REGULAR MEETING
AMENDED AGENDA
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
JANUARY 22, 2024
7:30 PM

ZOOM MEETING INFORMATION

1. https://us02web.zoom.us/j/81089836414

   phone: 312 626 6799
   webinar ID: 810 8983 6414

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

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

ACCEPTANCE OF THE AGENDA

ANNOUNCEMENTS

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

CONSENT AGENDA

2. **Approval of January 8, 2024, City Council Regular Meeting Minutes**

3. **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.

4. **Acceptance of Venable Park Memorial Donation**
   Summary: Barnes-Jewish Hospital Medical Staff Association has donated $5,000 to the Venable Park Memorial Project. This donation requires City Council approval as it exceeds $1,500.

BILLS PAYABLE REPORT

REGULAR MEETING
AMENDED AGENDA
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
JANUARY 22, 2024
7:30 PM

For Information Only: Invoices Paid Listing 1-4-24 to 1-18-24

UNFINISHED BUSINESS

5. **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. Final Reading and Passage.**
   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.

6. **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. Final Reading and Passage.**
   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.

7. **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. Final Reading and Passage.**
   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 assistance for asphalt pavement resurfacing, curb repairs, and sidewalk and bus stop improvements to South New Ballas Road.

8. **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. Final Reading and Passage.
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.

NEW BUSINESS

9. **Bill No. 6102- An Ordinance authorizing an amendment to Ordinance No. 5738 for the West Park Office Development Master Sign Plan and authorizing additional signage for the B&B Theaters building within the West Park Office Development. First Reading.**
Summary: Dennis McIntire of B&B Theatres, submitted an application to amend the Master Sign Plan for the West Park Office Development, that consists of the properties addressed as: 12601, 12609, 12647, 12645, 12649, 12653, 12655 and 12657 Olive Boulevard. The request includes four new building signs for the B&B Movie Theatre. The movie theater also includes a restaurant, bowling alley and arcade that the applicant would like to advertise to the public with the additional signage. The existing low monument sign refacing and the main building signage have received permit approval according to the existing Master Sign Plan. The Planning and Zoning Commission recommended approval for this item at the January 16, 2024 meeting.

10. **Bill No. 6103- An Ordinance correcting errors to the Official Zoning District Map of the City of Creve Coeur. First Reading.**
Summary: Staff has identified an error on the Official Zoning Map of the City for the property addressed 346 North Lindbergh. The current effective zoning map, adopted in 2019, by Ordinance 5658, incorrectly shows this property zoned B-Single Family Residential District when it should be zoned GC-General Commercial District as it was on the prior effective 2002 Zoning Map. In addition, staff has identified formatting errors on the Zoning Map for the properties located in Creve Coeur, east of Lindbergh Boulevard, that have shared jurisdictional boundaries with the City of Ladue. Staff reviewed these errors with the Planning and Zoning Commission, and they have recommended approval of an ordinance to correct these errors.

11. **Resolution No. 1701- A Resolution authorizing the City of Creve Coeur to purchase one civilian 2023 Ford Explorer 4x4 vehicle from Joe Machen's Ford Lincoln for the total amount of $41,745.**
    Summary: Each budget year, the Police Department has maintained a practice of replacing vehicles in order to maintain a reliable fleet. Decisions to replace vehicles are based on age, mileage, or condition (when it is practical to responsibly manage maintenance costs). The Department has a fleet of admin vehicles, commonly referred to within the automotive industry as Police Special Service Vehicles.

12. **Resolution No. 1702- 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 Sidewalk Phase 3 Improvement Project for the not-to-exceed amount of $50,000.00.**
    Summary: The City has been awarded a federal grant to assist with the construction of sidewalk improvements at 331 & 425 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 already designed most of the project and has also been the design consultant for all of the recent projects on New Ballas Road.

13. **Resolution No. 1703- A Resolution of the City Council of the City of Creve Coeur, Missouri, authorizing the execution of the necessary documents to submit the project proposal application to East-West Gateway Council of Governments for Federal grant funding through the Congestion Mitigation and Air Quality Program (CMAQ) for the Centennial Greenway shared-use pathway extension project.**
    Summary: Staff recommends that the City pursue federal grant assistance through the Congestion Mitigation and Air Quality Program (CMAQ) for a shared-use concrete pathway, ten feet wide, starting on the east side of Warson Road on Gateway Blvd. and extending west along Gateway Blvd. to Research Blvd. and then north along Research Blvd. to Baur Blvd.

14. **Resolution No. 1704- A Resolution of the City Council of the City of Creve Coeur, Missouri, approving the "On-Call Professional Service List" for possible future award of professional service contracts in four categories**

for a term of three (3) years, starting in February 2024.
Summary: Staff recommends approval of an on call list of professionals to facilitate prompt attention to issues as they arise.

15. **Resolution No. 1705- A Resolution of the City Council of the City of Creve Coeur Missouri, authorizing the execution of a contract with Missouri Machinery & Engineering for the Golf Course Pond Aeration Project for the not-to-exceed contract sum of $69,034.**
Summary: The golf course pond requires aeration to eliminate odors.

16. **Resolution No. 1706- A Resolution of the City Council of the City of Creve Coeur, Missouri, authorizing the execution of a contract with MTI Distributing for the purchase of a 2017 Toro Groundmaster 4000 rough mower for the sum of $52,000.**
Summary: Staff is recommending purchasing a rough mower to be the primary piece of equipment to mow the 25 acres of rough grass on the golf course.

APPOINTMENTS

17. **Parks & Historic Preservation Committee and Personnel Appeals Board**
Summary:

- **Appointment and Removal of Member of the Parks & Historic Preservation Committee**
- **Appointment of Member of the Personnel Appeals Board**

BUSINESS FROM MAYOR AND CITY COUNCIL

18. ***Council Liaison Reports***

BUSINESS FROM CITY ADMINISTRATOR

19. **Mayor and City Council Compensation Review**
Summary: Per Section 3.3 and 4.2 of the City of Creve Coeur Charter, the salaries of the Mayor and Council shall be reviewed every five (5) years by the City Council and may be adjusted by ordinance. Any changes in compensation and benefits for elected officials cannot take effect during the current terms of office and would become effective only as a new term begins. Staff has compiled

information relative to the salaries of area municipality Mayors and Council Members for review.

20. **2nd Quarter Financial Report as of December 31, 2023**
    Summary: FY 2024 2nd Quarter Financial Report Ending December 31, 2023, including the Investment Report.

21. **Consideration of Design Build Project Delivery Method**

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.

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.

REGULAR MEETING
MINUTES
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

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, January 8, 2024, at 7:00 PM.

PLEDGE OF ALLEGIANCE

Mayor Hoffman led the Pledge of Allegiance.

ROLL CALL

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

Council Member, Ward 3 Sari Neudorf was absent.

Staff Present: City Administrator Mark Perkins, City Attorney Carl Lumley, Director of Community Development Jason Jaggi, Senior Accounting Associate Tracy Brothers, Director of Public Works Jim Heines, Assistant Director of Public Works/City Engineer Steven Berecz, Chief of Police Jeffrey Hartman, Information Systems Coordinator Chris Tumbarello, and City Clerk Kellie Henke.

DRAFT

REGULAR MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
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Others Present: Tammy Alsop of Sikich

COMMENTS FROM THE GENERAL PUBLIC

John Headrick, resident of 1 West Ladue Estates Drive, shared his disappointment with the potential removal of Lake School House in Lake School Park and recommended preservation or transfer of ownership to another entity.

ACCEPTANCE OF THE AGENDA

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

The motion being 7 ayes and 0 nays, motion carried.

ANNOUNCEMENTS

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

PRESENTATION

2. Annual Comprehensive Financial Report for Year Ending June 30, 2023.

Tammy Alsop from Sikich provided a presentation regarding the results of the annual audit and Comprehensive Annual Report for the Year Ending June 30, 2023, as well as the report on Internal Controls. Ms. Alsop thanked Director of Finance Lori Obermoeller, Senior Accounting Associate Tracy Brothers, and the finance department for their assistance with the audit review and emphasized the City received an unqualified opinion, which is excellent.

CONSENT AGENDA

RESULT: APPROVED (UNANIMOUS)
MOVER: Council Member Ward 3 Hoffman
SECONDER: Council Member Ward 1 Silverman
AYES: Manlin, Greer, Hoffman, Tierney, Martinich, Carney, Silverman

DRAFT

The motion being 7 ayes and 0 nays, motion carried.

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

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

5. **Documents for Destruction**

6. **Acceptance of Venable Park Memorial Donation**

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.**

City Clerk read Substitute Bill No. 6096 for the final time.

Director of Community Development Jason Jaggi provided an overview of the revised plans for consideration, including deferral of parking spaces and changes to the exterior elevations. Mr. Jaggi stated a sidewalk greenway easement along Lindbergh Boulevard and Corporate Square Drive would be granted to the City for the possibility of a future pathway connection within 39 North.

Council Member Tierney made a motion, seconded by Council Member Carney, to accept Substitute Bill No. 6096 as presented.

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

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

Council Member Tierney shared his appreciation for the green roof and confirmed it would be the first within the City.

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

The vote on the motion being 7 ayes and 0 nays, motion carried. Substitute Bill No. 6096 becomes Ordinance No.5869.

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.**

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

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

The vote on the motion being 7 ayes and 0 nays, motion carried. Bill No. 6097 becomes Ordinance No. 5870.

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.**

City Clerk read Bill No. 6098 for the first time.

Director of Community Development Jason Jaggi provided an overview of the application and stated the Planning and Zoning Commission recommended approval with conditions 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.

City Clerk read Bill No. 6099 for the first time.

Director of Community Development Jason Jaggi provided an overview of the application and stated both the preliminary plat and site improvement plan have been approved by the Planning and Zoning Commission. Mr. Jaggi stated the subdivision would have a Homeowners Association which would be responsible for the maintenance and control of the common ground and all improvement easements including the stormwater systems, the monument sign, fence, retaining wall and landscape, and trail easements. Mr. Jaggi stated there would be a 10-foot common ground landscaping buffer along the northern property line to screen the Mason Meadows subdivision from the proposed subdivision.

Council Member Tierney confirmed the applicant has been able to submit building permits for the lots within the subdivision. However, final occupancy permits would not be issued until the final plat has been approved and recorded with the Recorder of Deeds of St. Louis County.

Council Member Manlin confirmed the subdivision property is currently zoned D Single Family Residential and that no changes to the zoning have been requested.

Council Member Greer left the dais at 7:36 pm.

Jim Piper, of McKelvey Homes, stated Best Management Practice (BMP's) reserve areas have been established for the stormwater management features, and per Metropolitan St. Louis Sewer District (MSD) requirements, the association would be responsible for maintenance of the reserve areas and detention facilities. Mr. Piper stated a flood study demonstrating that the proposed development would have no adverse impact on the base flood elevation on Fernridge Creek, a Conditional Letter of Map Revision based on Fill (CLOMR-F), and a final Letter of Map Revision-Based on Fill (LOMR-F) have all been submitted and approved by FEMA, which recognizes that the lots have been raised above the floodplain and do not require the purchase of federal flood insurance.

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.

City Clerk read Bill No. 6100 for the first time.

Assistant Director of Public Works/City Engineer Steven Berecz provided an overview of the agreement and stated construction would be scheduled for the spring and summer of 2026.

Council Member Tierney asked for the addition of sheltered bus stops to be considered during the design phase. Mr. Perkins stated the right of way between Conway Road and Ladue Road is extremely narrow and the installation of a bus stop in this area would be difficult, but would be considered.

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.

City Clerk read Bill No. 6101 for the first time.

City Administrator Mark Perkins provided an overview of the agreement and stated upon completion, the City would accept responsibility for future maintenance and ownership of the greenway. Mr. Perkins stated the grant application would not include the future bridge over Lindbergh Boulevard, but additional grant opportunities would be considered for this project.

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).

City Clerk read Resolution No. 1697.

Director of Public Works Jim Heines provided an overview of the proposal from Gorilla Roofing and Construction and stated a $4,000 contingency was included for any found damaged wood that requires replacement. Mr. Heines stated Resolution No.1697 would repeal Resolution No. 1681 and release the agreement with Total Roofing St. Louis due to their error on the originally submitted proposal.

Council Member Greer returned to the dais and left the meeting at 7:47 pm.

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

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

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.**

City Clerk read Resolution No. 1698.

Director of Public Works Jim Heines provided an overview of the recommended purchase based upon a Sourcewell Cooperative Purchasing Agreement.

Council Member Carney confirmed the current leaf vacuum is in good condition and replacement can be postponed.

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

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

DRAFT

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.

City Clerk read Resolution No. 1699.

Assistant Director of Public Works/City Engineer Steven Berecz provided an overview of the recommended contract and stated the primary funding source for the project would be through a Federal Surface Transportation Program (STP) grant. Mr. Berecz stated construction would begin this spring.

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

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

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.

City Clerk read Resolution No. 1700.

Assistant Director of Public Works/City Engineer Steven Berecz provided an overview of the contract and stated Horner & Shifrin has been the design consultant for multiple grant projects on New Ballas Road, including New Ballas Phase 1, New Ballas Sidewalk Phase 3, and New Ballas Sidewalk Phase 2.

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

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

DRAFT

BUSINESS FROM MAYOR AND CITY COUNCIL

17. Council Liaison Reports

No Council Liaison Reports.

BUSINESS FROM CITY ADMINISTRATOR

City Administrator Mark Perkins stated the Annual Subdivision Trustee meeting will be held on Wednesday, January 10, 2024, at 6:30 PM in the Council Chamber.

Mr. Perkins stated a meeting will be held on Wednesday, January 24, 2024, at 6:00 PM in the Council Chamber, with residents who have asked or expressed an interest in how stormwater will be handled for the Olia Village development. The developer and MSD representatives will make a brief presentation and answer questions.

ADJOURNMENT

City Administrator Mark Perkins requested to go into Executive Session for attorney client communication and litigation.

RESULT: APPROVED (UNANIMOUS)
MOVER: Council Member Ward 4 Tierney
SECONDER: Council Member Ward 1 Silverman
AYES: Manlin, Hoffman, Tierney, Martinich, Carney, Silverman

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

The meeting adjourned to go into Executive Session at 8:00 PM.

The regular City Council meeting reconvened at 8:08 PM for adjournment.

RESULT: APPROVED (UNANIMOUS)
MOVER: Council Member Ward 3 Hoffman
SECONDER: Council Member Ward 1 Manlin
AYES: Manlin, Hoffman, Tierney, Martinich, Carney, Silverman

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

The meeting adjourned at 8:08 PM.

DRAFT

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

Submitted by:

Kellie Henke
City Clerk

Dr. Robert Hoffman
Mayor

DRAFT

LOCAL RECORDS PROGRAM

DISPOSITION LIST

CITY OF CREVE COEUR

2024

The following **Legislative/ Administration** 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
Litigation Case Files, Former Employee Litigation (Closed)- All documents have been reviewed by City Attorney	1986-2011	GS 058
Legal Opinions of City Counsel and Attorney General- All documents have been reviewed by City Attorney	1975-1994	GS 059
Public Information Requests and Documentation	2020	GS 066

CITY OF CREVE COEUR

MEMORANDUM

Date: January 12, 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 Barnes-Jewish Hospital Medical Staff Association

The donation will help off-set the costs associated with the creation of the park memorial honoring Dr. Venable.

MEMORANDUM

DATE: January 18, 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 January 4, 2024 to January 18, 2024 in the amount of $726,185.54.

Creve Coeur, MO

Council Report of invoices Paid Listing

By Fund

Payment Dates 1/4/2024 - 1/18/2024

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
Fund: 01 - GENERAL FUND						
PAYROLL-MS CONTRIBUTIONS	INV0001936	01/05/2024	ICMA ROTH IRA %	01-2319	DFT0008116	132.33
FAMILY SUPPORT DIVSION-CHILD SUPPORT OFFICE	INV0001937	01/05/2024	CHILD SUPPORT	01-2113	DFT0008117	184.62
PAYROLL-MS CONTRIBUTIONS	INV0001938	01/05/2024	ER PENSION 10%	01-2312	DFT0008118	801.80
PAYROLL-MS CONTRIBUTIONS	INV0001938	01/05/2024	ICMA ROTH 457 $	01-2318	DFT0008118	1,908.08
PAYROLL-MS CONTRIBUTIONS	INV0001938	01/05/2024	ICMA ROTH 457 %	01-2318	DFT0008118	3,420.30
PAYROLL-MS CONTRIBUTIONS	INV0001938	01/05/2024	ICMA ROTH IRA $	01-2319	DFT0008118	494.62
PAYROLL-MS CONTRIBUTIONS	INV0001938	01/05/2024	ICMA 457 $	01-2322	DFT0008118	866.94
PAYROLL-MS CONTRIBUTIONS	INV0001938	01/05/2024	ICMA 457 $	01-2322	DFT0008118	7,371.57
PAYROLL-MS CONTRIBUTIONS	INV0001938	01/05/2024	ICMA 457 %	01-2322	DFT0008118	2,041.60
PAYROLL-MS CONTRIBUTIONS	INV0001938	01/05/2024	ICMA LOAN PAYMENT	01-2324	DFT0008118	565.31
MOST-MISSOURI'S 529 SAVINGS PLAN	INV0001939	01/05/2024	MOST 529 COLLEGE SAVINGS...	01-2323	DFT0008119	920.00
VOYA	INV0001940	01/05/2024	VOYA 457 %	01-2321	DFT0008120	1,479.99
DEPARTMENT OF TREASURY	INV0001941	01/05/2024	SOCIAL SECURITY	01-2102	DFT0008121	42,280.68
DEPARTMENT OF TREASURY	INV0001941	01/05/2024	MEDICARE	01-2103	DFT0008121	9,888.14
DEPARTMENT OF TREASURY	INV0001941	01/05/2024	FEDERAL WITHHOLDING	01-2104	DFT0008121	31,794.57
PAYROLL MISSOURI WITHHOLDING TAXES	INV0001942	01/05/2024	STATE WITHHOLDING	01-2105	DFT0008122	12,093.00
MISSOURI DEPARTMENT OF REVENUE	CVC DEC 23	01/10/2024	CRIME VICTIMS COMPENSAT...	01-2413	67015	22.50
MISSOURI DEPARTMENT OF REVENUE	CVC DEC 23	01/10/2024	MISC POLICE FUND REVENUE...	01-4604	67015	-1.11
MISSOURI DEPARTMENT OF REVENUE	POST DEC 23	01/10/2024	POST COMMISSION FUND D...	01-2412	67014	4.00
EQUIPMENTSHARE	24BL REFUND	01/18/2024	REFUND OVERPAYMENT BUS...	01-4402	67049	180.00
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	VOL AD & D JAN 24	01-2216	67036	77.36
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	VOL LIFE JAN 24	01-2216	67036	1,209.44
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	SHORT TERM DIS JAN 24	01-2222	67036	640.86
						118,376.60
						118,376.60

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
Department: 11 - LEGISLATIVE SERVICES						
Division: 12 - MAYOR AND CITY COUNCIL						
MISSOURI VOCATIONAL ENTERPRISES	677819 RI	01/18/2024	CITY STAFF NAMETAGS	01-11-12-7304	67055	22.90
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	LIFE JAN 24	01-11-12-5234	67036	43.20
					Division 12 - MAYOR AND CITY COUNCIL Total:	**66.10**
Division: 13 - CITY CLERK						
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	LIFE JAN 24	01-11-13-5234	67036	24.12
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	AD & D JAN 24	01-11-13-5235	67036	2.11
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	LTD JAN 24	01-11-13-5236	67036	17.59
					Division 13 - CITY CLERK Total:	**43.82**
					Department 11 - LEGISLATIVE SERVICES Total:	**109.92**
Department: 12 - ADMINISTRATION						
Division: 10 - LEGAL						
MISSOURI MUNICIPAL LEAGUE	6250	01/10/2024	2024 MML LEGISLATIVE CON...	01-12-10-6265	67016	35.00
CURTIS HEINZ GARRETT AND OKEEFE PC	179017-179021	01/12/2024	CA NON-RETAINER GENERAL	01-12-10-6201	510	44.25
CURTIS HEINZ GARRETT AND OKEEFE PC	179017-179021	01/12/2024	PROSECUTING ATTORNEY AS...	01-12-10-6201	510	934.50
CURTIS HEINZ GARRETT AND OKEEFE PC	179017-179021	01/12/2024	MUNICIPAL PROSECUTION N...	01-12-10-6201	510	1,400.00
CURTIS HEINZ GARRETT AND OKEEFE PC	179017-179021	01/12/2024	MUNICIPAL PROSECUTION R...	01-12-10-6201	510	2,500.00
CURTIS HEINZ GARRETT AND OKEEFE PC	179017-179021	01/12/2024	CA RETAINER MEETINGS AND...	01-12-10-6201	510	5,000.00
					Division 10 - LEGAL Total:	**9,913.75**
Division: 11 - ADMINISTRATIVE						
ASI	A0001786231CHV7	01/12/2024	HRA & FSA ADMIN FEES DEC ...	01-12-11-6203	508	455.00
ST LOUIS AREA CITY MANAGEMENT ASSOCIATION	JAN 24 LUNCH	01/12/2024	MEMBERSHIP LUNCHEON ON...	01-12-11-6264	519	30.00
MERCY CORPORATE HEALTH	700447	01/18/2024	PRE-EMPLOYMENT SCREENI...	01-12-11-6271	67053	110.50
MERCY CORPORATE HEALTH	700638	01/18/2024	12/11/23 FOLLOW-UP TESTI...	01-12-11-6271	67053	62.05
MERCY CORPORATE HEALTH	700951	01/18/2024	PRE-EMPLOYMENT SCREENI...	01-12-11-6271	67053	110.50
MERCY CORPORATE HEALTH	701069	01/18/2024	PRE-EMPLOYMENT SCREENI...	01-12-11-6271	67053	55.25
RICHARD DECOLLO	7097	01/18/2024	Newsletter handling JAN 23	01-12-11-6203	67057	279.62
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	LIFE JAN 24	01-12-11-5234	67036	114.99
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	AD & D JAN 24	01-12-11-5235	67036	10.06

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	LTD JAN 24	01-12-11-5236	67036	82.68
					Division 11 - ADMINISTRATIVE Total:	**1,310.65**
Division: 14 - MUNICIPAL COURT						
RICOH USA, INC	107889087	01/10/2024	COURT COPIER LEASE 12/31/...	01-12-14-6213	67024	156.96
MISSOURI ASSOCIATION FOR COURT ADMINISTRATION	2024 DUES	01/10/2024	2024 MEMBERSHIP DUES CA...	01-12-14-6262	67013	225.00
MSLACA	2024 DUES	01/10/2024	2024 MEMBERSHIP DUES CA...	01-12-14-6262	67018	150.00
ENGELMEYER & PEZZANI LLC	JUDGE NOV-DEC 23	01/10/2024	FY24 JUDICIAL SERVICES NOV...	01-12-14-6201	67005	3,750.00
AMERICAN STAMP AND MARKING PRODUCTS INC	1731669	01/12/2024	CASE FILE STAMPS ATTORNEY..	01-12-14-7304	506	192.55
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	LIFE JAN 24	01-12-14-5234	67036	47.62
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	AD & D JAN 24	01-12-14-5235	67036	4.17
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	LTD JAN 24	01-12-14-5236	67036	34.72
					Division 14 - MUNICIPAL COURT Total:	**4,561.02**
					Department 12 - ADMINISTRATION Total:	**15,785.42**
Department: 13 - FINANCE						
Division: 11 - ADMINISTRATIVE						
PAYROLL MISSOURI WITHHOLDING TAXES	INV0001942	01/05/2024	STATE WITHHOLDING FEE	01-13-11-6202	DFT0008122	0.50
AP TECHNOLOGY LLC	IN039584	01/10/2024	AP CHECK STOCK BURGUNDY	01-13-11-7304	66992	485.82
GFOA OF MISSOURI	JAN 24 LUNCH-RESUBMIT	01/10/2024	GFOA LUNCHEON 1/10/24 B...	01-13-11-6264	66989	15.00
SIKICH LLP	39438	01/12/2024	FY23 AUDIT & SINGLE AUDIT	01-13-11-6209	518	15,500.00
SIKICH LLP	39750	01/12/2024	GASB 87 & 96 OUT OF SCOPE...	01-13-11-6209	518	4,800.00
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	LIFE JAN 24	01-13-11-5234	67036	97.62
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	AD & D JAN 24	01-13-11-5235	67036	8.55
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	LTD JAN 24	01-13-11-5236	67036	70.02
					Division 11 - ADMINISTRATIVE Total:	**20,977.51**
Division: 15 - INTERDEPARTMENTAL						
CHARTER COMMUNICATIONS	173940501010124	01/10/2024	PD PRI FIBER JAN 24	01-13-15-6253	66995	1,537.66
CHARTER COMMUNICATIONS	173941901010124	01/10/2024	PW GARAGE LAN INTERNET J...	01-13-15-6255	66997	326.82
CHARTER COMMUNICATIONS	173957701010124	01/10/2024	ANALOG & PW GARAGE CO...	01-13-15-6253	66998	511.38
CHARTER COMMUNICATIONS	173957901010124	01/10/2024	CITY HALL TV WIFI JAN 24	01-13-15-6253	67000	211.58
RSC INSURANCE BROKERAGE INC	23773	01/10/2024	24/25 CRIME POLICY	01-13-15-6225	67025	1,629.00
WEST CENTRAL DISPATCH CENTER	24-9	01/10/2024	3RD QTR REJIS ACCESS AND F...	01-13-15-6213	67031	745.00

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
WEST CENTRAL DISPATCH CENTER	24-9	01/10/2024	3RD QTR CHARTER INTERNET...	01-13-15-6253	67031	800.00
KONICA MINOLTA BUSINESS SOLUTIONS	291293607	01/10/2024	ADMIN COPIER MAINTENAN...	01-13-15-6213	67010	67.10
ODP BUSINESS SOLUTIONS LLC	345000530001	01/10/2024	FILE FOLDERS TONER CALEN...	01-13-15-7312	67019	118.53
ODP BUSINESS SOLUTIONS LLC	345115110001	01/10/2024	2024 CALENDARS	01-13-15-7312	67019	56.12
ODP BUSINESS SOLUTIONS LLC	346934040001	01/10/2024	COPY PAPER FILE FOLDERS L...	01-13-15-7312	67019	836.62
RETIREMENT PLAN ADVISORS	2023-91	01/12/2024	FY24 INVESTMENT ADVISORY...	01-13-15-6203	516	5,109.06
WUSSLER BUSINESS FORMS INC	5223	01/12/2024	BUSINESS CARDS ZIELKE BER...	01-13-15-7312	524	306.80
					Division 15 - INTERDEPARTMENTAL Total:	**12,255.67**
Division: 51 - MIS OPERATIONS						
CHARTER COMMUNICATIONS	173957901010124	01/10/2024	CITY HALL TV WIFI JAN 24	01-13-51-6213	67000	97.98
WINNING TECHNOLOGIES, INC.	28794	01/12/2024	IT PROFESSIONAL SERVICES J...	01-13-51-6202	523	1,800.00
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	LIFE JAN 24	01-13-51-5234	67036	26.47
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	AD & D JAN 24	01-13-51-5235	67036	2.32
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	LTD JAN 24	01-13-51-5236	67036	19.30
CDW LLC	NV57452	01/18/2024	VIEWSONIC 27" MONITOR	01-13-51-7331	67044	139.91
					Division 51 - MIS OPERATIONS Total:	**2,085.98**
					Department 13 - FINANCE Total:	**35,319.16**
Department: 14 - COMMUNITY SERVICES						
Division: 11 - ADMINISTRATIVE						
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	LIFE JAN 24	01-14-11-5234	67036	22.54
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	AD & D JAN 24	01-14-11-5235	67036	1.98
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	LTD JAN 24	01-14-11-5236	67036	16.43
					Division 11 - ADMINISTRATIVE Total:	**40.95**
					Department 14 - COMMUNITY SERVICES Total:	**40.95**
Department: 16 - MUNICIPAL FACILITIES MAINTENANCE						
Division: 11 - ADMINISTRATIVE						
METROPOLITAN ST LOUIS SEWER DISTRICT	278825	01/10/2024	0247372-6: 300 N NEW BALL...	01-16-11-6254	67012	222.84
WHOLESALE PLUMBING SUPPLY COMPANY INC	S3508109.001	01/10/2024	SLOAN SCREWDRIVER STOP ...	01-16-11-6212	67032	26.92

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
WHOLESALE PLUMBING SUPPLY COMPANY INC	S3508109.002	01/10/2024	SLOAN 1" SCREWDRIVER CO...	01-16-11-6212	67032	131.91
WHOLESALE PLUMBING SUPPLY COMPANY INC	S3508114.001	01/10/2024	TOILET SEATS	01-16-11-6212	67032	51.20
LOCAL CLEANERS LLC	000182	01/12/2024	CITY HALL COMMERCIAL CLE...	01-16-11-6212	67033	3,000.00
AMERENUE	55031-62002-01/03/24	01/16/2024	ELECTRIC CITY HALL NOV-DEC..	01-16-11-6250	DFT0008188	4,126.39
ST LOUIS COUNTY TREASURER	002929-03-24	01/18/2024	MAINTENANCE FOR ELEVAT...	01-16-11-6211	67061	278.00
HOME DEPOT CREDIT SERVICES	5072581	01/18/2024	PARKING LOT LIGHTING	01-16-11-6212	67050	114.32
HOME DEPOT CREDIT SERVICES	5511378	01/18/2024	BASE TRIM LOWER LEVEL	01-16-11-6212	67050	79.98
HOME DEPOT CREDIT SERVICES	8611165	01/18/2024	GRINDING BIT AND LIGHTS F...	01-16-11-6212	67050	80.20
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	LIFE JAN 24	01-16-11-5234	67036	18.13
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	AD & D JAN 24	01-16-11-5235	67036	1.59
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	LTD JAN 24	01-16-11-5236	67036	5.29
WALTER KNOLL FLORIST	INV15451	01/18/2024	MONTHLY PLANT MAINT FEB...	01-16-11-6212	67063	80.00
					Division 11 - ADMINISTRATIVE Total:	**8,216.77**
					Department 16 - MUNICIPAL FACILITIES MAINTENANCE Total:	**8,216.77**
Department: 21 - POLICE						
Division: 11 - ADMINISTRATIVE						
WEST CENTRAL DISPATCH CENTER	24-9	01/10/2024	3RD QTR UTILIZATION FEE 1/...	01-21-11-6202	67031	117,239.10
WEST CENTRAL DISPATCH CENTER	24-9	01/10/2024	3RD QTR BASE FEE 1/1/24-3/...	01-21-11-6202	67031	26,240.00
ST LOUIS AREA POLICE CHIEFS ASSOCIATION	HARTMAN2023	01/10/2024	2023 SLAPCA DUES HARTMAN	01-21-11-6262	67028	50.00
ENERGY PETROLEUM CO	326920	01/18/2024	REGULAR FUEL AT PW GARA...	01-21-11-7307	67048	603.65
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	LIFE JAN 24	01-21-11-5234	67036	255.73
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	AD & D JAN 24	01-21-11-5235	67036	22.38
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	LTD JAN 24	01-21-11-5236	67036	184.34
					Division 11 - ADMINISTRATIVE Total:	**144,595.20**
Division: 21 - INVESTIGATION						
ENERGY PETROLEUM CO	326920	01/18/2024	REGULAR FUEL AT PW GARA...	01-21-21-7307	67048	555.96
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	LIFE JAN 24	01-21-21-5234	67036	169.58
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	AD & D JAN 24	01-21-21-5235	67036	14.83

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	LTD JAN 24	01-21-21-5236	67036	123.67
					Division 21 - INVESTIGATION Total:	**864.04**
Division: 22 - PATROL						
VALVOLINE LLC	226218	01/10/2024	OIL CHANGE FOR CAR 2402	01-21-22-6210	67030	39.98
VALVOLINE LLC	226399	01/10/2024	OIL CHANGE FOR CAR 2419	01-21-22-6210	67030	39.98
VALVOLINE LLC	226424	01/10/2024	OIL CHANGE FOR CAR 2417	01-21-22-6210	67030	39.98
VALVOLINE LLC	226490	01/10/2024	OIL CHANGE FOR CAR 2409	01-21-22-6210	67030	39.98
G & J AUTOMOTIVE	5673964	01/10/2024	INTAKE MANIFOLD UPPER A...	01-21-22-6210	67007	747.00
MOTOROLA SOLUTIONS INC	8281782457	01/10/2024	1 WALKIE TALKIE CHARGER	01-21-22-9503	67017	123.78
CDS OFFICE SYSTEMS INC	INV1583173	01/12/2024	COPIER IN REPORT WRITING ...	01-21-22-6213	509	36.30
ENERGY PETROLEUM CO	326920	01/18/2024	REGULAR FUEL AT PW GARA...	01-21-22-7307	67048	7,941.52
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	LIFE JAN 24	01-21-22-5234	67036	924.04
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	AD & D JAN 24	01-21-22-5235	67036	80.86
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	LTD JAN 24	01-21-22-5236	67036	588.30
					Division 22 - PATROL Total:	**10,601.72**
					Department 21 - POLICE Total:	**156,060.96**
Department: 31 - PUBLIC WORKS						
Division: 11 - ADMINISTRATIVE						
DREXEL TECHNOLOGIES INC	INV122652	01/12/2024	COPIER LEASE/MAINTENANC...	01-31-11-6213	512	86.59
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	LIFE JAN 24	01-31-11-5234	67036	137.92
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	AD & D JAN 24	01-31-11-5235	67036	12.07
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	LTD JAN 24	01-31-11-5236	67036	47.89
					Division 11 - ADMINISTRATIVE Total:	**284.47**
Division: 41 - STREET MAINTENANCE						
MATTHEW E KURTZ	1005895	01/10/2024	LEAF HAULOFF WEEK OF 11-...	01-31-41-6212	67011	202.50
MATTHEW E KURTZ	1005917	01/10/2024	LEAF HAULOFF THRU 11-30-...	01-31-41-6212	67011	4,050.00
MATTHEW E KURTZ	1005954	01/10/2024	LEAF HAULOFF WEEK OF 12-...	01-31-41-6212	67011	10,530.00
MATTHEW E KURTZ	1005985	01/10/2024	LEAF HAULOFF WEEK OF 12-...	01-31-41-6212	67011	1,417.50
MATTHEW E KURTZ	1006030	01/10/2024	LEAF HAULOFF WEEK OF 12-...	01-31-41-6212	67011	3,847.50
POMP'S TIRE SERVICE, INC.	1240042380	01/10/2024	LEAF VAC TIRES	01-31-41-6211	67021	773.82
ABSTENENCIA GENTRY	1261-2000013461	01/10/2024	PW TEMPORARY EMPLOYEE...	01-31-41-6207	66990	405.72
ABSTENENCIA GENTRY	1261-2000013470	01/10/2024	PW TEMPORARY EMPLOYEE...	01-31-41-6207	66990	405.72
CEE KAY SUPPLY INC	1728362	01/10/2024	TANK RENTAL NOV 23	01-31-41-7307	66994	60.30
CHARTER COMMUNICATIONS	173942001010124	01/10/2024	PW GARAGE TV WIFI JAN 24	01-31-41-6253	66999	123.96
HENDEL LAWNCARE INC	21211	01/10/2024	CONTRACTOR LEAF REMOVA...	01-31-41-6202	67008	3,465.00

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
METROPOLITAN ST LOUIS SEWER DISTRICT	278825	01/10/2024	0473730-0: 996 E RUE DE LA ...	01-31-41-6254	67012	78.54
METROPOLITAN ST LOUIS SEWER DISTRICT	278825	01/10/2024	0549319-2: 1030 N LINDBER...	01-31-41-6254	67012	34.14
RUSH TRUCK CENTER	3035370726	01/10/2024	320 MIR BRACKETS 2 MODU...	01-31-41-6210	67026	315.00
RUSH TRUCK CENTER	3035474231	01/10/2024	319 OIL PAN	01-31-41-6210	67026	892.50
SUNTRUP FORD INC	485699	01/10/2024	216 MOTOR ASSEMBLY	01-31-41-6210	67029	23.99
RENTOKIL NORTH AMERICA INC	55843465	01/10/2024	PEST CONTROL MAINT GOVE...	01-31-41-6212	67022	102.00
CRAFCO INC	9403092084	01/10/2024	CRACK SEAL MACHINE SERVI...	01-31-41-6211	67002	2,074.34
HUMAN RESOURCE STAFFING	1001076177	01/12/2024	PW TEMPORARY EMPLOYEE...	01-31-41-6207	513	1,913.34
WARNING LITES OF SOUTHERN ILLINOIS LLC	30958	01/12/2024	ROAD WORK SIGNS	01-31-41-7305	522	3,684.60
AMERENUE	55031-62002-01/03/24	01/16/2024	ELECTRIC STREET DEPT NOV-...	01-31-41-6250	DFT0008188	1,125.10
AMERENUE	55031-62002-01/03/24	01/16/2024	ELECTRIC STREET LIGHTING ...	01-31-41-6251	DFT0008188	10,551.63
JOHNNY ON THE SPOT #347	0347-000263739	01/18/2024	PORTA JOHNS DEC 23	01-31-41-6266	67051	269.41
SENSIENT TECHNOLOGIES CORPORATION	1117737	01/18/2024	ACID BLUE 9 50% LIQUID FOR...	01-31-41-7310	67060	631.77
ABSTENENCIA GENTRY	1261-2000013477	01/18/2024	PW TEMPORARY EMPLOYEE...	01-31-41-6207	67034	72.45
SCOTT'S POWER EQUIPMENT INC	300628	01/18/2024	CARBORATOR FOR BACKPACK..	01-31-41-6211	67059	75.38
RUSH TRUCK CENTER	3034892535	01/18/2024	320 FLEX HOSE	01-31-41-6210	67058	35.18
ENERGY PETROLEUM CO	326920	01/18/2024	REGULAR FUEL AT PW GARA...	01-31-41-7307	67048	793.09
ENERGY PETROLEUM CO	326920	01/18/2024	DEISEL FUEL AT PW GARAGE	01-31-41-7307	67048	4,702.40
HOME DEPOT CREDIT SERVICES	3626807	01/18/2024	SINK DRAIN KITS AND HOT H...	01-31-41-6212	67050	15.96
HOME DEPOT CREDIT SERVICES	3626807	01/18/2024	SINK DRAIN KITS AND HOT H...	01-31-41-7308	67050	36.00
HOME DEPOT CREDIT SERVICES	7512148	01/18/2024	REPLACEMENT FLAG FOR WI...	01-31-41-6212	67050	5.93
CRAFCO INC	9403072223	01/18/2024	CRACK SEAL MACHINE REPAI...	01-31-41-6210	67046	707.14
CRAFCO INC	9403073252	01/18/2024	FLEX BOOM KIT S.O.#3173531	01-31-41-9503	67046	1,309.49
TIMBERCREEK EQUIPMENT CO LLC	948947	01/18/2024	LAWN EQUIPMENT - SAW C...	01-31-41-6211	67062	420.32
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	LIFE JAN 24	01-31-41-5234	67036	161.93
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	AD & D JAN 24	01-31-41-5235	67036	14.17
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	LTD JAN 24	01-31-41-5236	67036	118.08
					Division 41 - STREET MAINTENANCE Total:	**55,445.90**
Division: 43 - PARKS MAINTENANCE						
POMP'S TIRE SERVICE, INC.	1240042380	01/10/2024	LEAF VAC TIRES	01-31-43-6211	67021	257.94
ABSTENENCIA GENTRY	1261-2000013461	01/10/2024	PW TEMPORARY EMPLOYEE...	01-31-43-6207	66990	135.24
ABSTENENCIA GENTRY	1261-2000013470	01/10/2024	PW TEMPORARY EMPLOYEE...	01-31-43-6207	66990	135.24

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
CEE KAY SUPPLY INC	1728362	01/10/2024	TANK RENTAL NOV 23	01-31-43-7307	66994	20.10
CHARTER COMMUNICATIONS	173942001010124	01/10/2024	PW GARAGE TV WIFI JAN 24	01-31-43-6253	66999	41.32
METROPOLITAN ST LOUIS SEWER DISTRICT	278825	01/10/2024	0783768-5: 902 N MASON RD..	01-31-43-6224	67012	56.34
METROPOLITAN ST LOUIS SEWER DISTRICT	278825	01/10/2024	0578025-9: 1000 BARNES W...	01-31-43-6254	67012	67.44
METROPOLITAN ST LOUIS SEWER DISTRICT	278825	01/10/2024	0578184-4: 601 COEUR DE VI...	01-31-43-6254	67012	233.94
METROPOLITAN ST LOUIS SEWER DISTRICT	278825	01/10/2024	0034325-1: 11370 ST PAUL ST..	01-31-43-6254	67012	34.14
METROPOLITAN ST LOUIS SEWER DISTRICT	278825	01/10/2024	0567312-4: 10620 COUNTRY...	01-31-43-6254	67012	61.89
METROPOLITAN ST LOUIS SEWER DISTRICT	278825	01/10/2024	0472261-7: 12100 CONWAY ...	01-31-43-6254	67012	45.24
RUSH TRUCK CENTER	3035370726	01/10/2024	320 MIR BRACKETS 2 MODU...	01-31-43-6210	67026	105.00
RUSH TRUCK CENTER	3035474231	01/10/2024	319 OIL PAN	01-31-43-6210	67026	297.50
SUNTRUP FORD INC	485699	01/10/2024	216 MOTOR ASSEMBLY	01-31-43-6210	67029	8.00
RENTOKIL NORTH AMERICA INC	55843299	01/10/2024	PEST CONTROL MAIN 2 BAR...	01-31-43-6224	67022	65.00
CRAFCO INC	9403092084	01/10/2024	CRACK SEAL MACHINE SERVI...	01-31-43-6211	67002	691.45
HUMAN RESOURCE STAFFING	1001076177	01/12/2024	PW TEMPORARY EMPLOYEE...	01-31-43-6207	513	637.78
AMERENUE	55031-62002-01/03/24	01/16/2024	ELECTRIC PARKS DEPT NOV-...	01-31-43-6250	DFT0008188	1,391.20
JOHNNY ON THE SPOT #347	0347-000263739	01/18/2024	PORTA JOHNS DEC 23	01-31-43-6266	67051	269.41
ABSTENENCIA GENTRY	1261-2000013477	01/18/2024	PW TEMPORARY EMPLOYEE...	01-31-43-6207	67034	24.15
AMERENUE	21550-24002	01/18/2024	SAND VOLLYBALL CT YEARLY ...	01-31-43-6212	67035	10.00
SCOTT'S POWER EQUIPMENT INC	300628	01/18/2024	CARBORATOR FOR BACKPACK..	01-31-43-6211	67059	25.12
RUSH TRUCK CENTER	3034892535	01/18/2024	320 FLEX HOSE	01-31-43-6210	67058	11.72
ENERGY PETROLEUM CO	326920	01/18/2024	REGULAR FUEL AT PW GARA...	01-31-43-7307	67048	517.60
ENERGY PETROLEUM CO	326920	01/18/2024	DEISEL FUEL AT PW GARAGE	01-31-43-7307	67048	2,018.99
PHILIBERT SECURITY SYSTEMS INC	343603	01/18/2024	MONITORING AT TAPPMEYER..	01-31-43-6224	67056	41.95
HOME DEPOT CREDIT SERVICES	3626807	01/18/2024	SINK DRAIN KITS AND HOT H...	01-31-43-7308	67050	11.82
HOME DEPOT CREDIT SERVICES	5523748	01/18/2024	CONWAY PARKING LOT STRI...	01-31-43-6212	67050	113.50
CRAFCO INC	9403072223	01/18/2024	CRACK SEAL MACHINE REPAI...	01-31-43-6210	67046	235.72
CRAFCO INC	9403073252	01/18/2024	FLEX BOOM KIT S.O.#3173531	01-31-43-9503	67046	436.50
TIMBERCREEK EQUIPMENT CO LLC	948947	01/18/2024	LAWN EQUIPMENT - SAW C...	01-31-43-6211	67062	140.10
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	LIFE JAN 24	01-31-43-5234	67036	85.81
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	AD & D JAN 24	01-31-43-5235	67036	7.49

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	LTD JAN 24	01-31-43-5236	67036	62.96
					Division 43 - PARKS MAINTENANCE Total:	**8,297.60**
					Department 31 - PUBLIC WORKS Total:	**64,027.97**
Department: 32 - COMMUNIITY DEVELOPMENT						
Division: 11 - ADMINISTRATIVE						
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC	94632886	01/10/2024	ARCGIS DESKTOP MAINT 02/...	01-32-11-6203	67006	778.00
MCLAUGHLIN COURT REPORTING SERVICES INC	122723-1	01/12/2024	CUP HEARING TAZIKI'S 12704...	01-32-11-6202	514	96.60
BRIDGE TOWER MEDIA	745666097	01/18/2024	MASTER SIGN PLAN AMEND ...	01-32-11-6260	67043	67.83
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	LIFE JAN 24	01-32-11-5234	67036	71.00
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	AD & D JAN 24	01-32-11-5235	67036	6.21
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	LTD JAN 24	01-32-11-5236	67036	51.00
					Division 11 - ADMINISTRATIVE Total:	**1,070.64**
Division: 61 - BUILDING DEPARTMENT						
AMERENUE	RPT0808	01/10/2024	APT RE-OCC REPORT YEARLY ...	01-32-61-6262	66991	159.81
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	LIFE JAN 24	01-32-61-5234	67036	178.96
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	AD & D JAN 24	01-32-61-5235	67036	15.61
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	LTD JAN 24	01-32-61-5236	67036	122.00
					Division 61 - BUILDING DEPARTMENT Total:	**476.38**
					Department 32 - COMMUNIITY DEVELOPMENT Total:	**1,547.02**
					Fund 01 - GENERAL FUND Total:	**399,484.77**
Fund: 02 - CAPITAL IMPROVEMENT FUND						
Department: 61 - CIP						
Division: 71 - CIP						
TWO ALPHA CONTRACTING LLC	20231204.01	01/12/2024	DELAYS CAUSED BY UTILITY ...	02-61-71-9506	521	8,325.00
TWO ALPHA CONTRACTING LLC	20231204.02	01/12/2024	HYDRO-EXCAVATOR	02-61-71-9506	521	4,446.00
B32 ENGINEERING GROUP INC	2691	01/18/2024	R-22 Switchover Rink Project	02-61-71-9506	67041	585.00
MISSOURI ONE CALL SYSTEM INC	3110151	01/18/2024	4 LOCATES - DIELMANN REC ...	02-61-71-9506	67054	5.40
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	LIFE JAN 24	02-61-71-5234	67036	39.51
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	AD & D JAN 24	02-61-71-5235	67036	3.46

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	LTD JAN 24	02-61-71-5236	67036	28.82
					Division 71 - CIP Total:	**13,433.19**
					Department 61 - CIP Total:	**13,433.19**
					Fund 02 - CAPITAL IMPROVEMENT FUND Total:	**13,433.19**
Fund: 05 - PARKS & STORMWATER FUND						
Department: 61 - CIP						
Division: 71 - CIP						
IDEAL LANDSCAPE CONSTRUCTION INC	#6	01/10/2024	MILLENNIUM PARK PHASE 1 ...	05-61-71-9506	67009	201,141.12
THOUVENOT, WADE & MOERCHEN, INC.	82891	01/12/2024	Millennium Park Phase 1 SiTE...	05-61-71-9506	520	845.57
DREXEL TECHNOLOGIES INC	INV122330	01/12/2024	FEES FOR POSITNG JOB PO 4...	05-61-71-9509	512	61.00
DREXEL TECHNOLOGIES INC	INV122607	01/12/2024	FEES FOR POSTING JOB PO 4...	05-61-71-9509	512	61.00
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	LIFE JAN 24	05-61-71-5234	67036	36.20
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	AD&D JAN 24	05-61-71-5235	67036	3.17
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	LTD JAN 24	05-61-71-5236	67036	26.40
					Division 71 - CIP Total:	**202,174.46**
					Department 61 - CIP Total:	**202,174.46**
					Fund 05 - PARKS & STORMWATER FUND Total:	**202,174.46**
Fund: 06 - MUNICIPAL ENTERPRISE FUND						
Department: 14 - COMMUNITY SERVICES						
Division: 31 - ICE ARENA						
METROPOLITAN ST LOUIS SEWER DISTRICT	278825	01/10/2024	1049261-9: 11400 OLDE CAB...	06-14-31-6254	67012	1,732.23
RHINE PARACO GAS OF ST LOUIS	778021	01/10/2024	PROPANE FOR OLYMPIA DRC	06-14-31-7307	67023	125.55
CHEM AQUA INC	8521937	01/10/2024	WATER TREATMENT DRC JAN...	06-14-31-6211	67001	831.88
DOUGLAS VENTURES LLC	401565001-231	01/12/2024	DRC ICE RINK CLEANING JAN ...	06-14-31-6203	511	1,625.00
ARAMARK UNIFORM SERVICES	6170231974	01/12/2024	DRC MOP AND TOWEL SERVI...	06-14-31-7301	507	32.01
AMERENUE	1801001713-12/12/23	01/17/2024	11400 OLDE CABIN ICE AREN...	06-14-31-6250	DFT0008187	6,764.58
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	LIFE JAN 24	06-14-31-5234	67036	59.52
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	AD & D JAN 24	06-14-31-5235	67036	5.22
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	LTD JAN 24	06-14-31-5236	67036	43.40
					Division 31 - ICE ARENA Total:	**11,219.39**

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
Division: 32 - GOLF MAINTENANCE						
AMERENUE	0639074006-12/12/23	01/05/2024	11400 OLDE CABIN LAKE FO...	06-14-32-6250	DFT0008184	13.13
AMERENUE	4863142006-12/12/23	01/05/2024	11400 OLDE CABIN GOLF FA...	06-14-32-6250	DFT0008183	9.14
AMERENUE	7072604119-12/12/23	01/05/2024	11400 OLDE CABIN MAINT S...	06-14-32-6250	DFT0008185	148.87
SITEONE LANDSCAPE SUPPLY HOLDING, LLC	137394496-001	01/10/2024	STONEWALL HERBICIDE FOR ...	06-14-32-7303	67027	483.75
SITEONE LANDSCAPE SUPPLY HOLDING, LLC	137464329-001	01/10/2024	MULCH	06-14-32-6212	67027	96.00
OREILLY AUTOMOTIVE STORES INC	1388-463497	01/12/2024	TRANS FLUID FOR TORO 1750	06-14-32-6210	515	81.93
HOME DEPOT CREDIT SERVICES	1095031	01/18/2024	MOTH BALLS AND BLADE SET	06-14-32-6212	67050	15.97
HOME DEPOT CREDIT SERVICES	1095031	01/18/2024	MOTH BALLS AND BLADE SET	06-14-32-7302	67050	24.88
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	LIFE JAN 24	06-14-32-5234	67036	51.20
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	AD & D JAN 24	06-14-32-5235	67036	4.48
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	LTD JAN 24	06-14-32-5236	67036	37.33
					Division 32 - GOLF MAINTENANCE Total:	**966.68**
Division: 33 - PRO-SHOP						
AMERENUE	9601003815-12/12/23	01/05/2024	11400 OLDE CABIN GOLF SH...	06-14-33-6250	DFT0008186	1,213.01
METROPOLITAN ST LOUIS SEWER DISTRICT	278825	01/10/2024	1049261-9: 11400 OLDE CAB...	06-14-33-6254	67012	577.41
ARAMARK UNIFORM SERVICES	6170231974	01/12/2024	DRC MOP AND TOWEL SERVI...	06-14-33-7301	507	19.92
ALL STAR PRO GOLF	INV35677	01/12/2024	TEES NOT FOR RESALE	06-14-33-7304	505	239.70
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	LIFE JAN 24	06-14-33-5234	67036	20.80
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	AD & D JAN 24	06-14-33-5235	67036	1.82
					Division 33 - PRO-SHOP Total:	**2,072.66**
Division: 34 - FOOD SERVICES						
BREAKTHRU BEVERAGE GROUP	113820054	01/10/2024	BEER FOR RESALE	06-14-34-8316	66993	352.17
D AND D DISTRIBUTORS LLP	531196A	01/10/2024	SODA FOR RESALE	06-14-34-8317	67003	200.00
D AND D DISTRIBUTORS LLP	574804	01/10/2024	BEER FOR RESALE	06-14-34-8316	67003	141.70
PEPSICO BEVERAGE SALES LLC	84393209	01/10/2024	SODA FOR RESALE	06-14-34-8317	67020	321.68
ARAMARK UNIFORM SERVICES	6170231974	01/12/2024	DRC MOP AND TOWEL SERVI...	06-14-34-7301	507	14.00
BREAKTHRU BEVERAGE GROUP	113933973	01/18/2024	BEER FOR RESALE	06-14-34-8316	67042	201.51

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
D AND D DISTRIBUTORS LLP	579244	01/18/2024	BEER FOR RESALE	06-14-34-8316	67047	212.95
					Division 34 - FOOD SERVICES Total:	**1,444.01**
					Department 14 - COMMUNITY SERVICES Total:	**15,702.74**
					Fund 06 - MUNICIPAL ENTERPRISE FUND Total:	**15,702.74**
Fund: 11 - SEWER LATERAL FUND						
Department: 61 - CIP						
Division: 93 - SEWER LATERAL						
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	LIFE JAN 24	11-61-93-5234	67036	4.26
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	AD & D JAN 24	11-61-93-5235	67036	0.37
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-JAN24	01/18/2024	LTD JAN 24	11-61-93-5236	67036	3.11
MARK LEADLOVE	SLR 10/19/23	01/18/2024	SANITARY SEWER LATERAL R...	11-61-93-9315	67052	1,120.00
COURTNEY DUNHAM	SLR 11/03/23	01/18/2024	SANITARY SEWER LATERAL R...	11-61-93-9315	67045	2,527.00
					Division 93 - SEWER LATERAL Total:	**3,654.74**
					Department 61 - CIP Total:	**3,654.74**
					Fund 11 - SEWER LATERAL FUND Total:	**3,654.74**
Fund: 19 - PUBLIC SAFETY FUND						
Department: 21 - POLICE						
Division: 23 - PUBLIC SAFETY						
CHARTER COMMUNICATIONS	173957801010124	01/10/2024	PD PHONE 01/01/24-01/31/...	19-21-23-6253	66996	279.93
CHARTER COMMUNICATIONS	173957801010124	01/10/2024	PD TV INTERNET 01/01/24-0...	19-21-23-6255	66996	260.45
ENERGY PETROLEUM CO	310451	01/10/2024	DIESEL FUEL FOR PD GENERA...	19-21-23-7307	67004	718.88
SAVANT LEARNING SYTEMS	VA11671	01/12/2024	50 VIRTUAL ACADEMY TRAIN...	19-21-23-6261	517	2,000.00
					Division 23 - PUBLIC SAFETY Total:	**3,259.26**
					Department 21 - POLICE Total:	**3,259.26**
					Fund 19 - PUBLIC SAFETY FUND Total:	**3,259.26**
Fund: 99 - POOLED CASH						
ARVEST BANK	1797-01/08/24	01/10/2024	EPAYMENT 1/10/24	99-2809	DFT0008176	12,838.54
ARVEST BANK	1797-01/15/24	01/17/2024	EPAYMENT 1/17/24	99-2809	DFT0008178	75,637.84
						88,476.38
						88,476.38
					Fund 99 - POOLED CASH Total:	**88,476.38**
					Grand Total:	**726,185.54**

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	399,484.77
02 - CAPITAL IMPROVEMENT FUND	13,433.19
05 - PARKS & STORMWATER FUND	202,174.46
06 - MUNICIPAL ENTERPRISE FUND	15,702.74
11 - SEWER LATERAL FUND	3,654.74
19 - PUBLIC SAFETY FUND	3,259.26
99 - POOLED CASH	88,476.38
Grand Total:	**726,185.54**

Account Summary

Account Number	Account Name	Payment Amount
01-11-12-5234	GROUP LIFE INSURANCE	43.20
01-11-12-7304	GENERAL SUPPLIES	22.90
01-11-13-5234	GROUP LIFE INSURANCE	24.12
01-11-13-5235	ACCIDENTAL DEATH INS	2.11
01-11-13-5236	DISABILITY INSURANCE	17.59
01-12-10-6201	LEGAL AND ACCOUNTIN…	9,878.75
01-12-10-6265	TRAVEL & CONFERENCES	35.00
01-12-11-5234	GROUP LIFE INSURANCE	114.99
01-12-11-5235	ACCIDENTAL DEATH INS	10.06
01-12-11-5236	DISABILITY INSURANCE	82.68
01-12-11-6203	PROFESSIONAL SERVICES	734.62
01-12-11-6264	IN TOWN MEETINGS	30.00
01-12-11-6271	MEDICAL SUPPLIES	338.30
01-12-14-5234	GROUP LIFE INSURANCE	47.62
01-12-14-5235	ACCIDENTAL DEATH INS	4.17
01-12-14-5236	DISABILITY INSURANCE	34.72
01-12-14-6201	LEGAL AND ACCOUNTIN…	3,750.00
01-12-14-6213	OFFICE EQUIPMENT MA…	156.96
01-12-14-6262	DUES MEMBERSHIPS & …	375.00
01-12-14-7304	GENERAL SUPPLIES	192.55
01-13-11-5234	GROUP LIFE INSURANCE	97.62
01-13-11-5235	ACCIDENTAL DEATH INS	8.55
01-13-11-5236	DISABILITY INSURANCE	70.02
01-13-11-6202	TECHNICAL AND PERSO…	0.50
01-13-11-6209	ACCOUNTING SERVICES	20,300.00
01-13-11-6264	IN TOWN MEETINGS	15.00
01-13-11-7304	GENERAL SUPPLIES	485.82
01-13-15-6203	PROFESSIONAL SERVICES	5,109.06
01-13-15-6213	OFFICE EQUIPMENT MA…	812.10

Account Summary

Account Number	Account Name	Payment Amount
01-13-15-6225	SURETY BONDS	1,629.00
01-13-15-6253	TELEPHONE	3,060.62
01-13-15-6255	CABLE TV AND INTERNET	326.82
01-13-15-7312	OFFICE SUPPLIES	1,318.07
01-13-51-5234	GROUP LIFE INSURANCE	26.47
01-13-51-5235	ACCIDENTAL DEATH INS	2.32
01-13-51-5236	DISABILITY INSURANCE	19.30
01-13-51-6202	TECHNICAL AND PERSO…	1,800.00
01-13-51-6213	OFFICE EQUIPMENT MA…	97.98
01-13-51-7331	COMPUTER HARDWARE	139.91
01-14-11-5234	GROUP LIFE INSURANCE	22.54
01-14-11-5235	ACCIDENTAL DEATH INS	1.98
01-14-11-5236	DISABILITY INSURANCE	16.43
01-16-11-5234	GROUP LIFE INSURANCE	18.13
01-16-11-5235	ACCIDENTAL DEATH INS	1.59
01-16-11-5236	DISABILITY INSURANCE	5.29
01-16-11-6211	EQUIPMENT MAINTENA…	278.00
01-16-11-6212	BUILDING AND GROUND…	3,564.53
01-16-11-6250	ELECTRICITY	4,126.39
01-16-11-6254	WATER AND SEWER	222.84
01-2102	FICA WITHHOLDING	42,280.68
01-2103	MEDICARE WITHHOLDI…	9,888.14
01-2104	FEDERAL TAX WITHHOLD..	31,794.57
01-2105	MISSOURI TAX WITHHO…	12,093.00
01-21-11-5234	GROUP LIFE INSURANCE	255.73
01-21-11-5235	ACCIDENTAL DEATH INS	22.38
01-21-11-5236	DISABILITY INSURANCE	184.34
01-21-11-6202	TECHNICAL AND PERSO…	143,479.10
01-21-11-6262	DUES MEMBERSHIPS & …	50.00
01-21-11-7307	GASOLINE, PROPANE & …	603.65
01-2113	PAYROLL CHILD SUPPORT	184.62
01-21-21-5234	GROUP LIFE INSURANCE	169.58
01-21-21-5235	ACCIDENTAL DEATH INS	14.83
01-21-21-5236	DISABILITY INSURANCE	123.67
01-21-21-7307	GASOLINE, PROPANE & …	555.96
01-21-22-5234	GROUP LIFE INSURANCE	924.04
01-21-22-5235	ACCIDENTAL DEATH INS	80.86
01-21-22-5236	DISABILITY INSURANCE	588.30
01-21-22-6210	VEHICLE MAINTENANCE	906.92
01-21-22-6213	OFFICE EQUIPMENT MA…	36.30
01-21-22-7307	GASOLINE, PROPANE & …	7,941.52
01-21-22-9503	EQUIPMENT	123.78

Account Summary

Account Number	Account Name	Payment Amount
01-2216	SUPPLEMENTAL LIFE	1,286.80
01-2222	SHORT TERM DISABILITY ...	640.86
01-2312	401 - ICMA	801.80
01-2318	ICMA ROTH 457	5,328.38
01-2319	ICMA ROTH IRA	626.95
01-2321	457 - VOYA	1,479.99
01-2322	457 - ICMA	10,280.11
01-2323	MOST PROGRAM	920.00
01-2324	ICMA LOAN REPAYMENT	565.31
01-2412	PEACE OFFICER AND ST...	4.00
01-2413	CVC - CRIME VICTIMS C...	22.50
01-31-11-5234	GROUP LIFE INSURANCE	137.92
01-31-11-5235	ACCIDENTAL DEATH INS	12.07
01-31-11-5236	DISABILITY INSURANCE	47.89
01-31-11-6213	OFFICE EQUIPMENT MA...	86.59
01-31-41-5234	GROUP LIFE INSURANCE	161.93
01-31-41-5235	ACCIDENTAL DEATH INS	14.17
01-31-41-5236	DISABILITY INSURANCE	118.08
01-31-41-6202	TECHNICAL AND PERSO...	3,465.00
01-31-41-6207	TEMP PROFESSIONAL SE...	2,797.23
01-31-41-6210	VEHICLE MAINTENANCE	1,973.81
01-31-41-6211	EQUIPMENT MAINTENA...	3,343.86
01-31-41-6212	BUILDING AND GROUND...	20,171.39
01-31-41-6250	ELECTRICITY	1,125.10
01-31-41-6251	STREET LIGHTING	10,551.63
01-31-41-6253	TELEPHONE	123.96
01-31-41-6254	WATER AND SEWER	112.68
01-31-41-6266	EQUIPMENT RENTAL	269.41
01-31-41-7305	STREET & SIDEWALK MA...	3,684.60
01-31-41-7307	GASOLINE, PROPANE & ...	5,555.79
01-31-41-7308	WEARING APPAREL AND...	36.00
01-31-41-7310	SNOW REMOVAL	631.77
01-31-41-9503	EQUIPMENT	1,309.49
01-31-43-5234	GROUP LIFE INSURANCE	85.81
01-31-43-5235	ACCIDENTAL DEATH INS	7.49
01-31-43-5236	DISABILITY INSURANCE	62.96
01-31-43-6207	TEMP PROFESSIONAL SE...	932.41
01-31-43-6210	VEHICLE MAINTENANCE	657.94
01-31-43-6211	EQUIPMENT MAINTENA...	1,114.61
01-31-43-6212	BUILDING AND GROUND...	123.50
01-31-43-6224	TAPPMEYER HOUSE MA...	163.29
01-31-43-6250	ELECTRICITY	1,391.20

Account Summary

Account Number	Account Name	Payment Amount
01-31-43-6253	TELEPHONE	41.32
01-31-43-6254	WATER AND SEWER	442.65
01-31-43-6266	EQUIPMENT RENTAL	269.41
01-31-43-7307	GASOLINE, PROPANE & …	2,556.69
01-31-43-7308	WEARING APPAREL AND…	11.82
01-31-43-9503	EQUIPMENT	436.50
01-32-11-5234	GROUP LIFE INSURANCE	71.00
01-32-11-5235	ACCIDENTAL DEATH INS	6.21
01-32-11-5236	DISABILITY INSURANCE	51.00
01-32-11-6202	TECHNICAL AND PERSO…	96.60
01-32-11-6203	PROFESSIONAL SERVICES	778.00
01-32-11-6260	ADVERTISING	67.83
01-32-61-5234	GROUP LIFE INSURANCE	178.96
01-32-61-5235	ACCIDENTAL DEATH INS	15.61
01-32-61-5236	DISABILITY INSURANCE	122.00
01-32-61-6262	DUES MEMBERSHIPS & …	159.81
01-4402	OCCUPATIONAL LICENSE	180.00
01-4604	POLICE MISC REVENUE	-1.11
02-61-71-5234	GROUP LIFE INSURANCE	39.51
02-61-71-5235	ACCIDENTAL DEATH INS	3.46
02-61-71-5236	DISABILITY INSURANCE	28.82
02-61-71-9506	PARK AND RECREATION	13,361.40
05-61-71-5234	GROUP LIFE INSURANCE	36.20
05-61-71-5235	ACCIDENTAL DEATH INS	3.17
05-61-71-5236	DISABILITY INSURANCE	26.40
05-61-71-9506	PARK DEVELOPMENT P…	201,986.69
05-61-71-9509	STORMWATER PROJECTS	122.00
06-14-31-5234	GROUP LIFE INSURANCE	59.52
06-14-31-5235	ACCIDENTAL DEATH INS	5.22
06-14-31-5236	DISABILITY INSURANCE	43.40
06-14-31-6203	PROFESSIONAL SERVICES	1,625.00
06-14-31-6211	EQUIPMENT MAINTENA…	831.88
06-14-31-6250	ELECTRICITY	6,764.58
06-14-31-6254	WATER AND SEWER	1,732.23
06-14-31-7301	CHEMICALS & CLEANING	32.01
06-14-31-7307	GASOLINE, PROPANE & …	125.55
06-14-32-5234	GROUP LIFE INSURANCE	51.20
06-14-32-5235	ACCIDENTAL DEATH INS	4.48
06-14-32-5236	DISABILITY INSURANCE	37.33
06-14-32-6210	VEHICLE MAINTENANCE	81.93
06-14-32-6212	BUILDING AND GROUND…	111.97
06-14-32-6250	ELECTRICITY	171.14

Account Summary

Account Number	Account Name	Payment Amount
06-14-32-7302	SMALL TOOLS	24.88
06-14-32-7303	HORTICULTURAL SUPPLI…	483.75
06-14-33-5234	GROUP LIFE INSURANCE	20.80
06-14-33-5235	ACCIDENTAL DEATH INS	1.82
06-14-33-6250	ELECTRICITY	1,213.01
06-14-33-6254	WATER AND SEWER	577.41
06-14-33-7301	CHEMICALS & CLEANING	19.92
06-14-33-7304	GENERAL SUPPLIES	239.70
06-14-34-7301	CHEMICALS & CLEANING	14.00
06-14-34-8316	BEER	908.33
06-14-34-8317	COFFEE,TEA & SOFT DRI…	521.68
11-61-93-5234	GROUP LIFE INSURANCE	4.26
11-61-93-5235	ACCIDENTAL DEATH INS	0.37
11-61-93-5236	DISABILITY INSURANCE	3.11
11-61-93-9315	SEWER LATERAL REIMB…	3,647.00
19-21-23-6253	TELEPHONE	279.93
19-21-23-6255	CABLE TV AND INTERNET	260.45
19-21-23-6261	EDUCATION & TRAINING	2,000.00
19-21-23-7307	GASOLINE, PROPANE & …	718.88
99-2809	EPAYABLES LIABILITY	88,476.38
	Grand Total:	**726,185.54**

Project Account Summary

Project Account Key		Payment Amount
None		523,486.45
200E		585.00
202E		5.40
204E		201,986.69
401E		61.00
404E		61.00
	Grand Total:	**726,185.54**

ARVEST

Account Number: XXXX XXXX XXXX 1797
CITY OF CREVE COEUR EPAY
Statement Closing Date: 01/08/24

Cardholder Account Activity

CITY OF CREVE COEUR EPAY	Credit Limit	Credits	Purchases	Cash Advances	Total Activity
XXXX XXXX XXXX 2282	$250,000	$0.00	$12,838.54	$0.00	$12,838.54

Trans Date	Post Date	Reference Number	Description	Amount
12/29	01/02	24057813364000019544079	REINHOLD ELECTRIC INC 314-6311158 MO	$3,414.98
01/04	01/05	24431064004207000000127	STARBEAM LIGHTING LLC 314-997-0077 MO	$35.85
01/04	01/05	24789304004915702904796	LEON UNIFORM COMPANY INC 314-8284302 MO	$2,973.52
01/05	01/08	24412954005700450277231	REJIS COMMISSION 314-535-1950 MO	$6,414.19

ARVEST

Account Number: XXXX XXXX XXXX 1797
CITY OF CREVE COEUR EPAY
Statement Closing Date: 01/15/24

Cardholder Account Activity

CITY OF CREVE COEUR EPAY	Credit Limit	Credits	Purchases	Cash Advances	Total Activity
XXXX XXXX XXXX 2282	$250,000	$0.00	$75,637.84	$0.00	$75,637.84

Trans Date	Post Date	Reference Number	Description	Amount
01/11	01/12	24453884012004903342274	HANDY AUTOMOTIVE 314-2914666 MO	$360.19
01/11	01/12	24941684011612427485786	WIRELESS USA SERVICE 314-615-3186 MO	$455.85
01/11	01/12	24323044012297200147532	BROADWAY TRUCK CENTER ST. LOUIS MO	$1,465.93
01/11	01/12	24941664011083753020690	REPUBLIC SERVICES TRASH 866-576-5548 AZ	$1,800.69
01/11	01/12	24789304011946501546075	LEON UNIFORM COMPANY INC 314-8284302 MO	$3,080.92
01/11	01/12	24941664011083756249767	REPUBLIC SERVICES TRASH 866-576-5548 AZ	$67,835.06
01/13	01/15	24412954014091849000669	BRANNEKY TRUE VALUE 314-739-0960 MO	$75.95
01/13	01/15	24692164013102316046362	INT'L CODE COUNCIL INC 888-422-7233 IL	$160.00
01/12	01/15	24412954012700416983386	REJIS COMMISSION 314-535-1950 MO	$403.25

Arvest Epayables

1/8/24	12,838.54
1/15/24	75,637.84
	$ 88,476.38

BILL NO. 6098 **ORDINANCE NO. _____**

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 #23-038shall 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

File # _____

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

PLANNING AND ZONING COMMISSION AGENDA APPLICATION
CONDITIONAL USE PERMIT

PLEASE COMPLETE FRONT AND BACK PAGES

Applicant:	Applicant's Representative (if applicable):
Name: Scott Bonne.	Name: Toby Rumburger
Company (If Applicable): Tazikis Mediterranean Cafe	Company (If Applicable):
Address: 3009 Pumphouse Road, Suite 200	Address: 3009 Pumphouse Road, Suite 100
Address: Vestavia, AL 35243	Address: Vestavia, AL 35243
Telephone #: 314-422-2766	Telephone #: 205-329-8476
Fax #:	Fax #:
Email: sbonne@tazikis.com	Email: toby@bolnurgroup.com
Applicant's Signature	Applicant's Representative's Signature

Property Information:	Owner's Acknowledgement (if different from applicant):
Address: 12718 Olive Blvd	Name: Loren Strobl
Address: Creve Coeur	Company (If Applicable): USR Desco Bellerive Plaza c/o The Desco Group
Development Name (if any): Bellerive Plaza	Address: 25 N. Brentwood Blvd
Current Zoning: GC - General Commercial District	Address: St. Louis, MO 63105
Prior CUP Approvals (if known): Crazy Bowls & Wraps	Telephone #: 314-994-4090
	Fax #: —
	Email: lstrobl@Desco group.com
	Mark S Rand V.P.
	Owner's Signature

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 gsf

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 bowls & Wraps Restaurant

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

Rationale

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

Submittal Checklist

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

Preferred Public Hearing Date: Monday,_____, 20____.

*****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

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,

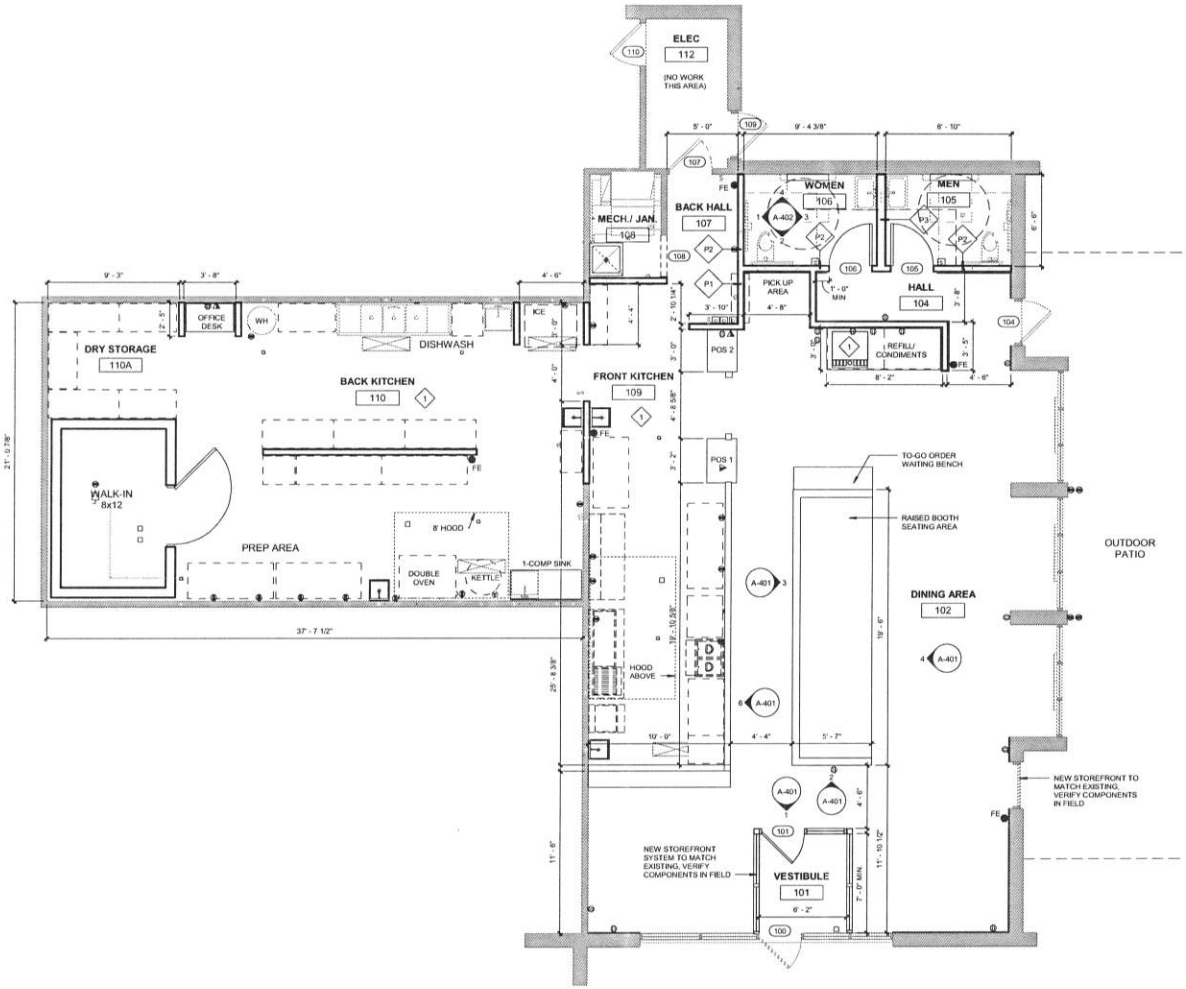
Billy Magruder
Chief Financial Officer

This petition was acknowledged before me on this 3rd day of November 2023.

Signature of Notary

Commissioned in ~~Jefferson County,~~ AL.
Shelby Co.

MELLANIE SOSNOWCHIK
Notary Public
ALABAMA STATE AT LARGE
My Commission Expires April 19, 2025



PLAN NORTH TRUE NORTH

1 / A-101 FIRST FLOOR PLAN - NEW WORK
1/4" = 1'-0"

GENERAL NOTES - FLOOR PLANS

1. ALL NEW WORK SHALL MEET ALL APPLICABLE CODE AND ORDINANCE REQUIREMENTS. SEE COVER SHEET FOR APPLICABLE CODES.
2. DO NOT SCALE DRAWINGS.
3. NOTIFY ARCHITECT OF ANY DISCREPANCIES BETWEEN PROJECT DOCUMENTS AND EXISTING CONDITIONS. ANY MODIFICATIONS DUE TO DIMENSIONAL CHANGES SHOULD BE PART OF THE PROJECT COST.
4. SEE ACCESSIBILITY STANDARDS SHEETS FOR REQUIREMENTS AT DOORS, TOILETS, ETC.
5. CONSTRUCTION MANAGER, SUBCONTRACTORS, AND ALL OTHER CONSTRUCTION TEAM MEMBERS SHALL THOROUGHLY FAMILIARIZE THEMSELVES TO ALL SITE SPECIFIC REQUIREMENTS AND EXTENTS OF THE NEW WORK PRIOR TO BIDDING. NO CHANGES IN THE CONTRACT WILL BE CONSIDERED FOR INFORMATION DISCERNABLE FROM THE EXISTING CONDITIONS FOR THE PROJECT DOCUMENTS.
6. REPORT ALL EXISTING CONDITIONS THAT ARE DAMAGED OR MARRED TO THE ARCHITECT PRIOR TO COMMENCEMENT OF THE NEW WORK.
7. ALL INTERIOR WALL DIMENSIONS ARE TO FACE OF GYPSUM BOARD.
8. REFER TO PARTITION SCHEDULE FOR PARTITION TYPES.
9. SEE PARTITION SCHEDULE FOR FURRING PARTITION OFFSET DIMENSION FROM EXISTING EXTERIOR WALLS AND COLUMNS.
10. DOOR HINGE JAMB OFFSET FROM WALL TO BE 4", TYPICAL. SEE ACCESSIBILITY STANDARDS SHEET FOR DOOR CLEARANCE REQUIREMENTS.
11. CONTRACTORS TO PATCH AND PAINT ALL WALLS RECEIVING WORK PER OTHER DISCIPLINES.
12. CONCRETE FLOOR SURFACE TO BE PATCHED, REPAIRED AND LEVELED PRIOR TO RECEIVING NEW FINISH SURFACE.
13. COORDINATE WORK WITH DRAWINGS OF OTHER DISCIPLINES.
14. PLUMBING VENT STACKS, FLUES, FRESH AIR INTAKES, ETC. NOT SHOWN FOR CLARITY.
15. SEE MEP DRAWINGS FOR HVAC/ELECTRICAL/PLUMBING REQUIREMENTS/EQUIPMENT LOCATIONS.
16. CAULK ALL JOINTS BETWEEN DISSIMILAR MATERIALS FOR WEATHERTIGHT, WATERTIGHT, AIRTIGHT, ETC. PERFORMANCE.
17. PROVIDE FIRE EXTINGUISHERS PER LOCATIONS ON PLAN AND PER LOCAL CODE REQUIREMENTS.
18. PROVIDE FLOOR DRAINS AS INDICATED ON PLUMBING DRAWINGS AND PER APPLICABLE PLUMBING CODE.
19. SEE KITCHEN EQUIPMENT DRAWINGS FOR PLAN AND ELEVATIONS OF EQUIPMENT. SHOWN ON THIS SHEET FOR COORDINATION ONLY.
20. LOCATION OF CONVENIENCE OUTLETS DO NOT CONSTITUTE LOCATION OF EQUIPMENT OUTLETS AND DOES NOT RELIEVE THE GC. OF THIER DUTIES TO COORDINATE AND CONSULT WITH THE OWNER'S EQUIPMENT FOR ACTUAL EQUIPMENT OUTLET LOCATIONS AND REQUIRED ELECTRICAL SERVICE. SEE ELECTRICAL FOR MORE DETAIL.

LEGEND - FLOOR PLANS

- NEW CONSTRUCTION
- EXISTING CONSTRUCTION
- NEW DOOR AND FRAME
- EXISTING DOOR AND FRAME TO REMAIN
- NEW WINDOW

TAZIKI'S ST. LOUIS, LLC
3439 COLONNADE PARKWAY
BIRMINGHAM, AL 35243

SHEILA MIRANDA - ARCHITECT
MO# A-2004020740

STATE OF MISSOURI
ARCHITECTURAL CORPORATION
ORIGINAL CERTIFICATE LICENSE
NO. 02109

DRAWING TITLE
FLOOR PLAN

PROJECT TITLE
TAZIKI'S RESTAURANT
12718 OLIVE BLVD.
CREVE COEUR, MO 63141

core10 ARCHITECTURE
4501 Lindell Blvd. Suite 1c
Saint Louis, Missouri 63108
314.724.4658 CORE10ARCHITECTURE.COM

DATE # REVISION

(Inset Surface to 24x36 sheet)
DATE: 27 SEPTEMBER 2023
PROJECT NO. 23013

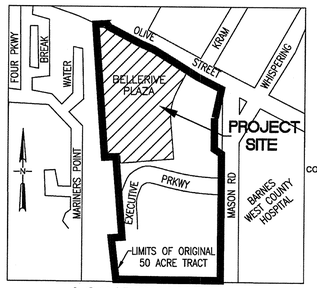
SHEET NO. A-101

ALL LOCAL CODES SHALL PREVAIL. CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS BEFORE CONSTRUCTION BEGINS.

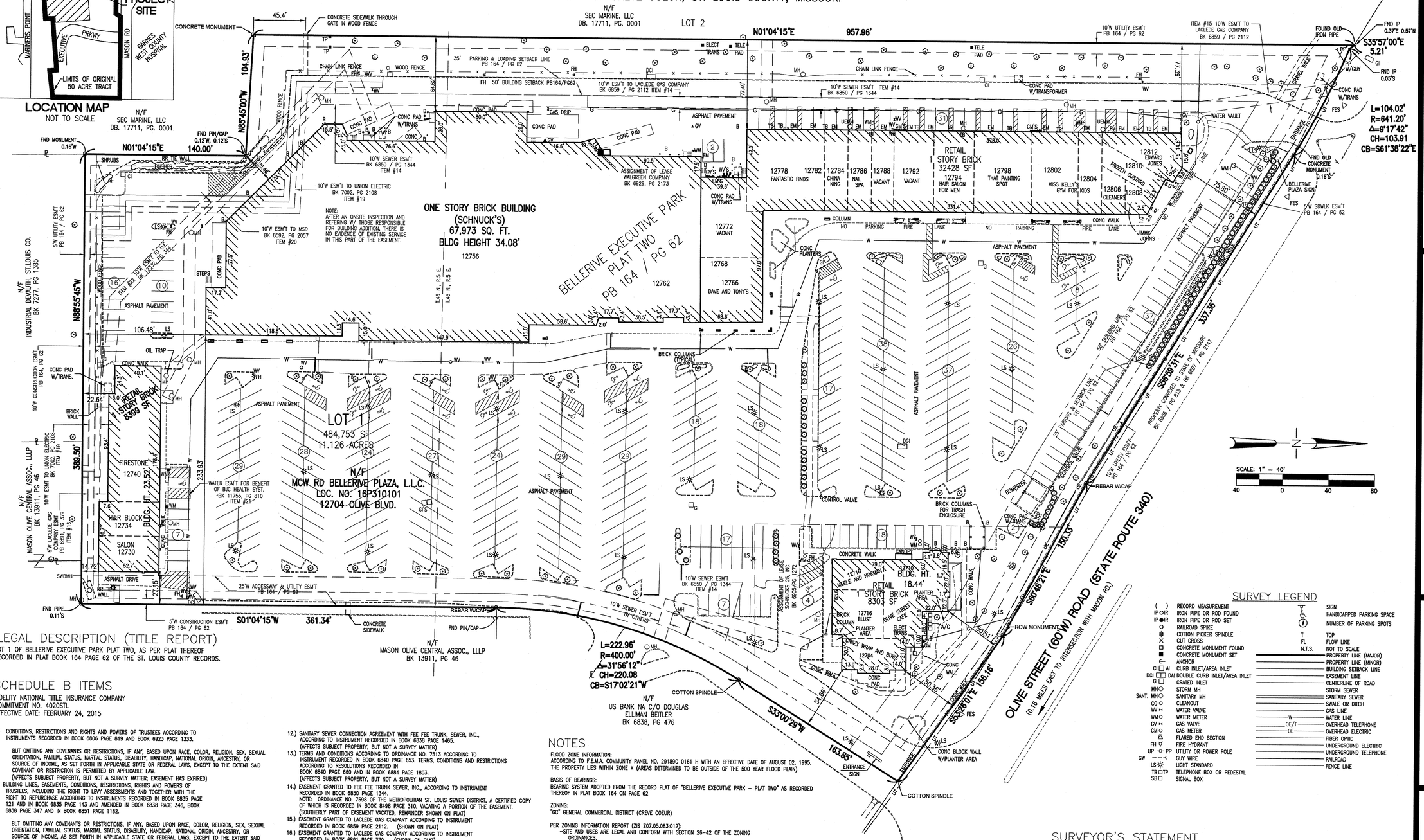
DRAWN BY: RVTM CHECKED BY: SM

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. 40203TL
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; EASEMENT HAS EXPIRED)

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 1461.
(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. 7513 ACCORDING TO INSTRUMENT RECORDED IN BOOK 6840 PAGE 653. TERMS, CONDITIONS AND RESTRICTIONS ACCORDING TO RESOLUTIONS RECORDED IN BOOK 6840 PAGE 660 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: ORDINANCE NO. 7698 OF THE METROPOLITAN ST. LOUIS SEWER DISTRICT, A CERTIFIED COPY OF WHICH IS RECORDED IN BOOK 8498 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 8592 PAGE 2057. (SHOWN ON PLAT)

21.) EASEMENT AGREEMENT BY AND BETWEEN DESCO INVESTMENT COMPANY, L.L.C., BJC 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 207.05.083:012):
– SITE AND USES ARE LEGAL AND CONFORM WITH SECTION 26–42 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
IP IR IRON PIPE OR ROD FOUND
IP IR IRON PIPE OR ROD SET
RAILROAD SPIKE
COTTON PICKER SPINDLE
CUT CROSS
CONCRETE MONUMENT FOUND
CONCRETE MONUMENT SET
ANCHOR
CI AI CURB INLET/AREA INLET
DCI DAI DOUBLE CURB INLET/AREA INLET
GI GRATED INLET
MH STORM MH
SANT. MH SANITARY MH
CO CLEANOUT
WV WATER VALVE
WM WATER METER
GV GAS VALVE
GM GAS METER
FLARED END SECTION
FH FIRE HYDRANT
UP PP UTILITY OR POWER POLE
GW GUY WIRE
LS LIGHT STANDARD
TB TP TELEPHONE BOX OR PEDESTAL
SB SIGNAL BOX
SIGN
HANDICAPPED PARKING SPACE
NUMBER OF PARKING SPOTS
T TOP
FL FLOW LINE
N.T.S. NOT TO SCALE
PROPERTY LINE (MAJOR)
PROPERTY LINE (MINOR)
BUILDING SETBACK LINE
EASEMENT LINE
CENTERLINE OF ROAD
STORM SEWER
SANITARY SEWER
SWALE OR DITCH
GAS LINE
WATER LINE
OVERHEAD TELEPHONE
OVERHEAD ELECTRIC
FIBER OPTIC
UNDERGROUND ELECTRIC
UNDERGROUND TELEPHONE
RAILROAD
FENCE LINE

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
KDG MO. CORPORATE LIC# 000078, EXP. 12–31–16

ALTA/ACSM LAND TITLE SURVEY
BELLERIVE PLAZA

SURVEY DATA:
SURVEY DATE: 4–3–15
FIELD CREW: FCM / BCS
FIELD BOOK: 760D

CLIENT:
USR DESCO LLC
16500 OLD MANCHESTER RD
WILDWOOD, MO. 63040

Kuhlmann *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 authenticated 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 this architectural or engineering project or survey.

STATE OF MISSOURI
CHRISTINE M. BEASLEY
NUMBER PLS-2002014096
PROFESSIONAL LAND SURVEYOR
6-10-15

Christine M Beasley

SURVEY
MISSOURI ARCHITECTURAL CORPORATION CERTIFICATE LIC. NO.: 000216
MISSOURI PROFESSIONAL ENGINEERING CORPORATION CERTIFICATE LIC. NO.: 000265
MISSOURI PROFESSIONAL LAND SURVEY CORPORATION CERTIFICATE LIC. NO.: 000078

NO.	DATE	
1	6/2/15	ATTY COMMENTS
2	6/9/15	ATTY COMMENTS

PROJECT NO.	CONTRACT NO.
150043	0004
DRAWN JPB	CHECKED CMB
DATE: MARCH 2015	

ALTA/ACSM
LAND TITLE
SURVEY

SHEET 1 OF 1

S1

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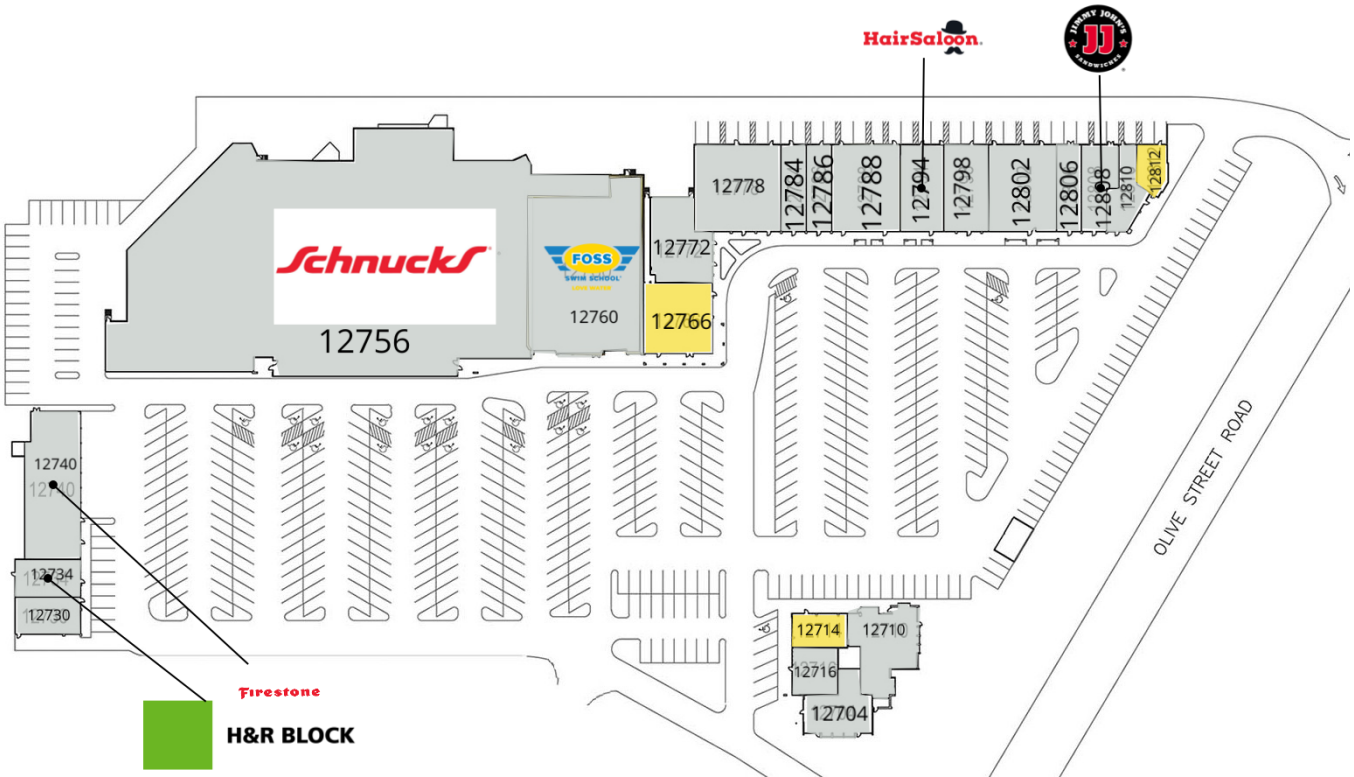
The DESCO Group

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**	***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 – Dave and Tony's	Restaurant (Approx. 64 indoor seats)	3,154	*1/3 estimated seats + 1/250 sq. ft.*	35
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:	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.

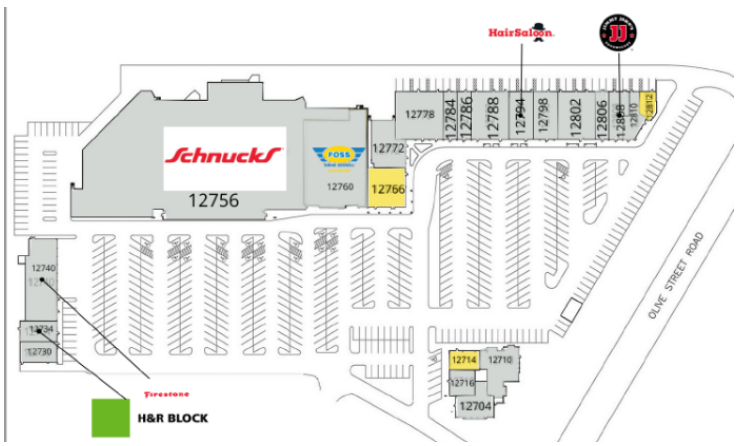
Key Issues:
- Does the request further the goals and/or implement the Comprehensive Plan?
- Is the request consistent with the required findings for a conditional use permit?

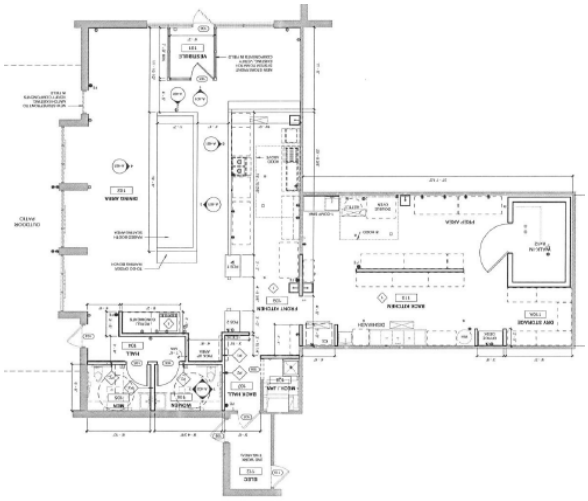
Creve Coeur 2030 Plan References
- MU-Mixed Use District

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 causal 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.

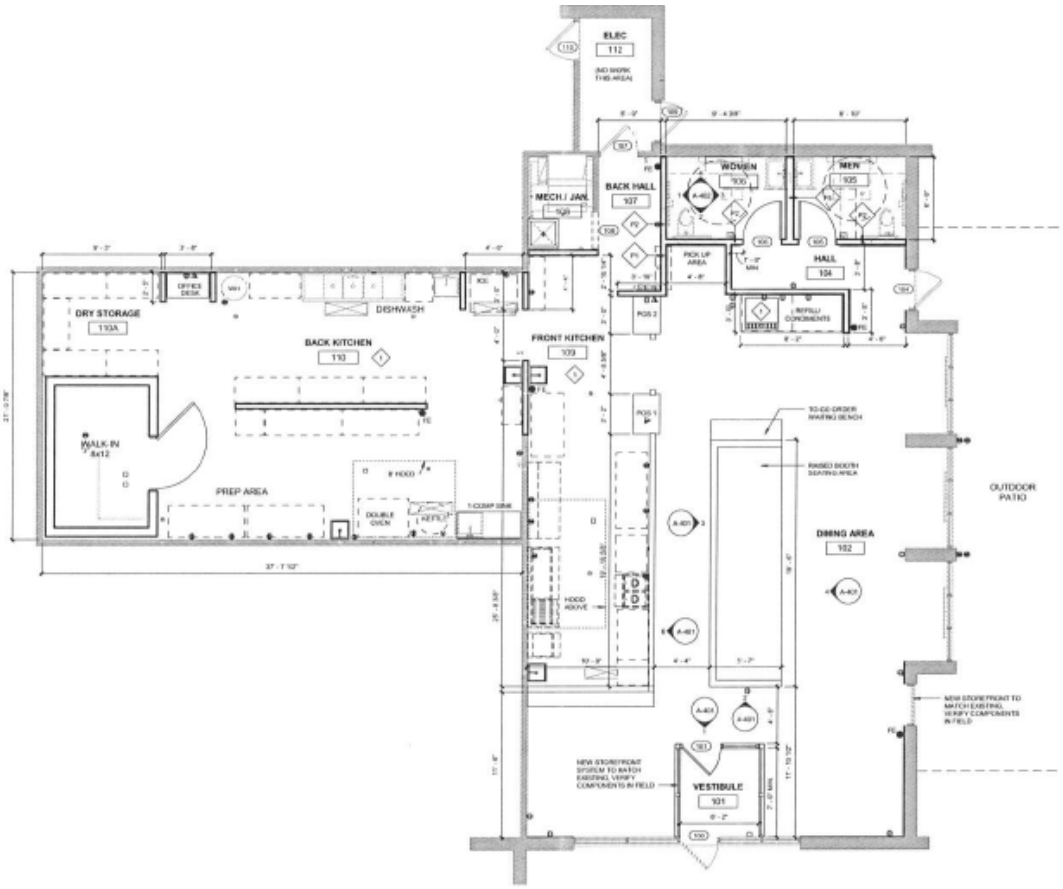


Figure 1: Taziki's Interior Floor Plan

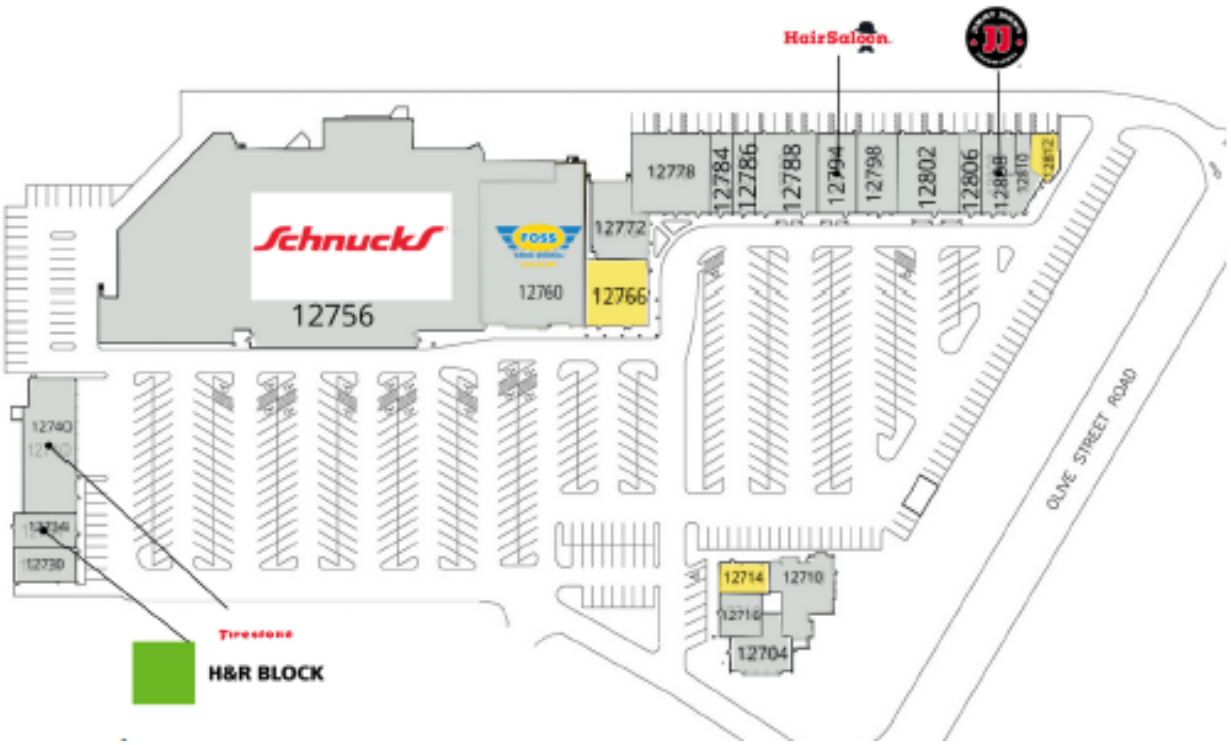


Figure 2: Taziki's Location within Bellerive Plaza.

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.

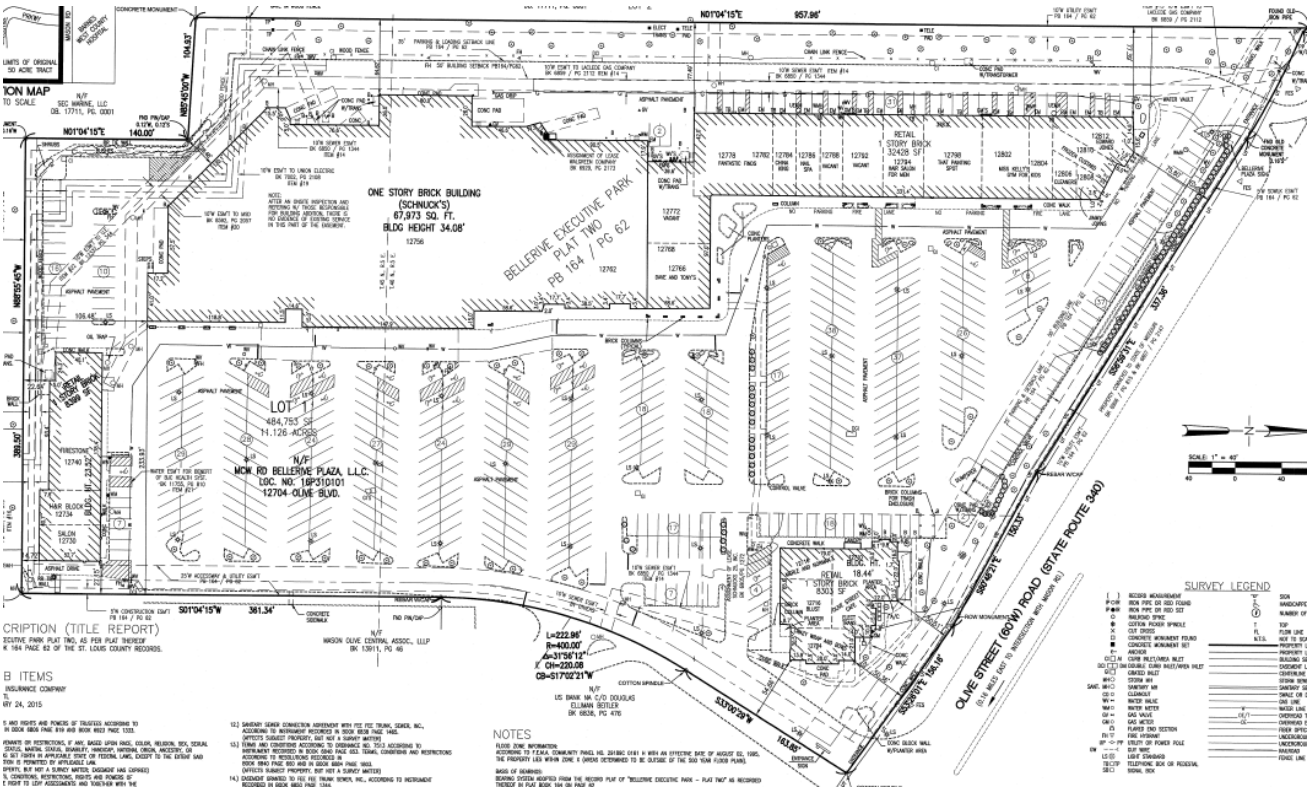


Figure 6: Parking for Bellerive Plaza showing 527 spaces.

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
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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 #23-038shall 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.

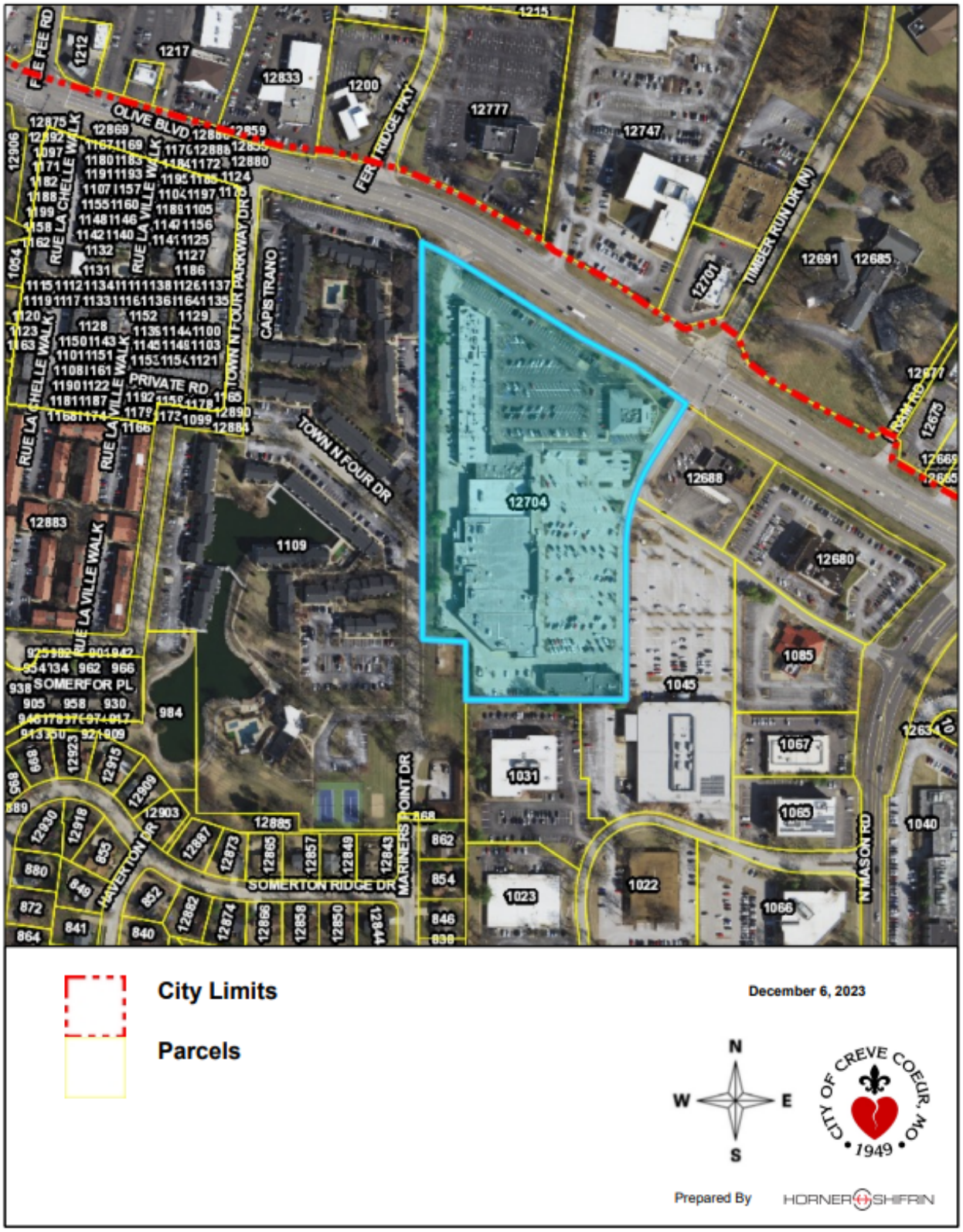
MOTION
The following is an example of an appropriate motion for this application:

> "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

BILL NO. 6099 **ORDINANCE NO. _____**

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.

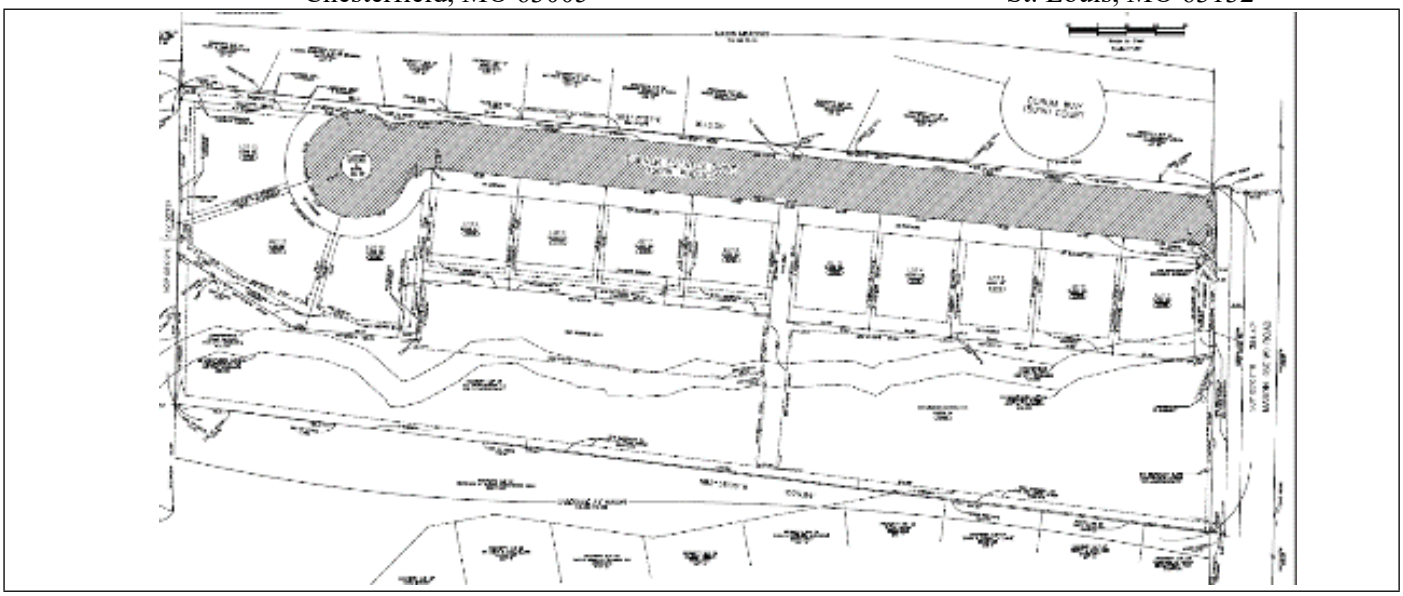
Key Issues:
- Is the final plat in substantial conformance with the approved preliminary plat?
- Does the subdivision meet the zoning district requirement?

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

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



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:

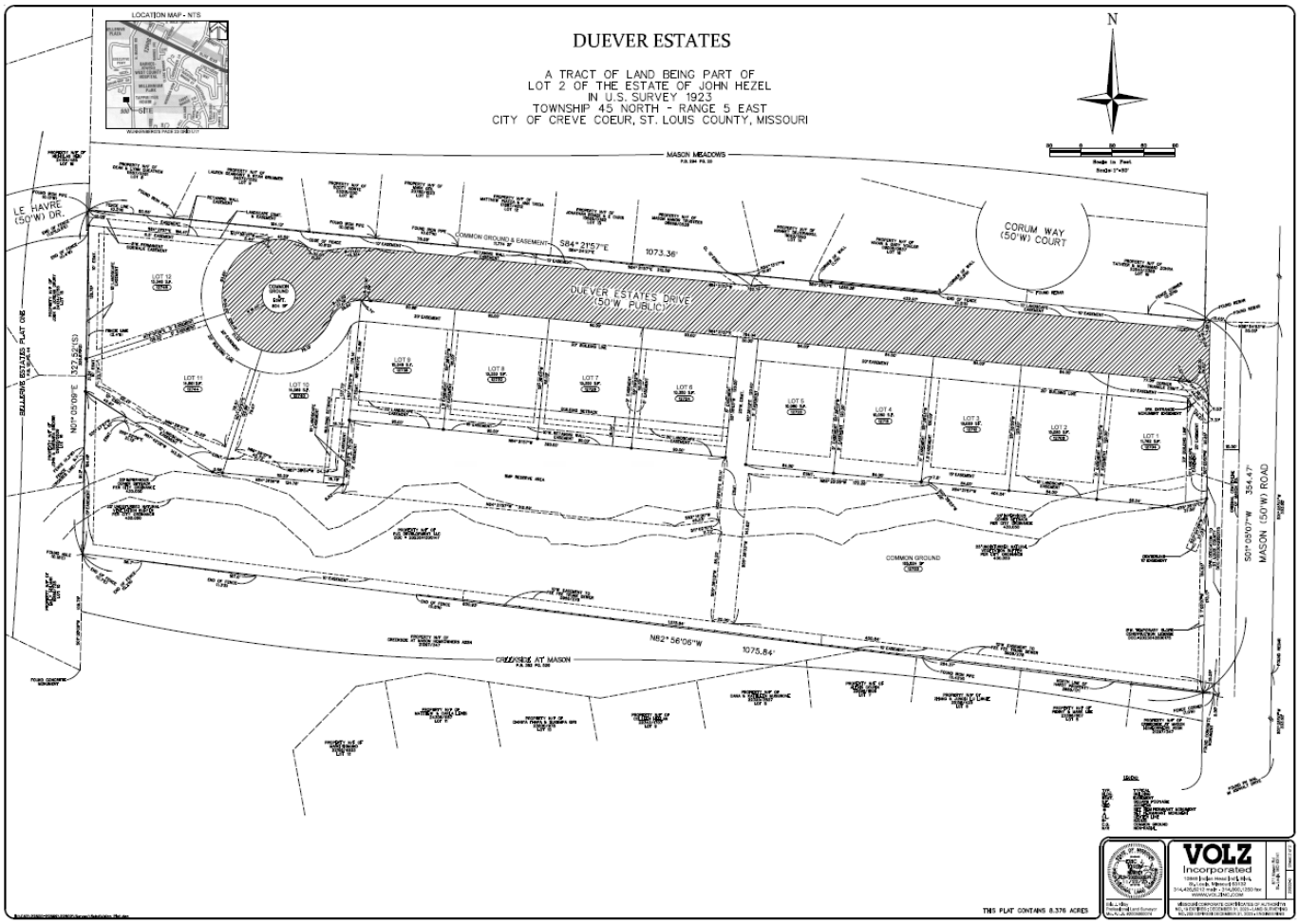
DIRECTION	USE	ZONED	SEPARATED BY
North	Single Family Residences	D-Single Family Residential	N/A
South	Single Family Residences	B-RDD Single Family Residential	NA
East	Andrews Academy	C-Single Family Residential	North Mason Road
West	Single Family Residences	D-Single Family Residential	N/A

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 it's 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.

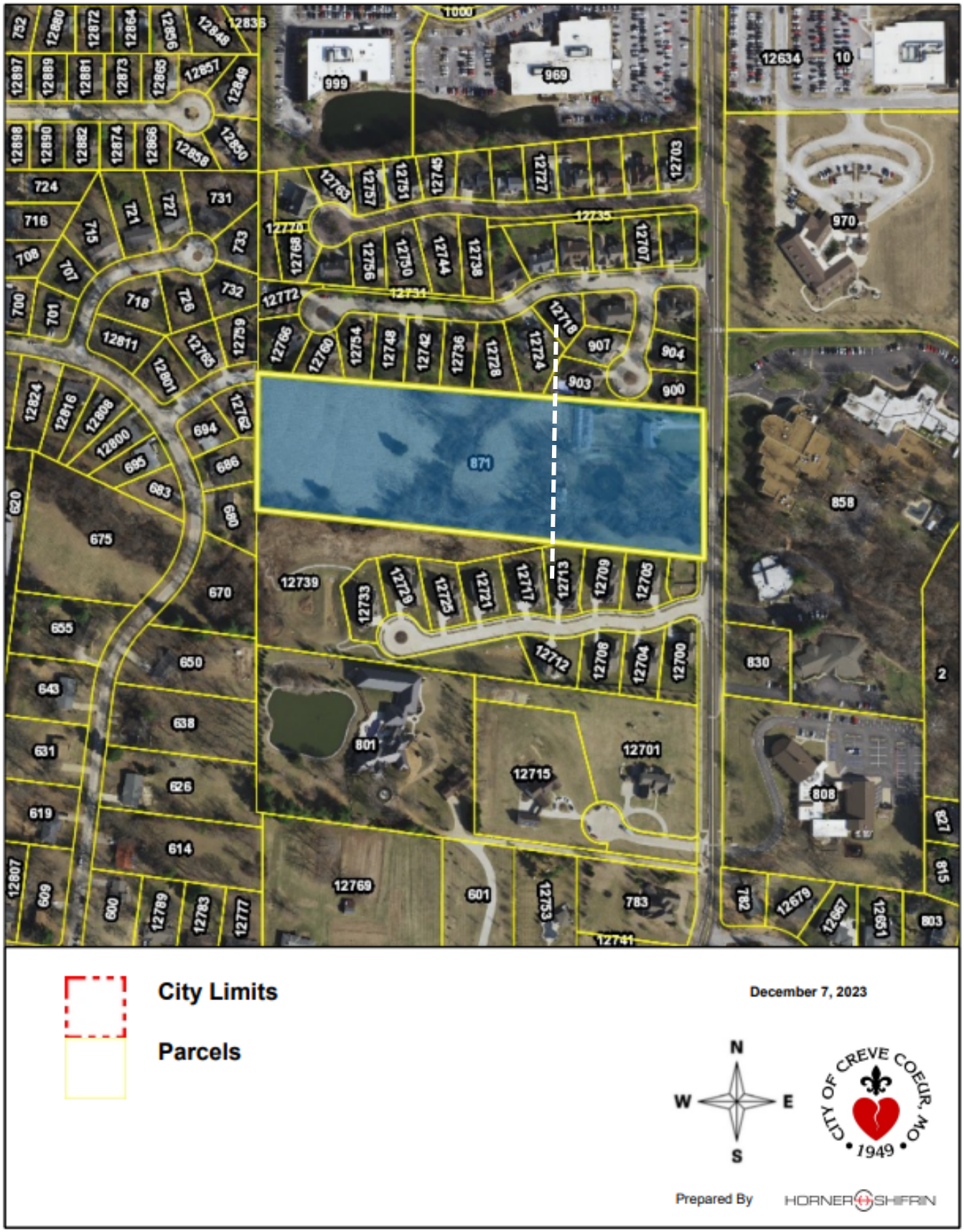
APPENDIX 2: ZONING CODE (CHAPTER 405 OF THE CREVE COEUR MUNICIPAL CODE)

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

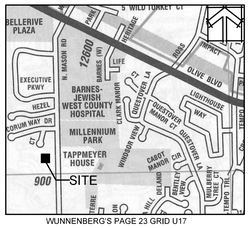
APPENDIX 3: CREVE COEUR SUBDIVISION AND LAND DEVELOPMENT REGULATIONS (CHAPTER 410 OF THE CREVE COEUR MUNICIPAL CODE)

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

APPENDIX 4: AERIAL MAP



LOCATION MAP - NTS



WUNNENBERG'S PAGE 23 GRID U17

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.

3. (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.

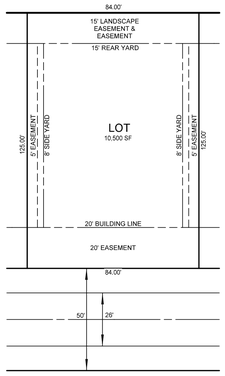
6. We have determined the horizontal location of this tract of land in the City of Creve Coeur, Missouri, by scaling the property in reference to the "Flood Insurance Rate Map (FIRM), St. Louis County, Missouri and Incorporated Areas", Panel 186 of 445, Map Number 29189C0186K with effective date of February 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.

TYPICAL LOT



SCALE = 1" = 30'

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 Practice). 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)
) SS
COUNTY OF ST. LOUIS)

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)
) SS
COUNTY OF ST. LOUIS)

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

STATE OF MISSOURI
ERIC J. KIRBY
NUMBER
2005000074
11/22/22
PROFESSIONAL LAND SURVEYOR

Eric J. Kirby
Professional Land Surveyor
Mo. P.L.S. #2005000074

VOLZ Incorporated
10849 Indian Head Ind'l. Blvd.
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871 Mason Rd
St. Louis, MO 63141

Sheet 1 of 2

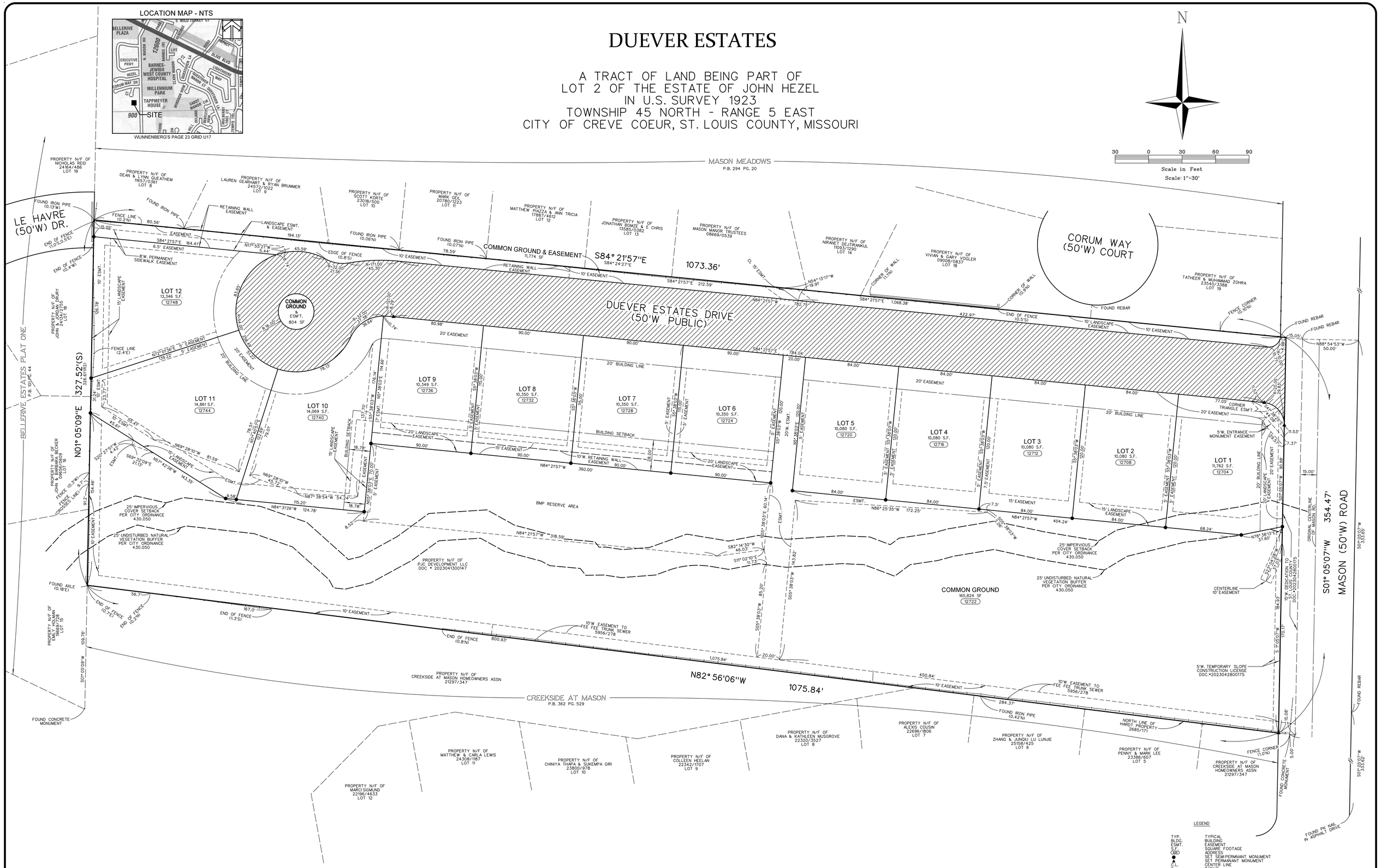
22802-D

MISSOURI CORPORATE CERTIFICATES OF AUTHORITY:
NO. 19 EXPIRES : DECEMBER 31, 2023 - LAND SURVEYING
NO. 203 EXPIRES: DECEMBER 31, 2023 - ENGINEERING

H:\CAD\22800-22899\22802\Survey\Subdivision_Plat.dgn

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



LEGEND

TYP.	TYPICAL
BLDG.	BUILDING
ESMT.	EASEMENT
S.F.	SQUARE FOOTAGE
(38)	ADDRESS
●	SET SEMI-PERMNANT MONUMENT
▲	SET PERMANANT MONUMENT
C.L.	CENTER LINE
R=	RADIUS
C.G.	COMMON GROUND
N/R	NON-RADIAL

THIS PLAT CONTAINS 8.376 ACRES

STATE OF MISSOURI
ERIC J. KIRBY
NUMBER
2005000074
11/22/23
PROFESSIONAL LAND SURVEYOR

Eric J. Kirby
Professional Land Surveyor
Mo. P.L.S. #2005000074

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Sheet 2 of 3

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H:\CAD\22800-22899\22802\Survey\Subdivision Plat.dgn

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

Page

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 which 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.

_____
Notary Public

My commission expires:

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

SEAL OF THE RECORDER OF DEEDS FOR ST. LOUIS COUNTY, MO

Recorder of Deeds
St. Louis County, Missouri

20,228,322

4

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, 2023, 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: Brian Thomas
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

ANGELA BROWN
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES MARCH 7, 2026
ST. LOUIS COUNTY
COMMISSION #14117437

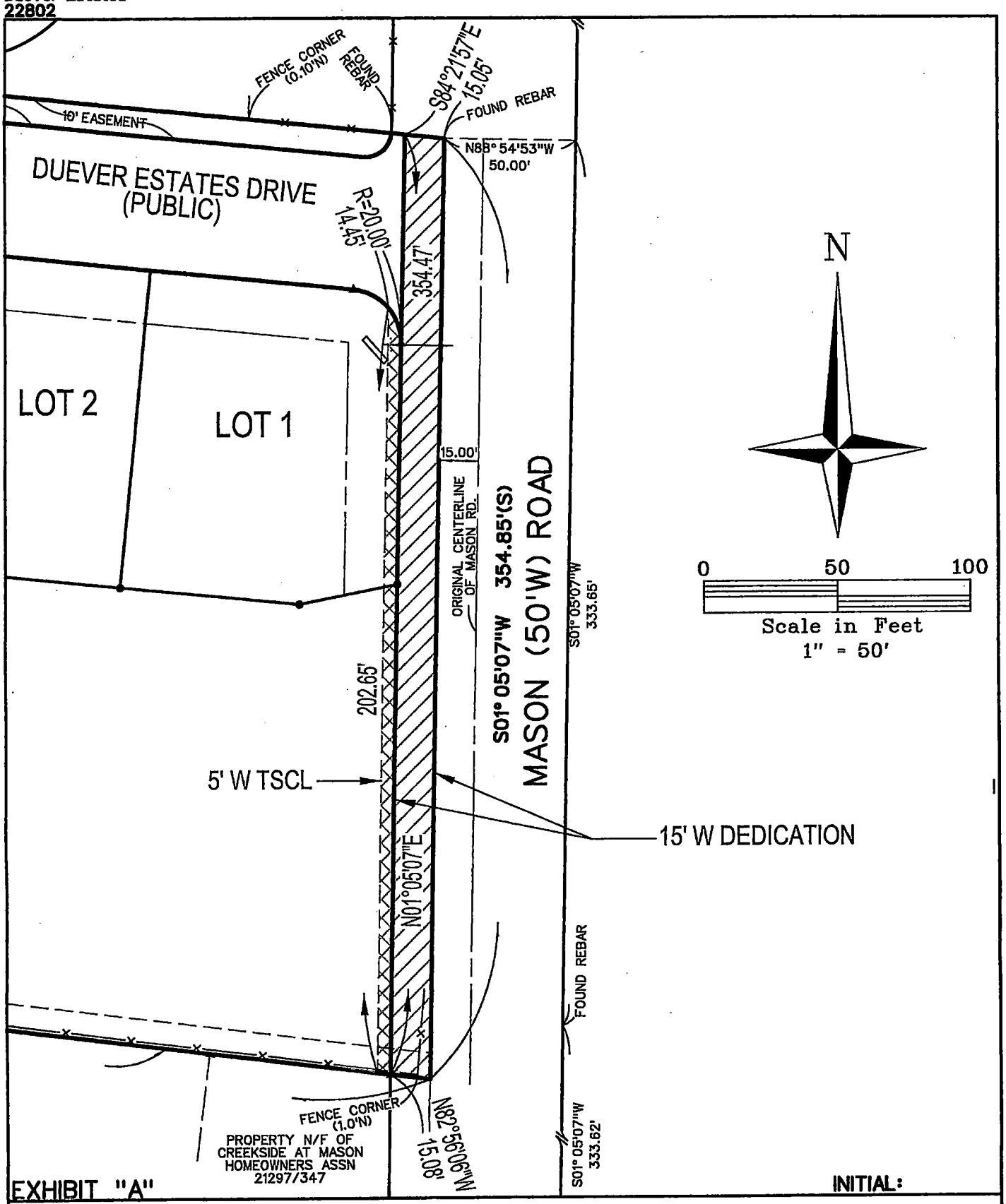
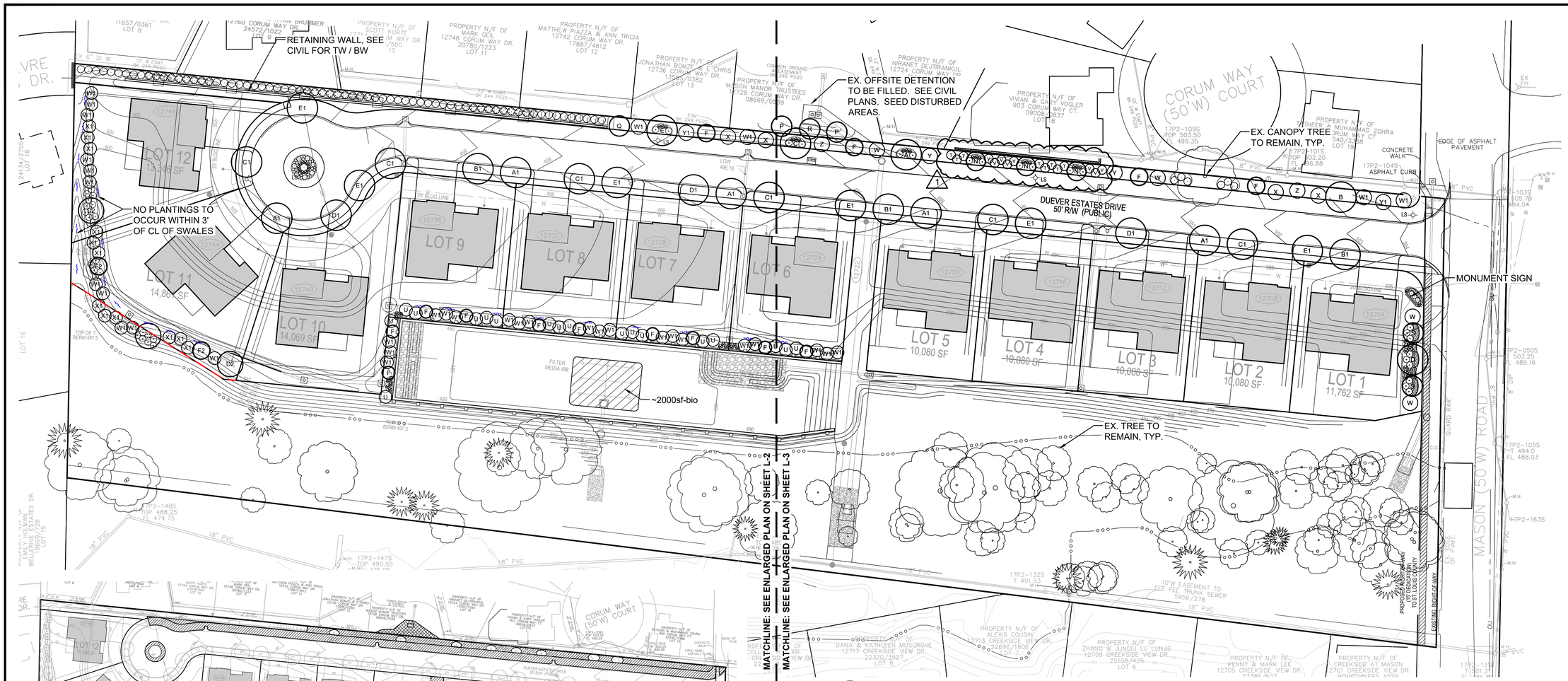


EXHIBIT "A"

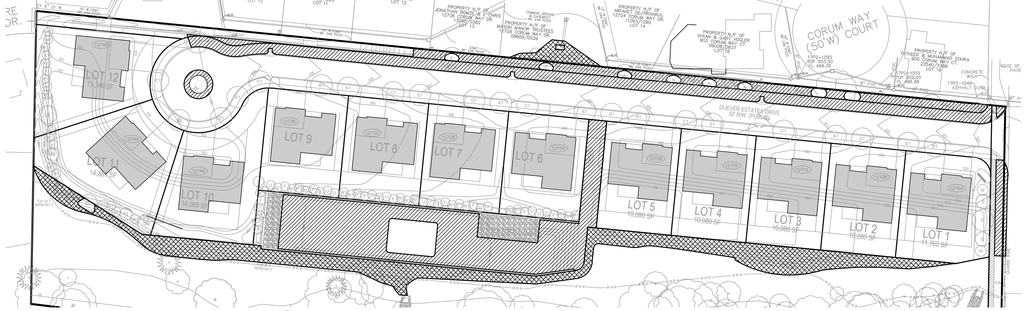
INITIAL:

GENERAL WARRANTY DEED
DUEVER ESTATES
871 N MASON ROAD
CREVE COEUR, MO. 63141



OVERALL LANDSCAPE PLAN

SCALE 1"=40'



SEED & SOD DIAGRAM

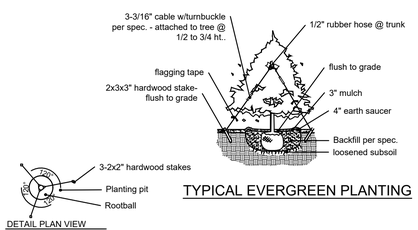
SCALE 1"=80'

SEED & SOD KEY

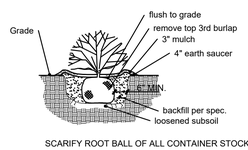
SOD
37,750sq.ft. (~4,195sq.yd.)

LAWN SEED W/ EROSION CONTROL BLANKET
18,350sq.ft. (~2,040sq.yd.)

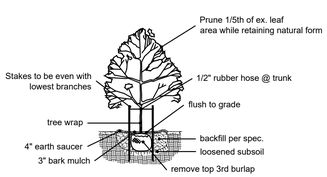
NOTE: LAWNS OF INDIVIDUAL LOTS TO BE INSTALLED WITH CORRESPONDING HOME CONSTRUCTION.



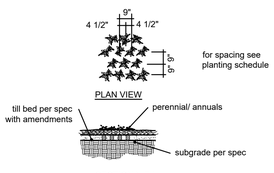
TYPICAL EVERGREEN PLANTING



TYPICAL SHRUB PLANTING



CANOPY TREE PLANTING



TYPICAL PERENNIAL PLANTING

NOTES:
1. MULCH TO BE DOUBLE GROUND BARK MULCH, UNLESS OTHERWISE NOTED ON PLAN.
2. ALL 3:1 OR STEEPER SLOPES SHALL BE SEEDED AND HAVE EROSION CONTROL BLANKET, UNLESS OTHERWISE NOTED ON THE ABOVE "SEED & SOD DIAGRAM".
3. TOPSOIL IN ALL DISTURBED LAWN AREAS AT 6" DEPTH, UNLESS SITE SOILS ARE DEEMED ACCEPTABLE.
4. SOIL MIX OR AMENDED SITE SOILS IN ALL SHRUB BEDS AT 8" DEPTH.
5. 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)

PLANTING SCHEDULE

SYMBOL	QUANTITY	BOTANICAL NAME	COMMON NAME	MIN. SIZE	REMARKS
CANOPY / STREET TREES					
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	1	Acer x freemanii 'Autumn Blaze'	Autumn Blaze Maple	4" cal.	B&B
1 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	2	Platanus x acerifolia 'Bloodgood'	Bloodgood London Planetree	4" cal.	B&B
1 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
1 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					
1 N	3	Malus 'Coralcole'	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 'Jarmin' (fruitless)	Marilee Crabapple	2" cal.	B&B
EVERGREEN TREES					
1 T	8	Picea pungens 'Fat Albert'	Fat Albert Colorado Blue Spruce	6' ht	B&B
U	18	Juniperus virginiana 'Canaerti'	Canerti Juniper	8' ht	B&B
1 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
1 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.
1 d	12	Juniperus x pfitzeriana 'Saybrook Gold'	Saybrook Gold Juniper	24"	Cont.
e	9	Ilex x meserveae 'Mesog'	China Girl Holly	24"	Cont.
g	10	Taxus x media 'Everlow'	Everlow Yew	24"	Cont.
1 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 'Hetzii 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	Symphyotrichum 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)			

STATE OF MISSOURI
JERALD A. SAUNDERS
NUMBER LA-7
LANDSCAPE ARCHITECT
10/24/23

Jerald Saunders - Landscape Architect
MO License # LA-007

Consultants:

Revisions:

Date	Description	No.
10/24/23	Screen Plantings	1

Drawn: LWH
Checked: JAS

LOOMIS ASSOCIATES
landscape architects + planners
750 spirit 40 park drive, chesterfield, missouri 63005
t. 636-519-8668
www.loomis-associates.com
Loomis Associates Inc.
Missouri State Certificate of Authority #: LAC #000019

IMPROVEMENT PLANS FOR
Duever Estates
871 NORTH MASON ROAD
SAINT LOUIS, MISSOURI 63141

Sheet Title: OVERALL LANDSCAPE PLAN

Sheet No: L-1

Date: 09/27/23
Job #: 971.004

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

EXHIBIT ONE

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.

Remainder of Page Intentionally Left Blank

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

_____

Title _____

ATTEST:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

CITY OF CREVE COEUR

By _____

Title _____

ATTEST:

By _____

Title _____

Approved as to Form:

By _____

Title _____

Ordinance No:_____

Exhibit A - Location of Project

Exhibit B – Project Schedule

Project Description: STBG-5561(613) New Ballas Road

PROJECT DEVELOPMENT SCHEDULE **Note:** *many stages can occur concurrently.*			
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 reprocurement 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/WHD/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 reprocurement 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 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).

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 Berecz, 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.

BILL NO. __6101_____ ORDINANCE NO. _____

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.

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

By: _____

METROPOLITAN PARK AND RECREATION DISTRICT d/b/a THE GREAT RIVERS GREENWAY DISTRICT

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.

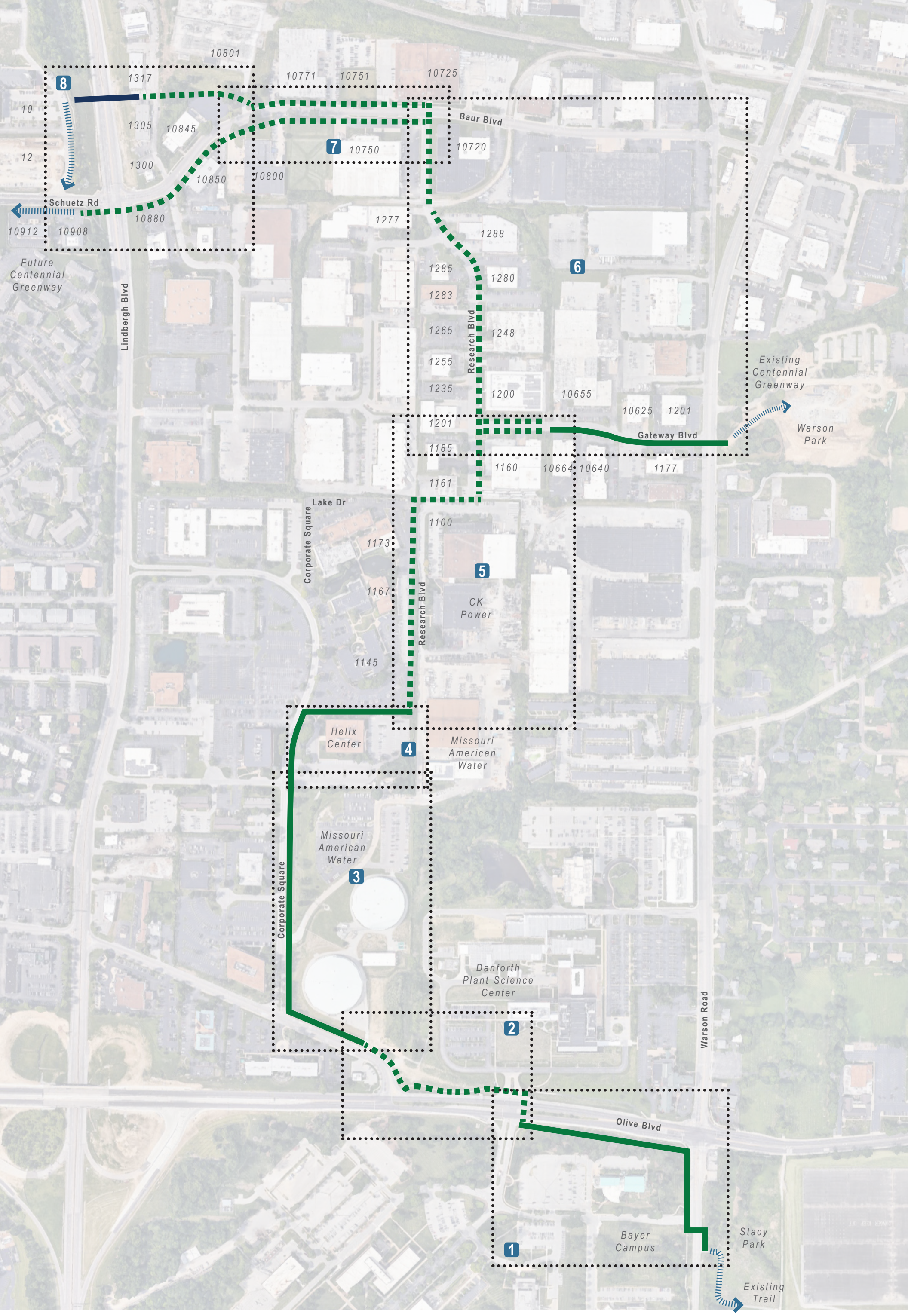
The first phase of the project will connect the existing Greenway in Warson Park in Olivette to a point on Baur Boulevard, Section 6, as shown on the accompanying map. Phases 7 and 8, which will include either a bridge over Lindbergh Boulevard or an at-grade crossing, will be constructed as a future 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.



Great Rivers Greenway

Centennial Greenway + 39 North Connector

Alignment Plan

November 3, 2023

Options being studied
Owner supported route
Potential bridge crossing
Adjacent Connections

BILL NO. 6102 **ORDINANCE NO. _____**

AN ORDINANCE AUTHORIZING AN AMENDMENT TO ORDINANCE NUMBER 5738 FOR THE WEST PARK OFFICE DEVELOPMENT MASTER SIGN PLAN AND AUTHORIZING ADDITIONAL SIGNAGE FOR THE B&B THEATRES BUILDING WITHIN THE WEST PARK OFFICE DEVELOPMENT

WHEREAS, an application was submitted by Dennis McIntire, on behalf of B&B Theatres, for an amendment to the Master Sign Plan for the West Park Office Development as authorized in Ordinance Number 5738, in the CB-Core Business Zoning District to allow for additional building signage for B&B Theatres; and

WHEREAS, City Council approved Ordinance Number 5738 on May 10, 2021 authorizing as an alternative to what would otherwise be allowed, a comprehensive plan of signage for the West Park Office development pursuant to Section 405.950.J of the City of Creve Coeur's Code of Ordinances; and

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

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

WHEREAS, the Planning and Zoning Commission of the City of Creve Coeur, Missouri, held a public hearing thereon at the Creve Coeur Government Center on January 16, 2024, beginning at 6:00 p.m., or immediately following the close of the previous public hearing; and,

WHEREAS, the Planning and Zoning Commission reviewed and, by a vote of 4-0 recommended approval of the subject amendment at its meeting on January 16, 2024; and,

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

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

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

Section 1: A Master Sign Plan amendment attached hereto as Exhibit 1 is authorized for the West Park Office Development campus, generally located at 12601, 12609, 12645, 12647, 12649, 12653, 12655, and 12657 Olive Boulevard zoned "CB" Core Business Commercial zoning district.

Section 2: Ordinance 5738 is hereby amended to allow for the additional building signage for B&B Theatres within the West Park Office Development consisting of properties addressed as 12601, 12609, 12645, 12647, 12649, 12653, 12655 and 12657 Olive Boulevard as proposed in the Applicant's Materials submitted December 15th, 2023 and revised January 9th, 2024. The Applicant shall submit sign permit applications for the proposed signage prior to installation. The

Applicant shall follow the Master Signage Plan approved May 10, 2021, and as amended herein for B&B Theatres, for all new or altered signage on the campus, as approved by the City of Creve Coeur. The location, size, shape, color, type, and design of each sign shall not substantively depart from the Master Sign Plan, unless approved by the City of Creve Coeur. All other conditions of Ordinance No. 5738 shall remain in effect.

Section 3: 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) 872-2500/872-2501 • Fax (314) 872-2505 • Relay MO 1-800-735-2966
www.creve-coeur.org

January 17, 2024

Dennis McIntire
B&B Theatres
PO Box 129
Liberty, MO 64069

RE: APPLICATION #24.001: Master Sign Plan Amendment for the West Park Development Pursuant to Section 405.955 Master Sign Plans

Dear Mr. McIntire,

The Planning and Zoning Commission, at its meeting of January 16, 2024 reviewed and recommends approval to the City Council of the master sign plan amendment subject to the conditions below:

1. Ordinance 5738 shall be amended to allow for the additional building signage for B&B Theatres within the West Park Office Development consisting of properties addressed as 12601, 12609, 12645, 12647, 12649, 12653, 12655 and 12657 Olive Boulevard as proposed in the Applicant's Materials submitted December 15th, 2023 and January 9th, 2024.
2. The Applicant shall submit sign permit and/or building permit applications for the proposed signage.
3. The Applicant shall follow the Master Signage Plan approved May 10, 2021, and as amended herein for B&B Theatres, for all new or altered signage on the campus, as approved by the City of Creve Coeur. The location, size, shape, color, type, and design of each sign shall not substantively depart from the Master Sign Plan, unless approved by the City of Creve Coeur.
4. All other conditions of Ordinance No. 5738 shall remain in effect.

The application will appear before the City Council on Monday, January 22, 2024 at 7:30 PM. You or a representative should plan to be in attendance to present the application and to answer any questions from the City Council.

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

Sincerely,

CITY OF CREVE COEUR

Julie LaBonte, Chairman
Planning & Zoning Commission

JL: mw

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 #24-001: AN APPLICATION FOR A MASTER SIGN PLAN AMENDMENT FOR THE WEST PARK OFFICE DEVELOPMENT PURSUANT TO SECTION 405.955 MASTER SIGN PLANS

FOR THE MEETING OF: Tuesday, January 16, 2024, 6:00 P.M.

LOCATION: 12601, 12609, 12645, 12647, 12649, 12653, 12655 and 12657 Olive Boulevard, within the West Park Office Development, zoned CB-Core Business District.

REQUEST: Dennis McIntire of B&B Theatres, submitted an application to amend the master sign plan for the West Park Office Development, that consists of the properties addressed as: 12601, 12609, 12647, 12645, 12649, 12653, 12655 and 12657 Olive Boulevard. The request includes four new building signs for the B&B Movie Theatre. The movie theater also includes a restaurant, bowling alley and arcade that the applicant would like to advertise to the public with the additional signage. The existing low monument sign refacing and the main building signage have received permit approval according to the existing Master Sign Plan.

ADDITIONAL INFORMATION: Section 405.955 Master Signage Plans provides that as an alternative to what would otherwise be allowed, signs may be permitted in accordance with a Comprehensive Plan of signage for planned developments and large campus development of contiguous multi-acre areas, not separated by major highways or public rights-of-way subject to the recommendation of the Planning and Zoning Commission and approval of the City Council.

Key Issues:

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

Creve Coeur 2030 Comprehensive Plan References

- West Olive & Large Commercial Properties Mixed-Use (MU) District
- Design Guidelines

Zoning Code References

- Section 405.350 "CB" Core Business District
- Section 405.955: Master Signage Plans

APPLICANT: Dennis McIntire
B&B Theatres
PO Box 129
Liberty, MO 64069

REPORT PREPARED BY: Bethany L. Moore, AICP, City Planner
DATE: 1/9/2024
ATTACHMENTS: Applicant's Materials received December 15, 2023 and January 9, 2024, Draft Ordinance

BACKGROUND AND MASTER SIGN PLAN PROPOSAL

The West Park Office Development Master Sign Plan was approved in 2021 and includes the properties addressed as 12601, 12609, 12645, 12645, 12649, 12653, 12655 and 12657 Olive Boulevard, which include the former AMC Theater, now B&B Theatres, Edge@West at 12645 Olive Boulevard, the office buildings at 12647 and 12655 Olive Boulevard, Buffalo Wild Wings, and the multitenant retail center. The Master Sign Plan replaced a common sign plan which was approved at a staff level in 2001.

This proposal is to amend the Master Sign Plan to allow for more exterior building signage for B&B Theatres. Under the current Master Sign Plan, the theater building at 12657 Olive Boulevard is allowed a single building sign totaling 187 square feet. This request is to allow four additional signs in order to advertise the multiple attractions inside the building. The applicant is proposing two signs on each side of the main entrance arraigned in a horizontal band across the building. The total square footage of all proposed signage is 368.9 square feet.

Figure 1: Site Plan for West Park Office Development signage with movie theater location circled in red.

Building Signs

The sign plan proposes four new wall signs. Two new wall signs on either side of the main entrance which will each share a maximum of 150 square feet. The signs will be located in "band" across the upper exterior wall of the building. The 119.3 square foot "B&B Theatres" sign has already received permit approval as it is within the allowed square footage for the previous sign in the existing Master Sign Plan.

PROPOSED RENDERING

Figure 2: Proposed wall signs.

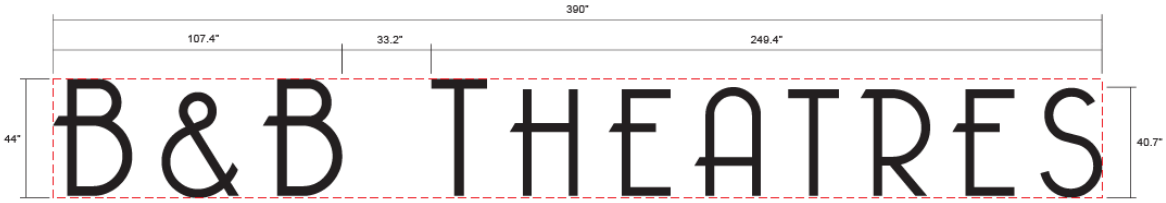


Figure 3: B&B Theatres sign, 119.3 Square Feet.

The proposed signage for the western portion of the façade includes two signs totaling 100.7 square feet. The "B-Roll" sign is 47.3 square feet and the "Outakes" sign is 53.4 square feet. Both signs will be "halo" illuminated channel letters. These signs are for the additional uses within the theater besides the movie screens.

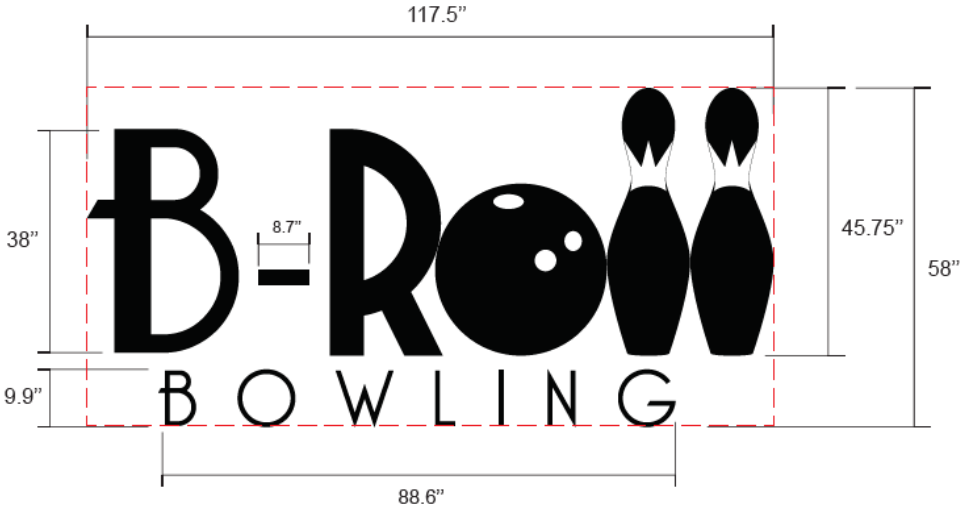


Figure 4: Bowling Sign, 47.3 Square Feet.

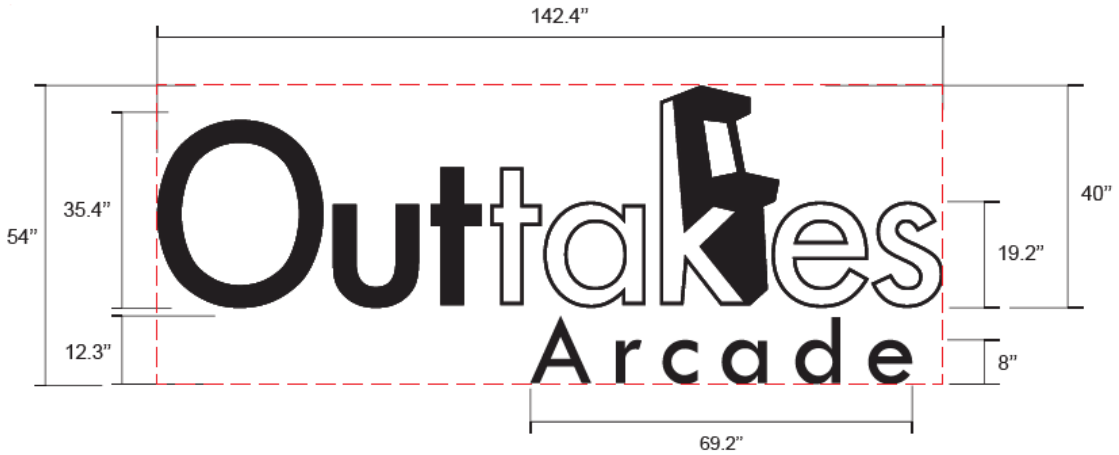


Figure 5: Arcade Sign, 53.4 Square Feet.

The proposed signage for the eastern portion of the façade includes two signs totaling 148.9 square feet. The "Grand Screen" sign is 112.7 square feet and the "Screen X" sign is 36.2 square feet. Both signs will be "halo" illuminated channel letters.

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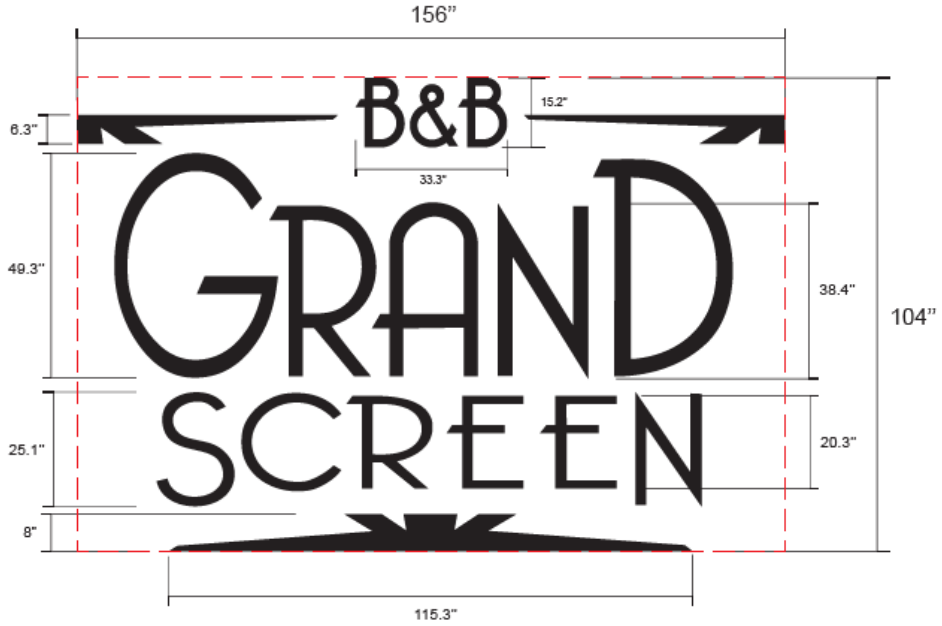


Figure 6: Grand Screen Sign, 112.7 Square Feet.

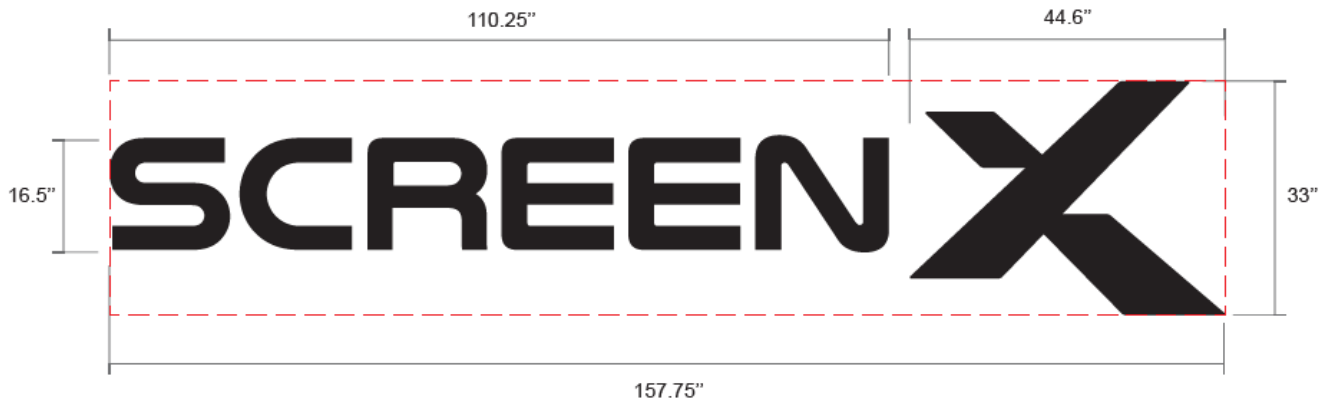


Figure 7: Screen X Sign, 36.2 Square Feet.

Existing Ground Sign

One low monument sign is existing for the theater at the corner of Whispering Pines Drive and Olive Boulevard. The low monument sign has received permit approval to be refaced as shown in Figure 8. The masonry base is existing and the total square footage of each sign face is 27 square feet which is allowed under the current Master Sign Plan.

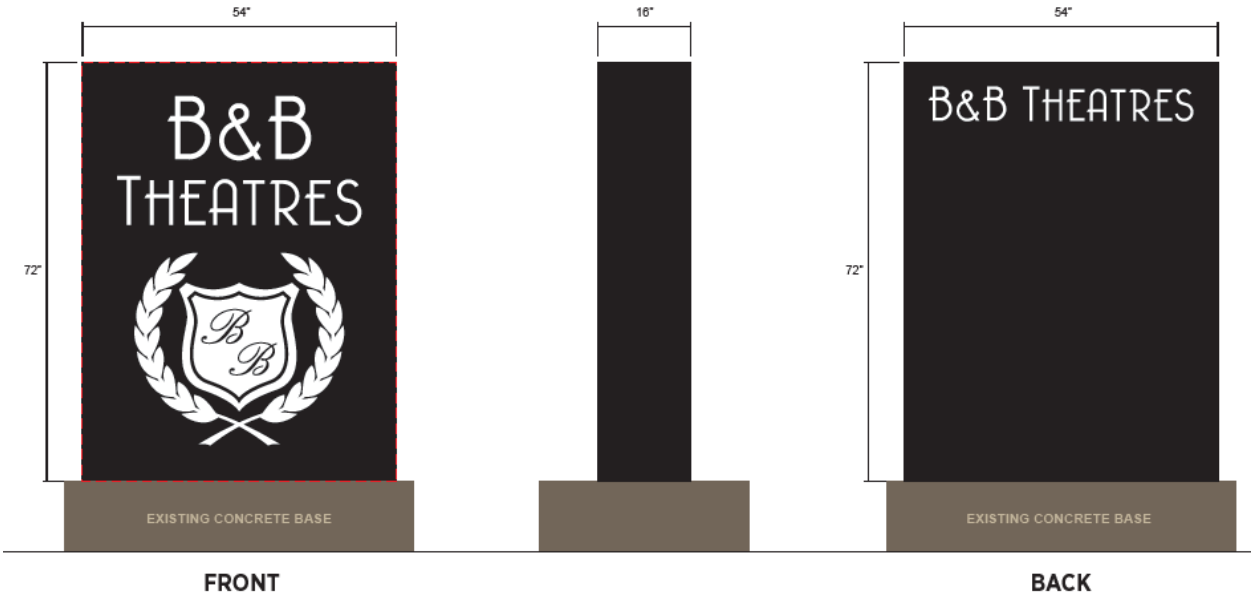


Figure 8: Refaced low monument sign, 27 Square Feet.

LAND USE AND ZONING OF SURROUNDING PROPERTIES
The adjacent zoning and land uses are as follows:

DIRECTION	USE	ZONED	SEPARATED BY
North	Single Family and Multi-Family Residential	R3 and R4 District, Unincorporated St. Louis County	N/A
South	BJC-West County Hospital	PH-Planned Hospital District	Olive Boulevard
East	Heritage Place Shopping Center	CB-Core Business District/ Unincorporated St. Louis County	N/A
West	Retail	St. Louis County	Whispering Pines Drive

CREVE COEUR 2030 COMPREHENSIVE PLAN REVIEW
The West Park office development is within the West Olive and Large Commercial Properties area of the Mixed-Use (MU) Place Type District. The Campus Place Type is intended for the development of large multi-building office structures, institutional facilities, research building, educational, and healthcare facilities, deeply setback from site edges and surrounded by beautiful landscape buffers. While the Comprehensive Plan does not provide specific direction regarding signage for such uses, the Design Guidelines offer further guidance in reviewing signs, by recommending that sign plans include a consistency of materials, siting, and design.

Per the Design Guidelines, all signs are to be architecturally integrated and complement their surroundings in terms of size, shape, color, texture and lighting. Signs are to complement the overall design of the building and are not to be designed to be in visual competition with other signs in the area. New signs proposed for existing buildings should provide a compatible appearance with other building signage. Where no sign program exists, there should be an attempt to bring in a unifying element (such as size). (Pg. 17).

The proposed signs are well-designed and in similar style and use of materials to each other and the proposed halo lit sign design represent high quality materials. The placement of the additional signage maintains symmetry on the building. Staff finds that the existing and proposed signage is in keeping with the Design Guidelines and the Comprehensive Plan with respect to continuity of signage within the West Park development and with the utilization of high-quality sign materials,

ZONING CODE REVIEW
All signs within the City are regulated under Article VIII of the Zoning Ordinance. The purpose of the Sign Regulations is to encourage the effective use of signs as a means of communication, to maintain and enhance the aesthetic appearance of the City and to facilitate and improve pedestrian and vehicular traffic safety, and to lessen confusion and visual clutter caused by a proliferation of signs competing for attention.

The Sign Regulations allow for flexibility through the approval of a comprehensive sign package that creates an overall identity for non-residential district properties of campus developments of three (3) or more multiple buildings with a minimum of a ten (10) acre campus, where all signs are compatible in theme, quality, and character with the surrounding area, per the Master Sign Plan provision under Section 405.955 below:

Section 405.955. Master Signage Plans.

A. In keeping with the intent to allow flexibility in the design of planned developments and large campus development of contiguous multi-acre areas, not separated by major highways or public right-of-ways (i.e., Olive Boulevard), the following options may be available for signs accessory to uses in non-residential district properties of campus developments of three (3) or more multiple buildings with a minimum of ten (10) acres, HE Higher Education District, and residentially zoned institutions (schools and places of worship with a minimum tract area of twenty (20) acres).

1. As an alternative to what would otherwise be allowed, signs may be permitted in accordance with a Comprehensive Plan of signage subject to the recommendation of the Planning and Zoning Commission and approval of the City Council following a public hearing conducted in accordance with the provisions of Sections 405.1060(D)(3) and 405.1120 of the Zoning Code. The Comprehensive Plan of signage shall show the location, size, height and extent of all proposed signs. In addition, the geographic limits of the area to be covered by the Comprehensive Plan of signage must be shown.

2. Any application submitted pursuant to Subsection (A)(1) above may be made by any property owner, owner of an easement, lessee, contract purchaser or their agent. Such application shall be accompanied by a statement setting forth the names of the record owners of the properties upon which such signs are proposed to be located and the notarized agreement of each record owner to the placement of such signs on their property. When an application requests permission to erect a sign on property owned by someone other than the applicant, then such application shall be accompanied by a written and notarized statement signed by the record owners of such properties which indicates their endorsement of the application.

3. The above-cited signage options shall be exercised in accordance with the standards for all planned developments as set forth in Section 405.1080. All proposed signs shall be reviewed based on the following criteria:

a. Proposed signs are consistent with the purpose of this Article.

b. Proposed signs are compatible with the theme, visual quality, and overall character of the surrounding area.

c. Proposed signs are in scale and harmonious with the development and shall be so located and sized as to ensure convenience to the visitor, user or occupant of the development while not adding to street clutter or otherwise detracting from the planned unit nature of the development and the purposes of architectural and urban design elements.

4. The Zoning Administrator may approve minor changes to an approved master sign plan which he determines to be consistent with the scope and intent of such plan.

The proposed Master Sign Plan amendment is largely consistent with the intent of the Sign Regulations provision for master sign plans. All of the signs represent a similar style and design, and are mostly limited to a single building that is set back from Olive Boulevard within the development. The request represents a total of 368.9 square feet of signage which is a large amount for a single building.

Staff reviewed the allowed signage for the AMC Creve Coeur 12 Theater, located at 10465 Olive Boulevard, within the Creve Coeur Pavilion development, which does not have a Master Sign Plan, and the Dierbergs grocery store within the West Oak Square development, located at 11481 Olive Boulevard, which does have a Master Sign Plan. Staff took the allowed signage for the AMC theatre and the Dierbergs, which includes additional uses inside the grocery store, into consideration when discussing the proposed signage for B&B Theatres. Staff suggested the proposed exterior signage be reduced and

arranged in a "band" across the building similar to the signage at Dierbergs (Figure 9). The applicant has agreed and submitted revised plans on January 9, 2024 in accordance with staff's recommendation.

Although the other movie theater in Creve Coeur, AMC 12 (Figure 10), is only allowed one smaller sign on the front facade, that location does not have a Master Sign Plan or include additional uses within the building. The AMC 12 also showcases movie poster boxes on the exterior to advertise the movies being offered, while B&B Theatres does not. Previously, this theater had a larger sign on the front façade but when it was replaced, it was subject to the zoning code allowances for signs in non-residential districts per Section 405.950, which allows a maximum of 50 square feet. Under the current master sign plan, the main building signage square footage allowance for B&B Theatres is 187 square feet and the "B&B Theatres" sign (Figure 3) is 119.3 which does show a significant reduction in size. Staff encourages the Planning and Zoning Commission to discuss the need for multiple signs on a single building façade, their location on a non-street facing façade and the size given the multiple uses that are housed within the theater building.

Figure 9: Dierbergs Markets at West Oak's Master Sign Plan

Figure 10: AMC 12 sign, 45 Square Feet.

FORM OF THE DRAFT ORDINANCE
Should the Commission find West Park Office development's Master Sign Plan amendment reasonable, attached is a draft ordinance that contains the following customary conditions:

- Ordinance 5738 shall be amended to allow for the additional building signage for B&B Theatres within the West Park Office Development consisting of properties addressed as 12601, 12609, 12645, 12647, 12649, 12653, 12655 and 12657 Olive Boulevard as proposed in the Applicant's Materials submitted December 15th, 2023 and January 9th, 2024.
- The Applicant shall submit sign permit and/or building permit applications for the proposed signage.
- The Applicant shall follow the Master Signage Plan approved May 10, 2021, and as amended herein for B&B Theatres, for all new or altered signage on the campus, as approved by the City of Creve Coeur. The location, size, shape, color, type, and design of each sign shall not substantively depart from the Master Sign Plan, unless approved by the City of Creve Coeur.
- All other conditions of Ordinance No. 5738 shall remain in effect.

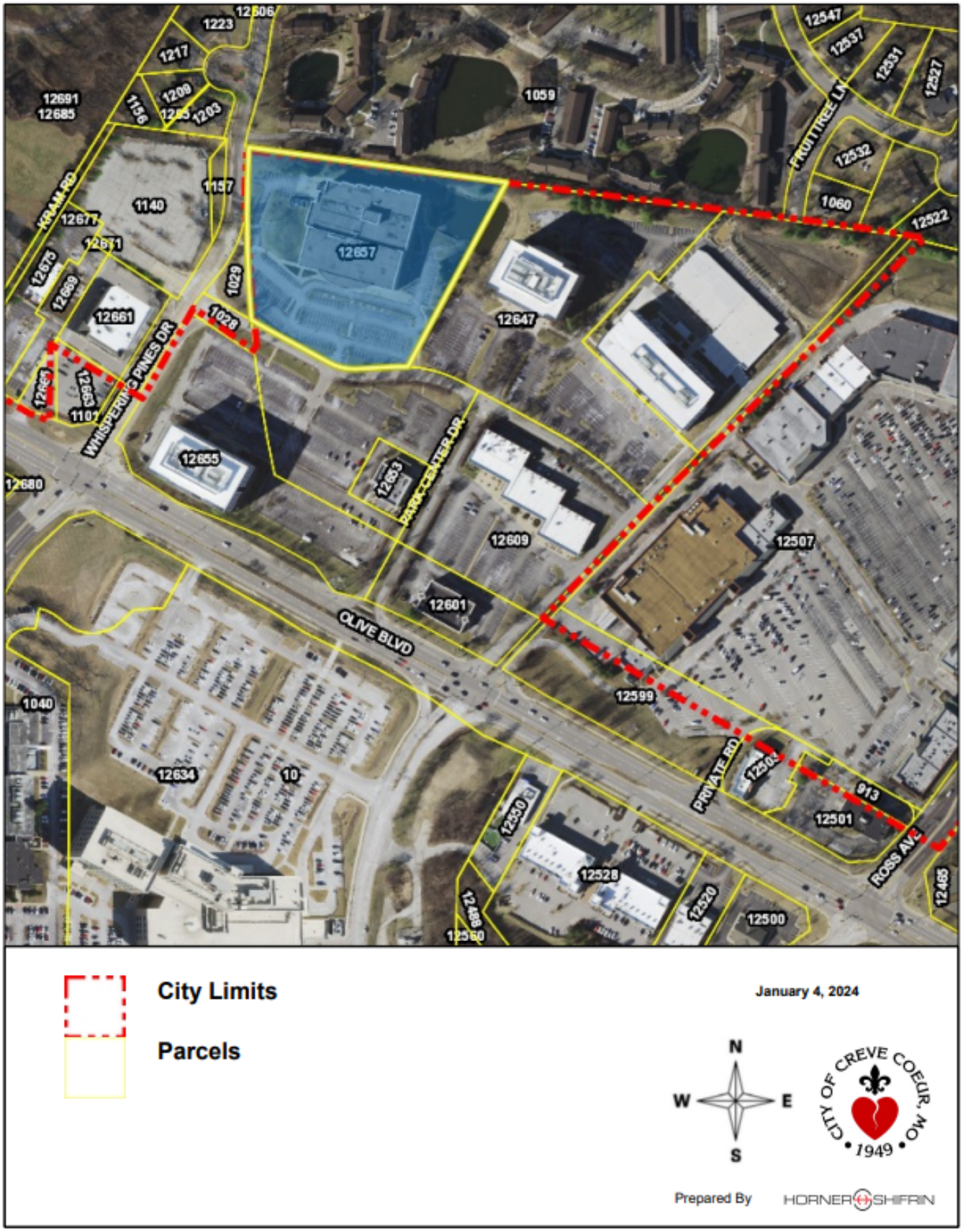
CONCLUSION AND ACTION
The following is an example of an appropriate motion for this application:

> "I move to recommend approval of the West Park Office Development Master Signage Plan amendment, submitted with Application #24-001, subject to the conditions contained in the draft ordinance attached to the staff report for the meeting of January 16, 2024" (conditions may be added, eliminated, or modified by separate motion).

APPENDIX 1: COMPREHENSIVE PLAN AND DESIGN GUIDELINES
Included and attached by reference.

APPENDIX 2: ZONING CODE
Included and attached by reference.

Aerial Photo



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: West Park Master Sign Amendment - B&B Theatres

Location of Project: 12657 Olive BoulevardCreve Coeur, MO 63141 ***Locator #*** _____

Subject for Agenda: West Park Master Sign Amendment - B&B Theatres

Applicant:

Architect ☐ ***Engineer*** ☐ ***Contractor*** ☐ ***Agent*** ☐ ***Owner*** ☑

Applicant:	***Applicant's Representative (if applicable):***
Dennis McIntire *Name*	SAME *Name*
B&B Theatres *Company (If Applicable)*	*Company (If Applicable)*
PO Box 129 *Address*	*Address*
Liberty MO 64069 *Address*	*Address*
Telephone # 816-797-3619	*Telephone #*
Fax # N/A	*Fax #*
Email: dennis.mcintire@bbtheatres.com	*Email:*
Applicant's Signature	*Applicant's Representative's Signature*

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: Provided on Additional Page

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.

Provided on Additional Page

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
	☐ Legal Description in Word format
☐ Landscape plan 4 hard copies	☐ Fees: $250 (non-refundable)
☐ Floor plan 4 hard copies	$2000 (refundable deposit)
☐ Electronic copies of all materials	☐ Other items as requested by staff

Preferred Public Hearing Date: Monday,_____, 20____.

*****Confirm schedule and 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

Permit Drawings | Exterior Sign Package | REVISED

B&B Theatres

12657 Olive Blvd, Creve Coeur, MO 63141

SUMMIT SIGN + GRAPHICS

B&B THEATRES - CREVE COEUR, MO | EXTERIOR BUILDING SIGNAGE

PROPOSED RENDERING

BUILDING SQUARE FOOTAGE

Building Height = 45'
Building Width = 235'
Overall SQFT = 10,575 SQFT

SUMMIT SIGN + GRAPHICS

330 Southport Drive
Columbia, IL 62236
Phone: 618.281.2639
Fax: 618.281.8703
summitsign-stl.com

PROJECT NUMBER

PROJECT
Exterior Building Signage
Creve Coeur, MO

CLIENT
B&B Theatres

CONTACT
Jim King

PROOF DATE
11/07/23

REVISION DATE
12/04/23, 01/09/24

SALES REP
Andy Hrdlicka

DRAWN BY
Jillian Furman

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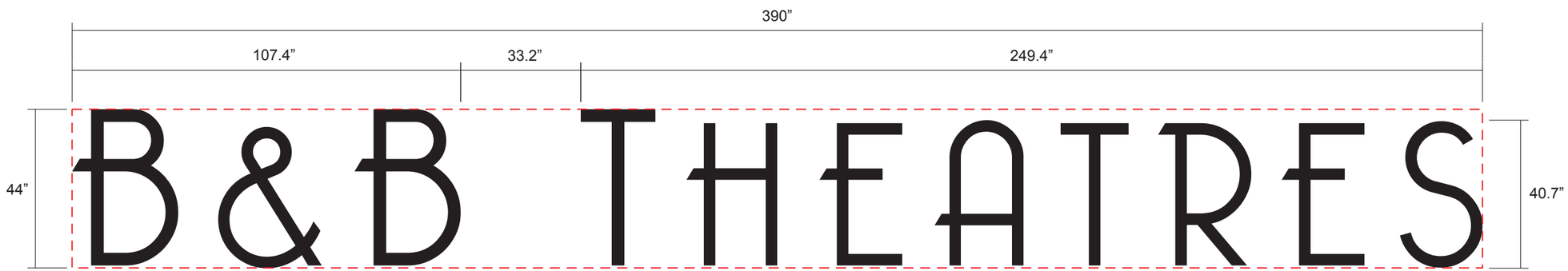
PRODUCTION CANNOT BEGIN UNTIL WE RECEIVE PROOF APPROVAL VIA EMAIL

SIGN 1 | B&B THEATRES | HALO LIT CHANNEL LETTER SIGN | QTY: 1 | OVERALL SIZE: 44”H X 390”W X 3”D | 119.3 SQFT

1 B&B THEATRES

119.3 SQFT



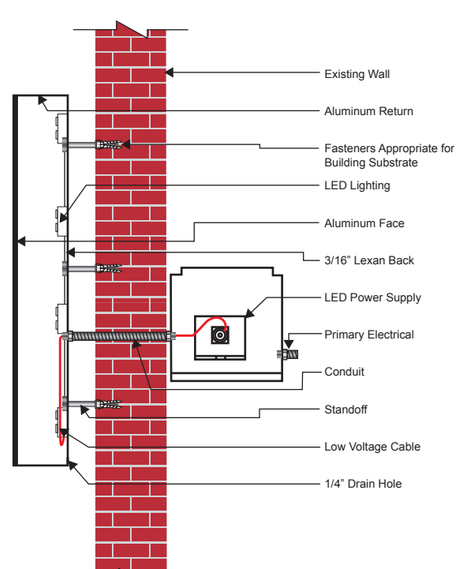
MATERIAL SPECIFICATIONS

Halo Lit Channel Letter Sign
Exterior Sign
Halo lit channel letters
Aluminum faces and returns
Painted Black, satin finish
3” return depth
Illuminated with white LEDs
Letters individually stud mounted with 1.625” spacers
Spacers painted 1 PMS color
UL labels on top
Remote power supplies
Include mounting pattern

COLOR DETAILS

Black, Satin

SIGN CONSTRUCTION DETAILS



INSTALLATION DETAILS

Hardware:
HILTI KWIK BOLT 3 EXPANSION ANCHOR CARBON STEEL

Diameter: 1/2”
Thread Length: 2-3/16”
Anchor Length: 3-3/4”

Installation:
2-1/2” Embedment into Solid Wall

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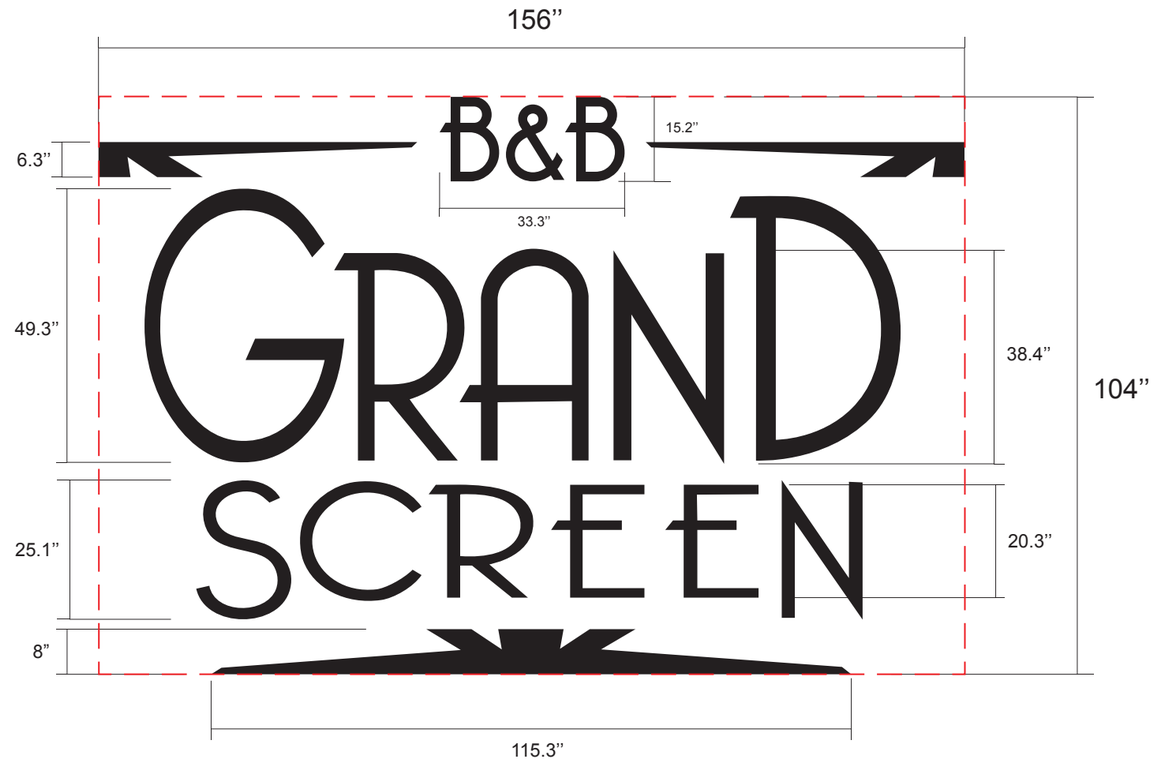
ITEM 2 | GRAND SCREEN | HALO LIT CHANNEL LETTER SIGN | QTY: 1 | OVERALL SIZE: 104”H X 156”W X 3”D | 112.7 SQFT

2 GRAND SCREEN

112.7 SQFT



MATERIAL SPECIFICATIONS

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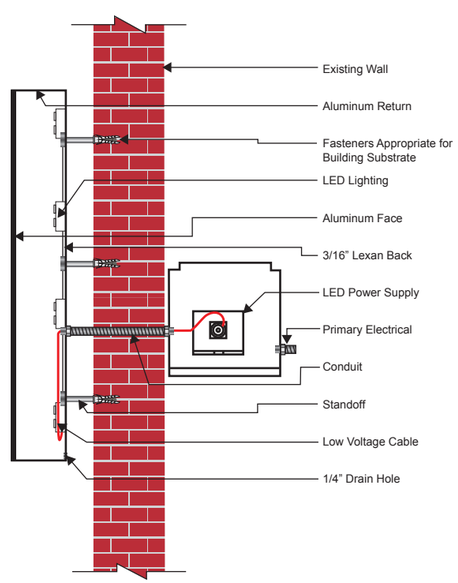
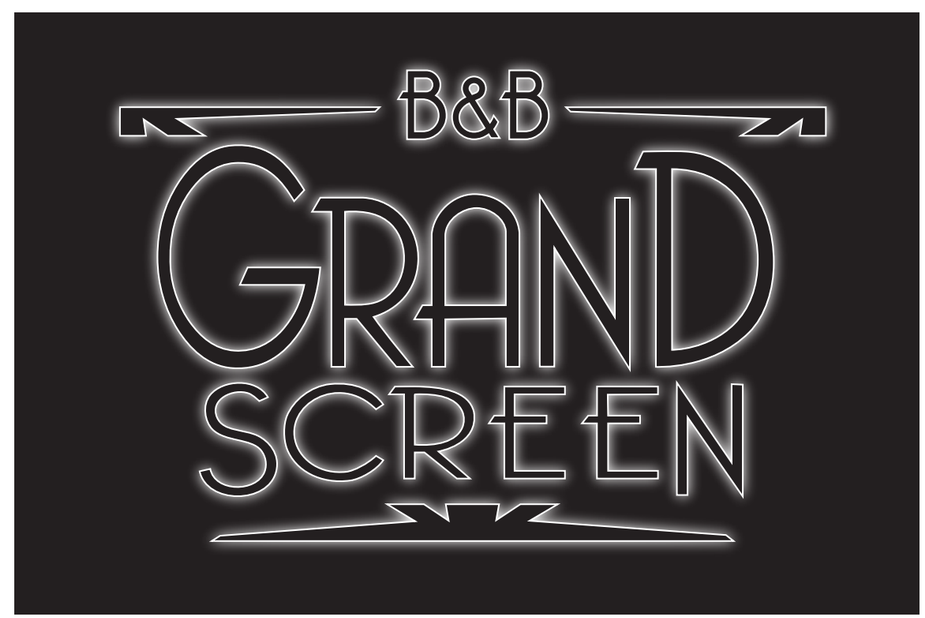
Exterior Sign
Halo lit channel letters
Aluminum faces and returns
Painted Black, satin finish
3” return depth
Illuminated with white LEDs
Letters individually stud mounted with 1.625” spacers
Spacers painted 1 PMS color
UL labels on top
Remote power supplies
Include mounting pattern

COLOR DETAILS

Black

SIGN CONSTRUCTION DETAILS





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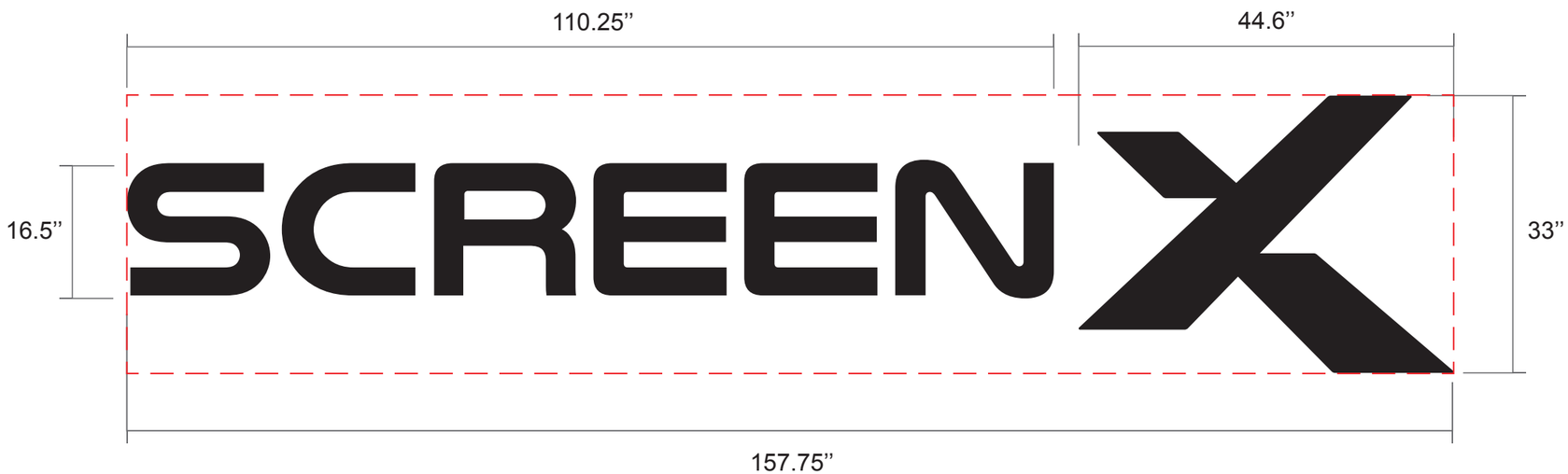
ITEM 3 | SCREEN X | HALO LIT CHANNEL LETTER SIGN | QTY: 1 | OVERALL SIZE: 33”H X 157.75”W X 3” | 36.2 SQFT

3 SCREEN X

36.2 SQFT



MATERIAL SPECIFICATIONS

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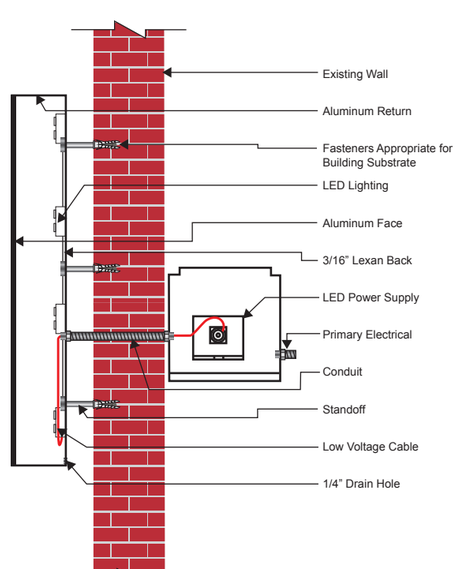
Exterior Sign
Halo lit channel letters
Aluminum faces and returns
Painted Black, satin finish
3” return depth
Illuminated with white LEDs
Letters individually stud mounted with 1.625” spacers
Spacers painted 1 PMS color
UL labels on top
Remote power supplies
Include mounting pattern

COLOR DETAILS

Black

SIGN CONSTRUCTION DETAILS



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ITEM 4 | B-ROLL BOWLING | FRONT & HALO LIT CHANNEL LETTER SIGN | QTY: 1 | OVERALL SIZE: 58”H X 117.5”W X 4”D | 47.3 SQFT

4 B-ROLL BOWLING

47.3 SQFT

MATERIAL SPECIFICATIONS

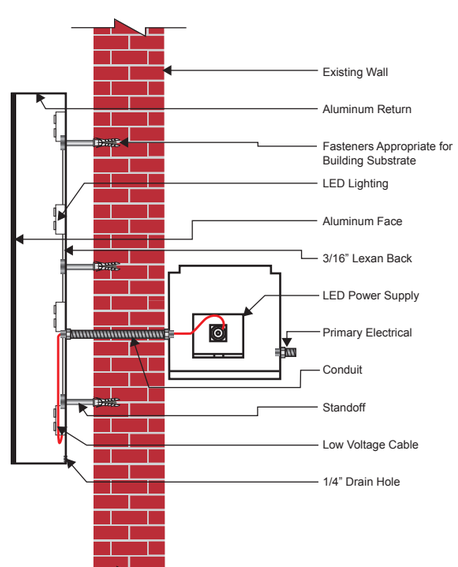
Halo Lit Channel Letter Sign
Exterior Sign
Halo lit channel letters
Aluminum faces and returns
Painted Black, satin finish
3” return depth
White areas to be RTA vinyl, kiss cut and applied to faces
Illuminated with white LEDs
Letters individually stud mounted with 1.625” spacers
Spacers painted 1 PMS color
UL labels on top
Remote power supplies
Include mounting pattern

COLOR DETAILS

Black

White

SIGN CONSTRUCTION DETAILS



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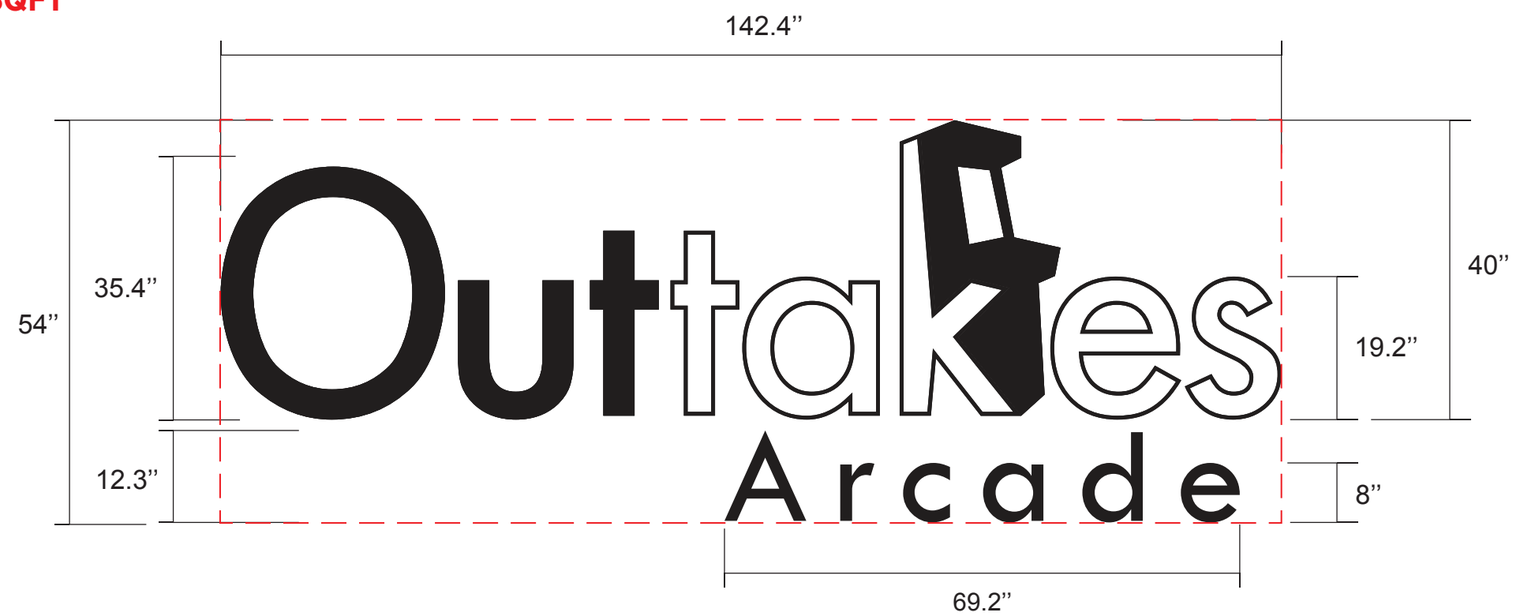
ITEM 5 | OUTTAKES ARCADE | HALO LIT CHANNEL LETTER SIGN | QTY: 1 | OVERALL SIZE: 54”H X 142.4”W X 3”D | 53.4 SQFT

5 OUTTAKES ARCADE

53.4 SQFT



MATERIAL SPECIFICATIONS

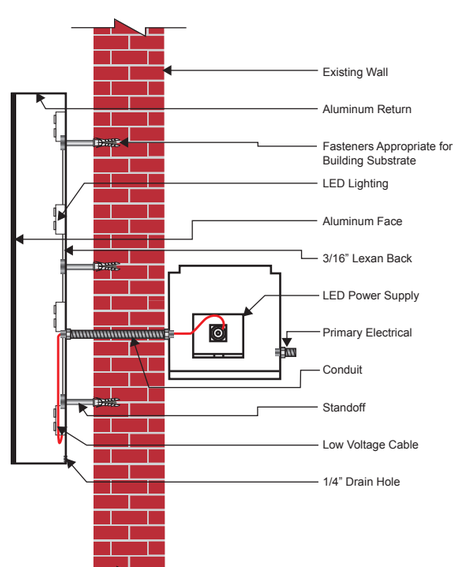
Halo Lit Channel Letter Sign
Exterior Sign
Halo lit channel letters
Aluminum faces and returns
Painted Black, satin finish
3” return depth
White areas to be RTA vinyl, kiss cut and applied to faces
Illuminated with white LEDs
Letters individually stud mounted with 1.625” spacers
Spacers painted 1 PMS color
UL labels on top
Remote power supplies
Include mounting pattern

COLOR DETAILS

Black

White

SIGN CONSTRUCTION DETAILS



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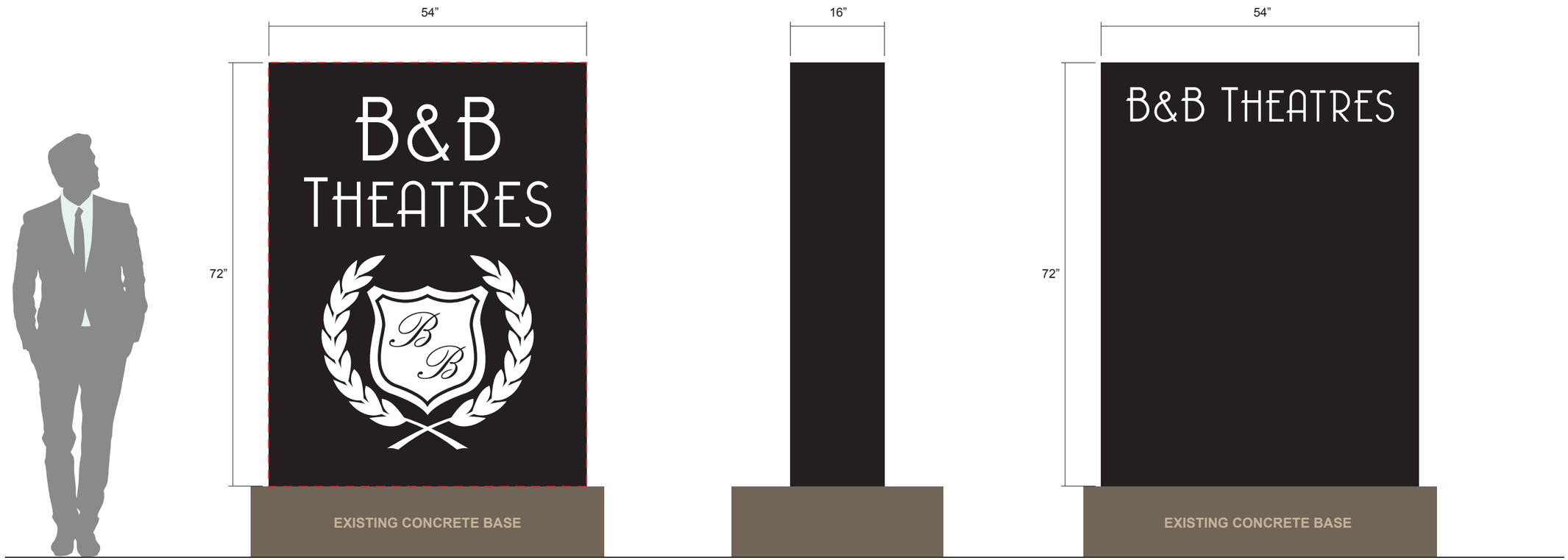
SIGN 6 | MONUMENT SIGN | QTY: 1 | OVERALL SIZE: 72”H X 54”W X 16”D | 27 SQFT

6 MONUMENT SIGN

27 SQFT



FRONT **BACK**

MATERIAL SPECIFICATIONS

Monument Sign
72”h x 54”w x 16”d
Constructed of aluminum, internally illuminated
Painted Black, satin finish
Crest logo: routed out of aluminum and backed with flat white acrylic
Logo to have Black RTA vinyl (opaque), kiss cut, applied to acrylic
B&B Theatres: routed out of aluminum and backed with flat white acrylic
Internally illuminated with White LEDs

Mounting
Cabinet to have angle running along the bottom edges on the inside
Sign to be bolted into concrete base with welded angle supports on each side of cabinet

COLOR DETAILS

- **Black, Satin**
- **Black Vinyl**
- **White**

EXISTING CONCRETE BASE

SUMMIT SIGN + GRAPHICS
330 Southport Drive
Columbia, IL 62236
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Fax: 618.281.8703
summitsign-stl.com

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B&B Theatres

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SIGN 6 | MONUMENT SIGN | RENDERINGS

SIGN THAT WAS REPLACED
27 SQFT

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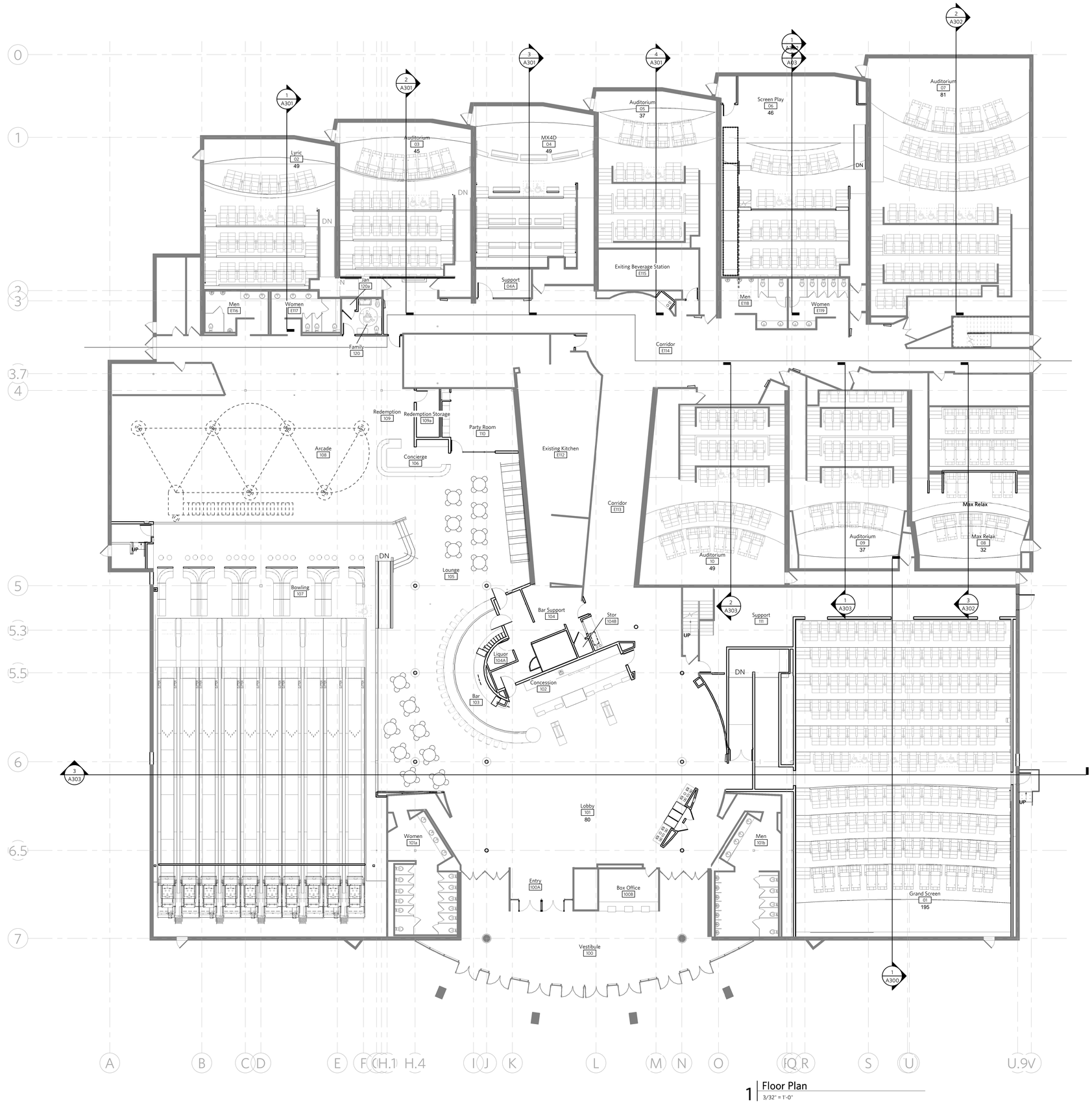
clockwork
www.clockwork-ad.com
423 DELAWARE, STE 102
KANSAS CITY, MISSOURI 64105



1 Floor Plan
3/32" = 1'-0"

B&B WEST OLIVE

12657 Olive Blvd
Creve Coeur, MO 63141

STATE OF MISSOURI
CHRISTIAN J. ARNOLD
NUMBER A-2003027158
ARCHITECT

REV	ISSUE	DATE
	PERMIT SET	05.10.2022

OVERALL FLOOR PLAN

A100

00.00.PROJECT NAME

BILL NO. 5865 **ORDINANCE NO. 5738**

AN ORDINANCE AUTHORIZING A NEW MASTER SIGN PLAN FOR WEST PARK OFFICE DEVELOPMENT PURSUANT TO SECTION 405.955 MASTER SIGN PLANS OF ARTICLE VIII SIGN REGULATIONS

WHEREAS, Lawrence R. (Larry) Chapman, of CV Edge@West, LLC c/o SENECA & Chapman Ventures, LLC, on behalf of West Park Office Development has submitted an application for a master sign plan for the West Park office development to allow for new building monument signs, as well as additional directional signs to accommodate the new building under construction; and

WHEREAS, the boundaries of the Master Sign Plan will be for the entire West Park campus, as demonstrated in the West Park Master Sign Plan, attached as Exhibit 1, for the properties addressed as 12601, 12609, 12647, 12645, 12649, 12653, 12655 and 12657 Olive Boulevard; and

WHEREAS, the Planning and Zoning Commission of the City of Creve Coeur, Missouri, held a public hearing thereon at the Creve Coeur Government Center on April 19, 2021, beginning at 6:30 p.m., or immediately following the close of the previous public hearing; and

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

WHEREAS, all persons who presented themselves at said meeting and desiring to be heard were given an opportunity to be heard; and

WHEREAS, the Planning and Zoning Commission reviewed and, by 7-0 vote, recommended approval of the master sign plan, subject to the conditions contained herein, at its meeting on April 19, 2021; and

WHEREAS, the City Council being fully informed finds that approving the Plan, subject to certain conditions, would be in harmony with and bear a substantial relation to the public welfare, health, safety, comfort, and convenience of the citizens of the City of Creve Coeur and is in the public interest; 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,

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

SECTION 1: A Master Sign Plan is approved for the West Park Office Development campus, generally located at 12601, 12609, 12647, 12645, 12649, 12653, 12655 and 12657 Olive Boulevard, zoned CB-Core Business District, as shown in Exhibit 1.

SECTION 2: Such approval of the Master Signage Plan for the West Park campus shall be subject to the following conditions:

1. The Applicant shall follow the Master Sign Plan received April 13, 2021 for all new or altered signage on the campus, as approved by the City of Creve Coeur, except as modified below. The location, size, shape, color, type, and design of each sign shall not substantively depart from the

Master Sign Plan, unless approved by the City of Creve Coeur. Any existing signs not shown on the approved plan shall be promptly removed.

2. The Applicant shall submit sign permits for the proposed new signs referred to in the Master Sign Plan.
3. The monument signs shall be setback at least fifteen (15) feet from adjacent roadway surface and at least one (1) foot from edge of public right-of-way, and outside of the sight triangle.
4. The Applicant shall provide a more detailed landscape plan for each monument sign that is consistent with the requirements elsewhere in the Sign Regulations of 2.5 times landscaped area for each square foot of sign area, per side, and to include a mix of native plantings consistent with the landscaping design for the Zoning Administrator's approval.
5. The Buildings addressed as 12645 and 12647 Olive Boulevard are provided with only one wall sign as they do not face two or more public streets.
6. The Building addressed as 12645 is provided with one wall sign at 60 square feet as shown in Exhibit 1.
7. The office building signs at 12655 and 12647 Olive Boulevard shall comply with Section 405.950(D)(2) of Attached Signs For Multi-Floor Office, Mixed-Use.
8. Any modification to the existing monument signs shall include a brick base to be consistent with the design standards.
9. Staff may authorize additional incidental signs that are in keeping with the overall character and purpose of the Master Sign Plan, provided that they are internal to the campus, and not visible from the public right-of-way, as provided under Section 405.955(A)(4).
10. Permitted temporary banners attached to a building are allowed as provided under Section 405.950(G)(2).
11. All Multi-Tenant Real Estate Signs shall comply with Section 405.950(F) Multi-Tenant Real Estate Information Signs.

SECTION 3: This ordinance shall become effective in accordance with Section 3.11 (g) of the City Charter.

ADOPTED THIS 10th DAY OF May, 2021.

HEATHER SILVERMAN
PRESIDENT OF CITY COUNCIL

APPROVED THIS 10th DAY OF May, 2021.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK

CITY OF CREVE COEUR • 1949 • MO

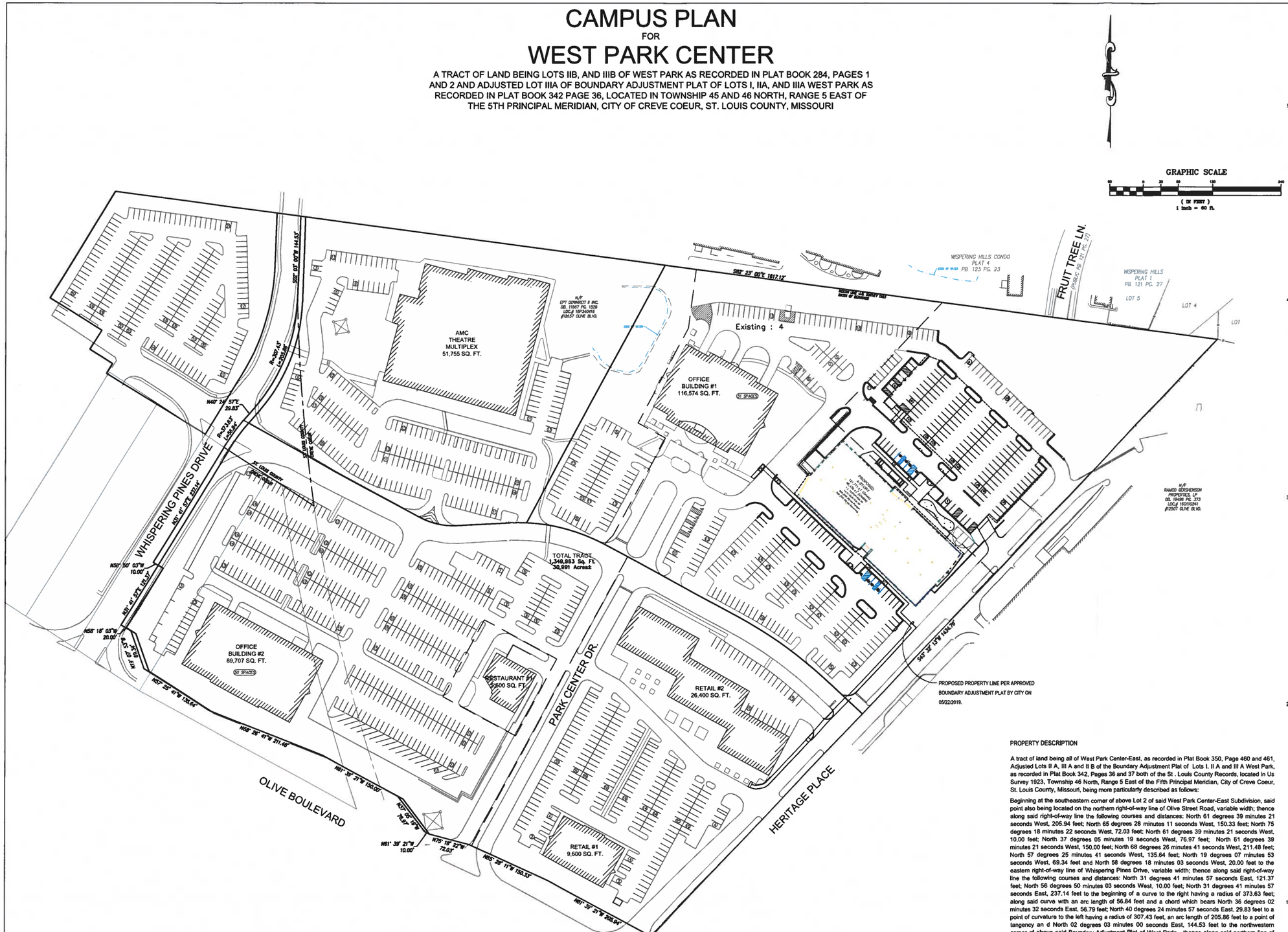
West Park Campus Master Signage Plan

Resubmittal April 2021

1. Overall Campus Plan
2. West Park Existing Signs site plan (2 pages)
3. Inventory of existing and proposed free-standing signs
4. Edge @ West Signage Master Plan
5. Sign permit drawings 12645 Olive Blvd. (5 pages)
6. Design Requirement Narrative

CAMPUS PLAN
FOR
WEST PARK CENTER

A TRACT OF LAND BEING LOTS IIB, AND IIIB OF WEST PARK AS RECORDED IN PLAT BOOK 284, PAGES 1 AND 2 AND ADJUSTED LOT IIIA OF BOUNDARY ADJUSTMENT PLAT OF LOTS I, IIA, AND IIIA WEST PARK AS RECORDED IN PLAT BOOK 342 PAGE 36, LOCATED IN TOWNSHIP 45 AND 46 NORTH, RANGE 5 EAST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI



PREPARED FOR:
SENECA & CHAPMAN VENTURES, LLC
C/O LAWRENCE CHAPMAN
1401 S. BRENTWOOD BLVD, SUITE 625
ST. LOUIS, MO 63144
314-952-7790
314-961-5903

PROPERTY DESCRIPTION

A tract of land being all of West Park Center-East, as recorded in Plat Book 350, Page 460 and 461, Adjusted Lots II A, III A and II B of the Boundary Adjustment Plat of Lots I. II A and III A West Park, as recorded in Plat Book 342, Pages 36 and 37 both of the St . Louis County Records, located in Us Survey 1923, Township 46 North, Range 5 East of the Fifth Principal Meridian, City of Creve Coeur, St. Louis County, Missouri, being more particularly described as follows:

Beginning at the southeastern corner of above Lot 2 of said West Park Center-East Subdivision, said point also being located on the northern right-of-way line of Olive Street Road, variable width; thence along said right-of-way line the following courses and distances: North 61 degrees 39 minutes 21 seconds West, 205.94 feet; North 65 degrees 28 minutes 11 seconds West, 150.33 feet; North 75 degrees 18 minutes 22 seconds West, 72.03 feet; North 61 degrees 39 minutes 21 seconds West, 10.00 feet; North 37 degrees 05 minutes 19 seconds West, 76.97 feet; North 51 degrees 39 minutes 21 seconds West, 150.00 feet; North 68 degrees 26 minutes 41 seconds West, 211.48 feet; North 57 degrees 25 minutes 41 seconds West, 135.64 feet; North 19 degrees 07 minutes 53 seconds West, 69.34 feet and North 58 degrees 18 minutes 03 seconds West, 20.00 feet to the eastern right-of-way line of Whispering Pines Drive, variable width; thence along said right-of-way line the following courses and distances: North 31 degrees 41 minutes 57 seconds East, 121.37 feet; North 56 degrees 50 minutes 03 seconds West, 10.00 feet; North 31 degrees 41 minutes 57 seconds East, 237.14 feet to the beginning of a curve to the right having a radius of 373.63 feet; along said curve with an arc length of 56.84 feet and a chord which bears North 36 degrees 02 minutes 32 seconds East, 56.79 feet; North 40 degrees 24 minutes 57 seconds East, 29.83 feet to a point of curvature to the left having a radius of 307.43 feet, an arc length of 205.86 feet to a point of tangency an d North 02 degrees 03 minutes 00 seconds East, 144.53 feet to the northwestern corner of above said Boundary Adjustment Plat of West Park; thence along said northern line of said plat, South 82 degrees 23 minutes 00 seconds East, 1,617.12 feet to the northeastern corner thereof ; thence along the eastern line of said Boundary Adjustment Plat of West Park, South 43 degrees 32 minutes 13 seconds West, 1,434.76 feet to the POINT OF BEGINNING.

Containing 1,349.963.09 square feet or 30.991 acres, more or less.

GEORGE M. STOCK E-25116
CIVIL ENGINEER
CERTIFICATE OF AUTHORITY
NUMBER: 000996

ARCHITECT
batesforum
2199 INNERBELT BUSINESS CENTER DRIVE
ST. LOUIS, MISSOURI 63114
Ph 314 428 1818 Fx 314 428 1770

CONTRACTOR
CLAYCO
THE ART & SCIENCE OF BUILDING
2180 INNERBELT BUSINESS CENTER DRIVE
ST. LOUIS, MISSOURI 63114
Ph 314 428 1100 Fx 314 428 3107

CIVIL ENGINEER
STOCK & ASSOCIATES Consulting Engineers, Inc

STRUCTURAL ENGINEER
ALPER AUDI, INC. STRUCTURAL ENGINEERS

MECHANICAL ENGINEER

ELECTRICAL ENGINEER

PLUMBING ENGINEER

FIRE PROTECTION ENGINEER

DRAWN BY: J.E.F.	CHECKED BY: G.M.S.
DATE: 05-19-2020	JOB NO. 218-6397
S.B.D. P # 19M52D-00249	BASE MAP # 160
S.I.C. PART # -	PART SUP. # -
S.D.D.A. # -	

EDGE @ WEST
OLIVE BOULEVARD, CREVE COEUR, MO 63141

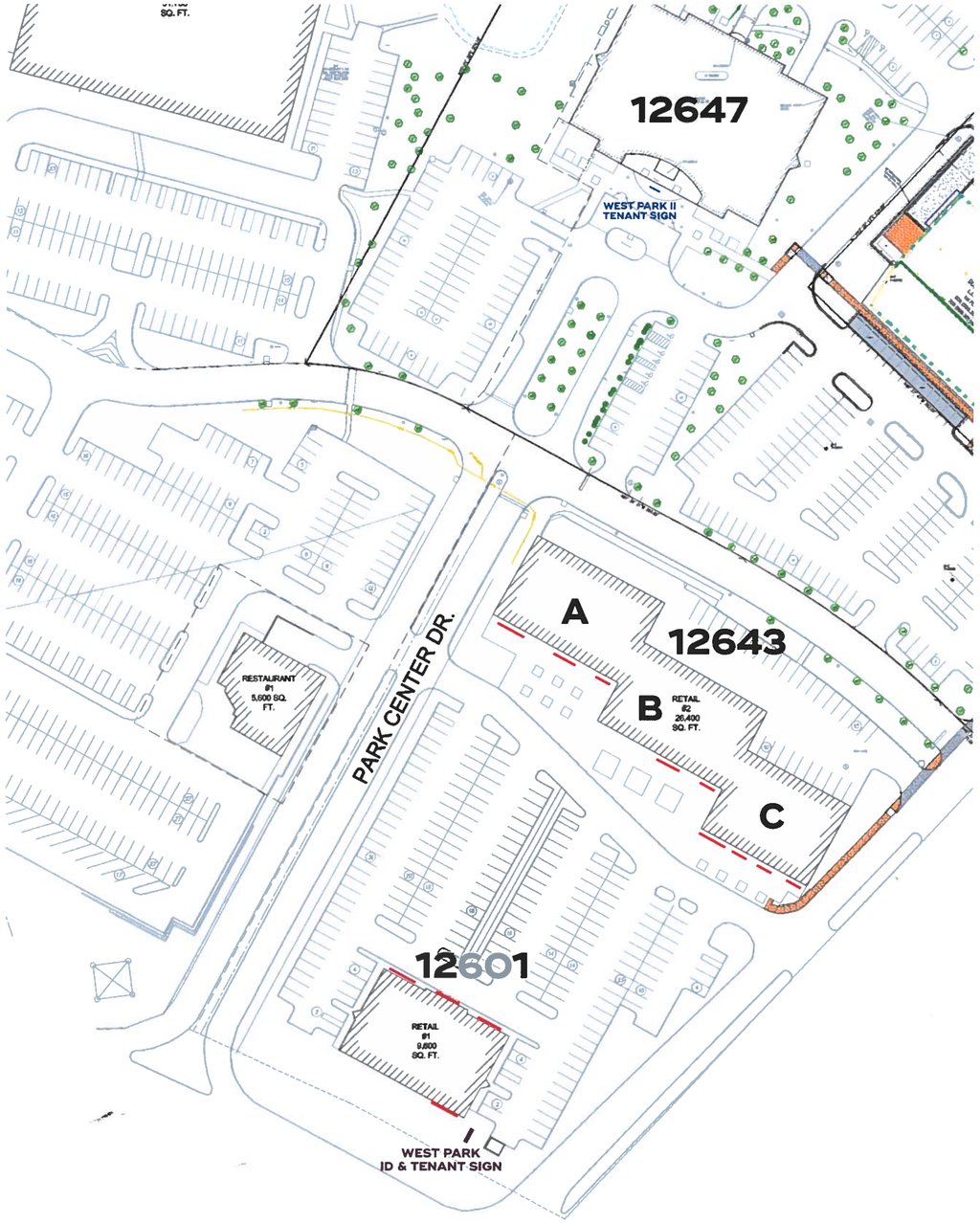
DEVELOPER:
CV EDGE @ WEST, LLC

DRAWING ISSUE	
DESCRIPTION	DATE
SITE CONCEPT PLAN	05-19-2020

DRAWING TITLE
SITE CAMPUS PLAN

DRAWING NO.
Campus-1

Forum # | Project # | Consult.# 218-6397



12647 BLDG. TENANT DIRECTORY SIGN

12643 (A) TENANT WALL SIGNS

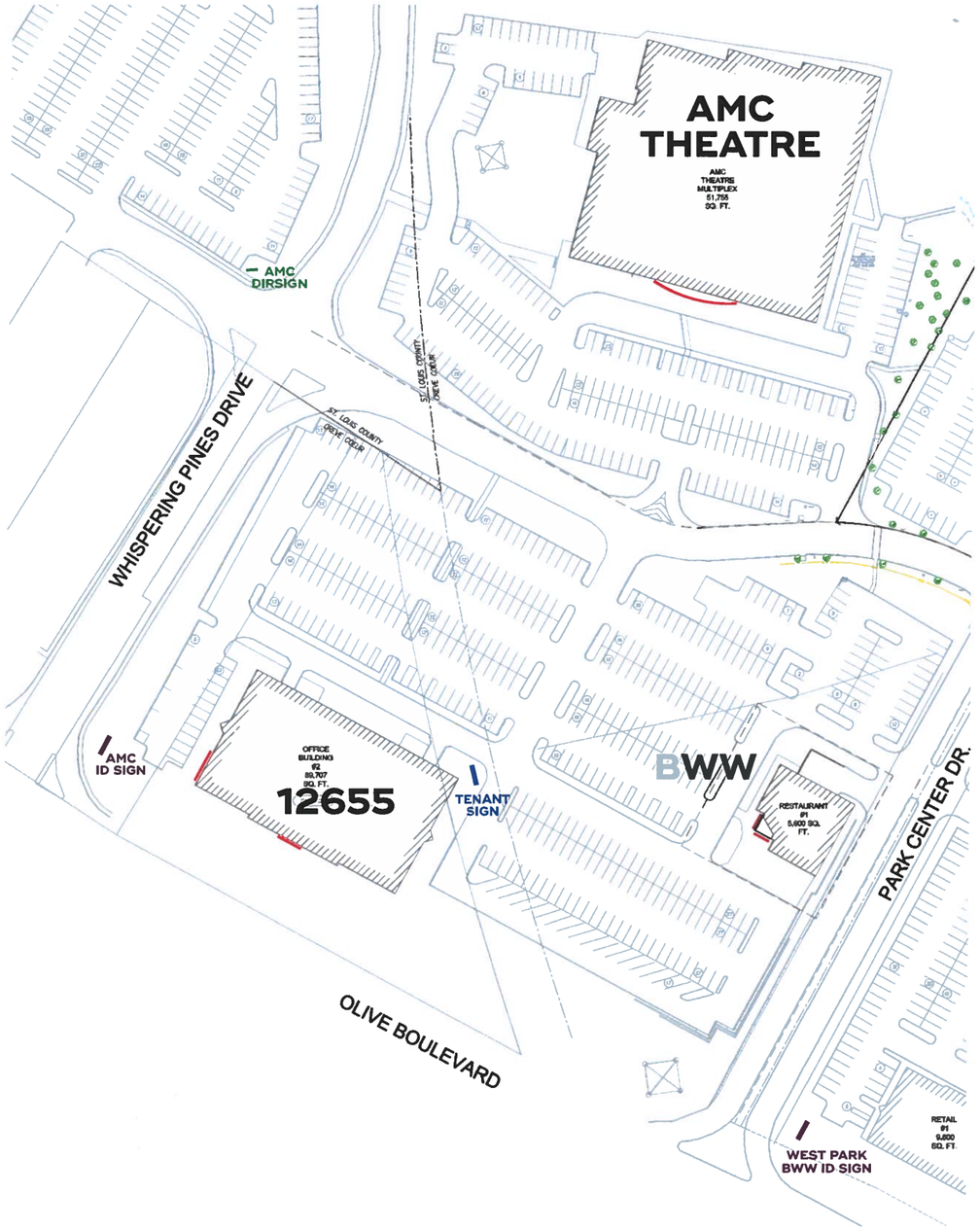
12643 (B) TENANT WALL SIGNS

12643 (C) TENANT WALL SIGNS

12601 (SOUTH ELEV.) TENANT WALL SIGN

12601 (NORTH ELEV.) TENANT WALL SIGNS

12601 STREET FRONT IDENTITY
& TENANT MONUMENT SIGN



AMC THEATRE (187sf) WALL SIGN
Primary signs on this building will be limited to 187sf as measured in one rectangle.

AMC THEATRE PARKING DIRECTIONAL MONUMENT
Sign is in STL County and outside of Creve Coeur governance.

12655 WEST WALL SIGN & AMC MONUMENT

12655 SOUTH WALL SIGN

12655 BLDG. TENANT DIRECTORY SIGN

BUFFALO WILD WINGS SOUTH WALL SIGN

BUFFALO WILD WINGS WEST WALL SIGN

WEST PARK | BWW MONSIGN

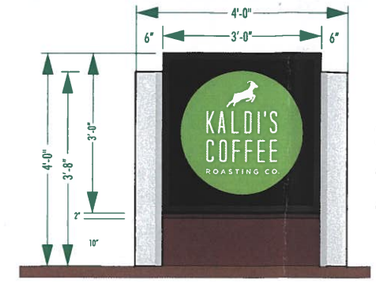
BUILDING TENANT DIRECTORY SIGNS

3′ x 8′ (24sf)
6′ overall ht.

12647 BLDG. TENANT DIRECTORY SIGN

4′ x 7′ (28sf)
5′ overall ht.

12655 BLDG. TENANT DIRECTORY SIGN



3′ x 3′ (9sf)
4′ overall width
4′ overall height

12645 BLDG. TENANT DIRECTORY SIGN

STREET FRONT IDENTITY & TENANT SIGNS

6′ x 4.5′ (27sf)
7′ overall ht.
incl. Concrete Pad.

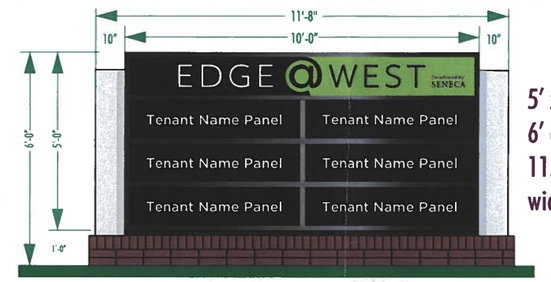
12655 AMC MONUMENT

6′ x 4.5′ (27sf)
6.5′ overall ht.

WEST PARK | BWW MONSIGN

6′ x 8.25′ (49.5sf)
10.5′ overall ht.

12601 MONUMENT SIGN



5′ x 10′ (50sf)
6′ overall ht.
11.66′ overall width

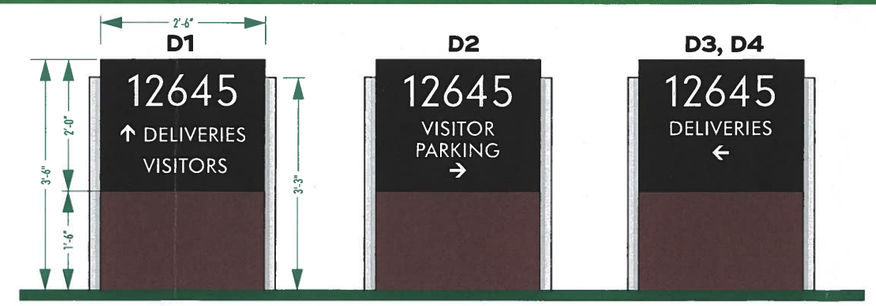
12645 STREET FRONT IDENTITY & TENANT SIGN

DIRECTIONAL SIGNS

4′ x 3.5′ (14sf)
4.66′ overall ht.
incl. Concrete Pad.

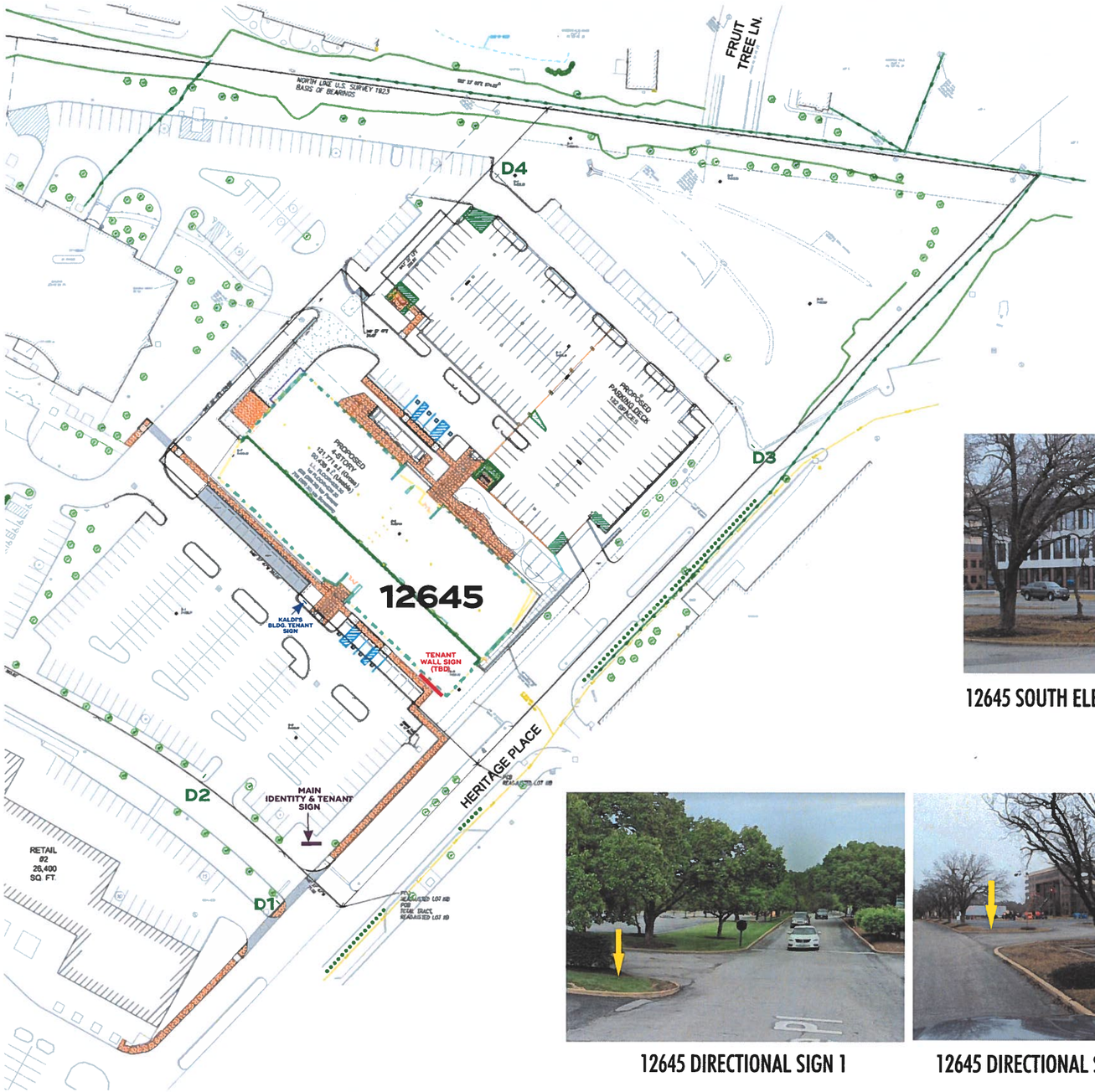
Sign in STL County outside of Creve Coeur governance.

AMC THEATRE DIRECTIONAL MONUMENT



2′ x 2.5′ (5sf)
3.5′ overall ht.

12645 DIRECTIONAL SIGNS



12645 SOUTH ELEVATION - TENANT WALL SIGN AREA

12645 SOUTH ELEVATION - MAIN MONUMENT SIGN AREA

12645 SOUTH ELEVATION - SECONDARY MONUMENT SIGN AREA

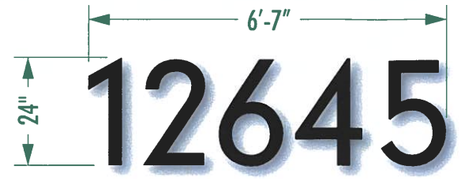
12645 DIRECTIONAL SIGN 1

12645 DIRECTIONAL SIGN 2

12645 DIRECTIONAL SIGN 3

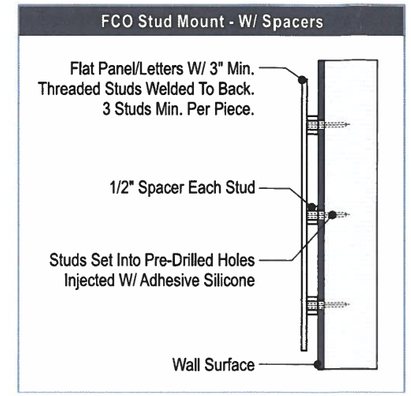
12645 DIRECTIONAL SIGN 4

REMOVE & DISPOSE EXISTING NUMERALS. CAULK HOLES.
TOUCH UP PAINT PROVIDED BY G.C.



ADDRESS NUMERALS: 3/8" = 1'-0"

FABRICATE AND INSTALL ONE SET OF 1/4" THICK ALUMINUM ADDRESS NUMERALS PAINTED SATIN BLACK AND STUD MOUNTED TO WALL SURFACE WITH A 1/2" STANDOFF SLEEVE.



ELEVATION - SOUTH

3/32" = 1'-0"

WARREN SIGN
2955 Arnold Tenbrook Road, St. Louis, MO 63010
P: 636.282.1300 F: 636.282.3388
warrensign.com

CLIENT
EDGE @ WEST

PROJECT
EDGE @ WEST ADDRESS NUMERALS

LOCATION
12645 Olive Blvd., Creve Coeur, MO 63141

DATE
1/20/21

SAVED AS
EDGE @ WEST ADDRESS NUMERALS

DRAWING NO.
BB 011421

REVISED
1/21/21

DESIGNED BY
Keith Hempen | UADP
UNION AFFILIATED DESIGN PROFESSIONAL

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WORRYFREE WARRENTY
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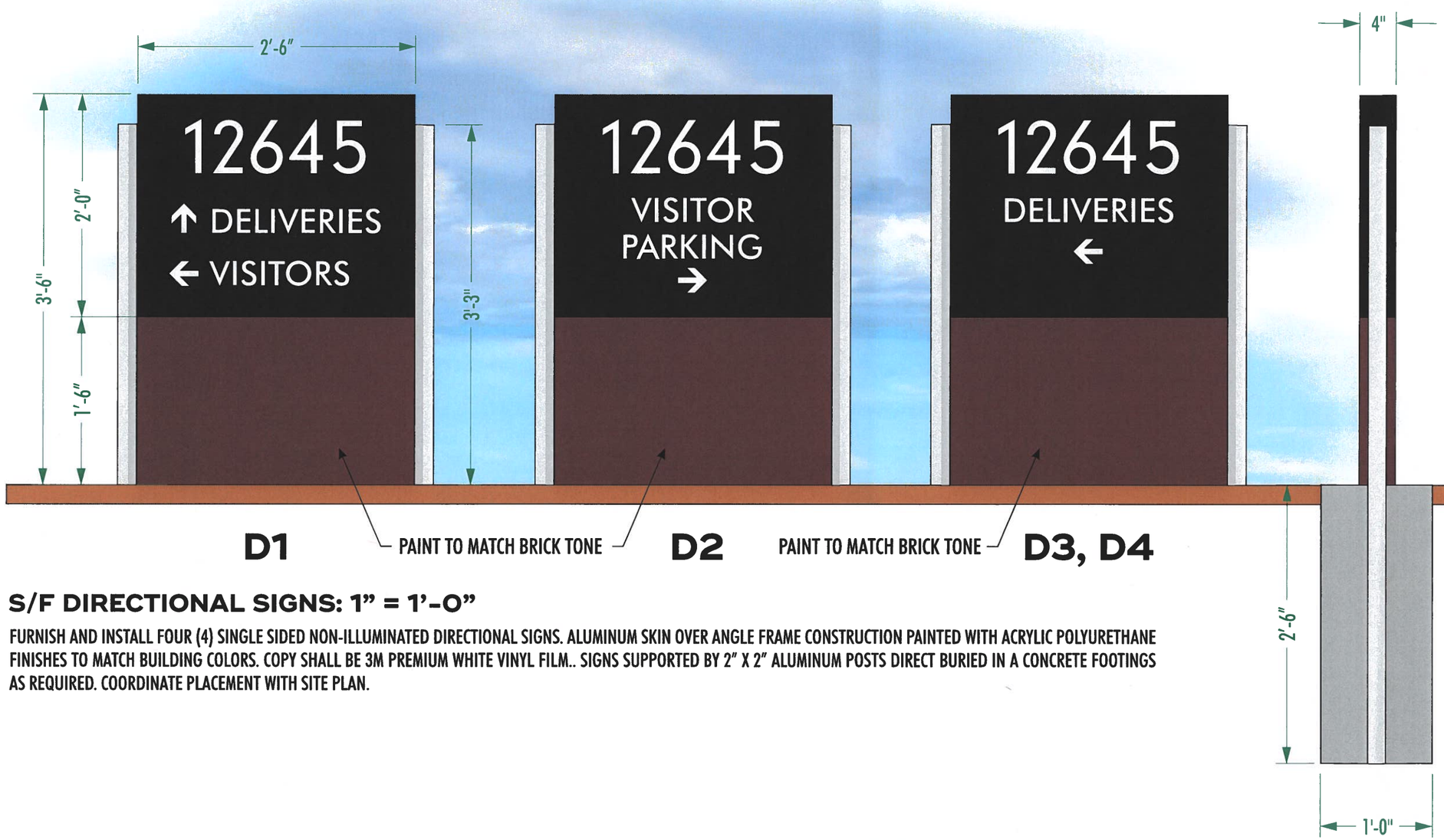
PROUDLY CELEBRATING 90 YEARS of EXCELLENCE SINCE 1929

UL LISTED THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN. | COPYRIGHT © 2018 WARREN SIGN COMPANY. ALL RIGHTS RESERVED



S/F DIRECTIONAL SIGNS: 1" = 1'-0"

FURNISH AND INSTALL FOUR (4) SINGLE SIDED NON-ILLUMINATED DIRECTIONAL SIGNS. ALUMINUM SKIN OVER ANGLE FRAME CONSTRUCTION PAINTED WITH ACRYLIC POLYURETHANE FINISHES TO MATCH BUILDING COLORS. COPY SHALL BE 3M PREMIUM WHITE VINYL FILM.. SIGNS SUPPORTED BY 2" X 2" ALUMINUM POSTS DIRECT BURIED IN A CONCRETE FOOTINGS AS REQUIRED. COORDINATE PLACEMENT WITH SITE PLAN.

UL LISTED THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN. | COPYRIGHT © 2018 WARREN SIGN COMPANY. ALL RIGHTS RESERVED

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CLIENT
EDGE @ WEST

PROJECT
EDGE @ WEST DIRSIGNS

LOCATION
12645 Olive Blvd., Creve Coeur, MO 63141

DATE
1/20/21

SAVED AS
EDGE @ WEST DIRSIGNS

DRAWING NO.
BB 011321

REVISED
2/5/21

DESIGNED BY
Keith Hempen | UADP
UNION AFFILIATED DESIGN PROFESSIONAL

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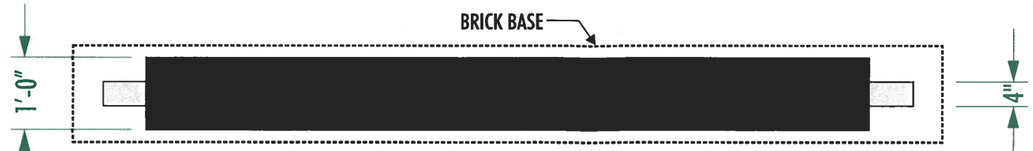
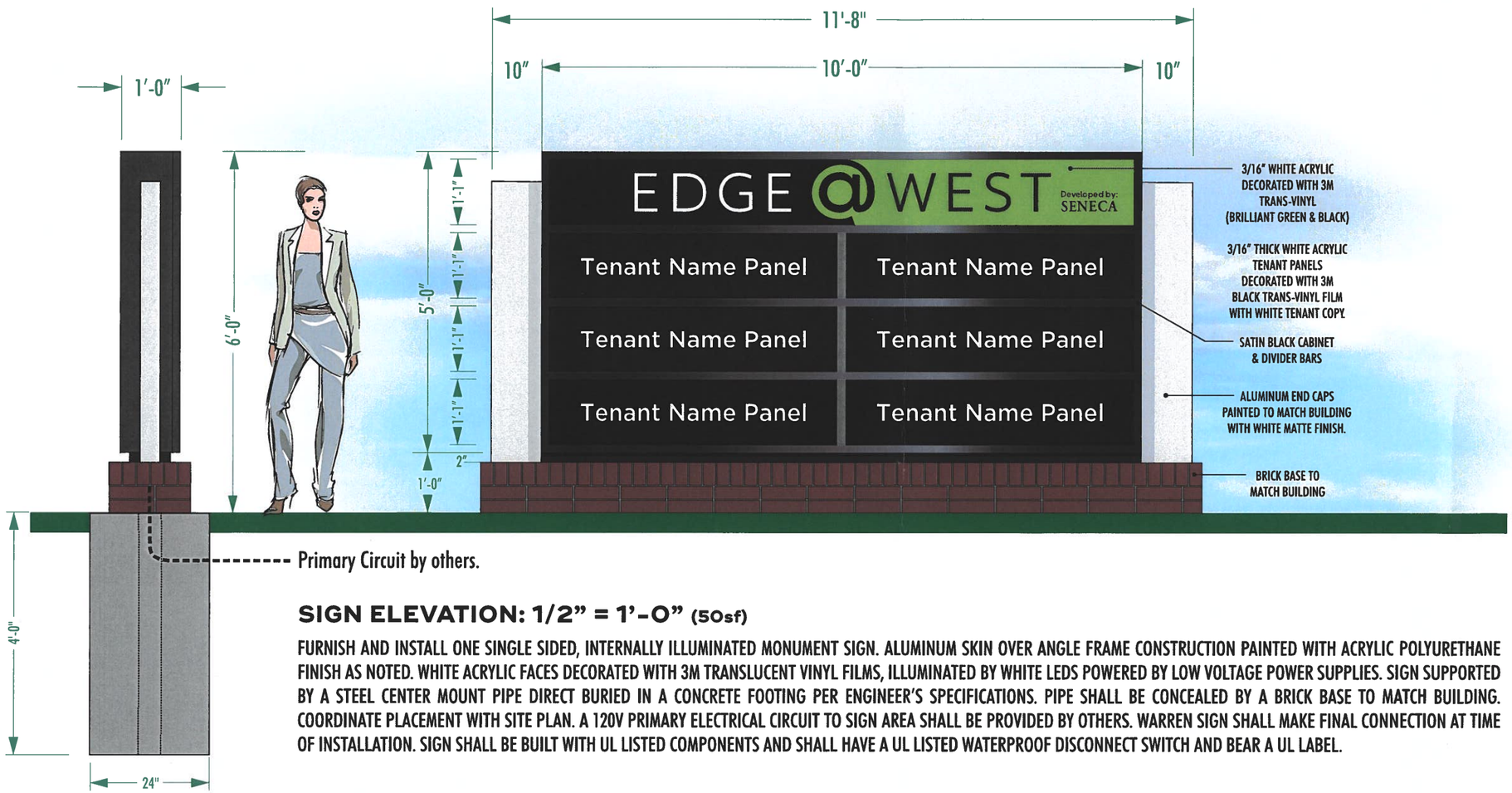


PLAN VIEW 1/2" = 1'-0"



SIGN ELEVATION: 1/2" = 1'-0" (50sf)

FURNISH AND INSTALL ONE SINGLE SIDED, INTERNALLY ILLUMINATED MONUMENT SIGN. ALUMINUM SKIN OVER ANGLE FRAME CONSTRUCTION PAINTED WITH ACRYLIC POLYURETHANE FINISH AS NOTED. WHITE ACRYLIC FACES DECORATED WITH 3M TRANSLUCENT VINYL FILMS, ILLUMINATED BY WHITE LEDS POWERED BY LOW VOLTAGE POWER SUPPLIES. SIGN SUPPORTED BY A STEEL CENTER MOUNT PIPE DIRECT BURIED IN A CONCRETE FOOTING PER ENGINEER'S SPECIFICATIONS. PIPE SHALL BE CONCEALED BY A BRICK BASE TO MATCH BUILDING. COORDINATE PLACEMENT WITH SITE PLAN. A 120V PRIMARY ELECTRICAL CIRCUIT TO SIGN AREA SHALL BE PROVIDED BY OTHERS. WARREN SIGN SHALL MAKE FINAL CONNECTION AT TIME OF INSTALLATION. SIGN SHALL BE BUILT WITH UL LISTED COMPONENTS AND SHALL HAVE A UL LISTED WATERPROOF DISCONNECT SWITCH AND BEAR A UL LABEL.

UL LISTED THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN. | COPYRIGHT © 2018 WARREN SIGN COMPANY. ALL RIGHTS RESERVED

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warrensign.com

CLIENT
EDGE @ WEST

PROJECT
EDGE @ WEST MONUMENT SIGN

LOCATION
12645 Olive Blvd., Creve Coeur, MO 63141

DATE
10/15/20

SAVED AS
EDGE @ WEST REDESIGN MONUMENT SIGN

DRAWING NO.
BB 101020

REVISED
2/5/21

DESIGNED BY
Keith Hempen | UADP
UNION AFFILIATED DESIGN PROFESSIONAL

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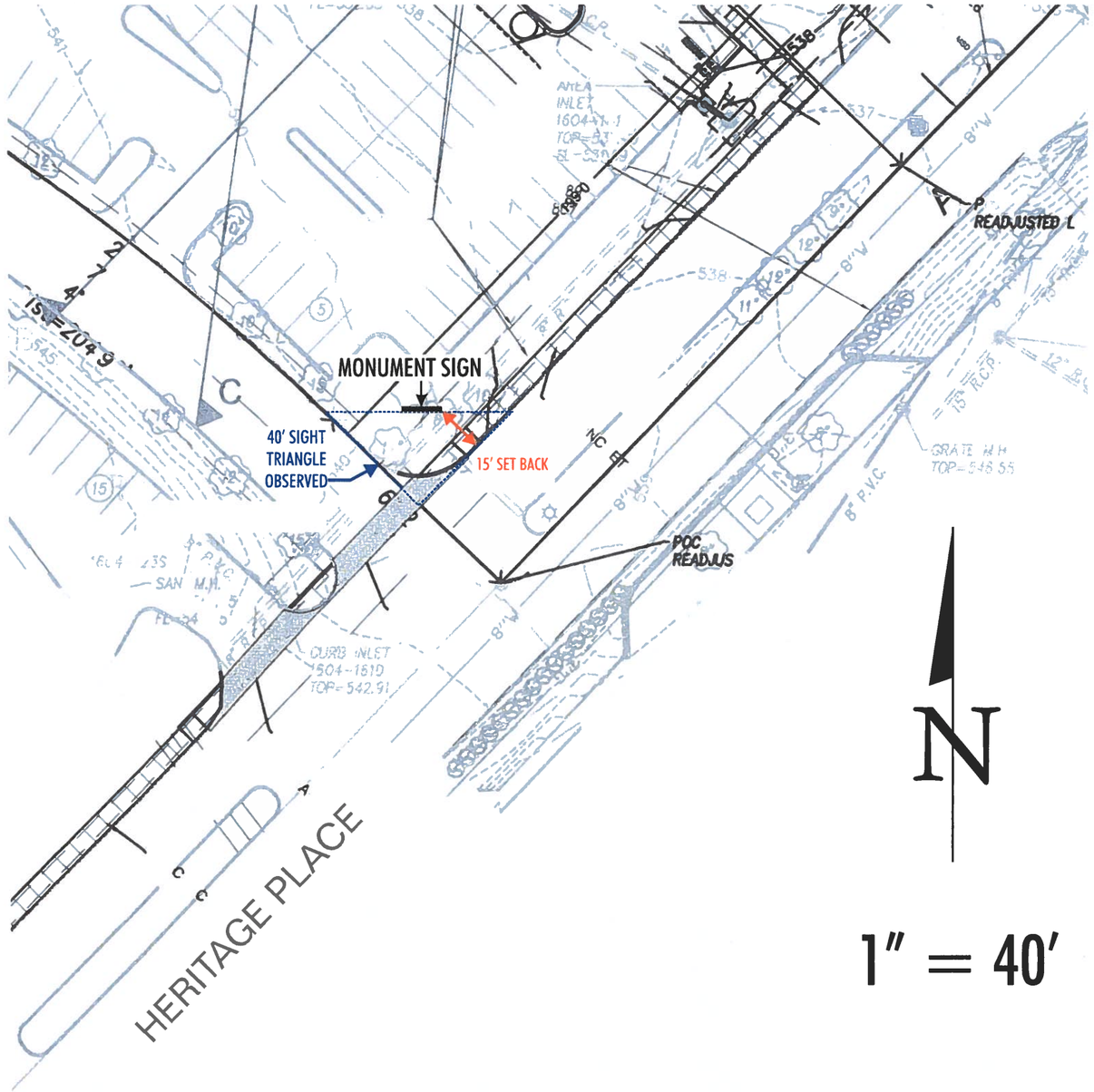
PROUDLY CELEBRATING 90 YEARS of EXCELLENCE SINCE 1929



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2955 Arnold Tenbrook Road, St. Louis, MO 63010
P: 636.282.1300 F: 636.282.3388
warrensign.com

CLIENT
EDGE @ WEST

PROJECT
EDGE @ WEST MONUMENT SIGN

LOCATION
12645 Olive Blvd., Creve Coeur, MO 63141

DATE
11/30/20

SAVED AS
EDGE @ WEST MONUMENT SIGN SITE PLAN

DRAWING NO.
BB 101020 SP

REVISED
2/5/21

DESIGNED BY
Keith Hempen | UADP
UNION AFFILIATED DESIGN PROFESSIONAL

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PROUDLY CELEBRATING 90 YEARS of EXCELLENCE SINCE 1929

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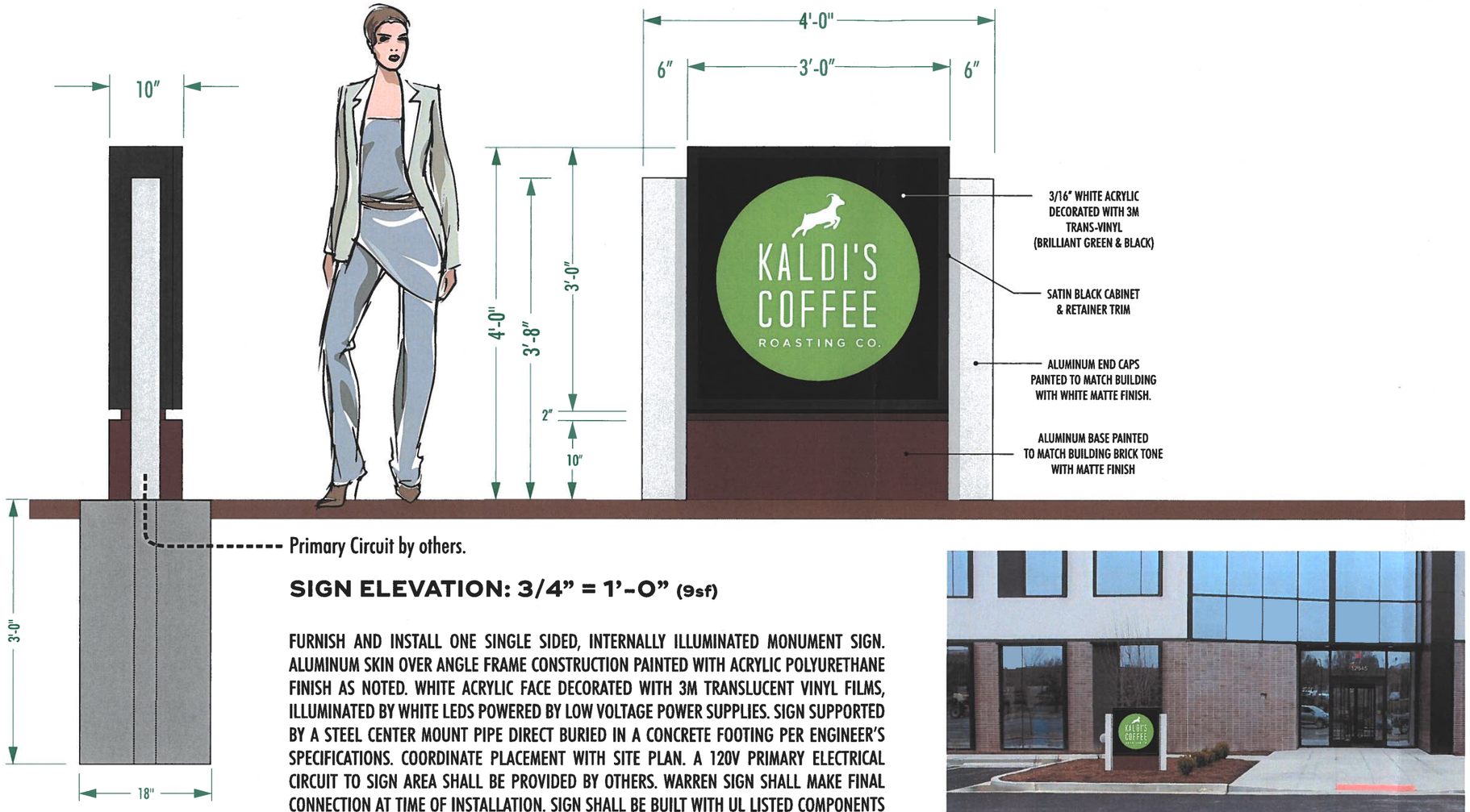
PLAN VIEW 3/4" = 1'-0"



SIGN ELEVATION: 3/4" = 1'-0" (9sf)

FURNISH AND INSTALL ONE SINGLE SIDED, INTERNALLY ILLUMINATED MONUMENT SIGN. ALUMINUM SKIN OVER ANGLE FRAME CONSTRUCTION PAINTED WITH ACRYLIC POLYURETHANE FINISH AS NOTED. WHITE ACRYLIC FACE DECORATED WITH 3M TRANSLUCENT VINYL FILMS, ILLUMINATED BY WHITE LEDS POWERED BY LOW VOLTAGE POWER SUPPLIES. SIGN SUPPORTED BY A STEEL CENTER MOUNT PIPE DIRECT BURIED IN A CONCRETE FOOTING PER ENGINEER'S SPECIFICATIONS. COORDINATE PLACEMENT WITH SITE PLAN. A 120V PRIMARY ELECTRICAL CIRCUIT TO SIGN AREA SHALL BE PROVIDED BY OTHERS. WARREN SIGN SHALL MAKE FINAL CONNECTION AT TIME OF INSTALLATION. SIGN SHALL BE BUILT WITH UL LISTED COMPONENTS AND SHALL HAVE A UL LISTED WATERPROOF DISCONNECT SWITCH AND BEAR A UL LABEL.

CONCEPTUAL VIEW - NO SCALE

UL LISTED THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN. | COPYRIGHT © 2018 WARREN SIGN COMPANY. ALL RIGHTS RESERVED

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P: 636.282.1300 F: 636.282.3388
warrensign.com

CLIENT
EDGE @ WEST

PROJECT
EDGE @ WEST KALDI'S MONSIGN

LOCATION
12645 Olive Blvd., Creve Coeur, MO 63141

DATE
1/20/21

SAVED AS
EDGE @ WEST KALDI'S MONSIGN

DRAWING NO.
BB 011221

REVISED
~

DESIGNED BY
Keith Hempen | UADP
UNION AFFILIATED DESIGN PROFESSIONAL

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WORRYFREE WARRENTY
energy efficient signs built to last

PROUDLY CELEBRATING 90 YEARS of EXCELLENCE SINCE 1929

EDGE@WEST TENANT WALL SIGN ~ INDIVIDUAL LOGO/LETTERS

TENANT WALL SIGN (60sf MAX)
3' x 20' Shown for Example Only

12645 SOUTH ELEVATION - TENANT WALL SIGN AREA

WEST PARK SIGNAGE PACKAGE
APRIL 2021
DESIGN REQUIREMENT NARRATIVE

Design Requirements Free Standing Signs

Building Tenant Directory Signs

- Maximum of 28 square feet in area
- Maximum 6' overall height

Street Front Identity & Tenant Directory Signs

- Maximum of 50 square feet in area
- Maximum 10.5' overall height
- Stone, brick or aggregate to be incorporated into the sign bases

Directional Signs

- Monolithic design with solid bases
- Maximum 6 square feet in copy area
- Maximum 4.5' overall height

Design Requirements Wall Signs

Retail storefront Signs at 12643 and 12601 Olive Blvd.

- Signs to meet Creve Coeur sign code

Office Building Wall signs at 12655 and 12645 Olive Blvd.

- Maximum size of 60sf
- Two signs allowed per building

AMC Theater building

- Primary wall sign limited to 187sf area measured in one rectangle

Additional Notes:

- The AMC parking lot on Whispering Drive is not in Creve Coeur. It is in Unincorporated St. Louis County and regulated by them.
- Retail tenant Signs at 12601, 12643 and 12653 are allowed per City of Creve Coeur regulations for individual tenants.
- A Wall Sign on 12647 shall comply with the Signs For Multi-Floor Office Buildings of City of Creve Coeur Sign Regulations
- A landscape plan showing plant type, etc. shall be provided per Section 405.950(C)(3)(a) with the sign permit for Zoning Administrators approval.

PLANNING AND ZONING COMMISSION MEETING

CITY OF CREVE COEUR, MISSOURI

300 NORTH NEW BALLAS ROAD

TUESDAY, JANUARY 16, 2024

6:00 P.M.

PUBLIC HEARING

APPLICATION NO. 24-001

THOSE IN ATTENDANCE:

Ms. Julie LaBonte, Chair
Mr. AJ Wang
Ms. Rhonda O'Brien
Ms. Marjorie Richter
Mr. Carl Lumley, City Attorney
Mr. Jason Jaggi, Director of Community Development
Ms. Bethany L. Moore, City Planner
Ms. Megan Waller Administrative Supervisor/Recording Secretary

McLaughlin Court Reporting Services, Inc.

Deborah K. McLaughlin, RPR, MO-CCR #314, IL-CSR, KS-CCR
4772 Gatesbury Drive
St. Louis, MO 63128
(314) 974-1199

CHAIRMAN LABONTE: Call the meeting to order at six o'clock with roll call.

Ms. Hall is not here yet.

Mr. Potashnick is absent.

Ms. Richter?

MS. RICHTER: Here.

CHAIRMAN LABONTE: Mr. Wang?

MR. WANG: Here.

CHAIRMAN LABONTE: Ms. O'Brien?

MS. O'BRIEN: Here.

CHAIRMAN LABONTE: And Mr. Buelter is absent.

Mr. Lumley?

MR. LUMLEY: Here.

CHAIRMAN LABONTE: Mr. Jaggi?

MR. JAGGI: Here.

CHAIRMAN LABONTE: Ms. Moore?

MS. MOORE: Here.

CHAIRMAN LABONTE: And, Ms. Waller?

MS. WALLER: Here.

Our next item is Public Hearing 24-001: An Application for a Master Sign Plan Amendment for the West Park Office Development Pursuant to Section 405.955, Master Sign Plans.

If anyone speaking could please come forward to be sworn in.

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

CHAIRMAN LABONTE: Thank you.

If you could please state your name and address.

MR. MCINTIRE: My name is Dennis McIntire, 912 North Forest Lane, Liberty, Missouri.

Thank you.

Thank you for the time, Commissioners. I appear before you with a request to change the master sign plan for West Park Development.

What we are asking for is, I'll give you quick description, then I can walk you through the -- the pictures. But is to add four additional signs to the building totaling 249 square feet, which bring the total square footage up to 368 square feet, which would represent about 3 1/2 percent of the entire facade of the building. And the signs would match the existing signs.

And, so I think -- can I just click through this?

MS. MOORE: You should be able to.

MR. MCINTIRE: Can I go to the next thing?

All I need is the sign --

MS. MOORE: Okay.

MR. MCINTIRE: -- renderings.

So, that's, obviously, the existing building

with the existing sign.

So, Bethany's working on that.

So, the rationale behind this is is that when that theater was originally built in the '90s it was a single-use building. It was a theater, a (inaudible) concession stand.

In 2001 B&B took over the operations. We gutted six of the seven auditoriums. Turned it into ten auditoriums. And then over on the left side there are ten lanes of bowling, arcade, full bar and restaurant, and we, obviously, we did everything else in the building, including our concepts.

CHAIRMAN LABONTE: I think you said 2001. Is that --

MR. MCINTIRE: 2021. Sorry.

CHAIRMAN LABONTE: That's what I was going to say, I think it was 2021.

MR. MCINTIRE: Okay.

So, the signs -- so, the existing -- this is what the -- what we are proposing with two signs on each side banded up toward the top. We do have, that elevation is slightly incorrect in that there are some light boxes up above that halo eliminate around to it. We would bring our signage down low enough so that the two halos are not fighting over each other. But there will be four signs in

total.

B-Roll, which is our bowling brand; Outakes, which is our arcade; Grand Screen is the -- is the premium large format screen, and inside of Grand -- the Grand Screen is our ScreenX, which is the wraparound screen.

And this is traditional in most movie theaters where they would put some of their -- some of their concepts banded into the sign.

So, the -- the four signs themselves, if you want to just scroll down, we'll just go through those.

B&B Theaters is already existing. It's 119,000 square feet -- 109,000 square feet. I'm dealing in buildings way too often. The Grand Screen, obviously, is 112. And you can see the halo eliminating effect that we would have, which is similar to the B&B Theaters sign, so during the night it would actually flow out around the sign, so the light is actually shining on to the building.

ScreenX, which is, again, that wraparound screen of 38 square feet; B-Roll at 47 square feet and Outtakes at 53 square feet.

We originally had asked for five signs. It was Sterling's, which is our restaurant brand, but after conversation with staff, the decision was made to move that to four, limiting the size to 150 square feet on each side, two signs totaling not more than 150 square feet on

each side.

We feel like it is fair and equitable to, not only accomplish what we'd like to accomplish, but without turning it into a Vegas casino.

So, with that, I'm happy to answer any questions.

CHAIRMAN LABONTE: Any questions?

MS. O'BRIEN: I just have one question.

And I -- I drove past the theater in the evening, and I thought I saw, you know, the ground monument that has that symbol?

MR. MCINTIRE: Uh-huh.

MS. O'BRIEN: Is that on the facade of the building also?

MR. MCINTIRE: No, it is up on -- I've got to get my directions right -- it's going to be in the south -- just south of the entrance into West Park. There is a monument sign on the other side of the street. It is St. Louis County. Whispering Pines is the dividing line between county and city. But that one is sitting on the right side as you're -- as you're driving in north on Whispering Pines getting ready to turn into the development, it is sitting over to the right.

There are bushes around it, which sometimes make it difficult to see.

I'm not sure I would have put it in, but the sign was already there, and so it was just a matter of replacing the AMC with the -- with the B&B Theaters.

MS. O'BRIEN: Okay.

CHAIRMAN LABONTE: I think we're good.

Thank you.

MR. MCINTIRE: Okay.

MS. MOORE: Hello. Bethany Moore, City Planner.

So, this is an application for an amendment to the existing master sign plan for West Park Office Development.

So here is the location. This is the West Park Office Development. And then this is where the theater is, the former AMC, now B&B Theaters.

And, so, that monument sign that you guys were asking about, that's right here. It's at this entrance of Whispering Pines and Olive, and like he said, there is a bush around it, so you can't really see it too much from the street actually, from Olive.

But the signage we're talking about today was -- this one was refaced, and so that was allowed under the current master sign plan. And so they just refaced that. They didn't add any square footage. So that was permitted already.

And then the main building signage on here was

also permitted already because it was approved under the existing master sign plan.

So, this proposal is for four new building signs, and then just updating those building signage that's already been approved.

So, this is the part that was already approved. This is the B&B Theater sign. It did replace the AMC Theater sign. And when they did that they were actually allowed 187 square feet in terms of size for that signage, and this replacement is only 119 square feet, so they did reduce the size of that signage, and that was the only signage that was allowed for AMC under the existing master sign plan.

And then, again, just the reface of this existing low monument sign.

So, here is the proposed new building signage. As he explained, there are now four signs proposed. There were five, and we did work with him to reduce the number and the -- the amount of signage.

And staff had suggested that the size be reduced and that they be in a band like this across the side. They were stacked, and so it just -- it just took a lot -- a larger portion of the building's facade.

So, we have some other examples that I'll show you of signage that we've treated this way if there's

1 additional uses in the building.
2 This -- inside the movie theater, they do have
3 the bowling and the arcade and the restaurant and then
4 some different screen types, and, so, there wasn't an easy
5 way to advertise that to the public with just one sign.
6 So, this is why staff suggested this type of sign in a
7 band like this, and then was in support of additional
8 signage in order to let the public know that there's
9 additional items inside.
10 And, as he said, this one's 47.3 and this one's
11 53.4 on this side. And then this side, it is bigger
12 because the ScreenX is bigger, this Grand Screen -- excuse
13 me -- so that's at 112.7 and this is at 36.2.
14 So, overall, the total square footage for the
15 entire front facade, including this sign, has already been
16 approved. It's 368.9 square feet.
17 So here's some examples. There is another AMC
18 in Creve Coeur on the other side of the city. This is in
19 the Pavilion, Creve Coeur Pavilion development by the
20 Panda Express.
21 They are limited to -- they do not have a master
22 sign plan, so they're limited to our existing sign code,
23 which allows for one sign of 50 square feet max, and so
24 that's what they have, and, actually, they -- they just
25 replaced that.

They had a larger sign existing that was before the existing sign code, and that sign was much larger, but since they replaced it, then they had to meet with Creve Coeur's existing sign code, which is 50 square feet.

And, so, that's something we looked at when we were asking about the reduction in the size for the proposed movie theater signage just because our other movie theater doesn't fit in the same allowance. But, again, they don't have a master sign plan at this development, and this development here that we're talking about today does.

And then here is the Dierbergs. This is another example that we looked at in terms of how to locate the sign because there are additional uses inside this Dierbergs. And so the way that the signage was handled for that is that it was in a sign band across the development and continues on either side and around just for continuity.

And, so, that's kind of what we looked at when we suggested that they be put in that band.

And then just two examples of the form of the draft ordinance.

We will be amending the ordinance to allow for the additional signage within the B&B Theaters -- or to allow for the additional signage for the B&B within the

overall master sign plan, but then all other conditions of the ordinance shall remain in effect for the rest of the sign plan.

So, any questions on it?

CHAIRMAN LABONTE: Is there something they can do about the landscaping to make the other sign more visible for everyone from Olive?

MS. MOORE: They could cut down the bush a little bit more. It's just -- it's like a shrub that's just kind of around it. It's maintained. It's just maintained in a way that can't really see the sign. So, if they wanted to, they could cut the landscaping down a little bit, cut the shrub away.

CHAIRMAN LABONTE: Okay.

Cause it would make sense for it to be visible from Olive there.

MS. MOORE: From Olive.

CHAIRMAN LABONTE: Right.

MS. MOORE: It does face Whispering Pines. It doesn't even face Olive --

CHAIRMAN LABONTE: Uh-huh.

MS. MOORE: -- so (inaudible).

CHAIRMAN LABONTE: Okay.

MR. MCINTIRE: And that -- Bethany, that landscaping is a part of --

MS. MOORE: The development.

MR. MCINTIRE: -- land -- yeah --

MS. MOORE: Yeah.

MR. MCINTIRE: -- it's the development, so it's not a matter of us with a chainsaw. I'll do it, but it's a matter of going through the -- going through that process, which I don't have a big problem with.

CHAIRMAN LABONTE: Okay. Yeah, I just wanted to make sure that you could be taken care of that way.

Any other questions?

Okay.

MR. WANG: I move to recommend --

CHAIRMAN LABONTE: Hang on.

MR. LUMLEY: Exhibits?

CHAIRMAN LABONTE: I was going to say, we don't have any public here to speak, so let's do the exhibits.

MR. LUMLEY: I offer the following exhibits into the record of this public hearing: Documentation in possession of the City Clerk reflecting the public notice that's been provided, the two presentations this evening, the City Code of Ordinances and Charter, the City Comprehensive Plan and the public file regarding this application.

CHAIRMAN LABONTE: Thank you.

(The Public Hearing was ended at 6:24 p.m.)

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

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

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

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

city of CREVE COEUR

300 North New Ballas Road • Creve Coeur, Missouri 63141
(314) 432-6000 • Fax (314) 872-2539 • Relay MO 1-800-735-2966
www.creve-coeur.org

MEMO TO CITY COUNCIL

Meeting Date: January 16, 2024

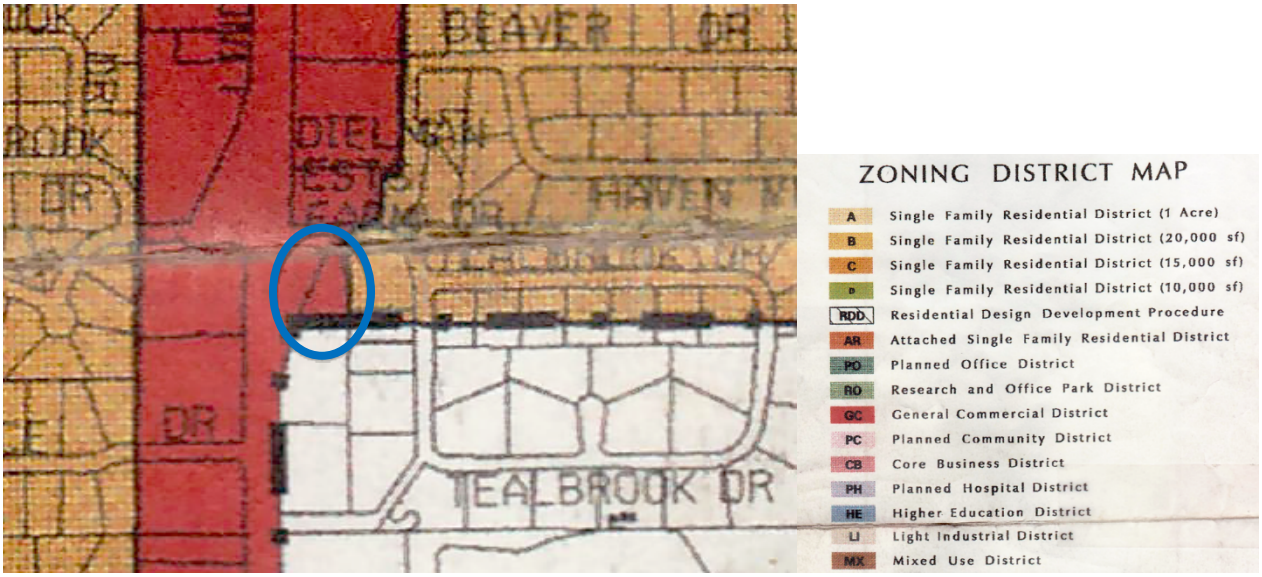
Subject: **Zoning Map Correction—346 North Lindbergh**

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

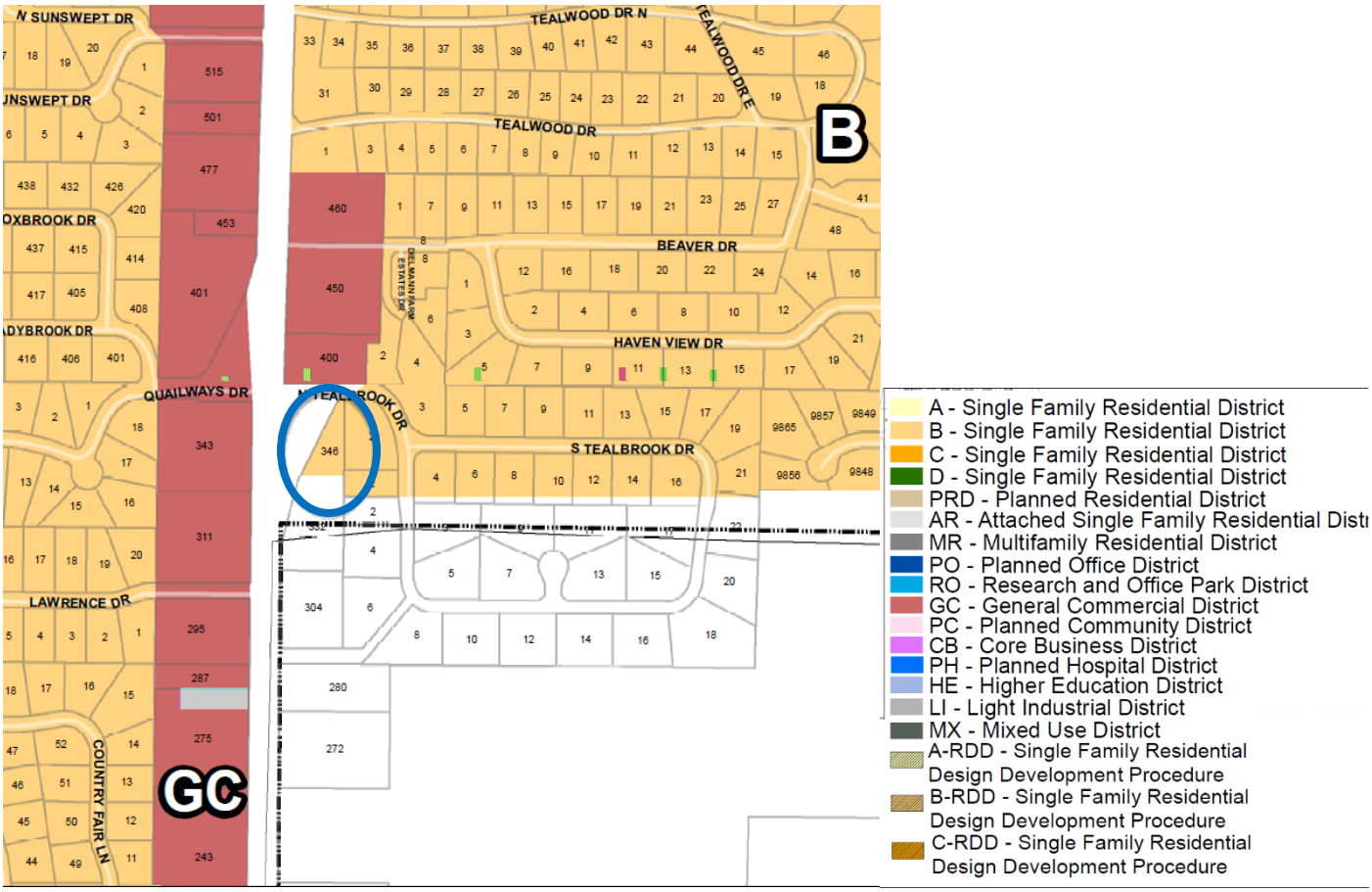
Attachment: Draft Ordinance

The property owner of 346 North Lindbergh reached out to the City late last year stating that he believed the current, effective zoning map was in error for this property. The current Zoning Map was updated and adopted by Ordinance No. 5658 in 2019. The current zoning map shows 346 North Lindbergh within the B-Single Family Residential District. The prior zoning map from 2002 shows this property zoned GC-General Commercial District. Staff concurs that the subject property was erroneously included within the B-Single Family District when the map was updated in 2019. As the map update did not authorize any rezoning of property, this error to the current zoning map needs to be corrected for this property.

The attached correcting ordinance addresses this error which will change this property from B-Single Family Residential to the GC-General Commercial District. The images below show the 2002 Zoning Map with the correct zoning designation and the 2019 update, which is in error.

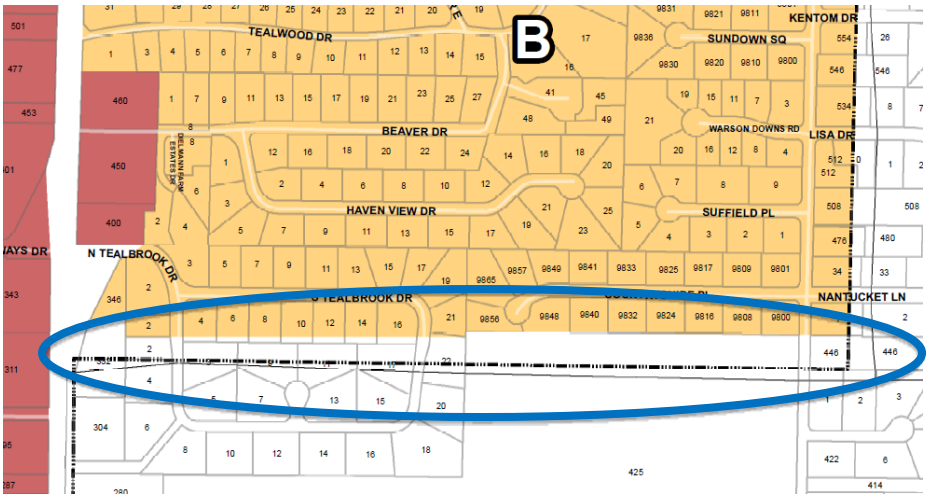


2002 Zoning Map showing 346 N Lindbergh within the GC-General Commercial District

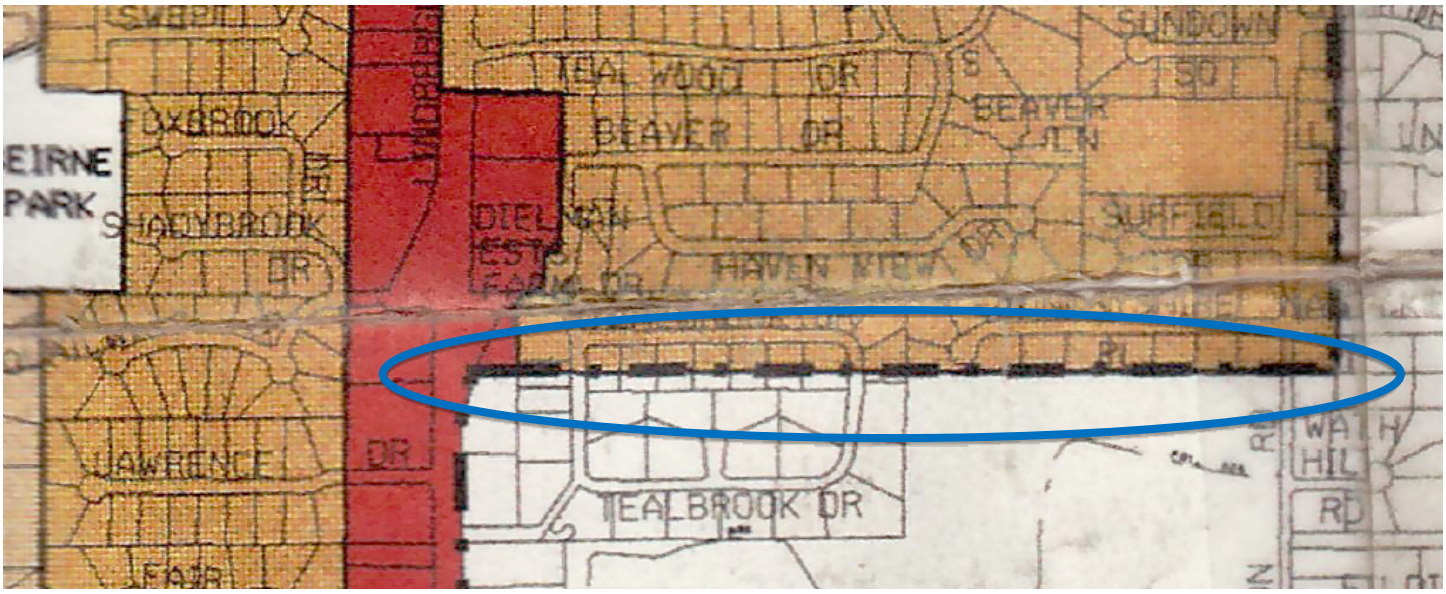


Effective Zoning Map incorrectly showing the easternmost portion of the Priory campus in the A-Single Family District

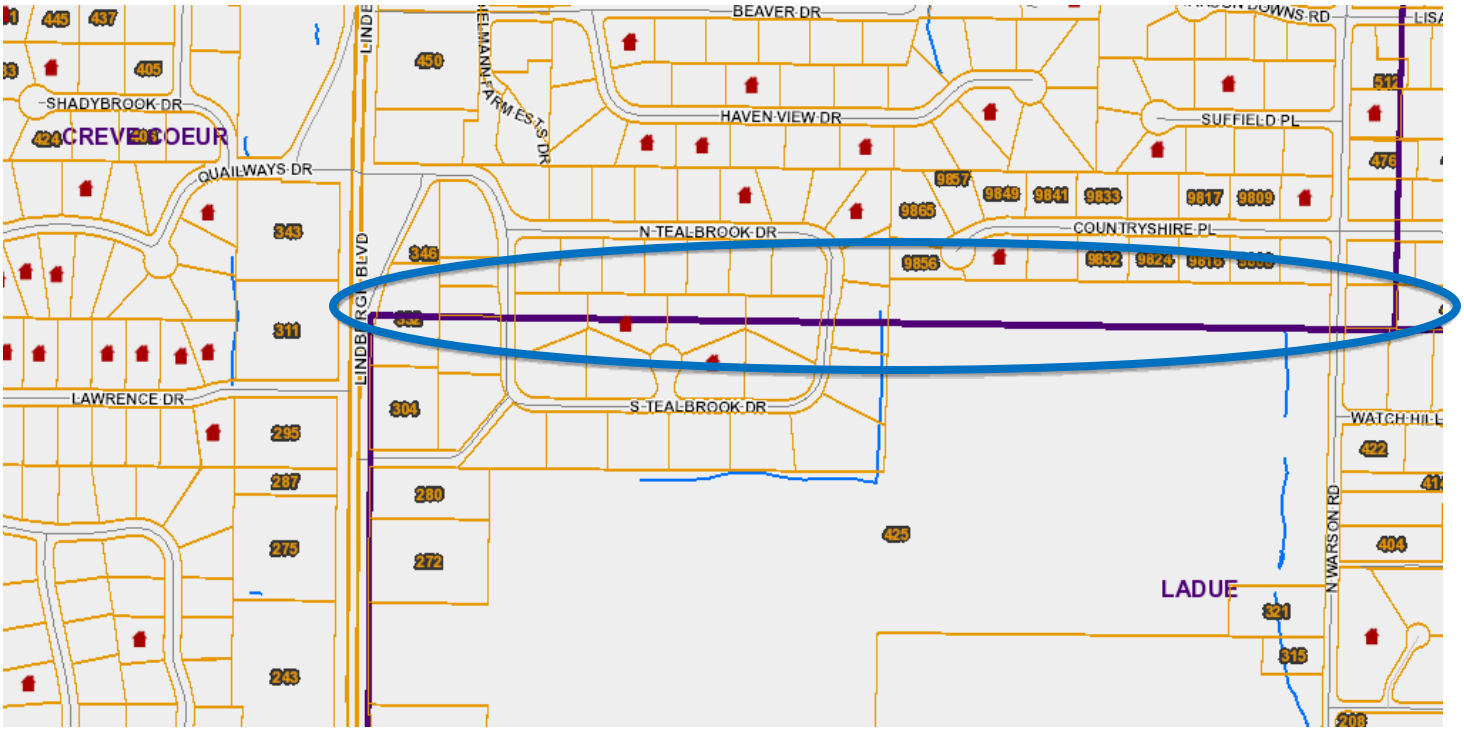
In addition to the error for 346 North Lindbergh, staff has noticed that the zoning map contains formatting errors where the B-Single Family Zoning District was not carried all the way through to the City's southern boundary for all of the properties located on the east side of Lindbergh at the southeast corner of the City that are split between Creve Coeur and Ladue. This formatting discrepancy is shown in the images below. The prior zoning map from 2002 shows a different location for the municipal boundary; however, staff is not sure the reasoning for this difference. St. Louis County's map and the City of Ladue's zoning map both show the municipal line as depicted in the 2019 Creve Coeur zoning map. The attached ordinance will also correct this formatting error to properly designate the split parcels to be located within the B-Single Family Residential District.



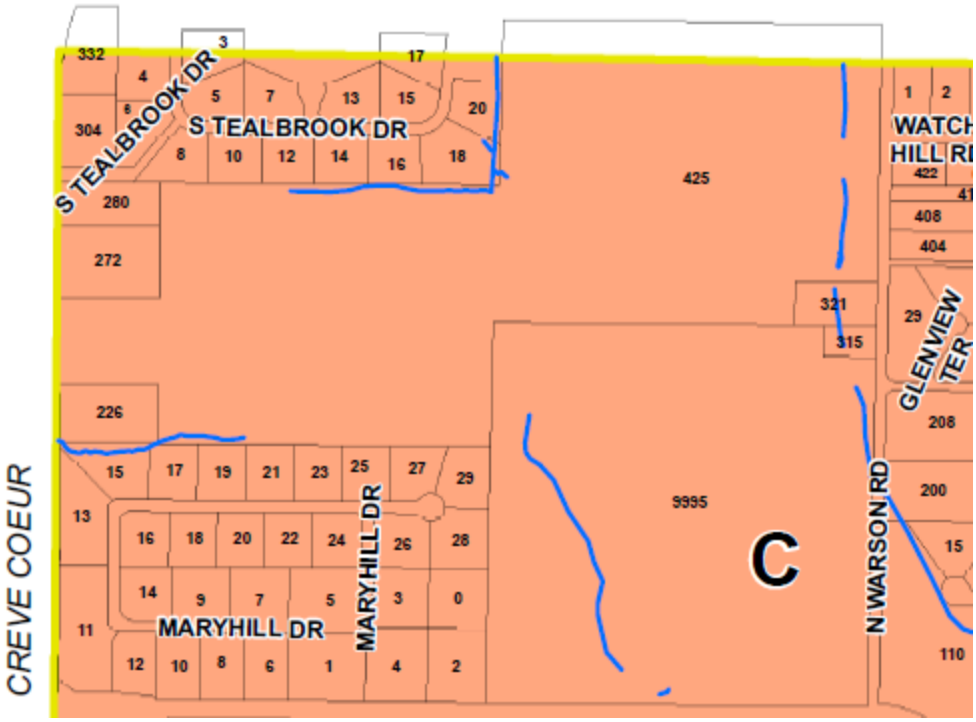
Effective Zoning Map with formatting error that does not include the split parcels with Ladue as being within the B-Single Family Residential District



2002 Zoning Map image showing a different municipal boundary line between the cities of Creve Coeur and Ladue.



St. Louis County GIS map showing the municipal boundary line between the cities of Creve Coeur and Ladue.



City of Ladue Zoning Map showing the split parcels shared with Creve Coeur all zoned by Ladue as C-Residential

BILL NO. 5783 **ORDINANCE NO. 5108**

AN ORDINANCE ADOPTING A REVISED ZONING DISTRICT MAP FOR THE CITY OF CREVE COEUR PURSUANT TO THE REQUIREMENTS OF SECTION 405.190 OF THE ZONING ORDINANCE OF THE CITY OF CREVE COEUR

WHEREAS, The City's existing zoning map has not been professionally updated since 2002 and the zoning map has not been officially adopted since 1996 with Ordinance 1771; and

WHEREAS, In order to provide an accurate version of the zoning map to the public, Staff engaged a consultant to prepare an updated and re-formatted zoning map, pursuant to Section 405.190; and

WHEREAS, The revised map has been reviewed by Staff and is believed to be an accurate depiction of the existing zoning district boundaries which are reflective of all zoning updates throughout the past several years since the map was last updated, and does not involve any rezoning of properties from their current designation; and

WHEREAS, Section 405.190 of the zoning ordinance of the City of Creve Coeur requires the adoption of an official comprehensive zoning district map of the city, properly attested and kept on file in the office of the City Clerk; and

WHEREAS, the Planning and Zoning Commission reviewed and, by 5-0 vote, recommended approval of the revised Zoning Map at its meeting on August 19, 2019; and

WHEREAS, the City Council being fully informed finds that approving the revised zoning map would be in harmony with and bear a substantial relation to the public welfare, health, safety, comfort and convenience of the citizens of the City of Creve Coeur and is in the public interest; and

WHEREAS, all parties desiring to be heard on the matter, 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,

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

SECTION 1: The City of Creve Coeur Zoning Map, prepared by Horner & Shifrin dated August 15, 2019, is hereby adopted as the official zoning map for the City. The first sentence of Section 405.190.A is hereby amended to read: "The boundaries of the various zoning districts are shown upon the Zoning District Map dated August 15, 2019, unless otherwise provided by ordinance."

SECTION 2: The adoption of this zoning map is not intended to rezone any property, but rather to reflect all zoning changes since the adoption of the prior map. Procedures to approve a zoning change were not followed. In the event any previously approved and effective zoning amendment ordinance is not accurately reflected on the map, such ordinance shall remain controlling. .

SECTION 3: This ordinance shall become effective in accordance with Section 3.11 (g) of the City Charter.

ADOPTED THIS 9th DAY OF September, 2019.

Ellen B Lawrence

DR. ELLEN LAWRENCE
PRESIDENT OF CITY COUNCIL

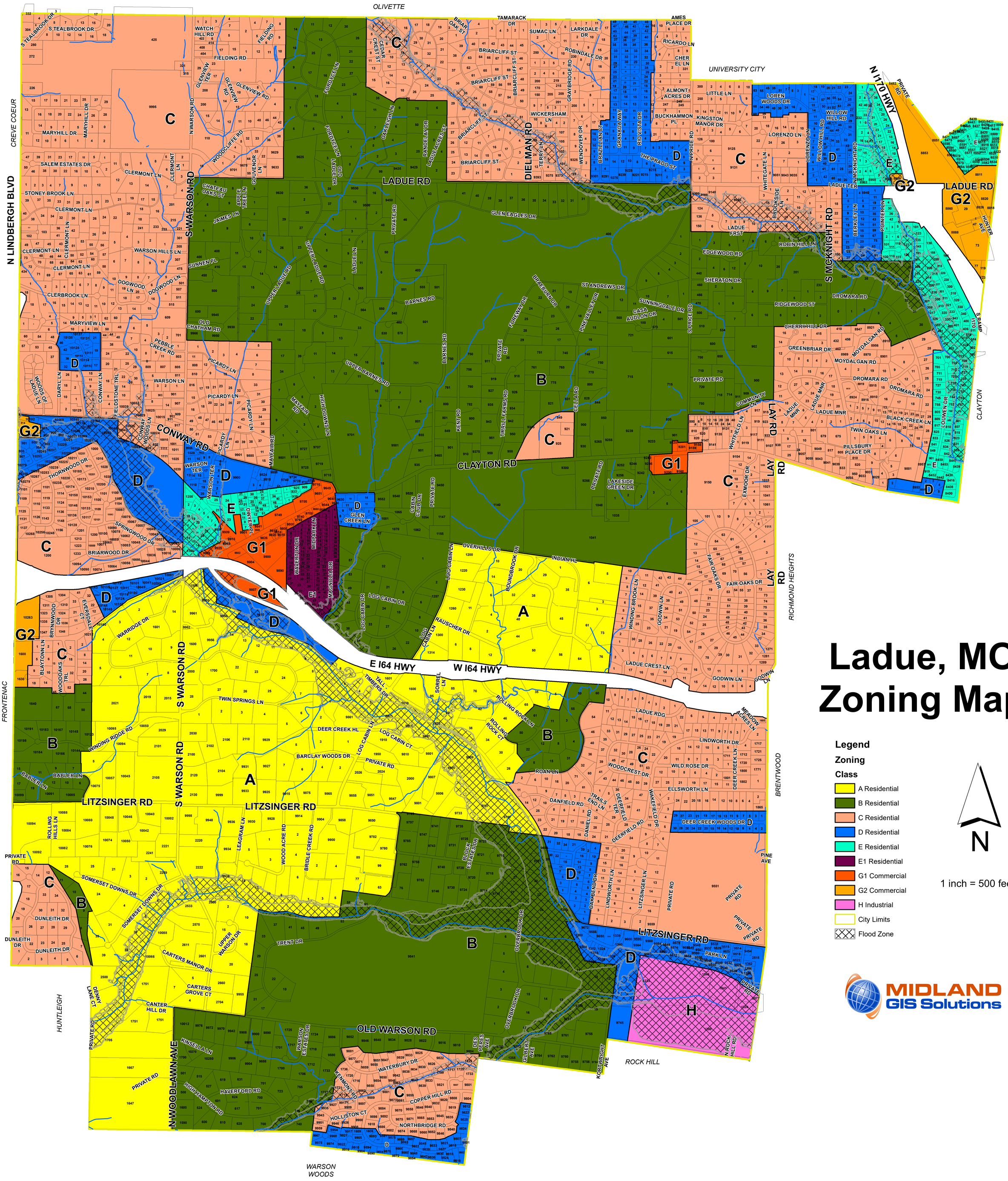
APPROVED THIS 9th DAY OF September, 2019.

BARRY GLANTZ
MAYOR

ATTEST:

Deborah Ryan

DEBORAH RYAN
CITY CLERK



Ladue, MO Zoning Map

Legend

Zoning

Class

- A Residential
- B Residential
- C Residential
- D Residential
- E Residential
- E1 Residential
- G1 Commercial
- G2 Commercial
- H Industrial
- City Limits
- Flood Zone

N

1 inch = 500 feet

MIDLAND GIS Solutions

Date: 3/22/2018

BILL NO. 6103 **ORDINANCE NO. _____**

AN ORDINANCE CORRECTING ERRORS TO THE OFFICIAL ZONING DISTRICT MAP OF THE CITY OF CREVE COEUR

WHEREAS, the City's existing zoning map was adopted by the City Council in 2019 with Ordinance 5658; and

WHEREAS, the prior zoning map was professionally updated in 2002 having been previously adopted by the City Council in 1996 with Ordinance 1771, and

WHEREAS, the property located at 346 North Lindbergh, attached as Exhibit A, is incorrectly shown on the official zoning map as being in the "B" Single Family Residential District instead of the "GC" General Commercial District; and

WHEREAS, certain properties located east of Lindbergh Boulevard that are partially located with the City of Ladue and the City of Creve Coeur, as shown in the attached Exhibit A, are not displayed in their entirety within the correct zoning district due to formatting errors; and

WHEREAS, the Planning and Zoning Commission has reviewed these issues and recommends the corrections be made; and

WHEREAS, the City Council being fully informed finds that correcting the effective zoning map is necessary and is in harmony with and bear a substantial relation to the public welfare, health, safety, comfort and convenience of the citizens of the City of Creve Coeur and is in the public interest; and

WHEREAS, all parties desiring to be heard on the matter, 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,

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

SECTION 1: The City of Creve Coeur Official Zoning Map, which became effective on September 9, 2019 by Ordinance 5658, is hereby corrected to show the property addressed as 346 North Lindbergh Boulevard to be located within the GC-General Commercial District.

SECTION 2: The City of Creve Coeur Official Zoning Map, which became effective on September 9, 2019 by Ordinance 5658, is hereby further corrected to address formatting issues for the properties located east of Lindbergh Boulevard that are located both within the City of Ladue and the City of Creve Coeur so that all portions of these properties located within the City of Creve Coeur are shown within the B-Single Family Dwelling District.

SECTION 3: The adoption of this Ordinance is to correct an error in the classification of the property addressed as 346 North Lindbergh Boulevard and to address formatting issues. All other aspects of the Official Zoning Map of the City of Creve Coeur remain in effect as adopted by the City Council with Ordinance 5658.

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

BILL NO. _____ **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

RESOLUTION NO. 1701

A RESOLUTION AUTHORIZING THE CITY OF CREVE COEUR TO PURCHASE ONE CIVILIAN 2023 FORD EXPLORER 4x4 VEHICLE FROM JOE MACHENS FORD LINCOLN FOR THE TOTAL AMOUNT OF $41,745

WHEREAS, in the interest of public safety, the police department requires reliable fleet vehicles to effectively serve the City; and

WHEREAS, such police vehicles will be replaced when they are determined to have surpassed their life expectancy, or reached their maximum trade-in value as a reliable police unit; and

WHEREAS, there is no state contract currently offered for this vehicle and therefore the City requested bids from automobile dealers that could meet the desired specifications; and

WHEREAS, the police department received one bid and therefore is requesting funds in the amount of $41,745 payable to Joe Machens Ford Lincoln for the purchase of one 2023 Ford Explorer 4x4 Vehicle.

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

Section 1: The purchase of one 2023 Ford Explorer 4x4 vehicle is hereby approved. The approval of this amount is not to exceed the amount of $41,745, pursuant to the quote dated 12/12/2023 and changes therein shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Resolution and necessary, desirable, convenient, or proper in order to carry out the matters herein authorized. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the agreement.

ADOPTED THIS 22ND DAY OF JANUARY, 2024.

_____
DR. ROBERT HOFFMAN
MAYOR

ATTEST:

_____
KELLIE HENKE
CITY CLERK

MEMORANDUM

DATE: 01/03/2023

TO: Chief J. Hartman

FROM: Capt. T. Koncki

SUBJECT: Replacement of Admin Police Vehicle - 2423

Chief Hartman,

Each budget year, the Police Department has maintained a practice of replacing vehicles in order maintain a reliable fleet. Decisions to replace vehicles are based on age, mileage, or condition (when it is practical to responsibly manage maintenance costs). The Department has a fleet of admin vehicles, commonly referred to within the automotive industry as Police Special Service Vehicles. These vehicles are not pursuit rated, but must still be sturdy enough to meet the needs of the department in terms of comfortably managing passengers, cargo, and overcoming any type of road condition caused by inclement weather.

This budget year, it is the intent of the Police Department to purchase an admin vehicle to replace a 2018 Ford Fusion (two-wheel drive, 4-door sedan). In the FY 2023-2024 Public Safety Budget, the Police Department budgeted $45,000 for the purchase of this vehicle. There are currently no state contracts available for Police Special Service Vehicles, so the Police Department requested written bids, specifically for an SUV, 4x4 style vehicle, as this best meets the needs of the Department. The only bid received was from Joe Machens Ford offering an immediate delivery of a 2023 Ford Explorer 4x4 Utility with a total cost of $41,745 ($3,255 below budgeted amount). Based on the above information, we recommend that the Police Department purchase this vehicle to replace the 2018 Ford Fusion.

Once the purchase is completed and the new 2023 Ford SUV is delivered, the following rotation will take place:

Vehicle Description	Mileage	Current Assignment	Move To
2018 Ford Fusion (#2423)	54,000	Administration	Auction
2023 Ford SUV (#2414)	NEW	NEW	Admin
2022 Ford SUV (#2412)	10,700	Investigations	Admin
2020 Ford SUV (#2415)	66,000	Administration	Investigations

It should be noted the Police Department did make an effort to determine if there were any full-size hybrid SUV models available on the market and learned:

1) Almost all dealerships did not have stock of this type of vehicle available for delivery.
2) If there was a hybrid SUV in stock, it exceeded the Police Department's budgeted amount.

In an effort to be mindful of fuel consumption and environmental impact, the recommended vehicle for purchase has a 4 cyl. EcoBoost Engine.

Respectfully,

Capt. Tim Koncki

Attach: Bid Letter
Window Sticker
Resolution

ford.com

VEHICLE DESCRIPTION

EXPLORER

PG C28766

2023 EXPLORER XLT 4WD
119" WHEELBASE
2.3L ECOBOOST I-4 ENGINE
10-SPEED AUTO TRANSMISSION

EXTERIOR
CARBONIZED GRAY METALLIC
INTERIOR
EBONY UNIQUE CLOTH SEATS

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR
- DOOR HANDLES - BODY COLOR
- EASY FUEL® CAPLESS FILLER
- HEADLAMPS - AUTO LED
- LED SIGNATURE LIGHTING
- MIRRORS-MAN-FOLD DUAL PWR HEATED WITH APPROACH LAMPS
- POWER LIFTGATE
- PRIVACY GLASS - REAR DOORS
- REAR INT WIPER/WASH/DFRST
- REAR SPOILER, BODY COLOR
- ROOF-RACK SIDE RAILS-BLACK
- TAILLAMPS-LED
- TRAILER SWAY CONTROL
- VARIABLE INTERVAL WIPERS

INTERIOR
- 1TOUCH UP/DOWN DR/PASS WIN
- 3RD ROW - 50/50 FOLD FLAT
- DUAL ILLUM VIS VANITY MIRR
- HEATED CLOTH FRONT SEATS
- IP CLUSTER 6.5" LCD SCREEN
- LEATHER WRAPPED STR WHEEL
- POWER DRIVER SEAT - 10 WAY
- POWER PASS SEAT - 4-WAY
- POWERPOINTS - 12V
- ROTARY GEAR SHIFT DIAL
- TILT/TELESCOPING STEERING W/WHEEL MOUNTED CONTROLS
- TRI-ZONE ELECTRNC TMP CTRL
- USB A(1) AND C(1)-1ST ROW

FUNCTIONAL
- 4-DR INTELL ACCESS LOCK/ UNLOCK W/PUSH-BUTTON START
- AM/FM/MP3, 6 SPEAKERS
- BRAKES, 4-WHEEL DISC/ABS
- FORD CO-PILOT360™
- FORDPASS™ CONNECT
- HILL START ASSIST
- REAR PARKING SENSORS
- REAR VIEW CAMERA
- REFRESH95
- SIDE-WIND STABILIZATION
- SIRIUSXM® - SVC N/A AK&HI
- SYNC®3 8" SCRN W/APPLINK®

SAFETY/SECURITY
- ADVANCETRAC™ WITH RSC®
- AIRBAG-DRIVER/PASS KNEE
- AIRBAGS - DUAL STAGE FRONT
- AIRBAGS - FRONT SEAT MOUNTED SIDE IMPACT
- AIRBAGS - SAFETY CANOPY®
- INDIV TIRE PRESS MONIT SYS
- LATCH CHILD SAFETY SYSTEM
- PERIMETER ALARM
- PERSONAL SAFETY SYSTEM™
- SOS POST-CRASH ALERT SYS™

WARRANTY
- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST

INCLUDED ON THIS VEHICLE	(MSRP)
EQUIPMENT GROUP 200A	
OPTIONAL EQUIPMENT/OTHER	
.18" 5-SPOKE PAINTED ALUM WHLS	
.P255/65R18 A/S BSW TIRES	
4WD REGIONAL DISCOUNT	NO CHARGE
50 STATE EMISSIONS	NO CHARGE
4G LTE WI-FI HOTSPOT CREDIT	- 20.00
REAR AUXILIARY CNTRLS CREDIT	- 100.00
FRONT LICENSE PLATE BRACKET	NO CHARGE

PRICE INFORMATION	(MSRP)
BASE PRICE	$40,570.00
TOTAL OPTIONS/OTHER	- 120.00
TOTAL VEHICLE & OPTIONS/OTHER	40,450.00
DESTINATION & DELIVERY	1,595.00
TOTAL BEFORE DISCOUNTS	**42,045.00**
4WD REGIONAL DISCOUNT	**- 300.00**
TOTAL SAVINGS	**- 300.00**

RESIDENCY RESTRICTIONS APPLY TO DISCOUNTS/SAVINGS - BASED ON CUSTOMER ZIP CODE. SEE DEALER FOR DETAILS.

RAMP ONE: CJ06
RAMP TWO:
CONVOY
ITEM #: 53-S002 O/T 2

TOTAL MSRP $41,745.00

Ford Credit: Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

PM062 N RB 2X 360 000921 12 06 23

EPA DOT Fuel Economy and Environment

Gasoline Vehicle

Fuel Economy
23 MPG
combined city/hwy
20 city
27 highway
4.3 gallons per 100 miles

Standard SUVs range from 14 to 102 MPG. The best vehicle rates 132 MPGe.

You spend **$1,500** more in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost **$1,900**

Fuel Economy & Greenhouse Gas Rating (tailpipe only): 5 (1 – 10 Best)

Smog Rating (tailpipe only): 6 (1 – 10 Best)

This vehicle emits 387 grams CO_2 per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions; learn more at fueleconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs $8,000 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at $2.95 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fueleconomy.gov
Calculate personalized estimates and compare vehicles

Smartphone QR Code™

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★★★★★
Based on the combined ratings of frontal, side and rollover.
Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash Driver ★★★★★
Passenger ★★★★★
Based on the risk of injury in a frontal impact.
Should ONLY be compared to other vehicles of similar size and weight.

Side Crash Front seat ★★★★★
Rear seat ★★★★★
Based on the risk of injury in a side impact.

Rollover ★★★★
Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA).
www.safercar.gov or 1-888-327-4236

AMERICA'S ALL TIME BEST-SELLING SUV

The FordPass Connect™ modem is active and sending vehicle data (e.g., diagnostics) to Ford. See in-vehicle Settings for connectivity options.

FordPass Connect™ service and FordPass™ App required for certain remote features (see App Terms for more information). Connected service and related feature functionality is subject to compatible AT&T-network availability. Evolving technology / cellular networks may affect functionality and availability, or continued provision of some features, prohibiting them from functioning. Message and data rates may apply. See your local Ford website for our privacy policy.

1FMSK8DH3PGC28766

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SCAN OR TEXT 1FPGC28766 TO 48028
Msg & Data rates may apply. Text HELP for help
www.ford.com/help/privacy-terms/

JOE MACHENS FORD LINCOLN

1911 W. Worley • Columbia, MO 65203 • (573) 445-4411 • (800) 745-4454 • www.machens.com

December 12, 2023

Subject: Joe Machens Proposal on a **2023 Ford Explorer, 4 Wheel Drive**

To: Whom it May Concern;

As per the requested quote on a 2023 Ford Explorer, Joe Machens Ford proposes the following. The Ford Explorer includes the factory standard options and also has other options as noted below.

2023 Ford Explorer XLT 4x4 – Included Equipment
2.3L 4cyl EcoBoost Engine
Exterior Color: Carbonized Gray
Interior Color: Ebony Cloth

Exterior
Door Handles - Body Color
Easy Fuel® Capless Filler
Headlamps - Auto Led
Mirrors-Man-Fold Dual Power Heated
Power Liftgate
Privacy Glass - Rear Doors
Rear Window Wiper/Wash/Defrost
Roof-Rack Side Rails-Black
Taillamps-Led
Variable Interval Wipers

Interior
Power Windows/Locks/Mirrors
3rd Row - 50/50 Fold Flat
Dual Illum Vis Vanity Mirr
Heated Cloth Front Seats
Leather Wrapped Steering Wheel
Power Driver Seat - 10 Way
Power Pass Seat - 4-Way
PowerPoints - 12v
Rotary Gear Shift Dial
Tilt/Telescoping Steering
USB A(1) And C(1)-1st Row

Functional
4-Dr Intelligent Access Lock
Push-Button Start
AM/FM/MP3, 6 Speakers
Brakes, 4-Wheel Disc/Abs
Ford Co-Pilot360
Fordpass Connect
Hill Start Assist
Rear Parking Sensors
Rear View Camera
Side-Wind Stabilization
SiriusXM
Sync3 8" Screen

Safety/Security
Advancetrac
Airbag-Driver/Pass Knee
Airbags - Dual Stage Front
Airbags - Front Seat
Mounted Side Impact
Airbags - Safety Canopy
Tire Press Monitors
Latch Child Safety System
Personal Safety System

Total
***$41,745 (2023 Ford Explorer 4x4, XLT)**
(In-Stock for immediate delivery, VIN: 1FMSK8DH3PGC28766)
(*Subject to availability as it is currently in stock for sale to anyone)

Joe Machens Ford appreciates your business, and we look forward to servicing your needs in the future. Any questions should be directed to Kelly Sells, Fleet Department Manager.

Thanks,

Kelly Sells, Fleet Manager, Joe Machens Ford, 573-777-1089, ksells@machens.com

RESOLUTION NO. 1702

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 SIDEWALK PHASE 3 IMPROVEMENT PROJECT FOR THE NOT-TO-EXCEED AMOUNT OF $50,000.00.

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 Transportation Alternatives Program grant to assist with the construction costs associated with sidewalk and retaining wall improvements at 331 and 425 North New Ballas Road (the Project);

WHEREAS, the design team of Horner & Shifrin, Inc. has designed the preliminary plans for this project as well as 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 Sidewalk Phase 3 Improvement Project, 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 $50,000.00**, 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 22ND DAY OF JANUARY, 2024.

_____
DR. ROBERT HOFFMAN
MAYOR

ATTEST:

_____
KELLIE HENKE
CITY CLERK

EXHIBIT A

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 **311-425 N New Ballas Road Sidewalk Improvements** (Project). Engineer's services under this Agreement (Services) are generally identified as **sidewalk improvement design, retaining wall details, utility coordination, bus stop improvements, sidewalk accessibility updates, and easement agreements/documentation for new sidewalk along the west side of N New Ballas Road within the two subject properties**.

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: **12 months, depending on easement acquisition.** 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.

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C. Startup Delays

1. This Agreement was developed with an anticipated start date of February 1, 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.

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b. Engineer's Standard Hourly Rates are attached as Appendix 1.

The total compensation for Services and reimbursement of expenses is estimated to be $**50,000**.

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, or as personnel changes arise.

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.

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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.

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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

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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

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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:	Engineer:
_____ (name of organization)	Horner & Shifrin, Inc. (name of organization)
By: _____ (authorized individual's signature)	By: _____ (authorized individual's signature)
Date: _____ (date signed)	Date: 01/02/2024 (date signed)
Name: _____ (typed or printed)	Name: April M. Giesmann, PE, CFM (typed or printed)
Title: _____ (typed or printed)	Title: Vice President, Civil/Site (typed or printed)
Address for giving notices:	Address for giving notices:
300 N. New Ballas Road	101 Laura K Drive, Suite 101
Creve Coeur, MO 63141	O'Fallon, MO 63366
Designated Representative:	Designated Representative:
Name: _____ (typed or printed)	Name: April M. Giesmann, PE, CFM (typed or printed)
Title: _____ (typed or printed)	Title: Vice President, Civil/Site (typed or printed)
Address:	Address:
	101 Laura K Drive, Suite 101
	O'Fallon, MO 63366
Phone:	Phone: 636-439-2393
Email:	Email: amgiesmann@hornershifrin.com

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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 **01/02/2024.**

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: Below are the anticipated personnel used for this project; however, additional personnel may be used as appropriate during the course of the project due to schedules or personnel changes, and will be billed at their current hourly rate.

Billing Class	Rate
Project Manager	$ 175/hour
Sr. Project Engineer	$ 150/hour
Technical Manager	$ 150/hour
Enviro Specialist	$ 200/hour
Principal - QA/QC	$ 280/hour
Licensed Surveyor	$ 165/hour
Survey Tech.	$ 125/hour

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Subject: **City of Creve Coeur**
425 & 311 N. New Ballas Rd. Sidewalk

By: AMG
HS Job No.: P2230598

12/20/2024

HORNER SHIFRIN

TASK	Dept Mgr Civil CSP01	Project Manager Civil CSP06	Tech Manager Civil CST01	Sr. Proj. Engineer Civil CSP08	Prof. Land Surveyor Survey GT01	Survey Technician GT03	Env Scientist Transp TP04	Hours Total	Cost Total
	280.00	175.00	150.00	150.00	165.00	125.00	200.00		
RIGHT OF WAY PLANS (EASEMENTS)									
Review plans previously submitted	2	2	8					12	$ 2,110
Easement Exhibits (5 with legal descriptions)		3			8	15		26	$ 3,720
Coordinate with City	2							2	$ 560
Coordinate with Internal Road Project Team for Format/Submittals	2							2	$ 560
MODOT Submittal (By City), Coordination, and Revisions	1	2			1	1		5	$ 920
QA/QC	1	1						2	$ 455
								0	$ -
	6	**6**	**0**	**0**	**9**	**16**	**0**	**37**	**$ 6,215**
FINAL DESIGN / PLANS									
Project Management	4							4	$ 1,120
Finalize Layout and Grading		1	8					9	$ 1,375
Curb Ramp Design (10 total)		2	20					22	$ 3,350
Cover Sheet		1	2					3	$ 475
General Notes, Legend, and Control Points		1	6					7	$ 1,075
Site Plans		1	8					9	$ 1,375
Curb Ramp Plans		1	10					11	$ 1,675
Cross Sections		1	12					13	$ 1,975
APS Facility design coordination with CBB		1	2					3	$ 475
Driveway Profiles and Details		1	12					13	$ 1,975
Wall Profiles		1	4					5	$ 775
Water, Sewer relocation plans								0	$ -
Details		1	8					9	$ 1,375
Erosion Control Plan and Details		1	4					5	$ 775
JSPs for inclusion into City's Technical Specifications	2	8						10	$ 1,960
Drainage Area Maps and MSD Calculations		1		4				5	$ 775
Storm and Sanitary Sewer Profiles for relocated structures								0	$ -
MSD Stormwater Report	0.5	2						2.5	$ 490
Construction Cost Estimate	0.5	2		6				8.5	$ 1,390
Utility Coordination	1	12		2				15	$ 2,680
Coordinate with City	4							4	$ 1,120
Coordinate with Internal Road Project Team for Format/Submittals	2	2	4					8	$ 1,510
NEPA Documentation	1						4	5	$ 1,080
MODOT Submittal, Coordination, and Revisions	1	2	8					11	$ 1,830
MSD Submittal, Coordination and Revisions	1	2	8					11	$ 1,830
Meetings (Virtual)	2	2						4	$ 910
QA/QC	8							8	$ 2,240
								0	$ -
								0	$ -
	23	**46**	**116**	**12**	**0**	**0**	**4**	**201**	**$ 35,610**
BIDDING AND CONSTRUCTION SUPPORT									
Respond to Bidders questions	4							4	$ 1,120
								0	$ -
								0	$ -
								0	$ -
	4	**0**	**0**	**0**	**0**	**0**	**0**	**4**	**$ 1,120**

Assumptions

1. Fee does not include geotechnical analysis/services
2. No additional survey required.
3. Fee does not include detention design, BMP design, or Channel Protection. It is assumed these items will not be required by MSD.
4. H&S shall prepare Job Special Provisons only for Technical Specifications. City shall prepare the Bid Specification/Manual.
5. USPS Entrance will need to be reconstructed to meet ADA requirements.
6. **Fee includes NEPA Documentation**, such as EDR and MDC review. No Land Dist permit required, no USACE requirements.
7. Fee excludes Bidding and Construction Support
8. Fee includes (4) easements on the USPS property (331 N New Ballas.) and (1) on the 425 N New Ballas Property as shown on previously submitted ROW plans to City
9. All easment and sidewalk work will be within the property of 425 or 331 N New Ballas. All other work will be within existing City-owned Right-of-Way or existing easements
10. All sewer work expected to be avoided for this project.

SUMMARY	**Hours**		**Cost**
RIGHT OF WAY PLANS (EASEMENTS)	37	$	6,215
FINAL DESIGN / PLANS	201	$	35,610
BIDDING AND CONSTRUCTION SUPPORT	4	$	1,120
	242	**$**	**42,945**
SIGNAL MODIFICATIONS BY CBB		**$**	**7,000**
Reimbursable Mileage		**$**	**55**

TOTAL ESTIMATED FEE	**$**	**50,000**

DEPARTMENT OF PUBLIC WORKS
STAFF MEMORANDUM

DATE: January 16, 2024

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works
Steve Berecz, P.E., City Engineer

FROM: Kevin Mulligan, P.E., Civil Engineer

SUBJECT: Recommendation for Design Services Agreement
New Ballas Road Sidewalk Phase 3 Improvements Project

The City has been awarded a federal grant to assist with the construction of sidewalk improvements at 331 & 425 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 already designed most of the project and has also been the design consultant for all of the recent projects on New Ballas Road.

New Ballas Road Sidewalk Phase 3 Improvements Project
The scope of work for the Phase 3 sidewalk project includes the construction of a new sidewalk along the 425 N. New Ballas property and improvements to the existing sidewalk at the Post Office at 331 N. New Ballas. Construction for this project is scheduled for Spring of 2026.

The City was awarded a Transportation Alternatives Program (TAP) Grant in 2021 for this project. However, during design it was found that the water main running along the 425 N. New Ballas property was very shallow and had to be relocated. The cost for this work was not included in the grant costs and the price was too high for the City to fund by itself. In 2023, Staff re-applied for the grant with water main relocation costs included and were recently notified that the application was successful.

The City hired Horner & Shifrin to design the project in 2018 to prepare concept-level sidewalk plans for the project and hired them again in 2021 to prepare the construction plans. Horner & Shifrin finished approximately 80% of the design before the project has to be postponed.

Design Services and Fee Proposal
Horner & Shifrin proposes to complete the design of the New Ballas Road Sidewalk Phase 3 Improvements Project for a not-to-exceed fee of $50,000. The design involves the preparation of construction plans, specifications, and cost estimates for the project. While Horner & Shifrin has already completed the design for most of the project, they will still have to go through all of the various steps required of federal aid projects. 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. A temporary construction easement will be needed from 425 N. New Ballas and temporary and permanent sidewalk easements will be needed from the Post Office at 331 N. New Ballas..

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. Coordination of Water Main Relocation. A 12-inch water main runs along the property of 425 N. New Ballas. The main is very shallow and must be relocated. Horner & Shifrin will coordinate the design and construction of this relocation with Missouri American Water.

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 project were allocated in FY2023 of the Capital Improvement Program(CIP.) $210,000 was allocated to FY2023 and $100,000 in FY2026. The construction funds can stay in FY2026 but the upcoming CIP will adjust the design costs to FY2024-2025.

Federal Grant Award. The City has been awarded a federal TAP grant for the New Ballas Road Sidewalk Phase 3 Improvements Project. This grant will provide reimbursement of costs related to right of way and easement acquisition and construction up to a limit of $448,000. The grant represents 80% of the estimated $560,000 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 Sidewalk Phase 3 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 Sidewalk Phase 3 Improvements project.

RESOLUTION NO. 1703

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE EXECUTION OF THE NECESSARY DOCUMENTS TO SUBMIT THE PROJECT PROPOSAL APPLICATION TO EAST-WEST GATEWAY COUNCIL OF GOVERNMENTS FOR FEDERAL GRANT FUNDING THROUGH THE CONGESTION MITIGATION AND AIR QUALIFY PROGRAM – (CMAQ) FOR THE CENTENNIAL GREENWAY SHARED-USE PATHWAY EXTENSION PROJECT.

WHEREAS, the City Council deems it necessary to improve the existing shared-use pathways in the City to serve the citizens of Creve Coeur as well as those in the metropolitan area, and

WHEREAS, the City Council recognizes the federal Congestion Mitigation and Air Quality Program (CMAQ) as an excellent opportunity to extend the Centennial Greenway Shared-use Pathway along Gateway and Research Boulevards from Warson Road to Baur Blvd. for the benefit of the community.

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

1. An application shall be made under the CMAQ Grant for a grant-in-aid to assist with a substantial portion of the construction costs for a shared-use concrete pathway, ten feet wide, starting on the east side of Warson Road on Gateway Blvd. and extending west along Gateway Blvd. to Research Blvd. and then north along Research Blvd. to Baur Blvd. Work includes construction of a new concrete pathway, a new fully signalized intersection at Warson and Gateway, high-visibility crosswalks, associated work and to acquire the right of way and easements necessary for such improvements.
2. That the project proposal described herein be prepared and submitted to the CMAQ Grant Commission for reimbursement of applicable costs.
3. The City Administrator is hereby authorized to sign and execute the documents necessary to forward the project proposal application for a federal grant-in-aid under the CMAQ program.
4. If a grant is awarded to the City, the City of Creve Coeur will enter into an agreement or contract with the Missouri Highways and Transportation Commission regarding said grant.

ADOPTED THIS 22ND DAY OF JANUARY, 2024.

_____
DR. ROBERT HOFFMAN
MAYOR

ATTEST:

_____
KELLIE HENKE
CITY CLERK

DEPARTMENT OF PUBLIC WORKS
STAFF MEMORANDUM

DATE: January 17, 2024

TO: Mark Perkins, City Administrator
CC: Jim Heines, Director of Public Works

FROM: Steven Berecz, P.E., City Engineer

SUBJECT: Recommendation for Federal CMAQ Grant Application
Centennial Greenway + 39N Connector Shared-Use Pathway

Staff recommends that the City pursue federal grant assistance through the Congestion Mitigation and Air Quality Program (CMAQ) to improve the existing shared-use pathway system in the City to serve the citizens of Creve Coeur as well as those in the metropolitan area. If funding is awarded for this project, construction would likely begin in the spring of 2028.

Project Limits
The construction for a shared-use concrete pathway, ten feet wide, starting on the east side of Warson Road on Gateway Blvd. and extending west along Gateway Blvd. to Research Blvd. and then north along Research Blvd. to Baur Blvd.

Existing Conditions
This project continues from the planning efforts of the 39 North Greenway Plan and will provide the link between existing and planned shared-use paths for both regional and local bicycle/pedestrian routes.

Although there are sidewalks along portions of the bounding roadways (Warson, Olive, Old Olive Street Road, Lindbergh, and Baur), the 39N District does not have internal pedestrian infrastructure. Although the Danforth Plant Science Center campus supports a vibrant cycling community, the 39N District does not have any designated bicycle infrastructure. The 39N Agtech Innovation District has continued to develop since its 2016 creation. Partnerships with the Danforth Plant Science Center (including its research greenhouses), BRDG park, Bayer and graduates from the Helix Center Biotech Incubator such as Benson Hill have only increased the need to interact throughout the District and physically connect assets. Currently, the only way to travel between the Danforth/BRDG or Bayer campuses and facilities along Corporate Square, Gateway Blvd, and Research Blvd is by vehicle. There is a great desire to improve walkability/bikability within the District.

Proposed Improvements
Work includes construction of a new 10' wide shared-use concrete pathway, a new fully signalized intersection at Warson and Gateway, high-visibility crosswalks, associated work and to acquire the right of way and easements necessary for such improvements.

The segment for this grant application will be part of the Centennial Greenway connecting the existing path in Warson Park to Baur Blvd. at Research Blvd. This grant application does not include the crossing (either at grade and/or a new bridge) at Highway 67 (Lindbergh Blvd.).

The 0.5 mile of proposed 10-ft wide shared-use path in this application will connect trail users and business/industrial park workers to Warson Park, the regional Centennial Greenway, some of the partnering facilities of the innovation district and with some local retail, restaurants, entertainment and additional residential areas.

Project Cost Estimate and Grant Discussion

The City and the Great Rivers Greenway District (the District) will cooperate in design, construction and maintenance of the shared-use path to be developed as part of this grant application. The City will be responsible for ordinary operations and maintenance of the shared-use path proposed in this grant application (does not include any bridge over Highway 67) once construction has been completed and accepted by the City.

The District estimates that the construction of the project will cost approximately $3,200,000. Costs for the design, acquisition of easements and right of way, and associated work will be borne by the District. This cost estimate is broken down according to the project phases below.

Project Stage	Fiscal Year	Total Cost	Federal Funding	District (GRG) Funding	City Funding
Application Fee	FY 2024	$ 12,800	$ 0	$ 0	$ 12,800
Design	FY 2025	*	$ 0	**	$ 0
Right of Way	FY 2025	*	$ 0	**	$ 0
Construction	FY 2027	$ 3,200,000	$ 2,560,000	$ 640,000	$ 0

* estimated costs not determined at this time.

** costs paid by the District

The City shall submit the CMAQ application along with a refundable deposit of $12,800 (the application fee) to East-West Gateway. In the event that CMAQ grant funds are not awarded, East-West Gateway shall refund the application fee to the City.

Applications for CMAQ funding are due February 8, 2024, and the preliminary indication of a successful application is typically received by summer of 2024.

Recommendation

Public Works staff recommends that the City pursue federal grant assistance through the Congestion Mitigation and Air Quality Program (CMAQ) and submit a grant application and application fee as detailed above.

RESOLUTION NO. 1704

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, APPROVING THE "ON-CALL PROFESSIONAL SERVICE LIST" FOR POSSIBLE FUTURE AWARD OF PROFESSIONAL SERVICE CONTRACTS IN FOUR CATEGORIES FOR A TERM OF THREE (3) YEARS, STARTING FEBRUARY 1, 2024.

WHEREAS, the City Council deems it prudent to secure professional engineering services on future projects in the City, and

WHEREAS, the City Council recognizes the benefit to the community in securing engineering services on future City projects by utilizing a prequalified "On-Call Professional Service List",

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

The "On-Call Professional Service List" included in the Staff Memo dated Jan 17, 2024 attached hereto as **Exhibit A** is hereby approved and 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 for a period of three years, starting February 1, 2024.

ADOPTED THIS 22ND DAY OF JANUARY, 2024.

_____
DR. ROBERT HOFFMAN
MAYOR

ATTEST:

_____
KELLIE HENKE
CITY CLERK

DEPARTMENT OF PUBLIC WORKS
STAFF MEMORANDUM

DATE: January 17, 2024

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works

FROM: Steven Berecz, P.E., City Engineer

SUBJECT: Recommendation of Award for On-Call Professional Engineering Service List in Various Categories

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On November 30, 2023, City staff issued a public RFQ seeking proposals from qualified professional service firms for engineering and professional related services throughout the City, with the intent being to pre-qualify and select professional service providers in each of the following categories:

1. Stormwater Engineering Design Services
2. Transportation Design Services & Land Surveying
3. Construction Inspection
4. Park Improvement Projects
5. Emergency Response

Approximately forty (40) firms were in receipt of the RFQ which the City issued on November 30, 2023 (PDF of RFQ is attached). Professional service providers could submit on one, two, three, four or all five categories listed above. Qualifications were due by 1:00 pm on January 9, 2024. The City received qualifications from twenty-five (25) firms, with a total of sixty-six (66) submissions combined between all five categories.

With the recently approved Parks and Stormwater tax, staff anticipates the need to hire a larger number of professional consultants on a yearly basis than it has historically done in the past. Staff believes that having a prequalified On-Call list is a prudent method to secure professional engineering services on future projects in the City. The main reasons staff believes this are:

- This will streamline the process of the City hiring consultants to complete engineering design, surveying and inspection work on future projects.
- It will allow staff to move projects forward into design quicker and ultimately into construction in a timely and efficient manner.
- It will allow for better allocation and more productive use of City staff time.

- It will allow staff to schedule projects and complete designs in a more coordinated way to meet CIP funding levels on yearly basis.
- Ultimately it should provide more flexibility to Staff to ensure that projects are designed on schedule, within budget and ultimately construction occurring in the year as initially planned.

If approved by the City Council, staff anticipates utilization of the On-Call professional services list to begin in February of 2024. City staff will endeavor to distribute the work for the On-Call List in an equitable manner considering the type, scope and needs of a project and the particular experience and qualifications of the firms on the On-Call List.

Staff recommends that the term of the prequalified "**On-Call Professional Service List"** for award of possible contracts be three (3) years, with an anticipated start in February of 2024.

When an opportunity for a project comes up, staff will contact one or two of the firms on the "**On-Call Professional Service List"** and solicit a proposal(s) for the required work scope. There is no guarantee on the number of projects in any given year. Consultants on the "**On-Call Professional Service List"** will be asked to attend a scoping meeting with City staff to develop a scope and fee for the required professional services for a specific project(s). If the scope and fee for the required professional services is found to be fair and reasonable by Public Works staff, then an agreement would be prepared and such agreement would be presented to City Council for consideration and for a possible award of such contract(s).

RFQ Results
City staff evaluated all submissions based upon the follow criteria:

1. Experience and Organization of Proposed Team 20 points
2. Project Management Approach 10 points
3. Technical Background of Key Individuals on the Team 10 points
4. Specialized Experience and Technical Competence 20 points
5. Past Record of Performance (e.g. costs, quality, punctuality) 30 points
6. Firm's Proximity to Creve Coeur and Familiarity with Sites 10 points

Given the number and overall quality, responsiveness and thoroughness of the responses, City staff elected not to conduct interviews with any of the proposers.

City staff recommends the following firms be on the prequalified "**On-Call Professional Service List"** (in alphabetical order) {* after a firm indicates such firm being either a Disadvantaged Business Enterprise (DBE), Women Owned Business (WBE), and/or Minority Business Enterprise (MBE)}

<u>Category 1: Stormwater Engineering Design Services</u>

- Bax Engineering Company
- EDM Incorporated
- EFK Moen, LLC *

- Hart Engineering, LLC *
- Intuition & Logic Engineering, Inc.
- M3 Engineering Group P.C. *
- Reitz & Jens, Inc.
- TREKK Design Group, LLC *

Category 2: Transportation Design Services & Land Surveying

- CBB Transportation Engineers
- Civil Design, Inc.
- Cochran Engineering
- Frontenac Engineering Group, Inc.
- Horner & Shifrin
- Lochmueller Group, Inc.
- Olsson
- TREKK Design Group *
- Thouvenot, Wade & Moerchen, Inc.

Category 3: Construction Inspection

- CBB Transportation Engineers
- Cochran Engineering
- EFK Moen, LLC *
- Frontenac Engineering Group, Inc.
- George Butler Associates
- Horner & Shifrin
- Intuition & Logic Engineering, Inc.
- M3 Engineering Group P.C. *

Category 4: Park Improvement Projects

- Civil Design, Inc.
- Horner & Shifrin
- Olsson
- TREKK Design Group *
- Thouvenot, Wade & Moerchen, Inc.

Category 5: Emergency Response

- No firms selected in this category

Recommendation

Public Works staff recommends that the City Council approve the prequalified **"On-Call Professional Service List"** as presented above for three (3) years, with an anticipated start in February of 2024.

Attachments:

- Exhibit A – Request for Qualifications – On-Call Engineering Services, issued on November 30, 2023

EXHIBIT A

REQUEST FOR QUALIFICATIONS
ON-CALL ENGINEERING SERVICES

CITY OF CREVE COEUR, MISSOURI

QUALIFICATIONS DUE: 1:00 P.M., TUESDAY, JANUARY 9, 2024

The City of Creve Coeur seeks proposals from qualified professional service firms for services throughout the City of Creve Coeur.

Description of Projects:

City of Creve Coeur anticipates a need for professional engineering services for a variety of City projects. These projects comprise a wide range of scopes from new design and construction to major and minor infrastructure repair or improvements. These projects are spread over the entire City geographic limits. The City intends to procure these services on an as-needed and as-requested basis. It is anticipated that individual contracts will be approved by the City Council.

Scope of Services:

In accordance with the circumstances described above, the City seeks to pre-qualify and select professional service providers in each of the following categories/disciplines:

1. Stormwater Engineering Design Services
2. Transportation Design Services & Land Surveying
3. Construction Inspection
4. Park Improvement Projects
5. Emergency Response

Professional service providers can submit for one, two, three, four or all five categories listed above. The professional services that the City seeks will be in one or more of the following described areas.

1. Stormwater Engineering Design Services

   Stormwater engineering design services will be needed for various types of projects that may be required by the City. Types of anticipated projects for this term of service include but are not limited to:
   - Planning, design and repair of local/City stormwater facilities.
   - Planning and design of local/City drainage improvement projects.
   - Topographic, boundary and easement work to support designs.
   - Review of stormwater management of private development projects.

- Periodic field site visits during construction and/or construction administration assistance throughout construction as deemed necessary by the City.
- Regulatory support, FEMA FIS study analysis and localized creative solutions. FEMA and NPDES support.
- Other similar types of projects.

2. Transportation Design Services & Land Surveying

Transportation Design Services and Land Surveying design services will be needed for various types of projects that may be required by the City. Types of anticipated projects for this term of service include but are not limited to:

- Design of roadways, public parking lots, sidewalks, trails, shared use paths, etc. using local, state or federal funding.
- Design of traffic signals, signal timing and coordination and similar projects.
- Review of traffic impact studies, traffic warrant studies or related of private development projects.
- Boundary Surveys - Boundary surveys shall meet or exceed the Missouri Minimum Standards for Property Boundary Surveys. (applicable to other categories)
- Topographic Surveys - Topographic surveys, in general, may include existing surface data, roadway geometrics, surface utility facilities, control monumentation, drainage facilities, trees, structures, pavement delineation, traffic control devices, waterways and other miscellaneous existing elements. (applicable to other categories)
- Right-of-Way Surveys - Right-of-Way surveys may include surveying project sites to determine existing and/or proposed right-of-way, setting monuments at right-of-way limits and preparing right-of-way descriptions and exhibits. (applicable to other categories)
- Easement Surveys including preparing easement legal descriptions and exhibits for permanent and temporary construction easements. (applicable to other categories)
- Construction Staking - Construction staking services shall include construction staking, preparation of staking notes, and/or cut sheets from project plans, and as-built surveys.
- Periodic field site visits during construction and/or construction administration assistance throughout construction as deemed necessary by the City.
- Identifying grants and/or federal/state funding opportunities. Assistance with preparation of grant applications which may include limited engineering analysis and conceptual planning.
- Stormwater design related to a proposed improvement project.

3. Construction Inspection

   Construction inspection services that might be needed for various types of projects that may be required by the City. Types of anticipated projects for this term of service include but are not limited to:
   - Providing a Resident Engineer on either a part time or full-time basis
   - Documentation of construction activities including daily reports, quantity measurements, communication with residents, monitoring of schedule and similar tasks.
   - Preparing of punch list items and project close out procedures.
   - Construction projects could be funded with local, state or federal money.

4. Park Improvement Projects

   Park Improvement design services that might be needed for various types of projects that may be required by the City. Types of anticipated projects for this term of service include but are not limited to:
   - Site design for rehabilitation of parks within the City. Design elements include, but not limited to splash pads, activity areas, playground areas, fall zone protection, bandshells, tennis courts, pickleball courts, playfield development, site lighting, parking lot design, storm sewer improvements and associated work.
   - Design of pedestrian and/or vehicular bridges.
   - Design of lake dredging projects, aerator improvement projects, pond improvements or similar project types.
   - Periodic field site visits during construction and/or construction administration assistance throughout construction as deemed necessary by the City.
   - Topographic, boundary and easement work necessary to support the designs.
   - Stormwater design related to a proposed improvement project.

5. Emergency Response

   Providing assistance to the City during disaster recovery efforts. Types of anticipated projects for this term of service include but are not limited to:
   - Coordination with FEMA and SEMA
   - Performing structural analysis and damage assessments.

Term of Services:

The City anticipates utilization of the On-Call consulting list to begin in March of 2024. The City goal in this procurement is the delivery of services by the selected firms in the most expeditious manner. The City will endeavor to distribute the work to the On-Call List in an equitable manner considering the type and needs of the project and the particular experience of the firms on the On-Call List. The City will not guarantee any amount of fees relating to work awarded to any firm on the On-Call List.

The term of the prequalified /approved On-Call List for award of possible contracts, will be three (3) years, with an anticipated start in March of 2024 and at the City's sole discretion may be extend for one (1) additional year.

City Contacts:

The City's Public Works Department is managing the RFQ process. All contact during the process is to be through the Public Works Department only. The evaluation phase of the RFQ process shall begin upon receipt of emailed submittals. Proposers shall not contact or lobby evaluators during the evaluation process. Attempts by a Proposer to contact evaluators may result in disqualification.

All questions regarding these specifications, terms and conditions are to be submitted in writing, via email only to:

Steven Berecz, PE
City Engineer / Assistant Director of Public Works
sberecz@crevecoeurmo.gov

Submittal Process / Requirements:

It is the responsibility of each proposer to be familiar with all of the specifications, terms and conditions of this RFQ. By the submission of qualifications, Proposer certifies that if awarded a contract, they will make no claim against the City based upon ignorance of conditions or misunderstanding of the specifications.

1. The City will accept PDF responses via email only (paper submittals will not be accepted). Each proposer shall provide one PDF of their qualifications for each category submitting on. Please email your firm's or team's qualifications statement to:

Steve Berecz, City Engineer / Asst. Director of Public Works
City of Creve Coeur
300 N. New Ballas Road
Creve Coeur, MO 63141
sberecz@crevecoeurmo.gov

2. By submission of its submittal, Proposer agrees and acknowledges all RFQ specifications, terms and conditions and affirms ability to perform.
3. All costs required to prepare the preparation and submission of a submittal shall be borne by Proposer.
4. Only one submittal response per discipline/category will be accepted from any one person, partnership, corporation, or other entity per service to be provided.
5. All information in the submittal responses will be held as confidential until such time as the City Evaluation Committee have completed their evaluations. Proposers will receive emailed qualified/non-qualified notification(s), which will include the names of the Proposers deemed qualified and placed on the On-Call List.

Submittal Format:

1. Submittal responses must have a "cover letter" on a letterhead signed by all persons required under the applicable organizational documents in order to bind the Proposer on the submittal response. The cover letter may contain general information about the firm that applies to all disciplines the firm submits for. A cover letter shall be provided for each category.
2. Submittals shall contain only material directly related to response to requirements, not general marketing material. Information in the Submittal responses are to be straightforward, clear, concise and specific to the information requested. PDF or similar format shall be used.
3. For firms submitting for multiple disciplines, each discipline should be clearly separated/identified from other disciplines.
4. **A separate PDF shall be submitted for each discipline/category that a proposer is submitting on. Title of each PDF should utilize a key word or words for each category.**

Submittal Contents:

Submittal response shall include the following information:

1. Organization
    a. Describe the background of key team members. Indicate the composition and number of staff, facilities available and experience of your firm/team as it relates to this open-ended scope of work.
    b. Provide a summary of the roles of key individuals on the team. Summarize public sector experience for the general Scope of Work as well as the length of employment with proposing firm. Key members, especially the Project Manager, shall have significant demonstrated experience with the type of projects listed above, and should be committed to stay with the team for the duration of the term of service.
    c. Provide project references as applicable in each category submitting on.

2. Schedule of Work
    a. Describe your scheduling methodology and approach to schedule management along with your success at being on time and under budget.
    b. Describe your team's availability for assignment over the contract period.

Evaluation Criteria:

Completeness Review: The City will perform a preliminary completeness review to identify any patently defective or non-responsive submittals. Submittals not meeting the requirements of the RFQ will receive lower ratings. The City reserves the right to take action consistent with the requirements of this document including without limitation, requesting additional information. After receipt and opening of any submittal (and any additional requested information) the City may waive any inconsequential submittal defects.

The evaluation of the submittals will be performed by City staff. All contact during this evaluation and selection process shall be through the City Contact Person only. Proposers shall neither contact nor lobby other City consultants, other City staff or officials, members of the City Evaluation Committee Process or members of the City Interview Panel during the evaluation process. Attempts by a Proposer to contact and/or influence these persons may result in disqualification of Proposer. Routine and legitimate inquiries should go through the City Contact Person.

The City will a qualifications-based procedures to select proposer(s) for each service disciple/category. Applicants/proposers will be evaluated based upon the following criteria:

1. Experience and Organization of Proposed Team..... 20 points
2. Project Management Approach..... 10 points
3. Technical Background of Key Individuals on the Team ..... 10 points
4. Specialized Experience and Technical Competence ..... 20 points
5. Past Record of Performance (e.g. control of costs, quality, punctuality)..... 30 points
6. Firm's Proximity to Creve Coeur and Familiarity with the Project Sites..... 10 points

The City may, at is sole option, conduct interviews or not as part of the selection process.

Notice of Award:

At the conclusion of the RFQ response evaluation process, all Proposers will be notified in writing of the pre-qualification (On-Call) status award recommendation. The notification document will provide the following information:

- The names of the proposers being recommended for the On-Call Service List in each category.
- The names of all the proposers in alphabetical order

Award:

1. The City will recommend award to the proposers who, in its opinion, have provided submittals that best serve the overall interests of the City and attain the highest overall point scores.
2. The City reserves the right to reject any or all responses that materially differ from any terms contained herein in form and attached hereto and to waive informalities and minor irregularities in responses received.
3. The City reserves the right to award multiple proposers.
4. The City has the right to decline award of a contract for any reason.
5. The RFQ specifications, terms, conditions, RFQ Addenda and Proposer's submittal, may be incorporated into and made a part of the contract that may be awarded as a result of this RFQ.

Anticipated Method of Contracting for Projects:

When an opportunity for a project comes up, the City will contact one of the firms on the On-Call Service List and solicit a proposal for the work scope. There is no guarantee on the number of projects in any given year. Consultants on the On-Call List will be asked to attend a scoping meeting with City staff to develop a scope and fee for professional services for specific projects. If the scope and fee for professional services is found to be fair and reasonable by Public Works staff, then an agreement will be prepared and will be considered at a City Council meeting for award.

RESOLUTION NO. 1705

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE EXECUTION OF A CONTRACT WITH MISSOURI MACHINERY & ENGINEERING FOR THE GOLF COURSE POND AERATION PROJECT FOR THE NOT-TO-EXCEED CONTRACT SUM OF $ 69,034.00.

WHEREAS, the existing aeration system at Pond 5 at the Creve Coeur Golf Course is not functioning reliably or adequately. As a result, unpleasant orders from the pond distract golfers;

WHEREAS, the City strives to keep public facilities in good repair;

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

WHEREAS, Missouri Machinery & Engineering has provided the lowest qualified bid for the project; and;

WHEREAS, Missouri Machinery & Engineering has provided a list of references and has experience with both electrical and fountain work.

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

Section 1. The City-Contractor Agreement between **Missouri Machinery & Engineering** and the City, attached hereto as "Exhibit A," with a **not-to-exceed contract sum of $ 69,034.00**, is hereby approved, and the City Administrator is hereby authorized and directed to enter into and execute that Agreement. The Agreement as executed shall be 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 Agreement.

ADOPTED THIS 22ND DAY OF JANUARY, 2024.

_____
DR. ROBERT HOFFMAN
MAYOR

ATTEST:

_____
KELLIE HENKE
CITY CLERK

Exhibit A

CITY-CONTRACTOR AGREEMENT

This is an Agreement made and entered into the ____ day of_____, 2024, by and between the City of Creve Coeur, Missouri (hereinafter called the "City") and, Missouri Machinery & Engineering -- Hydro Dramatics Division, with offices at 4981 Fyler Avenue, St. Louis, Missouri (hereinafter called the "Contractor"). The project is identified as the **Creve Coeur Golf Course Pond Aeration Project** (hereinafter called the "Work" or the "Project").

WITNESSETH:

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

ARTICLE I
The Contract Documents

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

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

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

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

ARTICLE II
Scope of Work

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

ARTICLE III
Time of Completion

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

The Work to be performed under the Contract shall commence within **fifteen (15) calendar days** of the date of the written Notice to Proceed as issued by the City. The Notice to Proceed will be issued **Thursday, February 15, 2024.** All work including restoration should be completed by **Monday, April 15, 2024**.

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

ARTICLE IV

The Contract Sum and Payments

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

The Contract Sum for this Work shall be Sixty-Nine Thousand and Thirty-Four Dollars and Zero Cents ($69,034.00). The Contract unit prices and Contract item quantities are listed in Table 1 of this Agreement. These unit prices and item quantities form the basis of the not-to-exceed Contract Sum, as described above and as illustrated in Table 1 of this Agreement. All payments for the Work shall be based upon the Contract unit costs listed in Table 1.

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

(1) On or about the tenth day of each following month, ninety percent (90%) [95% if Contract Sum exceeds $50,000] of the value of the portion of the Work that has been completed and accepted to date, less the aggregate of all previous progress payments;

(2) Upon completion of the Work, the Contractor and the City shall execute a final Modification to this Agreement to reconcile the quantity of each completed and accepted Contract item with the estimated quantity of that item included in Table 1 and adjusted through subsequent Modification(s), if any, made in compliance with Article VI of this Agreement; and

(3) Final payment shall be made within thirty (30) days after the Work is fully completed and accepted by the City and the Contract fully performed.

ARTICLE V

Performance of the Work

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

(1) A Construction Schedule for the Work in bar-chart format, which shall indicate the target dates for starting and completing the various stages of the Work on a street-by-street basis, and which shall comply with the times set forth in Article III.

(2) A Traffic Control Plan indicating the location of all proposed signage and parking lot area closures requested for the Work and which adequately address and maintain the pedestrian and vehicular traffic during the Work. All traffic control shall be according to the standards of the Manual on Uniform Traffic Control Devices (MUTCD) developed by the Federal Highway Administration, as referenced in Article I of this Agreement.

(3) Proof of compliance with all insurance requirements, acceptable to the City.

(4) All required bonds.

(5) Any missing bid documents.

(b) The Notice to Proceed shall be issued on **Thursday, February 15, 2024,** award of the contract or submittal to and approval by the City of the foregoing required documents, whichever is later. Undue delay in submitting such required documents shall be grounds for termination of the contract by the City upon three (3) days advance written notice.

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

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

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

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

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

ARTICLE VI

Delays Beyond Contractor's Control

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

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

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

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

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

ARTICLE VII
Changes in the Work

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

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

ARTICLE VIII
Termination of the City-Contractor Agreement

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

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

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

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

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

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

ARTICLE IX

Contractor's Liability Insurance

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

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

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

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

(b) Comprehensive General Liability and Bodily Injury

Including Death:	$1,000,000 each person
	$1,000,000 each occurrence
Property Damage:	$1,000,000 each occurrence
	$1,000,000 aggregate

(c) Comprehensive Automobile Liability, Bodily Injury

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

Property Damage: $1,000,000 each accident

(d) Owner's Protective Bodily Injury

Including Death: $1,000,000 each person

$1,000,000 each occurrence

Property Damage: $1,000,000 each occurrence

$1,000,000 aggregate

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

ARTICLE X

Equal Opportunity and Non-Discrimination

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

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

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

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

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

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

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

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

ARTICLE XI
Conflicts of Interest

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

ARTICLE XII
The Work

The Contractor shall furnish all labor, materials, and equipment necessary to complete all services included in the Work. The scope of Work generally includes installing a new aeration system at the pond near Green 5; installing a new fountain and fountain control panel for the pond near Green 5; installing conduit from the existing utility transformer to the new control panel at Green 5; and replacing the rack for the load center. This work is more specifically described in the Job Special Provisions.

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

TABLE 1

SUMMARY OF CONTRACT QUANTITIES, CONTRACT UNIT PRICE, AND CONTRACT SUM

Item Number	Item	Unit	Contact Quantity	Contract Unit Price	Item Subtotal
1	Mobilization	LS	1	$12,429.00	$12,429.00
2	Aeration System	LS	1	$6,406.00	$6,406.00
3	Fountain	LS	1	$12,861.00	$12,861.00
4	Electrical Conduit and Wire	FT	350	$51.11	$17,889.00
5	Electrical Work other than Conduit and Wire	LS	1	$4,608.00	$4,608.00
6	Protection and Restoration of the Site	LS	1	$2,081.00	$2,081.00
7	Continuity Testing	LS	1	$1,316.00	$1,316.00
8	Rack for Load Center	LS	1	$6,444.00	$6,444.00
9	Utility Relocation Contingency Allowance	LS	1	$5,000	$5,000

Total Bid:	$69,034.00

CONTRACT SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

CITY OF CREVE COEUR

By _____
Mark C. Perkins, City Administrator

By _____
James H. Heines, Director of Public Works

(SEAL)

Attest: _____
City Clerk

Date: _____

CONTRACTOR

By _____
Signature

_____
Printed Name

_____
Title

(SEAL)

Attest: _____

Date: _____

Exhibit B

BID TABULATION

Creve Coeur Golf Course Pond Aeration

City of Creve Coeur, Missouri

11:00 a.m. on Tuesday, January 16, 2024

Item Number	Item	Unit	Contract Quantity	Missouri Machinery & Engineering		Ideal Landscape Construction, Inc.	
				Unit Bid Price	Item Subtotal	Unit Bid Price	Item Subtotal
1	Mobilization	LS	1	$ 12,429.00	$ 12,429.00	$ 9,700.00	$ 9,700.00
2	Aeration System	LS	1	$ 6,406.00	$ 6,406.00	$ 8,000.00	$ 8,000.00
3	Fountain	LS	1	$ 12,861.00	$ 12,861.00	$ 16,000.00	$ 16,000.00
4	Electrical Conduit and Wire*	LF	350	$ 51.11	$ 17,889.00	$ 53.00	$ 18,550.00
5	Electrical Work Other than Conduit and Wire	LS	1	$ 4,608.00	$ 4,608.00	$ 7,500.00	$ 7,500.00
6	Protection and Restoration of the Site	LS	1	$ 2,081.00	$ 2,081.00	$ 10,000.00	$ 10,000.00
7	Continuity Testing	LS	1	$ 1,316.00	$ 1,316.00	$ 1,400.00	$ 1,400.00
8	Rack for Load Center	LS	1	$ 6,444.00	$ 6,444.00	$ 6,600.00	$ 6,600.00
9	Utility Relocation Contingency Allowance	LS	1	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00

	Missouri Machinery & Engineering	Ideal Landscape Construction, Inc.
Total Bid:	**$ 69,034.00**	**$ 82,750.00**

DEPARTMENT OF PUBLIC WORKS
STAFF MEMORANDUM

DATE: January 18, 2023

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works
Steve Berecz, P.E., Assistant Director of Public Works and City Engineer

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

SUBJECT: Recommendation of Award – Construction Phase
Creve Coeur Golf Course Aeration Project

Public Works staff recommends entering into a contract with Missouri Machinery & Engineering Co – Hydro Dramatics Division for the construction phase of the Creve Coeur Golf Course Aeration Project.

Project Summary

A series of detention lakes flows north to south through the Creve Coeur Golf Course. The southern most lake near Green 5 has an existing aeration system that is frequently out-of-service. When the system is functioning, it is underperforming, and the pond is not sufficiently aerated. As a result, the pond often emits a powerful, offensive odors. The unpleasant smell of the pond distracts golfers and diminishes residents ability to enjoy the City's public golf course.

To improve both water quality and the experience of residents as they enjoy the golf course, a new aerator, fountain, control panel, and conduit will be installed.

On June 27, 2022, the City Council approved Resolution No. 1596 which authorized the execution of a design contract with HRGreen for engineering design services for this project as well as engineering design services for the project to improve the Dielmann Recreation Complex drainage. This fall, HRGreen completed the plan set and technical specifications for this project. No MSD permits were required.

Bids

The construction phase of the project was publicly advertised on the Drexel Technologies online plan room from December 1, 2023 until the bid opening on January 16, 2024.

City Staff informed local electrical contractors and aeration equipment supply companies that the project was out to bid.

For this project, two contactors submitted sealed, complete bids:

- Missouri Machinery & Engineering
- Ideal Landscape Construction, LLC

Bids were opened and publicly read at 11:00 a.m. local time on Tuesday, January 16, 2024 at the City of Creve Coeur Government Center. The following table summarizes the total bid amount for each of the opened bids plus the Engineer's Opinion of Probable Cost.

Name of bidder	Total bid amount
Missouri Machinery & Engineering	$69,034.00
Ideal Landscape Construction, LLC	$82,750.00
Engineer's Opinion of Probable Cost	$80,000.00

City Staff found that both bidders meet the criteria of being responsible bidders by appearing to be organized, equipped, and capable of performing the scope of work listed in bid documents.

Missouri Machinery & Engineering – Hydro Dramatics Division submitted the lowest bid. Missouri Machinery & Engineering is based in St. Louis Missouri and specializes in designing, installing, maintaining, and repairing fluid distribution systems.

City Staff contacted the references listed in the bid documents. Brookside Contracting responded and said they have worked with Hydro Dramatics for twenty-five years and offered high praise for Hydro Dramatics' work and professionalism.

In and around St. Louis County, Missouri Machinery & Engineering and their Fountain Division, Hydro Dramatics, are well-known and frequently used for this type of work.

Funding

Funding for the project will come from the Parks and Stormwater Fund specifically account 05-61-71-9509. In FY2024, the City's Capital Improvement Program (CIP) has $64,000 allocated for the Golf Course Pond Aeration construction phase. The lowest bid is about 8% higher than the budgeted amount and about 14% lower than the Engineer's Opinion of Probable Cost. City Staff believes the low bid is a reasonable cost for a project of this size and scope.

Recommendation

Public Works Staff recommends that the City Council authorize the execution of a contract for the construction of the Golf Course Aeration Project with Missouri Machinery & Engineering Co. for the not-to-exceed contact price of $69,034.00. Missouri Machinery & Engineering Co appears to be a responsible contractor with the lowest, responsive bid for the work.

Attachments: Exhibit A -- Missouri Machinery & Engineering Co City Contractor Agreement

Exhibit B -- Bid tabulation

RESOLUTION NO. 1706

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE EXECUTION OF A CONTRACT WITH MTI DISTRIBUTING FOR THE PURCHASE OF A 2017 TORO GROUNDSMASTER 4000 ROUGH MOWER FOR THE SUM OF $52,000.

WHEREAS, the Mayor and City Council of the City of Creve Coeur recognizes a need to provide quality equipment to city employees; and

WHEREAS, Staff has located a preowned mower that has low hours and will cost less than purchasing a new piece of equipment; 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. A Contract between MTI Distributing and the City for the purchase of a 2017 Toro Groundsmaster 4000 rough mower (model number XR-UE10809) for $52,000 is hereby approved. The contract as executed shall be consistent with the provisions and intent of this Resolution with such changes as are 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 Contract.

Section 2. This Resolution shall take effect upon approval.

ADOPTED THIS 22ND DAY OF JANUARY, 2024.

_____
DR. ROBERT HOFFMAN
MAYOR

ATTEST:

_____
KELLIE HENKE
CITY CLERK

CITY OF CREVE COEUR

MEMORANDUM

Date: January 16, 2024
To: Mark Perkins, City Administrator
From: Jason Valvero, Director of Recreation
CC: Cory Gettemeier, Golf Superintendent
Subject: Rough Mower

The golf maintenance staff has obtained pricing for the purchase of a new or preowned rough mower. Due to high prices and very long lead times for new equipment, it makes sense to look at preowned units at this time. Most of the past purchases for golf equipment have been preowned.

The current rough mower is a 2010 Toro with 5,018 operating hours. It was purchased preowned in 2013. The machine is used to mow approximately 25 acres of rough height turf one to two times per week during the growing season. The mower is nearing the end of its useful life and becoming too costly to maintain as the sole rough mower in the maintenance fleet, with annual costs of approximately $2,000 per year. The mower was listed as needing to be replaced in 2018 according to the *Analysis of Golf Course Existing Conditions for Needs Assessment* by Mike Vogt in 2015.

The new Toro machine will be the primary mower for all rough height turf areas on the golf course. The current machine will be kept in inventory which will allow more than one staff member to cut the rough when needed during the growing season and after heavy rains. If one of the mowers goes down for any reason, there will be one mower available to use while repairs can be performed on the downed mower. Anticipated annual maintenance cost for the preowned unit for the first five years is expected to be $300 per year.

The current mower averages 368 hours per year, over the past 10 years. Less hours will be put on the current mower and eventually that mower could be used as a trade-in for other mowing equipment in the future. New and preowned pricing is below for the purchase of the Toro unit.

Company	Year	Hours	Price
MTI Distributing	2024	0	$87,269
Professional Turf Products	2021	1,100	$71,000
MTI Distributing	2017	1,495	$52,000

Staff's recommendation is to enter into an agreement with MTI Distributing for the purchase of the 2017 Toro mower in the amount of $52,000. A total of $55,000 has been earmarked for the purchase in the CIP equipment fund.

MTI Distributing
Equipment Quote
January 15, 2024

City of Creve Coeur

Quote Expiration Date: 2/14/2024

Qty	Model Number	Description	Quote Price Each	Quote Price Extended
1	XR-UE10809	Preowned 2017 Toro Groundsmaster 4000 with 1 year of Platinum Protection Plus 1,495 Hours	$52,000.00	$52,000.00
			Subtotal	$52,000.00
			Sales Tax Exempt	$0.00
			Total	**$52,000.00**

Quote validity: As a result of supply chain disruptions effecting availability and pricing, the pricing above cannot be guaranteed. Should you commit to a non-binding purchase commitment, a firm quote including finance rates will be provided when product becomes available.

Quote is valid for 30 days; pending product availability
Net 30 Terms with qualified credit
Equipment delivery and set-up at no additional charge
All commercial products purchased by a credit card will be subject to a 2.5% service fee.
Thank you for the opportunity to submit this quote. If you have any questions, please do not hesitate in contacting us.

Eric Bickel
Commercial Sales Manager
314-750-7347

Scott Esterby
Inside Sales Rep
763-592-5641

MTI Distributing, Inc. • 8901 Springdale Ave • Berkeley, MO 63134

I commit to the purchase as detailed on quote above. I reserve the right to opt out of intended purchase at any time prior to scheduled delivery. I understand that the quoted pricing above is not guaranteed and that I will be provided a new proposal when product becomes available.

Name:

Signature:

Date:

Professional Turf Products, L.P.
10935 Eicher Dr.
Lenexa, Kansas 66219
Mark Newton, CGCS
(913) 449-8238
newtonm@proturf.com

Ship To	Creve Coeur Golf Course, City of Creve Coeur	Date:	1/16/2024
Bill To		Tax Rate	
Contact	Cory Gettemeier	Destination	Not Included
Address	11400 Olde Cabin Road Creve Coeur, MO 63141	Trade-In Finance	
Phone		Account Type	STD
Email		QMS: ID	PreOwned Equipment
Comments:	Proposal for pre-owned equipment from Professional Turf Products sold in 'As-Is' refurbished condition without warranty, does not include shipping/delivery.		

Proposal

Qty	Model #	Description		Selling Price
1	TAG-254-TBD	Refurbished 2021 GroundsMaster 4000-D Model #30609 w/1100 hours **Pre-Owed GM4000**	$	71,000.00

SubTotal	$	71,000.00
Destination		Not Included
Tax (Estimated)	$	-
TOTAL	$	71,000.00

Comments:

For all New Equipment, Demo units may be available for up to 20% savings.
For all New Equipment, Refurbished units may be available for up to 40% savings.
Due to unexpected issues with much of our supply chain, we are experiencing longer lead times than we have seen in the past. We are doing everything we can to get products to you as quickly as possible.

Terms & Conditions:
1. Prices & Finance Rates are subject to change at any time. Monthly Payments are Estimates based on Prices & Rates when quoted.
2. Due to the volatility of inflation, rising transportation costs, and supply shortages, some orders may incur additional cost increases that are beyond the control of PTP and the vendors we represent. These pricing adjustments may be made from the time the order is entered through equipment delivery. Any adjustments will be communicated to customers with orders in the system with a new sale price as they occur.
3. Order cancellations are subject to fees up to 10% of the original order value.
4. Equipment delivery time is estimated once credit is approved & documents are executed & is contingent on Manufacturer availability.
5. Payments by Credit Card are subject to convenience fee.
6. Used and Demo equipment is in high demand and availability is subject to change.
   A. Upon firm customer commitment to purchase & credit is approved, said equipment availability will be determined.
   B. In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable substitute.
   C. PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.
7. "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been made.

Returns Policy:
1. All returns & Canceled PO's are subject to restocking, refurbishing, usage, and shipping fees.
2. All returns must be able to be sold as new.
3. Items missing parts are non returnable.

Payment:
1. Terms are net 10 unless prior arrangements have been made.
2. Quoted prices are subject to credit approval.
   A. PTP will work with third party financial institutions to secure leases when requested to do so.
   B. When using third party financiers, documentation fees & advance payments may be required.
   C. For convenience, monthly payments are estimated based on third party rate factors in effect at time of the quotation.
   D. PTP assumes no liability in the event credit becomes unavailable or rates change during the approval process.
3. There will be a service charge equal to 1.5% per month (18% per annum) on all past due invoices.
4. By Law we are required to file a "Notice to Owner" of our intent to file lien in the event of payment default. This notice must be sent within 60 days days of the date the original invoice and will happen automatically regardless of any special payment arrangements that may have been made.

Authorized Signature: _____ Date: _____

MTI Distributing
Equipment Quote
January 12, 2024

Creve Coeur GC
Cory Gettemeier

Quote Expiration Date: 2/11/2024

Sourcewell Contract 031121-TTC

Qty	Model Number	Description	Sourcewell Price Each	Sourcewell Price Extended
1	**30609**	**Toro Groundsmaster 4000-D (T4)**	$87,269.52	$87,269.52
1	31522	4WD Flow Divider Kit	$519.48	$519.48
1	44967	MVP Kit 1000 Hour (PX Hydraulic Fluid - September 12, 2018 And Up)	$385.25	$385.25
		Sourcewell Member #69622	Subtotal	$88,174.25
			Sales Tax Exempt	$0.00
			Total	**$88,174.25**

Quote validity: As a result of supply chain disruptions effecting availability and pricing, the pricing above cannot be guaranteed. Should you commit to a non-binding purchase commitment, a firm quote including finance rates will be provided when product becomes available.

Quote is valid for 30 days; pending product availability
Net 30 Terms with qualified credit
New Toro commercial equipment comes with a two-year manufacturer warranty
Equipment delivery and set-up at no additional charge
All commercial products purchased by a credit card will be subject to a 2.5% service fee.
Thank you for the opportunity to submit this quote. If you have any questions, please do not hesitate in contacting us.

Eric Bickel
Commercial Sales Manager
314-750-7347

Scott Esterby
Inside Sales Rep
763-592-5641

MTI Distributing, Inc. • 8901 Springdale Ave • Berkeley, MO 63134

I commit to the purchase as detailed on quote above. I reserve the right to opt out of intended purchase at any time prior to scheduled delivery. I understand that the quoted pricing above is not guaranteed and that I will be provided a new proposal when product becomes available.

Name:

Signature:

Date:

MINUTES OF A MEETING
OF THE NOMINATING COMMITTEE
MONDAY, JANUARY 8, 2024
6:45 P.M.

A meeting of the Nominating Committee was held in the Mayor's Conference Room, 300 North New Ballas Rd, City of Creve Coeur Government Center, Creve Coeur, MO 63141 on Monday, January 8, 2024 at 6:45 p.m.

Mayor Hoffman called the meeting to order to consider appointments to the Parks and Historic Preservation Committee and the Personnel Appeals Board and removal of a member from the Parks & Historic Preservation Committee pursuant to the requirements of Section 4.4(i) of the Creve Coeur City Charter.

PARKS & HISTORIC COMMITTEE

The Nominating Committee consisted of:

Mayor Hoffman
Council President Greer
Chair Ralph Merola

Also Present: Director of Recreation Jason Valvero

Mayor Hoffman stated one application was received from Joel Goldberg and Mr. Valvero provided a background of the applicant

Council President Greer made a motion, seconded by Chair Merola to appoint Joel Goldberg to fill the unexpired term on the Parks & Historic Preservation Committee which will expire June 30, 2025 the vote upon such motion being as follows, to-wit:

Chair Merola- Aye
Council President Greer – Aye
Mayor Hoffman – Aye

The vote on the motion being 3 ayes and 0 nays, motion carried.

Council President Greer made a motion, seconded by Chair Merola, to remove committee member Laura Kleffner from the Parks & Historic Preservation Committee due to limited meeting attendance, the vote upon such motion being as follows, to wit:

Chair Merola-Aye
Council President Greer- Aye
Mayor Hoffman- Aye

The vote on the motion being 3 ayes and 0 nays, motion carried.

MINUTES OF A MEETING
OF THE NOMINATING COMMITTEE
MONDAY, JANUARY 8, 2024
6:45 P.M.

PERSONNEL APPEALS COMMITTEE

The Nominating Committee consisted of:

Mayor Hoffman
Council President Greer

Council President Greer moved, seconded by Mayor Hoffman to appoint Verona Bowers as a Full Time Committee Member on the Personnel Appeals Committee for a three-year term which expires June 30, 2027, the vote upon such motion being as follows, to-wit:

Council President Greer- Aye
Mayor Hoffman- Aye

The vote on the motion being 2 ayes and 0 nays, motion carried.

The Nominating Committee meeting adjourned at 6:47 p.m.

Nicole Greer
City Council President

Dr. Robert Hoffman
Mayor

Attest:

Kellie Henke
City Clerk

MAYOR			
Municipality	**Per Month**	**Annual**	
Brentwood	$ 1,200.00	$ 14,400.00	
Maryland Heights	$ 1,200.00	$ 14,400.00	
Des Peres	$ 1,083.00	$13,000.00	
Chesterfield	$ 1,000.00	$ 12,000.00	
Richmond Heights	$ 980.00	$ 11,760.00	
Ballwin	$ 900.00	$ 10,800.00	
Clayton	$ 750.00	$ 9,000.00	
Creve Coeur	**$ 600.00**	**$ 7,200.00**	
Town and Country	$ 500.00	$ 6,000.00	
University City	$ 400.00	$ 4,800.00	
Olivette	$ 300.00	$ 3,600.00	
Webster Groves	$ 62.50	$ 750.00	
Frontenac	$ -	$ -	
	$ 690.42	$ 8,285.38	avg

CITY COUNCIL			
Municipality	**Per Month**	**Annual**	
Brentwood	$ 600.00	$ 7,200.00	
Maryland Heights	$ 600.00	$ 7,200.00	
Des Peres	$ 575.00	$ 6,900.00	
Chesterfield	$ 500.00	$ 6,000.00	
Richmond Heights	$ 480.00	$ 5,760.00	
Ballwin	$ 450.00	$ 5,400.00	
Town and Country	$ 420.00	$ 5,040.00	
Creve Coeur	**$ 400.00**	**$ 4,800.00**	
Clayton	$ 300.00	$ 3,600.00	
Olivette	$ 300.00	$ 3,600.00	
University City	$ 200.00	$ 2,400.00	
Webster Groves	$ 50.00	$ 600.00	
Frontenac	$ -	$ -	
	$ 375.00	$ 4,500.00	avg

MEMORANDUM

DATE: January 17, 2024

TO: Mark Perkins, City Administrator

FROM: Lori Obermoeller, Director of Finance

SUBJECT: Second Quarter FY 2024 Financial Analysis

Attached is the financial report for the General Fund, the Municipal Enterprise Fund, the Capital Fund, the Park & Stormwater Fund, the Sewer Lateral Fund and the Public Safety Fund for the 2nd quarter of FY 2024. Some of the fluctuations in both revenues and expenditures worth discussion are as follows:

1. **General Fund**
   a. Revenues
   Overall, revenues for FY 2024 are $1,051,505 less than revenues for the same time period in FY 2023, due to substantial one-time revenues received last year. Below are some of the revenue sources that are worth mentioning:
   - Sales Tax up $71,367 from FY 2023.
   - Utility Taxes are $242,516 more than FY 2023 with all utilities being up except video service provider fees being down $7,391.
   - Licenses & Permits are $157,216 more than last year.
   - Interest Revenue is up $174,464.
   - Other Revenues are down $1,833,026 due to receiving ARPA Funds in FY 2023.

   b. Expenditures
   Expenditures for the General Fund are $68,993 more than the same time period in FY 2023. Salaries increased an average of 6% on July 1. However, this increase in salaries is offset by the decrease in pension costs as a result of no pension payment made to the Legacy Plan in July since we are closing the Plan and moving the active employees, retirees and vested participants to LAGERS.

Revenues are down from the previous year due to ARPA Funds received in FY 2023. All are within budgeted expectations.

We budgeted a deficit of $495,375 mainly as a result of the ARPA Funds being transferred out of the General Fund to cover Capital Improvement costs. Without this transfer out of $2M, we would be budgeting a surplus.

2. **Municipal Enterprise Fund**
   a. Revenues
      Overall, Revenues for the Enterprise Fund are up $103,239 more than what was received for the second quarter of FY 2023. Golf revenues are up $70,784 and Ice revenues are $30,652 more than last year.

   b. Expenditures
      Expenditures are $69,719 more than last year due to an increase in salaries, an extra pay period in FY 2024 as a result of moving to bi-weekly (timing issue), and an increase in property insurance.

We have budgeted a surplus of $71,760 for FY 2024, and we are currently at a surplus of $37,302.

3. **Capital Fund**
   a. Revenues
      At this time, revenues for the Capital Fund are up $167,579 from last year due to $56,374 from a MODOT Grant for Design Services for Lindbergh/Old Olive and $45,218 for a Refund for the Olive Lindbergh Bridge.

   b. Expenditures
      Expenditures are $433,329 more than last year at this time mainly due to the concrete program not happening in the fall of FY 2023 (the bid was too high). Then it was re-bid and awarded in the spring of FY 2023. However, the project was delayed until FY 2024, so the budget was carried over to FY 2024 and the expenditures are now in FY 2024.

      In addition to the street projects, the 2-ton dump truck ($123,042) and the fuel delivery system ($30,408) budgeted in FY 2023 were delayed until FY 2024, so those amounts were also re-budgeted to FY 2024 and the expenditures are showing up in this quarter.

Overall, the Capital Fund is within budget for FY 2024.

4. **Parks & Stormwater Fund**
   a. Revenues
      Revenues for the parks and stormwater fund is $55,101 more than last year with sales tax being up $22,671 and the rest due to interest revenue.

   b. Expenditures
      Expenditures are $923,574 more than last year at this time mainly due to the Millennium Park Project (909,957) starting in September 2023. However, two other big projects in FY 2024 are completion of the Watershed Management Plan ($102,287) and the Alden Lane Stormwater Project ($94,459).

Overall, the Parks & Stormwater Fund is within budget for FY 2024.

5. **Sewer Lateral Fund**
   c. Revenues
      Sewer Lateral Revenue is up $7,649 due to timing of the revenue coming in.

   d. Expenditures
      Expenditures are $41,849 more than last year with most of the due to the increase in percentage reimbursement going from 50% to 70%.

Overall, the Sewer Lateral Fund was budgeted with a surplus of $18,046. We are at a surplus of $11,854.

6. **Public Safety Sales Tax Fund**
   e. Revenues
      The Public Safety Sales Tax revenues are $59,659 more than last year at this time. Sales tax revenue is up $40,363 with Interest revenue being up $19,296.

   f. Expenditures
      Expenditures are $171,161 less than last year with most of this due to not using the $242,162 for the Pension Payment until January 2024, when the City transferred the Legacy Pension Plan to LAGERS.

All of the operational expenditures for the new police building are in this fund and 20% of the public safety sales tax will go towards the pension payment. In addition, $371,606 will be transferred to the General Fund to cover the ongoing costs of moving the police officers to 12-hour shifts in FY 2019, police market equity adjustment in FY 2022, and police market equity/step program/probationary completion bonus in FY 2023. We have budgeted a $66,981 surplus for FY 2024, and are currently at a surplus of $475,250.

Also attached is the Investment report. The 1st, 2nd and part of the 3rd page all include Pooled Fund money, which includes the General Fund, Capital Fund, Parks & Stormwater, Sewer Lateral and Public Safety Sales Tax Fund. The rest of the 3rd page is for Escrow only funds. You will also notice that with each section, it is sorted by Maturity Date with the earliest maturity being listed 1st. The last part of the 3rd page lists who we purchased the investments from, and as you can see, most of them are purchased through Multi-Bank Securities (MBS) with the investment being held at Pershing; all of the others are purchased and held at the financial institution listed.

I would be pleased to respond to any questions.

City of Creve Coeur
Statement of Revenues and Expenditures
As of December 31, 2023
FY 2024

	2024 Annual Budget	2024 Adjusted Budget	2024 2nd Qtr YTD	Variance YTD to Adjusted Fav/(Unfav)	YTD As % of Adjusted Budget	2023 2nd Qtr YTD	Variance 2023 to 2024 YTD Fav/(Unfav)	2023 YTD As % of 2023 Budget
General Fund Revenues:								
Property Taxes	824,655	824,655	334,403	(490,252)	40.6%	307,379	27,024	37.3%
Sales Tax	6,053,147	6,053,147	2,631,484	(3,421,663)	43.5%	2,560,117	71,367	42.3%
Utility Taxes	6,269,755	6,269,755	3,488,280	(2,781,475)	55.6%	3,245,764	242,516	66.8%
Intergovernmental	2,133,506	2,133,506	947,801	(1,185,705)	44.4%	859,627	88,174	46.8%
Licenses and Permits	1,151,285	1,151,285	661,240	(490,045)	57.4%	504,024	157,216	42.0%
Charges for Municipal Services	52,000	52,000	27,126	(24,874)	52.2%	28,390	(1,263)	63.8%
Municipal Court	393,640	393,640	235,698	(157,942)	59.9%	213,674	22,024	38.6%
Interest Revenue	450,000	450,000	364,193	(85,807)	80.9%	189,729	174,464	57.5%
Other Revenues	300,859	300,859	226,445	(74,414)	75.3%	2,059,471	(1,833,026)	94.8%
Total Revenues	**17,628,847**	**17,628,847**	**8,916,669**	**(8,712,178)**	**50.6%**	**9,968,174**	**(1,051,505)**	**55.8%**
General Fund Expenditures:								
Legislative Services	236,489	236,489	114,435	122,054	48.4%	103,663	(10,773)	45.4%
Legal Services	192,761	192,761	75,671	117,090	39.3%	72,757	(2,915)	35.8%
Administrative Services	698,844	698,844	317,781	381,063	45.5%	272,702	(45,078)	44.0%
Municipal Court	278,327	278,327	116,982	161,345	42.0%	114,050	(2,933)	42.7%
Finance Department	568,130	568,130	292,264	275,866	51.4%	262,479	(29,786)	51.1%
InterDepartmental	1,143,927	1,143,927	391,355	752,572	34.2%	826,564	435,209	74.4%
Information Systems	264,014	264,014	132,756	131,258	50.3%	146,489	13,732	51.6%
Community Services	143,405	148,655	76,000	72,655	51.1%	66,389	(9,611)	40.9%
Maint. of Municipal Prop.	300,208	300,208	127,716	172,492	42.5%	131,823	4,107	47.3%
Police Department	8,090,733	8,259,850	3,825,683	4,434,167	46.3%	3,388,281	(437,401)	43.7%
Public Works - Admin.	615,905	615,905	234,222	381,683	38.0%	258,644	24,422	45.2%
Street Maintenance	1,696,676	1,696,676	788,709	907,967	46.5%	863,339	74,630	52.6%
Health and Environment	874,955	874,955	408,398	466,557	46.7%	419,740	11,341	50.2%
Park Maintenance	620,891	620,891	310,339	310,552	50.0%	236,749	(73,591)	40.4%
Community Dev.-Administration	364,456	364,456	214,958	149,498	59.0%	143,855	(71,102)	41.8%
Community Dev.-Building Div.	918,006	918,006	399,079	518,927	43%	449,833	50,754	45.0%
Total Expenditures	**17,007,727**	**17,182,094**	**7,826,348**	**9,355,746**	**45.5%**	**7,757,355**	**(68,993)**	**48.0%**
Total Oper. Surplus (Deficit)	**621,120**	**446,753**	**1,090,321**	**643,568**		**2,210,819**	**(1,120,498)**	
Transfr In From Other Funds	**954,040**	**954,040**	**0**	**(954,040)**		**0**	**0**	
Transfers To Other Funds	**2,070,535**	**2,070,535**	**0**	**2,070,535**		**0**	**0**	
	(1,116,495)	**(1,116,495)**	**0**	**1,116,495**		**0**	**0**	
Operating Revenues Over (under) Expenditures	**(495,375)**	**(669,742)**	**1,090,321**	**1,760,063**		**2,210,819**	**(1,120,498)**	

City of Creve Coeur
Statement of Revenues and Expenditures
As of December 31, 2023
FY 2024

	2024 Annual Budget	2024 Adjusted Budget	2024 2nd Qtr YTD	Variance YTD to Adjusted Fav/(Unfav)	YTD As % of Adjusted Budget	2023 2nd Qtr Actual	Variance 2023 to 2024 YTD Fav/(Unfav)	2023 YTD As % of 2023 Budget
Municipal Enterprise Fund Revenues:								
Golf Course	551,563	551,563	371,521	(180,042)	67.4%	300,737	70,784	67.4%
Food Service	59,800	59,800	34,811	(24,989)	58.2%	33,008	1,803	65.4%
Ice Arena	784,188	784,188	348,042	(436,146)	44.4%	317,390	30,652	43.5%
Total Revenue	**1,395,551**	**1,395,551**	**754,374**	**(641,177)**	**54.1%**	**651,135**	**103,239**	**53.1%**
Municipal Enterprise Fund Expenditures:								
Golf Course	619,430	629,580	349,250	280,330	55.5%	322,788	(26,463)	52.4%
Food Service	49,445	49,445	26,423	23,022	53.4%	28,869	2,447	62.4%
Ice Arena	644,766	644,766	341,399	303,367	52.9%	295,696	(45,703)	48.1%
Total Expenditures	**1,313,641**	**1,323,791**	**717,072**	**606,719**	**54.2%**	**647,353**	**(69,719)**	**51.1%**
Total Oper. Surplus (Deficit)	**81,910**	**71,760**	**37,302**	**(34,458)**		**3,783**	**33,520**	
Operating Revenues Over (Under) Expenditures	**81,910**	**71,760**	**37,302**	**(34,458)**		**3,783**	**33,520**	

City of Creve Coeur
Statement of Revenues and Expenditures
As of December 31, 2023
FY 2024

	2024 Annual Budget	2024 Adjusted Budget	2024 2nd Qtr YTD	Variance YTD to Adjusted Fav/(Unfav)	YTD As % of Adjusted Budget	2023 2nd Qtr YTD	Variance 2023 to 2024 YTD Fav/(Unfav)	2023 YTD As % of 2023 Budget
Capital Improvement Fund Revenues:								
Intergovernmental	2,470,850	2,470,850	1,183,845	(1,287,005)	47.9%	1,162,432	21,413	52.7%
Interest Revenue	8,997	8,997	47,934	38,937	532.8%	19,085	28,848	887.7%
Other Revenues	3,095,410	3,164,114	140,509	(3,023,605)	4.4%	23,191	117,318	1.6%
Total Revenues	**5,575,257**	**5,643,961**	**1,372,287**	**(4,271,674)**	**24.3%**	**1,204,708**	**167,579**	**32.9%**
Capital Improvement Fund Expenditures:								
Personnel	153,104	153,104	79,636	73,468	52.0%	61,655	(17,981)	43.5%
Operating Expenditures	0	0	46	(46)	0.0%	0	(46)	0.0%
Building & Improvements	492,500	498,153	2,285	495,868	0.5%	17,688	15,403	3.7%
Park Development Projects	2,723,000	3,027,867	124,251	2,903,616	4.1%	2,834	(121,417)	0.9%
Street Overlay/Repair	4,496,500	6,097,538	1,976,590	4,120,947	32.4%	1,879,387	(97,203)	49.3%
Capital Equipment	674,000	1,106,845	391,501	715,344	35.4%	179,317	(212,184)	21.4%
Total Expenditures	**8,539,104**	**10,883,506**	**2,574,309**	**8,309,197**	**23.7%**	**2,140,979**	**(433,329)**	**43.0%**
Total Oper. Surplus (Deficit)	**(2,963,847)**	**(5,239,545)**	**(1,202,021)**	**4,037,523**		**(936,272)**	**(265,750)**	
Transfer in from Gen. Fund	**2,070,535**	**2,070,535**	**0**	**(2,070,535)**		**0**	**0**	
Operating Revenues Over (Under) Expenditures	**(893,312)**	**(3,169,010)**	**(1,202,021)**	**1,966,988**		**(936,272)**	**(265,750)**	

City of Creve Coeur
Statement of Revenues and Expenditures
As of December 31, 2023
FY 2024

	2024 Annual Budget	2024 Adjusted Budget	2024 2nd Qtr YTD	Variance YTD to Adjusted Fav/(Unfav)	YTD As % of Adjusted Budget	2023 2nd Qtr YTD	Variance 2023 to 2024 YTD Fav/(Unfav)	2023 YTD As % of 2023 Budget
Park & Stormwater Fund Revenues:								
Intergovernmental	2,970,412	2,970,412	1,388,854	(1,581,558)	46.8%	1,366,184	22,670	55.0%
Interest Revenue	25,049	25,049	60,368	35,319	241.0%	27,937	32,431	27936.6%
Other Revenues	400,000	400,000	0	(400,000)	0.0%	0	0	0.0%
Total Revenues	**3,395,461**	**3,395,461**	**1,449,222**	**(1,946,239)**	**0.0%**	**1,394,120**	**55,101**	**0.0%**
Park & Stormwater Fund Expenditures:								
Personnel	137,795	137,795	77,595	60,200	56.3%	52,216	(25,379)	43.2%
Operating Expenditures	0	0	46	(46)	0.0%	0	(46)	0.0%
Park Development Projects	2,953,500	3,073,018	926,336	2,146,683	30.1%	189,320	(737,016)	9.7%
Storm water Projects	1,120,000	1,445,644	213,799	1,231,844	14.8%	52,666	(161,133)	8.6%
Capital Equipment	30,000	30,000	0	30,000	0.0%	0	0	0.0%
Total Expenditures	**4,241,295**	**4,686,457**	**1,217,776**	**3,468,681**	**0.0%**	**294,202**	**(923,574)**	**0.0%**
Total Oper. Surplus (Deficit)	**(845,834)**	**(1,290,996)**	**231,446**	**1,522,442**		**1,099,918**	**(868,472)**	
Transfr In From Other Funds	**0**	**0**	**0**	**0**		**0**	**0**	
Transfer out to General Fund	**582,434**	**582,434**	**0**	**(582,434)**		**0**	**0**	
	(582,434)	**(582,434)**	**0**	**582,434**		**0**	**0**	
Operating Revenues Over (Under) Expenditures	**(1,428,268)**	**(1,873,430)**	**231,446**	**2,104,876**		**1,099,918**	**(868,472)**	

City of Creve Coeur
Statement of Revenues and Expenditures
As of December 31, 2023
FY 2024

	2024 Annual Budget	2024 Adjusted Budget	2024 2nd Qtr YTD	Variance YTD to Adjusted Fav/(Unfav)	YTD As % of Adjusted Budget	2023 2nd Qtr YTD	Variance 2023 to 2024 YTD Fav/(Unfav)	2023 YTD As % of 2023 Budget
Sewer Lateral Fund								
Intergovernmental	135,500	135,500	90,415	(45,085)	66.7%	84,695	5,720	62.5%
Interest Revenue	200	200	4,093	3,893	2046.6%	2,165	1,929	1082.3%
Total Revenues	**135,700**	**135,700**	**94,508**	**(41,192)**	**69.6%**	**86,859**	**7,649**	**64.0%**
Sewer Lateral Fund Expenditures:								
Personnel Expenditures	17,154	17,154	8,374	8,780	48.8%	8,670	295	55.4%
Technical & Personal Services	500	500	0	500	0.0%	0	0	0.0%
Sewer Lateral Reimbursements	100,000	100,000	74,279	25,721	74.3%	32,431	(41,849)	32.4%
Total Expenditures	**117,654**	**117,654**	**82,654**	**35,000**	**70.3%**	**41,100**	**(41,553)**	**35.4%**
Total Oper. Surplus (Deficit)	**18,046**	**18,046**	**11,854**	**(6,192)**		**45,759**	**(33,904)**	
Operating Revenues Over (Under) Expenditures	**18,046**	**18,046**	**11,854**	**(6,192)**		**45,759**	**(33,904)**	

	2024 Annual Budget	2024 Adjusted Budget	2024 2nd Qtr YTD	Variance YTD to Adjusted Fav/(Unfav)	YTD As % of Adjusted Budget	0 0 0	2023 2nd Qtr YTD	Variance 2023 to 2024 YTD Fav/(Unfav)	2023 YTD As % of 2023 Budget
Public Safety Sales Tax Fund									
Intergovernmental	1,235,028	1,235,028	620,458	(614,570)	50.2%		580,095	40,363	54.4%
Interest Revenue	30,000	30,000	38,873	8,873	129.6%		19,576	19,296	978.8%
Other Revenues	0	0	0	0	0.0%		0	0	0.0%
Total Revenues	**1,265,028**	**1,265,028**	**659,331**	**(605,697)**	**52.1%**		**599,672**	**59,659**	**56.1%**
Public Safety Sales Tax Fund									
Personnel Expenditures	242,162	242,162	0	242,162	0.0%		211,118	211,118	100.0%
Operating Expenditures	374,409	374,409	128,523	245,886	34.3%		130,213	1,690	31.4%
Capital Expenditures	145,260	209,870	55,558	154,311	26.5%		13,912	(41,647)	19.0%
Total Expenditures	**761,831**	**826,441**	**184,081**	**642,360**	**22.3%**		**355,242**	**171,161**	**50.8%**
Total Oper. Surplus (Deficit)	**503,197**	**438,587**	**475,250**	**36,662**			**244,430**	**230,820**	
Transfer out to General Fund	**371,606**	**371,606**	**0**	**371,606**			**0**	**0**	
Operating Revenues Over (Under) Expenditures	**131,591**	**66,981**	**475,250**	**408,268**			**244,430**	**230,820**	

Investments - December 31, 2023

POOLED FUNDS (GENERAL FUND, CAPITAL, P&S, SEWER LATERAL, PUBLIC SAFETY)

Investment	CUSIP Tracking #	Instrument	Holder	Quantity	Premium / Discount	Principal	Market Value	YTM	Purchase Date	Maturity Date	Call Date	Years	FTN Int Earned
FHLM	3134GXF41	US Govt Bonds	MBS	400,000.00		400,000.00		3.650%	7/29/2022	7/26/2024		1.11	
FHLB	3130AM4A7	US Govt Bonds	MBS	500,000.00		500,000.00		0.500%	4/29/2021	7/29/2024		3.3	
FHLB	3134GXRF3	US Govt Bonds	MBS	500,000.00		500,000.00		2.625%	4/29/2022	7/29/2024		2.3	
FHLB	3130ANRB8	US Govt Bonds	MBS	500,000.00		500,000.00		0.550%	9/17/2021	12/17/2024		3.3	
FHLB	3130AQHS5	US Govt Bonds	MBS	250,000.00		250,000.00		1.250%	1/28/2022	1/28/2025		3.0	
FHLB	3130AQWD1	US Govt Bonds	MBS	1,000,000.00		1,000,000.00		1.650%	2/28/2022	2/28/2025		3.0	
FHLB	3130ARPL9	US Govt Bonds	MBS	500,000.00		500,000.00		3.125%	4/29/2022	4/29/2025		3.0	
FFCB	3133EM3E0	US Govt Bonds	MBS	450,000.00		450,000.00		0.610%	9/9/2021	5/23/2025		3.8	
FHLM	3134GX3A0	US Govt Bonds	MBS	250,000.00		250,000.00		4.750%	9/30/2022	9/30/2025		3.0	
FHLB	3130ANJV3	US Govt Bonds	MBS	350,000.00		350,000.00		0.750%	9/9/2021	12/26/2025		4.3	
FHLB	3130ALZM9	US Govt Bonds	MBS	500,000.00		500,000.00		1.030%	4/29/2021	4/29/2026		5.0	
FFCB	3133ENWF3	US Govt Bonds	MBS	500,000.00		500,000.00		3.550%	5/11/2022	5/11/2026		4.0	
FHLB	3130AMU75	US Govt Bonds	MBS	1,000,000.00		1,000,000.00		0.900%	6/30/2021	6/26/2026		4.11	
FHLB	3130ANE30	US Govt Bonds	MBS	500,000.00		500,000.00		0.500%	7/29/2021	7/29/2026		5.0	
FHLB	3130ANRT9	US Govt Bonds	MBS	500,000.00		500,000.00		0.550%	9/14/2021	8/25/2026		4.11	
FFCB	3133EM3Y6	US Govt Bonds	MBS	500,000.00		500,000.00		0.930%	9/2/2021	9/1/2026		4.11	
FHLB	3130AQJM6	US Govt Bonds	MBS	245,000.00		245,000.00		1.700%	1/28/2022	1/28/2027		5.0	
FHLB	3130ARAH4	US Govt Bonds	MBS	500,000.00		500,000.00		2.350%	3/29/2022	3/29/2027		5.0	
FFCB	3133ENYA2	US Govt Bonds	MBS	500,000.00		500,000.00		3.450%	6/6/2022	6/1/2027		4.11	
	3130ASCV9			~~500,000.00~~		~~500,000.00~~		2.850%	7/29/2022	6/29/2027		4.11	
FHLM	3134GXC85	US Govt Bonds	MBS	500,000.00		500,000.00		3.500%	7/21/2022	7/21/2027		5.0	
Total Pooled Fund US Govt Bonds				**9,945,000.00**	**-**	**9,945,000.00**							
Texas Exchange Bank	88241TJW1	CD	MBS	120,000.00		120,000.00		0.300%	1/19/2021	1/8/2024		2.11	
Morgan Stanley	61768U2E6	CD	MBS	230,000.00		230,000.00		0.300%	7/30/2020	1/27/2024		3.5	
Synovus BK	87164DSF8	CD	MBS	245,000.00		245,000.00		0.300%	3/11/2021	3/11/2024		3.0	
BMW Bk North Ameri	05580AZD9	CD	MBS	245,000.00		245,000.00		0.450%	3/26/2021	3/26/2024		3.0	
Leader Bank Natl	52168UHR6	CD	MBS	245,000.00		245,000.00		0.350%	4/19/2021	4/16/2024		2.11	
Celtic Bk	15118RUV7	CD	MBS	245,000.00	-	245,000.00		1.400%	4/17/2020	4/17/2024		4.0	
Department of Comm Fed	24951TAU9	CD	MBS	245,000.00		245,000.00		3.500%	6/29/2022	7/1/2024		2.0	
Ukrainian Selfreliance	90372MAA0	CD	MBS	245,000.00		245,000.00		3.100%	7/15/2022	7/15/2024		2.0	
Austim Telco Fed	052392BM8	CD	MBS	245,000.00		245,000.00		3.400%	8/12/2022	8/12/2024		2.0	
Pentagon Fed Cr Un	70962LAJ1	CD	MBS	245,000.00		245,000.00		0.500%	9/1/2021	9/3/2024		3.0	
Pacific Premier Bk	69478QGQ7	CD	MBS	245,000.00		245,000.00		3.450%	9/9/2022	9/9/2024		2.0	
Kemba Finl Cr Un	48836LAK8	CD	MBS	245,000.00		245,000.00		3.650%	9/21/2022	9/23/2024		2.0	
Bank Ozk	06417NYJ6	CD	MBS	245,000.00		245,000.00		0.350%	4/8/2021	10/8/2024		3.6	
Industrial & Coml Bk	45581ECT6	CD	MBS	245,000.00		245,000.00		0.600%	10/18/2021	10/18/2024		3.0	
USAlliance FCU	90352RBY0	CD	MBS	245,000.00		245,000.00		0.700%	10/29/2021	10/24/2024		2.11	
TCM Bank	872308FG1	CD	MBS	245,000.00		245,000.00		0.700%	11/15/2021	11/15/2024		3.0	
Lea Conty St Bk	523744AW0	CD	MBS	245,000.00		245,000.00		0.750%	12/10/2021	12/10/2024		3.0	
USF Fed Cr Un	90353EAW3	CD	MBS	245,000.00		245,000.00		0.850%	12/21/2021	12/20/2024		2.11	
1st National Bk	32117BEN4	CD	MBS	245,000.00		245,000.00		0.950%	12/30/2021	12/30/2024		3.0	
Beal Bank	07371AVZ3	CD	MBS	245,000.00		245,000.00		1.150%	2/2/2022	1/29/2025		2.11	
Beal Bank	07371CZK8	CD	MBS	245,000.00		245,000.00		1.500%	2/2/2022	1/29/2025		2.11	
Burke & Herbert Bk	121331AN2	CD	MBS	245,000.00		245,000.00		3.450%	8/5/2022	2/2/2025		2.5	
Lafayette Fed Cr Un	50625LAT0	CD	MBS	245,000.00		245,000.00		0.350%	2/12/2021	2/12/2025		4.0	
Amerant Bank	02357QAR8	CD	MBS	245,000.00		245,000.00		1.650%	2/28/2022	2/28/2025		3.0	
American Express Natl Bk	02589ABM3	CD	MBS	245,000.00		245,000.00		1.800%	3/7/2022	3/3/2025		2.11	
Safra Natl Bk	78658RHM6	CD	MBS	245,000.00		245,000.00		2.000%	3/23/2022	3/24/2025		3.0	
Technology Cr Un	87868YAN3	CD	MBS	245,000.00		245,000.00		5.000%	4/26/2023	4/28/2025		2.0	

Investments - December 31, 2023

POOLED FUNDS (GENERAL FUND, CAPITAL, P&S, SEWER LATERAL, PUBLIC SAFETY)

Investment	CUSIP Tracking #	Instrument	Holder	Quantity	Premium / Discount	Principal	Market Value	YTM	Purchase Date	Maturity Date	Call Date	Years	FTN Int Earned
Pinnacle Bk	72345SLM1	CD	MBS	200,000.00		200,000.00		4.800%	5/13/2023	5/8/2025		1.11	
LCA Bank	066519QT9	CD	MBS	245,000.00		245,000.00		0.700%	11/29/2021	5/29/2025		3.6	
Discover Bk	254673F68	CD	MBS	245,000.00		245,000.00		3.100%	6/1/2022	6/2/2025		3.0	
Ally Bk	02007GRY1	CD	MBS	245,000.00		245,000.00		3.050%	6/2/2022	6/2/2025		3.0	
Axiom Bk	05464LBS9	CD	MBS	245,000.00		245,000.00		0.750%	12/14/2021	6/13/2025		3.5	
Sallie Mae	795451BQ5	CD	MBS	245,000.00		245,000.00		3.400%	7/6/2022	7/7/2025		3.0	
Trustone Finl CU	89841MAE7	CD	MBS	245,000.00		245,000.00		3.250%	7/19/2022	7/21/2025		3.0	
Credit UN of TX	22551KAB8	CD	MBS	245,000.00		245,000.00		3.300%	7/22/2022	7/22/2025		3.0	
Luana Svgs Bank	549104WP8	CD	MBS	245,000.00		245,000.00		0.350%	2/19/2021	8/19/2025		4.6	
Ufirst Fed Cr Un	902684AA7	CD	MBS	245,000.00		245,000.00		4.700%	2/22/2023	8/22/2025		2.6	
Mountain Amer Fed CU	62384RAL0	CD	MBS	245,000.00		245,000.00		3.500%	8/31/2022	8/29/2025		2.11	
Connex Cr Un	208212AY6	CD	MBS	245,000.00		245,000.00		3.500%	8/31/2022	8/29/2025		2.11	
Skyone Fed Cr Un	83088XAD0	CD	MBS	245,000.00		245,000.00		3.600%	8/30/2022	9/1/2025		3.0	
Great Southn Bk	39120VTB0	CD	MBS	245,000.00		245,000.00		4.500%	10/20/2022	10/20/2025		3.0	
Sharonview Fed CU	819866BR4	CD	MBS	245,000.00		245,000.00		5.000%	10/31/2022	10/31/2025		3.0	
Barclays Bk	06740KNT0	CD	MBS	245,000.00		245,000.00		1.000%	12/15/2021	12/15/2025		4.0	
Connexus Cr Un	20825WAQ3	CD	MBS	245,000.00		245,000.00		1.050%	12/23/2021	12/23/2025		4.0	
Alliant Cr Un	01882MAD4	CD	MBS	245,000.00		245,000.00		5.100%	12/30/2022	12/30/2025		3.0	
JPMorgan Chase Bk	48128UXU8	CD	MBS	245,000.00	-	245,000.00		0.500%	1/22/2021	1/22/2026		5.0	
Coastlife Cr Un	19058LAB0	CD	MBS	245,000.00		245,000.00		4.650%	2/13/2023	2/13/2026		3.0	
Raiz FCU	75102EAF5	CD	MBS	245,000.00		245,000.00		4.650%	2/17/2023	2/17/2026		3.0	
BMO Harris BK	05600XBY5	CD	MBS	245,000.00		245,000.00		0.550%	2/18/2021	2/18/2026		5.0	
State Bank India Chicago	856283S49	CD	MBS	245,000.00	-	245,000.00		0.650%	2/25/2021	2/25/2026		5.0	
Live Oak Bkg Co	538036NY6	CD	MBS	245,000.00	-	245,000.00		0.750%	3/16/2021	3/16/2026		5.0	
Alaska USA Fed CR UN	011852AH3	CD	MBS	245,000.00		245,000.00		5.000%	3/22/2023	3/23/2026		3.0	
City of Boston Cr Un	178581AD6	CD	MBS	245,000.00		245,000.00		0.450%	3/30/2021	3/30/2026		5.0	
Bankunited Natl	066519QT9	CD	MBS	245,000.00	-	245,000.00		0.950%	3/31/2021	3/31/2026		5.0	
First Fed Bk	32022WCH7	CD	MBS	243,000.00		243,000.00		5.500%	3/31/2023	3/31/2026		3.0	
Pacific Western Bank	69506YXZ7	CD	MBS	243,000.00		243,000.00		5.550%	4/5/2023	4/6/2026		3.0	
Eaglemark Svgs Bank	27004PBD4	CD	MBS	245,000.00		245,000.00		0.700%	4/7/2021	4/7/2026		5.0	
Cross Riv Bank	227563CF8	CD	MBS	245,000.00		245,000.00		5.100%	4/14/2023	4/14/2026		3.0	
Peoples Sec Bank & Trust	712303BH8	CD	MBS	244,000.00		244,000.00		4.900%	4/21/2023	4/21/2026		3.0	
Clearpath Fed Cr Un	18507MAB7	CD	MBS	248,000.00		248,000.00		5.100%	4/26/2023	4/27/2026		3.0	
Sunwest Bk	86804DCW6	CD	MBS	245,000.00		245,000.00		0.700%	4/30/2021	4/30/2026		5.0	
Denver Savgs Bk	249398BY3	CD	MBS	245,000.00		245,000.00		0.700%	5/5/2021	5/5/2026		5.0	
Greenstate Cr UN	39573LBL1	CD	MBS	245,000.00		245,000.00		0.900%	6/16/2021	6/16/2026		5.0	
Medallion Bank	58404DKV2	CD	MBS	245,000.00		245,000.00		0.800%	6/30/2021	6/30/2026		5.0	
Toyota Finl Svgs Bk	89235MLC3	CD	MBS	245,000.00		245,000.00		0.950%	7/12/2021	7/15/2026		5.0	
Bank Newport	06647JAV6	CD	MBS	245,000.00		245,000.00		3.500%	8/3/2022	8/3/2026		4.0	
Midflorida Cr Un	59741QAC6	CD	MBS	245,000.00		245,000.00		5.100%	8/11/2023	8/11/2026		3.0	
DR Bank CTF	23344RAE7	CD	MBS	245,000.00		245,000.00		3.600%	9/9/2022	9/9/2026		4.0	
Texas Exchange Bank	88241TLX6	CD	MBS	129,000.00		129,000.00		1.050%	10/8/2021	10/8/2026		5.0	
Synchrony Bank	87164YE34	CD	MBS	245,000.00		245,000.00		1.000%	10/22/2021	10/22/2026		5.0	
Institution For Svgs	45780PAZ8	CD	MBS	245,000.00		245,000.00		1.000%	10/28/2021	10/28/2026		5.0	
Merrick Bk South	59013KNY8	CD	MBS	245,000.00		245,000.00		0.900%	10/29/2021	10/29/2026		5.0	
Jonesboro St Bk	48040PKT1	CD	MBS	245,000.00		245,000.00		0.750%	11/5/2021	11/5/2026		5.0	
Capital One Bk	14042TDW4	CD	MBS	245,000.00		245,000.00		1.100%	11/17/2021	11/17/2026		5.0	
Community Bk	203485AC1	CD	MBS	245,000.00		245,000.00		1.150%	12/22/2021	12/22/2026		5.0	
Rogue Cr Un	77535MA;7	CD	MBS	245,000.00		245,000.00		5.050%	1/20/2023	1/20/2027		4.0	
Workders Fed Cr Un	98138MBE9	CD	MBS	245,000.00		245,000.00		4.850%	1/27/2023	1/27/2027		4.0	
Metro Cr Un	59161YAP1	CD	MBS	245,000.00		245,000.00		1.700%	2/18/2022	2/18/2027		5.0	
BOFK Natl Assn	05572YGM8	CD	MBS	245,000.00		245,000.00		4.950%	4/26/2023	4/26/2027		4.0	

Investments - December 31, 2023

POOLED FUNDS (GENERAL FUND, CAPITAL, P&S, SEWER LATERAL, PUBLIC SAFETY)

Investment	CUSIP Tracking #	Instrument	Holder	Quantity	Premium / Discount	Principal	Market Value	YTM	Purchase Date	Maturity Date	Call Date	Years	FTN Int Earned
Farmers & Merchants Bank	307811GL7	CD	MBS	245,000.00		245,000.00		4.850%	4/2/2023	4/28/2027		4.0	
CIBC Bk	12547CBF4	CD	MBS	244,000.00		244,000.00		4.450%	5/16/2023	5/14/2027		3.11	
Univest Natl Bk	91527PBZ9	CD	MBS	245,000.00		245,000.00		4.500%	5/16/2023	5/17/2027		4.0	
West Town Bk & Tr	956310BN5	CD	MBS	245,000.00		245,000.00		5.250%	6/16/2023	6/16/2027		4.0	
Method Bk	59151MAP9	CD	MBS	245,000.00		245,000.00		5.300%	7/14/2023	7/14/2027		4.0	
First Technology	33715LDZ0	CD	MBS	245,000.00		245,000.00		3.600%	7/15/2022	7/15/2027		5.0	
Pittsburgh City Hall	72500MAA3	CD	MBS	245,000.00		245,000.00		3.600%	8/16/2022	8/16/2027		5.0	
Chartway Fed Cr Un	16141BAQ4	CD	MBS	245,000.00		245,000.00		5.000%	9/8/2023	9/8/2027		4.0	
Utah First Fed Cr Un	91739JAC9	CD	MBS	245,000.00		245,000.00		5.200%	10/30/2023	10/29/2027		3.11	
Bank Five Nine	062119BX9	CD	MBS	245,000.00		245,000.00		4.300%	5/19/2023	11/19/2027		4.6	
Ledyard Natl Bank	523343AC5	CD	MBS	244,000.00		244,000.00		4.150%	12/29/2023	12/29/2027		4.0	
UBS Bk	90355GJX5	CD	MBS	245,000.00		245,000.00		4.050%	12/29/2023	12/29/2027		4.0	
CIBM Bk	12545JBB0	CD	MBS	245,000.00		245,000.00		5.000%	5/17/2023	5/17/2028		5.0	
Riverbank	76857RCL6	CD	MBS	245,000.00		245,000.00		5.100%	5/23/2023	5/23/2028		5.0	
Dort Finl Cr Un	25844MAW8	CD	MBS	245,000.00		245,000.00		4.350%	5/24/2023	5/24/2028		5.0	
Baxter Cr Un	07181JBB9	CD	MBS	245,000.00		245,000.00		4.900%	8/22/2023	8/22/2028		5.0	
Pinal Cnty Fed Cr Un	72221MAA1	CD	MBS	245,000.00		245,000.00		5.700%	9/8/2023	9/8/2028		5.0	
FieldPoint Private Bk & Tr	31657FAQ1	CD	MBS	245,000.00		245,000.00		5.600%	9/29/2023	9/28/2028		4.11	
Total Pooled Fund CDs				**23,460,000.00**	**-**	**23,460,000.00**							

ESCROW FUND

Investment	CUSIP Tracking #	Instrument	Holder	Quantity	Premium / Discount	Principal	Market Value	YTM	Purchase Date	Maturity Date	Call Date	Years
Numerica Cr Un	67054NBA0	CD	MBS	245,000.00		245,000.00		4.200%	11/4/2022	11/4/2024		2.0
Jefferson Finl	474067CE3	CD	MBS	245,000.00		245,000.00		5.40%	6/28/2023	6/30/2025		2.0
Total Escrow Fund				**980,000.00**	**-**	**980,000.00**						

TOTAL INVESTMENTS FOR ALL FUNDS		**34,385,000.00**
	MBS	34,385,000.00
	MOSIP	-
		34,385,000.00

DEPARTMENT OF PUBLIC WORKS
STAFF MEMORANDUM

DATE: January 19, 2024

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works

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

SUBJECT: Consideration of Design Build Project Delivery Method for Post-tensioned Tennis Courts at Venable Park

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Background

Recently the City entered into a design contract with TWM for the design of most scope items for the Venable Park improvements. One item not included in TWM's scope was the design of the post-tensioned tennis courts. Per TWM's design schedule, it is anticipated that the release for construction bid documents will be in July of 2024, with construction commencing on the park improvements immediately following labor day in 2024.

The construction of the post-tensioned tennis courts is estimated to take around three months to complete. Multiple work scope items for the construction of the tennis courts are weather (temperature) dependent. If the tennis courts are bid along with the remainder of the park improvements, staff anticipates that the new post-tensioned tennis courts would not be available for public use until May of 2025.

The condition of the existing tennis courts is poor, with two of the three courts being closed for a significant portion of 2023. Recently Jim Heines and I inspected the one tennis court still open and it is our opinion that this court now needs to be closed and staff anticipates that this court will likely not reopen anytime during 2024.

Staff believes that the City should consider moving forward with a public bid request for a Design-Build project delivery method for the three post-tensioned tennis courts at Venable Park. Staff believes this for the following reasons:

- That a design-build contract could allow the new post-tensioned tennis courts to be constructed and opened to the public by July of 2024.
- A design-build contract would greatly accelerate the schedule for the tennis courts.
- There is a small number of local contractors who are qualified to construct post-tensioned tennis courts and the delivery method of design-build should help facilitate such contractors bidding on construction of the tennis courts.
- The design-build project delivery method could realize a 10% to 15% savings on construction costs due to the elimination of a general contractor markup. If the tennis courts are included with bid documents for the remainder of the park improvements, the work for the tennis courts would most likely be done by a subcontractor. If a design-build delivery method is chosen, then likely this general contractor markup would be eliminated. Potential savings to the City is in the range of $35,000 to $60,000.

If the City Council desires to consider this item further, an Ordinance would need to be drafted and presented at a future Council meeting for review and consideration. This would need to be part of the Purchasing Procedures, Section 140.010.