



**REGULAR MEETING
AGENDA
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
OCTOBER 28, 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/88020494749>

phone: 1 312 626 6799

Webinar ID: 880 2049 4749

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

In observance of Veterans Day, the next regular meeting of the City Council Meeting will be held on Tuesday, November 12, 2024, at 7:00 p.m.

CONSENT AGENDA

1. Approval of October 14, 2024, City Council Regular Meeting Minutes

BILLS PAYABLE REPORT

For Information Only: Invoices Paid Listing 10/10/24 to 10/23/24

UNFINISHED BUSINESS



**REGULAR MEETING
AGENDA
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
OCTOBER 28, 2024
7:00 PM**

- 2. Bill No. 6139 - An Ordinance of the City of Creve Coeur, approving a contract entered by and between Saint Louis County Board of Police Commissioners, for and on behalf of Saint Louis County and the Saint Louis County and Municipal Police Academy Board of Managers, and the City of Creve Coeur, for the services of a Creve Coeur Police Officer as an instructor. Final Reading and Passage.**

Summary: For the current fiscal year, the Police Department has a 50th full-time commissioned position that is designated as a detached developmental position (full-time instructor at the St. Louis County and Municipal Police Academy). This position provides a valuable developmental opportunity and is part of the vision to improve employee retention. Additionally, this assignment enhances the City's partnership with other law enforcement agencies in the region. The request is to renew the arrangement.

- 3. Bill No. 6140 - An Ordinance for the holding of a General Election in the City of Creve Coeur, Missouri, on the 8th day of April 2025, for the election of one Council Member from each of the four wards, each for a full two-year term, and for the conduct of said election by the Board of Elections of St. Louis County, Missouri, and for other matters relating and pertaining to such election. Final Reading and Passage.**

Summary: Ordinance setting the 2025 City Council Election and prescribing the forms regarding nominations.

NEW BUSINESS

- 4. Bill No. 6141 - An Ordinance authorizing the issuance of a new Conditional Use Permit for the operation of a civic and social organization on the property addressed as 12481 Ladue Road, for the St. Louis Lodge No. 9 Benevolent and Protective Order of the Elks and approving a Site Development Plan for a 1,947 square foot addition to the existing building. First Reading.**

Summary: George M. Stock, of Stock and Associates Consulting Engineers, Inc., on behalf of Tom Commings of St. Louis Lodge No. 9 Benevolent and Protective Order of Elks, at 12481 Ladue Road, Creve Coeur, MO 63141, has submitted an application for a new conditional use permit to allow for an approximately 1,947 sq. ft. building addition and additional onsite parking spaces in the "A" Single Family Residential zoning district. Civic and Social



**REGULAR MEETING
AGENDA
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
OCTOBER 28, 2024
7:00 PM**

Organizations (NAICS 813410) in residentially zoned districts are permitted as conditional uses with review and final approval by the City Council upon the recommendation of the Planning and Zoning Commission. On September 16, 2024 the Planning and Zoning Commission held a public hearing on this item and the item was continued until the October 21, 2024 meeting in order to address concerns raised by the neighbors and to address Staff comments. Revised plans were submitted and the Commission recommended approval at the October 21 meeting.

5. Bill No. 6142- An Ordinance authorizing the issuance of a Conditional Use Permit for a 7,100 square-foot diagnostic imaging center, for Tele-Gram, located at 227 North Lindbergh Boulevard, and including an Emergency Clause. First and Second Reading.

Summary: Alan Singer, of Tele-Gram, LLC, has submitted an application for a new conditional use permit to allow for a women's healthcare clinic specializing in breast health at 227 N. Lindbergh Boulevard. No exterior changes are proposed and the hours of operation will be from 8:00 AM to 5:00 PM Monday-Friday. The property is in the "GC" General Commercial zoning district. This use is classified as Diagnostic Imaging Centers (NAICS 621512) which is a conditional use that requires review and final approval by the City Council upon the recommendation of the Planning and Zoning Commission. The Commission recommended approval at its October 21, 2024 meeting. An emergency clause has been added at the request of the applicant due to deadlines in their purchase agreement.

6. Bill No. 6143- An Ordinance Authorizing the issuance of a new Conditional Use Permit for a 960 square-foot snack and non-alcoholic beverage bar, for Teasday, located at 12812 Olive Boulevard, within the Bellerive Plaza Complex. First Reading.

Summary: Pan Gao has submitted an application for a new conditional use permit to allow for a bubble tea location, Teasday, at 12812 Olive Boulevard within Bellerive Plaza. No exterior changes are proposed and the hours of operation will be from 10:00 AM to 9:00 PM 7 days a week. The previous use at this location was an Edward Jones and it did not require a conditional use permit. The property is in the "GC" General Commercial zoning district. This use is classified as a Snack and Non-Alcoholic Beverage Bar (NAICS 722515) which is a conditional use that requires review and final approval by the City Council upon the recommendation of the Planning and Zoning Commission. The Commission



**REGULAR MEETING
AGENDA
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
OCTOBER 28, 2024
7:00 PM**

recommended approval at its October 21, 2024 meeting.

7. Bill No. 6144- An Ordinance amending Section 405.210, Table A: Permitted and Conditional Uses of the Zoning Code of the City of Creve Coeur, Missouri to allow NAICS 621999 as a conditional use in the "PO"- Planned Office Zoning Districts. First Reading.

Summary: David F. Neiers, of Sandberg, Phoenix, & von Gontard PC, on behalf of Syed Junaid MD, has submitted a zoning ordinance text amendment application to amend Section 405.210 Table "A" to allow 621999 All Other Miscellaneous Ambulatory Health Care Services as a Conditional Use in the "PO"-Planned Office Zoning District. This use is allowed as a Conditional Use in the "GC" and "CB" districts, and a Permitted Use in the "PH zoning district. The applicant plans to seek approval of a Conditional Use permit for their clinical trials business to be located at 777 Craig Road after text amendment approval has been granted by the Planning and Zoning Commission and City Council. Text amendments require review and final approval by the City Council after two readings upon the recommendation of the Planning and Zoning Commission. The Commission recommended approval at its October 21, 2024 meeting.

8. Bill No. 6145- An Ordinance Amending Sections 405.460B and 355.150 of the City Zoning Code regarding parking as an accessory use. First Reading.

Summary: Jason Jaggi, Director of Community Development, of the City of Creve Coeur has submitted a text amendment application to consolidate into one section and remove duplicative and conflicting requirements for accessory parking of commercial vehicles as found in Sections 405.460.B and 355.150 of the City's code of ordinances. The regulations require commercial vehicles or major recreational equipment that are parked or stored overnight to be located in a garage, carport, or rear yard that is screened from view. Text amendments require review and final approval by the City Council after two readings upon the recommendation of the Planning and Zoning Commission. The Commission recommended approval at its October 21, 2024 meeting.

9. Bill No. 6146- An Ordinance Amending Sections 240.030 and 240.040 of the Creve Coeur Code of Ordinances Pertaining to Recreation Fees. First Reading.

Summary: The Recreation Department conducts periodic reviews of recreation



**REGULAR MEETING
AGENDA
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
OCTOBER 28, 2024
7:00 PM**

programs, facility fees and charges. The Parks and Historic Preservation Committee are recommending approval of the changes as proposed in the draft ordinance.

10. Bill No. 6147- An Ordinance Amending Section 240.090 Bicycles and Scooters and Repealing Section 370.15D Bicycles, Electric Bicycles, Motorized Scooters, and Motorized Bicycles on Sidewalks and Paths. First Reading.

Summary: The proposed amendment will permit the use of bicycles and scooters within Conway Park, which is consistent with allowable uses in other city parks. Conway Park was the first park in Creve Coeur with a walking path, and allowing bicycles and pedestrians on the same path was a safety concern when the ordinance was adopted in the 1980s. The path was expanded and re-paved in 2022 to a width of eight feet and there is no longer a reason to treat Conway Park differently than other city parks. The Parks and Historic Preservation Committee is recommending approval of the changes as proposed in the draft ordinance.

11. Resolution No. 1756 - A Resolution authorizing the execution of an agreement with OneAmerica to Provide Group Life, Accidental Death and Dismemberment, and Long-Term Disability Insurances for City employees beginning January 1, 2025 and ending December 31, 2026.

Summary: The City's current contract with OneAmerica for City-paid life, accidental death & dismemberment and long-term disability and other voluntary insurances ends December 31, 2024. CBIZ, the City's insurance broker, successfully secured a 24-month hold of current rates. Staff is recommending the City re-enter into another 24-month contract with OneAmerica for these insurances at no additional cost to the City.

12. Resolution No. 1757 - A Resolution authorizing the execution of an agreement between the City of Creve Coeur and The Standard for the City's dental insurance plan beginning January 1, 2025 and ending December 31, 2026.

Summary: The City's current dental insurance contract with Equitable expires on December 31, 2024. Equitable presented a 62.7% increase from current rates. The lowest and best proposal was presented by The Standard, representing a 13.7% increase from current rates. Staff is recommending entering into a 24-



**REGULAR MEETING
AGENDA
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
OCTOBER 28, 2024
7:00 PM**

month contract with The Standard for dental insurance.

13. Resolution No. 1758 - A Resolution of the City Council of the City of Creve Coeur, Missouri, authorizing the execution of a contract with Strategic Government Resources (SGR) for Strategic Planning Services for the not-to-exceed amount of \$32,463.10.

Summary: The City has developed a strategic plan on a triennial basis to establish consensus on key goals and objectives. The strategic plan provides the City Council with the opportunity to set its short and mid-term objectives, with the assistance of a professional facilitator who is knowledgeable about local government. The staff solicited proposals for a consultant to lead us through the process and create a three – year strategic plan for 2025-2028. Following review of the responding consultants, the review panel is recommending Strategic Government Resources (SGR) for the project. SGR has substantial experience in municipal consulting and strategic planning.

14. Resolution No.1759- A Resolution of the City Council of the City of Creve Coeur, Missouri Authorizing Execution of a Master Services Agreement with HR Green to Provide Traffic and Transportation Engineering Services on an As-Needed Basis.

Summary: The approval of this Master Services Agreement will allow the city to utilize HR Green for traffic and transportation engineering services for development proposals on an as-needed basis.

BUSINESS FROM MAYOR AND CITY COUNCIL

15. Council Liaison Reports

BUSINESS FROM CITY ADMINISTRATOR

16. Concert Series Review

Summary: Staff will be reviewing the 2024 season and looking for feedback and direction for the 2025 series.

17. Ice Rink R-22 Project Update

Summary: Staff will provide an update on the ice arena refrigeration conversion project, which is nearing completion.

18. 1st Quarter Financial Report as of September 30, 2024



**REGULAR MEETING
AGENDA
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
OCTOBER 28, 2024
7:00 PM**

Summary: FY 2025 1st Quarter Financial Report Ending September 30, 2024, including the Investment Report.

ADJOURNMENT

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

Posted by: _____

Date/Time posted: _____

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



**REGULAR MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
OCTOBER 14, 2024
7:00 PM**

CALL TO ORDER

A regular meeting of the City Council of the City of Creve Coeur was called to order by Mayor Robert Hoffman at the City Council Chamber, 300 North New Ballas Rd, City of Creve Coeur Government Center, Creve Coeur, MO 63141 on Monday, October 14, 2024, at 7:04 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 Scott Saunders

Council Member, Ward 4 Joseph Martinich was absent.

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

COMMENTS FROM THE GENERAL PUBLIC

No one requested to speak.

ACCEPTANCE OF THE AGENDA

RESULT: APPROVED (UNANIMOUS)

MOVER: Council Member Ward 4 Saunders

SECONDER: Council Member Ward 2 Carney

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

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



**REGULAR MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
OCTOBER 14, 2024
7:00 PM**

ANNOUNCEMENTS

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

CONSENT AGENDA

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

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

- 1. Approval of September 23, 2024, City Council Regular Meeting Minutes**

BILLS PAYABLE REPORT

For Information Only: Invoices Paid Listing from 9/19/24 to 10/9/24

UNFINISHED BUSINESS

- 2. Bill No. 6137 - An Ordinance approving a final subdivision plat for a subdivision known as BaCon Estates, City of Creve Coeur, St. Louis County, Missouri. Final Reading and Passage.**

City Clerk read Bill No. 6137 for the final time.

Council Member Manlin recused himself from the discussion and vote.

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



**REGULAR MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
OCTOBER 14, 2024
7:00 PM**

The vote on the motion being 6 ayes and 0 nays, motion carried. Bill No. 6137 becomes Ordinance No. 5910.

Council Member Manlin returned to the dais.

- 3. 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. Final Reading and Passage.**

City Clerk read Bill No. 6138 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, Saunders

The vote on the motion being 7 ayes and 0 nays, motion carried. Bill No. 6138 becomes Ordinance No. 5911.

NEW BUSINESS

- 4. Bill No. 6139 - An Ordinance of the City of Creve Coeur, approving a contract entered by and between Saint Louis County Board of Police Commissioners, for and on behalf of Saint Louis County and the Saint Louis County and Municipal Police Academy Board of Managers, and the City of Creve Coeur, for the services of a Creve Coeur Police Officer as an instructor. First Reading.**

City Clerk read Bill No. 6139 for the first time.

Chief of Police Jeffrey Hartman gave an overview of the agreement, noting that Officer Zuckerman is currently serving as a full-time instructor at the St. Louis County and Municipal Police Academy. The proposed contract extension through 2025 would allow him to continue in this role.



**REGULAR MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
OCTOBER 14, 2024
7:00 PM**

- 5. Bill No. 6140 - An Ordinance for the holding of a General Election in the City of Creve Coeur, Missouri, on the 8th day of April 2025, for the election of one Council Member from each of the four wards, each for a full two-year term, and for the conduct of said election by the Board of Elections of St. Louis County, Missouri, and for other matters relating and pertaining to such election. First Reading.**

City Clerk read Bill No. 6140 for the first time.

- 6. Res. No. 1755 - A Resolution of the City Council of the City of Creve Coeur, Missouri, to establish and adopt a Restoration Policy for Creve Coeur City-funded Stormwater Program Projects.**

City Clerk read Resolution No. 1755.

Civil Engineer Dione Garson provided an overview of the proposed restoration policy, thanking the Stormwater Committee for their input. The policy ensures equitable project management, offering homeowners a sense of fairness and clarity on restoration activities before signing easements. It is divided into three levels based on the project's impact on homeowners, with specific restoration activities outlined for each. The policy would be used in the easement acquisition process, adding to existing documentation to help homeowners make informed decisions. Ms. Garson explained that the policy is intended for long-term use but could be updated based on project experiences, with any changes needing Council approval. While staff would adhere to the policy, deviations could happen, requiring approval, but they would not establish a precedent for future projects.

Council Member Saunders asked whether the City has policies for other types of easements. Ms. Garson responded that, while there is no formal policy, consistent construction standards are followed for each project. City Administrator Mark Perkins added that stormwater projects tend to lead to greater disruption and may have less obvious benefits, highlighting the need for a structured policy.

Council Member Carney confirmed that, if a driveway replacement is necessary for a project, it would be restored to its pre-existing condition (i.e., asphalt v concrete).

RESULT: APPROVED (UNANIMOUS)

MOVER: Council Member Ward 4 Saunders

SECONDER: Council Member Ward 1 Spence

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



**REGULAR MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
OCTOBER 14, 2024
7:00 PM**

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

APPOINTMENTS

7. Economic Development Committee

To approve the appointments as recommended by the Nominating Committee:

- Robert Huekler - appoint to fill an unexpired term (exp. 6/30/2026)

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

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

8. Nominating Committee for Citizen of the Year

Council Member Carney made a motion, seconded by Council Member Saunders, to recommend the appointment of Council Member Hoffman to the Nominating Committee.

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

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

BUSINESS FROM MAYOR AND CITY COUNCIL

9. Council Liaison Reports

No Council Liaison Reports.

BUSINESS FROM CITY ADMINISTRATOR



**REGULAR MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
OCTOBER 14, 2024
7:00 PM**

10. Electric Vehicle Subcommittee Recommendations

Civil Engineer Dione Garson presented the Electric Vehicle Subcommittee's recommendations for postponing the transition to electric vehicles (EV) from internal combustion engine (ICE) vehicles. She noted that a financial assessment conducted by Subcommittee Member Ellen Lawrence found that EVs currently have higher costs. Considering the higher costs and potential for technological advancements, the Subcommittee recommends focusing on hybrid vehicles for the time being. They suggest reevaluating EV's in the future and factoring emissions reductions into the vehicle selection process. Ms. Garson also mentioned that the Police Department suggests delaying the transition to EV's until further advancements and case studies are available. Ms. Garson stated that a purchasing plan, that considers the number of EV's required and their potential costs, should be developed before applying for grant opportunities.

Council Member Spence suggested looking into solar-powered EV charging stations and thanked Ms. Lawrence for her financial analysis.

Ellen Lawrence, a member of the Electric Vehicle Subcommittee and resident of 501 North Mosley Road, noted that EV batteries are expected to improve in terms of longer distances between charges and faster charging times. She recommended waiting for further advancements to ensure that the city benefits both financially and environmentally.

Mayor Hoffman thanked subcommittee member Saranya Konala for her comparisons of EV costs and emissions reductions.

11. Neighborhood Improvement District (NID) Policy

Director of Finance Lori Obermoeller presented an overview of the proposed Neighborhood Improvement District (NID) policy and its benefits. She explained that the policy was initiated by a request from Mary Meadows Lane to use a NID for street repairs. The policy outlines the process for managing NID projects, defines the City's role, and provides financing options through either bonds or financial agreements. A Financial Agreement would allow the City to fund smaller projects using City funds instead of bonds. Ms. Obermoeller stated that the Finance Committee would review the draft policy before it is submitted to the City Council for final review and approval.

Council Member Manlin confirmed that funds are collected via a special assessment on property taxes.



**REGULAR MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
OCTOBER 14, 2024
7:00 PM**

Mayor Hoffman confirmed that the street repairs in the subdivision must comply with current road standards.

Director of Public Works Jim Heines stated that the improvements would likely be included in next year's annual pavement programs.

Council Member Spence confirmed that eligible projects must include a public facility.

12. Illuminated Street Signs on Ladue Road

Assistant Director of Public Works and City Engineer Steven Berecz provided a brief overview of the Ladue Road Improvement Project and discussed the staff's recommendation to install two-way illuminated street signs at the intersections of Spoede (in all four directions), Graeser, and Mosley. He noted that the additional cost would be approximately \$40,000.

City Administrator Mark Perkins confirmed that the project would include black powder-coated mast arms and stated that the City aims to continue using illuminated street signs, which are included in signal replacement projects.

Council Member Spence requested that restriping be considered at the Spoede and Ladue intersection.

ADJOURNMENT

Mayor Hoffman requested to go into executive session for Attorney Client Communication and Contract Negotiation and noted that the City Council would return after the executive session only to adjourn the regular meeting.

RESULT: APPROVED (UNANIMOUS)

MOVER: Council Member Ward 4 Saunders

SECONDER: Council Member Ward 2 Carney

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

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

The meeting adjourned to the executive session at 7:35 p.m.



**REGULAR MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
OCTOBER 14, 2024
7:00 PM**

The City Council returned to the regular meeting from executive session at 7:50 p.m. to adjourn the regular meeting.

RESULT: APPROVED (UNANIMOUS)

MOVER: Council Member Ward 1 Manlin

SECONDER: Council Member Ward 3 Hoffman

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

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

The meeting was adjourned at 7:51 p.m.

Submitted by:

Kellie Henke
City Clerk

Dr. Robert Hoffman
Mayor



MEMORANDUM

DATE: October 23, 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 October 10, 2024 to October 23, 2024 in the amount of \$1,017,370.70.



Creve Coeur, MO

Council Report of Invoices Paid Listing

By Fund

Payment Dates 10/10/2024 - 10/23/2024

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
Fund: 01 - GENERAL FUND						
PAYROLL MS CONTRIBUTIONS	INV0002227	10/11/2024	ICMA ROTH IRA %	01-2319	DFT0009609	196.02
FAMILY SUPPORT DIVISION	INV0002228	10/11/2024	CHILD SUPPORT	01-2113	DFT0009610	840.93
CHILD SUPPORT OFFICE						
PAYROLL MS CONTRIBUTIONS	INV0002229	10/11/2024	ER PENSION 10%	01-2312	DFT0009611	833.70
PAYROLL MS CONTRIBUTIONS	INV0002229	10/11/2024	ICMA ROTH 457 \$	01-2318	DFT0009611	1,727.31
PAYROLL MS CONTRIBUTIONS	INV0002229	10/11/2024	ICMA ROTH 457 %	01-2318	DFT0009611	4,149.23
PAYROLL MS CONTRIBUTIONS	INV0002229	10/11/2024	MS ROTH IRA CATCHUP\$	01-2318	DFT0009611	40.00
PAYROLL MS CONTRIBUTIONS	INV0002229	10/11/2024	ICMA ROTH IRA \$	01-2319	DFT0009611	477.70
PAYROLL MS CONTRIBUTIONS	INV0002229	10/11/2024	ICMA 457 \$	01-2322	DFT0009611	8,102.94
PAYROLL MS CONTRIBUTIONS	INV0002229	10/11/2024	ICMA 457 %	01-2322	DFT0009611	1,950.26
PAYROLL MS CONTRIBUTIONS	INV0002229	10/11/2024	ICMA 457 \$	01-2322	DFT0009611	692.33
PAYROLL MS CONTRIBUTIONS	INV0002229	10/11/2024	ICMA LOAN PAYMENT	01-2324	DFT0009611	636.50
MOST MISSOURIS 529 SAVINGS PLAN	INV0002230	10/11/2024	MOST 529 COLLEGE SAVINGS...	01-2323	DFT0009612	785.00
VOYA	INV0002231	10/11/2024	VOYA 457 %	01-2321	DFT0009613	1,615.76
VOYA	INV0002231	10/11/2024	VOYA 457 %	01-2321	DFT0009613	112.49
VOYA	INV0002231	10/11/2024	VOYA 457\$	01-2321	DFT0009613	290.00
DEPARTMENT OF TREASURY	INV0002232	10/11/2024	SOCIAL SECURITY	01-2102	DFT0009614	41,958.00
DEPARTMENT OF TREASURY	INV0002232	10/11/2024	MEDICARE	01-2103	DFT0009614	10,062.44
DEPARTMENT OF TREASURY	INV0002232	10/11/2024	FEDERAL WITHHOLDING	01-2104	DFT0009614	33,029.36
PAYROLL MISSOURI	INV0002233	10/11/2024	STATE WITHHOLDING	01-2105	DFT0009615	12,506.00
WITHHOLDING TAXES						
LAGERS	9103 SEP 2024 CORR	10/14/2024	9103 SEP 2024 CORR	01-2317	DFT0009636	-0.09
ST LOUIS COUNTY CIRCUIT CLERK	INV0002226	10/17/2024	GARNISHMENT	01-2111	68022	161.93
WASHINGTON NATIONAL INS CO	P2469891	10/17/2024	WG00006955, 02413 OCT 24...	01-2215	1335	428.70
						120,596.51
						120,596.51
Department: 11 - LEGISLATIVE SERVICES						
Division: 13 - CITY CLERK						
ANDERSON TECHNOLOGIES I LP	27110	10/17/2024	LOCAL RECORDS IMAGING G...	01-11-13-6203	1315	7,453.72
						7,453.72
						Division 13 - CITY CLERK Total: 7,453.72
						Department 11 - LEGISLATIVE SERVICES Total: 7,453.72

Council Report of Invoices Paid Listing

Payment Dates: 10/10/2024 - 10/23/2024

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	184159-184165	10/17/2024	MUNICIPAL PROSECUTION N...	01-12-10-6201	1318	140.00
CURTIS HEINZ GARRETT AND OKEEFE PC	184159-184165	10/17/2024	OLIA TDD	01-12-10-6201	1318	620.00
CURTIS HEINZ GARRETT AND OKEEFE PC	184159-184165	10/17/2024	DAVID NAFAR BOA SUIT	01-12-10-6201	1318	360.00
CURTIS HEINZ GARRETT AND OKEEFE PC	184159-184165	10/17/2024	MUNICIPAL PROSECUTION R...	01-12-10-6201	1318	2,500.00
CURTIS HEINZ GARRETT AND OKEEFE PC	184159-184165	10/17/2024	CITY ATTORNEY NON-RETAIN...	01-12-10-6201	1318	3,505.77
CURTIS HEINZ GARRETT AND OKEEFE PC	184159-184165	10/17/2024	CITY ATTORNEY RETAINER M...	01-12-10-6201	1318	5,000.00
CURTIS HEINZ GARRETT AND OKEEFE PC	184159-184165	10/17/2024	PROSECUTING ATTORNEY AS...	01-12-10-6201	1318	1,519.00
Division 10 - LEGAL Total:						13,644.77
Division: 11 - ADMINISTRATIVE						
M.C.I. PRINTING INC	65150	10/17/2024	OCTOBER 2024 NEWSLETTER...	01-12-11-6203	1325	1,700.00
MERCY CORPORATE HEALTH	731228	10/17/2024	PRE-EMPLOYMENT SCREENI...	01-12-11-6271	68033	110.50
MERCY CORPORATE HEALTH	731798	10/17/2024	PRE-EMPLOYMENT SCREENI...	01-12-11-6271	68033	55.25
MERCY CORPORATE HEALTH	732336	10/17/2024	PRE-EMPLOYMENT SCREENI...	01-12-11-6271	68033	110.50
MERCY CORPORATE HEALTH	733260	10/17/2024	PRE-EMPLOYMENT SCREENI...	01-12-11-6271	68033	55.25
PAYLOCITY CORPORATION	INV2288843	10/17/2024	COBRA ADMINISTRATION	01-12-11-6203	68037	13.00
PAYLOCITY CORPORATION	INV2350321	10/17/2024	COBRA ADMINISTRATION	01-12-11-6203	68037	3.95
Division 11 - ADMINISTRATIVE Total:						2,048.45
Division: 14 - MUNICIPAL COURT						
RICOH USA INC	108621236	10/17/2024	COURT COPIER LEASE 9/18/2...	01-12-14-6213	68040	192.63
INTERNATIONAL LANGUAGE SCHOOL	753830	10/17/2024	INTERPRETING SERVICES FOR...	01-12-14-6201	1323	88.00
STEVEN E SOKOLIK	SEP 24 COLLINS	10/17/2024	LEGAL SERVICES AS COURT A...	01-12-14-6201	68043	220.83
STEVEN E SOKOLIK	SEP 24 HARRIS	10/17/2024	LEGAL SERVICES AS COURT A...	01-12-14-6201	68043	72.92
STEVEN E SOKOLIK	SEP 24 LOCKHART	10/17/2024	LEGAL SERVICES AS COURT A...	01-12-14-6201	68043	41.66
Division 14 - MUNICIPAL COURT Total:						616.04
Department 12 - ADMINISTRATION Total:						16,309.26
Department: 13 - FINANCE						
Division: 11 - ADMINISTRATIVE						
PAYROLL MISSOURI	INV0002233	10/11/2024	STATE WITHHOLDING	01-13-11-6202	DFT0009615	0.50
WITHHOLDING TAXES						
SIKICH LLP	70521	10/17/2024	AUDIT FOR YEAR ENDING 7/...	01-13-11-6209	1329	20,100.00
Division 11 - ADMINISTRATIVE Total:						20,100.50
Division: 15 - INTERDEPARTMENTAL						
H&H HEALTH ASSOCIATES INC	18775	10/17/2024	WELLNESS SERVICE FEES 9/1...	01-13-15-6272	1320	150.00

Council Report of Invoices Paid Listing

Payment Dates: 10/10/2024 - 10/23/2024

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
ODP BUSINESS SOLUTIONS LLC	387532165001	10/17/2024	CALENDARS	01-13-15-7312	68035	144.32
ODP BUSINESS SOLUTIONS LLC	389069833002	10/17/2024	PENS	01-13-15-7312	68035	4.49
ODP BUSINESS SOLUTIONS LLC	389721827001	10/17/2024	TONER, LABELS, BADGE LABE...	01-13-15-7312	68035	402.21
ST LOUIS AREA INSURANCE TRUST	SLA220256	10/17/2024	8/3/22 MERON WORKINEH S...	01-13-15-6220	68042	500.00
ST LOUIS AREA INSURANCE TRUST	SLA240123	10/17/2024	4/15/24 DIANA KORITZ SLA2...	01-13-15-6220	68042	1,107.00
ST LOUIS AREA INSURANCE TRUST	SLA240200	10/17/2024	5/6/24 WILL PFITZINGER SLA...	01-13-15-6220	68042	500.00
AT&T	314983-27050760-10/07/24	10/23/2024	MONITOR LINE ICE ARENA 10...	01-13-15-6253	68046	148.84
ODP BUSINESS SOLUTIONS LLC	388783584001	10/23/2024	BATTERIES AND CALENDARS	01-13-15-7312	68052	88.30
ODP BUSINESS SOLUTIONS LLC	388951234001	10/23/2024	CALENDAR	01-13-15-7312	68052	26.68
ODP BUSINESS SOLUTIONS LLC	389002720001	10/23/2024	PAPER CLIP HOLDER	01-13-15-7312	68052	8.01
ODP BUSINESS SOLUTIONS LLC	389060301001	10/23/2024	CALENDARS AND PLANNER	01-13-15-7312	68052	99.34
ODP BUSINESS SOLUTIONS LLC	389391068001	10/23/2024	SCISSORS	01-13-15-7312	68052	12.76
ODP BUSINESS SOLUTIONS LLC	390981186001	10/23/2024	CALENDARS	01-13-15-7312	68052	27.02
ODP BUSINESS SOLUTIONS LLC	390981186002	10/23/2024	CALENDAR	01-13-15-7312	68052	10.39
ODP BUSINESS SOLUTIONS LLC	390983362001	10/23/2024	JOURNAL	01-13-15-7312	68052	26.49
ODP BUSINESS SOLUTIONS LLC	392047241001	10/23/2024	PLANNER AND CALENDAR	01-13-15-7312	68052	29.58
ODP BUSINESS SOLUTIONS LLC	392049362001	10/23/2024	PLANNER	01-13-15-7312	68052	23.99
Division 15 - INTERDEPARTMENTAL Total:						3,309.42
Division: 51 - MIS OPERATIONS						
DELL MARKETING LP	10776361368	10/17/2024	DELL OPTIPLEX 7020 DESKTOP	01-13-51-7331	1319	1,641.14
DELL MARKETING LP	10777280429	10/17/2024	RUGGED LAPTOP KEYBOARDS	01-13-51-6213	1319	171.98
Division 51 - MIS OPERATIONS Total:						1,813.12
Department 13 - FINANCE Total:						25,223.04
Department: 16 - MUNICIPAL FACILITIES MAINTENANCE						
Division: 11 - ADMINISTRATIVE						
UNIFIRST CORPORATION	1880144717	10/17/2024	MAINTENANCE UNIFORMS ...	01-16-11-7308	1333	8.25
LOCAL CLEANERS LLC	000336	10/23/2024	CITY HALL COMMERCIAL CLE...	01-16-11-6212	1349	3,000.00
UNIFIRST CORPORATION	1880145922	10/23/2024	MAINTENANCE UNIFORMS ...	01-16-11-7308	1355	8.19

Council Report of Invoices Paid Listing

Payment Dates: 10/10/2024 - 10/23/2024

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
ST LOUIS METRO ELECTRIC SUPPLY INC	S96674-00	10/23/2024	OUTSIDE LIGHTING AT GOVE...	01-16-11-6212	1354	1,817.00
Division 11 - ADMINISTRATIVE Total:						4,833.44
Department 16 - MUNICIPAL FACILITIES MAINTENANCE Total:						4,833.44
Department: 21 - POLICE						
Division: 11 - ADMINISTRATIVE						
UNIFIRST CORPORATION	1880144717	10/17/2024	MAINTENANCE UNIFORMS ...	01-21-11-7308	1333	8.24
UNIFIRST CORPORATION	1880145922	10/23/2024	MAINTENANCE UNIFORMS ...	01-21-11-7308	1355	8.19
ENERGY PETROLEUM CO	439155	10/23/2024	PD ADMINISTRATION	01-21-11-7307	1344	282.33
Division 11 - ADMINISTRATIVE Total:						298.76
Division: 21 - INVESTIGATION						
VALVOLINE LLC	244201	10/17/2024	OIL CHANGE FOR CAR 2426	01-21-21-6210	68045	40.98
ENERGY PETROLEUM CO	439155	10/23/2024	PD INVESTIGATION	01-21-21-7307	1344	335.11
Division 21 - INVESTIGATION Total:						376.09
Division: 22 - PATROL						
LAGERS	9103 SEP 2024 CORR	10/14/2024	9103 SEP 2024 CORR	01-21-22-5241	DFT0009636	0.18
VALVOLINE LLC	244060	10/17/2024	OIL CHANGE FOR CAR 2427	01-21-22-6210	68045	40.98
MISSOURI VOCATIONAL ENTERPRISES	691142RI	10/17/2024	LICENSE PLATES FOR CAR 24...	01-21-22-6202	68034	46.00
ENERGY PETROLEUM CO	439155	10/23/2024	PD PATROL	01-21-22-7307	1344	5,211.96
Division 22 - PATROL Total:						5,299.12
Department 21 - POLICE Total:						5,973.97
Department: 31 - PUBLIC WORKS						
Division: 41 - STREET MAINTENANCE						
JOHNNY ON THE SPOT 347	0347-000267845	10/17/2024	PORTA JOHNS SEPTEMBER 2...	01-31-41-6266	68027	336.76
HUMAN RESOURCE STAFFING	1001079427	10/17/2024	PW TEMPORARY EMPLOYEE...	01-31-41-6207	1321	2,007.72
UNIFIRST CORPORATION	1880144723	10/17/2024	PW UNIFORMS WEEK OF 10-...	01-31-41-7308	1333	68.01
NELSON COUNTY LAND MAINTENANCE LLC	21457	10/17/2024	2023-2024 ROW, GROUNDS, ...	01-31-41-6212	1327	15,573.75
NELSON COUNTY LAND MAINTENANCE LLC	21457	10/17/2024	IRRIGATION SERVICES	01-31-41-6212	1327	2,188.51
KURT SCHAMEL	235668	10/17/2024	BACKFLOW TESTING	01-31-41-6212	68029	1,040.00
MCCOY CONSTRUCTION AND FORESTRY INC	2423677	10/17/2024	LOADER FILTERS	01-31-41-6211	68032	225.40
IDEAL LANDSCAPE CONSTRUCTION INC	29812	10/17/2024	IRRIGATION REPAIRS	01-31-41-6212	1322	754.05
PATTONVILLE SCHOOL DISTRICT	4854	10/17/2024	EAB DOOR HANGERS	01-31-41-6212	68036	30.00
TIM SANSONE	9608	10/17/2024	EAB REMOVAL AT 12483 ME...	01-31-41-6212	1330	2,600.00
ST LOUIS COUNTY TREASURER	002929-12-24	10/23/2024	AUTO LIFT/AIR COMPRESSOR...	01-31-41-6202	68055	60.00
MIDWESTERN SAFETY EQUIPMENT COMPANY, INC	043064-02	10/23/2024	POST CONTACT IVY & EYewa...	01-31-41-7308	68051	46.88
HUMAN RESOURCE STAFFING	1001079545	10/23/2024	PW TEMPORARY EMPLOYEE...	01-31-41-6207	1347	2,059.20

Council Report of Invoices Paid Listing

Payment Dates: 10/10/2024 - 10/23/2024

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
CERTASITE LLC	12672564	10/23/2024	COMBO EMERGNCY LIGHT W...	01-31-41-6212	1340	203.72
NEW FRONTIER MATERIALS LLC	12795606	10/23/2024	GABION RODK AT 5 CHASSEL...	01-31-41-7305	1351	142.65
NEW FRONTIER MATERIALS LLC	12796051	10/23/2024	CITY HALL PATCH TICKET #43...	01-31-41-7305	1351	268.63
NEW FRONTIER MATERIALS LLC	12796052	10/23/2024	GOLF COURSE PATCH TICKET...	01-31-41-7305	1351	270.38
COMPASS MINERALS AMERICA INC.	1378879	10/23/2024	SALT CO-OP FALL 2024 & WI...	01-31-41-7310	1342	24,885.63
COMPASS MINERALS AMERICA INC.	1379390	10/23/2024	SALT CO-OP FALL 2024 & WI...	01-31-41-7310	1342	18,492.46
UNIFIRST CORPORATION	1880145927	10/23/2024	PW UNIFORMS WEEK OF 10-...	01-31-41-7308	1355	67.54
MCCOY CONSTRUCTION AND FORESTRY INC	2424351	10/23/2024	LOADER DRAIN VALVE	01-31-41-6211	68050	70.10
MCCOY CONSTRUCTION AND FORESTRY INC	2424352	10/23/2024	LOADER FILTER ELEMENT	01-31-41-6211	68050	42.10
DEKA SERVICE	36825955	10/23/2024	HVAC PREVENTATIVE MAINT	01-31-41-6212	68047	1,075.00
ENERGY PETROLEUM CO	439155	10/23/2024	PW STREETS	01-31-41-7307	1344	2,798.41
NEUMAYER EQUIPMENT COMPANY INC	5604552-IN	10/23/2024	GAS PUMP SERVICE - FUEL T...	01-31-41-6202	1350	339.00
NEUMAYER EQUIPMENT COMPANY INC	5607673-IN	10/23/2024	PSTIF TESTING	01-31-41-6212	1350	1,386.70
ST LOUIS METRO ELECTRIC SUPPLY INC	S96674-00	10/23/2024	OUTSIDE LIGHTING AT GOVE...	01-31-41-6212	1354	1,146.00
Division 41 - STREET MAINTENANCE Total:						78,178.60
Division: 43 - PARKS MAINTENANCE						
JOHNNY ON THE SPOT 347	0347-000267845	10/17/2024	PORTA JOHNS SEPTEMBER 2...	01-31-43-6266	68027	336.76
HUMAN RESOURCE STAFFING	1001079427	10/17/2024	PW TEMPORARY EMPLOYEE...	01-31-43-6207	1321	669.24
UNIFIRST CORPORATION	1880144723	10/17/2024	PW UNIFORMS WEEK OF 10-...	01-31-43-7308	1333	22.67
NELSON COUNTY LAND MAINTENANCE LLC	21457	10/17/2024	2023-2024 ROW, GROUNDS, ...	01-31-43-6212	1327	5,191.25
KURT SCHAMEL	235668	10/17/2024	BACKFLOW TESTING	01-31-43-6212	68029	560.00
MCCOY CONSTRUCTION AND FORESTRY INC	2423677	10/17/2024	LOADER FILTERS	01-31-43-6211	68032	75.13
PHILIBERT SECURITY SYSTEMS INC	352310	10/17/2024	TAPPMAYER HOUSE MONIT...	01-31-43-6224	68039	39.95
MIDWESTERN SAFETY EQUIPMENT COMPANY, INC	043064-02	10/23/2024	POST CONTACT IVY & EYewa...	01-31-43-7308	68051	15.62
HUMAN RESOURCE STAFFING	1001079545	10/23/2024	PW TEMPORARY EMPLOYEE...	01-31-43-6207	1347	686.40
UNIFIRST CORPORATION	1880145927	10/23/2024	PW UNIFORMS WEEK OF 10-...	01-31-43-7308	1355	22.52
MCCOY CONSTRUCTION AND FORESTRY INC	2424351	10/23/2024	LOADER DRAIN VALVE	01-31-43-6211	68050	23.36
MCCOY CONSTRUCTION AND FORESTRY INC	2424352	10/23/2024	LOADER FILTER ELEMENT	01-31-43-6211	68050	14.04
FRY AND ASSOCIATES INC	33968	10/23/2024	GENERAL MAINT OF PARKS	01-31-43-6212	1345	838.53

Council Report of Invoices Paid Listing

Payment Dates: 10/10/2024 - 10/23/2024

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
ENERGY PETROLEUM CO	439155	10/23/2024	PW PARKS	01-31-43-7307	1344	1,398.07
ANOVA FURNISHINGS INC	643036	10/23/2024	MEMORIAL BENCH - CAROL ...	01-31-43-6212	1336	1,368.34
Division 43 - PARKS MAINTENANCE Total:						11,261.88
Department 31 - PUBLIC WORKS Total:						89,440.48
Department: 32 - COMMUNIITY DEVELOPMENT						
Division: 11 - ADMINISTRATIVE						
MCLAUGHLIN COURT	101024-1	10/17/2024	P&Z PROJECT 24-023 12481 ...	01-32-11-6202	1326	296.40
REPORTING SERVICES INC						
BRIDGE TOWER OPCO LLC	745731365	10/17/2024	P&Z MTG 10-21-24 CUP AT 1...	01-32-11-6260	1316	47.60
BRIDGE TOWER OPCO LLC	745731370	10/17/2024	P&Z MTG 10-21-24 CUP 227 ...	01-32-11-6260	1316	48.79
BRIDGE TOWER OPCO LLC	745731386	10/17/2024	P&Z MTG 10-21-2024 TEXT ...	01-32-11-6260	1316	57.12
BRIDGE TOWER OPCO LLC	745731394	10/17/2024	P&Z MTG 10-21-24 TEXT AM...	01-32-11-6260	1316	51.17
Division 11 - ADMINISTRATIVE Total:						501.08
Department 32 - COMMUNIITY DEVELOPMENT Total:						501.08
Fund 01 - GENERAL FUND Total:						270,331.50
Fund: 02 - CAPITAL IMPROVEMENT FUND						
Department: 61 - CIP						
Division: 71 - CIP						
B32 ENGINEERING GROUP INC	3149	10/17/2024	R-22 Switchover Rink Project	02-61-71-9506	68024	2,925.00
TOTAL MECHANICAL SERVICES INC	7	10/17/2024	Ice Rink R-22 Switchover Proj...	02-61-71-9506	1331	378,100.00
M & H CONCRETE	PAY APP #3	10/17/2024	2024 CONCRET PAVEMNT RE...	02-61-71-9501	68030	26,651.50
M & H CONCRETE	PAY APP #3	10/17/2024	2024 CONCRET PAVEMNT RE...	02-61-71-9510	68030	36,976.83
M & H CONCRETE	PAY APP #3	10/17/2024	2024 CONCRET PAVEMNT RE...	02-61-71-9510	68030	192,376.72
COMMONWEALTH CONSTRUCTION CO	123972	10/23/2024	DEMO OF 1030 N LINDBERGH..	02-61-71-9501	1341	18,845.28
COMMONWEALTH CONSTRUCTION CO	123972	10/23/2024	ADDITIONAL SERVICES & ELE...	02-61-71-9501	1341	5,786.61
KEEVEN BROTHERS INC	16185	10/23/2024	SOD FOR NEW BALLAS ISLAN...	02-61-71-9510	1348	1,413.00
REAL ESTATE ANALYSTS LTD	2024-073-1	10/23/2024	PLAN REVISIONS DUE TO RO...	02-61-71-9510	68054	400.00
BRUNS REAL ESTATE SERVICES INC	240409C	10/23/2024	5 HRS REVISING ORIGINAL R...	02-61-71-9510	1338	875.00
ENERGY PETROLEUM CO	439155	10/23/2024	PW ADMIN -CIP K. MULLIGAN	02-61-71-7307	1344	236.28
KIRKWOOD FENCE INC	84466934	10/23/2024	FENCE - AT 1030 N LINDBER...	02-61-71-9501	68049	9,103.00
KIRKWOOD FENCE INC	84466934	10/23/2024	COST INCREASE DUE TO REQ ...	02-61-71-9501	68049	872.00
Division 71 - CIP Total:						674,561.22
Department 61 - CIP Total:						674,561.22
Fund 02 - CAPITAL IMPROVEMENT FUND Total:						674,561.22

Council Report of Invoices Paid Listing						Payment Dates: 10/10/2024 - 10/23/2024	
Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount	
Fund: 05 - PARKS & STORMWATER FUND							
Department: 61 - CIP							
Division: 71 - CIP							
BRENDAN EBY & SUSAN WILTRAKIS	0188-0564-10/11/24	10/17/2024	STORMWATER MANAGEME...	05-61-71-9509	68025	4,821.00	
TWO ALPHA CONTRACTING LLC	20240925.01	10/17/2024	BALLAS CULVERT EROSION R...	05-61-71-9509	1332	4,189.50	
INTUITION AND LOGIC ENGINEERING INC	240914	10/17/2024	LAKE DREDGE CONWAY PRK ...	05-61-71-9509	1324	9,138.75	
INTUITION AND LOGIC ENGINEERING INC	240919	10/17/2024	MALCOLM TERR BRIDGE PAY...	05-61-71-9509	1324	3,237.50	
CASCADIA ART CONSERVATION CENTER LLC	2024.11a	10/23/2024	FIRST PAYMENT FOR REVIEW...	05-61-71-9506	1339	600.00	
BAX ENGINEERING	202496706	10/23/2024	SONA LANE PROJECT PAY APP..	05-61-71-9509	1337	8,152.87	
TREKK DESIGN GROUP LLC	24-001506	10/23/2024	FY25 STORMWATER BUNDLE...	05-61-71-9509	68056	5,721.47	
ENERGY PETROLEUM CO	439155	10/23/2024	PW ADMIN-PARKS & STORM	05-61-71-7307	1344	96.36	
						Division 71 - CIP Total:	35,957.45
						Department 61 - CIP Total:	35,957.45
						Fund 05 - PARKS & STORMWATER FUND Total:	35,957.45
Fund: 06 - MUNICIPAL ENTERPRISE FUND							
CALLAWAY GOLF SALES COMPANY	939015718	10/17/2024	GOLF GLOVES FOR RESALE	06-1628	68026	662.40	
ST LOUIS CONTRACT EMBROIDERY	63792	10/23/2024	GOLF HATS FOR RESALE	06-1628	1353	568.80	
							1,231.20
							1,231.20
Department: 14 - COMMUNITY SERVICES							
Division: 31 - ICE ARENA							
CHARTER COMMUNICATIONS	173955201100124	10/17/2024	DRC TV & INTERNET OCT 24	06-14-31-6255	1317	173.19	
VESTIS GROUP INC	6170329882	10/17/2024	DRC MOP AND TOWEL SERVI...	06-14-31-7301	1334	31.27	
RRHINE PARACO GAS OF ST LOUIS LLC	850847	10/17/2024	PROPANE FOR OLYMPIA DRC	06-14-31-7307	1328	147.87	
NEW SYSTEM LLC	104570	10/23/2024	MISC RINK SUPPLIES DRC	06-14-31-7301	1352	375.42	
NEW SYSTEM LLC	104570-01	10/23/2024	MISC RINK SUPPLIES DRC	06-14-31-7301	1352	26.23	
VESTIS GROUP INC	6170332414	10/23/2024	DRC MOP AND TOWEL SERVI...	06-14-31-7301	1356	31.27	
GRAINGER	9268465219	10/23/2024	MISC MAINT SUPPLIES DRC	06-14-31-6212	1346	115.88	
						Division 31 - ICE ARENA Total:	901.13
Division: 32 - GOLF MAINTENANCE							
SITEONE LANDSCAPE SUPPLY HOLDING LLC	145701841-001	10/17/2024	TREES FOR #2 TEE	06-14-32-6212	68041	2,394.98	
HARTKE NURSERY INC	MJ8AB0JMFPMXM	10/23/2024	STRAW BALES	06-14-32-6212	68048	34.00	
						Division 32 - GOLF MAINTENANCE Total:	2,428.98

Council Report of Invoices Paid Listing

Payment Dates: 10/10/2024 - 10/23/2024

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
Division: 33 - PRO-SHOP						
CHARTER COMMUNICATIONS	173955201100124	10/17/2024	DRC TV & INTERNET OCT 24	06-14-33-6255	1317	74.23
T N T INC	211118	10/17/2024	GOLF CART EMERGENCY REP...	06-14-33-6210	68044	2,693.28
VESTIS GROUP INC	6170329882	10/17/2024	DRC MOP AND TOWEL SERVI...	06-14-33-7301	1334	22.02
CALLAWAY GOLF SALES COMPANY	939015718	10/17/2024	GOLF GLOVES FOR RESALE	06-14-33-8324	68026	0.60
PERFORMANCE FOOD GROUP INC	4867671	10/23/2024	SNACK/COFFEE/HOT DOGS F...	06-14-33-7304	68053	41.45
VESTIS GROUP INC	6170332414	10/23/2024	DRC MOP AND TOWEL SERVI...	06-14-33-7301	1356	22.02
Division 33 - PRO-SHOP Total:						2,853.60
Division: 34 - FOOD SERVICES						
VESTIS GROUP INC	6170329882	10/17/2024	DRC MOP AND TOWEL SERVI...	06-14-34-7301	1334	17.77
PEPSICO BEVERAGE SALES LLC	96826560	10/17/2024	SODA FOR RESALE	06-14-34-8317	68038	479.89
D AND D DISTRIBUTORS LLP	184319	10/23/2024	BEER FOR RESALE	06-14-34-8316	1343	346.00
D AND D DISTRIBUTORS LLP	184320	10/23/2024	SODA FOR RESALE	06-14-34-8317	1343	125.00
D AND D DISTRIBUTORS LLP	189647	10/23/2024	BEER FOR RESALE	06-14-34-8316	1343	351.80
PERFORMANCE FOOD GROUP INC	4867671	10/23/2024	SNACK/COFFEE/HOT DOGS F...	06-14-34-8315	68053	330.06
PERFORMANCE FOOD GROUP INC	4867671	10/23/2024	SNACK/COFFEE/HOT DOGS F...	06-14-34-8317	68053	162.92
PERFORMANCE FOOD GROUP INC	4867671	10/23/2024	SNACK/COFFEE/HOT DOGS F...	06-14-34-8319	68053	390.60
VESTIS GROUP INC	6170332414	10/23/2024	DRC MOP AND TOWEL SERVI...	06-14-34-7301	1356	17.77
Division 34 - FOOD SERVICES Total:						2,221.81
Department 14 - COMMUNITY SERVICES Total:						8,405.52
Fund 06 - MUNICIPAL ENTERPRISE FUND Total:						9,636.72
Fund: 11 - SEWER LATERAL FUND						
Department: 61 - CIP						
Division: 93 - SEWER LATERAL						
MARK AND SUE SCHWENDEMAN	00188-0565-10/10/24	10/17/2024	SANITARY SEWER LATERAL R...	11-61-93-9315	68031	5,517.40
Division 93 - SEWER LATERAL Total:						5,517.40
Department 61 - CIP Total:						5,517.40
Fund 11 - SEWER LATERAL FUND Total:						5,517.40
Fund: 19 - PUBLIC SAFETY FUND						
Department: 21 - POLICE						
Division: 23 - PUBLIC SAFETY						
KURT SCHAMEL	235663	10/17/2024	TESTING OF BACKFLOW DEVI...	19-21-23-6211	68029	170.00
JOHNSON CONTROLS FIRE PROTECTION LP	24376421	10/17/2024	350 N NEW BALLAS RD SVC ...	19-21-23-6211	68028	1,001.00
AUTHORIZED ELEVATOR	33773	10/17/2024	ELEVATOR INSPECTION FOR ...	19-21-23-6211	68023	2,240.00

Council Report of Invoices Paid Listing

						Payment Dates: 10/10/2024 - 10/23/2024
Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
AMERENUE	0427008070-09/27/24	10/18/2024	350 N NEW BALLAS POLICE 8...	19-21-23-6250	DFT0009624	7,214.35
						Division 23 - PUBLIC SAFETY Total: 10,625.35
						Department 21 - POLICE Total: 10,625.35
						Fund 19 - PUBLIC SAFETY FUND Total: 10,625.35
Fund: 99 - POOLED CASH						
ARVEST BANK	1797-10/14/24	10/16/2024	EPAYMENT 10/16/24	99-2809	DFT0009638	10,741.06
						10,741.06
						10,741.06
						Fund 99 - POOLED CASH Total: 10,741.06
						Grand Total: 1,017,370.70

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	270,331.50
02 - CAPITAL IMPROVEMENT FUND	674,561.22
05 - PARKS & STORMWATER FUND	35,957.45
06 - MUNICIPAL ENTERPRISE FUND	9,636.72
11 - SEWER LATERAL FUND	5,517.40
19 - PUBLIC SAFETY FUND	10,625.35
99 - POOLED CASH	10,741.06
Grand Total:	1,017,370.70

Account Summary

Account Number	Account Name	Payment Amount
01-11-13-6203	PROFESSIONAL SERVICES	7,453.72
01-12-10-6201	LEGAL AND ACCOUNTIN...	13,644.77
01-12-11-6203	PROFESSIONAL SERVICES	1,716.95
01-12-11-6271	MEDICAL SUPPLIES	331.50
01-12-14-6201	LEGAL AND ACCOUNTIN...	423.41
01-12-14-6213	OFFICE EQUIPMENT MA...	192.63
01-13-11-6202	TECHNICAL AND PERSO...	0.50
01-13-11-6209	ACCOUNTING SERVICES	20,100.00
01-13-15-6220	LIABILITY INSURANCE	2,107.00
01-13-15-6253	TELEPHONE	148.84
01-13-15-6272	EMPLOYEE RELATIONS	150.00
01-13-15-7312	OFFICE SUPPLIES	903.58
01-13-51-6213	OFFICE EQUIPMENT MA...	171.98
01-13-51-7331	COMPUTER HARDWARE	1,641.14
01-16-11-6212	BUILDING AND GROUND...	4,817.00
01-16-11-7308	WEARING APPAREL AND...	16.44
01-2102	FICA WITHHOLDING	41,958.00
01-2103	MEDICARE WITHHOLDI...	10,062.44
01-2104	FEDERAL TAX WITHHOLD..	33,029.36
01-2105	MISSOURI TAX WITHHO...	12,506.00
01-2111	PAYROLL GARNISHMENT	161.93
01-21-11-7307	GASOLINE, PROPANE & ...	282.33
01-21-11-7308	WEARING APPAREL AND...	16.43
01-2113	PAYROLL CHILD SUPPORT	840.93
01-21-21-6210	VEHICLE MAINTENANCE	40.98
01-21-21-7307	GASOLINE, PROPANE & ...	335.11
01-21-22-5241	PENSION CONTRIBUTION	0.18
01-21-22-6202	TECHNICAL AND PERSO...	46.00
01-21-22-6210	VEHICLE MAINTENANCE	40.98

Account Summary

Account Number	Account Name	Payment Amount
01-21-22-7307	GASOLINE, PROPANE & ...	5,211.96
01-2215	INTENSIVE CARE/CANCER	428.70
01-2312	401 - ICMA	833.70
01-2317	MO LAGERS	-0.09
01-2318	ICMA ROTH 457	5,916.54
01-2319	ICMA ROTH IRA	673.72
01-2321	457 - VOYA	2,018.25
01-2322	457 - ICMA	10,745.53
01-2323	MOST PROGRAM	785.00
01-2324	ICMA LOAN REPAYMENT	636.50
01-31-41-6202	TECHNICAL AND PERSO...	399.00
01-31-41-6207	TEMP PROFESSIONAL SE...	4,066.92
01-31-41-6211	EQUIPMENT MAINTENA...	337.60
01-31-41-6212	BUILDING AND GROUND...	25,997.73
01-31-41-6266	EQUIPMENT RENTAL	336.76
01-31-41-7305	STREET & SIDEWALK MA...	681.66
01-31-41-7307	GASOLINE, PROPANE & ...	2,798.41
01-31-41-7308	WEARING APPAREL AND...	182.43
01-31-41-7310	SNOW REMOVAL	43,378.09
01-31-43-6207	TEMP PROFESSIONAL SE...	1,355.64
01-31-43-6211	EQUIPMENT MAINTENA...	112.53
01-31-43-6212	BUILDING AND GROUND...	7,958.12
01-31-43-6224	TAPPMAYER HOUSE MA...	39.95
01-31-43-6266	EQUIPMENT RENTAL	336.76
01-31-43-7307	GASOLINE, PROPANE & ...	1,398.07
01-31-43-7308	WEARING APPAREL AND...	60.81
01-32-11-6202	TECHNICAL AND PERSO...	296.40
01-32-11-6260	ADVERTISING	204.68
02-61-71-7307	GASOLINE, PROPANE & ...	236.28
02-61-71-9501	BUILDINGS AND IMPRO...	61,258.39
02-61-71-9506	PARK AND RECREATION	381,025.00
02-61-71-9510	STREETS	232,041.55
05-61-71-7307	GASOLINE, PROPANE & ...	96.36
05-61-71-9506	PARK DEVELOPMENT P...	600.00
05-61-71-9509	STORMWATER PROJECTS	35,261.09
06-14-31-6212	BUILDING AND GROUND...	115.88
06-14-31-6255	CABLE TV AND INTERNET	173.19
06-14-31-7301	CHEMICALS & CLEANING	464.19
06-14-31-7307	GASOLINE, PROPANE & ...	147.87
06-14-32-6212	BUILDING AND GROUND...	2,428.98
06-14-33-6210	VEHICLE MAINTENANCE	2,693.28
06-14-33-6255	CABLE TV AND INTERNET	74.23

Account Summary

Account Number	Account Name	Payment Amount
06-14-33-7301	CHEMICALS & CLEANING	44.04
06-14-33-7304	GENERAL SUPPLIES	41.45
06-14-33-8324	MERCHANDISE-GOLF BA...	0.60
06-14-34-7301	CHEMICALS & CLEANING	35.54
06-14-34-8315	SANDWICHES AND HOT ...	330.06
06-14-34-8316	BEER	697.80
06-14-34-8317	COFFEE,TEA & SOFT DRI...	767.81
06-14-34-8319	SNACKS	390.60
06-1628	GOLF - APPAREL	1,231.20
11-61-93-9315	SEWER LATERAL REIMB...	5,517.40
19-21-23-6211	EQUIPMENT MAINTENA...	3,411.00
19-21-23-6250	ELECTRICITY	7,214.35
99-2809	EPAYABLES LIABILITY	10,741.06
Grand Total:		1,017,370.70

Project Account Summary

Project Account Key	Payment Amount
None	370,456.06
18702E	1,275.00
200E	381,025.00
403E	4,189.50
408E	9,138.75
410E	3,237.50
411E	8,152.87
412E	5,721.47
413E	4,821.00
60022E	229,353.55
Grand Total:	1,017,370.70

AN ORDINANCE OF THE CITY OF CREVE COEUR, APPROVING A CONTRACT ENTERED BY AND BETWEEN SAINT LOUIS COUNTY BOARD OF POLICE COMMISSIONERS, FOR AND ON BEHALF OF SAINT LOUIS COUNTY AND THE SAINT LOUIS COUNTY AND MUNICIPAL POLICE ACADEMY BOARD OF MANAGERS, AND THE CITY OF CREVE COEUR, FOR THE SERVICES OF A CREVE COEUR POLICE OFFICER AS AN INSTRUCTOR

WHEREAS, the common goal of Saint Louis County, Missouri (the County), the Saint Louis County and Municipal Police Academy (the Academy), and the City of Creve Coeur Missouri (the City), is to provide basic training and continuing law enforcement education to Police Officers throughout the County; and

WHEREAS, Chapter 70 of the Revised Statutes of the State of Missouri authorizes joint exercise by two or more local governments of any power common to them; and

WHEREAS, the City and the County wish to cooperate with one another to provide the services of a Creve Coeur Police Officer at the Academy as an instructor; and

WHEREAS, it is the desire of the City and the County, on behalf of the County and the Academy, to enter into an agreement on behalf of the interest of their citizens;

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

Section One.

The City Administrator is hereby authorized and directed to execute for and on behalf of the City of Creve Coeur a contract for services with Saint Louis County Board of Police Commissioners, for and on behalf of Saint Louis County and the Saint Louis County and Municipal Police Academy Board of Managers, for the services of a Creve Coeur Police Officer as an instructor, the terms and conditions of which shall be in substantial compliance with attached Exhibit A, which is incorporated herein by reference. The City Administrator may make such changes to the document as may be deemed necessary, desirable, convenient or proper before signing in order to carry out the matters herein authorized. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this Ordinance, the matters herein authorized, and the rights and duties of the City under the Agreement.

The City Administrator may enter into similar agreements for future years provided that the recovery of City costs is proportional to the recovery provided by Exhibit A.

BILL NO. 6139

ORDINANCE NO. _____

Section Two.

This ordinance shall become effective pursuant to section 3.11 (g) of the City Charter.

ADOPTED THIS _____ DAY OF _____, 2024.

TIMOTHY CARNEY
PRESIDENT, CITY COUNCIL

APPROVED THIS _____ DAY OF _____, 2024.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE
CITY CLERK



MEMORANDUM

DATE: October 7, 2024
TO: M. Perkins, City Administrator
FROM: J. Hartman, Chief of Police
SUBJECT: Employee Developmental Detachment – St. Louis County and Municipal Police Academy

Sir,

For the current fiscal year, the Police Department has a 50th full-time commissioned position that is designated as a detached developmental position (full-time instructor at the St. Louis County and Municipal Police Academy). This position provides a valuable developmental opportunity and is part of the vision to improve employee retention. Additionally, this assignment enhances the City's partnership with other law enforcement agencies in the region.

As spelled out under a contractual agreement between the City and St. Louis County, and authorized under Ordinance #5870, Creve Coeur Officer Jon Zuckerman is currently serving as a full-time instructor at the St. Louis County and Municipal Police Academy. This contract is set to expire at the end of the calendar year. Attached to this memorandum is a draft ordinance and a contract for Officer Zuckerman to continue in this assignment for the calendar year 2025.

The contract is for one year and outlines that the County will fully reimburse the City of Creve Coeur for Officer Zuckerman's salary and direct benefits, including overtime pay up to \$20,000 annually while he is assigned to the academy as an instructor. The contract will likely need to be amended if there is an adjustment to his salary in July. The County is aware and is agreeable to amending the contract in anticipation of the pay raise.

Attachment: Police Officer – Administrative Detachment – Police Academy Instructor
Distribution: All Commissioned Personnel
Cc: Sharon Stott, Assistant City Administrator

CONTRACT FOR SERVICES

This Contract entered by and between St. Louis County, for and on behalf of St. Louis County & Municipal Police Academy Board of Managers (hereinafter referred to as “COUNTY” respectively) and the CITY OF CREVE COEUR, MISSOURI, an incorporated municipality of the State of Missouri (hereafter “CITY”).

WITNESSETH:

WHEREAS, COUNTY has established the St. Louis County and Municipal Police Academy (hereafter “ACADEMY”) for the purpose of providing basic training and continuing law enforcement education to police officers throughout St. Louis County; and

WHEREAS, COUNTY and the incorporated municipalities located therein, including CITY, desire to provide for the participation of said incorporated municipalities in the training and education of police officers throughout St. Louis County; and

WHEREAS, Section 201.180 of the Revised St. Louis County Ordinances (1974), as amended, permits St. Louis County Board of Police Commissioners to approve contracts for professional services within the budget of the Police Department; and

WHEREAS, the CITY is authorized to enter into this Contract by Creve Coeur Ordinance No. _____;

Commented [MC1]: Creve Coeur, please provide ordinance, resolution, etc.

NOW, THEREFORE, in consideration of the premises and mutual promises and obligations hereafter stated, it is agreed between the parties as follows:

1. **Term of Contract.** The term of this Contract shall commence on January 1, 2025 and continue through December 31, 2025.
2. **Description of Services.** CITY shall provide for COUNTY’S use throughout the Contract term of the services of a City of Creve Coeur Police Officer (hereafter “EMPLOYEE”), for the weekly provision of 40 hours basic and/or special instruction and/or attendant instruction and services, as defined, directed

Commented [MC2]: Maggie, please confirm this is the right term.

and scheduled by COUNTY for Academy attendees. COUNTY shall provide EMPLOYEE office space and materials as needed for providing the services required in this contract.

3. **Compensation.** COUNTY shall reimburse CITY in the amount of EMPLOYEE'S salary throughout the Contract term at an hourly rate not to exceed \$41.96 per hour of the actual rate of pay, including payment for direct fringe benefits and overhead, said reimbursement not to exceed \$113,968.08. Upon completion of performance by CITY and the submission of such documentation deemed reasonably necessary, including evaluations by COUNTY and CITY of EMPLOYEE'S performance, COUNTY to evaluate EMPLOYEE'S performance on evaluation forms provided by the CITY.
4. **Overtime.** Employee shall be entitled to overtime payment at 1 ½ times of said Employee's hourly wage not to exceed \$62.94 for each overtime hour worked for the COUNTY. The COUNTY is responsible for monitoring the number of overtime hours worked. On a quarterly basis the CITY will provide to the Director of the ACADEMY (or their designee) supporting documentation showing the number of overtime hours worked to-date for the COUNTY within the contract period. The COUNTY agrees to reimburse CITY in an amount not to exceed \$20,000 to cover EMPLOYEE'S overtime compensation and related fringe benefits and overhead.
5. **Compensatory Time.** If EMPLOYEE works more than 80 hours in a pay period, the EMPLOYEE can elect to earn compensatory time equal to 1 ½ times the number of hours worked in excess of 80, in lieu of being paid overtime. The total accrued compensatory time balance is limited to the CITY'S maximum accrued balance (currently 80 hours), with any additional excess hours paid as overtime. Compensatory time earned as a result of work for the COUNTY will be tracked separately from compensatory time earned as a result of work for the CITY. At the request of the COUNTY, the CITY will provide the current balance of accrued compensatory time to the COUNTY.

Commented [MC3]: Creve Coeur, please confirm compensation is accurate.

Payout of such accrued compensatory balance to the EMPLOYEE can occur at any time at the request of the EMPLOYEE and with approval by the CITY'S Chief of Police and/or upon separation of employment with the CITY in accordance with CITY'S personnel policies and procedures. The COUNTY will reimburse the CITY for such amount paid to the EMPLOYEE. In the event the EMPLOYEE separates from their role as Instructor with the COUNTY while remaining employed with the CITY, the COUNTY will reimburse the CITY for the calculated value of the balance of accrued compensatory time earned but unused as of the date of separation, such calculation to include CITY-paid taxes and workers' compensation premium related to the value of the balance. Payout of other leave balances accrued by the EMPLOYEE as a condition of employment with the CITY, such as CITY-accrued compensatory time, vacation, and sick leave, will not be reimbursed by the COUNTY.

6. **Insurance.** The CITY is insured by Saint Louis Area Insurance Trust (SLAIT) for claims involving Workers' Compensation and tort liability, and the CITY extends the protection of said insurance coverage to CITY employees and officers subject to the terms and conditions of the CITY's workers' compensation and liability insurance policies. The COUNTY shall not have any responsibility for such employee benefits provided by the CITY.

Commented [CM4]: Creve Coeur, please provide your insurance.

7. **Termination for Cause.** This Contract may be terminated by COUNTY for cause upon ten days written notice to CITY if, in the sole discretion of COUNTY, EMPLOYEE fails to provide satisfactory instruction to Academy attendees as required in Section 2 herein, or if EMPLOYEE violates any State, County or Academy laws, regulations, ordinances, directives of policies. In the event of such termination, COUNTY shall reimburse CITY on a pro rata basis for those services rendered by EMPLOYEE through the effective date of termination of this Contract.

Commented [MC5]: Creve Coeur, please ensure this is still accurate.

8. **Termination by COUNTY or CITY.** Either party may terminate this Contract by giving the other party not less than 30 days written notice of its intention to do so. In the event of such termination, COUNTY shall reimburse CITY on a pro

rata basis for those services rendered by EMPLOYEE prior to notice of termination of this Contract.

9. **Independent Contractors.** City, acting through EMPLOYEE, is at all times throughout the Contract term performing and acting as an independent contractor with, and not an agent for COUNTY, and no act or omission of any party or party agent hereto shall be construed to make any other party its principal, agent or joint venturer.
10. **Duties Not Assignable.** The duties imposed on CITY by this Contract are not assignable without COUNTY'S prior written consent.
11. **Non-Waiver.** The waiver by either party of a breach or violation of any Contract provision shall not operate or be construed as a waiver of any subsequent breach hereof.
12. **Entire Agreement.** This Contract sets forth the entire agreement between COUNTY and CITY with respect to the services and work to be performed hereunder, and supersedes all prior and contemporaneous contracts, agreements, understandings, negotiations or other agreements between the parties. No supplement, modification, waiver or termination of this Contract shall be binding, unless executed in writing by the person to be bound or required to give notice.
13. **CITY and COUNTY.** As used in this Contract, the terms "CITY" and "COUNTY" shall include the officers, employee, legal representatives and successors thereof.

IN WITNESS WHEREOF, the parties have executed this this Contract effective the later of the dates below written.

CITY OF CREVE COEUR

By _____

Title: _____

Date _____

I, _____, affirm that I am _____ of the City of Creve Coeur, Missouri and I signed this Contract on behalf of said City and I acknowledge this Contract to be my free act and deed.

ST. LOUIS COUNTY BOARD OF
POLICE COMMISSIONERS

Date executed by St. Louis County

Approved:

Chief of Police
St. Louis County Police Department

Approved as to Legal Form:

County Counselor

I hereby certify that unencumbered balances suffice to pay the Contract sum remains in the appropriate account which the obligation is to be charged.

Accounting Officer

Legal Review: _____

Encumbrance Review: _____

AN ORDINANCE FOR THE HOLDING OF A GENERAL ELECTION IN THE CITY OF CREVE COEUR, MISSOURI, ON THE 8TH DAY OF APRIL, 2025, FOR THE ELECTION OF ONE COUNCIL MEMBER FROM EACH OF THE FOUR WARDS, EACH FOR A FULL TWO-YEAR TERM, AND FOR THE CONDUCT OF SAID ELECTION BY THE BOARD OF ELECTIONS OF ST. LOUIS COUNTY, MISSOURI, AND FOR OTHER MATTERS RELATING AND PERTAINING TO SUCH ELECTION.

WHEREAS, pursuant to the City Charter an election must be held in April 2025 to elect one council member for each of the four wards of the City, each to serve a full two-year term; and

WHEREAS, application procedures regarding such election need to be established;

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

SECTION 1: Pursuant to applicable law, a general municipal election shall be held in the City of Creve Coeur, Missouri on the 8th day of April, 2025, for the election of one council member from the first ward for a full two-year term, one council member from the second ward for a full two-year term, one council member from the third ward for a full two-year term, and one council member from the fourth ward for a full two-year term.

SECTION 2: The general municipal election shall be conducted by the Board of Elections of St. Louis County, Missouri pursuant to the applicable statutes of Missouri and the regulations of said Board of Elections for the conduct of municipal elections.

SECTION 3: Nominating petitions and acceptances of nomination shall be filed with the City Clerk of the City of Creve Coeur after the passage and approval of this ordinance beginning at 8:00 a.m. on December 10, 2024 and ending on December 31, 2024, at 5:00 p.m. The City Clerk shall record the date and time of each filing. Names shall be placed on the ballot and election notice in order of filing for respective offices as provided in section 10.3 of the city charter. Filings shall be accepted at the office of City Clerk, Creve Coeur Government Center, 300 North New Ballas Road, on a first-come, first-served, walk-in basis Monday through Friday 8:00 AM – 4:30 PM except December 24, 2024 where filing hours shall be 8:00 AM until 12:00 PM and December 31, 2024 where filing hours shall be 8:00 AM – 5:00 PM. The office of the City Clerk will not be open on Saturdays and Sundays or those days designated a holiday by the City of Creve Coeur. All candidates must provide proof of identity to the City Clerk.

SECTION 4: Notwithstanding the foregoing, in the case of candidates who deliver their nominating petitions and acceptances of nomination to the City Clerk prior to 4:30 p.m. on the first day for filing, the City Clerk shall determine by random drawing the order in which such declarations shall be deemed to have been filed. Any such drawing shall be conducted so that each candidate may draw a number at random at the time of delivery of the petition and acceptance. The City Clerk shall record the number drawn with the candidate's petition and acceptance. If such drawing is conducted, the names of the candidates filing on the first day of filing for each office on each ballot shall be listed in ascending order of the numbers so drawn.

SECTION 5: Candidates filing for office shall present themselves at the reception desk in the main lobby, upper level of the Creve Coeur Government Center, 300 North New Ballas Road to sign a sworn acceptance of nomination before the City Clerk. A filing shall not be accepted without such sworn acceptance.

BILL NO. 6140

ORDINANCE NO. _____

SECTION 6: The City Clerk shall determine the sufficiency of each submittal as provided in Section 10.2(c) of the City Charter but shall not investigate the qualifications of any candidate.

SECTION 7: Notice of said general municipal election shall be published before December 10, 2024 according to law in a newspaper of general circulation published in the County of St. Louis, Missouri.

SECTION 8: All candidates shall be nominated by petition and acceptance thereof as provided for in Section 10.2 of the City Charter. Nominating petitions and acceptances of nomination shall be substantially in the same form as the "nominating petition" and "acceptance of nomination" forms attached hereto as specimens of designated appropriate forms as required by Section 10.2 (a) of the City Charter.

SECTION 9: Upon the passage and approval of this ordinance, a certified copy thereof shall be promptly transmitted to the Board of Elections by the City Clerk.

SECTION 10: This ordinance shall become effective pursuant to section 3.11(g) of the City Charter.

ADOPTED BY THE CITY COUNCIL 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
ACCEPTANCE OF NOMINATION**

NO. _____

Date/Time Received _____

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

I, _____ BEING DULY SWORN, STATE UPON MY OATH ON THE DATE SET FORTH BELOW THAT I RESIDE AT _____, CITY OF CREVE COEUR, COUNTY OF ST. LOUIS, STATE OF MISSOURI, THAT I AM A QUALIFIED VOTER THEREIN, THAT I ACCEPT NOMINATION AND AM A CANDIDATE FOR THE ELECTION OF COUNCIL MEMBER, WARD _____ FOR FULL TWO-YEAR TERM, TO BE VOTED UPON AT THE GENERAL ELECTION TO BE HELD ON TUESDAY, APRIL 8, 2025, THAT I SHALL HAVE RESIDED IN THE CITY OF CREVE COEUR FOR AT LEAST ONE YEAR AS OF THE DATE OF THE ELECTION AND WILL BE A RESIDENT OF THE AFORESAID CITY AND WARD AT THAT TIME, THAT I HAVE FILED ALL REQUIRED CAMPAIGN DISCLOSURE REPORTS FOR ALL PRIOR ELECTIONS AND PAID ALL FEES ASSESSED BY THE MISSOURI ETHICS COMMISSION, AND THAT I AM OTHERWISE ELIGIBLE FOR SAID OFFICE AND WILL REMAIN SO THROUGH THE ELECTION DATE (OR WILL DISCLOSE OTHERWISE).

I HEREBY REQUEST THAT MY NAME AS FOLLOWS _____ BE PRINTED UPON THE OFFICIAL BALLOT FOR ELECTION BY GENERAL ELECTION AS A CANDIDATE FOR THE OFFICE OF COUNCIL MEMBER. WARD _____ FOR THE TERM INDICATED ABOVE AND STATE THAT I WILL SERVE AS SUCH OFFICER, IF ELECTED.

IN FILING FOR PUBLIC OFFICE, I SWEAR AND AFFIRM THAT I WILL UPHOLD AND DEFEND THE CONSTITUTION AND LAWS OF THE UNITED STATES, THE CONSTITUTION AND LAWS OF THE STATE OF MISSOURI AND THE CHARTER AND ORDINANCES OF THE CITY OF CREVE COEUR, MISSOURI.

DATE: _____

TIME: _____

SIGNATURE OF CANDIDATE

Address: _____

Email: _____

Telephone: _____

ATTEST:

KELLIE HENKE
CITY CLERK

NOTE: CANDIDATES ARE NOW REQUIRED TO SUBMIT AN AFFIDAVIT REGARDING PAYMENT OF TAXES TO THE MISSOURI DEPARTMENT OF REVENUE UNDER SECTION 115.306 RSMO. WHILE THE LAW IS UNCLEAR, OUT OF AN ABUNDANCE OF CAUTION CANDIDATES MAY WANT TO FILE A COPY OF THAT AFFIDAVIT WITH THEIR ACCEPTANCE OF NOMINATION.



NOMINATING PETITION

PURSUANT TO SECTION 10.2 OF THE CHARTER OF THE CITY OF CREVE COEUR, WE, THE UNDERSIGNED PETITIONERS, BEING REGISTERED AND QUALIFIED VOTERS OF WARD _____ OF THE CITY OF CREVE COEUR, AND ENTITLED TO VOTE FOR CANDIDATES FOR COUNCIL MEMBER OF SAID WARD, DO HEREBY NOMINATE _____ FOR THE OFFICE OF COUNCIL MEMBER OF WARD _____, FOR A TERM OF TWO YEARS AND RESPECTFULLY REQUEST THAT SUCH PERSON'S NAME BE INCLUDED ON THE BALLOT FOR SAID OFFICE FOR THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, **APRIL 8, 2025**.

NOTICE TO SIGNERS: Please sign in ink or indelible pencil.

<u>NAME (SIGNATURE)</u> <u>SIGNED</u>	<u>NAME PRINTED</u>	<u>REGISTERED</u> <u>VOTING ADDRESS</u>	<u>DATE</u>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
8. _____	_____	_____	_____
9. _____	_____	_____	_____
10. _____	_____	_____	_____
11. _____	_____	_____	_____
12. _____	_____	_____	_____
13. _____	_____	_____	_____
14. _____	_____	_____	_____
15. _____	_____	_____	_____
16. _____	_____	_____	_____
17. _____	_____	_____	_____
18. _____	_____	_____	_____
19. _____	_____	_____	_____
20. _____	_____	_____	_____

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF A NEW CONDITIONAL USE
PERMIT FOR THE OPERATION OF A CIVIC AND SOCIAL ORGANIZATION ON THE
PROPERTY ADDRESSED AS 12481 LADUE ROAD, FOR ST. LOUIS LODGE NO. 9
BENEVOLENT AND PROTECTIVE ORDER OF ELKS
AND APPROVING A SITE DEVELOPMENT PLAN FOR A 1,947 SQUARE FOOT
ADDITION TO THE EXISTING BUILDING**

WHEREAS, under Section 405.210 Table A, Civic and Social Organizations (NAICS 813410) in residentially zoned districts require the issuance of a conditional use permit as provided in Section 405.1070, Conditional Use Permits; and

WHEREAS, George M. Stock, of Stock and Associates Consulting Engineers, Inc. on behalf of Tom Commings of St. Louis Lodge No. 9 Benevolent and Protective Order of Elks, at 12481 Ladue Road, has submitted an application for a new conditional use permit to allow for an approximately 1,947 sq. ft. building addition; and

WHEREAS, The Elks Lodge was originally established in 1966, prior to annexation into the City and therefore has no conditional use permit and has pre-existing, non-conformities on the site. The Application has been filed to establish a new conditional use permit for the property in conjunction with the proposed addition; and,

WHEREAS, a public hearing was scheduled by the Creve Coeur Planning and Zoning Commission for Monday, September 16, 2024 and Monday, October 21, 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 6-0 vote, recommended approval of the conditional use permit and site development plan, subject to the conditions contained herein, at its meeting on Monday, October 21, 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 or vehicular traffic or on community facilities or services, including but not limited to emergency services.

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

Section 1: A Conditional Use Permit is authorized to be issued pursuant hereto for the operation of a Civic and Social Organization (NAICS 813410) at 12481 Ladue Road, in the A Single-Family zoning district, whose legal description is as follows:

A Tract Of Land Being Part Of Lot 1 Of "Samuel Phelps Estates", Township 45 North, Range 5 East Of The Fifth Principal Meridian, St. Louis County, Missouri And Being More Particularly Described As Follows:

Beginning At The Southeast Corner Of Lot 2 Of "Ladue Grove", A Subdivision According To The Plat Thereof Recorded In Plat Book 278, Page 91 Of The St. Louis County Records; Thence Along The East Line Of Said "Ladue Grove", North 00 Degrees 18 Minutes 24 Seconds East 714.50 Feet To A Point On The South Line Of "Ladue Lake Estates Plat Five", A Subdivision According To The Plat Thereof Recorded In Plat Book 167, Pages 28-29 Of Said Records; Thence Along The South Line Of Said "Ladue Lake Estates Plat Five", South 89 Degrees 47 Minutes 17 Seconds East 351.50 Feet To A Point On The West Line Of Property Described In Book 6824, Page 1504 Of Said Records; Thence Along The West Line Of Said Property Described In Book 6824, Page 1504, South 00 Degrees 18 Minutes 32 Seconds West 712.63 Feet To A Point On The North Right-Of-Way Line Of Ladue Road, 60 Feet Wide; Thence Along The North Right-Of-Way Line Of Ladue Road, 60 Feet Wide, South 89 Degrees 54 Minutes 27 Seconds West 351.48 Feet To The Point Of Beginning And Containing 5.76 Acres.

Section 2: The Conditional Use Permit granted shall be subject to all applicable statutes, ordinances, rules and regulations, and the following conditions:

1. The Conditional Use Permit shall be for the operation of a Civic and Social Organization (NAICS 813410) for the Elks Lodge St. Louis #9 on the property addressed as 12481 Ladue Road.
2. Hours of operation are as follows: Elks Facility, Outdoors: Monday through Friday 8 AM to 11 PM, Saturday 8 AM to 12 Midnight; and, Sunday 9 AM to 11PM. Elks Facility, Indoors: Monday through Saturday 6:30 AM to 1:30 AM; and, Sunday, 9 AM to 12 Midnight.
3. The applicant is required to submit Grading Plans, showing all exterior improvements, for all new construction to the Department of Public Works for review, as required by Chapter 420 of the Land Disturbance Code. The Grading Plans shall be in substantial

conformance with the "Site Development Plan," received October 16, 2024 as bound together and submitted in conjunction with Application #24-023, as submitted by Stock and Associates Consulting Engineers, Inc.

4. The Applicant is required to submit a Building Permit application, as required by Article II of the Building Code. Exterior elevations shall be in substantial conformance with the Elevations submitted on October 16, 2024 as bound together and submitted in conjunction with Application #24-023 by Wiedemeier Architects, Inc.
5. The Applicant shall submit a final Landscape Plan that complies with by Section 405.540 Landscaping Regulations for the Zoning Administrator's approval. The landscape plan shall remove the invasive Burning Bush as new landscaping. Vegetation that is totally or predominantly dead and/or disfigured due to disease or injury shall be replaced as needed.
6. The Trash encloser and property line fence shall be a six-foot-tall sight-proof vinyl fence in a neutral color to match the new fence on the western property line.
7. Lighting of the existing volleyball courts shall not extend beyond 11PM seven days a week.
8. Parking on lawns or other unimproved surfaces other than paved and striped spaces shall be prohibited, except as may be authorized by the Zoning Administrator as a Temporary Use pursuant to Section 405.480.
9. Any renting of the property shall remain subordinate to the primary use of the property as a membership-based fraternal organization.
10. No live music or speaker usage on the outside patio in front of the building shall occur past 9 PM, seven days a week.
11. Trash pickup shall be in conformance at all times with the allowable hours provided in Section 235.070.
12. All existing light fixtures shall be brought into conformance with Section 405.680. Any additional exterior lighting or future replacement lighting not included with this submittal shall require approval by the Planning and Zoning Commission pursuant to Section 405.680.B.1.
13. All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code.
14. Any future enlargement, extension, expansion or exterior alteration in the use of the structures or site must be approved by the City Council upon receipt of the recommendation of the Planning and Zoning Commission as an amendment to the Conditional Use Permit before a Building Permit for the enlargement, expansion or exterior alteration may be issued.
15. Failure to comply with any one or all of the conditions of this permit shall be adequate cause for the revocation of said permit by the City Council, provided, however, no permit shall be revoked without prior notice to the owner of the intention of the City Council to revoke this permit and reasonable time granted to the owner to correct or remedy any such breach of conditions, except for repeated breaches or violations.

16. No conditional use permit granted by the City Council shall be valid for a period longer than one year from the date it grants the conditional use permit, unless within such period: (1) a building permit is obtained and construction is begun; or (2) if a building permit is not required, an occupancy permit is obtained and the use of the building commenced. The City Council may grant extensions to the one (1) year period of not more than one hundred and eighty (180) days each, without notice or hearing, provided that a written request for such extension is filed by the original applicant and approved by the City Council prior to the date the conditional use permit is scheduled to expire.
17. Any transfer of ownership or lease of the property shall include in the transfer or lease agreement a provision that the purchaser or lessee agrees to be bound by the approved Site Development Plan for the property and the conditions herein set forth, and written confirmation thereof signed by the new owner or lessee shall be filed with the City at the time of such transfer or lease. Failure to comply with this provision shall not excuse anyone from these conditions.

Section 3: The City Administrator of the City of Creve Coeur is hereby authorized and directed to issue a Conditional Use Permit in accordance with the provisions of this ordinance, said permit to expressly provide for the conditions and stipulations hereinabove set out in Section 2 of this ordinance. Exercise of the rights granted pursuant to the issued permit shall constitute acceptance of all conditions and stipulations set forth herein.

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

ADOPTED THIS ____ DAY OF _____, 2024.

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

#24-023: A NEW CONDITIONAL USE PERMIT WITH ASSOCIATED SITE DEVELOPMENT PLAN FOR THE ST. LOUIS ELKS LODGE #9 LOCATED AT 12481 LADUE ROAD

FOR THE MEETING OF: Monday, October 21, 2024

LOCATION: 12481 Ladue Road, Zoned A-Single Family Residential

REQUEST: George M. Stock, of Stock and Associates Consulting Engineers, Inc., on behalf of Tom Cummings of St. Louis Lodge No. 9 Benevolent and Protective Order of Elks, at 12481 Ladue Road, Creve Coeur, MO 63141, has submitted an application for a new conditional use permit to allow for an approximately 1,947 sq. ft. building addition and additional onsite parking spaces in the “A” Single Family Residential zoning district. Civic and Social Organizations (NAICS 813410) in residentially zoned districts are permitted as conditional uses with review and final approval by the City Council upon the recommendation of the Planning and Zoning Commission.

ADDITIONAL INFORMATION: On September 16, 2024 the Planning and Zoning Commission held a public hearing on this item and the item was continued until the October 21, 2024 meeting in order to address concerns raised by the neighbors and to address Staff comments. Revised plans have been submitted.

Key Issues:

- Does the request further the goals and/or implement the Comprehensive Plan?
- Is the request consistent with the required findings for a conditional use permit?
- Does the request follow the Design Guidelines?

Creve Coeur 2030 Plan References

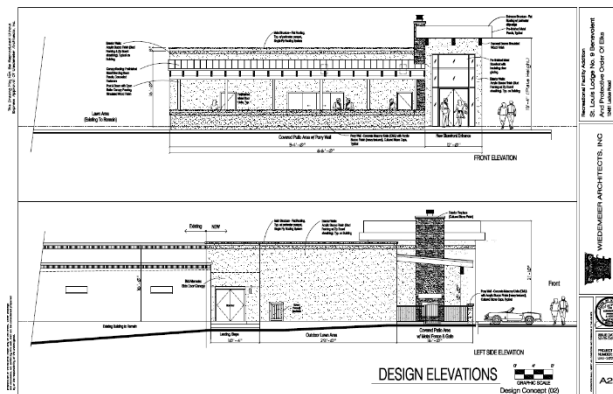
- Civic Place Type
- Design Guidelines

Zoning Code References

- Section 405.250: A-Single-Family Residential Zoning District
- Section 405.1070 Conditional Use Permits

APPLICANT: Tom Cummings
St. Louis Lodge No.9
Benevolent & Protective Order
of Elks
12481 Ladue Road
Creve Coeur, Mo 63141

REPRESENTATIVE: George M. Stock
Stock & Associates Consulting
Engineers, Inc.
257 Chesterfield Business Parkway
Chesterfield, Mo 63005



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

DATE: 10/17/24

ATTACHMENTS: Applicant's revised materials submitted October 16, 2024; Draft Ordinance

REVISIONS SINCE SEPTEMBER 16TH PLANNING AND ZONING COMMISSION

This application was continued from the September 16th Planning and Zoning Commission meeting in order for the applicant to address concerns raised by the Commission and the residents of Ladue Grove subdivision. The applicant has made changes to the application including extending the solid, 6 foot tall, vinyl fence the entire length of the parking stalls on the western property line shared with the residences of the Ladue Grove subdivision, eliminating the patio area extending past the western portion of the building and extending into the 50-foot buffer yard, and a landscaping plan showing the location and types of new landscaping proposed.

The changes submitted are discussed in detail below.

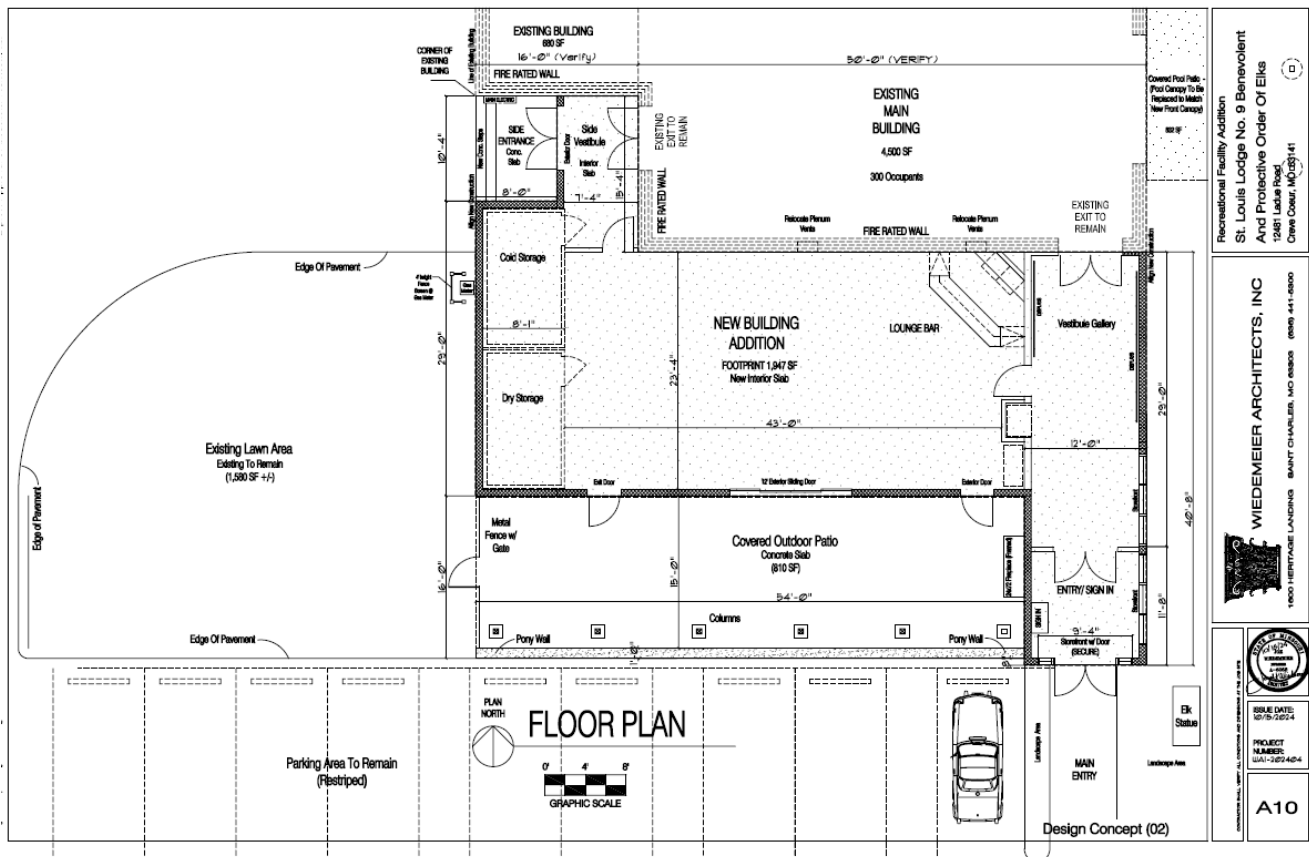


Figure 1: Proposed Floor Plan.

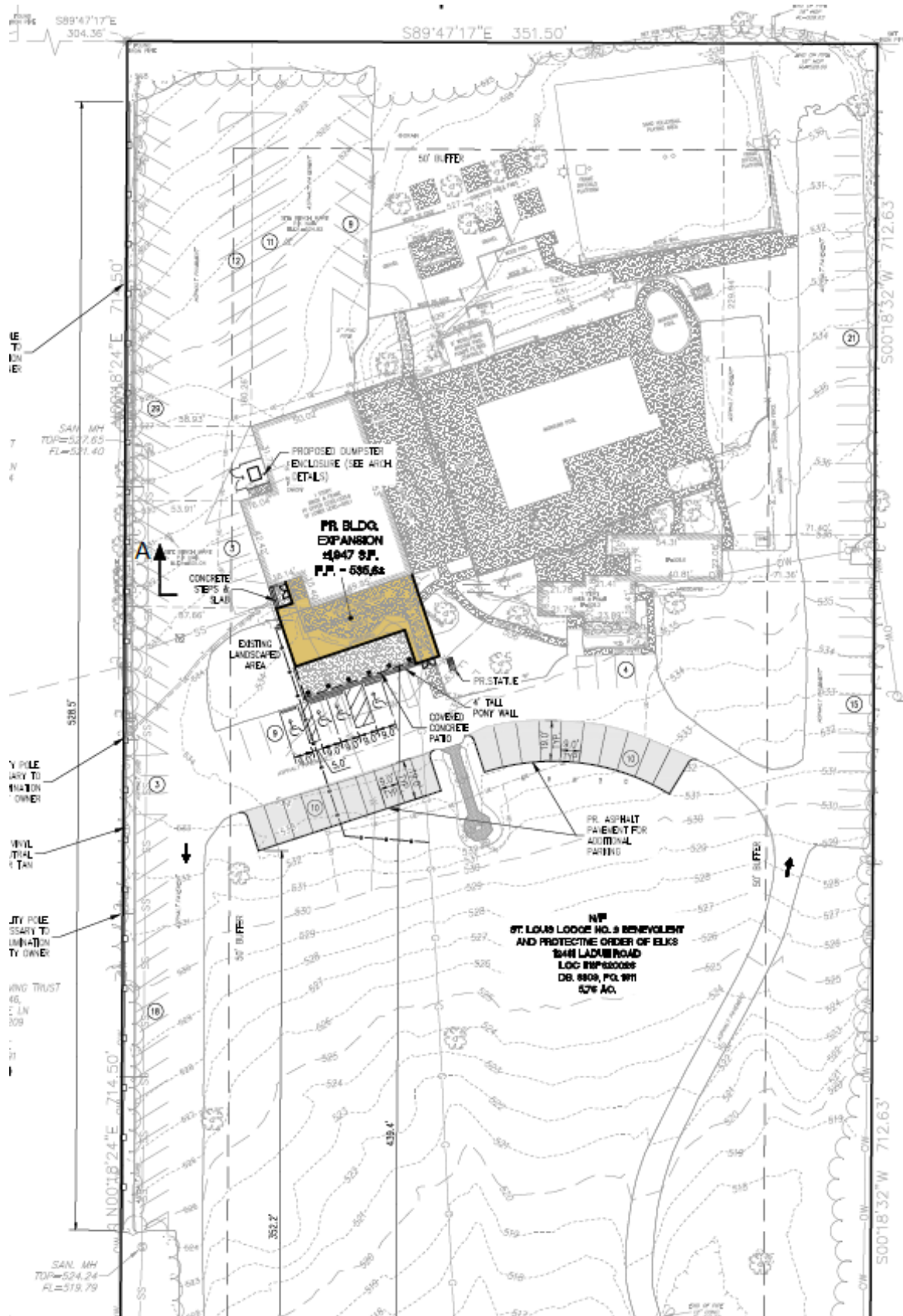


Figure 3: Proposed Addition Elevations.



Figure 4: Rendering of New Addition.

Fence

The Applicants have extended the 6-foot-tall sight-proof vinyl fence to a total of 585.5 feet to buffer the residences and provide headlight screening for the entirety of the parking lot. The fence will be khaki in color to blend in with the surrounding foliage. No additional landscaping is planned around the fence due to the limited space available between the parking lot and the property line; however, the Elks plan on saving as much as the existing foliage as possible. This revision to extend the fence addresses the requests from the residents and the Commission.



Figure 5: Fence Detail per Plans.

Landscaping:

The Applicants are relying on the combination of the existing vegetation and the new fencing to meet with the Code requirement in as much as the existing conditions will allow since a buffer cannot be provided on the west side of the property due to the existing parking lot. New landscaping is proposed along the entry sidewalk in front of the building but no plant types are provided. The landscaping plan shows that landscaping will be provided between the two sets of ten new parking spaces but no further plant information is provided. The landscaping buffer in front of the new parking spaces to reduce headlight glare is shown to include Burning Bush and boxwoods. Burning Bush is considered an invasive species and will need to be replaced with additional plant material. Staff has added a condition of approval that a final landscaping plan be provided for staff approval.

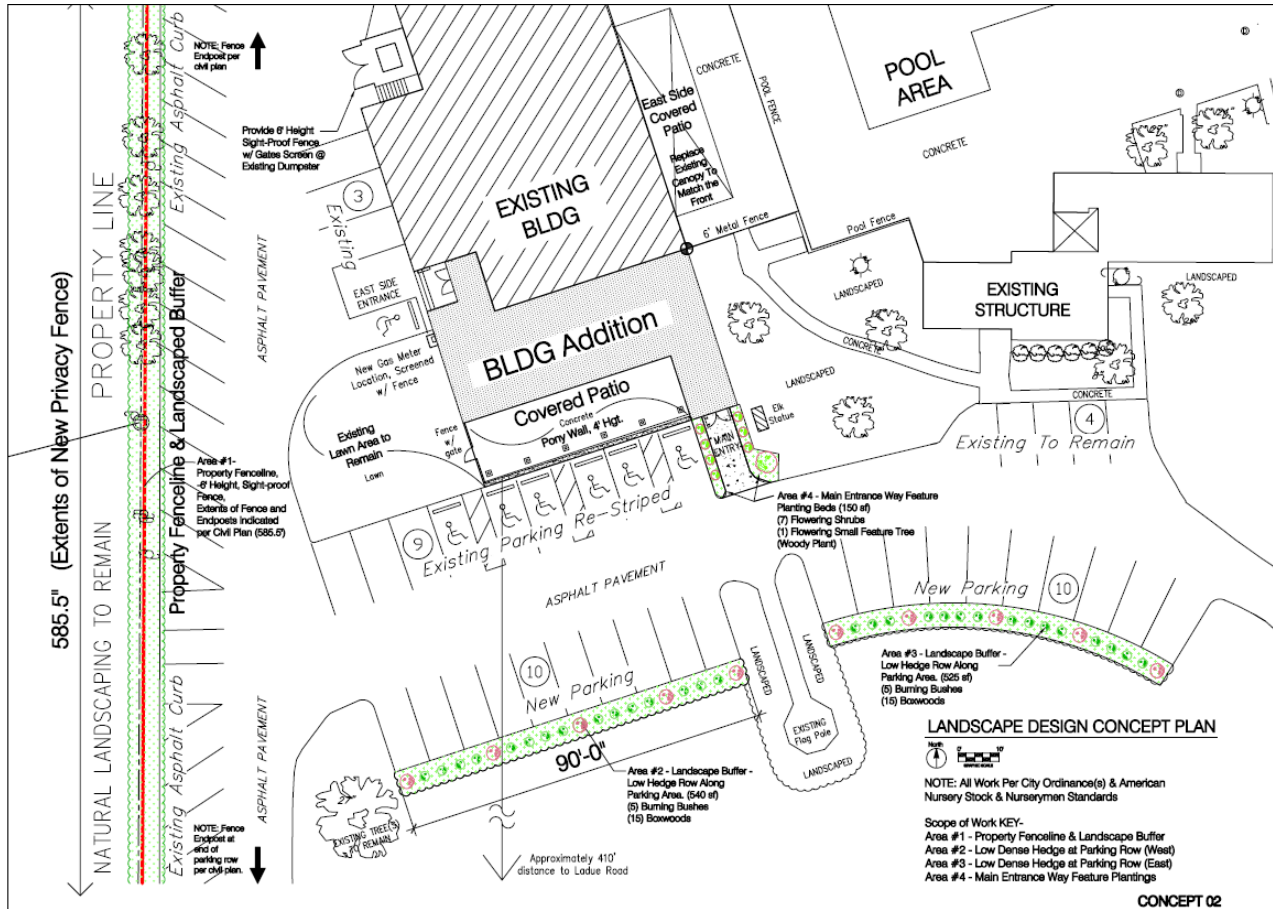


Figure 6: Landscaping Detail with Fence Location in Red.

Miscellaneous:

Revised elevations and renderings have been submitted to reflect the removal of the outside patio to the west of the addition. Staff is not aware of any additional changes to the elevations since the last meeting. In addition, the plans continue to show all existing lighting will be shielded to reduce glare onto adjacent properties.

CONCLUSION

Staff believes that the changes to the proposal including extending the fence along the western property line, removing the large patio area west of the building, and providing a landscaping plan address the concerns from the previous meeting

RECOMMENDATION

Based on the above analysis, the revised request for a new conditional use permit meets all of the requirements of the Comprehensive Plan and Zoning Ordinance as close as a such a project can while the acknowledging that there are pre-existing conditions from when the property was originally developed. The revised plans appear to address all prior concerns with respect to compatibility with the adjacent residential uses. In addition, conditions on the operational aspects of the use of the site have been included with this conditional use permit review, which will further address the compatibility concerns raised when this project was first proposed in 2018 and that were discussed at the last meeting. The following conditions of approval are proposed by staff to establish a new conditional use permit for the property which are included in the draft ordinance:

1. The Conditional Use Permit shall be for the operation of a Civic and Social Organization (NAICS 813410) for the Elks Lodge St. Louis #9 on the property addressed as 12481 Ladue Road.
2. Hours of operation are as follows: Elks Facility, Outdoors: Monday through Friday 8 AM to 11 PM, Saturday 8 AM to 12 Midnight; and, Sunday 9 AM to 11PM. Elks Facility, Indoors: Monday through Saturday 6:30 AM to 1:30 AM; and, Sunday, 9 AM to 12 Midnight.
3. The applicant is required to submit Grading Plans, showing all exterior improvements, for all new construction to the Department of Public Works for review, as required by Chapter 420 of the Land Disturbance Code. The Grading Plans shall be in substantial conformance with the "Site Development Plan," received October 16, 2024 as bound together and submitted in conjunction with Application #24-023, as submitted by Stock and Associates Consulting Engineers, Inc.
4. The Applicant is required to submit a Building Permit application, as required by Article II of the Building Code. Exterior elevations shall be in substantial conformance with the Elevations submitted on October 16, 2024 as bound together and submitted in conjunction with Application #24-023 by Wiedemeier Architects, Inc.
5. The Applicant shall submit a final Landscape Plan that complies with by Section 405.540 Landscaping Regulations for the Zoning Administrator's approval. The landscape plan shall remove the invasive Burning Bush as new landscaping. Vegetation that is totally or predominantly dead and/or disfigured due to disease or injury shall be replaced as needed.
6. The Trash encloser and property line fence shall be a six-foot-tall sight-proof vinyl fence in a neutral color to match the new fence on the western property line.
7. Lighting of the existing volleyball courts shall not extend beyond 11PM seven days a week.
8. Parking on lawns or other unimproved surfaces other than paved and striped spaces shall be prohibited, except as may be authorized by the Zoning Administrator as a Temporary Use pursuant to Section 405.480.
9. Any renting of the property shall remain subordinate to the primary use of the property as a membership-based fraternal organization.
10. No live music or speaker usage on the outside patio in front of the building shall occur past 9 PM, seven days a week.
11. Trash pickup shall be in conformance at all times with the allowable hours provided in Section 235.070.
12. All existing light fixtures shall be brought into conformance with Section 405.680. Any additional exterior lighting or future replacement lighting not included with this submittal shall require approval by the Planning and Zoning Commission pursuant to Section 405.680.B.1.
13. All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code.
14. Any future enlargement, extension, expansion or exterior alteration in the use of the structures or site must be approved by the City Council upon receipt of the recommendation of the Planning and Zoning Commission as an amendment to the Conditional Use Permit before a Building Permit for the enlargement, expansion or exterior alteration may be issued.
15. Failure to comply with any one or all of the conditions of this permit shall be adequate cause for the revocation of said permit by the City Council, provided, however, no permit shall be revoked without prior notice to the owner of the intention of the City Council to revoke this permit and reasonable time granted to the owner to correct or remedy any such breach of conditions, except for repeated breaches or violations.
16. No conditional use permit granted by the City Council shall be valid for a period longer than one year from the date it grants the conditional use permit, unless within such period: (1) a building permit is obtained and construction is begun; or (2) if a building permit is not required, an occupancy permit is obtained and the use of the building commenced. The City Council may grant extensions to the one (1) year period of not more than one hundred and eighty (180) days each, without notice or hearing, provided that a written request for such extension is filed by the original applicant and approved by the City Council prior to the date the conditional use permit is scheduled to expire.
17. Any transfer of ownership or lease of the property shall include in the transfer or lease agreement a provision that the purchaser or lessee agrees to be bound by the approved Site Development

Plan for the property and the conditions herein set forth, and written confirmation thereof signed by the new owner or lessee shall be filed with the City at the time of such transfer or lease. Failure to comply with this provision shall not excuse anyone from these conditions.

ACTION AND MOTION

If the Planning and Zoning Commission finds the attached draft conditional use permit amendment to be in conformance with the purposes and regulations of the Comprehensive Plan and Zoning Code, it may vote on a recommendation to the City Council. Any changes to the draft ordinance should be discussed and made by separate actions. The following is an example of an appropriate motion for this application:

“I move to recommend approval of Application #24-023 for a Conditional Use Permit and Site Development Plan approval for a new addition and parking lot expansion for the Elk’s Lodge of Creve Coeur located at 12481 Ladue Road subject to the conditions contained in the draft ordinance for the meeting of October 16, 2024” (conditions may be added, eliminated, or modified by preceding motion).

APPENDIX 1: COMPREHENSIVE PLAN

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

APPENDIX 2: ZONING CODE

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

Aerial Photo



APPENDIX 4: SITE PHOTOGRAPHS



Description:
Existing foliage
along west property
line.



Description:
Existing Elks
Lodge building.

	Description: Proposed location of new parking stall.
	Description: Proposed addition location.

St. Louis Elks Lodge No.9 Resubmission Adjustments

The St. Louis Elks Lodge No. 9, a Benevolent and Protective Order of Elks, is a not-for-profit organization that strives to support the Creve Coeur Community since 1966. The Elks have met with the neighbors to the west in Ladue Grove Subdivision to understand how the Elks Lodge can help them enjoy the use of their property while allowing the Elks to use its property to further its goals of supporting veterans, youth activities, scholarships, and community services. To that end, St. Louis Elks Lodge No. 9 feels the following adjustments that will be made to the requests of the Ladue Grove neighborhood will accomplish the needs of both the neighborhood and the Elks.

Ladue Grove Requests	Adjustments	Agreements
Reduce light infiltration from parking lot lighting	Ameren will change light fixtures to shielded units	Ladue Grove Neighbors on 9/30/24
Reduce light infiltration from parked cars	Install 585.5 lf of 6' high sight proof vinyl fencing in a khaki color along entire west parking stalls	Ladue Grove Neighbors on 9/30/24 and CC Planning & Zoning Recommendation on 9/16/24
Concern with noise of new west patio	Eliminate west outside patio closing end of outside covered patio with fence/gate	Ladue Grove Neighbors on 9/30/24
Modify parking direction in north lot to redirect car lights	Not feasible for the lodge operation	None

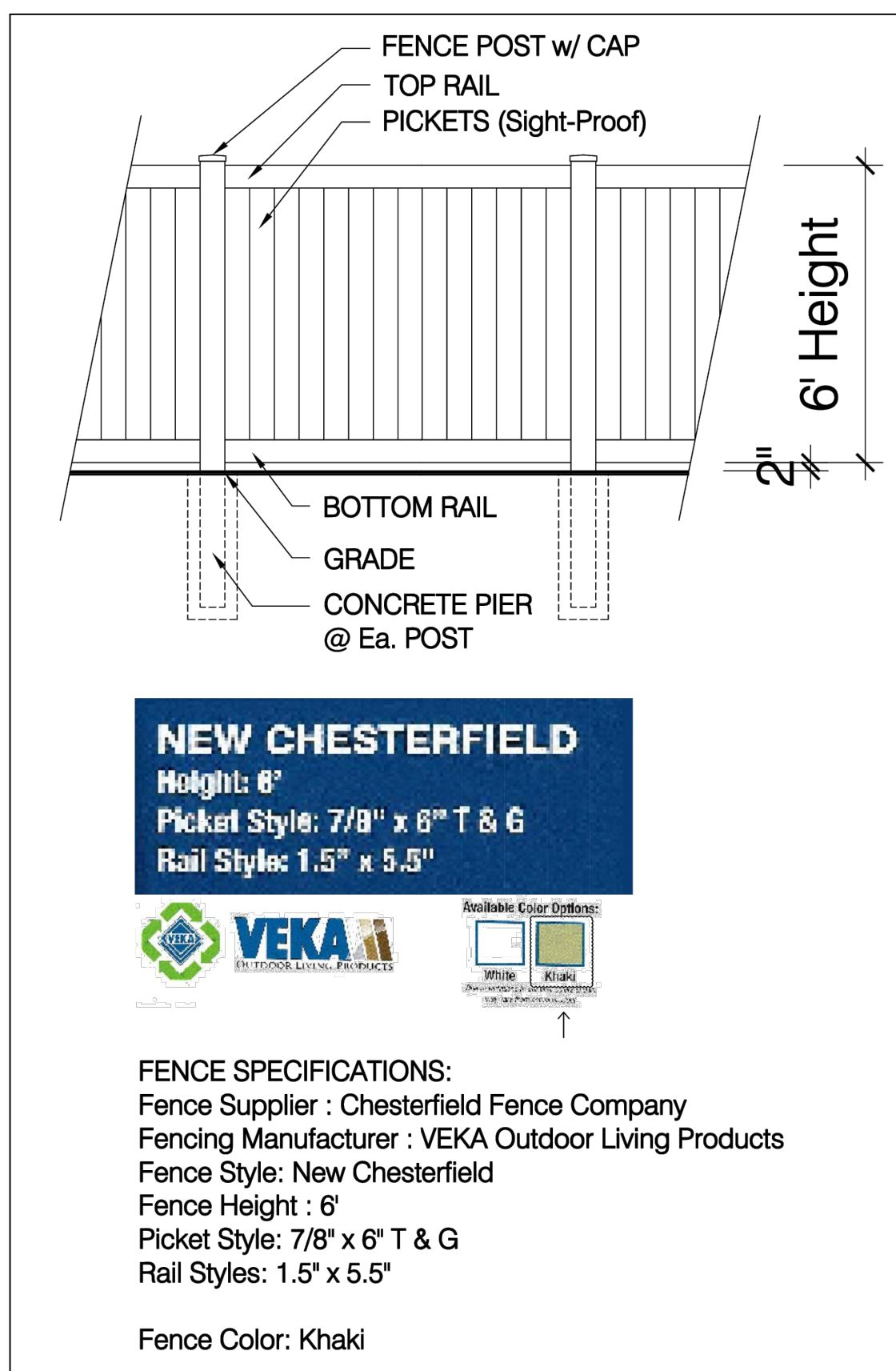
SITE DEVELOPMENT PLAN FOR ELKS LODGE #9 - EXPANSION PROJECT 12481 LADUE ROAD, CREVE COEUR, MO 63141

A TRACT OF LAND BEING PART OF LOT 1 OF "SAMUEL PHELPS ESTATES", P.B. 4, PG. 55,
TOWNSHIP 45 NORTH, RANGE 5 EAST OF THE FIFTH PRINCIPAL MERIDIAN ST. LOUIS COUNTY, MISSOURI



SHEET INDEX

C1	SITE DEVELOPMENT PLAN
C2	EXISTING CONDITIONS & DEMOLITION PLAN
C3	ENLARGED PLAN
C4	SITE CROSS SECTIONS
C5	SITE PHOTOMETRIC PLAN



SITE INFORMATION

TOTAL LOT AREA:	5.76± AC.
TOTAL DISTURBED AREA:	0.27± AC.
CURRENT OWNER:	ST. LOUIS LODGE NO. 9 BENEVOLENT AND PROTECTIVE ORDER OF ELKS 12481 LADUE ROAD 63141 18P620026
SITE ADDRESS:	29189C0187K & 29189C0189K (REVISED FEBRUARY 4, 2015)
LOCATOR NO:	PAGE 23, GRID 19X
FEMA FLOOD MAP:	"A" SINGLE FAMILY RESIDENTIAL
EXISTING ZONING:	RECREATIONAL FACILITY
PROPOSED USE:	CREVE COEUR
FIRE DISTRICT:	PARKWAY SCHOOL DISTRICT
SCHOOL DISTRICT:	METROPOLITAN ST. LOUIS SEWER DISTRICT
SEWER DISTRICT:	MERAMEC RIVER
WATER SHED:	MISSOURI AMERICAN WATER COMPANY
WATER SERVICE:	SPIRE INC.
GAS SERVICE:	AMEREN MISSOURI
ELECTRIC SERVICE:	AT&T
PHONE SERVICE:	CHARTER COMMUNICATIONS
CABLE SERVICE:	

PARKING CALCULATIONS

PUBLIC OR PRIVATE COMMERCIAL OPERATED RECREATIONAL COMPLEXES AND ASSOCIATED STRUCTURES PER CODE SECTION 405.820 (H.7.e) @ 5 PER GROSS ACRE PLUS 1 PER 100 SQ. FT. OF FLOOR AREA FOR ASSOCIATED SUPPORT BUILDINGS

REQUIRED =	(5*5.76 A.C.) + (9,141 SQ. FT. / 100 SQ. FT.) = 121 SPACES
EXISTING PARKING	= 135 SPACES (INCLUDING 2 TOTAL ADA SPACES)
PROPOSED PARKING	= 154 SPACES (INCLUDING 6 TOTAL ADA SPACES)
TOTAL REQUIRED =	121 SPACES MIN.
TOTAL PROVIDED =	154 SPACES (INCLUDING 6 H.C. SPACES)

FLOOR AREA RATIO (FAR)

EXISTING -	EX. BUILDING AREA = 7,194 S.F. FAR = 7,194 / 250,808 S.F. = 0.0286
PROPOSED -	EX. BUILDING AREA = 7,194 S.F. PR. BUILDING AREA = 1,947 S.F. FAR = (9,141 S.F. / 250,808 S.F.) = 0.0364

SITE COVERAGE

EXISTING CONDITIONS	7,194 S.F.
BUILDING AREA:	59,600 S.F.
ALL OTHER IMPERVIOUS AREA:	184,014 S.F.
OPEN SPACE AREA:	
SITE COVERAGE CALCULATION:	(BUILDING + PAVEMENT AREA)/(TOTAL AREA) = (66,794 S.F.)/(250,808 S.F.) = ±26.6%
PROPOSED CONDITIONS	9,141 S.F.
BUILDING AREA:	63,253 S.F.
ALL OTHER IMPERVIOUS AREA:	178,767 S.F.
OPEN SPACE AREA:	
SITE COVERAGE CALCULATION:	(BUILDING + PAVEMENT AREA)/(TOTAL AREA) = (72,394 S.F.)/(250,808 S.F.) = ±28.9%
PER ORDINANCE NO. 5902, MAXIMUM SITE COVERAGE SHALL BE ALLOWED UP TO FORTY (40) PERCENT.	

LEGAL DESCRIPTION

A TRACT OF LAND BEING PART OF LOT 1 OF "SAMUEL PHELPS ESTATES", P.B. 4, PG. 55, TOWNSHIP 45 NORTH, RANGE 5 EAST OF THE FIFTH PRINCIPAL MERIDIAN, ST. LOUIS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

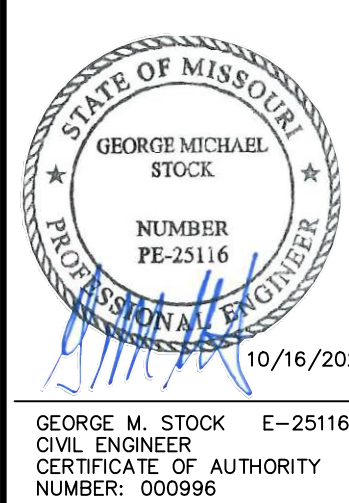
BEGINNING AT THE SOUTHEAST CORNER OF LOT 2 OF "LADUE GROVE", A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 278, PAGE 91 OF THE ST. LOUIS COUNTY RECORDS; THENCE ALONG THE EAST LINE OF SAID "LADUE GROVE", NORTH 00 DEGREES 18 MINUTES 24 SECONDS EAST 714.50 FEET TO A POINT ON THE SOUTH LINE OF "LADUE LAKE ESTATES PLAT FIVE", A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 167, PAGES 28-29 OF SAID RECORDS; THENCE ALONG THE SOUTH LINE OF SAID "LADUE LAKE ESTATES PLAT FIVE", SOUTH 89 DEGREES 47 MINUTES 17 SECONDS EAST 351.50 FEET TO A POINT ON THE WEST LINE OF PROPERTY DESCRIBED IN BOOK 6824, PAGE 1504 OF SAID RECORDS; THENCE ALONG THE WEST LINE OF SAID PROPERTY DESCRIBED IN BOOK 6824, PAGE 1504, SOUTH 00 DEGREES 18 MINUTES 32 SECONDS WEST 712.63 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF LADUE ROAD, 60 FEET WIDE; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF LADUE ROAD, 60 FEET WIDE, SOUTH 89 DEGREES 54 MINUTES 27 SECONDS WEST 351.48 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.76 ACRES.

GENERAL NOTES

- EXISTING BOUNDARY AND TOPO BY FRAZIER LAND SURVEYING SERVICES, INC.
- THIS PLAN IS FOR THE EXCLUSIVE USE OF ELKS LODGE. IT IS NOT INTENDED TO BE USED FOR CONSTRUCTION BUT RATHER FOR CONCEPT AND QUANTITY TAKE-OFFS. NO UTILITY RESEARCH OR COORDINATION HAS BEEN PERFORMED BY STOCK & ASSOCIATES.
- ALL WORK SHALL COMPLY WITH CITY OF CREVE COEUR STANDARDS AND SPECIFICATIONS.

ELK'S LODGE #9 - EXPANSION PROJECT

12481 LADUE ROAD
ST. LOUIS, MISSOURI 63141

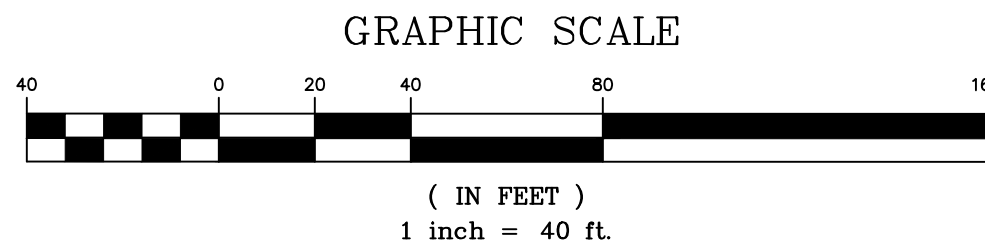


REVISIONS:	
1	08/16/24 SIP SUBMITAL #1
2	08/16/24 SIP SUBMITAL #2
3	08/16/24 SIP SUBMITAL #3
4	08/16/24 SIP SUBMITAL #4

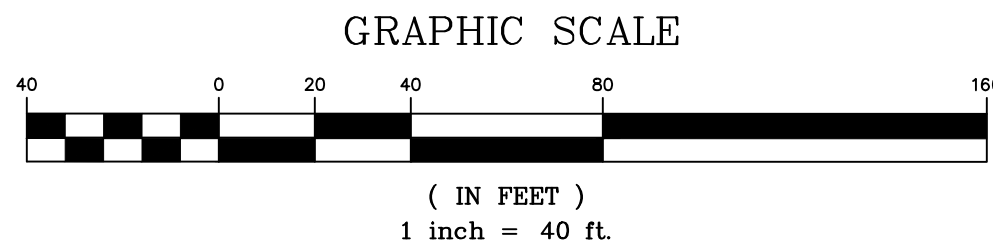
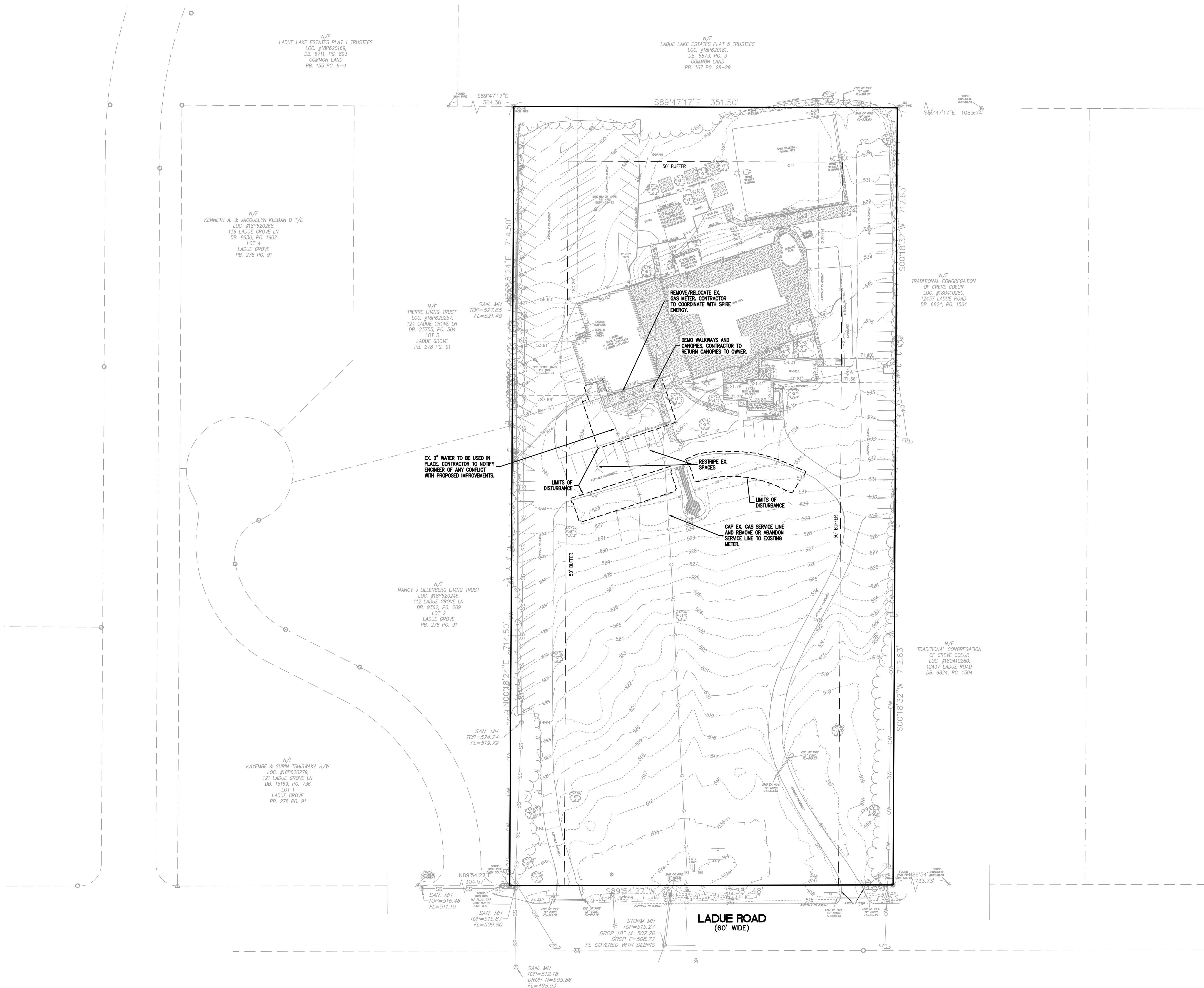
DATE:	08-16-2024	JOB NO:	2023-7477
W.S.D. P. #	---	BASE MAP #	18-P
S.L.C. HAT #	---	HAT S.U.P. #	---
W.D.N.R. #	---		
SHEET TITLE:	SITE DEVELOPMENT PLAN		
SHEET NO.:	C1		

PREPARED BY:
STOCK & ASSOCIATES CONSULTING ENGINEERS, INC.
257 CHESTERFIELD BUSINESS PARKWAY
ST. LOUIS, MO 63005
PH. (636) 530-9100, FAX (636) 530-9130
EMAIL: GENERAL@STOCKASSOC.COM
WEB: WWW.STOCKASSOC.COM

OWNER INFORMATION:
ST. LOUIS NO. 9 BENEVOLENT AND PROTECTIVE ORDER OF ELKS
12481 LADUE ROAD
ST. LOUIS MO 63141
ATTENTION: MR. TOM CUMMINGS
PHONE: (314) 287-3110



STOCK & ASSOCIATES, INC. 257 Chesterfield Business Parkway, St. Louis, MO 63005 PH: (636) 530-9000 FAX: (636) 530-9000 E-MAIL: gmoore@stockassoc.com Web: www.stockassoc.com



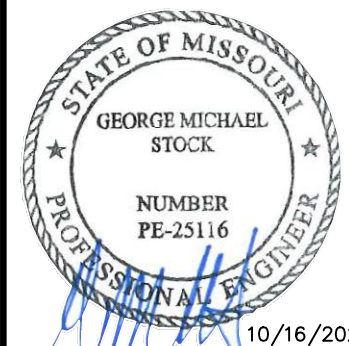
PREPARED BY:

STOCK & ASSOCIATES
Consulting Engineers, Inc.

SITE DEVELOPMENT PLAN FOR:

ELK'S LODGE #9 - EXPANSION PROJECT

12481 LADUE ROAD
ST. LOUIS, MISSOURI 63141



GEORGE M. STOCK E-25116
CIVIL ENGINEER
CERTIFICATE OF AUTHORITY
NUMBER: 000986

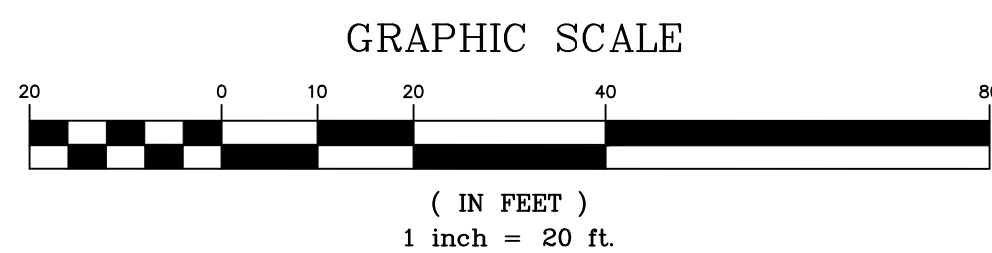
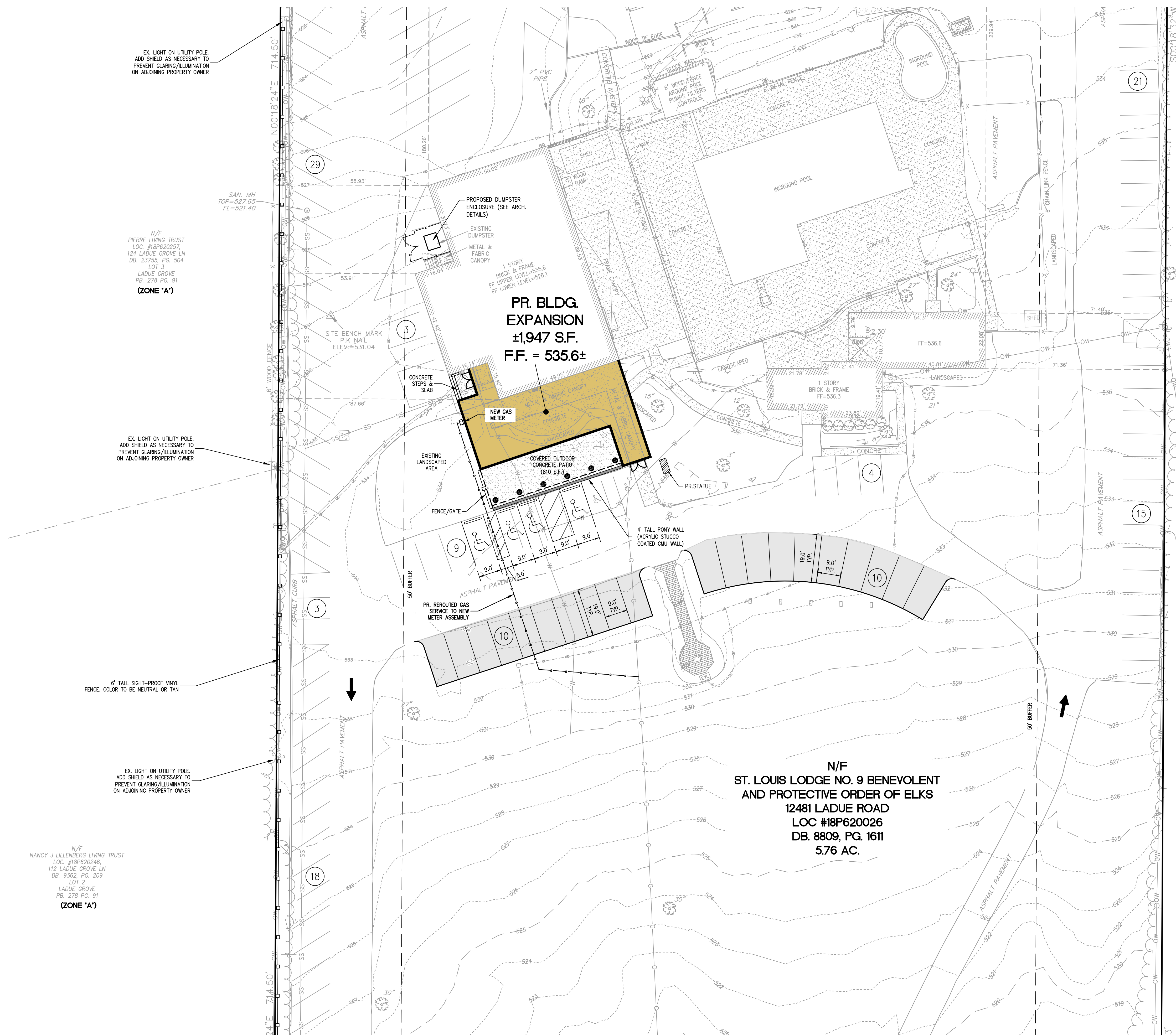
REVISIONS:

- 08/16/24 SIP SUBMITTAL #1
- 08/16/24 SIP SUBMITTAL #2
- 08/16/24 SIP SUBMITTAL #3
- 08/16/24 SIP SUBMITTAL #4

DRAWN BY:	C.M.S.
DATE:	08-16-2024
M.S.D. P. #	18-P
S.L.C. HAT #	HAT S.U.P. #

SHEET TITLE:	EXISTING CONDITIONS & DEMOLITION PLAN
SHEET NO.:	C2

257 Chesterfield Business Parkway
St. Louis, MO 63005 PH: (636)
530-9000 FAX: (636) 530-9000
E-MAIL: gmoore@stockassoc.com
Web: www.stockassoc.com



PREPARED BY:

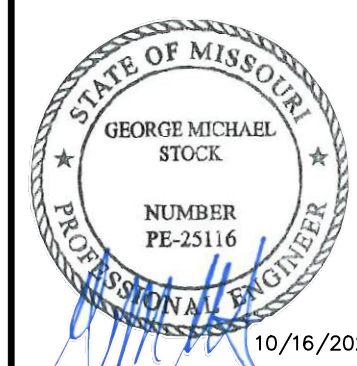
STOCK & ASSOCIATES
Consulting Engineers, Inc.

257 Chesterfield Business Parkway
St. Louis, MO 63005 PH: (636) 530-9000 FAX: (636) 530-9001
e-mail: general@stockassc.com
Web: www.stockassc.com

SITE DEVELOPMENT PLAN FOR:

ELK'S LODGE #9 - EXPANSION PROJECT

12481 LADUE ROAD
ST. LOUIS, MISSOURI 63141

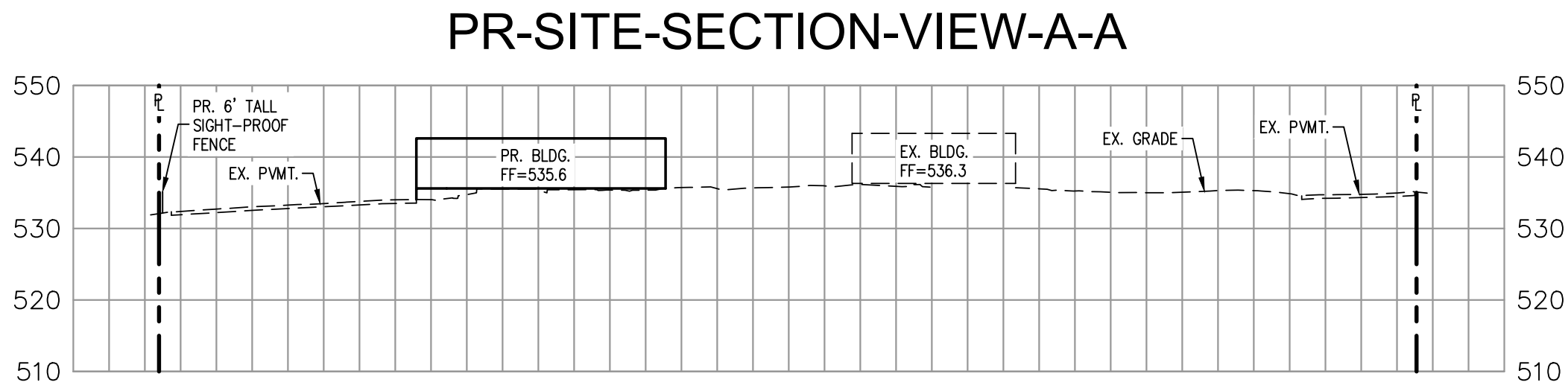


GEORGE M. STOCK E-25116
CIVIL ENGINEER
CERTIFICATE OF AUTHORITY
NUMBER: 000986

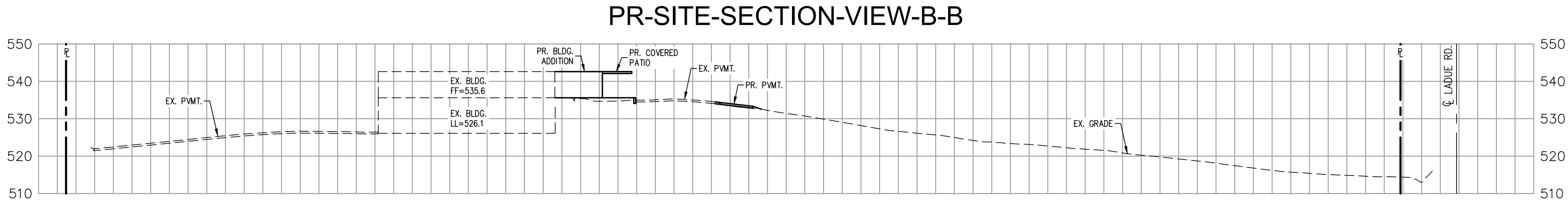
REVISIONS:

- 08/16/24 SIP SUBMITTAL #1
- 08/16/24 SIP SUBMITTAL #2
- 10/15/24 SIP SUBMITTAL #3
- 10/16/24 SIP SUBMITTAL #4

DRAWN BY: T.P.G.	CHECKED BY: G.M.S.
DATE: 08-16-2024	JOB NO. 2023-7477
M.S.D. P.#	SCALE MAP #
S.L.C. HAT #	HAT S.U.P. #
M.D.N.R. #	
SHEET TITLE: ENLARGED PLAN	
SHEET NO.: C3	



SITE SECTION A-A
HORIZONTAL SCALE: 1" = 40'
VERTICAL SCALE: 1" = 40'



SITE SECTION B-B
HORIZONTAL SCALE: 1" = 40'
VERTICAL SCALE: 1" = 40'

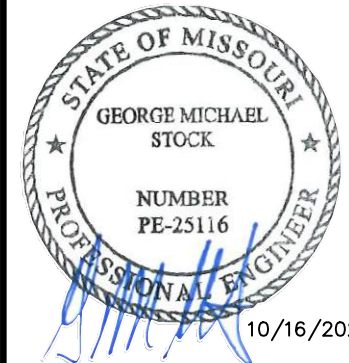
PREPARED BY:

STOCK & ASSOCIATES
Consulting Engineers, Inc.
257 Chesterfield Business Parkway
St. Louis, MO 63005 PH: (636) 530-9000 FAX: (636) 530-9000
e-mail: general@stockassoc.com Web: www.stockassoc.com

SITE DEVELOPMENT PLAN FOR:

ELK'S LODGE #9 - EXPANSION PROJECT

12481 LADUE ROAD
ST. LOUIS, MISSOURI 63141



GEORGE M. STOCK E-25116
CIVIL ENGINEER
CERTIFICATE OF AUTHORITY
NUMBER: 000986

REVISIONS:

- 08/16/24 SFP SUBMITTAL #1
- 08/16/24 SFP SUBMITTAL #2
- 08/16/24 SFP SUBMITTAL #3
- 08/16/24 SFP SUBMITTAL #4

DRAWN BY: T.P.G.	CHECKED BY: G.M.S.
DATE: 08-16-2024	JOB NO. 2023-7477
M.S.D. P. #	BASE MAP #
S.L.C. H&T #	H&T S.U.P. #
M.D.N.R. #	

SHEET TITLE:
SITE CROSS
SECTIONS

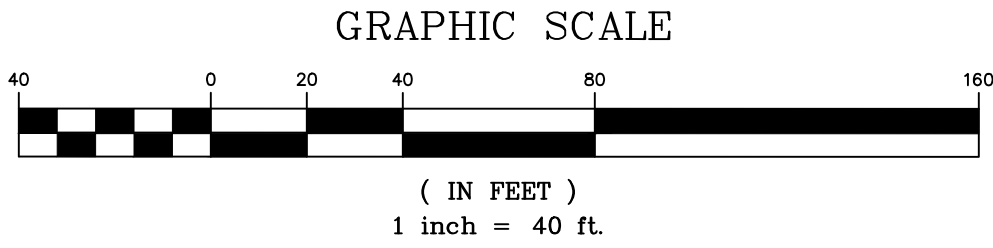
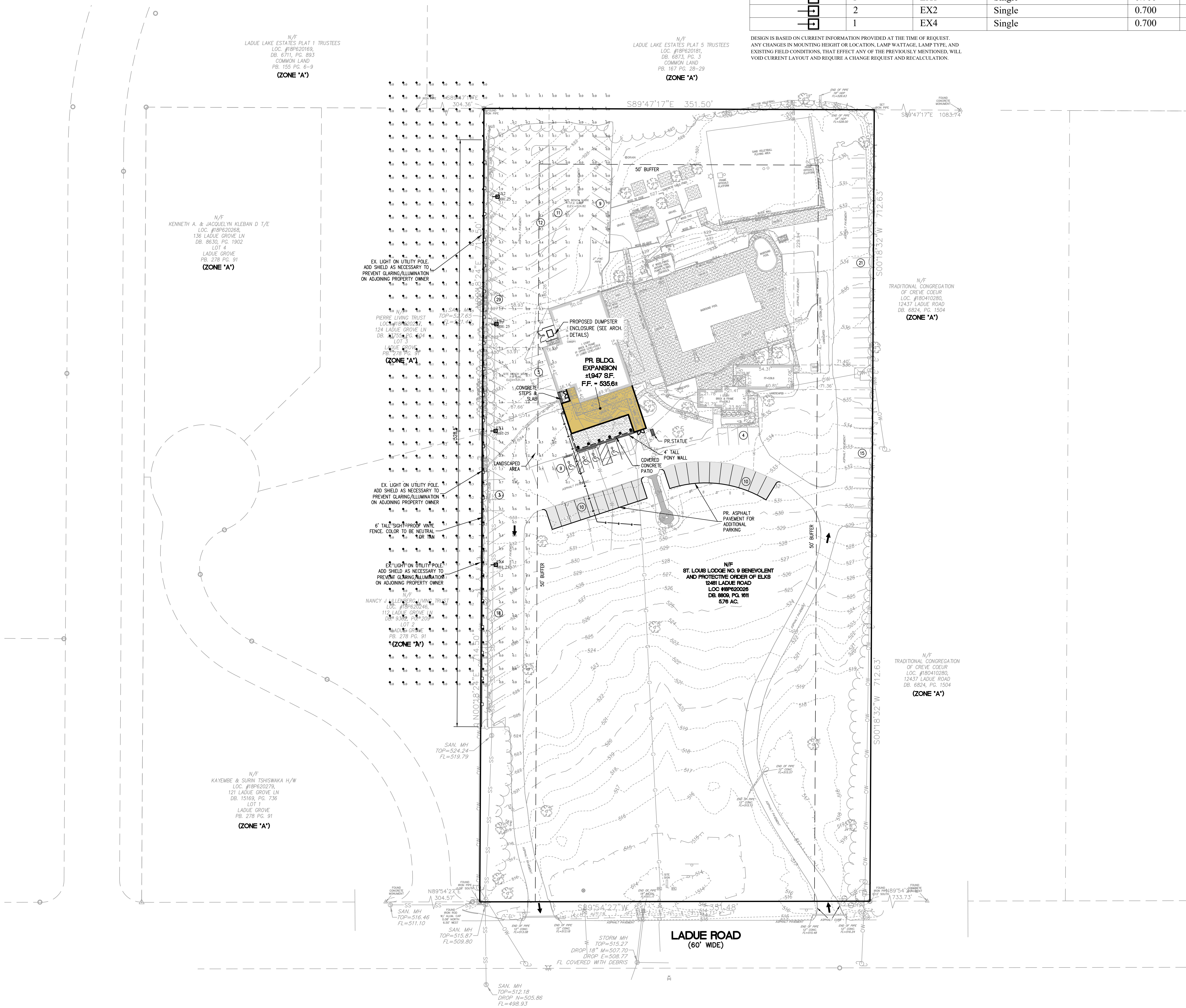
SHEET NO.:
C4

LIGHT LEVELS CALCULATED ON THE GROUND

Calculation Summary						
Label	CalcType	Units	Avg	Max	Min	Avg/Min
SITE	Illuminance	Fc	0.56	4.4	0.0	N.A.
SPILL LIGHT	Illuminance	Fc	0.15	2.8	0.0	N.A.

Luminaire Schedule							
Symbol	Qty	Label	Arrangement	LLF	Lum. Watts	Total Watts	Description
	1	EX1	Single	0.700	250	250	EXISTING 250W HPS AMEREN FIXT.
	2	EX2	Single	0.700	175	350	EXISTING 175W HPS AMEREN FIXT.
	1	EX4	Single	0.700	100	100	EXISTING 100W HPS AMEREN FIXT.

DESIGN IS BASED ON CURRENT INFORMATION PROVIDED AT THE TIME OF REQUEST. ANY CHANGES IN MOUNTING HEIGHT OR LOCATION, LAMP WATTAGE, LAMP TYPE, AND EXISTING FIELD CONDITIONS, THAT EFFECT ANY OF THE PREVIOUSLY MENTIONED, WILL VOID CURRENT LAYOUT AND REQUIRE A CHANGE REQUEST AND RECALCULATION.



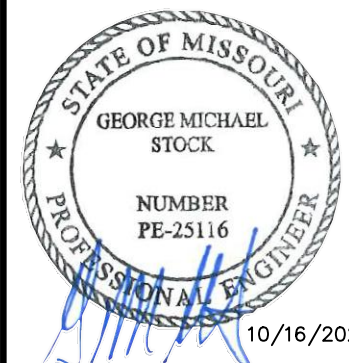
PREPARED BY:

STOCK & ASSOCIATES
Consulting Engineers, Inc.
257 Chesterfield Business Parkway
St. Louis, MO 63005 PH: (636)
590-9000 FAX: (636) 590-9000
e-mail: general@stockassc.com
Web: www.stockassc.com

SITE DEVELOPMENT PLAN FOR:

ELK'S LODGE #9 - EXPANSION PROJECT

12481 LADUE ROAD
ST. LOUIS, MISSOURI 63141



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

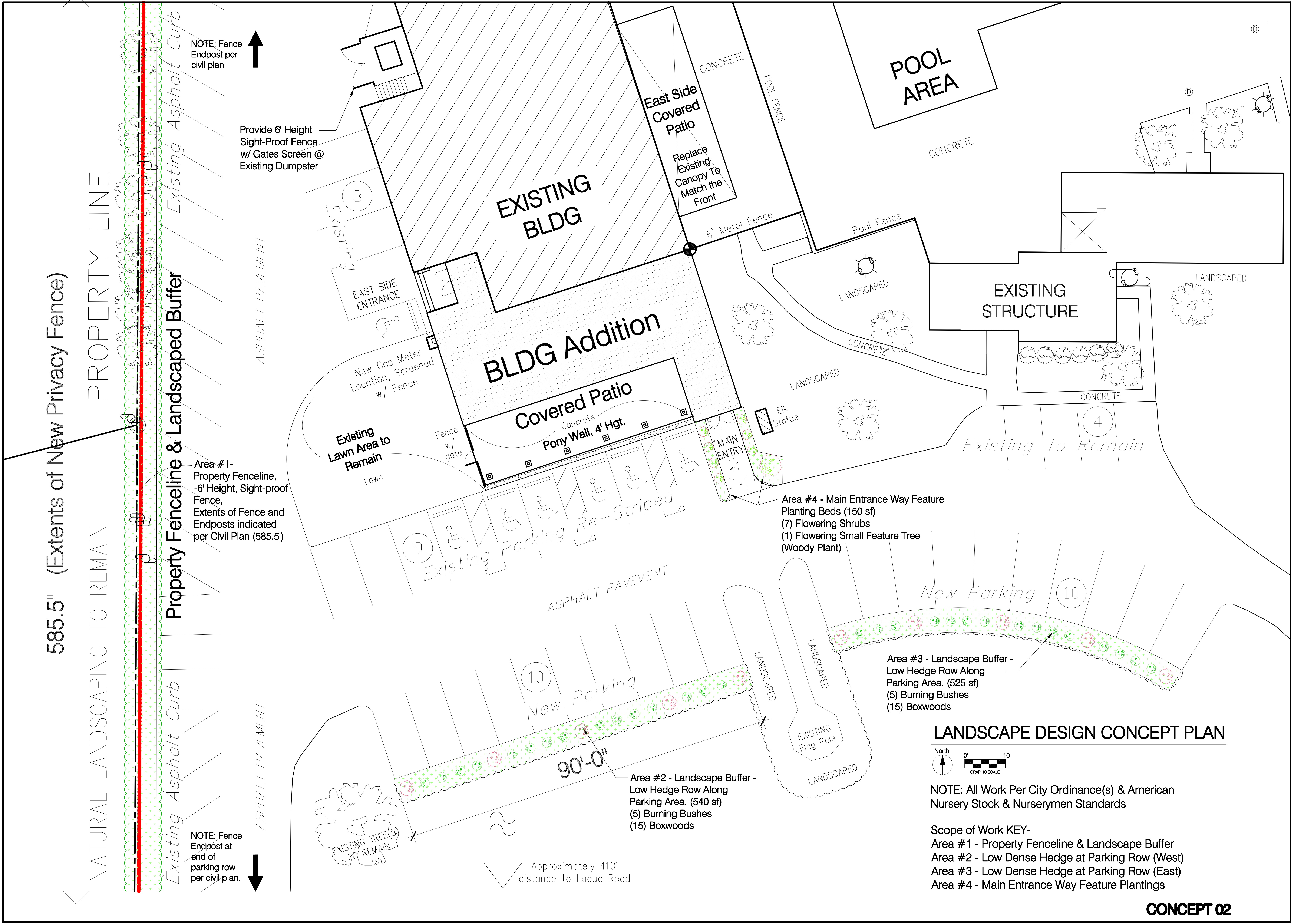
REVISIONS:

- 08/16/24 SPP SUBMITTAL #1
- 08/16/24 SPP SUBMITTAL #2
- 08/16/24 SPP SUBMITTAL #3
- 08/16/24 SPP SUBMITTAL #4

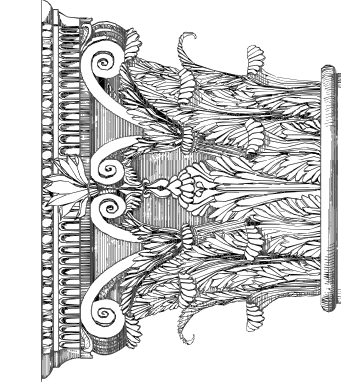
DRAWN BY: T.P.G.
CHECKED BY: G.M.S.
DATE: 08-16-2024
JOB NO: 2023-7477
M.S.D. P.#: 18-P
S.L.C. HAT.#: HAT S.U.P.#

SHEET TITLE: SITE PHOTOMETRIC PLAN

SHEET NO.: C5



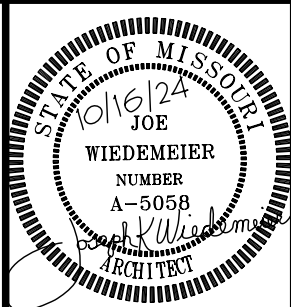
WIEDEMEIER ARCHITECTS, INC



1600 HERITAGE LANDING SAINT CHARLES, MO 63303 (636) 441-5300

Building Addition
Order Of Elks
St. Louis Lodge #9

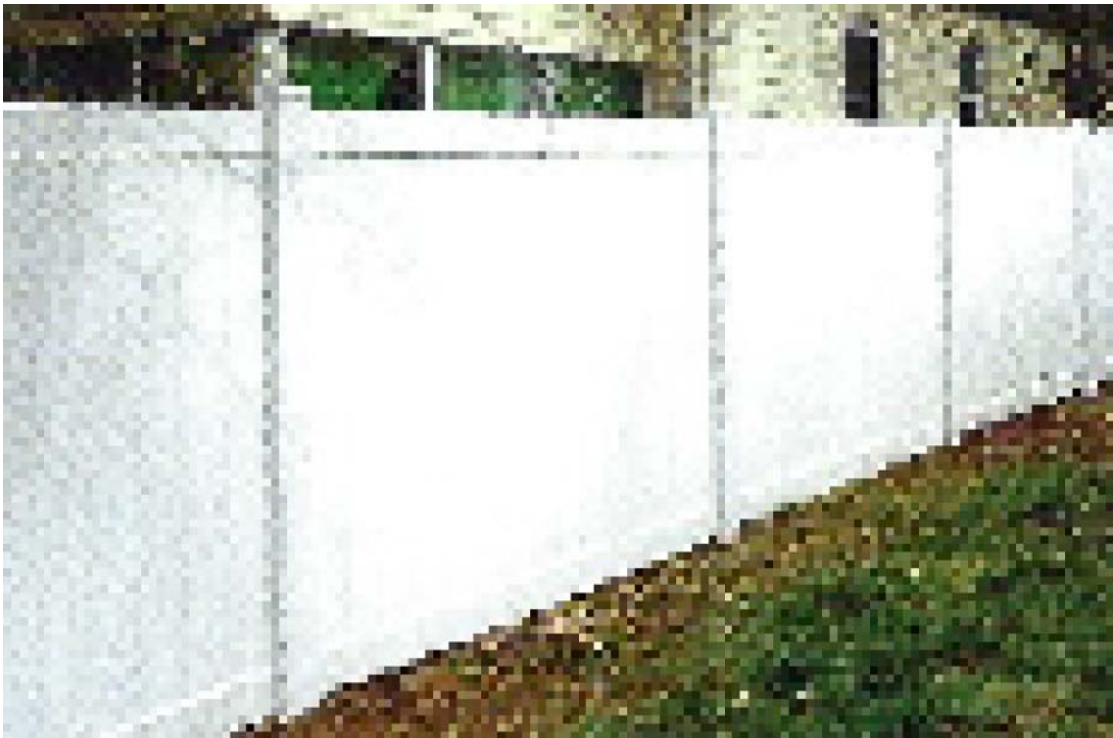
12481 Ladue Rd
Creve Coeur, MO 63141



ISSUE DATE:
10/15/2024

PROJECT NUMBER:
WAI-2023024

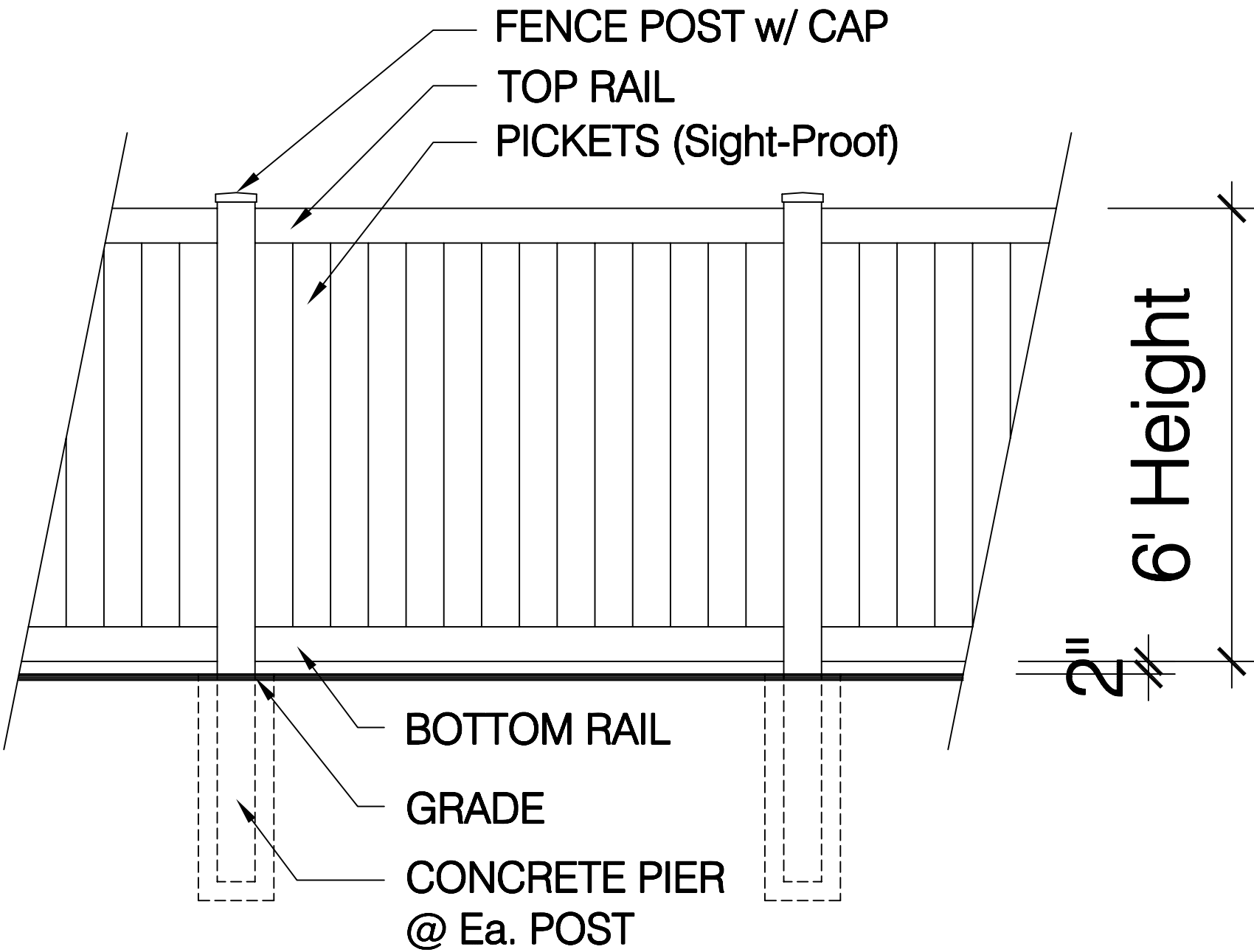
L-1



Manufacturer's Example Photo illustrating
New Chesterfield Style
NOTE: Fence Color Shall Be Khaki



Manufacturer's Example Photo illustrating
New Chesterfield Style
NOTE: Fence Color Shall Be Khaki



NEW CHESTERFIELD

Height: 6'

Picket Style: 7/8" x 6" T & G

Rail Style: 1.5" x 5.5"

VEKA
OUTDOOR LIVING PRODUCTS

Available Color Options:

White

Khaki

FENCE SPECIFICATIONS:
Fence Supplier : Chesterfield Fence Company
Fencing Manufacturer : VEKA Outdoor Living Products
Fence Style: New Chesterfield
Fence Height : 6'
Picket Style: 7/8" x 6" T & G
Rail Styles: 1.5" x 5.5"

Fence Color: Khaki

ADDITIONAL FENCE NOTES:

- NEW PRIVACY FENCE SHALL BE 6' HEIGHT LOCATED WITHIN THE EXISTING NATURAL LANDSCAPE BUFFER (4'-6' Width +/-) BETWEEN PROPERTIES.
- Provide 6 inch (nominal) offset between Property Line and Finish Face of Fence.
- The FINISH SIDE of the Fence Facing WEST.
- ALL WORK SHALL BE PROVIDED IN COMPLIANCE WITH CITY ORDINANCES

PROPOSED FENCE SYSTEM ALONG
PROPERTY LINE & DUMPSTER SCREEN

CONCEPT 02

Building Addition

Order Of Elks

St. Louis Lodge #9

12481 Ladue Rd

Creve Coeur, MO 63141

WIEDEMEIER ARCHITECTS, INC

1600 HERITAGE LANDING SAINT CHARLES, MO 63303 (636) 441-5300

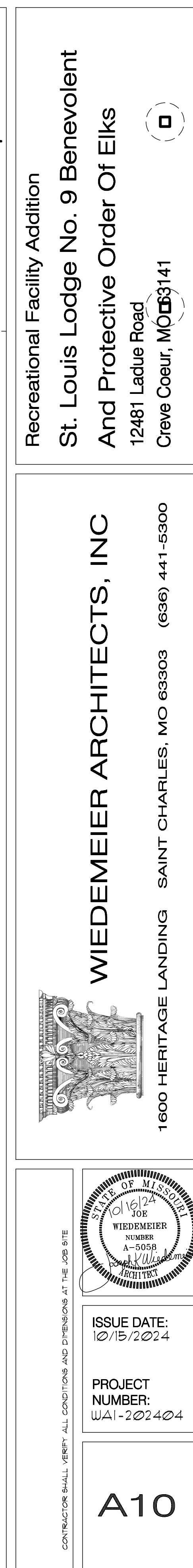
CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS AT THE JOB SITE

STATE OF MISSOURI
JUL 15 2024
JOB
WIEDEMEIER
NUMBER
A-5058
BY: [Signature]
DATE: 10/15/24

ISSUE DATE:
10/15/2024

PROJECT
NUMBER:
WA1-202304

L-2



Lawn Area
(Existing To Remain)

Exterior Walls:
Acrylic Stucco Finish (Stud
Framing & Zip Board
sheathing). Typical on
Building

Canopy Roofing: Prefinished
Metal Standing Seam
Panels, Concealed
Fasteners
Post & Beam with Open
Rafter Canopy Framing,
Simulated Wood Finish

Prefinished
Metal Door
Units, Typ.

Main Structure - Flat Roofing,
Typ. w/ perimeter parapet,
Single Ply Roofing System

Entrance Structure - Flat
Roofing w/ perimeter
drip-edge
Pre-finished Metal
Fascia, Typical

Exposed Beams Simulated
Wood Finish

Pre-finished Metal
Storefront with
insulating clear
glazing.

Exterior Walls:
Acrylic Stucco Finish (Stud
Framing w/ Zip Board
sheathing). Typ. on Building

Covered Patio Area w/ Pony Wall

Pony Wall - Concrete Masonry Units (CMU) with Acrylic
Stucco Finish (heavy textured), Cultured Stone Caps,
Typical

New Storefront Entrance

FRONT ELEVATION

Existing Building to Remain

Existing NEW

Bid Alternate:
Side Door Canopy

Side Door

Main Structure - Flat Roofing,
Typ. w/ perimeter parapet,
Single Ply Roofing System

Exterior Walls:
Acrylic Stucco Finish (Stud
Framing w/ Zip Board
sheathing). Typ. on Building

Exterior Fireplace
(Cultured Stone Finish)

Pony Wall - Concrete Masonry Units (CMU)
with Acrylic Stucco Finish (heavy textured),
Cultured Stone Caps, Typical

Front

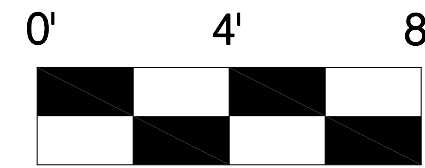
Landing, Steps
10'-4"

Outdoor Lawn Area
29'-0"

Covered Patio Area
w/ Metal Fence & Gate
16'-0"

LEFT SIDE ELEVATION

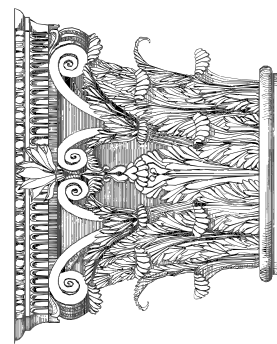
DESIGN ELEVATIONS



Design Concept (02)

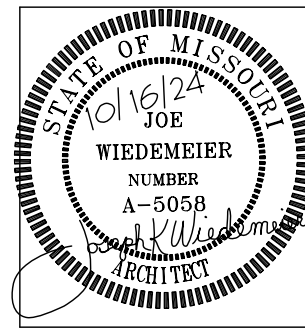
Recreational Facility Addition

St. Louis Lodge No. 9 Benevolent
And Protective Order Of Elks
12481 Ladue Road
Creve Coeur, MO 63141



WIEDEMEIER ARCHITECTS, INC

1600 HERITAGE LANDING SAINT CHARLES, MO 63303 (636) 441-5300



ISSUE DATE:
10/15/2024

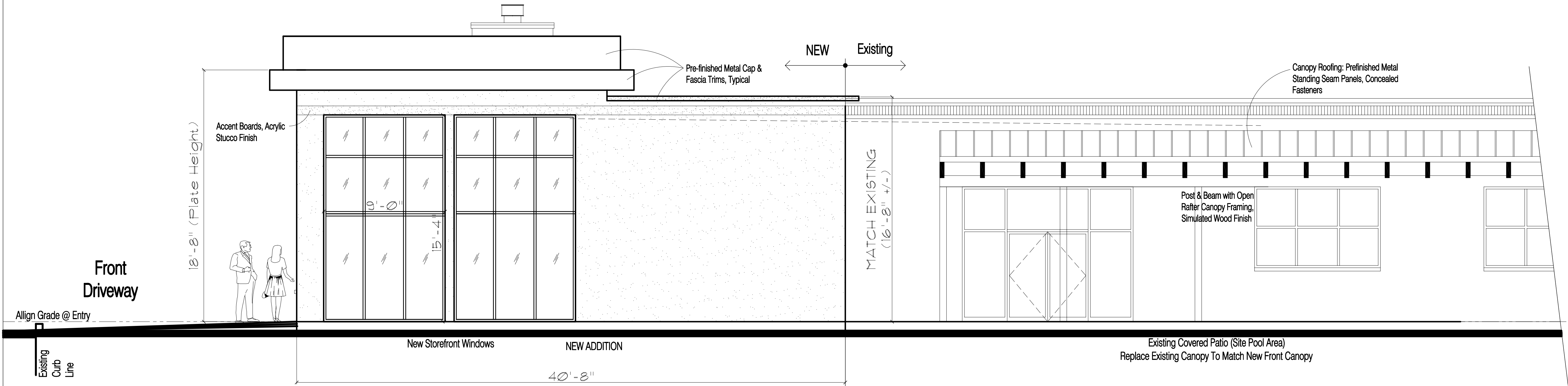
PROJECT
NUMBER:
WA1-202404

A20

CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS AT THE JOB SITE

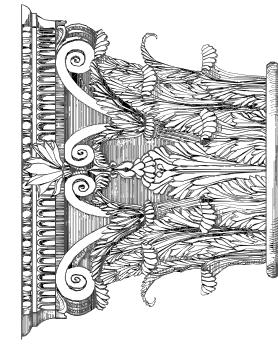
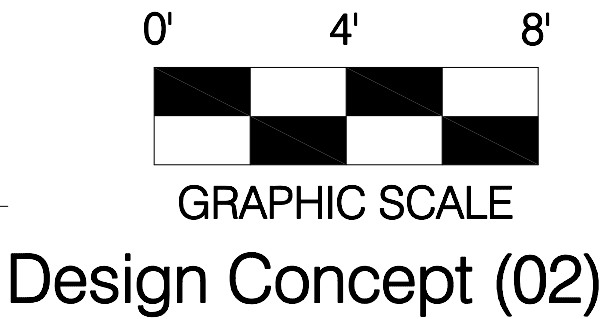
The personal seal affixed to this sheet indicates that the Professional architect whose name appears thereon has prepared this drawing and documents, not exhibiting this seal shall not be considered prepared by or the responsibility of the undersigned.

© 1991-2024 WIEDEMEIER ARCHITECTS, INC.
All Rights Reserved
This Drawing May Not Be Reproduced Without
Express Approval Of Wiedemeier Architects, Inc.



RIGHT SIDE ELEVATION

DESIGN ELEVATIONS



WIEDEMEIER ARCHITECTS, INC.

1600 HERITAGE LANDING SAINT CHARLES, MO 63303 (636) 441-5300

Recreational Facility Addition

St. Louis Lodge No. 9 Benevolent
And Protective Order Of Elks
12481 Ladue Road
Creve Coeur, MO 63141

CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS AT THE JOB SITE

ISSUE DATE:
10/15/2024

PROJECT
NUMBER:
WA1-202404

A30



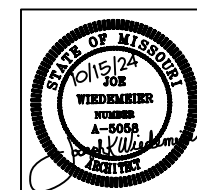
Front / Right Side View

Proposed Elk's #9 Club Improvements

Ladue Road
Creve Coeur, MO



WIEDEMEIER ARCHITECTS, INC.
1600 Heritage Landing
Saint Charles, Missouri (636) 441-5300



DATE
10/15/2024
Project No.
202404

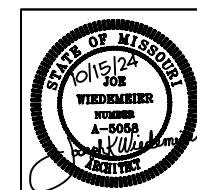
Pic1



Proposed Elk's #9 Club Improvements Ladue Road Creve Coeur, MO



WIEDEMEIER ARCHITECTS, INC.
1600 Heritage Landing
Saint Charles, Missouri (636) 441-5300



DATE
10/15/2024
Project No.
202404

Pic2



Bethany Moore <bmoore@crevecoeurmo.gov>

Re: Elks Lodge #9 Revised Drawings

Jason Jaggi <jjaggi@crevecoeurmo.gov>
To: Bethany Moore <bmoore@crevecoeurmo.gov>

Fri, Oct 18, 2024 at 11:23 AM

Please add this to the elks agenda item as resident comments. Thanks.

----- Forwarded message -----

From: **todd streiler** <todd.streiler@gmail.com>

Date: Fri, Oct 18, 2024 at 11:06 AM

Subject: Re: Elks Lodge #9 Revised Drawings

To: <taxcon1@gmail.com>

Cc: Michael Schnettler <michaels12523@gmail.com>, <jameslillenberg@aol.com>, tcummings <tcummings@chapmanventuresllc.com>, James Lillenberg <jameslillenbergdds@gmail.com>, Frantz Pierre <frantzpierre33@yahoo.com>, Tshiswaka Kayembe <tkayembe@aol.com>, Jason Jaggi <jjaggi@crevecoeurmo.gov>, Bethany Moore <bmoore@crevecoeurmo.gov>

Ken,

You have interpreted our intents correctly. We have agreed to extend the fence, there will be little to no space between the ground and the bottom of the fence and the patio has been eliminated, all in an effort to be in harmony with you and your neighbor's requests.

I look forward to seeing you on Monday. Thanks in advance for your support.

Be Well.

Todd

On Fri, Oct 18, 2024, 11:01 AM taxcon1@gmail.com <taxcon1@gmail.com> wrote:

If I am reading the submission correctly, it appears that the Elks have agreed to put a fence in front of all west side parking spaces and eliminate the proposed patio extension into the existing lawn area. I am also assuming that, in accordance with our prior discussions, the base of the fence will be touching the ground to eliminate noise and light seepage. Assuming my reading of the submission is correct, the concerns of the residents of Ladue Grove Lane have been resolved and, assuming there are no other changes to the plan, we fully support the Elks' proposed expansion. I hope to be at Monday's meeting to support the Elk's plan and express our appreciation of the changes that have been made.

We very much appreciate the "good neighborly" changes made by the Elks and hope that the project will be successfully completed.

On Thu, Oct 17, 2024 at 1:49 PM Michael Schnettler <michaels12523@gmail.com> wrote:

Mr. Kleban and Mr. Lillenberg,

Please see attached revised Site Development Plan and revised Landscape Plans that were submitted to the CC P&Z office. Please share with your neighbors. Would you like to meet this week and discuss? Please advise so we can coordinate.

Thanks for your help in making this project a reality and a success for all of us.

1000

Regards,

Michael Schnettler

Michael Schnettler, LLC
12523 Trammell Ct.
Creve Coeur, MO 63141
M ~ 314-565-4694
H ~ 314-434-7734

--
Best regards, Ken Kleban

--
Jason W. Jaggi, AICP
Director of Community Development
City of Creve Coeur, Missouri
[300 North New Ballas Rd](#)
[Creve Coeur, MO 63141](#)
314-872-2504

www.crevecoeurmo.gov

1 PLANNING AND ZONING COMMISSION MEETING

2 CITY OF CREVE COEUR, MISSOURI

3 300 NORTH NEW BALLAS ROAD

4 MONDAY, SEPTEMBER 16, 2024

5 6:00 P.M.

6
7 PUBLIC HEARING

8 APPLICATION NO. 24-023

9
10 THOSE IN ATTENDANCE:

11 Ms. Julie LaBonte, Chair

12 Mr. Larry Potashnick

13 Mr. AJ Wang

14 Ms. Rhonda O'Brien

15 Mr. Thomas Buelter

16 Ms. Marjorie Richter

17 Mr. Carl Lumley, City Attorney

18 Mr. Jason Jaggi, Director of Community Development

19 Ms. Bethany L. Moore, City Planner

20 Ms. Claralyn Bollinger, Recording Secretary

21
22 McLaughlin Court Reporting Services, Inc.

23 Deborah K. McLaughlin, RPR, MO-CCR #314, IL-CSR, KS-CCR

24 4772 Gatesbury Drive

25 St. Louis, MO 63128

(314) 974-1199

1 CHAIRMAN LABONTE: Okay. We'll call the meeting
2 to order at six o'clock with roll call.

3 Ms. Hall?

4 MS. HALL: Present.

5 CHAIRMAN LABONTE: Mr. Potashnick?

6 MR. POTASHNICK: Present.

7 CHAIRMAN LABONTE: Ms. Richter?

8 MR. RICHTER: Present.

9 CHAIRMAN LABONTE: Mr. Wang?

10 MR. WANG: Here.

11 CHAIRMAN LABONTE: Ms. O'Brien?

12 MS. O'BRIEN: Here.

13 CHAIRMAN LABONTE: Mr. Buelter?

14 MR. BUELTER: Here.

15 CHAIRMAN LABONTE: Mr. Lumley?

16 MR. LUMLEY: Present.

17 CHAIRMAN LABONTE: Mr. Jaggi?

18 MR. JAGGI: Present.

19 CHAIRMAN LABONTE: Ms. Moore?

20 MS. MOORE: Present.

21 CHAIRMAN LABONTE: And, Ms. Bollinger?

22 MS. BOLLINGER: Present.

23 CHAIRMAN LABONTE: Okay.

24 So, we will go with New Business.

25 It's our Public Hearing, 24-023: An Amendment

1 To An Existing Conditional Use Permit With Associated Site
2 Development Plan For St. Louis Elks Lodge No. 9 Located At
3 12481 Ladue Road.

4 If anyone speaking could please come forward to
5 be sworn in. Anyone that thinks they're going to speak on
6 this if they come forward.

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

9 CHAIRMAN LABONTE: Thank you.

10 MR. STOCK: Good evening, Madam Chair, Members
11 of the Commission.

12 For the record, my name's George Stock. I'm
13 with Stock & Associates Consulting Engineers. And our
14 address is 257 Chesterfield Business Parkway, St. Louis
15 63005.

16 This evening I'm here on behalf of the St. Louis
17 Elks Lodge No. 9, which is located at 12481 Ladue Road.

18 Joining me this evening are Mr. Ty Gramling with
19 Stock & Associates; Mr. Tom Commings with St. Louis Elks;
20 Mr. Mike Schnettler with St. Louis Elks; Mr. Todd Streiler
21 with St. Louis Elks, and Mr. Joe Wiedemeier, project
22 architect. All available to answer any questions that
23 this Commission may have.

24 So, this evening we're here to request your
25 consideration for approval of a conditional use permit in

1 order to make some additions and modifications to the
2 property, which is located at 12481 Ladue Road.

3 So, this is our site plan. The site itself is
4 approximately 5.76 acres. It's been there since 1965.
5 There's been no major additions or renovations, maybe some
6 minor on the property.

7 It's a large piece of property with -- running
8 on Ladue Road, and it's very deep in the north/south
9 direction, as you can see.

10 The building is generally positioned in the
11 center to the northern portion of the site. Not only is
12 there a building, there's a pool, there's parking, there's
13 amenities, volley -- sand volleyball as well.

14 In 1991 the City of Creve Coeur annexed this
15 property. It's zoned A-Single Family Residential. And
16 within the A-Single Family Residential institutional use
17 is operated as conditional use permits.

18 A few months ago we were before this Commission
19 and the City Council requesting consideration in
20 anticipation of this particular project to modify the site
21 coverage.

22 Institutional uses, unlike many others, were
23 limited to 25 percent site coverage. As this facility
24 exist, it's just a little over 26 percent today, and with
25 the addition, which would include a 1947 square foot

1 building addition on the south side, as well as twenty
2 additional parking spaces, would elevate that to just
3 below 29 percent. So, the ordinance that was ultimately
4 recommended by the Planning Commission, adopted by the
5 City Council, allows up to 40 percent.

6 As I mentioned, there's a 1947 square foot
7 building expansion. It's on the south side. It's
8 depicted in brown.

9 Also, part of that is some outdoor seating,
10 concrete patio partially under pavilion and some outside
11 the pavilion, all encompassed with a low pony wall around
12 the perimeter of the property.

13 Being annexed in and being developed prior to
14 the City of Creve Coeur's ordinances there's some
15 nonconformities that are allowed as permitted uses. In
16 particular is along the west property line where there
17 isn't the required buffer yard that exists today.

18 A few months ago we had had a meeting at the
19 Elks Club for the neighbors to introduce them to this
20 particular project, and let them know that we were going
21 to be going through a process to amend the ordinance to
22 increase the site coverage and then come forward with this
23 plan that's before you this evening.

24 Along that western property line was generally
25 buffered with landscaping. There were some concerns

1 raised by the residents relative to additional buffering,
2 headlights, concerns with noise and music.

3 In order to mitigate any of those concerns,
4 there's a 6-foot wall -- or a 6-foot sight-proof fence,
5 have a detail here in a moment to show you, for a portion
6 of that property. And that was really limited to those
7 property owners that expressed that concern to put there
8 and try to minimize any impact of the natural vegetation.

9 In addition, we are adding some car parking.
10 That car parking is located on the south side, on the
11 front side of the building, again, several hundred feet
12 from Ladue Road.

13 Part of the design of this facility is to
14 generally try to comply with the City's Comprehensive
15 Plan, zoning requirements, in order to be consistent with
16 those Design Guidelines that are outlined. And some of
17 those relate to the building itself, the positioning on
18 the site, in fact, that it is an existing building. It
19 does have a front door that's on the south side.

20 So, part of this addition is to modernize this,
21 you know, again, almost 60 years since anything's been
22 done.

23 This building addition gives it a new front, a
24 new presence, a prairie-style type of architecture using
25 stucco and other elements of a -- of a pavilion across the

1 front of the building.

2 But in order to just better the presence, better
3 the identification as the Elks Lodge, something that
4 hasn't happened in a long time, with light colors. And
5 then in addition, provide the parking that's necessary.

6 So, we are parked a little bit above code. I
7 think we have 116 spaces that are required, and we're
8 providing approximately 156 spaces.

9 So there was a number of questions about
10 lighting and -- and music and different conditions that
11 were recommended by the staff as part of the conditional
12 use permit, and we found those to be acceptable. Some of
13 them we physically incorporated as we looked through the
14 site plan.

15 This is just a little bit of enlargement of that
16 area that you can see in brown, which is the building
17 addition. The light gray and heavy black line around it
18 is that outdoor seating, and then the twenty parking
19 spaces, which are broken up with some landscaping in
20 between.

21 There was also a comment with regarding some low
22 shrubs along the front spaces. In a moment you'll see
23 those that have been added to the drawing itself.

24 These are sightline sections, which there's
25 really not any change to the grade. It's a one-story

1 addition, so it's fairly small, 1947 square feet, so no
2 two-story additions, nothing changing, really, the
3 character of the building itself.

4 This slide is reflective of that fence, the
5 6-foot fence in red, which is identified along that west
6 property line.

7 And you'll notice what it does is extends almost
8 to the north end of the building.

9 The trash enclosure, which is on the northwest
10 corner, is actually being enclosed, but there's some
11 photos in the staff report that show that as being exposed
12 and that'll be enclosed.

13 And then there was a comment with regards to, in
14 front that I mentioned a moment ago, in front of those
15 parking spaces relative to the shrubs there.

16 Really, just to kind of, you know, hide the
17 headlights and the visual aspect of car parking.

18 And, again, we're more than 400 feet from Ladue
19 Road, so everything is set back on the site. It's really
20 the residential properties to the west.

21 We have the -- I believe it's Temple Emanuel to
22 the east, and then the residential subdivision to the
23 north.

24 So, you see the ADA parking spaces, the building
25 addition, the walkway into the building, which is flanked

1 with the little yellow bands on both sides.

2 And then I mentioned the pony wall being a
3 minimum height of about 4 feet, so something about that
4 height (indicating), it's 4 feet.

5 This is the privacy fence. Have the word site,
6 it really should be S-I-G-H-T. But 290 feet, 6 foot tall.
7 A neutral color, earth tone color. Again, vinyl, so very
8 hardy, very sturdy. Very common used to prevent light
9 intrusion and to help mitigate any -- any noise.

10 This is the floor plan. So, you can see the new
11 building addition, which is showing starting at the lower
12 right.

13 The vestibule, which comes in off the car
14 parking, which we just saw in the landscaping. The
15 vestibule carries into the existing main building, as you
16 can see, and then move over to the left, which is the
17 lounge area, and then there's some storage associated with
18 it, and then some more doors kind of in the northeast.

19 And, again, you see the patio. And the portion
20 on the front, which you'll see in a moment in elevation,
21 is a covered patio. So, this is a visual of it.

22 So, again, a little bit lighter tones. You see
23 the -- the -- the porch that's along the face of the
24 building on the south side. There's also a porch being
25 added on to the east side of the building. Obviously, a

1 very distinct front door. Again, achieving what the
2 Comprehensive Plan looks for for new buildings or building
3 additions.

4 And just a little bit of the different
5 components of that. And I'll just read, this is part of
6 the Design Guidelines that were submitted.

7 But -- but the intent of the vision is intended
8 to be a lighter tones in colors with an almost
9 prairie-style look and feeling, forms and massing in
10 textures.

11 This rendering is to give you a perspective,
12 but, again, it's a little bit lighter. It's trying to
13 enhance, improve that building, which is almost 60 years
14 old behind it on the backside.

15 That really concludes our presentation.

16 Like I said, we got the whole team here that's
17 present.

18 It's pretty straightforward. In addition to the
19 meeting that I had indicated that I attended at the Elks
20 with some residents, there's been some other ones that I
21 didn't attend on the site relative to along that west
22 property line.

23 Again, Elks is excited. It's been a long time
24 coming, and in order to do this addition, and we certainly
25 want to answer any questions the Commission may have.

1 Like I said, got the whole team here tonight, so
2 thank you.

3 MS. O'BRIEN: I have a question.

4 Just -- and I know the Elks has been operating
5 here for a long time, and are there any changes in the
6 level of sound or the lighting? Has there been care taken
7 so that like it doesn't affect the subdivision at all?

8 MR. STOCK: Correct. No change. That's
9 correct.

10 And there's some conditions in there about hours
11 of operation. We agree to all of those.

12 MR. BUELTER: Had a question on -- on the older
13 building.

14 I didn't know what upgrades were actually in
15 that. What -- what got grandfathered in off the old
16 building?

17 MR. STOCK: I don't know. Maybe staff needs to
18 answer that question. I --

19 MR. BUELTER: Okay. I'll wait till staff
20 report.

21 MR. STOCK: Yeah, I don't know about
22 grandfathered.

23 It's just the -- the buffer on the west property
24 line is the one that I'm aware. The building itself,
25 can't answer that question.

1 MR. BUELTER: Okay. Thank you.

2 CHAIRMAN LABONTE: Any other questions?

3 Okay. Thank you.

4 MR. STOCK: Thank you.

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

6 So, this is the condition -- a new conditional
7 use permit for -- with associated site development plan
8 for the Elks Lodge located at 12481 Ladue Road.

9 So, the request is for the existing Elks Lodge
10 to create an addition.

11 The use has been in operation since the '60s,
12 and then it was incorporated into Creve Coeur in the '90s.
13 And because of that, it was allowed to operate under
14 Section 405.210(A) (2), which allows for these uses that
15 have already been in existence to continue to exist as if
16 they had a conditional use permit, even though they did
17 not.

18 So, until this point it has not had a
19 conditional use permit. So that's why now when they are
20 seeking to add on this addition and add this additional
21 parking, they have to then seek a conditional use permit.

22 It is NAICS 813410, Civic and Social
23 Organizations.

24 And it is in a residential district, so it's in
25 A. In those districts it's a conditional use.

1 So, because of that, it is surrounded by
2 residential. So this is a neighborhood here. And the way
3 that this lot was developed in the '60s, it does not quite
4 conform to conditional uses in A now per our requirements,
5 but, again, it was already developed before it was
6 incorporated.

7 So, because of that, we do have some -- like the
8 building here is not in the buffer. If it had a buffer on
9 this side, it would be 50 feet, so the building itself is
10 not, but the parking lot goes up to the property line.

11 So, the parking lot extends here right at the
12 property line. And so that is what's grandfathered in
13 about that use is that that's already where a buffer
14 should be, but that use is existing, they're not changing
15 that.

16 And then -- okay. So, then some existing uses
17 on the site that they already have. They have this -- two
18 volleyball courts back here, they have a swimming pool,
19 and then they have this patio area, and then they also
20 have a patio here in front that's already existing and it
21 has TVs on it. So those are the uses that are currently
22 existing.

23 That is for member use, and then also they do
24 host some larger events.

25 Their current hours of operation are as follows.

1 We have hours of operation for the outdoor uses, which
2 would be the -- the uses that would be most disruptive to
3 the residential areas, and then it has indoor hours of
4 operation as well, which would be for inside the Elks
5 building.

6 Okay. So then for our site development plan.
7 This is the existing building right here. Here's that
8 parking that I was talking about that's right up against
9 the property line. And this is where the residences are.
10 So they're very close. You can see them from the parking
11 lot very easily.

12 The proposed addition is here in the front, and
13 it's 1,947 square feet.

14 The existing property is at 26.6 percent site
15 coverage. So, with this new addition, as well as these
16 two sections of ten parking spaces for a total of twenty
17 new parking spaces, they are updating the site coverage to
18 28.9 percent, which is still within the allowed 40 percent
19 for these uses, institutional uses in residential
20 districts. So their site coverage there is fine.

21 They are adding those twenty new parking spaces.
22 They will have a total of 154 on site, and the use
23 requires 122, so that's not a concern.

24 The new patio is here in this portion. So this
25 light part is the existing building. This yellow part is

1 the new addition. And then slightly under here, this part
2 right here, is the existing patio that they already have
3 for outdoor space with the TVs. But this will be the new
4 patio area here and here. So it is getting closer to the
5 residences.

6 The existing -- the addition is not going to be
7 any closer to the residences than the existing building
8 is, but this patio use will be.

9 And there is that wall that surrounds it here,
10 that 4-foot wall that he was talking about, so that offers
11 some -- some screening. And then the applicant is also
12 proposing a fence here, a 6-foot solid vinyl fence.

13 But that use for the patio is getting closer to
14 residential, so that might be something that the Planning
15 Zoning Commission would want to discuss with the applicant
16 and consider.

17 There's also a new trash enclosure proposed
18 because currently they have a dumpster sitting back here.
19 It's behind the building, so it's not visible, but it's
20 not enclosed, so they will be enclosing that space with
21 the same material that they'll be using for the fence.

22 Okay. So here is the existing building. Here
23 is that patio area that I was talking about. As you can
24 see, it's pretty small, but it does have the TVs and it's
25 used out front.

1 This would be the new patio area here and then
2 over to the side.

3 So, this is the proposed elevations for that new
4 addition.

5 So, the primary material for this addition is an
6 acrylic stucco finish. It's like a spray-over hard --
7 hardboard. It'll be a gray color. And that material is
8 not something that would -- the Design Guidelines would
9 recommend to be used as a main material.

10 And it does not translate to the existing
11 material of the existing building, which is brick. You
12 don't really have anything on this new addition that ties
13 in to that existing building, but it will be completely --
14 the existing building will be completely behind the new
15 addition, so it will not be visible from the street. It
16 also sits back about 400 feet from Ladue, so it sits back
17 pretty far. You're not really going to see that existing
18 building. You'll just mostly see this new addition.

19 So staff is not really concerned about that in
20 our Guidelines, but that is something that the Planning
21 and Zoning Commission should consider.

22 Okay. And so then we have the landscaping. So,
23 this red line here, this is the proposed location of the
24 fence, so it does not extend the entire length of the
25 property line. It's -- it's probably about five parking

1 spaces here, and then it extends right to about the
2 furthest point of the building, but it does not extend all
3 the way back or all the way to the front.

4 So, staff did ask the applicant about that, and
5 it was stated to us that the reasoning for that position
6 of the fence is that that's what was agreed upon with the
7 neighbors.

8 And then they are proposing additional shrubbery
9 here to fill in this space between the fence and the five
10 parking spaces.

11 So, again, that's something that the Planning
12 and Zoning Commission should consider if that's adequate
13 for screening of the parking lot because these headlights
14 all face right here against residential, so that's just
15 something to consider.

16 And staff is also suggesting additional
17 landscaping here in front of these ten parking spaces in
18 order to block headlight glare.

19 Again, it does sit back about 400 feet from
20 Ladue, but that's a requirement of all parking lots is
21 that any new parking lots have landscaping or shrubbery to
22 block that headlight glare, so that's something that we've
23 asked for.

24 And then a condition of approval has been added
25 that a final landscaping plan with a plant schedule use

1 submitted for staff review because that was missing with
2 submittal.

3 So then the conditions of approval. Again,
4 since this is a new conditional use permit, we do have
5 additional conditions of approval in order to limit some
6 of those negative effects for residential.

7 So we have, again, the applicant shall submit a
8 final landscaping plan, the trash enclosure, exist --
9 lighting of the existing volleyball court shall not extend
10 beyond 9 p.m. seven days a week.

11 Parking on lawns or other surfaces shall be
12 prohibited unless it's for the parking lot. That -- there
13 has been a concern in the past that there's been too many
14 cars allowed on site when there's not enough parking for
15 that. And so this is one that they can only park as many
16 as they have parking spaces for, unless they got a
17 temporary use permit to extend that.

18 Any renting of the property shall remain
19 subordinate to the primary use of the property as
20 membership based fraternal organization. Again, that's
21 for those larger events that they occasionally have.

22 No live music past 9 p.m. seven days a week.

23 Trash pickup shall be in conformance with all
24 times with the allowable hours provided in Section 23 --
25 235.70.

1 Again, that was another complaint that the
2 residents have had is that pick up of that trash, because
3 it's so close to the residences, was bothering them.

4 And then all existing light fixtures shall be
5 brought into conformance with Section 405.680, so that's a
6 requirement that they all must be downcast and shielded.
7 So all existing and all new lighting will then have to
8 conform to that.

9 Any questions?

10 Yes.

11 MR. BUELTER: I didn't hear anything, I know we
12 got some additions for landscaping, at least in the front,
13 I didn't know if that was, number one, going to occur back
14 in the back on that back set of --

15 MS. MOORE: Oh, back here?

16 MR. BUELTER: Yeah. I didn't know if that
17 neighbor over there is concerned or not concerned with
18 that.

19 The second question I had was with landscaping
20 going, a lot of times we ask for sprinkler systems. Did
21 we address any of that?

22 MS. MOORE: That information was not provided,
23 and so that should be provided when we have the -- the
24 final landscaping plan submitted for approval. There was
25 some missing information, so we'll review that at that

1 time.

2 MR. BUELTER: Great. Thank you.

3 MS. MOORE: But I don't know, that information
4 is not provided.

5 And then back to your question back here. I
6 believe the -- the staff -- the comments that were
7 submitted to you were from the resident who did have some
8 concerns about this location back here. That he wanted
9 the fence extended.

10 MR. BUELTER: Okay.

11 MR. JAGGI: Yeah. Just to add to Bethany's
12 response, I believe that's correct. I believe that's
13 something that the public is going to comment on.

14 We have some questions on the exact locations of
15 the fence. I believe the parties have been working
16 together on that, but I think we need to hear from all
17 sides to make sure this fence and how it looks here is
18 exactly what everybody is expecting.

19 So we'll -- it's still a little bit of a
20 question is -- is where that fence exactly needs to go; is
21 it in the right spot now; does it need to be extended a
22 little bit either way.

23 I think these are things we still probably need
24 to iron out tonight.

25 CHAIRMAN LABONTE: What's the distance between

1 the new outdoor patio and the property line?

2 MS. MOORE: So, that's a good question that I'm
3 going to refer to the applicant.

4 I know at least it -- this point to the closest
5 point of the building to the property line is 53 feet.

6 So this point here, actually I drew. Here.

7 So this faint blue line is the property line.
8 This is 53 feet right here. So that's how much of the
9 patio is closer, roughly, right here, than 50 feet to the
10 property line.

11 So, I don't know this exact dimension, but this
12 is 53 feet, if that gives you an idea.

13 MR. STOCK: It's about 10 feet. I mean I'm
14 looking at the parking space, which is 9 feet, just below
15 it. There you go, Bethany. Right there is a parking
16 space.

17 So that's about -- so, if that line's 53 feet,
18 it's going over to where it's probably 38, 39 feet off the
19 property line.

20 MR. TOM COMMINGS: The (inaudible) front
21 elevation. Right there. Back. Okay. The edge of the
22 grass --

23 CHAIRMAN LABONTE: Oh, can you -- I'm sorry,
24 could you state your name and address, please.

25 MR. TOM COMMINGS: Certainly. Tom Commings.

1 I'm with the Elks Lodge No. 9.

2 The edge of the grass there in the upper
3 picture, that's approximately where that pony wall will be
4 and the extent of the enclosed area.

5 So, we're not expanding what's already there is
6 a lawn at all, we're, basically, following that
7 existing -- that existing line, but we're putting up a
8 wall as a barrier, both for sound and the -- and vision
9 for this area.

10 CHAIRMAN LABONTE: Okay.

11 MR. TOM COMMINGS: For those who haven't been on
12 site, it will give you some context.

13 CHAIRMAN LABONTE: Thank you.

14 MS. MOORE: Yes.

15 MR. BUELTER: I haven't been there in years,
16 but, you know, last time I was there, most of the music
17 and all that was on the east side of the building --

18 MR. STOCK: That's correct.

19 MR. BUELTER: -- towards the pool.

20 So, I guess my follow along question is, and I
21 can't remember if we had external speakers out there and
22 all that, but are we going to have external speakers on
23 this patio piece that would be pointing the opposite
24 direction?

25 MR. TOM COMMINGS: There are some -- there are

1 some currently --

2 MR. BUELTER: Are there. Okay.

3 MR. TOM COMMINGS: -- on the existing patio,
4 yeah, and there will probably be some TVs and that kind of
5 stuff out there too, but it's not a -- this is not a
6 concert space.

7 MR. BUELTER: Okay.

8 MS. MOORE: Were there any other questions for
9 me?

10 Okay.

11 MR. POTASHNICK: I have -- I have lots of
12 questions --

13 MS. MOORE: Oh, yeah, go ahead.

14 MR. POTASHNICK: -- but I'm going -- I'd like to
15 wait until we hear from the subdivision --

16 MS. MOORE: Okay.

17 MR. POTASHNICK: -- people.

18 MS. MOORE: Yeah.

19 CHAIRMAN LABONTE: Okay. So -- so, I'll open it
20 up for public comment.

21 I have four cards here, I believe, right now.

22 The first one is Michael Schnettler.

23 MR. MICHAEL SCHNETTLER: Yes, I'm representing
24 the Elks.

25 CHAIRMAN LABONTE: Okay. You're representing

1 the Elks. Okay.

2 Ken Kleban. Okay. If you could please come up
3 and state your name and address.

4 MR. KEN KLEBAN: Sure.

5 CHAIRMAN LABONTE: Did I say your name right?

6 MR. KEN KLEBAN: Kleban. That's fine.

7 CHAIRMAN LABONTE: Kleban. Okay.

8 MR. KEN KLEBAN: I've heard a lot worse.

9 So, my name is Ken Kleban. My address is 136
10 Ladue Grove Lane.

11 I am -- there's four residences in our
12 subdivision. The Pierre residence and the Lillenberg
13 residence are immediately adjoining, but the other two
14 residence, me and Dr. Kayemb, are also greatly affected by
15 noise and lights from -- mostly headlights that come
16 through.

17 So, I want to start out, I'm also the -- the
18 trustee of our subdivision, so I think I speak for
19 everybody in the subdivision.

20 I guess I wanted to raise with you a number of
21 concerns, but most of them all relate to the great -- the
22 noise and light. That's our concern.

23 Overall, we are very much in favor of most of
24 this plan. I think it would improve the -- the visual of
25 the club, and I think it would be a vast improvement.

1 But I think there's just some things that have
2 not been adequately addressed contrary to what, I think,
3 has previously been said.

4 First, the fence. We would be in favor of the
5 fence extending the entire property line on the west side.

6 Even though we, Dr. Kayemb and I, are not
7 adjacent to the parking lot, we still get a lot of light
8 that comes through, particularly into Dr. Kayemb's
9 bedroom, and when we're outside on our screened-in porch
10 we get a lot of it too, so we would want to see the fence
11 all the way down.

12 Secondly, regarding the fence, is that I'm
13 not -- I don't understand your procedures, but it strikes
14 me that it's premature to approve any plan tonight because
15 the plan, as I see it, says that it's expressly dependent
16 upon the mutual agreement of the residences, essentially,
17 adjoining property owners, but the residences and the Elks
18 Club, and there has been no such agreement to this point.

19 So, for instance, the residents may have a
20 different idea of what type of vinyl fence to put on,
21 cause as you know, there's a lot of different styles that
22 there might be.

23 The residences also want to make sure, for
24 instance, that the fence goes all the way to the ground
25 because that's one of the important things that research

1 has shown us is helpful in stopping noise from getting
2 through the fence, or, obviously, under the fence.

3 So, that's not necessarily in their plans on the
4 fence.

5 Landscaping. Also says that the plan subject to
6 the mutual agreement of the residences and the Elks Club.
7 There has been no such agreement that, to my knowledge,
8 that has been reached, particularly on the amount of
9 landscaping that's going to be put in and the locations.

10 I would point out to the -- to mention, are you
11 all aware of the Elks Club proposed expansion in 2018 that
12 they submitted?

13 And I think was -- was it, Jason, was it
14 approved?

15 MR. JAGGI: No, it wasn't. And that's a good
16 point that we did not mention previously.

17 And I can go ahead and address that if --

18 MR. KEN KLEBAN: Sure.

19 MR. JAGGI: -- you'd like or I can do that after
20 your comments.

21 MR. KEN KLEBAN: Okay. That's fine.

22 Anyway, there was considerable negotiation that
23 took place between the Elks Club and the residences at
24 that time.

25 And there components of this plan, which do not

1 conform to the agreements that were reached at that time.

2 Particularly, if you look at the site plan they
3 presented in 2018, there was considerable landscaping that
4 went the entire length of the property, which I don't see
5 on the plan that they put forward.

6 So, I think that, again, this Commission should
7 not agree to any -- or give any approval without the
8 residences and the Elks mutually agreeing, as expressly
9 stated in their plan.

10 There's a concern that we have about the patio
11 because it gets ever so closer to our property line.

12 Right now they don't use the grass for anything,
13 but if there's an outdoor patio, there's going to be a lot
14 of additional people there and a lot of noise.

15 And we would not support as large an expansion
16 of that patio as is currently presented.

17 And we would, certainly, want any plan to show
18 that if they put a TV out there that it would face towards
19 the building, not towards us; that there wouldn't be any
20 speakers on that side of the building or the patio, and,
21 of course, the limitations, I think that the staff has
22 already said with respect to the use of the patio,
23 including it allow operations at 9 p.m.

24 Let me see if I have anything else that is
25 particularly important to raise to this.

1 I'm assuming all lighting will be brought into
2 code compliance, cause I don't think it is right now.

3 And I don't know, George, if -- if the plan that
4 you showed showed that the dumpster was going to be
5 enclosed --

6 CHAIRMAN LABONTE: Yes.

7 MR. STOCK: It is.

8 MR. KEN KLEBAN: -- because I couldn't see that
9 on the plans that were submitted and that Jason forwarded
10 to me.

11 So, that would be, I think, an important
12 consideration, but I'm glad to hear that it is.

13 I think that sums up our concerns.

14 So, basically, what it is is we want more
15 protection from light; we want more protection from sound,
16 and in large part that goes to them doing what they
17 largely agreed to do when this plan was developed in 2018
18 and then was dropped.

19 So, thank you for your -- your time.

20 CHAIRMAN LABONTE: Thank you.

21 Do you want me to go through the public comment
22 and then have you come back up or what would --

23 MR. JAGGI: It's your preference. I can address
24 the plan and then be available for any other questions
25 afterwards too.

1 CHAIRMAN LABONTE: Do you want to address the
2 2018?

3 MR. JAGGI: But I can speak to the prior plan --

4 CHAIRMAN LABONTE: Okay. That would be fine.

5 MR. JAGGI: -- which would be helpful to
6 everyone. Certainly.

7 So, there was a plan that was proposed by the
8 Elks about five years ago.

9 We went through a lot of similar processes and
10 discussions with the neighbors at that time.

11 It was a different design, so it's not --
12 they're not really working off that plan. It is a brand
13 new plan. And it's a similar project in that -- that it's
14 an addition, and they're -- they were expanding the patio
15 at that time, but it's a totally different plan, totally
16 new plan, so.

17 That was ultimately withdrawn after the Planning
18 and Zoning Commission made their recommendation for
19 approval. The Elks withdrew it, and they did not proceed
20 with it.

21 And, of course, approached the city, as we all
22 know, you know, several months ago saying they want to
23 restart this project.

24 But it is a brand new plan, totally different
25 design, it's really not the same plan at all. And it has

1 changed in some of their scope with respect to removal of
2 parking and -- and things like that along the buffer, so
3 that is -- that is different.

4 But I would, you know, just to -- that is a
5 nonconforming area of the site. We've stated that.
6 That's always been there. That parking has been there
7 since the beginning.

8 So this effort, and I think what the applicants
9 are trying to do you is, you know, provide screening
10 that -- that utilizes that existing area, they're not
11 proposing to take out any parking in the area.

12 So, I hope that provides at least some
13 background. But it is a different plan. They did
14 withdraw the plan that was submitted five years ago and it
15 never moved forward.

16 CHAIRMAN LABONTE: Do we know why the plan was
17 withdrawn?

18 MR. JAGGI: Well, the Elks could -- Elks could
19 tell you that directly. I believe it's probably
20 financially related, just funds --

21 CHAIRMAN LABONTE: Okay.

22 MR. JAGGI: -- at the time was my understanding
23 why they pulled the plug.

24 CHAIRMAN LABONTE: Thank you.

25 MR. JAGGI: Uh-huh.

1 CHAIRMAN LABONTE: Okay. The next card I have
2 is Tshiswaka Kayemb.

3 Do you want to speak? Do you have anything
4 additional to add? No.

5 MR. TSHISWAKA KAYEMB: No, he said everything.

6 CHAIRMAN LABONTE: Mr. Kleban spoke for you.

7 Okay. Thank you.

8 And then James Hillenberg [sic].

9 MR. JAMES LILLENBERG: Yeah, I have nothing to
10 add from what Ken Kleban --

11 CHAIRMAN LABONTE: Okay.

12 MR. JAMES LILLENBERG: -- just momentarily said,
13 so.

14 CHAIRMAN LABONTE: Thank you.

15 MR. JAMES LILLENBERG: Okay.

16 CHAIRMAN LABONTE: So, it -- it seems that
17 there's still maybe some work to do.

18 I'd like maybe to understand from the Elks, but
19 it does seem that maybe there's some work still to do with
20 the neighbors to align before moving forward.

21 MR. JAGGI: Yeah. If you're looking for my
22 recommendation, I would -- maybe the applicants could
23 speak to some of the comments from the citizens and see if
24 there's anything they would like to propose in response to
25 these comments tonight.

1 CHAIRMAN LABONTE: Okay.

2 If you could please go and --

3 MR. MICHAEL SCHNETTLER: My name is Michael
4 Schnettler, trustee Elks Lodge No. 9. Resident at 12523
5 Trammel Court in Creve Coeur.

6 CHAIRMAN LABONTE: Thank you.

7 MR. MICHAEL SCHNETTLER: Been a resident since
8 '91 and an Elk member nine years.

9 In speaking with the neighbors, we understood
10 one of the learnings we had from the 2018 exercise was
11 that we didn't involve the neighbors early, and so we made
12 an extensive effort to reach out.

13 We got a list of potential contacts from -- from
14 the office here and set up a meeting and distributed
15 handbills to each -- each address on that list requesting
16 they come and join us for a conversation about our intent
17 to do some improvements on our property.

18 And this was back in May, and we had just two
19 people show up.

20 And, so, since then we've -- we've had some
21 ongoing contacts as -- as things have warmed up, as we've
22 gotten a little further in, and we've had additional
23 conversations with, again, with the two -- two members of
24 the subdivision who join us on an ongoing basis, even to
25 the point of finding the length of the fence that was

1 going to work for them, and -- and they spoke up for the
2 resident across the street, who -- who had lights in
3 his -- in his home from the parking, so that's why we
4 extended further to the south, otherwise we wouldn't have
5 gone that far south. So we extended further south to
6 cover that.

7 So, we had a pretty good label on what we were
8 trying to accomplish with the fence.

9 And then we defined that there was other areas
10 that had natural vegetation. And they -- they kind of
11 liked the idea of keeping the natural vegetation, and we
12 agreed to fill in those areas that had gaps either on the
13 south or the north, you know, with some -- some -- just
14 some perineal type plants, such as a boxwood, I think is
15 what we've called out in our drawings, and that would be a
16 fill-in for those areas that didn't have that.

17 If we could -- if we could take the fencing
18 further to the north, there's a lot of trees there and has
19 been pointed out, we've only got a limited space between
20 our parking and the property line. It's -- it's 4 feet,
21 and, so, any fence -- any trees in there are going to be
22 right in the fence line. And it's going to be difficult
23 to get around them as we go further down the property
24 line.

25 And somewhat to the extent all the way to the

1 south, once you get off our parking lot, then it's just a
2 lot of natural growth in there.

3 So, you know, that's part of the reason we ended
4 up with where we were. And so we had met with them and
5 even talked about colors and fence designs, and -- and we
6 had conversations, again, with the two adjacent neighbors
7 since they were the primary focus, and thought we had a
8 pretty good understanding where we were headed on this.

9 And so that's why we have the detail we had on
10 the landscape drawing.

11 I hope that helps answer any questions you had.

12 CHAIRMAN LABONTE: Questions?

13 MS. O'BRIEN: Would you be open to -- to having
14 another discussion with the subdivision trustees?

15 MR. MICHAEL SCHNETTLER: Well, certainly we can.

16 I mean I know that we had a late entry of -- of
17 comments right before the submittal, and so we didn't
18 really have a chance to meet with them and talk about
19 anything.

20 You know, we can see where he has vision into
21 our property from our back parking lot, you know, with his
22 elevated screened porch.

23 But I'm not sure if fence will block that, but
24 it may. But, you know, the lights -- I mean the parking
25 along that side to the north side of the property. Didn't

1 have it up there. But they're all angled out to the -- to
2 the north and west, so they're facing away from the
3 houses, they're not pointing right at the houses, so that
4 would help keep the light -- still wash their rear yard to
5 some extent, but it'd be on a limited basis.

6 Yes.

7 MR. BUELTER: Do you have a critical timeline?
8 Do you have a schedule you're trying to keep here or --

9 MR. MICHAEL SCHNETTLER: Well, we had a plan
10 that we were trying to maintain, but schedules do change
11 and we understand that, so.

12 But we -- but, more importantly though, we're a
13 not for profit organization, and we've got a lot of
14 pledges from our members to fund this activity and this
15 improvement, and we got limited resources, I guess is what
16 I'm trying to say. We've already added -- by the original
17 budget, we've already added a third (inaudible) budget for
18 fencing than we thought we are going to need, and so now
19 we could be looking at another increase.

20 MR. BUELTER: I was going to ask staff --

21 MR. MICHAEL SCHNETTLER: -- (inaudible) concern,
22 but --

23 MR. BUELTER: -- yeah, we table it and bring it
24 up as Old Business at next meeting.

25 MR. JAGGI: Yeah, that's certainly something --

1 MR. BUELTER: Give us two weeks to --

2 MR. JAGGI: Yeah.

3 MR. BUELTER: -- sort it.

4 MR. JAGGI: You could absolutely do that, yeah.

5 CHAIRMAN LABONTE: Okay. The one question I
6 have around the patio is did you explore putting --
7 instead of putting it to the side where it was closer to
8 the residences, could you explore flipping the parking and
9 the patio so it was more in the front and not --

10 MR. TOM COMMINGS: We did look at that, ma'am,
11 and there's not room between that and the building -- and
12 the building to the east, so we could fit over on that
13 side.

14 CHAIRMAN LABONTE: Uh-huh. Yeah.

15 MR. BUELTER: Either that or bring the parking
16 in the drive towards Ladue, but, you know, there's a lot
17 of dirt work there, I guess, a lot of civil work there.

18 MR. TOM COMMINGS: Right. Really going with the
19 plan that did not impact the site --

20 MR. JAGGI: Sir, you're going to have to go to
21 the mic and state your name --

22 CHAIRMAN LABONTE: Yeah, so we can hear you.

23 MR. JAGGI: -- we are -- we have a
24 transcriptionist for the meeting. Thank you.

25 CHAIRMAN LABONTE: Thank you.

1 MR. TOM COMMINGS: You know, we were just going
2 with the plan --

3 VOICE: Speak into the mic, please, closer.

4 MR. TOM COMMINGS: We were going with the plan
5 that didn't impact the overall site design as much.

6 We wanted to keep things in much of the same as
7 we could --

8 CHAIRMAN LABONTE: Uh-huh.

9 MR. TOM COMMINGS: -- where just changing
10 surface area or putting a wall up to shield it from noise
11 or -- or sight, basically.

12 CHAIRMAN LABONTE: I see. Okay. Thank you.

13 Uh-huh.

14 MS. O'BRIEN: So, just so I understand, there's
15 about 4 feet between the end of the parking area where the
16 cars are and the property line?

17 MR. JAGGI: That's correct.

18 MS. O'BRIEN: And there's -- so, there's some
19 trees and some of it, and they didn't want to take the
20 trees out?

21 MR. JAGGI: You've got trees and you've got
22 over -- you got some utility lines in there too. So there
23 are certainly obstacles in that --

24 MS. O'BRIEN: And there's power lines --

25 MR. JAGGI: Yes.

1 MS. O'BRIEN: -- in here?

2 MR. JAGGI: But it does look like a fence could
3 be worked into it, the areas that they're showing.
4 Bethany and I went on site, and there's some areas where
5 you can work that fence into where they're showing it.

6 I do agree that it gets more difficult in
7 certain areas to do that, but I think some underbrush is
8 probably going to have to be removed to get that fence in,
9 but it could probably be worked out.

10 I don't know as much on the northern end. I
11 know the houses, they're just backyards. When you go to
12 that very top northern part of the property, you're -- the
13 house -- the actual buildings and the houses aren't there,
14 they're rear yards. But it's still a -- a concern, and I
15 understand that. But that's something that they could go
16 back and take another look at to see if that fence could
17 be extended. And if it can, it just may involve some
18 removal of trees, but I know there's some bigger trees
19 back there that they probably would like to keep as well.

20 MS. O'BRIEN: And what about could the cars park
21 so that they backed into the spots? I mean at least that
22 means when it's later and people are leaving that they
23 could --

24 MR. JAGGI: You can. That's just not something
25 that's going to be enforceable.

1 MS. O'BRIEN: Yeah.

2 MR. JAGGI: You know, it's just -- it -- most
3 people won't think to do that.

4 We could try with signs and things like that,
5 but I would probably -- my recommendation would be to
6 steer clear of something like that cause it's just hard to
7 enforce.

8 CHAIRMAN LABONTE: Uh-huh.

9 MR. STOCK: I think when you look at this
10 particular slide where the fence is being placed is really
11 where the improvements are being made, so.

12 So, the far north end is the dumpster enclosure,
13 and the fence extends to that portion, and then it
14 continues south where the building addition is and the
15 patio and the pony wall.

16 So, again, they're trying to mitigate existing
17 conditions. Nonconformity permitted uses. Trying to
18 mitigate that area where the project expansion is.

19 As we saw before, it's 5.76 acres. It's a big
20 site, and the improvements are really just focused right
21 here, and rather than have the fence run the entire length
22 of the property, focus the fence where the improvements
23 are. So, that was the logic behind it.

24 And, again, those neighbors that are right
25 there, who they coordinated with along that fence and that

1 improvement to satisfy those immediate neighbors abutting
2 these improvements.

3 CHAIRMAN LABONTE: Larry, did you have some
4 questions --

5 MR. POTASHNICK: Yeah.

6 CHAIRMAN LABONTE: -- still or --

7 MR. POTASHNICK: Yes.

8 How many square feet on the patio?

9 MR. STOCK: Well, the brown -- do you know the
10 number?

11 VOICE: Covers at least 850 square feet.

12 MR. STOCK: 850 square feet?

13 VOICE: Covers.

14 MR. STOCK: So -- so, what you're saying is 850
15 is --

16 VOICE: Is that section there.

17 MR. STOCK: This area here.

18 So, probably another 800 square feet.

19 MR. POTASHNICK: An additional 800?

20 MR. STOCK: In addition to the 850, so 1600
21 square feet total.

22 MR. POTASHNICK: 1500. All right. Yeah.

23 And -- and do the residents have a specific
24 suggestion other -- other than you just suggested, it's
25 too big?

1 CHAIRMAN LABONTE: Can you come up to the
2 microphone. Thank you.

3 MR. KEN KLEBAN: Well, our specific suggestion
4 would be not to have the patio added whatsoever like was
5 in the prior plan that was discussed in 2018.

6 But, obviously -- but I don't have an idea, I'm
7 not an engineer, in terms of what, if any, expansion
8 should be allowed. I mean we just don't know.

9 I mean we talked about, if I may use this, in
10 2018 we talked about that, perhaps, they were -- first of
11 all, they -- we were going to think about putting it on
12 this side, but they said that that was not useable for
13 them. And we understood that.

14 And then what we talked about was simply
15 limiting the patio expansion to this spot here and not
16 have any expansion over here.

17 CHAIRMAN LABONTE: I think if it were to -- if
18 I'm understanding, though, our current guidelines, it
19 could go to where that line is and that would be within
20 50, so that would be --

21 MR. JAGGI: So --

22 CHAIRMAN LABONTE: -- within our guidelines.

23 MR. JAGGI: So, if -- if we had no
24 nonconformities, if --

25 CHAIRMAN LABONTE: Yeah.

1 MR. JAGGI: -- you were --

2 CHAIRMAN LABONTE: Regardless of the parking.

3 MR. JAGGI: That's right.

4 So, that makes this a little bit peculiar
5 because you've already got nonconforming, you've already
6 got activity there.

7 But you could certainly consider this patio as
8 something that, you know, increases more activity within
9 the buffer. So, if that's your guidance is try to reduce
10 the patio to not encroach within a 50-foot area, that
11 could be something, direction given to the applicants to
12 try to re-work that.

13 CHAIRMAN LABONTE: Yeah.

14 MR. JAGGI: But I do think they're -- you know,
15 they have -- that's setting aside the fact they have tried
16 to mitigate this, put a fence in and do a, I think they
17 call it a pony wall --

18 CHAIRMAN LABONTE: Pony wall.

19 MR. JAGGI: -- which is a 4-foot high wall, so
20 when people -- these are all seating areas, when people
21 are out there sitting, they will largely be screened as
22 well.

23 So, again, there's some -- there's give and take
24 there, but that -- if that's how the Commission feels,
25 that direction can be given.

1 MR. POTASHNICK: And how many feet, if we did
2 that --

3 MR. JAGGI: But it's about 10 feet, I think is
4 what we've talked about tonight that that patio is going
5 to have to be shaved off and reworked, about 10 feet.

6 MR. POTASHNICK: And how many square feet of the
7 patio would that eliminate? About?

8 MR. STOCK: Let me -- let me just -- one, two,
9 three, four, five. 50 by 10, 500 square feet.

10 MR. POTASHNICK: Then does that -- would that
11 materially impact what you want to do?

12 MR. STOCK: I'm going to let Tom answer it.

13 MR. TOM COMMINGS: Tom Commings once again.

14 I think it would.

15 And the thing that I think some people seem to
16 be missing is the fact that the area between our enclosed
17 patio and the property line is not a verdant pasture.

18 This is a concrete parking lot with cars going
19 back and forth and all that sort of thing.

20 So, the activity is already present between
21 where we're talking about putting this patio and our
22 property line.

23 Yes, there may be people that come -- that come
24 and sit down closer to our property line, but it's the
25 area between the western side of the building and the

1 property line is already occupied by other uses that are
2 arguably more -- more impactful to the neighbors than a
3 passive use patio.

4 MR. POTASHNICK: Okay.

5 CHAIRMAN LABONTE: Well, I think today, though,
6 I guess I'll disagree maybe with that, because today what
7 I heard you say is it's grass.

8 VOICE: Yeah, it is for now.

9 CHAIRMAN LABONTE: Okay. So -- so, I don't
10 know -- and people probably aren't congregating there
11 today, I'm assuming, is that right or --

12 VOICE: No, they're not.

13 CHAIRMAN LABONTE: So -- so, I think people
14 sitting and -- and eating, people aren't -- today maybe
15 they're in and out, but they're not necessarily
16 congregating there, is that right?

17 MR. TOM COMMINGS: No, but today we don't have
18 an extension of the building that goes all the way to the
19 edge of the grass either.

20 CHAIRMAN LABONTE: Uh-huh.

21 MR. STOCK: I think we can take that under
22 advisement.

23 CHAIRMAN LABONTE: Yeah, I think if you could
24 just take a look at that, that would be appreciated.

25 MR. STOCK: Absolutely. Absolutely.

1 MR. POTASHNICK: Couple more comments there.

2 In the past, we've limited the speaker systems
3 to no more than the existing level of decibels, and, so,
4 if we put that in -- in our conditions --

5 CHAIRMAN LABONTE: Uh-huh.

6 MR. POTASHNICK: -- and we can probably add a
7 sentence in about facing the speakers to make sure that
8 they weren't -- they weren't directed -- they're directed
9 in appropriate direction to give the residents some
10 privacy, that might tackle one of the issues, if you'd be
11 amenable to that, and if we would be amenable to including
12 that.

13 CHAIRMAN LABONTE: Uh-huh.

14 MR. POTASHNICK: Sort of my favorite item, I --
15 I like to include a requirement for irrigation subject to
16 staff review and approval, to leave that -- to leave that
17 to staff.

18 If we're going to put in all these shrubs to
19 make sure that we -- that we -- that we have sufficient
20 irrigation to -- to maintain the shrubs.

21 If our staff is happy with it, I would be -- I
22 would be happy with it.

23 Events. I think we talked about that. I think
24 we just need to do some more homework here in terms of how
25 big -- how long the fence would be.

1 I -- I always get confused when we talk about
2 fences because is this fence going to be high enough to
3 really be a noise -- a noise buffer, or is it just going
4 to be something that's there that -- that we think is
5 going to abate some noise, but it's not really -- not
6 really tall enough.

7 I haven't -- I haven't walked that particular --
8 MR. STOCK: Yeah, fences and shrubbery, you
9 know, they provide limited sound attenuations. It's more
10 about privacy and light intrusions is really what they do.

11 But, you know, sound goes through fences; sound
12 goes through landscaping, and that's just -- that's a
13 fact. They help a little bit, but more what it does is it
14 creates a privacy from one property to another. 6 feet in
15 height, you know, any headlines -- headlights, people
16 walking, unless you're 7 foot tall, you're not looking
17 over that fence.

18 So, I think it's really about the privacy, and
19 that was put in there to mitigate this patio expansion
20 coming a little -- so combination of 4-foot wall.

21 Now, the wall, 4-foot wall, that's going to, you
22 know, masonry is going to attenuate sound, but vinyl fence
23 limited.

24 But I think from a height standpoint, also, I
25 think 6 is appropriate. Sometimes starts to look not

1 natural when you have -- if you were to go taller, 7 or
2 8 feet tall. Six is -- and we understood those two
3 property owners to be -- that immediately about the
4 property to be okay with the location of the fence.

5 So we've got residents that are speaking in the
6 subdivision, but one removed from the property, so we do
7 need to understand --

8 CHAIRMAN LABONTE: Uh-huh.

9 MR. STOCK: -- some of these comments --

10 CHAIRMAN LABONTE: Sure.

11 MR. STOCK: -- and who they're speaking for.
12 Better understanding.

13 MR. POTASHNICK: And is 5 or 6 feet tall, is
14 that acceptable to the staff? Is that --

15 MR. JAGGI: Six feet would be acceptable.
16 That's our --

17 MR. POTASHNICK: Six. Okay.

18 MR. JAGGI: I think in this setting, I agree
19 with Mr. Stock, I think 6 feet would be the right height.

20 MR. POTASHNICK: All right.

21 And then back to the landscaping issue.

22 You know, can you guys do some shuttle diplomacy
23 with -- with the neighbor on -- on the --

24 MR. STOCK: Yes.

25 MR. POTASHNICK: -- on -- on the substance of

1 the -- of the landscaping to make sure that they're up to
2 speed exactly what you're planning on doing, and -- and --
3 and the quality of this fence -- the fence and the fence
4 material?

5 I know we go around and around with fences all
6 the time, so I think there's probably, A, some education
7 that needs to get done, and then I -- I know we have
8 opinions on colors, but -- but we're not the color
9 selection committee, so you guys will have to come back
10 with -- with colors to make everybody -- make everybody
11 happy.

12 But I think if we could do all those sorts of
13 things, we're moving in the right -- we're moving in the
14 right direction, so.

15 MR. STOCK: Thank you.

16 MR. POTASHNICK: That's all my --

17 CHAIRMAN LABONTE: Thank you.

18 MR. POTASHNICK: -- questions.

19 CHAIRMAN LABONTE: Marjorie.

20 MR. RICHTER: I have a question.

21 You told me this lodge has been in operation
22 since the '60s?

23 MR. STOCK: I think '65, mid '60s, yes.

24 MR. RICHTER: Okay. So, your parking has always
25 been along the property line since you built the lodge.

1 So, were the houses already there?

2 So the houses came after?

3 VOICE: That's correct.

4 MR. RICHTER: After you all? Okay.

5 So, this lighting has been a problem for the
6 neighbors from the beginning, since when you first moved
7 there?

8 MR. KEN KLEBAN: Yes, it has been.

9 I think there are more events that take place at
10 the Elks Club than there were in the past.

11 Their membership has expanded.

12 MR. WANG: Will you come up to the front,
13 please.

14 MR. RICHTER: Okay. I was just trying to
15 understand the timeline here.

16 CHAIRMAN LABONTE: Okay. So what we heard is
17 that, yes, it's always been a problem, but that events
18 have -- have extended.

19 MR. RICHTER: But they built there knowing that
20 that lot was there?

21 CHAIRMAN LABONTE: Or bought, yes.

22 MR. RICHTER: Yeah.

23 MR. POTASHNICK: But the new lighting system, is
24 that going to mitigate some -- some of that?

25 MR. STOCK: I'll try to understand it a little

1 bit better before the next meeting.

2 I think we have to bring it into conformity is
3 what we're doing, so we're not going to be casting
4 lighting on -- there's no additional light or anything
5 that's going to be cast on to the residential properties.

6 MR. POTASHNICK: All right.

7 So, maybe in the shuttle diplomacy list --

8 MR. STOCK: Right.

9 MR. POTASHNICK: -- if you toss on the lighting
10 also to get the residents better educated?

11 MR. MICHAEL SCHNETTLER: Yes, I can speak to
12 that.

13 We -- we were aware of concerns with -- with the
14 parking lot illumination, and so we've reached out, cause
15 all of our five lights that we have, four of them along
16 the west wall -- or the west edge of the parking, and the
17 one that's on the building, are all lights that we rent
18 from Ameren -- or lease from Ameren, so, we haven't --
19 right, so we've had a dialogue with them about what we can
20 do and how can we change it, so we haven't closed that
21 loop yet, but we're working that direction.

22 CHAIRMAN LABONTE: Okay. That's great news.

23 Thank you.

24 MR. MICHAEL SCHNETTLER: So -- so that's --
25 that's all the large overhead lighting that's on the

1 parking lot.

2 CHAIRMAN LABONTE: Uh-huh.

3 MR. MICHAEL SCHNETTLER: But --

4 MS. MOORE: I would also like to --

5 MR. MICHAEL SCHNETTLER: -- like George said, we
6 don't have a lot of lighting.

7 MS. MOORE: I would also like to point out that
8 there is a condition of approval included to address the
9 lighting --

10 CHAIRMAN LABONTE: I saw it. Yes. Yes. Yeah.
11 Okay.

12 Yes, sir, you can come up to the podium, please.

13 MR. JAMES LILLENBERG: Marjorie, you had a great
14 question. We --

15 CHAIRMAN LABONTE: Have you shared your name?

16 MR. JAMES LILLENBERG: James Lillenberg.

17 CHAIRMAN LABONTE: Thank you.

18 MR. JAMES LILLENBERG: Marjorie had a great
19 question.

20 We moved in in '92. In the late '90s, the Elks
21 Club almost went out of business. They were considering
22 moving. Their membership had declined. The parking lot
23 was virtually empty except for the swim season during the
24 week. And on occasion on a Friday or Saturday night
25 they'd be full.

1 So, since then, their activity has mushroomed,
2 and there's a lot more activity; there's a lot more cars.
3 They rent out -- or had rented out the facility for a
4 whole bunch of different events and venues.

5 So, it's -- it's not like it was when we first
6 moved there.

7 MR. RICHTER: Okay.

8 MR. JAMES LILLENBERG: Okay.

9 So, our concerns about noise are a lot greater
10 today in 2024, you know, than they were 25 years ago.

11 CHAIRMAN LABONTE: Thank you for sharing that.

12 MR. POTASHNICK: Just have a question.

13 CHAIRMAN LABONTE: So I --

14 MR. JAMES LILLENBERG: Also, Mike had a
15 wonderful suggestion.

16 On the northern perimeter, there's these bumper
17 stops along the line where you can move the parking back 2
18 or 3 feet with a stop and allow that fence to be offset,
19 so you don't have to cut down trees.

20 And would the landscaping be on the Elks' side
21 of the fence?

22 CHAIRMAN LABONTE: So, I think that's all
23 something to be discussed.

24 MR. JAMES LILLENBERG: Because as residents, if
25 it's on the Elks' side, we're not going to see it, as

1 residents.

2 CHAIRMAN LABONTE: Right. Thank you.

3 So, do we want to --

4 MR. POTASHNICK: I have a question.

5 CHAIRMAN LABONTE: Yes, sir.

6 MR. POTASHNICK: Can we be authorized, I'd like
7 to walk that property, but, obviously, we're not going
8 to -- wouldn't do that unless it deemed appropriate.

9 CHAIRMAN LABONTE: Jason.

10 MR. JAGGI: If we're going to do that we'll have
11 to put the meeting notice --

12 MR. LUMLEY: I don't think he means
13 collectively.

14 MR. POTASHNICK: I'd just like to go myself.

15 MR. JAGGI: Oh, my apologies.

16 MR. POTASHNICK: Yeah, typically, I would drive
17 by, and no big deal, cause I'm not trespassing on -- on
18 somebody's --

19 MR. JAGGI: I believe if you wanted to drive by
20 and walk it yourself, I don't -- I don't believe the Elks
21 would have a concern with that. They can certainly speak
22 to the contrary, but I don't see that as an issue.

23 I just certainly wouldn't engage with any
24 parties regarding the application because that's -- you
25 know, that's something that we all need to do at the

1 meeting, but, you know --

2 MR. POTASHNICK: No, I've got it. Yeah.

3 I just like to -- I'd just --

4 MR. JAGGI: So you just want to walk the
5 property.

6 MR. POTASHNICK: I'd like to walk the property
7 cause I'd like to see that corner where the fence might be
8 or where the fence might be, I would be able to understand
9 that, but I'd like to understand the treeline going back
10 to what the issues are or aren't, so.

11 MR. JAGGI: I do think there'll be more
12 information that follows at the next meeting on --

13 CHAIRMAN LABONTE: Okay.

14 So, do we just pause the public hearing for
15 today and --

16 MR. JAGGI: I would recommend -- the other thing
17 is we are canceling the next meeting of October 7th, so we
18 have already done that.

19 So the meeting would be the following meeting,
20 so it would be October 21st, I believe, would be the next
21 meeting of the Commission, so it actually allows more time
22 because we will not have a meeting on October 7th.

23 So, do want to make everyone aware of that.
24 This matter would come before the Commission on
25 October 21st.

1 MS. O'BRIEN: So a motion --

2 MR. JAGGI: So a motion to continue to that
3 meeting would be appropriate.

4 MS. O'BRIEN: I move that the hearing be
5 continued on this application.

6 MR. BUELTER: Second.

7 CHAIRMAN LABONTE: All in favor?

8 (All responded aye.)

9 CHAIRMAN LABONTE: Okay.

10 So it will be continued to -- what was the date
11 again, Jason, October 21st?

12 MR. JAGGI: Yes.

13 CHAIRMAN LABONTE: Okay.

14 Thank you very much.

15 MR. STOCK: Thank you.

16 (The Public Hearing was continued to the meeting
17 of October 21, 2024.)

18

19

20

21

22

23

24

25

1 STATE OF MISSOURI)
2) SS
3 COUNTY OF ST. LOUIS)

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

11
12
13 Deborah McLaughlin, RPR, MO-CCR, IL-CSR, KS-CCR
14 Deborah K. McLaughlin, RPR, MO-CCR, IL-CSR, KS-CCR
15
16
17
18
19
20
21
22
23
24
25

1 PLANNING AND ZONING COMMISSION MEETING

2 CITY OF CREVE COEUR, MISSOURI

3 300 NORTH NEW BALLAS ROAD

4 MONDAY, OCTOBER 21, 2024

5 6:00 P.M.

6
7 PUBLIC HEARING

8 APPLICATION NO. 24-023

9
10 THOSE IN ATTENDANCE:

11 Ms. Julie LaBonte, Chair

12 Mr. AJ Wang

13 Ms. Rhonda O'Brien

14 Mr. Thomas Buelter

15 Ms. Marjorie Richter

16 Mr. Stephan Tomlinson

17 Ms. Stephanie Karr, City Attorney

18 Mr. Jason Jaggi, Director of Community Development

19 Ms. Bethany L. Moore, City Planner

20 Ms. Christine Schuermann, Recording Secretary

21
22 McLaughlin Court Reporting Services, Inc.

23 Deborah K. McLaughlin, RPR, MO-CCR #314, IL-CSR, KS-CCR

24 4772 Gatesbury Drive

25 St. Louis, MO 63128

(314) 974-1199

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

3 Mr. Buelter?

4 MR. BUELTER: Here.

5 CHAIRMAN LABONTE: Ms. O'Brien?

6 MS. O'BRIEN: Here.

7 CHAIRMAN LABONTE: Mr. Potashnick is absent.

8 Ms. Richter?

9 MR. RICHTER: Here.

10 CHAIRMAN LABONTE: Mr. Tomlinson?

11 MR. TOMLINSON: Here.

12 CHAIRMAN LABONTE: Mr. Wang?

13 MR. WANG: Here.

14 CHAIRMAN LABONTE: Ms. Karr?

15 MS. KARR: Here.

16 CHAIRMAN LABONTE: Mr. Jaggi?

17 MR. JAGGI: Here.

18 CHAIRMAN LABONTE: Ms. Moore?

19 MS. MOORE: Here.

20 CHAIRMAN LABONTE: And, Ms. Schuermann?

21 MS. SCHUERMAN: Here.

22 CHAIRMAN LABONTE: Okay. Well, then we'll start
23 with our Unfinished Business.

24 It's a continuation of our Public Hearing

25 Application 24-023: A New Conditional Use Permit With

1 Associated Site Development Plan for the St. Louis Elks
2 Lodge No. 9 located at 12481 Ladue Road.

3 If anyone that is speaking could please stand
4 and come forward to be sworn in.

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

7 CHAIRMAN LABONTE: Thank you.

8 MR. STOCK: Good evening, Madam Chairman,
9 Members of the Commission.

10 For the record, my name's George Stock. I'm
11 with Stock & Associates Consulting Engineers. And I'm
12 here this evening on behalf of the St. Louis Elks Club
13 located at 12481 Ladue Road.

14 It's a continuation of our meeting last month
15 where there was a lot of discussion about the project
16 expansion, lot of discussion, comments and questions from
17 the Commission, as well as the residents, primarily the
18 residents which live in Ladue Grove immediately to our
19 west.

20 And, so, really, this evening what I'm here to
21 share with you are the changes that have been made
22 following that meeting, an on-site meeting with the
23 residents and discussions.

24 And, basically, the concern has been some of the
25 nonconformity that exists with the Elks and how to

1 appropriately buffer along the west property line.

2 So, what's been agreed, we had a 6-foot fence
3 along the west property line. That 6-foot fence has been
4 extended both to the north and south, and such that all
5 that existing parking that is within close proximity to
6 the property line would have a fence and screened lights.
7 So, that's a big change.

8 The other concern was with the outdoor patio.
9 As many of you remember, we had an outdoor patio in this
10 area. There's the 50-foot setback that exists along that
11 west property line. And that patio was a -- a point of
12 concern, activity in the evenings and so forth, and, so,
13 we, basically, simply deleted that from the site plan, the
14 application, and it's just the building addition and the
15 patio that's part of that building addition that's being
16 added.

17 So, increase in the fence length from the north
18 into the asphalt, the south end of the asphalt along Ladue
19 Road.

20 And then there's a new landscape plan that was
21 submitted. One of the species that was referenced, the
22 burning bush, we learned from city staff that that's not
23 permitted, so we replaced the burning bush with boxwoods.

24 So, really, we're here to answer any questions.
25 I believe the residents are here as well.

1 And, hopefully, that these satisfy the
2 Commission, that we worked collaboratively with the
3 neighbors and have a good plan forward.

4 Thank you.

5 CHAIRMAN LABONTE: Thank you.

6 Any questions?

7 Thank you.

8 MR. STOCK: You're welcome. Thank you.

9 MS. MOORE: All right. Bethany Moore, City
10 Planner.

11 So, I -- this is the conditional use permit with
12 associated site development plan for the Elks Lodge
13 located at 12481 on Ladue Road.

14 I just have a summary of the changes that have
15 been made since the previous meeting to the application.

16 I'm sorry about that noise. We've had that
17 before. We don't know what it is.

18 Okay. So, here, again, it's just to remind you
19 about the request.

20 It's a existing use in the A-Single Family
21 Zoning District. It's currently operating without a
22 conditional use permit, so this would be allowing for the
23 conditional use permit for the already existing property.
24 It is a civic and social organization.

25 And they are also adding an addition to the

1 front and adding some additional parking as well.

2 So, just a -- a summary of the revisions that
3 they've made since last time is that, as Mr. Stock said,
4 that they extended that fence both ways, in both
5 directions, so it extends the entire length of the parking
6 lot that is adjacent to residential.

7 They have provided a landscaping plan, which
8 does provide more details for the landscaping than they
9 proposed.

10 And as he mentioned, there is an invasive
11 species that we will not be able to approve, so they're
12 going to just replace that with a different species.

13 And then also removal of the uncovered patio
14 that was to the west of the building. And if you'll
15 remember, that was within that buffer area. So that is no
16 longer a part of the project and it will stay lawn.

17 And, again, just here is the site plan. This
18 orange part is the new addition at the front of the
19 building.

20 This lawn area is where that patio was going to
21 be, but it no longer is going to be there.

22 And then these are the new parking spots here in
23 front.

24 And they are proposing to have landscaping here
25 in order to provide some light screening and then

1 landscaping here and then in the front.

2 So their site coverage is still well below the
3 maximum. They're allowed to have 40 percent, and they --
4 with this new proposal, they'll be at 28.9 percent.

5 And, again, just a reminder, here is the current
6 elevation and here is the proposed elevation. And this is
7 the area where that deck for that patio area was, and it
8 will no longer have this wall either.

9 And then they provided some additional details
10 about that fence. It's going to be a 6-foot tall fence,
11 and this is what it will look like. They did provide
12 detail. And it's vinyl and a khaki color.

13 Again, just more details about the landscaping
14 plan. And this -- we have a condition of approval that a
15 final landscaping plan be approved per staff -- or be
16 submitted for staff approval cause we do have to get that
17 burning bush out of there.

18 And then we also need a plant schedule. A plant
19 schedule wasn't provided, so that's just something they'll
20 have to add.

21 And then some conditions of approval.

22 Like I said, that landscaping plan. They'll be
23 enclosing the -- the trash enclosure, currently, there's
24 just a dumpster, so they'll be putting a trash enclosure
25 around that.

1 It has restrictions on the lighting for the
2 volleyball courts. They are not to extend past 9 p.m.
3 seven days a week.

4 Some requirements for parking. They're not
5 supposed to be parking on the lawns or unimproved
6 surfaces. That's why they have those additional parking
7 spaces.

8 And then, again, limiting the outdoor speaker
9 usage, because there is still an outdoor patio in the
10 front, to not past 9 p.m.

11 Any other questions about the conditional use
12 permit?

13 MR. BUELTER: I think they addressed them all.

14 CHAIRMAN LABONTE: Yeah.

15 MR. JAGGI: I do have one -- one correction, I
16 think.

17 Just -- you have on the slide, it says 9 p.m.
18 for the volleyball courts. Our draft ordinance shows
19 11 p.m., so I would like to -- I think we need to correct
20 it to 11 p.m. for the volleyball courts.

21 MS. MOORE: Okay.

22 MR. JAGGI: Yeah, I think that was just an
23 error. So the request would be approved with 11 p.m. for
24 the --

25 CHAIRMAN LABONTE: Okay.

1 MS. O'BRIEN: So, that's just the lights and
2 activity. There won't be speakers or music or anything?

3 MR. JAGGI: I believe that's correct, but the
4 applicants can certainly speak to that in more detail.

5 MR. MIKE SCHNETTLER: Hi. Mike Schnettler,
6 12523 Trammell Court.

7 And I'm a member of the Elks, a trustee there.

8 Our volleyball courts have a -- a extended
9 lighting that -- that shines on the courts, provide
10 visibility, of course, during the games, and that's
11 typically shut off at eleven o'clock, that's correct.

12 There is music that plays out there, but it's
13 local to the courts. It's just a local speaker. And,
14 it's -- in fact, you can't even hear it half the time, so,
15 but anyway, that's all we've got on the courts and it's
16 all off by eleven o'clock.

17 MR. BUELTER: Is that eleven o'clock seven days
18 a week or just weekends or --

19 MR. MIKE SCHNETTLER: No, that's most -- most
20 every night, yes, in the peak and summertime. It cuts
21 back. We have a lot of youth leagues that go on on
22 Fridays and Saturdays during the summer. They cut off
23 when school starts.

24 CHAIRMAN LABONTE: Okay.

25 MR. MIKE SCHNETTLER: Any other questions?

1 MS. O'BRIEN: Is there -- is there a decibel
2 limit on those kind of outdoor speakers?

3 MR. JAGGI: There is.

4 MS. O'BRIEN: So, that if there's a problem,
5 somebody can --

6 MR. JAGGI: Yes, they're subject to St. Louis
7 County's environmental noise standards. Our code
8 references the county's noise standard, so, if we were to
9 get a complaint from adjacent residents, we could involve
10 the County Health Department, and we can take decibel
11 readings and so forth, so they are subject to that.

12 CHAIRMAN LABONTE: Okay.

13 Any other questions?

14 Open it up for public comment.

15 George Stock. You already spoke.

16 Michael Schnettler. You spoke.

17 And then Ken Kleban.

18 Thank you.

19 Does he need to be sworn in to speak?

20 THE COURT REPORTER: He stood before.

21 CHAIRMAN LABONTE: He stood. Okay. Thank you.

22 If you could state your name and address,
23 please.

24 MR. KEN KLEBAN: Sure. Ken Kleban, 136 Ladue
25 Grove Lane. One of the property owners adjacent to the

1 Elks Club.

2 I'm here to tell you that the residents
3 appreciate the concessions that the Elks made, and we are
4 fully supportive of their plan.

5 They have -- they have taken care of all of our
6 objections.

7 There was a little bit of a change. We thought
8 that the -- the volleyball courts would be shut down at
9 nine. They had been eleven.

10 We would appreciate it maybe compromising at
11 ten, but it is not something that we would block the
12 expansion for.

13 So, thank you to the Elks for being good
14 neighbors.

15 CHAIRMAN LABONTE: Thank you.

16 Any discussion?

17 Okay. Do you want to read the exhibits?

18 MS. KARR: Yes.

19 So, relative to this matter, the City would like
20 to introduce the following exhibits into the record:
21 Exhibit No. 1 is the notice documentation in possession of
22 the City Clerk; Exhibit No. 2 is a collective exhibit
23 consisting of staff reports, Planning & Zoning letters and
24 minutes regarding the Public Hearings and these
25 proceedings; Exhibit 3, are documents that have been

1 presented by any presenter and the written submittals of
2 the applicant; Exhibit No. 4 is the City Code of
3 Ordinances and the Charter of the City of Creve Coeur;
4 Exhibit 5 is the City Comprehensive Plan, and Exhibit 6 is
5 the public file regarding this application.

6 CHAIRMAN LABONTE: Thank you.

7 (The Public Hearing was concluded at 6:14 p.m.)
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

1 STATE OF MISSOURI)
2) SS
3 COUNTY OF ST. LOUIS)

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

11
12
13 Deborah McLaughlin, RPR, MO-CCR, IL-CSR, KS-CCR
14 Deborah K. McLaughlin, RPR, MO-CCR, IL-CSR, KS-CCR

15
16
17
18
19
20
21
22
23
24
25



APPLICATION TO PLANNING AND ZONING COMMISSION

#24-023: A NEW CONDITIONAL USE PERMIT WITH ASSOCIATED SITE DEVELOPMENT PLAN FOR THE ST. LOUIS ELKS LODGE #9 LOCATED AT 12481 LADUE ROAD

FOR THE MEETING OF: Monday, September 16, 2024

LOCATION: 12481 Ladue Road, Zoned A-Single Family Residential

REQUEST: George M. Stock, of Stock and Associates Consulting Engineers, Inc., on behalf of Tom Cummings of St. Louis Lodge No. 9 Benevolent and Protective Order of Elks, at 12481 Ladue Road, Creve Coeur, MO 63141, has submitted an application for a new conditional use permit to allow for an approximately 1,947 sq. ft. building addition and additional onsite parking spaces in the "A" Single Family Residential zoning district. Civic and Social Organizations (NAICS 813410) in residentially zoned districts are permitted as conditional uses with review and final approval by the City Council upon the recommendation of the Planning and Zoning Commission.

ADDITIONAL INFORMATION: On July 22, 2024 City Council adopted Ordinance 5902 revising the minimum conditional use requirements for various membership organizations of Section 405.470 Conditional Uses and revising the definition of site coverage in Section 405.120. This ordinance allowed an increase in site coverage for such conditional uses up to 40% and excluded pool decks, plazas and outdoor recreational courts from the site coverage calculation.

Key Issues:

- Does the request further the goals and/or implement the Comprehensive Plan?
- Is the request consistent with the required findings for a conditional use permit?
- Does the request follow the Design Guidelines?

Creve Coeur 2030 Plan References

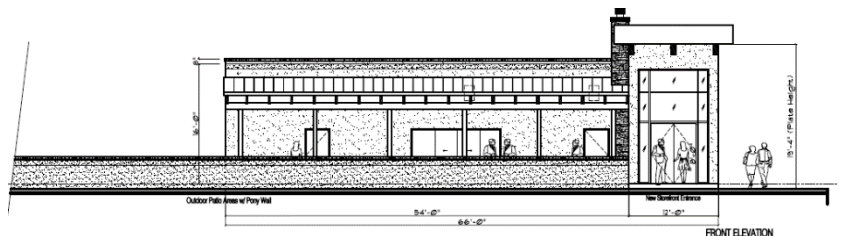
- Civic Place Type
- Design Guidelines

Zoning Code References

- Section 405.250: A-Single-Family Residential Zoning District
- Section 405.1070 Conditional Use Permits

APPLICANT: Tom Cummings
St. Louis Lodge No.9 Benevolent
& Protective Order of Elks
12481 Ladue Road
Creve Coeur, Mo 63141

REPRESENTATIVE: George M. Stock
Stock & Associates Consulting
Engineers, Inc.
257 Chesterfield Business Parkway
Chesterfield, Mo 63005



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

DATE: 9/11/24

ATTACHMENTS: Applicant's revised materials submitted September 6, 2024; Draft Ordinance

BACKGROUND AND PROJECT DESCRIPTION

The St. Louis Elks Lodge No. 9 is a benevolent fraternal organization that has been in its current location since 1965 and no improvements have been made to the building's usable space. The current use has been in operation since that time and before it was annexed into the City of Creve Coeur in 1991. Per Section 405.210(A)(2) Regulation of Uses any existing use which was a permitted use prior to the adoption of this Chapter and which is designated as a conditional use by this Chapter may continue as if it were approved as a conditional use. The current use includes a salt water swimming pool with patio, two sand volleyball courts with a pavilion and refreshment area and a small covered patio space at the front of the building with TVs.

The applicant is desiring to improve the Lodge for its members and update its appearance. The property is a 5.76 acres lot that is bounded by Ladue Lakes undeveloped common ground to the north, the Traditional Congregation to the East, Ladue Road to the South, and Ladue Grove subdivision to the west. Elks Lodge #9, is proposing to add a 1,947 square foot addition with a 1,000 square foot meatal canopy over an outdoor patio area to the front of their existing building, add 20 new parking stalls and install a site proof fence along the western property line that borders the Ladue Grove subdivision. The Elks Lodge, (NAICS 813410) Civic and Social Organizations is an existing Conditional Use in the "A" Single-Family Residential zoning district and operates without a Conditional Use permit per Section 405.210(A)(2). The proposal would create a new CUP for the use and accommodate the new addition and parking stalls. The Elks Lodge is subject to the recently adopted Ordinance 5902 which increased the allowed maximum site coverage for the subject property from 25% to 40% and excluded pool decks, plazas, and outdoor recreational courts from the site coverage calculation. Currently, the subject property has 26.6% site coverage and the proposal will increase the site coverage to 28.9%.

LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

Direction	Use	Zoning District	Separated by
North	Single-Family Residential	"A" Single-Family Residential	N/A
South	Single-Family Residential	"A-RDD" Single-Family Residential	Ladue Road
East	Traditional Congregation of Creve Coeur	"A" Single-Family Residential	N/A
West	Single-Family Residential	"A" Single-Family Residential	N/A

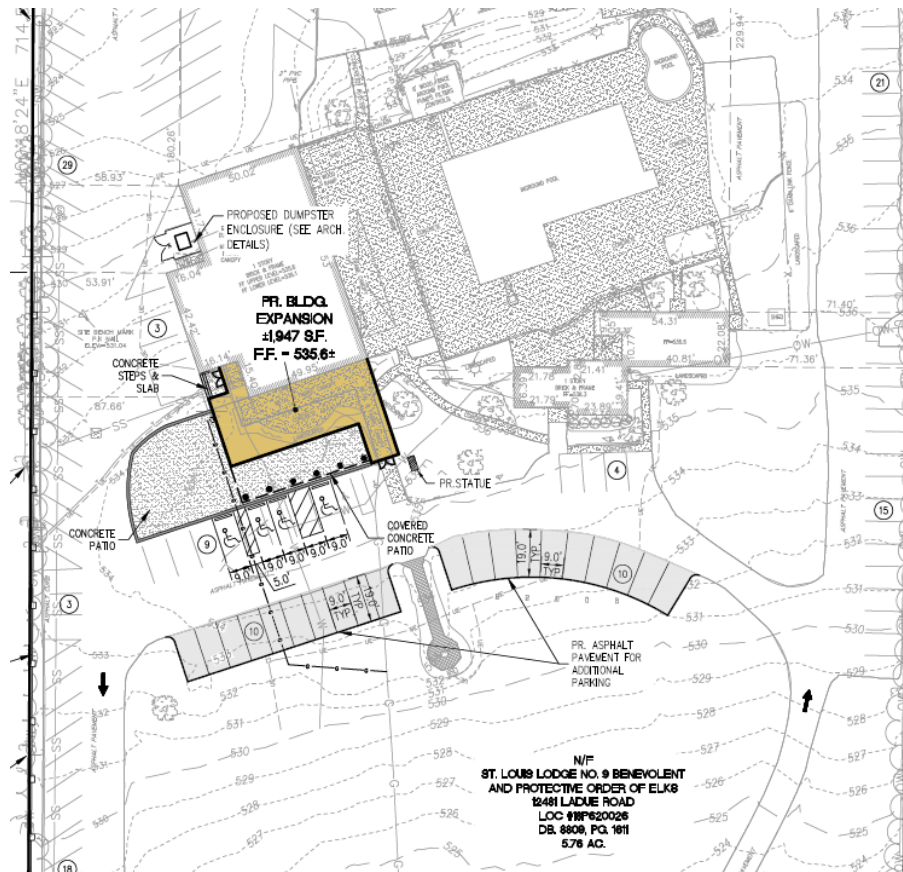


Figure 1: Proposed Site Development Plan.

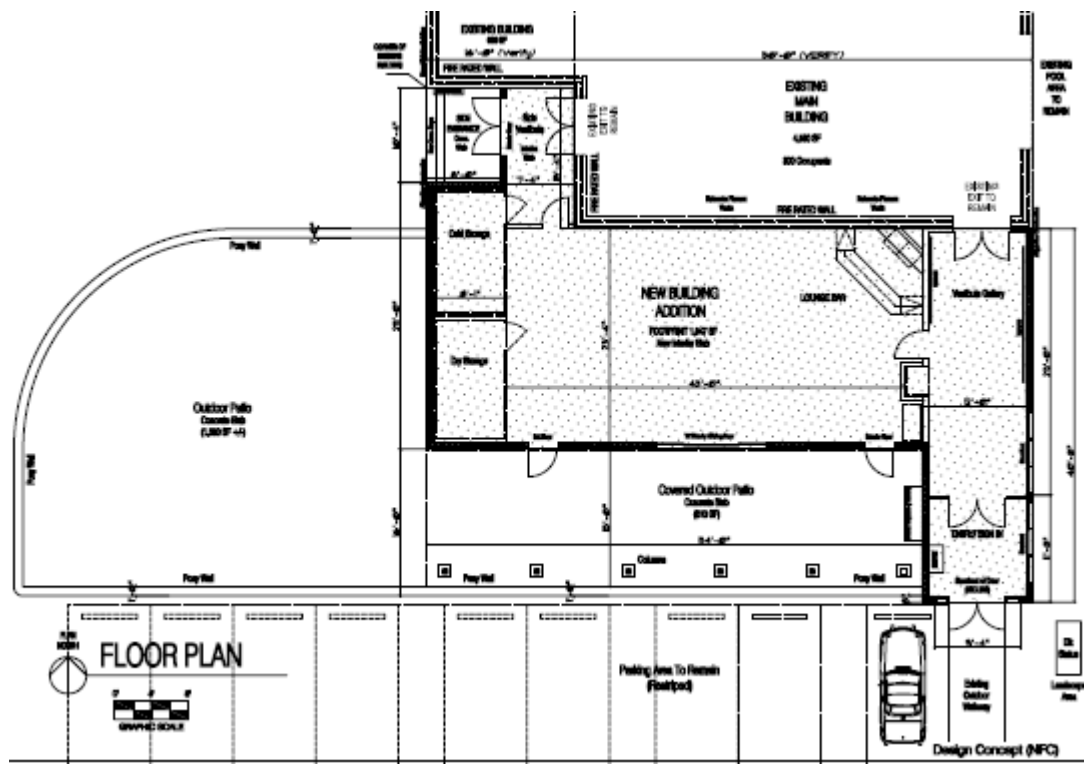


Figure 2: Proposed Floor Plan.

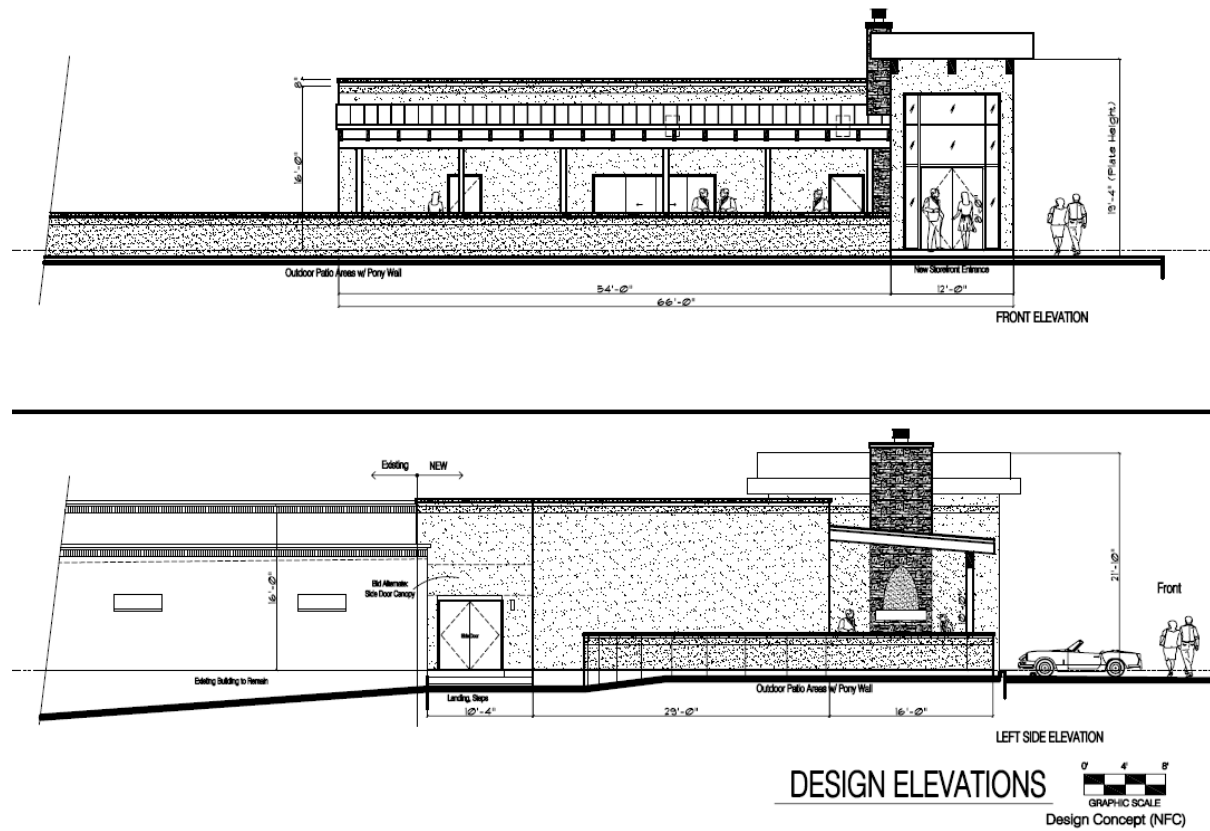


Figure 3: Proposed Addition Elevations.



Figure 4: Rendering of New Addition.

COMPREHENSIVE PLAN REVIEW

The subject property is located within the *Creve Coeur 2030 Comprehensive Plan's* Civic (CV) Place Type for Campus and Institutional Districts, whose vision is a community place type or overlay for various institutional uses – including schools, churches, religious facilities, and public facilities – that are comprised of a single primary building with ancillary or out-buildings on a single lot, with a minimum of three acres (p.108). The Comprehensive Plan recommendations for Civic and Institutional Place Types are to be compatible with neighboring residential and commercial place type districts; setbacks should be developed separately for each civic and institutional place type to reflect each place type's articulated vision. When lot directly abut other lots of a different residential Community Place Type, a landscape buffer, measured horizontally from the lot boundary, should be provided. When located in primarily residential areas, established a "green edge" landscape zoned, measured horizontally from the lot boundary along all street frontages to maintain compatibility with the surrounding development character; buildings shall be prohibited from this landscape zone. (p. 110). The Applicants have included minimal new landscaping and a sight proof fence to aid in providing for a buffer between the existing residences to the west and the new addition. Given the pre-existing nature of the site, the existing building location, and with the items discussed further below, Staff finds that the proposed alteration is in compliance with the Comprehensive Plan in as much as this request can.

Design Guidelines

The City's Design Guidelines discuss that the primary building entrance should be clearly defined and provide a sense of entry and oriented to the street, provide for protection from the elements, such as recessed roof overhangs, projecting canopies or other similar features (p. 8) and quality design and materials that are consistent with the remaining building. The new entrance will provide for a greater sense of entry and the overall design is an improvement over the existing facility. The design provides a more modern appearance than the existing building and the proposed awning elements on the front and east side of the building provide a visual connection between the existing portion of the building and the new front addition. The new addition should block any visibility of the old building to anyone traveling along Ladue Road. The use of a product visually similar to the appearance of EIFS as the primary material is not recommended by the Design Guidelines which recommend it is used as an accent material and it provides no connection to the red brick material of the existing building. The building sits back several hundred feet from the right-of-way line of Ladue Road which Staff believes makes the extensive use of the primary material on the addition less of a concern than if it was used on a building closer to the road. Staff suggests the Commission discuss the material choice with the applicant if there is any concern with the proposed main material on the addition.

The design of off-street parking areas should limit vast open areas of asphalt parking spaces, especially in the front of commercial buildings. Parking lots need to be broken up into smaller, palatable spaces interconnected by landscaped pedestrian linkages. These linkages should be separate pedestrian walkways buffered with landscaping. Parking areas located to the side or rear of commercial buildings or parking structure to replace large open asphalt parking areas are encouraged (p.19.) Building services, such as delivery and trash enclosures, should be located in the less visible areas and screened (p.10.) The majority of the parking lot is existing and the proposed 20 additional spaces are shown broken up into two groups of ten with landscaping in between. The parking stalls are proposed to be in front of the building but will sit back several hundred feet from Ladue Road. Staff recommends that additional low landscaping be placed in front of the new parking stalls to reduce headlight glare and buffer the parking from Ladue Road to comply with the requirements for parking lots adjacent to right-of-way per Section 405.810.A.5.b. Although the parking is located roughly 400 feet from Ladue Road the space is relatively open. A condition of approval has been added to reflect this. The existing dumpster, though blocked from view by the building, is without an enclosure and the applicant has provided a new trash enclosure on the plans of a neutral-colored vinyl sight proof fence to screen it.

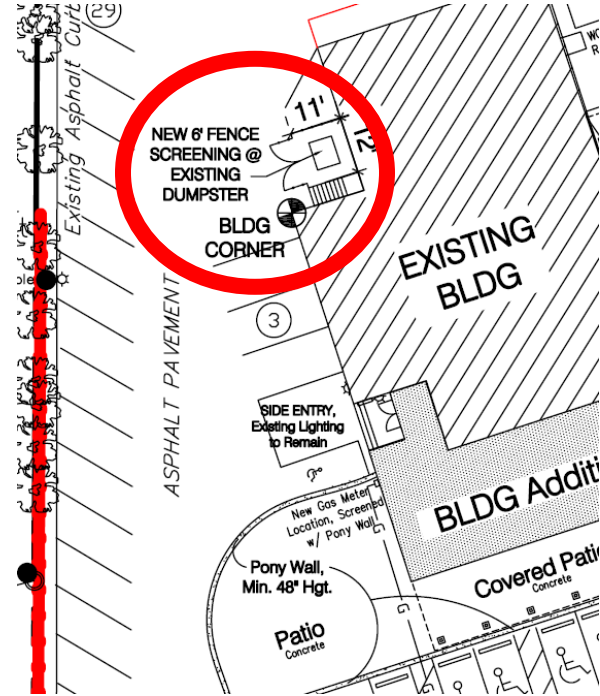


Figure 5: Existing Dumpster Location (left) and Proposed Dumpster Enclosure Shown on Plans (right).

ZONING REVIEW

The subject property was originally built in 1965 and annexed into the City in 1991. Section 405.210(A)(2) of Regulation of Uses provides that any existing use which was a permitted use prior to the adoption of this Chapter and which is designated as a conditional use by this Chapter may continue as if it were approved as a conditional use without a conditional use permit. The current proposal to add the 1,947 square foot front addition and 20 parking spaces requires the adoption of a new CUP. The current facilities on site include a salt water swimming pool, two sand beach volleyball courts with a pavilion and refreshments area and a covered patio are with TVs on the front. Conditions of approval have been added to restrict these uses such as limiting the volleyball court lighting to no later than 11PM 7 days a week due to the subject property's location in a residential area.

The site does contain pre-existing non-conformities related to buffer yards. Section 405.250(E)(4)(f) Buffer yard for conditional uses under the A Single-Family District requires that any lot or parcel abutting or adjoining a single-family use in a residential district shall provide a buffer yard of a minimum of twenty-five (25) feet on all sides that abut the single-family use in the residential district. The buffer yard shall not contain any impervious surface and shall be landscaped and provided with other screening devices as deemed appropriate by the Planning and Zoning Commission. Therefore, a buffer is required along the west property line but is not provided due to the row of existing parking within this area that is considered pre-existing, non-conforming. Section 405.1080 requires site development plan review for a conditional use permit where there is a significant alteration to the exterior of the building or site, and any new impermeable site coverage over 500 square feet. The proposed new addition is a 1,947 square foot addition to the front of the building with outdoor patio, with 20 new parking spaces provided in what is currently the lawn across from the entrance. The new addition is no closer to the west property line than the existing building but the new patio area is and a condition of approval has been added that no speakers shall be used past 9PM given its proximity to residences. The existing site coverage is 26.6% and the proposal will increase the site coverage to 28.9%, which is less than the allowed maximum of 40% site coverage for such conditional uses in residential zoning districts.

Parking

Section 405.820(H)(7)(e) of the required Off-Street Parking Spaces regulations require that public or private commercially operated recreational complexes and associated structures provide five (5) spaces per gross acre plus one (1) space per one hundred (100) square feet of floor area for associated support buildings. The property is 5.76 acres, with 9,141 sq. ft. of total buildings with the addition included, a total of 122 spaces is required and 154 are proposed to be provided on site.

Fence

As discussed above, the Applicants have included a 290 foot long 6-foot-tall sight-proof vinyl fence to buffer the residences and provide headlight screening. The fence does not extend the entire length of the property line and the applicants have stated this is due to the fact that the adjacent residents would like to preserve as much of the existing foliage along the property line as possible while also providing a barrier between the parking lot and the houses. The Commission should review the proposed location of the fencing and determine if it sufficient or if more should be added. Staff has included in the condition that the fence shall be a neutral color.

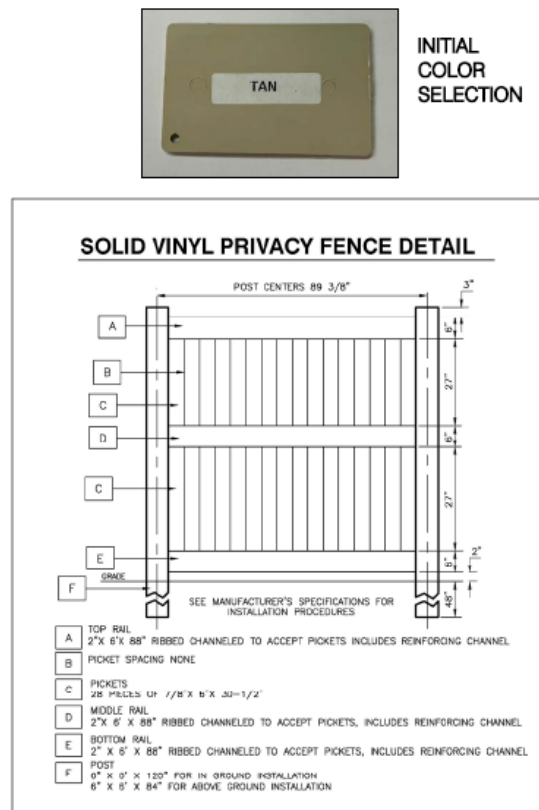


Figure 6: Fence Detail per Plans.

Landscaping:

A landscaping plan was provided but staff have added a condition of approval that a final landscaping plan be submitted for staff review to address the items mentioned below. The Applicants are relying on the combination of the existing vegetation, the new fencing and minimal new landscaping to meet with the Code requirement in as much as the existing conditions will allow since a buffer cannot be provided on the west side of the property. The landscaping plan states that 6 boxwood shrubs will be added to screen the 5 parking spaces closest to Ladue Road that are not covered by the fence. Additional boxwoods are proposed along the entry sidewalk in front of the building. The landscaping plan shows that

landscaping will be provided between the two sets of ten new parking spaces but no further plant information is provided. Staff has added a condition of approval that additional low landscaping be added in front of the new parking spaces to comply with Section 405.810.A.5.b and screen any headlight glare from Ladue Road. Staff recommends that the Commission review the proposed screening along the property line and discuss with the Applicant to determine if the proposed improvements are sufficient or if the fence should be extended further along the full length of the parking area or additional landscaping added.

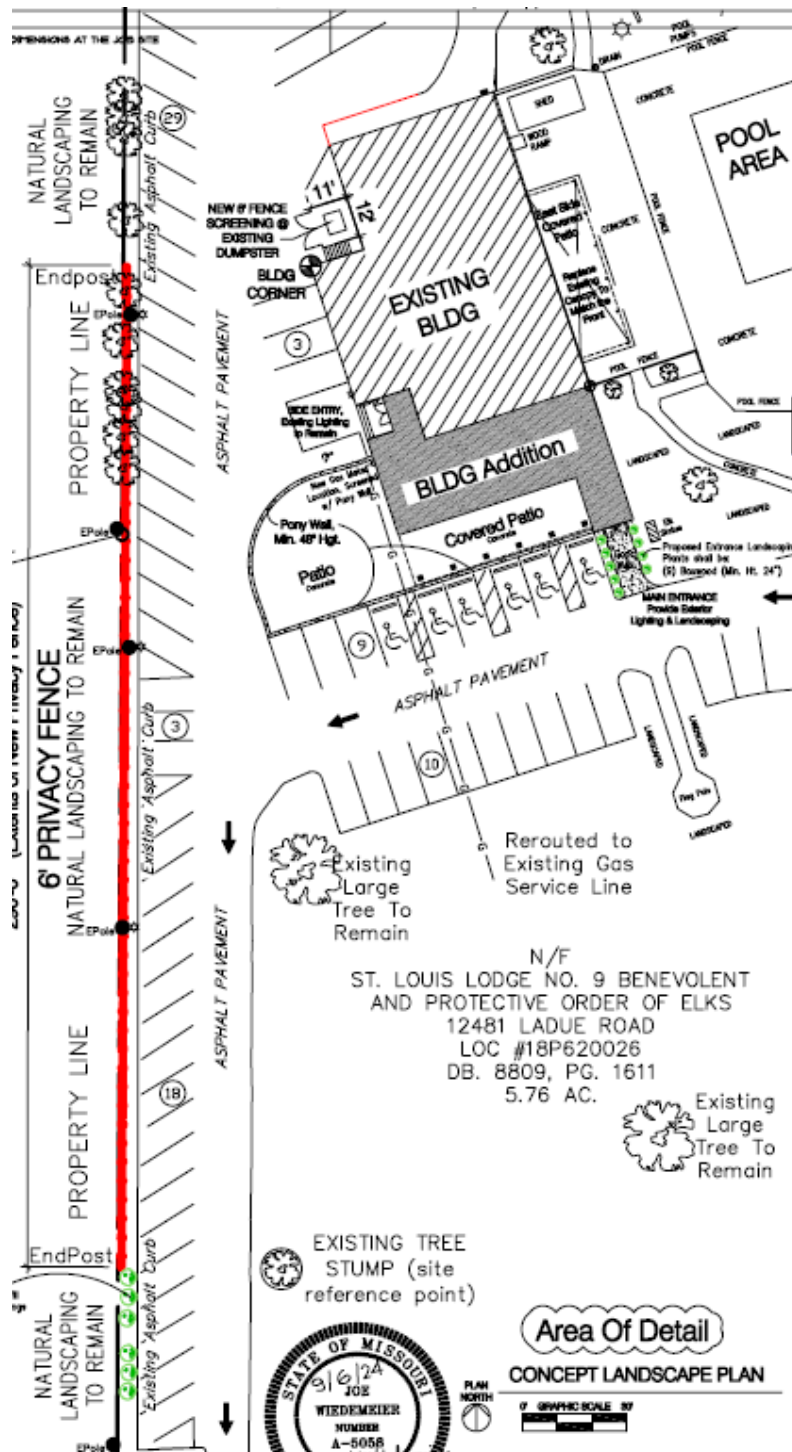


Figure 7: Landscaping Detail with Fence Location in Red.

Lighting

Staff asked that any existing lighting on the west side of the building and any new lighting be down cast and shielded as not to emit light above a 90-degree angle as required by Section 405.680. The photometric plan provided shows that light levels along the west property line are compliant with this section. A condition of approval has been added to reflect this.

RECOMMENDATION

Based on the above analysis, the request for a new conditional use permit meets all of the requirements of the Comprehensive Plan and Zoning Ordinance as close as a such a project can while the acknowledging that there are pre-existing conditions from when the property was originally developed. Staff recommends a conditional use permit be established for the property subject to the conditions below which are included in the draft ordinance:

1. The Conditional Use Permit shall be for the operation of a Civic and Social Organizations (NAICS 813410) for the Elks Lodge St. Louis #9 on the property addressed as 12481 Ladue Road.
2. Hours of operation are as follows: Elks Facility, Outdoors: Monday through Friday 8 AM to 11 PM, Saturday 8 AM to 12 Midnight; and, Sunday 9 AM to 11PM. Elks Facility, Indoors: Monday through Saturday 6:30 AM to 1:30 AM; and, Sunday, 9 AM to 12 Midnight.
3. The applicant is required to submit Grading Plans, showing all exterior improvements, for all new construction to the Division of Planning for review, as required by Section 410.380 of the Subdivision and Land Development Regulations (Subdivision Code). The Grading Plans shall be in substantial conformance with the "Site Development Plan," received September 6, 2024 as bound together and submitted in conjunction with Application #24-023, as submitted by Stock and Associates Consulting Engineers, Inc.
4. The Applicant is required to submit a Building Permit application, as required by Article II of the Building Code. Exterior elevations shall be in substantial conformance with the Elevations submitted on August 16, 2024 as bound together and submitted in conjunction with Application #24-023 by Wiedemeier Architects, Inc.
5. The Applicant shall submit a final Landscape Plan that complies with by Section 405.540 Landscaping Regulations for the Zoning Administrator's approval. The landscape plan shall show existing and proposed plant materials including landscaping in front of the proposed new parking spots in order to comply with Section 405.810.A.5.b. Vegetation that is totally or predominantly dead and/or disfigured due to disease or injury shall be replaced as needed.
6. The Trash encloser and property line fence shall be a six-foot-tall sight-proof vinyl fence in a neutral color.
7. Lighting of the existing volleyball courts shall not extend beyond 11PM seven days a week.
8. Parking on lawns or other unimproved surfaces other than paved and striped spaces shall be prohibited, except as may be authorized by the Zoning Administrator as a Temporary Use pursuant to Section 405.480.
9. Any renting of the property shall remain subordinate to the primary use of the property as a membership-based fraternal organization.
10. No live music or speaker usage on the outside patio in front of the building shall occur past 9 PM, seven days a week.
11. Trash pickup shall be in conformance at all times with the allowable hours provided in Section 235.070.
12. All existing light fixtures shall be brought into conformance with Section 405.680. Any additional exterior lighting or future replacement lighting shall require approval by the Planning and Zoning Commission pursuant to Section 405.680.B.1.
13. All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code.
14. Any future enlargement, extension, expansion or exterior alteration in the use of the structures or site must be approved by the City Council upon receipt of the recommendation of the Planning and

Zoning Commission as an amendment to the Conditional Use Permit before a Building Permit for the enlargement, expansion or exterior alteration may be issued.

15. Failure to comply with any one or all of the conditions of this permit shall be adequate cause for the revocation of said permit by the City Council, provided, however, no permit shall be revoked without prior notice to the owner of the intention of the City Council to revoke this permit and reasonable time granted to the owner to correct or remedy any such breach of conditions, except for repeated breaches or violations.
16. No conditional use permit granted by the City Council shall be valid for a period longer than one year from the date it grants the conditional use permit, unless within such period: (1) a building permit is obtained and construction is begun; or (2) if a building permit is not required, an occupancy permit is obtained and the use of the building commenced. The City Council may grant extensions to the one (1) year period of not more than one hundred and eighty (180) days each, without notice or hearing, provided that a written request for such extension is filed by the original applicant and approved by the City Council prior to the date the conditional use permit is scheduled to expire.
17. Any transfer of ownership or lease of the property shall include in the transfer or lease agreement a provision that the purchaser or lessee agrees to be bound by the approved Site Development Plan for the property and the conditions herein set forth, and written confirmation thereof signed by the new owner or lessee shall be filed with the City at the time of such transfer or lease. Failure to comply with this provision shall not excuse anyone from these conditions.

ACTION AND MOTION

If the Planning and Zoning Commission finds the attached draft conditional use permit amendment to be in conformance with the purposes and regulations of the Comprehensive Plan and Zoning Code, it may vote on a recommendation to the City Council. Any changes to the draft ordinance should be discussed and made by separate actions. The following is an example of an appropriate motion for this application:

“I move to recommend approval of Application #24-023 for a Conditional Use Permit and Site Development Plan approval for a new addition and parking lot expansion for the Elk’s Lodge of Creve Coeur located at 12481 Ladue Road subject to the conditions contained in the draft ordinance for the meeting of September 16, 2024” (conditions may be added, eliminated, or modified by preceding motion).

APPENDIX 1: COMPREHENSIVE PLAN

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

APPENDIX 2: ZONING CODE

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

Aerial Photo



APPENDIX 4: SITE PHOTOGRAPHS



Description:
Existing foliage
along west property
line.



Description:
Existing Elks
Lodge building.

	Description: Proposed location of new parking stall.
	Description: Proposed addition location.

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF A CONDITIONAL USE
PERMIT FOR A 7,100 SQUARE-FOOT DIAGNOSTIC IMAGING CENTER, FOR
TELE-GRAM, LOCATED AT 227 NORTH LINDBERGH BOULEVARD, AND
INCLUDING AN EMERGENCY CLAUSE**

WHEREAS, under Section 405.360(C), all diagnostic imaging centers in the “GC” General Commercial zoning district require the issuance of a conditional use permit as provided in Section 405.1070, Conditional Use Permits; and

WHEREAS, Alan Singer, of Tele-Gram, LLC, submitted an application for a new conditional use permit for a women’s health center at 227 North Lindbergh Boulevard,

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Monday, October 21, 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 6-0 vote, recommended approval of the conditional use permit, subject to the conditions contained herein, at its meeting on October 21, 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 character of the surrounding area and thus will not impose an excessive burden or have a substantial negative impact on surrounding or adjacent users or on pedestrian or vehicular traffic or on community facilities or services, including but not limited to emergency services.

WHEREAS, the Applicant has requested emergency approval due to impending deadlines in its purchase agreement.

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

Section 1: A Conditional Use Permit is authorized to be issued pursuant to Section 3 hereof for the operation of a diagnostic imaging center located at 227 North Lindbergh Boulevard, in the "GC" General Commercial zoning district, whose legal description is as follows:

A TRACT OF LAND IN THE EAST ½ OF NORTHWEST ¼ OF SECTION 12, TOWNSHIP 45 NORTH, RANGE 5 EAST, IN ST. LOUIS COUNTY, MISSOURI AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN OLD ROD IN THE WESTERN LINE OF LINDBERGH ROAD, DISTANT 745.62 FEET NORTHERLY OF LADUE ROAD, MEASURED ALONG THE WESTERLY LINE OF LINDBERGH ROAD CONTINUE THENCE NORTH 00 DEGRESS 31 MINUTES EAST, ALONG THE WESTERLY LINE OF LINDBERGH ROAD, 175 FEET TO AN OLD IRON PIPE; THENCE NORTH 89 DEGRESS 32 MINUTES WEST, 135 FEET TO AN IRON PIPE; THENCE SOUTH 00 DEGRESS 31 MINUTES WEST, 175 FEET TO AN IRON PIPE; THENCE SOUTH 89 DEGRESS 32 MINUTES EAST, 135 FEET TO THE POINT OF BEGINNING.

Section 2: The Conditional Use Permit granted shall be subject to all applicable statutes, ordinances, rules and regulations, and the following conditions:

1. The Conditional Use Permit shall be for the operation of an approximately 7,100 square foot Diagnostic Imaging Center, NAICS 621512, at 227 N. Lindbergh Boulevard.
2. Hours of operation shall be 8:00 AM to 5:00 PM Monday-Friday. Additional business hours may be permitted with the Zoning Administrator's approval.
3. The parking lot shall be resealed and restriped in conformance with this Conditional Use Permit.
4. All landscaping shall be in accordance with the "Landscape Plan" on file with the City of Creve Coeur and approved December 3, 2012. Missing plant material shall be installed and the irrigation system shall be operational with approval by City staff prior to final occupancy.
5. All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code and require permit approval.
6. Any future enlargement, extension, expansion, or alteration in the use of the structures or site must be approved by the City Council upon receipt of the recommendation of the Planning and Zoning Commission as an amendment to the Conditional Use Permit before a Building Permit for the enlargement, expansion or alteration may be issued.
7. Failure to comply with any one or all of the conditions of this permit shall be adequate cause for the revocation of said permit by the City Council, provided, however, no permit shall be revoked without prior notice to the owner of the intention of the City Council to revoke this permit and reasonable time granted to the owner to correct or remedy any such breach of conditions, except for repeated breaches or violations.

No conditional use permit granted by the City Council shall be valid for a period longer than one year from the date it grants the conditional use permit, unless within such period: (1) a building permit is obtained and construction is begun; or (2) if a building permit is not required, an occupancy permit is obtained, and the use of the building commenced. The City Council may grant extensions to the one (1) year period of not more than one hundred and eighty (180) days each, without notice or hearing, provided that a written request for

BILL NO. 6142

ORDINANCE NO. _____

such extension is filed by the original applicant and approved by the City Council prior to the date the conditional use permit is scheduled to expire.

Section 3: The City Administrator of the City of Creve Coeur is hereby authorized and directed to issue a Conditional Use Permit in accordance with the provisions of this ordinance, said permit to expressly provide for the conditions and stipulations hereinabove set out in Section 2 of this ordinance. Exercise of the rights granted pursuant to the issued permit shall constitute acceptance of all conditions and stipulations set forth herein.

Section 4: This ordinance shall become effective on an emergency basis in accordance with Section 3.11 (f) 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
#24-025: CONDITIONAL USE PERMIT FOR A WOMEN’S HEALTHCARE
CLINIC LOCATED AT 227 NORTH LINDBERGH BOULEVARD**

FOR THE MEETING OF: Monday, October 21, 2024, 6:00 PM.

LOCATION: 227 N. Lindbergh Boulevard (see attached map). Zoned GC General Commercial District.

REQUEST: Alan Singer, of Tele-Gram, LLC, has submitted an application for a new conditional use permit to allow for a women’s healthcare clinic specializing in breast health at 227 N. Lindbergh Boulevard. No exterior changes are proposed and the hours of operation will be from 8:00 AM to 5:00 PM Monday-Friday. The property is in the “GC” General Commercial zoning district. This use is classified as Diagnostic Imaging Centers (NAICS 621512) which is a conditional use that requires review and final approval by the City Council upon the recommendation of the Planning and Zoning Commission.

ADDITIONAL INFORMATION:

The property is in the “GC” General Commercial zoning district. This use is classified as Diagnostic Imaging Centers (NAICS 621512) which is a conditional use that requires review and final approval by the City Council upon the recommendation of the Planning and Zoning Commission.

Key Issues:

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

Creve Coeur 2030 Plan References

- MU-Mixed Use District

Zoning Code References

- Section 405.360: GC-General Commercial District
- Section 405.470: Conditional Use Permit
- Section 405.820: Required Off-Street Parking Spaces

APPLICANT: Alan Singer
Tele-Gram, LLC
2021 S. Lindbergh Boulevard,
Ste 100
St. Louis, MO 63131

APPLICANT’S REPRESENTATIVE: Tim Elli
Gershman Commercial Real
Estate
150 N. Meramec, Suite 500
St. Louis, MO 63105



REPORT PREPARED BY: Bethany Moore, AICP, City Planner
DATE: 10/15/2024
ATTACHMENTS: Applicant’s Materials received September 20, 2024
Draft Ordinance

BACKGROUND:

The subject property received original approval for the site development plan in March 1990 as Best Sound, and is located in the "GC" General Commercial District (Section 405.360). In December 2012 the property received minor site development plan approval for landscaping and exterior building improvements. The minor site development plan reduced the non-conforming site coverage from 72.3% to 52.4%, renovated the building, added a plaza space with bench seating along Lindbergh Boulevard, and removed the parking along the west side of the building for a new test track. The reduction in site coverage reduced the parking on site to 18 spaces. The required off street parking for medical offices is one space per 1,000 square feet of gross leasable floor area. The gross leasable area of the building is 4080 square feet, thus a total number of parking spaces required is 17 spaces.

PROJECT DESCRIPTION

The Applicant is seeking approval for a Conditional Use Permit to operate a women's healthcare clinic specializing in breast health. The clinic will provide diagnostic imaging services such as ultrasounds, mammogram, and bone scans. This use is classified as NAICS 621512 Diagnostic Imaging Centers which is a conditional use requiring an approved conditional use permit. The hours of operation will be from 8:00 AM to 5 PM Monday-Friday with 4 employees at the busiest shift. No exterior changes are proposed. Although the site has the adequate amount of parking spaces required per the Zoning Code, the applicant has also negotiated a parking agreement with the adjacent property owner at 243 N. Lindbergh Blvd. for the use of 10 additional spaces when needed.

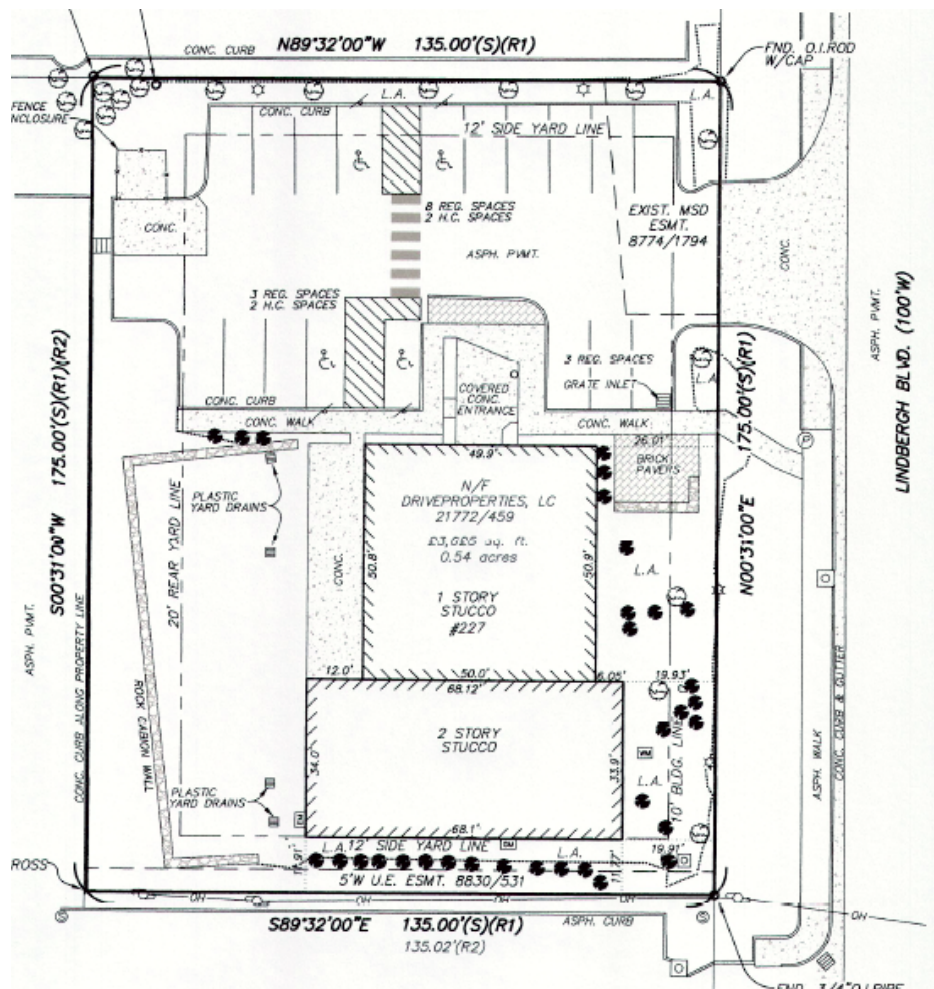


Figure 1: Site Plan.

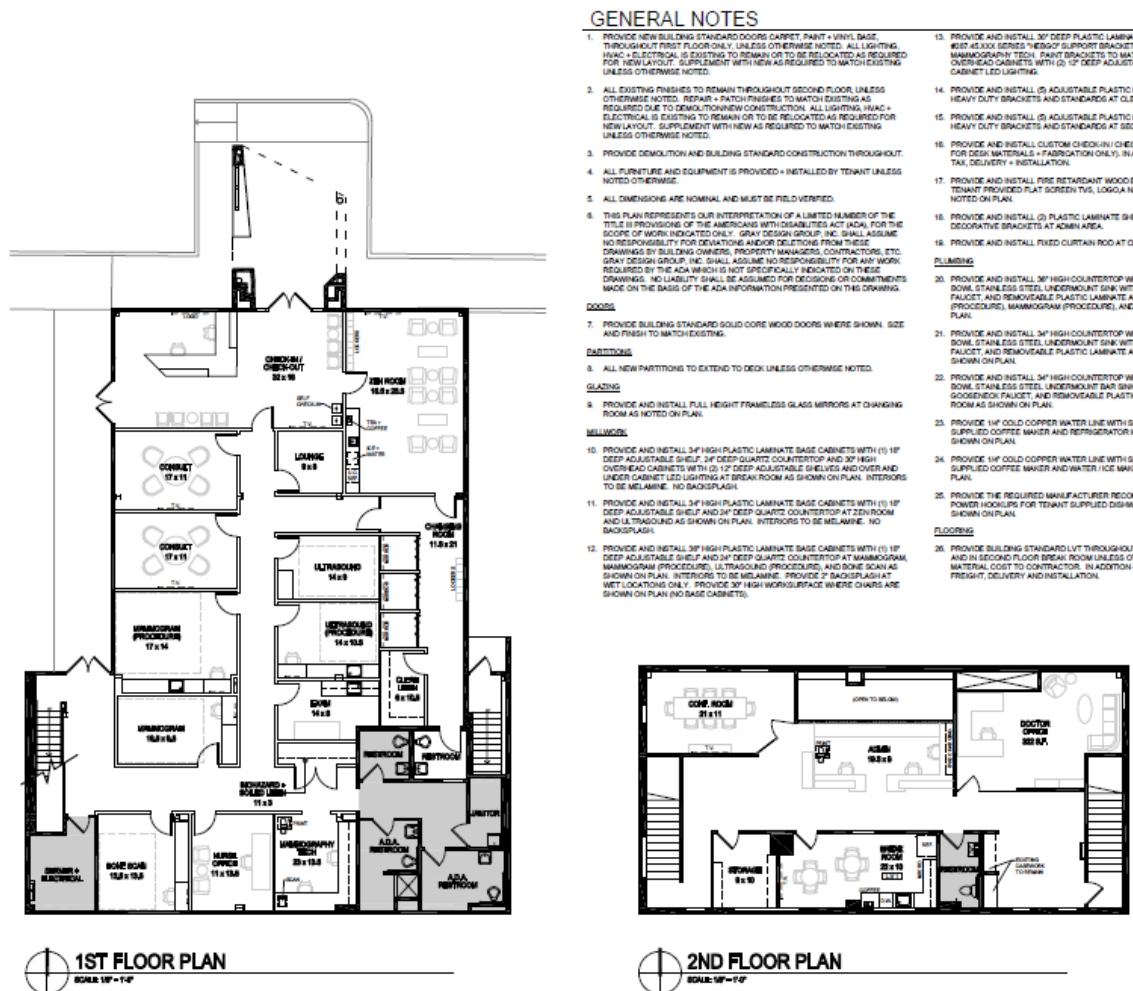


Figure 2: Floor Plan.

LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

DIRECTION	USE	ZONED	SEPARATED BY
North	Commercial	GC-General Commercial	N/A
South	Commercial	GC-General Commercial	N/A
East	Single-Family Residential	City of Ladue	N. Lindbergh Blvd
West	Residential	B-Single-Family Residential	N/A

COMPREHENSIVE PLAN REVIEW

Creve Coeur 2030 Plan

The subject property is located within the Mixed-use District (MU) Place type that has a vision to create a visually distinctive and regionally recognized commercial corridor that improves walkable and bikeable access to retail and service businesses for the “day-to-day” use of Creve Coeur’s residents and workers. The MU Place type supports the development of a variety of medium-density commercial, retail, office, institutional, dining, community services, and multi-family residential within a suburban context. The use is consistent with the Comprehensive Plan as it provides a medical service for residents of the surrounding area.

ZONING REVIEW

NAICS 621512 Diagnostic Imaging Centers are permitted as conditional uses with review and approval by the City Council upon the recommendation of the Planning and Zoning Commission. No changes to the site or building are proposed as part of this project request.

Landscaping:

The subject property was approved for a site development plan and landscaping plan in December 2012. The existing landscaping areas need to be updated to reflect the approved plan and the irrigation system in place will need to be maintained. A condition of approval has been added to require that the missing landscaping is installed and approved by staff prior to final occupancy.

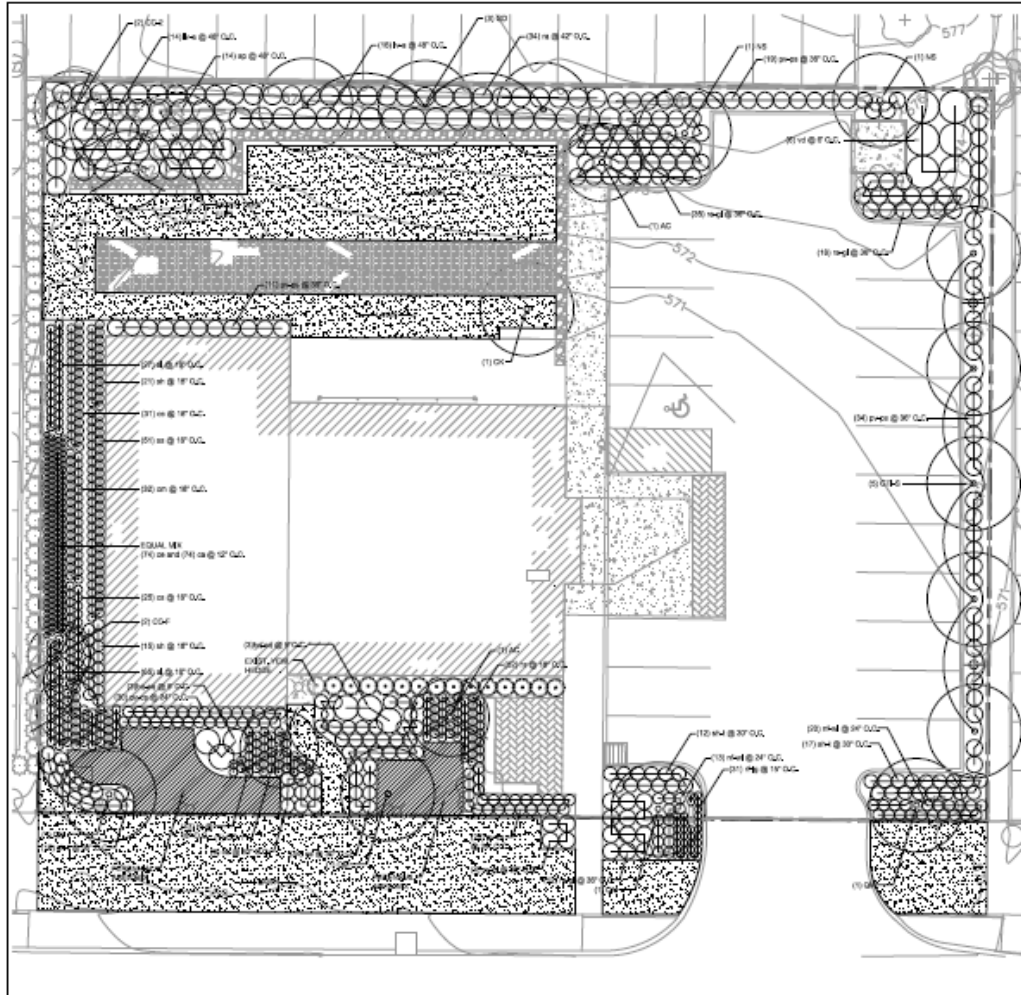


Figure 3: Approved 2012 landscaping plan.

Parking:

The required off street parking for medical offices is one space per 1,000 square feet of gross leasable floor area. There are 18 parking spaces on site and a parking agreement in place with the property next door at 243 North Lindbergh for 10 additional parking spaces to accommodate any extra need for a total of 28 spaces. The gross leasable area of the building is 4080 square feet, thus a total number of parking spaces required is 17 spaces.

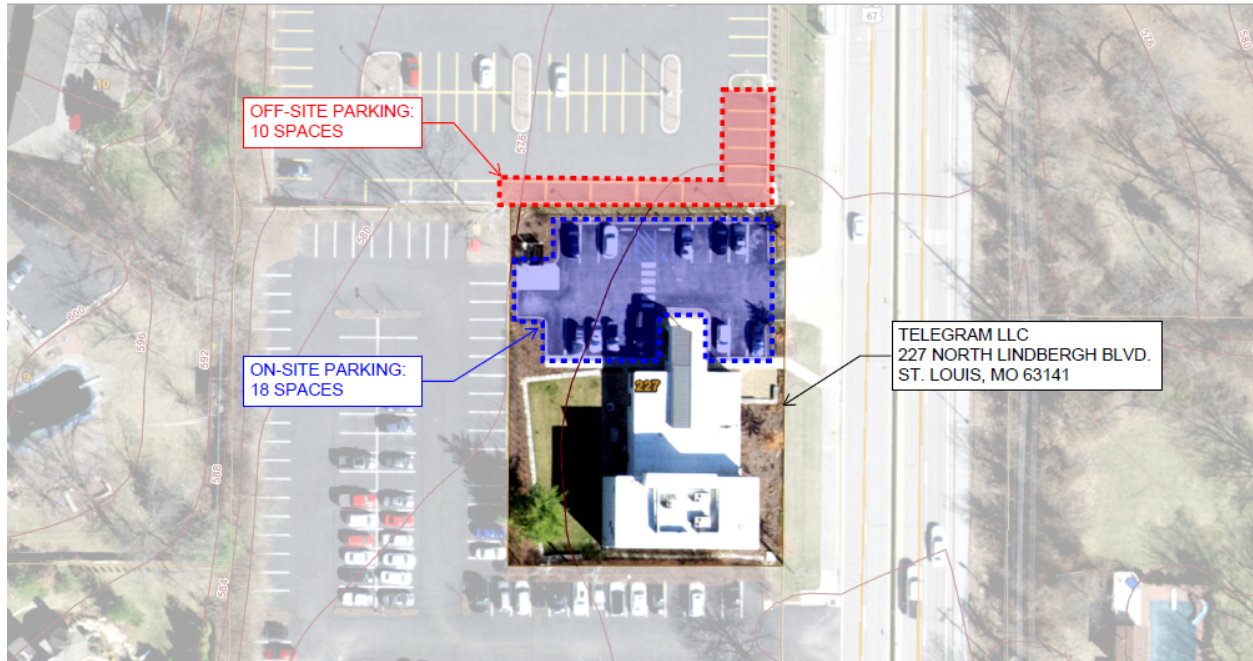


Figure 4: Parking agreement for subject property.

RECOMMENDED CONDITIONS FOR APPROVAL

Based on the above analysis, the request for a conditional use permit for a diagnostic imaging medical clinic appears to meet all of the requirements of the Zoning Ordinances and is not inconsistent with the goals and objectives of the Comprehensive Plan. The following conditions of approval are proposed by staff:

1. The Conditional Use Permit shall be for the operation of an approximately 7,100 square foot Diagnostic Imaging Center, NAICS 621512, at 227 N. Lindbergh Boulevard.
2. Hours of operation shall be 8:00 AM to 5:00 PM Monday-Friday. Additional business hours may be permitted with the Zoning Administrator's approval.
3. The parking lot shall be resealed and restriped in conformance with this Conditional Use Permit.
4. All landscaping shall be in accordance with the "Landscape Plan" on file with the City of Creve Coeur and approved December 3, 2012. Missing plant material shall be installed and the irrigation system shall be operational with approval by City staff prior to final occupancy.
5. All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code and require permit approval.
6. Any future enlargement, extension, expansion, or alteration in the use of the structures or site must be approved by the City Council upon receipt of the recommendation of the Planning and Zoning Commission as an amendment to the Conditional Use Permit before a Building Permit for the enlargement, expansion or alteration may be issued.
7. Failure to comply with any one or all of the conditions of this permit shall be adequate cause for the revocation of said permit by the City Council, provided, however, no permit shall be revoked without prior notice to the owner of the intention of the City Council to revoke this permit and reasonable time granted to the owner to correct or remedy any such breach of conditions, except for repeated breaches or violations.
8. No conditional use permit granted by the City Council shall be valid for a period longer than one year from the date it grants the conditional use permit, unless within such period: (1) a building permit is obtained and construction is begun; or (2) if a building permit is not required, an occupancy permit is obtained, and the use of the building commenced. The City Council may grant extensions to the one (1) year period of not more than one hundred and eighty (180) days each, without notice or hearing, provided that a written request for such extension is filed by the original applicant and approved by the City Council prior to the date the conditional use permit is scheduled to expire.

ACTION

If the Planning and Zoning Commission finds the attached draft conditional use permit ordinance to be in conformance with the guidance of the Comprehensive Plan and the regulations of the Zoning Code, it may vote on a recommendation to the City Council. Any changes to the draft ordinance should be discussed and made by separate actions.

MOTION

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

“I move to recommend approval of a Conditional Use Permit for a women’s health diagnostic imaging clinic located at 227 N. Lindbergh Boulevard, subject to the conditions discussed in the Staff Report and Draft Ordinance for the meeting of October 21, 2024” (conditions may be added, eliminated, or modified by preceding motion).

APPENDIX 1: COMPREHENSIVE PLAN, INCLUDING DESIGN GUIDELINES

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

APPENDIX 2: ZONING CODE

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

APPENDIX 3: AERIAL PHOTO



APPENDIX 4: SITE PHOTOGRAPHS



Description:
Existing building on site.



Description:
Trash enclosure in good condition.



Description:
Existing condition of the
landscaping.



Description: Existing
lighting.

Parking License

This Parking License (the “Agreement”) is made and entered by and between **Tele-Gram LLC**, a Missouri limited liability company with its principal place of business located at 2021 S. Lindbergh Blvd., Suite 100, St. Louis Missouri 63131 (“Tele-Gram”), and **American Optometric Association**, an Ohio nonprofit corporation, with its principal place of business located at 243 N. Lindbergh Blvd., St. Louis Missouri 63141 (“AOA”) (each such entity referred to as a “Party” and collectively referred to as the “Parties”). This Agreement has been jointly executed on the 13th day of September, 2024, and is to take effect on the date that Tele-Gram begins business operations on the Tele-Gram Property (defined below), or September 1, 2025, whichever date occurs sooner (such date being the “Effective Date”).

RECITALS:

This instrument is entered into in view of the following facts and stipulations:

A. Tele-Gram will be leasing property from Black Sheep Real Estate LLC – Lindbergh Series which under contract to become the owner of certain real property within the City of Creve Coeur, Missouri (“City”) located at 227 North Lindbergh Boulevard bearing tax parcel ID no. 18M420182 (the “Tele-Gram Property”); and

B. AOA is the owner of real property adjacent to the north of the Tele-Gram Property located at 243 North Lindbergh Boulevard bearing tax parcel ID no. 18M420445 (the “AOA Property”), which is improved with a paved surface parking lot (the “Parking Facilities”); and

C. Tele-Gram has requested to use, and AOA has agreed to permit Tele-Gram to use the 10 off-street parking spaces on the Parking Facilities within the area depicted on Exhibit A attached hereto (the “Designated Spaces”), to allow Tele-Gram to satisfy the parking requirements of the Creve Coeur Zoning Ordinance; and

D. The Parties desire to enter into this Agreement to constitute a legally sufficient written agreement to satisfy the requirements of the City of Creve Coeur Planning and Zoning Commission.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Parties agree as follows:

1. PARKING LICENSE

1.1 **Designated Spaces.** For the term commencing on the Effective Date and continuing for the period of time until its termination according to Section 3.1 (the “Term”), AOA hereby grants Tele-Gram a license to use the Designated Spaces for the exclusive use of Tele-Gram, its tenants, and their employees, agents, contractors, customers, and invitees (the “Tele-Gram Parties”), together with rights of ingress and egress over the Parking Facilities to and from the Designated Spaces through the curb-cut out to Lindbergh Boulevard. Tele-Gram

shall have the right to use the Designated Spaces at all times for its business operations, subject to applicable law and any recorded restrictive agreements. Use of the Designated Spaces shall be for temporary passenger automobile parking only while the automobile operator is present on the Tele-Gram Property. No overnight parking or storage of any kind is permitted. Tele-Gram shall endeavor to provide parking on the Tele-Gram Property for individuals with disabilities or difficulty walking, and for customers or invitees undergoing procedures on the Tele-Gram property.

1.2 **License Fees.** In consideration for the rights granted under this Agreement, Tele-Gram shall pay AOA the amount of \$450 per month for each month of the Term, prorated for any partial month. Payment shall be made to AOA's address above, in advance, on or before the 5th day of each calendar month without demand or offset.

1.3 **Rules and Regulations.** Tele-Gram agrees to use its best efforts to ensure that there is as little or no disruption to AOA and any of its tenants, employees, customers, and invitees. Tele-Gram will follow any written rules and regulations provided to Tele-Gram by AOA regarding the usage of the Parking Facilities.

2. MAINTENANCE AND REPAIRS

2.1 **Maintenance Obligations.** AOA shall bear sole responsibility for the maintenance (including prompt snow and ice removal), repair, and resurfacing of the entire Parking Facilities, including the Designated Spaces, to ensure that the Parking Facilities remain in a condition that is compliant with all applicable federal, state, and local laws, regulations, and ordinances.

2.2 **Ingress and Egress.** Telegram shall be responsible for creating and maintaining a safe means of ingress and egress to the Parking Facilities from the Tele-Gram Property.

2.3 **Payment for Damages.** Tele-Gram shall be liable for any and all damages to the Parking Facilities, including the Designated Spaces, caused by the acts or omissions of any Tele-Gram Parties, beyond ordinary wear and tear. Tele-Gram shall indemnify and reimburse AOA for any reasonable costs incurred by AOA in repairing such damages. Tele-Gram shall make payment within thirty (30) days of receipt of an invoice and documentation evidencing the nature and cost of such repairs.

2.4 **Insurance.** Each Party shall, at its own cost and expense, procure and maintain in full force and effect a commercial general liability insurance policy covering its respective use of the Parking Facilities, with limits not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Tele-Gram shall cause AOA to be named an additional insured on its liability policy and provide AOA with a certificate of such insurance on standard Accord form upon AOA's request.

3. TERMINATION

3.1 **Termination Events.** This Agreement and the Term shall automatically terminate upon the occurrence of any of the following events: (a) Tele-Gram vacates, sells, transfers or

otherwise ceases its operations at the Tele-Gram Property, (b) Tele-Gram sells, transfers, or otherwise conveys its business, or substantially all of its assets, to a third party who does not assume this Agreement with AOA consent; (c) Tele-Gram files for bankruptcy, dissolves, or otherwise ceases to operate as a going concern; (d) Tele-Gram otherwise defaults under this Agreement and such default is not cured within 30 days after written notice from AOA; (f) Tele-Gram, in its sole and absolute discretion, determines that the parking license granted under this Agreement is no longer necessary or desirable and provides written notice of termination to AOA, (e) AOA sells the AOA Property to a third party who does not assume this Agreement, or (f) on or after September 1, 2039, AOA, in its sole and absolute discretion, determines that the lease is no longer desirable and provides one-hundred eighty (180) days' written notice of termination to Tele-Gram.

3.2 Notice of Termination. In the event of termination under this Section, the terminating Party will provide the other Party with written notice of such termination. Tele-Gram shall be given at least 30 days' written notice prior to any termination under Section 3.1(e).

3.3 Effect of Termination. Upon termination of this Agreement as provided herein, all rights and obligations of the Parties with respect to the Parking Facilities shall immediately cease, and Tele-Gram shall have no further rights to the Designated Spaces or any other portion of the Parking Facilities. Any such termination shall not release Tele-Gram from its payment and indemnification obligations provided in this Agreement, all of which shall survive.

4. INDEMNIFICATION

4.1 Indemnification by Tele-Gram. Tele-Gram shall indemnify, defend, and hold harmless AOA, its successors, assigns, tenants and their employees, agents, invitees, contractors and licensees from and against any and all claims, demands, causes of action, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or in connection with the Tele-Gram Parties' use of the Parking Facilities, including the Designated Spaces, except to the extent such claims arise from the negligence or willful misconduct of AOA. AOA is not responsible for money, jewelry, automobiles or other personal property lost in or stolen from the Parking Facilities, or for vandalism to automobiles occurring in the Parking Facilities, it being agreed that, to the fullest extent permitted by law, the use of the Parking Facilities (including the Designated Spaces) is at the sole risk of the Tele-Gram Parties.

5. MISCELLANEOUS

5.1 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their respective successors, assigns, and legal representatives. This Agreement is not assignable by Tele-Gram without AOA's prior written consent.

5.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

5.3 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written.

5.4 **Amendment.** This Agreement may only be amended or modified by a written instrument executed by both Parties.

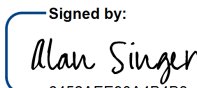
5.5 **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

5.6 **Counterparts.** This instrument may be executed using an electronic signature, including but not limited to digital signatures, scanned signatures, or any other method allowed by applicable law, by the parties hereto at different times and in any number of originals or counterparts, and when taken together shall constitute only one instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the 13th day of September, 2024.

TELE-GRAM:

TELE-GRAM LLC

Signed by:  9/13/2024
By: 6452AE90A4B4B3
Alan M. Singer, Manager

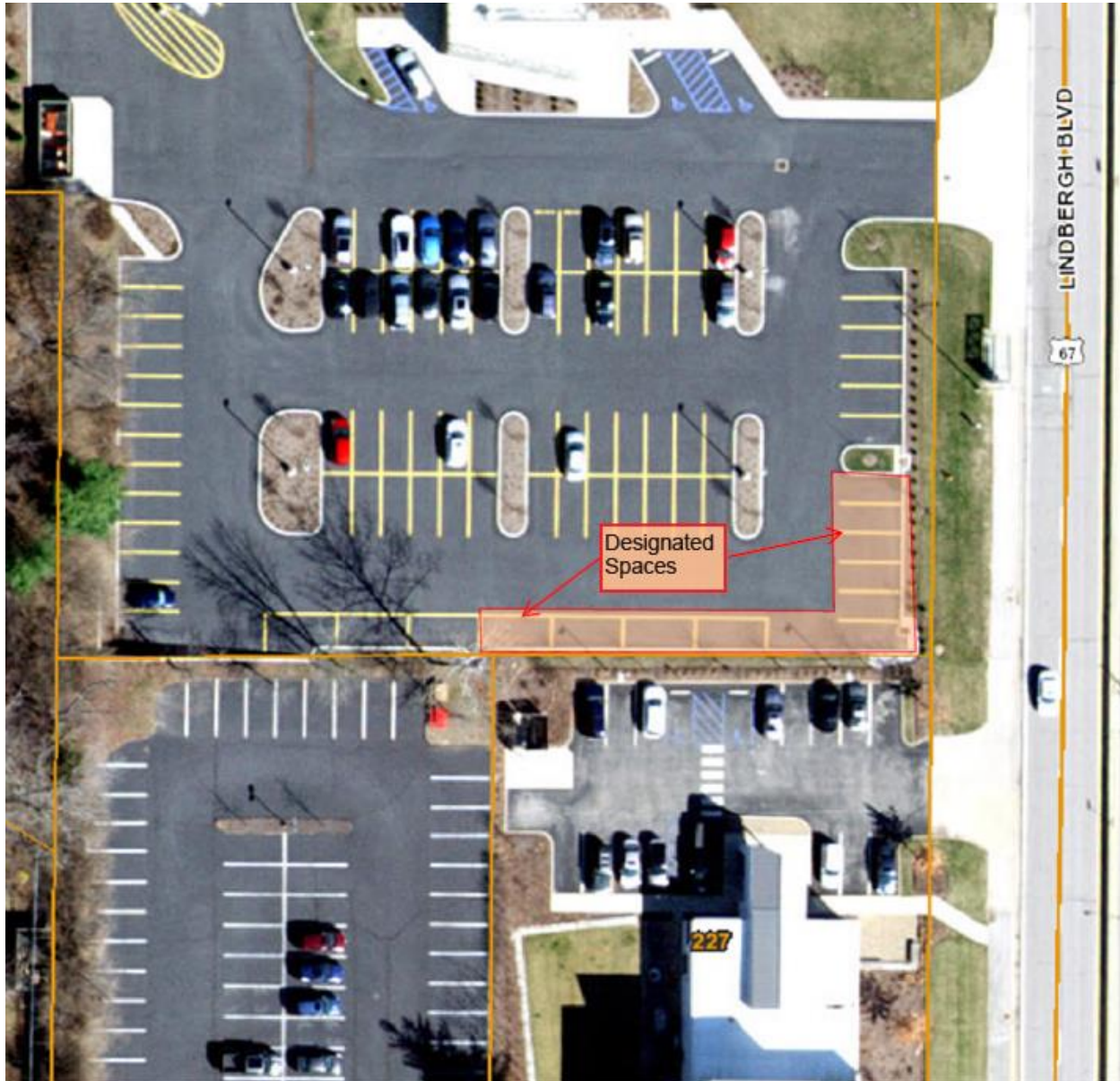
AOA:

AMERICAN OPTOMETRIC ASSOCIATION

DocuSigned by:  9/13/2024
By: 6D4700356E8E4E3...
Name: Jon Hymes. Executive Director

EXHIBIT A

DEPICTION OF DESIGNATED SPACES





city
of

CREVE COEUR

PLANNING DIVISION

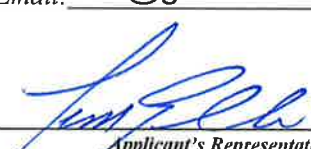
File # _____

300 North New Ballas Road, Creve Coeur, Missouri 63141

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

PLANNING AND ZONING COMMISSION AGENDA APPLICATION CONDITIONAL USE PERMIT

PLEASE COMPLETE FRONT AND BACK PAGES

Applicant:	Applicant's Representative (if applicable):
Alan Singer	Tim Elli
<i>Name</i>	<i>Name</i>
Tele-Gram LLC	Gershman Commercial Real Estate
<i>Company (If Applicable)</i>	<i>Company (If Applicable)</i>
2021 S. Lindbergh, Suite 100	150 N Meramec, Suite 500
<i>Address</i>	<i>Address</i>
St. Louis, MO 63131	St. Louis, MO 63105
<i>Address</i>	<i>Address</i>
Telephone # 636-751-4419	Telephone # 314-809-4022
<i>Telephone #</i>	<i>Telephone #</i>
Fax # _____	Fax # _____
<i>Fax #</i>	<i>Fax #</i>
Email: ASinger@harrisonllp.com	Email: telli@gershmancre.com
<i>Email</i>	<i>Email</i>
	
<i>Applicant's Signature</i>	<i>Applicant's Representative's Signature</i>

Property Information:	Owner's Acknowledgement (if different from applicant):
227 N Lindbergh	
<i>Address</i>	<i>Name</i>
Creve Coeur, MO 63141	
<i>Address</i>	<i>Company (If Applicable)</i>
	<i>Address</i>
<i>Development Name (if any)</i>	<i>Address</i>
	<i>Telephone #</i>
<i>Current Zoning</i>	<i>Fax #</i>
GC	<i>Email:</i>
<i>Prior CUP Approvals (if known)</i>	
	<i>Owner's Signature</i>

Description of Requested Use (attach additional sheets as needed)

General Description of Business: This business is a women's healthcare clinic specializing
in breast health

Gross Floor Area – Existing and Proposed: 7,100 existing and 7,100 proposed

Number of Seats (for restaurant only): _____

Number of Employees at the busiest shift: 4

Hours of Operation: 8 am to 5 pm

Current or Most Recent Use of the Property: Office

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

Rationale

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

Submittal Checklist

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

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

****See Planning & Zoning Commission schedule and confirm available meeting dates with Planning Division staff****

Office Use Only

____ **All Sections Complete**
____ **All Documents, incl. e-Copies**
____ **Fees Paid**

Received By: _____
Date: _____

Revised: 7/22

Justification for Conditional Use Permit for Parking Deficiency

We are requesting a Conditional Use Permit (CUP) to address a parking deficiency at our proposed Breast Health Center located at 227 N. Lindbergh Blvd, Creve Coeur, MO 63141, which will operate under NAICS Code 621111. This facility will provide essential medical services focused on breast health, under the operation of a single-practitioner practice.

The current parking ratio of the property is 3/1000, slightly below the 4/1000 parking requirement for medical office use as specified by the City's zoning regulations. However, due to the nature of our practice and operations as a single-practitioner facility, our actual parking needs do not exceed the 3/1000 ratio.

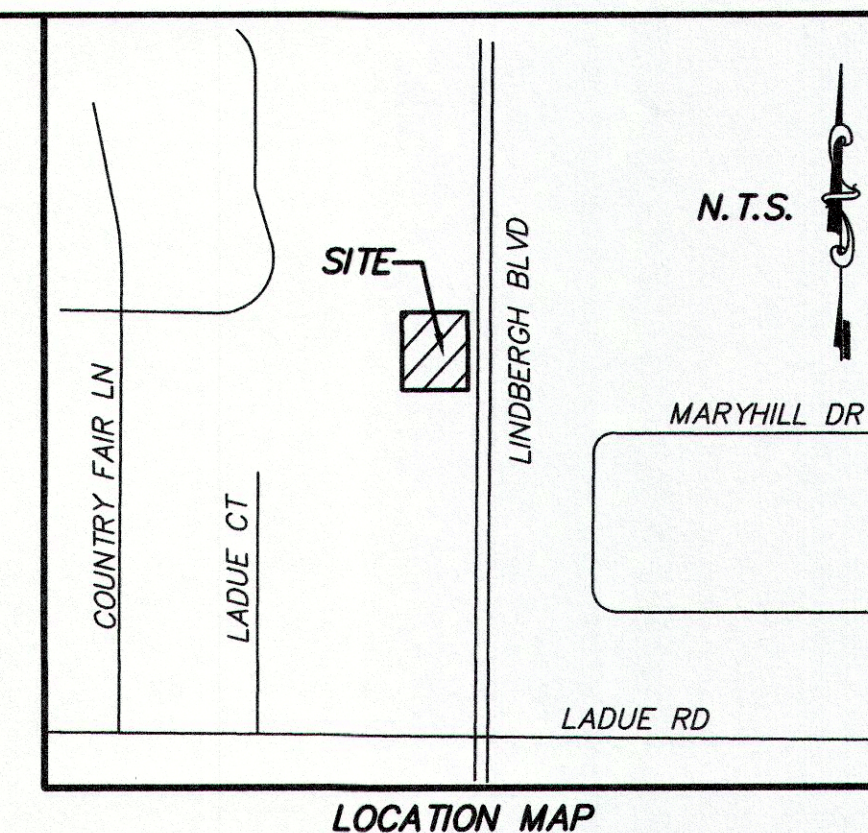
Despite this, we have proactively secured a parking agreement with the neighboring property, which provides additional spaces to meet the 4/1000 requirement. This agreement demonstrates our commitment to addressing any potential concerns about parking, even though the additional spaces are not necessary for the effective operation of our practice.

Key points to consider:

- The single-practitioner model of our Breast Health Center inherently limits patient volume, ensuring that parking demand remains low and manageable at the existing 3/1000 ratio.
- The additional leased parking spaces are a measure taken to fully comply with city regulations, despite the fact that our practice's operational needs do not require the extra spaces.
- This arrangement has been made in coordination with the neighboring property, which has confirmed it can accommodate the additional spaces without any negative impact on its own operations.
- Granting this CUP will allow us to operate a valuable healthcare service in Creve Coeur without causing parking congestion or affecting surrounding properties.

We respectfully request that the City approve this CUP, recognizing the proactive steps we have taken to meet regulatory standards, while providing an essential medical service to the community.

2019-081

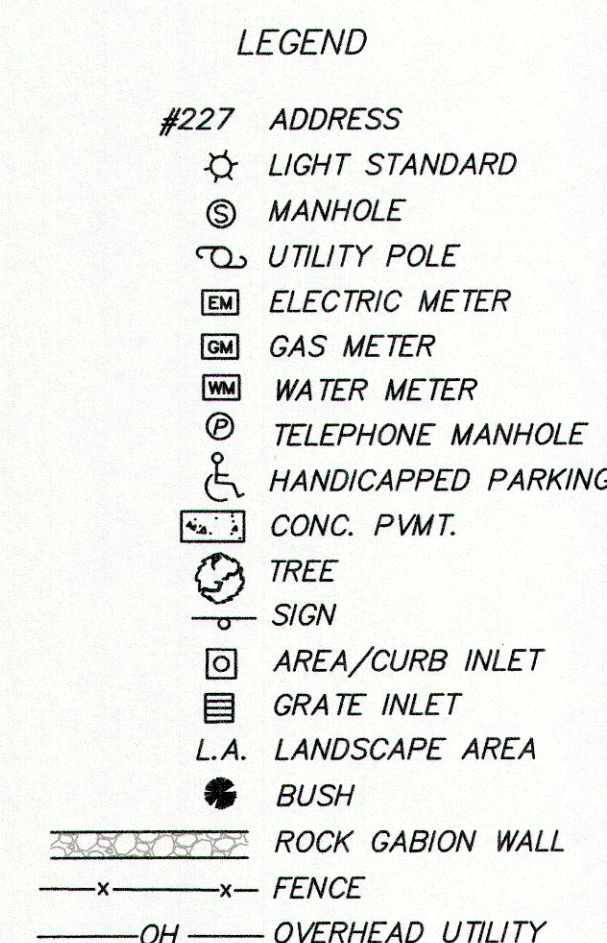


ST. LOUIS COUNTY SURVEYING & ENGINEERING, INC.

LAND SURVEYING CIVIL ENGINEERING



Manchester Rd. Suite 70 St. Louis, Missouri, 63131
Phone (314) 965-6732 Fax (314) 965-6734



FIRST AMERICAN TITLE INSURANCE COMPANY
FILE NO: NCS-969874-STLO
EFFECTIVE DATE: JULY 05, 2019
SCHEDULE B-II

- Items 1-4 *Standard exceptions.*
- Items 5-8 *Not survey related items.*
- Item 9 *Subject to Maintenance Agreement with The Metropolitan St. Louis Sewer District by instrument recorded in Book 8774, Page 1791.
(not of a plottable nature)*
- Item 10 *Easement granted to the Metropolitan St. Louis Sewer District, according to instrument recorded in Book 8774 Page 1794.
(plotted)*
- Item 11 *Easement granted to Union Electric Company, according to instrument recorded in Book 8830 Page 531. (plotted)*
- Items 12-13 *Not survey related items.*

The undersigned, being a registered surveyor of the State of Missouri, certifies to Epsilon Upsilon Alpha, LLC, and First American Title Insurance Company as follows:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Surveying Title. The survey is established and adopted by ALTA and NSPS, and includes the items 1, 2, 3, 4, 7(a), 8, 9, 10, 13, 14, 19 and 20 of Table A thereof. The field work was completed on August 08, 2019.

This survey has been executed in accordance with the Current Missouri Standards for Property Boundary surveys and the results are shown hereon.

ST. LOUIS COUNTY SURVEYING & ENGINEERING, INC.
CORPORATE REGISTRATION NO. LS-168D

DAVID J. MORTON
P.L.S. #2276
STATE OF MISSOURI

ALTA/NSPS LAND TITLE SURVEY

A TRACT OF LAND IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF
SECTION 12, TOWNSHIP 45 NORTH, RANGE 5 EAST,
ST. LOUIS COUNTY, MISSOURI

Prepared For:

Epsilon Upsilon Alpha, LLC

REVISIONS		DESCRIPTION
NO.	DATE	
DRAWN		DATE
W.D.S.		08-15-19
CHECKED		DATE
D.J.M.		08-15-19
PROJECT NAME		
227 N. LINDBERGH		
PROJECT NO. 2019-081		
ALTA/NSPS		
LAND TITLE SURVEY		
SHEET 1 OF 1		

No.	Description	Date
	Client Review	08.14.24
	Client Review	08.20.24

Preliminary Space Plan For:

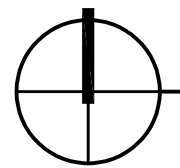
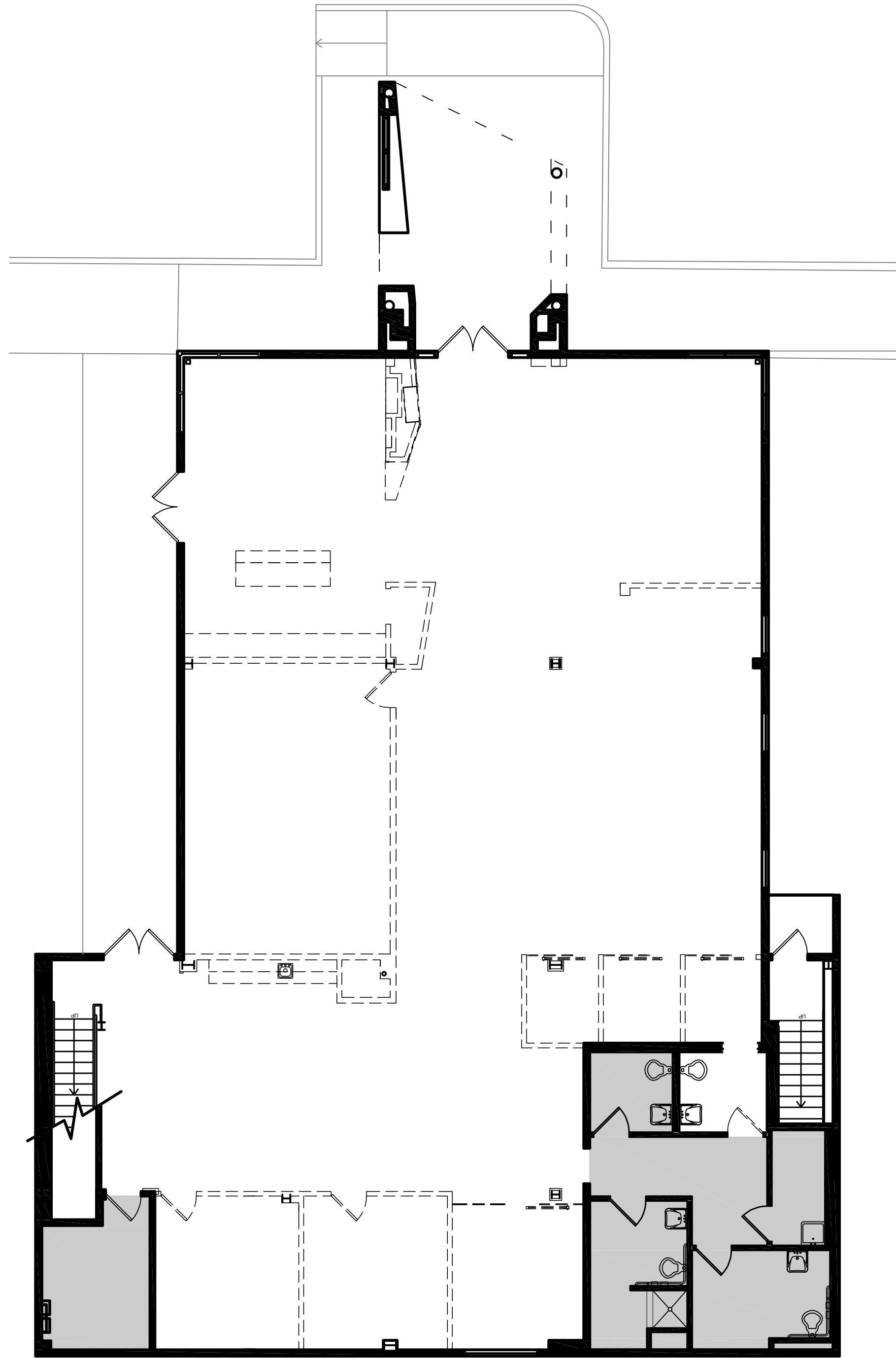
TELE-GRAM

227 North Lindbergh Boulevard
Saint Louis, Missouri 63141

Tobias Heddinghaus
Architect
No. A-2507011296

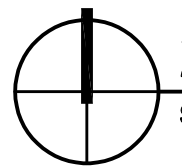
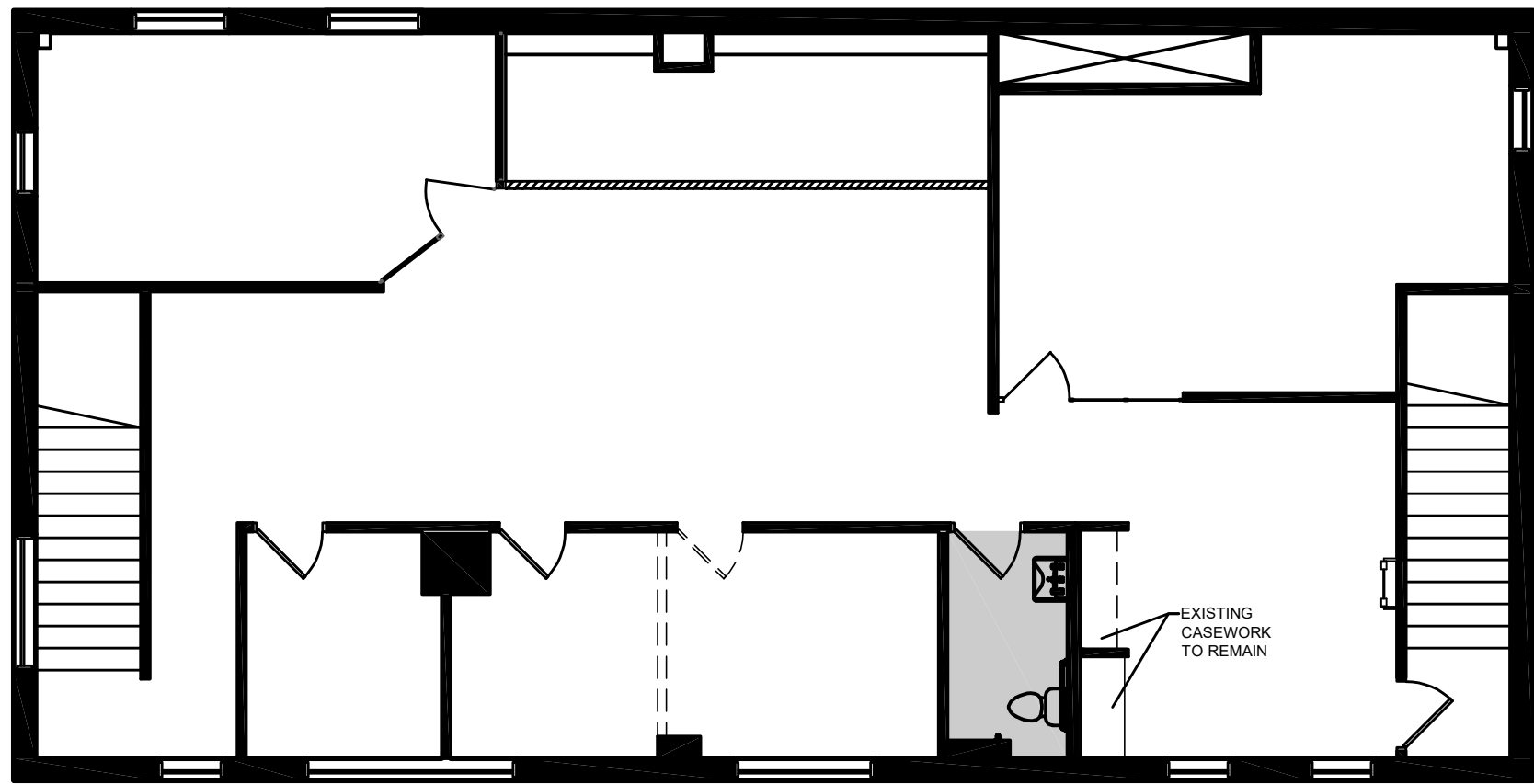
SPACE PLAN - DEMO

gray®



1ST FLOOR DEMOLITION PLAN

SCALE: 1/8" = 1'-0"



2ND FLOOR DEMOLITION PLAN

SCALE: 1/8" = 1'-0"

LEGEND

EXISTING PARTITION

NEW PARTITION

PARTIAL HEIGHT PARTITION

NEW DOOR

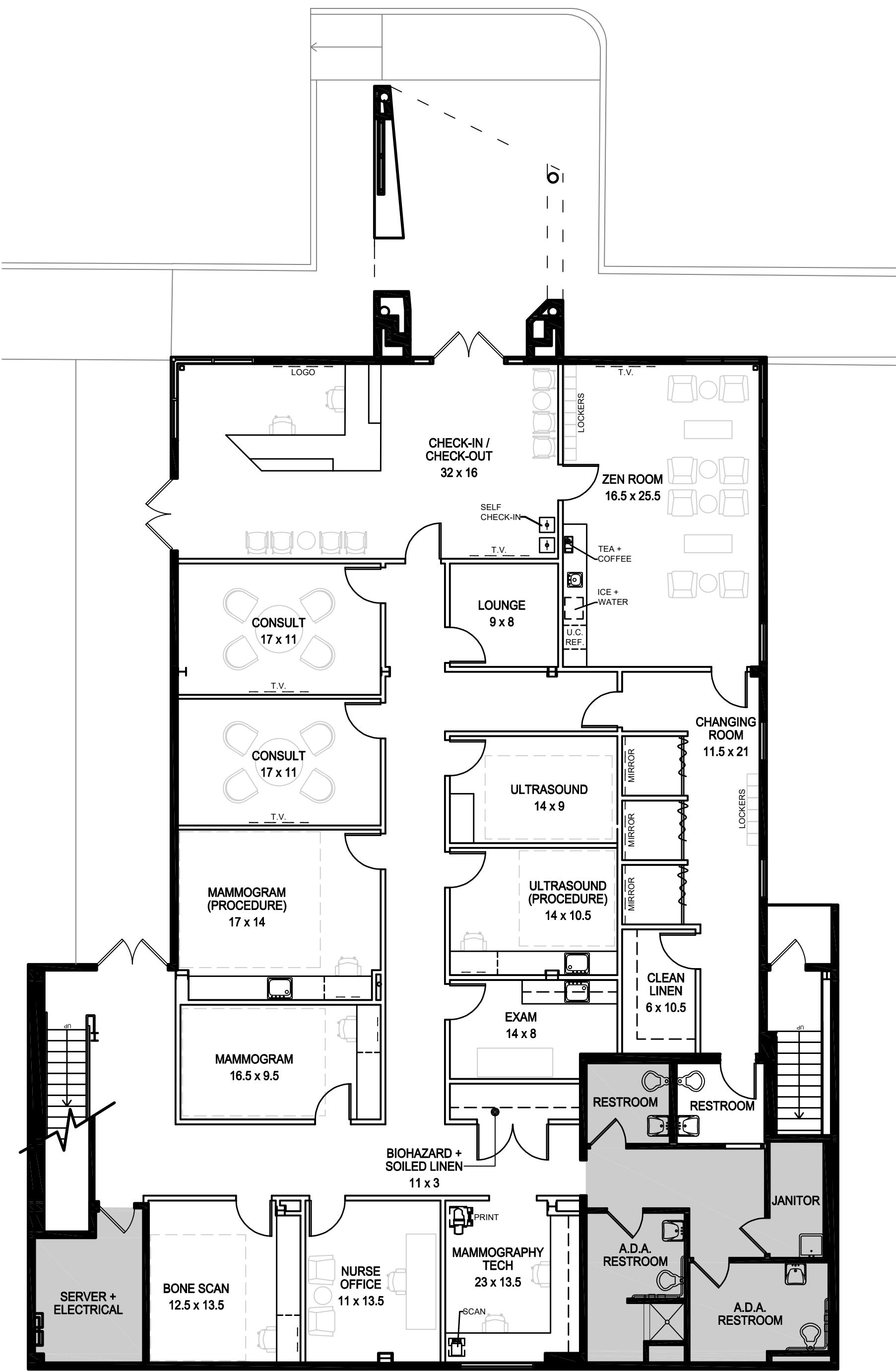
NEW PAIR OF DOORS
INDICATES ACTIVE LEAF

EXISTING DOOR

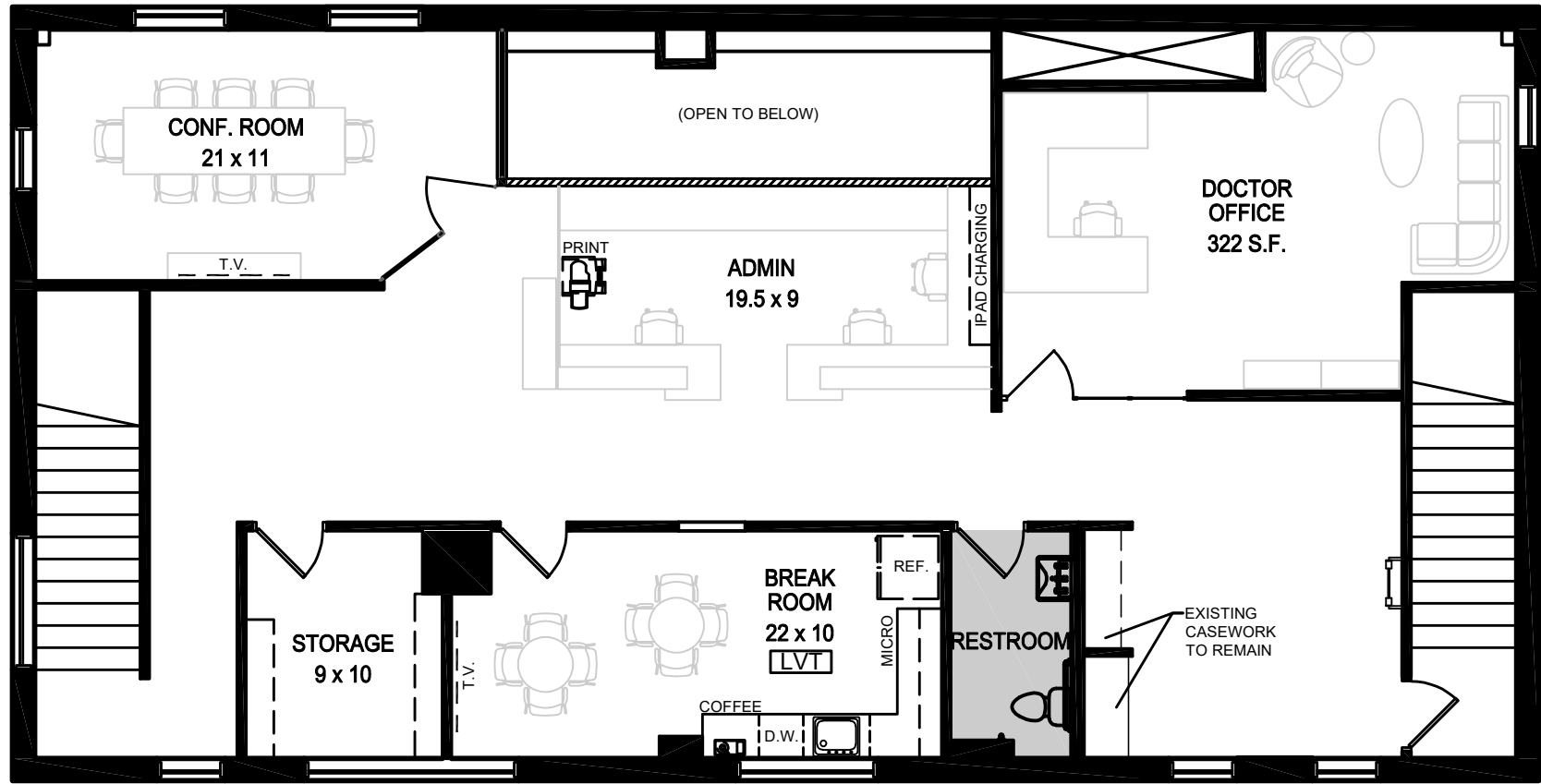
EXISTING DOOR TO BE REMOVED

EXISTING PARTITION TO BE REMOVED

NOT FOR
CONSTRUCTION



1ST FLOOR PLAN
SCALE: 1/8" = 1'-0"



2ND FLOOR PLAN
SCALE: 1/8" = 1'-0"

GENERAL NOTES

1. PROVIDE NEW BUILDING STANDARD DOORS CARPET, PAINT + VINYL BASE, THROUGHOUT FIRST FLOOR ONLY, UNLESS OTHERWISE NOTED. ALL LIGHTING, HVAC + ELECTRICAL IS EXISTING TO REMAIN OR TO BE RELOCATED AS REQUIRED FOR NEW LAYOUT. SUPPLEMENT WITH NEW AS REQUIRED TO MATCH EXISTING UNLESS OTHERWISE NOTED.
2. ALL EXISTING FINISHES TO REMAIN THROUGHOUT SECOND FLOOR, UNLESS OTHERWISE NOTED. REPAIR + PATCH FINISHES TO MATCH EXISTING AS REQUIRED DUE TO DEMOLITION/NEW CONSTRUCTION. ALL LIGHTING, HVAC + ELECTRICAL IS EXISTING TO REMAIN OR TO BE RELOCATED AS REQUIRED FOR NEW LAYOUT. SUPPLEMENT WITH NEW AS REQUIRED TO MATCH EXISTING UNLESS OTHERWISE NOTED.
3. PROVIDE DEMOLITION AND BUILDING STANDARD CONSTRUCTION THROUGHOUT.
4. ALL FURNITURE AND EQUIPMENT IS PROVIDED + INSTALLED BY TENANT UNLESS NOTED OTHERWISE.
5. ALL DIMENSIONS ARE NOMINAL AND MUST BE FIELD VERIFIED.
6. THIS PLAN REPRESENTS OUR INTERPRETATION OF A LIMITED NUMBER OF THE TITLE III PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA), FOR THE SCOPE OF WORK INDICATED ONLY. GRAY DESIGN GROUP, INC. SHALL ASSUME NO RESPONSIBILITY FOR DEVIATIONS AND/OR DELETIONS FROM THESE DRAWINGS BY BUILDING OWNERS, PROPERTY MANAGERS, CONTRACTORS, ETC. GRAY DESIGN GROUP, INC. SHALL ASSUME NO RESPONSIBILITY FOR ANY WORK REQUIRED BY THE ADA WHICH IS NOT SPECIFICALLY INDICATED ON THESE DRAWINGS. NO LIABILITY SHALL BE ASSUMED FOR DECISIONS OR COMMITMENTS MADE ON THE BASIS OF THE ADA INFORMATION PRESENTED ON THIS DRAWING.

DOORS

7. PROVIDE BUILDING STANDARD SOLID CORE WOOD DOORS WHERE SHOWN. SIZE AND FINISH TO MATCH EXISTING.

PARTITIONS

8. ALL NEW PARTITIONS TO EXTEND TO DECK UNLESS OTHERWISE NOTED.

GLAZING

9. PROVIDE AND INSTALL FULL HEIGHT FRAMELESS GLASS MIRRORS AT CHANGING ROOM AS NOTED ON PLAN.

MILLWORK

10. PROVIDE AND INSTALL 34" HIGH PLASTIC LAMINATE BASE CABINETS WITH (1) 18" DEEP ADJUSTABLE SHELF, 24" DEEP QUARTZ COUNTERTOP AND 30" HIGH OVERHEAD CABINETS WITH (2) 12" DEEP ADJUSTABLE SHELVES AND OVER AND UNDER CABINET LED LIGHTING AT BREAK ROOM AS SHOWN ON PLAN. INTERIORS TO BE MELAMINE. NO BACKSPLASH.
11. PROVIDE AND INSTALL 34" HIGH PLASTIC LAMINATE BASE CABINETS WITH (1) 18" DEEP ADJUSTABLE SHELF AND 24" DEEP QUARTZ COUNTERTOP AT ZEN ROOM AND ULTRASOUND AS SHOWN ON PLAN. INTERIORS TO BE MELAMINE. NO BACKSPLASH.
12. PROVIDE AND INSTALL 36" HIGH PLASTIC LAMINATE BASE CABINETS WITH (1) 18" DEEP ADJUSTABLE SHELF AND 24" DEEP QUARTZ COUNTERTOP AT MAMMOGRAM, MAMMOGRAM (PROCEDURE), ULTRASOUND (PROCEDURE), AND BONE SCAN AS SHOWN ON PLAN. INTERIORS TO BE MELAMINE. PROVIDE 2" BACKSPLASH AT WET LOCATIONS ONLY. PROVIDE 30" HIGH WORKSURFACE WHERE CHAIRS ARE SHOWN ON PLAN (NO BASE CABINETS).

13. PROVIDE AND INSTALL 30" DEEP PLASTIC LAMINATE COUNTERTOPS WITH HAFELE #287.45 XXX SERIES "HEBGO" SUPPORT BRACKETS, 4'-0" MAXIMUM ON CENTER AT MAMMOGRAPHY TECH. PAINT BRACKETS TO MATCH WALL. PROVIDE 30" HIGH OVERHEAD CABINETS WITH (2) 12" DEEP ADJUSTABLE SHELVES AND UNDER CABINET LED LIGHTING.

14. PROVIDE AND INSTALL (5) ADJUSTABLE PLASTIC LAMINATE 24" DEEP SHELVES ON HEAVY DUTY BRACKETS AND STANDARDS AT CLEAN LINEN.

15. PROVIDE AND INSTALL (5) ADJUSTABLE PLASTIC LAMINATE 15" DEEP SHELVES ON HEAVY DUTY BRACKETS AND STANDARDS AT SECOND FLOOR STORAGE ROOM.

16. PROVIDE AND INSTALL CUSTOM CHECK-IN / CHECK-OUT DESK. (ALLOW \$15,000 FOR DESK MATERIALS + FABRICATION ONLY), IN ADDITION-INCLUDE COSTS FOR TAX, DELIVERY + INSTALLATION.

17. PROVIDE AND INSTALL FIRE RETARDANT WOOD BLOCKING AS REQUIRED FOR TENANT PROVIDED FLAT SCREEN TVS, LOGO, AND MIRRORS AT LOCATIONS NOTED ON PLAN.

18. PROVIDE AND INSTALL (2) PLASTIC LAMINATE SHELVES FOR IPAD CHARGERS ON DECORATIVE BRACKETS AT ADMIN AREA.

19. PROVIDE AND INSTALL FIXED CURTAIN ROD AT CHANGING ROOMS, TYPICAL.

PLUMBING

20. PROVIDE AND INSTALL 36" HIGH COUNTERTOP WITH ADA COMPLIANT SINGLE BOWL, STAINLESS STEEL UNDERMOUNT SINK WITH LEVER STYLE GOOSENECK FAUCET, AND REMOVEABLE PLASTIC LAMINATE APRON AT ULTRASOUND (PROCEDURE), MAMMOGRAM (PROCEDURE), AND EXAM ROOM AS SHOWN ON PLAN.

21. PROVIDE AND INSTALL 34" HIGH COUNTERTOP WITH ADA COMPLIANT SINGLE BOWL, STAINLESS STEEL UNDERMOUNT SINK WITH LEVER STYLE GOOSENECK FAUCET, AND REMOVEABLE PLASTIC LAMINATE APRON AT BREAK ROOM AS SHOWN ON PLAN.

22. PROVIDE AND INSTALL 34" HIGH COUNTERTOP WITH ADA COMPLIANT SINGLE BOWL, STAINLESS STEEL UNDERMOUNT BAR SINK WITH LEVER STYLE GOOSENECK FAUCET, AND REMOVEABLE PLASTIC LAMINATE APRON AT ZEN ROOM AS SHOWN ON PLAN.

23. PROVIDE 1/4" COLD COPPER WATER LINE WITH SHUT OFF VALVE TO TENANT SUPPLIED COFFEE MAKER AND REFRIGERATOR ICE MAKER IN BREAK ROOM AS SHOWN ON PLAN.

24. PROVIDE 1/4" COLD COPPER WATER LINE WITH SHUT OFF VALVE TO TENANT SUPPLIED COFFEE MAKER AND WATER / ICE MAKER IN ZEN ROOM AS SHOWN ON PLAN.

25. PROVIDE THE REQUIRED MANUFACTURER RECOMMENDED PLUMBING AND POWER HOOKUPS FOR TENANT SUPPLIED DISHWASHER IN BREAK ROOM AS SHOWN ON PLAN.

FLOORING

26. PROVIDE BUILDING STANDARD LVT THROUGHOUT ENTIRETY OF FIRST FLOOR AND IN SECOND FLOOR BREAK ROOM UNLESS OTHERWISE NOTED. ALLOW \$4/SF MATERIAL COST TO CONTRACTOR. IN ADDITION - INCLUDE COSTS FOR TAX, FREIGHT, DELIVERY AND INSTALLATION.

WALL FINISHES

27. PROVIDE BUILDING STANDARD PAINT + WALL BASE THROUGHOUT SUITE UNLESS OTHERWISE NOTED. ALLOW FOR (1) MAIN PAINT COLOR AND (2) ACCENT COLORS, LOCATIONS TO BE DETERMINED.

28. PROVIDE AND INSTALL VINYL WALL COVERING AT CHECK-IN / CHECK-OUT, ZEN ROOM, CONSULT ROOMS, AND LOUNGE (ALLOW \$30/LY MATERIAL COST TO CONTRACTOR). IN ADDITION - INCLUDE COSTS FOR TAX, FREIGHT, DELIVERY AND INSTALLATION.

29. PROVIDE AND BACKSPLASH TILE AT BREAK ROOM BENEATH UPPER CABINETS ONLY. (ALLOW \$10/SF MATERIAL COST TO CONTRACTOR) IN ADDITION - INCLUDE COSTS FOR TAX, FREIGHT, DELIVERY AND INSTALLATION. INCLUDE EPOXY GROUT.

30. PROVIDE AND FULL HEIGHT BACKSPLASH TILE AT ZEN ROOM MILLWORK. (ALLOW \$10/SF MATERIAL COST TO CONTRACTOR) IN ADDITION - INCLUDE COSTS FOR TAX, FREIGHT, DELIVERY AND INSTALLATION. INCLUDE EPOXY GROUT.

ELECTRICAL AND MECHANICAL

31. ALL LIGHTING WITHIN ENCLOSED ROOMS TO BE DIMMABLE. MODIFY EXISTING LIGHTING AS REQUIRED.

32. PROVIDE AND INSTALL LED DOWN LIGHTS THROUGHOUT FIRST FLOOR SPACE UNLESS OTHERWISE NOTED.

33. PROVIDE SUSPENDED LED CYLINDERS AT AREAS OF EXPOSED CEILING ON FIRST FLOOR.

34. PROVIDE DEDICATED CIRCUITS FOR ALL TENANT SUPPLIED EQUIPMENT + APPLIANCES AS REQUIRED.

SPECIALTIES

35. CEILING TO REMAIN EXPOSED WITHIN CORRIDORS AND CHECK-IN / CHECK-OUT AREA ONLY. PAINT ALL EXISTING EXPOSED DECK, STRUCTURE, DUCTWORK, CONDUIT, PIPING, ETC. ALL EXPOSED SUPPLY AND RETURN AIR GRILLES SHALL BE PAINTED TO MATCH DUCTWORK.

36. PROVIDE AND INSTALL NEW CEILING TILE AND GRID IN ALL OTHER FIRST FLOOR AREAS (ARMSTRONG - ULTIMA 2 x 2 OR EQUAL).

LEGEND

- EXISTING PARTITION
- NEW PARTITION
- PARTIAL HEIGHT PARTITION
- NEW DOOR
- NEW PAIR OF DOORS INDICATES ACTIVE LEAF
- EXISTING DOOR
- EXISTING DOOR TO BE REMOVED
- EXISTING PARTITION TO BE REMOVED

Authorization Block

The signature below acknowledges review and approval of this preliminary suite layout. Any changes to this plan requires additional architectural services.

signature date

GRAY DESIGN GROUP

Gray Design Group, Inc. © 2024
Mo - Architectural Corporation No. 000553

9 Sunnen Drive, Suite 110

Saint Louis, Missouri 63143

Telephone 314.646.0400

www.graydesigngroup.com

Contact: Jenny Johnson

Produced By: Jenny Johnson

Reviewed By: Jenny Johnson

No.	Description	Date
Client Review		08.14.24
Client Review		08.20.24

Preliminary Space Plan For:

TELE-GRAM

227 North Lindbergh Boulevard
Saint Louis, Missouri 63141

SPACE PLAN

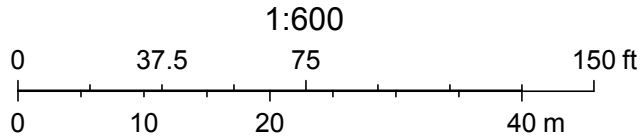
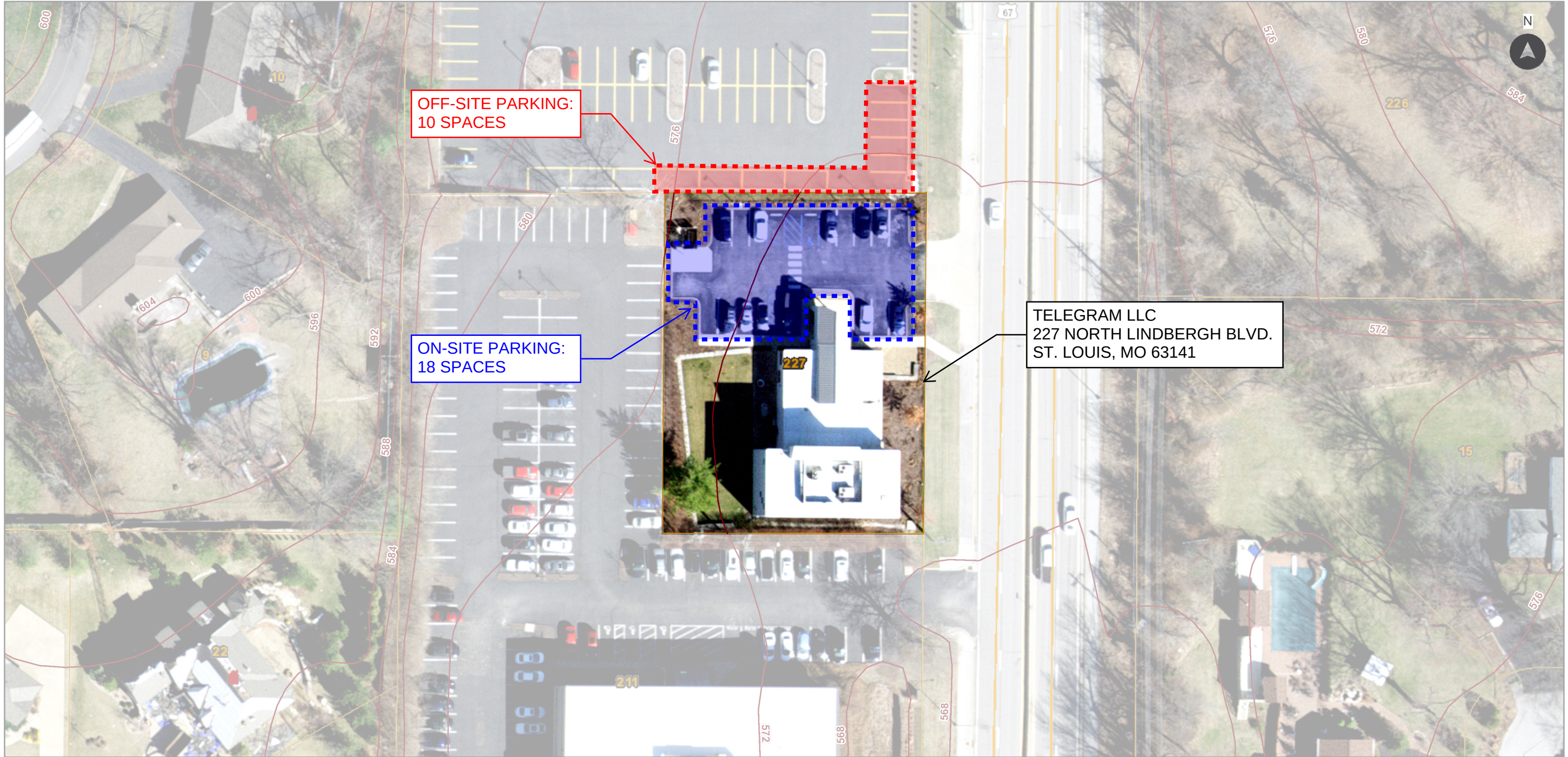
Tobias Weddighaus
Architect
No. A-2507011296

gray

NOT FOR
CONSTRUCTION

Job: 27124154.00

P2



TELE-GRAM LLC

227 North Lindbergh Boulevard, St. Louis, MO 63141

Parking Plan

124154.00

09.16.2024

TELE-GRAM



1 PLANNING AND ZONING COMMISSION MEETING

2 CITY OF CREVE COEUR, MISSOURI

3 300 NORTH NEW BALLAS ROAD

4 MONDAY, OCTOBER 21, 2024

5 6:00 P.M.

6
7 PUBLIC HEARING

8 APPLICATION NO. 24-025

9
10 THOSE IN ATTENDANCE:

11 Ms. Julie LaBonte, Chair

12 Mr. AJ Wang

13 Ms. Rhonda O'Brien

14 Mr. Thomas Buelter

15 Ms. Marjorie Richter

16 Mr. Stephan Tomlinson

17 Ms. Stephanie Karr, City Attorney

18 Mr. Jason Jaggi, Director of Community Development

19 Ms. Bethany L. Moore, City Planner

20 Ms. Christine Schuermann, Recording Secretary

21
22 McLaughlin Court Reporting Services, Inc.

23 Deborah K. McLaughlin, RPR, MO-CCR #314, IL-CSR, KS-CCR

24 4772 Gatesbury Drive

25 St. Louis, MO 63128

(314) 974-1199

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

3 Mr. Buelter?

4 MR. BUELTER: Here.

5 CHAIRMAN LABONTE: Ms. O'Brien?

6 MS. O'BRIEN: Here.

7 CHAIRMAN LABONTE: Mr. Potashnick is absent.

8 Ms. Richter?

9 MR. RICHTER: Here.

10 CHAIRMAN LABONTE: Mr. Tomlinson?

11 MR. TOMLINSON: Here.

12 CHAIRMAN LABONTE: Mr. Wang?

13 MR. WANG: Here.

14 CHAIRMAN LABONTE: Ms. Karr?

15 MS. KARR: Here.

16 CHAIRMAN LABONTE: Mr. Jaggi?

17 MR. JAGGI: Here.

18 CHAIRMAN LABONTE: Ms. Moore?

19 MS. MOORE: Here.

20 CHAIRMAN LABONTE: And, Ms. Schuermann?

21 MS. SCHUERMAN: Here.

22 CHAIRMAN LABONTE: Okay. Our next agenda item
23 is New Business.

24 It's a Public Hearing: Application 24-025:
25 Conditional Use Permit for a Women's Healthcare Clinic

1 located at 227 North Lindbergh Boulevard.

2 If anyone speaking this evening could please
3 come forward and be sworn in.

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

6 CHAIRMAN LABONTE: Thank you.

7 MS. TISHA SINGER: Good evening. My name is
8 Tisha Singer. My address is 9 Terrace Gardens, 63131.

9 I am the owner and presenter of this clinic. I
10 am a fellowship trained breast radiologist, and I'd like
11 to open a women's clinic on 227 Lindbergh Road.

12 One of the primary things we will be doing is
13 mammograms, ultrasounds and A Dexa scans for women. We
14 will be providing other types of women's care as well,
15 including perimenopause and menopause care for women,
16 genetic testing, and other sorts of interventions related
17 to breast cancer and the diagnosis and prevention of
18 breast cancer.

19 I think that's a description.

20 CHAIRMAN LABONTE: Thank you.

21 Does anyone have any questions at this point?

22 Okay. Thank you.

23 MS. TISHA SINGER: Thank you.

24 MS. MOORE: Hi, Bethany Moore, City Planner.

25 So, this is a conditional use permit request for

1 the women's healthcare clinic at 227 North Lindbergh
2 Boulevard.

3 And then this is a picture of the front of the
4 building.

5 So, here is the request. It's this little site
6 right there in between these two larger sites.

7 It is for a diagnostic imaging center, which is
8 a conditional use in the GC, General Commercial Zoning
9 District.

10 There are no exterior changes associated with
11 this project related to the building. And making some
12 internal -- interior changes, but nothing to the site.

13 There will be four employees at busiest shifts.

14 The hours of operation are eight to five Monday
15 through Friday.

16 Okay. So, here is the site plan.

17 So, as you can see, on site they have limited
18 parking. They only have eighteen parking spaces, but
19 their use actually only requires 17, so they do have
20 enough. But they also have a parking agreement in place
21 with the property next door, so the property up here, for
22 ten additional parking spaces in case they were to need
23 those. But they do meet the requirements without needing
24 that.

25 And then we have a condition of approval that

1 the parking lot needs to be resealed and re-stripped.

2 It's -- it's been a while since that's happened on this
3 property.

4 So, there is an existing landscaping plan that's
5 been approved. It was approved in 2012. And it's quite
6 extensive. And, so, this is landscaping plan that they
7 would need to maintain the property up to, and I've
8 discussed that with the applicant.

9 There is existing irrigation in place, and so
10 that will just need to be maintained.

11 The landscaping, they have all of the trees that
12 they need, but some of the other landscaping and some of
13 the landscaping beds needs to be updated and maintained.

14 Okay. And then conditions of approval.

15 Like I said, the hours of operation and that the
16 parking lot shall be resealed and re-stripped and the
17 landscaping is updated to meet that landscaping plan from
18 2012.

19 So, any questions?

20 MR. BUELTER: I see that Monday through Friday
21 eight to five, but, you know, just when Daylight Savings
22 time switches or whatever, do they have a lighting --
23 exterior lighting in place?

24 MS. MOORE: There is existing lighting on site.

25 MR. BUELTER: Okay.

1 MS. MOORE: And it is downcast and shielded.

2 MR. BUELTER: Okay.

3 MS. MOORE: And I believe I've included pictures
4 of that in the packet at the back.

5 CHAIRMAN LABONTE: Any signage that needs to be
6 added or --

7 MS. MOORE: So, if they are applying -- adding
8 additional signage, which I assume they will for a new
9 use --

10 CHAIRMAN LABONTE: Uh-huh.

11 MS. MOORE: -- that will be handled by a
12 separate permit.

13 CHAIRMAN LABONTE: Okay.

14 MS. MOORE: But they are allowed, I believe it
15 would be one monument sign and one attached sign, but,
16 again, that would be approved by me by separate permit.

17 CHAIRMAN LABONTE: Perfect. Okay.

18 Any other questions?

19 Open it up to the community. Anyone who would
20 like to speak or have questions regarding this?

21 Okay.

22 MR. WANG: I move to recommend approval of a
23 conditional use permit for a women's health --

24 CHAIRMAN LABONTE: Hang on. Hang on. She needs
25 to read the exhibits first.

1 MR. WANG: Oh, sorry.

2 MS. KARR: No, that's okay.

3 The City would like to introduce the following
4 exhibits into the record: Exhibit No. 1, the notice
5 documentation in possession of the City Clerk; Exhibit 2
6 are specific documents consisting of staff reports,
7 Planning and Zoning letters and excerpts of minutes
8 pertaining to this matter; Exhibit 3 are the documents
9 presented by the presenters, and then also all the
10 submittals by the applicant; Exhibit 4 is the City Code of
11 Ordinances and the Charter of the City of Creve Coeur;
12 Exhibit 5 is the City's Comprehensive Plan, and Exhibit 6
13 is the public file regarding this application.

14 (The Public Hearing was concluded at 6:20 p.m.)
15
16
17
18
19
20
21
22
23
24
25

1 STATE OF MISSOURI)
2) SS
3 COUNTY OF ST. LOUIS)

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

11
12
13 Deborah McLaughlin, RPR, MO-CCR, IL-CSR, KS-CCR
14 Deborah K. McLaughlin, RPR, MO-CCR, IL-CSR, KS-CCR
15
16
17
18
19
20
21
22
23
24
25

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF A NEW CONDITIONAL USE
PERMIT FOR A 960 SQUARE-FOOT SNACK AND NON-ALCOHOLIC BEVERAGE
BAR, FOR TEASDAY, LOCATED AT 12812 OLIVE BOULEVARD, WITHIN THE
BELLERIVE PLAZA COMPLEX**

WHEREAS, under Section 405.360(C), all eating and drinking places in the “GC” General Commercial zoning district require the issuance of a conditional use permit as provided in Section 405.1070, Conditional Use Permits; and

WHEREAS, Pan Gao, of Teasday, submitted an application for a new conditional use permit for a 960 square foot restaurant, Taziki’s, with 8 indoor seats, at 12812 Olive Boulevard, within the Bellerive Plaza complex; and

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Monday, October 21, 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 6-0 vote, recommended approval of the conditional use permit, subject to the conditions contained herein, at its meeting on October 21, 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 or vehicular traffic or on community facilities or services, including but not limited to emergency services.

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

Section 1: A Conditional Use Permit is authorized to be issued pursuant to Section 3 hereof for the operation of a restaurant located at 12812 Olive Boulevard, in the "GC" General Commercial zoning district, within the Bellerive Plaza complex, whose legal description is as follows:

LOT 1 OF "BELLERIVE EXECUTIVE PARK PLAT TWO" IN U.S. SURVEY 1923 TOWNSHIP 45 AND 46 NORTH, RANGE 5 EAST OF THE 5TH PRINCIPAL MERIDIAN. CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 164 PAGE 62 OF THE ST LOUIS COUNTY RECORDS.

Section 2: The Conditional Use Permit granted shall be subject to all applicable statutes, ordinances, rules and regulations, and the following conditions:

1. The Conditional Use Permit shall be for the operation of an approximately 960 square foot Snack and Non-Alcoholic Beverage Bar, NAICS 722515, at 12812 Olive Boulevard, within Bellerive Plaza.
2. Maximum seating permitted is limited to 8 indoor seats. The Zoning Administrator may authorize additional indoor seating based upon a complete review of the parking for Bellerive Plaza to ensure zoning code compliance.
3. Hours of operation shall be 10:00 AM to 9:00 PM Sunday-Saturday. Additional business hours may be permitted with the Zoning Administrator's approval including, but not limited to, the catering of special events.
4. Employee vehicles, delivery and company vehicles shall not be parked in front of the buildings and shall be parked as far from the public right-of-way as possible.
5. All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code and require permit approval.
6. Any future enlargement, extension, expansion, or alteration in the use of the structures or site must be approved by the City Council upon receipt of the recommendation of the Planning and Zoning Commission as an amendment to the Conditional Use Permit before a Building Permit for the enlargement, expansion or alteration may be issued.
7. Failure to comply with any one or all of the conditions of this permit shall be adequate cause for the revocation of said permit by the City Council, provided, however, no permit shall be revoked without prior notice to the owner of the intention of the City Council to revoke this permit and reasonable time granted to the owner to correct or remedy any such breach of conditions, except for repeated breaches or violations.
8. No conditional use permit granted by the City Council shall be valid for a period longer than one year from the date it grants the conditional use permit, unless within such period: (1) a building permit is obtained and construction is begun; or (2) if a building permit is not required, an occupancy permit is obtained, and the use of the building commenced. The City Council may grant extensions to the one (1) year period of not more than one hundred and eighty (180) days each, without notice or hearing, provided that a written request for such extension is filed by the original applicant and approved by the City Council prior to the date the conditional use permit is scheduled to expire.
9. 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

BILL NO. 6143

ORDINANCE NO. _____

time of such transfer or lease. Failure to comply with this provision shall not excuse anyone from these conditions.

Section 3: The City Administrator of the City of Creve Coeur is hereby authorized and directed to issue a Conditional Use Permit in accordance with the provisions of this ordinance, said permit to expressly provide for the conditions and stipulations hereinabove set out in Section 2 of this ordinance. Exercise of the rights granted pursuant to the issued permit shall constitute acceptance of all conditions and stipulations set forth herein.

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

ADOPTED THIS ____ DAY OF _____, 2024.

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 • www.crevecoeurmo.gov

APPLICATION TO PLANNING AND ZONING COMMISSION #24-027: A CONDITIONAL USE PERMIT FOR A BUBBLE TEA SHOP, TEASDAY, LOCATED AT 12812 OLIVE BOULEVARD

FOR THE MEETING OF: **Monday, October 21, 2024, 6:00 PM.**

LOCATION: 12812 Olive Boulevard (see attached map). Zoned GC General Commercial District.

REQUEST: Pan Gao has submitted an application for a new conditional use permit to allow for a bubble tea location, Teasday, at 12812 Olive Boulevard within Bellerive Plaza. No exterior changes are proposed and the hours of operation will be from 10:00 AM to 9:00 PM 7 days a week. The previous use at this location was an Edward Jones and it did not require a conditional use permit.

ADDITIONAL INFORMATION:

The property is in the “GC” General Commercial zoning district. This use is classified as a Snack and Non-Alcoholic Beverage Bar (NAICS 722515) which is a conditional use that requires review and final approval by the City Council upon the recommendation of the Planning and Zoning Commission

Key Issues:

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

Creve Coeur 2030 Plan References

- MU-Mixed Use District

Zoning Code References

- Section 405.360: GC-General Commercial District
- Section 405.470: Conditional Use Permit
- Section 405.820: Required Off-Street Parking Spaces

APPLICANT: Pan Gao
Teasday STL
14565 Appalachian Trail
Chesterfield, MO 63017

PROPERTY OWNER: MCW RD Bellerive Plaza LLC
25 N. Brentwood Boulevard
St. Louis, MO 63105



REPORT PREPARED BY: Bethany Moore, AICP, City Planner
DATE: 10/21/2024
ATTACHMENTS: Applicant's Materials received September 19, 2024
Draft Ordinance

BACKGROUND:

Bellerive Plaza shopping center, located south of Olive Boulevard and west of Mason Road, was approved and constructed in 1980 in compliance with St. Louis County zoning regulations. The property was annexed by the City of Creve Coeur in 1996, and subsequently zoned “GC” General Commercial. The center consists of three buildings, housing approximately 22 tenant spaces, including the anchor of a Schnucks Supermarket, and totals 115,232 square feet. Bellerive Plaza currently has 19 tenants and three retail vacancies. The overall development is legally pre-existing, with non-conforming site coverage. The existing uses at the time of incorporation are allowed to continue as if approved per Section 405.210 (A)(2) which states:

2. Conditional uses. No conditional use, as designated within this Chapter, shall hereafter be established unless such use has been approved pursuant to the provisions of Section **405.470**. Any existing use which was a permitted use prior to the adoption of this Chapter, and which is designated as a conditional use by this Chapter may continue as if it were approved as a conditional use.

The previous tenant, Edward Jones, had been operating in the 960 square foot space for at least two decades and its use most likely predated the annexation of the shopping center into Creve Coeur. The new tenant, Teasday, is seeking a conditional use permit for the use.

PROJECT DESCRIPTION

The Applicant is seeking approval for a Conditional Use Permit to operate a Snack and Non-Alcoholic Beverage Bar (NAICS 722515), Teasday, in the former Edward Jones location within Bellerive Plaza shopping center. Teasday is a bubble tea shop offering unique drink offerings and desserts. The applicant does not plan to make any exterior changes to the location. The applicant is proposing 8 indoor seats. The tenant space's gross floor area is 960 square feet. The restaurant will operate from 10:00 AM to 9:00 PM every day of the week. There will be 3 employees during the busiest hours of operation.

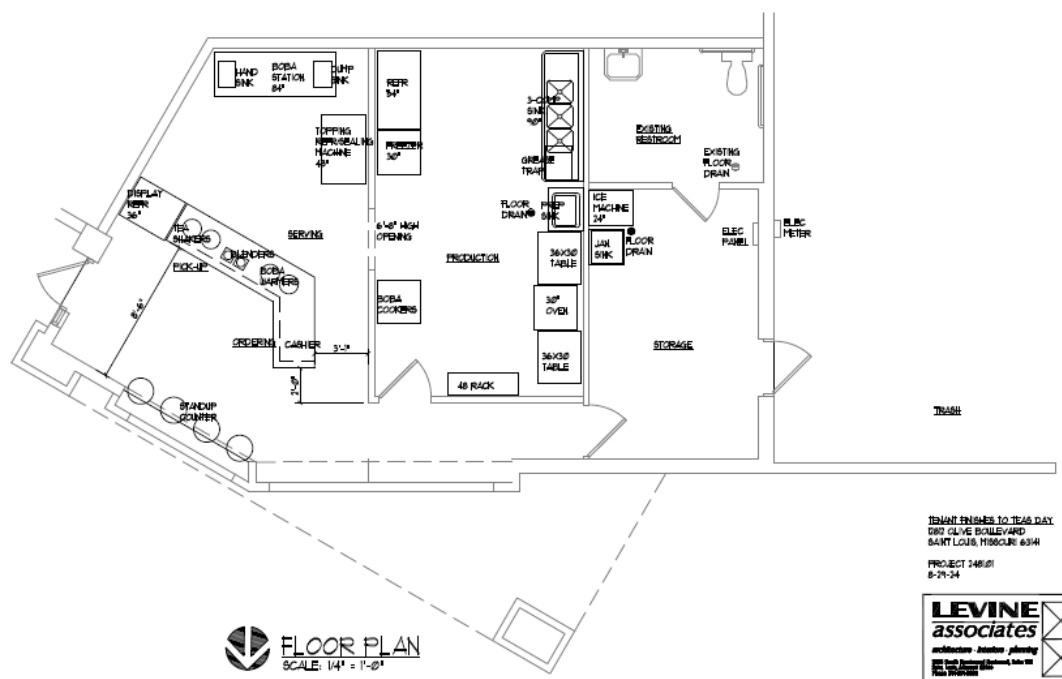


Figure 1: Teasday's Interior Floor Plan

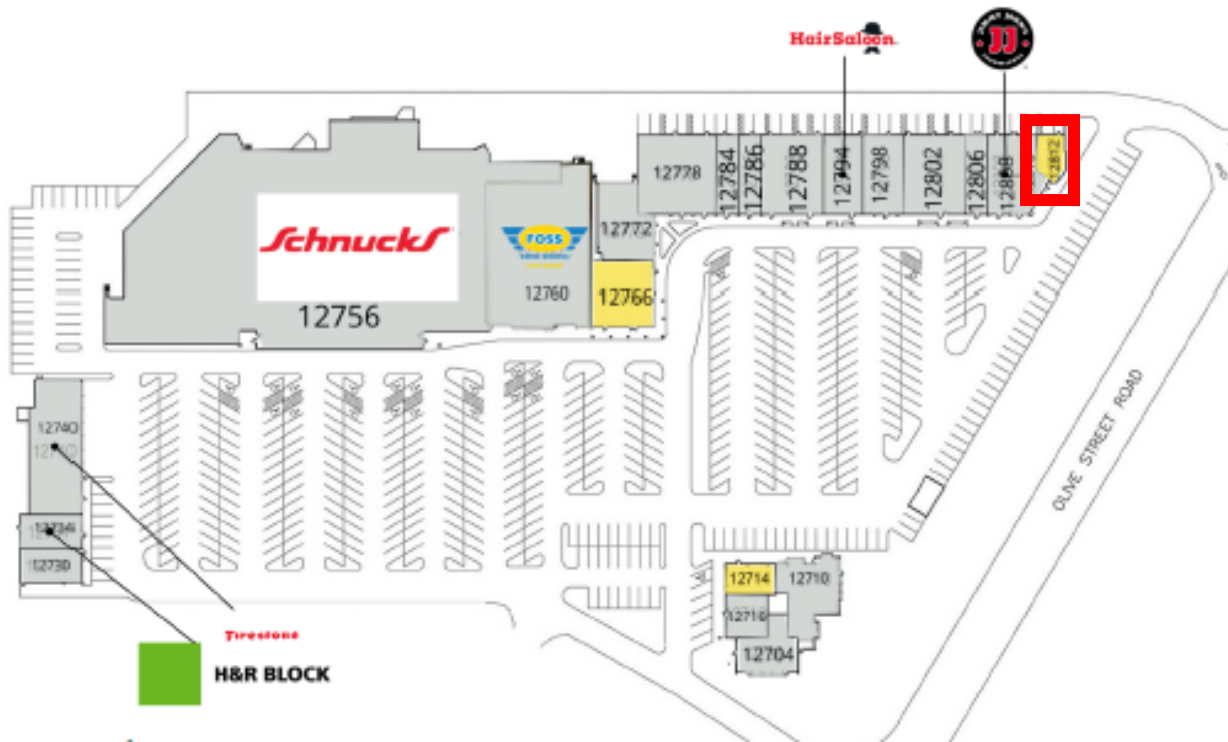


Figure 2: Teasday's Location within Bellerive Plaza outlined in red.

LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

DIRECTION	USE	ZONED	SEPARATED BY
North	Commercial	Unincorporated St. Louis County	Olive Boulevard
South	Office	PO-Planned Office	N/A
East	Bank	GC-General Commercial	Bellerive Plaza
West	Residential	AR-Attached Single-Family Residential	N/A

COMPREHENSIVE PLAN REVIEW

Creve Coeur 2030 Plan

The *Creve Coeur 2030 Plan* includes the overall goal for Placemaking & Community Identity by creating mixed-use, walkable districts (p. 45), and the long-term Economic Growth & Community Services goal of providing community services, amenities, and experiences necessary to leverage and capture the changing consumer preferences for more lifestyle centers (p. 47). The subject property is located within the West Olive Corridor Mixed-use District (MU) Place type that has a vision to create a visually distinctive and regionally recognized commercial corridor that improves walkable and bikeable access to retail and service businesses for the “day-to-day” use of Creve Coeur’s residents and workers. The MU Place type supports the development of a variety of medium-density commercial, retail, office, institutional, dining, community services, and multi-family residential within a suburban context. These land uses are supported primarily through vehicular access with improved walkability, pedestrian connections to adjacent neighborhoods, and beautifully landscaped street frontages. (p. 82). The applicant is replacing a previous permitted by right use with a restaurant use in the space within a retail building in Bellerive Plaza. The use within the Plaza is consistent with the Comprehensive Plan as much as this proposal can be.

ZONING REVIEW

NAICS 722515 Snack and Non-Alcoholic Beverage Bars are permitted as conditional uses with review and approval by the City Council upon the recommendation of the Planning and Zoning Commission in all of the commercial districts of the City. The entire Bellerive Plaza complex is 11.13 acres with approximately 115,252 square feet of retail space. The proposal is for 960 square feet thus representing roughly 0.83% of the complex's square footage.

Parking:

Parking regulations for restaurants are discussed under Section 405.820(F)(5)(b) Required Off-Street Parking Spaces which states that the following:

Small restaurant facilities which offer only carry-out/delivery service and/or a seating capacity of sixteen (16) or fewer persons shall provide parking spaces at the ratio required for basic retail uses; provided, such small restaurant facilities shall not be freestanding or provide drive-through, or drive-up ordering facilities.

Multi-tenant retail shopping centers designed for restaurant, retail uses, and personal service establishments may combine the total parking spaces for each use, less a fifteen percent (15%) reduction in the total number of parking spaces required, per Section 405.820(B)(1).

The proposed use is a snack and non-alcoholic beverage bar, serving both dine-in and carryout customers with a proposed seat count of 8 indoor seats. The majority of the other existing restaurant spaces do not have Conditional Use Permits as the tenant space was occupied as a restaurant use before Bellerive Plaza was incorporated into the City of Creve Coeur in 1995 and per Section 405.210 (A)(2) were able to continue operating as if they had one. Due to these pre-existing conditions, seating counts for the restaurants to determine required parking for each use is not documented. Staff relied on estimates provided by each restaurant for the parking table. All of the required parking for each use minus the 15% reduction for shopping centers means that 466 parking spaces are required for this site. When the 466 parking spots required are subtracted from the 527 parking spots on site, there are 61 parking spaces left over in surplus. The parking lot is in good condition and the on-site parking meets the Zoning Code requirements.



Tenant	Use	Size (sq. ft.)	Parking Regulations	# of spaces
12704 – Taziki's Mediterranean Cafe	Restaurant (85 indoor seats)	2,615	1/3 seats in CUP, + 1/250 sq. ft..	40
12710 – Timothy's Restaurant	Restaurant (72 indoor seats)	3,049	1/3 seats in C.U.P. + 1/250 sq. ft..	37
12714 – Vacant	General Retail	1,215	4/1000 sq. ft.	5
12716 – Blust's Jewelry	Jewelry Store	1,290	4/1000 sq. ft.	5
12730 – EarthWise Pet Supply	Pet and Pet Supplies Stores	1,500	4/1000 sq. ft.	6
12734 – H&R Block	Tax Preparation Services	1,500	4/1000 sq. ft.	6
12740 – Firestone Tire	General Automotive Repair	4,230	1/300 sq. ft + 1/service bay	21
12756 – Schnucks	Super Markets and Other Grocery (Except Convenience) Stores	56,747	4/1000 sq. ft	228
12760-Foss Swim School	Swim School	11,238	1/200 sq. ft.	56
12766 – Vacant	General Retail	3,154	4/1000 sq. ft	16
12772 – Yarncom	General Retail	2,950	4/1000 sq. ft	12
12778 – Fantastic Finds	Used Merchandise Store	4,877	4/1000 sq. ft.	20
12784 – China King*	Restaurant < 16 seats	1,400	4/1000 sq. ft.	6

12786 – Nail Spa	Services – Nail Salon	1,470	4/1000 sq. ft.	6
12788 – Elite Physical Therapy	Offices of Physical, Occupational and Speech Therapists and Audiologists	3,780	4/1000 sq. ft.	16
12794 – Hair Saloon for Men	Barber Shop	2,450	4/1000 sq. ft.	10
12798 – That Painting Spot	General Retail	2,491	4/1000 sq. ft.	10
12802 – Miss Kelly’s Gym	Fitness and Recreational Sports Centers	3,816	1/150 sq. ft.	26
12806 – Gateway Coffee	Restaurant < 16 seats	1,400	4/1000 sq. ft.	6
12808 – Jimmy John’s*	Restaurant < 16 seats	1,730	4/1000 sq. ft.	7
12810 – Silky’s*	Restaurant < 16 seats	1,435	4/1000 sq. ft.	6
12812 – Teasday	Bubble Tea Shop	960	4/1000 sq. ft.	4
Sub-total:				549
Minus 15% Reduction				83
Total # of Parking Spaces Required:				466
Total Available On-site:				527
Excess Parking:				61

*Denotes restaurant locations where seating count was provided by the restaurant to staff as no Conditional Use Permit for the locations are existing.

OTHER REVIEW ITEMS

Trash for the restaurant will utilize the existing dumpster located beside the building. The dumpster enclosure is in good repair.

RECOMMENDED CONDITIONS FOR APPROVAL

Based on the above analysis, the request for a conditional use permit appears to meet all of the requirements of the Zoning Ordinances and is not inconsistent with the goals and objectives of the Comprehensive Plan. If the Planning and Zoning Commission finds the attached draft conditional use permit ordinance to be in conformance with the purposes and regulations of the Comprehensive Plan and Zoning Code, it may vote on a recommendation to the City Council. Any changes to the draft ordinance should be discussed and made by separate actions. The following conditions of approval are proposed by staff:

1. The Conditional Use Permit shall be for the operation of an approximately 960 square foot Snack and Non-Alcoholic Beverage Bar, NAICS 722515, at 12812 Olive Boulevard, within Bellerive Plaza.
2. Maximum seating permitted is limited to 8 indoor seats. The Zoning Administrator may authorize additional indoor seating based upon a complete review of the parking for Bellerive Plaza to ensure zoning code compliance.
3. Hours of operation shall be 10:00 AM to 9:00 PM Sunday-Saturday. Additional business hours may be permitted with the Zoning Administrator’s approval including, but not limited to, the catering of special events.
4. Employee vehicles, delivery and company vehicles shall not be parked in front of the buildings and shall be parked as far from the public right-of-way as possible.
5. All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code and require permit approval.
6. Any future enlargement, extension, expansion, or alteration in the use of the structures or site must be approved by the City Council upon receipt of the recommendation of the Planning and Zoning

Commission as an amendment to the Conditional Use Permit before a Building Permit for the enlargement, expansion or alteration may be issued.

7. Failure to comply with any one or all of the conditions of this permit shall be adequate cause for the revocation of said permit by the City Council, provided, however, no permit shall be revoked without prior notice to the owner of the intention of the City Council to revoke this permit and reasonable time granted to the owner to correct or remedy any such breach of conditions, except for repeated breaches or violations.
8. No conditional use permit granted by the City Council shall be valid for a period longer than one year from the date it grants the conditional use permit, unless within such period: (1) a building permit is obtained and construction is begun; or (2) if a building permit is not required, an occupancy permit is obtained, and the use of the building commenced. The City Council may grant extensions to the one (1) year period of not more than one hundred and eighty (180) days each, without notice or hearing, provided that a written request for such extension is filed by the original applicant and approved by the City Council prior to the date the conditional use permit is scheduled to expire.
9. Any transfer of ownership or lease of the property shall include in the transfer or lease agreement a provision that the purchaser or lessee agrees to be bound by the approved Site Development Plan for the property and the conditions herein set forth, and written confirmation thereof signed by the new owner or lessee shall be filed with the City at the time of such transfer or lease. Failure to comply with this provision shall not excuse anyone from these conditions.

ACTION

If the Planning and Zoning Commission finds the attached draft conditional use permit ordinance to be in conformance with the purposes and regulations of the Comprehensive Plan and Zoning Code, it may vote on a recommendation to the City Council. Any changes to the draft ordinance should be discussed and made by separate actions.

MOTION

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

“I move to recommend approval of a Conditional Use Permit for Teasday located at 12812 Olive Boulevard, within Bellerive Plaza, subject to the conditions discussed in the Staff Report and Draft Ordinance for the meeting of October 21, 2024” (conditions may be added, eliminated, or modified by preceding motion).

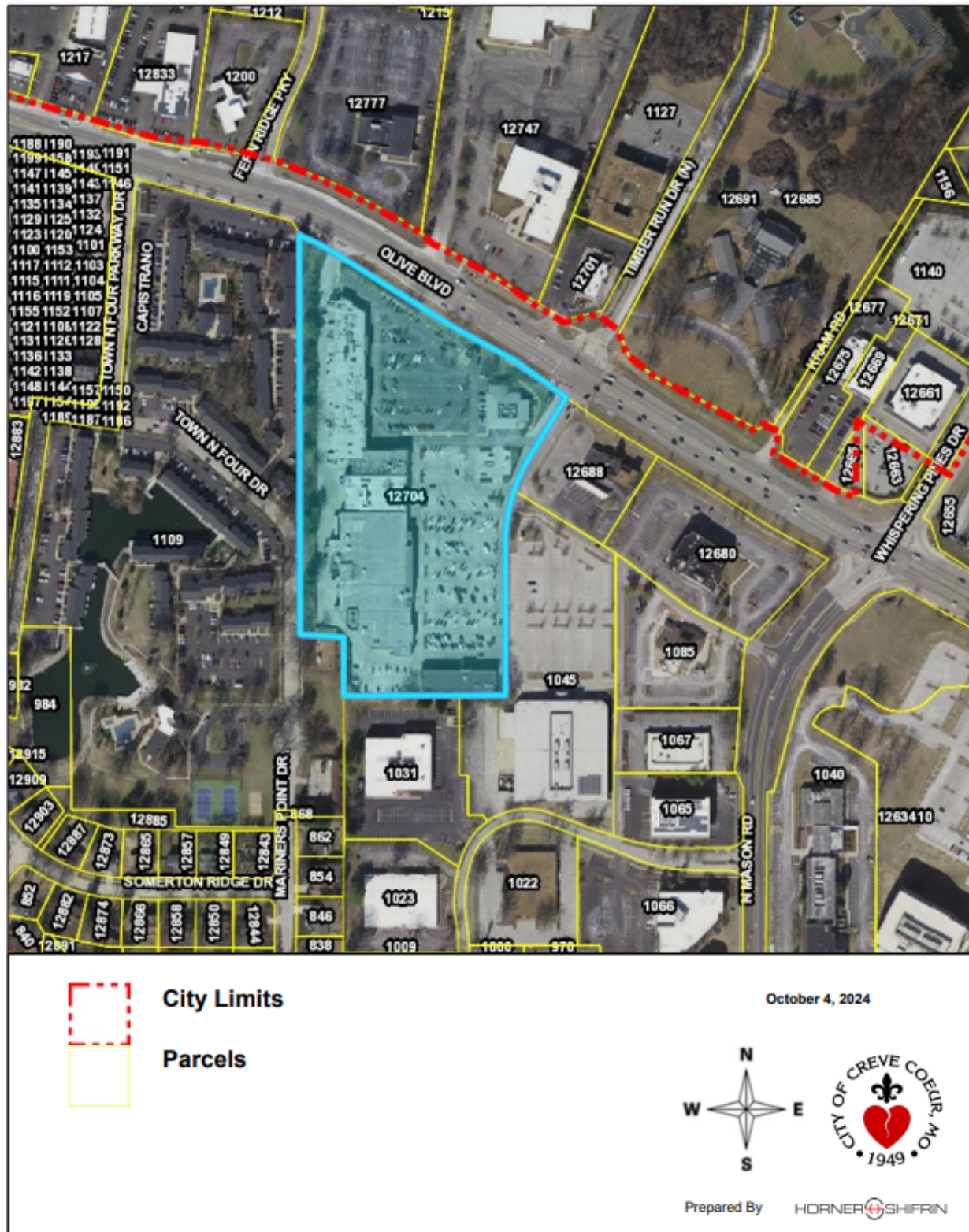
APPENDIX 1: COMPREHENSIVE PLAN, INCLUDING DESIGN GUIDELINES

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

APPENDIX 2: ZONING CODE

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

APPENDIX 3: AERIAL PHOTO



APPENDIX 4: SITE PHOTOGRAPHS



Description:
Existing
storefront
from google
street view.

Rationale for Approval of Bubble Tea Shop TEASDAY

The purpose of this document is to provide a comprehensive rationale for the approval of a new bubble tea shop in Creve Coeur. This shop aims not only to meet the growing demand for unique and customizable drinks but also to enhance the local economy, create job opportunities, and foster community engagement. By establishing this bubble tea shop, we can contribute to a vibrant and diverse culinary landscape that reflects the interests and tastes of our residents.

1. Economic and Community Benefits

The establishment of the bubble tea shop will contribute positively to the local economy. It will create job opportunities for residents, including positions such as baristas, cashiers, and managerial roles. Additionally, the shop will generate revenue through both direct sales and potential local partnerships with suppliers. Increased foot traffic and patronage to the area can benefit neighboring

2. Alignment with Local Business Needs

Market research indicates a growing demand for diverse dining and beverage options in the community. The bubble tea shop will meet this demand, filling a niche that is currently underserved. This addition aligns with the city's goals of supporting local businesses and enhancing the variety of services available to residents.

Cake and desserts are often associated with special occasions and moments of happiness, from birthdays to anniversaries and everyday indulgences. By providing a diverse range of high-quality, handcrafted cakes and desserts, the shop will contribute to the community's well-being, offering delightful experiences that bring smiles and create memorable moments.

3. Steps to Mitigate Impact on Surroundings

To ensure that the bubble tea shop integrates smoothly into the community, we are implementing several measures to minimize any potential negative impacts:

- **Noise Control:** The shop will adhere to local noise ordinances and will be equipped with soundproofing materials to minimize noise disturbances. The design includes acoustic panels and strategically placed barriers to ensure that noise remains within acceptable levels.
- **Traffic Management:** We have developed a traffic management plan to address potential congestion. This includes ample customer parking with designated spaces and clear signage to direct traffic flow. Additionally, we will coordinate with local authorities to ensure that parking and traffic patterns are managed effectively.
- **Waste Management:** The shop will implement a comprehensive waste management program, including recycling and composting initiatives. Regular waste pickups and on-site waste management will prevent littering and maintain cleanliness in the surrounding area.

4. Building and Landscape Design Changes

To harmonize the bubble tea shop with its surroundings and enhance the aesthetic appeal of the area, we are proposing the following changes to the building and landscape designs:

- **Architectural Integration:** The shop's exterior design will feature materials and colors that complement the existing architectural style of the neighborhood. We will use local building materials and traditional design elements to blend seamlessly with the surrounding structures.
- **Landscaping Enhancements:** We plan to improve the landscaping by adding green spaces, planters, and decorative elements. This will include native plants and trees to create a visually appealing environment that supports local biodiversity and enhances the streetscape.
- **Lighting:** The lighting design will be carefully planned to ensure adequate illumination while avoiding light pollution. Energy-efficient, low-intensity lighting will be used to enhance safety and highlight the shop's features without disturbing surrounding residences.

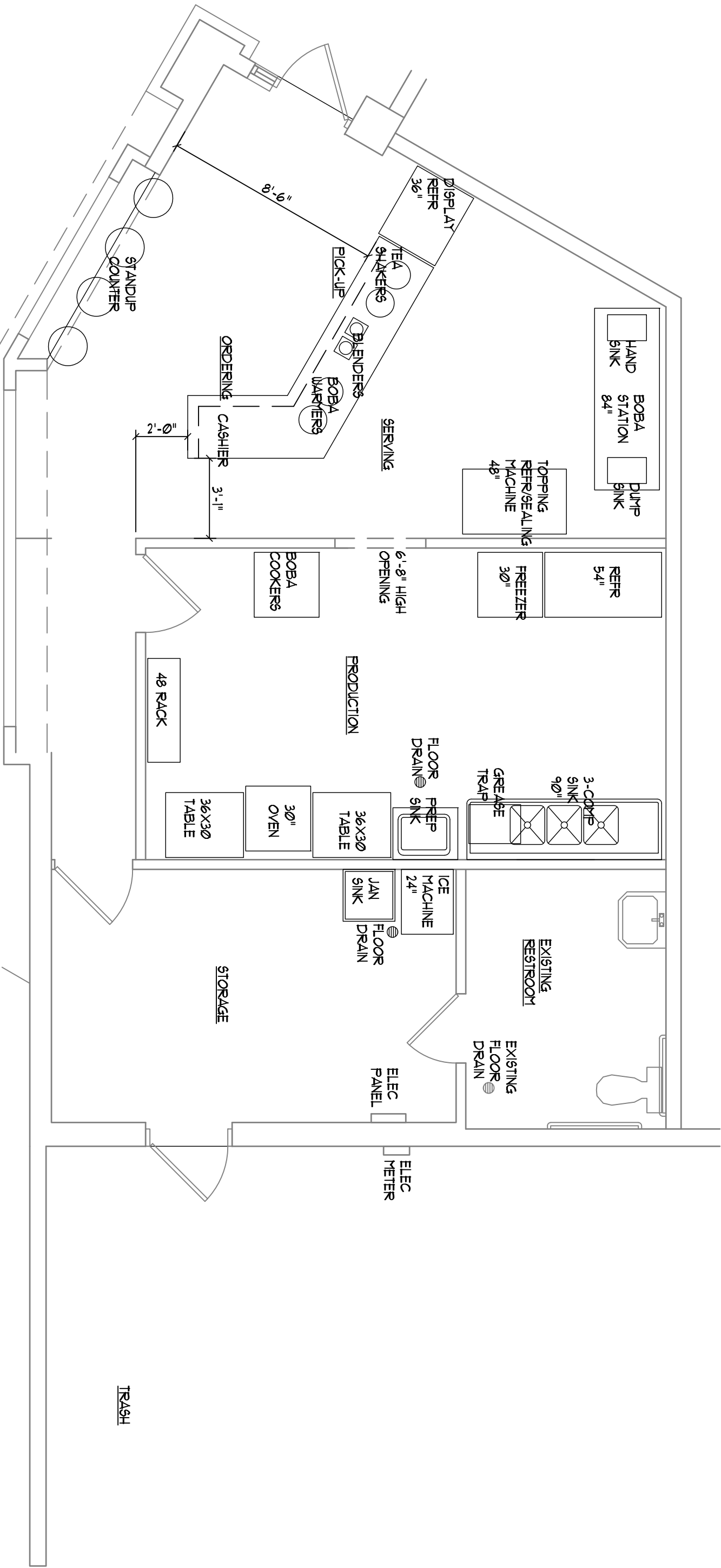
5. Community Engagement and Culture

Bubble tea shops often serve as social hubs, providing a space for community interaction and cultural exchange. By offering a trendy and inviting atmosphere, the shop will cater to a diverse range of customers and contribute to the local cultural fabric. It also provides a platform for community events, workshops, and promotions, further enhancing its role in the community.

6. Regulatory Compliance

The bubble tea shop will comply with all local zoning laws, building codes, and business regulations. Necessary permits and licenses will be obtained, and ongoing compliance with municipal regulations will be maintained to ensure the shop operates smoothly within legal parameters.

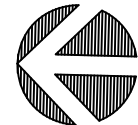
In summary, the approval of the bubble tea shop is vital for the community connections and partnerships with local businesses. It will create job opportunities for local residents and stimulate foot traffic, positively impacting the surrounding area.



TRASH

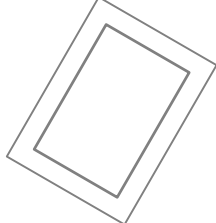
**TENANT FINISHES TO TEAS DAY
12812 OLIVE BOULEVARD
SAINT LOUIS, MISSOURI 63141**

PROJECT 248101
8-29-24



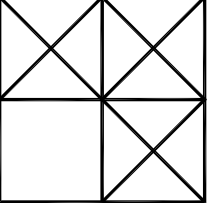
FLOOR PLAN
SCALE: 1/4" = 1'-0"

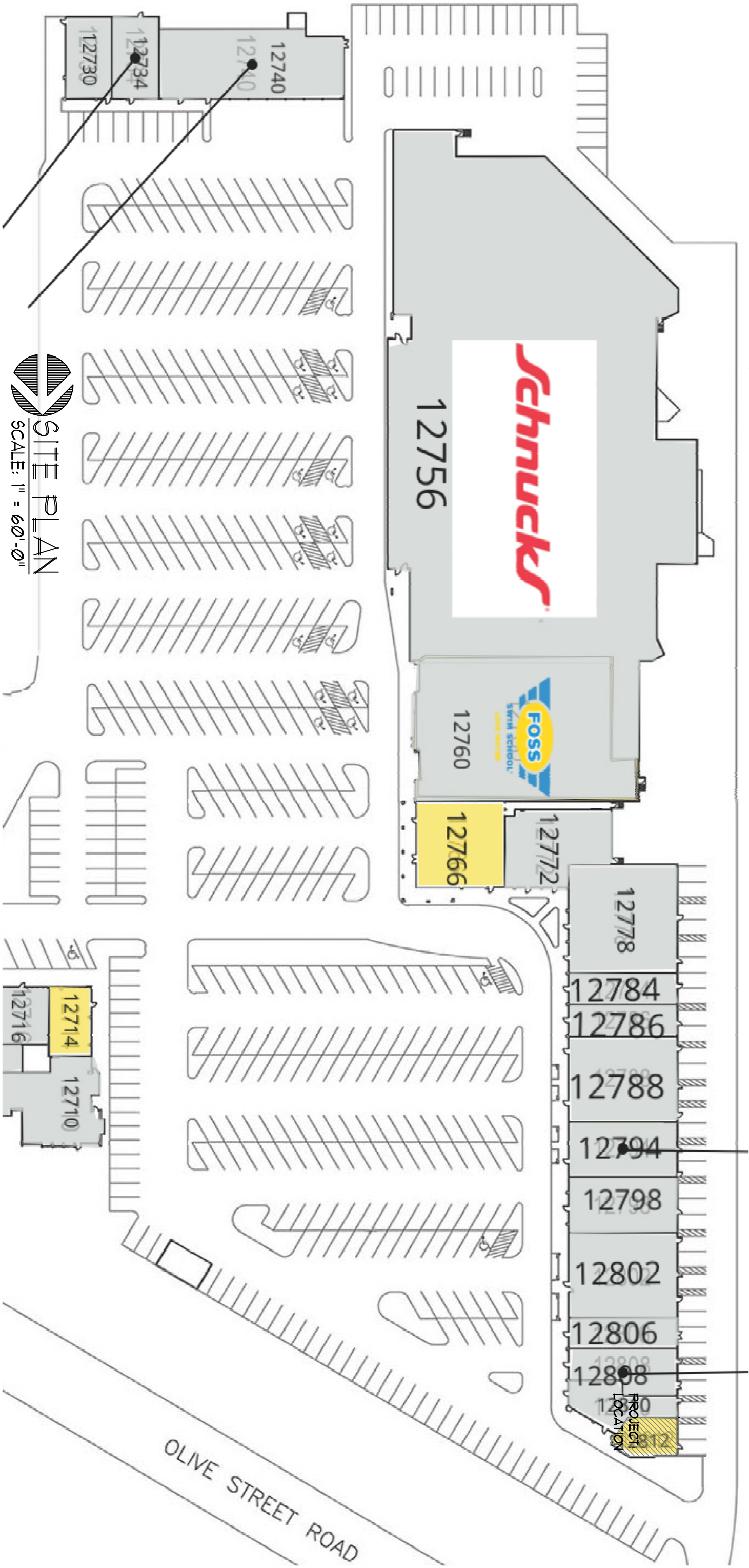
SCALE: 1/4" = 1'-0"



LEVINE
associates

2025 South Brentwood Boulevard, Suite 101
Saint Louis, Missouri 63144
Phone 314-991-8600





 SITE PLAN
SCALE: 1" = 60'-0"

PROJECT DATA
ZONING DISTRICT: GC GENERAL COMMERCIAL
BUILDING CODE: 2018 IBC/IEBC
CONSTRUCTION TYPE: II-B
TENANT AREA: 885 SF
OCCUPANCY GROUP: "B" BUSINESS
NUMBER OF OCCUPANTS:
SERVING AREA: 150 SF/15 SF/PERSON 10
COMMERCIAL KITCHEN: 400 SF/200 SF/PERSON 2
TOTAL: 12

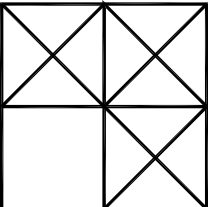
TENANT FINISHES TO TEAS DAY
12812 OLIVE BOULEVARD
SAINT LOUIS, MISSOURI 63141
PROJECT 248101
8-29-24

LEVINE

associates

architecture · interiors · planning

2025 South Brentwood Boulevard, Suite 701
Saint Louis, Missouri 63144
Phone 314-9915600



1 PLANNING AND ZONING COMMISSION MEETING

2 CITY OF CREVE COEUR, MISSOURI

3 300 NORTH NEW BALLAS ROAD

4 MONDAY, OCTOBER 21, 2024

5 6:00 P.M.

6
7 PUBLIC HEARING

8 APPLICATION NO. 24-027

9
10 THOSE IN ATTENDANCE:

11 Ms. Julie LaBonte, Chair

12 Mr. AJ Wang

13 Ms. Rhonda O'Brien

14 Mr. Thomas Buelter

15 Ms. Marjorie Richter

16 Mr. Stephan Tomlinson

17 Ms. Stephanie Karr, City Attorney

18 Mr. Jason Jaggi, Director of Community Development

19 Ms. Bethany L. Moore, City Planner

20 Ms. Christine Schuermann, Recording Secretary

21
22 McLaughlin Court Reporting Services, Inc.

23 Deborah K. McLaughlin, RPR, MO-CCR #314, IL-CSR, KS-CCR

24 4772 Gatesbury Drive

25 St. Louis, MO 63128

(314) 974-1199

1 CHAIRMAN LABONTE: Okay. Our next item is
2 Public Hearing Application 24-027: A Conditional Use
3 Permit for a Bubble Tea Shop, Teasday, Located at 12812
4 Olive Boulevard.

5 If anyone speaking could please come forward and
6 be sworn in.

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

9 CHAIRMAN LABONTE: And if you could please state
10 your name and address.

11 MS. PAN GAO: Yeah. Hello, Everyone.

12 My name is Pan. And we want to open up a bubble
13 tea shop at 12812 Olive Boulevard.

14 And all we request is a new conditional use of
15 permit.

16 And we will offer like all kind of drinks;
17 bubble tea drinks, like tea-based beverage, milk, fruit
18 and all the toppings, and also cakes. Yeah, I'm a
19 professional baker, so, and also traditional Asian dessert
20 that will go well with tea.

21 And here's where we are right now. The present
22 one is Edward Jones.

23 So, we won't change anything outside, but we
24 will change -- here's our location at the plaza. And here
25 is our flooring plan. So, we won't change anything

1 outside, but only inside.

2 We will build a kitchen in original office place
3 and the drink bar, and we only have like around eight
4 seats for indoor.

5 That's pretty much. Thank you.

6 MS. O'BRIEN: Will you do the baking inside?

7 MS. PAN GAO: Sorry?

8 MS. O'BRIEN: Will you do the baking there?

9 MS. PAN GAO: Yes. We will have all of it in
10 there, but no (inaudible), no like fried stuff.

11 CHAIRMAN LABONTE: What about outdoor seating?
12 Any outdoor seating?

13 MS. PAN GAO: No. We're pretty much an all like
14 carryout.

15 CHAIRMAN LABONTE: Okay. Cause next door
16 everyone sits outside, that's why I was wondering if you
17 have a need or is there even space for it?

18 MS. PAN GAO: I talked to the landlord. They
19 not allow us to have those.

20 CHAIRMAN LABONTE: Okay.

21 MS. PAN GAO: So we won't do any outdoor --

22 CHAIRMAN LABONTE: Okay.

23 MS. PAN GAO: -- at least for right now.

24 CHAIRMAN LABONTE: Yeah. Okay. Thank you.

25 Any other questions?

1 Okay. Thank you.

2 MS. PAN GAO: Thank you.

3 MS. MOORE: All right. Bethany Moore, City
4 Planner.

5 And this request is a conditional use permit for
6 the bubble tea shop Teasday located at 12812 Olive
7 Boulevard located within Bellerive Plaza.

8 So, here is the location of the request. It is
9 within Bellerive Plaza in the GC, General Commercial
10 District.

11 And as the applicant pointed out, it will be
12 here at the corner, which is currently Edward Jones.

13 And, actually, because they have such a small
14 amount of indoor seats, the parking stays the same as the
15 Edward Jones use.

16 But NAICS 722515, snack and nonalcoholic
17 beverage bars are conditional uses in all zoning
18 districts.

19 No exterior changes.

20 And, as the applicant mentioned, too, there
21 really isn't anywhere for them to sit outside. It's a
22 small area under the awning. There's no chairs out there
23 currently.

24 Eight indoor seats. Three employees at busiest
25 shift. And the hours of operation would be from 10 a.m.

1 to 9 p.m. every day.

2 And, again, here's the site plan. Oh, it looks
3 like my little thing moved. But it's this yellow spot
4 right here on the end.

5 And, again, the floor plan. No exterior changes
6 are proposed. And only eight seats.

7 And, again, there's plenty of parking available
8 at Bellerive Plaza currently. They have 527 existing
9 parking spaces, and because there's less than 16 seats,
10 the parking for this is still counted at four per thousand
11 square feet of floor space. So, there's currently 61
12 parking spaces surplus right now.

13 And then the conditions of approval would just
14 include the hours of operation from 10 a.m. to 9 p.m.
15 every day, as well as the maximum permitted seats to eight
16 indoor seats.

17 Any questions about the application?

18 CHAIRMAN LABONTE: No. Thank you.

19 Can open it up now if there's anyone that has a
20 public comment.

21 If not, we'll close the hearing and take our
22 exhibits.

23 MS. KARR: The City would like to introduce the
24 following records into the record: Exhibit 1 is the
25 notice documentation in possession of the City Clerk;

1 Exhibit 2 are staff reports, Planning and Zoning letters,
2 admitted excerpts of the City pertaining to this
3 application; Exhibit 3 are the documents presented by the
4 presenters and the written submittals of the applicant;
5 Exhibit 4 is the City Code of Ordinances and the Charter
6 of the City of Creve Coeur; Exhibit 5 is the City's
7 Comprehensive Plan, and Exhibit 6 is the public file
8 regarding this application.

9 (The Public Hearing was concluded at 6:28 p.m.)

1 STATE OF MISSOURI)
2) SS
3 COUNTY OF ST. LOUIS)
4

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

12
13
14 Deborah McLaughlin, RPR, MO-CCR, IL-CSR, KS-CCR
15 Deborah K. McLaughlin, RPR, MO-CCR, IL-CSR, KS-CCR
16
17
18
19
20
21
22
23
24
25

**AN ORDINANCE AMENDING SECTION 405.210, TABLE A: PERMITTED AND
CONDITIONAL USES OF THE ZONING CODE OF THE CITY OF CREVE COEUR, MISSOURI
TO ALLOW NAICS 621999 AS A CONDITIONAL USE IN THE “PO”-PLANNED OFFICE
ZONING DISTRICTS**

WHEREAS, an application by David F. Neiers, of Sandberg, Phoenix, & von Gontard PC, has submitted for a text amendment to the zoning code to amend Section 405.210, Table A, to include (NAICS 621999) All Other Miscellaneous Ambulatory Health Care Services, as a Conditional Use in the “PO” Planned Office Zoning District, and

WHEREAS, such uses are not currently allowed within the “PO” Planned Office District; and

WHEREAS, NAICS 621999 appears to be a use that is consistent with the “PO” zoning district and should be allowed as Conditional; and

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Monday, October 21, 2024, beginning at 6:00 p.m. or immediately following the close of the previous public hearing, and

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

WHEREAS, the Planning and Zoning Commission reviewed and, by a 5-0 vote, recommended approval of the text amendments, subject to the conditions contained herein, at its meeting on October 21, 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 being fully informed finds that amending the City Code of Ordinances would be in harmony with and bear a substantial relation to the public welfare, health, safety, comfort and convenience of the citizens of the City of Creve Coeur and in the public interest;

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

Section 1: The following individual line items in Section 405.210 Table A Permitted and Conditional Uses shall be amended as follows, while all other parts of Table A shall remain unchanged:

BILL NO. 6144

ORDINANCE NO. _____

Chapter 405, Table A, Permitted and Conditional Uses

P=Permitted Use; C=Conditional Use Permit Required

		ZONING DISTRICTS													
Use Code	2012 NAICS Title	A	B	C	D	AR	HE	PH	PO	RO	MX	PC	GC	CB	LI
621999	All Other Miscellaneous Ambulatory Health Care Services							P	<u>C</u>			C	C		

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

ADOPTED THIS ____ DAY OF _____, 2024.

TIMOTHY CARNEY
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2024.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE
CITY CLERK



**APPLICATION TO PLANNING AND ZONING COMMISSION
#24-028: TEXT AMENDMENT TO THE ZONING ORDINANCE TO AMEND
SECTION 405.210, TABLE “A”, TO ALLOW NAICS 621999 ALL OTHER
MISCELLANEOUS AMBULATORY HEALTH CARE SERVICES AS A
CONDITIONAL USE WITHIN THE “PO”-PLANNED OFFICE ZONING
DISTRICTS**

FOR THE MEETING OF: Monday, October 21, 2024, 6:00 P.M.

LOCATION: PO-Planned Office District

REQUEST: David F. Neiers, of Sandberg, Phoenix, & von Gontard PC, on behalf of Syed Junaid MD, has submitted a zoning ordinance text amendment application to amend Section 405.210 Table “A” to allow 621999 All Other Miscellaneous Ambulatory Health Care Services as a Conditional Use in the “PO”-Planned Office Zoning District. This use is allowed as a Conditional Use in the “GC” and “CB” districts, and a Permitted Use in the “PH zoning district. The applicant plans to seek approval of a Conditional Use permit for their clinical trials business to be located at 777 Craig Road after text amendment approval has been granted by the Planning and Zoning Commission and City Council. Text amendments require review and final approval by the City Council after two readings upon the recommendation of the Planning and Zoning Commission.

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

APPLICANT’S David F, Neiers

REPRESENTATIVE: Sandberg Phoenix & von Gontard, PC
777 Craig Road
St. Louis, MO, 63141

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

DATE: October 17, 2024

ATTACHMENTS: Draft Ordinance

Key Issues:

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

Zoning Code References

- Section 405.320 “PO” Planned Office District
- Section 405.470 Conditional Uses

BACKGROUND AND REQUEST

NAICS code 621999, All Other Miscellaneous Ambulatory Health Care Services, comprises establishments primarily engaged in providing ambulatory health care services except offices of physicians, dentists, and other health practitioners; outpatient care centers; medical and diagnostic laboratories; home health care providers; ambulances; and blood and organ banks. This use is allowed as a Conditional use in the “GC” General Commercial and “CB” Core Business zoning districts and a permitted use in the “PH” Planned Hospital zoning district.

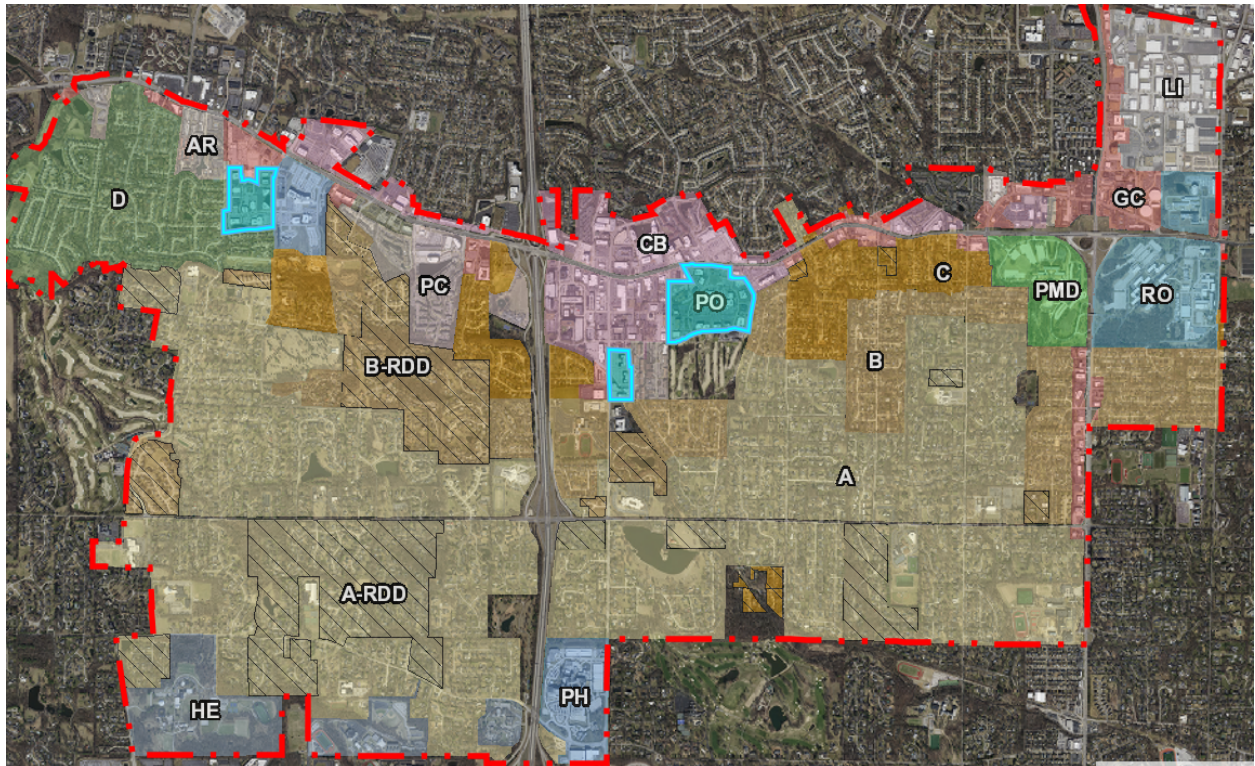


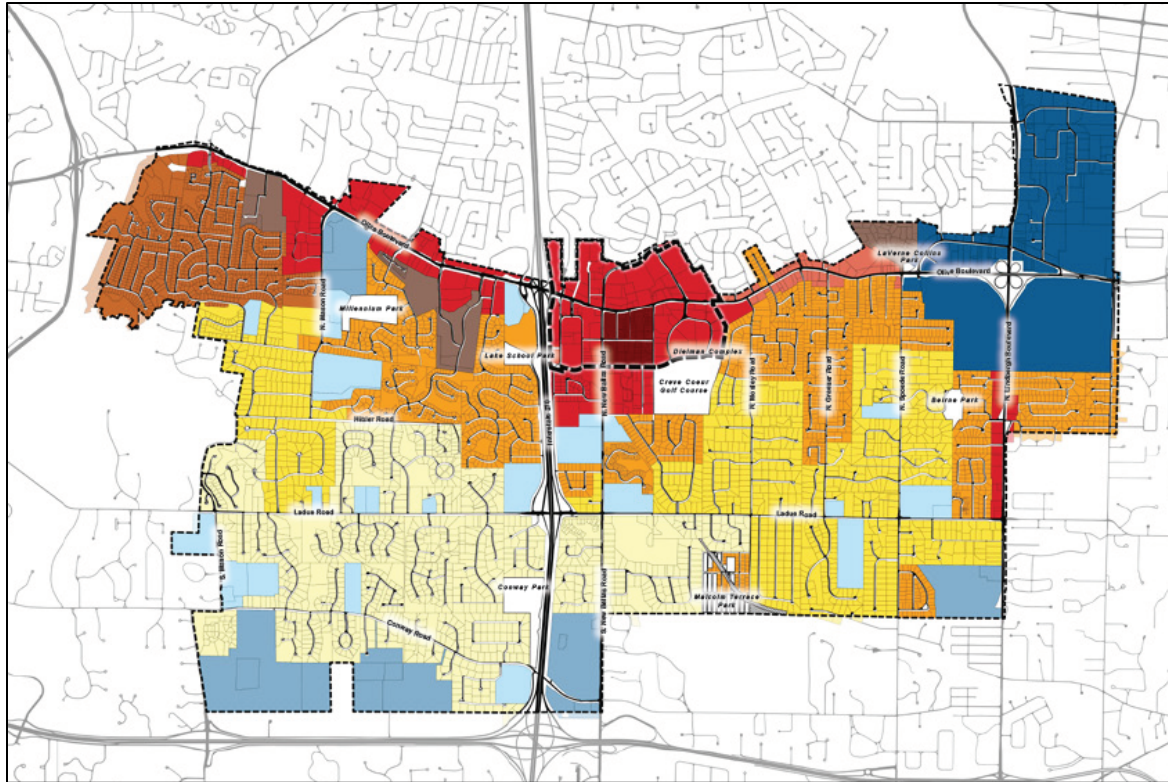
Figure 1: Zoning Map showing PO-Planned Office District properties highlighted in light yellow.

The Applicant’s representative, David F. Neiers, is representing Arch Clinical Trials St. Louis, who plans to operate an overnight drug study at 777 Craig Road in the “PO”-Planned Office zoning district. The patients will be ambulatory, capable of waling on their own, and the overnight stays will generally not last much past 24 hours. Due to a post pandemic shift in work environments, staff have noticed an increase in vacancies in the “PO”-Planned Office districts and more inquiries for business licenses in this district for uses that are not currently allowed there as landlords try to fill their empty space.

COMPREHENSIVE PLAN REVIEW

Properties zoned “PO” Planned Office District fall within the Mixed-Use Place Type District as identified in the *Creve Coeur 2030 Comprehensive Plan* and discussed on pages 82-87. Community Place Types represent the geographic framework for the plan to guide the appropriate physical development within specific areas of the City (p.54).

The Mixed-Use District supports the development of a variety of medium-density commercial, retail, office, dining, community services, and multi-family residential on large development sites with centralized parking lots. It is a regionally-recognized commercial corridor that provides access to retail and service businesses for the “day-to-day” use of Creve Coeur’s residents and workers. The current proposal is considered a service business use and, as such, is supported by the Comprehensive Plan recommendations within the Mixed-Use Place Type.



4.1. COMMUNITY PLACE TYPE DISTRICTS

- I - Countryside Estate (CR)
- II - Estate Neighborhood 2 (ER-2)
- III - Estate Neighborhood 1 (ER-1)
- IV - Suburban Neighborhood 2 (SR-2)
- V - Suburban Multi-Family Neighborhood 1 (SR-1)
- VI - Civic (CV)
- VII - Campus (CP)
- VIII - Neighborhood Commercial District (NC)
- IX - Mixed-Use District (MU)
- IX.A - Central Business District (CBD)
- X - Community Center District (CC)
- XI - Mixed-Use Innovation Campus District (MUIC)

Figure 2: Community Place Type Districts map, Creve Coeur 2030 comprehensive plan.

ZONING REVIEW

This use is allowed as a Conditional use in the “GC” General Commercial and “CB” Core Business zoning districts and a permitted use in the “PH” Planned Hospital zoning district. The PO district is intended to provide, by site development plan approval, for the construction of planned developments comprised of office uses and appropriate accessory retail uses and services. The use does not appear to be incongruous with the stated intent of these districts as the use would be allowed as a Conditional Use subject to Planning and Zoning Commission and City Council review. The market changes and needs for less office spaces provides significant vacancies in the “PO” Planned Office district which is designed to accommodate them and increasing the allowed uses in this district will help to fill the void growing since the pandemic.

If approved, Table A (permitted and conditional uses) would be revised as follows:

		ZONING DISTRICTS													
Use Code	2012 NAICS Title	A	B	C	D	AR	HE	PH	PO	RO	MX	PC	GC	CB	LI
621999	All Other Miscellaneous Ambulatory Health Care Services							P	<u>C</u>			C	C		

CONCLUSION AND ACTION

The proposed use, All Other Miscellaneous Ambulatory Health Care Services, would not negatively impact the surrounding uses in the “PO” zoning district if it were to be added as a Conditional Use subject to Planning and Zoning Commission review and City Council approval. Further, the conditional use permit process allows for the review of individual uses proposed within the district to determine that these uses will be compatible with adjacent uses.

MOTION

If the Planning and Zoning Commission believes the proposed change to Table A to allow NAICS 621999 All Other Miscellaneous Ambulatory Health Care Services as a Conditional use in the “PO”-Planned Office District is appropriate, the following would be a suitable motion for this application:

“I move to recommend approval of the text amendment to amend Table A to allow NAICS 621999 All Other Miscellaneous Ambulatory Health Care Services as a Conditional Use in the “PO” Planned Office Zoning District as described in the attached draft ordinance as part of Application 24-028 at the meeting of October 21, 2024.”

APPENDIX 1: COMPREHENSIVE PLAN

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

APPENDIX 2: ZONING CODE

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



city
of

CREVE COEUR

File # _____

300 North New Ballas Road • Creve Coeur, Missouri 63141
(314) 872-2500/872-2501 • Fax (314) 872-2505 • Relay MO 1-800-735-2966
www.creve-coeur.org

TEXT AMENDMENT APPLICATION

PLEASE COMPLETE FRONT AND BACK PAGES

<i>Applicant:</i>	<i>Applicant's Representative (if applicable):</i>
Junaid, Syed, M.D. <i>Name</i>	David F. Neiers <i>Name</i>
Arch Clinical Trial <i>Company (If Applicable)</i>	Sandberg Phoenix & von Gontard, PC <i>Company (If Applicable)</i>
777 Craig Road <i>Address</i>	120 S. Central Ave., Suite 1600 <i>Address</i>
St. Louis, MO 63141 <i>Address</i>	Clayton, MO 63105 <i>Address</i>
Telephone # 314-282-3521	Telephone # 314-425-4950
Fax # _____	Fax # _____
Email: drsyed@archclinicaltrials.com	Email: dneiers@sandbergphoenix.com

Applicant's Status (Indicate one):

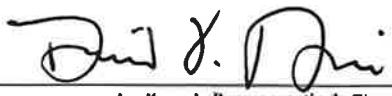
- ☐ City Official (Mayor, City Councilor, Planning Commissioner, Zoning Administrator)
☒ Private Party (Financial, contractual, or proprietary interest)
☐ Other Governmental Interest (Jurisdiction: _____)

The undersigned hereby requests to be placed on the Agenda for the Planning and Zoning Commission meeting at 6:30 P.M. on Monday, October 21, 2024.


Applicant's Signature

06 SEP 2024

Date


Applicant's Representative's Signature

9/6/2024

Date

Description of Request (attach additional sheets as needed): Applicant desires to amend to current conditional use for applicant's PO-Planned Office District Zoning to allow for overnight drug studies, falling under NAICS Code 621999 (Clinical Trials). The patients will be ambulatory and the number of hours a patient may remain at the clinic may exceed 24 hour.

Specifically, applicant desires to amend Table to allow NAICS 621999 as a Conditional Use in the PO Zoning District.

Affected Section(s) of the Zoning or Subdivision Code: NAIC Code 621999

Proposed Ordinance Language (attach additional sheets as needed): Applicant desires to amend Table A to allow NAICS Code 621999 as a Conditional Use in the PO Zoning District.

Office Use Only	
_____ Proposed Ordinance Language	Received By: _____
_____ Fees Paid	_____
_____ Written Justification	Date: _____

1 PLANNING AND ZONING COMMISSION MEETING

2 CITY OF CREVE COEUR, MISSOURI

3 300 NORTH NEW BALLAS ROAD

4 MONDAY, OCTOBER 21, 2024

5 6:00 P.M.

6
7 PUBLIC HEARING

8 APPLICATION NO. 24-028

9
10 THOSE IN ATTENDANCE:

11 Ms. Julie LaBonte, Chair

12 Mr. AJ Wang

13 Ms. Rhonda O'Brien

14 Mr. Thomas Buelter

15 Ms. Marjorie Richter

16 Mr. Stephan Tomlinson

17 Ms. Stephanie Karr, City Attorney

18 Mr. Jason Jaggi, Director of Community Development

19 Ms. Bethany L. Moore, City Planner

20 Ms. Christine Schuermann, Recording Secretary

21
22 McLaughlin Court Reporting Services, Inc.

23 Deborah K. McLaughlin, RPR, MO-CCR #314, IL-CSR, KS-CCR

24 4772 Gatesbury Drive

25 St. Louis, MO 63128

(314) 974-1199

1 CHAIRMAN LABONTE: Okay. Our next item is
2 Public Hearing Application 24-028 text -- no wait,
3 sorry -- yes, Text Amendment to the Zoning Ordinance to
4 Amend Section 405.210, Table A, to allow NAICS 621999, All
5 Other Miscellaneous Ambulatory Health Care Services as a
6 Conditional Use Within The PO, Planned Office Zoning
7 Districts.

8 If anyone speaking could please come forward and
9 be sworn in.

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

12 CHAIRMAN LABONTE: Thank you.

13 If you could please state your name and address.

14 MS. MADISON SILVEY: Good evening. I'm Madison
15 Silvey, 120 South Central Avenue, Suite 1600, the Sandberg
16 Phoenix.

17 We're here on behalf of Dr. Syed and the Arch
18 Clinical Trials located at 777 Craig Road for the text
19 amendment to allow NAICS 621999 as a conditional use
20 within the Planned Office Zoning District.

21 All right. So, Dr. Syed, through Burch Real
22 Estate, LLC is the owner of that property, the 777 Craig
23 Road property.

24 Arch Clinical Trials practice is there. They're
25 focused on clinical research studies focusing on

1 Alzheimer's and dementia, bipolar disorder, borderline
2 personality disorder, depression and (inaudible)
3 postpartum and schizophrenia.

4 The surrounding area is used for General
5 Commercial and Core Business, which (inaudible) the
6 conditional use requested here.

7 As stated, that's the request is to amend that
8 section of Table A.

9 Purpose of the request is to allow overnight
10 clinical trials, specifically medical drug studies with a
11 focus on neuroscience, those areas that were already
12 referenced before.

13 And then specifics on patients. They will be
14 ambulatory, approximately four to five at each time, each
15 will have their own room.

16 And that is pretty much it.

17 CHAIRMAN LABONTE: Anyone have questions? No.
18 Okay. Thank you.

19 MS. MADISON SILVEY: Thank you.

20 MS. MOORE: Bethany Moore, City Planner.

21 So, this request is for a text amendment to the
22 Zoning Ordinance to amend Table A to allow this use, NAICS
23 621999, all other miscellaneous ambulatory health care
24 services as a conditional use within the PO Zoning
25 District.

1 So, currently this use is not allowed in PO, and
2 so the applicant would like to amend the Zoning Code to
3 allow for this use here, so that then they could apply for
4 a conditional use permit for their use.

5 Our PO Zoning District is Planned Office, and so
6 it's usually -- it's designed for office space. But
7 with -- since the COVID Pandemic, we have seen a decrease
8 in the need for office space. And one of our areas that's
9 been hit hard is our PO Zoning District. So we do have a
10 lot of vacancies. And I see a lot of the requests for
11 business licenses and uses that are not allowed there
12 because they're just not something that's usually allowed
13 in a Planned Office District.

14 So, we have, within the past year, I believe,
15 we've made at least one, maybe two amendments to our PO,
16 Planned Office Zoning District, to allow for additional
17 uses in order to fill up some of that space.

18 And this is just another example of that.

19 This would be to allow this use as a conditional
20 use, so it still comes before the Planning and Zoning
21 Commission for review. But, again, it just allows for
22 more uses in that -- that PO District.

23 So, it's for all other miscellaneous ambulatory
24 health care services, so that means that the patients can
25 walk themselves. So it's not as an intense of a use such

1 as a hospital use where this use is also allowed, but it's
2 still a use that would be -- that would still be
3 compatible with the surrounding areas because they'll be
4 staying overnight, but we're not talking like really long
5 stays, but over 24 hours.

6 And, again, the applicant would be applying for
7 this use at 777 Craig Road for Arch Clinical Trials if
8 this were to be approved.

9 And, so, then the change that would be made to
10 the Zoning Code is really just this.

11 We would add this use as a conditional use
12 allowed in PO on Table A. There would be no other changes
13 to the Zoning Code. No text amendment aside from the
14 change to Table A.

15 And then this is just a map -- the zoning map of
16 the City, so you can see where our PO uses are.

17 So, we have our big chunk over here by the golf
18 course and by the Starbucks. And then we have a smaller
19 section here and then a larger section over here closer to
20 Bellerive Plaza.

21 Any questions about this text amendment?

22 CHAIRMAN LABONTE: I'm good. Good.

23 Okay. I'll open it up if anyone has any public
24 comment at this time.

25 If not, we'll close the Public Hearing and.

1 MS. KARR: The City would like to introduce the
2 following exhibits into the record: Exhibit 1 is the
3 notice documentation in possession of the City Clerk;
4 Exhibit 2 are the staff reports, the -- the Planning and
5 Zoning letters and any minute excerpts pertaining to this
6 application; Exhibit 3 are the documents presented by the
7 applicant including all written submittals; Exhibit 4 is
8 the City Code of Ordinances and the Charter of the City of
9 Creve Coeur; Exhibit 5 is the City's Comprehensive Plan,
10 and Exhibit 6 is the public file regarding this
11 application.

12 (The Public Hearing was concluded at 6:35 p.m.)
13
14
15
16
17
18
19
20
21
22
23
24
25

1 STATE OF MISSOURI)
2) SS
3 COUNTY OF ST. LOUIS)
4

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

12
13
14 Deborah McLaughlin, RPR, MO-CCR, IL-CSR, KS-CCR
15 Deborah K. McLaughlin, RPR, MO-CCR, IL-CSR, KS-CCR
16
17
18
19
20
21
22
23
24
25

AN ORDINANCE AMENDING SECTIONS 405.460B and 355.150 OF THE CITY ZONING CODE REGARDING PARKING AS AN ACCESSORY USE.

WHEREAS, an application was submitted by the Director of Community Development for text amendments to Section 405.460B of the City's Zoning Ordinance to make zoning regulations concerning parking as accessory use consistent with City traffic regulations; and

WHEREAS, corresponding changes to Section 355.150 are required in conjunction with such amendments; and

WHEREAS, the Planning and Zoning Commission of the City of Creve Coeur, Missouri has recognized the need for such changes to the Zoning Code; and

WHEREAS, the Planning and Zoning Commission of the City of Creve Coeur, Missouri, held a public hearing thereon at the Creve Coeur Government Center on October 28, 2024, 2024; and

WHEREAS, the Planning and Zoning Commission reviewed and, by a vote of 6-0 recommended approval of the subject Zoning Code amendments at its meeting on October 21, 2024, and

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

WHEREAS, 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 the Bill was read by title in open meeting two times before final passage by the City Council; and

WHEREAS, the City Council being fully informed finds that amending the City Code of Ordinances as provided herein would be in harmony with and bear a substantial relation to the public welfare, health, safety, comfort and convenience of the citizens of the City of Creve Coeur and in the public interest;

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

Section 1. Subsections 1, 2 and 3 of Section 405.460B are hereby amended to read as follows:

1. In residential districts, private parking of licensed passenger vehicles, including private garages or carports.
2. In nonresidential districts, off-street parking for licensed passenger vehicles, including garages, and loading spaces as required by Article VII and any additional off-street parking or loading spaces which are devoted exclusively to the principal use or activity subject to other limitations and regulations of this Chapter.

3. In all districts, private parking or storage of major recreational equipment or commercial vehicles in accordance with Section 355.150 of the Code,

Section 2. Section 355.150 is amended to read as follows:

A. Private parking or storage of major recreational equipment or commercial vehicles other than licensed passenger vehicles in any residential zoning district shall take place only in a garage, carport or rear yard in a manner that screens the vehicle or equipment from view at normal eye level from any street or adjacent private property further, provided, that any such parking or storage shall not encroach upon the required off-street parking for passenger vehicles. Boats, not exceeding seven (7) feet in height or twenty-five (25) feet in length, may be stored on a private driveway, located behind the front building line, within a recorded residential subdivision with a residential lake not less than twenty (20) acres in size. No vehicle with a gross vehicle weight of twelve thousand (12,000) pounds or more or any truck, van or trailer used for commercial purposes or in excess of twenty (20) feet in length or seven (7) feet in height shall park overnight within any residential area within the City, unless the owner thereof has secured a temporary permit (not to exceed thirty (30) days) which shall be issued by the Chief of Police after he/she determines whether such parking will:

1.

Substantially interfere with the protection of property on which the vehicle is parking with relation to fire and police protection;

2.

Substantially interfere with the appearance and utilization of adjacent properties.

B.

If the findings of the Chief of Police should be negative as to all of the criteria referred to in Subsections **(A)(1)** and **(2)** above, then the application for such temporary permit shall be granted; if the findings of the Chief of Police are affirmative as to any criterion in Subsection **(A)**, then the temporary permit shall be denied.

C.

No vehicle, truck, van, commercial vehicle or trailer or any recreational vehicle or recreational equipment shall park overnight within the City limits in a commercially or industrially zoned area unless the vehicle is engaged in business at that location. No business or individual shall allow or permit a truck, commercial vehicle or trailer described in this Section not so engaged in business at that location or shall allow a recreational vehicle to park on property owned or controlled by such person.

D.

The provisions of this Section shall not apply to any motor vehicle dealer duly licensed as such to do business in this City.

E.

BILL NO. 6145

ORDINANCE NO.

Notwithstanding any otherwise applicable parking restriction, boats, recreational vehicles and recreational equipment may be temporarily parked on a paved surface of a residential property, provided that such temporary parking does not occur during any portion of more than three (3) days in any two (2) consecutive calendar weeks. Such temporary parking shall not constitute a regulated accessory use (either permitted or prohibited) under the zoning ordinance.

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

BILL NO. 6145

ORDINANCE NO. _____



APPLICATION TO PLANNING AND ZONING COMMISSION
#24-026: TEXT AMENDMENT TO AMEND SECTION 405.460.B OF THE
ZONING CODE AND SECTION 355.150 OF THE CITY'S CODE OF
ORDINANCES PERTAINING TO ACCESSORY PARKING OF COMMERCIAL
VEHICLES

FOR THE MEETING OF: Monday, October 21, 2024

LOCATION: All zoning districts, as further described in the amendments

REQUEST: Jason Jaggi, Director of Community Development, of the City of Creve Coeur has submitted a text amendment application to consolidate into one section and remove duplicative and conflicting requirements for accessory parking of commercial vehicles as found in Sections 405.460.B and 355.150 of the City's code of ordinances. The regulations require commercial vehicles or major recreational equipment that are parked or stored overnight to be located in a garage, carport, or rear yard that is screened from view.

ADDITIONAL INFORMATION: Text Amendments to the Zoning Ordinance are reviewed and approved at the City Council based upon the recommendation of the Planning and Zoning Commission.

APPLICANT: Jason Jaggi
Director of Community
Development
300 North New Ballas Road
St. Louis, MO, 63141

Key Issues:

- Are the changes consistent with the purposes of the Zoning Code?
- Are the changes consistent with the goals of the Comprehensive Plan?

Comp. Plan References

- Residential Neighborhoods

Zoning Code References

- Section 405.460 Accessory Uses and Structures

REPORT PREPARED BY: Jason Jaggi, AICP, Director of Community
Development

DATE: 10-16-2024

ATTACHMENTS: Draft Ordinance

BACKGROUND

The city's code of ordinances regulates the parking of vehicles in commercial and residential districts. Section 405.460 of the zoning code regulates parking as an accessory use. The zoning code allows for the private parking of major recreational equipment or commercial vehicles in any residential district not exceeding 7-feet in height or 20-feet in length. The parking of these vehicles/equipment as limited above must be within an enclosed garage or carport that screens the equipment from view from any street or adjacent property. The code also allows parking of these vehicles/equipment in the rear yard (not within a garage or carport) as long as they cannot be viewed from the street or adjacent property.

Section 355.150 also regulates the parking of vehicles as part of the traffic code. This code section prohibits the parking of any vehicle with a gross vehicle weight of 12,000 pounds or more or any truck, van or trailer used for commercial purposes or in excess of 20-feet in length or 7-feet in height to park overnight within any residential area unless it is parked within a garage or a temporary permit is issued by the Police Department.

The two ordinances regulate the same subject matter but have different requirements, creating confusion as to which section to enforce.

REQUESTED AMENDMENTS

The requested amendments can be found in the attached redlined document. The amendments to the zoning code, Section 405.460, will reference the requirements in Section 355.150. Section 355.150 would continue to require major recreational equipment and commercial vehicles other than licensed passenger vehicles, to be screened from view from the street or adjacent properties located in a garage, carport or rear yard. The size of these commercial vehicles would be limited to a vehicle weighing 12,000 pounds with a maximum length of 20-feet or 7-feet in height, regardless of where they are parked. Temporary parking of oversized vehicles would only be permitted with approval of a temporary permit by the Police Department. The suggested amendments also include minor clarification edits.

COMPREHENSIVE PLAN

The Comprehensive Plan, *Creve Coeur 2030*, lists Residential Development and Preservation as one of seven objectives (p. 46). With respect to the Residential Neighborhood recommendations, the plan's recommendations have been developed to protect the physical characteristics of residential neighborhoods which represent over two-thirds of the land area of Creve Coeur.

These proposed amendments involve removing duplicative regulations from the city code and consolidating them into one section. With that being the case, these regulations directly relate to the goals of the comprehensive plan to protect the physical character of residential neighborhoods.

DISCUSSION AND STAFF ANALYSIS

The proposed amendments keep the existing requirements in place for parking and storage of commercial vehicles and major recreational equipment to maintain the character of neighborhoods. These regulations restrict the size and their placement on the property.

CONCLUSION AND ACTION

If the Commission members believe the proposed amendments are appropriate, and that they sufficiently regulate the needs for parking of non-passenger commercial vehicles and are in keeping with the guidance of the Comprehensive Plan, a vote to recommend approval to the City Council of the draft text amendments would be appropriate.

MOTION

The following is an example of a motion for this application:

“I move to recommend approval to the City Council of the draft text amendment ordinance for revisions to Section 405.460.B and corresponding amendments to Section 355.150 regarding parking of commercial vehicles as an accessory use as prepared for the October 21, 2024 meeting” (conditions may be added, eliminated, or modified by preceding motion).

APPENDIX 1: COMPREHENSIVE PLAN

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

APPENDIX 2: ZONING CODE

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

AN ORDINANCE AMENDING SECTION 405.460B OF THE CITY ZONING CODE REGARDING PARKING AS AN ACCESSORY USE.

WHEREAS, an application was submitted by the Director of Community Development for text amendments to Section 405.460B of the City's Zoning Ordinance to make zoning regulations concerning parking as accessory use consistent with City traffic regulations; and

WHEREAS, corresponding changes to Section 355.150 are required in conjunction with such amendments; and

WHEREAS, the Planning and Zoning Commission of the City of Creve Coeur, Missouri has recognized the need for such changes to the Zoning Code; and

WHEREAS, the Planning and Zoning Commission of the City of Creve Coeur, Missouri, held a public hearing thereon at the Creve Coeur Government Center on _____, 2024; and

WHEREAS, the Planning and Zoning Commission reviewed and, by a vote of ____ recommended approval of the subject Zoning Code amendments at its meeting on _____, 2024, and

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

WHEREAS, 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 the Bill was read by title in open meeting two times before final passage by the City Council; and

WHEREAS, the City Council being fully informed finds that amending the City Code of Ordinances as provided herein would be in harmony with and bear a substantial relation to the public welfare, health, safety, comfort and convenience of the citizens of the City of Creve Coeur and in the public interest;

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

Section 1. Subsections 1, 2 and 3 of Section 405.460B are hereby amended to read as follows:

1. In residential districts, private parking of licensed passenger vehicles, including pPrivate garages or carports.

2. In nonresidential districts, Ooff-street parking for licensed passengerpermitted motor vehicles, including garages, and loading spaces as required by Article VII and any additional off-street parking or loading spaces which are devoted exclusively to the principal use or activity subject to other limitations and regulations of this Chapter.

3. ~~In all districts, p~~Private parking or storage of major recreational equipment or commercial vehicles ~~in accordance with Section 355.150 of the Code, not exceeding seven (7) feet in height or twenty (20) feet in length, in any residential zoning district, provided such parking or storage takes place in a garage or carport in a manner that screens the vehicle or equipment from view at normal eye level from any street or adjacent private property; or provided such parking or storage takes place in a rear yard in a manner that screens the vehicle or equipment from view at normal eye level from any street or adjacent private property; further, provided, that any such parking or storage does not encroach upon the required off-street parking for standard passenger vehicles. Boats, not exceeding seven (7) feet in height or twenty-five (25) feet in length, may be stored on a private driveway, located behind the front building line, within a recorded residential subdivision with a residential lake not less than twenty (20) acres in size.~~

Section 2. Section 355.150 is amended to read as follows:

A. Private parking or storage of major recreational equipment or commercial vehicles other than licensed passenger vehicles not exceeding seven (7) feet in height or twenty (20) feet in length, in any residential zoning district, provided such parking or storage shall takes place only in a garage, or carport or rear yard in a manner that screens the vehicle or equipment from view at normal eye level from any street or adjacent private property; or provided such parking or storage takes place in a rear yard in a manner that screens the vehicle or equipment from view at normal eye level from any street or adjacent private property; further, provided, that any such parking or storage shalldoes not encroach upon the required off-street parking for standard passenger vehicles. Boats, not exceeding seven (7) feet in height or twenty-five (25) feet in length, may be stored on a private driveway, located behind the front building line, within a recorded residential subdivision with a residential lake not less than twenty (20) acres in size.

No vehicle with a gross vehicle weight of twelve thousand (12,000) pounds or more or any truck, van or trailer used for commercial purposes or in excess of twenty (20) feet in length or seven (7) feet in height shall park overnight within any residential area within the City, unless ~~the vehicle is parked within an enclosed garage or~~ the owner thereof has secured a temporary permit (not to exceed thirty (30) days) which shall be issued by the Chief of Police after he/she determines whether such parking will:

1.

Substantially interfere with the protection of property on which the vehicle is parking with relation to fire and police protection;

2.

Substantially interfere with the appearance and utilization of adjacent properties.

BILL NO. _____

ORDINANCE NO. _____

B.

If the findings of the Chief of Police should be negative as to all of the criteria referred to in Subsections (A)(1) and (2) above, then the application for such temporary permit shall be granted; if the findings of the Chief of Police are affirmative as to any criterion in Subsection (A), then the temporary permit shall be denied.

C.

No vehicle, truck, van, commercial vehicle or trailer ~~as described above~~ or any recreational vehicle or recreational equipment shall park overnight within the City limits in a commercially or industrially zoned area unless the vehicle is engaged in business at that location. No business or individual shall allow or permit a truck, commercial vehicle or trailer described in this Section not so engaged in business at that location or shall allow a recreational vehicle to park on property owned or controlled by such person.

D.

The provisions of this Section shall not apply ~~to any boats, recreational vehicles or recreational equipment parked in any residential subdivision in compliance with Section 405.460(B)(3) of this Code, nor~~ to any motor vehicle dealer duly licensed as such to do business in this City.

E.

Notwithstanding any otherwise applicable parking restriction, boats, recreational vehicles and recreational equipment may be temporarily parked on a paved surface of a residential property, provided that such temporary parking does not occur during any portion of more than three (3) days in any two (2) consecutive calendar weeks. Such temporary parking shall not constitute a regulated accessory use (either permitted or prohibited) under the zoning ordinance.

Section 3.

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:

BILL NO. _____

ORDINANCE NO. _____

KELLIE HENKE
CITY CLERK



city
of

CREVE COEUR

File # _____

300 North New Ballas Road • Creve Coeur, Missouri 63141
(314) 872-2500/872-2501 • Fax (314) 872-2505 • Relay MO 1-800-735-2966
www.creve-coeur.org

TEXT AMENDMENT APPLICATION

PLEASE COMPLETE FRONT AND BACK PAGES

Applicant:	Applicant's Representative (if applicable):
Jason Jaggi, Director of Community Development	
<i>Name</i>	<i>Name</i>
City of Creve Coeur	
<i>Company (If Applicable)</i>	<i>Company (If Applicable)</i>
300 North New Ballas Rd	
<i>Address</i>	<i>Address</i>
Creve Coeur MO 63141	
<i>Address</i>	<i>Address</i>
Telephone # 314-872-2504	Telephone # _____
Fax # _____	Fax # _____
Email: jjaggi@crevecoeurmo.gov	Email: _____

Applicant's Status (Indicate one):

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

The undersigned hereby requests to be placed on the Agenda for the Planning and Zoning Commission meeting at 6:30 P.M. on Monday, October 21, 2024.

Jason W. Jaggi

Digitally signed by Jason W. Jaggi
Date: 2024.09.19 15:06:31 -05'00'

Applicant's Signature

Applicant's Representative's Signature

October 21

Date

Date

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

Amend zoning regulations regarding parking of commercial vehicles in residential zoning districts consistent with City traffic regulations.

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

405.460.B.

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

See attached

Office Use Only

____ **Proposed Ordinance Language**

Received By:

____ **Fees Paid**

____ **Written Justification**

Date:_____

1 PLANNING AND ZONING COMMISSION MEETING

2 CITY OF CREVE COEUR, MISSOURI

3 300 NORTH NEW BALLAS ROAD

4 MONDAY, OCTOBER 21, 2024

5 6:00 P.M.

6
7 PUBLIC HEARING

8 APPLICATION NO. 24-026

9
10 THOSE IN ATTENDANCE:

11 Ms. Julie LaBonte, Chair

12 Mr. AJ Wang

13 Ms. Rhonda O'Brien

14 Mr. Thomas Buelter

15 Ms. Marjorie Richter

16 Mr. Stephan Tomlinson

17 Ms. Stephanie Karr, City Attorney

18 Mr. Jason Jaggi, Director of Community Development

19 Ms. Bethany L. Moore, City Planner

20 Ms. Christine Schuermann, Recording Secretary

21
22 McLaughlin Court Reporting Services, Inc.

23 Deborah K. McLaughlin, RPR, MO-CCR #314, IL-CSR, KS-CCR

24 4772 Gatesbury Drive

25 St. Louis, MO 63128

(314) 974-1199

1 CHAIRMAN LABONTE: Okay. Our last Public
2 Hearing of the evening is for Application 24-026: Text
3 Amendment To Amend Section 405.460.B of the Zoning Code
4 And Section 355.150 of the City's Code of Ordinances
5 Pertaining to Accessory Parking of Commercial Vehicles.

6 If you could please stand and be sworn in.

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

9 CHAIRMAN LABONTE: Thank you.

10 MR. JAGGI: Good evening. Jason Jaggi, Director
11 of Community Development, City of Creve Coeur.

12 So, this is another text amendment. This time
13 related to the Zoning Ordinance Section 405.460.B, as well
14 as a zoning ordinance -- actually, an ordinance section
15 that is not within the Zoning Ordinance, which you
16 normally don't look at or review, but in this case,
17 we're -- we're making changes to effect this, so we've got
18 to present the whole picture to you, so it's 355.150 of
19 the ordinances.

20 And these all pertain to the parking of
21 commercial vehicles. And we're really interested in how
22 that -- what's allowed in Residential Districts.

23 So, existing Zoning Ordinance Section 405.460
24 regulates parking as an accessory use.

25 So, these are -- these are the requirements here

1 that are in that section of the ordinance. So it allows
2 for private parking of major recreational equipment. And
3 that is a term, I believe, that is defined in our Zoning
4 Ordinance, or commercial vehicles in Residential
5 Districts. However, they cannot exceed 7 feet in height
6 or 20 feet in length, as well as they must be parked or
7 stored in a garage, carport or rear yard that screens from
8 view at normal eye level from any adjacent property or the
9 street.

10 So, it has to meet all of those requirements.

11 If it does, then you can park those vehicles or
12 recreational equipment on a Single-Family residentially
13 zoned property.

14 And -- it also has requirements for, you know,
15 these have to be addition to any off-street parking
16 requirements for normal, you know, passenger vehicles, not
17 related to commercial usage vehicles. So we have not seen
18 any problems with that requirement, but that is a
19 component of the Ordinance.

20 So, we do -- like I said, we do define major
21 recreational equipment in the Zoning Ordinance. You can
22 see here that equipment includes travel trailers, pickup
23 campers or coaches and motorized campers, tents, trailers
24 boats, boat trailers and the like. Anything, really,
25 related to transporting recreational equipment, and it can

1 be occupied or -- or not, so.

2 And then we also have Section 355.150, which is
3 in our Traffic Code outside of the Zoning Ordinance. And
4 it also has some regulations related to parking of
5 commercial vehicles and equipment.

6 And, so, in that case, that section of the code
7 says allows private parking overnight of any truck, banner
8 trailer used for commercial purposes in Residential
9 Districts, however, again, it repeats the you can't be
10 more than 7 feet in height, 20 feet in length, and then it
11 adds, it also cannot weigh more than 12,000 gross vehicle
12 weight or 12,000 pounds of the vehicle. So, it adds that
13 to it. So, it's a little bit different.

14 And then it says that parking or storage takes
15 place in an enclosed garage. So, it does not allow any
16 other, you know, carport or the rear yard, as long as
17 nobody can see it, those types of things. It's -- it's,
18 as you can see, it's a little different, but it's kind of
19 similar.

20 It also has a provision that the police
21 department, if -- if these standards are not met, they can
22 actually -- a homeowner can apply to the police department
23 and get a temporary permit, you know, if there's an
24 unusual case or something, or it's just going to be a
25 temporary situation, the police department can issue a

1 permit for that.

2 And I know the experience I've had with this is
3 during COVID, I believe we had a physician that was
4 staying in an RV because they didn't want to go inside
5 their home and infect their family. This provision of the
6 ordinance was used to allow that RV to stay out front.

7 So, it doesn't -- I don't think the police
8 department uses that a whole lot, but there is that
9 provision.

10 So, as you can see, we have two separate
11 ordinances. It becomes a little bit of -- of confusion --
12 confusing situation, well, which one do we enforce and who
13 does what.

14 I believe the police department uses the -- the
15 355.150, it's a traffic code, that's police, that's
16 normally where they go.

17 So, what we thought was we should really have
18 just one standard and apply it everywhere. So, that's
19 what we've done. And we've consolidated these
20 requirements into one section, still using 305.155 to help
21 out the police department, cause that's what they're used
22 to.

23 But then our Section in the Zoning Code,
24 405.460.B, would now cross-reference that. So that's what
25 we're looking at in terms of ordinance structure here.

1 And we also have amended 305.155. And what
2 we're doing is we're kind of combining all these
3 requirements, you know, little pieces that are in both,
4 we're going to put -- we're putting them all into one
5 spot.

6 So, we're continuing to limit the parking or
7 storage of commercial vehicles except passenger cars,
8 trailers, vans, major recreational equipment, again, the
9 7 feet in length, 20 feet in -- I'm sorry, reverse that --
10 20 feet in length, 7 feet in height, 12,000 pound
11 requirement is still there.

12 You can park in a garage, carport or rear yard,
13 but, again, it must be screened from view from the ground
14 floor or eye level of adjacent property or the street.

15 And then that option for the police department
16 to issue a temporary permit is still in.

17 And I think we also proposed some other
18 clarification, kind of cleanup language in there as well,
19 but it's -- it's very minor.

20 So, that's -- that's our intent here with the
21 ordinance, is really to clarify, clean it up, have one
22 place to go for the allowances of what you can park on a
23 residential lot in the city.

24 So, be happy to answer any questions, or if I
25 can clarify anything, be happy to do so.

1 MR. RICHTER: I want to see the garage that the
2 20-foot tall truck fits in.

3 MR. JAGGI: Right. 7 feet. I'll correct that
4 again, 7 feet.

5 MR. BUELTER: Just for my edification, how many
6 times -- or did you happen to ask how many times the
7 police actually have to pull this out?

8 MR. JAGGI: You know, it's come up, I think
9 one other, maybe twice.

10 And I think Julie has -- I know you're dealing
11 with an issue in your neighborhood where this has come up,
12 and, in fact, I think you actually brought this to our
13 attention --

14 CHAIRMAN LABONTE: Yeah.

15 MR. JAGGI: -- what is the City's requirements
16 for this.

17 And so I went immediately to the Zoning
18 Ordinance, cause I knew we had something in there. And
19 then I found, oh, I did a code search, and we actually
20 have another section.

21 MR. BUELTER: Okay.

22 MR. JAGGI: So that -- that's what brought it to
23 my attention.

24 I know the Council, it's been several years now,
25 but they have looked at this requirement because there

1 have been some time where, you know, somebody brings home
2 their work truck, and, you know, there are some folks that
3 don't like the appearance of that, so we ended up leaving
4 it alone and it wasn't modified at that time.

5 So, this doesn't really propose any changes to
6 how we're regulating these, it just really clarifies and
7 puts it in one place.

8 MR. BUELTER: I was just trying to figure out
9 how often --

10 MR. JAGGI: Yeah.

11 MR. BUELTER: -- it reared its ugly head.

12 CHAIRMAN LABONTE: It's rearing every day in our
13 neighborhood.

14 MR. JAGGI: Yeah, I know, Julie, you've got a
15 couple issues you're dealing with --

16 CHAIRMAN LABONTE: Yeah.

17 MR. JAGGI: -- in your neighborhood. Yeah.

18 CHAIRMAN LABONTE: So there was, though, I guess
19 I'm a little interested because there is, and I don't know
20 if I know the address, but --

21 MR. JAGGI: Uh-huh.

22 CHAIRMAN LABONTE: -- somebody did build a
23 garage to park a RV bus, and it's much bigger than that, I
24 would think, like 20 feet in length --

25 MR. JAGGI: Yeah.

1 CHAIRMAN LABONTE: -- cause I looked up how long
2 RV buses are, and they're like 26 to 40 or something.

3 MR. JAGGI: Uh-huh.

4 CHAIRMAN LABONTE: So, I'm assuming, though,
5 that they would have had to come get a permit because it
6 used to sit outside. You could see it from Ladue.

7 MR. JAGGI: Yeah.

8 CHAIRMAN LABONTE: It's that Lake -- I can't
9 remember the name of it -- the entrance is off of Ballas.

10 MR. JAGGI: Oh, okay.

11 MS. O'BRIEN: Subdivision The Lake?

12 CHAIRMAN LABONTE: Yeah, and I have a picture.

13 MR. JAGGI: Yeah.

14 CHAIRMAN LABONTE: I mean it's beautiful, the
15 garage they built, don't get me wrong, it's gorgeous, but
16 it's got to be bigger than that --

17 MR. JAGGI: Uh-huh.

18 CHAIRMAN LABONTE: -- so, cause that's one of
19 the garages that the gentleman brought up to me as we've
20 been discussing the garage situation, so.

21 MR. JAGGI: And I think it could have been
22 allowed under one of these provisions that -- like 355 --
23 or 305.

24 CHAIRMAN LABONTE: That you have to have it in a
25 garage.

1 MR. JAGGI: Yeah, it doesn't matter what size it
2 is. It's fine as long as it fits in a garage.

3 So this would actually be more restrictive in
4 that it -- all of these requirements --

5 CHAIRMAN LABONTE: Uh-huh.

6 MR. JAGGI: -- would have to be met.

7 So, again, it combines --

8 CHAIRMAN LABONTE: It combines them.

9 MR. JAGGI: -- all the restrictions --

10 CHAIRMAN LABONTE: Right.

11 MR. JAGGI: -- into one.

12 MR. BUELTER: Okay. Last question is, and
13 because of that, if somebody has that and they've been
14 doing all that work to build a garage, are we going to
15 grandfather?

16 MR. JAGGI: Yes.

17 MR. BUELTER: Okay.

18 MR. JAGGI: Yeah, it would be grandfathered in.

19 CHAIRMAN LABONTE: If their permit's already
20 been --

21 MR. JAGGI: If they have a permit submitted,
22 yes.

23 MR. BUELTER: Okay.

24 MR. JAGGI: If it's been submitted.

25 If it hasn't been -- if they haven't applied for

1 it, then my view is they're not grandfathered in.

2 MR. BUELTER: Okay. Fair.

3 MR. TOMLINSON: I had a question, Julie.

4 I -- just to point of clarification, in my PDFs
5 here it says 355.150, and I noticed in your PowerPoint it
6 says 305.155.

7 MR. JAGGI: It should be 355.150.

8 Thank you.

9 MR. TOMLINSON: Yeah.

10 MR. JAGGI: That's in error. And it's -- and
11 it's listed here in our documents as 355, so the
12 PowerPoint's in error.

13 Thank you for pointing that out.

14 MS. O'BRIEN: It's 350.

15 CHAIRMAN LABONTE: 305?

16 MS. O'BRIEN: No, 355.

17 MR. JAGGI: It's 355.

18 MS. O'BRIEN: In the motion.

19 CHAIRMAN LABONTE: Okay.

20 MR. BRIAN TANNER: How do I ask a question?

21 CHAIRMAN LABONTE: We'll open it up for public
22 comment --

23 MR. BRIAN TANNER: Okay.

24 CHAIRMAN LABONTE: -- here in a minute.

25 Yeah, thank you.

1 Any other questions?

2 Okay. Thank you.

3 MR. JAGGI: Thank you.

4 CHAIRMAN LABONTE: Okay. We'll open it up for
5 public comment.

6 Did you -- you didn't stand to be sworn in, did
7 you?

8 MR. BRIAN TANNER: No.

9 CHAIRMAN LABONTE: Okay. If you could come
10 forward --

11 MR. BRIAN TANNER: Okay.

12 CHAIRMAN LABONTE: -- and be sworn in and then
13 you can announce yourself.

14 MR. BRIAN TANNER: Not walking too good.

15 CHAIRMAN LABONTE: That's okay.

16 (The speaker was sworn in by the court
17 reporter.)

18 MR. BRIAN TANNER: So --

19 CHAIRMAN LABONTE: If you could state your name
20 and address, please.

21 MR. BRIAN TANNER: Oh, Brian Tanner.

22 CHAIRMAN LABONTE: Brian Tanner.

23 MR. BRIAN TANNER: 12145 Hibler Drive.

24 CHAIRMAN LABONTE: Thank you.

25 MR. BRIAN TANNER: Mr. Jaggi, what are you doing

1 about Section 355.150.E? It's in your redline. In the
2 redline attachment it still exists.

3 CHAIRMAN LABONTE: So, the -- the -- it's asking
4 about that notwithstanding any otherwise applicable
5 parking restriction, boats, recreation vehicles and
6 recreation equipment may be temporarily parked in a paved
7 service of a residential property provided that such
8 temporary parking does not occur during any portion of
9 more than three days in any two consecutive calendar
10 weeks. Such temporary parking shall not constitute a
11 regular -- a regulated accessory use, either permitted or
12 prohibited under the Zoning Ordinance.

13 So you are not suggesting that that be updated?

14 MR. JAGGI: That's correct.

15 MR. BRIAN TANNER: So that's going to remain?

16 MR. JAGGI: Yeah.

17 And that provision's there to allow for loading
18 and unloading of recreational vehicles, so we allow that.

19 So, you can park these things on your driveway
20 for up to three days while you're loading an RV and coming
21 back from your trip and unloading, that's what that's
22 there for and that's -- that's --

23 MR. BRIAN TANNER: Exactly what I do.

24 MR. JAGGI: Yes.

25 MR. BRIAN TANNER: Wonderful.

1 CHAIRMAN LABONTE: Thank you.

2 MR. BRIAN TANNER: You still need me to turn
3 this in?

4 MS. MOORE: Yeah.

5 CHAIRMAN LABONTE: Thank you so much.

6 MR. BRIAN TANNER: Thank you.

7 CHAIRMAN LABONTE: Okay.

8 Any other questions?

9 We'll close the hearing.

10 MS. KARR: The City would like to submit the
11 following exhibits into the record: Exhibit 1 is the
12 notice documentation in possession of the City Clerk;
13 Exhibit 2 is the staff report and any letters submitted to
14 the Planning & Zoning Commission; Exhibit 3 are the
15 written submittals pertaining to this text amendment;
16 Exhibit 4 is the City Code of Ordinances and the Charter
17 of the City of Creve Coeur; Exhibit 5 is the City's
18 Comprehensive Plan, and Exhibit 6 is the public file
19 regarding this text amendment.

20 CHAIRMAN LABONTE: Thank you.

21 (The Public Hearing was concluded at 6:50 p.m.)

22

23

24

25

1 STATE OF MISSOURI)
2) SS
3 COUNTY OF ST. LOUIS)
4

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

12
13
14 Deborah McLaughlin, RPR, MO-CCR, IL-CSR, KS-CCR
15 Deborah K. McLaughlin, RPR, MO-CCR, IL-CSR, KS-CCR
16
17
18
19
20
21
22
23
24
25

An Ordinance Amending Sections 240.030 and 240.040 of the Creve Coeur Code of Ordinances Pertaining to Recreation Fees.

WHEREAS, increasing staffing and operating costs require the City to review fees on a regular basis, and

WHEREAS, the City staff has reviewed and compared its fees to those in neighboring municipalities and private ice arenas and found certain fee increases to be appropriate, and

WHEREAS, the Parks and Historic Preservation Committee reviewed the proposed fee increases and recommended approval on October 9, 2024;

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

SECTION 1. The fees in Sections 240.030 and 240.040 of the Creve Coeur Code of Ordinances set forth herein are amended as indicated, but all other fees in those sections shall remain in effect without change. The fees shall take effect as of January 1, 2025:

Section 240.020: Revised Ice Arena Fees

<i>ID Cards</i>			
	No Cards	Fee	
Business, 1 - 9 Employees	1	\$5.00	
Business, 10 - 50 Employees	2	\$5.00 each	
Business, 51 - 100 Employees	4	\$5.00 each	
Business, 100+ Employees	5	\$5.00 each	
Resident ID Card	1	\$5.00	
<i>Freestyle Skating</i>			
Freestyle - Half-Hour	\$5		
Freestyle - 12-Hour Punch Card	\$100		
<i>Stick & Puck Fees</i>			
Stick & Puck	\$7		
<i>Private Ice Rental Fees</i>			
Ice Rental per Hour, 0 - 8 Hours per Contract	\$280		
Ice Rental per Hour, 9+ Hours per Contract	\$270		
Ice Rental per Hour, Non-Prime, 6:00-9:00 AM, Monday-Friday	\$180		
<i>Public Session Fees</i>			
	Resident	Non-Res	Group*
Public Session	\$4	\$6	\$5
Public Session - Senior	\$2.50	\$4.50	

Misc. Fees			
Skate Rental	\$3	\$3	FREE
Coach's Fee (Coaches fees waived for CCFSC Members)	\$75	\$75	
Learn to Skate and Other Recreational Skating Fees	As determined by City Administrator based on market and cost.		

Section 240.030: Revised Parks & Recreation Fees

Meeting rooms and Multi-Purpose Room may be reserved at no charge for the following groups: City-sponsored organizations, committees, neighborhood organizations and government.				
Dielmann West Meeting Room (Max Capacity 50)				
	Nonprofit	Business	Resident	Non-Resident
Meeting Room - Per Hour	\$30	\$35	\$35	\$45
Food Permit	\$50	\$50	\$50	\$50
	2 Hour Minimum Friday, Saturday, Sunday			
Dielmann East Meeting Room (Max Capacity 80)				
	Nonprofit	Business	Resident	Non-Resident
Meeting Room – Per Hour	\$30	\$35	\$45	\$55
Food Permit	\$50	\$50	\$50	\$50
	2 Hour Minimum Friday, Saturday, Sunday			
City Hall Meeting Rooms #1 & #2 (Max Capacity 25)				
	Nonprofit	Business	Resident	Non-Resident
Meeting Room – Per Hour	\$20	n/a	\$25	\$30
	No food or drink allowed.			
Multi-Purpose Room (Max Capacity 150)				
	Nonprofit	Business	Resident	Non-Resident
Refundable Security Deposit	\$250	\$250	\$250	\$250
Classroom Set-Up - Per Hour	\$45	\$85	\$75	\$125
Banquet - Per Hour	\$75	\$125	\$100	\$150
Stage Rental	\$50	\$50	\$50	\$50
	4 Hour Minimum Friday, Saturday, Sunday			
Pavillions				
	Resident	Non-Resident		Business
North Pavilion (8 a – Dusk)	\$30 \$40	\$60 \$70		\$75 \$85
South Pavilion (8 a – Dusk)	\$60	\$100		\$150
Field Rentals				
	Resident	Non-Resident		Business
Field - Per Hour	\$8	\$12		\$18
	Resident requirements: adult reserving filed must be a resident of City and a parent, player or coach with team.			

Gym Rentals			
	Resident	Non-Resident	Business
Gym - Per Hour, Non-Prime Time	\$25	\$40	\$50
Gym - Per Hour, Prime Time (5 - 9 p, Mon-Thurs & 8 a-6 p Sat/Sun)	\$30	\$45	\$55
Special function setup/cleanup fee	\$50	\$50	\$50
Tappmeyer House			
	Resident	Non-Resident	Business
Upstairs or Downstairs Rental 4 Hours	\$80	\$120	\$180
Full House - 4 Hours	\$120	\$180	\$272
Upstairs or Downstairs - Add'l Hours	\$20	\$30	\$45
Full House - Add'l Hours	\$30	\$45	\$68
Refundable Security Deposit	\$250	\$250	\$250
Other Recreation Activities	As determined by City Administrator based on market and cost.		
Dog Park	Resident	Non-Resident	
First Dog	\$30	\$80	
Additional Dog	\$15	\$25	
First Dog after July 1	\$15	\$40	
Additional Dog after July 1	\$7.50	\$12.50	

Section 240.040: Creve Coeur Golf Course Fees (changes effective March 1, 2025)

Golf Course Fees		
	Resident	Non-Res
Greens Fees	\$16	\$19
Greens Fees, Senior or Junior	\$15	\$18
Greens Fees, Add'l 9 Holes	\$12.50	\$12.50
Greens Fees, Twilight	\$10	\$12
Online Fees (dynamic pricing)	\$15-\$29	\$15-\$29
Cart Rental (per rider)	\$9 \$10	\$9 \$10
Annual Membership	\$990	\$1,275
Annual Membership, Senior or Junior	\$880	\$1,075
Tournament Play Greens Fees + Cart	\$25-\$30	
Tournament Fee Deposit (w/ room)	\$200	
Tournament Player Packages	Cost + 25%	
For the purpose of determining greens fees, senior shall be defined as sixty (60) years of age and older. Junior shall be defined as seventeen (17) years and younger.		
Tournament play - a minimum of 32 players with a maximum of 64 players, shotgun start.		

BILL NO. 6146

ORDINANCE NO. _____

Section 240.070: Tennis and Pickleball Court Use in City Parks

<i>Court Rentals</i>			
	Resident	Non-Resident	Business
Court - Per Hour	\$8	\$10	\$12

SECTION 2. Contracts entered into and fully executed prior to the effective date of this ordinance shall be honored at the fees and rates specified in the contracts regardless of fee and rate adjustments in this ordinance.

SECTION 3. This Ordinance shall become effective January 1, 2025, unless otherwise noted pursuant to the provisions of 3.11(g) of the 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



MEMORANDUM

Date: October 15, 2024
To: Mark Perkins, City Administrator
From: Jason Valvero, Director of Recreation
CC:
Subject: Fees and Charges Review

The Parks and Recreation Department conducts periodic reviews of recreation programs, facility fees and charges and future needs of the department. This process allows staff to take an internal audit of the department and share the findings with the Parks and Historical Preservation Committee (PHP) and the City Council. There are several important factors that influence this process; offering competitive wages to keep and attract part-time labor, the rising cost of utilities and daily operating expenses and investment of equipment and infrastructure by the city.

Parks and Historic Preservation Review

Staff discussed the proposed increases with the committee on October 9, 2024. The members reviewed all the fees and charges and voted to recommend the two increases presented.

Ice Rink User Fee Comparison Chart

Staff researched resident/non-resident ice rink fees and is not recommending a fee change in this category.

City	Public Skating	Freestyle	Stick-n-Puck	Skate Rental	Learn to Skate*
Brentwood	\$4/\$6	\$4/\$5	\$9/\$10.50	\$2/\$2	\$9/\$10
Maryville Center	\$5/\$5	\$5/\$5	\$10/\$10	\$2/\$2	\$15/\$15
Kirkwood	\$5/\$6	\$6/\$7	\$6/\$7	\$3/\$3	\$9/\$10
Centene	\$5/\$12	\$6/\$6	\$15/\$15	\$5/\$5	\$15/\$20
St. Peters Rec Plex	\$10/\$12	\$7.50/\$7.50	\$10/\$10	\$3.50/\$3.50	\$11.5/\$13.5
Webster Groves	\$4.50/\$6	\$5.50/\$5.50	\$5.50/\$8	\$2/\$2	\$13/\$17
Creve Coeur Current	\$4/\$6	\$5/\$5	\$7/\$7	\$3/\$3	\$12/\$14

*Learn to Skate is per class fee.

Ice Rink Rental Fee Comparison Chart

The below chart summarizes the hourly prime/non-prime fees charged for ice. The top three rink facilities offer amenities that differ from the lower three and as a result, charge higher hourly rates. Facilities include larger structures that house multiple sheets of ice, larger locker rooms and have larger concession areas or restaurants. Creve Coeur is most comparable to Brentwood, Kirkwood and Webster Groves. The City Council approved a \$30 increase in 2023 and agreed to not increase fees in 2024. Staff is not recommending fee changes in this category for 2025.

City	Prime	Non-Prime
St. Peter's Rec Plex	\$325	\$310
Centene	\$323	\$323
Maryville Center	\$300	\$250
Kirkwood	\$270	\$200
Brentwood	\$260	\$180
Webster Groves	\$255	n/a
Creve Coeur Current*	\$270-\$280	\$180 (6-9 AM, M-F)

*Creve Coeur: 0-8 hours of ice rental \$280 and 9+ hours of ice \$270 per contract.

Creve Coeur Golf Course User Fees

Staff researched resident/non-resident golf course user fees and is recommending only one change, raising the cart rate to \$10 per person. The increase is estimated to generate an additional \$15,000.

City	Cart*	Weekday	Jr./Sr. Weekday	Weekend	Online Pricing
Ballwin	\$10	\$15/\$17	\$13/\$15	\$15/\$17	N/A
Bridgeton	\$8	\$13/\$17	\$12/\$15	\$14/\$18	N/A
U. City	\$11	\$15/\$17	\$14/\$16	\$18/\$20	\$13-\$23
Creve Coeur Current	\$9	\$16/\$19	\$15/\$18	\$16/\$19	\$15-\$29
Proposed Fees	\$10	n/a	n/a	n/a	n/a

*Per cart rider

Dielmann Facility Rental Fees

Several changes were made in this category last year and staff is not recommending any changes for next year. We are looking to grow our rentals numbers as we have lost three church groups over the past year to either dissolving or moving to a permanent location.

City	Capacity Up to 25	Capacity 25-50	Capacity 50-100	Capacity 100-150	Gym
Brentwood	\$35/\$45	\$35/\$45	\$45/\$65	\$50/\$70	n/a
Kirkwood	\$30/\$40	\$50/\$65	\$75/\$95	n/a	\$80/\$80
Maryland Heights	\$50/\$60	\$100/\$120	\$160/\$192	\$320/\$384	\$80/\$100
Sunset Hills	\$55/\$65	\$55/\$65	\$85/\$100	n/a	\$80/\$90
Richmond Heights	\$35/\$58	\$35/\$58	\$58/\$93	\$82/\$127	n/a
Webster Groves	\$45/\$65/\$90	\$45/\$65/\$90	\$75/\$100/\$150	\$75/\$100/\$150	\$60/\$80/\$100
Creve Coeur Current NonProfit/Business	\$20/\$35	\$30/\$35	\$30/\$35	\$75/\$125	\$35/\$55
Creve Coeur Current Resident/Non-Resident	\$25/\$30	\$35/\$45	\$45/\$55	\$100/\$150	\$40/\$55

Park Pavilion Rental Fees

Staff researched pavilion fees and is recommending only one change, raising the rates for the newly constructed North pavilion by \$10. The increase is estimated to generate an additional \$1,000.

	Resident	Non-Resident	Business
Millennium North Pavilion (8 a – Dusk)	\$30	\$60	\$75
Proposed North Pavilion (8 a – Dusk)	\$40	\$70	\$85
Millennium South Pavilion (8 a – Dusk)	\$60	\$100	\$150
Venable Pavilion (8 a – Dusk)	\$60	\$100	\$150

AN ORDINANCE AMENDING SECTION 240.090 BICYCLES AND SCOOTERS AND REPEALING SECTION 370.150D BICYCLES, ELECTRIC BICYCLES, MOTORIZED SCOOTERS, AND MOTORIZED BICYCLE ON SIDEWALKS AND PATH.

WHEREAS, the City Council understands the benefits of parks and recreation to the public; and

WHEREAS, there will now be a standard for all of the parks within the city limits; and

WHEREAS, the prohibition of bicycles and scooters at Conway Park will be removed;

WHEREAS, the Parks and Historic Preservation Committee reviewed the proposal and makes the recommendation to accept the changes as presented at the October 9, 2024 meeting;

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

Section 1: Section 240.090 of the City Code of Ordinances is hereby be amended to read as follows:

Bicycles, electric bicycles and motorized scooters may be operated within City parks (other than the fenced area of a dog park or other areas marked as restricted as applicable, such as restrictions against motorized use) but shall follow all applicable traffic rules as if operating on a roadway including those regarding use of helmets and rights-of-way of pedestrians. Motorized bicycles shall not be operated within City parks.

Section 2: Section 370.150(D) of the City Code of Ordinances is hereby repealed.

Section 3: This Ordinance shall become effective pursuant to the provisions of 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



MEMORANDUM

Date: October 21, 2024
To: Mark Perkins, City Administrator
From: Jason Valvero, Director of Recreation
CC:
Subject: Amendment to Bicycles and Scooters Code

The request is to clean up section 240.090 and repeal section 370.150 D of city code referring to the ban of bicycles and scooters in Conway Park. Conway Park was the first park in Creve Coeur and with its narrow paths and fitness trial stations, allowing bicycles and pedestrians on the same path was a safety concern. Now that the trail is 10 feet wide and there are no longer fitness stations in the park, there is no reason to ban bicycles or scooters within the park.

Staff reviewed the changes with the Parks and Historic Preservation Committee at the October 9, 2024 meeting. The recommendation to make the necessary change to section 240.090 and to repeal section 370.150 D was approved unanimously.

Section 240.090. Bicycles and Scooters. [Ord. No. 5762, 1-24-2022]

Bicycles, electric bicycles and motorized scooters may be operated within City parks (other than the fenced area of a dog park, ~~the fitness trail and grassy area of Conway Park~~ or other areas marked as restricted as applicable, such as restrictions against motorized use) but shall follow all applicable traffic rules as if operating on a roadway including those regarding use of helmets and rights-of-way of pedestrians. Motorized bicycles shall not be operated within City parks.

Section 370.150. Bicycles, Electric Bicycles, Motorized Scooters, And Motorized Bicycles On Sidewalks And Paths.¹ [R.O. 2008 §16-472; Ord. No. 977 §1(11.10), 1-5-1981; Ord. No. 1253 §1, 11-3-1987; Ord. No. 5762, 1-24-2022]

- A. A person may not propel or operate an electric bicycle, motorized scooter, or motorized bicycle on sidewalks or crosswalks.
- B. A person propelling a bicycle upon and along a sidewalk or across a roadway upon and along a crosswalk shall yield the right-of-way to any pedestrians and shall give audible signal before overtaking and passing such pedestrian and shall otherwise have all the rights and duties applicable to pedestrians under the same circumstances.
- C. A person shall not ride a bicycle upon and along a sidewalk or across a roadway upon and along a crosswalk, where such use of bicycles is prohibited by official traffic control devices.
- ~~D. No person shall propel a bicycle, electric bicycle, motorized scooter, motorized bicycle, skateboard or operate a motorized vehicle of any type upon the fitness trail or grass area of Conway Park, except for authorized maintenance or emergency vehicles.~~

1. State Law Reference — Similar provisions, §300.347, RSMo.

RESOLUTION NO. 1756

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH ONEAMERICA TO PROVIDE GROUP LIFE, ACCIDENTAL DEATH AND DISMEMBERMENT, AND LONG TERM DISABILITY INSURANCE FOR CITY EMPLOYEES BEGINNING JANUARY 1, 2025 AND ENDING DECEMBER 31, 2026.

WHEREAS, OneAmerica provides basic group life, basic accidental death and dismemberment (AD&D), and long-term disability (LTD) insurance for City employees; and

WHEREAS, OneAmerica offers \$30,000 basic group life insurance for City elected officials; and

WHEREAS, OneAmerica, the City's current provider, submitted a 24-month rate hold for all the same services which includes other employee-paid voluntary insurances; and

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

SECTION 1: An agreement with OneAmerica to provide basic life, AD&D, and LTD insurance for City employees and basic life for City elected officials effective January 1, 2025 based on the rates set forth below guaranteed for a period of twenty-four (24) months, 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 consistent with the provisions and intent of this Resolution with such changes as may be necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the Agreement.

	<u>Estimated Monthly Volume*</u>	<u>Proposed Rate</u>	<u>Estimated Annual Premium*</u>
Basic Life	\$17,180,578	\$0.160/\$1,000 coverage	\$32,987
Basic AD&D	\$16,910,578	\$0.014/\$1,000 coverage	\$2,841
Long-Term Disability	\$633,403	\$0.28/\$100 covered payroll	\$21,283
Estimated Total			\$57,111

**Based on current enrollment; subject to change; rounded up to nearest dollar*

SECTION 2: This resolution shall become effective upon its passage.

ADOPTED THIS 28TH DAY OF OCTOBER, 2024.

DR. ROBERT HOFFMAN, MAYOR

ATTEST:

KELLIE HENKE, CITY CLERK



INTEROFFICE MEMORANDUM

Date: October 23, 2024
To: Mayor and City Council; Mark Perkins, City Administrator
From: Sharon Stott, Assistant City Administrator
Subject: City-Paid Life/Accidental Death & Dismemberment (AD&D) and Long-Term Disability (LTD)

The City is approaching the end of a 24-month rate hold with OneAmerica on December 31, 2024, for City-paid Life/AD&D and City-paid LTD insurances as well as other voluntary insurances (employee-paid).

The City pays 100% of the premium cost for basic group life and AD&D at two times the annual salary – and LTD insurance (60% of pre-disability monthly salary) for all full-time employees. The City also pays 100% of the premium cost for \$30,000 in life insurance for elected officials.

Below is the history of rate experiences with OneAmerica:

Contract Start	Increase (Decrease)	Term
2020	(13.77%)	36-month rate hold
2023	7%	24-month rate hold
2025	0%	24-month rate hold

CBIZ, the City's insurance broker, was successful in securing a 24-month rate hold of all current rates for all City-paid and voluntary insurances with OneAmerica; therefore, staff is recommending the City enter into an agreement with OneAmerica for the period of January 1, 2025-December 31, 2026, with no cost increase to the City.

The estimated cost to the City will be \$51,111 annually, or \$102,222 for the 24-month contract.

Description	Estimated Monthly Volume*	Proposed Rate	Estimated City's Annual Premium
Basic Life	\$17,180,578	\$.160/\$1,000 coverage	\$32,987
Basic AD&D	\$16,910,578	\$0.014/\$1,000 coverage	\$2,841
Long-Term Disability	\$633,403	\$0.28/\$100 covered payroll	\$21,283
TOTAL			\$57,111

Attachments:

1. Resolution to contract with OneAmerica for Life, AD&D and LTD
2. CBIZ 2024 Executive Summary 10-2024.

2025 Renewal Presentation



CITY OF CREVE COEUR

October 2024



CBIZ is proud to partner with City of Creve Coeur and we value your business. We take our role as your representative very seriously. Our partnership includes benefit analysis, aggressive marketing and employee communications. It is critical to ensure the benefits package offered to your employees represents a key part of their total compensation package at a fair price. With this in mind, we offer the following recommendation.

Dental

As a reminder, the City of Creve Coeur moved to Equitable in 2022 when faced with a 3.5% increase from Anthem. Our marketing efforts resulted in a recommendation to move to Equitable for rates that were 13% below current and guaranteed for two years. It was not uncommon, at the time, for Equitable to provide aggressive rates as they were newer to the market and looking to build their market share.

For the 2024 renewal, Equitable requested a 4.8% renewal. We approached the market, but only received declinations because the other carriers could not be competitive with the renewal rates proposed.

For the 2025 renewal, Equitable has requested a 63% renewal increase, resulting in an approximate \$46,000 annual increase. Unfortunately, Equitable made a business decision to make a rate adjustment to their manual rates for dental. Manual rates are the average rates Equitable would expect to charge an employer to cover claims and administrative costs within their book of business. This means we are seeing higher than average renewal increases across our client base. Couple this with annual trend and a 94% loss ratio specific to the City's claim utilization and the result is this ridiculous renewal increase.

We marketed the coverage to our vendor partners and 7 carriers responded. Three carriers declined to quote because they could not get more competitive than your current rates; and four carriers offered a proposal.

The Standard is the most competitive offer at a 13.5% renewal increase, representing an annual increase in premium of approximately \$9,900. They are matching the current plan design and will hold the quoted rates for two years. CBIZ recommends the City consider moving to The Standard as the new dental carrier effective January 1, 2025.

Group Life/AD&D & Long-Term Disability (Employer Paid)

The City of Creve Coeur moved to One America in 2020. The previous carrier was Lincoln Financial, and they gave a 15% increase on the Life/AD&D and 12% increase on the Long-Term Disability. After marketing the decision was made to move to One America for 13% reduction on the Life/AD&D and an 8% reduction on the Long-Term Disability. They also offered a 3-year rate guarantee.

For the 2023 renewal, the Life/AD&D received a 12% increase due to the average age of employees being over 40. Long Term Disability received a rate pass and both benefits received a two-year rate guarantee. We went to the market and did not receive competitive proposals. The decision was made to renew with One America for another two years.

For the 2025 renewal, One America is offering a rate hold and two-year rate guarantee. It was decided to stay with One America and not go to the market since there is no additional cost to the city and rates are still lower than 2020.

Voluntary Life/AD&D & Voluntary Short-Term Disability (Employee Paid)

In 2020, the renewal from Lincoln Financial increased the Voluntary Short-Term Disability across all age bands by 39%. The Voluntary Life/AD&D received a rate hold. After marketing, One America was the only carrier that released a competitive proposal. They matched the current rates for both benefits along with a 3-year rate guarantee.

The 2023 renewal with One America was a rate hold and a 2-year rate guarantee. Decision was to renew as is since there was no additional cost to the employees.

The 2025 renewal is another rate hold and a 2-year rate guarantee. Decision was made to renew as is so there is no disruption in coverage or increase in cost to the employees.

Dental Insurance Analysis



FEATURES:		Equitable <i>Current/Renewal</i>		The Standard <i>Option 1</i>	MetLife <i>Option 2 DN 1</i>
IN-NETWORK BENEFITS					
Calendar Year Deductible		\$25 \$75		\$25 \$75	\$25 \$75
Co-Insurance					
Preventive Care - Type I (Exams, Cleanings)		100%		100%	100%
Basic Procedures - Type II (Fillings, Extractions)		80%		80%	80%
Major Procedures - Type III (Caps, Crowns)		60%		60%	60%
Orthodontia - Type IV		50%		50%	50%
Orthodontia Plan Lifetime Max		\$1,500		\$1,500	\$1,500
(Child to age 19)					
Endodontics		80%		80%	80%
Periodontics		80%		80%	80%
Maximum Benefit/Year		\$1,500		\$1,500	\$1,500
OUT OF NETWORK BENEFITS					
Co-Insurance					
Preventive Care - Type I (Exams, Cleanings)		100%		100%	100%
Basic Procedures - Type II (Fillings, Extractions)		80%		80%	80%
Major Procedures - Type III (Caps, Crowns)		60%		60%	60%
Orthodontia - Type IV		50%		50%	50%
Orthodontia Plan Lifetime Max		\$1,500		\$1,500	\$1,500
Maximum Benefit/Year		\$1,500		\$1,500	\$1,500
UCR Percentile		99th		95th	99th
Rate Guarantee		To 1/1/2026		To 1/1/2027	To 1/1/2026
Tiers:	Census	Current	Renewal	Option 1	Option 2
Employee	46	\$30.54	\$49.69	\$30.68	\$36.78
Employee + Spouse	10	\$61.09	\$99.39	\$62.75	\$73.56
Employee + Child(ren)	20	\$69.70	\$113.40	\$81.32	\$83.93
Family	29	\$93.67	\$152.40	\$113.34	\$112.80
	105	\$6,126.17	\$9,967.24	\$6,952.04	\$7,377.28
Monthly Premium		\$6,126.17	\$9,967.24	\$6,952.04	\$7,377.28
Annual Premium		\$73,514.04	\$119,606.88	\$83,424.48	\$88,527.36
Difference vs Current			\$46,093 (+62.7%)	\$9,910 (+13.5%)	\$15,013 (+20.4%)

Vision Insurance Analysis



FEATURES:		EyeMed EyeMed Network <i>Current</i>
IN-NETWORK BENEFITS		
Exam Co-Pay		\$10
Frequency of Services		
Exam		Every 12 Months
Lenses		Every 12 Months
Frames		Every 24 Months
Contacts		Every 12 Months (in lieu of lenses)
Basic Lenses		\$20 copay, then;
Single Vision		Covered in full
Bifocal		Covered in full
Trifocal		Covered in full
Frames		\$175 allowance, then 20% off remaining balance
Contacts		Covered in full
Necessary		\$175 allowance
Elective		then 15% off retail price
OUT OF NETWORK BENEFITS		
Basic Lenses		
Single Vision		Reimbursement up to \$30
Bifocal		Reimbursement up to \$50
Trifocal		Reimbursement up to \$70
Frames		Reimbursement up to \$122.50
Contacts		
Medically Necessary		Reimbursement up to \$210
Elective		Reimbursement up to \$175
Rate Guarantee		To 1/1/2028
Tiers:	Census	Current
Employee	36	\$8.05
Employee + Spouse	9	\$15.31
Employee + Children	9	\$16.12
Family	15	\$23.69
Total:	69	\$928.02
Monthly Premium		\$928.02
Annual Premium		\$11,136.24

Basic Life/AD&D Analysis



FEATURES:		One America
Benefit		
Class 1	FT Council Members	Flat \$30,000
Class 2	All Other Active FT EE's	2x Annual Base Salary
Guarantee Issue Amount		
Class 1		\$30,000
Class 2		\$250,000
Conversion		Included
Portability		Not Included
Waiver of Premium		Included (Class 2 Only)
Accelerated Death Benefit		Included
Reduction Schedule		
Age 65		35%
Age 70		50%
Rate Guarantee		To 1/1/2027
Life Rate per \$1,000		<u>Current</u> \$0.160
AD&D Rate per \$1,000		\$0.014

Voluntary Life/AD&D Analysis



FEATURES:		One America
Benefit Amount:		
Employee		
Class 1	Council Members	Excluded
Class 2	All Other Active FT EE's	\$1,000 Increments to a max of the lesser of 5 x Base Salary or \$250,000 rounded up to nearest \$10,000 \$10,000 Minimum
Spouse under age 70		\$500 Increments to a max of 100% of EE Amount or \$50,000 \$10,000 Minimum
Child		
	Live birth to 6 months:	\$1,000
	6 mos to 19 yrs or 25 if FTS Option A:	\$2,500
	6 mos to 19 yrs or 25 if FTS Option B:	\$5,000
	6 mos to 19 yrs or 25 if FTS Option C:	\$7,500
	6 mos to 19 yrs or 25 if FTS Option D:	\$10,000
Guarantee Issue Amount		
Employee		\$100,000
Spouse under age 70		\$30,000
Child		\$10,000
Reduction Schedule		33% at Age 70 additional 22% at age 75
Accelerated Death Benefit		Included
Waiver of Premium		Included before age 60
Portability		Included
Conversion		Included
Rate Guarantee		To 1/1/2027
Vol. Life Step Rates per \$1,000		Employee & Spouse Current
	<30	\$0.090
	30-34	\$0.100
	35-39	\$0.120
	40-44	\$0.180
	45-49	\$0.300
	50-54	\$0.450
	55-59	\$0.750
	60-64	\$0.860
	65-69	\$1.700
	70-74	\$2.900
	75+	\$5.800
	Children	
	Option A:	\$0.540
	Option B:	\$1.080
	Option C:	\$1.620
	Option D:	\$2.160
Voluntary AD&D EE		\$0.040
Voluntary Family Rate		\$0.060

Voluntary Short-Term Disability Analysis



FEATURES:	One America
Benefit: Class 1: Council Members Class 2: All Other Active FT EE's	Excluded 60% of weekly earnings to a max of \$1,000
Elimination Period Accident Illness	7 days 7 days
Benefit Duration	12 weeks
Pre-Existing Conditions	3/6/12
Rate Guarantee	To 1/1/2027
Rate per \$10 weekly benefit <25 25-29 30-34 35-39 40-44 45-49 50-54 55-59 60-64 65-69 70+	\$0.550 \$0.550 \$0.539 \$0.528 \$0.550 \$0.638 \$0.759 \$0.990 \$1.221 \$1.386 \$1.661

Long-Term Disability Analysis



FEATURES:	One America
Benefit: Class 1: Council Members Class 2: All Other Active FT EE's	Excluded 60% of monthly earnings to a \$6,000 maximum
Elimination Period	90 Days
Definition of Disability	24 Month Own Occupation
Benefit Duration	Greater of RBD or SSFRA (Reducing Benefit Duration) or (Social Security Full Retirement Age)
Pre-Existing Conditions	3/3/12
Drug & Alcohol Limitation	24 Months
Mental Health Limitation	24 Months
Survivor Benefit	3 Months
Rate Guarantee	To 1/1/2027
Rate per \$100 monthly covered payroll	<u>Current</u> \$0.280
Monthly Covered Payroll	\$598,768
Monthly Premium	\$1,683.33

RESOLUTION NO. 1757

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF CREVE COEUR AND THE STANDARD FOR THE CITY'S DENTAL INSURANCE PLAN BEGINNING JANUARY 1, 2025 AND ENDING DECEMBER 31, 2026.

WHEREAS, the City's employee dental insurance plan will expire on December 31, 2024; and

WHEREAS, the City was presented with The Standard proposal Option 1 reflecting a 13.5% increase from current premium costs, and providing a 24-month rate guarantee for the plan year beginning January 1, 2025; and

WHEREAS, the City marketed its plan five times in the last ten years and in 2024 and has chosen to switch to The Standard based on lowest cost and comparable benefits.

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

Section 1: An agreement with The Standard to provide dental insurance for City employees effective January 1, 2025 based on the rates set forth below guaranteed for a period of twenty-four (24) months, 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 consistent with the provisions and intent of this Resolution with such changes as may be necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the Agreement.

	Enrolled*	Total Monthly Premium	Employee Share of Monthly Premium	City Share of Monthly Premium	Estimated Total Annual Cost of Premium*	Estimated City Share of Total Annual Premium*
Employee	46	30.68	10.30	20.38	16,935.36	11,250.60
Employee + spouse	10	62.75	22.66	40.09	7,530.00	4,811.35
Employee + child(ren)	20	81.32	29.80	51.52	19,516.80	12,363.63
Family	29	113.34	42.12	71.22	39,442.32	24,783.66
TOTAL	105				83,424.48	53,209.24

**Estimate only; based on current enrollment as of 9/30/2024; subject to change*

RESOLUTION NO. 1757

SECTION 2: This resolution shall become effective upon its passage.

ADOPTED THIS 28TH DAY OF OCTOBER 2024.

DR. ROBERT HOFFMAN, MAYOR

ATTEST:

KELLIE HENKE, CITY CLERK



INTEROFFICE MEMORANDUM

To: Mayor & City Council; Mark Perkins, City Administrator
From: Sharon Stott, Assistant City Administrator
Subject: Group Dental Insurance Contract for January 1, 2025-December 31, 2026
Date: October 23, 2024

Following a competitive review of the City's dental insurance, City staff, in consultation with the City's insurance broker, CBIZ, recommend switching the City's dental insurance provider from Equitable to The Standard. This change, effective January 1, 2025, offers a 24-month rate hold with improved benefits and a lower cost increase compared to other bidders.

RFP Results

In September 2024, the City issued an RFP for dental insurance. Five providers submitted proposals: Equitable (the City's current provider), Lincoln Financial, SunLife, The Standard, and MetLife. After reviewing the proposals, The Standard was selected as the lowest and best option based on cost, coverage, and benefit levels.

Recommendation Highlights

Key reasons for recommending The Standard include:

- *Lower Premium Increase:* The Standard's proposed premium increase is 13.5%, significantly lower than other bids, including a 62.7% increase from Equitable – the City's current provider.
- *Rate Stability:* The Standard offers a 24-month rate hold, while other carriers provide only a 12-month hold.
- *Comparable Provider Network:* With the exception of 11 dentists (or 8%), all dentists currently used by employees will be in-network with The Standard.
- *Out-of-Network Coverage:* The Standard covers out-of-network services at the 95th percentile, allowing employees greater flexibility in choosing their preferred providers and reducing their financial burden.
- *Enhanced Orthodontia Coverage:* Coverage is extended to dependents up to age 19, versus age 18 with most other providers.
- *Employee Benefits Committee Support:* On October 16, 2024, the Employee Benefits Committee unanimously voted to recommend The Standard, maintaining current benefit levels.

The following table summarizes proposed rates for Equitable effective January 1, 2025 (through December 31, 2026):

The Standard Dental Premiums January 1, 2025 – December 31, 2026						
	Enrolled*	Total Monthly Premium	Employee Share of Monthly Premium	City Share of Monthly Premium	Estimated Total Annual Cost of Premium*	Estimated City Share of Total Annual Premium*
Employee	46	30.68	10.30	20.38	16,935.36	11,250.60
Employee + spouse	10	62.75	22.66	40.09	7,530.00	4,811.35
Employee + child(ren)	20	81.32	29.80	51.52	19,516.80	12,363.63
Family	29	113.34	42.12	71.22	39,442.32	24,783.66
TOTAL	105				83,424.48	53,209.24

**Estimate based on current enrollment; subject to change*

The estimated City cost-share with The Standard is projected to be \$53,209.24 and reflects an increase of approximately \$6,112.57 per year or \$12,225.14 for the 24-month contract compared to current rates with Equitable.

City Cost-Share Considerations

Currently, the City covers 66.4% of employee-only dental premiums and 61.5% of dependent premiums. However, prior to 2008, the City covered dental at the same City cost-share as the medical insurance -- 85% for employee-only and 80% for dependents. These cost-share ratios will be revisited during the FY26 budget discussions to ensure competitiveness with comparable cities, as supported by the City's 2022 Comprehensive Benefit Survey and the 2023 Employee Benefit Questionnaire.

Please let me know if you have any questions or require further information.

Appendices: 1) Resolution Dental Insurance Renewal 2025; 2) CBIZ Dental Market Overview Executive Summary 10-2024; 3) Employee Benefits Committee Meeting Summary 10-16-2024

2025 Renewal Presentation



CITY OF CREVE COEUR

October 2024



CBIZ is proud to partner with City of Creve Coeur and we value your business. We take our role as your representative very seriously. Our partnership includes benefit analysis, aggressive marketing and employee communications. It is critical to ensure the benefits package offered to your employees represents a key part of their total compensation package at a fair price. With this in mind, we offer the following recommendation.

Dental

As a reminder, the City of Creve Coeur moved to Equitable in 2022 when faced with a 3.5% increase from Anthem. Our marketing efforts resulted in a recommendation to move to Equitable for rates that were 13% below current and guaranteed for two years. It was not uncommon, at the time, for Equitable to provide aggressive rates as they were newer to the market and looking to build their market share.

For the 2024 renewal, Equitable requested a 4.8% renewal. We approached the market, but only received declinations because the other carriers could not be competitive with the renewal rates proposed.

For the 2025 renewal, Equitable has requested a 63% renewal increase, resulting in an approximate \$46,000 annual increase. Unfortunately, Equitable made a business decision to make a rate adjustment to their manual rates for dental. Manual rates are the average rates Equitable would expect to charge an employer to cover claims and administrative costs within their book of business. This means we are seeing higher than average renewal increases across our client base. Couple this with annual trend and a 94% loss ratio specific to the City's claim utilization and the result is this ridiculous renewal increase.

We marketed the coverage to our vendor partners and 7 carriers responded. Three carriers declined to quote because they could not get more competitive than your current rates; and four carriers offered a proposal.

The Standard is the most competitive offer at a 13.5% renewal increase, representing an annual increase in premium of approximately \$9,900. They are matching the current plan design and will hold the quoted rates for two years. CBIZ recommends the City consider moving to The Standard as the new dental carrier effective January 1, 2025.

Group Life/AD&D & Long-Term Disability (Employer Paid)

The City of Creve Coeur moved to One America in 2020. The previous carrier was Lincoln Financial, and they gave a 15% increase on the Life/AD&D and 12% increase on the Long-Term Disability. After marketing the decision was made to move to One America for 13% reduction on the Life/AD&D and an 8% reduction on the Long-Term Disability. They also offered a 3-year rate guarantee.

For the 2023 renewal, the Life/AD&D received a 12% increase due to the average age of employees being over 40. Long Term Disability received a rate pass and both benefits received a two-year rate guarantee. We went to the market and did not receive competitive proposals. The decision was made to renew with One America for another two years.

For the 2025 renewal, One America is offering a rate hold and two-year rate guarantee. It was decided to stay with One America and not go to the market since there is no additional cost to the city and rates are still lower than 2020.

Voluntary Life/AD&D & Voluntary Short-Term Disability (Employee Paid)

In 2020, the renewal from Lincoln Financial increased the Voluntary Short-Term Disability across all age bands by 39%. The Voluntary Life/AD&D received a rate hold. After marketing, One America was the only carrier that released a competitive proposal. They matched the current rates for both benefits along with a 3-year rate guarantee.

The 2023 renewal with One America was a rate hold and a 2-year rate guarantee. Decision was to renew as is since there was no additional cost to the employees.

The 2025 renewal is another rate hold and a 2-year rate guarantee. Decision was made to renew as is so there is no disruption in coverage or increase in cost to the employees.

Dental Insurance Analysis



FEATURES:		Equitable <i>Current/Renewal</i>		The Standard <i>Option 1</i>	MetLife <i>Option 2 DN 1</i>
IN-NETWORK BENEFITS					
Calendar Year Deductible		\$25 \$75		\$25 \$75	\$25 \$75
Co-Insurance					
Preventive Care - Type I (Exams, Cleanings)		100%		100%	100%
Basic Procedures - Type II (Fillings, Extractions)		80%		80%	80%
Major Procedures - Type III (Caps, Crowns)		60%		60%	60%
Orthodontia - Type IV		50%		50%	50%
Orthodontia Plan Lifetime Max		\$1,500		\$1,500	\$1,500
(Child to age 19)					
Endodontics		80%		80%	80%
Periodontics		80%		80%	80%
Maximum Benefit/Year		\$1,500		\$1,500	\$1,500
OUT OF NETWORK BENEFITS					
Co-Insurance					
Preventive Care - Type I (Exams, Cleanings)		100%		100%	100%
Basic Procedures - Type II (Fillings, Extractions)		80%		80%	80%
Major Procedures - Type III (Caps, Crowns)		60%		60%	60%
Orthodontia - Type IV		50%		50%	50%
Orthodontia Plan Lifetime Max		\$1,500		\$1,500	\$1,500
Maximum Benefit/Year		\$1,500		\$1,500	\$1,500
UCR Percentile		99th		95th	99th
Rate Guarantee		To 1/1/2026		To 1/1/2027	To 1/1/2026
Tiers:	Census	Current	Renewal	Option 1	Option 2
Employee	46	\$30.54	\$49.69	\$30.68	\$36.78
Employee + Spouse	10	\$61.09	\$99.39	\$62.75	\$73.56
Employee + Child(ren)	20	\$69.70	\$113.40	\$81.32	\$83.93
Family	29	\$93.67	\$152.40	\$113.34	\$112.80
	105	\$6,126.17	\$9,967.24	\$6,952.04	\$7,377.28
Monthly Premium		\$6,126.17	\$9,967.24	\$6,952.04	\$7,377.28
Annual Premium		\$73,514.04	\$119,606.88	\$83,424.48	\$88,527.36
Difference vs Current			\$46,093 (+62.7%)	\$9,910 (+13.5%)	\$15,013 (+20.4%)

Vision Insurance Analysis



FEATURES:		EyeMed EyeMed Network <i>Current</i>
IN-NETWORK BENEFITS		
Exam Co-Pay		\$10
Frequency of Services		
Exam		Every 12 Months
Lenses		Every 12 Months
Frames		Every 24 Months
Contacts		Every 12 Months (in lieu of lenses)
Basic Lenses		\$20 copay, then;
Single Vision		Covered in full
Bifocal		Covered in full
Trifocal		Covered in full
Frames		\$175 allowance, then 20% off remaining balance
Contacts		Covered in full
Necessary		\$175 allowance
Elective		then 15% off retail price
OUT OF NETWORK BENEFITS		
Basic Lenses		
Single Vision		Reimbursement up to \$30
Bifocal		Reimbursement up to \$50
Trifocal		Reimbursement up to \$70
Frames		Reimbursement up to \$122.50
Contacts		
Medically Necessary		Reimbursement up to \$210
Elective		Reimbursement up to \$175
Rate Guarantee		To 1/1/2028
Tiers:		
	Census	Current
Employee	36	\$8.05
Employee + Spouse	9	\$15.31
Employee + Children	9	\$16.12
Family	15	\$23.69
Total:	69	\$928.02
Monthly Premium		\$928.02
Annual Premium		\$11,136.24

Basic Life/AD&D Analysis



FEATURES:		One America
Benefit		
Class 1	FT Council Members	Flat \$30,000
Class 2	All Other Active FT EE's	2x Annual Base Salary
Guarantee Issue Amount		
Class 1		\$30,000
Class 2		\$250,000
Conversion		Included
Portability		Not Included
Waiver of Premium		Included (Class 2 Only)
Accelerated Death Benefit		Included
Reduction Schedule		
Age 65		35%
Age 70		50%
Rate Guarantee		To 1/1/2027
Life Rate per \$1,000		<u>Current</u> \$0.160
AD&D Rate per \$1,000		\$0.014

Voluntary Life/AD&D Analysis



FEATURES:		One America
Benefit Amount:		
Employee		
Class 1	Council Members	Excluded
Class 2	All Other Active FT EE's	\$1,000 Increments to a max of the lesser of 5 x Base Salary or \$250,000 rounded up to nearest \$10,000 \$10,000 Minimum
Spouse under age 70		\$500 Increments to a max of 100% of EE Amount or \$50,000 \$10,000 Minimum
Child		
	Live birth to 6 months:	\$1,000
	6 mos to 19 yrs or 25 if FTS Option A:	\$2,500
	6 mos to 19 yrs or 25 if FTS Option B:	\$5,000
	6 mos to 19 yrs or 25 if FTS Option C:	\$7,500
	6 mos to 19 yrs or 25 if FTS Option D:	\$10,000
Guarantee Issue Amount		
Employee		\$100,000
Spouse under age 70		\$30,000
Child		\$10,000
Reduction Schedule		33% at Age 70 additional 22% at age 75
Accelerated Death Benefit		Included
Waiver of Premium		Included before age 60
Portability		Included
Conversion		Included
Rate Guarantee		To 1/1/2027
Vol. Life Step Rates per \$1,000		Employee & Spouse Current
	<30	\$0.090
	30-34	\$0.100
	35-39	\$0.120
	40-44	\$0.180
	45-49	\$0.300
	50-54	\$0.450
	55-59	\$0.750
	60-64	\$0.860
	65-69	\$1.700
	70-74	\$2.900
	75+	\$5.800
	Children	
	Option A:	\$0.540
	Option B:	\$1.080
	Option C:	\$1.620
	Option D:	\$2.160
Voluntary AD&D EE		\$0.040
Voluntary Family Rate		\$0.060

Voluntary Short-Term Disability Analysis



FEATURES:	One America
Benefit: Class 1: Council Members Class 2: All Other Active FT EE's	Excluded 60% of weekly earnings to a max of \$1,000
Elimination Period Accident Illness	7 days 7 days
Benefit Duration	12 weeks
Pre-Existing Conditions	3/6/12
Rate Guarantee	To 1/1/2027
Rate per \$10 weekly benefit <25 25-29 30-34 35-39 40-44 45-49 50-54 55-59 60-64 65-69 70+	\$0.550 \$0.550 \$0.539 \$0.528 \$0.550 \$0.638 \$0.759 \$0.990 \$1.221 \$1.386 \$1.661

Long-Term Disability Analysis



FEATURES:	One America
Benefit: Class 1: Council Members Class 2: All Other Active FT EE's	Excluded 60% of monthly earnings to a \$6,000 maximum
Elimination Period	90 Days
Definition of Disability	24 Month Own Occupation
Benefit Duration	Greater of RBD or SSFRA (Reducing Benefit Duration) or (Social Security Full Retirement Age)
Pre-Existing Conditions	3/3/12
Drug & Alcohol Limitation	24 Months
Mental Health Limitation	24 Months
Survivor Benefit	3 Months
Rate Guarantee	To 1/1/2027
Rate per \$100 monthly covered payroll	<u>Current</u> \$0.280
Monthly Covered Payroll	\$598,768
Monthly Premium	\$1,683.33

RESOLUTION NO. 1758

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE EXECUTION OF A CONTRACT WITH STRATEGIC GOVERNMENT RESOURCES (SGR) FOR STRATEGIC PLANNING SERVICES FOR THE NOT-TO-EXCEED AMOUNT OF \$32,463.10.

WHEREAS, the City recognizes the importance of strategic planning to reach consensus on key initiatives, enhance operational efficiencies, and align resources with the City's long-term goals; and

WHEREAS, the City issued a Request for Proposal for strategic planning services to assist in the development of a comprehensive strategic plan for the City; and

WHEREAS, after reviewing the submitted proposals, it has been determined that the proposal from Strategic Government Resources best aligns with the City's expectations and needs, and it is recommended that the City enter into a strategic planning services agreement with them;

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

The Agreement between **Strategic Government Resources**, and the City, attached hereto as "Exhibit A," **with a not-to-exceed contract sum amount of \$32,463.10** 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 _____ DAY OF _____ 2024.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE
CITY CLERK



October 16, 2024

To: Mayor Hoffman and City Council

From: Mark Perkins, City Administrator

Re: Strategic Planning Professional Services

The City has developed a strategic plan on a triennial basis to establish consensus on key goals and objectives. The strategic plan provides the City Council with the opportunity to set its short and mid-term objectives, with the assistance of a professional facilitator who is knowledgeable about local government. This process is also helpful in maintaining focus on the City's top priorities as identified in the strategic plan.

The most recent strategic plan was created in 2022, and the city has made substantial progress toward its completion. [The plan was most recently updated in May, 2024](#), detailing progress on each program area to date. Shockey Consulting Services has facilitated and otherwise assisted the city with each of its three strategic plans over the last 10 years.

The staff solicited proposals for a consultant to lead us through the process and create a three – year strategic plan for 2025-2028. The process will include three or four half-day sessions with the City Council, and two half-day planning sessions with staff only. The facilitator will conduct interviews with the City Council prior to the meetings as well as solicit input from department directors on goals and objectives.

Several responses were received, and staff narrowed the field to three based upon their background in local government:

- Everstrive Solutions – Independence, MO
- Shockey Consulting Services – Overland Park, KS, (their project lead is based in St. Louis)
- Strategic Government Resources (SGR), Keller, TX

The three finalists were interviewed by a panel consisting of Mayor Hoffman, Council President Carney, Sharon Stott, Assistant City Administrator, Jason Jaggi, Community Development Director and Kellie Henke, City Clerk and I.

The panel concluded that all three firms were qualified and capable of assisting the city with the project. The recommended firm is Strategic Government Resources (SGR) based upon its extensive



experience in municipal strategic planning, their overall approach which includes pre-workshop interviews with each Council member. Hilary Shine will be the facilitator and has considerable experience in strategic planning. By selecting a consultant we have not previously used, the panel also felt there would be a benefit of bringing a fresh perspective to our strategic planning process.

The total proposed cost is \$26,500 plus \$5,963.10 in expenses for a total not-to-exceed cost of \$32,463.10. This amount is higher than our budgeted amount of \$25,000, but cost savings in other line items are expected to cover most if not all of this additional cost.

The strategic planning process will begin in December, with the half-day sessions to be scheduled in January and February, with the plan to be completed in March.

Proposal for: Strategic Planning Professional Services

City of Creve Coeur, Missouri

Submission Due Date: September 6, 2024

This proposal is valid for 90 days.

**Response to RFP for Strategic Planning Professional
Services**

Proposal Revised October 14, 2024

Strategic Government Resources
P.O. Box 1642, Keller, Texas 76244
Office: 817-337-8581

Mike Mowery, President of Leadership
Development & Strategic Foresight
MMowery@GovernmentResource.com





September 6, 2024

Kellie Henke, City Clerk
City of Creve Coeur, Missouri

Dear Ms. Henke,

Thank you for the opportunity to submit this proposal to assist the City of Creve Coeur with Strategic Planning Professional Services. SGR has the unique ability to provide personalized and comprehensive strategic planning services to meet the needs of your City and staff.

We would like to draw your attention to a few key aspects that distinguish SGR from other firms:

- SGR is a recognized thought leader in local government management and is actively engaged in local government operations, issues, and best management practices. Many SGR team members regularly speak on issues of interest to local government leadership at conferences and workshops around the nation.
- SGR reaches a broad community of over 18,000 LinkedIn followers and over 40,000 subscribers to SGR's Servant Leadership e-newsletter that focuses on local government services, development, and innovation.
- SGR utilizes a group of highly qualified, professionally trained facilitators to conduct strategic planning and visioning retreats, executive coaching, book briefings, and leadership development workshops covering a variety of topics. These professionals specialize in leadership, strategy, communication, community engagement, and teambuilding.
- SGR has conducted hundreds of leadership development, strategic visioning, and team building projects and events to help organizations like yours develop the skills necessary to lead their staff and community effectively and innovatively.

We are excited about the prospect of facilitating Strategic Planning Professional Services for the City of Creve Coeur, and we are available to visit with you at your convenience.

Respectfully submitted,

Mike Mowery

Mike Mowery, President of Leadership Development & Strategic Foresight
MMowery@governmentresource.com

Table of Contents

- 1. About SGR**
- 2. Investing in Leadership Development**
- 3. Scope of Work**
- 4. SGR's Strategic Visioning and Strategic Planning Philosophy**
- 5. Facilitator**
- 6. SGR Leadership Development Facilitators**
- 7. Professional Services Fees & Travel Expenses**
- 8. Billing**
- 9. References**
- 10. Strategic Planning & Visioning Experience, 2021-Present**
- 11. Required Forms:**
 - Form W-9**
 - Certificates of Insurance**

About SGR

Strategic Government Resources, Inc. (SGR) exists to help local governments become more successful by recruiting, assessing, and developing innovative, collaborative, and authentic leaders. SGR was incorporated in Texas in 2002 with the mission to facilitate innovative leadership in local government. SGR is fully owned by former City Manager Ron Holifield, who spent two high-profile decades in city management and served as a City Manager in several cities.

SGR's business model is truly unique. Although we are a private company, SGR operates like a local government association. Most of SGR's principals are former local government officials, allowing SGR to bring a perspective and depth of local government expertise to every project that no other firm can match.

SGR's Core Values are Customer Service, Integrity, Philanthropy, Continuous Improvement, Agility, Collaboration, Protecting Relationships, and the Golden Rule.

SGR is a full-service firm, specializing in providing solutions for local governments in the areas of recruitment and retention, leadership development and training, innovation and future readiness, and everything in between.

With 28 full-time employees, 1 part-time employee, 27 recruiters, 17 facilitators, and multiple consultants who function as subject matter experts on a variety of projects, SGR offers comprehensive expertise.

The company operates as a fully remote organization, with team members located in Texas, Arizona, California, Colorado, Florida, Georgia, Maine, Missouri, Montana, New York, North Carolina, Ohio, Oklahoma, Oregon, and South Carolina.

View all SGR team members and their bios at: <https://sgr.pub/MeetTeamSGR>.

Federal Employer Identification Number: 46-0501585

Texas State Taxpayer ID: 14605015859



*To help your
people achieve
greatness...
prepare them
BEFORE
you promote
them.*

SGR understands that creating a leadership development pipeline, a strong overall succession plan, and a healthy culture for your organization is a high priority. Let us help you promote team engagement and provide team members with training and professional development opportunities that are tailored to specifically meet the needs of local government.

We appreciate the opportunity to help you strengthen your training and leadership development programs!

Sincerely,

A handwritten signature in black ink that reads "Ron Holifield". The signature is written in a cursive, flowing style.

Ron Holifield
CEO of Strategic Government Resources

Scope of Work

Thank you for the opportunity to submit this proposal to facilitate Strategic Planning Professional Services for the City of Creve Coeur. This proposal includes event details, facilitator background information, and the cost of services. The specific agenda for the sessions will be established in collaboration between the SGR facilitator and the City.

Process Overview:

1. Advance interviews with Council Members
2. Short questionnaire directed to the management team gathering their ideas and suggested priorities ahead of the planning session
3. Strategic Planning Retreats with Council and Workshops with City Staff
 - a. A segment on Governance as a component of the first Council session
4. Delivery of report detailing key takeaways from the sessions

Process Outline and Timeline:

The specific timeline will be established in collaboration between the SGR facilitator and the City. SGR is happy to work within the City's ideal timeline with strategic planning sessions occurring between December 2024 and January 2025, with the final deliverable completed by March 2025.

1. Once a signed agreement is in place, the facilitator will discuss in detail with the City's point of contact the City's goals for the sessions. The facilitator and City's point of contact will also discuss the design and distribution of the short questionnaire.
2. Based upon that conversation, the facilitator will draft a rough agenda and share it with the point of contact, and together they will refine it. Depending upon the point of contact's availability, this is usually done within a week.
3. During the initial conversation, tentative dates will be set for the retreats. Often, the City will need to check with the elected officials and other participants to identify the best dates. The facilitator will also set the dates for the workshops with the staff that are to follow the retreats with the elected officials.
4. During the initial conversation with the City's point of contact, the facilitator will discuss when the advanced interviews with elected officials will be done and the process for getting them set up. The advanced interviews normally take place one-to-two weeks before the first retreat session.
5. Short questionnaire directed to the management team gathering their ideas and suggested priorities ahead of the planning session.
6. The facilitator will communicate with the City's point of contact prior to the sessions to make sure logistical details are in place.
7. After the sessions, the facilitator will complete the rough draft of the report and send it to the City's point of contact within a week. If any corrections need to be made, they will be incorporated and sent back to the City within a week.

8. The facilitator will return at the appointed dates to do the workshops with the staff.
9. After the workshops with the staff, the facilitator will complete a rough draft and send it to the City's point of contact within a week after the workshops. If any corrections need to be made, they will be incorporated and sent back to the City within a week.

Advance Interviews:

Building rapport between the facilitator and participants is an important component of holding a successful retreat. SGR utilizes a process called "advance interviews" which equips the facilitator with the knowledge needed to address the most important issues within your organization as well as customize the agenda for the retreat based on your needs. Prior to the retreat, the SGR Facilitator will conduct advance interviews with the City Council. Interviews are approximately 45-60 minutes in length and are normally done via telephone, however, in-person interviews can be arranged upon request.

Sample Agenda for a Full-Day Strategic Planning Retreat

8:00AM	Breakfast and warm-up period.
8:15-9:00AM	The first 45 minutes will be devoted to a power point presentation and discussion regarding the detailed specific responses to the questionnaires that were sent in advance to the City's stakeholders. This presentation will be comprehensive and in a format that maintains confidentiality and anonymity.
9:00-9:15AM	Break
9:15-10:00AM	The next 45 minutes will be devoted to the question of "Reputational Drivers." Reputational Drivers answer the question, "What do we want to be known for?"
10:00-10:45AM	The next 45 minutes will be devoted to discussing the Pressing Needs of Residents and Stakeholders that the Strategic Vision must address.
10:45-11:30AM	The next 45 minutes will be focused on a SWOT Analysis.
11:30-12:30PM	Lunch
12:30-1:15PM	The next 45 minutes will be devoted to leading the participants to think strategically about the future for the City as it relates to items such as: Infrastructure, Transportation, Economic Vitality, Diversity, Parks & Trails, Innovation, Community Involvement, Sustainability, Customer Satisfaction, Financial Health, The Arts, and Safety.
1:15-2:00PM	The next 45 minutes will be devoted to goal setting by selecting the City's strategic pillars, including those that will be carried over from the previous strategic vision.
2:00-2:15PM	Break

2:15-3:30PM	The next 75 minutes will be devoted to prioritization of goals by identifying the milestones for each of the City's strategic pillars.
3:30-4:00PM	Wrap Up and Closing Thoughts
4:00PM	Adjournment

Typical Agenda Items:

While we will collaborate with you to customize the agenda to fit your needs, the following are typical agenda items that we might follow in facilitating the strategic planning retreat.

- Review of Information from the Advance Interviews, but without connecting any answers to a particular person.
- Review of the Current Strategic Plan, with special attention focused on how to build upon past successes.
- Discussion of Reputational Drivers (What do you want to be known for?)
- Discussion of Pressing Problems (What are some of the pressing problems the Strategic Plan should address?)
- Discussion on "What Success Looks Like" in key areas such as:
 - Public Safety
 - Infrastructure
 - Transportation
 - Economic Vitality
 - Diversity
 - Parks & Trails
 - Innovation
 - Community Involvement
 - Sustainability
 - Customer Satisfaction
 - Financial Health
 - The Arts
- Identifying a Cohesive set of Strategic Priorities for the Council.
- SWOT Analysis in light of the Strategic Priorities.
- Discussion of the Key Objectives or Milestones for each Strategic Priority.
- Establishing Key Short-Term Goals (24-36 Month Goals).

Facilitator:

The facilitator for the retreat will be Senior Vice President Hilary Shine. Please see Hilary's bio included in this proposal. To view the bios for all SGR Facilitators, please visit the facilitator section on the SGR website at: [Meet the Team](#)

Requested Logistical Support from the City:

1. A meeting location, break coordination, and expenses.

2. All AV set up, including a lapel microphone, laptop, Wi-Fi, and projector with power point capability, as well as the ability to play videos with adequate sound for a full room to easily hear.
3. Printing of all materials, if applicable.
4. Two chart-size “Post It” style pads with sticky backs and six different colored large size markers (wide tip).

SGR's Strategic Visioning & Planning Philosophy

SGR believes in a cycle of strategic visioning and planning that has a solid foundation in servant leadership and is driven by the elected officials and the citizens they represent. It is SGR's philosophy that the role of the City Council, as it relates to planning, is to think strategically by casting a vision of what the City should become. The executive leadership team's role, in turn, is to develop a strategic action plan to accomplish the Council's vision.

Establishing a strategic plan with the intention of creating a systemic way for staff to create an implementation plan allows the Council to be involved in evaluating intended outcomes without being hindered by the details of execution. SGR has guided various organizations in such endeavors for many years, and we would welcome the opportunity to provide such services to your organization.

Five Principles of Strategic Visioning

SGR's philosophy of strategic visioning for cities is based upon five principles. These principles support and give structure to both the process and the outcome of a strategic plan.

1. Principle of Strategic Vision

SGR views the City Council as having the responsibility to think strategically about the future and to develop an inspiring vision that creates excitement and establishes the direction for the City as it moves toward the future. Our retreats are designed to help the Council discuss a series of questions that put the focus on creating a strategic vision.

2. Principle of Information & Input

The quality of information the Council has on which to establish a vision directly impacts how compelling that vision can be. This input includes an accurate analysis of current and anticipated trends, crucial issues, fiscal forecast, the current comprehensive plan, and input from both staff and citizens.

3. Principle of Strategic Execution

The staff is responsible for developing the precise action plans to bring about the fulfillment of the Council's vision. These plans are done in collaboration with the Council, so that there is a clear understanding of the Council's vision, mutually agreed upon goals, and action plans for accomplishing those goals.

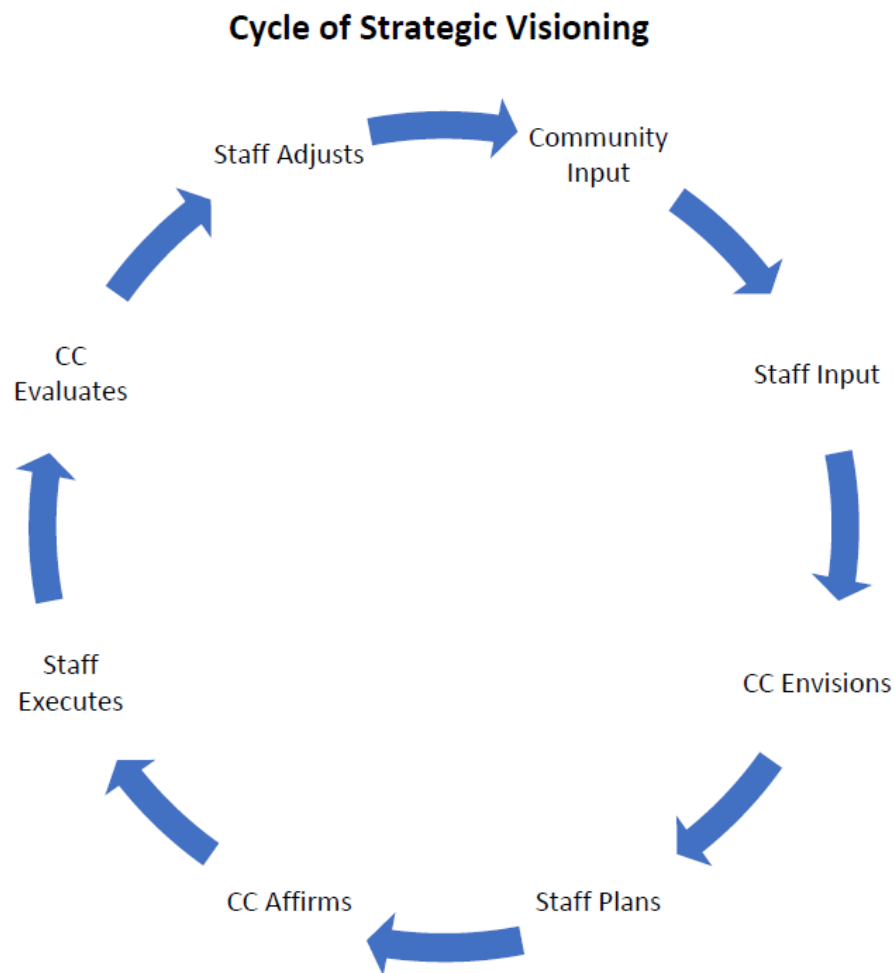
4. Principle of Alignment

The vision must be in alignment with the City's purpose, core values, master plan, and the real needs of the citizens. In turn, the specific goals, objectives, and tasks must also be in alignment with the vision.

Creating alignment with the strategic vision and the annual budget is an important part of empowering the City to accomplish the Council’s vision. Once that alignment is developed, leaders must be diligent to maintain it when implementing the strategic plan.

5. Principle of Communication & Feedback

A constant flow of communication and feedback must be maintained between the Council and staff in order to keep continuity, evaluate performance, and make necessary adjustments in light of changing factors. This enables the leadership to keep the vision relevant and empowering.



Facilitator

Hilary Shine, Senior Vice President

HilaryShine@governmentresource.com

254-654-4961



Hilary Shine recently retired from a 20-year career in city government. As an executive leader, she honed her skills in effective communications, strategic advancement, program development, performance management and team building. Now a member of the SGR Leadership Development Team, she's excited to share her experience and expertise with local governments.

Hilary is a passionate community servant and has volunteered in leadership positions for local non-profits including United Way, Relay for Life and hospital, theater and education foundation boards. She is co-founder of Friends of Central Texas State Veterans Cemetery, which has ensured that every grave has been honored with a wreath each holiday season since 2006.

Hilary earned a B.S. in Communications from the University of Texas at Austin and holds various certifications in leadership, management, communications and emergency response.

LEADERSHIP DEVELOPMENT FACILITATORS



DR. MIKE MOWERY



ANDY DUKE



LUIS FERNANDO



CRAIG FRESHLEY



WILL HAMPTON



KEVIN KNUTSON



BOB LASALA



TRACEY MADISON



RANDY MAYEUX

LEADERSHIP DEVELOPMENT FACILITATORS



CONNIE MINICH



DR. FRED NAPP



FRANCES PELLEY



OMAR REYES



TROY RIGGS



DR. CINDY RYAN



HILARY SHINE



DOUG THOMAS



DR. SCOTT WILLINGHAM

Professional Services Fees & Travel Expenses

Professional Service	Unit Price	Quantity	Subtotal
Strategic Planning Sessions – City Council 4 Half-day Sessions	\$4,750	4	\$19,000
Strategic Planning Sessions – Staff 2 Half-day Sessions	\$3,750	2	\$7,500
Advance Interviews The quantity of interviews is estimated in the proposal. The exact price will be calculated based on the actual number of interviews conducted.	No charge \$300 per interview	9	\$0
Total Not-to-Exceed for Services			\$26,500

Travel Expenses	Unit Price	Quantity	Subtotal
*Airfare Price for airfare is estimated in the proposal and will be billed based on exact cost.	\$500	6	\$3,000
*Car Rental Price for car rental is estimated in the proposal and will be billed based on exact cost.	\$150	6	\$900
*Hotel The facilitator will stay at a hotel comparable to a Hampton Inn in your city. Price for hotel is estimated in the proposal and will be billed based on exact cost.	\$175	6	\$1,050
*Mileage/Gasoline Per mile. Mileage is reimbursed per the IRS mileage reimbursement rate and will be included in the invoice for services.	\$0.67	930	\$623.10
Meals \$65 per day. Meals are based on a per diem daily amount per facilitator of \$15 for breakfast, \$20 for lunch, and \$30 for dinner.	\$65	6	\$390
Total Not-to-Exceed for Expenses			\$5,963.10

**Other than meals, which are billed based on a per diem, travel expenses are billed at exact cost on invoice immediately following the date of service.*

Total Not-to-Exceed: \$32,463.10

- Total Not-to-Exceed for Services: \$26,500
- Total Not-to-Exceed for Expenses: \$5,963.10 **

*** If the City requests additional travel beyond the trips proposed, it will be at the City's expense.*

AFI Member Discount

The Alliance for Innovation (AFI) is a nationwide non-profit association of local governments dedicated to promoting innovation and improving the quality of life in their local communities. Founded in 1994, the Alliance provides a platform for collaboration, learning, and sharing of best practices among its members.

AFI collaborates with SGR and leverages the expertise of their specialists to deliver professional foresight, innovation, and culture-building services. AFI and SGR are proud to offer a robust selection of offerings thoughtfully designed to guide local governments teams on their individual innovation journeys. Membership in AFI gives local governments a leg up on the activities most essential to building a prosperous future.

- **Become more proactive** – Our strategic foresight services help local governments anticipate change and design proactive strategies to build the future they envision.
- **Build a stronger team** – Our culture building services and events are designed to help local governments build cultures of enhanced innovation and foresight.
- **Get on the cutting edge** – Our innovation services help local governments stay up to date on the latest social innovations and pioneering technology.

In addition to membership benefits, Alliance for Innovation (AFI) Members receive a 10% discount on SGR Leadership Development services. For more information on becoming an AFI Member, please contact: AFI.Info@governmentresource.com.

Billing

SGR will send an invoice immediately following the date of service, which can sometimes result in multiple session offerings being represented in a single invoice *if* the event dates are all delivered within a relatively short period of time. Payment is due within thirty (30) days of receipt. If full payment is not made by the due date, SGR reserves the right to suspend the delivery of all future events until full payment is made. Balances that are unpaid after the payment deadline are subject to a fee of 5% per month or the maximum lawful rate, whichever is less, on the owed amount every month, charged monthly until the balance is paid.

Facilitator Travel & Related Expenses

Applicable travel expenses will be calculated on the day of the event (or preceding/post day(s) of the event based on the start/ending time of the events) and invoiced in addition to the Professional Service Fee(s). Estimated travel expenses are included in this proposal but may vary depending on the cost incurred for travel expenses. If the requested session requires that two or more facilitators be on-site at any time during the session, the client will be invoiced for each Facilitator's travel expenses. SGR makes every effort to be economically responsible for all facilitator-related travel expenses including:

1. Airfare + Applicable Fees. Air transportation will be billed to the client at actual cost (no mark-up) immediately following the date of service.
2. Ground Transportation
 - Personal Vehicle (round trip mileage at current IRS rate of \$0.67 per mile)
 - Rental Vehicle (rental fees + gas at actual cost with no mark-up).
3. Lodging. The facilitator will stay at a hotel comparable to a Hampton Inn in your city. Lodging will be billed to the client at actual cost (no mark-up) immediately following the date of service.
4. Meals. Meals will be reimbursed to facilitator based on a daily per diem amount of \$65.00/day per facilitator; \$15 for breakfast, \$20 for lunch, and \$30 for dinner. Facilitator(s) may claim meal reimbursement for the duration of the trip, including travel en route to and from the event (excluding any meals provided by the Organization in conjunction with the event.)

Purchase Order Number

If applicable, please provide the appropriate Purchase Order (PO). This PO number will be included on the invoice for services provided as part of this Professional Services Agreement.

PO #: _____

References

Town of Sunnyvale, Texas

Jeff Jones

Jeff.jones@townofsunnyvale.org

469-236-0994

Staff Strategic Planning Retreat 2023

City of Chamblee, Georgia

Kristen Gorham

KGorham@chambleega.gov

Strategic Planning Retreat, 2022

City of Kansas City, Missouri

Kelly Postlewait

kelly.postlewait@kcmo.org

816-513-6539

Council Governance & Strategic Goal Retreat,
2023

Village of Oak Park, Illinois

Lisa Shelley

ls Shelley@oak-park.us

708-358-5770

Strategic Visioning Retreat, 2023

Town of Little Elm, Texas

Caitlan Biggs

cbiggs@littleelm.org

214-975-0452

Strategic Planning Joint Retreat, 2023

City of La Vista, Nebraska

Rachel Carl

rcarl@cityoflavista.org

360-580-3881

Council Strategic Visioning Retreat, 2024

SGR's Strategic Planning & Visioning Experience, 2021-Present

City-County Communications & Marketing Association (3CMA)

- Strategic Planning Project, 2023

City of Pelham, Alabama

- Strategic Visioning Retreat, 2023

City of Lodi, California

- Strategic Visioning & Planning Retreat, 2023

City of Milpitas, California

- Strategic Planning Retreat, 2023

City of Tracy, California

- Strategic Priorities & Goal Setting Retreat, 2023

City of Eaton, Colorado

- Strategic Visioning Retreat, 2022

Florida Governmental Utility Authority (FGUA)

- Strategic Planning Session, 2024

City of Boca Raton, Florida

- Strategic Visioning Retreat, 2021

City of Cape Canaveral, Florida

- Strategic Planning Retreat, 2023
- Strategic Planning Retreat, 2022

City of Lake Wales, Florida

- Strategic Visioning Retreat, 2022

Pinellas County, Florida

- Strategic Visioning/Planning Retreat, 2024
- Strategic Visioning/Planning Follow-up Workshop, 2024
- Strategic Wrap-Up Session, 2024

Village of Oak Park, Illinois

- Strategic Visioning Retreats, 2023

City of Gladstone, Missouri

- Strategic Visioning Retreat, 2023
- Strategic Visioning Retreat, 2022
- Strategic Visioning Retreat, 2021

City of Kansas City, Missouri

- Strategic Goal Setting & Governance Retreat, 2023

City of St. Charles, Missouri

- Strategic Visioning & Team Building Retreat, 2024

City of Parkville, Missouri

- Strategic Planning Council Retreat, 2024
- Strategic Planning Process, 2023
- Strategic Planning Retreat-Council, 2022
- Strategic Planning Retreat-Staff, 2022

City of La Vista, Nebraska

- Council Strategic Visioning Retreat

City of Shawnee, Oklahoma

- Strategic Visioning Retreat, 2023

City of Sherwood, Oregon

- Strategic Planning & Goal Setting Retreat, 2023
- Strategic Planning & Goal Setting Retreat, 2022

Texas Commission on Law Enforcement (TCOLE)

- Strategic Planning Retreat, 2024

City of Addison, Texas

- Strategic Visioning Retreat, 2022
- Strategic Visioning Retreat, 2021

City of Allen, Texas

- Strategic Planning Team Retreat, 2023
- Strategic Visioning Retreat, 2021

City of Celina, Texas

- Strategic Visioning Retreat, 2022

City of Cleburne, Texas

- Council Strategic Planning Retreat, 2024

City of Commerce, Texas

- Strategic Visioning Retreat, 2023

Dallas County, Texas

- Strategic Planning Workshop, County Marshals, 2022
- Strategic Planning Workshop, Facilities Management, 2022
- Strategic Planning Workshop, Planning & Development, 2022
- Strategic Planning Workshops, 2021

City of Dallas Environmental Commission, Texas

- Strategic Planning Retreat, 2022

City of Dayton, Texas

- Strategic Visioning Retreat, 2021

City of Denton, Texas

- Council Retreat Governance & Strategic Priorities, 2024

City of Farmers Branch, Texas

- Council Strategic Planning Retreat, 2024

City of Fate, Texas

- Strategic Visioning Retreat, 2022
- Strategic Visioning Follow-up, 2023

City of Fort Worth, Texas

- Council Strategic Visioning Retreat, 2024
- Strategic Visioning Retreat, 2023

City of Fort Worth, TX - Police Department

- Strategic Planning Sessions, 2022

City of Harlingen, Texas

- Strategic Visioning Retreat, 2021
- Strategic Planning Workshop, 2021

Harris County Flood Control District

- Strategic Planning Small Group Workshops, 2024

City of Leander, Texas

- Strategic Planning Session with Council & Staff, 2024

Town of Little Elm, Texas

- Strategic Planning Council Retreat, 2023
- Joint Strategic Planning Retreats (Council, Boards, & Commission Members), 2023
- Strategic Planning Retreat, 2023
- Strategic Visioning Retreat, 2022
- Strategic Planning Retreat, 2021

Town of Little Elm, Texas - Police Department

- Strategic Planning Process, 2024

McKinney Economic Development Corporation

- Strategic Visioning Session, 2024

City of McKinney, Texas

- Annual Strategic Visioning Workshop, 2024

City of Pearland, Texas

- Strategic Visioning Review Retreat, 2022

City of Plainview, Texas

- Strategic Planning & Budget Prioritization Workshop, 2023

City of Portland, Texas

- Strategic Planning Retreat, 2023
- Strategic Visioning Retreat, 2022

Town of Sunnyvale, Texas

- Town Council Strategic Planning Retreat, 2024
- Strategic Planning Council Retreat, 2023
- Strategic Planning Staff Retreat, 2023

Tarrant County College District, Texas

- Strategic Planning Workshop, 2021

City of Vernon, Texas

- Strategic Planning Retreat, 2021

City of Waco, Texas

- Strategic Visioning Retreat, 2021

City of Manassas, Virginia

- Strategic Planning Retreat, 2023

City of Ellensburg, Washington

- Strategic Visioning Retreat, 2021

W-9

Form
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Strategic Resource Resources, Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-Partnership) ▶ **None**

☐ LLC or LLP. If the LLC is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner, for U.S. tax purposes, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

4 Exemptions (codes apply only to certain entities; not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

PO Box 1642

6 City, state, and ZIP code

Keller, TX 76244

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other TINs, later.

1	2	3	4	5	6	7	8	9	0	-	-	-

Social security number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Signature of U.S. person

Date 1/8/24

Employer identification number

4	6	-	0	5	0	1	5	8	5
---	---	---	---	---	---	---	---	---	---

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption number, taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-1 (tuition)
- Form 1099-C (cancelled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements(s).

PRODUCER	Keystone Risk Partners LLC 604 East Baltimore Pike Media, PA 19063	CONTACT NAME	
		PHONE (AC, No. Ext): 888-472-6398	FAX (AC, No):
		E-MAIL ADDRESS: Risk@ExtendersGroup.com	
		INSURERS AFFORDING COVERAGE	NAIC#
INSURED	Extensils, Inc. L/C/F Strategic Government Resources, Inc. (Strategic Government Resources, Inc.) 900 US HWY 9 North, 2nd Floor Woodbridge, NJ 07095	INSURER A: Indemnity Insurance Company of North America - CHUBB	43575
		INSURER B: Philadelphia Indemnity Insurance Company	18058
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES		CERTIFICATE NUMBER:	24-25 C01	REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSURER	TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD (MM/DD/YYYY)	POLICY PERIOD (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN. AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ JECT ☐ LOC OTHER:	BRK000199801	03/22/2024	03/22/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG \$ 2,000,000
B	ANY AUTO OWNED AUTOS ONLY AUTOS ONLY AUTOS ONLY	BA42000024457	03/22/2024	03/22/2025	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB EXCESS LIAB RETENTION \$	MKL4V4UL05170	04/22/2024	03/22/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE (Mandatory in NH) OFFICER/MEMBER EXCLUDED? ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A			E.L. EACH ACCIDENT \$ E.L. DISEASE-EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks, Schedule, if more space is required) // Evidence of Insurance TX					

CERTIFICATE HOLDER	208825 Strategic Government Resources, Inc. 6502 Glen Abbey Street Abilene, TX 79606	CANCELLATION	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
		AUTHORIZED REPRESENTATIVE	Jay Petchel
ACORD 25 (2016/03)		© 1988-2015 ACORD CORPORATION. All rights reserved.	
The ACORD name and logo are registered marks of ACORD			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/21/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements(s).

PRODUCER	Covertica, Inc. 5999 Summerside Suite 200 Dallas	CONTACT NAME	Cristina Trujero
		PHONE (Ext): (972) 490-8800	FAX (Ext): (972) 490-2255
		E-MAIL ADDRESS: cristina.trujero@covertica.com	
		INSURERS AFFORDING COVERAGE	NAIC#
INSURED	Strategic Government Resources, Inc. 6502 Glen Abbey Lane Abilene	INSURER A: Acceptance Indemnity Insurance Company	20010
		INSURER B: Mercury County Mutual Insurance Company	29384
		INSURER C: Marital American Insurance Company	28932
		INSURER D: Underwriters at Lloyd's, London	AA1120098
		INSURER E:	
		INSURER F:	

COVERAGES		CERTIFICATE NUMBER:	24-25 C01	REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSURER	TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD (MM/DD/YYYY)	POLICY PERIOD (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN. AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ JECT ☐ LOC OTHER:	BRK000199801	03/22/2024	03/22/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG \$ 2,000,000
B	ANY AUTO OWNED AUTOS ONLY AUTOS ONLY AUTOS ONLY	BA42000024457	03/22/2024	03/22/2025	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB EXCESS LIAB RETENTION \$	MKL4V4UL05170	04/22/2024	03/22/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE (Mandatory in NH) OFFICER/MEMBER EXCLUDED? ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A			E.L. EACH ACCIDENT \$ E.L. DISEASE-EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks, Schedule, if more space is required) // Evidence of Insurance TX					

The General Liability, Professional Liability, Auto policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract/written agreement between the named insured and the certificate holder that requires such status. The General Liability/Workers Compensation, Auto policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder. Professional Liability includes Personal and Advertising Injury. The General Liability policy includes an endorsement providing that 30 day+ notice of cancellation (or coverage change) will be furnished to the certificate holder. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation to the certificate holder if the named insured requests cancellation. The General Liability and Auto policy contains a special endorsement with cancellation to the certificate holder if the named insured requests cancellation.

CERTIFICATE HOLDER	208825 Strategic Government Resources, Inc. 6502 Glen Abbey Lane Abilene, TX 79606	CANCELLATION	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
		AUTHORIZED REPRESENTATIVE	Jay Petchel
ACORD 25 (2016/03)		© 1988-2015 ACORD CORPORATION. All rights reserved.	
The ACORD name and logo are registered marks of ACORD			

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: 00110103

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page of

AGENCY Coverica, Inc.	NAMED INSURED Strategic Government Resources, INC.
POLICY NUMBER	
CARRIER	NAIC CODE
EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance
Primary and Noncontributory wording. Umbrella policy follows forms.

ACORD 101 (2008/01)

© 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: 00110103

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page of

AGENCY Coverica, Inc.	NAMED INSURED Strategic Government Resources, INC.
POLICY NUMBER	
CARRIER	NAIC CODE
EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance
cancellation to the certificate holder if the named insured requests cancellation. The General Liability and Auto policy contains a special endorsement with
Primary and Noncontributory wording. Umbrella policy follows forms.

ACORD 101 (2008/01)

© 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD



ADDITIONAL REMARKS SCHEDULE

AGENCY Coverica, Inc.		NAMED INSURED Strategic Government Resources, INC.	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS	
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.	
FORM NUMBER: 25	FORM TITLE: Certificate of Liability Insurance; Notes
Directors & Officers / Crime Policy # 82625020 Carrier: Federal Insurance Company Effective Dates: 1/16/2023-12/16/2024 Limits: \$1,000,000 Aggregate Cyber Liability, Policy #D95977911 Carrier: ACE American Insurance Company Effective Dates: 3/22/2024-3/22/2025 Limits: \$1,000,000 Occurrence/\$1,000,000 Aggregate Deductible: \$2,500	

**Agreement for Strategic Planning Professional Services ("PROJECT")
to City of Creve Coeur, Missouri ("CLIENT") between
CLIENT and Strategic Government Resources, Inc., DBA SGR ("SGR")**

SGR and CLIENT (together, "Parties") agree as follows, effective upon the date of the later signature below, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the sufficiency of which each Party hereby acknowledges.

1. SGR promises and agrees:

- A. To perform the services described in SGR's Proposal for PROJECT dated September 6, 2024, last revised on October 14, 2024 ("PROPOSAL") per CLIENT's Request for Proposals for Strategic Planning Professional Services ("RFP"), substantially in the timeframe projected in the PROPOSAL.
- B. To comply with all applicable open records, public information and similar laws, and consult with CLIENT if SGR is asked for information before disclosure, unless prevented by court order or law from doing so.

2. CLIENT promises and agrees:

- A. To pay SGR promptly as billed or invoiced for such services in accordance with the amounts stated in PROPOSAL, including Reimbursable Expenses and costs of any Supplemental Services or Other Expenses that CLIENT selects.
- B. To respond to drafts of documents and reports in a timely manner; failure to do so may, in SGR's reasonable discretion, extend timelines and can negatively impact the outcome of the process.
- C. To provide legal opinions to SGR regarding when and if any information relating to the PROJECT must or should be released in accordance with public information laws or legal process.
- D. That if CLIENT receives an open records request related to this PROJECT, CLIENT shall notify and share the request with SGR in writing as soon as possible but within no more than three (3) business days of receipt.
- E. To cooperate with SGR to enable SGR to perform its obligations to CLIENT.

3. Additional Terms and Conditions:

- A. SGR may substitute personnel other than those initially placed, who have substantially equivalent training and experience and subject to approval of CLIENT, due to factors such as SGR employee/consultant turnover, developing needs of the PROJECT, or CLIENT's request.
- B. CLIENT grants SGR permission to use any name, logo, or other identifying mark of CLIENT in SGR's social media content to refer to the relationship established by this agreement.

C. Remedies

- i. CLIENT can terminate this agreement at any time for no reason upon giving SGR seven (7) days advance written notice of the termination date. In such an event, SGR will be compensated for all work satisfactorily performed up to and through the termination date.
- ii. SGR can terminate this agreement upon seven (7) days advance written notice of the termination date to CLIENT if CLIENT has failed to promptly pay in full any undisputed portion of any bill or invoice (if the dispute is in good faith) or has failed to perform its contractual promises in a manner that materially impedes SGR's ability to perform. In such an event, SGR will be compensated for all work satisfactorily performed up to and through the termination date.

D. There are no third-party beneficiaries to this Agreement.

E. If any term or condition of this Agreement is invalidated by final judgment of a court of competent jurisdiction or becomes impossible to perform, the Parties will confer about whether to continue performance without amending the Agreement, without prejudice to either Party's right to terminate the Agreement without cause.

F. This Agreement embodies the complete and final understandings, contract, and agreement between the Parties, superseding any and all prior written or verbal representations, understandings, or agreements pertaining to this PROJECT. This Agreement can be modified only by signed written amendment. Electronic communications purporting to amend this Agreement will be effective only if the electronic communication includes specific reference to this Agreement or PROJECT.

G. This Agreement will be governed by the substantive laws of the State of Missouri without regard to the jurisdiction's choice-of-law doctrines. Venue for any litigation relating to this Agreement will be exclusively in St. Louis County of the State of Missouri.

H. Notices related to this Agreement will go to the respective Parties as follows but either Party can change the addressee for notices to that Party by written notice to the other Party.

- i. For the purposes of this Agreement, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Agreement.
- ii. Any notice required be given by this Agreement shall be deemed to have been given within three (3) days of emailing or depositing in the mail.

Legal Notices:

SGR

Attn: Melissa Valentine, Corporate Secretary
PO Box 1642
Keller, TX 76244
Melissa@GovernmentResource.com

CLIENT

Attn: _____
Address: _____
Email: _____

PROJECT Representative:

SGR

Name: Mike Mowery
Title: President of Leadership Development &
Strategic Foresight
Email: MMowery@GovernmentResource.com
Phone: 817-337-8581

CLIENT

Name: _____
Title: _____
Email: _____
Phone: _____

Billing and Invoicing:

SGR

Attn: Finance
Finance@GovernmentResource.com
817-337-8581

CLIENT

Name: _____
Title: _____
Email: _____
Phone: _____

On-Site AV/IT Point of Contact (for day-of session needs):

SGR

Attn: Training
Training@GovernmentResource.com
817-337-8581

CLIENT

Name: _____
Title: _____
Email: _____
Phone: _____

On-Site Event Coordinator Point of Contact (for day-of session needs):

SGR

Attn: Training

Training@GovernmentResource.com

817-337-8581

CLIENT

Name: _____

Title: _____

Email: _____

Phone: _____

- I. Unless sooner terminated, this Agreement shall terminate at such time as the PROJECT is completed and the requirements of this Agreement are satisfied, except that duties of payment, of information disclosure, and any representations and warranties survive this Agreement.
- J. The Parties and each individual who executes this Agreement on behalf of a Party represent and warrant to the other Party that as to each Party's respective signatory, that signatory is authorized by their Party to execute this Agreement and to bind their Party hereto.
- K. Time is of the essence to this Agreement.
- L. This Agreement may be executed in counterparts which together will comprise the Agreement.
- M. This Agreement is subject to appropriation of funds by CLIENT.
- N. Balances that are unpaid after the payment deadline are subject to a fee of 5% per month or the maximum lawful rate, whichever is less, on the owed amount every month, charged monthly until the balance is paid.

Strategic Government Resources, Inc., DBA SGR

CLIENT

Signature

Signature

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date

Date

City of Creve Coeur 2024 Strategic Planning Professional Services RFP Results						
Company	City, State	Cost	Additional Cost Notes	Municipal Experience	Task & Format	Additional Notes
Everstrive Solutions	Independence, MO	\$25,000 / \$29,000*	Cost is Total Fee; *Optional Add-on's: Focus Group \$1,500, 30 day comment period with electronic tool for collection and compiling input \$1,000, Facilitated public community engagement \$1,500per 90 hr sessions plus travel ; Public Engagement Phase (extends timeline by 30-45 days)	Yes; (MO): Independence, Raymore, Lee's Summit, ArtsKC and Jackson County. Olathe (KS).	(1) Pre-planning Session Survey, (2) City Council Strategic Planning Workshop, (3) Staff Executive Leadership Work Shop, (4) Additional Public Engagement (optional), (5) Develop and Finalize Plan for Review and Approval	Founded 2024; Founders are ICMA Credentialed Managers with previous municipal experience as either a City Manager or Assistant City Manager
EC&C, LLC dba Executive Consulting Group	St. Louis, MO	\$18,250 / \$21,250*	Total Cost (\$250 Hourly Bill Rate) *Total Cost with optional add-on: Executive Project Management - 12 Hrs.	Yes; no municipalities provided	(1) Pre-Planning, (2) Strategic Planning, (3) Post-Planning, (4) Executive Project Management (Optional)	Founded 2023; facilitated 1-3-5 business planning and goal-setting sessions with Cambell Security Group; served as Fractional Chief Operating Officer with Superior Building Group; facilitated comprehensive strategic planning process with Bartolino's Hospitality Group
Hera Associates	Farifax, VA	\$22,000 / \$28,750*	Cost is Total Estimated ; *Optional Add on's: Follow Up Consultation = \$750 & Implementation Support for 3 months = \$6,000	Yes; Municipality of Limon-Costa Rica	(1) Kick-off Meeting, (2) Pre-Planning Session Survey, (3)Session 1: Residents and Elected Officials, (4) Session 2: City Senior Staff Members (5) Synthesis, Drafting & Finalization	Founded 2022; facilitated visioning process and strategic plan for YMCA of San Francisco; worked with United Nations to develop the United Nations Partnership Framework - under which the United Nations system supported to Governement of Republic of Namibia
Hicks-Carter-Hicks, LLC	St. Louis, MO	\$45,800 / \$48,980*	Cost is Total Not-to-Exceed for tasks 1-8; *Optional Add-on: (12) one-on-one interviews with key stakeholders= \$3,180	Yes; (MO): Kirkwood, Webster Groves, Lee's Summit. Sedgwick County (KS). Cincinnati(OH)	(1) Set Direction, Identify Enablers, (2) Map the Lay of the Land, (3) Create the Master Plan & Department Plans, (4) Deploy Communication Plan, (5) Work the Plan, Monitor Results, and Course Correct	Founded 1999; founder served as the Director of Human Resources with the City of Clayton; Senior Consultant currently serves as the City Treasurer for Pasadena Park, MO and previously served as City Administrator for Bel-Nor
Pennington Performance Group	Carrollton, TX	\$31,750	Total Not-to Exceed; Decrease cost options: conduct planning sessions in a single two-day event or two separate one-day events separated by several weeks and/or utilize City staff for writing final report; Increase cost: citizen input (would be quoted separately)	Yes; (TX): Addison, Bryan, Carrollton, College Station, Coppell, Farmers Branch, Gainesville, Irving, Keller, Longview, Missouri City, Richland Hills. Gladston (MO). Santa Ana (CA)	(1)Planning meeting with consultant, elected officials and city leadership, (2) Conduct data collection and familiarization, (3) Council Planning Session's No. 1-4 , (4) Staff Planning Sessions No. 1-2, (5)Create the final planning document	Founded 1989; other clients include: Alabama Power Company, Motorola, LSG Sky Chefs, SmithBucklin, Hyatt Hotels and Resorts, Texas A&M University, Marathon Oil, Sprint, Huntsman Chemical, State Farm Insurance, and DFW Airport
Shockey	Webster Groves, MO	\$39,920		Yes; (MO): Blue Springs, Des Peres, Ellisville, Kirkwood, Ladue, Maryland Heights, Olivette (This is not a complete list - total municipalities in MO = 19)	(1) Process Planning, (2) Collaborative Planning, (3) Strategic Plan	Founded 1998; Team is made up of former government managers, community planners, strategic planners, communications and public engagement specialists; Facilitated strategic plan for Creve Coeur- FY2018 - 2020 & FY 2023 - 2025
Strategic Government Resources	Keller, TX	\$32,463.10	Cost is Total Estimated Not-to-Exceed; Other than meals, which are billed based on a per diem, travel expenses are billed at exact cost on invoice immediately following the date of service;	Yes; (MO): Gladstone, Kansas City, St. Charles, Parkville; Oak Park, IL; numerous cities in TX.	(1) Advance interviews with Council Members, (2) Strategic Planning Retreats with Council and Workshops with City Staff, (3) Delivery of report detailing key takeaways from the sessions	Founded 2002; Remote Organization with team members located in Missouri; Facilitator recently retired from a 20-year career in city government
Suggs Mediation Specialist Firm	Augusta, MO	\$35,000	Cost is Total Not-to-Exceed	Yes; City of Alton Police	(1) Preparation and Planning, (2) Evening Planning Sessions with Elected Officials, (3) Daytime Planning Sessions with Senior Staff, (4) Final Report and Follow-up	Founded 2023; Ferguson-Florissant School District Strategic Plan; Bi-State Strategic Plan



DEPARTMENT OF COMMUNITY DEVELOPMENT MEMORANDUM

Meeting Date: October 28, 2024

To: Mark Perkins, City Administrator
Mayor and City Council

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

Subject: **Recommendation to Approve an Agreement with HR Green for Professional Traffic and Transportation Engineering Services**

The City utilizes the services of a consulting traffic and transportation engineer to assist the City in the review of traffic impact studies and general traffic matters associated with development proposals. The City's current contract is with Trekk Design Group. The traffic engineer who has assisted the City previously joined another firm and staff felt it was the appropriate time to evaluate how these services are provided. In the past, the developer would be required to hire a traffic engineer to prepare a traffic impact study and the City's consultant would review the study and provide comments. This approach has been successful; however, the result is a lengthier process and additional cost to the applicants as the services for the City's consulting engineer are reimbursed. Staff believes a more efficient approach would be for the City's consulting engineer to prepare the traffic studies and advise on the impacts and recommendations for any required mitigation. Applicants would still have the ability to hire their own engineer; however, we feel this would not be common practice.

In accordance with this new approach, the Department of Community Development issued a Request for Qualifications (RFQ) on September 6, 2024, for traffic engineering services. The RFQ materials were sent to seven local engineering firms known for providing these services. The City received four responses to the RFQ. The submitted firms were: CBB, HR Green, Volkert, and Olsson. A review of the submitted responses was conducted by the Community Development and Public Works staff.

The RFQ was issued for professional services to assist the City in the preparation of traffic impacts studies and to advise the city on traffic, circulation and transportation aspects associated with development proposals. The scope of services requested in the RFQ consists of the following:

- Prepare traffic impact studies based on site development plans submitted to the City by petitioners when requested by City staff. Consultant will advise the City on the scope of the traffic study and participate in MoDOT Traffic Impact Study (TIS) scoping meetings.
- Review site development plans and provide recommendations addressing site circulation, site access, pedestrian access and safety surrounding traffic impacts.

- Attend application review meetings with City staff and petitioners concerning traffic impacts. Attend public hearings and present recommendations to the Planning and Zoning Commission and/or City Council as required.
- Perform other municipal traffic/transportation engineering services that may be requested by the City.

Based on the responses to the RFQ and the interviews, staff believes that HR Green will best meet the needs of the City. HR Green has performed similar services for the City of Cottleville, O'Fallon, MO, and Wildwood. HR Green's senior engineer, who would be our main contact for this work, provided this service to the City from 2006-2015. HR Green's primary client base is government agencies, therefore, the opportunities for conflicts of interest are expected to be minimal.

A resolution has been submitted for City Council approval for the City to enter into an agreement with HR Green to provide the requested professional services under a Master Services Agreement. The terms of the Master Services Agreement (MSA) with HR Green are to provide these services on a non-exclusive, as-needed basis to the City with approval of individual Task Orders outlining the scope of services and estimated costs based on HR Green's staff hourly rate of pay. A template of the Task Order agreement is included with the Master Services Agreement.

The resolution provides for a contract period of five years from the date of approval with the option for renewal at the discretion of the City.

Traffic Study Funding Agreement

Due to the length of time to prepare traffic impact studies, a "Traffic Study Funding Agreement" has been prepared by the City Attorney. This agreement will be used to require upfront payment of anticipated costs based on the approved task order for individual projects. Any shortage of funds will be paid as the review progresses. Similarly, any excess funds will be refunded to the applicant at the conclusion of the review. Staff recommends the approval of this agreement when requests to prepare a traffic study is made prior to the applicant filing a formal application.

Recommendation

Staff recommends approval of the resolution to approve the Master Services Agreement with HR Green to provide traffic and transportation engineering services. Each development project in which the City requests these services will be based upon a task-based scope of services developed by the City and HR Green representatives. Staff also recommends the inclusion of the Traffic Study Funding Agreement to facilitate the cost reimbursement from the developer to the City for these services.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AUTHORIZING EXECUTION OF A MASTER SERVICES AGREEMENT WITH HR GREEN TO PROVIDE TRAFFIC AND TRANSPORTATION ENGINEERING SERVICES ON AN AS-NEEDED BASIS

WHEREAS, the City Council of the City of Creve Coeur recognizes the need for professional transportation and traffic engineering consulting services related to development proposals within the City; and

WHEREAS, such services are necessary to effectively advise the City on these matters; and

WHEREAS, the cost for these services is task related and will be based on the scope of services for each individual development project; and

WHEREAS, the City will use a Traffic Study Funding Agreement in the form of Exhibit B to facilitate the advancement of funds by developers to reimburse the City for these services.

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

Section 1: The agreement between **HR GREEN** and the City of Creve Coeur, attached hereto as Exhibit A to provide traffic and transportation engineering services for the City of Creve Coeur for a period of five (5) years is hereby approved and the City Administrator is authorized to execute same. The agreement as executed shall be in the form of such exhibits with such changes as are consistent with the provisions and intent of this Resolution and necessary to achieve the purposes hereof. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the agreement.

Section 2: This Resolution shall take effect upon approval.

Adopted this 28th day of October, 2024.

Dr. Robert Hoffman
Mayor

Attest:

Kellie Henke
City Clerk



PROFESSIONAL MASTER SERVICES AGREEMENT

For

**City of Creve Coeur
On-Call Traffic Engineering Services**

Jason Jaggi, Director of Community Development
City of Creve Coeur
300 N. New Ballas Road
Creve Coeur, MO 63141
314-432-6000

Dan Shane, PE, PTOE
HR Green, Inc.
520 Maryville Centre Drive, Suite 100
St. Louis, MO 63141
HRG Project No. 2403633

October 15, 2024

TABLE OF CONTENTS

1.0	PROJECT UNDERSTANDING
2.0	SCOPE OF SERVICES
3.0	DELIVERABLES AND SCHEDULES INCLUDED IN THIS AGREEMENT
4.0	ITEMS NOT INCLUDED IN AGREEMENT/SUPPLEMENTAL SERVICES
5.0	SERVICES BY OTHERS
6.0	CLIENT RESPONSIBILITIES
7.0	PROFESSIONAL SERVICES FEE
8.0	TERMS AND CONDITIONS



THIS **AGREEMENT** is between City of Creve Coeur (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

The CLIENT is seeking responses to this Request for Qualifications (RFQ) for non-exclusive on-call third-party professional services to assist the CLIENT in the preparation of traffic impact studies for development proposals and advise the CLIENT on traffic, circulation and transportation aspects of development proposals submitted to the CLIENT. These developments typically consist of medium to large-scale projects including commercial, mixed-use, and multi-family residential applications. The exact services to be performed and the compensation due to the consultant shall be described in Task Orders requested by the CLIENT for each development proposal in accordance with a scope and not-to-exceed fee.

1.2 Design Criteria/Assumptions

The following references will be used to establish assumptions and design criteria for each Task Order:

- Manual on Uniform Traffic Control Devices (MUTCD)
- ITE Trip Generation Manual
- ITE Parking Generation Manual
- Highway Capacity Manual
- AASHTO Greenbook
- National Association of City Transportation Officials (NACTO)
- MoDOT Engineering Policy Guide (EPG)
- St. Louis County Department of Transportation, Roadway Publications and Manuals

1.3 Project Point of Contact

The primary point of contact for the CLIENT shall be:

Jason Jaggi

Director of Community Development

314-872-2504

jjaggi@crevecoeurmo.gov

The primary point of contact for the COMPANY shall be:

Dan Shane

Associate

636-812-4211 (office)

314-803-7662 (cell)

dshane@hrgreen.com

Any changes to the primary points of contact shall be provided to the other party in writing for approval.

The following references will be used to establish assumptions and design criteria for each Task Order:

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

- Prepare traffic impact studies based on site development plans submitted to the CLIENT by petitioners when requested by CLIENT staff. Consultant will advise the CLIENT on the scope of the traffic study and participate in MoDOT Traffic Impact Study (TIS) scoping meetings.
- Review site development plans and provide recommendations addressing site circulation, site access, pedestrian access and safety surrounding traffic impacts.
- Attend application review meetings with CLIENT staff and petitioners concerning traffic impacts. Attend public hearings and present recommendations to the Planning and Zoning Commission and/or City Council as required.
- Perform other municipal traffic/transportation engineering services that may be requested by the CLIENT.

The exact SERVICES to be performed, the schedule for performance, and the compensation due the COMPANY shall be described in Task Orders, Exhibit A, requested by the CLIENT to which the COMPANY will provide a scope and fee estimate. Any tasks or direct costs not specifically included within the Task Order will be the CLIENT's responsibility. Upon acceptance of the scope and fee by CLIENT, the Task Order shall be duly executed by both parties and shall be subject to the terms and conditions of this Master Agreement, except as modified expressly by the Task Order. Task Order fee estimates will be developed on an hourly and expense rate basis using the attached rate schedule Exhibit B, attached hereto and incorporated herein by reference.

3.0 Deliverables and Schedules Included in this Agreement

The COMPANY recognizes that the services and deliverables of COMPANY and others involved in each Task Order are dependent upon the timely performance of COMPANY'S services. Specific deliverables and periods of time for rendering services or specific dates by which services are to be completed will be set forth in each task order.

The schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

4.0 Items not included in Agreement

The following items are not included as part of this AGREEMENT:

- Construction Period Services
- Environmental Review
- GIS Services

Supplemental services not included in the AGREEMENT can be provided by COMPANY under separate agreement, if desired.

5.0 Services by Others

Services which will be subcontracted by the COMPANY may include the following, as necessary depending on the specific needs of each Task Order:

- Traffic Data Collection
- Surveying
- Geotechnical Engineering
- Cultural Resource Surveys

6.0 Client Responsibilities

CLIENT shall do the following in a timely manner so as not to delay the services of COMPANY:

1. Provide design objectives and constraints, capacity and performance requirements, and budgetary limitations for each Task Order;
2. Furnish reports, plans, surveys, and any pertinent information, regarding each Task Order, in its possession that pertain to each Task Order. COMPANY shall have an obligation to independently verify the information contained in reports, plans, surveys and maps, which are furnished by the CLIENT. CLIENT shall notify COMPANY of any known material errors or omissions in the information provided;
3. Furnish design and construction standards;
4. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by COMPANY, obtain advice of attorney, insurance counselor and other COMPANYS as CLIENT deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of COMPANY;
5. Additional responsibilities as outlined in each Task Order.

7.0 Professional Services Fee

7.1 Fees

The CLIENT shall pay COMPANY for services performed as outlined in each Task Order. The fee for services will be based on COMPANY standard hourly rates current at the time the AGREEMENT is signed. These standard hourly rates are subject to change upon 30 days' written notice.

The COMPANY will be allowed to adjust its hourly rate schedule on an annual basis throughout the duration of this Master Services Agreement. An updated Standard Hourly Rate sheet will be submitted to the CLIENT for approval.

7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, COMPANY



may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. In the event that any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorneys' fees.

7.3 Extra Services

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in each Task Order. These service items are considered extra and are billed separately on an hourly basis.

8.0 Duration of Master Services Agreement

COMPANY and CLIENT wish to enter into this Master Service Agreement (MSA) that will govern the relationship between the parties regarding services that COMPANY will provide CLIENT on various CLIENT projects. This MSA will terminate five (5) years from date of the Master Services Agreement and may be renewed when agreed upon in writing by both parties.

9.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

9.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

9.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY'S services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this AGREEMENT, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

9.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed AGREEMENT.

9.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this AGREEMENT, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this AGREEMENT upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this AGREEMENT by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

9.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

9.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY'S employees of the functions and services required under this AGREEMENT.

9.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on COMPANY'S reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

9.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

9.9 Severability

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

9.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

9.11 Third-Party Beneficiaries

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this AGREEMENT are being performed solely for the CLIENT'S benefit, and no other party or entity shall have any claim against the COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this project to carry out the intent of this provision.

9.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Missouri without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this AGREEMENT or the performance of the services shall be brought in a court of competent jurisdiction in the State of Missouri.

9.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and subconsultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with

subcontractors, sub-COMPANYs, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

9.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

9.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

9.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT'S sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT'S use or reuse of the electronic files.

9.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT'S failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

9.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

9.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from

its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY'S express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

9.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT'S expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT'S consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other subconsultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this AGREEMENT unless indicated in the Scope of Services.

9.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY'S control. CLIENT agrees to defend, indemnify, and hold COMPANY, its subconsultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or subconsultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

9.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultant at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory

agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the general contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the general contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S subconsultant shall be indemnified and shall be made additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

9.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and COMPANY, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this AGREEMENT shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

9.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

9.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed \$50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.



9.26 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

Daniel T. Shane, PE,
PTOE

Approved by: _____

Printed/Typed Name: _____

Title: _____ Date: _____

CITY OF CREVE COEUR

Accepted by: _____

Printed/Typed Name: _____

Title: _____ Date: _____



PROFESSIONAL SERVICES TASK ORDER

Project: City of Creve Coeur On-Call Professional Traffic Engineering Services

Task Order #:

Date:

Initiated By:

Project:

This Task Order, made as of _____ day of _____, 2024 is hereby attached to and made part of the Master Services Agreement between the City of Creve Coeur, Missouri (CLIENT) and HR Green, Inc. (COMPANY) for Professional Services dated _____. COMPANY'S Scope of Services for this Task Order is as indicated below:

1. SCOPE OF SERVICES

COMPANY shall furnish all labor, materials, supplies, equipment, supervision and services necessary for and incidental to the performance of this Task Order. Any services to be completed by a subconsultant shall be documented, and the subconsultant proposal to COMPANY shall be included as Attachment A to this Task Order. COMPANY represents that it has thoroughly reviewed the Task Order and Master Services Agreement (MSA) and that it accepts the Task Order and the conditions under which the Task Order is to be performed.

2. ADDITIONAL CLIENT RESPONSIBILITIES

Additional CLIENT responsibilities shall be as set forth in this section.

3. SCHEDULE

The timeframe for work to be completed is from the date of this Task Order agreement through (completion date).

4. COMPENSATION

Total time and expense compensation for services shall not exceed (\$x,xxx) as outlined in Attachment B, and is inclusive of all labor, mileage, and other direct expenses necessary for completion of services.



IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order as of the day and year first above written.

HR GREEN, INC.

Approved by: _____

Printed/Typed Name: _____

Title: _____

Date: _____

CITY OF CREVE COEUR

Accepted by: _____

Printed/Typed Name: _____

Title: _____

Date: _____



ATTACHMENT A – SUBCONSULTANT SERVICES



ATTACHMENT B – TASK BREAKDOWN AND FEE ESTIMATE

Document1



HR GREEN
Billing Rate Schedule
Effective January 1, 2024

Professional Services	Billing Rate
Principal	\$290
Senior Professional	\$235
Professional	\$200
Junior Professional	\$150
Senior Technician	\$145
Technician	\$135
Senior Field Personnel	\$180
Field Personnel	\$140
Junior Field Personnel	\$100
Administrative Coordinator	\$110
Administrative	\$100
Corporate Admin	\$130
Operators/Interns	\$125

Reimbursable Expenses

1. All materials and supplies used in the performance of work on this project will be billed at cost plus 10%.
2. Auto mileage will be charged per the standard mileage reimbursement rate established by the Internal Revenue Service. Survey and construction vehicle mileage will be charged on the basis of \$0.90 per mile or \$85.00 per day.
3. Charges for sub-consultants will be billed at their invoice cost plus 15%.
4. A rate of \$6.00 will be charged per HR Green labor hour for a technology and communication fee.
5. All other direct expenses will be invoiced at cost plus 10%.

TRAFFIC STUDY FUNDING AGREEMENT

THIS TRAFFIC STUDY FUNDING AGREEMENT (the “Agreement”) is made and entered into as of the ____ day of _____, _____, by and between the **CITY OF CREVE COEUR, MISSOURI** (the “City”) and _____ (the “Developer”).

RECITALS

1. The Developer proposes to redevelop property located at _____ (the “Project”). The potential traffic impacts of the Project require professional study.

2. The City requires that such study conducted by a consultant engaged by it to increase confidence in results and will obtain such study, if the Developer advances funds to pay the City’s costs.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Advance of Funds.** The Developer shall advance the City the sum of \$ _____ upon execution of this Agreement (the “Preliminary Funds”). Upon notice from the City that additional funds are required, the Developer shall provide such additional funds. The City may, subject to the terms hereof, use the Preliminary Funds and any additional funds to pay or reimburse the City for payment of actual third party costs incurred by the City for traffic study services provided by its consultants and advisors as the City deems advisable from time to time for the Project. If Developer fails to provide any such payments, the City’s consideration of the Project shall be suspended.

2. **Disbursement.** The City may disburse Preliminary Funds for traffic study related fees and expenses incurred or to reimburse the City for fees and expenses previously paid by the City upon receipt of (a) invoices for work actually performed by consultants and advisors, (b) invoices and/or receipts for out-of-pocket expenses actually incurred by such parties, and (c) such other supporting documentation as may be requested by the City. The City shall use reasonable care in ascertaining that the fees and expenses paid are fair and reasonable.

3. **Copies of Disbursement Requests.** The Developer may request copies of all disbursement records and invoices detailing costs paid.

4. **Study Purposes Only.** This Agreement solely address costs related to consideration of potential traffic impacts of the Project. Nothing herein shall obligate the City to approve the Project.

5. **Developer’s Right of Termination.** The Developer may terminate this Agreement at any time in its sole discretion upon giving the City 10 days’ written notice; whereupon 10 days following the Developer’s delivery of said notice, this Agreement shall be deemed terminated. Upon receipt of such notice, the City will cease incurring expenditures under this Agreement as soon as reasonably possible. The City shall pay to the Developer, within 60 days after the Developer delivers notice of its termination under this Section, all Preliminary Funds or additional funds remaining after the City’s payment of any Disbursement Requests submitted pursuant to this Agreement for work performed through the date of termination.

6. Excess Funds. If the City does not expend all the Preliminary Funds and any additional funds as provided herein, the City shall immediately return the remainder to the Developer after approval or rejection of the Project.

7. No Third-Party Beneficiaries. This Agreement constitutes a contract solely between the City and the Developer. No third party has any beneficial interest in or derived from this Agreement.

8. Notices. All notices and correspondence hereunder shall be in writing and shall be delivered by hand delivery, e-mail, or first-class mail, postage prepaid, to the parties as set forth below:

If to the City:

City of CREVE COEUR
300 N. New Ballas Road
CREVE COEUR, Missouri 63141
Attention: Jason Jaggi, Director of Community Development
Email: Jjaggi@crevecoeurmo.gov

with a copy to:

City of CREVE COEUR
300 N. New Ballas
CREVE COEUR, Missouri 63141
Attention: Mark Perkins, City Administrator
Email: mperkins@crevecoeurmo.gov

If to the Developer:

9. Miscellaneous.

a. Severability. If any provision of this Agreement is unenforceable, the remainder of this Agreement shall be enforced as if such provision were not contained herein.

b. No Waiver. Failure of any party hereto to enforce its rights hereunder at any time shall not be deemed a waiver of any such rights.

c. Representations and Warranties. The Developer and the City each represent and warrant that (i) this Agreement has been duly executed by them or on their behalf, as the case may be, pursuant to due authorization, and is not in violation of any such party's governing documents, charter or ordinances, as the case may be, (ii) no consents are necessary for the execution, delivery, and performance of this Agreement by such party, and (iii) this Agreement is valid, binding and enforceable against such party in accordance with its terms.

d. Assignment. This Agreement may not be assigned by either party without the written consent of the other, provided, however, that the Developer shall have right at any time and from time to time to assign this Agreement to any affiliate or related entity.

e. Counterparts. This Agreement may be executed simultaneously in several counterparts,

each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Preliminary Funding Agreement to be duly executed as of the date first above written.

CITY OF CREVE COEUR, MISSOURI

By: _____
City Administrator

By: _____
Name/Title



Request for Qualifications—City of Creve Coeur, Missouri

Professional Services—Traffic and Transportation Engineering Technical Assistance

Purpose

The purpose of this Request for Qualifications (RFQ) is to identify qualified consultants to provide traffic and transportation engineering services for the City of Creve Coeur.

SCOPE OF SERVICES

OVERVIEW:

The City of Creve Coeur is seeking responses to this Request for Qualifications (RFQ) for non-exclusive on-call third-party professional services to assist the City in the preparation of traffic impact studies for development proposals and advise the City on traffic, circulation and transportation aspects of development proposals submitted to the City. These developments typically consist of medium to large-scale projects including commercial, mixed-use, and multi-family residential applications. The exact services to be performed and the compensation due to the consultant shall be described in Task Orders requested by the City for each development proposal in accordance with a scope and not-to-exceed fee.

The selected consultant will:

- Prepare traffic impact studies based on site development plans submitted to the City by petitioners when requested by City staff. Consultant will advise the City on the scope of the traffic study and participate in MoDOT Traffic Impact Study (TIS) scoping meetings.
- Review site development plans and provide recommendations addressing site circulation, site access, pedestrian access and safety surrounding traffic impacts.
- Attend application review meetings with City staff and petitioners concerning traffic impacts. Attend public hearings and present recommendations to the Planning and Zoning Commission and/or City Council as required.
- Perform other municipal traffic/transportation engineering services that may be requested by the City.

SCHEDULE OF ACTIVITIES:

The anticipated selection process schedule is presented below. If the consultant anticipates difficulties with the proposed delivery schedule, the consultant should so indicate and propose an alternate schedule in the response to the RFQ.

Scope of Work	Work Schedule
Issue Request for Qualifications	September 6, 2024
Responses due to the City	September 27, 2024, 4:30 p.m.
Review of Responses by City Staff	Week of September 30 th , 2024
Selection of Consultant and Negotiate Contract	October 7, 2024
City Council Approval of Resolution and Contract Execution	October 14, 2024

SUBMISSION REQUIREMENTS:

The successful consultant will be able to demonstrate traffic engineering and transportation planning knowledge in the State of Missouri, experience in preparing organized and detailed traffic impact studies with concise recommendations, and experience in presenting these findings to the City's appointed and elected officials. Specifically, the following information should be included in the response:

1. A description of past or present work performed during the past five years by the Consultant similar to those requested.
2. A list of three project references. Please include contact name, telephone number and email address.
3. Description of a recommended project approach and strategy including preliminary milestones and tasks to be completed.
4. Commitment of identified key staff to the project.
5. Ability to complete work in a timely manner.
6. Experience in working with municipal budgets and local government service providers.

Supplemental Information (use additional sheets as necessary):

1. Name of Primary contact, address and phone number.
2. The day(s) and time(s) the primary contact is available.
3. Title and description with resumes of all employees that will be involved in the contract.
4. Provide a brief history of the company.
5. Describe any name or ownership changes in the past five (5) years.
6. Submit a sample copy of your current form contract/agreement with all terms and conditions (subject to review by the City's legal counsel).

EVALUATION CRITERIA:

The City reserves the right to select the Consultant who best meets the “overall” needs of the City of Creve Coeur primarily on the following criteria (not listed in any order of importance):

- The professional and ethical reputation of the consulting firm
- The demonstrated qualifications and expertise in performing the services required
- The qualifications and experience of the staff who will serve as the primary representative to the City. These qualifications include licensure as a Professional Engineer and Professional Traffic Operations Engineer (PTOE) certification.
- The capacity and capability of the firm to perform the work, including specialized services
- The expediency in which the work can be performed
- The past record of performance with respect to control of costs, quality of work and ability of meet schedules
- The firm’s proximity to and familiarity with the City
- Understanding of the work as described in the Scope of Services
- The firm’s ability to satisfy the City’s contract requirements pertaining to insurance
- The commitment to disclose and resolve any conflicts of interest that may arise

SUBMISSION:

Submittals must be submitted to Jason Jaggi, Director of Community Development, Department of Community Development, City of Creve Coeur, Missouri; 300 N. New Ballas Road by **4:30 p.m., Friday, September 27, 2024**. Each response shall consist of one original (identified as such) and one electronic copy on flash/thumb drive of the complete proposal. The file submitted on flash/thumb drive shall include all attachments and signatures, where applicable.

It is the responsibility of the Consultant to ensure that their submittal is received by the City prior to the deadline. Companies mailing proposals should allow ample mail delivery time to ensure timely receipt of their proposals. Proposals received after the deadline for receipt of proposals will not be opened or considered.

Responses must be sealed and clearly labeled “City of Creve Coeur, Missouri RFQ – Traffic Engineering Services” and shall show such information on the outside of the submittal packet. Submissions will not be accepted by facsimile or email transmittal. Do not staple or submit bid in any type of binder; binder clips are acceptable.

Responses will be publicly opened in the Council Chambers at 4:45 pm on Friday, September 27, 2024.

Any questions on the request should be directed to Jason Jaggi, Director of Community Development, at 314-872-2504 or jjaggi@crevecoeurmo.gov

TERMS AND CONDITIONS

QUALIFICATIONS:

All companies shall be licensed, insured, and bonded and shall furnish satisfactory evidence to the City that they have previously performed/provided the types of services as specified elsewhere in this request.

CONTACT WITH CITY OF CREVE COEUR PERSONNEL:

As specified above, all contact with the City should be channeled through the Director of Community Development. No contact with other City employees, officials, or City Council members is to be made by responders throughout the entire process.

RESPONSE MATERIAL OWNERSHIP:

All responses become the property of the City of Creve Coeur, Missouri upon receipt and will only be returned to the responder at the City's option. Selection or rejection of a responder will not affect this right. The City shall have the right to use all ideas or adaptations of the ideas contained in any response received in response to this RFQ. Disqualification of a response does not eliminate this right.

PROPRIETARY INFORMATION:

All material submitted in response to this RFQ will become public record. No proprietary or confidential are to be submitted with the response.

EVALUATION RIGHTS:

The City reserves the right to: a) reject any or all submissions, or to make no selection, b) require modifications to initial submissions, or c) make partial or multiple selections The City reserves the right to select a candidate for negotiation in any manner deemed in the best interest of its citizens.

REJECTION OF SUBMISSIONS:

The City reserves the right to reject any or all submissions received in response to this RFQ, or to cancel this RFQ if it is in the best interest of the City to do so. Failure to furnish all information or to follow the proposal format requested in this RFQ may disqualify the proposal.

INCURRING COSTS:

The City shall not be obligated or be liable for any cost incurred by the Consultant prior to issuance of a contract. All costs to prepare and submit a response to this solicitation shall be borne by the Consultant.

SUBMISSION AND SUPPLEMENTAL MATERIALS:

Submissions shall be submitted to the Director of Community Development. If supplemental materials are required or requested, then they must be submitted to the Director of Community Development as part of the submittal. Supplemental materials will not be accepted after the submissions have been opened,

unless requested. Submission or distribution of unsolicited supplemental materials to the City employees or Officials may result in rejection of the submission.

DISCRIMINATION POLICY:

The City of Creve Coeur advises the public that it does not discriminate against any person on account of race, color, religion, creed, sex, age, ancestry, or national origin, and that such nondiscrimination is extended to procurement of materials and/or the provision of municipal services.

WAIVER:

The City reserves the right to waive any variances from the original RFQ in cases where the variances are considered to be in the best interest of the City.

INSURANCE:

The final contract shall require the selected firm to maintain during the life of the agreement and furnish to the City the appropriate Professional Liability, Commercial General Liability, and Workers Compensation insurance certificates listing the City of Creve Coeur as an "Additional Insured" on General Liability during the Term of the Agreement, and a copy of such "Additional Insured" endorsement must accompany the certificate.

INDEMNITY:

The final contract shall require the selected firm to, at all times, fully indemnify, hold harmless, and defend the City and its officers, members, agents and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of the contract by the Vendor and its employees, or because of any act or omission, neglect or misconduct of the Vendor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise.

Such indemnity shall not be limited by reason of the enumeration of any insurance coverage.

Nothing contained in the final contract shall be construed as prohibiting the City, its directors, officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them.

The selected Consultant shall likewise be liable for the cost, fees and expenses incurred in the City's or the Consultant's defense of any such claims, actions, or suits.

CITY OF CREVE COEUR



MEMORANDUM

Date: October 2, 2024
To: Mark Perkins, City Administrator
From: Natalie Bolten, Recreation Supervisor
CC: Jason Valvero, Director of Recreation
Subject: Concert Series - 2024

The Creve Coeur Parks & Recreation Department planned and executed four concert events for the 2024 summer season held at Millennium Park. These concerts are free and open to the public and are funded from the general fund, community services. Our concerts provide a welcoming and inclusive environment where everyone can enjoy high-quality musical entertainment. Guests can bring their own food and drink or purchase items from the Kiwanis International to enjoy a picnic-like atmosphere that enhances the community spirit.

All concerts are held on the second Thursday of the month from 6:30pm to 8:30pm, with the exception of September having a 6:00pm start time due to daylight hours. The 2024 concert series line up represents an eclectic blend of genres, promising something for all kinds of music lovers.

Concert Series

The Retro Nerds kicked off our first concert on June 13th with our Grand Re-opening of the newly renovated park which included our new bandstand/pavilion for hosting the concerts. We estimated around 400 attendees for the grand opening.

Our second concert was held on July 11th hosting Jeremiah Johnson. This concert was in conjunction with the Plein Air Art Event, hosted by the Arts Committee, where artists were invited to paint landscapes of Creve Coeur and display and sell their piece at the Tappmeyer House during the concert. We had around 350 turn out for this event.

The third concert was in a partnership with the Chamber of Commerce to celebrate the City of Creve Coeur's 75th anniversary. The chamber secured 21 sponsors for the event. The sponsors were advertised on two banners as well as hand held fans that were passed out to the patrons, and each sponsor was provided table and chairs at the event. We had a record breaking turn out with about 650 in attendance for our anniversary celebration hosting the Rock Opera band. Total sponsorships equaled \$4,750, with \$2,125 coming back to the city to help pay for the bands.



Drone photo taken by Creve Coeur Police Dept.
75th anniversary, Aug. 8, 2024

Our September 12th concert was our fourth and last concert with Sean Canan's Voodoo Players. Weather was overcast and cool. We estimated around 250 guests at this final event. Lower attendance could be due to the fact that school is back in session, the overcast weather or due to this was the only concert that was not attached to an additional event.

Cost Summary

A financial recap has been included for review. With the addition of the new band stand/pavilion, we eliminated the cost of renting the Brentwood bandstand for \$1,000 per concert or a total of \$4,000 in 2023.

The total amount of all the bands equalled \$6,900 with a breakdown of the cost per band as follows:

1. Retro Nerds \$1,200
2. Jeremiah Johnson \$2,200
3. Rock Opera \$1,500
4. Sean Canan's Voodoo Players \$2,000

Moving Forward

The Parks and Recreation Department seeks the City Council's feedback for the future concert series. Items to consider:

- Increase the number concerts offered from four to five
- Increase the length of the concerts from 2 hours to 2.5 hours;
- Look into partnering with the Chamber of Commerce for the concert series;
- Add solar lighting to the parking lot; this item is included in current budget.

Saff is looking forward to hearing the City Council's feedback.

CITY OF CREVE COEUR



MEMORANDUM

Date: October 22, 2024
To: Mark Perkins, City Administrator
From: Jason Valvero, Director of Recreation
CC:
Subject: Ice Rink R-22 Switchover Project Update

This memo provides an update on the R-22 switchover project at the Creve Coeur Ice Rink. The construction phase is progressing along and we are reaching the final stages of building the new system.

First Month of Shut-Down

The construction bid was awarded to Total Mechanical and the process of the switchover project began on May 1, 2024. The first critical steps of the project included the removal of the old system, the replacement of the electrical panel and the connection of the temporary ice plant system. The rink was shut-down the entire month May to complete this process. Staff also worked with a paint company to repaint the locker rooms and a floor company to replace the rubber flooring around the rink and in the locker rooms.

Construction Phase

There have been pipe fitters, welders, electricians and general construction workers all working towards the same goal of replacing the old R-22 system with the new ammonia system. The compressor room (which is where the system is located) has been once again filled with miles of pipe, tubing and wire, as well as motors and compressors. The only external equipment that is visible by the public is the condenser tower on the north east corner of the rink.

The remaining weeks of the project will be filled with pressure testing the system, completing the construction of the vestibule, connecting the control system to all the equipment, etc. A project task list follows for the major components through start-up:

1. Mechanical
 - Set evaporative condenser, finish ammonia piping, testing ammonia piping, sprinkler in vestibule
2. Plumbing
 - Eyewash stations, condenser water fill, plumbing vents
3. HVAC
 - Main exhaust fan installation, final ductwork, dampers and louvers
4. General Construction
 - Doors, condenser piers, vestibule, garage door motor and controls

5. Electrical

-Power wiring, controls, lighting, miscellaneous electrical work

6. Insulating Piping and Components

-Glycol piping, ammonia piping and components

7. Water Treatment

-Equipment installation, chemical supply and hook-up

The goal is to be ready for the commissioning process starting in mid-November. The control system needs to be loaded, and all points checked and working. Upon completion, the compressor manufacturer will be on site to do conduct the compressor start up and charging of the system on November 20, 2024. I expect a few days of preparation and a midweek transfer full time to the new system. The rental chiller will be on site for a least a week to ensure that it can be used if there are any issues with the new system.

Expenses

The funds spent to date on the project are as follows:

1. B32 (engineer and designer of the system) – \$178,089 out of the total cost of \$231,700
2. Total Mechanical (construction of the system) - \$1,668,597 out of the total cost of \$2,531,553
3. Change orders are anticipated shortly for additional work needed, but will be under the threshold for our City Administrator to approve of \$50,000. These change orders include: rerouting the plumbing for two new eyewash/shower units in the compressor room and adding a new life safety shut-down button, at the request of the Fire Marshall, that will kill power to everything in the room except for the ventilation system.

Training and Preventative Maintenance

Staff will be trained on the new system and the city will contract with a company to perform the routine maintenance and any needed repairs under one contract. The Fire Marshall will inspect all of the life safety measures before the ammonia can even be put into the system and B32 will create and provide an Emergency Action Plan as part of their services before the system is energized.



MEMORANDUM

DATE: October 23, 2024

TO: Mark Perkins, City Administrator

FROM: Lori Obermoeller, Director of Finance

SUBJECT: First Quarter FY 2025 Financial Analysis

Attached is the financial report for the General Fund, the Municipal Enterprise Fund, the Capital Fund, the Park & Stormwater Fund, the Sewer Lateral Fund and the Public Safety Fund for the 1st quarter of FY 2025. Some of the fluctuations in both revenues and expenditures worth discussion are as follows:

1. General Fund

a. Revenues

Overall, revenues for FY 2025 are \$233,379 more than revenues for the same time period in FY 2024. Below are some of the revenue sources that are worth mentioning:

- Sales Tax is down \$138,036 from FY 2024.
- Utility Taxes are \$11,922 more than FY 2024 with all utilities being up except a slight decrease in telephone and video service fees.
- Intergovernmental is up \$66,814 mainly due to Opioid Revenue (more companies are now part of the settlement).
- Licenses & Permits are \$136,217 higher than last year, with \$30K of this increase coming from new business license fees, thanks to the efforts of an intern who audited businesses for compliance. The remaining increase is due to a site improvement permit for the Olia Village project.
- Court Revenue is down \$29,892.
- Interest Revenue is up \$142,689.
- Other Revenues are up \$39,447 due to the timing of the SLAIT reimbursement check being received this quarter, where we did not receive it until October in 2023.

b. Expenditures

General Fund expenditures are \$795,125 higher compared to the same period in FY 2024. Salaries increased by an average of 7% on July 1, and we are now closer to being fully staffed, unlike last year when there were numerous vacancies. This quarter, we also spent about \$200K on four police vehicles, whereas last year, they were purchased later in the fiscal year. Trash expenses are up by \$82K compared to last year, primarily due to rate increases and a timing issue where last year's September payment wasn't made in the first quarter. Pension costs have increased by approximately \$160K this year due to the transition to LAGERS in September 2023, which resulted in more employees being covered under LAGERS this quarter. Plus, last year we didn't have the Legacy Pension payment as we were transitioning and didn't need to make a payment to the Legacy Plan.

We budgeted a surplus of \$1,206,980, but due to several items not being purchased in F Y2024, we rebudgeted them to FY 2025, so our surplus is now \$914,554. We currently have a deficit of \$238,257, but everything is within budget.

2. Municipal Enterprise Fund

a. Revenues

Overall, Revenues for the Enterprise Fund are up \$25,452 more than what was received for the first quarter of FY 2024. Golf and Ice are both equally responsible for this increase.

b. Expenditures

Expenditures are \$47,112 more than last year due to an increase in salaries and about \$14K in emergency repairs to the Diehlman Center, approximately \$6K more in golf cart lease due to timing of the payments (only 2 payments issued in FY23), \$5k in golf cart emergency repair, about \$5,400 more in electric for the Ice Arena as a result of the temporary ice plant unit running 24/7 until the new system is up and running, and approximately \$3,800 more for part-time in Golf Maintenance as a result of being able to find people to work this year, where we had difficulty in previous years.

We budgeted a surplus of \$27,704 for FY 2025, and we are currently at a surplus of \$47,231.

3. Capital Fund

a. Revenues

Currently, revenues for the Capital Fund are down by \$92,807 compared to last year. This decline is attributed to a \$48,637 decrease in sales tax, a \$26,654 reduction in interest revenue, and a \$17,516 difference from receiving MODOT funds for the Spoede/Olive Signal Project in FY 2024, which we did not have this year.

b. Expenditures

Expenditures are \$884,413 more than last year at this time mainly due to the Ice Rink R-22 Switchover Project and the Concrete Program starting a little earlier this year as compared to last year.

We initially budgeted a surplus of \$522,306; however, due to several projects not being completed in FY 2024 and carrying over to FY 2025, there is now a \$3.9M deficit for FY 2025. The main items contributing to this carryover include \$1.7M for the Ice Rink Switchover, \$1.6M for Concrete Replacement, \$520K for New Ballas Road/Sidewalk Improvements, and \$380K for four pieces of equipment for Public Works. Despite the current \$2.1M deficit, the Capital Fund remains within the overall budget for FY 2025.

4. Parks & Stormwater Fund

a. Revenues

Revenues for the parks and stormwater fund is \$88,653 less than last year with sales tax being down \$56,457 and interest revenue being down almost \$34K.

b. Expenditures

Expenditures are \$233,759 more than last year at this time mainly due to the Venable Park Project being further along than the Millennium Park Project was the prior year. Millennium Park had just begun in September 2023.

We budgeted a deficit of \$1,431,168, but due to carrying over \$660K for the Venable Park Project and over \$364K for two Stormwater Projects from FY 2024, we now have a \$2,487,797 deficit budgeted for FY 2025. We are currently at a deficit of \$19,781 and within budget expectations.

5. Sewer Lateral Fund

c. Revenues

Sewer Lateral Revenue is down 2,578 due to timing of the revenue coming in.

d. Expenditures

Expenditures are \$8,780 more than last year.

Overall, the Sewer Lateral Fund was budgeted with a deficit of \$33,738. We are at a deficit of \$26,085 due to revenue not really coming in until the 2nd quarter, but this is expected.

6. Public Safety Sales Tax Fund

e. Revenues

The Public Safety Sales Tax revenues are \$15,754 more than last year at this time. Sales tax revenue is up \$36,879 with Interest revenue being down \$21,126.

f. Expenditures

Expenditures are \$128,338 more than last year.

All of the operational expenditures for the new police building are in this fund and 20% of the public safety sales tax will go towards the pension payment. In addition, \$799,822 will be transferred to the General Fund to cover the \$284,421 for Public Safety Pension Costs and \$515,401 for the ongoing costs of moving the police officers to 12-hour shifts in FY 2019, police market equity adjustment in FY 2022, police market equity/step program/probationary completion bonus in FY 2023, and market equity for steps in FY 2025.

We have budgeted a \$145,510 surplus for FY 2025, but due to the time-keeping software and the police radios not being purchased in FY 2024, almost \$86K was rebudgeted in FY 2025, reducing the budgeted surplus to \$59,816. The Public Safety Fund currently has a \$129,342 surplus for FY 2025.

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

I would be pleased to respond to any questions.



City of Creve Coeur
Statement of Revenues and Expenditures
As of September 30, 2024
FY 2025

	2025 Annual Budget	2025 Adjusted Budget	2025 1st Qtr YTD	Variance YTD to Adjusted Fav/(Unfav)	YTD As % of Adjusted Budget	2024 1st Qtr YTD	Variance 2024 to 2025 YTD Fav/(Unfav)	2024 YTD As % of 2024 Budget
<u>General Fund Revenues:</u>								
Property Taxes	824,867	824,867	1,285	(823,582)	0.2%	2,833	(1,548)	0.3%
Sales Tax	5,768,377	5,768,377	1,180,827	(4,587,550)	20.5%	1,318,863	(138,036)	21.8%
Utility Taxes	6,485,294	6,485,294	1,865,659	(4,619,635)	28.8%	1,853,737	11,922	29.6%
Intergovernmental	2,211,471	2,211,471	329,694	(1,881,777)	14.9%	262,880	66,814	12.3%
Licenses and Permits	1,160,320	1,160,320	439,077	(721,243)	37.8%	302,860	136,217	26.3%
Charges for Municipal Services	64,000	64,000	28,856	(35,144)	45.1%	23,090	5,766	44.4%
Municipal Court	532,270	532,270	90,609	(441,661)	17.0%	120,501	(29,892)	30.6%
Interest Revenue	750,000	750,000	308,265	(441,735)	41.1%	165,576	142,689	36.8%
Other Revenues	361,504	361,504	127,042	(234,462)	35.1%	87,596	39,447	29.1%
Total Revenues	18,158,103	18,158,103	4,371,316	(13,786,787)	24.1%	4,137,936	233,379	23.5%
<u>General Fund Expenditures:</u>								
Legislative Services	283,720	283,720	59,535	224,185	21.0%	50,397	(9,138)	20.9%
Legal Services	185,548	185,548	25,488	160,060	13.7%	29,852	4,364	15.5%
Administrative Services	839,091	839,091	174,372	664,718	20.8%	164,292	(10,080)	22.1%
Municipal Court	319,523	319,523	58,790	260,734	18.4%	55,293	(3,497)	18.9%
Finance Department	635,103	635,103	164,160	470,943	25.8%	147,301	(16,859)	25.1%
InterDepartmental	623,047	623,047	285,339	337,708	45.8%	248,796	(36,544)	20.1%
Information Systems	280,294	280,294	90,705	189,589	32.4%	88,696	(2,009)	33.0%
Community Services	160,486	160,486	36,975	123,511	23.0%	42,691	5,716	27.5%
Maint. of Municipal Prop.	302,071	302,071	73,728	228,343	24.4%	71,489	(2,239)	23.5%
Police Department	8,655,922	8,916,477	2,197,618	6,718,859	24.6%	1,808,446	(389,172)	20.6%
Public Works - Admin.	657,804	657,804	173,313	484,491	26.3%	108,884	(64,429)	17.7%
Street Maintenance	1,843,010	1,843,010	423,451	1,419,559	23.0%	326,143	(97,308)	18.9%
Health and Environment	874,900	874,900	211,111	663,789	24.1%	129,756	(81,355)	14.8%
Park Maintenance	719,734	719,734	172,006	547,728	23.9%	128,390	(43,616)	20.2%
Community Dev.-Administration	526,532	526,532	102,150	424,382	19.4%	104,068	1,918	27.3%
Community Dev.-Building Div.	910,158	942,029	244,170	697,859	26%	193,291	(50,879)	20.1%
Total Expenditures	17,816,943	18,109,369	4,492,910	13,616,459	24.8%	3,697,785	(795,125)	21.7%
Total Oper. Surplus (Deficit)	341,160	48,734	(121,594)	(170,328)		440,151	(561,746)	
Transfr In From Other Funds	1,365,820	1,365,820	0	(1,365,820)		0	0	
Transfers To Other Funds	500,000	500,000	0	500,000		0	0	
	865,820	865,820	0	(865,820)		0	0	
Operating Revenues Over (under) Expenditures	1,206,980	914,554	(121,594)	(1,036,148)		440,151	(561,746)	



City of Creve Coeur
Statement of Revenues and Expenditures
As of September 30, 2024
FY 2025

	2025 Annual Budget	2025 Adjusted Budget	2025 1st Qtr YTD	Variance YTD to Adjusted Fav/(Unfav)	YTD As % of Adjusted Budget	2024 1st Qtr Actual	Variance 2024 to 2025 YTD Fav/(Unfav)	2024 YTD As % of 2024 Budget
<u>Municipal Enterprise Fund Revenues:</u>								
Golf Course	595,849	595,849	271,365	(324,484)	45.5%	260,104	11,261	47.2%
Food Service	60,500	60,500	23,032	(37,468)	38.1%	22,367	665	37.4%
Ice Arena	837,274	837,274	169,031	(668,243)	20.2%	155,506	13,525	19.8%
Total Revenue	1,493,623	1,493,623	463,428	(1,030,195)	31.0%	437,977	25,452	31.4%
<u>Municipal Enterprise Fund Expenditures:</u>								
Golf Course	729,935	729,935	210,205	519,731	28.8%	178,458	(31,746)	27.9%
Food Service	55,337	55,337	11,751	43,586	21.2%	13,424	1,673	27.1%
Ice Arena	680,647	680,647	194,241	486,406	28.5%	177,203	(17,038)	26.9%
Total Expenditures	1,465,919	1,465,919	416,197	1,049,722	28.4%	369,085	(47,112)	28.1%
Total Oper. Surplus (Deficit)	27,704	27,704	47,231	19,527		68,892	(21,660)	
Operating Revenues Over (Under) Expenditures	27,704	27,704	47,231	19,527		68,892	(21,660)	



City of Creve Coeur
Statement of Revenues and Expenditures
As of September 30, 2024
FY 2025

	2025 Annual Budget	2025 Adjusted Budget	2025 1st Qtr YTD	Variance YTD to Adjusted Fav/(Unfav)	YTD As % of Adjusted Budget	2024 1st Qtr YTD	Variance 2024 to 2025 YTD Fav/(Unfav)	2024 YTD As % of 2024 Budget
Capital Improvement Fund Revenues:								
Intergovernmental	2,320,587	2,320,587	553,759	(1,766,828)	23.9%	602,396	(48,637)	24.4%
Interest Revenue	193,643	193,643	3,143	(190,500)	1.6%	29,796	(26,654)	331.2%
Other Revenues	3,741,360	3,741,360	400	(3,740,960)	0.0%	17,916	(17,516)	0.6%
Total Revenues	6,255,590	6,255,590	557,301	(5,698,289)	8.9%	650,108	(92,807)	11.7%
Capital Improvement Fund Expenditures:								
Personnel	180,226	180,226	43,731	136,496	24.3%	38,659	(5,072)	23.7%
Operating Expenditures	0	0	842	(842)	0.0%	10	(831)	0.0%
Building & Improvements	240,000	268,820	9,300	259,520	3.5%	0	(9,300)	0.0%
Park Development Projects	30,500	1,791,410	449,098	1,342,312	25.1%	9,556	(439,543)	0.3%
Street Overlay/Repair	5,382,300	7,662,490	2,198,748	5,463,742	28.7%	1,578,664	(620,084)	25.9%
Capital Equipment	400,258	779,421	0	779,421	0.0%	190,417	190,417	17.2%
Total Expenditures	6,233,284	10,682,368	2,701,719	7,980,649	25.3%	1,817,306	(884,413)	21.3%
Total Oper. Surplus (Deficit)	22,306	(4,426,778)	(2,144,417)	2,282,360		(1,167,197)	(977,220)	
Transfer in from Gen. Fund	500,000	500,000	0	(500,000)		0	0	
Operating Revenues Over (Under) Expenditures	522,306	(3,926,778)	(2,144,417)	1,782,360		(1,167,197)	(977,220)	



City of Creve Coeur
Statement of Revenues and Expenditures
As of September 30, 2024
FY 2025

	2025 Annual Budget	2025 Adjusted Budget	2025 1st Qtr YTD	Variance YTD to Adjusted Fav/(Unfav)	YTD As % of Adjusted Budget	2024 1st Qtr YTD	Variance 2024 to 2025 YTD Fav/(Unfav)	2024 YTD As % of 2024 Budget
Park & Stormwater Fund Revenues:								
Intergovernmental	2,858,291	2,858,291	649,782	(2,208,509)	22.7%	706,239	(56,457)	23.8%
Interest Revenue	227,624	227,624	3,305	(224,319)	1.5%	37,008	(33,703)	147.7%
Other Revenues	281,643	281,643	1,508	(280,135)	0.5%	0	1,508	0.0%
Total Revenues	3,367,558	3,367,558	654,595	(2,712,963)	0.0%	743,247	(88,653)	0.0%
Park & Stormwater Fund Expenditures:								
Personnel	175,678	175,678	42,518	133,160	24.2%	37,546	(4,972)	25.5%
Operating Expenditures	50	50	542	(492)	0.0%	10	(532)	0.0%
Park Development Projects	2,336,000	3,028,251	586,873	2,441,378	19.4%	348,791	(238,082)	11.4%
Storm water Projects	1,691,000	2,055,378	44,442	2,010,936	2.2%	54,269	9,828	3.8%
Capital Equipment	30,000	30,000	0	30,000	0.0%	0	0	0.0%
Total Expenditures	4,232,728	5,289,357	674,375	4,614,981	0.0%	440,617	(233,759)	0.0%
Total Oper. Surplus (Deficit)	(865,170)	(1,921,799)	(19,781)	1,902,018		302,631	(322,411)	
Transfer out to General Fund	565,998	565,998	0	(565,998)		0	0	
	(565,998)	(565,998)	0	565,998		0	0	
Operating Revenues Over (Under) Expenditures	(1,431,168)	(2,487,797)	(19,781)	2,468,016		302,631	(322,411)	



City of Creve Coeur
Statement of Revenues and Expenditures
As of September 30, 2024
FY 2025

	2025 Annual Budget	2025 Adjusted Budget	2025 1st Qtr YTD	Variance YTD to Adjusted Fav/(Unfav)	YTD As % of Adjusted Budget	2024 1st Qtr YTD	Variance 2024 to 2025 YTD Fav/(Unfav)	2024 YTD As % of 2024 Budget
<u>Sewer Lateral Fund Revenues:</u>								
Intergovernmental	135,500	135,500	305	(135,195)	0.2%	721	(416)	0.5%
Interest Revenue	10,000	10,000	313	(9,687)	3.1%	2,474	(2,162)	1237.2%
Total Revenues	145,500	145,500	617	(144,883)	0.4%	3,195	(2,578)	2.4%
<u>Sewer Lateral Fund Expenditures:</u>								
Personnel Expenditures	18,738	18,738	4,468	14,270	23.8%	4,000	(468)	20.9%
Technical & Personal Services	500	500	0	500	0.0%	0	0	0.0%
Sewer Lateral Reimbursements	160,000	160,000	22,235	137,765	13.9%	13,923	(8,313)	13.9%
Total Expenditures	179,238	179,238	26,703	152,535	14.9%	17,922	(8,780)	15.2%
Total Oper. Surplus (Deficit)	(33,738)	(33,738)	(26,085)	7,653		(14,727)	(11,358)	
Operating Revenues Over (Under) Expenditures	(33,738)	(33,738)	(26,085)	7,653		(14,727)	(11,358)	



	2025 Annual Budget	2025 Adjusted Budget	2025 1st Qtr YTD	Variance YTD to Adjusted Fav/(Unfav)	YTD As % of Adjusted Budget	2024 1st Qtr YTD	Variance 2024 to 2025 YTD Fav/(Unfav)	2024 YTD As % of 2024 Budget
<u>Public Safety Fund Revenues:</u>								
Intergovernmental	1,496,924	1,496,924	357,522	(1,139,402)	23.9%	320,642	36,880	26.0%
Interest Revenue	65,000	65,000	1,438	(63,562)	2.2%	22,564	(21,126)	75.2%
Other Revenues	17,000	17,000	0	0	0.0%	0	0	0.0%
Total Revenues	1,578,924	1,578,924	358,960	(1,202,964)	22.7%	343,206	15,754	27.1%
<u>Public Safety Fund Expenditures:</u>								
Personnel Expenditures	0	0	0	0	0.0%	0	0	0.0%
Operating Expenditures	380,742	401,827	122,294	279,533	30.4%	93,279	(29,015)	24.9%
Capital Expenditures	252,850	317,460	107,324	210,136	33.8%	8,001	(99,323)	3.8%
Total Expenditures	633,592	719,286	229,618	489,668	31.9%	101,280	(128,338)	13.3%
Total Oper. Surplus (Deficit)	945,332	859,638	129,342	(713,296)		241,926	(112,584)	
Transfer out to General Fund	799,822	799,822	0	799,822		0	0	
Operating Revenues Over (Under) Expenditures	145,510	59,816	129,342	86,526		241,926	(112,584)	

Investments - September 30, 2024

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

Investment	CUSIP Tracking #	Instrument	Holder	Quantity	Premium / Discount	Principal	Market Value	YTM	Purchase Date	Maturity Date	Call Date	Years
FHLB	3130ANRB8	US Govt Bonds	MBS	500,000.00		500,000.00		0.550%	9/17/2021	12/17/2024		3.3
FHLB	3130AQHS5	US Govt Bonds	MBS	250,000.00		250,000.00		1.250%	1/28/2022	1/28/2025		3.0
FHLB	3130AQWD1	US Govt Bonds	MBS	1,000,000.00		1,000,000.00		1.650%	2/28/2022	2/28/2025		3.0
FHLB	3130ARPL9	US Govt Bonds	MBS	500,000.00		500,000.00		3.125%	4/29/2022	4/29/2025		3.0
FFCB	3133EM3E0	US Govt Bonds	MBS	450,000.00		450,000.00		0.610%	9/9/2021	5/23/2025		3.8
	3134GX3A0	US Govt Bonds		250,000.00		250,000.00		4.750%	9/30/2022	9/30/2025		3.0
FHLB	3130ANJV3	US Govt Bonds	MBS	350,000.00		350,000.00		0.750%	9/9/2021	12/26/2025		4.3
FHLB	3130ALZM9	US Govt Bonds	MBS	500,000.00		500,000.00		1.030%	4/29/2021	4/29/2026		5.0
FFCB	3133ENWF3	US Govt Bonds	MBS	500,000.00		500,000.00		3.550%	5/11/2022	5/11/2026		4.0
FHLB	3130AMU75	US Govt Bonds	MBS	1,000,000.00		1,000,000.00		0.900%	6/30/2021	6/26/2026		4.11
FHLB	3130ANE30	US Govt Bonds	MBS	500,000.00		500,000.00		0.500%	7/29/2021	7/29/2026		5.0
FHLB	3130ANRT9	US Govt Bonds	MBS	500,000.00		500,000.00		0.550%	9/14/2021	8/25/2026		4.11
FFCB	3133EM3Y6	US Govt Bonds	MBS	500,000.00		500,000.00		0.930%	9/2/2021	9/1/2026		4.11
FHLB	3130AQJM6	US Govt Bonds	MBS	245,000.00		245,000.00		1.700%	1/28/2022	1/28/2027		5.0
FHLB	3130ARAH4	US Govt Bonds	MBS	500,000.00		500,000.00		2.350%	3/29/2022	3/29/2027		5.0
FFCB	3133ENYA2	US Govt Bonds	MBS	500,000.00		500,000.00		3.450%	6/6/2022	6/1/2027		4.11
FHLM	3134GXC85	US Govt Bonds	MBS	500,000.00		500,000.00		3.500%	7/21/2022	7/21/2027		5.0
Total Pooled Fund US Govt Bonds				8,295,000.00	-	8,295,000.00						
Pentagon Fed Cr Un	70962LAJ1			245,000.00		245,000.00		0.500%	9/1/2021	9/3/2024		3.0
Pacific Premier Bk	69478QQG7			245,000.00		245,000.00		3.450%	9/9/2022	9/9/2024		2.0
Kemba Finl Cr Un	48836LAK8			245,000.00		245,000.00		3.650%	9/21/2022	9/23/2024		2.0
Bank Ozk	06417NYJ6	CD	MBS	245,000.00		245,000.00		0.350%	4/8/2021	10/8/2024		3.6
Industrial & Coml Bk	45581ECT6	CD	MBS	245,000.00		245,000.00		0.600%	10/18/2021	10/18/2024		3.0
USAlliance FCU	90352RBY0	CD	MBS	245,000.00		245,000.00		0.700%	10/29/2021	10/24/2024		2.11
TCM Bank	872308FG1	CD	MBS	245,000.00		245,000.00		0.700%	11/15/2021	11/15/2024		3.0
Lea Conty St Bk	523744AW0	CD	MBS	245,000.00		245,000.00		0.750%	12/10/2021	12/10/2024		3.0
USF Fed Cr Un	90353EAW3	CD	MBS	245,000.00		245,000.00		0.850%	12/21/2021	12/20/2024		2.11
1st National Bk	32117BEN4	CD	MBS	245,000.00		245,000.00		0.950%	12/30/2021	12/30/2024		3.0
Beal Bank	07371AVZ3	CD	MBS	245,000.00		245,000.00		1.150%	2/2/2022	1/29/2025		2.11
Beal Bank	07371CZK8	CD	MBS	245,000.00		245,000.00		1.500%	2/2/2022	1/29/2025		2.11
Burke & Herbert Bk	121331AN2	CD	MBS	245,000.00		245,000.00		3.450%	8/5/2022	2/2/2025		2.5
Lafayette Fed Cr Un	50625LAT0	CD	MBS	245,000.00		245,000.00		0.350%	2/12/2021	2/12/2025		4.0
Amerant Bank	02357QAR8	CD	MBS	245,000.00		245,000.00		1.650%	2/28/2022	2/28/2025		3.0
American Express Natl Bk	02589ABM3	CD	MBS	245,000.00		245,000.00		1.800%	3/7/2022	3/3/2025		2.11
Safra Natl Bk	78658RHM6	CD	MBS	245,000.00		245,000.00		2.000%	3/23/2022	3/24/2025		3.0
Technology Cr Un	87868YAN3	CD	MBS	245,000.00		245,000.00		5.000%	4/26/2023	4/28/2025		2.0
Pinnacle Bk	72345SLM1	CD	MBS	200,000.00		200,000.00		4.800%	5/13/2023	5/8/2025		1.11
LCA Bank	066519QT9	CD	MBS	245,000.00		245,000.00		0.700%	11/29/2021	5/29/2025		3.6
Discover Bk	254673F68	CD	MBS	245,000.00		245,000.00		3.100%	6/1/2022	6/2/2025		3.0
Ally Bk	02007GRY1	CD	MBS	245,000.00		245,000.00		3.050%	6/2/2022	6/2/2025		3.0
Axiom Bk	05464LBS9	CD	MBS	245,000.00		245,000.00		0.750%	12/14/2021	6/13/2025		3.5
Sallie Mae	795451BQ5	CD	MBS	245,000.00		245,000.00		3.400%	7/6/2022	7/7/2025		3.0
Trustone Finl CU	89841MAE7	CD	MBS	245,000.00		245,000.00		3.250%	7/19/2022	7/21/2025		3.0
Credit UN of TX	22551KAB8	CD	MBS	245,000.00		245,000.00		3.300%	7/22/2022	7/22/2025		3.0
Luana Svgs Bank	549104WP8	CD	MBS	245,000.00		245,000.00		0.350%	2/19/2021	8/19/2025		4.6
Ufirst Fed Cr Un	902684AA7	CD	MBS	245,000.00		245,000.00		4.700%	2/22/2023	8/22/2025		2.6
Mountain Amer Fed CU	62384RAL0	CD	MBS	245,000.00		245,000.00		3.500%	8/31/2022	8/29/2025		2.11
Connex Cr Un	208212AY6	CD	MBS	245,000.00		245,000.00		3.500%	8/31/2022	8/29/2025		2.11
Skyone Fed Cr Un	83088XAD0	CD	MBS	245,000.00		245,000.00		3.600%	8/30/2022	9/1/2025		3.0
Flagstar Bk	33847GJX1	CD	MBS	244,000.00		244,000.00		4.900%	7/25/2024	9/25/2025		1.2
Great Southn Bk	39120VTB0	CD	MBS	245,000.00		245,000.00		4.500%	10/20/2022	10/20/2025		3.0
Sharonview Fed CU	819866BR4	CD	MBS	245,000.00		245,000.00		5.000%	10/31/2022	10/31/2025		3.0
Barclays Bk	06740KNT0	CD	MBS	245,000.00		245,000.00		1.000%	12/15/2021	12/15/2025		4.0

Investments - September 30, 2024

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

Investment	CUSIP Tracking #	Instrument	Holder	Quantity	Premium / Discount	Principal	Market Value	YTM	Purchase Date	Maturity Date	Call Date	Years
Connexus Cr Un	20825WAQ3	CD	MBS	245,000.00		245,000.00		1.050%	12/23/2021	12/23/2025		4.0
JPMorgan Chase Bk	48128UXU8	CD	MBS	245,000.00	-	245,000.00		0.500%	1/22/2021	1/22/2026		5.0
Coastlife Cr Un	19058LAB0	CD	MBS	245,000.00		245,000.00		4.650%	2/13/2023	2/13/2026		3.0
Raiz FCU	75102EAF5	CD	MBS	245,000.00		245,000.00		4.650%	2/17/2023	2/17/2026		3.0
BMO Harris BK	05600XBY5	CD	MBS	245,000.00		245,000.00		0.550%	2/18/2021	2/18/2026		5.0
State Bank India Chicago	856283S49	CD	MBS	245,000.00	-	245,000.00		0.650%	2/25/2021	2/25/2026		5.0
Live Oak Bkg Co	538036NY6	CD	MBS	245,000.00	-	245,000.00		0.750%	3/16/2021	3/16/2026		5.0
City of Boston Cr Un	178581AD6	CD	MBS	245,000.00		245,000.00		0.450%	3/30/2021	3/30/2026		5.0
Bankunited Natl	066519QT9	CD	MBS	245,000.00	-	245,000.00		0.950%	3/31/2021	3/31/2026		5.0
Eaglemark Svgs Bank	27004PBD4	CD	MBS	245,000.00		245,000.00		0.700%	4/7/2021	4/7/2026		5.0
Peoples Sec Bank & Trust	712303BH8	CD	MBS	244,000.00		244,000.00		4.900%	4/21/2023	4/21/2026		3.0
Clearpath Fed Cr Un	18507MAB7	CD	MBS	248,000.00		248,000.00		5.100%	4/26/2023	4/27/2026		3.0
Sunwest Bk	86804DCW6	CD	MBS	245,000.00		245,000.00		0.700%	4/30/2021	4/30/2026		5.0
Denver Savgs Bk	249398BY3	CD	MBS	245,000.00		245,000.00		0.700%	5/5/2021	5/5/2026		5.0
Greenstate Cr UN	39573LBL1	CD	MBS	245,000.00		245,000.00		0.900%	6/16/2021	6/16/2026		5.0
Medallion Bank	58404DKV2	CD	MBS	245,000.00		245,000.00		0.800%	6/30/2021	6/30/2026		5.0
Toyota Finl Svgs Bk	89235MLC3	CD	MBS	245,000.00		245,000.00		0.950%	7/12/2021	7/15/2026		5.0
Marine Fed Cr Un	56824JAX2	CD	MBS	245,000.00		245,000.00		4.600%	7/30/2024	7/30/2026		2.0
Bank Newport	06647JAV6	CD	MBS	245,000.00		245,000.00		3.500%	8/3/2022	8/3/2026		4.0
DR Bank CTF	23344RAE7	CD	MBS	245,000.00		245,000.00		3.600%	9/9/2022	9/9/2026		4.0
Texas Exchange Bank	88241TLX6	CD	MBS	129,000.00		129,000.00		1.050%	10/8/2021	10/8/2026		5.0
Synchrony Bank	87164YE34	CD	MBS	245,000.00		245,000.00		1.000%	10/22/2021	10/22/2026		5.0
Institution For Svgs	45780PAZ8	CD	MBS	245,000.00		245,000.00		1.000%	10/28/2021	10/28/2026		5.0
Merrick Bk South	59013KNY8	CD	MBS	245,000.00		245,000.00		0.900%	10/29/2021	10/29/2026		5.0
Jonesboro St Bk	48040PKT1	CD	MBS	245,000.00		245,000.00		0.750%	11/5/2021	11/5/2026		5.0
Capital One Bk	14042TDW4	CD	MBS	245,000.00		245,000.00		1.100%	11/17/2021	11/17/2026		5.0
Community Bk	203485AC1	CD	MBS	245,000.00		245,000.00		1.150%	12/22/2021	12/22/2026		5.0
Rogue Cr Un	77535MA;7	CD	MBS	245,000.00		245,000.00		5.050%	1/20/2023	1/20/2027		4.0
Workders Fed Cr Un	98138MBE9	CD	MBS	245,000.00		245,000.00		4.850%	1/27/2023	1/27/2027		4.0
Metro Cr Un	59161YAP1	CD	MBS	245,000.00		245,000.00		1.700%	2/18/2022	2/18/2027		5.0
Valley Natl Bk	919853LA7	CD	MBS	244,000.00		244,000.00		4.600%	4/2/2024	4/2/2027		3.0
BOFK Natl Assn	05572YGM8	CD	MBS	245,000.00		245,000.00		4.950%	4/26/2023	4/26/2027		4.0
Farmers & Merchants Bank	307811GL7	CD	MBS	245,000.00		245,000.00		4.850%	4/2/2023	4/28/2027		4.0
CIBC Bk	12547CBF4	CD	MBS	244,000.00		244,000.00		4.450%	5/16/2023	5/14/2027		3.11
Univest Natl Bk	91527PBZ9	CD	MBS	245,000.00		245,000.00		4.500%	5/16/2023	5/17/2027		4.0
West Town Bk & Tr	956310BN5	CD	MBS	245,000.00		245,000.00		5.250%	6/16/2023	6/16/2027		4.0
Method Bk	59151MAP9	CD	MBS	245,000.00		245,000.00		5.300%	7/14/2023	7/14/2027		4.0
First Technology	33715LDZ0	CD	MBS	245,000.00		245,000.00		3.600%	7/15/2022	7/15/2027		5.0
Pittsburgh City Hall	72500MAA3	CD	MBS	245,000.00		245,000.00		3.600%	8/16/2022	8/16/2027		5.0
Chartway Fed Cr Un	16141BAQ4	CD	MBS	245,000.00		245,000.00		5.000%	9/8/2023	9/8/2027		4.0
Utah First Fed Cr Un	91739JAC9	CD	MBS	245,000.00		245,000.00		5.200%	10/30/2023	10/29/2027		3.11
Bank Five Nine	062119BX9	CD	MBS	245,000.00		245,000.00		4.300%	5/19/2023	11/19/2027		4.6
Ledyard Natl Bank	523343AC5	CD	MBS	244,000.00		244,000.00		4.150%	12/29/2023	12/29/2027		4.0
UBS Bk	90355GJX5	CD	MBS	245,000.00		245,000.00		4.050%	12/29/2023	12/29/2027		4.0
Wells Fargo Bk	949764KW3	CD	MBS	245,000.00		245,000.00		4.100%	1/17/2024	1/18/2028		4.0
BNY Mellon	05584CLD6	CD	MBS	230,000.00		230,000.00		4.000%	1/29/2024	1/31/2028		4.0
United FID Bk	910286HS5	CD	MBS	245,000.00		245,000.00		0.073%	4/19/2024	4/19/2028		4.0
CIBM Bk	12545JBB0	CD	MBS	245,000.00		245,000.00		5.000%	5/17/2023	5/17/2028		5.0
Riverbank	76857RCL6	CD	MBS	245,000.00		245,000.00		5.100%	5/23/2023	5/23/2028		5.0
Dort Finl Cr Un	25844MAW8	CD	MBS	245,000.00		245,000.00		4.350%	5/24/2023	5/24/2028		5.0
American B,	02437PAV5	CD	MBS	245,000.00		245,000.00		4.150%	7/30/2024	7/31/2028		4.0
United Natl Bk	91103MDY9	CD	MBS	245,000.00		245,000.00		4.100%	7/30/2024	7/31/2028		4.0
Baxter Cr Un	07181JBB9	CD	MBS	245,000.00		245,000.00		4.900%	8/22/2023	8/22/2028		5.0
FieldPoint Private Bk & Tr	31657FAQ1	CD	MBS	245,000.00		245,000.00		5.600%	9/29/2023	9/28/2028		4.11
Peoples Bk	71050LBT9	CD	MBS	244,000.00		244,000.00		4.250%	4/14/2024	4/17/2029		5.0
SCE Fed Cr Cun	78413RAR8	CD	MBS	245,000.00		245,000.00		4.250%	4/17/2024	4/17/2029		5.0
Morgan Stanley	61768E6N8	CD	MBS	244,000.00		244,000.00		4.550%	7/3/2024	7/3/2029		5.0
Altaone Fed Cr Un	02157RAA5	CD	MBS	245,000.00		245,000.00		4.450%	7/19/2024	7/19/2029		5.0
Magyar Bk	55977RCD3	CD	MBS	244,000.00		244,000.00		4.100%	7/30/2024	7/30/2029		5.0
Nicolet Natl Bk	654062LZ9	CD	MBS	245,000.00		245,000.00		4.100%	7/31/2024	7/31/2029		5.0
Leaders Cr Un	52171MAN5	CD	MBS	245,000.00		245,000.00		4.000%	8/30/2024	8/30/2029		5.0

Investments - September 30, 2024													
POOLED FUNDS (GENERAL FUND, CAPITAL, P&S, SEWER LATERAL, PUBLIC SAFETY)													
Investment	CUSIP Tracking #	Instrument	Holder	Quantity	Premium / Discount	Principal	Market Value	YTM	Purchase Date	Maturity Date	Call Date	Years	
Total Pooled Fund CDs				22,604,000.00	-	22,604,000.00							
ESCROW FUND													
Investment	CUSIP Tracking #	Instrument	Holder	Quantity	Premium / Discount	Principal	Market Value	YTM	Purchase Date	Maturity Date	Call Date	Years	
Numerica Cr Un	67054NBA0	CD	MBS	245,000.00		245,000.00		4.200%	11/4/2022	11/4/2024		2.0	
Farmers Ins Group Fed Cr Un	30960QAV9	CD	MBS	245,000.00		245,000.00		4.600%	1/26/2024	1/26/2026		2.0	
Bank of America	06051XCB6	CD	MBS	244,000.00		244,000.00		4.800%	4/4/2024	4/6/2026		2.0	
First Merchants Bk	32082BFS3	CD	MBS	244,000.00		244,000.00		4.800%	6/28/2024	6/29/2026		2.0	
Total Escrow Fund				978,000.00	-	978,000.00							
TOTAL INVESTMENTS FOR ALL FUNDS						31,877,000.00							
Total Investments by Holder			FHN			-							
			MBS			31,877,000.00							
			MOSIP			-							
			TOTAL INVESTMENTS			31,877,000.00							
			MBS UNVEST CASH										
						31,877,000.00							