



**REGULAR MEETING
AGENDA
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
SEPTEMBER 9, 2024
7:00 PM**

ZOOM MEETING INFORMATION

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

<https://us02web.zoom.us/j/81071222815>

phone: 1 312 626 6799

Webinar ID: 810 7122 2815

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

1. Approval of August 26, 2024, City Council Joint Work Session Minutes
2. Approval of August 26, 2024, City Council Regular Meeting Minutes

BILLS PAYABLE REPORT

For Information Only: Invoices Paid Listing from 8-22-2024 to 9-4-2024

UNFINISHED BUSINESS

3. Bill No. 6133 - An Ordinance amending the adopted 2024 General Fund, Enterprise Fund, and Sewer Lateral Fund Budgets of the City of Creve



**REGULAR MEETING
AGENDA
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
SEPTEMBER 9, 2024
7:00 PM**

Coeur by transferring funds within the General Fund departments budget and authorizing additional appropriations to the Enterprise Fund and Sewer Lateral Fund Budgets. Final Reading and Passage.

Summary: The proposed amendment authorizes an additional \$42,650 to the Enterprise Fund and \$74,000 to the Sewer Lateral Fund, and authorizes a \$12,000 transfer from the Administrative Department to the Legislative Department and the Community Services Department to cover unexpected increases in the FY 2024 budget.

- 4. Bill No. 6134 - An Ordinance amending Section 160.010. A.14 of the Open Meetings and Records Ordinance of the City of Creve Coeur. Final Reading and Passage.**

Summary: The proposed ordinance identifies additional provisions protecting matters from disclosure as a matter of law.

NEW BUSINESS

- 5. Bill No. 6135 - An Ordinance amending Ordinance No. 5029 to allow for a middle school component for Desmet Jesuit High School at the property addressed 233 N. New Ballas Road. First Reading.**

Summary: Nicolas Kattentidt, architect with Hastings and Chivetta Architects, on behalf of DeSmet Jesuit High School, has submitted a conditional use permit amendment application to allow a middle school component to the school campus that would add a maximum of 120 additional students within the existing building. No new buildings or exterior changes are proposed. Elementary and Secondary Schools (NAICS 611110) require a conditional use permit in residential zoning districts with review and recommendation by the Planning and Zoning Commission and final approval by the City Council. The Planning and Zoning Commission recommended approval at the September 3, 2024 meeting.

- 6. Bill No. 6136 - An Ordinance authorizing a second amendment to the Drury Inn Hotel Conditional Use Permit, Ordinance Number 1756, as amended for exterior alterations, an increase to the number of hotel rooms, and to provide updated parking requirements. First Reading.**

Summary: Charles Drury III, of Drury Development Corporation, has submitted an application for an amendment to the conditional use permit with accompanying site development plan for revisions to the exterior of the existing Drury Inn and Suites, 11980 Olive Boulevard within the "CB" Core Business



**REGULAR MEETING
AGENDA
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
SEPTEMBER 9, 2024
7:00 PM**

zoning district. The hotel will be renovated with an updated exterior façade corresponding with a conversion of the property to a Drury Plaza Hotel. No changes to the operational aspects for the hotel are proposed. Hotels (NAICS 721110) require a conditional use permit with review and recommendation by the Planning and Zoning Commission and final approval by the City Council. The Planning and Zoning Commission recommended approval at the September 3, 2024 meeting.

- 7. Resolution No. 1752 - A Resolution of the City Council of the City of Creve Coeur, Missouri, authorizing the execution of a contract with STF, LLC d/b/a Traffic Control Company for the 2024 Roadway Striping Project for the not-to-exceed amount of \$36,550.00.**

Summary: Public Works staff has reviewed the bid that was submitted for the 2024 Roadway Striping Project and recommends that the City enter into a contract with STF, LLC (Traffic Control Company) for this annual project to refresh and improve pavement markings along the City's streets.

- 8. Resolution No. 1753 - A Resolution of the City Council of the City of Creve Coeur, Missouri, authorizing the execution of a contract with Gerstner Electric, Inc. for the New Ballas/Magna Carta Video Detection Project for the not-to-exceed amount of \$37,120.00.**

Summary: Competitive bids have been received and evaluated for the City's New Ballas/ Magna Carta Video Detection Project. The existing loops are no longer functional and cause unnecessary delays. City staff recommends entering into a contract with Gerstner Electric, Inc. based upon the quality of past work and their low bid for the project.

BUSINESS FROM MAYOR AND CITY COUNCIL

- 9. *Council Liaison Reports***

BUSINESS FROM CITY ADMINISTRATOR

- 10. 2024 Plein Air Art Event Summary**

Summary: City staff will provide a summary of the recent Plein Air Art Event held July 6-11, 2024, and whether to continue the event on an annual basis.

- 11. Electric Vehicle Charging Stations Draft Regulations**



**REGULAR MEETING
AGENDA
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
SEPTEMBER 9, 2024
7:00 PM**

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.



**JOINT WORK SESSION MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL & PLANNING AND
ZONING COMMISSION
300 NORTH NEW BALLAS RD
AUGUST 26, 2024
6:00 PM**

CALL TO ORDER

A joint work session meeting of the City Council and Planning and Zoning Commission 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, August 26, 2024, at 6:00 PM.

ROLL CALL

Mayor Robert Hoffman
Council Member, Ward 1 Mark Manlin
Council Member, Ward 1 Donna Spence
Council Member, Ward 2 Tim Carney
Council Member, Ward 2 Kimberly Norwood
Council Member, Ward 3 Drew Newman
Council Member, Ward 4 Joseph Martinich
Council Member, Ward 4 Scott Saunders

Council Member, Ward 3 David Hoffman was absent.

Staff Present: City Administrator Mark Perkins, City Attorney Carl Lumley, Director of Community Development Jason Jaggi, City Planner Bethany Moore, Director of Finance Lori Obermoeller, Director of Public Works Jim Heines, Assistant Director of Public Works/City Engineer Steven Berecz, Director of Recreation Jason Valvero, Chief of Police Jeffrey Hartman, Public Information Officer and Management Analyst Melissa Bradford and City Clerk Kellie Henke.

Planning and Zoning Commission Members Present: Chair Julie LaBonte, Thomas Buelter, Muriel Hall, Larry Potashnick, Marjorie Richter, and AJ Wang.

DISCUSSION ITEMS

1. Planning and Zoning Implementation Priorities for FY2025

Director of Community Development Jason Jaggi and City Planner Bethany Moore provided a presentation on the proposed Planning and Zoning Implementation Priorities for Fiscal Year 2025 (see Exhibit A). Discussion items included updating the comprehensive plan for Bayer's east campus, conducting a review of the City's



**JOINT WORK SESSION MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL & PLANNING AND
ZONING COMMISSION
300 NORTH NEW BALLAS RD
AUGUST 26, 2024
6:00 PM**

comprehensive plan, resuming the study of the East Olive Corridor, reviewing the current fence code and accessory structure regulations, and reviewing electric vehicle (EV) zoning regulations.

Mr. Jaggi provided an update on Bayer's East Campus, noting that approximately 92 acres will be available for sale, with a mix of potential uses and the possibility of reusing some existing facilities. Currently, there are no proposals for the site. He noted that although the topography may pose some challenges for redevelopment, there are fewer environmental concerns compared to the West Campus, and there are no environmental contamination issues on the property. Mr. Jaggi highlighted long-range planning considerations such as future land uses, market analysis, the impact on citywide systems, appropriate density and location, compatibility with adjacent residential areas, appropriate zoning, and whether to use consultants or handle the work in-house. He noted that the current comprehensive plan assumed continued use by Bayer of the property.

Council Member Spence suggested that marketing efforts should be directed toward companies that could support the 39North District.

Council Member Manlin stated that updating the comprehensive plan before receiving proposed developments would be beneficial to both developers and the property owner.

Council Member Spence suggested contacting Fireside Financial to explore their interest in the property and to determine how it could align with the Olia Village Development.

City Administrator Mark Perkins stated that this is a valuable opportunity for City staff, the Planning and Zoning Commission, the public, and the City Council to review and update the comprehensive plan. Mr. Perkins stated updating the comprehensive plan will not include any rezoning.

Planning and Zoning Commission Member Larry Potashnick requested a tour of the property to assess the condition of the facilities and explore potential upgrades. Council Member Martinich agreed that the development could benefit the 39North District.

Council Member Carney suggested having a representative from 39North join the tour.



**JOINT WORK SESSION MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL & PLANNING AND
ZONING COMMISSION
300 NORTH NEW BALLAS RD
AUGUST 26, 2024
6:00 PM**

Mr. Carney confirmed the update of the plan would help guide the most appropriate use.

Planning and Zoning Commission Member Marjorie Richter confirmed that redrawing ward lines due to potential population shifts would be necessary in order to ensure that each ward is balanced. Mr. Jaggi stated the next review would occur in 2030.

Mr. Jaggi suggested that the City's comprehensive plan, adopted in 2017, should undergo a thorough review to assess its implementation, identify areas for further action, and plan updates for the next fiscal year. He noted that the review would be carried out by the Planning and Zoning Commission.

Planning and Zoning Commission Member Muriel Hall confirmed that review of the comprehensive plan typically occurs every 15 years.

Mr. Jaggi provided an overview of the updates made to the East Olive Corridor and discussed current assessments, citing challenges such as land use issues, vacancies, limited reinvestment interest on the south side, and the compatibility of future developments with nearby residential properties and consideration of existing indentures.

Council Member Martinich confirmed that the City cannot nullify or change existing indentures, as they are agreements between property owners. Mr. Lumley noted that while eminent domain could be used, it would be a costly option.

Planning and Zoning Commission Chair Julie LaBonte questioned why indentures of surrounding properties would be considered. Mr. Lumley explained that in this case, the City is recognizing that existing subdivision indentures could impact or restrict developer proposals.

Planning and Zoning Commission Member Larry Potashnick requested to pause the discussion regarding indentures and continue it with the Planning and Zoning Commission at a future meeting.

Mr. Jaggi emphasized key issues, including potential impacts on the Olia Village redevelopment and the need for a thorough review of allowable uses and development forms, noting that this process will be extensive and require significant public engagement.



**JOINT WORK SESSION MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL & PLANNING AND
ZONING COMMISSION
300 NORTH NEW BALLAS RD
AUGUST 26, 2024
6:00 PM**

City Planner Bethany Moore discussed current fence code regulations and proposed revisions, including allowing front yard fences on the side or rear of houses on through lots and corner lots to be approved at the staff level under specific conditions: up to 6 feet tall, up to the property line, and made of metal or aluminum materials. She stated that other materials would still require Planning and Zoning review and approval for front yards or along street rights-of-way. Additional considerations for review include compatibility with the surrounding area, whether the site and adjoining properties are used for non-residential purposes, visibility of the fence from the right-of-way, and screening issues.

Ms. Moore also discussed regulations for accessory structures and possible revisions, including additional size restrictions, design criteria, and considerations for future regulations regarding accessory dwelling units.

Planning and Zoning Commission Chair Julie LaBonte emphasized the importance of maintaining the residential character, whether or not a commercial home business building is constructed on residential property, and suggested that the same standards should apply to all accessory structures.

Ms. Moore briefly covered the different types of EV charging stations. Due to time constraints, it was decided to continue the discussion at a future meeting.

Additionally, it was noted that the Olive/New Ballas Greenstreet project will not proceed.

There was overall agreement on the consensus priority of these items, with some potentially being addressed simultaneously. Bayer East was identified as the top priority, followed by the East Olive Corridor and the review of the City's Comprehensive Plan. EV regulations are already under consideration and will continue to move forward. Fences and Accessory Structures could be reviewed concurrently, possibly alongside other long-term items.

ADJOURNMENT

RESULT: APPROVED (UNANIMOUS)

MOVER: Council Member Ward 1 Spence

SECONDER: Council Member Ward 1 Manlin

AYES: Manlin, Spence, Carney, Norwood, Newman, Martinich, Saunders



**JOINT WORK SESSION MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL & PLANNING AND
ZONING COMMISSION
300 NORTH NEW BALLAS RD
AUGUST 26, 2024
6:00 PM**

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

The meeting adjourned at 6:59 p.m.

Submitted by:

Kellie Henke
City Clerk

Dr. Robert Hoffman
Mayor

CITY COUNCIL PLANNING AND ZONING COMMISSION JOINT WORK SESSION

AUGUST 26, 2024

JASON W. JAGGI, AICP, DIRECTOR OF COMMUNITY DEVELOPMENT

BETHANY L. MOORE, AICP, CITY PLANNER



TONIGHT'S AGENDA



- Review prior goals and past accomplishments
- Identify long-range planning initiatives for next 12 months
- Prioritize items for rest of this year into next
- Some may require considerable effort to implement—beyond 12 months

LAST YEAR'S LIST



- Comprehensive Plan Update—Bayer West Campus (**Adopted by P&Z June 2023**)
- Planned Development Ordinance Revisions (**Adopted by Council July 2023**)
- Electric Vehicle (EV) Infrastructure (**Initial Draft Completed—Under Review**)
- Accessory Buildings and Uses (**Adopted by Council May 2023**)
- East Olive Corridor (**Pending further direction**)
- Recreational (Adult Use) Marijuana (**Adopted by Council February 2023**)

2023-2025 STRATEGIC PLAN



GOAL 5



Encourage high quality development in order to strengthen and diversify the economy and provide additional services and amenities to residents.

STRATEGIES

- ✓ Continue to encourage development of East Olive.
- ✓ Establish a walkable mixed-use development to serve as a “downtown” Creve Coeur.
- ✓ Support continued development of 39N along with partners - St. Louis Economic Development Partnership, Danforth Plant Science Center, Bayer, and City of Olivette.
- ✓ Attract townhomes, villas, and condos.
- ✓ Identify appropriate zoning incentives that could be used in targeted planning areas including 39N, East Olive, and future Downtown Creve Coeur based on demonstrated need, fulfillment of development objectives, and public benefit.
- ✓ Update regulatory framework to allow development desired by the community.
- ✓ Reduce barriers and streamline development processes.

THE LIST



- **Bayer East Campus Redevelopment Planning**
- **Comprehensive Plan Review**
- **East Olive Corridor**
- **Fence Code Updates**
 - Front Yard Fences
- **Accessory Structures**
 - Appearance Concerns
- **Electric Vehicle (EV) Zoning Regulations**
 - Review Initial Draft
- **Prioritization**



BAYER EAST CAMPUS REDEVELOPMENT PLANNING

BAYER EAST CAMPUS



- Bayer East Campus:
 - 152 Acres Total
 - 92 Acres For Sale
 - 60 Acres Remaining

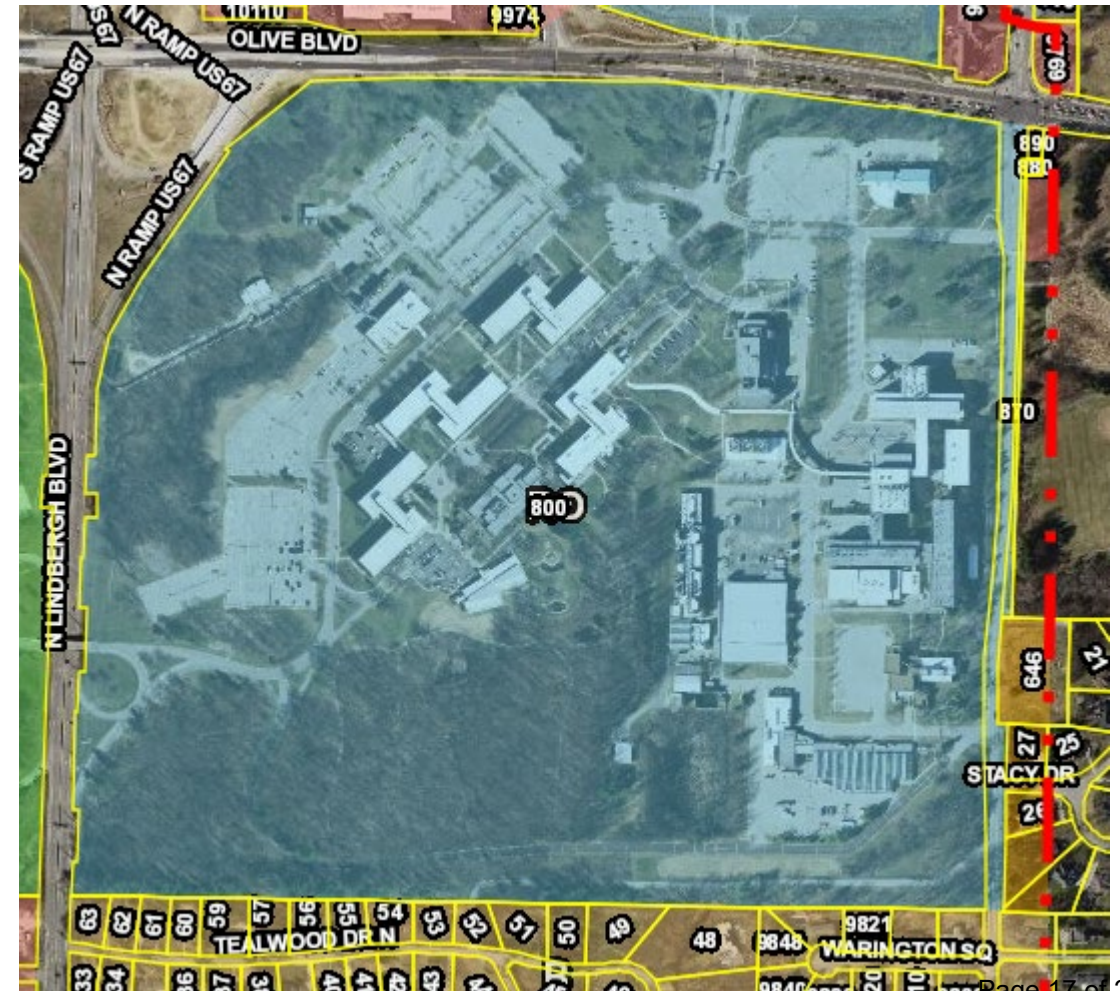


** Parcel boundary lines depicted above are for illustrative purposes only.

BAYER EAST CAMPUS



- Existing Bayer East Campus:
 - Located within 39 North AgTech District
 - Zoned RO-Research Office District
 - Planning studies do not contemplate significant changes to this campus—updates needed.

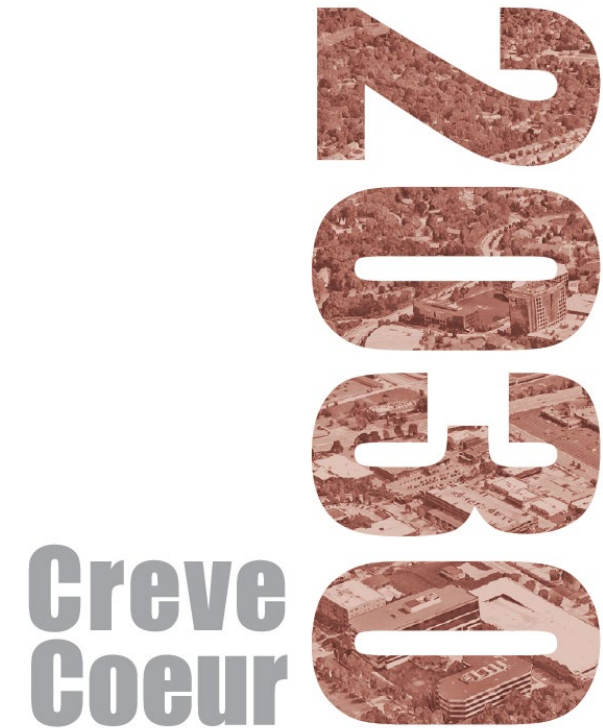


BAYER EAST CAMPUS

- **Long Range Planning Considerations**
 - Future land uses—compatibility with goals of 39 North District
 - Market Analysis
 - Impact on City-wide systems—traffic, trails, connectivity
 - Density
 - Compatibility with adjacent residential uses to the South
 - Appropriate zoning. How it should be developed and considered—planned development approach or piecemeal?
 - Consultant assistance or in-house by City Staff



COMPREHENSIVE PLAN REVIEW



The Heart of Community & Commerce

COMPREHENSIVE PLAN REVIEW

- Creve Coeur 2030 Adopted in 2017
- P&Z Review Process:
 - Review plan recommendations
 - Understand implementation actions taken to date
 - Discuss future areas for implementation
 - Identify any areas that are outdated and need to be updated
 - Target updates for next fiscal year



EAST OLIVE CORRIDOR

EAST OLIVE CORRIDOR ZONING UPDATES—GENERAL BOUNDARIES



EAST OLIVE CORRIDOR ZONING UPDATES

■ Overview

- Several work sessions with P&Z 2018-2020
- Draft Overlay Zoning District standards created
 - Kept existing uses; added allowable forms of residential uses
 - Created development standards: setbacks buffers, landscaping, parking location, architectural design guidelines, etc.
- Public outreach meetings scheduled for 2020. Canceled due to pandemic

EAST OLIVE CORRIDOR ZONING UPDATES

■ **Current Assessment**

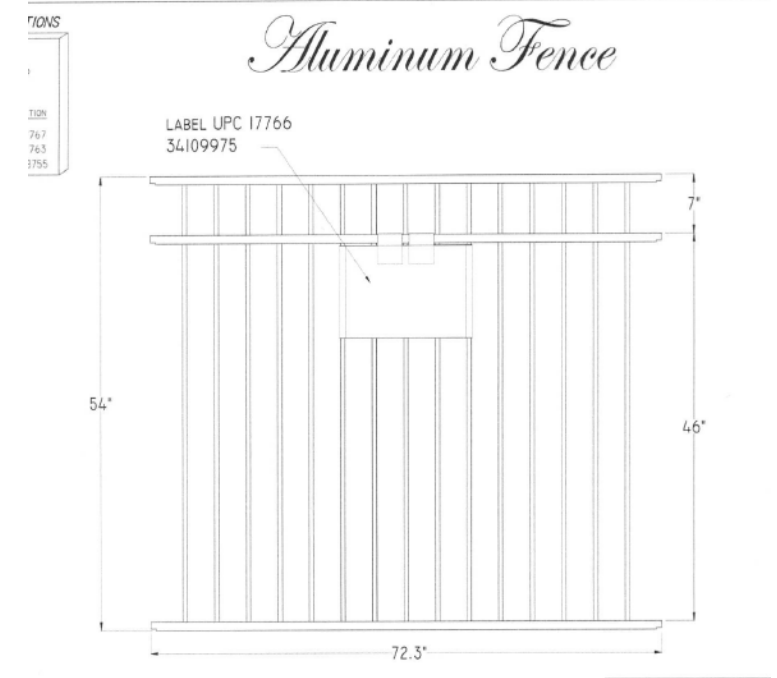
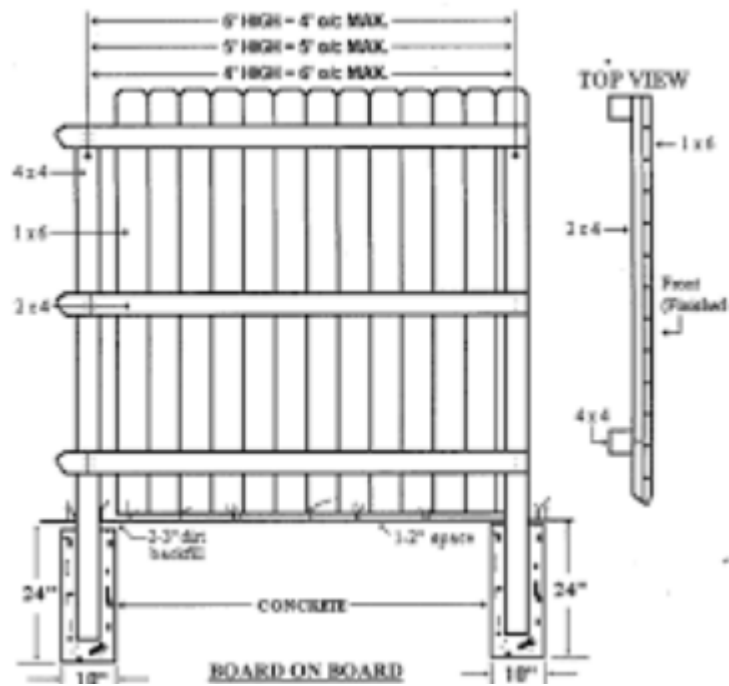
- Many land use challenges have existed in this corridor and continue today
- Key property at SW Graeser and Olive is vacant. Significant interest in site but no formal proposals have come forward.
- Several vacant properties on south side of corridor within residentially zoned property.
- North side of Olive has seen re-investment; south side much less
- Compatibility of future development near residential remains a significant interest and barrier. Indentures affect some properties.
- Comp plan spoke to challenges and recommendations at a higher level
- Requires extensive public engagement to have a meaningful discussion on any future land use code changes.

EAST OLIVE CORRIDOR ZONING UPDATES

■ **Discussion—key issues**

- Impacts on Olia Village redevelopment in the East Olive corridor.
- Resume East Olive Corridor zoning updates, review allowable uses and development form.
- Understand time commitment. Lengthy process with significant public engagement required. Affected property owners and adjacent residents likely have differing views.

FENCE CODE



CURRENT REGULATIONS

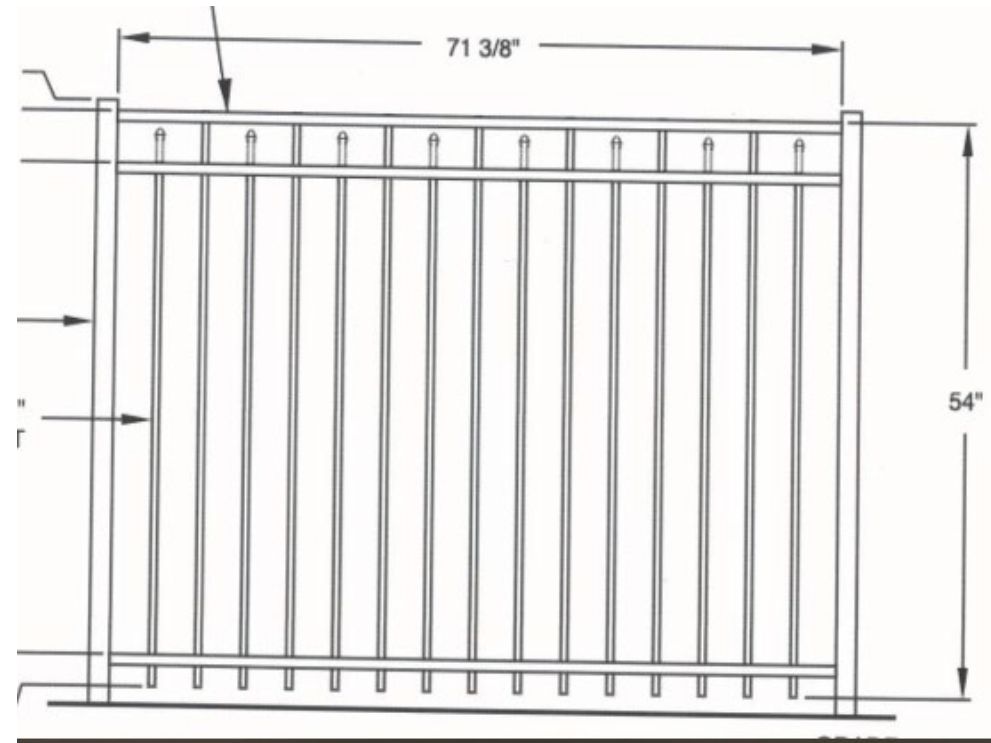
Section 405.640.C. Fences and Walls

- Fences Within The Front Yard Section And Along Street Right-Of-Way can be approved at a staff if they meet the following:
 - setback at least fifteen (15) feet from the property line
 - no more than four (4) feet in height
 - open slatted decorative metal fencing
- Majority of fences that seek Planning and Zoning Commission approval are open slatted metal fences but are taller than 4 feet and/or closer than 15 feet to the property line.

EXAMPLE APPROVED BY PLANNING AND ZONING COMMISSION



9 Ladue Meadows fence location
shown 10 ft from rear property line
adjacent to Mosley Forest Drive
Right-of-Way



4.5 foot aluminum fence

EXAMPLE DENIED BY PLANNING AND ZONING COMMISSION

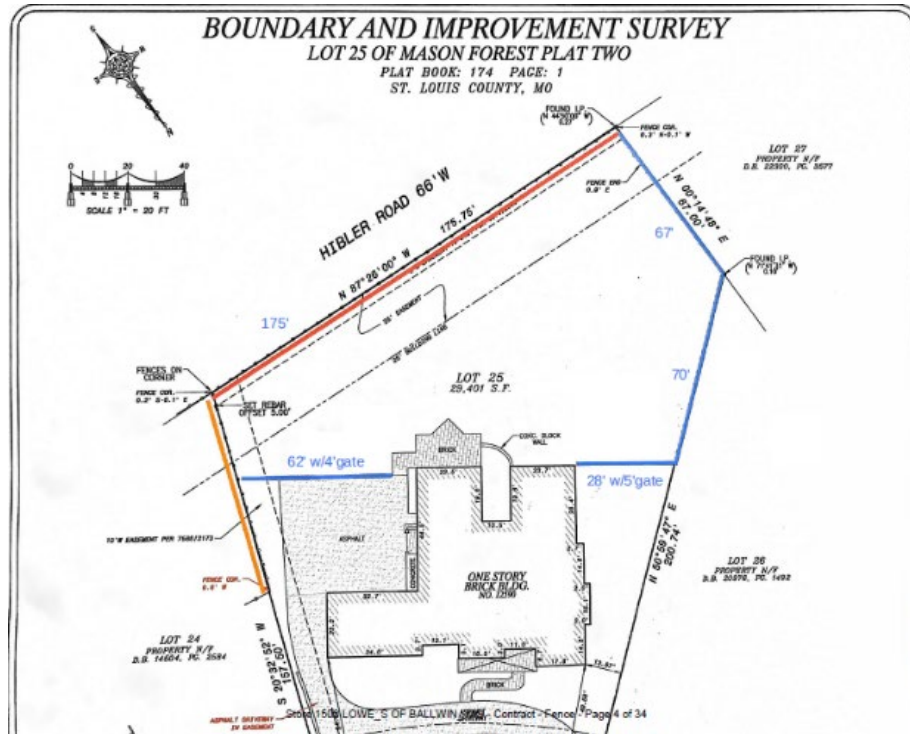


11304 Ladue Road fence location shown in front of the house and 15 feet from South Mosley Road right-of-way

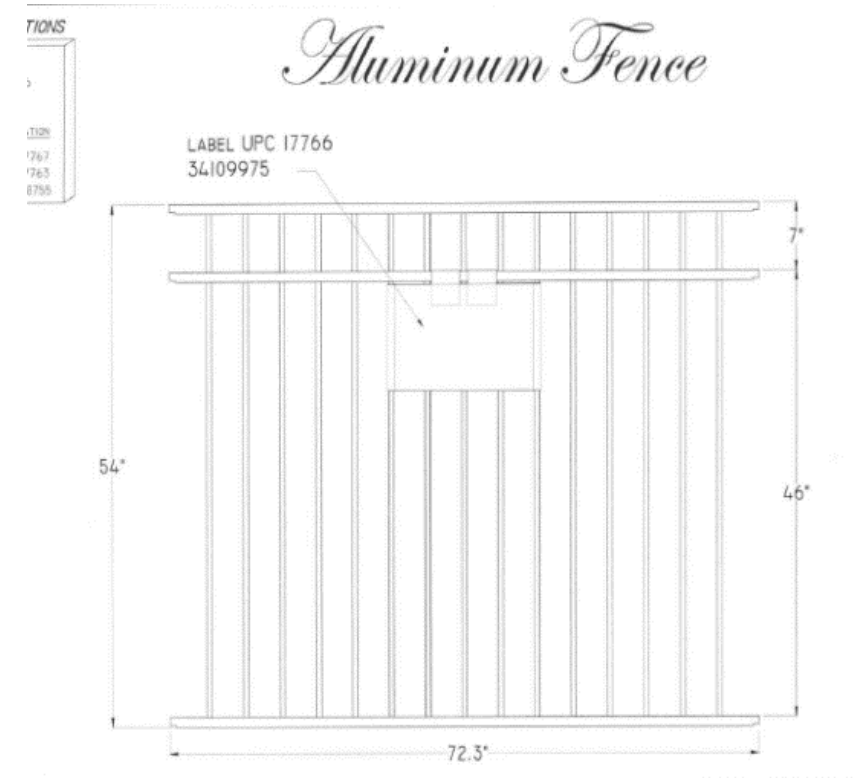


4-foot white vinyl fence

UPCOMING AGENDA FOR PLANNING AND ZONING REVIEW



12590 Hibler Woods fence location shown
at rear property line adjacent to Hibler
Road Right-of-Way



4.5 foot aluminum fence

EXPANSION OF STAFF LEVEL FENCE APPROVALS

- Allowing front yard fences to the side or rear of the house to be approved at staff level for through lots and corner lots:
 - 6 feet tall
 - Up to the property line
 - Metal or aluminum materials
- All other materials would still require PZ review and approval in front yards or along street right of way.

EXPANSION OF STAFF LEVEL FENCE APPROVALS

- Adding more clear review considerations to give PZ guidance for approval including:
 - Compatibility with surrounding area
 - Whether the site and adjoining properties are used for non-residential purposes
 - Visibility of the fence from the right-of-way
 - Unique screening problems



ACCESSORY BUILDINGS

ACCESSORY BUILDINGS CURRENT REGULATIONS

- Section 405.460.C. Use Limitations
 - Limited to 12 ft in height unless in “A” or “B” residential zoning districts, which can not exceed 15 ft.
 - The total area of *all accessory buildings* shall not exceed the ground floor area of the principal building in a residential district.

ACCESSORY BUILDING CONCERNS

- A single accessory structure can be almost as large as the ground floor of the primary structure
- Design can be less residential and more industrial in character

ACCESSORY BUILDINGS AMENDMENT DISCUSSION

- Introduce additional size restrictions
 - Example: No single accessory structure shall exceed 75% of the primary structure's ground floor square footage
- Add design criteria for accessory structures:
 - Compatibility with the primary structure or residential character of the neighborhood etc.
 - Materials/Colors
- ADUs-Accessory Dwelling Units
 - Consider future regulations to allow ADU's

COMPATIBLE ACCESSORY STRUCTURE EXAMPLE



Existing House



New Accessory Structure



ELECTRIC VEHICLE (EV) INFRASTRUCTURE

ELECTRIC VEHICLE (EV) INFRASTRUCTURE



KNOW YOUR EV CHARGING STATIONS		
 AC Level One	 AC Level Two	 DC Fast Charge
VOLTAGE 120V 1-Phase AC	VOLTAGE 208V or 240V 1-Phase AC	VOLTAGE 208V or 480V 3-Phase AC
AMPS 12–16 Amps	AMPS 12–80 Amps (Typ. 32 Amps)	AMPS >100 Amps
CHARGING LOAD 1.4–1.9 kW	CHARGING LOAD 2.5–19.2 kW (Typ. 6.6 kW)	CHARGING LOAD 50–350 kW
CHARGING TIME 3–5 Miles per Hour	CHARGING TIME 12–60 Miles per Hour	CHARGING TIME 60–80 Miles in 20 Minutes

CREVE COEUR LEVEL 2 EXAMPLES



EDGE@BRDG

LEVEL 3 (DCFC) CHARGING EXAMPLES



DCFC STATIONS EXAMPLES



EV DRAFT REGULATIONS PURPOSE



- Regulate EV chargers as an Accessory Use in Non-Residential Districts
 - Level 1 and Level 2 can be granted approval at the staff level if all location requirements are met.
 - Level 3 (DCFC) can be granted by PZ as a minor site plan review.
- Larger Standalone use DCFC stations would require a Conditional Use Permit similar to gas station uses with setback, buffer, fence and landscaping requirements.



WHEN EV CHARGING SPACES ARE REQUIRED

- **New Section 405.680 Electric Vehicle Charging Requirements (Off-Street Parking and Loading Regulations)**
- Any new parking facility shall provide EVSE Installed or EV Ready charging stations as follows:
 - 3% or a minimum of 1 for any non-residential use, including commercial, office, or light industrial uses
 - 5% or a minimum of 1 for any multi-family use
 - In the case of a mixed-use residential and commercial building, the required number of electric vehicle charging parking spaces shall be computed separately for each use.
- Does not apply to churches or non-profits per new state law.

EV DRAFT REGULATIONS DEVELOPMENT EXAMPLES

Development Examples

Use	Address	Parking Configuration	Required/Provided Total Parking	Formula	Proposed Required EV Parking
Little Sunshine Daycare	515 N Lindbergh	Surface	21/24	3% of Required Parking Spaces/1 space min.	1/1
M1 Bank	11557 Olive	Surface	25/50	3% of Required Parking Spaces/1 space min.	1/2
BJC West County Hospital Building	12634 Olive	Surface	410	3% of Required Parking Spaces/1 space min.	12
First Bank HQ	11901 Olive	Surface/Structured	281/286	3% of Required Parking Spaces/1 space min.	8/9
Edge@BRDG	1001 N Warson	Surface	330	3% of Required Parking Spaces/1 space min.	10
Vanguard Heights Creve Coeur	10362 Old Olive	Structured/Limited Surface	299	5% of Required Parking Spaces/1 space min.	15

CONCLUSION

■ **Setting Priorities**

1. Bayer East Campus Plan Update
2. Comprehensive Plan Review
3. EV Charging Regulations
4. Fence Code Updates and Accessory Buildings Ordinance Update
(can be taken together)
5. East Olive Corridor Zoning Updates

■ ***Others?***



**REGULAR MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
AUGUST 26, 2024
7:00 PM**

CALL TO ORDER

A regular meeting of the City Council of the City of Creve Coeur was called to order by Mayor Robert Hoffman at the City Council Chamber, 300 North New Ballas Rd, City of Creve Coeur Government Center, Creve Coeur, MO 63141 on Monday, August 26, 2024, at 7:05 p.m.

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 Donna Spence
Council Member, Ward 2 Tim Carney
Council Member, Ward 2 Kimberly Norwood
Council Member, Ward 3 Drew Newman
Council Member, Ward 4 Joseph Martinich
Council Member, Ward 4 Scott Saunders

Council Member, Ward 3 David Hoffman was absent.

Staff Present: City Administrator Mark Perkins, City Attorney Carl Lumley, Director of Finance Lori Obermoeller, Director of Public Works Jim Heines, Assistant Director of Public Works/City Engineer Steven Berecz, Director of Recreation Jason Valvero, Chief of Police Jeffrey Hartman, Public Information Officer and Management Analyst Melissa Bradford, and City Clerk Kellie Henke.

COMMENTS FROM THE GENERAL PUBLIC

No one requested to speak.

PUBLIC HEARING

1. 2024 Property Tax Rate

Court reporter swore in Director of Finance Lori Obermoeller. Ms. Obermoeller gave a presentation regarding the FY2024 Property Tax Rate (see Exhibit A).

There being no comments from the public, City Attorney Carl Lumley presented exhibits for the record and the public hearing was closed.



**REGULAR MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
AUGUST 26, 2024
7:00 PM**

ACCEPTANCE OF THE AGENDA

RESULT: APPROVED (UNANIMOUS)

MOVER: Council Member Ward 4 Saunders

SECONDER: Council Member Ward 2 Carney

AYES: Manlin, Spence, Carney, Norwood, Newman, Martinich, Saunders

The vote on 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

CONSENT AGENDA

RESULT: APPROVED (UNANIMOUS)

MOVER: Council Member Ward 4 Saunders

SECONDER: Council Member Ward 1 Spence

AYES: Manlin, Spence, Carney, Norwood, Newman, Martinich, Saunders

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

- 2. Approval of July 22, 2024, City Council Regular Meeting Minutes**
- 3. Approval of August 8, 2024, City Council Special Meeting Minutes**
- 4. Appointment of Employer Delegate to attend the LAGERS Annual Meeting
October 24-25, 2024**

BILLS PAYABLE REPORT

For Information Only: Invoices Paid Listing from 7-18-2024 to 8-21-2024



**REGULAR MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
AUGUST 26, 2024
7:00 PM**

UNFINISHED BUSINESS

- 5. Bill No. 6131 - An Ordinance amending the adopted 2025 General Fund Budget of the City of Creve Coeur by authorizing an additional appropriation. Final Reading and Passage.**

City Clerk read Bill No. 6131 for the final time.

RESULT: APPROVED (UNANIMOUS)

MOVER: Council Member Ward 4 Saunders

SECONDER: Council Member Ward 2 Carney

AYES: Manlin, Spence, Carney, Norwood, Newman, Martinich, Saunders

The vote on the motion being 7 ayes and 0 nays, motion carried. Bill No. 6131 becomes Ordinance No. 5904.

NEW BUSINESS

- 6. Bill No. 6132 - An Ordinance Ordering the Levy and Establishment of the Rates of Annual Taxes for Municipal Purposes in the City of Creve Coeur for the Year 2024. First Reading.**

City Clerk read Bill No. 6132 for the first time.

Director of Finance Lori Obermoeller reiterated the proposed new tax rates.

Council Member Saunders made a motion, seconded by Council Member Spence to defer the second reading of Bill No. 6132 to the September 23, 2024, City Council meeting to allow so the Board of Equalization to complete assessed valuations so the residential property and commercial tax rates can be finalized.

RESULT: DEFER 2ND READING OF BILL NO. 6132 TO SEPTEMBER 23, 2024 (UNANIMOUS)

MOVER: Council Member Ward 4 Saunders

SECONDER: Council Member Ward 1 Spence

AYES: Manlin, Spence, Carney, Norwood, Newman, Martinich, Saunders

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



**REGULAR MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
AUGUST 26, 2024
7:00 PM**

- 7. Bill No. 6133 - An Ordinance amending the adopted 2024 General Fund, Enterprise Fund, and Sewer Lateral Fund Budgets of the City of Creve Coeur by transferring funds within the General Fund departments budget and authorizing additional appropriations to the Enterprise Fund and Sewer Lateral Fund Budgets. First Reading.**

City Clerk read Bill No. 6133 for the first time.

Director of Finance Lori Obermoeller presented an overview of the proposed amendments to the General and Enterprise Fund Budgets, which included adjustments for legislative representation, increased agenda software costs, and higher expenses for Concerts in the Park, as well as unanticipated ice repairs and emergency boiler repairs. Additionally, Ms. Obermoeller outlined amendments to the Sewer Lateral Fund to accommodate the increased reimbursement rates in the program.

Council Member Manlin asked how long the reserves in the Sewer Lateral Fund are expected to last. Ms. Obermoeller estimated the reserves should last around 15 years, though this will depend on the number of applications received annually.

- 8. Bill No. 6134 - An Ordinance amending Section 160.010. A.14 of the Open Meetings and Records Ordinance of the City of Creve Coeur. First Reading.**

City Clerk read Bill No. 6134 for the first time.

City Attorney Carl Lumley stated the amendments would bring the Ordinance up to date with current laws regarding closed records.

- 9. Resolution No. 1741 - A Resolution authorizing the City Of Creve Coeur to purchase sixty-three (63) Glock 45 MOS (Modular Optic System) firearms and related equipment from Kiesler Police Supply for the total amount of \$58,587.31.**

City Clerk read Resolution No. 1741.

Chief of Police Jeffrey Hartman stated that the department's current handguns have been discontinued, and replacement parts will no longer be available.



**REGULAR MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
AUGUST 26, 2024
7:00 PM**

RESULT: APPROVED (UNANIMOUS)

MOVER: Council Member Ward 4 Saunders

SECONDER: Council Member Ward 2 Carney

AYES: Manlin, Spence, Carney, Norwood, Newman, Martinich, Saunders

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

10. Resolution No. 1742 - A Resolution authorizing the City of Creve Coeur to purchase one 2024 Ford Explorer 4WD Vehicle from Broadway Ford Truck Sales Inc. for the total amount of \$39,860.00 pursuant to the current Missouri statewide contract.

City Clerk read Resolution No. 1742.

Chief of Police Jeffrey Hartman provided an overview of the purchase under the Missouri statewide contract and stated the vehicle is equipped with a 4-cylinder EcoBoost engine. Chief Hartman mentioned that there are currently no civilian models of the Ford Explorer Hybrid available.

Council Member Spence confirmed that the vehicle would be for administrative use only and would not need to be pursuit-rated.

RESULT: APPROVED (UNANIMOUS)

MOVER: Council Member Ward 4 Saunders

SECONDER: Council Member Ward 2 Carney

AYES: Manlin, Spence, Carney, Norwood, Newman, Martinich, Saunders

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

11. Resolution No. 1743 - A Resolution of the City Council of the City of Creve Coeur, Missouri authorizing the approval of a one-year extension with Local Cleaners, LLC to provide cleaning services at the Creve Coeur Government Center, Police Building, and the Dielmann Recreation Center for a monthly fee of \$5,100.00 (\$61,200.00 Annually).

City Clerk read Resolution No. 1743.

Director of Public Works Jim Heines provided an overview of the extension, noting that staff has been highly satisfied with the quality of services provided.



**REGULAR MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
AUGUST 26, 2024
7:00 PM**

RESULT: APPROVED (UNANIMOUS)

MOVER: Council Member Ward 4 Saunders

SECONDER: Council Member Ward 1 Spence

AYES: Manlin, Spence, Carney, Norwood, Newman, Martinich, Saunders

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

12. Resolution No. 1744 - A Resolution of the City Council of the City of Creve Coeur, Missouri, authorizing the execution of an agreement with Joe Machens Ford Lincoln for the purchase of a 2024 Ford F-250 Crew Cab four-wheel drive pick-up truck with an aluminum flatbed and drop sides for an amount of \$64,223.00

City Clerk read Resolution No. 1744.

Director of Public Works Jim Heines provided an overview of the agreement through the Missouri Department of Transportation (MoDOT) Cooperative Purchase Program, noting that the 2009 truck would be repurposed for use at the golf course.

RESULT: APPROVED (UNANIMOUS)

MOVER: Council Member Ward 4 Saunders

SECONDER: Council Member Ward 2 Carney

AYES: Manlin, Spence, Carney, Norwood, Newman, Martinich, Saunders

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

13. Resolution No. 1745 - A Resolution of the City Council of the City of Creve Coeur, Missouri, authorizing the execution of an agreement with Joe Machens Ford Lincoln for the purchase of a 2024 Ford F-150 Crew Cab Four-Wheel Drive Pick-up Truck for an amount of \$44,954.00.

City Clerk read Resolution No. 1745.

Director of Public Works Jim Heines provided an overview of the agreement through the MoDOT Cooperative Purchase Program and stated that, after review by the Electric Vehicle (EV) subcommittee, purchasing an EV is not recommended at this time.



**REGULAR MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
AUGUST 26, 2024
7:00 PM**

RESULT: APPROVED (UNANIMOUS)

MOVER: Council Member Ward 4 Saunders

SECONDER: Council Member Ward 2 Carney

AYES: Manlin, Spence, Carney, Norwood, Newman, Martinich, Saunders

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

14. Resolution No. 1746 - A Resolution of the City Council of the City of Creve Coeur, Missouri authorizing the purchase of a new 2024 diesel powered 20 cubic yard Monster Vac Leaf Vacuum from Scott's Power Equipment for \$106,672.00

City Clerk read Resolution No. 1746.

Director of Public Works Jim Heines provided an overview of the recommended contract, noting that staff has been highly satisfied with Monster Vac's design and reliability.

RESULT: APPROVED (UNANIMOUS)

MOVER: Council Member Ward 4 Saunders

SECONDER: Council Member Ward 1 Spence

AYES: Manlin, Spence, Carney, Norwood, Newman, Martinich, Saunders

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

15. Resolution No. 1747 - A Resolution of the City Council of the City of Creve Coeur, Missouri, authorizing the execution of a contract with Kirkwood Fence for the Police Station Security Fence Project for the not-to-exceed contract lump sum of \$219,257.00.

City Clerk read Resolution No. 1747.

Assistant Director of Public Works/City Engineer Steven Berecz provided an overview of the recommended contract and stated bids received ranged from \$219,000 to \$296,000.

Council Member Carney confirmed that Director of Community Development Jason Jaggi had approved this type of fence.



**REGULAR MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
AUGUST 26, 2024
7:00 PM**

RESULT: APPROVED (UNANIMOUS)

MOVER: Council Member Ward 4 Saunders

SECONDER: Council Member Ward 1 Spence

AYES: Manlin, Spence, Carney, Norwood, Newman, Martinich, Saunders

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

16. Resolution No. 1748 - A Resolution of the City Council of the City of Creve Coeur, Missouri authorizing the execution of a service order contract with ClearGov for a one time set up fee and for FY2025 subscription fee for the implementation of a web-based Capital Improvement Planning tool and digital Budget Book for the lump sum amount of \$16,986.67.

City Clerk read Resolution No. 1748.

Assistant Director of Public Works/City Engineer Steven Berecz provided an overview of the contract and stated the software would transition the Capital Improvement Program (CIP) and Budget Book to a fully digital, easy to use, easy to read format. Mr. Berecz noted that the software was not originally budgeted for FY2025 and would require a budget amendment.

City Administrator Mark Perkins stated that the software would be a valuable management tool, given the complexity of the CIP and the parks and stormwater sales tax, allowing for more efficient management of an increasing number of projects.

RESULT: APPROVED (UNANIMOUS)

MOVER: Council Member Ward 4 Saunders

SECONDER: Council Member Ward 1 Spence

AYES: Manlin, Spence, Carney, Norwood, Newman, Martinich, Saunders

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

17. Resolution No. 1749 - A Resolution of the City Council of the City of Creve Coeur, Missouri, authorizing the execution of a contract with Trekk Design Group for the first phase of engineering design services for the Woodbridge Manor, Mason Forest Drive, Fernpark Drive, Warington Square, and 252 Bellington Lane projects for the not-to-exceed amount of \$160,714.20.

City Clerk read Resolution No. 1749.



**REGULAR MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
AUGUST 26, 2024
7:00 PM**

Assistant Director of Public Works/City Engineer Steven Berecz provided an overview of the recommended contract for the preliminary engineering study phase of five key stormwater projects identified in the City's 2024 Watershed Management Plan. Mr. Berecz stated that the first phase of engineering design services would be completed in February 2025 and that further engineering services and costs would be presented to the City Council after the initial phase.

RESULT: APPROVED (UNANIMOUS)

MOVER: Council Member Ward 4 Saunders

SECONDER: Council Member Ward 1 Spence

AYES: Manlin, Spence, Carney, Norwood, Newman, Martinich, Saunders

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

18. Resolution No. 1750 - A Resolution of the City Council of the City of Creve Coeur, Missouri authorizing the execution of a contract with Bax Engineering Co. for the first phase of engineering design services for the Sona Lane project for the not-to-exceed amount of \$27,133.00.

City Clerk read Resolution No. 1750.

Assistant Director of Public Works/City Engineer Steven Berecz provided an overview of the recommended contract, stating that the Sona Lane project was identified in the City's 2024 Watershed Management Plan. Mr. Berecz stated that the first phase of engineering design services would be completed in December 2024 and that further engineering services and costs would be presented to the City Council after the initial phase.

Council Member Spence confirmed that the construction would have no impact on the viability of potential commercial properties in the East Olive Corridor.

RESULT: APPROVED (UNANIMOUS)

MOVER: Council Member Ward 4 Saunders

SECONDER: Council Member Ward 2 Carney

AYES: Manlin, Spence, Carney, Norwood, Newman, Martinich, Saunders

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



**REGULAR MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
AUGUST 26, 2024
7:00 PM**

19. Resolution No. 1751 - A Resolution of the City Council of the City of Creve Coeur, Missouri authorizing the execution of a contract with MCI Printing Inc. for printing services for the resident newsletter for the amount of \$69,339.60

City Clerk read Resolution No. 1751.

Public Information Officer and Management Analyst Melissa Bradford outlined the details of the contract and noted that it includes a renewal option for up to three years. Ms. Bradford clarified that the contract is only for the printing of the newsletter, as the costs for mailing and handling services do not meet the threshold requiring City Council approval.

City Administrator Perkins mentioned that the City's monthly newsletter has been a valuable and successful investment, distinguishing the City from most other municipalities in the St. Louis region.

RESULT: APPROVED (UNANIMOUS)

MOVER: Council Member Ward 4 Saunders

SECONDER: Council Member Ward 2 Carney

AYES: Manlin, Spence, Carney, Norwood, Newman, Martinich, Saunders

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

APPOINTMENTS

20. Arts, Energy & Environment, and Personnel Appeals

To approve the appointments as recommended by the Nominating Committee.

Arts

- **Pier Yvette Alsup - appoint for 3 yr. (exp. 6/30/2027)**

Energy and Environment

- **Robert McCormack - appoint for 3 yr. (exp. 6/30/2027)**



**REGULAR MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
AUGUST 26, 2024
7:00 PM**

Personnel Appeals

- **Robert Huekler - appoint for 3 yr. (exp. 6/30/2027)**

RESULT: APPROVED (UNANIMOUS)
MOVER: Council Member Ward 4 Saunders
SECONDER: Council Member Ward 4 Martinich
AYES: Manlin, Spence, Carney, Norwood, Newman, Martinich, Saunders

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

21. Confirmation of Appointment - Board of Adjustment

To confirm that Arnold Mayersohn serves as a regular member of the Board of Adjustment, with a current term expiration of June 30, 2025.

RESULT: APPROVED (UNANIMOUS)
MOVER: Council Member Ward 4 Saunders
SECONDER: Council Member Ward 2 Carney
AYES: Manlin, Spence, Carney, Norwood, Newman, Martinich, Saunders

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

22. Olia Village Community Improvement District Board of Directors

To approve the appointment of Bernie Edler to the Olia Village Community Improvement District Board of Directors.

RESULT: APPROVED (UNANIMOUS)
MOVER: Council Member Ward 4 Saunders
SECONDER: Council Member Ward 2 Carney
AYES: Manlin, Spence, Carney, Norwood, Newman, Martinich, Saunders

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

BUSINESS FROM MAYOR AND CITY COUNCIL

23. Council Liaison Reports



**REGULAR MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
AUGUST 26, 2024
7:00 PM**

Council Member Newman announced that the Parks and Historic Preservation Committee recently met, and Nanci Allen was elected as Chair and Ralph Merola as Vice-Chair. He also highlighted that the Golf Course Pro Shop is offering items for sale in celebration of the course's 100th Anniversary.

BUSINESS FROM CITY ADMINISTRATOR

24. Update on Lake School

City Administrator Mark Perkins provided an update on the Lake School building, noting that efforts to find interest from outside groups were unsuccessful. He mentioned that moving the building would cost an estimated \$250,000, excluding additional coordination and logistical expenses. Mr. Perkins stated that the Parks and Historic Preservation Committee decided to stand by their earlier recommendation to demolish the building. Mr. Perkins noted that items of historical value would be removed from the building prior to demolition.

Council Member Saunders proposed incorporating one or more of the building's historic features in the park's future master plan.

Council Member Martinich confirmed that the bids account for the existing electric power for the tennis court lights. Assistant Director of Public Works/City Engineer Steven Berecz clarified that the City requires electricity to remain active and maintained on-site.

Council Member Manlin expressed confidence that either Bellon Wrecking and Commonwealth Construction would do excellent work.

25. 4th Quarter Financial Report as of June 30, 2024

Director of Finance Lori Obermoeller provided an overview of the preliminary FY2024 Fourth Quarter Financial Report and highlighted revenue increases in most funds, particularly in sales tax, utility taxes, and interest revenue. Expenditures also increased, primarily due to the one-time Legacy Pension Plan payment and higher personnel costs. Ms. Obermoeller stated that the Capital Fund and Park & Stormwater Fund incurred significant project-related expenditures, while the Sewer Lateral Fund experienced a deficit due to increased reimbursement rates. The Public Safety Sales Tax Fund benefited from the new marijuana sales tax but experienced higher expenses due to pension payments. Overall, most funds performed at or above budgeted



**REGULAR MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
AUGUST 26, 2024
7:00 PM**

expectations, with some deficits offset by higher-than-expected revenues.

Council Member Carney confirmed that the funds from the marijuana sales tax are consistent with the original projections.

26. Concession Stand and Pro Shop Renovation Project

Director of Recreation Jason Valvero noted that the concession stand and seating areas are the final sections of the Dielmann Recreation Center yet to undergo renovation. Two options are being considered: moving the golf check-in desk back to the east meeting room to re-establish a dedicated pro shop or keeping it in the concession area. An open house for public feedback is scheduled for September 11, 2024, and staff recommends applying for a Municipal Park Grant to help fund the project.

Mayor Hoffman recommended relocating the golf check-in desk to the east meeting room, emphasizing that it is crucial for course regulation. He noted that this option would facilitate a pro shop, a walk-up window, enhance merchandising, and improve security.

Council Member Carney supported the first option and proposed using an accordion wall instead of a permanent one to allow the space to be opened up for larger parties when needed.

Council Member Martinich expressed concerns about losing part of the east meeting room. Mr. Valvero responded that he does not anticipate any significant issues and noted that seating capacity would be reduced from eighty to fifty people.

ADJOURNMENT

City Administrator Mark Perkins requested to go into Executive Session for contract negotiation and real estate.

RESULT: APPROVED (UNANIMOUS)

MOVER: Council Member Ward 4 Saunders

SECONDER: Council Member Ward 2 Carney

AYES: Manlin, Spence, Carney, Norwood, Newman, Martinich, Saunders

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



**REGULAR MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
AUGUST 26, 2024
7:00 PM**

The meeting adjourned to go into Executive Session at 8:22 p.m.

The regular City Council meeting reconvened at 8:46 p.m. for adjournment.

RESULT: APPROVED (UNANIMOUS)

MOVER: Council Member Ward 4 Saunders

SECONDER: Council Member Ward 1 Spence

AYES: Manlin, Spence, Carney, Norwood, Newman, Martinich, Saunders

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

The meeting adjourned at 8:46 p.m.

Submitted by:

Kellie Henke
City Clerk

Dr. Robert Hoffman
Mayor



2024 Property Tax Levy & Public Hearing

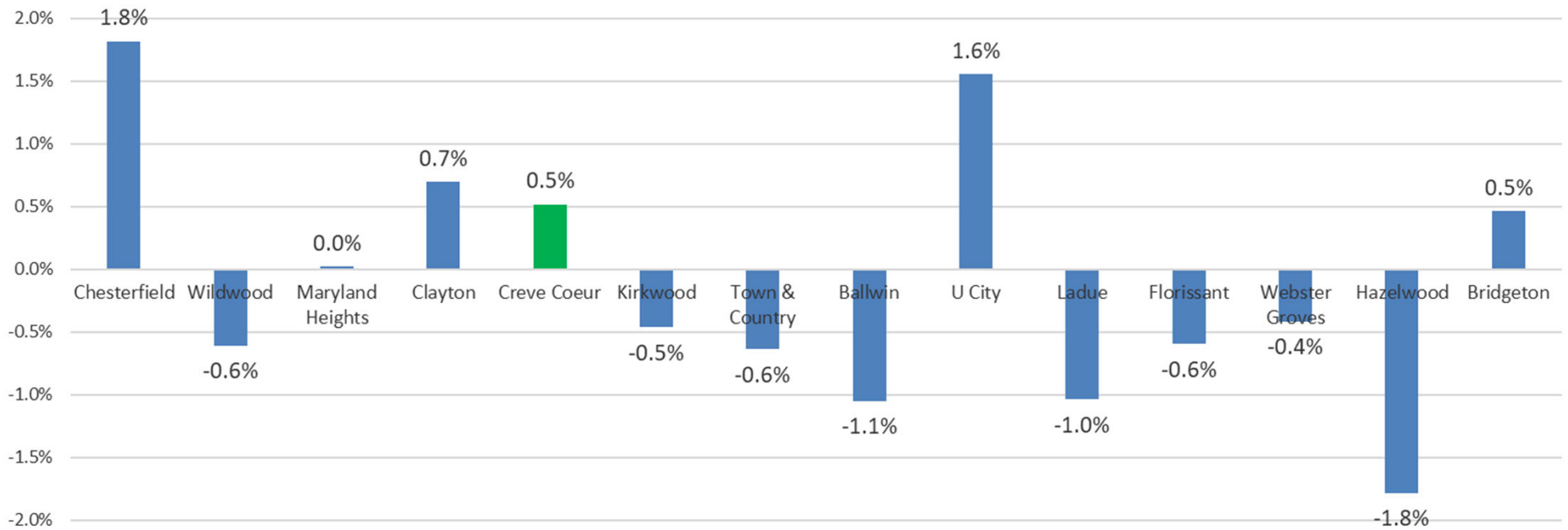
Monday, August 26, 2024



	Current 2023		2024 Proposed	
	<u>Tax Rate</u>	<u>Debt Levy</u>	<u>Tax Rate</u>	<u>Debt Levy</u>
Residential	.067	.082	.068	.082
Commercial	.080	.082	.079	.082
Agricultural	.024	.082	.056	.082
Personal*	.000	.082	.000	.082

*No City Tax assessed on Personal Property except for Debt Service Levy which is dedicated to retiring the 2017 GO Bonds, as required under State Statute

**% Change from 2023 Post BOE
Assessed Valuation among 14 Surrounding Cities**



Revenue Projections for General Fund and Debt Service Fund

	2023 Rate	2023 General Fund Revenue	2023 Debt Revenue	2024 Rate	2024 General Fund Revenue	2024 Debt Revenue
Residential	0.155	489,998	599,699	0.15	498,346	600,946
Commercial	0.165	331,354	339,638	0.161	345,245	358,356
Agricultural	0.106	2	7	0.138	2	3
Personal Property	0.082	0	142,568	0.082	0	128,210
		* 821,355	* 1,081,913		* 843,593	* 1,087,515
* Prior to Uncollectibles						

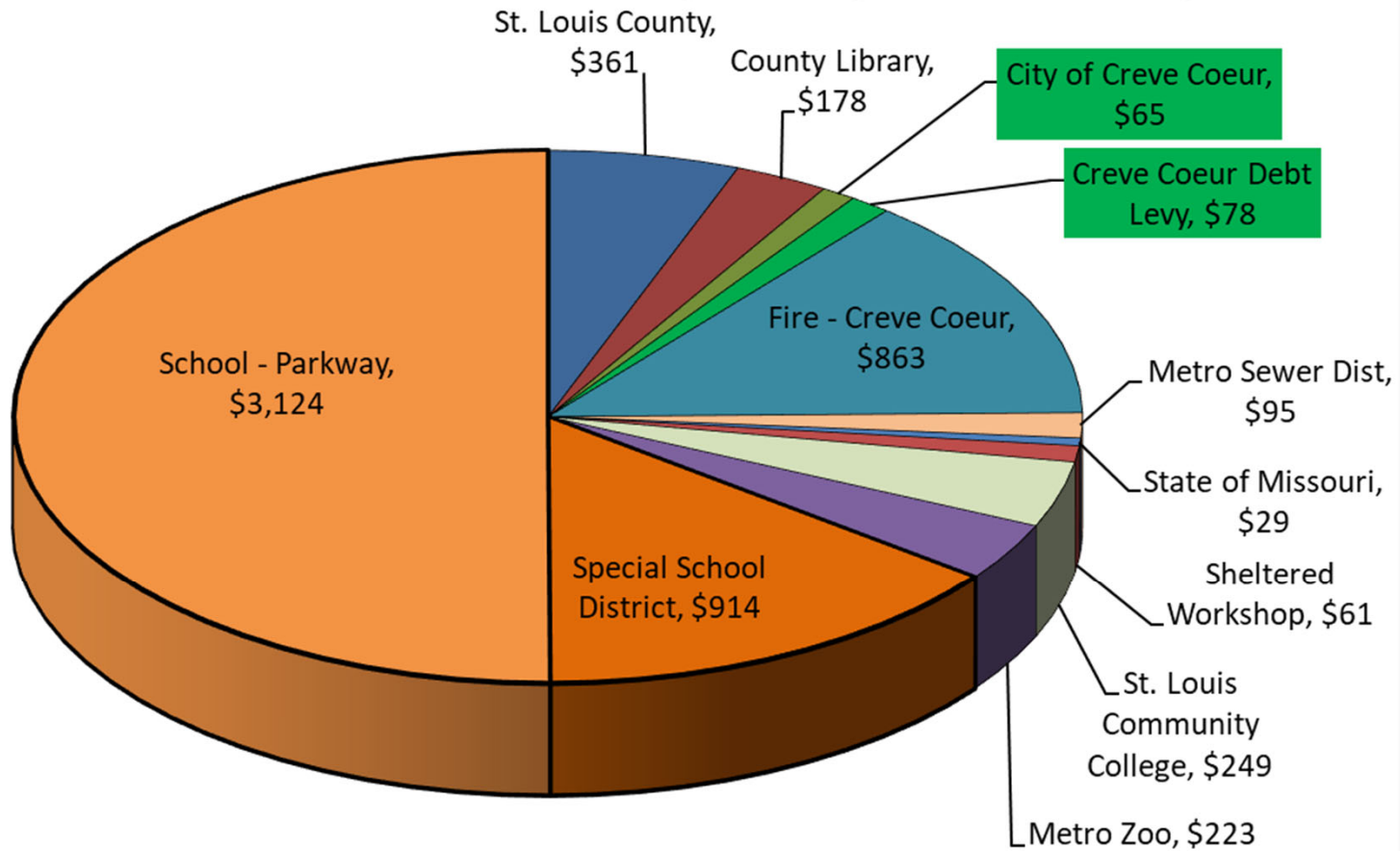
Where Does My Property Tax Go?

(Based on \$500,000 Home)

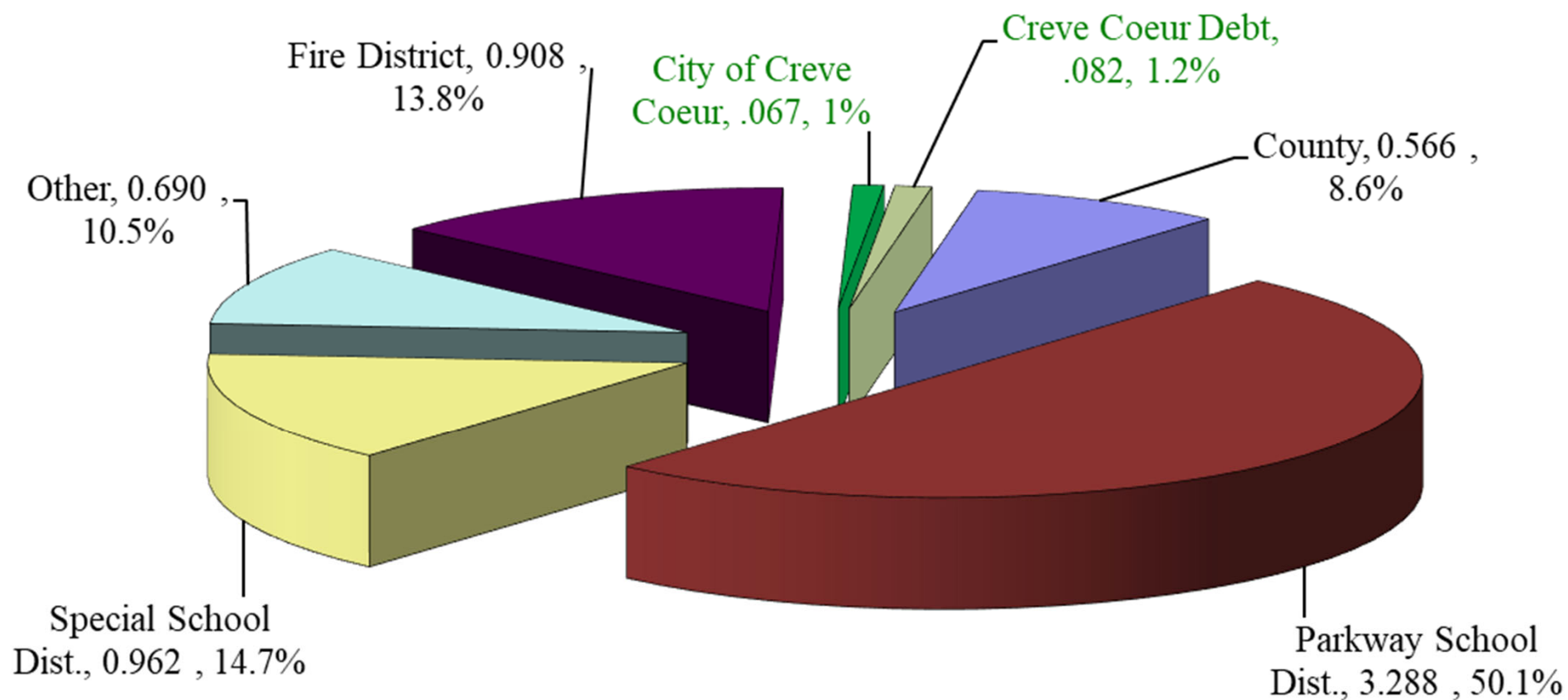


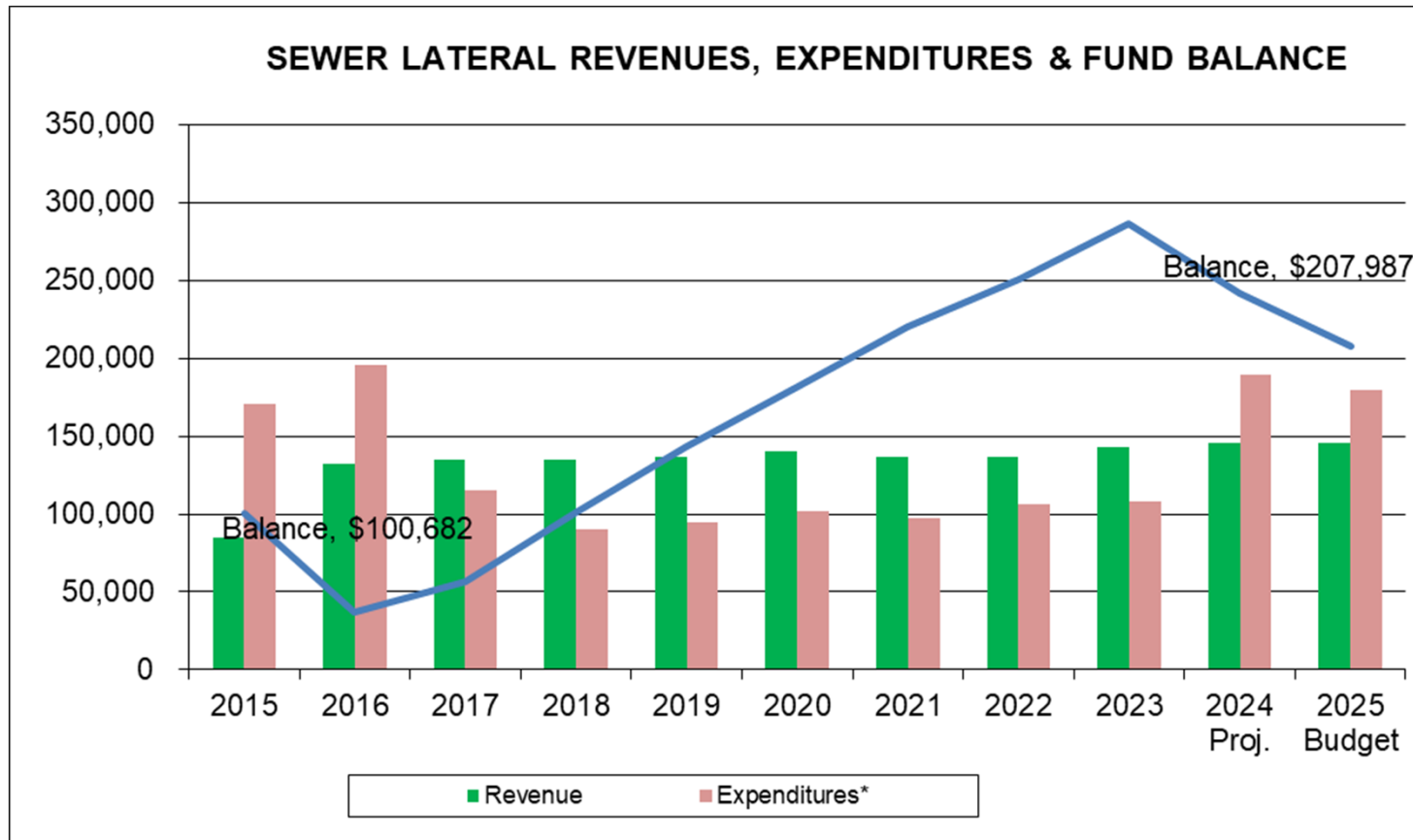
Tax Entity	Rate	Cost
Parkway School District	3.2883	\$3,124
Ladue School District	3.6100	\$3,430
Special School District	0.9616	\$914
Creve Coeur Fire District	0.9080	\$863
St. Louis County	0.3790	\$360
Metro Zoo	0.2340	\$222
Library	0.1870	\$178
Community College	0.2619	\$249
Sewer	0.0997	\$95
Sheltered Workshop	0.0640	\$61
City of Creve Coeur	0.0680	\$65
City of Creve Coeur Debt Levy	0.0820	\$78
State	0.0300	\$29
Total Tax Parkway	6.5635	\$6,238
Total Tax Ladue	6.8852	\$6,544

Tax Amounts for \$500K Home, Total Taxes Paid \$6,240 (Parkway School District)



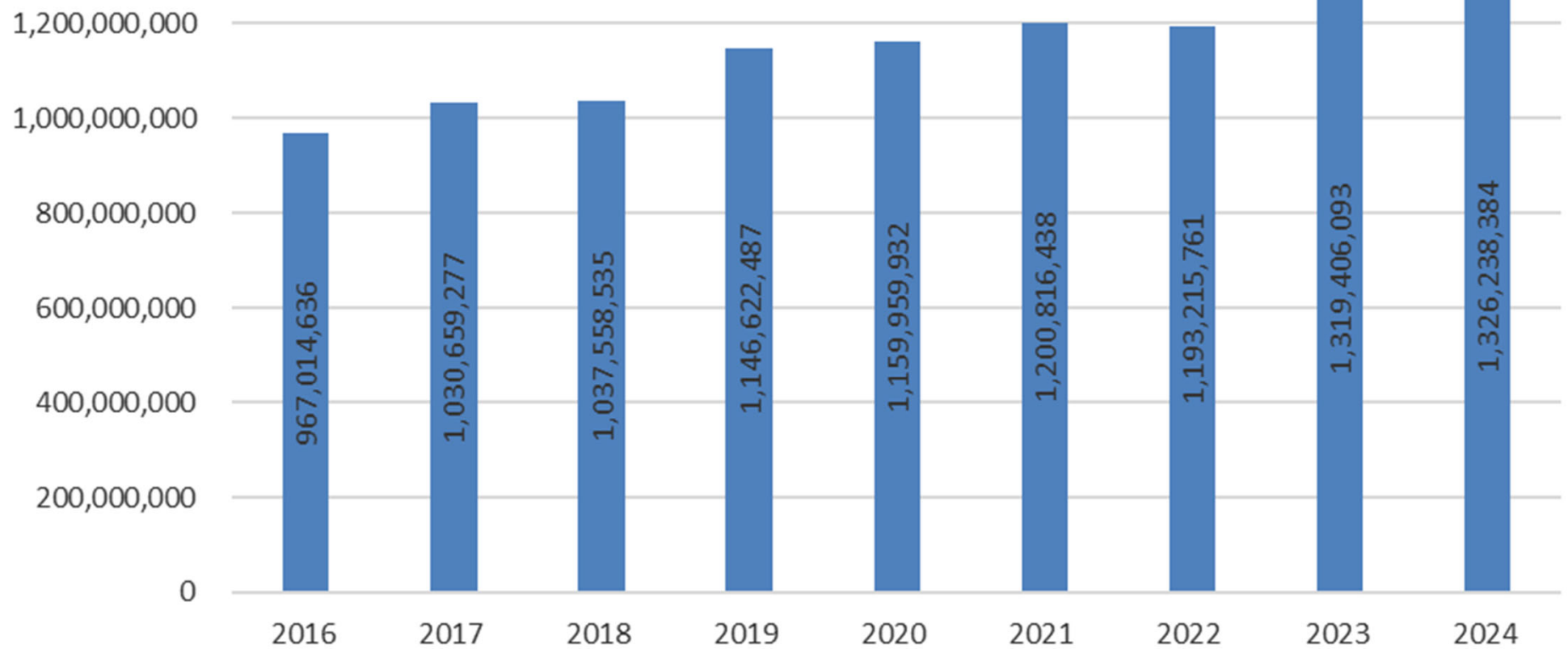
Creve Coeur is only 2.2% of 2024 Residential Tax Bill (includes Debt Levy)





- 1999 - Residents approved \$28 Fee; 80% Reimbursement up to \$7,500
- 2012 - Lowered Fee to \$18
- 2016 - Reverted Fee back to \$28
- 2017 – Lowered Reimbursement from 80% to 50%; **Effective 10/1/23; 50% to 70%**

Creve Coeur's Assessed Valuation 2016-2024





Defeasance Escrow

- City Council Approved a Defeasance November 2022
- Set Up to Provide Redemption of Outstanding Bonds prior to the 1st Call Date of March 2025
- Allows the City to Continue to Charge the Original Debt Service Levy of \$.082 per \$100 of AV
 - Don't have to Reduce the Debt Service Levy
 - Any Excess funds are put in the Defeasance Escrow to Pay Down Debt
- A Defeasance is done until the 1st Call Date of the Bonds (March 2025) & May Need to be Done Twice (then City would have to pay twice); however only once was necessary for the City



2017 General Obligation Bond \$1.2M Excess Proceeds (6/30/24)

Required to Use the Funds for Safety, Security and Accessibility for
Renovation of the Government Center

- If not used by March 2025, the City Council may want to consider using to pay down the debt
- \$210,000 in FY 2025 Budget for Police Parking Lot Security Fence



Questions and Answers



MEMORANDUM

DATE: September 4, 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 August 22, 2024 to September 4, 2024 in the amount of \$1,034,988.97.



Creve Coeur, MO

Council Report of invoices Paid Listing

By Fund

Payment Dates 8/22/2024 - 9/4/2024

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
Fund: 01 - GENERAL FUND						
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	20 BUS PASSES	01-2410	DFT0009412	22.00
MISSOURI DEPARTMENT OF REVENUE	CVC JUL 24	08/29/2024	CRIME VICTIMS COMPENSAT	01-2413	67890	15.00
MISSOURI DEPARTMENT OF REVENUE	CVC JUL 24	08/29/2024	MISC POLICE FUND REVENU	01-4604	67890	-0.74
ST LOUIS COUNTY CIRCUIT CLERK	INV0002179	08/29/2024	GARNISHMENT	01-2111	67897	96.92
MISSOURI DEPARTMENT OF REVENUE	POST JUL 24	08/29/2024	POST COMMISSION FUND JU	01-2412	67891	4.00
PAYROLL MS CONTRIBUTION	INV0002180	08/30/2024	ICMA ROTH IRA %	01-2319	DFT0009382	208.52
FAMILY SUPPORT DIVISION CHILD SUPPORT OFFICE	INV0002181	08/30/2024	CHILD SUPPORT	01-2113	DFT0009383	840.93
PAYROLL MS CONTRIBUTION	INV0002182	08/30/2024	ER PENSION 10%	01-2312	DFT0009384	829.30
PAYROLL MS CONTRIBUTION	INV0002182	08/30/2024	MS ROTH IRA CATCHUP\$	01-2318	DFT0009384	40.00
PAYROLL MS CONTRIBUTION	INV0002182	08/30/2024	ICMA ROTH 457 \$	01-2318	DFT0009384	1,677.31
PAYROLL MS CONTRIBUTION	INV0002182	08/30/2024	ICMA ROTH 457 %	01-2318	DFT0009384	4,259.16
PAYROLL MS CONTRIBUTION	INV0002182	08/30/2024	ICMA ROTH IRA \$	01-2319	DFT0009384	477.70
PAYROLL MS CONTRIBUTION	INV0002182	08/30/2024	ICMA 457 %	01-2322	DFT0009384	1,711.49
PAYROLL MS CONTRIBUTION	INV0002182	08/30/2024	ICMA 457 \$	01-2322	DFT0009384	692.33
PAYROLL MS CONTRIBUTION	INV0002182	08/30/2024	ICMA 457 \$	01-2322	DFT0009384	8,052.94
PAYROLL MS CONTRIBUTION	INV0002182	08/30/2024	ICMA LOAN PAYMENT	01-2324	DFT0009384	636.50
VOYA	INV0002183	08/30/2024	VOYA 457\$	01-2321	DFT0009385	290.00
VOYA	INV0002183	08/30/2024	VOYA 457 %	01-2321	DFT0009385	1,615.76
VOYA	INV0002183	08/30/2024	VOYA 457 %	01-2321	DFT0009385	112.49
DEPARTMENT OF TREASURY	INV0002184	08/30/2024	SOCIAL SECURITY	01-2102	DFT0009386	43,815.60
DEPARTMENT OF TREASURY	INV0002184	08/30/2024	MEDICARE	01-2103	DFT0009386	10,247.32
DEPARTMENT OF TREASURY	INV0002184	08/30/2024	FEDERAL WITHHOLDING	01-2104	DFT0009386	34,550.87
PAYROLL MISSOURI WITHHOLDING TAXES	INV0002185	08/30/2024	STATE WITHHOLDING	01-2105	DFT0009387	12,823.00
DEPARTMENT OF TREASURY	INV0002186	08/30/2024	SOCIAL SECURITY	01-2102	DFT0009389	528.56
DEPARTMENT OF TREASURY	INV0002186	08/30/2024	MEDICARE	01-2103	DFT0009389	123.62
DEPARTMENT OF TREASURY	INV0002186	08/30/2024	FEDERAL WITHHOLDING	01-2104	DFT0009389	100.00
PAYROLL MISSOURI WITHHOLDING TAXES	INV0002187	08/30/2024	STATE WITHHOLDING	01-2105	DFT0009390	100.00
LAGERS	9103 AUG 2024	09/03/2024	9103 AUG 2024	01-2317	DFT0009431	199,629.17
ST LOUIS AREA HEALTH INSURANCE TRUST MEDICAL	0924	09/04/2024	GROUP HEALTH SEP 24	01-2211	1188	122,542.37

Council Report of invoices Paid Listing

Payment Dates: 8/22/2024 - 9/4/2024

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
ST LOUIS AREA HEALTH INSURANCE TRUST MEDICAL	0924	09/04/2024	GROUP HEALTH SEP 24	01-2225	1188	3,547.34
EQUITABLE FINANCIAL LIFE INSURANCE COMPANY	1608148	09/04/2024	DENTAL SEP 24	01-2213	1177	6,039.10
EQUITABLE FINANCIAL LIFE INSURANCE COMPANY	1608180	09/04/2024	RETIREES DENTAL SEP 24	01-2226	1177	161.32
AMERICAN UNITED LIFE INSURANCE COMPANY	619325-09/01/24	09/04/2024	VOL AD&D SEP 24	01-2216	1172	68.60
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	VOL LIFE SEP 24	01-2216	1171	1,356.90
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	VOL AD & D SEP 24	01-2216	1171	86.21
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	SHORT TERM DIS SEP 24	01-2222	1171	855.67
						458,157.26
						458,157.26

Department: 11 - LEGISLATIVE SERVICES

Division: 12 - MAYOR AND CITY COUNCIL

ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	7.8.24 Council Dinner	01-11-12-6264	DFT0009412	259.80
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	7.22.24 Council Dinner	01-11-12-6264	DFT0009412	287.00
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	Agenda Review	01-11-12-6264	DFT0009412	58.97
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	7.8.24 Council Dinner	01-11-12-6264	DFT0009412	8.79
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	7.8.24 Council Dinner	01-11-12-6264	DFT0009412	12.97
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	7.8.24 Council Dinner	01-11-12-6264	DFT0009412	11.43
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	Plein Air Art Event - Event Su	01-11-12-7315	DFT0009412	14.98
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	Plein Air Art Event - Event Su	01-11-12-7315	DFT0009412	26.98
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	Plein Air Art Event - Event Su	01-11-12-7315	DFT0009412	59.51
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	Plein Air Art Event - Receptio	01-11-12-7315	DFT0009412	76.59
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	Plein Air Art Event - Receptio	01-11-12-7315	DFT0009412	106.80
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	LIFE SEP 24	01-11-12-5234	1171	43.20

Division 12 - MAYOR AND CITY COUNCIL Total: 967.02

Council Report of invoices Paid Listing

Payment Dates: 8/22/2024 - 9/4/2024

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
Division: 13 - CITY CLERK						
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	RUBBERBANDS	01-11-13-7304	DFT0009412	13.62
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	FY24- Clerk Office Supplies	01-11-13-7304	DFT0009412	44.54
MCLAUGHLIN COURT REPORTING SERVICES INC	083024-1	09/04/2024	PUBLIC HEARING 2024 TAX R	01-11-13-6202	1182	89.60
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	LIFE SEP 24	01-11-13-5234	1171	25.90
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	AD & D SEP 24	01-11-13-5235	1171	2.27
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	LTD SEP 24	01-11-13-5236	1171	18.89
Division 13 - CITY CLERK Total:						194.82
Department 11 - LEGISLATIVE SERVICES Total:						1,161.84
Department: 12 - ADMINISTRATION						
Division: 11 - ADMINISTRATIVE						
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	Pre-Employment Backgroun	01-12-11-6202	DFT0009412	30.85
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	MACHS Pre-Emp Background	01-12-11-6202	DFT0009412	15.55
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	Monthly Credit Report	01-12-11-6202	DFT0009412	45.00
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	Business E-Newsletter Subscr	01-12-11-6262	DFT0009412	76.00
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	Business E-Newsletter Subscr	01-12-11-6262	DFT0009412	76.00
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	PSHRA Membership ACA - \$1	01-12-11-6262	DFT0009412	175.00
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	3CMA Annual Membership	01-12-11-6262	DFT0009412	400.00
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	Wall Street Journal	01-12-11-6262	DFT0009412	12.00
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	Post Dispatch subscription (	01-12-11-6262	DFT0009412	19.94
T MOBILE USA	971998911202409	08/29/2024	CITY PHONES ADMIN 7/21/2	01-12-11-6253	67900	52.89
RICHARD DECOLLO	7502	09/04/2024	YR 3 of 3 funds News letter	01-12-11-6203	67907	279.55
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	LIFE SEP 24	01-12-11-5234	1171	121.09
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	AD & D SEP 24	01-12-11-5235	1171	10.59
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	LTD SEP 24	01-12-11-5236	1171	87.12
Division 11 - ADMINISTRATIVE Total:						1,401.58

Council Report of invoices Paid Listing

Payment Dates: 8/22/2024 - 9/4/2024

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
Division: 14 - MUNICIPAL COURT						
T MOBILE USA	971998911202409	08/29/2024	CITY PHONES COURT 7/21/2	01-12-14-6253	67900	24.75
MARY LEIGHTON BRUNTRAGER	JUDGE JULY 24	08/29/2024	PROVISIONAL JUDGE 7/24 VI	01-12-14-6201	1161	500.00
ODP BUSINESS SOLUTIONS LLC	381599663001	09/04/2024	PRINTING CALCULATOR	01-12-14-7304	67906	48.79
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	LIFE SEP 24	01-12-14-5234	1171	49.73
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	AD & D SEP 24	01-12-14-5235	1171	4.35
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	LTD SEP 24	01-12-14-5236	1171	36.26
Division 14 - MUNICIPAL COURT Total:						663.88
Department 12 - ADMINISTRATION Total:						2,065.46
Department: 13 - FINANCE						
Division: 11 - ADMINISTRATIVE						
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	GFOA Budget Award Applica	01-13-11-6202	DFT0009412	345.00
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	MML Conference Sept 2024 -	01-13-11-6265	DFT0009412	505.00
T MOBILE USA	971998911202409	08/29/2024	CITY PHONES FIN 7/21/24-8/	01-13-11-6253	67900	24.75
PAYROLL MISSOURI WITHHOLDING TAXES	INV0002185	08/30/2024	STATE WITHHOLDING	01-13-11-6202	DFT0009387	0.50
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	LIFE SEP 24	01-13-11-5234	1171	102.72
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	AD & D SEP 24	01-13-11-5235	1171	8.99
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	LTD SEP 24	01-13-11-5236	1171	73.74
Division 11 - ADMINISTRATIVE Total:						1,060.70
Division: 15 - INTERDEPARTMENTAL						
ODP BUSINESS SOLUTIONS LLC	381733779001	08/29/2024	DRC RECEIPT PAPER	01-13-15-7312	67893	137.61
ODP BUSINESS SOLUTIONS LLC	382833708001	08/29/2024	NOTEBOOKS PENS TONER	01-13-15-7312	67893	1,422.20
QUADIENT FINANCE USA INC	PPLN01-08/15/24	08/29/2024	SUPPLY PURCHASE	01-13-15-7304	67895	165.30
ST LOUIS AREA HEALTH INSURANCE TRUST MEDICAL	0924	09/04/2024	GROUP HEALTH SEP 24	01-13-15-5230	1188	16,502.59
ST LOUIS AREA HEALTH INSURANCE TRUST MEDICAL	0924	09/04/2024	GROUP HEALTH SEP 24	01-13-15-5230	1188	-200.00
ODP BUSINESS SOLUTIONS LLC	381599663001	09/04/2024	ADDRESS LABELS	01-13-15-7312	67906	18.00
Division 15 - INTERDEPARTMENTAL Total:						18,045.70

Council Report of invoices Paid Listing

Payment Dates: 8/22/2024 - 9/4/2024

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
Division: 51 - MIS OPERATIONS						
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	rollers for workhorse printer	01-13-51-6213	DFT0009412	49.51
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	(2) bluetooth adapters	01-13-51-6213	DFT0009412	32.93
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	netgear 5port switch	01-13-51-6213	DFT0009412	23.57
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	ear buds bluetoother adapt	01-13-51-6213	DFT0009412	37.95
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	esr pencil case holder	01-13-51-6213	DFT0009412	10.39
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	TV DELIVERED LATE ORDERE	01-13-51-6213	DFT0009412	394.99
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	ipad cases (trimble parks)	01-13-51-6213	DFT0009412	86.03
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	headphones heated mouse	01-13-51-6213	DFT0009412	122.91
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	ipad cases (jim v scott b)	01-13-51-6213	DFT0009412	46.98
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	tablet/xl grip for tablet	01-13-51-6213	DFT0009412	15.15
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	apple pencil usb-c (building)	01-13-51-6213	DFT0009412	69.00
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	TV DELIVERED LATE ORDERE	01-13-51-7331	DFT0009412	394.99
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	(4) Office HS 2021 (pd court	01-13-51-7332	DFT0009412	319.96
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	office hs 2021 (spare it lapto	01-13-51-7332	DFT0009412	149.99
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	Zoom subscription	01-13-51-7332	DFT0009412	55.99
DELL MARKETING LP	10767159628	08/29/2024	DELL OPTIPLEX 7020 BUILDI	01-13-51-7331	1154	1,613.32
DELL MARKETING LP	10768702449	08/29/2024	(2) DELL WD195 LAPTOP DO	01-13-51-7331	1154	402.48
T MOBILE USA	971998911202409	08/29/2024	CITY PHONES MIS 7/21/24-8	01-13-51-6253	67900	24.75
CDW LLC	AA1Q76S	08/29/2024	(4) VIEWSONIC 24" VA2447	01-13-51-7331	1150	417.96
WINNING TECHNOLOGIES IN	30602	09/04/2024	IT PROFESSIONAL SERVICES S	01-13-51-6202	1192	1,845.00
CDW LLC	AA3H31A	09/04/2024	SONICWALL ADVANCED GAT	01-13-51-6213	1173	1,312.46
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	LIFE SEP 24	01-13-51-5234	1171	28.19
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	AD & D SEP 24	01-13-51-5235	1171	2.47
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	LTD SEP 24	01-13-51-5236	1171	20.56
Division 51 - MIS OPERATIONS Total:						7,477.53
Department 13 - FINANCE Total:						26,583.93

Council Report of invoices Paid Listing

Payment Dates: 8/22/2024 - 9/4/2024

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
Department: 14 - COMMUNITY SERVICES						
Division: 11 - ADMINISTRATIVE						
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	Concert Poster	01-14-11-7304	DFT0009412	9.95
BEGINNERS WORLD TENNIS	115	08/29/2024	TENNIS INSTRUCTION AUGU	01-14-11-6202	1148	623.00
MYRLYNN HENLEY	125A	08/29/2024	TAI CHI INSTRUCTION 8/13/2	01-14-11-6202	1163	324.00
DOUGLAS VENTURES LLC	407221224-65	08/29/2024	MONTHLY CLEANING OF PAR	01-14-11-6203	1155	447.02
DOUGLAS VENTURES LLC	408221224-63	08/29/2024	PARK PAVILION CLEANING A	01-14-11-6203	1155	434.00
DOUGLAS VENTURES LLC	408221224-CM12	08/29/2024	PARK PAVILION CLEANING JU	01-14-11-6203	1155	-52.08
GLOBAL PAYMENTS INC	4100183012	08/29/2024	ANNUAL ACTIVE SUBSCRIPTI	01-14-11-6213	1158	2,679.08
J LEES CARPET AND FLOOR CLEANING LLC	4584	08/29/2024	DRC CARPET CLEANING	01-14-11-6203	67885	520.00
DOUGLAS VENTURES LLC	409221224-63	09/04/2024	PARK PAVILION CLEANING SE	01-14-11-6203	1175	434.00
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	LIFE SEP 24	01-14-11-5234	1171	24.10
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	AD & D SEP 24	01-14-11-5235	1171	2.12
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	LTD SEP 24	01-14-11-5236	1171	17.58
Division 11 - ADMINISTRATIVE Total:						5,462.77
Department 14 - COMMUNITY SERVICES Total:						5,462.77
Department: 16 - MUNICIPAL FACILITIES MAINTENANCE						
Division: 11 - ADMINISTRATIVE						
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	PIPE FOR DOOR BUTTON AL	01-16-11-6212	DFT0009412	18.36
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	ALUMINUM ROUND TUBE -	01-16-11-6212	DFT0009412	20.06
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	INDOOR FLY TRP PLUG INS A	01-16-11-6212	DFT0009412	35.28
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	ALUMINUM ROUND TUBE -	01-16-11-6212	DFT0009412	-20.06
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	LOUNGE SUPPLIES FOR CITY	01-16-11-7304	DFT0009412	216.56
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	hdmi items for room	01-16-11-9501	DFT0009412	140.95
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	TV MOUNTS FOR TRAINING/	01-16-11-9501	DFT0009412	257.65
SPIRE	5003001000-08/14/24	08/26/2024	300 N NEW BALLAS CITY HAL	01-16-11-6252	DFT0009413	82.24
LOCAL CLEANERS LLC	000299	08/29/2024	CITY HALL COMMERCIAL CLE	01-16-11-6212	1160	3,000.00
LOCAL CLEANERS LLC	000303	08/29/2024	ADDITIONAL CLEANING AT CI	01-16-11-6212	1160	150.00
CHAMP LANDFILL COMPANY	14450F093	08/29/2024	CITY HALL DEBRIS HAUL OFF/	01-16-11-6212	1151	459.60
UNIFIRST CORPORATION	1880136149	08/29/2024	MAINTENANCE UNIFORMS	01-16-11-7308	1167	8.49
METROPOLITAN ST LOUIS SEWER DISTRICT	284812	08/29/2024	0247372-6: 300 N NEW BALL	01-16-11-6254	67887	1,353.92
K AND K SUPPLY	451623-000	08/29/2024	EXPANSION JOINT AT CITY H	01-16-11-6212	67886	37.60

Council Report of invoices Paid Listing

Payment Dates: 8/22/2024 - 9/4/2024

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
T MOBILE USA	971998911202409	08/29/2024	CITY PHONES BLDG MAINT 7	01-16-11-6253	67900	224.74
UNIFIRST CORPORATION	1880137277	09/04/2024	MAINTENANCE UNIFORMS	01-16-11-7308	1190	8.49
LANDVATTER READY MIX INC	236441	09/04/2024	CONCRETE A CITY HALL FOR	01-16-11-6212	67904	524.55
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	LIFE SEP 24	01-16-11-5234	1171	19.65
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	AD & D SEP 24	01-16-11-5235	1171	1.72
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	LTD SEP 24	01-16-11-5236	1171	14.33
Division 11 - ADMINISTRATIVE Total:						6,554.13
Department 16 - MUNICIPAL FACILITIES MAINTENANCE Total:						6,554.13
Department: 21 - POLICE						
Division: 11 - ADMINISTRATIVE						
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	PHONE CASE AND SCREEN P	01-21-11-6253	DFT0009412	13.98
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	POST DISPATCH MONTHLY C	01-21-11-6262	DFT0009412	10.97
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	GAS USED FBINAA CONFERE	01-21-11-6265	DFT0009412	56.01
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	LODGING FOR FBINAA CONF	01-21-11-6265	DFT0009412	910.20
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	MEAL FBINAA CONFERENCE	01-21-11-6265	DFT0009412	16.67
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	MEAL FBINAA CONFERENCE	01-21-11-6265	DFT0009412	28.53
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	MEAL FBINAA CONFERENCE	01-21-11-6265	DFT0009412	40.74
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	BAND-AIDS FOR FIRST AID KI	01-21-11-6271	DFT0009412	16.96
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	LABELS FOR 2 LABEL MAKER	01-21-11-7304	DFT0009412	59.98
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	GAS FOR CHIEF'S VEHICLE	01-21-11-7307	DFT0009412	53.20
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	REPLACEMENT CHAIR FOR C	01-21-11-9504	DFT0009412	119.99
UNIFIRST CORPORATION	1880136149	08/29/2024	MAINTENANCE UNIFORMS	01-21-11-7308	1167	8.49
T MOBILE USA	971998911202409	08/29/2024	CITY PHONES POLICE 7/21/2	01-21-11-6253	67900	54.50
T MOBILE USA	972253619202409	08/29/2024	PD PHONES AND TABLETS PD	01-21-11-6253	67899	34.74
UNIFIRST CORPORATION	1880137277	09/04/2024	MAINTENANCE UNIFORMS	01-21-11-7308	1190	8.49
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	LIFE SEP 24	01-21-11-5234	1171	295.05
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	AD & D SEP 24	01-21-11-5235	1171	25.82

Council Report of invoices Paid Listing

Payment Dates: 8/22/2024 - 9/4/2024

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	LTD SEP 24	01-21-11-5236	1171	212.81
Division 11 - ADMINISTRATIVE Total:						1,967.13
Division: 21 - INVESTIGATION						
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	REFRIGERATOR FOR EVIDEN	01-21-21-9504	DFT0009412	309.90
T MOBILE USA	972253619202409	08/29/2024	PD PHONES AND TABLETS PD	01-21-21-6253	67899	-19.76
T MOBILE USA	972253619202409	08/29/2024	PD PHONES AND TABLETS PD	01-21-21-6253	67899	47.76
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	LIFE SEP 24	01-21-21-5234	1171	200.25
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	AD & D SEP 24	01-21-21-5235	1171	17.51
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	LTD SEP 24	01-21-21-5236	1171	146.01
Division 21 - INVESTIGATION Total:						701.67
Division: 22 - PATROL						
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	UNLIMITED CAR WASHES FO	01-21-22-6210	DFT0009412	18.99
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	UNLIMITED CAR WASHES FO	01-21-22-6210	DFT0009412	18.99
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	UNLIMITED CAR WASHES FO	01-21-22-6210	DFT0009412	18.99
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	UNLIMITED CAR WASHES FO	01-21-22-6210	DFT0009412	455.76
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	UNLIMITED CAR WASHES FO	01-21-22-6210	DFT0009412	455.76
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	2024 LETSACT CONF - TAPELL	01-21-22-6265	DFT0009412	677.25
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	AAA BATTERIES	01-21-22-7302	DFT0009412	47.66
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	CAR CHARGERS FOR VEHICLE	01-21-22-7302	DFT0009412	181.96
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	4 ZEBRA PRINTER BATTERIES	01-21-22-7304	DFT0009412	151.96
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	NITRILE GLOVES	01-21-22-7316	DFT0009412	355.49
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	DIGITAL CAMERA FOR CRIME	01-21-22-9503	DFT0009412	599.92
T MOBILE USA	972253619202409	08/29/2024	PD PHONES AND TABLETS PD	01-21-22-6253	67899	18.24
LAGERS	9103 AUG 2024	09/03/2024	9103 AUG 2024	01-21-22-5241	DFT0009431	0.31
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	LIFE SEP 24	01-21-22-5234	1171	953.91
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	AD & D SEP 24	01-21-22-5235	1171	83.47

Council Report of invoices Paid Listing

Payment Dates: 8/22/2024 - 9/4/2024

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	LTD SEP 24	01-21-22-5236	1171	592.26
PREFERRED TIRE RECYCLING OF ST LOUIS	SL105027810	09/04/2024	TIRE RECYCLE 50-CAR/LIGHT	01-21-22-6210	1185	71.50
						Division 22 - PATROL Total: 4,702.42
						Department 21 - POLICE Total: 7,371.22
Department: 31 - PUBLIC WORKS						
Division: 11 - ADMINISTRATIVE						
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	BATTERY FOR TRIMBLE/GIS	01-31-11-9503	DFT0009412	66.95
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	RAM MOUNTS FOR TRIMBLE	01-31-11-9503	DFT0009412	225.54
WEATHER OR NOT	10161R	08/29/2024	2024-2025 CONTRACT FOR	01-31-11-6202	67901	6,468.00
T MOBILE USA	971998911202409	08/29/2024	CITY PHONES PW ADMIN 7/2	01-31-11-6253	67900	768.44
DREXEL TECHNOLOGIES INC	INV141006	08/29/2024	SETUP SPEC PARK RESTROO	01-31-11-6260	1156	61.00
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	LIFE SEP 24	01-31-11-5234	1171	121.15
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	AD & D SEP 24	01-31-11-5235	1171	10.61
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	LTD SEP 24	01-31-11-5236	1171	41.23
DREXEL TECHNOLOGIES INC	INV141876	09/04/2024	COPIER LEASE/MAINTENANC	01-31-11-6213	1176	80.81
						Division 11 - ADMINISTRATIVE Total: 7,843.73
Division: 41 - STREET MAINTENANCE						
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	TOWING MIRRORS FOR FOR	01-31-41-6210	DFT0009412	104.61
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	SPRAYER PRESSURE REGULAT	01-31-41-7302	DFT0009412	37.57
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	PACKING TAPE FOR T DELIA	01-31-41-7304	DFT0009412	19.87
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	ADA TILE TACTILE	01-31-41-7305	DFT0009412	220.99
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	SHIRTS FOR PW STAFF	01-31-41-7308	DFT0009412	848.91
HUMAN RESOURCE STAFFIN	1001078762	08/29/2024	PW TEMPORARY EMPLOYEE	01-31-41-6207	1159	2,054.91
NEW FRONTIER MATERIALS LLC	12780478	08/29/2024	PRINCETOWN PATCHES TICK	01-31-41-7305	1164	175.00
UNIFIRST CORPORATION	1880136154	08/29/2024	PW UNIFORMS WEEK OF 08-	01-31-41-7308	1167	66.02
AMERENUE	2316025009-08/08/24	08/29/2024	10276 OLIVE PED LIGHTING	01-31-41-6251	DFT0009416	41.15
MCCONNELLS OF ST LOUIS INC	2408-100167	08/29/2024	SQUEEGEE BLADE REPLACE	01-31-41-7302	1162	77.94
AMERENUE	2523023477-08/08/24	08/29/2024	OLIVE LINDBERGH INTERCHA	01-31-41-6250	DFT0009415	66.43
METROPOLITAN ST LOUIS SEWER DISTRICT	284812	08/29/2024	0473730-0: 996 E RUE DE LA	01-31-41-6254	67887	99.38

Council Report of invoices Paid Listing

Payment Dates: 8/22/2024 - 9/4/2024

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
METROPOLITAN ST LOUIS SEWER DISTRICT	284812	08/29/2024	0549319-2: 1030 N LINDBER	01-31-41-6254	67887	37.58
AMERENUE	5439133005-08/08/24	08/29/2024	10600 OLIVE BLVD OLIVE STR	01-31-41-6251	DFT0009417	50.61
RENTOKIL NORTH AMERICA INC	66610117	08/29/2024	PEST CONTROL AT GARAGE	01-31-41-6212	1166	61.60
T MOBILE USA	971998911202409	08/29/2024	CITY PHONES STREETS 7/21/	01-31-41-6253	67900	923.72
SPIRE	7725111000-08/21/24	09/03/2024	996 RUE DE LA BANQUE 7/2	01-31-41-6252	DFT0009418	37.29
HUMAN RESOURCE STAFFIN	1001078835	09/04/2024	PW TEMPORARY EMPLOYEE	01-31-41-6207	1180	1,921.92
NEW FRONTIER MATERIALS LLC	12783586	09/04/2024	POTHOLES PRINCETOWN TIC	01-31-41-7305	1183	183.75
UNIFIRST CORPORATION	1880137283	09/04/2024	PW UNIFORMS WEEK OF 08-	01-31-41-7308	1190	70.70
MCCONNELLS OF ST LOUIS INC	2408-101745	09/04/2024	211 CRAFTCO SS1 TACK COAT	01-31-41-7305	1181	1,619.97
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	LIFE SEP 24	01-31-41-5234	1171	174.80
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	AD & D SEP 24	01-31-41-5235	1171	15.30
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	LTD SEP 24	01-31-41-5236	1171	127.47
GREENSPRO INC	INV0058989	09/04/2024	HERBICIDE	01-31-41-7303	1178	360.00
GREENSPRO INC	INV0058990	09/04/2024	HERBICIDE GRASS SEED	01-31-41-7303	1178	216.00
PREFERRED TIRE RECYCLING OF ST LOUIS	SL105027810	09/04/2024	TIRE RECYCLE 50-CAR/LIGHT	01-31-41-6210	1185	53.62
					Division 41 - STREET MAINTENANCE Total:	9,667.11

Division: 43 - PARKS MAINTENANCE

ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	TOWING MIRRORS FOR FOR	01-31-43-6210	DFT0009412	34.88
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	MEMORIAL PLAQUE - SCHMI	01-31-43-6212	DFT0009412	44.00
HUMAN RESOURCE STAFFIN	1001078762	08/29/2024	PW TEMPORARY EMPLOYEE	01-31-43-6207	1159	684.97
CHAMP LANDFILL COMPANY	14450F093	08/29/2024	CITY HALL DEBRIS HAUL OFF/	01-31-43-6212	1151	759.85
UNIFIRST CORPORATION	1880136154	08/29/2024	PW UNIFORMS WEEK OF 08-	01-31-43-7308	1167	22.00
AQUATIC CONTROL INC	246582	08/29/2024	CONWAY LAKE TREATMENT	01-31-43-7303	1146	450.00
METROPOLITAN ST LOUIS SEWER DISTRICT	284812	08/29/2024	0783768-5: 902 N MASON R	01-31-43-6224	67887	49.94
METROPOLITAN ST LOUIS SEWER DISTRICT	284812	08/29/2024	0578025-9: 1000 BARNES W	01-31-43-6254	67887	260.06
METROPOLITAN ST LOUIS SEWER DISTRICT	284812	08/29/2024	0567312-4: 10620 COUNTRY	01-31-43-6254	67887	80.84
METROPOLITAN ST LOUIS SEWER DISTRICT	284812	08/29/2024	0472261-7: 12100 CONWAY	01-31-43-6254	67887	49.94
METROPOLITAN ST LOUIS SEWER DISTRICT	284812	08/29/2024	0578184-4: 601 COEUR DE V	01-31-43-6254	67887	290.96
METROPOLITAN ST LOUIS SEWER DISTRICT	284812	08/29/2024	0034325-1: 11370 ST PAUL S	01-31-43-6254	67887	49.94

Council Report of invoices Paid Listing

Payment Dates: 8/22/2024 - 9/4/2024

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
ODP BUSINESS SOLUTIONS LLC	382832671001	08/29/2024	DOG TREATS FOR FINANCE F	01-31-43-6247	67893	25.69
T MOBILE USA	971998911202409	08/29/2024	CITY PHONES PARKS 7/21/24	01-31-43-6253	67900	44.72
SPIRE	7725111000-08/21/24	09/03/2024	996 RUE DE LA BANQUE 7/2	01-31-43-6252	DFT0009418	37.28
HUMAN RESOURCE STAFFIN	1001078835	09/04/2024	PW TEMPORARY EMPLOYEE	01-31-43-6207	1180	640.64
MISSOURI AMERICAN WATER CO	1017-210013559299-08/27/	09/04/2024	12301 CONWAY RD 7/26/24-	01-31-43-6254	67905	20.18
UNIFIRST CORPORATION	1880137283	09/04/2024	PW UNIFORMS WEEK OF 08-	01-31-43-7308	1190	23.56
RENTOKIL NORTH AMERICA INC	3556113	09/04/2024	PEST CONTROL MAINTENAN	01-31-43-6224	1186	71.50
TOTAL LOCK & SECURITY	79933	09/04/2024	MILLENNIUM REPAIRS	01-31-43-6212	67909	1,179.00
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	LIFE SEP 24	01-31-43-5234	1171	88.06
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	AD & D SEP 24	01-31-43-5235	1171	7.71
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	LTD SEP 24	01-31-43-5236	1171	64.21
GREENSPRO INC	INV0058989	09/04/2024	HERBICIDE	01-31-43-7303	1178	120.00
GREENSPRO INC	INV0058990	09/04/2024	HERBICIDE GRASS SEED	01-31-43-7303	1178	72.00
PREFERRED TIRE RECYCLING OF ST LOUIS	SL105027810	09/04/2024	TIRE RECYCLE 50-CAR/LIGHT	01-31-43-6210	1185	17.88

Division 43 - PARKS MAINTENANCE Total: 5,189.81

Department 31 - PUBLIC WORKS Total: 22,700.65

Department: 32 - COMMUNIITY DEVELOPMENT

Division: 11 - ADMINISTRATIVE

MISSOURI VOCATIONAL ENTERPRISES	688606 RI	08/29/2024	NAME PLATE FOR BOA MEM	01-32-11-7304	67892	23.25
BRIDGE TOWER OPCO LLC	745719554	08/29/2024	AD FOR P&Z AT 11980 OLIVE	01-32-11-6260	1149	52.36
BRIDGE TOWER OPCO LLC	745719594	08/29/2024	AD FOR P&Z AT 233 N NEW B	01-32-11-6260	1149	52.36
T MOBILE USA	971998911202409	08/29/2024	CITY PHONES PLNING 7/21/2	01-32-11-6253	67900	24.75
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	LIFE SEP 24	01-32-11-5234	1171	91.74
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	AD & D SEP 24	01-32-11-5235	1171	8.04
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	LTD SEP 24	01-32-11-5236	1171	45.39

Division 11 - ADMINISTRATIVE Total: 297.89

Division: 61 - BUILDING DEPARTMENT

ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	ICC RENEWAL FOR P DICKINS	01-32-61-6261	DFT0009412	204.00
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	RUBBERBANDS	01-32-61-7304	DFT0009412	13.63
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	TACTICAL BAG FOR INSPECT	01-32-61-7308	DFT0009412	30.97

Council Report of invoices Paid Listing

Payment Dates: 8/22/2024 - 9/4/2024

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	OFFICE FLOOR MAT FOR CBO	01-32-61-9504	DFT0009412	49.95
T MOBILE USA	971998911202409	08/29/2024	CITY PHONES BUILDING 7/21	01-32-61-6253	67900	123.75
CHUCKS ACQUISITION CO LL	I3-0001032	08/29/2024	BOOTS FOR BUILDING INSPE	01-32-61-7308	1152	174.95
THE DAVENPORT GROUP USA LTD	24A09-MOCC	08/30/2024	2024-2024 ANNUAL SERVICE	01-32-61-6213	1169	31,870.26
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	LIFE SEP 24	01-32-61-5234	1171	185.31
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	AD & D SEP 24	01-32-61-5235	1171	16.18
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	LTD SEP 24	01-32-61-5236	1171	126.98
Division 61 - BUILDING DEPARTMENT Total:						32,795.98
Department 32 - COMMUNIITY DEVELOPMENT Total:						33,093.87
Fund 01 - GENERAL FUND Total:						563,151.13

Fund: 02 - CAPITAL IMPROVEMENT FUND

Department: 61 - CIP

Division: 71 - CIP

GEORGE L CRAWFORD & ASSOCIATES INC	230260009	08/29/2024	CRAIG ROAD STP PROJECT D	02-61-71-9510	67884	30,666.38
DEKA SERVICE	29985149A	08/29/2024	Change Order #1 - Connect A	02-61-71-9506	67883	4,890.00
DEKA SERVICE	29985149A	08/29/2024	Dielmann East HVAC Replace	02-61-71-9506	67883	3,843.83
ARCHIMAGES INC	41193	08/29/2024	GOLF COURSE MAINT BLDG	02-61-71-9506	1147	1,483.61
TOTAL MECHANICAL SERVICES INC	6	09/04/2024	Ice Rink R-22 Switchover Proj	02-61-71-9506	1189	292,604.75
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	LIFE SEP 24	02-61-71-5234	1171	42.26
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	AD & D SEP 24	02-61-71-5235	1171	3.70
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	LTD SEP 24	02-61-71-5236	1171	30.82
Division 71 - CIP Total:						333,565.35
Department 61 - CIP Total:						333,565.35
Fund 02 - CAPITAL IMPROVEMENT FUND Total:						333,565.35

Fund: 05 - PARKS & STORMWATER FUND

Department: 61 - CIP

Division: 71 - CIP

SITEONE LANDSCAPE SUPPLY HOLDING LLC	145259583-001	09/04/2024	ROCK FOR RETAINING WALL	05-61-71-9506	67908	434.00
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	LIFE SEP 24	05-61-71-5234	1171	38.71
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	AD&D SEP 24	05-61-71-5235	1171	3.39

Council Report of invoices Paid Listing

Payment Dates: 8/22/2024 - 9/4/2024

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	LTD SEP 24	05-61-71-5236	1171	28.23

Division 71 - CIP Total:	504.33
Department 61 - CIP Total:	504.33
Fund 05 - PARKS & STORMWATER FUND Total:	504.33

Fund: 06 - MUNICIPAL ENTERPRISE FUND
Department: 14 - COMMUNITY SERVICES
Division: 31 - ICE ARENA

ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	Ice Tech Assoc. Dues	06-14-31-6262	DFT0009412	95.00
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	id printer ribbon	06-14-31-7304	DFT0009412	83.99
MISSOURI AMERICAN WATER CO	1017-210013831700-08/26/	08/29/2024	11400 OLDE CABIN RD 7/19/	06-14-31-6254	67889	1,209.79
METROPOLITAN ST LOUIS SEWER DISTRICT	284812	08/29/2024	1049261-9: 11400 OLDE CAB	06-14-31-6254	67887	885.66
DEKA SERVICE	35761778	08/29/2024	REPAIR OF BATHROOM VENT	06-14-31-6212	67883	823.69
DEKA SERVICE	35761801	08/29/2024	REPAIR OF BATHROOM VENT	06-14-31-6212	67883	830.79
DEKA SERVICE	35761862	08/29/2024	REPAIR OF BATHROOM VENT	06-14-31-6212	67883	822.50
DOUGLAS VENTURES LLC	407565001-220	08/29/2024	MONTHLY CLEANING AT DRC	06-14-31-6203	1155	1,673.75
DOUGLAS VENTURES LLC	408565001-219	08/29/2024	DRC ICE RINK CLEANING AU	06-14-31-6203	1155	1,625.00
DOUGLAS VENTURES LLC	408565001-CM13	08/29/2024	DRC ICE RINK CLEANING JULY	06-14-31-6203	1155	-97.50
GLOBAL PAYMENTS INC	4100183012	08/29/2024	ANNUAL ACTIVE SUBSCRIPTI	06-14-31-6213	1158	2,679.07
VESTIS GROUP INC	6170312159	08/29/2024	DRC MOP AND TOWEL SERVI	06-14-31-7301	1168	41.22
VESTIS GROUP INC	6170314707	08/29/2024	DRC MOP AND TOWEL SERVI	06-14-31-7301	1168	41.22
T MOBILE USA	971998911202409	08/29/2024	CITY PHONES GOLF 7/21/24-	06-14-31-6253	67900	24.75
T MOBILE USA	971998911202409	08/29/2024	CITY PHONES ICE RINK 7/21/	06-14-31-6253	67900	24.75
ELECTRICAL & DATA SERVICE COMPANY	I000844-1	08/29/2024	DRC WALL CLOCK	06-14-31-6212	1157	410.85
ELECTRICAL & DATA SERVICE COMPANY	I000861-1	08/29/2024	DRC WALL CLOCK WIRING IN	06-14-31-6212	1157	205.00
SPIRE	4981701000-08/22/24	09/03/2024	11400 OLDE CABIN RD 7/19/	06-14-31-6252	DFT0009436	869.53
NEW SYSTEM LLC	104045	09/04/2024	MISC RINK SUPPLIES DRC	06-14-31-7301	1184	223.84
DOUGLAS VENTURES LLC	409565001-219	09/04/2024	DRC ICE RINK CLEANING SEP	06-14-31-6203	1175	1,625.00
VESTIS GROUP INC	6170317219	09/04/2024	DRC MOP AND TOWEL SERVI	06-14-31-7301	1191	41.22
RHINE PARACO GAS OF ST LOUIS LLC	840216	09/04/2024	PROPANE FOR OLY	06-14-31-7301	1187	192.51
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	LIFE SEP 24	06-14-31-5234	1171	63.37
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	AD & D SEP 24	06-14-31-5235	1171	5.56
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	LTD SEP 24	06-14-31-5236	1171	46.23

Division 31 - ICE ARENA Total:	14,446.79
--------------------------------	-----------

Council Report of invoices Paid Listing

Payment Dates: 8/22/2024 - 9/4/2024

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
Division: 32 - GOLF MAINTENANCE						
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	trailer tires FY25	06-14-32-6211	DFT0009412	51.48
MISSOURI AMERICAN WATER CO	1017-210013831700-08/26/	08/29/2024	11400 OLDE CABIN RD 7/19/	06-14-32-6254	67889	6,952.10
POMPS TIRE SERVICE INC	1240046645	08/29/2024	TIRES TRUCK 214	06-14-32-6210	1165	476.28
SITEONE LANDSCAPE SUPPLY HOLDING LLC	144975736-001	08/29/2024	PYLEX AND DRIVE HERBICIDE	06-14-32-7303	67896	711.70
SITEONE LANDSCAPE SUPPLY HOLDING LLC	145166867-001	08/29/2024	FESCUE SEED AND SPRAY DY	06-14-32-6212	67896	572.00
SITEONE LANDSCAPE SUPPLY HOLDING LLC	145166867-001	08/29/2024	FESCUE SEED AND SPRAY DY	06-14-32-7303	67896	131.00
T MOBILE USA	971998911202409	08/29/2024	CITY PHONES GOLF MAINT 7	06-14-32-6253	67900	24.75
AMERENUE	0639074006-08/13/24	09/04/2024	11400 OLDE CABIN LAKE FO	06-14-32-6250	DFT0009421	187.93
HELENA CHEMICAL CO	235281549	09/04/2024	WETTING AGENT AND RYE G	06-14-32-6212	1179	720.00
HELENA CHEMICAL CO	235281549	09/04/2024	WETTING AGENT AND RYE G	06-14-32-7303	1179	230.00
AMERENUE	4863142006-08/13/24	09/04/2024	11400 OLDE CABIN GOLF FA	06-14-32-6250	DFT0009419	322.79
AMERENUE	7072604119-08/13/24	09/04/2024	11400 OLDE CABIN MAINT S	06-14-32-6250	DFT0009420	63.19
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	LIFE SEP 24	06-14-32-5234	1171	54.92
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	AD & D SEP 24	06-14-32-5235	1171	4.81
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	LTD SEP 24	06-14-32-5236	1171	40.04
GREENSPRO INC	INV0058978	09/04/2024	18-9-18 FERTILIZER FOR GRE	06-14-32-7303	1178	543.20
GREENSPRO INC	INV0058979	09/04/2024	PYLEX HERBICIDE	06-14-32-7303	1178	368.00
ADVANCED TURF SOLUTIONS INC	SO1212476	09/04/2024	RIZO FESCUE SEED AND ROU	06-14-32-6212	1170	145.90
ADVANCED TURF SOLUTIONS INC	SO1212476	09/04/2024	RIZO FESCUE SEED AND ROU	06-14-32-7303	1170	442.60
Division 32 - GOLF MAINTENANCE Total:						12,042.69
Division: 33 - PRO-SHOP						
YAMAHA MOTOR FINANCE CORPORATION USA	851306	08/29/2024	Year 2 of 4 Year Lease	06-14-33-9503	67902	5,340.00
METROPOLITAN ST LOUIS SEWER DISTRICT	284812	08/29/2024	1049261-9: 11400 OLDE CAB	06-14-33-6254	67887	295.22
VESTIS GROUP INC	6170312159	08/29/2024	DRC MOP AND TOWEL SERVI	06-14-33-7301	1168	29.13
VESTIS GROUP INC	6170314707	08/29/2024	DRC MOP AND TOWEL SERVI	06-14-33-7301	1168	29.13
SPIRE	4981701000-08/22/24	09/03/2024	11400 OLDE CABIN RD 7/19/	06-14-33-6252	DFT0009436	372.66
YAMAHA MOTOR FINANCE CORPORATION USA	411097	09/04/2024	GOLF CART FRAMES REPAIR -	06-14-33-6210	67910	5,075.14
VESTIS GROUP INC	6170317219	09/04/2024	DRC MOP AND TOWEL SERVI	06-14-33-7301	1191	29.13
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	LIFE SEP 24	06-14-33-5234	1171	20.24

Council Report of invoices Paid Listing

Payment Dates: 8/22/2024 - 9/4/2024

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	AD & D SEP 24	06-14-33-5235	1171	1.77

Division 33 - PRO-SHOP Total: 11,192.42

Division: 34 - FOOD SERVICES

ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	ServSafe Alcohol Course for	06-14-34-6261	DFT0009412	30.00
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	Cups	06-14-34-8317	DFT0009412	11.38
D AND D DISTRIBUTORS LLP	145985	08/29/2024	BEER FOR RESALE	06-14-34-8316	1153	700.60
D AND D DISTRIBUTORS LLP	145986	08/29/2024	SODA FOR RESALE	06-14-34-8317	1153	100.00
PEPSICO BEVERAGE SALES LL	23276464	08/29/2024	SODA FOR RESALE	06-14-34-8317	67894	397.07
VESTIS GROUP INC	6170312159	08/29/2024	DRC MOP AND TOWEL SERVI	06-14-34-7301	1168	23.21
VESTIS GROUP INC	6170314707	08/29/2024	DRC MOP AND TOWEL SERVI	06-14-34-7301	1168	23.21
BREAKTHRU BEVERAGE GROUP	117435143	09/04/2024	BEER FOR RESALE	06-14-34-8316	67903	251.82
D AND D DISTRIBUTORS LLP	151719	09/04/2024	BEER FOR RESALE	06-14-34-8316	1174	402.60
D AND D DISTRIBUTORS LLP	151720	09/04/2024	SODA FOR RESALE	06-14-34-8317	1174	25.00
VESTIS GROUP INC	6170317219	09/04/2024	DRC MOP AND TOWEL SERVI	06-14-34-7301	1191	23.21

Division 34 - FOOD SERVICES Total: 1,988.10

Department 14 - COMMUNITY SERVICES Total: 39,670.00

Fund 06 - MUNICIPAL ENTERPRISE FUND Total: 39,670.00

Fund: 11 - SEWER LATERAL FUND

Department: 61 - CIP

Division: 93 - SEWER LATERAL

STEPHEN & CARRIE TRAMMELL	SLR 07/08/24	08/29/2024	SANITARY SEWER LATERAL R	11-61-93-9315	67898	5,778.50
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	LIFE SEP 24	11-61-93-5234	1171	4.54
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	AD & D SEP 24	11-61-93-5235	1171	0.40
AMERICAN UNITED LIFE INSURANCE COMPANY	G00619325-0000-000-08/12	09/04/2024	LTD SEP 24	11-61-93-5236	1171	3.31

Division 93 - SEWER LATERAL Total: 5,786.75

Department 61 - CIP Total: 5,786.75

Fund 11 - SEWER LATERAL FUND Total: 5,786.75

Fund: 19 - PUBLIC SAFETY FUND

Department: 21 - POLICE

Division: 23 - PUBLIC SAFETY

ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	RECIEVING CREDIT-NOT CCP	19-21-23-6212	DFT0009412	95.00
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	REGIS-2024 HIGHWAY SAFET	19-21-23-6261	DFT0009412	140.00

Council Report of invoices Paid Listing

Payment Dates: 8/22/2024 - 9/4/2024

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	CRIMINAL LEVEL 1-INVEST IN	19-21-23-6261	DFT0009412	515.00
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	NEW MEMBER VIDEO CLASS	19-21-23-6261	DFT0009412	395.00
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	2-AXON TASER INSTRUCTOR	19-21-23-6261	DFT0009412	990.00
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	TRANSPORTATION DURING C	19-21-23-6265	DFT0009412	6.28
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	MEALS DURING CALEA CON	19-21-23-6265	DFT0009412	9.08
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	MEALS DURING CALEA CON	19-21-23-6265	DFT0009412	10.80
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	TRANSPORTATION DURING C	19-21-23-6265	DFT0009412	6.59
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	MEALS DURING CALEA CON	19-21-23-6265	DFT0009412	18.45
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	MEALS DURING CALEA CON	19-21-23-6265	DFT0009412	19.63
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	MEALS DURING CALEA CON	19-21-23-6265	DFT0009412	22.14
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	TRANSPORTATION DURING C	19-21-23-6265	DFT0009412	43.98
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	TRANSPORTATION DURING C	19-21-23-6265	DFT0009412	42.23
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	LODGING DURING CALEA CO	19-21-23-6265	DFT0009412	606.81
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	MEALS DURING CALEA CON	19-21-23-6265	DFT0009412	11.00
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	SHELVING FOR TSO OFFICE	19-21-23-7302	DFT0009412	99.99
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	SHELVING FOR EOC	19-21-23-7302	DFT0009412	159.99
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	LOUNGE SUPPLIES FOR POLI	19-21-23-7304	DFT0009412	593.66
ARVEST BANK OPERATIONS INC	PURCHASES JUL 24	08/22/2024	CABLES FOR PD IT NEEDS	19-21-23-7331	DFT0009412	67.18
SPIRE	0076006378-08/14/24	08/26/2024	350 N NEW BALLAS RD 7/15/	19-21-23-6252	DFT0009414	103.36
MISSOURI AMERICAN WATER CO	1017-220023905711-08/20/	08/29/2024	350 N NEW BALLAS 7/19/24-	19-21-23-6254	67888	1,718.25
Division 23 - PUBLIC SAFETY Total:						5,674.42
Department 21 - POLICE Total:						5,674.42
Fund 19 - PUBLIC SAFETY FUND Total:						5,674.42
Fund: 99 - POOLED CASH						
ARVEST BANK	1797-08/26/24	08/28/2024	EPAYMENT 8/28/24	99-2809	DFT0009437	8,734.15

Payment Dates: 8/22/2024 - 9/4/2024Page 90 of 210

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	563,151.13
02 - CAPITAL IMPROVEMENT FUND	333,565.35
05 - PARKS & STORMWATER FUND	504.33
06 - MUNICIPAL ENTERPRISE FUND	39,670.00
11 - SEWER LATERAL FUND	5,786.75
19 - PUBLIC SAFETY FUND	5,674.42
99 - POOLED CASH	86,636.99
Grand Total:	1,034,988.97

Account Summary

Account Number	Account Name	Payment Amount
01-11-12-5234	GROUP LIFE INSURANCE	43.20
01-11-12-6264	IN TOWN MEETINGS	638.96
01-11-12-7315	SPECIAL EVENTS	284.86
01-11-13-5234	GROUP LIFE INSURANCE	25.90
01-11-13-5235	ACCIDENTAL DEATH INS	2.27
01-11-13-5236	DISABILITY INSURANCE	18.89
01-11-13-6202	TECHNICAL AND PERSO	89.60
01-11-13-7304	GENERAL SUPPLIES	58.16
01-12-11-5234	GROUP LIFE INSURANCE	121.09
01-12-11-5235	ACCIDENTAL DEATH INS	10.59
01-12-11-5236	DISABILITY INSURANCE	87.12
01-12-11-6202	TECHNICAL AND PERSO	91.40
01-12-11-6203	PROFESSIONAL SERVICE	279.55
01-12-11-6253	TELEPHONE	52.89
01-12-11-6262	DUES MEMBERSHIPS &	758.94
01-12-14-5234	GROUP LIFE INSURANCE	49.73
01-12-14-5235	ACCIDENTAL DEATH INS	4.35
01-12-14-5236	DISABILITY INSURANCE	36.26
01-12-14-6201	LEGAL AND ACCOUNTIN	500.00
01-12-14-6253	TELEPHONE	24.75
01-12-14-7304	GENERAL SUPPLIES	48.79
01-13-11-5234	GROUP LIFE INSURANCE	102.72
01-13-11-5235	ACCIDENTAL DEATH INS	8.99
01-13-11-5236	DISABILITY INSURANCE	73.74
01-13-11-6202	TECHNICAL AND PERSO	345.50
01-13-11-6253	TELEPHONE	24.75
01-13-11-6265	TRAVEL & CONFERENCE	505.00
01-13-15-5230	HOSPITAL AND MEDICAL	16,302.59
01-13-15-7304	GENERAL SUPPLIES	165.30

Account Summary

Account Number	Account Name	Payment Amount
01-13-15-7312	OFFICE SUPPLIES	1,577.81
01-13-51-5234	GROUP LIFE INSURANCE	28.19
01-13-51-5235	ACCIDENTAL DEATH INS	2.47
01-13-51-5236	DISABILITY INSURANCE	20.56
01-13-51-6202	TECHNICAL AND PERSO	1,845.00
01-13-51-6213	OFFICE EQUIPMENT MAI	2,201.87
01-13-51-6253	TELEPHONE	24.75
01-13-51-7331	COMPUTER HARDWARE	2,828.75
01-13-51-7332	COMPUTER SOFTWARE	525.94
01-14-11-5234	GROUP LIFE INSURANCE	24.10
01-14-11-5235	ACCIDENTAL DEATH INS	2.12
01-14-11-5236	DISABILITY INSURANCE	17.58
01-14-11-6202	TECHNICAL AND PERSO	947.00
01-14-11-6203	PROFESSIONAL SERVICE	1,782.94
01-14-11-6213	OFFICE EQUIPMENT MAI	2,679.08
01-14-11-7304	GENERAL SUPPLIES	9.95
01-16-11-5234	GROUP LIFE INSURANCE	19.65
01-16-11-5235	ACCIDENTAL DEATH INS	1.72
01-16-11-5236	DISABILITY INSURANCE	14.33
01-16-11-6212	BUILDING AND GROUND	4,225.39
01-16-11-6252	NATURAL GAS	82.24
01-16-11-6253	TELEPHONE	224.74
01-16-11-6254	WATER AND SEWER	1,353.92
01-16-11-7304	GENERAL SUPPLIES	216.56
01-16-11-7308	WEARING APPAREL AND	16.98
01-16-11-9501	BUILDINGS AND IMPRO	398.60
01-2102	FICA WITHHOLDING	44,344.16
01-2103	MEDICARE WITHHOLDIN	10,370.94
01-2104	FEDERAL TAX WITHHOL	34,650.87
01-2105	MISSOURI TAX WITHHOL	12,923.00
01-2111	PAYROLL GARNISHMENT	96.92
01-21-11-5234	GROUP LIFE INSURANCE	295.05
01-21-11-5235	ACCIDENTAL DEATH INS	25.82
01-21-11-5236	DISABILITY INSURANCE	212.81
01-21-11-6253	TELEPHONE	103.22
01-21-11-6262	DUES MEMBERSHIPS &	10.97
01-21-11-6265	TRAVEL & CONFERENCE	1,052.15
01-21-11-6271	MEDICAL SUPPLIES	16.96
01-21-11-7304	GENERAL SUPPLIES	59.98
01-21-11-7307	GASOLINE, PROPANE &	53.20
01-21-11-7308	WEARING APPAREL AND	16.98
01-21-11-9504	OFFICE EQUIPMENT	119.99

Account Summary

Account Number	Account Name	Payment Amount
01-2113	PAYROLL CHILD SUPPOR	840.93
01-21-21-5234	GROUP LIFE INSURANCE	200.25
01-21-21-5235	ACCIDENTAL DEATH INS	17.51
01-21-21-5236	DISABILITY INSURANCE	146.01
01-21-21-6253	TELEPHONE	28.00
01-21-21-9504	OFFICE EQUIPMENT	309.90
01-21-22-5234	GROUP LIFE INSURANCE	953.91
01-21-22-5235	ACCIDENTAL DEATH INS	83.47
01-21-22-5236	DISABILITY INSURANCE	592.26
01-21-22-5241	PENSION CONTRIBUTIO	0.31
01-21-22-6210	VEHICLE MAINTENANCE	1,039.99
01-21-22-6253	TELEPHONE	18.24
01-21-22-6265	TRAVEL & CONFERENCE	677.25
01-21-22-7302	SMALL TOOLS	229.62
01-21-22-7304	GENERAL SUPPLIES	151.96
01-21-22-7316	OPIOIDS SETTLEMENT F	355.49
01-21-22-9503	EQUIPMENT	599.92
01-2211	HEALTH INSURANCE	122,542.37
01-2213	DENTAL INSURANCE PAY	6,039.10
01-2216	SUPPLEMENTAL LIFE	1,511.71
01-2222	SHORT TERM DISABILITY	855.67
01-2225	HEALTH INS PREM PAID	3,547.34
01-2226	DENTAL INS PREM PAID	161.32
01-2312	401 - ICMA	829.30
01-2317	MO LAGERS	199,629.17
01-2318	ICMA ROTH 457	5,976.47
01-2319	ICMA ROTH IRA	686.22
01-2321	457 - VOYA	2,018.25
01-2322	457 - ICMA	10,456.76
01-2324	ICMA LOAN REPAYMENT	636.50
01-2410	INMATE SECURITY ACCO	22.00
01-2412	PEACE OFFICER AND STA	4.00
01-2413	CVC - CRIME VICTIMS C	15.00
01-31-11-5234	GROUP LIFE INSURANCE	121.15
01-31-11-5235	ACCIDENTAL DEATH INS	10.61
01-31-11-5236	DISABILITY INSURANCE	41.23
01-31-11-6202	TECHNICAL AND PERSO	6,468.00
01-31-11-6213	OFFICE EQUIPMENT MAI	80.81
01-31-11-6253	TELEPHONE	768.44
01-31-11-6260	ADVERTISING	61.00
01-31-11-9503	EQUIPMENT	292.49
01-31-41-5234	GROUP LIFE INSURANCE	174.80

Account Summary

Account Number	Account Name	Payment Amount
01-31-41-5235	ACCIDENTAL DEATH INS	15.30
01-31-41-5236	DISABILITY INSURANCE	127.47
01-31-41-6207	TEMP PROFESSIONAL SE	3,976.83
01-31-41-6210	VEHICLE MAINTENANCE	158.23
01-31-41-6212	BUILDING AND GROUND	61.60
01-31-41-6250	ELECTRICITY	66.43
01-31-41-6251	STREET LIGHTING	91.76
01-31-41-6252	NATURAL GAS	37.29
01-31-41-6253	TELEPHONE	923.72
01-31-41-6254	WATER AND SEWER	136.96
01-31-41-7302	SMALL TOOLS	115.51
01-31-41-7303	HORTICULTURAL SUPPLI	576.00
01-31-41-7304	GENERAL SUPPLIES	19.87
01-31-41-7305	STREET & SIDEWALK MA	2,199.71
01-31-41-7308	WEARING APPAREL AND	985.63
01-31-43-5234	GROUP LIFE INSURANCE	88.06
01-31-43-5235	ACCIDENTAL DEATH INS	7.71
01-31-43-5236	DISABILITY INSURANCE	64.21
01-31-43-6207	TEMP PROFESSIONAL SE	1,325.61
01-31-43-6210	VEHICLE MAINTENANCE	52.76
01-31-43-6212	BUILDING AND GROUND	1,982.85
01-31-43-6224	TAPPMAYER HOUSE MAI	121.44
01-31-43-6247	DOG PARK EXPENSES	25.69
01-31-43-6252	NATURAL GAS	37.28
01-31-43-6253	TELEPHONE	44.72
01-31-43-6254	WATER AND SEWER	751.92
01-31-43-7303	HORTICULTURAL SUPPLI	642.00
01-31-43-7308	WEARING APPAREL AND	45.56
01-32-11-5234	GROUP LIFE INSURANCE	91.74
01-32-11-5235	ACCIDENTAL DEATH INS	8.04
01-32-11-5236	DISABILITY INSURANCE	45.39
01-32-11-6253	TELEPHONE	24.75
01-32-11-6260	ADVERTISING	104.72
01-32-11-7304	GENERAL SUPPLIES	23.25
01-32-61-5234	GROUP LIFE INSURANCE	185.31
01-32-61-5235	ACCIDENTAL DEATH INS	16.18
01-32-61-5236	DISABILITY INSURANCE	126.98
01-32-61-6213	OFFICE EQUIPMENT MAI	31,870.26
01-32-61-6253	TELEPHONE	123.75
01-32-61-6261	EDUCATION & TRAINING	204.00
01-32-61-7304	GENERAL SUPPLIES	13.63
01-32-61-7308	WEARING APPAREL AND	205.92

Account Summary

Account Number	Account Name	Payment Amount
01-32-61-9504	OFFICE EQUIPMENT	49.95
01-4604	POLICE MISC REVENUE	-0.74
02-61-71-5234	GROUP LIFE INSURANCE	42.26
02-61-71-5235	ACCIDENTAL DEATH INS	3.70
02-61-71-5236	DISABILITY INSURANCE	30.82
02-61-71-9506	PARK AND RECREATION	302,822.19
02-61-71-9510	STREETS	30,666.38
05-61-71-5234	GROUP LIFE INSURANCE	38.71
05-61-71-5235	ACCIDENTAL DEATH INS	3.39
05-61-71-5236	DISABILITY INSURANCE	28.23
05-61-71-9506	PARK DEVELOPMENT PR	434.00
06-14-31-5234	GROUP LIFE INSURANCE	63.37
06-14-31-5235	ACCIDENTAL DEATH INS	5.56
06-14-31-5236	DISABILITY INSURANCE	46.23
06-14-31-6203	PROFESSIONAL SERVICE	4,826.25
06-14-31-6212	BUILDING AND GROUND	3,092.83
06-14-31-6213	OFFICE EQUIPMENT MAI	2,679.07
06-14-31-6252	NATURAL GAS	869.53
06-14-31-6253	TELEPHONE	49.50
06-14-31-6254	WATER AND SEWER	2,095.45
06-14-31-6262	DUES MEMBERSHIPS &	95.00
06-14-31-7301	CHEMICALS & CLEANING	540.01
06-14-31-7304	GENERAL SUPPLIES	83.99
06-14-32-5234	GROUP LIFE INSURANCE	54.92
06-14-32-5235	ACCIDENTAL DEATH INS	4.81
06-14-32-5236	DISABILITY INSURANCE	40.04
06-14-32-6210	VEHICLE MAINTENANCE	476.28
06-14-32-6211	EQUIPMENT MAINTENA	51.48
06-14-32-6212	BUILDING AND GROUND	1,437.90
06-14-32-6250	ELECTRICITY	573.91
06-14-32-6253	TELEPHONE	24.75
06-14-32-6254	WATER AND SEWER	6,952.10
06-14-32-7303	HORTICULTURAL SUPPLI	2,426.50
06-14-33-5234	GROUP LIFE INSURANCE	20.24
06-14-33-5235	ACCIDENTAL DEATH INS	1.77
06-14-33-6210	VEHICLE MAINTENANCE	5,075.14
06-14-33-6252	NATURAL GAS	372.66
06-14-33-6254	WATER AND SEWER	295.22
06-14-33-7301	CHEMICALS & CLEANING	87.39
06-14-33-9503	EQUIPMENT	5,340.00
06-14-34-6261	EDUCATION & TRAINING	30.00
06-14-34-7301	CHEMICALS & CLEANING	69.63

Account Summary

Account Number	Account Name	Payment Amount
06-14-34-8316	BEER	1,355.02
06-14-34-8317	COFFEE,TEA & SOFT DRI	533.45
11-61-93-5234	GROUP LIFE INSURANCE	4.54
11-61-93-5235	ACCIDENTAL DEATH INS	0.40
11-61-93-5236	DISABILITY INSURANCE	3.31
11-61-93-9315	SEWER LATERAL REIMB	5,778.50
19-21-23-6212	BUILDING AND GROUND	95.00
19-21-23-6252	NATURAL GAS	103.36
19-21-23-6254	WATER AND SEWER	1,718.25
19-21-23-6261	EDUCATION & TRAINING	2,040.00
19-21-23-6265	TRAVEL & CONFERENCE	796.99
19-21-23-7302	SMALL TOOLS	259.98
19-21-23-7304	GENERAL SUPPLIES	593.66
19-21-23-7331	COMPUTER HARDWARE	67.18
99-2809	EPAYABLES LIABILITY	86,636.99
Grand Total:		1,034,988.97

Project Account Summary

Project Account Key	Payment Amount
None	701,044.40
18702E	30,666.38
200E	292,604.75
201E	8,733.83
218E	434.00
220E	1,483.61
ISFE	22.00
Grand Total:	1,034,988.97



Account Number: XXXX XXXX XXXX 1797
CITY OF CREVE COEUR EPAY
Statement Closing Date: 08/26/24

Page 3 of 4

Cardholder Account Activity

CITY OF CREVE COEUR EPAY XXXX XXXX XXXX 2282			Credit Limit \$250,000	Credits \$0.00	Purchases \$8,734.15	Cash Advances \$0.00	Total Activity \$8,734.15
Trans Date	Post Date	Reference Number	Description	Amount			
08/22	08/23	24005944235300674862060	PERSONNEL EVALUATION 414-256-3600 WI	\$63.00			
08/22	08/23	24755424236122367621254	HANDY AUTOMOTIVE INC 314-2914666 MO	\$79.55			
08/22	08/23	24801974235066328230193	ADGRAPHIX LLC 314-644-4496 MO	\$325.00			
08/22	08/23	24137464236600202883812	DOBBS TIRE #06 CORPORATE 800-800-1983 MO	\$765.00			
08/22	08/23	24000774235000023621102	UMZUZU 191-37359090 KS	\$1,841.40			
08/22	08/23	24435654235016210035814	AUTO BEAUTY SPECIALISTS 314-968-7227 MO	\$2,500.00			
08/22	08/23	24789304235198502305719	LEON UNIFORM COMPANY INC 314-8284302 MO	\$2,790.38			
08/22	08/26	24248094236900015800644	FASTSIGNS OF CREVE COEUR 314-8780066 MO	\$178.54			
08/22	08/26	24412954236029242845399	BRANNEKY TRUE VALUE 314-739-0960 MO	\$191.28			



Account Number: XXXX XXXX XXXX 1797
CITY OF CREVE COEUR EPAY
Statement Closing Date: 09/02/24

Page 3 of 4

Cardholder Account Activity

CITY OF CREVE COEUR EPAY XXXX XXXX XXXX 2282			Credit Limit \$250,000	Credits \$0.00	Purchases \$77,902.84	Cash Advances \$0.00	Total Activity \$77,902.84
Trans Date	Post Date	Reference Number	Description	Amount			
08/30	09/02	24412954244032760457878	BRANNEKY TRUE VALUE 314-739-0960 MO	\$4.58			
08/30	09/02	24755424244122448643103	HANDY AUTOMOTIVE INC 314-2914666 MO	\$56.48			
08/31	09/02	24445004244200158820511	4TE*ALARM 24 636-970-1777 MO	\$126.00			
08/30	09/02	24690294243017049825677	PAVYER PRINTING MACHIN 314-535-0774 MO	\$141.36			
08/30	09/02	24692164243102109316412	FERRELL*GAS LP 888-337-7355 MO	\$220.89			
08/30	09/02	24941664243032584035054	REPUBLIC SERVICES TRASH 866-576-5548 AZ	\$1,856.54			
08/30	09/02	24071054244939118523899	GAMMA TREE EXPERTS 314-7256159 MO	\$5,550.00			
08/30	09/02	24941664243032584034503	REPUBLIC SERVICES TRASH 866-576-5548 AZ	\$69,946.99			

Arvest Epayables

8/26/24 8,734.15
9/2/24 77,902.84

\$ 86,636.99

AN ORDINANCE AMENDING THE ADOPTED 2024 GENERAL FUND, ENTERPRISE FUND, AND SEWER LATERAL FUND BUDGETS OF THE CITY OF CREVE COEUR BY TRANSFERRING FUNDS WITHIN THE GENERAL FUND DEPARTMENTS BUDGET AND AUTHORIZING ADDITIONAL APPROPRIATIONS TO THE ENTERPRISE FUND AND SEWER LATERAL FUND BUDGETS.

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

WHEREAS, IT IS IN THE INTEREST OF THE CITY OF CREVE COEUR TO AUTHORIZE A \$12,000 TRANSFER FROM THE ADMINISTRATIVE SERVICES DEPARTMENT (LEGAL DIVISION) TO THE LEGISLATIVE SERVICES DEPARTMENT AND THE COMMUNITY SERVICES DEPARTMENT TOTALING \$12,000; AND

WHEREAS, IT IS IN THE INTEREST OF THE CITY OF CREVE COEUR TO AUTHORIZE AN ADDITIONAL APPROPRIATION TO THE ENTERPRISE AND SEWER LATERAL FUNDS, TOTALING \$122,650, IN ORDER TO COVER ADDITIONAL COSTS FOR REPAIRS, WATER & SEWER SERVICE, CUSTODIAL SERVICES & SUPPLIES, AND SEWER LATERAL REIMBURSEMENTS; AND

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

SECTION 1. THAT THE ANNUAL OPERATING BUDGET FOR THE GENERAL FUND FOR THE FISCAL YEAR 2024 AS ADOPTED, IS HEREBY AMENDED BY AUTHORIZING THE TRANSFER OF \$12,000 FROM THE ADMINISTRATIVE SERVICES DEPARTMENT (LEGAL SERVICES DIVISION) TO THE TO THE LEGISLATIVE SERVICES DEPARTMENT FOR \$8,000 AND THE COMMUNITY SERVICES DEPARTMENT FOR \$4,000.

GENERAL FUND

LEGAL & ACCOUNTING (01-12-10-6201) - LEGAL SERVICES	(12,000)
PROFESSIONAL SERVICES (01-11-12-6203) - LEGISLATIVE SERVICES	5,000
OFFICE EQUIPMENT MAINTENANCE (01-11-13-6213) - LEGISLATIVE SERVICES	3,000
TECHNICAL AND PERSONAL SERVICES (01-14-11-6202) - COMMUNITY SERVICES	4,000
TOTAL GENERAL FUND	\$ -

SECTION 2. THAT THE ANNUAL OPERATING BUDGET FOR THE ENTERPRISE FUND FOR THE FISCAL YEAR 2024 AS ADOPTED, IS HEREBY AMENDED BY AUTHORIZING AN ADDITIONAL APPROPRIATION FOR AN INCREASE IN ICE REPAIRS, EMERGENCY BOILER & DOOR REPAIRS, WATER & SEWER SERVICE, CUSTODIAL SERVICES AND CUSTODIAL SUPPLIES.

ENTERPRISE FUND

PROFESSIONAL SERVICES (06-14-31-6203) - ICE	4,600
BUILDINGS & GROUNDS (06-14-31-6212) - ICE	5,725
WATER & SEWER (06-14-31-6254) - ICE	5,725
ICE REPAIRS (06-14-31-6268) - ICE	11,500
CHEMICAL & CLEANING (06-14-31-7301) - ICE	3,100
WATER & SEWER (06-14-32-6254) - GOLF MAINTENANE	12,000
TOTAL ENTERPRISE FUND	\$ 42,650

SECTION 3. THAT THE ANNUAL OPERATING BUDGET FOR THE SEWER LATERAL FUND FOR THE FISCAL YEAR 2024 AS ADOPTED, IS HEREBY AMENDED BY AUTHORIZING AN ADDITIONAL APPROPRIATION FOR SEWER LATERAL REIMBURSEMENTS.

SEWER LATERAL FUND

SEWER LATERAL REIMBURSEMENT PROGRAM (11-61-93-9315)	80,000
TOTAL SEWER LATERAL FUND	\$ 80,000

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

BILL NO. 6133

ORDINANCE NO. _____

ADOPTED THIS _____ DAY OF _____ 2024.

TIMOTHY CARNEY
PRESIDENT OF THE CITY COUNCIL

APPROVED THIS _____ DAY OF _____ 2024.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE
CITY CLERK



MEMORANDUM

DATE: August 21, 2024

TO: Mark Perkins, City Administrator

FROM: Lori Obermoeller, Director of Finance

SUBJECT: Budget Amendment #5 – FY 2024

Attached is an ordinance to amend the FY 2024 General Fund Budget to authorize a \$12,000 transfer of funds from the Administrative Department (Legal Division) to the Legislative Department and the Community Services Department to cover the following items:

- \$5,000 for a contract with Bardgett and Associates for Legislative representation on sales tax and other issues during the most recent legislative session. This was not budgeted (Legislative Department)
- \$3,000 for the slight increase in the Agenda Software (Legislative Department)
- \$4,000 for an increase in the cost of the Concerts in the Park (Community Services Department)

The amendment also requests authorization to the Enterprise Fund Budget for an additional \$42,650 appropriation to cover the increase in ice repairs, emergency boiler and door repairs, water & sewer service for Ice and Golf, custodial services and custodial supplies. Because the Enterprise revenues are over \$200,000 more than budgeted for FY 2024, they far exceed the expenditures for FY 2024. A surplus of \$49,560 was budgeted, but the surplus is expected to be over \$200,000.

The last part of the amendment requests authorization to the Sewer Lateral Fund for an additional \$80,000 for the sewer lateral reimbursement program due to the reimbursement increase from 50% to 70% in October 2023. This budget amendment will use the Sewer Lateral Fund Reserves.

I'd be happy to answer any questions.

AN ORDINANCE AMENDING SECTION 160.010.A.14 OF THE OPEN MEETINGS AND RECORDS ORDINANCE OF THE CITY OF CREVE COEUR.

WHEREAS, the City's Code of Ordinances implements the Missouri Sunshine Law, and

WHEREAS, clarification of such ordinances is necessary from time to time; and

WHEREAS, a copy of this proposed ordinance was made available for public inspection prior to its consideration by the City Council; and the Bill was read by title in open meeting two times before final passage by the City Council; and

WHEREAS, the City Council being fully informed finds that amending the City Code of Ordinances as provided herein is in the public interest;

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

Section 1. Section 160.010.A.14 is hereby amended to read as follows:

14. Records that are protected from disclosure by law, including but not limited to juvenile records (211.321 RSMo), tax records made confidential by State (i.e. 32.057 RSMo) or Federal law, information received from executive agencies pursuant to Section 610.032, RSMo., and Social Security numbers whether received from a State entity pursuant to Section 610.035, RSMo. or otherwise (42 USC 405(c)), records of ownership of a firearm or applications for ownership, licensing, certification, permitting, or an endorsement that allows a person to own, acquire, possess, or carry a firearm as provided in Section 571.011, RSMo., information regarding any holder of a concealed carry permit, or a concealed carry endorsement issued prior to August 28, 2013, as provided in Section 571.037 and 571.101.9 RSMo; "personal information" as defined in Section 105.5000, RSMo.; and court records regarding certain victims pursuant to Section 595.226, RSMo., HIV testing records (191.656 RSMo), mental health treatment records (630.140 RSMo), genetic information (375.1309 RSMo), and adoption records (453.120 et seq RSMo).

Section 2.

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

ADOPTED THIS ____ DAY OF _____, 2024.

TIMOTHY CARNEY
PRESIDENT OF CITY COUNCIL

BILL NO. 6134

ORDINANCE NO. _____

APPROVED THIS ____ DAY OF _____, 2024.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE
CITY CLERK

**AN ORDINANCE AMENDING ORDINANCE NO. 5029 TO ALLOW FOR A MIDDLE
SCHOOL COMPONENT FOR DESMET JESUIT HIGH SCHOOL AT THE
PROPERTY ADDRESSED 233 N. NEW BALLAS ROAD**

WHEREAS, under Section 405.260(C), all elementary and secondary schools in the B-Single Family Residential zoning district require the issuance of a conditional use permit as provided in Section 405.470 and Section 405.1070, Conditional Use Permits; and

WHEREAS, an application was submitted by Nicolas Kattendidt, of Hastings and Chivetta Architects, on behalf of DeSmet Jesuit High School, at 233 N. New Ballas Road, Creve Coeur, MO 63141, for an amendment to the conditional use permit to allow a middle school component to the school campus that would add a maximum of 120 additional students within the existing building; and

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Tuesday, September 3, 2024, 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 4-0 vote, recommended approval of the amendment to the conditional use permit and minor site development plan, subject to the conditions contained herein, at its meeting on September 3, 2024; 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 this Zoning Ordinance Chapter 405 including but not limited to environmental performance standards presented in Section 405.550, the criteria in Section 405.470 and the standards of this chapter in regard to yard and setback, parking and loading areas, screening and buffering, refuse, storage and service areas and signs.
2. Will contribute to and promote the welfare and convenience of the community at the specific location.
3. Will not cause substantial injury to the value of neighboring property.
4. Is consistent with the applicable provisions of the City's Comprehensive Plan and any applicable neighborhood or sector plans, unless good cause is demonstrated for deviation there from.
5. Will provide, if applicable, erosion control and on-site stormwater detention in accordance with the standards contained in this Chapter.
6. Will be compatible with the surrounding area and thus will not impose an excessive burden or have a substantial negative impact on surrounding or adjacent users or on pedestrian

BILL NO. _____

ORDINANCE NO. _____

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: Section (3)(l) Permitted and Conditional Uses subsection (C) of Ordinance No. 5029 shall be amended to include the following new items and except as amended said Ordinance shall remain in effect as originally issued:

I. PERMITTED AND CONDITIONAL USES

- A. All permitted land uses in the “B” or “C” Single-Family Residential Districts, as applicable to the respective properties.
- B. A private not-for-profit high school and middle school.

Section 2: The City Administrator of the City of Creve Coeur is hereby authorized and directed to issue an amended Conditional Use Permit in accordance with the provisions 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 3: This ordinance shall become effective in accordance with Section 3.11 (g) of the City Charter.

ADOPTED THIS ____ DAY OF _____, 2024.

TIMOTHY CARNEY
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2024.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE
CITY CLERK



APPLICATION TO PLANNING AND ZONING COMMISSION
#24-020: AN AMENDMENT TO AN EXISTING CONDITIONAL USE
PERMIT FOR THE DESMET JESUIT HIGH SCHOOL LOCATED AT 233
NORTH NEW BALLAS ROAD

FOR THE MEETING OF: Tuesday, September 3, 2024

LOCATION: 233 North New Ballas Road, in the B Single-Family Residential Zoning District

REQUEST: Nicolas Kattentidt, architect with Hastings and Chivetta Architects, on behalf of DeSmet Jesuit High School, has submitted a conditional use permit amendment application to allow a middle school component to the school campus that would add a maximum of 120 additional students within the existing building. No new buildings or exterior changes are proposed.

ADDITIONAL INFORMATION: Elementary and Secondary Schools (NAICS 611110) require a conditional use permit in residential zoning districts with review and recommendation by the Planning and Zoning Commission and final approval by the City Council.

Key Issues:

- Does the request further the goals and/or implement the Comprehensive Plan?
- Is the request consistent with the requirements for a conditional use permit?

Creve Coeur 2030 Comprehensive Plan References

- Civic District
- Design Guidelines

Zoning Code References

- Section 405.260: B-Single Family Residential District
- Section 405.1070: Conditional Use Permits

APPLICANT: Nicolas Kattentidt
Hastings and Chivetta Architects
2464 West Port Plaza Drive
St. Louis, MO 63146

OWNER: DeSmet Jesuit High School
233 North New Ballas Road
Creve Coeur, MO 63141



REPORT PREPARED BY: Bethany L. Moore, AICP, City Planner

DATE: 8/27/2024

ATTACHMENTS: Applicant's Materials

Ordinance 5029, Draft Ordinance for Middle School component

PROJECT REQUEST

DeSmet Jesuit High School is a private, Catholic, college preparatory high school that has been operating in Creve Coeur since 1967. The campus is a total of 38.7 acres and operates as a conditional use, (NAICS 611110) Elementary and Secondary Schools, in the “B” Single Family Residential zoning district. Currently, the school only offers high school education for 600-700 high school students. The applicant is proposing to add middle school education to its campus. De Smet’s existing school building has the capacity to add a maximum of 120 middle school students within its footprint without the need for any additions or site changes. The existing conditional use permit only allows high school education and it will be amended to include the middle school educational use as part of this request. No exterior or site changes are proposed at this time in association with this application.

LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

DIRECTION	USE	ZONED	SEPARATED BY
North	Institution	“B” Single-Family Residential Zoning District	N/A
South	Residential	“B” Single-Family Residential Zoning District	N/A
East	Residential	“B-RDD” Single-Family Residential Zoning District	N. New Ballas Road
West	Residential	“B” Single-Family Residential Zoning District	Hwy 270

COMPREHENSIVE PLAN REVIEW

The subject property is within the Campus (CP) Place Type District that is intended for the development of large, multi-building office structures, institutional facilities, research buildings, educational, and healthcare facilities, deeply set back from site edges and surrounded by beautiful landscape buffers. There is an existing landscaping plan in place and the landscaping is well maintained and in good condition. Since the proposed use is an extension of the existing use and will only be taking up a portion of the existing building and making no exterior changes, this use is compatible in terms of the Comprehensive Plan guidelines. Therefore, the proposed expansion of the campus with a middle school component would appear to satisfy the goals and objectives of the Comprehensive Plan within the Campus Place Type.



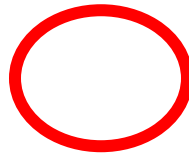


Figure 1: Site Plan with proposed middle school area circled in red.



Figure 2: Proposed Floor Plan with middle school sections highlighted.

ZONING REVIEW

The applicant does not propose any changes to the site to accommodate the new middle school use and will utilize 9 existing classrooms on the north east side of the building. There will be some interior renovations to accommodate the new students. As the proposed use is utilizing existing space within the actively used school building, and will not be making any changes to the exterior of the building or site, and the use is an extension of the existing use and compatible with the surrounding uses, staff does not have any concerns with the addition of the middle school educational use or the condition of the property.

Parking:

There are 596 total parking spaces on site that serve the existing high school use. NAICS 611110 Elementary and Secondary Schools, requires parking to be determined based on the following:

Section 405.820.H.10.a

1. *High schools. One (1) space for every four (4) students based on the maximum design capacity of the school plus one (1) space for every employee.*
2. *Junior high and elementary schools. Two (2) spaces per classroom.*

The parking spaces required for the maximum number of high school students proposed, 700, plus 98 employees based on the above calculation of 1 parking space per 4 students plus 1 parking space per employee is 273. The parking spaces required for the middle school use with the proposed 9 class rooms with 2 parking spaces required per class room would be 18. The total required parking spaces for the site, taking into account both the high school and middle school uses is 291 where 596 are provided on site.

RECOMMENDATION

Based on the above analysis, the request for an amendment to the conditional use permit meets the requirements of the Zoning Ordinances and goals of the Comprehensive Plan. If approved by the Planning and Zoning Commission, Staff recommends the following revision to Ord.5029, Section 3, below which is included in the draft ordinance:

Section 3. I. B.

A private not-for-profit high school and middle school.

MOTION

If the Commission wishes to vote on a recommendation to the City Council based on the current proposal, the following would be an appropriate motion:

“I move to recommend approval of the conditional use permit amendment for Desmet Jesuit High School according to the draft ordinance attached to the staff report for Application #24-020, for the meeting of September 3, 2024.” (Conditions in the draft ordinance may be added, eliminated, or modified by preceding motion)

APPENDIX 1: COMPREHENSIVE PLAN

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

APPENDIX 2: ZONING CODE

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

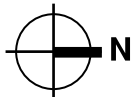
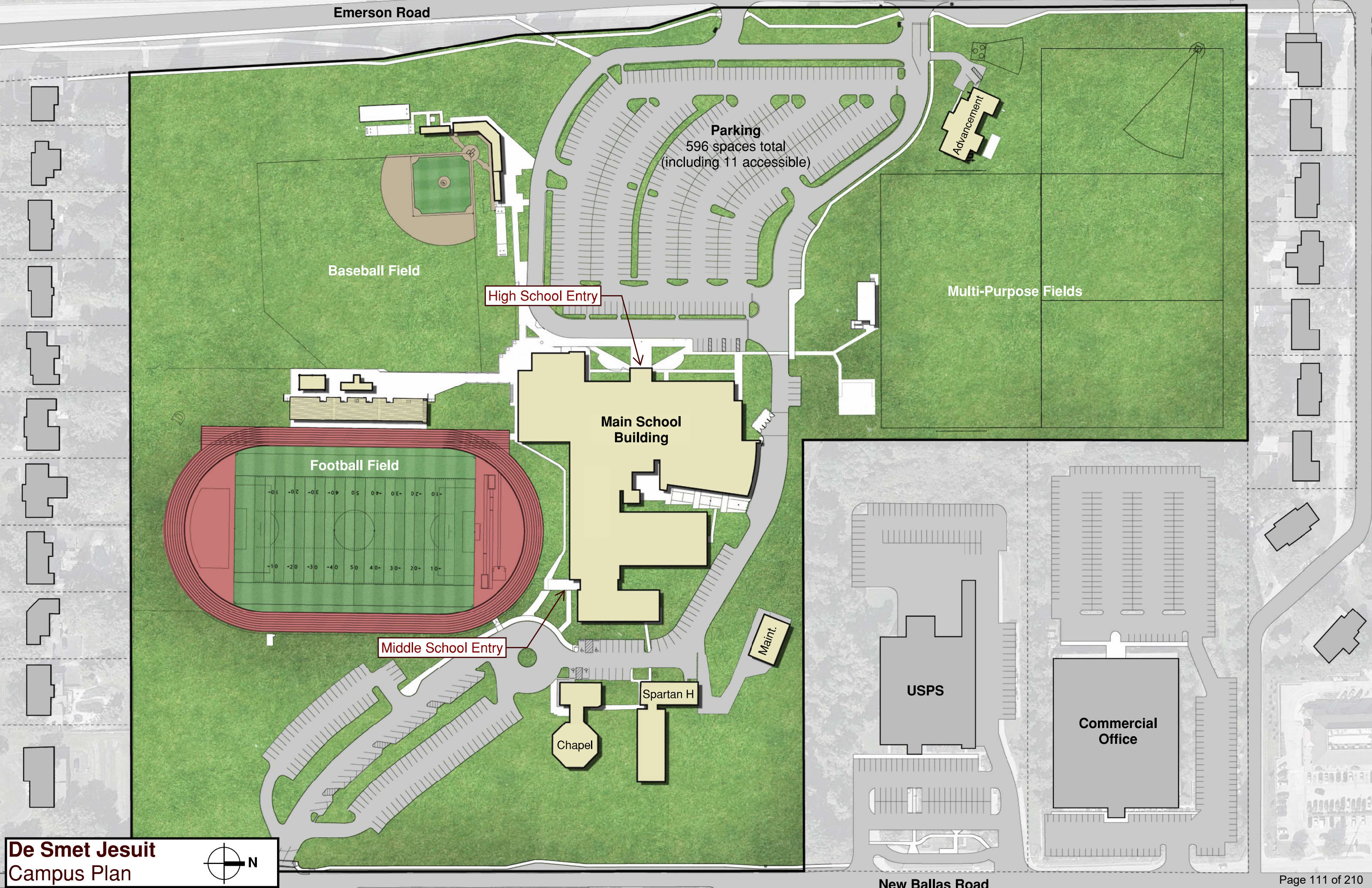
APPENDIX 3: AERIAL PHOTO

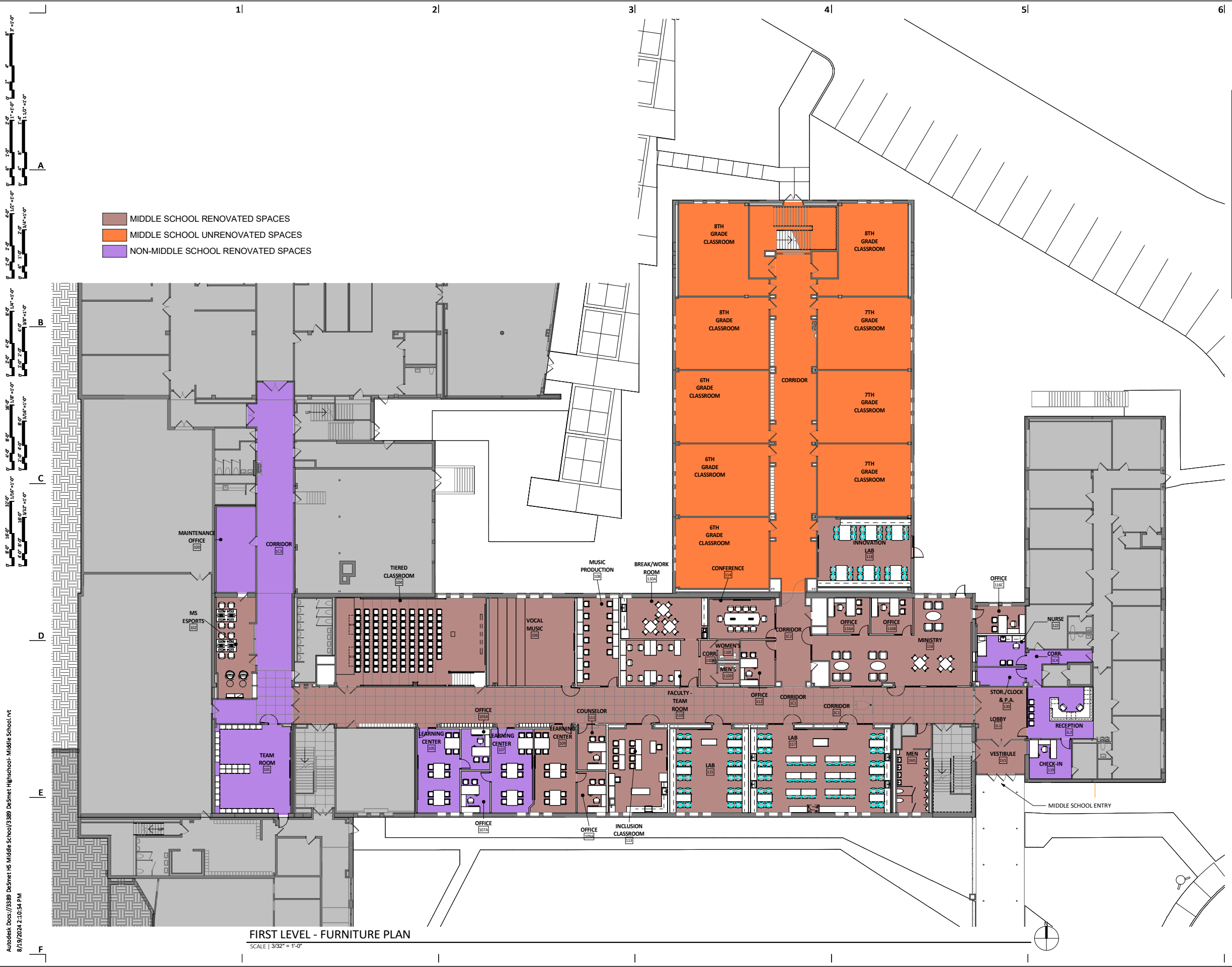


Conditional Use Permit Rationale

De Smet Jesuit High School is a Catholic, college preparatory high school located in Creve Coeur, Missouri. The school began classes in 1967 and has been a prominent member of the St. Louis education community since then. The leadership at De Smet has developed a strategic vision specifically designed to maintain long-term viability in the St. Louis education community.

To that end, De Smet Jesuit is proposing the addition of a middle school to its educational curriculum. Currently, the high school enrollment is expected to average around 600-700 students and the proposed middle school will add a maximum of 120 additional students to the school's total enrollment. De Smet currently has the capacity to add the middle school students within the current square footage of the building. Therefore, this proposal will not require any changes to the footprint of the exterior walls of the existing building. With the Archdiocese of St. Louis currently engaged in a sustainability campaign called All Things New, some local church parishes and their schools are scheduled for closure. This campaign has already identified St. Monica's Catholic Church and school in Creve Coeur for closure. De Smet's middle school expansion will provide students in our community an additional option for their education choices and will provide De Smet Jesuit the opportunity to expand its mission of building Men for Others.





- MIDDLE SCHOOL RENOVATED SPACES
- MIDDLE SCHOOL UNRENOVATED SPACES
- NON-MIDDLE SCHOOL RENOVATED SPACES

FIRST LEVEL - FURNITURE PLAN
SCALE | 3/32" = 1'-0"

CONDITIONAL USE PERMIT SUBMISSION | 1 AUGUST 2024



DE SMET MIDDLE SCHOOL RENOVATION
DE SMET JESUIT HIGH SCHOOL
233 North New Ballas Road | St. Louis, MO 63141

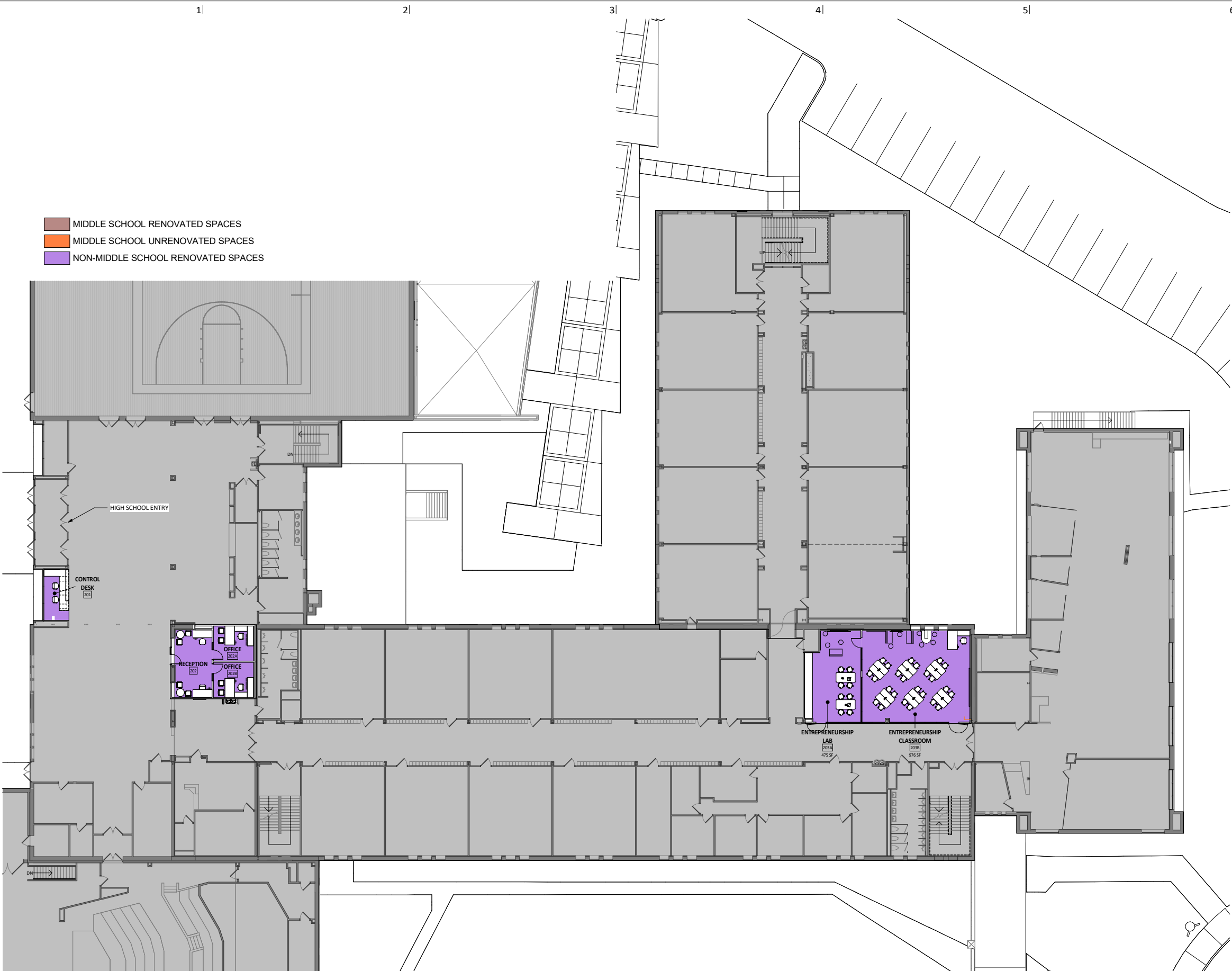
REVISIONS	
Date	08/01/2024
Project Number	3389.01
Sheet Name	FIRST LEVEL - FURNITURE PLAN

A11.01

HASTINGS + CHIVETTA
2484 West Port Plaza Drive, Suite 200 | St. Louis, MO 63146 | 314.663.3217 | www.hastingschivetta.com
NOT FOR CONSTRUCTION

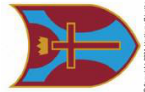
Autodesk Docs://3389 DeSmet HS Middle School/3389 DeSmet HighSchool- Middle School.rvt
8/19/2024 2:10:54 PM

Autodesk Docs://3389 DeSmet HS Middle School/2389 DeSmet Highschool- Middle School.rvt
8/19/2024 2:09:52 PM



SECOND LEVEL - FURNITURE PLAN
SCALE | 3/32" = 1'-0"

CONDITIONAL USE PERMIT SUBMISSION | 1 AUGUST 2024



DE SMET MIDDLE SCHOOL RENOVATION
DE SMET JESUIT HIGH SCHOOL

233 North New Ballas Road | St. Louis, MO 63141

HASTINGS+CHIVETTA

2464 West Port Plaza Drive, Suite 200 | St. Louis, MO 63146 | 314.663.3217 | www.hastingschivetta.com

REVISIONS

Date	08/01/2024
Project Number	3389.01
Sheet Name	SECOND LEVEL - FURNITURE PLAN

A11.02

NOT FOR CONSTRUCTION

August 19, 2024

Bethany L. Moore, AICP, City Planner
City of Creve Coeur
300 North New Ballas Road
Creve Coeur, Missouri 63141

Re: Application #24-020: DeSmet Jesuit High School Conditional Use Permit Amendment

Ms. Moore:

The following are responses to your initial comments in your letter dated August 12, 2024.

Site Development Plan:

1. One physical color copy of the plan set has been provided.
2. The proposed plans have been modified to clarify the changes to the building that will accommodate middle school students; these include both renovated and unrenovated areas. Demolition Plans have also been included to clarify the extent of the renovated areas; unrenovated areas on the Demolition Plans are grey shaded.
3. There are 596 total existing parking spaces, including 11 existing accessible parking spaces. This is noted on the Site Plan that was part of the initial submission.
4. High School – There are currently 98 teachers and staff and 600 students using approximately 426 - 466 parking slots or 71% to 79% utilization. Of the 596 parking spots, this leaves 170-130 spots unused after accommodating all the high school needs. If high school were to reach its maximum enrollment of 700 students, the range of expected parking need would be 487 – 533 parking spaces.
Middle School: At a maximum of 120 students, it is anticipated that a maximum of 12 teachers would be employed based on a 10 to 1 ratio. (The high school is currently 11.3 to 1 student to teacher ratio.) So incrementally, 12 middle school teacher parking spots would be required and an estimated 5 incremental parking spots for ad hoc parent visits to the middle school. No additional staff is anticipated for the middle school.
5. There are no additional changes to the existing Conditional Use Permit.

Sincerely,
Nicolas Kattentidt,



AN ORDINANCE REPEALING CONDITIONAL USE PERMIT ORDINANCES 1466, 1723, 1819, AND 2188 AND AUTHORIZING THE ISSUANCE OF A NEW CONDITIONAL USE PERMIT FOR DESMET JESUIT HIGH SCHOOL LOCATED AT 233 NORTH NEW BALLAS ROAD, APPROVING SITE CONCEPT PLAN AND APPROVING SITE DEVELOPMENT PLAN FOR THE FIRST PHASE OF EXPANSION

WHEREAS, application was submitted by Stock and Associates, to amend Ordinance 2188, a Conditional Use Permit issued for DeSmet Jesuit High School located at 233 North New Ballas Road, in the "B" and "C" Single Family Residential District, to allow the expansion of the campus facilities, and

WHEREAS, DeSmet Jesuit High School holds conditional use permits issued by Ordinances 1466, 1723, 1819, and 2188, and together with the City and the public will benefit from a consolidation of all such permits together with the additional permit for which it has applied, and

WHEREAS, under Sections 26-31.3 and 26-32.3, all private not-for-profit schools require the issuance of a Conditional Use Permit as provided in Section 26-114; and,

WHEREAS, on November 19, 2007, the Planning and Zoning Commission of the City of Creve Coeur, recommended approval of said application (voting 5-1), site concept plan (voting 6-0) and accompanying first phase site development plan (voting 6-0) with certain conditions as per Section 26-114.4(b); and,

WHEREAS, a public hearing was held by the Creve Coeur City Council on Monday, January 14 and 28, 2008, beginning at 7:00 p.m. or immediately following the close of the previous public hearing, on said application for the Conditional Use Permit as provided by Section 26-114.4(c); 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 and in the West County Journal, newspapers of general circulation in the City of Creve Coeur; 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:

- (a) Complies with all applicable provisions of the Zoning Code including Environmental Performance Standards presented in Section 26-64, the criteria in Section 26-52, and the standards regarding yard and setback, parking and loading areas, screening and buffering, refuse, storage and service areas and signs;
- (b) Will contribute to and promote the community welfare and convenience at the specific location;
- (c) Will not cause substantial injury to the value of neighboring property;

- (d) Acknowledge the City's Comprehensive Plan and any applicable neighborhood or sector plans and comply with other applicable zoning district regulations and provisions of the Zoning Code.
- (e) Will provide, if applicable, erosion control and on-site stormwater detention in accordance with the standards contained in the Zoning Code.
- (f) Will be compatible with the surrounding area and thus will not impose an excessive burden or have a substantial negative impact on surrounding or adjacent users or on community facilities or services.

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

Section 1: Ordinances 1466, 1723, 1819, and 2188 authorizing conditional use permits for a private not-for-profit school commonly known as DeSmet Jesuit High School are hereby repealed.

Section 2: A new consolidated Conditional Use Permit is authorized to be issued pursuant to Section 5 hereof, subject to the conditions set forth in Section 3 hereof for a private not-for-profit school commonly known as DeSmet Jesuit High School and generally located at 233 North New Ballas Road on land more particularly described as:

A tract of land in the Southwest quarter of Section 3 and the Northwest corner of Section 10, Township 45 North, Range 5 East of 5th Principal Meridian, City of Creve Coeur, St. Louis County, Missouri, and being more particularly described as follows:

Beginning at the point of intersection of the Western line of Ballas Road, variable width, with the Northern line of Emerald Green Estates, a subdivision according to the plat thereof recorded in Plat Book 104 Pages 20 and 21 of the records of the Recorder of Deeds in St. Louis County, Missouri, said point being the Northeast corner of Lot 37 of the above said Emerald Green Estates; thence along the Northern line of Emerald Green Estates North 89 ° 26 minutes 00 seconds West 1198.84 feet to a point on the Eastern right-of-way of Interstate Highway 270 as established under Condemnation Suit No. 259230 in the Circuit Court of St. Louis County; thence along last said Eastern line the following courses and distances: North 02 ° 23 minutes 20 seconds West 200 feet, North 16 ° 06 minutes 26 seconds West 102.94 feet to a point on the Eastern line of Emerson Road, 40 feet wide; thence along last said Eastern line the following courses and distances: North 00 ° 38 minutes 56 seconds East 468.18 feet to a point on the Eastern line of Emerson Road North 00 ° 12 minutes 22 seconds East 329.97 feet to a point on the Western prolongation of the Southern line of Balmoral Subdivision South 89 ° 26 minutes 45 seconds East 651.81 feet to a point on the Western line in Book 11602 Page 1279 of the above said records; thence along last said Western line South 00 ° 53 minutes 27 seconds West 330.11 feet to a point on the Northern line of the above said Section 10, said point being on the Western line of a tract of land conveyed to the United States Postal Service by deed recorded in Book 8196 Page 2285 of the above said records; thence along last said Western line South 00 ° 41 minutes 09 seconds West 336.85 feet to a point on the Southern line of the above said United States Postal Service Property; thence along last said Southern line South 89 ° 26 minutes 00 seconds East 647.44 feet to a point on the Western line of Ballas Road, variable width; thence along last said Western line South 00 ° 39 minutes 38 seconds West 1008.93

feet to the Point of Beginning and containing 1,686,518 square feet or 38.717 acres more or less.

Section 3: The Conditional Use Permit granted shall be subject to all applicable statutes, ordinances, rules and regulations, and the following conditions:

I. PERMITTED AND CONDITIONAL USES

- A. All permitted land uses in the "B" or "C" Single-Family Residential Districts, as applicable to the respective properties.
- B. A private not-for-profit high school.

II. PLAN SUBMITTAL REQUIREMENTS

- A. The school may be expanded in phases as depicted in the "Site Plan" and "Phase 1 Site Plan" "Phase 2 Site Plan" "Phase 3 Site Plan" and "Phase 4 Site Plan" all submitted in conjunction with Application #07-045 by Mitchell-Hugeback Architects, dated September 18, 2007. Each subsequent phase shall meet the requirements of Section 26-115, Site Concept, Site Development and Minor Site Plan Approval, of the Zoning Code, and all of the conditions of this ordinance as applicable.
- B. The applicant shall provide a Final Landscape Plan for review and approval as directed by the Zoning Administrator and in compliance with Section 26-62 of the Zoning Ordinance. The Final Landscape Plan shall be in strict conformance with the "Overall Landscape Plan" and the "Landscape Buffering Plan" submitted in conjunction with Application #07-045 by Loomis Associates, Inc., and each dated March 10, 2008, except as modified by this ordinance.
- C. The applicant is required to submit Building Plans for each phase of construction to the Building Department for review, as required by Section 26-116 of the Zoning Ordinance. The final Building Plans shall be in substantial conformance with the "Amended Site Development Plan" submitted in conjunction with Application #07-045 by Stock and Associates, Consulting Engineers, Inc., and dated March 10, 2008.
- D. The applicant is required to submit Site Improvement Plans for each phase of construction to the Department of Public Works for review, as required by Section 26-60 of the Zoning Ordinance. The Site Improvement Plans shall be in substantial conformance with the "Amended Site Development Plan" submitted in conjunction with Application #07-045 by Stock and Associates Consulting Engineers, Inc. and dated March 10, 2008, as well as the "Overall Landscape Plan" and the "Landscape Buffering Plan" submitted in conjunction with Application #07-045 by Loomis Associates, Inc., each dated March 10, 2008, except as modified by this ordinance.

III. SPECIFIC DEVELOPMENT REQUIREMENTS

- A. Sidewalks – A five-foot (5') wide sidewalk for public use shall be constructed along the eastern side of the campus grounds adjacent to New Ballas Road. Said sidewalk shall run the full length of the entire DeSmet campus, and shall be constructed to the standards defined under Section 22A-25 of the Subdivision and Land Development Ordinance where appropriate right-of-way exists with an adequate green buffer between the street edge of pavement and sidewalk or within a ten foot (10') sidewalk easement where insufficient right-of-way exists. The installation of the sidewalk shall be coordinated with the simultaneous construction of adjacent segments by the City of Creve Coeur.
- B. Ambient Lighting Requirements – All on-site lighting shall be designed to provide the minimum lighting necessary to ensure adequate vision and comfort in parking areas according to the Illuminating Engineers Society of North America Recommended Practices for Parking Facilities (IESNA RP-20-98) and shielded to not cause glare or direct illumination onto surrounding properties or public/private rights-of-way.
- C. Athletic Field Lighting Requirements – The existing athletic field lighting around the football/soccer field in the southeast portion of the campus may continue to be used or replaced with a new system as depicted on the photometric plan submitted in conjunction with Application #07-045 by Universal Sports Lighting for DeSmet High School, dated August 9, 2007, subject to the following:
- i. No more than four (4), eighty-foot (80') high lighting standards may be installed.
 - ii. All lights shall be directed away from adjacent residences and shall include louvers to control light spillage.
 - iii. The field lighting may be used only for games and practices as designated on the attached schedule (**Exhibit A: Schedule of Events**) with an annual potential variation of 1 home game per sport more or one home game per sport less per season.
 - iv. The field lighting may not be used after eight (8) p.m. during the spring semester nor may it be used after nine (9) p.m. during the fall semester except during scheduled football games and a maximum of two (2) soccer playoff games when the lights may remain on until ten (10) p.m. under normal circumstances, or ten-thirty (10:30) p.m. under extraordinary circumstances such as unforeseen game delays.
 - v. No additional outdoor athletic fields are to be illuminated other than the football/soccer field in the southeast portion of the campus approved under this ordinance.

- D. Landscape Regulations - All on-site landscape shall be installed and maintained in accordance with Section 26-62, Landscaping, of the Zoning Ordinance, the "Overall Landscape Plan" and the "Landscape Buffering Plan" submitted in conjunction with Application #07-045 by Loomis Associates, Inc., each dated March 10, 2008, and the following:
- i. A berm shall be constructed adjacent to a portion of Lot 2, Lot 3, Lot 4, Lot 5 and a portion of Lot 6 of Emerald Green subdivision, rising to a height of not less than four feet (4') above the prevailing grade.
 - ii. A dense hedge shall be planted along the south property line, including the area atop the required berm, meeting the following requirements:
 - a. All plants shall be a minimum four feet (4') in height at the time of planting.
 - b. All plants shall be capable of reaching a mature growing height in excess of twelve feet (12') within seven (7) complete growing seasons.
 - c. The school may delay hedge planting in response to written requests from the specific, affected property owners. All such written requests shall be forwarded to the Zoning Administrator for confirmation.
 - d. The school shall proceed with hedge planting delayed according to item "c" of this subsection upon written request from the specific, affected property owners.
 - e. Once installed, the school shall not remove any portion of the hedge except by written application to and approval by the Planning Commission.
 - iii. Planting associated with the front yard landscape improvements along North New Ballas Road shall be completed within two (2) years of the effective date of this ordinance to the maximum extent practicable.
 - iv. Planting along North New Ballas Road shall consist of a variety of canopy trees, evergreen trees, and understory trees and shrubs, so arranged as to screen the tennis courts and parking areas from the public right-of-way.
 - v. The black chain-link fence along the north property line of the campus shall be extended to the south to discourage trespassing on the adjacent office and post office properties. The fence in this location shall be a minimum of five feet (5') in height.
 - vi. All landscape improvements shall be irrigated and maintained in vigorous condition by the school according to accepted horticultural practices.

E. Environmental Performance Standards

- i. All outside public address systems shall be aimed only to the west and shall be tuned such that sound levels do not exceed seventy (70) decibels (db) measured at any property line.
- ii. The public address system shall be used only for the duration of game-play during varsity and junior varsity games and the following four special events: School Mass; CYC Track Meet; Special Olympics; and Odyssey Day.
- iii. All track and field events shall utilize starting tones instead of starter's pistols.
- iv. The school shall provide or arrange for personnel to promptly clean up the school grounds following all athletic events to prevent litter and debris from being scattered to surrounding properties.
- v. The refuse container shall be for the exclusive use of this school and shall be located within a screened, sight-proof storage area with the installation of a hose bibb to service the trash enclosure area.
- vi. All new mechanical equipment installed for the school shall be properly screened from view and buffered for noise attenuation with approved materials.
- vii. All site grading and drainage shall be approved by the City of Creve Coeur Department of Public Works, the Metropolitan St. Louis Sewer District (MSD) and the Missouri Department of Conservation, as applicable, prior to the commencement of construction.

F. Traffic and Parking Improvements

- i. The school shall submit for review and approval a special event parking plan to the Zoning Administrator and the Chief of Police within ninety (90) days of the effective date of this ordinance and thereafter prior to the first day of classes of each semester. Said plan shall include the following information:
 - a. A schedule of all outdoor sporting and other special events expected to require special parking arrangements during the current semester.
 - b. Copies of all off-site parking agreements with adjacent private property owners.
 - c. A map of all off-site parking locations.

- d. A listing of all measures to be utilized to keep special event parking from occurring on adjacent residential streets, including but not limited to, temporary barricades, off-duty police officers, civilian parking attendants, and temporary signs.
- e. The name and contact information of the designated school official authorized to resolve complaints resulting from violations of the parking plan.
- f. A copy of the special event parking plan shall be mailed to the residents of Emerald Green and Balmoral Subdivisions and the trustees of Carlyle Lake within 30 days of receiving parking plan approval from the Zoning Administrator and Chief of Police.
- ii. Changes to the special event parking plan may be required and/or approved by the Zoning Administrator upon the advice of the Chief of Police and the designated school official. Following any change to the parking plan, suitably revised copies shall be mailed to the residents of Emerald Green and Balmoral Subdivisions and the trustees of Carlyle Lake.
- iii. Any new or relocated driveways shall be approved by the Planning Commission in concert with a site development plan review as authorized by Section 26-115, Site Concept, Site Development and Minor Site Plan Approval. Such driveway proposals shall be accompanied by a traffic assessment prepared by a professional engineer licensed in the State of Missouri and qualified to perform such work.
- iv. Nothing shall preclude the school from pursuing a cross-access agreement with the adjacent post office, or subsequent owners, in order to gain safe access to the existing traffic signal at Magna Carta Drive.

IV. MISCELLANEOUS

- A. The school shall observe Section 18-112, Public Disturbance Noises, of the City of Creve Coeur Code of Ordinances to the maximum extent applicable.
- B. There shall be no outdoor storage of any building or landscaping materials or equipment. This shall not be deemed to apply to sporting equipment.
- C. All new, modified or altered overhead utilities located on the site shall be placed underground.

- D. Any future enlargement, extension, expansion or alteration in the use of the structures or site depicted on the "Amended Site Development Plan", submitted in conjunction with Application #07-045 by Stock and Associates Consulting Engineers, Inc. and dated March 10, 2008, except as modified by this ordinance, 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.
- E. All lacrosse practices and games played on the north practice fields shall be played in an east-west orientation to lessen the possibility of errant balls entering the private yards of the Balmoral subdivision.
- F. There will be no rental of the stadium facilities to outside groups.

V. *LIMITATIONS*

- A. The continuation of the use permitted by this ordinance shall be dependent upon the conditions established under the permit and this section. In the event of a change of conditions or noncompliance with conditions, the City Council shall have the authority to revoke the conditional use permit after affording the permittee the right to be heard.
- B. 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.
- C. In the event of a disagreement between any owner/operator and the Zoning Administrator as to whether the use of the site meets the criteria or conditions set forth in this ordinance, such disagreement shall be submitted to the Planning Commission for recommendation to the City Council, which shall make the decision on such disagreement, provided the Developer shall have the right to appeal such decision pursuant to Section 26-118, Variances and Appeals of the City of Creve Coeur Zoning Ordinance and to pursue any other available legal or equitable remedy.

Section 4: The Site Development Plan pertaining to the first phase of expansion of DeSmet Jesuit High School, as depicted in the Site Plan and Phased Site Plans submitted in conjunction with Application #07-045 by Mitchell-Hugeback Architects, dated September 18, 2007, is hereby approved for construction, subject to all applicable statutes, ordinances, rules and regulations, and the following conditions:

- I. *PLAN SUBMITTAL REQUIREMENTS* – All site improvement, building, landscape and lighting plans submitted for construction shall be in strict conformance with those submitted as required under Section 3 of this ordinance.

- II. **LANDSCAPE IMPROVEMENTS** – All improvements to the hedge along the south property line required under Section 3 of this ordinance shall be completed prior to the issuance of any site improvement permits for the new synthetic turf field.
- III. **LIMITATIONS**
- A. The development of the project permitted by this site development plan approval shall be dependent upon the conditions established under this ordinance and Section 26-115, Site Concept, Site Development and Minor Site Plan Approval, of the Zoning Ordinance.
- B. In the event of a disagreement between any owner/operator and the Zoning Administrator as to whether the use of the site meets the criteria or conditions set forth in this approval, such disagreement shall be submitted to the Planning Commission for recommendation to the City Council, which shall make the decision on such disagreement, provided the Developer shall have the right to appeal such decision pursuant to Section 26-118, Variances and Appeals of the City of Creve Coeur Zoning Ordinance and to pursue any other available legal or equitable remedy.

Section 5: 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 3 of this ordinance.

Section 6: This ordinance shall become effective upon adoption by the City Council and the signing thereof by the Mayor.

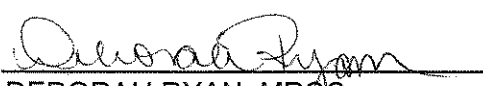
Adopted this 10 day of March, 2008.


DAVID KREUTER
PRESIDENT OF CITY COUNCIL

Approved this 10 day of March, 2008.


HAROLD L. DIELMANN
MAYOR

ATTEST:


DEBORAH RYAN, MRCC
CITY CLERK



233 North New Ballas Road Creve Coeur, Mo. 63141
 Phone: 314-567-3500 Fax: 314-567-1519
 www.desmet.org

Proposed De Smet Jesuit Athletic Field Usage

Assuming each event would necessitate lighting.

In most instances, lights would be turned out earlier than time indicated below.

<u>Event</u>	<u>Regular Season</u>	<u>Tournament</u>	<u>Playoffs*</u>	<u>Typical Start Time</u>	<u>Latest Lights Out</u>
Fall					
Varsity Football	5	0	2	7 p.m.	10 p.m. ¹
JV/Freshmen Football	6	0	0	6 p.m.	9 p.m.
Varsity Soccer	9	3	3	6 p.m.	8:30 p.m. ²
JV Soccer	6	0	0	4 or 6 p.m.	6:30/8:30 p.m.
Spring					
Track & Field	5	1	0	4 p.m.	8 p.m.
Varsity Lacrosse	5	0	0	5:30 p.m.	8 p.m.
JV Lacrosse	5	0	0	4 p.m.	6:30 p.m.
Varsity Rugby	5	0	0	4 p.m.	6:30 p.m.
JV Rugby	5	0	0	5:30 p.m.	8 p.m.

¹ – Except under extenuating circumstances when lights may be used until 10:30 p.m.

² – With the exception of two potential soccer playoff games, when lights may be used until 10 p.m.

Practice Times

Approximately 10 dates in which lights would be used in both the fall and spring, 20 total dates, may be needed for practice due to daylight savings time and/or inclement weather. In the late fall, after daylight savings time has ended, lights would typically be off by 8 p.m. In early spring, prior to the start of daylight savings time, lights typically would be off by 7 p.m.

* Playoff appearances are contingent upon team performance. Number indicated illustrates De Smet hosting the maximum number of playoff rounds.

AN ORDINANCE AUTHORIZING A SECOND AMENDMENT TO THE DRURY INN HOTEL CONDITIONAL USE PERMIT, ORDINANCE NUMBER 1756, AS AMENDED FOR EXTERIOR ALTERATIONS, AN INCREASE TO THE NUMBER OF HOTEL ROOMS, AND TO PROVIDE UPDATED PARKING REQUIREMENTS

WHEREAS, Drury Inn Hotel, was issued a Conditional Use Permit in 1995 by Ordinance Number 1756 authorizing a 180-room hotel with conference rooms and an indoor swimming pool; and,

WHEREAS, Ordinance Number 1782 authorized an amendment to Ordinance 1756 to allow for increase in the number of hotel rooms to 186 with approximately 182,880 square feet in floor area; and

WHEREAS, Drury Development Corporation, has submitted an application to amend the Conditional Use Permit relating to the alteration of the exterior of the building in association with a major renovation of the property and conversion to a Drury Plaza Hotel, involving a minor increase in the number of hotel rooms to 187 with updated parking requirements; and

WHEREAS, the Planning and Zoning Commission of the City of Creve Coeur, Missouri has made a positive finding that the conditional use permit, as amended, will continue to satisfy all requirements of Section 405.1070, Conditional Use Permits, of the City of Creve Coeur Zoning Code; and

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Tuesday, September 3, 2024, beginning at 6:00 p.m. or immediately following the close of the previous public hearing, on said application for the conditional use permit as provided by Section 405.1070(D)(2); and

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

WHEREAS, the Planning and Zoning Commission reviewed and, by a 5-0 vote, recommended approval of the conditional use permit, subject to the conditions contained herein, at its meeting on September 3, 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 finds that the application and evidence presented clearly indicate that the proposed conditional use amendment, when subject to certain conditions set forth herein:

1. Complies with all applicable provisions of this Zoning Ordinance Chapter 405 including but not limited to environmental performance standards presented in Section 405.550, the criteria in Section 405.470 and the standards of this chapter in regard to yard and setback, parking and loading areas, screening and buffering, refuse, storage and service areas and signs.
2. Will contribute to and promote the welfare and convenience of the community at the specific location.
3. Will not cause substantial injury to the value of neighboring property.
4. Is consistent with the applicable provisions of the City's Comprehensive Plan and any applicable neighborhood or sector plans, unless good cause is demonstrated for deviation there from.
5. Will provide, if applicable, erosion control and on-site stormwater detention in accordance with the standards contained in this Chapter.
6. Will be compatible with the surrounding area and thus will not impose an excessive burden or have a substantial negative impact on surrounding or adjacent users or on pedestrian or vehicular traffic or on community facilities or services, including but not limited to emergency services.

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

Section 1: An amended Conditional Use Permit is authorized to be issued pursuant to Section 3 hereof providing for a second amendment to Ordinance 1756 (previously amended by Ordinance 1782) per Section 2 hereof for the operation of a 187-room hotel (NAICS 721110) for the Drury Plaza Hotel at 11980 Olive Boulevard, in CB-Core Business District, whose legal description is as follows:

A TRACT OF LAND BEING PART OF LOTS 8 AND 9 OF THE LAKE HOUSE FARM SUBDIVISION AS RECORDED IN PLAT BOOK 9, PAGE 74 OF ST. LOUIS CITY (FORMERLY) COUNTY RECORDS AND PART OF HENRY GERHARDT SUBDIVISION AS RECORDED IN PLAT BOOK 31, PAGE 83 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS SITUATED IN SECTION 3, TOWNSHIP 45 NORTH, RANGE 5 EAST CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERN RIGHT OF WAY LINE OF EMERSON AVENUE (40-FEET WIDE), AT THE SOUTHERNMOST CORNER OF A TRACT OF LAND CONVEYED TO THE STATE OF MISSOURI BY DEED RECORDED IN BOOK 5547, PAGE 544 OF THE ST. LOUIS COUNTY RECORDS, SAID TRACT NOW BEING PART OF THE RIGHT OF WAY FOR MISSOURI STATE HIGHWAY 340 (ALSO KNOWN AS OLIVE STREET ROAD, VARIABLE WIDTH); THENCE DEPARTING SAID

EASTERN RIGHT OF WAY LINE OF EMERSON AVENUE AND CONTINUING ALONG THE SOUTHERN RIGHT OF WAY LINE OF MISSOURI STATE HIGHWAY 340 , NORTH 10 DEGREES 24 MINUTES 50 SECONDS EAST, 36.06 FEET TO A POINT; THENCE SOUTH 73 DEGREES 19 MINUTES 40 SECONDS EAST, 141.56 FEET TO THE NORTHWESTERNMOST CORNER OF A TRACT OF LAND CONVEYED TO THE CITY OF CREVE COEUR FOR TEHE WIDENING OF TOJAN PLACE; THENCE ALONG THE WESTERN RIGHT OF WAY LINE OF TROJAN PLACE AS WIDENED, SOUTHEASTERLY 85.09 FEET ALONG A CURVE TO THE RIGHT HAVIG A RADIUS OF 100.50 FEET AND A CHORD BEARING SOUTH 49 DEGREES 04 MINUTES 20 SECONDS EAST, 82.57 FEET TO A POINT OF TANGENCY; THENCE SOUTH 24 DEGREES 49 MINUTES 00 SECONDS EAST 8.96 FEET TO A POINT; THENCE SOUTH 00 DEGREES 11 MINUTES 00 SECONDS WEST, 337.40 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY 61.26 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 39.00 FEET AND A CHORD BEARING SOUTH 45 DEGREES 11 MINUTES 00 SECONDS WEST, 55.15 FEET TO A POINT OF TANGENCY ON THE NORTHERN RIGHT OF WAY LINE OF THE COLLECTOR ROADWAY (60 FEET WIDE); THENCE ALONG SAID RIGHT OF WAY LINE, NORTH 89 DEGREES 49 MINUTES 00 SECONDS WEST, 76.00 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY 92.20 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 180.00 FEET AND A CHORD BEARING SOUTH 75 DEGREES 30 MINUTES 34 SECONDS WEST, 91.19 FEET TO A POINT; THENCE NORTH 36 DEGREES 10 MINUTES 50 SECONDS WEST, 70.47 FEET TO A POINT ON THE EASTERN RIGHT OF WAY LINE OF EMERSON AVENUE, AS AFOREMENTIONED; THENCE ALONG SAID RIGHT OF WAY LINE, NORTH 00 DEGREES 11 MINUTES 00 SECONDS EAST, 280.13 FEET TO THE POINT OF BEGINNING, CONTAINIG 2.477 ACRES MORE OR LESS.

Section 2: The amended Conditional Use Permit granted shall be subject to all applicable statutes, ordinances, rules and regulations, and as governed by Ordinances 1756 and 1782, except as amended as follows:

1. This amended Conditional Use Permit shall be for the operation of an eight-story 187 room hotel, not more than 115-feet in height with approximately 182,880 square feet in floor area and including an indoor swimming pool and conference rooms with a maximum square footage of 3,084 while providing a minimum number of 304 off-street parking spaces located on the surface parking lot or within the parking garage.
2. The Applicant is required to submit a Building Permit application, as required by Article II of the Building Code. The exterior elevations shall be in substantial conformance with the drawings received August 23, 2024 as bound together and submitted in conjunction with Application #24-022 by Drury Development Corporation.
3. A final landscape plan shall be submitted to staff filling in the missing areas with non-invasive species as discussed in the staff report to Planning and Zoning regarding the application.

4. All signs and banners shall be reviewed under a separate permit and in conformance with Article VIII, Sign Regulations, of the Zoning Code, and the approved SE Olive/I-270 special sign district and variances for the Drury Inn Hotel.

Section 3: The City Administrator of the City of Creve Coeur is hereby authorized and directed to issue an amended 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.

TIMOTHY CARNEY
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2024.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE
CITY CLERK



**APPLICATION TO PLANNING AND ZONING
COMMISSION**

**#24-022: AN AMENDMENT TO AN EXISTING CONDITIONAL USE
PERMIT FOR THE DRURY INN HOTEL LOCATED AT 11980 OLIVE
BOULEVARD**

FOR THE MEETING OF: Tuesday, September 3, 2024

LOCATION: 11980 Olive Boulevard, zoned CB-Core Business

REQUEST: Charles Drury III, of Drury Development Corporation, has submitted an application for an amendment to the conditional use permit with accompanying site development plan for revisions to the exterior of the existing Drury Inn and Suites, 11980 Olive Boulevard within the “CB” Core Business zoning district. The hotel will be renovated with an updated exterior façade corresponding with a conversion of the property to a Drury Plaza Hotel. No changes to the operational aspects for the hotel are proposed.

ADDITIONAL INFORMATION: Hotels (NAICS 721110) require a conditional use permit with review and recommendation by the Planning and Zoning Commission and final approval by the City Council.

Key Issues:

- Does the request further the goals and/or implement the Comprehensive Plan?
- Is the request consistent with the requirements for a conditional use permit?

*Creve Coeur 2030 Comprehensive
Plan References*

- Mixed-Use District
- Design Guidelines

Zoning Code References

- Section 405.370: CB-Core Business District
- Section 405.1070: Conditional Use Permits

APPLICANT/OWNER: Charles L. Drury III
Drury Development Corporation
13075 Manchester Road, Ste 200
St. Louis, MO 63131



REPORT PREPARED BY: Bethany L. Moore, AICP, City Planner
DATE: 8/28/2024
ATTACHMENTS: Applicant's Materials, Draft Ordinance

PROJECT REQUEST

The applicant is seeking to update the façade of the existing Drury Inn Hotel and upgrade the interior to a Drury Plaza Hotel. The renovations will not change the size, footprint, or existing use of the hotel but will provide a refresh of exterior materials, interior common areas and guest room interiors. The project will include 1 additional accessible hotel room, bringing the total rooms up to 187 from 186, and a reduction in meeting space. The applicant is seeking a Conditional Use Permit amendment with site development plan of existing conditions to remodel the exterior façade. The changes to the exterior include removal of the hipped green roof and obelisk shaped window details on all sides for a flat roofed, modern, linear design in a neutral color scheme. No changes to the site are proposed except filling in a few blank spaces in the existing landscaping.



DRURY PLAZA HOTEL CREVE COEUR

Figure 1: Proposed Exterior Renovations.

LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

DIRECTION	USE	ZONED	SEPARATED BY
North	Commercial	“CB” Core Business Zoning District	Olive Boulevard
South	Commercial	“CB” Core Business Zoning District	Decker Lane/Emerson Road
East	Commercial	“CB” Core Business Zoning District	Center Parkway Drive
West	Commercial	“CB” Core Business Zoning District	Emerson Road

COMPREHENSIVE PLAN REVIEW

The subject property is located within the Central Business District (CBD) and Mixed-Use District (MU) that supports the development of a variety of medium-density commercial, retail, office, dining, community services, and multi-family residential uses on large development sites with centralized parking lots. These land uses are supported through primarily vehicular access with improved walkability; with pedestrian connections within developments and to neighboring commercial properties. The CBD district is designed to create an intense, urban thoroughfare setting along Olive Boulevard on large development parcels. This proposed application is limited to exterior elevation renovations that do not appear to be in conflict with the Comprehensive Plan, given the scope of work.

DESIGN GUIDELINES

The Design Guidelines strongly encourage interesting, articulated, and high-quality structures with an overall sense of architectural continuity on all elevations. The architectural design should be clear, well-articulated and compatible with the surrounding area. All elevations should receive equal design consideration to the primary elevation. Rear and side facades should be designed with similar architectural detailing and materials to be compatible with the principal facades of the building. Materials should have good architectural character, be durable, and be selected for their compatibility with adjoining buildings and properties. EIFS/Stucco as the predominant building material is discouraged and should be used as a way to accentuate an architectural element; and covering of natural brick is strongly discouraged. Further, buildings that are stylized in an attempt to use the building itself as advertising are strongly discouraged, particularly where the proposed architecture is the result of a “corporate” or franchise style.

As is often the case with hotel locations, corporate façade treatments are required for brand continuity and recognition. The existing brick material featured on all four sides of the building will remain with the existing EIFS materials to be replaced with new EIFS materials in a neutral color scheme. The new EIFS will include three different neutral/brown colors on the façade in place of the singularly colored cream EIFS to be removed which adds another layer of visual interest to the design of the facades. The EIFS material is being used as a primary façade material for the renovated elevations and not as an accent material, which is discouraged by the Design Guidelines but the remaining brick is also a primary façade material. Given that EIFS is the existing material being removed, staff is not opposed to the use of it as the replacement material, especially when the brick material is remaining.



Figure 2: Existing Front/North Elevation.



Figure 3: Proposed Front/North Elevation.

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

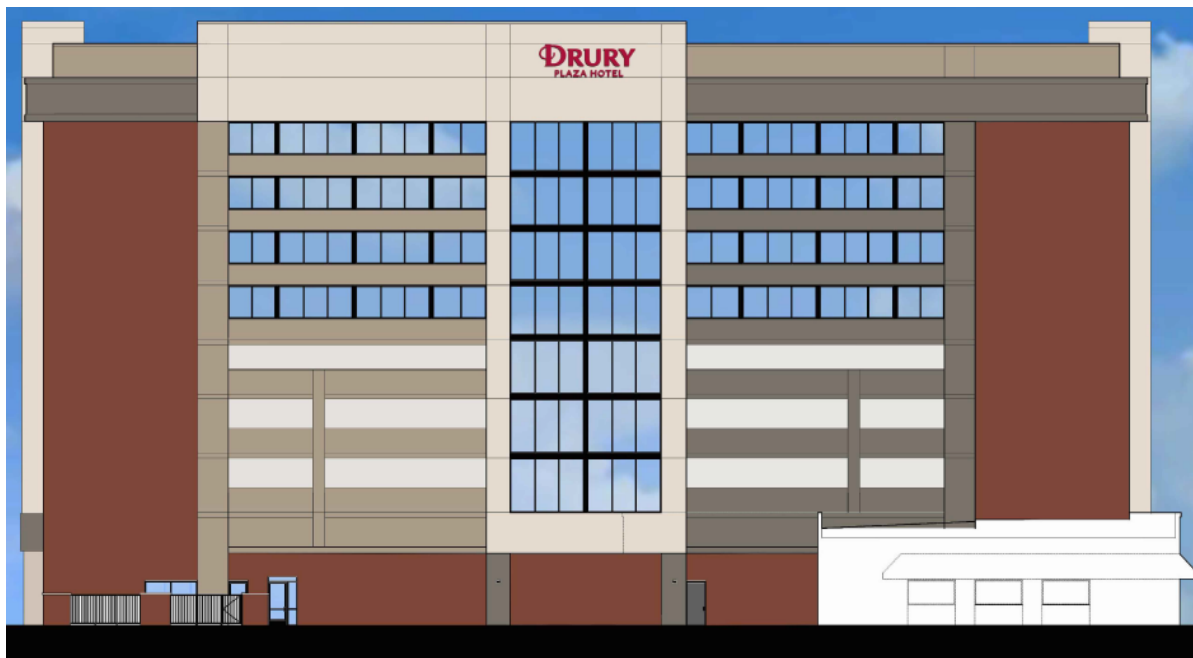


Figure 4: East Elevation.

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

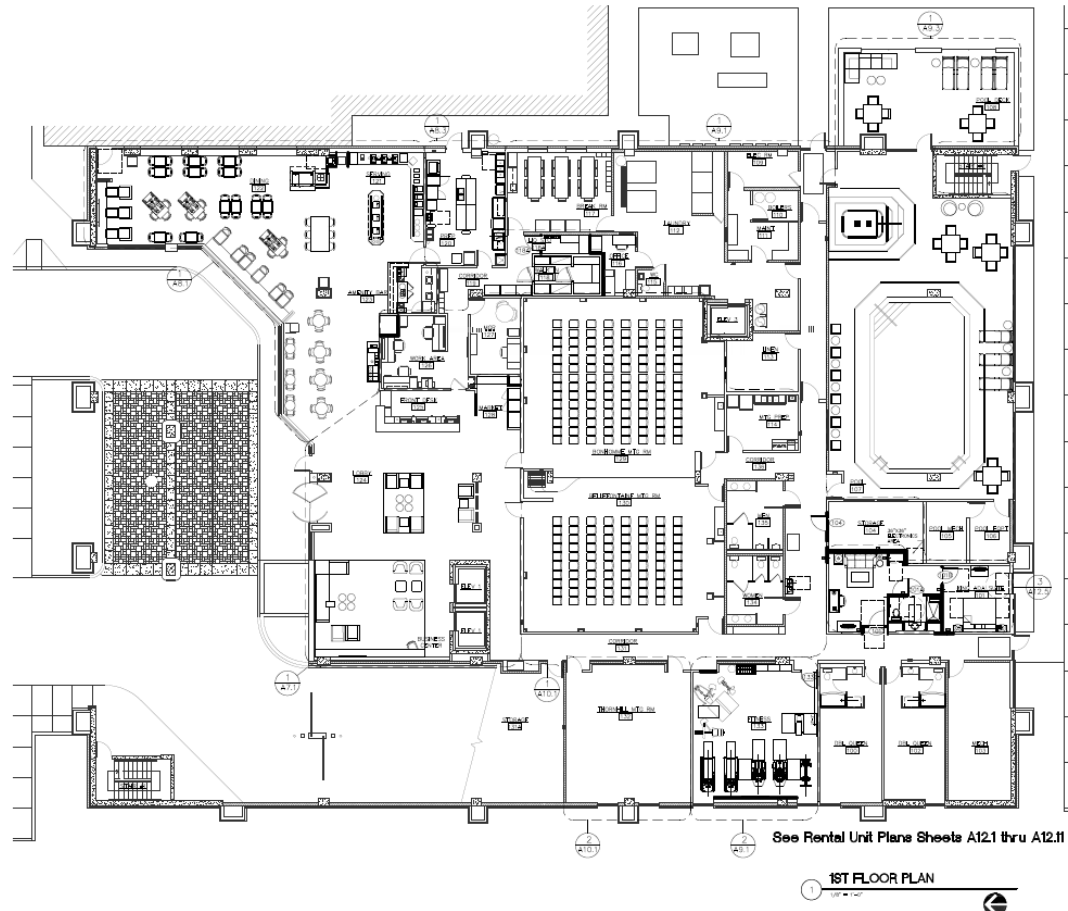


Figure 5: First Floor Plan with Interior Renovations.

ZONING REVIEW

The applicant does not propose any changes to the site but is proposing a minor expansion of the existing use by adding 1 additional hotel room within the existing building footprint for a total of 187. There will be exterior façade alterations and interior renovations to accompany the upgrade from a Drury Inn Hotel to a Drury Plaza Hotel including one additional hotel room and the reduction of the existing meeting space to a total of 3,084 square feet. The addition of the hotel room requires two additional parking spaces. As the proposed use is utilizing existing space within the existing hotel building footprint and the exterior façade alterations are compatible with the surrounding buildings, staff does not have any concerns with the elevations or site plan as proposed.

Landscaping

There is an existing landscaping plan in place with the majority of the landscaping well maintained and in good condition. Upon examination of the site in preparation for this application, staff noticed a few areas in the landscaping islands that were bare and in need of additional landscaping to fill the gaps. This was mentioned to the applicant and an updated landscaping plan was submitted showing that 4 new “Burning Bush” shrubs would be placed in the landscaping island to fill the gap and match the existing “Burning Bush” shrubs. Shown in Figure 6. Although “Burning Bush” is existing on site in other areas, it is considered invasive and is no longer approved for landscaping. The bare spot in the landscaping will need to be replaced with a non-invasive shrub variety and a condition of approval has been added to address this.

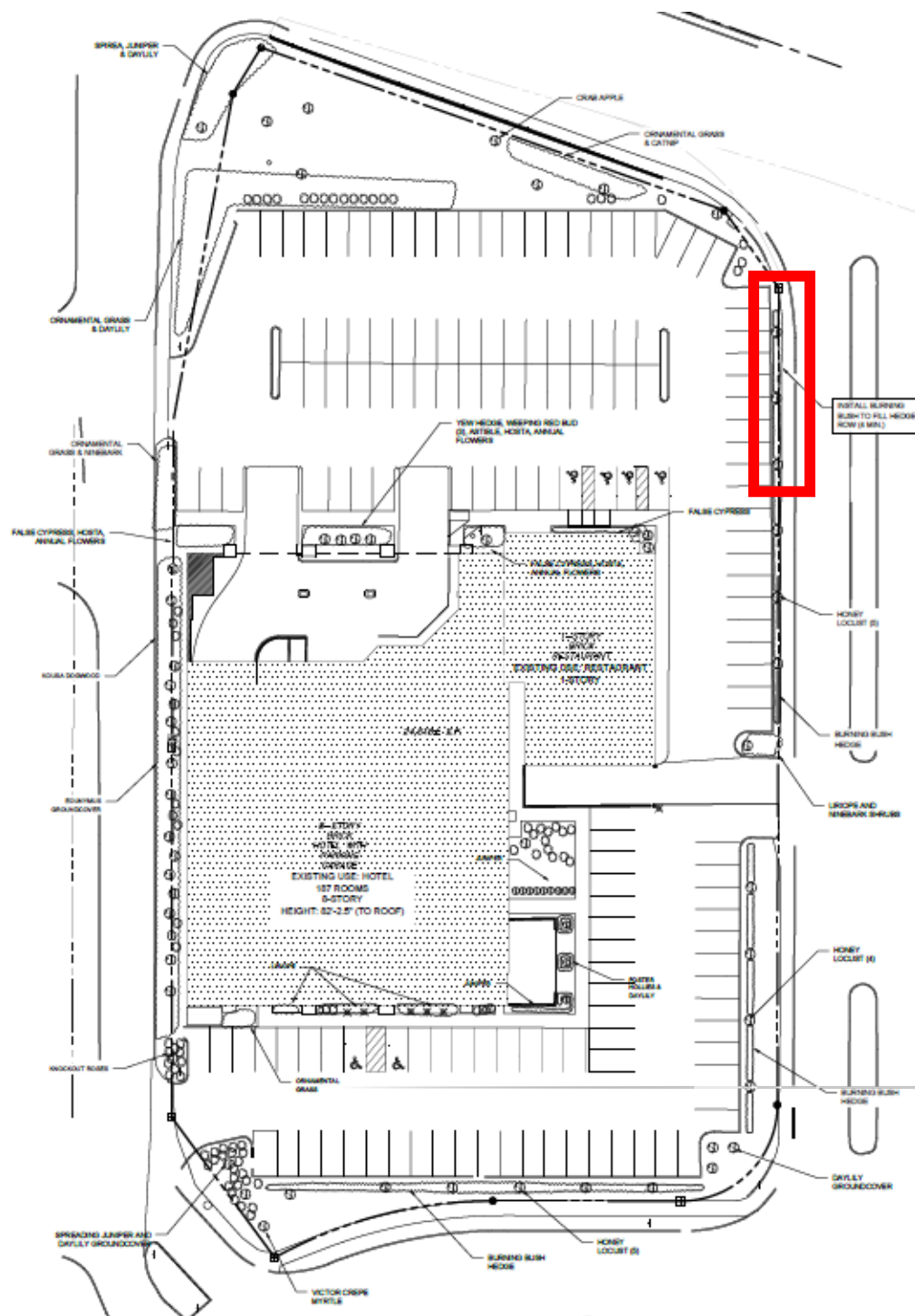


Figure 6: Updated Landscaping Plan with area of new shrubs outlined in red.

Parking

There are 305 total parking spaces on site that serve the existing hotel and Applebee's restaurant use. NAICS 721110 Hotels (Except Casino Hotels) and Motels, requires parking to be determined based on the following:

Section 405.820.H.1.

One and three-tenths (1.3) spaces per rentable room plus one (1) space for each three (3) seats in the restaurant and lounge plus one (1) space per five hundred (500) square feet of conference rooms.

The parking spaces required for the maximum number of rooms proposed, 187, at 1.3 spaces per room is 244, and 1 space per 500 square feet of conference room when 3,084 square feet are proposed is 7.

The restaurant use is covered under a shared parking agreement with the hotel use requiring 53 parking spaces per the approved site plan associated with Ord.1782. 304 parking spaces are required for this use total and 305 are provided on site. The site has a surplus of 1 parking space.

Signage

The existing signage was approved under the SE Olive/I-270 special sign district with sign variances granted in 1997. No documentation for the special sign district can be located leading staff is proceed under the assumption that the sign area of the existing signage is authorized and any new signs will be permitted as long as they do not exceed the square footage of the existing signs.

RECOMMENDATION

Based on the above analysis, the request meets the requirements of the Zoning Ordinances and goals of the Comprehensive Plan. If approved by the Planning and Zoning Commission, Staff recommends the following conditions of approval which are included in the draft ordinance:

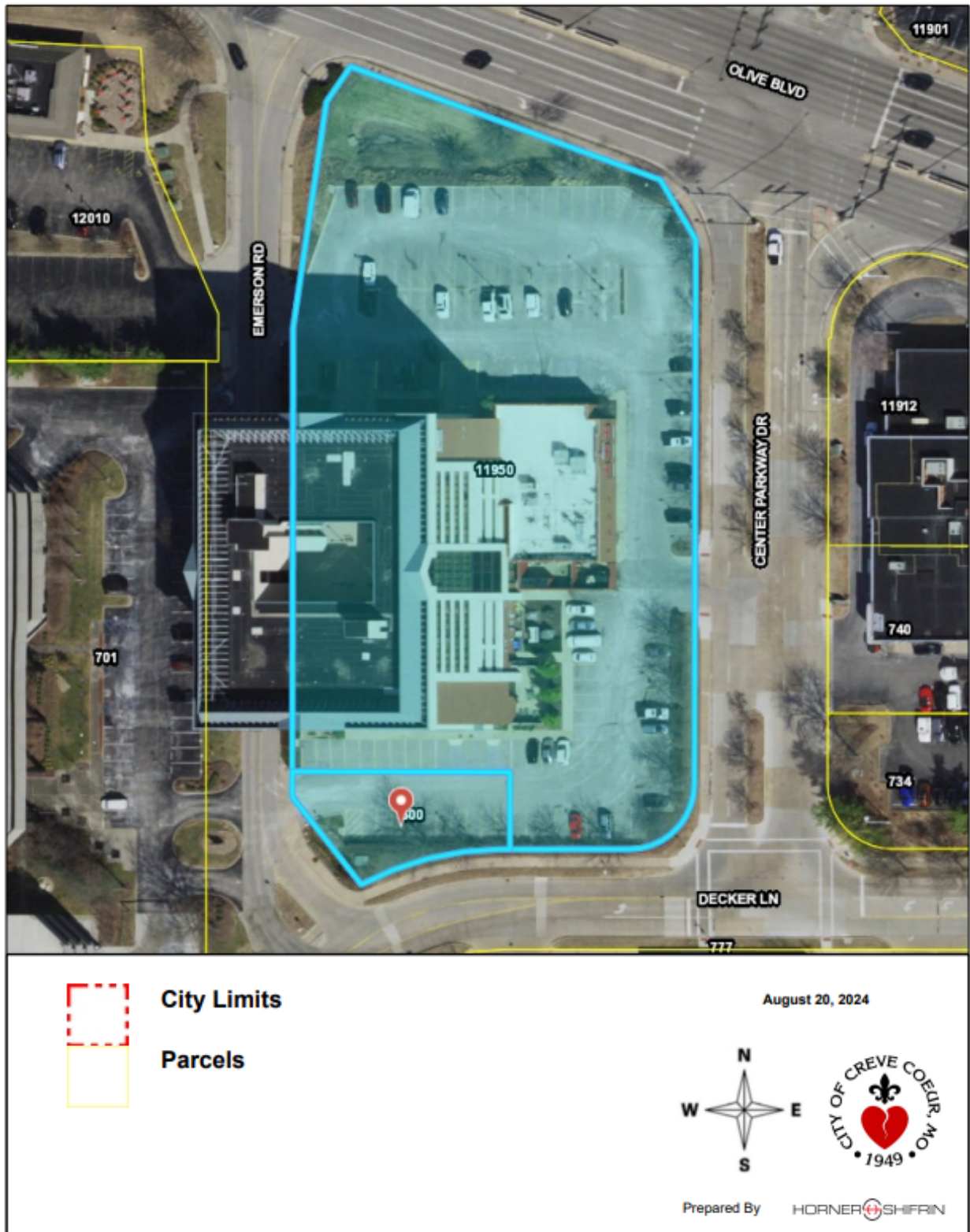
- This Conditional Use Permit shall be for the operation of an eight-story 187 room hotel, not more than 115-feet in height with approximately 182,880 square feet in floor area and including an indoor swimming pool and conference rooms with a maximum square footage of 3,084 while providing a minimum number of 304 off-street parking spaces located on the surface parking lot or within the parking garage.
- The Applicant is required to submit a Building Permit application, as required by Article II of the Building Code. The exterior elevations shall be in substantial conformance with the drawings received August 23, 2024 as bound together and submitted in conjunction with Application #24-022 by Drury Development Corporation.
- A final landscape plan shall be submitted to staff filling in the missing areas with non-invasive species as discussed in the staff report.
- All signs and banners shall be reviewed under a separate permit and in conformance with Article VIII, Sign Regulations, of the Zoning Code, and the approved SE Olive/I-270 special sign district and variances for the Drury Inn Hotel.

MOTION

If the Commission wishes to vote on a recommendation to the City Council based on the current proposal, the following would be an appropriate motion:

“I move to recommend approval of the conditional use permit amendment for Drury Inn Hotel according to the draft ordinance attached to the staff report for Application #24-022, for the meeting of September 3, 2024.” (Conditions in the draft ordinance may be added, eliminated, or modified by preceding motion)

APPENDIX 3: AERIAL PHOTO





city
of

CREVE COEUR

PLANNING DIVISION

300 North New Ballas Road, Creve Coeur, Missouri 63141

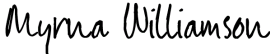
Tel. (314) 872-2501 • Fax (314) 872-2505

File # _____

PLANNING AND ZONING COMMISSION AGENDA APPLICATION CONDITIONAL USE PERMIT

PLEASE COMPLETE FRONT AND BACK PAGES

Applicant:	Applicant's Representative (if applicable):
Drury Development Corporation <i>Name</i> Drury Development Corporation <i>Company (If Applicable)</i> 13075 Manchester Road, Suite 200 <i>Address</i> St. Louis, MO 63131 <i>Address</i> Telephone # 314-423-6698 <i>Telephone #</i> Fax # _____ <i>Fax #</i> Email: charles.drury@drurydevelopment.com <i>Email:</i> Charles L Drury III Digitally signed by Charles L Drury III Date: 2024.07.23 17:16:46 -05'00' <i>Applicant's Signature</i>	 <i>Name</i> <i>Company (If Applicable)</i> <i>Address</i> <i>Address</i> <i>Telephone #</i> <i>Fax #</i> <i>Email:</i> <i>Applicant's Representative's Signature</i>

Property Information:	Owner's Acknowledgement (if different from applicant):
11980 Olive Blvd <i>Address</i> Creve Coeur, MO 63141 <i>Address</i> Drury Plaza Hotel Creve Coeur <i>Development Name (if any)</i> <i>Current Zoning</i> 3/26/1996 <i>Prior CUP Approvals (if known)</i> 	Gelber Family Limited Partnership <i>Name</i> Gelber Family Limited Partnership <i>Company (If Applicable)</i> 677 North New Ballas Rd, Suite 200 <i>Address</i> St. Louis, MO 63141 <i>Address</i> Telephone # 314-623-5866 <i>Telephone #</i> Fax # _____ <i>Fax #</i> Email: mrsoew@gmail.com <i>Email:</i> DocuSigned by:  EAT508BF39D3426... <i>Owner's Signature</i>

Description of Requested Use (attach additional sheets as needed)

General Description of Business: Renovation of existing hotel use. Note below, applicant will not
apply for a liquor license because applicant already possesses said license.

Gross Floor Area – Existing and Proposed: 176,044sf (71,241sf of which is structured parking), both existing and proposed.

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

Number of Employees at the busiest shift: 10

Hours of Operation: 24/7/365

Current or Most Recent Use of the Property: Existing hotel.

Will the applicant apply for a liquor license: Yes ☐ No ☒

Rationale

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

Submittal Checklist

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

Preferred Public Hearing Date: Monday, Tuesday, September 3, 2024.

****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

Drury Inn & Suites Creve Coeur Conditional Use Permit Application

Rationale Statement

The Drury Inn & Suites has been an operating hotel use serving the community for over 25 years. The hotel is being renovated, and the city has asked for the CUP to be updated. Renovations will not change the size, footprint, or use but will refresh the exterior materials, interior common areas, and guest room interiors. The hotel will be up branded from a Drury Inn & Suites to a Drury Plaza Hotel. The proposed project entails a significant reinvestment into the community in order to extend the useful life of the building and enhance the Olive corridor.

FAX: (314) 429-2255

FIFTH FLOOR

DRURY PLAZA HOTEL

FIFTH FLOOR

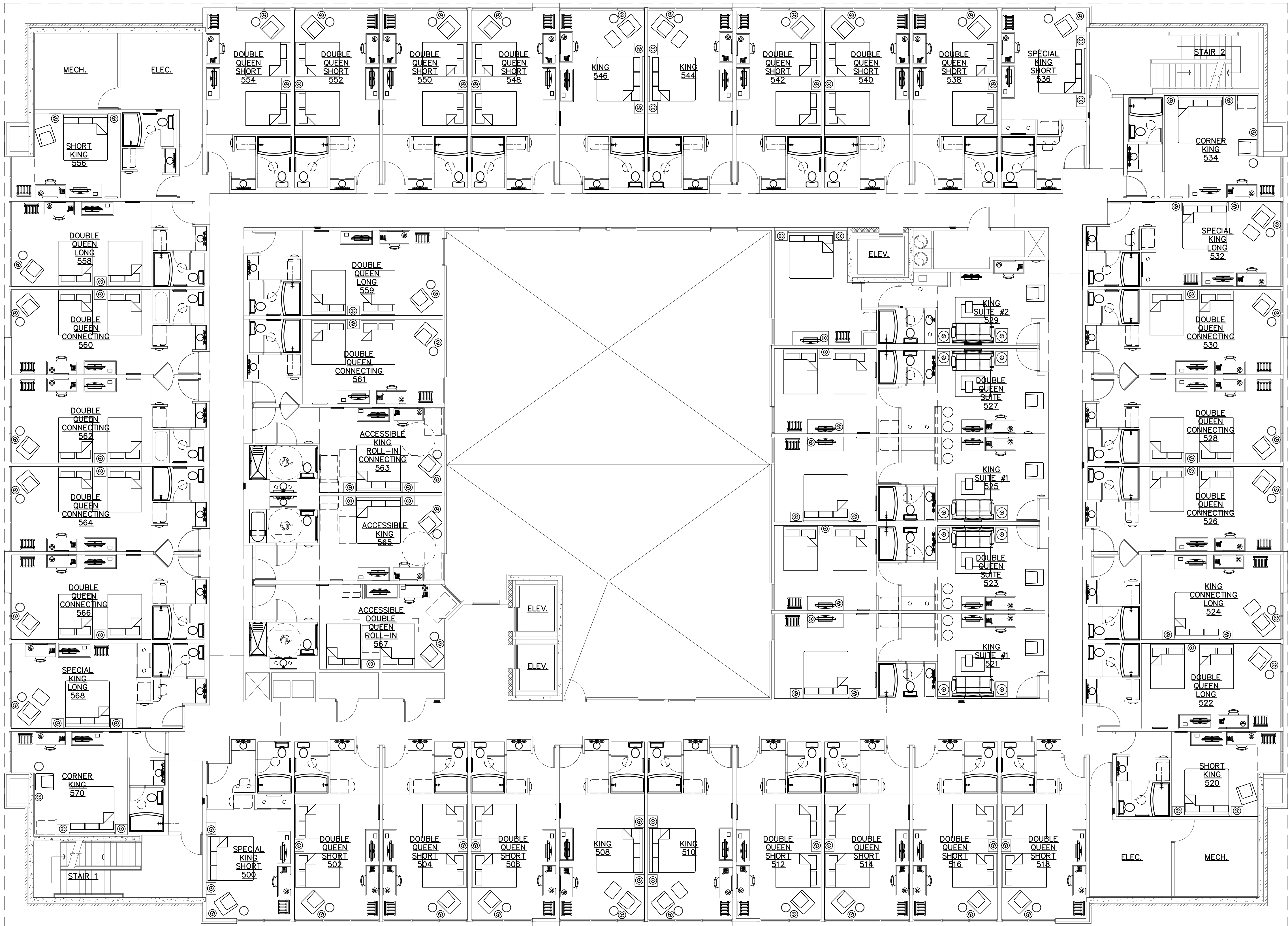
FIFTH FLOOR

DRURY PLAZA HOTEL

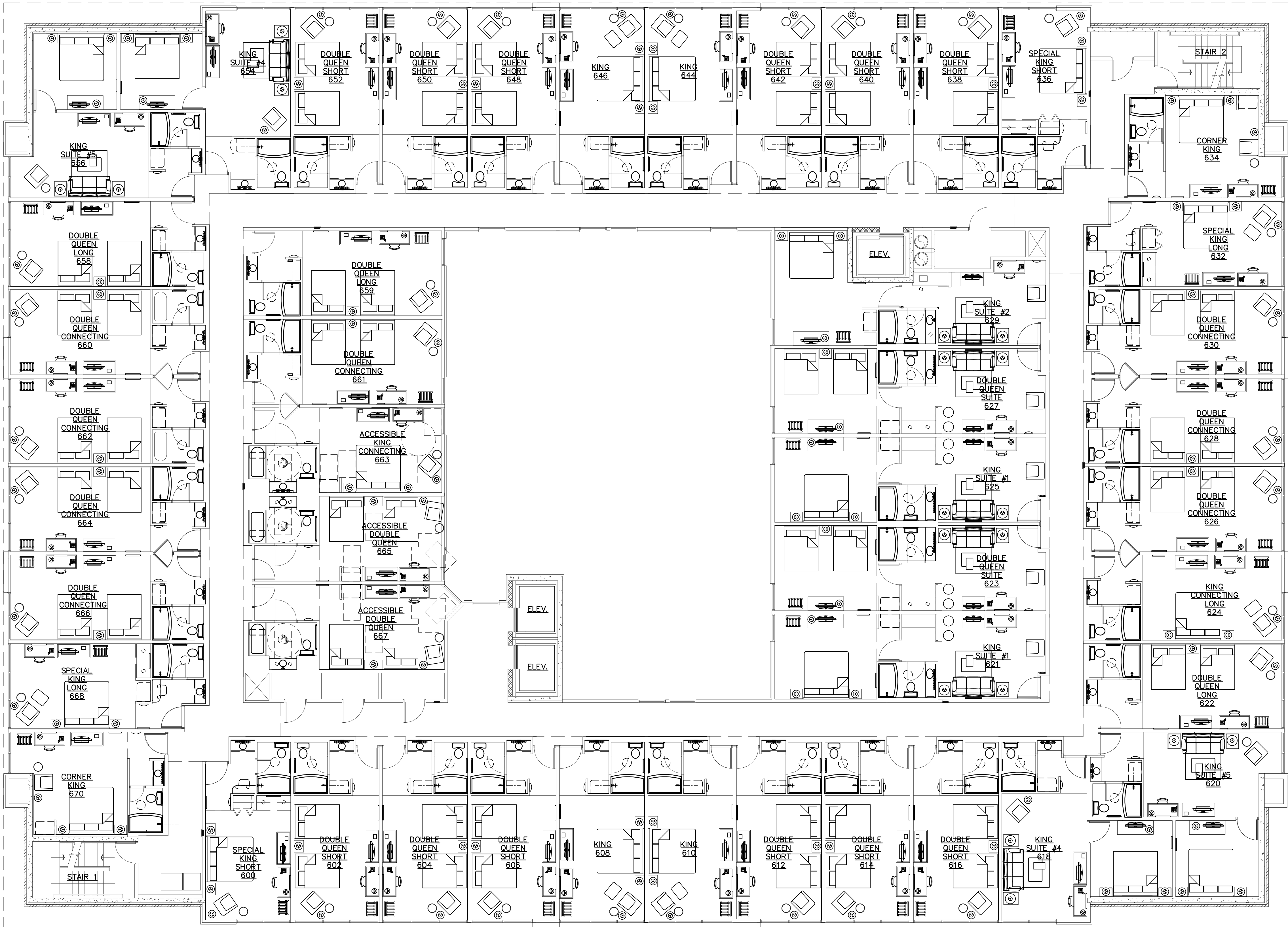
Pa

A1.4

Page 144 of 210



See Rental Unit Plans Sheets A12.1 thru A12.11



PLAN: 6TH FLOOR

1/8" = 1'-0"

See Rental Unit Plans Sheets A12.1 thru A12.11

ARCHITECT:
PAUL GRECO
13075 MANCHESTER ROAD
SUITE 200
ST. LOUIS, MISSOURI 63131
TEL: (314) 423-6698
FAX: (314) 429-2255

SHEET ISSUED:

Date

REVISIONS:

By Date Description

6-07-24 99%

7-02-24 100%

DRURY DEVELOPMENT CORPORATION
PROPERTY OWNER:
13075 MANCHESTER RD, STE. 200, ST. LOUIS, MO 63131
TEL: (314) 423-6698

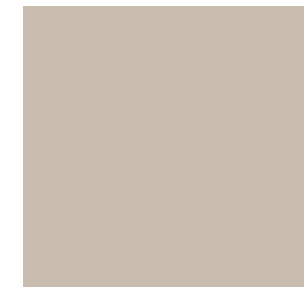
62
DRURY PLAZA HOTEL
11980 OLIVE BLVD ST. LOUIS, MO 63141

The Professional Architect's seal affixed to this sheet applies only to the material and items shown on this sheet. All drawings, instruments, or other documents not exhibiting this seal shall not be considered prepared by this engineer, and this engineer expressly disclaims any and all responsibility for such plans, drawings, or documents not exhibiting this seal.

DRAWN BY:
CMM /JK

SHEET NO:

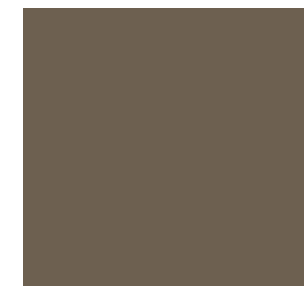
A1.5



ST0 16047



ST0 16045



ST0 31430



EIFS COLORS



ROCKCAST 1835 FLAX



EXISTING BRICK

DRURY PLAZA HOTEL CREVE COEUR

	EXISTING BRICK TUCKPOINT AND REPAIR AS NEEDED
	EIFS COLOR 1-STO 131 STOLIT 1.5 16047
	EIFS COLOR 2-STO 310 STO FINE SAND FINISH, 16045
	EIFS COLOR 3-STO - 310 STO FINE SAND FINISH - 31430
	ROCKCAST MANUFACTURED STONE VENEER OVER BRICK COLUMN COLOR FLAX 1835 MORTAR HOLCIM - RAINBOW FROSTY 437 DOW 790 SILICONE SEALANT-NATURAL STONE INSTALL 1/3 STAGGER-RUNNING BOND PATTERN

AUL GRECO
75 MANCHESTER ROAD
SUITE 200
LOUIS, MISSOURI 63131
TEL: (314) 423-6698
FAX: (314) 429-2255

Date

REVISIONS:

[illegible]

13075 MANCHESTER RD. STE. 200, ST. LOUIS, MO 63131
TEL: (314) 423-6698

DRURY PLAZA HOTEL
11980 OLIVE BLVD ST. LOUIS, MO 63141

Professional Architect's seal affixed to this applies only to the material and items on this sheet. All drawings, instruments, documents not exhibiting this seal shall be considered prepared by this engineer, and the engineer expressly disclaims any and all responsibility for such plans, drawings, or documents not exhibiting this seal.

SHEET NO:

A2.1



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

	EXISTING BRICK TUCKPOINT AND REPAIR AS NEEDED
	EIFS COLOR 1—STO 131 STOLIT 1.5 16047
	EIFS COLOR 2—STO 310 STO FINE SAND FINISH, 16045
	EIFS COLOR 3 —STO — 310 STO FINE SAND FINISH —31430
	ROCKCAST MANUFACTURED STONE VENEER OVER BRICK COLUMN COLOR FLAX 1835 MORTAR HOLCIM —RAINBOW FROSTY 437 DOW 790 SILICONE SEALANT—NATURAL STONE INSTALL 1/3 STAGGER—RUNNING BOND PATTERN

AUL GRECO
75 MANCHESTER ROAD
SUITE 200
LOUIS, MISSOURI 63131
TEL: (314) 423-6698
FAX: (314) 429-2255

Date

REVISIONS:

[illegible]

PROPERTY OWNER:

13075 MANCHESTER RD. STE. 200, ST. LOUIS, MO 63131
TEL: (314) 423-6698

WEST ELEVATION

DRURY PLAZA HOTEL

11980 OLIVE BLVD ST. LOUIS, MO 63141

Professional Architect's seal affixed to this applies only to the material and items on this sheet. All drawings, instruments, documents not exhibiting this seal shall be considered prepared by this engineer, and the engineer expressly disclaims any and all responsibility for such plans, drawings, or documents not exhibiting this seal.

DRAWN BY:
CMM /JJK

SHEET NO:

A2.2



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

	EXISTING BRICK TUCKPOINT AND REPAIR AS NEEDED
	EIFS COLOR 1-STO 131 STOLIT 1.5 16047
	EIFS COLOR 2-STO 310 STO FINE SAND FINISH, 16045
	EIFS COLOR 3 -STO - 310 STO FINE SAND FINISH -31430
	ROCKCAST MANUFACTURED STONE VENEER OVER BRICK COLUMN COLOR FLAX 1835 MORTAR HOLCIM -RAINBOW FROSTY 437 DOW 790 SILICONE SEALANT-NATURAL STONE INSTALL 1/3 STAGGER-RUNNING BOND PATTERN

AUL GRECO
75 MANCHESTER ROAD
SUITE 200
LOUIS, MISSOURI 63131
TEL: (314) 423-6698
FAX: (314) 429-2255

Date

Date	Description
7-17-21	RECEIVED

--	--

13075 MANCHESTER RD. STE. 200, ST. LOUIS, MO 63131
TEL: (314) 423-6698

EASI ELEVATION

DRURY PLAZA HOTEL
11980 OLIVE BLVD ST. LOUIS, MO 63141

Professional Architect's seal affixed to this sheet applies only to the material and items in this sheet. All drawings, instruments, documents not exhibiting this seal shall be considered prepared by this engineer, and the engineer expressly disclaims any and all responsibility for such plans, drawings, or documents not exhibiting this seal.

SHEET NO:

A2.3



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

	EXISTING BRICK TUCKPOINT AND REPAIR AS NEEDED
	EIFS COLOR 1-STO 131 STOLIT 1.5 16047
	EIFS COLOR 2-STO 310 STO FINE SAND FINISH, 16045
	EIFS COLOR 3 -STO - 310 STO FINE SAND FINISH -31430
	ROCKCAST MANUFACTURED STONE VENEER OVER BRICK COLUMN COLOR FLAX 1835 MORTAR HOLLOWER -RAINBOW FROSTY 437 DOW 790 SILICONE SEALANT-NATURAL STONE INSTALL 1/3 STAGGER-RUNNING BOND PATTERN

PAUL GRECO
 1075 MANCHESTER ROAD
 SUITE 200
 ST. LOUIS, MISSOURI 63137
 TEL: (314) 423-6698
 FAX: (314) 429-2255

[illegible]

13075 MANCHESTER RD. STE. 200, ST. LOUIS, MO 63131
 TEL • (314) 423-6698

SOUTH ELEVATION

DRURY PLAZA HOTEL

11980 OLIVE BLVD ST LOUIS MO 63141

Professional Architect's seal affixed to this sheet applies only to the material and items on this sheet. All drawings, instruments, or documents not exhibiting this seal shall be considered prepared by this engineer. This engineer expressly disclaims any and all responsibility for such plans, drawings, or documents not exhibiting this seal.

DRAWN BY:
CMM / JJK

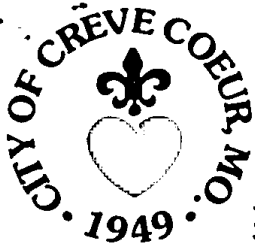
SHEET NO:

A2.4



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

Rec'd 7/3/96



CITY OF CREVE COEUR

300 North New Ballas Rd. • Creve Coeur, MO 63141 • (314) 432-6000 • Fax (314) 872-2539
Relay MO 1-800-735-2966

MAYOR
WILLIAM E. WINTER

COUNCIL MEMBERS

1ST WARD
BARRY L. GLANTZ
DAVID KREUTER

2ND WARD
ANNETTE KOLIS MANDEL
JUDY PASS

3RD WARD
ELEANOR GLOVINSKY
NELL PINCKERT

4TH WARD
MARTIN A. BARNHOLTZ
RICHARD J. WOLKOWITZ

CITY ADMINISTRATOR
T. MICHAEL McDOWELL

CITY CLERK
LAVERNE COLLINS

June 28, 1996

Mr. Tim Drury
Druco, Incorporated
8315 Drury Industrial Parkway
St. Louis, MO 63114

Re: Amended Conditional Use Permit
Drury Inn Hotel

Dear Mr. Drury:

There is enclosed, herewith, the amended Conditional Use Permit authorized by Ordinance Number 1782, adopted by the City Council of the City of Creve Coeur on March 26, 1996, relating to the maximum number of hotel rooms allowed for the Drury Inn Hotel proposed for the southwest corner of the Intersection of Olive Boulevard and Center Parkway Drive.

Enclosed, for your convenience, is a sample of the response needed to satisfy Condition No. 11, which requires written acknowledgement and agreement to be mailed to the City's Zoning Administrator.

Sincerely,

CITY OF CREVE COEUR

T. Michael McDowell
City Administrator

TMM:pr
enclosures

cc: Mr. Randal Garner, Zoning Administrator

129/211



CONDITIONAL USE PERMIT

BY AUTHORITY OF ORDINANCE NUMBER 1782, AMENDING ORDINANCE NUMBER 1756, SO AS TO AMEND A CONDITION OF THE CONDITIONAL USE PERMIT RELATING TO THE MAXIMUM NUMBER OF HOTEL ROOMS ALLOWED FOR THE DRURY INN HOTEL PROPOSED FOR THE SOUTHWEST CORNER OF THE INTERSECTION OF OLIVE BOULEVARD AND CENTER PARKWAY DRIVE, IN THE SOUTHEAST OLIVE/I-270 DEVELOPMENT AREA IN THE "CB" CORE BUSINESS DISTRICT.

THE AMENDED CONDITIONAL USE PERMIT SHALL BE SUBJECT TO ALL APPLICABLE STATUTES, ORDINANCES, RULES AND REGULATIONS OF THE CITY OF CREVE COEUR AND THE FOLLOWING CONDITIONS:

1. THIS CONDITIONAL USE PERMIT SHALL BE FOR THE OPERATION OF AN EIGHT-STORY 186 ROOM HOTEL, NOT MORE THAN 115 FEET IN HEIGHT, WITH APPROXIMATELY 182,880 SQUARE FEET OF TOTAL FLOOR AREA AND INCLUDING AN INDOOR SWIMMING POOL AND CONFERENCE ROOMS WITH A CAPACITY OF APPROXIMATELY 286 PERSONS.

2. THE SITE SHALL BE DEVELOPED AND MAINTAINED IN ACCORDANCE WITH A SITE DEVELOPMENT PLAN DATED FEBRUARY 26, 1996 AND HEREBY APPROVED BY THE CREVE COEUR CITY COUNCIL, SUBJECT TO FURTHER REVISIONS AS MAY BE APPROVED BY THE CITY COUNCIL.

3. THE PROJECT SIGNAGE SHALL BE IN CONFORMANCE WITH THE SPECIAL SIGNAGE DISTRICT APPROVED FOR THE SOUTHEAST OLIVE/I-270 DEVELOPMENT AREA ON APPLICABLE SIGNS.

4. ALL OTHER SIGNS FOR THE HOTEL, INCLUDING NEON SIGNS, MUST BE IN CONFORMANCE WITH THE CITY'S SIGN REGULATIONS AND PERMITS OBTAINED FOR THE ERECTION OR MODIFICATION OF ANY SIGN ON THE PREMISES.

5. THE REFUSE CONTAINERS SHALL BE LOCATED WITHIN A SCREENED SIGHT-PROOF STORAGE AREA WITH THE INSTALLATION OF A HOSE BIBB TO SERVICE THE TRASH ENCLOSURE AREA.

6. THERE SHALL BE NO OUTDOOR STORAGE OR PLACEMENT OF ANY MATERIALS OR EQUIPMENT USED IN CONJUNCTION WITH THE HOTEL.

7. ANY MECHANICAL EQUIPMENT, EXHAUST PIPES OR VENTS INSTALLED FOR THE HOTEL AND SWIMMING POOL BUILDING SHALL BE PROPERLY SCREENED WITH APPROVED MATERIALS.

8. OVERHEAD ELECTRIC SERVICE LINES TRAVELING THROUGH THE DRURY INN SITE SHALL BE PLACED UNDERGROUND.

9. ANY FUTURE ENLARGEMENT OR ALTERATION IN THE USE OF THE STRUCTURE OR SITE, OR SIGNIFICANT CHANGES IN OPERATIONAL CONDITIONS, MUST BE APPROVED BY THE CITY COUNCIL UPON RECEIPT OF THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION AS AN AMENDMENT TO THE CONDITIONAL USE PERMIT BEFORE A BUILDING PERMIT FOR THE ENLARGEMENT OR ALTERATION MAY BE ISSUED, AND MAY REQUIRE ADDITIONAL PARKING TO BE PROVIDED.

10. THE BUILDINGS MUST HAVE PROPER SIGNS TO COMPLY WITH THE "NO SMOKING" ORDINANCE NUMBER 1392 AND AMENDING ORDINANCE NUMBER 1548.

11. A COPY OF ALL HEREIN ATTACHED CONDITIONS SHALL BE FURNISHED BY THE OWNER OR PETITIONER TO THE OPERATOR(S) OR MANAGER(S) INCLUDING SUCCESSIVE OPERATOR(S), OWNER(S) OR MANAGER(S) WHO SHALL FORWARD TO THE

ZONING ADMINISTRATOR AN ACKNOWLEDGMENT THAT HE OR SHE HAS READ AND UNDERSTOOD EACH OF THESE CONDITIONS AND AGREES TO COMPLY THEREWITH.

12. ALL CONDITIONS CONTAINED WITHIN THIS PERMIT SHALL BE POSTED UPON THE PROPERTY IN SUCH A MANNER THAT IT IS VISIBLE TO THE PUBLIC AND THE OPERATOR OF SAID FACILITY.

13. FAILURE TO COMPLY WITH ANY ONE OR ALL OF THE CONDITIONS OF THIS PERMIT SHALL BE ADEQUATE CAUSE FOR THE REVOCATION OR MODIFICATION OF SAID PERMIT BY THE CITY COUNCIL, PROVIDED, HOWEVER, NO PERMIT SHALL BE REVOKED OR MODIFIED WITHOUT REASONABLE NOTICE TO THE OWNER OF THE INTENTION OF THE CITY COUNCIL TO REVOKE OR MODIFY SAID PERMIT AND REASONABLE TIME GRANTED TO THE OWNER TO CORRECT ANY SUCH BREACH OR CONDITION, EXCEPT FOR REPEATED BREACHES OR VIOLATIONS.

14. NO CONDITIONAL USE PERMIT GRANTED BY THE CITY COUNCIL SHALL BE VALID FOR A PERIOD LONGER THAN ONE YEAR FROM THE DATE IT GRANTS THE CONDITIONAL USE PERMIT UNLESS WITHIN SUCH PERIOD: (1) A BUILDING PERMIT IS OBTAINED AND CONSTRUCTION IS BEGUN; OR (2) IF A BUILDING PERMIT IS NOT REQUIRED, AN OCCUPANCY PERMIT IS OBTAINED AND THE USE OF THE BUILDING COMMENCED. THE CITY COUNCIL MAY, WITHOUT NOTICE OR HEARING, GRANT EXTENSIONS NOT EXCEEDING ONE HUNDRED AND EIGHTY (180) DAYS EACH, UPON WRITTEN APPLICATION FILED AND GRANTED PRIOR TO THE EXPIRATION OF THE CONDITIONAL USE PERMIT PERIOD.

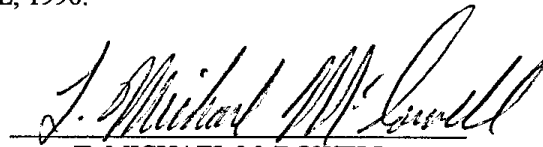
15. A DETAILED LANDSCAPED PLAN OF THE SITE MUST BE SUBMITTED TO THE CITY OF CREVE COEUR FOR REVIEW AND APPROVAL.

16. THE EXTERIOR SITE LIGHTING SHALL CONFORM TO THE GUIDELINES FOR THE SOUTHEAST OLIVE/I-270 DEVELOPMENT AREA.

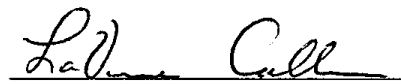
17. A SHARED PARKING ARRANGEMENT BETWEEN THE HOTEL AND ON-SITE RESTAURANT IS HEREBY AUTHORIZED BY THE CITY OF CREVE COEUR PURSUANT TO THE AUTHORITY AND STANDARDS FOUND IN SECTION 26-91.7(d) OF ORDINANCE NUMBER 1044.

18. ANY TRANSFER OF OWNERSHIP OR LEASE OF THE PROPERTY SHALL INCLUDE IN THE TRANSFER OR LEASE AGREEMENT A PROVISION THAT THE PURCHASER OR LESSEE AGREES TO BE BOUND BY THE CONDITIONS HEREIN SET FORTH AND THE APPROVED DEVELOPMENT PLAN FOR THE PROPERTY.

GRANTED THIS 9TH DAY OF APRIL, 1996.


T. MICHAEL McDOWELL
CITY ADMINISTRATOR

ATTEST:


LaVERNE COLLINS, CITY CLERK
CITY OF CREVE COEUR

128/211

RESOLUTION NO. 1752

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE EXECUTION OF A CONTRACT WITH STF LLC D/B/A TRAFFIC CONTROL COMPANY FOR THE 2024 ROADWAY STRIPING PROJECT FOR THE NOT-TO-EXCEED AMOUNT OF \$36,550.00

WHEREAS, the City of Creve Coeur strives to provide safe roadways for the use of the public; and

WHEREAS, clear pavement markings are necessary to guide motorists, cyclists, and pedestrians along the City's principal roadways; and

WHEREAS, this project and these improvements have been competitively bid per the requirements outlined in the City of Creve Coeur Code of Ordinances; and

WHEREAS, STF, LLC (dba Traffic Control Company) was determined by staff to be qualified to meet the City's requirements and to have provided a fair bid for the project.

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

Section 1. The Contract between **STF, LLC, (dba Traffic Control Company)** and the City of Creve Coeur, attached hereto as "Exhibit A," with a **not-to-exceed contract sum of \$ 36,550.00**, is hereby approved and the City Administrator is hereby authorized and directed to enter into and execute that Contract. The Contract as executed shall be substantially in the form of "Exhibit A," with such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Resolution. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient, or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the Contract.

ADOPTED THIS 9TH DAY OF SEPTEMBER, 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, **STF, LLC (d/b/a Traffic Control Company)**, with offices at **601 8th Street, Valley Park, MO 63088** (hereinafter called the "Contractor"). The project is identified as **2024 Roadway Striping 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) Technical Specifications
- 5) Non-Collusion Affidavit
- 6) Contractor's Affidavit for Public Construction Projects
- 7) Performance Bond and Payment Bond
- 8) Construction Schedule
- 9) Missouri Annual Wage Order
- 10) All Addenda to the Bid Documents and all Modifications issued after execution of this Contract

- 11) 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.
- 12) The St. Louis County Standard Drawings, dated April 29, 2020, referred to herein as the “Standard Drawings” and applicable to the Work of this Contract by reference.
- 13) The latest version of the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)

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

ARTICLE II

Scope of Work

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

ARTICLE III

Time of Completion

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

The Work to be performed under the Contract shall commence within twenty (20) calendar days of the date of the written Notice to Proceed as issued by the City.

As indicated in the Job Special Provisions, some streets will be resurfaced by other City projects and striping work cannot be completed until the resurfacing is complete:

- Hibler Road and Magna Carta Drive will be resurfaced as part of the City’s annual asphalt resurfacing program. This work is required to be complete before November 1, 2024. Striping work cannot begin until resurfacing is completed, but must be completed on or before **December 2, 2024**. The striping of the crosswalk on Spoede Road near Spoede Elementary must also be completed by **December 2, 2024**.

The remainder of the Work shall be completed on or before **May 23, 2025**.

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 Thirty-Six Thousand, Five-Hundred-Fifty Dollars and Zero Cents (\$36,550.00). The Contract unit prices and Contract item quantities are listed in Table 1 of this Agreement. These unit prices and item quantities form the basis of the not-to-exceed Contract Sum, as described above and as illustrated in Table 1 of this Agreement. All payments for the Work shall be based upon the Contract unit costs listed in Table 1.

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

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

ARTICLE V
Performance of the Work

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

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

(b) The Notice to Proceed shall be issued within fourteen (14) calendar days after the award of the contract or submittal to and approval by the City of the foregoing required documents, whichever is later. Undue delay in submitting such required documents shall be grounds for termination of the contract by the City upon three (3) days advance written notice.

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

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

- three hundred dollars (\$300.00) 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 (c) of Article V hereof, provided the Contractor uses his best efforts to remedy the delay in the manner specified in paragraph (d) of Article V hereof. If, as a result of any such cause beyond the Contractor's control, the delay in completion of the Work in accordance with the Construction Schedule is so great that it cannot be remedied in the aforesaid manner, or if the backlog of Work is so great that it cannot be remedied without incurring additional cost which the City does not authorize, then the time of completion and the Construction Schedule shall be extended pursuant to a Change Order for the minimum period of delay occasioned by such cause. The period of delay and extension shall be determined by the City.

(b) Notwithstanding the foregoing paragraph (a), no extension of time shall be granted for any delay the cause of which occurs more than seven (7) days before claim therefore is made in writing by the Contractor to the City, and no extension of time shall be granted if the Contractor could have avoided the need for such extension by the exercise of reasonable care and foresight, as determined by the Director of Public Works. In the case of a continuing cause of delay, only one claim is necessary.

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

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

ARTICLE VII

Changes in the Work

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

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

ARTICLE VIII

Termination of the City-Contractor Agreement

(a) If the Contractor is adjudged a bankrupt; or if the Contractor makes a general assignment for the benefit of creditors; or if a receiver is appointed on account of the Contractor's insolvency; or if the Contractor persistently or repeatedly fails, except in cases for which extension of time is provided, to make progress in accordance with the Construction Schedule; or if the Contractor fails to make prompt payment to Subcontractors or for material or labor, or persistently disregards laws, ordinances or the instructions of the City, or otherwise breaches any provision of the Contract, the City may, without prejudice to any other right or remedy, by giving written notice to the Contractor and his surety, terminate the Contract, take

possession of the Work and of all materials and equipment thereon, and finish the Work by whatever method the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the value of the Work completed to date shall exceed the expenses of finishing the Work, including additional professional, managerial, and administrative expenses, such excess shall be paid to the Contractor. If such expenses shall exceed the unpaid balance of the value of the Work completed to date, the Contractor shall pay the difference to the City promptly upon demand.

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

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

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

ARTICLE IX

Contractor's Liability Insurance

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

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

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

- (a) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of \$1,000,000.
- (b) Comprehensive General Liability and Bodily Injury
 - Including Death: \$1,000,000 each person
\$1,000,000 each occurrence
 - Property Damage: \$1,000,000 each occurrence

\$1,000,000 aggregate

(c) Comprehensive Automobile Liability, Bodily Injury

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

\$1,000,000 each occurrence

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

(d) Owner's Protective Bodily Injury

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

\$1,000,000 each occurrence

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

\$1,000,000 aggregate

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

ARTICLE X

Equal Opportunity and Non-Discrimination

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

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

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

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

Further, on any federal assisted contract, the Contractor and sub-contractor agree to comply with the Equal Employment Opportunity provisions cited in CFR 23, Subpart D – Construction Contract Equal Employment Opportunity Compliance Procedures, CFR 49 – Non-Discrimination in Federally-assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, E.E. 11246 and Title VII of the Civil Rights Act of 1964.

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

- a) Withholding payments to the contractor under the contract until the contractor complies and/or
 - b) Cancellation, termination or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The contractor shall include provisions of paragraphs (1) through (5) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE XI

Conflicts of Interest

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

ARTICLE XII

The Work

The Contractor shall furnish all labor, materials, and equipment necessary to complete all services included in the Work. The scope of work includes pavement striping in specified locations in the City of Creve Coeur, Missouri. This work is more specifically described in the Technical Specifications.

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

TABLE 1
Summary of Contract Quantities, Contract Unit Prices, and Contract Sum

Item Number	Item	Unit	Contract Quantity	Contract Unit Price	Item Subtotal
612301	TRAFFIC CONTROL	LS	1	\$ 5,000.00	\$ 5,000.00
621110A	4" WHITE EPOXY PAVEMENT MARKING	LF	14,900	\$ 0.60	\$ 8,940.00
621120A	4" YELLOW EPOXY PAVEMENT MARKING	LF	15,000	\$ 0.60	\$ 9,000.00
621210A	12" WHITE EPOXY PAVEMENT MARKING (CROSSWALKS)	LF	300	\$ 20.00	\$ 6,000.00
621310A	24" WHITE EPOXY PAVEMENT MARKING (STOP BAR)	LF	125	\$ 30.00	\$ 3,750.00
621315A	24" WHITE EPOXY PAVEMENT MARKING (YIELD TRIANGLE)	LF	40	\$ 20.00	\$ 800.00
621320A	24" WHITE EPOXY PAVEMENT MARKING (MIDBLOCKS)	LF	40	\$ 30.00	\$ 1,200.00
621501A	WHITE EPOXY PAVEMENT MARKING, LEFT/RIGHT ARROW	EA	6	\$ 310.00	\$ 1,860.00
CONTRACT SUM:				\$	36,550.00

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

CITY OF CREVE COEUR

By _____
Mark C. Perkins, City Administrator

(SEAL)

By _____
James H. Heines, Director of Public Works

Attest: _____
City Clerk

Date: _____

STF, LLC
D/B/A TRAFFIC CONTROL COMPANY

By _____
Signature

Printed Name

(SEAL)

Title

Attest: _____

Date: _____



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: August 29, 2024

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works
Steve Berez, City Engineer/Assistant Director of Public Works

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

SUBJECT: Recommendation for Contract Award
2024 Roadway Striping Project

Public Works staff has reviewed the bid that was submitted for the 2024 Roadway Striping Project and recommends that the City enter into a contract with STF, LLC (Traffic Control Company) for this annual project to refresh and improve pavement markings along the City's streets.

Background

The City maintains the lane lines, stop bars, crosswalks, arrows, and other striping and pavement markings on its streets. These pavement markings are necessary for the proper and safe function of the City's roadways.

Pavement markings generally wear and fade, due to both time and traffic. These need to be repainted on a regular basis in order to remain clear.

The yellow and white lines on the pavement are typically applied using a large truck with an array of spray nozzles extending off of the truck's rear. Markings like arrows, crosswalks, and stop bars need to be painted with smaller equipment or by hand using stencils. Glass beads are dropped onto the wet paint to provide the reflection needed to make the pavement markings show up vividly at night and during poor weather.

This work is usually completed within a period of a few days. The roads will remain open to traffic during the linear painting, but the arrows, stop bars, and crosswalks will require temporary lane closures while the paint dries.

Paint Options

There are several types of paint that can be used for pavement markings. The City uses an epoxy paint due to its durability. Epoxy paint lasts about 4-5 years on the City's streets before it needs to be repainted. There are cheaper and more expensive types of paint, but staff has found that the epoxy paint provides the best value and performance for the City. For example, waterborne paint is cheaper to apply, but it fades rapidly and should be repainted every year on most roadways. The annual applications of waterborne paint mean that the City would end up spending about the same amount each year on pavement markings using waterborne or epoxy paint. The advantage of the epoxy paint is that its longer life provides more consistently visible markings than the waterborne paint would.

A drawback to the use of epoxy paint is that there is currently only one company in the St. Louis area that is outfitted and capable of applying epoxy paint to roadways. In the past, contractors from neighboring regions have stated that our projects are not large enough for them to travel to the St. Louis area to complete.

Scope of Work

This year's striping program will involve repainting the existing striping and pavement markings along Warson Road in 2018 and is due for repainting: Hibler Road and Magna Carta Drive will need to be repainted after they are repaired or resurfaced this September and October.

Bidding

The Invitation for Bids was advertised on the Drexel Technologies online planroom.

Bid Results and Discussion

The City publicly opened bids for this project at 10:00 a.m. on Wednesday, August 28, 2024. One bid was submitted for the work, and there were no errors or inconsistencies found on the bid.

<u>Bidder</u>	<u>Total Bid Price</u>
1. STF, LLC (dba Traffic Control Company).....	\$ 36,550.00

The staff estimate was based upon the striping project that Traffic Control completed for the City in 2023. The unit prices bid by STF for the proposed project have remained almost exactly the same as the prices from the 2023 project, and staff finds that the bid prices are fair and advantageous for the City.

Bidders' Qualifications

STF, LLC (dba Traffic Control Company) is currently the only contractor in the St. Louis area who is outfitted to apply epoxy paint on roadways. This firm has provided good pavement marking services for the City with the 2019, 2021, 2022, and 2023 programs, and the recent project on North New Ballas Road.

Financing

Funding for this project has been allocated in FY2025 of the Capital Improvement Program through the Capital Fund. Specifically, funding is available for this project in account 02-61-71-9510 (Street and Sidewalk Improvements).

Recommendation

Staff recommends that the City award the contract for the 2024 Roadway Striping Project to STF, LLC (dba Traffic Control Company) for the not-to-exceed contract sum of \$36,550.00. STF, LLC has offered a fair price for the work that is within the City's budget, and STF, LLC has a history of providing good pavement markings to the City.

Attachment: Bid Tabulation



BID TABULATION

2024 Roadway Striping Project

City of Creve Coeur, Missouri

Bids opened: 10:00 am, Wednesday, August 28, 2024

Item Number	Item	Unit	Contract Quantity
612301	TRAFFIC CONTROL	LS	1
621110A	4" WHITE EPOXY PAVEMENT MARKING	LF	14,900
621120A	4" YELLOW EPOXY PAVEMENT MARKING	LF	15,000
621210A	12" WHITE EPOXY PAVEMENT MARKING (CROSSWALKS)	LF	300
621310A	24" WHITE EPOXY PAVEMENT MARKING (STOP BAR)	LF	125
621315A	24" WHITE EPOXY PAVEMENT MARKING (YIELD TRIANGLE)	LF	40
621320A	24" WHITE EPOXY PAVEMENT MARKING (MIDBLOCKS)	LF	40
621501A	WHITE EPOXY PAVEMENT MARKING, LEFT/RIGHT ARROW	EA	6

Engineer's Estimate	
Unit Bid Price	Item Subtotal
\$ 4,000.00	\$ 4,000.00
\$ 0.60	\$ 8,940.00
\$ 0.60	\$ 9,000.00
\$ 20.00	\$ 6,000.00
\$ 30.00	\$ 3,750.00
\$ 50.00	\$ 2,000.00
\$ 50.00	\$ 2,000.00
\$ 300.00	\$ 1,800.00

STF LLC dba Traffic Control Company	
Unit Bid Price	Item Subtotal
\$ 5,000.00	\$ 5,000.00
\$ 0.60	\$ 8,940.00
\$ 0.60	\$ 9,000.00
\$ 20.00	\$ 6,000.00
\$ 30.00	\$ 3,750.00
\$ 20.00	\$ 800.00
\$ 30.00	\$ 1,200.00
\$ 310.00	\$ 1,860.00

Denotes calculation error. Corrected value shown.

Total Bid:

Engineer's Estimate	
\$	37,490.00

STF LLC dba Traffic Control Company	
\$	36,550.00

RESOLUTION NO. 1753

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE EXECUTION OF A CONTRACT WITH GERSTNER ELECTRIC, INC. FOR THE NEW BALLAS/MAGNA CARTA VIDEO DETECTION PROJECT FOR THE NOT-TO-EXCEED AMOUNT OF \$37,120.00

WHEREAS, the City of Creve Coeur strives to provide safe roadways for the use of the public; and

WHEREAS, reliable traffic signals are necessary to guide motorists, cyclists, and pedestrians along the City's principal roadways; and

WHEREAS, this project and these improvements have been competitively bid per the requirements outlined in the City of Creve Coeur Code of Ordinances; and

WHEREAS, Gerstner Electric, Inc. has provided the lowest responsible bid for the project.

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

Section 1. The Contract between Gerstner Electric, Inc. and the City of Creve Coeur, attached hereto as "Exhibit A," with a **not-to-exceed contract sum of \$ 37,120.00**, is hereby approved and the City Administrator is hereby authorized and directed to enter into and execute that Contract. The Contract as executed shall be substantially in the form of "Exhibit A," with such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Resolution. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient, or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the Contract.

ADOPTED THIS 9TH DAY OF SEPTEMBER, 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, **Gerstner Electric, Inc.**, with offices at **2400 Cassens Drive, Fenton, MO 63026** (hereinafter called the "Contractor"). The project is identified as **New Ballas/Magna Carta Video Detection 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 Bond and Payment Bond (if necessary)
- 7) Construction Schedule
- 8) All Addenda to the Bid Documents and all Modifications issued after execution of this Contract
- 9) The 2024 Missouri Standard Specifications for Highway Construction, referred to herein as the "Standard Specifications" and applicable to the Work of this Contract by reference.

- 10) The 2024 Missouri Standard Plans for Highway Construction, referred to herein as the “Standard Drawings” and applicable to the Work of this Contract by reference.
- 11) The latest version of the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)

The documents listed above, together with this Agreement, form the Contract and are all as fully a part of the Contract as if attached to this Agreement or repeated herein. 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.

- All work shall be completed on or before **December 2, 2024**.

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 Thirty-Seven Thousand, One-Hundred-Twenty Dollars and Zero Cents (\$37,120.00). The Contract unit prices and Contract item quantities are listed in Table 1 of this Agreement. These unit prices and item quantities form the basis of the not-to-exceed Contract Sum, as described above and as illustrated in Table 1 of this Agreement. All payments for the Work shall be based upon the Contract unit costs listed in Table 1.

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

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

ARTICLE V

Performance of the Work

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

- (1) A Construction Schedule for the Work, which shall indicate the target dates for starting and completing the various stages of the Work.
- (2) A Traffic Control Plan indicating the location of all proposed signage, detours, and lane closures requested for the Work and which adequately address and maintain the pedestrian and vehicular traffic during the Work. All traffic control shall be according to the standards of the Manual on Uniform Traffic Control Devices (MUTCD) developed by the Federal Highway Administration, as referenced in Article I of this Agreement.
- (3) Proof of compliance with all insurance requirements, acceptable to the City.
- (4) All required bonds.

(5) Any missing bid documents.

(b) The Notice to Proceed shall be issued within fourteen (14) calendar days after the award of the contract or submittal to and approval by the City of the foregoing required documents, whichever is later. Undue delay in submitting such required documents shall be grounds for termination of the contract by the City upon three (3) days advance written notice.

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

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

- three hundred dollars (\$300.00) 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 (c) of Article V hereof, provided the Contractor uses his best efforts to remedy the delay in the manner specified in paragraph (d) of Article V hereof. If, as a result of any such cause beyond the Contractor's control, the delay in completion of the Work in accordance with the Construction Schedule is so great that it cannot be remedied in the aforesaid manner, or if the backlog of Work is so great that it cannot be remedied without incurring additional cost which the City does not authorize, then the time of completion and the Construction Schedule shall be extended pursuant to a Change Order for the minimum period of delay occasioned by such cause. The period of delay and extension shall be determined by the City.

(b) Notwithstanding the foregoing paragraph (a), no extension of time shall be granted for any delay the cause of which occurs more than seven (7) days before claim therefore is made in writing by the Contractor to the City, and no extension of time shall be granted if the Contractor could have avoided the need for such extension by the exercise of reasonable care and foresight, as determined by the Director of Public Works. In the case of a continuing cause of delay, only one claim is necessary.

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

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

ARTICLE VII

Changes in the Work

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

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

ARTICLE VIII

Termination of the City-Contractor Agreement

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

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

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

(b) Performance of the Work hereunder may be terminated by the City by giving three (3) days prior written notice to the Contractor if the City, in its sole discretion, decides to discontinue or suspend construction. In the event of such termination, as opposed to

termination pursuant to paragraph (a) of this Article VIII, the Contract Sum shall be reduced in an equitable manner by agreement between the parties.

ARTICLE IX

Contractor's Liability Insurance

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

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

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

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

(b) Comprehensive General Liability and Bodily Injury

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

\$1,000,000 each occurrence

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

\$1,000,000 aggregate

(c) Comprehensive Automobile Liability, Bodily Injury

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

\$1,000,000 each occurrence

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

(d) Owner's Protective Bodily Injury

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

\$1,000,000 each occurrence

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

\$1,000,000 aggregate

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

ARTICLE X**Equal Opportunity and Non-Discrimination**

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

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

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

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

Further, on any federal assisted contract, the Contractor and sub-contractor agree to comply with the Equal Employment Opportunity provisions cited in CFR 23, Subpart D – Construction Contract Equal Employment Opportunity Compliance Procedures, CFR 49 – Non-Discrimination in Federally-assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, E.E. 11246 and Title VII of the Civil Rights Act of 1964.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, ancestry, income, limited English proficiency, sex, gender, gender identity, sexual orientation, age, disability, or familial status in the selection, retention, and treatment of subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contractor covers a program set for in Appendix B of the Regulations.

3. Solicitation for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, ancestry, income, limited English proficiency, sex, gender, gender identity, sexual orientation, age, disability, or familial status.
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department of the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a) Withholding payments to the contractor under the contract until the contractor complies and/or
 - b) Cancellation, termination or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The contractor shall include provisions of paragraphs (1) through (5) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE XI**Conflicts of Interest**

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

ARTICLE XII**The Work**

The Contractor shall furnish all labor, materials, and equipment necessary to complete all services included in the Work. The scope of work includes installing a new video detection system for the traffic signal at the New Ballas Road and Magna Carta Drive intersection in the City of Creve Coeur, Missouri. This work is more specifically described in the Technical Specifications.

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

TABLE 1
Summary of Contract Quantities, Contract Unit Prices, and Contract Sum

Item Number	Item	Unit	Contract Quantity	Contract Unit Price	Item Subtotal
612301	TRAFFIC CONTROL	LS	1	\$ 600.00	\$ 600.00
9024975	VIDEO DETECTION SYSTEM	EA	1	\$ 31,520.00	\$ 31,520.00
	CITY ALLOWANCE	LS	1	\$ 5,000.00	\$ 5,000.00
CONTRACT SUM:				\$	37,120.00

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

CITY OF CREVE COEUR

By _____
Mark C. Perkins, City Administrator

(SEAL)

By _____
James H. Heines, Director of Public Works

Attest: _____
City Clerk

Date: _____

GERSTNER ELECTRIC, INC.

By _____
Signature

Printed Name

(SEAL)

Title

Attest: _____

Date: _____



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: August 29, 2024

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works
Steve Berez, City Engineer, Assistant Director of Public Works

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

SUBJECT: Recommendation for Contract Award
New Ballas/Magna Carta Video Detection Project

Competitive bids have been received and evaluated for the City's New Ballas/ Magna Carta Video Detection Project. City staff recommends entering into a contract with Gerstner Electric, Inc. based upon the quality of past work and their low bid for the project.

Background

The traffic signals at New Ballas Road and Magna Carta Drive currently have "loop" detectors installed. These loop detectors are wires with metal detectors that are installed in pavement. When a vehicle approaches the intersection, the detectors senses them and tells the traffic controller to change the signal.

Over the past few years, the loop detectors have malfunctioned frequently and the City's signal contractor has to perform maintenance on them – either resetting the controlling or even replacing the loops. These frequent repairs have become costly.

Video detection has become more popular over the past 10-15 years. Video detection performs the same function as loop detectors, but instead of wires installed in the pavement, there are cameras installed on top of the mast arms. Since these cameras are installed on top of the signals, they typically cannot be damaged by traffic or pavement repairs and require less maintenance. Multiple other City traffic signals have video detection and the City prefers this method of detection.

Bidding

The Project Manual was sent to electrical contractors that have done work for the City in the past including Gerstner Electric, Meyer Electric Company and Reinhold Electric.

Bid Results and Discussion

The City publicly opened bids for this project at 10:00 a.m. on Thursday, August 22, 2024. Two bids were submitted for the work. There were no errors or inconsistencies found in the bids.

<u>Bidder</u>	<u>Total Bid Price</u>
1. Gerstner Electric, Inc.	\$ 32,120.00
2. Meyer Electric Company	\$ 36,188.00

The staff estimate was based upon the actual bid cost for the new video detection system at the signal at New Ballas Road and City Place Drive as part of the New Ballas Road Improvement Project – Phase 1, which was installed earlier in 2024. The bid price received from Gerstner is about \$8,000 less than the bid price for the City Place Drive signal.

The wiring for the new video equipment has been designed to utilize existing underground conduits. During the design period, City staff with assistance from an electrical contractor opened a few of the existing traffic signal handholes where the existing conduit runs terminate. Tests such as pulling on the existing wires, visually checking amount of space left in conduits and visually checking the condition of conduits were done.

Based on this, the electrical contractor believes that likely all the new wiring for the video detection system could be pulled through the existing underground conduits without having to dig up and/or replace sections of the existing conduits. However, there is a chance that some of this work will be necessary. Staff recommends that an allowance of \$5,000.00 be added to the low bid amount received in case some of the repairs are necessary. With the addition of the allowance, the total not-to-exceed contract would be \$37,120.00.

Bidders' Qualifications

Gerstner Electric has performed signal work for the City on many projects. Gerstner also does signal projects for numerous other area agencies, including MoDOT.

Financing

Since this signal directly serves the Police Department and Public Safety, funding for this project will come from the Public Safety Fund, account # 19-21-23-9503. This was not a budgeted item and it may need a budget amendment, but there are currently sufficient reserves in this account to cover the cost.

Recommendation

Staff recommends that the City Council authorize execution of a contract for the New Ballas/ Magna Carta Video Detection Project to the lowest responsible bidder, Gerstner Electric, Inc. for the not-to-exceed contract sum of \$37,120.00.

Attachment: Exhibit A - City-Contractor Agreement
Exhibit B - Bid Tabulation

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, **Gerstner Electric, Inc.**, with offices at **2400 Cassens Drive, Fenton, MO 63026** (hereinafter called the "Contractor"). The project is identified as **New Ballas/Magna Carta Video Detection 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 Bond and Payment Bond (if necessary)
- 7) Construction Schedule
- 8) All Addenda to the Bid Documents and all Modifications issued after execution of this Contract
- 9) The 2024 Missouri Standard Specifications for Highway Construction, referred to herein as the "Standard Specifications" and applicable to the Work of this Contract by reference.

- 10) The 2024 Missouri Standard Plans for Highway Construction, referred to herein as the “Standard Drawings” and applicable to the Work of this Contract by reference.
- 11) The latest version of the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)

The documents listed above, together with this Agreement, form the Contract and are all as fully a part of the Contract as if attached to this Agreement or repeated herein. 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.

- All work shall be completed on or before **December 2, 2024**.

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 Thirty-Seven Thousand, One-Hundred-Twenty Dollars and Zero Cents (\$37,120.00). The Contract unit prices and Contract item quantities are listed in Table 1 of this Agreement. These unit prices and item quantities form the basis of the not-to-exceed Contract Sum, as described above and as illustrated in Table 1 of this Agreement. All payments for the Work shall be based upon the Contract unit costs listed in Table 1.

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

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

ARTICLE V

Performance of the Work

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

- (1) A Construction Schedule for the Work, which shall indicate the target dates for starting and completing the various stages of the Work.
- (2) A Traffic Control Plan indicating the location of all proposed signage, detours, and lane closures requested for the Work and which adequately address and maintain the pedestrian and vehicular traffic during the Work. All traffic control shall be according to the standards of the Manual on Uniform Traffic Control Devices (MUTCD) developed by the Federal Highway Administration, as referenced in Article I of this Agreement.
- (3) Proof of compliance with all insurance requirements, acceptable to the City.
- (4) All required bonds.

(5) Any missing bid documents.

(b) The Notice to Proceed shall be issued within fourteen (14) calendar days after the award of the contract or submittal to and approval by the City of the foregoing required documents, whichever is later. Undue delay in submitting such required documents shall be grounds for termination of the contract by the City upon three (3) days advance written notice.

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

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

- three hundred dollars (\$300.00) 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 (c) of Article V hereof, provided the Contractor uses his best efforts to remedy the delay in the manner specified in paragraph (d) of Article V hereof. If, as a result of any such cause beyond the Contractor's control, the delay in completion of the Work in accordance with the Construction Schedule is so great that it cannot be remedied in the aforesaid manner, or if the backlog of Work is so great that it cannot be remedied without incurring additional cost which the City does not authorize, then the time of completion and the Construction Schedule shall be extended pursuant to a Change Order for the minimum period of delay occasioned by such cause. The period of delay and extension shall be determined by the City.

(b) Notwithstanding the foregoing paragraph (a), no extension of time shall be granted for any delay the cause of which occurs more than seven (7) days before claim therefore is made in writing by the Contractor to the City, and no extension of time shall be granted if the Contractor could have avoided the need for such extension by the exercise of reasonable care and foresight, as determined by the Director of Public Works. In the case of a continuing cause of delay, only one claim is necessary.

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

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

ARTICLE VII

Changes in the Work

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

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

ARTICLE VIII

Termination of the City-Contractor Agreement

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

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

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

(b) Performance of the Work hereunder may be terminated by the City by giving three (3) days prior written notice to the Contractor if the City, in its sole discretion, decides to discontinue or suspend construction. In the event of such termination, as opposed to

termination pursuant to paragraph (a) of this Article VIII, the Contract Sum shall be reduced in an equitable manner by agreement between the parties.

ARTICLE IX

Contractor's Liability Insurance

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

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

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

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

(b) Comprehensive General Liability and Bodily Injury

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

\$1,000,000 each occurrence

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

\$1,000,000 aggregate

(c) Comprehensive Automobile Liability, Bodily Injury

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

\$1,000,000 each occurrence

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

(d) Owner's Protective Bodily Injury

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

\$1,000,000 each occurrence

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

\$1,000,000 aggregate

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

ARTICLE X

Equal Opportunity and Non-Discrimination

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

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

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

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

Further, on any federal assisted contract, the Contractor and sub-contractor agree to comply with the Equal Employment Opportunity provisions cited in CFR 23, Subpart D – Construction Contract Equal Employment Opportunity Compliance Procedures, CFR 49 – Non-Discrimination in Federally-assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, E.E. 11246 and Title VII of the Civil Rights Act of 1964.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, ancestry, income, limited English proficiency, sex, gender, gender identity, sexual orientation, age, disability, or familial status in the selection, retention, and treatment of subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contractor covers a program set for in Appendix B of the Regulations.

3. Solicitation for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, ancestry, income, limited English proficiency, sex, gender, gender identity, sexual orientation, age, disability, or familial status.
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department of the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a) Withholding payments to the contractor under the contract until the contractor complies and/or
 - b) Cancellation, termination or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The contractor shall include provisions of paragraphs (1) through (5) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE XI**Conflicts of Interest**

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

ARTICLE XII**The Work**

The Contractor shall furnish all labor, materials, and equipment necessary to complete all services included in the Work. The scope of work includes installing a new video detection system for the traffic signal at the New Ballas Road and Magna Carta Drive intersection in the City of Creve Coeur, Missouri. This work is more specifically described in the Technical Specifications.

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

TABLE 1
Summary of Contract Quantities, Contract Unit Prices, and Contract Sum

Item Number	Item	Unit	Contract Quantity	Contract Unit Price	Item Subtotal
612301	TRAFFIC CONTROL	LS	1	\$ 600.00	\$ 600.00
9024975	VIDEO DETECTION SYSTEM	EA	1	\$ 31,520.00	\$ 31,520.00
	CITY ALLOWANCE	LS	1	\$ 5,000.00	\$ 5,000.00
CONTRACT SUM:				\$	37,120.00

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

CITY OF CREVE COEUR

By _____
Mark C. Perkins, City Administrator

(SEAL)

By _____
James H. Heines, Director of Public Works

Attest: _____
City Clerk

Date: _____

GERSTNER ELECTRIC, INC.

By _____
Signature

Printed Name

(SEAL)

Title

Attest: _____

Date: _____



BID TABULATION

New Ballas/Magna Carta Video Detection Project

City of Creve Coeur, Missouri

Bids opened: 10:00 am, Thursday, August 22, 2024

EXHIBIT B

Item Number	Item	Unit	Contract Quantity
612301	TRAFFIC CONTROL	LS	1
9024975	VIDEO DETECTION SYSTEM	EA	1

Engineer's Estimate	
Unit Bid Price	Item Subtotal
\$ 4,000.00	\$ 4,000.00
\$ 40,000.00	\$ 40,000.00

Gerstner Electric, Inc.	
Unit Bid Price	Item Subtotal
\$ 600.00	\$ 600.00
\$ 31,520.00	\$ 31,520.00

Meyer Electric Company, Inc.	
Unit Bid Price	Item Subtotal
\$ 2,500.00	\$ 2,500.00
\$ 33,688.00	\$ 33,688.00

 Denotes calculation error. Corrected value shown.

Total Bid:

Engineer's Estimate	
\$ 44,000.00	

Gerstner Electric, Inc.	
\$ 32,120.00	

Meyer Electric Company, Inc.	
\$ 36,188.00	



MEMORANDUM

Date: September 9, 2024
To: Mark Perkins, City Administrator
From: Melissa Bradford, Public Information Officer & Management Analyst
Subject: 2024 Plein Air Art Event Summary

The Creve Coeur Arts Committee recently hosted the city's first-ever Plein Air Art Event this summer, inviting artists to paint the scenery of our city in celebration of its 75th anniversary.

From July 6 through July 10, participating artists set up their easels outdoors and painted the landscapes of Creve Coeur. The event concluded on Thursday, July 11, with a display of all the submitted paintings during an evening reception in the historic Tappmeyer Homestead, located in Millennium Park. The reception was open from 5:00-8:30 p.m., where the community was invited to view the submitted paintings. The reception coincided with the second summer concert performed by Jeremiah Johnson.

Goals & Accomplishments

The Arts Committee had several goals in mind to accomplish when hosting this event:

1. Host a cultural event that engages the community (Strategic Plan 2023-2025).

This event successfully brought the community together as an opportunity to appreciate the arts. Volunteers counted a total of 250 attendees who walked through Tappmeyer Homestead during the evening reception. We had 19 artists participate in the event, with 32 paintings on display during the reception and 7 paintings sold by the end of the evening.

2. Promote cultural arts and encourage connections with local art organizations.

This event was a great way to promote the arts, as it allowed artists the opportunity to promote their artwork while also allowing the community to engage with local art. Numerous connections were built during the planning and marketing of this event, including networking with neighboring cities that host similar events, outreach to local art organizations to help promote the event, and business connections through sponsorships.

3. Establish a signature event for the Arts Committee.

The Arts Committee put in numerous hours of work to ensure this event was a success, including time spent researching and planning the event, seeking sponsorships, checking in artists at the start of the event, hanging artwork, and volunteering at the reception. The Arts Committee believes this event has potential to grow and proposes this become an annual event for the city.

Financial Recap

REVENUES	
Best in Show Prize – Sponsored by Stephanie Connell STL Homes	\$750.00
First Runner Up Prize – Sponsored by Kodner Gallery	\$500.00
Honorable Mention Prize – Sponsored by Link Auction Galleries	\$250.00
Artist Entry Fee (\$40) x 21 entries	\$840.00
TOTAL	\$2,340.00
EXPENSES	
Best in Show Prize – Sponsored by Stephanie Connell STL Homes	\$750.00
First Runner Up Prize – Sponsored by Kodner Gallery	\$500.00
Honorable Mention Prize – Sponsored by Link Auction Galleries	\$250.00
Juror Fee	\$250.00
Award Ribbons (3)	\$61.81
Reception Food	\$183.39
Event Yard Signs (8)	\$112.00
Artist Welcome Bags (30)	\$59.51
Event Supplies	\$41.96
TOTAL	\$2,208.67
NET REVENUE	\$131.33

The City budgeted an additional \$1,000 for this event in FY25. The purpose of this funding was to support this event during its first year in case unexpected expenses occurred; however, the event revenues covered the event expenses, without needing to use any of the budgeted \$1,000.

The Arts Committee recommends that the budgeted \$1,000 be spent on items to help support the future and growth of this event. At their recent meeting on August 26th, the Arts Committee recommended spending the budgeted \$1,000 on purchasing gallery rods for hanging the artwork. The gallery rods used this past summer were borrowed, and the City would need to purchase its own gallery rods to continue this event annually. After purchasing the gallery rods, any other remaining funds could be used to purchase event signage or purchase portable lighting to better illuminate the artwork inside of the Tappmeyer Homestead.

Attachments: (1) Event Photos
(2) West Newsmagazine Article



Malcolm Terrace Park provides winning inspiration for plein air event

By JEFFRY GREENBERG

The Creve Coeur Arts Committee hosted its inaugural Plein Air Art Event with Impressionist-era artist paintings from July 6-10. It culminated in a ceremony and reception on July 11 at the historic Tappmeyer Homestead in Millennium Park.

This was the first art-judging event for Julie Dunn-Morton, the curator of fine arts at the University of Missouri-St. Louis Mercantile Library. She was assigned to the role through her long-time association with current Creve Coeur Arts Committee presi-

dent Robert Morrissey, who co-emceed the event with Mayor Robert Hoffman.

It was fitting for Dunn-Morton to assume this role. "Plein air" signifies heading into the great outdoors and creating art surrounded by nature. From the outset, it was primarily related to the Impressionist era. Dunn-Morton joined the Mercantile staff in 2002, where she researched Missouri artists, 19th-century landscape painting and worked on a comprehensive catalog of the works of Frederick Oakes Sylvester—a poet and painter who prominently featured the Mississippi River and local landscapes in his art.

"The Mercantile Library has featured so many regional artists working on outdoor projects while Monet's (Garden of) Giverny was in vogue," Dunn-Morton said.

Yet another first at the event was Elizabeth Moreland Kern nabbing the top spot among paintings from 20 different artists. This was the fifth such event for the Webster Groves resident, whose previous best finish was an honorable mention.

This time, she claimed the blue ribbon for Best in Show for her painting "In the Woods" depicting Malcolm Terrace Park. The prize included \$750 in winnings, provided by Stephanie Connell STL Homes who has served for 22 years with Janet

McAfee Realty.

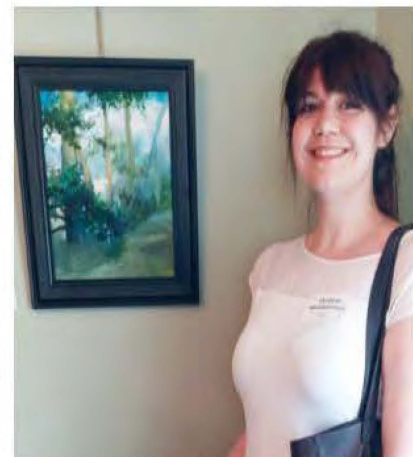
"Being a true introvert, I definitely went very deep into the woods to honor Mother Nature," Kern said. "They told me that the park was at the end of a dead-end road. I love trees, so I walked down a trail to a beautiful tree, waited for the tree to talk to me, then I started painting. It took me about three hours from start to finish.

"I've been painting since I was about 10. I'm 41 now, and still give private art lessons and sell my work. But when I saw all the high-quality work, I had no idea I could win."

First runner-up was awarded to Gary Beazley with "Malcolm Terrace Park." His red ribbon came with a \$500 prize donated by the Kodner Gallery. An honorable mention with a white ribbon and \$250 from Link Auction Galleries went to Katherine Martinez for "Stream Days."

Linda Kusmer, one of the members on hand from the Creve Coeur Arts Committee, was present at the event. The founder and long-time former owner of Total Interior Designs, Kusmer exuded enthusiasm while speaking of the evening's proceedings.

Kusmer gave accolades to fellow committee member Nan Kulkarni, who helped



Plein Air Art Event Best in Show winner Elizabeth Moreland Kern and her "In the Woods" from Malcolm Terrace Park. (Photo by Jeffry Greenberg)



Mayor Robert Hoffman announcing winners for the art event. (Photo by Jeffry Greenberg)

bring the event idea into reality from her many years serving on the Town & Country staff.

"This event was an answer to the question of how Creve Coeur can benefit from art and interact with the community," Kusmer said. "The idea was to make this an annual event and coordinate music (Jeremiah Johnson Band) with the great visuals of art."

Health Education within reach ...

Accessible, flexible and affordable. Start your career with a degree from Logan University.

APPLY NOW FOR A SEPT. 9, 2024 START

Doctor of Chiropractic | **On Campus**

Doctor of Education (Ed.D.) in Health Professions Education | **Online**

Master's in Sports Science & Rehabilitation | **Online**

Master's in Strength & Conditioning | **Online**

Master's in Nutrition & Human Performance | **Online**

Master's in Applied Nutrition & Dietetics | **Online & In-Person Hybrid**

Master's in Health Informatics | **Online**

Master's in Chiropractic Pediatrics | **Online**

Bachelor's in Human Biology | **Online**

Bachelor's in Life Science | **Online**



SCAN TO APPLY OR
VISIT LOGAN.EDU.
USE LM50 CODE TO
WAIVE APP FEE.

LOGAN UNIVERSITY **LEADERS** Made



MEMO TO THE MAYOR AND CITY COUNCIL

Date: September 5, 2024

Subject: **Electric Vehicle Charging Stations Work Session**

Prepared by: Bethany L. Moore, AICP, City Planner

Meeting Date: September 9, 2024

Attachments: Electric Vehicle Zoning Regulations Draft Outline

Background on EV Charging

There are currently 3 common types of chargers on the market today: Level 1, Level 2, and DC Fast chargers, sometimes called Level 3. Level 1 produces the lowest amount of charging power and is equivalent to a standard 120-V AC wall outlet. The range per hour provided by Level 1 chargers amounts to roughly 5 miles of range per 1 hour of charging. Although not the most desirable chargers for distance drivers, this type of charging allows most EVs to be charged almost anywhere. Level 2 is equivalent to 240-V electric connection and offers a larger range per hour than Level 1 at roughly 30 miles of range per 1 hour of charge. Level 2 chargers can charge most EVs fully in 8 hours. Level 2 is the most common level of charger typically provided by individual businesses or offices due to cost of installation and range per hour output. DC Fast chargers, as the name suggests, are the fastest of the three levels and provide a full charge in less than an hour. Due to the higher power capabilities of DC Fast chargers, they require a higher power supply and typically the largest utility equipment. DC Fast chargers are ideal for long distance travel and are the most ideal charging type needed to build a national framework of chargers to enable long-distance EV trips. The state of Missouri has been given \$98.9 million from the National Electric Vehicle Infrastructure (NEVI) Formula Program which will cover 80% of eligible project costs for the state to deploy electric vehicle charging infrastructure along public roads to establish an interconnected network across the state to join a nationwide effort to increase electric vehicle infrastructure.

EV Charging Ordinance Background

In October of 2022 Staff held a work session with the Planning and Zoning Commission to discuss regulations for Electric Vehicle (EV) charging infrastructure. At that time, Staff discussed examples of the types of regulations that Creve Coeur could put in place and what issues the Commission would like to see the Ordinance focus on. The takeaways from that work session were that the biggest concerns were the large equipment that came with Direct Current Fast Charging (DCFC) or Level 3 charging stations, the locations of EV charging stations, and that the Planning and Zoning Commission were generally in favor of EV charging stations as an allowed use in Creve Coeur. Staff has since conducted more research into EV charging ordinances in other states and municipalities in order to produce draft regulations for Creve Coeur. The draft regulations were discussed at a work session with the Planning and Zoning Commission on April 1, 2024 and feedback was provided to staff. The draft regulations was also discussed with the Energy and Environment Committee on August 21st and comments were documented for further review. The draft that will be discussed at the September 9th City Council meeting includes definitions of

terms associated with EV charging, requirements for EV charging as an accessory use, requirements for EV charging as a conditional use, and when EV chargers are required as part of new projects in the City.

Framework for New Regulations

Staff has developed draft regulations for review. Staff seeks to regulate EV chargers as an Accessory Use and larger standalone use DCFC stations would require a Conditional Use Permit similar to gas stations.

Per Section 405.460, an Accessory Use is only permitted in connection with a principal use, both uses must be permitted in the district and would be subject to the established standards for the accessory use as established in the ordinance. As a permitted accessory use, Level 1 and 2 EV charging stations would be able to be approved at a staff level without the need for Planning and Zoning Commission approval of each project if the requirements for such a use were met. DCFC stations (Level 3) would require approval by the Planning and Zoning Commission as a minor site plan. Standalone DCFC stations, as a Conditional Use, would still come before the Planning and Zoning Commission for recommendation to the City Council as all other CUPs must.

A few areas that Staff is looking for feedback from Council on include:

- Standards for Level 1 and Level 2 EV charging spaces including allowed locations on site, quantity of spaces allowed/parking count totals and associated site coverage.
- Standards for DCFC/Level 3 including all of the above and screening equipment.
- Conditional Use requirements for standalone DCFC charging stations.
- Provide input on the desirability to require electric car charging facilities as part of new commercial and/or residential construction.

After discussion with City Council, Staff will re-evaluate the draft outline, taking into consideration all comments received, and produce a text amendment application for the draft ordinance for Planning and Zoning Commission review and City Council approval.

EV Zoning Regulations Draft Outline

Amendment to Section 405.120 Definitions

Electric Vehicle (EV): a vehicle that can be powered by an electric motor that draws electricity from a battery and is capable of being charged from an external source. An EV includes both a vehicle that can only be powered by an electric motor that draws electricity from a battery (all-electric vehicle) and a vehicle that can be powered by an electric motor that draws electricity from a battery and by an internal combustion engine (plug-in hybrid electric vehicle).

Electric Vehicle Chargers: Level 1 equipment provides charging through a common residential 120-volt AC (alternating current) outlet. Level 2 equipment provides charging at a higher AC charging rate through 240-volt or 208-volt electrical service, and is common for home, workplace, and public charging. Direct current fast charging (DCFC), also referred to as Level 3, equipment offers rapid charging and includes larger equipment.

Direct Current Fast Charging (DCFC) Station: Large scale standalone use for fast charging similar to a gas station.

Electric Vehicle Supply Equipment (EVSE): The conductors, including the ungrounded, grounded, and equipment grounding conductors, and the electric vehicle connectors, attachment plugs, and all other fittings, devices, power outlets, or apparatus installed specifically for the purpose of transferring energy between the premises wiring and the electric vehicle.

EV Ready: All required infrastructure is installed, including wiring and circuit breakers. Everything needed to power an EV charger without the charger itself installed.

EVSE Installed: All required infrastructure required to charge an electric vehicle is installed, including the charger.

Amendment to Section 405.460 Accessory Uses and Structures

22. Electric Vehicle Chargers

- a. Level 1 and 2 Electric Vehicle Charging Spaces—administrative approval may be granted when located in the “CB”, “GC”, “PO”, “RO”, “MX”, “AR”, “PC”, “HE”, “PH” and “LI” Zoning Districts, and allowed institutional uses in residential zoning districts, subject to the following standards:
 - 1) Any EV charging space must be located in a parking structure or in a parking lot that serves a principal use.
 - 2) All EV spaces and equipment shall be located so as not to interfere or impede any vehicle, bike, or pedestrian circulation and shall not block any fire lanes or access into the site.
 - 3) In multi-family residential developments, EV charging spaces shall be located in parking structures when available. When no parking garage is available on site, EV charging spaces may be located in the parking lot.
 - 4) In developments that meet or exceed current off street parking requirements and that provide on-site or shared parking spaces for the existing uses, parking

spaces used for electric vehicle charging will not be deducted from the overall available parking spaces.

- 5) EVSE shall not be located in the first ten (10) feet of the front yard setback from the right-of-way.
 - 6) Each EV space shall include 1 sign marking that space for EV charging use.
 - 7) Canopies are not allowed in association with EV charging spaces when permitted as an accessory use.
 - 8) All EV charging spaces shall include vehicle impact protections in order to protect the equipment and vehicles using the equipment.
- b. Direct Current Fast Charging (DCFC) Electric Vehicle Charging Spaces—Planning and Zoning Commission approval may be granted when located in the “CB”, “GC”, “MX”, “PC” “PH” “HE” “PO” “RO” and “LI” Zoning Districts, following the Site Development Plan procedures in Section 405.1080. The Planning and Zoning Commission shall review the application taking into consideration the following standards:
- 1) EVSE shall not be located in any required buffer yard.
 - 2) EVSE shall not be located in the first ten (10) feet of the front yard setback from the right-of-way or within any required landscaped parking lot island.
 - 3) All DCFC ground mounted equipment locations shall include a landscaping plan.
 - 4) All DCFC ground mounted equipment shall be included in the site coverage calculation.
 - 5) All DCFC ground mounted equipment shall be landscaped and screened as deemed appropriate by the Planning and Zoning Commission.
 - 6) All lighting shall meet existing lighting standards outlined in Section 405.680.
 - 7) All EV charging spaces shall include vehicle impact protections in order to protect the equipment and vehicles using the equipment.
 - 8) Each EV space shall include 1 sign marking that space for EV charging use.

Amendment to Section 405.470 Conditional Uses

38. Direct Current Fast Charging (DCFC) Electric Vehicle Charging Stations (CC447190) (conditional use in the “CB”, “GC”, “MX”, “PC” and “LI” Districts)

- a. *Setbacks.* All EVSE shall be set back twenty (20) feet from any property line. Canopies may be erected to within ten (10) feet of a property line or street right-of-way to protect charging vehicles.
- b. *Buffer.* A landscaped buffer at least ten (10) feet in width should be provided along the length of all property lines including along all frontage on street rights-of-way except where broken for entranceways. Landscaping shall be provided in accordance with a landscape plan approved by the Planning and Zoning Commission.
- c. *Fences.* The site shall be fenced with a six (6) foot solid fence or wall of wood or other material deemed appropriate by the Planning and Zoning Commission along each property line which abuts property zoned to any residential classification (“A”, “B”, “C”, “D”, “AR” or “MR”).

- d. *Equipment.* All large DCFC ground mounted equipment associated with the charging station shall be screened with landscaping per the associated landscaping plan in order to soften the visual impact.

Amendment to Section 405.210 Regulation of Uses, Table A

Add: CC447190 Direct Current Fast Charging (DCFC) Electric Vehicle Charging Stations, as defined under Section 405.120 and when not accessory to a primary use.

New Section 405.680 Electric Vehicle Charging Requirements (Off-Street Parking and Loading Regulations)

- A. Any new parking facility (except churches and non-profit organizations) shall provide electric vehicle charging stations (EVSE Installed) or provide electric vehicle ready (EV Ready) charging stations as follows:
 - 1. A parking facility for any non-residential use, including commercial, office, or light industrial uses must have three (3) percent or a minimum of one (1) of the required parking spaces, whichever is greater, installed with charging stations or ready to be converted to a station for charging of elected vehicles.
 - 2. A parking facility provided for any multi-family use must have a minimum of five (5) percent or a minimum of one (1) of the required parking spaces, whichever is greater, installed with charging stations or ready to be converted to a station for charging of elected vehicles.
 - 3. In the case of a mixed-use residential and commercial building, the required number of electric vehicle charging parking spaces shall be computed separately for each use.
 - 4. For the purposes of this section, the required number of electric vehicle charging parking spaces shall be determined by rounding to the nearest whole number.
 - 5. Required electric vehicle charging parking spaces are inclusive of the total required number of parking spaces.