



**REGULAR MEETING
AGENDA
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
SEPTEMBER 23, 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/89135211641>

phone: 1 312 626 6799

Webinar ID: 891 3521 1641

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 September 9, 2024, City Council Regular Meeting Minutes

BILLS PAYABLE REPORT

For Information Only: Invoices Paid Listing from 9-5-2024 to 9-18-2024

UNFINISHED BUSINESS

2. 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. Final Reading and Passage.
Summary: The proposed ordinance will establish the 2024 property tax rates at



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\$.068 on each one hundred dollars (\$100.00) of assessed valuation (AV) for residential property, \$.078 for commercial property, \$.056 for agricultural property, and \$.082 for the debt service levy. Because the AV increased for the commercial property after the Board of Equalization review, the commercial rate has to decrease from \$.079 to \$.078.

- 3. 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. Final Reading and Passage.**
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.
- 4. 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. Final Reading and Passage.**
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 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.

NEW BUSINESS

- 5. Bill No. 6137 - An Ordinance approving a final subdivision plat for a**



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subdivision known as BaCon Estates, City of Creve Coeur, St. Louis County, Missouri. First Reading.

Summary: Bill Simpson, of Banjak and Associates, has submitted a request for the final plat approval to subdivide the property at 350 South Mason Road into three lots for three new homes. The total area of each lot is 52.275 square feet. The subject property is zoned A Single Family Residential, and no changes to the zoning district are being requested. The preliminary plat was approved on July 15, 2024 and subdivision improvement plans will be reviewed on an individual lot basis once the lots are sold for development.

- 6. Bill No. 6138- An Ordinance of the City Council of the City of Creve Coeur, Missouri authorizing the execution of a Surface Transportation Block Grant (STBG) Program Agreement with the Missouri Highways and Transportation Commission to enable the City to construct the Ladue Road Improvement Project. First Reading.**

Summary: City staff recommends that the City execute a Surface Transportation Block Grant (STBG) Program Agreement with the Missouri Highways and Transportation Commission (MoDOT) in order to accept federal grant funding assistance for asphalt pavement resurfacing, sidewalk improvements, and signal upgrades to Ladue Road.

- 7. Resolution No. 1754- A Resolution of the City Council of the City of Creve Coeur, Missouri, authorizing the execution of a contract with Brady Construction, Inc., for the Venable Park Restroom Conversion Project for the not-to-exceed lump sum amount of \$97,980.00.**

Summary: The primary goals of this project are to make the restroom facilities at Venable Park up to current accessible requirements and operational throughout the winter months. The project received two bids, including a low bid of \$97,980 from Brady Construction. This proposal is under the staff cost estimate of \$105,000 and is recommended for approval. The renovation project is scheduled to be completed by the end of 2024.

APPOINTMENTS

- 8. Finance Committee and Planning and Zoning Commission**

BUSINESS FROM MAYOR AND CITY COUNCIL



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9. *Council Liaison Reports*

BUSINESS FROM CITY ADMINISTRATOR

ADJOURNMENT

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

Posted by: _____

Date/Time posted: _____

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



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CALL TO ORDER

A regular meeting of the City Council of the City of Creve Coeur was called to order by Mayor Robert Hoffman at the City Council Chamber, 300 North New Ballas Rd, City of Creve Coeur Government Center, Creve Coeur, MO 63141 on Monday, September 9, 2024, at 7:05 PM.

PLEDGE OF ALLEGIANCE

Mayor Hoffman led the Pledge of Allegiance.

ROLL CALL

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

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

COMMENTS FROM THE GENERAL PUBLIC

Laura Dierberg-Ayers, a resident of 618 Henry Oaks Court, spoke in support of preserving the Lake School House in Lake School Park and provided handouts (see Exhibit A) for the City Council. Ms. Dierberg-Ayers encouraged the City Council to visit the Lake School House and stated that Parkway School District Superintendent, Keith Marty, is interested in discussing the potential reintegration of the Lake School House as part of the district's curriculum and requested that the demolition be paused until these discussions take place.

ACCEPTANCE OF THE AGENDA

Council Member Kimberly Norwood made a motion, seconded by Council Member Spence, to add further discussion of Lake School House as item number 9.5.



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RESULT: APPROVED AS AMENDED (UNANIMOUS)

MOVER: Council Member Ward 2 Norwood

SECONDER: Council Member Ward 1 Spence

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

The vote on the motion being 8 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

City Clerk announced that the first regular meeting of the City Council in November would be held on Tuesday, November 12, 2024 at 7:00 p.m.

CONSENT AGENDA

RESULT: APPROVED (UNANIMOUS)

MOVER: Council Member Ward 4 Saunders

SECONDER: Council Member Ward 3 Hoffman

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

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

- 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**



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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.

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

RESULT: APPROVED (UNANIMOUS) MOVER: Council Member Ward 4 Saunders SECONDER: Council Member Ward 3 Hoffman AYES: Manlin, Spence, Carney, Norwood, Hoffman, Newman, Martinich, Saunders

The vote on the motion being 8 ayes and 0 nays, motion carried. Bill No. 6133 becomes Ordinance No. 5905.

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.

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

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

The vote on the motion being 8 ayes and 0 nays, motion carried. Bill No. 6134 becomes Ordinance No. 5906.

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.

City Clerk read Bill No. 6135 for the first time.

Director of Community Development Jason Jaggi presented an overview of the amendment and noted that no exterior or site changes are proposed. He also mentioned that the Planning and Zoning Commission recommended approval during their meeting on September 3, 2024.



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- 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.**

City Clerk read Bill No. 6136 for the first time.

Director of Community Development Jason Jaggi provided an overview of the application (see Exhibit B) and noted that there are no proposed changes to the site, except for a minor expansion of the existing use by converting one meeting room to an additional hotel room. Mr. Jaggi stated signage would be limited to the size of existing signs, and additional landscaping would be added to the northeast corner. He also mentioned the Planning and Zoning Commission recommended approval with conditions at their meeting on September 3, 2024.

Council Member Norwood confirmed the hotel would operate during renovation.

Council Member Newman inquired about the construction timeline. Charles Drury, Director of Development at Drury Development Corporation, responded that construction is set to begin in the fourth quarter of this year, with an expected completion by early December.

- 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.**

City Clerk read Resolution No. 1752.

Assistant Director of Public Works/City Engineer Steven Berecz provided an overview of the contract, explaining that the striping program would involve repainting existing striping and pavement markings on half of the roads this fall, with the remaining roads scheduled for spring. This would allow for additional roads to be included if necessary. Mr. Berecz stated that this year's striping program would include Hibler Road, Magna Carta, Warson Road, and the area around Spode Elementary School.

Council Member Spence inquired about the possibility of implementing a more structured prioritization plan for restriping. Mr. Berecz explained that creating an exact plan would be challenging, as the paint fades at varying rates depending on traffic volume, patterns, and the amount of salt used each year.



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RESULT: APPROVED (UNANIMOUS)

MOVER: Council Member Ward 4 Saunders

SECONDER: Council Member Ward 3 Hoffman

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

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

- 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.**

City Clerk read Resolution No. 1752.

Assistant Director of Public Works/City Engineer Steven Berecz provided an overview of the contract and stated that staff recommends a \$5,000 allowance to be added in case conduit repairs are necessary.

Council Member Carney inquired about the number of video detection systems in the City. Mr. Berecz responded that there are four: Conway Road at the Mercy Hospital Main Entrance, Cityplace Drive at North New Ballas Road, South New Ballas Road at Muckerman Drive, and North New Ballas at Studt Avenue.

City Administrator Mark Perkins noted that most signals controlled by the Missouri Department of Transportation also use video detection systems. He added that after the video detection system is installed at New Ballas and Magna Carta, the roadway will be resurfaced.

RESULT: APPROVED (UNANIMOUS)

MOVER: Council Member Ward 4 Saunders

SECONDER: Council Member Ward 2 Carney

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

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

BUSINESS FROM MAYOR AND CITY COUNCIL

9. Council Liaison Reports



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Council Member Hoffman encouraged attendance at the Police Department Quarterly Recognitions event on Tuesday, September 10, 2024.

Council Member Newman announced that his daughter, Maya Newman, has been elected President of the student council of Mirowitz Middle School.

9.5 Lake School House

Council Member Norwood requested additional discussion regarding the demolition of Lake School House.

City Administrator Mark Perkins noted that the City Council had previously authorized the demolition of the Lake School House. A contractor has been awarded the demolition contract, but the contractor has not yet begun work. Mr. Perkins mentioned that the building's contents, including historical items that need to be preserved, must still be removed before demolition can proceed.

Director of Public Works Jim Heines stated efforts to find interest from outside groups were unsuccessful.

Council Member Spence inquired about alternative methods to cover the cost of the repairs, such as fundraising.

Laura Dierberg-Ayers, resident of 618 Henry Oaks Court, reiterated her request for the City Council to visit the Lake School House. She noted that only minimal maintenance has been performed over the years. Ms. Dierberg-Ayers clarified that the Parkway School District is not interested in leasing the Lake School but is interested in incorporating it into the district's curriculum. Ms. Dierberg-Ayers highlighted potential funding sources for the repair costs, including the proceeds from the sale of Fountain Park, St. Louis County Municipal Parks Grants, and the Stormwater Fund.

Mr. Perkins confirmed that the City received \$750,000 from the sale of the Fountain Park property, which has been allocated to the Parks and Stormwater Fund. He noted that the City Council designated these funds for future park-related uses.

Council Member Hoffman reminded the Council that the Parks and Historic Preservation Committee has recommended demolishing the building. He noted that there has been a lack of staff and volunteers available to open the property to the public regularly. Additionally, Council Member Hoffman mentioned that Dr. Keith Marty from



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the Parkway School District is retiring soon and expressed concern that incorporating the house into the district's curriculum might not happen before his departure. Mr. Hoffman also pointed out that costs for bringing the building up to ADA compliance have not been considered.

Ms. Dierberg-Ayers quoted correspondence from Dr. Marty, reading: "Please share with them that I have a desire to have a discussion with Mr. Perkins about how this could be integrated into our curriculum." She pointed out that this conversation has not yet taken place. Ms. Dierberg-Ayers requested that the public be given an opportunity to volunteer for the preservation efforts.

Council Member Newman emphasized the difficulty the Parks and Historic Preservation Committee faced in making its recommendation for demolition and suggested postponing any final decisions until conversations with Mr. Marty have taken place.

Mayor Hoffman asked Mr. Perkins if he had adequate director, and Mr. Perkins stated that based on City Council discussion, demolition will be deferred until a discussion with Dr. Marty can be arranged. Staff will then report back to the City Council.

BUSINESS FROM CITY ADMINISTRATOR

10. 2024 Plein Air Art Event Summary

Public Information Officer and Management Analyst Melissa Bradford provided an overview of the City's first Plein Air Art Event, hosted by the Arts Committee, to celebrate its 75th anniversary. Ms. Bradford stated the event successfully met the goals and accomplishments set by the Arts Committee, which included engaging the community, promoting local art, and establishing a potential annual tradition. Ms. Bradford noted the event was self-funded and stated the Arts Committee recommends using the originally budgeted funds to purchase gallery rods, event signage, or portable lighting for future events.

The consensus of the City Council is to establish the Plein Air Art Event as an annual City event.

11. Electric Vehicle Charging Stations Draft Regulations

City Planner Bethany Moore gave a background on Electric Vehicle (EV) charging stations and summarized the three main types of chargers (see Exhibit B, pages 29–36); Level 1, for basic charging needs, Level 2, which is commonly used for businesses



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or offices, and DC Fast Chargers (DCF), which requires substantial power infrastructure and are best for long-distance travel.

The proposed regulations include definitions, requirements for EV charging as an accessory or conditional use, and standards for new projects. Staff seek to regulate EV chargers as an Accessory Use and larger standalone use DCFC stations would require a Conditional Use Permit.

Mayor Hoffman confirmed the cost of installation would be at the cost of the developer and the cost of electricity would be the responsibility of the property owner.

Council Member Manlin clarified that any new parking facility would need to provide either 3% or 5% of the total parking spaces, based on what is available compared to the required amount.

Council Member Martinich confirmed that state legislation, which would prohibit municipalities from requiring developers to install infrastructure for charging stations, has not yet passed.

Council Member Spence asked why DCFC stations would require a Conditional Use Permit instead of being considered an Accessory Use. Ms. Moore explained that this is an effort to limit the number of parking lots without a primary use. Council Member Spence expressed concerns about placing undue restrictions on the charging stations.

Director of Community Development Jason Jaggi clarified that Level 1 and Level 2 chargers, without large utility components, would be approved at the staff level, while Level 3 chargers would require review by the Planning and Zoning Commission and the City Council.

Council Member Saunders expressed concern that requiring developers to install Level 1 or Level 2 chargers could lead to unnecessary costs and wasted infrastructure, as DCFC chargers are likely to become the preferred option in the future.

ADJOURNMENT

RESULT: APPROVED (UNANIMOUS)

MOVER: Council Member Ward 4 Saunders

SECONDER: Council Member Ward 3 Hoffman

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



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

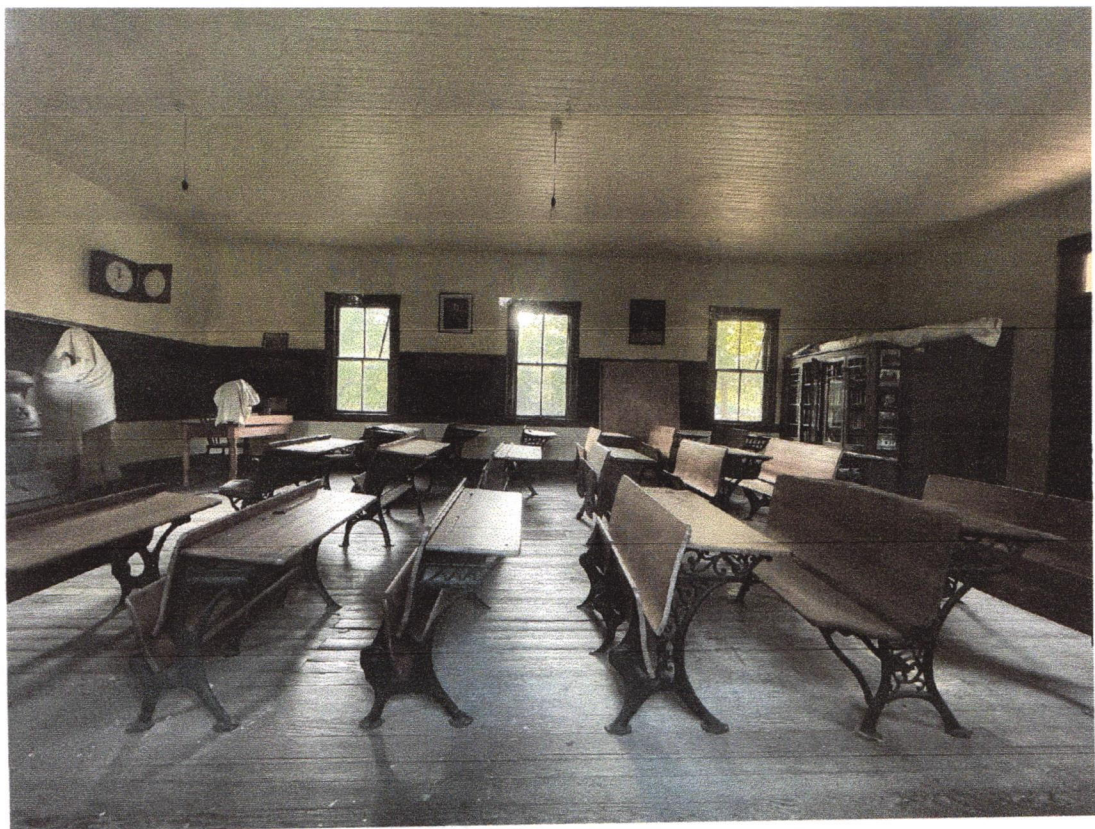
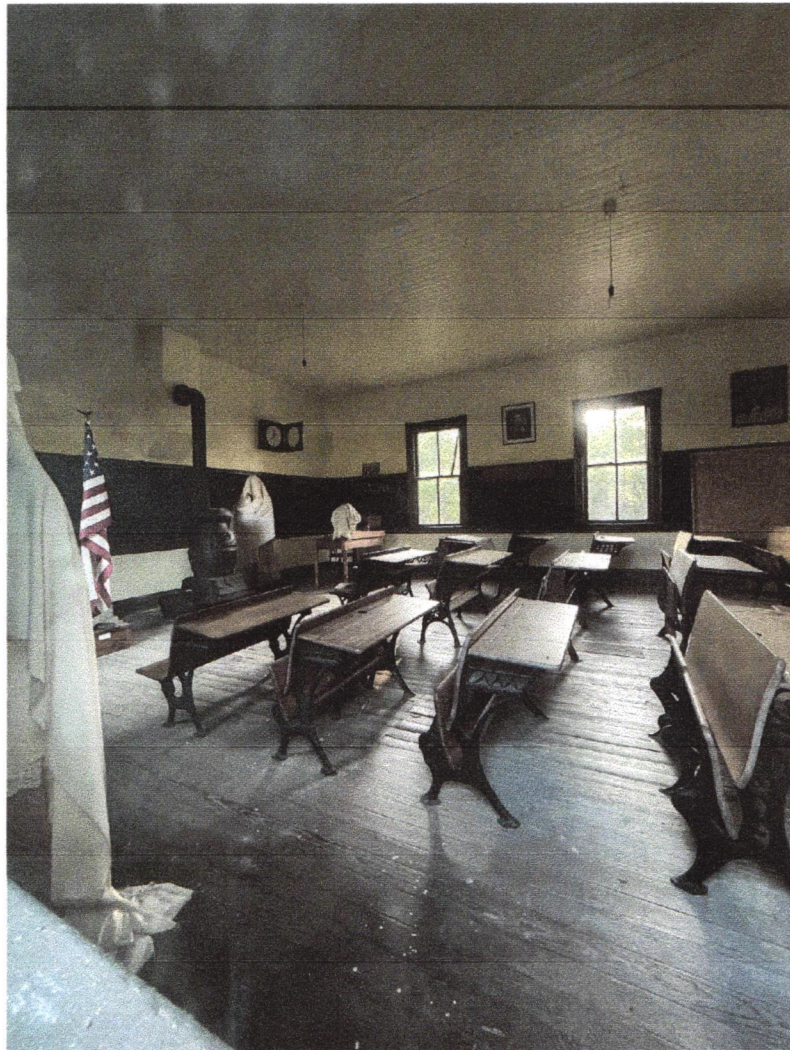
The meeting adjourned at 8:14 p.m.

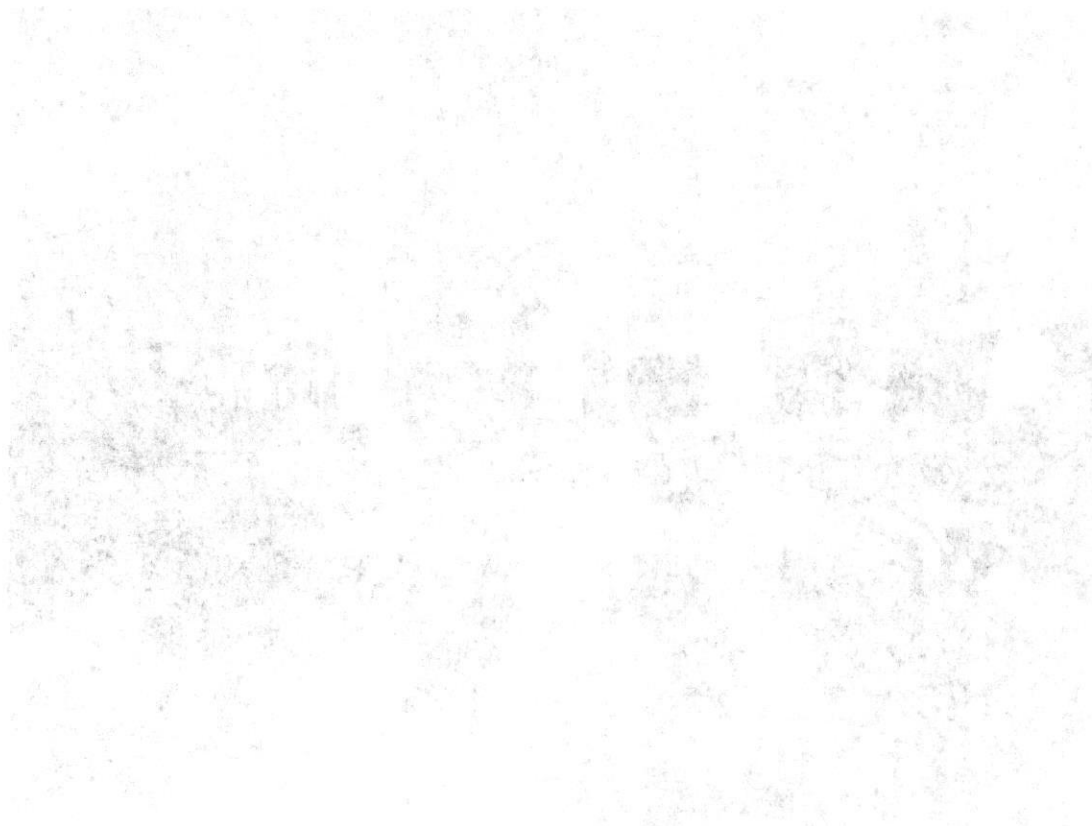
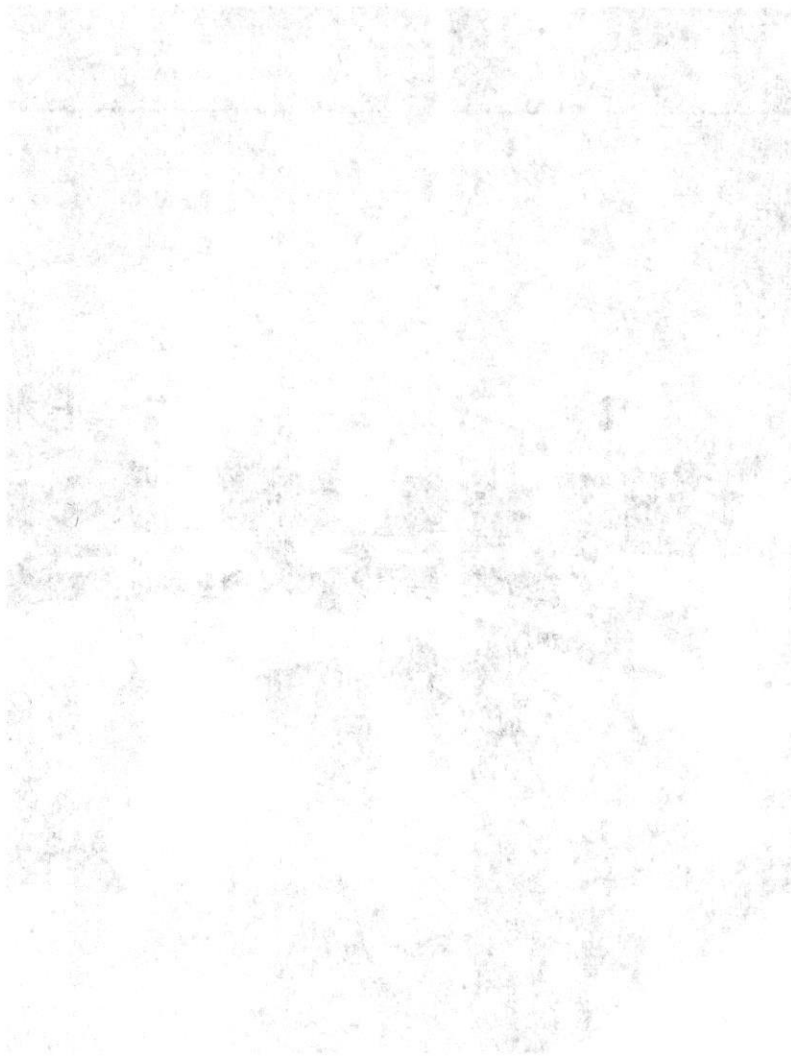
Submitted by:

Kellie Henke
City Clerk

Dr. Robert Hoffman
Mayor

Lake School - September 8, 2024 – through the window





Memories Of Lake School

"My childhood days are still happy memories as I recall the eight years I spent attending a one room school. One teacher taught seven grades, alternating the seventh and eighth grades. One year there were sixty-two children enrolled. There were some single desks but most were double, and two children shared that desk.

The one thing we had to learn to do was to concentrate, as we heard all classes recite and sometimes I became so interested in listening that I neglected my own work. In those days we stood in line for reading and spelling and if we lost our place in reading, we went to the foot of the class. In spelling if we missed a word and the next one to our right could spell it, we lost our place to him and sometimes it was a month or so before we could gain our place back in class. In arithmetic we never knew who the teacher would call to the blackboard so we had to be prepared and alert at all times. All the other subjects were done at our desks.

There was no basement and no furnace but there was a pot-bellied stove with a metal shield around it. Either the first boy who arrived or the teacher would build a fire and many times they would have to shovel a path to the wood and coal shed. Sometimes we had deep snows that stayed for weeks and often drifted from the high winds. There were no indoor rest rooms. In the winter if we had to leave the room, we put on coats and caps and if it was snowing we had to put on overshoes too. Sometimes we overstayed our time reading the Sears or Montgomery Ward catalogues. (pages from these catalogues were used as toilet tissue).

Since there were no water fountains to quench our thirst, water was

pumped from the cistern into a large granite bucket. We dipped water from this bucket with a big dipper into our own drinking cups. A big granite was basin was there to wash our hands in and we brought our own towel, as there were no such things as paper towels.

Children brought lunch in tin pails and put them on a shelf in the cloakrooms, girls on the right side and boys on the left. In bad weather we ate lunch at our desks, in good weather we ate outside under the big shade tree. In the winter we put our overshoes under our desks so there wouldn't be a mix-up in the cloakrooms. One day a boy had his shoes too far out in the aisle and the teacher fell over them. He was punished for this by losing all his recess periods for a week and had to write on the blackboard "I'll never be careless again". If a boy was really bad, he was asked to lay over a desk and the teacher whipped him with a big stick as he kicked and kicked. The teacher always kept a big stick handy. Sometimes the boys would break it, but there was always another to take its place. Girls were not whipped, instead they had to stand in front of the room and lose their recesses. If we didn't complete our class work, we stayed after school to finish.

We had no gymnasium. The school yard around the school proper was cindered, and we were told to run around the school house a certain number of times. There was no time for art. If we had our lessons in good order we could draw or paint, especially at Christmas and Easter and our work would be displayed above the blackboard. We thought we had some pretty good artists in those days.

School started at 9:00 A.M. and we

were out at 4:00 P.M. Once a week one of my teachers would have the two highest grades clear their desks at 3:45 and he would give us problems like "8 times 8 minus 10 plus 6 divided by 10". We had to figure things like this without pencils and I always looked forward to it.

We had so many nice things in school too. On Valentine's Day we would have a Box Social in the evening. Every girl or lady would prepare a box of goodies, put her name inside the box, and decorate it beautifully. The boxes were sold to the highest bidder. Many times a box brought \$2.00 and that was big money in those days. The buyer would find the girl and they would eat together. In the fall of the year we had a pie social. Ladies would bake the pies, mark on the outside the kind of pie it was, and these were sold to the highest bidder.

On Christmas we always had a program: songs, poems and short plays. We decorated a cedar tree with popcorn, candy canes and candles and invited our parents. After the program each child received a bag of hard candy, an orange, and a bag of mixed nuts.

At the close of the school term we had another program. All the children took part and at the last, those graduating from the eighth grade received their diplomas from either the teacher or the president of the school board. I was a "lone" graduate and it was a big day for me. In my eight years I had three teachers. The program was followed with an orchestra and dancing on a dance floor laid outside near the school building. Each child received tickets for free ice cream.

Yes, those were wonderful years being a pupil in a one room school, Lake School, with one teacher

teaching all seven grades."

Cytha Hawkins Corless
July 4, 1970

Diploma No 2918 received on
May 16, 1924.

LAKE SCHOOL DOCENT INFORMATION

There was a school on Lower Bottom Road, now River Valley Drive, where St. Louis County Water Company is located. That school was used until 1897 when Lake School was built on the South side of Olive Street Road, just west of Hog Hollow Road in Lake, MO (now Chesterfield, MO). After Lake School was built on Olive Street Road, the school on Lower Bottom Road was used to educate the black children of the area.

Lake School was used until the two-room brick school was erected in 1925. The brick school building is still in existence at 14298 Olive Boulevard. Before the brick school was built, the frame school was sold to Mr. Zierenberg, the owner and operator of Zierenberg's Mercantile Store at Hog Hollow and Olive Street Roads. The school building was then moved across Olive Street Road and placed behind his store, and it was used as a storage building for many years. The building remained at that location until Louis Gelber donated it to the City of Creve Coeur in 1967. At that time, the school building was moved to its present location, and the park was then named Lake School Park.

The school was restored by a Historical Committee appointed by Mayor Harold Dielmann. (Committee members were: Barbara Curry, Gladys Hezel, Marie Schneider, Marcia Stegmann, and Marianne Vahlkamp). It was ready for rededication in May 1968. However, due to rain, the rededication was postponed until June 1968.

* * * * *

This museum is authentically furnished with old books, double-desks, a pot-bellied stove, and a forty-five star flag, etc.

The walls, floor, cloakrooms, blackboards, and book cases are original.

As you walk in the door, there are two cloakrooms. The one on the right was where the girls hung their coats and placed their lunch boxes. The one on the left was for the boys.

Viewing the room, you will notice there are double desks of various sizes, because all grades (1st thru 8th) attended school in this one room. There was one teacher for all grades, and two children (boys or girls) sat at each desk.

These desks were purchased from antique dealers in Union, Paris, Wentzville, and Eldon, MO. They were restored by the Committee.

Former pupils advised us the teachers' desk we have on display is the kind that was used when they were attending Lake School. We interviewed Charles Stemme and Gottlieb Kram, now both deceased.

The mannequin, representing the teacher, is wearing the wedding suit Alvina Janssen (the 2nd teacher at Lake School) wore when she married Hugo Essen in 1902. Also, notice her bustle, and her two petticoats that are on the mannequin. One slip is made of cotton with cotton lace for the summer, and the other one is made of wool flannel with wool lace to be worn in the winter. The shoes were Alvina Janssen Essen's, also the shawl on the back of the chair; the books on the shelf over the teachers' desk; some items in the desk, which are so marked; and the bell on the desk.

The mannequin on the east side of the room represents our 8th grade graduate. Each year in May, there was a graduation ceremony regardless of the size of the class. The dress

on the mannequin was created by Alvina Janssen Essen, and it was worn by her daughter, Viola Essen (McLaughlin), around 1915 or 1916. It was through Viola's generosity that we acquired the many treasures of Lake School's second teacher.

In 1897, the pot-bellied stove was the only source of heat for the school. During the winter, either the teacher, or one of the older boys, would arrive early at the school and build a fire in the stove for warmth. First they put paper in the stove, then kindling wood, and lastly pieces of coal were placed on top of the wood. The paper was then light with a match, and finally the coal would ignite. After burning and turning into ashes, which fell into a tray in the bottom of the stove, the tray was carried outside and the ashes were dumped on a cinder pile. One of the uses of the ashes could have been to spread them over the snow or ice to make it less slippery.

There was no electricity in Lake, MO in 1897, so kerosene lamps, similar to the lamps we have at the windows, were used if there were any social events held at night. One lamp has a reflector behind it to enhance the brightness of the light.

The hooks in the ceiling were probably put in while the building was used for as a warehouse.

The water bucket, dipper, and wash basin were no doubt in great use, because there was no water piped into the area, at that time. There was a cistern in back of the school, and the older boys would take turns filling a bucket with water from the cistern and then taking it into the school. We learned from former pupils that each child had a tin cup that they brought from home. They would dip into the bucket and then pour water from the dipper into

their individual cups when they were thirsty. In the same manner, they poured water into the wash basin, if they needed to wash their hands. The dirty water would then be taken outside and tossed on the ground in a designated area.

There were no restrooms inside the school. There were two outside toilets--one for the boys and one for the girls. The children would raise their hands and ask the teacher if they could be excused. (May I be excused?). In the winter, they would have to put on their coats, and possibly hats and over-shoes, (depending on the weather) in order to keep warm while they were outside "using the facilities."

The educational chart on the front blackboard was no doubt put to good use, as the majority of the people in the area were farmers. The map case on the side wall is the type used at that time. (Do not pull maps down--they are difficult to roll.)

The 45 star flag was donated to the Creve Coeur Historical Society by the Creve Coeur American Legion Auxillary Post #397. There were only 45 states in the Union when Lake School was built.

The clock on the east wall is typical of the one used in school, at that time. When fully wound, it will run for a week.

The picture of Miss Janssen hanging of the east wall was taken when she was approximately 20 years of age.

The two show cases were secured by Gladys Hezel and Marie Schneider with help from Robert Hezel, just as a bulldozer was about to make its first push on the Forest Park Lumber Company building, which was located on the property of Faith Hospital, formerly the Hezel Farm--and now Barnes-Jewish West County Hospital.

Many items in the smaller case were the property of Alvina JanssenEssen, unless otherwise marked. These two cases comprise a childrens museum of various articles that were used in the home, ice skates, old greeting cards, marbles, lunch boxes, and lard cans, (which were also used as lunch boxes), a christening dress, bathing suit, etc.

The large encyclopedias and many of the books in the bookcase were the property of Alvina Janssen Essen. Some of the other books were donated to the school some by former pupils.

The items hanging over the large showcase are: A report card of Alvina Janssen's; two newspaper clippings about her as a teacher; a photo of Miss Bacon, another teacher of Lake School; a charcoal of Mark Twain by Mr. Louis Gelber; and a list of the original contributors for the restoration of Lake School.

The school bell sitting on the top of the boys cloak room was donated by Creve Coeur American Legion Post #397. The bell was from the Weber School that was located at Olive Street and Ballas Roads. When in use the bell would be hung in a cupola atop the school building. We have placed it inside so everyone can get a close look at it, and sometimes even get to pull the rope and ring the bell.

The five photographs on the side of the bookcase depict the history of the school.

a) The way Lake School appeared when first built. Miss Janssen is the teacher in the picture, 1899.

b) How the school looked when being used as a storage building.

c) The moving of the school down Olive Street Road to its present location in 1966.

d) Appearance of Lake School in the park before restoration.

e) Lake School after restoration and rededication in 1968.

Punishment varied with each teacher. They made the rules. One teacher had a dunce box in the front of the room, instead of a dunce stool. The misbehaving child had to come to the front of all the children and sit in a box for a designated length of time. Another teacher would have the child stand in front of the class with their arms extended. A student, Gustav Janssen, said he misbehaved and was told to sit with a girl. He was very embarrassed and said "And, I didn't like the girl either." In her article, "Memories of Lake School", Cytha Hawkins Corless stated forms of punishment consisted of losing your recess, boys getting whippings with a stick, and girls standing in front of the room.

All children brought their lunch from home. Some carried their lunch in a syrup or lard can. If the weather was nice, everyone would eat their lunch outside. If not, they sat at their desks and ate. They could talk and walk around, but no boisterous actions were allowed.

Almost everyone walked to school, but there were a few children and teachers who rode horses or ponies.

Teachers would live with a family near the school. They would pay rent for room and board or rent a room and cook their own food.

Read the article "Memories of Lake School" by Cytha Hawkins Corless.

* * * * *

Lake School is a project of the Creve Coeur Historical Society, which holds meetings at least four

times a year at various sites. The public is invited to attend our meetings and functions.

Other sites we have available are the Clester Log Cabin and the Hackmann Log House, both located in Conway Park, Creve Coeur, MO.

Sometime, in the not too distant future, we hope to have the Tappmeyer Home available to the public for tours, etc.

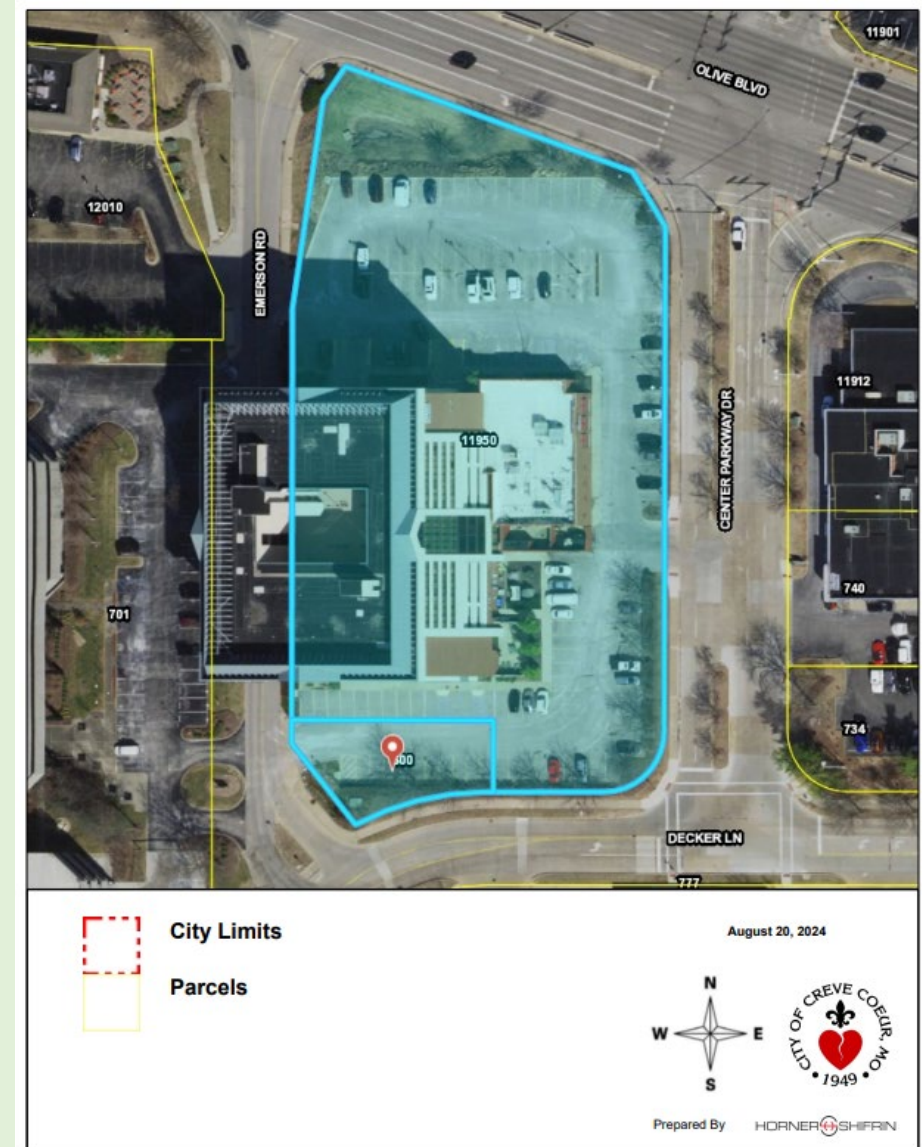
For additional information or to arrange group tours call 878-3142 or 391-1779.

by Gladys Hezel, September 9, 1997.

Exhibit B

Request

- CUP amendment with site development plan for exterior alterations to upgrade “Drury Inn” to “Drury Plaza Hotel.”
- Drury Inn CUP originally issued in 1996
- CB-Core Business District.
- Adding 1 additional room within existing footprint. 187 Total
- No site changes or additions proposed.
- Signage to be handled under separate permit and limited to no larger than square footage of existing signs. Prior sign variance and sign plan
- Filling in missing landscaping, NE corner



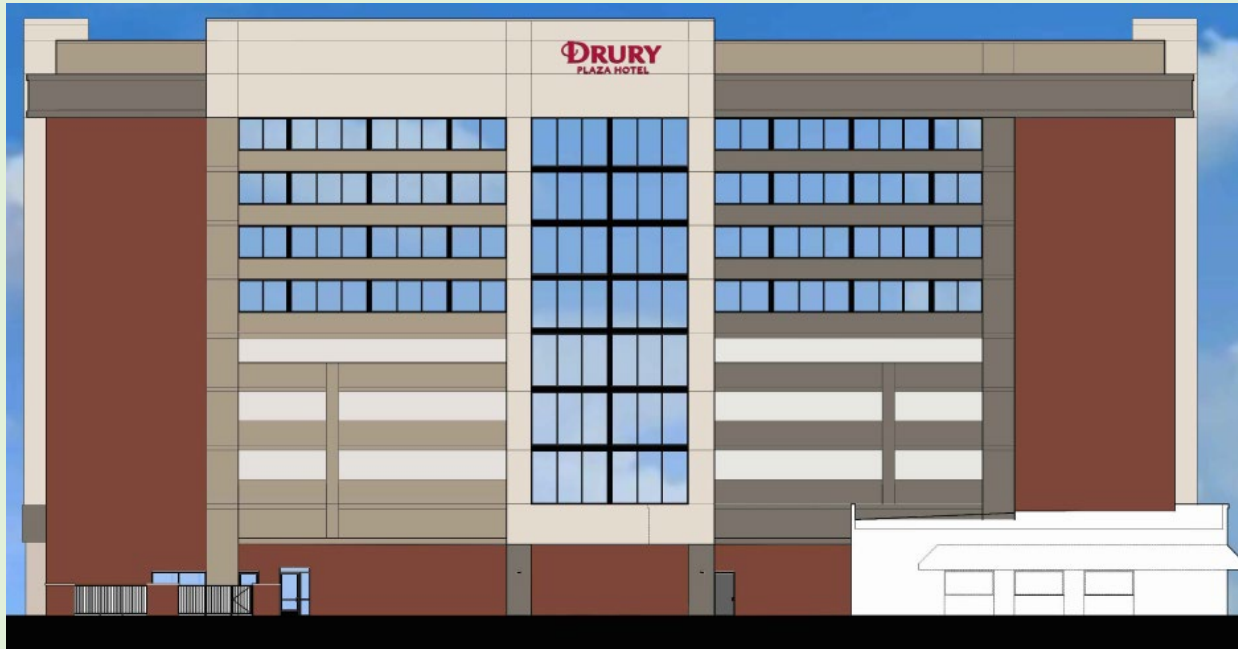


Existing Building

Exterior Rendering



Proposed Elevations



East Elevation



North Elevation

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

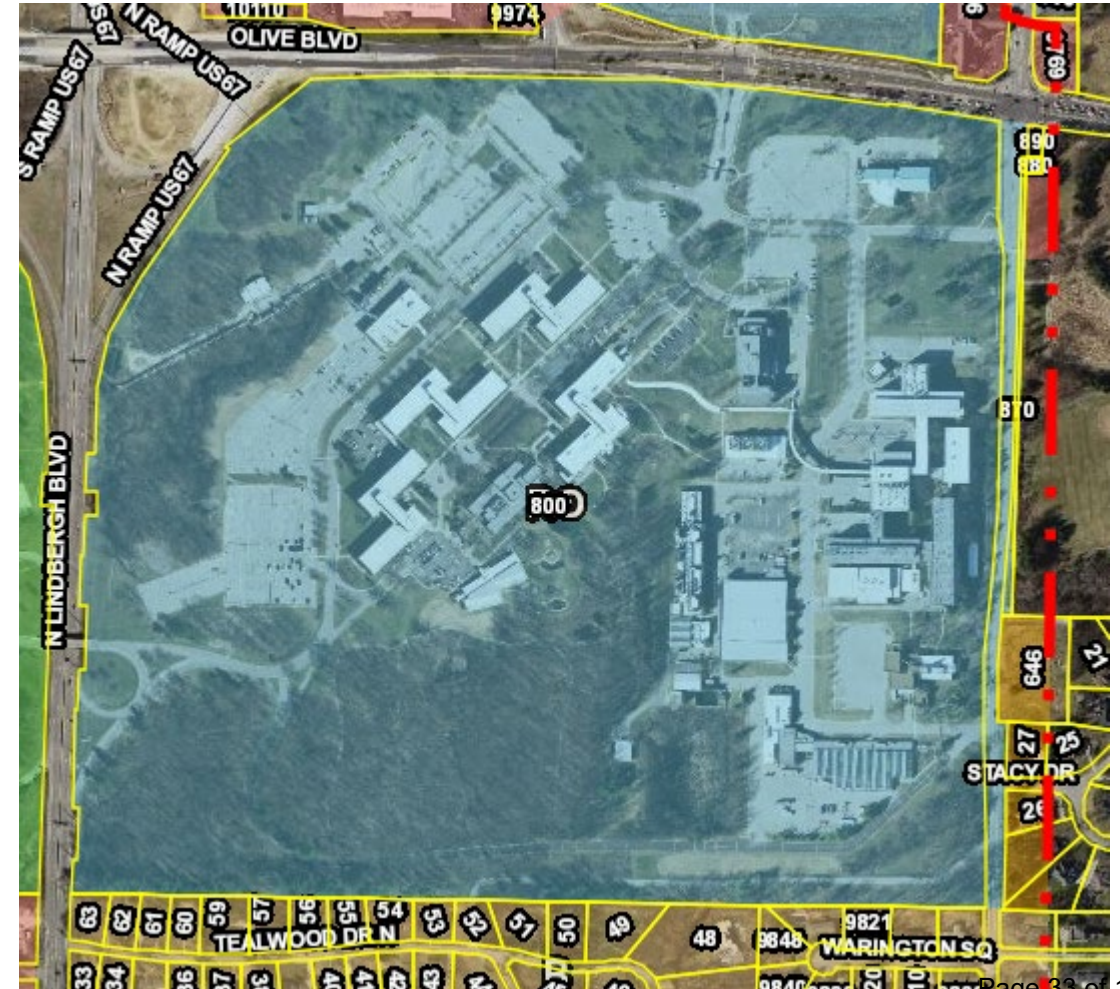


** Parcel boundary lines depicted above are for illustrative purposes only.

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.

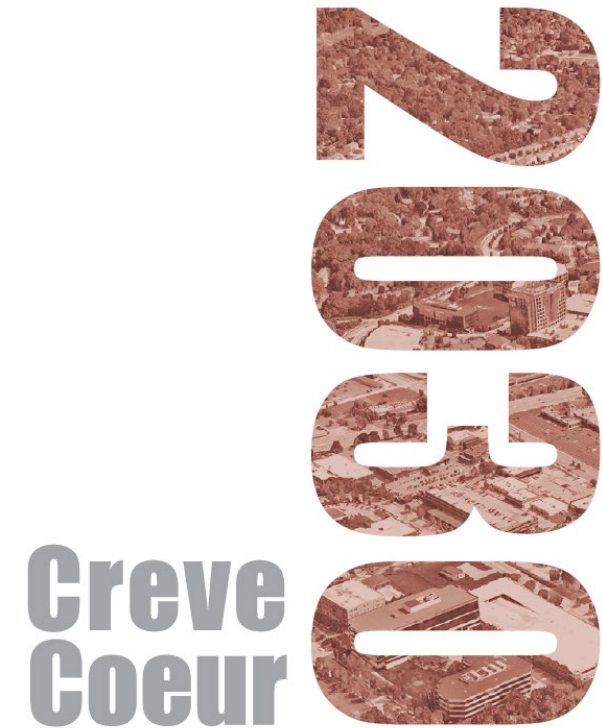


BAYER EAST CAMPUS

- **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**

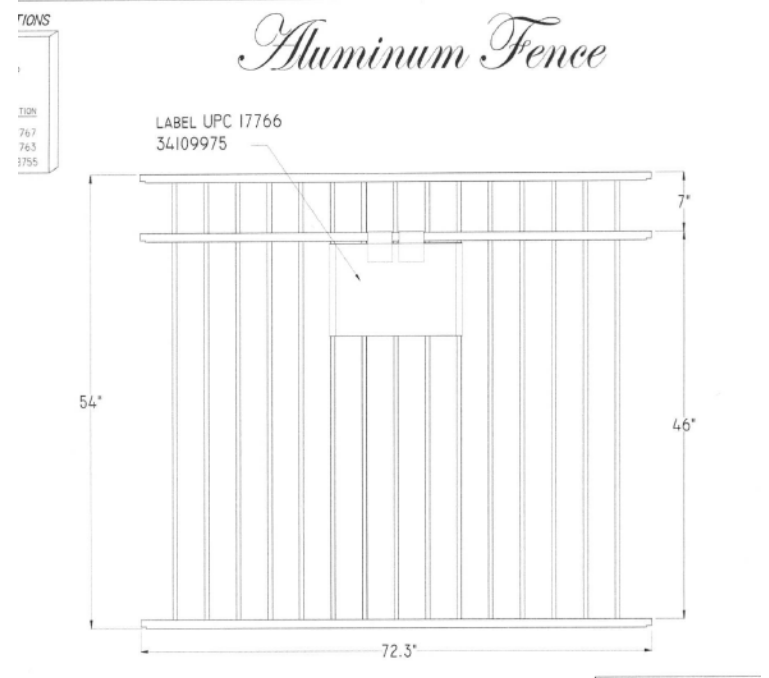
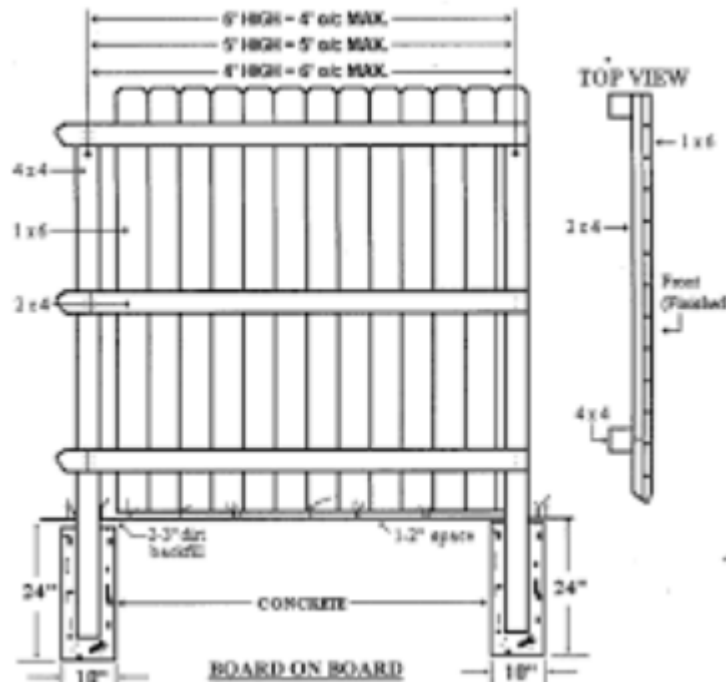
- Many land use challenges have existed in this corridor and continue today
- Key property at SW Graeser and Olive is vacant. Significant interest in site but no formal proposals have come forward.
- Several vacant properties on south side of corridor within residentially zoned property.
- North side 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

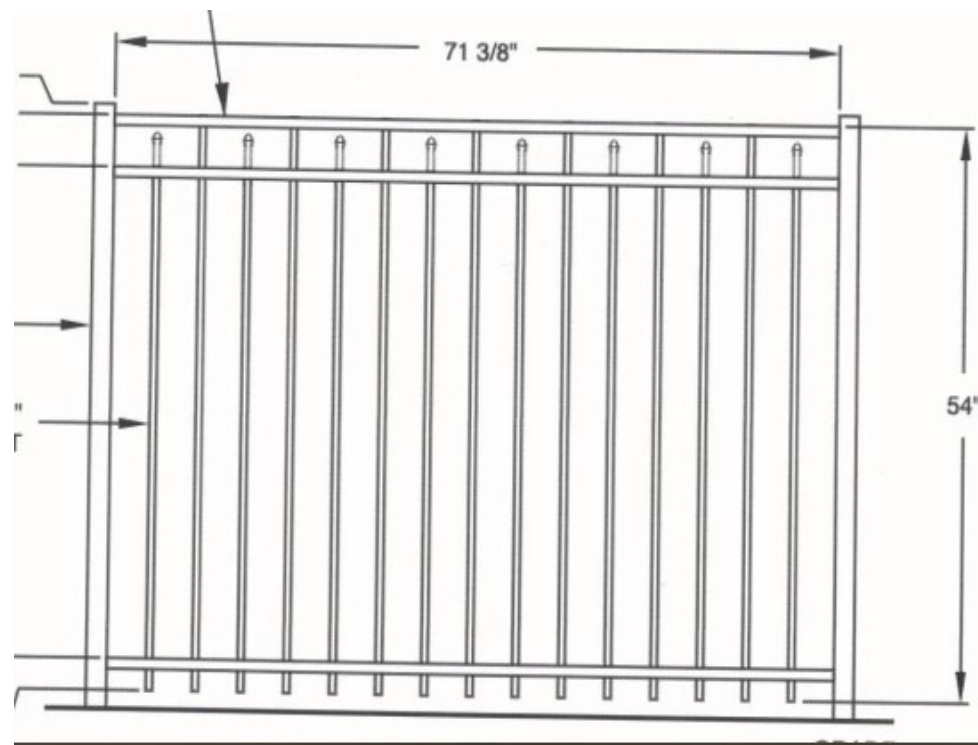
Section 405.640.C. Fences and Walls

- 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

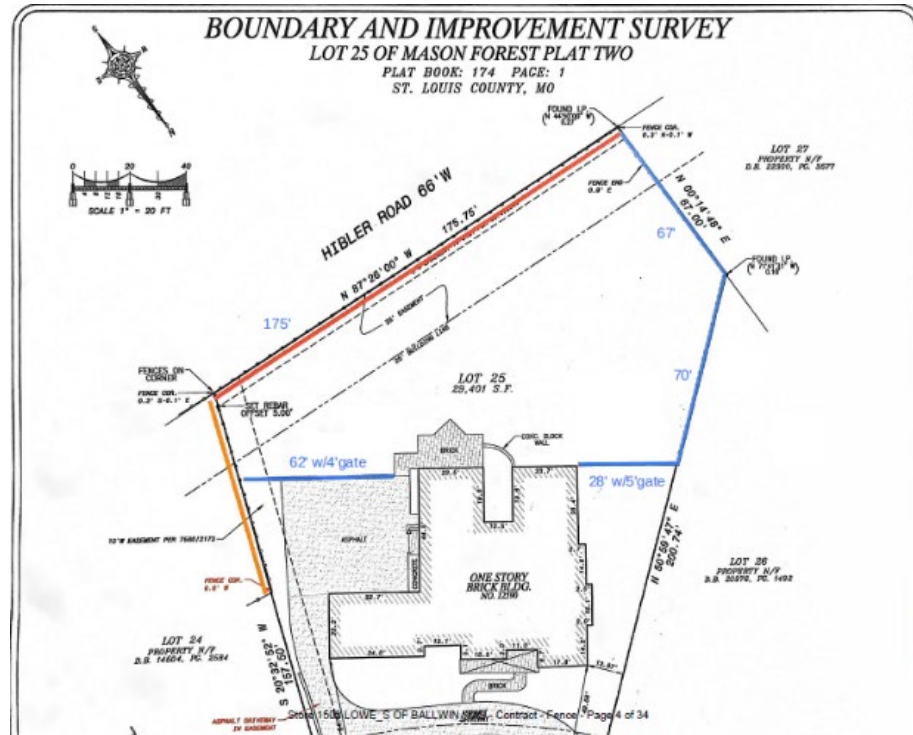


11304 Ladue Road fence location shown in front of the house and 15 feet from South Mosley Road right-of-way

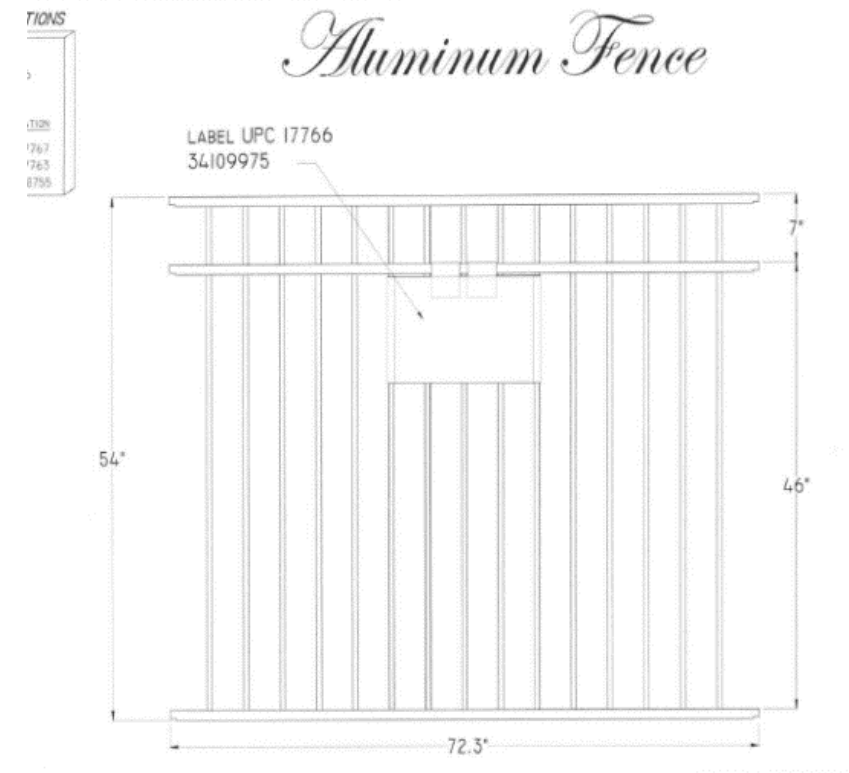


4-foot white vinyl fence

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

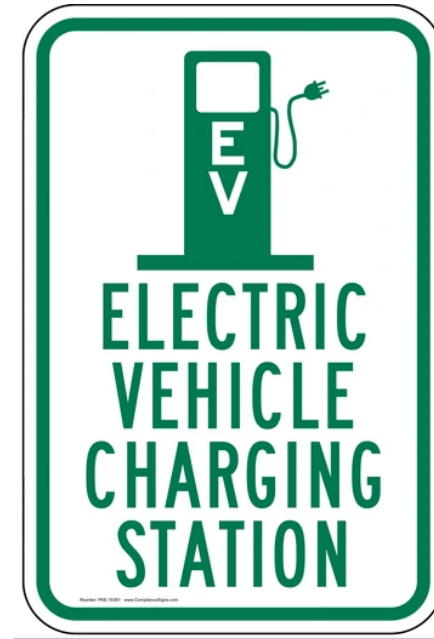
COMPATIBLE ACCESSORY STRUCTURE EXAMPLE



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?***



MEMORANDUM

DATE: September 18, 2024

TO: Mark Perkins, City Administrator

FROM: Lori Obermoeller, Director of Finance

SUBJECT: Invoices Paid Listing

For your information and transmittal to the City Council, attached is a list of paid invoices from September 5, 2024 to September 18, 2024 in the amount of \$1,054,622.70.



Creve Coeur, MO

Council Report of invoices Paid Listing

By Fund

Payment Dates 9/5/2024 - 9/18/2024

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
Fund: 01 - GENERAL FUND						
REITZ & JENS INC	16451	09/11/2024	OLIA PROFESSIONAL SERVICE	01-2806	1216	1,467.68
FIDELITY SECURITY LIFE	166438526	09/11/2024	RETIREEES VISION INS SEP 24	01-2224	67927	16.10
INSURANCE COMPANY						
FIDELITY SECURITY LIFE	166440542	09/11/2024	VISION SEP 24	01-2218	67927	983.14
INSURANCE COMPANY						
PATRICK R WORZER	528	09/11/2024	OLIA PROFESSIONAL SESRVIC	01-2806	1214	1,160.00
PAYROLL MS CONTRIBUTION	INV0002196	09/13/2024	ICMA ROTH IRA %	01-2319	DFT0009477	229.58
FAMILY SUPPORT DIVISION	INV0002197	09/13/2024	CHILD SUPPORT	01-2113	DFT0009478	840.93
CHILD SUPPORT OFFICE						
PAYROLL MS CONTRIBUTION	INV0002198	09/13/2024	ER PENSION 10%	01-2312	DFT0009479	833.70
PAYROLL MS CONTRIBUTION	INV0002198	09/13/2024	MS ROTH IRA CATCHUP\$	01-2318	DFT0009479	40.00
PAYROLL MS CONTRIBUTION	INV0002198	09/13/2024	ICMA ROTH 457 \$	01-2318	DFT0009479	1,727.31
PAYROLL MS CONTRIBUTION	INV0002198	09/13/2024	ICMA ROTH 457 %	01-2318	DFT0009479	4,581.36
PAYROLL MS CONTRIBUTION	INV0002198	09/13/2024	ICMA ROTH IRA \$	01-2319	DFT0009479	477.70
PAYROLL MS CONTRIBUTION	INV0002198	09/13/2024	ICMA 457 \$	01-2322	DFT0009479	692.33
PAYROLL MS CONTRIBUTION	INV0002198	09/13/2024	ICMA 457 \$	01-2322	DFT0009479	8,102.94
PAYROLL MS CONTRIBUTION	INV0002198	09/13/2024	ICMA 457 %	01-2322	DFT0009479	2,111.03
PAYROLL MS CONTRIBUTION	INV0002198	09/13/2024	ICMA LOAN PAYMENT	01-2324	DFT0009479	636.50
MOST MISSOURIS 529	INV0002199	09/13/2024	MOST 529 COLLEGE SAVINGS	01-2323	DFT0009480	785.00
SAVINGS PLAN						
VOYA	INV0002200	09/13/2024	VOYA 457 %	01-2321	DFT0009481	112.49
VOYA	INV0002200	09/13/2024	VOYA 457\$	01-2321	DFT0009481	290.00
VOYA	INV0002200	09/13/2024	VOYA 457 %	01-2321	DFT0009481	1,615.76
DEPARTMENT OF TREASURY	INV0002201	09/13/2024	SOCIAL SECURITY	01-2102	DFT0009482	44,006.78
DEPARTMENT OF TREASURY	INV0002201	09/13/2024	MEDICARE	01-2103	DFT0009482	10,292.02
DEPARTMENT OF TREASURY	INV0002201	09/13/2024	FEDERAL WITHHOLDING	01-2104	DFT0009482	35,329.32
PAYROLL MISSOURI	INV0002202	09/13/2024	STATE WITHHOLDING	01-2105	DFT0009483	12,923.00
WITHHOLDING TAXES						
FRANCIS COUGHLIN	25BL REFUND	09/18/2024	REFUND OVER PAYMENT BU	01-4426	67933	65.00
ST LOUIS COUNTY CIRCUIT	INV0002195	09/18/2024	GARNISHMENT	01-2111	67946	45.66
CLERK						
WASHINGTON NATIONAL INS	P2461095	09/18/2024	WG00006955, 02413 (09/24)	01-2215	1252	428.70
CO						
						129,794.03
						129,794.03

Council Report of invoices Paid Listing

Payment Dates: 9/5/2024 - 9/18/2024

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
Department: 12 - ADMINISTRATION						
Division: 10 - LEGAL						
CURTIS HEINZ GARRETT AND OKEEFE PC	183504-183510	09/11/2024	MUNICIPAL PROSECUTION R	01-12-10-6201	1200	2,500.00
CURTIS HEINZ GARRETT AND OKEEFE PC	183504-183510	09/11/2024	MUNICIPAL PROSECUTION N	01-12-10-6201	1200	122.50
CURTIS HEINZ GARRETT AND OKEEFE PC	183504-183510	09/11/2024	OLIA TDD	01-12-10-6201	1200	200.00
CURTIS HEINZ GARRETT AND OKEEFE PC	183504-183510	09/11/2024	PROSECUTING ATTORNEY AS	01-12-10-6201	1200	917.00
CURTIS HEINZ GARRETT AND OKEEFE PC	183504-183510	09/11/2024	CITY ATTORNEY NON-RETAIN	01-12-10-6201	1200	2,062.50
CURTIS HEINZ GARRETT AND OKEEFE PC	183504-183510	09/11/2024	DAVID NAFAR BOA SUIT	01-12-10-6201	1200	260.00
CURTIS HEINZ GARRETT AND OKEEFE PC	183504-183510	09/11/2024	CITY ATTORNEY RETAINER M	01-12-10-6201	1200	5,000.00
Division 10 - LEGAL Total:						11,062.00
Division: 11 - ADMINISTRATIVE						
SWIFT PRINT COMMUNICATIONS	000024353	09/11/2024	Residential Newsletter Printi	01-12-11-6203	1225	2,037.00
ASI	A000178624HDAH76	09/11/2024	HRA & FSA ADMIN FEES AUG	01-12-11-6203	1193	469.00
ST LOUIS AREA CITY MANAGEMENT ASSOCIATIO	LUNCH SEP 24	09/13/2024	MEMBERSHIP LUNCHEON O	01-12-11-6264	1226	20.00
PREFERRED RESOURCE NETWORK INC	14969	09/18/2024	EMPLOYEE ASISTANCE PROG	01-12-11-6203	1245	1,044.00
MERCY CORPORATE HEALTH	730765	09/18/2024	FOLLOW UP DRUG SCREEN R	01-12-11-6271	67936	62.05
Division 11 - ADMINISTRATIVE Total:						3,632.05
Division: 14 - MUNICIPAL COURT						
RICOH USA INC	108547478	09/18/2024	COURT COPIER LEASE 8/18/2	01-12-14-6213	67943	276.73
Division 14 - MUNICIPAL COURT Total:						276.73
Department 12 - ADMINISTRATION Total:						14,970.78
Department: 13 - FINANCE						
Division: 11 - ADMINISTRATIVE						
PAYROLL MISSOURI WITHHOLDING TAXES	INV0002202	09/13/2024	STATE WITHHOLDING	01-13-11-6202	DFT0009483	0.50
Division 11 - ADMINISTRATIVE Total:						0.50
Division: 15 - INTERDEPARTMENTAL						
ODP BUSINESS SOLUTIONS LLC	113157312	09/11/2024	TONER	01-13-15-7312	67919	1,281.99
KONICA MINOLTA BUSINESS SOLUTIONS	295679836	09/11/2024	ADMIN COPIER MAINTENAN	01-13-15-6213	67913	60.00
CHARTER COMMUNICATION	173940501090124	09/18/2024	PD PRI FIBER SEP 24	01-13-15-6253	1228	1,595.66
CHARTER COMMUNICATION	173941901090124	09/18/2024	PW GARAGE LAN INTERNET	01-13-15-6255	1230	326.87
CHARTER COMMUNICATION	173957901090124	09/18/2024	CITY HALL TV WIFI SEP 24	01-13-15-6253	1231	255.18

Council Report of invoices Paid Listing

Payment Dates: 9/5/2024 - 9/18/2024

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
ODP BUSINESS SOLUTIONS LLC	380823261001	09/18/2024	RUBBER BANDS, POST ITS, P	01-13-15-7312	67939	54.83
Division 15 - INTERDEPARTMENTAL Total:						3,574.53
Division: 51 - MIS OPERATIONS						
DELL MARKETING LP	10770161987	09/11/2024	(3) DELL LATITUDE 5550 LAP	01-13-51-7331	1203	5,176.29
DELL MARKETING LP	10771056078	09/18/2024	LATITUDE 5420 KEYBOARD	01-13-51-6213	1237	85.99
CHARTER COMMUNICATION	173957901090124	09/18/2024	CITY HALL TV WIFI SEP 24	01-13-51-6213	1231	99.99
Division 51 - MIS OPERATIONS Total:						5,362.27
Department 13 - FINANCE Total:						8,937.30
Department: 14 - COMMUNITY SERVICES						
Division: 11 - ADMINISTRATIVE						
MYRLYNN HENLEY	125B	09/11/2024	TAI CHI INSTRUCTION 8/13/2	01-14-11-6202	1212	324.00
CONTEMPORARY PRODUCTIONS LLC	33201-2280	09/11/2024	CONCERTS IN THE PARK 202	01-14-11-6202	1199	1,000.00
US BANK EQUIPMENT FINANCE	536792526	09/11/2024	DRC PRINTER USE CHARGES	01-14-11-6213	67924	43.86
Division 11 - ADMINISTRATIVE Total:						1,367.86
Department 14 - COMMUNITY SERVICES Total:						1,367.86
Department: 16 - MUNICIPAL FACILITIES MAINTENANCE						
Division: 11 - ADMINISTRATIVE						
HOME DEPOT CREDIT SERVICES	0072678	09/11/2024	JAW PLIER SET TOTE ELECTRI	01-16-11-7302	67928	159.92
MISSOURI AMERICAN WATER CO	1017-210013915103-08/30/	09/11/2024	300 N NEW BALLAS RD DOM	01-16-11-6254	67916	1,528.43
CHAMP LANDFILL COMPANY	14613F093	09/11/2024	CONCRETE HAUL OFF DATES	01-16-11-6212	1196	1,009.18
HOME DEPOT CREDIT SERVICES	1510911	09/11/2024	SUPPLIES FOR TRAINING RO	01-16-11-6212	67928	109.84
UNIFIRST CORPORATION	1880138680	09/11/2024	MAINTENANCE UNIFORMS	01-16-11-7308	1220	8.19
LANDVATTER READY MIX INC	236678	09/11/2024	CONCRETE AT CITY HALL TIC	01-16-11-6212	67914	987.25
HOME DEPOT CREDIT SERVICES	4036295	09/11/2024	2X4 FOR FORMS	01-16-11-6212	67928	12.36
HOME DEPOT CREDIT SERVICES	4613433	09/11/2024	WOOD FOR SIDEWALK CONC	01-16-11-6212	67928	8.24
HOME DEPOT CREDIT SERVICES	5022315	09/11/2024	DRYWALL BLADE AERATOR BI	01-16-11-6212	67928	103.85
HOME DEPOT CREDIT SERVICES	5620893	09/11/2024	SEALANT FOR BUILDING REP	01-16-11-6212	67928	28.44
RENTOKIL NORTH AMERICA INC	66611023	09/11/2024	PEST CONTROL AT GOVERN	01-16-11-6212	1217	112.20
HOME DEPOT CREDIT SERVICES	7511404	09/11/2024	ELECTRIC TAPE KEYS MARKE	01-16-11-6212	67928	59.78
WALTER KNOLL FLORIST	INV22304	09/11/2024	PLANT MAINTENANCE OCTO	01-16-11-6212	67926	80.00
AMERENUE	55031-62002-08/30/24	09/12/2024	ELECTRIC CITY HALL JUL-AUG	01-16-11-6250	DFT0009515	6,992.09

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
UNIFIRST CORPORATION	1880139822	09/18/2024	MAINTENANCE UNIFORMS	01-16-11-7308	1250	8.19
UNIFIRST CORPORATION	188014121	09/18/2024	MAINTENANCE UNIFORMS	01-16-11-7308	1250	45.03
DANNEGGER BROTHERS	6173	09/18/2024	EMERGENCY FND REPAIR GV	01-16-11-9501	1235	2,690.00
CONTRACTING COMPANY IN						
ANOVA FURNISHINGS INC	642665	09/18/2024	TWO NEW BENCHES BY COU	01-16-11-6212	1227	2,342.33
Division 11 - ADMINISTRATIVE Total:						16,285.32
Department 16 - MUNICIPAL FACILITIES MAINTENANCE Total:						16,285.32
Department: 21 - POLICE						
Division: 11 - ADMINISTRATIVE						
UNIFIRST CORPORATION	1880138680	09/11/2024	MAINTENANCE UNIFORMS	01-21-11-7308	1220	8.19
UNIFIRST CORPORATION	1880139822	09/18/2024	MAINTENANCE UNIFORMS	01-21-11-7308	1250	8.19
UNIFIRST CORPORATION	188014121	09/18/2024	MAINTENANCE UNIFORMS	01-21-11-7308	1250	45.03
ENERGY PETROLEUM CO	419465	09/18/2024	REGULAR FUEL PD ADMIN 7/	01-21-11-7307	1238	630.00
Division 11 - ADMINISTRATIVE Total:						691.41
Division: 21 - INVESTIGATION						
VALVOLINE LLC	240930	09/11/2024	OIL CHANGE AND TIRE ROTA	01-21-21-6210	67925	50.97
VALVOLINE LLC	240977	09/11/2024	OIL CHANGE AND TIRE ROTA	01-21-21-6210	67925	67.17
TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS INC	5972751-202408-1	09/11/2024	BILLING PERIOD 8/1-8/31/20	01-21-21-6202	67923	208.80
ENERGY PETROLEUM CO	419465	09/18/2024	REGULAR FUEL PD INVEST 7/	01-21-21-7307	1238	639.88
DEFENDER PRODUCT SOLUTIONS, LLC	DPS-24-243	09/18/2024	LIGHT PACKAGE FOR CAR 24	01-21-21-9502	1236	2,594.00
Division 21 - INVESTIGATION Total:						3,560.82
Division: 22 - PATROL						
VALVOLINE LLC	240994	09/11/2024	OIL CHANGE FOR CAR 2424	01-21-22-6210	67925	57.18
MCMFO LLC	505904	09/11/2024	2025 FORD POLICE INTERCEP	01-21-22-9502	67915	47,056.00
MCMFO LLC	506022	09/11/2024	2025 FORD POLICE INTERCEP	01-21-22-9502	67915	47,056.00
DEFENDER PRODUCT SOLUTIONS, LLC	DPS-24-226	09/11/2024	DECOMMISSION CAR 2410	01-21-22-6210	1202	500.00
VALVOLINE LLC	242402	09/18/2024	OIL CHANGE FOR CAR 2408	01-21-22-6210	67947	40.98
ENERGY PETROLEUM CO	419465	09/18/2024	REGULAR FUEL PD PATROL 7/	01-21-22-7307	1238	10,748.32
Division 22 - PATROL Total:						105,458.48
Department 21 - POLICE Total:						109,710.71
Department: 31 - PUBLIC WORKS						
Division: 11 - ADMINISTRATIVE						
MISSOURI ONE CALL SYSTEM INC	4080156	09/11/2024	UTILITY LOCATES AUGUST 20	01-31-11-6211	1209	6.75
US BANK EQUIPMENT FINANCE	536792195	09/11/2024	COPIER LEASE & MAINTENA	01-31-11-6213	67924	224.51
ENERGY PETROLEUM CO	419465	09/18/2024	REGULAR FUEL PW ADMIN 7	01-31-11-7307	1238	67.32
Division 11 - ADMINISTRATIVE Total:						298.58

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
Division: 41 - STREET MAINTENANCE						
UNIFIRST CORPORATION	1880138685	09/11/2024	PW UNIFORMS WEEK OF 09-	01-31-41-7308	1220	67.54
MATTHEW E KURTZ	72527	09/11/2024	LEAF HAULOFF- LIMB CHIPPI	01-31-41-6212	1207	618.75
HOME DEPOT CREDIT SERVICES	8520974	09/11/2024	BAR OIL FOR CHAINSAWS GL	01-31-41-6211	67928	7.48
HOME DEPOT CREDIT SERVICES	9103965	09/11/2024	CONCRETE CRACK FILLER	01-31-41-7305	67928	20.96
AMERENUE	55031-62002-08/30/24	09/12/2024	ELECTRIC STREET DEPT JUL-A	01-31-41-6250	DFT0009515	1,342.72
AMERENUE	55031-62002-08/30/24	09/12/2024	ELECTRIC STREET LIGHTING J	01-31-41-6251	DFT0009515	10,731.50
JOHNNY ON THE SPOT 347	0347-000267370	09/18/2024	PORTA JOHNS AUG 2024	01-31-41-6266	67934	336.76
HUMAN RESOURCE STAFFIN	1001078944	09/18/2024	PW TEMPORARY EMPLOYEE	01-31-41-6207	1240	1,981.98
HUMAN RESOURCE STAFFIN	1001079033	09/18/2024	PW TEMPORARY EMPLOYEE	01-31-41-6207	1240	1,510.08
MISSOURI AMERICAN WATER CO	1017-210041135520-08/26/	09/18/2024	740 N NEW BALLAS RD IRR1S	01-31-41-6254	67937	68.61
MISSOURI AMERICAN WATER CO	1017-210041135520-08/26/	09/18/2024	451 N NEW BALLAS RD IRR3	01-31-41-6254	67937	76.37
MISSOURI AMERICAN WATER CO	1017-210041135520-08/26/	09/18/2024	533 N NEW BALLAS RD IRR3	01-31-41-6254	67937	123.83
MISSOURI AMERICAN WATER CO	1017-210041135520-08/26/	09/18/2024	198 N NEW BALLAS RD IRRIG	01-31-41-6254	67937	209.08
MISSOURI AMERICAN WATER CO	1017-210041135520-08/26/	09/18/2024	6 BEACON HILL LN IRRIG 7/2	01-31-41-6254	67937	40.17
MISSOURI AMERICAN WATER CO	1017-210041135520-08/26/	09/18/2024	160 N NEW BALLAS RD IRRIG	01-31-41-6254	67937	20.18
MISSOURI AMERICAN WATER CO	1017-210041135520-08/26/	09/18/2024	1030 N LINDBERGH BLVD 7/1	01-31-41-6254	67937	20.18
MISSOURI AMERICAN WATER CO	1017-210041240477-8/28/2	09/18/2024	333 S NEW BALLAS RD IRRIG	01-31-41-6254	67938	22.74
MISSOURI AMERICAN WATER CO	1017-210041240477-8/28/2	09/18/2024	298 N NEW BALLAS RD 7/24/	01-31-41-6254	67938	370.84
MISSOURI AMERICAN WATER CO	1017-210041240477-8/28/2	09/18/2024	599 S NEW BALLAS RD IRRIG	01-31-41-6254	67938	99.62
MISSOURI AMERICAN WATER CO	1017-210041240477-8/28/2	09/18/2024	631 S NEW BALLAS RD IRRIG	01-31-41-6254	67938	99.62
CHARTER COMMUNICATION	173942001090124	09/18/2024	PW GARAGE TV WIFI SEP 24	01-31-41-6253	1229	144.87
UNIFIRST CORPORATION	1880139828	09/18/2024	PW UNIFORMS WEEK OF 09-	01-31-41-7308	1250	67.54
UNIFIRST CORPORATION	1880141116	09/18/2024	PW UNIFORMS WEEK OF 09-	01-31-41-7308	1250	12.28
NELSON COUNTY LAND MAINTENANCE LLC	21339	09/18/2024	IRRIGATION REPAIR OLIVE/2	01-31-41-6212	1243	408.61
NELSON COUNTY LAND MAINTENANCE LLC	21339	09/18/2024	YR 2 OF 2 ROW, GROUNDS, P	01-31-41-6212	1243	8,687.00
MCCONNELLS OF ST LOUIS INC	2409-102814	09/18/2024	211 CRAFTCO BLOCKS	01-31-41-7305	1242	1,530.00
WARNING LITES OF SOUTHERN ILLINOIS LLC	33840	09/18/2024	NO PARKING SIGNS - 100	01-31-41-7311	1251	1,550.00

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
WARNING LITES OF SOUTHERN ILLINOIS LLC	33841	09/18/2024	SIGN POSTS	01-31-41-7311	1251	2,409.80
ENERGY PETROLEUM CO	419465	09/18/2024	DIESEL FUEL PW STREETS 7/	01-31-41-7307	1238	2,787.69
ENERGY PETROLEUM CO	419465	09/18/2024	REGULAR FUEL PW STREETS	01-31-41-7307	1238	1,684.02
CUMMINS INC	E2-41405	09/18/2024	607 CHIPPER AFTER TREATM	01-31-41-6211	67932	614.52
CHUCKS ACQUISITION CO LL	I3-0001237	09/18/2024	BOOTS FOR MIKE FOGG	01-31-41-7308	1233	146.24
LUBY EQUIPMENT SERVICES	PSO092121-1	09/18/2024	CASE FILTER	01-31-41-6211	67935	82.50
					Division 41 - STREET MAINTENANCE Total:	37,894.08
Division: 43 - PARKS MAINTENANCE						
UNIFIRST CORPORATION	1880138685	09/11/2024	PW UNIFORMS WEEK OF 09-	01-31-43-7308	1220	22.52
HOME DEPOT CREDIT SERVICES	3613499	09/11/2024	PAINT MARKER PARAWEDGE	01-31-43-7302	67928	101.30
HOME DEPOT CREDIT SERVICES	8520974	09/11/2024	BAR OIL FOR CHAINSAWS GL	01-31-43-6211	67928	2.49
HOME DEPOT CREDIT SERVICES	8520974	09/11/2024	BAR OIL FOR CHAINSAWS GL	01-31-43-6212	67928	143.76
AMERENUE	55031-62002-08/30/24	09/12/2024	ELECTRIC PARKS DEPT JUL-A	01-31-43-6250	DFT0009515	1,427.89
JOHNNY ON THE SPOT 347	0347-000267370	09/18/2024	PORTA JOHNS AUG 2024	01-31-43-6266	67934	336.76
HUMAN RESOURCE STAFFIN	1001078944	09/18/2024	PW TEMPORARY EMPLOYEE	01-31-43-6207	1240	660.66
HUMAN RESOURCE STAFFIN	1001079033	09/18/2024	PW TEMPORARY EMPLOYEE	01-31-43-6207	1240	503.36
MISSOURI AMERICAN WATER CO	1017-210041135520-08/26/	09/18/2024	902 MASON RD 7/20/24-8/2	01-31-43-6224	67937	36.30
MISSOURI AMERICAN WATER CO	1017-210041240477-8/28/2	09/18/2024	10620 COUNTRY VIEW DR 7/	01-31-43-6254	67938	68.61
MISSOURI AMERICAN WATER CO	1017-210041240477-8/28/2	09/18/2024	11370 ST PAUL ST PARK 7/26	01-31-43-6254	67938	60.92
MISSOURI AMERICAN WATER CO	1017-210041240477-8/28/2	09/18/2024	203 TOWNSEND ST 7/26/24-	01-31-43-6254	67938	16.91
CHARTER COMMUNICATION	173942001090124	09/18/2024	PW GARAGE TV WIFI SEP 24	01-31-43-6253	1229	48.29
UNIFIRST CORPORATION	1880139828	09/18/2024	PW UNIFORMS WEEK OF 09-	01-31-43-7308	1250	22.52
UNIFIRST CORPORATION	1880141116	09/18/2024	PW UNIFORMS WEEK OF 09-	01-31-43-7308	1250	4.10
NELSON COUNTY LAND MAINTENANCE LLC	21339	09/18/2024	YR 2 OF 2 ROW, GROUNDS, P	01-31-43-6212	1243	8,525.00
PHILIBERT SECURITY SYSTEMS INC	351174	09/18/2024	TAPPMAYER FIRE TEST WORK	01-31-43-6224	67940	270.00
PHILIBERT SECURITY SYSTEMS INC	351376	09/18/2024	CENTRAL STATION MONITOR	01-31-43-6224	67940	41.95
ENERGY PETROLEUM CO	419465	09/18/2024	REGULAR FUEL PW PARKS 7/	01-31-43-7307	1238	562.99
ENERGY PETROLEUM CO	419465	09/18/2024	DIESEL FUEL PW PARKS 7/16	01-31-43-7307	1238	1,172.14
RENTOKIL NORTH AMERICA INC	66610853	09/18/2024	PEST CONTROL AT 2 BARNES	01-31-43-6224	1247	71.50
PWD SYSTEMS LLC	BGSPT-8521	09/18/2024	SMALL TRASH LINERS	01-31-43-6212	1246	347.70
CUMMINS INC	E2-41405	09/18/2024	607 CHIPPER AFTER TREATM	01-31-43-6211	67932	204.84
CHUCKS ACQUISITION CO LL	I3-0001237	09/18/2024	BOOTS FOR MIKE FOGG	01-31-43-7308	1233	48.75

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
LUBY EQUIPMENT SERVICES	PSO092121-1	09/18/2024	CASE FILTER	01-31-43-6211	67935	27.50
Division 43 - PARKS MAINTENANCE Total:						14,728.76
Department 31 - PUBLIC WORKS Total:						52,921.42
Department: 32 - COMMUNIITY DEVELOPMENT						
Division: 11 - ADMINISTRATIVE						
MCLAUGHLIN COURT REPORTING SERVICES INC	090524-1	09/11/2024	P&Z PROJECT NO. 24-020 AN	01-32-11-6202	1208	164.40
BRIDGE TOWER OPCO LLC	745723242	09/11/2024	NOTICE OF PUBLIC HEARING	01-32-11-6260	1195	55.93
Division 11 - ADMINISTRATIVE Total:						220.33
Division: 61 - BUILDING DEPARTMENT						
PERALES AE LAWN CARE LLC	108944	09/11/2024	HIGH WEEDS/GRASS AT 200	01-32-61-6215	1215	1,140.00
PERALES AE LAWN CARE LLC	108945	09/11/2024	HIGH WEEDS/GRASS AT 204	01-32-61-6215	1215	1,140.00
CHUCKS ACQUISITION CO LL	13-0001180	09/11/2024	BOOTS FOR GREG TATE	01-32-61-7308	1198	160.00
Division 61 - BUILDING DEPARTMENT Total:						2,440.00
Department 32 - COMMUNIITY DEVELOPMENT Total:						2,660.33
Fund 01 - GENERAL FUND Total:						336,647.75
Fund: 02 - CAPITAL IMPROVEMENT FUND						
Department: 61 - CIP						
Division: 71 - CIP						
HORNER AND SHIFRIN INC	73346	09/11/2024	NEW BALLAS RD PRJ PH 2 DE	02-61-71-9510	1206	7,460.00
THOUVENOT WADE & MOERCHEN INC	87252	09/11/2024	FERNVIEW DR SIDWLK PRJ P	02-61-71-9510	1218	8,394.25
SHANNON & WILSON INC	150002	09/18/2024	PW SETTLEMENT STUDY-CCT	02-61-71-9501	67944	2,389.75
SHANNON & WILSON INC	150003	09/18/2024	PW SETTLEMENT STUD-NEW	02-61-71-9501	67944	1,853.50
SWEETENS CONCRETE SERVICES LLC	20244193	09/18/2024	NEW BALLAS RD IMP - PH 1 F	02-61-71-9510	1249	158,357.16
B32 ENGINEERING GROUP INC	3079	09/18/2024	R-22 Switchover Rink Project	02-61-71-9506	67930	6,448.92
ENERGY PETROLEUM CO	419465	09/18/2024	REGULAR FUEL PW ADMIN C	02-61-71-7307	1238	445.02
Division 71 - CIP Total:						185,348.60
Department 61 - CIP Total:						185,348.60
Fund 02 - CAPITAL IMPROVEMENT FUND Total:						185,348.60
Fund: 05 - PARKS & STORMWATER FUND						
Department: 61 - CIP						
Division: 71 - CIP						
THOUVENOT WADE & MOERCHEN INC	87024	09/11/2024	VENABLE PARK SITE DESIGN	05-61-71-9506	1218	4,985.00
TWO ALPHA CONTRACTING LLC	RETAINAGE	09/11/2024	BALLAS CULVERT EROS PAY A	05-61-71-9509	1219	8,052.97
RICHARD AND JENNIFER WOLKOWITZ	FY25 REIMBURSEMENT	09/16/2024	BALLAS CULVERT EROSION R	05-61-71-9509	67929	7,500.00

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
INTUITION AND LOGIC ENGINEERING INC	240802	09/18/2024	NEW BALLAS AND TARRYTO	05-61-71-9509	1241	627.50
INTUITION AND LOGIC ENGINEERING INC	240820	09/18/2024	LAKE DREDGING CONWAY E	05-61-71-9509	1241	6,413.75
INTUITION AND LOGIC ENGINEERING INC	240826	09/18/2024	MALCOLM TERRACE BRIDGE	05-61-71-9509	1241	142.50
ENERGY PETROLEUM CO	419465	09/18/2024	REGULAR FUEL PW ADMIN P	05-61-71-7307	1238	240.88
MCCONNELLS OF ST LOUIS INC	93225	09/18/2024	VENABLE PARK DSGN TENNI	05-61-71-9506	1242	253,848.37

Division 71 - CIP Total: 281,810.97

Department 61 - CIP Total: 281,810.97

Fund 05 - PARKS & STORMWATER FUND Total: 281,810.97

Fund: 06 - MUNICIPAL ENTERPRISE FUND

CALLAWAY GOLF SALES COMPANY	938886474	09/11/2024	GOLF BALLS FOR RESALE	06-1625	67912	505.92
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505.92

505.92

Department: 14 - COMMUNITY SERVICES

Division: 31 - ICE ARENA

AMERENUE	1801001713-08/16/24	09/09/2024	11400 OLDE CABIN ICE AREN	06-14-31-6250	DFT0009425	11,692.10
ST LOUIS COUNTY TREASURE	002929-11-24	09/11/2024	ANNUAL BOILER TESTING AT	06-14-31-6211	67921	118.00
MISSOURI AMERICAN WATER CO	1017-210013831861-09/04/	09/11/2024	11400 OLDE CABIN FIRE SER	06-14-31-6254	67917	75.68
NEW SYSTEM LLC	104221	09/11/2024	MISC RINK SUPPLIES DRC	06-14-31-7301	1213	473.70
CHARTER COMMUNICATION	173955201090124	09/11/2024	DRC TV & INTERNET SEP 24	06-14-31-6255	1197	173.19
US BANK EQUIPMENT FINANCE	536792526	09/11/2024	DRC PRINTER USE CHARGES	06-14-31-6213	67924	43.86
VESTIS GROUP INC	6170319747	09/11/2024	DRC MOP AND TOWEL SERVI	06-14-31-7301	1221	31.27
RENTOKIL NORTH AMERICA INC	66611025	09/11/2024	PEST CONTROL FOR DRC AN	06-14-31-6212	1217	84.70
REGAL MIDWEST INC	4298	09/18/2024	RED 1/4 ZIP SHIRTS FOR STAF	06-14-31-7308	67942	496.00
RHINE PARACO GAS OF ST LOUIS LLC	843504	09/18/2024	PROPANE FOR OLY	06-14-31-7301	1248	147.87
WESTERN STATES FIRE PROTECTION	NAT047566	09/18/2024	FIRE PREVENTION SERVICE C	06-14-31-6212	67948	750.00

Division 31 - ICE ARENA Total: 14,086.37

Division: 32 - GOLF MAINTENANCE

AUDUBON INTERNATIONAL	13640-2024	09/11/2024	AUDOBON INTERNATIONAL	06-14-32-6262	1194	400.00
MTI DISTRIBUTING INC	1446703-00	09/11/2024	IRRIGATION SUPPLIES	06-14-32-6212	1211	542.58
HOME DEPOT CREDIT SERVICES	2381598	09/11/2024	GREEN GRATE	06-14-32-6212	67928	16.98
E & G KRAEMER ENTERPRISES INC	65196	09/11/2024	TEB. GYPSUM, STARTER FERT	06-14-32-7303	1204	784.00

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
RENTOKIL NORTH AMERICA INC	66611025	09/11/2024	PEST CONTROL FOR DRC AN	06-14-32-6212	1217	36.30
HOME DEPOT CREDIT SERVICES	7271040	09/11/2024	SINK PTRAP (2) WEEDEATERS	06-14-32-6212	67928	473.25
ERB TURF EQUIPMENT INC	01-117675	09/18/2024	WIRING PARTS JD 7700	06-14-32-6212	1239	5.56
OREILLY AUTOMOTIVE STORES INC	1388-486213	09/18/2024	HEADLAMP FOR 4000 D	06-14-32-6211	1244	13.82
OREILLY AUTOMOTIVE STORES INC	1388-486432	09/18/2024	BATTERY FOR CARRYALL 500	06-14-32-6210	1244	76.70
Division 32 - GOLF MAINTENANCE Total:						2,349.19
Division: 33 - PRO-SHOP						
AMERENUE	9601003815-08/14/24	09/05/2024	11400 OLDE CABIN GOLF SH	06-14-33-6250	DFT0009424	2,432.82
SWIFT PRINT COMMUNICATIONS	000023473	09/11/2024	GOLF CENTENNIAL PRINTING	06-14-33-6260	1225	225.00
CHARTER COMMUNICATION	173955201090124	09/11/2024	DRC TV & INTERNET SEP 24	06-14-33-6255	1197	74.23
T N T INC	411097	09/11/2024	GOLF CART DAMAGED FRAM	06-14-33-6210	67922	5,075.14
T N T INC	411098	09/11/2024	GOLF CART REPAIR	06-14-33-6210	67922	163.79
US BANK EQUIPMENT FINANCE	536792526	09/11/2024	DRC PRINTER USE CHARGES	06-14-33-6213	67924	43.86
VESTIS GROUP INC	6170319747	09/11/2024	DRC MOP AND TOWEL SERVI	06-14-33-7301	1221	22.02
CALLAWAY GOLF SALES COMPANY	938886474	09/11/2024	GOLF BALLS FOR RESALE	06-14-33-8324	67912	0.36
Division 33 - PRO-SHOP Total:						8,037.22
Division: 34 - FOOD SERVICES						
PEPSICO BEVERAGE SALES LL	08771211	09/11/2024	SODA FOR RESALE	06-14-34-8317	67920	436.13
D AND D DISTRIBUTORS LLP	156488	09/11/2024	BEER FOR RESALE	06-14-34-8316	1201	320.80
D AND D DISTRIBUTORS LLP	156490	09/11/2024	SODA FOR RESALE	06-14-34-8317	1201	75.00
VESTIS GROUP INC	6170319747	09/11/2024	DRC MOP AND TOWEL SERVI	06-14-34-7301	1221	17.77
BREAKTHRU BEVERAGE GROUP	117652808	09/18/2024	BEER FOR RESALE	06-14-34-8316	67931	252.00
D AND D DISTRIBUTORS LLP	162229	09/18/2024	BEER FOR RESALE	06-14-34-8316	1234	232.80
D AND D DISTRIBUTORS LLP	162230	09/18/2024	SODA FOR RESALE	06-14-34-8317	1234	75.00
Division 34 - FOOD SERVICES Total:						1,409.50
Department 14 - COMMUNITY SERVICES Total:						25,882.28
Fund 06 - MUNICIPAL ENTERPRISE FUND Total:						26,388.20
Fund: 15 - POLICE BUILDING FUND						
Department: 61 - CIP						
Division: 71 - CIP						
KIRKWOOD FENCE INC	85874217	09/11/2024	REQUIRED DEPOSIT FOR PD	15-61-71-9501	1151	109,629.00
Division 71 - CIP Total:						109,629.00
Department 61 - CIP Total:						109,629.00
Fund 15 - POLICE BUILDING FUND Total:						109,629.00

Council Report of invoices Paid Listing

Payment Dates: 9/5/2024 - 9/18/2024

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
Fund: 19 - PUBLIC SAFETY FUND						
Department: 21 - POLICE						
Division: 23 - PUBLIC SAFETY						
MISSOURI AMERICAN WATER CO	1017-220023905773-09/04/	09/11/2024	350 N NEW BALLAS RD FIRE	19-21-23-6254	67918	139.70
NEW SYSTEM LLC	104159	09/11/2024	PD BUILDING SUPPLIES	19-21-23-6212	1213	205.65
MOTOROLA SOLUTIONS INC	1187122579	09/11/2024	Purchase Eleven (11) Police	19-21-23-9503	1210	62,249.44
BROADWAY FORD TRUCK SALES	242449	09/11/2024	1 2024 FORD EXPLORER XLT	19-21-23-9502	1223	39,860.00
AUTHORIZED ELEVATOR	32764	09/11/2024	PD ELEVATOR MAINTENANC	19-21-23-6211	67911	300.00
AUTHORIZED ELEVATOR	33463	09/11/2024	PD ELEVATOR MAINTENANC	19-21-23-6211	67911	300.00
RENTOKIL NORTH AMERICA INC	66611024	09/11/2024	PD PEST CONTROL MAINTEN	19-21-23-6212	1217	70.40
MOTOROLA SOLUTIONS INC	8281927936	09/11/2024	CREDIT FOR 11 WRONG SPE	19-21-23-9503	1210	-6,361.74
MOTOROLA SOLUTIONS INC	8281960213	09/11/2024	Purchase Eleven (11) Correct	19-21-23-9503	1224	748.44
WIEGMANN ASSOCIATES	82869	09/11/2024	SVC CALL-WATER LEAK ON M	19-21-23-6211	1222	767.56
FRONTLINE PUBLIC SAFETY SOLUTIONS	FL73912	09/11/2024	FTO TRACKER-ANNUAL SING	19-21-23-7332	1205	2,100.00
CHARTER COMMUNICATION	173957801090124	09/18/2024	PD VOICE SEP 24	19-21-23-6253	1232	295.30
CHARTER COMMUNICATION	173957801090124	09/18/2024	PD TV AND INTERNET SEP 24	19-21-23-6255	1232	259.16
ST CHARLES COUNTY LAW ENFORCEMENT TRAINING CENTER INC	20395	09/18/2024	CEU PROGRAM-FIELD TRAINI	19-21-23-6261	67945	350.00
PIPE AND DUCT SYSTEMS LL	W24725	09/18/2024	SERVICE CALL FOR TOILET RE	19-21-23-6212	67941	207.00
Division 23 - PUBLIC SAFETY Total:						101,490.91
Department 21 - POLICE Total:						101,490.91
Fund 19 - PUBLIC SAFETY FUND Total:						101,490.91
Fund: 99 - POOLED CASH						
ARVEST BANK	1797-09/09/24	09/11/2024	EPAYMENT 09/11/24	99-2809	DFT0009497	1,838.63
ARVEST BANK	1797-09/16/24	09/18/2024	EPAYMENT 09/18/24	99-2809	DFT0009516	11,468.64
						13,307.27
						13,307.27
Fund 99 - POOLED CASH Total:						13,307.27
Grand Total:						1,054,622.70

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	336,647.75
02 - CAPITAL IMPROVEMENT FUND	185,348.60
05 - PARKS & STORMWATER FUND	281,810.97
06 - MUNICIPAL ENTERPRISE FUND	26,388.20
15 - POLICE BUILDING FUND	109,629.00
19 - PUBLIC SAFETY FUND	101,490.91
99 - POOLED CASH	13,307.27
Grand Total:	1,054,622.70

Account Summary

Account Number	Account Name	Payment Amount
01-12-10-6201	LEGAL AND ACCOUNTIN	11,062.00
01-12-11-6203	PROFESSIONAL SERVICE	3,550.00
01-12-11-6264	IN TOWN MEETINGS	20.00
01-12-11-6271	MEDICAL SUPPLIES	62.05
01-12-14-6213	OFFICE EQUIPMENT MAI	276.73
01-13-11-6202	TECHNICAL AND PERSO	0.50
01-13-15-6213	OFFICE EQUIPMENT MAI	60.00
01-13-15-6253	TELEPHONE	1,850.84
01-13-15-6255	CABLE TV AND INTERNE	326.87
01-13-15-7312	OFFICE SUPPLIES	1,336.82
01-13-51-6213	OFFICE EQUIPMENT MAI	185.98
01-13-51-7331	COMPUTER HARDWARE	5,176.29
01-14-11-6202	TECHNICAL AND PERSO	1,324.00
01-14-11-6213	OFFICE EQUIPMENT MAI	43.86
01-16-11-6212	BUILDING AND GROUND	4,853.47
01-16-11-6250	ELECTRICITY	6,992.09
01-16-11-6254	WATER AND SEWER	1,528.43
01-16-11-7302	SMALL TOOLS	159.92
01-16-11-7308	WEARING APPAREL AND	61.41
01-16-11-9501	BUILDINGS AND IMPRO	2,690.00
01-2102	FICA WITHHOLDING	44,006.78
01-2103	MEDICARE WITHHOLDIN	10,292.02
01-2104	FEDERAL TAX WITHHOL	35,329.32
01-2105	MISSOURI TAX WITHHOL	12,923.00
01-2111	PAYROLL GARNISHMENT	45.66
01-21-11-7307	GASOLINE, PROPANE &	630.00
01-21-11-7308	WEARING APPAREL AND	61.41
01-2113	PAYROLL CHILD SUPPOR	840.93
01-21-21-6202	TECHNICAL AND PERSO	208.80

Account Summary

Account Number	Account Name	Payment Amount
01-21-21-6210	VEHICLE MAINTENANCE	118.14
01-21-21-7307	GASOLINE, PROPANE &	639.88
01-21-21-9502	VEHICLES	2,594.00
01-21-22-6210	VEHICLE MAINTENANCE	598.16
01-21-22-7307	GASOLINE, PROPANE &	10,748.32
01-21-22-9502	VEHICLES	94,112.00
01-2215	INTENSIVE CARE/CANCE	428.70
01-2218	VISION CARE	983.14
01-2224	VISION CARE-COBRA	16.10
01-2312	401 - ICMA	833.70
01-2318	ICMA ROTH 457	6,348.67
01-2319	ICMA ROTH IRA	707.28
01-2321	457 - VOYA	2,018.25
01-2322	457 - ICMA	10,906.30
01-2323	MOST PROGRAM	785.00
01-2324	ICMA LOAN REPAYMENT	636.50
01-2806	OLIA REIMBURSABLE RE	2,627.68
01-31-11-6211	EQUIPMENT MAINTENA	6.75
01-31-11-6213	OFFICE EQUIPMENT MAI	224.51
01-31-11-7307	GASOLINE, PROPANE &	67.32
01-31-41-6207	TEMP PROFESSIONAL SE	3,492.06
01-31-41-6211	EQUIPMENT MAINTENA	704.50
01-31-41-6212	BUILDING AND GROUND	9,714.36
01-31-41-6250	ELECTRICITY	1,342.72
01-31-41-6251	STREET LIGHTING	10,731.50
01-31-41-6253	TELEPHONE	144.87
01-31-41-6254	WATER AND SEWER	1,151.24
01-31-41-6266	EQUIPMENT RENTAL	336.76
01-31-41-7305	STREET & SIDEWALK MA	1,550.96
01-31-41-7307	GASOLINE, PROPANE &	4,471.71
01-31-41-7308	WEARING APPAREL AND	293.60
01-31-41-7311	STREET SIGNS	3,959.80
01-31-43-6207	TEMP PROFESSIONAL SE	1,164.02
01-31-43-6211	EQUIPMENT MAINTENA	234.83
01-31-43-6212	BUILDING AND GROUND	9,016.46
01-31-43-6224	TAPMEYER HOUSE MAI	419.75
01-31-43-6250	ELECTRICITY	1,427.89
01-31-43-6253	TELEPHONE	48.29
01-31-43-6254	WATER AND SEWER	146.44
01-31-43-6266	EQUIPMENT RENTAL	336.76
01-31-43-7302	SMALL TOOLS	101.30
01-31-43-7307	GASOLINE, PROPANE &	1,735.13

Account Summary

Account Number	Account Name	Payment Amount
01-31-43-7308	WEARING APPAREL AND	97.89
01-32-11-6202	TECHNICAL AND PERSO	164.40
01-32-11-6260	ADVERTISING	55.93
01-32-61-6215	WEED CUTTING AND TR	2,280.00
01-32-61-7308	WEARING APPAREL AND	160.00
01-4426	OCCUPANCY PERMITS	65.00
02-61-71-7307	GASOLINE, PROPANE &	445.02
02-61-71-9501	BUILDINGS AND IMPRO	4,243.25
02-61-71-9506	PARK AND RECREATION	6,448.92
02-61-71-9510	STREETS	174,211.41
05-61-71-7307	GASOLINE, PROPANE &	240.88
05-61-71-9506	PARK DEVELOPMENT PR	258,833.37
05-61-71-9509	STORMWATER PROJECTS	22,736.72
06-14-31-6211	EQUIPMENT MAINTENA	118.00
06-14-31-6212	BUILDING AND GROUND	834.70
06-14-31-6213	OFFICE EQUIPMENT MAI	43.86
06-14-31-6250	ELECTRICITY	11,692.10
06-14-31-6254	WATER AND SEWER	75.68
06-14-31-6255	CABLE TV AND INTERNE	173.19
06-14-31-7301	CHEMICALS & CLEANING	652.84
06-14-31-7308	WEARING APPAREL AND	496.00
06-14-32-6210	VEHICLE MAINTENANCE	76.70
06-14-32-6211	EQUIPMENT MAINTENA	13.82
06-14-32-6212	BUILDING AND GROUND	1,074.67
06-14-32-6262	DUES MEMBERSHIPS &	400.00
06-14-32-7303	HORTICULTURAL SUPPLI	784.00
06-14-33-6210	VEHICLE MAINTENANCE	5,238.93
06-14-33-6213	OFFICE EQUIPMENT MAI	43.86
06-14-33-6250	ELECTRICITY	2,432.82
06-14-33-6255	CABLE TV AND INTERNE	74.23
06-14-33-6260	ADVERTISING	225.00
06-14-33-7301	CHEMICALS & CLEANING	22.02
06-14-33-8324	MERCHANDISE-GOLF BA	0.36
06-14-34-7301	CHEMICALS & CLEANING	17.77
06-14-34-8316	BEER	805.60
06-14-34-8317	COFFEE,TEA & SOFT DRI	586.13
06-1625	GOLF BALLS	505.92
15-61-71-9501	SITWORK AND BUILDIN	109,629.00
19-21-23-6211	EQUIPMENT MAINTENA	1,367.56
19-21-23-6212	BUILDING AND GROUND	483.05
19-21-23-6253	TELEPHONE	295.30
19-21-23-6254	WATER AND SEWER	139.70

Account Summary

Account Number	Account Name	Payment Amount
19-21-23-6255	CABLE TV AND INTERNE	259.16
19-21-23-6261	EDUCATION & TRAINING	350.00
19-21-23-7332	COMPUTER SOFTWARE	2,100.00
19-21-23-9502	VEHICLES	39,860.00
19-21-23-9503	EQUIPMENT	56,636.14
99-2809	EPAYABLES LIABILITY	13,307.27
Grand Total:		1,054,622.70

Project Account Summary

Project Account Key	Payment Amount
None	482,763.28
109E	109,629.00
19701E	8,394.25
200E	6,448.92
21701E	158,357.16
218E	258,833.37
403E	16,180.47
408E	6,413.75
410E	142.50
608E	7,460.00
Grand Total:	1,054,622.70



Account Number: XXXX XXXX XXXX 1797

CITY OF CREVE COEUR EPAY

Statement Closing Date: 09/09/24

Page 3 of 4

Cardholder Account Activity

CITY OF CREVE COEUR EPAY		Credit Limit		Credits	Purchases	Cash Advances	Total Activity
XXXX XXXX XXXX 2282		\$250,000		\$0.00	\$1,838.63	\$0.00	\$1,838.63
Trans Date	Post Date	Reference Number	Description	Amount			
08/30	09/04	24057814248000013583792	REINHOLD ELECTRIC INC 314-6311158 MO	\$824.00			
09/04	09/05	24435654249019501081608	CREST INDUSTRIES INC 636-349-4800 MO	\$33.24			
09/04	09/05	24412954248034628010341	INTOXIMETERS INC 314-429-4000 MO	\$177.75			
09/04	09/05	24412954248034476211181	REJIS COMMISSION 314-535-1950 MO	\$243.83			
09/05	09/06	24755424250122506864196	HANDY AUTOMOTIVE INC 314-2914666 MO	\$156.56			
09/06	09/09	24412954250035374142100	REJIS COMMISSION 314-535-1950 MO	\$403.25			



Account Number: XXXX XXXX XXXX 1797

CITY OF CREVE COEUR EPAY

Statement Closing Date: 09/16/24

Page 3 of 4

Cardholder Account Activity

CITY OF CREVE COEUR EPAY		Credit Limit		Credits	Purchases	Cash Advances	Total Activity
XXXX XXXX XXXX 2282		\$250,000		\$0.00	\$11,468.64	\$0.00	\$11,468.64
Trans Date	Post Date	Reference Number	Description	Amount			
09/09	09/10	24057814254000014585714	REINHOLD ELECTRIC INC 314-6311158 MO	\$645.00			
09/13	09/16	24435654258021780086108	CREST INDUSTRIES INC 636-349-4800 MO	\$29.26			
09/14	09/16	24445004258200147983811	4TE*ALARM 24 636-970-1777 MO	\$110.00			
09/13	09/16	24412954258038762528346	BRANNEKY TRUE VALUE 314-739-0960 MO	\$146.99			
09/13	09/16	24755424258122588094037	HANDY AUTOMOTIVE INC 314-2914666 MO	\$931.68			
09/13	09/16	24435654257021667040781	AUTO BEAUTY SPECIALISTS 314-968-7227 MO	\$1,205.85			
09/13	09/16	24789304257324500793325	LEON UNIFORM COMPANY INC 314-8284302 MO	\$3,072.00			
09/14	09/16	24412954258038876119636	REJIS COMMISSION 314-535-1950 MO	\$5,327.86			

Arvest Epayables

9/9/24 1,838.63

9/16/24 11,468.64

\$13,307.27

BILL NO. _____

ORDINANCE NO. _____

**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**

WHEREAS, THE CITY COUNCIL OF THE CITY OF CREVE COEUR HELD A PUBLIC HEARING REGARDING THE SETTING OF ITS REAL PROPERTY TAX RATES FOR 2024 AT THE CREVE COEUR GOVERNMENT CENTER ON AUGUST 26, 2024 AT 7:00 P.M.; AND,

WHEREAS, NOTICE OF THE PUBLIC HEARING ON THE 2024 REAL PROPERTY TAX RATES WAS PREVIOUSLY PUBLISHED AT LEAST 7 DAYS PRIOR TO THE HEARING, IN THE ST. LOUIS COUNTIAN, A NEWSPAPER OF GENERAL CIRCULATION IN THE CITY; AND,

WHEREAS, ALL PERSONS WHO PRESENTED THEMSELVES AT SAID MEETINGS AND DESIRING TO BE HEARD WERE GIVEN AN OPPORTUNITY TO BE HEARD AND A COPY OF THE PROPOSED ORDINANCE WAS MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS CONSIDERATION BY THE CITY COUNCIL AND THIS BILL HAVING BEEN READ BY TITLE AT TWO SEPARATE OPEN MEETINGS BEFORE FINAL PASSAGE BY THE CITY COUNCIL; AND,

WHEREAS, 2024 TAX RATES OF \$.068 ON EACH ONE HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION FOR RESIDENTIAL PROPERTY, ~~\$.079-078~~ ON EACH ONE HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION FOR COMMERCIAL PROPERTY, \$.056 ON EACH ONE HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION FOR AGRICULTURAL PROPERTY, AND \$.082 ON EACH ONE HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION FOR DEBT SERVICE LEVY ON REAL AND PERSONAL PROPERTY COMPLY WITH THE LAWS OF THE STATE OF MISSOURI AND MEET THE CITY'S BUDGETED REVENUE REQUIREMENTS FOR SUCH TAXES;

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

SECTION 1. THERE IS HEREBY LEVIED UPON ALL REAL PROPERTY SUBJECT TO TAXATION FOR SAID PURPOSE IN THE CITY OF CREVE COEUR, MISSOURI, AND EACH CLASS AND SUBCLASS THEREOF AS ESTABLISHED BY STATE LAW, AND IN THE CASE OF THE DEBT LEVY ALSO ON PERSONAL PROPERTY, TAXES FOR MUNICIPAL PURPOSES FOR THE YEAR 2024 AS FOLLOWS:

RESIDENTIAL PROPERTY	\$.068 ON EACH ONE HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION
COMMERCIAL PROPERTY	\$.079-078 ON EACH ONE HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION
AGRICULTURAL PROPERTY	\$.0564 ON EACH ONE HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION

BILL NO. _____

ORDINANCE NO. _____

DEBT SERVICE LEVY

\$.082 ON EACH ONE HUNDRED DOLLARS
(REAL AND PERSONAL PROPERTY)
(\$100.00) OF ASSESSED VALUATION

SECTION 2. THIS ORDINANCE SHALL BECOME EFFECTIVE PURSUANT TO THE PROVISIONS OF
3.11(G) OF THE CHARTER.

PASSED BY CITY COUNCIL THIS _____ DAY OF SEPTEMBER 2024.

TIM CARNEY
PRESIDENT, CITY COUNCIL

APPROVED THIS _____ DAY OF SEPTEMBER, 2024.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE
CITY CLERK



MEMORANDUM

DATE: September 19, 2024

TO: Mark Perkins, City Administrator

FROM: Lori Obermoeller, Director of Finance

SUBJECT: 2024 Property Tax Rate

Attached is a memo from August 14th on setting the 2024 property tax rates for the City of Creve Coeur that was presented and discussed at the Public Hearing of the last City Council meeting. Since the Public Hearing, the Board of Equalization (BOE) finalized their numbers. The only proposed tax rate that is changing since the last meeting is the Commercial tax rate from .079 to .078 per \$100 of Assessed Valuation (AV). This rate is decreasing because the AV after BOE is going up.

The proposed property tax rates for 2024 (after BOE) as compared to the current rates are as follows:

	<u>2023 Tax Rate</u>	<u>Proposed 2024 Tax Rate</u>	<u>2023 Debt Service Levy</u>	<u>Proposed 2024 Debt Service Levy</u>
Residential	.067	.068	.082	.082
Commercial	.080	.078	.082	.082
Agricultural	.024	.024	.082	.082
Personal	.000	.000	.082	.082

Staff recommends approval of the proposed legislation setting the 2024 tax rates for the City of Creve Coeur. I would be pleased to respond to any questions.

**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**

WHEREAS, THE CITY COUNCIL OF THE CITY OF CREVE COEUR HELD A PUBLIC HEARING REGARDING THE SETTING OF ITS REAL PROPERTY TAX RATES FOR 2024 AT THE CREVE COEUR GOVERNMENT CENTER ON AUGUST 26, 2024 AT 7:00 P.M.; AND,

WHEREAS, NOTICE OF THE PUBLIC HEARING ON THE 2024 REAL PROPERTY TAX RATES WAS PREVIOUSLY PUBLISHED AT LEAST 7 DAYS PRIOR TO THE HEARING, IN THE ST. LOUIS COUNTIAN, A NEWSPAPER OF GENERAL CIRCULATION IN THE CITY; AND,

WHEREAS, ALL PERSONS WHO PRESENTED THEMSELVES AT SAID MEETINGS AND DESIRING TO BE HEARD WERE GIVEN AN OPPORTUNITY TO BE HEARD AND A COPY OF THE PROPOSED ORDINANCE WAS MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS CONSIDERATION BY THE CITY COUNCIL AND THIS BILL HAVING BEEN READ BY TITLE AT TWO SEPARATE OPEN MEETINGS BEFORE FINAL PASSAGE BY THE CITY COUNCIL; AND,

WHEREAS, 2024 TAX RATES OF \$.068 ON EACH ONE HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION FOR RESIDENTIAL PROPERTY, \$.079 ON EACH ONE HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION FOR COMMERCIAL PROPERTY, \$.056 ON EACH ONE HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION FOR AGRICULTURAL PROPERTY, AND \$.082 ON EACH ONE HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION FOR DEBT SERVICE LEVY ON REAL AND PERSONAL PROPERTY COMPLY WITH THE LAWS OF THE STATE OF MISSOURI AND MEET THE CITY'S BUDGETED REVENUE REQUIREMENTS FOR SUCH TAXES;

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

SECTION 1. THERE IS HEREBY LEVIED UPON ALL REAL PROPERTY SUBJECT TO TAXATION FOR SAID PURPOSE IN THE CITY OF CREVE COEUR, MISSOURI, AND EACH CLASS AND SUBCLASS THEREOF AS ESTABLISHED BY STATE LAW, AND IN THE CASE OF THE DEBT LEVY ALSO ON PERSONAL PROPERTY, TAXES FOR MUNICIPAL PURPOSES FOR THE YEAR 2024 AS FOLLOWS:

RESIDENTIAL PROPERTY	\$.068 ON EACH ONE HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION
COMMERCIAL PROPERTY	\$.079 ON EACH ONE HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION
AGRICULTURAL PROPERTY	\$.0564 ON EACH ONE HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION

BILL NO. 6132

ORDINANCE NO. _____

DEBT SERVICE LEVY

\$.082 ON EACH ONE HUNDRED DOLLARS
(REAL AND PERSONAL PROPERTY)
(\$100.00) OF ASSESSED VALUATION

SECTION 2. THIS ORDINANCE SHALL BECOME EFFECTIVE PURSUANT TO THE PROVISIONS OF 3.11(G) OF THE CHARTER.

PASSED BY CITY COUNCIL THIS _____ DAY OF SEPTEMBER 2024.

TIMOTHY CARNEY
PRESIDENT, CITY COUNCIL

APPROVED THIS _____ DAY OF SEPTEMBER, 2024.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE
CITY CLERK



MEMORANDUM

DATE: August 14, 2024

TO: Mark Perkins, City Administrator

FROM: Lori Obermoeller, Director of Finance

SUBJECT: 2024 Property Tax Rate

Attached is legislation setting the 2024 property tax rates for the City of Creve Coeur. The proposed property tax rates for 2024 as compared to the current rates are as follows:

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

Personal property tax only applies to the Debt Service Levy dedicated to retiring the 2017 GO Bonds, as required under state statute. Personal property tax does not apply to the City's General Tax Levy. The City of Creve Coeur is the only taxing entity among all of the taxing entities serving Creve Coeur that does not levy a tax on personal property.

The 2024 proposed tax rates are at the tax rate ceiling, any increase to the rate would require voter approval under the Hancock Amendment.

The assessed valuation for residential, agriculture and commercial properties has increased \$24,341,941 with \$3,341,500 of it being from new construction. The \$.001 increase in the residential tax rate is a result of the Residential AV decreasing and the \$.001 decrease in the commercial tax rate is a result of the assessed valuation increasing more than the 3.4% CPI. The current assessment numbers for 2023 and 2024 are:

	<u>2023 (post-BOE)</u>	<u>2024 (pre-BOE)</u>
Residential	731,340,790	732,861,570
Commercial	414,192,970	437,019,011
Agriculture	8,470	3,590

Below is the Revenue projected for the General Fund and the Debt Service Fund for 2023 and 2024:

	<u>2023 Rate</u>	<u>2023 Gen. Fund Revenue</u>	<u>2023 Debt Revenue</u>	<u>2024 Rate</u>	<u>2024 Gen. Fund Revenue</u>	<u>2024 Debt Revenue</u>
Residential	.1490	489,998	599,699	.1500	498,346	600,946
Commercial	.1620	331,354	339,638	.1610	345,245	358,356
Agricultural	.1060	2	7	.1380	2	3
Personal Prop.	.0820	0	142,568	.0820	0	128,210
		821,355*	1,081,913*		843,593*	1,087,515*

*Prior to Uncollectibles

The proposed tax rates are based upon figures before the Board of Equalization (BOE) adjustments. It could be necessary to adjust the tax rates at the final meeting in September based upon the post-BOE assessment figures. Also, please note that assessed value, which property taxes are based upon, is 19% of estimated market value for residential and 32% of estimated market value for commercial real estate, and 33% for personal property.

Based upon the proposed tax rate for residential property and the debt service levy, a person with a house valued at \$500,000 and personal property valued of \$30,000, they would pay the City of Creve Coeur \$150.62 in property taxes for 2024 (an increase of \$.95 from 2023), \$64.60 of which will go the General Fund and \$86.02 to the Debt Service Fund. This \$150.62 represents 2.2% of the property owner's total property tax bill. Since this is a non-reassessment year, the assessed valuation has only increased .5%.

The Debt Service Levy was established to retire General Obligation (GO) Bonds in the amount of \$10,635,000, Series 2017, which was established for the purpose of constructing, furnishing, and equipping a new police station and making safety, security and accessibility renovations to the Government Center.

The new police station, completed in 2019, was funded in part by the 2017 General Obligation (GO) Bond, leaving approximately \$1.2 million unspent. These remaining funds are available for safety, security, and accessibility improvements at the Government Center. While \$210,000 is earmarked for the Police Fencing project in FY 2025, the remaining \$1 million could be used to pre-pay existing GO Bond debt. Alternatively, the City could dedicate the remaining funds toward construction of a new Government Center if such a plan were to be developed over the next couple of years.

Staff recommends approval of the proposed legislation setting the 2024 tax rates for the City of Creve Coeur.

**CITY OF CREVE COEUR
NOTICE OF PUBLIC HEARING
2024 TAX RATE**

A PUBLIC HEARING WILL BE HELD BY THE CITY COUNCIL ON MONDAY AUGUST 26, 2024 AT 7:00 P.M. AT THE CREVE COEUR GOVERNMENT CENTER, 300 NORTH NEW BALLAS ROAD, CREVE COEUR, MISSOURI AT WHICH TIME CITIZENS SHALL BE HEARD ON THE PROPERTY TAX RATES PROPOSED TO BE SET BY THE CITY OF CREVE COEUR, MISSOURI. THE PROJECTED REVENUES FROM THE PROPERTY TAX ARE ESTIMATED TO PRODUCE SLIGHTLY MORE REVENUES FOR THE ANNUAL BUDGET FOR THE FISCAL YEAR 2025 BEGINNING JULY 1, 2024. THE INCREASE IS DUE TO AN INCREASE IN ASSESSED VALUATION, MAINLY AS A RESULT OF AN INCREASE IN RESIDENTIAL NEW CONSTRUCTION, AS WELL AS AN OVERALL INCREASE IN ASSESSED VALUATION FROM COMMERCIAL PROPERTY.

ASSESSED VALUATION (BY CATEGORIES)	CURRENT TAX YEAR 2024	PREVIOUS TAX YEAR 2023
REAL ESTATE	\$ 1,159,662,170	\$ 1,135,029,960
PERSONAL PROPERTY	156,354,213 ⁽¹⁾	173,863,863
RAILROAD & UTILITY	10,222,001 ⁽²⁾	10,512,270
	\$ 1,326,238,384	\$ 1,319,406,093

⁽¹⁾ NO CITY TAX ASSESSED ON PERSONAL PROPERTY.

⁽²⁾ INCLUDED WITH COMMERCIAL REAL ESTATE IN CALCULATIONS.

	PROPOSED GENERAL FUND TAX RATE FOR 2023 PER \$100 ASSESSED VALUATION	GENERAL FUND PROPERTY TAX REVENUES ESTIMATED FOR 2025 BUDGET	PROPOSED DEBT LEVY FOR 2023 PER \$100 ASSESSED VALUATION	DEBT LEVY PROPERTY TAX REVENUES ESTIMATED FOR 2025 BUDGET
RESIDENTIAL	\$ 0.068	\$498,346	\$ 0.082	\$600,946
COMMERCIAL	\$ 0.079	345,245	\$ 0.082	358,356
AGRICULTURE	\$ 0.056	2	\$ 0.082	3
PERSONAL	\$ 0.000	0	\$ 0.082	128,210
		\$843,593**		\$1,087,515**

**PRIOR TO UNCOLLECTIBLES

THE PROPOSED 2024 TAX RATES ARE BASED UPON CURRENT INFORMATION. **THE RATES ARE SUBJECT TO CHANGE PRIOR TO ADOPTION BASED UPON ADDITIONAL INFORMATION FROM THE COUNTY COLLECTOR OR STATE AUDITOR CONCERNING THE TAX RATE CALCULATION.**

DR ROBERT HOFFMAN, MAYOR
CITY OF CREVE COEUR

**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.



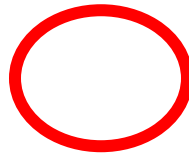


Figure 1: Site Plan with proposed middle school area circled in red.



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.

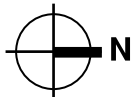
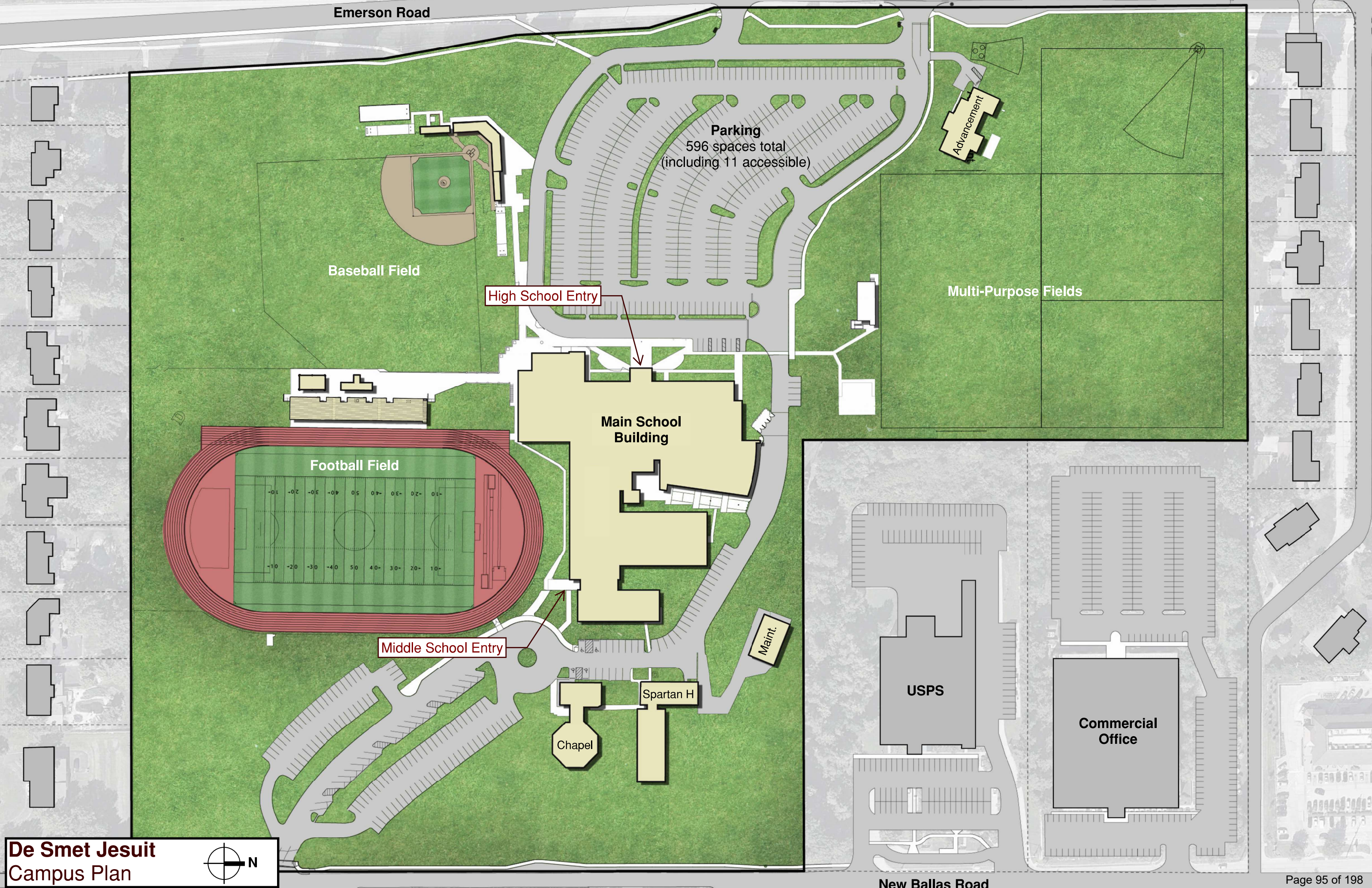
APPENDIX 3: AERIAL PHOTO

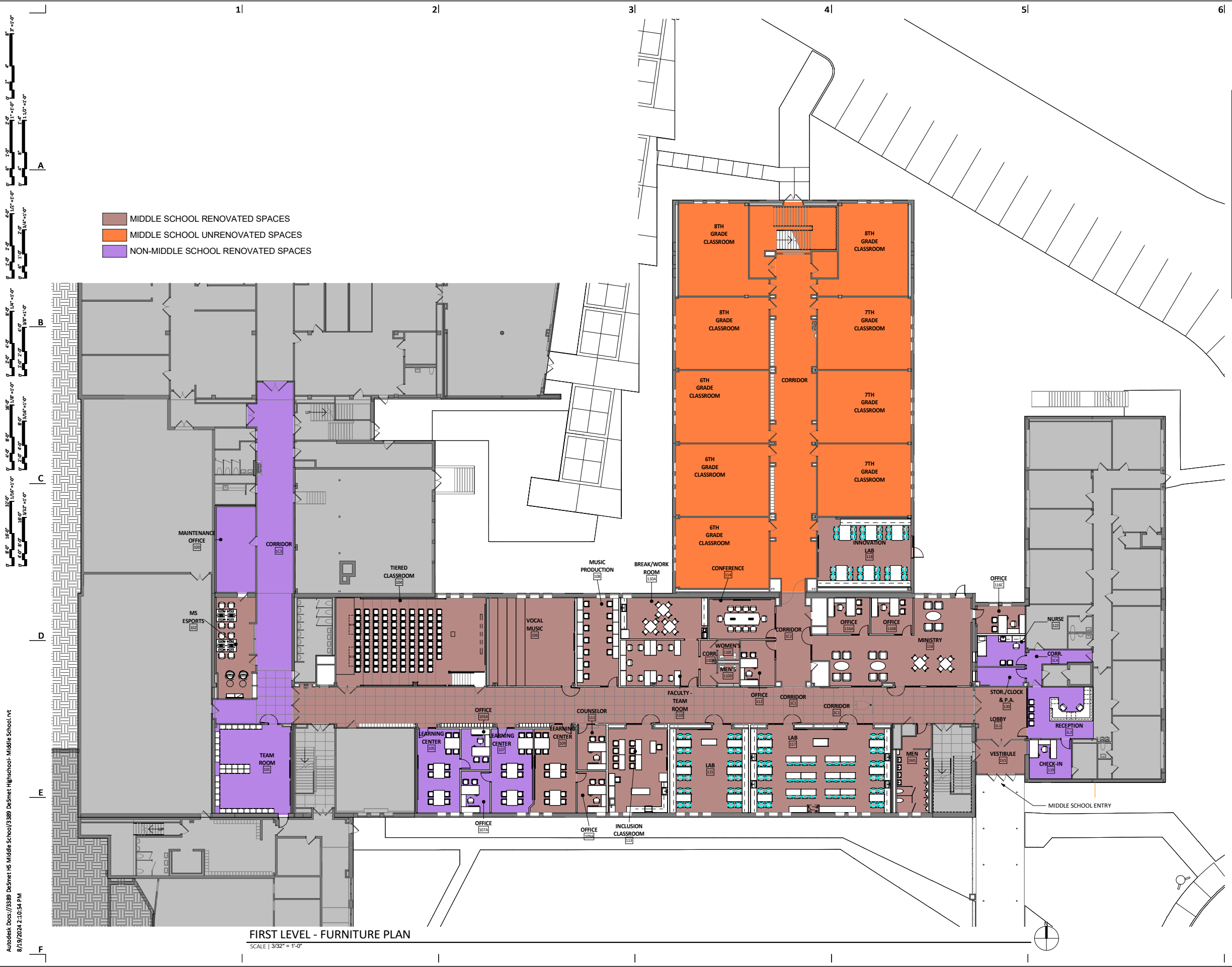


Conditional Use Permit Rationale

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

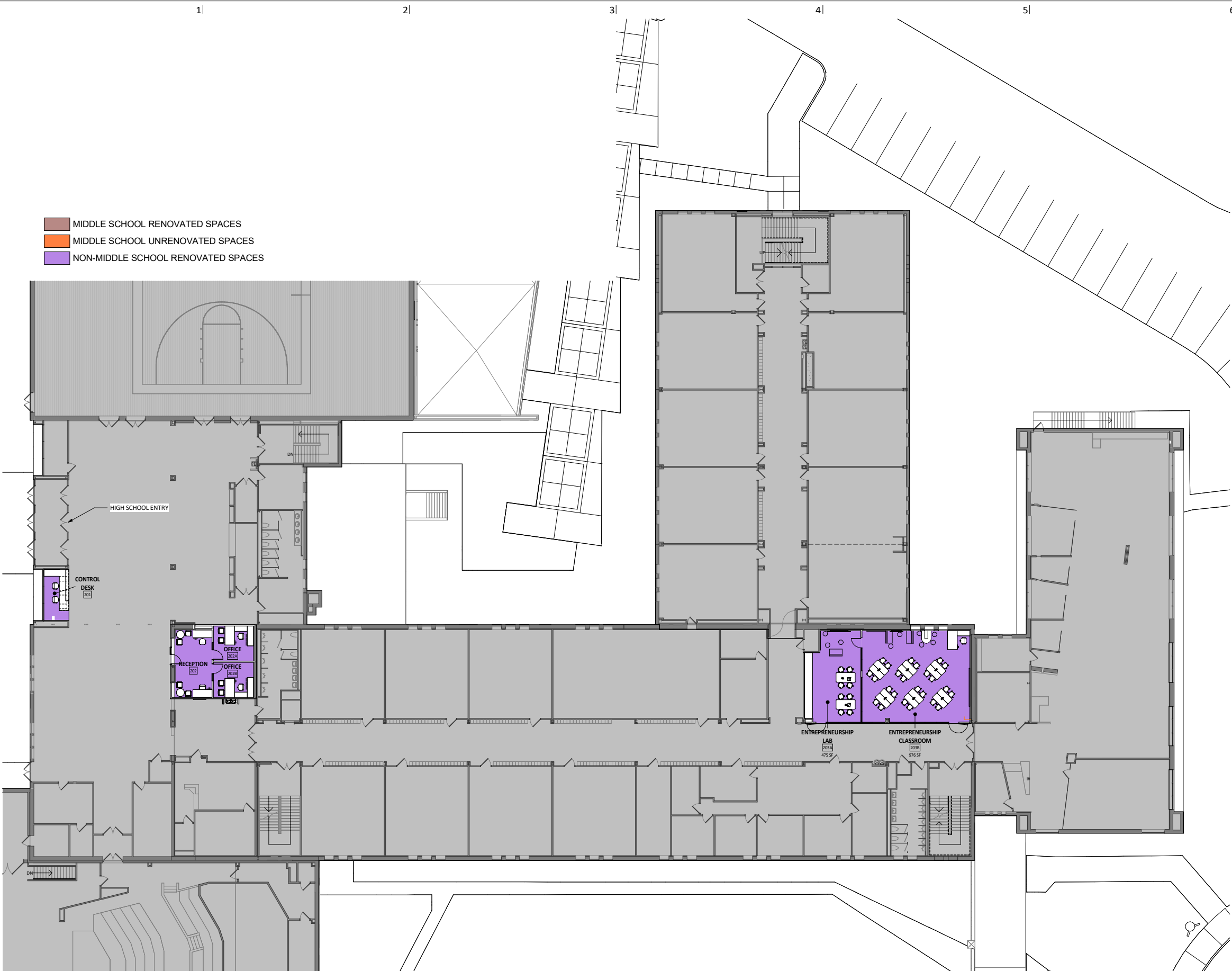
HASTINGS+CHIVETTA

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

NOT FOR CONSTRUCTION

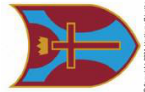
Autodesk Docs://3389 DeSmet HS Middle School/3389 DeSmet HighSchool- Middle School.rvt
8/19/2024 2:10:54 PM

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.

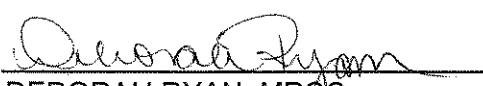
Adopted this 10 day of March, 2008.


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.



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"

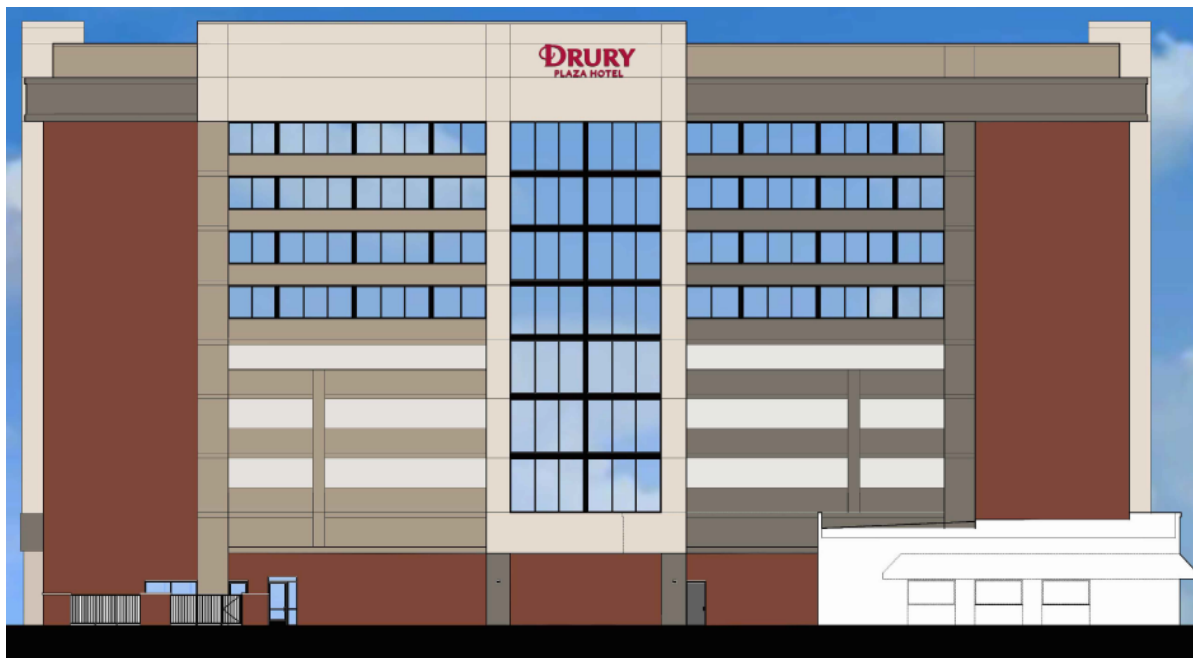


Figure 4: East Elevation.

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

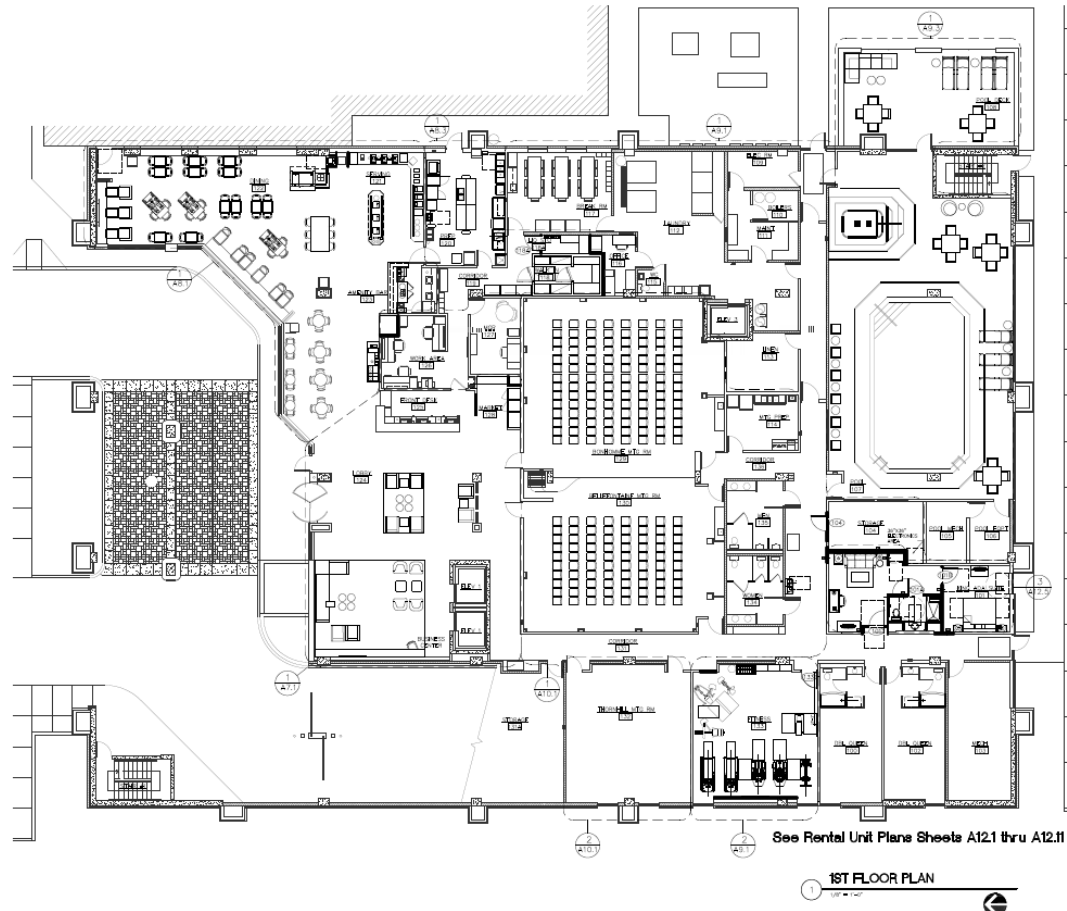


Figure 5: First Floor Plan with Interior Renovations.

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.

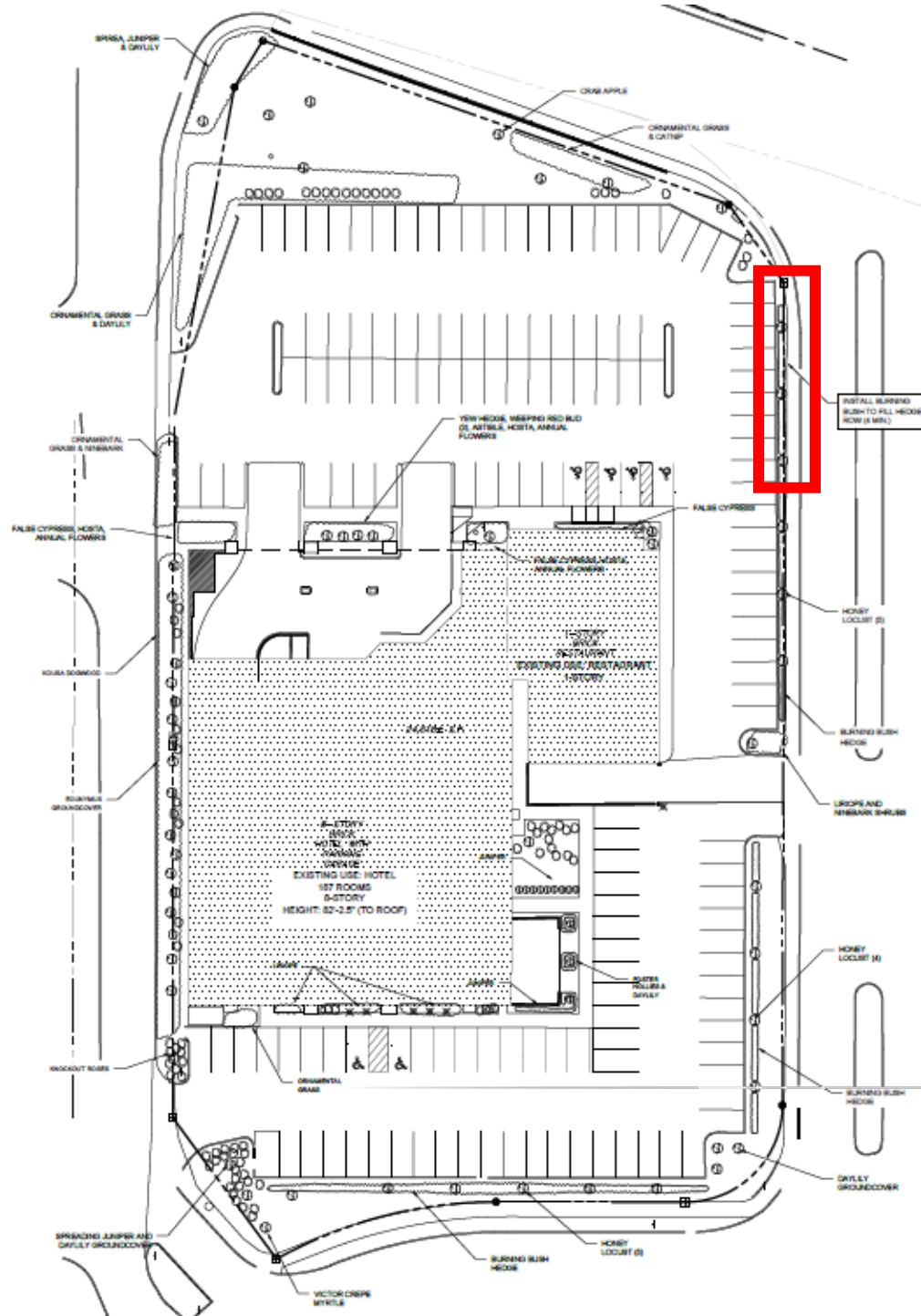


Figure 6: Updated Landscaping Plan with area of new shrubs outlined in red.

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:

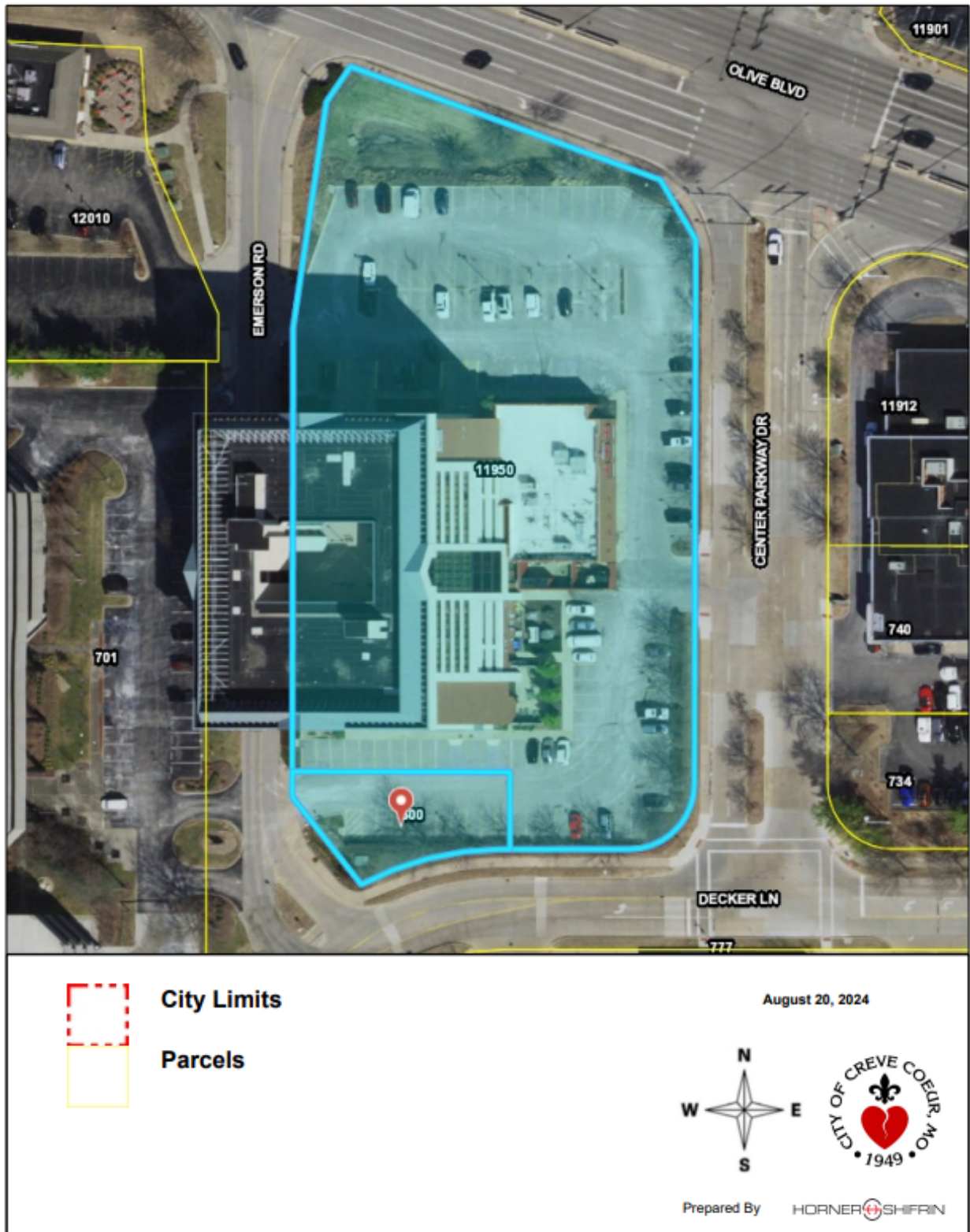
- This Conditional Use Permit shall be for the operation of an eight-story 187 room hotel, not more than 115-feet in height with approximately 182,880 square feet in floor area and including an indoor swimming pool and conference rooms with a maximum square footage of 3,084 while providing a minimum 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

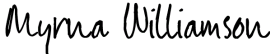
Tel. (314) 872-2501 • Fax (314) 872-2505

File # _____

PLANNING AND ZONING COMMISSION AGENDA APPLICATION CONDITIONAL USE PERMIT

PLEASE COMPLETE FRONT AND BACK PAGES

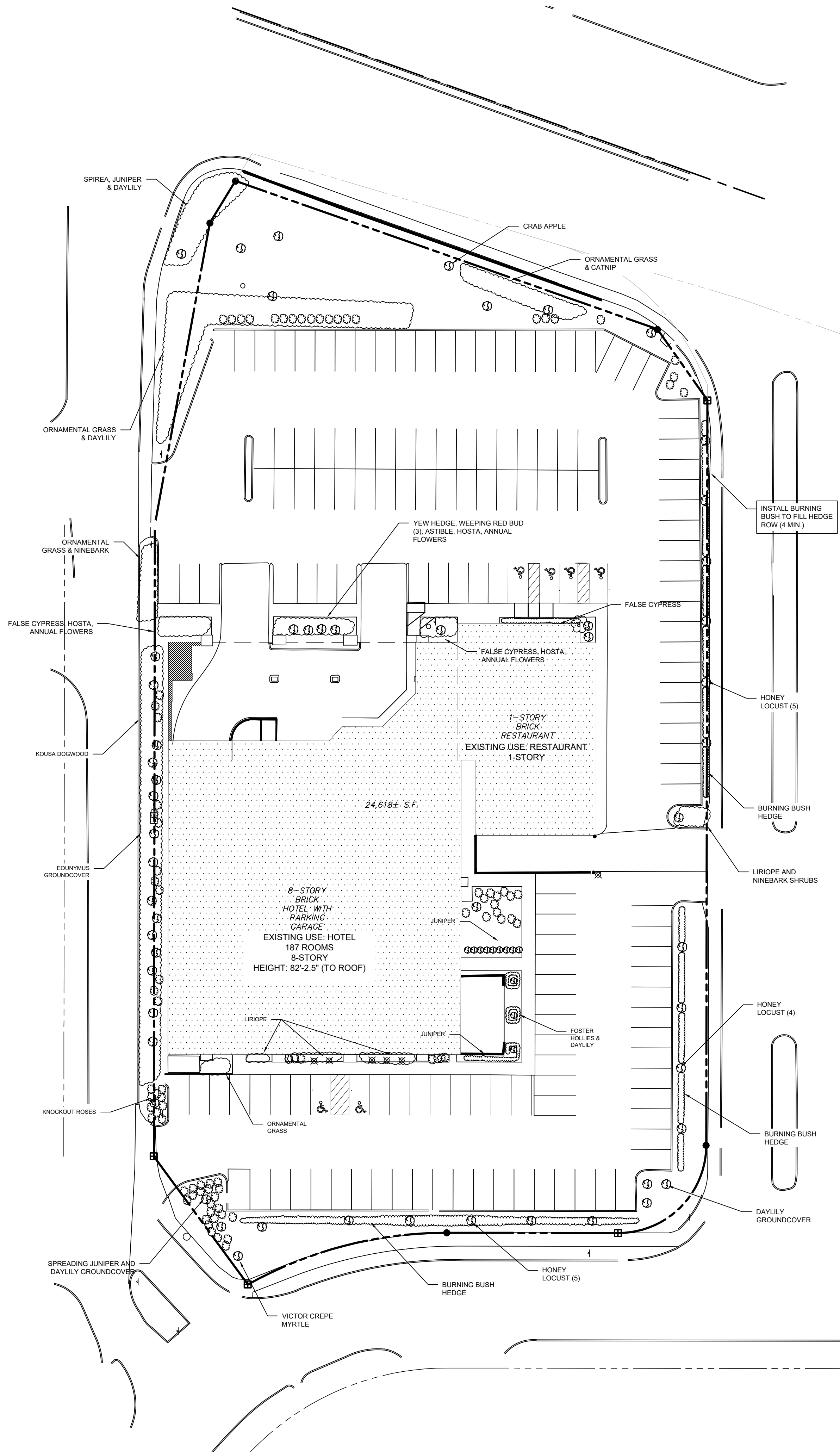
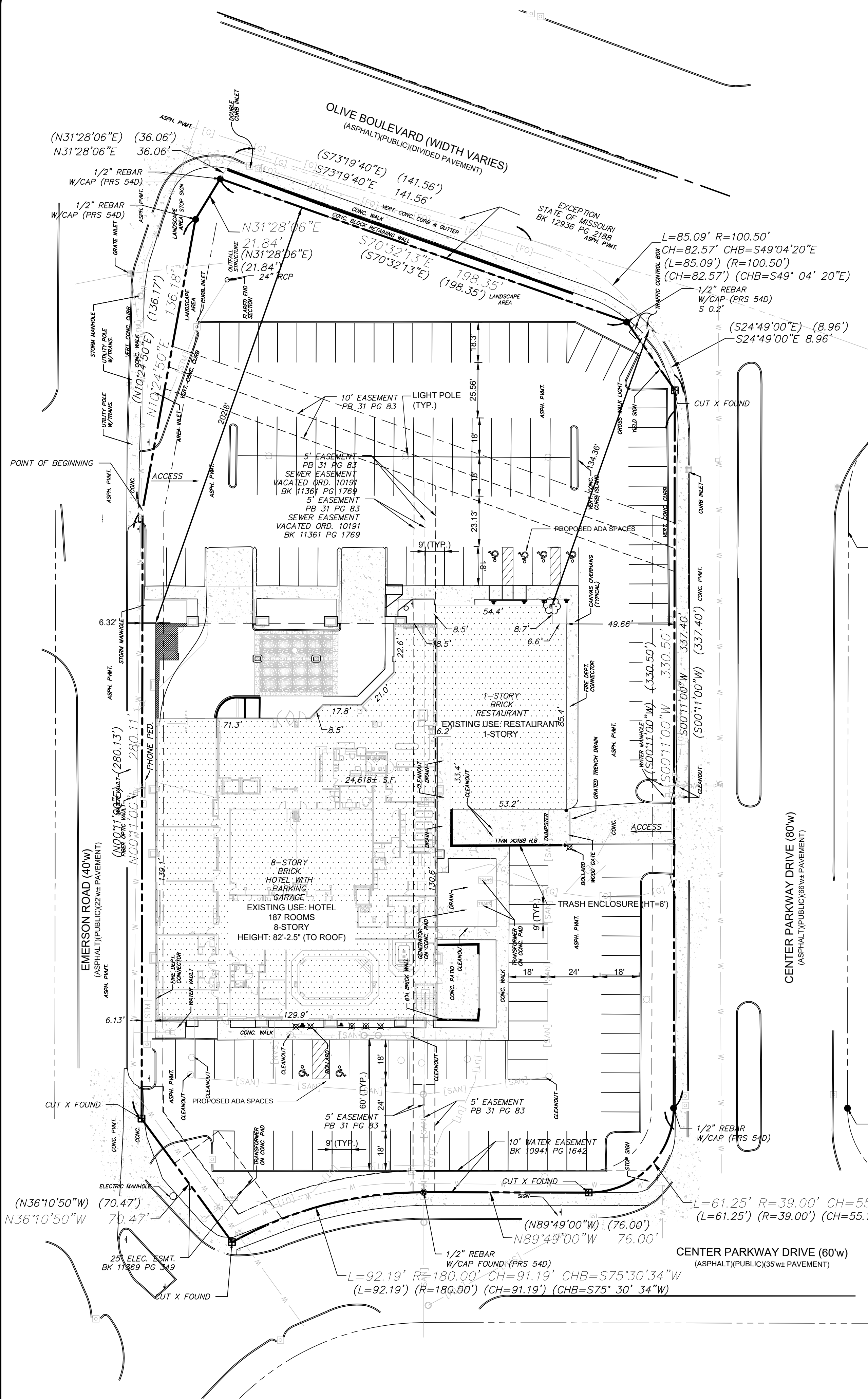
Applicant:	Applicant's Representative (if applicable):
Drury Development Corporation <i>Name</i> Drury Development Corporation <i>Company (If Applicable)</i> 13075 Manchester Road, Suite 200 <i>Address</i> St. Louis, MO 63131 <i>Address</i> Telephone # 314-423-6698 <i>Telephone #</i> Fax # _____ <i>Fax #</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> <i>DocuSigned by:</i>  EAT508BF39D3426... <i>Owner's Signature</i>

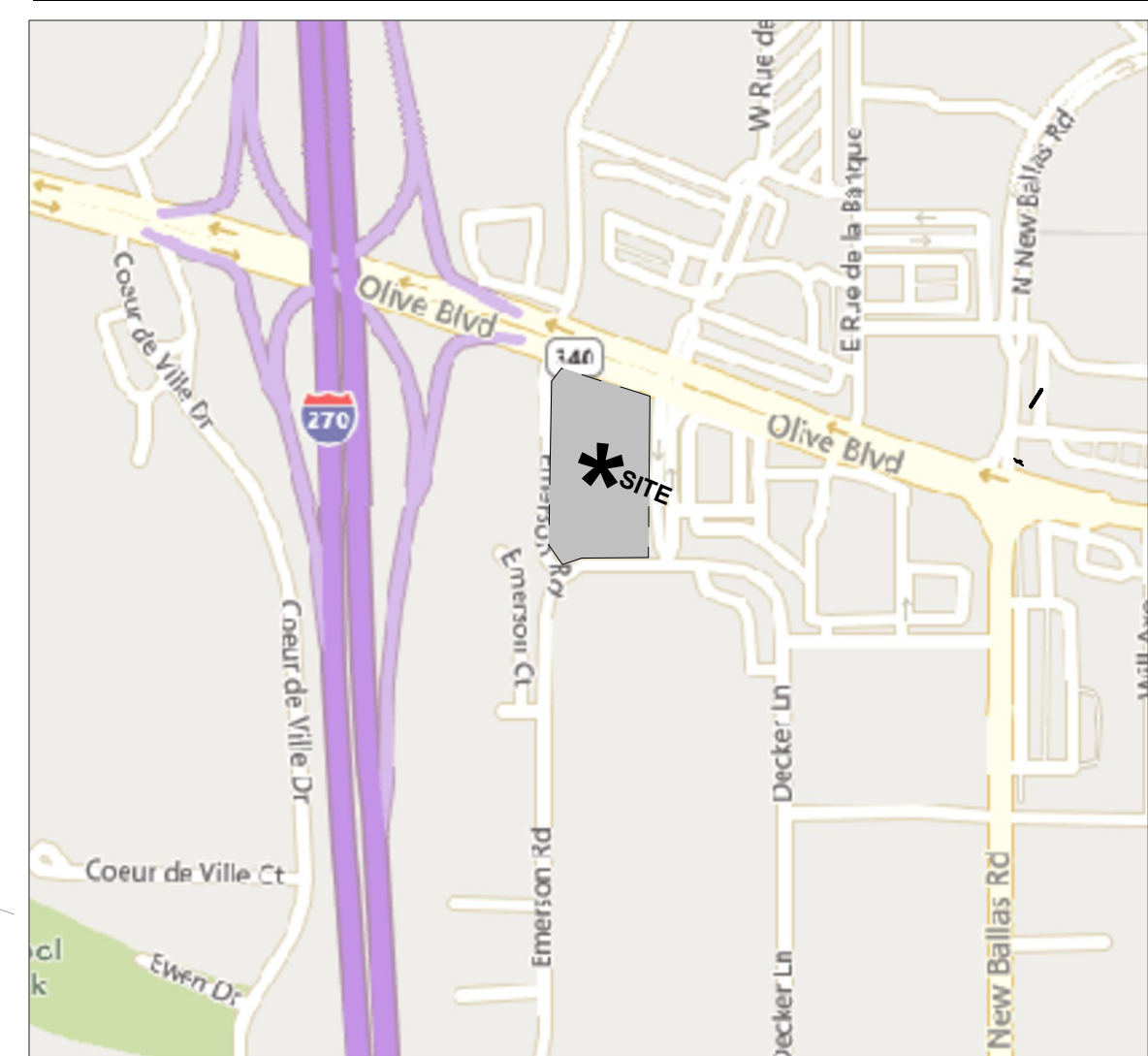
Drury Inn & Suites Creve Coeur Conditional Use Permit Application

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.



PROJECT LOCATION



SITE/UTILITY INFORMATION

OWNER: THE GELBER FAMILY LIMITED PARTNERSHIP
DRURY INN CREVE COEUR LLLP
DEVELOPER: DRURY DEVELOPMENT CORPORATION
13075 MANCHESTER ROAD, STE. 200
ST. LOUIS, MO 63131

PARCEL NUMBER : 170612348
STREET ADDRESS: 11980 OLIVE BOULEVARD
CREVE COEUR, MO 64131ZONING DISTRICT:
SUBDIVISION: LAKE HOUSE FARM
LOT NUMBER: 8 & 9
LOT AREA: 2.40 ACRES

SEWER SERVICE: METROPOLITAN ST. LOUIS SEWER DISTRICT
WATER SERVICE: MISSOURI AMERICAN WATER
GAS SERVICE: SPIRE
ELECTRIC SERVICE: AMEREN
FIRE DISTRICT: CREVE COEUR FIRE DISTRICT
SCHOOL DISTRICT: PARKWAY
WATERSHED: CREVE COEUR CREEK
FEMA MAP: 29189C0187K, EFF. 2/4/2015

EXISTING USE:	HOTEL/RESTAURANT
PROPOSED USE:	HOTEL/RESTAURANT

EXISTING ZONING: CB - CORE BUSINESS DISTRICT
PROPOSED ZONING: CB - CORE BUSINESS DISTRICT

EXISTING ROOM COUNT: 187 ROOMS
PROPOSED ROOM COUNT: 187 ROOMS

GROUND: 20,223 SF
2ND: 23,747 SF - GARAGE
3RD: 23,747 SF - GARAGE
4TH: 23,747 SF - GARAGE
5TH: 21,145 SF
6TH: 21,145 SF
7TH: 21,145 SF
8TH: 21,145 SF
TOTAL: 176,044 SF

SITE COVERAGE AREA: 80%
IMPERVIOUS AREA EXCLUDING PEDESTRIAN CIRCULATION: 83,954 SF
PERVIOUS AREA + PEDESTRIAN CIRCULATION: 20,418 SF
TOTAL AREA: 104,372 SF

FLOOR AREA RATIO: 176,044 / 104,372 = 1.69

PARKING CALCULATIONS:
REQUIRED PER 2024 ZONING CODE:

HOTEL:	244 SPACES
CONF. ROOM :	7 SPACES
RESTAURANT:	22 SPACES
TOTAL:	273 SPACES

REQUIRED PER CURRENT CUP SITE PLAN (1996):	
HOTEL:	234 SPACES
MTG ROOM:	9 SPACES
RESTAURANT:	53 SPACES
TOTAL:	296 SPACES

PROVIDED
SURFACE PARKING EXISTING SPACES = 152 SPACES (6 ADA, 2 ARE VAN ACCESSIBLE)
GARAGE PARKING:
LEVEL 2 = 52 (2 ADA)
LEVEL 3 = 52 (2 ADA)
LEVEL 4 = 46 (2 ADA)
TOTAL PROVIDED SPACES = 302 SPACES

NOTES:

- NO SITE LIGHTING CHANGES ARE PROPOSED
- SURVEY INFORMATION SHOWN IS PER SURVEY BY SHERRILL & ASSOCIATES.
- FIELD WORK PERFORMED JULY 2023. EASEMENTS PER TITLE DATED 7/23/24.
- UTILITIES SHOWN HAVE BEEN TAKEN FROM AVAILABLE SURVEYS, UTILITIES COMPANY MAPS AND PHYSICAL PROPERTY INSPECTION. THE LOCATIONS AND FACILITIES SHALL BE CONSIDERED APPROXIMATE ONLY. THERE MAY BE ADDITIONAL UTILITIES THAT HAVE NOT BEEN SHOWN ON THIS PLAN.
- NO NET CHANGE IN REQUIRED PARKING AS ONE ROOM RECLASSIFIED AS GUEST ROOM INCREASING TOTAL FROM 166 ROOMS IN 1996 CUP TO 187 HERE, AND ONE MEETING ROOM REMOVED. FURTHER, 1996 CUP PROVIDED PARKING EXCEEDS REQUIRED PARKING UNDER 1996 CUP AND 2024 ZONING

ENGINEER:

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

SHEET ISSUED:

08-06-24

REVISIONS:

[illegible]

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

SITE DEVELOPMENT PLAN

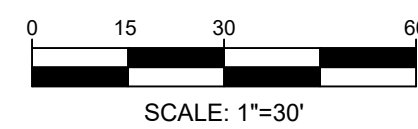
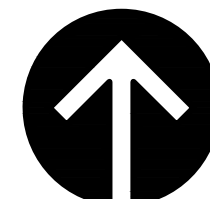
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EMG

SHEET NO:

C1.0

NORTH ARROW



AUL GRECO
6 MANCHESTER ROAD
SUITE 200
LOUIS, MISSOURI 6313
TEL: (314) 423-6698
FAX: (314) 429-2255

e_____

Date	Description
6-07-24	99%
7-02-24	100%

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

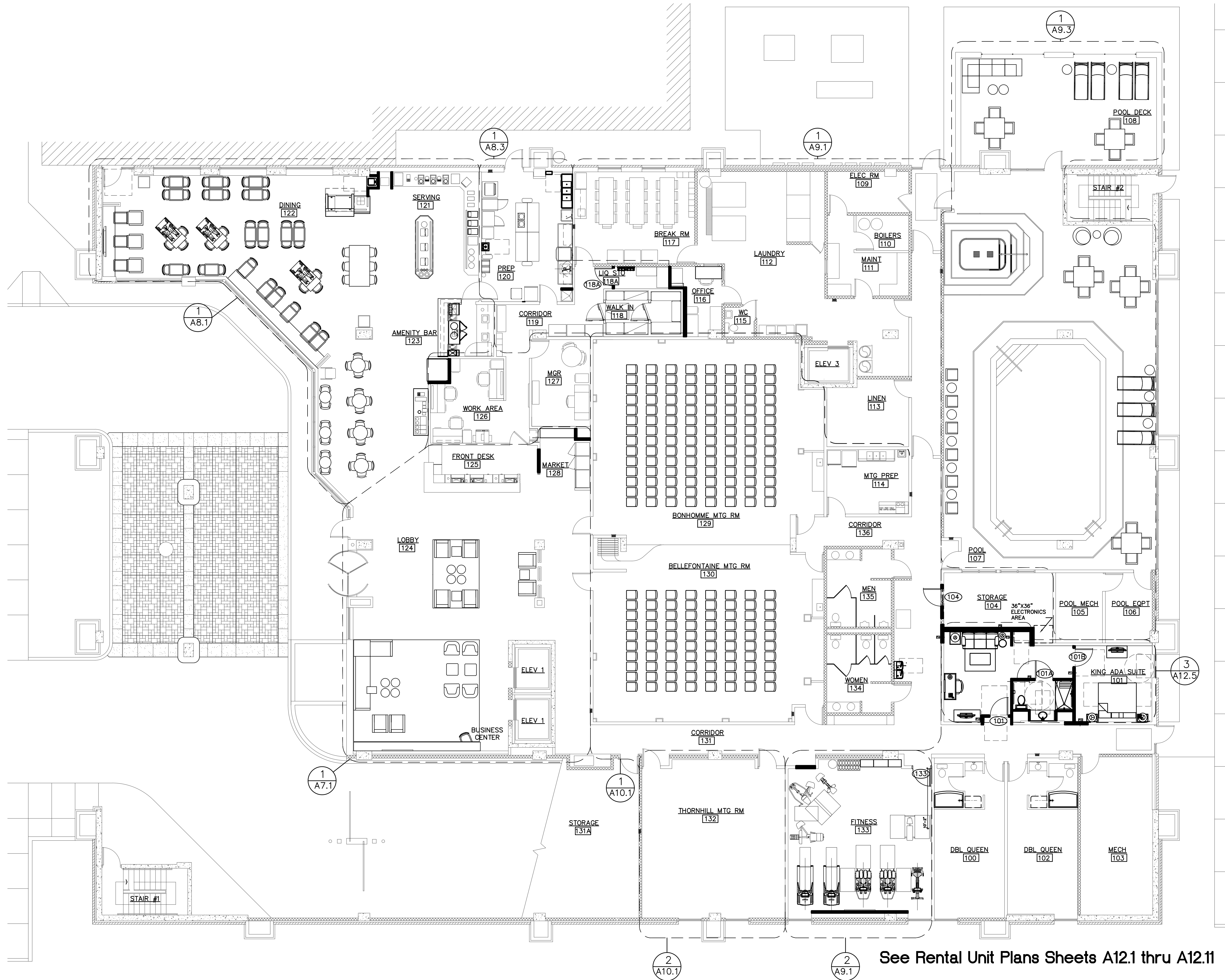
DRURY PLAZA HO
11980 OLIVE BLVD ST. LOUIS, MO 63141

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SHEET NO:

A1.1

Page 127 of 198



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

1ST FLOOR PLAN

$$1/8'' = 1'-0''$$


PAUL GRECO
 1775 MANCHESTER ROAD
 SUITE 200
 LOUIS, MISSOURI 6313
 TEL: (314) 423-6698
 FAX: (314) 429-2255

Date _____

Date	Description
9-27-24	22%

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on this sheet. All drawings, instruments,

responsibility for such plans, drawings, or documents not exhibiting this seal.

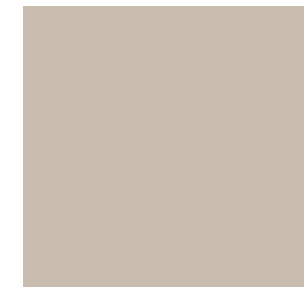
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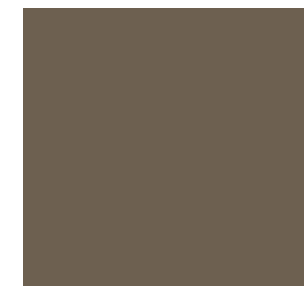
Page 130



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

[illegible]

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

NORTH ELEVATION

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

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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

Date	Description
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[illegible]

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

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RAWN 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
7-17-24	PERMIT

Date	Description
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[illegible]

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

EAST ELEVATION

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

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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 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

[illegible]

PROPERTY OWNER:

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 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.

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CMM /JJK

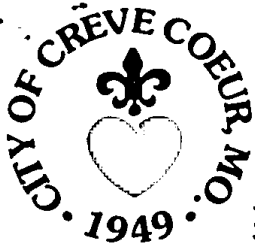
SHEET NO:

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.

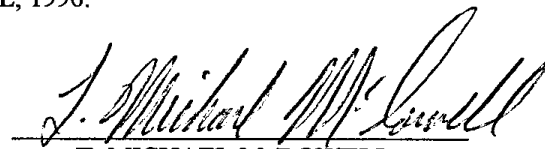
15. A DETAILED LANDSCAPED PLAN OF THE SITE MUST BE SUBMITTED TO THE CITY OF CREVE COEUR FOR REVIEW AND APPROVAL.

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

**AN ORDINANCE APPROVING A FINAL SUBDIVISION PLAT FOR A
SUBDIVISION KNOWN AS BACON ESTATES, CITY OF CREVE
COEUR, ST. LOUIS COUNTY, MISSOURI**

WHEREAS, an application has been submitted by Bill Simpson, of Banjak and Associates, for approval of a final plat of a three-lot subdivision known as BaCon Estates, at 350 South Mason Road consisting of three 1.2 acre lots; and

WHEREAS, the final plat of the BaCon Estates subdivision conforms to the preliminary plat approved by the Planning and Zoning Commission on July 15, 2024; and

WHEREAS, public notice of said final plat application was provided in accordance with Section 410.140.C.2 of the Creve Coeur Municipal Code; and

WHEREAS, the Planning and Zoning Commission recommended approval of the BaCon Estates final plat by a vote of 5-0 on September 16, 2024; and

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

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

SECTION 1: The Final Plat of the subdivision known as BaCon Estates, described as two tracts of land located in section 8, township 45 north, range 5 east, and as recorded in D.B. 6503, PG. 755. And D.B. 8026, PG. 1894, City of Creve Coeur, St. Louis County, Missouri, as heretofore submitted on September 6, 2024 is hereby approved subject to the following conditions:

1. The applicant shall prepare the Mylar for appropriate signatures and City Certification and record the final subdivision plat with St. Louis County.
2. Prior to issuance of any building or final occupancy permits Subdivision Improvement Plans shall be submitted for review by the Planning and Zoning Commission for the Lots B, C, and D.
3. All easement labels and descriptions on the plat, as well as all subdivision plat scripts, shall be reviewed and approved by the City Attorney prior to signing of the Mylar to ensure adequate descriptions are provided and terminology is correct.

BILL NUMBER 6137

ORDINANCE NUMBER _____

4. The Applicant shall provide a digitized version of the recorded plat along with two (2) printed copies.

SECTION 2: Such approval of the plats for the subdivision of the property shall be endorsed on said Plat as indicated in Section 1 hereof under the hand of the City Clerk, and the seal of the City of Creve Coeur, Missouri shall be affixed thereto.

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

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



city of CREVE COEUR

300 North New Ballas Road • Creve Coeur, Missouri 63141

(314) 432-6000 • Fax (314) 872-2539 • Relay MO 1-800-735-2966

APPLICATION TO PLANNING AND ZONING COMMISSION #24-024: FINAL PLAT FOR THE SUBDIVISION OF A 3.6 ACRE LOT AT 350 SOUTH MASON ROAD INTO THREE LOTS WITHIN THE A SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT

FOR THE MEETING OF: Monday, September 16, 2024

LOCATION: 350 South Mason Road, A Single-Family Zoning District

REQUEST: Bill Simpson, of Banjak and Associates, has submitted a request for the final plat approval to subdivide the property at 350 South Mason Road into three lots for three new homes. The total area of each lot is 52.275 square feet. The subject property is zoned A Single Family Residential, and no changes to the zoning district are being requested.

ADDITIONAL INFORMATION: The preliminary plat was approved on July 15, 2024 and subdivision improvement plans will be reviewed on an individual lot basis once the lots are sold for development.

Key Issues:

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

Creve Coeur 2030 Comprehensive Plan References

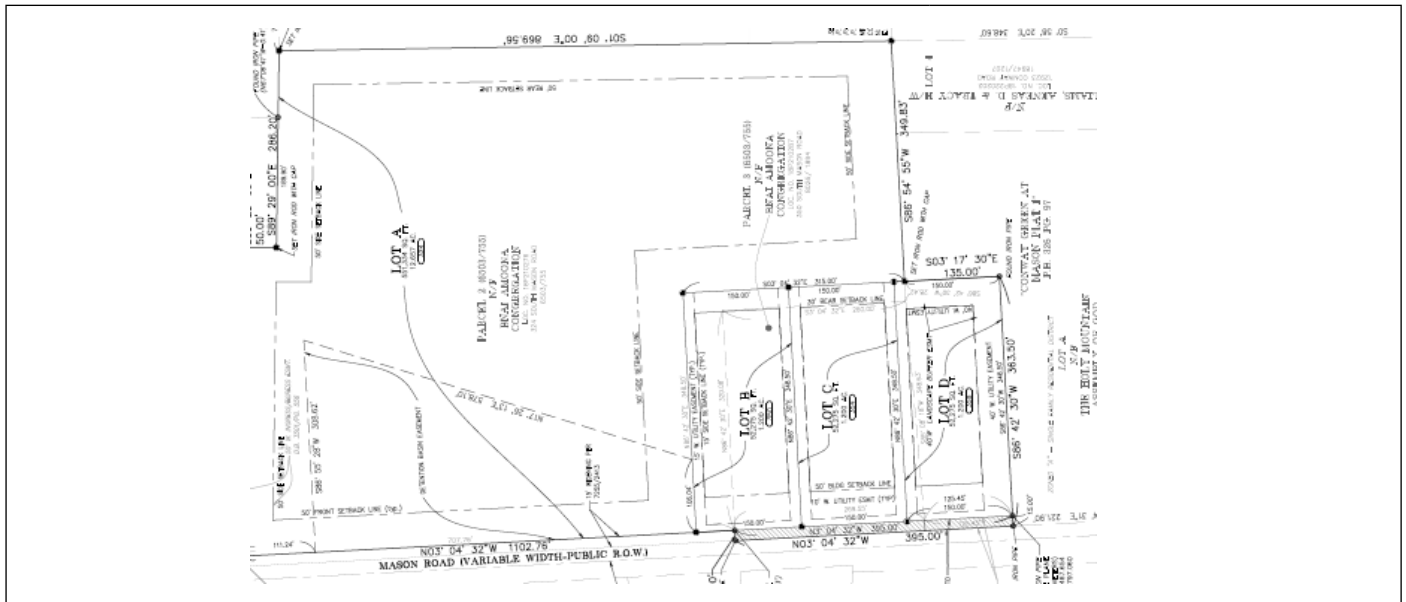
- Civic (CV)
- Design Guidelines

Zoning Code References

- Section 405.250: "A" Single Family Residential District
- Chapter 410: Subdivision and Development of Land

APPLICANT: William Simpson
Banak and Associates, LLC
30 North Brentwood Boulevard
Clayton, MO 63105

APPLICANT'S REPRESENTATIVE: Brian Fischer
THD Design Group, Inc
148 Chesterfield Industrial Boulevard
Chesterfield, MO 63132



REPORT PREPARED BY: BETHANY L. MOORE, AICP, CITY PLANNER

DATE: 9/9/24

ATTACHMENTS: Draft Ordinance

Applicant's Final Plat submitted on September 6, 2024.

BACKGROUND

The applicant is seeking final plat approval for a 3-lot subdivision, known as BaCon Estates, in the “A” single-family residential zoning district. Congregation Bnai Amoona at 324 South Mason Road plans to subdivide the adjacent lot addressed as 350 South Mason Road, which is currently undeveloped. The applicant plans to subdivide the property into 3 single family lots of 1.2 acres in size in the “A” Single-Family Zoning District. The applicant will also be adjusting the boundary between 324 South Mason Road and 350 South Mason Road to provide additional area for the lots. The applicant previously received preliminary plat approval at the July 15, 2024 Planning and Zoning Commission. The site improvement plans will be reviewed on an individual lot basis once the lots are sold for development by others before seeking any building permits for construction. The final plat has been submitted for review and final approval by the Planning and Zoning Commission and City Council pursuant to Sections 410.130 and 410.140 of city’s subdivision code. If the final plat is approved, the applicant will next record the final plat with the Recorder of Deeds for St. Louis County and provide a copy of the final plat to the Planning Division.

LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

DIRECTION	USE	ZONED	SEPARATED BY
North	Congregation B’nai Amoona	A-Single Family Residential	N/A
South	Holy Mountain Assembly of God	A-Single Family Residential	NA
East	Congregation B’nai Amoona/Holy Mountain Assembly of God	A-Single Family Residential	N/A
West	Single Family Residences	Town and Country	South Mason Road

ANALYSIS

Conformance with the Preliminary Plat

The final plat contains the same lot layout, with 3 new lots each 1.2 acres in size, that complies with the minimum district requirements for the “A” Single Family Residential District. The requirements for “A” lots include a minimum lot area of 1 acre, or 43,560 square feet, with a minimum lot width of 150 feet, and a minimum lot depth of 150 feet. The “A” Single Family District has a minimum front yard setback of 50 feet along any Street Frontage, 30-foot rear yard setbacks and 15 feet or 15% of the lot width, whichever is less for the side yard setback. All three lots are showing the required setbacks for all yards. Under Section 405.250(E)(4)(f), Lot D is subject to a 40-foot buffer yard along the eastern and southern lot lines due to its location abutting Holy Mountain Assembly of God, 12931 Conway Road, which is a conditional use in the “A” zoning district. Lots B and C are not subject to this buffer yard as Congregation Bnai Amoona is creating the lots within the existing boundaries of the property. The buffer yard shall not contain any impervious surface and shall be landscaped and screened as deemed appropriate by the Planning and Zoning Commission. The final plat includes the buffer yard of 40 feet on Lot D and well as a note that states the buffer yard is to be landscaped and restricted from building or impervious surfaces.

[illegible]

There are no indentures for this subdivision as there are no shared or common ground areas and each lot has its own individual access to South Mason Road.

Review of a final plat is a ministerial act to ensure that the proposed final plat is substantially similar to the preliminary plat and substantially meets all land development standards of this Chapter and those of any other applicable City regulations. This application does substantially meet all applicable codes for the A Single-Family Residential District, subject to the following suggested conditions of approval which are also included in the attached draft ordinance:

- Action on this item will be in the form of a motion to recommend approval of the attached draft ordinance as presented, or approval with additional conditions, to meet all technical requirements. Final approval of

the draft ordinance by City Council is required. Assuming agreement with the Staff Report, the following is an example motion for this application:

“I move to recommend approval of the final subdivision plat for BaCon Estates with the conditions recommended by staff as provided in the staff report for the meeting of September 16, 2024.” (other conditions may be added, eliminated, altered, and modified by prior motion).

APPENDIX 1: COMPREHENSIVE PLAN

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

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

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

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

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

APPENDIX 4: AERIAL MAP



A RECORD PLAT FOR
BACON ESTATES
TWO TRACTS OF LAND LOCATED IN
SECTION 8, TOWNSHIP 45 NORTH, RANGE 5 EAST,
AND AS RECORDED IN D.B. 6503, PG. 755,
& D.B. 8026, PG. 1894,
CITY OF CREVE COEUR,
ST. LOUIS COUNTY, MISSOURI

OWNERS CERTIFICATE

THE UNDERSIGNED, OWNERS OF THE TRACT OF LAND HEREIN PLATTED AND FURTHER DESCRIBED IN THE FOREGOING SURVEYORS CERTIFICATE HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED IN THE MANNER SHOWN ON THIS PLAT, WHICH THIS SUBDIVISION SHALL HEREINAFTER BE KNOWN AS THE "BACON ESTATES".

ALL UTILITY EASEMENTS SHOWN ON THIS PLAT ARE HEREBY DEDICATED AND GRANTED AS EASEMENTS TO THE CITY OF CREVE COEUR, AMEREN UE (MISSOURI), SPIRE MO EAST (GAS), SPECTRUM, MISSOURI AMERICAN WATER, AT&T, AND THE METROPOLITAN ST. LOUIS SEWER DISTRICT (MSD). THEIR SUCCESSORS AND ASSIGNS AS THEIR INTERESTS MAY APPEAR FOR THE PURPOSE OF IMPROVING, CONSTRUCTING, REPLACING, MAINTAINING AND REPAIRING OF PUBLIC UTILITIES, SEWER OR SEWERS, STORMWATER IMPROVEMENTS AND DRAINAGE FACILITIES, WITH THE RIGHT OF TEMPORARY USE OF ADJACENT GROUND NOT OCCUPIED BY IMPROVEMENTS FOR THE EXCAVATION AND STORAGE OF MATERIALS DURING INSTALLATION, REPAIR OR REPLACEMENT OF SAID UTILITIES, SEWER OR SEWERS, STORMWATER IMPROVEMENTS AND DRAINAGE FACILITIES.

THE 40 FOOT WIDE LANDSCAPE BUFFER EASEMENT SHOWN ALONG THE SOUTH AND EAST LINES OF PROPOSED LOT "D" OF THE SUBDIVISION IS HEREBY ESTABLISHED AND RESERVED FOR LANDSCAPING PURPOSES UNDER CITY OF CREVE COEUR SECTION 405.250 (5)(4)(f). THIS AREA SHALL BE IMPROVED UNDER A LANDSCAPE PLAN AND THIS AREA IS RESTRICTED FROM BUILDING AND IMPERVIOUS SURFACES.

DETENTION ESMT AS SHOWN ON THIS PLAT ARE HEREBY ESTABLISHED FOR THE STORMWATER MANAGEMENT FEATURES, ALSO KNOWN AS BMPs (BEST MANAGEMENT PRACTICES). THE RESERVED AREAS HEREBY ESTABLISHED ARE IRREVOCABLE AND SHALL RUN WITH THE LAND FOREVER, SUBJECT TO A "MAINTENANCE AGREEMENT" DATED _____ OF _____, AS RECORDED IN THE ST. LOUIS COUNTY RECORDER OF DEEDS BOOK _____, PAGE _____, OR AS AMENDED THEREAFTER.

THIS SUBDIVISION SHALL BE SUBJECT TO AND BENEFIT BY THE EASEMENTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, AND PROTECTIVE COVENANTS OF THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE "BACON ESTATES", CONTAINED IN AN INSTRUMENT FILED IN DEED BOOK _____, PAGE _____, IN THE OFFICE OF THE ST. LOUIS COUNTY, MISSOURI RECORDER OF DEEDS.

THE UNDERSIGNED FURTHER STATES THAT SAID TRACT IS NOT ENCUMBERED BY DELINQUENT TAXES, IN TESTIMONY WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF _____, 2024.

ALL BUILDING LINES SHOWN HEREON ARE HEREBY ESTABLISHED WITH THE RECORDING OF THIS PLAT.

BY: _____
PRINT NAME: _____
TITLE: _____
DATE: _____

OWNER'S NOTARY

CONGREGATION BNAI AMOONA

STATE OF _____ }
COUNTY OF _____ }SS

ON THIS _____ DAY OF _____, 2024, BEFORE ME, APPEARED _____ WHO BEING BY ME DULY SWORN, DID SAY THAT HE/SHE IS THE _____ OF CONGREGATION BNAI AMOONA A CORPORATION DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MISSOURI AND THAT THE SEAL, AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT THE SAID INSTRUMENT WAS SIGNED AND SEALED ON BEHALF OF SAID CORPORATION BY AUTHORITY OF THE BOARD OF DIRECTORS AND THAT SAID _____ DECLARED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID CORPORATION.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL ON THE DAY AND YEAR LAST ABOVE WRITTEN, IN THE STATE AND COUNTY FIRST ABOVE WRITTEN.

NOTARY PUBLIC: _____
PRINT NAME: _____
MY TERM EXPIRES: _____

LENDER CERTIFICATE

CONGREGATION BNAI AMOONA

THE UNDERSIGNED HOLDER OR LEGAL OWNER OF NOTES SECURED BY A DEED RECORDED IN BOOK _____, PAGE _____ OF THE ST. LOUIS COUNTY RECORDS HEREBY JOINS IN AND APPROVES IN EVERY DETAIL, THIS RECORD PLAT OF THE "BACON ESTATES"

IN WITNESS WHEREOF, SAID HOLDER OR LEGAL OWNER HAS SIGNED AND SEALED THIS SUBDIVISION PLAT THIS _____ DAY OF _____, 2024.

LENDER: _____
BY: _____
PRINT NAME: _____
TITLE: _____

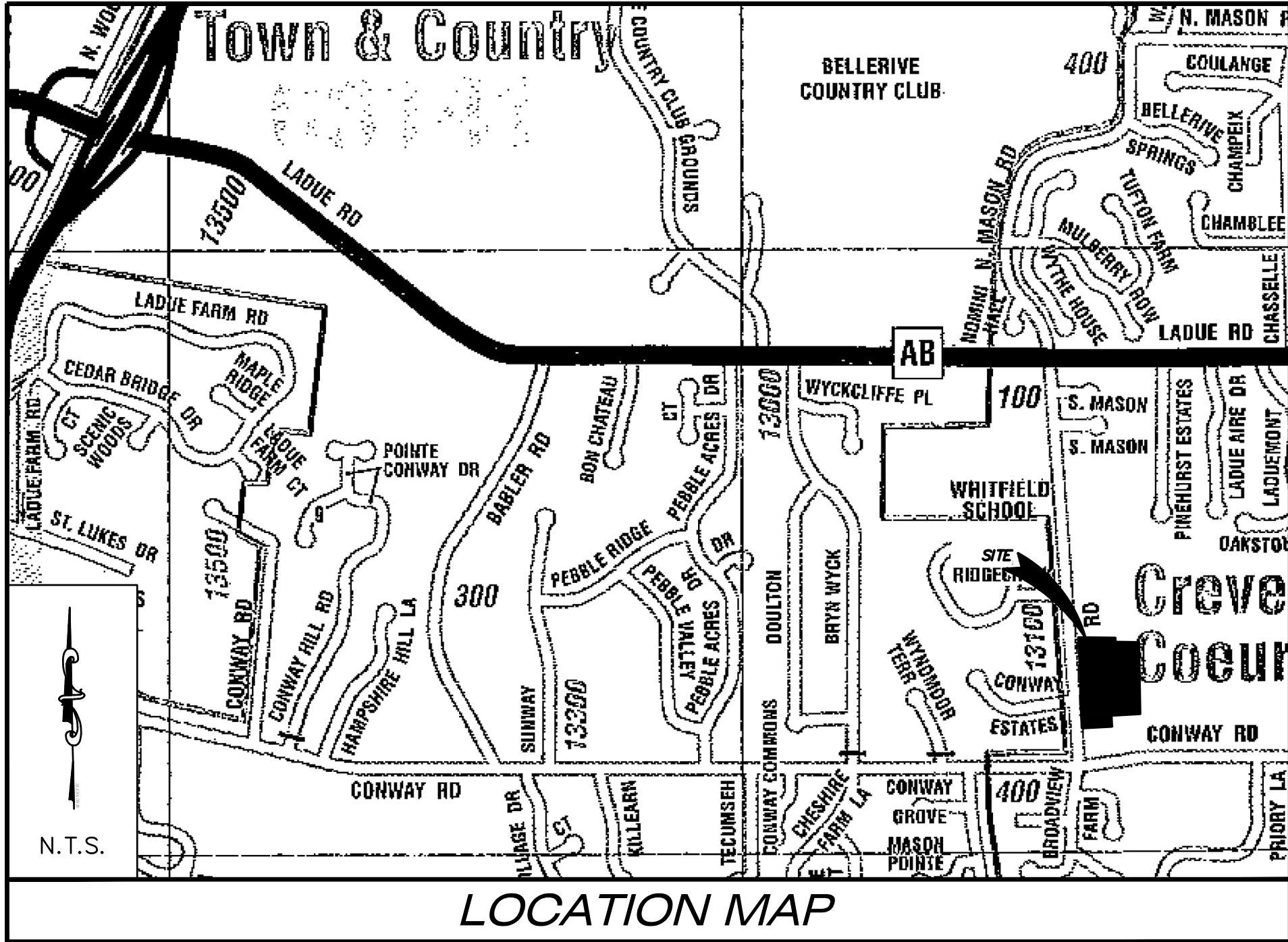
LENDERS NOTARY

STATE OF _____ }
COUNTY OF _____ }SS

ON THIS _____ DAY OF _____, 2024, BEFORE ME, APPEARED _____ WHO BEING BY ME DULY SWORN, DID SAY THAT HE/SHE IS THE _____ OF CONGREGATION BNAI AMOONA, A CORPORATION DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MISSOURI AND THAT THE SEAL, AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT THE SAID INSTRUMENT WAS SIGNED AND SEALED ON BEHALF OF SAID CORPORATION BY AUTHORITY OF THE BOARD OF DIRECTORS AND THAT SAID _____ DECLARED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID CORPORATION.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL ON THE DAY AND YEAR LAST ABOVE WRITTEN, IN THE STATE AND COUNTY FIRST ABOVE WRITTEN.

NOTARY PUBLIC: _____
PRINT NAME: _____
MY TERM EXPIRES: _____



CITY CERTIFICATE

IT IS HEREBY CERTIFIED THAT THIS SUBDIVISION PLAT WAS APPROVED BY THE CREVE COEUR PLANNING AND ZONING COMMISSION ON THE _____ DAY OF _____ PURSUANT TO THE SECTION 410.030.C. OF THE SUBDIVISION REGULATIONS IN CHAPTER 410 OF THE MUNICIPAL CODE OF THE CITY OF CREVE COEUR

CITY OF CREVE COEUR, MISSOURI

JULIE LABONTE, CHAIR
PLANNING & ZONING COMMISSION

CITY COUNCIL

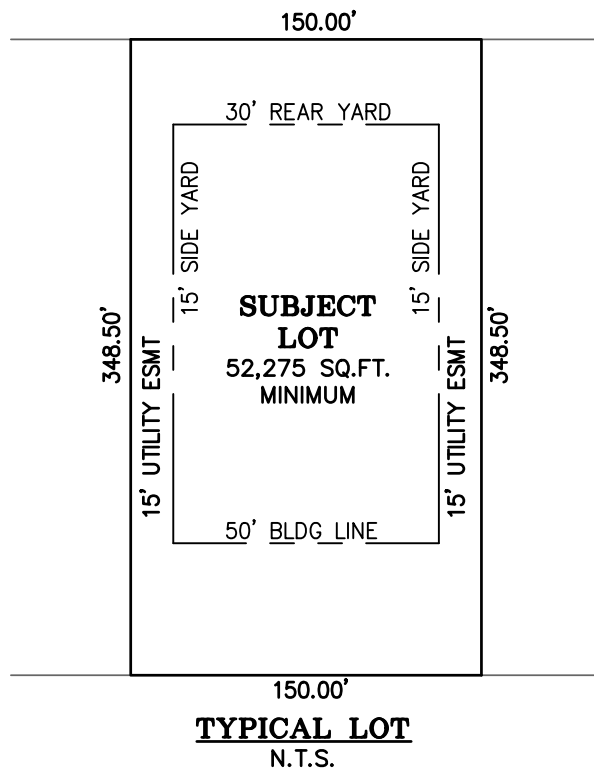
I, KELLIE HENKE, CITY CLERK FOR AND WITHIN THE CITY OF CREVE COEUR, MISSOURI, DO HEREBY CERTIFY THAT THIS FINAL SUBDIVISION PLAT OF BACON ESTATES WAS APPROVED PURSUANT TO THE SUBDIVISION AND LAND DEVELOPMENT REGULATIONS OF THE CITY OF CREVE COEUR, MISSOURI, AS OUTLINED IN CHAPTER 410 OF THE MUNICIPAL CODE OF THE CITY OF CREVE COEUR CODE BY THE CITY COUNCIL OF THE CITY OF CREVE COEUR ON THE _____ DAY OF _____, 2024

KELLIE HENKE

STATEMENT OF STATE PLANE:

THE STATE PLANE COORDINATES WERE DETERMINED ON SEPTEMBER 28, 2023 USING A TRIMBLE R10 GPS RECEIVER AND A TSC 7 DATA COLLECTOR FROM THE PROJECT SITE TO A CONTINUOUSLY OPERATING REFERENCE STATION (CORS) WITH AN ID OF "MOBF" WITH A PID OF DM3511 HAVING PUBLISHED MISSOURI STATE PLANE (EAST ZONE) COORDINATE VALUES OF NORTH (Y) 325,371.567 METERS AND EAST (X) 272,133.214 METERS. WE REPRESENT HEREON THAT THESE STATE PLANE COORDINATES MEET THE ACCURACY STANDARDS OF THE "MISSOURI MINIMUM STANDARDS FOR URBAN CLASS PROPERTY BOUNDARY SURVEYS" (10 CSR 30-2 AND 20 CSR 30-16, EFFECTIVE AT THE DATE OF THIS SURVEY) AS A "URBAN PROPERTY" RELATIVE TO STATION MOBF.

AVERAGE COMBINED GRID FACTOR = 0.99991806 (1 METER = 3.28083333 FEET)



DEVELOPMENT NOTES:

- SITE ADDRESS:
324 SOUTH MASON ROAD
ST. LOUIS, MO 63141
LOC. NO. 18P210276
350 SOUTH MASON ROAD
ST. LOUIS, MO 63141
LOC. NO. 189210287
- OWNER INFORMATION:
CONGREGATION BNAI AMOONA
7777 BONHOMME AVENUE SUITE 1910
ST. LOUIS, MO 63105
DEED BOOK 6503 PAGE 755
DEED BOOK 8026 PAGE 1894
- AREA OF TRACT: 714,084 SQ. FT. OR 16.393 ACRES, MORE OR LESS
- OWNER INFORMATION:
CONGREGATION BNAI AMOONA
7777 BONHOMME AVENUE SUITE 1910
ST. LOUIS, MO 63105
DEED BOOK 6503 PAGE 755
DEED BOOK 8026 PAGE 1894

- AREA OF TRACT: 714,084 SQ. FT. OR 16.393 ACRES, MORE OR LESS
- OWNER INFORMATION:
CONGREGATION BNAI AMOONA
7777 BONHOMME AVENUE SUITE 1910
ST. LOUIS, MO 63105
DEED BOOK 6503 PAGE 755
DEED BOOK 8026 PAGE 1894

"A" RESIDENTIAL DISTRICT DIMENSIONAL REQUIREMENTS

FRONT YARD SETBACK: 50 FEET
SIDE YARD SETBACK: 15 FEET
REAR YARD SETBACK: 30 FEET
MINIMUM SITE AREA: 1.0 ACRE
MINIMUM LOT WIDTH: 150 FEET
MAXIMUM LOT COVERAGE: 25%

5. ACCORDING TO THE FIRM FLOOD INSURANCE RATE MAP 29189C0188K DATED FEBRUARY 4, 2015, THIS DEVELOPMENT IS LOCATED IN ZONE X UNSHADED, AREAS DETERMINED TO BE OUTSIDE THE 0.2% CHANCE ANNUAL FLOODPLAIN.

6. A TITLE COMMITMENT POLICY WAS NOT PROVIDED TO THD DESIGN GROUP INC., THEREFORE THIS PLOT AND THE SURVEY ON WHICH IT IS BASED ARE SUBJECT TO ANY DEFECTS, ENCUMBRANCES, EASEMENTS OR CLAIMS OF EASEMENTS FOUND OR NOT FOUND IN THE PUBLIC RECORDS.

7. BASIS OF BEARINGS: GRID NORTH, MISSOURI STATE PLANE COORDINATE SYSTEM, NAD' 83, EAST ZONE.

8. EASEMENTS SHOWN HEREON ARE PER PLATTED EVIDENCE AND AVAILABLE PUBLIC RECORDS. THD DESIGN GROUP INC. RECOMMENDS A CURRENT TITLE COMMITMENT POLICY BE PROVIDED TO IDENTIFY ALL EXISTING EASEMENTS THAT MAY NOT ENCUMBER THE SUBJECT PROPERTY.

9. ALL PROPOSED UTILITIES ARE TO BE INSTALLED UNDERGROUND.

10. THE SEMI PERMANENT SURVEY MONUMENTS SHOWN HEREON SHALL BE SET WITHIN ONE CALENDAR YEAR OF THE DATE OF THE RECORDING OF THIS PLAT.

11. (Hatched symbol) DENOTES LOT ADDRESSES.

LAND DESCRIPTION: (PER SURVEY)

TWO TRACTS OF LAND BEING LOCATED IN SECTION 8, TOWNSHIP 45 NORTH, RANGE 5 EAST, CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI, AND BEING PROPERTY AS CONTAINED IN DEEDS AS RECORDED IN DEED BOOK 6503, PAGE 755 (PARCEL 2) AND DEED BOOK 8026, PAGE 1894 OF THE RECORDER'S OFFICE, AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING THE SOUTHWEST CORNER OF LOT 1 OF "MASON LANE", AS RECORDED IN PLAT BOOK 302, PAGE 79 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS, AND BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF MASON ROAD (VARIABLE WIDTH-PUBLIC RIGHT-OF-WAY), AS WIDENED PER SAID PLAT, FROM WHICH A FOUND IRON PIPE BEARS SOUTH 55 DEGREES 16 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 0.14 FEET;

THENCE SOUTH 89 DEGREES 29 MINUTES 00 SECONDS EAST, ALONG THE SOUTHERLY LINE OF LOTS 1 AND 2 OF SAID "MASON LANE", A DISTANCE OF 448.76 FEET TO A POINT FROM WHICH A FOUND IRON ROD BEARS NORTH 68 DEGREES 01 MINUTES 23 SECONDS WEST A DISTANCE OF 0.49' SAID POINT ALSO BEING ON THE WEST LINE OF LOT 5 OF PINEHURST ESTATES PER THE RECORD PLAT THEREOF RECORDED IN PLAT BOOK 173, PAGE 62 OF SAID ST. LOUIS COUNTY RECORDS;

THENCE ALONG SAID WEST LINE SOUTH 00 DEGREES 25 MINUTES 00 SECONDS EAST, ALONG THE EASTERLY LINE OF LOT 2 OF SAID "MASON LANE", A DISTANCE OF 50.00 FEET TO A SET IRON ROD WITH CAP AT THE SOUTHWEST CORNER OF LOT 5 OF SAID "PINEHURST ESTATES";

THENCE SOUTH 89 DEGREES 29 MINUTES 00 SECONDS EAST, ALONG THE SOUTHERLY LINE OF LOTS 5 AND 6 OF SAID "PINEHURST ESTATES", A DISTANCE OF 286.20 FEET TO A SET IRON ROD WITH CAP AT THE NORTHWEST CORNER OF A TRACT OF LAND NOW OR FORMERLY OF SOLOMON SCHECHTER DAY SCHOOL OF ST. LOUIS, AS RECORDED IN DEED BOOK 6503, PAGE 755 (PARCEL 1) OF THE ST. LOUIS COUNTY, MISSOURI RECORDS;

THENCE SOUTH 01 DEGREES 09 MINUTES 00 SECONDS EAST, ALONG THE WESTERLY LINE OF SAID SOLOMON SCHECHTER DAY SCHOOL OF ST. LOUIS TRACT (PARCEL 1), A DISTANCE OF 869.56 FEET TO A SET IRON ROD WITH CAP AT THE SOUTHWEST CORNER OF SAID TRACT SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 5 OF FRANK ESTATES AS PER THE RECORD PLAT THEREOF RECORDED IN PLAT BOOK 326 PAGE 97 IN ST. LOUIS COUNTY RECORDS;

THENCE SOUTH 86 DEGREES 54 MINUTES 55 SECONDS WEST, ALONG THE NORTHERLY LINE OF LOT 4 OF FRANK ESTATES AND LOT A OF "CONWAY GREEN AT MASON PLAT 1", AS RECORDED IN PLAT BOOK 326, PAGE 97 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS, A DISTANCE OF 349.83 FEET TO A SET IRON ROD WITH CAP;

THENCE SOUTH 03 DEGREES 17 MINUTES 30 SECONDS EAST, ALONG THE NORTHERLY LINE OF LOT A OF SAID "CONWAY GREEN AT MASON PLAT 1", A DISTANCE OF 135.00 FEET TO A FOUND IRON PIPE;

THENCE CONTINUING ALONG SAID NORTHERN LINE SOUTH 86 DEGREES 42 MINUTES 30 SECONDS WEST, A DISTANCE OF 363.50 FEET TO A FOUND IRON PIPE AT THE NORTHWEST CORNER OF SAID LOT A, AND BEING ON THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF MASON ROAD (VARIABLE WIDTH-PUBLIC RIGHT-OF-WAY);

THENCE ALONG SAID EASTERLY LINE THE FOLLOWING COURSES AND DISTANCES:

NORTH 03 DEGREES 04 MINUTES 32 SECONDS WEST, A DISTANCE OF 395.00 FEET TO A FOUND IRON PIPE;

NORTH 86 DEGREES 55 MINUTES 28 SECONDS EAST, A DISTANCE OF 15.00 FEET TO A POINT FROM WHICH A FOUND IRON ROD BEARS NORTH 83 DEGREES 01 MINUTES 14 SECONDS WEST 0.23 FEET;

THENCE NORTH 03 DEGREES 04 MINUTES 32 SECONDS WEST, A DISTANCE OF 707.76 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 714,084 SQUARE FEET OR 16.393 ACRES, MORE OR LESS, AS SURVEYED AND CALCULATED BY THD DESIGN GROUP, INC. DURING NOVEMBER 2023.

SURVEYORS CERTIFICATION

THIS IS TO CERTIFY THAT THD DESIGN GROUP, INC. AT THE REQUEST AND FOR THE EXCLUSIVE USE OF CONGREGATION BNAI AMOONA, WE HAVE DURING THE MONTH OF NOVEMBER, 2023, EXECUTED A BOUNDARY SURVEY AND BASED UPON SAID SURVEY, DURING THE MONTH OF AUGUST, 2024, PREPARED A RECORD PLAT ON TWO TRACTS OF LAND BEING PART OF SECTION 8, TOWNSHIP 45 NORTH, RANGE 5 EAST, CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI, THE RESULTS OF WHICH ARE SHOWN HEREON. ALL SURVEY MONUMENTATION WILL BE SET AS SHOWN ON THIS PLAT. THIS SURVEY WAS EXECUTED IN ACCORDANCE WITH CHAPTER 16 "MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS" (2 CSR 90-60.010 TO 60.070) AND MEETS THE REQUIREMENTS OF AN URBAN SURVEY. THIS SURVEY IS BASED ON RECORD SOURCES. THD DESIGN GROUP, INC. TAKES NO RESPONSIBILITY FOR THE ACCURACY OF THE AFOREMENTIONED RECORDS.

BRIAN J. FISCHER
PROFESSIONAL LAND SURVEYOR, LICENSE NO. MO-002584

THD DESIGN GROUP, INC.
"your solution for engineering and surveying"

A RECORD PLAT FOR
BACON ESTATES
TWO TRACTS OF LAND LOCATED IN
SECTION 8, TOWNSHIP 45 NORTH, RANGE 5 EAST,
AND AS RECORDED IN D.B. 6503, PG. 755,
& D.B. 8026, PG. 1894,
CITY OF CREVE COEUR,
ST. LOUIS COUNTY, MISSOURI

Date: Sep 06, 2024
Brian J. Fischer
License No. LS-002584
Professional Land Surveyor

PROJECT NUMBER: 23-1573

DATE: 09/06/2024

DRAWN BY: ALT

1 OF 2

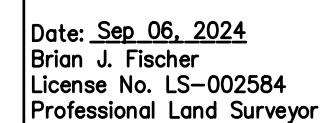
148 CHESTERFIELD INDUSTRIAL BLVD STE E, CHESTERFIELD, MO 63005
TEL: 636-294-2972
FAX: 636-294-3027
WEB: THDGROUP.COM
Corporate Certificate of Authority #201004412

Page 149 of 198



THD DESIGN GROUP, INC.
"your solution for engineering and surveying"

A RECORD PLAT FOR
BACON ESTATES
TWO TRACTS OF LAND LOCATED IN
SECTION 8, TOWNSHIP 45 NORTH, RANGE 5 EAST,
AND AS RECORDED IN D.B. 6503, PG. 755,
& D.B. 8026, PG. 1894,
CITY OF CREVE COEUR,
ST. LOUIS COUNTY, MISSOURI



PROJECT NUMBER: 23-1573

DATE: 09/06/2024

DRAWN BY: AL

2 OF 2

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AUTHORIZING THE EXECUTION OF A SURFACE TRANSPORTATION BLOCK GRANT (STBG) PROGRAM AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION TO ENABLE THE CITY TO CONSTRUCT THE LADUE ROAD IMPROVEMENT PROJECT.

WHEREAS, the City of Creve Coeur strives to maintain its pavement infrastructure for the sake of its residents; and

WHEREAS, the City has been awarded grant funding under the federal Surface Transportation Block Grant Program (STBG) to assist with the cost of resurfacing, and sidewalk and signal upgrades to Ladue Road between Lindbergh Boulevard and Emerson Road; and

WHEREAS, the attached "Exhibit One" is an agreement between the City and the Missouri Highways and Transportation Commission regarding the responsibilities and requirements of the STBG Grant Program.

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

SECTION 1. The STBG Program Agreement, between the Missouri Highways and Transportation Commission and the City, regarding the resurfacing, and sidewalk and signal upgrades to Ladue Road, attached hereto and referred to herein as the "Program Agreement," is hereby approved and the City Administrator is authorized to execute same on behalf of the City and the City Clerk is authorized and directed to attest thereto. The Agreement as executed shall be substantially in the form of the Program Agreement, with such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Ordinance. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this Ordinance, the matters herein authorized, and the rights and duties of the City under the Program Agreement.

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

ADOPTED THIS ____ DAY OF _____ 2024.

TIM CARNEY
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____ 2024.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE
CITY CLERK



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: September 17, 2024

TO: Mark Perkins, City Administrator

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

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

SUBJECT: Recommendation to Execute Program Agreement
Ladue Road Improvement Project STBG-4900(649)

City staff recommends that the City execute a Surface Transportation Block Grant (STBG) Program Agreement with the Missouri Highways and Transportation Commission (MoDOT) in order to accept federal grant funding assistance for asphalt pavement resurfacing, sidewalk improvements, and signal upgrades to Ladue Road.

Project Summary

The City maintains Ladue Road from just east of Emerson Road to just west of US-67/Lindbergh Blvd, a stretch of 2.1 miles. MoDOT maintains Ladue Road on both ends of the City-maintained section. Ladue Road was last repaved in 2007, and several utility projects and City repairs have made the road a large collection of patches. Staff originally envisioned splitting this project into two phases. However, it was decided to apply for a single grant for the entire City-maintained stretch of Ladue Road and increase the City's share of funding for the project. This would minimize traffic impacts to only one construction season, while also allowing the City to pursue grants for Phases 3 and 4 of New Ballas Road projects in the following years.

The Ladue Road Improvement Project will involve the resurfacing of the asphalt pavement, sidewalk accessibility updates, and signal upgrades – including all new signals at Mosley Road and new camera detection systems at the Mosley, Graeser, and Spoede intersections. Easements and right of way are expected to be necessary along the project limits.

Project Schedule

Projects that follow the process laid out by MoDOT for grant-funded projects generally have three phases: design, right-of-way acquisition, and construction.

- **Design (FY2025-FY2027).** The design for this project is scheduled to begin in late 2024 or early 2025 and is expected to last through the fall of 2026. This phase of the project will be fully funded by the City.
- **Right-of-Way Acquisition (FY2026).** Right-of-way may be needed from the Ladue Schools property at 10900 Ladue Road and sidewalk easements may be necessary on the south side of Ladue Road between E. Ladue Estates and Graeser Road. This phase is planned for fall and winter of 2026. This phase of the project will be fully funded by the City.

- Construction (FY2027). Construction of this project is scheduled for the spring and summer of 2027. The federal grant will reimburse the City up to \$1,300,000 for the construction phase of the project. This is anticipated to be about 73% of the cost to construct the project.

The anticipated schedule for the project is listed in detail in Exhibit B (page 12) of the Program Agreement.

Project Cost and Grant Reimbursement

The program agreement establishes the amount of reimbursement for the project at about 73% of construction costs, up to an amount of \$1,300,000.00. The total cost of the project is expected to be \$1.98 million, making the City's share \$680,000, or approximately 34% of the total cost.

The estimated cost of each phase of the project and the amount of grant funding awarded for that phase are outlined below:

Project Stage	Fiscal Year	Total Cost	Grant Funding	City Funding
Design	FY2025-FY2027	\$ 175,000	\$ 0	\$ 175,000
Right of Way	FY2026	\$ 25,000	\$ 0	\$ 25,000
Construction	FY2027	\$ 1,780,000	\$ 1,300,000	\$ 480,000
	Total	\$ 1,980,000	\$ 1,300,000	\$ 680,000

Recommendation

The City has benefitted from federal grants to improve most of its major roads in the recent past. Staff finds this grant program to be a good opportunity for the City, and recommends that the City enter into the program agreement with MoDOT in order to take advantage of this program for the benefit of Ladue Road.

EXHIBIT ONE

CCO Form: FS11
Approved: 07/96 (KMH)
Revised: 03/24 (TLP)
Modified:

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: STBG-4900(649)
Award Year: 2027
Federal Agency: Federal Highway Administration, Department of Transportation

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION SURFACE TRANSPORTATION BLOCK GRANT (STBG) PROGRAM AGREEMENT

THIS STBG AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Creve Coeur, St. Louis County, Missouri (hereinafter, "City").

WITNESSETH:

WHEREAS, the Infrastructure Investment and Jobs Act (IIJA) 23 U.S.C. §133, authorizes a Surface Transportation Block Grant (STBG) Program to fund transportation related projects; and

WHEREAS, the City desires to construct certain improvements, more specifically described below, using such STBG funding; and

WHEREAS, those improvements are to be designed and constructed in compliance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to grant the use of STBG funds to the City. The improvement contemplated by this Agreement and designated as Project STBG-4900(649) involves:

Resurfacing, sidewalk improvements and signal upgrades.

The City shall be responsible for all aspects of the construction of the improvement.

(2) LOCATION: The contemplated improvement designated as Project STBG-4900(649) by the Commission is within the city limits of Creve Coeur, Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as follows:

Ladue Road from east of Emerson Road to west of US 67 (Lindbergh Boulevard).

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(4) LIMITS OF SYSTEM: The limits of the surface transportation system for the City shall correspond to its geographical area as encompassed by the urban boundaries of the City as fixed cooperatively by the parties subject to approval by the Federal Highway Administration (FHWA).

(5) ROUTES TO BE INCLUDED: The City shall select the high traffic volume arterial and collector routes to be included in the surface transportation system, to be concurred with by the Commission, subject to approval by the FHWA. It is understood by the parties that surface transportation system projects will be limited to the said surface transportation system, but that streets and arterial routes may be added to the surface transportation system, including transfers from other federal aid systems.

(6) INVENTORY AND INSPECTION: The City shall:

(A) Furnish annually, upon request from the Commission or FHWA, information concerning conditions on streets included in the STBG system under local jurisdiction indicating miles of system by pavement width, surface type, number of lanes and traffic volume category.

(B) Inspect and provide inventories of all bridges on that portion of the federal-aid highway systems under the jurisdiction of the City in accordance with the Federal Special Bridge Program, as set forth in 23 U.S.C. §144, and applicable amendments or regulations promulgated thereunder.

(7) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved street and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. Any traffic signals installed on highways maintained by the Commission will be turned over to the Commission upon completion of the project for maintenance. All obligations of the Commission under this Agreement shall cease upon completion of the

improvement.

(8) INDEMNIFICATION: To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(9) INSURANCE:

(A) The City is required or will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$600,000 per claimant and \$4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(10) CONSTRUCTION SPECIFICATIONS: Parties agree that all construction under the STBG for the City will be constructed in accordance with current MoDOT design criteria/specifications for urban construction unless separate standards for the surface transportation system have been established by the City and the Commission subject to the approval of the FHWA.

(11) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The

City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(12) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for the project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act. However, upon written request by the City and the written acceptance by the Commission, the Commission shall acquire right of way for the City. Upon approval of all agreements, plans and specifications by the Commission and the FHWA, the commission will file copies of said plans in the office of the county clerk: and proceed to acquire by negotiation and purchase or by condemnation any necessary right of way required for the construction of the improvement contemplated herein. All right of way acquired by negotiation and purchase will be acquired in the name of City, and the City will pay to grantors thereof the agreed upon purchase prices. All right of way acquired through condemnation proceedings will be acquired in the name of the State of Missouri and subsequently released to the City. The City shall pay into court all awards and final judgments in favor of any such condemnees. The City shall also reimburse the Commission for any expense incurred by the Commission in acquiring said right of way, including but not limited to the costs of surveying, appraisal, negotiation, condemnation, and relocation assistance benefits. Unless otherwise agreed to in writing the Commission shall have the final decision regarding the settlement amount in condemnation.

(13) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80 percent not to exceed \$1,300,000. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(B) The total reimbursement otherwise payable to the City under this Agreement is subject to reduction, offset, levy, judgment, collection or withholding, if there is a reduction in the available federal funding, or to satisfy other obligations of the City to

the Commission, the State of Missouri, the United States, or another entity acting pursuant to a lawful court order, which City obligations or liability are created by law, judicial action, or by pledge, contract or other enforceable instrument. Any costs incurred by the City prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.

(14) PERMITS: The City shall secure any necessary approvals or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the contemplated improvements.

(15) TRAFFIC CONTROL: The plans shall provide for handling traffic with signs, signal and marking in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

(16) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project STBG-4900(649) will involve work on the state's right of way, the City will provide reproducible final plans to the Commission relating to such work.

(17) DISADVANTAGED BUSINESS ENTERPRISES (DBEs): At time of processing the required project agreements with the FHWA, the Commission will advise the City of any required goals for participation by DBEs to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(18) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(19) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. All progress payment requests must be submitted for reimbursement within 90 days of the project completion date for the final phase of work. The City shall repay any progress payments which involve ineligible costs.

(20) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the

vendor within two (2) business days of receipt of funds from MoDOT.

(21) OUTDOOR ADVERTISING: The City further agrees that the right of way provided for any STBG improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right of way, and will remove or cause to be removed from such right of way any sign, private installation of any nature, or any privately owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

(22) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(23) AUDIT REQUIREMENTS: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(24) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

(25) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(26) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(27) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(28) COMMISSION REPRESENTATIVE: The Commission's St. Louis District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the

Commission in furtherance of the performance of this Agreement.

(29) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

- (A) To the City:
300 North New Ballas Road
Creve Coeur, Mo 63141
- (B) To the Commission:
1590 Woodlake Drive
Chesterfield, MO 63017

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(30) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

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

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a

subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, disability or national origin, age or ancestry of any individual.

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

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (30) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(31) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the FHWA and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(32) CONFLICT OF INTEREST: The City shall comply with conflict-of-interest

policies identified in 23 CFR 1.33. A conflict of interest occurs when an entity has a financial or personal interest in a federally funded project.

(33) MANDATORY DISCLOSURES: The City shall comply with 2 CFR 200.113 and disclose, in a timely manner, in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this _____ (date).

Executed by the Commission this _____ (date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF CREVE COEUR

Title _____

By _____
Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____
Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

By _____
Title _____

Ordinance No: _____

Exhibit A - Location of Project



Exhibit B – Project Schedule

Project Description: STBG-4900(649) Ladue Road

PROJECT DEVELOPMENT SCHEDULE			
<i>Note: many stages can occur concurrently.</i>			
Activity Description	Start Date (MM/YYYY)	Finish Date (MM/YYYY)	Time Frame (Months)
Receive notification letter	10/2024	10/2024	1
Execute agreement (project sponsor and DOT)	11/2024	01/2025	3
Engineering services contract submitted and approved*			
Obtain environmental clearances (106, CE2, T&E, etc.)	07/2025	11/2025	5
Public meeting/hearing	03/2025	03/2025	1
Develop and submit preliminary plans	05/2025	11/2025	7
Preliminary plans approved	12/2025	01/2026	2
Develop and submit right-of-way plans	01/2026	03/2026	3
Review and approval of right-of-way plans	04/2026	07/2026	4
Submit and receive approval for notice to proceed for right-of-way acquisition (A-Date)*	07/2026	08/2026	2
Right-of-way acquisition	09/2026	12/2026	4
Utility coordination	07/2025	01/2027	18
Develop and submit PS&E	08/2026	12/2026	5
District approval of PS&E/advertise for bids*	12/2026	02/2027	3
Submit and receive bids for review and approval	02/2027	04/2027	3
Project implementation/construction	05/2027	10/2027	5
* Finish date must match fiscal year for each milestone shown in bold text .			

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

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XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**
This provision is applicable to all Federal-aid projects funded
under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

RESOLUTION NO. 1754

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE EXECUTION OF A CONTRACT WITH BRADY CONSTRUCTION INC., FOR THE VENABLE PARK RESTROOM CONVERSION PROJECT FOR THE NOT-TO-EXCEED LUMP SUM AMOUNT OF \$ 97,980.00.

WHEREAS, the City strives to maintain its facilities in a safe, efficient, and attractive state in order to maintain the quality of life expected by the community; and

WHEREAS, the restrooms at Venable Park are in need of ADA and facility improvements, and conversion is recommended to improve the safety, quality, and appearance of the restrooms; and

WHEREAS, the Parks and Recreation Master Plan calls for all of the restrooms in the Creve Coeur parks to be converted to year-round facilities; and

WHEREAS, the Venable Park Restroom Conversion Project proposes to upgrade the existing restrooms and convert them to year-round facilities; and

WHEREAS, the Project has been competitively bid according to the requirements outlined in the City of Creve Coeur Code of Ordinances; and

WHEREAS, Brady Construction Inc., a firm which has a good reputation for successfully completing similar projects in the area, successfully completed recent similar improvements at Conway and Malcolm Terrace Parks and submitted the lowest responsible bid for the project.

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

The City-Contractor Agreement between **Brady Construction Inc.**, and the City, attached hereto as "Exhibit A," with a **not-to-exceed contract lump sum amount of \$97,980.00**, is hereby approved, and the City Administrator is hereby authorized and directed to enter into and execute that Agreement. The Agreement as executed shall be substantially in the form of "Exhibit A," with such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Resolution. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient, or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the Agreement.

ADOPTED THIS 23RD DAY OF SEPTEMBER 2024.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE
CITY CLERK



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: September 16, 2024

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works

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

SUBJECT: Recommendation Regarding Venable Park Restroom Conversion Project Bid Results

One of the top priorities emerging from the 2019 Parks Master Plan was winterizing the existing restrooms to allow for year-round usage. Renovations have previously been completed to Conway and Malcolm Terrace Park restrooms, allowing for year – round usage. The project at hand provides for renovations to the restrooms in Venable Park.

Project Description

The existing park restroom facilities at Venable Park include one women's bathroom, one men's bathroom and a small utility closet between them. These restroom buildings were constructed with cinder block walls and open-air ceilings for seasonal operation. The primary goal for this project is to create restroom facilities at Venable Park that are operational for the entire year.

Public Works staff took steps beginning in the spring of 2021 to consider renovation of the existing structures versus building new. Initially, there were concerns regarding the ability to retrofit the existing structures to meet current code requirements. This along with the initial cost estimates to retrofit, guided staff to consider a new prefabricated structure for replacement of existing facilities.

An extensive review was conducted to choose style and amenities for a new prefabricated restroom facility similar to the existing structures. The quote received in February 2022 was \$294,000 per restroom (not including site improvement cost), which was well beyond the initial retrofit cost estimate for the existing structures. Public Works staff in cooperation with the Building Division, took a closer look at possibly retrofitting the facilities and determined this option would be a better alternative.

The restrooms in Conway and Malcolm Terrace Parks were renovated in 2023 at a cost of \$76,463 for each facility. Neither of these facilities required re-roofing.

The Venable Park facility is similar to the work done in 2023, but two additions are a new metal panel roof and removal of the skylights and enclosure of the ceiling in certain sections to contain the heat more efficiently during winter operations. The Staff estimate for the Venable Park bathroom renovation project is \$105,000, which was included within the overall \$2,200,000 in the CIP FY2025 for Venable Park Phase 1 improvements.

Staff felt that bidding this project prior to the rest of Phase I improvements at Venable Park would yield cost efficiencies, would avoid markup from general contractors that likely would bid on the overall Phase I Park improvement project and would allow construction to be done this year and the bathrooms at Venable Park to be open this winter. Construction is anticipated to be completed by the middle of December.

On August 16, 2024 the Venable Park Restroom Conversion Project was released for public bid. The bid invitation was posted in the Drexel Plan Room, on the Creve Coeur website and invitations to bid were sent to known contractors that would be interested in this type of project. The bid opening occurred on September 10, 2024, and two (2) bids were received. The bids were publicly opened, read aloud and the results were as follows.

Bid Results

<u>Bidder</u>	<u>Price</u>
1. Brady Construction.....	\$ 97,980.00
2. Jackson Building Group Inc.....	\$ 130,990.00

Financing

Funding for this project will come from the Parks and Stormwater Fund, account # 05-61-71-9506. This was a budgeted item in FY2025 and was included within the overall costs for Venable Park Phase I improvements.

Recommendation

Staff recommends that the City Council authorize execution of a contract for the Venable Park Restroom Conversion Project to the lowest responsible bidder, Brady Construction Inc. for the not-to-exceed contract lump sum amount of \$97,980.00.

Attachment: Exhibit A – City Contractor Agreement with Brady Construction



CITY-CONTRACTOR AGREEMENT

This is an Agreement made and entered into the 23rd day of September, 2024, by and between the City of Creve Coeur, Missouri (hereinafter called the "City") and, Brady Construction Inc., with offices at 69 Sun Valley Drive, St. Louis, MO, 63146 (hereinafter called the "Contractor"). The project is identified as **Park Restroom Conversion – Venable Park** (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) Project Specifications and Construction Details
- 5) Non-Collusion Affidavit
- 6) Contractor's Affidavit for Public Construction Projects
- 7) Construction Schedule
- 8) Missouri Annual Wage Order
- 9) All Addenda to the Bid Documents and all Modifications issued after execution of this Contract

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

ARTICLE II
Scope of Work

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

ARTICLE III
Time of Completion

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

The Work to be performed under the Contract shall commence within **fifteen (15) calendar days** of the date of the written Notice to Proceed as issued by the City, and the Work shall be completed **by December 20, 2024**.

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

ARTICLE IV
The Contract Sum and Payments

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

The Contract Sum for this Work shall be Ninety-seven thousand nine hundred eight Dollars and 00 Cents (\$97,980.00). The Contract unit prices and Contract item quantities are listed in Table 1 of this Agreement. These unit prices and item quantities form the basis of the not-to-exceed Contract Sum, as described above and as illustrated in Table 1 of this

Agreement. All payments for the Work shall be based upon the Contract unit costs listed in Table 1.

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

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

ARTICLE V

Performance of the Work

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

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

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

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

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

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

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

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

ARTICLE VI

Delays Beyond Contractor's Control

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

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

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

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

ARTICLE VII

Changes in the Work

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

(b) Any adjustment in the Contract Sum for duly authorized extra work or change in the Work shall be determined based on the Contract unit prices listed in Table 1 of this Agreement, to the extent such unit prices are applicable. To the extent such unit prices are not applicable,

the adjustment in the Contract Sum shall, at the option of the City, be determined by an acceptable fee properly itemized and supported by sufficient substantiating data to permit evaluation, by an acceptable cost-plus-percentage fee, or by an acceptable fixed fee.

ARTICLE VIII

Termination of the City-Contractor Agreement

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

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

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

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

ARTICLE IX

Contractor's Liability Insurance

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

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

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

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

(b) Comprehensive General Liability and Bodily Injury

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

(c) Comprehensive Automobile Liability, Bodily Injury

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

(d) Owner's Protective Bodily Injury

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

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

ARTICLE X
Equal Opportunity and Non-Discrimination

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

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

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

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

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

equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, ancestry, income, limited English proficiency, sex, gender, gender identity, sexual orientation, age, disability, or familial status.

4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department of the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a) Withholding payments to the contractor under the contract until the contractor complies and/or
 - b) Cancellation, termination or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The contractor shall include provisions of paragraphs (1) through (5) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE XI
Conflicts of Interest

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

ARTICLE XII
The Work

The Contractor shall furnish all labor, materials, and equipment necessary to complete all services included in the Work. The scope of work includes demolition of selected building items, which include existing ceiling, exterior doors, roofing and bathroom fixtures of one restroom. The installation of new roof, exterior doors, guttering, ceiling, bath fixtures, heating & ventilation system, ceiling insulation, backflow relocation, and repaint of interior and exterior trim for one restroom in the City of Creve Coeur. This work is more specifically described in the Project Specifications and Construction Plans.

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

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

Itemized Bid Form			
Park Restroom Conversion at Venable Park			
Venable Park, 10630 Country View Dr., Creve Coeur, Missouri			
		Bid Shall be Publicly Opened and Read 11:00 a.m. Tuesday, September 10, 2024	Department of Public Works City of Creve Coeur, Missouri 300 North New Ballas Road Creve Coeur, MO 63141 (314) 872-2533
<u>Brady Construction, Inc.</u> Contractor's Name		<u>10 Sept 2024</u> Date	

TOTAL BID:

97, 980 -

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: _____

BRADY CONSTRUCTION, INC.

By _____
Signature

Printed Name

(SEAL)

Title

Attest: _____

Date: _____



Memorandum

To: City Council

From: Mayor Hoffman, Nominating Committee Chair

Date: 9/13/2024

Re: Recommendations for Appointments to Finance Committee and Planning & Zoning Commission

The Nominating Committee met on Wednesday, September 11, 2024 at 1:00 p.m. and Thursday, September 12, 2024 at 10:00 a.m. and recommend the following appointments:

Finance Committee

- Christopher Floyd – appoint for 3yr. (exp. 6/30/2027)
- Aaron Fields – appoint for 3yr. (exp. 6/30/2027)

Planning & Zoning Commission

- Stephan Tomlinson – appoint for 3yr. (exp. 6/30/2027)



**MINUTES OF A MEETING
OF THE NOMINATING COMMITTEE
WEDNESDAY, SEPTEMBER 11 2024
1:00 P.M.**

A meeting of the Nominating Committee was held on Wednesday September 11, 2024 starting at 1:00 p.m. at the Creve Coeur Government Center, 300 North New Ballas Road, Creve Coeur MO 63141.

Mayor Hoffman called the meeting to hold and discuss candidate interviews for the Planning and Zoning Commission and to make recommendations to Council for appointment pursuant to the requirements of Section 4.4(i) of the Creve Coeur City Charter.

PLANNING AND ZONING COMMISSION

The Nominating Committee consisted of:

Mayor Hoffman
Council President Tim Carney
Planning and Zoning Commission Chair Julie LaBonte

Also present: Director of Community Development Jason Jaggi and City Clerk Kellie Henke

Mayor Hoffman stated the Nominating Committee interviewed the following applicant for membership on the Planning and Zoning Commission on September 11, 2024 beginning at 1:00 p.m.

- Stephan Tomlinson

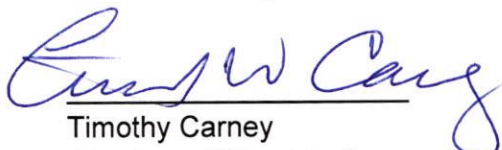
At 1:28 p.m. the Nominating Committee deliberated over the candidate's qualifications and interest in the position.

Council President Carney moved, seconded by Chair Julie LaBonte, to appoint Stephan Tomlinson for a three-year term on the Planning and Zoning Commission which will expire June 30, 2027, with the vote upon such motion being as follows, to-wit:

Mayor Hoffman- Aye
Council President Timothy Carney - Aye
Planning and Zoning Commission Chair Julie Labonte - Aye

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

The Nominating Committee meeting adjourned at 1:40 p.m.


Timothy Carney
City Council President


Dr. Robert Hoffman
Mayor

Attest: 
Kellie Henke, City Clerk



**MINUTES OF A MEETING
OF THE NOMINATING COMMITTEE
THURSDAY, SEPTEMBER 12, 2024
10:00 A.M.**

A meeting of the Nominating Committee was held on Thursday, September 12, 2024 starting at 10:00 a.m. at the Creve Coeur Government Center, 300 North New Ballas Road, Creve Coeur MO 63141.

Mayor Hoffman called the meeting to hold and discuss candidate interviews for the Finance Committee and to make recommendations to Council for appointment pursuant to the requirements of Section 4.4(i) of the Creve Coeur City Charter.

FINANCE COMMITTEE

The Nominating Committee consisted of:

Mayor Hoffman
Council President Tim Carney
Finance Committee Chair, Betty Kagan

Also present: Finance Manager Tracy Brothers and City Clerk Kellie Henke

Mayor Hoffman stated the Nominating Committee interviewed the following applicant to fill a vacancy on the Finance Committee on September 12, 2024 beginning at 10:00 a.m.

- Christopher Floyd

Mayor Hoffman stated the Nominating Committee interviewed the following applicant to fill a vacancy on the Finance Committee on September 12, 2024 beginning at 10:30 a.m.

- Aaron Fields

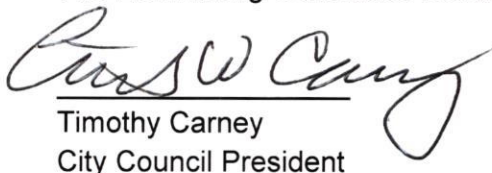
At 10:56 a.m. the Nominating Committee deliberated over the candidate's qualifications and interest in the position.

Council President Carney moved, seconded by Finance Committee Chair, to appoint Aaron Fields and Christopher Floyd for a three-year term on the Finance Committee which will expire June 30, 2027, with the vote upon such motion being as follows, to-wit:

Mayor Hoffman- Aye
Council President Tim Carney- Aye
Finance Committee Chair Betty Kagan- Aye

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

The Nominating Committee meeting adjourned at 10:56 p.m.


Timothy Carney
City Council President


Dr. Robert Hoffman
Mayor



MINUTES OF A MEETING
OF THE NOMINATING COMMITTEE
THURSDAY, SEPTEMBER 12, 2024
10:00 A.M.

Attest:

A handwritten signature in black ink, appearing to read "Kellie Henke", written over a horizontal line.

Kellie Henke
City Clerk