP FEX APPLIES	\$460.00
Currency Exchange Rate		1.0000
Total Extended Warranty (Local Currency)		\$1,202.00

Dealer Installed Options

Application Version 11.9.305
 Data Version PRL-28D.022
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12/04/2023 12:56 PM

Page 19 of 22

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		Weight Front	Weight Rear	Price
20001	VIKING-CIVES BODY EQUIPMENT. QUOTE # 170786.	0	0	\$73,195.00
Total Dealer Installed Options		0 lbs	0 lbs	\$73,195.00

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(**) Prices shown do not include taxes, fees, etc... "Net Equipment Selling Price" is located on the Quotation Details Proposal Report.

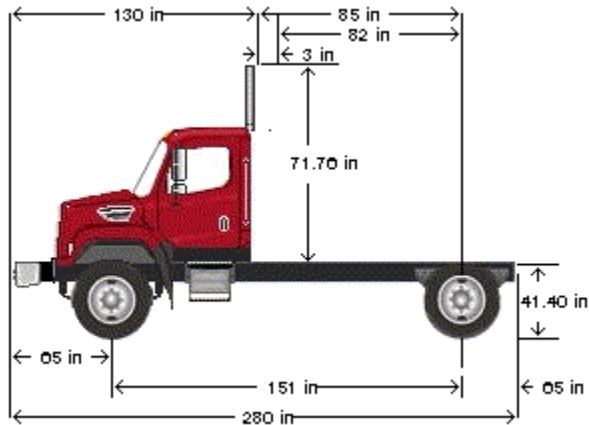
(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.



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D I M E N S I O N S



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Wheelbase (545)	3825MM (151 INCH) WHEELBASE
Rear Frame Overhang (552)	1650MM (65 INCH) REAR FRAME OVERHANG
Fifth Wheel (578)	NO FIFTH WHEEL
Mounting Location (577)	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in)	0
Maximum Rearward Position (in)	0
Amount of Slide Travel (in)	0
Slide Increment (in)	0
Desired Slide Position (in)	0.0
Cab Size (829)	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682)	NO SLEEPER BOX/SLEEPER CAB
Exhaust System (016)	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE

TABLE SUMMARY - DIMENSIONS

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Dimensions	Inches
Bumper to Back of Cab (BBC)	130.1
Bumper to Centerline of Front Axle (BA)	64.6
Front Axle to Back of Cab (AC)	65.6
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	85.0
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	82.0
Back of Cab Protrusions (Exhaust/Intake) (CP)	2.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	150.0
Cab Height (CH)	71.8
Wheelbase (WB)	150.6
Frame Overhang (OH)	65.0
Overall Frame Length	277.0
Overall Length (OAL)	280.1
Rear Axle Spacing	0.0
Unladen Frame Height at Centerline of Rear Axle	41.4

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



DEPARTMENT OF PUBLIC WORKS OFFICE MEMO

DATE: December 21, 2023

TO: Mark Perkins, City Administrator

FROM: Jim Heines, Director of Public Works

SUBJECT: Purchase of a new 2024 Freightliner 108SD Plus Two-ton Diesel Powered Dump Truck with a Central Hydraulic System, 10-foot Viking Snow Plow, and the Installation of a City Owned Stainless Steel Salt Spreader with Calcium Chloride Saddle Tanks

Two-ton Truck Replacement History

Pre-Covid, the city would typically replace one two-ton dump truck or chipper truck each year. This process is intended to support a 12 yr. replacement cycle for Public Works vehicles. Unfortunately, during and post-Covid supply lines were disrupted which made it difficult for manufacturers to obtain the parts necessary to assemble many items including trucks and heavy equipment.

For the past several years the city has attempted to purchase trucks to keep up with our 12-year rotation. However, some manufacturers stopped taking orders, others have a 2-year backorder list. Recently a few manufacturers have gotten caught up with their back log of orders and can now deliver trucks on a schedule similar to pre-Covid schedules.

The city's fleet of two-ton trucks is made up of International 7300 series trucks. We have 12 of these trucks which includes nine dump trucks, two chipper trucks and an aerial boom truck. Unfortunately, International Truck Inc. is not taking orders off of the MoDOT Cooperative Purchase pricing contract. However, they are taking orders through Sourcewell Cooperative Purchase agreement. We have compared this price to the MoDOT pricing and it is approximately \$8,000-\$10,000 higher than the MoDOT pricing.

Two-Ton Truck Replacement

The two-ton dump trucks in our fleet are used for hauling dirt, rock, mulch, logs, and other construction supplies. These trucks also used to tow our leaf vacs, equipment floats, and plow snow.

The approved FY2024 CIP Equipment Budget identified the purchase of a new two-ton dump truck to replace a 2010 International 7300 dump truck with plow. This is a truck that was to be ordered in previous years during Covid, but the manufacturers were not taking orders. The 2010 dump truck is our oldest truck in the fleet and has been experiencing engine problems as well as needing an entirely new exhaust system. It also has multiple large rust holes in the steel bed and another in the back of the cab which has rendered it unusable to haul construction materials.

Due to lower confidence in this truck's reliability, increased amount of down time for repairs, and inability to haul materials, it has become our backup truck for our leaf and snow removal operations.

Cooperative Purchase Programs and Best Pricing

Staff primarily uses two cooperative purchase agencies, MoDOT Cooperative Purchase Agreement and Sourcewell to purchase trucks, equipment and other goods. Both Co-ops have been approved by the city per our purchasing policy

Typically MoDOT Cooperative Purchase Agreement tends to have the best pricing however, they do not always have pricing for the items we need. In this case we will use Sourcewell as an alternative.

Recommendation

Public Works staff recommends purchasing a new 2024 Freightliner 108SD Plus truck outfitted with a central hydraulic system, 10-foot Viking snow plow, and the installation of a city owned stainless-steel salt spreader with calcium chloride saddle tanks to replace a 2010 International 7300 dump truck with a snow plow and salt spreader. Once the new Freightliner truck is delivered, we plan to send the 2010 truck to auction.

The recommendation is to award the purchase of a new 2024 Freightliner 108SD Plus truck outfitted with a central hydraulic system, 10-foot Viking snow plow, and the installation of a city owned stainless-steel salt spreader with calcium chloride saddle tanks from Truck Centers Inc., located at 2280 Formosa Rd., Troy, IL. 62294, TNO: 618-667-3454, in the total amount of \$171,429.00.

Although there was only \$137,600.00 budgeted for this purchase in account # 02-61-71-9516 Capital Equipment of the approved FY2024 CIP, Public Works staff recommends postponing the purchase of a new leaf vacuum this year to cover the overages on this truck and other equipment in the approved FY 2024 CIP budget. In addition, this 2010 truck was one of the two trucks we planned to replace the bed on during FY2023. We chose not to replace this bed and hoped the manufacturers would start taking orders. Forgoing the bed replacement resulted in a \$22,995.00 savings which will help pay for the budgeted amount vs actual cost differential.

Attachments: Freightliner Quote
 International-Viking Quote



22956 Hwy 61
PO Box 295
Morley, MO 63767
Phone: 573-262-3545
Fax: 573-262-3369

Quote

Quote #	Date
170878	12/11/23

Customer		
CITY OF CREVE COEUR		
*****email invoices*****		
300 N. NEW BALLAS ROAD		
CREVE COEUR	MO	63141

Ship To		
CITY OF CREVE COEUR 996		
996 EAST RUE DE LA BANQUE		
CREVE COEUR	MO	63141

Customer PO	Terms	Sales Rep	Lead Time	Ship Via	FOB	VIN
	NET 30	SCOTT	12/11/23			

Item	Description	Ordered	UOM	Price Per	Total Price
SOURCEWELL	Sourcewell Contract # 062222-VCM Customer member # (69622) Item sold (SW-CH0400, SW-TK0100, NJ2500, SW-TK0554) - Meet the needs of City of Creve Coeur	1.00	EA	76,221.00	76,221.00
S7006	Universal lo profile hitch with UQH boxes, with fold down and extendable lift arm.	1.00	EA	0.00	0.00
S7060	3" x 10" SA lift cylinder	1.00	EA	0.00	0.00
MSRP2160	10' Corten steel municipal dump body that includes doghouse and cab shield corners - less hoist, load cover, LED warning lights, tension hoop, auxiliary hydraulic connections and installation - Western Style crossmemberless design - Corten material - 26" side height - 34" tailgate height - 1/4" AR450 floor - Pullout ladder with grab handle - Fully welded and dirt-shedding - 1/4" Corten trapezoid style, fully enclosed long sills (no splices) - Horizontal bracing sloped and fully welded - Driver's side hydraulic lines to rear for spreader hookup - Offset tailgate with sideboard pockets - Flush-mount tailgate - Painted Red	1.00	EA	0.00	0.00
MSRP2260	Mailhot CS 90 Series hoist package	1.00	EA	0.00	0.00
MSRP2310	Aero 550 load cover with asphalt tarp for 10' body	1.00	EA	0.00	0.00
MSRP3010	Hydraulic system for (City of Creve Coeur) Certified Power System which includes - - Crankshaft hydraulic pump	1.00	EA	0.00	0.00



22956 Hwy 61
PO Box 295
Morley, MO 63767
Phone: 573-262-3545
Fax: 573-262-3369

Quote

Quote #	Date
170878	12/11/23

Customer		
CITY OF CREVE COEUR		
*****email invoices*****		
300 N. NEW BALLAS ROAD		
CREVE COEUR	MO	63141

Ship To		
CITY OF CREVE COEUR 996		
996 EAST RUE DE LA BANQUE		
CREVE COEUR	MO	63141

Customer PO	Terms	Sales Rep	Lead Time	Ship Via	FOB	VIN
	NET 30	SCOTT	12/11/23			

Item	Description	Ordered	UOM	Price Per	Total Price
	- Mild steel hydraulic tank/valve combo - Manual hoist and plow levers - Freedom 2 spreader controller - Electric prewet controls - (NO SYSTEM)				
MSRP3190	Snow and ice hydraulic install kit (includes hoses, fittings and hardware)	1.00	EA	0.00	0.00
SALES	Noslo warning light system, which includes: - Double housing standard (S/T/T, backup and amber/green warning), stainless steel - Single housing standard (amber/green) stainless steel - System comes complete with all appropriate wiring and required distribution box, housings are stainless steel	1.00	EA	0.00	0.00
MSRP5200	ABL 3800 Series LED plow light	1.00	EA	0.00	0.00
MSRP6140	PH20 pintle hook with D-rings and plate	1.00	EA	0.00	0.00
MSRP6225	Pintle hitch install kit	1.00	EA	0.00	0.00
MSRP9100	Single axle install kit (includes miscellaneous electrical components and hardware)	1.00	EA	0.00	0.00
MSRP9140	Mud flap kit (includes front anti-sails and rear removable pin brackets)	1.00	EA	0.00	0.00
MSRP9150	18X18X24 stainless steel tool box (includes stainless handle and brackets installed)	1.00	EA	0.00	0.00
S7220	MW36R10 10' Moldboard assembly, corten steel which includes - - MW Power Reverse Push Frame - UQH Plow Swivel - Rubber Deflector - 36" Orange Plow Markers - Steel cutting edge - bulldog plow jack	1.00	EA	0.00	0.00
SALES	2025 International HV607 Single Axle, specs per	1.00	EA	104,613.99	104,613.99



22956 Hwy 61
PO Box 295
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Quote

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CITY OF CREVE COEUR		
*****email invoices*****		
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Ship To		
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CREVE COEUR	MO	63141

Customer PO	Terms	Sales Rep	Lead Time	Ship Via	FOB	VIN
	NET 30	SCOTT	12/11/23			

Item	Description	Ordered	UOM	Price Per	Total Price
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Rush Truck Center.
-See attached specs

NOTES	Electric Trailer Brake Controller to be provided with Chassis, including 7 wire RV style trailer plug.	1.00	EA	0.00	0.00
-------	--	------	----	------	------

Prepared By: sboyer@vikingcivesmidwest.com

Memo:

Sub-Total	180,834.99
Shipping	0.000
Discount	0.00
Taxes	0.00
Total	180,834.99

Customer must fill out the information below before the order can be processed.

Accepted by: _____ Date: _____ P.O.#: _____

*Quoted price does not include any applicable taxes.

*Terms are Due Upon Receipt unless prior credit

*Terms for established accounts. NET 30 days

*Please note if chassis is furnished. it is as a convenience and terms are Net Due on Receipt of Chassis

RESOLUTION NO. 1699

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AUTHORIZING THE EXECUTION OF A CONTRACT WITH SWEETENS CONCRETE SERVICES FOR THE NEW BALLAS ROAD IMPROVEMENT PROJECT – PHASE 1 FOR THE AMOUNT OF \$1,160,688.34.

WHEREAS, the City of Creve Coeur strives to provide a safe and reliable pavement network for the use of the public; and

WHEREAS, the City has been awarded a federal Surface Transportation Program (STP) grant to assist with the cost to partially reconstruct and repave New Ballas Road, from Olive Boulevard to Craig Road (the “Project”); and

WHEREAS, the Project was competitively bid per the requirements outlined in the City of Creve Coeur Code of Ordinances; and

WHEREAS, Sweetens Concrete Services submitted the lowest and best bid for the Project and has a reputation for providing quality pavement improvement services; and

WHEREAS, the Missouri Department of Transportation (MoDOT), the administrator for local STP grants, has reviewed the project plans, specifications, and bids, and has issued its concurrence in award of the construction contract for the Project to Sweetens Concrete Services.

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

Section 1. The Contract between Sweetens Concrete Services and the City of Creve Coeur, attached hereto as “Exhibit A,” with a not-to-exceed **contract sum of \$ 1,160,688.34**, is hereby approved and the City Administrator is hereby authorized and directed to enter into and execute that Contract. The Contract as executed shall be in substantially the form of “Exhibit A,” with such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Resolution. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient, or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the Contract.

ADOPTED THIS 8TH DAY OF JANUARY, 2024.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE
CITY CLERK

CITY-CONTRACTOR AGREEMENT

THIS AGREEMENT, made and entered into by and between the City of Creve Coeur, Missouri (hereinafter referred to as the “City”), and **Sweetens Concrete Services** of **450 E. S. 1st Street, Wright City, MO 63390** (hereinafter referred to as the “Contractor”) for the project identified as the **New Ballas Road Improvement Project – Phase 1 STP-5561(611)** (hereinafter referred to as the “Project” or the “Work”).

WITNESSETH:

That for and in consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, it is agreed between the parties as follows, to wit:

The Contractor at its own expense hereby agrees to do or furnish all labor, materials, and equipment called for in the proposal for the Project and agrees to perform all the work required by the contract as shown on the plans and as detailed in the specifications. The “Notice to Contractor,” “Construction Plans,” “Proposal,” “Job Special Provisions,” “General Contract Provisions,” “Performance-Payment Bond,” “Acknowledgement,” “Notice to Proceed,” Contractor’s Schedule, and all change orders are made a part hereof as if attached to this Agreement or fully repeated herein.

It is understood and agreed that, except as may be otherwise provided for by the “Job Special Provisions,” “General Provisions,” “Construction Plans,” and “Supplemental Specifications,” included in the Proposal, the Work shall be done in accordance with the most current editions of the St. Louis County “Standard Specifications for Road and Bridge Construction,” “Missouri Specifications for Highway Construction,” and “Missouri Standard Plans for Highway Construction,” where specified – including all revisions to these documents, which are part and parcel of this Agreement, and are incorporated in this Agreement as fully and effectively as if set forth in detail herein.

The Contractor further agrees that it is fully informed regarding all of the conditions affecting the Work to be done, and labor and materials to be furnished for the completion of this Agreement, and that its information was secured by personal investigation and research, and not from any estimates by the City or its agents; and that the Contractor will make no claim against the City by reason of estimates, tests, or representation of any officer, agent, or employee of the City.

The said Contractor agrees further to begin work not later than the authorization date in the Notice to Proceed and to complete the Work within the time specified in the Proposal or such additional time as may be allowed by the City under the Agreement.

The Work shall be done to complete satisfaction of the Engineer of the City and, in case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the Work, shall also be subject to inspection and approval at all times by the proper agent or agents of such government agencies.

The parties hereto agree that this Agreement in all things shall be governed by the laws of the State of Missouri.

The Contractor agrees that it will comply with all federal and state laws and regulations and local ordinances and that it will comply with and cause each of its subcontractors, if any, to comply with all federal and state laws and federal regulations and directives pertaining to nondiscrimination against any person on the ground of race, color, religion, creed, sex, sexual orientation, gender, gender identity, disability, familial status, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment therefore, in accordance with the special provisions on that subject attached hereto,

incorporated in and made a part of the contract.

The Contractor expressly warrants that it has employed no third person to solicit or obtain this contract on its behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that it has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by it hereunder, and that it has not, in estimating the contract price demanded by it, included any sum by reason of any such brokerage, commission, or percentage, and that all moneys payable to it hereunder are free from obligation to other entities for services rendered, or supposed to have been rendered, in the procurement of this contract. Contractor further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and the Owner may retain to its own use from any sums due or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

Under penalty of perjury under the laws of the United States and/or false declaration under the laws of Missouri, and any other applicable state or federal laws, the Contractor Signatory certifies that the Contractor and its officials, agents, and employees have neither directly nor indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this contract, and that the Contractor intends to do the Work with its own bonafide employees or subcontractors and did not bid for the benefit of another contractor.

The “Contract Sum” is hereby defined as the sum total of the products of the estimated quantity of each bid item in the Itemized Bid Form and the unit price bid by the Contractor in the Itemized Bid Form for that item. 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 Itemized Bid Form and that the completed and accepted item quantities will be reconciled against the estimated quantities through a final change order upon the completion of the Work.

The Contract Sum for this Work shall be **One Million, One Hundred Sixty Thousand, Six Hundred Eighty Eight Dollars and Thirty Four Cents (\$1,160,688.34)**. The Contract unit prices and Contract item quantities are listed in Table A 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 A of this Agreement. All payments for the Work shall be based upon the Contract unit costs listed in Table A.

Based upon Applications for Payment submitted by the Contractor on or before the twentieth day of the month for work completed by the Contractor 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, 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 A and adjusted through subsequent Modification(s), if any; and
- (3) Final payment shall be made within thirty (30) days after the Work is fully completed and accepted by the City and the Agreement fully performed.

TABLE A
Summary of Contract Quantities, Contract Unit Prices, and Contract Sum

Item Number	Item	Unit	Contract Quantity	Contract Unit Price	Item Subtotal
201-20.10	CLEARING AND GRUBBING	LS	1.0	\$ 24,130.00	\$ 24,130.00
202-20.10	REMOVAL OF IMPROVEMENTS	LS	1.0	\$ 5,800.00	\$ 5,800.00
502-11.67	REMOVE AND REPLACE CONCRETE PAVEMENT (8" NON-REINFORCED)	SY	1,992.7	\$ 86.35	\$ 172,069.65
502-11.78	REMOVE AND REPLACE CONCRETE PAVEMENT (8" NON-REINFORCED), INCLUDES CURBS	SY	3,846.5	\$ 90.80	\$ 349,262.20
604-80.12	SLOTTED DRAIN (12")	LF	80.0	\$ 369.70	\$ 29,576.00
606-30.85	TYPE A CRASHWORTHY END TERMINAL (50.0' FT LENGTH MASH TL-3)	EACH	1.0	\$ 4,736.85	\$ 4,736.85
607-99.03	REMOVAL AND RELOCATION OF SIGN	EACH	2.0	\$ 1,263.15	\$ 2,526.30
608-51.97	REMOVE AND REPLACE PAVED DRIVEWAY APPROACH (8"), VERY EARLY STRENGTH	SY	531.2	\$ 133.55	\$ 70,941.76
612-10.30	MOVEABLE BARRICADES (STANDARD)	EACH	6.0	\$ 263.20	\$ 1,579.20
612-30.00A	TRUCK OR TRAILER MOUNTED ATTENUATOR (TMA)	EACH	1.0	\$ 3,630.00	\$ 3,630.00
616-10.05	CONSTRUCTION SIGNS	SF	136.0	\$ 10.55	\$ 1,434.80
616-10.25	CHANNELIZER (TRIM LINE)	EACH	50.0	\$ 26.35	\$ 1,317.50
616-10.33	DIRECTION INDICATOR BARRICADE	EACH	12.0	\$ 205.30	\$ 2,463.60
619-00.00	MOBILIZATION	LS	1.0	\$ 85,410.00	\$ 85,410.00
627-10.00	DIAMOND GRINDING (CONCRETE PAVEMENT)	SY	15,026.7	\$ 8.30	\$ 124,721.61
627-40.00	CONTRACTOR FURNISHED SURVEYING AND STAKING	LS	1.0	\$ 3,284.25	\$ 3,284.25
806-45.08	INLET PROTECTION DEVICE, SINGLE UNIT - FILTER SOCK/ROLL	EACH	24.0	\$ 210.55	\$ 5,053.20
806-45.09	INLET PROTECTION DEVICE, DOUBLE UNIT - FILTER SOCK/ROLL	EACH	1.0	\$ 315.80	\$ 315.80
806-70.00	SILT FENCE	LF	399.0	\$ 5.00	\$ 1,995.00
903-50.04	TYPE SHR2L-1 SIGN	SF	102.0	\$ 78.95	\$ 8,052.90
608-60.05	CONCRETE SIDEWALK (5" THICK)	SY	20.9	\$ 102.60	\$ 2,144.34
608-60.07	CONCRETE SIDEWALK, CURB RAMP (7" THICK)	EACH	3.0	\$ 2,500.00	\$ 7,500.00
608-60.93	REMOVE AND REPLACE CONCRETE SIDEWALK, CURB RAMP	EACH	17.0	\$ 2,500.00	\$ 42,500.00
608-60.94	REMOVE AND REPLACE CONCRETE SIDEWALK (4" THICK)	SY	62.5	\$ 96.50	\$ 6,031.25
618-50.10	MUD JACKING (PORTLAND CEMENT - SIDEWALK)	SY	366.3	\$ 96.50	\$ 35,347.95
627-99.01	DIAMOND GRINDING (CONCRETE SIDEWALK)	SY	96.2	\$ 28.60	\$ 2,751.32
901-99.01	RECTANGULAR RAPID FLASHING BEACON PEDESTRIAN SYSTEM	EACH	4.0	\$ 10,278.95	\$ 41,115.80
803-20.000	STRIP SODDING	SY	100.0	\$ 36.85	\$ 3,685.00
621-99.01	TYPE A OR TYPE B EPOXY PAVEMENT MARKING - 4 IN. WHITE	LF	6,940.0	\$ 1.10	\$ 7,634.00
621-99.02	TYPE A OR TYPE B EPOXY PAVEMENT MARKING - 4 IN. YELLOW	LF	4,980.0	\$ 1.10	\$ 5,478.00
621-99.03	TYPE A OR TYPE B EPOXY PAVEMENT MARKING - 12 IN. WHITE	LF	430.0	\$ 10.55	\$ 4,536.50
621-99.04	TYPE A OR TYPE B EPOXY PAVEMENT MARKING - 24 IN. WHITE	LF	310.0	\$ 21.10	\$ 6,541.00
621-99.05	TYPE A OR TYPE B EPOXY PAVEMENT MARKING - 24 IN. YELLOW	LF	110.0	\$ 21.10	\$ 2,321.00
621-99.06	TYPE A OR TYPE B EPOXY PAVEMENT MARKING - RIGHT ARROW	EACH	4.0	\$ 210.55	\$ 842.20
621-99.07	TYPE A OR TYPE B EPOXY PAVEMENT MARKING - LEFT ARROW	EACH	7.0	\$ 210.55	\$ 1,473.85
621-99.08	TYPE A OR TYPE B EPOXY PAVEMENT MARKING - STRAIGHT-LEFT ARROW	EACH	2.0	\$ 368.45	\$ 736.90
621-99.09	TYPE A OR TYPE B EPOXY PAVEMENT MARKING - WORD (STOP)	EACH	5.0	\$ 263.20	\$ 1,316.00
616-99.01	TRAFFIC CONTROL (NEW BALLAS & CITY PLACE INTERSECTION)	LS	1.0	\$ 2,175.00	\$ 2,175.00
902-02.13	SIGNAL HEAD, TYPE 3S, LED	EACH	1.0	\$ 1,647.40	\$ 1,647.40
902-05.13	SIGNAL HEAD, TYPE 3B, LED	EACH	1.0	\$ 2,210.55	\$ 2,210.55
902-08.11	SIGNAL HEAD, TYPE 1S, PEDESTRIAN	EACH	4.0	\$ 921.10	\$ 3,684.40
902-08.33	SH-FLAT SHEET- SIGNAL SIGN	SF	15.8	\$ 44.25	\$ 699.15
902-08.34	SIGN HARDWARE	EACH	8.0	\$ 126.35	\$ 1,010.80
902-27.15	SIGNAL POST, 15 FT. (POWDER COATED BRONZE)	EACH	1.0	\$ 2,400.00	\$ 2,400.00
902-49.75	VIDEO DETECTION SYSTEM	EACH	1.0	\$ 35,789.50	\$ 35,789.50
902-52.00	CONDUIT, 2" TRENCH	LF	29.0	\$ 28.20	\$ 817.80
902-53.00	CONDUIT, 3" TRENCH	LF	26.0	\$ 30.80	\$ 800.80
902-83.10	CABLE, 16 AWG 5 CONDUCTOR	LF	700.0	\$ 3.00	\$ 2,100.00
902-83.11	CABLE, 16 AWG 7 CONDUCTOR	LF	210.0	\$ 3.50	\$ 735.00
902-91.00	BASE, CONCRETE	CY	0.7	\$ 8,805.30	\$ 6,163.71
902-99.02	DRILL PULLBOX & ATG	EACH	3.0	\$ 347.40	\$ 1,042.20
902-99.02	PUSHBUTTON POST (POWDER COATED BRONZE)	EACH	2.0	\$ 1,336.85	\$ 2,673.70
902-99.02	MODIFY SIGNAL CABINET	EACH	1.0	\$ 4,994.75	\$ 4,994.75
902-99.02	APS SYSTEM	EACH	1.0	\$ 4,584.25	\$ 4,584.25
904-85.05	CABLE, DETECTOR LOOP, #14 GAUGE, 1 CONDUCTOR W/TUBE JACKED (IN CONDUIT AND PULLBOXES)	LF	56.0	\$ 0.35	\$ 19.60
904-85.06	CABLE, DETECTOR LOOP, #14 GAUGE, 1 CONDUCTOR W/TUBE JACKED (IN SAWED SLOT)	LF	192.0	\$ 20.75	\$ 3,984.00
902-99.02	ILLUMINATED STREET NAME SIGN	EACH	3.0	\$ 4,300.00	\$ 12,900.00
CONTRACT SUM:				\$	1,160,688.34

IN WITNESS WHEREOF, the parties hereunto have hereunto set their hands and affixed their seals to execute this Agreement, this _____ day of _____, 2024.

CITY OF CREVE COEUR

By: _____
Mark C. Perkins, City Administrator

(SEAL)

By: _____
James H. Heines, Director of Public Works

Attest: _____
City Clerk

Date: _____

SWEETENS CONCRETE SERVICES

By: _____
Signature

Printed Name

Title

(SEAL)

Attest: _____

Date: _____



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: December 28, 2023

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works
Steve Berez, City Engineer

FROM: Kevin Mulligan, P.E., Civil Engineer

SUBJECT: Recommendation of Award
New Ballas Road Improvement Project – Phase 1
Federal Project Number STP-5561(611)

City staff has reviewed bids that were submitted in December for the New Ballas Road Improvement Project – Phase 1 and recommends that the City enter into a contract with Sweetens Concrete Services to build the project. The primary funding source for this project will be a federal Surface Transportation Program (STP) grant that was awarded to the City in 2020. This grant is administered by the Missouri Department of Transportation (MoDOT), and MoDOT has recently indicated their concurrence with this recommendation of award.

Project Description

The City maintains New Ballas Road from north of Conway Road and the end of the street at Craig Road.

The portion of New Ballas Road between Olive Boulevard and Craig Road is among the worst stretches of pavement in the City's roadway network. The pavement in this section of New Ballas is badly deteriorated and sections of the sidewalk network do not meet current ADA standards. The New Ballas Road Improvement Project – Phase 1 will solve these issues by replacing about 25% the concrete pavement and diamond grinding all of the pavement to provide a consistently smooth ride.

This project will also improve the sidewalk network of New Ballas Road and its connecting streets. All of the curb ramps, approximately 40% of the sidewalk, and all but one entrance will be replaced. A mid-block crossing will also be installed near #2 CityPlace Drive.

This project will also improve the traffic signal, pedestrian crossing, and slotted drain at the intersection of New Ballas Road and CityPlace Drive.

Bid Advertisement

The New Ballas Road Improvement Project – Phase 1 was advertised in accordance with the bidding requirements of both the City and MoDOT for federally funded projects. Advertisement included:

1. The Invitation for Bids was posted on the Creve Coeur and MoDOT websites from October 26, 2023, through December 7, 2023.
2. The Invitation for Bids was advertised on two dates (October 31, 2023 and November 16, 2023) in *The Countian*, a daily newspaper published in St. Louis County.
3. The Invitation for Bids was sent directly to contractors who have recently bid on similar City projects.
4. Roadway contractors in the St. Louis area were notified of the bid opportunity when the plans and specifications for this project were posted to the Drexel Technologies online plan room.

Bid Results

Bids for the Emerson Road Improvement Project were publicly opened and read at 10:00 a.m. on Thursday, December 7, 2023. The City received a total of five (5) bids for the project, as detailed in the attached Bid Tabulation and as summarized below:

Bidder	Total Bid Price
1. Sweetens Concrete Services.....	\$ 1,160,688.34
2. M&H Concrete Contractors, Inc.....	\$ 1,244,370.22
3. Lamke Trenching & Excavating	\$ 1,338,699.45
4. Keeley Construction Group, Inc.....	\$ 1,417,804.26
5. Spencer Contracting Company.....	\$ 1,541,525.25

Minor discrepancies and calculation errors were found in several of the bids, as highlighted in the attached Bid Tabulation spreadsheet. These issues resulted in only minor changes to the final bid amounts.

The engineer's estimate for this project was \$1,366,158.40, and it appears that the estimate was reasonable. The low bid is nearly 15% lower than the estimate, and the second-lowest bid is nearly 10% lower than the estimate.

Evaluation of Bids and Bidders

City staff found that all five of the bidders meet the criteria to be considered responsible bidders, meaning that the bidders:

1. appeared to be organized, equipped, and capable of performing the scope of work for the New Ballas Road Improvement Project – Phase 1
2. were among the contractors on MoDOT's pre-qualification list
3. were not among the contractors that have been suspended or debarred.

Sweetens Concrete Services (Sweetens) provided the lowest bid. Sweetens is based in Wright City, Missouri, and they have experience with subdivision, roads, bridges, and other heavy construction.

Sweetens has worked for the City in the past and is well suited to successfully complete the New Ballas Drive Improvement Project – Phase 1. Staff typically seeks a bid from Sweetens for the City's concrete construction projects because of their reputation for quality construction.

Federal Grant Reimbursement

The federal grant for the project will reimburse the City for 80% of the project's participating construction costs, up to an amount of \$960,000, which is higher than the 80% of the low bid from Sweetens (approximately \$928,000.)

The only item that is considered "non-participating," and is not eligible for reimbursement under the federal grant, are the illuminated street name signs.

If the project is completed at the contract amount, the City should expect to receive reimbursement of \$928,000, which would be 80% of the construction cost. The City's share of the project would be \$232,000.00. The City should also expect to be reimbursed at 80% for any participating increases in work.

Financing

The Capital Improvement Program (CIP) includes \$1,136,600.00 in FY2023 for the construction of the New Ballas Road Improvement Project – Phase 1. This will need to be moved into the FY2024 budget.

Funds for the project will be drawn from account 02-61-71-9510-21701 of the Capital Fund.

Recommendation

Public Works staff recommends that the City Council authorize the execution of a contract for the construction of the New Ballas Road Improvement Project – Phase 1 with Sweetens Concrete Services for the not-to-exceed contract price of \$1,160,688.34. Staff recommends Sweetens Concrete Services, because Sweetens appears to be a responsible contractor who provided the lowest, responsive bid for the work.

Concurrence in Award. MoDOT has reviewed the recommendation by City staff to award the New Ballas project to Sweetens Concrete Services and has recently issued its concurrence in award. A copy of this letter is attached for reference.

Attachments: Bid Tabulation
 MoDOT Concurrence in Award



BID TABULATION

NEW BALLAS ROAD IMPROVEMENT PROJECT - PHASE 1 STP-5561(611)

City of Creve Coeur, Missouri

Bids opened: 10:00 a.m. Thursday, December 7, 2023

Item Number	Item	Unit	Contract Quantity	Engineer's Estimate		SWEETENS CONCRETE SERVICES		M&H CONCRETE CONTRACTORS, INC.		LAMKE TRENCHING & EXCAVATING		KEELEY CONSTRUCTION GROUP, INC.	
				Unit Bid Price	Item Subtotal	Unit Bid Price	Item Subtotal	Unit Bid Price	Item Subtotal	Unit Bid Price	Item Subtotal	Unit Bid Price	Item Subtotal
201-20.10	CLEARING AND GRUBBING	LS	1.0	\$ 20,000.00	\$ 20,000.00	\$ 24,130.00	\$ 24,130.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 18,300.00	\$ 18,300.00
202-20.10	REMOVAL OF IMPROVEMENTS	LS	1.0	\$ 15,000.00	\$ 15,000.00	\$ 5,800.00	\$ 5,800.00	\$ 52,700.00	\$ 52,700.00	\$ 222,800.00	\$ 222,800.00	\$ 20,000.00	\$ 20,000.00
502-11.67	REMOVE AND REPLACE CONCRETE PAVEMENT (8" NON-REINFORCED)	SY	1,992.7	\$ 115.00	\$ 229,160.50	\$ 86.35	\$ 172,069.65	\$ 92.00	\$ 183,328.40	\$ 80.00	\$ 159,416.00	\$ 97.50	\$ 194,288.25
502-11.78	REMOVE AND REPLACE CONCRETE PAVEMENT (8" NON-REINFORCED), I	SY	3,846.5	\$ 130.00	\$ 500,045.00	\$ 90.80	\$ 349,262.20	\$ 94.00	\$ 361,571.00	\$ 82.00	\$ 315,413.00	\$ 99.08	\$ 381,111.22
604-80.12	SLOTTED DRAIN (12")	LF	80.0	\$ 150.00	\$ 12,000.00	\$ 369.70	\$ 29,576.00	\$ 120.00	\$ 9,600.00	\$ 383.90	\$ 30,712.00	\$ 450.65	\$ 36,052.00
606-30.85	TYPE A CRASHWORTHY END TERMINAL (50.0' FT LENGTH MASH TL-3)	EACH	1.0	\$ 3,600.00	\$ 3,600.00	\$ 4,736.85	\$ 4,736.85	\$ 5,500.00	\$ 5,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,954.00	\$ 4,954.00
607-99.03	REMOVAL AND RELOCATION OF SIGN	EACH	2.0	\$ 250.00	\$ 500.00	\$ 1,263.15	\$ 2,526.30	\$ 300.00	\$ 600.00	\$ 1,200.00	\$ 2,400.00	\$ 2,759.09	\$ 5,518.18
608-51.97	REMOVE AND REPLACE PAVED DRIVEWAY APPROACH (8"), VERY EARLY	SY	531.2	\$ 150.00	\$ 79,680.00	\$ 133.55	\$ 70,941.76	\$ 225.00	\$ 119,520.00	\$ 145.50	\$ 77,289.60	\$ 112.13	\$ 59,563.46
612-10.30	MOVEABLE BARRICADES (STANDARD)	EACH	6.0	\$ 200.00	\$ 1,200.00	\$ 263.20	\$ 1,579.20	\$ 125.00	\$ 750.00	\$ 125.00	\$ 750.00	\$ 330.00	\$ 1,980.00
612-30.00A	TRUCK OR TRAILER MOUNTED ATTENUATOR (TMA)	EACH	1.0	\$ 10,000.00	\$ 10,000.00	\$ 3,630.00	\$ 3,630.00	\$ 3,500.00	\$ 3,500.00	\$ 10,000.00	\$ 10,000.00	\$ 13,250.00	\$ 13,250.00
616-10.05	CONSTRUCTION SIGNS	SF	136.0	\$ 12.00	\$ 1,632.00	\$ 10.55	\$ 1,434.80	\$ 10.00	\$ 1,360.00	\$ 10.00	\$ 1,360.00	\$ 13.50	\$ 1,836.00
616-10.25	CHANNELIZER (TRIM LINE)	EACH	50.0	\$ 30.00	\$ 1,500.00	\$ 26.35	\$ 1,317.50	\$ 20.00	\$ 1,000.00	\$ 20.00	\$ 1,000.00	\$ 33.00	\$ 1,650.00
616-10.33	DIRECTION INDICATOR BARRICADE	EACH	12.0	\$ 75.00	\$ 900.00	\$ 205.30	\$ 2,463.60	\$ 30.00	\$ 360.00	\$ 30.00	\$ 360.00	\$ 275.00	\$ 3,300.00
619-00.00	MOBILIZATION	LS	1.0	\$ 125,000.00	\$ 125,000.00	\$ 85,410.00	\$ 85,410.00	\$ 50,000.00	\$ 50,000.00	\$ 103,250.00	\$ 103,250.00	\$ 192,000.00	\$ 192,000.00
627-10.00	DIAMOND GRINDING (CONCRETE PAVEMENT)	SY	15,026.7	\$ 7.00	\$ 105,186.90	\$ 8.30	\$ 124,721.61	\$ 7.85	\$ 117,959.60	\$ 7.85	\$ 117,959.60	\$ 8.92	\$ 134,038.16
627-40.00	CONTRACTOR FURNISHED SURVEYING AND STAKING	LS	1.0	\$ 15,000.00	\$ 15,000.00	\$ 3,284.25	\$ 3,284.25	\$ 15,000.00	\$ 15,000.00	\$ 4,250.00	\$ 4,250.00	\$ 5,500.00	\$ 5,500.00
806-45.08	INLET PROTECTION DEVICE, SINGLE UNIT - FILTER SOCK/ROLL	EACH	24.0	\$ 200.00	\$ 4,800.00	\$ 210.55	\$ 5,053.20	\$ 75.00	\$ 1,800.00	\$ 100.00	\$ 2,400.00	\$ 225.00	\$ 5,400.00
806-45.09	INLET PROTECTION DEVICE, DOUBLE UNIT - FILTER SOCK/ROLL	EACH	1.0	\$ 400.00	\$ 400.00	\$ 315.80	\$ 315.80	\$ 75.00	\$ 75.00	\$ 125.00	\$ 125.00	\$ 330.00	\$ 330.00
806-70.00	SILT FENCE	LF	399.0	\$ 4.00	\$ 1,596.00	\$ 5.00	\$ 1,995.00	\$ 6.00	\$ 2,394.00	\$ 4.50	\$ 1,795.50	\$ 5.00	\$ 1,995.00
903-50.04	TYPE SHR2L-1 SIGN	SF	102.0	\$ 100.00	\$ 10,200.00	\$ 78.95	\$ 8,052.90	\$ 12.00	\$ 1,224.00	\$ 75.00	\$ 7,650.00	\$ 108.31	\$ 11,047.62
608-60.05	CONCRETE SIDEWALK (5" THICK)	SY	20.9	\$ 100.00	\$ 2,090.00	\$ 102.60	\$ 2,144.34	\$ 250.00	\$ 5,225.00	\$ 117.00	\$ 2,445.30	\$ 104.26	\$ 2,179.03
608-60.07	CONCRETE SIDEWALK, CURB RAMP (7" THICK)	EACH	3.0	\$ 2,250.00	\$ 6,750.00	\$ 2,500.00	\$ 7,500.00	\$ 3,900.00	\$ 11,700.00	\$ 3,180.00	\$ 9,540.00	\$ 2,791.36	\$ 8,374.08
608-60.93	REMOVE AND REPLACE CONCRETE SIDEWALK, CURB RAMP	EACH	17.0	\$ 2,500.00	\$ 46,750.00	\$ 2,500.00	\$ 42,500.00	\$ 4,900.00	\$ 83,300.00	\$ 3,180.00	\$ 54,060.00	\$ 3,471.00	\$ 59,007.00
608-60.94	REMOVE AND REPLACE CONCRETE SIDEWALK (4" THICK)	SY	62.5	\$ 80.00	\$ 5,000.00	\$ 96.50	\$ 6,031.25	\$ 240.00	\$ 15,000.00	\$ 108.00	\$ 6,750.00	\$ 147.46	\$ 9,216.25
618-50.10	MUD JACKING (PORTLAND CEMENT - SIDEWALK)	SY	366.3	\$ 25.00	\$ 9,157.50	\$ 96.50	\$ 35,347.95	\$ 75.00	\$ 27,472.50	\$ 63.00	\$ 23,076.90	\$ 93.92	\$ 34,402.90
627-99.01	DIAMOND GRINDING (CONCRETE SIDEWALK)	SY	96.2	\$ 50.00	\$ 4,810.00	\$ 28.60	\$ 2,751.32	\$ 7.85	\$ 755.17	\$ 70.00	\$ 6,734.00	\$ 104.58	\$ 10,060.60
901-99.01	RECTANGULAR RAPID FLASHING BEACON PEDESTRIAN SYSTEM	EACH	4.0	\$ 8,000.00	\$ 32,000.00	\$ 10,278.95	\$ 41,115.80	\$ 9,765.00	\$ 39,060.00	\$ 9,765.00	\$ 39,060.00	\$ 8,807.00	\$ 35,228.00
803-20.000	STRIP SODDING	SY	100.0	\$ 20.00	\$ 2,000.00	\$ 36.85	\$ 3,685.00	\$ 35.00	\$ 3,500.00	\$ 35.00	\$ 3,500.00	\$ 250.00	\$ 25,000.00
621-99.01	TYPE A OR TYPE B EPOXY PAVEMENT MARKING - 4 IN. WHITE	LF	6,940.0	\$ 0.80	\$ 5,552.00	\$ 1.10	\$ 7,634.00	\$ 1.00	\$ 6,940.00	\$ 1.00	\$ 6,940.00	\$ 1.10	\$ 7,634.00
621-99.02	TYPE A OR TYPE B EPOXY PAVEMENT MARKING - 4 IN. YELLOW	LF	4,980.0	\$ 0.80	\$ 3,984.00	\$ 1.10	\$ 5,478.00	\$ 1.00	\$ 4,980.00	\$ 1.00	\$ 4,980.00	\$ 1.10	\$ 5,478.00
621-99.03	TYPE A OR TYPE B EPOXY PAVEMENT MARKING - 12 IN. WHITE	LF	430.0	\$ 12.00	\$ 5,160.00	\$ 10.55	\$ 4,536.50	\$ 10.00	\$ 4,300.00	\$ 10.00	\$ 4,300.00	\$ 11.01	\$ 4,734.30
621-99.04	TYPE A OR TYPE B EPOXY PAVEMENT MARKING - 24 IN. WHITE	LF	310.0	\$ 18.00	\$ 5,580.00	\$ 21.10	\$ 6,541.00	\$ 20.00	\$ 6,200.00	\$ 20.00	\$ 6,200.00	\$ 22.02	\$ 6,826.20
621-99.05	TYPE A OR TYPE B EPOXY PAVEMENT MARKING - 24 IN. YELLOW	LF	110.0	\$ 18.00	\$ 1,980.00	\$ 21.10	\$ 2,321.00	\$ 20.00	\$ 2,200.00	\$ 20.00	\$ 2,200.00	\$ 22.02	\$ 2,422.20
621-99.06	TYPE A OR TYPE B EPOXY PAVEMENT MARKING - RIGHT ARROW	EACH	4.0	\$ 350.00	\$ 1,400.00	\$ 210.55	\$ 842.20	\$ 200.00	\$ 800.00	\$ 200.00	\$ 800.00	\$ 220.18	\$ 880.72
621-99.07	TYPE A OR TYPE B EPOXY PAVEMENT MARKING - LEFT ARROW	EACH	7.0	\$ 350.00	\$ 2,450.00	\$ 210.55	\$ 1,473.85	\$ 200.00	\$ 1,400.00	\$ 200.00	\$ 1,400.00	\$ 220.17	\$ 1,541.19
621-99.08	TYPE A OR TYPE B EPOXY PAVEMENT MARKING - STRAIGHT-LEFT ARROW	EACH	2.0	\$ 500.00	\$ 1,000.00	\$ 368.45	\$ 736.90	\$ 350.00	\$ 700.00	\$ 350.00	\$ 700.00	\$ 385.31	\$ 770.62
621-99.09	TYPE A OR TYPE B EPOXY PAVEMENT MARKING - WORD (STOP)	EACH	5.0	\$ 500.00	\$ 2,500.00	\$ 263.20	\$ 1,316.00	\$ 250.00	\$ 1,250.00	\$ 250.00	\$ 1,250.00	\$ 275.22	\$ 1,376.10
616-99.01	TRAFFIC CONTROL (NEW BALLAS & CITY PLACE INTERSECTION)	LS	1.0	\$ 1,500.00	\$ 1,500.00	\$ 2,175.00	\$ 2,175.00	\$ 12,500.00	\$ 12,500.00	\$ 7,500.00	\$ 7,500.00	\$ 28,000.00	\$ 28,000.00
902-02.13	SIGNAL HEAD, TYPE 3S, LED	EACH	1.0	\$ 1,500.00	\$ 1,500.00	\$ 1,647.40	\$ 1,647.40	\$ 1,565.00	\$ 1,565.00	\$ 1,565.00	\$ 1,565.00	\$ 1,100.00	\$ 1,100.00
902-05.13	SIGNAL HEAD, TYPE 3B, LED	EACH	1.0	\$ 1,800.00	\$ 1,800.00	\$ 2,210.55	\$ 2,210.55	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	\$ 1,454.00	\$ 1,454.00
902-08.11	SIGNAL HEAD, TYPE 1S, PEDESTRIAN	EACH	4.0	\$ 1,100.00	\$ 4,400.00	\$ 921.10	\$ 3,684.40	\$ 875.00	\$ 3,500.00	\$ 875.00	\$ 3,500.00	\$ 945.00	\$ 3,780.00
902-08.33	SH-FLAT SHEET - SIGNAL SIGN	SF	15.8	\$ 35.00	\$ 553.00	\$ 44.25	\$ 699.15	\$ 42.00	\$ 663.60	\$ 42.00	\$ 663.60	\$ 72.00	\$ 1,137.60
902-08.34	SIGN HARDWARE	EACH	8.0	\$ 25.00	\$ 200.00	\$ 126.35	\$ 1,010.80	\$ 120.00	\$ 960.00	\$ 120.00	\$ 960.00	\$ 358.00	\$ 2,864.00
902-27.15	SIGNAL POST, 15 FT. (POWDER COATED BRONZE)	EACH	1.0	\$ 1,500.00	\$ 1,500.00	\$ 2,400.00	\$ 2,400.00	\$ 2,280.00	\$ 2,280.00	\$ 2,280.00	\$ 2,280.00	\$ 2,312.00	\$ 2,312.00
902-49.75	VIDEO DETECTION SYSTEM	EACH	1.0	\$ 40,000.00	\$ 40,000.00	\$ 35,789.50	\$ 35,789.50	\$ 34,000.00	\$ 34,000.00	\$ 34,000.00	\$ 34,000.00	\$ 35,225.00	\$ 35,225.00
902-52.00	CONDUIT, 2" TRENCH	LF	29.0	\$ 20.00	\$ 580.00	\$ 28.20	\$ 817.80	\$ 26.75	\$ 775.75	\$ 26.75	\$ 775.75	\$ 27.52	\$ 798.08
902-53.00	CONDUIT, 3" TRENCH	LF	26.0	\$ 30.00	\$ 780.00	\$ 30.80	\$ 800.80	\$ 29.75	\$ 773.50	\$ 29.25	\$ 760.50	\$ 33.03	\$ 858.78
902-83.10	CABLE, 16 AWG 5 CONDUCTOR	LF	700.0	\$ 2.50	\$ 1,750.00	\$ 3.00	\$ 2,100.00	\$ 2.85	\$ 1,995.00	\$ 2.85	\$ 1,995.00	\$ 1.49	\$ 1,043.00
902-83.11	CABLE, 16 AWG 7 CONDUCTOR	LF	210.0	\$ 2.75	\$ 577.50	\$ 3.50	\$ 735.00	\$ 3.30	\$ 693.00	\$ 3.30	\$ 693.00	\$ 1.60	\$ 336.00
902-91.00	BASE, CONCRETE	CY	0.7	\$ 2,500.00	\$ 1,750.00	\$ 8,805.30	\$ 6,163.71	\$ 8,365.00	\$ 5,855.50	\$ 8,365.00	\$ 5,855.50	\$ 3,750.00	\$ 2,625.00
902-99.02	DRILL PULLBOX & ATG	EACH	3.0	\$ 500.00	\$ 1,500.00	\$ 347.40	\$ 1,042.20	\$ 330.00	\$ 990.00	\$ 330.00	\$ 990.00	\$ 770.00	\$ 2,310.00
902-99.02	PUSHBUTTON POST (POWDER COATED BRONZE)	EACH	2.0	\$ 1,750.00	\$ 3,500.00	\$ 1,336.85	\$ 2,673.70	\$ 1,270.00	\$ 2,540.00	\$ 1,270.00	\$ 2,540.00	\$ 1,055.00	\$ 2,110.00
902-99.02	MODIFY SIGNAL CABINET	EACH	1.0	\$ 2,500.00	\$ 2,500.00	\$ 4,994.75	\$ 4,994.75	\$ 4,745.00	\$ 4,745.00	\$ 4,745.00	\$ 4,745.00	\$ 5,284.00	\$ 5,284.00
902-99.02	APS SYSTEM	EACH	1.0	\$ 8,000.00	\$ 8,000.00	\$ 4,584.25	\$ 4,584.25	\$ 4,355.00	\$ 4,355.00	\$ 4,355.00	\$ 4,355.00	\$ 4,995.00	\$ 4,995.00
904-85.05	CABLE, DETECTOR LOOP, #14 GAUGE, 1 CONDUCTOR W/TUBE JACKED (	LF	56.0	\$ 3.00	\$ 168.00	\$ 0.35	\$ 19.60	\$ 0.30	\$ 16.80	\$ 0.30	\$ 16.80	\$ 4.40	\$ 246.40
904-85.06	CABLE, DETECTOR LOOP, #14 GAUGE, 1 CONDUCTOR W/TUBE JACKED (	LF	192.0	\$ 8.00	\$ 1,536.00	\$ 20.75	\$ 3,984.00	\$ 19.70	\$ 3,782.40	\$ 19.70	\$ 3,782.40	\$ 7.71	\$ 1,480.32
902-99.02	ILLUMINATED STREET NAME SIGN	EACH	3.0	\$ 5,500.00	\$ 16,500.00	\$ 4,300.00	\$ 12,900.00	\$ 4,085.00	\$ 12,255.00	\$ 4,085.00	\$ 12,255.00	\$ 4,200.00	\$ 12,600.00
Total Bid:				Engineer's Estimate		SWEETENS CONCRETE SERVICES		M&H CONCRETE CONTRACTORS, INC.		LAMKE TRENCHING & EXCAVATING		KEELEY CONSTRUCTION GROUP, INC.	
				\$ 1,366,158.40		\$ 1,160,688.34		\$ 1,244,370.22		\$ 1,338,699.45		\$ 1,417,804.26	

Denotes discrepancy between price written in word and numbers. Price written in words shown.

Denotes calculation error. Corrected value shown.



BID TABULATION

NEW BALLAS ROAD IMPROVEMENT PROJECT - PHASE 1 STP-5561(611)

City of Creve Coeur, Missouri

Bids opened: 10:00 a.m. Thursday, December 7, 2023

Item Number	Item	Unit	Contract Quantity	SPENCER CONTRACTING COMPANY	
				Unit Bid Price	Item Subtotal
201-20.10	CLEARING AND GRUBBING	LS	1.0	\$ 20,000.00	\$ 20,000.00
202-20.10	REMOVAL OF IMPROVEMENTS	LS	1.0	\$ 36,500.00	\$ 36,500.00
502-11.67	REMOVE AND REPLACE CONCRETE PAVEMENT (8" NON-REINFORCED)	SY	1,992.7	\$ 123.50	\$ 246,098.45
502-11.78	REMOVE AND REPLACE CONCRETE PAVEMENT (8" NON-REINFORCED), I	SY	3,846.5	\$ 134.00	\$ 515,431.00
604-80.12	SLOTTED DRAIN (12")	LF	80.0	\$ 150.00	\$ 12,000.00
606-30.85	TYPE A CRASHWORTHY END TERMINAL (50.0' FT LENGTH MASH TL-3)	EACH	1.0	\$ 5,175.00	\$ 5,175.00
607-99.03	REMOVAL AND RELOCATION OF SIGN	EACH	2.0	\$ 1,380.00	\$ 2,760.00
608-51.97	REMOVE AND REPLACE PAVED DRIVEWAY APPROACH (8"), VERY EARLY	SY	531.2	\$ 175.00	\$ 92,960.00
612-10.30	MOVEABLE BARRICADES (STANDARD)	EACH	6.0	\$ 189.00	\$ 1,134.00
612-30.00A	TRUCK OR TRAILER MOUNTED ATTENUATOR (TMA)	EACH	1.0	\$ 12,075.00	\$ 12,075.00
616-10.05	CONSTRUCTION SIGNS	SF	136.0	\$ 13.80	\$ 1,876.80
616-10.25	CHANNELIZER (TRIM LINE)	EACH	50.0	\$ 27.60	\$ 1,380.00
616-10.33	DIRECTION INDICATOR BARRICADE	EACH	12.0	\$ 74.75	\$ 897.00
619-00.00	MOBILIZATION	LS	1.0	\$ 137,000.00	\$ 137,000.00
627-10.00	DIAMOND GRINDING (CONCRETE PAVEMENT)	SY	15,026.7	\$ 9.00	\$ 135,240.30
627-40.00	CONTRACTOR FURNISHED SURVEYING AND STAKING	LS	1.0	\$ 3,588.00	\$ 3,588.00
806-45.08	INLET PROTECTION DEVICE, SINGLE UNIT - FILTER SOCK/ROLL	EACH	24.0	\$ 115.00	\$ 2,760.00
806-45.09	INLET PROTECTION DEVICE, DOUBLE UNIT - FILTER SOCK/ROLL	EACH	1.0	\$ 230.00	\$ 230.00
806-70.00	SILT FENCE	LF	399.0	\$ 11.50	\$ 4,588.50
903-50.04	TYPE SHR2L-1 SIGN	SF	102.0	\$ 86.25	\$ 8,797.50
608-60.05	CONCRETE SIDEWALK (5" THICK)	SY	20.9	\$ 155.00	\$ 3,239.50
608-60.07	CONCRETE SIDEWALK, CURB RAMP (7" THICK)	EACH	3.0	\$ 2,645.00	\$ 7,935.00
608-60.93	REMOVE AND REPLACE CONCRETE SIDEWALK, CURB RAMP	EACH	17.0	\$ 2,645.00	\$ 44,965.00
608-60.94	REMOVE AND REPLACE CONCRETE SIDEWALK (4" THICK)	SY	62.5	\$ 155.00	\$ 9,687.50
618-50.10	MUD JACKING (PORTLAND CEMENT - SIDEWALK)	SY	366.3	\$ 155.00	\$ 56,776.50
627-99.01	DIAMOND GRINDING (CONCRETE SIDEWALK)	SY	96.2	\$ 155.00	\$ 14,911.00
901-99.01	RECTANGULAR RAPID FLASHING BEACON PEDESTRIAN SYSTEM	EACH	4.0	\$ 9,200.00	\$ 36,800.00
803-20.000	STRIP SODDING	SY	100.0	\$ 23.00	\$ 2,300.00
621-99.01	TYPE A OR TYPE B EPOXY PAVEMENT MARKING - 4 IN. WHITE	LF	6,940.0	\$ 1.15	\$ 7,981.00
621-99.02	TYPE A OR TYPE B EPOXY PAVEMENT MARKING - 4 IN. YELLOW	LF	4,980.0	\$ 1.15	\$ 5,727.00
621-99.03	TYPE A OR TYPE B EPOXY PAVEMENT MARKING - 12 IN. WHITE	LF	430.0	\$ 11.50	\$ 4,945.00
621-99.04	TYPE A OR TYPE B EPOXY PAVEMENT MARKING - 24 IN. WHITE	LF	310.0	\$ 23.00	\$ 7,130.00
621-99.05	TYPE A OR TYPE B EPOXY PAVEMENT MARKING - 24 IN. YELLOW	LF	110.0	\$ 23.00	\$ 2,530.00
621-99.06	TYPE A OR TYPE B EPOXY PAVEMENT MARKING - RIGHT ARROW	EACH	4.0	\$ 230.00	\$ 920.00
621-99.07	TYPE A OR TYPE B EPOXY PAVEMENT MARKING - LEFT ARROW	EACH	7.0	\$ 230.00	\$ 1,610.00
621-99.08	TYPE A OR TYPE B EPOXY PAVEMENT MARKING - STRAIGHT-LEFT ARRO	EACH	2.0	\$ 400.00	\$ 800.00
621-99.09	TYPE A OR TYPE B EPOXY PAVEMENT MARKING - WORD (STOP)	EACH	5.0	\$ 287.00	\$ 1,435.00
616-99.01	TRAFFIC CONTROL (NEW BALLAS & CITY PLACE INTERSECTION)	LS	1.0	\$ 5,000.00	\$ 5,000.00
902-02.13	SIGNAL HEAD, TYPE 3S, LED	EACH	1.0	\$ 1,150.00	\$ 1,150.00
902-05.13	SIGNAL HEAD, TYPE 3B, LED	EACH	1.0	\$ 1,520.00	\$ 1,520.00
902-08.11	SIGNAL HEAD, TYPE 1S, PEDESTRIAN	EACH	4.0	\$ 986.00	\$ 3,944.00
902-08.33	SH-FLAT SHEET, SIGNAL SIGN	SF	15.8	\$ 75.00	\$ 1,185.00
902-08.34	SIGN HARDWARE	EACH	8.0	\$ 375.00	\$ 3,000.00
902-27.15	SIGNAL POST, 15 FT. (POWDER COATED BRONZE)	EACH	1.0	\$ 2,415.00	\$ 2,415.00
902-49.75	VIDEO DETECTION SYSTEM	EACH	1.0	\$ 36,800.00	\$ 36,800.00
902-52.00	CONDUIT, 2" TRENCH	LF	29.0	\$ 30.00	\$ 870.00
902-53.00	CONDUIT, 3" TRENCH	LF	26.0	\$ 35.00	\$ 910.00
902-83.10	CABLE, 16 AWG 5 CONDUCTOR	LF	700.0	\$ 1.55	\$ 1,085.00
902-83.11	CABLE, 16 AWG 7 CONDUCTOR	LF	210.0	\$ 1.66	\$ 348.60
902-91.00	BASE, CONCRETE	CY	0.7	\$ 4,000.00	\$ 2,800.00
902-99.02	DRILL PULLBOX & ATG	EACH	3.0	\$ 800.00	\$ 2,400.00
902-99.02	PUSHBUTTON POST (POWDER COATED BRONZE)	EACH	2.0	\$ 1,100.00	\$ 2,200.00
902-99.02	MODIFY SIGNAL CABINET	EACH	1.0	\$ 5,520.00	\$ 5,520.00
902-99.02	APS SYSTEM	EACH	1.0	\$ 5,200.00	\$ 5,200.00
904-85.05	CABLE, DETECTOR LOOP, #14 GAUGE, 1 CONDUCTOR W/TUBE JACKED (	LF	56.0	\$ 4.60	\$ 257.60
904-85.06	CABLE, DETECTOR LOOP, #14 GAUGE, 1 CONDUCTOR W/TUBE JACKED (	LF	192.0	\$ 8.00	\$ 1,536.00
902-99.02	ILLUMINATED STREET NAME SIGN	EACH	3.0	\$ 4,400.00	\$ 13,200.00

Total Bid:

SPENCER CONTRACTING COMPANY
\$ 1,541,525.25

Denotes discrepancy between price written in word and numbers. Price written in words shown.

Denotes calculation error. Corrected value shown.



Kevin Mulligan <kmulligan@crevecoeurmo.gov>

Concurrence in Award STP-5561(611)

1 message

Ashley M. Fick <Ashley.Fick@modot.mo.gov>

Thu, Dec 28, 2023 at

To: "kmulligan@crevecoeurmo.gov" <kmulligan@crevecoeurmo.gov>

Cc: "William F. Gabler" <William.Gabler@modot.mo.gov>, LPA_SL_Group <LPASLGroup@modot.mo.gov>, "Andrew C. Hanks" <Andrew.Hanks@modot.mo.gov>, "Ashley M. Buechter" <Ashley.Buechter@modot.mo.gov>

Missouri Department of Transportation*Patrick K. McKenna, Director*

105 West Capitol Avenue
P.O. Box 270
Jefferson City, Missouri 65102

1.888.ASK MODOT (275.6636)

12/22/2023

City of Creve Coeur
Kevin Mulligan

Re: Concurrence in Award
STP-5561(611)
[New Ballas Road](#) Improvement Project - Phase 1

Dear Kevin Mulligan

The Missouri Department of Transportation (MoDOT) concurs with the recommendation to award this project to Sweetens Concrete Services, with a low bid of \$1,160,688.34. MoDOT's External Civil Rights approved the DBE participation submitted by the awarded bidder to fulfill the DBE Goal of 12%.

After executing the contract, please submit an electronic copy of the following documents to your MoDOT district representative.

Final Plans Package given to Bidders (include all addenda that were issued)
Fully Executed Contract
Payment Bond, Performance Bond
Insurance Certificate
Signed Worker Eligibility Verification Affidavit
Signed E-Verify Memorandum of Understanding (MOU)
Certification Regarding Affirmative Action signed by prime contractor (only if NOT utilizing [MoDOT's Federal Project Bid Proposal Boilerplate](#))

MoDOT will grant the authority to issue the Notice To Proceed after these documents have been reviewed. The fully executed contract must be the same version that was shown in the bid proposal and must include all signatures, etc.

The itemized proposal is used in preparing a formal project agreement with FHWA. Upon FHWA's approval, a copy of the summary of estimated cost will be furnished for your use. You will then be able to submit invoices for reimbursement.

Please contact your MoDOT district representative at <https://www.modot.org/contact-modot-lpa>, to coordinate the scheduling of a pre-construction conference or if you have any questions regarding the required submittals.

Sincerely,

Ashley Buechter, P.E.
Assistant State Design Engineer - LPA
(573)526-6997

Please do not respond to this automated email. Forward the email, with your questions or concerns to your MoDOT district representative or to LPASubmit@modot.mo.gov

RESOLUTION NO. 1700

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AUTHORIZING THE EXECUTION OF A CONTRACT WITH HORNER & SHIFRIN, INC. FOR ENGINEERING SERVICES RELATED TO THE NEW BALLAS ROAD IMPROVEMENT PROJECT PHASE 2 FOR THE NOT-TO-EXCEED AMOUNT OF \$148,160.00.

WHEREAS, the City of Creve Coeur strives to provide safe infrastructure for the use and enjoyment of the public;

WHEREAS, the City has been awarded a federal Surface Transportation Program grant to assist with the construction costs associated with roadway, sidewalk, and bus stop improvements to South New Ballas Road between Ladue Road and Conway Road (the Project);

WHEREAS, the design team of Horner & Shifrin, Inc. has designed multiple successful projects on New Ballas Road in recent years and was determined by City staff to be the best-qualified team to complete the necessary design services;

WHEREAS, City staff recommends that the City retain the services of Horner & Shifrin, Inc. based upon their qualifications and their record of quality service to the City.

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

Section 1. The Contract between Horner & Shifrin, Inc., and the City regarding the New Ballas Road Improvements Project Phase 2, attached hereto as "Agreement Between Owner and Engineer for Professional Services" and referred to herein as "Exhibit A," with a not-to-exceed sum of \$148,160.00, is hereby approved and the City Administrator is hereby authorized and directed to enter into and execute that Contract. The Contract as executed shall be in substantially the form of "Exhibit A," with such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Resolution. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient, or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the Contract.

ADOPTED THIS 8TH DAY OF JANUARY, 2024.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE
CITY CLERK

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between **City of Creve Coeur** (Owner) and **Horner & Shifrin, Inc.** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **New Ballas Road Improvements - Phase II** (Project). Engineer's services under this Agreement (Services) are generally identified as **pavement resurfacing, replacement of deteriorated curb, bus stop improvements, and sidewalk accessibility updates**.

Owner and Engineer further agree as follows:

1.01 Services of Engineer

- A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.

2.01 Owner's Responsibilities

- A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.
 - 1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.
- B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

3.01 Schedule for Rendering Services

- A. Engineer shall complete its Services within the following specific time period: **30 months**. If no specific time period is indicated, Engineer shall complete its Services within a commercially reasonable period of time.
- B. If, through no fault of Engineer, 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. Startup Delays

1. This Agreement was developed with an anticipated start date of 1/22/2024. The Engineer developed the project schedule based on the anticipated start date and having personnel available to begin the project according to the project schedule. Should, through no fault of the Engineer, the project start date be delayed more than 90 days or experience a delay during the course of the project of greater than 90 days, the Engineer shall be entitled to amend the contract fee accordingly. The start date is defined as the date the Client provides a written notice to proceed to the Engineer, and the Engineer is not restricted by the Client in performing the work as outlined in the project schedule. The Engineer shall also be permitted to update the project schedule to account for the startup delay, which due to personnel availability and other project commitments at the time of receiving a delayed notice to proceed of more than 90 days, may require a change in the schedule of greater than the actual delay experienced including a change in the completion date, as well as different personnel being assigned to the project.

4.01 Invoices and Payments

- A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the 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; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.
- D. Reimbursable Expenses: Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project.
- E. Basis of Payment
 1. Hourly Rates. Owner shall pay Engineer for Services as follows:
 - a. An amount equal to the cumulative hours charged to the Project by Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services.

- b. Engineer's Standard Hourly Rates are attached as Appendix 1.
- c. The total compensation for Services and reimbursement of expenses is estimated to be **\$148,160**.

F. Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates are attached as Appendix 1.

G. Rate Changes

- 1. The Engineer shall be permitted to update billing rates on January 1 and July 1 of each calendar year.

5.01 Termination

A. Termination for Cause

- 1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 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 will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- 2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.
- 3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.

C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment,

Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.

1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive 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 subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

6.01 General Considerations

- A. 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 any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer 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.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity 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, then Owner agrees to obtain an independent cost estimate.

- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable 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 subconsultants;
 - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants 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.
- G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, 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 this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is less.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent 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 such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the laws of the state of Missouri.
- L. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

7.01 Definitions

- A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Successors, Assigns, and Beneficiaries

- A. Successors and Assigns
 - 1. 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 8.01.A.2 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.
 - 2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated 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.
- B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any

Constructor, other third-party individual or entity, or to any surety for or employee of any of them. 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.

9.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), 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.

Attachments: Appendix 1, Engineer's Standard Hourly Rates

This Agreement's Effective Date is _____.

Owner:

City of Creve Coeur

(name of organization)

By:

(authorized individual's signature)

Date:

(date signed)

Name:

Mark Perkins

(typed or printed)

Title:

City Administrator

(typed or printed)

Address for giving notices:

300 N. New Ballas Road

Creve Coeur, MO 63141

Designated Representative:

Name:

Kevin Mulligan

(typed or printed)

Title:

Civil Engineer

(typed or printed)

Address:

300 N. New Ballas Road

Creve Coeur, MO 63141

Phone:

314-442-2067

Email:

kmulligan@crevecoeurmo.gov

Engineer:

Horner & Shifrin, Inc.

(name of organization)

By:

(authorized individual's signature)

Date:

12/21/23

(date signed)

Name:

Jarrett Jasper

(typed or printed)

Title:

Senior Vice-President

(typed or printed)

Address for giving notices:

401 South 18th Street, Suite 400

St. Louis, MO 63103

Designated Representative:

Name:

Dave Riechmann

(typed or printed)

Title:

Project Manager

(typed or printed)

Address:

401 South 18th Street, Suite 400

St. Louis, MO 63103

Phone:

314-335-8665

Email:

drriechmann@hornersshifrin.com

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated **12/22/23**.

ENGINEER'S STANDARD HOURLY RATES

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 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 Paragraph 4.01 and are subject to annual review and adjustment.

B. Schedule of Hourly Rates: .

Billing Class	Rate
Project Manager	\$ 190/hour
Sr. Project Engineer	\$ 160/hour
Design Engineer	\$ 135/hour
Signal Engineer	\$ 195/hour
QA/QC	\$ 260/hour
Licensed Surveyor	\$ 158/hour
Survey Tech.	\$ 120/hour
Survey 2-Person Crew	\$ 175/hour

Subject:	South New Ballas Road Improvements - Phase 2	
Job No.:	P230598	
File:		
By:	DRR/SRB	Date: December 14, 2023



South New Ballas Road Improvements - Phase 2
City of Creve Coeur, MO

SCOPE OF SERVICES & ESTIMATE OF COST

TASK	Project Manager	Sr. Project Engineer	Design Engineer	Signal	QA/QC	Licensed Surveyor	Survey Technician	Survey 2-Person Crew	Hours	Cost
Hourly Rate =	\$190	\$160	\$135	\$195	\$260	\$158	\$120	\$175	Total	Total
PROJECT MANAGEMENT										
Project Management	32				2				34	\$6,600
Project Administration/Invoicing	16				2				18	\$3,560
Meetings with City (2)	6	6			3				15	\$2,880
									67	\$13,040
PRELIMINARY PLANS										
<i>SITE VISITS:</i>										
Investigate Roadway Pavement & Curb For Repair Locations		8	8						16	\$2,360
Investigate Sidewalks, Curb Ramps, Entrances, & Bus Stops for PROWAG Compliance		8	8						16	\$2,360
<i>PRELIMINARY DESIGN:</i>										
Right-Of-Entry Agreement Letters to Property Owners	0.5	2	4						6.5	\$955
Coordination with Survey	2	4							6	\$1,020
Mill and Overlay Limits	0.5	2	4						6.5	\$955
Establish Pavement and Curb Improvement Locations	0.5	2	8						10.5	\$1,495
Establish Entrance Improvement Limits	0.5	2	8						10.5	\$1,495
Preliminary Sidewalk and Curb Ramp Design	0.5	8	20						28.5	\$4,075
Preliminary Easement Layout	0.5	2	4						6.5	\$955
Preliminary Layout of New Bus Stop & Pedestrian Signal	1	4	4		12				21	\$3,710
Preliminary Layout of Updated Bus Stops with Pads (2)	1	4	8		1				14	\$2,105
Disturbed Area Calculations		1	2						3	\$430
Preliminary Entrance Profiles (as needed)	0.5	4	8						12.5	\$1,815
Utility Coordination	1	2	12						15	\$2,130
Metro Coordination	2	4	4						10	\$1,560
St. Louis County Coordination (Pavement Cores)	0.5	2	4						6.5	\$955
Pavement Core Evaluation	1	2							3	\$510
Preliminary Plan Quantity Takeoff	0.5	4	8						12.5	\$1,815
Preliminary Plan Construction Cost Estimate	1	4							5	\$830
<i>PRELIMINARY PLAN DRAWINGS:</i>										
Title Sheet		1	2						3	\$430
Legend & General Notes		0.5	2						2.5	\$350
Typical Sections	0.5	4	8						12.5	\$1,815
Plan Sheets (20 Scale)	1	12	24						37	\$5,350
Disturbance Sheets	0.5	2	4						6.5	\$955
<i>SUBMITTALS:</i>										
NEPA - Submit Request for Environmental Review (RER)	1.5	2	6						9.5	\$1,415
NEPA - Threatened & Endangered Species	0.5	2	6						8.5	\$1,225
NEPA - SHPO	0.5	1	6						7.5	\$1,065
Initial MSD Submittal	1	4	8						13	\$1,910
Address MSD Comments	0.5	2	4						6.5	\$955
Preliminary Plans Submittal (MoDOT & City)	0.5	2	4						6.5	\$955
Address MoDOT LPA Comments	0.5	1	4						5.5	\$795
Address City Comments	0.5	1	2						3.5	\$525
<i>QC/QA:</i>										
Design Review	4	2			4				10	\$2,120
Revisions		2	4						6	\$860
									347.5	\$52,255

Subject:	South New Ballas Road Improvements - Phase 2	
Job No.:	P230598	
File:		
By:	DRR/SRB	Date: December 14, 2023



South New Ballas Road Improvements - Phase 2
City of Creve Coeur, MO

SCOPE OF SERVICES & ESTIMATE OF COST

TASK	Project Manager	Sr. Project Engineer	Design Engineer	Signal	QA/QC	Licensed Surveyor	Survey Technician	Survey 2-Person Crew	Hours	Cost
ROW PLANS										
<i>ROW DESIGN:</i>										
Determine R/W & Easement Limits & Areas	0.5	4	8	1					13.5	\$2,010
Coordinate with Survey/City on Westwood Annex	4	4	2						10	\$1,670
<i>ROW PLAN DRAWINGS:</i>										
Title Sheet		0.5	1						1.5	\$215
Coordinate Points & Reference Points Sheet	0.5	1	4						5.5	\$795
Plan Sheets (20 Scale)	0.5	4	8						12.5	\$1,815
Annexation Exhibits (as needed)	0.5	2	8						10.5	\$1,495
<i>ROW DOCUMENTS:</i>										
Temporary Easement Plats (5 parcels)	0.5	2	12						14.5	\$2,035
Permanent Sidewalk/ROW Easement Plats & Legals (2 parcels)	0.5	2	8						10.5	\$1,495
<i>SUBMITTALS:</i>										
Submit ROW Plans for Review (MoDOT & City)		0.5	2						2.5	\$350
Address MoDOT LPA Comments	0.5	1	4						5.5	\$795
Address City Comments	0.5	1	2						3.5	\$525
<i>QC/QA:</i>										
Design Review	4				2				6	\$1,280
Revisions		1	2						3	\$430
									99	\$14,910
FINAL PLANS AND SPECIFICATIONS										
<i>SITE VISITS:</i>										
Final Site Visit		4	4						8	\$1,180
<i>FINAL DESIGN:</i>										
Mill and Overlay Limits		1	2						3	\$430
Finalize Pavement and Curb Improvement Locations	0.5	2	6						8.5	\$1,225
Finalize Entrance Improvement Design	0.5	2	6						8.5	\$1,225
Finalize Sidewalk and Curb Ramp Design	0.5	4	16						20.5	\$2,895
Final Design of Bus Stops	0.5	2	4						6.5	\$955
Final Design of Pedestrian Signal	0.5	4		4					8.5	\$1,515
Pavement Marking Layout and Design	0.5	2	8						10.5	\$1,495
Entrance Profiles (as needed)	0.5	2	4						6.5	\$955
Erosion Control Plan	0.5	1	4						5.5	\$795
Traffic Control Plan	1	8	12						21	\$3,090
Utility Coordination	0.5	4	8						12.5	\$1,815
Final Plan Quantity Takeoff	1	4	12						17	\$2,450
Final Plan Construction Cost Estimate	1	4							5	\$830
<i>FINAL PLAN DRAWINGS:</i>										
Title Sheet		0.5	0.5						1	\$148
Legend & General Notes		0.5	1						1.5	\$215
Summary of Quantities "A" Sheet	0.5	1	4						5.5	\$795
Summary of Quantities "B" Sheet	0.5	2	8						10.5	\$1,495
Typical Sections	0.5	1	2						3.5	\$525
Plan Sheets (20 Scale)	0.5	8	16						24.5	\$3,535
Pavement Markings Plans	0.5	2	8						10.5	\$1,495
Erosion Control Plans	0.5	2	4						6.5	\$955
Traffic Control Plans	1	4	16						21	\$2,990
Pedestrian Signal Plan Layout	1	2	4	4					11	\$1,830
Entrance Profile Sheets (as needed)	0.5	2	4						6.5	\$955
Standard & Special Details	1	2	4						7	\$1,050
<i>SPECIFICATIONS:</i>										
Job Special Provisions	2	8							10	\$1,660

Subject:	South New Ballas Road Improvements - Phase 2	
Job No.:	P230598	
File:		
By:	DRR/SRB	Date: December 14, 2023



South New Ballas Road Improvements - Phase 2
City of Creve Coeur, MO

SCOPE OF SERVICES & ESTIMATE OF COST

TASK	Project Manager	Sr. Project Engineer	Design Engineer	Signal	QA/QC	Licensed Surveyor	Survey Technician	Survey 2-Person Crew	Hours	Cost
SUBMITTALS:										
MSD Coordination & Submittal	0.5	2	2						4.5	\$685
Submit 90% Draft Plans for Review (City)	0.5	2	4						6.5	\$955
Address Review Comments from City	1	2	4						7	\$1,050
Submit Draft PS&E for Review (MoDOT)	0.5	1	2						3.5	\$525
Address MoDOT LPA Comments	1	2	4						7	\$1,050
Submit Final PS&E to MoDOT & City	0.5	1	2						3.5	\$525
QC/QA:										
Design Review	4	2			4				10	\$2,120
Revisions		2	4						6	\$860
									308.5	\$46,273
SURVEY										
ROW/PROPERTY LINES										
Deed(7), Plat (6), Research							2		2	\$240
Field Recon (+/-60), locate Property Corners								27	27	\$4,725
Set Control Points (Horizontal & Vertical) (3pt ties) (Co. Transportation Benchmark) +/- 12								13	13	\$2,275
Calculate and Resolve Best Fit ROW and Property Lines							16		16	\$1,920
PLS Review						6			6	\$948
TOPOGRAPHIC SURVEY										
Utility Research/Missouri One Call							2		2	\$240
Field Topo of Entrances & Drives (9)								20	20	\$3,500
Draft Topo and ROW/Property Lines							16		16	\$1,920
PLS Review						4			4	\$632
Annexation Description							6		6	\$720
DELIVERABLES										
Check, Sign, and Seal Deliverables						8			8	\$1,264
									120	\$18,384
REIMBURSABLES										
Travel for Engineering & Surveying (300 miles x \$0.66/mile)										\$198
Informational Title Reports (\$500/report) (Assume 6)										\$3,000
Printing										\$100
										\$3,298
TOTAL	115	229.5	438.5	22	17	18	42	60	942	\$148,160

Notes:

Phase 2 project limits are from ~100' north of Conway Road to ~100' south of Ladue Road. MoDOT & STL County limits will not be impacted and coordination will not be required.

Topographic survey for entire limits will not be provided; survey will be completed for intersections, crossings.

General traffic & pedestrian control plans will be developed.

Utility coordination will include contacting local utility companies to determine location of existing facilities. Relocation of utilities is not anticipated or included in the design.

Utility coordination meetings will not be conducted for the project.

MSD water quality will not be required or provided.

Landscaping disturbed during construction will be replaced by the Contractor; landscaping design is not included in the engineering scope of services.

Street lighting improvements are not included.

NEPA (Environmental) approval will be processed through the Request for Environmental Review (RER) system.

NEPA Documentation includes the RER, Section 106, T&E, and associated exhibits and coordination.

JSP's to be provided, City to complete front-end contract documents and LPA checklist.

Attendance at public or council meetings will not be required.

Deliverables to the City, including bid documents, will be in PDF format.

Property acquisition to be conducted by the City.

Construction services will not be provided by Horner & Shifrin, all construction related work will be the responsibility of the City.

Bike facility design is not included.



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: December 28, 2023

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works
Steve Berez, P.E., City Engineer

FROM: Kevin Mulligan, P.E., Civil Engineer

SUBJECT: Recommendation for Design Services Agreement
New Ballas Road Phase 2 Improvements Project

The City has been awarded a federal grant to assist with the construction of improvements to South New Ballas Road from Conway Road to Ladue Road, which is considered to be the second of potentially four phases of improvements to New Ballas Road. City staff recommends that the City hire Horner & Shifrin, Inc. to complete the design services required for this project. Horner & Shifrin has been the design consultant for all of the recent projects on New Ballas Road.

New Ballas Road Phase 2 Improvements Project

New Ballas Road is the longest and most heavily used street that the City maintains. Improvements to New Ballas Road have been divided into phases in order to make each project more manageable and to make each project more attractive for grant funding. The tentative limits of each phase of improvements to New Ballas Road are:

- Phase 1: Olive Boulevard to Craig Road (Construction to begin Spring 2024)
- Phase 2: Conway Road to Ladue Road
- Phase 3: Ladue Road to Magna Carta Drive
- Phase 4: Magna Carta Drive to Olive Boulevard

The scope of work envisioned for the Phase 2 project includes resurfacing of the asphalt pavement, repairs to broken and damaged curbs, bus stop improvements, and sidewalk accessibility updates. The goal of the project is to create a safer and smoother road and sidewalk.

It appears that easements and right of way will be needed from two properties at the corner of Sackston Ridge because part of the sidewalk appears to be outside of the right of way.

Design Consultant Selection

Horner & Shifrin has been the design consultant for multiple grant projects on New Ballas Road in the past. Those projects were New Ballas Phase 1 (construction to begin in Spring 2024), New Ballas Sidewalk Phase 3 (construction tentatively scheduled for 2026), and New Ballas Sidewalk Phase 2 (construction completed in 2019.)

The City did not issue a request for qualifications because Horner & Shifrin's experience and familiarity with projects on New Ballas Road made them the most qualified firm to complete the New Ballas Road Phase 2 design.

Design Services and Fee Proposal

Horner & Shifrin proposes to complete the design of the New Ballas Road Phase 1 Improvements Project for a not-to-exceed fee of \$148,160. The design involves the preparation of construction plans, specifications, and cost estimates for the project. Notable aspects of this design include:

1. Site survey. The survey will locate property lines along the project limits as well locate utilities.
2. Right of Way Exhibits. Sidewalk easements are anticipated from two properties at the corner of New Ballas Road and Sackston Ridge Drive.
3. Environmental Review. No environmental impacts are anticipated for the project, but the evaluation and approval process must be completed nonetheless. Staff recommends that Horner & Shifrin complete this work as part of their design services in order to be more efficient and to allow staff to focus on other parts of the project.
4. Annexation Description and Exhibition for Village of Westwood. It appears that the western City limit of the Village of Westwood runs about halfway through the right lane of northbound New Ballas Road. Since the City has maintained all of New Ballas Road for many years, it would be beneficial for the City to annex New Ballas Road in its entirety. Horner & Shifrin would prepare the annexation description and exhibits for this process.

Considering the numerous aspects of the design for this project, staff finds that Horner & Shifrin has provided a reasonably priced proposal.

Financing

Funds for this design have been allocated in FY2024 of the Capital Improvement Program. The budget for this design was set at \$150,000, which is more than the \$148,160 proposal.

Federal Grant Award. The City has been awarded a federal Surface Transportation Block Grant (STBG) for the New Ballas Road Phase 2 Improvements Project. This grant will provide reimbursement of costs related to right of way and easement acquisition and construction up to a limit of \$1,060,000. The grant represents 80% of the estimated \$1.325 million estimated for the right-of-way and construction phases for this project.

As with past grant-funded projects, the design costs were not included in the grant request. Completing the design outside of the grant schedule restrictions allows the City to simplify and expedite the design process.

Recommendation

Public Works staff recommends that the City retain the services of Horner & Shifrin, Inc. for the design services needed for the New Ballas Road Phase 2 Improvements Project. Horner & Shifrin is a leading engineering firm in the St. Louis area, and their designs have led to successful construction projects for roads and sidewalks on New Ballas Road, Emerson Road, Ladue Road, and Mosley Road. Horner & Shifrin has recently completed the design for improvements to North New Ballas Road and Mosley Road. Horner & Shifrin is responsive and has a history of providing the City with sound engineering services, and Public Works staff expects that they will continue to do the same for the New Ballas Road Phase 2 Improvements project.