



**REGULAR MEETING
AGENDA
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
JULY 28, 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/81007933835>

phone: 1 312 626 6799

Webinar ID: 810 0793 3835

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATION

1. Missouri Registered City Clerk Certification

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

ACCEPTANCE OF THE AGENDA

ANNOUNCEMENTS

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

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

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

CONSENT AGENDA

2. Approval of July 14, 2025, City Council Joint Work Session Minutes

3. Approval of July 14, 2025, Regular Meeting Minutes

BILLS PAYABLE REPORT

For Information Only: Invoices Paid Listing 7/10/25 to 7/23/25

UNFINISHED BUSINESS



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- 4. Bill No. 6175 - An Ordinance repealing Ordinances 1542, 1586, and 2138 and authorizing the issuance of a new Conditional Use Permit for a 1,200 square-foot limited-service restaurant, Jimmy John's, located at 782 North New Ballas Road within Creve Coeur Plaza. Final Reading and Passage.**

Summary: Randy McNulty, of Randy James, Inc., restaurant owner, has submitted an application for a new conditional use permit for a 1,200 square foot Jimmy John's restaurant location at 782 N. New Ballas Road within the Creve Coeur Plaza Shopping Center. No exterior changes are proposed and the hours of operation will be from 10:00 AM to 10:00 PM seven days a week. There will be 16 inside seats in the restaurant and 6 employees at the busiest shift. The property is in the "CB" Core Business zoning district. Jimmy John's is a sandwich shop and the use is classified as a Limited-Service Restaurant (NAICS 722513) which is a conditional use that requires review and final approval by the City Council upon the recommendation of the Planning and Zoning Commission. The Planning and Zoning Commission recommended approval at the July 8th meeting.

- 5. Amended Bill No. 6176 - An Ordinance of the City of Creve Coeur, Missouri, imposing a Use Tax for general revenue purposes at the rate equal to the total local sales taxes in effect for the privilege of storing, using or consuming within the City any article of tangible personal property pursuant to the authority granted by and subject to the provisions of Sections 144.600 through 144.761 RSMO; providing for the Use Tax to be repealed, reduced or raised in the same amount as any City sales tax is repealed, reduced or raised; and providing for submission of the proposal to the qualified voters of the City for their approval at the General Election called and to be held in the City on November 4, 2025. Final Reading and Passage.**

Summary: During the FY26 budget process, the City's Finance Committee recommended placing the use tax on the ballot. The use tax applies to out-of-state purchases where Missouri and local sales taxes are not collected. The cost of providing city services has risen significantly, while city revenue growth is flat, in part due to the shift in retail sales to online shopping. Revenue from the use tax would help fund essential city services, such as residential trash and recycling collection, which is currently provided to homeowners at no cost.

NEW BUSINESS



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- 6. Bill No. 6177 - An Ordinance amending Section 605.040, Subsection C, of the Code of Ordinances of the City of Creve Coeur. First Reading.**

Summary: New state law prohibits cities from requiring businesses owned by people 18 years of age or younger to have a business license.

- 7. Bill No. 6178 - An Ordinance adopting a new Section 130.120 of the City Code of Ordinances regarding whistle-blower protection. First Reading.**

Summary: The ordinance incorporates the state policy of whistleblower protection into the city ethics code.

- 8. Resolution No. 1812 - A Resolution of the City Council of the City of Creve Coeur, Missouri, approving a contract for services with Utility Associates, Inc. for the lease of 45 Body-Worn Cameras and 17 In-Car-Video Cameras for the Police Department.**

Summary: The recommendation is that Creve Coeur Police Department renew a 5-year lease agreement with Utility for In-Car and Body Worn Camera Equipment. This lease would begin in July 2025 Utility for a 5-year term at an annual cost of \$79,159, or a total cost of \$395,795. This recommendation follows a successful 5-year lease with Utility, which began in July 2020 at a total cost over five years of \$324,820. The Utility equipment has met expectations and industry standards, and the vendor's customer support has been responsive in replacing damaged equipment. Additional factors considered in selecting Utility are Secure Mounting, Uniform Integration and Regional Preference.

- 9. Resolution No. 1813 - A Resolution authorizing the City of Creve Coeur to purchase Four 2026 Ford Police Utility Hybrid Vehicles from Broadway Ford Truck Sales Inc. for the total amount of \$196,264.72 pursuant to the current Missouri statewide contract.**

Summary: The Police Department established a plan to purchase four new patrol vehicles annually, which results in a regimented and consistent lifecycle for the entire fleet. The Ford Explorer Hybrid Police Interceptor has been a reliable patrol vehicle offering a balance of performance and fuel efficiency. It is capable of responding in all weather conditions with all-wheel-drive capability, and has sufficient cargo space to meet the demands of the equipment needed for each patrol vehicle. They are the predominant vehicle in the fleet and continue to meet expectations.

- 10. Resolution No. 1814 - A Resolution of the City Council of the City of Creve Coeur, Missouri authorizing the execution of sewer easements, as shown**



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in Exhibit A, with the Metropolitan St. Louis Sewer District at Venable Memorial Park, 10630 Country View Drive, Creve Coeur.

Summary: Staff is requesting City Council's acceptance of the MSD sewer easements as shown and as described on Exhibit A and Council's authorization for City officials to execute the necessary documents within Venable Memorial Park located at 10630 Country View Dr, Creve Coeur, MO. There is a nominal receipt of \$1.00 for these easements.

- 11. Resolution No. 1815 - A Resolution of the City Council of the City of Creve Coeur, Missouri, authorizing the execution of Amendment #2 for the contract with Trekk Design Group, LLC for the second and final phase of engineering design services for the Woodbridge Manor Road Stormwater Management Project for the not-to-exceed amount of \$39,697.00.**

Summary: Resolution requesting the approval and authorization of final engineering design costs for the Woodbridge Manor Road Stormwater Management Project with Trekk Design Group, LLC.

- 12. Resolution No. 1816 - A Resolution of the City Council of the City of Creve Coeur, Missouri, to adopt a revised policy for the Stormwater Management Cost-Share Program for the City of Creve Coeur.**

Summary: City staff recommend changes to the policy for the Stormwater Management Cost-Share Program for the City of Creve Coeur. Proposed changes remove references to the program's pilot phase, add definitions, simplify, clarify, and adjust general program dates to reflect the program's current scheduling.

- 13. Resolution No. 1817 - A Resolution of the City Council of the City of Creve Coeur, Missouri authorizing the execution of a contract with TRC Outdoor for the Olive Blvd. Median Renovations for the not-to-exceed contract sum of \$52,777.77.**

Summary: Staff is requesting that the City Council authorize the execution of a contract with TRC Outdoor for the Olive Blvd. Renovations. The project is included in the CIP for FY2026 in the Capital Fund. \$92,000 was budgeted in account 02-61-71-9510, streets and sidewalks. Staff recommends that \$5,000 in contingency funds be authorized for unforeseen conditions such as irrigation repairs, removal of additional items not originally contemplated during the design, possible poor soil conditions and other possible miscellaneous items.

- 14. Resolution No. 1818 - A Resolution of the City Council of the City of Creve**



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Coeur, Missouri, authorizing the execution of a change order with Ideal Landscape Construction, Inc. for the Venable Park Improvement Project for \$19,560 plus authorization for the City Administrator to approve up to an additional \$40,000.00 of future change orders on the project.

Summary: Public Works staff recommends approval of Change Order #3 in the amount of \$19,560.00 to address necessary modifications to meet Metropolitan St. Louis Sewer District (MSD) requirements, improvements for ADA compliance, and an additional electrical allowance for the new pavilion and the Dr. Venable memorial. Staff further recommends authorizing the City Administrator to approve future change orders for this project in an amount not to exceed \$40,000.00.

15. Resolution No. 1819- A Resolution of the City Council of the City of Creve Coeur, Missouri authorizing the City Administrator to execute the necessary documents for forwarding the project proposal application and to later execute an agreement for a grant-in-aid from the Municipal Park Grant Commission.

Summary: Staff recommends moving forward with the renovation project of the concession and pro shop areas at the Dielmann Recreation Complex and requests that the City Council pass a resolution to commit to the project and the grant, as is required for the grant application. The application will be for \$525,000.

16. Resolution No. 1820 - A Resolution of the City Council of the City of Creve Coeur, Missouri authorizing the execution of a contract with Rolwes Electric for the installation of a new electrical service for the new golf course irrigation booster station for the amount of \$64,417.

Summary: Staff is requesting City Council authorization to enter into a contract with Rolwes Electric for the installation of a new electric service for the new irrigation booster station, in the amount \$64,417, which includes \$5,000 in contingency funds.

APPOINTMENTS

17. Board of Adjustment

BUSINESS FROM MAYOR AND CITY COUNCIL

18. Council Liaison Reports

BUSINESS FROM CITY ADMINISTRATOR



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19. September 8, 2025, Council Meeting

Summary: Discussion about potentially canceling the September 8, 2025, meeting due to expected absences.

20. Dielmann Recreation Complex - Solar Panel System

Summary: Staff will continue a discussion of solar for the Dielmann Recreation Center. Veregy representatives will be present to answer questions regarding the proposed new solar panel system.

21. Stormwater Facility Maintenance Agreement for City-Funded Stormwater Projects Modifications in Special Cases

Summary: City staff is seeking City Council feedback on modifying the Stormwater Facility Maintenance Agreement for City-funded stormwater projects when the residents are receiving no benefit or risk-reduction from the project.

ADJOURNMENT

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

Posted by: _____

Date/Time posted: _____

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



**JOINT WORK SESSION MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
&
ECONOMIC DEVELOPMENT
COMMITTEE
300 NORTH NEW BALLAS RD
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CALL TO ORDER

A work session 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, July 14, 2025, at 6:00 p.m.

ROLL CALL

Mayor Robert Hoffman
Council Member, Ward 1 Donna Spence
Council Member, Ward 2 Nicole Greer
Council Member, Ward 2 Kimberly Norwood
Council Member, Ward 3 David Hoffman
Council Member, Ward 3 Drew Newman
Council Member, Ward 4 Mara Berry
Council Member, Ward 4 Scott Saunders

Council Member, Ward 1 Mark Manlin was absent.

Economic Development Committee members present: Chair Ned Maniscalco, Robert Huekler, Roger Levy, Ramaa Vissa, and Kristy Wei.

Others present: Emily Lohse-Busch, Executive Director of 39 North AgTech Innovation District.

Staff Present: City Administrator Mark Perkins, City Attorney Carl Lumley, Director of Community Development Jason Jaggi, Director of Finance Lori Obermoeller, Assistant City Administrator/ Acting City Clerk Sharon Stott, Director of Recreation Jason Valvero, Captain Jon Romas, and Public Information Officer and Management Analyst Melissa Bradford.

DISCUSSION ITEMS

1. 39 North AgTech Innovation District Update



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Emily Lohse-Busch, Executive Director of 39 North AgTech Innovation District, presented an overview of economic growth and development activities that 39 North has implemented over the past 9-month period, including accomplishments towards key metrics for economic development marketing, business retention and expansion, business attraction, and strengthened relationships with State and Regional Economic Development Organizations (see Exhibits A & B).

Ms. Lohse-Busch provided an update on 39 North, noting enhanced online visibility and expanded marketing tools to promote district businesses and assets. She reported growing developer interest in the area and stated that several companies are actively exploring opportunities to activate the third floor of EDGE@BRDG. The Hub continues to attract agtech firms, with increased membership and sponsorship contributing to deeper district engagement and support for business growth.

She noted that 39 North has improved engagement with companies by streamlining feedback processes and responding to identified needs, particularly the demand for additional graduation space at EDGE@BRDG and nearby locations. Since September 2024, 39 North has hosted over 60 events focused on networking, community identity, and professional development.

Ms. Lohse-Busch stated that increased media coverage, fueled by partnerships, has helped elevate the district's profile as a national leader in agtech and plant science. 39 North has participated in over 25 conferences and events, collaborated with universities, and joined regional panels to promote Creve Coeur as an innovation hub. Notable hosted events include the XPRIZE Moonshot Workshop and the ACG AgTech Investor Conference. In Spring 2025, 39 North played lead roles in the World Agri-Tech Summit and the Global Institute on Innovation Districts in Mexico.

She emphasized the importance of maintaining strong relationships at the state and regional levels, noting that approximately 30–40% of 39 North's funding is currently provided through state grants.

Ms. Lohse-Busch stated that in the coming months, 39 North plans to move forward with activation of the third floor at EDGE@BRDG. A financial guarantee will be required, and reserve funds will be needed. Discussions are underway regarding potential cosigners, including partner organizations and donors.



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ADJOURNMENT

City Administrator Mark Perkins requested to go into Executive Session for Litigation and Personnel. Motion made as requested.

RESULT: APPROVED (UNANIMOUS)

MOVER: Spence

SECONDER: Saunders

AYES: Spence, Greer, Norwood, Hoffman, Newman, Berry, Saunders

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

The meeting adjourned to go into Executive Session at 6:41 p.m.

Submitted by:

Kellie Henke, MRCC
City Clerk

Dr. Robert Hoffman
Mayor



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OVERVIEW

39 North AgTech Innovation District (39 North) is honored to continue to provide Economic Development Services for the City of Creve Coeur, MO. The following report provides to the Mayor and City Council an overview of economic development activities that 39 North has implemented over the past 9-month period (from October 2024 through June 2025) that measurably advance the performance measurements laid out in our joint agreement passed through Resolution No. 1644.

Overall Highlights: July 2025

- Since September 2024, The Hub at 39 North has hosted over 125 unique organizations, a significant increase from just 20 at the time of our last report.
 - The space has been used 621 times for coworking and meetings, with user activity in the first five months of 2025 already reaching 88% of 2024's total volume.
 - Comparing the same timeframes, meeting volume increased by 193%, and total hours of use rose by 187%, reflecting our growing role as a regional convening space.
 - 39 North has organized 25 original events and has supported or co-hosted 38 partner-led events since September, focused on networking, talent development, and community building across the agtech and innovation ecosystem.
- As part of our “platform” model, The Hub has welcomed nationally recognized organizations including XPRIZE Foundation, Becks Flavors, and the Association for Corporate Growth to run their own programming in our space.
 - Since September 2024, over 30 regional agtech and adjacent sector meetings have been hosted at The Hub by external organizations who independently chose 39 North as the gathering place—demonstrating the district’s growing role as a trusted neutral convening space for the region.
- Since fall 2024, we have hosted international delegations from Argentina, Brazil, India, Japan, Denmark, and France, reinforcing 39 North’s visibility on the global stage and interest in Creve Coeur as a destination for innovation.
- In the past nine months, six agtech companies have relocated to the St. Louis region, including five within the 39 North district. This development was highlighted in a STLPR article titled “[AgTech startups see St. Louis as a plant science powerhouse and are moving in](#)” The sixth company expressed interest but could not be accommodated due to lack of available lab space—highlighting the ongoing need for move-in-ready facilities



- In August 2025, we will debut the Plant Science Family Reunion, a first-of-its-kind one-day convening aimed at breaking down silos across industry, academia, civic institutions, and economic development partners to strengthen the regional agtech community.
- To support long-term talent attraction, 39 North staff have visited agtech-focused universities across the country, sharing the benefits of living and working in the Creve Coeur region and raising awareness of local companies and district assets.
- Further, we have partnered with Actalent, a national talent recruitment agency, to promote agtech jobs in the district. This has been widely used since its launch in May 2025, and has contributed to talent retention in Creve Coeur.
- We continue to work closely with the City of Creve Coeur on three major real estate projects:
 - The potential sale and development of 92 acres on the Bayer Campus.
 - The redevelopment of Corporate Square by Bamboo Equity.
 - And the leasing of the third floor at EDGE@BRDG to support continued ecosystem growth.
- As our operations and programming footprint have expanded, we've added two part-time staff members in 2025, bringing our team to five employees total (three full-time and two part-time).

Economic Development Marketing

The City wants to develop appropriate marketing necessary to foster economic development opportunities for the City. The City will work to identify future development sites, and work to complete necessary tasks so that sites are more "ready" for immediate business opportunity availability.

Accomplishments toward key metrics:

- The [39 North website](#) has continuously been updated since July 2024, adding a company district page, which continues to expand our ability to market companies and the assets within the district.
- In partnership with BioSTL, BioGenerator, and Greater St. Louis Inc., 39 North co-developed new marketing collateral highlighting regional agtech companies, real estate assets, and business attraction talking points. These tools are now used widely by regional partners and site selectors.
- Numerous developers have toured sites within the 39 North district, reflecting increased real estate interest. In response, 39 North—in collaboration with the City of Creve Coeur—convened an ad hoc real estate committee in late September, 2024 to explore opportunities and identify viable development paths forward. We have continued to meet with members of that committee one-on-one following that meeting to discuss potential opportunities.
- 39 North is actively working with Harrison Street (owners of EDGE@BRDG) and other partners to secure and activate the third floor of the building. This would meaningfully expand The Hub's footprint and address the long-standing need for graduation space among scaling agtech companies. It is our hope that within the next 60 days we will have terms in place and be working toward a lease.
 - Several companies—including those currently located outside of Creve Coeur—have already expressed interest in leasing space on the third floor, potentially resulting in new business attraction to the city if the project moves forward.
- The Hub continues to serve as a powerful business development tool. Through new membership options, agtech companies from across the region are spending more time in Creve Coeur and actively exploring relocation or expansion into the district.
 - Since September 2024, 12+ organizations have joined The Hub as sponsors, further validating the space as a cross-sector platform. Notably, several sponsors are located outside of Creve Coeur and have since increased their presence and interest in the district.



- 39 North has initiated survey efforts with district companies and Hub sponsors to better assess the economic development impact of the district—including metrics such as jobs created, capital raised, and business growth.
- This increase in demand, paired with the foundational real estate studies (Graduation Space Study and PGAV Conditions Analysis), further positions 39 North to support the City in identifying and capitalizing on new development opportunities tied to business attraction, retention, and growth.

Business Retention and Expansion

The City wants to ensure existing businesses thrive and remain or expand in the City. 39N shall solicit regular feedback from existing businesses to determine how they can best be served and how programs can be developed to leverage their assets and the assets of other similar businesses and the assets of the City and the District. 39N shall develop concepts which promote existing business within the District.

Accomplishments toward key metrics:

- We've formalized regular feedback channels with companies by embedding surveys into the newsletter and tracking outreach and email responses through a CRM system. This allows us to archive touchpoints, monitor engagement, and respond to evolving needs in real-time.
 - The need for graduation space remains the top concern voiced by companies in the district. We are working to address this via potential activation of the third floor at EDGE@BRDG, while continuing to track opportunities at the 92-acre Bayer parcel and the Bamboo Equity building on Corporate Square for longer-term solutions.
 - In response to company feedback around food access and convenience, we've increased the frequency of food trucks visiting the district, including trucks from Creve Coeur-based establishments, helping generate foot traffic and new business for local eateries while fostering informal gathering points within 39 North. Similarly, we've partnered with a local coffee vendor to bring an alternative coffee option to the district on select days, offering added value and variety for employees, coworkers, and visitors.
- 39 North has expanded its event programming, hosting 25 events organized directly and 38 events in partnership with other organizations since September 2024. These events continue to build meaningful connections and shared identity across the district.
 - We regularly host Coffee with Colleagues, Community Happy Hours, and Community Lunch Breaks, which have consistently drawn 50–70 attendees per event, providing informal networking opportunities and helping individuals connect across company lines.
 - New community-building events added this year include Trivia Nights, Board Game Nights, and raffles for shared cultural experiences such as tickets to The MUNY, Fabulous Fox Theatre, and Busch Stadium—activities that help strengthen the social fabric of the innovation district.
 - Attendance data suggests an average of one company represented for every 2–3 attendees, underscoring the value of these gatherings in encouraging interaction between people from different buildings, sectors, and organizations across the 39 North footprint.
 - We've also launched professional development workshops focused on upskilling district talent—offering training and resources that support leadership growth, technical learning, and workforce retention for companies based in Creve Coeur.
- 39 North has begun coordinating and securing exclusive perks for companies in the district and sponsors of The Hub. These benefits currently include hotel discounts, talent recruiter services, and access to childcare, with active efforts underway to secure discounts for pet care and scientific equipment vendors—all aimed at making it easier for companies to attract and retain top talent.



- Introductions between companies, researchers, investors, and civic partners occur weekly, and while too numerous to fully quantify, this remains one of 39 North's most recognized value-adds. 39 North continues to serve as a convener and connector for the agtech ecosystem, routinely bringing new stakeholders into the City of Creve Coeur.
- We've expanded company signage and sponsor banners throughout The Hub, which have been cited by district companies as a professional asset when hosting investors, board members, or external partners.
- New working groups and collaborations have emerged organically through 39 North:
 - An ad hoc real estate committee, co-organized with the City of Creve Coeur, is helping advise on development priorities.
 - A group of new plant science faculty from Danforth Center, SLU, WashU, and UMSL now hold quarterly meet-ups at The Hub to exchange ideas and strengthen academic-industry ties.

Business Attraction

39N shall take steps necessary to ensure that the District competes at local, state, national, and international levels for prospective businesses. In addition, 39N shall actively promote the District at the state, national, and international levels, particularly to companies in the innovation and the agribusiness, agtech and agri-food sectors. 39N acknowledges the City desires to attract jobs with higher skills, higher wages, and higher benefits, and 39N will pursue companies in the targeted sectors that meet those goals.

Accomplishments Toward Key Metrics:

- In partnership with STLPR, STLMag, and other media outlets, we've helped generate press and warm introductions for stories on agtech innovation in the district. Most notably, 39 North and its companies were featured in [this STLPR piece](#) highlighting the region's continued dominance as a plant science powerhouse.
- In 2025, 39 North launched two ongoing marketing campaigns—"Hub Happenings" and the "District Dispatch"—to better showcase district activity and strengthen community engagement across Creve Coeur and the broader St. Louis region.
 - *Hub Happenings* is a biweekly, backward-looking highlight series shared on LinkedIn that averages 1,500 impressions per post, spotlighting how The Hub and district assets are being actively used.
 - *District Dispatch* is a biweekly email newsletter reaching over 2,000 agtech professionals across the region, featuring perks, events, and community-generated stories. Similar to the "Neighborhood News," which this has replaced in June 2025, our open rates hover around 30% and click rates around 5%.
- 39 North continues to track metrics on social media and website, increasing this capability in early 2025. The increased metric tracking in conjunction with more routine amplification of the district initiatives, companies, and assets, has resulted in heavy growth since September 2024.
 - From the last report:
 - Website views have gone from 3,712 to 13,662 (a ~355% increase).
 - Website visits have gone from 4,571 to 7,175 (a ~57% increase).
 - LinkedIn Followers have gone from 1,822 to 2,540 (a ~39% increase).
 - LinkedIn Impressions have gone from 24,333 to 88,095 (a ~ 262% increase).
 - Instagram Followers have gone from 377 to 507 (a ~34.5% increase).
 - Instagram Impressions have gone from 3,553 to 4,213 (a ~18.5% increase).



SEMI-ANNUAL METRICS REPORT TO THE CITY OF CREVE COEUR

JULY 11, 2025

- Since September 2024, 39 North staff have spoken at over 25 conferences and events, showcasing the district's momentum and positioning Creve Coeur as a key innovation hub in the agri-food and agtech sectors. Highlights include:
 - Plant and Animal Genome Conference (San Diego, CA): Reached an international audience of approximately 1,500 scientists, presenting 39 North as a global destination for plant science and innovation.
 - University Outreach to Top Plant Science Programs: Engaged with approximately 250 graduate students and postdocs through campus visits to: University of Georgia, Michigan State University, and University of Missouri, with a virtual talk at the University of Florida.
 - Additionally, we hosted student groups from Virginia Tech and the University of Kentucky, giving them a firsthand look at the agtech assets in Creve Coeur.
 - Regional Events & Panels across the St. Louis metro area, where we spotlighted 39 North's role in business attraction, talent development, and civic innovation. These include: Missouri Technology Corporation (MTC) sessions, BioSTL ReACH summit, and U.S. Soybean Board (USB) retreat. 39 North also played a significant role in moderating panels for AgDisruptor Day during TechSTL Week
- 39 North worked closely with partners to host two major events in Creve Coeur, drawing attendees from across the country and around the world:
 - On October 14–15, 2024, we partnered with XPRIZE to host a Moonshot Workshop on the Future of Agriculture. This exclusive, invite-only event brought together 50–60 global experts in agriculture and plant science for two days of visionary discussion and strategic planning at The Hub.
 - On October 21–22, 2024, we partnered with the Association for Corporate Growth (ACG) to host their AgTech Investor Conference at 39 North, welcoming 150–200 investors, entrepreneurs, and industry leaders from across the U.S. to explore emerging agtech opportunities in Creve Coeur. We will repeat this event in October of 2025.
- In Spring 2025, we took a leadership role in two major international conferences:
 - **World Agri-Tech SF** - In collaboration with Greater St. Louis, Inc., 39 North led the #STLMade efforts in San Francisco for the 2025 World Agri-Tech Summit from March 9-11. As part of the efforts, St. Louis had two booths at the event, one in the main exhibition area and one in the startup arena. We also moderated a panel featuring four St. Louis startups and investors titled "From Seed to Scale: Driving Agrifood Innovation in the Heartland".
 - **Global Institute on Innovation Districts** - In mid-April, we traveled to Monterrey, MX to attend the Global Institute on Innovation Districts (GIID) Annual Summit along with partners from Cortex. The Summit brought together 50 innovation districts from 38 countries to have discussions about programming, financing, placemaking, and partnership. It was an excellent opportunity to highlight the global nature of agtech innovation. We are currently communicating with our partners at Cortex and the leaders at GIID to plan an international convening in St. Louis, which will highlight 39 North.
- We have also worked closely with the Saint Louis Science Center to amplify the presence of 39 North companies in its exhibits and programming. This partnership is ongoing and designed to build public awareness of regional innovation and elevate the visibility of Creve Coeur-based agtech firms.
- 39 North is regularly featured on local and national media outlets. Some recent examples of press about 39 North and the companies in our District include:



SEMI-ANNUAL METRICS REPORT TO THE CITY OF CREVE COEUR JULY 11, 2025

- o [AgTech startups see St. Louis as a plant science powerhouse](#) – STL Public Radio explores the influx of high-growth agtech companies into the district
- o [St. Louis hosts high-profile agtech exchange with Argentina](#) – BioSTL recaps international delegation visit to 39 North.
- o [St. Louis agtech companies showcase a thriving local scene](#) – St. Louis Magazine highlights 39 North's presence at World Agri-Tech.
- o [Solis Agrosiences acquires Ferris Genomics](#) – Official press release detailing Solis' acquisition of Ferris Genomics, strengthening its capabilities in genomics and bioinformatics.
- o [Ostara names new CEO after relocating to St. Louis](#) – St. Louis Business Journal reports on Ostara's executive leadership change following their move to the EDGE@BRDG building in Creve Coeur.

Strengthened Relationship with State and Regional Economic Development Organizations

These organizations are assets to the City's economic development efforts. Fostering relationships with these organizations will provide a competitive advantage at the state and regional level and ensure that the City receives feedback from prospective companies about what the City can do to provide an attractive business package. 39N shall serve as the primary point of contact for the City for economic development related purposes in the District.

Accomplishments Toward Key Metrics:

We have had success engaging on both the state and regional levels thus far, and will continue to enhance these relationships for the rest of 2025 and into 2026.

- We have now received two grants from the Missouri Technology Corporation (MTC), one through their MOBEC program and one through their Infrastructure Grant program. This continued investment strengthens our relationship with the State.
 - o In July, 39 North is hosting the MTC Quarterly Board meeting at The Hub, which will bring economic development and innovation leaders from across the state to Creve Coeur for the day-long session.
- We work regularly with partners at the World Trade Center (their Executive Director, Tim Nowak, is on the 39 North Board of Directors), Missouri DED, Greater St. Louis, Inc. (through 39 North Board member Geoffrey King, and Maggie Kost GSL's Business Attraction Lead), and others on business attraction and retention. We are also working actively with each of these partners to help enhance the package available for agtech and agri-food tech companies.
 - o We are in the process of developing a joint MOU with Greater St. Louis, Inc. focused on business attraction.

Conclusion

39 North continues to expand rapidly in our reach and our impact. We have greatly appreciated our active partnership with the City of Creve Coeur and look forward to continuing to partner on opportunities related to business attraction, retention, growth, and economic impact.



Overview of 39 North

39 North AgTech Innovation District is emerging as a vibrant innovation district in the City of Creve Coeur, MO with an audacious goal to make St. Louis the region of choice for companies and innovators who are creating technology to feed, build, and fuel the future. The district plays a critical role for agtech and agri-food tech innovators by driving meaningful connections between scientists, start-ups, students, investors, and companies that help accelerate the pace of discovery, innovation, and growth.

39 North was formed with the strong belief that while St. Louis has had an immense impact on agriculture and agtech for decades, the opportunity for the region to be a global leader in the future of agtech and agri-food tech is even more promising. By leverage the region's proximity to farms and food producers, our world-class research institutions and our vibrant innovation sector, St. Louis can be a powerful force in creating, attracting, and retaining the most promising agtech and agri-food tech innovators and companies in the world. Ideas that are born and thrive in the 39 North community will continue to make the global agtech/agri-food tech sector more secure, agile and sustainable.

39 North exists to ORGANIZE, ACTIVATE, and BUILD a community of agtech and agri-food tech innovators in Creve Coeur, MO unmatched anywhere in the world. We are a part of a robust and thriving St. Louis ecosystem, and our role is to:

- Create a world-class innovation district in Creve Coeur, MO by building a full continuum of spaces, places, and connective tissue for agtech and agri-food tech creators.
- Tell the powerful story of St. Louis' vibrant and growing agtech and agri-food tech sectors to attract and retain talent and companies from around the world to call St. Louis home.
- Bring people together in Creve Coeur, MO through events and convenings to support a collaborative, vibrant environment within the district and encourage the exchange of ideas and opportunities.
- Create meaningful connections with and support the growth of companies within 39 North and throughout the region.
- Catalyze and support innovative and creative pilots and projects related to agtech/agri-food tech, both locally and in partnership with like-minded organizations around the world.

Report respectfully submitted on Friday, July 11, 2025 by Emily Lohse-Busch, Executive Director.

Signed _____



City of Creve Coeur: Update

July 14, 2025





Economic Growth Stats

- In 2022, the annual economic impact of the Danforth Center, Helix Center, and BRDG Park was over \$480 million (*Greater St. Louis, Inc. Economic Study*)
- Currently, the Helix Center houses 22 early-stage agtech companies, employing approximately 80 people.
- Current Helix Center companies have raised over \$45 million in outside capital (if past Helix Center companies are added, the number of employees increases by over 200% and the capital raised increases to over \$500 million.)
- Since Q4, 2024, 6 net-new agtech companies have moved to St. Louis, 5 of which are based in 39 North

“Nearly two years after the 39 North AgTech Innovation District formally became an independent nonprofit, the district is beginning to bolster and attract related startups to the St. Louis region.”

- STLPR, **“AgTech startups see St. Louis as a plant science powerhouse and are moving in.” April 2025**



An Attractor, Convener, and Connector

Since The Hub was opened in June of 2024, we've tracked the following metrics:

- 39 North has hosted 48 events in the space within 1 year of opening
- 125 unique agtech companies and organizations have hosted meetings and events in The Hub
- 440 convenings have been hosted to connect the regional ecosystem and better support commercialization of regional innovation
- In addition, 33 agtech-focused gatherings (not hosted by 39 North) chose The Hub as their venue of choice
- Comparing eight months of use in 2024 (May–Dec) to just the first five months of 2025 (Jan–May):
 - User group volume has reached ~88% of the previous year's total
 - Meetings have increased by ~193%
 - Total hours of use have increased by ~187%



HIGHLIGHTS



Moonshot Workshop

Highlights:

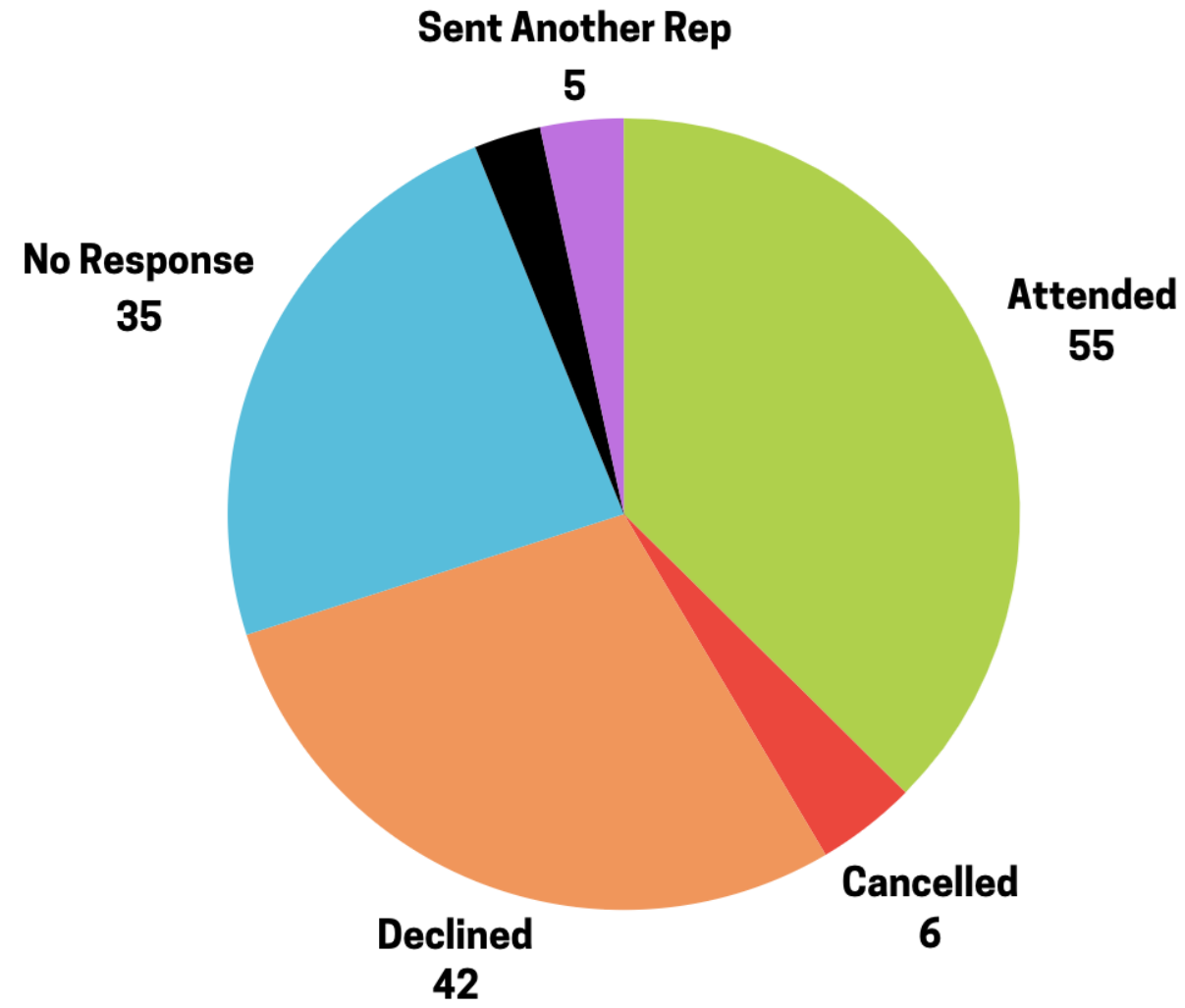
- First crop agriculture workshop in XPRIZE's 30 year history.
- First major platform event for 39 North, quickly followed by our second (ACG).
- First interaction with 39 North and/or The Hub for many attendees (workshop & happy hour).
- Using The Hub as a “conferencing center” by bringing in rounds



Hosted in the 39 North AgTech Innovation District, St. Louis, MO.



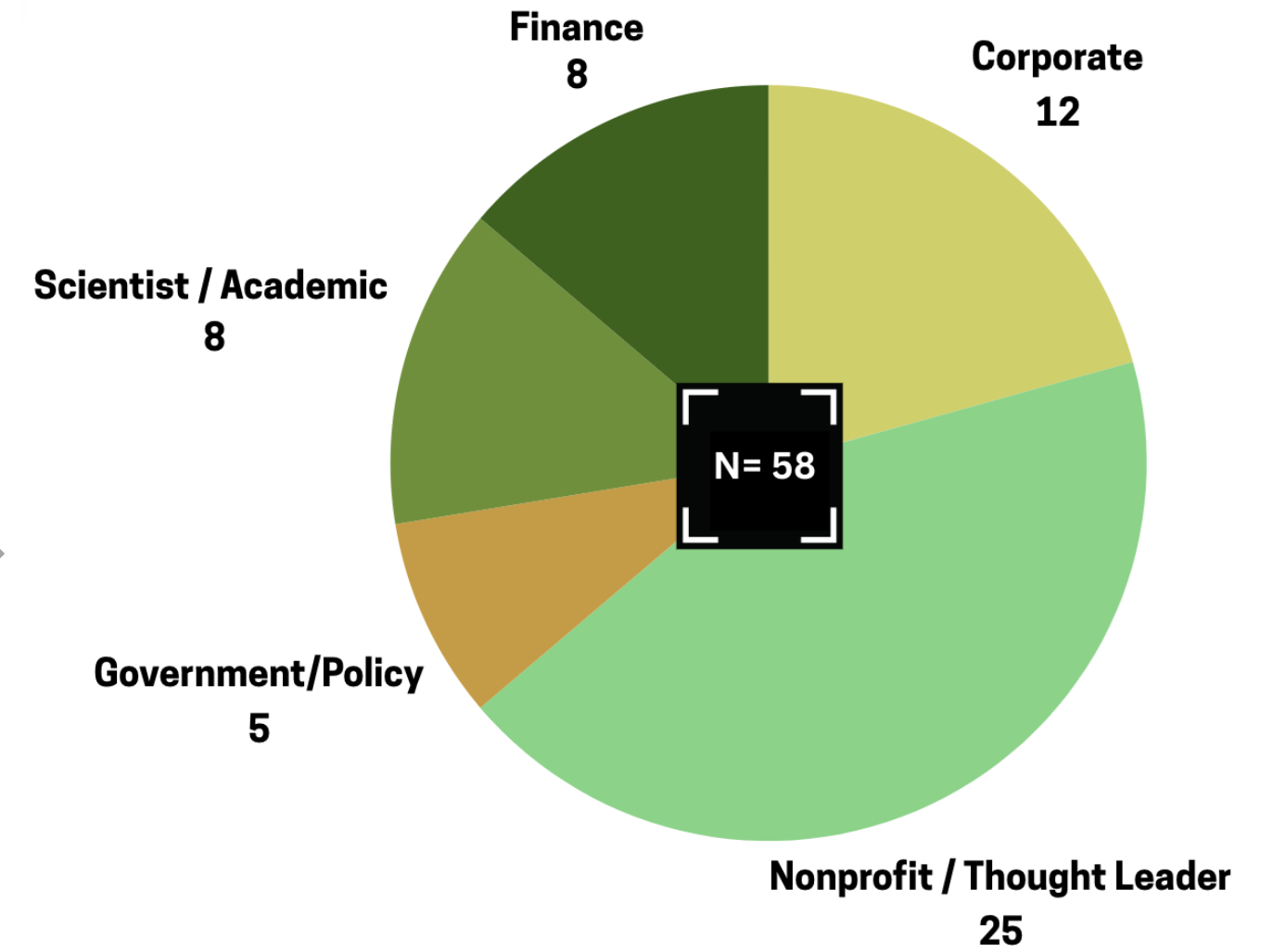
Attendance



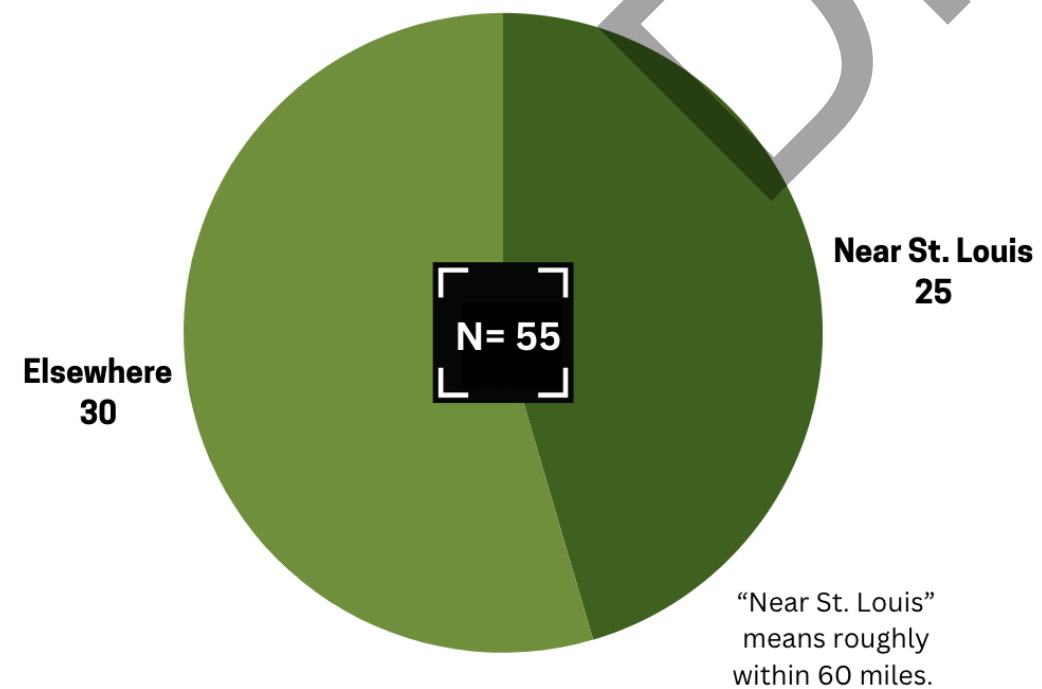
Moonshot Workshop

KEY METRICS

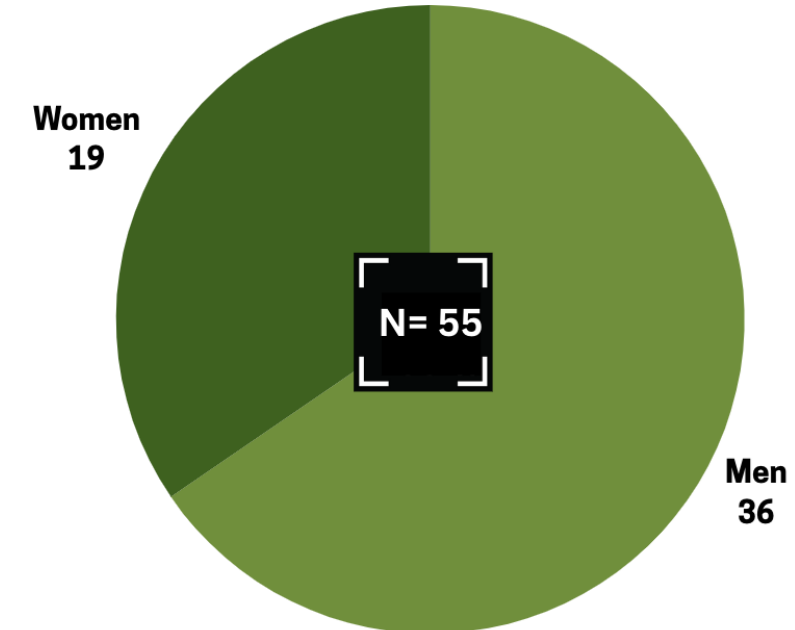
Stakeholder Group



Location



Gender





ACG AgTech

CONFERENCE

Presented by ACG St. Louis

In partnership with





Key Stats:

- First time ACG has hosted this national conference in St. Louis
- Over 120 attendees from all over North America
- Exhibition space for 39 North companies
- First time many attendees had visited St. Louis

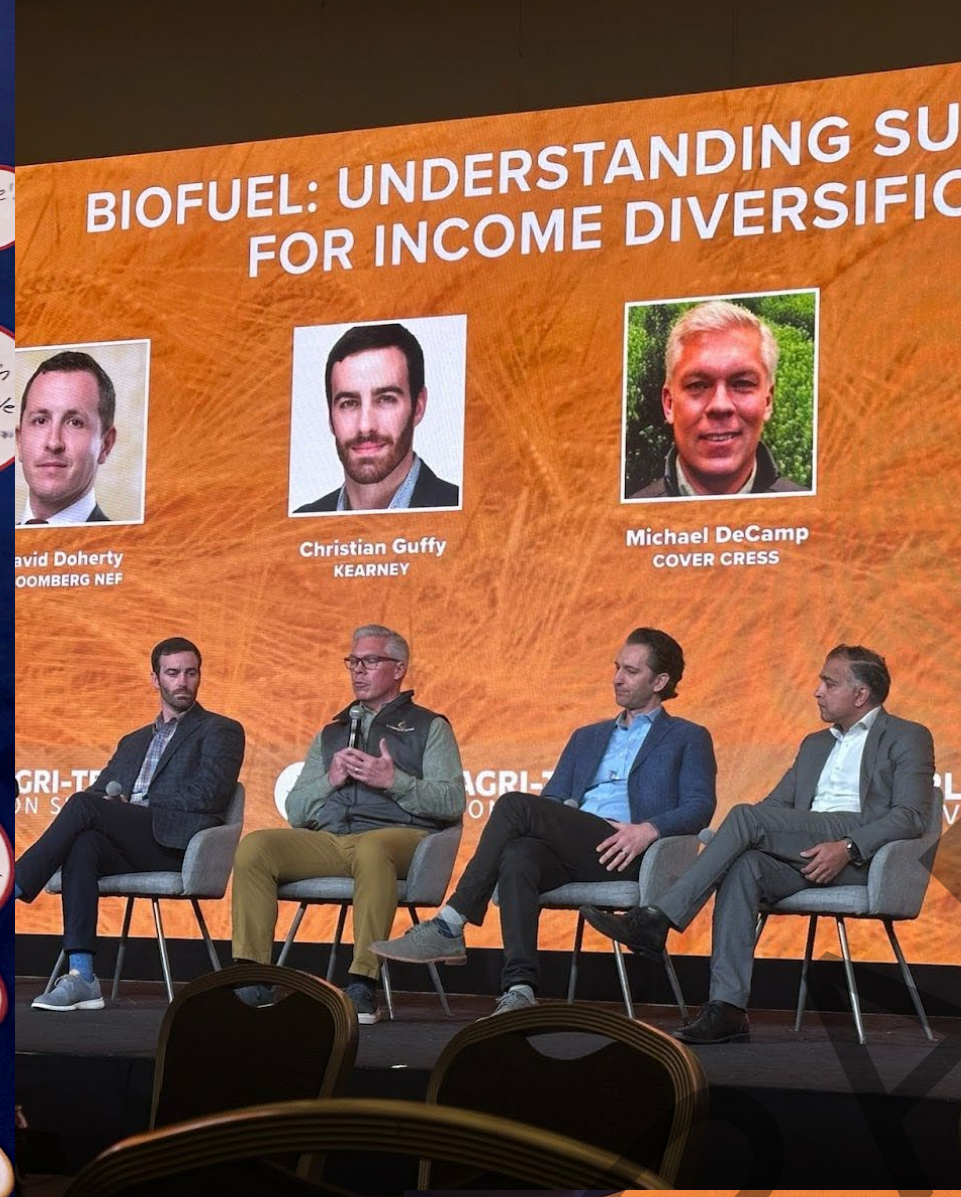
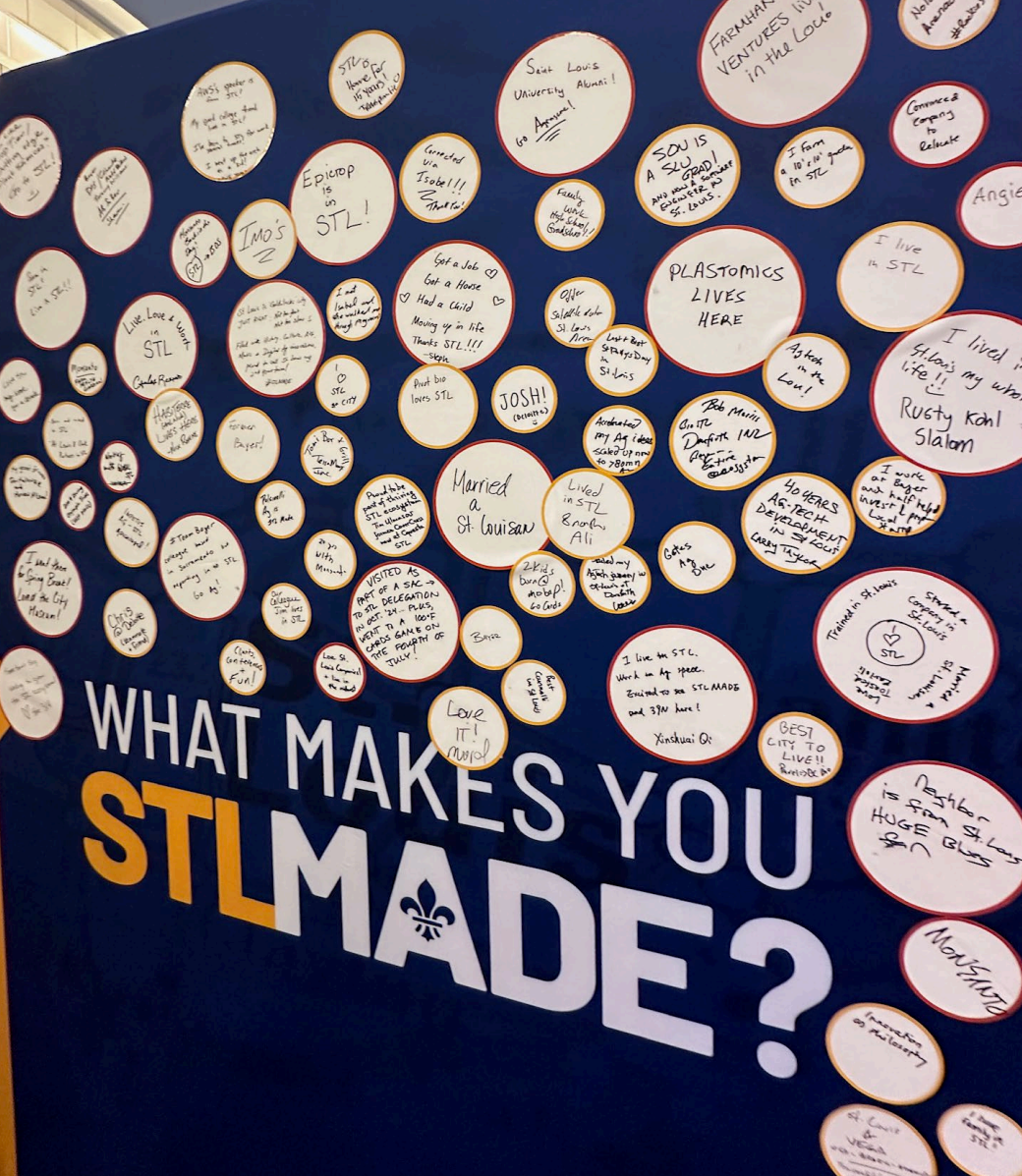




Outcomes:

- ACG is hosting their 2025 AgTech Conference in 39 North again, on Oct. 6-7
- Some key stakeholders who attended the event have reached out to return to St. Louis to learn more about investing in companies here

LEADING NATIONAL OUTREACH



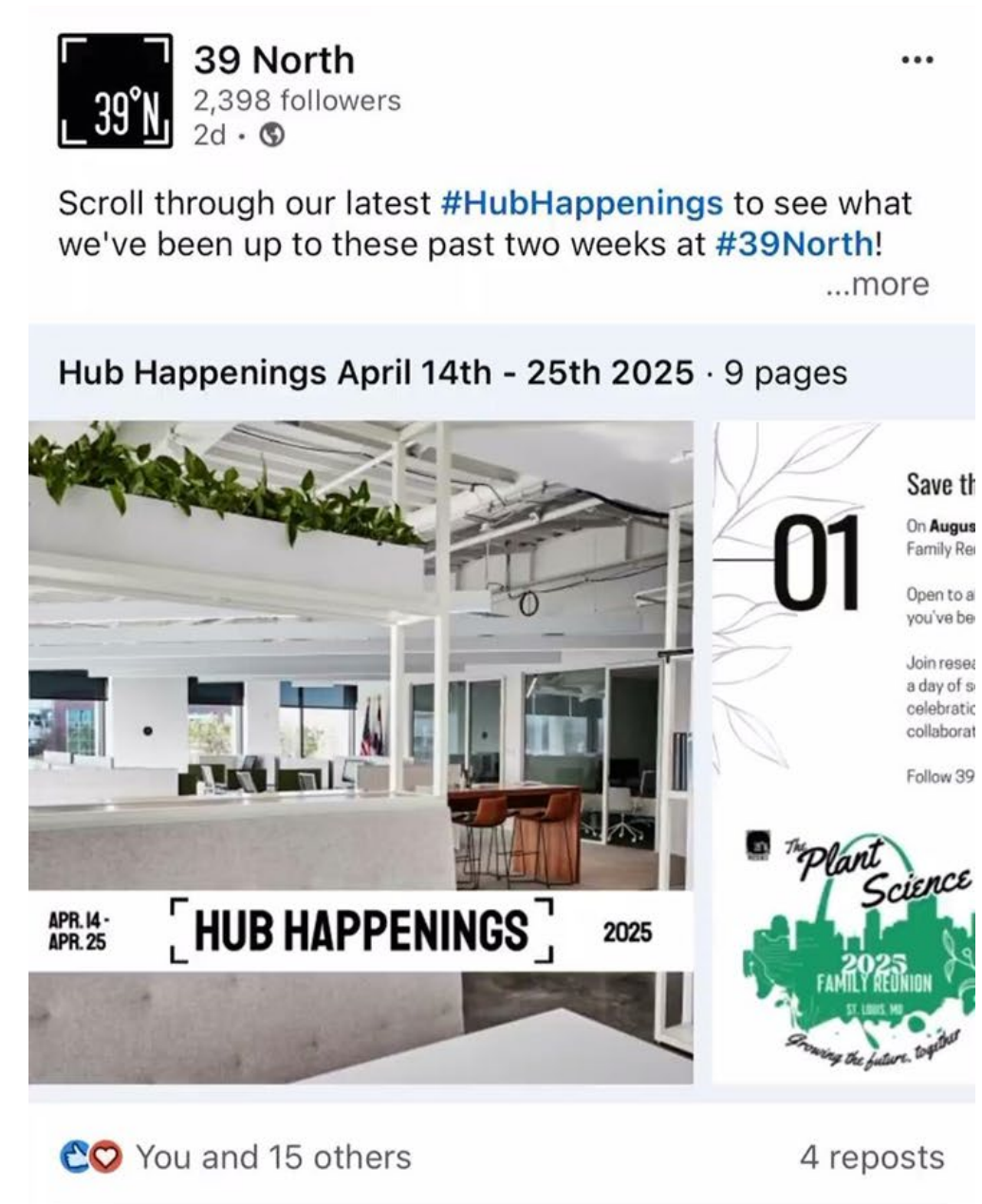


39 NORTH EVENTS



DISTRIBUTION CAMPAIGNS

- **Hub Happenings** – A bi-weekly, backward-looking campaign highlighting 39 North (organization) impact and reach. These have been well received.
- **District Dispatch** - A bi-weekly, forward-looking campaign to better highlight ongoing developments, perks, and events.
 - This will be a great avenue for original content (e.g., interviews, company / individual highlights, and thought-leadership).
 - More consistent content creation & distribution will drive up engagement and reach.
- **Revamped Website** - Offering dynamic user experience, improved resource access, and searchable tools. The target launch time frame is June-July 2025.



Next Steps: EDGE@BRDG Opportunity

Master lease some combination of the 2nd, 3rd, and/or 4th floors

Missional Value

- Offer move-in ready space for agtech startups/scaleups to work side by side with shared space and equipment.
- Add 50-person classroom/training room space for meetings/convenings.
- Operate event space on 3rd floor, kitchen, accommodates 150-200 guests.
- **Deliver on goal for 39 North since day one – to provide “graduation” lab/office options for agtech companies within district. Faster and cheaper than expected – powerful message.**

Financial Model

- **Subleases** directly to agtech companies for designated square footage.
- **Tiered membership model** in which companies and individuals pay an annual fee for access to The Hub (shared desks, conference rooms, etc.).
- **Grants and tax-deductible donations** from funders who are invested in 39 North’s vision to build a vibrant hub of agtech innovation in this region.



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CALL TO ORDER

A regular meeting of the City Council of the City of Creve Coeur was called to order by Mayor Robert Hoffman at the City Council Chamber, 300 North New Ballas Rd, City of Creve Coeur Government Center, Creve Coeur, MO 63141 on Monday, July 14, 2025, 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 (via Zoom)
Council Member, Ward 1 Donna Spence
Council Member, Ward 2 Nicole Greer
Council Member, Ward 2 Kimberly Norwood
Council Member, Ward 3 David Hoffman
Council Member, Ward 3 Drew Newman
Council Member, Ward 4 Mara Berry
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, Assistant Director of Public Works/City Engineer Steven Berecz, Assistant City Administrator/Acting City Clerk Sharon Stott, Director of Recreation Jason Valvero, Captain Jon Romas, and Public Information Officer and Management Analyst Melissa Bradford.

COMMENTS FROM THE GENERAL PUBLIC

No one requested to speak.

ACCEPTANCE OF THE AGENDA

Council Member Saunders made a motion, seconded by Council Member Hoffman, to move Item No. 2 to Item No. 8A.

RESULT: AMENDMENT APPROVED (UNANIMOUS)

MOVER: Saunders

SECONDER: Hoffman

AYES: Manlin, Spence, Greer, Norwood, Hoffman, Newman, Berry, Saunders



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

RESULT: APPROVED AS AMENDED (UNANIMOUS)

MOVER: Saunders

SECONDER: Hoffman

AYES: Manlin, Spence, Greer, Norwood, Hoffman, Newman, Berry, 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

CONSENT AGENDA

RESULT: APPROVED (UNANIMOUS)

MOVER: Saunders

SECONDER: Greer

AYES: Manlin, Spence, Greer, Norwood, Hoffman, Newman, Berry, Saunders

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

- 1. Approval of June 23, 2025, Regular Meeting Minutes**

BILLS PAYABLE REPORT

For Information Only: Invoices Paid Listing 6/18/25 to 7/9/25

UNFINISHED BUSINESS

- 2. Bill No. 6174- An Ordinance accepting the dedication of Mary Meadows Lane and authorizing construction pursuant to the Mary Meadows Street Repair and Improvement Project. Final Reading and Passage.**

Item No. 2 moved to Item No. 8A.



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NEW BUSINESS

- 3. Bill No. 6175 - An Ordinance repealing Ordinances 1542, 1586, and 2138 and authorizing the issuance of a new Conditional Use Permit for a 1,200 square-foot limited-service restaurant, Jimmy John's, located at 782 North New Ballas Road within Creve Coeur Plaza. First Reading.**

Acting City Clerk read Bill No. 6175 for the first time.

Director of Community Development Jason Jaggi provided an overview of the application, noting that while the floor plan was inadvertently omitted from the agenda packet for this meeting, it will be included in the materials for the second reading.

In response to a question from Council Member Greer, Mr. Jaggi explained that the previous ordinance notes are being repealed to ensure that the current Conditional Use Permit standards are accurately reflected.

Acting City Clerk confirmed with the Council that Item No. 2 under Unfinished Business would be moved to Item 8A.

- 4. Bill No. 6176 - An Ordinance of the City of Creve Coeur, Missouri, imposing a Use Tax for general revenue purposes at the rate equal to the total local sales taxes in effect for the privilege of storing, using or consuming within the City any article of tangible personal property pursuant to the authority granted by and subject to the provisions of Sections 144.600 through 144.761 RSMO; providing for the Use Tax to be repealed, reduced or raised in the same amount as any City sales tax is repealed, reduced or raised; and providing for submission of the proposal to the qualified voters of the City for their approval at the General Election called and to be held in the City on November 4, 2025. First Reading.**

Acting City Clerk read Bill No. 6176 for the first time.

City Administrator Mark Perkins reviewed the recommended language in Section 3 of the ordinance to be used on the election ballot and emphasized the importance of specifying how the use tax revenue will be utilized. City Attorney Carl Lumley added that the ballot language has been structured in accordance with state statute.

Council Member Saunders asked whether including specifics on what would actually be taxed had been considered. Mr. Perkins responded that, due to the allowable word count and the need to explain how the money will be used, there may not be sufficient



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space to include those details on the ballot. However, he agreed that public education regarding the specifics will be an important part of the education process.

Council Member Spence inquired whether the state would be placing anything on the upcoming November ballot. Mr. Perkins and Mr. Lumley stated they were not aware of any such measures at this time.

Council Member Manlin asked if the St. Louis County Board of Elections reviewed and approved the proposed ballot language. Mr. Lumley explained that there is no formal approval process, but the language was provided to the Board, and they did not express any concerns. He clarified that the word count limitation is intended to avoid a ballot that would extend to multiple pages. Council Member Manlin also asked whether the City would be obligated to use the revenue solely for the purposes listed on the ballot. Mr. Lumley confirmed that the ballot language includes provisions that allow for flexibility in how the funds may be used.

Mr. Perkins provided an overview of the Use Tax Communication Plan, drafted by staff, that was provided to the Council at the dais (see Exhibit A), and welcomed any suggestions to effectively communicate the ballot measure.

Council Member Greer noted that there was a recent state ballot measure titled Proposition A, which may cause confusion among voters.

5. Resolution No. 1807- A Resolution of the City Council of the City of Creve Coeur, Missouri, authorizing the execution of a contract with Sweetens Concrete Services for the Old Ballas Road Reconstruction Project for the not-to-exceed contract sum of \$311,311.31.

Acting City Clerk read Resolution No. 1807.

Assistant Director of Public Works/City Engineer Steven Berecz provided an overview of the contract and highlighted Civil Engineer Kevin Mulligan's suggestion to bid the project now, rather than waiting until next spring, due to a delay in the Craig Road Project.

RESULT: APPROVED (UNANIMOUS)

MOVER: Saunders

SECONDER: Hoffman

AYES: Manlin, Spence, Greer, Norwood, Hoffman, Newman, Berry, Saunders



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

- 6. Resolution No. 1808 - A Resolution of the City Council of the City of Creve Coeur, Missouri, authorizing the execution of a contract with Brady Construction Inc. for the Lake School Park Restroom Conversion Project for the not-to-exceed lump sum amount of \$95,130.00.**

Acting City Clerk read Resolution No. 1808.

Assistant Director of Public Works/City Engineer Steven Berecz provided an overview of the contract.

RESULT: APPROVED (UNANIMOUS)

MOVER: Hoffman

SECONDER: Saunders

AYES: Manlin, Spence, Greer, Norwood, Hoffman, Newman, Berry, Saunders

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

- 7. Resolution No. 1809 - A Resolution of the City Council of the City of Creve Coeur, Missouri, authorizing the execution of a contract with Ideal Play & Surfacing Inc., for the Park Pavilion Project - Conway & Malcolm Terrace Parks for the not-to-exceed lump sum amount of \$202,375.00.**

Acting City Clerk read Resolution No. 1809.

Assistant Director of Public Works/City Engineer Steven Berecz provided an overview of the contract, which includes accepting both alternate lump sum costs for the electrical work at each project site.

RESULT: APPROVED (UNANIMOUS)

MOVER: Saunders

SECONDER: Hoffman

AYES: Manlin, Spence, Greer, Norwood, Hoffman, Newman, Berry, Saunders

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

- 8. Resolution No. 1810 - A Resolution with the City of Creve Coeur, Missouri, authorizing the execution of a contract with E. Meier Contracting, Inc. for**



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the asphalt pavement resurfacing program for the not-to-exceed contract sum of \$383,059.50.

Acting City Clerk read Resolution No. 1810.

Assistant Director of Public Works/City Engineer Steven Berecz provided an overview of the contract.

RESULT: APPROVED (UNANIMOUS)

MOVER: Saunders

SECONDER: Hoffman

AYES: Manlin, Spence, Greer, Norwood, Hoffman, Newman, Berry, Saunders

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

8A. Bill No. 6174- An Ordinance accepting the dedication of Mary Meadows Lane and authorizing construction pursuant to the Mary Meadows Street Repair and Improvement Project. Final Reading and Passage.

Acting City Clerk read Bill No. 6174 for the final time.

Council Member Saunders made a motion, seconded by Council Member Spence, to insert Resolution No. 1810—approved as the previous item—into the two designated locations within the Ordinance.

RESULT: AMENDMENT APPROVED (UNANIMOUS)

MOVER: Saunders

SECONDER: Spence

AYES: Manlin, Spence, Greer, Norwood, Hoffman, Newman, Berry, Saunders

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

RESULT: APPROVED AS AMENDED (UNANIMOUS)

MOVER: Saunders

SECONDER: Hoffman

AYES: Manlin, Spence, Greer, Norwood, Hoffman, Newman, Berry, Saunders

The vote on the motion being 8 ayes and 0 nays, motion carried. Amended Bill No. 6174 becomes Ordinance No. 5947.



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- 9. Resolution No. 1811 - A Resolution of the City Council of the City of Creve Coeur, Missouri, authorizing the execution of an agreement with Luby Equipment for the purchase of a 2025 Takeuchi TB235-2 (mini-excavator) for the not-to-exceed lump sum amount of \$52,375.00.**

Acting City Clerk read Resolution No. 1811.

Assistant Director of Public Works/City Engineer Steven Berecz provided an overview of the agreement, noting that the mini-excavator would be a new addition to the department and would aid in maintaining nature trails, park grounds, and performing roadway and sidewalk repairs.

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

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

APPOINTMENTS

10. Interim City Administrator

To approve the appointment of Assistant City Administrator Sharon Stott as Interim City Administrator, effective July 31, 2025.

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

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

BUSINESS FROM MAYOR AND CITY COUNCIL

11. Council Liaison Reports

Council Member Newman highlighted the strong turnout at the recent summer concert series held in Millennium Park. He also reported that the Parks and Historic Preservation Committee had recently met and received a recommendation from the



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family of Marvin Gelberg to name a portion of Lake School Park in honor of the Gelberg family. The Committee supported the idea and recommended naming a section of the park or an amenity after the family. City Administrator Mark Perkins added that Marvin Gelberg was a very active member of the community and had developed several subdivisions in the area.

Mayor Hoffman recognized Assistant Director of Public Works/City Engineer Steven Berecz for his service to the City and extended best wishes to him in his future endeavors.

BUSINESS FROM CITY ADMINISTRATOR

12. Planning and Zoning Update

Director of Community Development Jason Jaggi provided updates on several Planning and Zoning items.

Mr. Jaggi gave a Bayer East Comprehensive Plan update, noting that a community Open House was held in June with a strong turnout and valuable public input. He referenced a two-page summary of comments received, prepared by PGAV Planners (see Exhibit B), which was provided at the dais. Key themes from the feedback included the importance of open space, land uses, amenities, trails and connectivity including the existing access road for the subdivision to the South, tree retention, and buffers adjacent to residential neighborhoods. Some comments also expressed interest in opportunities for new housing. Mr. Jaggi stated that PGAV will present this information to the Planning and Zoning Commission on August 18, 2025. A tentative final Open House is scheduled for Monday, September 29, 2025.

He also provided an update on the property at the southwest corner of Olive Boulevard and Graeser Road, where an application has been submitted for a mixed-use development featuring commercial space on the first floor and rental units on the three upper floors. A traffic study is currently underway, and the Planning and Zoning Commission is expected to review the application on a preliminary basis at its August 4, 2025, meeting. Mr. Jaggi noted that a site concept and development plan will be required, and the developer has scheduled a neighborhood meeting on July 29, 2025, at the Dielmann East Meeting Room.

Regarding the Olive Villa development, Mr. Jaggi reported that the site development plan for the townhouses is expected to be submitted soon. In addition, an application for Lot 1, which will include a grocery store, an attached parking structure, and a junior



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anchor, is anticipated around the same time. These items will come before the City Council for final review and approval. He added that the master sign plan is currently under review and may be submitted in phases.

Mr. Jaggi also noted that the City's current Land Use Code is based on the 2012 version of the North American Industry Classification System (NAICS). A text amendment will be submitted to update it to the 2022 version, with a few minor adjustments. Consideration of regulation of lighting and Kelvin levels is also proceeding.

Lastly, Mr. Jaggi shared that he and City Planner Bethany L. Moore will be presenting at the upcoming state planning conference in September on the topic of repurposing corporate campuses.

13. Dielmann Recreation Complex Renovation - Concessions and Pro Shop

Director of Recreation Jason Valvero explained that the concession stand and seating areas are the final portions of the Dielmann Recreation Center yet to be renovated and provided an update on the project. He reminded the Council that previous discussions were held on August 26, 2024, during which there was consensus to move the golf check-in desk back to the east meeting room to re-establish a dedicated pro shop. He also noted that a public open house was held on September 11, 2024, to gather community input, during which attendees discussed the pros and cons of the proposed plans. Mr. Valvero outlined the next steps, including bringing a resolution to the City Council for review, completing the grant application, and aiming for an estimated construction timeline beginning in fall 2026.

Mayor Hoffman emphasized the importance of ensuring that the golf course cashier has visibility of the first tee in order to monitor players and confirm they are authorized to be on the course. Mr. Valvero responded that solar-powered cameras will be considered in the future to monitor the first tee and the putting green near hole No. 2.

In response to a question from Council Member Spence, City Administrator Mark Perkins noted that the fund balance has increased over the past five years, which includes revenues from both the golf course and the ice arena.

Receiving the consensus of the Council, Mr. Valvero will bring a resolution forward for formal review and approval at the next Council meeting.

14. Dielmann Recreation Complex - Solar Panel System



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Director of Recreation Jason Valvero stated the City currently operates a solar panel system at the Dielmann Recreation Complex (DRC), which provides a portion of the building's energy needs, excluding the ice rink. With a roof replacement scheduled soon, and discussed whether to remove and recycle or attempt to sell the existing system, as well as whether to pursue a new, larger solar installation. The proposed new system would significantly increase energy production and be designed to support the ice rink, which is currently not connected to solar power. While the existing system provides modest energy savings, the upgraded system would offer much greater long-term financial and environmental benefits. He noted that a limited-time federal incentive could help offset the cost of a new system and recommended a preventative maintenance program to ensure long-term performance. Regardless of whether the current system is recycled or sold, removal will be necessary to complete the upcoming roof replacement. Mr. Valvero stated that, in conjunction with former Council Member Joseph Martinich, they reviewed the option of selling the current panels. However, due to their age, condition, and limited demand in the area, it was determined that the panels have little to no resale value.

Council Member Saunders expressed support for replacing the solar system and inquired about the age of the current roof being replaced. City Administrator Mr. Perkins responded that the existing roof is 20 years old and noted that a new shingle roof typically has a lifespan of 25 to 30 years. He also stated that the estimated payback period for the new panels is approximately 13 years and noted it is important to consider that if a new roof is needed in the future, there would be costs associated with removing and reinstalling the significantly greater number of panels.

In response to a question from Council Member Berry, it was noted that the new shingle roof has a life expectancy of 30 years, and the new solar panels are expected to have a lifespan of 25 to 30 years.

Council Member Manlin stated that while exploring alternative energy sources is important, the payback period for the solar panels appears lengthy, the impact relatively minimal, and the cost significant. He expressed concern that there may be higher priorities for the City and questioned whether this is the right project at this time. Mr. Valvero clarified that the project pertains solely to the ice arena and noted that the new ammonia system is already producing energy savings of approximately 25–30%. He added that it will be beneficial to assess savings during the summer months.

ADJOURNMENT



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Mayor Hoffman noted the increase in feedback received regarding the Conway Bridge closure and stated that the project is not scheduled for completion until November 1. He also pointed out that traffic is expected to increase further with the start of the school year. Council Member Saunders added that the planned reduction of Ladue Road to one lane will be another contributing factor and will have a significant impact on traffic.

RESULT: APPROVED (UNANIMOUS)

MOVER: Greer

SECONDER: Manlin

AYES: Manlin, Spence, Greer, Norwood, Hoffman, Newman, Berry, Saunders

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

The meeting adjourned at 8:15 p.m.

Submitted by:

Kellie Henke
City Clerk

Dr. Robert Hoffman
Mayor

USE TAX COMMUNICATION PLAN

JUNE 2025

- ✓ **July Newsletter:** "City Council to Consider Ballot Measure on Use Tax"
- ✓ **Website:** Develop website materials (ongoing)

JULY 2025

- ✓ **Coffee with the Mayor:** Thursday, July 3, at 7:30 a.m.
- **August Newsletter:** Educational article in newsletter, e.g., FAQs

AUGUST 2025

- **Coffee with the Mayor:** Thursday, August 7, at 7:30 a.m.
- **September Newsletter:** "Citizens to Vote on Proposition U on November 4"
- **Press Release:** "City Council Approves Ballot Measure on Use Tax"
- **Email to Trustees:** Mayor emails subdivision trustees to offer open invitation for staff to attend a subdivision meeting to educate on ballot measure
- **Social Media:** Post educational content on social media (ongoing)

SEPTEMBER 2025

- **Coffee with the Mayor:** Thursday, September 4, at 7:30 a.m.
- **October Newsletter:** Educational article in newsletter, e.g., FAQs
- **Poster Boards:** Print educational poster boards for Gov. Center/Dielmann lobbies
- **Social Media:** Post educational content on social media (ongoing)

OCTOBER 2025

- **Coffee with the Mayor:** Thursday, October 2, at 7:30 a.m.
- **Evening Coffee with the Mayor:** Suggested Date - Third Thursday evening of October
- **November Newsletter:** "Voting on Prop U to Take Place November 4"
- **Town Hall:** Each Ward to host a town hall
- **Video:** Develop an educational video on use tax, e.g., video of the Mayor
- **Postcard:** Mail a postcard to residents the last week of October (est. cost \$3,500)
- **Social Media:** Post educational content on social media (ongoing)

NOVEMBER 2025

- **Press Release if Approved:** "Creve Coeur Residents Approve Proposition U"

Creve Coeur Comprehensive Plan Update- Comment Overview

Key points:

There is a Strong Desire for Green & Open Space

- Widespread support for:
 - Parks, open green areas, and preserved woodlands
 - Walking, biking, and hiking trails
 - Dog parks, athletic fields, and recreational amenities (e.g. ice rink, cross-country skiing)
 - Integration with Stacy Park and existing greenway plans (like 39 North)

"Please keep it green space. There are no parks in the eastern section of Creve Coeur."

Clear Opposition to Residential Development

- Many residents oppose new residential uses, especially multi-family housing
- Concerns include:
 - Traffic congestion (particularly on Warson, Olive, and Lindbergh)
 - School capacity impacts
 - Overdevelopment and prioritizing developers' interests over residents

"No residential – traffic issues, school enrollment issues, etc."

Environmental & Infrastructure Concerns

- Desire for environmentally responsible redevelopment, including:
 - Water runoff and flood management (especially near Tealwood and the southern boundary)
 - Preservation of trees and buffers, especially near residential neighborhoods
 - Safe remediation of asbestos and groundwater contamination
 - Light and dust pollution controls during and after construction
 - Better utility reliability, particularly electricity and telecom lines serving Tealwood

"How will the retention pond be remediated in an environmentally safe way?"

Traffic & Connectivity

- Traffic impact studies requested for Warson, Olive, Lindbergh, and nearby roads
- Strong push for bike and pedestrian connectivity, including:
 - Preserving Monsanto Drive bridge for non-vehicular use
 - Extending trails from Stacy Park
 - Linking to broader greenway network

Desired Land Uses & Amenities

- Research, innovation, and institutional uses:
 - IT, AI, pharmaceutical, crop/plant science labs
 - Conference and meeting space
- Civic and cultural amenities:
 - Cultural arts center
 - Community recreation center
 - Retirement housing/community
- Entertainment and mixed-use ideas:
 - Example: Streets of St. Charles-style development for daytime and evening activity
 - Limited support for mixed-use where it includes green/public spaces

Community Character & Legacy

- Emphasis on maintaining:
 - Buffers and easements (e.g., Tealwood easement road)
 - Design quality and community-scale development
 - Suggestion to consider a place name for the area: *"The Boot"*
-

Visioning Zones

Southwest

Keep Open Space and make trails and Dog Park, keep existing
 Preserve Existing portions of treescape, Keep overpass
 Keep Trees, Wildlife, Nature Walkways
 Keep Overpass Open, Consider Park-city/county owned
 Open Greenspace/Adequate Buffer zones
 Open Space
 Open Space
 Open Space
 Open Space
 Retention Pond
 Keep Open Space/Nature/Hiking/Biking/Walking
 No Comment
 Park

Southeast

Commercial/Office w/ Roads
 No Comment
 Keep Trees, Wildlife, Nature Walkways
 Keep access for tealwood and maintain greenscape
 Open Greenspace
 Open Space
 Dog Park
 Walking and Bike Paths/Dog Park
 Cultural Arts Center
 No Development; Will worsen flooding
 Keep Open Space/Nature/Hiking/Biking/Walking
 Please reserve access road to neighborhoods
 Maintain Greenspace buffer- Low Rise Office/Research; No f

Northeast

Commercial/Office
 Improve Public Walkable connections
 No Comment
 Prefer Office Development- 2-4 stories high. Would be open to SF along Warson Rd
 No Comment
 Athletic Fields w/ Dog Park; No Residential
 Walking Trail/Paths, Ice Skate Complex, XC Skiing in Winter
 Walking/Bike Paths
 Cultural Arts Center; Bike/walk paths
 No Comment
 No Comment
 No Comment
 No Comment

General Comments

Bordering neighborhoods need to be considered unlike development on the West Campus
 Athletic Fields, Mountain Bikes, Trails
 Can some of the lab space be used to support the 39 North Biotech campus plans and vision to support start up companies
 Cultural Arts Center
 Large Park and Extension of Stacey Park
 Need luxury villas/condos in the wood areas
 Preserve open space w/ walking trails and XC in winter, dog park
 Community Pool; Athletic Fields
 Prairie Land/Mo Habitat
 No Housing; Traffic is already a nightmare on Warson
 Athletic Complex w/ Swimming Pool and Tennis Courts
 Athletic Complex w/ walking trails and dog park
 Open Space Preservation with walking paths, biking, and fields for youth sports
 Medical or Healthcare Campus
 Area should have strong research, mixed use living options for scientists to keep purpose (39 North) alive w/ room to grow
 Connection to Lindbergh development, Public pedestrian connections, Preserve portion of SW Treescape
 Would like to see greenscape next to Tealwood to preserve character. Would not mind SF housing
 Keep majority green space with mature trees. Houses, possible a gated community for the rest.
 Green space! We need more in Creve Coeur
 Community Recreation Area

Opportunities

Opportunity for benefits for residents including open space, parks, trails, etc. Non concrete nature options; non residential
 Community Garden
 Benchmark against other municipality uses of open space and retail; Town & Country Town Center @ Clayton/Mason. Shopping Center
 Pedestrian Bridge added to West Lindbergh (67) Cloverleaf. This was brought at Olea Meetings. Now the East campus is in play!
 Open Space nature park wildlife
 Please consider creating large park
 Sports Training facility; IT & AI facility; Crop plant sciences; Conference Space for Mallinkrodt and Nestle
 Compliment and not duplicate Olia Village and 39 N. connecting all three sites via walkability. Green space retention; park as part of Bayer East

Try to strike a balance between corp interests, tax base, and QofL for residents
Bike/Walk access to Green Riverway/Millennium Park

Concerns

Maintain natural greenspace at southeast corner as a resident of sunswept thius was very important and final design was good
More development of multi-use small lot SF homes in an already overdeveloped area of empty units available
Increased traffic when Warson is already backed up during school/rush hours
Traffic!! Already very bad on Warson Rd
Traffic and water run-off/flooding
No more light density residences. Maybe exclusive subdivision
Open space or park next to Tealwood. Then single family north of that
Greenway or park or forest as is next to Tealwood. High end single family homes north of that
Open space or exclusive subdivision- single family homes
Overdevelopment, high density, water run-off, shrinkage of greenspace, need space barrier between development and existing residential traffic
Warson Traffic is bad enough already
Park, walking trails. Great opportunity to address bordering neighborhood concern

DRAFT

CONCESSION STAND AND PRO SHOP RENOVATION PROJECT

City Council July 14, 2025

Renovation Project – Concession stand

- Last area of complex to receive updating
- Concession stand is outdated and needs complete replacement
- Keep frig/freezer and ice machine
- Replace grease trap and plumbing
- Replace plumbing in basement going to outside
- Seating area needs to be updated

Renovation Project – Concession stand



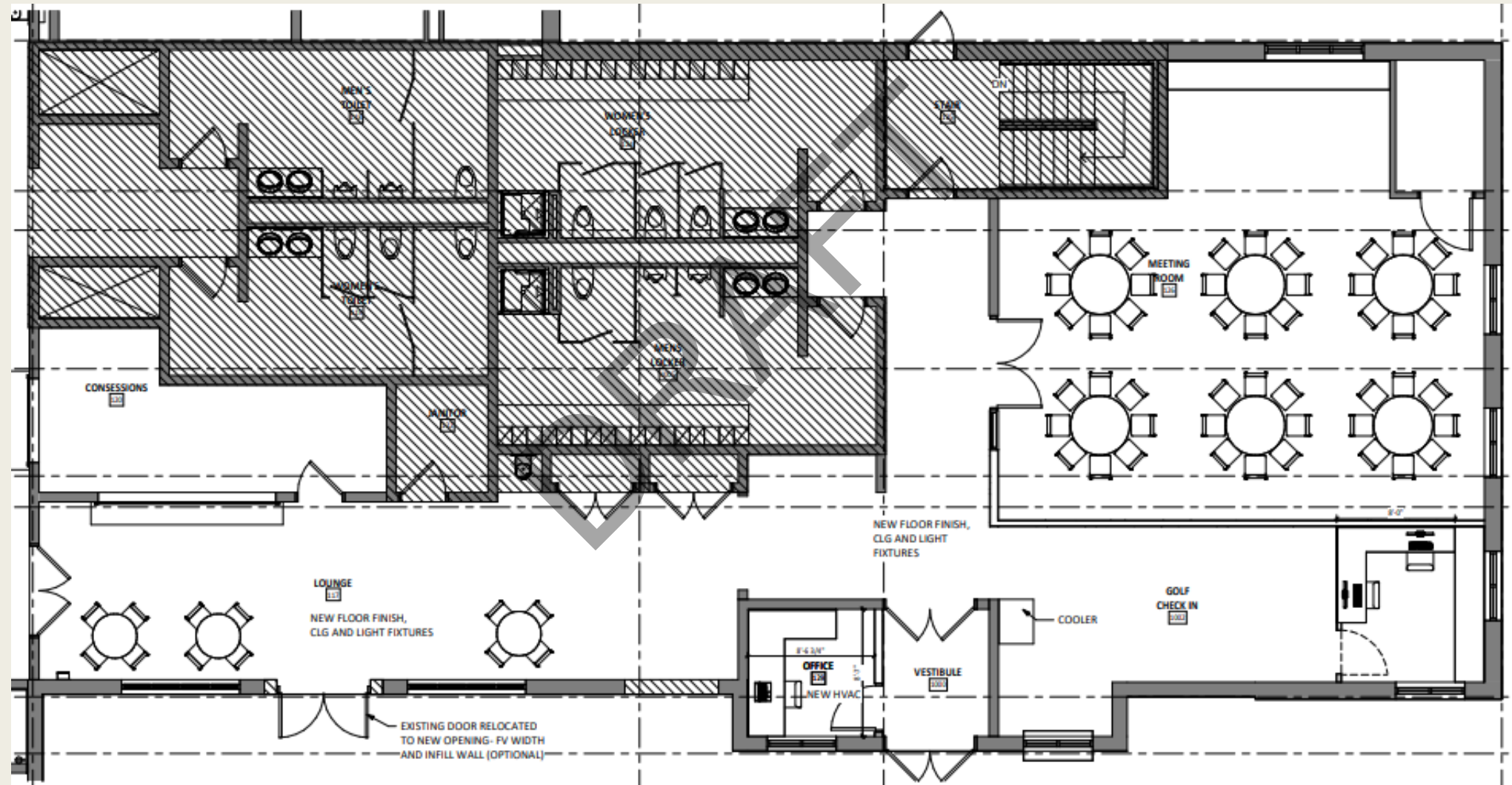
Renovation Project – Pro Shop

- Portion of East meeting room will allow for dedicated pro shop
- Ability to offer more and display merchandise better
- Ability to secure pro shop when not in use
- Better manage larger number of golfers on a daily basis
- Elevate player experience
- Will shrink room seating capacity from 80 down to 50

Renovation Project – Pro Shop



Proposed Design



Project Schedule

- Direction from City Council – July 14, 2025
- Resolution Supporting Project – July 28, 2025
- Submit Grant Application – August 27, 2025
- Bid Project – Early 2026
- Award Contract – Mid 2026
- Issue PO – July 1, 2026
- Construction – Fall 2026

Project Funding

- Design - \$75,000 in FY 2026 CIP
- Construction - \$600,000 in FY 2027 CIP
- Grant - \$525,000 reimbursement after project complete
- Total cost to City - \$150,000

Feedback and Direction



MEMORANDUM

DATE: July 23, 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 July 10, 2025 to July 23, 2025 in the amount of \$2,309,558.80.



Creve Coeur, MO

Council Report of Invoices Paid Listing

By Fund

Payment Dates 7/10/2025 - 7/23/2025

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
Fund: 01 - GENERAL FUND						
STANDARD INSURANCE COMPANY	160-763511-00001-JUL 25	07/17/2025	DENTAL JUL 25	01-2213	2245	6,519.98
STANDARD INSURANCE COMPANY	160-763511-00001-JUL 25	07/17/2025	J HEINES RETIREE DENTAL JU	01-2226	2245	62.75
STANDARD INSURANCE COMPANY	160-763511-00002-JUL 25	07/17/2025	COBRA DENTAL JUL 25	01-2226	2245	204.04
REITZ & JENS INC	16991	07/23/2025	PROFF SERVICES THRU 6-30-	01-2806	2261	5,960.00
MISSOURI DEPARTMENT OF REVENUE	CVC-JUN 25	07/23/2025	CRIME VICTIMS COMPENSAT	01-2413	68799	7.50
MISSOURI DEPARTMENT OF REVENUE	CVC-JUN 25	07/23/2025	MISC POLICE FUND REVENU	01-4604	68799	-0.37
MISSOURI DEPARTMENT OF REVENUE	POST-JUN 25	07/23/2025	POST COMMISSION FUND JU	01-2412	68800	1.00
LAWNDALE SIBLINGS	REFUND-07/08/25	07/23/2025	2025 BUSINESS LICENSE PEN	01-4402	68796	36.00
						12,790.90
						12,790.90
Department: 11 - LEGISLATIVE SERVICES						
Division: 12 - MAYOR AND CITY COUNCIL						
PETTY CASH	FY25 DEC-MAY	07/23/2025	DOMINOS - MAYOR'S PIZZA F	01-11-12-6264	68803	8.31
						Division 12 - MAYOR AND CITY COUNCIL Total: 8.31
						Department 11 - LEGISLATIVE SERVICES Total: 8.31
Department: 12 - ADMINISTRATION						
Division: 10 - LEGAL						
CURTIS HEINZ GARRETT AND OKEEFE PC	190127-190132	07/17/2025	CITY ATTORNEY NON-RETAIN	01-12-10-6201	2228	3,330.00
CURTIS HEINZ GARRETT AND OKEEFE PC	190127-190132	07/17/2025	CITY ATTORNEY RETAINER M	01-12-10-6201	2228	5,000.00
CURTIS HEINZ GARRETT AND OKEEFE PC	190127-190132	07/17/2025	DAVID NAFAR BOA SUIT	01-12-10-6201	2228	1,600.00
CURTIS HEINZ GARRETT AND OKEEFE PC	190127-190132	07/17/2025	PROSECUTING ATTORNEY AS	01-12-10-6201	2228	966.00
CURTIS HEINZ GARRETT AND OKEEFE PC	190127-190132	07/17/2025	MUNICIPAL PROSECUTION N	01-12-10-6201	2228	595.04
CURTIS HEINZ GARRETT AND OKEEFE PC	190127-190132	07/17/2025	MUNICIPAL PROSECUTION R	01-12-10-6201	2228	2,500.00

Council Report of Invoices Paid Listing

Payment Dates: 7/10/2025 - 7/23/2025

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
TUETH KEENEY COOPER MOHAN & JACKSTADT PC	122340	07/23/2025	BOA LAWSUIT - NON RETAIN	01-12-10-6201	68806	1,854.00
Division 10 - LEGAL Total:						15,845.04
Division: 14 - MUNICIPAL COURT						
MARY LEIGHTON BRUNTRAGER	JUDGE-MAY 25	07/23/2025	PROVISIONAL JUDGE 5/14 VI	01-12-14-6201	2258	500.00
Division 14 - MUNICIPAL COURT Total:						500.00
Department 12 - ADMINISTRATION Total:						16,345.04
Department: 13 - FINANCE						
Division: 15 - INTERDEPARTMENTAL						
RSC INSURANCE BROKERAGE INC	10009834	07/17/2025	FY26 PUBLIC OFFICIAL INSUR	01-13-15-6222	2244	46,600.00
ODP BUSINESS SOLUTIONS LLC	428915665001	07/17/2025	BANKERS BOXES, FILE FOLDE	01-13-15-7312	2240	58.18
RSC INSURANCE BROKERAGE INC	37810	07/18/2025	FY26 AUTO COVERAGE	01-13-15-6226	2250	45,197.46
RSC INSURANCE BROKERAGE INC	38005	07/18/2025	FY26 COMMERCIAL PROPER	01-13-15-6226	2250	65,467.94
AT&T	314983-27050760-07/07/25	07/23/2025	MONITOR LINE ICE ARENA 7/	01-13-15-6253	68793	214.39
Division 15 - INTERDEPARTMENTAL Total:						157,537.97
Division: 51 - MIS OPERATIONS						
CIVIC PLUS	338395	07/17/2025	CivicPlus Website Hosting A	01-13-51-6213	2227	14,882.48
DELL MARKETING LP	10825696088	07/23/2025	DOCKS FOR NEW LAPTOPS -	01-13-51-7331	2255	452.62
DELL MARKETING LP	10825859664	07/23/2025	OPTIPLEX SFF PLUS 7020 - P	01-13-51-7331	2255	1,501.50
DELL MARKETING LP	10826062796	07/23/2025	DELL LATITUDE 5550 - JASON	01-13-51-7331	2255	1,831.69
DELL MARKETING LP	10826062833	07/23/2025	DELL LATITUDE 5550 - PW DI	01-13-51-7331	2255	1,831.69
WINNING TECHNOLOGIES IN	33114	07/23/2025	PROFESSIONAL IT SERVICES J	01-13-51-6202	2267	975.00
CDW LLC	AE81T5X	07/23/2025	SONICWALL TZ570 HIGH AVA	01-13-51-7331	2252	913.76
Division 51 - MIS OPERATIONS Total:						22,388.74
Department 13 - FINANCE Total:						179,926.71
Department: 14 - COMMUNITY SERVICES						
Division: 11 - ADMINISTRATIVE						
US BANK EQUIPMENT FINANCE	558707063	07/20/2025	DRC PRINTER USE CHARGES	01-14-11-6213	DFT0011035	52.14
Division 11 - ADMINISTRATIVE Total:						52.14
Department 14 - COMMUNITY SERVICES Total:						52.14
Department: 16 - MUNICIPAL FACILITIES MAINTENANCE						
Division: 11 - ADMINISTRATIVE						
AMERENUE	55031-62002-06/30/25	07/15/2025	ELECTRIC CITY HALL 6/30/25	01-16-11-6250	DFT0011036	6,775.90
UNIFIRST CORPORATION	1880193490	07/17/2025	MAINTENANCE UNIFORMS	01-16-11-7308	2246	8.19
WIEGMANN ASSOCIATES	85925	07/17/2025	WORK ORDER 251785 HEAT	01-16-11-6211	2249	350.00

Council Report of Invoices Paid Listing

Payment Dates: 7/10/2025 - 7/23/2025

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
MISSOURI AMERICAN WATER CO	1017-210013915103-07/01/	07/23/2025	300 N NEW BALLAS RD DOM	01-16-11-6254	DFT0011064	725.16
UNIFIRST CORPORATION	1880194759	07/23/2025	MAINTENANCE UNIFORMS	01-16-11-7308	2265	8.19
PETTY CASH	FY25 DEC-MAY	07/23/2025	WALGREENS - MOUSE TRAP	01-16-11-6212	68803	14.83
PETTY CASH	FY25 DEC-MAY	07/23/2025	MENARDS - HYBRID AIR HOS	01-16-11-7302	68803	11.22
PETTY CASH	FY25 DEC-MAY	07/23/2025	ON THE RUN - BAGS OF ICE F	01-16-11-7304	68803	11.38
PETTY CASH	FY25 DEC-MAY	07/23/2025	DIERBERGS - BAGS OF ICE FO	01-16-11-7304	68803	10.21
PETTY CASH	FY25 DEC-MAY	07/23/2025	DIERBERGS - BAGS OF ICE FO	01-16-11-7304	68803	10.21
PETTY CASH	FY25 DEC-MAY	07/23/2025	AMAZON - COFFEE ORGANIZ	01-16-11-7304	68803	16.49
PETTY CASH	FY25 DEC-MAY	07/23/2025	DIERBERGS - BAGS OF ICE FO	01-16-11-7304	68803	7.90
PETTY CASH	FY25 DEC-MAY	07/23/2025	DIERBERGS - BAGS OF ICE FO	01-16-11-7304	68803	5.59
Division 11 - ADMINISTRATIVE Total:						7,955.27
Department 16 - MUNICIPAL FACILITIES MAINTENANCE Total:						7,955.27
Department: 21 - POLICE						
Division: 11 - ADMINISTRATIVE						
UNIFIRST CORPORATION	1880193490	07/17/2025	MAINTENANCE UNIFORMS	01-21-11-7308	2246	8.19
VERIZON WIRELESS SERVICES LLC	6117750805	07/17/2025	TABLETS AND AIRCARDS PD	01-21-11-6253	2247	240.12
UNIFIRST CORPORATION	1880194759	07/23/2025	MAINTENANCE UNIFORMS	01-21-11-7308	2265	8.19
Division 11 - ADMINISTRATIVE Total:						256.50
Department 21 - POLICE Total:						256.50
Department: 31 - PUBLIC WORKS						
Division: 11 - ADMINISTRATIVE						
US BANK EQUIPMENT FINANCE	558706701	07/20/2025	COPIER LEASE & MAINTENA	01-31-11-6213	DFT0011031	224.51
PETTY CASH	FY25 DEC-MAY	07/23/2025	MO DEPT OF REVENUE - MO	01-31-11-6202	68803	29.00
PETTY CASH	FY25 DEC-MAY	07/23/2025	MO DEPT OF REVENUE - MO	01-31-11-6202	68803	14.50
PETTY CASH	FY25 DEC-MAY	07/23/2025	MENARDS - HOOK & SCREW	01-31-11-7304	68803	3.52
Division 11 - ADMINISTRATIVE Total:						271.53
Division: 41 - STREET MAINTENANCE						
MISSOURI AMERICAN WATER CO	1017-210041135520-06/20/	07/14/2025	740 N NEW BALLAS RD IRR1S	01-31-41-6254	DFT0011067	43.08
MISSOURI AMERICAN WATER CO	1017-210041135520-06/20/	07/14/2025	451 N NEW BALLAS RD IRR3	01-31-41-6254	DFT0011067	48.44
MISSOURI AMERICAN WATER CO	1017-210041135520-06/20/	07/14/2025	198 N NEW BALLAS RD IRRIG	01-31-41-6254	DFT0011067	49.52
MISSOURI AMERICAN WATER CO	1017-210041135520-06/20/	07/14/2025	160 N NEW BALLAS RD IRRIG	01-31-41-6254	DFT0011067	137.51
MISSOURI AMERICAN WATER CO	1017-210041135520-06/20/	07/14/2025	6 BEACON HILL LN IRRIG 5/2	01-31-41-6254	DFT0011067	44.56
MISSOURI AMERICAN WATER CO	1017-210041135520-06/20/	07/14/2025	533 N NEW BALLAS RD IRRC	01-31-41-6254	DFT0011067	183.30

Council Report of Invoices Paid Listing
Payment Dates: 7/10/2025 - 7/23/2025

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
MISSOURI AMERICAN WATER CO	1017-210041135520-06/20/	07/14/2025	1030 N LINDBERGH BLVD 5/1	01-31-41-6254	DFT0011067	32.92
AMERENUE	55031-62002-06/30/25	07/15/2025	ELECTRIC STREET DEPT 6/30/	01-31-41-6250	DFT0011036	1,367.17
AMERENUE	55031-62002-06/30/25	07/15/2025	ELECTRIC STREET LIGHTING 6	01-31-41-6251	DFT0011036	10,759.30
HUMAN RESOURCE STAFFIN	1001082917	07/17/2025	PW TEMPORARY EMPLOYEE	01-31-41-6207	2232	1,595.88
MISSOURI AMERICAN WATER CO	1017-210041137908-06/25/	07/17/2025	12015 OLIVE BLVD IRRIG 5/2	01-31-41-6254	DFT0011066	10,675.29
MISSOURI AMERICAN WATER CO	1017-210041137908-06/25/	07/17/2025	201 N NEW BALLAS RD IRRIG	01-31-41-6254	DFT0011066	77.95
MISSOURI AMERICAN WATER CO	1017-210041137908-06/25/	07/17/2025	11702 OLIVE BLVD IRRIG 5/2	01-31-41-6254	DFT0011066	95.87
MISSOURI AMERICAN WATER CO	1017-210041137908-06/25/	07/17/2025	241 S NEW BALLAS RD IRRIG	01-31-41-6254	DFT0011066	98.68
MISSOURI AMERICAN WATER CO	1017-210041137908-06/25/	07/17/2025	12136 OLIVE BLVD IRRIG 5/2	01-31-41-6254	DFT0011066	4,308.46
MISSOURI AMERICAN WATER CO	1017-210041137908-06/25/	07/17/2025	12536 OLIVE BLVD IRRIG 5/2	01-31-41-6254	DFT0011066	5,018.10
MISSOURI AMERICAN WATER CO	1017-210041137908-06/25/	07/17/2025	309 S NEW BALLAS RD IRRIG	01-31-41-6254	DFT0011066	450.86
MISSOURI AMERICAN WATER CO	1017-210041137908-06/25/	07/17/2025	145 S NEW BALLAS RD IRRIG	01-31-41-6254	DFT0011066	161.60
MISSOURI AMERICAN WATER CO	1017-210041137908-06/25/	07/17/2025	12301 CONWAY RD IRRIG 5/	01-31-41-6254	DFT0011066	142.88
MISSOURI AMERICAN WATER CO	1017-210041137908-06/25/	07/17/2025	996 E RUE DE LA BANQU 5/2	01-31-41-6254	DFT0011066	156.56
AA KEY & LOCK SERVICE	115883	07/17/2025	NEW LOCKS AND KEYS AT P	01-31-41-6212	68787	180.00
NEW FRONTIER MATERIALS LLC	12860293	07/17/2025	TICKET 43026323 CHASSELLE	01-31-41-7305	2238	436.48
NEW FRONTIER MATERIALS LLC	12860729	07/17/2025	TICKET 43026526	01-31-41-7305	2238	438.24
NEW FRONTIER MATERIALS LLC	12861509	07/17/2025	TICKET 43026774	01-31-41-7305	2238	267.52
NEW FRONTIER MATERIALS LLC	12861954	07/17/2025	TICKET 43026934 CHASSELLE	01-31-41-7305	2238	205.92
SITEONE LANDSCAPE SUPPLY HOLDING LLC	155826419-001	07/17/2025	NEW BALLAS IRRIGATION RE	01-31-41-6212	68791	385.62
SITEONE LANDSCAPE SUPPLY HOLDING LLC	155847003-001	07/17/2025	PRE EMERGENT FOR PARKS	01-31-41-7303	68791	580.00
UNIFIRST CORPORATION	1880193546	07/17/2025	PW UNIFORMS WEEK OF 07/	01-31-41-7308	2246	67.54
EAST PENN MANUFACTURING CO	250636308	07/17/2025	210 BATTERY	01-31-41-6210	68789	121.21
MCCONNELLS OF ST LOUIS INC	2507-115324	07/17/2025	SS1 TAC BUCKET	01-31-41-7305	2235	149.95
MIDWESTERN SAFETY EQUIPMENT COMPANY INC	050028	07/23/2025	MISC SAFETY SUPPLIES	01-31-41-7308	68798	292.50
MEYER ELECTRIC CO INC	118194	07/23/2025	50/50 COST SHARE SOLAR LI	01-31-41-6251	68797	6,805.00

Council Report of Invoices Paid Listing

Payment Dates: 7/10/2025 - 7/23/2025

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
NEW FRONTIER MATERIALS LLC	12862451	07/23/2025	TICKET #43027106 CHASSELL	01-31-41-7305	2259	190.08
NEW FRONTIER MATERIALS LLC	12862914	07/23/2025	TICKET #43027258 CHASSELL	01-31-41-7305	2259	267.52
SITEONE LANDSCAPE SUPPLY HOLDING LLC	156034438-001	07/23/2025	NEW BALLAS IRRIGATION RE	01-31-41-6212	68804	123.67
UNIFIRST CORPORATION	1880194899	07/23/2025	PW UNIFORMS WEEK OF 07/	01-31-41-7308	2265	67.54
SUNTRUP FORD INC	488027	07/23/2025	112 BOX ASY	01-31-41-6210	68805	614.32
Division 41 - STREET MAINTENANCE Total:						46,641.04
Division: 43 - PARKS MAINTENANCE						
MISSOURI AMERICAN WATER CO	1017-210041135520-06/20/	07/14/2025	902 MASON RD 5/16/25-6/1	01-31-43-6224	DFT0011067	22.95
AMERENUE	55031-62002-06/30/25	07/15/2025	ELECTRIC PARKS DEPT 6/30/	01-31-43-6250	DFT0011036	1,393.64
HUMAN RESOURCE STAFFIN	1001082917	07/17/2025	PW TEMPORARY EMPLOYEE	01-31-43-6207	2232	531.96
MISSOURI AMERICAN WATER CO	1017-210013559299-06/25/	07/17/2025	12301 CONWAY RD 5/22/25-	01-31-43-6254	DFT0011065	81.27
MISSOURI AMERICAN WATER CO	1017-210041137908-06/25/	07/17/2025	601 COEUR DE VILLE DR 5/2	01-31-43-6254	DFT0011066	458.50
MISSOURI AMERICAN WATER CO	1017-210041137908-06/25/	07/17/2025	12100 CONWAY RD PARK 5/2	01-31-43-6254	DFT0011066	72.93
MISSOURI AMERICAN WATER CO	1017-210041137908-06/25/	07/17/2025	1000 BARNES WEST DR FRFL	01-31-43-6254	DFT0011066	18,930.41
SITEONE LANDSCAPE SUPPLY HOLDING LLC	155808802-001	07/17/2025	MILLENNIUM IRRIGATION RE	01-31-43-6212	68791	32.41
SITEONE LANDSCAPE SUPPLY HOLDING LLC	155847003-001	07/17/2025	PRE EMERGENT FOR PARKS	01-31-43-7303	68791	580.00
UNIFIRST CORPORATION	1880193546	07/17/2025	PW UNIFORMS WEEK OF 07/	01-31-43-7308	2246	22.52
EAST PENN MANUFACTURING CO	250636308	07/17/2025	210 BATTERY	01-31-43-6210	68789	40.40
PHILIBERT SECURITY SYSTEMS INC	360650	07/17/2025	WORK ORDER #68165 REPLA	01-31-43-6224	68790	80.00
TOTAL LOCK & SECURITY	85720	07/17/2025	MILLENNIUM BATHROOM TI	01-31-43-6212	68792	443.00
MIDWESTERN SAFETY EQUIPMENT COMPANY INC	050028	07/23/2025	MISC SAFETY SUPPLIES	01-31-43-7308	68798	97.50
UNIFIRST CORPORATION	1880194899	07/23/2025	PW UNIFORMS WEEK OF 07/	01-31-43-7308	2265	22.52
SUNTRUP FORD INC	488027	07/23/2025	112 BOX ASY	01-31-43-6210	68805	204.77
PWD SYSTEMS LLC	BGSPT-9187	07/23/2025	DOG WASTE BAGS	01-31-43-6212	2260	449.50
PETTY CASH	FY25 DEC-MAY	07/23/2025	CVS - SUPER GLUE	01-31-43-6224	68803	9.36
Division 43 - PARKS MAINTENANCE Total:						23,473.64
Department 31 - PUBLIC WORKS Total:						70,386.21
Department: 32 - COMMUNIITY DEVELOPMENT						
Division: 11 - ADMINISTRATIVE						
MCLAUGHLIN COURT REPORTING SERVICES INC	071025-1	07/17/2025	P&Z PROJECT #25-016 782 N	01-32-11-6202	2236	80.80

Council Report of Invoices Paid Listing
Payment Dates: 7/10/2025 - 7/23/2025

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
PGAV PLANNERS LLC	121817	07/17/2025	BAYER EAST COMPREHENSIV	01-32-11-6204	2242	13,822.50
PETTY CASH	FY25 DEC-MAY	07/23/2025	JUDICIAL CIRCUIT CIVIL COU	01-32-11-6262	68803	3.50
Division 11 - ADMINISTRATIVE Total:						13,906.80
Division: 61 - BUILDING DEPARTMENT						
VERIZON WIRELESS	6117750805	07/17/2025	TABLETS AND AIRCARDS BLD	01-32-61-6253	2247	240.06
SERVICES LLC						
CHUCKS ACQUISITION CO LL	I3-0004941	07/23/2025	WORK BOOTS FOR GREG TAT	01-32-61-7308	2253	200.00
Division 61 - BUILDING DEPARTMENT Total:						440.06
Department 32 - COMMUNIITY DEVELOPMENT Total:						14,346.86
Fund 01 - GENERAL FUND Total:						302,067.94
Fund: 02 - CAPITAL IMPROVEMENT FUND						
Department: 61 - CIP						
Division: 71 - CIP						
GEORGE L CRAWFORD & ASSOCIATES INC	230260011	07/23/2025	CRAIG ROAD STP PROJ DESIG	02-61-71-9510	68795	4,739.60
Division 71 - CIP Total:						4,739.60
Department 61 - CIP Total:						4,739.60
Fund 02 - CAPITAL IMPROVEMENT FUND Total:						4,739.60
Fund: 05 - PARKS & STORMWATER FUND						
Department: 61 - CIP						
Division: 71 - CIP						
IDEAL LANDSCAPE CONSTRUCTION INC	1	07/17/2025	VENABLE PARK IMPROVEME	05-61-71-9506	2234	308,668.76
MEYER ELECTRIC CO INC	118219	07/23/2025	PY #2 MILLENNIUM PRK - PA	05-61-71-9506	68797	28,830.00
Division 71 - CIP Total:						337,498.76
Department 61 - CIP Total:						337,498.76
Fund 05 - PARKS & STORMWATER FUND Total:						337,498.76
Fund: 06 - MUNICIPAL ENTERPRISE FUND						
Department: 14 - COMMUNITY SERVICES						
Division: 31 - ICE ARENA						
AMERENUE	1801001713-06/17/25	07/10/2025	11400 OLDE CABIN ICE AREN	06-14-31-6250	DFT0011032	4,594.60
HYSPECO INC	00849208	07/17/2025	PARTS FOR THE OLYMPIA	06-14-31-6211	2233	69.35
NEW SYSTEM LLC	108929	07/17/2025	MISC RINK SUPPLIES	06-14-31-7301	2239	261.66
DEKA SERVICE	41802223	07/17/2025	EMERGENCY SERVICE CALL	06-14-31-6212	68788	1,778.61
VESTIS GROUP INC	6170439729	07/17/2025	MOP & TOWEL FOR DRC	06-14-31-7301	2248	37.00
RENTOKIL NORTH AMERICA INC	80218453	07/17/2025	PEST CONTROL FOR DRC & G	06-14-31-6212	2243	84.70
RSC INSURANCE BROKERAGE INC	38005	07/18/2025	FY26 COMMERCIAL PROPER	06-14-31-6226	2250	22,233.44
US BANK EQUIPMENT FINANCE	558707063	07/20/2025	DRC PRINTER USE CHARGES	06-14-31-6213	DFT0011035	52.14

Council Report of Invoices Paid Listing

Payment Dates: 7/10/2025 - 7/23/2025

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
ST LOUIS AUTOMATIC DOOR COMPANY LLC	32362	07/23/2025	EMERGENCY REPLACEMENT	06-14-31-9503	2263	1,778.00
DEKA SERVICE	41986982	07/23/2025	EMERGENCY SERVICE CALL F	06-14-31-6212	68794	274.50
VESTIS GROUP INC	6170442860	07/23/2025	DRC MOP & TOWELS	06-14-31-7301	2266	32.36
RHINE PARACO GAS OF ST LOUIS LLC	922728	07/23/2025	PROPANE FOR OLYMPIA	06-14-31-7307	2262	126.55
GRAINGER	9569351688	07/23/2025	DRC RINK SAFE	06-14-31-9503	2256	1,014.97
Division 31 - ICE ARENA Total:						32,337.88
Division: 32 - GOLF MAINTENANCE						
OREILLY AUTOMOTIVE STORES INC	1388-112678	07/17/2025	SHOP SOAP	06-14-32-7301	2241	17.99
OREILLY AUTOMOTIVE STORES INC	1388-112680	07/17/2025	WIPER FLUID	06-14-32-6210	2241	16.77
OREILLY AUTOMOTIVE STORES INC	1388-112891	07/17/2025	BATTERY 2500ET AND GREAS	06-14-32-6211	2241	155.50
MTI DISTRIBUTING INC	1483287-00	07/17/2025	OIL FILTER FOR TORO 3320	06-14-32-6211	2237	27.12
HELENA CHEMICAL CO	235283076	07/17/2025	ARISTORRACY FOR GREENS	06-14-32-7303	2231	1,000.00
E & G KRAEMER ENTERPRISES INC	67826	07/17/2025	MOLASSES 55 GAL DRUM	06-14-32-7303	2230	450.00
RENTOKIL NORTH AMERICA INC	80218453	07/17/2025	PEST CONTROL FOR DRC & G	06-14-32-6212	2243	36.30
ADVANCED TURF SOLUTIONS INC	SO1344981	07/17/2025	DISPATCH, GOLD STANDARD	06-14-32-7303	2226	1,135.08
RSC INSURANCE BROKERAGE INC	38005	07/18/2025	FY26 COMMERCIAL PROPER	06-14-32-6226	2250	444.35
SITEONE LANDSCAPE SUPPLY HOLDING LLC	156138392-001	07/23/2025	TSTORM AND TURFPLEX	06-14-32-7303	68804	550.00
HARRELL'S, INC	INV02058092	07/23/2025	PROSEGE AND MYCORRHIZ	06-14-32-7303	2257	642.35
HARRELL'S, INC	INV02058093	07/23/2025	FUNGICIDE GREENS	06-14-32-7303	2257	702.80
ATLAS SUPPLY CO INC	S1647989.001	07/23/2025	MILWALKEE BATTERY POWE	06-14-32-6212	2251	515.63
Division 32 - GOLF MAINTENANCE Total:						5,693.89
Division: 33 - PRO-SHOP						
VESTIS GROUP INC	6170439729	07/17/2025	MOP & TOWEL FOR DRC	06-14-33-7301	2248	26.00
RSC INSURANCE BROKERAGE INC	38005	07/18/2025	FY26 COMMERCIAL PROPER	06-14-33-6226	2250	1,934.88
US BANK EQUIPMENT FINANCE	558707063	07/20/2025	DRC PRINTER USE CHARGES	06-14-33-6213	DFT0011035	52.14
VESTIS GROUP INC	6170442860	07/23/2025	DRC MOP & TOWELS	06-14-33-7301	2266	22.80
Division 33 - PRO-SHOP Total:						2,035.82
Division: 34 - FOOD SERVICES						
D AND D DISTRIBUTORS LLP	392931	07/17/2025	BEER FOR RESALE	06-14-34-8316	2229	350.40
VESTIS GROUP INC	6170439729	07/17/2025	MOP & TOWEL FOR DRC	06-14-34-7301	2248	21.06
RSC INSURANCE BROKERAGE INC	38005	07/18/2025	FY26 COMMERCIAL PROPER	06-14-34-6226	2250	353.64

Council Report of Invoices Paid Listing**Payment Dates: 7/10/2025 - 7/23/2025**

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
D AND D DISTRIBUTORS LLP	399931	07/23/2025	BEER FOR RESALE	06-14-34-8316	2254	447.10
PERFORMANCE FOOD GROUP INC	5028286	07/23/2025	SNACKS AND HOT DOGS FOR	06-14-34-8315	68802	247.06
PERFORMANCE FOOD GROUP INC	5028286	07/23/2025	SNACKS AND HOT DOGS FOR	06-14-34-8317	68802	148.42
PERFORMANCE FOOD GROUP INC	5028286	07/23/2025	SNACKS AND HOT DOGS FOR	06-14-34-8319	68802	731.78
VESTIS GROUP INC	6170442860	07/23/2025	DRC MOP & TOWELS	06-14-34-7301	2266	18.40
PEPSICO BEVERAGE SALES LL	75301010	07/23/2025	SODA, WATER, & GATORADE	06-14-34-8317	68801	896.22

Division 34 - FOOD SERVICES Total: 3,214.08**Department 14 - COMMUNITY SERVICES Total: 43,281.67****Fund 06 - MUNICIPAL ENTERPRISE FUND Total: 43,281.67****Fund: 16 - DEBT SERVICE-POLICE BLDG.****Department: 61 - CIP****Division: 71 - CIP**

UMB BANK NA	CCE7-07/01/25	07/10/2025	BOND REDEMPTION FOR GO	16-61-71-8410	2225	18,604.16
UMB BANK NA	CCE7-07/01/25	07/10/2025	BOND REDEMPTION FOR GO	16-61-71-9514	2225	1,455,000.00
UMB BANK NA	CCE7-07/08/25	07/23/2025	FY26 PRINCIPAL & INTEREST	16-61-71-6202	2264	73,318.75

Division 71 - CIP Total: 1,546,922.91**Department 61 - CIP Total: 1,546,922.91****Fund 16 - DEBT SERVICE-POLICE BLDG. Total: 1,546,922.91****Fund: 19 - PUBLIC SAFETY FUND****Department: 21 - POLICE****Division: 23 - PUBLIC SAFETY**

MISSOURI AMERICAN WATER CO	1017-220023905711-06/18/	07/10/2025	350 N NEW BALLAS 5/16/25-	19-21-23-6254	DFT0011034	640.79
RSC INSURANCE BROKERAGE INC	37810	07/18/2025	FY26 AUTO COVERAGE	19-21-23-6226	2250	20,126.54
RSC INSURANCE BROKERAGE INC	38005	07/18/2025	FY26 COMMERCIAL PROPER	19-21-23-6226	2250	34,574.75
AMERENUE	0427008070-06/30/25	07/22/2025	350 N NEW BALLAS POLICE 5	19-21-23-6250	DFT0011063	8,352.64
PETTY CASH	FY25 DEC-MAY	07/23/2025	UNITED REFRIGERATION - PL	19-21-23-7302	68803	8.10

Division 23 - PUBLIC SAFETY Total: 63,702.82**Department 21 - POLICE Total: 63,702.82****Fund 19 - PUBLIC SAFETY FUND Total: 63,702.82****Fund: 99 - POOLED CASH**

ARVEST BANK	1797-07/14/25	07/16/2025	EPAYMENT 7/16/25	99-2809	DFT0011087	8,039.26
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Council Report of Invoices Paid Listing

Payment Dates: 7/10/2025 - 7/23/2025

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
ARVEST BANK	1797-07/21/25	07/23/2025	EPAYMENT 7/23/25	99-2809	DFT0011088	3,305.84
						11,345.10
						11,345.10
						11,345.10
						Fund 99 - POOLED CASH Total: 11,345.10
						Grand Total: 2,309,558.80

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	302,067.94
02 - CAPITAL IMPROVEMENT FUND	4,739.60
05 - PARKS & STORMWATER FUND	337,498.76
06 - MUNICIPAL ENTERPRISE FUND	43,281.67
16 - DEBT SERVICE-POLICE BLDG.	1,546,922.91
19 - PUBLIC SAFETY FUND	63,702.82
99 - POOLED CASH	11,345.10
Grand Total:	2,309,558.80

Account Summary

Account Number	Account Name	Payment Amount
01-11-12-6264	IN TOWN MEETINGS	8.31
01-12-10-6201	LEGAL AND ACCOUNTIN	15,845.04
01-12-14-6201	LEGAL AND ACCOUNTIN	500.00
01-13-15-6222	PUBLIC OFFICIALS LIABIL	46,600.00
01-13-15-6226	PROPERTY INSURANCE (	110,665.40
01-13-15-6253	TELEPHONE	214.39
01-13-15-7312	OFFICE SUPPLIES	58.18
01-13-51-6202	TECHNICAL AND PERSO	975.00
01-13-51-6213	OFFICE EQUIPMENT MAI	14,882.48
01-13-51-7331	COMPUTER HARDWARE	6,531.26
01-14-11-6213	OFFICE EQUIPMENT MAI	52.14
01-16-11-6211	EQUIPMENT MAINTENA	350.00
01-16-11-6212	BUILDING AND GROUND	14.83
01-16-11-6250	ELECTRICITY	6,775.90
01-16-11-6254	WATER AND SEWER	725.16
01-16-11-7302	SMALL TOOLS	11.22
01-16-11-7304	GENERAL SUPPLIES	61.78
01-16-11-7308	WEARING APPAREL AND	16.38
01-21-11-6253	TELEPHONE	240.12
01-21-11-7308	WEARING APPAREL AND	16.38
01-2213	DENTAL INSURANCE PAY	6,519.98
01-2226	DENTAL INS PREM PAID	266.79
01-2412	PEACE OFFICER AND STA	1.00
01-2413	CVC - CRIME VICTIMS C	7.50
01-2806	OLIA REIMBURSABLE RE	5,960.00
01-31-11-6202	TECHNICAL AND PERSO	43.50
01-31-11-6213	OFFICE EQUIPMENT MAI	224.51
01-31-11-7304	GENERAL SUPPLIES	3.52
01-31-41-6207	TEMP PROFESSIONAL SE	1,595.88

Account Summary

Account Number	Account Name	Payment Amount
01-31-41-6210	VEHICLE MAINTENANCE	735.53
01-31-41-6212	BUILDING AND GROUND	689.29
01-31-41-6250	ELECTRICITY	1,367.17
01-31-41-6251	STREET LIGHTING	17,564.30
01-31-41-6254	WATER AND SEWER	21,725.58
01-31-41-7303	HORTICULTURAL SUPPLI	580.00
01-31-41-7305	STREET & SIDEWALK MA	1,955.71
01-31-41-7308	WEARING APPAREL AND	427.58
01-31-43-6207	TEMP PROFESSIONAL SE	531.96
01-31-43-6210	VEHICLE MAINTENANCE	245.17
01-31-43-6212	BUILDING AND GROUND	924.91
01-31-43-6224	TAPPMAYER HOUSE MAI	112.31
01-31-43-6250	ELECTRICITY	1,393.64
01-31-43-6254	WATER AND SEWER	19,543.11
01-31-43-7303	HORTICULTURAL SUPPLI	580.00
01-31-43-7308	WEARING APPAREL AND	142.54
01-32-11-6202	TECHNICAL AND PERSO	80.80
01-32-11-6204	PLANNING AND DESIGN	13,822.50
01-32-11-6262	DUES MEMBERSHIPS &	3.50
01-32-61-6253	TELEPHONE	240.06
01-32-61-7308	WEARING APPAREL AND	200.00
01-4402	OCCUPATIONAL LICENSE	36.00
01-4604	POLICE MISC REVENUE	-0.37
02-61-71-9510	STREETS	4,739.60
05-61-71-9506	PARK DEVELOPMENT PR	337,498.76
06-14-31-6211	EQUIPMENT MAINTENA	69.35
06-14-31-6212	BUILDING AND GROUND	2,137.81
06-14-31-6213	OFFICE EQUIPMENT MAI	52.14
06-14-31-6226	PROPERTY INSURANCE (	22,233.44
06-14-31-6250	ELECTRICITY	4,594.60
06-14-31-7301	CHEMICALS & CLEANING	331.02
06-14-31-7307	GASOLINE, PROPANE &	126.55
06-14-31-9503	EQUIPMENT	2,792.97
06-14-32-6210	VEHICLE MAINTENANCE	16.77
06-14-32-6211	EQUIPMENT MAINTENA	182.62
06-14-32-6212	BUILDING AND GROUND	551.93
06-14-32-6226	PROPERTY INSURANCE (	444.35
06-14-32-7301	CHEMICALS & CLEANING	17.99
06-14-32-7303	HORTICULTURAL SUPPLI	4,480.23
06-14-33-6213	OFFICE EQUIPMENT MAI	52.14
06-14-33-6226	PROPERTY INSURANCE (	1,934.88
06-14-33-7301	CHEMICALS & CLEANING	48.80

Account Summary

Account Number	Account Name	Payment Amount
06-14-34-6226	PROPERTY INSURANCE (	353.64
06-14-34-7301	CHEMICALS & CLEANING	39.46
06-14-34-8315	SANDWICHES AND HOT	247.06
06-14-34-8316	BEER	797.50
06-14-34-8317	COFFEE,TEA & SOFT DRI	1,044.64
06-14-34-8319	SNACKS	731.78
16-61-71-6202	TECHNICAL AND PERSO	73,318.75
16-61-71-8410	DEBT INTEREST PAYMEN	18,604.16
16-61-71-9514	DEBT PRINCIPAL PAYME	1,455,000.00
19-21-23-6226	PROPERTY INSURANCE (	54,701.29
19-21-23-6250	ELECTRICITY	8,352.64
19-21-23-6254	WATER AND SEWER	640.79
19-21-23-7302	SMALL TOOLS	8.10
99-2809	EPAYABLES LIABILITY	11,345.10
Grand Total:		2,309,558.80

Project Account Summary

Project Account Key	Payment Amount
None	1,967,320.44
18702E	4,739.60
218E	308,668.76
221E	28,830.00
Grand Total:	2,309,558.80



city of CREVE COEUR

300 North New Ballas Road • Creve Coeur, Missouri 63141

(314) 432-6000 • Fax (314) 872-2539

APPLICATION TO PLANNING AND ZONING COMMISSION

#25-016: A CONDITIONAL USE PERMIT FOR A JIMMY JOHN'S RESTAURANT LOCATED AT 782 N. NEW BALLAS ROAD WITHIN CREVE COEUR PLAZA

FOR THE MEETING OF: Tuesday, July 8th, 2025, 6:00 PM

LOCATION: 782 N. New Ballas Road, within Creve Coeur Plaza. Zoned "CB" Core Business District.

REQUEST: Randy McNulty, of Randy James, Inc., restaurant owner, has submitted an application for a new conditional use permit for a 1,200 square foot Jimmy John's restaurant location at 782 N. New Ballas Road within the Creve Coeur Plaza Shopping Center. No exterior changes are proposed and the hours of operation will be from 10:00 AM to 10:00 PM seven days a week. There will be 16 inside seats in the restaurant and 6 employees at the busiest shift. The property is in the "CB" Core Business zoning district. Jimmy John's is a sandwich shop and the use is classified as a Limited-Service Restaurant (NAICS 722513) which is a conditional use that requires review and final approval by the City Council upon the recommendation of the Planning and Zoning Commission.

ADDITIONAL INFORMATION: Under Section 405.370, Table A of the Zoning Code, NAICS 722513 requires the issuance of a conditional use permit in the "CB" zoning district subject to the recommendation of the Planning and Zoning Commission and approval of the City Council.

Key Issues:

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

Creve Coeur 2030 Plan References

- Community Center District
- Design Guidelines

Zoning Code References

- Section 405.370: CB-Core Business District
- Section 405.470: Conditional Use Permit

APPLICANT: Randy McNulty
Randy James, Inc.
9347 Gravois Road
St. Louis, MO 63123

PROPERTY OWNER: Creve Coeur Plaza Associates, LLC
100 S. 4th Street
St. Louis, MO 63102



REPORT PREPARED BY: Bethany Moore, City Planner
DATE: 7/30/2025
ATTACHMENTS: Applicant's Materials received 6/6/25
Draft Ordinance

BACKGROUND:

The Creve Coeur Plaza shopping center, located at the southeast corner of Olive Boulevard and North New Ballas Road, was approved and constructed in 1970. This site has pre-existing non-conformities in relation to the current zoning code. The center consists of four interconnecting buildings, currently housing 23 tenant spaces, totaling approximately 73,423 square feet. The subject tenant space was previously a Subway restaurant which operated under an existing CUP for a Dairy Queen that was approved in 1992 as Ordinance no.1542 and was amended by Ordinances no. 1586 and 2138. The existing CUP will be repealed and replaced with a new CUP for Jimmy John's with updated conditions to match current typical conditions for restaurants. Creve Coeur Plaza currently has 16 tenants and 6 vacancies. Jimmy John's will be occupying 1,200 square feet within tenant space 5 of the 4-building shopping center.

PROJECT DESCRIPTION

The Applicants are seeking approval for a new conditional use permit for a Jimmy John's location, a fast causal sandwich shop that offers a variety of sandwiches, including classics, wraps, and customizable options with a focus on hand-sliced meats and fresh-baked bread. They also offer order ahead for pick-up and delivery options. The proposed space is 1,200 square feet and no changes to the exterior of the building or the site are proposed in association with this application. Hours of operation are 10:00 AM to 10:00 PM seven days a week with 6 employees at busiest shift.

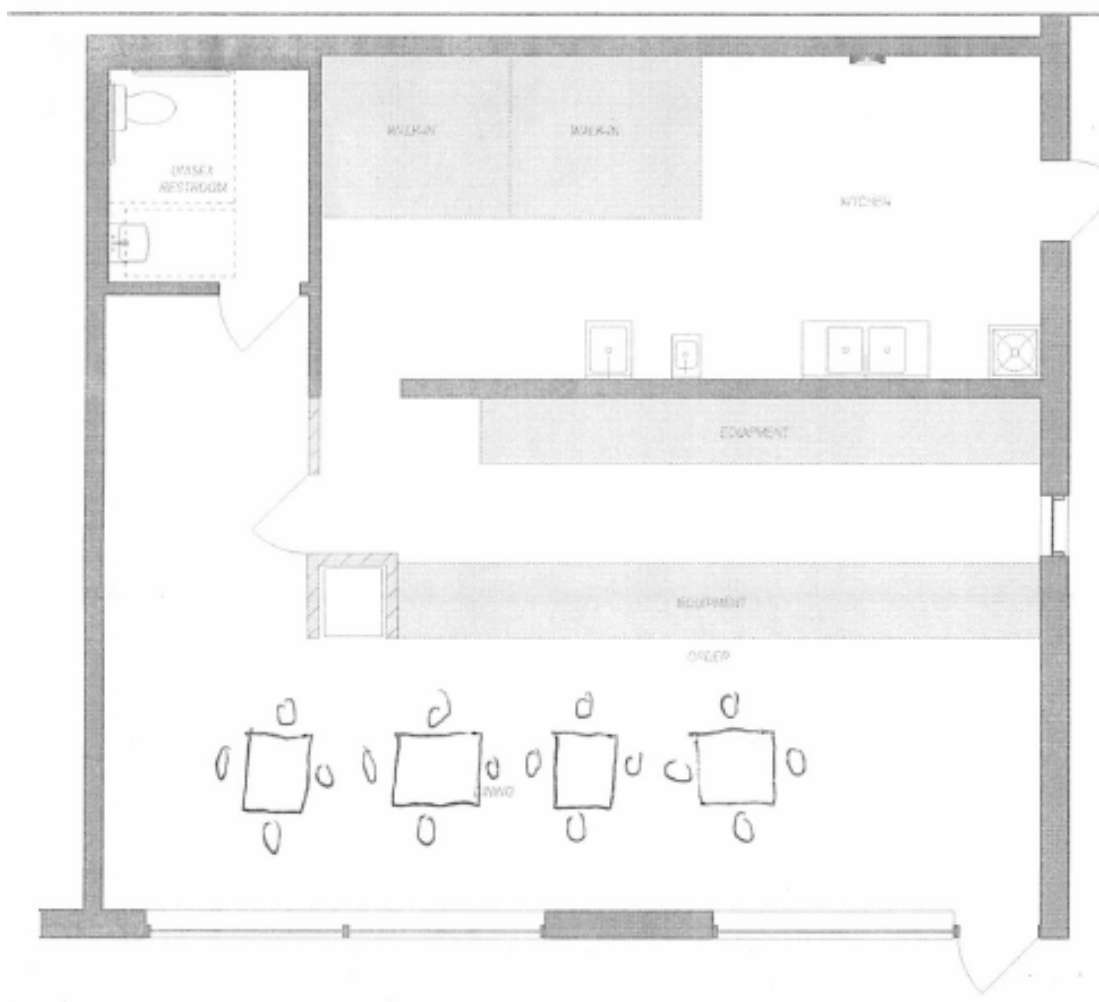


Figure 1: Floor Plan.



Figure 2: Proposed Location Site Plan. Jimmy John's shown in red circle.

LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

DIRECTION	USE	ZONED	SEPARATED BY
North	Commercial	CB-Core Business	Olive Boulevard
South	Commercial	CB-Core Business	Studt Road
East	Commercial	CB-Core Business	Will Avenue
West	Commercial	CB-Core Business	N. New Ballas Road

COMPREHENSIVE PLAN REVIEW

Creve Coeur 2030 Plan

The *Creve Coeur 2030 Plan* includes the overall goal for Placemaking & Community Identity by creating mixed-use, walkable districts (p. 45), and the long-term Economic Growth & Community Services goal of providing community services, amenities, and experiences necessary to leverage and capture the changing consumer preferences for more lifestyle centers (p. 47). The subject property is located within the Community Center District (CC) place type which supports the development of a variety of medium- to high-density, high-intensity, and mixed-use commercial, dining, retail, office, and multi-family residential in a vibrant, walkable, urban environment. The Community Center District serves as Creve Coeur's "downtown" with a goal of an established identity for the City as a regional destination. Filling empty spaces in the center works toward this goal. The applicant is filling a vacancy within a commercial building at Creve Coeur Plaza. No changes to the exterior of the building or site are proposed. Therefore, the use within the Plaza is consistent with the Comprehensive Plan as much as this proposal can be.

ZONING REVIEW

NAICS 722513 Limited-Service Restaurant are permitted as conditional uses with review and approval by the City Council upon the recommendation of the Planning and Zoning Commission in all of the commercial districts of the City. The entire Creve Coeur Plaza complex is 5.32 acres with approximately 73,423 square feet of retail space. The proposal is for 1,200 square feet thus representing roughly 1.6% of the complex's square footage.

Parking:

Parking regulations for eating and drinking establishment with 16 or fewer seats are discussed under Section 405.820(F)(5)(b) which requires parking spaces to be required at the ratio for basic retail uses, 4/1000 square feet of floor area. The proposed space is 1,200 square feet with 16 indoor seats so 5 parking spaces are required. The shopping center has 379 total parking spaces for the center's use. Staff did not conduct a full parking analysis for the center; however, parking should be sufficient as the proposed use is similar to the prior use with limited indoor seating.

OTHER REVIEW ITEMS

Trash for the restaurant will utilize the existing dumpster located behind the building. The dumpster enclosure is in good repair.

RECOMMENDED CONDITIONS FOR APPROVAL

Based on the above analysis, the request for a conditional use permit appears to meet all of the requirements of the Zoning Ordinances and is consistent with the goals and objectives of the Comprehensive Plan. Staff recommends repealing the prior conditional use ordinances for this tenant space within the shopping center as they are outdated. Should the Planning and Zoning Commission view this request favorably, staff recommends the approval be subject to the conditions below which are included in the draft ordinance:

1. Ordinance Nos. 1542, 1586 and 2138 are hereby repealed.
2. The Conditional Use Permit shall be for the operation of an approximately 1,200 square foot Limited-Service Restaurant, NAICS 722513, establishment at 782 North New Ballas Road, within Creve Coeur Plaza.
3. Maximum seating permitted is limited to 16 indoor seats. The Zoning Administrator may authorize additional indoor or outdoor seating, based upon a complete review of the parking for Creve Coeur Plaza to ensure zoning code compliance.
4. Hours of operation shall be from 10:00 AM to 10:00 PM every day of the week. Additional business hours may be permitted with the Zoning Administrator's approval including, but not limited to, the catering of special events.
5. Employee vehicles, delivery and company vehicles shall be parked in the adjacent parking lots behind the buildings.
6. All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code and require permit approval.
7. Any future enlargement, extension, expansion, or alteration in the use of the structures or site must be approved by the City Council upon receipt of the recommendation of the Planning and Zoning Commission as an amendment to the Conditional Use Permit before a Building Permit for the enlargement, expansion or alteration may be issued.
8. Failure to comply with any one or all of the conditions of this permit shall be adequate cause for the revocation of said permit by the City Council, provided, however, no permit shall be revoked without prior notice to the owner of the intention of the City Council to revoke this permit and reasonable time granted to the owner to correct or remedy any such breach of conditions, except for repeated breaches or violations.
9. No conditional use permit granted by the City Council shall be valid for a period longer than one year from the date it grants the conditional use permit, unless within such period: (1) a building permit is obtained and construction is begun; or (2) if a building permit is not required, an occupancy permit is obtained, and the use of the building commenced. The City Council may grant

extensions to the one (1) year period of not more than one hundred and eighty (180) days each, without notice or hearing, provided that a written request for such extension is filed by the original applicant and approved by the City Council prior to the date the conditional use permit is scheduled to expire.

10. Any transfer of ownership or lease of the property shall include in the transfer or lease agreement a provision that the purchaser or lessee agrees to the conditions herein set forth, and written confirmation thereof signed by the new owner or lessee shall be filed with the City at the time of such transfer or lease. Failure to comply with this provision shall not excuse anyone from these conditions.

ACTION

If the Planning and Zoning Commission finds the attached draft conditional use permit ordinance to be in conformance with the purposes and regulations of the Comprehensive Plan and Zoning Code, it may vote on a recommendation to the City Council. Any changes to the draft ordinance should be discussed and made by separate actions.

MOTION

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

“I move to recommend approval of a Conditional Use Permit for Jimmy John’s located at 782 N. New Ballas Road, within Creve Coeur Plaza, subject to the conditions discussed in the Staff Report and Draft Ordinance for the meeting of July 8, 2025” (conditions may be added, eliminated, or modified by preceding motion).

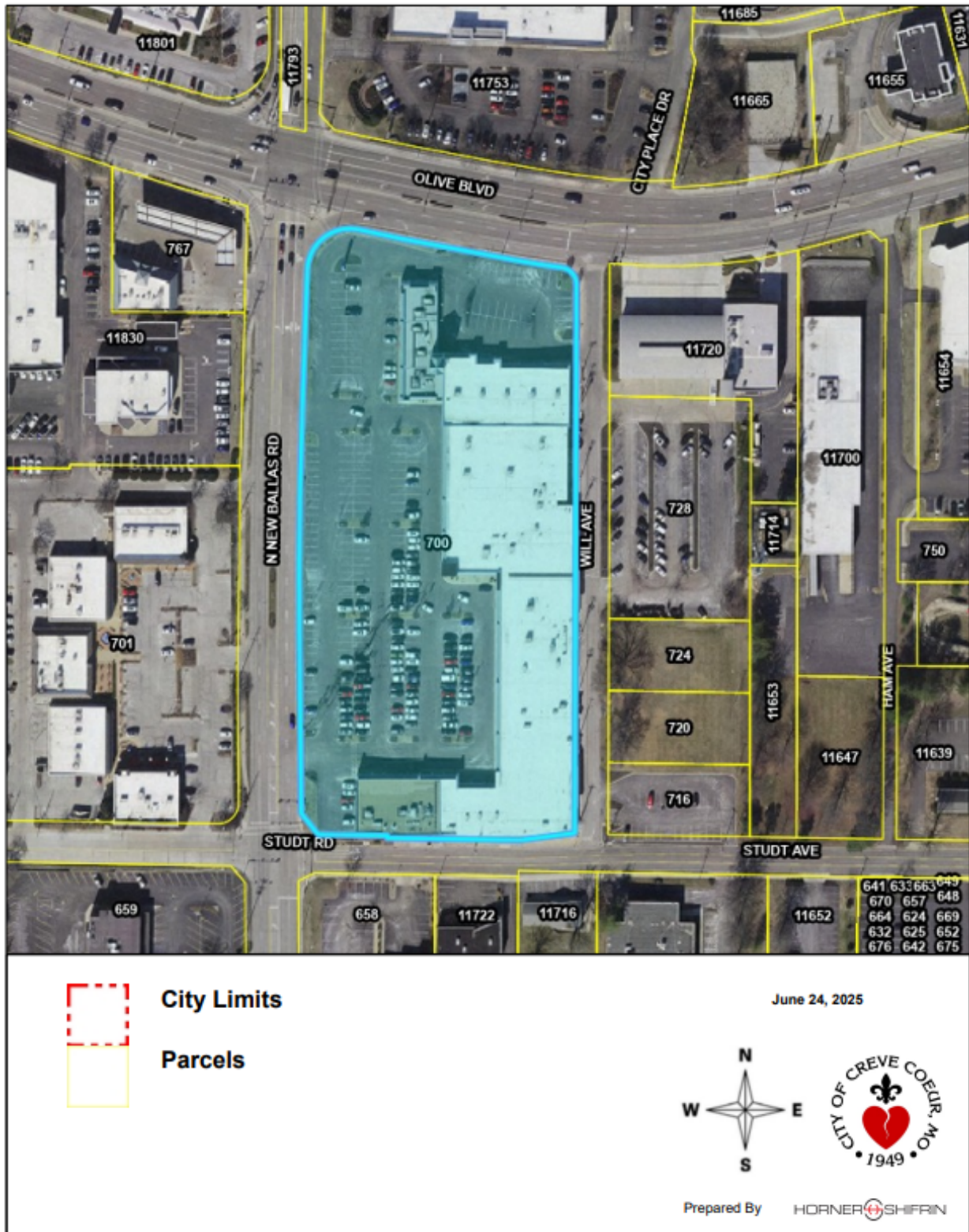
APPENDIX 1: COMPREHENSIVE PLAN, INCLUDING DESIGN GUIDELINES

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

APPENDIX 2: ZONING CODE

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

APPENDIX 3: AERIAL PHOTO



**AN ORDINANCE REPEALING ORDINANCES 1542, 1586, AND 2138 AND
AUTHORIZING THE ISSUANCE OF A NEW CONDITIONAL USE PERMIT FOR
A 1,200 SQUARE-FOOT LIMITED-SERVICE RESTAURANT, JIMMY JOHN'S,
LOCATED AT 782 NORTH NEW BALLAS ROAD WITHIN CREVE COEUR
PLAZA**

WHEREAS, Ordinances 1542, 1582 and 2138 are hereby repealed; and

WHEREAS, under Section 405.360(C), all eating and drinking places in the "CB" Core Business zoning district require the issuance of a conditional use permit as provided in Section 405.1070, Conditional Use Permits; and

WHEREAS, Randy McNulty, of Randy James, Inc, restaurant owner, submitted an application for a new conditional use permit for a 1,200 square foot restaurant, Jimmy John's, with 16 indoor seats, at 782 North New Ballas Road, within Creve Coeur Plaza; and

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Tuesday, July 8, 2025, beginning at 6:00 p.m. or immediately following the close of the previous public hearing, on said application for the conditional use permit as provided by Section 405.1070(D)(2); and

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

WHEREAS, the Planning and Zoning Commission reviewed and, by a 5-0 vote, recommended approval of the conditional use permit, subject to the conditions contained herein, at its meeting on July 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 ordinance has been made available for public inspection prior to its consideration by the Council; and this Bill having been read by title in open meeting two times before final passage by the City Council, and

WHEREAS, the City Council finds that the application and evidence presented clearly indicate that the proposed conditional use, when subject to certain conditions set forth herein:

1. Complies with all applicable provisions of this Zoning Ordinance Chapter 405 including but not limited to environmental performance standards presented in Section 405.550, the criteria in Section 405.470 and the standards of this chapter in regard to yard and setback, parking and loading areas, screening and buffering, refuse, storage and service areas and signs.

2. Will contribute to and promote the welfare and convenience of the community at the specific location.
3. Will not cause substantial injury to the value of neighboring property.
4. Is consistent with the applicable provisions of the City's Comprehensive Plan and any applicable neighborhood or sector plans, unless good cause is demonstrated for deviation there from.
5. Will provide, if applicable, erosion control and on-site stormwater detention in accordance with the standards contained in this Chapter.
6. Will be compatible with the surrounding area and thus will not impose an excessive burden or have a substantial negative impact on surrounding or adjacent users or on pedestrian or vehicular traffic or on community facilities or services, including but not limited to emergency services.

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

Section 1: A Conditional Use Permit is authorized to be issued pursuant to Section 3 hereof for the operation of a limited-service restaurant located at 782 North New Ballas Road, in the "CB" Core Business zoning district, within Creve Coeur Plaza, whose legal description is as follows:

A tract of land situated in the City of Creve Coeur, County of St. Louis, State of Missouri, lying in part of Section 3, Township 45 North, Range 5 East, being part of Lot 3 of Studt's Home Place, a subdivision filed for record in Plat Book 7, Page 38 of the land records of said St. Louis County; being part of Lots 1 and 2, and all of Lots 5 through 10 of Studt's Heights No. 2, a subdivision filed for record in Plat Book 15, Page 65 of said land records; being part of an Alley, 16 feet wide, vacated by Ordinance No. 308 of the City of Creve Coeur, a certified copy of which is filed April 25, 1962 as Daily No. 60 of said land records, which adjoins said Lots 5 through 10 of Studt's Heights No. 2; and being more particularly described as follows:

Beginning at the intersection of the South right-of-way line of Olive Boulevard, as widened, variable width, and the West right-of-way line of Will Avenue, 40 feet wide; thence along said West right-of-way line of Will Avenue, South 00 degrees 13 minutes 56 seconds West, a distance of 655.50 feet to the North right-of-way line of Studt Avenue, as widened, variable width; thence along said North right-of-way line of Studt Avenue as follows: South 81 degrees 58 minutes 33 seconds West, a distance of 65.69 feet; North 89 degrees 07 minutes 04 seconds West, a distance of 160.50 feet; North 00 degrees 52 minutes 56 seconds East, a distance of 3.00 feet; North 89 degrees 07 minutes 04 seconds West, a distance of 83.05 feet; North 38 degrees 03 minutes 20 seconds West, a distance of 32.55 feet to the East right-of-way line of North New Ballas Road, variable width; thence along said East right-of-way line of New Ballas Road as follows: North 00 degrees 32 minutes 01 seconds West, a distance of 212.64 feet to a curve; 261.47 feet along the arc of a curve to the right, having a radius of 5,689.08 feet, through a central angle of 002 degrees 38 minutes 00 seconds, with a chord that bears

North 00 degrees 46 minutes 59 seconds East, a distance of 261.45 feet; North 02 degrees 05 minutes 59 seconds East, a distance of 175.37 feet to said South right-of-way line of Olive Boulevard; thence along said South right-of-way line of Olive Boulevard as follows: 88.58 feet along the arc of a curve to the right, having a radius of 51.00 feet, through a central angle of 099 degrees 31 minutes 13 seconds, with a chord that bears North 51 degrees 51 minutes 36 seconds East, a distance of 77.86 feet; 52.08 feet along the arc of a curve to the right, having a radius of 2,919.93 feet, through a central angle of 001 degrees 01 minutes 19 seconds, with a chord that bears South 78 degrees 43 minutes 46 seconds East, a distance of 52.08 feet; South 79 degrees 18 minutes 26 seconds East, a distance of 140.51 feet to a curve; 56.28 feet along the arc of a curve to the left, having a radius of 1,009.83 feet, through a central angle of 003 degrees 11 minutes 36 seconds, with a chord that bears South 80 degrees 54 minutes 30 seconds East, a distance of 56.28 feet to a curve; 28.84 feet along the arc of a curve to the right, having a radius of 20.00 feet, through a central angle of 082 degrees 36 minutes 35 seconds East, with a chord that bears South 40 degrees 51 minutes 02 seconds East, a distance of 26.40 feet to the point of beginning.

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

1. Ordinance Nos. 1542, 1586 and 2138 are hereby repealed.
2. The Conditional Use Permit shall be for the operation of an approximately 1,200 square foot Limited-Service Restaurant, NAICS 722513, establishment at 782 North New Ballas Road, within Creve Coeur Plaza.
3. Maximum seating permitted is limited to 16 indoor seats. The Zoning Administrator may authorize additional indoor or outdoor seating, based upon a complete review of the parking for Creve Coeur Plaza to ensure zoning code compliance.
4. Hours of operation shall be from 10:00 AM to 10:00 PM every day of the week. Additional business hours may be permitted with the Zoning Administrator's approval including, but not limited to, the catering of special events.
5. Employee vehicles, delivery and company vehicles shall be parked in the adjacent parking lots behind the buildings.
6. All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code and require permit approval.
7. Any future enlargement, extension, expansion, or alteration in the use of the structures or site must be approved by the City Council upon receipt of the recommendation of the Planning and Zoning Commission as an amendment to the Conditional Use Permit before a Building Permit for the enlargement, expansion or alteration may be issued.
8. Failure to comply with any one or all of the conditions of this permit shall be adequate cause for the revocation of said permit by the City Council, provided, however, no permit shall be revoked without prior notice to the owner of the intention of the City Council to revoke this permit and reasonable time granted to the owner to correct or remedy any such breach of conditions, except for repeated breaches or violations.

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

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

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

ADOPTED THIS ____ DAY OF _____, 2025.

MARK MANLIN
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2025.

DR. ROBERT HOFFMAN
MAYOR

BILL NO. 6175

ORDINANCE NO. _____

ATTEST:

KELLIE HENKE, MRCC
CITY CLERK

BILL NUMBER 1576

ORDINANCE NUMBER 1542

AN ORDINANCE AUTHORIZING THE ISSUANCE OF A CONDITIONAL USE PERMIT TO OPERATE A DAIRY QUEEN RESTAURANT, LOCATED AT 782 NORTH NEW BALLAS ROAD, IN THE CREVE COEUR PLAZA SHOPPING CENTER IN THE "CB" CORE BUSINESS DISTRICT, SUBJECT TO THE FOLLOWING CONDITIONS HEREIN SET FORTH.

WHEREAS, APPLICATION WAS MADE BY MR. CREST OELKE, REPRESENTATIVE OF DAIRY QUEEN ENTERPRISE, INC. FOR A CONDITIONAL USE PERMIT FOR THE OPERATION OF A DAIRY QUEEN "CHOOS-A-TREAT" RESTAURANT AT 782 NORTH NEW BALLAS ROAD, IN THE "CB" CORE BUSINESS DISTRICT OF THE CITY OF CREVE COEUR, AND

WHEREAS, THE CITY'S PLANNING AND ZONING COMMISSION RECOMMENDED APPROVAL OF SAID APPLICATION, AND

WHEREAS, A PUBLIC HEARING WAS HELD BY THE CREVE COEUR CITY COUNCIL ON MONDAY, AUGUST 24, 1992, BEGINNING AT 6:30 P.M., ON SAID APPLICATION FOR THE CONDITIONAL USE PERMIT AS PROVIDED BY ARTICLE VIII, SECTION 26-114 OF ORDINANCE NUMBER 1044 OF THE CITY OF CREVE COEUR, AND

WHEREAS, NOTICE OF PUBLICATION FOR SAID PUBLIC HEARING HAD BEEN PREVIOUSLY PUBLISHED ON AUGUST 5, 12, AND 18, 1992 IN THE ST. LOUIS COUNTIAN, A NEWSPAPER OF GENERAL CIRCULATION IN THE CITY OF CREVE COEUR, AND

WHEREAS, ALL PARTIES DESIRING TO BE HEARD, EITHER FOR OR AGAINST SAID APPLICATION, WERE GIVEN AN OPPORTUNITY TO BE HEARD AT SAID PUBLIC HEARING, AND

WHEREAS, THE CITY COUNCIL, BEING FULLY INFORMED, FINDS THAT THE GRANTING OF THE APPLICATION WOULD BE IN HARMONY WITH AND BEAR A SUBSTANTIAL RELATION TO THE PUBLIC WELFARE, HEALTH, SAFETY, COMFORT AND CONVENIENCE OF THE CITIZENS OF THE CITY OF CREVE COEUR AND IN THE PUBLIC INTEREST AND IN CONFORMANCE WITH GOOD ZONING PRACTICE.

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

SECTION 1: A CONDITIONAL USE PERMIT IS AUTHORIZED TO BE ISSUED PURSUANT TO SECTION 3 HEREOF FOR THE OPERATION OF A DAIRY QUEEN

"CHOOS-A-TREAT" RESTAURANT TO BE LOCATED AT 782 NORTH NEW BALLAS ROAD, IN THE "CB" CORE BUSINESS DISTRICT, SUBJECT TO THE HEREINAFTER STATED CONDITIONS ON THE FOLLOWING DESCRIBED PROPERTY:

PARCEL #1: PART OF LOT 3 OF STUDDT'S HOME PLACE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 7 PAGE 38 OF THE ST. LOUIS COUNTY RECORDER'S OFFICE AND DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIPE AT THE INTERSECTION OF THE EAST LINE OF BALLAS ROAD 60 FEET WIDE, WITH THE SOUTH LINE OF OLIVE STREET ROAD 60 FEET WIDE; THENCE SOUTH 79 DEGREES 1 MINUTE EAST ALONG THE SOUTH LINE OF SAID OLIVE STREET ROAD A DISTANCE OF 166.64 FEET TO AN OLD STONE IN THE NORTHEAST CORNER OF SAID LOT 3; THENCE SOUTHWARDLY ALONG THE EAST LINE OF SAID LOT 3 TO AN OLD STONE IN THE NORTH LINE OF STUDDT AVENUE 30 FEET WIDE; THENCE WESTWARDLY ALONG THE NORTH LINE OF SAID STUDDT AVENUE A DISTANCE OF 166.81 FEET TO AN IRON PIPE IN THE EAST LINE OF SAID BALLAS ROAD; THENCE NORTHWARDLY ALONG SAID EAST LINE THE FOLLOWING COURSES AND DISTANCES, NORTH 0 DEGREES 19 MINUTES WEST 428.25 FEET TO AN IRON PIPE; AND THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2835 FEET A DISTANCE OF 128.64 FEET TO AN IRON PIPE, AND NORTH 2 DEGREES 17 MINUTES EAST 208.44 FEET TO THE POINT OF BEGINNING, ACCORDING TO SURVEY MADE BY ELBRING SURVEYING COMPANY ON APRIL 14, 1961, EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF MISSOURI FOR ROAD PURPOSES BY INSTRUMENT RECORDED IN BOOK 5458 PAGE 1.

SECTION 2: THE CONDITIONAL USE PERMIT GRANTED SHALL BE SUBJECT TO ALL APPLICABLE STATUTES, ORDINANCES, RULES AND REGULATIONS, AND THE FOLLOWING CONDITIONS:

1. THIS CONDITIONAL USE PERMIT SHALL BE FOR THE OPERATION OF A 1,200 SQUARE FOOT FOOD SERVICE ESTABLISHMENT.
2. THERE SHALL BE A MAXIMUM OF 16 SEATS FOR THE FOOD SERVICE ESTABLISHMENT.
3. THE HOURS OF OPERATION SHALL BE FROM 10:00 A.M. TO 10:00 P.M. SUNDAY THRU THURSDAY AND 10:00 A.M. TO 12:00 MIDNIGHT FRIDAY AND SATURDAY.
4. THE FLOOR PLAN FOR THE PROPOSED FOOD SERVICE ESTABLISHMENT SHALL BE FILED WITH THE CREVE COEUR ZONING ADMINISTRATOR, SHOWING THE

TYPE AND LOCATION OF ALL EQUIPMENT, FURNITURE, AND OTHER INFORMATION WHICH MAY BE REQUESTED BY THE BUILDING OFFICIAL.

5. SIGNS FOR THE RESTAURANT MUST BE IN CONFORMANCE WITH THE CITY'S SIGN REGULATIONS, AND PERMITS MUST BE OBTAINED FOR THE ERECTION OR MODIFICATION OF ANY SIGN ON THE PREMISES. BANNERS, PENNANTS, FRINGE, LIGHTS, PINWHEELS OR OTHER SIMILAR DEVICES FOR ATTRACTING ATTENTION MAY BE DISPLAYED ONLY IN CONFORMANCE WITH THE CITY'S CURRENT SIGN REGULATIONS. EXPOSED NEON SIGNS SHALL ONLY BE USED UPON REVIEW AND APPROVAL OF THE CITY'S PLANNING AND ZONING COMMISSION.

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

7. ANY MECHANICAL EQUIPMENT INSTALLED FOR THE RESTAURANT SHALL BE PROPERLY SCREENED WITH APPROVED MATERIALS.

8. ANY FUTURE ENLARGEMENT, EXTENSION, EXPANSION OR ALTERATION IN THE USE OF THE STRUCTURE OR SITE MUST BE APPROVED BY THE CITY COUNCIL UPON RECEIPT OF THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION AS AN AMENDMENT TO THE CONDITIONAL USE PERMIT BEFORE A BUILDING PERMIT FOR THE ENLARGEMENT OR ALTERATION MAY BE ISSUED.

9. SEASONAL OUTDOOR SEATING SHALL NOT BE ALLOWED.

10. THE SEATING AREA MUST HAVE SUFFICIENT PROPER SIGNS TO COMPLY WITH THE "NO SMOKING" ORDINANCE NUMBER 1392.

11. THERE SHALL BE A REAR REFUSE CONTAINER POSITIONED FOR THIS RESTAURANT WHICH CONFORMS TO STANDARDS SET BY THE CITY FOR THIS PARTICULAR SITE. ADDITIONAL TRASH RECEPTACLES SHALL BE ADDED ON THE EXTERIOR OF THE FACILITY, AND THE OPERATOR SHALL POLICE THE AREA AS NEEDED THROUGHOUT THE HOURS OF OPERATION.

12. A COPY OF ALL HEREIN ATTACHED CONDITIONS SHALL BE FURNISHED BY THE OWNER OR PETITIONER TO THE OPERATOR(S) OR MANAGER(S), INCLUDING SUCCESSIVE OPERATOR(S), OWNER(S) OR MANAGER(S), WHO SHALL FORWARD TO THE ZONING ENFORCEMENT OFFICER AN ACKNOWLEDGEMENT THAT HE OR SHE HAS READ AND UNDERSTOOD EACH OF THESE CONDITIONS AND AGREES TO COMPLY THEREWITH.

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

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

15. THE APPLICANT SHALL INSTALL A GUARDRAIL ALONG THE SIDEWALK WHICH SERVES THE WALK-UP WINDOW ADJACENT TO THE PARKING LOT DRIVE AISLE FOR THE PROTECTION AND SAFETY OF THE CUSTOMERS, SUBJECT TO REVIEW AND APPROVAL OF THE CITY OF CREVE COEUR.

SECTION 3: THE CITY ADMINISTRATOR OF THE CITY OF CREVE COEUR IS HEREBY AUTHORIZED AND DIRECTED TO ISSUE A CONDITIONAL USE PERMIT IN ACCORDANCE WITH THE PROVISIONS OF THIS ORDINANCE, SAID PERMIT TO EXPRESSLY PROVIDE FOR THE CONDITIONS AND STIPULATIONS HEREINABOVE SET OUT IN SECTION 2 OF THIS ORDINANCE.

SECTION 4: THIS ORDINANCE SHALL BECOME EFFECTIVE AT THE EXPIRATION OF FIFTEEN (15) DAYS AFTER ADOPTION BY THE CITY COUNCIL AND THE SIGNING THEREOF BY THE MAYOR.

PASSED THIS 14th DAY OF September, 1992.


SUE BAUM, MAYOR

APPROVED THIS 14th DAY OF September, 1992.


SUE BAUM, MAYOR

ATTEST:


LAVERNE COLLINS, CITY CLERK

BILL NUMBER 1621

ORDINANCE NUMBER 1586

AN ORDINANCE AMENDING ORDINANCE NO. 1542 WHICH AUTHORIZED THE ISSUANCE OF A CONDITIONAL USE PERMIT TO OPERATE A DAIRY QUEEN RESTAURANT, LOCATED AT 782 NORTH NEW BALLAS ROAD, IN THE CREVE COEUR PLAZA SHOPPING CENTER IN THE "CB" CORE BUSINESS DISTRICT, SO AS TO ALLOW FOR SEASONAL OUTDOOR SEATING.

WHEREAS, APPLICATION WAS MADE FOR AN AMENDMENT TO THE CONDITIONAL USE PERMIT AUTHORIZED BY ORDINANCE NUMBER 1542 FOR THE OPERATION OF A DAIRY QUEEN "CHOOS-A-TREAT" RESTAURANT, TO ALLOW FOR SEASONAL OUTDOOR SEATING AT 782 NORTH NEW BALLAS ROAD.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CREVE COEUR THAT ORDINANCE NUMBER 1542, SECTION 2, OF THE CITY OF CREVE COEUR, SHALL BE AND IS HEREBY AMENDED AS FOLLOWS:

SECTION 1: ORDINANCE NUMBER 1542, SECTION 2, IS HEREBY AMENDED TO INCLUDE TWO NEW CONDITIONS TO READ AS FOLLOWS:

16. SEASONAL OUTDOOR SEATING SHALL BE ALLOWED, LIMITED TO A MAXIMUM OF FOUR (4) TABLES AND SIXTEEN (16) SEATS.

17. OUTDOOR STORAGE OF SEASONAL FURNITURE IS NOT PERMITTED.

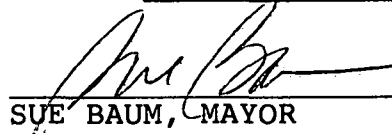
SECTION 2: THIS ORDINANCE IS HEREBY DECLARED AN EMERGENCY IN ORDER TO ALLOW THE BUSINESS OWNER TO MAXIMIZE THE USE OF THE OUTDOOR FACILITY DURING THE SUMMER MONTHS AND DUE TO THE MINOR NATURE OF THE REQUESTED AMENDMENT.

SECTION 3: THIS ORDINANCE SHALL BECOME EFFECTIVE AFTER ADOPTION BY THE CITY COUNCIL AND THE SIGNING THEREOF BY THE MAYOR.

PASSED THIS 14th DAY OF June 1993.


SUE BAUM, MAYOR

APPROVED THIS 14th DAY OF June 1993.


SUE BAUM, MAYOR

ATTEST:


LAVERNE COLLINS, CMC
CITY CLERK

BILL NO. 3110

ORDINANCE NO. 2138

AN ORDINANCE TO AMEND ORDINANCE NOS. 1542 AND 1586 REGARDING THE CONDITIONAL USE PERMIT FOR THE OPERATION OF A DAIRY QUEEN RESTAURANT LOCATED AT 782 N. NEW BALLAS ROAD IN THE CREVE COEUR PLAZA SHOPPING CENTER, IN THE "CB" CORE BUSINESS DISTRICT, IMPOSING ADDITIONAL CONDITIONS OF OPERATION AND DECLARING AN EMERGENCY.

WHEREAS, THE CITY COUNCIL HAS DETERMINED IT TO BE IN THE BEST INTEREST OF THE CITY TO IMPOSE ADDITIONAL CONDITIONS IN THE CONDITIONAL USE PERMIT AUTHORIZED BY ORDINANCE NO. 1542, AS AMENDED BY ORDINANCE NO. 1586, FOR THE OPERATION OF A DAIRY QUEEN RESTAURANT AT 782 N. NEW BALLAS ROAD IN THE CREVE COEUR PLAZA SHOPPING CENTER AND,

WHEREAS, A COPY OF THIS PROPOSED ORDINANCE HAS BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS ADOPTION BY THE CITY COUNCIL AND THIS BILL HAVING BEEN READ BY TITLE IN OPEN MEETING THREE TIMES BEFORE FINAL PASSAGE BY THE CITY COUNCIL.

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

SECTION 1. ORDINANCE NO. 1542, SECTION 2, IS HEREBY AMENDED TO INCLUDE FOUR ADDITIONAL CONDITIONS TO READ AS FOLLOWS:

18. THE OPERATOR OF THE RESTAURANT SHALL FORWARD TO THE CITY, ON A MONTHLY BASIS, COPIES OF THE STORE'S SALES TAX REPORTS FILED WITH THE STATE OF MISSOURI AND CONFIRMATION THAT ALL SALES TAX DUE AND OWING BY THE STORE FOR SUCH PERIOD HAVE BEEN FULLY AND TIMELY PAID.

19. THE OPERATOR SHALL MAINTAIN, AT ALL TIMES, A RATING OF "A" (85% OR BETTER) FROM THE ST. LOUIS COUNTY HEALTH DEPARTMENT AND SHALL IMMEDIATELY FORWARD TO THE CITY A COPY OF ALL INSPECTIONS OF THE STORE MADE BY THE ST. LOUIS COUNTY HEALTH DEPARTMENT AT THE TIME SUCH INSPECTION AND REPORT ARE MADE. WITHIN 48 HOURS OF RECEIVING A RATING BELOW 85% BY THE ST. LOUIS COUNTY HEALTH DEPARTMENT, THE OPERATOR SHALL FILE AN AFFIDAVIT WITH THE CITY OF CREVE COEUR VERIFYING THAT ALL DEFICIENCIES NOTED BY ST. LOUIS COUNTY HAVE BEEN CORRECTED. IMMEDIATELY UPON THE ISSUANCE OF A SUBSEQUENT RATING BELOW 85% BY THE ST. LOUIS COUNTY HEALTH DEPARTMENT, THE OPERATOR SHALL SUSPEND ITS OPERATION UNTIL ITS 85% RATING, OR BETTER, HAS BEEN RESTORED.

20. THE OPERATOR AGREES TO MAINTAIN A RATING OF 80 OR BETTER ON ITS EVALUATIONS FROM THE DAIRY QUEEN FRANCHISOR AND ALSO AGREES TO IMMEDIATELY FORWARD TO THE CITY A COPY OF ALL FRANCHISE INSPECTION FORMS, RATINGS OR EVALUATIONS FROM THE DAIRY QUEEN FRANCHISOR IMMEDIATELY UPON RECEIPT OF SAME FROM THE DAIRY QUEEN FRANCHISOR. FOR A PERIOD OF ONE YEAR AFTER THE ADOPTION OF THIS ORDINANCE, THE DAIRY QUEEN FRANCHISOR AGREES TO INSPECT AND EVALUATE THE STORE AT 782 N. NEW BALLAS ROAD ON A MONTHLY BASIS, TO MAKE SUCH EVALUATIONS IN WRITING, AND TO PROMPTLY PROVIDE COPIES OF SUCH EVALUATIONS TO THE CITY OF CREVE COEUR.

21. THIS ORDINANCE SHALL BE VOID AND OF NO EFFECT UNLESS AND UNTIL THE DAIRY QUEEN FRANCHISOR AND THE OPERATOR OF THE STORE HAVE FILED WITH THE CITY THEIR WRITTEN, UNCONDITIONAL ACCEPTANCE OF THIS ORDINANCE AND ORDINANCE NOS. 1542 AND 1586, SIGNED BY AUTHORIZED OFFICERS OF THE FRANCHISOR AND THE OPERATOR. BY SUCH ACCEPTANCE, FRANCHISOR AND OPERATOR AGREE TO FULLY AND TIMELY COMPLY WITH EACH PROVISION AND CONDITION OF THIS CONDITIONAL USE PERMIT AND FURTHER ACKNOWLEDGE AND AGREE THAT UPON THE FAILURE TO FULLY AND TIMELY COMPLY WITH ANY CONDITION OF THIS CONDITIONAL USE PERMIT, THE CITY MAY REVOKE THIS CONDITIONAL USE PERMIT.

SECTION 2. THIS ORDINANCE IS HEREBY DECLARED AN EMERGENCY IN ORDER TO ALLOW THE OPERATOR TO MAXIMIZE THE USE OF THE RESTAURANT DURING THE REMAINDER OF THE SUMMER AND THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY UPON ITS ADOPTION AND EXECUTION.

ADOPTED THIS 17TH DAY OF JULY, 2001.


SUE KROEGER
PRESIDENT OF CITY COUNCIL

APPROVED THIS 17TH DAY OF JULY, 2001.


ANNETTE KOLIS MANDEL
MAYOR

ATTEST:


LAVERNE COLLINS, CMC
CITY CLERK



city
of

CREVE COEUR

PLANNING DIVISION

300 North New Ballas Road, Creve Coeur, Missouri 63141

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

File # _____

PLANNING AND ZONING COMMISSION AGENDA APPLICATION CONDITIONAL USE PERMIT

PLEASE COMPLETE FRONT AND BACK PAGES

Applicant:	Applicant's Representative (if applicable):
Randy McNulty <i>Name</i> Randy James Inc. <i>Company (If Applicable)</i> 9347gravois Rd <i>Address</i> St. Louis Mo. 63123 <i>Address</i> Telephone # 636-675-1903 <i>Telephone #</i> Fax # <i>Fax #</i> Email: randy@randyjamesinc.com <i>Email:</i> DocuSigned by:  0CC8B48FDD034A1...	<i>Name</i> <i>Company (If Applicable)</i> <i>Address</i> <i>Address</i> <i>Telephone #</i> <i>Fax #</i> <i>Email:</i>
<i>Applicant's Signature</i>	<i>Applicant's Representative's Signature</i>

Property Information:	Owner's Acknowledgement (if different from applicant):
782 N. New Ballas Rd <i>Address</i> CreveCoeurMo.63141 <i>Address</i> Jimmy John's <i>Development Name (if any)</i> <i>Current Zoning</i> <i>Prior CUP Approvals (if known)</i> 	<i>Name</i> <i>Company (If Applicable)</i> <i>Address</i> <i>Address</i> <i>Telephone #</i> <i>Fax #</i> <i>Email:</i>
	<i>Owner's Signature</i>

Description of Requested Use (attach additional sheets as needed)

General Description of Business: Jimmy John's Sandwiches.

Gross Floor Area – Existing and Proposed: 1200 sq foot

Number of Seats (for restaurant only): 16

Number of Employees at the busiest shift: 6

Hours of Operation: 10am - 10pm

Current or Most Recent Use of the Property: Subway

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

Rationale

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

Submittal Checklist

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

Preferred Public Hearing Date: Monday, July 8, 2025.

****See Planning & Zoning Commission schedule and confirm available meeting dates with Planning Division staff****

Office Use Only	
☐ All Sections Complete	Received By: _____
☐ All Documents, incl. e-Copies	_____
☐ Fees Paid	Date: _____

Revised: 7/22

City of Creve Coeur,

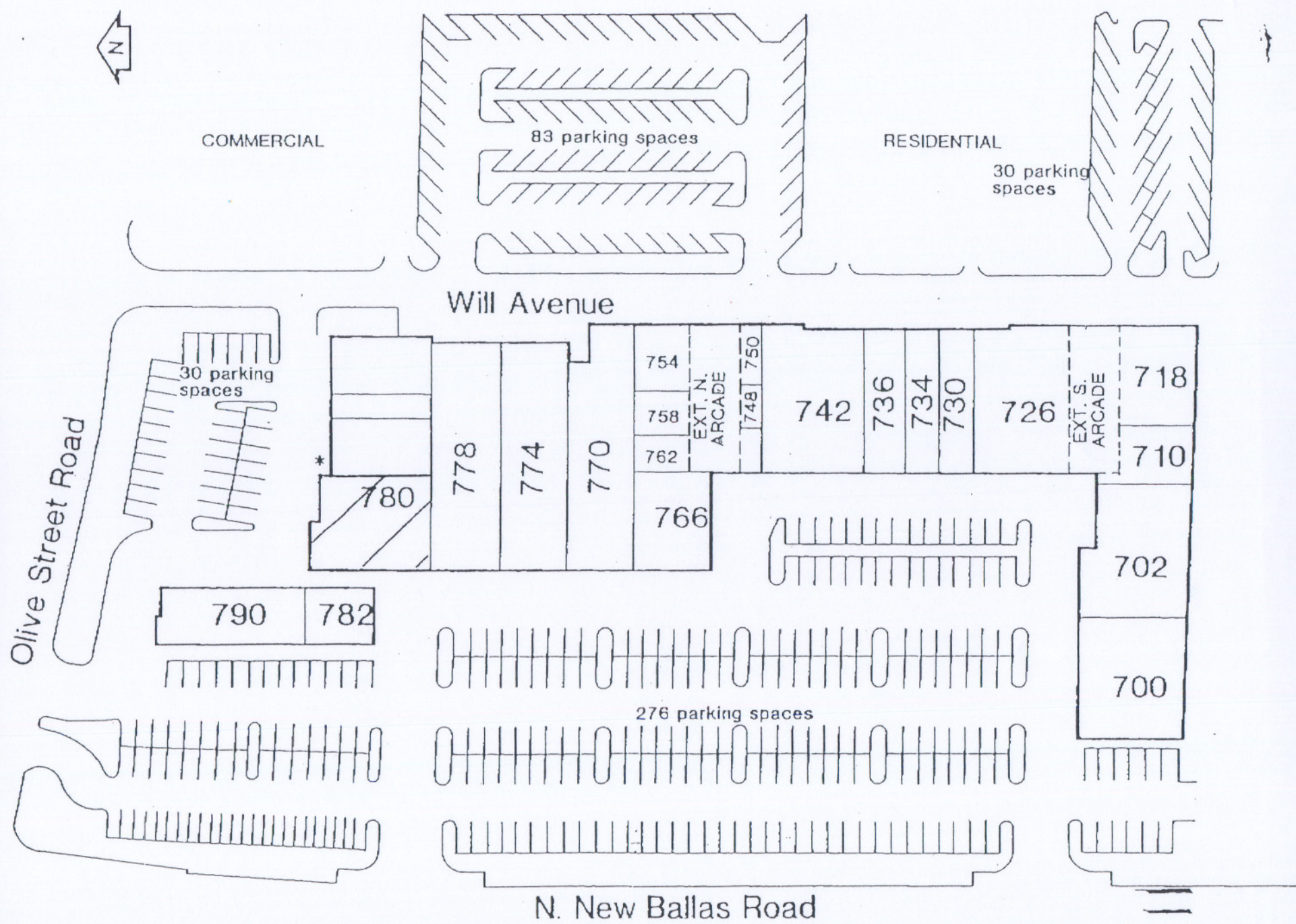
I am writing to inform you of Randy James Inc.'s proposal for a second Jimmy John's location in Creve Coeur. As the largest Jimmy John's franchisee in Missouri, we are excited about the possibility of further investing in the community.

The proposed location would take over the space of a currently shuttered Subway restaurant. We anticipate minimal exterior changes, with only updated signage planned, which would be subject to approval by both the city and the property owner. The interior of the space would be tastefully updated to align with the Jimmy John's brand.

This new location is projected to employ approximately 20 people and will be supported by our experienced operational team, including a district manager, a regional facility manager, and our Director of Operations who oversees all of our Missouri locations.

We are enthusiastic about the prospect of expanding our presence in Creve Coeur and look forward to the opportunity to move forward with this new venture.

Sincerely,
Randy McNulty
Randy James Inc.



Creve Coeur Plaza Shopping Center

* upper level suites 11772 Olive
11770 Olive
11756-11764 Olive

AN ORDINANCE OF THE CITY OF CREVE COEUR, MISSOURI, IMPOSING A USE TAX FOR GENERAL REVENUE PURPOSES AT THE RATE EQUAL TO THE TOTAL LOCAL SALES TAXES IN EFFECT FOR THE PRIVILEGE OF STORING, USING OR CONSUMING WITHIN THE CITY ANY ARTICLE OF TANGIBLE PERSONAL PROPERTY PURSUANT TO THE AUTHORITY GRANTED BY AND SUBJECT TO THE PROVISIONS OF SECTIONS 144.600 THROUGH 144.761 RSMO; PROVIDING FOR THE USE TAX TO BE REPEALED, REDUCED OR RAISED IN THE SAME AMOUNT AS ANY CITY SALES TAX IS REPEALED, REDUCED OR RAISED; AND PROVIDING FOR SUBMISSION OF THE PROPOSAL TO THE QUALIFIED VOTERS OF THE CITY FOR THEIR APPROVAL AT THE GENERAL ELECTION CALLED AND TO BE HELD IN THE CITY ON NOVEMBER 4, 2025.

WHEREAS, the City of Creve Coeur has imposed local sales taxes, as defined in Section 32.085 RSMo, at the total rate of 1.25% with voter approval; and

WHEREAS, the City is authorized, under Section 144.757 RSMo, to impose the equivalent of a sales tax on purchases made from out-of-state sellers by in-state buyers and on certain intrabusiness transactions, known as a local use tax, at a rate equal to the rate of the total local sales taxes in effect in the City; and

WHEREAS, the proposed City use tax cannot become effective until approved by the voters;

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

Section 1. Pursuant to the authority granted by, and subject to, the provisions of Sections 144.600 through 144.761 RSMo, a use tax for general revenue purposes, being the equivalent of a sales tax on purchases made from out-of-state sellers by buyers in the City, is imposed for the privilege of storing, using, or consuming within the City any article of tangible personal property. This tax does not apply with respect to the storage, use or consumption of any article of tangible personal property purchased, produced, or manufactured outside this state until the transportation of the article has finally come to rest within this City or until the article has become commingled with the general mass of property of this City.

Section 2. The rate of the tax shall be equal to the total local sales tax in effect, which currently is 1.25%. If any City sales tax is repealed or the rate thereof is reduced

AMENDED BILL NO. 6176

ORDINANCE NO. _____

or raised by voter approval, the City use tax rate also shall be deemed to be repealed, reduced, or raised by the same action repealing, reducing, or raising the City sales tax.

Section 3. This use tax shall be submitted to the qualified voters of Creve Coeur, Missouri, for their approval, as required by the provisions of Section 144.757 RSMo, at the general election to be held in the City on Tuesday, the 4th day of November 2025. The ballot of submission shall contain substantially the following language:

PROPOSITION 1

Shall the City of Creve Coeur impose a local use tax at the same rate as the total local sales tax rate to support services such as trash, police, leaf/limb, provided that if the local sales tax rate is repealed, or reduced or raised by voter approval, the local use tax rate shall also be repealed, reduced, or raised by the same action?

☐ Yes

☐ No

If you are in favor of the question, place an "X" in the box opposite "Yes."
If you are opposed to the question, place an "X" in the box opposite "No."

Section 4: If a majority of the votes cast on the proposition by the qualified voters voting thereon are in favor of the proposition, then the tax provided hereby shall be in effect on the first day of the calendar quarter which begins at least 45 days after the Missouri Director of Revenue receives notice of adoption of the City use tax, or as soon thereafter as permitted under Section 144.757 RSMo.

Section 5. Within ten (10) days after the approval of this ordinance by a majority of the qualified voters of Creve Coeur, Missouri, the City Clerk shall forward to the Director of Revenue of the State of Missouri by United States registered mail or certified mail, a certified copy of this ordinance together with certifications of the election returns and shall at such time and from time to time forward any geographic and/or mapping information as may be needed by the Director of Revenue to correctly administer and distribute such taxes due to the City.

Section 6. This Ordinance shall be in full force and effect from and its passage and approval pursuant to section 3.11(g) of the City Charter.

PASSED BY THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI,
THIS _____ DAY OF _____, 2025.

AMENDED BILL NO. 6176

ORDINANCE NO. _____

MARK MANLIN
CITY COUNCIL PRESIDENT

APPROVED THIS _____ DAY OF _____, 2025.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE, MRCC
CITY CLERK

Use Tax

Frequently Asked Questions

Why is the Council considering putting a use tax proposition on the ballot?

The cost of providing city services has risen significantly, while city revenue growth is flat. Revenue from the use tax would help fund essential city services, such as residential trash and recycling collection, which is currently provided to homeowners at no cost. The additional revenue would also help fund other services, such as leaf and limb collection and police services. More people are shopping online or from out-of-state vendors who don't collect local sales taxes, reducing sales tax revenues available to fund city services. In addition, the use tax helps create a level playing field for local businesses. A local use tax ensures that these purchases are taxed at the same rate as purchases made in Creve Coeur.

What is a use tax?

A use tax is a tax on goods purchased by Missouri residents from out-of-state or online vendors who do not collect Missouri sales tax. It ensures that these purchases are taxed similarly to items bought from local businesses.

What is the proposed use tax rate?

If approved, the City's local use tax rate would be 1.25%, equal to Creve Coeur's local sales tax rate.

Is this a double tax?

No. You pay either a sales tax or a use tax, never both. The use tax only applies when sales tax is not being collected.

Will the use tax apply to all online purchases?

No.

- If you buy from a **Missouri vendor**, **sales tax** applies.
- If you buy from an **out-of-state vendor** that does **not** collect Missouri sales tax, **use tax** applies.

When does the use tax apply?

The use tax only applies to out-of-state purchases where Missouri and local sales taxes are not collected at checkout.

Examples:

-  **Use tax applies:** Buying furniture from an online vendor based in another state that doesn't charge Missouri sales tax.
-  **Use tax does not apply:** Buying shoes from a Missouri-based online store (sales tax already collected).

How much revenue could the use tax generate for the City of Creve Coeur?

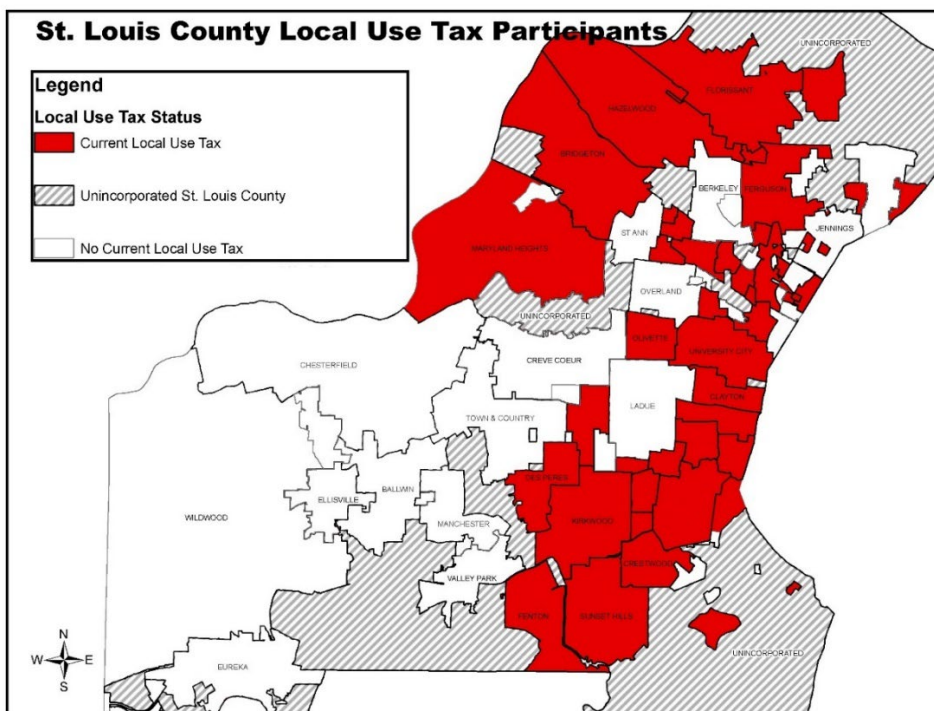
The City estimates annual revenue from the use tax could range from \$626,000 to \$1.2 million. A majority of that revenue is expected to come from large commercial businesses making out-of-state purchases.

What would the revenue be used for?

Revenue from the use tax would help fund essential city services, such as residential trash and recycling collection, which is currently provided to homeowners at no cost. The additional revenue would also fund other services, such as leaf and limb collection and police services. The cost of providing city services has increased substantially over the last several years. For example, under the City's new contract with Republic Services, the cost of residential trash service rose by 23%, while city revenues have essentially remained flat.

Do other cities in the St. Louis area have a use tax?

Yes, 54 out of 81 municipalities in St. Louis County have a local use tax in place.



Does the state of Missouri have a use tax in place?

Yes. The Missouri state use tax rate is 4.225%, which matches the state's sales tax rate. The City of Creve Coeur does not receive any revenue from the state use tax.

How is the use tax collected?

The use tax is based on the location of the delivery address, but is remitted by the seller to the State of Missouri for distribution to the municipality.

When is Election Day?

Election Day is Tuesday, November 4, 2025. A majority vote would be required to pass the ballot measure.

In Summary

A yes vote on the use tax proposition would:

- ✓ Ensure fair taxation between online/out-of-state and local purchases
- ✓ Generate an estimated \$626,000–\$1.2 million annually in new city revenues
- ✓ Help fund essential city services, such as trash and recycling collection, leaf and limb collection, and police services

This information was prepared and paid for by the City of Creve Coeur, Mark Perkins City Administrator, 300 N. New Ballas Road, Creve Coeur MO 63141. This information is intended solely to educate and inform residents about a question that may be presented at the polls. It is not intended to advocate, support or oppose the passage or defeat of the measure. Each voter should vote for or against the question based on his or her own judgment.

AN ORDINANCE AMENDING SECTION 605.040, SUBSECTION C, OF THE CODE OF ORDINANCES OF THE CITY OF CREVE COEUR.

WHEREAS, Missouri Senate Bill No. 145 (2025) creates a new exemption for businesses owned by people who are eighteen years of age or younger from business license requirements (71.610 RSMo), and

WHEREAS, the City Code of Ordinances must be amended to incorporate the new exemption; and

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

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

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

Section 1. Section 605.040.C is hereby amended to read as follows:

C. Notwithstanding the foregoing, the following shall not be required to apply for a license, file any statement under Section **605.050** or pay the license tax set forth in Section **605.060**:

- (1) A person lawfully engaged in a home occupation within the City in compliance with the provisions of Section **405.450(A)** of the City Code of Ordinances;
- (2) An enterprise owned by a person aged eighteen years or younger, as of January 1st of a tax year.¹ Upon request, such owner must provide proof of age and ownership to the City Collector. When all owners of an enterprise have attained the age of nineteen, by such date and before thereafter continuing to exercise the privilege of engaging in such business, trade or occupation, they shall procure from the City Collector a license and shall pay to the City Collector a license tax prorated for the remaining months of the calendar year.

Section 2.

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

¹ See 71.610 RSMo

BILL NO. 6177

ORDINANCE NO. _____

ADOPTED THIS ____ DAY OF _____, 2025.

MARK MANLIN
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2025.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE
CITY CLERK

AN ORDINANCE ADOPTING A NEW SECTION 130.120 OF THE CITY CODE OF ORDINANCES REGARDING WHISTLEBLOWER PROTECTION.

WHEREAS, Section 105.055 RSMo. mandates protection of public employees who disclose problems to higher authorities and the public; and

WHEREAS, it is in the best interest of the City to emphasize such protections in the City Code of Ordinances;

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

SECTION 1. A new section 130.120 of the City Code is hereby adopted, to read as follows:

Section 130.120. Reporting of mismanagement or violations of the City, discipline of employee prohibited.¹

1. As used in this section, “**Disciplinary action**”, means any dismissal, demotion, transfer, reassignment, suspension, reprimand, warning of possible dismissal or withholding of work, regardless of whether the withholding of work has affected or will affect the employee’s compensation.

2. No supervisor or appointing authority of the City shall prohibit any employee of the City from discussing the operations of the City, either specifically or generally, with any member of the legislature, state auditor, attorney general, a prosecuting or circuit attorney, a law enforcement agency, news media, the public, or any state official or body charged with investigating any alleged misconduct described in this section.

3. No supervisor or appointing authority of the City shall:

(1) Prohibit a City employee from or take any disciplinary action whatsoever against a City employee for the disclosure of any alleged prohibited activity under investigation or any related activity, or for the disclosure of information which the employee reasonably believes evidences:

(a) A violation of any law, rule or regulation; or

(b) Mismanagement, a gross waste of funds or abuse of authority, violation of policy, waste of public resources, alteration of technical findings or communication of scientific opinion, breaches of professional ethical canons, or a substantial and specific danger to public health or safety, if the disclosure is not specifically prohibited by law;

(2) Require a City employee to give notice to the supervisor or appointing authority prior to disclosing any activity described in subdivision (1) of this subsection; or

¹ See 105.055 RSMo.

(3) Prevent a City employee from testifying before a court, administrative body, or legislative body regarding the alleged prohibited activity or disclosure of information.

4. This section shall not be construed as:

(1) Prohibiting a supervisor or appointing authority from requiring that a City employee inform the supervisor or appointing authority as to legislative requests for information to the City or the substance of testimony made, or to be made, by the employee to legislators on behalf of the City;

(2) Permitting a City employee to leave the employee's assigned work areas during normal work hours without following applicable rules and regulations and policies pertaining to leaves, unless the employee is requested by a legislator or legislative committee to appear before a legislative committee;

(3) Authorizing a City employee to represent his or her personal opinions as the opinions of the City; or

(4) Restricting or precluding disciplinary action taken against a City employee if: the employee knew that the information was false; the information is closed or is confidential under the provisions of the open meetings law or any other law; or the disclosure relates to the employee's own violations, mismanagement, gross waste of funds, abuse of authority or endangerment of the public health or safety.

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

PASSED THIS ____ DAY OF _____ 2025.

MARK MANLIN
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____ 2025.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE, MRCC, CITY CLERK



MEMORANDUM

DATE: July 9, 2025
TO: Chief Jeffrey Hartman
FROM: Capt. Tim Koncki
CC:
SUBJECT: In-Car/Body Worn Camera Lease Renewal

RECOMMENDATION:

I recommend the Creve Coeur Police Department renew a 5-year lease agreement with Utility for in-car and body worn camera equipment. This lease would begin in July 2025.

PROJECT FUNDING (If Applicable):

FY 2026 Budget – Account 19-21-23-6266 (Equipment Rental) - \$79,160

BACKGROUND INFORMATION:

This recommendation follows a successful 5-year lease with Utility, which began in July 2020 at a total cost over five years of \$324,820. The existing Utility equipment has met expectations and industry standards, and the vendor's customer support has been responsive in replacing damaged equipment. Additional factors considered in selecting Utility:

Secure Mounting: Utility cameras are mounted inside the uniform shirt or vest carrier. The mounting system prevents the camera from dislodging or falling off during altercations or dynamic movements, such as running. Other vendors' cameras mount on the exterior of the uniform, and there are many reported instances involving other camera vendors where the cameras have become dislodged or have fallen off in dynamic situations.

Uniform Integration: In 2020, the department made a significant investment in retrofitting hundreds of uniform tops with unique camera port holes specifically for Utility equipment. Switching vendors would necessitate the costly replacement of these uniforms.

Regional Preference: There is a strong regional preference for the Utility. Some police agencies that have researched and selected Utility as their vendor for body and dash cameras include the St. Louis County Police, St. Louis Metropolitan Police, St. Charles County Police, Maryland Heights, Ladue, Bridgeton, Florissant, Clayton, Olivette, and Maplewood Police Departments. This is not an all-inclusive list.

BID SUBMITTALS (If Any):

Utility (5-year lease): \$395,795

Axon (Purchase): \$548,357

Motorola (Purchase): \$359,120

Quotes are attached to this memorandum.

PROJECT SCHEDULE (If Applicable):

Upon approval of purchase and contract, new body-worn and dash cameras would be provided by Utility for deployment and/or installation. Since the recommended vendor/supplier of our current body-worn and dash camera equipment is the same as our current vendor/supplier, the transition would be seamless, and there would be no operational interruptions as the new cameras are integrated into use.

During the 5-year lease agreement, cameras and equipment will be replaced by Utility as product improvements are developed or as necessary due to equipment failure.

It should be noted that the contract start date is backdated to July 1, 2025. This is in order to align the renewal date with the previous contract expiration date. In order to prevent an interruption in service, the current body-worn and dash cameras will continue to be used pending the approval of this agreement and the arrival of the new equipment. The first payment under the new contract will be due September 1, 2025.

ATTACHMENTS:

Quote – Axon

Quote – Motorola

Quote - Utility

RESOLUTION NO. 1812

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, APPROVING A CONTRACT FOR SERVICES WITH UTILITY ASSOCIATES, INC. FOR THE LEASE OF 45 BODY-WORN CAMERAS, AND 17 IN-CAR-VIDEO CAMERAS FOR THE POLICE DEPARTMENT

WHEREAS, the Creve Coeur Police Department utilizes in-car video cameras for citizen, suspect, and other interactions, and also wants to use body-worn cameras for all uniformed patrol officers and supervisors; and

WHEREAS, such use of cameras will be part of the Police Department's best practices as well as an important benefit provided to the public; and

WHEREAS, these cameras will provide a record of interactions, provide transparency, and establish a more vibrant trust between law enforcement and the general public; and

WHEREAS, the proposed agreement with Utility Associates Inc. will provide the equipment and services for the annual lease amount of \$79,159.00 or a total cost over 5 years of \$395,795.00;

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

Section 1: The Contract between the City and **Utility Associates, Inc** attached hereto as Exhibit A providing for lease of 45 body worn cameras and 17 in-car video cameras with software license for the **annual price of \$79,159.00 or the total cost of \$395,795.00 over 5 years**, is hereby approved and the City Administrator is authorized to execute that agreement with such changes as he may deem necessary, consistent herewith. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient, or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the agreement.

Section 2: This Resolution shall take effect upon its passage

ADOPTED THIS 28TH DAY OF JULY, 2025.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE, MRCC
CITY CLERK

Customer Details

CUSTOMER SHIP TO	CUSTOMER BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Creve Coeur Police Dept. - MO	Creve Coeur Police Dept. - MO	Brian Jackson	Tim Koncki
300 N New Ballas Rd,	350 N New Ballas Rd,	brijackson@axon.com	3142742106
Saint Louis, MO, 63141-7533	Saint Louis, MO, 63141-7533		tkoncki@crevecoeurmo.gov
USA	USA		

Quote Summary

Deal Type	New Deal	Estimated Total Cost	\$548,357.40
Program Length	60 months	Estimated Sales Tax	\$0.00
Quote Start Date	06/12/2025	Estimated FAET Tax	\$0.00
Quote End Date	06/11/2030	Estimated Total Cost w/ Taxes	\$548,357.40

Cost and Discount Summary

Hardware Cost	\$261,244.02	Quote Unbundled Price	\$650,831.14
Services Cost	\$26,247.15	Quote List Price	\$548,357.40
Software Cost	\$229,248.48	Average Savings Per Year	\$20,494.75
Warranty Cost	\$31,617.75	Total Savings	\$102,473.74

Bundle Summary

Bundle Name	SKU	Quantity	Unbundled Price	Net Total
AB4 Camera Bundle Bundling of AB4 Camera, Camera Mount, and Cable	H00001	45	\$40,455.00	\$40,455.00
AB4 Multi Bay Dock Bundle Bundling of AB4 Multi-bay dock, power cord, and wall mount. Select appropriate power cord for country.	H00002	6	\$9,833.40	\$9,833.40
BWC Unlimited with TAP BWC Unlimited with TAP Bundle	BWCUwTAP	45	\$347,808.10	\$269,082.00
Fleet 3 Basic + TAP Fleet 3 Basic + TAP	Fleet3B+TAP	17	\$238,100.64	\$214,353.00

Bundle Details

AB4 Camera Bundle

Unit Price	Quantity	Total Price
\$899.00	45	\$40,455.00

Bundling of AB4 Camera, Camera Mount, and Cable

HARDWARE (5)

Product Name	SKU	Quantity
AXON BODY - MOUNT - WING CLIP RAPIDLOCK	74028	50
AXON BODY 4 - CABLE - USB-C TO USB-C	100466	50
AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	100147	1
AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	100147	45
AXON BODY 4 - MAGNETIC DISCONNECT CABLE	100775	50

 AB4 Multi Bay Dock Bundle	HARDWARE (3)
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BUDGETARY QUOTE

Unit Price	Quantity	Total Price
\$1,638.90	6	\$9,833.40
Bundling of AB4 Multi-bay dock, power cord, and wall mount. Select appropriate power cord for country.		

Product Name	SKU	Quantity
AXON - DOCK WALL MOUNT - BRACKET ASSY	70033	6
AXON BODY - DOCK POWERCORD - NORTH AMERICA	71019	6
AXON BODY 4 - 8 BAY DOCK	100206	6



BWC Unlimited with TAP

Unit Price	Quantity	Total Price
\$5,979.60	45	\$269,082.00

BWC Unlimited with TAP Bundle

8-BAY DOCK WARRANTY & TAP (3)

Product Name	SKU	Quantity
AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	73689	6
AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	73688	6
AXON BODY - TAP WARRANTY - MULTI BAY DOCK	80465	6

CAMERA WARRANTY & TAP (4)

Product Name	SKU	Quantity
AXON BODY - TAP REFRESH 1 - CAMERA	73309	46
AXON BODY - TAP REFRESH 2 - CAMERA	73310	46
AXON BODY - TAP WARRANTY - CAMERA	80464	45
AXON BODY - TAP WARRANTY - CAMERA	80464	1

E.COM & STORAGE (2)

Product Name	SKU	Quantity
AXON EVIDENCE - ECOM LICENSE - PRO	73746	45
AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	73686	45



Fleet 3 Basic + TAP

Unit Price	Quantity	Total Price
\$12,609.00	17	\$214,353.00

Fleet 3 Basic + TAP

CAMERA & WARRANTY (2)

Product Name	SKU	Quantity
AXON FLEET 3 - STANDARD 2 CAMERA KIT	72036	17
AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	80495	17

E.COM & STORAGE (2)

Product Name	SKU	Quantity
AXON EVIDENCE - FLEET VEHICLE LICENSE	80400	17

AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	80410	34
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INSTALLATION (1)

Product Name	SKU	Quantity
AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	73391	17

OTHER HARDWARE (3)

Product Name	SKU	Quantity
AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD	101675	17
AXON FLEET - TAOGLAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT	101924	17
AXON FLEET 3 - SIM INSERTION - VZW 4FF	100738	17

SIGNAL UNIT (2)

Product Name	SKU	Quantity
AXON SIGNAL - VEHICLE	70112	17
AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	80379	17

TAP (1)

Product Name	SKU	Quantity
AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	72040	17

A la Carte

Product	Category	SKU	Quantity	Net Total
AXON BODY - LICENSE - DEVICE CONNECTIVITY	(none)	73449	45	\$14,634.00

Billing Schedule

Time Period	Final Price without Tax	Tax	Final Price with Tax
Year 1	\$109,671.48	\$0.00	\$109,671.48
Year 2	\$109,671.48	\$0.00	\$109,671.48
Year 3	\$109,671.48	\$0.00	\$109,671.48
Year 4	\$109,671.48	\$0.00	\$109,671.48



BUDGETARY QUOTE

Year 5	\$109,671.48	\$0.00	\$109,671.48
5 Year Plan	\$548,357.40	\$0.00	\$548,357.40

Non-Binding Budgetary Estimate

- This Rough Order of Magnitude estimate is being provided for budgetary and planning purposes only. It is non-binding and is not considered a contractible offer for sale of Axon goods or services.
- Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.



Amended and Restated Client Service Agreement

WHEREAS, on March 24, 2020, the Creve Coeur, Missouri Police Department (the “Client”) and Utility Associates, Inc. (“UA” or “Supplier”) executed an Offer Letter and associated contract documents (“Original Service Level Agreement”) as approved by the City Council of the City of Creve Coeur, Missouri through its adoption of Resolution No. 1479, dated March 23, 2020;

WHEREAS, pursuant to the Original Service Level Agreement, UA provides certain software, hardware and related services to the Client for an initial five-year term from March 24, 2020, through March 24, 2025;

WHEREAS, due to the COVID-19 pandemic, the Client and UA mutually agreed, as memorialized herein, to amend the Effective Date, as defined herein, from March 24, 2020, to July 1, 2020;

WHEREAS, the Client and UA mutually agree the Term shall renew for a subsequent five-year term from July 1, 2025, through June 30, 2030, the first Renewal Term, as defined herein;

WHEREAS, the scope and payment terms of the equipment, software, and services to be provided by UA to Supplier during the Renewal Term are set forth in Quote #134505, dated June 27, 2024; and,

WHEREAS, the Client and UA now desire to amend and restate in its entirety the Original Service Level Agreement as set forth in this Amended and Restated Client Service Agreement (the “Service Agreement”).

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the existence and sufficiency of which is expressly recognized by each of the parties hereto, the parties agree as follows:

This Service Agreement defines the levels of service that the Client will receive from UA during the Term, as defined herein.

Purpose

The Client depends on IT equipment, software and services (the “System”) that are provided, maintained and supported by the Supplier. Some of these items are of critical importance to the Client’s business.

This Service Agreement sets out what levels of availability and support the Client is guaranteed to receive for specific parts of the System.

This Service Agreement forms an important part of the contract between the Client and the Supplier. It aims to enable the two parties to work together effectively.

SCOPE

Parties

This Service Agreement is between:

The Client:	The Supplier:
Creve Coeur Police Department	Utility Associates Inc.
350 North New Ballas Road Creve Coeur, Missouri 63141	250 E. Ponce De Leon Avenue Suite 700

	Decatur, GA 30030
Key Contact: Chief Jeffrey Hartman 314-872-2523 jhartmant@crevecocurmo.gov	Key Contact: Amanda A. Havice 800-597-4707 contracts@utility.com

Dates and Reviews

This Service Agreement begins on July 1, 2025 (the “Effective Date”) and will run for the Term of the Service Agreement plus any extensions or renewals of such Service Agreement. The date indicated on an offer letter provided to Client by UA shall not function as an effective date.

It may be revised at any point by mutual written agreement of the parties, including if there are any changes to the Client’s system.

Equipment, Software and Services Covered

This Service Agreement covers only the equipment, software and services in the table below. This list may be updated at any time, with the written agreement of both the Client and Supplier.

Item Type	Number of Items	Item Priority
EOS™ Device Bundle	Qty. 45 Supplied by Utility	1
ROCKET™ In-Car Video Device Bundle	Qty. 17 Supplied by Utility	1
Smart Wapypoint	Qty. 1 Supplied by Utility	1

Exclusions

This Service Agreement is written in a spirit of partnership. The Supplier will always do everything possible to rectify every issue in a timely manner.

However, there are a few exclusions. This Service Agreement does not apply to:

- Any equipment, software, services or other parts of the System not listed above
- Software, equipment or services not purchased via and managed by the Supplier

Additionally, this Service Agreement does not apply when:

- The problem has been caused by using equipment, software or services in a way that is **not recommended (defined as intentional neglect, misuse, or destruction of the equipment)**
- The Client has made **unauthorized changes** to the configuration or set up of affected equipment, software or services. Unauthorized changes are defined as changes made by any party other than the Supplier to the software, hardware, or firmware that alter the System’s ability to record, upload, or view data.
- The Client has prevented the Supplier from **performing required maintenance and update** tasks.
- The issue has been caused by **unsupported** equipment, software or other services of the Client.

This Service Agreement does not apply in circumstances that could reasonably be said to be beyond the Supplier’s control. For instance: floods, war, acts of god and so on.



Regardless of the circumstances, the Supplier aims to be helpful and accommodating at all times and will do its absolute best to assist the Client wherever possible.

RESPONSIBILITIES

Supplier Responsibilities

The Supplier will provide and maintain the System used by the Client. This Service Agreement between the Supplier and the Client includes full details of these responsibilities.

Additionally, the Supplier will do the following:

- SaaS will be maintained at 99% uptime/availability or greater 24/7/365
- Ensure relevant software, services and equipment are available to the Client including an appropriate level of spares
- Respond to support requests within the timescales listed below
- Take steps to escalate and resolve issues in an appropriate, timely manner
- Maintain good communication with the Client at all times

Client Responsibilities

The Client will use the Supplier-provided System as intended.

The Client is responsible for maintaining power and internet connectivity at all video offload locations on the network. For offload via a Client approved third party or Supplier provided access point, the Client has the option of either (a) organizing an independent internet connection via its local provider with a minimum upload speed of 50 Mbps, or, (b) connecting the access point to its own network having a minimum internet upload speed of 50 Mbps. Upon execution of this Service Agreement, as part of the deployment process, a network assessment will be conducted of the Client's upload speed for the transmission of data to the CJIS Compliant Cloud. In most cases, the Client should budget for an increase to their upload speed with their local carrier.

Additionally, the Client will:

- Notify the Supplier of issues or problems in a timely manner
- Provide the Supplier with access to equipment, software and services for the purposes of maintenance, updates and fault prevention
- Maintain good communication with the Supplier at all times

GUARANTEED RESPONSE TIMES

When a Client raises a support issue with the Supplier, the Supplier promises to respond in a timely fashion.

Response Times

UA provides a 99% uptime/availability commitment. All systems have health monitoring that assures that issues are typically addressed 24/7/365 by UA personnel before they become an impact to the performance of the service. For support provided to the Client directly, UA has a tiered response to support that will escalate the level of support depending on the situation. Tier 1 would be on-site support by the department staff after they have been trained by UA, which will alleviate most day-to-day issues that may pop up. Problems beyond Tier 1 scope will be escalated to Tier 2, which is phone-based support, and from there to Tier 3, which is on-site technical support from a UA field engineer. The cost of the response time is included in this Service Agreement.

While most support calls are handled immediately, Tier 2 issues have guaranteed response times as shown below:

Item Priority	Fatal	Severe	Medium	Minor
1	1 Hour	1 Hour	2 Hours	3 Hours
2	2 Hours	2 Hours	4 Hours	6 Hours
3	4 Hours	4 Hours	8 Hours	16 Hours

Severity Levels

The severity levels shown in the tables above are defined as follows:

- **Fatal:** Complete degradation – **all users and critical functions affected.** Item or service completely unavailable.
- **Severe:** Significant degradation – **large number of users or critical functions affected.**
- **Medium:** Limited degradation – **limited number of users or functions affected.** Business processes can continue.
- **Minor:** Small degradation – **few users or one user affected.** Business processes can continue.

RESOLUTION TIMES

The Supplier will always endeavor to resolve problems as swiftly as possible. It recognizes that the Client's systems are key to daily functions and must be functional in the field.

However, UA is unable to provide guaranteed resolution times. This is because the nature and causes of problems can vary.

In all cases, the Supplier will make its best efforts to resolve problems as quickly as possible. It will also provide frequent progress reports to the Client.

SCOPE OF SERVICES

1.1.1 Access to Software. UA is the developer and owner of, or has rights to, certain enterprise mobile device tracking and messaging software known as "Polaris™", "Vehicle Diagnostics", and "RFID Tracking" and related content to be provided to Client; such software, its related content and any related documentation provided by UA, and the means used to provide the software to Client and the services described herein are collectively referred to as the "Service". Subject to Client's payment of the applicable fees and Client's compliance with the terms of this Service Agreement, Client, its affiliates and its and their employees ("Licensed Users") shall have the right to access and use the Service solely for Client's and its affiliates' internal business purposes. UA will issue to one Licensed User ("Client Administrator") an individual login identifier and password ("Administrator Login") for purposes of administering the Service. Using the Administrator's Login, the Client Administrator shall assign each Licensed User a unique login identifier and password ("User Login") and provide such information to the Licensed Users and UA via the Service. Client shall not provide a User Login to any individual or entity that is not a Licensed User to use the Service. Client shall be responsible to ensure, by written agreement or otherwise, that each Licensed User will: (a) be responsible for the security and/or use of his or her User Login; (b) not disclose such login identifier or password to any person or entity; (c) not permit any other person or entity to use his or her User Login; (d) use the Service only in accordance with the terms and conditions of this Service Agreement and on the workstation software from which the Service is accessed. UA shall have the right to deactivate, change and/or delete User Logins of Licensed Users who have violated this Service Agreement and to deny or revoke access to the Service, in whole or in part, if UA reasonably believes Client and/or its Licensed Users are in material breach of this Service Agreement. Client shall be solely responsible for ensuring that the access to the Service by a Licensed User who ceases to be an employee of Client or one of its affiliates is terminated. UA shall have no responsibility for managing, monitoring, and/or overseeing Client's and its Licensed Users' use of the Service. Client acknowledges that the Service may contain devices to monitor Client's compliance with the terms and restrictions contained herein and Client's obligations hereunder.



1.1.2 Operating Environment. Client is solely responsible for acquiring, installing, operating and maintaining the hardware and software environment necessary to access and use the Service remotely via the Internet.

1.1.3 Changes to Service. UA may upgrade, modify, change or enhance ("Change") the Service and convert Client to a new version thereof at any time in its sole discretion so long as such Change does not materially diminish the scope of the Service, in which event Client shall have the right to terminate this Service Agreement upon thirty (30) days written notice to UA. During the term of this Service Agreement, if UA upgrades the version of the Services Client is using under this Service Agreement, Client will not be charged an upgrade fee. Should UA offer additional optional software modules in the future that complement the Software, Client may elect to purchase the optional software modules for an additional fee; however, Client has no obligation to do so.

1.1.4 Help Desk. UA shall provide 24/7 Client support in the form of a Help Desk. Clients reporting issues through email will receive confirmation of the issue within a reasonable time and will receive a callback the same business day if practical. The Help Desk is always subject to availability of our technical staff and clause 1.1.5 below.

1.1.5 Uptime Commitment.

a. Availability. The Service will be made available to Client and its Licensed Users twenty-four hours a day, seven days a week less the period during which the Service are not available due to one or more of the following events (collectively, the "Excusable Downtime"):

- (i) Scheduled network, hardware or service maintenance;
- (ii) The acts or omissions of Client or Client's employees, agents, contractors, vendors, or anyone gaining access to the Service by means of a User Login;
- (iii) A failure of the Internet and/or the public switched telephone network;
- (iv) The occurrence of any event that is beyond UA's reasonable control, or
- (v) At Client's direction, UA restricting Client's and its Licensed Users access to the Service.

b. Commitment. Client is responsible for promptly notifying UA in the event of a suspected Service failure. For the purposes of establishing uptime herein, downtime begins upon such notification and ends upon restoration of Service. Subject to Client satisfying its obligations herein, UA guarantees that the Service will be available to Client and its Licensed Users at least 99% of the time during each calendar month, excluding Excusable Downtime ("Uptime Commitment"). If UA fails to satisfy the Uptime Commitment during a month, then UA will credit to Client a prorated portion of the Fees in the first month of the next succeeding calendar quarter following the failure. For purposes of this Section, "prorated portion of the Fees" means the product obtained by multiplying the applicable Fees during the month of the failure by a fraction, the numerator of which will be the number of hours that the Service did not satisfy the Uptime Commitment, and the denominator of which will be the total number of hours during the month that such failure occurred less Excusable Downtime.

1.1.6 Uniforms. UA's Eos Solution is the only body camera system available to law enforcement that features direct integration of camera hardware into the officer's/deputy's uniform. As part of the Service Agreement, UA will furnish the following allotments and services within 90 days of the Effective Date. Such allotments and services may no longer be available after the expiration of the 90-day period, subject to UA's discretion.

a. Retrofits of existing uniforms. A quantity of five (5) standard uniform garments, per Eos camera purchased, will be modified to Eos ready status, for the purposes of product integration with our camera hardware solution. UA will provide The Client with both uniform retrofit vouchers and packing slip templates. Note, both uniform vouchers and accurately completed packing slips are required for all retrofit requests being sent to UA for processing. Failure to provide accurate uniform information may result in delays of processing The Client's request.

b. Retrofits of Standard garment types. Acceptable garment installation types offered at no-additional charge, as part of the initial project launch with a multiyear Service Agreement, include the following:

- (i) Duty shirts (long or short sleeve)
- (ii) Soft outer carrier vest
- (ii) Standard soft-shell jacket

c. Retrofits of Non-standard garment types. Excluded from the initial project launch retrofitting service, that may still be modified to Eos ready status at an additional charge, include the following: (please see table 1.2.1, for pricing details)

- (i) Polo shirts
- (ii) Commando style sweaters
- (ii) Tactical vest or outer plate carriers
- (iv) Leather jackets

d. Certification of local uniform resellers. Following the recommendation of the Client, a local uniform reseller may be eligible to participate in UA's uniform certification program. This program is designed to maximize the speed in which new recruits and/or existing Officers/Deputies receive Eos standard uniform garment retrofits, post project deployment. Additionally, this program is designed to foster the support of local small businesses in your respective area.

- (i) Resellers may participate in the certification program, for the purposes of retrofitting standard duty shirts and soft outer carrier vests only. All other non-standard garment retrofits should be forwarded to UA, at the expense of The Client.
- (ii) As part of the certification offered, UA will supply one (1) grommet installation machine and training of up to 5 reseller personnel, per session. Sessions run for a dedicated 16-hour period, over the course of two days. The reseller will be responsible for furnishing uniforms for the purposes of training and certification.
- (iii) Certification fees. Certification of each local uniform reseller will be charged to The Client, at \$2,500 per session.
- (iv) Annual Warranty and Support Fee of \$300, per year, will be assessed of the certified uniform reseller. Failure to pay within 30 days of invoice will void any warranty claims against grommeting machine hardware provided for the purposes of Eos ready uniform retrofitting

1.2.1 Uniform Retrofit Pricing Schedule. Prices effective May 2023.

a. Eos - **standard** garment retrofit service table

Example Model	Description	Price (ea).
Blauer 8670, 8675, 8446	Duty Shirt, Eos Ready	\$13
Blauer 8780, 8370, 8375, 8470 (XP Series)	Carrier Vest Mount, Eos Ready	\$23
Blauer 343, 343R	Traffic Safety Vest, Eos Ready	\$23
Blauer 8780, 8370, 8375, 8470	Carrier Vest Zipper Mount, Eos Ready	\$23
Spiewak	Carrier Vest Mount, Eos Ready	\$33
Duty Jacket (Charge per Layer)	All Jackets (Except Leather – Estimate Only)	\$23



All Standard Uniform Types	Grommet Swap Out	\$10
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b. Eos **non-standard** garment retrofit service table. Due to the complicated nature of retrofitting non-standard garments, all prices provided below are considered estimates. Final pricing will be assessed at the time of services rendered. For additional questions, comments or concerns please email UA at: uniforms@utility.com.

Description	Price (ea).
Carrier Vest – Horizontal Mounting (Ex. Blauer 8340, 8375)	\$33
Tactical Vest or Load Bearing Vest (LBV) – All Styles	\$53
Polo Shirt	\$43
Polo Carrier – Horizontal Zipper	\$43
Leather Jacket / Coat.	Estimate Only
Patches	
Single	\$5
Pair	\$6
Name Tape - Includes Embroidery and Velcro	\$10

Motor unit jackets must be quoted via design consult, please contact uniforms@utility.com to schedule.

USE OF THE SERVICE

2.1 Scope of Use. Subject to the terms and conditions of this Service Agreement, including, without limitation, Section 2.2 and 2.3 hereof and Client's payment of all applicable Fees, UA hereby grants to Client a limited, a non-exclusive, non- assignable, non-transferable license (the "License"), without the right to sublicense, to access and use the Service, during the Term, over the Internet for Client's and its affiliates' internal business purposes, on a computer or a computer network operated by Client, only by Licensed Users and only using the User Logins provided to UA for such Licensed Users for such use.

2.2 End User License Agreements. The Licensed software may incorporate software under license from a third party. If the third party requires Client's notification of such use through an End User License Agreement ("EULA"), UA will provide such notification to the Client. In order to use the Service, the Client agrees to be bound by all



EULA(s) provided at the time of delivery whether by hardcopy or displayed upon Installation or use of the Service. Client's use of the Service subsequent to such notice(s) shall constitute Client's acceptance of the EULA(s).

2.3 Restrictions. Client and its Licensed Users shall not: (a) copy the Service or any portion thereof other than as required to use the Service remotely as intended by this Service Agreement; (b) translate, decompile or create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the Service; (c) modify, adapt, translate or create a derivative work from the Service; (d) use the Service to track more than the number of tracked asset units for which Fees have been paid pursuant Article 3 below; (e) sell, lease, loan, license, assign, sublicense, rent, transfer, publish, disclose, divulge, display, make available to third parties on a time-sharing or service bureau basis or otherwise make available for the benefit of third parties all or any part of the Service, including, without limitation, by transmitting or providing the Service, or any portion thereof, over the Internet, or otherwise, to any third party; (f) interfere or attempt to interfere with the operation of the Service in any way; (g) remove, obscure or alter any label, logo, mark, copyright notice, trademark or other proprietary rights notices affixed to or contained within the Service; (h) create any frames or other references at any other web sites pertaining to or using any of the information provided through the Service or links to the Service; or (i) engage in any action that constitutes a material breach of the terms and conditions of this Service Agreement. All rights not expressly granted hereunder are reserved to UA.

2.4 Client Data Ownership and Retention. The System captures, generates and creates images, video and other related media ("Data"). Except as otherwise stated herein, Client shall retain all right, title and interest in Data captured, generated or created by or through the Client's use of the System for its internal business purposes ("Client Data"). Client shall be solely responsible for the accuracy, quality, integrity, legality, reliability and appropriateness of all Client Data. Client shall implement a record retention and classification policy for managing and, as applicable, storing Client Data. The default retention period for Data shall be twelve (12) months from the Data's date of capture, generation or creation after which time it shall be deleted. UA reserves the right, in its sole discretion, to transfer Data and Client Data into archival storage without notice to the Client after three (3) or more months from the date of such Data's or Client Data's capture, generation, or creation. Client's access to Data and Client Data in archival storage may be delayed up to 24 hours from the time of Client's request for access. Any amendment or modification of this Section by the parties may result in the imposition of an additional fee or charge which shall be the responsibility of the Client.

2.4.1 ALPR Data. Vehicle detection data created and/or generated by the System's Automated License Plate Reader ("ALPR") functionality shall be a separately defined and classified type of Data ("ALPR Data"). Client shall retain all right, title and interest in ALPR Data captured, generated or created by or through the Client's use of the System for its internal business purposes ("Client ALPR Data"). Client shall implement a record retention and classification policy for managing and, as applicable, storing Client ALPR Data. Client shall also implement a record retention policy for the management of ALPR Data. Prior to the implementation of Client's ALPR Data retention policy, the default retention period for ALPR Data shall be twelve (12) months from the ALPR Data's date of generation or creation after which time ALPR Data shall be deleted.

2.4.2 ALPR Data Sharing. ALPR Data shall be made available to other law enforcement agency clients under contract or agreement with UA within Client's state ("Other LEAs"). Client shall similarly have access to ALPR Data created and/or generated by Other LEAs within Client's state. Access to additional, out-of-state ALPR Data may be provided upon Client's request and Other LEA's acceptance.

2.4.3 ALPR Data Sharing Consent. Client, in its sole discretion, hereby grants Other LEAs a limited right to access and use its ALPR Data as authorized, defined and/or restricted by any applicable federal, state and/or local laws, regulations and/or policies. Other LEAs may grant a limited right to Client to access and use their own ALPR Data which Client shall access and use in full compliance with any applicable federal, state and/or local laws, regulations and/or policies. Client may restrict access to its ALPR Data and restrict its access to Other LEAs' ALPR Data at any time by submitting written notice to UA. UA shall restrict access to Client's ALPR Data and Client's access to Other LEAs' ALPR Data no later than five (5) business days after receipt of such notice from Client.

2.4.4 ALPR Data Indemnification. Client agrees to indemnify and hold harmless UA against any damages, losses, liability, settlements and expenses (including without limitation costs and attorney's fees) in connection with any claim or action that arises from Client's sharing, use or access of ALPR Data in connection with its use



of the System including, but not limited to, any claim that such action violates any applicable federal, state and/or local law, regulation and/or policy or third party right.

FEES AND PAYMENT TERMS

3.1 Fees. As a condition to the License granted pursuant to Section 2.1 above, Client shall pay annual Service usage fees ("Fees"). Client shall, in addition to the Fees required hereunder, pay all applicable sales, use, transfer or other taxes and all duties, whether international, national, state or local, however designated, which are levied or imposed by reason of the transaction(s) contemplated hereby, excluding, however, income taxes on income which may be levied against UA ("Taxes"). Client shall reimburse UA for the amount of any such Taxes. If Client fails to pay any undisputed Fees within thirty (30) calendar days of the date they are due, UA may bill Client a 1.5% fee per month and the Service shall be suspended until all outstanding Fees have been paid. All Fees shall be non-refundable except as otherwise set forth herein. Should Client have a billing dispute, Client must provide notice to UA in writing within thirty (30) days of the invoice date with an explanation of the disputed invoiced amount or else Client will waive the right to dispute the amount set forth on the invoice. Clients are still obligated to pay undisputed amounts.

3.2 Time-and-Materials Service. If Client requests and UA agrees to provide services that are outside the scope of the Service, such services shall be provided at UA's then-current hourly service rates or as established within a separate agreement addressing these specific requests.

REPRESENTATIONS AND WARRANTIES

4.1 Expressed Warranty. Products manufactured by UA are warranted to be free from defects in material and workmanship under normal use and service. This warranty is applicable to any of UA's products that Client returns to UA during the period of the initial term of the Service Agreement. All equipment issued, including Eos™ devices and peripherals, and Rocket IoT™ in-vehicle systems and peripherals, are warranted for the duration of the initial Service Agreement and will be repaired or replaced at UA's cost with an appropriate Request to Merchant (RMA) Authorization. Failure to return warranty replacement items in the time specified by UA may result in additional fees or surcharges assessed at UA's sole discretion. UA's obligations, with respect to such applicable warranty returns, are limited to repair, replacement, or refund of the purchase price actually paid for the product, at UA's sole option. UA shall bear round-trip shipment costs of defective Items found to be covered by this warranty. Defective products or parts thereof may be replaced with either new, factory refurbished, or remanufactured parts. Defective parts, which have been replaced, shall become the UA's property. This warranty does not extend to any product sold by UA which has been subjected to malicious intent, neglect, accident, improper installation by a non-authorized 3rd party, or a use for purposes not included or not in accordance with operational maintenance procedures and instructions furnished by UA, or which has been repaired or altered by UA or persons other than UA or which has been damaged by secondary causes, including but not limited to, improper voltages, adverse environment conditions, improper handling, or products which have had their serial number or any part thereof altered, defaced, or removed. UA liability does not cover normal wear and tear or deterioration. Uniforms or modified uniforms provided with the service have a 1-year warranty and are limited to defects in material workmanship that prevent the user from capturing video and/or using the Service. The Expressed Warranty does not include changes to the color or appearance of the uniform that result from normal wear and tear.

4.2 UA and Client Responsibilities. Each party (the "Representing Party") represents and warrants to the other that: (a) it has the authority to enter this Service Agreement and to perform its obligations under this Service Agreement; (b) the execution and performance of this Service Agreement does not and will not violate any agreement to which the Representing Party is a party or by which it is otherwise bound; and (c) when executed and delivered, this Service Agreement will constitute a legal, valid and binding obligation of the Representing Party, enforceable in accordance with its terms. In addition to the foregoing: UA warrants that the software provided as part of the Service will materially conform to the applicable then-current documentation relating to the Service when used in an operating environment that complies with the then-current documentation relating to the Service. Client's sole and exclusive remedy for defects, errors or malfunctions of the Software as a Service shall be a pro rata refund (for the unexpired portion of the applicable Term) of the Fees paid to UA hereunder. Client represents and warrants to UA that Client and its Licensed Users (i) will use the Service only for lawful purposes; (ii) will not interfere with or disrupt the operation of the Service or the servers or networks involved with the operation of the Service; (iii) attempt to gain



unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through any other means; or (iv) interfere with another user's use and enjoyment of the Service.

4.3 Export Restrictions. Client represents and warrants that it and all Licensed Users will comply with all applicable laws, rules and regulations in the jurisdiction from which they access the Service, including those laws, rules and regulations which apply to the access, import, use and export of controlled technology or other goods. Client also agrees that it and all Licensed Users will comply with the applicable laws, rules and regulations of the jurisdictions from which UA operates the Service (currently, the United States of America). In particular, Client represents, warrants and covenants that it shall not, without obtaining prior written authorization from UA and, if required, of the Bureau of Export Administration of the United States Department of Commerce or other relevant agency of the United States Government, access, use, export or re-export, directly or indirectly, the Service, or any portion thereof or any Confidential Information of UA (including without limitation information regarding the use, access, deployment, or functionality of the Service) from the United States to (a) any country destination to which access, use, export or re-export is restricted by the Export Administration Regulations of the United States Department of Commerce; (b) any country subject to sanctions administered by the Office of Foreign Assets Control, United States Department of the Treasury; or (c) such other countries to which access, use, export or re-export is restricted by any other United States government agency. Client further agrees that it is solely responsible for compliance with any import laws and regulations of the country of destination of permitted access, use, export or re-export, and any other import requirement related to a permitted access, use, export or re-export.

4.4 Warranty Disclaimer. CLIENT ACKNOWLEDGES THAT, EXCEPT AS PROVIDED HEREIN, THE SERVICE IS PROVIDED HEREUNDER WITH NO WARRANTY WHATSOEVER. CLIENT ACKNOWLEDGES THAT ITS USE OF THE SERVICE IS AT ITS OWN RISK. EXCEPT AS EXPRESSLY PROVIDED HEREIN, (a) THE SERVICE IS PROVIDED SOLELY ON AN "AS-IS" BASIS, AND (b) UA MAKES, AND CLIENT RECEIVES, NO WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE. UA EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NON INFRINGEMENT AND ALL DUTIES AND OBLIGATIONS IMPLIED IN LAW. UA DOES NOT WARRANT THAT THE SERVICE SHALL BE OPERABLE, SHALL PROPERLY STORE DATA, SHALL OPERATE UNINTERRUPTED OR ERROR FREE, SHALL BE SECURE, SHALL KEEP DATA CONFIDENTIAL, SHALL FUNCTION OR OPERATE IN CONJUNCTION WITH ANY OTHER PRODUCT OR SHALL MEET CLIENT'S NEEDS.

CONFIDENTIAL INFORMATION

5.1 Confidential Information. As used herein, the term "Confidential Information means all technical, business and other information relating to the Service, which (i) is possessed or hereafter acquired by UA and disclosed to Client or Licensed Users, (ii) derives economic value from not being generally known to persons other than UA and its Clients, and (iii) is the subject of efforts by UA that are reasonable under the circumstances to maintain its secrecy or confidentiality. Confidential Information shall include, but shall not be limited to, oral or written (including, without limitation, storage in electronic or machine readable media) information with respect to UA's trade secrets, know-how, proprietary processes, operations, employees, contractors, prospects, business plans, product or service concepts, business methods, hardware, software, codes, designs, drawings, products, business models and marketing strategies, in each case relating to the Service. Confidential Information shall not include any information which Client can demonstrate (a) has become generally available to and known by the public (other than as a result of a disclosure directly or indirectly by Client, any of its affiliates or any of its or their respective employees, contractors or agents), (b) has been made available to Client on a non-confidential basis from a source other than UA, provided that such source is not and was not bound by a confidentiality agreement with UA or any other legal obligation of non-disclosure, or (c) has been independently acquired or developed by Client without violating any of its obligations under this Service Agreement.

5.2 Non-Disclosure of Confidential Information. Client shall hold confidential all Confidential Information (as defined in Section 5.1) of UA and shall not disclose or use (except as expressly provided in this Service Agreement) such Confidential Information without the express written consent of UA. Confidential Information of UA shall be protected by the Client with the same degree of care as Client uses for protection of its own confidential information, but no less than reasonable care. Client may disclose Confidential Information only to those of its employees who have a need to know the Confidential Information for purposes of performing or exercising rights granted under this



Service Agreement and only to the extent necessary to do so. At any time upon the request of UA, the Client shall promptly, at the option of UA, either return or destroy all (or, if UA so requests, any part) of the Confidential Information previously disclosed and all copies thereof, and the Client shall certify in writing as to its compliance with the foregoing. Client agrees to secure and protect the Confidential Information in a manner consistent with the maintenance of UA's rights therein and to take appropriate action by instruction or agreement with its Licensed Users to satisfy its obligations hereunder. Client shall use its reasonable commercial efforts to assist UA in identifying and preventing any unauthorized access, use, copying or disclosure of the Confidential Information, or any component thereof. Without limitation of the foregoing, Client shall advise UA immediately in the event Client learns or has reason to believe that any person has violated or intends to violate these confidentiality obligations or the proprietary rights of UA. In the event Client is required to disclose any Confidential Information by law or court order, it may do so, provided that UA is provided a reasonable opportunity to prevent such disclosure, and, in the event of a disclosure, that the Client apply reasonable commercial efforts to ensure that available confidentiality protections are applied to such information. In such event, Client shall not be liable for such disclosure unless such disclosure was caused by, or resulted from, in whole or in part, a previous disclosure by Client, any of its affiliates or any of its or their respective employees, contractors or agents, not permitted by this Service Agreement. UA Confidential Information shall not include information which can be demonstrated by Client: (i) to have become part of the public domain except by an act or omission or breach of this Service Agreement on the part of Client, its employees, or agents; (ii) to have been supplied to Client after the time of disclosure without restriction by a third party who is under no obligation to UA to maintain such information in confidence; or (iii) required to be disclosed by law or court order, provided that UA is provided a reasonable opportunity to prevent such disclosure, and, in the event of a disclosure, that Client apply reasonable commercial efforts to ensure that available confidentiality protections are applied to such information. Notwithstanding the foregoing, UA may publish the fact of the existence of this Service Agreement and/or the business relationship created hereby, and may include reference to it in its marketing collateral.

5.3 Non-Disclosure of Client Confidential Information. Notwithstanding any provision of this Service Agreement to the contrary, UA shall hold confidential all information disclosed to UA (a) concerning the business affairs or proprietary and trade secret information of Client, (b) any information that derives economic value from not being generally known to persons other than Client and its employees, and (c) any information that is the subject of efforts by Client that are reasonable under the circumstances to maintain its secrecy or confidentiality, whether disclosed to UA by Client in oral, graphic, written, electronic or machine readable form ("Client Confidential Information") and shall not disclose or use such Client Confidential Information without the express written consent of Client. Client Confidential Information shall be protected by UA with the same degree of care as UA uses for its own confidential information, but no less than reasonable care. UA may disclose Client Confidential Information only to those of its employees who have a need to know the Client Confidential Information for purposes of performing or exercising rights granted under this Service Agreement and only to the extent necessary to do so. At any time upon the request of Client, UA shall promptly, at the option of Client, either return or destroy all (or, if Client so requests, any part) of the Client Confidential Information previously disclosed and all copies thereof, and UA shall certify in writing as to its compliance with the foregoing. UA agrees to secure and protect the Client Confidential Information in a manner consistent with the maintenance of Client's rights therein and to take appropriate action by instruction or agreement with its employees to satisfy its obligations hereunder. UA shall use reasonable commercial efforts to assist Client in identifying and preventing any unauthorized access, use, copying or disclosure of the Client Confidential Information, or any component thereof. Without limitation of the foregoing, UA shall advise Client immediately in the event UA learns or has reason to believe that any person has violated or intends to violate these confidentiality obligations or the proprietary rights of Client, and UA will, at UA's expense, cooperate with Client in seeking injunctive or other equitable relief in the name of UA or Client against any such person. Client Confidential Information shall not include information which can be demonstrated by UA: (i) to have become part of the public domain except by an act or omission or breach of this Service Agreement on the part of UA, its employees, or agents; (ii) to have been supplied to UA after the time of disclosure without restriction by a third party who is under no obligation to Client to maintain such information in confidence; or (iii) required to be disclosed by law or court order, provided that Client is provided a reasonable opportunity to prevent such disclosure, and, in the event of a disclosure, that UA apply reasonable commercial efforts to ensure that available confidentiality protections are applied to such information.

5.4 Passwords. Any and all login identifiers and passwords provided hereunder are deemed Confidential Information of UA. Client and Licensed Users are responsible for maintaining the confidentiality of such login identifiers and passwords. Client agrees to (a) notify UA of any unauthorized use of such login identifiers or passwords or any other breach of security pertaining to the Service when it became known to the Client, and (b) ensure that



Licensed Users exit from their accounts at the end of each session. UA cannot and will not be liable for any loss or damage arising from Client's or any Licensed User's failure to comply with this Section 5.4.

5.5 Term. With regard to Confidential Information that constitutes trade secrets, the obligations in this Section shall continue for so long as such information constitutes a trade secret under applicable law. With regard to all other Confidential Information, the obligations in this Section shall continue for the term of this Service Agreement and for a period of five (5) years thereafter.

INDEMNIFICATION AND LIABILITY

6.1 UA shall indemnify, defend and hold the Client and its officials, agents and employees harmless from and against any and all claims, damages, losses, injuries and expenses (including reasonable attorneys' fees), relating to or arising out of: (i) any act or omission of UA, its officers, employees, subcontractors, or agents in connection with the performance of the Services; (ii) any breach of a covenant, representation or warranty made by UA under this Contract; and (iii) use by UA of any intellectual property in connection with the Services (whether such intellectual property is owned by UA or a third party) or the incorporation by UA of intellectual property into the Services.

6.2 EXCEPT FOR BREACHES OF SECTIONS 2 OR 5, IN NO EVENT WILL: (I) EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, ANY INTERRUPTION OF BUSINESS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS SERVICE AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT EXCEED THE TOTAL ANNUAL AMOUNT PAID BY CLIENT TO UA UNDER THIS SERVICE AGREEMENT. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. THIS SECTION WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THIS SERVICE AGREEMENT IS DEEMED TO HAVE FAILED IN ITS ESSENTIAL PURPOSE.

PROPRIETARY RIGHTS

7.1 Proprietary Rights. No right (except for the License right granted in Article 2), title or interest in any intellectual property or other proprietary rights are granted or transferred to Client hereunder. UA and its third-party licensors and service providers retain all right, title and interest, including, without limitation, all patent, copyright, trade secret and all other intellectual property and proprietary rights, inherent in and appurtenant to the Service and all derivative works connected therewith.

TERM AND TERMINATION

8.1 Term; Termination. The term of this Service Agreement (the "Term") shall commence on the Effective Date and shall continue for an initial term of Five (5) years thereafter, unless terminated earlier or renewed as set forth herein, and shall renew for additional Five (5) year periods (each a "Renewal Term") unless either party provides written notice of termination ninety (90) days prior to the expiration of the initial Term or then current Renewal Term. Either party may immediately terminate this Service Agreement in the event that:

- (a) the other party breaches any material obligation, warranty, representation or covenant under this Service Agreement and does not remedy such failure within thirty (30) days after its receipt of written notice of such breach or,
- (b) the other party becomes insolvent or is unable to pay its debts as due, enters into or files (or has filed or commenced against it) a petition, arrangement, action or other proceeding seeking relief or protection under the bankruptcy laws of the United States or similar laws of any other jurisdiction or transfers all of its assets to another person or entity.



If timely payment of Fees is not received by its due date, UA reserves the right to either suspend or terminate Client's or Licensed User's access to the Service. Upon termination or expiration of this Service Agreement for any reason, the License and the Service shall terminate, Client will be obligated to pay any and all Fees due hereunder up through the annual anniversary of the Effective Date of this Service Agreement or expiration and UA shall have no further obligations to Client. Sections 2.2, 2.3, and 4.3 and Articles 5, 6, 7, 8, and 9 hereof shall survive the expiration or termination of this Service Agreement for any reason.

MISCELLANEOUS

9.1 Notices. Any written notice required or permitted to be delivered pursuant to this Service Agreement will be in writing and will be deemed delivered: (a) upon delivery if delivered in person; (b) three (3) business days after deposit in the United States mail, registered or certified mail, return receipt requested, postage prepaid; (c) upon transmission if sent via telecopier/facsimile, with a confirmation copy sent via overnight mail; (d) one (1) business day after deposit with a national overnight courier;

9.2 Governing Law and Venue. This Service Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Service Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Georgia. Any suit or proceeding relating to this Service Agreement shall be brought in the courts, state and federal, located in Dekalb County, Georgia.

9.3 UCITA Disclaimer. THE PARTIES AGREE THAT THE UNIFORM COMPUTER TRANSACTIONS ACT OR ANY VERSION THEREOF, ADOPTED BY ANY STATE, IN ANY FORM ("UCITA"), SHALL NOT APPLY TO THIS SERVICE AGREEMENT. TO THE EXTENT THAT UCITA IS APPLICABLE, THE PARTIES AGREE TO OPT OUT OF THE APPLICABILITY OF UCITA PURSUANT TO THE OPT-OUT PROVISION(S) CONTAINED THEREIN.

9.4 Assignment. Client will not assign, sublicense or otherwise transfer this Service Agreement, in whole or in part, nor delegate or subcontract any of its rights or obligations hereunder, without UA's prior written consent, except in the event of an assignment to an affiliate

9.5 Force Majeure. Neither party shall have any liability to the other or to third parties for any failure or delay in performing any obligation under this Service Agreement due to circumstances beyond its reasonable control including, without limitation, acts of God or nature, actions of the government, fires, floods, strikes, civil disturbances or terrorism, or power, communications, satellite or network failures; provided, however, this Section 9.5 shall not apply to Client's obligation to pay any of the Fees in accordance with Article 3 hereof.

9.6 Modifications. Except for Changes, as set forth in Section 1.1.3, which shall not require the mutual written authorization of the parties hereto, all amendments or modifications of this Service Agreement shall be in writing signed by an authorized representative of each party hereto. The parties expressly disclaim the right to claim the enforceability or effectiveness of: (a) any amendments to this Service Agreement that are not executed by an authorized representative of UA and Client; (b) any oral modifications to this Service Agreement; and (c) any other amendments based on course of dealing, waiver, reliance, estoppel or similar legal theory. The parties expressly disclaim the right to enforce any rule of law that is contrary to the terms of this Section.

9.7 Waiver. The failure of either party to enforce, or the delay by either party in enforcing, any of its rights under this Service Agreement will not be deemed to be a waiver or modification by such party of any of its rights under this Service Agreement.

9.8 Severability. If any provision of this Service Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, in whole or in part, such holding shall not affect the validity or enforceability of the other provisions of this Service Agreement.

9.9 Headings. The headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

9.10 Entire Service Agreement. This Service Agreement (including the Schedules, quote(s) and any addenda hereto) contains the entire agreement of the parties with respect to the subject matter of this Service Agreement and



supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter.

IN WITNESS WHEREOF, UA and Client have executed this Service Agreement as of the date set forth below. All signed copies of this Service Agreement shall be deemed originals.

Signed on behalf of The Client:

Signed: _____

Name: _____

Title: _____

Date: _____

Signed on behalf of The Supplier:

Signed: _____

Name: _____

Title: _____

Date: _____

Billing Address:
CREVE COEUR POLICE DEPT,
CITY OF
300 N NEW BALLAS RD
CREVE COEUR, MO 63141
US

Quote Date:06/10/2025
Expiration Date:06/26/2025
Quote Created By:
Mathew Shoults
Regional Sales Manager
Mathew.Shoults@
motorolasolutions.com
314-917-0747

End Customer:
CREVE COEUR POLICE DEPT, CITY OF
AGREEMENT: WG AGREEMENT

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Summary:

This Motorola quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at <http://www.motorolasolutions.com/product-terms>

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
CommandCentral DEMS							
1	SSV00S05160A	COMMANDCENTRAL DEMS UNLIMITED STORAGE PER BODYWORN CAMERA*	45	5 YEAR	\$703.80	\$31,671.00	
2	SSV00S05161A	COMMANDCENTRAL DEMS UNLIMITED STORAGE PER IN-CAR VIDEO CAMERA*	34	5 YEAR	\$703.80	\$23,929.20	
3	SSV00S03682A	INTEGRATION: CC EVIDENCE TO COMMUNITY*	1	5 YEAR	\$0.00	\$0.00	
4	SSV00S05158A	COMMANDCENTRAL DEMS PLUS SERVICE*	62	5 YEAR	\$1,366.20	\$84,704.40	
5	SSV00S03388A	INTEGRATION: PREMIERONE RMS*	1	5 YEAR	\$0.00	\$0.00	
6	SSV00S03753A	INTEGRATION: RESPONDER TO EVIDENCE*	1	5 YEAR	\$0.00	\$0.00	



Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
7	SSV00S01450B	LEARNER LXP SUBSCRIPTION*	1	5 YEAR	\$0.00	\$0.00	
	M500						
8	WGB-0703A	M500 ICV SYSTEM, V300 WIFI DOCK, SPS	17		\$4,536.75	\$77,124.75	
9	WGW00502	M500 EXTENDED WARRANTY	17	5 YEAR	\$1,048.11	\$17,817.87	
10	WGB-0189A	MTIK CONF KIT,802.11AC,M500POE,5GH ZANT	17		\$282.90	\$4,809.30	
11	WGP02225-230-KIT2	BRKT KIT DISP/BWC/CAM TAHOE/SILV 2021	17		Included	Included	
12	WGP01566-350	ACCESS POINT, MIKROTIK, 802.11AC, 5GHZ	1		\$172.50	\$172.50	
13	WGP01567	BRKT KIT POINT UNIVERSAL J-MOUNT	1		\$17.25	\$17.25	
	V700						
14	WGB-0741A	V700 BODY WORN CAMERA FIRSTNET READY	45		\$667.92	\$30,056.40	3 YEAR
15	WGP02950	V700 BATTERY, 3.8V, 4180MAH, REMOVABLE	45		\$94.88	\$4,269.60	3 YEAR
16	WGA00668-KIT	V700 LOCKING MOLLE MNT WITH BWC BOX	45		Included	Included	
17	WGB-0138A	TRANSFER STATION, 8 SLOTS, FOR V300/V700 BWC	6		\$1,034.31	\$6,205.86	
18	PRODUCT_REFRESH	VIDEO EQUIPMENT,PRODUCT REFRESH	45		\$858.36	\$38,626.20	
19	SWV07S03593A	BODY WORN CAMERA SOFTWARE ENHANCEMENTS	45	5 YEARS	Included	Included	
20	LSV07S03512A	ESSENTIAL SERVICE W/ACC DMG AND ADV REPLACEMENT	45	5 YEARS	\$366.56	\$16,495.20	
21	WGW00122-301	MOBILE VIDEO DEPLOYMENT SERVICES	27000		\$0.86	\$23,220.00	

Grand Total

\$359,119.53(USD)

Pricing Metric :

Price is indicative of the following -



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

of Devices - 62

DRAFT



Pricing Summary

Payment Term			Upfront Sale Price
Year 1	CommandCentral DEMS		
			\$71,823.90
Payment Term		Sale Price	Annual Sale Price
Year 2 Subscription Fee			
	CommandCentral DEMS	Annually	\$71,823.90
Year 3 Subscription Fee			
	CommandCentral DEMS	Annually	\$71,823.90
Year 4 Subscription Fee			
	CommandCentral DEMS	Annually	\$71,823.90
Year 5 Subscription Fee			
	CommandCentral DEMS	Annually	\$71,823.90
Grand Total System Price (Inclusive of Upfront and Annual Costs)			\$359,119.53

**Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.*

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- Additional information is required for one or more items on the quote for an order.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.





Quote

Utility Associates Inc
250 East Ponce De Leon Avenue
Suite 700
Decatur GA 30030
(800) 597-4707
www.utility.com

Customer
Date
Sales Quote#
Expires
Sales Rep
PO#
Terms

Creve Coeur MO Police
6/27/2024
134505
5/31/2025
Dahlia Blake
Net 30

Bill To

Captain Tim Koncki
Creve Coeur MO Police
350 North New Ballas Road
Saint Louis MO 63141
United States

Ship To

Captain Tim Koncki
Creve Coeur MO Police
350 North New Ballas Road
Saint Louis MO 63141
United States

Item	Description	Quantity	Price Each	Amount
Description	BASE SERVICES ***			
ICV-H/S-5	In-car Video System with Rocket High-Speed Mobile Data Communications Hub, POLARIS SaaS, Warranty, and 24/7 Technical Support, Training - 5 Years: The coverage period is 7/1/2025 through 6/30/2030 (60 mos.) SO#18858 / Inv#31191 / PO# Offer Letter	17		\$219,980.00
EOS-H/S-5	EOS Camera and Mount, POLARIS SaaS, Warranty, and 24/7 Technical Support, Training - 5 Years: The coverage period is 7/1/2025 through 6/30/2030 (60 mos.) SO#18858 / Inv#31191 / PO# Offer Letter SO#21404 / Inv#33533 / PO# Signed Quote	45		\$284,400.00
SWP-H/S-5	High-Speed Data Access Point, POLARIS SaaS, Warranty, and 24/7 Technical Support, Training - 5 Years: The coverage period is 7/1/2025 through 6/30/2030 (60 mos.) SO#18858 / Inv#31191 / PO# Offer Letter	1		\$15,800.00
EOS-Refresh	BodyWorn Hardware Refresh - Includes Charging Cables, Case, Holster, and Screen Protector	45	\$900.00	\$40,500.00
EOS-SPARE	EOS Intelligent Body Camera HaaS - Spare Pool	2	\$0.00	\$0.00

This transaction is subject to the terms and conditions laid forth in the Client's executed Agreement with Utility Associates, Inc.
Please forward all inquiries to clientsuccess@utility.com



Quote

Utility Associates Inc
250 East Ponce De Leon Avenue
Suite 700
Decatur GA 30030
(800) 597-4707
www.utility.com

Customer	Creve Coeur MO Police
Date	6/27/2024
Sales Quote#	134505
Expires	5/31/2025
Sales Rep	Dahlia Blake
PO#	
Terms	Net 30

Bill To

Captain Tim Koncki
Creve Coeur MO Police
350 North New Ballas Road
Saint Louis MO 63141
United States

Ship To

Captain Tim Koncki
Creve Coeur MO Police
350 North New Ballas Road
Saint Louis MO 63141
United States

Item	Description	Quantity	Price Each	Amount
Description	NEW UAI CAPABILITIES ***			
CAD-I	CAD Integration	1	\$15,000.00	\$15,000.00
CAD-S-5	CAD Activation SaaS - 5 Years: The coverage period is 7/1/2025 through 4/30/2030 (60 mos.)	45	\$900.00	\$40,500.00
EOS-BT-8000025	EOS Accessory: Media Controller 2.0	45	\$0.00	\$0.00
RIOT-H-Q151-FrontCam	ACTI Front Camera (4mm)	17	\$0.00	\$0.00
RIOT-H-8000024-KIT	UTILITY UPS for XLE Battery Back-Up	17	\$0.00	\$0.00
SER-SIM-5100	SIM Card Data Plan- Unlimited - 1TB per Year	5	\$750.00	\$3,750.00
Description	Payment Schedule: Paid to UAI Over the Life of this Agreement:			
	Payment 1: Due on September 1, 2025: \$79,159			
	Payment 2: Due on July 1, 2026: \$79,159			
	Payment 3: Due on July 1, 2027: \$79,159			
	Payment 4: Due on July1, 2028: \$79,159			
	Payment 5: Due on July 1, 2029: \$79,159			
	Total: \$395,795			

This transaction is subject to the terms and conditions laid forth in the Client's executed Agreement with Utility Associates, Inc.
Please forward all inquiries to clientsuccess@utility.com



Quote

Utility Associates Inc
250 East Ponce De Leon Avenue
Suite 700
Decatur GA 30030
(800) 597-4707
www.utility.com

Customer	Creve Coeur MO Police
Date	6/27/2024
Sales Quote#	134505
Expires	5/31/2025
Sales Rep	Dahlia Blake
PO#	
Terms	Net 30

Bill To

Captain Tim Koncki
Creve Coeur MO Police
350 North New Ballas Road
Saint Louis MO 63141
United States

Ship To

Captain Tim Koncki
Creve Coeur MO Police
350 North New Ballas Road
Saint Louis MO 63141
United States

Item	Description	Quantity	Price Each	Amount
Signature Line	Signature:_____			
	Name:_____			
	Date:_____			
	PO:_____			

Subtotal	\$619,930.00
Discount	(\$224,135.00)
Subtotal	\$395,795.00
Sales Tax (%)	\$0.00
Total	\$395,795.00

This transaction is subject to the terms and conditions laid forth in the Client's executed Agreement with Utility Associates, Inc.
Please forward all inquiries to clientsuccess@utility.com



MEMORANDUM

DATE: July 10, 2025
TO: Jeffrey Hartman, Chief of Police
FROM: Captain Tim Koncki
CC:
SUBJECT: Planned Purchase of Police Department Patrol Vehicles

RECOMMENDATION:

It is my recommendation that the City purchase from Broadway Ford, under statewide contract MC250182002 - four (4) 2026 Ford Explorer Hybrid Police Interceptors

PROJECT FUNDING (If Applicable):

Approved FY 2025-2026 Budget:

- Account #01-21-22-9502
- Total amount budgeted: **\$208,000**
- Contract Price per vehicle: **\$49,066.18**
- Total Purchase Cost: **\$196,264.72**

BACKGROUND INFORMATION:

The Police Department established a plan to purchase four new patrol vehicles annually, which results in a regimented and consistent life cycle for the entire fleet. The Ford Explorer Hybrid Police Interceptor has been a reliable patrol vehicle offering a balance of performance and fuel efficiency. It is capable of responding in all weather conditions with all-wheel drive capability, and has sufficient cargo space to meet the demands of the equipment needed for each patrol vehicle. They are the predominant vehicle in the fleet and continue to meet expectations.

BID SUBMITTALS (If Any):

Quote from Broadway Ford for a Police Interceptor Utility (Hybrid)

PROJECT SCHEDULE (If Applicable):

Upon approval of purchase, the estimated delivery time is 6-8 weeks. Upon delivery, the vehicles are sent for upfitting to install all necessary equipment. Time frame on upfitting varies based on regional demand of services from the vendor.

ATTACHMENTS:

Statewide Contract Notification – New Motor Vehicles
Quote - Broadway Ford - Police Interceptor Utility (Hybrid)
City Council Resolution

RESOLUTION NO. 1813

A RESOLUTION AUTHORIZING THE CITY OF CREVE COEUR TO PURCHASE FOUR 2026 FORD POLICE UTILITY HYBRID VEHICLES FROM BROADWAY FORD TRUCK SALES INC. FOR THE TOTAL AMOUNT OF \$196,264.72 PURSUANT TO THE CURRENT MISSOURI STATEWIDE CONTRACT.

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

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

WHEREAS, the police department is requesting funds in the amount of \$196,264.72 payable to Broadway Ford Truck Sales Inc. for the purchase of FOUR 2026 Ford Explorer Police Utility HYBRID vehicles pursuant to the current Missouri statewide contract (#MC250182002) to be purchased from the Patrol budget.

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

Section 1: The purchase of FOUR 2026 Ford Police Utility Hybrid vehicles is hereby approved. The purchase is not to exceed the amount of \$196,264.72, pursuant to quote dated 06/27/2025 and 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 agreement.

ADOPTED THIS 28th DAY OF JULY, 2025

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE
CITY CLERK



**STATEWIDE NEW MOTOR VEHICLES QVL
MC250182001 - MC250182011**

Issuance Date: 4/23/2025

Revised Date: N/A

CONTRACT PERIOD/RENEWAL OPTIONS

Current Contract Period: July 1, 2025 through June 30, 2026

Original Contract Period: July 1, 2025 through June 30, 2026

Available Renewal Period Options: 2

Potential Final Expiration Date: June 30, 2028

ALL PURCHASES MADE UNDER THESE CONTRACTS MUST BE FOR PUBLIC (STATE AGENCY) USE ONLY. PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

It shall be noted that NROUTE Enterprises, LLC has identified that an employee has a conflict of interest. Therefore, NROUTE Enterprises, LLC must offer the lowest quote for a state agency to issue a purchase order to NROUTE Enterprises, LLC.

A state agency shall be defined as a division, section, bureau, office, program, board, regional/district office, etc., that exists within a department of Missouri State Government. For the purposes of this document, this shall also include the Judicial and Legislative branches of the State of Missouri.

BUYER CONTACT INFORMATION

Name: Kelsey Huwe

Email: kelsey.huwe@oa.mo.gov

Phone Number: (573) 522-1308



ORGANIZATION

Statewide Contract History

Contract Information

Instructions and Information

Contract Scope of Work

Appendix A – Satisfactory Survey

Attachment 1 – Motor Vehicle Price Quote Request Form (Separate Document)

Attachment 2 – Motor Vehicle Price Quote Request Form Award Record (Separate Document)

Attachment 3 – Domestic Products Procurement Act (Separate Document)



STATEWIDE CONTRACT HISTORY

The following table summarizes actions related to this Notification of Statewide Contract:

ACTION ISSUE DATE	SUMMARY OF CHANGES
4/23/2025	Initial issuance of new contracts.



CONTRACT INFORMATION

MC250182001			
MissouriBUYS SYSTEM ID/MOVERS SYSTEM ID: MB00130340/1008223			
Contractor Name: Belkoh II, Inc.			
Contractor Address: 175 Turnbull Trail Troy, MO 63379			
Contact Information: Michael S. Benz 636-775-2900 ext. 448 mikeb@behlmann.com			
MBE, WBE, SDVE, BLIND/SHELTERED WORKSHOP PARTICIPATION			
MBE: No	WBE: No	SDVE: No	Blind/Sheltered Workshop: No

MC250182002			
MissouriBUYS SYSTEM ID/MOVERS SYSTEM ID: MB00089574/1001766			
Contractor Name: Broadway Ford Truck Sales, Inc.			
Contractor Address: 812 E. Taylor Ave St. Louis, MO 63147			
Contact Information: Jeff Houston 314-241-9140 jhouston@broadwaytruck.com			
MBE, WBE, SDVE, BLIND/SHELTERED WORKSHOP PARTICIPATION			
MBE: No	WBE: No	SDVE: No	Blind/Sheltered Workshop: No

MC250182003			
MissouriBUYS SYSTEM ID/MOVERS SYSTEM ID: MB00185030/1004045			
Contractor Name: CFLR Auto			
Contractor Address: 1740 US HWY 60 E Republic, MO 65738			
Contact Information: Steve Forrester 417-350-5083 sforrester@corwinauto.com			
MBE, WBE, SDVE, BLIND/SHELTERED WORKSHOP PARTICIPATION			
MBE: No	WBE: No	SDVE: No	Blind/Sheltered Workshop: No



MC250182004			
MissouriBUYS SYSTEM ID/MOVERS SYSTEM ID: MB00128217/1004046			
Contractor Name: Corwin Motors of Springfield			
Contractor Address: 3306 E. Kearney Street Springfield, MO 65803			
Contact Information:		Steve Forrester 417-350-5083 sforrester@corwinauto.com	
MBE, WBE, SDVE, BLIND/SHELTERED WORKSHOP PARTICIPATION			
MBE: No	WBE: No	SDVE: No	Blind/Sheltered Workshop: No

MC250182005			
MissouriBUYS SYSTEM ID/MOVERS SYSTEM ID: MB00089555/1001907			
Contractor Name: Don Brown Chevrolet, Inc.			
Contractor Address: 2244 South Kingshighway St Louis, MO 63110			
Contact Information:		Dave Helterbrand 314-772-1400 dave@donbrownchevrolet.com	
MBE, WBE, SDVE, BLIND/SHELTERED WORKSHOP PARTICIPATION			
MBE: No	WBE: No	SDVE: No	Blind/Sheltered Workshop: No

MC250182006			
MissouriBUYS SYSTEM ID/MOVERS SYSTEM ID: MB00133454/1003719			
Contractor Name: Gary Crossley Ford			
Contractor Address: 8050 N Church Rd Kansas City, MO 64158			
Contact Information:		Phil Englander 816-883-2208 phil@garycrossleyford.com	
MBE, WBE, SDVE, BLIND/SHELTERED WORKSHOP PARTICIPATION			
MBE: No	WBE: No	SDVE: No	Blind/Sheltered Workshop: No



MC250182007			
MissouriBUYS SYSTEM ID/MOVERS SYSTEM ID: MB00095149/1004754			
Contractor Name: Joe Machens Ford Lincoln			
Contractor Address: 1911 W. Worley P.O. Box 1078 Columbia, MO 65203			
Contact Information: Braden Schlueter 573-777-1089 bschlueter@machens.com			
MBE, WBE, SDVE, BLIND/SHELTERED WORKSHOP PARTICIPATION			
MBE: No	WBE: No	SDVE: No	Blind/Sheltered Workshop: No

MC250182008			
MissouriBUYS SYSTEM ID/MOVERS SYSTEM ID: MB00091580/1003276			
Contractor Name: Midway Ford Truck Center, Inc.			
Contractor Address: 7601 NE 38 th Street Kansas City, MO 64161			
Contact Information: Sidney Miller 913-406-3949 sidney@midwaytrucks.com			
MBE, WBE, SDVE, BLIND/SHELTERED WORKSHOP PARTICIPATION			
MBE: No	WBE: No	SDVE: No	Blind/Sheltered Workshop: No

MC250182009			
MissouriBUYS SYSTEM ID/MOVERS SYSTEM ID: MB00111484/1000569			
Contractor Name: NROUTE Enterprises, LLC			
Contractor Address: 6102 North 23 rd Street Ozark, MO 65721			
Contact Information: Will Reynolds 417-731-2900 motorsports@nroutellc.com			
MBE, WBE, SDVE, BLIND/SHELTERED WORKSHOP PARTICIPATION			
MBE: No	WBE: No	SDVE: No	Blind/Sheltered Workshop: No



MC250182010			
MissouriBUYS SYSTEM ID/MOVERS SYSTEM ID: MB00214063/1008513			
Contractor Name: Scott Able Group, LLC			
Contractor Address: 400 Chesterfield Center Suite 400 Chesterfield, MO, 63017			
Contact Information: Jasmine Conway 636-395-2248 jasmine@scottablegroup.com			
MBE, WBE, SDVE, BLIND/SHELTERED WORKSHOP PARTICIPATION			
MBE: No	WBE: No	SDVE: No	Blind/Sheltered Workshop: No

MC250182011			
MissouriBUYS SYSTEM ID/MOVERS SYSTEM ID: MB00126520/1003494			
Contractor Name: Weber Granite City Ford, LLC			
Contractor Address: 3465 Progress Pkwy Granite City, IL, 62040			
Contact Information: Anthony Feole 618-616-2803 afeole@geoweber.com			
MBE, WBE, SDVE, BLIND/SHELTERED WORKSHOP PARTICIPATION			
MBE: No	WBE: No	SDVE: No	Blind/Sheltered Workshop: No



INSTRUCTIONS AND INFORMATION



1. **MANDATORY USE:** The contractor shall provide services on an as needed, if needed basis. The State of Missouri does not guarantee any usage of the contract whatsoever. However, any state agency needing the services shall be required to use the contract unless an exemption is granted by the Division of Purchasing. In addition, the contractor shall agree and understand that the contract shall not be construed as an exclusive arrangement and if it is in the best interest of the State of Missouri and approved by the Division of Purchasing, a state agency may obtain alternate services elsewhere.
2. **DEFINITIONS:**
 - a. **Domestic Products Procurement Act (Buy American)** – Attachment 3, this must be sent out with all PQF forms and the responses must be included in your evaluation and determination of the lowest vendor's response.
 - b. **Fleet Purchases Only** – The QVL contractor must provide the specific motor vehicle requested in the Price Quote Request Form, including all specified additional options identified in the Price Quote Request Form, unless the QVL contractor provides documentation from the manufacturer indicating the additional option is not available at the time of the Price Quote Request Form request. A new fleet motor vehicle available off the QVL contractor's lot shall mean a vehicle which has never been owned except by a manufacturer, distributor or dealer and has never been registered, and of the current model year of the vehicle.
 - c. **Fleet Vehicles** – Manufacturer designated fleet vehicles defined as the vehicles purchased through the manufacturers' fleet program.
 - d. **Motor Vehicle Price Quote Request Form (PQF)** – Attachment 1, utilized for requesting price quotes from the awarded contractors.
 - e. **Motor Vehicle Price Quote Request Form Award Record** – Attachment 2, used to record the evaluation of the price quotes received from the awarded contractors.
 - f. **OA Fleet Management** – Office of Administration – Fleet Management, the pre-approval authority for all state agencies (except where special delegation exists). Any anticipated vehicle purchases must be pre-approved by OA Fleet Management prior to attempting to make a purchase.
 - g. **Off the Lot Purchases Only** – If a QVL contractor has a vehicle located on a lot that meets the requirements of the specific motor vehicle requested in the PQF, but the vehicle may



also include additional options not requested by the agency. In which case the vendor should provide a PQF response that specifies the additional options already installed on the vehicle that the state agency did not request. A new motor vehicle available off the QVL contractor's lot shall mean a vehicle which has never been owned except by a manufacturer, distributor or dealer and has never been registered, regardless of the model year of the vehicle.

- h. **Qualified Vendor's List (QVL)** – Qualified Vendor's List (contractors CC240138001-011), an established supply channel for acquiring new motor vehicles and manufacturer designated fleet vehicles for various state agencies located throughout the state of Missouri.
 - i. **State Agency** – defined as a division, section, bureau, office, program, board, regional/district office, etc., that exists within a department of Missouri State Government. For the purposes of this document, this shall also include the public Universities and the Judicial and Legislative branches of the State of Missouri.
3. **Vehicle Categories Included Within this Contract:**

Motor Vehicle Categories
Passenger Vehicles (25101503)
Light Duty Trucks (25101507)
Medium Duty Trucks (25181602)
Work Vans (25101505)
Cargo Vans (25101505)
Patrol Vehicles (25101702)

4. **Awarded Categories by Contractor:**

Contract Number	Off the Lot Vehicles	Fleet Motor Vehicles
MC250182001 – Belkoh II, Inc.	All Categories	All Categories
MC250182002 – Broadway Ford Truck Sales Inc	All Categories	All Categories
MC250182003 – CFLR Auto	All Categories	All Categories
MC250182004 – Corwin Motors of Springfield	All Categories	All Categories
MC250182005 – Don Brown Chevrolet, Inc.	All Categories	All Categories
MC250182006 – Gary Crossley Ford	All Categories	All Categories
MC250182007 – Joe Machens Ford Lincoln	All Categories	All Categories



Contract Number	Off the Lot Vehicles	Fleet Motor Vehicles
MC250182008 – Midway Ford Truck Center, Inc.	Passenger Vehicles Light Duty Trucks Medium Duty Trucks Work Vans Cargo Vans	Passenger Vehicles Light Duty Trucks Medium Duty Trucks Work Vans Cargo Vans
MC250182009 – NROUTE Enterprises, LLC	All Categories	All Categories
MC250182010 – Scott Able Group, LLC	Passenger Vehicles Light Duty Trucks Medium Duty Trucks Work Vans Cargo Vans	All Categories
MC250182011 – Weber Granite City Ford, LLC	All Categories	All Categories

5. **Email distribution lists by category to utilize when issuing your Price Quote Forms to the contractors:**

Motor Vehicle Categories	Email Distribution for Off the Lot	Email Distribution for Fleet
Passenger Vehicles	mikeb@behlmann.com ; jhouston@broadwaytruck.com ; sforrester@corwinauto.com ; dave@donbrownchevrolet.com ; bschlueter@machens.com ; motorsports@nroute.com ; phil@garycrossleyford.com ; sidney@midwaytrucks.com ; afeole@geoweber.com ; jasmine@scottablegroup.com	mikeb@behlmann.com ; jhouston@broadwaytruck.com ; sforrester@corwinauto.com ; dave@donbrownchevrolet.com ; bschlueter@machens.com ; motorsports@nroute.com ; phil@garycrossleyford.com ; sidney@midwaytrucks.com ; afeole@geoweber.com ; jasmine@scottablegroup.com
Light Duty Trucks	mikeb@behlmann.com ; jhouston@broadwaytruck.com ; sforrester@corwinauto.com ; dave@donbrownchevrolet.com ; bschlueter@machens.com ; motorsports@nroute.com ; phil@garycrossleyford.com ; sidney@midwaytrucks.com ; afeole@geoweber.com ; jasmine@scottablegroup.com	mikeb@behlmann.com ; jhouston@broadwaytruck.com ; sforrester@corwinauto.com ; dave@donbrownchevrolet.com ; bschlueter@machens.com ; motorsports@nroute.com ; phil@garycrossleyford.com ; sidney@midwaytrucks.com ; afeole@geoweber.com ; jasmine@scottablegroup.com
Medium Duty Trucks	mikeb@behlmann.com ; jhouston@broadwaytruck.com ;	mikeb@behlmann.com ; jhouston@broadwaytruck.com ;



Motor Vehicle Categories	Email Distribution for Off the Lot	Email Distribution for Fleet
	sforrester@corwinauto.com ; dave@donbrownchevrolet.com ; bschlueter@machens.com ; motorsports@nroutellc.com ; phil@garycrossleyford.com ; sidney@midwaytrucks.com ; afeole@geoweber.com ; jasmine@scottablegroup.com	sforrester@corwinauto.com ; dave@donbrownchevrolet.com ; bschlueter@machens.com ; motorsports@nroutellc.com ; phil@garycrossleyford.com ; sidney@midwaytrucks.com ; afeole@geoweber.com ; jasmine@scottablegroup.com
Work Vans	mikeb@behlmann.com ; jhouston@broadwaytruck.com ; sforrester@corwinauto.com ; dave@donbrownchevrolet.com ; bschlueter@machens.com ; motorsports@nroutellc.com ; phil@garycrossleyford.com ; sidney@midwaytrucks.com ; afeole@geoweber.com ; jasmine@scottablegroup.com	mikeb@behlmann.com ; jhouston@broadwaytruck.com ; sforrester@corwinauto.com ; dave@donbrownchevrolet.com ; bschlueter@machens.com ; motorsports@nroutellc.com ; phil@garycrossleyford.com ; sidney@midwaytrucks.com ; afeole@geoweber.com ; jasmine@scottablegroup.com
Cargo Vans	mikeb@behlmann.com ; jhouston@broadwaytruck.com ; sforrester@corwinauto.com ; dave@donbrownchevrolet.com ; bschlueter@machens.com ; motorsports@nroutellc.com ; phil@garycrossleyford.com ; sidney@midwaytrucks.com ; afeole@geoweber.com ; jasmine@scottablegroup.com	mikeb@behlmann.com ; jhouston@broadwaytruck.com ; sforrester@corwinauto.com ; dave@donbrownchevrolet.com ; bschlueter@machens.com ; motorsports@nroutellc.com ; phil@garycrossleyford.com ; sidney@midwaytrucks.com ; afeole@geoweber.com ; jasmine@scottablegroup.com
Patrol Vehicles	mikeb@behlmann.com ; jhouston@broadwaytruck.com ; sforrester@corwinauto.com ; dave@donbrownchevrolet.com ; bschlueter@machens.com ; motorsports@nroutellc.com ; phil@garycrossleyford.com ; afeole@geoweber.com	mikeb@behlmann.com ; jhouston@broadwaytruck.com ; sforrester@corwinauto.com ; dave@donbrownchevrolet.com ; bschlueter@machens.com ; motorsports@nroutellc.com ; phil@garycrossleyford.com ; afeole@geoweber.com ; jasmine@scottablegroup.com

NOTE: Steve Forrester is the representative for both CFLR Auto and Corwin Motors of Springfield.



6. **PRICE QUOTE FORM (PQF) Requirements (see section 2.6 of the Scope of Work for additional details)** – The state agency will contact all QVL contractor(s) via email (which includes a pre-filled out Attachment 1, PQF) who were awarded the requested motor vehicle category(ies) to obtain firm, fixed price quotes. All applicable fields to the agency should be filled out prior to sending the request to the contractors. In addition, the quote request will include the specifications required and the quantity of vehicles required. The state agency's quote request will also indicate if the state agency desires or requires any additional options or features (upgrades) to be included with the motor vehicle in addition to the base model vehicle defined.

NOTE: 1) If additional options and features are already installed on the vehicle then the QVL contractor shall price the vehicle as one total dollar amount for the motor vehicle that includes the already installed options and features. 2) If the PQF requests or requires options and features that are not currently installed on the vehicle proposed by the QVL contractor, then the QVL contractor must price those items separately to ensure the vehicle proposed meets the requirements identified in the PQF.

Agencies are also required to provide a blank Attachment 3, Domestic Product Procurement Act (Buy American) Preference with the PQF form to all contractors at the time of issuing a PQF form. Contractors must fill out Attachment 3 and return it with their PQF response in order to be considered for the award of the purchase order.

7. **EVALUATION OF THE PQF (see section 2.7 of the Scope of Work for additional details)** – Since multiple contracts exist, the state agency shall evaluate and record the total cost provided in each contractor's PQF response utilizing Attachment 2, Motor Vehicles Price Quote Form Award Record, to determine the lowest-priced contractor. Agencies will need to process the steps outlined in section 2.7.4 of the Scope of Work. The state agency shall determine the lowest-priced contractor by determining each contractor's total cost for the requested vehicle based upon the specifications, anticipated options required, quantity(ies) and the prices quoted on the PQF form. In the event the lowest-priced contractor is unable to provide the required vehicle due to unavailability, the state agency shall contact the next lowest-priced contractor as determined by processing the steps in section 2.7.4 of the Scope of Work. If additional contracts exist, and the first two lowest-priced contractors were unable to provide the vehicles, the state agency shall continue to use the same criteria for selecting a contractor until the needs of the state agency are met. All pricing shall include all shipping, and freight charges **FOB Destination, Freight Prepaid and Allowed**. The State of Missouri shall not make additional payments or pay add-on charges for freight or shipping. State agencies shall make every attempt to process an award of a PQF within forty-eight (48) hours of the PQF deadline date. Any delays in the forty-eight (48) hour timeframe must be communicated to the QVL contractors that submitted a response to a PQF. QVL contractors



shall not face consequences for selling a vehicle off the lot to another customer in the event an award has not been made within the forty-eight (48) hour timeframe and failure of the agency to communicate a delay occurs.

The PQF shall be awarded to the lowest and best QVL contractor defined herein as the specification-compliant QVL contractor who scores the highest number of evaluation points considering:

- a. The specifications and contents included on the PQF form and Attachment 2, Motor Vehicles Price Quote For Award Record;
- b. Cost, including the Missouri Domestic Products Procurement Act preference; and
- c. As applicable, when alternative fuel vehicles are bid, a life cycle cost evaluation must be performed based on the requirements stated in Chapter 414.415 RSMo. The evaluation of cost shall be completed as a life cycle cost analysis based on the quoted firm, fixed vehicle base price included in the response to the PQF using the following: (a) an average life span of 120,000 miles for the vehicle; (b) the combined city/highway fuel mileage rating for the vehicle; and (c) the fuel cost per gallon on the date the PQF responses are due as published in the most recent Missouri Energy Bulletin. The state agency will use the following formula to determine the life cycle cost:

$$LCC = UP + \frac{(LV \times GC)}{MPG}$$

LCC = Life Cycle Cost

UP = Unit Price of vehicle proposed

LV = Life of vehicle is 120,000 miles

GC = Gasoline cost per gallon for this PQF response will be the current average price for Mid-Missouri on the due date of the PQF

MPG = Miles per gallon, combined city/highway mileage as stated by the vendor for each model

NOTE: If there is an inconsistency between vendor responses for the combined city/highway mileage, the state agency shall contact the manufacturer representative for all models quoted for that line item to verify the information. If the combined city/highway mileage is not provided by the vendor for the model proposed, the state agency reserves the right to use the EPA combined city/highway mileage as state at www.fueleconomy.gov when determining the life cycle cost per model. If the combined city/highway mileage is not available at www.fueleconomy.gov, the state agency reserves the right to contact the manufacturer to receive the combined city/highway mileage.



The state agency will provide all responding QVL contractors of the results of the PQF awarded by providing a copy of the completed Attachment 2 - Motor Vehicle Price Quote Request Form (PQF) Award Record.

8. **Purchase Order Requirements** – The state agency must also provide authorization to proceed through issuance of a purchase order or specific written authorization to ship.

Note to State Agencies: Prior to making a vehicle purchase, the state agency must complete a vehicle pre-approval form and submit to Kelly Ocheskey, OA - Fleet Management. The pre-approval form can be found at the following website address:

<https://oa.mo.gov/general-services/state-fleet-management/vehicle-preapproval-process-and-vehicle-credits>

Once the state agency receives approval from OA - Fleet Management, the agency shall issue its own PGQ (Quick Price Agreement) order in SAMII or a requisition within MissouriBUYS.

NOTE (Cooperative Procurement Members Only): The Vehicle Pre-Approval Form does not apply to cooperative procurement members – only to State of Missouri agencies.

State agencies must use the following Line Item/Commodity (UNSPSC) code combinations when issuing their purchase orders (these line items and codes are the same for all contracts):

Line item 1	25101503	Automobiles or Cars
Line item 2	25101505	Minivans or Vans
Line item 3	25101507	Light Trucks or Sport Utility Vehicles
Line item 4	25101702	Police Vehicles
Line item 5	25181602	Trucks Chassis

9. **Delivery** – Delivery for all vehicles shall be due as indicated by the state agency on the PQF form prior to issuing the PQF. The QVL contractor who was awarded the PQF shall only deliver upon receipt of an authorized purchase order. The QVL contractor must call the state agency 24 hours prior to making an appointment for delivery. Delivery must be made between the hours of 8:00 a.m. and 12:00 Noon or 1:00 p.m. and 4:00 p.m., Monday through Friday, Central Time. Deliveries shall not be made on state holidays. Each delivered vehicle shall be clean, lubricated, serviced and ready for immediate service. This shall include installation of all required options and accessories and removal of all plastic and signage (e.g. window sticker) from the interior and exterior of the vehicle. The window sticker may be left in the “glove box” or included with other documentation.



Each vehicle delivered shall include a proper form to apply for Missouri title and license including the Manufacturer's State of Origin and invoice, an owner's manual, and warranty. The title and invoice for all alternative fuel vehicles must clearly indicate the vehicle is alternative fuel (flex fuel (FFV) or E-85).

The Manufacturer's Standard Factory Warranty shall apply to all vehicles. The warranty shall not become effective until the vehicle is delivered to and accepted by the state agency.

Within forty-eight (48) hours of delivery, the state agency shall fully inspect the vehicle's interior and exterior, including any options required on the vehicle. The state agency must notify the dealer within forty-eight (48) hours of any unacceptability relating to the delivered vehicle. If the state agency fails to notify the dealer of any unacceptability within the forty-eight (48) hour timeframe, the dealer reserves the right to deem the vehicle as acceptable. Agencies are advised to ensure the proper measures are taken as it relates to insuring vehicles beyond the forty-eight (48) hour acceptance timeframe.

10. **Potential Recall or Manufacturer Initiated Customer Service Action/Notification Requirement:** The contractor shall be responsible for accessing potential recall notices from the National Highway Traffic Safety Administration (NHTSA), as well as any manufacturer initiated customer service actions prior to delivering the vehicles to the state agency location. If a recall or customer service action is found for the vehicle being delivered to the state agency, the contractor should, to the best of their ability, complete the necessary action(s) prior to delivery. If the contractor is unable to address the required recall or customer service action(s) prior to delivery, the contractor must inform the state agency of the "open" recall or customer service action upon delivery. The contractor shall then assist the state agency in getting the recall or customer service action(s) completed as quickly as possible.
11. **SCOPE OF WORK** – Due to the large amount of information included in the contract's Scope of Work, the information is not included in the Statewide Contract Notification. The information is available through the Awarded Bid & Contract Document Search at <https://oa.mo.gov/purchasing/bidding-contracts/awarded-bid-contract-document-search> or through MissouriBUYS at <https://missouribuys.mo.gov/>
12. **CONTRACT MANAGEMENT:**
 - a. The state agency should monitor, measure, and manage the contractor's performance of services and delivery of products according to the contractual requirements. Please refer to the Contract Management Guide:
<https://oapurch.state.mo.us/procurementsources.shtm>



- b. In the event your state agency encounters any issues or has any concerns or questions regarding the contract, please contact the Division of Purchasing in writing to the attention of the buyer shown on the front page of this document.
 - c. To assist the Division of Purchasing in monitoring the performance of the contractors and ensuring quality services are provided to state agencies, state agencies are strongly encouraged to submit documentation regarding the contract and contractor performance to the Division of Purchasing to the attention of the buyer listed on the front page of this document.
13. **SATISFACTION SURVEY:** Customer service is a top priority. The Division of Purchasing desires to work with state agencies to identify solutions if there are any contract concerns. State agencies are encouraged to complete the Satisfaction Survey, Appendix A, regarding their experience with the contract. Please submit your completed survey to the Division of Purchasing to the attention of the buyer shown on the front page of this document.



Appendix A Satisfaction Survey



This satisfaction survey is provided for users to report good and/or poor contractor performance. Any contract user may complete the survey and return it to the buyer identified on page one of this notice.

Users are advised that serious contractor performance issues should be immediately reported to the buyer identified on page one of this notice.

GENERAL CONTRACT INFORMATION	
Contractor Information	Contract Number: Contractor Name:
Does the contract meet the needs of your state agency?	Yes: ☐ No: ☐ If no, please explain:
How could the contract be improved?	

Please complete the following form to document your agency's experience with the contractor.

PRODUCT RATING	EXPLANATION
Do the products meets the needs of your agency:	Yes: ☐ No: ☐ If no, please explain:



Do the products meet the contract specifications?	Yes: ☐ No: ☐ If no, please explain:
---	--

CONTRACTOR PERFORMANCE	EXPLANATION
Did the contractor deliver products in accordance with the delivery timelines in the contract?	Yes: ☐ No: ☐ If no, please explain:
Has your agency encountered any problems with the contractor? If so, how would you rate their ability to resolve the problem?	Yes: ☐ No: ☐ If no, please explain:
Were the contractor's employees courteous?	Yes: ☐ No: ☐ If no, please explain:
Did the contractor handle recall notices effectively?	Yes: ☐ No: ☐ If no, please explain:

SURVEY COMPLETED BY:	
Name:	
State Agency:	
Email:	
Date:	

Please submit your completed survey to the Division of Purchasing to the attention of the buyer shown on the front page of this document.



Preview Order 7677 - K8A - Police Inter Utility AWD: Order Summary Time of Preview: 06/27/2025 10:41:25 Receipt: 6/27/2025

Dealership Name: Broadway Ford Truck Sales, Inc.

Sales Code : F53911

Dealer Rep.	Scott Roberts	Type	Fleet	Vehicle Line	Explorer	Order Code	7677
Customer Name	CREVE COEUR	Priority Code	J4	Model Year	2026	Price Level	615

DESCRIPTION

K8A0 POLICE INTER UTILITY AWD
 .119 INCH WHEELBASE
 TOTAL BASE VEHICLE
 SILVER GREY METALLIC
 CLOTH BUCKETS/CLOTH REAR SEATS
 ONYX INTERIOR
 EQUIPMENT GROUP 500A
 .FM STEREO
 .3.3L HYBRID ENGINE
 .10-SP MODULR HYBRD AUTO TRN
 GLOBAL LOCK/UNLOCK
 50 STATE EMISSIONS
 DRIVER SIDE LED SPOT LAMP

DESCRIPTION

NOISE SUPPRESSION BOND STRAPS
 TAIL LAMP LIGHTING SOLUTION
 POL WIRE HARNESS CONNECTOR KIT
 .POLICE WIRING KIT REAR
 .POLICE WIRING KIT FRONT
 PRICE CONCESSION INDICATOR
 REMARKS TRAILER
 FRONT LICENSE PLATE BRACKET
 SPECIAL FLEET ACCOUNT CREDIT
 FUEL CHARGE
 PRICED DORA
 ADVERTISING ASSESSMENT
 DESTINATION & DELIVERY

TOTAL BASE AND OPTIONS
 DISCOUNTS
 TOTAL

ORDERING FIN: QF600 END USER FIN: QF600

INCENTIVES

Acc. Code ID :10 Contract/Ref # :03-889T Bld Date :05/22/25State : MO

Customer Name:

Customer Email:

Customer Address:

Customer Phone:

\$ 49,066.18

Customer Signature

Date

This order has not been submitted to the order bank.



MEMORANDUM

Date: July 18, 2025
To: Mark Perkins, City Administrator
From: Steven Berecz, P.E., Interim Director of Public Works
Subject: MSD Easements at Venable Park

Staff Recommendation

Staff is requesting City Council's acceptance of the MSD sewer easements as shown and as described on Exhibit A and Council's authorization for City officials to execute the necessary documents within Venable Memorial Park located at 10630 Country View Dr, Creve Coeur, MO.

Project Funding

There is a nominal receipt of \$1.00 for these easements.

Background

As part of the overall Venable Park improvements, the City submitted engineering plans to MSD for review, approval and permit issuance. Part of MSD's review included the requirement for sewer easements centered about the new sewers being installed as part of the Venable construction project. These sewers are mostly within the main parking lot and then also along the south side of the tennis courts with termination at an outlet in the creek on the east side of the property.

In addition, MSD's research concluded that an existing sanitary sewer that runs in a north-south direction near the eastern side of the property was not in an easement and/or the easement was not recorded at the time when this sanitary sewer was installed. MSD is requiring that an easement be provided over this sanitary sewer.

All easements are ten feet wide and are shown on the attached exhibit.

Schedule/Timeline

- Easements would be recorded this year.

Attachments

- Exhibit A: Easement Documents

RESOLUTION NO. 1814

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AUTHORIZING THE EXECUTION OF SEWER EASEMENTS, AS SHOWN IN EXHIBIT A, WITH THE METROPOLITAN St. LOUIS SEWER DISTRICT AT VENABLE MEMORIAL PARK, 10630 COUNTRY VIEW DRIVE, CREVE COEUR.

WHEREAS, MSD has agreed to these sewer easements; and

WHEREAS, MSD is requiring that the City provide these sewer easements prior to the City completing the 2025 construction improvements at Venable Park; and

WHEREAS, creation of the sewer easements will provide a public benefit; and

WHEREAS, Public Works staff has found these easements and MSD's request to be fair and reasonable.

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

Section 1. The Easement Agreement between the Metropolitan St. Louis Sewer 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 substantially in the form of "Exhibit A," with such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Resolution. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient, or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the Agreement.

Section 2. This Resolution shall become effective upon its passage.

ADOPTED THIS 28TH DAY OF JULY, 2025.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE, MRCC
CITY CLERK

(3 INCH AREA ABOVE-LEAVE BLANK FOR RECORDERS OFFICE USE ONLY)

DOCUMENT TYPE: Easement

DATE OF DOCUMENT: 06/12/2025

GRANTOR: The City of Creve Coeur, Missouri

GRANTEE: Metropolitan St. Louis Sewer District
2350 Market St.
St. Louis, MO 63103

PROPERTY ADDRESS: 10630 Country View Drive
Creve Coeur, MO 63141

COUNTY LOCATOR#: 17M110453

CITY OF ST. LOUIS PARCEL#: N/A

CITY/MUNICIPALITY: The City of Creve Coeur, Missouri

LEGAL DESCRIPTION: LOTS 9-12 OF SPOEDE MEADOWS (PB 72 PG 2) & PT
W1/2 SE1/4 SW1/4, SEC1-T45N-R5E & PT NW1/4
NE1/4 NW1/4, SEC12-T45N-R5E
CITY OF CREVE COEUR, STATE OF MISSOURI

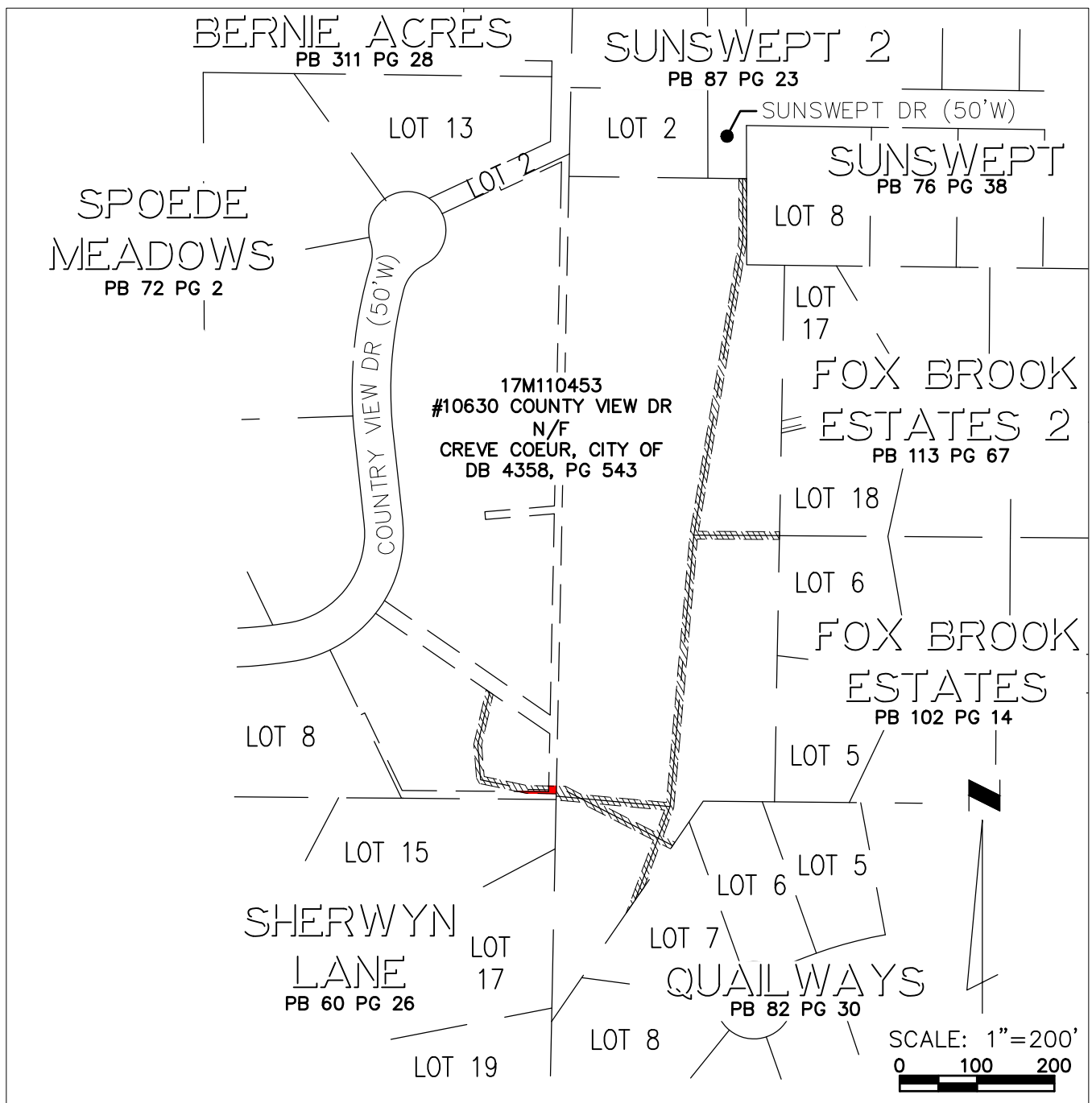


EXHIBIT "A"

SHEET 1 OF 3

DATE SIGNED:

SEWER EASEMENT

LOTS 9-12 OF SPOEDE MEADOWS (PB 72 PG 2)
 & PT W1/2 SE1/4 SW1/4, SEC1-T45N-R5E
 & PT NW1/4 NE1/4 NW1/4, SEC12-T45N-R5E
 CITY OF CREVE COEUR, STATE OF MISSOURI



THOUVENOT, WADE & MOERCHEN, INC.

3701 S. LINBERGH BLVD, SUITE 100
 ST LOUIS, MISSOURI 63127-1372
 TEL: (314) 241-6300
 CERTIFICATE OF AUTHORITY #001528

JOSHUA A. SAUNDERS, P.L.S.
NO. 2019015190 EXP: 12/31/25

VENABLE MEMORIAL PARK IMPROVEMENTS (24MSD-00422)

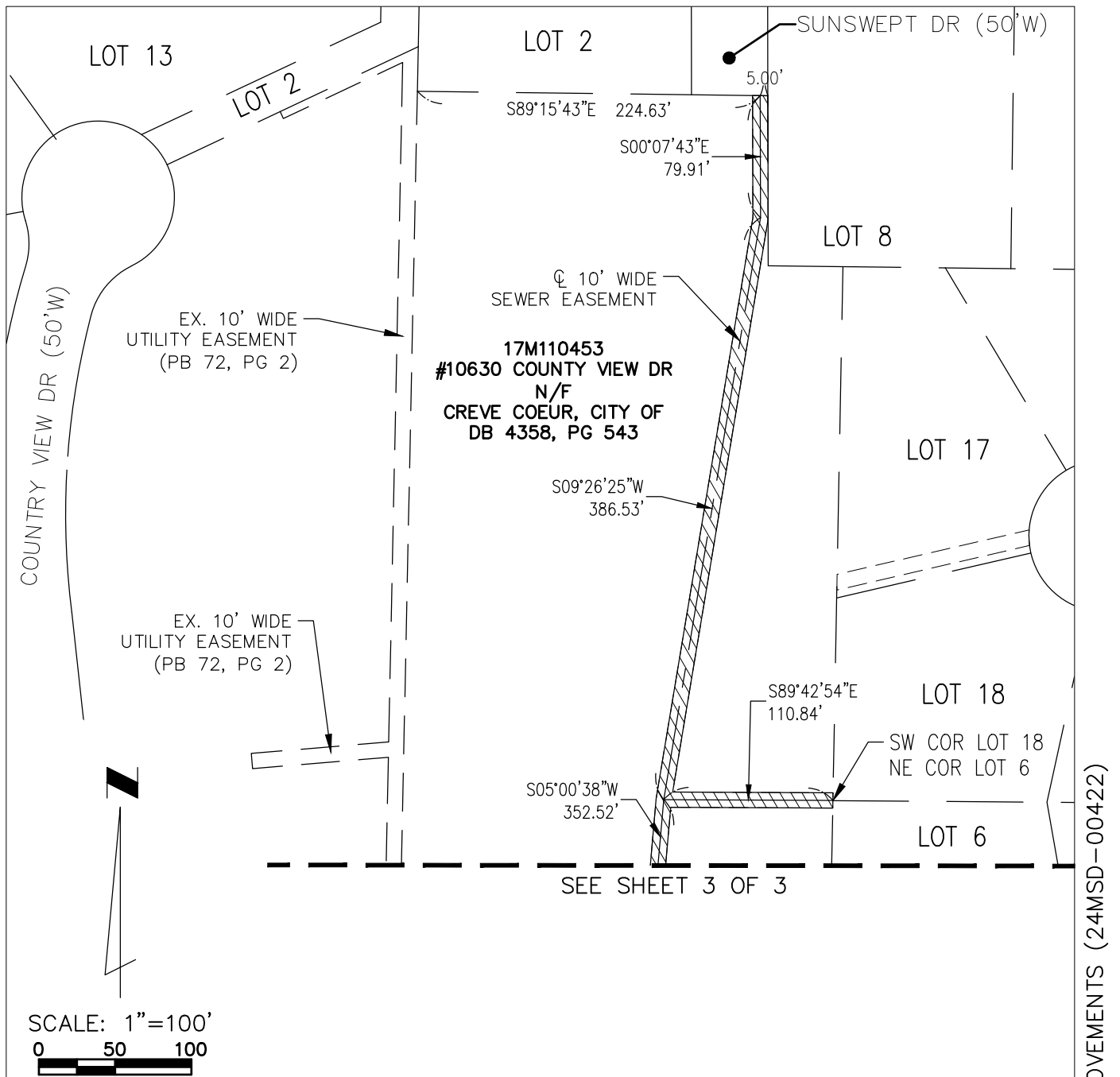


EXHIBIT "A"

SHEET 2 OF 3

DATE SIGNED:

SEWER EASEMENT
 LOTS 9-12 OF SPOEDE MEADOWS (PB 72 PG 2)
 & PT W1/2 SE1/4 SW1/4, SEC1-T45N-R5E
 & PT NW1/4 NE1/4 NW1/4, SEC12-T45N-R5E
 CITY OF CREVE COEUR, STATE OF MISSOURI



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 NO. 2019015190 EXP: 12/31/25

VENABLE MEMORIAL PARK IMPROVEMENTS (24MSD-00422)

06-12-25

25EASMT-00145

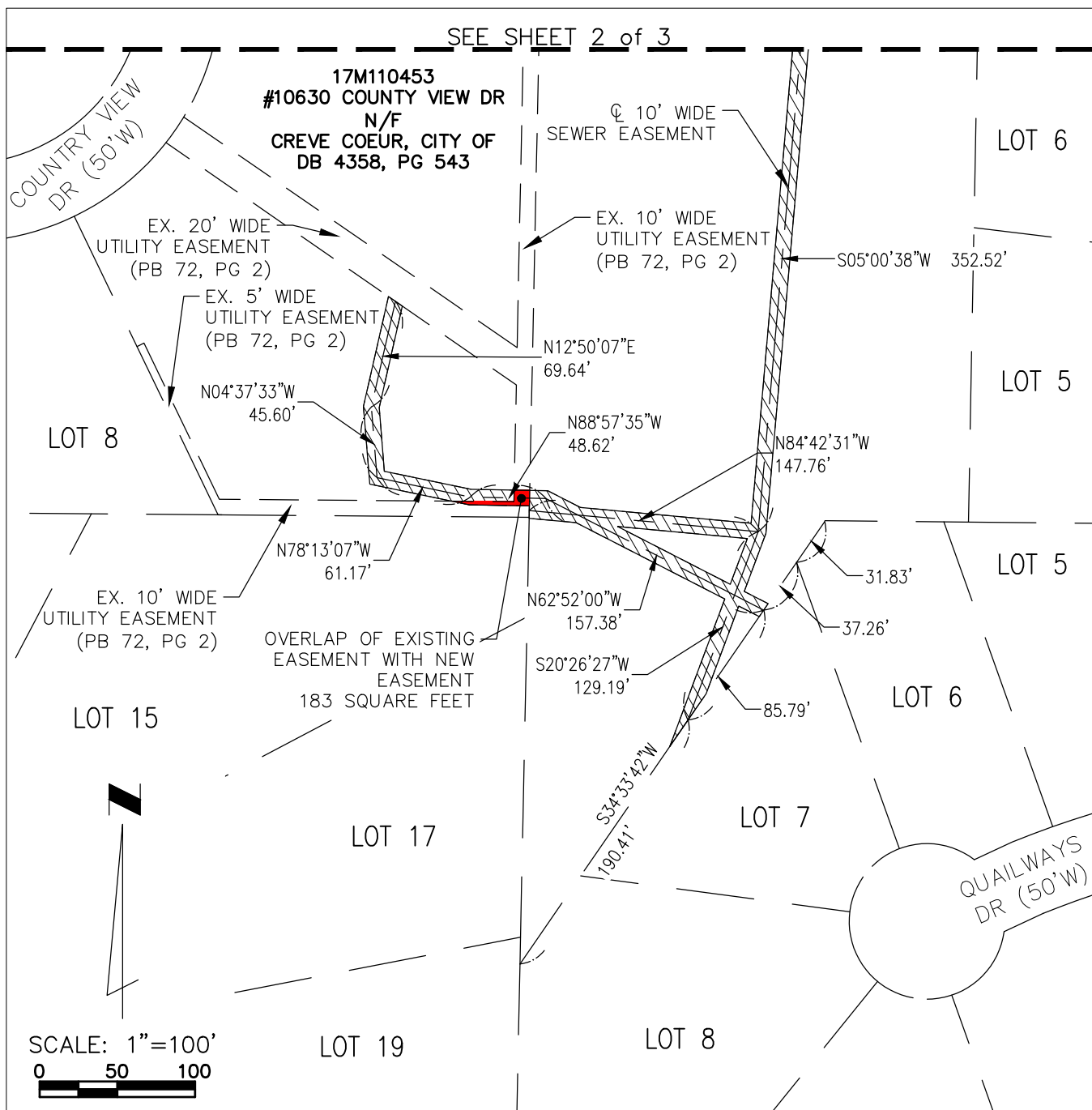


EXHIBIT "A"

SHEET 3 OF 3

DATE SIGNED:

SEWER EASEMENT
LOTS 9-12 OF SPOEDE MEADOWS (PB 72 PG 2)
& PT W1/2 SE1/4 SW1/4, SEC1-T45N-R5E
& PT NW1/4 NE1/4 NW1/4, SEC12-T45N-R5E
CITY OF CREVE COEUR, STATE OF MISSOURI



THOUVENOT, WADE & MOERCHEN, INC.

3701 S. LINBERGH BLVD, SUITE 100
ST LOUIS, MISSOURI 63127-1372
TEL: (314) 241-6300
CERTIFICATE OF AUTHORITY #001528

JOSHUA A. SAUNDERS, P.L.S.
NO. 2019015190 EXP: 12/31/25

VENABLE MEMORIAL PARK IMPROVEMENTS (24MSD-00422)

E A S E M E N T

TO WHOM IT MAY CONCERN:

KNOW ALL MEN BY THESE PRESENTS, that _____, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations to it in hand paid by The Metropolitan St. Louis Sewer District, the receipt of which is hereby acknowledged, does hereby give, grant, extend, and confer on The Metropolitan St. Louis Sewer District the exclusive right to build and maintain a sewer or sewers, including stormwater improvements, on the strip or strips of ground described as shown hachured on the attached "Easement Plat" marked Exhibit "A" and made a part hereof, and to use such additional space adjacent to the easement(s) so granted as may be required for working room during the construction, reconstruction, maintenance, or repair of the aforementioned sewer or sewers, including stormwater improvements. The Metropolitan St. Louis Sewer District may from time to time enter upon said premises to construct, reconstruct, replace, maintain, or repair the aforesaid sewer or sewers, including stormwater improvements, and may assign its rights herein to the State, County, City, or other political subdivisions of the State. The easement(s) hereby granted is(are) irrevocable and shall continue forever.

This easement is accepted by Grantee with the understanding and on the condition that whenever it shall make an excavation in the above-described property, Grantee shall restore the ground surface of said easement(s) and said adjacent space(s) to its/their original condition (or a close thereto as is reasonably possible) notwithstanding the foregoing, trees, shrubs, and plants located within the disturbed area may be removed and not replaced by Grantee.

IN WITNESS WHEREOF, the said _____ has caused these presents to be signed by its _____ this ____ day of _____, 20____.

— (Name of Corporation)

By _____

Attest:

Officer

Secretary

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

On this ____ day of _____, 20____, before me appeared _____
_____, to me personally known, who being by me duly sworn,
did say he/she is _____ of _____
and that said instrument was signed in behalf of said corporation by authority of its Board of
, and said _____ acknowledged said instrument
to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have herewith set my hand and affixed my notarial seal the day
and year first above written.

My Commission expires _____.

—
Notary Public

MSD/ENG. 3.10 – Corp - Standard Esmt.

**MEMORANDUM**

Date: July 28, 2025
To: Mark Perkins, City Administrator
Sharon Stott, Assistant City Administrator
From: Dione Garson, P.E., Civil Engineer
Subject: Final engineering design services for Woodbridge Manor Road (DC-S-03)
Recommendation for authorizing Amendment #2 for Trekk Design Group, LLC

Staff Recommendation

Staff is requesting City Council approval for Amendment #2 for the not-to-exceed amount of \$39,697.00 with Trekk Design Group, LLC for final engineering costs for Woodbridge Manor Road (DC-S-03). Woodbridge Manor Road (DC-S-03) is listed in the City's 2024 Watershed Management Plan (WMP).

Trekk Design Group, LLC was selected from the approved On-Call Professional Services List – Stormwater (Resolution No. 1704).

Project Funding

Final engineering design costs will be funded by 05-61-71-9509 (Stormwater Fund).

The FY2026-FY2030 Capital Improvement Program (CIP) allocated \$450,000 under 9506 Stormwater, line item FY2025 Stormwater Projects. This line item accounts for final engineering and construction costs for projects grouped under the preliminary design services contract with Trekk Design Group, LLC authorized under Resolution No. 1749.

Background

On August 26, 2024, preliminary engineering design costs in the amount of \$160,714.20 were approved by City Council and authorized under Resolution No. 1749. The signed contract for preliminary design services with Trekk Design Group, LLC included five projects:

- Woodbridge Manor (DC-S-03)
- Mason Forest Drive (CC-S-07)
- Fernpark Drive (CC-S-04)
- Warington Square (DC-S-26)
- 252 Bellington Lane (CC-S-09)

The intent of grouping relatively smaller scale stormwater design projects into one design contract is to create economies of scale.

Preliminary Engineering Phase Discoveries

During preliminary design, two lots on Warington Square were sold to a developer and are currently undergoing redevelopment. As a result, Warington Square (DC-S-26) is on hold.

Engineering design for 252 Bellington Lane (CC-S-09), Mason Forest Drive (CC-S-07), and Fernpark Drive (CC-S-04) moved forward to final engineering design phase under Amendment #1 to the contract with Trekk Design Group, LLC authorized with Resolution No. 1772, which was approved by City Council on February 10, 2025 for the not-to-exceed amount of \$51,692.20.

Discoveries for Woodbridge Manor (DC-S-03)

The 2024 WMP suggested that installing berm near 8 Woodbridge Manor could possibly address the reported stormwater issues. The conceptual designs in the WMP are based on desk-top analysis. The primary intent of conceptual designs was to develop benefit/cost ratios (referred in the WMP as Prioritization Ranking Scores) for the City to use in Stormwater Program planning and project programming.

Trekk Design Group, LLC's scope of preliminary engineering services went beyond desktop analysis and included:

- Topographic survey (completed October 2024)
- Hydrologic and hydraulic analysis of the existing site conditions and nearby stormwater conveyance system
- Closed-circuit television inspection of the stormwater pipes (completed on June 9, 2025)

Analysis Findings

Trekk Design Group, LLC's analysis of the nearby stormwater conveyance system found:

- The sub-watershed contributing stormwater flows to the existing system is approximately 170 acres. To give a sense of scale, some urban sub-watersheds encompass only a few blocks.
- The existing stormwater system is not large enough to convey flows for the 100-year, 20-minute event.
- Modeling for the 100-year event shows significant backup and overflow within the existing stormwater system.

Design Alternatives

Given the analysis findings, to address reported structural and roadway flooding issues Trekk Design Group, LLC investigated two design alternatives.

Alternative 1

- Construct a new 48-inch storm sewer system along the south side of Ladue Road and then outlet into a pond east of South New Ballas Road.
- Estimated construction costs are approximately \$2,000,000.
- City staff does not recommend moving forward with Alternative 1.
 - Estimated construction costs exceed the \$450,000 budgeted in the FY2026-FY2030 CIP under 9506 Stormwater, line item FY2025 Stormwater Projects.
 - Construction would likely require a lane closure along Ladue Road, whereas the second alternative (below) will likely not require Ladue Road lane closures.

Alternative 2

- Construct a new 48-inch storm sewer system parallel to the existing 72-inch pipe that runs south from near Ladue Road and outlets to Woodbridge Manor's stormwater basin.
 - Estimated construction costs are approximately \$300,000.
 - Estimated construction costs fall within the \$450,000 budgeted in the FY2026-FY2030 Capital Improvement Program (CIP) under 9506 Stormwater, line item FY2025 Stormwater Projects.

- Construction will likely be largely contained to right-of-way and Woodbridge Manor common ground.

Stormwater Committee

At the July 9, 2025 Stormwater Committee meeting, City staff shared design alternatives and associated estimated costs. The Stormwater Committee voted in favor of moving forward with final engineering design for Alternative 2.

Engineering Costs

The following is a summary of Trekk Design Group, LLC engineering design costs

Contract and Amendments	Resolution	Costs
Preliminary Engineering Design	Resolution No. 1749	\$160,714.20
Amendment #1 (CC-S-09), (CC-S-07), CC-S-04)	Resolution No. 1772	\$51,692.20
Amendment #2 (DC-S-03)	Seeking approval	\$39,697.00
Total		\$252,103.40

Table 1: Trekk Design Group Engineering Costs

Scope of Amendment #2 Engineering Design Services

The scope of Amendment #2 services includes:

- Final hydraulic modeling
- Final plan set
- Easements
- Project Specifications and bid quantities
- Permitting

Schedule/Timeline

- Engineering design is anticipated to be completed by December 2025
- Construction is anticipated to begin in spring 2026

Attachments

- Exhibit A: Contract/Professional Services Agreement, Amendment #2 between the City of Creve Coeur and Trekk Design Group, LLC

RESOLUTION NO. 1815

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE EXECUTION OF AMENDMENT #2 FOR THE CONTRACT WITH TREKK DESIGN GROUP, LLC FOR THE SECOND AND FINAL PHASE OF ENGINEERING DESIGN SERVICES FOR THE WOODBRIDGE MANOR ROAD STORMWATER MANAGEMENT PROJECT FOR THE NOT-TO-EXCEED AMOUNT OF \$39,697.00.

WHEREAS, the City's 2024 Watershed Management Plan identified structural and roadway flooding issues at Woodbridge Manor.

WHEREAS, the City's Stormwater Program focuses on seeking solutions for stormwater issues that impact public safety, public health, natural assets, and property; and

WHEREAS, Public Works staff has found that Trekk Design Group, LLC is well qualified for the design of stormwater management installations that address the risks of structural and roadway flooding while adhering to applicable design and permitting requirements.

WHEREAS, Trekk Design Group, LLC has completed the first phase of engineering design services in a timely, cost-effectively, and professional manor.

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

Section 1. Amendment No. 2 to the Agreement between **Trekk Design Group, LLC** and the City, attached hereto as "Exhibit A," with a not-to-exceed **contract amendment sum of \$39,697.00** is hereby approved, and the City Administrator is hereby authorized and directed to enter into and execute that amendment. The amendment as executed shall be substantially in the form of "Exhibit A," with such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Resolution. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient, or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the Agreement as amended.

ADOPTED THIS 28^H DAY OF JULY, 2025.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE, MRCC
CITY CLERK



**Amendment #2
Revised Not-to-Exceed Fee**

**Agreement for Professional
Engineering Services**

This Amendment #2 is made this 12th day of June, 2025, by and between Creve Coeur, Missouri hereinafter referred to as the CITY, and TREKK Design Group, LLC. Hereinafter referred to as the CONSULTANT.

WITNESSETH:

WHEREAS, the CITY and CONSULTANT have entered into an Agreement dated August 27th, 2024, for the CONSULTANT to provide professional engineering services for a project generally described as Creve Coeur Stormwater Design; and

WHEREAS, the CITY desires to change the scope of the PROJECT and have the CONSULTANT provide the additional services as indicated in Attachment A – Scope of Services.

WHEREAS, the CITY and CONSULTANT agree that such change in the Scope of Services will cause a net increase in the maximum not to exceed cost to the CITY for the basic services tendered by the CONSULTANT in the amount of \$39,697.00 and a new maximum amount of \$252,103.40

All other terms of the initial Agreement dated August 27, 2024 are in affect for this amendment.

IN WITNESS WHEREOF, Creve Coeur, MO and TREKK DESIGN GROUP, LLC. by their authorized representatives, have hereunto subscribed their names this 12th day of June, 2025.

CITY OF CREVE COEUR, MISSOURI

TREKK DESIGN GROUP, LLC.

By: _____

By: _____

Title: _____

Title: _____

Attest

By: _____

By: _____

Title: _____

Title: _____

EXHIBIT A

SCOPE OF SERVICES

The services covered by this Agreement shall include furnishing the professional, technical, and other personnel and the equipment, material and all other things necessary for preparation of permitting and design services for the Creve Coeur Stormwater Design project in the City of Creve Coeur.

The following information will explain and define in general terms the major design items of importance relating to this project. All the elements of work that are necessary to satisfactorily complete the design of this project may not be listed.

The CITY desires to develop final plans, permitting documents, and other related construction documents necessary for the permitting and installation of the proposed storm water improvements at Woodbridge Manor.

The location consists of properties where yard flooding and/or structure flooding is occurring. The CONSULTANT will be required to make submittals to the CITY. The CONSULTANT will also be responsible for the completion of all quantities and probable cost associated with the improvements.

The CITY shall develop documents related to the bidding, award, and contracting of construction services. Permitting and regulatory review fees are not included.

PROJECT ADMINISTRATION

1.1. Meetings with CITY – The CONSULTANT will attend two progress meetings with the CITY.

1.2. Coordination

(Includes project/permitting coordination with property owners/occupants, MSD, St. Louis County, and City of Creve Coeur)

1.3. Invoice Preparation & Progress Report

1.3.1. The CONSULTANT shall submit monthly progress report documents, along with the monthly invoices and reimbursement requests. The Monthly Progress Report shall document the following:

1.3.1.1. Past Month's Activities/Accomplishments

1.3.1.2. Pending Issues and Decisions

1.3.1.3. Problem Areas and Recommended Corrective Actions

1.3.1.4. Budget Summary Status (showing % complete vs. % expended per task)

1.4. General Project Administration – The CONSULTANT will maintain organized and accurate records, schedule, and timesheets associated with this project.

2. Final Design

2.1. Final Hydraulic Modeling

2.1.1. Modify existing model to incorporate dimensions taken from CCTV report

2.1.2. Incorporate proposed storm sewer expansion into existing model

2.2. Plan set

2.2.1. The CONSULTANT will create a complete plan set for the proposed storm sewer. Final plan set will be marked "For Construction" included in a request for construction bids issued by the City of Creve Coeur.

- 2.2.1.1. Cover Sheet
- 2.2.1.2. General Notes
- 2.2.1.3. Existing Conditions
- 2.2.1.4. Plan Sheets
- 2.2.1.5. Pipe Profile Sheets
- 2.2.1.6. Detail Sheets
- 2.2.1.7. Drainage Area Sheets

2.3. Easement exhibits

2.3.1. The CONSULTANT will provide drawings of easements to submit to COCHRAN. COCHRAN will prepare legal description and exhibits for necessary temporary construction easements.

2.4. Develop project specifications

2.4.1. The CONSULTANT will develop the appropriate project specification package for permitting and construction

2.5. Project Quantities and Cost Estimate

2.5.1. Quantities of construction materials will tallied and recorded in the plan set, an engineer's estimate of probable construction cost will be prepared and submitted to the CITY in a separate document.

2.6. SWPPP Development

2.6.1. CONSULTANT will prepare a Stormwater Pollution Prevention Plan (also called a Stormwater Management Plan) to be attached to the construction plan set.

2.7. Quality control

2.7.1. Internal review of all calculations, specifications, and other design output.

3. PERMITTING

3.1. MSD Submittal

3.1.1. The CONSULTANT shall prepare a complete Permitting Package for submittal to MSD for review and approval. It is anticipated that permitting will be approved after 3 submittals.

3.2. MSD Comments Review and Response

3.2.1. Due to the complex nature of the proposed sewer expansion, it is anticipated that MSD will have two rounds of comments and questions about the project before

awarding a permit. This task is for the revisions necessary to address their comments and questions.

3.3. MODOT Submittal

3.3.1. Due to the project location, this project will require MODOT review and approval, this task is for submitting the required permitting documents.

3.4. MODOT Comments Review and Response

3.4.1. This task is for the revisions necessary to address MODOT comments and questions.

3.5. Creve Coeur Submittal (Permitting)

3.5.1. Due to the size of the area being disturbed for project construction it is necessary to obtain a Land Disturbance Permit from the City of Creve Coeur. This task is for submitting the required permitting documents.

3.6. Creve Coeur Comments Review and Response

3.6.1. This task is for revisions necessary to address Creve Coeur permitting comments and questions.

4. **ASSUMPTIONS**

4.1. The CONSULTANT shall prepare all plans through use of a Computer Aided Drafting (CAD) program.

4.2. All submittals will be electronic.

4.3. Design disciplines not included:

4.3.1. Flood Modeling

4.3.2. BMP Design

4.3.3. Attendance to Public Meetings

4.3.4. Bid Services

4.3.5. Construction Phase Services

SERVICES PROVIDED BY THE CITY

The CITY will provide available information of record to the CONSULTANT. In addition, the following specific items will be furnished or performed by the CITY:

1. The CITY is responsible for easement acquisition, the CONSULTANT will assist the CITY.
2. The CITY is responsible for permitting, review, and other regulatory fees as required.
3. The CITY is responsible for the bidding process though the CONTRACTOR will assist as previously stated. The CITY is responsible for all contracting documentation.



MEMORANDUM

Date: July 22, 2025
To: Mark Perkins, City Administrator
Sharon Stott, Assistant City Administrator
From: Dione Garson, P.E., Civil Engineer
Subject: Amending the Policy for the City's Stormwater Management Cost-Share Program

Staff Recommendation

Staff is requesting City Council approval for changes to the Policy for the City's Stormwater Management Cost-Share Program.

Changes are based on lessons-learned from the first two rounds of the program. Changes are also intended to simplify and provide more clarity.

Project Funding

The City's Stormwater Management Cost-Share Program is funded by 05-61-71-9509 (Stormwater Fund). Proposed policy changes will not impact the program's budget.

Background

In 2023, the City established a Stormwater Management Cost-Share Program with Resolution No. 1677. The program was designed to help Homeowner Associations (HOAs) and Individual Homeowners address stormwater issues that are unlikely to be addressed in the near-term by the Metropolitan St. Louis Sewer District or a City-funded project.

Proposed Policy Changes

The following is an overview of recommended changes are shown on the redlined version of the resolution (Exhibit B):

- Removing references to the program's pilot phase
- Adding the following definition of HOAs: In subdivisions without a formal HOA, an HOA is considered to be three homeowners or more working together to address a common stormwater issue under a signed agreement.
- Consolidating bullet points, eliminating redundancies, and adding clarifying information.
- Simplifying descriptions of the Stormwater Committee's review process.
- Clarifying the Stormwater Committee's ability to recommend changes and exemptions for the City Council to consider.
- Updating program general dates to reflect a spring application window.

Attachments

- Exhibit A: Revised policy for the City's Stormwater Management Cost-Share Program
- Exhibit B: Redlined version of the revised policy for the City's Stormwater Management Cost-Share Program

RESOLUTION NO. 1816

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, TO ADOPT A REVISED POLICY FOR THE STORMWATER MANAGEMENT COST-SHARE PROGRAM FOR THE CITY OF CREVE COEUR.

WHEREAS, the City's Stormwater Management Cost-Share Program helps homeowner associations and individual homeowners solve stormwater issues that are unlikely to be addressed by a City-funded project or receive funding from existing programs.

WHEREAS, implementing stormwater management across the City helps improve public safety, reduce flood risks, safeguard streams and creeks, and protect the City's investment in stormwater projects.

WHEREAS, updates to the program's policy reflect the program's current schedule and add clarity to requirements.

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

Section 1: The attached amended "City of Creve Coeur Policy for the Stormwater Management Cost-Share Program is adopted as the official policy of the City of Creve Coeur and is hereby incorporated as part of this resolution.

Section 2: This resolution shall take effect immediately upon its adoption.

ADOPTED THIS 28TH DAY OF JULY, 2025.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE, MRCC
CITY CLERK

Policy for the City of Creve Coeur Stormwater Management Cost-Share Program

Revised July 28, 2025

- The Stormwater Management Cost-Share Program has two categories:
 - Homeowner Associations (HOA)
 - Individual Homeowners
- For the purposes of this program, the definition of a HOA is expanded with: In subdivisions without a formal HOA, three homeowners or more working together to address a common stormwater issue under a signed agreement.
- The total yearly cost of the program will be up to \$60,000. The Stormwater Committee may recommend and the City Council may choose to modify the total program amount and amounts allocated to each program category.
 - Homeowner Associations
 - The Homeowner Association category will have a budget of \$40,000.
 - Each awarded project will be eligible for up to a \$20,000 reimbursement.
 - Individual Homeowners
 - The Individual Homeowner category will have a budget of \$20,000.
 - Each awarded project will be eligible for up to a \$5,000 reimbursement.
 - The program seeks to fund up to two HOA projects and four Individual Homeowner Projects per round. The Stormwater Committee and City Council may choose to fund more or fewer projects per round.

The following lists the types of stormwater management improvements that the program seeks to address:

- The HOA category's focus is primarily maintenance of existing stormwater basins including:
 - Activities that restore basin detention capacity such as:
 - Dredging.
 - Removing debris and overgrown vegetation.
 - Activities that restore performance such as:
 - Removing blockage from low-flow structures.
 - Cleaning outflow pipes.
 - Replacing failing outfall pipes.
 - Grading and other natural improvements (such as vegetative swales) to drainage that reduces risks
- The program also seeks to support the installation and maintenance of:
 - Grading or other improvements to drainage.
 - Raingardens, bioswales, vegetative swales, and other vegetative stormwater management installations.

- Addressing erosion issues.
- Rain harvesting installations such as a cisterns and rainwater pillows.
- Porous pavers with underground detention.
- Modified French drains (the system must include detention).
- Livestakes.
- An acceptable urban stormwater management installations are defined by the most current *Metropolitan St. Louis Sewer District Rules and Regulations and Engineering Design Requirements for Sanitary Sewer and Stormwater Drainage Facilities*.
- **Reimbursement** – After installation is complete, Homeowner Associations and Individual Homeowners can be reimbursed 50% of total cost shown on the application (materials and labor) up to the maximum limits for each program category. Reimbursement for projects will also be limited to the amount approved by City Council.
 Funds will be released only if:
 - City staff is notified when work begins.
 - City staff is given access to the site during work for inspection.
 - City staff is given access to the site after construction for final inspection.
 - The project is completed as described in the application.
 - If significant changes are going to be made to the approved plan, the changes need to be approved by City staff and the Stormwater Committee.
 - Work must be substantially completed by June 30th of the calendar year following City Council approval.
 - Proof of payment (paid receipts or paid invoices) is given to the City by June 30th of the calendar year following City Council approval.
 - Pre- and post-construction photos are given to the City.
 - Any necessary permits are obtained and final inspection is completed.
- **Project requirements**
 - The project must provide stormwater mitigation or management (detention, retention, or attenuation).
 - No invasive plant species – native plant species are preferred.
 - Proposed work cannot increase runoff to neighboring sites.
 - The property owner must apply to the program – not the vendor or contractor.
 - Ninety days (90) after notification that the project was approved, a written status update must be submitted to the City. The update will include a list of all activities (design and construction) that have been done to-date and a list of future project milestones with estimated dates of completion.
 - Funding from the City will be made directly to the homeowner or homeowner association – not to contractors or vendors.
 - Before work begins, a Missouri 811 utility locate must be completed.

- Existing trees should not be removed for installation, and existing trees should be protected during construction.
 - If a plan shows existing trees will be removed during installation, the application should explain why the trees need to be removed to solve the stormwater issue.
 - The plan should also indicate if replacement trees will be planted and where on the site the trees will be planted.
- For work being done by a contractor, multiple bids (three) are preferred.
 - Requiring multiple bids may be difficult because many contractors charge fees for estimates.
 - If multiple bids are not provided, the application needs to explain why multiple bids are not included in the application.
 - The City will not reimburse for the cost of estimates.
- For smaller projects, the homeowner can perform the work.
 - City will reimburse materials and equipment rental costs if paid receipts are provided.
 - Cost estimates will be required as part of the application and approval process.
- **Applications**
 - Applications will be available on the City's website.
 - Applications will include information and answer questions such as (but not limited to):
 - Description of the stormwater issue.
 - Description of the proposed stormwater management improvement.
 - Contact information.
 - What efforts, if any, has the homeowner or homeowner association made in the past to solve the stormwater problem?
 - Has anything changed on the site or near the site that may have caused or exacerbated the stormwater problem?
 - Site description and layout showing existing structures and site features including creeks and streams.
 - Location of laterals and sump pump outlet pipes.
 - Simple project plans.
 - Will neighboring sites or public infrastructure benefit from this project?
- **Project selection process**
 - After the submissions deadline, City staff will review applications for completeness.
 - The Stormwater Committee will review the applications and make recommendations to the City Council.
 - The Stormwater Committee's recommended projects will be presented to the City Council for approval.

- Applicants will be notified after City Council approval.
- Applicants not awarded funds will be encouraged to reapply during a future round of funding and given suggestions for improving the plan.
- The program seeks to fund:
 - Infiltration-based installations.
 - Vegetative stormwater management installations such as raingardens and bioswales.
 - Solutions that also benefit neighboring sites and/or public infrastructure.
 - Stormwater management installations that improve water quality.
 - For HOA applications, consideration is given to:
 - If the Homeowner Association has been actively maintaining the stormwater basin or other stormwater management installations.
 - If the application demonstrates that the stormwater basin receives and manages flows from outside the subdivision.
 - If the basin was installed before MSD regulatory requirements.
- **Program-wide exclusions** – Projects or activities that will not be funded in either category:
 - Projects that increase runoff to a neighboring site.
 - If the location of the work will be within a Federal Emergency Management Agency (FEMA) Special Flood Hazard Area, which are areas that will be inundated by flood events having a one-percent annual chance of being equaled or exceeded in any given year (100-year flood).
 - Projects located on commercial properties.
 - Work that is part of new construction or redevelopment.
 - Detention required by regulations including the City of Creve Coeur, St. Louis Metropolitan Sewer District (MSD), or Missouri Department of Natural Resources (MoDNR).
 - Stormwater management solutions that involve pumps.
 - Issues caused by the homeowner's lack of regular maintenance or reasonable prevention will not be funded.
 - If a site has already been awarded Stormwater Management Cost-Share funds to solve a problem, the site is not eligible for additional funds in a future year to solve the same issue. The Stormwater Committee may choose to make an exemption and approves back-to-back applications based on factors such as but not including:
 - An increase in detention, retention, or attenuation.
 - The discovery of unforeseen issues or unknown site conditions.
 - Adding features or capacity that could offer a greater benefit to neighboring sites or public infrastructure.
 - Compensation for the homeowner's or homeowner association representative's time and effort to prepare and submit the Stormwater Management Cost-Share Program application.

- Compensation to the site owner for any lost wages or income due to the absence of work or time needed for the completion of the project or submittal and reimbursement requirements.
 - Additional landscaping that is not central to the stormwater mitigation or management that will solve the stormwater issue.
 - Post-construction site clean-up costs such as power washing the home, car washing, or cleaning windows.
 - Projects cannot be installed within the right-of-way without written permission by the Director of Public Works.
 - Solutions to problems caused by changes or additions to the site made by the homeowner association or homeowner such as:
 - Adding impervious area
 - Modifications to site grading
 - Funds cannot be used for the relocation or repair of underground utilities or personal property including but not limited to:
 - Public utilities
 - Irrigation systems
 - Lighting
 - Pools
 - Patios
 - Sheds
- **Project requirements**
 - No invasive plant species – native plant species are preferred.
 - Proposed work cannot increase runoff to neighboring sites.
 - Reasonable erosion control should be temporarily installed onsite during the construction phase.
 - Before work begins, a Missouri 811 utility locate must be completed.
 - For work being done by a contractor, multiple bids (three) are preferred.
 - Requiring multiple bids may be difficult because many contractors are charging for estimates.
 - If multiple bids are not provided, the application would need to explain why multiple bids were not included in the application.
 - For smaller projects, the homeowner can perform the work.
 - City will reimburse materials and equipment rental costs if paid receipts are provided.
 - Cost estimates will be required as part of the application and approval process.
 - **Stacking funding will be allowed**
 - If a site has been awarded funding from another source such as the Deer Creek Watershed Alliance Rainscaping Cost-Share Program or MSD's Rainscaping Small Grants Program, the site also will be eligible to receive

funding from the Creve Coeur Stormwater Management Cost-Share Program.

- **Responsibilities**

- The homeowner association or homeowner is responsible for maintaining and keeping the installed BMPs in good working condition. The City is not responsible for any future maintenance of projects funded by this program.
- The City is not responsible for damage to any underground utilities during construction. It is the HOA or homeowner's responsibility to call for a utility locate before work begins.

Exhibit A

Policy for the City of Creve Coeur Stormwater Management Cost-Share Program

Revised July 28, 2025

- The Stormwater Management Cost-Share Program has two categories:
 - Homeowner Associations (HOA)
 - Individual Homeowners
- For the purposes of this program, the definition of a HOA is expanded with: In subdivisions without a formal HOA, three homeowners or more working together to address a common stormwater issue under a signed agreement.
- The total yearly cost of the program will be up to \$60,000. The Stormwater Committee may recommend and the City Council may choose to modify the total program amount and amounts allocated to each program category.
 - Homeowner Associations
 - The Homeowner Association category will have a budget of \$40,000.
 - Each awarded project will be eligible for up to a \$20,000 reimbursement.
 - Individual Homeowners
 - The Individual Homeowner category will have a budget of \$20,000.
 - Each awarded project will be eligible for up to a \$5,000 reimbursement.
 - The program seeks to fund up to two HOA projects and four Individual Homeowner Projects per round. The Stormwater Committee and City Council may choose to fund more or fewer projects per round.

The following lists the types of stormwater management improvements that the program seeks to address:

- The HOA category's focus is primarily maintenance of existing stormwater basins including:
 - Activities that restore basin detention capacity such as:
 - Dredging.
 - Removing debris and overgrown vegetation.
 - Activities that restore performance such as:
 - Removing blockage from low-flow structures.
 - Cleaning outflow pipes.
 - Replacing failing outfall pipes.
 - Grading and other natural improvements (such as vegetative swales) to drainage that reduces risks
- The program also seeks to support the installation and maintenance of:
 - Grading or other improvements to drainage.

- Raingardens, bioswales, vegetative swales, and other vegetative stormwater management installations.
- Addressing erosion issues.
- Rain harvesting installations such as cisterns and rainwater pillows.
- Porous pavers with underground detention.
- Modified French drains (the system must include detention).
- Livestakes.
- Acceptable urban stormwater management installations are defined by the most current *Metropolitan St. Louis Sewer District Rules and Regulations and Engineering Design Requirements for Sanitary Sewer and Stormwater Drainage Facilities*.
- **Reimbursement** – After installation is complete, Homeowner Associations and Individual Homeowners can be reimbursed 50% of total cost shown on the application (materials and labor) up to the maximum limits for each program category. Reimbursement for projects will also be limited to the amount approved by City Council.
 Funds will be released only if:
 - City staff is notified when work begins.
 - City staff is given access to the site during work for inspection.
 - City staff is given access to the site after construction for final inspection.
 - The project is completed as described in the application.
 - If significant changes are going to be made to the approved plan, the changes need to be approved by City staff and the Stormwater Committee.
 - Work must be substantially completed by June 30th of the calendar year following City Council approval.
 - Proof of payment (paid receipts or paid invoices) is given to the City by June 30th of the calendar year following City Council approval.
 - Pre- and post-construction photos are given to the City.
 - Any necessary permits are obtained and final inspection is completed.
- **Project requirements**
 - The project must provide stormwater mitigation or management (detention, retention, or attenuation).
 - No invasive plant species – native plant species are preferred.
 - Proposed work cannot increase runoff to neighboring sites.
 - The property owner must apply to the program – not the vendor or contractor.
 - Ninety days (90) after notification that the project was approved, a written status update must be submitted to the City. The update will include a list of all activities (design and construction) that have been done to date and a list of future project milestones with estimated dates of completion.
 - Funding from the City will be made directly to the homeowner or homeowner association – not to contractors or vendors.

- Before work begins, a Missouri 811 utility locate must be completed.
- Existing trees should not be removed for installation, and existing trees should be protected during construction.
 - If a plan shows existing trees will be removed during installation, the application should explain why the trees need to be removed to solve the stormwater issue.
 - The plan should also indicate whether replacement trees will be planted and where on the site the trees will be planted.
- For work being done by a contractor, multiple bids (three) are preferred.
 - Requiring multiple bids may be difficult because many contractors charge fees for estimates.
 - If multiple bids are not provided, the application needs to explain why multiple bids are not included in the application.
 - The City will not reimburse for the cost of estimates.
- For smaller projects, the homeowner can perform the work.
 - City will reimburse materials and equipment rental costs if paid receipts are provided.
 - Cost estimates will be required as part of the application and approval process.
- **Applications**
 - Applications will be available on the City's website.
 - Applications will include information and answer questions such as (but not limited to):
 - Description of the stormwater issue.
 - Description of the proposed stormwater management improvement.
 - Contact information.
 - What efforts, if any, has the homeowner or homeowner association made in the past to solve the stormwater problem?
 - Has anything changed on the site or near the site that may have caused or exacerbated the stormwater problem?
 - Site description and layout showing existing structures and site features including creeks and streams.
 - Location of laterals and sump pump outlet pipes.
 - Simple project plans.
 - Will neighboring sites or public infrastructure benefit from this project?
- **Project selection process**
 - After the submissions deadline, City staff will review applications for completeness.
 - The Stormwater Committee will review the applications and make recommendations to the City Council.

- The Stormwater Committee's recommended projects will be presented to the City Council for approval.
- Applicants will be notified after City Council approval.
- Applicants who are not awarded funds will be encouraged to reapply during a future round of funding and given suggestions for improving the plan.
- The program seeks to fund:
 - Infiltration-based installations.
 - Vegetative stormwater management installations such as raingardens and bioswales.
 - Solutions that also benefit neighboring sites and/or public infrastructure.
 - Stormwater management installations that improve water quality.
 - For HOA applications, consideration is given to:
 - If the Homeowner Association has been actively maintaining the stormwater basin or other stormwater management installations.
 - If the application demonstrates that the stormwater basin receives and manages flows from outside the subdivision.
 - If the basin was installed before MSD regulatory requirements.
- **Program-wide exclusions** – Projects or activities that will not be funded in either category:
 - Projects that increase runoff to a neighboring site.
 - If the location of the work will be within a Federal Emergency Management Agency (FEMA) Special Flood Hazard Area, which are areas that will be inundated by flood events having a one-percent annual chance of being equaled or exceeded in any given year (100-year flood).
 - Projects located on commercial properties.
 - Work that is part of new construction or redevelopment.
 - Detention required by regulations including the City of Creve Coeur, St. Louis Metropolitan Sewer District (MSD), or Missouri Department of Natural Resources (MoDNR).
 - Stormwater management solutions that involve pumps.
 - Issues caused by the homeowner's lack of regular maintenance or reasonable prevention will not be funded.
 - If a site has already been awarded Stormwater Management Cost-Share funds to solve a problem, the site is not eligible for additional funds in a future year to solve the same issue. The Stormwater Committee may choose to make an exemption and approves back-to-back applications based on factors such as but not including:
 - An increase in detention, retention, or attenuation.
 - The discovery of unforeseen issues or unknown site conditions.
 - Adding features or capacity that could offer a greater benefit to neighboring sites or public infrastructure.

- Compensation for the homeowner's or homeowner association representative's time and effort to prepare and submit the Stormwater Management Cost-Share Program application.
 - Compensation to the site owner for any lost wages or income due to the absence of work or time needed for the completion of the project or submittal and reimbursement requirements.
 - Additional landscaping that is not central to the stormwater mitigation or management that will solve the stormwater issue.
 - Post-construction site clean-up costs such as power washing the home, car washing, or cleaning windows.
 - Projects cannot be installed within the right-of-way without written permission by the Director of Public Works.
 - Solutions to problems caused by changes or additions to the site made by the homeowner association or homeowner such as:
 - Adding impervious area
 - Modifications to site grading
 - Funds cannot be used for the relocation or repair of underground utilities or personal property including but not limited to:
 - Public utilities
 - Irrigation systems
 - Lighting
 - Pools
 - Patios
 - Sheds
- **Project requirements**
 - No invasive plant species – native plant species are preferred.
 - Proposed work cannot increase runoff to neighboring sites.
 - Reasonable erosion control should be temporarily installed onsite during the construction phase.
 - Before work begins, a Missouri 811 utility locate must be completed.
 - For work being done by a contractor, multiple bids (three) are preferred.
 - Requiring multiple bids may be difficult because many contractors are charging for estimates.
 - If multiple bids are not provided, the application would need to explain why multiple bids were not included in the application.
 - For smaller projects, the homeowner can perform the work.
 - City will reimburse materials and equipment rental costs if paid receipts are provided.
 - Cost estimates will be required as part of the application and approval process.
 - **Stacking funding will be allowed**

- If a site has been awarded funding from another source such as the Deer Creek Watershed Alliance Rainscaping Cost-Share Program or MSD's Rainscaping Small Grants Program, the site also will be eligible to receive funding from the Creve Coeur Stormwater Management Cost-Share Program.
- **Responsibilities**
 - The homeowner association or homeowner is responsible for maintaining and keeping the installed BMPs in good working condition. The City is not responsible for any future maintenance of projects funded by this program.
 - The City is not responsible for damage to any underground utilities during construction. It is the HOA or homeowner's responsibility to call for a utility locate before work begins.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, ~~TO ESTABLISH AND ADOPT A~~ AMEND THE POLICIES FOR THE STORMWATER MANAGEMENT COST-SHARE PROGRAM FOR THE CITY OF CREVE COEUR.

WHEREAS, a Stormwater Management Cost-Share Program will help homeowner associations and individual homeowners ~~solve~~ address stormwater issues that are unlikely to be addressed by a City-funded project or receive funding from existing programs.

WHEREAS, improving stormwater management across the City will help improve public safety, reduce flood risks, safeguard streams and creeks, and protect the City's investment in stormwater projects.

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

Section 1: The attached ~~amended~~ "City of Creve Coeur Policy for the Stormwater Management Cost-Share Program is adopted as official policy of the City of Creve Coeur and is hereby incorporated as part of this resolution.

Section 2: This resolution shall take effect immediately upon its adoption.

Adopted this 28th day of July, 2025.

Dr. Robert Hoffman
Mayor

Attest:

Kellie Henke
City Clerk

Policy for the City of Creve Coeur Stormwater Management Cost-Share Program

Revised July 28, 2025

- ~~• The first year of the program will be a pilot phase. After the first year, processes and procedures may be modified after reviewing lessons learned and outcomes from the first round of projects.~~
- The Stormwater Management Cost-Share Program will have two categories:
 - Homeowner Associations (HOA)
 - Individual Homeowners
- For the purposes of this program, the definition of a HOA is expanded with: In subdivisions without a formal HOA, three homeowners or more working together to address a common stormwater issue under a signed agreement.
- The total **yearly** cost of the program ~~in the pilot phase~~ will be up to \$60,000. ~~The Stormwater Committee may recommend and the City Council may choose to modify the total program amount and amounts allocated to each program category.~~
 - Homeowner Associations
 - The Homeowner Association category will have a budget of \$40,000.
 - ~~▪ The pilot phase will fund up to two (2) projects.~~
 - Each awarded project will be eligible for up to a \$20,000 reimbursement.
 - Individual Homeowners
 - The Individual Homeowner category will have a budget of \$20,000.
 - ~~▪ The pilot phase will fund up to four (4) projects.~~
 - Each awarded project will be eligible for up to a \$5,000 reimbursement.
 - The program seeks to fund up to two HOA projects and four Individual Homeowner Projects per round. The Stormwater Committee and City Council may choose to fund more or fewer projects per round.
- ~~• The pilot phase of the project will have a more limited focus to keep the program more manageable during the first year. The types of projects and activities that will be funded in the pilot phase will be:~~

The following lists the types of stormwater management improvements that the program seeks to address:

- The ~~Homeowner Associations~~ **HOA** category's focus is **primarily on** maintenance of existing stormwater basins including:
 - Activities that restore basin detention capacity such as:
 - Dredging.

- Removing debris and overgrown vegetation.
 - Activities that restore performance such as:
 - Removing blockage from low-flow structures.
 - Cleaning outflow pipes.
 - Replacing failing outfall pipes.
 - Grading and other natural improvements (such as vegetative swales) to drainage that reduces risks.
- ~~The Individual Homeowners category focus is on~~ The program also seeks to support the installation and maintenance ~~activities and installing of:~~
 - Grading or other improvements to drainage.
 - ~~Installing and maintaining~~ Raingardens, bioswales, vegetative swales, and other vegetated stormwater management installations ~~best management practices.~~
 - Addressing erosion issues.
 - ~~Installation and maintenance of raingardens.~~
 - ~~Installation and maintenance of bioswales.~~
 - ~~Installations of~~ Rain harvesting installations such as a cisterns and rainwater pillows.
 - Porous pavers with underground detention.
 - ~~Installation and maintenance of vegetative swales.~~
 - ~~Installation of~~ Modified French drains (the system must include detention).
 - Livestakes.
- An acceptable stormwater management installations are defined by the most current *Metropolitan St. Louis Sewer District Rules and Regulations and Engineering Design Requirements for Sanitary Sewer and Stormwater Drainage Facilities*.
- **Reimbursement** – After installation is complete, Homeowner Associations and Individual Homeowners ~~will be~~ can be reimbursed 50% of total cost ~~shown on the application~~ (materials and labor) up to the maximum limits for each program category. ~~Reimbursement for projects will also be limited to the amount approved by City Council.~~

Funds will be released only if:

 - City staff is notified when work begins.
 - City staff is given access to the site during work for inspection.
 - City staff is given access to the site after construction for final inspection.
 - The project is completed as described in the application.
 - If significant changes are going to be made to the approved plan, the changes need to be approved by City staff and the Stormwater Committee.
 - ~~For Homeowner Associations,~~ Work must be substantially completed ~~within one year of notification of award by June 30th of the calendar year following City Council approval.~~

- ~~For Individual Homeowners, work must be substantially completed by December 1st of the year in notification of award.~~
- Proof of payment (paid receipts or paid invoices) is given to the City by June 30th of the calendar year following City Council approval.
- Pre- and post-construction photos are given to the City.
- Any necessary permits ~~were~~ are obtained and final inspection is completed.

- **Project requirements**

- The project must provide stormwater mitigation or management (detention, retention, or attenuation).
- No invasive plant species – native plant species are preferred.
- Proposed work cannot increase runoff to neighboring sites.
- The property owner must apply to the program – not the vendor or contractor.
- Ninety days (90) after notification that the project was approved, a written status update must be submitted to the City. The update will include a list of all activities (design and construction) that have been done to-date and a list of future project milestones with estimated dates of completion.
- Funding from the City will be made directly to the homeowner or homeowner association – not to contractors or vendors.
- Before work begins, a Missouri 811 utility locate must be completed.
- Existing trees should not be removed for installation, and existing trees should be protected during construction.
 - If a plan shows existing trees will be removed during installation, the application should explain why the trees need to be removed to solve the stormwater issue.
 - The plan should also indicate if replacement trees will be planted and where on the site the trees will be planted.
- For work being done by a contractor, multiple bids (three) are preferred.
 - Requiring multiple bids may be difficult because many contractors charge fees for estimates.
 - If multiple bids are not provided, the application ~~would~~ needs to explain why multiple bids are not included in the application.
 - The City will not reimburse for the cost of estimates.
- For smaller projects, the homeowner can perform the work.
 - City will reimburse materials and equipment rental costs if paid receipts are provided.
 - Cost estimates will be required as part of the application and approval process.

- **Applications**

- Applications will be available on the City's website.

- Applications will include information and answer questions such as (but not limited to):
 - Description of the stormwater issue.
 - Description of the proposed **solution stormwater management improvement**.
 - Contact information.
 - What efforts, if any, has the homeowner or homeowner association made in the past to solve the stormwater problem?
 - Has anything changed on the site or near the site that may have caused or exacerbated the stormwater problem?
 - Site description and layout showing existing structures and site features including creeks and streams.
 - Location of laterals **and sump pump outlet pipes**.
 - Simple project plans.
 - Will neighboring sites or public infrastructure benefit from this project?
- **Project selection process**
 - After the submissions deadline, City staff will review applications for completeness.
 - ~~○ City staff along with a sub-committee of Stormwater Committee members will review and score applications.~~
 - ~~○ The Stormwater Committee will review the applications and make recommendations to the City Council.~~
 - ~~○ Scored applications will then be presented to the full Stormwater Committee, and the full Stormwater Committee will vote on which projects will be recommended to be awarded funding.~~
 - The Stormwater Committee's recommended projects will be presented to the City Council for approval.
 - Applicants will be notified **at the end of March after City Council approval. if they were awarded funds.**
 - Applicants not awarded funds will be encouraged to reapply **next year during a future round of funding** and given suggestions for improving the plan.
- ~~Scoring of applications~~ The program seeks to fund:
 - ~~○ 3 Higher scores for Individual Homeowners will be given for:~~
 - Infiltration-based **solutions** installations.
 - Vegetative **stormwater management** installations such as **raingardens** and **bioswales**. **BMPs**.
 - Solutions that also benefit neighboring sites and/or public infrastructure.
 - **BMPs Stormwater management installations** that improve water quality.

- ~~Higher scores for~~ For HOA applications, consideration is given to:
 - If the Homeowner Association has been actively maintaining the stormwater basin or other stormwater management installations.
 - If the application demonstrates that the stormwater basin receives and manages flows from outside the subdivision.
 - If the basin was installed before MSD regulatory requirements.
- **Program-wide exclusions** – Projects or activities that will not be funded in either category:
 - **Projects that increase runoff to a neighboring site.**
 - If the location of the work will be within a Federal Emergency Management Agency (FEMA) Special Flood Hazard Area, which are areas that will be inundated by flood events having a one-percent annual chance of being equaled or exceeded in any given year (100-year flood).
 - Projects located on commercial properties.
 - Work that is part of new construction or redevelopment.
 - Detention required by regulations including the City of Creve Coeur, St. Louis Metropolitan Sewer District (MSD), or Missouri Department of Natural Resources (MoDNR).
 - Stormwater management solutions that involve pumps.
 - Issues caused by the homeowner's lack of regular maintenance or reasonable prevention will not be funded.
 - If a site has already been awarded Stormwater Management Cost-Share funds to solve a problem, the site is not eligible for additional funds in a future year to solve the same issue. **The Stormwater Committee may choose to make an exemption and approves back-to-back applications based on factors such as but not including:**
 - **An increase in detention, retention, or attenuation.**
 - **The discovery of unforeseen issues or unknown site conditions.**
 - **Adding features or capacity that could offer a greater benefit to neighboring sites or public infrastructure.**
 - Compensation for the homeowner's or homeowner association representative's time and effort to prepare and submit the Stormwater Management Cost-Share Program application.
 - Compensation to the site owner for any lost wages or income due to the absence of work or time needed for the completion of the project or submittal and reimbursement requirements.
 - Additional landscaping that is not central to the stormwater mitigation or management that will solve the stormwater issue.
 - Post-construction site clean-up costs such as power washing the home, car washing, or cleaning windows.
 - Projects cannot be installed within the right-of-way without written permission by the Director of Public Works.

- Solutions to problems caused by changes or additions to the site made by the homeowner association or homeowner such as:
 - Adding impervious area
 - Modifications to site grading
- Funds cannot be used for the relocation or repair of underground utilities or personal property including but not limited to:
 - Public utilities
 - Irrigation systems
 - Lighting
 - Pools
 - Patios
 - Sheds
- **Project requirements**
 - No invasive plant species – native plant species are preferred.
 - Proposed work cannot increase runoff to neighboring sites.
 - Reasonable erosion control should be temporarily installed onsite during the construction phase.
 - Before work begins, a Missouri 811 utility locate must be completed.
 - For work being done by a contractor, multiple bids (three) are preferred.
 - Requiring multiple bids may be difficult because many contractors are charging for estimates.
 - If multiple bids are not provided, the application would need to explain why multiple bids were not included in the application.
 - For smaller projects, the homeowner can perform the work.
 - City will reimburse materials and equipment rental costs if paid receipts are provided.
 - Cost estimates will be required as part of the application and approval process.
- **Stacking funding will be allowed**
 - If a site has been awarded funding from another source such as the Deer Creek Watershed Alliance Rainscaping Cost-Share Program or MSD's Rainscaping Small Grants Program, the site also will be eligible to receive funding from the Creve Coeur Stormwater Management Cost-Share Program.
- **Responsibilities**
 - The homeowner association or homeowner is responsible for maintaining and keeping the installed BMPs in good working condition. The City is not responsible for any future maintenance of projects funded by this program.

- The City is not responsible for damage to any underground utilities during construction. It is the HOA or homeowner's responsibility to call for a utility locate before work begins.
- ~~○ If the estimated costs of the project changes between the time of award and before construction begins, then a change order will need to be submitted to the City and approved by the Public Works Director.~~
- ~~○ If the cost of the project exceeds estimates, the City will pay 50% of the cost only up to the upper limits of either \$20,000 total for a project cost up to \$40,000 for homeowner associations or \$4,000 total for a project cost up to \$8,000 for an individual homeowner.~~



MEMORANDUM

Date: July 22, 2025
To: Mark Perkins, City Administrator
From: Steven Berecz, P.E., Interim Director of Public Works
Subject: Olive Blvd. Median Renovations – Woodcrest Executive Dr. to Mason Road

Staff Recommendation

Staff is requesting that the City Council authorize the execution of a contract with TRC Outdoor for the Olive Blvd. Median renovations for the not-to-exceed contract sum of \$47,777.77.

Project Funding

The project is included in the CIP for FY2026 in the Capital Fund. \$92,000 was budgeted in account 02-61-71-9510, streets and sidewalks. Staff recommend that \$5,000 in contingency funds be authorized for unforeseen conditions such as irrigation repairs, removal of additional items not originally contemplated during the design, possible poor soil conditions and other possible miscellaneous items.

Background

This project was released for public bid on July 1st, with the bids being posted on the City's website and Drexel Technologies. Two bids were received at 10:00am on July 22nd at the Government Center. The two lump sum bids received were:

- TRC Outdoor \$47,777.77
- Midwest Turf Contractors, Inc. \$83,400.00

Work scope for this project is generally:

- All center /median islands where landscaping exists, on Olive Blvd. west of I-270, from Woodcrest Executive Drive to Mason Road all mulch and plant material (excluding trees) will be removed and be replaced with fescue sod.
- The narrow end caps of most islands (if not already converted to rock) will be rocked by the City of Creve a minimum length of 15 feet from the end. (the existing ones will remain as is)
- Irrigation system will remain as currently.
- Work will generally be performed between 9am and 3pm.

Schedule/Timeline

- The majority of the work is anticipated to occur between September 15th to October 21, 2025, with the project completion date being October 21st.

Attachments

- Exhibit A: City – Contractor Agreement

RESOLUTION NO. 1817

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AUTHORIZING THE EXECUTION OF A CONTRACT WITH TRC OUTDOOR FOR THE OLIVE BLVD. MEDIAN RENOVATIONS FOR THE NOT-TO-EXCEED CONTRACT SUM OF \$52,777.77.

WHEREAS, the City strives to maintain the center medians in a safe and attractive state; and

WHEREAS, the renovation will include complete removal of existing vegetation and replacement with sod; and

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

WHEREAS, TRC Outdoor has provided the lowest and most responsible bid for the project.

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

Section 1. The Contract between **TRC Outdoor** and the City, attached hereto as “Exhibit A,” with a **not-to-exceed contract sum of \$52,777.77 (including \$5000 in contingency funds)**, is hereby approved, and the City Administrator is hereby authorized and directed to enter into and execute that Contract. The Contract as executed shall be substantially in the form of “Exhibit A,” with such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Resolution. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient, or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the Contract.

Section 2. This Resolution shall become effective upon its passage.

ADOPTED THIS 28TH DAY OF JULY, 2025.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE, MRCC
CITY CLERK

EXHIBIT A



CITY-CONTRACTOR AGREEMENT

This is an Agreement made and entered into the ____ day of _____, 2025, by and between the City of Creve Coeur, Missouri (hereinafter called the "City") and, TRC Outdoor, with offices at 993 Gravois Road, St. Louis, MO 63026 (hereinafter called the "Contractor"). The project is identified as the **2025 Olive Blvd. Median Renovations** (hereinafter called the "Work" or the "Project").

WITNESSETH:

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

ARTICLE I

The Contract Documents

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

- 1) This City-Contractor Agreement
- 2) General Conditions of City-Contractor Agreement (excluding prevailing wage)
- 3) Job Special Provisions
- 4) Technical Specifications
- 5) Non-Collusion Affidavit
- 6) Contractor's Affidavit for Public Construction Projects
- 7) Performance Payment Bond
- 8) Construction Schedule
- 9) All Addenda to the Bid Documents and all Modifications issued after execution of this Contract
- 10) The Saint Louis County Standard Specifications for Road and Bridge Construction, dated March 15, 2022, referred to herein as the "Standard Specifications" and applicable to the Work of this Contract by reference;
- 11) The St. Louis County Standard Drawings, dated April 29, 2020. These drawings shall be included in the reference to the "Standard Drawings" herein.

- 12) The latest version of the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)

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

ARTICLE II

Scope of Work

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

ARTICLE III

Time of Completion

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

The Work to be performed under the Contract shall commence on or after **September 15, 2025**.

The Work shall be completed **on or before October 21, 2025**.

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

ARTICLE IV
The Contract Sum and Payments

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

The Contract Sum for this Work shall be Forty-seven thousand seven hundred seventy-seven Dollars and seventy-seven Cents (\$47,777.77). The Contract unit prices and Contract item quantities are listed in Table 1 of this Agreement. These unit prices and item quantities form the basis of the not-to-exceed Contract Sum, as described above and as illustrated in Table 1 of this Agreement. All payments for the Work shall be based upon the Contract unit costs listed in Table 1.

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

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

ARTICLE V
Performance of the Work

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

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

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

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

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

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

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

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

ARTICLE VI

Delays Beyond Contractor's Control

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

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

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

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

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

ARTICLE VII

Changes in the Work

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

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

ARTICLE VIII

Termination of the City-Contractor Agreement

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

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

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

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

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

ARTICLE IX

Contractor's Liability Insurance

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

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

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

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

Property Damage:	\$1,000,000 each accident
(d) Owner's Protective Bodily Injury	
Including Death:	\$1,000,000 each person
	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence
	\$1,000,000 aggregate

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

ARTICLE X

Equal Opportunity and Non-Discrimination

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

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

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

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

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

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

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

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

ARTICLE XI

Conflicts of Interest

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

ARTICLE XII

The Work

The Contractor shall furnish all labor, materials, and equipment necessary to complete all services included in the Work. The scope of Work generally includes renovation of all medians from Woodcrest Executive Drive to Mason Road including removal of mulch and planting material and replacement with sod in the City of Creve Coeur, Missouri. This work is more specifically described in the Technical Specifications.

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

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

TRC Outdoor
Contractor's Name

7-19-25
Date

300 North New
Ballas Road
Creve Coeur, MO
63141
314-872-2533

Item No.	Quantity	Item with Unit bid price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
1	1	Median Renovations at <u>forty seven thousand seven hundred seventy seven</u> Per Lump Sum				

seven
dollars
seventy seven cents

Total Lump Sum Bid:

<u>47,777</u>	<u>77</u>
Dollars	Cents

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

CITY OF CREVE COEUR

By _____
Mark C. Perkins, City Administrator

(SEAL)

By _____
James H. Heines, Director of Public Works

Attest: _____
City Clerk

Date: _____

TRC OUTDOOR

By _____
Signature

Printed Name

(SEAL)

Title

Attest: _____

Date: _____



MEMORANDUM

DATE: July 23, 2025

TO: Mark Perkins, City Administrator
Sharon Stott, Acting City Administrator

FROM: Tom Delia, Project Manager Engineer

CC: Steve Berecz, Asst. Director of Public Works / City Engineer
Dione Garison, Acting City Engineer

SUBJECT: Recommendation for Change Order #3 for Venable Park Renovation.

RECOMMENDATION:

Public Works Staff is recommending the following change order as it represent opportunities to correct structures as required by MSD, improvements required by the Americans with Disability Act (ADA), and added electrical allowance for the new pavilion and memorial to Doctor Venable. Staff recommends that the City Council approve change order #3 in the amount of \$19,560.00 and also authorize the Acting City Administrator to approve up to an additional \$40,000.00 of future change orders for this project.

PROJECT FUNDING:

The original bid was approved by City Council in resolution #1792 for the amount of \$2,315,736.00. A total of two (2) change orders have been approved by the City Administrator to date, which amounted to additional cost of \$40,153.00 to the project. Resulting in an authorized project amount to date of \$2,355,889.00

Change Order #3 Summary:

Electrical Allowance increase	\$ 9,680.00
Storm Water Structure Change	\$ 3,630.00
Handrail Modification for Ramp	\$ 4,200.00
Bio Basin Outflow Modification	<u>\$ 2,050.00</u>
	\$19,560.00

The total of change orders #1 to #3 is \$59,713.00, which is approximately a 2.6% increase over the awarded construction contract. Staff recommends that the Acting City Administrator be authorized to approve up to an additional amount of \$40,000 for future unanticipated change orders on this project, due to the project's complexity. If this amount is approved by the City Council, the total maximum amount of change orders on this project would then be \$99,713.00, which is approximately a 4.3% increase over the original contract awarded amount.

BACKGROUND INFORMATION:

Public Works staff is currently working a construction project with Ideal Landscape Construction at Venable Park which includes the demolition and rebuilding of the existing pavilion and walking paths, along with a new small child playground and memorial to Dr. Venable. Further work is being done to install new storm and bioretention areas. In the process of this construction work several items are apparent that need to be added to the project that were not part of the original bid approved by City Council. The change orders approved to date are:

- Change Order #1: Changing the HDPE pipe in the stormwater plan to Sanitite dual wall pipe, changing three (3) flared end sections from metal to concrete, and changing 2 nyloplast structures to precast concrete structure. All due in part to MSD review and comment. Total cost of \$14,910.00
- Change Order #2: Design changes for replacement of existing 12" metal pipe and cracked manhole structure that did not pass MSD field inspection and was beyond economical repair. Total cost of \$25,243.00

Following are requested items for Change Order #3:

- Electric Allowance – An allowance of \$20,000 was allocated in the base bid for the material and labor to complete the electrical work, which included an electrical underground vault, electrical wiring, conduit, GFCI breakers, conduit wall penetration, new breakers, drivers, and luminaries within the art piece foundation as located with connection between the restroom and new memorial. As well as, for electrical underground vault, electrical wiring, conduit, GFCI breakers, new breakers, and outlets for the new pavilion. The contractor solicited quotes for the work and received only 2 (two) bids. Both were above the allowance of \$20,000.00.

- Schaeffer Electric bid \$23,970.00 which did not include trenching or backfilling (see attached bid)
- Reinhold bid \$21,800.00 which did not include trenching or backfilling (see attached bid)

Reinhold electrical bid	\$21,800.00
Ideal subcontractor mark up	\$ 2,180.00
Ideal portion of work	\$ 5,700.00
<u>Deduct Allowance</u>	<u>(\$20,000.00)</u>
Total Cost:	\$ 9,680.00

- Storm Water Structure Change (Structure #27) – A manhole structure, which connects the existing storm water piping to the new storm water piping system, needs to be changed to accommodate a discrepancy in construction plans estimated depth to the actual depth of the existing pipe. The change will involve the utilization of the pre-cast concrete structures bottom section (already purchased for the job and on site). However, the coned top portion of the

structure (already purchased and on site) would be replaced with a flat 48" circular manhole base and concrete ring. This change would bring down the height of the manhole to grade level and is acceptable to MSD field inspector. Cost includes material and labor (see attached quote from Ideal Landscape Construction). Total Cost: \$3,630.00

- Handrail Modification for Ramp - The handrailing system for the ADA ramp must provide edge protection to those who use the ramp with disabilities. No details were provided for the ramp at the time of bidding, and Ideal's bid was based on the stair detail provided on the construction plans. Upon review by Creve Coeur Plan Reviewer, this missing detail was found, and the contractor was informed that an additional third rail would be needed on the handrailing sections for the ramp to make it ADA compliant. (see attached quote from Ideal Landscape Construction). Total Cost: \$4,200.00
- Bio Basin Outflow Modification (Structures #24 & 26) – Structures in each of the bioretention basins were built with the 4" drain installed at the same level as the outflow pipe to the creek. Per MSD inspector, the 4" drain needs to be perched above the outflow pipe per MSD regulations. Cost includes material and labor (see attached quote from Ideal Landscape Construction). Total Cost: \$2,050.00

PROJECT SCHEDULE:

The original schedule had October 15, 2025, as the completion date for this project. Due to MSD delays, this project did not start on time and in the first change order Ideal Landscape Construction requested and was granted a three (3) week time extension. Additionally, with the above unforeseen change order, Ideal Landscape Construction has requested a five (5) day time extension. The revised completion date for this project is November 12, 2025.

ATTACHMENTS: Exhibit A: Ideal Landscaping – change order #3



BETTER. FROM THE GROUND UP.

City of Creve Coeur
300 N. New Ballas Rd
St. Louis, MO 63129

Project: Venable Park Improvements
RE: Misc. Changes

Change Order No. 3 – Breakdown

Revisions to the Contract for Venable Park Improvements between Ideal Landscape Construction, Inc. and the City of Creve Coeur are requested as follows.

Change Order Items Include:

- **Modify Manhole Structure No. 27** – Required field modifications due to grade discrepancies, including installation of a flat top lid.
 - Material.....\$290.00
 - Equipment.....\$1,072.00
 - Laborer and Operator Cost.....\$2,268.00

Total Cost: \$3,630.00

- **Modify Overflow Structures #24 and #26** – Inflow pipe elevations were not specified in the plans, resulting in the structures being constructed with flat pipe flow lines. MSD intended for the pipes to be perched, so Ideal installed inserta-tees and perched the pipes at both structures.
 - Material.....\$420.00
 - Equipment.....\$540.00
 - Laborer and Operator Labor.....\$1,090.00
 - Requesting 2-day time extension for this change
 - Ideal also requests a 3-day time extension for Change Order No. 2 changes. This was missed at that time.

Total Cost: \$2,050.00

- **Handrail Changes** - Add 3rd Handrail to the Pipe Rail on the Ramp and Stairs – No detail was provided for the handrail at the time of bidding, and Ideal assumed it was a 2 rail.

The 3rd rail was requested at the time of the Building Permit review.

- Empire Fence – Quote Attached.....\$3,818.00
- Ideal 10% Subcontractor Markup (Rounded).....\$382.00

Total Cost: \$4,200.00

- **Electrical Scope Allowance** – Allowance increase for electrical scope of work. Ideal received two electrical quotes, both exceeding \$20,000.00 allowance.

- Reinhold Electric –
 - S01 Fixtures.....\$5,300.00
 - S02 Fixtures.....\$2,721.00
 - Install Pavilion Conduit and Outlets.....\$4,439.00
 - Install Light Fixtures.....\$3,840.00
 - Set Quazite Box for Transformers.....\$1,500.00
 - Run Lighting Control Conduit to Sculpture.....\$4,000.00
- Ideal Subcontractor Mark Up (10%).....\$2,180.00
- Ideal's Portion:
 - Equipment.....\$2,010.00
 - Laborer and Operator Labor Cost.....\$3,690.00
- Deduct Allowance.....(\$20,000.00)

Total Cost: \$9,680.00

Total Change Order Cost.....\$19,560.00

Sincerely,

Dave Buckel, President
Ideal Landscape Construction, Inc.
6252 Olsen Rd
St. Louis, MO 63129



4001 Taft Ave. St. Louis, MO 63116
P. 314-638-7600 F. 314-638-7634

Customer: Ideal Landscap	Proposal Date: 7/18/2025
Email:	Expiration Date: 8/17/2025
Phone:	
Job Name: Venable Park	Job #:
Job Address: Creve Coeur, Mo	Quote Salesperson: Adam Hilkenkamp

We Propose to Furnish and Install:

Base Bid #1

* Add a 3rd rail to the pipe rail on the ramp and stairs.

Base Bid #1 Price:\$3,818

CLARIFICATIONS

*** Non Union/Non Prevailing Wage Project**

We exclude design calculations and sealed shop drawings.

Price does not include any permits, licensing, bonding, grading, grubbing or grounding.

Empire Fence is not responsible for any private utilities.

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will become an extra charge over the above estimate. All agreements contingent upon strikes, accidents, or delays are beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned. One year guarantee on installation.

Authorized Signature_____

Date:_____

Signature_____

Date:_____



2511 Lemay Ferry Rd Phone (314) 631-1158
Saint Louis, Missouri 63125 Fax (314) 631-6750

Proposal

Date: 7-23-25

Estimator: Kris Schmittgens

Quote No.:

Bill To:

Ideal Landscape

Job Name / Location:

Venable Park

Attn:

Email:

REINHOLD ELECTRIC TO PROVIDE LABOR AND MATERIAL AS FOLLOWS:

☐ S01 Fixtures.....\$5,300.00
☐ S02 Fixtures.....\$2,721.00
☐ Install Pavilion Conduit and Outlets.....\$4,439.00
☐ Install Light Fixtures.....\$3,840.00
☐ Set Quazite Box for Transformers.....\$1,500.00
☐ Run Lighting Control Conduit to Sculpture.....\$4,000.00

Total Quote shall be: \$ 21,800.00

We Propose hereby to furnish material and labor-complete in accordance with the above specifications for the sum of \$

Payment to be made as follows: Net 30

All sums not paid when due shall bear interest at the rate of 1-1/2% per month from due date until paid. All costs of collection, including reasonable attorneys' fees, fees of expert witnesses, deposition costs, and all other court costs, shall be paid by Customer.

This proposal may be withdrawn if not accepted within 30 days. Reinhold Electric is not responsible for any utility company charges. All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practice. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Market Conditions

Reinhold Electric's bid price is based on current market conditions. In the event Reinhold Electric is awarded the contract and there is a delay or significant price increase for material, equipment, or energy occurring after submission of this bid and before installation through no fault of Reinhold Electric or our Subcontractors, the bid price and contract sum, time of completion and contract requirements shall be equitably adjusted to reflect the price increase or delay. A change in price of an item of material, equipment, or energy shall be considered significant when the price of an item increases 3% or more between the date of this bid and the date of installation. If Subcontractor/Supplier makes a request for an equitable adjustment to the contract price based on an increase in price, Subcontractor/Supplier shall be required at that time to disclose its original price that has increased.

REINHOLD SIGNATURE: Kris Schmittgens

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

CUSTOMER SIGNATURE: _____



Schaeffer Electric Company, Inc.

Electrical Contracting Engineers
www.schaefferelectric.com

4667 Green Park Rd. • St. Louis, Missouri 63123 • (314) 892-7800 • Fax (314) 892-3320

April 15, 2025

Ideal Landscape Group
6252 Olsen Road
St. Louis, MO 63129

Attn: Madelyn Hagar
Re: Venable Park

Dear Madelyn,

We are pleased to submit this proposal for consideration. We will provide the necessary labor and materials for the installation of electric as described below for the sum of **Twenty Three Thousand Nine Hundred Seventy Dollars \$23,970.00.**

We have included the following:

- a. Circuiting from panel in existing restroom building.
- b. Photocell operation of lights. Photocell mounted at restroom building.
- c. Quazite box approximately 50' from restroom building. Drivers will be housed in Quazite box.
- d. Schedule 40 PVC conduit for all 120- volt underground wiring.
- e. Light fixtures as specified.
- f. Standard one year warranty for all material and labor we provide.
- g. Electrical permit.
- h. Normal working hours only.

We have not included the following:

- a. Any work at pavilion. Allowance by General Contractor is set to cover all costs associated with the pavilion electrical work.
- b. Any trenching or backfilling. Ideal Landscape to open all trenches for Quazite box and conduit install.
- c. Concrete bases/ collars for any light fixtures.
- d. Locating private utilities.
- e. Site restoration including seed, straw or sod.
- f. Sales tax.
- g. Schedule impacts due to equipment and supplier delays.
- h. Repairs to any mismarked or unmarked utilities.
- i. Overtime/shift work.

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- j. Temporary power for trailers, lights or receptacles.
- k. Sales tax.

We trust this will meet with your acceptance and approval. Should you have any questions or comments do not hesitate to call.

Respectfully submitted,

Paul Krobath

Paul Krobath

Project Manager/ Estimator

RESOLUTION NO. 1818

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE EXECUTION OF A CHANGE ORDER WITH IDEAL LANDSCAPE CONSTRUCTION, INC. FOR THE VENABLE PARK IMPROVEMENT PROJECT FOR \$19,560 PLUS AUTHORIZATION FOR THE CITY ADMINISTRATOR TO APPROVE UP TO AN ADDITIONAL \$40,000.00 OF FUTURE CHANGE ORDERS ON THE PROJECT.

WHEREAS, the City strives to maintain quality of life amenities that make Creve Coeur a desirable destination for new residents and businesses;

WHEREAS, Venable Park has important City assets that help make Creve Coeur an exceptional place to live and work;

WHEREAS, it is necessary to address electrical service allocation amount for lighting and electrical needs at the memorial and pavilion, change a precast storm manhole structure due to shallow existing structures, adjustments to the bioretention inlet structures within the park, and ramp hand railing modification for ADA compliance;

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

WHEREAS, Ideal Landscape Construction, Inc. has provided a fair and reasonable bid for material and labor costs related to all the items included in the change order; and

WHEREAS, previously approved change orders total \$40,153, requiring approval of this change order; and

WHEREAS, additional change order authorization for contingency should expedite project completion;

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

Section 1. A Change Order between **Ideal Landscape Construction, Inc.** and the City, attached hereto as "Exhibit A," in the **amount of \$19,560 (for total change orders of \$59,713)** plus authorization for the City Administrator to approve up to an additional **\$40,000.00 of future change orders on the project**, is hereby approved and the City Administrator is hereby authorized and directed to enter into and execute that Change Order. The Change Order as executed shall be substantially in the form of "Exhibit A," with such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Resolution. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient, or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the Contract.

ADOPTED THIS 28TH DAY OF JULY, 2025.

DR. ROBERT HOFFMAN, MAYOR

RESOLUTION NO. 1818

ATTEST:

KELLIE HENKE, MRCC, CITY CLERK

CITY OF CREVE COEUR



MEMORANDUM

Date: July 21, 2025

To: Mark Perkins, City Administrator

From: Jason Valvero, Director of Recreation

CC:

Subject: Dielmann Recreation Complex Renovation Project – Municipal Park Grant Application

Recommendation

Staff recommends moving forward with the renovation project of the concession and pro shop areas at the Dielmann Recreation Complex and requests that the City Council pass a resolution to commit to the project and the grant, as is required for the grant application. The application will be for \$525,000.

Funding

Funds have been allocated in the Capital Improvement Program in FY26 for design in the amount of \$75,000 and in FY27 for construction in the amount of \$600,000.

Municipal Park Grant Background

The Municipal Park Grant originated in 2000 and is funded through sales tax in St. Louis County. This grant program reimburses cities in St. Louis County for improvements to public facilities and parks. To date, the City of Creve Coeur has been awarded 12 grants, with a total grant award of just over \$3.7 million. Among the improvements that these funds have made possible are new playgrounds, refurbished tennis courts, new golf cart paths and irrigation system for the Creve Coeur Golf Course, walking paths in multiple parks and for the Ice Rink refrigeration switchover project.

The City is eligible for \$525,000 in grant funding in FY26. The City's grant match needs to be at least 5%, but will be funding \$75,000 of the total project cost of \$600,000. The Municipal Park Grant program is competitive and points are awarded to project applications based upon the merits of the project and the per-capita funding from past Municipal Park Grant awards. In order to receive a grant, the city needs to propose a worthy project and needs to seek funding on intervals that limit the grant requests. The city should not expect to receive a grant on an annual basis or for projects that do not demonstrate a significant need or improvement.

Project Proposal

The project will include complete renovation of the concession stand and the concession seating area and adding the pro shop into the Dielmann East meeting room.

Grant and Project Schedule

Grant applications are due by August 27, 2025 for work to be completed during the fall of 2026. Notification of grant awards is expected to be in November. Upon notification of award of the grant, staff will issue a Request for Qualifications (RFQ) to hire an architectural firm to develop the bid documents needed for construction as the first step. Staff estimates the following schedule for the project:

Late August 2025: Apply for Grant

Late November 2025: Grant Response

Late December 2025: Issue RFQ

Early 2026: Project will go out to bid

Mid-2026: Contract will be awarded

Post-July 1, 2026: Purchase Order (PO) will be issued

Fall 2026: Construction is expected to begin

Staff will be happy to answer any question the City Council may have.

RESOLUTION NO. 1819

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS FOR FORWARDING THE PROJECT PROPOSAL APPLICATION AND TO LATER EXECUTE AN AGREEMENT FOR A GRANT-IN-AID FROM THE MUNICIPAL PARK GRANT COMMISSION.

WHEREAS, the City of Creve Coeur City Council deems it necessary to improve its facilities to serve its citizens as well as those in the metropolitan area; and

WHEREAS, the city received a planning grant in 2024 from the Municipal Park Grant Commission to design the renovation of the current concession stand, concession seating area, pro shop area and Dielmann east meeting room for renovation at a future time; and

WHEREAS, staff discussed the project at the August 26, 2024 City Council meeting and held a public meeting on September 11, 2024 to gather initial feedback. Final design was reviewed by the Parks and Historic Preservation Committee on July 9, 2025 and the City Council on July 14, 2025 and both recommended moving forward with the renovation project; and

WHEREAS, the City Council recognizes this Municipal Park Grant as an excellent opportunity to improve the facilities of the Dielmann Recreation Complex for the benefit of the community; and

WHEREAS, the City Council is committed to the project and will allocate the necessary funds from the City's general fund.

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

1. An application shall be made to the Municipal Park Grant Commission of St. Louis County for a grant-in-aid for a portion of costs required to make improvements to the Dielmann Recreation Complex.
2. That the project proposal described herein be prepared and submitted to the Municipal Parks Grant Commission.
3. The City Administrator is hereby authorized to sign and execute the necessary documents for forwarding the project proposal application and later executing an agreement for a grant-in-aid under the Municipal Park Grant Commission.
4. If a grant is awarded, the City of Creve Coeur will enter into an agreement or contract with the Municipal Park Grant Commission regarding the grant.

ADOPTED THIS 28TH DAY OF JULY, 2025.

DR. ROBERT HOFFMAN, MAYOR

ATTEST:

KELLIE HENKE, MRCC, CITY CLERK

**MEMORANDUM**

Date: July 22, 2025
To: Mark Perkins, City Administrator
From: Jason Valvero, Director of Recreation
CC: Cory Gettemeier, Golf Course Superintendent
Subject: Electrical Work - Golf Course Irrigation Booster Station

Staff Recommendation

Staff is requesting City Council authorization to enter into a contract with Rolwes Electric for the installation of a new electric service for the new irrigation booster station, in the amount \$64,417, which includes \$5,000 in contingency funds.

Project Funding

Staff estimated the project cost at \$100,000, which is included in the \$1.2 million allocated for the irrigation replacement project in the Capital Improvement Program in FY 26. To prevent delays and ensure work can continue in the event of unforeseen conditions or miscellaneous needs, staff recommends authorizing \$5,000 in contingency funds. The city has been awarded a Municipal Park Grant in the amount of \$525,000 to offset a portion of the project cost.

Background

The current irrigation system that is slated to be replaced in late 2025 or early 2026 and the new service is required to power the new booster station.

Bid Submittals

Bids were publicly opened on July 17, 2025, with a total of two bids received:

Vendor	Bid Price
Rolwes Electric	\$59,417
Gerstner Electric, Inc.	\$150,000

Schedule/Timeline

If the resolution is approved, the project will be added to the vendors schedule for work to be completed before the irrigation project begins.

Reference Checks

Staff conducted the reference checks and all were very positive. The company's staff received high marks for the work performed and their communication.

Staff will be happy to answer any questions the City Council may have.

RESOLUTION NO. 1820

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE EXECUTION OF A CONTRACT WITH ROLWES ELETRIC FOR THE INSTALLATION OF NEW ELECTRIC SERIVCE FOR THE GOLF COURSE IRRIGATION SYSTEM BOOSTER STATION IN AN AMOUNT OF \$64,417.00.

WHEREAS, the City of Creve Coeur City Council deems it necessary to improve its facilities to serve its citizens as well as those in the metropolitan area; and

WHEREAS, the Golf Course irrigation system is in need of replacement due to the age of the system and the increased frequency of needed repairs; and

WHEREAS, the replacement system will operate more effectively and efficiently to provide a better golf environment for the customer;

WHEREAS, the project has been competitively bid as required by the City of Creve Coeur Code of Ordinances;

WHEREAS, the irrigation project cannot be installed unless the new power service is completed;

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

Section 1. The Agreement between Rolwes Electric and the City, attached hereto as "Exhibit A," with a not-to-exceed contract sum of \$64,417.00 (including \$5,000 in contingency funds), is hereby approved, and the City Administrator is hereby authorized and directed to enter into and execute that Agreement. The Agreement as executed shall be substantially in the form of "Exhibit A," with such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Resolution. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient, or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the Agreement.

Section 2. This Resolution shall become effective upon its passage.

ADOPTED THIS 28TH DAY OF JULY, 2025.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE, MRCC
CITY CLERK

EXHIBIT A



CITY-CONTRACTOR AGREEMENT

This is an Agreement made and entered into the ____ day of _____, 2025, by and between the City of Creve Coeur, Missouri (hereinafter called the "City") and **Rolwes Electric**, with offices at 1902 E. Service Rd Hwy 61 N, Wentzville MO 63385 (hereinafter called the "Contractor"). The project is identified as the **2025 Electric Service for Booster Station** (hereinafter called the "Work" or the "Project").

WITNESSETH:

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

ARTICLE I

The Contract Documents

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

- 1) This City-Contractor Agreement
- 2) General Conditions of City-Contractor Agreement
- 3) Job Special Provisions
- 4) Technical Specifications
- 5) Non-Collusion Affidavit
- 6) Contractor's Affidavit for Public Construction Projects
- 7) Performance Payment Bond
- 8) Construction Schedule
- 9) Missouri Annual Wage Order
- 10) All Addenda to the Bid Documents and all Modifications issued after execution of this Contract

- 11) The Saint Louis County Standard Specifications for Road and Bridge Construction, dated March 15, 2022, referred to herein as the “Standard Specifications” and applicable to the Work of this Contract by reference;
- ~~12) The St. Louis County Standard Drawings, dated April 29, 2020. These drawings shall be included in the reference to the “Standard Drawings” herein.~~
- 13) The latest version of the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)

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

ARTICLE II

Scope of Work

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

ARTICLE III

Time of Completion

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

The Work to be performed under the Contract shall commence on or after August 1, 2025. The Work shall be completed on or before December 15, 2025.

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

ARTICLE IV

The Contract Sum and Payments

The “Contract Sum” is hereby defined as the sum total of the products of the estimated quantity of each bid item in the Bid Proposal Form and the unit price bid by the Contractor in the Bid Proposal Form for that item, adjusted to account for any Modification(s), as defined in the General Conditions, made in compliance with Article VI of this Agreement and made prior to the

execution of this Agreement. Therefore, the Contract Sum represents a reasonable estimate of the anticipated final contract value at the time of the execution of this Agreement. Both the Contractor and the City acknowledge that the actual work may require different item quantities than those that were included in the Bid Proposal Form or a pre-construction Modification and that the completed and accepted item quantities will be reconciled against the estimated quantities through a final change order upon the completion of the Work.

The Contract Sum for this Work shall be Fifty-nine thousand four hundred seventeen Dollars and zero Cents (\$59,417.00). The Contract unit prices and Contract item quantities are listed in Table 1 of this Agreement. These unit prices and item quantities form the basis of the not-to-exceed Contract Sum, as described above and as illustrated in Table 1 of this Agreement. All payments for the Work shall be based upon the Contract unit costs listed in Table 1.

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

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

ARTICLE V

Performance of the Work

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

- (1) A Construction Schedule for the Work in bar-chart format, which shall indicate the target dates for starting and completing the various stages of the Work on a street-by-street basis, and which shall comply with the times set forth in Article III.
- ~~(2) A Traffic Control Plan indicating the location of all proposed signage, detours, and lane closures requested for the Work and which adequately address and maintain the pedestrian and vehicular traffic during the Work. All traffic control~~

~~shall be according to the standards of the Manual on Uniform Traffic Control Devices (MUTCD) developed by the Federal Highway Administration, as referenced in Article I of this Agreement.~~

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

(4) All required bonds.

(5) Any missing bid documents.

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

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

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

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

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

(e) After Commencement of the Work, and until final completion of the Work, the Contractor shall report to the City, at such intervals as the City may reasonably direct, the actual progress of the work compared to the Construction Schedule. If the Contractor falls behind the Construction Schedule for any reason, he shall promptly take, and cause his Subcontractors to take, such action as is necessary to remedy the delay, and shall submit promptly to the City for approval a supplementary schedule or progress chart demonstrating the manner in which the delay will be remedied; provided, however, that if the delay is excusable under Article VI hereof, the Contractor will not be required to take, or cause his Subcontractors to take, any action which

would increase the overall cost of the Work (whether through overtime premium pay or otherwise), unless the City shall have agreed in writing to reimburse the Contractor for such increase in cost. Any increase in cost incurred in remedying a delay which is not excusable under Article VI hereof shall be borne by the Contractor.

ARTICLE VI

Delays Beyond Contractor's Control

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

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

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

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

ARTICLE VII

Changes in the Work

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

General Conditions. Any claim for an increase in the Contract Sum resulting from any such change in the Work shall be made by the Contractor in accordance with the General Conditions.

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

ARTICLE VIII

Termination of the City-Contractor Agreement

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

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

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

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

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

ARTICLE IX

Contractor's Liability Insurance

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

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

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

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

(b) Comprehensive General Liability and Bodily Injury

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

(c) Comprehensive Automobile Liability, Bodily Injury

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

(d) Owner's Protective Bodily Injury

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

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

ARTICLE X

Equal Opportunity and Non-Discrimination

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

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

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

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

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

2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, ancestry, income, limited English proficiency, sex, gender, gender identity, sexual orientation, age, disability, or familial status in the selection, retention, and treatment of subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contractor covers a program set for in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under the contract and the Regulations relative to

nondiscrimination on the grounds of race, color, national origin, ancestry, income, limited English proficiency, sex, gender, gender identity, sexual orientation, age, disability, or familial status.

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

ARTICLE XI

Conflicts of Interest

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

ARTICLE XII

The Work

The Contractor shall furnish all labor, materials, and equipment necessary to complete all services included in the Work. The scope of Work generally includes installation of conduit and wiring to service a new booster pump and associated items at the Creve Coeur Golf Course. This work is more specifically described in the Technical Specifications.

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

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

Itemized Bid Form										
Project: 2025 Electric Service for Booster Station										
Location: Creve Coeur Golf Course in Creve Coeur, Missouri										
		Sealed Bids Publicly Opened and Read 10:00 am Thursday, July 17, 2025			Department of Public Works City of Creve Coeur, Missouri 300 North New Ballas Road Creve Coeur, MO 63141 314-872-2533					
		Rolwes Electric		07/17/2025						
		Contractor's Name		Date						
Item No.	Quantity	Item with Unit bid price Written in Words	Unit Price Dollars Cents		Amount Dollars Cents					
1	1	Electric Service for Booster Station - Complete at Fifty-nine thousand four hundred seventeen dollars Per Lump Sum	59,417	00	59,417	00				
Total Lump Sum Bid: <table border="1" style="float: right; border-collapse: collapse; width: 150px;"> <tr> <td style="padding: 10px; text-align: center;">59,417</td> <td style="padding: 10px; text-align: center;">00</td> </tr> <tr> <td style="padding: 5px; text-align: center; font-size: small;">Dollars</td> <td style="padding: 5px; text-align: center; font-size: small;">Cents</td> </tr> </table>							59,417	00	Dollars	Cents
59,417	00									
Dollars	Cents									

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

CITY OF CREVE COEUR

By _____
Mark C. Perkins, City Administrator

By _____
James H. Heines, Director of Public Works

(SEAL)

Attest: _____
City Clerk

Date: _____

CONTRACTOR

By _____
Signature

Printed Name

Title

(SEAL)

Attest: _____

Date: _____



MEMORANDUM

Date: July 23, 2025
To: Mark Perkins, City Administrator
From: Jason Valvero, Director of Recreation
CC:
Subject: Dielmann Recreation Complex Solar Panel System Recap

The city currently has a 25 kWdc (stands for kilowatt direct current, a unit of electric power) solar panel system at the Dielmann Recreation Complex (DRC). The system went live in September of 2014 and supplies about 15% of the energy to all of the DRC except the ice rink itself. The building is scheduled to have its roof replaced in late summer or early fall and staff is looking to the City Council for direction on what to do with the current system (remove and recycle or remove and sell) and consider installing a new larger solar panel system.

Current Solar System Connection

The solar panel system is a grid-connected system, meaning it does not use batteries to store the electricity it generates. Instead, the power produced by the solar panels is supplied directly to the building's electrical system, with any excess electricity sent back to the utility grid. When the system generates more energy than the facility consumes, such as during sunny daytime hours, the surplus is exported to the grid. Conversely, during times when the panels are not producing enough energy, such as at night or on overcast days, the building draws electricity from the grid as needed. This setup allows for continuous access to electricity without the need for onsite energy storage.

History of Electric Usage

The DRC is served by two separate electric meters: one dedicated to the ice rink and another servicing the remainder of the building. The existing 25 kWdc solar panel system is connected only to the meter that powers the non-ice rink portion of the facility. This portion of the building currently sources approximately 85% of its electricity from Ameren and 15% from the solar system. On average over the past five years, the ice rink has incurred an annual electric bill of approximately \$81,000, while the rest of the building averages about \$19,000 per year.

Expanding Solar Grid

Staff recently met with Veregy, a solar and energy solutions company, to explore the potential for expanding the solar capacity at the DRC. Veregy recommended the installation of a new grid-connected 100 kWdc solar panel system specifically designed to serve the ice rink, which currently is not supported by the existing solar infrastructure. The proposed system would include approximately 172 high-efficiency solar panels, compared to the 100 panels in the current 25 kWdc system. These new panels are capable of producing significantly more power—approximately 450 watts per panel versus the current 250 watts—resulting in nearly four times the energy output of the existing system.

The estimated cost of the new system is \$275,000. If the City were to purchase the system outright, the projected payback period is approximately 14 years. Alternatively, the City could finance the project at an estimated interest rate of 4.5%, with different payback timelines depending on the loan term: 16 years for a 5-year loan or 19 years for a 15-year loan.

The proposed 100 kWdc solar system for the Dielmann Recreation Complex ice rink is projected to deliver long-term financial benefits to the City, with total savings estimated to range between \$245,000 and \$341,000 over the system's 30-year lifespan. The final savings amount will depend on the selected financing option and fluctuations in Ameren's kilowatt-hour (kWh) rates.

A key component of the project's financial viability is the availability of a \$110,000 federal tax incentive, which the City is currently eligible to apply for. However, this incentive may expire after calendar year 2025.

Energy Saving Comparison

The proposed upgrade increases the annual saving by \$6,000, which is 4x more than the current system. This greater utility savings will help offset the investment quicker.

- Current System - \$2,000 in annual savings
- Proposed System - \$8,000 in annual savings

Recycle or Sell Current System

The cost to remove and recycle the existing 25 kWdc solar panel system is estimated at \$24,000. Staff has researched the possibility of selling the system; however, due to its age, condition, and limited local demand for used solar equipment, the resale value would be only pennies on the dollar. While selling the system would not generate meaningful revenue, it could help keep the equipment out of a landfill.

Regardless of whether the city chooses to recycle or attempt to sell the system, it will still be responsible for the removal costs, as the panels must be taken down to allow for the scheduled roof replacement.

Veregy will have a short presentation to better explain the proposed system and the costs associated with that expanded system.



CITY OF CREVE COEUR

MAXIMIZING ECONOMIC AND ENVIRONMENT IMPACT THROUGH GUARANTEED ENERGY SAVINGS CONTRACTS

PREPARED BY ELLIE BLANKENSHIP AND JORDAN CRAIG

UPDATED JULY 28, 2025

• Our Services



Energy Efficiency



Building Automation



Engineering & Design



HVAC



Lighting



Smart Building



Construction Management



Distributed Energy



Building Envelope



Water & Wastewater



Electrical Distribution & EV Infrastructure

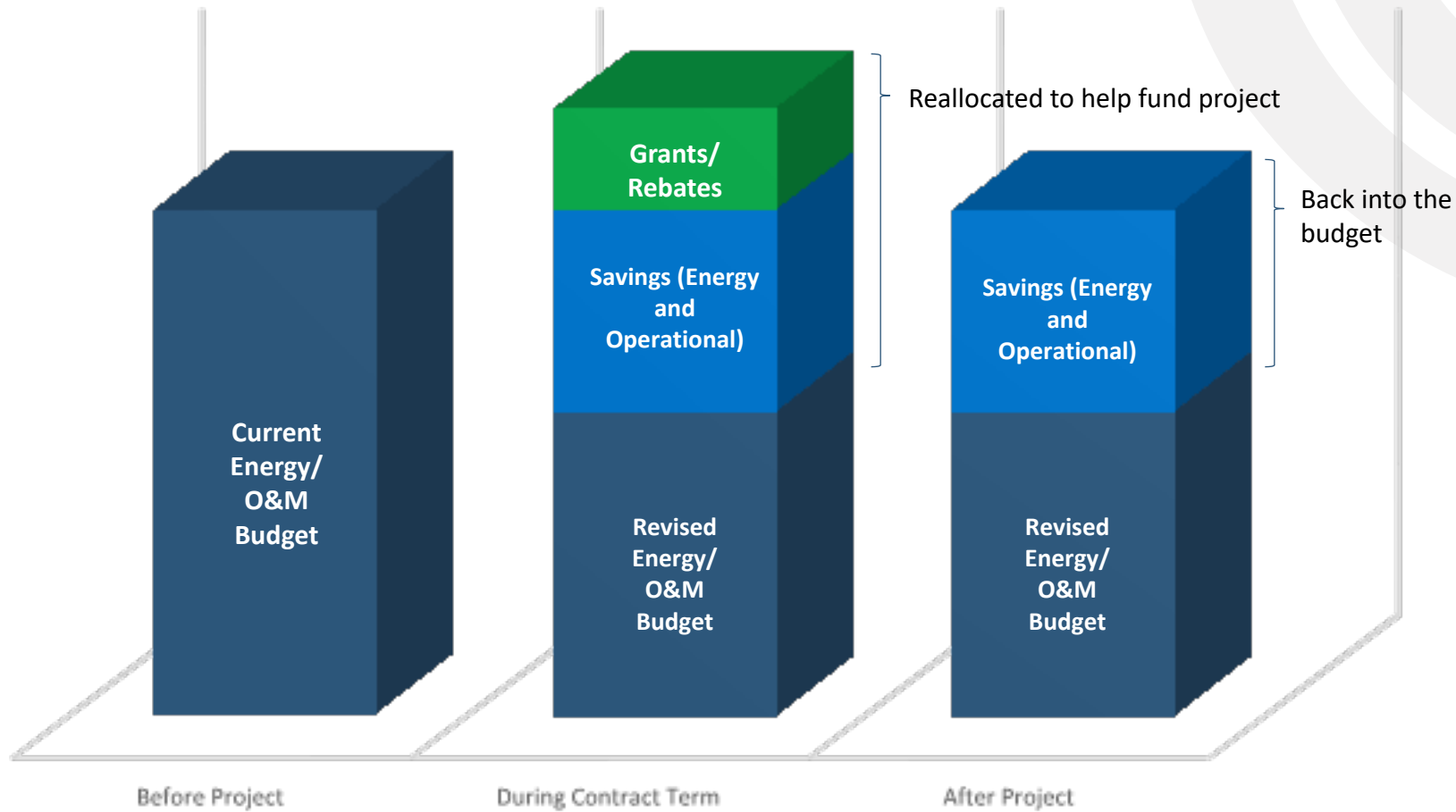


Analytics & Monitoring

What We Do

- No Cost Assessment of Facility & Operations
- Turnkey Project Implementation
-Development, Mgt., Procurement & Implementation
- Optimize Financial Performance
-Energy & Cost of Operations
- Maximize Local Contractor Participation
- ESSER/ARPA/IRA Gross Max Price Projects
- Self-Funding Projects
- Design-Build Projects
- Infrastructure Renewal
- Renewable Energy Solutions
- Digital Services

HOW THESE PROJECTS WORK



- Guaranteed Savings
- Fixed price
- No change orders!
- Best value
- Accountability
- ESCO takes on risk
- Low life cycle costs
- Proven systems
- Proven Results

Mo Statute 8.231

Inflation Reduction Act (IRA)



There is a Direct Pay option for schools, municipalities, higher education, and other political subdivisions. 30-50% For example, a \$1M solar array will now qualify for a minimum of a \$300k check from the federal government.



Opportunities for Savings

- Solar
- Battery Storage
- Geothermal
- Electric Vehicle Charging*

**Low-Income and Non-Urban Areas only.*

IRA credit for Solar is ending need to act fast to ensure credit.

IRA Credit Estimated at \$110,000

ICE RINK SOLAR PV & ROOFING

Veregy proposes a roof mounted solar photovoltaic system. The solar array was simulated utilizing a solar array design and production simulation software called Helioscope.

Figure 1 – Creve Coeur Ice Rink Solar Simulation, 100 kWdc System



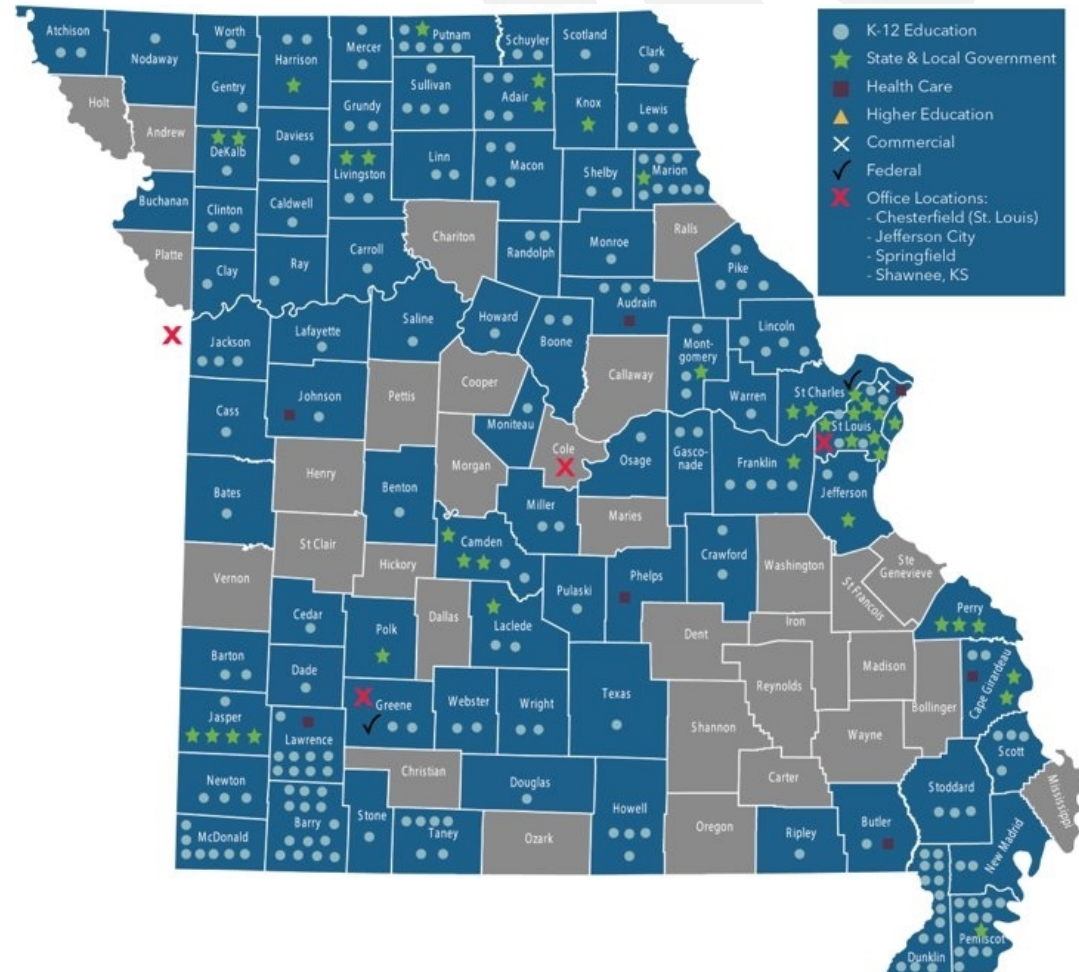
COSTS/PAY BACK (30-YEAR LIFE OF PANELS)

- Scenario 1: Upfront Payment of \$275,000
Pays for itself in year 14
Additional savings of \$377,056 over the life of the panels
- Scenario 2: 5-year financing
Pays for itself in year 16
Additional savings of \$343,194 over the life of the panels
- Scenario 3: 15-year financing (which is allowable via the enabling legislation)
Pays for itself in year 19
Additional savings of \$281,049

*Cost to remove existing panels is an additional not to exceed \$20,000

MO SAMPLE CITY REFERENCES

- City of Festus, MO (included solar)
- Shrewsbury, MO
- Maplewood, MO (included solar)
- Richmond Heights, MO
- Washington, MO (Two Phases)
- Perryville (Two Phases), MO
- Ballwin, MO
- Florissant, MO (Two Phases)
- O'Fallon, MO (Two Phases)
- Hazelwood, MO



SAMPLE SIMILAR SOLAR REFERENCES

St. Louis City Library

- Julia Davis Branch
 - 64KW Array
 - Costs: \$236,261
 - First Yr Savings: \$12,669



St. Louis City Library

- Buder Branch
 - 64KW Array
 - Costs: \$225,847
 - First Yr Savings: \$7,446



City of Festus

- City Hall
 - 61KW Array and new metal roof
 - Costs: \$285,360
 - First Yr Savings: \$5,525



ABOUT VEREGY

- Formerly CTS Group, we were founded in St. Louis, MO and our Midwest headquarters remain there
- Veregy as a whole has over 500 employees and has completed over \$1.7B in energy projects
- Veregy Midwest has developed over \$800M of successful public sector performance contracting projects
 - Average project size \$1.6M
 - \$10 Million in annual savings
 - Over 70% of continued business is from repeat or referral clients
- Dedicated Local Government Team with Previous City Managers and Parks and Recreation Director
- Accredited Member of the National Association of Energy Services Companies (NAESCO), DOE certified, Energy Star Partner
- Experienced In-house Technical Resources, Operations, and Project Management
 - Local area Offices in Kansas City, St. Louis, Springfield, and Jefferson City
- Vendor/Equipment Neutral





Next Steps: Contract Approval through TIPS

**THANK YOU!
QUESTIONS?**



EBLANKENSHIP@VEREGY.COM



[HTTP://WWW.VEREGY.COM](http://WWW.VEREGY.COM)





MEMORANDUM

Date: July 24, 2025
To: Mark Perkins, City Administrator
Sharon Stott, Assistant City Administrator
CC: Steve Berecz, P.E., City Engineer and Assistant Director of Public Works
From: Dione Garson, P.E., Civil Engineer
Subject: Stormwater Facility Maintenance Agreement for City-Funded Stormwater Projects
Modifications in Special Cases

City staff is seeking City Council feedback on modifying the Stormwater Facility Maintenance Agreement for City-funded stormwater projects when the residents are receiving no benefit or risk-reduction from the project.

Background

On October 14, 2024, the City Council approved Resolution No. 1755, which established and adopted a Restoration Policy for Creve Coeur City-Funded Stormwater Program Projects.

The policy has a section that addresses projects that benefit the broader community and cause hardships to for homeowners. In these special cases, the policy allows the City to offer additional restoration items.

For most improvements installed under the City's Stormwater Program, homeowners sign a Stormwater Facility Installation and Maintenance Agreement and Deed Restriction that requires the homeowner to maintain the improvements. The maintenance requirement is defined in item three in the agreement.

Requests

City staff would like to seek City Council feedback on the City taking on the maintenance of some improvements in some cases where the project benefits the community and causes a hardship to the owner. Cases that may be considered would involve installations with:

- A long (decades) expected useful life.
- Estimated maintenance requirements (cost and time) for the useful life of the installation are low.

Attachments

- Exhibit A: Stormwater Facility Installation and Maintenance Agreement and Deed Restriction

Exhibit A

THE SPACE ABOVE THIS LINE IS RESERVED FOR THE RECORDER'S USE

DOCUMENT TYPE: **STORMWATER FACILITY INSTALLATION AND
MAINTENANCE AGREEMENT AND DEED
RESTRICTION**

DATE OF DOCUMENT:

GRANTOR:

GRANTEE: **CITY OF CREVE COEUR
300 NORTH NEW BALLAS ROAD
CREVE COEUR, MO 63141**

PROPERTY ADDRESS:

**COUNTY LOCATOR
NUMBER:**

LEGAL DESCRIPTION:

**REFERENCE(S) TO
BOOK(S) AND PAGE(S):**

**STORMWATER FACILITY INSTALLATION AND MAINTENANCE AGREEMENT
AND DEED RESTRICTION**

**THIS STORMWATER INSTALLATION AND MAINTENANCE AGREEMENT
AND DEED RESTRICTION** is made and entered into this ____
_____ day of ___, 20____ between _____ at

(Grantor) and the CITY OF
CREVE COEUR, MISSOURI, at 300 North New Ballas Road, Creve Coeur,
Missouri 63141 (Grantee or City).

WITNESSETH:

WHEREAS, Grantor is the owner of real property commonly known as

in St. Louis County, Missouri, which property is more particularly described as follows (the
“Property”): **INSERT LEGAL DESCRIPTION**

WHEREAS, Grantor has requested that the City install certain improvements
on the Property to address stormwater issues pursuant to the City’s 2024
Watershed Management Plan (the “Improvements”), as described on the plans
attached hereto and incorporated herein as Exhibit A (the “Plans”);

WHEREAS, before proceeding with the installation of such improvements, the
City requires that Grantor agree to maintain the Improvements;

NOW, THEREFORE, Grantor hereby agrees to and imposes, and the City accepts
the following terms, conditions and deed restriction on the Property:

1. Grantor authorizes City to install the Improvements on the Property and in
furtherance thereof grants City and its employees, agents and contractors a
Temporary Construction License for the purposes of installing swales and
related materials, site restoration, and implementing any necessary
construction methods to install the Improvements on the Property including all
necessary access to the installation area. The City reserves full discretion as
to whether to proceed with the installation of the Improvements, but once
installation commences it shall be completed. Grantor cannot terminate this
authorization unless the City does not commence installation by _____.
2. Upon completion of construction, the Improvements shall be Grantor’s
property and Grantor agrees to properly maintain the Improvements and

promptly correct any deficiencies. The Improvements shall remain substantially as shown on the Plans and shall not be moved or altered. Upon the written request by the City, Grantor shall: have the Improvements inspected by a qualified professional engineer, obtain a report regarding such inspection, provide a copy of such inspection report to the City, and, upon review and approval by the City, correct any deficiencies found through this inspection.

- 3. In the event that Grantor fails to maintain the Improvements in accordance with this agreement, then the City and its employees, agents and contractors are authorized to enter onto the Property and make the repairs and corrections and perform such maintenance as City deems necessary. Grantor shall reimburse the City for all costs incurred in connection with such corrective work. It is further agreed that in the event the City's invoice for such costs is not paid within a period of thirty (30) days, said sum shall become a lien on the real property and shall accrue interest at a rate of eight percent (8%) per annum until paid in full. Grantor shall pay all attorney's fees, costs and expenses incurred by the City in connection with the collection of amounts due hereunder.**
- 4. This agreement and deed restriction shall run with the land and shall be binding upon Grantor, their tenants, successors, heirs, and assigns, including any subsequent owners of the Property and their tenants, successors, heirs, and assigns. This agreement and deed restriction cannot be amended without the written consent of both parties.**
- 5. Grantor does hereby warrant and covenant to the City that they are lawfully seized and possessed of the Property and that they have a good and lawful right to enter into this agreement and restriction.**

[Remainder of page intentionally left blank; signatures on following pages.]

IN WITNESS WHEREOF, the said parties have executed these presents the day and year first above written.

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

On this_____day of_____, 20 , before me, a Notary Public, personally appeared _____, to me known to be the people described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year above-written.

**Notary
Public**

My commission expires:

IN WITNESS WHEREOF, the said parties have executed these presents the day and year first above written.

By: _____

Name:

Title:

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

On this _____ day of _____, 20 , before me, a Notary Public, personally appeared _____, and being first duly sworn upon oath stated that said person is the

_____ of _____, and that said person signed the foregoing document as the

_____ of _____, and has entered into this agreement as its free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year above-written.

Notary
Public

My commission expires:

By: _____
Print Name: Mark Perkins
Title: City Administrator

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

On this _____ day of _____, 20____, before me, a Notary Public, personally appeared Mark Perkins, and being first duly sworn upon oath stated that said person is the City Administrator of the City of Creve Coeur, Missouri, and that said person signed the foregoing instrument as City Administrator of the City of Creve Coeur, Missouri, and the City of Creve Coeur has entered into this instrument as its free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year above-written.

**Notary
Public**

My commission expires: