



**REGULAR MEETING
AGENDA
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
JANUARY 13, 2025
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/88955935486>

phone: 1 312 626 6799

Webinar ID: 889 5593 5486

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

The City Council will hold Special Work Sessions on January 24 and 25, 2025, to discuss the City's Strategic Plan for 2026–2028.

CONSENT AGENDA

1. Approval of December 9, 2024, Regular Meeting Minutes

2. Documents for Destruction

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

3. Ladue School District Donation

Summary: Ladue School District would like to donate a Radar Activated Speed Limit Sign to the city for installation by city crews in the Spoele Elementary



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School Zone. The value of the sign is in excess of \$1,500.00 and requires Council approval for acceptance.

BILLS PAYABLE REPORT

For Information Only: Invoices Paid Listing 12/5/24 to 1/8/25

UNFINISHED BUSINESS

- 4. Substitute Bill No. 6150 - An Ordinance regulating Electric Vehicle Charging and Amending Section 405.1080.B.2.A, Section 405.120 Definitions, Section 405.210 Table A, Section 405.460 Accessory Uses and Structures, Section 405.470 Conditional Uses, and Replacing Section 405.860 Reserved of the Zoning Ordinance. Final Reading and Passage.**
Summary: Jason Jaggi, Director of Community Development, of the City of Creve Coeur has submitted a text amendment application to establish electric vehicle (EV) charging station zoning regulations and provide associated terminology. The proposed amendments would allow Level 1 and Level 2 charging stations as permitted accessory uses subject to certain criteria within Section 405.460 of the zoning code. Direct Current Fast Charging (DCFC) stations, as accessory uses, would require a site plan with Planning and Zoning Commission approval subject to specific standards being met. Stand-alone Direct Current Fast Charging (DCFC) stations would be added as a new conditional use with regulations established within Section 405.470 for Planning and Zoning Commission and City Council approval. A new Section 405.860 would be created to require EV charging stations or EV-ready infrastructure for new commercial and multi-family construction and major modifications to commercial and multi-family uses with associated parking facilities. 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. The Commission recommended approval at its December 2, 2024 meeting.

NEW BUSINESS

- 5. Bill No. 6151 - An Ordinance regulating signage for NAICS 441110 New Car Dealerships in Section 405.950.J of the Code of Ordinances of the City of Creve Coeur. First Reading.**
Summary: Kendall Hutson, Custom Facilities, on behalf of Jenal Zak, Spirit Lexus, has submitted a zoning ordinance text amendment application to provide



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signage standards for New Car Dealers (NAICS 441110). The submitted application would amend Section 405.950.J. of the Sign Regulations to regulate exterior signage for New Car Dealers. Currently, the zoning code does not provide signage provisions for New Car Dealers that are not part of a multi-dealership campus. The proposed sign standards for New Car Dealers include wall signs, monument signs, and directional signs. The applicant plans to seek approval of signage in accordance with these requirements for the Spirit Lexus dealership currently under construction at 10176 Corporate Square Drive upon approval of the text amendment. 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. The Planning and Zoning Commission recommended approval at the December 16, 2024 meeting.

6. Bill No. 6152 - An Ordinance amending Section 635.330 of the Code of Ordinances of the City of Creve Coeur. First Reading.

Summary: The proposed amendment to city code is required due to changes in state law definition of video service. The amendment excludes video streaming content among other changes from the definition of video service. The effect of the change is to preclude the imposition of fees for use of rights of way on streaming services.

7. Bill No. 6153 - An Ordinance authorizing the Cost Share Agreement between the City Council of the City of Creve Coeur, Missouri and the Metropolitan Park and Recreation District D/B/A The Great Rivers Greenway District regarding the development of the Centennial Greenway. First Reading.

Summary: The City and Great Rivers Greenway (GRG) desire to enter into a Cost Share agreement for the Centennial Greenway. The City would submit an application for receipt of up to \$4,670,000 in federal grant funds under the Congestion Mitigation and Air Quality (CMAQ) program. The City would pay the refundable fee of \$23,350 for such application. If the grant is awarded GRG would provide the local matching funds up to \$3,000,000. The City would be responsible for ordinary operations and maintenance of the Greenway, with the exception of the any bridge over Highway 67 and any mechanically stabilized earth walls.

8. Resolution No. 1766 - A Resolution approving an amendment to the Olia Village Planned Zoning District Site Concept Plan and Phase 1 Site



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Development Plan affecting the Tree Preservation Plan and Phase 1 Planting Plan.

Summary: Matt Pfund of Jack Matthews Development, representing 10300 Olive, LLC, has submitted an application for amendments to the Site Concept Plan and Phase 1 Site Development Plan for the Olia Village Planned Mixed-use Zoning District. The proposed amendments apply to the Tree Preservation Plan and Phase 1 Landscape Plan. The proposed changes involve additional tree removals and revised planting plans for the first phase of the project within the residential buffer area in association with the construction of a portion of the retaining wall. No changes to the location of the retaining wall are proposed. Pursuant to Section 405.390.Q. of the Zoning Ordinance, amendments to the Site Concept and Site Development plans within Planned Zoning Districts require Planning and Zoning Commission review and final approval by resolution of the City Council. The Planning and Zoning Commission recommended approval at the January 8, 2025 special meeting.

9. Resolution No. 1767 - A Resolution of the City Council of the City of Creve Coeur, Missouri authorizing the execution of a contract with Raineri Construction for the Lindbergh/Old Olive Improvement Project for the amount of \$2,058,191.78.

Summary: The re-establishment of a signalized intersection at Lindbergh Blvd and Old Olive is a key component of the Old Olive Great Streets Plan and the 39 North Master Plan. The project has been included in the City's Capital Improvement Program for several years. City staff has reviewed bids that were submitted in December for the Lindbergh/Old Olive Improvement Project and recommends that the City enter into a contract with Raineri Construction to build the project. The primary funding source for this project will be federal Surface Transportation Program (STP), Missouri Cost-Share, and Governor's Cost-Share grants that were awarded to the City in 2020 & 2021. These grants are administered by the Missouri Department of Transportation (MoDOT), and MoDOT has recently indicated their concurrence with this recommendation of award.

10. Resolution No. 1768 - A Resolution of the City Council of the City of Creve Coeur, Missouri, authorizing the City of Creve Coeur to enter into a five-year subscription with Idemia Identity and Security USA, LLC for a new Livescan device and printer for the not-to-exceed amount of \$23,368.00.

Summary: A resolution authorizing a five-year subscription with Idemia Identity



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and Security USA, LLC for a new Livescan device and printer. The Missouri State Highway Patrol mandates that law enforcement agencies use Livescan, an inkless electronic fingerprinting system, to ensure consistency in quality and efficiency when capturing and submitting fingerprints.

BUSINESS FROM MAYOR AND CITY COUNCIL

11. Council Liaison Reports

BUSINESS FROM CITY ADMINISTRATOR

ADJOURNMENT

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

Posted by: _____

Date/Time posted: _____

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



**REGULAR MEETING
MINUTES
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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, December 9, 2024, at 7:00 p.m.

PLEDGE OF ALLEGIANCE

Mayor Hoffman led the Pledge of Allegiance.

ROLL CALL

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

Staff Present: City Administrator Mark Perkins, City Attorney Carl Lumley, Director of Community Development Jason Jaggi, Director of Finance Lori Obermoeller, Director of Public Works Jim Heines, Assistant Director of Public Works/City Engineer Steven Berez, Chief of Police Jeffrey Hartman, Chief Building Official Gregory Tate, Information Systems Coordinator Chris Tumbarello, Finance Manager Tracy Brothers, and City Clerk Kellie Henke.

COMMENTS FROM THE GENERAL PUBLIC

Cyndi Davis, a resident of 1028 Fernview Drive, requested that sidewalks along Fernview Drive be placed on the west side, instead of the east side, noting the greater number of driveways on the east side as a concern. Ms. Davis also asked for a stop sign to be installed at the intersection of Fernview and Ferntop. Mayor Hoffman noted that he would discuss the stop sign request with the Chief of Police after the meeting.

Mayor Hoffman congratulated De Smet on their victory in the Missouri Class 6 State Football Championship.



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ACCEPTANCE OF THE AGENDA

RESULT: APPROVED (UNANIMOUS)

MOVER: Saunders

SECONDER: Hoffman

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

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

ANNOUNCEMENTS

The City Council meets the 2nd and 4th Monday of each month

6:00 p.m. - 7:00 p.m. - Work Session

7:00 p.m. - Regular Meeting of the City Council

The next regular meeting of the City Council will be held on January 13, 2025

PRESENTATION

1. Annual Comprehensive Financial Report for Year Ending June 30, 2024.

Victoria Dailey of Sikich CPA LLC presented the results of the Annual Comprehensive Financial Report (ACFR) for the fiscal year ending June 30, 2024, along with the auditor's report on internal controls, and single audit report (see Exhibit A).

Director of Finance Lori Obermoeller stated the Audit Committee reviewed the reports and had no comments or changes. Ms. Obermoeller also thanked Finance Manager Tracy Brothers and Ms. Dailey for their hard work and collaboration during the audit review.

CONSENT AGENDA

RESULT: APPROVED (UNANIMOUS)

MOVER: Saunders

SECONDER: Carney

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

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

2. Approval of November 25, 2024, City Council Work Session Minutes



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3. Approval of November 25, 2024, Regular City Council Meeting Minutes

4. Documents for Destruction

BILLS PAYABLE REPORT

For Information Only: Invoices Paid Listing 11-21-24 to 12-04-24

UNFINISHED BUSINESS

There is no Unfinished Business.

NEW BUSINESS

5. Bill No. 6149- An Ordinance revising Chapters 500, 505, and 510 of the City Code of Ordinances of the City of Creve Coeur by adopting certain 2021 ICC Codes and making other changes. First Reading.

City Clerk read Bill No. 6149 for the first time.

Chief Building Official Gregory Tate gave a brief overview of the proposed adoptions and revisions with an anticipated effective date of April 1, 2025.

Council Member Spence thanked Mr. Tate for his work on the adoption, revisions, and presentation to the Council made on November 25, 2024.

City Administrator Mark Perkins asked for an amendment to Section R105.5.2 regarding demolition refuse dumpsters, clarifying that such dumpsters may only be placed on properties after a demolition permit has been issued. Mr. Perkins reminded the Council that following the first reading, a mandatory 90-day public review and comment period would begin, after which the amendment would be brought back to the Council for final review and approval.

Council Member Saunders made a motion, seconded by Council Member Newman, to amend R105.5.2 as stated.



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RESULT: AMENDMENT APPROVED (UNANIMOUS)

MOVER: Saunders

SECONDER: Newman

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

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

6. Bill No. 6150 - An Ordinance regulating Electric Vehicle Charging and Amending Section 405.1080.B.2.A, Section 405.120 Definitions, Section 405.210 Table A, Section 405.460 Accessory Uses and Structures, Section 405.470 Conditional Uses, and Replacing Section 405.860 Reserved of the Zoning Ordinance. First Reading.

City Clerk read Bill No. 6150 for the first time.

Director of Community Development Jason Jaggi provided an overview of the proposed amendments (see Exhibit B), explaining that the regulations would apply to all zoning districts except single-family residential uses within single-family residential zoning districts and condominiums. Mr. Jaggi outlined the three key components of the amendments: EV charging definitions, standards and review processes, and EV-Ready infrastructure. He stated that the proposed regulations would classify EV chargers as an Accessory Use in Non-Residential Districts, with Level 1 and Level 2 chargers being reviewed at the staff level and Level 3 chargers requiring review by the Planning and Zoning Commission. Larger standalone stations, similar to gas stations, would require a Conditional Use Permit.

Mr. Jaggi also discussed the proposed requirements for EV charging spaces in new developments, noting that these would apply to major renovations requiring Site Development Plan review. However, these requirements would not apply to churches, non-profits, or single-family residential uses. He noted that the Planning and Zoning Commission recommended approval of the amendments at their recent meeting.

Council Member Saunders asked if there are standards for signage that should be referred to or defined. Mr. Jaggi responded that while there are no specific standards, examples could be provided to illustrate what is considered appropriate.

In response to a question from Council Member Martinich, Mr. Jaggi confirmed that these amendments would impact the new development in Olia Village. He explained that the development plan for Olia Village includes requirements for proposing EV charging infrastructure associated with the site plan for each phase, and these amendments would serve as a guide for those proposals.



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Council Member Spence asked about the calculation for required parking spaces. Mr. Jaggi confirmed that the number is rounded up to the nearest whole number. Council Member Spence also inquired about any requests for solar-powered charging stations. Mr. Jaggi responded that no such requests have been received at this time.

Council Member Manlin asked if the facility providing the charging station has the discretion to charge for these services and determine whether the usage is for employees or customers. Mr. Jaggi stated that it would be up to the facility to make these determinations. He added that the purpose of these amendments is to establish definitions and regulations.

Mayor Hoffman asked if there was any oversight from the fire department. Mr. Jaggi responded no and stated that most of the installations would require an electrical permit through St. Louis County. He added that the City's Building Division may have some involvement with the larger charging stations.

In response to a question from Council Member Spence, Mr. Jaggi confirmed that the charging stations located within Olia Village will consist of both public and private stations.

7. Resolution No. 1763- A Resolution of the City Council of the City of Creve Coeur, Missouri authorizing the execution of a Utility Agreement with Missouri-American Water Company regarding the construction of the water main relocation required for the New Ballas Road Sidewalk Improvement Project - Phase 3.

The City Clerk read Resolution No. 1763.

Assistant Director of Public Works/City Engineer Steven Berecz provided an overview of the agreement and stated that the water main would be relocated in the spring or summer of 2025 and the sidewalk construction is anticipated to be completed in the spring of 2026.

Council Member Carney asked if this agreement included any adjustments to the original estimated cost. Mr. Berecz stated that if the City were to perform the water main work, the cost would be roughly the same as if Missouri American Water (MAW) handled it. He noted that MAW preferred to carry out the work themselves, as they have access to a range of contractors and can meet federal requirements, making it potentially more cost-effective for MAW to complete the work.



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Council Member Martinich asked if the federal funds would still cover 80% of the cost if the bids for relocating the water main come in higher. Mr. Berecz stated that there is a total cap on the construction costs for the sidewalk portion of the project. If the bids come in higher, the federal funds would still reflect 80% of the total cost up to that cap. He noted that the current estimate is below the anticipated cap for this portion of the project. If the bids exceed the estimate, the City could either move forward with the proposal or reallocate funding between the water main relocation and future sidewalk construction. Additionally, if the sidewalk project were to come in under budget, the savings could help offset any increased costs for the water main relocation, or there may be an option to request additional federal funding.

Council Member Spence clarified that the City is responsible for 20% of the construction costs. City Administrator Mark Perkins confirmed this, adding that the federal government has committed a specific dollar amount. If the bids come in higher than expected, the City would either need to cover the additional cost or could request additional federal funding, though there are no guarantees that the request would be approved.

Council Member Manlin asked when the actual cost would be determined. Mr. Berecz stated that the cost would be included in the contract based on MAW's estimated quantities; however, the actual cost would be fully determined during the construction process.

Cyndi Davis, a resident of 1028 Fernview Drive, expressed concerns about the sidewalks on Fernview Drive, citing unknowns discovered during this specific Ballas project.

RESULT: APPROVED (UNANIMOUS)

MOVER: Saunders

SECONDER: Hoffman

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

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

- 8. Resolution No. 1764- A Resolution of the City Council of the City of Creve Coeur, Missouri, authorizing the execution of a supplemental agreement with Thouvenot, Wade & Moerchen, Inc. (TWM), to provide additional engineering services related to the Fernview Drive Sidewalk Project - Phase 1 for the not-to-exceed amount of \$13,362.00.**



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The City Clerk read Resolution No. 1764.

Assistant Director of Public Works/City Engineer Steven Berecz provided an overview of the agreement, noting that it is in response to a cultural resources survey required by the Missouri Department of Transportation (MoDOT) to assess any potential archaeological or historical impacts.

Council Member Saunders asked if this is a new trend for this type of federal grant. Mr. Berecz stated that it appears to be becoming more common in Missouri and would most likely apply to new sidewalks and pathways.

Fawn Lunau, a resident of 1010 Fernview Drive, requested that the City Council walk down Fernview Drive to visually observe a significant crack that she believes is evidence that the ground is sinking.

RESULT: APPROVED (UNANIMOUS) MOVER: Saunders SECONDER: Carney AYES: Manlin, Spence, Carney, Norwood, Hoffman, Newman, Martinich, Saunders
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The vote on the motion being 8 ayes and 0 nays, motion carried.

9. Resolution No. 1765- A Resolution of the City Council of the City of Creve Coeur, Missouri, authorizing the execution of Supplemental Agreement No. 1 with Intuition & Logic Engineering, Inc., for the design of a pocket wetland at Conway Park for the not-to-exceed amount of \$13,215.00.

City Clerk read Resolution No. 1765.

Assistant Director of Public Works/City Engineer Steven Berecz provided an overview of the agreement and noted that the engineering designs will be shared with both the Horticultural, Ecology, and Beautification Committee, as well as the Parks and Historic Preservation Committee, for their review.

RESULT: APPROVED (UNANIMOUS) MOVER: Saunders SECONDER: Hoffman AYES: Manlin, Spence, Carney, Norwood, Hoffman, Newman, Martinich, Saunders

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



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BUSINESS FROM MAYOR AND CITY COUNCIL

10. Council Liaison Reports

Council Member Hoffman stated the Police Recognition Ceremony will take place on December 10, 2024, at 5:00 p.m.

BUSINESS FROM CITY ADMINISTRATOR

11. Congestion Mitigation & Air Quality (CMAQ) grant application discussion for Centennial Greenway, Segments 7 & 8.

Assistant Director of Public Works/City Engineer Steven Berecz stated that Great Rivers Greenway (GRG) has requested the City to sponsor a Congestion Mitigation & Air Quality (CMAQ) grant application for Segments 7 & 8 of the Centennial Greenway. GRG would fund 40% of the costs, with the federal grant covering the remainder. The City's only expense would be a \$22,500 application fee, which would be refunded if the application is unsuccessful, with no responsibility for design or construction costs. After construction, the City would be responsible for maintaining the Greenway, except for the Lindbergh Boulevard bridge, which GRG will maintain. Mr. Berecz stated that a cost-share agreement will be presented to the Council in January.

Mayor Hoffman expressed concern regarding security at the Jewish Foundation Millstone Campus relative to the bridge.

City Administrator Mark Perkins stated that GRG has completed the acquisition of railroad property necessary for a portion of the Centennial Trail through Olivette, allowing construction of this segment of the project to move forward. Mr. Perkins noted that this is a timely opportunity, as staff did not expect this round of funding to become available, making it a good chance for both GRG and the City to participate in advancing the pathway. He also mentioned that St. Louis County has already identified funding for another portion of the trail extending west of this location.

ADJOURNMENT

RESULT: APPROVED (UNANIMOUS)

MOVER: Saunders

SECONDER: Manlin

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



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

The meeting adjourned at 8:04 p.m.

Submitted by:

Kellie Henke
City Clerk

Dr. Robert Hoffman
Mayor

DRAFT

CITY OF CREVE COEUR, MO

AUDITOR'S PRESENTATION
TO THE MAYOR AND CITY
COUNCIL
FOR THE YEAR ENDED JUNE 30, 2024

DECEMBER 9, 2024

**Presenter- Victoria Dailey, CPA,
Principal**



REPORTS ISSUED

- **Annual Comprehensive Financial Report**
- **Auditor's Communication to the Mayor, City Council & Management**
 - Required Communication with Those Charged with Governance
 - Adjusting Journal Entries, Conversion Journal Entries & Passed Adjustments
 - Communications of Deficiencies in Internal Control and Other Comments to Management
- **Single Audit Report**

ANNUAL COMPREHENSIVE FINANCIAL REPORT

INDEPENDENT AUDITOR'S REPORT

- **Report on the Financial Statements of the City as of June 30, 2024**
- **Unmodified Opinions**

What does this mean:

- The financial statements are materially correct – “the numbers”
- The financial statements are fairly presented – “the disclosures and presentation”
- The financial statements conform with generally accepted accounting principles (GAAP)

What it does NOT mean:

- The audit is not designed to provide assurance about internal controls
- The audit is not designed to detect immaterial errors or fraud
- The audit is designed to obtain reasonable, but not absolute, assurance about whether the financial statements are free from material misstatement

INDEPENDENT AUDITOR'S REPORT

- **Change in Accounting Principle**
 - Implementation of GASB 100, *Accounting Changes and Error Corrections*
- **Management's responsibility for the financial statements**
- **Auditor's responsibility for the audit of the financial statements**

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

- Previously included within single audit report
- Required due to level of grant expenditures during fiscal year
- Report on Internal Control over Financial Reporting
 - No material weaknesses or significant deficiencies identified
- Test for City's compliance with certain provisions of laws, regulations, contracts, and grant agreements.
 - No instances of noncompliance noted

MANAGEMENT'S DISCUSSION AND ANALYSIS

- **Presents an easily readable analysis of the government's financial performance for the fiscal year ended June 30, 2024.**
- **Provides an analysis of the overall financial position and results of the previous year's operations to assess whether the City's finances have improved or deteriorated.**
- **To be read in conjunction with the City's financial statement.**

CITY OF CREVE COEUR FINANCIAL RESULTS

■ Government-Wide Financial Statements

■ Governmental Activities

- \$108.6 million in total assets and deferred outflows.
- \$20.4 million in total liabilities and deferred inflows.
- \$88.2 million in net position.
 - \$28.8 million in unrestricted
 - \$18.2 million increase

■ Business Type Activities

- \$3.3 million in total assets.
- \$537 thousand in total liabilities
- \$2.8 million in net position.
 - \$604 thousand in unrestricted
 - \$76 thousand increase

CITY OF CREVE COEUR FINANCIAL RESULTS

- **Fund Financial Statements**
 - **General Fund**
 - \$19.5 million in unassigned fund balance
 - \$983 thousand increase in fund balance
 - **Total Governmental Funds**
 - \$37.2 million in fund balance
 - \$1.4 million increase in fund balance

CITY OF CREVE COEUR FINANCIAL RESULTS

- **Changes from the prior year**
 - **The City's defined benefit pension trust fund for employees hired before June 1, 2006 transferred into LAGERS during the current year. Deferred outflows increased which caused a one time decrease to pension expense due to this along with police salary increases higher than expectations, which will be recognized in pension expense in future years. This increased the City's net position during the current year.**
 - **The City's investments experienced an increase in fair market value during the current year of \$1.5M in comparison to the prior year. The total gain on investments was approximately \$960 thousand for FY24. This caused an increase in investment income and net position/fund balance.**

CITY OF CREVE COEUR FINANCIAL RESULTS

■ NOTES TO THE FINANCIAL STATEMENTS

- Summary of Significant Accounting Policies
- Detailed disclosures
 - Cash and investments – cash was entirely secured or collateralized at year end
 - Capital assets – approximately \$4.7 million increase in capital assets due to certain construction in progress projects ongoing (Ice Arena Refrigeration Switch over, North New Ballas, Millenium Park Phase 1)
 - Long-term debt – no new debt in the current year
- Pension
 - City's LAGERS plan – defined benefit pension plan
- OPEB
 - City's OPEB plan provides healthcare benefits to City retirees until they reach medicare eligibility age.
- Change in Accounting Principle
 - Implementation of GASB Statement No. 100, Accounting for Changes and Error Corrections

CITY OF CREVE COEUR FINANCIAL RESULTS

■ REQUIRED SUPPLEMENTARY INFORMATION

- Major Funds - Budget vs Actual Schedules
- LAGERS and OPEB Trend Information
- Notes to RSI

■ SUPPLEMENTARY INFORMATION

- Combining and Individual Fund Statements and Schedules
 - Nonmajor, Enterprise, and Fiduciary Fund
 - Combining schedules
 - Budget vs Actual Schedules

■ OTHER INFORMATION (Unaudited)

- Statistical Section
 - 10 year trend information

AUDITOR'S COMMUNICATION TO THE MAYOR, CITY COUNCIL & MANAGEMENT

REQUIRED COMMUNICATIONS WITH THOSE CHARGED WITH GOVERNANCE

■ QUALITATIVE ASPECTS OF ACCOUNTING PRACTICE

■ Comparability

- Implemented GASB Statement No. 100, *Accounting Changes and Error Corrections*.

- Changed the way funds are presented when they change from major to nonmajor presentation and vice versa

■ Estimates

- Depreciation, Pension and OPEB Liability Assumptions, Investment fair values, Allowance

■ Difficulties in Performing the Audit

■ Corrected and Uncorrected Misstatements

- Corrected Misstatements – 3 AJEs
 - Uncorrected Misstatements – immaterial in the aggregate to the financial statements

■ Disagreements with Management - none

■ Consultations with Other Accountants - none

■ Other Matters – RSI (no opinion), supplementary information (in relation to opinion), introductory Section/Other Information (not audited)

COMMUNICATION OF DEFICIENCIES IN INTERNAL CONTROL AND OTHER COMMENTS TO MANAGEMENT

- **CONTROL DEFICIENCIES**

- Prior year comment implemented (old escrows outstanding)
- No new comments in the current year

SINGLE AUDIT REPORT

SINGLE AUDIT REPORT

- **REQUIRED FOR FY2024 AS CITY EXPENDED > \$750,000 IN FEDERAL FUNDS**
- **OPINION**
 - Independent Auditor's Report on Compliance for Each Major Federal Program, Report on Internal Control Over Compliance, and Report on Schedule of Expenditures of Federal Awards Required by the Uniform Grant Guidance
- **SCHEDULE OF FEDERAL AWARDS (SEFA)**
 - Major Programs Testing
 - ARPA (64% of City's federal funds expended)
- **NOTES TO SEFA**
- **SCHEDULE OF FINDINGS AND QUESTIONED COSTS**
 - Unmodified Audit Opinion
 - Not Low Risk Auditee
 - No Findings

QUESTIONS?



LinkedIn: www.linkedin.com/company/sikich
Facebook: www.facebook.com/sikichllp
Twitter: www.twitter.com/sikichllp
Blog: www.sikich.com/insights

SIKICH.COM



#24-032: Text Amendment to the Zoning Code to Establish Electric Vehicle Charging Station Definitions and Regulations



City Council

December 9, 2024

Jason Jaggi, AICP, Director of Community Development

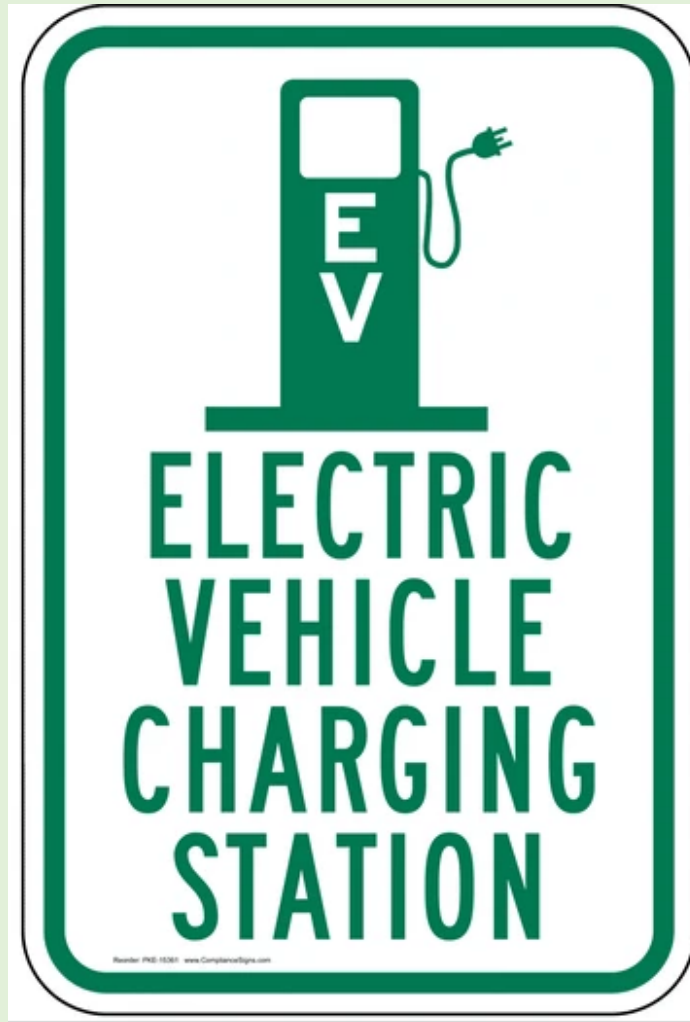
Introduction and Background

- Proposed amendments establish regulations for Electric Vehicle (EV) charging stations in non-single family zoning districts
- Three Components:
 1. **EV charging definitions** into the Zoning Code—Section 405.120
 2. **Standards and review process** for EV chargers
 - Accessory use and level of charging equipment—Section 405.460.B. Accessory Uses
 - Stand alone use—Section 405.470.A. Conditional Uses and Table A: Use Table
 3. Requirements for **EV-Ready infrastructure** for new developments and *substantial modifications to existing properties*—New Section 405.860 Off-Street Parking and Loading Regulations

Timeline for Review

- **August 2022** -Site Development Plan application for DCFC (Level 3) charging stations
- **October 2022** -work session with PZ to discuss potential EV Regulations
- **April 2024** -draft EV regulations presented to P&Z for feedback
- **August 2024** -discussed draft EV regulations with Energy and Environment Committee for feedback
- **September 2024** - draft EV regulations to City Council for feedback
- **November 18, 2024** - Public Hearing at P&Z Commission for formal review, public comment, and adoption

Electric Vehicle Infrastructure Overview



KNOW YOUR EV CHARGING STATIONS

AC Level One



VOLTAGE

120V 1-Phase AC

AMPS

12–16 Amps

CHARGING LOAD

1.4–1.9 kW

CHARGING TIME

3–5 Miles per Hour

AC Level Two



VOLTAGE

208V or 240V 1-Phase AC

AMPS

12–80 Amps (Typ. 32 Amps)

CHARGING LOAD

2.5–19.2 kW (Typ. 6.6 kW)

CHARGING TIME

12–60 Miles per Hour

DC Fast Charge



VOLTAGE

208V or 480V 3-Phase AC

AMPS

>100 Amps

CHARGING LOAD

50–350 kW

CHARGING TIME

60–80 Miles in 20 Minutes

Creve Coeur Level 2 Examples



EDGE@BRDG

Level 3 (DCFC) Charging Examples



DCFC Stations Examples





EV Proposed Regulations Summary

- Regulate EV chargers as an **Accessory Use** in Non-Residential Districts
 - Level 1 and Level 2 can be granted approval at the **staff level** if all location requirements are met. If not, P&Z approval required.
 - Level 3 (DCFC) can be granted by **Planning and Zoning Commission** as a minor site plan review.
- Larger, Standalone use DCFC stations would require a **Conditional Use Permit** similar to gas station uses with minimum setback, buffer, fence and landscaping requirements.



Level 1 and Level 2 EV Chargers

- Allowed as **Accessory Use** in the following zoning districts:
 - CB, GC, PO, RO, MX, AR, PC, HE, PH, LI and Planned Zoning Districts and allowed institutional and civic uses districts in residential districts.
- **Standards** for Staff Approval:
 - Must be located in a parking lot or structure that serves principal use
 - EV spaces and equipment cannot interfere with any vehicle, bike or pedestrian circulation or block fire lanes
 - Multi-family developments—must be located within parking structures, if available
 - EV spaces will not count against required parking if the site meets or exceeds current city parking requirements
 - EV equipment cannot be placed within 10-feet of front yard setback from street
 - Must provide EV signage; no canopies permitted; devices to protect equipment
- Planning and Zoning Commission review required if above standards are not met.



Level 3 EV Chargers (DCFC)

- Allowed as **Accessory Use** in the following zoning districts:
 - CB, GC, MX, PC, PH, HE, PO, RO, LI and Planned Zoning Districts.
- Subject to P&Z Commission Review as a Minor Site Plan with following standards:
 - Placed on the site that limits visual impacts of equipment
 - Cannot be located within a bufferyard
 - Cannot be located within 10-feet along a street or within any required interior parking lot landscaped area.
 - Ground equipment must provide landscape screening
 - Ground equipment included in site coverage calculation
 - Any new lighting associated with these spaces must meet current code for lighting
 - Must provide impact protections and signage



Standalone Charging Stations (DCFC)

- Conditional Use in the following zoning districts:
 - CB, GC, MX, PC, and LI.
- Subject to Conditional Use requirements and the following standards:
 - Setbacks: 20-feet from any property line. Canopies, 10-feet from property line and street frontages
 - Buffer: landscaped buffer 10-feet along all property lines and street frontages
 - Fences: 6-foot solid fence or wall fence if adjacent to a residential property line
 - DCFC equipment must be screened with landscaping

EV Charging Spaces for New Development

- **New Section 405.680 Electric Vehicle Charging Requirements (Off-Street Parking and Loading Regulations)**
- Any new parking facility shall provide EVSE Installed or EV Ready Level 2 charging stations as follows:
 - 3% of the required number of parking spaces or a minimum of 1 space for any non-residential use, including commercial, office, or light industrial uses
 - 5% of the required number of parking spaces or a minimum of 1 for any multi-family use
 - In the case of a mixed-use residential and commercial building, the required number of electric vehicle charging parking spaces shall be computed separately for each use.

EV Charging Spaces for New Development

- **Applies to major renovations that require Site Development Plan Review**
- Does not apply to churches or non-profits per new state law.
- Does not apply to single family residential uses

EV Draft Regulations Development Examples

Use	Address	Parking Configuration	Required Parking	Formula	Required EV Charging Parking
Little Sunshine Daycare	515 N Lindbergh	Surface	21	3% of Parking Spaces/1 space min.	1
M1 Bank	11557 Olive	Surface	25	3% of Parking Spaces/1 space min.	1
BJC West County Hospital Building	12634 Olive	Surface	410	3% of Parking Spaces/1 space min.	12
First Bank HQ	11901 Olive	Surface/Structured	281	3% of Parking Spaces/1 space min.	8
Edge@BRDG	1001 N Warson	Surface	330	3% of Parking Spaces/1 space min.	10
Edge@WEST	12645 Olive Blvd.	Surface/Structured	256	3% of Parking Spaces/1 space min.	8
Vanguard Heights Creve Coeur	10362 Old Olive	Structured/Limited Surface	299	5% of Parking Spaces/1 space min.	15
The VUE	1001 Old Olive Way	Surface/Individual Residential Garages and Carports	Residential: 311 Retail: 19 Total: 330	5% of Residential Parking Spaces/1 space min. Commercial: 3% of Parking Spaces	1 Commercial 16 Residential
Mercy Performance Medicine Building	701 South New Ballas Road	Surface/Structured	1028	3% of Parking Spaces/1 space min	31



Questions



LOCAL RECORDS PROGRAM

DISPOSITION LIST

CITY OF CREVE COEUR

2025

The following **Multi Department Records** have met the mandated retention schedule and are recommended for disposal under RSMo 109.230 subsection 4. The records are scheduled for shredding and said action shall be recorded in the jurisdictional minutes with the record series and inclusive dates.

RECORD SERIES	INCLUSIVE DATES	DESTRUCTION CODE FROM SOS
(14) duplicate copies of 2005 Creve Coeur Citizen Poll – A Summary Report; 1 on file with City Clerk and 1 on file with PIO	2005	Non-Record- FYI Only
IBM System/36 Multiple Session Remote Job Entry Guide	1986	GS 025 & GS 039
Mentor Support Services – program update diskette (2)	1987	GS 025 & GS 039
Various Resumes and Recommendations for appointment to the Ethics Commissions (disbanded in 2004)	2000 - 2003	GS 044
Appointment Letters (including duplicates), Committee Member Lists (including duplicates), and Resignations (including duplicates), Removal of Members, thank you letter for serving on the committee – disbanded in 2005 (duplicates), Oath of Office- Ethics Commission	1985 - 2002	GS 044 & GS 046
Duplicate copies of Draft Minutes- Ethics Committee	1986 - 2004	GS 021
Duplicate Anonymous Letter to the Ethics Committee regarding “paid for” campaign finance, general correspondence to the City Clerk – Handwritten notes, updating spelling of names, Copies of Letters sent to residents informing them of upcoming meetings, Request to Schedule an Ethics Committee Meeting (including duplicates), notice of upcoming/cancellation of meetings to the members of the Code of Ethics Committee, notice to members of required signing of the City’s code of ethics statement, working drafts regarding ethics code	1987-1992	GS 012, GS 044, & GS 049
Employment Recruitment & Selection Records	2023	GS 062
Board of Adjustment Appeals – Denied & Withdrawn: Marry Potter Love, Inc., Wm. M. Thompson, Inc., Whitebridge Ln. Kelly – Wir Don Meadows, Hardesty-Johnson, Miceli Homes Inc., Atlas Building Co.	1956 - 1969	GS 112
Missouri St. Louis County Municipal League Directory	2008-2015, 2021	GS 012 & GS 014
Public Information Requests and Documentation (including copies of 2024 Community Development Requests – City Clerk maintains the originals)	2016 – 2017, 2024	GS 066
General Correspondence b/t Chief Building Official and Admin. Associate for inspector training	2015 - 2019	GS 012

Copies of Invoices with account coding	2005– 2017	GS 012 & GS 007
City invoices for code violations	2009 - 2017	GS 012 & GS 007
Copies of Purchase Orders	2015	GS 007
Unsigned copies of Resolutions No. 485, 502, 506, 508	1999 - 2001	GS 021
Unsigned Copies of Bill No. 2042-2045, 3014, 3024, 3032, 3034, 3035, 3037, 3038, 3046, 3058-3060, 3062, 3067, 3069, 3083, 3084, 3092	1991 - 2001	GS 021
City Council Draft Meeting Minutes (Regular & Special Mtg)	1999 – 2001	GS 021
City Council Draft Meeting Agendas (Regular & Special Mtg - including duplicates & triplicates)	1999 - 2001	GS 021
City Council Unsigned Copies of Meeting Minutes	1999 – 2001	GS 021
City Council Meeting Agendas Duplicate Copies	1999 - 2001	GS 021

December 19, 2024

Mr. Jim Heines and the Creve Coeur City Council,

I would like to gift One Solar Powered Trafficalm Systems Speed Radar Sign to the City of Creve Coeur for the use on Spoede Rd, near Spoede Elementary School.

After meeting with, and discussing locations, I defer to the expertise of Mr. Jim Heines (and his department) to place the technology in the most advantageous location to reduce the speed of motorists while they travel Southbound on Spoede Rd just prior to the school zone.

Upon approval from the City Council, I will provide One Solar Powered Trafficalm Systems Speed Radar Sign (s/n137531124380005) courtesy of the Ladue School District.

I appreciate the continued support from the City of Creve Coeur Department of Public Works, and the Creve Coeur Police Department to help keep the children, staff, and parents of the Ladue School District safe.

I look forward to future collaboration with the City of Creve Coeur.

Please contact me at treboulet@ladueschools.net or 314-258-1997 with any questions.

Respectfully,



Tim Reboulet
Safety & Security Coordinator



MEMORANDUM

DATE: January 8, 2025

TO: Mark Perkins, City Administrator

FROM: Lori Obermoeller, Director of Finance

SUBJECT: Invoices Paid Listing

For your information and transmittal to the City Council, attached is a list of paid invoices from December 5, 2024 to January 8, 2025 in the amount of \$1,622,906.28.



Creve Coeur, MO

Council Report of Invoices Paid Listing

By Fund

Payment Dates 12/5/2024 - 1/8/2025

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
Fund: 01 - GENERAL FUND						
PAYROLL MS CONTRIBUTION	INV0002295	12/06/2024	ICMA ROTH IRA %	01-2319	DFT0009904	215.41
FAMILY SUPPORT DIVISION	INV0002296	12/06/2024	CHILD SUPPORT	01-2113	DFT0009905	840.93
CHILD SUPPORT OFFICE						
PAYROLL MS CONTRIBUTION	INV0002297	12/06/2024	ER PENSION 10%	01-2312	DFT0009906	833.70
PAYROLL MS CONTRIBUTION	INV0002297	12/06/2024	MS ROTH IRA CATCHUP\$	01-2318	DFT0009906	40.00
PAYROLL MS CONTRIBUTION	INV0002297	12/06/2024	ICMA ROTH 457 \$	01-2318	DFT0009906	1,727.31
PAYROLL MS CONTRIBUTION	INV0002297	12/06/2024	ICMA ROTH 457 %	01-2318	DFT0009906	4,399.48
PAYROLL MS CONTRIBUTION	INV0002297	12/06/2024	ICMA ROTH IRA \$	01-2319	DFT0009906	477.70
PAYROLL MS CONTRIBUTION	INV0002297	12/06/2024	ICMA 457 %	01-2322	DFT0009906	2,061.14
PAYROLL MS CONTRIBUTION	INV0002297	12/06/2024	ICMA 457 \$	01-2322	DFT0009906	692.33
PAYROLL MS CONTRIBUTION	INV0002297	12/06/2024	ICMA 457 \$	01-2322	DFT0009906	8,102.94
PAYROLL MS CONTRIBUTION	INV0002297	12/06/2024	ICMA LOAN PAYMENT	01-2324	DFT0009906	636.50
MOST MISSOURIS 529	INV0002298	12/06/2024	MOST 529 COLLEGE SAVINGS	01-2323	DFT0009907	785.00
SAVINGS PLAN						
VOYA	INV0002299	12/06/2024	VOYA 457\$	01-2321	DFT0009908	290.00
VOYA	INV0002299	12/06/2024	VOYA 457 %	01-2321	DFT0009908	112.49
VOYA	INV0002299	12/06/2024	VOYA 457 %	01-2321	DFT0009908	1,615.76
DEPARTMENT OF TREASURY	INV0002300	12/06/2024	SOCIAL SECURITY	01-2102	DFT0009909	45,238.70
DEPARTMENT OF TREASURY	INV0002300	12/06/2024	MEDICARE	01-2103	DFT0009909	10,907.26
DEPARTMENT OF TREASURY	INV0002300	12/06/2024	FEDERAL WITHHOLDING	01-2104	DFT0009909	36,836.69
PAYROLL MISSOURI	INV0002301	12/06/2024	STATE WITHHOLDING	01-2105	DFT0009910	13,294.00
WITHHOLDING TAXES						
REITZ & JENS INC	16581	12/11/2024	OLIA PROFESSIONAL SERVICE	01-2806	1508	4,306.03
MISSOURI DEPARTMENT OF	CVC NOV 24	12/11/2024	CRIME VICTIMS COMPENSAT	01-2413	68184	22.50
REVENUE						
MISSOURI DEPARTMENT OF	CVC NOV 24	12/11/2024	MISC POLICE FUND REVENU	01-4604	68184	-1.11
REVENUE						
WASHINGTON NATIONAL INS	P2488344	12/11/2024	WG00006955, 02413 DEC 24	01-2215	1513	367.80
CO						
MISSOURI DEPARTMENT OF	POST NOV 24	12/11/2024	POST COMMISSION FUND N	01-2412	68183	3.00
REVENUE						
DEPARTMENT OF TREASURY	INV0002302	12/13/2024	SOCIAL SECURITY	01-2102	DFT0009932	1,640.28
DEPARTMENT OF TREASURY	INV0002302	12/13/2024	MEDICARE	01-2103	DFT0009932	387.48
ST LOUIS COUNTY CIRCUIT	INV0002312	12/19/2024	GARNISHMENT	01-2111	68208	39.72
CLERK						
DEPARTMENT OF TREASURY	CM0000120	12/20/2024	SOCIAL SECURITY	01-2102	DFT0009986	-1.24
DEPARTMENT OF TREASURY	CM0000120	12/20/2024	MEDICARE	01-2103	DFT0009986	-0.28
PAYROLL MS CONTRIBUTION	INV0002313	12/20/2024	ICMA ROTH IRA %	01-2319	DFT0009965	201.58

Council Report of Invoices Paid Listing

Payment Dates: 12/5/2024 - 1/8/2025

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
FAMILY SUPPORT DIVISION CHILD SUPPORT OFFICE	INV0002314	12/20/2024	CHILD SUPPORT	01-2113	DFT0009966	840.93
PAYROLL MS CONTRIBUTION	INV0002315	12/20/2024	ER PENSION 10%	01-2312	DFT0009967	833.70
PAYROLL MS CONTRIBUTION	INV0002315	12/20/2024	ICMA ROTH 457 \$	01-2318	DFT0009967	1,717.31
PAYROLL MS CONTRIBUTION	INV0002315	12/20/2024	ICMA ROTH 457 %	01-2318	DFT0009967	4,182.02
PAYROLL MS CONTRIBUTION	INV0002315	12/20/2024	MS ROTH IRA CATCHUP\$	01-2318	DFT0009967	40.00
PAYROLL MS CONTRIBUTION	INV0002315	12/20/2024	ICMA ROTH IRA \$	01-2319	DFT0009967	477.70
PAYROLL MS CONTRIBUTION	INV0002315	12/20/2024	ICMA 457 \$	01-2322	DFT0009967	8,087.07
PAYROLL MS CONTRIBUTION	INV0002315	12/20/2024	ICMA 457 \$	01-2322	DFT0009967	691.89
PAYROLL MS CONTRIBUTION	INV0002315	12/20/2024	ICMA 457 %	01-2322	DFT0009967	1,933.18
PAYROLL MS CONTRIBUTION	INV0002315	12/20/2024	ICMA LOAN PAYMENT	01-2324	DFT0009967	636.50
MOST MISSOURI 529 SAVINGS PLAN	INV0002316	12/20/2024	MOST 529 COLLEGE SAVINGS	01-2323	DFT0009968	785.00
VOYA	INV0002317	12/20/2024	VOYA 457 %	01-2321	DFT0009969	1,605.76
VOYA	INV0002317	12/20/2024	VOYA 457\$	01-2321	DFT0009969	290.00
VOYA	INV0002317	12/20/2024	VOYA 457 %	01-2321	DFT0009969	112.49
DEPARTMENT OF TREASURY	INV0002318	12/20/2024	SOCIAL SECURITY	01-2102	DFT0009970	42,808.20
DEPARTMENT OF TREASURY	INV0002318	12/20/2024	MEDICARE	01-2103	DFT0009970	10,343.85
DEPARTMENT OF TREASURY	INV0002318	12/20/2024	FEDERAL WITHHOLDING	01-2104	DFT0009970	34,740.64
PAYROLL MISSOURI WITHHOLDING TAXES	INV0002319	12/20/2024	STATE WITHHOLDING	01-2105	DFT0009971	12,909.00
DEPARTMENT OF TREASURY	INV0002320	12/20/2024	SOCIAL SECURITY	01-2102	DFT0009972	3.78
DEPARTMENT OF TREASURY	INV0002320	12/20/2024	MEDICARE	01-2103	DFT0009972	0.90
DEPARTMENT OF TREASURY	INV0002320	12/20/2024	FEDERAL WITHHOLDING	01-2104	DFT0009972	3.66
PAYROLL MISSOURI WITHHOLDING TAXES	INV0002321	12/20/2024	STATE WITHHOLDING	01-2105	DFT0009973	2.00
LAGERS	9103 DEC 24	12/31/2024	LAGERS DECEMBER 2024	01-2317	DFT0010046	142,194.00
DEPARTMENT OF TREASURY	INV0002328	12/31/2024	SOCIAL SECURITY	01-2102	DFT0010018	591.38
DEPARTMENT OF TREASURY	INV0002328	12/31/2024	MEDICARE	01-2103	DFT0010018	138.32
DEPARTMENT OF TREASURY	INV0002328	12/31/2024	FEDERAL WITHHOLDING	01-2104	DFT0010018	100.00
PAYROLL MISSOURI WITHHOLDING TAXES	INV0002329	12/31/2024	STATE WITHHOLDING	01-2105	DFT0010019	101.00
ST LOUIS AREA HEALTH INSURANCE TRUST MEDICAL	0125	01/03/2025	GROUP HEALTH JAN 25	01-2211	1566	127,449.98
ST LOUIS AREA HEALTH INSURANCE TRUST MEDICAL	0125	01/03/2025	GROUP HEALTH JAN 25	01-2225	1566	3,540.02
PATRICK R WORZER	542	01/03/2025	OLIA PROFF SERVICES THRO	01-2806	1564	580.00
PATRICK R WORZER	544	01/03/2025	OLIA PROFF SERVICES THRO	01-2806	1564	1,450.00
AMERICAN UNITED LIFE INSURANCE COMPANY	619325-01/01/25	01/03/2025	VOL AD&D JAN 25	01-2216	1556	68.60
PAYROLL MS CONTRIBUTION	INV0002330	01/03/2025	ICMA ROTH IRA %	01-2319	DFT0010025	228.73
FAMILY SUPPORT DIVISION CHILD SUPPORT OFFICE	INV0002331	01/03/2025	CHILD SUPPORT	01-2113	DFT0010026	840.93
PAYROLL MS CONTRIBUTION	INV0002332	01/03/2025	ER PENSION 10%	01-2312	DFT0010027	833.70
PAYROLL MS CONTRIBUTION	INV0002332	01/03/2025	ICMA ROTH 457 \$	01-2318	DFT0010027	1,727.31

Council Report of Invoices Paid Listing

Payment Dates: 12/5/2024 - 1/8/2025

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
PAYROLL MS CONTRIBUTION	INV0002332	01/03/2025	ICMA ROTH 457 %	01-2318	DFT0010027	4,510.46
PAYROLL MS CONTRIBUTION	INV0002332	01/03/2025	MS ROTH IRA CATCHUP\$	01-2318	DFT0010027	40.00
PAYROLL MS CONTRIBUTION	INV0002332	01/03/2025	ICMA ROTH IRA \$	01-2319	DFT0010027	477.70
PAYROLL MS CONTRIBUTION	INV0002332	01/03/2025	ICMA 457 \$	01-2322	DFT0010027	8,222.17
PAYROLL MS CONTRIBUTION	INV0002332	01/03/2025	ICMA 457 %	01-2322	DFT0010027	2,120.94
PAYROLL MS CONTRIBUTION	INV0002332	01/03/2025	ICMA 457 \$	01-2322	DFT0010027	692.33
PAYROLL MS CONTRIBUTION	INV0002332	01/03/2025	ICMA LOAN PAYMENT	01-2324	DFT0010027	636.50
MOST MISSOURIS 529 SAVINGS PLAN	INV0002333	01/03/2025	MOST 529 COLLEGE SAVINGS	01-2323	DFT0010028	785.00
VOYA	INV0002334	01/03/2025	VOYA 457 %	01-2321	DFT0010029	1,615.76
VOYA	INV0002334	01/03/2025	VOYA 457 %	01-2321	DFT0010029	115.87
VOYA	INV0002334	01/03/2025	VOYA 457\$	01-2321	DFT0010029	290.00
DEPARTMENT OF TREASURY	INV0002335	01/03/2025	SOCIAL SECURITY	01-2102	DFT0010030	44,725.48
DEPARTMENT OF TREASURY	INV0002335	01/03/2025	MEDICARE	01-2103	DFT0010030	10,460.04
DEPARTMENT OF TREASURY	INV0002335	01/03/2025	FEDERAL WITHHOLDING	01-2104	DFT0010030	35,394.29
PAYROLL MISSOURI WITHHOLDING TAXES	INV0002336	01/03/2025	STATE WITHHOLDING	01-2105	DFT0010031	12,833.00
QUADIENT FINANCE USA INC	PPLN01-11/26/24	01/03/2025	PREPAID POSTAGE 11/26/24	01-1652	68231	3,000.00
STANDARD INSURANCE COMPANY	160-763511-1 JAN 25	01/08/2025	DENTAL JAN 25	01-2213	1576	6,582.68
STANDARD INSURANCE COMPANY	160-763511-2 JAN 25	01/08/2025	COBRA DENTAL JAN 25	01-2226	1576	204.04
GREGORY FX DALY COLLECTOR OF REVENUE	2024 Q4 EARNINGS	01/08/2025	2024 4TH QUARTER EARNIN	01-2101	68238	742.11
						672,411.02
						672,411.02
Department: 11 - LEGISLATIVE SERVICES						
Division: 12 - MAYOR AND CITY COUNCIL						
MISSOURI MUNICIPAL LEAGUE	10510518-11/25/24	12/11/2024	2025 ANNUAL MEMBERSHIP	01-11-12-6262	68185	2,873.42
ST LOUIS AREA INSURANCE TRUST	2807	12/11/2024	LEGIS	01-11-12-5243	1509	52.04
DRC FOODWORKS INC	H31595-12/04/24	12/11/2024	DRINKS FOR MAYOR APPRECI	01-11-12-7315	1496	920.00
SLMD INC	248545	12/19/2024	EOY/COY BRASS PLATE 2024	01-11-12-7306	1531	10.00
Division 12 - MAYOR AND CITY COUNCIL Total:						3,855.46
Division: 13 - CITY CLERK						
ST LOUIS AREA INSURANCE TRUST	2807	12/11/2024	CITY CLERK	01-11-13-5243	1509	104.55
Division 13 - CITY CLERK Total:						104.55
Department 11 - LEGISLATIVE SERVICES Total:						3,960.01

Council Report of Invoices Paid Listing

Payment Dates: 12/5/2024 - 1/8/2025

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	185466-185473	12/11/2024	MUNICIPAL PROSECUTION R	01-12-10-6201	1495	2,500.00
CURTIS HEINZ GARRETT AND OKEEFE PC	185466-185473	12/11/2024	CITY ATTORNEY RETAINER M	01-12-10-6201	1495	5,000.00
CURTIS HEINZ GARRETT AND OKEEFE PC	185466-185473	12/11/2024	PROSECUTING ATTORNEY AS	01-12-10-6201	1495	931.00
CURTIS HEINZ GARRETT AND OKEEFE PC	185466-185473	12/11/2024	CITY ATTORNEY NON-RETAIN	01-12-10-6201	1495	2,200.00
CURTIS HEINZ GARRETT AND OKEEFE PC	185466-185473	12/11/2024	OLIA TDD	01-12-10-6201	1495	275.00
CURTIS HEINZ GARRETT AND OKEEFE PC	185466-185473	12/11/2024	DAVID NAFAR BOA SUIT	01-12-10-6201	1495	220.00
CURTIS HEINZ GARRETT AND OKEEFE PC	185466-185473	12/11/2024	MUNICIPAL PROSECUTION N	01-12-10-6201	1495	70.00
CURTIS HEINZ GARRETT AND OKEEFE PC	185466-185473	12/11/2024	OLIA CID	01-12-10-6201	1495	40.00
Division 10 - LEGAL Total:						11,236.00
Division: 11 - ADMINISTRATIVE						
PREFERRED RESOURCE NETWORK INC	15388	12/11/2024	EMPLOYEE ASISTANCE PROG	01-12-11-6203	1507	1,044.00
ST LOUIS AREA INSURANCE TRUST	2807	12/11/2024	ADMIN	01-12-11-5243	1509	615.31
M.C.I. PRINTING INC	65502	12/11/2024	Newsletter Printing DEC 24	01-12-11-6203	1500	1,700.00
RICHARD DECOLLO	7860	12/11/2024	NEWSLETTER MAILING DEC	01-12-11-6203	68190	254.61
ASI	A000178624kcHqm	12/11/2024	HRA & FSA ADMIN FEES NOV	01-12-11-6203	1485	458.50
PAYLOCITY CORPORATION	INV2413430-2	12/11/2024	COBRA ADMINISTRATION	01-12-11-6203	68188	17.05
MERCY CORPORATE HEALTH	739887	12/19/2024	RANDOM SCREENING DOT 1	01-12-11-6202	68198	62.05
T MOBILE USA	971998911-12/21/24	01/03/2025	CITY PHONES ADMIN 11/21/	01-12-11-6253	68234	49.50
39 NORTH AGTECH INNOVATION DISTRICT	1050	01/08/2025	1ST QUARTERLY PAYMENT IN	01-12-11-6203	1570	13,125.00
39 NORTH AGTECH INNOVATION DISTRICT	1052	01/08/2025	2ND QUARTERLY PAYMENT I	01-12-11-6203	1570	13,125.00
M.C.I. PRINTING INC	65579	01/08/2025	Newsletter Printing JAN 25	01-12-11-6203	1573	2,495.00
Division 11 - ADMINISTRATIVE Total:						32,946.02
Division: 14 - MUNICIPAL COURT						
ST LOUIS AREA INSURANCE TRUST	2807	12/11/2024	ADMIN-COURT	01-12-14-5243	1509	197.58
MARY LEIGHTON BRUNTRAGER	JUDGE NOV 24	12/11/2024	PROVISIONAL JUDGE 11/06	01-12-14-6201	1501	1,000.00
ENGELMEYER & PEZZANI LLC	JUDGE OCT 24	12/11/2024	Judicial Services OCT 24	01-12-14-6201	68176	1,875.00
RICOH USA INC	108779764	12/27/2024	COURT COPIER LEASE 11/18/	01-12-14-6213	68219	303.96
ENGELMEYER & PEZZANI LLC	JUDGE NOV 24	12/27/2024	Judicial Services	01-12-14-6201	1541	1,875.00

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
T MOBILE USA	971998911-12/21/24	01/03/2025	CITY PHONES COURT 11/21/	01-12-14-6253	68234	24.75
Division 14 - MUNICIPAL COURT Total:						5,276.29
Department 12 - ADMINISTRATION Total:						49,458.31
Department: 13 - FINANCE						
Division: 11 - ADMINISTRATIVE						
PAYROLL MISSOURI WITHHOLDING TAXES	INV0002301	12/06/2024	STATE WITHHOLDING FEE	01-13-11-6202	DFT0009910	0.50
ST LOUIS AREA INSURANCE TRUST	2807	12/11/2024	FINANCE	01-13-11-5243	1509	433.39
PAYROLL MISSOURI WITHHOLDING TAXES	INV0002319	12/20/2024	STATE WITHHOLDING FEE	01-13-11-6202	DFT0009971	0.50
PAYROLL MISSOURI WITHHOLDING TAXES	INV0002329	12/31/2024	STATE WITHHOLDING FEE	01-13-11-6202	DFT0010019	0.50
T MOBILE USA	971998911-12/21/24	01/03/2025	CITY PHONES FIN 11/21/24-1	01-13-11-6253	68234	24.75
PAYROLL MISSOURI WITHHOLDING TAXES	INV0002336	01/03/2025	STATE WITHHOLDING FEE	01-13-11-6202	DFT0010031	0.50
GFOA OF MISSOURI	JAN 25 LUNCH	01/08/2025	GFOA LUNCHEON 1/8/25 TR	01-13-11-6264	68237	34.00
Division 11 - ADMINISTRATIVE Total:						494.14
Division: 15 - INTERDEPARTMENTAL						
CHARTER COMMUNICATION	173940501120124	12/11/2024	PD PRI FIBER DEC 24	01-13-15-6253	1491	1,614.20
CHARTER COMMUNICATION	173941901120124	12/11/2024	PW GARAGE LAN INTERNET	01-13-15-6255	1493	328.09
CHARTER COMMUNICATION	173957701120124	12/11/2024	ANALOG & PW GARAGE CON	01-13-15-6253	1494	50.89
CHARTER COMMUNICATION	173957901120124	12/11/2024	CITY HALL TV WIFI DEC 24	01-13-15-6253	1488	255.18
ST LOUIS AREA INSURANCE TRUST	2807	12/11/2024	FY25 WORK COMP, POLICE &	01-13-15-6220	1509	58,851.00
ODP BUSINESS SOLUTIONS LLC	400502981001	12/11/2024	PENS AND DYMO LABELS	01-13-15-7312	68187	46.33
SLMD INC	248544	12/19/2024	EOY PLAQUE 2024	01-13-15-6272	1531	56.00
SLMD INC	248545	12/19/2024	EOY/COY BRASS PLATE 2024	01-13-15-6272	1531	10.00
ODP BUSINESS SOLUTIONS LLC	401498361001	12/19/2024	TONER	01-13-15-7312	68203	53.28
ODP BUSINESS SOLUTIONS LLC	401498362001	12/19/2024	TONER	01-13-15-7312	68203	485.68
ODP BUSINESS SOLUTIONS LLC	402379111001	12/19/2024	PAPER, PLANNER, TAPE, BIN	01-13-15-7312	68203	455.00
ODP BUSINESS SOLUTIONS LLC	402388348001	12/19/2024	GEL PENS	01-13-15-7312	68203	13.71
RUSSO CATERING CO	E67406	12/19/2024	2024 EMPLOYEE LUNCHEON	01-13-15-6272	1530	3,300.00
AT&T	31498327050760-12/07/24	12/27/2024	MONITOR LINE - ICE ARENA	01-13-15-6253	68213	318.65
ODP BUSINESS SOLUTIONS LLC	400502981002	12/27/2024	NAME BADGES	01-13-15-7312	68217	11.99
PEPSI COLA	71336007	12/27/2024	SODA FOR CITY HALL VENDI	01-13-15-7304	68218	822.12
ST LOUIS AREA INSURANCE TRUST	SLA230437	12/27/2024	11/19/23 STARSHA NASH AU	01-13-15-6220	68222	500.00

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
ST LOUIS AREA HEALTH INSURANCE TRUST MEDICAL	0125	01/03/2025	GROUP HEALTH JAN 25	01-13-15-5230	1566	-200.00
ST LOUIS AREA HEALTH INSURANCE TRUST MEDICAL	0125	01/03/2025	GROUP HEALTH JAN 25	01-13-15-5230	1566	16,656.39
ODP BUSINESS SOLUTIONS LLC	401497962001	01/03/2025	TAPE	01-13-15-7312	68230	33.49
QUADIENT LEASING USA INC	61597412	01/03/2025	METER RENTAL 1/17/25-2/1	01-13-15-6266	68232	50.00
QUADIENT FINANCE USA INC	PPLN01-11/26/24	01/03/2025	PREPAID POSTAGE 11/26/24	01-13-15-6269	68231	-0.59
KONICA MINOLTA BUSINESS SOLUTIONS	297818208	01/08/2025	ADMIN COPIER MAINTENAN	01-13-15-6213	68239	60.00
ODP BUSINESS SOLUTIONS LLC	402379111002	01/08/2025	REINFORCEMENT LABELS	01-13-15-7312	68243	8.79
Division 15 - INTERDEPARTMENTAL Total:						83,780.20
Division: 51 - MIS OPERATIONS						
CHARTER COMMUNICATION	173957901120124	12/11/2024	CITY HALL TV WIFI DEC 24	01-13-51-6213	1488	99.99
ST LOUIS AREA INSURANCE TRUST	2807	12/11/2024	FINANCE-MIS	01-13-51-5243	1509	113.76
CYBERNETICS	818325	12/19/2024	CYBERNETICS ISAN1216 ANN	01-13-51-6213	1516	1,326.00
DELL MARKETING LP	10790121426	12/27/2024	DELL LAPTOP KEYBOARDS PD	01-13-51-6213	1539	171.98
VENMAR SYSTEMS INC	217704	01/03/2025	WATCHGUARD T25 FIREWAL	01-13-51-7331	68235	903.89
WINNING TECHNOLOGIES IN	31534	01/03/2025	IT PROFESSIONAL SERVICES J	01-13-51-6202	1569	1,845.00
T MOBILE USA	971998911-12/21/24	01/03/2025	CITY PHONES MIS 11/21/24-	01-13-51-6253	68234	24.75
CDW LLC	AB8PE7J	01/03/2025	(2) ACER 24" LCD MONITORS	01-13-51-7331	1558	339.22
Division 51 - MIS OPERATIONS Total:						4,824.59
Department 13 - FINANCE Total:						89,098.93
Department: 14 - COMMUNITY SERVICES						
Division: 11 - ADMINISTRATIVE						
ST LOUIS AREA INSURANCE TRUST	2807	12/11/2024	COM.SERV	01-14-11-5243	1509	1,535.51
US BANK EQUIPMENT FINANCE	543364905	12/19/2024	DRC PRINTER USE CHARGES	01-14-11-6213	68211	44.22
Division 11 - ADMINISTRATIVE Total:						1,579.73
Department 14 - COMMUNITY SERVICES Total:						1,579.73
Department: 16 - MUNICIPAL FACILITIES MAINTENANCE						
Division: 11 - ADMINISTRATIVE						
UNIFIRST CORPORATION	1880155240	12/11/2024	MAINTENANCE UNIFORMS	01-16-11-7308	1512	8.19
ST LOUIS AREA INSURANCE TRUST	2807	12/11/2024	MAINT	01-16-11-5243	1509	1,472.88
WALTER KNOLL FLORIST	INV24546	12/11/2024	PLANT MAINTENANCE JANU	01-16-11-6212	68193	80.00
AMERENUE	55031-62002-11/30/24	12/12/2024	ELECTRIC CITY HALL 11/30/2	01-16-11-6250	DFT0009999	3,647.90
LOCAL CLEANERS LLC	000365	12/19/2024	CITY HALL COMMERCIAL CLE	01-16-11-6212	1524	3,000.00
MISSOURI AMERICAN WATER CO	1017-210013915103-12/05/	12/19/2024	300 N NEW BALLAS RD DOM	01-16-11-6254	68202	201.37

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
NEW SYSTEM LLC	105242	12/19/2024	TRASH BAGS, TOWLES, TOLIE	01-16-11-6212	1526	2,047.04
UNIFIRST CORPORATION	1880156192	12/19/2024	MAINTENANCE UNIFORMS	01-16-11-7308	1533	8.19
UNIFIRST CORPORATION	1880157406	12/19/2024	MAINTENANCE UNIFORMS	01-16-11-7308	1533	8.19
SPIRE	5003001000-12/13/24	12/23/2024	300 N NEW BALLAS CITY HAL	01-16-11-6252	DFT0010000	820.54
UNIFIRST CORPORATION	1880158579	12/27/2024	MAINTENANCE UNIFORMS	01-16-11-7308	1553	8.19
METROPOLITAN ST LOUIS SEWER DISTRICT	287224	12/27/2024	0247372-6: 300 N NEW BALL	01-16-11-6254	68216	501.23
HOME DEPOT CREDIT SERVICES	7032858	12/31/2024	MULTI PURPOSE ROOM REP	01-16-11-6212	68223	37.58
RENTOKIL NORTH AMERICA INC	71443228	01/03/2025	PEST CONTROL MAINT AT GC	01-16-11-6212	1565	112.20
T MOBILE USA	971998911-12/21/24	01/03/2025	CITY PHONES BLDG MAINT 1	01-16-11-6253	68234	24.75
UNIFIRST CORPORATION	1880159737	01/08/2025	MAINTENANCE UNIFORMS	01-16-11-7308	1577	8.19
Division 11 - ADMINISTRATIVE Total:						11,986.44
Department 16 - MUNICIPAL FACILITIES MAINTENANCE Total:						11,986.44

Department: 21 - POLICE

Division: 11 - ADMINISTRATIVE

UNIFIRST CORPORATION	1880155240	12/11/2024	MAINTENANCE UNIFORMS	01-21-11-7308	1512	8.19
VALVOLINE LLC	246721	12/11/2024	OIL CHANGE FOR CAR 2412	01-21-11-6210	68192	40.98
ST LOUIS AREA INSURANCE TRUST	2807	12/11/2024	PD ADMIN	01-21-11-5243	1509	22,016.69
UNIFIRST CORPORATION	1880156192	12/19/2024	MAINTENANCE UNIFORMS	01-21-11-7308	1533	8.19
UNIFIRST CORPORATION	1880157406	12/19/2024	MAINTENANCE UNIFORMS	01-21-11-7308	1533	8.19
ENERGY PETROLEUM CO	449948	12/19/2024	REGULAR FUEL PD ADMINIST	01-21-11-7307	1519	473.04
SSM HEALTH CARE ST LOUIS	5096	12/19/2024	INSTRUCTOR CARD FOR DOU	01-21-11-6271	68207	10.00
VERIZON WIRELESS SERVICES LLC	6100389446	12/19/2024	TABLETS AND AIRCARDS PD	01-21-11-6253	1534	280.07
UNIFIRST CORPORATION	1880158579	12/27/2024	MAINTENANCE UNIFORMS	01-21-11-7308	1553	8.19
T MOBILE USA	971998911-12/21/24	01/03/2025	CITY PHONES POLICE 11/21/	01-21-11-6253	68234	54.50
T MOBILE USA	972253619-12/21/24	01/03/2025	PD PHONES AND TABLETS PD	01-21-11-6253	68233	34.74
UNIFIRST CORPORATION	1880159737	01/08/2025	MAINTENANCE UNIFORMS	01-21-11-7308	1577	8.19
Division 11 - ADMINISTRATIVE Total:						22,950.97

Division: 21 - INVESTIGATION

ST LOUIS AREA INSURANCE TRUST	2807	12/11/2024	PD-INVEST	01-21-21-5243	1509	19,917.45
AT&T	533809	12/11/2024	LEA TRACKING NUMBER FOR	01-21-21-6203	68175	70.00
TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS INC	5972751-202411-1	12/11/2024	BILLING PERIOD 11/1/24-11/	01-21-21-6202	68191	137.00
ENERGY PETROLEUM CO	449948	12/19/2024	REGULAR FUEL PD INVESTIG	01-21-21-7307	1519	755.07
T MOBILE USA	972253619-12/21/24	01/03/2025	PD PHONES AND TABLET PD I	01-21-21-6253	68233	77.51
T MOBILE USA	972253619-12/21/24	01/03/2025	PD PHONES AND TABLET PD I	01-21-21-6253	68233	-19.76
Division 21 - INVESTIGATION Total:						20,937.27

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
Division: 22 - PATROL						
VALVOLINE LLC	246712	12/11/2024	OIL CHANGE FOR CAR 2428	01-21-22-6210	68192	40.98
VALVOLINE LLC	247030	12/11/2024	OIL CHANGE FOR CAR 2410	01-21-22-6210	68192	40.98
VALVOLINE LLC	247449	12/11/2024	OIL CHANGE FOR CAR 2413	01-21-22-6210	68192	57.18
ST LOUIS AREA INSURANCE TRUST	2807	12/11/2024	PD-PATROL	01-21-22-5243	1509	95,082.92
MISSOURI VOCATIONAL ENTERPRISES	693256 RI	12/11/2024	4 SETS OF LICENSE PLATES 24	01-21-22-6202	68186	77.00
STARGATE KENNEL INC	37175	12/19/2024	5 DAYS BOARDING FEEDING	01-21-22-6203	1532	188.00
ENERGY PETROLEUM CO	449948	12/19/2024	REGULAR FUEL PD PATROL	01-21-22-7307	1519	7,383.05
SUNTRUP FORD INC	487476	12/19/2024	TIRE SENSORS FOR CAR 2429	01-21-22-6210	68209	250.84
SAFETY KLEEN SYSTEMS INC	96059680	12/19/2024	WASHER FLUID - FOR PWG,P	01-21-22-6210	68206	178.66
AXON ENTERPRISE INC	INUS300852	12/19/2024	TRAINING AND STANDARD T	01-21-22-7313	1515	4,330.00
AXON ENTERPRISE INC	INUS301013	12/19/2024	3 AXON TASER X26P HOLSTE	01-21-22-7313	1515	265.65
AXON ENTERPRISE INC	INUS301435	12/19/2024	9 YELLOW HANDLE X26P CE	01-21-22-9503	1515	16,719.84
LAGERS	9103 DEC 24	12/31/2024	LAGERS DECEMBER 2024	01-21-22-5241	DFT0010046	0.23
T MOBILE USA	972253619-12/21/24	01/03/2025	PD PHONES AND TABLETS PD	01-21-22-6253	68233	18.24
Division 22 - PATROL Total:						124,633.57
Department 21 - POLICE Total:						168,521.81

Department: 31 - PUBLIC WORKS						
Division: 11 - ADMINISTRATIVE						
ST LOUIS AREA INSURANCE TRUST	2807	12/11/2024	PW ADMIN	01-31-11-5243	1509	2,597.11
MISSOURI ONE CALL SYSTEM INC	4110157	12/11/2024	UTILITY LOCATES NOVEMBER	01-31-11-6211	1504	2.70
ENERGY PETROLEUM CO	449948	12/19/2024	REGULAR FUEL PW ADMIN J.	01-31-11-7307	1519	57.54
DREXEL TECHNOLOGIES INC	INV150657	12/27/2024	COPIER LEASE/MAINTENANC	01-31-11-6213	1540	72.23
AMERICAN PUBLIC WORKS ASSOCIATION	000860612	01/03/2025	MIKE FOGG MEMBERSHIP RE	01-31-11-6262	68226	238.00
T MOBILE USA	971998911-12/21/24	01/03/2025	CITY PHONES PW ADMIN 11/	01-31-11-6253	68234	168.47
DREXEL TECHNOLOGIES INC	INV150747	01/03/2025	2025 MILLENNIUM PARK SOL	01-31-11-6260	1559	40.25
MISSOURI ONE CALL SYSTEM INC	4120155	01/08/2025	UTILITY LOCATES DECEMBER	01-31-11-6211	1574	6.75
US BANK EQUIPMENT FINANCE	545575540	01/08/2025	COPIER LEASE & MAINTENA	01-31-11-6213	68245	224.51
Division 11 - ADMINISTRATIVE Total:						3,407.56

Division: 41 - STREET MAINTENANCE						
HOME DEPOT CREDIT SERVICES	1021906	12/06/2024	2 X 12 BOARDS FOR 318	01-31-41-7302	68174	28.24
HOME DEPOT CREDIT SERVICES	6036260	12/06/2024	2 X 6 BOARDS FOR 217, 216,	01-31-41-6210	68174	14.90
HOME DEPOT CREDIT SERVICES	6613762	12/06/2024	TOOL BELT POUCHES AND PA	01-31-41-7302	68174	54.90
SUPER BRIGHT LEDS INC	#ORD-012577990	12/11/2024	LIGHT BAR BRACKETS	01-31-41-6210	1510	0.32

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
HUMAN RESOURCE STAFFIN	1001080220	12/11/2024	PW TEMPORARY EMPLOYEE	01-31-41-6207	1499	2,153.58
MATTHEW E KURTZ	1007063	12/11/2024	LEAF HAULOFF 11-22-2024 &	01-31-41-6212	1502	1,522.50
MISSOURI AMERICAN	1017-210041135520-11/21/	12/11/2024	740 N NEW BALLAS RD IRR1S	01-31-41-6254	68182	26.00
WATER CO						
MISSOURI AMERICAN	1017-210041135520-11/21/	12/11/2024	198 N NEW BALLAS RD IRRIG	01-31-41-6254	68182	82.19
WATER CO						
MISSOURI AMERICAN	1017-210041135520-11/21/	12/11/2024	451 N NEW BALLAS RD IRR3	01-31-41-6254	68182	40.53
WATER CO						
MISSOURI AMERICAN	1017-210041135520-11/21/	12/11/2024	160 N NEW BALLAS RD IRRIG	01-31-41-6254	68182	256.53
WATER CO						
MISSOURI AMERICAN	1017-210041135520-11/21/	12/11/2024	533 N NEW BALLAS RD IRRC	01-31-41-6254	68182	58.92
WATER CO						
MISSOURI AMERICAN	1017-210041135520-11/21/	12/11/2024	350 N NEW BALLAS RD DETC	01-31-41-6254	68182	0.84
WATER CO						
MISSOURI AMERICAN	1017-210041135520-11/21/	12/11/2024	6 BEACON HILL LN IRRIG 10/	01-31-41-6254	68182	14.99
WATER CO						
MISSOURI AMERICAN	1017-210041135520-11/21/	12/11/2024	1030 N LINDBERGH BLVD 10/	01-31-41-6254	68182	20.18
WATER CO						
CHARTER COMMUNICATION	173942001120124	12/11/2024	PW GARAGE TV WIFI DEC 24	01-31-41-6253	1492	144.87
ONE VISION LLC	19417	12/11/2024	COST SHARE TREE PLANTING	01-31-41-6212	1506	10,710.00
NELSON COUNTY LAND	21666	12/11/2024	YR 2 OF 2YR CONTRACT - IRR	01-31-41-6212	1505	1,002.50
MAINTENANCE LLC						
ST LOUIS AREA INSURANCE	2807	12/11/2024	PW STREET	01-31-41-5243	1509	26,382.81
TRUST						
MATTHEW E KURTZ	74925	12/11/2024	LEAF HAULOFF ON 11/20/20	01-31-41-6212	1502	1,087.50
MATTHEW E KURTZ	74928	12/11/2024	LEAF HAULOFF 11-21-2024	01-31-41-6212	1502	217.50
AMERENUE	55031-62002-11/30/24	12/12/2024	ELECTRIC STREET DEPT 11/3	01-31-41-6250	DFT0009999	1,041.17
AMERENUE	55031-62002-11/30/24	12/12/2024	ELECTRIC STREET LIGHTING 1	01-31-41-6251	DFT0009999	10,663.36
JOHNNY ON THE SPOT 347	0347-000268766	12/19/2024	PORTA JOHNS NOVEMBER 2	01-31-41-6266	68197	424.32
HUMAN RESOURCE STAFFIN	1001080309	12/19/2024	PW TEMPORARY EMPLOYEE	01-31-41-6207	1523	2,123.55
MISSOURI AMERICAN	1017-210041240477-12/02/	12/19/2024	631 S NEW BALLAS RD IRRIG	01-31-41-6254	68200	75.39
WATER CO						
MISSOURI AMERICAN	1017-210041240477-12/02/	12/19/2024	599 S NEW BALLAS RD IRRIG	01-31-41-6254	68200	45.37
WATER CO						
MISSOURI AMERICAN	1017-210041240477-12/02/	12/19/2024	298 N NEW BALLAS RD 10/2	01-31-41-6254	68200	45.37
WATER CO						
MISSOURI AMERICAN	1017-210041240477-12/02/	12/19/2024	333 S NEW BALLAS RD IRRIG	01-31-41-6254	68200	40.17
WATER CO						
VIKING CIVES MIDWEST INC	110409	12/19/2024	PLOW CYLINDERS	01-31-41-6211	68212	600.81
UNIFIRST CORPORATION	1880155246	12/19/2024	PW UNIFORMS WEEK OF 12-	01-31-41-7308	1533	67.54
UNIFIRST CORPORATION	1880156197	12/19/2024	PW UNIFORMS WEEK OF 12-	01-31-41-7308	1533	67.54
UNIFIRST CORPORATION	1880157412	12/19/2024	PW UNIFORMS WEEK OF 12/	01-31-41-7308	1533	67.54
DEKA SERVICE	37983820	12/19/2024	PWG SERVICE RTU NOT HEAT	01-31-41-6212	68196	574.64
ENERGY PETROLEUM CO	449948	12/19/2024	REGULAR/DIESEL FUEL PW S	01-31-41-7307	1519	3,415.26
SAFETY KLEEN SYSTEMS INC	96059680	12/19/2024	WASHER FLUID - FOR PWG,P	01-31-41-6210	68206	134.00

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
JOHNNY ON THE SPOT 347	0347-000268862	12/27/2024	PORTA JOHNS DECEMBER 20	01-31-41-6266	68215	249.20
HUMAN RESOURCE STAFFIN	1001080401	12/27/2024	PW TEMPORARY EMPLOYEE	01-31-41-6207	1544	2,059.20
HENDEL LAWCARE INC	24762	12/27/2024	CONTRACTOR LEAF REMOVA	01-31-41-6202	68214	4,102.00
HENDEL LAWCARE INC	24762	12/27/2024	CONTRACTOR LEAF REMOVA	01-31-41-6202	68214	11,644.15
HENDEL LAWCARE INC	24889	12/27/2024	CONTRACTOR LEAF REMOVA	01-31-41-6202	68214	32,365.90
METROPOLITAN ST LOUIS SEWER DISTRICT	287224	12/27/2024	0473730-0: 996 E RUE DE LA	01-31-41-6254	68216	99.39
METROPOLITAN ST LOUIS SEWER DISTRICT	287224	12/27/2024	0549319-2: 1030 N LINDBER	01-31-41-6254	68216	68.49
SAFETY KLEEN SYSTEMS INC	96100927	12/27/2024	OIL, AF, HYDRO	01-31-41-6210	68220	655.05
SAFETY KLEEN SYSTEMS INC	96100927	12/27/2024	OIL, AF, HYDRO	01-31-41-6211	68220	655.05
SPIRE	7725111000-12/18/24	12/30/2024	996 RUE DE LA BANQUE 11/	01-31-41-6252	DFT0010041	469.63
HOME DEPOT CREDIT SERVICES	6090833	12/31/2024	MAGNETS FOR LIGHT BARS	01-31-41-6210	68223	91.44
HOME DEPOT CREDIT SERVICES	6560141	12/31/2024	TWO CLOCKS	01-31-41-6213	68223	59.90
HOME DEPOT CREDIT SERVICES	8524239	12/31/2024	TARPS	01-31-41-6212	68223	59.96
HOME DEPOT CREDIT SERVICES	8524239	12/31/2024	PAINT ROLLERS	01-31-41-7302	68223	11.54
AMERENUE	2316025009-12/09/24	01/02/2025	10276 OLIVE PED LIGHTING	01-31-41-6251	DFT0010039	37.32
AMERENUE	2523023477	01/02/2025	OLIVE LINDBERGH INTERCHA	01-31-41-6250	DFT0010038	54.14
AMERENUE	5439133005-12/09/24	01/02/2025	10600 OLIVE BLVD OLIVE STR	01-31-41-6251	DFT0010037	43.03
HUMAN RESOURCE STAFFIN	1001080487	01/03/2025	PW TEMPORARY EMPLOYEE	01-31-41-6207	1560	2,539.68
MATTHEW E KURTZ	1007100	01/03/2025	LEAF HAULOFF 12-04-2024 T	01-31-41-6212	1561	3,480.00
MATTHEW E KURTZ	1007110	01/03/2025	LEAF HAULOFF 12-17-2024 T	01-31-41-6212	1561	402.50
MATTHEW E KURTZ	1007110	01/03/2025	LEAF HAULOFF 12-17-2024 T	01-31-41-6212	1561	4,382.50
MISSOURI AMERICAN WATER CO	1017-210041137908-12/11/	01/03/2025	12136 OLIVE BLVD IRRIG 10/	01-31-41-6254	68229	1,226.08
MISSOURI AMERICAN WATER CO	1017-210041137908-12/11/	01/03/2025	309 S NEW BALLAS RD IRRIG	01-31-41-6254	68229	89.92
MISSOURI AMERICAN WATER CO	1017-210041137908-12/11/	01/03/2025	241 S NEW BALLAS RD IRRIG	01-31-41-6254	68229	111.24
MISSOURI AMERICAN WATER CO	1017-210041137908-12/11/	01/03/2025	145 S NEW BALLAS RD IRRIG	01-31-41-6254	68229	87.02
MISSOURI AMERICAN WATER CO	1017-210041137908-12/11/	01/03/2025	12015 OLIVE BLVD IRRIG 10/	01-31-41-6254	68229	8,493.90
MISSOURI AMERICAN WATER CO	1017-210041137908-12/11/	01/03/2025	12536 OLIVE BLVD IRRIG 10/	01-31-41-6254	68229	49.03
MISSOURI AMERICAN WATER CO	1017-210041137908-12/11/	01/03/2025	1000 BARNES WEST DR FRFL	01-31-41-6254	68229	797.06
MISSOURI AMERICAN WATER CO	1017-210041137908-12/11/	01/03/2025	12301 CONWAY RD IRRIG 10	01-31-41-6254	68229	26.97
MISSOURI AMERICAN WATER CO	1017-210041137908-12/11/	01/03/2025	996 E RUE DE LA BANQU 10/	01-31-41-6254	68229	82.23

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
MISSOURI AMERICAN WATER CO	1017-210041137908-12/11/	01/03/2025	201 N NEW BALLAS RD IRRIG	01-31-41-6254	68229	80.23
MISSOURI AMERICAN WATER CO	1017-210041137908-12/11/	01/03/2025	11702 OLIVE BLVD IRRIG 10/	01-31-41-6254	68229	50.26
UNIFIRST CORPORATION	1880158589	01/03/2025	PW UNIFORMS WEEK OF 12-	01-31-41-7308	1567	67.54
RENTOKIL NORTH AMERICA INC	71442557	01/03/2025	PEST CONTROL MAINT PWG	01-31-41-6212	1565	61.60
MATTHEW E KURTZ	74935	01/03/2025	LEAF HAULOFF 11-29-2024	01-31-41-6212	1561	217.50
T MOBILE USA	971998911-12/21/24	01/03/2025	CITY PHONES STREETS 11/21	01-31-41-6253	68234	123.75
POMPS TIRE SERVICE INC	1240048023	01/08/2025	321 TIRE	01-31-41-6210	1575	410.63
CHUCKS ACQUISITION CO LL	13-0002570	01/08/2025	SAFETY BOOTS FOR T DELIA	01-31-41-7308	1572	200.00
CONNIE MCKEE	295651	01/08/2025	REIMBURSEMENT FOR DAM	01-31-41-7310	68236	275.00
WHOLESALE PLUMBING SUPPLY COMPANY INC	S3719450.001	01/08/2025	NEW URINAL FOR GARAGE	01-31-41-6212	68246	149.63
Division 41 - STREET MAINTENANCE Total:						139,335.49
Division: 43 - PARKS MAINTENANCE						
HOME DEPOT CREDIT SERVICES	4611179	12/06/2024	DISINFECTING ALL PURPOSE	01-31-43-6212	68174	45.46
HOME DEPOT CREDIT SERVICES	1474288	12/06/2024	TOILET PAPER FOR BATHROO	01-31-43-6212	68174	113.48
HOME DEPOT CREDIT SERVICES	2182012	12/06/2024	TAPPMAYER HOUSE MAINTEN	01-31-43-6224	68174	200.55
HOME DEPOT CREDIT SERVICES	4901337	12/06/2024	FOAMING BATHROOM CLEA	01-31-43-6212	68174	39.84
HOME DEPOT CREDIT SERVICES	6036260	12/06/2024	2 X 6 BOARDS FOR 217, 216,	01-31-43-6210	68174	4.96
SUPER BRIGHT LEDS INC	#ORD-012577990	12/11/2024	LIGHT BAR BRACKETS	01-31-43-6210	1510	0.10
HUMAN RESOURCE STAFFIN	1001080220	12/11/2024	PW TEMPORARY EMPLOYEE	01-31-43-6207	1499	717.86
MISSOURI AMERICAN WATER CO	1017-210013559299-11/26/	12/11/2024	12301 CONWAY RD 10/24/2	01-31-43-6254	68180	20.18
MISSOURI AMERICAN WATER CO	1017-210041135520-11/21/	12/11/2024	902 MASON RD 10/19/24-11	01-31-43-6224	68182	25.65
CHARTER COMMUNICATION	173942001120124	12/11/2024	PW GARAGE TV WIFI DEC 24	01-31-43-6253	1492	48.29
ST LOUIS AREA INSURANCE TRUST	2807	12/11/2024	PW-PARKS	01-31-43-5243	1509	8,686.65
JAMES B BROWN	322120802-2 OF 2	12/11/2024	DOG PARK TAGS FINAL PAYM	01-31-43-6247	68177	472.50
PHILIBERT SECURITY SYSTEMS INC	352966	12/11/2024	TAPPMAYER SERVICE CALL W	01-31-43-6224	68189	150.00
PHILIBERT SECURITY SYSTEMS INC	353017	12/11/2024	TAPPMAYER ALARM SYSTEM	01-31-43-6224	68189	480.00
PHILIBERT SECURITY SYSTEMS INC	353253	12/11/2024	TAPPMAYER MONITORING 1	01-31-43-6224	68189	41.95
PHILIBERT SECURITY SYSTEMS INC	354194	12/11/2024	TAPPMAYER MONITORING 1	01-31-43-6224	68189	41.95
AMERENUE	55031-62002-11/30/24	12/12/2024	ELECTRIC PARKS DEPT 11/30	01-31-43-6250	DFT0009999	820.30

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JOHNNY ON THE SPOT 347	0347-000268766	12/19/2024	PORTA JOHNS NOVEMBER 2	01-31-43-6266	68197	424.32
HUMAN RESOURCE STAFFIN	1001080309	12/19/2024	PW TEMPORARY EMPLOYEE	01-31-43-6207	1523	707.85
MISSOURI AMERICAN	1017-210041240477-12/02/	12/19/2024	203 TOWNSEND ST 10/24/24	01-31-43-6254	68200	12.06
WATER CO						
MISSOURI AMERICAN	1017-210041240477-12/02/	12/19/2024	11370 ST PAUL ST PARK 10/2	01-31-43-6254	68200	61.88
WATER CO						
MISSOURI AMERICAN	1017-210041240477-12/02/	12/19/2024	10620 COUNTRY VIEW DR 10	01-31-43-6254	68200	21.16
WATER CO						
VIKING CIVES MIDWEST INC	110409	12/19/2024	PLOW CYLINDERS	01-31-43-6211	68212	200.27
UNIFIRST CORPORATION	1880155246	12/19/2024	PW UNIFORMS WEEK OF 12-	01-31-43-7308	1533	22.52
UNIFIRST CORPORATION	1880156197	12/19/2024	PW UNIFORMS WEEK OF 12-	01-31-43-7308	1533	22.52
UNIFIRST CORPORATION	1880157412	12/19/2024	PW UNIFORMS WEEK OF 12/	01-31-43-7308	1533	22.52
DEKA SERVICE	370254477	12/19/2024	TAPPMAYER HOUSE FALL PRE	01-31-43-6224	68196	291.00
ENERGY PETROLEUM CO	449948	12/19/2024	REGULAR/DIESEL FUEL PW P	01-31-43-7307	1519	1,414.57
SAFETY KLEEN SYSTEMS INC	96059680	12/19/2024	WASHER FLUID - FOR PWG,P	01-31-43-6210	68206	44.66
JOHNNY ON THE SPOT 347	0347-000268862	12/27/2024	PORTA JOHNS DECEMBER 20	01-31-43-6266	68215	249.20
HUMAN RESOURCE STAFFIN	1001080401	12/27/2024	PW TEMPORARY EMPLOYEE	01-31-43-6207	1544	686.40
METROPOLITAN ST LOUIS	287224	12/27/2024	0783768-5: 902 N MASON R	01-31-43-6224	68216	142.66
SEWER DISTRICT						
METROPOLITAN ST LOUIS	287224	12/27/2024	0578184-4: 601 COEUR DE V	01-31-43-6254	68216	309.53
SEWER DISTRICT						
METROPOLITAN ST LOUIS	287224	12/27/2024	0578025-9: 1000 BARNES W	01-31-43-6254	68216	111.77
SEWER DISTRICT						
METROPOLITAN ST LOUIS	287224	12/27/2024	0567312-4: 10620 COUNTRY	01-31-43-6254	68216	62.31
SEWER DISTRICT						
METROPOLITAN ST LOUIS	287224	12/27/2024	0472261-7: 12100 CONWAY	01-31-43-6254	68216	49.95
SEWER DISTRICT						
METROPOLITAN ST LOUIS	287224	12/27/2024	0034325-1: 11370 ST PAUL S	01-31-43-6254	68216	43.76
SEWER DISTRICT						
SAFETY KLEEN SYSTEMS INC	96100927	12/27/2024	OIL, AF, HYDRO	01-31-43-6210	68220	218.35
SAFETY KLEEN SYSTEMS INC	96100927	12/27/2024	OIL, AF, HYDRO	01-31-43-6211	68220	218.35
PWD SYSTEMS LLC	BGSPT-8733	12/27/2024	DOG WASTE BAGS	01-31-43-6247	1548	449.50
SPIRE	7725111000-12/18/24	12/30/2024	996 RUE DE LA BANQUE 11/	01-31-43-6252	DFT0010041	469.62
HOME DEPOT CREDIT	6090833	12/31/2024	MAGNETS FOR LIGHT BARS	01-31-43-6210	68223	30.48
SERVICES						
HOME DEPOT CREDIT	6510979	12/31/2024	PAINT FOR PARK BATHROOM	01-31-43-6212	68223	48.98
SERVICES						
HOME DEPOT CREDIT	6515157	12/31/2024	PAINT BRUSHES AND RETAIN	01-31-43-6212	68223	108.38
SERVICES						
HOME DEPOT CREDIT	7528144	12/31/2024	BATHROOM PAINT - PARKS	01-31-43-6212	68223	26.98
SERVICES						
HUMAN RESOURCE STAFFIN	1001080487	01/03/2025	PW TEMPORARY EMPLOYEE	01-31-43-6207	1560	846.56
MISSOURI AMERICAN	1017-210041137908-12/11/	01/03/2025	12100 CONWAY RD PARK 10/	01-31-43-6254	68229	67.71
WATER CO						
MISSOURI AMERICAN	1017-210041137908-12/11/	01/03/2025	601 COEUR DE VILLE DR 10/	01-31-43-6254	68229	23.09
WATER CO						

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
UNIFIRST CORPORATION	1880158589	01/03/2025	PW UNIFORMS WEEK OF 12-	01-31-43-7308	1567	22.52
T MOBILE USA	971998911-12/21/24	01/03/2025	CITY PHONES PARKS 11/21/2	01-31-43-6253	68234	44.72
AMERENUE	UEC-201612-3239	01/03/2025	YEARLY LEASE PAYMENT SAN	01-31-43-6212	68225	10.00
POMPS TIRE SERVICE INC	1240048023	01/08/2025	321 TIRE	01-31-43-6210	1575	136.88
Division 43 - PARKS MAINTENANCE Total:						19,532.75
Department 31 - PUBLIC WORKS Total:						162,275.80
Department: 32 - COMMUNIITY DEVELOPMENT						
Division: 11 - ADMINISTRATIVE						
MCLAUGHLIN COURT	120524-2	12/11/2024	P&Z PROJECT #24-032 TEXT	01-32-11-6202	1503	200.00
REPORTING SERVICES INC						
ST LOUIS AREA INSURANCE	2807	12/11/2024	COMM.DEV	01-32-11-5243	1509	376.74
TRUST						
BRIDGE TOWER OPCO LLC	745744442	12/11/2024	PROJECT #24-031 AMENDM	01-32-11-6260	1487	63.07
MCLAUGHLIN COURT	121824-1	12/27/2024	P&Z PROJECT #24-31 10176	01-32-11-6202	1545	116.00
REPORTING SERVICES INC						
BRIDGE TOWER OPCO LLC	745749085	01/03/2025	AMEND SITE PLAN 10300 OLI	01-32-11-6260	1557	58.31
T MOBILE USA	971998911-12/21/24	01/03/2025	CITY PHONES PLNING 11/21/	01-32-11-6253	68234	24.75
Division 11 - ADMINISTRATIVE Total:						838.87
Division: 61 - BUILDING DEPARTMENT						
ST LOUIS AREA INSURANCE	2807	12/11/2024	CD-INSP	01-32-61-5243	1509	17,868.41
TRUST						
VERIZON WIRELESS	6100389446	12/19/2024	TABLETS AND AIRCARDS BLD	01-32-61-6253	1534	280.07
SERVICES LLC						
T MOBILE USA	971998911-12/21/24	01/03/2025	CITY PHONES BUILDING 11/2	01-32-61-6253	68234	123.75
MABOI	MEMBERSHIP 2025	01/03/2025	BUILDING DEPT MEMBERSHI	01-32-61-6262	68228	280.00
Division 61 - BUILDING DEPARTMENT Total:						18,552.23
Department 32 - COMMUNIITY DEVELOPMENT Total:						19,391.10
Fund 01 - GENERAL FUND Total:						1,178,683.15
Fund: 02 - CAPITAL IMPROVEMENT FUND						
Department: 61 - CIP						
Division: 71 - CIP						
ONE VISION LLC	19417	12/11/2024	PARK PLANTING - 1030 N LIN	02-61-71-9501	1506	6,300.00
ST LOUIS AREA INSURANCE	2807	12/11/2024	CAPITAL FUND	02-61-71-5243	1509	4,275.85
TRUST						
THOUVENOT WADE &	88648	12/11/2024	FERNVIEW SIDEWALK PHAS	02-61-71-9510	1511	9,738.00
MOERCHEN INC						
B32 ENGINEERING GROUP	3265	12/19/2024	R-22 Switchover Rink Project	02-61-71-9506	68194	7,825.00
INC						
ENERGY PETROLEUM CO	449948	12/19/2024	REGULAR FUEL PW ADMIN-C	02-61-71-7307	1519	67.68
HORNER AND SHIFRIN INC	74587	12/27/2024	NEW BALLAS IMP PROJ PHS	02-61-71-9510	1543	3,188.45

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
TRAFFIC CONTROL COMPAN	006086	01/08/2025	STREET/SIDWLK- RD STRIPIN	02-61-71-9510	68244	16,444.20
Division 71 - CIP Total:						47,839.18
Department 61 - CIP Total:						47,839.18
Fund 02 - CAPITAL IMPROVEMENT FUND Total:						47,839.18

Fund: 05 - PARKS & STORMWATER FUND

Department: 61 - CIP

Division: 71 - CIP

ONE VISION LLC	19417	12/11/2024	PARK PLANTING - MILLENNI	05-61-71-9506	1506	3,780.00
ST LOUIS AREA INSURANCE TRUST	2807	12/11/2024	P&S FUND	05-61-71-5243	1509	3,917.08
BRADY CONSTRUCTION INC	827	12/11/2024	VENABLE PARK IMP PH I- RES	05-61-71-9506	1486	16,875.00
THOUVENOT WADE & MOERCHEN INC	88647	12/11/2024	VENABLE PARK SITE DESIGN	05-61-71-9506	1511	31,270.00
ENERGY PETROLEUM CO	449948	12/19/2024	REGULAR FUEL PW ADMIN-P	05-61-71-7307	1519	16.98
REITZ & JENS INC	16620	12/27/2024	BEAVER DR CROSSING PHAS	05-61-71-9509	1549	70,983.92
TWO ALPHA CONTRACTING LLC	20241212.02	12/27/2024	BALLAS CULVERT(TARRYTOW	05-61-71-9509	1552	11,948.00
BAX ENGINEERING	202497008	12/27/2024	SONA LANE PROJECTPAY APP	05-61-71-9509	1536	6,414.50
TREKK DESIGN GROUP LLC	24-001949	12/27/2024	FY25 STORMWATER PRJ BUN	05-61-71-9509	1551	46,885.61
HOME DEPOT CREDIT SERVICES	3011031	12/31/2024	TAPPMEYER RENOVATIONS	05-61-71-9506	68223	38.36
HOME DEPOT CREDIT SERVICES	4023087	12/31/2024	TAPPMEYER REPAIR SUPPLIE	05-61-71-9506	68223	16.36
HOME DEPOT CREDIT SERVICES	4034046	12/31/2024	TAPPMEYER REPAIR SUPPLIE	05-61-71-9506	68223	210.26
HOME DEPOT CREDIT SERVICES	5024760	12/31/2024	TAPPMEYER SUPPLIES	05-61-71-9506	68223	218.95
HOME DEPOT CREDIT SERVICES	5524780	12/31/2024	TAPPMEYER SUPPLIES	05-61-71-9506	68223	101.94
BRADY CONSTRUCTION INC	830	01/08/2025	VENABLE PHASE I - RESTROO	05-61-71-9506	1571	31,499.00
Division 71 - CIP Total:						224,175.96
Department 61 - CIP Total:						224,175.96
Fund 05 - PARKS & STORMWATER FUND Total:						224,175.96

Fund: 06 - MUNICIPAL ENTERPRISE FUND

ALL STAR PRO GOLF	INV39995	12/19/2024	LOGO BALLS	06-1625	1514	203.04
						203.04
						203.04

Department: 14 - COMMUNITY SERVICES

Division: 31 - ICE ARENA

AMERENUE	1801001713-11/15/24	12/09/2024	11400 OLDE CABIN ICE AREN	06-14-31-6250	DFT0009922	6,086.15
MISSOURI AMERICAN WATER CO	1017-210013831700-11/20/	12/11/2024	11400 OLDE CABIN RD 10/18	06-14-31-6254	68181	1,101.25

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CHARTER COMMUNICATION	173955201120124	12/11/2024	DRC TV & INTERNET DEC 24	06-14-31-6255	1490	173.19
ST LOUIS AREA INSURANCE TRUST	2807	12/11/2024	ICE	06-14-31-5243	1509	4,887.48
ST LOUIS AREA INSURANCE TRUST	2807	12/11/2024	FY25 WORK COMP, POLICE &	06-14-31-6220	1509	2,041.00
MISSOURI AMERICAN WATER CO	1017-210013831861-12/03/	12/19/2024	11400 OLDE CABIN FIRE SER	06-14-31-6254	68201	75.68
DOUGLAS VENTURES LLC	412565001-0215	12/19/2024	DRC ICE RINK CLEANING DEC	06-14-31-6203	1517	315.10
US BANK EQUIPMENT FINANCE	543364905	12/19/2024	DRC PRINTER USE CHARGES	06-14-31-6213	68211	44.21
VESTIS GROUP INC	6170350068	12/19/2024	DRC MOP AND TOWEL SERVI	06-14-31-7301	1535	31.27
VESTIS GROUP INC	6170352588	12/19/2024	DRC MOP AND TOWEL SERVI	06-14-31-7301	1535	31.27
RHINE PARACO GAS OF ST LOUIS LLC	865397	12/19/2024	PROPANE FOR OLY	06-14-31-7307	1529	170.19
GRAINGER	9324120543	12/19/2024	MISC MAINT SUPPLIES DRC	06-14-31-6212	1521	116.33
GRAINGER	9327993763	12/19/2024	MISC MAINT SUPPLIES DRC	06-14-31-6212	1521	20.62
OREILLY AUTOMOTIVE STORES INC	1388-494215	12/27/2024	OIL FILTERS DRC	06-14-31-6211	1547	35.57
METROPOLITAN ST LOUIS SEWER DISTRICT	287224	12/27/2024	1049261-9: 11400 OLDE CAB	06-14-31-6254	68216	1,029.50
BECKER ARENA PRODUCTS INC	614642	12/27/2024	DRC ICE RINK GLASS PANEL	06-14-31-6212	1537	1,770.00
VESTIS GROUP INC	6170355119	12/27/2024	DRC MOP AND TOWEL SERVI	06-14-31-7301	1554	31.27
SESAC INC	721937 2025	12/27/2024	MUSIC LICENSE FEE 20254	06-14-31-6262	68221	610.00
RHINE PARACO GAS OF ST LOUIS LLC	869192	12/27/2024	PROPANE FOR OLY	06-14-31-7307	1550	147.87
GRAINGER	9336494340	12/27/2024	MISC MAINT SUPPLIES DRC	06-14-31-6212	1542	75.90
SPIRE	4981701000-12/20/24	12/30/2024	11400 OLDE CABIN RD 11/20	06-14-31-6252	DFT0010035	1,927.79
HOME DEPOT CREDIT SERVICES	5093286	12/31/2024	LIGHT BULBS AND VACUUM	06-14-31-6212	68223	44.93
NEW SYSTEM LLC	105451	01/03/2025	MISC RINK SUPPLIES DRC	06-14-31-7301	1562	369.43
ALARM CENTER USA INC	281276	01/03/2025	NEW CORE/KEYS FOR ICE PL	06-14-31-6212	1555	416.00
VESTIS GROUP INC	6170357596	01/03/2025	DRC MOP AND TOWEL SERVI	06-14-31-7301	1568	31.27
RENTOKIL NORTH AMERICA INC	71443230	01/03/2025	PEST CONTROL FOR DRC & G	06-14-31-6212	1565	84.70
T MOBILE USA	971998911-12/21/24	01/03/2025	CITY PHONES GOLF 11/21/24	06-14-31-6253	68234	24.75
T MOBILE USA	971998911-12/21/24	01/03/2025	CITY PHONES ICE RINK 11/21	06-14-31-6253	68234	24.75
MISSOURI AMERICAN WATER CO	1017-210013831700-12/20/	01/08/2025	11400 OLDE CABIN RD 11/19	06-14-31-6254	68242	1,135.45
Division 31 - ICE ARENA Total:						22,852.92
Division: 32 - GOLF MAINTENANCE						
HOME DEPOT CREDIT SERVICES	2614546	12/06/2024	MIX OIL AND MISC BUILDING	06-14-32-6211	68174	19.94
HOME DEPOT CREDIT SERVICES	2614546	12/06/2024	MIX OIL AND MISC BUILDING	06-14-32-6212	68174	56.35

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
MISSOURI AMERICAN WATER CO	1017-210013831700-11/20/	12/11/2024	11400 OLDE CABIN RD 10/18	06-14-32-6254	68181	3,358.45
ST LOUIS AREA INSURANCE TRUST	2807	12/11/2024	GOLF MAINT	06-14-32-5243	1509	2,534.47
ST LOUIS AREA INSURANCE TRUST	2807	12/11/2024	FY25 WORK COMP, POLICE &	06-14-32-6220	1509	1,314.00
ERB TURF EQUIPMENT INC	01-120841	12/19/2024	FILTERS FOR DEERE EQUIPM	06-14-32-6211	1520	270.48
OREILLY AUTOMOTIVE STORES INC	1388-492855	12/19/2024	OIL/GREASE/ANTIFREEZE	06-14-32-6210	1527	105.72
OREILLY AUTOMOTIVE STORES INC	1388-492855	12/19/2024	OIL/GREASE/ANTIFREEZE	06-14-32-6211	1527	317.14
OREILLY AUTOMOTIVE STORES INC	1388-492990	12/19/2024	EQUIPMENT FILTERS	06-14-32-6211	1527	208.25
OREILLY AUTOMOTIVE STORES INC	1388-492994	12/19/2024	VEHICLE FILTERS	06-14-32-6210	1527	106.75
OREILLY AUTOMOTIVE STORES INC	1388-493052	12/19/2024	AIR FILTERS	06-14-32-6211	1527	53.52
MTI DISTRIBUTING INC	1457060-00	12/19/2024	TORA EQUIPMENT FILTERS VI	06-14-32-6211	1525	895.93
GREENSPRO INC	INV0060152	12/19/2024	INSTRATA FUNGICIDE FOR G	06-14-32-7303	1522	940.00
GREENSPRO INC	INV0060153	12/19/2024	ETEPHON GROWTH REGULA	06-14-32-7303	1522	299.50
TURFWERKS-SCOTT'S POWER EQUIPMENT LLC	MI13076	12/19/2024	FILTERS FOR CUSHMAN AND	06-14-32-6210	68210	206.09
MTI DISTRIBUTING INC	1457454-00	12/27/2024	OIL FILTER PROCORE 648	06-14-32-6211	1546	10.21
HOME DEPOT CREDIT SERVICES	1034829	12/31/2024	DRAIN REPAIR	06-14-32-6212	68223	25.00
HOME DEPOT CREDIT SERVICES	4095791	12/31/2024	CLEANOUT ADAPTERS FOR	06-14-32-6212	68223	37.50
OREILLY AUTOMOTIVE STORES INC	1388-494831	01/03/2025	TURN BULBS TRUCK 106	06-14-32-6210	1563	6.59
RENTOKIL NORTH AMERICA INC	71443230	01/03/2025	PEST CONTROL FOR DRC & G	06-14-32-6212	1565	36.30
T MOBILE USA	971998911-12/21/24	01/03/2025	CITY PHONES GOLF MAINT 1	06-14-32-6253	68234	24.75
AMERENUE	0639074006-12/12/24	01/07/2025	11400 OLDE CABIN LAKE FO	06-14-32-6250	DFT0010067	69.14
AMERENUE	4863142006-12/12/24	01/07/2025	11400 OLDE CABIN GOLF FA	06-14-32-6250	DFT0010066	9.14
AMERENUE	7072604119-12/12/24	01/07/2025	11400 OLDE CABIN MAINT S	06-14-32-6250	DFT0010065	155.71
MISSOURI AMERICAN WATER CO	1017-210013831700-12/20/	01/08/2025	11400 OLDE CABIN RD 11/19	06-14-32-6254	68242	33.74
Division 32 - GOLF MAINTENANCE Total:						11,094.67

Division: 33 - PRO-SHOP

AMERENUE	9601003815-11/13/24	12/05/2024	11400 OLDE CABIN GOLF SH	06-14-33-6250	DFT0009923	1,220.45
CHARTER COMMUNICATION	173955201120124	12/11/2024	DRC TV & INTERNET DEC 24	06-14-33-6255	1490	74.23
ST LOUIS AREA INSURANCE TRUST	2807	12/11/2024	GOLF-PRO SHOP	06-14-33-5243	1509	939.55
ST LOUIS AREA INSURANCE TRUST	2807	12/11/2024	FY25 WORK COMP, POLICE &	06-14-33-6220	1509	889.00

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
PERFORMANCE FOOD GROUP INC	4902904	12/19/2024	HOT DOGS/SNACKS FOR RES	06-14-33-7304	68205	37.55
US BANK EQUIPMENT FINANCE	543364905	12/19/2024	DRC PRINTER USE CHARGES	06-14-33-6213	68211	44.21
VESTIS GROUP INC	6170350068	12/19/2024	DRC MOP AND TOWEL SERVI	06-14-33-7301	1535	22.02
VESTIS GROUP INC	6170352588	12/19/2024	DRC MOP AND TOWEL SERVI	06-14-33-7301	1535	22.02
ALL STAR PRO GOLF	INV39995	12/19/2024	LOGO BALLS	06-14-33-8324	1514	0.17
METROPOLITAN ST LOUIS SEWER DISTRICT	287224	12/27/2024	1049261-9: 11400 OLDE CAB	06-14-33-6254	68216	343.16
VESTIS GROUP INC	6170355119	12/27/2024	DRC MOP AND TOWEL SERVI	06-14-33-7301	1554	22.02
SPIRE	4981701000-12/20/24	12/30/2024	11400 OLDE CABIN RD 11/20	06-14-33-6252	DFT0010035	826.19
VESTIS GROUP INC	6170357596	01/03/2025	DRC MOP AND TOWEL SERVI	06-14-33-7301	1568	22.02
AMERENUE	9601003815-12/13/24	01/08/2025	11400 OLDE CABIN GOLF SH	06-14-33-6250	DFT0010068	1,395.18
Division 33 - PRO-SHOP Total:						5,857.77
Division: 34 - FOOD SERVICES						
ST LOUIS AREA INSURANCE TRUST	2807	12/11/2024	GOLF-FOOD	06-14-34-5243	1509	165.80
ST LOUIS AREA INSURANCE TRUST	2807	12/11/2024	FY25 WORK COMP, POLICE &	06-14-34-6220	1509	55.00
PERFORMANCE FOOD GROUP INC	4902904	12/19/2024	HOT DOGS/SNACKS FOR RES	06-14-34-8315	68205	141.75
PERFORMANCE FOOD GROUP INC	4902904	12/19/2024	HOT DOGS/SNACKS FOR RES	06-14-34-8319	68205	1,417.58
PEPSICO BEVERAGE SALES LL	60212013	12/19/2024	SODA FOR RESALE	06-14-34-8317	68204	581.43
VESTIS GROUP INC	6170350068	12/19/2024	DRC MOP AND TOWEL SERVI	06-14-34-7301	1535	17.77
VESTIS GROUP INC	6170352588	12/19/2024	DRC MOP AND TOWEL SERVI	06-14-34-7301	1535	17.77
D AND D DISTRIBUTORS LLP	238720	12/27/2024	BEER FOR RESALE	06-14-34-8316	1538	265.40
D AND D DISTRIBUTORS LLP	238721	12/27/2024	SODA FOR RESALE	06-14-34-8317	1538	100.00
VESTIS GROUP INC	6170355119	12/27/2024	DRC MOP AND TOWEL SERVI	06-14-34-7301	1554	17.77
VESTIS GROUP INC	6170357596	01/03/2025	DRC MOP AND TOWEL SERVI	06-14-34-7301	1568	17.77
Division 34 - FOOD SERVICES Total:						2,798.04
Department 14 - COMMUNITY SERVICES Total:						42,603.40
Fund 06 - MUNICIPAL ENTERPRISE FUND Total:						42,806.44
Fund: 11 - SEWER LATERAL FUND						
Department: 61 - CIP						
Division: 93 - SEWER LATERAL						
ST LOUIS AREA INSURANCE TRUST	2807	12/11/2024	SEWER-PW	11-61-93-5243	1509	414.97
CASEY DAVIS	00188-0575-12/17/24	12/19/2024	SANITARY SEWER LATERAL R	11-61-93-9315	68195	2,100.00
JANICE SZYMANSKI	00188-0576-12/23/24	01/03/2025	SANITARY SEWER LATERAL R	11-61-93-9315	68227	2,240.00

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MARTIN MEULENDYKE	00188-0577-01/02/25	01/08/2025	SANITARY SEWER LATERAL R	11-61-93-9315	68240	6,161.05
Division 93 - SEWER LATERAL Total:						10,916.02
Department 61 - CIP Total:						10,916.02
Fund 11 - SEWER LATERAL FUND Total:						10,916.02
Fund: 19 - PUBLIC SAFETY FUND						
Department: 21 - POLICE						
Division: 23 - PUBLIC SAFETY						
MISSOURI AMERICAN WATER CO	1017-220023905711-11/22/	12/11/2024	350 N NEW BALLAS 10/18/2	19-21-23-6254	68179	294.33
METROPOLITAN ST LOUIS SEWER DISTRICT	1225607-9-OCT24	12/11/2024	PD SUMMARY BILLING 1225	19-21-23-6254	68178	104.30
CHARTER COMMUNICATION	173957801120124	12/11/2024	PD VOICE DEC 24	19-21-23-6253	1489	297.90
CHARTER COMMUNICATION	173957801120124	12/11/2024	PD TV AND INTERNET DEC 2	19-21-23-6255	1489	261.75
ENERGY PETROLEUM CO	446509	12/11/2024	DIESEL FUEL FOR PD GENERA	19-21-23-7307	1497	1,160.67
FLOCK GROUP INC	INV-52617	12/11/2024	3 ADD'L FLOCK SAFETY LPRS	19-21-23-9503	1498	9,450.00
LOCAL CLEANERS LLC	000366	12/19/2024	CLEANING SERVICES - LOCAL	19-21-23-6212	1524	1,275.00
MISSOURI AMERICAN WATER CO	1017-220023905773-12/03/	12/19/2024	350 N NEW BALLAS RD FIRE	19-21-23-6254	68199	139.70
ED ROEHR SAFETY PRODUCT	545053	12/19/2024	GAS MASKS AND CANNISTER	19-21-23-9503	1518	10,494.00
RENTOKIL NORTH AMERICA INC	70615277	12/19/2024	PD PEST CONTROL MAINTEN	19-21-23-6212	1528	70.40
RENTOKIL NORTH AMERICA INC	71914147	12/19/2024	GENERAL PEST CONTROL FO	19-21-23-6212	1528	125.00
MISSOURI AMERICAN WATER CO	1017-220023905711-12/24/	01/08/2025	350 N NEW BALLAS 11/19/2	19-21-23-6254	68241	181.97
Division 23 - PUBLIC SAFETY Total:						23,855.02
Department 21 - POLICE Total:						23,855.02
Fund 19 - PUBLIC SAFETY FUND Total:						23,855.02
Fund: 99 - POOLED CASH						
ARVEST BANK	1797-12/09/24	12/11/2024	EPAYMENT 12/11/24	99-2809	DFT0009941	2,884.29
ARVEST BANK	1797-12/16/24	12/18/2024	EPAYMENT 12/18/24	99-2809	DFT0009975	16,424.77
ARVEST BANK	1797-12/23/24	12/25/2024	EPAYMENT 12/25/24	99-2809	DFT0010001	5,206.61
ARVEST BANK	1797-12/30/24	01/01/2025	EPAYMENT 1/1/25	99-2809	DFT0010040	70,114.84
						94,630.51
						94,630.51
Fund 99 - POOLED CASH Total:						94,630.51
Grand Total:						1,622,906.28

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	1,178,683.15
02 - CAPITAL IMPROVEMENT FUND	47,839.18
05 - PARKS & STORMWATER FUND	224,175.96
06 - MUNICIPAL ENTERPRISE FUND	42,806.44
11 - SEWER LATERAL FUND	10,916.02
19 - PUBLIC SAFETY FUND	23,855.02
99 - POOLED CASH	94,630.51
Grand Total:	1,622,906.28

Account Summary

Account Number	Account Name	Payment Amount
01-11-12-5243	WORKERS COMPENSATI	52.04
01-11-12-6262	DUES MEMBERSHIPS &	2,873.42
01-11-12-7306	MEMORIALS AND PLAQ	10.00
01-11-12-7315	SPECIAL EVENTS	920.00
01-11-13-5243	WORKERS COMPENSATI	104.55
01-12-10-6201	LEGAL AND ACCOUNTIN	11,236.00
01-12-11-5243	WORKERS COMPENSATI	615.31
01-12-11-6202	TECHNICAL AND PERSO	62.05
01-12-11-6203	PROFESSIONAL SERVICE	32,219.16
01-12-11-6253	TELEPHONE	49.50
01-12-14-5243	WORKERS COMPENSATI	197.58
01-12-14-6201	LEGAL AND ACCOUNTIN	4,750.00
01-12-14-6213	OFFICE EQUIPMENT MAI	303.96
01-12-14-6253	TELEPHONE	24.75
01-13-11-5243	WORKERS COMPENSATI	433.39
01-13-11-6202	TECHNICAL AND PERSO	2.00
01-13-11-6253	TELEPHONE	24.75
01-13-11-6264	IN TOWN MEETINGS	34.00
01-13-15-5230	HOSPITAL AND MEDICAL	16,456.39
01-13-15-6213	OFFICE EQUIPMENT MAI	60.00
01-13-15-6220	LIABILITY INSURANCE	59,351.00
01-13-15-6253	TELEPHONE	2,238.92
01-13-15-6255	CABLE TV AND INTERNE	328.09
01-13-15-6266	EQUIPMENT RENTAL	50.00
01-13-15-6269	POSTAGE	-0.59
01-13-15-6272	EMPLOYEE RELATIONS	3,366.00
01-13-15-7304	GENERAL SUPPLIES	822.12
01-13-15-7312	OFFICE SUPPLIES	1,108.27
01-13-51-5243	WORKERS COMPENSATI	113.76

Account Summary

Account Number	Account Name	Payment Amount
01-13-51-6202	TECHNICAL AND PERSO	1,845.00
01-13-51-6213	OFFICE EQUIPMENT MAI	1,597.97
01-13-51-6253	TELEPHONE	24.75
01-13-51-7331	COMPUTER HARDWARE	1,243.11
01-14-11-5243	WORKERS COMPENSATI	1,535.51
01-14-11-6213	OFFICE EQUIPMENT MAI	44.22
01-16-11-5243	WORKERS COMPENSATI	1,472.88
01-16-11-6212	BUILDING AND GROUND	5,276.82
01-16-11-6250	ELECTRICITY	3,647.90
01-16-11-6252	NATURAL GAS	820.54
01-16-11-6253	TELEPHONE	24.75
01-16-11-6254	WATER AND SEWER	702.60
01-16-11-7308	WEARING APPAREL AND	40.95
01-1652	PREPAID POSTAGE	3,000.00
01-2101	ST. LOUIS CITY EARNING	742.11
01-2102	FICA WITHHOLDING	135,006.58
01-2103	MEDICARE WITHHOLDIN	32,237.57
01-2104	FEDERAL TAX WITHHOL	107,075.28
01-2105	MISSOURI TAX WITHHOL	39,139.00
01-2111	PAYROLL GARNISHMENT	39.72
01-21-11-5243	WORKERS COMPENSATI	22,016.69
01-21-11-6210	VEHICLE MAINTENANCE	40.98
01-21-11-6253	TELEPHONE	369.31
01-21-11-6271	MEDICAL SUPPLIES	10.00
01-21-11-7307	GASOLINE, PROPANE &	473.04
01-21-11-7308	WEARING APPAREL AND	40.95
01-2113	PAYROLL CHILD SUPPOR	2,522.79
01-21-21-5243	WORKERS COMPENSATI	19,917.45
01-21-21-6202	TECHNICAL AND PERSO	137.00
01-21-21-6203	PROFESSIONAL SERVICE	70.00
01-21-21-6253	TELEPHONE	57.75
01-21-21-7307	GASOLINE, PROPANE &	755.07
01-21-22-5241	PENSION CONTRIBUTIO	0.23
01-21-22-5243	WORKERS COMPENSATI	95,082.92
01-21-22-6202	TECHNICAL AND PERSO	77.00
01-21-22-6203	PROFESSIONAL SERVICE	188.00
01-21-22-6210	VEHICLE MAINTENANCE	568.64
01-21-22-6253	TELEPHONE	18.24
01-21-22-7307	GASOLINE, PROPANE &	7,383.05
01-21-22-7313	RANGE SUPPLIES	4,595.65
01-21-22-9503	EQUIPMENT	16,719.84
01-2211	HEALTH INSURANCE	127,449.98

Account Summary

Account Number	Account Name	Payment Amount
01-2213	DENTAL INSURANCE PAY	6,582.68
01-2215	INTENSIVE CARE/CANCE	367.80
01-2216	SUPPLEMENTAL LIFE	68.60
01-2225	HEALTH INS PREM PAID	3,540.02
01-2226	DENTAL INS PREM PAID	204.04
01-2312	401 - ICMA	2,501.10
01-2317	MO LAGERS	142,194.00
01-2318	ICMA ROTH 457	18,383.89
01-2319	ICMA ROTH IRA	2,078.82
01-2321	457 - VOYA	6,048.13
01-2322	457 - ICMA	32,603.99
01-2323	MOST PROGRAM	2,355.00
01-2324	ICMA LOAN REPAYMENT	1,909.50
01-2412	PEACE OFFICER AND STA	3.00
01-2413	CVC - CRIME VICTIMS C	22.50
01-2806	OLIA REIMBURSABLE RE	6,336.03
01-31-11-5243	WORKERS COMPENSATI	2,597.11
01-31-11-6211	EQUIPMENT MAINTENA	9.45
01-31-11-6213	OFFICE EQUIPMENT MAI	296.74
01-31-11-6253	TELEPHONE	168.47
01-31-11-6260	ADVERTISING	40.25
01-31-11-6262	DUES MEMBERSHIPS &	238.00
01-31-11-7307	GASOLINE, PROPANE &	57.54
01-31-41-5243	WORKERS COMPENSATI	26,382.81
01-31-41-6202	TECHNICAL AND PERSO	48,112.05
01-31-41-6207	TEMP PROFESSIONAL SE	8,876.01
01-31-41-6210	VEHICLE MAINTENANCE	1,306.34
01-31-41-6211	EQUIPMENT MAINTENA	1,255.86
01-31-41-6212	BUILDING AND GROUND	23,868.33
01-31-41-6213	OFFICE EQUIPMENT MAI	59.90
01-31-41-6250	ELECTRICITY	1,095.31
01-31-41-6251	STREET LIGHTING	10,743.71
01-31-41-6252	NATURAL GAS	469.63
01-31-41-6253	TELEPHONE	268.62
01-31-41-6254	WATER AND SEWER	11,968.30
01-31-41-6266	EQUIPMENT RENTAL	673.52
01-31-41-7302	SMALL TOOLS	94.68
01-31-41-7307	GASOLINE, PROPANE &	3,415.26
01-31-41-7308	WEARING APPAREL AND	470.16
01-31-41-7310	SNOW REMOVAL	275.00
01-31-43-5243	WORKERS COMPENSATI	8,686.65
01-31-43-6207	TEMP PROFESSIONAL SE	2,958.67

Account Summary

Account Number	Account Name	Payment Amount
01-31-43-6210	VEHICLE MAINTENANCE	435.43
01-31-43-6211	EQUIPMENT MAINTENA	418.62
01-31-43-6212	BUILDING AND GROUND	393.12
01-31-43-6224	TAPPMAYER HOUSE MAI	1,373.76
01-31-43-6247	DOG PARK EXPENSES	922.00
01-31-43-6250	ELECTRICITY	820.30
01-31-43-6252	NATURAL GAS	469.62
01-31-43-6253	TELEPHONE	93.01
01-31-43-6254	WATER AND SEWER	783.40
01-31-43-6266	EQUIPMENT RENTAL	673.52
01-31-43-7307	GASOLINE, PROPANE &	1,414.57
01-31-43-7308	WEARING APPAREL AND	90.08
01-32-11-5243	WORKERS COMPENSATI	376.74
01-32-11-6202	TECHNICAL AND PERSO	316.00
01-32-11-6253	TELEPHONE	24.75
01-32-11-6260	ADVERTISING	121.38
01-32-61-5243	WORKERS COMPENSATI	17,868.41
01-32-61-6253	TELEPHONE	403.82
01-32-61-6262	DUES MEMBERSHIPS &	280.00
01-4604	POLICE MISC REVENUE	-1.11
02-61-71-5243	WORKERS COMPENSATI	4,275.85
02-61-71-7307	GASOLINE, PROPANE &	67.68
02-61-71-9501	BUILDINGS AND IMPRO	6,300.00
02-61-71-9506	PARK AND RECREATION	7,825.00
02-61-71-9510	STREETS	29,370.65
05-61-71-5243	WORKERS COMPENSATI	3,917.08
05-61-71-7307	GASOLINE, PROPANE &	16.98
05-61-71-9506	PARK DEVELOPMENT PR	84,009.87
05-61-71-9509	STORMWATER PROJECTS	136,232.03
06-14-31-5243	WORKERS COMPENSATI	4,887.48
06-14-31-6203	PROFESSIONAL SERVICE	315.10
06-14-31-6211	EQUIPMENT MAINTENA	35.57
06-14-31-6212	BUILDING AND GROUND	2,528.48
06-14-31-6213	OFFICE EQUIPMENT MAI	44.21
06-14-31-6220	LIABILITY INSURANCE	2,041.00
06-14-31-6250	ELECTRICITY	6,086.15
06-14-31-6252	NATURAL GAS	1,927.79
06-14-31-6253	TELEPHONE	49.50
06-14-31-6254	WATER AND SEWER	3,341.88
06-14-31-6255	CABLE TV AND INTERNE	173.19
06-14-31-6262	DUES MEMBERSHIPS &	610.00
06-14-31-7301	CHEMICALS & CLEANING	494.51

Account Summary

Account Number	Account Name	Payment Amount
06-14-31-7307	GASOLINE, PROPANE &	318.06
06-14-32-5243	WORKERS COMPENSATI	2,534.47
06-14-32-6210	VEHICLE MAINTENANCE	425.15
06-14-32-6211	EQUIPMENT MAINTENA	1,775.47
06-14-32-6212	BUILDING AND GROUND	155.15
06-14-32-6220	LIABILITY INSURANCE	1,314.00
06-14-32-6250	ELECTRICITY	233.99
06-14-32-6253	TELEPHONE	24.75
06-14-32-6254	WATER AND SEWER	3,392.19
06-14-32-7303	HORTICULTURAL SUPPLI	1,239.50
06-14-33-5243	WORKERS COMPENSATI	939.55
06-14-33-6213	OFFICE EQUIPMENT MAI	44.21
06-14-33-6220	LIABILITY INSURANCE	889.00
06-14-33-6250	ELECTRICITY	2,615.63
06-14-33-6252	NATURAL GAS	826.19
06-14-33-6254	WATER AND SEWER	343.16
06-14-33-6255	CABLE TV AND INTERNE	74.23
06-14-33-7301	CHEMICALS & CLEANING	88.08
06-14-33-7304	GENERAL SUPPLIES	37.55
06-14-33-8324	MERCHANDISE-GOLF BA	0.17
06-14-34-5243	WORKERS COMPENSATI	165.80
06-14-34-6220	LIABILITY INSURANCE	55.00
06-14-34-7301	CHEMICALS & CLEANING	71.08
06-14-34-8315	SANDWICHES AND HOT	141.75
06-14-34-8316	BEER	265.40
06-14-34-8317	COFFEE,TEA & SOFT DRI	681.43
06-14-34-8319	SNACKS	1,417.58
06-1625	GOLF BALLS	203.04
11-61-93-5243	WORKERS COMPENSATI	414.97
11-61-93-9315	SEWER LATERAL REIMB	10,501.05
19-21-23-6212	BUILDING AND GROUND	1,470.40
19-21-23-6253	TELEPHONE	297.90
19-21-23-6254	WATER AND SEWER	720.30
19-21-23-6255	CABLE TV AND INTERNE	261.75
19-21-23-7307	GASOLINE, PROPANE &	1,160.67
19-21-23-9503	EQUIPMENT	19,944.00
99-2809	EPAYABLES LIABILITY	94,630.51
Grand Total:		1,622,906.28

Project Account Summary

Project Account Key	Payment Amount
None	1,365,468.73
19701E	9,738.00
200E	7,825.00
204E	3,780.00
216E	585.87
218E	79,644.00
403E	11,948.00
409e	70,983.92
411E	6,414.50
412E	46,885.61
60022E	16,444.20
608E	3,188.45
Grand Total:	1,622,906.28

**AN ORDINANCE REGULATING ELECTRIC VEHICLE CHARGING AND AMENDING
SECTION 405.1080.B.2.A, SECTION 405.120 DEFINITIONS, SECTION 405.210
TABLE A, SECTION 405.460 ACCESSORY USES AND STRUCTURES, SECTION
405.470 CONDITIONAL USES, AND REPLACING SECTION 405.860 RESERVED OF
THE ZONING ORDINANCE**

WHEREAS, an application was made by the Director of Community Development for the City of Creve Coeur to amend various sections of the zoning code including Section 405.120 Definitions, Section 405.210 Table A, Section 405.460 Accessory Uses and Structures, Section 405.470 Conditional Uses and Replacing Section 405.860 Reserved with a new section titled Electric Vehicle Charging Requirements in order to regulate Electric Vehicle Charging; and

WHEREAS, the Planning and Zoning Commission of the City of Creve Coeur, Missouri has recognized the need for such regulations in the City Code of Ordinances as set forth herein, to more effectively implement the goals of the Comprehensive Plan and the purposes of 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 Monday, November 18, 2024 and Monday, December 2, 2024 and beginning at 6:00 p.m., or immediately following the close of the previous public hearing; and

WHEREAS, the Planning and Zoning Commission reviewed and, by a vote of 5-0 recommended approval of the subject amendments as set forth herein at its meeting on Monday, December 2, 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 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: Section 405.1080.B.2.a of the Zoning Ordinance, of the City of Creve Coeur's Code of Ordinances shall be amended (with the remainder of Section 405.1080 being unchanged) as follows:

A site development plan shall be required for:

- a. Any conditional use that involves site changes.
- b. Any project which includes the development of a parcel of land that contains no buildings or for which the existing buildings are to be removed and a new building or buildings constructed.
- c. Any development that is adding more than five thousand (5,000) square feet of new impermeable surface to a site, and
- d. Any development which will add less than five thousand (5,000) square feet of new impermeable surface to a site where such site has previously received one (1) or more minor site plan approvals and the sum total of the impermeable surface added and proposed to be added to the site exceeds five thousand (5,000) square feet.

SECTION 2: Section 405.120 of the Zoning Ordinance, of the City of Creve Coeur's Code of Ordinances shall be amended by adding the following definitions:

Electric Vehicle (EV)

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

Electric Vehicle Chargers

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

Direct Current Fast Charging (DCFC) Station

Large scale standalone use for fast charging similar to a gas station.

Electric Vehicle Supply Equipment (EVSE)

The conductors, including the ungrounded, grounded, and equipment grounding conductors, and the electric vehicle connectors, attachment

plugs, and all other fittings, devices, power outlets, or apparatus installed specifically for the purpose of transferring energy between the premises wiring and the electric vehicle.

EV Ready

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

EVSE Installed

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

SECTION 3: Section 405.210 Table A of the Zoning Ordinance, of the City of Creve Coeur's Code of Ordinances shall be amended by adding an additional item as follows:

		ZONING DISTRICTS													
Use Code	2012 NAICS Title	A	B	C	D	AR	HE	PH	PO	RO	MX	PC	GC	CB	LI
CC447190	Direct Current Fast Charging (DCFC) Electric Vehicle Charging Stations, as defined under Section 405.120 and when not accessory to a primary use.										C	C	C	C	C

SECTION 4: Section 405.460.B.of the Zoning Ordinance, of the City of Creve Coeur's Code of Ordinances shall be amended by adding a new subsection as follows:

22. Electric Vehicle Chargers

- a. Level 1 and 2 Electric Vehicle Charging Spaces—administrative approval may be granted when located in the “CB”, “GC”, “PO”, “RO”, “MX”, “AR”, “PC”, “HE”, “PH”, “LI” Zoning Districts, Planned Zoning Districts, and when an allowed institutional use within residential zoning districts, subject to the following standards:
 - 1) Any EV charging space must be located in a parking structure or in a parking lot that serves a principal use.
 - 2) All EV spaces and equipment shall be located so as not to interfere or impede any vehicle, bike, or pedestrian circulation and shall not block any fire lanes or access into the site.

- 3) In multi-family residential developments, EV charging spaces shall be located in parking structures, when available. When no parking garage is available on site, EV charging spaces may be located in the parking lot.
- 4) In developments that meet or exceed current off street parking requirements and that provide on-site or shared parking spaces for the existing uses, parking spaces used for electric vehicle charging will not be deducted from the overall available parking spaces.
- 5) EVSE shall not be located within the first ten (10) feet of the front yard setback from the right-of-way.
- 6) EV spaces shall include signage designating the spaces for EV charging use. The signage shall follow the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD) standard requirements for EV charging and parking facilities or as may be approved by the Zoning Administrator.
- 7) Canopies are not allowed in association with EV charging spaces when permitted as an accessory use.
- 8) All EV charging spaces shall include vehicle impact protections in order to protect the equipment and vehicles using the equipment.

If the above standards cannot be met, the applicant may seek Planning and Zoning Commission approval as a site development plan per Section 405.1080.

- b. Direct Current Fast Charging (DCFC) Electric Vehicle Charging Spaces—Planning and Zoning Commission approval may be granted when located in the “CB”, “GC”, “MX”, “PC” “PH” “HE” “PO” “RO”, and “LI” Zoning Districts and Planned Zoning Districts, following the Site Development Plan procedures in Section 405.1080. The Planning and Zoning Commission shall review the application taking into consideration the following standards:
 - 1) EVSE shall be located in an area within the site that limits the visual impact of the equipment.
 - 2) EVSE shall not be located in any required buffer yard.
 - 3) EVSE shall not be located within the first ten (10) feet of the front yard setback from the right-of-way or within any required interior landscaped area within the parking lot.
 - 4) All DCFC ground mounted equipment locations shall include a landscaping plan and shall be landscaped and screened as deemed appropriate by the Planning and Zoning Commission.
 - 5) All DCFC ground mounted equipment shall be included in the site coverage calculation.

- 6) All lighting shall meet existing lighting standards outlined in Section 405.680.
- 7) All EV charging spaces shall include vehicle impact protections in order to protect the equipment and vehicles using the equipment.
- 8) EV spaces shall include signage designating the spaces for EV charging use. The signage shall follow the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD) standard requirements for EV charging and parking facilities or as may be approved by the Zoning Administrator.

SECTION 5: Section 405.470.A. of the Zoning Ordinance, of the City of Creve Coeur's Code of Ordinances shall be amended by adding a new subsection as follows:

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

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

SECTION 6: New Section 405.860 of the Zoning Ordinance, of the City of Creve Coeur's Code of Ordinances shall be added as follows:

Section 405.860 Electric Vehicle Charging Requirements

- A.** Any new parking facility or substantial alteration to an existing parking facility or building containing the primary use (except religious institutions and non-profit organizations) shall provide electric vehicle charging stations (EVSE Installed) or provide electric vehicle ready (EV Ready) charging stations. For the purposes of this Section, substantial alteration shall include renovation of the building or site that requires Site Development Plan approval per Section 405.1080.B.1. The following requirements apply:

1. A parking facility for any non-residential use, including commercial, office, or light industrial uses must have three (3) percent or a minimum of one (1) of the required parking spaces, whichever is greater, installed with charging stations or ready to be converted to a station for charging of elected vehicles.
2. A parking facility provided for any multi-family use must have a minimum of five (5) percent or a minimum of one (1) of the required parking spaces, whichever is greater, installed with charging stations or ready to be converted to a station for charging of elected vehicles.
3. In the case of a mixed-use residential and commercial building, the required number of electric vehicle charging parking spaces shall be computed separately for each use.
4. For the purposes of this section, the required number of electric vehicle charging parking spaces shall be determined by rounding to the nearest whole number.
5. The number of required EV charging spaces shall be based on the minimum number of parking spaces required by this Chapter, however, if additional parking spaces are provided in excess of the minimum requirement, EV charging spaces shall be required based on the actual spaces provided on site.
6. Required electric vehicle charging parking spaces are inclusive of the total required number of parking spaces.

SECTION 7: This ordinance shall become effective in accordance with Section 3.11 (g) of the City Charter.

ADOPTED THIS ____ DAY OF _____, 2025.

TIMOTHY CARNEY
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2025.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE
CITY CLERK

**AN ORDINANCE REGULATING ELECTRIC VEHICLE CHARGING AND AMENDING
SECTION 405.1080.B.2.A, SECTION 405.120 DEFINITIONS, SECTION 405.210
TABLE A, SECTION 405.460 ACCESSORY USES AND STRUCTURES, SECTION
405.470 CONDITIONAL USES, AND REPLACING SECTION 405.860 RESERVED OF
THE ZONING ORDINANCE**

WHEREAS, an application was made by the Director of Community Development for the City of Creve Coeur to amend various sections of the zoning code including Section 405.120 Definitions, Section 405.210 Table A, Section 405.460 Accessory Uses and Structures, Section 405.470 Conditional Uses and Replacing Section 405.860 Reserved with a new section titled Electric Vehicle Charging Requirements in order to regulate Electric Vehicle Charging; and

WHEREAS, the Planning and Zoning Commission of the City of Creve Coeur, Missouri has recognized the need for such regulations in the City Code of Ordinances as set forth herein, to more effectively implement the goals of the Comprehensive Plan and the purposes of 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 Monday, November 18, 2024 and Monday, December 2, 2024 and beginning at 6:00 p.m., or immediately following the close of the previous public hearing; and

WHEREAS, the Planning and Zoning Commission reviewed and, by a vote of 5-0 recommended approval of the subject amendments as set forth herein at its meeting on Monday, December 2, 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 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: Section 405.1080.B.2.a of the Zoning Ordinance, of the City of Creve Coeur's Code of Ordinances shall be amended (with the remainder of Section 405.1080 being unchanged) as follows:

A site development plan shall be required for:

- a. Any conditional use that involves site changes.
- b. Any project which includes the development of a parcel of land that contains no buildings or for which the existing buildings are to be removed and a new building or buildings constructed.
- c. Any development that is adding more than five thousand (5,000) square feet of new impermeable surface to a site, and
- d. Any development which will add less than five thousand (5,000) square feet of new impermeable surface to a site where such site has previously received one (1) or more minor site plan approvals and the sum total of the impermeable surface added and proposed to be added to the site exceeds five thousand (5,000) square feet.

SECTION 2: Section 405.120 of the Zoning Ordinance, of the City of Creve Coeur's Code of Ordinances shall be amended by adding the following definitions:

Electric Vehicle (EV)

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

Electric Vehicle Chargers

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

Direct Current Fast Charging (DCFC) Station

Large scale standalone use for fast charging similar to a gas station.

Electric Vehicle Supply Equipment (EVSE)

The conductors, including the ungrounded, grounded, and equipment grounding conductors, and the electric vehicle connectors, attachment

plugs, and all other fittings, devices, power outlets, or apparatus installed specifically for the purpose of transferring energy between the premises wiring and the electric vehicle.

EV Ready

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

EVSE Installed

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

SECTION 3: Section 405.210 Table A of the Zoning Ordinance, of the City of Creve Coeur's Code of Ordinances shall be amended by adding an additional item as follows:

Use Code	2012 NAICS Title	ZONING DISTRICTS													
		A	B	C	D	AR	HE	PH	PO	RO	MX	PC	GC	CB	LI
CC447190	Direct Current Fast Charging (DCFC) Electric Vehicle Charging Stations, as defined under Section 405.120 and when not accessory to a primary use.										C	C	C	C	C

SECTION 4: Section 405.460.B. of the Zoning Ordinance, of the City of Creve Coeur's Code of Ordinances shall be amended by adding a new subsection as follows:

22. Electric Vehicle Chargers

- a. Level 1 and 2 Electric Vehicle Charging Spaces—administrative approval may be granted when located in the “CB”, “GC”, “PO”, “RO”, “MX”, “AR”, “PC”, “HE”, “PH”, “LI” Zoning Districts, Planned Zoning Districts, and when an allowed institutional use within residential zoning districts, subject to the following standards:
 - 1) Any EV charging space must be located in a parking structure or in a parking lot that serves a principal use.
 - 2) All EV spaces and equipment shall be located so as not to interfere or impede any vehicle, bike, or pedestrian circulation and shall not block any fire lanes or access into the site.

- 3) In multi-family residential developments, EV charging spaces shall be located in parking structures, when available. When no parking garage is available on site, EV charging spaces may be located in the parking lot.
- 4) In developments that meet or exceed current off street parking requirements and that provide on-site or shared parking spaces for the existing uses, parking spaces used for electric vehicle charging will not be deducted from the overall available parking spaces.
- 5) EVSE shall not be located within the first ten (10) feet of the front yard setback from the right-of-way.
- 6) EV spaces shall include signage designating the spaces for EV charging use.
- 7) Canopies are not allowed in association with EV charging spaces when permitted as an accessory use.
- 8) All EV charging spaces shall include vehicle impact protections in order to protect the equipment and vehicles using the equipment.

If the above standards cannot be met, the applicant may seek Planning and Zoning Commission approval as a site development plan per Section 405.1080.

- b. Direct Current Fast Charging (DCFC) Electric Vehicle Charging Spaces—Planning and Zoning Commission approval may be granted when located in the “CB”, “GC”, “MX”, “PC” “PH” “HE” “PO” “RO”, and “LI” Zoning Districts and Planned Zoning Districts, following the Site Development Plan procedures in Section 405.1080. The Planning and Zoning Commission shall review the application taking into consideration the following standards:
 - 1) EVSE shall be located in an area within the site that limits the visual impact of the equipment.
 - 2) EVSE shall not be located in any required buffer yard.
 - 3) EVSE shall not be located within the first ten (10) feet of the front yard setback from the right-of-way or within any required interior landscaped area within the parking lot.
 - 4) All DCFC ground mounted equipment locations shall include a landscaping plan and shall be landscaped and screened as deemed appropriate by the Planning and Zoning Commission.
 - 5) All DCFC ground mounted equipment shall be included in the site coverage calculation.
 - 6) All lighting shall meet existing lighting standards outlined in Section 405.680.

- 7) All EV charging spaces shall include vehicle impact protections in order to protect the equipment and vehicles using the equipment.
- 8) EV spaces shall include signage designating the spaces for EV charging use.

SECTION 5: Section 405.470.A. of the Zoning Ordinance, of the City of Creve Coeur's Code of Ordinances shall be amended by adding a new subsection as follows:

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

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

SECTION 6: New Section 405.860 of the Zoning Ordinance, of the City of Creve Coeur's Code of Ordinances shall be added as follows:

Section 405.860 Electric Vehicle Charging Requirements

- A.** Any new parking facility or substantial alteration to an existing parking facility or building containing the primary use (except religious institutions and non-profit organizations) shall provide electric vehicle charging stations (EVSE Installed) or provide electric vehicle ready (EV Ready) charging stations. For the purposes of this Section, substantial alteration shall include renovation of the building or site that requires Site Development Plan approval per Section 405.1080.B.1. The following requirements apply:
1. A parking facility for any non-residential use, including commercial, office, or light industrial uses must have three (3) percent or a minimum of one (1) of the required parking spaces, whichever is greater, installed with charging stations or ready to be converted to a station for charging of electric vehicles.

2. A parking facility provided for any multi-family use must have a minimum of five (5) percent or a minimum of one (1) of the required parking spaces, whichever is greater, installed with charging stations or ready to be converted to a station for charging of elected vehicles.
3. In the case of a mixed-use residential and commercial building, the required number of electric vehicle charging parking spaces shall be computed separately for each use.
4. For the purposes of this section, the required number of electric vehicle charging parking spaces shall be determined by rounding to the nearest whole number.
5. The number of required EV charging spaces shall be based on the minimum number of parking spaces required by this Chapter, however, if additional parking spaces are provided in excess of the minimum requirement, EV charging spaces shall be required based on the actual spaces provided on site.
6. Required electric vehicle charging parking spaces are inclusive of the total required number of parking spaces.

SECTION 7: This ordinance shall become effective in accordance with Section 3.11 (g) of the City Charter.

ADOPTED THIS ____ DAY OF _____, 2025.

TIMOTHY CARNEY
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2025.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE
CITY CLERK



**APPLICATION TO PLANNING AND ZONING COMMISSION
#24-032: TEXT AMENDMENT TO THE ZONING CODE TO ESTABLISH
ELECTRIC VEHICLE CHARGING STATION DEFINITIONS AND
REGULATIONS**

FOR THE MEETING OF: Monday, December 2, 2024, 6:00 P.M.

LOCATION: All Zoning Districts

REQUEST: Jason Jaggi, Director of Community Development, of the City of Creve Coeur has submitted a text amendment application to establish electric vehicle (EV) charging station zoning regulations and provide associated terminology. The proposed amendments would allow Level 1 and Level 2 charging stations as permitted accessory uses subject to certain criteria within Section 405.460 of the zoning code. Direct Current Fast Charging (DCFC) stations, as accessory uses, would require a site plan with Planning and Zoning Commission approval subject to specific standards being met. Stand-alone Direct Current Fast Charging (DCFC) stations would be added as a new conditional use with regulations established within Section 405.470 for Planning and Zoning Commission and City Council approval. A new Section 405.860 would be created to require EV charging stations or EV-ready infrastructure for newly constructed and major modifications to commercial and multi-family uses with associated parking facilities.

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. This item was continued from the November 18, 2024 meeting.

APPLICANT: Jason Jaggi
Director of Community Development
300 N. New Ballas Road
St. Louis, MO, 63141

REPORT PREPARED BY: Bethany L. Moore, AICP, City Planner
DATE: November 27, 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 405.460: Accessory Uses and Structures
- Section 405.470: Conditional Uses
- Section 405.860: Reserved

SUMMARY OF CHANGES TO DRAFT ORDINANCE

After the draft ordinance was discussed at the November 18, 2024 Planning and Zoning Commission meeting, Staff incorporated some of the feedback provided into the draft ordinance including providing parameters for when redevelopments will be required to install EV spaces, i.e. when a site development plan is required according to the criteria outlined in Section 405.1080. B.2.

A site development plan shall be required for:

- a.** Any conditional use.
- b.** Any project which includes the development of a parcel of land that contains no buildings or for which the existing buildings are to be removed and a new building or buildings constructed.
- c.** Any development that is adding more than five thousand (5,000) square feet of new impermeable surface to a site, and
- d.** Any development which will add less than five thousand (5,000) square feet of new impermeable surface to a site where such site has previously received one (1) or more minor site plan approvals and the sum total of the impermeable surface added and proposed to be added to the site exceeds five thousand (5,000) square feet.

Additional feedback which was not directly incorporated into the draft ordinance includes condo renovation projects not being required to install EV charging spaces and clarifying that a new CUP would be required if an existing gas station use were to switch to an EV charging station use. Staff did not feel that these concerns needed to be directly incorporated into the draft ordinance. Due to the ownership structure of condominium developments requiring a percentage of the provided parking spaces, which are owned by individual condo owners, to contain EV charging equipment is not feasible. Any existing use which requires a CUP is required to receive a new CUP if the use/NAICS code changes and these changes are currently handled that way already so Staff did not feel it was necessary to codify this.

Staff created the following table in order to provide examples of what these requirements would look like when applied to recent developments and redevelopments throughout the city, all of which would be captured as part of a project that requires a site development plan per the revisions made to the draft ordinance.

REQUIRED EV SPACES DEVELOPMENT AND REDEVELOPMENT EXAMPLES

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

				Spaces/1 space min.	
Edge@WES T	12645 Olive Blvd.	Surface/Structure d	256	3% of Parking Spaces/1 space min.	8
Vanguard Heights Creve Coeur	10362 Old Olive	Structured/Limite d Surface	299	5% of Parking Spaces/1 space min.	15
The VUE	1001 Old Olive Way	Surface/Individu al Residential Garages and Carports	Residential: 311 Retail: 19 Total: 330	5% of Residential Parking Spaces/1 space min. Commercia l: 3% of Parking Spaces	1 Commercial 16 Residential
Mercy Performance Medicine Building	701 South New Ballas Road	Surface/Structure d	1028	3% of Parking Spaces/1 space min	31

CONCLUSION AND ACTION

The proposed amendments have been submitted to address the demand for EV charging spaces throughout the city. As these proposed regulations would apply to all zoning districts except single-family residential uses in single-family residential zoning districts and condos, the regulations would provide requirements that must be met in order to install any EV charging equipment within a site. Depending on the type of EV charging installed, Level 1, Level 2, DCFC fast charging, or a larger scale charging station similar to a gas station, standards must be met in order for the use to be approved either at staff level or through Planning and Zoning Commission and City Council approval. For new developments or redevelopments which require a site development plan, EV charging spaces will be required on a 3% or 5% basis depending on time of use.

Staff requests that the Commission consider the revisions that have been made to address when these requirements apply to existing properties that apply for substantial alterations and provide any additional direction.

MOTION

If the Planning and Zoning Commission believes these amendments are appropriate, the following would be a suitable motion for this application:

“I move to recommend approval to the City Council of the draft text amendment ordinance to amend the Zoning Code to regulate Electric Vehicle Charging Stations as described in the attached draft ordinance as part of Application 24-032 as prepared for the December 2, 2024 meeting” (conditions may be added, eliminated, or modified by proceeding 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.



MEMO TO THE PLANNING AND ZONING COMMISSION

Date: September 29, 2022

Subject: Electric Vehicle Charging Stations Work Session

Prepared by: Bethany L. Moore, City Planner

Meeting Date: October 3, 2022

Attachments: Fairfax, Virginia EV Charging Memo, Ameren Missouri EV Charging Guide for Business, Electrek-Charging Standard and How They Differ, Summary of Best Practices in Electric Vehicle Ordinances pg. 9-12 and 19-21 and Planning for Electric Vehicle Charging Facilities

Electric vehicle charging stations are becoming more common and all over the country municipalities are determining how to regulate this new use. The number of publicly available fast electric vehicle chargers worldwide jumped from 1,740 in 2012 to 563,910 in 2021. Creve Coeur has several single stall charging stations throughout the city and recently had the first application for a larger, multi-stall installation of chargers via EV Go at the Plaza Shops. The application included installation of Level 2 and Level 3 chargers and came before the Commission as a minor site plan in order to review the use's impacts on the site and surrounding area. The application was ultimately denied after lengthy discussion with the applicant. This application was undoubtedly the first of many that Creve Coeur will see as the popularity of electric vehicles grow and the charging infrastructure across the country expands. With these considerations in mind, it is imperative that the City establish the appropriate regulations to prepare for future requests.

St. Louis County and St. Louis City both have fairly new regulations for electric vehicle charging. The goal of those ordinances is focused on providing the infrastructure necessary to support the installation of electric vehicle charging stations. Very little information is available from surrounding municipalities as to the regulation of the use. Staff's goal for the discussion of EV charging regulations is to create requirements for this use that allow the public to take advantage of these technologies that are quickly becoming necessary while also protecting the aesthetic qualities of existing sites and mitigating the potential impacts on surrounding uses.

Background on EV Charging

According to Global EV Outlook 2022's Data Explorer, "Sales of electric vehicles (EVs) doubled in 2021 from the previous year to a new record of 6.6 million. In 2012, just 120 000 electric cars were sold worldwide. In 2021, more than that many are sold each week. Nearly 10% of global car sales were electric in 2021, four times the market share in 2019. This brought the total number of electric cars on the world's roads to about 16.5 million, triple the amount in 2018. Global sales of electric cars have kept rising strongly in 2022, with 2 million sold in the first quarter, up 75% from the same period in 2021." The rising demand for electric vehicles also leads to a rising demand for publicly available charging stations. Charging stations are popping up on commercial sites for public use either free to patrons of the primary use where the chargers are located or more commonly, at a cost via companies such as EV Go.

Many businesses and offices see the chargers as an incentive; either for employees or business patrons. EV charging stations can be free standing pedestals or wall mounted. Both require additional equipment and power connections with the size of such utilities dependent on the type of charging station.

There are currently 3 common types of charges on the market today: Level 1, Level 2, and DC Fast chargers, sometimes called Level 3. Level 1 produces the lowest amount of charging power and is equivalent to a standard 120-V AC wall outlet. The range per hour provided by Level 1 chargers amounts to roughly 5 miles of range per 1 hour of charging. Although not the most desirable chargers for distance drivers, this type of charging does allow most EVs to be charged almost anywhere. Level 2 is equivalent to 240-V electric connection and offers a larger range per hour than Level 1 at roughly 30 miles of range per 1 hour of charge. Level 2 chargers can charge most EVs fully in 8 hours. Level 2 is the most common level of charger typically provided by individual businesses or offices due to cost of installation and range per hour output. DC Fast chargers, as the name suggests, are the fastest of the three levels and provide a full charge in less than an hour. Due to the higher power capabilities of DC Fast chargers, they require a higher power supply and typically the largest utility equipment. DC Fast chargers are ideal for long distance travel and are the most ideal charging type needed to build a national framework of chargers to enable long-distance EV trips.

Framework for New Regulations

Staff seeks to regulate EV charging stations as an Accessory Use. Per Section 405.460, an Accessory Use is only permitted in connection with a principal use, both uses must be permitted in the district and is subject to the established Use Limitation and Location requirements for all accessory uses and structures. As a permitted accessory use, EV charging stations would be able to be approved at a staff level without the need for Planning and Zoning Commission approval of each project if the requirements for such a use were met. This would also avoid having lots used only for EV Charging without a principal building and give the Commission the ability to regulate which zoning districts allow EV charging stations. Any EV charging station project that does not meet the requirements would come before the Commission as a Minor Site Plan.

The following are areas for discussion that staff is seeking the Commission's feedback on in order to create a set of draft regulations for further discussion at a later work session:

- **Zoning districts in which the use is allowed.** Staff suggests allowing charging stations in all commercial and light industrial districts. Single chargers for personal, residential use would be allowed.
- **Site location.** Staff suggests creating placement requirements for the chargers and their equipment to mitigate any site traffic issues and negative impacts on the streetscape or surrounding uses. Example: No charging stations shall be placed in the first row of parking stalls adjacent to a street.
- **Screening.** Screening should be a requirement for all EV charging stations and is a key component in the integration of the chargers into the site. The charging stations themselves should include landscaping elements around and between them in some way in order to help them to blend in to the site. The equipment associated with charging stations, especially Level 3 charging stations, is of the utmost concern as they tend to be large and bulky. Screening these elements in some way, either with fencing or landscaping or some combination of both is ideal.
- **Quantity and Parking.** Each EV charging station requires a parking space in order to be used. Each parking space could be occupied for several hours as the vehicle charges. This takes available parking spaces away from the principal use. Limiting the number of charging stations allowed per site or tying the number of charging stations to the size of the lot, number of available parking spaces or some other factor can help to regulate the amount of available parking spaces used for this use on any given site. Since EV charging is something that staff and the country as a whole is trying to encourage, counting the required parking spaces as a fraction instead of a 1:1 basis is also suggested as an incentive.

- **Signage.** EV Charging stations can include a large amount of signage on the charging stations, on the parking spaces and with free standing signage. This is an area worth considering in order to prevent visual clutter.
- **Site Coverage.** EV charging stations would count towards site coverage if they are placed within existing non-paved areas. To encourage their use, EV charging stations and related equipment could either be eliminated completely from the site overage requirement or be counted as a fraction of the total area.

In addition to these zoning considerations, staff would also like the Commission to provide input on the desirability to require electric car charging facilities as part of new commercial and/or residential construction. After P&Z review at this work session, staff will incorporate any comments or suggestions into draft guidelines for discussion at a subsequent work session. After discussion on the draft guidelines with P&Z, staff will take the guidelines to a discussion with City Council before scheduling a public hearing for formal review by the public and the Commission.



MEMO TO THE PLANNING AND ZONING COMMISSION

Date: April 28, 2024

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

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

Meeting Date: April 1, 2024

Attachments: Fairfax, Virginia EV Charging Memo, Preparing for the Electric Vehicle Surge in *Zoning Practice* October 2022, Vol 39, No. 10, EV Zoning Regulations Draft Outline

Background on EV Charging

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

EV Charging Ordinance Background

In October of 2022 Staff held a work session with the Planning and Zoning Commission to discuss regulations for Electric Vehicle (EV) charging infrastructure. At that time, Staff discussed examples of the types of regulations that Creve Coeur could put in place and what issues the Commission would like to see the Ordinance focus on. The takeaways from that work session were that the biggest concerns were the large equipment that came with Direct Current Fast Charging (DCFC) or Level 3 charging stations, the locations of EV charging stations, and that the Planning and Zoning Commission were generally in favor of EV charging stations as an allowed use in Creve Coeur. Staff has since done more research into EV charging ordinances in other states and municipalities in order to produce draft regulations for Creve Coeur that will be discussed at the work session on April 1st. The draft that will be discussed includes definitions of terms associated with EV charging, requirements for EV charging as an accessory use,

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

Framework for New Regulations

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

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

A few areas that Staff is looking for feedback from the Commission include:

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

After discussion at the work session, Staff will also hold a work session with the Energy and Environment Committee on April 17th and City Council at a date to be determined after the meeting with E&E. Staff will then bring a Text Amendment before the Planning and Zoning Commission for a vote.



MEMO TO THE MAYOR AND CITY COUNCIL

Date: September 5, 2024

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

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

Meeting Date: September 9, 2024

Attachments: Electric Vehicle Zoning Regulations Draft Outline

Background on EV Charging

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

EV Charging Ordinance Background

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

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

Framework for New Regulations

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

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

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

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

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

Development Examples

Use	Address	Parking Configuration	Required/Provided Total Parking	Formula	Required/Provided EV Parking
Little Sunshine Daycare	515 N Lindbergh	Surface	21/24	3% of Parking Spaces/1 space min.	1/1
M1 Bank	11557 Olive	Surface	25/50	3% of Parking Spaces/1 space min.	1/2
BJC West County Hospital Building	12634 Olive	Surface	410	3% of Parking Spaces/1 space min.	12
First Bank HQ	11901 Olive	Surface/Structured	281/286	3% of Parking Spaces/1 space min.	8/9
Edge@BRDG	1001 N Warson	Surface	330	3% of Parking Spaces/1 space min.	10
Edge@WEST	12645 Olive Blvd.	Surface/Structured	256	3% of Parking Spaces/1 space min.	8
Vanguard Heights Creve Coeur	10362 Old Olive	Structured/Limited Surface	299	5% of Parking Spaces/1 space min.	15
The VUE	1001 Old Olive Way	Surface/Individual Residential Garages and Carports	Residential: 311 Retail: 19 Total: 330	5% of Residential Parking Spaces/1 space min. Commercial: 3% of Parking Spaces	1 Commercial 16 Residential
Mercy Performance Medicine Building	701 South New Ballas Road	Surface/Structured	1028	3% of Parking Spaces/1 space min	31

Page 1 1 PLANNING AND ZONING COMMISSION MEETING 2 CITY OF CREVE COEUR, MISSOURI 3 300 NORTH NEW BALLAS ROAD 4 MONDAY, DECEMBER 2, 2024 5 6:00 P.M. 6 7 PUBLIC HEARING 8 APPLICATION NO. 24-032 9 CONTINUED FROM LAST MEETING AND CONCLUDED 10 11 THOSE IN ATTENDANCE: 12 Ms. Julie LaBonte, Chair 13 Mr. AJ Wang 14 Mr. Thomas Buelter 15 Ms. Marjorie Richter 16 Mr. Stephan Tomlinson 17 Mr. Carl Lumley, City Attorney 18 Mr. Jason Jaggi, Director of Community Development 19 Ms. Bethany L. Moore, City Planner 20 Ms. Megan Waller Administrative Supervisor/Recording Secretary 21 22 McLaughlin Court Reporting Services, Inc. 23 Deborah K. McLaughlin, MO-CCR #314, IL-CSR, KS-CCR 24 4772 Gatesbury Drive 25 St. Louis, MO 63128 (314) 974-1199	Page 3 1 forward to be sworn in. 2 (The speakers were sworn in by the court 3 reporter.) 4 MS. MOORE: All right. Bethany Moore, City 5 Planner. 6 So, we are back before you again with the text 7 amendment to the Zoning Code to establish electric vehicle 8 charging stations with definitions and regulations. 9 So, this was continued from the last meeting to 10 discuss some of the commentary that we received, and so we 11 are bringing it back to you with the recommendations that 12 we've made based on that commentary. 13 So, our background is, like I said, it was 14 discussed at the November 18, 2024 P&Z meeting and we did 15 receive the following comments. 16 Additional information was needed for 17 requirements for when a redevelopment project is 18 considered substantial enough to require EV charging 19 spaces as part of the project; concerns about condominium 20 developments and the EV charging space requirements for 21 new developments or redevelopments when they are 22 condominiums, and then clarity on when a new CUP is 23 required for gas stations which would be converting to EV 24 charging stations. 25 So, the revisions that were made since the last
Page 2 1 CHAIRMAN LABONTE: We'll call the meeting to 2 order at six o'clock with roll call. 3 Mr. Buelter? 4 MR. BUELTER: Here. 5 CHAIRMAN LABONTE: Ms. O'Brien is absent. 6 Mr. Potashnick is absent. 7 Ms. Richter? 8 MS. RICHTER: Here. 9 CHAIRMAN LABONTE: Mr. Tomlinson? 10 MR. TOMLINSON: Here. 11 CHAIRMAN LABONTE: Mr. Wang? 12 MR. WANG: Here. 13 CHAIRMAN LABONTE: Mr. Lumley? 14 MR. LUMLEY: Here. 15 CHAIRMAN LABONTE: Mr. Jaggi? 16 MR. JAGGI: Here. 17 CHAIRMAN LABONTE: Ms. Moore? 18 MS. MOORE: Here. 19 CHAIRMAN LABONTE: And, Ms. Bollinger? 20 MS. BOLLINGER: Here. 21 CHAIRMAN LABONTE: All right. Now we'll move to 22 the Unfinished Business. Public Hearing 240-32: Text 23 Amendment to the Zoning Code to Establish Electric Vehicle 24 Charging Station Definitions and Regulations. 25 Anyone is speaking, if you could please come	Page 4 1 meeting is that Jason and I amended the draft ordinance to 2 reflect requirements for when a redevelopment project 3 would be considered substantial enough to require EV 4 charging spaces be installed. 5 Last time when we brought this to you we did not 6 have any requirements for when a redevelopment is 7 considered substantial enough to require EV, so we did go 8 back and take a look at that. 9 We reviewed the Zoning Code to try and figure 10 out is there something that we can help tie that to to 11 make it clear when those redevelopments would be required 12 to have EV charging spaces. 13 And so what we determined was the best process 14 was to tie it to the site -- when a site development plan 15 is required. 16 So, for our bigger projects, they require site 17 development plans, and a site development plan requirement 18 has four criteria for when it's required. 19 And so we did tie redevelopments that require 20 site development plan would then be required to install EV 21 charging spaces. 22 And there are four criteria for when a site 23 development plan is required. And so I just wanted to go 24 over that with you. 25 So, here's our criteria. It's listed in Section

Page 5 1 405.1080B2. A site development plan is required for any 2 conditional use. Any project which includes a development 3 that contains no buildings or for which existing buildings 4 are to be removed and a new building constructed, any 5 development that is adding more than 5,000 square feet of 6 new and permeable surface, and any development which adds 7 less than 5,000 square feet, but includes more than one 8 minor site development plan. 9 And, so, those are the requirements for when a 10 redevelopment would require a site development plan, which 11 would then mean that they would require the EV spaces the 12 same as a new development. 13 So, this is more substantial than, say, if 14 they're just adding lighting, that would be minor; if they 15 are just doing exterior changes but no changes to the 16 site, again, that would be minor, cause they're not doing 17 a new building. 18 But I did have an example. So this was -- this 19 is the table that we've been looking at for when projects 20 would require EV charging spaces, and so the ones that 21 I've highlighted, Little Sunshine Daycare -- sorry. 22 MI Bank was a redevelopment, and it was -- they 23 did a lot of site changes, they did changes to the parking 24 lot, and then they did changes to the building, and so 25 that required a site development plan. It's also a	Page 7 1 CHAIRMAN LABONTE: That wouldn't. Okay. 2 MS. MOORE: But when a site development plan is 3 required, a CUP is an example of when it could be 4 required. 5 CHAIRMAN LABONTE: Okay. 6 MS. MOORE: So, it wouldn't be for every small 7 project like that. That wasn't the intention. 8 It would be for larger changes whenever the site 9 development plan is required. 10 CHAIRMAN LABONTE: But the way it's worded it 11 says a site development plan shall be required for any 12 conditional use. 13 MS. MOORE: It does say that, but when we have 14 restaurants we don't always have a site development plan 15 because they're not -- 16 CHAIRMAN LABONTE: But it needs a conditional 17 use permit, right? 18 MS. MOORE: Correct. It needs a conditional use 19 permit, so doesn't require a site development plan. 20 So I think our -- with this we were -- 21 MS. RICHTER: Can't you fix that by just 22 changing it to conditional -- conditional use permit that 23 requires a site development plan? 24 MS. MOORE: We can. 25 CHAIRMAN LABONTE: Yeah.
Page 6 1 conditional use, so it required a site development plan. 2 So that's -- it would fall under when EV parking 3 spaces would be required. 4 I thought we had another one. Little Sunshine 5 Daycare was new, so it would still fall under this. 6 I thought we had another one that was a 7 redevelopment. 8 Am I missing one? 9 MR. JAGGI: I think Drury Hotels. 10 MS. MOORE: Drury. 11 MR. JAGGI: Uh-huh. 12 MS. MOORE: Yes. So Drury was another one that 13 we were discussing because they had an amendment to the 14 CUP, so they had a CUP that was required. 15 CHAIRMAN LABONTE: What about if it's a 16 conditional use permit within a shopping plaza, right, 17 like one of the businesses? 18 MS. MOORE: So, we -- if it didn't require a 19 site development plan, cause not every single CUP requires 20 a site development plan -- 21 CHAIRMAN LABONTE: Uh-huh. 22 MS. MOORE: -- so like for those restaurants -- 23 CHAIRMAN LABONTE: Yeah. 24 MS. MOORE: -- that CUP doesn't require a site 25 development plan.	Page 8 1 MS. MOORE: I think our language, though, that 2 we tied it to is -- so here's the changes that we made. 3 For the purpose of this section substantial 4 alteration shall include renovation of the building or 5 site that requires site development plan approval. 6 So that kind of clears that up a little bit. 7 It would be renovation of the building or site 8 that requires site development plan approval. 9 Just a CUP doesn't always require site 10 development plan. 11 CHAIRMAN LABONTE: Okay. 12 So it's just confusing because it's in 13 this section -- 14 MS. MOORE: Yes. 15 CHAIRMAN LABONTE: -- not that section. 16 MS. MOORE: And we refer back to that section, 17 but, like I said, it says require site development plan 18 approval for the building or site. 19 CHAIRMAN LABONTE: Okay. 20 MR. JAGGI: I would, just to add a little bit, 21 this is a -- was a -- turned out to be a very difficult 22 exercise, actually. 23 CHAIRMAN LABONTE: Yeah. 24 MR. JAGGI: Trying to determine what -- what 25 sorts of renovations would trigger this and which would

Page 9 1 not. 2 I don't know if that this was a perfect 3 solution, but it's the best one that we can come up with 4 now that ties it to some -- some other requirement. 5 And, basically, we're looking at an expansion. 6 So this -- you know, we have minor site development plans 7 also. That's another category. We have site concept 8 plans. So there's three different variations of a site -- 9 site plan. 10 This is the one that speaks about, you know, 11 it's tied to a conditional use when -- when a site plan's 12 required, but also if they're expanding the site. So, to 13 us, that seemed like a logical tie-in if they're adding 14 more permeable surface, if they're doing something greater 15 than what's there now, then that -- then that would 16 require the provision for EV charging stations. 17 CHAIRMAN LABONTE: Uh-huh. 18 MR. JAGGI: But I'm just -- I'm just telling you 19 it's probably not going to capture everything, and it was 20 really difficult for us to try to pin that down and define 21 it. 22 You know, we can -- we can go forward with, you 23 know, any new construction, that's very simple and 24 clear -- 25 CHAIRMAN LABONTE: Right.	Page 11 1 CHAIRMAN LABONTE: Uh-huh. 2 MS. MOORE: -- and since we already have 3 requirements for a site development plan that just seemed 4 to make the most sense for us because that would be -- 5 it's a bigger project -- 6 CHAIRMAN LABONTE: Uh-huh. 7 MS. MOORE: -- than minor site development plan. 8 CHAIRMAN LABONTE: Okay. 9 MS. MOORE: And so these are the requirements 10 for that. 11 CHAIRMAN LABONTE: Yeah, cause in the ordinance 12 it makes -- it makes sense. 13 MS. MOORE: I -- I agree. I think it's more 14 clear here than what I showed. But it's referring back to 15 that section and that process. But it clarifies, for 16 purposes of this section, substantial alteration shall 17 include renovation of the building or site that requires 18 site development plan. 19 And so those are -- this is the -- the change 20 that we've made in the draft ordinance hoping to clarify 21 that process, so that we know that we can capture larger 22 redevelopments because previously we just had wording in 23 there that said, and substantial redevelopments, with no 24 requirements for what that meant, and so this is us trying 25 to tie it to how to capture those and what the
Page 10 1 MR. JAGGI: -- but when we're talking about what 2 type of redevelopment would trigger this, it becomes very 3 difficult to codify, so -- 4 CHAIRMAN LABONTE: Uh-huh. 5 MR. JAGGI: -- I just want to put that out there 6 just so the Commission understands that it's -- it's a 7 difficult task. 8 CHAIRMAN LABONTE: Yeah. I agree with 9 Marjorie's comment, though. On this one it should say any 10 conditional use that requires a site development plan, 11 cause then I think it would -- I think that would make it 12 clear here. 13 MS. MOORE: This is not included in the 14 ordinance. This is just the requirements under Section 15 405.1080, so this is what it refers back to, but our 16 ordinance has this language. 17 CHAIRMAN LABONTE: So that won't -- the other 18 slide won't be anywhere? 19 MS. MOORE: No. 20 CHAIRMAN LABONTE: Okay. 21 MS. MOORE: That was just to -- to show you guys 22 what the requirements are for a site development plan. 23 CHAIRMAN LABONTE: Okay. 24 MS. MOORE: Just -- like Jason said, we were 25 having a hard time tying it to something --	Page 12 1 requirements are for those. 2 CHAIRMAN LABONTE: But where is it then like the 3 5,000 and all of that, where is that? 4 MS. MOORE: That's here under Section 5 405.1080B1, so it refers back to that section, and this is 6 part of the existing Zoning Code. 7 This is not in the draft ordinance. This is 8 just part of our existing Zoning Code that it refers back 9 to -- 10 CHAIRMAN LABONTE: The -- 11 MS. MOORE: -- in the new draft ordinance. 12 CHAIRMAN LABONTE: Okay. Now I think I'm 13 confused. 14 MS. MOORE: Okay. 15 CHAIRMAN LABONTE: Cause we're adding the 16 section, the 405 -- 17 MS. MOORE: Yes. 18 CHAIRMAN LABONTE: -- 1080. 19 Yeah? 20 MS. MOORE: No. No. So, Section 405.1080 is 21 already existing. But this part -- 22 CHAIRMAN LABONTE: Where are we putting the -- 23 these -- so we already say that this -- 24 MS. MOORE: Yes. 25 CHAIRMAN LABONTE: -- says 5,000 square feet?

Page 13 1 MS. MOORE: This is our current requirements for 2 site development plans already existing in the Zoning 3 Code. 4 CHAIRMAN LABONTE: Okay. 5 So none of this is changing? 6 MS. MOORE: Correct. None of this is changing, 7 and it's not going in our ordinance except for referring 8 back to it. 9 CHAIRMAN LABONTE: Oh, okay. 10 MR. BUELTER: Now that says B.1 and -- 11 MS. MOORE: Yeah, I caught that too. 12 MR. TOMLINSON: Okay. 13 MS. MOORE: We'll have to -- it might -- I'll 14 have to check and see which one that is. 15 CHAIRMAN LABONTE: Okay. 16 MS. MOORE: If I got this wrong or if it's wrong 17 in the ordinance, but it's referring back to that section. 18 MR. LUMLEY: I think we're going to need to 19 change 1080 while we're doing this. 20 MS. MOORE: Make an amendment to 1080? 21 MR. LUMLEY: It is -- it is Section 2, but it 22 says any conditional use. If that's not what we're doing, 23 we need to change that. 24 MR. JAGGI: Yeah, I think -- and that's been in 25 the Code a long time and it's, you know, a site	Page 15 1 MR. BUELTER: Okay. That's why I was looking. 2 I thought it was any one. 3 MR. JAGGI: It is. 4 MR. BUELTER: A in there. Again, I'm going, the 5 small business guy comes in there -- 6 MR. JAGGI: Yeah. 7 MR. BUELTER: -- comes in there and all of a 8 sudden owns some chargers. 9 MS. MOORE: Right. And that's -- 10 MR. BUELTER: But now -- 11 MS. MOORE: -- not our intention. 12 MR. BUELTER: -- the question is is it better to 13 leave that in there? 14 My opinion is it better to leave it in there, 15 and then if they want an exception, come to us and we'll 16 vote an exception or do we even want to tackle that 17 whole -- 18 CHAIRMAN LABONTE: I would rather, if we -- if 19 that's not what we want, we get it to say what we want on 20 that first one. 21 So should it say any conditional use that does 22 not require? 23 MR. LUMLEY: I think it's probably something 24 along the lines of any conditional use that involves site 25 changes, cause we're not doing it if all they're doing is
Page 14 1 development plan, we require a site, but in terms of where 2 is the conditional use located on the site, but it's not a 3 full-fledge site plan review per se, so, yeah, we could -- 4 we could probably -- could stand to be clarified. 5 MR. BUELTER: That's why I was being the devil's 6 advocate. It says any conditional use, and we have a 7 small business that wants to move in and they have a 8 conditional use, they automatically now they own 9 chargers -- 10 MS. MOORE: Right. And that was not our 11 intention. Out intent -- 12 MR. JAGGI: Yeah, so the coffee shop that moves 13 into a tenant space in a -- in a shopping center -- 14 MS. MOORE: Yeah. 15 MR. JAGGI: -- you know, those don't require a 16 full-fledge site development plan, but we do look at 17 parking, we do present, you know, a drawing of where -- 18 where it is located on the site, you know, it's within 19 this section of the shopping center -- 20 MR. TOMLINSON: Is that where -- 21 MR. JAGGI: -- but that's about the extent of 22 it. 23 MR. BUELTER: Is it all four of those factors 24 have to be present or any one of those factors? 25 MR. JAGGI: It's really any -- any one of those.	Page 16 1 moving in to an existing -- 2 CHAIRMAN LABONTE: Okay. 3 MR. LUMLEY: -- tenant space. 4 MR. JAGGI: I -- I think that's -- that's a 5 really good -- yeah, that involves site changes -- 6 CHAIRMAN LABONTE: Okay. 7 MR. JAGGI: -- as part of the conditional use. 8 And that is -- that -- in practice that's what 9 we do. 10 CHAIRMAN LABONTE: Okay. 11 MS. MOORE: Uh-huh. 12 MR. JAGGI: But this does not account for 13 those -- those conditional use requests that don't involve 14 site changes, and that's where I think this could be 15 cleaned up. 16 CHAIRMAN LABONTE: Okay. 17 MS. MOORE: And you're talking about changes to 18 405.1080B2? 19 MR. LUMLEY: Correct. 20 MS. MOORE: Okay. 21 CHAIRMAN LABONTE: For the A? 22 MS. MOORE: Yeah. 23 You have another question or a statement? 24 MS. RICHTER: I have a comment. 25 I think the work you all have done on this EV is

Page 17 1 great. 2 I don't think at this time any of us are going 3 to be able to make an ordinance that isn't going to require 4 some change down the road. There's no way we're going to 5 come up with everything that's going to -- 6 CHAIRMAN LABONTE: Uh-huh. 7 MS. RICHTER: -- come to us, so I thank you for 8 your efforts. 9 CHAIRMAN LABONTE: Yeah. 10 MR. JAGGI: Yeah, I would completely agree with 11 you. This is sort of a best practice. We've done a lot 12 of research, and this seems to be kind of a good -- a good 13 starting point really -- 14 CHAIRMAN LABONTE: Uh-huh. 15 MR. JAGGI: -- so we can regulate it to some 16 degree. 17 MS. RICHTER: Yes. 18 MR. JAGGI: Yeah, but I agree, I think we're 19 going to have to -- this will evolve as time goes on. 20 MS. RICHTER: Unless you have a crystal ball, 21 I'm unaware of. 22 MR. JAGGI: Right. 23 And if you've noticed, you know, we try to build 24 in, you know, in these codes, you know, if these can't be 25 met, you know, to give you a little bit of flexibility in	Page 19 1 already, so it would require a new CUP because it's a 2 different use, even though it's a similar use, it's a 3 different use, and so that requires a new conditional use 4 permit. 5 MR. LUMLEY: Do EV stations have their own code? 6 MS. MOORE: They do. In our -- in our draft 7 regulations, they do. We created a new code for them, for 8 the stations, which is similar to a gas station. 9 MR. LUMLEY: But where -- I thought you had 10 indicated there's at least one in town that has 11 charging -- 12 MS. MOORE: Yes, so they do that -- they have -- 13 it's a gas station that still serves gas, has gas, but 14 then also has an EV charger, and so that we would see as 15 just an extension of the CUP or maybe an amendment to the 16 CUP, but this would be for if the gas station wanted to 17 switch over to just being EV. 18 And so I think it was Larry's question, is would 19 we require a new CUP for that, and the answer is yes 20 because it's a new code, it's a new use. 21 MR. LUMLEY: So we would require an amendment 22 even for them to change one pump out? 23 MS. MOORE: I don't think we would require -- 24 that's a good question. I don't -- we haven't had that 25 question yet.
Page 18 1 some of this because of that. 2 MS. RICHTER: Well, and you've tied it to the 3 conditions in existing ordinances which -- 4 MS. MOORE: Yes. That was supposed to be easier 5 to understand. 6 Okay. Well, I have that. 7 Let me just continue. 8 So, again, these are the changes that we 9 actually have made since last time, and I did mention 10 previously that we had three comments. 11 So, we didn't address every single comment in 12 the draft ordinance, and so I just wanted to explain a 13 little bit as to why. 14 So the concern with the condominiums, we didn't 15 codify that because due to the ownership structure, 16 requiring a percentage of the provided parking spaces, 17 which are owned by individual condo owners, to contain EV 18 charging equipment is not feasible, so we just didn't 19 write that in there that it's excluding condos cause 20 there's just no way for us to require them to do it 21 anyway, so it doesn't apply to condos. 22 But then also clarity on when a CUP is required 23 for gas stations converting to EV charging stations. 24 Any time we have a change of use or a change of 25 NAICS Code, that requires a new conditional use permit	Page 20 1 The one that we had was before -- 2 MR. LUMLEY: Was part of the original 3 development. 4 MS. MOORE: Yeah. 5 MR. LUMLEY: Yeah. 6 MR. JAGGI: I would think so. 7 MR. LUMLEY: Okay. 8 MR. JAGGI: Because it's a -- it's now two 9 different distinct uses -- 10 MR. LUMLEY: Uh-huh. 11 MR. JAGGI: -- so I think -- yeah, I think we 12 would. 13 MS. MOORE: It would be an amendment -- 14 MR. JAGGI: Uh-huh. 15 MS. MOORE: -- to the CUP? Okay. 16 MR. JAGGI: To allow CC4 or 47190 as an 17 additional conditional use on the property, so, yeah. 18 MR. LUMLEY: And the National Standard, they 19 haven't revised it to incorporate electric into gas 20 stations yet? 21 MR. JAGGI: No. Correct. Yeah. 22 MS. RICHTER: We didn't wait. 23 MS. MOORE: Oh, no, that's okay. I think -- 24 And then if you have any other questions, I do 25 have the other slides from the previous time if you had

Page 21 1 any other questions about the ordinance. 2 But, again, the only thing that we've changed 3 since last time would be this section here trying to 4 clarify when redevelopments would be required to install 5 EV spaces. 6 CHAIRMAN LABONTE: Any other questions? 7 MR. BUELTER: Time -- 8 MR. WANG: Go ahead. 9 MR. BUELTER: Go ahead, please. 10 MR. WANG: Any height restrictions or anything 11 on the equipment? 12 I know that's the reason why we shot down the -- 13 the one outside Oishi Sushi Plaza. 14 MS. MOORE: Well, there were a lot of concerns 15 with that one, one of which being location. 16 MR. WANG: Uh-huh. 17 MS. MOORE: But then also screening. But that 18 is a level three, which would require Planning and Zoning 19 Commission approval. 20 But, no, we don't have height restrictions on it 21 because they can come in different heights, and we didn't 22 want to limit them in terms of what they could -- how they 23 come, so we didn't put a height restriction on it. 24 And from all the research that we did, that was 25 something that a lot of the articles said to stay away	Page 23 1 MS. MOORE: The next step would be City Council, 2 and it does have two readings there. 3 MR. BUELTER: Okay. 4 MS. MOORE: If we need to make changes in 5 between, it may not be on the next meeting, but normally 6 it goes from here, if you have a positive recommendation, 7 it goes to the next reading at City Council. 8 MR. BUELTER: So, ideally, spring we could be 9 good in implementing this? 10 MS. MOORE: Say that again. 11 MR. BUELTER: Around spring we could be good to 12 implement this with two readings -- 13 MS. MOORE: Well, if it -- it only requires two 14 readings, so it would be -- 15 MR. BUELTER: So, like the second and the fourth 16 Mondays? 17 MR. JAGGI: It'd be January. 18 MS. MOORE: Yeah. 19 MR. BUELTER: Okay. That quick? 20 MR. JAGGI: Uh-huh. 21 MR. BUELTER: Okay. 22 MS. MOORE: I believe they have two meetings in 23 January or do they only have one? 24 MR. JAGGI: They only have one in December -- 25 MS. MOORE: One in --
Page 22 1 from because it could mess up the industry and put a 2 hardship on the industry if we limited height, so we don't 3 have height requirements. We just have -- 4 MR. WANG: I always thought -- oh, go ahead. 5 MS. MOORE: I was just going to say we have 6 location requirements and screening. 7 MR. WANG: Yeah, I think back on how we handled 8 that, you know, you know, heavy traffic intersection, 9 there's the control boxes for the -- for the streetlights, 10 and oftentimes instead of one big huge box it's three of 11 them, so sometimes more, and I often think that they're 12 just transformers and circuit breakers and all inside of 13 it, so are we concerned about height? I mean for feel of 14 vision type issues, but -- 15 MS. MOORE: We are -- we are not. It's not in 16 -- it's not in our requirements currently to limit height, 17 no. 18 MR. WANG: All right. Thank you. 19 MS. MOORE: Uh-huh. 20 MR. BUELTER: Had a question about timing. 21 We're comfortable with this going forward, does 22 this go to the Council for two readings? I just didn't 23 know when this actually gets implemented if everybody's 24 happy along the way, it doesn't get kicked back or 25 something, so the --	Page 24 1 MR. JAGGI: -- so next Monday is their last 2 meeting in December, and then they'll have two regular 3 meetings in January, so, yeah. 4 MS. MOORE: Any other questions? 5 CHAIRMAN LABONTE: No. 6 Okay. 7 MR. LUMLEY: In the motion, I'd suggest you 8 include the recommendation that 405.1080B2 be revised as 9 well, cause Council needs your recommendation to act on 10 that, and then we can include it in the ordinance. 11 MR. JAGGI: We need to close the public hearing? 12 MR. LUMLEY: Yeah, we do. 13 CHAIRMAN LABONTE: Oh. Oh. There's no public 14 to speak. 15 MR. LUMLEY: Ready for me? 16 I offer the following -- offer the following 17 exhibits into the record of this Public Hearing: 18 Documentation in possession of the City Clerk reflecting 19 the public notice that's been provided, the staff reports, 20 the presentation materials, PowerPoints, the City Code of 21 Ordinances and Charter, the City Comprehensive Plan and 22 the public file regarding this application. 23 (The Public Hearing was concluded at 6:43 p.m.) 24 25

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

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

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13 Deborah McLaughlin IL-CSR, KS-CCR

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

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CHAIRMAN LABONTE: [54] MR. BUELTER: [18] 2/4 13/10 14/5 14/23 15/1 15/4 15/7 15/10 15/12 21/7 21/9 22/20 23/3 23/8 23/11 23/15 23/19 23/21 MR. JAGGI: [33] MR. LUMLEY: [17] 2/14 13/18 13/21 15/23 16/3 16/19 19/5 19/9 19/21 20/2 20/5 20/7 20/10 20/18 24/7 24/12 24/15 MR. TOMLINSON: [3] 2/10 13/12 14/20 MR. WANG: [7] 2/12 21/8 21/10 21/16 22/4 22/7 22/18 MS. BOLLINGER: [1] 2/20 MS. MOORE: [64] MS. RICHTER: [8] 2/8 7/21 16/24 17/7 17/17 17/20 18/2 20/22	5 5,000 [1] 12/3 5,000 square [3] 5/5 5/7 12/25 6 63128 [1] 1/24 6:00 [1] 1/5 6:43 p.m [1] 24/23 9 974-1199 [1] 1/24 A able [1] 17/3 about [9] 3/19 6/15 9/10 10/1 14/21 16/17 21/1 22/13 22/20 absent [2] 2/5 2/6 account [1] 16/12 accurate [1] 25/9 act [1] 24/9 actually [3] 8/22 18/9 22/23 add [1] 8/20 adding [4] 5/5 5/14 9/13 12/15 additional [2] 3/16 20/17 address [1] 18/11 adds [1] 5/6 Administrative [1] 1/16 advocate [1] 14/6 again [6] 3/6 5/16 15/4 18/8 21/2 23/10 agree [4] 10/8 11/13 17/10 17/18 ahead [3] 21/8 21/9 22/4 AJ [1] 1/12 all [10] 2/21 3/4 12/3 14/23 15/7 15/25 16/25 21/24 22/12 22/18 allow [1] 20/16 along [2] 15/24 22/24 already [5] 11/2 12/21 12/23 13/2 19/1 also [6] 5/25 9/7 9/12 18/22 19/14 21/17 alteration [2]	8/4 11/16 always [3] 7/14 8/9 22/4 Am [1] 6/8 amended [1] 4/1 amendment [7] 2/23 3/7 6/13 13/20 19/15 19/21 20/13 another [5] 6/4 6/6 6/12 9/7 16/23 answer [1] 19/19 any [23] 4/6 5/1 5/2 5/4 5/6 7/11 9/23 10/9 13/22 14/6 14/24 14/25 14/25 15/2 15/21 15/24 17/2 18/24 20/24 21/1 21/6 21/10 24/4 Anyone [1] 2/25 anything [1] 21/10 anyway [1] 18/21 anywhere [1] 10/18 application [2] 1/8 24/22 apply [1] 18/21 approval [4] 8/5 8/8 8/18 21/19 are [18] 3/6 3/11 3/21 4/22 5/4 5/9 5/15 10/22 11/9 11/19 12/1 12/22 17/2 18/8 18/17 22/13 22/15 22/15 are to [1] 5/4 Around [1] 23/11 articles [1] 21/25 as [8] 3/19 5/12 16/7 17/19 18/13 19/14 20/16 24/8 at [10] 2/2 3/14 4/8 5/19 9/5 14/16 17/2 19/10 23/7 24/23 ATTENDANCE [1] 1/11 Attorney [1] 1/14 automatically [1] 14/8 away [1] 21/25	ball [1] 17/20 BALLAS [1] 1/3 Bank [1] 5/22 based [1] 3/12 basically [1] 9/5 be [36] be good [1] 23/11 because [12] 6/13 7/15 8/12 11/4 11/22 18/1 18/15 19/1 19/20 20/8 21/21 22/1 becomes [1] 10/2 been [3] 5/19 13/24 24/19 before [2] 3/6 20/1 being [3] 14/5 19/17 21/15 believe [1] 23/22 best [3] 4/13 9/3 17/11 Bethany [2] 1/15 3/4 better [2] 15/12 15/14 between [1] 23/5 big [1] 22/10 bigger [2] 4/16 11/5 bit [4] 8/6 8/20 17/25 18/13 Bollinger [1] 2/19 box [1] 22/10 boxes [1] 22/9 breakers [1] 22/12 bringing [1] 3/11 brought [1] 4/5 Buelter [2] 1/13 2/3 build [1] 17/23 building [7] 5/4 5/17 5/24 8/4 8/7 8/18 11/17 buildings [2] 5/3 5/3 business [3] 2/22 14/7 15/5 businesses [1] 6/17 but [36]	11/21 11/25 Carl [1] 1/14 category [1] 9/7 caught [1] 13/11 cause [8] 5/16 6/19 10/11 11/11 12/15 15/25 18/19 24/9 CC4 [1] 20/16 CCR [6] 1/23 1/23 25/13 25/13 25/14 25/14 center [2] 14/13 14/19 Certified [3] 25/4 25/5 25/6 certify [1] 25/6 Chair [1] 1/12 change [7] 11/19 13/19 13/23 17/4 18/24 18/24 19/22 changed [1] 21/2 changes [13] 5/15 5/15 5/23 5/23 5/24 7/8 8/2 15/25 16/5 16/14 16/17 18/8 23/4 changing [3] 7/22 13/5 13/6 charger [1] 19/14 chargers [2] 14/9 15/8 charging [13] 2/24 3/8 3/18 3/20 3/24 4/4 4/12 4/21 5/20 9/16 18/18 18/23 19/11 Charter [1] 24/21 check [1] 13/14 circuit [1] 22/12 CITY [9] 1/2 1/14 1/15 3/4 23/1 23/7 24/18 24/20 24/21 clarified [1] 14/4 clarifies [1] 11/15 clarify [2] 11/20 21/4 clarity [2] 3/22 18/22 cleaned [1] 16/15 clear [4] 4/11 9/24 10/12 11/14 clears [1] 8/6 Clerk [1] 24/18 close [1] 24/11 code [12] 2/23 3/7 4/9 12/6
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AN ORDINANCE REGULATING SIGNAGE FOR NAICS 441110 NEW CAR DEALERSHIPS IN SECTION 405.950.J OF THE CODE OF ORDINANCES OF THE CITY OF CREVE COEUR

WHEREAS, an application was submitted by Kendall Hutson, Custom Facilities, on behalf of Spirit Lexus, 10176 Corporate Square Drive, within the City of Creve Coeur to amend the requirements for signage for new car dealerships not eligible for a Master Sign Plan; and

WHEREAS, the Planning and Zoning Commission of the City of Creve Coeur, Missouri has recognized the need for such corrections and clarifications as set forth herein, to implement the goals of the Comprehensive Plan and the purposes of the Zoning Ordinance more effectively; 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 December 16, 2024, beginning at 6:00 p.m., or immediately following the close of the previous public hearing; and

WHEREAS, the Planning and Zoning Commission reviewed and, by a vote of 5-0 recommended approval of the subject amendments at its meeting on December 16, 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 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: Section 405.950.J.of the Zoning Ordinance, of the City of Creve Coeur's Code of Ordinances shall read as follows:

Section 405.950.J. New Car Dealers.

1. New Car Dealers (NAICS 441110) which do not meet the qualifications of the Master Signage Plan requirements of Section 405.955 shall be subject to the signage provisions and limitations set forth in this Section.

2. Wall Signs.

a. Except as provided below, only two (2) wall signs shall be permitted for each New Car Dealer. Wall signs shall be located on the front facade which shall also be the same facade as the main entrance. Each wall sign shall not exceed fifty (50) square feet in gross sign area. Two (2) additional wall signs shall be

permitted if a New Car Dealer is located on a corner property with two street frontages, subject to the same size limitations, provided the building faces two (2) or more public streets and is not separated from the streets by any other building. The additional wall signs shall be located on a building elevation which faces a different street than the front facade wall signs.

b. Service Department Wall Signs. If the New Car Dealer has a service department, one (1) additional wall sign of up to fifty (50) square feet shall be permitted at the entrance to the service department. Non-animated electronic traffic control signs located at the entrance of each service door are permitted not to exceed two (2) square feet in size.

c. Co-locating New Car Dealers. In the event a New Car Dealer has more than one brand located within a single building, one (1) additional wall sign shall be permitted for each additional dealership brand in the building subject to the location and size requirements in Section 405.950.J.2.a.

3. Directional Signs. Freestanding directional signs, which may be internally illuminated subject to Section 405.930(F), shall be allowed with not more than two (2) sign faces, provided such a sign shall not exceed twelve (12) square feet in gross sign area per face, the sign height shall not exceed four (4) feet in height and no portion of the sign shall extend into the public right-of-way. These signs shall be placed within the parking lot and/or at the entrance to the parking lot for enhanced traffic directional purposes. The Zoning Administrator shall determine the appropriate number of such directional signs taking into account the size and configuration of the property.

4. Low Monument Signs. Low monument signs shall be permitted in accordance with Section 405.950.C.1. and Section 405.950.C.3. Design Standards.

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

ADOPTED THIS _____ DAY OF _____, 2025.

TIMOTHY CARNEY, PRESIDENT OF CITY COUNCIL

APPROVED THIS _____ DAY OF _____, 2025.

DR. ROBERT HOFFMAN, MAYOR

ATTEST:

KELLIE HENKE, CITY CLERK



**APPLICATION TO PLANNING AND ZONING COMMISSION
#24-031: TEXT AMENDMENT TO THE ZONING ORDINANCE TO AMEND
SECTION 405.950. J TO PROVIDE SIGNAGE STANDARDS FOR NEW CAR
DEALERS**

FOR THE MEETING OF: Monday, December 16, 2024, 6:00 P.M.

REQUEST: Kendall Hutson, Custom Facilities, on behalf of Jenal Zak, Spirit Lexus, has submitted a zoning ordinance text amendment application to provide signage standards for New Car Dealers (NAICS 441110). The submitted application would amend Section 405.950.J. of the Sign Regulations to regulate exterior signage for New Car Dealers. Currently, the zoning code does not provide signage provisions for New Car Dealers that are not part of a multi-dealership campus. The proposed sign standards for New Car Dealers include wall signs, monument signs, and directional signs. The applicant plans to seek approval of signage in accordance with these requirements for the Spirit Lexus dealership currently under construction at 10176 Corporate Square Drive if text amendment approval has been granted by the Planning and Zoning Commission and City Council.

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 Kendall Hutson
REPRESENTATIVE: Custom Facilities
6296 Rucker Road, Ste C.
Indianapolis, IN, 46220

REPORT PREPARED BY: Bethany L. Moore, AICP, City Planner
DATE: December 11, 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 405.950: Signs in Non-Residential Districts

BACKGROUND AND REQUEST

The applicant, Spirit Lexus, received Conditional Use permit and Site Development Plan approval for their new car dealership building at 10176 Corporate Square Drive on January 8th, 2024. The building is under construction and will open in early 2025. The applicant is seeking a text amendment to allow for additional signage for their dealership than what is currently allowed under the Zoning Code. Spirit Lexus is not eligible for a Master Sign Plan. This text amendment would impact one other dealership in Creve Coeur. The applicant is seeking the text amendment to add a new section to Section 405.950.J. which is currently empty. The text amendment would outline signage allowances, including requirements for wall signs, directional signs and low monument signs for New Car Dealers (NAICS 441110) that do not meet the requirements for a Master Sign Plan. Once the text amendment is approved, the applicant will apply separately for the sign permits for the signage.

ZONING REVIEW

The Zoning Code does not currently have a signage allotment specifically for car dealerships. Under the current Zoning Code, new car dealerships are allowed the same signage as other commercial uses including one low monument sign and one 50 square foot attached sign per street facing façade with a maximum of two attached signs for corner buildings. The Zoning Code also allows for a Master Signage Plan for non-residential multi-building developments or large campuses with 3 or more buildings and a minimum of 10 acres. The two existing new car dealerships that are not part of a campus, do not meet these requirements and are unable to install the signage necessary to advertise their vehicle brands available and direct customers to their service areas easily. This amendment to the Zoning Code would allow two wall signs for each new car dealership of 50 square feet each, with two additional signs allowed for a corner property facing another public street, one additional 50 square foot wall sign for the service area with a non-animated, 2 square foot traffic control sign per service bay, and one additional 50 square foot sign allowed for each dealership brand sold at the property. Directional and low monuments signs are also allowed per the existing Zoning Code allowances.

SUMMARY OF PROPOSED AMENDMENTS

Below are the requirements for New Car Dealership signage that will be included in Section 405.950.J. which is currently blank and reserved for future sections.

New Section 405.950.J.

J. New Car Dealers.

1. New Car Dealers (NAICS 441110) which do not meet the qualifications of the Master Signage Plan requirements of Section 405.955 shall be subject to the signage provisions and limitations set forth in this Section.
2. Wall Signs.
 - a. Except as provided below, only two (2) wall signs shall be permitted for each New Car Dealer. Wall signs shall be located on the front facade which shall also be the same facade as the main entrance. Each wall sign shall not exceed fifty (50) square feet in gross sign area. Two (2) additional wall signs shall be permitted if a New Car Dealer is located on a corner property with two street frontages, subject to the same size limitations, provided the building faces two (2) or more public streets and is not separated from the streets by any other building. The additional wall signs shall be located on a building elevation which faces a different street than the front facade wall signs.
 - b. Service Department Wall Signs. If the New Car Dealer has a service department, one (1) additional wall sign of up to fifty (50) square feet shall be permitted at the entrance to

the service department. Non-animated electronic traffic control signs located at the entrance of each service door are permitted not to exceed two (2) square feet in size.

c. Co-locating New Car Dealers. In the event a New Car Dealer has more than one brand located within a single building, one (1) additional wall sign shall be permitted for each additional dealership brand in the building subject to the location and size requirements in Section 405.950.J.2.a.

3. Directional Signs. Freestanding directional signs, which may be internally illuminated subject to Section 405.930(F), shall be allowed with not more than two (2) sign faces, provided such a sign shall not exceed twelve (12) square feet in gross sign area per face, the sign height shall not exceed four (4) feet in height and no portion of the sign shall extend into the public right-of-way. These signs shall be placed within the parking lot and/or at the entrance to the parking lot for enhanced traffic directional purposes. The Zoning Administrator shall determine the appropriate number of such directional signs taking into account the size and configuration of the property.

4. Low Monument Signs. Low monument signs shall be permitted in accordance with Section 405.950.C.1. and Section 405.950.C.3. Design Standards.

CONCLUSION AND ACTION

The proposed amendment has been submitted to address the need for additional signage for new car dealership uses that are ineligible for a Master Signage Plan. The size allowances for the signage are consistent with the existing signage size allowance for other non-residential uses and for other car dealerships approved through the Master Sign Plan procedure. The amendment allows for more signage when service areas or multiple dealership brands are present on site.

MOTION

If the Planning and Zoning Commission believes the amendment is appropriate, the following would be a suitable motion for this application:

“I move to recommend approval to City Council for the text amendment to amend the Zoning Code to regulate signage for New Car Dealerships as described in the attached draft ordinance as part of Application 24-031 discussed at the Planning and Zoning Commission meeting of December 16, 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

PLANNING DIVISION

300 North New Ballas Road, Creve Coeur, Missouri 63141

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

RECEIVED

NOV 04 2024

PLANNING DEPT.

PLANNING AND ZONING COMMISSION AGENDA APPLICATION

SITE DEVELOPMENT PLAN

RECEIVED

NOV 04 2024

PLANNING DEPT.

Select Project Type: Site Development Plan ☐ Site Concept Plan ☐ Minor Site Plan ☒

Title of Project: Spirit Lexus

Location of Project: 10176 Corporate Square Drive Locator #

Subject for Agenda: Spirit Lexus Sign Plan

Applicant:

Architect ☐ Engineer ☐ Contractor ☐ Agent ☐ Owner ☒

<i>Applicant:</i>	<i>Applicant's Representative (if applicable):</i>
Jenal Zak	Kendall Hutson
<i>Name</i>	<i>Name</i>
Spirit Lexus	Custom Facilities
<i>Company (If Applicable)</i>	<i>Company (If Applicable)</i>
5302 Grape Rd, Mishawaka, IN 46545	6296 Rucker Road Ste C
<i>Address</i>	<i>Address</i>
	Indianapolis, IN 46220
<i>Address</i>	<i>Address</i>
Telephone # 574.247.2022	Telephone # 463.290.1901
<i>Telephone #</i>	<i>Telephone #</i>
Fax #	Fax #
Email: jzak@gurleyleep.com	Email: khutson@cfidm.com
<i>Email</i>	<i>Email</i>
	
<i>Applicant's Signature</i>	<i>Applicant's Representative's Signature</i>

Owner's Acknowledgement (if different from applicant):

<i>Name</i>		
<i>Company (If Applicable)</i>		
<i>Address</i>		
<i>Phone</i>	<i>Fax</i>	<i>Email</i>
<i>Applicant's Signature</i>		

Description of Request (attach additional sheets as needed)

General Description: As we build a new dealership building we are submitting our sign plans, which are required by the Lexus brand. Our proposal includes all necessary signage, such as attached dealer name, Lexus logos, service entrance signage, lane indicators, and a monument sign, to effectively represent our brand and enhance visibility. All are required elements of the National Lexus Sign Program.

Additionally, we are including area directional signs to guide customers to their designated service areas. This will help ensure that customers can easily find the services they need, improving their overall experience.

Furthermore, we are proposing lane indicators for safety reasons. Clear signage will help direct traffic flow and prevent accidents in the service lanes, contributing to a safer environment for both customers and staff.

We are required a sign package that is consistent with other area automobile dealerships.

Rationale

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

Submittal Checklist

- | | |
|---|--|
| ☐ Rationale | ☐ Building elevations for new construction |
| ☐ Site plan 4 hard copies | ☐ Photographs of existing structures |
| ☐ Access and parking plan-4 hard copies; (may be shown on site plan) | ☐ Materials samples for Commission review |
| ☐ Landscape plan 4 hard copies | ☐ Legal Description in Word format |
| ☐ Floor plan 4 hard copies | ☐ Fees: \$250 (non-refundable) \$100 |
| ☐ Electronic copies of all materials | ☐ \$2000 (refundable deposit) |
| | ☐ Other items as requested by staff |

Preferred Public Hearing Date: Monday, November 18th, 2024

****Confirm schedule and available meeting dates with Planning Division staff****

Office Use Only

- | | |
|-------------------------------------|-------------------------------|
| ☒ | All Sections Complete |
| ☒ | All Documents, incl. e-Copies |
| ☐ | Fees Paid |

Received By:

Clarayn Bollinger

Date: 11/4/2024

Revised: 7/22

Rationale:

We are submitting a request for the approval of essential signage for our dealership, which is critical for enhancing safety, improving customer navigation, and maintaining compliance with branding requirements.

1. Dealer Letters and Logo Signage:

The display of the dealership letters and logo on the building is not only a requirement from our manufacturer but also a key element in establishing our identity within the community. This signage will help customers easily locate our dealership, fostering a sense of familiarity and trust. In addition, it contributes to the aesthetic appeal of the area, aligning with the city's commitment to promoting well-maintained and visually appealing businesses.

2. Service Signage:

A clearly marked service sign is essential for guiding customers to the appropriate area of the building. This will enhance the customer experience by reducing confusion and ensuring that they know where to go upon arrival. Proper service signage also contributes to operational efficiency, enabling our staff to assist customers more effectively.

3. Lane Indicators:

Implementing lane indicators in our service area is crucial for promoting safety and preventing accidents. Clear signage will direct traffic flow and ensure that both customers and service vehicles navigate the area safely. This is particularly important in busy service lanes where the risk of accidents can increase without proper guidance.

We believe that these signage elements are vital not only for our dealership's operation but also for enhancing safety and improving customer service within the community. We appreciate your consideration of our request and look forward to your approval.

Thank you for your attention to this matter.

AN ORDINANCE AMENDING SECTION 635.330 OF THE CODE OF ORDINANCES OF THE CITY OF CREVE COEUR.

WHEREAS, the City's Code of Ordinances establishes video service provider requirements in accordance with state law, and

WHEREAS, changes in statute (2024 SB 872 and HB 2057) require revision of the definition of video service; and

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

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

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

Section 1. The definition of Video Service in Code Section 635.330.A is amended to read as follows (revisions in bold text):

VIDEO SERVICE

The provision, **by a video service provider**, of video programming provided through wireline facilities, without regard to delivery technology, including Internet protocol technology, whether provided as part of a tier, on demand or **on** a per-channel basis, including cable service as defined by 47 U.S.C. Section 522(6), but excluding video programming provided by a commercial mobile service provider defined in 47 U.S.C. Section 332(d) or any video programming **accessed via** a service that enables users to access content, information, electronic mail or other services offered over the public Internet, **including streaming content**.

Section 2.

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

ADOPTED THIS ____ DAY OF _____, 2025.

TIMOTHY CARNEY
PRESIDENT OF CITY COUNCIL

BILL NO. 6152

ORDINANCE NO. _____

APPROVED THIS ____ DAY OF _____, 2025.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE
CITY CLERK

AN ORDINANCE AUTHORIZING THE COST SHARE AGREEMENT BETWEEN THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AND THE METROPOLITAN PARK AND RECREATION DISTRICT D/B/A THE GREAT RIVERS GREENWAY DISTRICT REGARDING THE DEVELOPMENT OF THE CENTENNIAL GREENWAY.

WHEREAS, the Metropolitan Park and Recreation District d/b/a The Great Rivers Greenway District (the "District") is engaged in developing and constructing a series of parks, trails and greenways in the City of St. Louis, St. Louis County and St. Charles County, Missouri; and

WHEREAS, the City of Creve Coeur and the District wish to enter into a Cost Share agreement, Exhibit A, by which the District and the City agree to cooperate in design, construction, and maintenance of the trail to be developed as part of the Centennial Greenway to be utilized as public hiking, biking, and recreational trail within 39 North District (the "Greenway"); and

WHEREAS, under the agreement the City shall submit an application (the "Application") for receipt of up to \$4,670,000 in federal grant funds (the "Grant Funds") under the Congestion Mitigation and Air Quality (CMAQ) administered by the East-West Gateway Council of Governments (EWG); and

WHEREAS, under the agreement the City would pay the refundable fee for such application in the sum of \$23,350; and

WHEREAS, if the grant is awarded, under the agreement the District would provide the local funds required up to \$3,000,000; and

WHEREAS, the City will be the owner of the Greenway and shall be responsible for ordinary operations and maintenance of the Greenway, with the exception of any bridge over Highway 67 and any mechanically stabilized earth walls;

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

SECTION 1.

The agreement between the Metropolitan Park and Recreation District d/b/a The Great Rivers Greenway District, and the City, attached hereto as "Exhibit A," is hereby approved, and the City Administrator is hereby authorized and directed to enter into and execute that Agreement. The agreement as executed shall be consistent with the provisions and intent of this Ordinance with such changes as may be deemed necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this Ordinance, the matters herein authorized, and the rights and duties of the City under the agreement.

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

BILL NO. 6153

ORDINANCE NO. _____

ADOPTED THIS ____ DAY OF _____ 2025.

TIMOTHY CARNEY
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____ 2025.

Dr. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE
CITY CLERK



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: January 3, 2025

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works

FROM: Steven Berez, PE, City Engineer

SUBJECT: Recommendation to Execute Cost Share Agreement
Centennial Greenway CMAQ Grant Application

As discussed at the December 9, 2024 Council meeting, the preliminary design of the proposed Centennial Greenway through the City of Creve Coeur is nearing completion by Great Rivers Greenway (GRG) and their engineering consultant, Reitz and Jens.

The Centennial Greenway will connect Forest Park to Creve Coeur Lake Park and beyond to St. Charles County and the Katy trail. The Creve Coeur portion will connect at Warson Road to the east and Lindbergh Boulevard to the west.

The first phase of the project will connect the existing Greenway in Warson Park in Olivette to a point on Baur Boulevard (Section 6) which was awarded a federal CRP grant in August of 2024. The next phase extending the Greenway to the west (Research Blvd. to Schuetz Rd.) will include either a bridge over Lindbergh Boulevard and/or an at-grade crossing. See attached Exhibit B.

The estimated cost of this phase is \$7,670,000. GRG will provide the 40% grant match of \$3,000,000. Under the cost share agreement, the City of Creve Coeur will submit an application for a Congestion Mitigation and Air Quality Grant (CMAQ) to cover the remaining 60%. The City will pay the \$23,350 application fee, which is refundable in the event that the application is unsuccessful.

If the application is successful and construction is completed, the City will then accept responsibility for future maintenance and ownership of the greenway, with the exception of a future bridge over Lindbergh Boulevard and any mechanically stabilized earth walls. While most of the project is located within city or county rights of way, easements will likely be required.

The 39 North Connector is a separate project which we will also be seeking grant funding for, potentially as early as this fall depending upon the grant opportunities available at that time. The Connector will provide an important linkage for businesses within the 39 North Agtech District and also provide a connection for our residents to the Centennial Trail.

City Council approval of an ordinance authorizing a cost share agreement for the Centennial Greenway is requested. The CMAQ application is due February 7th.

**COST SHARE AGREEMENT FOR THE
CENTENNIAL GREENWAY**

THIS COST SHARE AGREEMENT (the “**AGREEMENT**”) is made and entered into this ____ day of _____, 2025 by and between the **METROPOLITAN PARK AND RECREATION DISTRICT, d/b/a THE GREAT RIVERS GREENWAY DISTRICT** (hereinafter “**DISTRICT**”) and **CITY OF CREVE COEUR, MISSOURI** (hereinafter the “**CITY**”).

WHEREAS, the **DISTRICT** is engaged in developing and constructing a series of parks, trails and greenways in the City of St. Louis, St. Louis County and St. Charles County, Missouri; and

WHEREAS, the **DISTRICT** and **CITY** agreed to cooperate in design, construction and maintenance of the trail extending from Research Boulevard to Schuetz Road (herein the “**GREENWAY**”), to be developed as part of the Centennial Greenway and utilized as a public hiking, biking and recreational trail within 39 North District; and

WHEREAS, Section 67.1742(2) RSMo. provides that a metropolitan park and recreation district shall have the power to “Contract with public and private entities or individuals both within and without the state ... in furtherance of any of the purposes of the district;” and

WHEREAS, Ordinance Number **XXXX** authorizes the **CITY** to enter into this **AGREEMENT** with the **DISTRICT**; and

WHEREAS, the **DISTRICT** and the **CITY** wish to enter into this **AGREEMENT** by which the **CITY** shall submit an application (the “**APPLICATION**”) for receipt of up to Four Million Six Hundred Seventy Thousand and 00/100 Dollars (\$4,670,000) in federal grant funds (the “**GRANT FUNDS**”) under the Congestion Mitigation and Air

Quality (CMAQ) administered by the East-West Gateway Council of Governments (EWG); and

WHEREAS, the **CITY** will be the owner of the **GREENWAY** and shall be responsible for ordinary operations and maintenance of the **GREENWAY**, with the exception of any bridge over Highway 67 and any mechanically stabilized earth walls.

NOW, THEREFORE, in consideration of the foregoing and the following mutual covenants, terms and conditions, the **DISTRICT** and the **CITY** agree as follows:

1. **Representations of the DISTRICT.** The **DISTRICT** represents, warrants and covenants to the **CITY** as follows:
 - a. The **DISTRICT** is a political subdivision duly created and existing under and pursuant to the laws of the State of Missouri.
 - b. The **DISTRICT** has full power and authority to enter into this **AGREEMENT** and to carry out its obligations hereunder, and by proper action has duly authorized the execution and delivery of this **AGREEMENT** by its duly authorized officers.
 - c. Neither the execution and delivery of this **AGREEMENT**, nor the fulfillment of or compliance with the terms and conditions hereof, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the **DISTRICT** is now a party or by which the **DISTRICT** is bound.
2. **Representations of the CITY.** The **CITY** represents, warrants and covenants to the **DISTRICT** as follows:
 - a. The **CITY** is a charter city of the State of Missouri.

b. The **CITY** has power to enter into this **AGREEMENT** and by proper action has duly authorized the execution and delivery of this **AGREEMENT** by its duly authorized officers.

a. The execution and delivery of this **AGREEMENT** will not conflict with or constitute a breach of or default under the laws applicable to the **CITY**, its ordinances or any bond, debenture, note or other evidence of indebtedness of the **CITY** or any contract, agreement or lease to which the **CITY** is a party or by which it is bound.

3. **CITY Obligations.**

b. CITY shall submit the **APPLICATION**, along with the refundable deposit of Twenty-Three Thousand Three Hundred and Fifty Dollars (\$23,350) (the "**APPLICATION FEE**"), to **EWG** on or before February 7, 2025 and execute any and all documents and do and perform any and all acts and things necessary or proper to timely submit such **APPLICATION** in compliance with all applicable laws, statutes, regulations, and ordinances.

c. In the event the **GRANT FUNDS** are awarded in connection with the **APPLICATION**, then CITY shall cooperate with **DISTRICT** to apply the **GRANT FUNDS** towards the construction of the **GREENWAY**. However, in the event the **APPLICATION** is unsuccessful, and no **GRANT FUNDS** are awarded, the parties understand the **EWG** shall refund **APPLICATION FEE** to the **CITY**.

4. **DISTRICT's Obligations.**

a. In the event the **GRANT FUNDS** are awarded in connection with the

APPLICATION, then the **DISTRICT**, subject to approval and appropriation by the **DISTRICT'S** Board of Directors, shall be responsible for the balance of costs required for the construction of the **GREENWAY** which are not funded by the **GRANT FUNDS**. Notwithstanding anything contained in this **AGREEMENT** to the contrary, it is expressly understood and agreed by the parties that under no circumstances, and in no event, shall the **DISTRICT** pay in excess of Three Million and 00/100 dollars (\$3,000,000) towards the construction of the **GREENWAY** (the "**DISTRICT CONTRIBUTION**"). In the event that the construction costs for the completion of the **GREENWAY** exceed the sum of the **GRANT FUNDS** and the **DISTRICT CONTRIBUTION**, then the **DISTRICT** and the **CITY** shall work together in good faith to consider an amendment to this **AGREEMENT** pursuant to Section 5.

- b. Notwithstanding anything contained in this **AGREEMENT** to the contrary, in the event that the **APPLICATION** is unsuccessful and the **GRANT FUNDS** are not awarded to either party, then this **AGREEMENT** shall automatically terminate and be of no further force and effect, except for Section 3(c) hereof, and the parties shall have no further obligation, liability or debt to each other hereunder.

5. **Amendments, Changes and Modifications.** This **AGREEMENT** may be amended, changed, modified, altered or terminated only by written agreement of the **DISTRICT** and the **CITY**.

6. **Notices.** All notices or other communication required or desired to be given hereunder shall be deemed duly given when mailed by first class, registered or certified mail, postage prepaid, addressed as follows:

DISTRICT: Metropolitan Park and Recreation District,
d/b/a The Great Rivers Greenway District
3745 Foundry Way, Suite 253
St. Louis, MO 63110
Attention: Susan Trautman, Chief Executive Officer
Telephone: (314) 436-7009
Fax: (314) 436-8004

With a Copy to: Husch Blackwell LLP
8001 Forsyth Blvd, Suite 1500
St. Louis, MO 63105
Attention: David Richardson
Telephone: (314) 480-1718
Fax: (314) 727-2824

CITY: City of Creve Coeur, Missouri
300 N. New Ballas Road
Creve Coeur, MO 63141
Attention: Mark Perkins, City Administrator
Telephone: (314) 872-2511
Fax: (314) 872-2538

7. **Assignments.** Neither party may mortgage or otherwise assign its rights under this **AGREEMENT** without the written consent of the other.
8. **Waiver.** The failure of one party to require performance of any provision of this **AGREEMENT** shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this **AGREEMENT** constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
9. **Controlling Law/Venue.** This **AGREEMENT** shall be interpreted in accordance with the laws of the State of Missouri. Any action brought hereunder shall be brought in the Circuit Court of St. Louis County, Missouri

or in the event of Federal jurisdiction, in the United States District Court,
Eastern District of Missouri.

10. **Integration.** This **AGREEMENT** represents the entire integrated agreement between the **DISTRICT** and the **CITY** regarding the subject matter hereof, and supersedes all prior negotiations, representations or agreements, either written or oral regarding same.

11. **No Agency.** Nothing in this **AGREEMENT** shall be construed to create an agency relationship between **CITY** and **DISTRICT**. **CITY** has no active, implied, or apparent authority, rights, duties, or powers to act for or on behalf of **DISTRICT** or otherwise bind or commit them to any third party. **DISTRICT** has no active, implied, or apparent authority, rights, duties, or powers to act for or on behalf of **CITY** or otherwise bind or commit them to any third party.

[Signature page to follow]

WHEREFORE, the parties have set their hands the day and date first above written.

CITY OF CREVE COEUR, MISSOURI

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

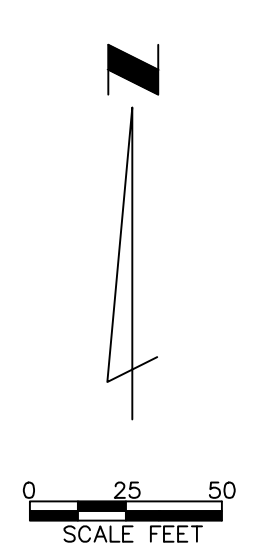
By: _____
City Administrator

By: _____
Chief Executive Officer

Approved as to Form:

Husch Blackwell LLP

EXHIBIT B



1 of 1

RESOLUTION NO. 1766

A RESOLUTION APPROVING AN AMENDMENT TO THE OLIA VILLAGE PLANNED ZONING DISTRICT SITE CONCEPT PLAN AND PHASE 1 SITE DEVELOPMENT PLAN AFFECTING THE TREE PRESERVATION PLAN AND PHASE 1 PLANTING PLAN

WHEREAS, on November 13, 2023, the City Council adopted Amended Ordinance 5862 which established the Olia Village Planned Mixed Use Zoning District, Site Concept Plan and Phase 1 Site Development Plan; and

WHEREAS, Section 405.390(Q) of the Zoning Code states that Major Amendments to the site concept or site development plan shall be subject to review as an amendment to the Planned Zoning District subject to review by the Planning and Zoning Commission and approval by resolution of the City Council; and

WHEREAS, an application was submitted by Matt Pfund of Jack Matthews Development, on behalf of 10300 Olive LLC, for an amendment to the site concept plan and a site development plan resulting in changes to the Tree Preservation Plan and Tree Planting Plan within the buffer area; and

WHEREAS, the Planning and Zoning Commission reviewed and, by a 5-0 vote, recommended approval of the request, subject to the conditions contained herein, at its meeting on January 8, 2025; 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 resolution has been made available for public inspection prior to its consideration by the Council; and

WHEREAS, the City Council finds that the application and evidence presented clearly indicate that the proposed amendments to the Tree Preservation Plan and Phae 1 Buffer Planting Plan Site Concept Plan and Phase 1 Site Development Plan are necessary and will provide appropriate buffering to protect adjacent land uses from visual impacts, when subject to certain conditions set forth herein:

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

Section 1: The amendment to the Olia Village Site Concept Plan and Phase One Site Development Plan are approved subject to the following conditions:

1. The Applicant is required to submit a Final Tree Preservation and Phase 1 Buffer Planting Plan to address Gateway Design Studio comments on technical plan details for staff review and approval prior to the issuance of the retaining wall permit for Phase 1A.
2. The Final Phase 1 Buffer Planting Plan shall be in substantial conformance to the Plan prepared by SWT Design, dated 12-19-24.
3. The new plantings shall be watered frequently until they are established in these locations.
4. Any vegetation that is totally or predominantly dead and/or disfigured due to disease or injury shall be replaced as needed and in a prompt and workmanlike manner as dictated by accepted horticultural standards.
5. All other aspects of Amended Ordinance 5862 not covered under this amendment remain in effect.

Section 3: This resolution shall become effective upon approval.

RESOLUTION NO. 1766

ADOPTED THIS 13th DAY OF JANUARY, 2025.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE
CITY CLERK



**APPLICATION TO PLANNING AND ZONING COMMISSION
#24-035: AN AMENDMENT TO THE OLIA VILLAGE PLANNED ZONING
DISTRICT SITE CONCEPT PLAN AND PHASE 1 SITE DEVELOPMENT PLAN
AFFECTING THE TREE PRESERVATION PLAN AND PHASE 1 PLANTING PLAN**

FOR THE MEETING OF: January 8, 2025

LOCATION: 10300 Olive Boulevard, former Bayer West Campus, Zoned “PMD”
Planned Mixed-Use Development District

REQUEST: Matt Pfund of Jack Matthews Development, representing 10300 Olive, LLC, has submitted an application for amendments to the Site Concept Plan and Phase 1 Site Development Plan for the Olia Village Planned Mixed-use Zoning District. The proposed amendments apply to the Tree Preservation Plan and Phase 1 Landscape Plan. The proposed changes involve additional tree removals and revised planting plans for the first phase of the project within the residential buffer area in association with the construction of a portion of the retaining wall. No changes to the location of the retaining wall are proposed. Pursuant to Section 405.390.Q. of the Zoning Ordinance, amendments to the Site Concept and Site Development plans within Planned Zoning Districts require Planning and Zoning Commission review and final approval by resolution of the City Council.

ADDITIONAL INFORMATION:

Key Issues:

- Does the request further the goals and/or implement the Comprehensive Plan?
- Does the request meet with the criteria for Planned Zoning Districts as provided in Section 405.390?

Creve Coeur 2030 Plan References

- Mixed Use Innovation Campus District (MUIC)
- 39 North Master Plan
- Comprehensive Plan and 39 North Master Plan Amendment for the Former Bayer West Site

Zoning Code References

- Section 405.390 Planned Zoning Districts

APPLICANT: Matt Pfund
Jack Matthews Development
90 Edwardsville Professional Park
Edwardsville, IL 62025

**APPLICANT’S
REPRESENTATIVE:**

Wes Haid
SWT Design
7722 Big Bend Blvd
St. Louis, MO 63119

REPORT PREPARED BY: JASON JAGGI, AICP DIRECTOR OF COMMUNITY DEVELOPMENT

ATTACHMENTS:

Amended Ordinance 5862
Revised Tree Preservation Plan and Phase 1 Buffer Planting Plan dated 12-19-24
Original Tree Preservation Plan and Buffer Planting Plan, dated 11-13-23
Original Phase 1 Buffer Planting Plan, dated 11-13-23

BACKGROUND

The Olia Village Planned Mixed-Use Development consists of a 96-acre property that was the former home of Bayer's West campus which was purchased by the applicant development group in September 2022 when Bayer downsized due to the need for less office space post pandemic. The Olia Village project includes five existing structures that will be reused in combination with new structures to form a planned mixed-use development with a combination of multifamily, townhouses, hotel, retail and office space. The Planning and Zoning Commission recommended approval of the rezoning, Site Concept Plan and Phase 1 Site Development Plan on October 2, 2023. The City Council approved the rezoning and development plans on November 13, 2023 by Amended Ordinance No. 5862.

As a planned zoning district, the Olia Village development is regulated by the Site Concept Plan and the development regulations which are components of the rezoning ordinance (Ord. No. 5862). The development regulations for Olia Village consist of specific development standards and a use table that apply only to this development. Any significant changes to these components require a public hearing and review by the Planning and Zoning Commission and approval by the City Council as an amendment to the planned zoning district per Section 405.391.Q. of the Zoning Ordinance.

The applicant has submitted revised tree removal plans and landscape plans that provide additional plantings within a portion of the residential buffer area. These amendments are necessary due to structural requirements in order to construct the retaining wall in accordance with approved plans. Staff has determined that the revised Tree Preservation Plan and Phase 1 Planting Plans deviate substantially from the approved Site Concept Plan and Phase 1 Site Development Plan for the buffer area, a critical component of this development. As such, review by the Planning and Zoning Commission with a public hearing and approval by the City Council is required.

CURRENT SITE ACTIVITY

Permits were issued for site work back in the summer and mass grading is continuing on the site. The mass grading includes tree removals and infrastructure site work such as excavation for stormwater basins. Due to the scope of the project, the City hired consultants to assist with site inspections and to advise City staff on site matters related to the grading activity and tree removals. With respect to the tree removals, the City's contracted landscape architect has met with the developer and staff on several site visits since the summer to advise on tree impacts and tree preservation plan compliance. In addition, the developer has hired a certified arborist to advise on tree protection and the evaluation of the health of individual trees.

Tree protection fencing has been installed along the perimeter of the buffer at approximately 40-feet from the property line. Most of the trees have been removed from the site in the areas that fall outside of this buffer area in accordance with the approved Tree Preservation Plan with some additional trees removed along this line and within the buffer based on the arborist evaluations and concurrence from the City's contracted landscape architect. Tree removals beyond what is shown on the approved Tree Preservation Plan are regulated within the Olia Village development standards (Attachment B of Ordinance No. 5862 Amended). Section 1.F. provides for landscaping and tree requirements. These requirements require tree replacement on a 1:1 basis for any trees at 6-inches at Diameter Breast Height or greater. For trees 20-inches DBH or greater, a 2:1 replacement is required. It is important to note that, if necessary, additional trees can be removed, but they must be replaced in accordance with the above provision. Further, in accordance with the Olia Village development standards, trees that are dead, diseased, hazardous or in poor condition in the opinion of a certified arborist, landscape architect, architect or engineer can be removed without the requirement for replacement.

PROPOSED REVISIONS

The developer, Jack Matthews Development, has submitted a revised Tree Preservation Plan that calls for the removal of several additional trees within the 50-foot residential buffer area. According to the developer, these additional tree removals are required due to existing soil conditions that necessitate further structural components to stabilize the retaining wall as recommended by the retaining wall engineer. Permits for this segment of the retaining wall (Phase 1A) have been submitted to the City and

are on hold pending approval of these revised tree plans. Permits for the other portions of the retaining wall (Phases 1B and 2) that are not subject to these revisions have been issued by the City. It is important to note that the location of the retaining wall has not changed and remains in compliance with approved plans. Only the tree preservation plan and concept planting plan are part of this amendment request.

The proposed amendment is specific to the area adjacent to a portion of the retaining wall within the buffer area on the south and west sides of the site. Below is a graphic that illustrates the scope of this request, denoted with a red line. The blue line is Phase 1B and is not subject to any revisions.



Figure 1: Approximate location of retaining wall. Phase 1A is shown in Red and is subject to this tree removal and planting plan amendment. Phase 1B is shown in blue and is not subject to this amendment.

Revised Tree Preservation Plan

The revised Tree Preservation Plan shows the extent of the additional clearing in order to construct the retaining wall. The plan shows 30 trees will be removed within the buffer area of which 27 are in fair or better condition. The removed trees are primarily evergreens with three large deciduous trees. Based on the Olia Village tree replacement requirements, 30 replacement trees are required.

Revised Buffer Planting Plan

Due to the additional tree removals within a portion of the residential buffer, a revised buffer planting plan has been submitted. The plans provide a notable increase in new trees within this buffer area. A copy of the prior buffer planting plan has been included in the packet for reference. The following quantities of trees and shrubs are proposed to provide screening within the buffer area:

- Canopy Trees-21
- Evergreen Trees-267
- Ornamental Trees-20
- Shrubs-89

The detailed planting schedule is provided below.

PLANT SCHEDULE BUFFER PLANTING					
CODE	QTY	BOTANICAL NAME	COMMON NAME	SPACING	SIZE
CANOPY TREES					
AM2	5	Acer saccharum 'PNI 0285'	Green Mountain® Sugar Maple	As Shown	2.5"Cal
LT	7	Liriodendron tulipifera	Tulip Poplar	As Shown	2.5"Cal
QB	6	Quercus bicolor	Swamp White Oak	As Shown	2.5"Cal
QP2	3	Quercus phellos	Willow Oak	As Shown	2.5"Cal
EVERGREEN TREES					
IA	28	Ilex opaca	American Holly	As Shown	8' Ht.
JE	20	Juniperus virginiana 'Corcorcor'	Emerald Sentinel™ Eastern Redcedar	As Shown	8' Ht.
JH	46	Juniperus virginiana 'Hillspire'	Hillspire Eastern Redcedar	As Shown	8' Ht.
JS	13	Juniperus chinensis 'Spartan'	Spartan Juniper	As Shown	8' Ht.
PA	48	Picea abies	Norway Spruce	As Shown	8' Ht.
PL	16	Pinus rigida x teada	Pitch Loblolly Pine	As Shown	8' Ht.
TI	74	Thuja x 'Green Giant'	Green Giant Arborvitae	As Shown	8' Ht.
TS	22	Thuja occidentalis 'Smaragd'	Emerald Green Arborvitae	As Shown	8' Ht.
ORNAMENTAL TREES					
CA2	2	Cercis canadensis 'Appalachian Red'	Appalachian Red Eastern Redbud	As Shown	2.5"Cal
CC2	3	Cornus florida 'Cherokee Brave'	Cherokee Brave Dogwood	As Shown	2.5"Cal
CF3	7	Cercis canadensis 'Forest Pansy'	Forest Pansy Eastern Redbud	As Shown	2.5"Cal
CM	1	Cercis canadensis 'Merlot'	Merlot Eastern Redbud	As Shown	2.5"Cal
CP2	3	Cornus florida 'Cherokee Princess'	Cherokee Princess Dogwood	As Shown	2.5"Cal
MR	4	Malus x 'JFS-KW5'	Royal Raindrops® Crabapple	As Shown	2.5"Cal
SHRUBS					
AA	33	Aronia arbutifolia 'Brilliantissima'	Brilliant Red Chokeberry	4' O.C.	#5
HS	15	Hamamelis vernalis	Ozark Witchhazel	6' O.C.	4' Ht.
MM2	18	Myrica pensylvanica 'Morton'	Silver Sprite Bayberry	5' O.C.	#5
PS2	23	Physocarpus opulifolius 'Seward'	Summer Wine® Ninebark	4' O.C.	#5

Figure 2: Plant Schedule for Buffer Area

All proposed trees are 8-feet in height for evergreens and 2.5 caliper inches for deciduous trees, in compliance with the Olia Village tree and landscaping development standards for minimum size within the buffer area.

The canopy trees include a variety of oaks, maples and poplar trees. The evergreen trees include common species that are used for year-round screening purposes including redcedar, Spartan Juniper, Norway Spruce, Green Giant Arborvitae and Emerald Green Arborvitae.

Due to the increased room available, the proposed revised planting plan now provides a layered approach to achieve visual screening within the buffer area compared to the prior approved plan that mainly provided a single row of new plantings.

The City's contracted landscape architect has also reviewed the proposed planting plan and agrees that the proposed evergreen trees are appropriate for screening purposes. There are some technical comments in terms of plan notations that the consultant has recommended, and staff has requested an updated Tree Preservation Plan for the entire site to reflect these changes. A condition of approval has been included to provide final plans to address these matters for staff review and approval prior to the issuance of the retaining wall permit for Phase 1A.

CONCLUSION

The proposed amendments appear necessary in light of poor soils within some areas where the wall will be built. This determination is the result of additional soils testing that was performed in association with the retaining wall permit for Phase 1A. As previously mentioned, the location of the wall is not changing; however, in order to construct the wall, additional tree removals are necessary to provide the required structural support for the wall. The additional tree removals will result in a more narrow area where existing trees will remain. With this in mind, it becomes even more critical that new replacement trees are provided to provide an effective visual screen of the development from adjacent residential areas. The proposed planting plan provides for a robust landscape screen primarily consisting of evergreen trees to provide year-round screening. Over time, these trees should provide a solid "green" visual barrier as intended. The revised plan provides a significant increase in the quantity of trees over the prior plan to compensate for the removal of additional trees. The plan also provides for the layering of trees to provide better screening over the old plan as there will be more room to plant new trees. Finally, the City's contracted landscape architect has reviewed the plans and is in agreement with the proposed planting schedule.

The Commission should accept comments from the public in its review of this request in order to understand the requirements to construct the retaining wall which involve additional tree removals. The Commission should also review the proposed planting plans to determine the sufficiency of the replacement trees to ensure a robust visual screen is provided within this buffer area. A condition of approval is recommended that final plans be submitted to staff to address technical comments and to provide a site-wide updated tree preservation plan that incorporates these changes as provided in the Gateway Design Studio 12-23-24 memorandum.

SUGGESTED ACTION

If the Planning and Zoning Commission agrees that the proposed additional tree removals are necessary to construct the wall and the proposed planting plan will provide sufficient screening within the buffer, the following is an example motion:

"I move to recommend approval on application #24-035, for amendments to the Site Concept Plan and Phase 1 Site Development Plan affecting the Tree Preservation Plan and Phase 1 Planting Plan for the Olia Village Planned Mixed-use Zoning District, subject to the conditions discussed in the Staff Report and Draft Resolution for the meeting of January 8, 2025"
(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.

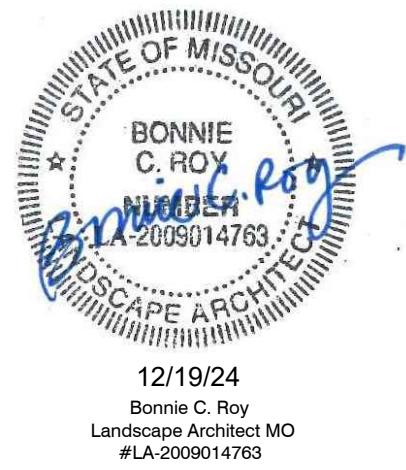
APPENDIX 2: ZONING CODE

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

APPENDIX 3: AERIAL MAP



EXHIBIT 1
REVISED TREE
PRESERVATION PLAN
12/19/24

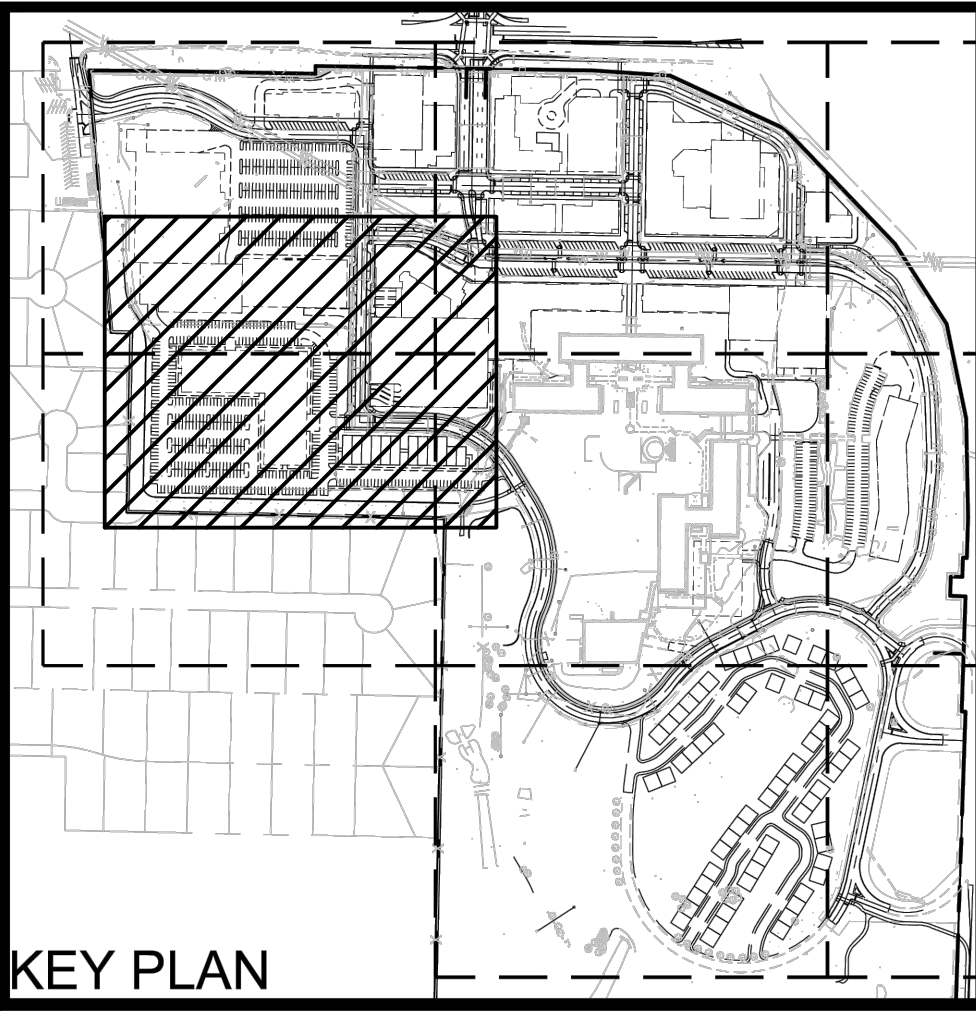


TREE REMOVAL TABLE

Tree ID #	Common Name	Type	DBH (inches)	Condition
K23	Longleaf Pine	Coniferous Evergreen	14	Good
K26	Sweetgum	BroadLeaf Deciduous	9	Fair
K31	Norway spruce	Coniferous Evergreen	15	Good
K32	Norway spruce	Coniferous Evergreen	18	Good
K33	Norway spruce	Coniferous Evergreen	9	Good
K34	Norway spruce	Coniferous Evergreen	18	Good
R10	White mulberry	BroadLeaf Deciduous	11	Poor
R11	Silver Maple	BroadLeaf Deciduous	7	Poor
K35	Blue spruce	Coniferous Evergreen	16	Fair
K39	Red Pine	Coniferous Evergreen	14	Good
K43	Norway spruce	Coniferous Evergreen	11	Fair
K44	Blue spruce	Coniferous Evergreen	10	Fair
K46	Norway spruce	Coniferous Evergreen	8	Good
K48	Longleaf Pine	Coniferous Evergreen	12	Fair
K50	Norway spruce	Coniferous Evergreen	10	Good
K54	Norway spruce	Coniferous Evergreen	10	Good
K55	Norway spruce	Coniferous Evergreen	8	Good
K58	Norway spruce	Coniferous Evergreen	13	Good
K59	Norway spruce	Coniferous Evergreen	8	Poor
K60	Black walnut	BroadLeaf Deciduous	25	Good
K64	Eastern redcedar	Coniferous Evergreen	15	Good
K65	Blue spruce	Coniferous Evergreen	9	Fair
K66	Blue spruce	Coniferous Evergreen	7	Fair
K67	Blue spruce	Coniferous Evergreen	10	Fair
K68	Blue spruce	Coniferous Evergreen	11	Good
K69	Blue spruce	Coniferous Evergreen	10	Fair
K70	White mulberry	BroadLeaf Deciduous	10	Good
K73	Sycamore	BroadLeaf Deciduous	35	Good
K74	White mulberry	BroadLeaf Deciduous	11	Good
K75	Black walnut	BroadLeaf Deciduous	27	Good

TREE REPLACEMENT TABLE

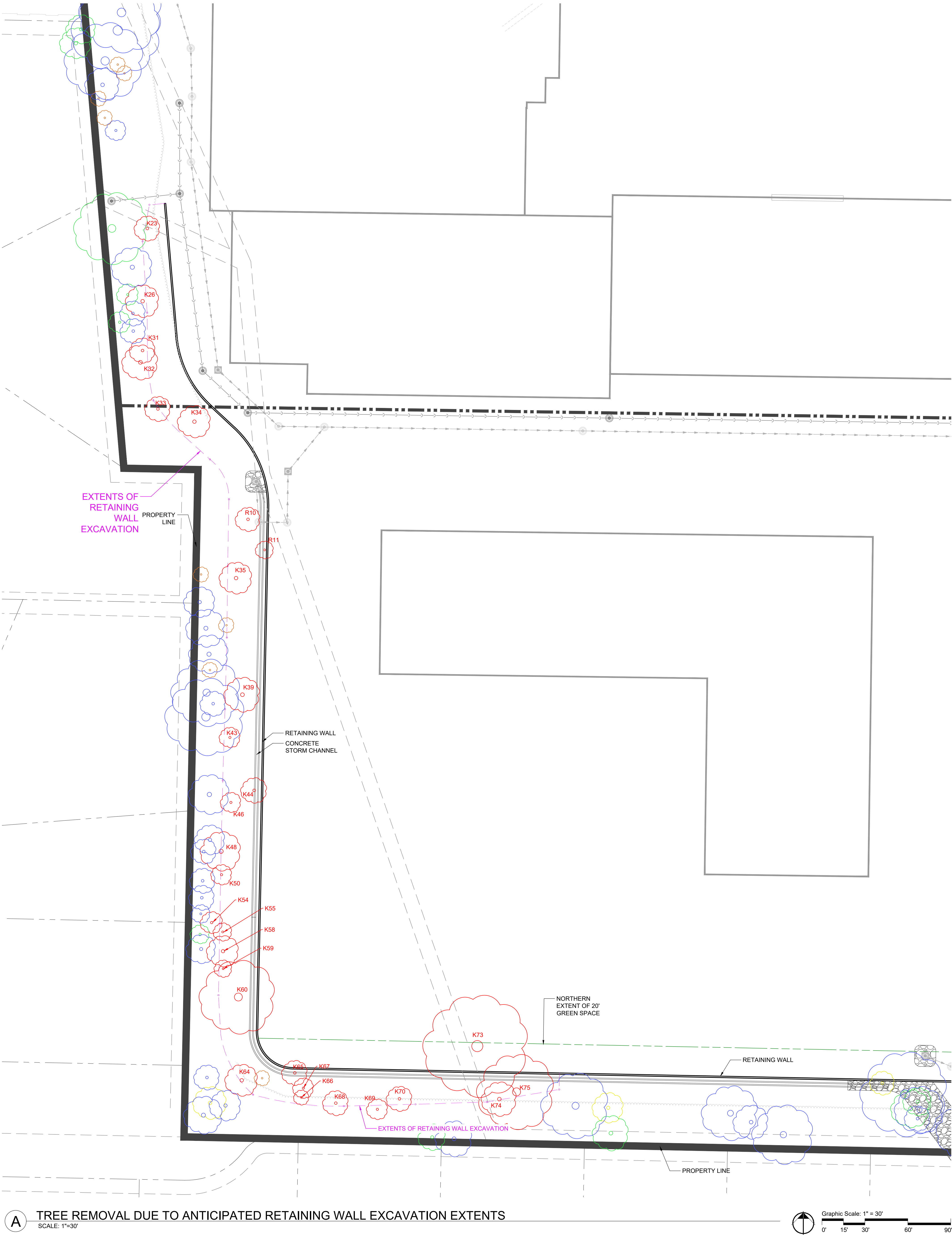
TREES 6"-19" DBH, IN FAIR OR GOOD CONDITION, TO BE REMOVED (TO BE REPLACED AT 1:1 RATIO PER CITY CODE SECTION 410.320 A.2.)	24
TREES 20"+ DBH, IN FAIR OR GOOD CONDITION TO BE REMOVED (TO BE REPLACED AT 2:1 RATIO PER CITY CODE SECTION 410.320 A.2.)	3
TOTAL REPLACEMENT TREES REQUIRED (AT A MINIMUM 2.5" CALIPER PER CITY CODE SECTION 410.320 A.2.)	30



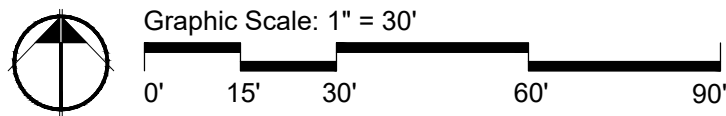
LEGEND



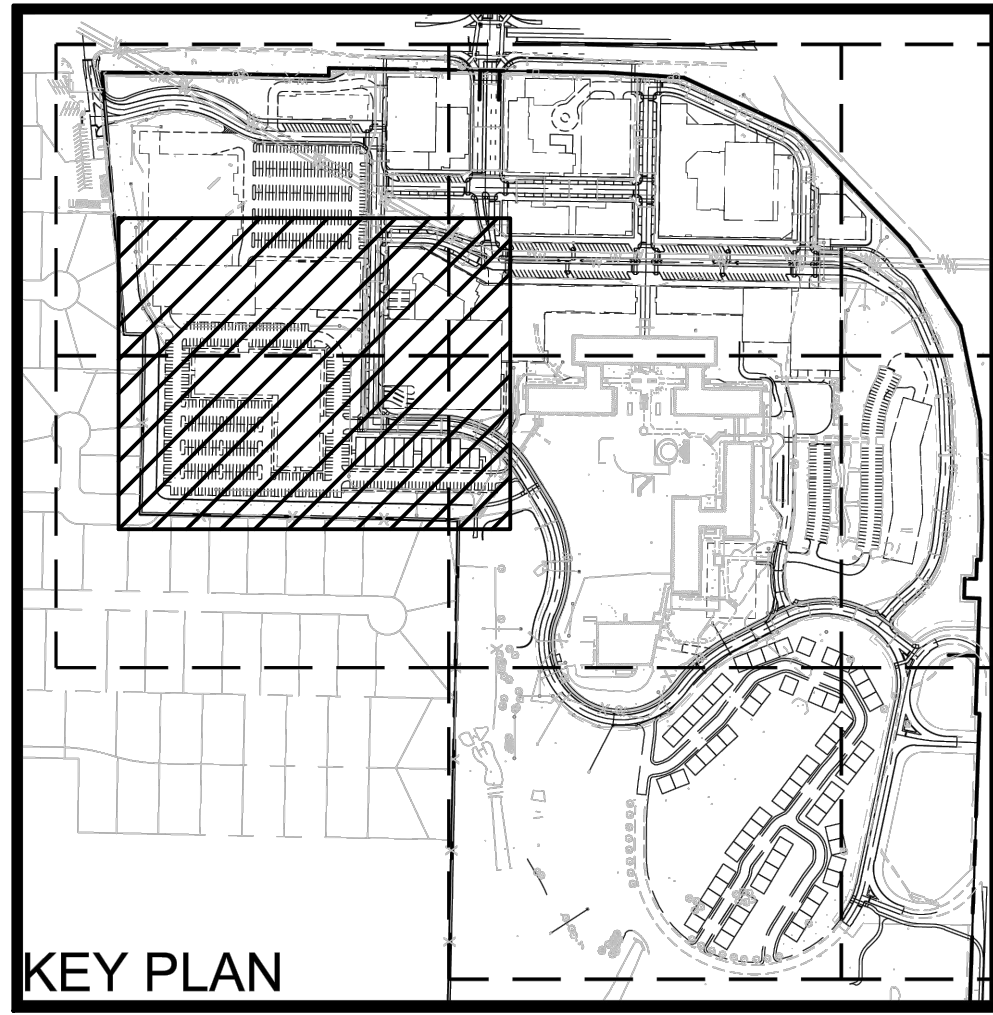
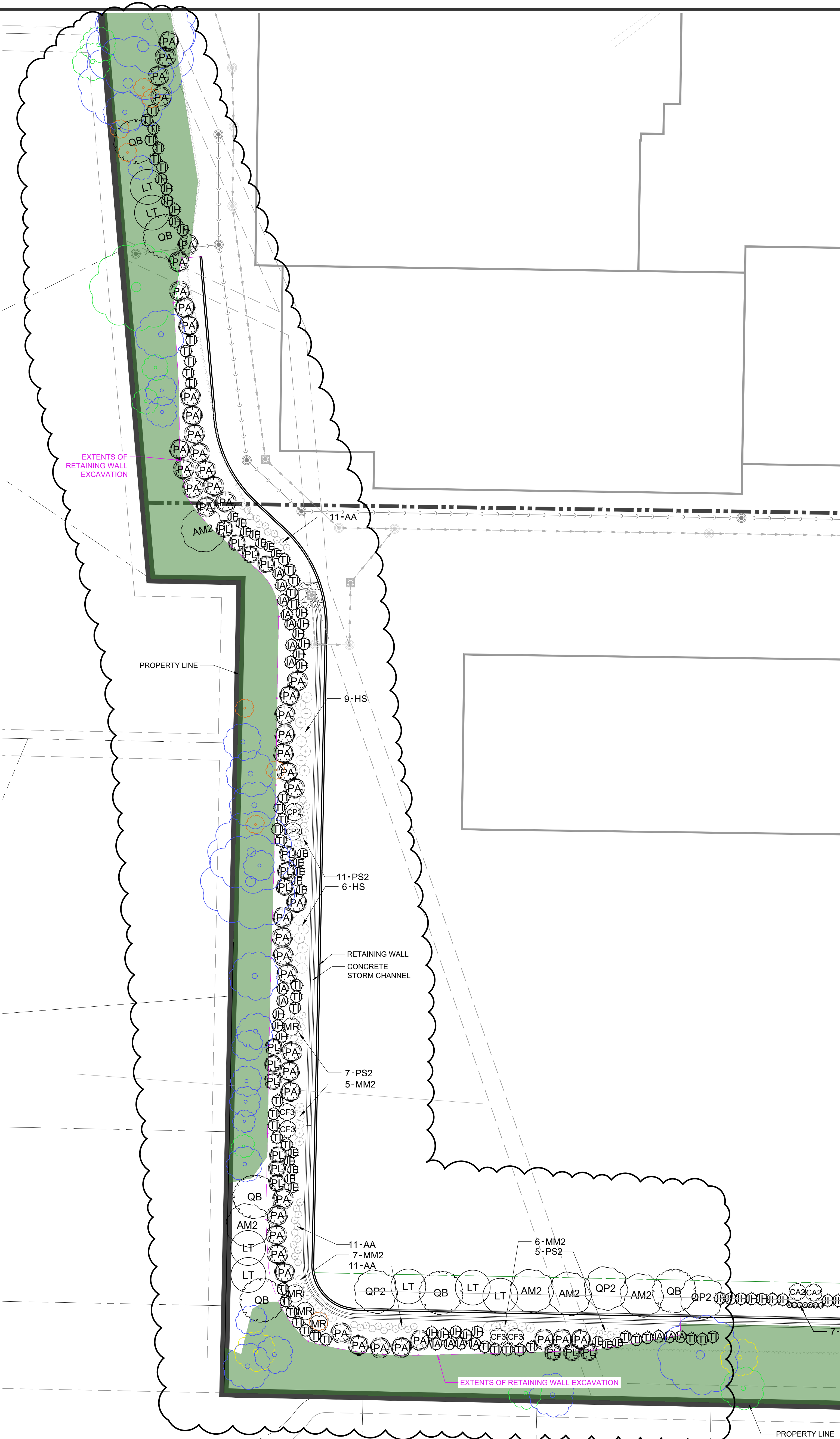
- NOTES
- TREES SHOWN IN THE LEGEND AND IN THIS PLAN ARE EXISTING TREES 6" DBH NEAR THE ANTICIPATED RETAINING WALL EXCAVATION EXTENTS.
 - TREE IDENTIFICATION, LOCATION, AND CONDITION ASSESSMENT WAS PERFORMED BY ISA CERTIFIED ARBORIST TREVOR BENNETT ON DEC. 17 & 18, 2024. THE CERTIFIED ARBORIST RECORDED THE DATA IN THE FIELD, CONSOLIDATED IT INTO PLAN VIEW, AND PROVIDED THE FINDINGS TO SWT DESIGN ON DEC. 18, 2024 IN PDF AND KM2XML FORMAT. SWT SUPERIMPOSED THE PDF GRAPHIC OVER THE SITE SURVEY AND CREATED TREE SYMBOLS IN VARYING SIZES BASED ON INFORMATION PROVIDED BY THE ARBORIST. THEREFORE, TREE LOCATIONS SHALL BE CONSIDERED APPROXIMATE AS SHOWN IN THESE PLANS AS THEY WERE NOT PROVIDED TO SWT IN AUTOCAD FORMAT BY A PROFESSIONAL LAND SURVEYOR. SWT RECOMMENDS WALL EXCAVATION EXTENTS BE FIELD LOCATED PRIOR TO TREE REMOVAL TO FIELD VERIFY TREE REMOVALS.
 - ANTICIPATED RETAINING WALL EXCAVATION LIMITS WERE PROVIDED TO SWT DESIGN BY CMT.
 - TREES IDENTIFIED TO BE REMOVED ARE THE TREES LOCATED WITHIN THE ANTICIPATED RETAINING WALL EXCAVATION EXTENTS, AS WELL AS TREES LOCATED WITHIN 5' OF THE ANTICIPATED RETAINING WALL EXCAVATION EXTENTS.
 - SEE TABLE ABOVE FOR ADDITIONAL INFORMATION ON TREES IDENTIFIED TO BE REMOVED DUE TO THE ANTICIPATED RETAINING WALL EXCAVATION EXTENTS.
 - TREES SHOWN NOT TO BE REMOVED SHALL BE PROTECTED FROM DAMAGE DURING CONSTRUCTION.



A TREE REMOVAL DUE TO ANTICIPATED RETAINING WALL EXCAVATION EXTENTS
SCALE: 1" = 30'



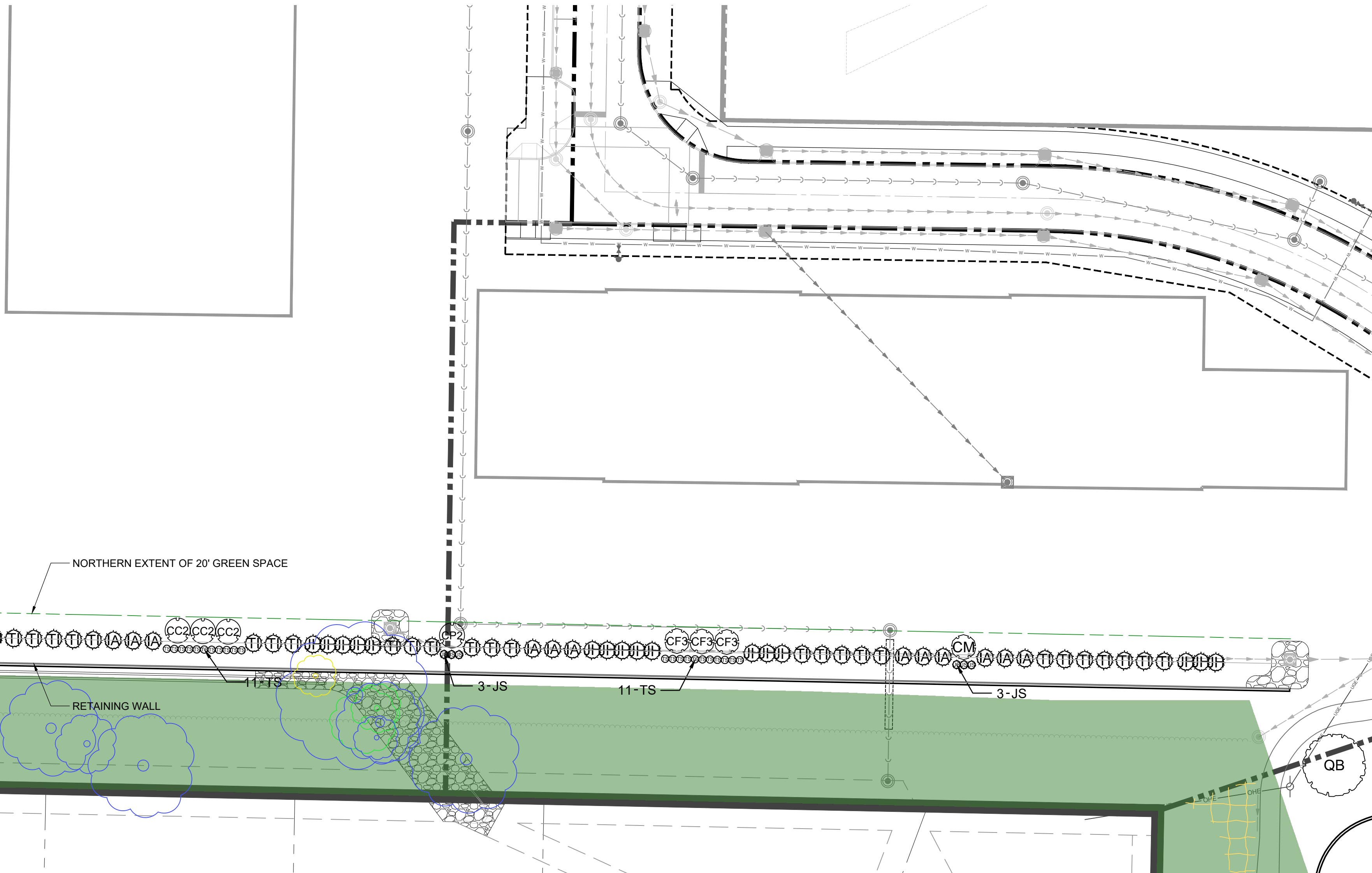
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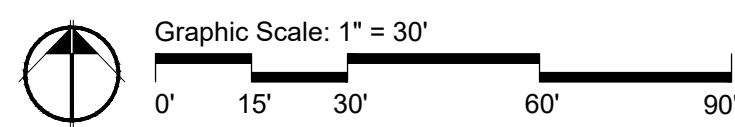
PLANT SCHEDULE BUFFER PLANTING					
CODE	QTY	BOTANICAL NAME	COMMON NAME	SPACING	SIZE
CANOPY TREES					
AM2	5	Acer saccharum 'PNI 0285'	Green Mountain® Sugar Maple	As Shown	2.5' Cal
LT	7	Liriodendron tulipifera	Tulip Poplar	As Shown	2.5' Cal
QB	6	Quercus bicolor	Swamp White Oak	As Shown	2.5' Cal
QP2	3	Quercus phellos	Willow Oak	As Shown	2.5' Cal
EVERGREEN TREES					
IA	28	Ilex opaca	American Holly	As Shown	8' Ht.
JE	20	Juniperus virginiana 'Corcoror'	Emerald Sentinel™ Eastern Redcedar	As Shown	8' Ht.
JH	46	Juniperus virginiana 'Hillspire'	Hillspire Eastern Redcedar	As Shown	8' Ht.
JS	13	Juniperus chinensis 'Spartan'	Spartan Juniper	As Shown	8' Ht.
PA	48	Picea abies	Norway Spruce	As Shown	8' Ht.
PL	16	Pinus rigida x teada	Pitch Loblolly Pine	As Shown	8' Ht.
TI	74	Thuja x 'Green Giant'	Green Giant Arborvitae	As Shown	8' Ht.
TS	22	Thuja occidentalis 'Smaragd'	Emerald Green Arborvitae	As Shown	8' Ht.
ORNAMENTAL TREES					
CA2	2	Cercis canadensis 'Appalachian Red'	Appalachian Red Eastern Redbud	As Shown	2.5' Cal
CC2	3	Cornus florida 'Cherokee Brave'	Cherokee Brave Dogwood	As Shown	2.5' Cal
CF3	7	Cercis canadensis 'Forest Pansy'	Forest Pansy Eastern Redbud	As Shown	2.5' Cal
CM	1	Cercis canadensis 'Merlot'	Merlot Eastern Redbud	As Shown	2.5' Cal
CP2	3	Cornus florida 'Cherokee Princess'	Cherokee Princess Dogwood	As Shown	2.5' Cal
MR	4	Malus x 'JFS-KW5'	Royal Raindrops® Crabapple	As Shown	2.5' Cal
SHRUBS					
AA	33	Aronia arbutifolia 'Brilliantissima'	Brilliant Red Chokeberry	4' O.C.	#5
HS	15	Hamamelis vernalis	Ozark Witchhazel	6' O.C.	4' Ht.
MM2	18	Myrica pensylvanica 'Morton'	Silver Sprite Bayberry	5' O.C.	#5
PS2	23	Physocarpus opulifolius 'Seward'	Summer Wine® Ninebark	4' O.C.	#5



- PLANTING NOTES
- SPECIES AND SPACING OF PLANTS SHOWN IN THESE PLANS ARE FOR DESIGN INTENT. FINAL SPECIES SELECTION TO BE DEPENDANT ON LOCAL AVAILABILITY. IF A SPECIFIED PLANT IS UNAVAILABLE AT TIME OF PLANT PROCUREMENT AND INSTALLATION, SUBSTITUTION PLANT SHALL HAVE SIMILAR FORM, SIZE, GROWTH HABIT, AND GROWING CONDITION REQUIREMENTS
 - FINAL LOCATIONS OF ALL TREES, SHRUBS, AND PERENNIALS ARE SUBJECT TO ADJUSTMENTS AND SHALL BE MODIFIED IN COORDINATION WITH FINAL LIGHTING, SIGNAGE, ARCHITECTURAL, UTILITY, CIVIL, AND OTHER DEVELOPMENT PLANS.
 - BUFFER TREE PLANTINGS SHOWN IN THIS PLAN HAVE BEEN LOCATED RELATIVE TO THE TOP OF THE RETAINING WALL. FINAL BUFFER TREE PLANTING LOCATIONS SHALL ADHERE TO THE MINIMUM DISTANCES FROM THE BACK OF WALL TO THE NEAREST TREE.
 - TREES SHOWN WITHIN EXISTING WATER EASEMENT ARE SUBJECT TO REVIEW AND APPROVAL FROM ENTITY HAVING AUTHORITY OVER EASEMENT
 - LOCATION AND ARRANGEMENT OF BUFFER PLANTINGS IS SUBJECT TO CHANGE BASED ON LOCALIZED EXISTING SITE CONDITIONS



A PHASE 1 LANDSCAPE BUFFER SCREEN PLANTING PLAN
SCALE: 1"=30'



PREPARED BY:

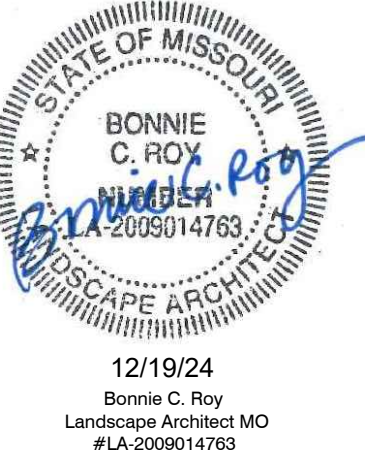


ONE MEMORIAL DRIVE, SUITE 500
ST. LOUIS, MO 63102
OFFICE NO. (314) 436-5500
LICENSE NO. 184-000631

CONSULTANTS:



7722 Big Bend Blvd.
St. Louis, MO 63119
T. 314.644.5700



PRELIMINARY
NOT FOR CONSTRUCTION
December 6, 2024

**OLIA VILLAGE
DEVELOPMENT**
LINDBERGH & OLIVE BLVD



THE HEART OF CREVE COEUR
10300 OLIVE BLVD
CREVE COEUR, MO 63141

MARK	DATE	DESCRIPTION
2	12/19/24	PHASE 1 Buffer Planting Resubmittal
3	10/26/23	PHASE 1 Buffer Planting Resubmittal
4	10/23/23	PHASE 1 Resubmittal
5	9/11/23	PHASE 1 Resubmittal
6	9/1/23	PHASE 1 Resubmittal
7	8/11/23	PHASE 1 LANDSCAPE DEVELOPMENT PLANS

PROJECT NO: 23005201-00
CAD DWG FILE: 21585.01_SHEETS_PLANTING_PHASE 1.DWG
DESIGNED BY: WH
DRAWN BY: MB/ZTS
CHECKED BY: BR
APPROVED BY: BR
COPYRIGHT: CRAWFORD, MURPHY & TILLY, INC. 2023

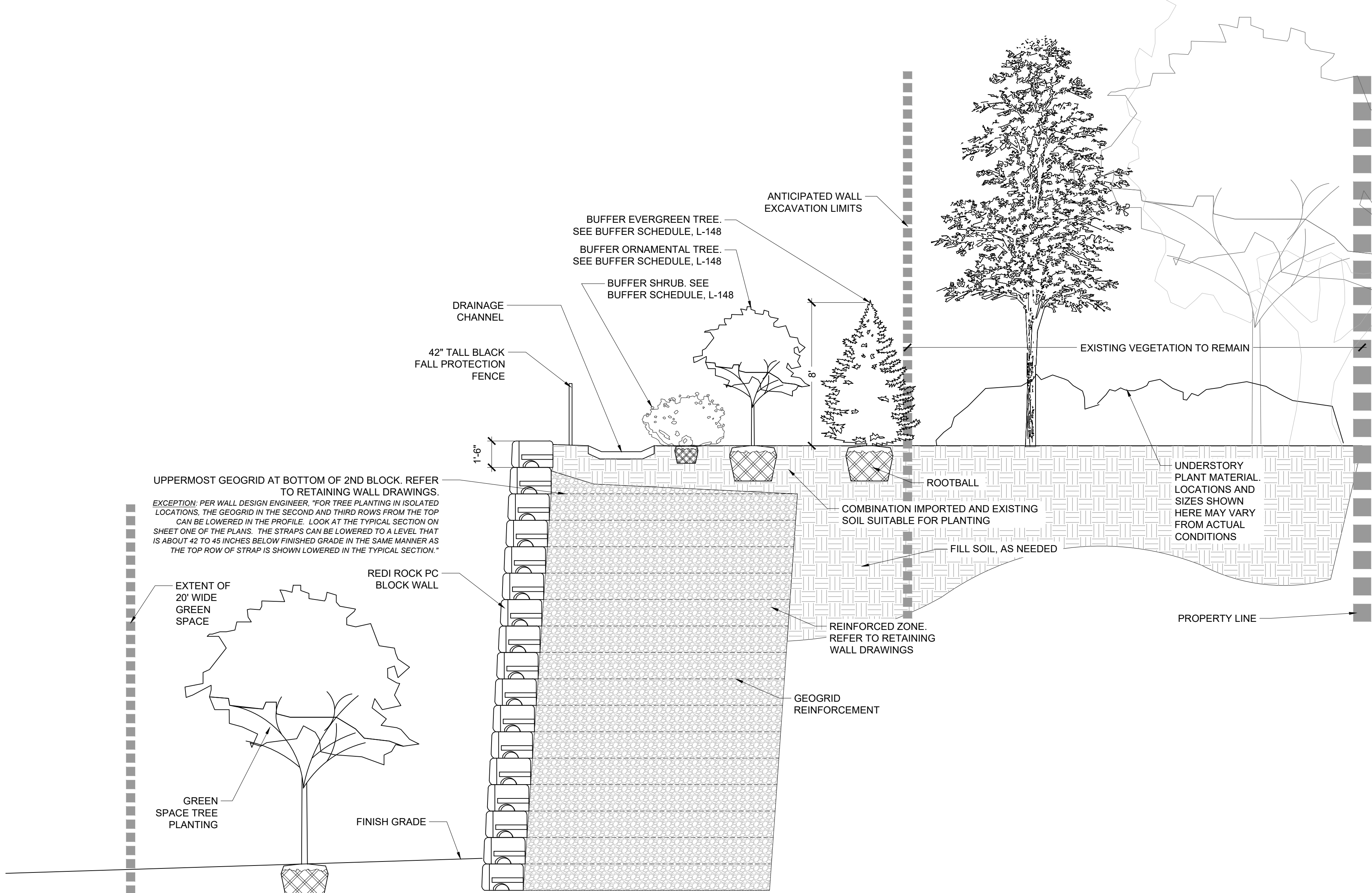
SHEET TITLE

**PHASE 1 BUFFER
PLANTING PLAN**

L-148

SHEET 21 OF 23

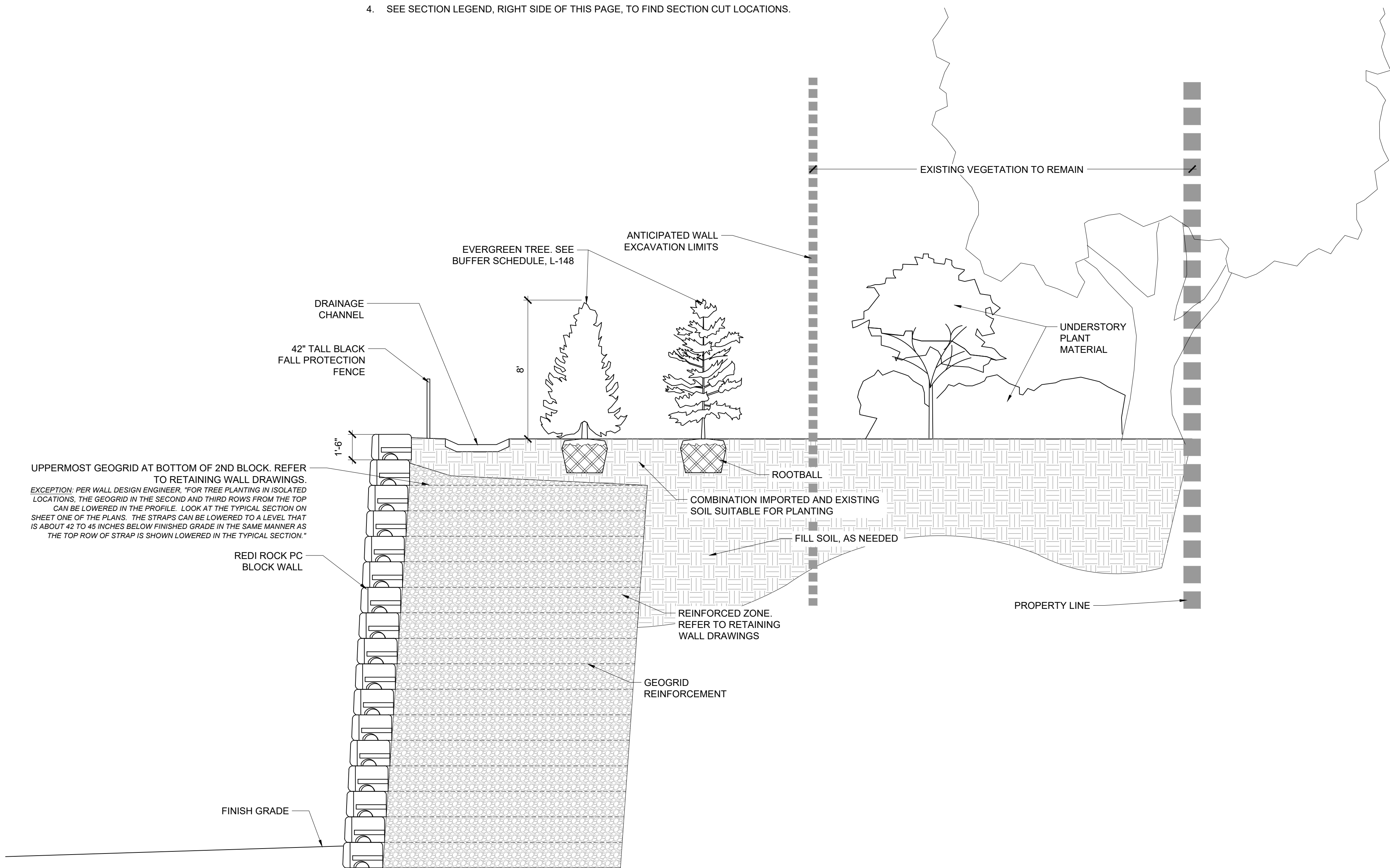
Path: H:\04_Projects\21555_Ola_Village\21555_01_Ola_Village_Schematic_Design\02_Production\04_Ola_Village_Planting_Phase 1.dwg
User: J. Murphree
Date: 12/19/24 11:45 AM



B SITE SECTION
SCALE: 1"=4'

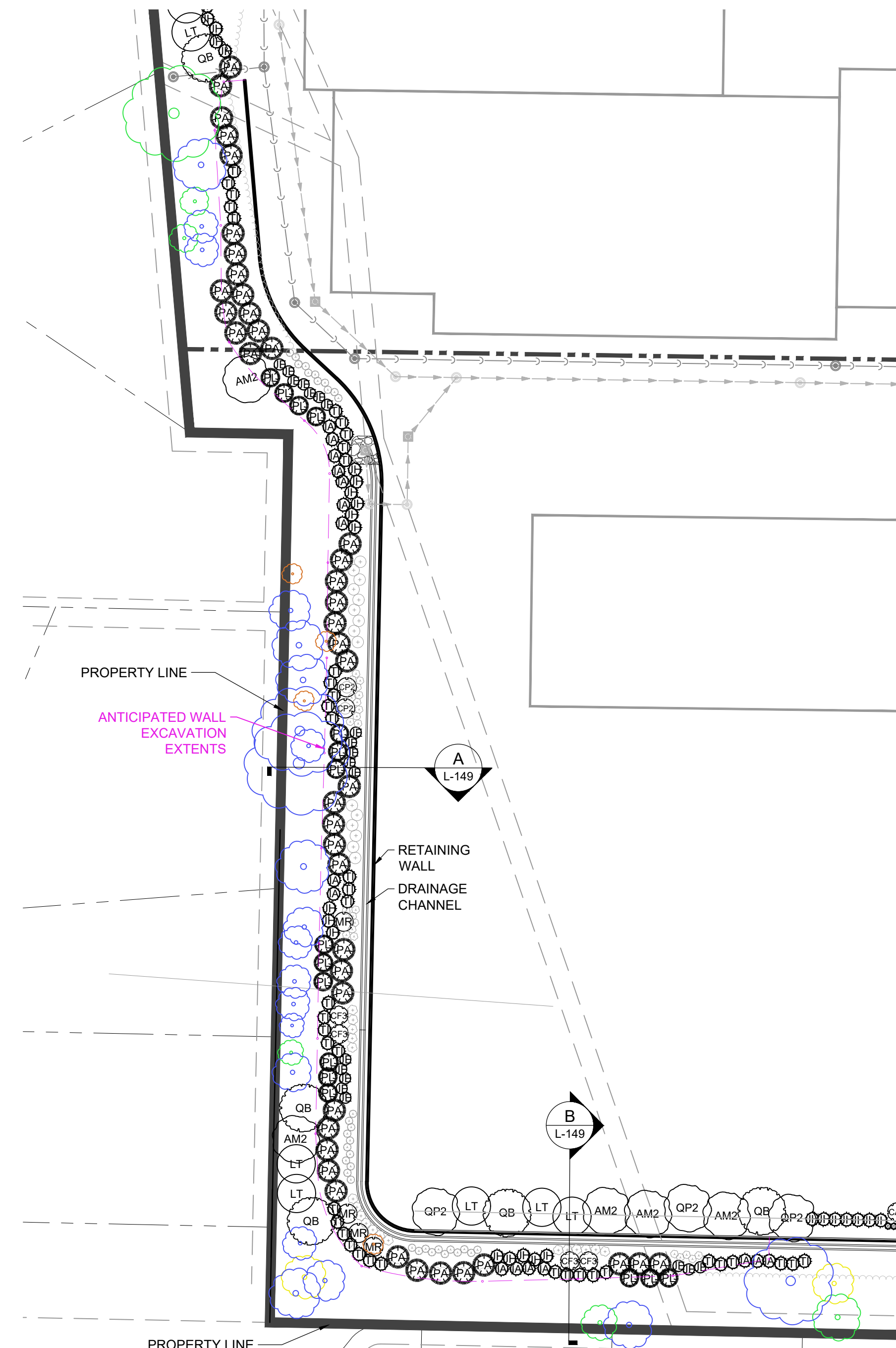
- SECTION NOTES
1. RETAINING WALL HEIGHTS, REINFORCED ZONE, AND GEOGRID EXTENTS SHOWN ARE BASED ON SHOP DRAWINGS AND OTHER INFORMATION PROVIDED TO SWT BY THE DEVELOPMENT DESIGN TEAM.
 2. LARGE TREES SHOWN AS EXISTING VEGETATION TO REMAIN ARE BASED ON EXISTING TREES 6"+ DBH PROVIDED BY CERTIFIED ARBORIST. OTHER SMALL TREES AND UNDERSTORY VEGETATION IS INTENDED TO BE DIAGRAMMATIC AND MAY VARY IN LOCATION, SHAPE, AND SIZE.
 3. PROPOSED BUFFER TREES AND SHRUBS ARE BASED ON PROPOSED PLANTING PLANS SHOWN ON SHEET L-148.
 4. SEE SECTION LEGEND, RIGHT SIDE OF THIS PAGE, TO FIND SECTION CUT LOCATIONS.

Graphic Scale: 1" = 4'
0' 2' 4' 8' 12'



A SITE SECTION
SCALE: 1"=4'

Graphic Scale: 1" = 4'
0' 2' 4' 8' 12'



B SECTION LEGEND
SCALE: 1"=50'

PREPARED BY:

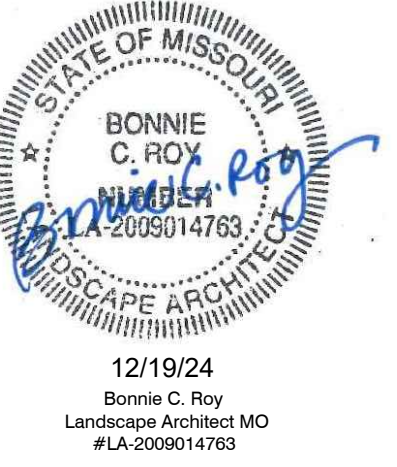


ONE MEMORIAL DRIVE, SUITE 500
ST. LOUIS, MO 63102
OFFICE NO. (314) 436-5500
LICENSE NO. 184-000631

CONSULTANTS:



7722 Big Bend Blvd.
St. Louis, MO 63119
L 314-644-5700



PRELIMINARY
NOT FOR CONSTRUCTION
December 6, 2024

OLIA VILLAGE
DEVELOPMENT

LINDBERGH & OLIVE BLVD



10300 OLIVE BLVD
CREVE COEUR, MO 63141

12/19/24 PHASE 1 Buffer Planting Resubmittal

MARK	DATE	DESCRIPTION
PROJECT NO:	23005201-00	
CAD DWG FILE:	21585.01_SHEETS_PLANTING_PHASE 1.DWG	
DESIGNED BY:	WH	
DRAWN BY:	MB/ZTS	
CHECKED BY:	BR	
APPROVED BY:	BR	
COPYRIGHT:	CRAWFORD, MURPHY & TILLY, INC. 2023	

SHEET TITLE

PHASE 1 BUFFER
PLANTING PLAN - SITE
SECTIONS

L-149

SHEET 21 OF 23

CALCS WITH BUFFER & WALL AT 50'

OLIA VILLAGE - TREE CONSERVATION PLAN

TREE MASSES SURVEY (BY COLE)

Total Tree Masses Surveyed (SF)	958,667
Existing Tree Masses to be Removed (SF)	478,379
Existing Tree Masses to Remain (SF)	480,288
% Existing Tree Mass to Remain (SF)	50.1%

INDIVIDUAL TREE SURVEY (BY COLE)

Total Existing 6"+ Trees Surveyed	670
Existing 6"-19" Trees to Be Removed	404
Existing 20"+ Trees to Be Removed	77
Total 6"+ Trees to Be Removed	481
Existing 6"+ Trees to Remain	189
% Existing 6"+ Trees to Remain	28%
Total Individual Trees Removed over 50%	146

PROPOSED TREE PLANTING (BY SWT)

Total Phase 1 Trees to be Planted	619
Street Trees to be Planted in Phase 1	111
Non-Street Trees to be Planted in Phase 1	508
Individual Tree Surplus after Phase 1	362

Note: Calcs do not yet account for hazardous, in poor condition, dead, diseased, or invasive trees. Final new trees required may be adjusted after existing dead and invasive trees have been accounted for by registered Landscape Architect.

LEGEND

- TREE MASS TO REMAIN
- TREE MASS TO BE REMOVED
- INDIVIDUAL 6"+ DBH TREES TO REMAIN
- INDIVIDUAL 6"-19" DBH TREES TO BE REMOVED
- INDIVIDUAL 20"+ DBH TREES TO BE REMOVED

A TREE PRESERVATION PLAN

SCALE: 1"=100'



NOTIFY LANDSCAPE ARCHITECT IMMEDIATELY IN EVENTS OF DISCREPANCIES, OMISSIONS, AND/OR CONFLICTS IN THE DRAWINGS OR SPECIFICATIONS. THE CONTRACTOR IS NOT AUTHORIZED TO SCALE THE DRAWINGS. ALL QUESTIONS IN REFERENCE TO CONTRACT DOCUMENTS SHALL BE IMMEDIATELY DIRECTED TO THE LANDSCAPE ARCHITECT.

PREPARED BY:



ONE MEMORIAL DRIVE, SUITE 500
ST. LOUIS, MO 63102
OFFICE NO. (314) 436-5500
LICENSE NO. 184-000631

CONSULTANTS:



7722 Big Bend Blvd.
St. Louis, MO 63119
T. 314.644.5700

PRELIMINARY
NOT FOR CONSTRUCTION
November 13, 2023

OLIA VILLAGE
DEVELOPMENT
LINDBERGH & OLIVE BLVD



10300 OLIVE BLVD
CREVE COEUR, MO 63141

6	11/13/23	LANDSCAPE SITE DEVELOPMENT PLANS
5	10/23/23	LANDSCAPE CONCEPT PLANS
4	9/26/23	LANDSCAPE CONCEPT PLANS
3	9/13/23	LANDSCAPE CONCEPT PLANS
2	8/11/23	LANDSCAPE CONCEPT PLANS

MARK	DATE	DESCRIPTION
PROJECT NO:	23005201-00	
CAD DWG FILE:	21585.01_SHEETS_GENERAL.DWG	
DESIGNED BY:	WH	
DRAWN BY:	MB/ZTS	
CHECKED BY:	BR	
APPROVED BY:	BR	
COPYRIGHT:	CRAWFORD, MURPHY & TILLY, INC. 2023	

SHEET TITLE

TREE PRESERVATION
PLAN

LD-100

SHEET OF

SECOND AMENDED BILL NO. 6089 AMENDED ORDINANCE NO. 5862

AN ORDINANCE AUTHORIZING A CHANGE OF ZONING FROM “RO” RESEARCH OFFICE DISTRICT TO THE OLIA VILLAGE “PMD” PLANNED MIXED-USE DEVELOPMENT DISTRICT AND APPROVING THE SITE CONCEPT PLAN AND PHASE ONE SITE DEVELOPMENT PLAN FOR SUCH DEVELOPMENT ON THE APPROXIMATELY 96 ACRE PROPERTY LOCATED AT 10300 OLIVE BOULEVARD.

WHEREAS, Mr. Matt Pfund, of Jack Matthews Development, representing 10300 Olive, L.L.C., has submitted an application to amend the Official Zoning Map of the City of Creve Coeur to change the zoning on the property of approximately 96 acres located at 10300 Olive Boulevard, from “RO” Research Office District to “PMD” Planned Mixed-Use Development District for the Olia Village Development; and

WHEREAS, in accordance with Section 405.390 of the Zoning Ordinance, the applicant has submitted the Site Concept Plan and Phase One Site Development Plan for the Olia Village development on the subject property to the Department of Community Development; and

WHEREAS, a “PMD” Planned Mixed-Use Development district is a Planned Zoning District that will allow a unique mixture of commercial, residential, office, lodging and service uses subject to the criteria set forth in Section 405.390, Planned Zoning Districts, of the Zoning Code, the terms of this ordinance, and the conditions of approval; and

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Tuesday, September 5, 2023, beginning at 6:00 p.m. or immediately following the close of the previous public hearing, on said application; and

WHEREAS, notice of 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 otherwise posted and published in accordance with the Zoning Ordinance; and

WHEREAS, the Commission resumed the public hearing on September 18, 2023 and October 2, 2023; and

WHEREAS, the Planning and Zoning Commission reviewed and, by a 7-0 vote, recommended approval of the rezoning, Site Concept Plan and Phase One Site Development Plan subject to conditions at its meeting on October 2, 2023; and

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

WHEREAS, the City Council being fully informed finds that rezoning the property as set forth 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 and in good zoning practice; and

WHEREAS, the City Council further finds that the proposed development is eligible for consideration to be a Planned Mixed-Use Development under the planned zoning district process, because it exceeds three acres in size, could not be approved under any other Zoning District, is currently zoned “RO” Research Office, and the applicant has provided credible evidence that the proposal substantially complies with the purpose, objectives and provisions of

SECOND AMENDED BILL NO. 6089 AMENDED ORDINANCE NO. 5862

Section 405.390 and is generally consistent with the applicable provisions of the Comprehensive Plan, subject to the terms and conditions of approval set forth herein; and

WHEREAS, the City Council further finds that the proposed development as described in the Site Concept Plan meets the applicable design criteria set forth in Section 405.390.F.6(a) as hereby supplemented, modified and superseded and will provide sufficient public benefits as required by Section 405.390.E; and

WHEREAS, the City Council further finds that the Phase One Site Development Plan substantially complies with the Site Concept Plan and otherwise meets the requirements of Section 405.390.H subject to the conditions of approval set forth herein.

WHEREAS, on reconsideration the Council determined certain refining amendments were in order,

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

SECTION 1: The Official Zoning Map of the City of Creve Coeur shall be amended to rezone the approximately 96-acre property located at 10300 Olive Boulevard, from "RO" Research Office to the Olia Village "PMD" Planned Mixed-Use Development District, subject to the regulations, requirements and conditions stated herein, which property is more specifically described on Exhibit A attached hereto.

SECTION 2: The zoning and development regulations of the Olia Village PMD District shall be as set forth on Exhibit B attached hereto. Exhibit B and the final concept and development plans shall meet the following overriding conditions:

1. There shall be a 20-foot-wide landscape greenspace on the development side of the retaining wall along the southern end of Lots 10 and 17. Landscaping screening in this area shall consist of evergreens and continuous evergreen screening at the top of the retaining wall and a row of deciduous trees along Lot 10 where the base of the retaining wall faces parking lots in the greenspace area.
2. On Lot 1, the height of the garage shall not exceed that of the adjacent buildings on Lot 1.
3. The parking garage on Lot 4 shall not exceed 81 feet in height on the southern portion.
4. The building on Lot 10 shall not exceed 150,000 square feet in floor area or 60 feet in height.

SECTION 3: The Site Concept Plan submitted for Olia Village on October 23, 2023, and attached hereto as Exhibit C is hereby approved, subject to this ordinance and the zoning and development regulations provided in Exhibit B and the following conditions:

1. All improvements for traffic mitigation as recommended by the Traffic Impact Study dated September 13, 2023 prepared by CMT shall be approved by MoDOT and the City's Department of Public Works prior to approval of a final occupancy permit by the Building Division in association with Phase 2 building construction.
2. Each phase as identified in the approved Site Concept Plan shall require Site Development Plan approval in accordance with Section 405.390.H. of the Zoning Code.

SECOND AMENDED BILL NO. 6089 AMENDED ORDINANCE NO. 5862

3. The residential buffer yard shall be a minimum width of 50-feet from the property line when the buffer yard is adjacent to the existing single family residential zoning districts.

SECTION 4: The Phase One Site Development Plan submitted for Olia Village on October 23, 2023 and attached hereto as Exhibit D is hereby approved subject to this ordinance, the zoning and development regulations provided in Exhibit B and the Site Concept Plan provided in Exhibit C, in lieu of a separate resolution, subject to the following conditions:

1. A final subdivision plat consistent with the approved preliminary plat for the property shall be submitted prior to issuance of any permits other than demolition and grading permits. The final subdivision plat shall include the restrictive covenants and deeds for the property; and shared parking and access agreements for review and approval by the City Attorney.
2. The Applicant shall submit Site Improvement Plans, showing all site improvements, to the Department of Public Works for review and issuance of a Site Improvement Permit. The Site Improvement Plans shall be in substantial conformance with the "Phase One Site Development Plan" received October 23, 2023 in conjunction with Application #23-028 by CMT as hereby modified. All regional, state and federal agency approvals shall be submitted to the Department of Public Works prior to the City's issuance of a site improvement permit.
3. Hold on Issuance of Site Improvement Permit for Phase One Site Development Plan. The City shall not be obligated to issue the Site Improvement Permit to commence construction at the property on the Phase One Site Development Plan unless and until the City takes formal action on any incentives request filed by the Applicant. Should the City deny any incentives request filed by Applicant, in whole or in part, or if the City's approval of any incentives request filed by Applicant is unacceptable to Applicant, in its sole discretion, the City shall nevertheless issue Site Improvement Permits upon Applicant's demonstration that there are sufficient funds to complete the portion of the development that relates to the approved Phase One Site Development Plan.
4. All street lighting shall substantially comply with the Site Lighting standards provided in the Phase One Site Development Plan, including fixture design.
5. A final landscape plan shall be submitted for staff approval in substantial compliance with the Conceptual Landscape Plan for Phase One Site Development Plan and the Tree Preservation Plan prepared by SWT and submitted to the City on October 23, 2023 subject to this ordinance and to the following additional requirements:
 - a. All deciduous trees shall be a minimum size of 2.5-inch caliper in size at time of planting; evergreen or coniferous varieties shall be a minimum height of 6-feet at time of planting.
6. Residential Adjacent Buffer yard. The 40-foot buffer yard as shown on the submitted Site Concept Plan shall be increased to 50-feet as stated above and improved to the following standards:
 - a. All new plantings as shown on the Phase 1 Planting Plan prepared by SWT Design with a sealed signature date of 10-23-23 shall be installed as part of this phase. The plantings shall be a minimum of 2.5-inch caliper in size for deciduous trees and 8-feet in height for evergreen or coniferous varieties at time of planting. Additional plantings may be required by the Zoning

SECOND AMENDED BILL NO. 6089 AMENDED ORDINANCE NO. 5862

Administrator, at the time of final inspection, to ensure a robust and dense landscaped screen to the maximum extent as conditions allow prior to a final inspection approval of the site improvement permit associated with Phase One.

SECTION 5: This Ordinance shall become effective in accordance with Section 3.11 (g) of the City Charter but not prior to the Ordinance and the approved Site Concept Plan and Phase One Site Development Plan being recorded by the applicant in the office of County Recorder of Deeds. In addition to meeting the foregoing conditions, the applicant must present proof to the City of such recording before any permits may be issued. If said Ordinance and Plans are not recorded within one (1) year of the date of approval, the Ordinance shall be deemed repealed and the approval of the Plans shall be deemed revoked. This Ordinance, the Site Concept Plan, and the Phase One Site Development Plan, and subsequently approved site development plans, shall govern the development and use of the subject property and no development or use, other than temporary uses allowed by the Zoning Code, shall be permitted within the area of the Olia Village Planned Mixed-Use Development District. The Site Concept Plan as herein approved shall be valid for a period of eight years from the date hereof, unless extended as provided in Section 405.390.N. The Phase One Site Development Plan as herein approved shall be valid for 12 months from the date hereof, subject to the provisions of Section 405.390.N. All building permits shall conform to the provisions of the Olia Village PMD District and the approved Site Concept Plan and Phase One Site Development Plan.

ADOPTED THIS 13th DAY OF NOVEMBER, 2023.



NICOLE GREER
PRESIDENT OF CITY COUNCIL

APPROVED THIS 13th DAY OF NOVEMBER, 2023.
am



DR. ROBERT HOFFMAN
MAYOR

ATTEST:



KELLIE HENKE
CITY CLERK



EXHIBIT A LAND DESCRIPTION

A TRACT OF LAND BEING PART OF LOTS 9, 10, 11 AND 12 OF MAJOR THOMAS SUBDIVISION, SITUATED IN THE SOUTHWEST QUARTER AND NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 NORTH, RANGE 5 EAST, ST. LOUIS COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF STATE HIGHWAY 67, A.K.A. LINDBERGH (VARIABLE WIDTH-PUBLIC RIGHT OF WAY) BOULEVARD WITH THE NORTH LINE OF LAND NOW OR FORMERLY OF VANTAGE CREDIT UNION, AS RECORDED BY DEED IN BOOK 23850, PAGE 141 OF THE ST. LOUIS COUNTY, MISSOURI RECORDER'S OFFICE;

THENCE ALONG SAID NORTH LINE AND THE NORTH LINE OF SUNSWEPT PLAT 3, A SUBDIVISION AS RECORDED IN PLAT BOOK 87 PAGE 4 AND SUNSWEPT PLAT 2, A SUBDIVISION AS RECORDED IN PLAT BOOK 87 PAGE 23, ALL OF SAID RECORDER'S OFFICE, NORTH 89 DEGREES 11 MINUTES 17 SECONDS WEST, A DISTANCE OF 1352.62 FEET TO THE EAST LINE OF LAND NOW OR FORMERLY OF DONALD J AND MARGRETTA CASSMEYER, ETAL, AS RECORDED BY DEED IN BOOK 11070, PAGE 767 OF SAID RECORDER'S OFFICE;

THENCE ALONG SAID EAST LINE AND THE EAST LINE OF LAND NOW OR FORMERLY OF JAVED MUHAMMAD ALI AND ALZUBEIDI DUHA, AS RECORDED BY DEED IN BOOK 23726, PAGE 3547; TIMOTHY C TOWNSEND, ETAL, AS RECORDED BY DEED IN BOOK 23562, PAGE 160, ALL OF SAID RECORDER'S OFFICE, NORTH 01 DEGREES 12 MINUTES 14 SECONDS EAST, A DISTANCE OF 500.19 FEET TO THE EAST LINE OF SPOEDE HILLS, A SUBDIVISION AS RECORDED IN PLAT BOOK 54, PAGE 26 OF SAID RECORDER'S OFFICE;

THENCE ALONG SAID EAST LINE AND THE EAST LINE OF SPOEDE WOODS, A SUBDIVISION FORMERLY KNOWN AS GAS LIGHT SQUARE, AS RECORDED IN PLAT BOOK 104, PAGE 18 OF SAID RECORDER'S OFFICE, NORTH 01 DEGREES 08 MINUTES 11 SECONDS EAST, A DISTANCE OF 831.21 FEET TO THE NORTH LINE OF SAID SPOEDE WOODS;

THENCE ALONG SAID NORTH LINE, NORTH 88 DEGREES 51 MINUTES 14 SECONDS WEST, A DISTANCE OF 826.36 FEET TO THE EAST LINE OF MISSION HILLS, A SUBDIVISION AS RECORDED IN PLAT BOOK 59, PAGE 36 OF SAID RECORDER'S OFFICE;

THENCE ALONG SAID EAST LINE AND THE EAST LINE OF RAMBLEWOOD, A SUBDIVISION AS RECORDED IN PLAT BOOK 59, PAGE 58 AND THE EAST LINE OF LAND NOW OR FORMERLY OF MDC COAST 22 LLC, AS RECORDED BY DEED IN BOOK 25302, PAGE 4186, ALL OF SAID RECORDER'S OFFICE;

THENCE ALONG SAID EAST LINE, THE FOLLOWING COURSES AND DISTANCES: NORTH 01 DEGREES 12 MINUTES 15 SECONDS EAST, A DISTANCE OF 466.53 FEET; NORTH 88 DEGREES 57 MINUTES 33 SECONDS WEST, A DISTANCE OF 51.85 FEET AND NORTH 04 DEGREES 53 MINUTES 33 SECONDS WEST, A DISTANCE OF 682.38 FEET TO THE SOUTH RIGHT OF WAY LINE OF MISSOURI STATE HIGHWAY 340, A.K.A. OLIVE (VARIABLE WIDTH - PUBLIC RIGHT OF WAY) BOULEVARD;

THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, THE FOLLOWING COURSES AND DISTANCES: ALONG A NON- TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 11,358.19 FEET, WITH A CENTRAL ANGLE OF 00 DEGREES 49 MINUTES 02 SECONDS, WHICH CHORD BEARS SOUTH 89 DEGREES 27 MINUTES 38 SECONDS EAST, A CHORD DISTANCE OF 162.03 FEET, THROUGH AN ARC LENGTH OF 162.03 FEET; SOUTH 89 DEGREES 03 MINUTES 07 SECONDS EAST, A DISTANCE OF 427.12 FEET; NORTH 01 DEGREES 00 MINUTES 53 SECONDS EAST, A DISTANCE OF 20.00 FEET; SOUTH 89 DEGREES 03 MINUTES 07 SECONDS EAST, A DISTANCE OF 723.00 FEET AND SOUTH 86 DEGREES 13 MINUTES 52 SECONDS EAST, A DISTANCE OF 200.26 FEET TO THE SOUTHWEST RIGHT OF WAY TRANSITION BETWEEN STATE HIGHWAY 340 AND STATE HIGHWAY 67, A.K.A. LINDBERGH (VARIABLE WIDTH - PUBLIC RIGHT OF WAY) BOULEVARD;

THENCE ALONG SAID SOUTHWEST RIGHT OF WAY LINE, THE FOLLOWING COURSES AND DISTANCES: SOUTH 65 DEGREES 03 MINUTES 50 SECONDS EAST, A DISTANCE OF 328.98 FEET;

SOUTH 43 DEGREES 48 MINUTES 52 SECONDS EAST, A DISTANCE OF 413.64 FEET; SOUTH 32 DEGREES 46 MINUTES 12 SECONDS EAST, A DISTANCE OF 248.25 FEET AND SOUTH 11 DEGREES 42 MINUTES 30 SECONDS EAST, A DISTANCE OF 250.82 FEET TO THE WEST RIGHT OF WAY LINE OF THE AFOREMENTIONED LINDBERGH BOULEVARD;

THENCE ALONG SAID WEST RIGHT OF WAY LINE, THE FOLLOWING COURSES AND DISTANCES: SOUTH 01 DEGREES 00 MINUTES 47 SECONDS EAST, A DISTANCE OF 256.89 FEET; SOUTH 01 DEGREES 53 MINUTES 43 SECONDS WEST, A DISTANCE OF 105.09 FEET; NORTH 88 DEGREES 06 MINUTES 17 SECONDS WEST, A DISTANCE OF 10.00 FEET; SOUTH 01 DEGREES 53 MINUTES 43 SECONDS WEST, A DISTANCE OF 50.00 FEET; NORTH 88 DEGREES 06 MINUTES 17 SECONDS WEST, A DISTANCE OF 30.00 FEET; SOUTH 01 DEGREES 53 MINUTES 43 SECONDS WEST, A DISTANCE OF 50.00 FEET; SOUTH 88 DEGREES 06 MINUTES 17 SECONDS EAST, A DISTANCE OF 40.00 FEET; SOUTH 01 DEGREES 53 MINUTES 43 SECONDS WEST, A DISTANCE OF 300.00 FEET; SOUTH 88 DEGREES 06 MINUTES 17 SECONDS EAST, A DISTANCE OF 10.00 FEET AND SOUTH 01 DEGREES 53 MINUTES 43 SECONDS WEST, A DISTANCE OF 847.31 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 4,171,444 SQUARE FEET OR 95.763 ACRES IS BASED UPON AN ACTUAL URBAN CLASS BOUNDARY SURVEY DONE IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS, SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS, CONDITIONS OF RECORD AND NOT OF RECORD, IF ANY.

**ATTACHMENT B
ON RECONSIDERATION 11-13-2023**

All provisions of the City of Creve Coeur, MO City Code shall apply to this Planned Mixed-Use Development (PMD) District (subject to the terms thereof) except as specifically modified herein.

I SPECIFIC CRITERIA

A. PERMITTED USES

Permitted Uses within the PMD shall be as shown on Table A at the end of this Attachment B. The permitted uses are further broken down by the following sub-district categories which have been identified on the approved Site Concept Plan and further defined below in this Attachment B.

1. Sub-District Category A – Main Street Development (Lots 2, 4, 5, 6, 7, 11, 12)
2. Sub-District Category B – Mixed-Used Development (Lots 1, 3, 8, 9, 13, 14, 15)
3. Sub-District Category C – General Office Development (Lots 10 and 17)
4. Sub-District Category D – Residential Development (Lot 16)

B. SUB-DISTRICT CATEGORY STANDARDS

Within the PMD, four (4) sub-districts categories have been identified to provide varying levels of regulations. The location of each sub-district shall be as shown on the approved Site Concept Plan and have each been further defined below.

1. CATEGORY A – “Main Street” Development Pattern Building placement:
 - Building volume: Buildings may be constructed not to exceed (8) stories or (100) feet measured from the primary sidewalk entrance level. Additional lower levels accessed from the side or rear are permitted. The southern portion of the parking garage on Lot 4 shall not exceed 81 feet in height.
 - Building floor heights: Sidewalk commercial level shall be 12-30 feet, upper-level office or residential shall be 9-30 feet.
 - Projecting façade elements: Awnings, canopies, balconies, colonnades are permitted.
 - Bay windows permitted on upper stories.
 - Parking: Shall not be permitted as a primary use. Structured, public surface, or on-street parking permitted. Private off-street surface parking prohibited.
2. CATEGORY B – Mixed Use Development Pattern Building placement:
 - Building volume: Buildings may be constructed not to exceed (5) stories or (60) feet measured from the primary sidewalk entrance level, except for Lot 1, as identified on the Site Concept Plan, the height of the buildings cannot exceed (3) stories or (45) feet, and the height of the parking structure on Lot 1 cannot exceed the height of the adjacent buildings on Lot 1. Additional lower levels accessed from the side or rear are permitted.
 - Building floor heights: First floor level shall be 12-30 feet; upper levels shall be 9-30 feet.

- Projecting façade elements: Awnings, canopies, balconies, colonnades, porte-cocheres are permitted.
 - Bay windows permitted on upper stories.
 - Parking: Structured, public surface, on-street parking, private off-street parking permitted.
3. CATEGORY C – General Office Development Pattern Building Placement:
- Building Volume: Buildings may be constructed not to exceed (4) stories or (70) feet measured from the primary building entrance, except for Lots 10 and 17, as identified on the Site Concept Plan, the height of buildings cannot exceed (3) stories or (45) feet, except that the building on Lot 10 shall not exceed (4) stories or 60 feet in height and shall not exceed 150,000 square feet of floor area. Additional lower levels accessed from the side or rear are permitted.
 - Building Floor Heights: All floor levels shall be 12-30 feet.
 - Projecting Façade Elements: Awnings, canopies, balconies, colonnades, porte-cocheres are permitted.
 - Outdoor Space: Outdoor amenity space such as patios or plazas serving building occupants are permitted.
 - Parking: Structured, public surface, on-street parking, private off-street parking permitted.
4. CATEGORY D – Residential Development Pattern Building placement:
- Building Volume: Attached single-family dwellings may be constructed not to exceed 3 stories or (40) feet in height; detached single family dwellings may be constructed not to exceed 2 ½ stories or (35) feet in height.

C. DIMENSIONAL REGULATIONS

1. Maximum Site Coverage.
 - a. Maximum site coverage shall be determined globally for the entire PMD District and shall not be calculated on an individual site/lot or sub-district basis. The total acreage used to define this calculation shall be the total PMD area, less any areas to be dedicated as public ROW or privately maintained streets, and shall be calculated as Site Coverage is defined in Section 405.120 of the City Code.
 - b. Maximum site coverage for the entire PMD District shall not exceed 60%.
2. Maximum Floor Area Ratio (FAR).
 - a. Floor Area Ratio shall be defined as the gross leasable floor area of all commercial buildings and all multifamily dwellings, and the dwelling unit floor area of all other residential buildings on any lot divided by the land area of such lots. Parking garages shall not be included in the Floor Area Ratio calculation.
 - b. Maximum floor area ratio shall be determined globally for the entire PMD District and shall not be calculated on an individual site/lot or sub-district basis. The total acreage

used to define this calculation shall be the total PMD area less any land that has been dedicated for use as public ROW.

- c. The Maximum Floor Area Ratio for the entire PMD District shall not exceed 0.70.

3. Lot Size Requirements:

- a. Minimum Lot Area. The permitted use of any given site or lot shall be determined by the size of the site or lot under single ownership or other common legal control as prescribed in Section 405.370(B).
- b. CATEGORY A – “Main Street” Sub-district:
 - 1. Minimum Lot Area. One-half (1/2) acre.
 - 2. Minimum Lot Width. One Hundred (100) feet.
 - 3. Minimum Lot Depth. One Hundred (100) feet.
- c. CATEGORY B – Mixed Use Sub-district:
 - 1. Minimum Lot Area. One-half (1/2) acre.
 - 2. Minimum Lot Width. Seventy-Five (75) feet.
 - 3. Minimum Lot Depth. One Hundred Fifty (150) feet.
- d. CATEGORY C – General Office Sub-district:
 - 1. Minimum Lot Size. One-half (1/2) acre.
 - 2. Minimum Lot Width. Seventy-Five (75) feet.
 - 3. Minimum Lot Depth. One Hundred Fifty (150) feet.
- e. CATEGORY D – Residential Sub-district:
 - 1. Minimum Lot Size. Eight hundred (800) square feet per lot.
 - 2. Minimum Lot Width. Fifteen (15) feet.
 - 3. Minimum Lot Depth. Forty (40) feet.

D. BULK REGULATIONS

1. Setback and Building Line Requirements within the Development (Internal):

- a. CATEGORY A – “Main Street” Sub-district:
 - 1. Minimum Front Yard. Zero (0) feet.
 - 2. Minimum Side Yard. Zero (0) feet.
 - 3. Minimum Rear Yard. Zero (0) feet.
 - 4. Buffer Yard. Not applicable internally.
- b. CATEGORY B – Mixed Use Sub-district:
 - 1. Minimum Front Yard. Zero (0) feet.
 - 2. Minimum Side Yard. Zero (0) feet.
 - 3. Minimum Rear Yard. Zero (0) feet.
 - 4. Buffer Yard. Not applicable internally.
- c. CATEGORY C – General Office Sub-district:
 - 1. Minimum Front Yard. Zero (0) feet.

2. Minimum Side Yard. Zero (0) feet.
 3. Minimum Rear Yard. Zero (0) feet.
 4. Minimum Distance Between Buildings or Unit Clusters. Zero (0) feet.
 5. Buffer Yard. Not applicable internally.
- d. CATEGORY D – Residential Sub-district:
1. Minimum Front Yard. Five (5) feet.
 2. Minimum Side Yard. None or seven and a Half (7.5) feet.
 3. Minimum Rear Yard. Five (5) feet.
 4. Minimum Distance Between Buildings or Unit Clusters. Fifteen (15) feet.
 5. Buffer Yard. Not applicable internally.
2. Buffer, Setback and Building Line Requirements to Adjacent Zoning Parcels (External to the PMD District):
- a. Any tract of land site abutting or adjoining a commercial development shall not require a buffer yard. Any tract of land site abutting or adjoining a single-family residential development shall only be required to meet the following requirements below:
- i. Provide a fifty (50) foot buffer yard on all sides of the PMD development that abut a single-family development. Provide a twenty (20) foot greenspace on the development side of retaining wall along the southern end of Lots 10 and 17 with evergreen screening at the top of retaining wall. Where greenspace is at the bottom of the retaining wall, deciduous trees shall be planted in this area in addition to the evergreen trees. The buffer yard shall otherwise be as defined in amended Section 405.390 of the City of Creve Coeur's zoning ordinance.
 - ii. No new commercial building may be located closer than twenty-five (25) feet to any required buffer yard.
- b. Setback and Building Line Requirements along Right-of-Ways:
- i. In every instance, the first ten (10) feet of the front yard setback measured from the right-of-way shall be provided with and maintained with sidewalks and/or landscaping including, but not limited to, deciduous street trees at regular intervals as shown on the concept plan.
 - ii. No building or structure shall be closer than ten (10) feet when abutting a non-residential zoned property.
 - iii. No maximum building line setback shall be enforced.
- c. Other CATEGORY D Regulations:
1. Maximum number of units per acre. Twenty (20).
 2. Minimum dwelling unit floor area. Seven hundred fifty (750) square feet/unit.
 3. Garages. No district restrictions will be required on garage facing, recessing, architectural details, or street facing frontage.

E. PARKING AND LOADING REQUIREMENTS

1. Parking Requirements:

- a. Required parking for this entire PMD District shall be determined globally for the entire District and shall not be calculated on an individual site/lot or sub-district basis; and shall be calculated as follows:
 - i. Required parking shall be calculated cumulatively per phase of development (as designated on the approved Phase Plan) based upon the sum of the square footage of individual land uses at the rate required by the City of Creve Coeur Code, less a fifteen percent (15%) reduction in the total number of spaces. Parking within the Residential Development District (CATEGORY D) shall not be provided with a fifteen percent (15%) reduction in the total number of spaces and shall adhere to the rate required by the City of Creve Coeur Code.
 - ii. Required parking shall be allowed on surface parking lots, parking garages, and on-street locations.
 - iii. No off-street surface parking locations will be allowed in any buffer yard or within the 10' yard setback along Right-of-Ways. Off-street surface parking locations shall be allowed in all other yards or setbacks within the development.
 - iv. Joint Parking Facilities. In the case of mixed-use buildings, the parking spaces required shall be computed separately for each use except as provided in Sections 405.800(G)(3-4) and 405.820(H)(6)(b).
 - v. On-street parking shall be allowed as approved by the City's Traffic Engineer and said parking shall count towards the required PMD parking noted in (i) above.
 - vi. No individual lot Site Development Plan shall be approved which will result in parking provided at less than the amount set forth in prior paragraphs.

2. Loading Requirements:

a. Purpose And Intent:

- i. It is the developers' intent to provide sufficient off-street loading areas and to ensure that such areas are located in a convenient location to the extent feasible. Loading areas shall be provided for trash collection as well as general deliveries.
- ii. The developer also acknowledges that the complexity of the proposed development will require flexibility in providing loading spaces and zones. The developer shall work with the City to find a balance of meeting the needs of the tenants and lot owners while respecting the safety and aesthetics of the traveling public. This may include actions such as restricting on-street parking during off-peak hours to allow for loading zones within on-street parking spaces to occur during early morning or late evening

hours. The developer shall work with the City to provide loading spaces and zones to meet the needs of the development.

- iii. Loading areas utilized for the location of trash collection or compaction areas may coincide with the required building loading space.

b. Dimensions of Spaces:

- i. Loading spaces, where designated, shall have a minimum dimension of twelve (12) feet width by thirty-five (35) feet length with a vertical clearance of at least fourteen (14) feet as shown on the approved individual lot Site Development Plan. In addition, some uses may require loading zones of larger dimension to accommodate larger tractor-trailers. These zones shall be at least sixty (60) feet in length, as shown on the approved individual lot Site Development Plan.

c. Schedule of Off-Street Loading Spaces:

- i. Loading spaces and zones shall take a shared approach within Category A – Main Street, Category B – Mixed-Use, and Category C – General Commercial sub-districts. The required spaces and zones for each individual use will be determined based upon the sections below with the quantity to be provided for each lot based upon the minimum required for the highest individual use (not cumulative).

1. A combination of dedicated loading spaces and shared loading spaces / zones may be used by restricting on street parking during off peak hours to allow for loading spaces or zones within the on-street parking space areas to occur during early morning or late evening hours.

2. The required loading spaces shall be calculated based upon the maximum required uses as follows:

a. CATEGORIES A, B & C:

- i. Residential & Transient Residential (Hotels, etc.) Uses. Any building containing more than fifty (50) apartment dwelling / room units shall provide one (1) loading space for each two hundred (200) units or fraction thereof.
- ii. Office Uses. One (1) loading space shall be provided for each such use having greater than 6,000 square feet of gross floor space.
- iii. Non-Residential or Non-Office Uses. The required loading spaces and/or zones shall be calculated upon the following table:

Floor Area (square foot)	Number of Spaces	Number of Zones
0 – 3,000	0	0
3,000 – 24,999	1	0
25,000 – 49,999	0	1
50,000 – 150,000	1	1
Each additional 150,000	1 additional	1 additional

b. CATEGORY D – Residential Sub-district: No loading spaces or zones shall be required within this sub-district.

3. The loading spaces required for Lots 8, 14 & 15 shall be shared. The existing underground tunnel network between the existing buildings to remain will provide access from each building to the existing loading docks on Lot 14. Additional loading spaces & zones may be provided to meet the requirements above on any of the 3 lots and will be shared and accessible from the existing tunnel system.

4. The loading spaces and zones shall be provided based upon the approved Site Development Plan for each individual lot.

F. LANDSCAPE AND TREE REQUIREMENTS

1. The developer shall adhere to the Resource Protection Standards (Article V) of the City of Creve Coeur Code with the following exceptions:

a. Landscaping along Main Street within the City of St. Louis water main easement shall require City of St. Louis Water Department approval.

b. All parking and/or loading spaces adjoining interior public rights-of-way shall be screened based on-site conditions.

c. In addition to any landscaped front, back or side yard areas required by this or any other Section of the City of Creve Coeur code, a minimum of ten (10) square feet of interior landscaped area shall be provided within the parking lot for each five hundred (500) square feet of paved area within any surface parking lot including parking spaces and driving aisles. The landscaping shall be in one (1) or more areas so as to minimize and reduce the apparent size of parking areas. On-street parking provided within the development shall be exempt from this requirement. Existing surface parking lots to be repurposed as part of this development shall also be exempt from this requirement, even if maintenance is to be considered for said existing lots to remain.

d. Landscape plans for each parcel shall be coordinated and consistent with a Landscape Concept Plan for the applicable Category of this ordinance. These plans should enhance the pedestrian experience, complement architectural features, provide shade, and screen utility areas.

- e. All medians greater than 4' in width (3' of plant-able space) within the development are required to be landscaped and irrigated and will be maintained by the developer.
 - f. All existing surface parking lots to remain on Lots 9, 13, & 15 shall not be required to meet Article V of the City of Creve Coeur Code. Existing surface parking lots to remain on Lot 13 shall be required to provide additional landscaping where appropriate during the Site Development Plan for that lot.
 - g. In order to present a healthy, neat and orderly appearance, all landscaped areas within the Main Street sub-district category, as well as Lots 1 and 3 of the Mixed-Use sub-district categories, the "Village Green" as identified on the Site Concept Plan (with the exception of back of house and service areas), and Lots 10 and 17 within the General Office sub-district category shall be provided with an installed, operated and maintained underground irrigation system. All other landscaped areas outside of these areas shall be landscaped with plant materials adapted to the region and not requiring irrigation to thrive unless proposed plant selections deem irrigation necessary.
 - h. All landscaped areas in parking areas or adjacent to parking areas or loading areas, or that can be encroached upon by a motor vehicle, shall be provided with adequate, vehicular deterrent (such as curb, bollard, wheel stop, or other design alternative to be approved by the Director of Public Works) to restrict the destruction of the landscape areas by vehicles.
2. The following tree conservation standards apply throughout the PMD District:
- a. Any removal of individual trees 6-inches in diameter at breast height (DBH) or larger or any removal of tree masses as identified on the approved Tree Preservation Plan of the Site Concept Plan that exceeds 50 percent removal shall require replacement within the PMD District. When replacement is required, the following standards shall apply:
 - i. Removed trees 6-inches at DBH or greater shall be replaced on the basis of a one-to-one ratio (1:1). All trees that are over 20-inches at DBH shall be replaced on the basis of a two-to-one ratio (2:1). All replacement trees shall be a minimum of two and one-half (2.5) caliper inches at time of planting. Such trees shall be of a species contained in the City's list of recommended trees and shall be in addition to any trees classified as street trees.
 - ii. The removal of any trees that are hazardous, in poor condition, dead, diseased or considered invasive by the Missouri Department of Conservation as determined by a licensed landscape architect, architect, engineer or International Society of Arboriculture (ISA) certified arborist or other evidence as deemed credible by the City, is not subject to these requirements.

G. SIGN REQUIREMENTS

- 1. Signs shall be permitted in accordance with a comprehensive plan of signage subject to the recommendation of the Planning and Zoning Commission and approval of the City Council in accordance with Section 405.955 of the Creve Coeur Sign Regulations. The comprehensive plan for signage shall show the location, size, height, extent and design of all proposed signs.

H. LIGHT REQUIREMENTS

1. Provide a lighting plan in accordance with the City of Creve Coeur Code for each phase of the PMD District as a component of the Site Development Plan submission.
2. All lighting proposed on lots within the development that are immediately adjacent to existing single family residential zoning districts (currently shown on the Site Concept Plan as Lots 10 & 17) shall provide occupancy sensors and full cut-off/shielded fixtures. The maximum light pole height within any surface or structured parking lots adjacent to existing single-family districts is 16-feet.
3. Individual Lighting Plans, including fixture types, shall be consistent with a Lighting Fixture Plan for the applicable category in this ordinance. The proposed Lighting Fixture Plan must provide for consistent and complementary fixture designs and styles throughout the PMD District.

I. ARCHITECTURAL REQUIREMENTS

1. For individual lot developments only, the developer shall submit a design package including, but not limited to, architectural elevations, colored renderings and building materials. The proposed package shall give consideration to creating a visually appealing development pattern consistent with the intent and purpose of this PMD District. Architectural information is to be reviewed and approved by the Planning and Zoning Commission.
2. Building facades should be articulated by using color, arrangement or change in materials to emphasize the façade elements. The planes of the exterior walls may be varied in height, depth or direction. Extremely long facades shall be designed with sufficient building articulation and landscaping to avoid a monotonous or overpowering appearance.
3. Building finish material types in Olia Village shall be generally specified as any combination of white, off-white, light grey, wood grain, or light beige. Accents are acceptable as dark grey, black, or dark bronze. Red, orange, or yellow brick or other bold color finish materials are prohibited. Masonry and glass are preferred. Metal, cementitious siding, and EFIS should not be used as the primary material on the building.
4. Trash enclosures: The location, material, and elevation of any trash enclosure will be as approved on the Site Development Plan. Trash receptacles shall be located indoors or be enclosed with an eight (8) foot high sight-proof enclosure with materials that match the adjacent structures and complemented by adequate landscaping as approved on the individual lot-specific landscape plans.
5. Mechanical equipment placed on the ground shall be adequately screened with six (6) foot high sight proof enclosures or to a height equal to the height of the equipment (whichever is greater).
6. Rooftop mechanical equipment shall be screened on roofs with architecturally designed, fully enclosed screening materials that complement the building design at a height equal to or greater than the height of the equipment.

7. Flat roof surfaces below 5 stories shall incorporate ballast, green roof, artificial turf, or medium tone colored membrane to reduce daytime glare for upper-level tenants in adjacent buildings.

J. ACCESS/ACCESS MANAGEMENT

1. Street and drives related to this development shall be designed and located as directed by the Department of Public Works.
2. The location of public streets within the PMD District shall be determined by the Site Concept Plan.
3. The location of lot access points shall be determined by individual lot-specific Site Development Plans within the PMD District.
4. Access to the development from external roadways shall be as shown on the Site Concept Plan and as directed by the City of Creve Coeur, the Missouri Department of Transportation, and St. Louis County Department of Transportation, as applicable.
5. Adequate sight distance shall be provided. If adequate sight distance cannot be provided at the access location(s), acquisition of right-of-way, reconstruction of pavement and other off-site improvements may be required to provide the required sight distance as required by the City of Creve Coeur and the agency in control of the right of way off which the access is proposed.
6. Driveway access to internal streets shall comply with City Code.
7. No construction-related parking shall be permitted within right-of-way or on an existing roadway. All construction related to parking shall be confined to the development's boundary.
8. Any improvements within the Missouri Department of Transportation (MoDOT) right-of-way will require a permit from MoDOT. The entrance geometries and drainage design shall be in accordance with MoDOT standards.
9. Any request to install a gate in this development must be approved by the City of Creve Coeur and the agency in control of the right-of-way off of which the entrance is constructed. No gate installation will be permitted on public right-of-way.
 - a. If a gate is allowed to be installed on a street in the development, the street(s) within the development or that portion of the development that is gated shall be private.

K. PUBLIC/PRIVATE ROAD IMPROVEMENTS, INCLUDING PEDESTRIAN CIRCULATION

1. Approvals are to be obtained from the City of Creve Coeur Department of Public Works and/or the Missouri Department of Transportation as applicable.

2. The National Association of City Transportation Officials (NACTO) has an Urban Street Design Guide. All intersections of Olia Village shall conform to the principles of the NACTO Urban Street Design Guide.
3. Internal streets and sidewalks shall be private unless an agreement is reached and executed between the City of Creve Coeur and Olia Village whereby the City of Creve Coeur accepts the internal streets and/or sidewalks as public. All public streets shall be designed to meet the City of Creve Coeur's Code for the Development of Streets (Section 410.240), unless otherwise described herein.
4. Provide sidewalks, conforming to Americans with Disabilities Act (ADA) standards, along all frontages of the site and along internal roadways as shown on the Site Concept Plan. The sidewalk shall provide for future connectivity to adjacent developments and/or roadway projects. The sidewalk may be located within right-of-way controlled by another agency, if permitted by that agency, or on private property within a sidewalk, maintenance, and utility easement dedicated to the City Creve Coeur for public use.
5. Pedestrian crossings for Olive Boulevard shall be provided as required by MoDOT.
6. Mid-block crossings internal to the PMD District shall be provided as shown on the approved Site Concept Plan, or as otherwise approved by the City's Traffic Engineer.
7. Obtain approvals from the City of Creve Coeur and Missouri Department of Transportation, as necessary, for locations of proposed curb cuts and access points, areas of new dedication, and roadway improvements.
8. Additional right-of-way and road improvements shall be provided, as required by the City of Creve Coeur and/or the Missouri Department of Transportation.
9. Provide a minimum 8-foot-wide shared use path for public use which connects to the existing sidewalk in right-of-way along the south side of Olive Boulevard.
 - a. The location of the shared use path within the PMD District shall be as shown in the approved Site Concept Plan.
10. Pedestrian circulation to be as shown on the approved Site Concept Plan.
11. Public Street Design Standards:

a. Minimum Right-Of-Way	26'
b. Maximum Grade at Centerline	10%
c. Minimum Grade at Centerline	1.0% Concrete
d. Minimum Pavement Width (Back-to-Back of Curb)	26'
e. Minimum Site Distance at Crest of Curve	150'
f. Minimum Horizontal Radius	150'

- | | | |
|----|--|--|
| | of Centerline | |
| g. | Minimum Horizontal Tangent Distance Between Reverse Curves | None |
| h. | Sidewalks | As shown on approved Site Concept Plan |
| i. | Curb & Gutter | Vertical Or Lip (Rolled) Concrete |

12. Public Street Pavement Standards:

- a. Concrete = minimum 8 inches on 4-inch compacted crushed limestone (typ. 1" minus rock)

13. Private Street Design Standards:

- | | | |
|----|--|--|
| a. | Minimum Right-Of-Way | N/A |
| b. | Maximum Grade at Centerline | 10% |
| c. | Minimum Grade at Centerline | 1.0% Asphalt / 1.0% Concrete |
| d. | Minimum Pavement Width (Back-to-Back of Curb) | 24' |
| e. | Minimum Site Distance at Crest of Curve | 150' |
| f. | Minimum Horizontal Radius of Centerline | 150' |
| g. | Minimum Horizontal Tangent Distance Between Reverse Curves | None |
| h. | Sidewalks | As shown on approved Site Concept Plan |
| i. | Curb & Gutter | Vertical or Lip (Rolled) Concrete |

14. Private Street Pavement Standards:

- a. Asphalt or Concrete. Pavement sections to be determined based upon recommendations from Geotechnical Report prepared for this development.

L. TRAFFIC IMPACT STUDY

1. External Roadway Network:

- a. The developer shall provide a traffic impact study as directed by the City of Creve Coeur & the Missouri Department of Transportation for impacts to the existing adjacent public roadway network. The scope of the study shall include external circulation and may be limited to specific impacts, such as the need for additional lanes, entrance configuration, geometries, sight distance, traffic signal modifications or other improvements required, as long as the density of the proposed development remains consistent with the Site Concept Plan. The proposed trip generations included as part of this study shall be used as a baseline for the overall development of the PMD District and shall not be reviewed or required to be adhered to for each individual lot development. Should the actual trip generations for the entire PMD District increase by more than 10% from the density assumed in the traffic impact study approved by MoDOT within five (5) years of the initial

approved Site Concept Plan, an updated traffic study may be required by the City of Creve Coeur.

2. Internal Roadway Network:

- a. Both the City and the developer acknowledge that this development will include a built environment that is meant to encourage pedestrian activity and improve pedestrian mobility. This approach will include intentional roadway & sidewalk design geometries to be established to promote pedestrian access over vehicular where possible, while respecting the safety of both pedestrians and vehicles as well as emergency personnel. This will include a design which considers how people interact with the space to increase access for all community members, including ADA compliancy. As such, a comprehensive traffic impact study including traffic counts, trip generations, signal warrants, accessory warrants, etc. for the internal roadway network will not be required. Approval will be required by the City's Traffic Engineer, which may include more detailed analysis of isolated locations.

M. MISCELLANEOUS

1. Kiosks are allowed in the PMD District provided they do not impede pedestrian traffic on the sidewalk and meet ADA accessibility requirements. Kiosks can be an arrangement of mobile units, fixed units, or a mixture of both joined together to form a structure not to exceed 100 sq. feet. Uses within the kiosk will be the approved uses in this Attachment A. Locations and numbers of kiosks shall be as approved on the Site Concept Plan for the PMD District.
2. Loading docks, overhead doors and service entries will be permitted only on the side or rear of a tenant space. Deliveries shall be made on the side or rear of a tenant space with the exception of designated street delivery and loading areas as approved on the Site Concept Plan.
3. The height of retaining walls required for the development shall conform to the approved Site Concept Plan or Site Development Plan corresponding with each phase, as appropriate.
4. Stream Buffer Protection Ordinance Requirements:
 - a. Stream bank shall be defined as the "ordinary high-water mark" as defined by the US Army Corps of Engineers.
 - b. Existing impervious encroachments into existing Stream Buffer Protection setbacks from any existing stream shall not be required to meet the Stream Buffer Protection Regulations in Chapter 430 of the City of Creve Coeur code regardless of whether improvements are proposed to be made to said existing impervious areas. No further impervious encroachment into existing Stream Buffer setbacks will be allowed.
5. The addition of Electric Vehicle (EV) charging stations will be provided where appropriate as determined during the Site Development Plan stage for individual lots.

6. Internal bus stops shall not be required within the development. The existing bus stop along the south side of Olive Boulevard, west of Pavilion shall be upgraded to include an architectural bus shelter meeting the following minimum criteria as acceptable to MoDOT & Metro:

- N. Pre-finished or painted steel 6' x 13' bus shelter with wind screen side, rear panels and shed roof. Shelter accessories to include a coordinating bench and waste receptacle. New 7' x 14' slab to match adjacent sidewalk finish and provide flush connection. The final bus stop shelter design will follow the Site Development Plan approval process.

O. PUBLIC ART REQUIREMENTS

1. A separate public art package shall be required and follow the City of Creve Coeur review processes for public art which include review and recommendation by the City's Arts Committee to the Planning and Zoning Commission with City Council approval of public art agreements for public access easements and owner maintenance.



Jason Jaggi <jjaggi@crevecoeurmo.gov>

Written Concerns for January 8th Meeting

1 message

Rachel Protzel <rachelprotzel@gmail.com>

Thu, Jan 2, 2025 at 3:19 PM

To: Jason Jaggi <jjaggi@crevecoeurmo.gov>

Cc: Mark Manlin <mmanlin@crevecoeurmo.gov>, Donna Spence <dspence@crevecoeurmo.gov>

Please include the following comments for the committee to consider prior to the January 8th meeting. Thank you!

I would like to express that we, neighboring residents on Spoede Woods, are deeply concerned that the plans are being revised and what is being executed now is not what was agreed upon during previous hearings. Far more trees are getting removed and they are much closer to our property lines than originally promised. Another major concern is the complete lack of communication. We have asked for information and timelines and have received nothing, nor have we been given any notice when they are working directly behind our fences. Thus far, we have endured excessive dust and light pollution, constant noise as well as mud and flooding on our properties on account of their failure to take proper precautionary measures. Now it seems they are needing to remove even more trees because they failed to adequately test the soil from the beginning. We understand that this plan is moving forward regardless and all we are asking for is to be treated respectfully as neighbors and to be given better communication and more adequate buffering along our borders. We would like evergreens of substantial height and density planted in the areas that have been cleared in front of the proposed wall (in addition to on top of it as originally planned) to provide us at least some of the privacy we once enjoyed.

Thank you,
Rachel Protzel
Spoede Woods Trustee

RESOLUTION NO. 1767

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AUTHORIZING THE EXECUTION OF A CONTRACT WITH RAINERI CONSTRUCTION FOR THE LINDBERGH/OLD OLIVE IMPROVEMENT PROJECT FOR THE AMOUNT OF \$2,058,191.78.

WHEREAS, the City of Creve Coeur strives to provide a safe and reliable pavement network for the use of the public; and

WHEREAS, the City has been awarded federal Surface Transportation Program (STP) and Missouri Cost-Share grants to assist with the cost to partially reconstruct and install new traffic signals at the Lindbergh Boulevard and Old Olive Street Road intersection (the "Project"); and

WHEREAS, the Project was competitively bid per the requirements outlined in the City of Creve Coeur Code of Ordinances; and

WHEREAS, Raineri Construction submitted the lowest and best bid for the Project and has a reputation for providing quality pavement improvement services; and

WHEREAS, the Missouri Department of Transportation (MoDOT), the administrator for local STP grants, has reviewed the project plans, specifications, and bids, and has issued its concurrence in award of the construction contract for the Project to Raineri Construction.

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

Section 1. The Contract between Raineri Construction and the City of Creve Coeur, attached hereto as "Exhibit A," with a not-to-exceed **contract sum of \$2,058,191.78**, is hereby approved and the City Administrator is hereby authorized and directed to enter into and execute that Contract. The Contract as executed shall be in substantially the form of "Exhibit A," with such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Resolution. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient, or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the Contract.

ADOPTED THIS 13TH DAY OF JANUARY, 2025.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE
CITY CLERK

EXHIBIT A**CITY-CONTRACTOR AGREEMENT**

THIS AGREEMENT, made and entered into by and between the City of Creve Coeur, Missouri (hereinafter referred to as the “City”), and **Raineri Construction** of **1300 Hampton Avenue, Suite 1300, St. Louis, MO 63139** (hereinafter referred to as the “Contractor”) for the project identified as the **Lindbergh/Old Olive Improvement Project STP-5526(649)** (hereinafter referred to as the “Project” or the “Work”).

WITNESSETH:

That for and in consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, it is agreed between the parties as follows, to wit:

The Contractor at its own expense hereby agrees to do or furnish all labor, materials, and equipment called for in the proposal for the Project and agrees to perform all the work required by the contract as shown on the plans and as detailed in the specifications. The “Notice to Contractor,” “Construction Plans,” “Proposal,” “Job Special Provisions,” “General Contract Provisions,” “Performance-Payment Bond,” “Acknowledgement,” “Notice to Proceed,” Contractor’s Schedule, and all change orders are made a part hereof as if attached to this Agreement or fully repeated herein.

It is understood and agreed that, except as may be otherwise provided for by the “Job Special Provisions,” “General Provisions,” “Construction Plans,” and “Supplemental Specifications,” included in the Proposal, the Work shall be done in accordance with the most current editions of the St. Louis County “Standard Specifications for Road and Bridge Construction,” “Missouri Specifications for Highway Construction,” and “Missouri Standard Plans for Highway Construction,” where specified – including all revisions to these documents, which are part and parcel of this Agreement, and are incorporated in this Agreement as fully and effectively as if set forth in detail herein.

The Contractor further agrees that it is fully informed regarding all of the conditions affecting the Work to be done, and labor and materials to be furnished for the completion of this Agreement, and that its information was secured by personal investigation and research, and not from any estimates by the City or its agents; and that the Contractor will make no claim against the City by reason of estimates, tests, or representation of any officer, agent, or employee of the City.

The said Contractor agrees further to begin work not later than the authorization date in the Notice to Proceed and to complete the Work within the time specified in the Proposal or such additional time as may be allowed by the City under the Agreement.

The Work shall be done to complete satisfaction of the Engineer of the City and, in case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the Work, shall also be subject to inspection and approval at all times by the proper agent or agents of such government agencies.

The parties hereto agree that this Agreement in all things shall be governed by the laws of the State of Missouri.

The Contractor agrees that it will comply with all federal and state laws and regulations and local ordinances and that it will comply with and cause each of its subcontractors, if any, to comply with all federal and state laws and federal regulations and directives pertaining to nondiscrimination against any person on the ground of race, color, religion, creed, sex, sexual orientation, gender, gender identity, disability, familial status, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment therefore, in accordance with the special provisions on that subject attached hereto,

incorporated in and made a part of the contract.

The Contractor expressly warrants that it has employed no third person to solicit or obtain this contract on its behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that it has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by it hereunder, and that it has not, in estimating the contract price demanded by it, included any sum by reason of any such brokerage, commission, or percentage, and that all moneys payable to it hereunder are free from obligation to other entities for services rendered, or supposed to have been rendered, in the procurement of this contract. Contractor further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and the Owner may retain to its own use from any sums due or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

Under penalty of perjury under the laws of the United States and/or false declaration under the laws of Missouri, and any other applicable state or federal laws, the Contractor Signatory certifies that the Contractor and its officials, agents, and employees have neither directly nor indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this contract, and that the Contractor intends to do the Work with its own bonafide employees or subcontractors and did not bid for the benefit of another contractor.

The "Contract Sum" is hereby defined as the sum total of the products of the estimated quantity of each bid item in the Itemized Bid Form and the unit price bid by the Contractor in the Itemized Bid Form for that item. Therefore, the Contract Sum represents a reasonable estimate of the anticipated final contract value at the time of the execution of this Agreement. Both the Contractor and the City acknowledge that the actual Work may require different item quantities than those that were included in the Itemized Bid Form and that the completed and accepted item quantities will be reconciled against the estimated quantities through a final change order upon the completion of the Work.

The Contract Sum for this Work shall be **Two Million, Fifty Eight Thousand, One Hundred Ninety One Dollars and Seventy Eight Cents (\$2,058,191.78)**. The Contract unit prices and Contract item quantities are listed in Table A of this Agreement. These unit prices and item quantities form the basis of the not-to-exceed Contract Sum, as described above and as illustrated in Table A of this Agreement. All payments for the Work shall be based upon the Contract unit costs listed in Table A.

Based upon Applications for Payment submitted by the Contractor on or before the twentieth day of the month for work completed by the Contractor and accepted by the City, in accordance with the Contract Documents, except as otherwise required by Section 34.057 RSMo., the City shall pay the Contractor as follows:

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

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

Item Number	Item	Unit	Contract Quantity	Contract Unit Price	Item Subtotal
2022010	REMOVAL OF IMPROVEMENTS	LS	1.0	\$ 200,000.00	\$ 200,000.00
2029901a*	ADJUST TO GRADE OF IMPROVEMENTS	LS	1.0	\$ 20,900.00	\$ 20,900.00
20299.01b*	RELOCATION OF IMPROVEMENTS	LS	1.0	\$ 46,508.00	\$ 46,508.00
2031000	CLASS A EXCAVATION	CY	933.9	\$ 45.00	\$ 42,025.50
2036000	COMPACTING EMBANKMENT	CY	490.0	\$ 14.00	\$ 6,860.00
3040504	TYPE 5 AGGREGATE FOR BASE (4 IN. THICK)	SY	4,475.0	\$ 10.00	\$ 44,750.00
4010150	TYPE A2 SHOULDER	SY	246.0	\$ 74.00	\$ 18,204.00
4011209	SP125CLP	TON	438.0	\$ 216.00	\$ 94,608.00
5021108	CONCRETE PAVEMENT (8 IN. NON-REINF)	SY	3,360.0	\$ 78.00	\$ 262,080.00
6061060	MGS GUARDRAIL	LF	28.0	\$ 108.00	\$ 3,024.00
6066610	END ANCHOR	EA	1.0	\$ 1,982.00	\$ 1,982.00
6071050	CHAIN-LINK FENCE (RETAINING WALLS)	LF	190.0	\$ 86.00	\$ 16,340.00
6081000	CONCRETE MEDIAN	SY	425.0	\$ 89.00	\$ 37,825.00
6083006	6 IN. CONCRETE MEDIAN STRIP	SY	162.0	\$ 102.00	\$ 16,524.00
6092012	INTEGRAL CURB (6 IN. HEIGHT AND UNDER) TYPE B	LF	2,231.0	\$ 27.00	\$ 60,237.00
6221002	COLDMILLING BITUMINOUS PAVEMENT FOR REMOVAL OF SURFACING (3IN. THICK OR LESS)	SY	1,972.0	\$ 12.00	\$ 23,664.00
6161005	CONSTRUCTION SIGNS	SF	352.5	\$ 10.00	\$ 3,525.00
6161008	ADVANCED WARNING RAIL SYSTEM	EA	16.0	\$ 49.00	\$ 784.00
6161009	FLAG ASSEMBLY	EA	6.0	\$ 27.00	\$ 162.00
6161010	RELOCATED SIGNS	SF	908.5	\$ 11.00	\$ 9,993.50
6161025	CHANNELIZER (TRIM LINE)	EA	116.0	\$ 26.00	\$ 3,016.00
6161030	TYPE III MOVEABLE BARRICADE	EA	9.0	\$ 216.00	\$ 1,944.00
6161033	DIRECTIONAL INDICATOR BARRICADE	EA	52.0	\$ 92.00	\$ 4,784.00
6161040	FLASHING ARROW PANEL	EA	5.0	\$ 1,944.00	\$ 9,720.00
61699.01b*	MAINTENANCE OF TRAFFIC CONTROL ITEMS	LS	1.0	\$ 3,218.00	\$ 3,218.00
6181000	MOBILIZATION	LS	1.0	\$ 158,000.00	\$ 158,000.00
6274000	CONTRACTOR FURNISHED SURVEYING AND STAKING	LS	1.0	\$ 8,397.00	\$ 8,397.00
7101010	EPOXY COATED TIE BARS (DRILLED AND INSTALLED)	LB	3,899.0	\$ 2.78	\$ 10,839.22
7034410	MEDIAN BARRIER CURB	LF	129.0	\$ 185.00	\$ 23,865.00
7039904a*	SEGMENTAL BLOCK RETAINING WALL	SF	602.4	\$ 46.00	\$ 27,710.40
7319902a	RELOCATE ADVANCED WARNING RAIL SYSTEM	EA	47.0	\$ 44.00	\$ 2,068.00
7319902b	RELOCATE FLAG ASSEMBLY	EA	21.0	\$ 20.00	\$ 420.00
7319902c	RELOCATE CHANNELIZER (TRIM LINE)	EA	412.0	\$ 7.70	\$ 3,172.40
7319902d	RELOCATE TYPE III MOVEABLE BARRICADE	EA	12.0	\$ 66.00	\$ 792.00
7319902e	RELOCATE DIRECTIONAL INDICATOR BARRICADE	EA	94.0	\$ 49.00	\$ 4,606.00
7319902f	RELOCATE FLASHING ARROW PANEL	EA	11.0	\$ 440.00	\$ 4,840.00
8031000a	TURF TYPE TALL FESCUE SODDING	SY	2,592.0	\$ 8.59	\$ 22,265.28
8049905a	AMENDED SOILS	SY	217.0	\$ 14.00	\$ 3,038.00
8061007a	CURB INLET CHECK	EA	17.0	\$ 135.00	\$ 2,295.00
8061019	SILT FENCE	LF	2,338.0	\$ 3.78	\$ 8,837.64
6081010	CONCRETE CURB RAMP	SY	309.0	\$ 234.00	\$ 72,306.00
6081012	TRUNCATED DOMES	SF	349.0	\$ 25.00	\$ 8,725.00
6086004	CONCRETE SIDEWALK, 4 IN.	SY	660.0	\$ 72.00	\$ 47,520.00
6200012	PREFORMED THERMOPLASTIC PAVEMENT MARKING, 12 IN. WHITE	LF	43.0	\$ 12.00	\$ 516.00
6200015	PREFORMED THERMOPLASTIC PAVEMENT MARKING, 24 IN. WHITE	LF	268.0	\$ 24.00	\$ 6,432.00
6200036	PREFORMED THERMOPLASTIC PAVEMENT MARKING, 30 IN. WHITE	EA	100.0	\$ 324.00	\$ 32,400.00
6200021a	PREFORMED THERMOPLASTIC PAVEMENT MARKING, LEFT ARROW	EA	9.0	\$ 346.00	\$ 3,114.00
6200021b	PREFORMED THERMOPLASTIC PAVEMENT MARKING, RIGHT ARROW	EA	5.0	\$ 345.00	\$ 1,725.00
6200024	PREFORMED THERMOPLASTIC PAVEMENT MARKING, COMBINATION STR/RT	EA	5.0	\$ 670.00	\$ 3,350.00

6200043	PREFORMED THERMOPLASTIC PAVEMENT MARKING, 12 IN. WHITE, YIELD LINE TRIANGLES	EA	5.0	\$ 49.00	\$ 245.00
6205901a	4 IN. YELLOW HIGH BUILD WATERBORNE PAVEMENT MARKING PAINT, TYPE L BEADS	LF	4,533.0	\$ 1.08	\$ 4,895.64
6205902a	6 IN. WHITE HIGH BUILD WATERBORNE PAVEMENT MARKING PAINT, TYPE L BEADS	LF	4,431.0	\$ 1.08	\$ 4,785.48
6205906a	12 IN. WHITE HIGH BUILD WATERBORNE PAVEMENT MARKING PAINT, TYPE L BEADS	LF	388.0	\$ 2.16	\$ 838.08
9031010	CONCRETE FOOTINGS, EMBEDDED	CY	1.8	\$ 1,700.00	\$ 3,060.00
9031220	PIPE POSTS	LB	1,262.4	\$ 21.60	\$ 27,267.84
9031241	BREAKAWAY ASSEMBLY (PERFORATED SQUARE STEEL TUBE)	EA	14.0	\$ 141.00	\$ 1,974.00
9031250A	U-CHANNEL POST, 3 LB	LF	165.0	\$ 28.00	\$ 4,620.00
9031270A	PERFORATED SQUARE STEEL TUBE POST, 2 IN., 12 GA.	LF	35.4	\$ 33.00	\$ 1,168.20
9035004A	SH-FLAT SHEET	SF	104.0	\$ 44.28	\$ 4,605.12
9039901a*	REMOVE SIGNS	EA	9.0	\$ 281.00	\$ 2,529.00
9039902a	RELOCATE SIGNS	EA	13.0	\$ 513.00	\$ 6,669.00
7259903a	8 IN. PVC PIPE	LF	39.0	\$ 132.00	\$ 5,148.00
7259903b	12 IN. REINFORCED CONCRETE PIPE (CLASS 3)	LF	319.0	\$ 144.00	\$ 45,936.00
7259903c	15 IN. REINFORCED CONCRETE PIPE (CLASS 3)	LF	447.0	\$ 150.00	\$ 67,050.00
2063000	CLASS 3 EXCAVATION	CY	546.0	\$ 84.00	\$ 45,864.00
7319903a	MSD PRECAST CONCRETE MANHOLE	LF	17.0	\$ 381.00	\$ 6,477.00
7319903b	MSD PRECAST CONCRETE CURB INLET	LF	16.0	\$ 473.00	\$ 7,568.00
7319903c	MSD PRECAST CONCRETE 2 GRATE INLET W/ SIDE INTAKE	LF	21.0	\$ 669.00	\$ 14,049.00
7319903d	HYDRODYNAMIC SEPARATOR	LF	12.0	\$ 1,796.00	\$ 21,552.00
9013003	CONDUIT, 3" RIGID, TRENCHED	LF	258.0	\$ 16.20	\$ 4,179.60
9014004	CONDUIT, 4" RIGID, PUSHED	LF	309.0	\$ 36.72	\$ 11,346.48
9016110	PULL BOX, PREFORMED CLASS 1	EA	4.0	\$ 1,605.00	\$ 6,420.00
9017008	CABLE, 8 AWG 1 CONDUCTOR	LF	1,780.0	\$ 1.78	\$ 3,168.40
9017110	POLE & BRACKET CABLE	LF	325.0	\$ 0.70	\$ 227.50
9017208	WIRE, 8 AWG BARE NEUTRAL	LF	890.0	\$ 1.78	\$ 1,584.20
9018230	POLE FOUNDATION, 30 FT	EA	4.0	\$ 1,725.00	\$ 6,900.00
9018613	120V POWER SUPPLY CABINET TYPE 240/120 SIGNAL & LTG W/UPS (MODOT)	EA	1.0	\$ 24,840.00	\$ 24,840.00
9019902	LIGHTING POLE, 30 FT, TOP MOUNT (POWDER COATED BLACK)	EA	5.0	\$ 3,140.00	\$ 15,700.00
9019902	LUMINAIRE, LED-A, TOP MOUNT (POWDER COATED BLACK)	EA	5.0	\$ 435.00	\$ 2,175.00
9019902	DRILL PULLBOX & ATG	EA	1.0	\$ 1,188.00	\$ 1,188.00
9023245	POST, TYPE C, 45 FT. ARM (POWDER COATED BLACK)	EA	3.0	\$ 12,945.00	\$ 38,835.00
9023250	POST, TYPE C, 50 FT. ARM (POWDER COATED BLACK)	EA	1.0	\$ 13,167.00	\$ 13,167.00
9020213	SIGNAL HEAD, TYPE 3S, LED	EA	1.0	\$ 1,027.00	\$ 1,027.00
9020215	SIGNAL HEAD, TYPE 5S, LED	EA	1.0	\$ 1,300.00	\$ 1,300.00
9020513	SIGNAL HEAD, TYPE 3B, LED	EA	7.0	\$ 1,300.00	\$ 9,100.00
9020514	SIGNAL HEAD, TYPE 4B, LED	EA	4.0	\$ 1,466.00	\$ 5,864.00
9020811	SIGNAL HEAD, TYPE 1S, PEDESTRIAN	EA	6.0	\$ 737.00	\$ 4,422.00
9020833	SH-FLAT SHEET- SIGNAL SIGN	SF	48.2	\$ 40.00	\$ 1,928.00
9020834	SIGN HARDWARE	EA	12.0	\$ 128.00	\$ 1,536.00
9022708	SIGNAL POST, 8 FT. (POWDER COATED BLACK)	EA	3.0	\$ 1,176.00	\$ 3,528.00
9024283	CONTROLLER ASSEMBLY HOUSING, NEMA TS2 CONTROLLER	EA	1.0	\$ 23,723.00	\$ 23,723.00
9025200	CONDUIT, 2" TRENCH W/TRACE WIRE	LF	817.0	\$ 14.00	\$ 11,438.00
9025300	CONDUIT, 3" TRENCH W/TRACE WIRE	LF	109.0	\$ 17.00	\$ 1,853.00
9027200	CONDUIT, 2" PUSHED W/TRACE WIRE	LF	198.0	\$ 28.00	\$ 5,544.00
9027400	CONDUIT, 4" PUSHED W/TRACE WIRE	LF	313.0	\$ 36.00	\$ 11,268.00
9028208	CABLE, 8 AWG 1 CONDUCTOR, POWER	LF	40.0	\$ 1.78	\$ 71.20
9028310	CABLE, 16 AWG 5 CONDUCTOR	LF	1,040.0	\$ 2.16	\$ 2,246.40
9028311	CABLE, 16 AWG 7 CONDUCTOR	LF	2,790.0	\$ 2.43	\$ 6,779.70
9028620	120 V POWER SUPPLY CABINET, TYPE 2 (CITY)	EA	1.0	\$ 6,782.00	\$ 6,782.00
9028811	PREFORMED, PULL BOX CLASS 2	EA	3.0	\$ 2,136.00	\$ 6,408.00
9028812	PREFORMED, PULL BOX CLASS 3	EA	1.0	\$ 2,924.00	\$ 2,924.00
9029100	BASE, CONCRETE	CY	16.5	\$ 2,376.00	\$ 39,204.00
9029901	TRAFFIC SIGNAL MAINTENANCE & PROGRAMMING	LS	1.0	\$ 6,048.00	\$ 6,048.00
9029902	ILLUMINATED STREET NAME SIGN	EA	4.0	\$ 4,068.00	\$ 16,272.00
9029902	POWDER COAT SIGNAL & LIGHTING EQUIPMENT (INTX)	EA	1.0	\$ 6,921.00	\$ 6,921.00

9029902	PUSHBUTTON POST (POWDER COATED BLACK)	EA	1.0	\$ 1,026.00	\$ 1,026.00
9029902	APS SYSTEM (INTERSECTION)	EA	1.0	\$ 9,111.00	\$ 9,111.00
9029902	STOP BAR DETECTION SYSTEM	EA	1.0	\$ 53,977.00	\$ 53,977.00
9029902	MMU	EA	1.0	\$ 1,566.00	\$ 1,566.00
9109903	FIBER OPTIC CABLE, 24SM	LF	910.0	\$ 2.70	\$ 2,457.00
9109903	RELOCATE FIBER OPTIC CABLE, 24SM	LF	500.0	\$ 4.32	\$ 2,160.00
9103700	CCTV CAMERA ASSEMBLY (COMMISSION FURNISHED)	EA	1.0	\$ 3,136.00	\$ 3,136.00
9109901	ITS ASSET MANAGEMENT TOOL	LS	1.0	\$ 1,296.00	\$ 1,296.00
9109902	ITS PULLBOX W/CONCRETE PAD, CLASS 2	EA	1.0	\$ 2,352.00	\$ 2,352.00
9109902	ITS PULLBOX W/CONCRETE PAD, CLASS 5	EA	1.0	\$ 2,808.00	\$ 2,808.00
9109902	ITS IP POWER STRIP	EA	1.0	\$ 331.00	\$ 331.00
9109902	BURIED CABLE DRIVABLE DELINEATOR	EA	1.0	\$ 216.00	\$ 216.00
9109902	INSTALL COMMISSION FURNISHED NETWORK SWITCH	EA	1.0	\$ 378.00	\$ 378.00
9109902	FIBER OPTIC FUSION SPLICE	EA	50.0	\$ 81.00	\$ 4,050.00
9109902	FIBER OPTIC PIGTAIL	EA	4.0	\$ 24.00	\$ 96.00
9109902	FIBER OPTIC JUMPER	EA	2.0	\$ 24.00	\$ 48.00
9109902	RACK-MOUNTED INTERCONNECT CENTER	EA	1.0	\$ 1,052.00	\$ 1,052.00

CONTRACT SUM:	\$ 2,058,191.78
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IN WITNESS WHEREOF, the parties hereunto have hereunto set their hands and affixed their seals to execute this Agreement, this _____ day of _____, 2025.

CITY OF CREVE COEUR

By: _____
Mark C. Perkins, City Administrator

(SEAL)

By: _____
James H. Heines, Director of Public Works

Attest: _____
City Clerk

Date: _____

RAINERI CONSTRUCTION

By: _____
Signature

Printed Name

Title

(SEAL)

Attest: _____

Date: _____



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: January 8, 2025

TO: Mark Perkins, City Administrator

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

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

SUBJECT: Recommendation of Award
Lindbergh/Old Olive Improvement Project
Federal Project Number STP-5526(649)

City staff has reviewed bids that were submitted in December for the Lindbergh/Old Olive Traffic Signal Intersection Improvement Project and recommends that the City enter into a contract with Raineri Construction to build the project. The primary funding source for this project will be federal Surface Transportation Program (STP), Missouri Cost-Share, and Governor's Cost-Share grants that were awarded to the City in 2020 & 2021. These grants are administered by the Missouri Department of Transportation (MoDOT), and MoDOT has recently indicated their concurrence with this recommendation of award.

Project History

The redevelopment of the Old Olive Street corridor is a key project in the innovative AgTech District – 39 North. Currently, substantial barriers (jersey barriers) to connectivity exist at Old Olive and Lindbergh. As a MoDOT right of way, Old Olive's primary function was to provide access for on and off ramps for Lindbergh Boulevard. Since construction of the new interchange at Olive and Lindbergh, this function is no longer needed for Old Olive.

The traffic signal intersection improvement project at Old Olive and Lindbergh is an integral component of the Old Olive Great Streets Plan. For businesses in the area, it provides critical access for customers and is a key access point to the business park along Corporate Square Drive. What Old Olive does not do is cross Lindbergh Boulevard. The two halves of the 39 North district are awkwardly bisected by this limited access state highway. Creating connectivity through the whole district is a primary goal of the Great Streets Plan and will be accomplished with this improvement.

This traffic signal intersection improvement project will provide a multi-modal crossing at Old Olive and Lindbergh that improves accessibility for users, improves traffic flow through the intersection and provides a vital linkage between the east and west segments of the corridor.

Project Description

MoDOT currently maintains both Lindbergh Blvd and Old Olive Street Road, but the City will take over maintenance of Old Olive after the completion of this project. Lindbergh Blvd will remain a MoDOT-maintained roadway.

The scope of the Lindbergh/Old Olive Improvement Project generally involves the addition of a traffic signal at the intersection of Lindbergh Boulevard at Old Olive Street Road and the expansion of the pavement at this intersection to accommodate the new lanes needed at the signal. Significant aspects of this project include:

- New traffic signal
- Widening of both Lindbergh Boulevard and Old Olive Street Road near the intersection to allow for the additional lanes and turning movements.
- Removal of Lindbergh median in the vicinity of this intersection
- Sidewalks along Old Olive near the intersection and pedestrian crossings on the east and west sides of the intersection (crossing Old Olive) and the south side of the intersection (crossing Lindbergh)

Bid Advertisement

The Lindbergh/Old Olive Improvement Project was advertised in accordance with the bidding requirements of both the City and MoDOT for federally funded projects. Advertisement included:

1. The Invitation for Bids was posted on the Creve Coeur and MoDOT websites from October 24, 2024, through December 10, 2024.
2. The Invitation for Bids was advertised on two dates (October 29, 2024 and November 19, 2024) in *The Countian*, a daily newspaper published in St. Louis County.
3. The Invitation for Bids was sent directly to contractors who have recently bid on similar City projects.
4. Roadway contractors in the St. Louis area were notified of the bid opportunity when the plans and specifications for this project were posted to the Drexel Technologies online plan room.

Bid Results

Bids for the Lindbergh/Old Olive Improvement Project were publicly opened and read at 10:00 a.m. on Tuesday, December 10, 2024. The City received a total of seven (7) bids for the project, as detailed in the attached Bid Tabulation and as summarized below:

<u>Bidder</u>	<u>Total Bid Price</u>
1. Raineri Construction	\$ 2,058,191.78
2. Infrastructure Management, Inc.....	\$ 2,107,074.39
3. RV Wagner, Inc.	\$ 2,156,768.85
4. Gershenson Construction Co., Inc.	\$ 2,270,189.07
5. Pavement Solutions, LLC	\$ 2,471,423.20
6. Lamke Trenching & Excavating.....	\$ 2,540,749.85
7. M&H Concrete Contractors, Inc.....	\$ 2,585,859.93

Minor discrepancies and calculation errors were found in Raineri's bid, as highlighted in the attached Bid Tabulation spreadsheet. These issues resulted in only minor changes to their final bid amount.

The engineer's estimate for this project was \$1,943,839.00, and it appears that the estimate was reasonable. The low bid is about 6% higher than the estimate, and the second-lowest bid is about 8% higher than the estimate.

Evaluation of Bids and Bidders

City staff found that all seven of the bidders meet the criteria to be considered responsible bidders, meaning that the bidders:

1. appeared to be organized, equipped, and capable of performing the scope of work for the Lindbergh/Old Olive Improvement Project
2. were among the contractors on MoDOT's pre-qualification list
3. were not among the contractors that have been suspended or debarred.

Raineri Construction (Raineri) provided the lowest bid. Raineri is based in St. Louis, Missouri, and they have experience with subdivision, roads, bridges, and other heavy construction.

Raineri is well suited to successfully complete the Lindbergh/Old Olive Improvement Project. Raineri regularly submits bids for all of the City's roadway construction projects.

Federal Grant Reimbursement

The federal and state grants for the project will reimburse the City up to an amount of \$1,578,460, which is about 77% of the total bid from Raineri.

The only item that is considered "non-participating," and is not eligible for reimbursement under the federal grant, are the illuminated street name signs.

If the project is completed at the contract amount, the City should expect to receive reimbursement of \$1,578,460, which would be 77% of the construction cost. The City's share of the project would be \$479,732. The City would be expected to cover all cost increases in work.

Financing

The Capital Improvement Program (CIP) includes \$2,045,000 in FY2025 for the construction of the Lindbergh/Old Olive Improvement Project.

Funds for the project will be drawn from account 02-61-71-9510-21702 of the Capital Fund. The project is over the budgeted amount in FY2025 and will be funded by savings on other projects and/or additional funds will be budgeted in FY2026.

Recommendation

Public Works staff recommends that the City Council authorize the execution of a contract for the construction of the Lindbergh/Old Olive Improvement Project with Raineri Construction for the not-to-exceed contract price of \$2,058,191.78. Staff recommends Raineri Construction, because Raineri appears to be a responsible contractor who provided the lowest, responsive bid for the work.

Concurrence in Award. MoDOT has reviewed the recommendation by City staff to award the Lindbergh/Old Olive Improvement Project to Raineri Construction and has recently issued its concurrence in award. A copy of this letter is attached for reference.

Attachments: Bid Tabulation
 MoDOT Concurrence in Award

**BID TABULATION**

LINDERBERGHOLD OLIVE IMPROVEMENT PROJECT STP-5526(649)

City of Creve Coeur, Missouri

Bids opened: 10:00 a.m. Tuesday, December 10, 2024

				Engineer's Estimate		RAINIER CONSTRUCTION		INFRASTRUCTURE MANAGEMENT, INC.		RV WAGNER, INC.		GERSHENSON CONSTRUCTION CO., INC.	
Item Number	Item	Unit	Contract Quantity	Unit Bid Price	Item Subtotal	Unit Bid Price	Item Subtotal	Unit Bid Price	Item Subtotal	Unit Bid Price	Item Subtotal	Unit Bid Price	Item Subtotal
2022010	REMOVAL OF IMPROVEMENTS	LS	1.0	\$ 299,275.00	\$ 299,275.00	\$ 200,000.00	\$ 200,000.00	\$ 91,730.00	\$ 91,730.00	\$ 177,000.00	\$ 177,000.00	\$ 200,000.00	\$ 200,000.00
2029901*	ADJUST TO GRADE OF IMPROVEMENTS	LS	1.0	\$ 6,400.00	\$ 6,400.00	\$ 20,900.00	\$ 20,900.00	\$ 15,940.00	\$ 15,940.00	\$ 25,000.00	\$ 25,000.00	\$ 17,000.00	\$ 17,000.00
20299 01B	RELOCATION OF IMPROVEMENTS	LS	1.0	\$ 17,200.00	\$ 17,200.00	\$ 46,508.00	\$ 46,508.00	\$ 25,445.00	\$ 25,445.00	\$ 29,500.00	\$ 29,500.00	\$ 7,150.00	\$ 7,150.00
2031000	CLASS A EXCAVATION	CY	933.9	\$ 5.00	\$ 4,669.50	\$ 45.00	\$ 42,025.00	\$ 85.20	\$ 79,588.28	\$ 45.00	\$ 42,025.00	\$ 45.00	\$ 42,025.00
2036000	COMPACTING EMBANKMENT	CY	490.0	\$ 15.00	\$ 7,350.00	\$ 14.00	\$ 6,860.00	\$ 17.50	\$ 8,575.00	\$ 50.00	\$ 24,500.00	\$ 50.00	\$ 24,500.00
3040504	TYPE 5 AGGREGATE FOR BASE (4 IN. THICK)	SY	4,475.0	\$ 30.00	\$ 134,250.00	\$ 10.00	\$ 44,750.00	\$ 13.10	\$ 58,622.50	\$ 13.00	\$ 58,175.00	\$ 14.00	\$ 62,650.00
4010150	TYPE 42 SHOULDER	SY	246.0	\$ 45.00	\$ 11,070.00	\$ 74.00	\$ 18,204.00	\$ 68.00	\$ 16,728.00	\$ 73.00	\$ 17,958.00	\$ 90.00	\$ 22,140.00
4011209	SP125CLP	TON	438.0	\$ 110.00	\$ 48,180.00	\$ 216.00	\$ 94,608.00	\$ 200.00	\$ 87,600.00	\$ 216.00	\$ 94,608.00	\$ 184.00	\$ 80,592.00
5021108	CONCRETE PAVEMENT (8 IN. NON-REINF)	SY	3,360.0	\$ 35.00	\$ 117,600.00	\$ 27.00	\$ 90,237.00	\$ 26.00	\$ 87,360.00	\$ 32.00	\$ 107,520.00	\$ 32.00	\$ 107,520.00
6061060	MGS GUARDRAIL	LF	28.0	\$ 35.00	\$ 980.00	\$ 108.00	\$ 3,024.00	\$ 60.00	\$ 1,680.00	\$ 65.00	\$ 1,820.00	\$ 63.00	\$ 1,764.00
6066610	END ANCHOR	EA	1.0	\$ 2,000.00	\$ 2,000.00	\$ 1,982.00	\$ 1,982.00	\$ 2,100.00	\$ 2,100.00	\$ 2,300.00	\$ 2,300.00	\$ 2,200.00	\$ 2,200.00
6071050	CHAIN-LINK FENCE (RETAINING WALLS)	LF	190.0	\$ 20.00	\$ 3,800.00	\$ 86.00	\$ 16,340.00	\$ 48.00	\$ 9,120.00	\$ 52.00	\$ 9,880.00	\$ 50.00	\$ 9,500.00
6081000	CONCRETE MEDIAN	SY	425.0	\$ 25.00	\$ 10,625.00	\$ 89.00	\$ 37,825.00	\$ 105.40	\$ 44,795.00	\$ 136.00	\$ 57,800.00	\$ 177.00	\$ 75,225.00
6083006	6 IN. CONCRETE MEDIAN STRIP	SY	162.0	\$ 25.00	\$ 4,050.00	\$ 102.00	\$ 16,524.00	\$ 130.20	\$ 21,092.40	\$ 111.00	\$ 17,982.00	\$ 145.00	\$ 23,490.00
6090212	INTEGRAL CURB (8 IN. HEIGHT AND UNDER) TYPE B	LF	2,231.0	\$ 35.00	\$ 78,085.00	\$ 27.00	\$ 60,237.00	\$ 23.15	\$ 51,647.65	\$ 21.00	\$ 46,851.00	\$ 28.00	\$ 62,468.00
6221002	COLDMILK BITUMINOUS PAVEMENT FOR REMOVAL OF SURFACING	SY	1,972.0	\$ 25.00	\$ 49,300.00	\$ 12.00	\$ 23,664.00	\$ 11.00	\$ 21,692.00	\$ 12.00	\$ 23,664.00	\$ 9.71	\$ 19,148.12
6161005	CONSTRUCTION SIGNS	SF	352.5	\$ 10.00	\$ 3,525.00	\$ 10.00	\$ 3,525.00	\$ 10.00	\$ 3,525.00	\$ 11.00	\$ 3,877.50	\$ 10.50	\$ 3,701.25
6161008	ADVANCED WARNING RAIL SYSTEM	EA	16.0	\$ 60.00	\$ 960.00	\$ 49.00	\$ 784.00	\$ 45.00	\$ 720.00	\$ 54.00	\$ 864.00	\$ 52.50	\$ 840.00
6161009	FLAG ASSEMBLY	EA	6.0	\$ 25.00	\$ 150.00	\$ 27.00	\$ 162.00	\$ 25.00	\$ 150.00	\$ 54.00	\$ 324.00	\$ 52.50	\$ 315.00
6161010	RELOCATED SIGNS	SF	908.5	\$ 6.00	\$ 5,451.00	\$ 11.00	\$ 9,993.50	\$ 10.00	\$ 9,085.00	\$ 12.50	\$ 11,356.25	\$ 5.00	\$ 4,542.50
6161025	CHANNELIZER (TRIM LINE)	EA	116.0	\$ 25.00	\$ 2,900.00	\$ 26.00	\$ 3,016.00	\$ 24.00	\$ 2,784.00	\$ 27.00	\$ 3,132.00	\$ 26.00	\$ 3,016.00
6161030	TYPE III MOVABLE BARRICADE	EA	9.0	\$ 150.00	\$ 1,350.00	\$ 216.00	\$ 1,944.00	\$ 200.00	\$ 1,800.00	\$ 190.00	\$ 1,710.00	\$ 183.00	\$ 1,647.00
6161033	DIRECTIONAL INDICATOR BARRICADE	EA	52.0	\$ 65.00	\$ 3,380.00	\$ 92.00	\$ 4,784.00	\$ 85.00	\$ 4,420.00	\$ 135.00	\$ 7,020.00	\$ 131.00	\$ 6,812.00
6161040	FLASHING ARROW PANEL	EA	5.0	\$ 1,400.00	\$ 7,000.00	\$ 1,944.00	\$ 9,720.00	\$ 1,800.00	\$ 9,000.00	\$ 1,026.00	\$ 5,130.00	\$ 1,000.00	\$ 5,000.00
61699 01B*	MAINTENANCE OF TRAFFIC CONTROL ITEMS	LS	1.0	\$ 20,600.00	\$ 20,600.00	\$ 3,218.00	\$ 3,218.00	\$ 6,000.00	\$ 6,000.00	\$ 14,000.00	\$ 14,000.00	\$ 54,000.00	\$ 54,000.00
6181000	MOBILIZATION	LS	1.0	\$ 51,300.00	\$ 51,300.00	\$ 158,000.00	\$ 158,000.00	\$ 217,515.00	\$ 217,515.00	\$ 101,500.00	\$ 101,500.00	\$ 200,000.00	\$ 200,000.00
6274000	CONTRACTOR FURNISHED SURVEYING AND STAKING	LS	1.0	\$ 20,600.00	\$ 20,600.00	\$ 8,397.00	\$ 8,397.00	\$ 8,555.00	\$ 8,555.00	\$ 10,000.00	\$ 10,000.00	\$ 14,500.00	\$ 14,500.00
7101010	EPOXY COATED THE BARS (DRILLED AND INSTALLED)	LB	3,899.0	\$ 1.00	\$ 3,899.00	\$ 1.00	\$ 3,899.00	\$ 1.00	\$ 3,899.00	\$ 1.00	\$ 3,899.00	\$ 1.00	\$ 3,899.00
7034010	MEDIAN BARRIER CURB	LF	129.0	\$ 35.00	\$ 4,515.00	\$ 185.00	\$ 23,865.00	\$ 35.80	\$ 4,618.20	\$ 123.00	\$ 15,867.00	\$ 145.00	\$ 18,705.00
7039904*	SEGMENTAL BLOCK RETAINING WALL	SF	602.4	\$ 75.00	\$ 45,180.00	\$ 46.00	\$ 27,710.40	\$ 58.90	\$ 35,481.36	\$ 54.00	\$ 32,528.00	\$ 53.00	\$ 31,927.20
7319902A	RELOCATE ADVANCED WARNING RAIL SYSTEM	EA	47.0	\$ 40.00	\$ 1,880.00	\$ 44.00	\$ 2,068.00	\$ 15.00	\$ 705.00	\$ 43.00	\$ 2,021.00	\$ 35.00	\$ 1,645.00
7319902B	RELOCATE FLAG ASSEMBLY	EA	21.0	\$ 20.00	\$ 420.00	\$ 20.00	\$ 420.00	\$ 9.00	\$ 189.00	\$ 19.00	\$ 399.00	\$ 5.00	\$ 105.00
7319902C	RELOCATE CHANNELIZER (TRIM LINE)	EA	412.0	\$ 5.00	\$ 2,060.00	\$ 4.00	\$ 1,648.00	\$ 4.00	\$ 1,648.00	\$ 7.50	\$ 3,090.00	\$ 1.00	\$ 412.00
7319902D	RELOCATE TYPE III MOVABLE BARRICADE	EA	12.0	\$ 20.00	\$ 240.00	\$ 66.00	\$ 792.00	\$ 60.00	\$ 720.00	\$ 102.00	\$ 1,224.00	\$ 10.00	\$ 120.00
7319902E	RELOCATE DIRECTIONAL INDICATOR BARRICADE	EA	94.0	\$ 100.00	\$ 9,400.00	\$ 49.00	\$ 4,606.00	\$ 15.00	\$ 1,410.00	\$ 48.00	\$ 4,512.00	\$ 2.00	\$ 188.00
7319902F	RELOCATE FLASHING ARROW PANEL	EA	11.0	\$ 45.00	\$ 495.00	\$ 440.00	\$ 4,840.00	\$ 200.00	\$ 2,200.00	\$ 1,026.00	\$ 11,286.00	\$ 20.00	\$ 220.00
8031000A	TURF TYPE TALL FESCUE SODDING	SY	2,592.0	\$ 10.00	\$ 25,920.00	\$ 8.59	\$ 22,265.28	\$ 7.95	\$ 20,606.40	\$ 8.50	\$ 22,032.00	\$ 13.00	\$ 33,696.00
8049004	AMENDED SOIL	SY	217.0	\$ 5.00	\$ 1,085.00	\$ 3.25	\$ 706.25	\$ 4.00	\$ 868.00	\$ 4.00	\$ 868.00	\$ 13.00	\$ 2,821.00
806107A	CURB INLET CHECK	EA	17.0	\$ 150.00	\$ 2,550.00	\$ 135.00	\$ 2,295.00	\$ 200.00	\$ 3,400.00	\$ 147.00	\$ 2,499.00	\$ 130.00	\$ 2,210.00
806101F	SILT FENCE	LF	2,338.0	\$ 5.00	\$ 11,690.00	\$ 3.78	\$ 8,837.64	\$ 3.50	\$ 8,183.00	\$ 3.75	\$ 8,767.50	\$ 4.00	\$ 9,352.00
8061010	CONCRETE CURB RAMP	SY	309.0	\$ 150.00	\$ 46,350.00	\$ 234.00	\$ 72,306.00	\$ 338.00	\$ 104,424.00	\$ 168.00	\$ 51,912.00	\$ 170.00	\$ 52,530.00
8061012	TRUNCATED DOMES	SF	349.0	\$ 85.00	\$ 29,665.00	\$ 25.00	\$ 8,725.00	\$ 34.95	\$ 12,197.55	\$ 23.00	\$ 8,027.00	\$ 33.00	\$ 11,517.00
8068004	CONCRETE SIDEWALK, 4 IN.	SY	660.0	\$ 80.00	\$ 52,800.00	\$ 72.00	\$ 47,520.00	\$ 78.25	\$ 51,645.00	\$ 77.00	\$ 50,820.00	\$ 60.00	\$ 39,600.00
8200012	PREFORMED THERMOPLASTIC PAVEMENT MARKING, 12 IN. WHITE	LF	43.0	\$ 6.00	\$ 258.00	\$ 12.00	\$ 516.00	\$ 11.00	\$ 473.00	\$ 11.00	\$ 473.00	\$ 10.50	\$ 451.50
8200015	PREFORMED THERMOPLASTIC PAVEMENT MARKING, 24 IN. WHITE	LF	268.0	\$ 5.00	\$ 1,340.00	\$ 5.00	\$ 1,340.00	\$ 5.00	\$ 1,340.00	\$ 5.00	\$ 1,340.00	\$ 5.00	\$ 1,340.00
8200036	PREFORMED THERMOPLASTIC PAVEMENT MARKING, 30 IN. WHITE	EA	100.0	\$ 120.00	\$ 12,000.00	\$ 324.00	\$ 32,400.00	\$ 300.00	\$ 30,000.00	\$ 194.00	\$ 19,400.00	\$ 189.00	\$ 18,900.00
8200021A	PREFORMED THERMOPLASTIC PAVEMENT MARKING, LEFT ARROW	EA	9.0	\$ 1,000.00	\$ 9,000.00	\$ 346.00	\$ 3,114.00	\$ 320.00	\$ 2,880.00	\$ 378.00	\$ 3,402.00	\$ 365.00	\$ 3,285.00
8200021B	PREFORMED THERMOPLASTIC PAVEMENT MARKING, RIGHT ARROW	EA	5.0	\$ 1,000.00	\$ 5,000.00	\$ 345.00	\$ 1,725.00	\$ 320.00	\$ 1,600.00	\$ 378.00	\$ 1,890.00	\$ 365.00	\$ 1,825.00
8200024	PREFORMED THERMOPLASTIC PAVEMENT MARKING, COMBINATION S	EA	5.0	\$ 1,000.00	\$ 5,000.00	\$ 670.00	\$ 3,350.00	\$ 620.00	\$ 3,100.00	\$ 486.00	\$ 2,430.00	\$ 260.00	\$ 1,300.00
8200043	PREFORMED THERMOPLASTIC PAVEMENT MARKING, 12 IN. WHITE, V	EA	5.0	\$ 200.00	\$ 1,000.00	\$ 49.00	\$ 245.00	\$ 45.00	\$ 225.00	\$ 540.00	\$ 2,700.00	\$ 525.00	\$ 2,625.00
820901A	4 IN. YELLOW HIGH BUILD WATERBORNE PAVEMENT MARKING PAINT	LF	4,533.0	\$ 1.00	\$ 4,533.00	\$ 1.08	\$ 4,885.64	\$ 1.00	\$ 4,533.00	\$ 1.60	\$ 7,252.80	\$ 1.55	\$ 7,028.15
820902A	6 IN. WHITE HIGH BUILD WATERBORNE PAVEMENT MARKING PAINT	LF	4,431.0	\$ 1.50	\$ 6,646.50	\$ 1.08	\$ 4,785.48	\$ 1.00	\$ 4,431.00	\$ 2.10	\$ 9,305.10	\$ 2.10	\$ 9,305.10
8209050A	12 IN. WHITE HIGH BUILD WATERBORNE PAVEMENT MARKING PAINT	LF	388.0	\$ 6.00	\$ 2,328.00	\$ 2.16	\$ 838.08	\$ 2.00	\$ 776.00	\$ 5.40	\$ 2,095.20	\$ 5.25	\$ 2,037.00
9031010	CONCRETE FOOTINGS, EMBEDDED	CY	1.8	\$ 1,000.00	\$ 1,800.00	\$ 1,700.00	\$ 3,060.00	\$ 3,200.00	\$ 5,760.00	\$ 3,460.00	\$ 6,228.00	\$ 3,300.00	\$ 5,940.00
9031220	PIPE POSTS	LB	1,262.4	\$ 5.00	\$ 6,312.00	\$ 21.60	\$ 27,267.84	\$ 10.00	\$ 12,624.00	\$ 11.00	\$ 13,886.40	\$ 10.50	\$ 13,255.20
9031241	BREAKAWAY ASSEMBLY (PERFORATED SQUARE STEEL TUBE)	EA	14.0	\$ 250.00	\$ 3,500.00	\$ 141.00	\$ 1,974.00	\$ 300.00	\$ 4,200.00	\$ 324.00	\$ 4,536.00	\$ 315.00	\$ 4,410.00
9031250A	1/2" CHANNEL POST, 3 FT.	EA	165.0	\$ 5.00	\$ 825.00	\$ 5.00	\$ 825.00	\$ 5.00	\$ 825.00	\$ 5.00	\$ 825.00	\$ 5.00	\$ 825.00
9031270A	PERFORATED SQUARE STEEL TUBE POST, 2 IN., 12 GA.	LF	35.4	\$ 5.00	\$ 177.00	\$ 33.00	\$ 1,168.20	\$ 34.00	\$ 1,203.60	\$ 36.00	\$ 1,274.40	\$ 36.00	\$ 1,274.40
9035004A	SH-FLAT SHEET	SF	104.0	\$ 65.00	\$ 6,760.00	\$ 44.28							

**BID TABULATION**

LINDERBERGH/OLIVE IMPROVEMENT PROJECT STP-5526(649)

City of Creve Coeur, Missouri

Bids opened: 10:00 a.m. Tuesday, December 10, 2024

			PAVEMENT SOLUTIONS, LLC			LAMKE TRENCHING & EXCAVATING		M&H CONCRETE CONTRACTORS	
Item Number	Item	Unit	Contract Quantity	Unit Bid Price	Item Subtotal	Unit Bid Price	Item Subtotal	Unit Bid Price	Item Subtotal
2022010	REMOVAL OF IMPROVEMENTS	LS	1.0	\$ 102,000.00	\$ 102,000.00	\$ 271,000.00	\$ 271,000.00	\$124,593.55	\$ 124,593.55
2029010*	ADJUST TO GRADE OF IMPROVEMENTS	LS	1.0	\$ 16,700.00	\$ 16,700.00	\$ 41,650.00	\$ 41,650.00	\$25,000.00	\$ 25,000.00
2029010*	RELOCATION OF IMPROVEMENTS	LS	1.0	\$ 58,000.00	\$ 58,000.00	\$ 66,850.00	\$ 66,850.00	\$25,000.00	\$ 25,000.00
2031000	CLASS 3 EXCAVATION	CY	933.9	\$ 40.00	\$ 37,356.00	\$ 36.00	\$ 33,620.40	\$30.00	\$ 28,017.00
2036000	COMPACTING EMBANKMENT	CY	490.0	\$ 41.00	\$ 20,090.00	\$ 17.00	\$ 8,330.00	\$30.00	\$ 14,700.00
3040504	TYPE 5 AGGREGATE FOR BASE (4 IN. THICK)	SY	4,475.0	\$ 3.00	\$ 13,425.00	\$ 9.75	\$ 43,631.25	\$6.00	\$ 26,850.00
4010150	TYPE A2 SHOULDER	SY	246.0	\$ 106.00	\$ 26,076.00	\$ 68.00	\$ 16,728.00	\$85.00	\$ 20,910.00
4011209	SP125CLP	TON	438.0	\$ 247.00	\$ 108,186.00	\$ 200.00	\$ 87,600.00	\$180.00	\$ 78,840.00
5021108	CONCRETE PAVEMENT (8 IN. NON-REINF)	SY	3,360.0	\$ 113.00	\$ 379,680.00	\$ 136.00	\$ 453,600.00	\$110.00	\$ 369,600.00
6061060	MSS GUARDRAIL	LF	28.0	\$ 60.00	\$ 1,680.00	\$ 60.00	\$ 1,680.00	\$60.00	\$ 1,680.00
6066610	END ANCHOR	EA	1.0	\$ 3,000.00	\$ 3,000.00	\$ 2,100.00	\$ 2,100.00	\$2,000.00	\$ 2,000.00
6071050	CHAIN-LINK FENCE (RETAINING WALLS)	LF	190.0	\$ 80.00	\$ 15,200.00	\$ 48.00	\$ 9,120.00	\$150.00	\$ 28,500.00
6081000	CONCRETE MEDIAN	SY	425.0	\$ 126.00	\$ 53,550.00	\$ 145.00	\$ 61,625.00	\$150.00	\$ 63,750.00
6083006	6 IN. CONCRETE MEDIAN STRIP	SY	162.0	\$ 132.00	\$ 21,384.00	\$ 185.00	\$ 29,970.00	\$250.00	\$ 40,500.00
6092012	INTEGRAL CURB 6 IN. HEIGHT AND UNDER) TYPE B	LF	2,231.0	\$ 42.00	\$ 93,702.00	\$ 15.00	\$ 33,465.00	\$90.00	\$ 178,480.00
6221002	COLDMILL BITUMINOUS PAVEMENT FOR REMOVAL OF SURFACING	SY	1,972.0	\$ 18.00	\$ 35,496.00	\$ 11.00	\$ 21,692.00	\$9.25	\$ 18,241.00
6161005	CONSTRUCTION SIGNS	SF	352.5	\$ 11.00	\$ 3,877.50	\$ 10.00	\$ 3,525.00	\$8.25	\$ 2,908.13
6161008	ADVANCED WARNING RAIL SYSTEM	EA	16.0	\$ 50.00	\$ 800.00	\$ 50.00	\$ 800.00	\$74.00	\$ 1,184.00
6161009	FLAG ASSEMBLY	EA	6.0	\$ 28.00	\$ 168.00	\$ 50.00	\$ 300.00	\$17.50	\$ 105.00
6161010	RELOCATED SIGNS	SF	908.5	\$ 11.00	\$ 9,993.50	\$ 10.00	\$ 9,085.00	\$9.50	\$ 8,630.75
6161025	CHANNELIZER (TRIM LINE)	EA	116.0	\$ 26.00	\$ 3,016.00	\$ 25.00	\$ 2,900.00	\$23.50	\$ 2,726.00
6161030	TYPE III MOVEABLE BARRICADE	EA	9.0	\$ 220.00	\$ 1,980.00	\$ 175.00	\$ 1,575.00	\$165.00	\$ 1,485.00
6161033	DIRECTIONAL INDICATOR BARRICADE	EA	52.0	\$ 94.00	\$ 4,888.00	\$ 125.00	\$ 6,500.00	\$65.00	\$ 3,380.00
6161040	FLASHING ARROW PANEL	EA	5.0	\$ 1,980.00	\$ 9,900.00	\$ 950.00	\$ 4,750.00	\$1,400.00	\$ 7,000.00
61699.01B*	MAINTENANCE OF TRAFFIC CONTROL ITEMS	LS	1.0	\$ 10,000.00	\$ 10,000.00	\$ 25,000.00	\$ 25,000.00	\$75,000.00	\$ 75,000.00
6181000	MOBILIZATION	LS	1.0	\$ 376,000.00	\$ 376,000.00	\$ 203,275.00	\$ 203,275.00	\$150,680.00	\$ 150,680.00
6274000	CONTRACTOR FURNISHED SURVEYING AND STAKING	LS	1.0	\$ 8,600.00	\$ 8,600.00	\$ 13,000.00	\$ 13,000.00	\$25,000.00	\$ 25,000.00
7101010	EPOXY COATED TE BARS (DRILLED AND INSTALLED)	LF	3,899.0	\$ 9.00	\$ 35,091.00	\$ 9.00	\$ 35,091.00	\$7.50	\$ 29,242.50
7034010	MEDIAN BARRIER CURB	LF	129.0	\$ 248.00	\$ 31,992.00	\$ 80.00	\$ 10,320.00	\$280.00	\$ 36,120.00
7039904A*	SEGMENTAL BLOCK RETAINING WALL	SF	602.4	\$ 66.00	\$ 39,758.40	\$ 45.00	\$ 27,108.00	\$140.00	\$ 84,336.00
7319902A	RELOCATE ADVANCED WARNING RAIL SYSTEM	EA	47.0	\$ 44.00	\$ 2,068.00	\$ 25.00	\$ 1,175.00	\$40.00	\$ 1,880.00
7319902B	RELOCATE FLAG ASSEMBLY	EA	21.0	\$ 19.00	\$ 399.00	\$ 15.00	\$ 315.00	\$17.50	\$ 367.50
7319902C	RELOCATE CHANNELIZER (TRIM LINE)	EA	412.0	\$ 8.00	\$ 3,296.00	\$ 7.00	\$ 2,884.00	\$7.00	\$ 2,884.00
7319902D	RELOCATE TYPE III MOVEABLE BARRICADE	EA	12.0	\$ 104.00	\$ 1,248.00	\$ 10.00	\$ 120.00	\$95.00	\$ 1,140.00
7319902E	RELOCATE DIRECTIONAL INDICATOR BARRICADE	EA	94.0	\$ 50.00	\$ 4,700.00	\$ 10.00	\$ 940.00	\$45.00	\$ 4,230.00
7319902F	RELOCATE FLASHING ARROW PANEL	EA	11.0	\$ 1,100.00	\$ 12,100.00	\$ 50.00	\$ 550.00	\$950.00	\$ 10,450.00
8031000A	TURF TYPE TALL FESCUE SODDING	SY	2,592.0	\$ 9.00	\$ 23,328.00	\$ 12.55	\$ 32,529.60	\$10.00	\$ 25,920.00
8049006	JANEDORIS	SY	217.0	\$ 14.00	\$ 3,038.00	\$ 12.55	\$ 2,723.35	\$50.00	\$ 10,850.00
8061007A	CURB INLET CHECK	EA	17.0	\$ 138.00	\$ 2,346.00	\$ 125.00	\$ 2,125.00	\$750.00	\$ 12,750.00
8061019	SILT FENCE	LF	2,338.0	\$ 4.00	\$ 9,352.00	\$ 3.65	\$ 8,533.70	\$6.00	\$ 14,028.00
8061010	CONCRETE CURB RAMP	SY	309.0	\$ 282.00	\$ 87,138.00	\$ 315.00	\$ 97,335.00	\$175.00	\$ 54,075.00
8081012	TRUNCATED DOMES	SF	349.0	\$ 24.00	\$ 8,376.00	\$ 35.00	\$ 12,215.00	\$10.00	\$ 3,490.00
8086004	CONCRETE SIDEWALK, 4 IN.	SY	660.0	\$ 144.00	\$ 95,400.00	\$ 85.00	\$ 56,100.00	\$155.00	\$ 102,300.00
8200012	PREFORMED THERMOPLASTIC PAVEMENT MARKING, 12 IN. WHITE	LF	43.0	\$ 12.00	\$ 516.00	\$ 10.00	\$ 430.00	\$15.00	\$ 645.00
8200015	PREFORMED THERMOPLASTIC PAVEMENT MARKING, 24 IN. WHITE	LF	268.0	\$ 24.00	\$ 6,432.00	\$ 25.00	\$ 6,700.00	\$25.00	\$ 6,700.00
8200036	PREFORMED THERMOPLASTIC PAVEMENT MARKING, 30 IN. WHITE	EA	100.0	\$ 330.00	\$ 33,000.00	\$ 180.00	\$ 18,000.00	\$50.00	\$ 5,000.00
8200021A	PREFORMED THERMOPLASTIC PAVEMENT MARKING, LEFT ARROW	EA	9.0	\$ 352.00	\$ 3,168.00	\$ 350.00	\$ 3,150.00	\$375.00	\$ 3,375.00
8200021B	PREFORMED THERMOPLASTIC PAVEMENT MARKING, RIGHT ARROW	EA	5.0	\$ 352.00	\$ 1,760.00	\$ 350.00	\$ 1,750.00	\$375.00	\$ 1,875.00
8200024	PREFORMED THERMOPLASTIC PAVEMENT MARKING, COMBINATION S	EA	5.0	\$ 682.00	\$ 3,410.00	\$ 250.00	\$ 1,250.00	\$425.00	\$ 2,125.00
8200043	PREFORMED THERMOPLASTIC PAVEMENT MARKING, 12 IN. WHITE, YR	EA	5.0	\$ 50.00	\$ 250.00	\$ 500.00	\$ 2,500.00	\$30.00	\$ 150.00
8205001A	4 IN. YELLOW HIGH BUILD WATERBORNE PAVEMENT MARKING PAINT	LF	4,533.0	\$ 1.00	\$ 4,533.00	\$ 1.50	\$ 6,799.50	\$0.60	\$ 2,719.80
8205002A	6 IN. WHITE HIGH BUILD WATERBORNE PAVEMENT MARKING PAINT	LF	4,431.0	\$ 1.00	\$ 4,431.00	\$ 2.00	\$ 8,862.00	\$0.75	\$ 3,323.25
8205006A	12 IN. WHITE HIGH BUILD WATERBORNE PAVEMENT MARKING PAINT	LF	388.0	\$ 2.00	\$ 776.00	\$ 5.00	\$ 1,940.00	\$1.50	\$ 582.00
9031010	CONCRETE FOOTINGS, EMBEDDED	CY	1.8	\$ 1,500.00	\$ 2,700.00	\$ 3,200.00	\$ 5,760.00	\$2,500.00	\$ 4,500.00
9031220	PIPE POSTS	LB	1,262.4	\$ 11.00	\$ 13,886.40	\$ 10.00	\$ 12,624.00	\$10.00	\$ 12,624.00
9031241	BREAKAWAY ASSEMBLY (PERFORATED SQUARE STEEL TUBE)	EA	14.0	\$ 250.00	\$ 3,500.00	\$ 300.00	\$ 4,200.00	\$550.00	\$ 7,700.00
9031250A	1/2 CHANNEL POST, 3/4 IN. DIA.	LF	312.0	\$ 15.00	\$ 4,680.00	\$ 15.00	\$ 4,680.00	\$35.00	\$ 5,775.00
9031270A	PERFORATED SQUARE STEEL TUBE POST, 2 IN., 12 GA.	LF	35.4	\$ 20.00	\$ 708.00	\$ 34.00	\$ 1,203.60	\$65.00	\$ 2,301.00
9035004A	SH-FLAT SHEET	SF	104.0	\$ 25.00	\$ 2,600.00	\$ 36.00	\$ 3,744.00	\$55.00	\$ 5,720.00
9039901A*	REMOVE SIGNS	EA	9.0	\$ 300.00	\$ 2,700.00	\$ 250.00	\$ 2,250.00	\$500.00	\$ 4,500.00
9039902A	RELOCATE SIGNS	EA	13.0	\$ 1,000.00	\$ 13,000.00	\$ 800.00	\$ 10,400.00	\$500.00	\$ 6,500.00
7259903A	8 IN. PVC PIPE	LF	39.0	\$ 196.00	\$ 7,644.00	\$ 67.00	\$ 2,613.00	\$85.00	\$ 3,315.00
7259903B	12 IN. REINFORCED CONCRETE PIPE (CLASS 3)	LF	319.0	\$ 120.00	\$ 38,280.00	\$ 244.00	\$ 77,836.00	\$200.00	\$ 63,800.00
7259903C	15 IN. REINFORCED CONCRETE PIPE (CLASS 3)	LF	447.0	\$ 102.00	\$ 45,594.00	\$ 223.00	\$ 99,681.00	\$220.00	\$ 98,340.00
2063000	CLASS 3 EXCAVATION	CY	546.0	\$ 38.00	\$ 20,748.00	\$ 36.00	\$ 19,656.00	\$50.00	\$ 27,300.00
7319903A	MSD PRECAST CONCRETE MANHOLE	LF	17.0	\$ 93.00	\$ 1,581.00	\$ 962.00	\$ 16,354.00	\$1,500.00	\$ 25,500.00
7319903B	MSD PRECAST CONCRETE CURB INLET	LF	16.0	\$ 89.00	\$ 1,424.00	\$ 1,200.00	\$ 19,200.00	\$2,000.00	\$ 32,000.00
7319903C	MSD PRECAST CONCRETE 2 GRATE INLET W/ SIDE INTAKE	LF	21.0	\$ 1,100.00	\$ 23,100.00	\$ 1,260.00	\$ 26,460.00	\$3,000.00	\$ 63,000.00
7319903D	HYDRODYNAMIC SEPARATOR	LF	12.0	\$ 2,900.00	\$ 34,800.00	\$ 2,922.00	\$ 35,064.00	\$6,000.00	\$ 72,000.00
9013003	CONDUIT, 1" RIGID, TRENCHED	LF	258.0	\$ 17.25	\$ 4,450.50	\$ 17.25	\$ 4,450.50	\$17.25	\$ 4,450.50
9014004	CONDUIT, 4" RIGID, PUSHED	LF	309.0	\$ 37.00	\$ 11,433.00	\$ 54.75	\$ 16,917.75	\$54.75	\$ 16,917.75
9016110	PULL BOX, PREFORMED CLASS 1	EA	4.0	\$ 1,630.00	\$ 6,520.00	\$ 1,700.00	\$ 6,800.00	\$1,700.00	\$ 6,800.00
9017008	CABLE, 8 AWG 1 CONDUCTOR	LF	1,780.0	\$ 2.00	\$ 3,560.00	\$ 1.20	\$ 2,136.00	\$1.20	\$ 2,136.00
9017110	POLE & BRACKET CABLE	LF	325.0	\$ 1.00	\$ 325.00	\$ 0.90	\$ 292.50	\$0.90	\$ 292.50
9017208	WIRE, 8 AWG BARE NEUTRAL	LF	890.0	\$ 2.00	\$ 1,780.00	\$ 1.15	\$ 1,023.50	\$1.15	\$ 1,023.50
9018230	POLE FOUNDATION, 30 IN.	EA	4.0	\$ 1,800.00	\$ 7,200.00	\$ 1,540.00	\$ 6,160.00	\$1,540.00	\$ 6,160.00
9018613	120V POWER SUPPLY CABINET TYPE 240/120 SIGNAL & LTO W/UPS (M	EA	1.0	\$ 25,000.00	\$ 25,000.00	\$ 26,561.00	\$ 26,561.00	\$26,561.00	\$ 26,561.00
9019902	LIGHTING POLE, 30 FT. TOP MOUNT (POWDER COATED BLACK)	EA	5.0	\$ 3,200.00	\$ 16,000.00	\$ 3,059.00	\$ 15,295.00	\$3,059.00	\$ 15,295.00
9019902	LUMINAIRE, LED-A, TOP MOUNT (POWDER COATED BLACK)	EA	5.0	\$ 440.00	\$ 2,200.00	\$ 525.00	\$ 2,625.00	\$525.00	\$ 2,625.00
9019902	DRILL PULLBOX & ATG	EA	1.0	\$ 1,200.00	\$ 1,200.00	\$ 612.00	\$ 612.00	\$612.00	\$ 612.00
9023245	POST, TYPE C, 45 FT. ARM (POWDER COATED BLACK)	EA	3.0	\$ 13,200.00	\$ 39,600.00	\$ 13,280.00	\$ 39,840.00	\$13,280.00	\$ 39,840.00
9023250	POST, TYPE C, 30 FT. ARM (POWDER COATED BLACK)	EA	3.0	\$ 14,500.00	\$ 43,500.00	\$ 13,454.00	\$ 40,362.00	\$13,454.00	\$ 40,362.00
9020213	SIGNAL HEAD, TYPE 3S, LED	EA	1.0	\$ 1,050.00	\$ 1,050.00	\$ 943.00	\$ 943.00	\$943.00	\$ 943.00
9020215	SIGNAL HEAD, TYPE 5S, LED	EA	1.0	\$ 1,300.00	\$ 1,300.00	\$ 1,264.00	\$ 1,264.00	\$1,264.00	\$ 1,264.00
9020513	SIGNAL HEAD, TYPE 3B, LED	EA	7.0	\$ 1,300.00	\$ 9,100.00	\$ 1,207.00	\$ 8,449.00	\$1,207.00	\$ 8,449.00
9020514	SIGNAL HEAD, TYPE 4B, LED	EA	4.0	\$ 1,500.00	\$ 6,000.00	\$ 1,380.00	\$ 5,520.00	\$1,380.00	\$ 5,520.00
9020811	SIGNAL HEAD, TYPE 1S, PEDESTRIAN	EA	6.0	\$ 750.00	\$ 4,500.00	\$ 645.00	\$ 3,870.00	\$645.00	\$ 3,870.00
9020833	SH-FLAT SHEET, SIGNAL SIGN	SF	48.2	\$ 42.00	\$ 2,024.40	\$ 40.00	\$ 1,928.00	\$40.00	\$ 1,928.00
9020834	SIGN HARDWARE	EA	12.0	\$ 130.00	\$ 1,560.00	\$ 362.00	\$ 4,344.00	\$362.00	\$ 4,344.00
9022708	SIGNAL POST, 8 FT. (POWDER COATED BLACK)	EA	3.0	\$ 1,200.00	\$ 3,600.00	\$ 1,226.00	\$ 3,678.00	\$1,226.00	\$ 3,678.00
9024283	CONTROLLER ASSEMBLY HOUSING, NEMA TS2 CONTROLLER	EA	1.0	\$ 24,200.00	\$ 24,200.00	\$ 21,069.00	\$ 21,069.00	\$21,069.00	\$ 21,069.00
9025200	CONDUIT, 2" TRENCH W/TRACE WIRE	LF	817.0	\$ 14.00	\$ 11,438.00	\$ 14.45	\$ 11,805.65	\$14.45	\$ 11,805.65
9025300	CONDUIT, 3" TRENCH W/TRACE WIRE	LF	109.0	\$ 17.00	\$ 1,853.00	\$ 17.20	\$ 1,874.80	\$17.20	\$ 1,874.80
9027200	CONDUIT, 2" PUSHED W/TRACE WIRE	LF	198.0	\$ 29.00	\$ 5,742.00	\$ 36.50	\$ 7,233.00	\$36.50	\$ 7,233.00
9027400	CONDUIT, 4" PUSHED W/TRACE WIRE	LF	313.0	\$ 36.00	\$ 11,268.00	\$ 54.75	\$ 17,136.75	\$54.75	\$ 17,136.75



Kevin Mulligan <kmulligan@crevecoeurmo.gov>

Concurrence in Award for SL-STP-5526(649), TIP-7106(023)

1 message

LPASubmit <LPASubmit@modot.mo.gov>

Thu, Dec 26, 2024 at 6:50 AM

To: Kevin Mulligan <kmulligan@crevecoeurmo.gov>

Cc: "Teresa S. Howard" <Teresa.Howard@modot.mo.gov>, PHILLIP M RUFFUS <Phillip.Ruffus@modot.mo.gov>, LPA_SL_Group <LPASLGroup@modot.mo.gov>

MoDOT

Missouri Department of Transportation

Ed Hassinger, P.E., Director

105 West Capitol Avenue
P.O. Box 270
Jefferson City, Missouri 65102

1.888.ASK MODOT (275.6636)

12/24/2024

City of Creve Coeur
Kevin Mulligan

Re: Concurrence in Award
STP-5526(649), TIP-7106(023)
Lindbergh/Old Olive Improvement Project

Dear Kevin Mulligan

The Missouri Department of Transportation (MoDOT) concurs with the recommendation to award this project to Raineri Construction, with a low bid of \$2,058,191.78. MoDOT's External Civil Rights has approved the DBE participation submitted by the awarded bidder to fulfill the DBE Goal of 8%.

After executing the contract, please submit an electronic copy of the following documents to your MoDOT district representative.

Final Plans Package given to Bidders (include all addenda that were issued)
Fully Executed Contract
Payment Bond, Performance Bond
Insurance Certificate
Signed Worker Eligibility Verification Affidavit
Signed E-Verify Memorandum of Understanding (MOU)
Certification Regarding Affirmative Action signed by prime contractor (only if NOT utilizing [MoDOT's Federal Project Bid Proposal Boilerplate](#))

MoDOT will grant the authority to issue the Notice To Proceed after these documents have been reviewed. The fully executed contract must be the same version that was shown in the bid proposal and must include all signatures, etc.

The itemized proposal is used in preparing a formal project agreement with FHWA. Upon FHWA's approval, a copy of the summary of estimated cost will be furnished for your use. You will then be able to submit invoices for reimbursement.

Please contact your MoDOT district representative at <https://www.modot.org/contact-modot-lpa>, to coordinate the scheduling of a pre-construction conference or if you have any questions regarding the required submittals.

Sincerely,

Ashley Buechter, P.E.
Assistant State Design Engineer - LPA
(573)526-6997

RESOLUTION NO. 1768

A RESOLUTION AUTHORIZING THE CITY OF CREVE COEUR TO ENTER INTO A FIVE-YEAR SUBSCRIPTION WITH IDEMIA IDENTITY AND SECURITY USA, LLC FOR A NEW LIVESCAN DEVICE AND PRINTER

WHEREAS, the City and its Police Department are required by state and federal law to capture and submit digital criminal fingerprints to assist the central repository, the Missouri State Highway Patrol (MSHP), in storing and maintaining the identification database for the Federal Bureau of Investigation; and

WHEREAS, the equipment currently used to meet these requirements has reached the end of useful life and needs to be replaced; and

WHEREAS, MSHP grant funding has allowed Idemia Identity and Security USA, LLC to offer a five-year subscription option for Missouri Law Enforcement agencies for such replacement equipment, a Livescan device and printer, with the grant covering the costs in the first year; and

WHEREAS, this subscription program includes a maintenance agreement and spreads the cost equally over a five-year timespan; and

WHEREAS, if the City wishes to renew at the end of the five-year subscription, the equipment will be refreshed with the latest Livescan equipment;

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

Section 1: A five-year subscription agreement with Idemia Identity and Security USA, LLC for a new Livescan device and printer substantially in the form of Exhibit 1 is hereby approved and the City Administrator or his designee is authorized to execute that agreement. The approved subscription shall not exceed the amount of \$23,368.00 over a five-year period. The documents as executed shall include such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Resolution and necessary, desirable, convenient, or proper in order to carry out the matters herein authorized. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient, or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the subscription agreement.

ADOPTED THIS 13TH DAY OF JANUARY, 2025

DR. ROBERT HOFFMAN, MAYOR

ATTEST:

KELLIE HENKE, CITY CLERK



MEMORANDUM

DATE: December 10, 2024
TO: J. Hartman, Chief of Police
FROM: T. Koncki, Police Captain
SUBJECT: LIVESCAN

Background

State statute requires individuals arrested for certain offenses to be fingerprinted. The Police Department has been utilizing a Livescan fingerprint capture station for over a decade to capture the digital fingerprints of arrested individuals. The FBI has designated one central repository in each state as the sole source of fingerprints to be submitted to the nationwide digital database. In Missouri, the Missouri State Highway Patrol (MSHP) is that central repository. For consistency in quality and efficiency in submission, MSHP requires law enforcement agencies to utilize a Livescan device to capture prints.

The current device in use at CCPD was appropriated in 2018. We have recently been notified that our machine and associated printer are considered “end of life” and the vendor is no longer renewing maintenance on these items.

We have two options for replacement:

- 1) Outright purchase of the device for a five-year cost of \$33,818.70
- 2) Accepting a grant opportunity funded by the State of Missouri that would be “no cost” to the City in year one, and no cost to the city for each additional year the Missouri legislature approves the grant funding. The device would be paid in full after year five.

Additional Information on Grant Funding

The grant, Livescan as a Service (LSAAS) program, is offered by MSHP and it provides the fingerprint machine and associated hardware at no cost. Additionally, the program covers the subscription cost for the next 5 years along with an extension for service beyond that term. One important note with regard to the funding of this program is that it is dependent on annual legislative renewal. The Missouri State Highway Patrol and the vendor, Idemia, make it clear that **“there is no guarantee future appropriations will be provided for purchase, lease, or maintenance of livescan devices. Acceptance of this assistance should be with the understanding that your agency assumes responsibility for all future associated costs when purchasing a device with subsequent maintenance, or upon entering a LSAAS contract with Idemia.”** According to the Missouri State Highway Patrol representative, there are no plans to withdraw funding as a large number of law enforcement agencies throughout Missouri take part in the program. If State funding is not approved, the City would be responsible for each year remaining on the five-year term at an annual cost of: \$6,592.00

It is my recommendation that the City agree to the Livescan as a Service (LSAAS) option.

Attachments:

Livescan Expenditure Program Purchase v. Livescan as a service (grant)

CCPD_Idemia Service Agreement

MSHP Purchase Order

Resolution



SERVICE AGREEMENT

Idemia Identity and Security USA LLC ("IDEMIA"), (formerly MorphoTrak, LLC) a Delaware limited liability corporation, having a principal place of business at 11951 Freedom Drive, Suite 1800, Reston, Virginia 20190, and **City of Creve Coeur Police Department** ("Customer"), **a Municipal Police Department operating in the State of Missouri**, having a place of business at **350 N New Ballas Road, Creve Coeur, MO 63141**, enter into this Service Agreement ("Agreement"), pursuant to which Customer will purchase and IDEMIA will sell the services as described below and in the attached exhibits. IDEMIA and Customer may be referred to individually as "party" and collectively as "parties."

For good and valuable consideration, the parties agree as follows.

SECTION 1. EXHIBITS

The Exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement will take precedence over the Exhibits and any inconsistency between the Exhibits will be resolved in the order in which they are listed below.

Exhibit A	"Description of Covered Products"
Exhibit B	"Statement of Work"
Exhibit C	"Payment Schedule"
Exhibit D	"Software License Agreement"

SECTION 2. DEFINITIONS

"Agreement Price" means the price for the Services, exclusive of any applicable sales or similar taxes and freight charges.

"Default" means failure by either party to perform a material obligation under this Agreement.

"Effective Date" means that date upon which the last party to sign this Agreement has executed it.

"Equipment" means the physical hardware supplied by IDEMIA as outlined in the attached Description of Covered Products, and any related goods or material used by IDEMIA to provide the Services.

"Infringement Claim" means a third party claim alleging that the Equipment manufactured by IDEMIA or the IDEMIA Software infringes upon the third party's United States patent or copyright.

"IDEMIA" means Idemia Identity & Security USA LLC.

"IDEMIA Software" means Software that IDEMIA owns. The term includes Product Releases, Standard Releases, and Supplemental Releases.

"Non-IDEMIA Software" means Software that a party other than IDEMIA owns.

"Operational Use" means when Customer first uses the System to perform functions as outlined in the attached Statement of Work.

"Optional Technical Support Services" means fee-based technical support services that are not covered as part of the standard Services.

"Patch" means a specific change to the Software that does not require a Release.

"Principal Period of Maintenance" or "PPM" means the specified days and times, as set forth in the Statement of Work, that Services will be provided under this Agreement.

"Products" means the Equipment (if applicable as indicated in the Description of Covered Products) and Software provided by IDEMIA.

"Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by IDEMIA under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by IDEMIA or another party.

“Releases” means an Update or Upgrade to the IDEMIA Software and are characterized as “Supplemental Releases,” “Standard Releases,” or “Product Releases.” A “Supplemental Release” is defined as a minor release of IDEMIA Software that contains primarily error corrections to an existing Standard Release and may contain limited improvements that do not affect the overall structure of the IDEMIA Software. Depending on Customer’s specific configuration, a Supplemental Release might not be applicable. Supplemental Releases are identified by the third digit of the three-digit release number, shown here as underlined: “1.2.3”. A “Standard Release” is defined as a major release of IDEMIA Software that contains product enhancements and improvements, such as new databases, modifications to databases, or new servers. A Standard Release may involve file and database conversions, System configuration changes, hardware changes, additional training, on-site installation, and System downtime. Standard Releases are identified by the second digit of the three-digit release number, shown here as underlined: “1.2.3”. A “Product Release” is defined as a major release of IDEMIA Software considered to be the next generation of an existing product or a new product offering. Product Releases are identified by the first digit of the three-digit release number, shown here as underlined: “1.2.3”. If a question arises as to whether a Product offering is a Standard Release or a Product Release, IDEMIA’s opinion will prevail, provided that IDEMIA treats the Product offering as a new Product or feature for its end user customers generally.

“Residual Error” means a software malfunction or a programming, coding, or syntax error that causes the Software to fail to conform to the Specifications.

“Services” means those services described in the Statement of Work and provided under this Agreement.

“Site” means the premises where Products are delivered and/or installed, or where the Services are performed, not including IDEMIA’s premises from which it performs remote Services.

“Software” means the IDEMIA Software and Non-IDEMIA Software that is furnished with the System or Equipment.

“Specifications” means the design, form, functionality, or performance requirements described in published descriptions of the Software, and if also applicable, in any modifications to the published specifications as expressly agreed to in writing by the parties.

“Start Date” means the date on which the term of this Agreement begins on Effective Date. This is the date when Services commence and Service Fees are due.

“System” means the Products and Services provided by IDEMIA as a system as more fully described in the Statement of Work.

“System Acceptance” means the date on which installation and training has been completed at Customer site. Customer will sign an acceptance letter at this time.

“Technical Support Services” means the remote telephonic support provided by IDEMIA on a standard and centralized basis concerning the Products, including diagnostic services and troubleshooting to assist Customer in ascertaining the nature of a problem being experienced by the Customer, minor assistance concerning the use of the Software (including advising or assisting the Customer in attempting data/database recovery, database set up, client-server advice), and assistance or advice on installation of Releases provided under this Agreement.

“Update” means a Supplemental Release or a Standard Release.

“Upgrade” means a Product Release.

SECTION 3. SCOPE AND TERM OF SERVICES

3.1. SCOPE OF SERVICES. In accordance with the provisions of this Agreement and in consideration of payment by Customer of the Service Fee, IDEMIA will provide, ship, and install (if applicable) the Equipment described in the Description of Covered Products, and perform its other contractual responsibilities, all in accordance with this Agreement and the attached Statement of Work. As explained in further detail below, notwithstanding the placement of the Equipment in the Customer’s facility, title to and ownership of the Equipment shall remain in IDEMIA’s name, and Customer shall act as a responsible bailee for the Equipment. Customer will perform its contractual responsibilities in accordance with this Agreement and the attached Statement of Work.

3.2. **CHANGE ORDERS.** IDEMIA will provide the products as outlined in the attached Description of Covered Products and perform the Services as outlined in the attached Statement of Work. Either party may request changes outside the scope of work detailed in this Agreement. If a requested change causes an increase or decrease in the annual Service Fee or time required to perform this Agreement, IDEMIA and Customer will agree to an equitable adjustment of the Agreement Price, schedule, or both, and will reflect such adjustment in a change order. Neither party is obligated to perform requested changes unless both parties execute a written change order.

3.3. **TERM.** Unless otherwise terminated in accordance with the provisions of this Agreement or extended by mutual agreement of the parties, the term of this Agreement shall begin on the Effective Date and shall continue for a period of five (5) years from the date of Initial System Acceptance (the "Term"). Upon expiration of this Term, the Customer shall have the following options:

- Customer may renew the LSaaS Agreement at the end of Year 5 at the same rate and receive a new unit with the same configuration.
- Purchase the unit outright for \$3,200.00 at the end of Year 5 and optionally enter into a maintenance agreement at the current maintenance rates at the time of "buy out"; maintenance options for 9x5 and 24x7.
- Let the Agreement expire at the end of Year 5; IDEMIA will remove the equipment.

3.4. **IDEMIA SOFTWARE.** Any IDEMIA Software, including subsequent Releases, is licensed to Customer for the Term of this Agreement solely in accordance with the Software License Agreement, attached hereto as Exhibit D. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.5. **NON-IDEMIA SOFTWARE.** Any Non-IDEMIA Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to IDEMIA the right to sublicense the Non-IDEMIA Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. IDEMIA makes no representations or warranties of any kind regarding Non-IDEMIA Software. Non-IDEMIA Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement.

3.6. **SUBSTITUTIONS.** At no additional cost to Customer, IDEMIA reserves the right to substitute any Equipment, Software, or services to be provided by IDEMIA, provided that the substitute meets or exceeds the specifications outlined in the Statement of Work and is of equivalent or better quality to the Customer. Any such substitution will be reflected in a written change order signed by both parties.

3.7. When IDEMIA performs Services at the Customer Site, Customer agrees to provide to IDEMIA, at no charge, a non-hazardous environment for work with shelter, heat, light, and power, and with full and free access to the covered Products. The Customer shall cooperate to provide all information pertaining to the hardware and software with which the Products are interfacing to enable IDEMIA to perform its obligations under this Agreement.

3.8. IDEMIA will provide to Customer Technical Support Services and Releases as follows:

3.8.1. IDEMIA will provide Technical Support Services and correction of Residual Errors during the PPM in accordance with the Statement of Work. Any Technical Support Services that are performed by IDEMIA outside the contracted PPM and any Residual Error corrections that are outside the scope shall be billed at the then current hourly rates. Technical Support Services will investigate specifics about the functioning of covered Products to determine whether there is a defect in the Product and will not be used in lieu of training on the covered Products.

3.8.2. IDEMIA will provide Customer, without additional license fees, an available Supplemental or Standard Release after receipt of a request from Customer, but Customer must pay for any installation or other services and any necessary Equipment or Non-IDEMIA Software provided by IDEMIA in connection with such Supplemental or Standard Release. Any services will

be performed in accordance with a mutually agreed schedule.

3.8.3. IDEMIA will provide to Customer an available Product Release after receipt of a request from Customer, but Customer must pay for all additional license fees, any installation or other services, and any necessary Equipment provided by IDEMIA in connection with such Product Release. Any services will be performed in accordance with a mutually agreed schedule.

3.8.4. IDEMIA does not warrant that a Release will meet Customer's particular requirement, operate in the combinations that Customer will select for use, be uninterrupted or error-free, be backward compatible, or that all errors will be corrected. Full compatibility of a Release with the capabilities and functions of earlier versions of the Software may not be technically feasible. If it is technically feasible, services to integrate these capabilities and functions to the updated or upgraded version of the Software may be purchased at Customer's request on a time and materials basis at IDEMIA's then current rates for professional services.

3.8.5. IDEMIA's responsibilities under this Agreement to provide Technical Support Services shall be limited to the current Standard Release plus the two (2) prior Standard Releases (collectively referred to in this section as "Covered Standard Releases."). Notwithstanding the preceding sentence, IDEMIA will provide Technical Support Services for a Severity Level 1 or 2 (defined in the Statement of Work) error concerning a Standard Release that precedes the Covered Standard Releases unless such error has been corrected by a Covered Standard Release (in which case Customer shall install the Standard Release that fixes the reported error or terminate this Agreement as to the applicable Software).

3.9. The Services described in this Agreement are the only covered services. These Services specifically exclude and IDEMIA shall not be responsible for:

3.9.1. Any service work required due to environmental conditions, incorrect, or faulty operational conditions, including but not limited to Equipment not connected directly to an electric surge protector, or not properly maintained in accordance with the manufacturer's guidelines.

3.9.2. The repair or replacement of Products or parts resulting from failure of the Customer's facilities, Customer's personal property and/or devices connected to the System (or interconnected to devices) whether or not installed by IDEMIA's representatives.

3.9.3. The repair or replacement of Equipment that has become defective or damaged due to physical or chemical misuse or abuse, Customer's negligence, or from causes such as lightning, power surges, or liquids.

3.9.4. Any transmission medium, such as telephone lines, computer networks, or the worldwide web, or for Equipment malfunction caused by such transmission medium.

3.9.5. Accessories, custom or special products; modified units; or modified Software.

3.9.6. The repair or replacement of parts resulting from the tampering by persons unauthorized by IDEMIA or the failure of the System due to extraordinary uses.

3.9.7. Operation and/or functionality of Customer's personal property, equipment, and/or peripherals and any application software not provided by IDEMIA.

3.9.8. Services for any replacement of Products or parts directly related to the removal, relocation, or reinstallation of the System or any System component.

3.9.9. Services to diagnose technical issues caused by the installation of unauthorized components or misuse of the System.

3.9.10. Services to diagnose malfunctions or inoperability of the Software caused by changes, additions, enhancements, or modifications in the Customer's platform or in the Software.

3.9.11. Services to correct errors found to be caused by Customer-supplied data, machines, or operator failure.

3.9.12. Operational supplies, including but not limited to, printer ink, printer paper, printer ribbons, toner, photographic paper, magnetic tapes and any and all consumable items and supplies in addition to that delivered with the System; battery replacement for uninterruptible power supply (UPS); office furniture including chairs or workstations.

3.9.13. Non-IDEMIA software unless specifically listed in the Description of Covered Products.

3.9.14. Support of any interface(s) beyond IDEMIA-provided port or cable, or any services that are necessary because Non-IDEMIA hardware, software or supplies fail to conform to the specifications concerning the Products.

3.9.15. Services related to customer's failure to back up its data or failure to use an UPS system to protect against power interruptions.

3.9.16. Any design consultation such as, but not limited to, configuration analysis, consultation with Customer's third-party provider(s), and System analysis for modifications or Upgrades or Updates which are not directly related to a Residual Error report.

3.9.17. Requests for IDEMIA assistance / completion of any agency or governing body required security documentation, surveys or questionnaires; and requests for IDEMIA support and potential resolution of issues resulting from agency vulnerability assessments, penetration testing and/or security audits.

3.10. The Customer hereby agrees to:

3.10.1. Maintain any and all electrical and physical environments in accordance with the System manufacturer's specifications.

3.10.2. Provide standard industry precautions (e.g., back-up files) ensuring database security, per IDEMIA's recommended backup procedures.

3.10.3. Ensure System accessibility, which includes physical access to buildings as well as remote electronic access. Remote access can be stipulated and scheduled with customer; however, remote access is required and will not be substituted with on-site visits if access is not allowed or available.

3.10.4. Appoint one or more qualified employees to perform system administration duties, including acting as a primary point of contact to IDEMIA's customer support organization for reporting and verifying problems, and performing System backup. At least one member of the system administrator group should have completed IDEMIA's training. The combined skills of this system administrator group should include proficiency with: the Products, the system platform upon which the Products operate, the operating system, database administration, network capabilities such as backing up, updating, adding, and deleting System and user information, and the client, server and standalone personal computer hardware. The system administrator shall follow the Residual Error reporting process described herein and make all reasonable efforts to duplicate and verify problems and assign a Severity Level, as defined in the Statement of Work. Customer agrees to use reasonable efforts to ensure that all problems are reported and verified by the system administrator before reporting them to IDEMIA. Customer shall assist IDEMIA in determining that errors are not the product of the operation of an external system, data links between system, or network administration issues. If a Severity Level 1 or 2 Residual Error occurs, any Customer representative may contact IDEMIA's Customer Support Center by telephone, but the System administrator must follow up with IDEMIA's Customer Support as soon as practical thereafter.

3.11. Customer shall permit and cooperate with IDEMIA so that IDEMIA may periodically conduct audits of Customer's records and operations pertinent to the Services, Products, and usage of application and data base management software. IDEMIA will limit the number of audits to no more than one (1) per year; provided that IDEMIA may audit more frequently to the extent necessary to ensure the Operational Use of the System.

3.12. If Customer replaces, upgrades, or modifies software that interfaces with the covered Products, IDEMIA will have the right to adjust the annual Service Fee to reflect any changes necessary to the IDEMIA provided Equipment or related Services.

3.13. Customer shall agree not to attempt or apply any update(s), alteration(s), or change(s) to the database software without the prior approval of IDEMIA.

SECTION 4. PRICING, PAYMENT AND TERMS

4.1. AGREEMENT PRICE. The total Agreement Price in U.S. dollars is **\$26,368** and shall be paid on an annual Service Fee basis as outlined in the Exhibit C, Payment Schedule. The first annual Service Fee payment has been paid by the Missouri State Highway Patrol under PO **PV172500741**

4.2. INVOICING AND PAYMENT. IDEMIA will submit invoices to Customer according to the Payment Schedule. Except for a payment that is due on the Effective Date, Customer will make payments to IDEMIA within twenty (20) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the rate of ten percent (10%) per annum, unless such rate exceeds the maximum allowed by law, in which case it will be reduced to the maximum allowable rate. For Customer's reference, the IDEMIA Federal Tax Identification Number for is 27-4388807.

4.3. FREIGHT, TITLE, AND RISK OF LOSS. All freight charges will be pre-paid by IDEMIA and added to the invoices. Title to the Equipment and Software shall not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer Site. IDEMIA will pack and ship all Equipment in accordance with good commercial practices.

4.4. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

City of Creve Coeur Police Department
350 N New Ballas Road
Creve Coeur, MO 63141

The city which is the ultimate destination where the Equipment will be delivered to Customer is:

City of Creve Coeur (MO)

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

City of Creve Coeur Police Department
350 N New Ballas Road
Creve Coeur, MO 63141

Customer may change this information by giving written notice to IDEMIA.

4.5 CUSTOMER AS BAILEE. IDEMIA makes it available for use to Customer, and Customer accepts such bailment from IDEMIA, the Equipment for the duration of the Term, and subject to the conditions of this Agreement. For the avoidance of doubt, title to the Equipment is and will remain vested in IDEMIA, and Customer will not (i) acquire any title or other interest in the Equipment, or any right except the limited and conditional right to use as expressly set forth herein, (ii) permit any lien, encumbrance or security interest of any kind and in any amount to attach to the Equipment, (iii) permit the Equipment to be subjected to any interchange or pooling agreement, or (iv) permit the Equipment to be operated by or to be in the possession of any person other than Customer. Upon the expiration of this Agreement for any reason whatsoever, Customer shall return the Equipment to IDEMIA and assist IDEMIA in any actions reasonably required for IDEMIA to obtain physical possession of the Equipment.

4.6. AUTHORIZING FILING OF UCC STATEMENTS. Customer authorizes IDEMIA to file UCC-1 statements, and any other financing statements or related documents naming Customer as "Debtor" and describing the Equipment in all appropriate jurisdictions and, if applicable, to notify, in accordance with applicable law, any existing creditors of Customer with respect to the consignment arrangements contemplated hereby. Such documents will be filed for the purpose of providing notice of Customer's limited and conditional right to use the Equipment hereunder. The cost of such filing will be paid by the Customer.

SECTION 5. SITES AND SITE CONDITIONS

5.1. **ACCESS TO SITES.** In addition to its responsibilities described elsewhere in this Agreement, Customer will provide (i) a designated project manager; (ii) all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the Sites; and (iii) access to the Sites identified in the Statement of Work or as reasonably requested by IDEMIA so that it may perform its duties in accordance with the Statement of Work.

5.2. **SITE CONDITIONS.** Customer will ensure that all Sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work specifically states to the contrary, Customer will ensure that these Sites will have (i) adequate physical space for the installation, use and maintenance of the System; (ii) adequate air conditioning and other environmental conditions; (iii) adequate electrical power outlets, distribution and equipment for the installation, use and maintenance of the System; and (iv) adequate telephone or other communication lines for the installation, use and maintenance of the System, including modem access, and adequate interfacing networking capabilities. Before installing the Equipment or Software at a Site, IDEMIA will inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section 5.

5.3. **SITE ISSUES.** If IDEMIA or Customer determines that the Sites identified in the Statement of Work are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Statement of Work, IDEMIA and Customer will promptly investigate the conditions and will select replacement sites or adjust the installation plans and Statement of Work as necessary. If such change in Sites or adjustment to the installation plans and Statement of Work causes a change in the cost or time to perform, the parties will equitably amend the annual Service Fee or schedule, or both, by a change order.

SECTION 6. TRAINING

Any training to be provided by IDEMIA to Customer under this Agreement will be included as part of system installation. Customer will notify IDEMIA immediately if a date change for a scheduled training program is required. If IDEMIA incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, IDEMIA is entitled to recover these additional costs.

SECTION 7. ACCEPTANCE

7.1. SYSTEM ACCEPTANCE

System Acceptance will occur upon completion of installation, training and testing indicating that the system is ready for Operational Use. Operational Use occurs when the System has been fully-implemented and the Customer may begin use of the System in the operational environment. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance. These minor omissions or variances will be corrected according to a mutually agreed schedule by Customer and IDEMIA.

SECTION 8. LIMITED WARRANTY AND DISCLAIMERS OF WARRANTY

8.1. IDEMIA warrants to Customer that the Equipment: (a) upon System Acceptance will be operable, and (b) when properly installed, operated, and maintained in accordance with IDEMIA's and manufacturer's recommendations and the terms of the Agreement, will remain operable. As more fully set forth in Article 4 of this Agreement, ownership of the Equipment shall remain with IDEMIA throughout the Term of the Agreement. IDEMIA also warrants to Customer that any Services IDEMIA is required to perform pursuant to the Agreement will be performed in a competent manner. If any failure to meet these warranties appears during the Term, or any failure to meet the Services warranty described above appears within thirty (30) days of performance of the particular Services and during the Term of the Agreement, Customer shall promptly notify IDEMIA in writing and IDEMIA shall within a reasonable amount of time under the circumstances, in its own discretion: (i) repair or replace, at IDEMIA's option, Equipment that does not meet the Equipment warranty and/or (ii) re-perform the defective Service to the extent practicable. This Section 8 sets forth the sole and exclusive remedies for all claims based on failure of or defect in Equipment or Services whether a claim, however instituted, is based on contract, indemnity, warranty, tort

(including negligence), or other contractual or extra contractual liability of any nature, strict liability or otherwise, and under any system, theory or principle of law.

8.2. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES AND GUARANTEES WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, IDEMIA MAKES NO REPRESENTATIONS OR WARRANTIES TO CUSTOMER OR ANY OTHER PERSON, INCLUDING, WITHOUT LIMITATION, WARRANTIES REGARDING THE SIZE, DESIGN, CAPACITY, CONDITION, QUALITY, DURABILITY, SUITABILITY, MANUFACTURE OR PERFORMANCE OF THE EQUIPMENT OR SERVICES, OR PATENT OR INTELLECTUAL PROPERTY INFRINGEMENT OR THE LIKE. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

SECTION 9. DELAYS

9.1. FORCE MAJEURE. Neither party will be liable for its non-performance or delayed performance if caused by a "Force Majeure" which means an event, circumstance, or act of a third party that is beyond a party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause. Each party will notify the other if it becomes aware of any Force Majeure that will significantly delay performance. The notifying party will give such notice promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

9.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If the Performance Schedule is delayed because of Customer (including any of its other contractors), (i) Customer will make the promised payments according to the Payment Schedule as if no delay occurred; and (ii) the parties will execute a change order to extend the schedule and, if requested by IDEMIA, compensate IDEMIA for all reasonable charges incurred because of such delay. Delay charges may include costs incurred by IDEMIA or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

SECTION 10. DISPUTES

10.1. SETTLEMENT PREFERRED. IDEMIA and Customer, through their respective project managers, will attempt to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality provisions) through consultation and negotiation in good faith and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If cooperative efforts fail, the dispute will be mediated by a mediator chosen jointly by IDEMIA and Customer within thirty (30) days after notice by one of the parties demanding non-binding mediation. IDEMIA and Customer will not unreasonably withhold consent to the selection of a mediator, and they will share the cost of the mediation equally. If the dispute is of technical nature, either party may request for the matter to be referred to a panel of subject matter experts, using as guidelines characteristics of similar systems or technology, as well as industry standards.

The parties may postpone mediation until they have completed some specified but limited discovery about the dispute. The parties may also replace mediation with some other form of non-binding alternative dispute resolution ("ADR").

10.2. LITIGATION. Any claim relating to intellectual property or breach of confidentiality provisions and any dispute that cannot be resolved between the parties through negotiation or mediation within two (2) months after the date of the initial demand for non-binding mediation as described above in Section 10.1 may be submitted by either party to a court of competent jurisdiction in the state of Missouri. Each party consents to jurisdiction over it by such a court, and specifically waives any right to raise a jurisdictional or venue related defense to such a court. The use of ADR procedures will not be considered under the doctrine of laches, waiver, or estoppel to affect adversely the rights of either party. Either party may resort to the judicial proceedings described in this section before the expiration of the two-month ADR period if (i) good faith efforts

to resolve the dispute under these procedures have been unsuccessful; or (ii) interim relief from the court is necessary to prevent serious and irreparable injury to such party or any of its affiliates, agents, employees, customers, suppliers, or subcontractors.

SECTION 11. DEFAULT AND TERMINATION

11.1. **DEFAULT BY A PARTY.** If either party fails to perform a material obligation under this Agreement, the other party may consider the non-performing party to be in Default (unless a Force Majeure causes such failure) and may assert a Default claim by giving the non-performing party a written and detailed notice of Default. Except for a Default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting party will have thirty (30) days after receipt of the notice of Default to either (i) cure the Default or (ii) if the Default is not curable within thirty (30) days, to provide a written cure plan. The defaulting party will begin implementing the cure plan immediately after receipt of notice by the other party that it approves the plan. If Customer is the defaulting party, IDEMIA may stop working on the project until it approves the Customer's cure plan. For technical matters, the determination of failure to perform a material obligation may be referred by either party to a panel of subject matter experts, using as guidelines characteristics of similar systems or technology, as well as industry standards.

11.2. **FAILURE TO CURE.** If, within thirty (30) days of receiving notice of a claim of Default, a defaulting party fails to cure the Default, or fails to provide a written cure plan as provided in Section 11.1 above, unless otherwise agreed to in writing, the non-defaulting party may terminate any unfulfilled portion of this Agreement. In the event of such termination, the defaulting party will promptly return to the non-defaulting party any of its Confidential Information (as defined in Section 14.1).

11.3. **FAILURE TO CURE BY CUSTOMER.** In the event that Customer fails to immediately cure any past due Service Fee when due; or cure any Default, or provide a written cure plan, each as provided in Section 11.1 above then IDEMIA may terminate this Agreement and Customer will indemnify the IDEMIA for the Service Fee due up to the date of termination. In addition, Customer must immediately return, at Customer's expense, all IDEMIA provided Equipment to IDEMIA.

11.4. **TERMINATION BY CUSTOMER.** Customer may terminate this Agreement for IDEMIA's Default, failure to cure, or failure to provide a written cure plan, as outlined in Section 11.1 above only. Customer will indemnify IDEMIA for costs incurred up to the point of termination.

11.5. EFFECT OF TERMINATION.

11.5.1. In the event that IDEMIA terminates this Agreement for Customer's Default as in this Section 11.1 above, IDEMIA may, in addition to the rights listed in 11.3 above, require Customer, at Customer's expense, to promptly return all or any portion of Equipment provided by IDEMIA to Customer. In addition, IDEMIA may enter the Customer's Site(s) where the Equipment is located and take immediate possession and remove some or all of it, all without any IDEMIA liability to Customer; or IDEMIA may exercise any other right or remedy available to it under any applicable law. No right or remedy of IDEMIA referred to in this Section 11 is exclusive, but each is cumulative and in addition to any other right or remedy otherwise available to IDEMIA at law or in equity.

11.5.2. In the event that Customer terminates this Agreement for IDEMIA's Default as outlined in Section 11.1 above, Customer will allow IDEMIA to immediately remove and take possession of all IDEMIA provided Equipment located at the Customer's Site(s). Title to IDEMIA provided Equipment will not pass to Customer in the event of IDEMIA Default. No right or remedy of Customer referred to in this Section 11 is exclusive, but each is cumulative and in addition to any other right or remedy otherwise available to Customer at law or in equity.

11.6 **BUYOUT OPTION.** Upon expiration of this Agreement after the Term and any subsequent renewals as outlined in Section 3.3 above, the Customer shall have the option to purchase the IDEMIA provided Equipment at a discounted rate upon the agreement of IDEMIA. If Customer elects this Buyout Option, Customer and IDEMIA will enter into a separate agreement for the provision of maintenance services related to the Equipment. The Buyout option at the end of the initial 5 year term is \$3,200. If at the end of the initial 5 year term the Customer does not

extend this Agreement or exercise the Buyout option IDEMIA will remove the items listed in Exhibit A Description of Covered Products.

SECTION 12. INDEMNIFICATION

12.1. **GENERAL INDEMNITY BY CUSTOMER.** Customer will indemnify and hold IDEMIA harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against IDEMIA to the extent it is caused by the Customer's mishandling of the Equipment or the System, or the Customer's negligence or willful misconduct, or any of those actions by the Customer's subcontractors, or their employees or agents, while performing their duties under this Agreement, provided that IDEMIA gives Customer prompt, written notice of any such claim or suit. IDEMIA shall cooperate with Customer in its defense or settlement of such claim or suit. This section sets forth the full extent of Customer's general indemnification of IDEMIA from liabilities that are in any way related to this Agreement.

12.3. PATENT AND COPYRIGHT INFRINGEMENT.

12.3.1. IDEMIA will defend at its expense any suit brought against Customer to the extent that it is based on an Infringement Claim, and IDEMIA will indemnify Customer for those costs and damages finally awarded against Customer for an Infringement Claim. IDEMIA's duties to defend and indemnify are conditioned upon: (i) Customer promptly notifying IDEMIA in writing of such Infringement Claim; (ii) IDEMIA having sole control of the defense of such suit and all negotiations for its settlement or compromise; (iii) Customer providing to IDEMIA cooperation and, if requested by IDEMIA, reasonable assistance in the defense of the Infringement Claim.

12.3.2. If an Infringement Claim occurs, or in IDEMIA's opinion is likely to occur, IDEMIA may at its option and expense procure for Customer the right to continue using the Equipment or IDEMIA Software, replace or modify it so that it becomes non-infringing while providing functionally equivalent performance, or grant Customer a credit for such Equipment or IDEMIA Software as depreciated and accept its return. The depreciation amount will be calculated based upon generally accepted accounting standards for such Equipment and IDEMIA Software.

12.3.3. IDEMIA will have no duty to defend or indemnify for any Infringement Claim that is based upon (i) the combination of the Equipment or IDEMIA Software with any software, apparatus or device not furnished by IDEMIA; (ii) the use of ancillary equipment or software not furnished by IDEMIA and that is attached to or used in connection with the Equipment or IDEMIA Software; (iii) any Equipment that is not IDEMIA's design or formula; (iv) a modification of the IDEMIA Software by a party other than IDEMIA; or (v) the failure by Customer to install an enhancement release to the IDEMIA Software that is intended to correct the claimed infringement. The foregoing states the entire liability of IDEMIA with respect to infringement of patents and copyrights by the Equipment and IDEMIA Software or any parts thereof.

SECTION 13. LIMITATION OF LIABILITY

13.1. **IDEMIA LIABILITY.** This limitation of liability provision shall apply notwithstanding any contrary provision in this Agreement. Except for personal injury or death and for indemnification under Section 12.3, IDEMIA's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT IDEMIA WILL NOT be liable for any commercial loss; inconvenience; loss of use, time, data, goodwill, revenues, profits or savings; or other SPECIAL, incidental, punitive, INDIRECT, OR consequential damages IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY IDEMIA PURSUANT TO THIS AGREEMENT.** This limitation of liability will survive the expiration or termination of this Agreement. No action for breach of this Agreement or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of such cause of action, except for money due upon an open account.

13.2. **CUSTOMER LIABILITY.** Customer shall be liable to IDEMIA for all loss of or damage to Equipment, as described in the attached Description of Covered Products, during the term of this Agreement. Customer shall give IDEMIA prompt notification of any such loss or damage. In the event of such loss or damage and upon demand by IDEMIA, Customer shall pay to IDEMIA the cost either, at IDEMIA's option, to repair or to replace the Equipment. Customer shall also be liable for the total value of the System in the event that this Agreement is terminated for any reason prior to the Term of the Agreement as outlined in Section 3.3.

SECTION 14. INSURANCE REQUIREMENTS

14.1. **LIABILITY INSURANCE.** Customer shall obtain, at its expense, and shall at all times during which Equipment is at the Customer's Site or otherwise in Customer's possession or control maintain, comprehensive commercial general/public liability insurance, in broad form including coverage for liability assumed under contract, providing coverage for bodily injury, including death, and property damage of any person or persons, including, but not limited to, agents or employees of Buyer, arising from Equipment or its possession, use, operation, maintenance, storage, transportation, installation, dismantling or servicing, with a combined single limit of not less than \$1,000,000.00. The deductible for the liability insurance shall not exceed \$25,000.00. IDEMIA shall be named as an additional insured, and the liability insurance shall be primary with respect to any other liability insurance maintained by IDEMIA.

14.2. **PROPERTY INSURANCE.** Customer shall obtain, at its expense, and shall at all times during which the Equipment is at the Customer's Site or otherwise in Customer's possession or control maintain, property insurance covering Equipment against all risks, loss or damage, in such form and with such insurers as shall be satisfactory to or specified by IDEMIA, in an amount not less than the full replacement cost of all Equipment. The deductible for the property insurance shall not exceed \$25,000.00. IDEMIA shall be named as an additional named insured and loss payee as IDEMIA's interests may appear upon the property insurance and the property insurance shall be primary with respect to any other property insurance maintained by IDEMIA.

14.4. Customer shall, at least two business days prior to the arrival of Equipment at the Customer's Site, and upon demand by IDEMIA from time to time thereafter, furnish IDEMIA with a certificate of insurance demonstrating that the required insurance coverages are in effect.

14.5. **SUBROGATION.** In the event of any loss or damage to Equipment, in addition to its other rights, IDEMIA will be subrogated to any right of Customer to recover against any person or entity with respect to such loss or damage. Customer will cooperate fully in the prosecution of such rights and will neither take nor permit to be taken any action to prejudice such rights.

SECTION 15. CONFIDENTIALITY, PROPRIETARY RIGHTS, AND RIGHTS IN DATA

15.1. CONFIDENTIAL INFORMATION.

15.1.1. During the term of this Agreement, the parties may provide each other with Confidential Information. For the purposes of this Agreement, "Confidential Information" is any information disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, labeled or identified at the time of disclosure as being confidential or its equivalent; or if in verbal form is identified as confidential or proprietary at the time of disclosure and confirmed in writing within thirty (30) days of such disclosure. Notwithstanding any other provisions of this Agreement, Confidential Information shall not include any information that: (i) is or becomes publicly known through no wrongful act of the receiving party; (ii) is already known to the receiving party without restriction when it is disclosed; (iii) is, or subsequently becomes, rightfully and without breach of this Agreement, in the receiving party's possession without any obligation restricting disclosure; (iv) is independently developed by the receiving party without breach of this Agreement; or (v) is explicitly approved for release by written authorization of the disclosing party.

15.1.2. Each party will: (i) maintain the confidentiality of the other party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing party in writing or as required by a court of competent jurisdiction; (ii) restrict disclosure of Confidential Information to its employees who have a "need to know" and not copy or reproduce such Confidential Information; (iii) take necessary and appropriate precautions to guard the confidentiality of Confidential Information, including informing its employees who handle such

Confidential Information that it is confidential and not to be disclosed to others, but such precautions shall be at least the same degree of care that the receiving party applies to its own confidential information and shall not be less than reasonable care; and (iv) use such Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and shall at all times remain the property of the disclosing party, and no grant of any proprietary rights in the Confidential Information is hereby given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

15.2. PRESERVATION OF PROPRIETARY RIGHTS.

15.2.1. IDEMIA, the third party manufacturer of any Equipment, and the copyright owner of any Non-IDEMIA Software own and retain all of their respective Proprietary Rights in the Equipment and Software. Nothing in this Agreement is intended to restrict the Proprietary Rights of IDEMIA, any copyright owner of Non-IDEMIA Software, or any third party manufacturer of Equipment. All intellectual property developed, originated, or prepared by IDEMIA in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in IDEMIA, and this Agreement does not grant to Customer any shared development rights of intellectual property.

15.2.2. Except as explicitly provided in the Software License Agreement, nothing in this Agreement will be deemed to grant, either directly or by implication, estoppel, or otherwise, any right, title or interest in the Proprietary Rights of IDEMIA. Customer agrees not to modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, or export the Software, or permit or encourage any third party to do so. The preceding sentence shall not apply to Open Source Software which is governed by the standard license of the copyright owner.

15.3 RIGHTS IN DATA

15.3.1. All materials, documents, data or information obtained from the Customer data files or any Customer medium furnished to IDEMIA in the performance of this Agreement will at all times remain the property of the Customer. Such data or information may not be used or copied for direct or indirect use by the IDEMIA after completion or termination of this Agreement without the express written consent of the Customer. All materials, documents, data or information, including copies, must be returned to the Customer at the end of this Agreement.

SECTION 16. MISCELLANEOUS

16.1. TAXES. The Agreement Price does not include any amount for federal, state, or local excise, sales, lease, service, rental, use, property, occupation, or other taxes, assessments or duties (other than federal, state, and local taxes based on IDEMIA's income or net worth), all of which will be paid by Customer except as exempt by law. If IDEMIA is required to pay or bear the burden of any such taxes, it will send an invoice to Customer and Customer will pay to it the amount of such taxes (including any applicable interest and penalties) within twenty (20) days after the date of the invoice.

16.2. ASSIGNABILITY. Customer may not assign this Agreement without the prior written consent of IDEMIA. Any attempted assignment in contravention of this Section 16.2 shall be null and void. IDEMIA may assign this Agreement without the prior written consent of Customer. ,

16.3. SUBCONTRACTING. IDEMIA may subcontract any portion of the work, but such subcontracting will not relieve IDEMIA of its duties under this Agreement.

16.4. WAIVER. Failure or delay by either party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (i) a future or continuing waiver of that same right or power, or (ii) the waiver of any other right or power.

16.5. SEVERABILITY. If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or

portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

16.6. **INDEPENDENT CONTRACTORS.** Each party shall perform its activities and duties hereunder only as an independent contractor. The parties and their personnel shall not be considered to be employees or agents of the other party. Nothing in this Agreement shall be interpreted as granting either party the right or authority to make commitments of any kind for the other. This Agreement shall not constitute, create, or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

16.7. **HEADINGS AND SECTION REFERENCES.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either party.

16.8. **GOVERNING LAW.** This Agreement, and any issues relating hereto or disputes arising hereunder, and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the state of Delaware.

16.9. **ENTIRE AGREEMENT.** This Agreement, including all Exhibits, constitutes the entire agreement of the parties regarding the subject matter hereof and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to such subject matter. This Agreement may be altered, amended, or modified only by a written instrument signed by authorized representatives of both parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each party signs such document.

16.10. **NOTICES.** Notices required under this Agreement to be given by one party to the other must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service with an asset tracking system, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and shall be effective upon receipt:

IDEMIA

CUSTOMER

11951 Freedom Drive, Suite 1800

City of Creve Coeur Police Department

Reston, Virginia 20190

350 N New Ballas Road

ATT: Inside Sales

Creve Coeur, MO 63141

16.11. **COMPLIANCE WITH APPLICABLE LAWS.** Each party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the Equipment.

16.12. **AUTHORITY TO EXECUTE AGREEMENT.** Each party represents to the other that (i) it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; (ii) the person executing this Agreement on its behalf has the authority to do so; (iii) upon execution and delivery of this Agreement by the parties, it is a valid and binding contract, enforceable in accordance with its terms; and (iv) the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any governing authority of the party.

16.13. **APPROPRIATION:** Any party to this Agreement's obligations under this Agreement shall cease immediately, without penalty of further payment being required, in any year for which funding for the subject of this Agreement fails to be appropriated and that party's obligations under this Agreement shall cease immediately without penalty of further payment being required at any time where there are not sufficient authorized funds lawfully available to meet such obligations. Any such party shall give notice of such termination of funding as soon as practicable after it becomes aware of the failure of funding.

16.14. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which shall constitute one and the same document.

16.15. PREVAILING PARTY. In the event of any dispute arising out of the subject matter of this Agreement, the prevailing party shall recover, in addition to any other damages assessed, its reasonable attorneys' fees and court costs incurred in arbitrating, litigating, or otherwise settling or resolving such dispute.

16.16. SURVIVAL OF TERMS. The following provisions shall survive the expiration or termination of this Agreement for any reason: Section 3.4 (IDEMIA Software); Section 3.5 (Non-IDEMIA Software); if any payment obligations exist, Sections 4.1, 4.2 (Agreement Price and Invoicing and Payment), 4.5 (Customer as Bailee) and 4.6 (Authorizing Filing of UCC Statements); Section 10 (Disputes); Section 12 (Indemnification) Section 13 (Limitation of Liability); Section 15 (Confidentiality, Proprietary Rights, and Rights in Data); and all of the provisions in Section 16.

SECTION 17. AGREEMENT EXECUTION

The parties hereby enter into this Agreement as of the Effective Date.

Idemia Identity & Security USA LLC:

NAME ("CUSTOMER")

Signed _____

Signed _____

Name Casey Mayfield

Name Jeffrey Hartman

Title Sr. Vice President Justice & Public Safety

Title Chief of Police

Date _____

Date 11/15/2024

Phone (657) 652-4447

Phone 314-872-2522

Email Noemi Islas noemi.islas@us.idemia.com

Email jhartman@crevecoeurmo.gov

Exhibit A DESCRIPTION OF COVERED PRODUCTS

The following table lists the Products that will be provided by IDEMIA and covered under the Agreement:

IDEMIA LiveScan System Software
FBI Appendix F Certified Tenprint/Palmprint 500PPI Scanner
Computer, monitor, keyboard
Mug Photo Capture
FBI Certified Duplex Card printer (Finger & Palm)
Foot pedal for hands free advancement
Standard Missouri Workflows and Profiles
2-Finger FAST ID
Installation / On-site Training
Freight

Exhibit B STATEMENT OF WORK

This Support Plan is a Statement of Work that provides a description of the support to be performed.

1. **Services Provided.** The Services provided are based on the Severity Levels as defined herein. Each Severity Level defines the actions that will be taken by Seller for Response Time, Target Resolution Time, and Resolution Procedure for reported errors. Because of the urgency involved, Response Times for Severity Levels 1 and 2 are based upon voice contact by Customer, as opposed to written contact by facsimile or letter. Resolution Procedures are based upon Seller's procedures for Service as described below.

SEVERITY LEVEL	DEFINITION	RESPONSE TIME	TARGET RESOLUTION TIME
1	Total System Failure - occurs when the System is not functioning and there is no workaround, such as a Central Server is down or when the workflow of an entire agency is not functioning.	Telephone conference within 1 hour of initial voice notification	Resolve within 24 hours of initial notification
2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems.	Telephone conference within 3 Standard Business Hours of initial voice notification	Resolve within 7 Standard Business Days of initial notification
3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround.	Telephone conference within 6 Standard Business Hours of initial notification	Resolve within 180 days in a Seller-determined Patch or Release.
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow.	Telephone conference within 2 Standard Business Days of initial notification	At Seller's discretion, may be in a future Release.
5	Customer request for an enhancement to System functionality is the responsibility of Seller's Product Management.	Determined by Seller's Product Management.	If accepted by Seller's Product Management, a release date will be provided with a fee schedule, when appropriate.

1.1 **Reporting a Problem.** Customer shall assign an initial Severity Level for each error reported, either verbally or in writing, based upon the definitions listed above. Because of the urgency involved, Severity Level 1 or 2 problems must be reported verbally to the Seller's call intake center. Seller will notify the Customer if Seller makes any changes in Severity Level (up or down) of any Customer-reported problem.

1.2 **Seller Response.** Seller will use best efforts to provide Customer with a resolution within the appropriate Target Resolution Time and in accordance with the assigned Severity Level when Customer allows timely access to the System and Seller diagnostics indicate that a Residual Error is present in the Software. Target Resolution Times may not apply if an error cannot be reproduced on a regular basis on either Seller's or Customer's Systems. Should Customer report an error that Seller cannot reproduce, Seller may enable a detail error capture/logging process to monitor the System. If Seller is unable to correct the reported Residual Error within the specified Target Resolution Time, Seller will escalate its procedure and assign such personnel or designee to correct such Residual Error promptly. Should Seller, in its sole discretion, determine that such Residual Error is not present in its Release, Seller will verify: (a) the Software operates in conformity to the System Specifications, (b) the Software is being used in a manner for which it was intended or designed, and (c) the Software is used only with approved hardware or software. The Target Resolution Time shall not commence until such time as the verification procedures are completed.

1.3 **Error Correction Status Report.** Seller will provide verbal status reports on Severity Level 1 and 2 Residual Errors. Written status reports on outstanding Residual Errors will be provided to System Administrator on a monthly basis.

2. Customer Responsibility.

2.1 Customer is responsible for running any installed anti-virus software.

2.2 Operating System ("OS") Upgrades. Unless otherwise stated herein, Customer is responsible for any OS upgrades to its System. Before installing any OS upgrade, Customer should contact Seller to verify that a given OS upgrade is appropriate.

3. Seller Responsibility.

3.1 Anti-virus software. At Customer's request, Seller will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Seller will respond to any reported problem as an escalated support call.

3.2 Customer Notifications. Seller shall provide access to (a) Field Changes; (b) Customer Alert Bulletins; and (c) hardware and firmware updates, as released and if applicable.

3.3 Account Reviews. Seller shall provide annual account reviews to include (a) service history of site; (b) downtime analysis; and (c) service trend analysis.

3.4 Remote Installation. At Customer's request, Seller will provide remote installation advice or assistance for Updates.

3.5 Software Release Compatibility. At Customer's request, Seller will provide: (a) current list of compatible hardware operating system releases, if applicable; and (b) a list of Seller's Software Supplemental or Standard Releases

3.6 On-Site Correction. Unless otherwise stated herein, all suspected Residual Errors will be investigated and corrected from Seller's facilities. Seller shall decide whether on-site correction of any Residual Error is required and will take appropriate action.

4. Compliance with Local, County, State and/or Federal Mandated Changes. *(Applies to Software and interfaces to those Products)* Unless otherwise stated herein, compliance to local, county, state and/or federally mandated changes, including but not limited to IBR, UCR, ECARS, NCIC and state interfaces are not part of the covered Services.

(The below listed terms are applicable only when the Maintenance and Support Agreement includes (a) Equipment which is shown on the Description of Covered Products, Exhibit A to the Maintenance.)

5. On-site Product Technical Support Services. Seller shall furnish labor and parts required due to normal wear to restore the Equipment to good operating condition.

5.1 Seller Response. Seller will provide telephone and on-site response to Central Site, defined as the Customer's primary data processing facility, and Remote Site, defined as any site outside the Central Site, as shown in Support Plan Options and Pricing Worksheet.

5.2 At Customer's request, Seller shall provide continuous effort to repair a reported problem beyond the PPM. Provided Customer gives Seller access to the Equipment before the end of the PPM, Seller shall extend a two (2) hour grace period beyond PPM at no charge. Following this grace period, any additional on-site labor support shall be invoiced on a time and material basis at Seller's then current rates for professional services.

Exhibit C Payment Schedule

5 year Agreement with 9 x 5 (Monday through Friday, excluding holidays) On-site *Advantage* Solution Maintenance:

- Year 1 payment of \$0 (paid by Missouri State Highway Patrol)
- Year 2 payment of \$6,592 due 12 months after Effective Date of this Agreement
- Year 3 payment of \$6,592 due 12 months after Year 2 payment
- Year 4 payment of \$6,592 due 12 months after Year 3 payment
- Year 5 payment of \$6,592 due 12 months after Year 4 payment

- Cumulative 5 year cost to Customer for services provided by this Agreement = \$26,368

Exhibit D SOFTWARE LICENSE AGREEMENT

In this Exhibit D, the term “Licensor” means Idemia Identity & Security USA LLC (“IDEMIA”); “Licensee,” means the Customer; “Primary Agreement” means the agreement to which this exhibit is attached (Service Agreement); and “Agreement” means this Exhibit and the applicable terms and conditions contained in the Primary Agreement. The parties agree as follows:

For good and valuable consideration, the parties agree as follows:

SECTION 1 DEFINITIONS

1.1 “Designated Products” means products provided by IDEMIA to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 “Documentation” means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 “Open Source Software” means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 “Open Source Software License” means the terms or conditions under which the Open Source Software is licensed.

1.5 “Primary Agreement” means the agreement to which this exhibit is attached (Service Agreement).

1.6 “Security Vulnerability” means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 “Software” (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by IDEMIA; and (iii) may contain one or more items of software owned by a third party supplier. The term “Software” does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

SECTION 2 SCOPE

IDEMIA and Licensee enter into this Agreement in connection with IDEMIA's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license IDEMIA is providing to Licensee, and Licensee's use of the Software and Documentation.

SECTION 3 GRANT OF LICENSE

3.1 Subject to the provisions of this Agreement and the payment of applicable license fees, IDEMIA grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under IDEMIA's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2 If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, IDEMIA will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide

Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

SECTION 4 LIMITATIONS ON USE

4.1 Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2 Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of IDEMIA's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; provided that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3 Unless otherwise authorized by IDEMIA in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto another device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to IDEMIA of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to IDEMIA at the time temporary transfer is discontinued.

SECTION 5 OWNERSHIP AND TITLE

IDEMIA, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by IDEMIA or another party, or any improvements that result from IDEMIA's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by IDEMIA in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in IDEMIA, and Licensee will not have any shared development or other intellectual property rights.

SECTION 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1 If Licensee is not in breach of any of its obligations under this Agreement, IDEMIA warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by IDEMIA solely with reference to the Documentation. IDEMIA does not warrant

that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. IDEMIA makes no representations or warranties with respect to any third party software included in the Software.

6.2 IDEMIA's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If IDEMIA cannot correct the defect within a reasonable time, then at IDEMIA's option, IDEMIA will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3 Warranty claims are described in the Primary Agreement.

6.4 The express warranties set forth in this Section 6 are in lieu of, and IDEMIA disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not IDEMIA knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, IDEMIA disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

SECTION 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without IDEMIA's prior written consent. IDEMIA's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement.

SECTION 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by IDEMIA, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by IDEMIA.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to IDEMIA that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to IDEMIA or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that IDEMIA made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to IDEMIA for which monetary damages would be inadequate. If Licensee breaches this Agreement, IDEMIA may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

SECTION 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS & RESTRICTED RIGHTS LEGEND

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under IDEMIA's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and

Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

SECTION 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain IDEMIA's valuable proprietary and Confidential Information and are IDEMIA's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

SECTION 11 GENERAL

11.1 **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

11.2 **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of IDEMIA and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

11.3 **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Delaware if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

11.4 **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of IDEMIA and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

11.5 **PREVAILING PARTY.** In the event of any dispute arising out of the subject matter of this Agreement, the prevailing party shall recover, in addition to any other damages assessed, its reasonable attorneys' fees and court costs incurred in arbitrating, litigating, or otherwise settling or resolving such dispute.

11.6 **SURVIVAL.** Sections 4, 5, 6.3, 7, 8, 9, 10, and 11 survive the termination of this Agreement.

SECTION 12 MISSOURI STATE HIGHWAY PATROL

The Missouri State Highway Patrol (MSHP) shall be a party to this Agreement for the purposes of this Section only, no other provision of this Agreement shall bind the MSHP in any manner. To the extent any provision of this Section is inconsistent with this Agreement, the provisions of this Section shall control for the purposes of this Section.

12.1 NETWORK CONNECTIVITY. MSHP has verified that Customer has adequate network connectivity. MSHP reserves the right, at its sole discretion, to revoke this certification and take all necessary action, should Customer's network connectivity become non-compliant with applicable standards.

12.2 SYSTEM ACCESS AUTHORIZATION. MSHP has verified that Customer is authorized to connect to the MSHP Criminal Justice Information Service's (CJIS) network. MSHP reserves the right, at its sole discretion, to revoke this certification and take all necessary action, should the Customer's status become non-compliant with applicable standards.

12.3 APPLICABLE LAW. The provisions of this Section shall be governed by the laws of the State of Missouri, except for its choice of law provisions. Any action arising under this Section shall be brought in the County of Cole, Missouri. Any mediation arising from this Section shall be voluntary and only upon written consent of all parties.

12.4 NO PRIVATE RIGHT. This Agreement is between the parties. It does not create nor confer any right or benefit that is substantive or procedural, enforceable by any third party against the parties, or other officers, employees, agents, or associated personnel of the parties. Nothing in this Agreement is intended to restrict the authority of either party to act as provided by law, statute, or regulation, or to restrict any party from administering or enforcing any laws within its authority or jurisdiction.

12.5 INDEMNIFICATION. Nothing in this Section shall be construed to require the MSHP to indemnify any party.

12.6 RISK AND LIABILITY. Each party agrees, to the extent allowed by law, that it will assume all risk and liability to itself and its agents and employees for any cause of action resulting from any operations or conduct of its agents or employees under this Section. Applicable Missouri law shall govern each party's liabilities.

12.7 NO WAIVER OF IMMUNITY. Nothing in this Agreement shall be construed as a waiver by the MSHP, the Missouri Department of Public Safety, or the State of Missouri of any applicable immunity, including sovereign immunity as enjoyed by the State under § 537.600 of the Revised Statutes of Missouri.

12.8 SECTION SUBSERVIENT. Nothing in this Section shall be construed to alter or amend any provision of an existing or future contract between IDEMIA and the MSHP unless expressly stated in writing, with reference to this Section of this Agreement.

12.9 FUNDING. Any promise of funding in this Section shall be subject to availability in the applicable MSHP fund. In the event MSHP funding is inadequate to make any payment under this Section, Customer shall be responsible for all remaining costs. Nothing in this Section shall be read as a promise of funding except as expressly provided herein. In no event shall MSHP

be responsible for ongoing maintenance and upgrade expenses associated with this Agreement.

12.10 PAYMENT. This subsection shall be completed by the MSHP to denote whether funds will be expended from the MSHP fund for this Agreement, indicated by checking the appropriate box below and denoting the funding amounts.

☒ MSHP shall provide payment in the amount of \$__6592.00_____ to IDEMIA, any remainder costs shall be the responsibility of Customer.

☐ MSHP will not be responsible for any funding under this Agreement, all costs shall be billed to customer.

Livescan Expenditure Program Purchase Vs. LSAAS				
Description		Livescan + Printer	Livescan + Camera	Livescan Only
Purchase - Agency Upfront Cost	\$12,961.00	\$11,313.00	\$11,596.00	\$9,948.00
LSAAS - Agency Upfront Cost	\$0.00	\$0.00	\$0.00	\$0.00
Purchase - Total 5 year Cost	\$33,818.70	\$31,313.06	\$31,583.50	\$29,077.86
LSAAS - Total 5 Year Cost	\$32,960.00	\$29,640.00	\$29,570.00	\$26,250.00
Purchase Options				
Description	CT211966001 State Contract Cost	CT211966001 State Contract Cost	CT211966001 State Contract Cost	CT211966001 State Contract Cost
Desktop LiveScan - TP+ PP	\$16,573.00	\$16,573.00	\$16,573.00	\$16,573.00
Mugshot Capture Type 10	\$1,648.00	-	\$1,648.00	-
FBI Duplex Printer	\$1,365.00	\$1,365.00	-	-
Total cost at time of order	\$19,586.00	\$17,938.00	\$18,221.00	\$16,573.00
Appropriation Credit	\$6,625.00	\$6,625.00	\$6,625.00	\$6,625.00
order	\$12,961.00	\$11,313.00	\$11,596.00	\$9,948.00
Future Maintenance Costs				
9x5 Maintenance - Year 1	\$0 - warranty	\$0 - warranty	\$0 - warranty	\$0 - warranty
9x5 Maintenance - Year 2	\$3,402.00	\$3,197.00	\$3,194.00	\$2,989.00
9x5 Maintenance - Year 3	\$3,504.06	\$3,292.91	\$3,289.82	\$3,078.67
9x5 Maintenance - Year 4	\$3,609.18	\$3,391.70	\$3,388.51	\$3,171.03
9x5 Maintenance - Year 5	\$3,717.46	\$3,493.45	\$3,490.17	\$3,266.16
Total Maintenance Costs	\$14,232.70	\$13,375.06	\$13,362.50	\$12,504.86
Total 5 Year Cost	\$33,818.70	\$31,313.06	\$31,583.50	\$29,077.86
(Increase in Maintenance due to 3% increase per state contract per year)				
Livescan As a Service Subscription Options				
Description	CT211966001 State Contract Cost	CT211966001 State Contract Cost	CT211966001 State Contract Cost	CT211966001 State Contract Cost
Desktop/Portable (8x5 maint)	\$5,250.00	\$5,250.00	\$5,250.00	\$5,250.00
Mugshot Capture Type 10	\$664.00	-	\$664.00	-
FBI Duplex Printer	\$678.00	\$678.00	-	-
Total Yearly Subscription	\$6,592.00	\$5,928.00	\$5,914.00	\$5,250.00
Less State Appropriation	\$6,625.00	\$6,625.00	\$6,625.00	\$6,625.00
	\$0.00	\$0.00	\$0.00	\$0.00
Future Subscription Costs				
Subscription Cost - Year 1	\$0 - paid by appropriation	\$0 - paid by appropriation		\$0 - paid by appropriation
Subscription Cost - Year 2	\$6,592.00	\$5,928.00	\$5,914.00	\$5,250.00
Subscription Cost - Year 3	\$6,592.00	\$5,928.00	\$5,914.00	\$5,250.00
Subscription Cost - Year 4	\$6,592.00	\$5,928.00	\$5,914.00	\$5,250.00
Subscription Cost - Year 5	\$6,592.00	\$5,928.00	\$5,914.00	\$5,250.00
Total Future Subscription Costs	\$26,368.00	\$23,712.00	\$23,656.00	\$21,000.00
Total Subscription Costs	\$32,960.00	\$29,640.00	\$29,570.00	\$26,250.00



DPS - Highway Patrol

PURCHASE ORDER**Order Summary****Purchase Order Number:** PV172500741**Account Number:** AC-1**Order Date:** November 08, 2024**Delivery Date:** November 21, 2024**Payment Method:** Invoice**Payment Terms:** NET45**Currency:** USD**FOB Instruction:** DESTINATION**Attachment(s):** [Login to view attachments](#)**Supplier**

Sonia Doner
Idemia Identity & Security USA LLC
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01730
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Phone: 7145752923-
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Buyer Contact**Contract Number:** CT211966001**Bill To Address**

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65102
US
Phone: 5735223816
Fax:
Email: margaret.eichholz@mshp.dps.mo.gov

Ship To Address

Tim Koncki
Creve Coeur Police Dept.
350 N New Ballas Dr.
Creve Coeur, MO
63141
US
Phone: 314-274-2106 Tim Koncki
Fax:
Email: tkoncki@crevecoeurmo.gov

Supplier Part Number	Quantity	Items Back Order	Unit	Unit Price	Total
Idemia LSAAS Replacement Smithville PD	1	0	each (EA)	\$6592.000000	\$6,592.00

Software maintenance and support CJIS Nikki Toerper Idemia LSAAS Replacement Smithville PD

Item Description: Relacement LSAAS Base, Mug Shot, Printer @ \$6592.00

Commodity Code: 81112200**Commodity Description:** Software maintenance and support**Delivery Date :** November 21, 2024**Mail Stop :** 350 N New Ballas Dr.**Transport Information:** Delivery**Shipping Instruction:** Creve Coeur PD**SmartForm:** DiscountIndicator: ; ActualUnitPrice: 6592.000000;

LSAAS CJIS Nikki Toerper Equipment

Special Instructions:

Replacement LSAAS Base & Subscription Base, Mug shot &printer

Total \$6592.00

Attachment(s):
[Login to view attachments](#)

Subtotal (USD)	6,592.00
Estimated Tax (USD)	0.00
Total (USD)	6,592.00

Note: If there is a "*" next to an item's unit price, that indicates that the price has been discounted.

Commissioner of Administration
Certification: I certify that the
obligation represented hereon has
been charged against the
unencumbered balance of the
appropriation and the expenditure
authorized is within the purpose of
the appropriation.

A large, handwritten signature in black ink that reads "Ken Zeller". The signature is fluid and cursive, with a long horizontal stroke at the end.

Terms and Conditions*

This order is subject to the terms and conditions of the referenced solicitation document as well as the Purchase Order Terms and Conditions (Revised 01-26-12) posted at <https://missouribuy.mo.gov/media/pdf/purchase-order-terms-and-conditions>.