



**REGULAR MEETING
AGENDA
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
SEPTEMBER 24, 2025
7:00 PM**

ZOOM MEETING INFORMATION

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

<https://us02web.zoom.us/j/83851784591>

phone: 1 312 626 6799

Webinar ID: 838 5178 4591

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

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

ACCEPTANCE OF THE AGENDA

ANNOUNCEMENTS

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

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

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

CONSENT AGENDA

2. Approval of August 25, 2025, City Council Work Session Minutes
3. Approval of August 25, 2025, Regular Meeting Minutes

BILLS PAYABLE REPORT

For Information Only: Invoices Paid Listing 8/21/25 to 9/17/25

UNFINISHED BUSINESS

4. Amended Bill No. 6182 - An Ordinance Ordering the Levy and Establishment of the Rates of Annual Taxes for Municipal Purposes in the City of Creve Coeur for the Year 2025. Final Reading and Passage.
Summary: An Ordinance Ordering the Levy and Establishment of the Rates of Annual Taxes for Municipal Purposes in the City of Creve Coeur for the Year



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2025. The residential and commercial property tax rates are decreasing as a result of the assessed valuation increasing more than the allowed CPI of 2.9%.

- 5. Bill No. 6183- An Ordinance amending the Adopted 2025 General Fund and Police Building Fund Budgets of the City of Creve Coeur by Transferring \$25,000 within the General Fund Departments' Budgets and Authorizing Additional Appropriations of \$12,660 to the Police Building Fund Budget. Final Reading and Passage.**

Summary: An Ordinance amending the Adopted 2025 General Fund and Police Building Fund Budgets of the City of Creve Coeur by transferring \$25,000 within the General Fund Departments Budgets and authorizing additional appropriations of \$12,660 to the Police Building Fund Budget to cover the additional costs for the police fence.

- 6. Bill No. 6184- An Ordinance amending Section 615.050 Application Packet, 615.060 Disclosure and Submittal of Permit Applications, Fees, Section 615.070 Investigation and Recommendation Process, Section 615.080 Displays Required, Section 615.120 Inspection, and Section 615.130 Suspension or Revocation of License - Denial of Renewal of Chapter 615 Massage Therapy of the City of Creve Coeur Code of Ordinances. Final Reading and Passage.**

Summary: To streamline processes and eliminate duplicate requirements, staff recommends an update to to the City's massage business and massage therapist permit fees, renewal terms, and inspection requirements. Key changes include reducing fees for both the Massage Business Permit and Massage Therapist Permit, aligning both permits to a two-year term that matches the State of Missouri's requirements, and transferring full oversight and administration from the Finance Director to the Chief of Police or their designee.

- 7. Bill No. 6185 - An Ordinance authorizing the exercise of the power of Eminent Domain to obtain temporary construction easements necessary for the Fernview Drive Sidewalk Project - Phase 1. Final Reading and Passage.**

Summary: Staff recommends that the City acquire the temporary construction easements necessary for the Fernview Drive Sidewalk Project - Phase 1, whether these are donated or the City compensates the affected property owners for them.

- 8. Bill No. 6186 - An Ordinance amending the Personnel Policy and**



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Procedures Manual of the City of Creve Coeur and amending related ordinance. Final Reading and Passage.

Summary: The proposed ordinance clarifies that employees are not required to use PTO during FMLA leave if they are receiving compensation from another source (such as workers' compensation benefits).

NEW BUSINESS

- 9. Bill No. 6187 — An Ordinance authorizing a new conditional use permit for Capriotti's Sandwich Shop at 12536 Olive Boulevard Unit B within the Shoppes at Questover Shopping center, zoned GC - General Commercial. First Reading.**

Summary: Jonathan Heslop, of STL Caps, LLC, on behalf of Capriotti's Sandwich Shop, has submitted an application for a new conditional use permit for a 1,663 square foot restaurant location at 12536 Olive Boulevard, Suite B, within Shoppes at Questover. No exterior changes are proposed and the hours of operation will be from 9:00 AM to 9:00 PM every day of the week. There will be 24 seats in the restaurant and 4 employees at the busiest shift. The property is in the "GC" General Commercial zoning district. Capriotti's Sandwich Shop will specialize in serving fast-casual made-to-order sandwiches and the use is classified as a Limited-Service Restaurant (NAICS 722513). Under Section 405.370, Table A of the Zoning Code, NAICS 722513 requires the issuance of a conditional use permit in the "GC" zoning district subject to the recommendation of the Planning and Zoning Commission and approval of the City Council. The Planning and Zoning Commission recommended approval at the September 2, 2025 meeting.

- 10. Bill No. 6188 — An Ordinance amending Ordinance No. 5649 authorizing a conditional use permit for water supply and irrigation systems (NAICS 221310) for Missouri American Water Company at 9989 Old Olive Street Road. First Reading.**

Summary: Tim Straszacker, of Horner and Shifrin, Inc, on behalf of Missouri American Water, has submitted an application for a conditional use permit with site development plan for the replacement of two existing steel water tanks with two prestressed concrete water tanks in a similar footprint at 9989 Old Olive Street Road. The property is in the "GC" General Commercial zoning district. Water Supply and Irrigation Systems, NAICS 221310, is a Conditional Use in the "GC" zoning district and requires a Conditional Use Permit with review and final



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approval by the City Council upon the recommendation of the Planning and Zoning Commission. The Planning and Zoning Commission recommended approval at the September 15, 2025 meeting.

11. Bill No. 6189 — An Ordinance establishing additional exterior lighting requirements as regulated in Section 405.680 of the Zoning Ordinance, of the Code of Ordinances of the City of Creve Coeur. First Reading.

Summary: Jason Jaggi, Director of Community Development, City of Creve Coeur, has submitted a text amendment application to the Zoning Ordinance section that regulates exterior lighting as provided in Section 405.680. The proposed amendments would require all new and replacement exterior lighting, with the exception of properties used as Single-Family Dwellings, not to exceed a Correlated Color Temperature of 3,000 degrees Kelvin. The unit of measurement for color temperature is expressed as degrees of Kelvin. The lower the Kelvin rating, the warmer or softer the light color. Higher ratings result in brighter, blue colors. Also, proposed as part of this amendment are various minor clarifications to Section 405.680. Text amendments require approval from the City Council based upon a recommendation from the Planning and Zoning Commission. The Planning and Zoning Commission recommended approval at the September 2, 2025 meeting.

12. Bill No. 6190 — An Ordinance amending Sections 160.010.A and 160.110.A of the Open Meetings and Records Ordinance of the City of Creve Coeur. First Reading.

Summary: The proposed ordinance adds two new categories of closed records (juvenile and park registrations) and provisions regarding abandonment of record requests upon failure to pay fees or failure to clarify, in accordance with changes in state law.

13. Bill No. 6191 — An Ordinance amending Article III of Chapter 200 of the City of Creve Coeur Municipal Code, pertaining to offenses concerning the administration of justice. First Reading.

Summary: The proposed ordinance adds the new offense of interference with a first responder to parallel new statute.

14. Bill No. 6192 — An Ordinance amending Title III of the Code of Ordinances, Schedule IX, Table IX-A, to add the west side of Mary Meadows Lane, from Olive Boulevard through the cul-de-sac, designated as no parking. First Reading.



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Summary: Staff recommends the installation of "No Parking" signs on the west side of Mary Meadows Lane.

- 15. Bill No. 6193 – An Ordinance of the City Council of the City of Creve Coeur, Missouri, authorizing the approval of the Carbon Reduction Program (CRP) agreement for Federal Project CRP-4900(651) – 599I (extending the Centennial Greenway Shared-Use Pathway from Research Boulevard to US-67 Bridge) and entering into the agreement with the Missouri Department of Transportation (MoDOT). First Reading.**

Summary: The next step towards completing the Creve Coeur segments of the Centennial Greenway Shared-use Pathway is signing an agreement with MoDOT for the Carbon Reduction Program (CRP) agreement for Federal Project CRP-4900(651) – 599I. This project extends the pathway from Research Boulevard to US-67 Bridge.

- 16. Resolution No. 1827 — A Resolution approving the Site Development Plan for Lot 1 within the Olia Village Planned Mixed-Use Zoning District located at 10300 Olive Boulevard.**

Summary: Matthew Pfund, of Jack Matthews Development, has submitted an application for a Site Development Plan for Lot 1 of the Olia Village Planned Mixed-Use Development. The application includes the construction of a grocery store and multi-tenant retail building, parking garage and surface parking lot as shown on the approved Site Concept Plan. Section 405.390(G) requires Planning and Zoning Commission review and approval by resolution of the City Council for all Site Development Plans within a Planned Mixed-Use Development. The Planning and Zoning Commission recommended approval at the September 15th meeting.

- 17. Resolution No. 1828 - A Resolution of the City Council of the City of Creve Coeur, Missouri, to execute the Stormwater Committee's project recommendations for round three of the City's Stormwater Management Cost-Share Program for a not-to-exceed reimbursement amount of \$20,005.00.**

Summary: Staff is requesting that City Council approve the Stormwater Committee's recommendations and funding for the not-to-exceed amount of \$20,005. The Stormwater Committee has reviewed the applications for Round Three of the City's Stormwater Management Cost-share Program.

- 18. Resolution No. 1829 — A Resolution of the City Council of the City Of**



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Creve Coeur, Missouri, authorizing the execution of a contract with Ideal Landscape Construction, Inc. for the construction of the Mason Forest Drive, Fernpark Drive, and 252 Bellington Lane Projects for the not-to-exceed amount of \$142,266.00.

Summary: A Resolution to approve a contract with Ideal Landscape Construction, Inc. for the construction of three stormwater projects identified in the 2024 Watershed Management Plan: 252 Bellington Lane (CC-S-09), Fernpark Drive (CC-S-04), and Mason Forest Drive (CC-S-07).

- 19. Resolution 1830 — A Resolution of the City Council of the City of Creve Coeur, Missouri authorizing execution of an agreement with Thouvenot, Wade & Moerchen, Inc. (TWM) to provide professional engineering services related to Lake School Park Phase 1 – Site Design for the not-to-exceed lump sum amount of \$95,500.00.**

Summary: A Resolution to authorize a contract with Thouvenot, Wade & Moerchen, Inc. (TWM) for professional engineering services for the site design of Lake School Park -- Phase 1.

- 20. Resolution No. 1831 — A Resolution of the City Council of Creve Coeur, Missouri, authorizing the execution of a contract with America's Parking Remarking, LLC for the 2025 Roadway Striping Project for the not-to-exceed amount of \$89,330.00.**

Summary: Competitive bids have been evaluated for the City's annual roadway striping project. City staff recommends entering into a contract with America's Parking Remarking, LLC (Traffic Control Company) for the not-to-exceed amount of \$89,330.00, based upon their past performance in the City and their low bid for the work.

- 21. Resolution No. 1832 — A Resolution of the City Council of the City of Creve Coeur, Missouri authorizing the acceptance of the monthly maintenance fees for an existing Ameren street light in the Bellerive Estates Subdivision.**

Summary: Staff recommends accepting the dedication of an existing Ameren U. E. streetlight located at Mason Manner and Bellerive Estates Drive.

- 22. Resolution No. 1833 — A Resolution of the City Council of the City of Creve Coeur, Missouri authorizing execution of a four-year agreement with Dorswood LLC (DBA Local Cleaners LLC) to provide cleaning services at the Creve Coeur Government Center, Police Building, and the Dielmann**



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Recreation Center for a FY2026 monthly fee of \$6,750.00 (\$81,000 annually).

Summary: Staff recommends the approval of a four-year contract with Local Cleaners LLC to provide custodial services at the Government Center, Police Building, and Dielmann Recreation Center.

BUSINESS FROM MAYOR AND CITY COUNCIL

23. *Council Liaison Reports*

24. 2025 North American Mayors Summit Against Antisemitism — New Orleans, Louisiana · December 2-4, 2025.

BUSINESS FROM CITY ADMINISTRATOR

25. City Administrator Recruitment Update

26. Planning & Zoning Updates

ADJOURNMENT

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

Posted by: _____
Date/Time posted: _____

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



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**WORK SESSION MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
AUGUST 25, 2025
6:00 PM**

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, August 25, 2025, at 6:00 p.m.

ROLL CALL

Mayor Robert Hoffman
Council Member, Ward 1 Mark Manlin
Council Member, Ward 1 Donna Spence
Council Member, Ward 2 Nicole Greer
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 2 Kimberly Norwood was absent.

Others Present: Ellie Blankenship and Jordan Craig, of Veregy, and Sarayna Konala, President of the Energy and Environment Committee.

Staff Present: Interim City Administrator Sharon Stott, City Attorney Carl Lumley, Director of Community Development Jason Jaggi, Director of Finance Lori Obermoeller, Interim Director of Public Works Jim Heines, Interim Assistant Director of Public Works Dione Garson, Civil Engineer Kevin Mulligan, Director of Recreation Jason Valvero, Chief of Police Jeffrey Hartman, Public Information Officer and Management Analyst Melissa Bradford, and City Clerk Kellie Henke.

DISCUSSION ITEMS

1. Proposition 1 Educational Materials

Public Information Officer and Management Analyst Melissa Bradford presented the communication plan and educational materials for Proposition 1 (see Exhibit A). The plan outlines various educational outreach efforts, including social media campaigns, "Coffee with the Mayor" events, newsletter articles, and Town Hall meetings.

Council Member Greer noted that voters will have the opportunity to vote up to two weeks early, and stated that educational materials may need to be distributed sooner than initially planned.



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Council Member Hoffman left at 6:02 p.m. and returned at 6:05 p.m.

City Attorney Carl Lumley provided guidance on the rules when speaking about Proposition 1. He stated that City representatives may not advocate for or against the measure when speaking on behalf of the City or using City resources. While individuals retain their First Amendment rights, advocacy is not permitted in an official capacity. All City communications must remain informational. He also reminded Council Members to be mindful of Missouri's Sunshine Law, noting that discussions involving a quorum of the Council outside a properly noticed public meeting may violate open meeting requirements. He reminded that if individuals develop their own materials, they must include disclosure about source of funding for the materials. He also advised that there is a statutory restriction on the City and its representatives not to say it is a new tax or that it is not a new tax.

2. Dielmann Recreation Center Solar Panels

Interim City Administrator Sharon Stott explained that the purpose of this part of the Work Session was to consider whether to move forward with a solar panel project for the Dielmann Recreation Center.

Recreation Director Jason Valvero highlighted the need for Council guidance, noting that a final decision must be made by the end of September. He introduced Ellie Blankenship and Jordan Craig from Veregy, who were available to answer questions.

Sarayna Konala, President of the Energy and Environment Committee, presented the committee's recommendation in favor of installing a solar panel system on the roof. She shared a life cycle analysis comparing the proposed alternatives, detailing expected annual maintenance costs and considerations for removing the system at the end of its operational life. She also provided a risk-benefit assessment, citing potential benefits such as insulation from energy price volatility and reductions in greenhouse gas emissions. She acknowledged possible risks, including potential roof damage and questions about the long-term reliability of the inverter system.

In response to a question from Council Member Berry, Ms. Konala confirmed that the inverter is included in the solar system at no additional cost. Mr. Craig noted that the inverter is covered under a 10-year standard warranty, with an option to purchase a 20-year extended warranty. Council Member Berry also asked about any previous issues with inverters. Mr. Valvero responded that there were some early problems with installations due to site location issues, but repairs were covered by warranty.



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Mayor Hoffman inquired whether the end of September was the deadline to qualify for a government tax rebate. Mr. Valvero clarified that the project must be underway before the end of the calendar year. Ms. Blankenship added that at least 5% of the project must be completed by then, and additional time is required to order materials and finalize an interconnection agreement with Ameren U.E. The Mayor also asked whether there is a difference in the warranty between regular asphalt shingles and high-impact shingles. Ms. Stott confirmed that both come with the same 30-year warranty. Mayor Hoffman expressed concern about pursuing a solar project while also asking for voter consideration on Proposition 1.

Council Member Spence responded that the solar panel system should be viewed as a long-term investment that will benefit the city over time. Council Member Newman expressed support for the general idea of solar energy in future municipal planning but raised concerns about the sustainability and cost implications of installing panels on an asphalt shingle roof. He noted his support for a solar initiative but suggested it may not need to be implemented immediately.

Council Member Spence stressed that upcoming changes in power generation could affect future energy availability. Ms. Konala explained that Missouri is facing an anticipated increase in energy costs because Ameren typically permits new facilities many years in advance. With recent federal shifts, several planned projects using wind, solar, and battery storage may now be halted. This could reduce future supply and lead to increased prices. She added that Ameren is currently investing in more natural gas plants, but solar and wind are now more cost-effective than gas or coal. Ms. Blankenship referenced Senate Bill 4, which allows utilities to start billing customers for construction costs during the construction phase of energy infrastructure projects—some of which may span up to a decade—potentially increasing future consumer energy bills.

Ms. Konala also clarified that hail damage is not covered by standard warranties. She noted that while high-impact shingles offer better hail resistance, the typical 25- to 30-year lifespan of a roof accounts primarily for natural degradation, not weather-related damage. Council Member Manlin asked for more information on the estimated payback period for the solar project. Veregy projected a conservative 14- to 15-year payback period, while Council Member Spence suggested a shorter return of 5 to 9 years may be possible. Ms. Blankenship explained that Veregy uses conservative estimates based on historical data to guarantee savings, and that a 14-year return is highly cautious given current trends in energy costs.

Council Member Saunders questioned the source of the projected 300%+ increase in energy costs, citing other estimates predicting a 39–64% rise over 10 years. Ms.



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Konala responded that the projections are based on wholesale electricity trends. These prices are not immediately reflected in consumer bills, as Ameren must receive rate approval from the Missouri Public Service Commission. Interim Director of Public Works Jim Heines questioned the validity of a 740% increase in wholesale prices, stating that historically, such projections have not been realized. Ms. Konala clarified that the figure compares forecasted prices under current versus future policy scenarios. Council Member Spence encouraged the Council not to dismiss future rate cost projections and consider the project's long-term value.

At the conclusion of the discussion, the majority of the City Council expressed that they do not support moving forward with the solar panel project for the Dielmann Recreation Center at this time.

ADJOURNMENT

The meeting adjourned at 6:54 p.m.

Submitted by:

Kellie Henke
City Clerk

Dr. Robert Hoffman
Mayor



Proposition 1

Creve Coeur Local Use Tax

Review of Educational Materials

City Council Work Session 8/25/25

What We've Done So Far...

- ✓ Webpage (www.crevecoeurmo.gov/Prop1)
- ✓ Newsletter articles
 - July
 - August
 - September
- ✓ Coffee with the Mayor (First Thursday of the Month)

What's To Come...

- Social Media / Educational Video (Ongoing)
- Educational Posters in Lobbies
- Coffee with the Mayor / Evening Coffee with the Mayor
- Newsletter articles
 - October (Two-Page Spread)
 - November
- Town Halls
 - Ward 1: Wednesday, October 15
- Postcard (Last Week of October)

Five Facts About Proposition 1



1 Proposition 1 asks if the city should adopt a local 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.

2 A use tax would help support city services.

The cost of providing city services has increased substantially over recent years, while revenue has remained flat. Revenue would support city services, such as **trash and recycling collection, leaf and limb pickup, and police services.**



3 It is **not** a double tax.

The purchaser pays either a use tax OR a sales tax, **never both.**

- **Use tax applies** when buying goods from an out-of-state business that doesn't charge Missouri sales tax.
- **Sales tax applies** when buying goods from a Missouri business.

4 Proposition 1 could generate up to \$1.2 million per year.

Revenue from a use tax would help cover rising costs, such as the 23% increase in trash service expenses under the new trash contract. A majority of that revenue is expected to come from large commercial businesses making out-of-state purchases.

5 The use tax would ensure fair taxation between purchases from Missouri vendors and purchases from online or out-of-state vendors.

There's a growing trend of people shopping online instead of in stores. The use tax helps create a level playing field for local businesses, ensuring that purchases from out-of-state or online vendors are taxed at the same rate as purchases from Missouri vendors.

1.25%
Proposed Local
Use Tax Rate
(Equal to Local
Sales Tax Rate)

54/81
St. Louis County
municipalities
have a local use
tax in place.

\$626,000-\$1.2 Million
Estimated Annual Revenue



ELECTION DAY:
NOVEMBER 4, 2025

For more information, visit:
www.crevecoeurmo.gov/Prop1

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 ____

DRAFT



Proposition 1

Creve Coeur Local Use Tax

This information was prepared and paid for by the City of Creve Coeur, Sharon Stott Interim City Administrator, 300 N. New Ballas Road, Creve Coeur MO 63141. This information is intended solely to educate and inform residents about a matter on the November 4, 2025, ballot. 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 their own judgment.

Creve Coeur citizens will vote on **Proposition 1** on Tuesday, November 4, 2025.

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 ____

DRAFT

A use tax would:



Help fund city services, such as trash and recycling collection, leaf and limb collection, and police services.



Generate an estimated \$626,000–\$1.2 million annually in new city revenues.



Ensure fair taxation between purchases from Missouri vendors and purchases from online or out-of-state vendors.

DRAFT

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.



Use Tax $\neq$ Double Tax

A use tax is not a double tax.

The purchaser pays either a sales tax or a use tax, never both. The use tax only applies when sales tax is not being collected.

DRAFT

When does use tax apply?

Use tax only applies to out-of-state purchases where sales tax is not collected at checkout.

- **Use tax applies:**

When buying goods from an out-of-state business that doesn't charge Missouri sales tax.

- **Sales tax applies:**

When buying goods from a Missouri business.

Would I pay local use tax on this purchase?	Yes	No
Groceries, clothing, or goods from local retailers		☒
Clothing from Target.com or dog food from Chewy.com		☒
Dinner from a local restaurant ordered online		☒
Bulk cleaning supplies from an out-of-state wholesale company that did not charge sales tax	☒	
A couch ordered from an out-of-state online store like Wayfair.com that did not charge sales tax	☒	
Mechanical equipment from an out-of-state business that did not charge sales tax	☒	

DRAFT

Why did the City Council put a use tax on the November ballot?



1 Rising Costs

- The cost of providing city services has **increased substantially** over recent years.
- Revenue from a use tax would help cover rising costs, such as the 23% increase in trash service expenses under the new trash contract.

DRAFT

1 Rising Costs



Trash & Recycling Total Annual Cost



Previous Contract

FY25 = \$862,401

New 5-Year Contract

FY26 = \$1,062,156

FY27 = \$1,115,414

FY28 = \$1,171,094

FY29 = \$1,229,800

FY30 = \$1,290,928

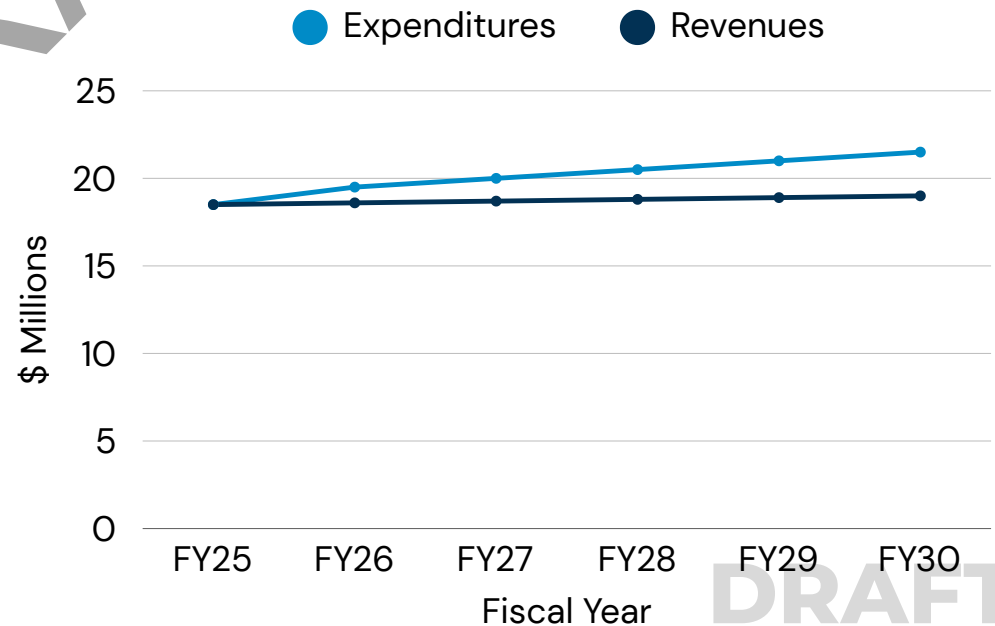
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Why did the City Council put a use tax on the November ballot?

2 Flat Revenues

- City revenue growth has remained flat, while costs have increased.
- Proposition 1 could generate up to **\$1.2 million** per year.

General Fund 5-Year Projections



Why did the City Council put a use tax on the November ballot?



3 Fair Taxation

- There's a growing trend of people shopping online instead of in stores, reducing sales tax revenues available to fund city services.
- **The use tax helps create a level playing field for local businesses,** ensuring that purchases from out-of-state or online vendors are taxed at the same rate as purchases from Missouri vendors.

DRAFT

Use Tax Numbers to Know

1.25%

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.

**\$626K
-\$1.2M**

Estimated Revenue

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.

54/81

Local Municipalities

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

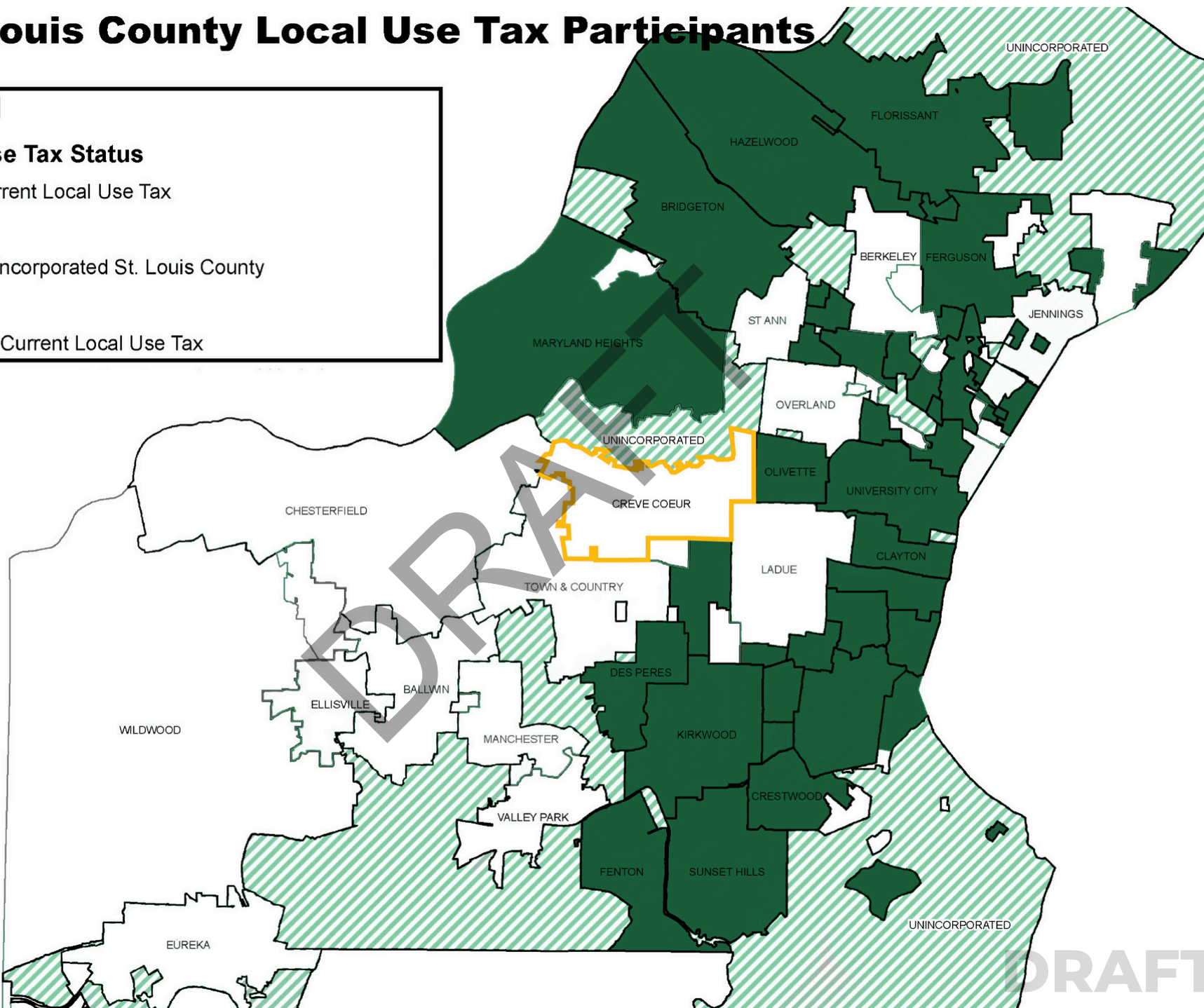
DRAFT

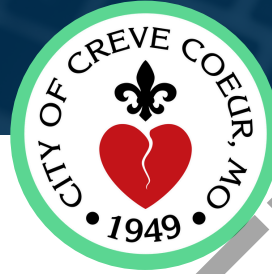
St. Louis County Local Use Tax Participants

Legend

Local Use Tax Status

-  Current Local Use Tax
-  Unincorporated St. Louis County
-  No Current Local Use Tax





Proposition 1

Creve Coeur Local Use Tax

VOTE NOVEMBER 4



**REGULAR MEETING
MINUTES
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CITY COUNCIL
300 NORTH NEW BALLAS RD
AUGUST 25, 2025
7:00 PM**

CALL TO ORDER

A regular meeting of the City Council of the City of Creve Coeur was called to order by Mayor Robert Hoffman at the City Council Chamber, 300 North New Ballas Rd, City of Creve Coeur Government Center, Creve Coeur, MO 63141 on Monday, August 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
Council Member, Ward 1 Donna Spence
Council Member, Ward 2 Nicole Greer
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 2 Kimberly Norwood was absent.

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

PROCLAMATION

1. Drew and Tyler Patchin

Mayor Hoffman presented a proclamation to Drew and Tyler Patchin and recognized them for their extraordinary courage, strength, and unity. They were congratulated by a standing ovation.

COMMENTS FROM THE GENERAL PUBLIC

No one requested to speak.



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PUBLIC HEARING

2. 2025 Property Tax Rate

Court reporter swore in Director of Finance Lori Obermoeller and Ms. Obermoeller gave a presentation regarding the FY2025 Property Tax Rate (see Exhibit A). Ms. Obermoeller noted the rates are based on figures prior to the Board of Equalization (BOE) adjustments. She explained that the rates may need to be revised at the second reading once the assessment figures have been finalized.

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

3. Possible Use of Eminent Domain for Public Improvements, Fernview Drive Sidewalk Project - Phase 1

Court reporter swore in Interim Director of Public Works Jim Heines, Civil Engineer Kevin Mulligan, and the members of the public who had requested to speak. Mr. Mulligan gave a presentation regarding the possible use of eminent domain to obtain temporary easements for the Fernview Drive Sidewalk Project - Phase 1.

Bob Rubenstein, a resident of Creve Coeur, expressed concerns and spoke in opposition to the proposed sidewalk project.

Fawn Lunau, of 1010 Fernview Drive, also expressed concerns and voiced opposition to the project.

Stephan Tomlinson, of 1036 Fernview Drive, spoke in support of the sidewalk project and thanked the Council for their continued efforts.

Cyndi Davis, residing at 1028 Fernview Drive, opposed the project.

Bonnie Winingham, a resident of the Fernview Subdivision, also shared her concerns and opposed the sidewalk project.

Interim Director Jim Heines explained that the current phase is the first of three planned phases aimed at connecting existing sidewalks in the area to create an expanded pedestrian network. He noted that two public meetings were held early in the process to gather input and make adjustments based on community feedback. Mr. Heines addressed concerns about eminent domain, clarifying that it is a condition of the grant funding to obtain easements by the deadline and was agreed upon as a possible



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requirement. Failing to follow through with the grant could reflect poorly on the City and potentially impact future grant opportunities. He also stated that installing sidewalks on the east side of the street was found to be more cost-effective than on the west side. Additionally, Chasselle Lane does not meet the criteria to qualify for grant-funded sidewalk installation.

In response to Council Member Berry's question, Mr. Heines said he does not believe the addition of a sidewalk, which is on city property, would affect homeowners' insurance rates. When asked by Council Member Manlin, Mr. Heines confirmed that 31 easements are required for the project. While initial discussions have occurred with some homeowners, formal negotiations for easements have not yet begun.

In response to a question from Council Member Spence, Mr. Mulligan reported that nine trees would need to be removed to complete the project. He also noted that a traffic study found approximately 2,000 vehicles travel along Fernview Drive daily.

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

ACCEPTANCE OF THE AGENDA

RESULT: APPROVED (UNANIMOUS)

MOVER: Saunders

SECONDER: Greer

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

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

ANNOUNCEMENTS

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

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

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

Please note that the previously scheduled meeting on September 8, 2025, has been canceled and the next regular meeting of the City Council will be held on Wednesday, September 24, 2025, at 7:00 p.m.

CONSENT AGENDA



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RESULT: APPROVED (UNANIMOUS)

MOVER: Saunders

SECONDER: Hoffman

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

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

4. Approval of August 11, 2025, Regular Meeting Minutes

5. Appointment of Employer Delegate to Attend the LAGERS Annual Meeting

BILLS PAYABLE REPORT

For Information Only: Invoices Paid Listing 8/7/25-8/20/25

UNFINISHED BUSINESS

6. Bill No. 6179 - An Ordinance amending Sections 200.050 and 310.050 of the Code of Ordinances of the City of Creve Coeur regarding law enforcement. Final Reading and Passage.

City Clerk read Bill No. 6179 for the final time.

Patrick Fox, of 1309 Perdue Avenue in University City, expressed concerns regarding the bill and its proposed amendments.

Council Member Berry asked whether the ordinance would permit police officers to drive unsafely throughout the City. Chief of Police Jeffrey Hartman clarified that the ordinance is not intended to allow unsafe driving. Instead, it permits officers, under specific circumstances, to refrain from using audible or visual signals. He emphasized that the ordinance contains a provision requiring officers to operate vehicles with due regard for the safety of all individuals.

Council Member Greer requested clarification on the potential deployment of Creve Coeur police officers to other areas. Chief Hartman responded that such deployments are unlikely. However, he noted that the Kansas City Police Department has requested assistance from departments in the St. Louis area for the upcoming World Cup Championship in Kansas City. At this time, no Creve Coeur officers have been assigned to the event. Chief Hartman stated that any decision to respond to such



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requests would fall under the discretion of the Chief of Police and would typically involve coordination with the regional mobile response team.

RESULT: APPROVED (UNANIMOUS)

MOVER: Saunders

SECONDER: Spence

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

The vote on the motion being 7 ayes and 0 nays, motion carried. Bill No. 6179 becomes Ordinance No. 5952.

7. Amended Bill No. 6180 - An Ordinance amending Section 110.050 of the City Code of Ordinances regarding City Council general rules of procedure. Final Reading and Passage.

City Clerk read Amended Bill No. 6180 for the final time.

City Clerk Kellie Henke noted that Amended Bill No. 6180 has been updated to include ZIP codes as an identification option for public speakers.

Council Member Greer expressed that she is not in favor of imposing a time limit on the overall public comment period during meetings.

Patrick Fox, of 1309 Perdue Avenue in University City, noted that it is uncommon practice to require individuals providing public comment to be sworn in. He suggested including in the proposed amendment a requirement for speakers to complete a comment card prior to the meeting.

RESULT: APPROVED (UNANIMOUS)

MOVER: Saunders

SECONDER: Hoffman

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

The vote on the motion being 7 ayes and 0 nays, motion carried. Amended Bill No. 6180 becomes Ordinance No. 5953.

8. Bill No. 6181 - An Ordinance authorizing the execution of a Surface Transportation Block Grant (STBG) Program Agreement with the Missouri Highways and Transportation Commission to enable the City to construct



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the New Ballas Road Improvement Project - Phase 3. Final Reading and Passage.

City Clerk read Bill No. 6181 for the final time.

RESULT: APPROVED (UNANIMOUS)

MOVER: Saunders

SECONDER: Hoffman

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

The vote on the motion being 7 ayes and 0 nays, motion carried. Bill No. 6181 becomes Ordinance No. 5954.

NEW BUSINESS

9. Bill No. 6182 - An Ordinance Ordering the Levy and Establishment of the Rates of Annual Taxes for Municipal Purposes in the City of Creve Coeur for the Year 2025. First Reading.

City Clerk read Bill No. 6182 for the first time.

Director of Finance Lori Obermoeller reviewed the proposed new tax rates and noted the rates are based on figures prior to the Board of Equalization (BOE) adjustments. She explained that the rates may need to be revised at the second reading once the assessment figures have been finalized.

10. Bill No. 6183- An Ordinance amending the Adopted 2025 General Fund and Police Building Fund Budgets of the City of Creve Coeur by Transferring \$25,000 within the General Fund Departments' Budgets and Authorizing Additional Appropriations of \$12,660 to the Police Building Fund Budget. First Reading.

City Clerk read Bill No. 6183 for the first time.

Director of Finance Lori Obermoeller explained that the amendments are necessary due to unanticipated repairs to the Government Center's cooling tower, heat pump, and air conditioning units, as well as an overage on the installed fence at the Police Building.

Council Member Berry inquired about the necessity of purchasing the fence. Chief of Police Jeffrey Hartman explained that the police lot was initially open, making it



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potentially vulnerable to vandalism. He emphasized that the fence was important for establishing clear boundaries and ensuring the safety and security of both the police fleet and its officers.

11. Bill No. 6184- An Ordinance amending Section 615.050 Application Packet, 615.060 Disclosure and Submittal of Permit Applications, Fees, Section 615.070 Investigation and Recommendation Process, Section 615.080 Displays Required, Section 615.120 Inspection, and Section 615.130 Suspension or Revocation of License - Denial of Renewal of Chapter 615 Massage Therapy of the City of Creve Coeur of Ordinances. First Reading.

City Clerk read Bill No. 6184 for the first time.

Director of Finance Lori Obermoeller proposed updates to the City's massage permit fees, processes, and related code requirements. It was noted that the City's current permit requirements overlap with functions already performed by the State of Missouri. These duplications result in unnecessary costs and efforts for both applicants and the City.

12. Bill No. 6185 - An Ordinance authorizing the exercise of the power of Eminent Domain to obtain temporary construction easements necessary for the Fernview Drive Sidewalk Project - Phase 1. First Reading.

City Clerk read Bill No. 6185 for the first time.

Fawn Lunau, a resident of Creve Coeur, expressed concerns that not all Fernview homeowners were adequately informed about the sidewalk project.

Cyndi Davis, a resident of Creve Coeur, stated that while the city holds a right-of-way within the property, the land itself is still owned by the homeowner. She urged the Council to re-evaluate the project, noting that the current plans are over 20 years old and based on a concept developed nearly 30 years ago. She reiterated her opposition to the project.

Bob Rubenstein, a resident of Creve Coeur, commented that poor communication regarding the project has led to confusion among residents. He recommended the City provide a clear explanation of where private property ends and where City right-of-way begins.

In response to a question from Council Member Manlin about whether all three phases of the project are required as part of the grant, Interim Director of Public Works Jim



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Heines clarified that the Council has the authority to discontinue the project at the end of any phase.

13. Bill No. 6186 - An Ordinance amending the Personnel Policy and Procedures Manual of the City of Creve Coeur and amending related ordinance. First Reading.

City Clerk read Bill No. 6186 for the first time.

City Attorney Carl Lumley provided an overview of the proposed amendment, explaining that it serves as a clarification in response to a recent opinion issued by the U.S. Department of Labor. The amendment addresses a limitation on when employers can mandate the use of Paid Time Off (PTO) concurrently with leave taken under the Family and Medical Leave Act (FMLA).

14. Resolution No. 1823 - A Resolution of the City Council of the City of Creve Coeur, Missouri authorizing the execution of a change order #1 with Garlands/DBS, Inc., for the upgraded materials, labor and installation of high-impact shingles for Dielmann Recreation Center for an additional \$53,380.00 making the new project "not to exceed" cost of \$972,248.00.

City Clerk read Resolution No. 1823.

Interim Director of Public Works Jim Heines provided an overview of a potential change order for the installation of high-impact shingles at the Dielmann Recreation Center. He explained that high-impact shingles have the same 30-year lifespan as standard asphalt shingles. Garland/DBS Inc. recommended upgrading only if the additional cost is less than the City's insurance deductible, which it is.

Mr. Heines noted that the original resolution had been based on the potential for future solar panel installation. Since the Council has decided not to pursue solar panels for this specific roof and due to the lack of additional benefits from the upgrade, he does not recommend moving forward with the high-impact shingles.

Council Member Berry thanked Interim Director Jim Heines for his time and effort in researching the high-impact shingles and providing a thorough analysis.

RESULT: NOT APPROVED (UNANIMOUS)

MOVER: Saunders

SECONDER: Greer

NAYS: Manlin, Spence, Greer, Hoffman, Newman, Berry, Saunders



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

15. Resolution No. 1824 - A Resolution of the City Council of the City of Creve Coeur, Missouri, authorizing the execution of a contract with Horner & Shifrin, Inc. for engineering services related to the New Ballas Road Improvement Project - Phase 3 for the not-to-exceed amount of \$149,783.00.

City Clerk read Resolution No. 1824.

Civil Engineer Kevin Mulligan provided an overview of the contract, explaining that the design services will include a site survey, right-of-way exhibits, and an environmental review. He noted that Horner & Shifrin served as the design consultants for both Phase 1 and Phase 2 of the New Ballas Road Improvement Project.

In response to a question from Council Member Spence regarding the scope of the project, Mr. Mulligan summarized that the project will involve asphalt resurfacing, curb repairs, signal upgrades at the intersection of Ladue Road and New Ballas Road, and sidewalk accessibility improvements extending from Ladue Road to Magna Carta Drive.

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

Council Member Spence's vote was inadvertently skipped.

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

16. Resolution No. 1825 - A Resolution of the City Council of the City of Creve Coeur, Missouri, authorizing the execution of an agreement with MGT Impact Solutions for Executive Search Services for the position of City Administrator for an amount not to exceed \$38,500.00.

City Clerk read Resolution No. 1825.

Interim City Administrator Sharon Stott provided an overview of the proposed agreement, which includes a 12-month guarantee in terms of a second search if selected candidate does not remain in the position. She noted that contingency funds have been allocated to cover consultant travel, advertising, and candidate



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assessments. The estimated timeline for completing the executive search process is approximately 14 weeks.

Council Member Saunders shared that he participated in the 2018 executive search for a City Administrator and was impressed with Project Lead Lee Szymborski. Council Member Manlin agreed, stating that the consulting team has a solid understanding of the City's needs, the responsibilities of the position, and the organizational culture.

In response to a question from Council Member Greer, Ms. Stott explained that MGT Impact Solutions recently acquired GovHR, the firm previously used for the City Administrator search and the most recent Chief of Police search. She clarified that GovHR was responsible for conducting only the assessment portion of the chief search.

RESULT: APPROVED (UNANIMOUS)

MOVER: Saunders

SECONDER: Manlin

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

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

17. Resolution No. 1826 - A Resolution of the City Council of the City of Creve Coeur, Missouri, confirming and making public previously established methods of disclosing potential conflicts of interest and substantial interests pursuant to section 105.485 of the Revised Statutes of Missouri.

City Clerk read Resolution No. 1826.

City Attorney Carl Lumley stated that the Resolution is required by the Missouri Ethics Commission to be submitted biennially and pertains to potential conflicts of interest and personal financial disclosure reports.

RESULT: APPROVED (UNANIMOUS)

MOVER: Saunders

SECONDER: Greer

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

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

BUSINESS FROM MAYOR AND CITY COUNCIL



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18. Council Liaison Reports

Council Member Spence reported that the Energy and Environment Committee recently met to discuss the solar panel installation recommendations that were presented during the Work Session held prior to the regular Council meeting.

BUSINESS FROM CITY ADMINISTRATOR

19. 4th Quarter Financial Report as of June 30, 2025.

Director of Finance Lori Obermoeller presented the preliminary FY2025 Fourth Quarter Financial Report. She noted a correction to the memorandum and reported that General Fund revenues are up by \$439,562 compared to the previous fiscal year. This increase is primarily attributed to higher interest income and other revenue sources. Expenditures have risen due to salary adjustments and near-full staffing levels; however, the General Fund is still projected to end the fiscal year with a surplus.

Ms. Obermoeller stated that the Municipal Enterprise Fund is also currently operating in a surplus. She explained that both the Capital Fund and the Parks & Stormwater Fund include several carryover projects from the previous fiscal year. Although both were originally budgeted with deficits, current projections indicate they will end the year with surpluses.

The Sewer Lateral Fund, however, experienced a deficit due to a rise in reimbursement requests. The Public Safety Sales Tax Fund is expected to end with a surplus, supported in part by new revenue from the recently implemented marijuana sales tax.

ADJOURNMENT

RESULT: APPROVED (UNANIMOUS)

MOVER: Manlin

SECONDER: Berry

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

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

The meeting adjourned at 8:46 p.m.



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Submitted by:

Kellie Henke
City Clerk

Dr. Robert Hoffman
Mayor

DRAFT

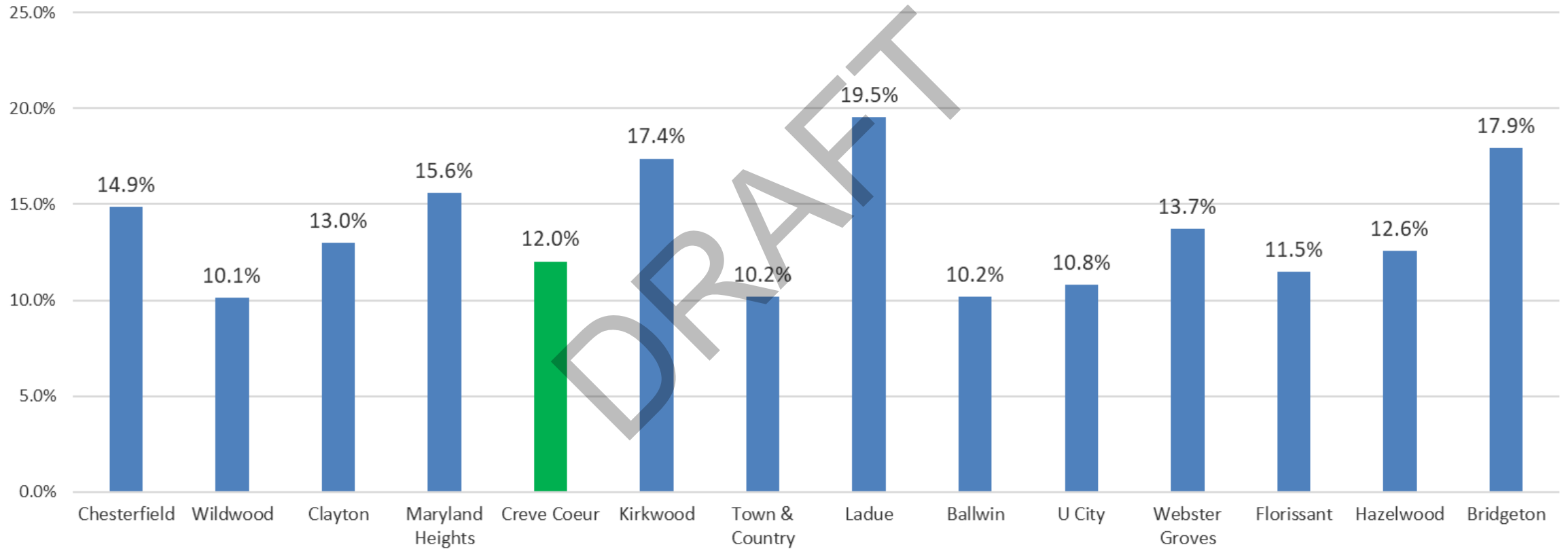


Exhibit A

2025 Property Tax Levy & Public Hearing

Monday, August 25, 2025

% Change from 2024 Post BOE Assessed Valuation among 14 Surrounding Cities





	Current 2024		Proposed 2025	
	<u>Tax Rate</u>	<u>Debt Levy</u>	<u>Tax Rate</u>	<u>Debt Levy</u>
Residential	.068	.082	.062	.082
Commercial	.078	.082	.071	.082
Agricultural	.056	.082	.056	.082
Personal*	.000	.082	.000	.082

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

Revenue Projections for General Fund and Debt Service Fund

	2024 Rate	2024 General Fund Revenue	2024 Debt Revenue	2025 Rate	2025 General Fund Revenue	2025 Debt Revenue
Residential	0.150	498,446	601,068	0.144	513,051	678,551
Commercial	0.160	341,251	358,752	0.153	364,821	421,343
Agricultural	0.138	2	3	0.138	2	3
Personal Property	0.082	0	132,151	0.082	0	123,310
		* 839,700	* 1,091,973		* 877,874	* 1,223,207
* Prior to Uncollectibles						

	Dollars	Percentage
Source of Revenue Increase		
Increase Based on New Construction	\$14,134	1.68%
Increase in Assessed Valuation	\$24,040	2.86%
	\$38,174	4.55%

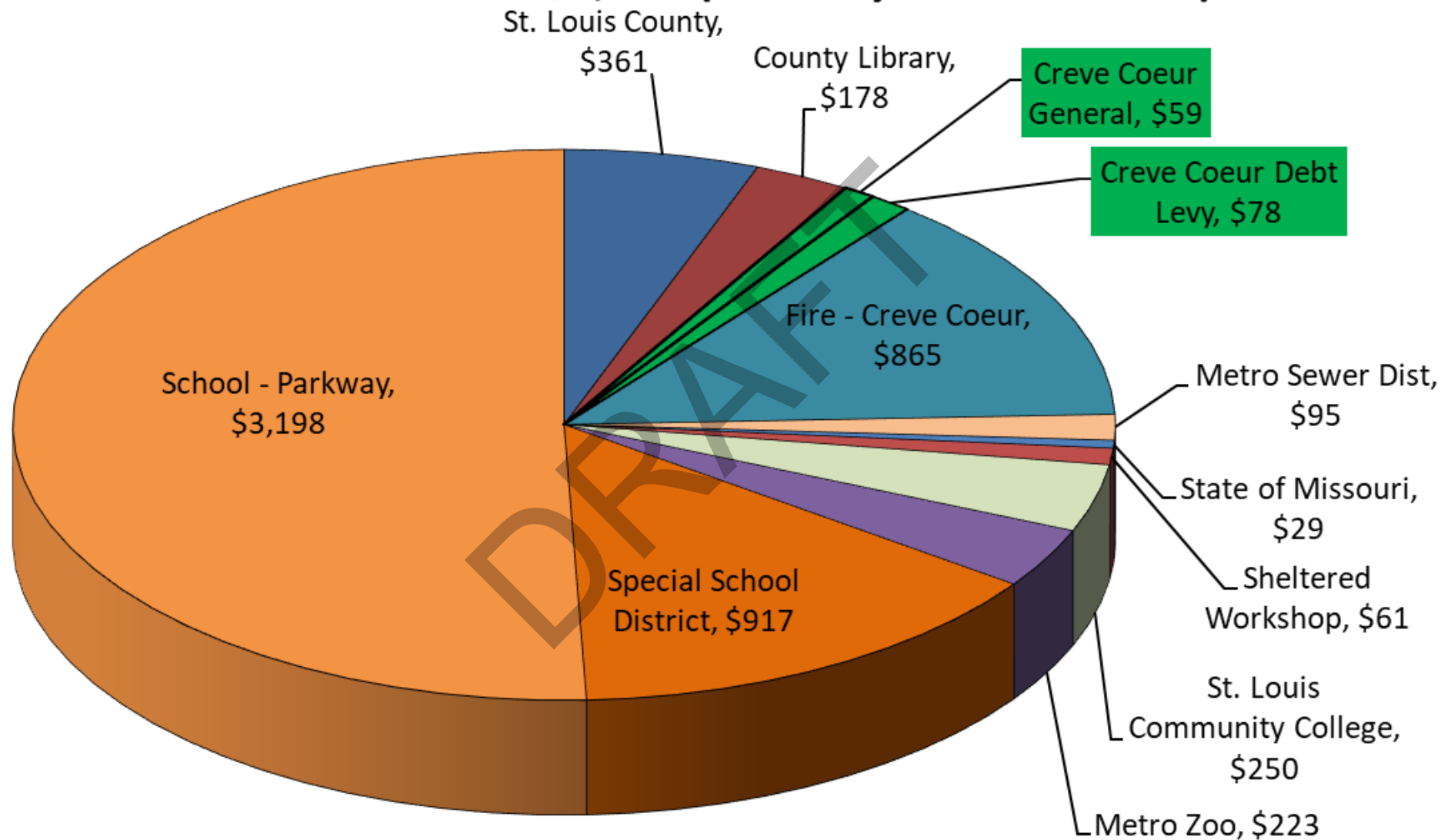
Where Does My Property Tax Go?

(Based on \$500,000 Home)

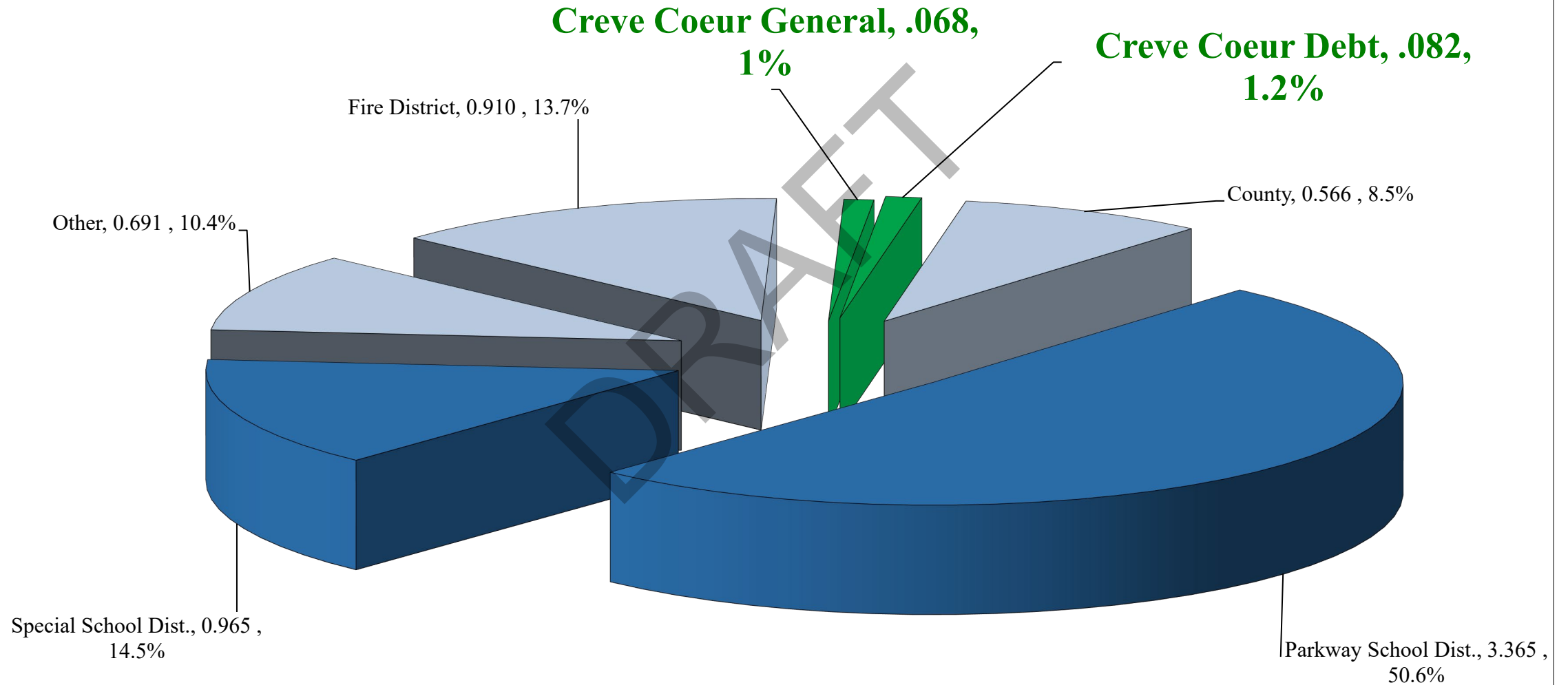


Tax Entity	Rate	Cost
Parkway School District	3.3654	\$3,198
Ladue School District	3.6100	\$3,430
Special School District	0.9648	\$917
Creve Coeur Fire District	0.9100	\$865
St. Louis County	0.3790	\$361
Metro Zoo	0.2347	\$223
Library	0.1870	\$178
Community College	0.2628	\$250
Sewer	0.0997	\$95
Sheltered Workshop	0.0640	\$61
City of Creve Coeur	0.0620	\$59
City of Creve Coeur Debt Levy	0.0820	\$78
State	0.0300	\$29
Total Tax Parkway	6.6414	\$6,314
Total Tax Ladue	6.8852	\$6,546

Tax Amounts for \$500K Home, Total Taxes Paid \$6,314 (Parkway School District)

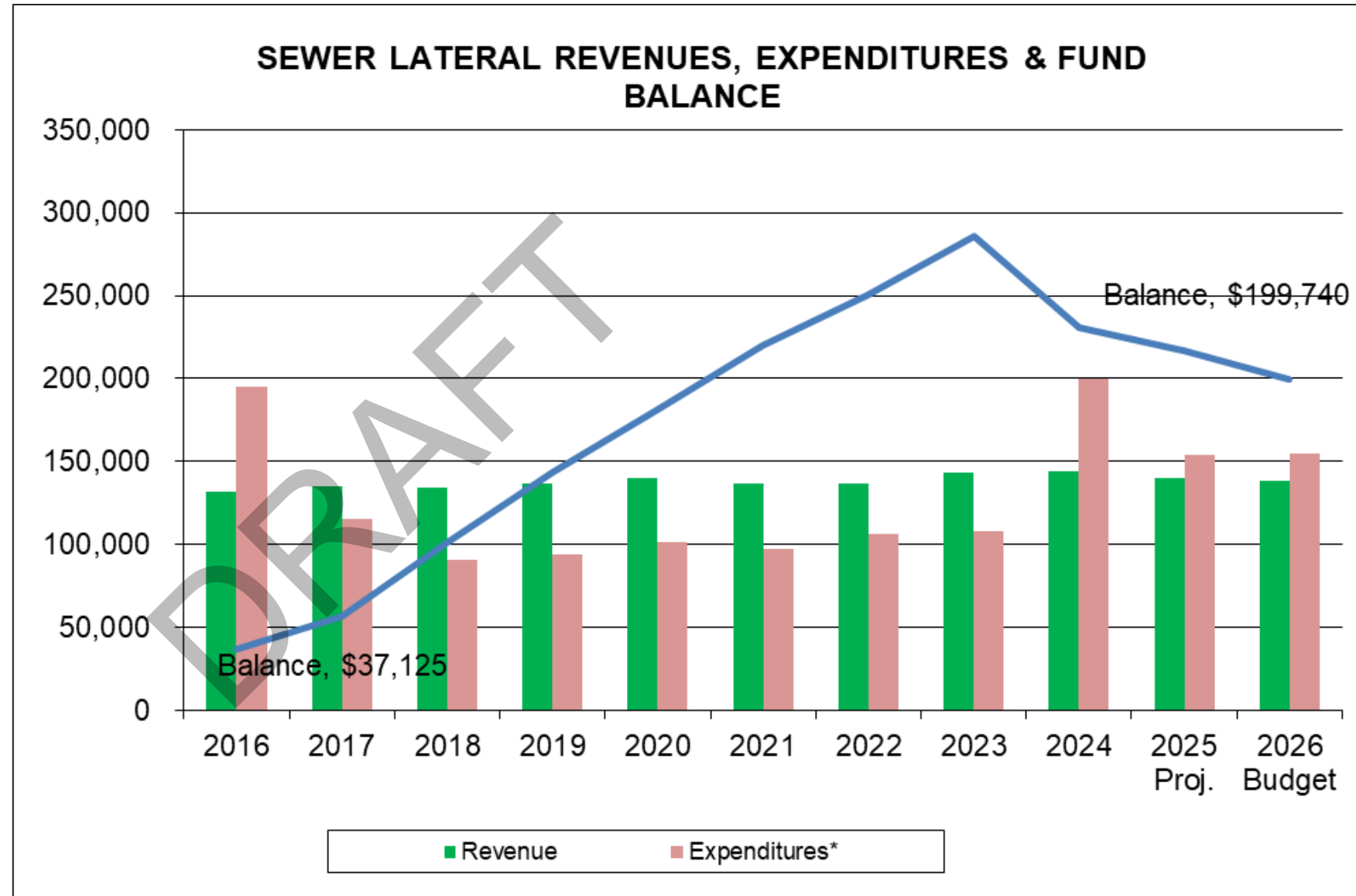


Creve Coeur is only **2.2%** of the 2025 Residential Tax Bill (includes Debt Levy)

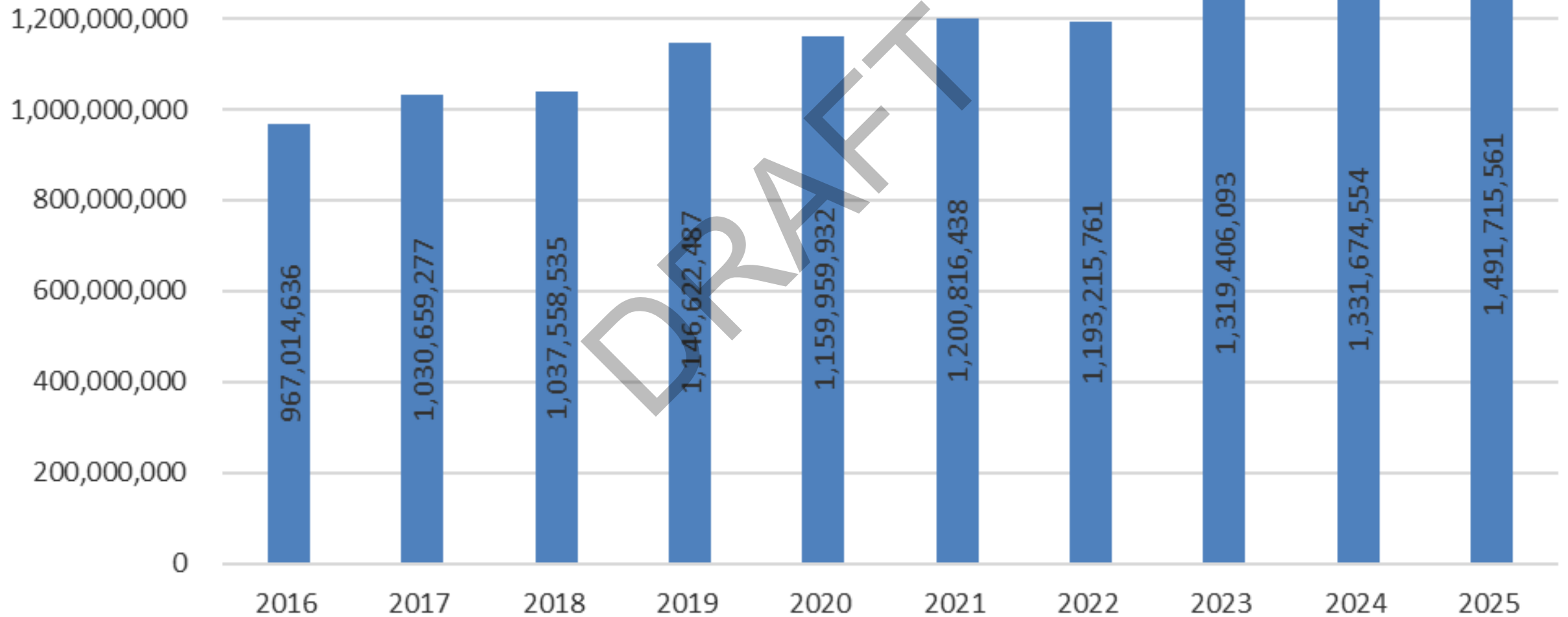




- 1999 - Residents approved \$28 Fee; 80% Reimbursement up to \$7,500
- 2012 - Lowered Fee to \$18
- 2016 - Reverted Fee back to \$28
- 2017 – Lowered Reimbursement from 80% to 50%
- 10/1/23 – Increased Reimbursement from 50% to 70%



Creve Coeur's Assessed Valuation 2016-2025





Defeasance Escrow

- City Council Approved a Defeasance November 2022
- Allows the City to Continue to Charge the Original Debt Service Levy of \$.082 per \$100 of AV
 - Don't have to Reduce the Debt Service Levy
 - Any Excess funds are put in the Defeasance Escrow to Pay Down Debt
- Provides Redemption of Outstanding Bonds prior to the 1st Call Date of March 2025
- Only 1 Defeasance was necessary



2017 General Obligation Bond \$1M Excess Proceeds

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

- City Council decided to use the Excess Funds to pay down the debt
- \$1,455,000 in FY 2026 for Bond Redemption
- \$635,000 additional Bond Redemption by March 2026
- Debt Schedule Reduced by 4 Years



General Obligation (GO) Bond For City Hall

- Estimated Total Cost for New City Hall - \$22M
- Fund \$10M with General Fund Reserves
 - FY2026 - \$8M Set Aside in Reserves
 - FY2027 – FY2028 includes additional \$1M each year
- Issue \$12M GO Bond with No Tax Increase



Questions and Answers



MEMORANDUM

DATE: September 17, 2025

TO: Sharon Stott, City Administrator

FROM: Lori Obermoeller, Director of Finance

SUBJECT: Invoices Paid Listing

For your information and transmittal to the City Council, attached is a list of paid invoices from August 21, 2025 to September 17, 2025 in the amount of \$2,166,040.06.



Creve Coeur, MO

Council Report of Invoices Paid Listing

By Fund

Payment Dates 8/21/2025 - 9/17/2025

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
Fund: 01 - GENERAL FUND						
PAYROLL MS CONTRIBUTION	INV0002556	08/29/2025	ICMA ROTH IRA %	01-2319	DFT0011282	181.39
PAYROLL MS CONTRIBUTION	INV0002557	08/29/2025	MS ROTH IRA CATCHUP\$	01-2318	DFT0011283	40.00
PAYROLL MS CONTRIBUTION	INV0002557	08/29/2025	ICMA ROTH 457 \$	01-2318	DFT0011283	2,517.31
PAYROLL MS CONTRIBUTION	INV0002557	08/29/2025	ICMA ROTH 457 %	01-2318	DFT0011283	5,379.50
PAYROLL MS CONTRIBUTION	INV0002557	08/29/2025	ICMA ROTH IRA \$	01-2319	DFT0011283	477.70
PAYROLL MS CONTRIBUTION	INV0002557	08/29/2025	ICMA 457 \$	01-2322	DFT0011283	7,097.06
PAYROLL MS CONTRIBUTION	INV0002557	08/29/2025	ICMA 457 %	01-2322	DFT0011283	3,027.34
PAYROLL MS CONTRIBUTION	INV0002557	08/29/2025	ICMA 457 \$	01-2322	DFT0011283	403.86
VOYA	INV0002558	08/29/2025	VOYA 457 %	01-2321	DFT0011284	118.76
VOYA	INV0002558	08/29/2025	VOYA 457\$	01-2321	DFT0011284	288.00
VOYA	INV0002558	08/29/2025	VOYA 457 %	01-2321	DFT0011284	504.22
DEPARTMENT OF TREASURY	INV0002559	08/29/2025	SOCIAL SECURITY	01-2102	DFT0011285	45,499.42
DEPARTMENT OF TREASURY	INV0002559	08/29/2025	MEDICARE	01-2103	DFT0011285	10,641.02
DEPARTMENT OF TREASURY	INV0002559	08/29/2025	FEDERAL WITHHOLDING	01-2104	DFT0011285	37,268.49
PAYROLL MISSOURI	INV0002560	08/29/2025	STATE WITHHOLDING	01-2105	DFT0011286	13,073.00
WITHHOLDING TAXES						
DEPARTMENT OF TREASURY	INV0002561	08/29/2025	SOCIAL SECURITY	01-2102	DFT0011287	654.94
DEPARTMENT OF TREASURY	INV0002561	08/29/2025	MEDICARE	01-2103	DFT0011287	153.16
PAYROLL MISSOURI	INV0002562	08/29/2025	STATE WITHHOLDING	01-2105	DFT0011288	1.00
WITHHOLDING TAXES						
ST LOUIS AREA HEALTH	0925	09/03/2025	GROUP HEALTH SEP 25	01-2211	2436	129,817.35
INSURANCE TRUST MEDICAL						
ST LOUIS AREA HEALTH	0925	09/03/2025	GROUP HEALTH SEP 25	01-2225	2436	3,662.82
INSURANCE TRUST MEDICAL						
LAGERS	9103-AUG 25	09/05/2025	LAGERS PAYMENT AUG 25	01-2317	DFT0011328	206,854.19
WEST CENTRAL DISPATCH	TRANSFER-09/08/25	09/08/2025	CARRIE BANKS INSURANCE	01-2844	2442	376.85
CENTER						
STANDARD INSURANCE	160-763511-00001-SEP 25	09/10/2025	DENTAL SEP 25	01-2213	2471	6,519.98
COMPANY						
STANDARD INSURANCE	160-763511-00002-SEP 25	09/10/2025	COBRA DENTAL SEP 25	01-2226	2471	266.79
COMPANY						
FIDELITY SECURITY LIFE	166967057	09/10/2025	COBRA VISION SEP 25	01-2224	2451	47.51
INSURANCE COMPANY						
FIDELITY SECURITY LIFE	166969374	09/10/2025	VISION SEP 25	01-2218	2451	942.56
INSURANCE COMPANY						
REITZ & JENS INC	17083	09/10/2025	OLIA VILLAGE SERVICES THR	01-2806	2469	3,401.00
HR GREEN INC	192164	09/10/2025	OLIVE & GRAESER TASK ORD	01-2811	68919	705.00

Council Report of Invoices Paid Listing
Payment Dates: 8/21/2025 - 9/17/2025

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
MISSOURI DEPARTMENT OF REVENUE	CVC-AUG 25	09/10/2025	CRIME VICTIMS COMPENSAT	01-2413	68925	22.50
MISSOURI DEPARTMENT OF REVENUE	CVC-AUG 25	09/10/2025	MISC POLICE FUND REVENU	01-4604	68925	-1.11
WASHINGTON NATIONAL INS CO	P2571449	09/10/2025	WG00006955, 02413 SEP 25	01-2215	2476	367.80
MISSOURI DEPARTMENT OF REVENUE	POST-AUG 25	09/10/2025	POST COMMISSION FUND A	01-2412	68924	3.00
QUADIENT FINANCE USA INC	PPLN01-06/15/25	09/10/2025	7900044080159662 PREPAID	01-1652	2478	-214.75
QUADIENT FINANCE USA INC	PPLN01-08/15/25	09/10/2025	7900044080159662 PREPAID	01-1652	2478	3,000.00
PARTNERS IN MEDICINE LLC	REFUND-08/12/25	09/10/2025	BL FEE REFUND - PAID TWICE	01-4402	68926	50.00
RELIABLE HEATING AND COOLING	REFUND-09/09/25	09/10/2025	REFUND OF MECHANICAL FE	01-4420	68929	80.00
PAYROLL MS CONTRIBUTION	INV0002568	09/12/2025	ICMA ROTH IRA %	01-2319	DFT0011365	235.71
MOST MISSOURIS 529 SAVINGS PLAN	INV0002569	09/12/2025	MOST 529 COLLEGE SAVINGS	01-2323	DFT0011366	525.00
PAYROLL MS CONTRIBUTION	INV0002570	09/12/2025	MS ROTH IRA CATCHUP\$	01-2318	DFT0011367	40.00
PAYROLL MS CONTRIBUTION	INV0002570	09/12/2025	ICMA ROTH 457 %	01-2318	DFT0011367	5,790.62
PAYROLL MS CONTRIBUTION	INV0002570	09/12/2025	ICMA ROTH 457 \$	01-2318	DFT0011367	2,517.31
PAYROLL MS CONTRIBUTION	INV0002570	09/12/2025	ICMA ROTH IRA \$	01-2319	DFT0011367	477.70
PAYROLL MS CONTRIBUTION	INV0002570	09/12/2025	ICMA 457 %	01-2322	DFT0011367	3,197.64
PAYROLL MS CONTRIBUTION	INV0002570	09/12/2025	ICMA 457 \$	01-2322	DFT0011367	403.86
PAYROLL MS CONTRIBUTION	INV0002570	09/12/2025	ICMA 457 \$	01-2322	DFT0011367	7,097.06
VOYA	INV0002571	09/12/2025	VOYA 457 %	01-2321	DFT0011368	504.22
VOYA	INV0002571	09/12/2025	VOYA 457\$	01-2321	DFT0011368	288.00
VOYA	INV0002571	09/12/2025	VOYA 457 %	01-2321	DFT0011368	118.76
DEPARTMENT OF TREASURY	INV0002572	09/12/2025	SOCIAL SECURITY	01-2102	DFT0011369	45,274.50
DEPARTMENT OF TREASURY	INV0002572	09/12/2025	MEDICARE	01-2103	DFT0011369	10,588.30
DEPARTMENT OF TREASURY	INV0002572	09/12/2025	FEDERAL WITHHOLDING	01-2104	DFT0011369	37,552.64
PAYROLL MISSOURI WITHHOLDING TAXES	INV0002573	09/12/2025	STATE WITHHOLDING	01-2105	DFT0011370	13,022.00
						610,860.98
						610,860.98

Department: 11 - LEGISLATIVE SERVICES
Division: 12 - MAYOR AND CITY COUNCIL

ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	Dinner 7.28.25 w/o tax- refu	01-11-12-6264	DFT0011268	633.20
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	Council Dinner 7.28.25	01-11-12-6264	DFT0011268	12.47
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	Council Dinner 7.28.25	01-11-12-6264	DFT0011268	29.45
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	CCO Luncheon - CM Greer	01-11-12-6264	DFT0011268	26.00

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	Donuts-Coffee w/ the Mayor	01-11-12-6264	DFT0011268	49.42
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	Council Dinner 7.28.25	01-11-12-6264	DFT0011268	279.51
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	Council Dinner 7.14.25	01-11-12-6264	DFT0011268	690.11
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	Plein air art event - award rib	01-11-12-7315	DFT0011268	-39.40
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	CITY ADMINISTRATOR CELEB	01-11-12-7315	DFT0011268	200.98
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	CITY ADMINISTRATOR CELEB	01-11-12-7315	DFT0011268	112.00
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	Plein air art event - award rib	01-11-12-7315	DFT0011268	110.51
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	Supplies - M. Perkins Farewel	01-11-12-7315	DFT0011268	17.44
MISSOURI DEPARTMENT OF CONSERVATION	03292-2026BU	09/17/2025	TREES FOR ARBOR DAY EVEN	01-11-12-7315	68951	126.50
SLMD INC	254091	09/17/2025	YEARLY PLATES FOR CHAMBE	01-11-12-7304	2500	205.00
KIM R BENE	ART-09/11/25	09/17/2025	PLEIN ART EVENT WINNINGS	01-11-12-7315	68947	250.00
GARY BEAZLEY	ART-09/11/25	09/17/2025	PLEIN ART EVENT WINNINGS	01-11-12-7315	68944	750.00
ANN M SCHEUMBAUER	ART-09/11/25	09/17/2025	PLEIN ART EVENT WINNINGS	01-11-12-7315	68939	500.00
Division 12 - MAYOR AND CITY COUNCIL Total:						3,953.19
Division: 13 - CITY CLERK						
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	Athenian Dialogue Supplies-	01-11-13-6261	DFT0011268	31.42
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	Athenian Dialogue- Clerk Trai	01-11-13-6261	DFT0011268	80.00
MCLAUGHLIN COURT REPORTING SERVICES INC	090625-1	09/10/2025	PUBLIC HEARING - TAX RATE/	01-11-13-6202	2459	221.60
Division 13 - CITY CLERK Total:						333.02
Department 11 - LEGISLATIVE SERVICES Total:						4,286.21
Department: 12 - ADMINISTRATION						
Division: 10 - LEGAL						
TUETH KEENEY COOPER	123685	08/27/2025	BOA ADJUSTMENT - SCHUST	01-12-10-6201	68900	890.91
MOHAN & JACKSTADT PC						
CURTIS HEINZ GARRETT AND OKEEFE PC	191340-191344	09/10/2025	CITY ATTORNEY NON-RETAIN	01-12-10-6201	2447	4,272.00
CURTIS HEINZ GARRETT AND OKEEFE PC	191340-191344	09/10/2025	CITY ATTORNEY RETAINER M	01-12-10-6201	2447	5,500.00
CURTIS HEINZ GARRETT AND OKEEFE PC	191340-191344	09/10/2025	MUNICIPAL PROSECUTION R	01-12-10-6201	2447	3,000.00
CURTIS HEINZ GARRETT AND OKEEFE PC	191340-191344	09/10/2025	PROSECUTING ATTORNEY AS	01-12-10-6201	2447	998.50

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
CURTIS HEINZ GARRETT AND OKEEFE PC	191340-191344	09/10/2025	MUNICIPAL PROSECUTION N	01-12-10-6201	2447	559.46
Division 10 - LEGAL Total:						15,220.87
Division: 11 - ADMINISTRATIVE						
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	Equifax Credit Reports	01-12-11-6202	DFT0011268	46.22
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	MACHS Background Checks	01-12-11-6202	DFT0011268	30.85
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	Facebook ad - Plein air art ev	01-12-11-6260	DFT0011268	4.07
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	Facebook ad - Plein air art ev	01-12-11-6260	DFT0011268	1.68
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	St. Louis Post Dispatch Subsc	01-12-11-6262	DFT0011268	29.96
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	WSJ Subscription	01-12-11-6262	DFT0011268	20.00
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	3CMA annual membership fe	01-12-11-6262	DFT0011268	400.00
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	Business e-newsletter month	01-12-11-6262	DFT0011268	81.00
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	Agenda Review	01-12-11-6264	DFT0011268	68.98
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	Agenda Review	01-12-11-6264	DFT0011268	56.42
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	Mis-charge - Check written t	01-12-11-6264	DFT0011268	41.06
T MOBILE USA	971998911-08/21/25	08/27/2025	CITY PHONES ADMIN 7/21/2	01-12-11-6253	68899	32.18
M.C.I. PRINTING INC	66279	09/03/2025	Newsletter Printing SEP 25	01-12-11-6203	2429	1,700.00
RICHARD DECOLLO	8303	09/03/2025	NEWSLETTER MAILING SEP 2	01-12-11-6203	68910	254.70
MERCY CORPORATE HEALTH	767895	09/17/2025	PRE-EMPLOYMENT SCREENI	01-12-11-6271	68950	55.25
MERCY CORPORATE HEALTH	768884	09/17/2025	PRE-EMPLOYMENT SCREENI	01-12-11-6271	68950	55.25
MERCY CORPORATE HEALTH	769083	09/17/2025	PRE-EMPLOYMENT SCREENI	01-12-11-6271	68950	55.25
MERCY CORPORATE HEALTH	769330	09/17/2025	PRE-EMPLOYMENT SCREENI	01-12-11-6271	68950	55.25
MERCY CORPORATE HEALTH	770778	09/17/2025	PRE-EMPLOYMENT SCREENI	01-12-11-6271	68950	119.00
ASI	A000178625hcIK0	09/17/2025	HRA & FSA ADMIN FEES AUG	01-12-11-6203	2480	469.00
Division 11 - ADMINISTRATIVE Total:						3,576.12
Division: 14 - MUNICIPAL COURT						
INTERNATIONAL LANGUAGE SCHOOL	755029	08/27/2025	INTERPRETING SERVICES FO	01-12-14-6201	2398	90.00
T MOBILE USA	971998911-08/21/25	08/27/2025	CITY PHONES COURT 7/21/2	01-12-14-6253	68899	24.75
MARY LEIGHTON BRUNTRAGER	JUDGE-07/25/25	08/27/2025	PROVISIONAL JUDGE 6/25 VI	01-12-14-6201	2402	500.00
MARY LEIGHTON BRUNTRAGER	REFUND-05/21/25	08/27/2025	2025 MMACJA SPRING CONF	01-12-14-6265	2402	345.00
JODY CASWELL	REFUND-08/15/25	08/27/2025	MSLACA MEETING EMPLOYE	01-12-14-6264	68889	40.00

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
JODY CASWELL	REFUND-6/13/25	08/27/2025	MSLACA MEETING EMPLOYE	01-12-14-6264	68889	40.00
Division 14 - MUNICIPAL COURT Total:						1,039.75
Department 12 - ADMINISTRATION Total:						19,836.74
Department: 13 - FINANCE						
Division: 11 - ADMINISTRATIVE						
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	GFOA BUDGET AWARD	01-13-11-6202	DFT0011268	345.00
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	GFOA NATIONAL CONFEREN	01-13-11-6265	DFT0011268	960.06
T MOBILE USA	971998911-08/21/25	08/27/2025	CITY PHONES FIN 7/21/25-8/	01-13-11-6253	68899	24.75
PAYROLL MISSOURI	INV0002560	08/29/2025	STATE WITHHOLDING	01-13-11-6202	DFT0011286	0.50
WITHHOLDING TAXES						
PAYROLL MISSOURI	INV0002573	09/12/2025	STATE WITHHOLDING	01-13-11-6202	DFT0011370	0.50
WITHHOLDING TAXES						
Division 11 - ADMINISTRATIVE Total:						1,330.81
Division: 15 - INTERDEPARTMENTAL						
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	FY25 t-mobile bill for 5-21-25	01-13-15-6253	DFT0011268	799.59
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	FY25 t-mobile bill for 6-21-25	01-13-15-6253	DFT0011268	818.07
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	ITEMS FOR WELLNESS EVENT	01-13-15-6272	DFT0011268	3.50
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	PLANNER FOR PD & CERTIFIC	01-13-15-7312	DFT0011268	38.84
ODP BUSINESS SOLUTIONS LLC	423423739001-2	08/27/2025	TONER NOT PAID FOR ON OR	01-13-15-7312	2406	245.89
ODP BUSINESS SOLUTIONS LLC	430030122001	08/27/2025	THERMAL PAPER, BLACK HY I	01-13-15-7312	2406	406.82
ODP BUSINESS SOLUTIONS LLC	430661693001	08/27/2025	BREAKAWAY LANYARD	01-13-15-7304	2406	3.63
ODP BUSINESS SOLUTIONS LLC	432276504001	08/27/2025	CALENDAR AND POST IT NOT	01-13-15-7312	2406	139.21
ODP BUSINESS SOLUTIONS LLC	432401896001	08/27/2025	MAGENTA TONER	01-13-15-7312	2406	206.51
ODP BUSINESS SOLUTIONS LLC	432426821001	08/27/2025	BREAKAWAY LANYARD	01-13-15-7304	2406	4.13
ODP BUSINESS SOLUTIONS LLC	436921721001	08/27/2025	4 PACK TONER	01-13-15-7312	2406	561.02
ODP BUSINESS SOLUTIONS LLC	436922090001	08/27/2025	HANGING POLY TABS	01-13-15-7312	2406	6.03
ST LOUIS AREA HEALTH INSURANCE TRUST MEDICAL	0925	09/03/2025	GROUP HEALTH SEP 25	01-13-15-5230	2436	-200.00
ST LOUIS AREA HEALTH INSURANCE TRUST MEDICAL	0925	09/03/2025	GROUP HEALTH SEP 25	01-13-15-5230	2436	17,733.27

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
ODP BUSINESS SOLUTIONS LLC	436381975001	09/03/2025	BLACK TONER	01-13-15-7312	2432	98.62
KONICA MINOLTA BUSINESS SOLUTIONS	503946011	09/03/2025	ADMIN COPIER MAINTENAN	01-13-15-6213	68907	66.00
ODP BUSINESS SOLUTIONS LLC	435907811001	09/10/2025	RED FOLDERS, THERMAL PAP	01-13-15-7312	2466	75.81
ODP BUSINESS SOLUTIONS LLC	437100240001	09/10/2025	POST ITS, MEMO PADS, STEN	01-13-15-7312	2466	54.93
ODP BUSINESS SOLUTIONS LLC	437102309001	09/10/2025	POST ITS	01-13-15-7312	2466	12.82
QUADIENT LEASING USA INC	62180348	09/10/2025	41614994-1074152 6218034	01-13-15-6266	2468	50.00
CHARTER COMMUNICATION	173940501090125	09/17/2025	PD PRI FIBER SEP 25	01-13-15-6253	2486	1,637.12
CHARTER COMMUNICATION	173941901090125	09/17/2025	PW GARAGE LAN INTERNET	01-13-15-6255	2482	328.09
CHARTER COMMUNICATION	173957701090125	09/17/2025	ANALOG & PW GARAGE CON	01-13-15-6253	2481	100.00
CHARTER COMMUNICATION	173957901090125	09/17/2025	CITY HALL TV WIFI SEP 25	01-13-15-6253	2485	267.16
CHARTER COMMUNICATION	173957901090125	09/17/2025	CITY HALL TV WIFI SEP 25	01-13-15-6255	2485	110.00
QUADIENT FINANCE USA INC	17819511	09/17/2025	INK CARTRIDGES FOR METER	01-13-15-7304	2497	351.50
AT&T	314983-27050760-09/07/25	09/17/2025	MONITOR LINE ICE ARENA 9/	01-13-15-6253	68940	214.82
Division 15 - INTERDEPARTMENTAL Total:						24,133.38
Division: 51 - MIS OPERATIONS						
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	DP hdmi adapters and cables	01-13-51-6213	DFT0011268	73.45
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	iphone case - pw garage	01-13-51-6213	DFT0011268	26.94
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	zoom subscription	01-13-51-7332	DFT0011268	63.99
DELL MARKETING LP	10831316557	08/27/2025	(4) DELL DESKTOPS - PD/COU	01-13-51-7331	2392	5,945.36
T MOBILE USA	971998911-08/21/25	08/27/2025	CITY PHONES MIS 7/21/25-8	01-13-51-6253	68899	24.75
WINNING TECHNOLOGIES IN	33650	09/03/2025	IT PROFESSIONAL SERVICES S	01-13-51-6202	2441	803.50
WINNING TECHNOLOGIES IN	33770	09/10/2025	SENTINEL ONE AUG 25	01-13-51-7332	2477	575.00
CDW LLC	AF65E8U	09/10/2025	(4) VIEWSONIC VA2447 MO	01-13-51-7331	2445	379.96
Division 51 - MIS OPERATIONS Total:						7,892.95
Department 13 - FINANCE Total:						33,357.14
Department: 14 - COMMUNITY SERVICES						
Division: 11 - ADMINISTRATIVE						
JASON NELSON	100	09/03/2025	SEPT. CONCERT SERIES BAND	01-14-11-6202	2427	1,200.00
BEGINNERS WORLD TENNIS	122	09/03/2025	AUGUST TENNIS INSTRUCTIO	01-14-11-6202	2420	770.00
MYRLYNN HENLEY	131A	09/03/2025	TAI CHI INSTRUCTION [MM/	01-14-11-6202	2430	530.70
DOUGLAS VENTURES LLC	509221224-057	09/03/2025	SEPT WEEKEND PARK CLEANI	01-14-11-6203	2423	460.43
GLOBAL PAYMENTS INC	4100185464	09/17/2025	ANNUAL MAINT. FEE 2025-2	01-14-11-6213	2490	2,813.03
Division 11 - ADMINISTRATIVE Total:						5,774.16
Department 14 - COMMUNITY SERVICES Total:						5,774.16

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
Department: 16 - MUNICIPAL FACILITIES MAINTENANCE						
Division: 11 - ADMINISTRATIVE						
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	WOOD DOLLY MAINT AT G.C.	01-16-11-6212	DFT0011268	39.21
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	SHELVING FOR ARCHIVES RO	01-16-11-6212	DFT0011268	724.57
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	LOUNGE SUPPLIES FOR CITY	01-16-11-7304	DFT0011268	247.68
MISSOURI AMERICAN WATER CO	1017-210013915103-08/01/	08/25/2025	300 N NEW BALLAS RD DOM	01-16-11-6254	DFT0011271	1,478.12
SPIRE	5003001000-08/14/25	08/25/2025	300 N NEW BALLAS CITY HAL	01-16-11-6252	DFT0011273	111.20
UNIFIRST CORPORATION	1880200950	08/27/2025	MAINTENANCE UNIFORMS	01-16-11-7308	2413	10.02
UNIFIRST CORPORATION	1880202188	08/27/2025	MAINTENANCE UNIFORMS	01-16-11-7308	2413	10.02
RENTOKIL NORTH AMERICA INC	81586611	08/27/2025	PEST CONTROL MAINT - GC	01-16-11-6212	2410	112.20
T MOBILE USA	971998911-08/21/25	08/27/2025	CITY PHONES BLDG MAINT 7	01-16-11-6253	68899	24.75
HARTKE NURSERY INC	VZMX3HREAADCJ	08/29/2025	GARDEN PLANTS	01-16-11-6212	68903	15.90
LOCAL CLEANERS LLC	000476	09/03/2025	CLEANING SERVICES - LOCAL	01-16-11-6212	2428	3,000.00
METROPOLITAN ST LOUIS SEWER DISTRICT	1482769-5-08/15/25	09/04/2025	300 N NEW BALLAS RD 6/30/	01-16-11-6254	DFT0011318	172.20
METROPOLITAN ST LOUIS SEWER DISTRICT	293691	09/08/2025	0247372-6: 300 N NEW BALL	01-16-11-6254	DFT0011341	360.54
SHERWIN WILLIAMS	0717-1	09/10/2025	PAINT, PAIL AND LINER AT G.	01-16-11-6212	68930	69.93
UNIFIRST CORPORATION	1880203518	09/10/2025	MAINTENANCE UNIFORMS	01-16-11-7308	2474	10.02
UNIFIRST CORPORATION	1880204681	09/10/2025	MAINTENANCE UNIFORMS	01-16-11-7308	2474	10.02
AUTHORIZED ELEVATOR	3020	09/10/2025	QUARTERLY SERVICE AT G.C.	01-16-11-6211	68916	225.00
DEKA SERVICE	40902378	09/10/2025	REPLACE VFD ON COLLING T	01-16-11-6211	68917	5,523.75
DEKA SERVICE	41878613	09/10/2025	CITY HALL COMPRESSOR ISS	01-16-11-6211	68917	315.51
WALTER KNOLL FLORIST	INV27324	09/10/2025	PLANT MAINTENANCE OCTO	01-16-11-6212	68934	80.00
AMERENUE	55031-62002-08/31/25	09/12/2025	ELECTRIC CITY HALL JUL-AUG	01-16-11-6250	DFT0011380	7,263.51
HOME DEPOT CREDIT SERVICES	4613399	09/16/2025	MISC SUPPLIES FOR CITY HAL	01-16-11-6212	68936	34.94
HOME DEPOT CREDIT SERVICES	612797	09/16/2025	MAINT SUPPLIES FOR CITY H	01-16-11-6212	68936	83.36
UNIFIRST CORPORATION	1880205917	09/17/2025	MAINTENANCE UNIFORMS	01-16-11-7308	2501	10.02

Division 11 - ADMINISTRATIVE Total: 19,932.47

Department 16 - MUNICIPAL FACILITIES MAINTENANCE Total: 19,932.47

Department: 21 - POLICE

Division: 11 - ADMINISTRATIVE

ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	MAILED DVDS FOR A CASE	01-21-11-6211	DFT0011268	6.14
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	POST DISPATCH MONTHLY S	01-21-11-6262	DFT0011268	16.96

Council Report of Invoices Paid Listing

Payment Dates: 8/21/2025 - 9/17/2025

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	4-FBINAA MONTHLY MEETIN	01-21-11-6264	DFT0011268	60.00
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	FBI-NAA MEETING - KONCKI	01-21-11-6264	DFT0011268	30.00
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	FBINAA FALL RETRAINER-RO	01-21-11-6265	DFT0011268	200.00
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	REGISTRATION FOR FBINAA	01-21-11-6265	DFT0011268	200.00
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	CJIS CONF REGISTRATION - C	01-21-11-6265	DFT0011268	325.00
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	NITRILE GLOVES	01-21-11-6271	DFT0011268	224.79
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	ITEMS FOR FIRST AID KIT	01-21-11-6271	DFT0011268	71.72
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	HYDRAULIC JACK	01-21-11-7302	DFT0011268	128.11
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	CUSTOM DIE-CUT STICKERS-	01-21-11-7304	DFT0011268	469.84
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	FOREIGN CURRENCY CONVE	01-21-11-7304	DFT0011268	4.69
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	PRISONER MEALS	01-21-11-7309	DFT0011268	43.94
UNIFIRST CORPORATION	1880200950	08/27/2025	MAINTENANCE UNIFORMS	01-21-11-7308	2413	10.02
UNIFIRST CORPORATION	1880202188	08/27/2025	MAINTENANCE UNIFORMS	01-21-11-7308	2413	10.02
ST LOUIS PRINT GROUP LLC	2501933	08/27/2025	DOMESTIC ABUSE INFORMA	01-21-11-7304	68897	182.51
SUNTRUP FORD INC	488780	08/27/2025	RIGHT FRONT AXLE SHAFT F	01-21-11-6210	68898	150.73
T MOBILE USA	971998911-08/21/25	08/27/2025	CITY PHONES POLICE 7/21/2	01-21-11-6253	68899	54.50
UNIFIRST CORPORATION	1880203518	09/10/2025	MAINTENANCE UNIFORMS	01-21-11-7308	2474	10.02
UNIFIRST CORPORATION	1880204681	09/10/2025	MAINTENANCE UNIFORMS	01-21-11-7308	2474	10.02
ENERGY PETROLEUM CO	539657	09/10/2025	PD ADMINISTRATION	01-21-11-7307	2450	715.57
INDUSTRIAL/ORGANIZATION SOLUTIONS INC	C63295A	09/10/2025	2 NAT BASIC ABILITY TEST-LE	01-21-11-6203	68920	40.00
UNIFIRST CORPORATION	1880205917	09/17/2025	MAINTENANCE UNIFORMS	01-21-11-7308	2501	10.02
VERIZON WIRELESS SERVICES LLC	6122749091	09/17/2025	TABLETS AND AIRCARDS PD	01-21-11-6253	2502	240.06
Division 11 - ADMINISTRATIVE Total:						3,214.66
Division: 21 - INVESTIGATION						
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	NASRO MEMBERSHIP-SRO V	01-21-21-6262	DFT0011268	50.00
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	FURNITURE REPAIR KIT	01-21-21-7302	DFT0011268	9.49
AMERENUE	1000037680	09/10/2025	SURVEILLANCE CAMERA AM	01-21-21-6202	68915	281.81
ENERGY PETROLEUM CO	539657	09/10/2025	PD INVESTIGATION	01-21-21-7307	2450	262.26

Council Report of Invoices Paid Listing

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS INC	5972751-202508-1	09/10/2025	BILLING PERIOD 8/1/25-8/31	01-21-21-6202	68933	134.00
Division 21 - INVESTIGATION Total:						737.56
Division: 22 - PATROL						
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	FLOOR LINERS FOR CAR 2403	01-21-22-6210	DFT0011268	76.49
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	UNLIMITED CAR WASHES FO	01-21-22-6210	DFT0011268	512.73
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	IPHONE CASE AND SHIELD	01-21-22-6253	DFT0011268	23.52
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	UAV DRONE TRAINING	01-21-22-6261	DFT0011268	198.00
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	LODGING LETSACT CONF - CI	01-21-22-6265	DFT0011268	541.80
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	LODGING LETSACT CONF - M	01-21-22-6265	DFT0011268	541.80
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	GAS USED DURING 2025 LET	01-21-22-6265	DFT0011268	29.75
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	FAN FOR WC OFFICE	01-21-22-7302	DFT0011268	79.99
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	AAA BATTERIES & CR2032 BA	01-21-22-7302	DFT0011268	41.97
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	AAA BATTERIES & CR2032 BA	01-21-22-7302	DFT0011268	10.01
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	DOG FOOD FOR FRIZBI	01-21-22-7304	DFT0011268	97.20
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	GUN CLEANING SUPPLIES	01-21-22-7313	DFT0011268	71.40
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	GAS USED DURING DARE CO	01-21-22-7314	DFT0011268	29.00
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	GAS USED DURING DARE CO	01-21-22-7314	DFT0011268	35.19
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	DARE CONFERENCE - BEDWE	01-21-22-7314	DFT0011268	639.35
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	LODGING USED DURING DAR	01-21-22-7314	DFT0011268	592.35
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	STATE TAX REFUND-DARE CO	01-21-22-7314	DFT0011268	-44.15
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	REPLACEMENT MEDICAL BA	01-21-22-9503	DFT0011268	430.20
VALVOLINE LLC	262767	08/27/2025	OIL CHANGE FOR CAR 2424	01-21-22-6210	68901	57.18
VALVOLINE LLC	262827	08/27/2025	OIL CHANGE FOR CAR 2428	01-21-22-6210	68901	40.98
BROADWAY FORD TRUCK SALES	372735P	08/27/2025	2 RIMS FOR CAR 2403	01-21-22-6210	2388	1,427.20

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
APPLIED CONCEPTS STALKER RADAR	462998	08/27/2025	STAR KNOBS AND WASHERS	01-21-22-7302	68886	49.50
LEON UNIFORM CO INC	649179	08/27/2025	UNIFORM PURCHASE FOR W	01-21-22-7308	2400	145.00
LEON UNIFORM CO INC	649184-80	08/27/2025	CREDIT-UNIFORM PURCHASE	01-21-22-7308	2400	-58.00
LEON UNIFORM CO INC	649273-02	08/27/2025	PATROL UNIFORM PURCHAS	01-21-22-7308	2400	145.00
LEON UNIFORM CO INC	649872-01	08/27/2025	PATROL UNIFORM PURCHAS	01-21-22-7308	2400	83.00
LEON UNIFORM CO INC	651226-01	08/27/2025	PATROL UNIFORM PURCHAS	01-21-22-7308	2400	162.00
LEON UNIFORM CO INC	651404-01	08/27/2025	PATROL UNIFORM PURCHAS	01-21-22-7308	2400	149.99
LEON UNIFORM CO INC	651576-01	08/27/2025	PATROL UNIFORM PURCHAS	01-21-22-7308	2400	59.00
LEON UNIFORM CO INC	651981-01	08/27/2025	PATROL UNIFORM PURCHAS	01-21-22-7308	2400	138.00
LEON UNIFORM CO INC	652200-01	08/27/2025	PATROL UNIFORM PURCHAS	01-21-22-7308	2400	166.00
LEON UNIFORM CO INC	652223-01	08/27/2025	PATROL UNIFORM PURCHAS	01-21-22-7308	2400	126.00
DEFENDER PRODUCT SOLUTIONS, LLC	DPS-25-204	08/27/2025	ADD LESS LETHAL RACK TO E	01-21-22-9502	2391	497.59
MCCLAIN RADAR SERVICE	5203	09/10/2025	RADAR REPAIRS CAR 2416	01-21-22-6210	68922	244.00
ENERGY PETROLEUM CO	539657	09/10/2025	PD PATROL	01-21-22-7307	2450	7,429.25
LEON UNIFORM CO INC	644659	09/10/2025	UNIFORM PURCHASE FOR LA	01-21-22-7308	2457	468.00
LEON UNIFORM CO INC	644736	09/10/2025	UNIFORM PURCHASE FOR D	01-21-22-7308	2457	188.00
LEON UNIFORM CO INC	647391	09/10/2025	UNIFORM PURCHASE FOR EC	01-21-22-7308	2457	86.00
LEON UNIFORM CO INC	648115	09/10/2025	UNIFORM PURCHASE FOR M	01-21-22-7308	2457	334.99
LEON UNIFORM CO INC	649368-01	09/10/2025	UNIFORM PURCHASE FOR M	01-21-22-7308	2457	280.00
LEON UNIFORM CO INC	650637-01	09/10/2025	UNIFORM PURCHASE FOR D	01-21-22-7308	2457	52.00
LEON UNIFORM CO INC	650640-01	09/10/2025	UNIFORM PURCHASE FOR W	01-21-22-7308	2457	234.00
LEON UNIFORM CO INC	651033-01	09/10/2025	UNIFORM PURCHASE FOR W	01-21-22-7308	2457	170.00
LEON UNIFORM CO INC	651404-02	09/10/2025	UNIFORM PURCHASE FOR IRI	01-21-22-7308	2457	162.00
LEON UNIFORM CO INC	651635-01	09/10/2025	UNIFORM PURCHASE FOR P	01-21-22-7308	2457	36.00
LEON UNIFORM CO INC	652869	09/10/2025	UNIFORM PURCHASE FOR D	01-21-22-7308	2457	114.00
LEON UNIFORM CO INC	653156-01	09/10/2025	UNIFORM PURCHASE FOR W	01-21-22-7308	2457	68.00
LEON UNIFORM CO INC	653157-01	09/10/2025	UNIFORM PURCHASE FOR N	01-21-22-7308	2457	249.00
LEON UNIFORM CO INC	653196	09/10/2025	UNIFORM PURCHASE FOR M	01-21-22-7308	2457	293.00
LEON UNIFORM CO INC	653242	09/10/2025	UNIFORM PURCHASE FOR EC	01-21-22-7308	2457	25.00
LEON UNIFORM CO INC	653277	09/10/2025	UNIFORM PURCHASE FOR LA	01-21-22-7308	2457	16.00
LEON UNIFORM CO INC	653358	09/10/2025	UNIFORM PURCHASE FOR LA	01-21-22-7308	2457	8.00
LEON UNIFORM CO INC	653483	09/10/2025	UNIFORM PURCHASE FOR M	01-21-22-7308	2457	14.00
LEON UNIFORM CO INC	653485	09/10/2025	UNIFORM PURCHASE FOR LA	01-21-22-7308	2457	62.00
LEON UNIFORM CO INC	653894	09/10/2025	UNIFORM PURCHASE FOR N	01-21-22-7308	2457	236.00
LEON UNIFORM CO INC	653915	09/10/2025	UNIFORM PURCHASE FOR N	01-21-22-7308	2457	148.49

Division 22 - PATROL Total: 18,012.77

Department 21 - POLICE Total: 21,964.99

Department: 31 - PUBLIC WORKS

Division: 11 - ADMINISTRATIVE

ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	PWX CONFERENCE CREDIT F	01-31-11-6261	DFT0011268	-734.00
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Council Report of Invoices Paid Listing

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	APWA MEMBERSHIP CREDIT	01-31-11-6262	DFT0011268	-245.00
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	APWA LUNCH & LEARN FOR	01-31-11-6264	DFT0011268	25.00
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	FLASHLIGHT PHONE CHARG	01-31-11-7302	DFT0011268	38.74
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	SIGNATURE STAMP FOR D G	01-31-11-7304	DFT0011268	17.98
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	STANDING DESK FOR D GARS	01-31-11-9503	DFT0011268	336.88
T MOBILE USA	971998911-08/21/25	08/27/2025	CITY PHONES PW ADMIN 7/2	01-31-11-6253	68899	143.72
DREXEL TECHNOLOGIES INC	INV168822	08/27/2025	BELLINGTON FERNPARK MAS	01-31-11-6260	2393	69.00
DREXEL TECHNOLOGIES INC	INV169154	08/27/2025	2025 ROADWAY STRIPING PR	01-31-11-6260	2393	47.00
GEORGE L CRAWFORD & ASSOCIATES INC	24010024	08/29/2025	SIGNAL MAINTENANCE	01-31-11-6211	68902	210.00
US BANK EQUIPMENT FINANCE	OFFSETTING REVERSAL-09/0	09/08/2025	OFFSETTING PAYMENT REVE	01-31-11-6213	DFT0011342	224.51
MISSOURI ONE CALL SYSTEM INC	5080156	09/10/2025	UTILITY LOCATES AUGUST 20	01-31-11-6211	2461	8.10
ENERGY PETROLEUM CO	539657	09/10/2025	PW ADMIN - J VANDERBECK	01-31-11-7307	2450	102.40
Division 11 - ADMINISTRATIVE Total:						244.33
Division: 41 - STREET MAINTENANCE						
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	SIGMA CHEMICAL SPILL TRAI	01-31-41-6261	DFT0011268	160.00
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	SAFETY SHIRTS PWG	01-31-41-7308	DFT0011268	116.13
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	SAFETY SHIRTS FOR PWG	01-31-41-7308	DFT0011268	643.38
MISSOURI AMERICAN WATER CO	1017-210041137908-08/04/	08/26/2025	201 N NEW BALLAS RD IRRIG	01-31-41-6254	DFT0011289	519.72
MISSOURI AMERICAN WATER CO	1017-210041137908-08/04/	08/26/2025	309 S NEW BALLAS RD IRRIG	01-31-41-6254	DFT0011289	597.02
MISSOURI AMERICAN WATER CO	1017-210041137908-08/04/	08/26/2025	145 S NEW BALLAS RD IRRIG	01-31-41-6254	DFT0011289	855.86
MISSOURI AMERICAN WATER CO	1017-210041137908-08/04/	08/26/2025	996 E RUE DE LA BANQU 6/2	01-31-41-6254	DFT0011289	185.08
MISSOURI AMERICAN WATER CO	1017-210041137908-08/04/	08/26/2025	12015 OLIVE BLVD IRRIG 6/2	01-31-41-6254	DFT0011289	6,079.05
MISSOURI AMERICAN WATER CO	1017-210041137908-08/04/	08/26/2025	241 S NEW BALLAS RD IRRIG	01-31-41-6254	DFT0011289	905.16
MISSOURI AMERICAN WATER CO	1017-210041137908-08/04/	08/26/2025	12136 OLIVE BLVD IRRIG 6/1	01-31-41-6254	DFT0011289	3,133.27
MISSOURI AMERICAN WATER CO	1017-210041137908-08/04/	08/26/2025	12536 OLIVE BLVD IRRIG 6/1	01-31-41-6254	DFT0011289	1,161.13
MISSOURI AMERICAN WATER CO	1017-210041137908-08/04/	08/26/2025	12301 CONWAY RD IRRIG 6/	01-31-41-6254	DFT0011289	176.84

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
MISSOURI AMERICAN WATER CO	1017-210041137908-08/04/	08/26/2025	11702 OLIVE BLVD IRRIG 6/2	01-31-41-6254	DFT0011289	55.10
JOHNNY ON THE SPOT 347	0347-000272164	08/27/2025	PORTA JOHNS AUGUST 2025	01-31-41-6266	68891	336.76
MIDWESTERN SAFETY EQUIPMENT COMPANY INC	051045	08/27/2025	GLASSES, VEST, HARD HATS	01-31-41-7308	68893	240.00
HUMAN RESOURCE STAFFIN	1001083366	08/27/2025	PW TEMPORARY EMPLOYEE	01-31-41-6207	2396	2,059.20
NEW FRONTIER MATERIALS LLC	12874073	08/27/2025	TICKET #43031270 HOT MIX	01-31-41-7305	2404	264.88
NEW FRONTIER MATERIALS LLC	12875021	08/27/2025	TICKET #43031566 HOTMIX	01-31-41-7305	2404	352.88
NEW FRONTIER MATERIALS LLC	12875492	08/27/2025	TICKET #43031694 HOTMIX	01-31-41-7305	2404	353.76
OREILLY AUTOMOTIVE STORES INC	1388-117811	08/27/2025	REGULATOR	01-31-41-7302	2408	11.49
SITEONE LANDSCAPE SUPPLY HOLDING LLC	157460097-001	08/27/2025	IRRIGATION HEADS	01-31-41-6212	68895	237.16
SITEONE LANDSCAPE SUPPLY HOLDING LLC	157520436-001	08/27/2025	IRRIGATTION SUPPLIES FOR	01-31-41-6212	68895	7.20
CHAMP LANDFILL COMPANY	16562F093	08/27/2025	JUNK HAUL OFF	01-31-41-6212	2389	77.48
CHAMP LANDFILL COMPANY	16562F093	08/27/2025	MASON MANOR HAUL OFF	01-31-41-7305	2389	218.06
CHAMP LANDFILL COMPANY	16562F093	08/27/2025	SOMMERTON RIDGE HAUL	01-31-41-7305	2389	167.00
ONE VISION LLC	21727	08/27/2025	TREE REPLACEMENT AT GOLF	01-31-41-6212	2407	825.00
MCCONNELLS OF ST LOUIS INC	2508-118316	08/27/2025	211 CRAFTCO	01-31-41-7305	2403	1,530.00
ANGO KERNAN RENTALS AND SALES	399888-1	08/27/2025	MASON MANOR SIDEWALK	01-31-41-7305	68885	320.50
ANGO KERNAN RENTALS AND SALES	399912-1	08/27/2025	MASON MANOR SIDEWALK	01-31-41-7305	68885	275.00
SUNTRUP FORD INC	488855	08/27/2025	217 WIPER MOTOR	01-31-41-6210	68898	161.24
RENTOKIL NORTH AMERICA INC	81585970	08/27/2025	PEST CONTROL MAINT - PW	01-31-41-6212	2410	61.60
T MOBILE USA	971998911-08/21/25	08/27/2025	CITY PHONES STREETS 7/21/	01-31-41-6253	68899	123.75
ST LOUIS COMPOSTING INC	INV376804	08/27/2025	TOPSOIL	01-31-41-7303	68896	234.00
LUBY EQUIPMENT SERVICES	P01001436-1	08/27/2025	LIGHT FOR MINI X	01-31-41-6211	68892	152.40
AMERENUE	2316025009-08/08/25	08/29/2025	10276 OLIVE PED LIGHTING	01-31-41-6251	DFT0011301	43.70
AMERENUE	2523023477-08/08/25	08/29/2025	OLIVE LINDBERGH INTERCHA	01-31-41-6250	DFT0011303	70.11
AMERENUE	5439133005-08/08/25	08/29/2025	10600 OLIVE BLVD OLIVE STR	01-31-41-6251	DFT0011302	57.22
SPIRE	7725111000-08/19/25	08/29/2025	996 RUE DE LA BANQUE 7/2	01-31-41-6252	DFT0011304	31.64
MISSOURI AMERICAN WATER CO	1017-210041240477-08/11/	09/02/2025	599 S NEW BALLAS RD IRRIG	01-31-41-6254	DFT0011310	379.65
MISSOURI AMERICAN WATER CO	1017-210041240477-08/11/	09/02/2025	298 N NEW BALLAS RD 6/19/	01-31-41-6254	DFT0011310	582.46
MISSOURI AMERICAN WATER CO	1017-210041240477-08/11/	09/02/2025	333 S NEW BALLAS RD IRRIG	01-31-41-6254	DFT0011310	167.92
MISSOURI AMERICAN WATER CO	1017-210041240477-08/11/	09/02/2025	631 S NEW BALLAS RD IRRIG	01-31-41-6254	DFT0011310	1,859.81

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
HUMAN RESOURCE STAFFIN	1001083553	09/03/2025	PW TEMPORARY EMPLOYEE	01-31-41-6207	2425	2,007.72
UNIFIRST CORPORATION	1880201037	09/03/2025	PW UNIFORMS WEEK OF 08/	01-31-41-7308	2439	70.40
UNIFIRST CORPORATION	1880202225	09/03/2025	PW UNIFORMS WEEK OF 08/	01-31-41-7308	2439	79.76
ANGO KERNAN RENTALS AND SALES	399982-1	09/03/2025	CONCRETE FOR SOMERTON	01-31-41-7305	68904	311.50
CUSTOM PRODUCTS CORPORATION	INV23165	09/05/2025	STREET SIGNS	01-31-41-7311	68914	6,599.27
METROPOLITAN ST LOUIS SEWER DISTRICT	293691	09/08/2025	0473730-0: 996 E RUE DE LA	01-31-41-6254	DFT0011341	214.82
METROPOLITAN ST LOUIS SEWER DISTRICT	293691	09/08/2025	0549319-2: 1030 N LINDBER	01-31-41-6254	DFT0011341	33.60
MIDWESTERN SAFETY EQUIPMENT COMPANY INC	051045-01	09/10/2025	RIDGLELINE VENTED CAPS	01-31-41-7308	68923	24.75
HUMAN RESOURCE STAFFIN	1001083648	09/10/2025	PW TEMPORARY EMPLOYEE	01-31-41-6207	2453	2,059.20
NEW FRONTIER MATERIALS LLC	12863582	09/10/2025	POTHOLES TICKET #4302741	01-31-41-7305	2464	140.01
NEW FRONTIER MATERIALS LLC	12879312	09/10/2025	PLANTATION POT HOLES TIC	01-31-41-7305	2464	344.00
SITEONE LANDSCAPE SUPPLY HOLDING LLC	157902953-001	09/10/2025	NEW BALLAS IRRIGATION RE	01-31-41-6212	68931	13.56
CHAMP LANDFILL COMPANY	16652F093	09/10/2025	CONCRETE HAUL OFF TICKET	01-31-41-7305	2446	145.12
UNIFIRST CORPORATION	1880203571	09/10/2025	PW UNIFORMS WEEK OF 09/	01-31-41-7308	2474	79.76
UNIFIRST CORPORATION	1880204707	09/10/2025	PW UNIFORMS WEEK OF 09/	01-31-41-7308	2474	79.76
NELSON COUNTY LAND MAINTENANCE LLC	22301	09/10/2025	MOWING FOR 2025 YEAR	01-31-41-6212	2463	7,449.50
KURT SCHAMEL	236660	09/10/2025	BACKFLOW TESTING FOR PA	01-31-41-6212	68921	1,315.00
MCCONNELLS OF ST LOUIS INC	2509-119683	09/10/2025	CRACK SEAL BLOCKS	01-31-41-7305	2458	1,530.00
MISSOURI DEPARTMENT OF NATURAL RESOURCES	29596	09/10/2025	UNDERGROUND STORAGE T	01-31-41-6202	2460	75.00
SUNTRUP FORD INC	488863	09/10/2025	217 WIPER TRANSMISSION A	01-31-41-6210	68932	89.84
ENERGY PETROLEUM CO	539657	09/10/2025	PW STREETS - DIESEL FUEL	01-31-41-7307	2450	1,809.69
ENERGY PETROLEUM CO	539657	09/10/2025	PW STREETS - REGULAR FUE	01-31-41-7307	2450	773.28
THE GREENWOOD GROUP LL	9496	09/10/2025	OLIVE/270 IRRIGATION PROP	01-31-41-6212	2472	625.00
MISSOURI AMERICAN WATER CO	1017-210041135520-08/21/	09/12/2025	198 N NEW BALLAS RD IRRIG	01-31-41-6254	DFT0011381	192.53
MISSOURI AMERICAN WATER CO	1017-210041135520-08/21/	09/12/2025	1030 N LINDBERGH BLVD 7/1	01-31-41-6254	DFT0011381	106.25
MISSOURI AMERICAN WATER CO	1017-210041135520-08/21/	09/12/2025	740 N NEW BALLAS RD IRR1S	01-31-41-6254	DFT0011381	109.61
MISSOURI AMERICAN WATER CO	1017-210041135520-08/21/	09/12/2025	533 N NEW BALLAS RD IRR3	01-31-41-6254	DFT0011381	142.10
MISSOURI AMERICAN WATER CO	1017-210041135520-08/21/	09/12/2025	160 N NEW BALLAS RD IRRIG	01-31-41-6254	DFT0011381	377.40
MISSOURI AMERICAN WATER CO	1017-210041135520-08/21/	09/12/2025	451 N NEW BALLAS RD IRR3	01-31-41-6254	DFT0011381	84.96

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Payment Dates: 8/21/2025 - 9/17/2025

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
MISSOURI AMERICAN WATER CO	1017-210041135520-08/21/	09/12/2025	6 BEACON HILL LN IRRIG 7/1	01-31-41-6254	DFT0011381	91.72
AMERENUE	55031-62002-08/31/25	09/12/2025	ELECTRIC STREET DEPT JUL-A	01-31-41-6250	DFT0011380	1,479.55
AMERENUE	55031-62002-08/31/25	09/12/2025	ELECTRIC STREET LIGHTING J	01-31-41-6251	DFT0011380	12,160.10
HOME DEPOT CREDIT SERVICES	1035031	09/16/2025	POST MIX	01-31-41-7305	68936	67.88
HOME DEPOT CREDIT SERVICES	1522363	09/16/2025	LIGHT FIXTURE SCREWS	01-31-41-6212	68936	4.41
HOME DEPOT CREDIT SERVICES	1522363	09/16/2025	KNEE PADS	01-31-41-7308	68936	14.98
HOME DEPOT CREDIT SERVICES	2372192	09/16/2025	2 BY 4S	01-31-41-7305	68936	23.92
HOME DEPOT CREDIT SERVICES	4361667	09/16/2025	WOOD FOR FORMS	01-31-41-7305	68936	35.04
HOME DEPOT CREDIT SERVICES	5104169	09/16/2025	PARTS FOR WET SYSTEM	01-31-41-6212	68936	47.94
HOME DEPOT CREDIT SERVICES	7454209	09/16/2025	CLEANING SUPPLIES	01-31-41-7301	68936	67.17
HOME DEPOT CREDIT SERVICES	8743174	09/16/2025	CLEANING SUPPLIES	01-31-41-7301	68936	52.61
HOME DEPOT CREDIT SERVICES	9024923	09/16/2025	CONCRETE FOR KNOLLS DRA	01-31-41-7305	68936	128.78
HUMAN RESOURCE STAFFIN	1001083741	09/17/2025	PW TEMPORARY EMPLOYEE	01-31-41-6207	2492	1,372.80
MISSOURI AMERICAN WATER CO	1017-210041240477-08/26/	09/17/2025	333 S NEW BALLAS RD IRRIG	01-31-41-6254	DFT0011407	44.67
MISSOURI AMERICAN WATER CO	1017-210041240477-08/26/	09/17/2025	298 N NEW BALLAS RD 7/19/	01-31-41-6254	DFT0011407	366.20
MISSOURI AMERICAN WATER CO	1017-210041240477-08/26/	09/17/2025	599 S NEW BALLAS RD IRRIG	01-31-41-6254	DFT0011407	123.05
MISSOURI AMERICAN WATER CO	1017-210041240477-08/26/	09/17/2025	631 S NEW BALLAS RD IRRIG	01-31-41-6254	DFT0011407	108.50
NEW FRONTIER MATERIALS LLC	12883454	09/17/2025	TICKET #43034312 POTHOLE	01-31-41-7305	2495	183.92
OREILLY AUTOMOTIVE STORES INC	1388-119519	09/17/2025	VACUMM FILTERS	01-31-41-6211	2496	31.71
CHARTER COMMUNICATION	173942001090125	09/17/2025	PW GARAGE TV WIFI SEP 25	01-31-41-6253	2483	151.34
UNIFIRST CORPORATION	1880205936	09/17/2025	PW UNIFORMS WEEK OF 09/	01-31-41-7308	2501	79.76
ANDERSON GROUP HOLDINGS LLC	234992365	09/17/2025	GARAGE HEATER	01-31-41-6212	2479	7,312.00
MCCOY CONSTRUCTION AND FORESTRY INC	2572731	09/17/2025	BACKHOE PARTS	01-31-41-6211	68949	840.08
MCCOY CONSTRUCTION AND FORESTRY INC	2575275	09/17/2025	BACKHOE AC CONDENSOR	01-31-41-6211	68949	1,153.43
NU WAY CONCRETE FORMS INC	2662286	09/17/2025	ASPHALT SHOVELS AND BRO	01-31-41-7302	68952	166.35

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
EAST PENN MANUFACTURING CO	288542	09/17/2025	217 BATTERY S	01-31-41-6210	68942	259.33
IDEAL LANDSCAPE CONSTRUCTION INC	36829	09/17/2025	OLIVE 270 IRRIGATION	01-31-41-6212	2493	502.45
ADVANCE STORES COMPANY INCORPORATED	5825515096177	09/17/2025	BATTERY FOR MESSAGE BOA	01-31-41-6211	68938	601.92
ADVANCE STORES COMPANY INCORPORATED	5825515696506	09/17/2025	MESSAGE BOARD BATTERIES	01-31-41-6211	68938	600.80
ADVANCE STORES COMPANY INCORPORATED	5825517697516	09/17/2025	AC FREON	01-31-41-6210	68938	86.24
ADVANCE STORES COMPANY INCORPORATED	5825517697516	09/17/2025	AC FREON	01-31-41-6211	68938	86.25
GATEWAY DEALER NETWORK LLC	E12084	09/17/2025	BROOM ATTACHMENT FOR B	01-31-41-9503	68945	5,828.31
LUBY EQUIPMENT SERVICES	W01000916	09/17/2025	CASE REPAIRS	01-31-41-6211	68948	3,702.26
Division 41 - STREET MAINTENANCE Total:						90,448.47
Division: 43 - PARKS MAINTENANCE						
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	EPDM PATCH REPAIR KIT PAR	01-31-43-6212	DFT0011268	103.00
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	SAFETY SHIRTS FOR PWG	01-31-43-7308	DFT0011268	214.47
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	SAFETY SHIRTS PWG	01-31-43-7308	DFT0011268	38.72
MISSOURI AMERICAN WATER CO	1017-210041137908-08/04/	08/26/2025	12100 CONWAY RD PARK 6/2	01-31-43-6254	DFT0011289	65.19
MISSOURI AMERICAN WATER CO	1017-210041137908-08/04/	08/26/2025	1000 BARNES WEST DR FRFL	01-31-43-6254	DFT0011289	18,628.52
MISSOURI AMERICAN WATER CO	1017-210041137908-08/04/	08/26/2025	601 COEUR DE VILLE DR 6/2	01-31-43-6254	DFT0011289	426.71
JOHNNY ON THE SPOT 347	0347-000272164	08/27/2025	PORTA JOHNS AUGUST 2025	01-31-43-6266	68891	336.76
MIDWESTERN SAFETY EQUIPMENT COMPANY INC	051045	08/27/2025	GLASSES, VEST, HARD HATS	01-31-43-7308	68893	80.00
HUMAN RESOURCE STAFFIN	1001083366	08/27/2025	PW TEMPORARY EMPLOYEE	01-31-43-6207	2396	686.40
TIM SANSONE	12086	08/27/2025	REMOVAL OF DYING TREE - V	01-31-43-6212	2412	2,340.00
SITEONE LANDSCAPE SUPPLY HOLDING LLC	157298401-001	08/27/2025	MILLENNIUM IRRIGATION RE	01-31-43-6212	68895	87.02
RACHEL C BALLARD	17871	08/27/2025	EAB REMOVAL SERENITY GR	01-31-43-6212	2409	3,300.00
IDEAL LANDSCAPE CONSTRUCTION INC	36727	08/27/2025	MILLENNIUM BACKFLOW RE	01-31-43-6212	2397	435.00
IDEAL LANDSCAPE CONSTRUCTION INC	36767	08/27/2025	MILLENNIUM IRRIGATION RE	01-31-43-6212	2397	911.80
SUNTRUP FORD INC	488855	08/27/2025	217 WIPER MOTOR	01-31-43-6210	68898	53.75
T MOBILE USA	971998911-08/21/25	08/27/2025	CITY PHONES TAPPMAYER H	01-31-43-6224	68899	51.00
T MOBILE USA	971998911-08/21/25	08/27/2025	CITY PHONES PARKS 7/21/25	01-31-43-6253	68899	44.72
ST LOUIS COMPOSTING INC	INV376804	08/27/2025	TOPSOIL	01-31-43-7303	68896	234.00

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
LUBY EQUIPMENT SERVICES	P01001436-1	08/27/2025	LIGHT FOR MINI X	01-31-43-6211	68892	50.80
SPIRE	7725111000-08/19/25	08/29/2025	996 RUE DE LA BANQUE 7/2	01-31-43-6252	DFT0011304	31.63
RENTOKIL NORTH AMERICA INC	INV75005733	08/29/2025	PEST CONTROL MAINT - MA	01-31-43-6224	2417	71.50
MISSOURI AMERICAN WATER CO	1017-210041240477-08/11/	09/02/2025	203 TOWNSEND ST 6/21/25-	01-31-43-6254	DFT0011310	12.17
MISSOURI AMERICAN WATER CO	1017-210041240477-08/11/	09/02/2025	10620 COUNTRY VIEW DR 6/	01-31-43-6254	DFT0011310	50.23
MISSOURI AMERICAN WATER CO	1017-210041240477-08/11/	09/02/2025	11370 ST PAUL ST PARK 6/21	01-31-43-6254	DFT0011310	67.42
HUMAN RESOURCE STAFFIN	1001083553	09/03/2025	PW TEMPORARY EMPLOYEE	01-31-43-6207	2425	669.24
SITEONE LANDSCAPE SUPPLY HOLDING LLC	157726281-001	09/03/2025	IRRIGATION REPAIR MILLENN	01-31-43-6212	68911	82.32
SITEONE LANDSCAPE SUPPLY HOLDING LLC	157746240-001	09/03/2025	IRRIGATION REPAIR MILLENN	01-31-43-6212	68911	5.38
UNIFIRST CORPORATION	1880201037	09/03/2025	PW UNIFORMS WEEK OF 08/	01-31-43-7308	2439	23.46
UNIFIRST CORPORATION	1880202225	09/03/2025	PW UNIFORMS WEEK OF 08/	01-31-43-7308	2439	26.58
METROPOLITAN ST LOUIS SEWER DISTRICT	1473499-0-08/15/25	09/04/2025	2 BARNES WEST DR 6/30/25-	01-31-43-6224	DFT0011319	65.10
METROPOLITAN ST LOUIS SEWER DISTRICT	293691	09/08/2025	0783768-5: 902 N MASON R	01-31-43-6224	DFT0011341	53.47
METROPOLITAN ST LOUIS SEWER DISTRICT	293691	09/08/2025	0578025-9: 1000 BARNES W	01-31-43-6254	DFT0011341	286.22
METROPOLITAN ST LOUIS SEWER DISTRICT	293691	09/08/2025	0472261-7: 12100 CONWAY	01-31-43-6254	DFT0011341	53.47
METROPOLITAN ST LOUIS SEWER DISTRICT	293691	09/08/2025	0578184-4: 601 COEUR DE V	01-31-43-6254	DFT0011341	431.47
METROPOLITAN ST LOUIS SEWER DISTRICT	293691	09/08/2025	0034325-1: 11370 ST PAUL S	01-31-43-6254	DFT0011341	53.47
METROPOLITAN ST LOUIS SEWER DISTRICT	293691	09/08/2025	0567312-4: 10620 COUNTRY	01-31-43-6254	DFT0011341	66.77
MIDWESTERN SAFETY EQUIPMENT COMPANY INC	051045-01	09/10/2025	RIDGLELINE VENTED CAPS	01-31-43-7308	68923	8.25
HUMAN RESOURCE STAFFIN	1001083648	09/10/2025	PW TEMPORARY EMPLOYEE	01-31-43-6207	2453	686.40
UNIFIRST CORPORATION	1880203571	09/10/2025	PW UNIFORMS WEEK OF 09/	01-31-43-7308	2474	26.58
UNIFIRST CORPORATION	1880204707	09/10/2025	PW UNIFORMS WEEK OF 09/	01-31-43-7308	2474	26.58
NELSON COUNTY LAND MAINTENANCE LLC	22301	09/10/2025	MOWING FOR 2025 YEAR	01-31-43-6212	2463	6,820.00
KURT SCHAMEL	236660	09/10/2025	BACKFLOW TESTING FOR PA	01-31-43-6212	68921	215.00
PHILIBERT SECURITY SYSTEMS INC	362824	09/10/2025	MONITORING AT TAPPMEYE	01-31-43-6224	68928	41.95
DEKA SERVICE	41731060	09/10/2025	AC TUNE UP AT TAPPMEYER	01-31-43-6224	68917	629.32
SUNTRUP FORD INC	488863	09/10/2025	217 WIPER TRANSMISSION A	01-31-43-6210	68932	29.95
ENERGY PETROLEUM CO	539657	09/10/2025	PW PARKS REGULAR FUEL	01-31-43-7307	2450	289.76
ENERGY PETROLEUM CO	539657	09/10/2025	PW PARKS DIESEL FUEL	01-31-43-7307	2450	1,740.99

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
RENTOKIL NORTH AMERICA INC	81586501	09/10/2025	PEST CONTROL AUGUST 202	01-31-43-6224	2470	71.50
MISSOURI AMERICAN WATER CO	1017-210041135520-08/21/	09/12/2025	902 MASON RD 7/17/25-8/1	01-31-43-6224	DFT0011381	52.51
AMERENUE	55031-62002-08/31/25	09/12/2025	ELECTRIC PARKS DEPT JUL-A	01-31-43-6250	DFT0011380	1,774.77
MISSOURI AMERICAN WATER CO	1017-210013559299-08/22/	09/15/2025	12301 CONWAY RD 7/23/25-	01-31-43-6254	DFT0011384	22.21
HOME DEPOT CREDIT SERVICES	2524394	09/16/2025	SUMP PUMP FOR TAPPEMEYE	01-31-43-6224	68936	350.12
HOME DEPOT CREDIT SERVICES	7454209	09/16/2025	CLEANING SUPPLIES	01-31-43-7301	68936	67.16
HOME DEPOT CREDIT SERVICES	8743174	09/16/2025	CLEANING SUPPLIES	01-31-43-7301	68936	52.61
HUMAN RESOURCE STAFFIN	1001083741	09/17/2025	PW TEMPORARY EMPLOYEE	01-31-43-6207	2492	457.60
MISSOURI AMERICAN WATER CO	1017-210041240477-08/26/	09/17/2025	203 TOWNSEND ST 7/23/25-	01-31-43-6254	DFT0011407	12.17
MISSOURI AMERICAN WATER CO	1017-210041240477-08/26/	09/17/2025	11370 ST PAUL ST PARK 7/23	01-31-43-6254	DFT0011407	67.42
MISSOURI AMERICAN WATER CO	1017-210041240477-08/26/	09/17/2025	10620 COUNTRY VIEW DR 7/	01-31-43-6254	DFT0011407	79.36
OREILLY AUTOMOTIVE STORES INC	1388-119519	09/17/2025	VACUUM FILTERS	01-31-43-6211	2496	10.57
CHARTER COMMUNICATION	173942001090125	09/17/2025	PW GARAGE TV WIFI SEP 25	01-31-43-6253	2483	50.44
UNIFIRST CORPORATION	1880205936	09/17/2025	PW UNIFORMS WEEK OF 09/	01-31-43-7308	2501	26.58
MCCOY CONSTRUCTION AND FORESTRY INC	2572731	09/17/2025	BACKHOE PARTS	01-31-43-6211	68949	280.02
MCCOY CONSTRUCTION AND FORESTRY INC	2575275	09/17/2025	BACKHOE AC CONDENSOR	01-31-43-6211	68949	384.48
EAST PENN MANUFACTURING CO	288542	09/17/2025	217 BATTERYS	01-31-43-6210	68942	86.44
ADVANCE STORES COMPANY INCORPORATED	5825515096177	09/17/2025	BATTERY FOR MESSAGE BOA	01-31-43-6211	68938	200.64
ADVANCE STORES COMPANY INCORPORATED	5825515696506	09/17/2025	MESSAGE BOARD BATTERIES	01-31-43-6211	68938	200.26
ADVANCE STORES COMPANY INCORPORATED	5825517697516	09/17/2025	AC FREON	01-31-43-6210	68938	28.75
ADVANCE STORES COMPANY INCORPORATED	5825517697516	09/17/2025	AC FREON	01-31-43-6211	68938	28.75
LUBY EQUIPMENT SERVICES	W01000916	09/17/2025	CASE REPAIRS	01-31-43-6211	68948	1,234.08
					Division 43 - PARKS MAINTENANCE Total:	46,190.98
					Department 31 - PUBLIC WORKS Total:	136,883.78
Department: 32 - COMMUNIITY DEVELOPMENT						
Division: 11 - ADMINISTRATIVE						
BRIDGETOWER OPCO LLC	745805636	08/27/2025	PUBLIC HEARING 9-2-25 25-0	01-32-11-6260	2387	69.02
HORNER AND SHIFRIN INC	77219	08/27/2025	GIS HOSTING 7/1/25 - 6/30/	01-32-11-6203	2395	5,000.00

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
T MOBILE USA	971998911-08/21/25	08/27/2025	CITY PHONES PLNING 7/21/2	01-32-11-6253	68899	24.75
PGAV PLANNERS LLC	122201	09/10/2025	BAYER EAST COMPREHENSIV	01-32-11-6204	2467	10,278.20
BRIDGETOWER OPCO LLC	745809106	09/10/2025	PUBLIC HEARING 9-15-25 #2	01-32-11-6260	2444	61.88
MCLAUGHLIN COURT REPORTING SERVICES INC	091025-1	09/17/2025	P&Z PROJECT 25-023 & 25-0	01-32-11-6202	2494	210.80

Division 11 - ADMINISTRATIVE Total: 15,644.65

Division: 61 - BUILDING DEPARTMENT

ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	FLASHLIGHTS FOR A BOSHE	01-32-61-7302	DFT0011268	52.28
T MOBILE USA	971998911-08/21/25	08/27/2025	CITY PHONES BUILDING 7/21	01-32-61-6253	68899	123.75
VERIZON WIRELESS SERVICES LLC	6122749091	09/17/2025	TABLETS AND AIRCARDS BLD	01-32-61-6253	2502	240.06

Division 61 - BUILDING DEPARTMENT Total: 416.09

Department 32 - COMMUNIITY DEVELOPMENT Total: 16,060.74

Fund 01 - GENERAL FUND Total: 868,957.21

Fund: 02 - CAPITAL IMPROVEMENT FUND

Department: 61 - CIP

Division: 71 - CIP

GEORGE L CRAWFORD & ASSOCIATES INC	210500104	09/03/2025	Lindbergh-Old Olive Design	02-61-71-9510	68906	19,840.51
BRUNS REAL ESTATE SERVICES INC	250604	09/03/2025	FERNVIEW SDWLK PHS 1 AP	02-61-71-9510	2421	18,600.00
REAL ESTATE ANALYSTS LTD	25-122	09/03/2025	FERNVIEW SDWLK PHS 1 AP	02-61-71-9510	68909	7,750.00
RAINERI CONSTRUCTION LLC	4535-02	09/03/2025	LINDBERGH-OLD OLIVE INTE	02-61-71-9510	2433	125,203.20
DONELSON CONSTRUCTION CO LLC	1	09/10/2025	2025 MICROSURFACING PAY	02-61-71-9510	2449	220,985.20
TRAFFIC CONTROL COMPAN	094619	09/17/2025	TEMP PAVEMENT MARKING	02-61-71-9510	68958	2,328.00

Division 71 - CIP Total: 394,706.91

Department 61 - CIP Total: 394,706.91

Fund 02 - CAPITAL IMPROVEMENT FUND Total: 394,706.91

Fund: 05 - PARKS & STORMWATER FUND

Department: 61 - CIP

Division: 71 - CIP

REITZ & JENS INC	17045	09/03/2025	BEAVER CROSSING FINAL EN	05-61-71-9509	2434	17,193.00
IDEAL LANDSCAPE CONSTRUCTION INC	2	09/03/2025	VENABLE PARK IMPROVEME	05-61-71-9506	2426	366,572.53
TREKK DESIGN GROUP LLC	25-001333	09/03/2025	FY2026 STORMWATER DESIG	05-61-71-9509	2438	19,692.73
TREKK DESIGN GROUP LLC	25-001335	09/03/2025	FY25 STORM WMP BUNDLE	05-61-71-9509	2438	1,732.33
THOUVENOT WADE & MOERCHEN INC	92717	09/03/2025	VENABLE PARK SITE DESIGN	05-61-71-9506	2437	3,623.25
INTUITION AND LOGIC ENGINEERING INC	250809	09/10/2025	MALCOLM TERR BRIDGE - DE	05-61-71-9509	2456	5,836.25

Council Report of Invoices Paid Listing

Payment Dates: 8/21/2025 - 9/17/2025

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
IDEAL LANDSCAPE CONSTRUCTION INC	3	09/10/2025	CHANGE ORDER 3 - DESIGN	05-61-71-9506	2454	19,560.00
IDEAL LANDSCAPE CONSTRUCTION INC	3	09/10/2025	VENABLE PARK IMPROVEME	05-61-71-9506	2454	200,034.61
IDEAL LANDSCAPE CONSTRUCTION INC	3	09/10/2025	CHANGE ORDER 2 - DESIGN	05-61-71-9506	2454	25,243.00
IDEAL LANDSCAPE CONSTRUCTION INC	3	09/10/2025	CHANGE ORDER 1 - DESIGN	05-61-71-9506	2454	14,910.00
ENERGY PETROLEUM CO	539657	09/10/2025	PW ADMIN - PARKS &STROM	05-61-71-7307	2450	93.07
THOUVENOT WADE & MOERCHEN INC	93109	09/10/2025	VENABLE PARK SITE DESIGN	05-61-71-9506	2473	5,593.00

Division 71 - CIP Total: 680,083.77

Department 61 - CIP Total: 680,083.77

Fund 05 - PARKS & STORMWATER FUND Total: 680,083.77

Fund: 06 - MUNICIPAL ENTERPRISE FUND

ROGER CLEVELAND GOLF COMPANY INC	8628261SO	09/17/2025	GOLF BALLS FOR RESALE	06-1625	68955	467.76
CALLAWAY GOLF SALES COMPANY	941178700	09/17/2025	GOLF BALLS FOR RESALE	06-1625	68941	612.00
						1,079.76
						1,079.76

Department: 14 - COMMUNITY SERVICES

Division: 31 - ICE ARENA

ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	Misc. Supplies	06-14-31-6212	DFT0011268	68.85
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	LTS Membership for Bolten	06-14-31-6262	DFT0011268	20.00
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	US Ice Rink Association Dues	06-14-31-6262	DFT0011268	95.00
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	Water Cooler Paper Cup Disp	06-14-31-7304	DFT0011268	44.91
MISSOURI AMERICAN WATER CO	1017-210013831861-08/04/	08/26/2025	11400 OLDE CABIN FIRE SER	06-14-31-6254	DFT0011292	97.33
ELECTRICAL & DATA SERVICE COMPANY	1001041-2	08/27/2025	DISCONNECTED OLD ELECTRI	06-14-31-6212	2394	1,292.00
NEW SYSTEM LLC	108929-01	08/27/2025	DRC TRASH BAGS	06-14-31-7301	2405	125.52
VESTIS GROUP INC	6170457529	08/27/2025	DRC MOP & TOWELS	06-14-31-7301	2414	32.36
T MOBILE USA	971998911-08/21/25	08/27/2025	CITY PHONES ICE RINK 7/21/	06-14-31-6253	68899	24.75
T MOBILE USA	971998911-08/21/25	08/27/2025	CITY PHONES GOLF 7/21/25-	06-14-31-6253	68899	24.75
WESTERN STATES FIRE PROTECTION	NAT053069	08/27/2025	EMS REPAIRS TO FIRE SUPRE	06-14-31-6212	2415	7,075.00
SPIRE	4981701000-08/18/25	08/28/2025	11400 OLDE CABIN RD 7/19/	06-14-31-6252	DFT0011298	927.00
LOCAL CLEANERS LLC	000478	09/03/2025	CLEANING SERVICES - LOCAL	06-14-31-6203	2428	750.00
NEW SYSTEM LLC	109990	09/03/2025	DRC MISC SUPPLIES	06-14-31-7301	2431	285.90

Council Report of Invoices Paid Listing

Payment Dates: 8/21/2025 - 9/17/2025

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
VESTIS GROUP INC	6170460459	09/03/2025	DRC MOP AND TOWELS	06-14-31-7301	2440	32.36
RHINE PARACO GAS OF ST LOUIS LLC	934158	09/03/2025	PROPANE FOR OLY	06-14-31-7307	2435	171.19
METROPOLITAN ST LOUIS SEWER DISTRICT	293691	09/08/2025	1049261-9: 11400 OLDE CAB	06-14-31-6254	DFT0011341	560.38
AMERENUE	1801001713-08/18/25	09/09/2025	11400 OLDE CABIN ICE AREN	06-14-31-6250	DFT0011362	6,490.53
MISSOURI AMERICAN WATER CO	1017-210013831779-08/19/	09/10/2025	11400 OLDE CABIN 2ND FIRE	06-14-31-6254	DFT0011363	1.12
MURPHY COMPANY	307782	09/10/2025	Ice Plant Preventive Mainten	06-14-31-6211	2462	3,612.50
DEKA SERVICE	42191841	09/10/2025	446 BELT LOOSE	06-14-31-6212	68917	391.50
VESTIS GROUP INC	6170463369	09/10/2025	DRC MOP & TOWELS	06-14-31-7301	2475	32.36
RENTOKIL NORTH AMERICA INC	82928234	09/10/2025	PEST CONTROL FOR DRC	06-14-31-6212	2470	84.70
MISSOURI AMERICAN WATER CO	1017-210013831700-08/21/	09/12/2025	11400 OLDE CABIN RD 7/19/	06-14-31-6254	DFT0011382	1,647.45
HOME DEPOT CREDIT SERVICES	2102196	09/16/2025	LIGHT FIXTURE & VOLTAGE	06-14-31-6212	68936	76.94
HOME DEPOT CREDIT SERVICES	2572164	09/16/2025	FAUCET AND INSECTICIDE FO	06-14-31-6212	68936	162.61
HOME DEPOT CREDIT SERVICES	2651303	09/16/2025	FOAM SELF SEAL PIPE INSUL	06-14-31-6212	68936	11.52
HOME DEPOT CREDIT SERVICES	2904011	09/16/2025	SMALL PARTS ORGANIZER	06-14-31-6212	68936	27.96
ST LOUIS COUNTY TREASURE	002929-11-25	09/17/2025	ANNUAL BOILER TESTING AT	06-14-31-6211	68956	118.00
GLOBAL PAYMENTS INC	4100185464	09/17/2025	ANNUAL MAINT. FEE 2025-2	06-14-31-6213	2490	2,813.03
RIEDEL SHOES INC	55077005	09/17/2025	NEW RENTAL SKATES	06-14-31-9503	2499	1,986.00
VESTIS GROUP INC	6170466306	09/17/2025	DRC MOP & TOWELS	06-14-31-7301	2503	32.36
EVERREADY SERVICES OF ST. LOUIS LLC	83556	09/17/2025	DRC EAST AND WEST CARPE	06-14-31-6203	2489	280.00
RHINE PARACO GAS OF ST LOUIS LLC	937300	09/17/2025	PROPANE FOR OLY	06-14-31-7307	2498	148.87

Division 31 - ICE ARENA Total: 29,544.75

Division: 32 - GOLF MAINTENANCE

ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	paper plates for shop	06-14-32-6212	DFT0011268	27.98
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	plastic forks for shop	06-14-32-6212	DFT0011268	25.78
KEEVEN BROTHERS INC	16756	08/27/2025	ZOYSIA SOD FOR FAIRWAYS	06-14-32-6212	2399	1,287.50
T MOBILE USA	971998911-08/21/25	08/27/2025	CITY PHONES GOLF MAINT 7	06-14-32-6253	68899	24.75
AUDUBON INTERNATIONAL	13640-2025	09/03/2025	MEMBERSHIP RENEWAL	06-14-32-6262	2419	400.00
E & G KRAEMER ENTERPRISES INC	68239	09/03/2025	FESCUE BLEND 12 BAGS	06-14-32-7302	2424	696.00
TURFWERKS-SCOTT'S POWER EQUIPMENT LLC	MI13968	09/03/2025	TURF BLOWER KIT	06-14-32-6211	68912	307.79

Council Report of Invoices Paid Listing

Payment Dates: 8/21/2025 - 9/17/2025

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
ADVANCED TURF SOLUTIONS INC	SO1358625	09/03/2025	RTF SEED FOR APRONS	06-14-32-7303	2418	137.00
AMERENUE	0639074006-08/13/25	09/04/2025	11400 OLDE CABIN LAKE FO	06-14-32-6250	DFT0011321	187.39
AMERENUE	4863142006-08/13/25	09/04/2025	11400 OLDE CABIN GOLF FA	06-14-32-6250	DFT0011316	383.92
AMERENUE	7072604119-08/13/25	09/04/2025	11400 OLDE CABIN MAINT S	06-14-32-6250	DFT0011317	76.40
SITEONE LANDSCAPE SUPPLY HOLDING LLC	157953777-001	09/10/2025	TURFPLEX FERTILLIZER FOR	06-14-32-7303	68931	192.00
RENTOKIL NORTH AMERICA INC	82928234	09/10/2025	PEST CONTROL FOR DRC	06-14-32-6212	2470	36.30
GREENSPRO INC	INV0063533	09/10/2025	HYDRA SPI BLUE SPRAY	06-14-32-7303	2452	210.00
MISSOURI AMERICAN WATER CO	1017-210013831700-08/21/	09/12/2025	11400 OLDE CABIN RD 7/19/	06-14-32-6254	DFT0011382	13,864.74
HOME DEPOT CREDIT SERVICES	9060049	09/16/2025	PVC VALVE & PIPE	06-14-32-6212	68936	6.43
ERB TURF EQUIPMENT INC	01-132416	09/17/2025	DRIVE MOTOR AND HUB FO	06-14-32-6211	2488	2,519.61
OREILLY AUTOMOTIVE STORES INC	1388-119493	09/17/2025	BATTERY, CARB CLEANER, GR	06-14-32-6210	2496	133.46
HELENA CHEMICAL CO	235283443	09/17/2025	RYE GRASS SEED FOR 6 FAIR	06-14-32-6212	2491	720.00
HOLCIM-MAMR INC	721681887	09/17/2025	GOLF COURSE SAND	06-14-32-6212	68946	1,403.91
Division 32 - GOLF MAINTENANCE Total:						22,640.96
Division: 33 - PRO-SHOP						
VESTIS GROUP INC	6170457529	08/27/2025	DRC MOP & TOWELS	06-14-33-7301	2414	22.80
SPIRE	4981701000-08/18/25	08/28/2025	11400 OLDE CABIN RD 7/19/	06-14-33-6252	DFT0011298	397.40
VESTIS GROUP INC	6170460459	09/03/2025	DRC MOP AND TOWELS	06-14-33-7301	2440	22.80
YAMAHA MOTOR FINANCE CORPORATION USA	885626	09/03/2025	Golf Cart Lease - Year 3 of 4	06-14-33-9503	68913	5,340.00
AMERENUE	9601003815-08/13/25	09/04/2025	11400 OLDE CABIN GOLF SH	06-14-33-6250	DFT0011322	3,093.78
METROPOLITAN ST LOUIS SEWER DISTRICT	293691	09/08/2025	1049261-9: 11400 OLDE CAB	06-14-33-6254	DFT0011341	186.79
VESTIS GROUP INC	6170463369	09/10/2025	DRC MOP & TOWELS	06-14-33-7301	2475	22.80
T N T INC	444216	09/17/2025	EXTRA KEYS FOR GOLF CART	06-14-33-9503	68957	96.36
T N T INC	446555	09/17/2025	PARTS FOR CHRIS TO FIX CAR	06-14-33-6210	68957	111.90
VESTIS GROUP INC	6170466306	09/17/2025	DRC MOP & TOWELS	06-14-33-7301	2503	22.80
EVERREADY SERVICES OF ST. LOUIS LLC	83556	09/17/2025	DRC EAST AND WEST CARPE	06-14-33-6203	2489	280.00
ROGER CLEVELAND GOLF COMPANY INC	8628261SO	09/17/2025	GOLF BALLS FOR RESALE	06-14-33-8324	68955	0.24
CALLAWAY GOLF SALES COMPANY	941178700	09/17/2025	GOLF BALLS FOR RESALE	06-14-33-8324	68941	0.42
Division 33 - PRO-SHOP Total:						9,598.09
Division: 34 - FOOD SERVICES						
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	Cups for Wine	06-14-34-7304	DFT0011268	19.38
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	Wine for Resale	06-14-34-8316	DFT0011268	91.23

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Payment Dates: 8/21/2025 - 9/17/2025

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
BREAKTHRU BEVERAGE GROUP	122978897	08/27/2025	BEER FOR RESALE	06-14-34-8316	68887	283.02
D AND D DISTRIBUTORS LLP	430046	08/27/2025	BEER FOR RESALE	06-14-34-8316	2390	412.90
VESTIS GROUP INC	6170457529	08/27/2025	DRC MOP & TOWELS	06-14-34-7301	2414	18.40
PEPSICO BEVERAGE SALES LL	30017006	09/03/2025	BEVERAGE FOR RESALE	06-14-34-8317	68908	1,048.29
D AND D DISTRIBUTORS LLP	434899	09/03/2025	BEER FOR RESALE	06-14-34-8316	2422	299.65
VESTIS GROUP INC	6170460459	09/03/2025	DRC MOP AND TOWELS	06-14-34-7301	2440	18.40
D AND D DISTRIBUTORS LLP	441155	09/10/2025	BEER FOR RESALE	06-14-34-8316	2448	447.30
PERFORMANCE FOOD GROUP INC	5059282	09/10/2025	FOOD AND SUPPLIES FOR CO	06-14-34-7304	68927	109.02
PERFORMANCE FOOD GROUP INC	5059282	09/10/2025	FOOD AND SUPPLIES FOR CO	06-14-34-8315	68927	246.63
PERFORMANCE FOOD GROUP INC	5059282	09/10/2025	FOOD AND SUPPLIES FOR CO	06-14-34-8317	68927	54.03
PERFORMANCE FOOD GROUP INC	5059282	09/10/2025	FOOD AND SUPPLIES FOR CO	06-14-34-8319	68927	604.46
VESTIS GROUP INC	6170463369	09/10/2025	DRC MOP & TOWELS	06-14-34-7301	2475	18.40
PEPSICO BEVERAGE SALES LL	26152011	09/17/2025	BEVERAGE FOR RESALE	06-14-34-8317	68953	747.21
D AND D DISTRIBUTORS LLP	445961	09/17/2025	BEER FOR RESALE	06-14-34-8316	2487	443.25
VESTIS GROUP INC	6170466306	09/17/2025	DRC MOP & TOWELS	06-14-34-7301	2503	18.40

Division 34 - FOOD SERVICES Total: **4,879.97**

Department 14 - COMMUNITY SERVICES Total: **66,663.77**

Fund 06 - MUNICIPAL ENTERPRISE FUND Total: **67,743.53**

Fund: 11 - SEWER LATERAL FUND

Department: 61 - CIP

Division: 93 - SEWER LATERAL

JOHN AND MEREDITH MILLE	00188-5956-08/07/25	08/27/2025	SANITARY SEWER LATERAL R	11-61-93-9315	68890	3,902.50
SHEERIE AND ROBBIE GREEN	00188-5957-08/11/25	08/27/2025	SANITARY SEWER LATERAL R	11-61-93-9315	68894	6,874.70
G TYMES LLC	00188-5960-09/03/25	09/03/2025	SANITARY SEWER LATERAL R	11-61-93-9315	68905	3,048.50
XIAOFANG WANG	00188-5961-09/08/25	09/10/2025	SANITARY SEWER LATERAL R	11-61-93-9315	68935	2,002.00
EUNICE BECKWITH	00188-0209-09/15/25	09/17/2025	SANITARY SEWER LATERAL R	11-61-93-9315	68943	3,430.00
REJ PROPERTIES LLC	00188-5962-09/12/25	09/17/2025	SANITARY SEWER LATERAL R	11-61-93-9315	68954	2,442.30

Division 93 - SEWER LATERAL Total: **21,700.00**

Department 61 - CIP Total: **21,700.00**

Fund 11 - SEWER LATERAL FUND Total: **21,700.00**

Fund: 19 - PUBLIC SAFETY FUND

Department: 21 - POLICE

Division: 23 - PUBLIC SAFETY

ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	REFUND FOR AEROSOL IRRIT	19-21-23-6261	DFT0011268	-190.00
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	RESISTANCE LOOP EXERCISE	19-21-23-7302	DFT0011268	9.95

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Payment Dates: 8/21/2025 - 9/17/2025

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	FOREIGN CURRENCY CONVE	19-21-23-7304	DFT0011268	3.19
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	LOUNGE SUPPLIES FOR PD	19-21-23-7304	DFT0011268	243.42
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	CUSTOM DIE-CUT STICKERS-	19-21-23-7304	DFT0011268	319.87
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	LOUNGE SUPPLIES FOR PD	19-21-23-7304	DFT0011268	64.56
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	EXTERNAL DRIVE AND CASE	19-21-23-7331	DFT0011268	125.28
ARVEST BANK OPERATIONS INC	PCARD PURCHASES JUL 25	08/22/2025	PRO LAPTOP CHARGER	19-21-23-7331	DFT0011268	26.88
SPIRE	0076006378-08/14/25	08/25/2025	350 N NEW BALLAS RD 7/15/	19-21-23-6252	DFT0011272	92.70
MISSOURI AMERICAN WATER CO	1017-220023905773-08/04/	08/26/2025	350 N NEW BALLAS RD FIRE	19-21-23-6254	DFT0011290	179.74
LOCAL CLEANERS LLC	000477	08/27/2025	CLEANING SERVICES - LOCAL	19-21-23-6212	2401	1,275.00
DELL MARKETING LP	10831030640	08/27/2025	3 POWER SUPPLIES FOR NE	19-21-23-9503	2392	641.34
THE EDELEN COMPANY INC	44825	08/27/2025	REPAIR SALLYPORT DOOR	19-21-23-9501	2411	920.00
RENTOKIL NORTH AMERICA INC	81586612	08/27/2025	JULY PEST CONTROL MAINTENANCE	19-21-23-6212	2410	70.40
WIEGMANN ASSOCIATES	86330	08/27/2025	SERVICE CALL-MAIN FLOOR	19-21-23-6211	2416	500.00
WIEGMANN ASSOCIATES	86426	08/27/2025	JUN QUARTERLY PREVENTATIVE	19-21-23-6211	2416	1,184.50
METROPOLITAN ST LOUIS SEWER DISTRICT	1225607-9-08/15/25	09/04/2025	350 N NEW BALLAS RADL 6/	19-21-23-6254	DFT0011320	112.21
MISSOURI AMERICAN WATER CO	1017-220023905711-08/19/	09/10/2025	350 N NEW BALLAS 7/17/25-	19-21-23-6254	DFT0011364	913.58
NEW SYSTEM LLC	109765	09/10/2025	PD LOUNGE SUPPLIES	19-21-23-6212	2465	627.41
INTIME SERVICES	14060	09/10/2025	INTIME SUBSCRIPTION - 9/1/	19-21-23-7332	2455	15,525.00
INC/ENTIME SERVICES INC						
AUTOMATIC GATE AND DOOR LLC	251581	09/10/2025	PLANNED MAINT ON PD AUT	19-21-23-6212	2443	300.00
GEOFFREY SCHULTZ	STIPEND-09/09/25	09/10/2025	STIPEND FOR LT SCHULTZ TR	19-21-23-6265	68918	3,500.00
CHARTER COMMUNICATION	173957801090125	09/17/2025	PD VOICE SEP 25	19-21-23-6253	2484	299.31
CHARTER COMMUNICATION	173957801090125	09/17/2025	PD TV AND INTERNET SEP 25	19-21-23-6255	2484	281.23
Division 23 - PUBLIC SAFETY Total:						27,025.57
Department 21 - POLICE Total:						27,025.57
Fund 19 - PUBLIC SAFETY FUND Total:						27,025.57
Fund: 99 - POOLED CASH						
ARVEST BANK	1797-08/25/25	08/27/2025	EPAYMENT 8/27/25	99-2809	DFT0011338	97.50
ARVEST BANK	3025-08/25/25	08/27/2025	EPAYMENT 8/27/25	99-2809	DFT0011337	2,186.91
ARVEST BANK	3025-09/01/25	09/03/2025	EPAYMENT 9/3/25	99-2809	DFT0011336	3,983.10
ARVEST BANK	3025-09/08/25	09/10/2025	EPAYMENT 9/10/25	99-2809	DFT0011408	94,881.10

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
ARVEST BANK	3025-09/15/25	09/17/2025	EPAYMENT 9/17/25	99-2809	DFT0011409	4,674.46
						105,823.07
						105,823.07
					Fund 99 - POOLED CASH Total:	105,823.07
					Grand Total:	2,166,040.06

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	868,957.21
02 - CAPITAL IMPROVEMENT FUND	394,706.91
05 - PARKS & STORMWATER FUND	680,083.77
06 - MUNICIPAL ENTERPRISE FUND	67,743.53
11 - SEWER LATERAL FUND	21,700.00
19 - PUBLIC SAFETY FUND	27,025.57
99 - POOLED CASH	105,823.07
Grand Total:	2,166,040.06

Account Summary

Account Number	Account Name	Payment Amount
01-11-12-6264	IN TOWN MEETINGS	1,720.16
01-11-12-7304	GENERAL SUPPLIES	205.00
01-11-12-7315	SPECIAL EVENTS	2,028.03
01-11-13-6202	TECHNICAL AND PERSO	221.60
01-11-13-6261	EDUCATION & TRAINING	111.42
01-12-10-6201	LEGAL AND ACCOUNTIN	15,220.87
01-12-11-6202	TECHNICAL AND PERSO	77.07
01-12-11-6203	PROFESSIONAL SERVICE	2,423.70
01-12-11-6253	TELEPHONE	32.18
01-12-11-6260	ADVERTISING	5.75
01-12-11-6262	DUES MEMBERSHIPS &	530.96
01-12-11-6264	IN TOWN MEETINGS	166.46
01-12-11-6271	MEDICAL SUPPLIES	340.00
01-12-14-6201	LEGAL AND ACCOUNTIN	590.00
01-12-14-6253	TELEPHONE	24.75
01-12-14-6264	IN TOWN MEETINGS	80.00
01-12-14-6265	TRAVEL & CONFERENCE	345.00
01-13-11-6202	TECHNICAL AND PERSO	346.00
01-13-11-6253	TELEPHONE	24.75
01-13-11-6265	TRAVEL & CONFERENCE	960.06
01-13-15-5230	HOSPITAL AND MEDICAL	17,533.27
01-13-15-6213	OFFICE EQUIPMENT MAI	66.00
01-13-15-6253	TELEPHONE	3,836.76
01-13-15-6255	CABLE TV AND INTERNE	438.09
01-13-15-6266	EQUIPMENT RENTAL	50.00
01-13-15-6272	EMPLOYEE RELATIONS	3.50
01-13-15-7304	GENERAL SUPPLIES	359.26
01-13-15-7312	OFFICE SUPPLIES	1,846.50
01-13-51-6202	TECHNICAL AND PERSO	803.50

Account Summary

Account Number	Account Name	Payment Amount
01-13-51-6213	OFFICE EQUIPMENT MAI	100.39
01-13-51-6253	TELEPHONE	24.75
01-13-51-7331	COMPUTER HARDWARE	6,325.32
01-13-51-7332	COMPUTER SOFTWARE	638.99
01-14-11-6202	TECHNICAL AND PERSO	2,500.70
01-14-11-6203	PROFESSIONAL SERVICE	460.43
01-14-11-6213	OFFICE EQUIPMENT MAI	2,813.03
01-16-11-6211	EQUIPMENT MAINTENA	6,064.26
01-16-11-6212	BUILDING AND GROUND	4,160.11
01-16-11-6250	ELECTRICITY	7,263.51
01-16-11-6252	NATURAL GAS	111.20
01-16-11-6253	TELEPHONE	24.75
01-16-11-6254	WATER AND SEWER	2,010.86
01-16-11-7304	GENERAL SUPPLIES	247.68
01-16-11-7308	WEARING APPAREL AND	50.10
01-1652	PREPAID POSTAGE	2,785.25
01-2102	FICA WITHHOLDING	91,428.86
01-2103	MEDICARE WITHHOLDIN	21,382.48
01-2104	FEDERAL TAX WITHHOL	74,821.13
01-2105	MISSOURI TAX WITHHOL	26,096.00
01-21-11-6203	PROFESSIONAL SERVICE	40.00
01-21-11-6210	VEHICLE MAINTENANCE	150.73
01-21-11-6211	EQUIPMENT MAINTENA	6.14
01-21-11-6253	TELEPHONE	294.56
01-21-11-6262	DUES MEMBERSHIPS &	16.96
01-21-11-6264	IN TOWN MEETINGS	90.00
01-21-11-6265	TRAVEL & CONFERENCE	725.00
01-21-11-6271	MEDICAL SUPPLIES	296.51
01-21-11-7302	SMALL TOOLS	128.11
01-21-11-7304	GENERAL SUPPLIES	657.04
01-21-11-7307	GASOLINE, PROPANE &	715.57
01-21-11-7308	WEARING APPAREL AND	50.10
01-21-11-7309	FOOD FOR PRISONERS	43.94
01-21-21-6202	TECHNICAL AND PERSO	415.81
01-21-21-6262	DUES MEMBERSHIPS &	50.00
01-21-21-7302	SMALL TOOLS	9.49
01-21-21-7307	GASOLINE, PROPANE &	262.26
01-21-22-6210	VEHICLE MAINTENANCE	2,358.58
01-21-22-6253	TELEPHONE	23.52
01-21-22-6261	EDUCATION & TRAINING	198.00
01-21-22-6265	TRAVEL & CONFERENCE	1,113.35
01-21-22-7302	SMALL TOOLS	181.47

Account Summary

Account Number	Account Name	Payment Amount
01-21-22-7304	GENERAL SUPPLIES	97.20
01-21-22-7307	GASOLINE, PROPANE &	7,429.25
01-21-22-7308	WEARING APPAREL AND	4,360.47
01-21-22-7313	RANGE SUPPLIES	71.40
01-21-22-7314	CRIME PREVENTION SUP	1,251.74
01-21-22-9502	VEHICLES	497.59
01-21-22-9503	EQUIPMENT	430.20
01-2211	HEALTH INSURANCE	129,817.35
01-2213	DENTAL INSURANCE PAY	6,519.98
01-2215	INTENSIVE CARE/CANCE	367.80
01-2218	VISION CARE	942.56
01-2224	VISION CARE-COBRA	47.51
01-2225	HEALTH INS PREM PAID	3,662.82
01-2226	DENTAL INS PREM PAID	266.79
01-2317	MO LAGERS	206,854.19
01-2318	ICMA ROTH 457	16,284.74
01-2319	ICMA ROTH IRA	1,372.50
01-2321	457 - VOYA	1,821.96
01-2322	457 - ICMA	21,226.82
01-2323	MOST PROGRAM	525.00
01-2412	PEACE OFFICER AND STA	3.00
01-2413	CVC - CRIME VICTIMS C	22.50
01-2806	OLIA REIMBURSABLE RE	3,401.00
01-2811	OLIVE/GRAESER REIMBU	705.00
01-2844	MISC. CLEARING ACCOU	376.85
01-31-11-6211	EQUIPMENT MAINTENA	218.10
01-31-11-6213	OFFICE EQUIPMENT MAI	224.51
01-31-11-6253	TELEPHONE	143.72
01-31-11-6260	ADVERTISING	116.00
01-31-11-6261	EDUCATION & TRAINING	-734.00
01-31-11-6262	DUES MEMBERSHIPS &	-245.00
01-31-11-6264	IN TOWN MEETINGS	25.00
01-31-11-7302	SMALL TOOLS	38.74
01-31-11-7304	GENERAL SUPPLIES	17.98
01-31-11-7307	GASOLINE, PROPANE &	102.40
01-31-11-9503	EQUIPMENT	336.88
01-31-41-6202	TECHNICAL AND PERSO	75.00
01-31-41-6207	TEMP PROFESSIONAL SE	7,498.92
01-31-41-6210	VEHICLE MAINTENANCE	596.65
01-31-41-6211	EQUIPMENT MAINTENA	7,168.85
01-31-41-6212	BUILDING AND GROUND	18,478.30
01-31-41-6250	ELECTRICITY	1,549.66

Account Summary

Account Number	Account Name	Payment Amount
01-31-41-6251	STREET LIGHTING	12,261.02
01-31-41-6252	NATURAL GAS	31.64
01-31-41-6253	TELEPHONE	275.09
01-31-41-6254	WATER AND SEWER	18,653.48
01-31-41-6261	EDUCATION & TRAINING	160.00
01-31-41-6266	EQUIPMENT RENTAL	336.76
01-31-41-7301	CHEMICALS & CLEANING	119.78
01-31-41-7302	SMALL TOOLS	177.84
01-31-41-7303	HORTICULTURAL SUPPLI	234.00
01-31-41-7305	STREET & SIDEWALK MA	6,392.25
01-31-41-7307	GASOLINE, PROPANE &	2,582.97
01-31-41-7308	WEARING APPAREL AND	1,428.68
01-31-41-7311	STREET SIGNS	6,599.27
01-31-41-9503	EQUIPMENT	5,828.31
01-31-43-6207	TEMP PROFESSIONAL SE	2,499.64
01-31-43-6210	VEHICLE MAINTENANCE	198.89
01-31-43-6211	EQUIPMENT MAINTENA	2,389.60
01-31-43-6212	BUILDING AND GROUND	14,299.52
01-31-43-6224	TAPPMAYER HOUSE MAI	1,386.47
01-31-43-6250	ELECTRICITY	1,774.77
01-31-43-6252	NATURAL GAS	31.63
01-31-43-6253	TELEPHONE	95.16
01-31-43-6254	WATER AND SEWER	20,322.80
01-31-43-6266	EQUIPMENT RENTAL	336.76
01-31-43-7301	CHEMICALS & CLEANING	119.77
01-31-43-7303	HORTICULTURAL SUPPLI	234.00
01-31-43-7307	GASOLINE, PROPANE &	2,030.75
01-31-43-7308	WEARING APPAREL AND	471.22
01-32-11-6202	TECHNICAL AND PERSO	210.80
01-32-11-6203	PROFESSIONAL SERVICE	5,000.00
01-32-11-6204	PLANNING AND DESIGN	10,278.20
01-32-11-6253	TELEPHONE	24.75
01-32-11-6260	ADVERTISING	130.90
01-32-61-6253	TELEPHONE	363.81
01-32-61-7302	SMALL TOOLS	52.28
01-4402	OCCUPATIONAL LICENSE	50.00
01-4420	BUILDING PERMITS	80.00
01-4604	POLICE MISC REVENUE	-1.11
02-61-71-9510	STREETS	394,706.91
05-61-71-7307	GASOLINE, PROPANE &	93.07
05-61-71-9506	PARK DEVELOPMENT PR	635,536.39
05-61-71-9509	STORMWATER PROJECTS	44,454.31

Account Summary

Account Number	Account Name	Payment Amount
06-14-31-6203	PROFESSIONAL SERVICE	1,030.00
06-14-31-6211	EQUIPMENT MAINTENA	3,730.50
06-14-31-6212	BUILDING AND GROUND	9,191.08
06-14-31-6213	OFFICE EQUIPMENT MAI	2,813.03
06-14-31-6250	ELECTRICITY	6,490.53
06-14-31-6252	NATURAL GAS	927.00
06-14-31-6253	TELEPHONE	49.50
06-14-31-6254	WATER AND SEWER	2,306.28
06-14-31-6262	DUES MEMBERSHIPS &	115.00
06-14-31-7301	CHEMICALS & CLEANING	540.86
06-14-31-7304	GENERAL SUPPLIES	44.91
06-14-31-7307	GASOLINE, PROPANE &	320.06
06-14-31-9503	EQUIPMENT	1,986.00
06-14-32-6210	VEHICLE MAINTENANCE	133.46
06-14-32-6211	EQUIPMENT MAINTENA	2,827.40
06-14-32-6212	BUILDING AND GROUND	3,507.90
06-14-32-6250	ELECTRICITY	647.71
06-14-32-6253	TELEPHONE	24.75
06-14-32-6254	WATER AND SEWER	13,864.74
06-14-32-6262	DUES MEMBERSHIPS &	400.00
06-14-32-7302	SMALL TOOLS	696.00
06-14-32-7303	HORTICULTURAL SUPPLI	539.00
06-14-33-6203	PROFESSIONAL SERVICE	280.00
06-14-33-6210	VEHICLE MAINTENANCE	111.90
06-14-33-6250	ELECTRICITY	3,093.78
06-14-33-6252	NATURAL GAS	397.40
06-14-33-6254	WATER AND SEWER	186.79
06-14-33-7301	CHEMICALS & CLEANING	91.20
06-14-33-8324	MERCHANDISE-GOLF BA	0.66
06-14-33-9503	EQUIPMENT	5,436.36
06-14-34-7301	CHEMICALS & CLEANING	73.60
06-14-34-7304	GENERAL SUPPLIES	128.40
06-14-34-8315	SANDWICHES AND HOT	246.63
06-14-34-8316	BEER	1,977.35
06-14-34-8317	COFFEE,TEA & SOFT DRI	1,849.53
06-14-34-8319	SNACKS	604.46
06-1625	GOLF BALLS	1,079.76
11-61-93-9315	SEWER LATERAL REIMB	21,700.00
19-21-23-6211	EQUIPMENT MAINTENA	1,684.50
19-21-23-6212	BUILDING AND GROUND	2,272.81
19-21-23-6252	NATURAL GAS	92.70
19-21-23-6253	TELEPHONE	299.31

Account Summary

Account Number	Account Name	Payment Amount
19-21-23-6254	WATER AND SEWER	1,205.53
19-21-23-6255	CABLE TV AND INTERNE	281.23
19-21-23-6261	EDUCATION & TRAINING	-190.00
19-21-23-6265	TRAVEL & CONFERENCE	3,500.00
19-21-23-7302	SMALL TOOLS	9.95
19-21-23-7304	GENERAL SUPPLIES	631.04
19-21-23-7331	COMPUTER HARDWARE	152.16
19-21-23-7332	COMPUTER SOFTWARE	15,525.00
19-21-23-9501	BUILDINGS & IMPROVE	920.00
19-21-23-9503	EQUIPMENT	641.34
99-2809	EPAYABLES LIABILITY	105,823.07
Grand Total:		2,166,040.06

Project Account Summary

Project Account Key	Payment Amount
None	1,089,195.92
19701E	26,350.00
21702E	145,043.71
218E	635,536.39
409e	17,193.00
410E	5,836.25
412E	1,732.33
415E	19,692.73
60022E	223,313.20
CDOGE	474.53
DAREE	1,251.74
K9 UNITE	420.26
Grand Total:	2,166,040.06



MEMORANDUM

DATE: September 15, 2025
TO: Sharon Stott, Interim City Administrator
FROM: Lori Obermoeller, Director of Finance
CC:
SUBJECT: 2025 Property Tax Rate Revised

RECOMMENDATION:

Staff recommends approval of the proposed legislation setting the 2025 tax rate for the City of Creve Coeur, including the debt service levy.

BACKGROUND INFORMATION:

Attached is a memo from July 31st on setting the 2025 property tax rates for the City of Creve Coeur that was presented and discussed at the Public Hearing of the August 25th City Council meeting. Since the Public Hearing, the Board of Equalization (BOE) finalized their numbers. The proposed tax rate for Residential and Commercial is changing from .062 to .063 per \$100 of Assessed Valuation (AV) and from .071 to .077 per \$100 of AV, respectively, as a result of the AV going down after BOE. While these numbers are increasing from what was presented at the Public Hearing, they are actually decreasing from the prior year's rates. Also note that since the Senior Tax Credits do not affect the AV, the anticipated revenue for the City will be less.

The proposed property tax rates for 2025 (after BOE) as compared to the last year's rates are as follows:

	<u>2024 Tax Rate</u>	<u>Proposed 2025 Tax Rate</u>	<u>2024 Debt Service Levy</u>	<u>Proposed 2025 Debt Service Levy</u>
Residential	.068	.063	.082	.082
Commercial	.078	.077	.082	.082
Agricultural	.056	.056	.082	.082
Personal	.000	.000	.082	.082

ATTACHMENTS:

A revised ordinance setting the 2025 property tax rates for the City of Creve Coeur and the published Public Hearing Notice.

**AN ORDINANCE ORDERING THE LEVY AND ESTABLISHMENT OF
THE RATES OF ANNUAL TAXES FOR MUNICIPAL PURPOSES IN
THE CITY OF CREVE COEUR FOR THE YEAR 2025**

WHEREAS, THE CITY COUNCIL OF THE CITY OF CREVE COEUR HELD A PUBLIC HEARING REGARDING THE SETTING OF ITS REAL PROPERTY TAX RATES FOR 2025 AT THE CREVE COEUR GOVERNMENT CENTER ON AUGUST 25, 2025 AT 7:00 P.M.; AND,

WHEREAS, NOTICE OF THE PUBLIC HEARING ON THE 2025 REAL PROPERTY TAX RATES WAS PREVIOUSLY PUBLISHED AT LEAST 7 DAYS PRIOR TO THE HEARING, IN THE ST. LOUIS COUNTIAN, A NEWSPAPER OF GENERAL CIRCULATION IN THE CITY; AND,

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

WHEREAS, 2025 TAX RATES OF \$.063 ON EACH ONE HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION FOR RESIDENTIAL PROPERTY, \$.077 ON EACH ONE HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION FOR COMMERCIAL PROPERTY, \$.056 ON EACH ONE HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION FOR AGRICULTURAL PROPERTY, AND \$.082 ON EACH ONE HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION FOR DEBT SERVICE LEVY ON REAL AND PERSONAL PROPERTY COMPLY WITH THE LAWS OF THE STATE OF MISSOURI AND MEET THE CITY'S BUDGETED REVENUE REQUIREMENTS FOR SUCH TAXES;

WHEREAS, THE INCREASE FROM NEW CONSTRUCTION IS \$14,134 (1.61%), AND THE INCREASE FROM HIGHER ASSESSED VALUATIONS IS \$24,040 (2.74%), RESULTING IN A TOTAL TAX REVENUE INCREASE OF 4.35%.

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

SECTION 1. THERE IS HEREBY LEVIED UPON ALL REAL PROPERTY SUBJECT TO TAXATION FOR SAID PURPOSE IN THE CITY OF CREVE COEUR, MISSOURI, AND EACH CLASS AND SUBCLASS THEREOF AS ESTABLISHED BY STATE LAW, AND IN THE CASE OF THE DEBT LEVY ALSO ON PERSONAL PROPERTY, TAXES FOR MUNICIPAL PURPOSES FOR THE YEAR 2025 AS FOLLOWS:

RESIDENTIAL PROPERTY	\$.063 ON EACH ONE HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION
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COMMERCIAL PROPERTY	\$.077ON EACH ONE HUNDRED DOLLARS
---------------------	-----------------------------------

BILL NO. _____

ORDINANCE NO. _____

(\$100.00) OF ASSESSED VALUATION

AGRICULTURAL PROPERTY

\$.056 ON EACH ONE HUNDRED DOLLARS
(\$100.00) OF ASSESSED VALUATION

DEBT SERVICE LEVY

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

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

PASSED BY CITY COUNCIL THIS 24th DAY OF SEPTEMBER, 2025.

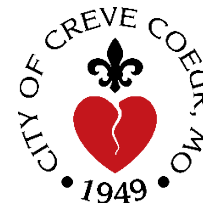
MARK MANLIN
CITY COUNCIL PRESIDENT

APPROVED THIS 24th DAY OF SEPTEMBER, 2025.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE
CITY CLERK



MEMORANDUM

DATE: July 31, 2025
TO: Sharon Stott, Interim City Administrator
FROM: Lori Obermoeller, Director of Finance
CC:
SUBJECT: 2025 Property Tax Rate

RECOMMENDATION:

Staff recommends approval of the proposed legislation setting the 2025 tax rate for the City of Creve Coeur, including the debt service levy.

BACKGROUND INFORMATION:

The proposed property tax rates for 2025 as compared to the 2024 rates are as follows:

	2024 Tax Rate	2025 Proposed Tax Rate	2024 Debt Service Levy	2025 Proposed Debt Service Levy
Residential	0.0680	0.0620	0.0820	0.0820
Commercial	0.0780	0.0710	0.0820	0.0820
Agricultural	0.0560	0.0560	0.0820	0.0820
Personal	0.0000	0.0000	0.0820	0.0820

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

The 2025 proposed tax rates are at the tax rate ceiling, any increase to the rate would require voter approval under the Hancock Amendment.

The assessed valuation (AV) for residential, agriculture, commercial and personal properties has increased \$160,041,007 with \$20,283,800 of it being from new construction. The \$.006 decrease in the residential tax rate and the \$.007 decrease in the commercial tax rate is a result

of the AV increasing more than the 2.9% CPI. The current assessment numbers for 2024 and 2025 are listed below:

	2024	2025
	Post-BOE	Pre-BOE
Residential	733,009,230	827,501,270
Commercial	437,501,831	513,832,413
Agricultural	3,590	3,590

Below is the Revenue projected for the General Fund and the Debt Service Fund for 2024 and 2025:

	2024	2024	2024	2025	2025	2025
	Rate	General Fund Revenue	Debt Revenue	Rate	General Fund Revenue	Debt Revenue
Residential	0.150	498,446	601,068	0.144	513,051	678,551
Commercial	0.160	341,251	358,752	0.153	364,821	421,343
Agricultural	0.138	2	3	0.138	2	3
Personal Prop.	0.082	0	132,151	0.082	0	123,310
		* <u>839,700</u>	* <u>1,091,973</u>		* <u>877,874</u>	* <u>1,223,207</u>

*Prior to Uncollectibles

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

Based upon the proposed tax rate for residential property and the debt service levy, a person with a house valued at \$500,000 and personal property valued of \$30,000, they would pay the City of Creve Coeur \$162.00 in property taxes for 2025 (an increase of \$11.38 from 2024), \$66.24 of which will go the General Fund and \$95.76 to the Debt Service Fund. This \$162.00 represents 2.2% of the property owner's total property tax bill. Since this is a reassessment year, the assessed valuation has increased 12%.

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

The new police station, completed in 2019, was funded by the 2017 GO Bond, leaving approximately \$1 million unspent. Instead of using these remaining funds for safety, security, and accessibility improvements at the Government Center, they were used to pre-pay existing GO Bond debt in July 2025.

ATTACHMENTS:

An ordinance setting the 2025 property tax rates for the City of Creve Coeur and the published Public Hearing Notice.

**AN ORDINANCE ORDERING THE LEVY AND ESTABLISHMENT OF
THE RATES OF ANNUAL TAXES FOR MUNICIPAL PURPOSES IN
THE CITY OF CREVE COEUR FOR THE YEAR 2025**

WHEREAS, THE CITY COUNCIL OF THE CITY OF CREVE COEUR HELD A PUBLIC HEARING REGARDING THE SETTING OF ITS REAL PROPERTY TAX RATES FOR 2025 AT THE CREVE COEUR GOVERNMENT CENTER ON AUGUST 25, 2025 AT 7:00 P.M.; AND,

WHEREAS, NOTICE OF THE PUBLIC HEARING ON THE 2025 REAL PROPERTY TAX RATES WAS PREVIOUSLY PUBLISHED AT LEAST 7 DAYS PRIOR TO THE HEARING, IN THE ST. LOUIS COUNTIAN, A NEWSPAPER OF GENERAL CIRCULATION IN THE CITY; AND,

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

WHEREAS, 2025 TAX RATES OF \$.062 ON EACH ONE HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION FOR RESIDENTIAL PROPERTY, \$.071 ON EACH ONE HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION FOR COMMERCIAL PROPERTY, \$.056 ON EACH ONE HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION FOR AGRICULTURAL PROPERTY, AND \$.082 ON EACH ONE HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION FOR DEBT SERVICE LEVY ON REAL AND PERSONAL PROPERTY COMPLY WITH THE LAWS OF THE STATE OF MISSOURI AND MEET THE CITY'S BUDGETED REVENUE REQUIREMENTS FOR SUCH TAXES;

WHEREAS, THE INCREASE FROM NEW CONSTRUCTION IS \$14,134 (1.61%), AND THE INCREASE FROM HIGHER ASSESSED VALUATIONS IS \$24,040 (2.74%), RESULTING IN A TOTAL TAX REVENUE INCREASE OF 4.35%.

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

SECTION 1. THERE IS HEREBY LEVIED UPON ALL REAL PROPERTY SUBJECT TO TAXATION FOR SAID PURPOSE IN THE CITY OF CREVE COEUR, MISSOURI, AND EACH CLASS AND SUBCLASS THEREOF AS ESTABLISHED BY STATE LAW, AND IN THE CASE OF THE DEBT LEVY ALSO ON PERSONAL PROPERTY, TAXES FOR MUNICIPAL PURPOSES FOR THE YEAR 2025 AS FOLLOWS:

RESIDENTIAL PROPERTY	\$.062 ON EACH ONE HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION
COMMERCIAL PROPERTY	\$.071 ON EACH ONE HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION
AGRICULTURAL PROPERTY	\$.056 ON EACH ONE HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION
DEBT SERVICE LEVY	\$.082 ON EACH ONE HUNDRED DOLLARS (REAL AND PERSONAL PROPERTY) (\$100.00) OF ASSESSED VALUATION

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

PASSED BY CITY COUNCIL THIS _____ DAY OF SEPTEMBER, 2025.

MARK MANLIN
CITY COUNCIL PRESIDENT

APPROVED THIS _____ DAY OF SEPTEMBER, 2025.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE. MRCC
CITY CLERK

**CITY OF CREVE COEUR
NOTICE OF PUBLIC HEARING - REVISED
2025 TAX RATE**

A PUBLIC HEARING WILL BE HELD BY THE CITY COUNCIL ON MONDAY AUGUST 25, 2025 AT 7:00 P.M. AT THE CREVE COEUR GOVERNMENT CENTER, 300 NORTH NEW BALLAS ROAD, CREVE COEUR, MISSOURI AT WHICH TIME THE PUBLIC SHALL BE HEARD ON THE PROPERTY TAX RATES PROPOSED TO BE SET BY THE CITY OF CREVE COEUR, MISSOURI. THE PROJECTED REVENUES FROM THE PROPERTY TAX ARE ESTIMATED TO PRODUCE SLIGHTLY MORE REVENUES FOR THE ANNUAL BUDGET FOR THE FISCAL YEAR 2026 BEGINNING JULY 1, 2025. THE INCREASE IS DUE TO AN INCREASE IN ASSESSED VALUATION, MAINLY AS A RESULT OF AN INCREASE IN RESIDENTIAL AND COMMERCIAL NEW CONSTRUCTION, AS WELL AS AN OVERALL INCREASE IN ASSESSED VALUATION FROM RESIDENTIAL AND COMMERCIAL PROPERTY – THIS IS A REASSESSMENT YEAR.

ASSESSED VALUATION (BY CATEGORIES)	CURRENT TAX YEAR 2024	PROPOSED TAX YEAR 2025
REAL ESTATE	\$ 1,160,292,650	\$ 1,331,424,560
PERSONAL PROPERTY	161,159,903 ⁽¹⁾	150,378,288
RAILROAD & UTILITY	10,222,001 ⁽²⁾	9,912,713
	\$ 1,331,674,554	\$ 1,491,715,561

⁽¹⁾ NO CITY TAX ASSESSED ON PERSONAL PROPERTY.

⁽²⁾ INCLUDED WITH COMMERCIAL REAL ESTATE IN CALCULATIONS.

	2024 Current General Tax Rate	2025 Proposed General Tax Rate	FY 2026 Proposed General Revenues	2024 Current Debt Levy	2025 Proposed Debt Levy	FY 2026 Proposed Debt Levy Revenues
Residential	0.0680	0.0620	\$513,051	0.0820	0.0820	\$678,551
Commercial	0.0780	0.0710	\$364,821	0.0820	0.0820	\$421,343
Agricultural	0.0560	0.0560	\$2	0.0820	0.0820	\$3
Personal	0.0000	0.0000	\$0	0.0820	0.0820	\$123,310
			\$877,874			\$1,223,207

**PRIOR TO UNCOLLECTIBLES

**ESTIMATED INCREASED IN TAX REVENUE
FOR PROPOSED 2025 TAX RATE**

SOURCE OF REVENUE INCREASE	DOLLARS	PERCENTAGE
INCREASED BASED ON NEW CONSTRUCTION	\$14,134	1.61%
INCREASE IN ASSESSED VALUATION	<u>\$24,040</u>	<u>2.74%</u>
	\$38,174	4.35%

THE PROPOSED 2025 TAX RATES ARE BASED UPON CURRENT INFORMATION. **THE RATES ARE SUBJECT TO CHANGE PRIOR TO ADOPTION BASED UPON ADDITIONAL INFORMATION FROM THE COUNTY COLLECTOR OR STATE AUDITOR CONCERNING THE TAX RATE CALCULATION.**

THE PUBLIC HEARING MAY CONTINUE AT THE NEXT MEETING, AT 7:00 P.M. ON SEPTEMBER 24, 2025, IF NECESSARY. IF THE HEARING IS CONTINUED, THAT INFORMATION WILL BE CONFIRMED DURING THE INITIAL SESSION, IN THE MEETING MINUTES, AND ON THE CITY WEBSITE AT WWW.CREVECOEURMO.GOV.

DR ROBERT HOFFMAN, MAYOR
CITY OF CREVE COEUR



MEMORANDUM

DATE: August 19, 2025
TO: Sharon Stott, Interim City Administrator
FROM: Lori Obermoeller, Director of Finance
CC:
SUBJECT: Budget Amendment for FY 2025 #2

RECOMMENDATION:

Staff recommends approval of the attached Ordinance amending FY 2025 General Fund and Police Building Fund Budgets.

BACKGROUND INFORMATION:

The City originally budgeted \$20,000 in FY2025 under line item 01-16-11-6211 (Equipment Maintenance for City Hall). As of today, expenditures have exceeded \$56,000, with more than \$43,000 attributed to unexpected repairs to the City Hall cooling tower, heat pump, and AC units.

To cover a portion of these unanticipated costs, we are transferring \$25,000 from the Public Works Street Maintenance Division, which has surplus funds, to the Municipal Facilities Maintenance Department. This transfer does not impact the overall budget, as it simply reallocates funds between departments.

Additionally, the Police Department installed a fence that exceeded its budget by \$12,660. Since this fund contains only one line item and has no flexibility to absorb the overage, we will need to appropriate \$12,660 from the Police Building Reserves.

ATTACHMENTS:

Attached is an ordinance amending the FY2025 General Fund Budget to authorize a \$25,000 transfer between departments. The ordinance also includes a request to appropriate an additional \$12,660 to the Police Building Fund Budget.

**AN ORDINANCE AMENDING THE ADOPTED 2025 GENERAL FUND AND POLICE BUILDING FUND BUDGETS
OF THE CITY OF CREVE COEUR BY TRANSFERRING \$25,000 WITHIN THE GENERAL FUND DEPARTMENTS BUDGET
AND AUTHORIZING ADDITIONAL APPROPRIATIONS OF \$12,660 TO THE POLICE BUILDING FUND BUDGET.**

WHEREAS, REVENUES WERE ESTIMATED AND APPROPRIATIONS WERE AUTHORIZED IN THE ANNUAL CITY BUDGET ADOPTED ON JUNE 10, 2024 BY ORDINANCE NO. 5895; AND

WHEREAS, IT IS IN THE INTEREST OF THE CITY OF CREVE COEUR TO AUTHORIZE A TRANSFER FROM THE PUBLIC WORKS DEPARTMENT (STREET MAINTENANCE DIVISION) TO THE MUNICIPAL FACILITIES DEPARTMENT TOTALING \$25,000; AND

WHEREAS, IT IS IN THE INTEREST OF THE CITY OF CREVE COEUR TO AUTHORIZE AN ADDITIONAL APPROPRIATION TO THE POLICE BUILDING FUND, TOTALING \$12,660, IN ORDER TO COVER ADDITIONAL COSTS FOR INSTALLING A NEW FENCE FOR THE POLICE DEPARTMENT;

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

SECTION 1. THAT THE ANNUAL OPERATING BUDGET FOR THE GENERAL FUND FOR THE FISCAL YEAR 2025 AS ADOPTED, IS HEREBY AMENDED BY AUTHORIZING THE TRANSFER OF \$25,000 FROM THE PUBLIC WORKS DEPARTMENT (STREET MAINTENANCE DIVISION) TO THE TO THE MUNICIPAL FACILITIES MAINTENANCE DEPARTMENT FOR \$25,000.

GENERAL FUND

EQUIPMENT MAINTENANCE (01-31-41-6211) - STREET MAINTENANCE DIVISION	(14,000)
STREET LIGHTING (01-31-41-6251) - STREET MAINTENANCE DIVISION	(11,000)
EQUIPMENT MAINTENANCE (01-16-11-6211) - MUNICIPAL FACILITIES DEPARTMENT	25,000
TOTAL GENERAL FUND	\$ -

SECTION 2. THAT THE ANNUAL OPERATING BUDGET FOR THE POLICE BUILDING FUND FOR THE FISCAL YEAR 2025 AS ADOPTED, IS HEREBY AMENDED BY AUTHORIZING AN ADDITIONAL APPROPRIATION TO COVER THE EXTRA COSTS FOR THE POLICE FENCE.

POLICE BUILDING FUND

SITework AND BUILDING CONSTRUCTION (15-61-71-9501)	12,660
TOTAL POLICE BUILDING FUND	\$ 12,660

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

ADOPTED THIS _____ DAY OF _____ 2025.

MARK MANLIN
PRESIDENT OF THE CITY COUNCIL

APPROVED THIS _____ DAY OF _____ 2025.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE, MRCC
CITY CLERK



MEMORANDUM

DATE: August 19, 2025
TO: Interim City Administrator Sharon Stott
FROM: Director of Finance Lori Obermoeller
CC: Chief of Police Jeffrey Hartman
SUBJECT: Revising Section 615 Massage Therapy

RECOMMENDATION:

In an effort to streamline our processes and eliminate duplicate requirements, staff is recommending changes to the City's massage business and massage therapist permit fees and renewal terms.

BACKGROUND INFORMATION:

Currently, the City's permit fees are set to cover the administrative costs of fingerprinting, running background checks, entering the data into the software system, and printing the photo ID cards. However, the State of Missouri also performs these same functions—fingerprinting, background checks, and license identification badges—as part of its own licensing process. This overlap results in unnecessary duplication of both work and fees for applicants and for the City.

To address this, we are proposing the following changes:

Permit Fees & Required Documents:

- Massage Applications will be made online.
- Massage Business Permit: Reduced from \$300 to \$25.
- Massage Therapist Permit: Reduced from \$150 to \$25.
- No longer charge a \$20 fee payable to "State of Missouri, Criminal Record System" for either Permit since they do this with the State Permit.
- No longer require photographs or fingerprints, since the State does this.

These revised amounts will cover the City's costs to verify state license data, enter it into our permitting system, and print a license.

Permit Term Alignment:

- Both the massage business and therapist permits will now follow the State's two-year licensing term, which runs from January 1 through December 31, rather than the City's current one-year term. This alignment reduces confusion and improves consistency for license holders.

Section 615.060 and 615.070 of the current code requires both the Community Development Department and the Police Department to conduct inspections. However, the Police Department has historically handled the health and safety inspections specifically for both the massage business and massage therapist permits. The Community Development Department does Occupancy Inspections for the Business License, but that is separate from this Section of the code. To eliminate redundancy and streamline the process, all future inspections will be conducted solely by the Police Department.

Additionally, Section 615.120 of the code currently mandates that both departments conduct health and safety inspections at least twice per year. This requirement to do at least twice a year has been deemed unnecessary, and as such, the requirement for biannual inspections will be removed from the code and “may from time to time” be required by the Police Department.

Section 615.130 currently assigns full control and administration of license suspensions or revocations to the Finance Director. However, since the Chief of Police is responsible for providing all recommendations for approval or denial, it would be more appropriate to transfer this authority to the Chief of Police or his designee for consistency and alignment with actual practice.

These adjustments reflect our commitment to efficient government operations, reducing unnecessary burdens on businesses and professionals while maintaining the City's ability to track and verify licensed operations.

ATTACHMENTS:

Attached is a red-lined copy amending the Ordinance for Section 615.050, 615.060, 615.070, 615.080, 615.120, and 615.130 of the City of Creve Coeur’s Charter, a clean version of the amended Ordinance, and a copy of the amended Applicant Information Checklist for Massage Business Permit and/or Massage Therapist Permit.

Please let me know if you have any questions or would like additional details.

AN ORDINANCE AMENDING SECTION 615.050 APPLICATION PACKET, 615.060 DISCLOSURE AND SUBMITTAL OF PERMIT APPLICATIONS, FEES, SECTION 615.070 INVESTIGATION AND RECOMMENDATION PROCESS, SECTION 615.080 DISPLAYS REQUIRED, SECTION 615.120 INSPECTION, AND SECTION 615.130 SUSPENSION OR REVOCATION OF LICENSE – DENIAL OF RENEWAL OF CHAPTER 615 MASSAGE THERAPY OF THE CITY OF CREVE COEUR CODE OF ORDINANCES.

WHEREAS, a change to streamline our processes and eliminate duplicative requirements requires an update to Sections 615.050, 615.060, 615.070, 615.080, 615.120 AND 615.130 of Chapter 615 Massage Therapy the Code of Ordinances;

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

SECTION 1: Section 615.050 is hereby amended to read as follows:

Section 615.050. Application Packet.

A. The application packet for an initial or a renewal massage therapist or massage business permit shall be on forms prescribed by the City.

B. Every initial application or renewal application for a massage therapist or massage business permit shall be made ~~in writing online~~, under ~~oath affirmation~~.

C. The application packet shall include an informational checklist, a copy of this Chapter and the appropriate application(s) for massage therapist or massage business permit(s).

D. The completed forms shall contain information sufficient to verify the qualifications of the application for a permit or a renewal permit.

E. If the massage business applicant is an individual or sole proprietor or a partnership, corporation or other legal entity, the applicant shall provide the full name, address and other information required from applicants relating to each individual involved in the ownership or management of the business.

F. If a massage business applicant also intends to perform massage therapy personally, then such applicant shall be required to obtain a massage therapist permit in addition to the massage business permit.

G. A copy of Section **405.450** of the Municipal Code regarding a home business shall be provided to persons seeking to operate a home business that involves providing outcall massage therapy.

SECTION 2: Section 615.060 is hereby amended to read as follows:

Section 615.060. Disclosure and Submittal of Permit Applications, Fees.

- A. *Application Packets.* The application packet shall be obtained from the ~~office of the Chief of Police. Upon completion, the application packet must be returned to the office of the Chief of Police.~~ City website and completed online.
- B. *Disclosure — Attachments.* An applicant for any initial permit provided for in this Chapter shall completely disclose all information required by the application and such application shall contain the required attachments in order to be considered complete. Attachments shall include:
- ~~1. Two (2) recent facial photographs of the applicant that meet the requirements for U.S. passport applications.~~
 - ~~2. Official document showing proof of age. (Massage therapists must be eighteen (18) years of age and massage business operators must be twenty-one (21) years of age.)~~
 - ~~3. Two (2) "applicant fingerprint cards" provided and processed by the Police Department.~~
 - ~~4.1. A complete criminal history check conducted through the Missouri State Highway Patrol.~~ When an applicant has been convicted of any crime other than minor traffic violations, a statement must be made on the application giving the place and court in which the conviction was obtained and the sentence imposed as a result of such conviction.
 - ~~5.2. An non-refundable annual~~ fee of ~~three hundred dollarst~~twenty-five dollars (\$25)~~300.00) shall be required~~ for each massage business permit and/ or ~~one hundred fifty dollars (\$150.00)~~ twenty-five dollars (\$25) shall be required for each massage therapist permit, each permit is valid for a two-year period of ~~for the permit period of~~ January first (1) through December thirty-first (31st) or any portion thereof. Fees for permits required by this Chapter shall not be refundable if for any reason a permit is not issued or if the permittee ~~has~~shall ~~ceased~~ operations before the end of the period for which the permit was issued. Permit fees are not prorated for any unused portion of the permit period.
 - ~~6.3. A copy of a valid license identifying the applicant as a massage business and/or massage therapist (as applicable) licensed in the State shall be provided, together with a copy of all documents submitted~~ as part of the application for said license(s).
- C. *Renewal Applications.* Applications for a renewal of permits issued under this Chapter may be submitted at any time up to thirty (30) days prior to the date of expiration, along with the applicable fee.
1. Renewal permits for massage businesses require an inspection of the premises conducted by the ~~Community Development Department and~~ Police Department.
 - ~~2. Renewal applications must be accompanied by an updated criminal history check.~~
 2. Renewal applications must be accompanied by documentation that the applicant's

required State license remains in effect.

D. *Transfer Of Permit.* No massage therapist or massage business permit shall be transferable.

SECTION 3: Section 615.070 is hereby amended to read as follows:

Section 615.070. Investigation and Recommendation Process.

- A. *Investigation Of Applicants.* Upon receipt of a completed massage business and/or massage therapist application packet(s), the Chief of Police shall direct an investigation of the validity of the statements and the facts contained therein. Any person who has failed to submit an application or has submitted an incomplete application packet shall not be entitled to consideration until such time that the application packet is complete. Submittal of an inaccurate application shall be grounds for the Chief of Police to refuse to recommend the issuance of a permit.
- B. *Findings.* The Chief of Police or their designee shall not issue ~~make a favorable recommendation for~~ a massage therapist permit or massage business permit, if unless they ~~Chief~~ finds:
1. The applicant and/or any other person who will be directly engaged in the management and/or operation of the massage business or the providing of massage therapy services:
 - a. Has been convicted of a felony;
 - b. Has been convicted of an offense involving sexual misconduct with children;
 - c. Has been convicted of an obscenity offense, solicitation of a lewd or unlawful act, prostitution or pandering;
 - d. Has no valid State license or otherwise fails to meet the requirements of this Chapter.
 2. Notwithstanding the foregoing, tThe Chief of Police or their designee in ~~their~~his/her discretion may ~~issue~~recommend the issuance of a permit to any person as described in Subsection (B)(1)(a — c) provided if they he/she finds evidence that such circumstances occurred more than five (5) years prior to the date of the application and that the applicant does not pose a risk to public safety.
- C. *Massage Therapist Permit Process.*
- ~~The Chief of Police shall within~~A representative of the Police Department shall as soon as practical and no later than fourteen (14) days after submission of an~~of receipt of a complete~~ complete application shall approve or deny the issuance of a massage therapist permit based upon an assessment of the application and the compliance with this Chapter, -submit to the Finance Director a recommendation to approve or deny the issuance of—a massage therapist permit to any person who applies for a permit to perform massage therapy services.

~~Based on the favorable recommendation of the Chief of Police, the Finance Director shall issue said permit as soon as practical,~~ unless the massage therapist applicant has also applied for a massage business permit, in which case the permit shall be held until issuance of the massage business permit (or withdrawal of the application).

D. *Massage Business Permit Process.*

~~a. The Chief of Police shall within fourteen (14) days of receipt of a complete application submit a recommendation to the Finance Director to approve or deny the issuance of a massage business permit to any person who applies for a permit to operate a massage business.~~

~~b.a.~~ A representative of the ~~Community Development Department~~ and a representative of the Police Department shall, as soon as practical and no later than fourteen (14) days after submission of a complete application ~~a favorable recommendation by the Chief of Police~~, conduct an inspection of the premises of the proposed massage business to determine compliance with the provisions of this Chapter.

~~e.b.~~ Upon completion of the inspection, the designated representative of the ~~Community Development~~ Police Department shall ~~submit a recommendation to the Finance Director to~~ approve or deny the issuance of a massage business permit based upon an assessment of the application and the compliance of the premises with this Chapter. The applicant shall be given a reasonable time to cure any deficiencies before a ~~denial~~ negative recommendation is issued.

~~Upon the favorable recommendations by the Chief of Police and the Director of the Community Development Department the Finance Director shall issue the permit.~~

E. *Renewal Process.* ~~Once the applicant has successfully satisfied the requirements regarding a renewal application, t~~The designated representative of the Police Department~~Chief of Police and, if applicable, the Community Development Department shall~~Department shall provide to the Finance Director a recommendation to approve or deny the massage therapist or the massage business permit renewal within seven (7) days of completion of the inspection - based upon an assessment of the application and the compliance of the premises with this Chapter based on an inspection. ~~The applicant shall be given a reasonable time to cure any deficiencies before a denial is issued and upon receipt of favorable recommendation(s) the Finance Director shall issue the permit.~~

SECTION 4: Section 615.080 is hereby amended to read as follows:

Section 615.080. Displays Required.

A. *Massage Business Permit/Fee Schedule.* Every person to whom or for which a massage business permit has been granted under this Chapter shall display their State license and such permit and a fee schedule in a conspicuous place so that the same may readily be seen

by persons entering the premises of the massage business.

- B. *Massage Therapist Permit.* Every person to whom a massage therapist permit has been granted under this Chapter shall display their State license and such permit in a conspicuous place so that the same may readily be seen by persons entering the premises of the massage business. Every person performing outcall massage therapy shall have in their possession their State license and any applicable City permit to show the customer upon request.

~~C. *Massage Therapist Identification Badge.* Every person to whom a massage therapist permit has been granted under this Chapter shall also be issued an identification badge that corresponds to the massage therapist permit.~~

~~D.C. *Student License.*~~ Student licenses shall be displayed within the school in a conspicuous place with a photograph of the student that has been taken within the last two (2) years.

SECTION 5: Section 615.120 is hereby amended to read as follows:

Section 615.120. Inspection.

~~In addition to inspections required for permit issuance or renewal, d~~Designated representatives of the ~~Community Development Department and the~~ Police Department ~~shall~~ may from time to time ~~and at least twice a year~~ make a health and safety inspection of the publicly accessible areas of each massage business in the City for the purpose of determining that the provisions of this Chapter are being met. Such inspection shall be made at reasonable times and in a reasonable manner. It shall be unlawful for any permittee to fail to allow such inspection personnel such access to the premises or to hinder such personnel in any manner regarding such inspections.

SECTION 6: Section 615.130 is hereby amended to read as follows:

Section 615.130. Suspension or Revocation of License – Denial of Renewal.

A. The ~~Finance Director~~ Chief of Police and his designees ~~has~~ ves the authority to deny the renewal of, suspend or revoke any massage therapist permit or massage business permit if the ~~Finance Director believes that~~ conditions have changed such that the holder of a massage therapist permit or massage business permit would be ineligible to receive a new massage therapist's permit or massage business permit; or that the holder of the massage therapist permit or massage business permit is in violation of this Chapter or State law pertaining to massage therapy or business. In furtherance of this Section, a permittee must immediately inform the ~~Finance Director~~ Chief of Police or his designee of the renewal, extension, expiration, suspension, revocation or termination of their State license and must supply documentation

regarding any change in the status of their State license. Permittees must also provide the ~~Finance Director~~Chief of Police or his designee with a copy of any complaint filed against them or any inspection report provided to them under Chapter 324, RSMo., immediately upon their receipt thereof.

B. If, however, the ~~Finance Director~~Chief of Police or his designee believes that the holder of a massage therapist permit or massage business permit may remedy the conditions of non-compliance and the permittee has not previously been in violation of this Section or State law pertaining to massage therapy or massage businesses, then the ~~Finance Director~~Chief of Police or his designee may suspend the permit for a period up to thirty (30) days in lieu of revocation or denial of permit.

C. If the ~~Finance Director~~Chief of Police or his designee believes that the changed condition is not of such imminent hazard to the safety, morals or peace of the residents of the City, the ~~Finance Director~~Chief of Police or his designee shall schedule a hearing prior to taking any suspension or revocation action. The permittee shall be given ~~a-leastat least~~ ten (10) days' notice of the hearing.

D. If the ~~Finance Director~~Chief of Police or his designee believes that the changed conditions are such that the permittee would not be able to remedy the situation within a suspension period; or the permittee fails or refuses to remedy the conditions; or the permittee has previously been in violation of this Section or State law pertaining to massage therapy or massage businesses, then the ~~Finance Director~~Chief of Police or his designee may revoke the permit. Under such revocation, the permittee may request a hearing with the Chief of Police or his designee to be conducted within seven (7) days following the suspension or revocation. A record shall be made of any hearing hereunder. Any party aggrieved by the decision shall have the right to appeal to the Circuit Court of St. Louis County.

E. If the ~~Finance Director~~Chief of Police or his designee believes that the safety, morals or peace of the residents of the City are immediately affected by a change in conditions, the ~~Finance Director~~Chief of Police or his designee may immediately suspend or revoke the permit. Under such suspension or revocation, the permittee may request a hearing with the ~~Finance Director~~Chief of Police or his designee to be conducted within ~~seven (7)~~five (5) days following the suspension or revocation.

F. A record shall be made of any hearing hereunder. Any party aggrieved by the decision ~~of the Finance Director~~ shall have the right to appeal to the Circuit Court of St. Louis County.

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

ADOPTED THIS ____ DAY OF _____, 2025.

MARK MANLIN
CITY COUNCIL PRESIDENT

BILL NO. 6184

ORDINANCE NO. _____

APPROVED THIS ___DAY OF _____, 2025.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE, MRCC
CITY CLERK

AN ORDINANCE AMENDING SECTION 615.050 APPLICATION PACKET, 615.060 DISCLOSURE AND SUBMITTAL OF PERMIT APPLICATIONS, FEES, SECTION 615.070 INVESTIGATION AND RECOMMENDATION PROCESS, SECTION 615.080 DISPLAYS REQUIRED, SECTION 615.120 INSPECTION, AND SECTION 615.130 SUSPENSION OR REVOCATION OF LICENSE – DENIAL OF RENEWAL OF CHAPTER 615 MASSAGE THERAPY OF THE CITY OF CREVE COEUR CODE OF ORDINANCES.

WHEREAS, a change to streamline our processes and eliminate duplicative requirements requires an update to Sections 615.050, 615.060, 615.070, 615.080, 615.120 AND 615.130 of Chapter 615 Massage Therapy the Code of Ordinances;

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

SECTION 1: Section 615.050 is hereby amended to read as follows:

Section 615.050. Application Packet.

A. The application packet for an initial or a renewal massage therapist or massage business permit shall be on forms prescribed by the City.

B. Every initial application or renewal application for a massage therapist or massage business permit shall be made online, under affirmation.

C. The application packet shall include an informational checklist, a copy of this Chapter and the appropriate application(s) for massage therapist or massage business permit(s).

D. The completed forms shall contain information sufficient to verify the qualifications of the application for a permit or a renewal permit.

E. If the massage business applicant is an individual or sole proprietor or a partnership, corporation or other legal entity, the applicant shall provide the full name, address and other information required from applicants relating to each individual involved in the ownership or management of the business.

F. If a massage business applicant also intends to perform massage therapy personally, then such applicant shall be required to obtain a massage therapist permit in addition to the massage business permit.

G. A copy of Section **405.450** of the Municipal Code regarding a home business shall be provided to persons seeking to operate a home business that involves providing outcall massage therapy.

SECTION 2: Section 615.060 is hereby amended to read as follows:

Section 615.060. Disclosure and Submittal of Permit Applications, Fees.

- A. *Application Packets.* The application packet shall be obtained from the City website and completed online.
- B. *Disclosure — Attachments.* An applicant for any initial permit provided for in this Chapter shall completely disclose all information required by the application and such application shall contain the required attachments in order to be considered complete. Attachments shall include:
1. When an applicant has been convicted of any crime other than minor traffic violations, a statement must be made on the application giving the place and court in which the conviction was obtained and the sentence imposed as a result of such conviction.
 2. A non-refundable fee of twenty-five dollars (\$25.00) shall be required for each massage business permit and/ or twenty-five dollars (\$25) shall be required for each massage therapist permit, each permit is valid for a two-year period of January first (1) through December thirty-first (31st) or any portion thereof. Fees for permits required by this Chapter shall not be refundable if for any reason a permit is not issued or if the permittee has ceased operations before the end of the period for which the permit was issued. Permit fees are not prorated for any unused portion of the permit period.
 3. A copy of a valid license identifying the applicant as a massage business and/or massage therapist (as applicable) licensed in the State shall be provided, together with a copy of all documents submitted as part of the application for said license(s).
- C. *Renewal Applications.* Applications for a renewal of permits issued under this Chapter may be submitted at any time up to thirty (30) days prior to the date of expiration, along with the applicable fee.
1. Renewal permits for massage businesses require an inspection of the premises conducted by the Police Department.
 2. Renewal applications must be accompanied by documentation that the applicant's required State license remains in effect.
- D. *Transfer Of Permit.* No massage therapist or massage business permit shall be transferable.

SECTION 3: Section 615.070 is hereby amended to read as follows:

Section 615.070. Investigation and Recommendation Process.

- A. *Investigation Of Applicants.* Upon receipt of a completed massage business and/or massage therapist application packet(s), the Chief of Police shall direct an investigation of the validity of the statements and the facts contained therein. Any person who has failed to submit an application or has submitted an incomplete application packet shall not be entitled to consideration until such time that the application packet is complete. Submittal

of an inaccurate application shall be grounds for the Chief of Police to refuse to recommend the issuance of a permit.

B. *Findings.* The Chief of Police or their designee shall not issue a massage therapist permit or massage business permit, if they finds:

1. The applicant and/or any other person who will be directly engaged in the management and/or operation of the massage business or the providing of massage therapy services:
 - a. Has been convicted of a felony;
 - b. Has been convicted of an offense involving sexual misconduct with children;
 - c. Has been convicted of an obscenity offense, solicitation of a lewd or unlawful act, prostitution or pandering;
 - d. Has no valid State license or otherwise fails to meet the requirements of this Chapter.
2. Notwithstanding the foregoing, the Chief of Police or their designee in their discretion may issue a permit to any person as described in Subsection (B)(1)(a — c) provided they find evidence that such circumstances occurred more than five (5) years prior to the date of the application and that the applicant does not pose a risk to public safety.

C. *Massage Therapist Permit Process.*

A representative of the Police Department shall as soon as practical and no later than fourteen (14) days after submission of a complete application shall approve or deny the issuance of a massage therapist permit based upon an assessment of the application and the compliance with this Chapter, unless the massage therapist applicant has also applied for a massage business permit, in which case the permit shall be held until issuance of the massage business permit (or withdrawal of the application).

D. *Massage Business Permit Process.*

- a. A representative of the Police Department shall, as soon as practical and no later than fourteen (14) days after submission of a complete application, conduct an inspection of the premises of the proposed massage business to determine compliance with the provisions of this Chapter.
- b. Upon completion of the inspection, the designated representative of the Police Department shall approve or deny the issuance of a massage business permit based upon an assessment of the application and the compliance of the premises with this Chapter. The applicant shall be given a reasonable time to cure any deficiencies before a denial is issued.

E. *Renewal Process.* The designated representative of the Police Department shall approve or

deny the massage therapist or the massage business permit renewal within seven (7) days of completion of the inspection - based upon an assessment of the application and the compliance of the premises with this Chapter based on an inspection. The applicant shall be given a reasonable time to cure any deficiencies before a denial is issued.

SECTION 4: Section 615.080 is hereby amended to read as follows:

Section 615.080. Displays Required.

- A. *Massage Business Permit/Fee Schedule.* Every person to whom or for which a massage business permit has been granted under this Chapter shall display their State license and such permit and a fee schedule in a conspicuous place so that the same may readily be seen by persons entering the premises of the massage business.
- B. *Massage Therapist Permit.* Every person to whom a massage therapist permit has been granted under this Chapter shall display their State license and such permit in a conspicuous place so that the same may readily be seen by persons entering the premises of the massage business. Every person performing outcall massage therapy shall have in their possession their State license and any applicable City permit to show the customer upon request.
- C. *Student License.* Student licenses shall be displayed within the school in a conspicuous place with a photograph of the student that has been taken within the last two (2) years.

SECTION 5: Section 615.120 is hereby amended to read as follows:

Section 615.120. Inspection.

In addition to inspections required for permit issuance or renew, designated representatives of the Police Department may from time to time make a health and safety inspection of the publicly accessible areas of each massage business in the City for the purpose of determining that the provisions of this Chapter are being met. Such inspection shall be made at reasonable times and in a reasonable manner. It shall be unlawful for any permittee to fail to allow such inspection personnel such access to the premises or to hinder such personnel in any manner regarding such inspections.

SECTION 6: Section 615.130 is hereby amended to read as follows:

Section 615.130. Suspension or Revocation of License – Denial of Renewal.

A. The Chief of Police and his designees have the authority to deny the renewal of, suspend or revoke any massage therapist permit or massage business permit if the conditions have changed such that the holder of a massage therapist permit or massage business permit would be ineligible to receive a new massage therapist permit or massage business permit; or that the holder of the massage therapist permit or massage business permit is in violation of this Chapter or State law pertaining to massage therapy or business. In furtherance of this Section, a permittee must immediately inform the Chief of Police or his designee of the renewal, extension, expiration, suspension, revocation or termination of their State license and must supply documentation regarding any change in the status of their State license. Permittees must also provide the Chief of Police or his designee with a copy of any complaint filed against them or any inspection report provided to them under Chapter 324, RSMo., immediately upon their receipt thereof.

B. If, however, the Chief of Police or his designee believes that the holder of a massage therapist permit or massage business permit may remedy the conditions of non-compliance and the permittee has not previously been in violation of this Section or State law pertaining to massage therapy or massage businesses, then the Chief of Police or his designee may suspend the permit for a period up to thirty (30) days in lieu of revocation or denial of permit.

C. If the Chief of Police or his designee believes that the changed condition is not of such imminent hazard to the safety, morals or peace of the residents of the City, the Chief of Police or his designee shall schedule a hearing prior to taking any suspension or revocation action. The permittee shall be given at least ten (10) days' notice of the hearing.

D. If the Chief of Police or his designee believes that the changed conditions are such that the permittee would not be able to remedy the situation within a suspension period; or the permittee fails or refuses to remedy the conditions; or the permittee has previously been in violation of this Section or State law pertaining to massage therapy or massage businesses, then the Chief of Police or his designee may revoke the permit. Under such revocation, the permittee may request a hearing with the Chief of Police or his designee to be conducted within seven (7) days following the suspension or revocation. A record shall be made of any hearing hereunder. Any party aggrieved by the decision shall have the right to appeal to the Circuit Court of St. Louis County.

E. If the Chief of Police or his designee believes that the safety, morals or peace of the residents of the City are immediately affected by a change in conditions, the Chief of Police or his designee may immediately suspend or revoke the permit. Under such suspension or revocation, the permittee may request a hearing with the Chief of Police or his designee to be conducted within seven (7) days following the suspension or revocation.

F. A record shall be made of any hearing hereunder. Any party aggrieved by the decision shall have the right to appeal to the Circuit Court of St. Louis County.

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

ADOPTED THIS ____ DAY OF _____, 2025.

BILL NO. 6184

ORDINANCE NO. _____

MARK MANLIN
CITY COUNCIL PRESIDENT

APPROVED THIS __ DAY OF _____, 2025.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE, MRCC
CITY CLERK

APPLICANT INFORMATIONAL CHECKLIST FOR MESSAGE BUSINESS PERMIT AND/OR MESSAGE THERAPIST PERMIT

In order to make the application process run smoothly we ask that you follow the below instructions. Include the following items in your application package. An incomplete application will **not** be processed.

BUSINESS OWNERS/OPERATORS PERMIT (SECTION 615.040): If you are an owner/ operator:

Please complete the application online through the City's website, leaving no unanswered blanks.

NOTE: A new application must be completed each every other year. The below listed items must be included in order to process your application.

- _____ A check in the amount of \$~~300~~ 25 payable to "City of Creve Coeur or pay online through the City's website." Permit valid through December 31st. The permit is valid for a two-year period running from January 1 through December 31 with no prorations or refunds for partial years.
You must also obtain a standard business license as required by the City.
- _____ ~~A check in the amount of \$20 payable to "State of Missouri, Criminal Record System" (for record check).~~
- _____ ~~Proof the applicant is at least twenty-one (21) years of age (Driver's license or State ID card).~~
- _____ A copy of the license for massage business issued by the Sstate of Missouri.

Return Instructions:

When you have completed the above requirements, ~~call the Creve Coeur Police Investigations Division at 314-274-2111 to schedule an appointment to submit the application. At that time, the applicant will be fingerprinted, photographed and interviewed. The applicant's fingerprints will be submitted to the Missouri State Highway Patrol, Criminal Records and Identification Division, for a record check. Once the record check is returned to the Creve Coeur Police Dept., the application will be considered complete and will be processed.~~

Upon completion of the inspection, the designated representative of the Police Department shall approve or deny the issuance of a massage business permit based upon an assessment of the application and the compliance of the premises with Chapter 615. The applicant shall be given a reasonable time to cure any deficiencies before a denial is issued.

MESSAGE THERAPISTS PERMIT (SECTION 615.040): If you are applying for a massage therapist permit you must supply the following:

Please complete the application, leaving no unanswered blanks. **NOTE:** A new application must be completed each every other year. The below listed items must be included to process the application.

- _____ A check in the amount of \$~~25~~ 150 payable to "City of Creve Coeur." Or pay online through the City's website. The permit is valid for a two-year period running from January 1 through December 31, with no prorations or refunds for partial years. Permit valid for two years from date of issue.
- _____ ~~A check in the amount of \$20 payable to "State of Missouri, Criminal Record System" for record check.~~
- _____ ~~Proof the applicant is at least twenty-one (21) years of age (Driver's license or State ID card).~~
- _____ A copy of the license for massage therapist issued by the sState of Missouri.

Return instructions:

When you have completed the above requirements, ~~call the Creve Coeur Police Investigations Division at 314-274-2111 to schedule an appointment to submit the application. At that time, the applicant will be fingerprinted, photographed and interviewed. The applicant's fingerprints will be submitted to the Missouri State Highway Patrol, Criminal Records and Identification Division, for a record check. Once that record check is returned to the Creve Coeur Police Dept., the application will be considered complete and will be processed.~~

Upon completion of the inspection, the designated representative of the Police Department shall approve or deny the issuance of a massage therapist permit based upon an assessment of the application and the compliance of the premises with Chapter 615. The applicant shall be given a reasonable time to cure any deficiencies before a denial is issued.

NOTE: If you are applying for both a Business Owner's and a Massage Therapists License you must complete both applications and a total of \$~~450~~ 50 is due for both permits. ~~However, only one check for \$20.00 is required for the records check.~~

APPLICATION APPROVAL PROCESS

Whether you are applying for a permit for a massage business or massage therapist, you should be aware of the application approval process. If you do not submit all the documentation specified on the checklist at the time of application, you will be considered not having ~~not~~ made "proper" application. Until all the requirements are met and all attachments are submitted, no further processing will be done.

1. INVESTIGATION

- a. The Chief of Police or his designated representative shall investigate the validity of the statements contained in each application for a permit. (Section 615.070)

~~b. A member of the Creve Coeur Police Department Investigation Division will~~may contact you for an appointment questions or verification. ~~During your appointment with the police investigator you will be interviewed regarding your application, the intended operation of the business, people involved, as well as being asked other questions. Your fingerprints and photograph~~

~~c. may be taken at this time.~~

2. INSPECTIONS (Section 615-150)

Prior to the issuance of any permit ~~by the Finance Director and at least twice a year thereafter~~, you will be required to allow an inspection of the massage business by representatives of the police department and or the community development department to ensure compliance with all requirements defined in the ordinance. All requirements under Section 615-090 (a through e), must be met prior to the issuance of a license ~~by the Finance Director~~.

3. ISSUANCE (if any, Section 615.070)

~~The Chief of Police~~ A representative of the Police Department will make a favorable recommendation for a massage business or massage therapist permit unless the representative from the Police Department ~~Chief~~ finds:

1. That the applicant and any other person who will be directly engaged in the management and operation of a massage business or the providing of massage therapy services:
 - a. has been convicted of a felony
 - b. has been convicted of an offense involving sexual misconduct with children
 - c. has been convicted of an obscenity offense, solicitation of a lewd or unlawful act, prostitution, or pandering
 - d. has no valid state license or otherwise fails to meet the requirements of the City ordinance

4. OTHER INFORMATION

Applicants are encouraged to ask questions regarding this process. Direct any questions to the office of the ~~Chief of Police~~ Department or the investigator with whom you had your initial appointment.

**CITY OF CREVE COEUR
APPLICATION FOR MASSAGE THERAPIST PERMIT**

INSTRUCTIONS: Complete application in its entirety. If additional space is needed, please submit information on a separate page.

DATE: _____

NAME _____
(last) (first) (middle)

ADDRESS _____
(City) (State) (Zip)

LIST ALL OTHER NAMES PREVIOUSLY USED: _____

DOB _____ AGE _____ RACE _____ HGT _____ WGT _____ EYES _____ HAIR _____ SSN _____

HOME PHONE # _____ BUS. PHONE # _____ E-Mail _____

Name and address of business for which permit is being sought _____

List all address you have lived for the past five (5) years: (If additional space is needed submit on separate sheet of paper)

ADDRESS	CITY	STATE	ZIP	DATES

List three (3) personal references:

NAME	ADDRESS	CITY/STATE	PHONE	ZIP	YEARS KNOWN

Employment history for past three (3) years: (if additional space is needed submit on separate sheet of paper)

BUSINESS NAME	ADDRESS (CITY & STATE)	PHONE	DATES

Employment history as a Massage Therapist (if additional space is needed submit on separate sheet of paper)

BUSINESS NAME	ADDRESS (CITY & STATE)	PHONE	DATES

Have you ever been arrested or convicted anywhere (in any State or Country) of any crime except minor traffic violations? _____ Yes _____ No If yes, complete the following

DATE	JURISDICTION (CITY, COUNTY, STATE & COUNTRY)	CHARGE

Have you ever been issued a permit, license or other written approval to perform services as a massage therapist by any governmental agency other than the state of Missouri? Yes_____ No _____

Has a license, permit or other written approval given by any governmental agency (including the state of Missouri) and issued in your name to perform as a massage therapist ever been revoked or suspended?
Yes No_if yes, explain

Describe in detail the type and nature of the massage to be administered.

Is this application being made by you as a subterfuge to permit any person other than yourself to secure a permit in your name for his/her benefit? Yes_____No _____

NOTE: **If the Massage Therapist applicant will also be the owner of the Massage Business, then a separate application for a Massage Business Permit is also required. In accordance with City Ordinance Section 615-040, the fee required for the Massage Business Permit shall be considered separate from that required for the Massage Therapist permit.**

RELEASE

I understand that by signing this application, I authorize the Creve Coeur Police Department to do a background investigation into my character both personally and professionally, and to contact current and prior employers and other persons they deem necessary to complete their investigation.

~~I further understand that as part of this application, I am authorizing the Creve Coeur Police Department to take my fingerprints and have them analyzed by the appropriate agencies for prior or current criminal information.~~

I UNDERSTAND AND AGREE THAT IF ANY STATEMENTS OR ANSWERS IN THIS APPLICATION ARE UNTRUE OR IF I FAIL TO ABIDE BY ALL THE TERMS AND PROVISIONS OF THE CREVE COEUR CODE OF ORDINANCES, CHAPTER 15, OR ANY AMENDMENTS THERETO, ANY LICENSE ISSUED UPON THIS APPLICATION MAY BE SUSPENDED OR REVOKED AND I MAY BE LIABLE FOR CRIMINAL PROSECUTION.

DATED THIS _____ DAY OF _____ 20____.

Applicant's Signature

STATE OF MISSOURI)
)
COUNTY OF ST. LOUIS)

_____ of lawful age, being first duly sworn upon Oath, states that he/she has read the foregoing application and fully understands the same, and that the answers contained therein are true.

Applicant

Subscribed and Sworn to before me this _____ day of _____ 20____.

Notary Public

seal

CITY OF CREVE COEUR
APPLICATION FOR MASSAGE BUSINESS PERMIT

INSTRUCTIONS: Complete this application in its entirety. If the applicant is a Firm, Partnership, Association or Corporation, a separate application must be submitted for each interested party. Refer to the "Informational Checklist" for further direction.

CHECK ONE: New Application _____ Renewal _____ DATE: _____

NAME OF PROPOSED ESTABLISHMENT _____

ADDRESS OF PROPOSED ESTABLISHMENT _____
(STREET, CITY, STATE, ZIP)

NAME OF OWNER/OPERATOR APPLICANT _____

PHONE NO. _____ SSN _____ DOB _____

E-MAIL _____ DRIVERS LICENSE # _____ STATE _____

WEIGHT _____ HEIGHT _____ EYES _____ HAIR _____

Starting with **present** address, list all addresses where you have lived for the past five years:

ADDRESS	CITY	STATE	ZIP	DATES

Employment history for past three (3) years. (If additional space is needed submit on separate sheet of paper.)

BUSINESS NAME	ADDRESS (City/State)	PHONE NO.	OCCUPATION	DATES OF EMPLOYMENT

History as a massage therapist or massage business owner/operator. (If addition space is needed submit on separate sheet of paper)

BUSINESS NAME	ADDRESS (CITY/STATE)	DATES

Have you ever been arrested and/or convicted anywhere (in any State or Country) of any crime? Yes ____ No _

If yes, complete the following:

DATE	JURISDICTION (City, County State, Country)	CHARGE	DISPOSITION OR SENTENCE

Character References – (3 Personal References- not former employers or relatives)

NAME	ADDRESS	PHONE	YEARS KNOWN

Regarding the premises for which you seek the permit, do you _____own _____rent (Check one)

What interest (if any) does the landlord have, directly or indirectly, in the business in which you intend to engage? _____

Describe in detail the exact type and nature of massage to be administered:

Is this application being made by you as a subterfuge to permit any person other than yourself to secure a permit in your name for his/her benefit? Yes_____No _____

Have you ever owned, been employed by any person, partnership, or corporation that engaged in the business of providing massage therapy, wherein the permit for said business was suspended or revoked by any governmental agency? Yes _____ No _____ If yes, provide name of business, date, jurisdiction and reason.

List name(s) and address(s) of any other co-owner or partner(s).

RELEASE

I understand that by signing this application, I authorize the Creve Coeur Police Department to do a background investigation into my character both personally and professionally; And to contact current and prior employers and other persons they deem necessary to complete their investigation.

~~I further understand that as part of this application, I am authorizing the Creve Coeur Police Department to take my fingerprints and have them analyzed by the appropriate agencies for prior or current criminal information.~~

I UNDERSTAND AND AGREE THAT IF ANY STATEMENTS OR ANSWERS IN THIS APPLICATION ARE UNTRUE OR IF I FAIL TO ABIDE BY ALL THE TERMS AND PROVISIONS OF THE CREVE COEUR CODE OF ORDINANCES, CHAPTER 15, OR ANY AMENDMENTS THERETO, ANY LICENSE ISSUED UPON THIS APPLICATION MAY BE SUSPENDED OR REVOKED AND I MAY BE LIABLE FOR CRIMINAL PROSECUTION.

DATED THIS _____ DAY OF _____ 20_____.

Applicant's Signature

STATE OF MISSOURI)
)
COUNTY OF ST. LOUIS)

_____ of lawful age, being first duly sworn upon Oath, states that he/she has read the foregoing application and fully understands the same, and that the answers contained therein are true.

Applicant

Subscribed and Sworn to before me this _____ day of _____ 20_____.

Notary Public

seal

APPLICANT INFORMATIONAL CHECKLIST FOR MESSAGE BUSINESS PERMIT AND/OR MESSAGE THERAPIST PERMIT

In order to make the application process run smoothly we ask that you follow the below instructions. Include the following items in your application package. An incomplete application will **not** be processed.

BUSINESS OWNERS/OPERATORS PERMIT (SECTION 615.040): If you are an owner/operator:

Please complete the application online through the City's website, leaving no unanswered blanks.

NOTE: A new application must be completed every other year. The below listed items must be included in order to process your application.

_____ A check in the amount of \$25 payable to "City of Creve Coeur" or online through the City's website. The permit is valid for a two-year period running from January 1 through December 31 with no prorations or refunds for partial years. You must also obtain a standard business license as required by the City.

_____ A copy of the license for massage business issued by the State of Missouri.

Return Instructions:

When you have completed the above requirements, the application will be considered complete and will be processed.

Upon completion of the inspection, the designated representative of the Police Department shall approve or deny the issuance of a massage business permit based upon an assessment of the application and the compliance of the premises with Chapter 615. The applicant shall be given a reasonable time to cure any deficiencies before a denial is issued.

MESSAGE THERAPISTS PERMIT (SECTION 615.040): If you are applying for a massage therapist permit you must supply the following:

Please complete the application, leaving no unanswered blanks. **NOTE:** A new application must be completed every other year. The below listed items must be included to process the application.

_____ A check in the amount of \$25 payable to "City of Creve Coeur" or online through the City's website. The permit is valid for a two-year period running from January 1 through December 31, with no prorations or refunds for partial years.

_____ A copy of the license for massage therapist issued by the State of Missouri.

Return instructions:

When you have completed the above requirements, the application will be considered complete and will be processed.

Upon completion of the inspection, the designated representative of the Police Department shall approve or deny the issuance of a massage therapist permit based upon an assessment of the application and the compliance of the premises with Chapter 615. The applicant shall be given a reasonable time to cure any deficiencies before a denial is issued.

NOTE: If you are applying for both a Business Owner's and a Massage Therapists License you must complete both applications and a total of \$50 is due for both permits.

APPLICATION APPROVAL PROCESS

Whether you are applying for a permit for a massage business or massage therapist, you should be aware of the application approval process. If you do not submit all the documentation specified on the checklist at the time of application, you will be considered not having made “proper” application. Until all the requirements are met and all attachments are submitted, no further processing will be done.

1. INVESTIGATION

- a. The Chief of Police or his designated representative shall investigate the validity of the statements contained in each application for a permit. (Section 615.070).
- b. A member of the Creve Coeur Police Department Investigation Division may contact you for questions or verification.

2. INSPECTIONS (Section 615-150)

Prior to the issuance of any permit, you will be required to allow an inspection of the massage business by representatives of the police department and/or the community development department to ensure compliance with all requirements defined in the ordinance. All requirements under Section 615-090 (a through e), must be met prior to the issuance of a license.

3. ISSUANCE (if any, Section 615.070)

A representative of the Police Department will make a favorable recommendation for a massage business or massage therapist permit unless the representative from the Police Department finds:

1. That the applicant and any other person who will be directly engaged in the management and operation of a massage business or the providing of massage therapy services:
 - a. has been convicted of a felony
 - b. has been convicted of an offense involving sexual misconduct with children
 - c. has been convicted of an obscenity offense, solicitation of a lewd or unlawful act, prostitution, or pandering
 - d. has no valid state license or otherwise fails to meet the requirements of the City ordinance

4. OTHER INFORMATION

Applicants are encouraged to ask questions regarding this process. Direct any questions to the office of the Police Department.

**CITY OF CREVE COEUR
APPLICATION FOR MASSAGE THERAPIST PERMIT**

INSTRUCTIONS: Complete application in its entirety. If additional space is needed, please submit information on a separate page.

DATE: _____

NAME _____
(last) (first) (middle)

ADDRESS _____
(City) (State) (Zip)

LIST ALL OTHER NAMES PREVIOUSLY USED: _____

DOB _____ AGE _____ RACE _____ HGT _____ WGT _____ EYES _____ HAIR _____ SSN _____

HOME PHONE # _____ BUS. PHONE # _____ E-Mail _____

Name and address of business for which permit is being sought _____

List all address you have lived for the past five (5) years: (If additional space is needed submit on separate sheet of paper)

ADDRESS	CITY	STATE	ZIP	DATES

List three (3) personal references:

NAME	ADDRESS	CITY/STATE	PHONE	ZIP	YEARS KNOWN

Employment history for past three (3) years: (if additional space is needed submit on separate sheet of paper)

BUSINESS NAME	ADDRESS (CITY & STATE)	PHONE	DATES

Employment history as a Massage Therapist (if additional space is needed submit on separate sheet of paper)

BUSINESS NAME	ADDRESS (CITY & STATE)	PHONE	DATES

Have you ever been arrested or convicted anywhere (in any State or Country) of any crime except minor traffic violations? _____ Yes _____ No If yes, complete the following

DATE	JURISDICTION (CITY, COUNTY, STATE & COUNTRY)	CHARGE

Have you ever been issued a permit, license or other written approval to perform services as a massage therapist by any governmental agency other than the state of Missouri? Yes_____ No _____

Has a license, permit or other written approval given by any governmental agency (including the state of Missouri) and issued in your name to perform as a massage therapist ever been revoked or suspended?
Yes No_if yes, explain

Describe in detail the type and nature of the massage to be administered.

Is this application being made by you as a subterfuge to permit any person other than yourself to secure a permit in your name for his/her benefit? Yes_____No _____

NOTE: **If the Massage Therapist applicant will also be the owner of the Massage Business, then a separate application for a Massage Business Permit is also required. In accordance with City Ordinance Section 615-040, the fee required for the Massage Business Permit shall be considered separate from that required for the Massage Therapist permit.**

RELEASE

I understand that by signing this application, I authorize the Creve Coeur Police Department to do a background investigation into my character both personally and professionally, and to contact current and prior employers and other persons they deem necessary to complete their investigation.

I UNDERSTAND AND AGREE THAT IF ANY STATEMENTS OR ANSWERS IN THIS APPLICATION ARE UNTRUE OR IF I FAIL TO ABIDE BY ALL THE TERMS AND PROVISIONS OF THE CREVE COEUR CODE OF ORDINANCES, CHAPTER 15, OR ANY AMENDMENTS THERETO, ANY LICENSE ISSUED UPON THIS APPLICATION MAY BE SUSPENDED OR REVOKED AND I MAY BE LIABLE FOR CRIMINAL PROSECUTION.

DATED THIS _____ DAY OF _____ 20_____.

Applicant's Signature

STATE OF MISSOURI)
)
COUNTY OF ST. LOUIS)

_____ of lawful age, being first duly sworn upon Oath, states that he/she has read the foregoing application and fully understands the same, and that the answers contained therein are true.

Applicant

Subscribed and Sworn to before me this _____ day of _____ 20_____.

Notary Public

seal

CITY OF CREVE COEUR APPLICATION FOR MASSAGE BUSINESS PERMIT

INSTRUCTIONS: Complete this application in its entirety. If the applicant is a Firm, Partnership, Association or Corporation, a separate application must be submitted for each interested party. Refer to the "Informational Checklist" for further direction.

CHECK ONE: New Application _____ Renewal _____ DATE: _____

NAME OF PROPOSED ESTABLISHMENT _____

ADDRESS OF PROPOSED ESTABLISHMENT _____
(STREET, CITY, STATE, ZIP)

NAME OF OWNER/OPERATOR APPLICANT _____

PHONE NO. _____ SSN _____ DOB _____

E-MAIL _____ DRIVERS LICENSE # _____ STATE _____

WEIGHT _____ HEIGHT _____ EYES _____ HAIR _____

Starting with **present** address, list all addresses where you have lived for the past five years:

ADDRESS	CITY	STATE	ZIP	DATES

Employment history for past three (3) years. (If additional space is needed submit on separate sheet of paper.)

BUSINESS NAME	ADDRESS (City/State)	PHONE NO.	OCCUPATION	DATES OF EMPLOYMENT

History as a massage therapist or massage business owner/operator. (If addition space is needed submit on separate sheet of paper)

BUSINESS NAME	ADDRESS (CITY/STATE)	DATES

Have you ever been arrested and/or convicted anywhere (in any State or Country) of any crime? Yes _____ No _____

If yes, complete the following:

DATE	JURISDICTION (City, County State, Country)	CHARGE	DISPOSITION OR SENTENCE

Character References – (3 Personal References- not former employers or relatives)

NAME	ADDRESS	PHONE	YEARS KNOWN

Regarding the premises for which you seek the permit, do you _____own _____rent (Check one)

What interest (if any) does the landlord have, directly or indirectly, in the business in which you intend to engage? _____

Describe in detail the exact type and nature of massage to be administered:

Is this application being made by you as a subterfuge to permit any person other than yourself to secure a permit in your name for his/her benefit? Yes_____No _____

Have you ever owned, been employed by any person, partnership, or corporation that engaged in the business of providing massage therapy, wherein the permit for said business was suspended or revoked by any governmental agency? Yes _____ No _____ If yes, provide name of business, date, jurisdiction and reason.

List name(s) and address(s) of any other co-owner or partner(s).

RELEASE

I understand that by signing this application, I authorize the Creve Coeur Police Department to do a background investigation into my character both personally and professionally; And to contact current and prior employers and other persons they deem necessary to complete their investigation.

I UNDERSTAND AND AGREE THAT IF ANY STATEMENTS OR ANSWERS IN THIS APPLICATION ARE UNTRUE OR IF I FAIL TO ABIDE BY ALL THE TERMS AND PROVISIONS OF THE CREVE COEUR CODE OF ORDINANCES, CHAPTER 15, OR ANY AMENDMENTS THERETO, ANY LICENSE ISSUED UPON THIS APPLICATION MAY BE SUSPENDED OR REVOKED AND I MAY BE LIABLE FOR CRIMINAL PROSECUTION.

DATED THIS _____ DAY OF _____ 20____.

Applicant's Signature

STATE OF MISSOURI)
)
COUNTY OF ST. LOUIS)

_____ of lawful age, being first duly sworn upon Oath, states that he/she has read the foregoing application and fully understands the same, and that the answers contained therein are true.

Applicant

Subscribed and Sworn to before me this _____ day of _____ 20____.

Notary Public

seal

AN ORDINANCE AMENDING SECTION 615.050 APPLICATION PACKET, 615.060 DISCLOSURE AND SUBMITTAL OF PERMIT APPLICATIONS, FEES, SECTION 615.070 INVESTIGATION AND RECOMMENDATION PROCESS, SECTION 615.080 DISPLAYS REQUIRED, SECTION 615.120 INSPECTION, AND SECTION 615.130 SUSPENSION OR REVOCATION OF LICENSE – DENIAL OF RENEWAL OF THE CITY OF CREVE COEUR CODE OF ORDINANCES.

WHEREAS, a change to streamline our processes and eliminate duplicative requirements requires an update to Section 615.050, 615.060, 615.070, 615.080, 615.120 AND 615.130 of the Code of Ordinances;

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

SECTION 1: Section 615.050 is hereby amended to read as follows:

Section 615.050. Application Packet.

A. The application packet for an initial or a renewal massage therapist or massage business permit shall be on forms prescribed by the City.

B. Every initial application or renewal application for a massage therapist or massage business permit shall be made online, under affirmation.

C. The application packet shall include an informational checklist, a copy of this Chapter and the appropriate application(s) for massage therapist or massage business permit(s).

D. The completed forms shall contain information sufficient to verify the qualifications of the application for a permit or a renewal permit.

E. If the massage business applicant is an individual or sole proprietor or a partnership, corporation or other legal entity, the applicant shall provide the full name, address and other information required from applicants relating to each individual involved in the ownership or management of the business.

F. If a massage business applicant also intends to perform massage therapy personally, then such applicant shall be required to obtain a massage therapist permit in addition to the massage business permit.

G. A copy of Section **405.450** of the Municipal Code regarding a home business shall be provided to persons seeking to operate a home business that involves providing outcall massage therapy.

SECTION 2: Section 615.060 is hereby amended to read as follows:

Section 615.060. Disclosure and Submittal of Permit Applications, Fees.

- A. *Application Packets.* The application packet shall be obtained from the City website and completed online.
- B. *Disclosure — Attachments.* An applicant for any initial permit provided for in this Chapter shall completely disclose all information required by the application and such application shall contain the required attachments in order to be considered complete. Attachments shall include:
1. When an applicant has been convicted of any crime other than minor traffic violations, a statement must be made on the application giving the place and court in which the conviction was obtained and the sentence imposed as a result of such conviction.
 2. A non-refundable fee of twenty-five dollars (\$25.00) shall be required for each massage business permit and/or twenty-five dollars (\$25) shall be required for each massage therapist permit, each permit is valid for a two-year period of January first (1) through December thirty-first (31st) or any portion thereof. Fees for permits required by this Chapter shall not be refundable if for any reason a permit is not issued or if the permittee shall cease operations before the end of the period for which the permit was issued. Permit fees are not prorated for any unused portion of the permit period.
 3. A copy of a valid license identifying the applicant as a massage business and/or massage therapist (as applicable) licensed in the State shall be provided, together with a copy of all documents submitted in the application for said license(s).
- C. *Renewal Applications.* Applications for a renewal of permits issued under this Chapter may be submitted at any time up to thirty (30) days prior to the date of expiration, along with the applicable fee.
1. Renewal permits for massage businesses require an inspection of the premises conducted by the Police Department.
 2. Renewal applications must be accompanied by documentation that the applicant's required State license remains in effect.
- D. *Transfer Of Permit.* No massage therapist or massage business permit shall be transferable.

SECTION 3: Section 615.070 is hereby amended to read as follows:

Section 615.070. Investigation and Recommendation Process.

- A. *Investigation Of Applicants.* Upon receipt of a completed massage business and/or massage therapist application packet(s), the Chief of Police shall direct an investigation of the validity of the statements and the facts contained therein. Any person who has failed to submit an application or has submitted an incomplete application packet shall not be entitled to consideration until such time that the application packet is complete. Submittal

of an inaccurate application shall be grounds for the Chief of Police to refuse to recommend the issuance of a permit.

- B. *Findings.* The Chief of Police shall make a favorable recommendation for a massage therapist permit or massage business permit, unless the Chief finds:
1. The applicant and/or any other person who will be directly engaged in the management and/or operation of the massage business or the providing of massage therapy services:
 - a. Has been convicted of a felony;
 - b. Has been convicted of an offense involving sexual misconduct with children;
 - c. Has been convicted of an obscenity offense, solicitation of a lewd or unlawful act, prostitution or pandering;
 - d. Has no valid State license or otherwise fails to meet the requirements of this Chapter.
 2. The Chief of Police in his/her discretion may recommend the issuance of a permit to any person as described in Subsection (B)(1)(a — c) if he/she finds evidence that such circumstances occurred more than five (5) years prior to the date of the application.
- C. *Massage Therapist Permit Process.* A representative of the Police Department shall as soon as practical and no later than fourteen (14) days after submission of an application shall approve or deny the issuance of a massage therapist permit based upon an assessment of the application and the compliance with this Chapter, unless the massage therapist applicant has also applied for a massage business permit, in which case the permit shall be held until issuance of the massage business permit (or withdrawal of the application).
- D. *Massage Business Permit Process.*
- a. A representative of the Police Department shall, as soon as practical and no later than fourteen (14) days after submission of an application, conduct an inspection of the premises of the proposed massage business to determine compliance with the provisions of this Chapter.
 - b. Upon completion of the inspection, the designated representative of the Police Department shall approve or deny the issuance of a massage business permit based upon an assessment of the application and the compliance of the premises with this Chapter. The applicant shall be given a reasonable time to cure any deficiencies before a denial is issued.
- E. *Renewal Process.* The designated representative of the Police Department shall approve or deny the massage therapist or the massage business permit renewal within seven (7) days of completion of the inspection - based upon an assessment of the application and the compliance of the premises with this Chapter. The applicant shall be given a reasonable time to cure any deficiencies before a denial is issued.

SECTION 4: Section 615.080 is hereby amended to read as follows:

Section 615.080. Displays Required.

- A. *Massage Business Permit/Fee Schedule.* Every person to whom or for which a massage business permit has been granted under this Chapter shall display their State license and such permit and a fee schedule in a conspicuous place so that the same may readily be seen by persons entering the premises of the massage business.
- B. *Massage Therapist Permit.* Every person to whom a massage therapist permit has been granted under this Chapter shall display their State license and such permit in a conspicuous place so that the same may readily be seen by persons entering the premises of the massage business. Every person performing outcall massage therapy shall have in their possession their State license and any applicable City permit to show the customer upon request.
- C. *Student License.* Student licenses shall be displayed within the school in a conspicuous place with a photograph of the student that has been taken within the last two (2) years.

SECTION 5: Section 615.120 is hereby amended to read as follows:

Section 615.120. Inspection.

In addition to inspections required for permit issuance or renew, designated representatives of the Police Department may from time to time make a health and safety inspection of the publicly accessible areas of each massage business in the City for the purpose of determining that the provisions of this Chapter are being met. Such inspection shall be made at reasonable times and in a reasonable manner. It shall be unlawful for any permittee to fail to allow such inspection personnel such access to the premises or to hinder such personnel in any manner regarding such inspections.

SECTION 6: Section 615.130 is hereby amended to read as follows:

Section 615.130. Suspension or Revocation of License – Denial of Renewal.

- A. The Chief of Police and his designees have the authority to deny the renewal of, suspend or revoke any massage therapist permit or massage business permit if the conditions have changed such that the holder of a massage therapist permit or massage business permit would be ineligible to receive a new massage therapist permit or massage business permit; or that the holder of the massage therapist permit or massage business permit is in violation of this Chapter or State law pertaining to massage therapy or business. In furtherance of

this Section, a permittee must immediately inform the Chief of Police or his designee of the renewal, extension, expiration, suspension, revocation or termination of their State license and must supply documentation regarding any change in the status of their State license. Permittees must also provide the Chief of Police or his designee with a copy of any complaint filed against them or any inspection report provided to them under Chapter 324, RSMo., immediately upon their receipt thereof.

- B. If, however, the Chief of Police or his designee believes that the holder of a massage therapist permit or massage business permit may remedy the conditions of non-compliance and the permittee has not previously been in violation of this Section or State law pertaining to massage therapy or massage businesses, then the Chief of Police or his designee may suspend the permit for a period up to thirty (30) days in lieu of revocation or denial of permit.
- C. If the Chief of Police or his designee believes that the changed condition is not of such imminent hazard to the safety, morals or peace of the residents of the City, the Chief of Police or his designee shall schedule a hearing prior to taking any suspension or revocation action. The permittee shall be given a least ten (10) days' notice of the hearing.
- D. If the Chief of Police or his designee believes that the changed conditions are such that the permittee would not be able to remedy the situation within a suspension period; or the permittee fails or refuses to remedy the conditions; or the permittee has previously been in violation of this Section or State law pertaining to massage therapy or massage businesses, then the Chief of Police or his designee may revoke the permit. Under such revocation, the permittee may request a hearing with the Chief of Police or his designee to be conducted within seven (7) days following the suspension or revocation. A record shall be made of any hearing hereunder. Any party aggrieved by the decision shall have the right to appeal to the Circuit Court of St. Louis County.
- E. If the Chief of Police or his designee believes that the safety, morals or peace of the residents of the City are immediately affected by a change in conditions, the Chief of Police or his designee may immediately suspend or revoke the permit. Under such suspension or revocation, the permittee may request a hearing with the Chief of Police or his designee to be conducted within seven (7) days following the suspension or revocation.
- F. A record shall be made of any hearing hereunder. Any party aggrieved by the decision shall have the right to appeal to the Circuit Court of St. Louis County.

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

ADOPTED THIS ____ DAY OF _____, 2025.

MARK MANLIN
CITY COUNCIL PRESIDENT

BILL NO. 6184

ORDINANCE NO. _____

APPROVED THIS __ DAY OF _____, 2025.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE, MRCC
CITY CLERK

CITY OF CREVE COEUR



MEMORANDUM

Date: August 18, 2025
To: Sharon Stott, City Administrator
From: Kevin Mulligan, Civil Engineer
CC: Dione Garson, Interim Assistant Director of Public Works
Subject: Recommendation to Acquire Temporary Easements
Fernview Drive Sidewalk Project – Phase 1

Staff Recommendation

City staff recommends that the City acquire the temporary construction easements necessary for the Fernview Drive Sidewalk Project, whether these are donated or the City compensates the affected property owners for them. The amount of grading needed to install the sidewalk contribute to the high number of properties from which temporary easements will be required. It is not feasible to install the new sidewalk on Fernview Drive without first acquiring these property rights.

Acquisition Cost and Funding

The City has commissioned appraisals to determine a fair market value for each of the property rights needed for the Fernview Drive Sidewalk Project. The total appraised value for all of these property rights is approximately \$50,000. The federal grant that has been awarded to the City for this project will reimburse the City 80% of easement acquisition costs, up to \$184,000.

Background

The Fernview Drive Sidewalk Project involves installation of a new concrete sidewalk on the east side of Fernview Drive from Olive Boulevard to Gallagher Road. Also included are new sidewalk connections to Fernview's side streets – Fernway, Ferngate, Ferntop, Ferntrails, and Gallagher Road. The design for this project is underway, and construction is planned for the summer of 2026. The current focus is to acquire the easements needed to construct the project.

Acquisition Requirements

Temporary Construction Easements will be required from 31 properties along Fernview Drive and its side streets in order to construct the Fernview Drive Sidewalk Project. No permanent right-of-way or easements are required, and the temporary easements will expire when the project is complete.

Attachments: Fernview Sidewalk Plan Excerpt (with property rights highlighted)
Example Temporary Slope Construction License for the project

DESIGN DESIGNATION

A.A.D.T. (2022) = VARIES

A.A.D.T. (2032) = VARIES

V = VARIES

FUNCTIONAL CLASSIFICATION - LOCAL ROADWAY

UTILITIES

WATER:	MISSOURI-AMERICAN WATER COMPANY (800.256.6426)
SANITARY SEWER:	METROPOLITAN SEWER DISTRICT (314.768.6260)
STORM SEWER:	METROPOLITAN SEWER DISTRICT (314.768.6260)
ELECTRIC:	AMEREN UE (314.342.1000)
GAS:	SPIRE ENERGY (800.887.4173)
TELEPHONE:	AT&T (636.949.1320)
CABLE TV:	SPECTRUM (833.780.1880)
LIGHTING:	LIGHTCORE (314.733.1742)
MODOT:	(888.ASK.MODOT)
MO ONE CALL:	(1.800.344.7483)

CIVIL ENGINEER
THOUVENOT WADE & MOERCHEN, INC
720 OLIVE STREET, SUITE 200A
ST. LOUIS, MO 63101
314.241.6300

PREPARED FOR:
CITY OF CREVE COEUR
PUBLIC WORKS DEPARTMENT
300 N. BALLAS RD,
CREVE COEUR, MO 63141
314.872.2533

	EXISTING	NEW
BUILDINGS AND STRUCTURES		
GUARD RAIL		
GUARD CABLE		
CONCRETE RIGHT-OF-WAY MARKER		
STEEL RIGHT-OF-WAY MARKER		
LOCATION SURVEY MARKER		
UTILITIES		
FIBER OPTICS	-FO-	-FO-
OVERHEAD CABLE TV	-OTV-	-OTV-
UNDERGROUND CABLE TV	-UTV-	-UTV-
OVERHEAD TELEPHONE	-OT-	-OT-
UNDERGROUND TELEPHONE	-UT-	-UT-
OVERHEAD POWER	-OE-	-OE-
UNDERGROUND POWER	-UE-	-UE-
SANITARY SEWER	-S-	-S-
STORM SEWER	-SS-	-SS-
GAS	-G-	-G-
WATER	-W-	-W-
MANHOLE		
FIRE HYDRANT		
WATER VALVE		
WATER METER		
DROP INLET		
DITCH BLOCK		
GROUND MOUNTED SIGN		
LIGHT POLE		
H-FRAME POWER POLE		
TELEPHONE PEDESTAL		
FENCE		
CHAIN LINK		
WOVEN WIRE		
GATE POST		
BENCHMARK		

NOTE: DASHED OR OPEN SYMBOLS INDICATE EXISTING FEATURES

FERNVIEW DRIVE SIDEWALK RIGHT OF WAY PLANS OLIVE BLVD. TO GALLAGHER RD.

CITY OF CREVE COEUR ST. LOUIS COUNTY, MISSOURI

U.S. SURVEY 923

VICINITY MAP

REGIONAL MAP

PROJECT LOCATION

THE EXISTENCE AND APPROXIMATE LOCATION OF UTILITY FACILITIES KNOWN TO EXIST, AS SHOWN ON THE PLANS, ARE BASED ON THE BEST INFORMATION AVAILABLE TO THE COMMISSION AT THIS TIME. THIS INFORMATION IS PROVIDED BY THE COMMISSION "AS-IS" AND THE COMMISSION EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS, ACCURACY, OR SUITABILITY OF THE INFORMATION FOR ANY USE. RELIANCE UPON THIS INFORMATION IS DONE AT THE RISK AND PERIL OF THE USER, AND THE COMMISSION SHALL NOT BE LIABLE FOR ANY DAMAGES THAT MAY ARISE FROM ANY ERROR IN THE INFORMATION. IT IS, THEREFORE, THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXISTENCE, LOCATION AND STATUS OF ANY FACILITY. SUCH VERIFICATION INCLUDES DIRECT CONTACT WITH THE LISTED UTILITIES.

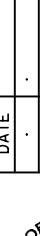
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INDEX OF SHEETS	
DESCRIPTION	SHEET NUMBER
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TYPICAL SECTIONS (TS) -----	2-6
PLAN SHEETS (PL) -----	7-16
RIGHT OF WAY SHEETS (ROW) -----	17-26
CROSS SECTIONS (XS) -----	27-46

CITY ENGINEER

DATE 2025

FERNVIEW DRIVE:	
BEGINNING OF SEGMENT	STA. 5+55
END OF SEGMENT	STA. 28+12
FERNWAY LANE:	
BEGINNING OF SEGMENT	STA. 30+35
END OF SEGMENT	STA. 36+45
FERNGATE LANE:	
BEGINNING OF SEGMENT	STA. 40+15
END OF SEGMENT	STA. 42+50
FERNTRAILS LANE:	
BEGINNING OF SEGMENT	STA. 47+05
END OF SEGMENT	STA. 49+80
FERNTOP LANE:	
BEGINNING OF SEGMENT	STA. 60+20
END OF SEGMENT	STA. 62+20
GALLAGHER ROAD:	
BEGINNING OF SEGMENT	STA. 71+35
END OF SEGMENT	STA. 79+90

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3701 S. LINDBERGH BOULEVARD, SUITE 100 ST. LOUIS, MO 63127 (314) 241-6300 www.twm-inc.com MISSOURI CERT. OF AUTHORITY: 001528																																									
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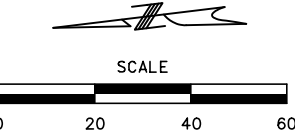
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D.B. 1467, PG. 41

N/F
LOTT EDWARD G JR
REVOCABLE LIVING TRUST
1134 FERNVIEW DR.
D.B. 20675, PG. 2239
60 S.F. TEMP ESM'T.
12465 S.F. REMAINING

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PC 7+47.57
PT 9+36.16
 Δ 18°0'31.2" (LT)
D 9°32'57.5"
L 188.59' (ARC)
T 95.08'
R 600.00'

② N/F
SPEND JOHN
PAMELA H/W
1122 FERNVIEW DR.
D.B. 8251, PG. 1499
213 S.F. TEMP ESM'T.
14243 S.F. REMAINING

③ N/F
ROTHERY MAUREEN M
1114 FERNVIEW DR.
D.B. 24857, PG. 22
843 S.F. TEMP ESM'T.
15822 S.F. REMAINING



PI 271+04.87
PC 266+45.96
PT 275+40.92
 Δ 31°14'50.3" (RT)
D 3°29'29.3"
L 894.96' (ARC)
T 458.91'
R 1,641.02'

LEGEND

- SIDEWALK
- ASPHALT PAVEMENT
- CONCRETE PAVEMENT
- PROPOSED TEMPORARY CONSTR. ESM'T. (T.C.E.)

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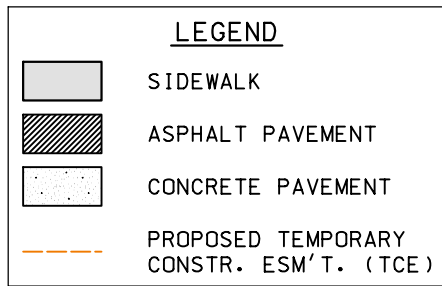


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THOMPSON ANDREW M
ET AL J/T
1060 FERNVIEW DR.
D.B. 24636, PG. 79
160 S.F. TEMP ESM'T.
8799 S.F. REMAINING

ROUTE FVD	STATE MO
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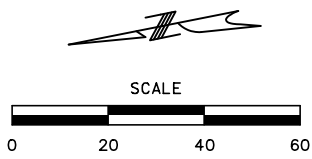
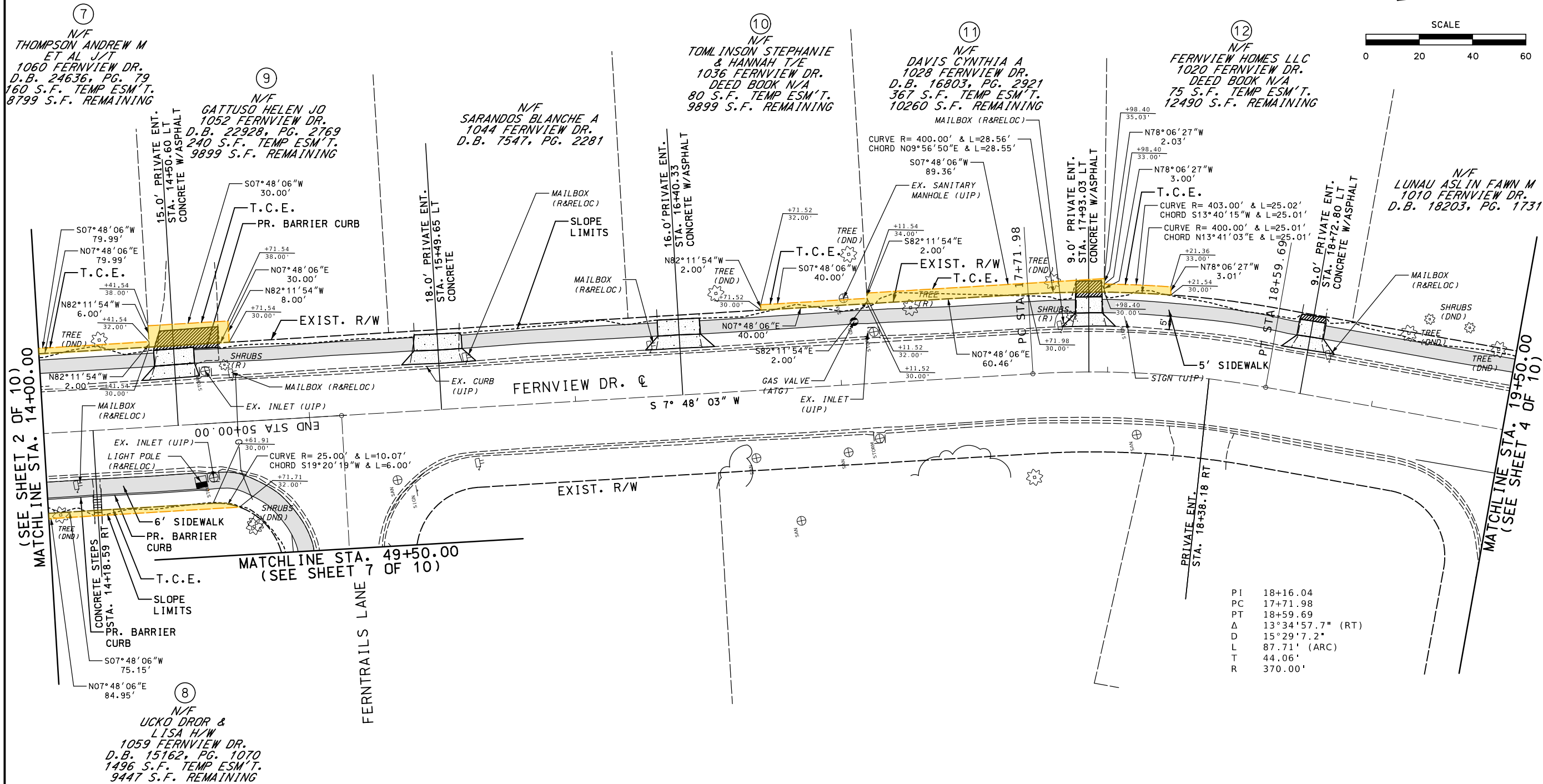
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	ASPHALT PAVEMENT
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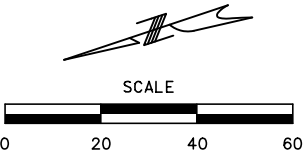
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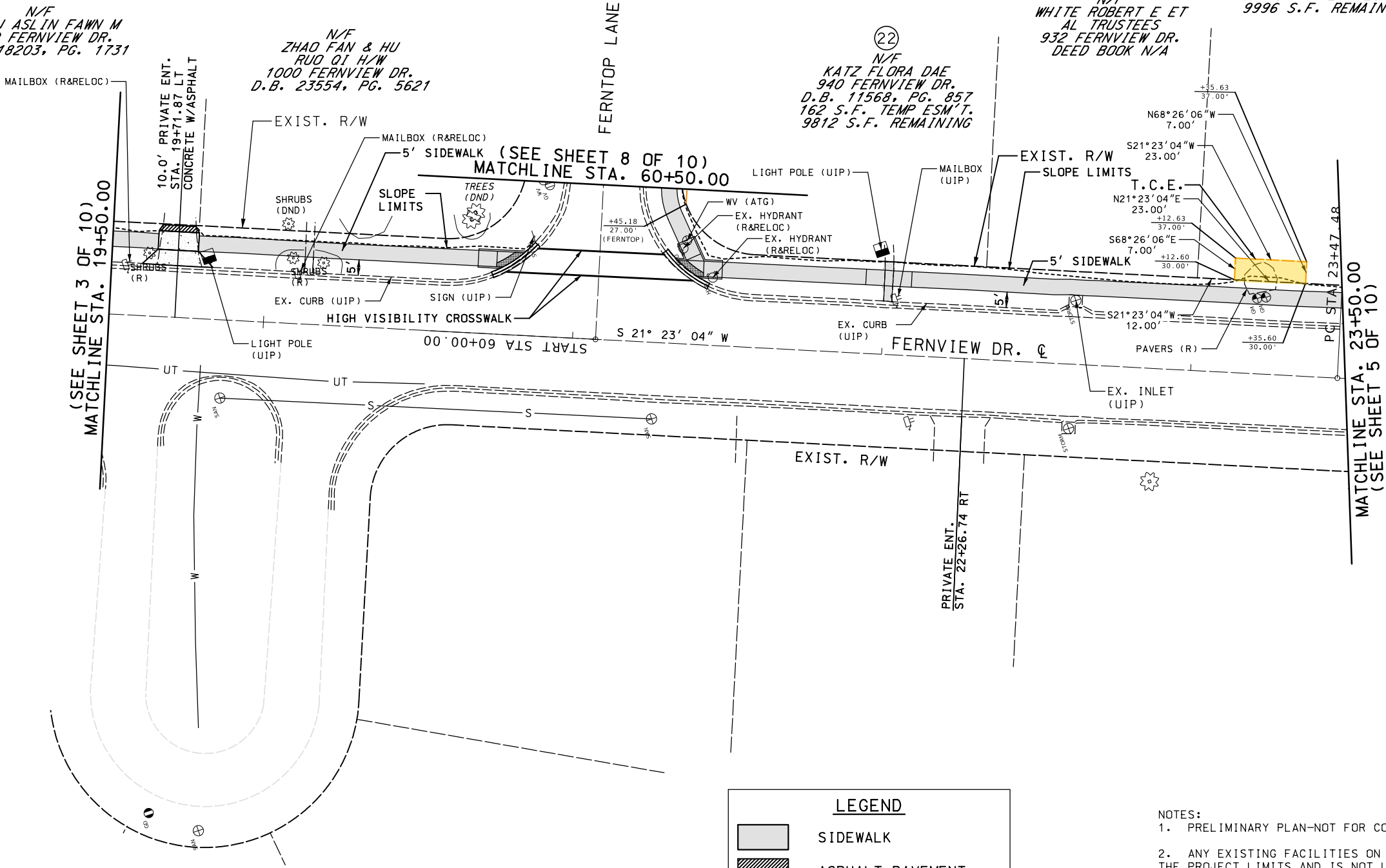
N/F
LUNAU ASLIN FAWN M
1010 FERNVIEW DR.
D.B. 18203, PG. 1731

N/F
ZHAO FAN & HU
RUO QI H/W
1000 FERNVIEW DR.
D.B. 23554, PG. 5621

22
N/F
KATZ FLORA DAE
940 FERNVIEW DR.
D.B. 11568, PG. 857
162 S.F. TEMP ESM'T.
9812 S.F. REMAINING

N/F
WHITE ROBERT E ET
AL TRUSTEES
932 FERNVIEW DR.
DEED BOOK N/A

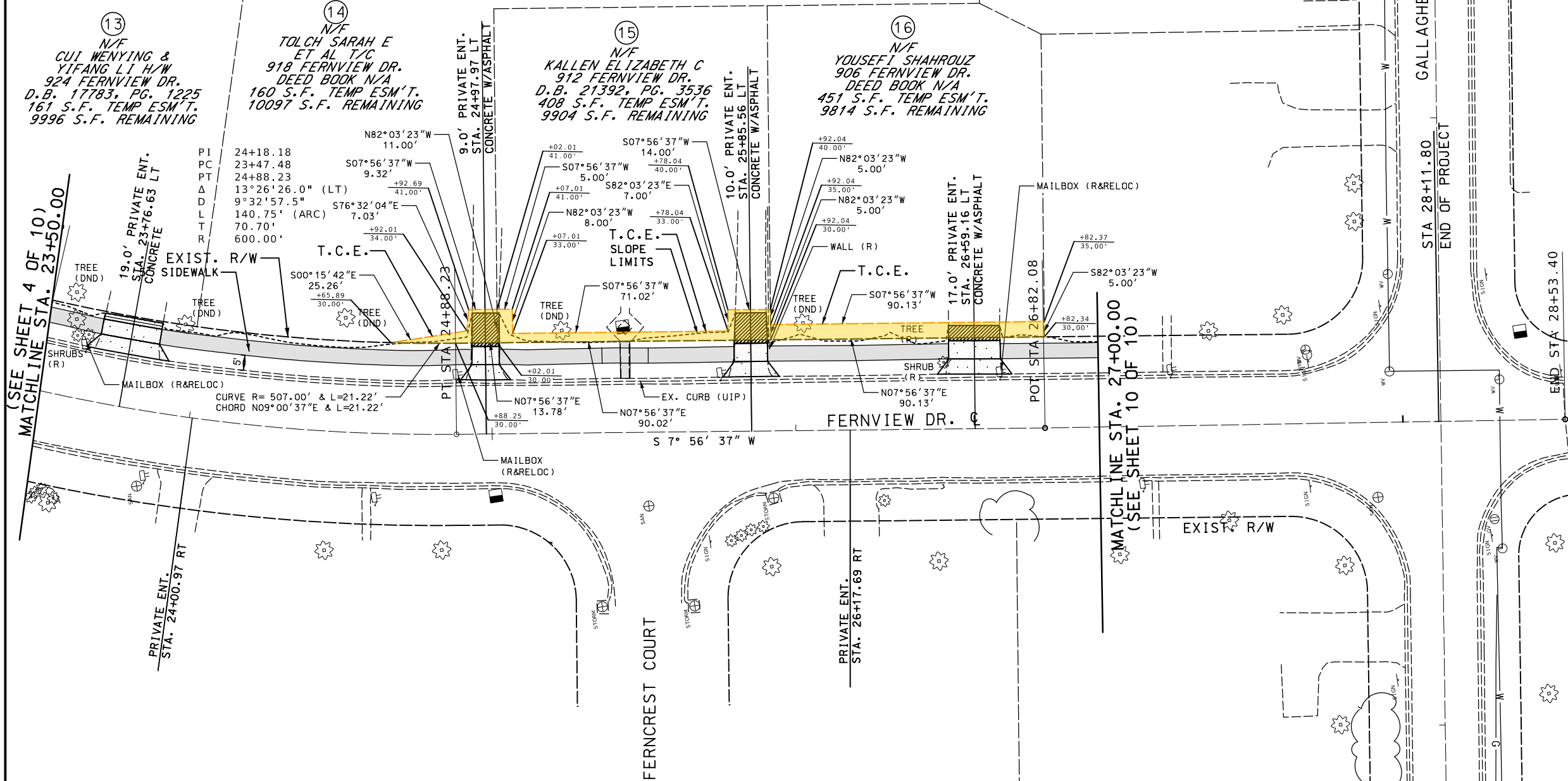
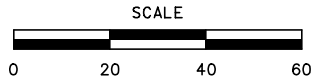
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YIFANG LI H/W
924 FERNVIEW DR.
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161 S.F. TEMP ESM'T.
9996 S.F. REMAINING



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	SIDEWALK
	ASPHALT PAVEMENT
	CONCRETE PAVEMENT
	PROPOSED TEMPORARY CONSTR. ESM'T. (TCE)

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LEGEND

	SIDEWALK
	ASPHALT PAVEMENT
	CONCRETE PAVEMENT
	PROPOSED TEMPORARY CONSTR. ESM'T. (TCE)

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DATE PREPARED 3/7/2025	
ROUTE FVD	STATE MO
DISTRICT SL	SHEET NO. 21
COUNTY ST. LOUIS	
FEDERAL PROJECT NO. STP-XXXX(XXX)	
PROJECT NAME	

SHEET NAME ROW PLAN
SHEET 5 OF 10

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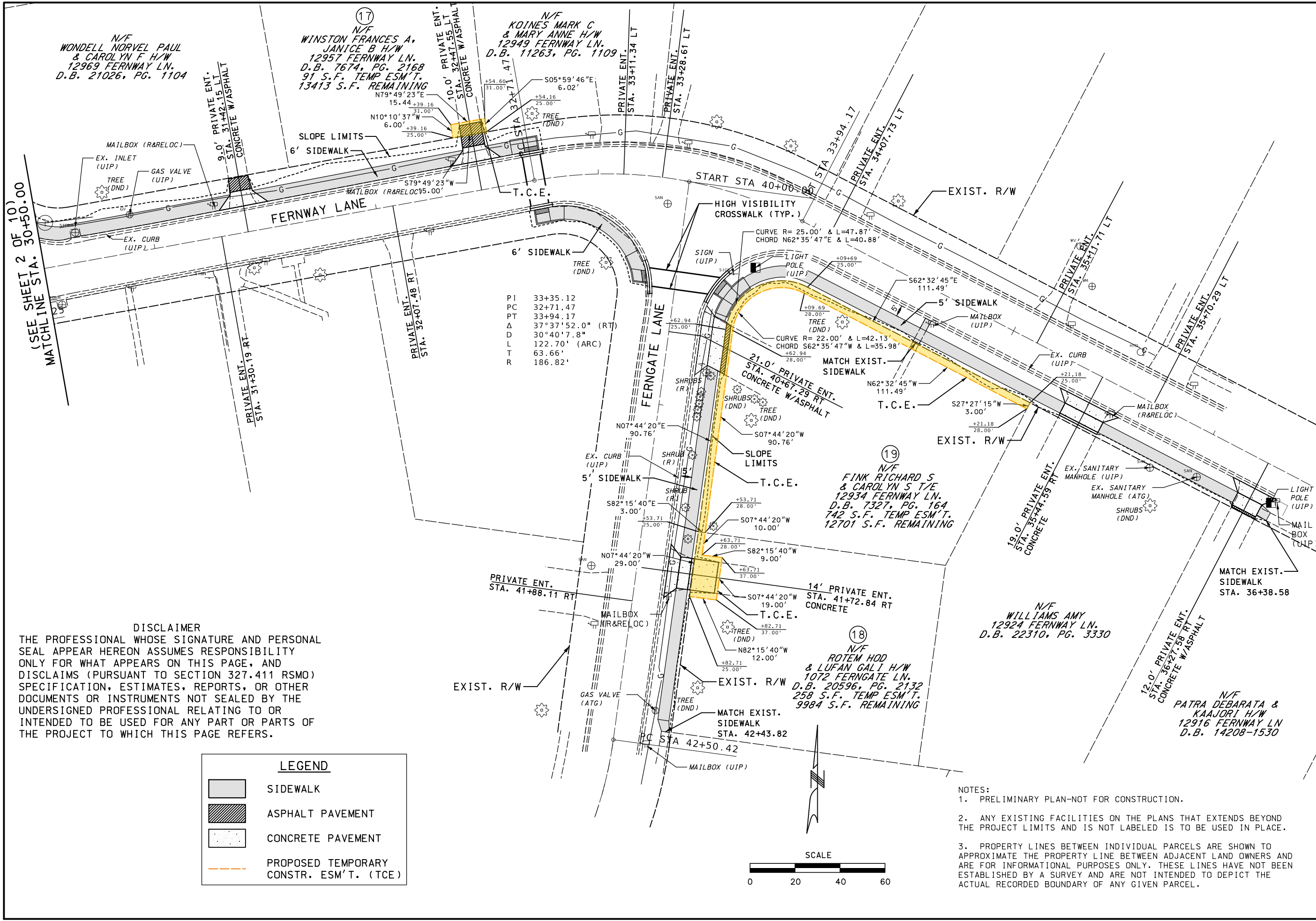
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- SIDWALK
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3/7/2025

ROUTE FVD	STATE MO
DISTRICT SL	SHEET NO. 22

COUNTY
ST. LOUIS

FEDERAL PROJECT NO.
STP-XXXX(XXX)

PROJECT NAME

SHEET NAME
ROW PLAN

SHEET
6 OF 10

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DESCRIPTION	DATE

CITY OF CREVE COEUR, MO.
300 N. NEW BALAS RD.
CREVE COEUR, MO 63141

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ST. LOUIS, MO 63127
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www.twm-inc.com
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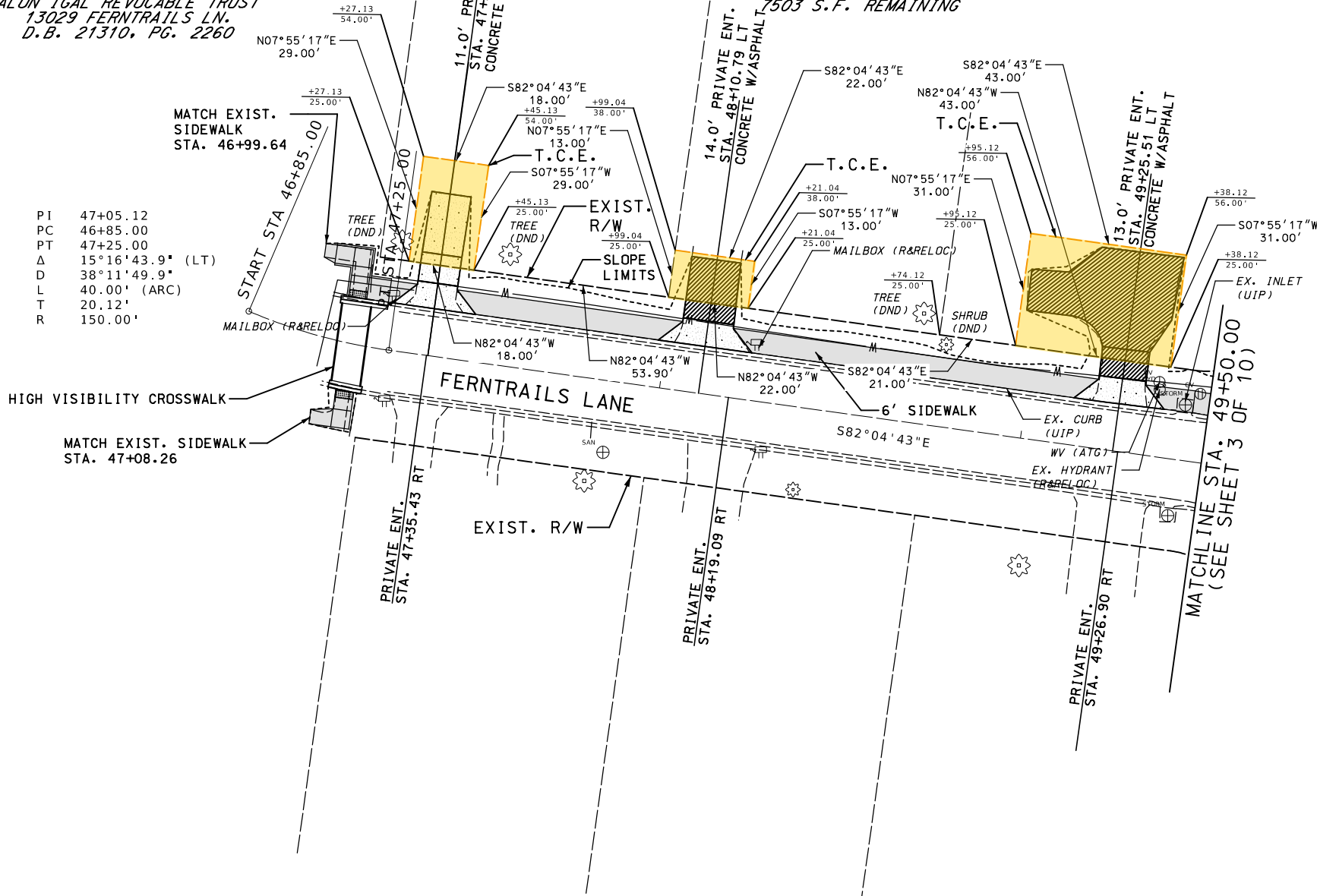
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N/F
ALON IGAL REVOCABLE TRUST
13029 FERNTRAILS LN.
D.B. 21310, PG. 2260

(20)
N/F
SHANFELD GERALD J JUDITH E
13017 FERNTRAILS LN.
D.B. 6805, PG. 723
522 S.F. TEMP ESM'T.
7971 S.F. REMAINING

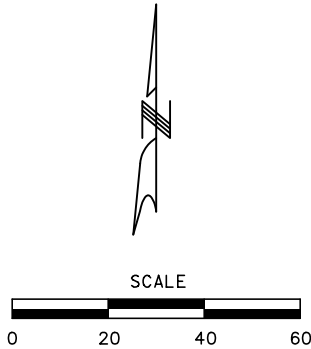
(21)
N/F
KIM ALYSON & DAVID H/W
13009 FERNTRAILS LN.
D.B. 21930, PG. 1089
286 S.F. TEMP ESM'T.
7503 S.F. REMAINING

(8)
N/F
UCKO DROR & LISA H/W
1059 FERNVIEW DR.
D.B. 15162, PG. 107
1496 S.F. TEMP ESM'T.
9447 S.F. REMAINING



LEGEND

- SIDEWALK
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ROUTE FVD	STATE MO
DISTRICT SL	SHEET NO. 23

COUNTY
ST. LOUIS

FEDERAL PROJECT NO.
STP-XXXX(XXX)

PROJECT NAME

SHEET NAME
ROW PLAN

SHEET
7 OF 10

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N/F
INKLEY JOHN & MELISSA H/W
12958 FERNTOP LN.
D.B. 20942, PG. 1554

LEGEND

SIDEWALK

ASPHALT PAVEMENT

CONCRETE PAVEMENT

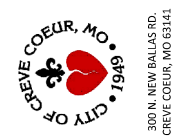
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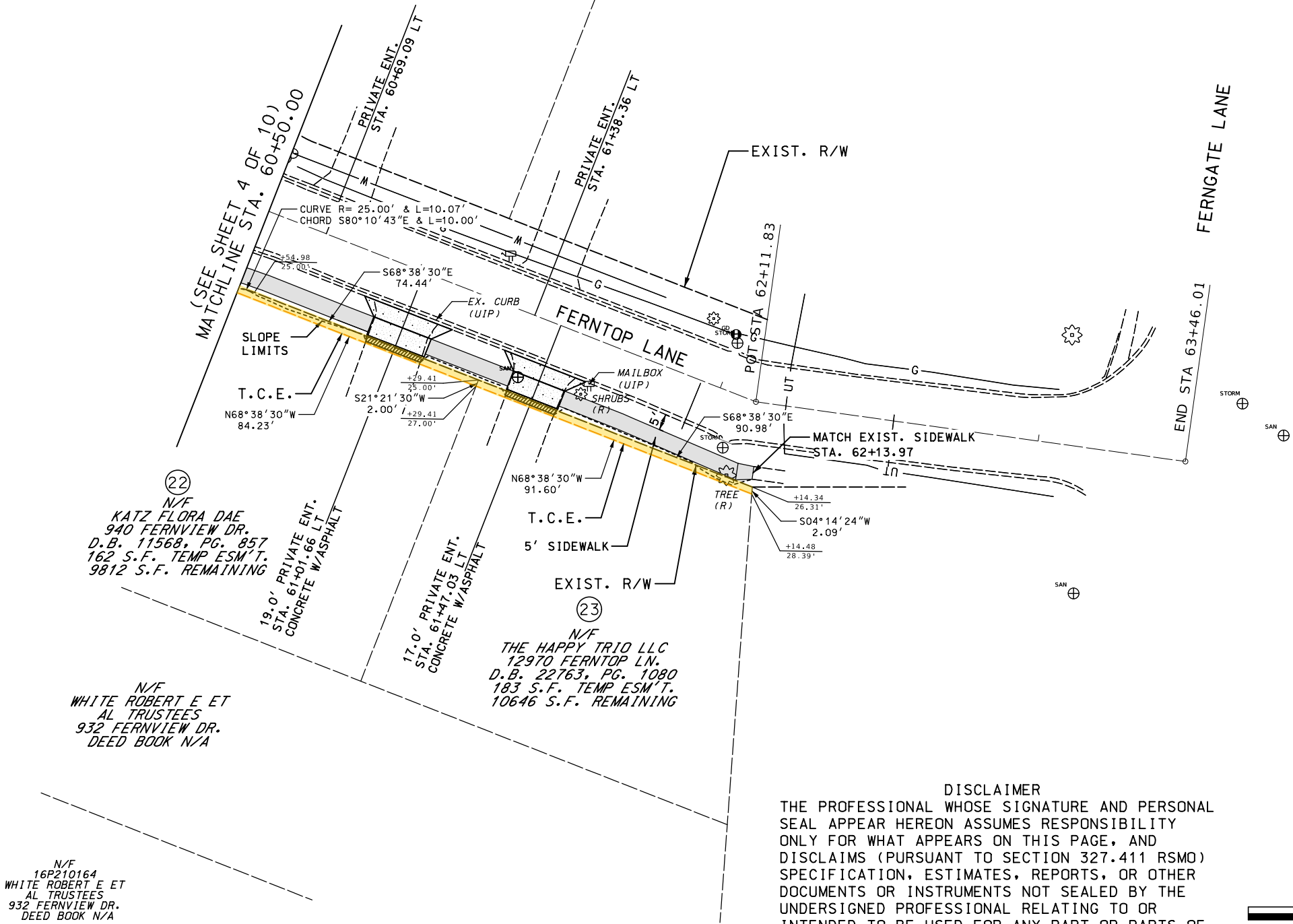
DATE PREPARED 3/7/2025	
ROUTE FVD	STATE MO
DISTRICT SL	SHEET NO. 24
COUNTY ST. LOUIS	
FEDERAL PROJECT NO. STP-XXXX(XXX)	
PROJECT NAME	
SHEET NAME ROW PLAN	
SHEET 8 OF 10	

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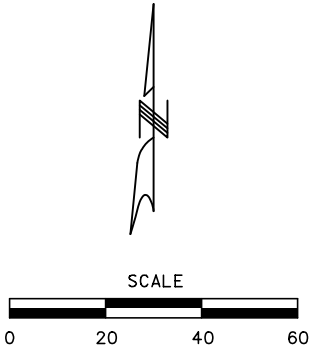
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N/F
16P210164
WHITE ROBERT E ET
AL TRUSTEES
932 FERNVIEW DR.
DEED BOOK N/A

N/F
WHITE ROBERT E ET
AL TRUSTEES
932 FERNVIEW DR.
DEED BOOK N/A

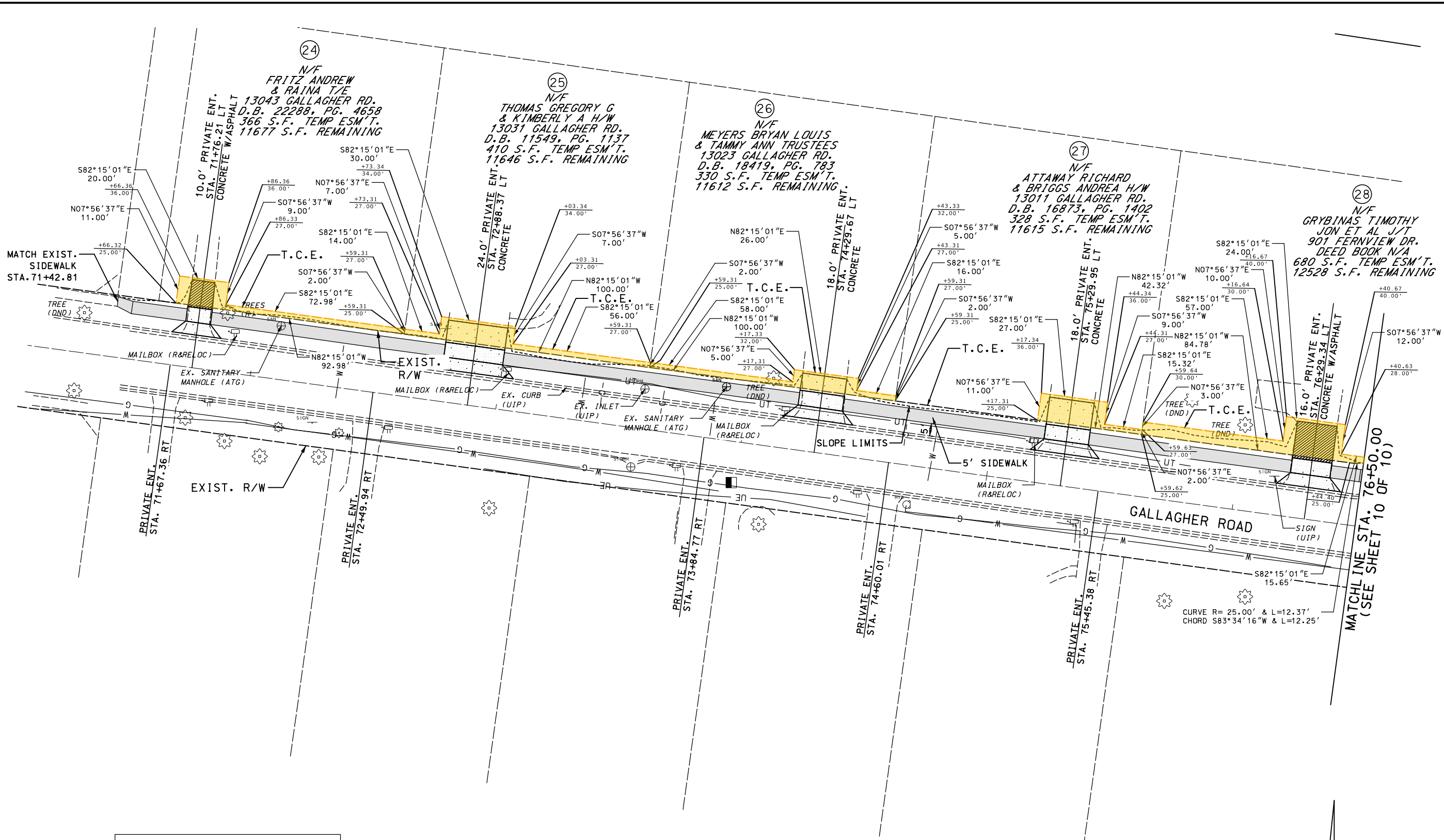
N/F
KATZ FLORA DAE
940 FERNVIEW DR.
D.B. 11568, PG. 857
162 S.F. TEMP ESM'T.
9812 S.F. REMAINING

N/F
THE HAPPY TRIO LLC
12970 FERNTOP LN.
D.B. 22763, PG. 1080
183 S.F. TEMP ESM'T.
10646 S.F. REMAINING

17.0' PRIVATE ENT.
STA. 61+47.03 LT.
CONCRETE W/ASPHALT

19.0' PRIVATE ENT.
STA. 61+01.66 LT.
CONCRETE W/ASPHALT

(SEE SHEET 4 OF 10)
MATCHLINE STA. 60+50.00



LEGEND

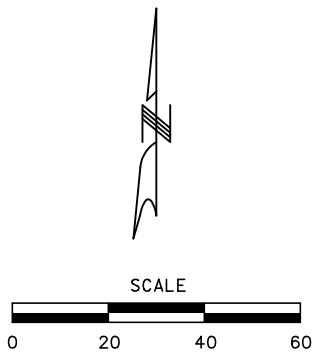
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DISTRICT SL	SHEET NO. 25
COUNTY ST. LOUIS	
FEDERAL PROJECT NO. STP-XXXX(XXX)	
PROJECT NAME	
SHEET NAME ROW PLAN	
SHEET 9 OF 10	

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ROUTE FVD	STATE MO
DISTRICT SL	SHEET NO. 26

SHEET NAME
ROW PLAN
SHEET
10 OF 10

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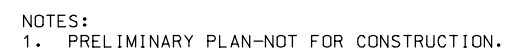
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 SIDEWALK
 ASPHALT PAVEMENT
 CONCRETE PAVEMENT
 PROPOSED TEMPORARY CONSTR. ESM'T. (TCE)



TEMPORARY SLOPE CONSTRUCTION LICENSE

THIS INDENTURE made and entered into this ____ day of _____, 2025, between **PROPERTY OWNER, ADDRESS**, Creve Coeur, Missouri 63141 ("Grantor"), and the CITY OF CREVE COEUR, MISSOURI, 300 North New Ballas Road, Creve Coeur, Missouri 63141 ("City").

WITNESSETH, that the said Grantor, for good and valuable consideration, paid by the City, the receipt and sufficiency of which are hereby acknowledged, and for and in consideration of the construction of new public sidewalk, partial driveway reconstruction, and site restoration involved with the Fernview Drive Sidewalk Project – Phase 1, does by these presents, grant unto the City a Temporary Slope Construction License for the purposes herein stated in and upon the premises situated in the County of Saint Louis and State of Missouri, and indicated by  on the easement plat on page 1 of the attached Exhibit "A" and more fully described on the property description on page 2 of the attached Exhibit "A," hereby made a part of this indenture.

SAID Temporary Slope Construction License is granted for the purpose of making cuts, fills, and sloping embankment, reconstructing driveway, restoring turf, providing working room, and implementing any necessary construction methods. This temporary slope construction license shall terminate at such time as the Fernview Drive Sidewalk Project – Phase 1 may be completed by the City of Creve Coeur, or December 31, 2027, whichever is earlier.

TO HAVE AND TO HOLD the above temporary slope construction license unto the City of Creve Coeur, Missouri, and to its assigns and successors.

The Grantor does hereby covenant to the City of Creve Coeur, Missouri, that it is lawfully seized and possessed of the real estate described on Exhibit "A" and that it has a good and lawful right to convey these easements, or any part thereof, that these easements are free from all encumbrances, and that it shall forever warrant and defend these easements against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said parties have executed these presents the day and year first above written.

PROPERTY OWNER

By: _____
Name:

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

On this _____ day of _____, 2025, before me, a Notary Public, personally appeared **PROPERTY OWNER**, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he or she executed the same as his or her 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:

CITY OF CREVE COEUR, MISSOURI

By: _____

Print Name: Sharon Stott

Title: Interim City Administrator

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

On this _____ day of _____, 2025, before me, a Notary Public, personally appeared Sharon Stott, and being first duly sworn upon oath stated that said person is the Interim City Administrator of the City of Creve Coeur, Missouri, and that said person signed the foregoing document as City Administrator of the City of Creve Coeur, Missouri, and the City of Creve Coeur 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:

AN ORDINANCE AUTHORIZING THE EXERCISE OF THE POWER OF EMINENT DOMAIN TO OBTAIN TEMPORARY CONSTRUCTION EASEMENTS NECESSARY FOR THE FERNVIEW DRIVE SIDEWALK PROJECT – PHASE 1.

WHEREAS, the City has determined that it is beneficial to install a new sidewalk along Fernview Drive, generally from Olive Boulevard to Gallagher Road; and

WHEREAS, the City has obtained a federal Transportation Alternatives Program (TAP) grant to assist with the funding of the project; and

WHEREAS, in order to proceed with the work, the City requires:

- temporary construction easements from 1072 Ferngate Lane; 12970 Ferntop Lane; 13009 and 13017 Ferntrails Lane; 900, 901, 906, 912, 918, 924, 940, 1020, 1028, 1036, 1052, 1059, 1060, 1068, 1108, 1114, 1122, and 1134 Fernview Drive; 12934, 12957, and 12970 Fernway Lane; 12969, 12975, 13011, 13023, 13031, and 13043 Gallagher Road; and

WHEREAS, the grant program includes a strict timeline for project completion which precludes unduly lengthy negotiations regarding such easements; and

WHEREAS, pursuant to Code Section 150.020.A.5 the City Council has conducted a public hearing regarding the potential use of eminent domain to acquire such easements; and

WHEREAS, the City Council held that public hearing at the Creve Coeur Government Center on August 25, 2025, beginning at 7:00 p.m., or immediately following the close of the previous public hearing; and

WHEREAS, pursuant to Code Section 150.020.A.5 notice of said public hearing had previously been published at least fifteen (15) days prior to the hearing in the St. Louis Countian, a newspaper of general circulation in the City of Creve Coeur and otherwise posted and published in accordance with applicable law; and

WHEREAS, pursuant to Code Section 150.020.A.5 written notice of the public hearing was also sent in advance by certified mail to the owner of each involved property, with disclosure of rights under the laws regarding eminent domain; and

WHEREAS, all persons who presented themselves at said hearing and desiring to be heard were given an opportunity to be heard and a copy of the proposed ordinance has been made available for public inspection prior to its consideration by the City Council; and the Bill was read by title in open meeting two times before final passage by the City Council; and

WHEREAS, pursuant to Code Section 150.020.A.2 the City Council hereby finds and determines that there has been adequate public disclosure to interested parties of their rights under the laws regarding eminent domain and that there will be further such disclosures as required by law; and

WHEREAS, pursuant to Code Sections 150.010 et seq the City Council finds and determines that proceeding with the project 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, even if the necessary easements must be obtained by use of the power of eminent domain; and

WHEREAS, pursuant to Code Section 150.010 the City Council hereby determines that this sidewalk project and the related acquisition of easements are not primarily for economic development purposes, but rather are primarily for public safety and welfare; and

WHEREAS, pursuant to Code Section 150.020.A.1 the City Council hereby finds and determines that the authorization provided herein will expire if not acted upon by the filing of a condemnation petition with the appropriate court by June 30, 2026, and

WHEREAS, pursuant to Code Section 150.020.A.3 the City Council hereby finds and determines that no relocation benefits should be offered in connection with this particular project and the acquisition of the necessary easements, and

WHEREAS, pursuant to Code Section 150.020.A.4 the City Council hereby finds and determines that no special measures are necessary to protect the interested parties should the eminent domain process not be completed in good faith, and

WHEREAS, pursuant to Code Section 150.030, the City Council hereby finds and determines that no additional opportunity to mediate the issues regarding the acquisition of the necessary easements is required beyond the normal opportunities afforded during court proceedings, and further that the grant timeline effectively precludes any such additional opportunity, and accordingly notice regarding such mediation opportunity need not be included in the otherwise required notice under Section 523.250 RSMo.

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

Section 1: The City shall exercise the power of eminent domain regarding the properties listed below as may be needed in the discretion of the City Administrator to acquire the necessary temporary construction easements, in accordance with the applicable grant program schedule, to accomplish and complete the Fernview Drive Sidewalk Project – Phase 1, as described in Federal Project Number TAP-4900(646).

- 1072 Ferngate Lane
- 12970 Ferntop Lane
- 13009 Ferntop Lane
- 13017 Ferntop Lane
- 900 Fernview Drive
- 901 Fernview Drive
- 906 Fernview Drive
- 912 Fernview Drive
- 918 Fernview Drive
- 924 Fernview Drive
- 940 Fernview Drive
- 1020 Fernview Drive
- 1028 Fernview Drive
- 1036 Fernview Drive
- 1052 Fernview Drive
- 1059 Fernview Drive
- 1060 Fernview Drive
- 1068 Fernview Drive

- 1108 Fernview Drive
- 1114 Fernview Drive
- 1122 Fernview Drive
- 1134 Fernview Drive
- 12934 Fernway Lane
- 12957 Fernway Lane
- 12970 Fernway Lane
- 12969 Gallagher Road
- 12975 Gallagher Road
- 13011 Gallagher Road
- 13023 Gallagher Road
- 13031 Gallagher Road
- 13043 Gallagher Road

Section 2. 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

ATTEST:

KELLIE HENKE, MRCC
CITY CLERK



Memo to Sharon Stott, Mayor and Council

From Carl Lumley

Re: Amendment to Section 11.7.4 of the Personnel Policy and Procedures Manual

PUBLIC DOCUMENT, NOT PRIVILEGED

August 15, 2025

The Bill on the August 25th agenda which proposes a change to section 11.7.4 of the Personnel Policy and Procedures Manual addresses a clarification required by a recent US Dept of Labor opinion regarding employer's requiring use of PTO concurrent with FMLA leave. With the clarification, employees would not be required to use PTO concurrent with FMLA leave if they are receiving compensation from another source. The most common example would be workers' compensation leave.

If the employee is not receiving full pay, the City and the employee can agree to use PTO as a means of getting them to full pay.

Section 1 set forth below if the current text. Section 2 is the new text.

11.7.4

1. Unpaid FMLA leave.

After an employee has received all available FMLA pay as provided below, they shall be required to utilize available paid Sick Leave concurrently with FMLA, if the event qualifies for paid Sick Leave under Section 11.4. When available paid Sick Leave is exhausted, the employee must then use available Vacation Leave concurrent with FMLA. When available Vacation Leave is exhausted, the employee must use any available Personal Days and/or Compensatory Overtime Leave, in that order.

2. Paid FMLA leave.

At any time that an employee on FMLA leave is receiving pay (for example such as paid Occupational Injury or Illness Leave) other than the paid leave referenced in

section 11.7.4.1, the employee is not required to use paid leave under section 11.7.4.1 concurrently with the FMLA leave. If the employee is not receiving full pay during such a time period, the employee can use other available paid leave under section 11.7.4.1 as a supplement so that they receive full pay, in such manner as the employee and the City may agree.

BILL NO. 6186

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE PERSONNEL POLICY AND PROCEDURES MANUAL OF THE CITY OF CREVE COEUR AND AMENDING RELATED ORDINANCE.

WHEREAS, the City has in effect a Personnel Policy and Procedures Manual, and

WHEREAS, changes in law and/or circumstances require updates to that Manual,

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

SECTION 1: The Personnel Procedures Manual dated March 25, 2025, is hereby amended effective _____ by revising section 11.7.4 to read as set forth in Exhibit A hereto and Section 130.010.A of the Code of Ordinances shall be amended to read as follows:

A. The Personnel Procedures Manual, as previously adopted and amended, is hereby further amended and restated by adopting a new version dated _____ which shall consist of the version set forth in Exhibit A to Ordinance No. _____, with section 11.7.4 amended as stated in Exhibit A to Ordinance No. _____, which manual shall be kept on file in the City offices and is incorporated herein by this reference.

SECTION 2: 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

ATTEST:

KELLIE HENKE, MRCC
CITY CLERK

EXHIBIT A

11.7.4

1. Unpaid FMLA leave.

After an employee has received all available FMLA pay as provided below, they shall be required to utilize available paid Sick Leave concurrently with FMLA, if the event qualifies for paid Sick Leave under Section 11.4. When available paid Sick Leave is exhausted, the employee must then use available Vacation Leave concurrent with FMLA. When available Vacation Leave is exhausted, the employee must use any available Personal Days and/or Compensatory Overtime Leave, in that order.

2. Paid FMLA leave.

At any time that an employee on FMLA leave is receiving pay (for example such as paid Occupational Injury or Illness Leave) other than the paid leave referenced in section 11.7.4.1, the employee is not required to use paid leave under section 11.7.4.1 concurrently with the FMLA leave. If the employee is not receiving full pay during such a time period, the employee can use other available paid leave under section 11.7.4.1 as a supplement so that they receive full pay, in such manner as the employee and the City may agree.



**APPLICATION TO PLANNING AND ZONING COMMISSION
#25-023: A CONDITIONAL USE PERMIT FOR CAPRIOTTI'S SANDWICH
SHOP LOCATED AT 12536 OLIVE BOULEVARD WITHIN SHOPPES AT
QUESTOVER**

FOR THE MEETING OF: Tuesday, September 2nd, 2025, 6:00 PM

LOCATION: 12536 Olive Boulevard (see attached map). Zoned GC-General Commercial Zoning District.

REQUEST: Jonathan Heslop, of STL Caps, LLC, on behalf of Capriotti's Sandwich Shop, has submitted an application for a new conditional use permit for a 1,663 square foot restaurant location at 12536 Olive Boulevard, Suite B, within Shoppes at Questover. No exterior changes are proposed and the hours of operation will be from 9:00 AM to 9:00 PM every day of the week. There will be 24 seats in the restaurant and 4 employees at the busiest shift. The property is in the "GC" General Commercial zoning district. Capriotti's Sandwich Shop will specialize in serving fast casual made-to-order sandwiches and the use is classified as a Limited-Service Restaurant (NAICS 722513).

ADDITIONAL INFORMATION: Under Section 405.370, Table A of the Zoning Code, NAICS 722513 requires the issuance of a conditional use permit in the "GC" 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

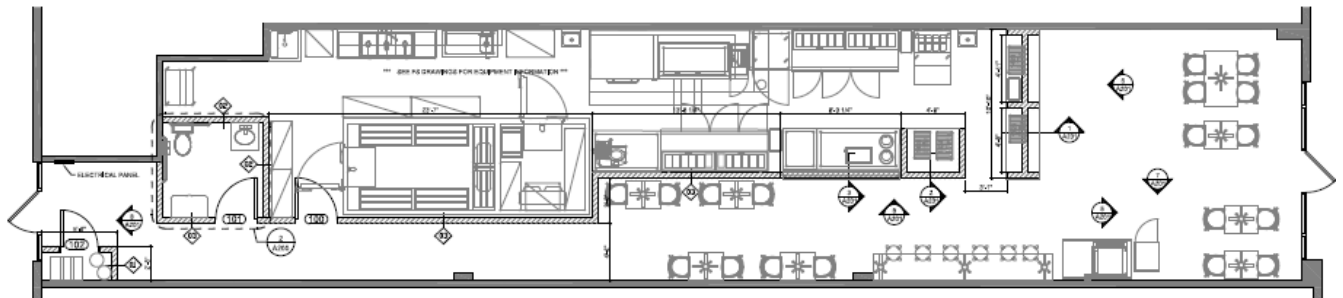
- Mixed-Use District

Zoning Code References

- Section 405.360: GC-General Commercial District
- Section 405.470: Conditional Uses

APPLICANT: Jonathan Heslop
STL Caps, LLC
PO Box 525
Eureka, MO 63025

PROPERTY Craig Bellew
OWNER'S AGENT: Altus Properties, LLC
231 S. Bemiston Ave, Suite 650
St. Louis, MO 63105



① **FLOOR PLAN**
SCALE: 1/4" = 1'

REPORT PREPARED BY: Bethany Moore, AICP, City Planner
DATE: 8/27/2025
ATTACHMENTS: Applicant's Materials received 8/1/25
Draft Ordinance

PROJECT DESCRIPTION

The Applicants are seeking approval for a new conditional use permit for a Capriotti's Sandwich Shop limited-service restaurant within the Shoppes at Questover Shopping Center to fill the retail space at 12536 Olive Boulevard Suite B that was previously used as the leasing office. The Shoppes at Questover development includes three buildings with two different owners. The two properties include shared parking spaces and cross access between the properties. The proposed restaurant is 1,663 square feet, with 24 indoor seats and no outdoor seats. No exterior changes are proposed as part of this project. Capriotti's Sandwich Shop is a fast-casual, made to order sandwich shop which includes indoor ordering and dining as well as to-go and pick-up orders.

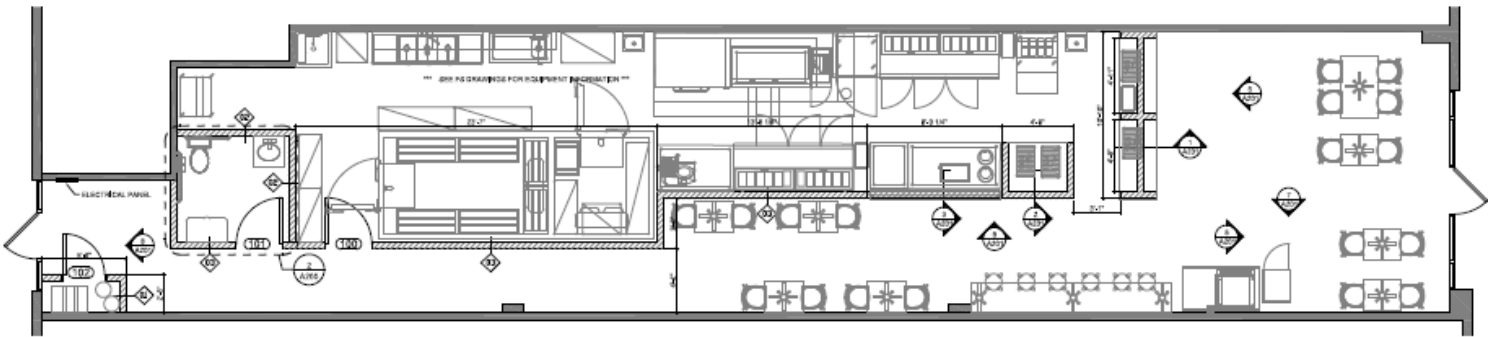


Figure 1: Floor Plan.

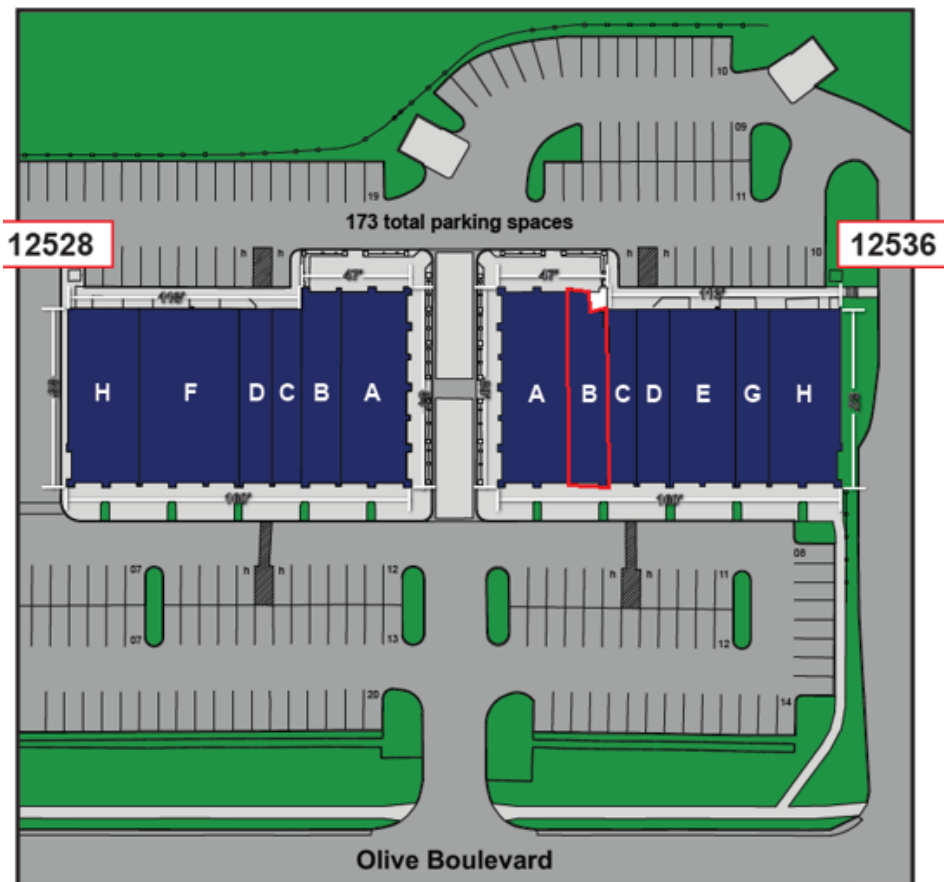


Figure 2: Proposed Location Site Plan. Capriotti's shown in red circle.

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	Residential-Questover Place and Questover Crossing	B-RDD-Single Family Residential with Residential Design Development	Partial Questover Court
East	Commercial	MX-Mixed-Use Commercial District	N/A
West	Commercial-Creve Coeur Animal Hospital	GC-General Commercial District	N/A

COMPREHENSIVE PLAN REVIEW

The *Creve Coeur 2030* Plan includes the subject property within the West Olive Corridor Mixed-use District (MU) Place type that has a vision to create a visually-distinctive and regionally-recognized commercial corridor that improves walkable and bikeable access to retail and service businesses for the “day-to-day” use of Creve Coeur’s residents and workers. The MU Place type supports the development of a variety of medium-density commercial, retail, office, institutional, dining, community services, and multi-family residential within a suburban context. These land uses are supported primarily through vehicular access with improved walkability, pedestrian connections to adjacent neighborhoods, and beautifully landscaped street frontages. (p. 82). The applicant is filling a space within the Shoppes at Questover Shopping Center. No changes to the exterior of the building or site are proposed. Therefore, the use within the Shopping Center is consistent with the Comprehensive Plan which supports dining establishments in the West Olive Corridor.

ZONING REVIEW

NAICS 722513 Limited-Service Restaurants 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 Shoppes at Questover shopping center is 4.65 acres with approximately 36,331 square feet of retail space. The proposal is for 1,663 square feet thus representing roughly 4.5% of the complex’s square footage.

Parking:

Parking regulations for restaurants are discussed under Section 405.820(F)(5) which requires one parking space per every three 3 seats of maximum occupancy recorded under the conditional use permit plus 1 parking space per every 250 square feet of total floor area. The proposed space is 1,663 square feet with 24 indoor seats; therefore, 15 parking spaces are required. Shopping centers designed for restaurant, retail uses, and personal service establishments may combine the total parking spaces for each use, less a 15% reduction in the total number of parking spaces required, per Section 405.820(B)(1). Section 405.820(A)(2) requires that where fractional spaces result, the parking spaces required shall be the next greater whole number. The shopping center has 204 total parking spaces for shared use and 202 spaces are required for the current uses leaving 2 excess parking spaces on site. The site is fully leased out and the parking lot is almost at capacity with the existing uses. Future conditional uses will need to be closely reviewed to make sure that the existing parking spaces are able to accommodate the required parking for the uses on site.

Below is the current parking table for the entire center:

Tenant	Use	Size (sq. ft.)	Parking Regulations	# of spaces
12528 A-Gulf Shores	Restaurant (87 indoor seats)	2,928	1/3 seats in CUP, + 1/250 sq. ft..	41
12528 B- Cutco Stores, Inc	Services – Hair Salon	1,450	4/1000 sq. ft.	6
12528 C- St. Louis Gyro	Restaurant (16 indoor seats)	1,281	4/1000 sq. ft.	6
12528 D- Amor Nails & Spa	Services – Nail Salon	1,334	4/1000 sq. ft.	6
12528 F-Heartland Dental, LLC	Dental Office	4,002	4/1000 sq. ft.	16
12528 H- Massage Envy	Services – Salon	2,840	4/1000 sq. ft.	12
12536 A-Chicken Salad Chick	Restaurant (74 indoor seats)	2,845	1/3 seats in CUP, + 1/250 sq. ft..	37
12536 B-Capriotti's Sandwich Shop	Restaurant (24 indoor seats)	1,663	1/3 seats in CUP, + 1/250 sq. ft..	15
12536 C-Cookie Cutters	Services – Hair Salon	1,157	4/1000 sq. ft.	5
12536 D-European Wax Center	Services –Salon	1,334	4/1000 sq. ft.	6
12536 E-F-Jet's Pizza	Restaurant (40 indoor seats)	2,668	1/3 seats in CUP, + 1/250 sq. ft..	25
12536 G-Trofast, LLC	Office	1,342	4/1000 sq. ft.	6
12536 H-Metro Design Studio	Services – Hair Salon	2,840	4/1000 sq. ft.	12
12520 A- Jersey Mike's	Restaurant (24 indoor seats)	1,722	1/3 seats in CUP, + 1/250 sq. ft..	15
12520 B – Batteries Plus	General Retail	1,832	4/1000 sq. ft.	8
12520 C –FedEx Office	General Retail	1,839	4/1000 sq. ft.	8
12520 D – All Brand Answering Services	Office	3,254	4/1000 sq. ft.	14
Sub-total:				238
Minus 15% Reduction				36
Total # of Parking Spaces Required:				202
Total Available On-site:				204
Excess Parking:				2

OTHER REVIEW ITEMS

Trash for the restaurant will utilize the existing dumpster located behind the building. The dumpster enclosure is in good repair. Staff noted during a site visit that there is missing landscaping within the existing beds in front of Building A where Capriotti's will be filling the tenant space. A condition has been added to require replacement of this landscaping for the Zoning Administrator's approval prior to final occupancy. The parking lot is in good condition and the existing lighting appears to be compliant with the Zoning Code requirements.

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. 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. The Conditional Use Permit shall be for the operation of a 1,663 square foot Limited-Service Restaurant, NAICS 722513, establishment at 12536 Olive Boulevard, Suite B within the Shoppes at Questover Shopping Center.
2. Maximum seating permitted is limited to 24 indoor seats. The Zoning Administrator may authorize outdoor seating, based up review of an outdoor seating plan to ensure all relevant Zoning and Building Codes are adequately addressed.
3. Hours of operation shall be 9:00 a.m. to 9:00 p.m., seven days a week. Additional business hours may be permitted with the Zoning Administrator's approval including, but not limited to, the catering of special events.
4. Missing landscaping within the existing beds in front of the buildings shall be replaced for the Zoning Administrator's approval prior to issuance of a final certificate of occupancy.
5. Employee vehicles, delivery and company vehicles shall be parked behind the buildings and as far from the public right-of-way as possible.
6. All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code and require a separate permit approval.
7. Any mechanical equipment installed for the site shall be properly screened with approved materials.
8. 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.
9. 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.
10. 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.
11. Any transfer of ownership or lease of the property shall include in the transfer or lease agreement a provision that the purchaser or lessee agrees to be bound by the approved Site Development Plan for the property and the conditions herein set forth, and written confirmation thereof signed by the new owner or lessee shall be filed with the City at the time of such transfer or lease. Failure to comply with this provision shall not excuse anyone from these conditions.

ACTION

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

MOTION

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

“I move to recommend approval of a Conditional Use Permit for Capriotti’s Sandwich Shop located at 12536 Olive Boulevard, Suite B, within Shoppes at Questover, subject to the conditions discussed in the Staff Report and Draft Ordinance for the meeting of September 2, 2025”
(conditions may be added, eliminated, or modified by preceding motion).

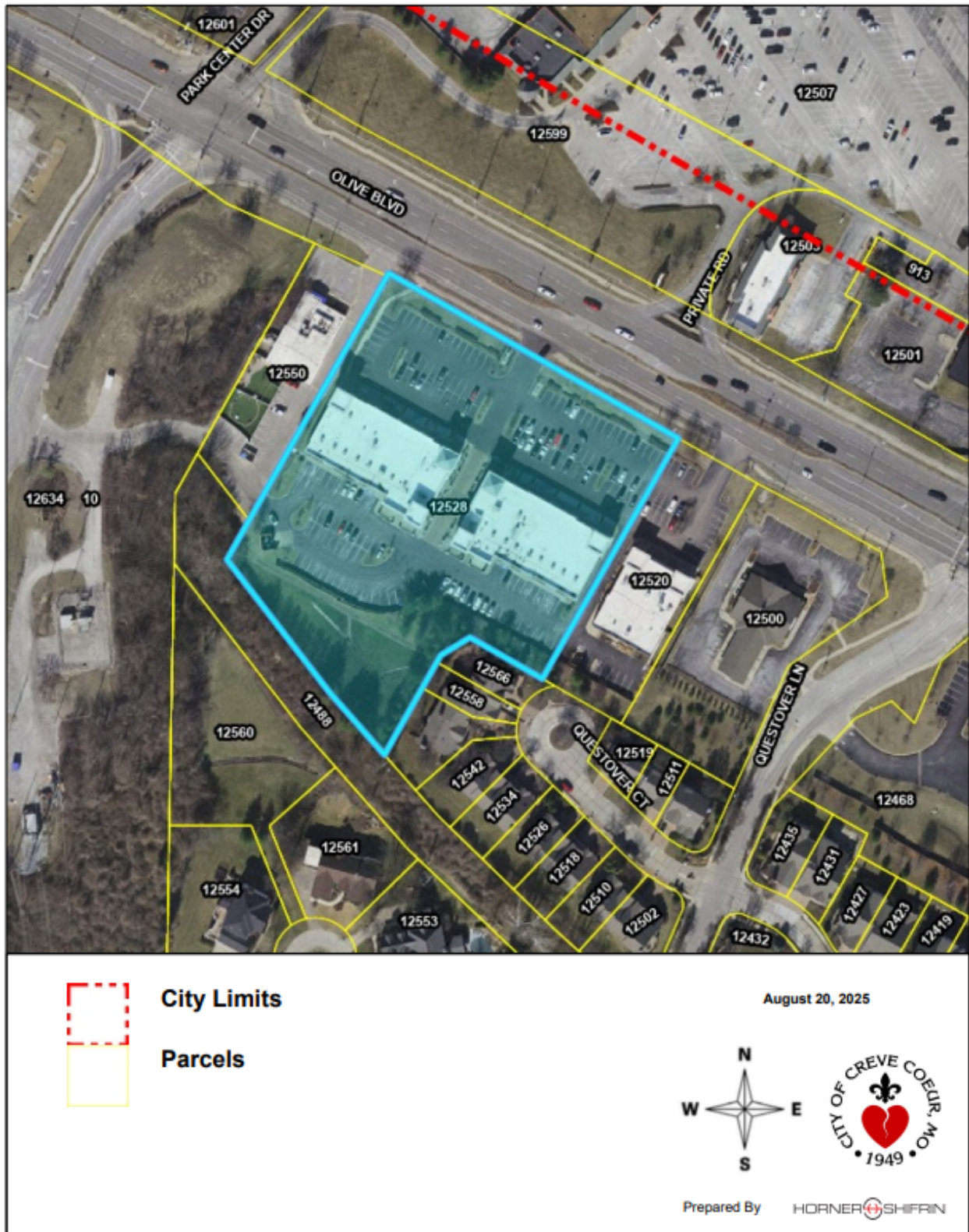
APPENDIX 1: COMPREHENSIVE PLAN, INCLUDING DESIGN GUIDELINES

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



APPENDIX 4: SITE PHOTOGRAPHS

Date: 8.29.25

	Description: Proposed Capriotti's location to the right of Chicken Salad Chick.
	Description: Rear entrance of Suite B where Capriotti's will be located.
	Description: Example of missing landscaping at Building A.

	Description: Example of missing landscaping at Building A.
	Description: Existing trash enclosure in good repair.

**AN ORDINANCE AUTHORIZING A NEW CONDITIONAL USE PERMIT FOR
CAPRIOTTI'S SANDWICH SHOP AT 12536 OLIVE BOULEVARD UNIT B WITHIN
THE SHOPPES AT QUESTOVER SHOPPING CENTER, ZONED GC-GENERAL
COMMERCIAL**

WHEREAS, under Section 405.360(C), NAICS 722513 Limited-Service Restaurants require the issuance of a conditional use permit as provided in Section 405.1070, Conditional Use Permits; and

WHEREAS, Jonathan Heslop, of STL Caps, LLC, on behalf of Capriotti's Sandwich Shop, submitted an application for a new conditional use permit for a 1,663 square foot restaurant with 24 indoor seats, at 12536 Olive Boulevard, Suite B, within Shoppes at Questover; and

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Tuesday, September 2, 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 September 2, 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 12536 Olive Boulevard, Suite B, in the "GC" General Commercial zoning district, within Creve Coeur Plaza, whose legal description is as follows:

Lot A of Questover Subdivision, A subdivision in St. Louis County, Missouri, as per the Questover Consolidation Plat, Recorded in Plat Book 353, Page 34 of the St. Louis County Records.

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

1. The Conditional Use Permit shall be for the operation of a 1,663 square foot Limited-Service Restaurant, NAICS 722513, establishment at 12536 Olive Boulevard, Suite B within the Shoppes at Questover Shopping Center.
2. Maximum seating permitted is limited to 24 indoor seats. The Zoning Administrator may authorize outdoor seating, based up review of an outdoor seating plan to ensure all relevant Zoning and Building Codes are adequately addressed.
3. Hours of operation shall be 9:00 a.m. to 9:00 p.m., seven days a week. Additional business hours may be permitted with the Zoning Administrator's approval including, but not limited to, the catering of special events.
4. Missing landscaping within the existing beds in front of the buildings shall be replaced for the Zoning Administrator's approval prior to issuance of a final certificate of occupancy.
5. Employee vehicles, delivery and company vehicles shall be parked behind the buildings and as far from the public right-of-way as possible.
6. All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code and require a separate permit approval.
7. Any mechanical equipment installed for the site shall be properly screened with approved materials.
8. 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.
9. 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.
10. 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

BILL NO. 6187

ORDINANCE NO.

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.

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

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

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

ADOPTED THIS ____ DAY OF _____, 2025.

MARK MANLIN
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2025.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE, MRCC
CITY CLERK



city
of

CREVE COEUR

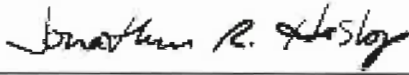
PLANNING DIVISION

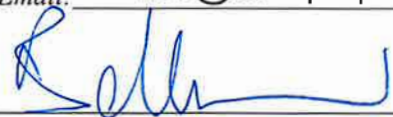
File # _____

300 North New Ballas Road, Creve Coeur, Missouri 63141
Tel. (314) 872-2501 • Fax (314) 872-2505

PLANNING AND ZONING COMMISSION AGENDA APPLICATION CONDITIONAL USE PERMIT

PLEASE COMPLETE FRONT AND BACK PAGES

Applicant:	Applicant's Representative (if applicable):
Jonathan Heslop	
<i>Name</i>	<i>Name</i>
STL Caps, LLC dba Capriotti's Sanwich Shop	
<i>Company (If Applicable)</i>	<i>Company (If Applicable)</i>
PO Box 525	
<i>Address</i>	<i>Address</i>
Eureka, MO 63025	
<i>Address</i>	<i>Address</i>
Telephone # 314.757.8447	Telephone # _____
<i>Telephone #</i>	<i>Telephone #</i>
Fax # _____	Fax # _____
<i>Fax #</i>	<i>Fax #</i>
Email: stlcapsllc@gmail.com	Email: _____
<i>Email:</i>	<i>Email:</i>
	
<i>Applicant's Signature</i>	<i>Applicant's Representative's Signature</i>

Property Information:	Owner's Acknowledgement (if different from applicant):
12536 Olive Blvd	Craig Bellew
<i>Address</i>	<i>Name</i>
Ste B	Altus Properties, LLC (Agent for Owner)
<i>Address</i>	<i>Company (If Applicable)</i>
Shoppes at Questover	231 S. Bemiston Ave, Suite 650
<i>Development Name (if any)</i>	<i>Address</i>
GC	St. Louis, MO 63105
<i>Current Zoning</i>	<i>Address</i>
none	Telephone # 314-713-1821
<i>Prior CUP Approvals (if known)</i>	<i>Telephone #</i>
	Fax # 314-569-5059
	<i>Fax #</i>
	Email: cbellew@altusproperties.com
	<i>Email:</i>
	
	<i>Owner's Signature</i>

Addendum for STL Caps, LLC dba Capriotti's Sandwich Shop

Rationale:

Four restaurants already operate in these two buildings, so the community is used to this type of traffic, parking, hours, etc. Our location will have entrances on both ends, enabling our dine-in customers pick whichever parking lot is easier or less full. We plan to have all the take-out orders use two dedicated spots near the rear entrance since 65% of the orders at our current location are to-go.



August 4, 2025

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

RE: Lease and Use Information – Conditional Use Permit for Capriotti's Sandwich Shop
12536 Olive Blvd, Suite B, Creve Coeur, MO 63141

Dear Ms. Moore,

I am writing to provide lease and use details in support of the Conditional Use Permit application for the premises located at **12536 Olive Blvd, Suite B, Creve Coeur, MO 63141**.

The **Landlord** for the premises is **Altus-Questover, LLC**, a Missouri limited liability company. The **Tenant** is **STL Caps, LLC**, a Missouri limited liability company doing business as **Capriotti's Sandwich Shop**.

The leased premises is approximately **1,663 square feet** in size and will be used for the operation of a **Capriotti's Sandwich Shop** location, serving **sub sandwiches**.

Please let me know if you need any additional information or documentation to complete your review of the CUP application.

Altus Properties, LLC – Manager for Owner/Landlord

By: Sarah Gwillim Mansholt
Managing Director, Property Management
Altus Properties, LLC

Shoppes at Questover



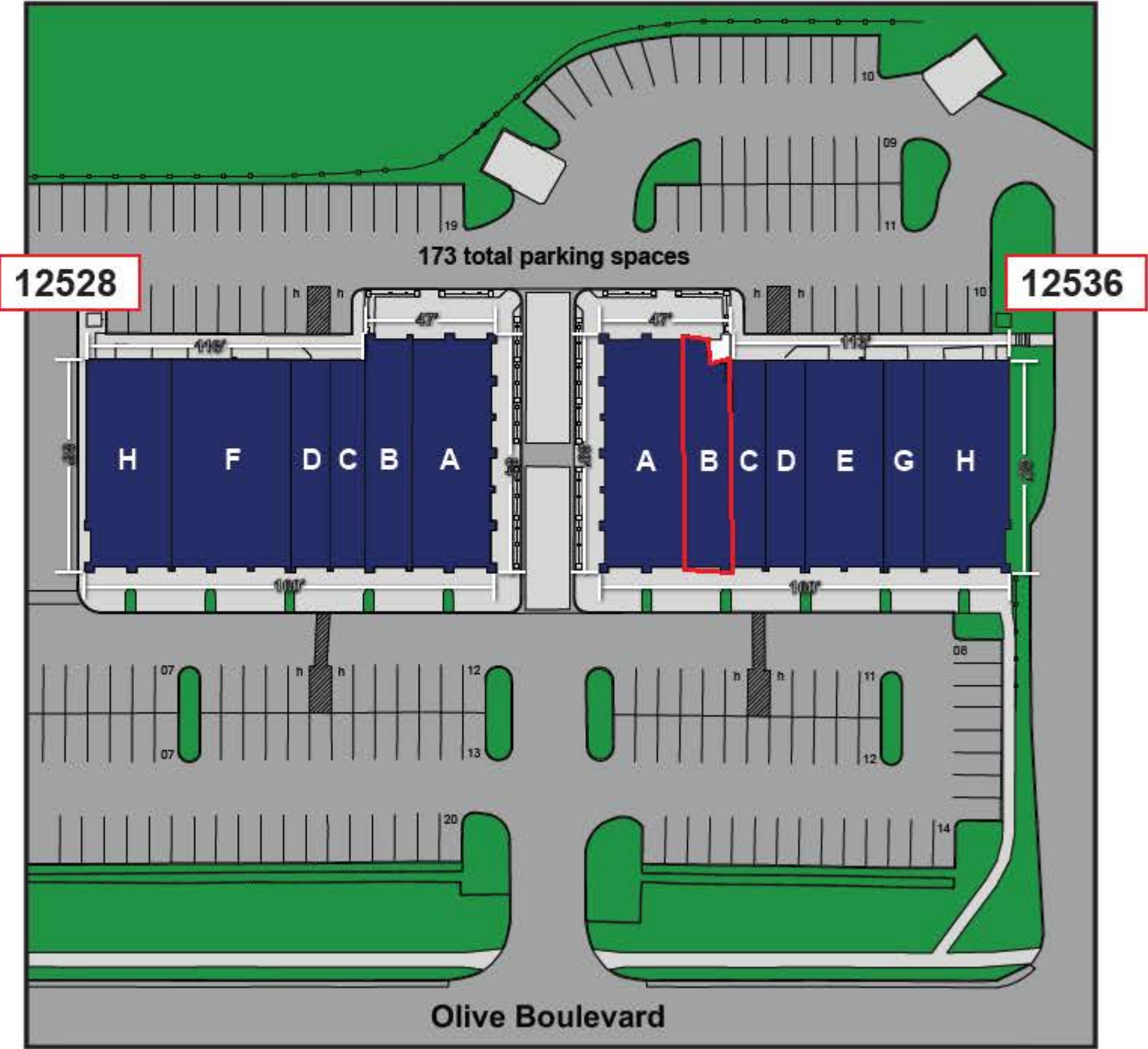
12528 Olive Blvd.

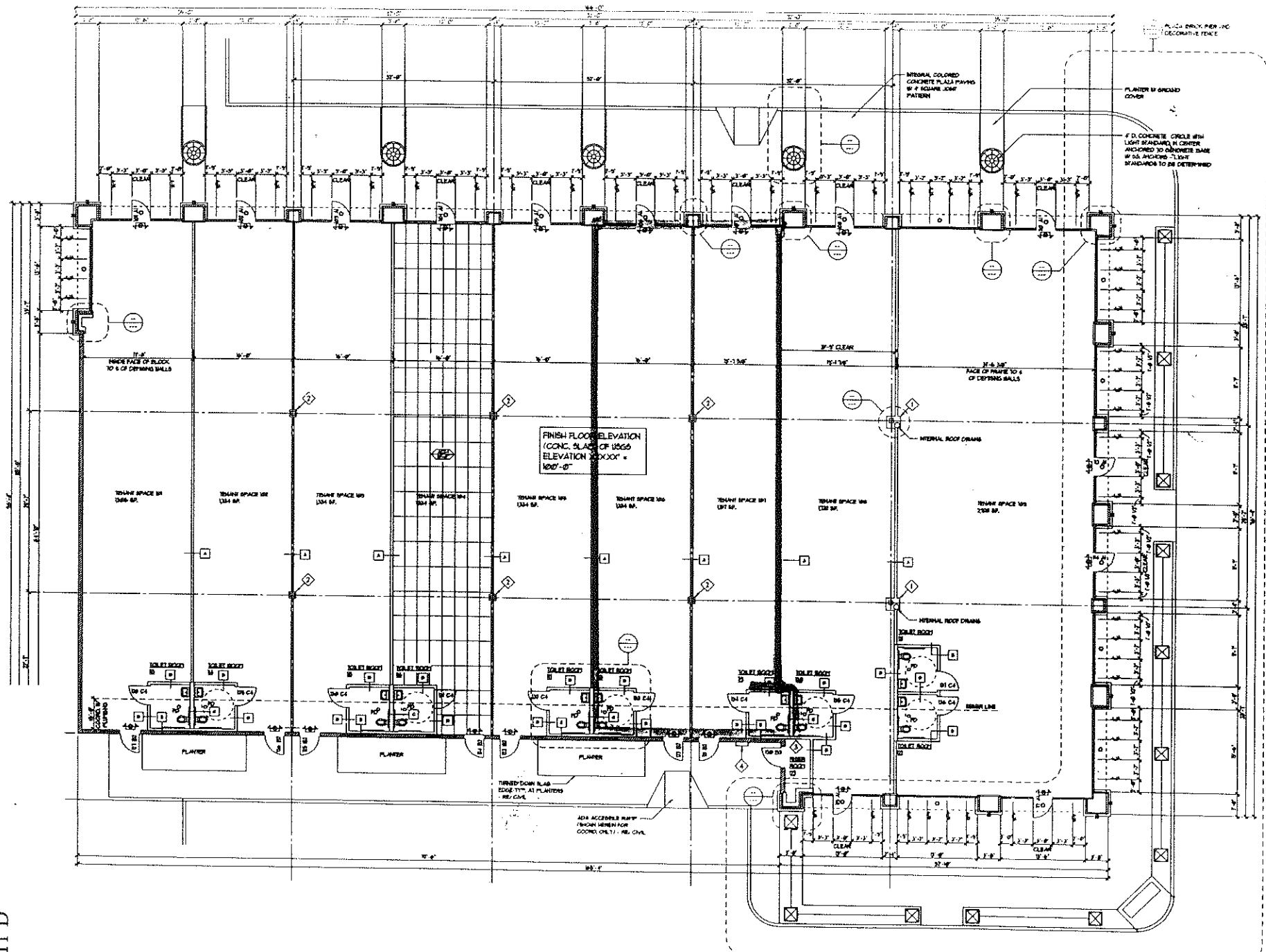
UNIT	TENANT	SF
H	Massage Envy	2,840
F	Heartland Dental, LLC	4,002
D	Amor Nails & Spa	1,334
C	St. Louis Gyro	1,281
B	Cutco Stores, Inc.	1,450
A	H. Parker Management	2,928

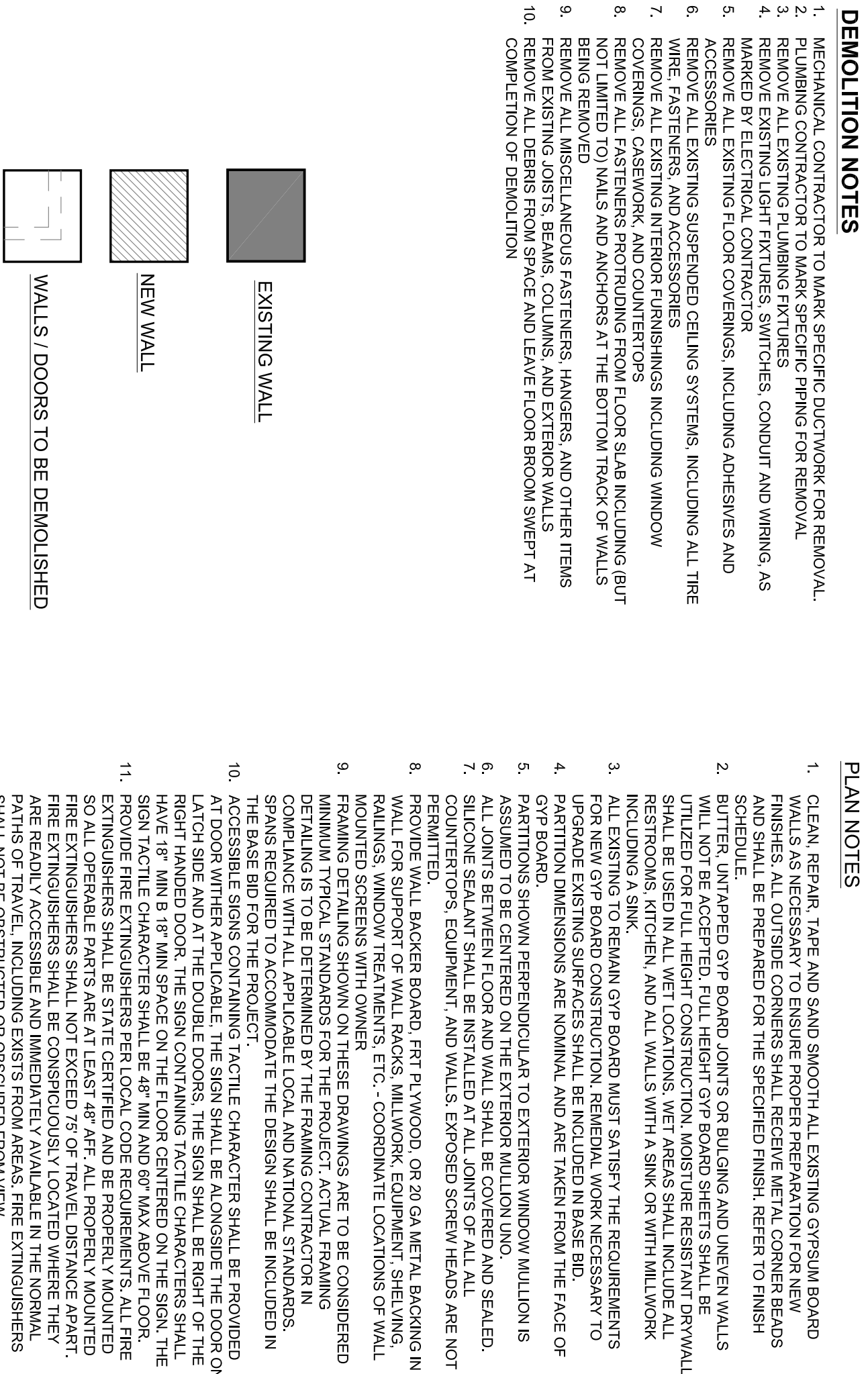
12536 Olive Blvd.

UNIT	TENANT	SF
A	Chicken Salad Chick	2,928
B	Capriotti's Sandwich Shop	1,663
C	Cookie Cutters	1,157
D	European Wax Center	1,334
E-F	Jet's Pizza	2,683
G	Trofast, LLC	1,342
H	Metro Design Studio	2,840
Other	Riser Room	79

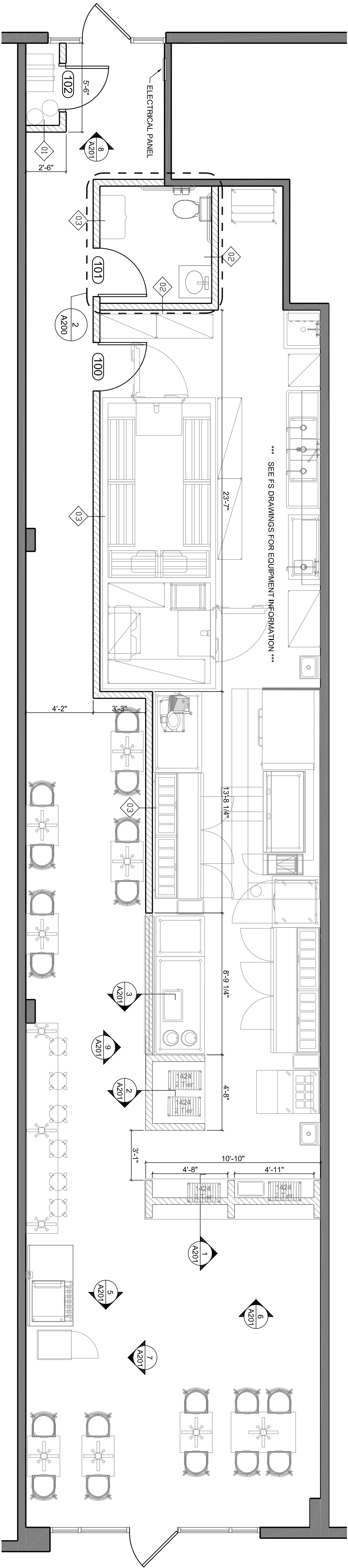
● Available Space (100% LEASED)







1 FLOOR PLAN
SCALE: 1/4"=1'





1 PLANNING AND ZONING COMMISSION MEETING

2 CITY OF CREVE COEUR, MISSOURI

3 300 NORTH NEW BALLAS ROAD

4 TUESDAY, SEPTEMBER 2, 2025

5 6:00 P.M.

6
7 PUBLIC HEARING

8 APPLICATION NO. 25-023

9
10 THOSE IN ATTENDANCE:

11 Ms. Julie LaBonte, Chair

12 Mr. Thomas Buelter

13 Mr. Larry Potashnick

14 Mr. Thomas Buelter

15 Ms. Marjorie Richter

16 Mr. Stephan Tomlinson

17 Mr. Carl Lumley, City Attorney

18 Mr. Jason Jaggi, Director of Community Development

19 Ms. Bethany L. Moore, City Planner

20 Ms. Claralyn Bollinger, Recording Secretary

21
22 McLaughlin Court Reporting Services, Inc.

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

24 4772 Gatesbury Drive

25 St. Louis, MO 63128

(314) 974-1199

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

3 Mr. Buelter?

4 MR. BUELTER: Here.

5 CHAIRMAN LABONTE: Ms. O'Brien is absent.

6 Mr. Potashnick?

7 MR. POTASHNICK: Here.

8 CHAIRMAN LABONTE: Ms. Richter?

9 MS. RICHTER: Here.

10 CHAIRMAN LABONTE: Mr. Tomlinson has not arrived
11 yet.

12 And Mr. Wang is absent.

13 Mr. Lumley?

14 MR. LUMLEY: Here.

15 CHAIRMAN LABONTE: Mr. Jaggi?

16 MR. JAGGI: Here.

17 CHAIRMAN LABONTE: Ms. Moore?

18 MS. MOORE: Here.

19 CHAIRMAN LABONTE: And, Ms. Bollinger?

20 MS. BOLINGER: Here.

21 CHAIRMAN LABONTE: Thank you.

22 (Mr. Tomlinson is now present.)

23 CHAIRMAN LABONTE: The next item, I'll open it
24 up, the Public Hearing 25-023: A Conditional Use Permit
25 for Capriotti's Sandwich Shop Located at 12536 Olive

1 Boulevard within Shoppes at Questover.

2 If anyone speaking could please come forward and
3 be sworn in. Thank you.

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

6 MR JONATHAN HESLOP: Good evening. I'm Jonathan
7 Heslop. I represent STL Caps. We're the franchisee for a
8 Capriotti's Sandwich located at 12536, Suite B, in Shoppes
9 at Questover.

10 I'm the franchisee and the area developer for
11 the St. Louis region. We have a current store over at
12 Rock Hill.

13 This is the first one of these I've done, so
14 bear with me here if I give you too much info or not
15 enough.

16 Also accompanied by Craig Bellew from Altus
17 Properties. He's the landlord, property manager, and also
18 a really good customer of ours.

19 MR. CRAIG BELLEW: I was there today.

20 MR JONATHAN HESLOP: There today.

21 Okay. So, Capriotti's, let me give you a little
22 history here, started in Wilmington, Delaware in 1976.
23 This is the original house. It's still there. The family
24 was serving cheese steaks and sandwiches off their front
25 porch and eventually turned into a full service

1 restaurant. They lived upstairs.

2 And then it got big. One of the family members
3 moved out to Las Vegas, opened a store out there. It blew
4 up. There's 35 locations in Las Vegas. Predominantly
5 there's still a lot in the southern California area, and
6 then up the east coast up toward between Delaware and
7 Philadelphia, there's quite a bit of them. And then they
8 scattered out across the country.

9 I got mad when nobody opened one here in
10 St. Louis. So, my kids said that they'd work here, so I
11 went ahead and became, not just for one store, but did a
12 minimum of three. We'll probably do something more like
13 six or eight, if the success continues as it is.

14 What's different about Capriotti's is, the
15 biggest thing is, we whole roast the turkeys. No one else
16 does that. We have three to four turkeys in the oven
17 every night. It's Thanksgiving every day at Capriotti's.
18 We use American Wagyu roast beef from Snake River Farms.
19 We slice everything fresh. We use local produce.

20 Lot of vegetarian options. I didn't expect how
21 big we were going to be with the vegetarian crowd.

22 Order online, catering, rewards programs. We do
23 all that. We're pretty -- pretty technically advanced
24 kind of place.

25 A little bit about me -- or I'm sorry -- the

1 current location of Rock Hill opened last year in
2 February. We've got a very good rating. We are usually
3 in the top 10 percent to 20 percent of stores across the
4 country out of the 150. We had no problem selling a
5 million dollars worth of sandwiches in the first year
6 being new to the market.

7 We've got -- our satisfaction ratings through
8 our customers were always in the top 5 percent of all the
9 stores across the country, and we've gotten A-pluses
10 always from St. Louis County Department of Health.

11 My store is spotless. And I plan to do the same
12 with all the other ones.

13 Little bit about me. I'm lifelong St. Louis
14 resident. We live out in Eureka. And I used to be an air
15 ambulance captain for many years. I was Channel 2's
16 nights and weekends pilot, backup pilot for them for many
17 years.

18 I founded -- got out of that about twelve years
19 ago because I needed to stay home to be a stay-at-home dad
20 for my boys, and I founded the St. Louis Charcoal Company.
21 I grew Rockwood charcoal. My brand. It's now in 10,000
22 stores in all fifty states. Most people know me for a
23 charcoal company.

24 And then we moved on to -- I was a -- a SLU
25 grad. I've got a MBA from Fontbonne. I've got a Missouri

1 real estate license, so I'm involved a little bit in the
2 real estate world.

3 But, most importantly, I'm in Platinum Rock
4 Legends. All right. If you come and see me on stage, I
5 got a wig, I wear the leopard pants on -- on stage. It's
6 great. It's a lot of fun. So that's me.

7 We're very active in the Buy Missouri Program as
8 well. That's us with Governor Kehoe.

9 And this pretty girl right here, my girlfriend,
10 she works at another great Creve Coeur business, Scotsman
11 Coin and Jewelry. Great place. Okay.

12 So, here's what we're looking at down the street
13 at Shoppes at Questover. It's about 1600 square feet.
14 Most of what we do out of our current store, about 60 to
15 70 percent, is -- is online orders. They come in, I'd say
16 about 60 percent. And then the other 10 -- the people,
17 the other 40 percent that actually come into the store,
18 almost half of the folks leave with their food, so, we
19 don't need a lot of parking. I know that was a big thing
20 about it. And we went -- Craig and I, before we ever
21 signed the lease, we -- they got really deep into the
22 weeds about parking, how many spaces and how many we were
23 going to need. We've already got two spots designated out
24 back. The reason I picked this spot was because we've got
25 the front door to bring people in in the front that are

1 going to stay in and dine in. We've got the back door to
2 bring people in that are going to take the to go orders.
3 We've already got the reserved spots outside. They
4 already put the signs up for them. So, that's what we do
5 at our current store, we've got reserved spots for the to
6 go drivers because so many of our orders are out of there
7 in under five minutes. We've got the food waiting. They
8 just come in, grab them, they're out.

9 We've got 24 seats on the map here. That's what
10 we've got at our current store. We don't usually fill all
11 those up. And some of those seats, we've got this little
12 bar here, this is going to be for the delivery drivers and
13 the people that actually have to wait a minute for their
14 food. So, that's not even really people dining in. These
15 are people that are going to be here maybe five minutes
16 and kind of goes with the rest.

17 Most -- most of our store, as you can see, is
18 kitchen, prep and food storage.

19 And we're going to be doing a lot more catering
20 out of this location, I think, than anything else.

21 Here's the site plan of up above. Our location,
22 the back entrance. These are the two spots I was speaking
23 of right here. Kind of -- here's the aerial up here.
24 Those are the two to go spots. Signs are already there.
25 And we'll be taking the to go orders out of the back

1 there.

2 But that's pretty much all I had. I've got some
3 menus here if you wanted to check out our offerings.

4 If I may approach?

5 CHAIRMAN LABONTE: Yes. Thank you.

6 MR JONATHAN HESLOP: Pass those down. Might be
7 one short here. Take a look at those.

8 CHAIRMAN LABONTE: Thank you.

9 MR JONATHAN HESLOP: Now you're all hungry,
10 right?

11 Has anybody been to my store in Rock Hill or
12 have you ever been to Capriotti's in other cities before?

13 CHAIRMAN LABONTE: No.

14 MR. LUMLEY: I'm going now.

15 MR JONATHAN HESLOP: Bethany -- Bethany, who did
16 I meet over there that -- that -- on the other -- on the
17 side across from your office --

18 MS. BOLINGER: Steve.

19 MR JONATHAN HESLOP: -- there that --

20 MS. BOLINGER: Oh, Steve, yeah. Bessie Harmon.

21 MR JONATHAN HESLOP: Yeah, she was all excited.
22 She heard Capriotti's and went --

23 MS. MOORE: She was.

24 CHAIRMAN LABONTE: Oh, wait. Hang on. Hang on.
25 Yes.

1 Are we ready to open or -- yeah.

2 MR. JAGGI: Jason Jaggi, Director of Community
3 Development.

4 Just, we do have a transcript going here.

5 CHAIRMAN LABONTE: Okay. Yeah.

6 MR. JAGGI: Just wanted to remind everybody.

7 CHAIRMAN LABONTE: Yeah.

8 MR JONATHAN HESLOP: Okay. Does anybody have --
9 do I open it up for questions or do you want to hear from
10 Craig at all as far as the parking situation?

11 CHAIRMAN LABONTE: I don't think so yet. I
12 think we're -- any questions for our applicant?

13 No, I think we're good. Thank you.

14 MR JONATHAN HESLOP: Okay.

15 MS. MOORE: Bethany Moore, City Planner.

16 So, this is a conditional use permit for
17 Capriotti's Sandwich Shop. It's located at 12536 Olive
18 Boulevard within the Shoppes at Questover Development.

19 So, here is the request. Here is the location.
20 This is Building A, B and C, I believe, or maybe this is
21 A. I think this is A. But the applicant has submitted an
22 application to be in Suite B at Shoppes at Questover.

23 And the NAICS 722513 is for limited service
24 restaurants, which require a conditional use permit in all
25 zoning districts.

1 So, there are no exterior changes for the
2 project. There will be 24 indoor seats, no outdoor seats.
3 And four employees at busiest shift. The hours will be
4 from nine to nine every day. And it's in our GC, General
5 Commercial District.

6 So, again, here's the site plan. So, the
7 Shoppes at Questover are three buildings, but the other
8 one that's over here is actually owned by a separate
9 owner, so that's why it's not included in this site plan.

10 But, as you can see over here, this is the whole
11 development. So it's three buildings, and they have
12 shared parking agreements, so all of the parking for all
13 three is shared throughout by all the uses.

14 Okay. So here Suite B is the location of
15 Capriotti's. And this is the entry, and this is the rear.

16 Again, here's the proposed location. So it's on
17 the other side of Chicken Salad Chick in a space that was
18 previously used as their leasing office. So, no
19 restaurant was here before.

20 And then for parking, there are 204 existing
21 parking spaces on site, which are shared. And this use
22 requires 15 parking spaces, and so I have included the
23 table for all of the uses tabled out and tabulated in the
24 staff report.

25 So, for all of the uses and all of the required

1 parking, there are two excess spaces left in the lot, so
2 as they are now, all of the parking is accounted for for
3 the uses with only two extra.

4 And, so, while I was out on site some things
5 that we look for for conditional use permits are we go and
6 check the parking lot, we check the lighting, we check the
7 landscaping, those kinds of things to see if any
8 maintenance needs to be done.

9 And I did notice while we were out there there
10 is some missing landscaping along the buildings, and
11 that's these landscaping beds here the closest to the
12 buildings and where this -- where this location will be.
13 So, a condition of approval was added to address that.

14 So, in our conditions of approval, I've just
15 highlighted three. We have the same kind of boilerplate
16 requirements that we always include.

17 But -- but their hours of operation will be from
18 nine to nine. And, again, additional business hours may
19 be permitted by the Zoning Administrator's approval, like
20 for catering and things like that.

21 The maximum seating is limited to 24 indoor
22 seats because that is tied to how many parking spaces that
23 they would need, and so that is something that they would
24 have to have amended in their CUP, but they don't have any
25 space for -- for additional parking right now. They have

1 just the two spaces.

2 And then the missing landscaping. Within the
3 existing beds in front of the building shall be replaced
4 per the Zoning Administrator's approval prior to issuance
5 of a final certificate -- excuse me -- of occupancy.

6 Yes.

7 MR. BUELTER: Trash enclosure?

8 MS. MOORE: The trash enclosure is in good
9 repair. I did not include a picture in the -- in here,
10 but there is one in the staff report, and they're in good
11 condition.

12 MR. BUELTER: And they have their own or is it
13 common to the --

14 MS. MOORE: There's -- I think there's one per
15 building. There's three on the site. So, they have one
16 that's closer to their building, and then there's one
17 closer to the middle building, and then there's one at the
18 end for the additional building, and they would be
19 utilizing that one in back.

20 MR. BUELTER: And you said lighting was good?

21 MS. MOORE: Yes, the lighting is good as well.
22 And they're not proposing any new lighting.

23 And the parking lot's in good condition too.

24 MR. POTASHNICK: How's this going to work with
25 Jersey Mike's? You got two restaurants -- have two

1 similar restaurants?

2 MS. MOORE: Yes. They're in separate buildings,
3 and the required parking is there. I mean it's an allowed
4 use -- or a -- with a conditional use permit.

5 MR. POTASHNICK: Okay.

6 And -- and is Jersey Mike's owned by the same
7 lessor?

8 MS. MOORE: It's in a separate building that's
9 owned by a different owner.

10 MR. POTASHNICK: Different owner. Okay.

11 MS. MOORE: Uh-huh.

12 MR. POTASHNICK: But I think if --

13 MS. MOORE: Part of the same development, but a
14 different owner.

15 MR. POTASHNICK: If you go back and look, we
16 approved the Jersey Mike's, I think we asked for some
17 things to be done, and they may not have been executed by
18 the lessor.

19 MS. MOORE: The -- the planters in the front?

20 MR. POTASHNICK: The planters, there was
21 shrubbery issues, there was cracked concrete there, you
22 know, I'd have to go back and look.

23 MS. MOORE: Okay.

24 MR. POTASHNICK: It's ancient -- that's ancient
25 history.

1 MS. MOORE: That pre-dates me a little bit, but
2 I think I know what you're talking about. And you're -- I
3 think that that was relating to these planters that are in
4 front of the two buildings on this site were supposed to
5 be continued on to that building, and that has not been
6 done, so that is something staff can look into and contact
7 them about.

8 CHAIRMAN LABONTE: Okay. Other questions?

9 No.

10 Okay. Thanks, Bethany.

11 CHAIRMAN LABONTE: I can open it up to anyone
12 that has anything to say from the public.

13 There are a lot of young men here. No.

14 Okay.

15 MR JONATHAN HESLOP: Do you have any more
16 questions of me or Craig regarding anything, or is the --
17 or anything else that --

18 CHAIRMAN LABONTE: No, I think we heard it from
19 Bethany. I think we're good. Thank you.

20 MR JONATHAN HESLOP: Welcome.

21 CHAIRMAN LABONTE: Okay.

22 MR. BUELTER: I move to recommend --

23 MR. LUMLEY: Hold on.

24 MR. BUELTER: Sorry.

25 CHAIRMAN LABONTE: Got to read it.

1 MR. LUMLEY: I offer the following exhibits into
2 the record of this Public Hearing: Documentation in
3 possession of the City Clerk reflecting the public notice
4 that was provided, the staff's report, the presentation
5 materials from the applicant and staff, the City Code of
6 Ordinances and Charter, the City Comprehensive Plan and
7 the public file regarding the application.

8 The Public Hearing was concluded at 2:02 p.m.

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

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

11
12
13 Deborah McLaughlin, MO-CCR, IL-CSR, KS-CCR
14 Deborah K. McLaughlin, MO-CCR, IL-CSR, KS-CCR
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APPLICATION TO PLANNING AND ZONING COMMISSION
#25-025: A CONDITIONAL USE PERMIT FOR THE REPLACEMENT OF TWO
MISSOURI AMERICAN WATER COMPANY WATER TANKS LOCATED AT
9989 OLD OLIVE STREET ROAD

FOR THE MEETING OF: Monday, September 15, 2025, 6:00 PM.

LOCATION: 9989 Old Olive Street Road (see attached map). Zoned GC-General Commercial Zoning District.

REQUEST: Tim Straszacker, of Horner and Shifrin, Inc, on behalf of Missouri American Water, has submitted an application for a conditional use permit with site development plan for the replacement of two existing steel water tanks with two prestressed concrete water tanks in a similar footprint at 9989 Old Olive Street Road. The property is in the “GC” General Commercial zoning district. Water Supply and Irrigation Systems, NAICS 221310, is a Conditional Use in the “GC” zoning district and requires a Conditional Use Permit with review and final approval by the City Council upon the recommendation of the Planning and Zoning Commission.

ADDITIONAL INFORMATION:

Key Issues:

- Does the request further the goals and/or implement the Comprehensive Plan?
- Is the request consistent with the requirements for Conditional Uses?

Creve Coeur 2030 Plan References

- Mixed-Use Innovation Campus District (MUIC)
- 39N Master Plan
- Old Olive Street Road Great Street Plan

Zoning Code References

- Section 405.360: GC-General Commercial Zoning District
- Section 405.470: Conditional Uses

APPLICANT: Tim Straszacker
Horner & Shifrin, Inc.
401 S. 18th Street, Ste 400
St. Louis, MO 63103

PROPERTY OWNER:

Missouri American Water Company
727 Craig Road
Creve Coeur, MO 63141

REPORT PREPARED BY: Jason W. Jaggi, AICP, Director of Community Development

DATE: 9/10/2025

ATTACHMENTS: Applicant’s Materials received 9/5/2025
Draft Ordinance

BACKGROUND

Missouri American Water Company operates a water distribution facility at 9989 Old Olive Street Road which currently contains two water tanks and a pump station. The water facility was originally constructed in 1929 and expanded in 1954. In 2019, the City approved a conditional use permit (Ordinance No. 5649) to allow the construction of a new pump station to relocate and replace the aging pump station, which maintains water pressure to large portions of St. Louis County. The plans also included several changes to the site. The water company worked with the City to relocate an entrance drive off Old Olive, install a decorative security fence and street trees along the roadway frontages, and dedicate an easement to facilitate future streetscape improvements as called for in the 39 North Old Olive Great Streets Plan.

The conditional use permit issued in 2019 also included a condition of approval that required the water company to coordinate with the City when the tanks are to be repainted regarding decorative treatment and/or paint color to facilitate desirable integration to the 39 North District. With this application, the water company seeks approval from the City to replace the existing tanks with new tanks. Exterior design options have been proposed to fulfill the previous requirement to enhance the appearance of the tanks.

PROPOSAL

The water company is seeking to replace the two existing steel water tanks on site as they are reaching the end of their service life. The proposed project will demolish the existing tanks and replace them with newly constructed Prestressed Concrete Tanks with an expected service life of 50 or more years. In consideration of the prior site work that was completed in 2019 when the pump station was replaced, no other site changes are proposed.

The new tanks will be located in the same location on the site as the existing tanks and will be circular in appearance. The footprint of the new tanks will be reduced compared to the existing and the height will be increased. The new tanks will be 61-feet in height with a diameter of approximately 215-feet.

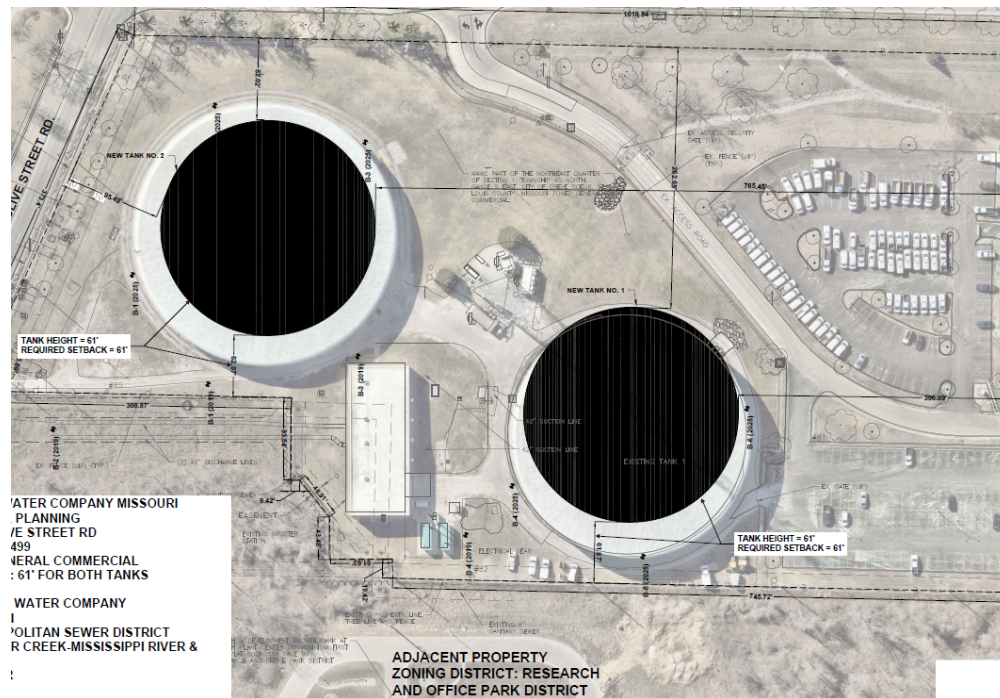
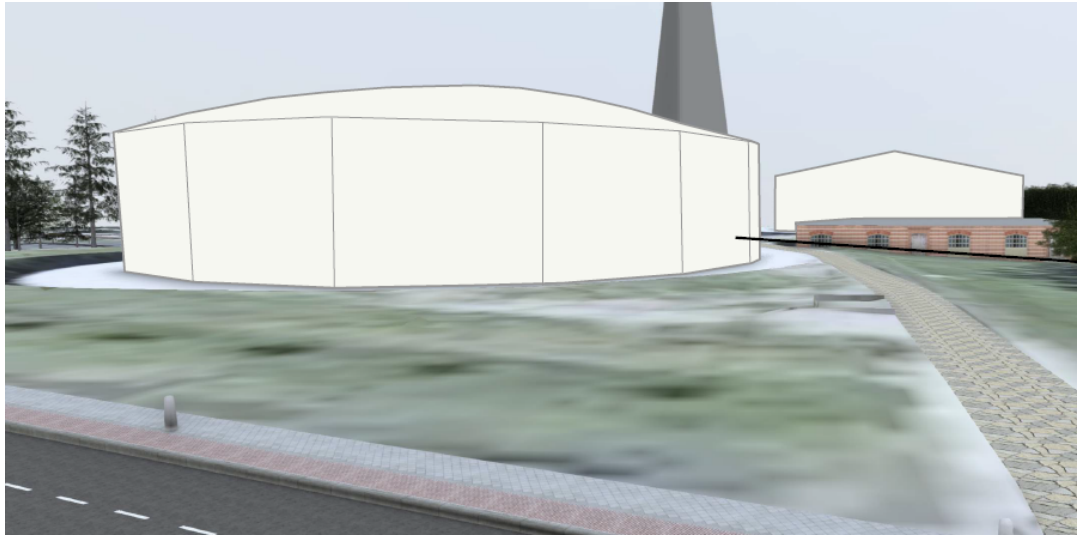


Figure 1: Site plan view of the new water tanks superimposed over the existing tanks.

Exterior Design

The water company has submitted three options for the exterior for the new water tanks as described below:

Option 1: Provide an exterior coating consisting of a range of neutral colors from white, tan, gray and sage. This can be considered the standard design approach.



Option 2: Provide a colored exterior finish to match the colors of the surrounding buildings such as the water company's new pump station and the Danforth Plant Science Center. This could be achieved by dying the concrete or applying an exterior coating such as EIFS.



Option 3: Provide a brick/masonry-look façade to match the brick/masonry façades of the surrounding buildings. This can be done using concrete forms.



The applicant has indicated to staff that the final decision is dependent on the selection of a tank manufacturer and general contractor. This could result in Options 1 and 2 not being feasible for the water company.

LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

DIRECTION	USE	ZONED	SEPARATED BY
North	Helix Center Biotech Incubator	LI- Light Industrial	NA
South	Office Development	GC-General Commercial District	Old Olive Street Road
East	Danforth Plant Science Center	RO-Research and Office Park District respectively	NA
West	Office Development	GC-General Commercial District	Corporate Square Drive

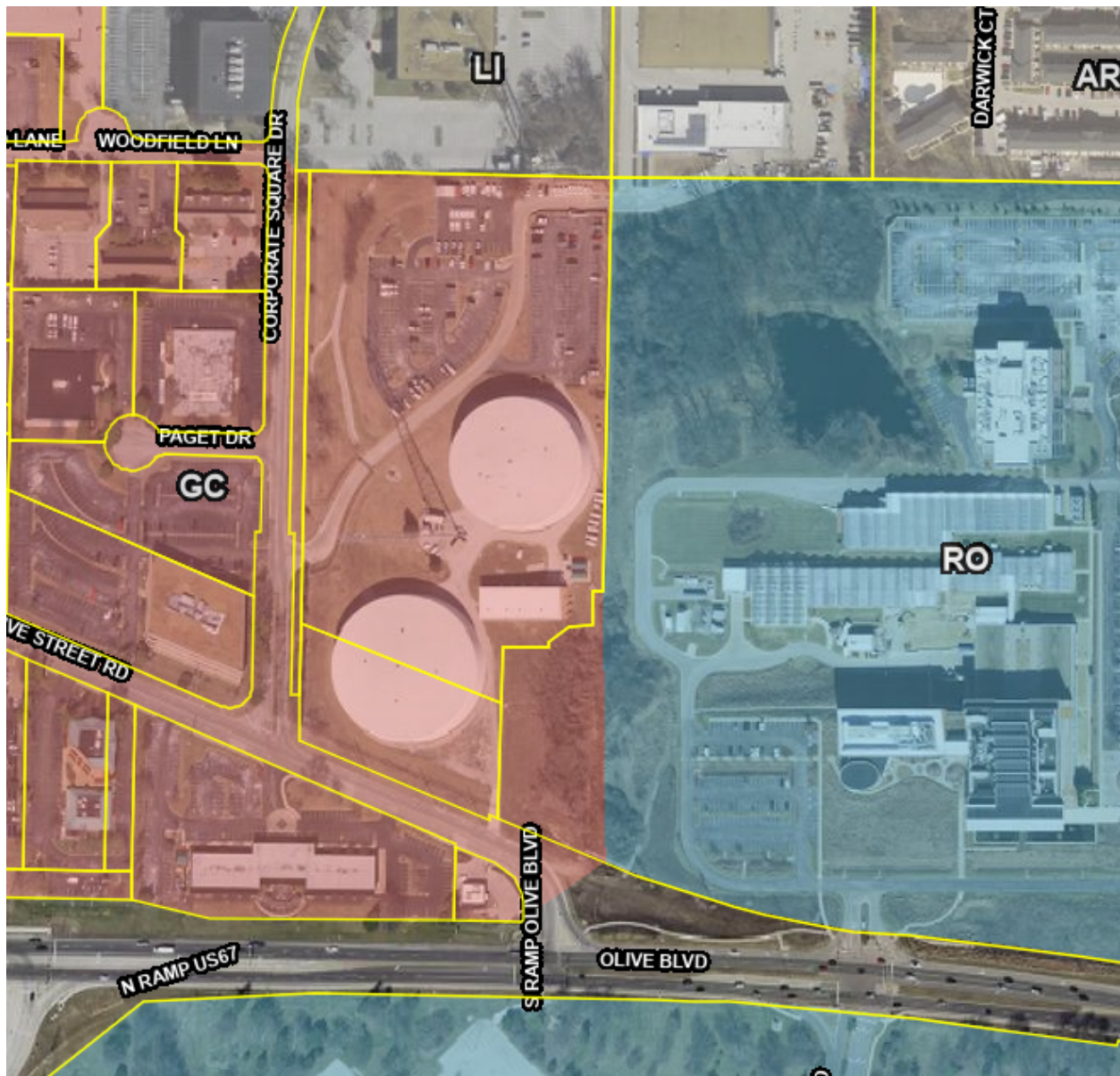


Figure 2: Image from the City's GIS

COMPREHENSIVE PLAN REVIEW

The subject property is located within the Mixed-Use Innovation Campus District (MUIC) of the Creve Coeur 2030 Plan that envisions a sustainable hub for cutting-edge research, job opportunities and community amenities that encourage innovation, collaboration, and entrepreneurship in vibrant, mixed-use environment, and includes a variety of active, office, and residential ground floor uses. The 39N and Old Olive Great Street Plan both acknowledge the MAWC's continued existence and do not envision a change in use to this site, while Old Olive Street Road is viewed as a key corridor for the 39N District. The Old Olive Street Road Plan and 39N Master Plan does show signage on the water tanks to help identify the district. The desire to upgrade the appearance of the tanks at the time when they require maintenance was acknowledged in the 2019 ordinance which required the water company to work with the City to incorporate design and colors of the tanks when repainted to complement the district. This proposal incorporates these design intentions and, as a result, the proposal meets with the goals and objectives of the Comprehensive Plan, as well as furthers the site towards the draft Old Olive Great Streets Plan and the 39N Master Plan.

DESIGN GUIDELINES REVIEW

The City's Design Guidelines encourage high quality architectural design, and that all elevations should receive equal design consideration, where natural materials such as stone and brick are preferred. For utility-type buildings, the Design Guidelines recommend that these buildings directly relate in material, character, and detail to the primary building(s) on the site (p.14). The proposal meets with the recommendations of the Design Guidelines as the applicant has worked with the City and the 39 North organization to develop a color change or decorative treatment to the exterior of the ground storage tanks in an effort to facilitate desirable integration into the surrounding development and existing pump station.



Figure 3: Close up image of the water company pump station building with the existing tank in the background.



Figure 4: Close up image of the Danforth Plant Science Center building

ZONING REVIEW

Water Supply and Irrigation Systems, NAICS 221310, is a Conditional Use in the “GC” zoning district and requires a Conditional Use Permit with review and final approval by the City Council upon the recommendation of the Planning and Zoning Commission. The GC District has a maximum site coverage of 63%, where the site plan indicates no change in site coverage from existing conditions, which is 47% as shown on the previous site plan.

Section 405.470.A for Conditional Uses provides the following requirements for Water Supply and Irrigation Systems (NAICS 221310):

Water supply And Irrigation Systems — NAICS 221310 (conditional use in the "GC" and "LI" district).

- a. Shall be located on lots of at least three (3) acres in the "LI" Light Industrial District.
- b. Shall be located on lots of at least eight (8) acres in the "GC" General Commercial District.
- c. Elevated structures shall be set back from property lines a minimum of one (1) foot for every foot in height of the structure.

The site is 12.5 acres, and the water tank structures are 61-feet in height. The site plan shows the tanks being setback greater than 61-feet adjacent to all property lines. Therefore, the proposal meets the conditional use requirements.

Utility Facilities

The Zoning Regulations provide for specific regulations regarding any utility facilities, which include Facilities shall be located in such a manner as to reduce or eliminate their visibility, under Section 405.690(C)(1)(b). Further under subsection (c)

Facilities shall be a neutral color and shall not be bright, reflective or metallic. Black, gray and tan shall be considered neutral colors, as shall any color that blends with the surrounding dominant color and helps to camouflage the facilities. Sight-proof screening, landscape or otherwise, may be required for facilities taller than three (3) feet in height or covering in excess of four (4) square feet in size. Such screening shall be sufficient to reasonably conceal the facility. A landscape plan identifying the size and species of landscaping materials shall be approved by the Director prior to installation of any facility requiring landscape screening. The person responsible for the facilities shall be responsible for the installation, repair or replacement of

screening materials. Alternative concealment may be approved by the Director to the extent it meets or exceeds the purposes of these requirements.

Given the overall size and area of these utilities, screening is impractical. The applicant has submitted design options to blend with the surrounding dominant colors. Further, street trees exist along all street frontages which provide some measure of screening. In consideration of both elements, staff believes these requirements have been satisfied.

CONCLUSION AND RECOMMENDED CONDITIONS OF APPROVAL FOR THE CONDITIONAL USE PERMIT
Staff finds that the proposal meets with the recommendations of the Comprehensive Plan and Design Guidelines and the requirements of the Zoning Regulations, subject to the determination of the exterior finish options presented. As previously stated, the applicant has indicated to staff that the final selection is dependent on a tank manufacturer and general contractor. This could result in the first two options ultimately not being feasible for the water company.

With these considerations in mind, staff recommends that the Commission select its preferred exterior option and allow for an alternate option. Any other changes to the design would require Planning and Zoning Commission review and approval in the form of a minor site development plan.

Staff is of the opinion that the brick-look façade (Option 3) is the most aesthetically appealing as it provides texture to these large structures and matches the predominant material of the surrounding buildings. With that being said, an exterior coating in a color that complements the Danforth Center, and the pump station would also be acceptable and would represent a much-improved appearance compared to the existing white tanks. These designs have been shared with the 39 North organization, and they support the color coordination approach with the Danforth Center and pump station. This option would also satisfy the prior condition of Ordinance No. 5649 which required paint color or decorative treatment to the tanks.

Staff has included a condition in the draft ordinance to approve Option 1, the brick-look option, and if not feasible, the tanks should provide a color similar to the adjacent pump station building and Danforth Plant Science Center building. In addition, instead of issuing a new conditional use permit for the replacement tanks, staff recommends that Ordinance 5649 be amended to include the replacement tanks while maintaining the prior conditions in that ordinance as follows:

All requirements of Ordinance No. 5649 shall remain in effect except as amended below:

1. Condition #9 of Ordinance #5649 is no longer valid and is to be removed.
2. The Applicant shall submit Grading Plans, showing all exterior improvements, for all new construction to the Department of Public Works for review and issuance of a Site Improvement Permit. The Grading Plans shall be in substantial conformance with the "Site Plans" received September 5, 2025, as bound together and submitted in conjunction with Application #25-025 by the Missouri American Water Company, except as modified below.
3. The Applicant is required to submit a Building Permit application, as required by Article II of the Building Code. Exterior tank elevations shall be in substantial conformance with the Elevations received September 5, 2025, as bound together and submitted in conjunction with Application #25-025 by Missouri American Water Company, except as modified below.
4. Exterior Tank Design Option 1 with the brick-look exterior, as shown in the plans received September 5, 2025, is approved with the alternate option of an exterior color similar to the adjacent pump station building and Danforth Plant Science Center building for staff review and approval of the final color selection. Should neither of those options be feasible, revised exterior designs and/or colors for the tanks shall require review and approval by the Planning and Zoning Commission as a minor site plan amendment.

5. 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.
6. 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.
7. 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.
8. Any transfer of ownership or lease of the property shall include in the transfer or lease agreement a provision that the purchaser or lessee agrees to be bound by the approved Conditional Use Permit/Site Development Plan for the property and the conditions herein set forth, and written confirmation thereof signed by the new owner or lessee shall be filed with the City at the time of such transfer or lease. Failure to comply with this provision shall not excuse anyone from these conditions.

ACTION AND MOTION

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

“I move to recommend approval of Application #25-025 for a Conditional Use Permit in the form of an amendment to Ordinance No. 5649 and Site Development Plan approval for replacement of two water tanks located at 9989 Old Olive Street Road subject to the conditions contained in the draft ordinance for the meeting of September 15, 2025” (conditions may be added, eliminated, or modified by preceding motion).

APPENDIX 1: COMPREHENSIVE PLAN

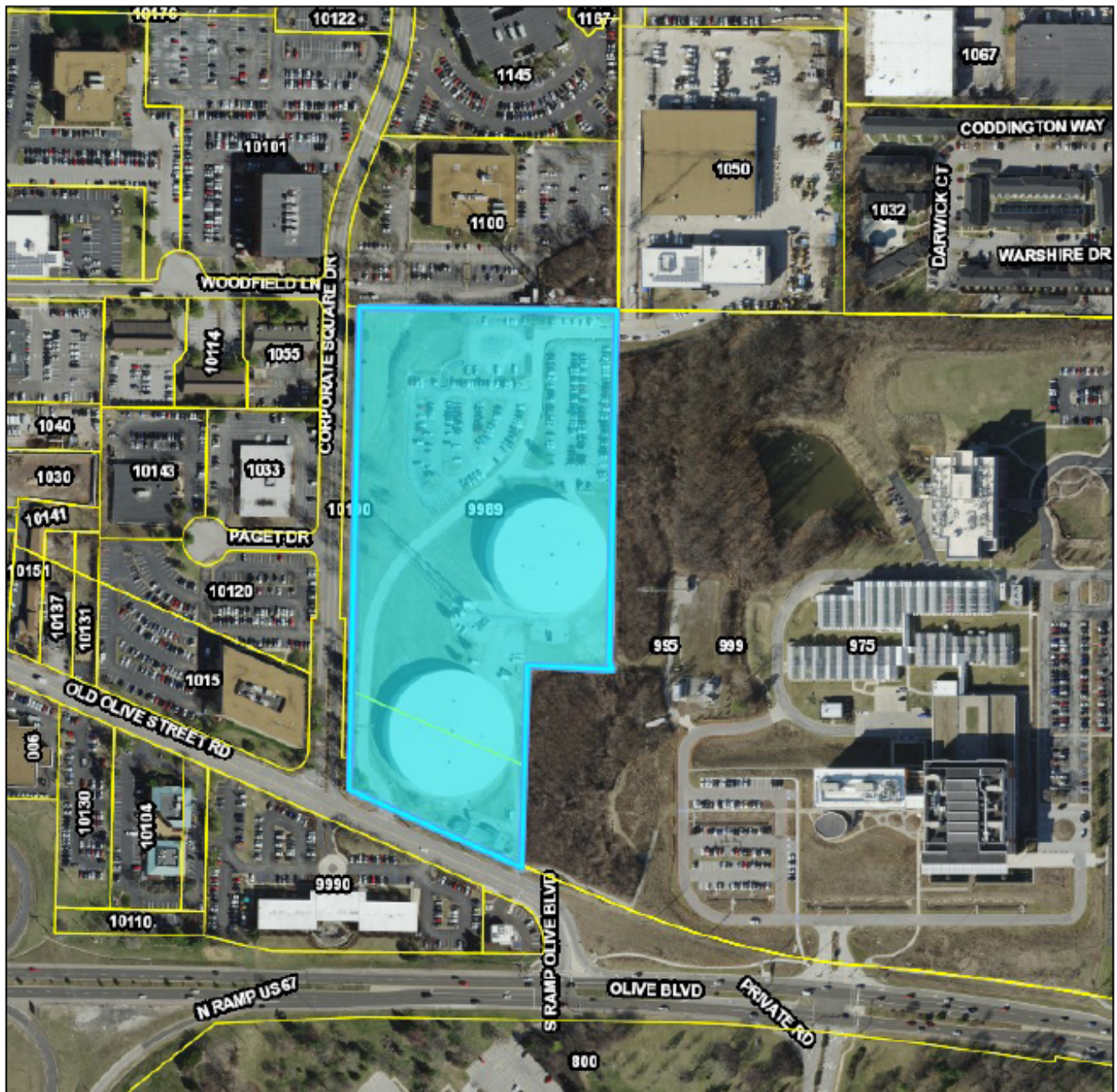
Included and attached by reference. See body of report for specific excerpts.

APPENDIX 2: ZONING CODE

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

APPENDIX 3: AERIAL PHOTO

Missouri American Water Company



City Limits

Parcels

June 24, 2019



Prepared By

I HORNER SHIFFRIN

APPENDIX 4: SITE PHOTOGRAPHS

Date: 7/16/2019



Description: View from Old Olive Street Road of the existing tank and pump station in the background. Old Olive Street Road Looking west.



Description: View of the existing water tank looking northeast from Old Olive Street Road.



Description: View of
the site looking north
toward Corporate
Square Drive

**AN ORDINANCE AMENDING ORDINANCE NO. 5649 AUTHORIZING A
CONDITIONAL USE PERMIT FOR WATER SUPPLY AND IRRIGATION SYSTEMS
(NAICS 221310) FOR MISSOURI AMERICAN WATER COMPANY AT 9989 OLD
OLIVE STREET ROAD**

WHEREAS, an application was submitted by Tim Straszacker, of Horner & Shifrin, on behalf of Missouri American Water Company for an amendment to the conditional use permit (CUP), Ordinance No. 5649, to modify the terms and conditions of the ordinance relating to the replacement of the two existing water tanks, and to include a Site Development Plan; and

WHEREAS, under Section 405.210 Table A, Water Supply and Irrigation Systems (NAICS 221310) in the "GC", General Commercial zoning district require the issuance of a CUP as provided in Section 405.1070, Conditional Use Permits; and

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Monday, September 15, 2025, beginning at 6:00 p.m. or immediately following the close of the previous public hearing, for the conditional use permit amendment 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 7-0 vote, recommended approval of the conditional use permit amendment, subject to the conditions contained herein, at its meeting on September 15, 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 amended 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: Ordinance 5649, the Conditional Use Permit, is hereby amended pursuant to Section 4 hereof for Missouri American Water Company at 9989 Old Olive Street Road in the "GC", General Commercial zoning district, whose legal description is as follows:

A tract of land in the northeast quarter of Section One. Township 45 North, Range 5 East, St. Louis County, Missouri and being part of the third amendment to the Bio Research & Development Growth Park at the Danforth Center Condominium recorded in a Plat Book 367 Pages 323-325 of the St. Louis County Recorder's Office, and being more particularly described as follows:

Beginning at a point on the norther line of said section, at the northeast corner of a tract of land now or formerly conveyed to St. Louis County Water Company, by instrument recorded in Deed Book 744, Page 599 of the St. Louis County Recorder's Office, said point is also the northwest corner of the third amendment to the Bio Research & Development Growth Park at the Danforth Center Condominium, Recorded in Plat Book 367 Pages 323-325 of the St. Louis County Recorder's Office; Thence south 01 degrees 19 minutes 29 seconds west, along the common property line of the previously stated owners, a distance of 745.67 feet to an old stone; thence north 88 degrees 40 minutes 31 seconds west, a distance of 18.89 feet to a point; thence south 00 degrees 34 minutes 16 seconds east, a distance of 61.63 feet to a point; thence south 89 degrees 05 minutes 44 seconds west, a distance of 43.48 feet to a point; thence south 51 degrees 03 minutes 37 seconds west, a distance of 46.94 feet to a point; thence south 00 degrees 28 minutes 11 seconds west, a distance of 9.42 feet to a point; thence north 89 degrees 31 minutes 49 seconds west, a distance of 83.54 feet to a point on the eastern line of a 15 feet wide strip of land conveyed to St. Louis County Water Company by instrument recorded in Deed Book 5848, Page 353 of the St. Louis County Records; thence south 01 degree 19 minutes 29 seconds west, along said eastern line, a distance of 308.86 feet to the southwestern corner of said third amendment to the Bio Research & Development Growth Park at the Danforth Center Condominium, said point being located on the northern line of a widening strip to the State of Missouri by Cause #222918 of the Circuit Court of St. Louis County, recorded in Deed Book 3955, Page 431 of the St. Louis County Records; thence north 67 degrees 26 minutes 21 seconds west, along the norther line of said widening strip, a distance of 16.09 feet to the northwest corner of said widening strip to the State of Missouri, said point also being located on the western line of said 15 feet wide strip to St. Louis County Water Company; thence south 01 degree 19 minutes 29 seconds west, along said west line, a distance of 10.18 feet to the southwest corner of said 15 feet wide strip to St. Louis County Water Company and to the northern right of way line of Old Olive Street Road, 60 feet wide, said point also being the southwest corner of a tract of land conveyed to St. Louis County Water Company by instrument recorded in Deed Book 744 Page 599 of said county records; thence north 66 degrees 51 minutes 17 seconds west, along the northern line of said Old Olive Street Road, a distance of 373.40 feet to the

southwest corner of the previously mentioned St. Louis County Water Company tract; thence departing Old Olive Street Road, north 01 degrees 19 minutes 40 seconds east, along the western line of said St. Louis County Water Company tract, a distance of 1019.84 feet to the northwest corner of said tract and the north line of said section 1; thence south 89 degrees 09 minutes 14 seconds east, along said section on line and the northern line of said St. Louis County Water Company tract, a distance of 541.10 feet to the point of beginning, containing 529,074 square feet or 12.469 acres.

Section 2: All requirements of Ordinance No. 5649 shall remain in effect except as amended below:

1. Condition #9 of Ordinance #5649 is no longer valid and is to be removed.
2. The Applicant shall submit Grading Plans, showing all exterior improvements, for all new construction to the Department of Public Works for review and issuance of a Site Improvement Permit. The Grading Plans shall be in substantial conformance with the "Site Plans" received September 5, 2025, as bound together and submitted in conjunction with Application #25-025 by the Missouri American Water Company, except as modified below.
3. The Applicant is required to submit a Building Permit application, as required by Article II of the Building Code. Exterior tank elevations shall be in substantial conformance with the Elevations received September 5, 2025, as bound together and submitted in conjunction with Application #25-025 by Missouri American Water Company, except as modified below.
4. The exterior of the tanks shall have a brick-look treatment, shown as Option 3 in the plans received September 5, 2025, with a color scheme that is compatible with the exterior colors of the adjacent pump station building and Danforth Plant Science Center building. Should the brick-look option not be feasible to the Missouri American Water Company, the exterior material, colors and texture shall be submitted for staff review and approval.
5. 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.
6. 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.
7. 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.
8. Any transfer of ownership or lease of the property shall include in the transfer or lease agreement a provision that the purchaser or lessee agrees to be bound by the approved

BILL NO. 6188

ORDINANCE NO. _____

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

Section 3: The City Administrator of the City of Creve Coeur is hereby authorized and directed to issue a Conditional Use Permit amendment in accordance with the provisions of this ordinance, said permit to expressly provide for the conditions and stipulations set forth in Ordinance 5649 amended as hereinabove set out in Section 3 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

ATTEST:

KELLIE HENKE, MRCC
CITY CLERK

AN ORDINANCE AUTHORIZING THE ISSUANCE OF A NEW CONDITIONAL USE PERMIT FOR WATER SUPPLY AND IRRIGATION SYSTEMS (NAICS 221310) FOR MISSOURI AMERICAN WATER COMPANY AT 9989 OLD OLIVE STREET ROAD

WHEREAS, the existing Missouri American Water Company facility at 9989 Old Olive Street Road was originally constructed in 1929 and expanded in 1954, and is pre-existing non-conforming; and

WHEREAS, the Missouri-American Water Company, applied for a conditional use permit for the construction of a new pump station to replace the existing aging pump station which maintains water pressure to large portions of St. Louis County; and

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Monday, August 5, 2019, beginning at 6:30 p.m. or immediately following the close of the previous public hearing, on said application for the conditional use permit as provided by Section 405.1070(D)(2); and

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

WHEREAS, the Planning and Zoning Commission reviewed and, by a 6-0 vote, recommended approval of the conditional use permit, subject to the conditions contained herein, at its meeting on August 5, 2019; 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. Will contribute to and promote the community welfare and convenience at the specific location.
2. Will not cause substantial injury to the value of neighboring property.
3. Meets the applicable provisions of the City's Comprehensive Plan and any applicable neighborhood or sector plans and complies with other applicable zoning district regulations and provisions of this Chapter, unless good cause exists for deviation therefrom.
4. Will be compatible with the surrounding area and thus will not impose an excessive burden or have a substantial negative impact on surrounding or adjacent users or on community facilities or services.

NOW, THEREFORE, be it ordained by the City Council of the City of Creve Coeur, 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 water supply and irrigation systems (NAICS 221310) at 9989 Old Olive Street Road, in the "GC" General Commercial zoning district, whose legal description is as follows:
A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION ONE, TOWNSHIP 45 NORTH, RANGE 5 EAST, ST. LOUIS COUNTY, MISSOURI AND BEING PART OF THE DANFORTH PLANT CENTER CONDOMINIUM FIRST AMENDMENT RECORDED IN PLAT

BOOK 359 PAGE 99 OF THE ST. LOUIS COUNTY RECORDER'S OFFICE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERN LINE OF SAID SECTION ONE, AT THE NORTHEAST CORNER OF A TRACT OF LAND NOW OR FORMERLY CONVEYED TO ST. LOUIS COUNTY WATER COMPANY, BY INSTRUMENT RECORDED IN DEED BOOK 744, PAGE 599 OF THE ST. LOUIS COUNTY RECORDER'S OFFICE, SAID POINT IS ALSO THE NORTHWEST CORNER OF THE BIO RESEARCH DEVELOPMENT & GROWTH PARK AT THE DANFORTH PLANT CENTER CONDOMINIUM, FIRST AMENDMENT RECORDED IN PLAT BOOK 359 PAGE 99 OF THE ST. LOUIS COUNTY RECORDER'S OFFICE; THENCE SOUTH 01 DEGREES 19 MINUTES 29 SECONDS WEST, ALONG THE COMMON PROPERTY LINE OF THE PREVIOUSLY STATED OWNERS, A DISTANCE OF 745.67 FEET TO AN OLD STONE; THENCE NORTH 88 DEGREES 40 MINUTES 31 SECONDS WEST, A DISTANCE OF 18.89 FEET TO A POINT; THENCE SOUTH 00 DEGREES 34 MINUTES 16 SECONDS EAST, A DISTANCE OF 61.63 FEET TO A POINT; THENCE SOUTH 89 DEGREES 05 MINUTES 44 SECONDS WEST, A DISTANCE OF 43.48 FEET TO A POINT; THENCE SOUTH 51 DEGREES 03 MINUTES 37 SECONDS WEST, A DISTANCE OF 46.91 FEET TO A POINT; THENCE SOUTH 00 DEGREES 28 MINUTES 11 SECONDS WEST, A DISTANCE OF 9.42 FEET TO A POINT; THENCE NORTH 89 DEGREES 31 MINUTES 49 SECONDS WEST, A DISTANCE OF 83.54 FEET TO A POINT ON THE EASTERN LINE OF A 15 FEET WIDE STRIP OF LAND CONVEYED TO ST. LOUIS COUNTY WATER COMPANY BY INSTRUMENT RECORDED IN DEED BOOK 5848, PAGE 353 OF THE ST. LOUIS COUNTY RECORDS; THENCE SOUTH 01 DEGREE 19 MINUTES 29 SECONDS WEST, ALONG SAID EASTERN LINE, A DISTANCE OF 308.86 FEET TO THE SOUTHWESTERN CORNER OF SAID BIO RESEARCH DEVELOPMENT & GROWTH PARK AT THE DANFORTH PLANT CENTER CONDOMINIUM FIRST AMENDMENT, SAID POINT BEING LOCATED ON THE NORTHERN LINE OF A WIDENING STRIP TO THE STATE OF MISSOURI BY CAUSE#222918 OF THE CIRCUIT COURT OF ST. LOUIS COUNTY, RECORDED IN DEED BOOK 3955, PAGE 431 OF THE ST. LOUIS COUNTY RECORDS; THENCE NORTH 67 DEGREES 26 MINUTES 21 SECONDS WEST, ALONG THE NORTHERN LINE OF SAID WIDENING STRIP, A DISTANCE OF 16.09 FEET TO THE NORTHWEST CORNER OF SAID WIDENING STRIP TO THE STATE OF MISSOURI, SAID POINT ALSO BEING LOCATED ON THE WESTERN LINE OF SAID 15 FEET WIDE STRIP TO ST. LOUIS COUNTY WATER COMPANY; THENCE SOUTH 01 DEGREE 19 MINUTES 29 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF 10.18 FEET TO THE SOUTHWEST CORNER OF SAID 15 FEET WIDE STRIP TO ST. LOUIS COUNTY WATER COMPANY TO THE NORTHERN RIGHT OF WAY LINE OF OLD OLIVE STREET ROAD, 60 FEET WIDE, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO ST. LOUIS COUNTY WATER COMPANY BY INSTRUMENT RECORDED IN DEED BOOK 3955 PAGE 431 OF SAID COUNTY RECORDS; THENCE NORTH 66 DEGREES 51 MINUTES 17 SECONDS WEST, ALONG THE NORTHERN LINE OF SAID OLD OLIVE STREET ROAD, A DISTANCE OF 373.40 FEET TO THE SOUTHWEST CORNER OF THE PREVIOUSLY MENTIONED ST. LOUIS COUNTY WATER COMPANY TRACT; THENCE DEPARTING OLD OLIVE STREET ROAD, NORTH 01 DEGREES 19 MINUTES 40 SECONDS EAST, ALONG THE WESTERN LINE OF SAID ST. LOUIS COUNTY WATER COMPANY TRACT, A DISTANCE OF 1019.84 FEET TO THE NORTHWEST CORNER OF SAID TRACT AND THE NORTH LINE OF SAID SECTION 1 ; THENCE SOUTH 89 DEGREES 09 MINUTES 14 SECONDS EAST, ALONG SAID SECTION LINE AND THE NORTHERN LINE OF SAID ST. LOUIS COUNTY WATER COMPANY TRACT, A DISTANCE OF 541.10 FEET TO THE POINT OF BEGINNING, CONTAINING 529,074 SQUARE FEET OR 12.469 ACRES.

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

1. The Conditional Use Permit shall be for the operation of a Water Supply and Irrigation Systems, NAICS 221310, for the Missouri American Water Company located at 9989 Old Olive Street Road, within the GC-General Commercial District.
2. The Applicant shall submit Grading Plans, showing all exterior improvements, for all new construction to the Division of Planning for review, as required by Section 410.380 of the Subdivision and Land Development Regulations (Subdivision Code). The Grading Plans shall be in substantial conformance with the "Site Plans," and the "Landscape Plans" received July 26, 2019, as bound together and submitted in conjunction with Application #19-027 by the Missouri American Water Company, except as modified below.
3. The Applicant is required to submit a Building Permit application, as required by Article II of the Building Code. Exterior elevations shall be in substantial conformance with the Elevations received July 26, as bound together and submitted in conjunction with Application #19-027 by Missouri American Water Company, except as modified below.
4. Landscape plans shall be revised to provide the street trees along Old Olive Street Road on the outside, street side of the fence, and outside of the easement area, and the fence moved inward to soften the fence line, and provide for additional trees within the parking lot and along the west property line to provide screening of the existing and fence, as well as additional tree to meet with Section 405.540(F)(4) for the Zoning Administrator's approval.
5. Should the St. Louis Economic Development Partnership obtain ownership of the lot between MAWC and Corporate Square Drive, addressed as 10100 Corporate Square Drive, in a timely manner, the MAWC shall relocate the main entrance from Old Olive Street Road to Corporate Square Drive. The existing access drive area shall be removed and restored in furtherance of the Old Olive Street Road Great Street Plan.
6. A 20 foot wide easement along Old Olive Street Road, with an angle up to 30 feet at the southeast corner shall be provided by MAWC for the implementation of the Old Olive Great Street Plan shared use path/greenway connection, per the drawings for the approximate easement locations provided by Christner, and discussed in the Staff Report for Application 19-027 for the City's Attorney review and approval prior to any permits being issued by the City.
7. The proposed fence along Old Olive Street Road shall be a decorative wrought iron style with a maximum height of 8 feet. Such fence shall be carried around northward along the west property line to the main access gate for the transition to the existing chain-link fence. Should the main entrance be relocated to Corporate Square Drive, MAWC will work with the Director of Community Development to determine the appropriate location for the decorative fence to tie into the pre-existing, non-conforming chain link fence.
8. 50% of the costs as agreed to by the City's Public Works Director shall be provided by MAWC for the City to implement the Great Street Plan, with funds deposited prior to issuance of permits. Should the City not proceed with seeking grant funding/or the completion of the plan the funds will either be used to provide for a new sidewalk or returned to the MAWC after a 10 year period.
9. At a future time, when the tanks are to be repainted, MAWC will coordinate with the City regarding paint color and/or decorative treatment to the tanks to facilitate desirable integration into the surrounding 39N development and environment.
10. Vegetation that is totally or predominantly dead and/or disfigured due to disease or injury shall be replaced as needed, and should the street trees be removed, sufficient landscaping shall be provided on the property to be consistent with the Landscape Plan, as required under Section 505.540 Landscaping

11. All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code.
12. All lighting shall be installed to be in conformance with Section 405.680, Lighting, of the Zoning Ordinance.
13. Any mechanical equipment installed for the site shall be properly screened with approved materials.
14. 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.
15. Failure to comply with any one or all of the conditions of this permit shall be adequate cause for the revocation of said permit by the City Council, provided, however, no permit shall be revoked without prior notice to the owner of the intention of the City Council to revoke this permit and reasonable time granted to the owner to correct or remedy any such breach of conditions, except for repeated breaches or violations.
16. No conditional use permit granted by the City Council shall be valid for a period longer than one year from the date it grants the conditional use permit, unless within such period: (1) a building permit is obtained and construction is begun; or (2) if a building permit is not required, an occupancy permit is obtained and the use of the building commenced. The City Council may grant extensions to the one (1) year period of not more than one hundred and eighty (180) days each, without notice or hearing, provided that a written request for such extension is filed by the original applicant and approved by the City Council prior to the date the conditional use permit is scheduled to expire.
17. Any transfer of ownership or lease of the property shall include in the transfer or lease agreement a provision that the purchaser or lessee agrees to be bound by the approved Conditional Use Permit/Site Development Plan for the property and the conditions herein set forth, and written confirmation thereof signed by the new owner or lessee shall be filed with the City at the time of such transfer or lease. Failure to comply with this provision shall not excuse anyone from these conditions.

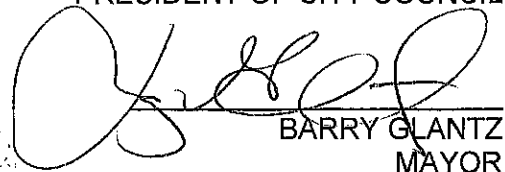
Section 3: The City Administrator of the City of Creve Coeur is hereby authorized and directed to issue a Conditional Use Permit in accordance with the provisions of this ordinance, said permit to expressly provide for the conditions and stipulations hereinabove set out in Section 2 of this ordinance.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

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

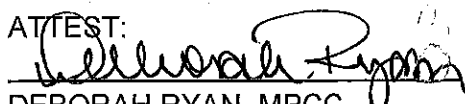
ADOPTED THIS 26th DAY OF August, 2019.


DR. ELLEN LAWRENCE
PRESIDENT OF CITY COUNCIL

APPROVED THIS 26th DAY OF August, 2019.


BARRY GLANTZ
MAYOR

ATTEST:


DEBORAH RYAN, MPCC
CITY CLERK



city
of

CREVE COEUR

PLANNING DIVISION

File # _____

300 North New Ballas Road, Creve Coeur, Missouri 63141

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

PLANNING AND ZONING COMMISSION AGENDA APPLICATION CONDITIONAL USE PERMIT

PLEASE COMPLETE FRONT AND BACK PAGES

Applicant:	Applicant's Representative (if applicable):
Stratmann Tank Replacement	Stratmann Tank Replacement
<i>Name</i>	<i>Name</i>
Suzy Anderson PE	Daniel Ritchason PE
<i>Company (If Applicable)</i>	<i>Company (If Applicable)</i>
Missouri American Water Company	Horner & Shifrin
<i>Address</i>	<i>Address</i>
727 Craig Rd, Creve Coeur, MO 6314	401 S 18th St Ste. 400, St. Louis, MO 63103
<i>Address</i>	<i>Address</i>
Telephone # (866) 430-0820	Telephone # (314) 531-4321
Fax # N/A	Fax # N/A
Email: suzy.anderson@amwater.com	Email: dkritchason@hornersshifrin.com
 _____ <i>Signature</i>	 _____ <i>Applicant's Representative's Signature</i>

Property Information:	Owner's Acknowledgement (if different from applicant):
9989 Old Olive Street Rd	
<i>Address</i>	<i>Name</i>
Creve Coeur, MO 63141	
<i>Address</i>	<i>Company (If Applicable)</i>
Stratmann Tank Replacement	
<i>Development Name (if any)</i>	<i>Address</i>
GC - General Commercial	
<i>Current Zoning</i>	<i>Address</i>
	Telephone # _____
<i>Prior CUP Approvals (if known)</i>	Fax # _____
	Email: _____
	_____ <i>Owner's Signature</i>

Description of Requested Use (attach additional sheets as needed)

General Description of Business: Store and Deliver clean drinking water to the greater St. Louis County area. Existing tanks at end of useful life. Tanks to be replaced with Prestressed concrete tanks in same location.

Gross Floor Area – Existing and Proposed: N/A - no floor plan - Tanks Dia.: ~ 215'

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

Number of Employees at the busiest shift: Remotely operated facility. 2-3 employees to perform maintenance and manual control valves on site.

Hours of Operation: 6 AM - 3:30 PM

Current or Most Recent Use of the Property: Water Storage and Pumping Station

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, September 5, 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

**MISSOURI
AMERICAN WATER**

STRATMANN TANK NO. 2 REPLACEMENT
CITY OF CREVE COEUR
ST. LOUIS COUNTY, MISSOURI
AUGUST 2025



LOCATION MAP

Sheet List Table		
Sheet Number	Sheet Discipline Number	Sheet Description
1	COV	COVER SHEET
2		
3		
4		
5	C1	EXISTING SITE AND DEMOLITION PLAN
6	C2	SITE ACCESS AND STAGING PLAN
7	C3	PROPOSED SITE AND YARD PIPING PLAN
8	C4	PROPOSED SITE GRADING PLAN
9	C5	PROPOSED SITE DRAINAGE PLAN
10	C6	PROPOSED STORMWATER EROSION CONTROL PLAN
11		
12		
13	P2	TANK NO. 2 PROCESS PLANS AND DETAILS
14	P3	TANK NO. 2 PROCESS SECTIONS, DETAILS AND APPURTENANCES
15		
16		
17		
18		
19		
20		
21		
22	E2	TANK NO. 2 ELECTRICAL SITE PLAN

ISSUED FOR
60% OWNER
REVIEW

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An Employee-Owned Company
401 S. 18TH ST., STE 400 ST. LOUIS, MO 63103
(314) 531-4321 • FAX 844-339-2910 • WWW.HORNERSHIFRIN.COM
DISCIPLINE: PROFESSIONAL ENGINEERING
CERTIFICATE OF AUTHORITY: 000159
EXPIRATION DATE: DECEMBER 31, 2026

STRATMANN TANK NO. 2 REPLACEMENT
CITY OF CREVE COEUR
ST. LOUIS COUNTY, MISSOURI

COVER SHEET

NO.	DATE	INIT.	REVISIONS
A	06/17/2025	TJS	30% OWNER REVIEW
B	08/12/2025	TJS	60% OWNER REVIEW

APPROVED

PRELIMINARY
NOT FOR
CONSTRUCTION

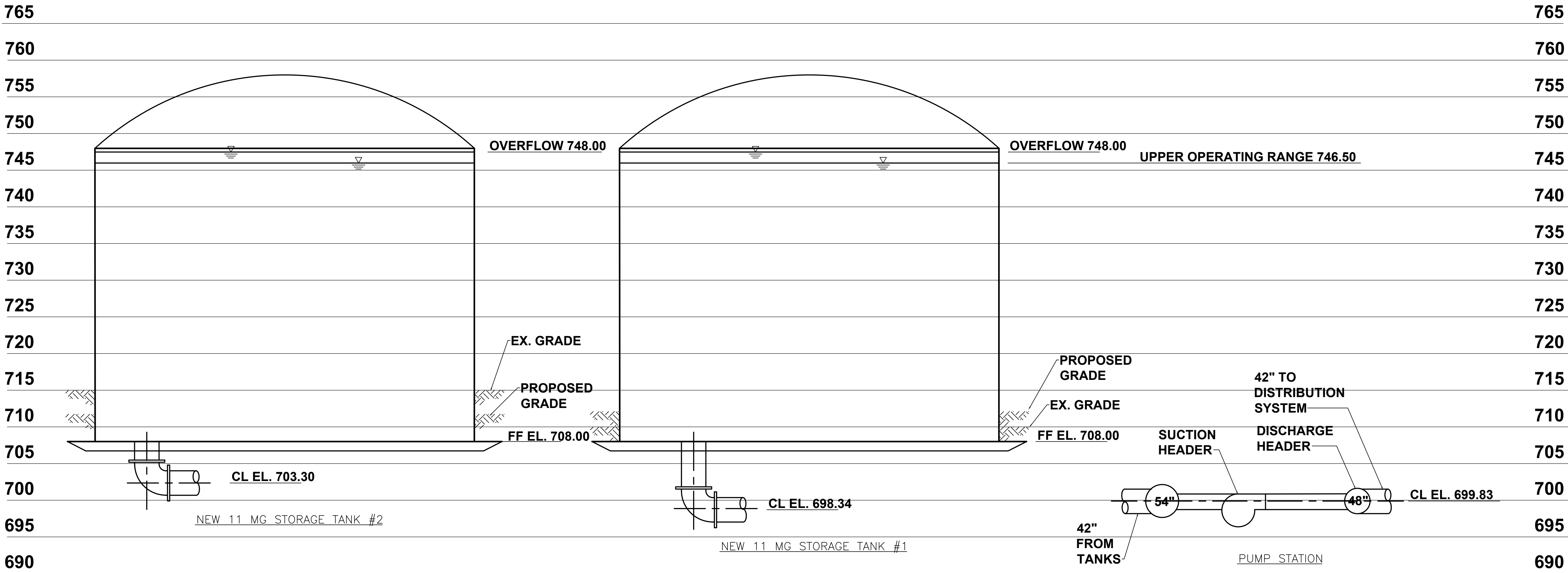
Name: Timothy J. Straszacker
Discipline: Professional Engineer
License No. PE-2014017018
Expiration Date: 12/31/2026



**MISSOURI
AMERICAN WATER**
ENGINEERING DEPARTMENT - 727 CRAIG ROAD, ST. LOUIS MISSOURI 63141

HT#5572
20MSD-00114
20FLPS-00010
BASE MAP: 27T4

ENG. JOB #	233800001	BY	BOV	TJS
MAJOR T.O.	SOWORTO_5435	DRAWN BY	BOV	TJS
DATE	08/12/2025	CHECKED BY	DKR	DKR
		APPROVED BY	COV	COV
		DWG. NO.		
SHEET	1	OF	22	



STRATMANN TANK NO. 2 REPLACEMENT
CITY OF CREVE COEUR
ST. LOUIS COUNTY, MISSOURI

HYDRAULIC PROFILE

NO.	DATE	INIT.	REVISIONS	
			NO.	DESCRIPTION
A	06/17/2025	TJS	30%	OWNER REVIEW
B	08/12/2025	TJS	60%	OWNER REVIEW

APPROVED

PRELIMINARY
NOT FOR
CONSTRUCTION

Name: Timothy J. Straszacker
Discipline: Professional Engineer
License No. PE-2014017018
Expiration Date: 12/31/2026

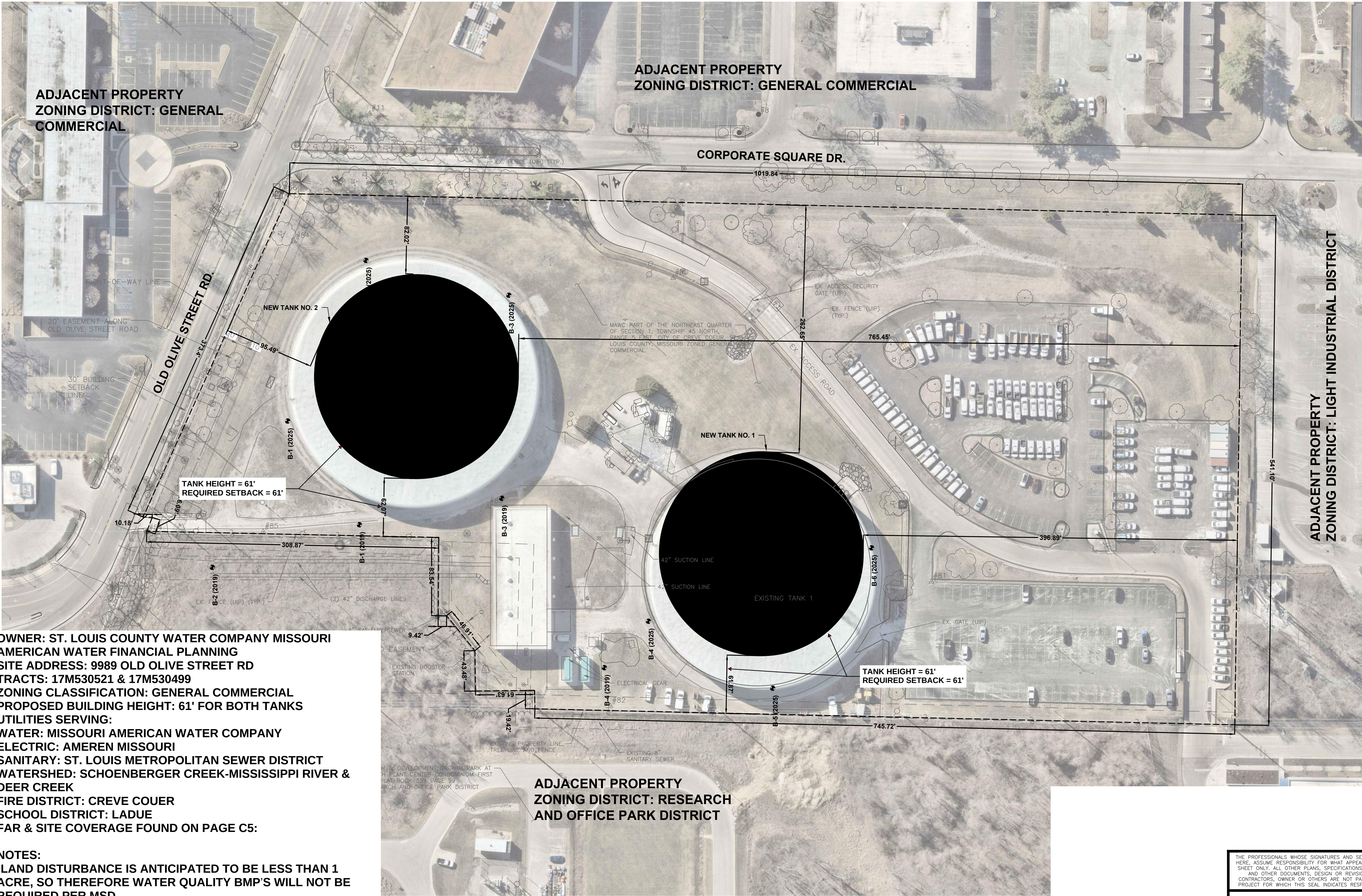
MISSOURI
AMERICAN WATER
ENGINEERING DEPARTMENT - 727 CRAIG ROAD, ST. LOUIS, MISSOURI 63141

HT#5572
20MSD-00114
20FLPS-00010
BASE MAP: 27T4

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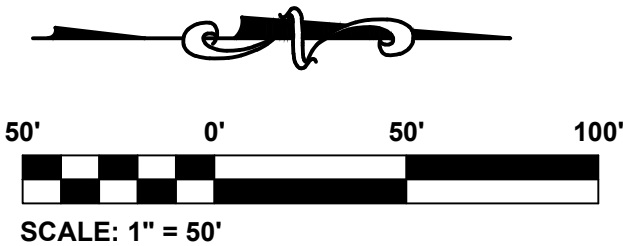
HORNER SHIFRIN
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CERTIFICATE OF AUTHORITY: 000159
EXPIRATION DATE: DECEMBER 31, 2026

ENG. JOB #	233800001	DRAWN BY	DKR	CHECKED BY	TJS	APPROVED BY	DKR	DWG. NO.	G3	SHEET	4	OF	22
MAJOR T.O.	SOWORTO 5435	DATE	08/12/2025										



OWNER: ST. LOUIS COUNTY WATER COMPANY MISSOURI
AMERICAN WATER FINANCIAL PLANNING
SITE ADDRESS: 9989 OLD OLIVE STREET RD
TRACTS: 17M530521 & 17M530499
ZONING CLASSIFICATION: GENERAL COMMERCIAL
PROPOSED BUILDING HEIGHT: 61' FOR BOTH TANKS
UTILITIES SERVING:
WATER: MISSOURI AMERICAN WATER COMPANY
ELECTRIC: AMEREN MISSOURI
SANITARY: ST. LOUIS METROPOLITAN SEWER DISTRICT
WATERSHED: SCHOENBERGER CREEK-MISSISSIPPI RIVER & DEER CREEK
FIRE DISTRICT: CREVE COUER
SCHOOL DISTRICT: LADUE
FAR & SITE COVERAGE FOUND ON PAGE C5:

NOTES:
•LAND DISTURBANCE IS ANTICIPATED TO BE LESS THAN 1 ACRE, SO THEREFORE WATER QUALITY BMP'S WILL NOT BE REQUIRED PER MSD
•NO ADDITIONAL PARKING IS PROPOSED
•NO TRASH ENCLOSURE ON SITE



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CERTIFICATE OF AUTHORITY: 000159
EXPIRATION DATE: DECEMBER 31, 2026

STRATMANN TANK NO. 2 REPLACEMENT
CITY OF CREVE COEUR
ST. LOUIS COUNTY, MISSOURI

DIMENSIONED SITE PLAN - SETBACKS

NO.	DATE	INIT.	REVISIONS	
			TJS	30% OWNER REVIEW
A	06/17/2025	TJS	30% OWNER REVIEW	
B	08/12/2025	TJS	60% OWNER REVIEW	

APPROVED

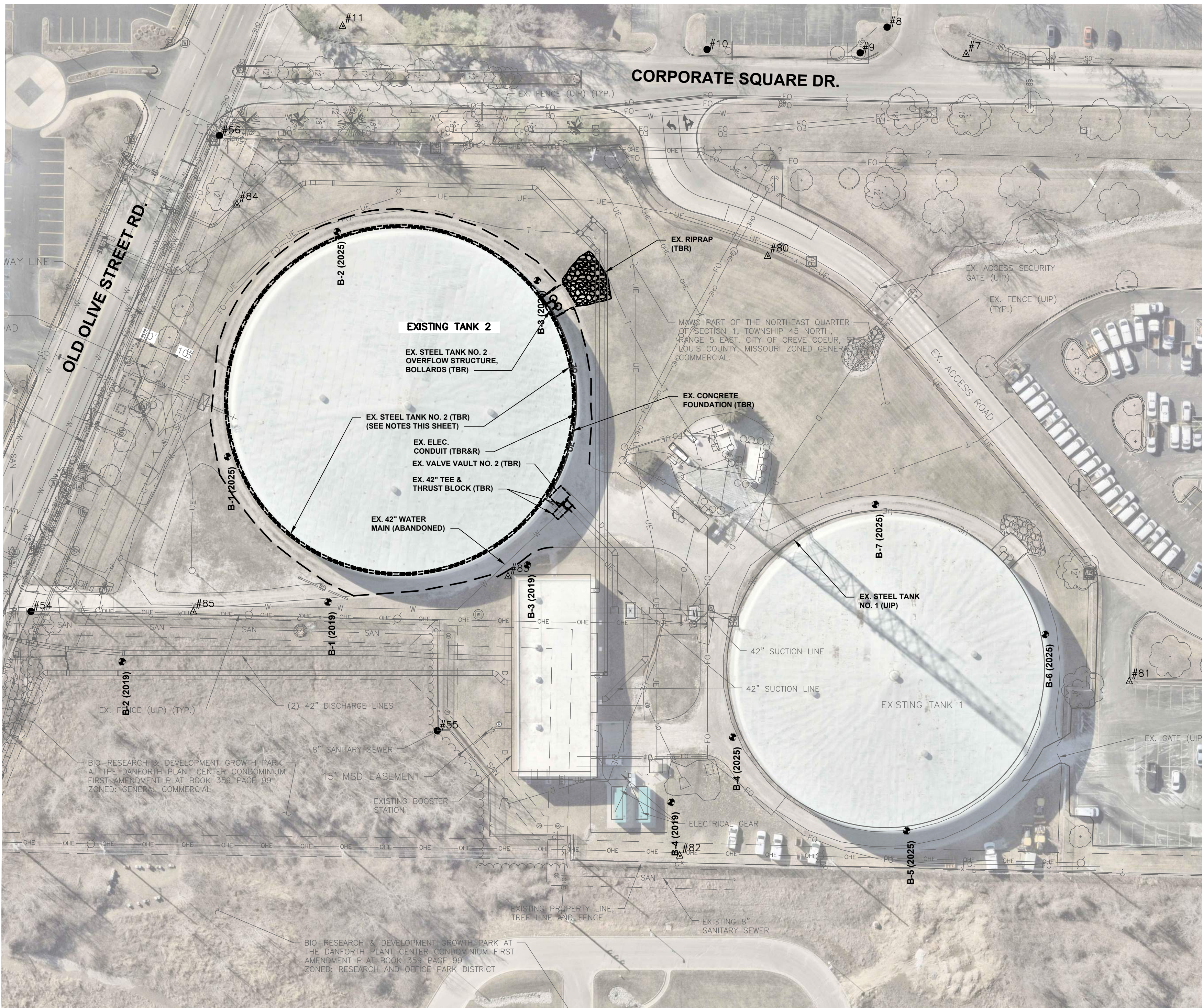
PRELIMINARY
NOT FOR
CONSTRUCTION

Name: Timothy J. Straszacker
Discipline: Professional Engineer
License No. PE-2014017018
Expiration Date: 12/31/2026

**MISSOURI
AMERICAN WATER**
ENGINEERING DEPARTMENT - 727 CRAIG ROAD, ST. LOUIS MISSOURI 63141

HT#5572
20MSD-00114
20FLPS-00010
BASE MAP: 27T4

ENG. JOB #.	233800001	DATE	08/12/2025	DRAWN BY	BDV	CHECKED BY	TJS	APPROVED BY	DKR	DWG. NO.	FIG. 1	SHEET	OF 22
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CONTROL POINT COORDINATE TABLE				
NUMBER	NORTH	EAST	ELEVATION	DESCRIPTION
8	1034852.00	848281.30	695.46	IP Found
9	1034831.55	848300.80	696.62	IP Found
10	1034715.57	848298.25	701.03	IP Found
54	1034203.30	848724.03	711.24	IP Found
55	1034511.20	848814.36	701.26	Rebar w/Cap
56	1034346.20	848363.49	712.53	Rebar w/Cap
80	1034761.58	848454.91	701.07	Traverse
81	1035035.62	848777.21	702.11	Traverse
82	1034694.98	848909.34	701.17	Traverse
83	1034564.91	848697.67	709.05	Traverse
84	1034359.48	848415.94	712.21	Traverse
85	1034326.52	848724.32	711.56	Traverse



TANK NO. 2 VAULT PHOTO NO. 1

SCALE: N.T.S.

- NOTES:
- TANK DEMOLITION INCLUDES FOUNDATION, TANK SHELL, TANK ROOF, COLUMNS, FLOOR, ACCESSORIES, AND OVERFLOW STRUCTURE INCLUDING BOLLARDS, CONCRETE PAD AND RIP RAP.
 - SEE SPECIFICATIONS FOR TANK NO. 2 SHOP DRAWINGS AND INSPECTION REPORT. HISTORICAL DRAWINGS ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT REPRESENT CURRENT CONDITIONS.



TANK NO. 2 PHOTO 1

SCALE: N.T.S.



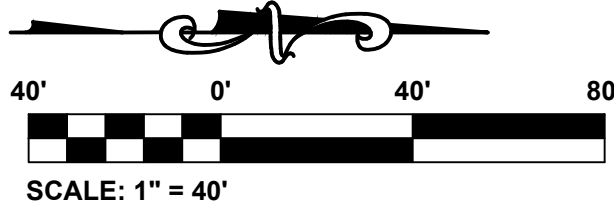
TANK NO. 2 PHOTO 2

SCALE: N.T.S.



TANK NO. 2 PHOTO 3

SCALE: N.T.S.



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EXPIRATION DATE: DECEMBER 31, 2026

STRATMANN TANK NO. 2 REPLACEMENT
CITY OF CREVE COEUR
ST. LOUIS COUNTY, MISSOURI

EXISTING SITE AND DEMOLITION PLAN

NO.	DATE	INIT.	REVISIONS
A	06/17/2025	TJS	30% OWNER REVIEW
B	08/12/2025	TJS	60% OWNER REVIEW

APPROVED

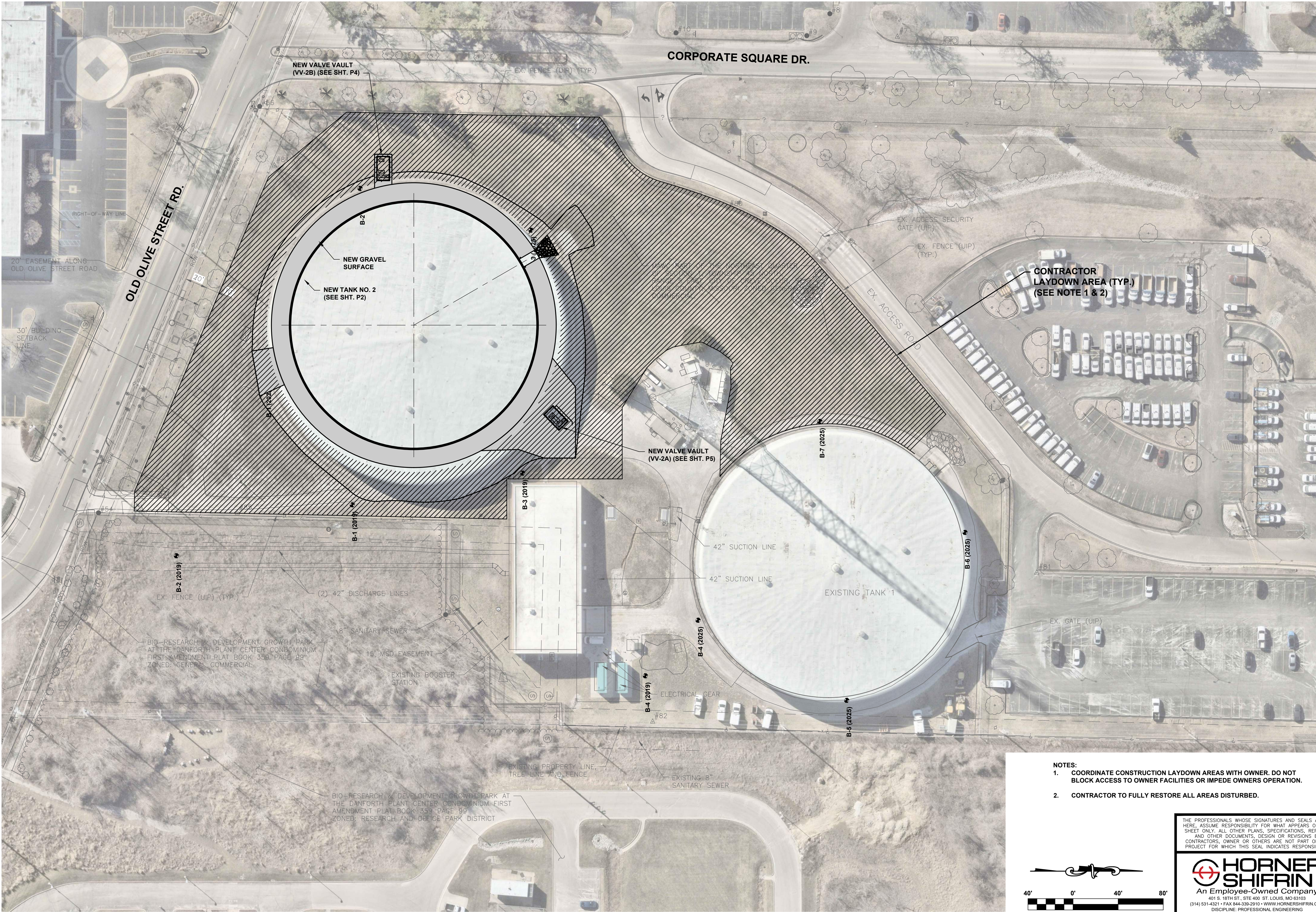
PRELIMINARY
NOT FOR
CONSTRUCTION

Name: Timothy J. Straszacker
Discipline: Professional Engineer
License No. PE-2014017018
Expiration Date: 12/31/2026

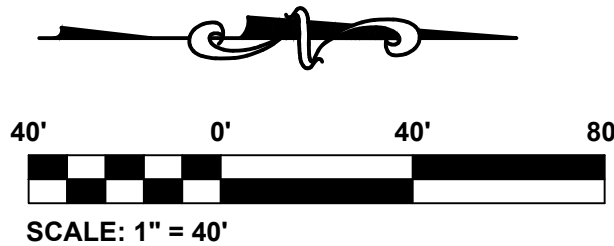
MISSOURI
AMERICAN WATER
ENGINEERING DEPARTMENT - 727 CRAIG ROAD, ST. LOUIS MISSOURI 63141

HT#5572
20MSD-00114
20FLPS-00010
BASE MAP: 27T4

ENG. JOB #	23300001	DATE	08/12/2025	DRAWN BY	BOV	CHECKED BY	TJS	APPROVED BY	DKR	DWG. NO.	C1	SHEET	5	OF	22
MAINT. TO	SOWORTO 5435	DATE	08/12/2025	DRAWN BY	BOV	CHECKED BY	TJS	APPROVED BY	DKR	DWG. NO.	C1	SHEET	5	OF	22



- NOTES:
- COORDINATE CONSTRUCTION LAYDOWN AREAS WITH OWNER. DO NOT BLOCK ACCESS TO OWNER FACILITIES OR IMPEDE OWNERS OPERATION.
 - CONTRACTOR TO FULLY RESTORE ALL AREAS DISTURBED.



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EXPIRATION DATE: DECEMBER 31, 2026

ENG. JOB #	233800001	DATE	08/12/2025	DRAWN BY	BDV	CHECKED BY	TJS	APPROVED BY	DKR	DWG. NO.	C2	SHEET	6	OF	22
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HT#5572
20MSD-00114
20FLPS-00010
BASE MAP: 27T4



MISSOURI
AMERICAN WATER

ENGINEERING DEPARTMENT - 727 CRAIG ROAD, ST. LOUIS MISSOURI 63141

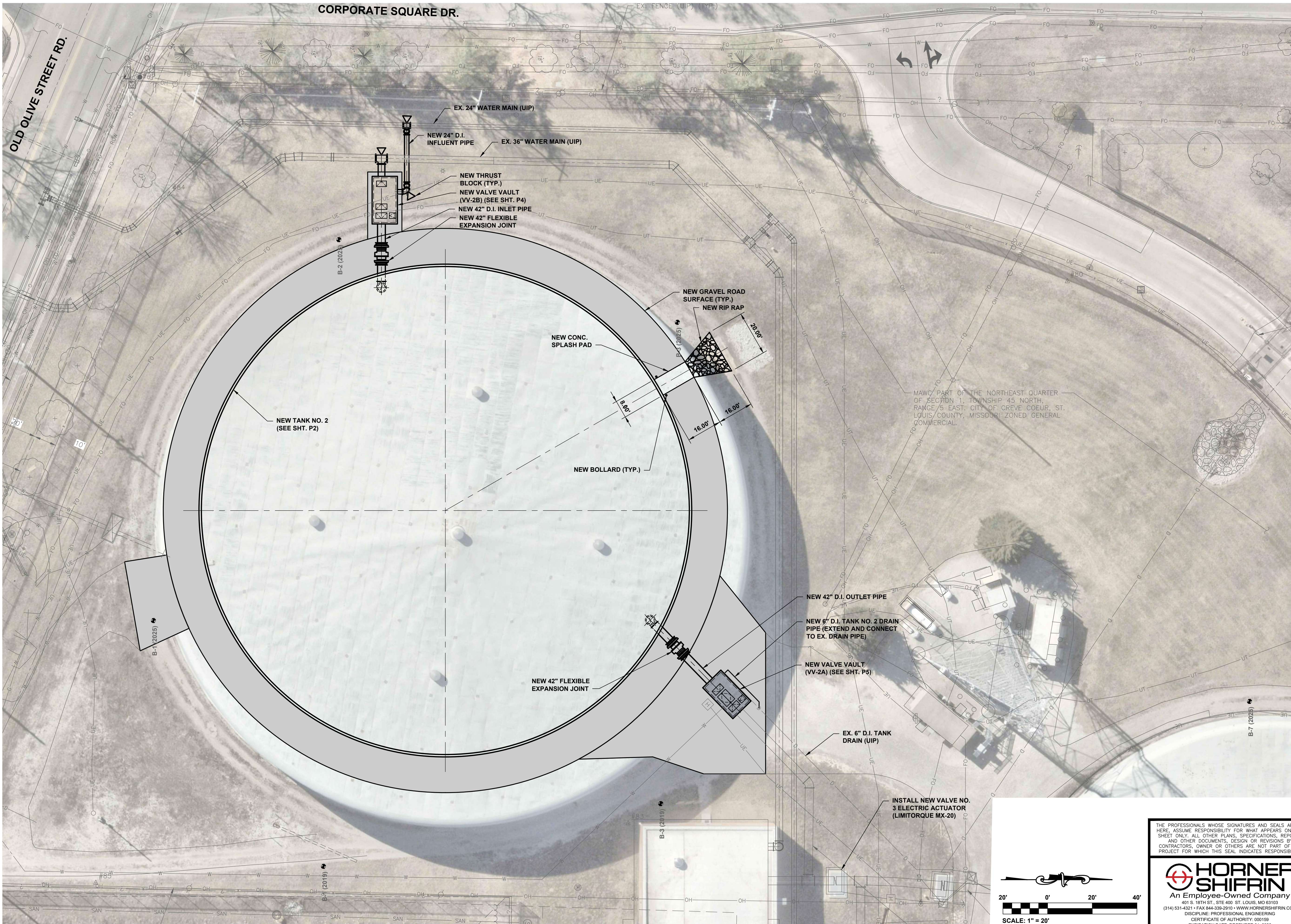
PRELIMINARY
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Name: Timothy J. Straszacker
Discipline: Professional Engineer
License No. PE-2014017018
Expiration Date: 12/31/2026

NO.	DATE	INIT.	REVISIONS
A	06/17/2025	TJS	30% OWNER REVIEW
B	08/12/2025	TJS	60% OWNER REVIEW

STRATMANN TANK NO. 2 REPLACEMENT
CITY OF CREVE COEUR
ST. LOUIS COUNTY, MISSOURI

SITE ACCESS AND STAGING PLAN



STRATMANN TANK NO. 2 REPLACEMENT
CITY OF CREVE COEUR
ST. LOUIS COUNTY, MISSOURI

PROPOSED SITE AND YARD PIPING PLAN

NO.	DATE	INIT.	REVISIONS
A	06/17/2025	TJS	30% OWNER REVIEW
B	08/12/2025	TJS	60% OWNER REVIEW

APPROVED

PRELIMINARY
NOT FOR
CONSTRUCTION

Name: Timothy J. Straszacker
Discipline: Professional Engineer
License No. PE-2014017018
Expiration Date: 12/31/2026

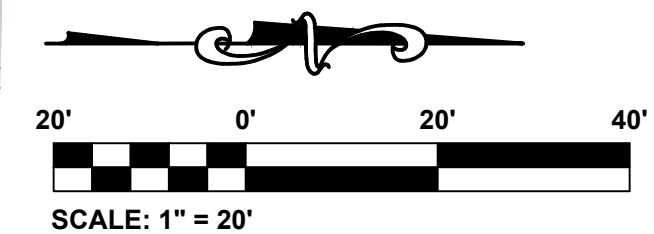
MISSOURI
AMERICAN WATER
ENGINEERING DEPARTMENT - 727 CRAIG ROAD, ST. LOUIS MISSOURI 63141

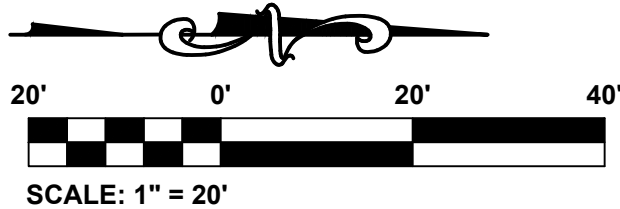
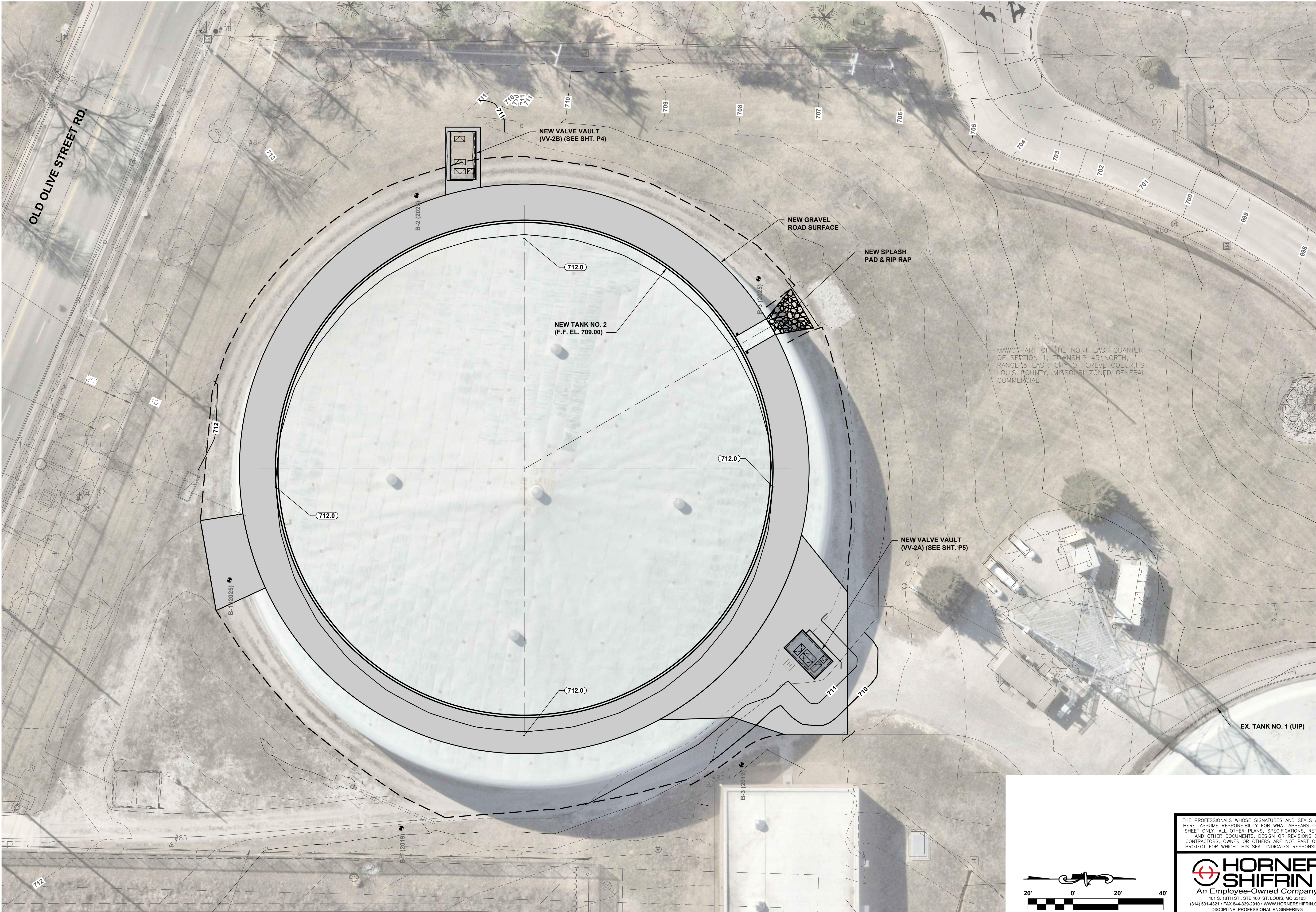
HT#5572
20MSD-00114
20FLPS-00010
BASE MAP: 27T4

ENG. JOB #	233800001	DATE	08/12/2025	DRAWN BY	BOV	CHECKED BY	TJS	APPROVED BY	DKR	DWG. NO.	C3	SHEET	7	OF	22
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CERTIFICATE OF AUTHORITY: 000159
EXPIRATION DATE: DECEMBER 31, 2026

ENG. JOB #	233800001	BOY	TJS	C4	22
MAWC T.O.	SOWORTO 5435	DATE	08/12/2025	APPROVED BY	DKR
DRAWN BY	BOY	CHECKED BY	TJS	DWG. NO.	C4
SHEET	8	OF	22		

HT#5572
20MSD-00114
20FLPS-00010
BASE MAP: 27T4



ENGINEERING DEPARTMENT - 727 CRAIG ROAD, ST. LOUIS MISSOURI 63141

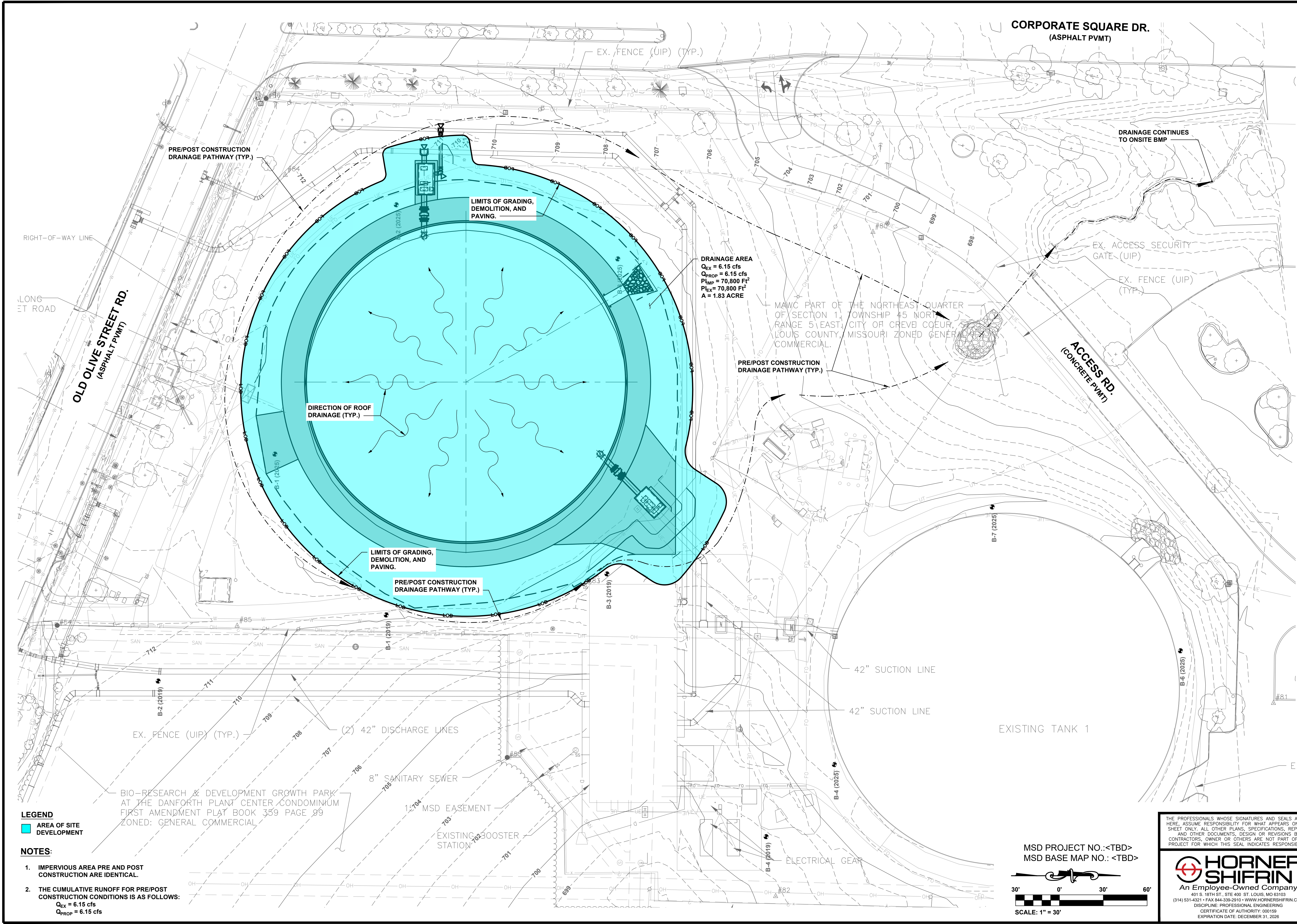
Name: Timothy J. Straszacker
Discipline: Professional Engineer
License No. PE-2014017018
Expiration Date: 12/31/2026

PRELIMINARY
NOT FOR
CONSTRUCTION

NO.	DATE	INIT.	REVISIONS
A	06/17/2025	TJS	30% OWNER REVIEW
B	08/12/2025	TJS	60% OWNER REVIEW

STRATMANN TANK NO. 2 REPLACEMENT
CITY OF CREVE COEUR
ST. LOUIS COUNTY, MISSOURI

PROPOSED SITE GRADING PLAN



STRATMANN TANK NO. 2 REPLACEMENT
CITY OF CREVE COEUR
ST. LOUIS COUNTY, MISSOURI

PROPOSED SITE DRAINAGE AND CONCEPT
STORMWATER PLAN

NO.	DATE	INIT.	REVISIONS
A	06/17/2025	TJS	30% OWNER REVIEW
B	08/12/2025	TJS	60% OWNER REVIEW

APPROVED

PRELIMINARY
NOT FOR
CONSTRUCTION

Name: Timothy J. Straszacker
Discipline: Professional Engineer
License No. PE-2014017018
Expiration Date: 12/31/2026

MISSOURI
AMERICAN WATER
ENGINEERING DEPARTMENT - 727 CRAIG ROAD, ST. LOUIS MISSOURI 63141

HT#5572
20MSD-00114
20FLPS-00010
BASE MAP: 27T4

ENG. JOB #	233800001	DATE	08/12/2025	DRAWN BY	BOY	CHECKED BY	TJS	APPROVED BY	DKR	DWG. NO.	C5	SHEET	9	OF	22
------------	-----------	------	------------	----------	-----	------------	-----	-------------	-----	----------	----	-------	---	----	----



NOTE: THESE DRAWINGS ARE NOT A REPRESENTATION OF THE PROPOSED PROJECT DIMENSIONS. ONLY TO SERVE AS A SUGGESTED EXTERIOR FINISH FOR THE TANK. AESTHETIC PURPOSES ONLY.

DECORATIVE COATINGS

For Pre-stressed Concrete Tanks

The Euclid Chemical Company manufactures industrial and decorative coatings in a wide range of aesthetically pleasing colors. Colors are classified as **Standard** and **Custom**. Consult the product Technical Data Sheet or call Customer Service at 1-800-321-7628 for additional information.

The **Standard Colors** shown are the most popular and most appropriate for pre-stressed concrete tanks. Accent colors for architectural treatments are available upon request.

Custom Colors are matched to a color sample provided by the customer. A minimum order of 50 gallons is required. Up charges will be established on an order by order basis with manufacturing overages of up to 5% being billed.

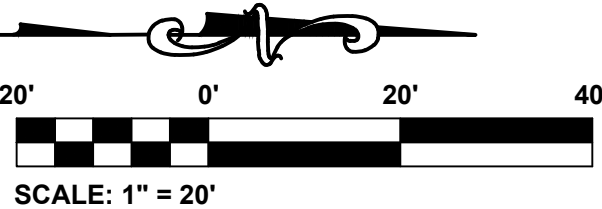


The color chips shown are simulated. Each has been color matched as closely as possible to production standards. Variations in final shades will occur due to surface absorption, light reflection, substrate texture, and coating thickness. Euclid Chemical always recommends a test panel be reviewed to ensure desired aesthetic intent is achieved. Two coats are recommended on all colored products to achieve full color depth.



OPTION 1: BASE FINISH

At a minimum, the exterior of the tank will be of a neutral color that will be the lowest operational and construction cost option. This option includes little to no additional maintenance or re-coating costs. see the attached Tamms Color Chart for available options that would be selected during the final design phase of the project if this option were to be pursued. The City prefers utilizing either Alpine, White, or Pearl. We would work with the City of Creve Coeur to finalize a color from the chart that would satisfy the Planning and Zoning Committee.



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STRATMANN TANK NO. 2 REPLACEMENT
CITY OF CREVE COEUR
ST. LOUIS COUNTY, MISSOURI

PROPOSED EXTERIOR
TANK FINISHES

NO.	DATE	INIT.	REVISIONS	
			TJS	30% OWNER REVIEW
A	06/17/2025	TJS		
B	08/12/2025	TJS		

APPROVED

Name: Timothy J. Straszacker
Discipline: Professional Engineer
License No. PE-2014017018
Expiration Date: 12/31/2026

MISSOURI AMERICAN WATER
ENGINEERING DEPARTMENT - 727 CRAIG ROAD, ST. LOUIS MISSOURI 63141

HT#5572
20MSD-00114
20FLPS-00010
BASE MAP: 27T4

ENG. JOB #.	233800001	DRAWN BY	BOV	TJS	DKR	C6
MAWC T.O.	SOWORTO 5435					
DATE	08/12/2025	CHECKED BY				
APPROVED BY						
DWG. NO.						
SHEET	10	OF	22			



OPTION 2: COLORED EXTERIOR FINISH

One option being pursued is an exterior finish to match the coloring of the surround buildings in the area such as the Danforth Plant Science Center and the Pump Station on site. This method can be achieved in a multitude of ways such as dying the concrete or providing exterior coating. The tank manufacturers suggested using EFIS coating as they provide less maintenance and hold their color longer than a traditional stucco coating. An EIFS (Exterior Insulation and Finish System) coating refers to the acrylic-based finish coat of an EIFS, a multi-layered exterior cladding system that provides aesthetic finishes, insulation, and weather protection for buildings. The finish coat, made from polymers and mineral aggregates, gives the EIFS its final look while also providing waterproofing and a durable, flexible surface that resists cracking and helps manage moisture. This option does have the downside of maintenance and possible re-coating in the future as the tank manufacturers suggest that these types of finishes do fade over time.

NOTE: THESE DRAWINGS ARE NOT A REPRESENTATION OF THE PROPOSED PROJECT DIMENSIONS. ONLY TO SERVE AS A SUGGESTED EXTERIOR FINISH FOR THE TANK. AESTHETIC PURPOSES ONLY.

OPTION 3: BRICK/MASONRY FACADE

Option 3 is the highest cost option that would have the exterior of the tank match the brick/masonry facade of the buildings in the surrounding area. This method is costly but can be achieved by either customizing the concrete forms or adding an extra layer of shot-crete and adding customizations during the curing period. While this is the highest cost option, it is also the preferred finish as suggested by the City of Creve Coeur. Like option 2, this option does have the downside of maintenance and possible re-coating in the future as the tank manufacturers suggest that these types of finishes do fade over time.



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STRATMANN TANK NO. 2 REPLACEMENT

CITY OF CREVE COEUR

ST. LOUIS COUNTY, MISSOURI

PROPOSED EXTERIOR TANK FINISHES

NO.	DATE	INIT.	REVISIONS	
			TJS	30% OWNER REVIEW
A	06/17/2025	TJS		
B	08/12/2025	TJS		

APPROVED

PRELIMINARY

NOT FOR CONSTRUCTION

Name: Timothy J. Straszacker

Discipline: Professional Engineer

License No. PE-2014017018

Expiration Date: 12/31/2026



MISSOURI

AMERICAN WATER

ENGINEERING DEPARTMENT - 727 CRAIG ROAD, ST. LOUIS MISSOURI 63141

HT#5572

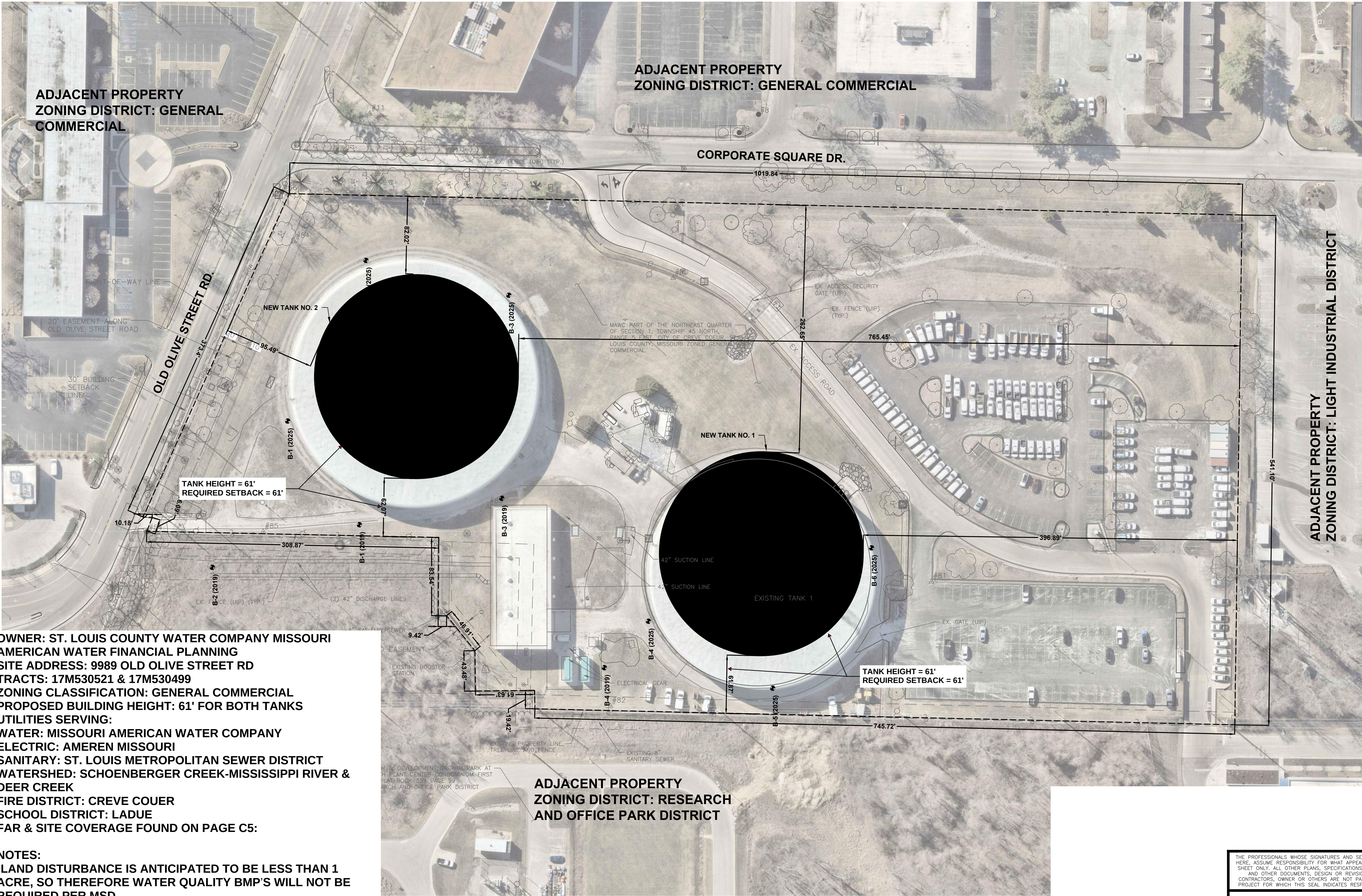
20MSD-00114

20FLPS-00010

BASE MAP: 27T4

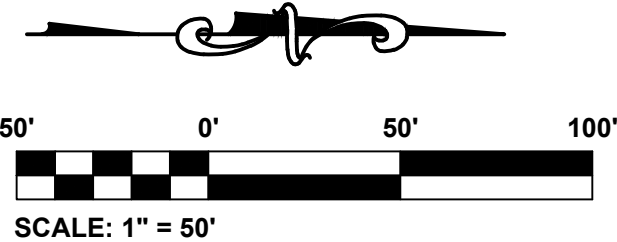
ENG. JOB #	233800001	DRAWN BY	BDV	CHECKED BY	TJS	APPROVED BY	DKR	DWG. NO.	C7	SHEET	10	OF	22
MAINT. TO	SOWORTO_5435	DATE	08/12/2025										

Page 224 of 710



OWNER: ST. LOUIS COUNTY WATER COMPANY MISSOURI
AMERICAN WATER FINANCIAL PLANNING
SITE ADDRESS: 9989 OLD OLIVE STREET RD
TRACTS: 17M530521 & 17M530499
ZONING CLASSIFICATION: GENERAL COMMERCIAL
PROPOSED BUILDING HEIGHT: 61' FOR BOTH TANKS
UTILITIES SERVING:
WATER: MISSOURI AMERICAN WATER COMPANY
ELECTRIC: AMEREN MISSOURI
SANITARY: ST. LOUIS METROPOLITAN SEWER DISTRICT
WATERSHED: SCHOENBERGER CREEK-MISSISSIPPI RIVER & DEER CREEK
FIRE DISTRICT: CREVE COUER
SCHOOL DISTRICT: LADUE
FAR & SITE COVERAGE FOUND ON PAGE C5:

NOTES:
•LAND DISTURBANCE IS ANTICIPATED TO BE LESS THAN 1 ACRE, SO THEREFORE WATER QUALITY BMP'S WILL NOT BE REQUIRED PER MSD
•NO ADDITIONAL PARKING IS PROPOSED
•NO TRASH ENCLOSURE ON SITE



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(314) 531-4321 • FAX 844-339-2910 • WWW.HORNERSHIFRIN.COM
DISCIPLINE: PROFESSIONAL ENGINEERING
CERTIFICATE OF AUTHORITY: 000159
EXPIRATION DATE: DECEMBER 31, 2026

ENG. JOB #.	233800001	DATE	08/12/2025	DRAWN BY	BDV	CHECKED BY	TJS	APPROVED BY	DKR	DWG. NO.	FIG. 1	SHEET	OF 22
MAWC T.O.	SOWORIO 5435												

HT#5572
20MSD-00114
20FLPS-00010
BASE MAP: 27T4



MISSOURI
AMERICAN WATER

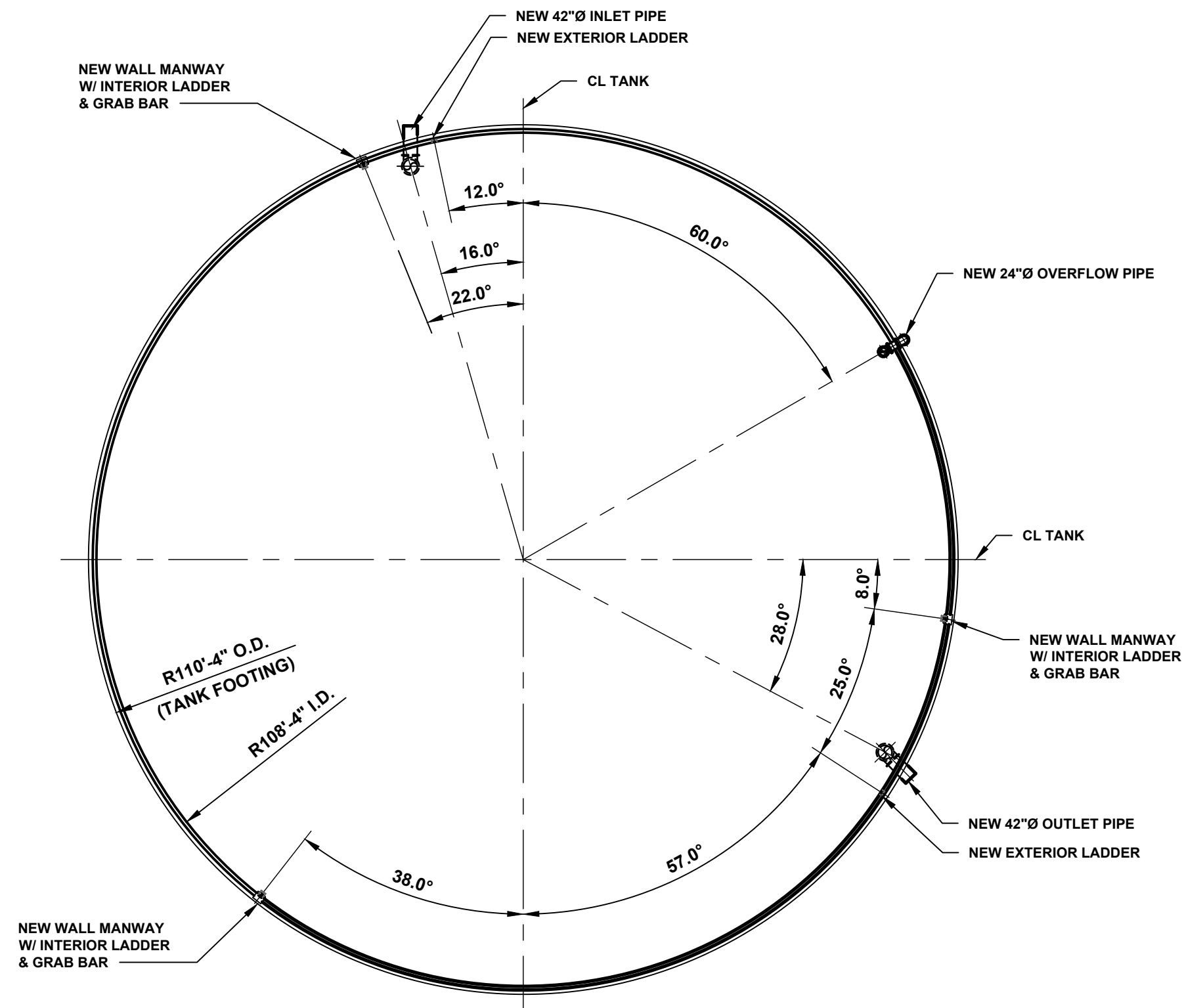
ENGINEERING DEPARTMENT - 727 CRAIG ROAD, ST. LOUIS MISSOURI 63141

Name: Timothy J. Straszacker
Discipline: Professional Engineer
License No. PE-2014017018
Expiration Date: 12/31/2026

APPROVED
PRELIMINARY
NOT FOR
CONSTRUCTION

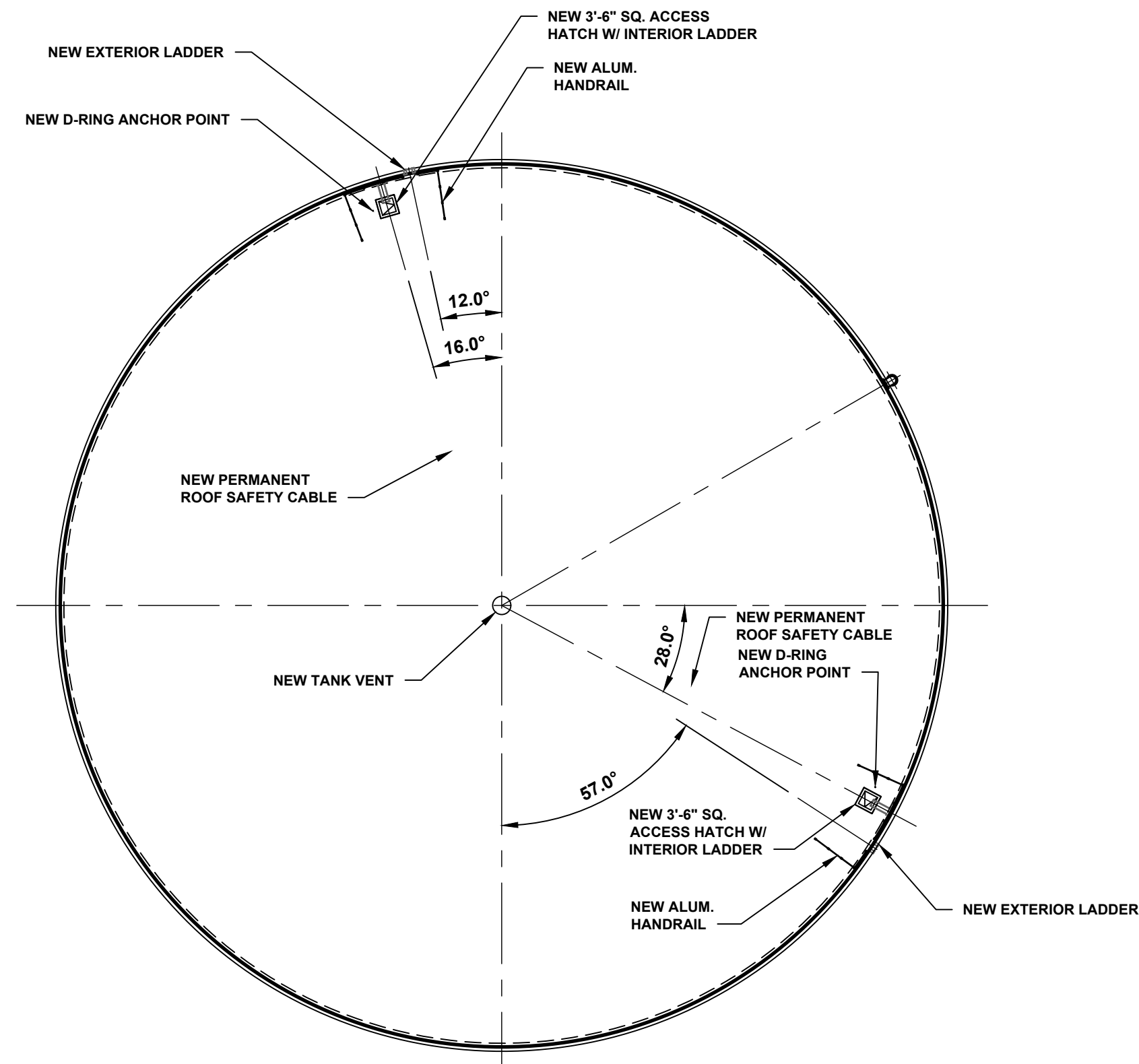
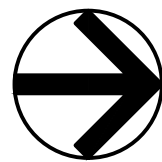
NO.	DATE	INIT.	REVISIONS
A	06/17/2025	TJS	30% OWNER REVIEW
B	08/12/2025	TJS	60% OWNER REVIEW

STRATMANN TANK NO. 2 REPLACEMENT
CITY OF CREVE COEUR
ST. LOUIS COUNTY, MISSOURI
DIMENSIONED SITE PLAN - SETBACKS



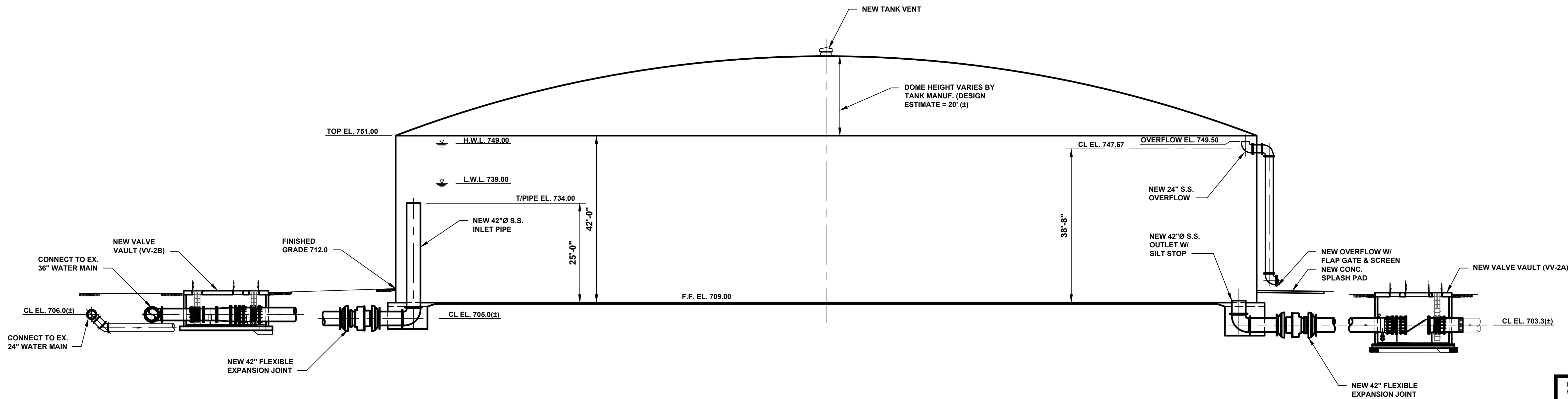
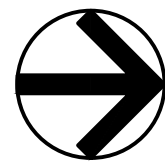
TANK NO. 2 FLOOR PLAN

SCALE: 1/32"=1'-0"



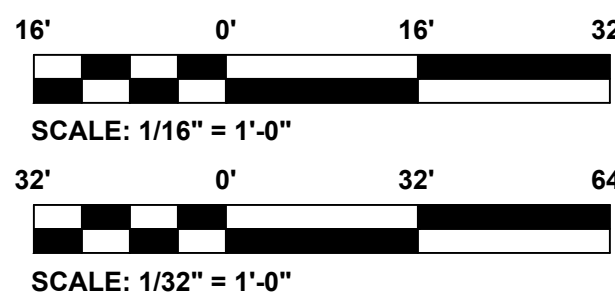
TANK NO. 2 ROOF PLAN

SCALE: 1/32"=1'-0"



TANK NO. 2 SECTIONAL VIEW

SCALE: 1/16"=1'-0"



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CERTIFICATE OF AUTHORITY: 000159
EXPIRATION DATE: DECEMBER 31, 2026

STRATMANN TANK NO. 2 REPLACEMENT
CITY OF CREVE COEUR
ST. LOUIS COUNTY, MISSOURI

TANK NO. 2 PROCESS PLANS AND DETAILS

NO.	DATE	INIT.	REVISIONS
A	06/17/2025	TJS	30% OWNER REVIEW
B	08/12/2025	TJS	60% OWNER REVIEW

APPROVED

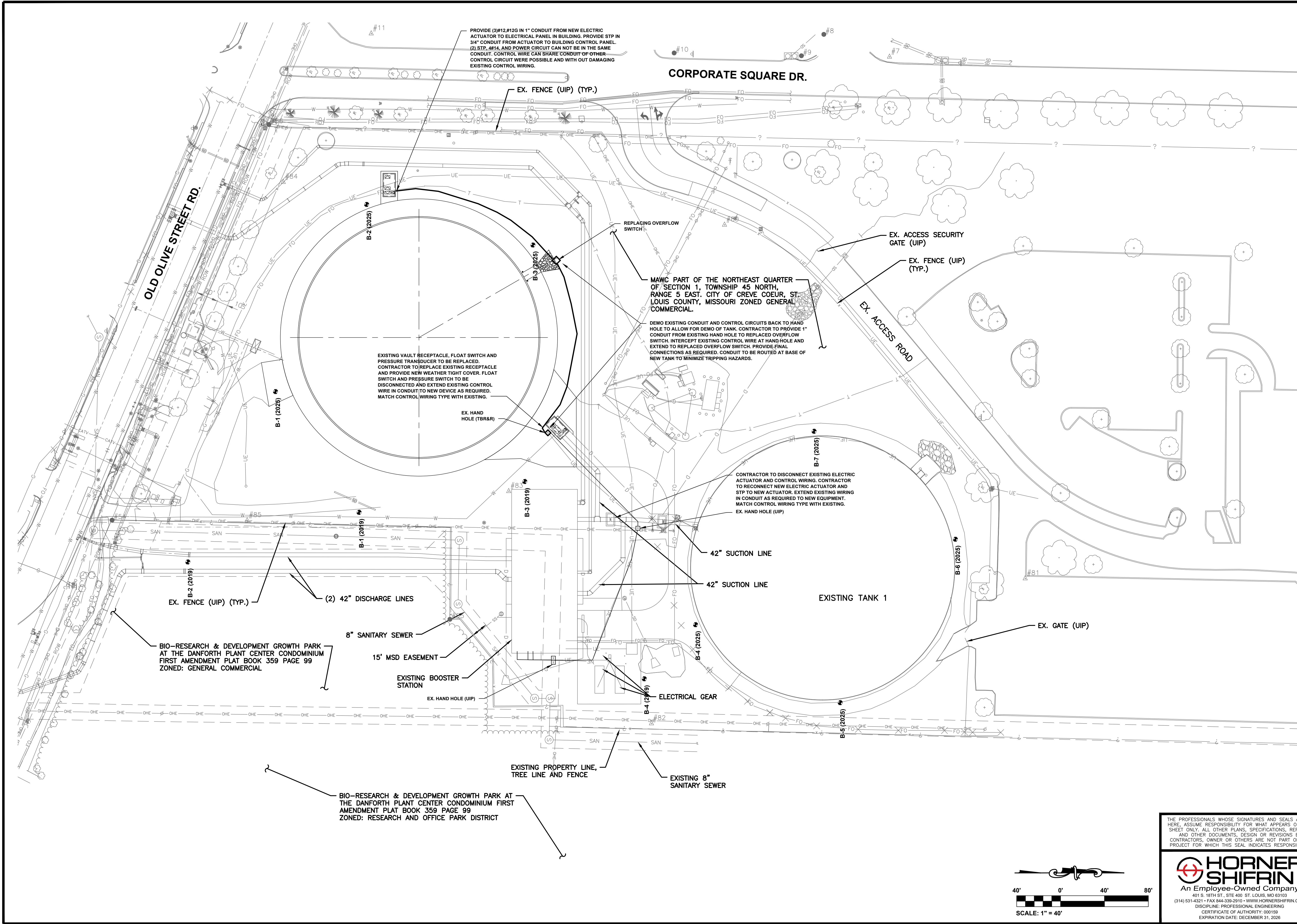
PRELIMINARY
NOT FOR
CONSTRUCTION

Name: Timothy J. Straszacker
Discipline: Professional Engineer
License No. PE-2014017018
Expiration Date: 12/31/2026

MISSOURI
AMERICAN WATER
ENGINEERING DEPARTMENT - 727 CRAIG ROAD, ST. LOUIS MISSOURI 63141

HT#5572
20MSD-00114
20FLPS-00010
BASE MAP: 27T4

ENG. JOB #	233800001	DATE	08/12/2025	DRAWN BY	BOV	CHECKED BY	TJS	APPROVED BY	DKR	DWG. NO.	P2	SHEET	13	OF	22
MAINT. TO	SOWORTO_5435	DATE	08/12/2025	DRAWN BY	BOV	CHECKED BY	TJS	APPROVED BY	DKR	DWG. NO.	P2	SHEET	13	OF	22



STRATMANN TANK NO. 2 REPLACEMENT
CITY OF CREVE COEUR
ST. LOUIS COUNTY, MISSOURI

TANK NO. 2 ELECTRICAL SITE PLAN

NO.	DATE	INIT.	REVISIONS	
			TJS	30% OWNER REVIEW
A	06/17/2025	TJS		30% OWNER REVIEW
B	08/12/2025	TJS		60% OWNER REVIEW

APPROVED

PRELIMINARY
NOT FOR
CONSTRUCTION

Name: Todd L. Kuno

Discipline: Professional Engineer

License No. 2015017018

Expiration Date: 12/31/2025

MISSOURI
AMERICAN WATER

ENGINEERING DEPARTMENT - 727 CRAIG ROAD, ST. LOUIS MISSOURI 63141

HT#5572

20MSD-00114

20FLPS-00010

BASE MAP: 27T4

ENG. JOB #	233800001	DRAWN BY	DFP	CHECKED BY	TLK	APPROVED BY	TLK	DWG. NO.	E2	SHEET	22	OF	22
MAWC T.O.	SOWOR TO 5435	DATE	08/12/2025										

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DISCIPLINE: PROFESSIONAL ENGINEERING
CERTIFICATE OF AUTHORITY: 000159
EXPIRATION DATE: DECEMBER 31, 2026

SCALE: 1" = 40'



MISSOURI
AMERICAN WATER

STRATMANN TANK REPLACEMENT - RATIONALE

TO: CREVE COEUR PLANNING AND ZONING COMMISSION
FROM: Daniel Ritchason, P.E., on behalf of Missouri American Water (Suzy Anderson P.E.)
SUBJECT: Stratmann Tank Replacement Project
DATE: 8/15/2025

To whom it may concern,

We are writing this memorandum for your consideration for the approval of the Stratmann Tanks Replacement project. The proposed project is a replacement of two Steel Water Tanks that are reaching the end of their useful life. The proposed project will demolish the existing tanks and replace them with newly constructed Prestressed Concrete Tanks to minimize operational and maintenance costs, while extending the useful life of the tanks for an anticipated 50+ years. Operationally, the tanks will perform the same service to Missouri American Water, which is to provide clean drinking water to the greater St. Louis County area. Construction is anticipated to begin in February 2026 and have the tank operational by the end of the year 2026. We have worked closely with the Creve Coeur Planning and Zoning commission as well as the agricultural development company 39 North to propose an exterior finish to the tank that aesthetically mirrors the surrounding development in the area such as the Danforth Plant Science Center, as well as the newly constructed pump station on the Missouri American Water Tank Site. Originally we had discussed adding an architectural finish as well as a logo to the tank, but due to the nature of concrete tanks this requires an added effort and materials that render the project unfeasible financially. After many discussions it was decided that the proposed tank will have an exterior colored finish to match the surrounding infrastructure. Renderings of the proposed tank exterior can be found on the following page. While these are not a final design submittal, it is to be used as a design guideline for the tank manufacturers when constructing the new prestressed concrete tanks. We hope this rationale is suitable for your approval and we look forward to hearing the result of the application.



Option 1: Exterior Coating



Option 2: Brick Façade





Bethany Moore <bmoore@crevecoeurmo.gov>

American Water Stratmann Project

Suzy Anderson <Suzy.Anderson@amwater.com>

Tue, Sep 2, 2025 at 1:14 PM

To: "jjaggi@crevecoeurmo.gov" <jjaggi@crevecoeurmo.gov>, "bmoore@crevecoeurmo.gov" <bmoore@crevecoeurmo.gov>

Cc: Danny Ritchason <dkritchason@hornershifrin.com>

Good afternoon,

This is my acknowledgement and authorization for Horner and Shifrin to prepare and apply for the CUP as our Owner's representative for the Stratmann Tank Replacement project at [9989 Old Olive Street Road](#).

Thanks,

Suzy

Suzy Anderson, P.E.

Engineering Manager, Asset Planning

Missouri American Water Company

Suzy.Anderson@amwater.com

314-996-2233 Office

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**APPLICATION TO PLANNING AND ZONING COMMISSION
#25-021: TEXT AMENDMENT TO THE ZONING ORDINANCE AFFECTING
EXTERIOR LIGHTING REQUIREMENTS AS REGULATED IN SECTION
405.680**

FOR THE MEETING OF: Tuesday, September 2, 2025, 6:00 P.M.

REQUEST: Jason Jaggi, Director of Community Development, City of Creve Coeur, has submitted a text amendment application to the Zoning Ordinance section that regulates exterior lighting as provided in Section 405.680. The proposed amendments would require all new and replacement exterior lighting, with the exception of properties used as Single-Family Dwellings, not to exceed a Correlated Color Temperature of 3,000 degrees Kelvin. The unit of measurement for color temperature is expressed as degrees of Kelvin. The lower the Kelvin rating, the warmer or softer the light color. Higher ratings result in brighter, blue colors. Also, proposed as part of this amendment are various minor clarifications to Section 405.680. Text amendments require approval from the City Council based upon a recommendation from the Planning and Zoning Commission.

ADDITIONAL INFORMATION: Text Amendments to the Zoning Ordinance require a public hearing and review by the Planning and Zoning Commission with final approval by the City Council.

APPLICANT: Jason Jaggi
Director of Community Development
300 North New Ballas Road
Creve Coeur, MO 63141

REPORT PREPARED BY: Jason W. Jaggi, AICP, Director of Community Development

DATE: August 28, 2025

ATTACHMENTS: Draft Ordinance, Prior Discussion Item Staff Memos

Key Issues:

- Are the changes consistent with the purposes of the Zoning Code?
- Are the changes consistent with the objectives and strategies of the Comprehensive Plan?

Zoning Code References

- Section 405.680: Lighting

BACKGROUND AND REQUEST

The City's zoning code regulates exterior lighting within the City, except for streetlights which are provided by the utility (Ameren) under contract. Section 405.680, Lighting, provides numerous standards for exterior lighting within residential and non-residential districts. These standards require downcast and shielded lighting fixtures, maximum height limits for lighting fixtures and minimum illumination levels for parking lots. The code also prohibits light trespass onto adjacent properties and seeks to reduce the negative impacts of glare.

The zoning code, however, does not currently regulate the color temperature of lighting. Color temperature has increasingly become a focus of attention as LED's have replaced traditional exterior lighting methods. The negative environmental and human effects of intense, white lights are often cited as concerns.

The cities of Kirkwood, Brentwood, Clayton and Ellisville have recently updated their codes as well to address this issue. Please see the prior memos for additional research and information on these cities' regulations. More recently, in Creve Coeur, the color temperature of exterior lighting for the new parking lot was a point of discussion for the Lifetime Fitness conditional use permit application by the City Council. Ultimately, the City Council added a condition of approval that the maximum color temperature rating for the new parking lot lighting cannot exceed 3,000 Kelvin, with no objection from the applicant. Prior discussions on color temperature were held with the City Council on April 28th and May 27th. A work session discussion was also held with the Planning and Zoning Commission on May 5, 2025. At the conclusion of these discussions, there was general agreement by City Council and the Planning and Zoning Commission for staff to propose amendments to the lighting code to regulate color temperature.

The submitted amendments introduce maximum color temperature ratings for all exterior lighting, with the exception of single-family residences and streetlights. The unit of measurement for color temperature is expressed as degrees of Kelvin. Typical Kelvin ratings range from 2,000 to 6,500. The lower the Kelvin rating, the warmer or softer the light color. Higher ratings result in brighter, blue colors. Other updates and clarifications to the lighting code are also part of these amendments.

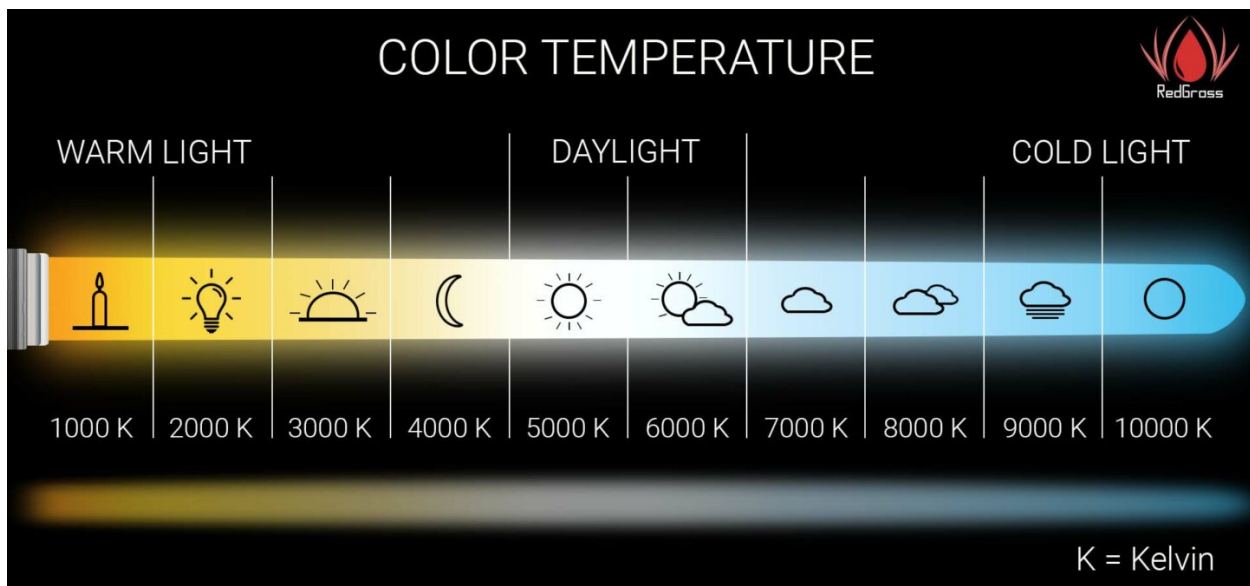


Figure 1: Graphic depicting the color temperature spectrum

COMPREHENSIVE PLAN REVIEW

The comprehensive plan, Creve Coeur 2030, was adopted in 2017. A component of the vision for the City is to remain a regional leader as a green and environmentally-friendly community (p.44). Additionally, the plan establishes seven (7) primary goals (p. 15):

1. Placemaking and Community Identity
2. Residential Development and Preservation
3. Economic Growth and Community Services
4. Community Amenities and Facilities
5. Parks, Open Space and Environment
6. Transportation, Connectivity and Mobility
7. Community Sustainability, Health and Resilience

Further, the framework of the plan emphasizes “placemaking” in establishing community character (p. 28) and acknowledges the need to respond to changing conditions (p. 10-11). The proposed lighting revisions relate to Goal #7 as lighting intensity and color impact the sustainability and health of the community. The regulation of lighting, and in this instance, the color of lighting contributes to this framework of establishing a strong community identity. The change from traditional lighting sources to LED lighting has many positive benefits including longevity and energy reduction; however, these changes have introduced negative environmental aspects. In a broad sense, these amendments are supported by the comprehensive plan as they are responsive to changing conditions.

SUMMARY OF PROPOSED AMENDMENTS

The amendments to Section 405.680, Lighting, establish a maximum Correlated Color Temperature (CCT) of 3,000 degrees Kelvin. This requirement would apply to all new or replacement exterior lighting fixtures, including pole-mounted lighting and building lighting. Single-family residences and athletic field lights (referred to as Major Outdoor Recreation Facilities) would be exempt from these requirements. The new requirements as written in the draft ordinance are as follows:

Color temperature. All exterior lighting located on a property used for anything other than a Single-Family Dwelling, as defined in this Chapter, including parking lot light standards and lighting for loading areas, shall not exceed a Correlated Color Temperature (CCT) of three-thousand (3,000) degrees Kelvin. All exterior light fixtures, lamps, and bulbs, lawfully installed and operable prior to November 1, 2025, are exempt from the color temperature requirements of this Section; provided, however, that if an existing lamp or fixture on property used for other than a Single-Family Dwelling is replaced, replacement lamps or fixtures must conform to these requirements. These requirements shall not apply to Major Outdoor Recreation Facilities.

The code has also been updated as follows:

- Clarifies that Planning and Zoning Commission review is required for all proposed lighting for non-residential new building construction and for the replacement or additional pole-mounted light standards. This clarification would exempt the replacement of light heads on existing poles that do not affect the height and the replacement or addition of building-mounted lighting from Planning and Zoning Commission review.
- Game courts have been added to cross-reference the fence code section for these uses that require P&Z approval for permanent lighting.
- Other minor clarifications throughout

The redlined version of all changes can be found in the attached draft ordinance.

IMPLEMENTATION AND ENFORCEMENT

This ordinance has an effective date of November 1st. At that time, any new or replacement exterior lighting must meet the requirements of this code. These standards will be enforced during the site development plan review process for applications that require approval by the Planning and Zoning Commission and during the permitting process for any projects that involve new or replacement lighting. It is important to note that new light fixtures are often installed or replaced without the City's knowledge. The City contracts with St. Louis County for the administration and enforcement of the electrical code, and with the exception of new light poles, permits are not required by the City. Further, during most times of the year, lighting is not turned on when City staff is present during normal working hours. For these reasons, enforcement of these requirements for all lighting projects will be challenging and we will need to rely on a complaint-driven process. Recent discussions with staff from other St. Louis County municipalities where these requirements have been established rely on the same method of enforcement.

CONCLUSION AND ACTION

The proposed amendment has been submitted to establish new regulations on the color temperature of 3,000 degrees Kelvin for exterior lighting in non-residential districts. These amendments are in line with several other nearby cities that have established limits ranging from 2,700K to 3,000K. With the exception of challenges with enforcement, as previously described in this report, the proposed limit of 3,000K has not created any unforeseen issues for these municipalities.

MOTION

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

“I move to recommend approval to City Council for text amendments to the Zoning Code to regulate the color temperature of exterior lighting and other proposed amendments to Section 405.680 as described in the attached draft ordinance as part of Application 25-021 discussed at the Planning and Zoning Commission meeting of September 2, 2025.”

APPENDIX 1: COMPREHENSIVE PLAN

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

APPENDIX 2: ZONING CODE

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

**AN ORDINANCE ESTABLISHING ADDITIONAL EXTERIOR LIGHTING REQUIREMENTS AS
REGULATED IN SECTION 405.680 OF THE ZONING ORDINANCE, OF THE CODE OF
ORDINANCES OF THE CITY OF CREVE COEUR**

WHEREAS, an application was made by Jason Jaggi, Director of Community Development, City of Creve Coeur, to amend the zoning regulations for exterior lighting, specifically to establish color temperature requirements and other clarifications throughout; and

WHEREAS, the Planning and Zoning Commission of the City of Creve Coeur, Missouri, has recognized the need for such changes as set forth herein, to more effectively implement the goals of the Comprehensive Plan and the purposes of the Zoning Ordinance; and

WHEREAS, the Planning and Zoning Commission of the City of Creve Coeur, Missouri, held a public hearing thereon at the Creve Coeur Government Center on September 2, 2025, beginning at 6:00 p.m., or immediately following the close of the previous public hearing; and

WHEREAS, the Planning and Zoning Commission reviewed and, by a vote 5-0 recommended approval of the subject amendments at its meeting on September 2, 2025; and

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

WHEREAS, all persons who presented themselves at said meeting and desiring to be heard were given an opportunity to be heard and a copy of the proposed ordinance has been made available for public inspection prior to its consideration by the City Council; and the Bill was read by title in open meeting two times before final passage by the City Council; and

WHEREAS, the City Council being fully informed finds that amending the City Code of Ordinances would be in harmony with and bear a substantial relation to the public welfare, health, safety, comfort, and convenience of the citizens of the City of Creve Coeur and in the public interest,

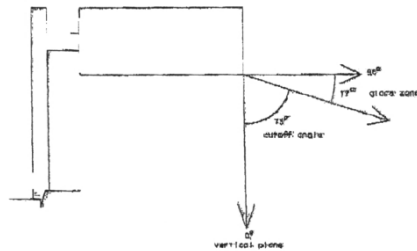
NOW, THEREFORE, be it ordained by the City Council of the City of Creve Coeur, Missouri, as follows:

Section 1: Amendments to Section 405.680 of the Zoning Ordinance, of the City of Creve Coeur's Code of Ordinances shall be enacted as follows:

Section 405.680. Lighting.

A. Definitions. For the purposes of lighting regulations, terms used shall be defined as follows:

CUTOFF ANGLE — The angle at which a permanently attached shield directs light downward and obstructs light discharge in a manner that lessens glare emitted from the fixture. The cutoff angle is measured from the vertical plane which is perpendicular to the ground and is restricted to a maximum of seventy-three degrees (73°) as demonstrated in the following exhibit:

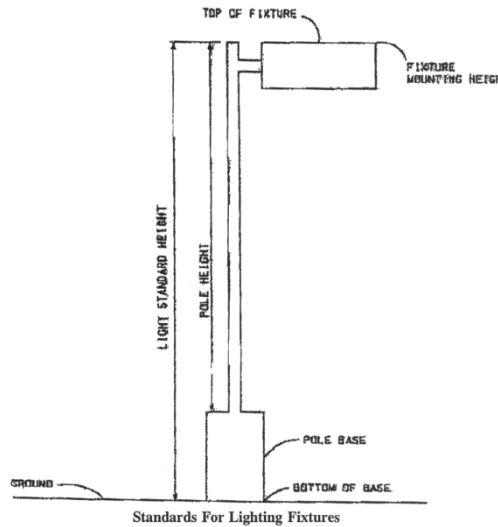
Cutoff Angle Defined

FULLY SHIELDED — A lighting fixture constructed in such a manner that all light emitted by the fixture, either directly from the lamp or a diffusing element or indirectly by reflection or refraction from any part of the luminaire, is projected no greater than seventy-three degrees (73°) beyond the vertical plane perpendicular to the ground (see cutoff angle).

GLARE — Light emitting from a luminaire with an intensity great enough to reduce a viewer's ability to see and, in extreme cases, causing momentary blindness.

- B. General Standards. The following standards shall apply to all exterior lighting fixtures within the City of Creve Coeur, Missouri, except for utility streetlighting which is governed by contract between City and utility:
1. The Planning and Zoning Commission shall review proposed lighting for non-residential new building construction or for the replacement or addition of pole-mounted light standards on an existing non-residential development in accordance with Section 405.1080. The submittal shall consist of a lighting plan for review by the Planning and Zoning Commission and shall include the type, number, brightness, color-temperature, type of cutoff/shielding and hours of usage of all fixtures. A detailed sketch, elevation or cutsheet shall be submitted for each type of light standard. As illustrated below, the sketch for pole-mounted light standards shall consist of the pole base, the pole, the mounting arm or other attachment device and the fixture.

Standards For Lighting Fixtures



2. In residential zoning districts ("A," "B," "C," "D" and "AR") lighting fixtures, except traffic signals and lighting for major outdoor recreation facilities, shall not exceed sixteen (16) feet in height (measured from the bottom of the base to the top of fixture) unless specifically permitted by the site development plan approval in accordance with Section 405.1080.
3. In non-residential zoning districts lighting fixtures, except for traffic signals and lighting for major outdoor recreation facilities, shall not exceed twenty-four (24) feet in height (measured from the bottom of the base to the top of fixture) unless specifically permitted by site development plan approval in accordance with Section 405.1080.
4. Lighting shall not be cast upon an adjacent property ~~or right-of-way~~ nor shall glare be emitted from an illuminant source.
5. The Planning and Zoning Commission may require lighting to be dimmed or connected to a motion detector between the hours of 10:00 P.M. and 6:00 A.M. ~~but~~ For off-street parking and loading areas, lighting shall not be reduced to less than an average of one (1) foot-candle of illumination as required by Section 405.810 (A) (4).
6. Parking lot light standards and lighting for loading areas shall consist of full cutoff, downcast fixtures with the illuminant source fully shielded from view.
7. Lighting intended to illuminate building elevations, landscaping or signage shall shine directly onto the intended surface. Except as provided below for holiday-type lights, strips or strings of lights used to call attention to a commercial use or occupancy by outlining property lines, sales area, rooflines, doors, windows, wall edges or other architectural features of a building site are prohibited.
8. Sidewalk and pedestrian avenues may be lit by low, bollard-type lighting or as approved by the Planning and Zoning Commission. If reflectors or refractors are used, these devices shall direct light downward and shall meet the cutoff angle criteria. Under no circumstance shall light be directed ~~outward~~ upward.

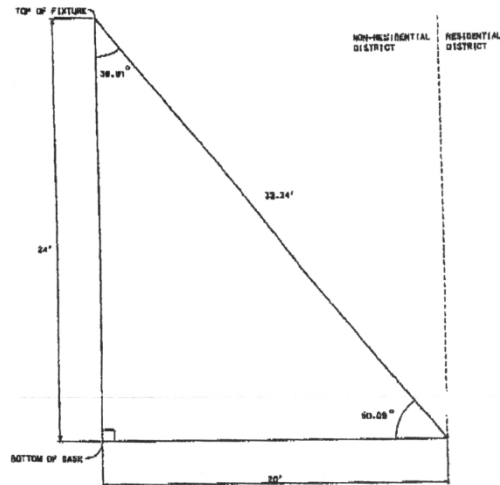
9. The use of exposed neon as an illumination source for identification or as an architectural feature must be reviewed and approved by the Planning and Zoning Commission prior to installation or erection of the exposed neon.
 10. No luminaire shall have any blinking, flashing or fluttering lights or other illuminating device which has a changing light intensity, brightness or color, nor shall any beacon lights be permitted.
 11. Illuminated signs shall meet the requirements of Section 405.930(F).
 12. ~~A bulb type with a color rendering rating greater than seventy five (75) shall be used. Highly rated elements, include, but are not limited to, metal halide and incandescent bulbs. Color Temperature. All exterior lighting located on a property used for anything other than a Single-Family Dwelling, as defined in this Chapter, including parking lot light standards and lighting for loading areas, shall not exceed a Correlated Color Temperature (CCT) of three-thousand (3,000) degrees Kelvin. All exterior light fixtures, lamps, and bulbs, lawfully installed and operable prior to November 1, 2025, are exempt from the color temperature requirements of this Section; provided, however, that if an existing lamp or fixture on property used for other than a Single-Family Dwelling is replaced, replacement lamps or fixtures must conform to these requirements. These requirements shall not apply to Major Outdoor Recreation Facilities.~~
 13. High/low pressure sodium and mercury vapor bulbs are prohibited.
 14. No colored lights shall be used at any location or in any manner so as to be confused with or construed as traffic control devices.
 15. Neither direct nor reflected light from primary light sources shall create a hazard to operators of motor vehicles on public thoroughfares.
- C. Additional Provisions For Non-Residential Districts. To reduce the impact of non-residential districts on residential districts and to reduce instances of light trespass, either the cutoff angle or light standard height shall be decreased for lighting in non-residential districts that are closer than fifty (50) feet to the boundary line of an adjoining or abutting residential district ("A," "B," "C," "D" and "AR"). In such cases, the following shall apply:
1. The cutoff angle of lighting fixtures in non-residential districts shall decrease as the distance to the property line decreases as demonstrated in the following table:

Distance	L.S. Height	Cutoff Angle
20	24	39.81
25	24	46.17
30	24	51.34
35	24	55.56
40	24	59.04
45	24	61.93
50	24	64.36

When the light standard height is constant, the cutoff angle may be calculated as follows:

$$\Theta = \tan^{-1} (\text{Distance/Pole Height})$$

Where Θ = Cutoff Angle



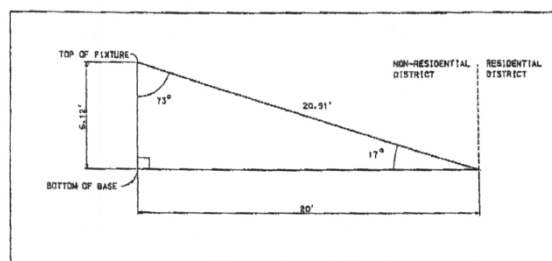
Distance	L.S. Height	Cutoff Angle
20	6.12	73
25	7.64	73
30	9.17	73
35	10.70	73
40	12.23	73
45	13.76	73
50	15.29	73

The applicant may also modify light standard heights to adjust for cutoff, with the seventy-three degree (73°) cutoff angle constant. The pole height in a non-residential district may be altered as follows:

When the cutoff angle is constant, the pole height may be calculated as follows:

$$\text{Pole Height} = \text{Distance} / \tan \Theta$$

Where Θ = Cutoff Angle



2. If a year-round, opaque screen is present or proposed along the boundary between the non-residential district and the residential district and the screen prohibits light travel onto the adjoining or abutting property, the Planning and Zoning Commission may waive the above restrictions established in Section 405.680(C)(1) of this Chapter and approve light standards with cutoff angles and heights regulated in "General Standards" Section 405.680(B) of this Chapter.
- D. Major Outdoor Recreation Facilities. Lighting systems and standards for Major Outdoor Recreation Facilities as determined by the Planning and Zoning Commission, such as athletic fields or stadiums, shall require approval of conditional use permit in accordance with Section 405.1070.
- E. Game Courts. Permanent lighting standards for game courts as described in Section 405.640.E. shall be reviewed by the Planning and Zoning Commission as a Minor Site Plan in accordance with Section 405.1080.
- F. Holiday Lighting. Additional holiday-style lighting may be displayed for periods not to exceed forty-five (45) days in any ninety-day period provided it otherwise meets the foregoing requirements.

BILL NO. 6190

ORDINANCE NO. _____

Section 2. 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

ATTEST:

KELLIE HENKE, MRCC
CITY CLERK



city
of

CREVE COEUR

File # 25-021

300 North New Ballas Road • Creve Coeur, Missouri 63141
(314) 872-2500/872-2501 • Fax (314) 872-2505 • Relay MO 1-800-735-2966
www.creve-coeur.org

TEXT AMENDMENT APPLICATION

PLEASE COMPLETE FRONT AND BACK PAGES

Applicant:	Applicant's Representative (if applicable):
Jason Jaggi, Director of Community Development	
<i>Name</i>	<i>Name</i>
City of Creve Coeur	
<i>Company (If Applicable)</i>	<i>Company (If Applicable)</i>
300 North New Ballas Road	
<i>Address</i>	<i>Address</i>
Creve Coeur MO 63141	
<i>Address</i>	<i>Address</i>
Telephone # 314-872-2501	Telephone #
Fax #	Fax #
Email: jjaggi@crevecoeurmo.gov	Email:

Applicant's Status (Indicate one):

- ☒ City Official (Mayor, City Councilor, Planning Commissioner, Zoning Administrator)
☐ Private Party (Financial, contractual, or proprietary interest)
☐ Other Governmental Interest (Jurisdiction: _____)

The undersigned hereby requests to be placed on the Agenda for the Planning and Zoning Commission meeting at 6:30 P.M. on Monday, August 18, 2025.



Applicant's Signature
August 18 July 11, 2025
Date

Applicant's Representative's Signature

Date

Description of Request (attach additional sheets as needed): _____

Amendments to Section 405.680 Lighting to add color temperature requirements and other minor clarification edits.

Affected Section(s) of the Zoning or Subdivision Code: _____

Section 405.680 Lighting

Proposed Ordinance Language (attach additional sheets as needed): _____

See attached draft amendments

Office Use Only

____ **Proposed Ordinance Language**

N/A **Fees Paid**

____ **Written Justification**

Received By:

ClaraLyn Bollinger

Date: 7/11/2025



city of **CREVE COEUR**

300 North New Ballas Road • Creve Coeur, Missouri 63141
(314) 432-6000 • Fax (314) 872-2539 • Relay MO 1-800-735-2966
www.creve-coeur.org

MEMO TO MAYOR AND CITY COUNCIL

Meeting Date: May 27, 2025

Subject: **Discussion Item: Color Temperature for Exterior Lighting**

Memo Prepared by: Jason W. Jaggi, AICP, Director of Community Development

Attachments: Summary of ordinances from other St. Louis County municipalities
Zoning Code Section 405.680 Lighting
P&Z Staff Memo 5-5-25 Work Session

A discussion item at the request of Council member Donna Spence regarding the color temperature of exterior lighting was held at the April 28th Council meeting. At the conclusion, staff agreed to take a further look into this matter.

Attached is a memo that staff prepared for the May 5th Planning and Zoning Commission meeting providing information on the color temperature for exterior lighting. As part of this memo, a summary of Kelvin color temperature requirements from nearby municipalities was provided. The Planning and Zoning Commission expressed support for regulating color temperature for exterior lighting.

The Police Department has also looked into the crime-deterrence aspects of color temperature and will be available at the Council meeting to share their thoughts regarding the potential regulation of color temperature.

After discussion, staff requests direction from the Council on whether to pursue a zoning code amendment to establish maximum color temperature ratings for new exterior lighting requests associated with building permit or zoning applications throughout the City for non-single family residential uses.



city of **CREVE COEUR**

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(314) 432-6000 • Fax (314) 872-2539 • Relay MO 1-800-735-2966
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MEMO TO PLANNING AND ZONING COMMISSION

Meeting Date: May 5, 2025

Subject: **Work Session/Discussion Item: Color Temperature for Exterior Lighting**

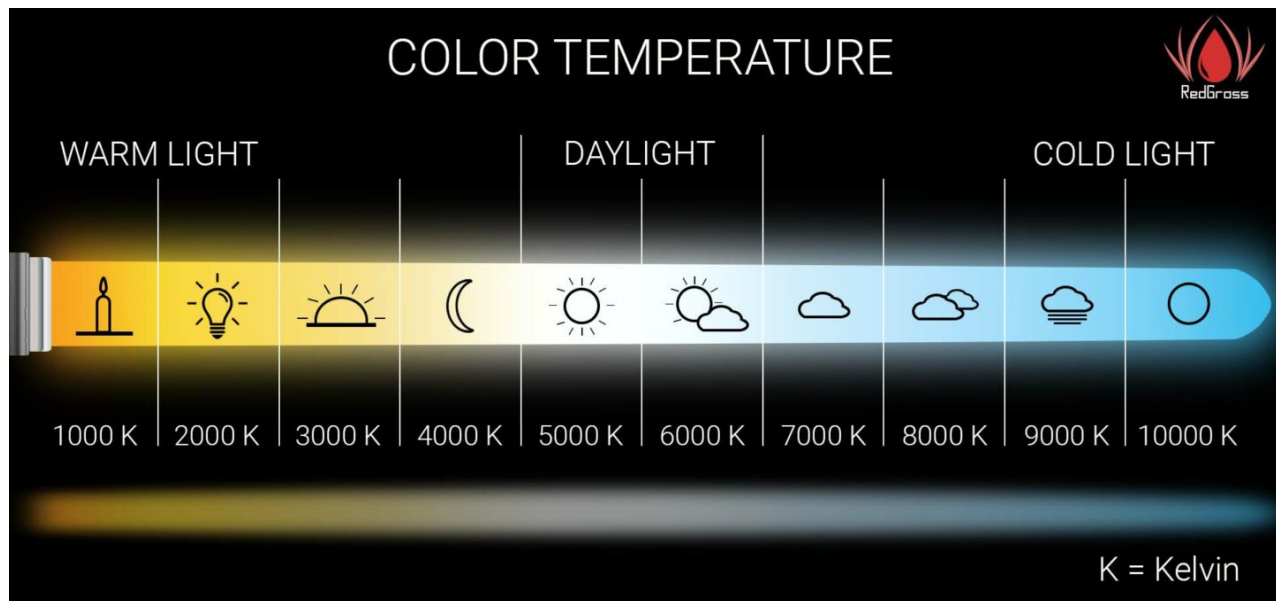
Memo Prepared by: Jason W. Jaggi, AICP, Director of Community Development

Attachments: Summary of ordinances from other St. Louis County municipalities
Zoning Code Section 405.680 Lighting

The color temperature of exterior lighting was a point of discussion for the Lifetime Fitness conditional use permit application at the last City Council meeting. Ultimately, the City Council added a condition of approval that the maximum color temperature rating for the new parking lot lighting cannot exceed 3,000 Kelvin, with no objection from the applicant. A discussion on color temperature was also on the April 28th Council meeting as a discussion item at the request of Council member Donna Spence. At the conclusion, staff agreed to take a further look into this matter.

Exterior lighting (other than street lighting) is regulated in the zoning code through Section 405.680 (attached for reference). The City currently requires downcast and shielded lighting fixtures, sets maximum height for lighting fixtures and establishes minimum illumination levels for parking lots. The code also prohibits light trespass and seeks to reduce the impacts of glare. The City does not, however, regulate the color temperature of exterior lighting. Color temperature has increasingly become a focus of attention as LED's have replaced traditional exterior lighting methods. The negative environmental and human effects of intense, white lights are often cited as concerns.

The unit of measurement for color temperature is expressed as degrees of Kelvin. Typical Kelvin ratings range from 2,000 to 6,500. The lower the Kelvin rating, the warmer or softer the light color. Higher ratings result in brighter, blue colors. The image below illustrates the different temperature levels of lighting.



Staff has researched various cities in St. Louis County that regulate color temperature. Brentwood, Kirkwood, Clayton and Ellisville generally limit color temperature for exterior lighting to either 2,700 to 3,000 Kelvin for non-single family uses. Attached is a summary of these regulations.

Dark Sky Missouri is an advocacy organization whose mission is to reduce light pollution. A member of this organization spoke at the City Council meeting. Dark Sky Missouri's website provides additional information on this topic: <https://www.darksourcemissouri.org/>

Staff requests discussion by the Commission on the desirability to establish similar regulations in Creve Coeur for color temperature for all new exterior lighting in non-single family residential districts.

Kelvin Lighting Requirements 4-30-25

City of Kirkwood. 2,700 Kelvin rating. Applies to all exterior lighting but not single-family uses. Applies to any application that requires a permit or zoning application where new lighting or replacement lighting is proposed.

All lighting fixtures shall not exceed a Correlated Color Temperature (CCT) of two thousand seven hundred (2,700) Kelvin.

Applicability. The following lighting regulations apply to all new outdoor lighting fixtures or the replacement of existing outdoor lighting fixtures within the City of Kirkwood unless specifically listed in § [25-52\(c\)](#).

- 1. Any new building or addition equal to or greater than 50% of the square footage of the original structure's footprint or renovation equal to or greater than 50% of the appraised value of the improvements on the property as determined by the St. Louis County Assessor's Office shall require the entire site to comply with the requirements of this section. If the development includes more than one lot, this section shall apply to each lot individually and not the development as a whole.*

City of Clayton. 3,000 Kelvin rating. Applies to all non-residential exterior lighting and any permit that involves new exterior lighting. Contains a provision that all existing lighting must be brought into conformance within a 5-year period from adoption (adopted 2021).

Color Temperature. All exterior lighting installed after March 9, 2021, shall not exceed a correlated color temperature (CCT) of three thousand one (3,001) degrees Kelvin.

After March 9, 2026, any lamp or bulb with a correlated color temperature (CCT) that exceeds three thousand (3,000) degrees Kelvin. (5-year compliance requirement)

City of Brentwood. 3,000 Kelvin rating. Applies to all non-single and two-family uses.

Lamps located on property used for anything other than single-family and two-family residential structures may not exceed a Correlated Color Temperature (CCT) of three thousand (3,000) Kelvin.

City of Ellisville. 2,700 Kelvin rating. Does not seem to exclude residential uses.

Lamps may not exceed a CCT of two thousand seven hundred (2,700) K.

Grandfathered Existing Fixtures. All outdoor light fixtures/lamps/bulbs lawfully installed prior to and operable on the effective date of this Section are exempt from all requirements of this Section, unless existing outdoor lighting fixtures are replaced, removed or reinstalled in connection with any use or structure to which this Section is applicable.

1 PLANNING AND ZONING COMMISSION MEETING

2 CITY OF CREVE COEUR, MISSOURI

3 300 NORTH NEW BALLAS ROAD

4 TUESDAY, SEPTEMBER 2, 2025

5 6:00 P.M.

6
7 PUBLIC HEARING

8 APPLICATION NO. 25-021

9
10 THOSE IN ATTENDANCE:

11 Ms. Julie LaBonte, Chair

12 Mr. Thomas Buelter

13 Mr. Larry Potashnick

14 Mr. Thomas Buelter

15 Ms. Marjorie Richter

16 Mr. Stephan Tomlinson

17 Mr. Carl Lumley, City Attorney

18 Mr. Jason Jaggi, Director of Community Development

19 Ms. Bethany L. Moore, City Planner

20 Ms. Claralyn Bollinger, Recording Secretary

21
22 McLaughlin Court Reporting Services, Inc.

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

24 4772 Gatesbury Drive

25 St. Louis, MO 63128

(314) 974-1199

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

3 Mr. Buelter?

4 MR. BUELTER: Here.

5 CHAIRMAN LABONTE: Ms. O'Brien is absent.

6 Mr. Potashnick?

7 MR. POTASHNICK: Here.

8 CHAIRMAN LABONTE: Ms. Richter?

9 MS. RICHTER: Here.

10 CHAIRMAN LABONTE: Mr. Tomlinson has not arrived
11 yet.

12 And Mr. Wang is absent.

13 Mr. Lumley?

14 MR. LUMLEY: Here.

15 CHAIRMAN LABONTE: Mr. Jaggi?

16 MR. JAGGI: Here.

17 CHAIRMAN LABONTE: Ms. Moore?

18 MS. MOORE: Here.

19 CHAIRMAN LABONTE: And, Ms. Bollinger?

20 MS. BOLINGER: Here.

21 CHAIRMAN LABONTE: Thank you.

22 (Mr. Tomlinson is now present.)

23 CHAIRMAN LABONTE: Okay. The next item is a
24 Public Hearing for Application 25-021, Text Amendment to
25 the Zoning Ordinance Affecting Exterior Lighting

1 Requirements as Regulated in Section 405.680.

2 (The speakers were sworn in by the court
3 reporter.)

4 MR. JAGGI: Good evening. Jason Jaggi, Director
5 of Community Development with the City of Creve Coeur.

6 This is a text amendment to propose changes to
7 the City Zoning Ordinance Section 405.680, which regulates
8 exterior lighting on properties throughout the city.

9 Just a little bit of background on this. Like I
10 said, 405.680 is our section that regulates exterior
11 lighting.

12 Current standards in our code include
13 requirements for downcast and shielding. We have required
14 illumination levels for exterior lighting, for parking lot
15 lighting, for example, we -- the code seeks to minimize
16 light trespass onto adjacent properties.

17 We establish maximum height limits for the light
18 poles, and the code also has requirements in there when --
19 when P&Z needs to approve lighting projects.

20 So, we have all these standards. You're used to
21 seeing some of this information with site plans or, you
22 know, an example, with the Jewish Temple, those light
23 poles came before you.

24 But we don't have any regulations concerning
25 color temperature. And that's something that's really

1 coming to the forefront in terms of some impacts with LED
2 lighting, primarily, and the effects of LED lighting in
3 the community.

4 So, getting into that a little bit. About, you
5 know, ten years or so, I would say, we'll really see the
6 switchover from different types of lighting, you know, to
7 LED. Every lighting fixture that we see now is LED. We
8 just don't see any other type of lighting for -- for
9 properties now.

10 And so with LEDs, you know, there are a lot of
11 concerns with the temperature of LED lights, that they
12 have a broad spectrum in terms of the different types of
13 light color that you can use with LEDs. So, if you've
14 been in Lowe's or Home Depot and you looked for
15 lightbulbs, you can say, is it warm light, is it a blue
16 light, you know, and there's different types of lighting
17 based on the task area.

18 So, I think the lighting companies tell you if
19 you want your laundry room, it should have a little bit
20 more of a brighter light. If it's a workshop in your
21 basement, a little bit bluer, brighter light. If it's
22 something in your family room or something, a little more
23 warmer.

24 So, you know, you can see different color
25 ratings now when you go to -- for your own home.

1 So, the same thing really applies now to
2 exterior light. There are different levels of color
3 temperature.

4 And, so, this graphic, I've shown that in the
5 staff report and in prior memos as well, so I think this
6 provides a good, you know, depiction of the spectrum of
7 the color temperature. So, on the far left you have
8 really warm, almost orange -- orange colored, you know,
9 darker yellow lights at 1,000 Kelvin, and then the
10 brightest, you know, most cold or bluer colors is 10,000
11 Kelvin.

12 And so the -- the blue or bright white colors,
13 you know, it has been found that it can be very disruptive
14 to, you know, just humans and the environment as well as
15 wildlife.

16 I don't know if you all get the Missouri
17 Conservationist, but I do receive that, and they had an
18 article in it as well, just with the impacts of LED and
19 the bluish lights and harmful effects and so forth.

20 So, lower Kelvin rating equals warmer light,
21 basically, and the higher the rating is the colder or more
22 bluish light.

23 And, in general, a lot of the research suggests
24 3,000 or less Kelvin is considered better for the
25 environment. It's more of a -- a softer-type light, and

1 isn't as intrusive and -- and you don't have the
2 sensitivity of it that you do for the brighter lights.

3 So other governments are beginning to address
4 these in their codes. And to address these concerns
5 locally, Kirkwood, Brentwood, Clayton and Ellisville
6 have -- have amended their zoning code to regulate color
7 temperature, and they're either going with 2700 or 3,000
8 Kelvin degrees. And, so, we've looked at all those codes.

9 And for Creve Coeur, this really originated with
10 our City Council. So, we also have had the DarkSky
11 Missouri advocacy groups come in, and they present
12 information at the City Council in terms of their -- what
13 they're seeing and the impacts of lighting.

14 Lifetime Fitness, when that, if you remember,
15 they had a small parking lot addition. That came up at
16 City Council in terms of what's the color temperature of
17 the lighting. Of course, I said, we don't regulate any of
18 that at the moment. But they voluntarily agreed to, you
19 know, they accepted a -- a limitation placed -- placed by
20 the City Council to limit it to 3,000 degrees Kelvin for
21 their new lighting. And they didn't have any -- any
22 concerns with that.

23 So, we've had some, you know, this has been
24 discussed now, I guess, you know, for a few months.

25 And, so, if you recall, I brought this forth as

1 a discussion item on May 5th, also two prior meetings, and
2 the City Council, you know, we don't have rules, but
3 here's what other cities have been doing. Seemed like
4 there was general consensus for staff to -- to propose a
5 regulation, so that's why we're.

6 So, what we've done is we've looked at the other
7 examples for cities in the area that I mentioned. I spoke
8 on the phone with my counterparts in Kirkwood, Brentwood
9 and Ellisville. I wanted to get an idea of how it's been
10 going; have they had any issues with compliance; are, you
11 know, are they finding it difficult for development
12 projects to meet those requirements.

13 And the information I got was 3,000 doesn't seem
14 to be any concerns. It's seems to be easily met. When
15 you get lower than that, it can become a little bit more
16 difficult. They're, you know, 2700 or so, it -- they said
17 it can be a little bit more challenging for lighting
18 projects, but 3,000 did not seem to be a concern and --
19 and -- and didn't really see any concerns in terms of
20 development projects.

21 So, we've looked at all that, and the proposed
22 amendment takes all those into consideration, and some of
23 the research we've done to -- to propose some changes here
24 in Creve Coeur.

25 So, this is -- I have the full draft ordinance

1 is in your packet, but I'll just highlight some of the --
2 some of the significant portions of it.

3 So what we've done is we've introduced a color
4 temperature section in that code. And it says all
5 exterior lighting located on a property use for anything
6 other than single-family dwelling, including parking lot
7 lighting, lighting for loading areas, et cetera, cannot
8 exceed a correlated color temperature, that's the industry
9 term, of 3,000 degrees Kelvin. And then all exterior
10 lights, et cetera, that have been in operable prior to
11 November 1st are grandfathered, so they're fine. They
12 don't need to meet the code.

13 I believe Clayton actually had a, you must
14 comply by date several years out where all lights have to
15 comply. That gets really challenging trying to enforce
16 that. I'm not sure how they're going to do it.

17 But we took the approach of just having
18 effective date in the ordinance. Anything from that date
19 on needs to comply with this section. Anything before
20 that would not. Would be grandfathered in until such time
21 as they're replaced. So any replacements after that, they
22 would have to comply.

23 There are two exceptions, again, 3,000 is the
24 limit we've chosen, November 1st. There are some
25 exceptions to this, is we did not apply this to

1 single-family dwellings. It's very difficult for us to
2 regulate those. We don't see a lot of those permits come
3 in for single-family homes. And other cities also have
4 exempted those.

5 We're really talking about the big impactful
6 lighting applications here.

7 And then any outdoor recreation facilities would
8 also be exempted. The reason being is that, you know, if
9 you can imagine football field lighting, they want a
10 certain type of light. And those require conditional use
11 permit anyway, so you'll be able to see the full lighting
12 package, and -- and be able to -- to, you know, look at it
13 in that regard, so.

14 We also don't regulate any utility street
15 lighting in this ordinance. That is done by contract
16 between Ameren, the utility provider, and the city. So,
17 utility provided street lights that are powered by Ameren,
18 they're not subject to these requirements.

19 I did talk with our Public Works Director, just
20 asked him, well, how -- how does that work, and he said,
21 you know, Ameren is getting a lot more requests to be at
22 the 3,000 degree level. And they generally are receptive
23 to that, but they do have a stockpile of lights, and some
24 of them are 4,000, but they do try to -- to meet the
25 city's request for that.

1 But I just want you all to know this is not
2 part -- we don't regulate that within the zoning.

3 MR. POTASHNICK: We don't or --

4 MR. JAGGI: We do not.

5 MR. POTASHNICK: But can we?

6 MR. JAGGI: It would have to be a separate
7 contract. It would be part of the contract, I assume,
8 with -- with Ameren.

9 MR. POTASHNICK: Contract?

10 MR. JAGGI: Yes. Yeah.

11 So they provide the -- the -- they're the
12 utility servicing the city and they provide the street
13 lights, they power them, and there's agreements with that.

14 And, Carl, I don't know if you have any --

15 MR. LUMLEY: Well, as a practical matter, the
16 contracts refers to the tariffs, which are approved by the
17 Public Service Commission. So, the contract really is
18 just establishing if the city asks for a street light,
19 they'll get one, but, otherwise, it's governed by the
20 state.

21 MR. JAGGI: Thank you.

22 So, in terms of how would we enforce this; when
23 would -- you know, how would we enforce this. I think
24 that was a question I certainly had at the beginning of
25 this is -- is how would we go about enforcing this.

1 And, so, when we have site plans that come into
2 the city for Planning and Zoning Commission review, a lot
3 of time, oftentimes, there are -- lighting is a component
4 of the project. Then we would look at their
5 specifications, as we do now, and instead of not just
6 looking at the -- the light poles, making sure they're
7 shielded, we would then also be looking to see what sort
8 of Kelvin rating they have. And so we would get all those
9 specifications and report that back to the Commission.

10 We would also be reviewing them when building
11 permits come in when new or replacement lighting is
12 involved.

13 So, certain projects, again, that may not come
14 to you, but they're -- they're a building permit type of
15 activity, you know, we'll check it then.

16 And then also we would rely on -- on just a
17 complaint-based process. So, that's a lot of -- this is
18 what we do now, we're just now adding an additional
19 requirement to look at color temperature.

20 But there are limitations, and I just want to
21 make folks aware of this. So, we don't have, you know,
22 not -- not all lighting projects require permits from the
23 city.

24 So, example, if you're just replacing wall packs
25 on a light, you don't need a building permit to do that.

1 If you're switching out light heads on a existing pole,
2 and you're not modifying the pole, you're just taking off
3 one light head, putting a new one on, you don't need a
4 permit from the city. We contract out electrical permits
5 through St. Louis County.

6 So, those -- those applications go directly to
7 St. Louis County.

8 But I think we will catch a lot of them. I
9 think, you know, we'll certainly be reviewing and
10 enforcing this to a, you know, to a great degree, but
11 there's just going to be some applications out there,
12 we're just not going to know about. And then if that's
13 the case, we're going to have to rely on complaints and,
14 you know, and investigate them that way, which is exactly
15 what we do now with other aspects of our lighting.

16 So, with that, I did take the opportunity to
17 clarify some things, and -- and, you know, do -- perform
18 some other minor edits and things while we were looking at
19 this section. And so I did clarify when P&Z needs to
20 review projects, and I wanted to review that with you.

21 So it says now, this is the current code, and
22 you can see the -- the changes in -- in red, P&Z shall
23 review lighting for non-residential new building
24 construction or replacement or addition of pole mounted
25 light standards on an existing nonresidential development

1 in accordance with that section, which is our site plan
2 section.

3 And then -- and then, you know, all the
4 information they need submit to the P&Z when those reviews
5 are required, we've added color temperature to that list
6 now. And then we have a -- an illustration that we --
7 that I'm not changing, just shows what sort of information
8 we need.

9 But I wanted to be clear. So, if -- if -- if a
10 building owner comes to the city and they want to switch
11 out some lights, you know, that are not pole lights, they
12 want to do some lights like wall lights, building lights
13 and so forth, those things, just by themselves, would not
14 come to you. We're talking about replacing poles, adding
15 poles, like what we had with the temple, and other, you
16 know, those are the big lights, otherwise, we do have
17 standards for wall pack lights and things that we do see
18 with permits; they have to be shielded, you know, these
19 are the types of projects that will come to you, any new
20 lighting plans, and then if it's replacement, really just
21 the pole lights, any changes to the poles requirements.

22 And then I did add a cross-reference for game
23 courts. We do regulate those within our fence code as
24 well.

25 And those must be -- those -- any permanent

1 lighting must come to the Planning and Zoning Commission
2 for neighborhood concerns associated with those.

3 So, I cross-referenced that so it would be in
4 several sections, so we would all know where -- where it
5 is.

6 And then just some various minor clarifications
7 that I'm happy to answer any questions that you have.

8 So, that concludes my remarks, and happy to
9 answer any questions.

10 MR. BUELTER: Quick comment.

11 MR. JAGGI: Yes.

12 MR. BUELTER: Good work. Good research.

13 MR. JAGGI: Thank you.

14 CHAIRMAN LABONTE: Are we thinking about like
15 for Creve Coeur, our buildings or our -- like how we would
16 kind of adjust to kind of show -- show the way or --

17 MR. JAGGI: Yeah.

18 You know, we're not, I don't think legally, and
19 Carl can jump in, I don't think legally we're required to
20 follow all these requirements as the city.

21 CHAIRMAN LABONTE: Right.

22 MR. JAGGI: However, the expectation would be
23 that we would meet what the normal standards.

24 CHAIRMAN LABONTE: Yeah.

25 MR. JAGGI: Unless there's reasons why that's

1 not practical, that would be the expectation. That's what
2 I've seen happen here before.

3 CHAIRMAN LABONTE: Great. Thank you.

4 Any other questions?

5 MR. BUELTER: So, when I walk out the front
6 door, I won't be blinded?

7 MR. JAGGI: Right. And I think our lights
8 are -- they're not 3,000, so the parking lots you see out
9 here, they don't meet that standard. I think they're a
10 little bit brighter. I think they're around 4, 4,000.

11 CHAIRMAN LABONTE: There's no public to open up
12 for comments.

13 So, Carl.

14 MR. LUMLEY: I offer the following exhibits into
15 the record of this public hearing: Documentation in
16 possession of the City Clerk reflecting the notice that's
17 been provided to the public, the staff report, and
18 Mr. Jaggi's presentation materials, the City Code of
19 Ordinances and Charter, the City Comprehensive Plan and
20 the public file regarding this application.

21 The Public Hearing was concluded at 7:19 p.m.

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

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

11
12
13 Deborah McLaughlin, MO-CCR, IL-CSR, KS-CCR

14 Deborah K. McLaughlin, MO-CCR, IL-CSR, KS-CCR
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AN ORDINANCE AMENDING SECTIONS 160.010.A. AND 160.110.A. OF THE OPEN MEETINGS AND RECORDS ORDINANCE OF THE CITY OF CREVE COEUR.

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

WHEREAS, a change in state law (2025 HB 145 & 59) requires changes to such ordinances; and

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

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

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

Section 1. Section 160.010.A is hereby amended, by adding two new subsections 24 and 25, to read as follows (*additions in italics; deletions struck through*):

24. Any portion of a record that contains individually identifiable information of a minor under eighteen years of age held by the City, except when such records are requested by the Division of Labor Standards within the Department of Labor and industrial relations for the purpose of enforcing Chapter 294.

25. Individually identifiable customer information for visitors who make a camping, lodging, or shelter reservation for a municipal park or historic site, unless the records are requested by the visitor or authorized for release by the visitor, and except that this exemption shall not apply to the municipality of residence and the zip code of residence of the visitor .

Section 2. Section 160.110.A. is hereby amended to read as follows (*additions in italics; deletions struck through*):

- A. (1) The City shall charge ten cents (\$0.10) per page for a paper copy not larger than nine (9) by fourteen (14) inches and nineteen dollars (\$19.00) per hour for duplicating time, and the actual cost of research time. The City Clerk shall require payment prior to ~~duplicating copies~~ *fulfilling the request*, except as otherwise provided herein. Based on the scope of the request, the City shall produce the copies using employees of the body that result in the lowest amount of charges for search, research, and duplication time. Prior to producing copies of the requested records, the person requesting the records may request the City to provide an estimate of the cost to the person requesting the records. Documents may be furnished without charge or at a reduced charge when waiver or reduction of the fee is in the public interest

because it is likely to contribute significantly to public understanding of the operations or activities of the City and is not primarily in the commercial interest of the requester. The City Clerk may determine whether to waive or reduce fees for amounts equal to or less than one hundred dollars (\$100.00), with notice to the Mayor and City Council. The City Administrator may determine whether to waive or reduce fees for amounts equal to or less than one thousand dollars (\$1,000.00) with notice to the Mayor and City Council. If the Mayor or any member of the City Council notifies the City Clerk or City Administrator, as applicable, of an objection to fee waiver or reduction prior to the City's production of the documents, or if the fees are estimated to exceed one thousand dollars (\$1,000.00), then the person requesting the documents shall be required to pay the full amount due before the documents shall be furnished. For any request involving estimated fees in excess of one thousand dollars (\$1,000.00), or for any request involving fees equal to or less than one thousand dollars (\$1,000.00) for which the Mayor or member of the City Council has made a timely objection, there shall be no waiver or reduction of fees unless approved by a vote of at least five (5) members of the City Council. Any person who is required to pay fees hereunder in order to receive requested documents may submit a request for waiver or reduction to the City Council prior to payment and production of the documents or within seven (7) days of payment without any requirement of payment under protest.

(2) A request for public records to the City shall be considered withdrawn if the requester fails to remit all fees within ninety days, or within one hundred fifty days if the requested fees are greater than one thousand dollars, of a request for payment of the fees by the City, prior to fulfilling the request. The City shall include notice to the requester that if the requester fails to remit payment of the fees within ninety days, or within one hundred fifty days if the requested fees are greater than one thousand dollars, then the request for public records shall be considered withdrawn. If the City responds to a request for public records in order to seek a clarification of the request and no response to the request for clarification is received by the City within ninety days, or within one hundred fifty days if the requested fees are greater than one thousand dollars, of sending the request for clarification, then such request for public records shall be considered withdrawn. The request for clarification by the City shall include notice to the requester that if the requester fails to respond within ninety days, or within one hundred fifty days if the requested fees are greater than one thousand dollars, then the request shall be considered withdrawn. If the same or a substantially similar request for public records is made within six months after the expiration of the ninety-day period, or within one hundred fifty days if the requested fees are greater than one thousand dollars, and no fee was remitted for such request or no response was received to the request for clarification, then the City may request payment of the same fees made for the original request that has expired in addition to any allowable fees necessary to fulfill the subsequent request. Any request for records to a City that is pending on August 28, 2025,

BILL NO. 6190

ORDINANCE NO. _____

shall be considered withdrawn if the requester fails to remit all fees by January 1, 2026. The provisions of this subdivision shall not apply if a lawsuit has been filed against the City with regard to the records that are the subject of the request under this subdivision.

Section 3. 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

ATTEST:

KELLIE HENKE, MRCC
CITY CLERK

AN ORDINANCE AMENDING ARTICLE III OF CHAPTER 200 OF THE CITY OF CREVE COUER MUNICIPAL CODE, PERTAINING TO OFFENSES CONCERNING THE ADMINISTRATION OF JUSTICE.

WHEREAS, the City's Code of Ordinances aims to mirror Missouri state law, and

WHEREAS, a change in state law (2025 HB 225) requires changes to such ordinances; 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. Chapter 200, Article III is hereby amended by adding a new Section 210.160, to read as follows (*additions in italics*; deletions ~~struck through~~):

Section 210.160. Interference with a First Responder.

1. A person commits the offense of interference with a first responder if:

- (1) The person has received a verbal warning not to approach from a person that he or she knows, or reasonably should know, to be a first responder;*
- (2) The first responder is engaged in the lawful performance of a legal duty; and*
- (3) The person knowingly and willfully violates the verbal warning and approaches within twenty feet of the first responder with the intent to:*
 - a. Impede or interfere with the first responder's ability to perform his or her legal duty;*
 - b. Threaten the first responder with physical harm; or*
 - c. Engage in a course of conduct directed at a first responder which serves no legitimate purpose.*

2. As used in this section, the following terms mean:

- (1) "Advanced emergency medical technician", the same meaning as such term is defined in section 190.100 (RSMo.);*
- (2) "Emergency medical technician", the same meaning as such term is defined in section 190.100 (RSMo.);*

(3) "Firefighter", any officer or employee of a fire department or fire protection district who is employed for the purpose of fighting fires, but does not include anyone employed in a clerical or other capacity not involving fire-fighting duties;

(4) "First responder", any law enforcement officer, firefighter, paramedic, emergency medical technician, or advanced emergency medical technician;

(5) "Paramedic", the same meaning as such term is defined in section 190.100 (RSMo.)

3. This section shall have no impact on an individual's first amendment rights, and shall not restrict the ability to observe or record first responders.

Section 2. 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

ATTEST:

KELLIE HENKE, MRCC
CITY CLERK



MEMORANDUM

DATE: September 10, 2025
TO: Sharon Stott, Interim City Administrator
FROM: Jeffrey Hartman, Chief of Police
CC:
SUBJECT: Code Update - "No Parking Signs" on Mary Meadows Lane

RECOMMENDATION:

The departments of Police and Public Works recommend the installation of "No Parking" signs on the west side of Mary Meadows Lane. For the signs to be enforced, an update is required to the City Traffic Code, Schedule IX – Parking Prohibited on Designated Streets.

PROJECT FUNDING (If Applicable):

The estimated material cost to the City is \$325.00. This figure represents the cost to supply signs and sign posts. Labor cost for City employees to install the signs would add to that cost.

BACKGROUND INFORMATION:

Refer to the report attached to this memorandum.

BID SUBMITTALS (If Any):

Not applicable.

PROJECT SCHEDULE (If Applicable):

Approximately one (1) day, and can begin upon approval of the ordinance.

ATTACHMENTS:

PD Memo – "No Parking" Sign Study – Mary Meadows Lane
Draft Ordinance

AN ORDINANCE AMENDING TITLE III OF THE CODE OF ORDINANCES, SCHEDULE IX, TABLE IX-A, TO ADD THE WEST SIDE OF MARY MEADOWS LANE, FROM OLIVE BOULEVARD THROUGH THE CUL-DE-SAC, DESIGNATED AS NO PARKING.

WHEREAS, the City strives to provide safe streets for the traveling public; and

WHEREAS, Mary Meadows Lane was recently designated a public city street; and

WHEREAS, the Police Department Traffic Safety Unit conducted a traffic study at the request of the residents of this street, and found there to be a lane width issue that prevents emergency vehicles from passing when vehicles are parked on both sides of the roadway; and

WHEREAS, the Traffic Safety Unit recommends the installation of “No Parking” signs to mitigate this issue; and

WHEREAS, the roadway is currently not listed in Schedule IX; and

WHEREAS, the City Council, being fully informed, finds that amending the City Code of Ordinances as provided herein would be in harmony with and bear substantial relation to the public welfare, health, safety, of the citizens of the City of Creve Coeur and in the public interest;

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

SECTION 1. Title III, Schedule IX, Table IX-A of the City Code of Ordinances is amended to add the roadway of Mary Meadows Lane, from Olive Boulevard through the cul-de-sac. The entry on the Schedule for Mary Meadows Lane shall read:

Street	Location	Restriction
Mary Meadows Lane	West side of the roadway, from Olive Boulevard through the cul-de-sac	Any time

SECTION 2. 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

BILL NO. 6192

ORDINANCE NO. _____

APPROVED THIS _____ DAY OF _____, 2025.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE, MRCC
CITY CLERK



MEMORANDUM

DATE: 8/15/2025
TO: Captain Jon Romas
FROM: TSO Clay Cicotte
SUBJECT: "No Parking" Sign Study – Mary Meadows Lane

Reported Problem/Complaint

Mary Meadows Lane was recently designated as a public street and is no longer a private street. Due to the status of the street becoming public and the narrow width of the roadway, a request for "No Parking" signs for one side of the street was made.

Preliminary Evaluation

Mary Meadows Lane is a two-lane street that extends south from MO 340 (Olive Boulevard) and ends at a cul-de-sac with a speed limit of 20 mph. The cul-de-sac currently has a large grass area in the middle of it. The road is consistently between 19'9" and 18'10" throughout. The cul-de-sac has a total diameter of 75'4" with a driving lane of 18' 10". The roadway is not wide enough for vehicles to be parked on both sides of the road and for emergency vehicles to get through. There is also a fire hydrant located on the northwest side of the street. I spoke with multiple residents of the street, including those who lived at 817 Mary Meadows. They advised that almost all of the residents park in their driveways, and the street is rarely used for parking. There was one car on the street in front of 814 Mary Meadows, and this was due to them resurfacing their driveway that day. I have also conducted multiple vacation checks on this street throughout the past four years, and there were rarely vehicles parked on the side of the street. The residents from 817 also stated that a lot of the traffic is from individuals who do not realize that the access to the parking lot of 11062 Olive Boulevard (Terrabis Marijuana Dispensary) is an exit only onto Mary Meadows. Those vehicles then use the cul-de-sac as a turnaround to get to the proper entrance.

Traffic Study

I used the Jammr Technologies LER traffic counter to conduct my study. The counter recorded Mary Meadows Lane from Thursday, August 7th, 2025, at 1714 hours until Wednesday, August 13th, 2025, at 1826 hours. During that time, it recorded data from 1,205 vehicles. The average speed was 20 mph with a recorded highest speed of

39 mph. The street saw, on average, 191 cars per day, with Saturday and Monday being the busiest days. Mary Meadows only has 18 residences on the street.

Creve Coeur Police Department
350 N. New Ballas Rd
Creve Coeur, MO 63141
314-432-8000

SPEED DATA ANALYSIS

Location



Latitude: 38 40' 23.578"
Longitude: -90 25' 28.319"

Analysis Time Period



Start End
8/7/2025 8/13/2025
5:14 PM 6:26 PM

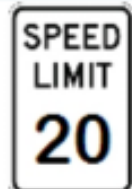


Vehicles Analyzed



1,205

Speed Limit



20

Total Enforceable Violations



7

Enforcement Tolerance



10

Average Speed



20

Fastest Speed



39

Enforcement Rating

LOW

85th Percentile Speed



24

SPEED DATA ANALYSIS

Location



Latitude: 38 40' 23.578"
Longitude: -90 25' 28.319"

Analysis Time Period



Start	End
8/7/2025	8/13/2025
5:14 PM	6:26 PM

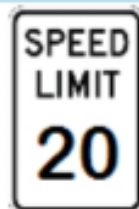


Vehicles Analyzed



1,205

Speed Limit



20

Total Enforceable Violations



7

Enforcement Tolerance



10

Average Speed



20

Fastest Speed



39

Enforcement Rating

LOW

85th Percentile Speed



24

Vehicle Crashes

There are no recorded vehicle crashes on Mary Meadows that I could see recorded on either the LETS5 or LETS4 program.

Conclusion and Recommendations

Mary Meadows is a recently designated public roadway that extends south from Olive Boulevard. The roadway is narrow and does not have any plans on being widened. The street ends in a cul-de-sac that currently has grass in the middle. The City of Creve Coeur has already made plans to pave over the grass in the cul-de-sac. This would make the full 75' diameter of the turn-around drivable, which should help to relieve the turning restrictions of larger vehicles (delivery trucks, garbage trucks, firetrucks etc).

The residents that were spoken to understood the need for "No Parking" signs on at least one side of the street for emergency vehicles. There is also significantly more traffic than just the residents on this street as well. There are only 18 residences, but there are an average of 191 cars a day that drive through the street.

It is my recommendation that "No Parking" signs are placed on the west side of the street and that the signs also cover the entirety of the cul-de-sac turn-around. This is due to the west side of the street already containing a fire hydrant, which is a No Parking zone. There is also not enough room for emergency vehicles to safely access the street if parking is allowed on both sides.

I believe that six signs should be enough to cover the street. The first sign should be placed at the beginning of the street where MODOT control ends and Creve Coeur control begins, roughly 100 feet from the intersection. The second sign should be directly before the bend of the road. The third and fourth signs should be spaced evenly down the street. The fifth sign should be placed at the beginning of the cul-de-sac, and the sixth sign should be placed at the end of the cul-de-sac. At the bottom of this report, I have attached a Google Maps image of Mary Meadows Lane with the proposed "No Parking" zone marked in yellow.

Respectfully Submitted,

TSO Clay Cicotte DSN: 1241



MEMORANDUM



DATE: September 17, 2025
TO: Sharon Stott, Interim City Administrator
FROM: Dione Garson, P.E., Interim Assistant Director of Public Works
CC: Jim Heines, Interim Director of Public Works
SUBJECT: Centennial Greenway Shared-Use Pathway

Recommendation for Federal Carbon Reduction Program (CRP) agreement for Federal Project CRP-4900(651) – 599I (Research Boulevard to US-67 Bridge).

RECOMMENDATION:

City staff recommends approval of the Carbon Reduction Program (CRP) agreement for Federal Project CRP-4900(651) – 599I (Research Boulevard to US-67 Bridge) and entering into the agreement with the Missouri Department of Transportation (MoDOT).

This project is an extension of the regional Centennial Greenway Shared-Use Pathway.

BACKGROUND INFORMATION:

The Centennial Greenway Shared-Use Pathway helps achieve the goals of the 39 North Greenway Plan by providing a link between existing and planned shared-use bicycle and pedestrian routes.

The 39N District currently does not have an internal pedestrian and bicycle pathways. Businesses within the 39N District have expressed a desire for walkability and bikeability.

The Centennial Greenway Shared-Use Pathway extensions in Creve Coeur are being funded under two projects.

- Federal Project CRP-4900(647) – 599F (Warson Road to Baur Boulevard)
- Federal Project CRP-4900(651) – Project 599I (Research Boulevard to US-67 Bridge)

For Federal Project CRP-4900(647) – 599F (Wason Road to Baur Boulevard), the following has been completed:

- February 29, 2024 – a cost-share agreement was signed between the Great Rivers Greenway District (GRG).
- Applications were submitted to the Carbon Reduction Program (CRP) and the Congestion Mitigation and Air Quality (CMAQ) Improvement Program administered by the East-West Gateway Council of Governments (EWG).
- January 27, 2025 – Resolution No. 1769 authorized the City to submit a proposal to application for CMAQ grant funding for the project.
- February 25, 2025 – the Carbon Reduction Program (CRP) Agreement between the City and MoDOT was signed.
- March 27, 2025 – the City and GRG signed a first amendment agreement to the cost-share agreement.

The focus now is on Federal Project CRP-4900(651) – Project 599I (Research Boulevard to US-67 Bridge).

With this project, the Centennial Greenway Shared-Use Pathway will be extended with a 10-foot wide shared-use concrete pathway and a pedestrian bridge from the intersection of US 67 and Baur Boulevard/Schuetz Road to the intersection of Research Boulevard and Baur Boulevard.

Timeline for Project 599 (Research Boulevard to US-67 Bridge):

- January 14, 2025 – The Great Rivers Greenway District (GRG) passed a resolution approving a cost-share agreement with the City for the not-to-exceed amount of \$3,000,000. No further approvals from the GRG Board are required. The City and the GRG will work on the conditions for the amendment.
- January 27, 2025 – Resolution No. 1769 authorized the City to apply for funding under the Federal Congestion Mitigation Air Quality Program (CMAQ) to extend the Centennial Greenway Shared-Use Pathway. Under this resolution, if CMAQ grant is awarded to the City, then the City agreed to enter into an agreement or contract with the Missouri Highways and Transportation Commission regarding said grant.
- March 18, 2025 – the City and GRG entered into an agreement stating that the City would apply for a CMAQ grant (administered under the East-West Gateway Council of Governments) for receipt up to \$4,670,000.
- The next step in Federal Project CRP-4900(651) – Project 599I (Research Boulevard to US-67 Bridge) is entering in to the agreement with MoDOT.
- The project is expected to be constructed in 2029.

PROJECT FUNDING:

The City and the Great Rivers Greenway District (the District) cooperate in design, construction and maintenance of the shared-use path. After construction is complete and accepted, the City will be responsible for ordinary operations and maintenance of the shared-use path, excluding the bridge over Highway 67. The District (GRG) will assume ownership and maintenance of the pedestrian bridge crossing Highway 67 as well as the mechanically stabilized earth walls and associated related items.

Project costs:

- The total cost of the project is \$9,126,000.
- Federal funds being requested are \$4,667,000.
- The sponsor share of Project 599I is \$3,000,000.
- The sponsor share will be provided by GRG's January 14, 2025 cost-share agreement with the City for the not-to-exceed amount of \$3,000,000.

Please note: Although the City is listed as the “sponsor” for the federal grants and in the MoDOT agreement, the City's January 14, 2025 cost-share agreement with GRG requires GRG—not the City—to provide the full \$3,000,000 sponsor share.

ATTACHMENTS:

- Exhibit A: Missouri Highway and Transportation Commission Carbon Reduction Program (CRP) Agreement
- Exhibit B: January 14, 2025 GRG Resolution approving a cost-share agreement between the City and GRG

- Exhibit C: March 18, 2025 Cost-share agreement between the City and GRG
- Exhibit D: Project concept plan

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE APPROVAL OF THE CARBON REDUCTION PROGRAM (CRP) AGREEMENT FOR FEDERAL PROJECT CRP-4900(651) – 599I (EXTENDING THE CENTENNIAL GREENWAY SHARED-USE PATHWAY FROM RESEARCH BOULEVARD TO US-67 BRIDGE) AND ENTERING INTO THE AGREEMENT WITH THE MISSOURI DEPARTMENT OF TRANSPORTATION (MODOT).

WHEREAS, the City Council deems it necessary to improve the existing shared-use pathways in the City to serve the citizens of Creve Coeur as well as those in the metropolitan area, and

WHEREAS, the City Council recognizes the federal Carbon Reduction Program (CRP) as an excellent opportunity to extend the Centennial Greenway Shared-use Pathway along Gateway and Research Boulevard to US-67 Bridge for the benefit of the community.

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

1. The Agreement with Missouri Department of Transportation (MoDOT) attached as Exhibit A is hereby approved and the Interim City Administrator is hereby authorized to sign the agreement and such other documents necessary to obtain Carbon Reduction Program (CRP) grant funding for the project that will extend the Centennial Greenway Shared-use Pathway along Gateway and Research Boulevard to US-67 Bridge.
2. This Ordinance shall take effect upon approval pursuant to section of the City Charter.

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

PASSED BY CITY COUNCIL THIS 24th DAY OF SEPTEMBER 2025.

MARK MANLIN
CITY COUNCIL PRESIDENT

APPROVED THIS 24th DAY OF SEPTEMBER 2025.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE, MRCC, CITY CLERK

Exhibit A

CCO Form: FS37
Approved: 12/22 (MWH)
Revised: 03/25 (MWH)
Modified:

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: CRP-4900(651)
Award Year: 2029
Federal Agency: Federal Highway Administration, Department of Transportation

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION CARBON REDUCTION PROGRAM (CRP) AGREEMENT

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

WITNESSETH:

WHEREAS, the Infrastructure Investment and Jobs Act (IIJA), Title 23 United States Code (USC) §175 authorizes the funding of projects providing for the reduction of transportation emissions; and

WHEREAS, the Commission is the agency designated to receive and dispense such funds; and

WHEREAS, the Commission has determined that CRP-4900(651) Centennial Greenway is consistent with the goals of the CRP funding; and

WHEREAS, the City has the resources to develop and provide such services.

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

(1) PURPOSE: The United States Congress has authorized, in 23 USC §175, funds to be used for activities for carbon reduction. The purpose of this Agreement is to grant the use of such funds to construct a Shared Use path and a pedestrian bridge from the intersection of US 67 and Baur Boulevard/Schuetz Road to the intersection of Research Boulevard and Baur Boulevard.

(2) SCOPE OF WORK: City shall provide planning and implementation of a Shared Use Path and pedestrian bridge in the Centennial Greenway area as more fully described in the attached Exhibit A which is incorporated herein by reference.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public

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

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

(5) INSURANCE:

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

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

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

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

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

(7) COMMISSION REPRESENTATIVE: The Commission's St. Louis District Engineer is designated as the Commission's representative for the purpose of

administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

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

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

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

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

(D) Solicitations for subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, disability or national origin, age, or ancestry of any individual.

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

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

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

(G) Incorporation of Provisions: The City shall include provisions of paragraph (8) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission of the USDOT. The City will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(9) DISADVANTAGED BUSINESS ENTERPRISES (DBE): It is the policy of the USDOT and the Commission that businesses owned by socially and economically disadvantaged individuals (DBE's), as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds.

(10) ASSIGNMENT: The City shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the Commission.

(11) APPLICABLE LAWS AND REGULATIONS: This Agreement shall be construed according to the laws of the State of Missouri. Each party shall comply with all applicable federal, state, and local laws, regulations, and ordinances. Additionally, each party shall adhere to all accepted industry standards, processes, and procedures relevant to the performance of their obligations under this Agreement. A violation of this paragraph constitutes a material breach of the Agreement.

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

(13) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of

cancellation sent to the City.

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

(15) BUDGET: The City shall incur obligations in connection with the performance of the period only in conformity with the latest budget approved by the Commission as specified in Appendix A - Project Budget. This budget may be revised as necessary; however, no budget or revision shall be effective unless approved by the Commission's representative and FHWA.

(16) ELIGIBLE EXPENDITURES: No expenditure or charges shall be eligible for reimbursement that are contrary to the provisions of this Agreement or not required for the carrying out of the project.

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

Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 60.87 percent not to exceed \$4,667,000. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of the City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(18) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two (2) weeks. Progress payments must be submitted monthly. All progress payment requests must be submitted for reimbursement within ninety (90) days of the project completion date for the final phase of work. The City shall repay any progress payments which involve ineligible costs.

(19) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in

the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(20) PERMITS: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of this project.

(21) INSPECTION OF CONTRACTOR'S RECORDS: The City shall assure that its contractors, and all subcontractors, if any, maintain all books, documents, papers, and other evidence pertaining to costs incurred in connection with this Agreement. The City shall make such materials available at such contractor's office at all reasonable times during the contract period, and for three (3) years from the date of final payment under the contract, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri. Copies thereof shall be furnished at no charge, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

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

(23) AUDIT REQUIREMENTS: If the City expends one million dollars (\$1,000,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than one million dollars (\$1,000,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(24) FHWA APPROVAL: This Agreement is made and entered into subject to the approval of the FHWA.

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

in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(26) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) OF 2006: The City shall comply with all reporting requirements of the FFATA of 2006, as amended. This Agreement is subject to the award terms within 2 CFR Part 170.

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

(28) CONFLICT OF INTEREST: The City shall comply with conflict of interest policies identified in 23 CFR 1.33. A conflict of interest occurs when an entity has a financial or personal interest in a federally funded project.

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

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

Executed by the City on _____(DATE).

Executed by the Commission on _____(DATE).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF CREVE COEUR

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

Secretary to the Commission

By: _____

Title: _____

Approved as to Form:

Approved as to Form:

Commission Counsel

By: _____

Title: _____

Appendix A - Project Budget

FINANCIAL PLAN					
<i>Note: federal participation for a phase of work must not exceed 80% for most projects. Carpool/vanpool acquisition and marketing projects may be reimbursed up to 100%. Sponsor share of at least 50% is required for public-private partnerships.</i>					
Phase of Work ⁸	Starting Federal Fiscal Year ⁹	Total Phase Cost	Federal Funds Requested	Sponsor Share	Sponsor Share Percentage
PE / Planning / Environmental Studies	FY 2026	\$ 921,000	\$ 0	\$ 921,000	100.00%
Right-of-Way (ROW)	FY 2027	\$ 154,000	\$ 0	\$ 154,000	100.00%
Construction Engineering	FY 2029	\$ 384,000	\$ 0	\$ 384,000	100.00%
Construction / Implementation	FY 2029	\$ 7,667,000	\$ 4,667,000	\$ 3,000,000	39.13%
TOTAL PROJECT COST		\$ 9,126,000	\$ 4,667,000	\$ 4,459,000	48.86%
Identify the source(s) of local matching funds (e.g., state DOT, city, county, county road board, county motor fuel tax, private entity), and the amount for each source:			City general revenue, GRG dedicated sales tax		

Exhibit A – Scope of Work

Construct a Shared Use path and a pedestrian bridge from the intersection of US 67 and Baur Boulevard/Schuetz Road to the intersection of Research Boulevard and Baur Boulevard.

Exhibit B – Project Schedule

Project Description: CRP-4900(651) Centennial Greenway

PROJECT DEVELOPMENT SCHEDULE			
<i>Note: many stages can occur concurrently.</i>			
Activity Description	Start Date (MM/YYYY)	Finish Date (MM/YYYY)	Time Frame (Months)
Receive award notification letter from EWG	10/2025	10/2025	1
Execute agreement (project sponsor and DOT)	10/2025	12/2025	3
Engineering services contract submitted and approved*			
Environmental review process- NEPA classification and clearance	01/2026	12/2026	12
Public meeting/hearing	5/2026	5/2026	1
Develop and submit preliminary plans	10/2025	10/2026	13
Preliminary plans approved	11/2026	12/2026	2
Develop and submit right-of-way plans	1/2027	3/2027	3
Review and approval of right-of-way plans	4/2027	6/2027	3
Submit and receive approval for notice to proceed for right-of-way acquisition (A-Date)*	6/2027	7/2027	2
Right-of-way acquisition	9/2027	9/2028	13
Utility coordination	10/2025	9/2028	36
Develop and submit PS&E	4/2027	9/2028	18
District approval of PS&E*	10/2028	1/2029	4
Advertise for bids/bid letting/bid concurrence	2/2029	4/2029	3
Project implementation/construction	5/2029	9/2030	17
* Finish date must match fiscal year for each milestone shown in bold text.			

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

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

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

8. Reasonable Accommodation for Applicants /

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

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

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

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

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

10. Assurances Required:

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

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

1. Minimum wages (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding (29 CFR 5.5)

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

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

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

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

3. Records and certified payrolls (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

3. Withholding for unpaid wages and liquidated damages

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

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

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

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

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

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

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

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

3. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**MOTION: ROBERT EPSTEIN
SECOND: CHUCK GROSS**

**RESOLUTION: 2025.06
JANUARY 14, 2025**

**RESOLUTION APPROVING A COST SHARE
AGREEMENT NOT TO EXCEED \$3,000,000,
SUBJECT TO FUTURE
APPROPRIATION, WITH THE CITY OF CREVE
COEUR IN CONNECTION WITH CENTENNIAL
GREENWAY AND AUTHORIZING OTHER
ACTIONS AS NECESSARY TO EFFECTUATE THE
SAME.**

WHEREAS, the Metropolitan Park and Recreation District d/b/a The Great Rivers Greenway District (the "District") is a metropolitan park and recreation district authorized under Section 67.1700 to 67.1769 of the Revised Statutes of Missouri, as amended (the "District Act");

WHEREAS, pursuant to the Clean Water, Safe Parks, and Community Trails Initiative ("Proposition C"), the qualified voters of St. Louis County, St. Charles County, and St. Louis City approved the creation of the District;

WHEREAS, the District was formed to undertake the development, operation and maintenance of a public system of interconnecting trails and parks throughout the areas and counties comprising the District (the "District's Mission");

WHEREAS, in furtherance of the District's Mission, and in accordance with the Bylaws of the District, the District adopted "Building the River Ring" as the Regional Plan for the District, and which contains the comprehensive plan of the District, its existing and proposed interconnecting greenway, park and trail projects, and any proposed land acquisitions (the "River Ring Regional Plan");

WHEREAS, pursuant to the approval of Proposition C and Section 67.1712.1 of the District Act, the governing bodies of St. Louis County, St. Charles County, and St. Louis City imposed a one-tenth of one cent sales tax for the purpose of funding the creation, operation and maintenance of the District;

WHEREAS, the Centennial Greenway is shown as a regional greenway in the River Ring Regional Plan (the "Centennial Greenway");

WHEREAS, the District desires to extend and improve the River Ring in furtherance of the River Ring Regional Plan by designing and constructing the Centennial Greenway within the City of Creve Coeur (the "Project");

WHEREAS, the 2025 GRG 1/10 Capital Budget was approved by the District pursuant to Resolution 2024.107;

WHEREAS, the 2025 GRG 1/10 Capital Budget included line item 599! for the Project;

WHEREAS, the 2028 and 2029 GRG 1/10 Capital Budgets will include line item 599! for the Project, subject to approval by the Board of Directors of the District (the "Board");

WHEREAS, the District desires to authorize the Chief Executive Officer to (i) negotiate and enter into a Cost Share Agreement with the City of Creve Coeur; and (ii) support the City of Creve Coeur's Congestion and Air Quality Mitigation Program application for federal transportation funding for the Project and (iii) take any actions necessary or appropriate to effectuate the same; and

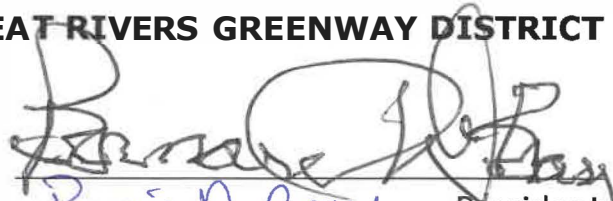
WHEREAS, at a meeting of the Board convened at 11:30 am, on January 14, 2025, at the District Offices at 3745 Foundry Way, St. Louis, Missouri, at which was present a quorum of the Board, the Board took the action further described herein.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN PARK AND RECREATION DISTRICT D/B/A THE GREAT RIVERS GREENWAY DISTRICT AS FOLLOWS:

1. The Board authorizes the Chief Executive Officer to negotiate and enter into a Cost Share Agreement with City of Creve Coeur in an amount not to exceed \$3,000,000, subject to future appropriation, for the Project..
2. The Board authorizes the Chief Executive Officer or her designees to take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.
3. All actions heretofore taken by the officers, agents, and employees of the District related to the transactions contemplated by this Resolution are hereby ratified and confirmed.

4. The portions of this Resolution shall be severable. In the event that any portion of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential and inseparably connected with and dependent upon the void portion that it cannot be presumed that the Board would have enacted the valid portions without the invalid ones, or unless the court finds that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.
5. This Resolution shall be in full force and *effect* immediately from and after its adoption as provided by law.

ADOPTED this 14th day of January, 2025.
METROPOLITAN PARK AND RECREATION DISTRICT
D/B/A THE GREAT RIVERS GREENWAY DISTRICT


Bernie DuBray, President

ATTEST:



Lisa Suggs, Secretary-Treasurer

Vote:

Aye: 11

Nay: 0

Abstain: 0

Absent: 0

Not Present: 1

Exhibit C

COST SHARE AGREEMENT FOR THE CENTENNIAL GREENWAY

THIS COST SHARE AGREEMENT (the “**AGREEMENT**”) is made and entered into this 18th day of March, 2025 by and between the **METROPOLITAN PARK AND RECREATION DISTRICT, d/b/a THE GREAT RIVERS GREENWAY DISTRICT** (hereinafter “**DISTRICT**”) and **CITY OF CREVE COEUR, MISSOURI** (hereinafter the “**CITY**”).

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

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

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

WHEREAS, Ordinance Number 5925 authorizes the **CITY** to enter into this **AGREEMENT** with the **DISTRICT**; and

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

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

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

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

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

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

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

3. **CITY Obligations.**

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

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

4. **DISTRICT's Obligations.**

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

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

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

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

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

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

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

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

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

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

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

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

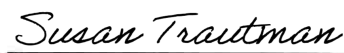
[Signature page to follow]

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

CITY OF CREVE COEUR, MISSOURI

By: 
City Administrator

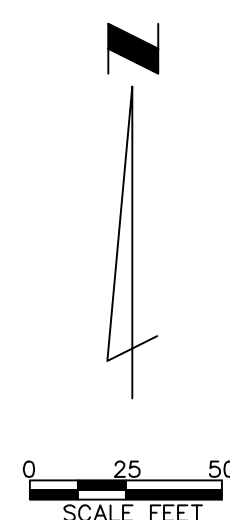
METROPOLITAN PARK AND
RECREATION DISTRICT d/b/a THE
GREAT RIVERS GREENWAY
DISTRICT

By: 
Chief Executive Officer

Approved as to Form:


Husch Blackwell LLP

EXHIBIT E



SHEET NUMBER
1 of 1



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 #25-026: APPLICATION FOR A SITE DEVELOPMENT PLAN FOR LOT 1 OF THE OLIA VILLAGE PLANNED MIXED-USE DEVELOPMENT FOR THE PROPERTY AT 10300 OLIVE BOULEVARD

FOR THE MEETING OF: Monday, September 15, 2025

LOCATION: 10300 Olive Boulevard, Lot 1, Olia Village, located south of Olive Boulevard and west of Lindbergh Boulevard.

REQUEST: Matthew Pfund, of Jack Matthews Development, has submitted an application for a Site Development Plan for Lot 1 of the Olia Village Planned Mixed-Use Development. The application includes the construction of a grocery store and multi-tenant retail building, parking garage and surface parking lot as shown on the approved Site Concept Plan. Section 405.390(G) requires Planning and Zoning Commission review and approval by resolution of the City Council for all Site Development Plans within a Planned Mixed-Use Development.

ADDITIONAL INFORMATION: The Olia Village Planned Mixed Use Development was approved by the City Council on November 13, 2023 with amended Ordinance 5862. Ord. 5862 included Attachment B which outlines the development regulations. Each site development plan will be reviewed against the requirements of Attachment B and the approved Site Concept Plan.

Key Issues:

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

Creve Coeur 2030 Plan References

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

Zoning Code References

- Section 405.390: Planned Zoning Districts
- Section 405.1080 Site Development Plans
- Olia Village Planned Zoning District Development Regulations (Amended Ordinance No. 5862)

APPLICANT: Matthew Pfund
Jack Matthews Development
3925 Blackburn Road
Edwardsville, IL 62025

APPLICANT'S REPRESENTATIVE: Brian Paul
Gray Design Group
9 Sunnen Drive, Suite 110
St. Louis, Mo 63143



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

DATE: 9/10/2025

ATTACHMENTS: Applicant's revised materials submitted September 12, 2025
Draft Resolution

Ordinance 5862, approved by City Council on October 23, 2023 and amended on November 13, 2023, authorized the rezoning of the entire former Bayer West Campus site from “RO”-Research Office to the Olia Village “PMD” Planned Mixed-Use Development District and approved the Site Concept Plan along with the Phase One Site Development Plan. The amended ordinance includes “Amendment B” which outlines the zoning and development regulations for the Olia Village PMD District. The Site Concept Plan included a phasing plan that divided the site into five development phases and each phase or lot requires Site Development Plan approval by the Planning and Zoning Commission and City Council by Resolution in accordance with Section 405.390.H. of the Zoning Code. The site improvement permits for Phase 1, which included site grading, internal road construction, and the construction of the retaining wall, throughout the development, were issued in 2024 and 2025 and the construction work is ongoing. Lot 1 is part of the proposed Phase 2 which also includes lots 2-6, 8,9,14 and 15. Site development plans for each lot will be submitted as the development moves forward.

SITE OVERVIEW OLIA VILLAGE

SOUTHWEST QUADRANT OF OLIVE & LINDBERGH BOULEVARD
CREVE COEUR, MO

LEGEND

- DEVELOPMENT BOUNDARY LINE
- PROPOSED LOT LINE
- PROPOSED 50' EASEMENT
- PROPOSED 10' EASEMENT
- PROPOSED 5' EASEMENT
- PROPOSED 2' EASEMENT
- PROPOSED 1' EASEMENT
- PROPOSED 0.5' EASEMENT
- PROPOSED 0.25' EASEMENT
- PROPOSED 0.125' EASEMENT
- PROPOSED 0.0625' EASEMENT
- PROPOSED 0.03125' EASEMENT
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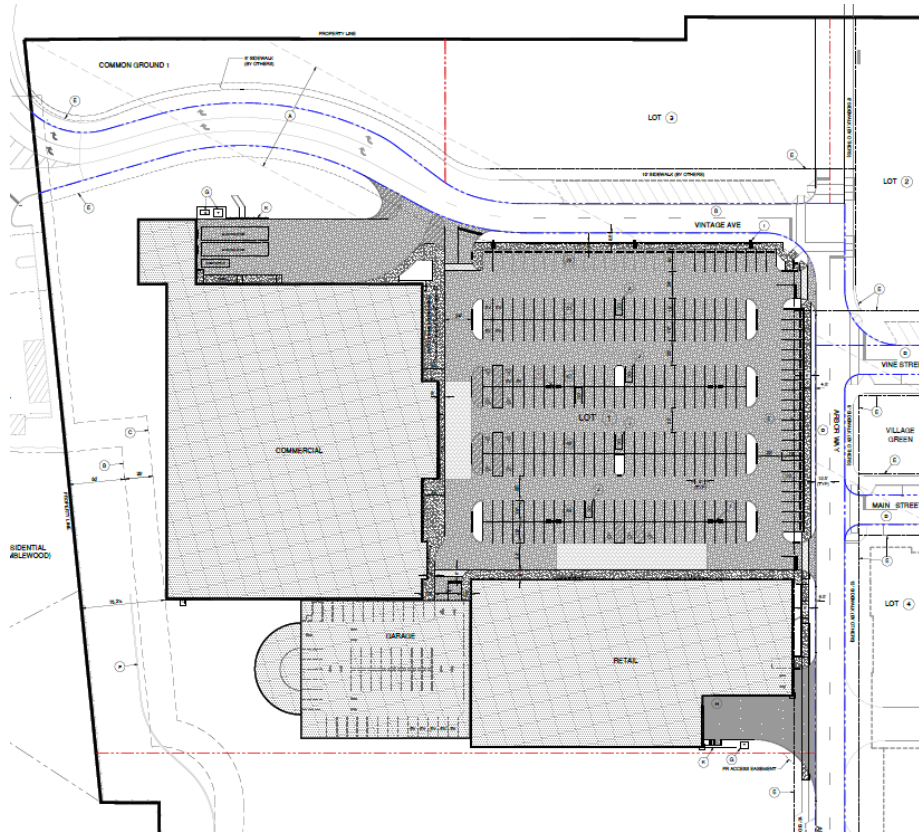


Figure 2: Proposed Lot 1 Site Development Plan for grocery store and retail building with parking.

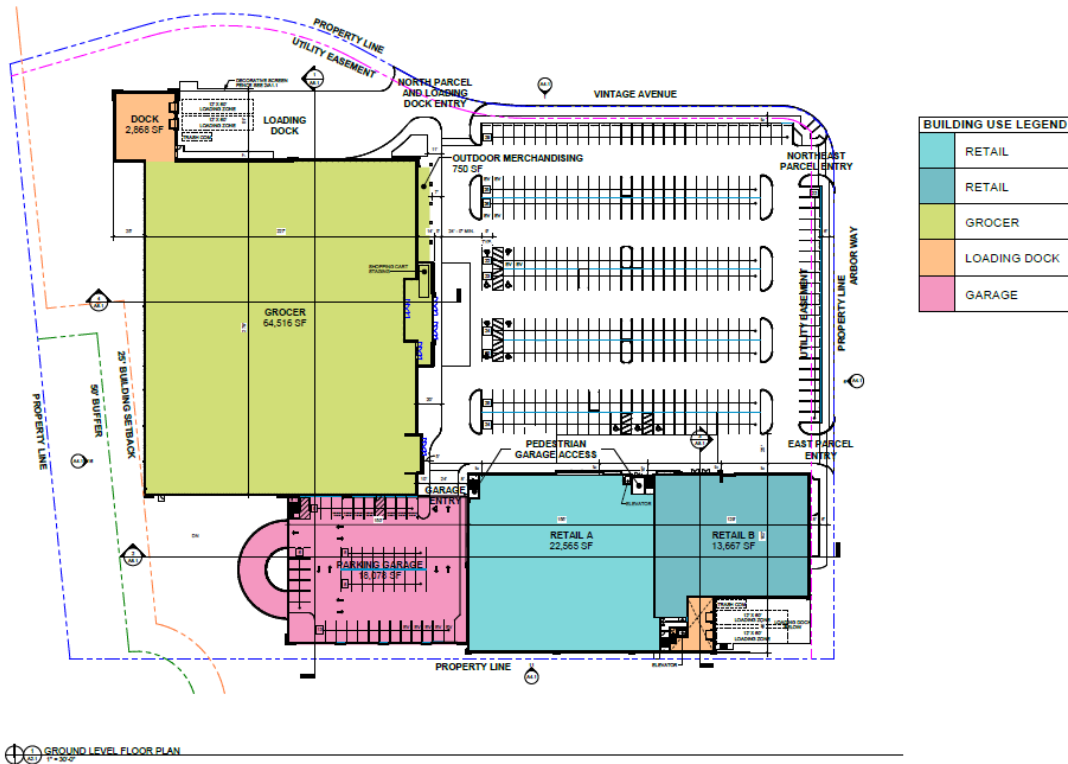


Figure 3: Proposed color-coded building uses.

LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

Direction	Use	Zoning District	Separated by
North	Commercial	Olia Village Planned Mixed Use Zoning District	Vintage Avenue
South	Commercial	Olia Village Planned Mixed Use Zoning District	N/A
East	Mixed-Use	Olia Village Planned Mixed Use Zoning District	Arbor Way
West	Single-Family Residential	“B” and “C” Single-Family Residential Zoning District	N/A

ZONING REVIEW

Site Development Plan

The site development plan for Lot 1 includes the construction of two buildings, a grocery store building and a multi-tenant retail building with a structured parking garage and a surface parking lot on a 7.54-acre lot. The subject property, Lot 1, is zoned Olia Village Planned Mixed-Use Development District and its zoning requirements are governed by Attachment B as approved by amended Ordinance 5862. Within the PMD there are four sub-districts with their own sets of specific requirements including Sub-District Category A- Main Street Development (Lots 2, 4, 5, 6, 7, 11, 12), Sub-District Category B - Mixed-Used Development (Lots 1, 3, 8, 9, 13, 14, 15), Sub-District Category C - General Office Development (Lots 10 and 17), Sub-District Category D - Residential Development (Lot 16). The location of each subdistrict was shown on the approved Site Concept Plan. Lot 1 is within Sub-District Category B, Mixed-Use Development. The minimum lot size for Category B is half an acre. The minimum front, side and rear yard is 0 feet and buffer yards are not applicable internally to the development. Lot 1 is subject to the development setbacks as the western property line is directly adjacent to single-family residential uses while the north, east and south property lines are internal to the development. The required 50-foot buffer yard adjacent to residential uses and the 25-foot commercial setback beyond the buffer yard are present on Lot 1, as shown on Sheet C1.01 of the Site Development Plan.

Section B.2 of Attachment B limits buildings on Lot 1 to 3 stories or 45 feet and parking garages on Lot 1 to no taller than the adjacent Lot 1 buildings. Both buildings on Lot 1 are 1 story tall. The grocery store building is 40 feet, 6 inches in total height and the retail building is 36 feet, 10 inches in total height. The parking garage is 16 feet, 6 inches in total height and will sit lower than both buildings.

Site coverage is determined for the entire site and not on a lot-by-lot basis. The maximum site coverage for the entire Olia Village development cannot exceed 60% but how the site coverage is divided up per lot is up to the developer. Staff has asked that the site development plan include the site coverage calculation for each site so that a running total may be reviewed at each submitted site development plan in order to calculation the total site coverage for the development. Sheet A0.1 shows that Lot 1 has site coverage of 42.3% which is a total site coverage of 3.3% for the development. The maximum Floor Area Ratio (FAR) is determined for the entire site as well and cannot exceed 0.70. The proposed FAR for Lot 1 is 0.323 which represents a FAR of 0.025 for the development.

Landscaping

Sheets L1.01 and L1.02 provide the proposed landscaping for Lot 1. Section F, *Landscape and Tree Requirements* of attachment B, outlines the requirements for landscaping within the Olia Village development. Section F requires all parking and loading spaces adjoining interior public rights-of-way shall be screened based on site conditions. Ten square feet of interior landscaped areas shall be provided within the parking lot for every 500 square feet of paved area within any surface parking lot including parking spaces and driving aisles. The landscaping plans for each parcel are to be consistent with the

previously approved Landscape Concept Plan for the entire site. Lot 1 is required to be provided with an underground irrigation system.

The landscaping plan shows extensive landscaping around the two loading docks. The loading dock closest to Olive Boulevard, grocery store loading dock (fig. 4), is screened with a row of 7 Norway Spruce, 4 American Hollies and 2 Green Giant Arborvitae trees directly in front of the loading area and 7 street trees featuring mix of Oak and Maple trees. The retail building loading dock includes screening with 5 Hillspire Juniper trees and 2 American Holly Trees.

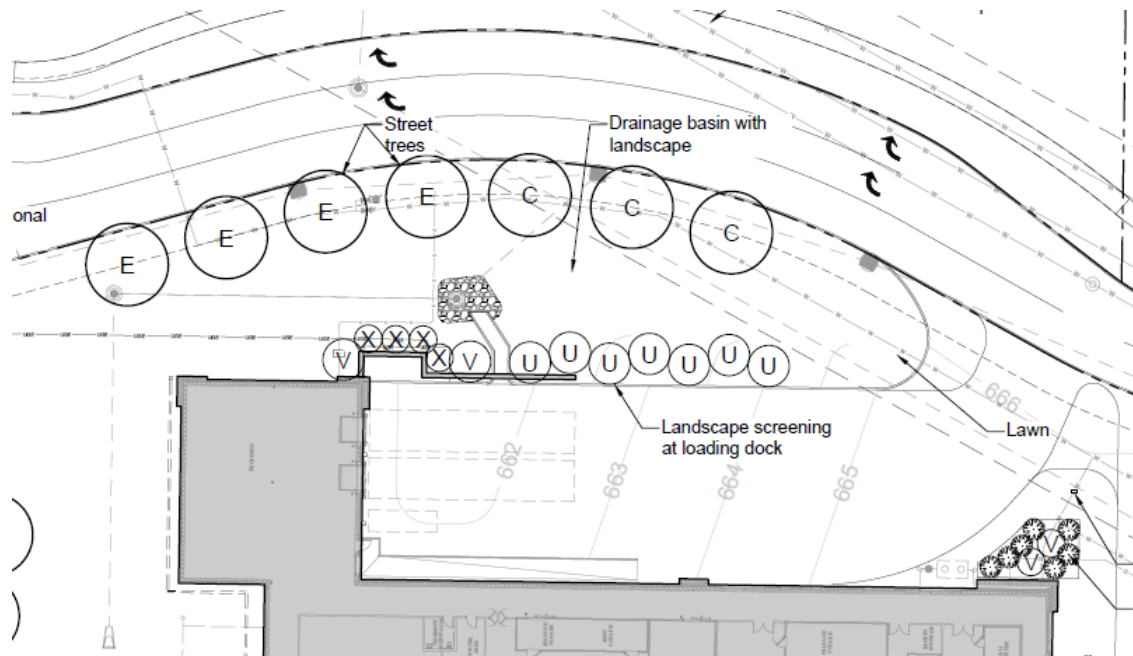


Figure 4: Loading dock landscaping.

The landscaping for the parking lot includes 14 street trees along Vintage Avenue and Arbor Way along with a shrub mix of Juniper, English Laurel and Hydrangeas to screen headlight glare from the surface parking lot onto public rights-of-way. Raised planter beds are proposed adjacent to each store entry for both buildings as well as terraced planter beds between the retaining building and Arbor Way. The landscaping islands in the parking lot provided exceed the square footage requirement of 10 square feet per 500 square feet of paved parking lot required in Attachment B, Section F. Due to lease requirements with the grocery tenant related to the amount of at-grade parking spaces desired additional landscaping islands to help break up the large expanse of pavement has been limited to two smaller islands in the middle parking rows. A condition of approval has been added that a Final Landscaping Plan be submitted for Staff review that matches the landscaping of the retaining wall within the western buffer yard match the approved Phase 1 Buffer Planting Plan dated 12/19/24 and incorporates shrubs and trees in all parking lot landscaping islands for consistency.



Lighting requirements for the development are regulated by Attachment B, Section H. *Light Requirements*, which requires a lighting plan in accordance with the City of Creve Coeur Code be provided. The photometric plan provided shows that the light levels will be 0.0 footcandles behind the grocer building and parking garage directly adjacent to Single-Family Residential uses and no lighting is currently proposed for this area on the building or ground mounted. The total height of the light poles, when measured from the bottom of the base to the top of the light fixture, will be 16 feet on the top level of the parking garage, as required for structured parking lots adjacent to existing single-family districts per Attachment B, H.2. and 24 feet in the surface parking lot per commercial lighting requirements outlined in Section 405.680 B.3 of the zoning code. The proposed fixture heads are fixed downcast and shielded. The plans show the color temperature of 3,000 Kelvin for the exterior lighting to meet with the pending zoning code text amendment.

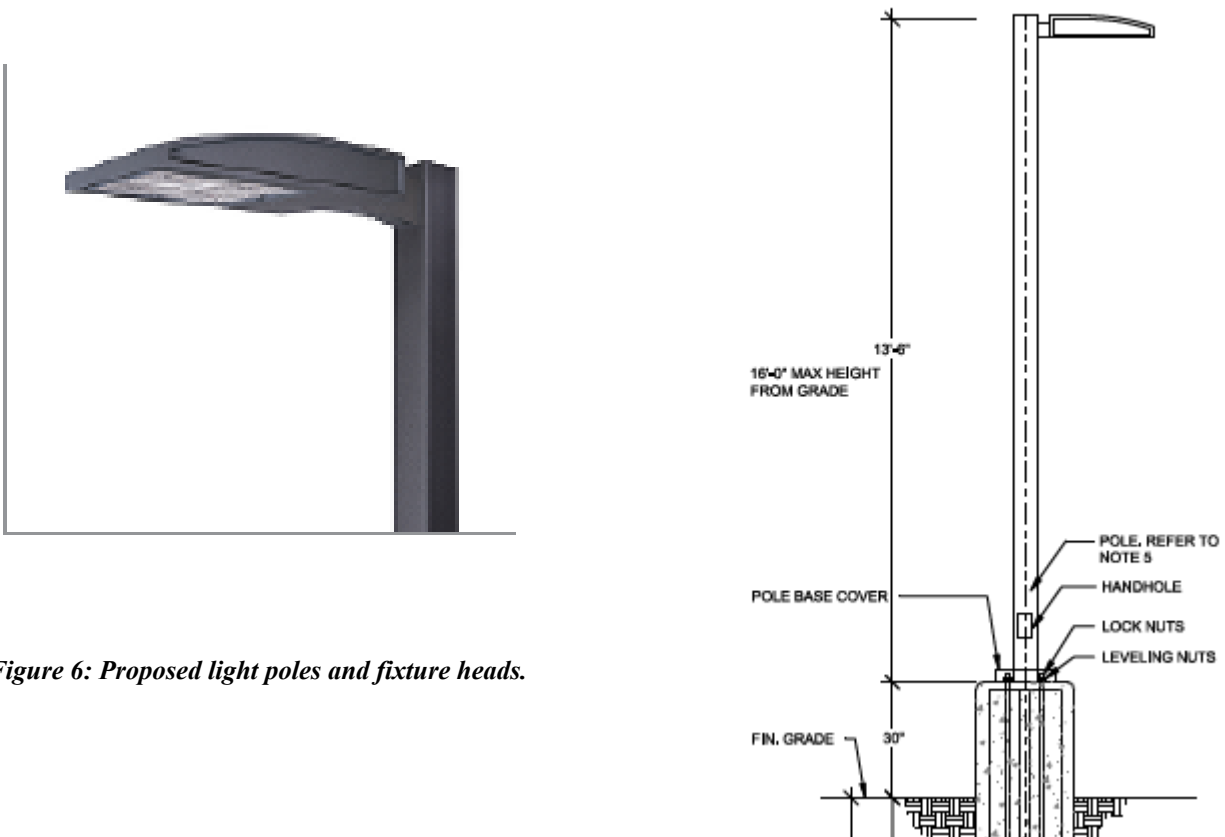


Figure 6: Proposed light poles and fixture heads.

Exterior Elevations Design and Materials

The design of the grocery store building and the multi-tenant retail building, as well as the parking garage, all use the same color palette, materials and similar design elements in a modern style which provide a cohesive development for Lot 1. The primary material for all three structures is a light neutral toned brick material (BR-3a) with a variety of accent materials and colors including a medium neutral toned brick (BR-2a), a dark charcoal grey brick (BR-1a), horizontal faux wood plank siding (WD-1), dark charcoal grey fiber cement wall panels (FCP-1), light grey ribbed architectural metal wall panels and split faced CMU in dark charcoal grey and a light neutral. Final colors will be reviewed and approved by staff prior to issuance of permits. The use of the split face CMU material is limited to the foundation and less visible areas of the buildings such as the loading areas or back sides of the buildings and in a limited capacity as an accent material on the primary façade of the retail building. The color palette is consistent with what was proposed in the Site Concept Plan and the requirements of Attachment B, Section I.

Section I.2. Architectural Elements, of Attachment B states that building facades should be articulated by using color, arrangement or change in materials to emphasize the facade elements. The planes of the exterior walls may be varied in height, depth or direction. Extremely long facades shall be designed with sufficient building articulation and landscaping to avoid a monotonous or overpowering appearance. The primary façades of both buildings include a variety of articulation including the use of window patterns, entry elements with plan breaks and material and color changes that help to break up the large buildings. Staff has requested additional attention be given to the north elevation of the grocery store building and the northeast corner of the retail building to provide additional design elements to help visually break up the massing of the large expanse of uninterrupted wall plane. The submitted architectural plans will be modified further to address these concerns. The revisions for these elements will be presented at the

meeting for further discussion. Updated conditions of approval will be required based on these revisions to the exterior elevations.

EXTERIOR FINISH LEGEND

	BR-1a COLOR: SIZE: BRICK DARK CHARCOAL GREY THICKNESS OR DEPTH VARIES		WD-1 COLOR: HORIZONTAL FAUX WOOD PLANK SIDING WARM WOODTONE
	BR-1b COLOR: SPLIT FACE MASONRY DARK CHARCOAL GREY		FCP-1 COLOR: FIBER CEMENT/PHENOLIC ARCHITECTURAL WALL PANEL DARK CHARCOAL GREY
	BR-2a COLOR: SIZE: BRICK MEDIUM NEUTRAL TONE THICKNESS OR DEPTH VARIES		MP-1 COLOR: RIBBED ARCHITECTURAL METAL WALL PANEL LIGHT GREY
	BR-3a COLOR: SIZE: BRICK LIGHT NEUTRAL TONE THICKNESS OR DEPTH VARIES		AM-1 COLOR: ARCHITECTURAL METAL STANDING SEAM ROOF, CANOPIES, & FASCIA BLACK
	BR-3b COLOR: SPLIT FACE MASONRY LIGHT NEUTRAL TONE		

Figure 7: Proposed exterior materials.

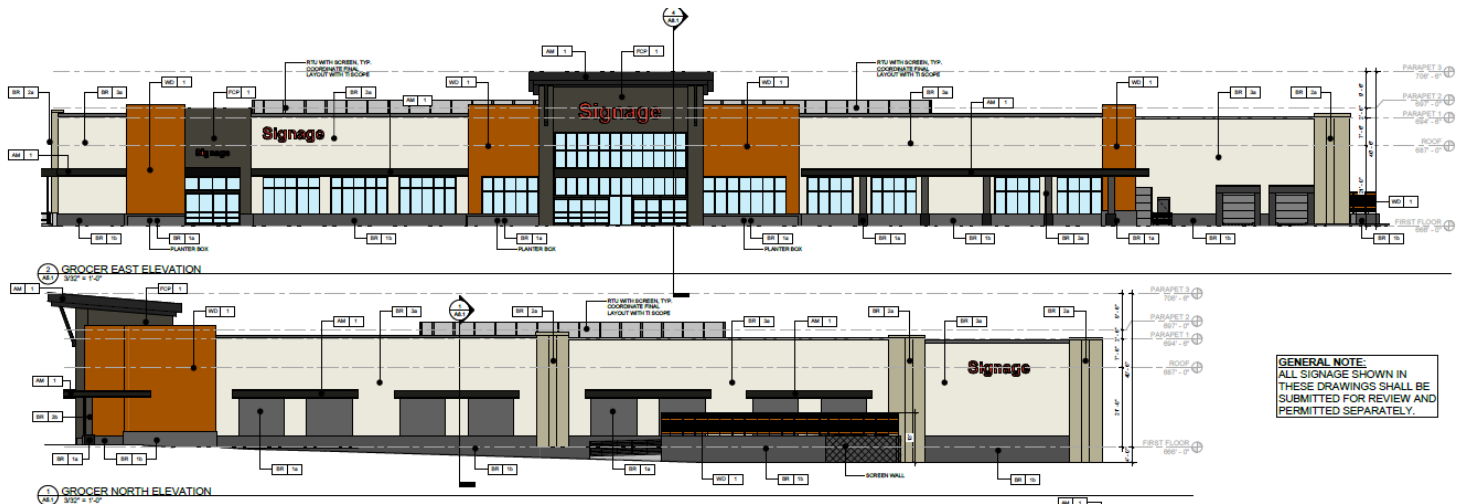


Figure 8: Grocer east and north elevations.

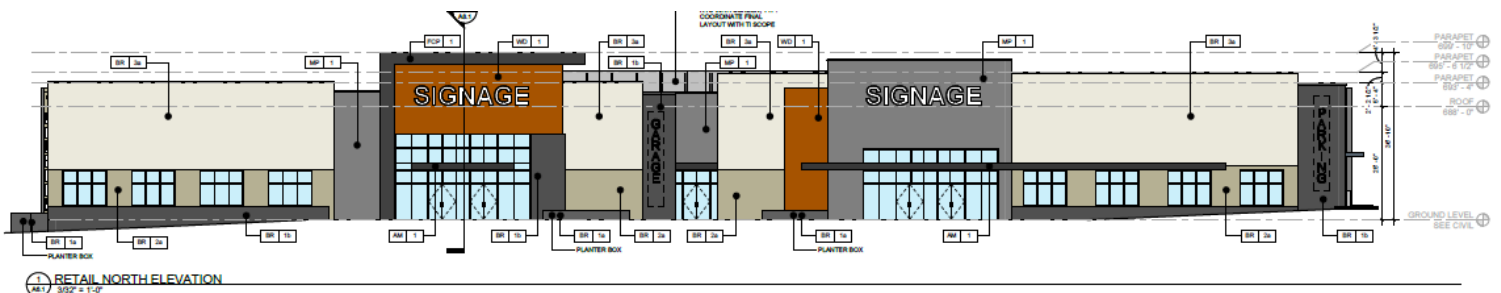


Figure 9: Grocer east and north elevations.

Loading Requirements

Attachment B, Section E.2. Loading Requirements, allows trash collection facilities to be located in the same areas as the location of the general deliveries as long as the loading areas are located at the side or rear of the tenant spaces. The loading areas for both buildings are placed on the side elevations and provided with solid CMU screening walls of the same material as the building to the extend the entire length of a semi-truck with additional screening height provided with wooden elements for a total height of 13 feet to block the delivery trucks. Landscaping is provided to screen the loading areas in both locations and is discussed with the landscaping plan.

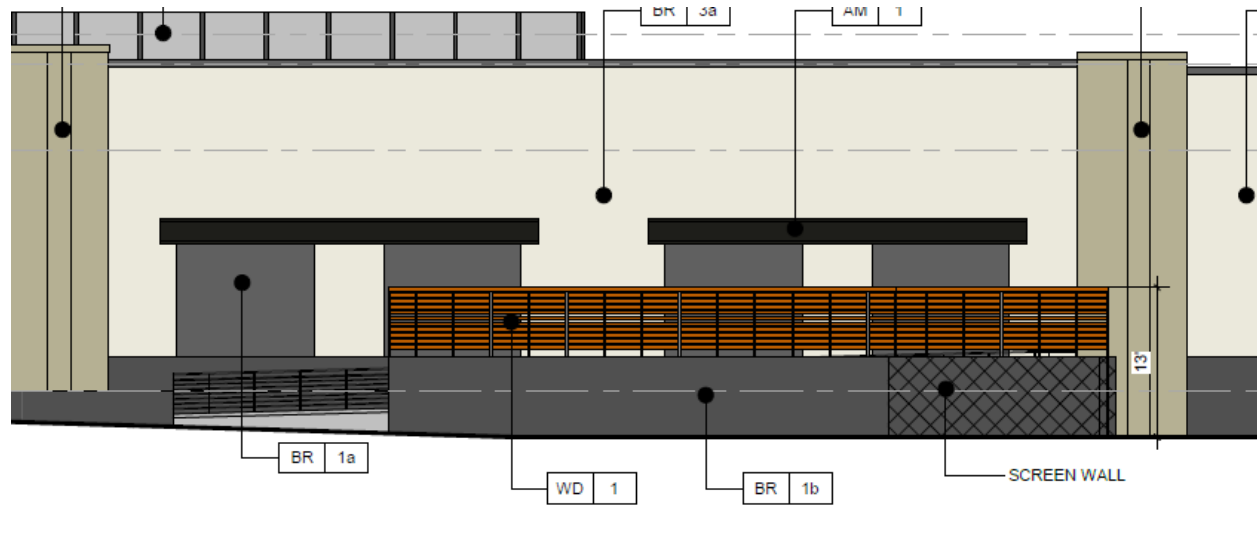


Figure 10: Grocer north elevation loading dock.

Parking Garage

The two-level structured parking garage is proposed to be made of the same materials and design as that of the adjacent buildings. The columns will match in design and brick material to the column elements on both buildings and the base will include the same dark charcoal grey split face CMU material as the foundations. The parking garage walls will be made of the same light-colored brick as the primary material of both buildings and will be a minimum of 42-inches tall in order to minimize headlight glare. Staff reviewed two previous parking garage wall heights at First Bank and Mercy Hospital which were both approved at 42-inches.

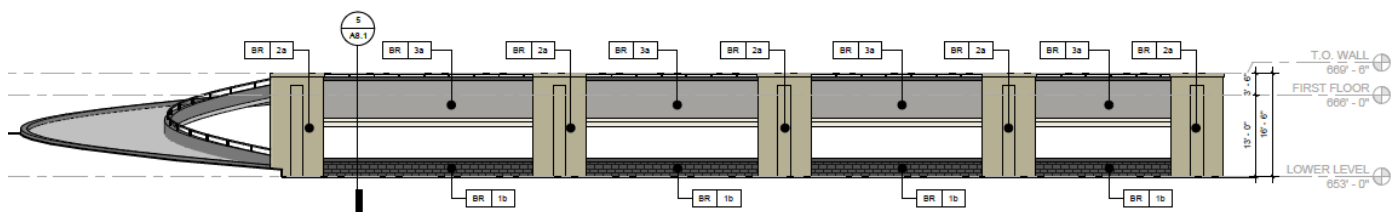


Figure 11: Parking garage south elevation.

Parking Requirements

The required parking for this development is guided by Attachment B, Section E. *Parking and Loading Requirements*. The required parking for the entire Olia Village PMD District is determined collectively for the entire District and not on an individual lot or sub-district basis. The required parking is calculated cumulatively per phase of development based upon the sum of the square footage of individual land uses

at the rate required by the City of Creve Coeur Zoning Code with a 15% reduction in the total number of spaces for all districts except for Sub-District Category D-Lot 16, which is the residential development component. Between the grocery store building and the retail building there is a total of 105,884 square feet of floor area. Section 405.820.F.4 requires 4 parking spaces per 1,000 square feet of floor area for General Retail Establishments and Attachment B, Section E.a.i. allows for a 15% reduction in this number. Following these requirements, 360 parking spaces are required for these uses and 437 parking spaces are provided between the at-grade surface parking lot, the two-story parking garage and the parking garage on the lower level of the retail building.

Parking for Lot 1 will be shared between the grocer and the retail building. The parking garage has two levels with elevator and stairway access from the lower level of the garage to the store entrances on the ground level. The parking extends underneath the retail building with two vehicular entrances. In discussions with the applicant, the grocery store tenant prioritizes the surface parking and agreements between the developer and the grocery store require a minimum number of surface spaces to be provided. This requirement as resulted in the reduction in size of the parking garage as shown in the Site Concept Plan and has been extended to continue under the retail building. The other factor is that the developer no longer believes that additional parking within this structure will be needed to meet the needs for future development of Lot 10. 11 EV Ready parking stalls are provided as required by Attachment B, Section M.5 and the new zoning code requirements in Section 405.860.

Pedestrian Access

6-foot-wide sidewalks are provided adjacent to the surface parking lot along both Vintage Avenue and Arbor Way in accordance with the Pedestrian Plan sheet in the approved Site Concept Plan. Sidewalks are also provided in front of both buildings ranging in width from 5 to 19 feet. Pedestrian crosswalk access areas connecting the sidewalks across driveways into the site and garage structure and in front of the stores will be differentiated with a change in material. This material has not yet been determined and staff has added a condition of approval for Staff review of a final cross walk material.

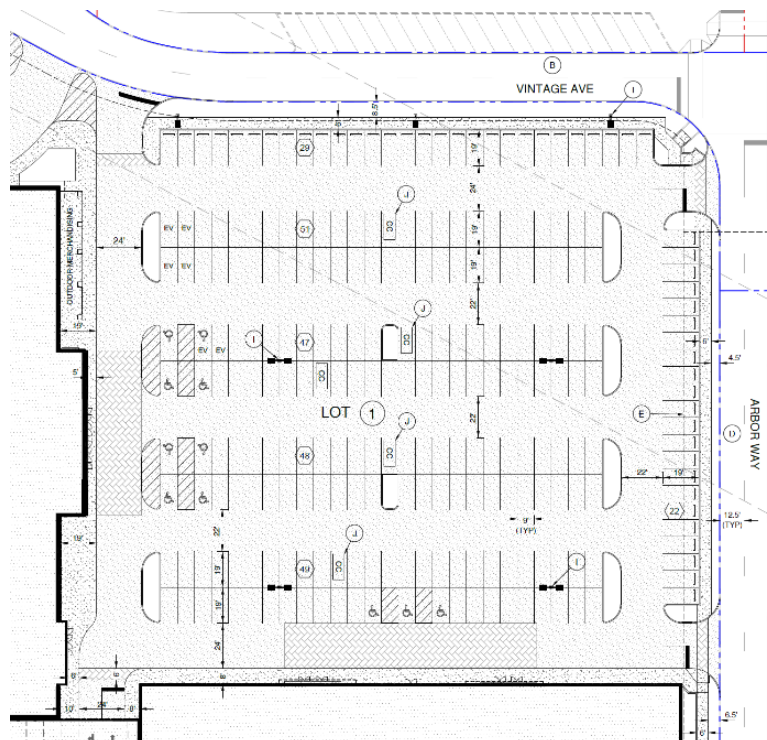


Figure 12: Sidewalks on Lot 1.

Stormwater

Stormwater collection has been designed for the entire Olia Village development in the form of multiple detention basins and is part of the scope of work for Phase 1 with construction on-going. The Site Development Plan includes a Grading Plan for Lot 1. The applicant has also submitted the project for MSD review and compliance. According to the applicant, the location of the City of St. Louis water pipes that run diagonally through Lot 1 impact the kind of stormwater measures can be implemented on the site. The grading plan shows the site will be graded so that stormwater will be directed to the southeastern portion of the lot where the sewer outlet is located. Once collected in the storm sewer outlet, the water will be piped off of Lot 1 to Detention Pond 2 within Common Ground 2. Although the proposed stormwater mitigation measures are compliant with the requirements of city code Chapter 425, *Stormwater Regulations*, and the approved stormwater plans for the entire development, Public Works staff has expressed concerns that only one sewer inlet is proposed to service the surface parking lot due to concerns of puddling on site in large storm events if the drain were to be blocked. Staff has added a condition of approval to address this concern to the satisfaction of the Department of Public Works when site improvement permits are submitted to the City.

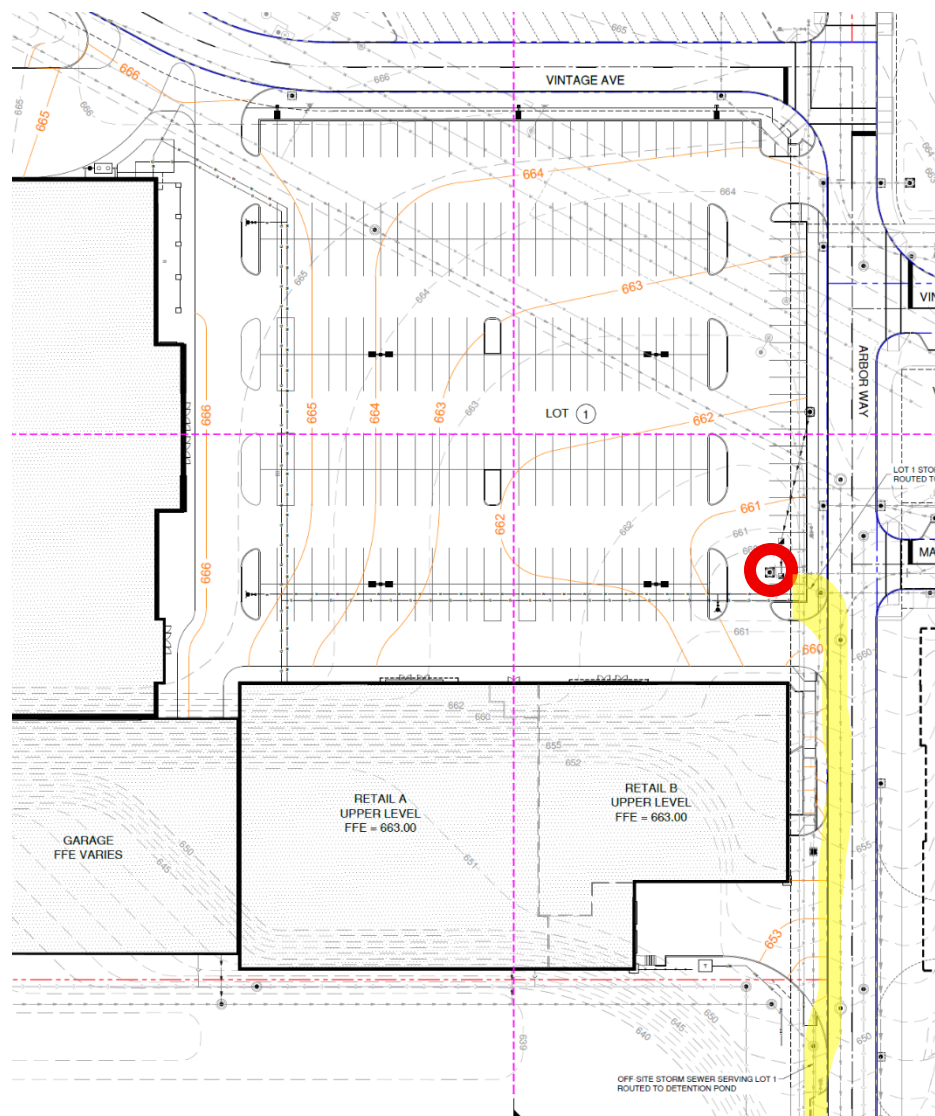


Figure 9: Proposed storm drain shown in red piped to detention pond 2.

Miscellaneous

The parking lot will contain shopping cart corrals, customary to shopping centers with grocery stores, which represent a standard metal design. In addition, the plans show an area underneath the canopy of the grocery store near the entrance for display of seasonal outdoor merchandise such as flowers and garden items.

CONCLUSION AND RECOMMENDED CONDITIONS OF APPROVAL

Staff finds that the Lot 1 Site Development Plan substantially meets with the approved Olia Village Site Concept Plan and the requirements of Attachment B, as well as with the applicable Zoning Regulations, subject to the following conditions and any further discussion by the Planning and Zoning Commission. After review of the proposal, if the Planning and Zoning Commission finds that the Application is in conformance with the Site Concept Plan, the requirements of Attachment B and the applicable Zoning Code requirements, it may vote on a recommendation to the City Council with any changes discussed and made by separate actions.

The following are the recommended conditions of approval for the Lot 1 Site Development Plan:

1. The Applicant shall submit Site Improvement Plans, showing all exterior grading and site improvements, to the Department of Public Works for review, as required by Section 410.380 of the Subdivision and Land Development Regulations (Subdivision Code). The Site Improvement Plans shall be in substantial conformance with the "Site Development Plans," September 12, 2025, as bound together and submitted in conjunction with Application #25-026 by Gray Design Group except as modified below.
2. The Applicant is required to submit a Building Permit application, as required by Article II of the Building Code. Exterior elevations shall be in substantial conformance with the Elevations received September 12, 2025, as bound together and submitted in conjunction with Application #25-026 by Gray Design Group, except as modified below.
3. Final exterior building material sample colors to be approved by staff prior to the issuance of any permits.
4. A Final Landscaping Plan shall be submitted with the Building Permit for Staff Review in substantial conformance with the Landscaping Plan submitted September 12, 2025, except as amended below and the landscaping of the retaining wall within the western buffer yard shall match the approved Phase 1 Buffer Planting Plan dated December 19, 2024. All landscaping shall be maintained per the approved Landscape Plan and any vegetation that is totally or predominantly dead and/or disfigured due to disease or injury shall be replaced as needed and in a prompt and workmanlike manner as dictated by accepted horticultural standards.
5. All landscaping islands must have a mix of trees and shrubs for a consistent appearance throughout the parking lot.
6. Additional evergreen trees shall be provided adjacent to the garage ramp to provide additional headlight screening for staff approval.
7. Any landscaping alterations deviating from the approved Landscaping Plan shall be reviewed by Planning staff and if substantially different shall require Planning and Zoning approval in form of an amendment to the Landscaping Plan.
8. Pedestrian crosswalk material to be approved by staff prior to the issuance of any permits.
9. All lighting shall comply with Section 405.680 Lighting of the Zoning Ordinance or Section H. Light Requirements of Attachment B, as appropriate, and the provided photometric plan for the entire site submitted for review on September 12, 2025.
10. Any ground or roof mounted mechanical equipment installed for the site shall be properly screened with approved materials pursuant to Attachment B, Section I.6. with final design and material selections approved by staff.
11. All signs and banners shall be in conformance with the Master Sign Plan for the development to be reviewed and approved at a future date.

12. Any future enlargement, extension, expansion or alteration in the use of the structures or site must be approved by the Planning and Zoning Commission or if required City Council before a Building Permit for the enlargement, expansion or alteration may be issued.
13. Any transfer of ownership or lease of the property shall include in the transfer or lease agreement a provision that the purchaser or lessee agrees to be bound by the approved Site Development Plan for the property and the conditions herein set forth, and written confirmation thereof signed by the new owner or lessee shall be filed with the City at the time of such transfer or lease. Failure to comply with this provision shall not excuse anyone from these conditions.

ACTION

If the Planning and Zoning Commission finds the Site Development Plan application and proposed Draft Resolution to be in conformance with the Site Concept Plan, regulations of the Zoning Code and Attachment B, it may vote on a recommendation to the City Council. Any changes to the motion or Draft Resolution should be discussed and made by separate actions.

MOTIONS

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

“I move to recommend approval of the Site Development Plan for Olia Village Lot 1 at 10300 Olive Boulevard, and draft resolution subject to the conditions discussed in the Staff Report for the meeting of September 15, 2025” (conditions may be added, eliminated, or modified by preceding motion).

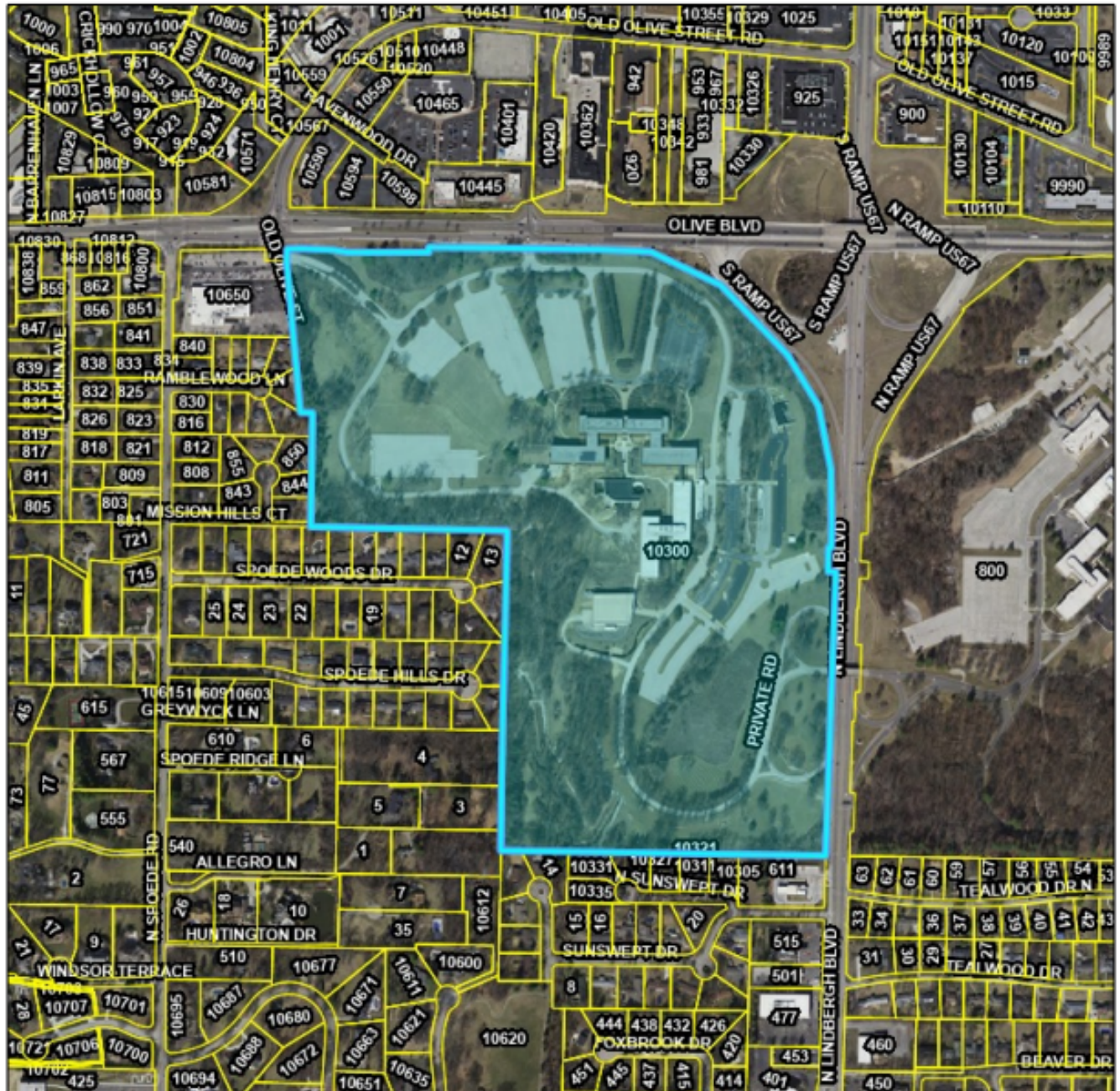
APPENDIX 1: COMPREHENSIVE PLAN

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

APPENDIX 2: ZONING CODE

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

Aerial Photo



City Limits

Parcels

April 23, 2025



Prepared By

HORNER & SHIFFRIN

APPENDIX 4: SITE PHOTOGRAPHS		Date Taken: 9/11/25
	Description: Existing conditions of location of Lot 1 showing Phase 1 site work as viewed from north of Olive Bouvard.	
		Description: Ongoing site work for Olia Village.
		Description:

RESOLUTION NO. 1827

A RESOLUTION APPROVING THE SITE DEVELOPMENT PLAN FOR LOT 1 WITHIN THE OLIA VILLAGE PLANNED MIXED-USE ZONING DISTRICT LOCATED AT 10300 OLIVE BOULEVARD

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

WHEREAS, Section 405.390(G) of the Zoning Code states that Site Development Plans within Planned Zoning Districts shall be submitted for each specific building or phase within the project, for review by the Planning and Zoning Commission and approval by resolution of the City Council; and

WHEREAS, an application was submitted by Matthew Pfund of Jack Matthews Development, on behalf of 10300 Olive LLC, for a Site Development Plan for Lot 1 within the Olia Village Planned Mixed-Use Zoning District; and

WHEREAS, the Planning and Zoning Commission reviewed and, by a 7-0 vote, recommended approval of the request, subject to the conditions contained herein, at its meeting on September 15, 2025; and

WHEREAS, all parties desiring to be heard, either for or against said application, were given an opportunity to be heard, and a copy of the proposed resolution has been made available for public inspection prior to its consideration by the Council; and

WHEREAS, the City Council finds that the application is in substantial conformance with the approved Site Concept Plan, the development standards outlined in Attachment B and all applicable requirements of Olia Village Planned Mixed-Use Zoning District as provided by Amended Ordinance No. 5862, when subject to certain conditions set forth herein:

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

Section 1: The Olia Village Planned Mixed-Use Development Lot 1 Site Development Plan is approved subject to the following conditions:

1. All requirements of Amended Ordinance No. 5862 as they may apply to this Site Development Plan shall remain in effect.
2. The Applicant shall submit Site Improvement Plans, showing all exterior grading and site improvements, including storm water mitigation, to the Department of Public Works for review, as required by Section 410.380 of the Subdivision and Land Development Regulations (Subdivision Code). The Site Improvement Plans shall be in substantial conformance with the "Site Development Plans," September 15, 2025, as bound together and submitted in conjunction with Application #25-026 by CMT and Gray Design Group, except as modified below and as directed by the Department of Public Works.
3. The Applicant is required to submit a Building Permit application, as required by Article II of the Building Code. Exterior elevations shall be in substantial conformance with the Elevations received September 15, 2025, as bound together and submitted in conjunction with Application #25-026 by Gray Design Group, except as modified below.
4. Final exterior building material sample colors to be approved by staff prior to the issuance of any permits.

RESOLUTION NO. 1827

5. A Final Landscaping Plan shall be submitted with the Building Permit for Staff Review in substantial conformance with the Landscaping Plan prepared by Loomis Associates and submitted September 15, 2025, except as amended below and the landscaping of the retaining wall within the western buffer yard shall match the approved Phase 1 Buffer Planting Plan dated December 19, 2024. All landscaping shall be maintained per the approved Landscape Plan and any vegetation that is totally or predominantly dead and/or disfigured due to disease or injury shall be replaced as needed and in a prompt and workmanlike manner as dictated by accepted horticultural standards. An underground irrigation system for the landscaped areas shall be provided as required in Section I. F.1.g. of Attachment B.
6. All landscaping islands must have a mix of trees and shrubs for a consistent appearance throughout the parking lot.
7. Additional evergreen trees shall be provided adjacent to the garage ramp to provide additional headlight screening for staff approval.
8. Any landscaping alterations deviating from the approved Landscaping Plan shall be reviewed by Planning staff and if substantially different shall require Planning and Zoning approval in form of an amendment to the Landscaping Plan.
9. Pedestrian crosswalk material to be approved by staff prior to the issuance of any permits.
10. Exterior building lighting shall be provided on the rear (west elevation) of the grocer building. All lighting shall comply with Section 405.680 Lighting of the Zoning Ordinance or Section H. Light Requirements of Attachment B, as appropriate, and the provided photometric plan for the entire site submitted for review on September 15, 2025.
11. Any ground or roof mounted mechanical equipment installed for the site shall be properly screened with approved materials pursuant to Attachment B, Section I.6. with final design and material selections approved by staff.
12. All signs and banners shall be in conformance with the Master Sign Plan for the development to be reviewed and approved at a future date.
13. Any future enlargement, extension, expansion or alteration in the use of the structures or site must be approved by the Planning and Zoning Commission or if required City Council before a Building Permit for the enlargement, expansion or alteration may be issued.
14. Pursuant to Section 405.390.K.2., the Lot 1 Site Development Plan and Resolution shall be recorded in the office of County Recorder of Deeds and proof of recording shall be provided to the City prior to any permits being issued.
15. The Lot 1 Site Development Plan as herein approved shall be valid for 12 months from the date hereof, subject to the provisions of Section 405.390.N.

Section 2: This resolution shall become effective upon approval.

ADOPTED THIS 24th DAY OF SEPTEMBER, 2025.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE, MRCC
CITY CLERK

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3925 Blackburn Road
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E: matt@jackmatthewsdevelopment.com
C: Matt Pfund

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E: rsaunders@loomis-associates.com
C: Rusty Saunders

THE ENGENUITY
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P: 636.288.2670
E: amandab@theengenuity.com
C: Amanda Buchheit

OLIA VILLAGE - LOT 1

SITE DEVELOPMENT PACKAGE

Sub-District Category B

10300 Olive Boulevard, Creve Coeur, Missouri

GRAY DESIGN GROUP

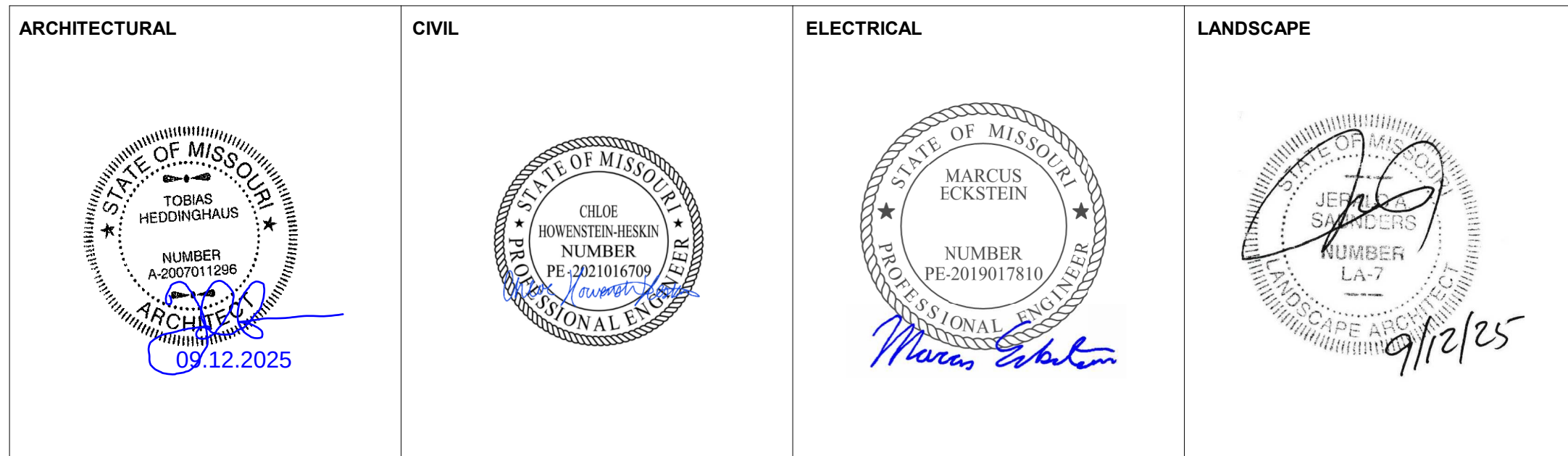
MO - Architectural Corporation No. 000653

Sunnen Drive, Suite 110
Saint Louis, Missouri 63143
Telephone 314.646.0400
www.graydesigngroup.com

Contact:	Brian Paul
Produced By:	Matt Drewes
Reviewed By:	Brian Paul

No.	Description	Date
	SITE DEVELOPMENT PACKAGE	09.15.25

SEALS

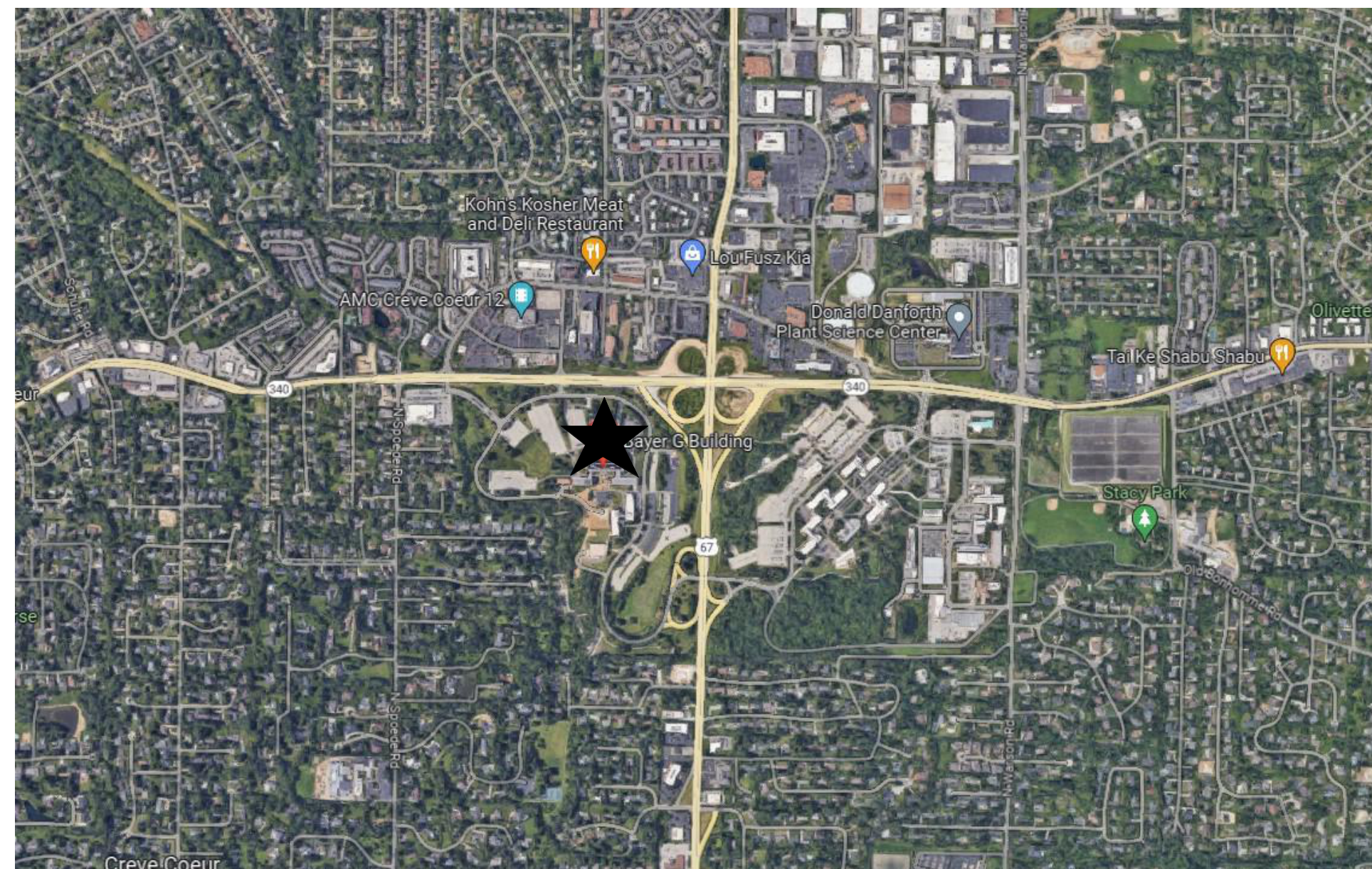


MSD Number for Phase 1 Permit Package 1B (Olia Village Site Preparation & Mass Grading) – 23MSD-00470
MSD Number for Phase 1 Permit Package 1C (Olia Village Site Preparation & Mass Grading) – 24MSD-00166
MSD Number for Lot 1 Development (pending – to be assigned when final design/permit plans prepared)

SHEET INDEX

[illegible]

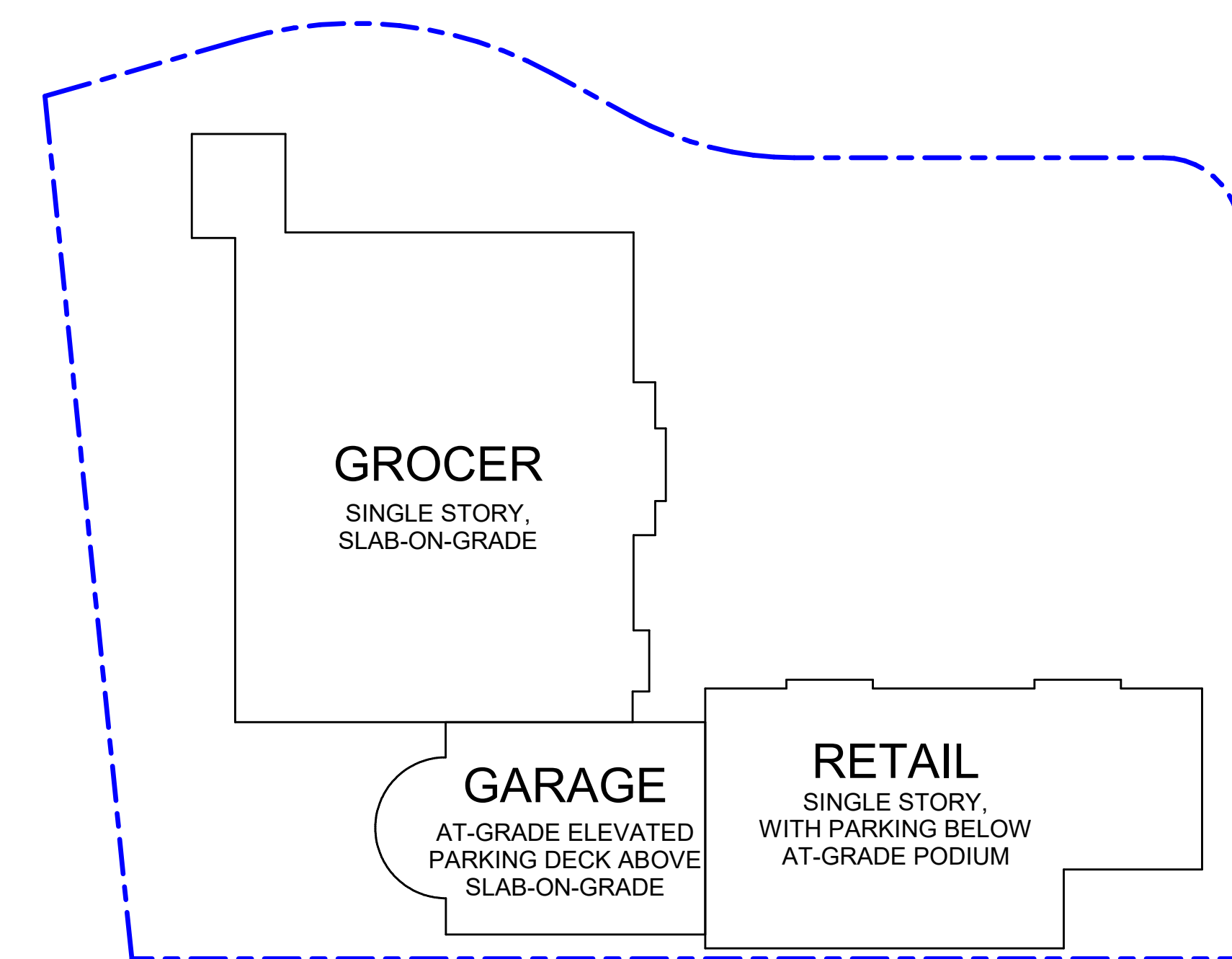
LOCATION MAP



CODE BLOCK

BUILDING CODES ARCHITECTURAL: 2021 INTERNATIONAL BUILDING CODE, WITH CREVE COEUR FIRE PROTECTION DISTRICT AMENDMENTS. MECHANICAL: 2015 INTERNATIONAL MECHANICAL CODE PLUMBING: 2015 UNIFORM PLUMBING CODE, WITH ST LOUIS COUNTY APPENDIX M FIRE: 2021 INTERNATIONAL FIRE CODE, WITH CREVE COEUR FIRE PROTECTION DISTRICT AMENDMENTS ENERGY: 2015 INTERNATIONAL ENERGY CONSERVATION CODE FUEL GAS: 2015 INTERNATIONAL FUEL GAS CODE																																							
USE GROUP PODIUM RETAIL BUILDING PRIMARY OCCUPANCY: M MERCANTILE RETAIL STORES (309.1) GROCER PRIMARY OCCUPANCY: M MERCANTILE RETAIL (309.1) SECONDARY OCCUPANCY(S): B BUSINESS KITCHENS / OFFICES (304.1) S-2 LOW-HAZ STORAGE STOCK ROOM / RECEIVING (311.3) PARKING GARAGE PRIMARY OCCUPANCY: S-2 LOW-HAZ. STORAGE PARKING GARAGE (311.3)																																							
TYPE OF CONSTRUCTION TYPE OF CONSTRUCTION: PODIUM RETAIL BUILDING: TYPE IA (LOWER LEVEL) GROCER: TYPE IIB (GROUND LEVEL) PARING GARAGE: TYPE IIB SPRINKLER STATUS: FULLY SPRINKLERED (903.2.8) LOWER LEVEL PODIUM: NFPA 13																																							
SEISMIC DESIGN: C																																							
PARKING CALCULATIONS																																							
PARKING SPACES REQUIRED: RETAIL USES: GROCER (67,385SF) + RETAIL (38,499SF) = 105,884SF TOTAL 4 PARKING SPACES PER 1,000 SF OF RETAIL FLOOR AREA (CITY ORDINANCE 405.820, F, 4) WITH 15% REDUCTION (OLIA VILLAGE ORDINANCE, ATTACHMENT B.E.1.a.i) . (4 SPACES x 105,884/1,000sf) x .85% = 360 REQUIRED SPACES.																																							
PARKING: SPACES REQUIRED: 360 PARKING SPACES SPACES PROVIDED: 436 ACTUAL TOTAL 18'x9' PARKING SPACES (ADA INCL.)																																							
ADA PARKING SPACES (TABLE 1106.2 & 1106.6): REQUIRED 1106.2: 301 - 400 SPACES: TOTAL REQUIRED: 8 ADA STALLS TOTAL PROVIDED: 13 TOTAL 11 STANDARD ADA STALLS 2 VAN ACCESSIBLE STALLS.																																							
LOADING DOCK USES: REQUIRED: 1 LOADING SPACE AND 1 LOADING ZONE FOR 50,000 - 150,000 sf OF NON-RESIDENTIAL OR NON-OFFICE USES(OLIA VILLAGE ORDINANCE E.2.C.2.a.iii). (105,884SF NON-RESIDENTIAL USE) = 1 LOADING SPACE & 1 LOADING ZONE PROVIDED: (0) 12'w x 35'l x 14'l LOADING SPACES (4) 12'w x 60'l x 14'l LOADING ZONES																																							
PARKING SPACE TABULATION: <table border="1"> <thead> <tr> <th>LEVEL:</th> <th>STALLS</th> <th>ADA STALLS</th> <th>EV ADA STALLS</th> <th>ELECTRIC VEHICLE</th> <th>ON-STREET</th> <th>STREET ADA</th> <th>TOTAL EACH LEVEL (ADA STALLS INCL.):</th> </tr> </thead> <tbody> <tr> <td>GROUND LEVEL:</td> <td>269</td> <td>8 + 2 VANS</td> <td>1</td> <td>10</td> <td>-</td> <td>-</td> <td>290</td> </tr> <tr> <td>LOWER LEVEL:</td> <td>144</td> <td>2</td> <td>0</td> <td>-</td> <td>-</td> <td>-</td> <td>146</td> </tr> <tr> <td>TOTAL:</td> <td>413</td> <td>12</td> <td>1</td> <td>10</td> <td>-</td> <td>-</td> <td>436</td> </tr> </tbody> </table>								LEVEL:	STALLS	ADA STALLS	EV ADA STALLS	ELECTRIC VEHICLE	ON-STREET	STREET ADA	TOTAL EACH LEVEL (ADA STALLS INCL.):	GROUND LEVEL:	269	8 + 2 VANS	1	10	-	-	290	LOWER LEVEL:	144	2	0	-	-	-	146	TOTAL:	413	12	1	10	-	-	436
LEVEL:	STALLS	ADA STALLS	EV ADA STALLS	ELECTRIC VEHICLE	ON-STREET	STREET ADA	TOTAL EACH LEVEL (ADA STALLS INCL.):																																
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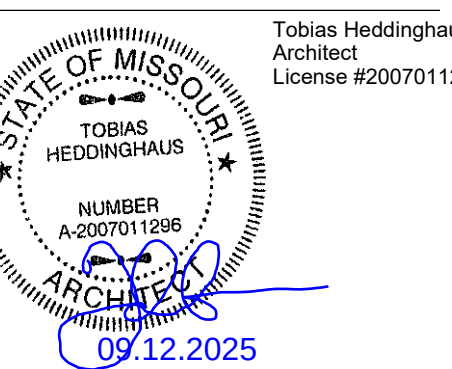
KEY PLAN



	Site Area		Gross Leasable	PMD Floor Area	Site Coverage	
	Acres	SF	Floor Area	Ratio	SF	%
Lot 1	7.54	328,246	105,884	0.323	138,953	42.3%
Lot 2	1.61	69,989	0	0.000	0	0.0%
Lot 3	1.20	52,298	0	0.000	0	0.0%
Lot 4	5.02	218,578	0	0.000	0	0.0%
Lot 5	1.27	55,538	0	0.000	0	0.0%
Lot 6	2.60	113,270	0	0.000	0	0.0%
Lot 7	3.11	135,269	0	0.000	0	0.0%
Lot 8	3.66	159,425	0	0.000	0	0.0%
Lot 9	2.09	90,979	0	0.000	0	0.0%
Lot 10	6.69	291,485	0	0.000	0	0.0%
Lot 11	2.46	107,241	0	0.000	0	0.0%
Lot 12	1.01	44,129	0	0.000	0	0.0%
Lot 13	5.82	253,547	0	0.000	0	0.0%
Lot 14	3.85	167,543	0	0.000	0	0.0%
Lot 15	3.48	151,443	0	0.000	0	0.0%
Lot 16	11.14	485,049	0	0.000	0	0.0%
Lot 17	2.11	92,125	0	0.000	0	0.0%
Park	0.68	29,699	0	0.000	0	0.0%
Common #1	0.64	27,727	0	0.000	0	0.0%
Common #2	16.79	731,478	0	0.000	0	0.0%
Common #3	0.19	8,492	0	0.000	0	0.0%
Common #4	2.20	95,693	0	0.000	0	0.0%
Common #5	0.76	33,203	0	0.000	0	0.0%
Common #6	1.93	84,090	0	0.000	0	0.0%
Right-of-Way	7.92	344,879	0	0.000	0	0.0%
Total	95.76	4,171,415	105,884	0.025	138,953	3.3%

Site Development Package:

COVER SHEET



gray®

Job: 123010

A0.1

9/12/2025 9:48:00 AM

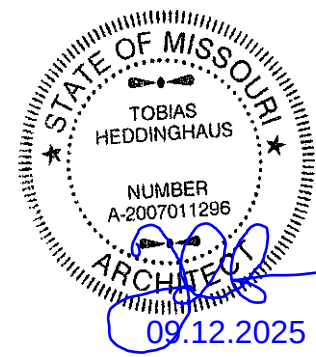


Contact:
Produced By:
Reviewed By:

No.	Description	Date
	SITE DEVELOPMENT PACKAGE	09.15.25

Site Development Package:
OLIA VILLAGE - LOT 1
10300 Olive Boulevard, Creve Coeur, Missouri

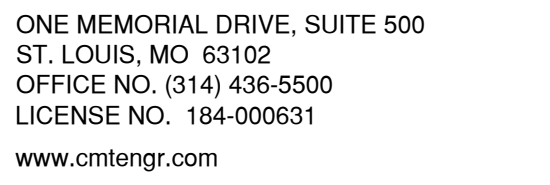
RENDERINGS



gray®

Job: 123010

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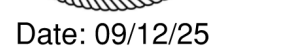


Contact:	
Produced By:	EMW
Reviewed By:	JFM

No.	Description	Date
	SITE DEVELOPMENT PLAN	09/15/

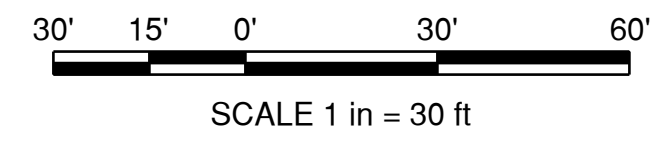
**SITE DEVELOPMENT PLAN FOR
OLIA VILLAGE - LOT 1**

10300 Olive Boulevard
Creve Coeur, Missouri



gray®

C1.01



 LOT LINE
 R.O.W. LINE
 ROADWAY (R.I.M.U.S.S.) EASEMENT

 PROPOSED LOT 1 BUILDING / PARKING GARAGE
 SEE ARCHITECTURAL PLANS

 SITE PAVEMENT
 (SECTION TBD DURING FINAL DESIGN)

 CONCRETE SIDEWALK

 CROSSWALK PAVEMENT
 (ALTERNATE PAVEMENT TO SITE PAVING)

1. **LEGAL DESCRIPTION:** LOT 1 OF OLJA VILLAGE CREVE COEUR SUBDIVISION, AS RECORDED BY DOCUMENT NUMBER 2023122100486, AND CONTAINING 328,246 SF (7.54 AC), MORE OR LESS.
2. **LOT 1 LIES WITHIN CATEGORY A - MIXED USE DEVELOPMENT** PER THE APPROVED SITE CONCEPT PLAN.
3. **SETBACKS:** CATEGORY B - MIXED USE SUB-DISTRICT
MINIMUM FRONT YARD - ZERO (0) FEET
MINIMUM SIDE YARD - ZERO (0) FEET
MINIMUM REAR YARD - ZERO (0) FEET
BUFFER YARD - NOT APPLICABLE INTERNALLY
RESIDENTIAL BUFFER/SETBACK - 50' BUFFER AND 25' SETBACK
(SEE PLAN FOR RESIDENTIAL BUFFER/SETBACK)
4. **STORMWATER COVERAGE SUMMARY:**

PI VALUE SUMMARY (PER MSD 15-YR STORM CRITERIA):

PI ROOF	= 4.60
PI IMPERVIOUS	= 3.54
PI PERVIOUS	= 1.70

LOT 1 SDF (THIS PLAN SET) STORMWATER COVERAGE SUMMARY:

ROOF	= 2.50 SF (33.2%)
IMPERVIOUS	= 3.22 SF (42.7%)
PERVIOUS	= 1.82 SF (24.1%)
TOTAL SITE	= 7.54 SF (100%)
COMPOSITE PI	= 3.45
Q ₁₀ VALUE	= 25.99 CFS (7.54 AC X 3.45)

MASS GRADING (PHASE 1) STORMWATER COVERAGE SUMMARY:

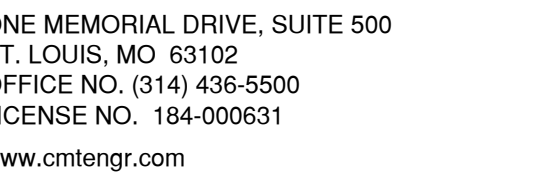
ROOF	= 3.19 SF (43.1%)
IMPERVIOUS	= 2.74 SF (37.2%)
PERVIOUS	= 1.45 SF (19.7%)
TOTAL SITE	= 7.37 SF (100%)
COMPOSITE PI	= 3.54
Q ₁₀ VALUE	= 26.83 CFS (7.37 AC X 3.64)

SINCE LOT 1 SDF Q₁₀ < PHASE 1 MASS GRADING Q₁₀, THE DETENTION BASIN CAPACITY AS DESIGNED IN THE PHASE 1 MASS GRADING PHASE SATISFIES THE REQUIRED DETENTION REQUIREMENTS OF THE LOT 1 DEVELOPMENT.

DRAINAGE REPORTS SPECIFIC TO THE LOT 1 DEVELOPMENT WILL BE PREPARED DURING THE PERMITTING PHASE OF THIS PROJECT WHICH WILL DOCUMENT THAT THE DESIGN MEETS THE APPLICABLE REQUIREMENTS.
5. **INTERIOR PARKING LOT LANDSCAPE SUMMARY:**
(PER OLIA ORDINANCE 5882 ATTACHMENT B, SECTION F.1.C)
PARKING LOT AREA = 9,281 SF
REQUIRED INTERIOR LANDSCAPE AREA = 1,846 SF
(10 SF PER 500 SF OF PAVED PARKING LOT)
PROVIDED INTERIOR LANDSCAPE AREA = 2,655 SF
6. **PARKING STALLS NOTED AS 'EV' ARE EV-READY.**

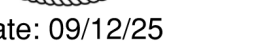
- (A) EXISTING 100' ST. LOUIS WATERMAIN EASEMENT
- (B) 50' BUFFER YARD (TYP)
- (C) 25' COMMERCIAL SETBACK (BEYOND BUFFER)
- (D) ADJACENT ROADWAYS SHOWN FOR INFORMATION ONLY (OFF-SITE INFRASTRUCTURE BY OTHERS)
- (E) ROADWAY IMPROVEMENT, MAINTENANCE, UTILITY, SEWER, SIDEWALK (R.I.M.U.S.S.) EASEMENT
- (F) EXISTING SITE RETAINING WALL
- (G) PAD-MOUNTED ELECTRICAL EQUIPMENT
- (H) TRASH DUMPSTER ENCLOSURE AREA
- (I) SITE LIGHTING FIXTURE AND POLE (TYP) - SEE LIGHTING PLANS
- (J) PROPOSED CATCH CORRAL (TYP) - SEE ARCH PLANS
- (K) MASONRY SCREEN WALL (SEE ARCH/LANDSCAPE PLANS)

NOT FOR
CONSTRUCTION



No.	Description	Date
1	TE DEVELOPMENT PLAN	09/15/2010

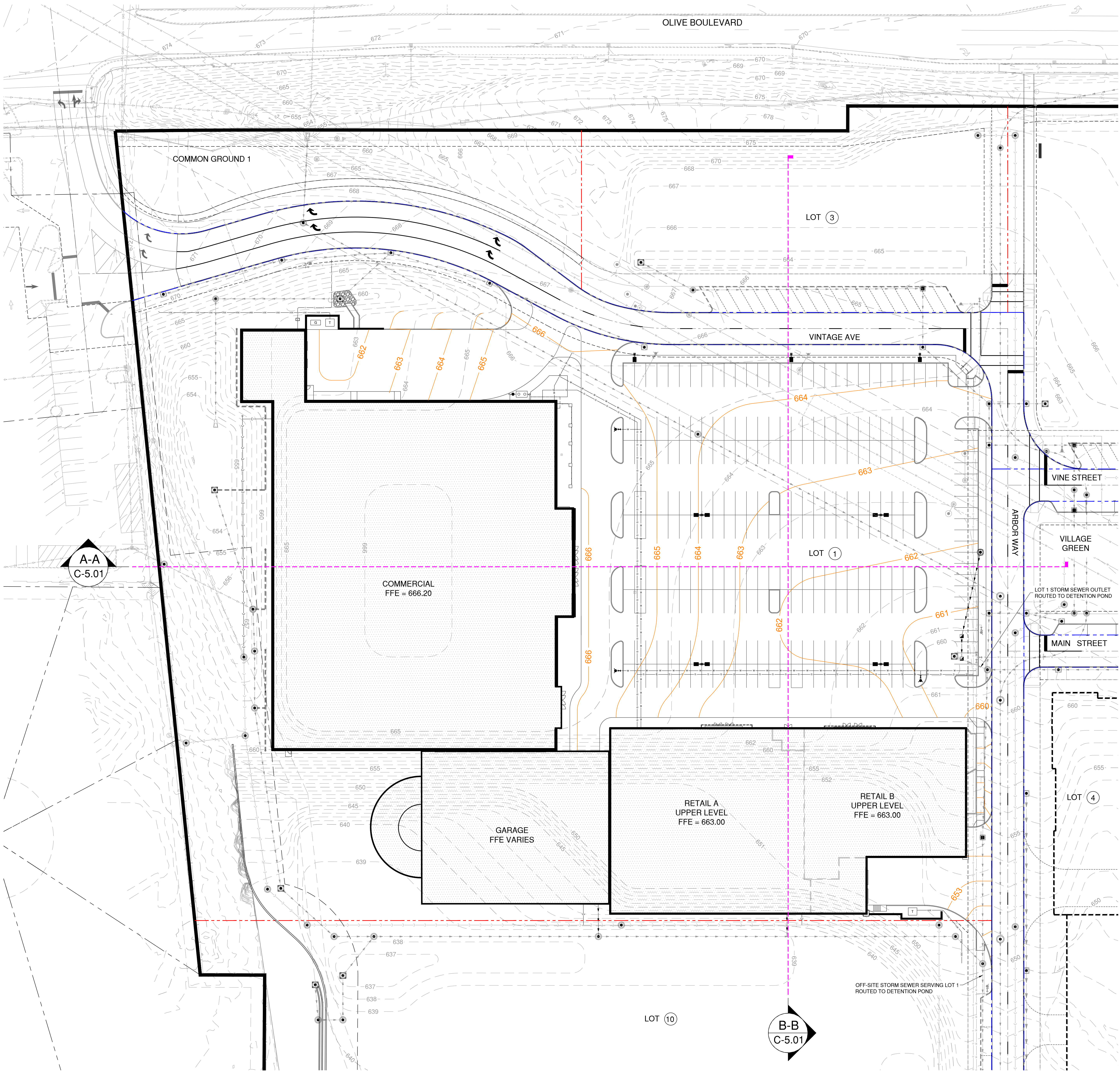
10300 Olive Boulevard
Creve Coeur, Missouri



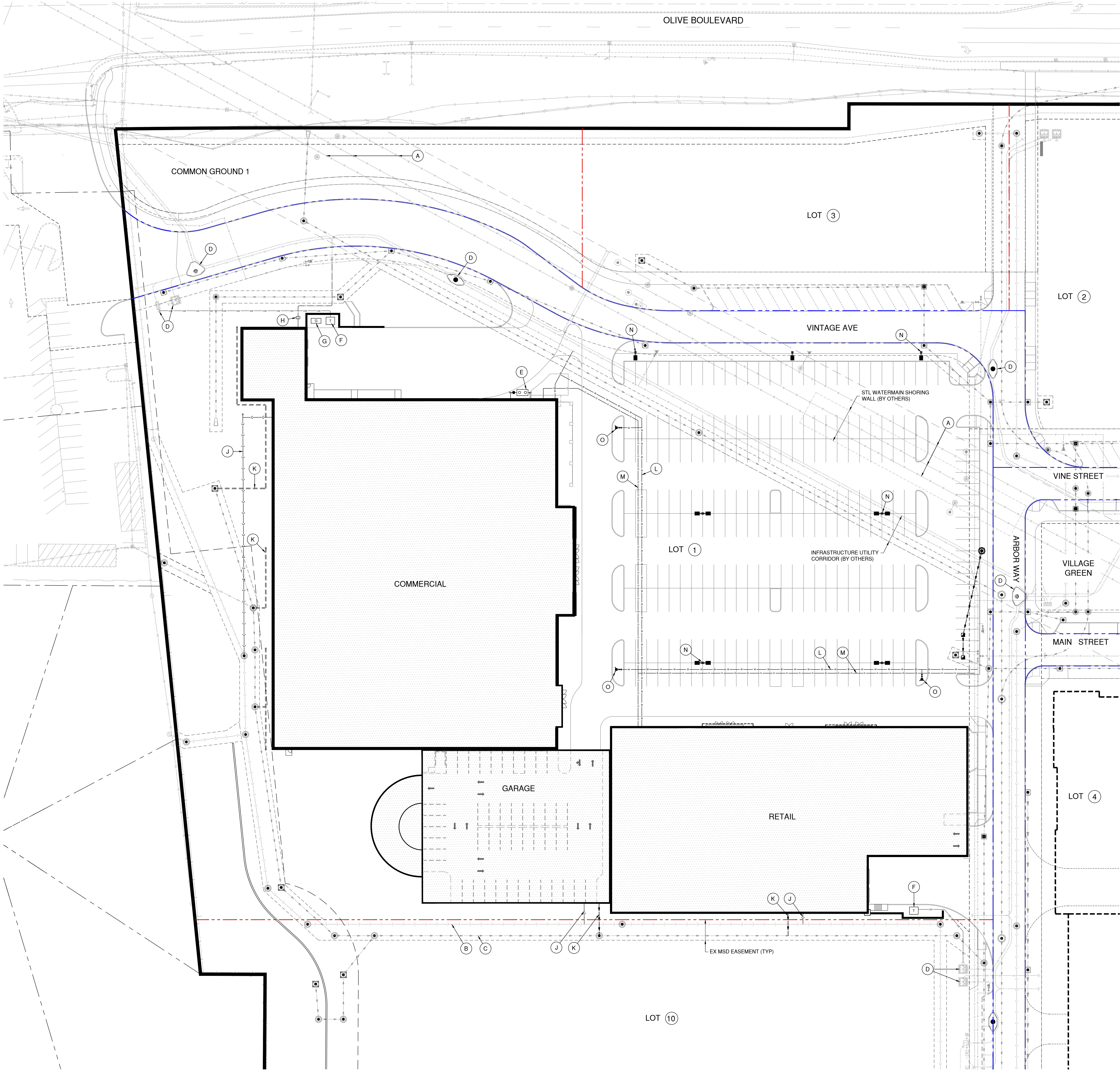
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C1.02

Page 339 of 710



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Date: Friday, September 12, 2025 9:42 AM



SCALE 1 in. = 30 ft.

LEGEND	
	LOT LINE
	R.O.W. LINE
	ROADWAY (R.I.M.U.S.S.) EASEMENT
	PROPOSED WATER LINE
	PROPOSED GAS LINE
	PROPOSED UNDERGROUND ELECTRIC LINE
	PROPOSED COMMUNICATIONS LINE
	PROPOSED STORM LINE
	PROPOSED SANITARY LINE

KEYNOTES	
(A)	EXISTING STL WATER CO. WATERMAIN CONDUITS
(B)	SANITARY SEWER SYSTEM (BY OLIA VILLAGE DEVELOPER)
(C)	STORM DRAINAGE SYSTEM (BY OLIA VILLAGE DEVELOPER)
(D)	ELECTRICAL SYSTEM (BY OLIA VILLAGE DEVELOPER)
(E)	PROPOSED GREASE TRAP
(F)	PROPOSED ELECTRIC TRANSFORMER
(G)	PROPOSED GENERATOR
(H)	PROPOSED COMMUNICATIONS VAULT
(L)	PROPOSED SANITARY SEWER
(K)	PROPOSED STORM DRAINAGE SYSTEM (TYP)
(I)	PROPOSED WATERMAIN
(M)	PROPOSED GAS SERVICE
(N)	SITE LIGHTING FIXTURE AND POLE (TYP) - SEE LIGHTING PLANS
(O)	PROPOSED FIRE HYDRANT

GRAY DESIGN GROUP

Gray Design Group, Inc. © 2024
No. Architectural Corporation No. 00053

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www.graydesigngroup.com

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

Contact:		
Produced By:	EMW	
Reviewed By:	JFM	
No.	Description	Date
	SITE DEVELOPMENT PLAN	09/15/25

SITE DEVELOPMENT PLAN FOR
OLIA VILLAGE - LOT 1

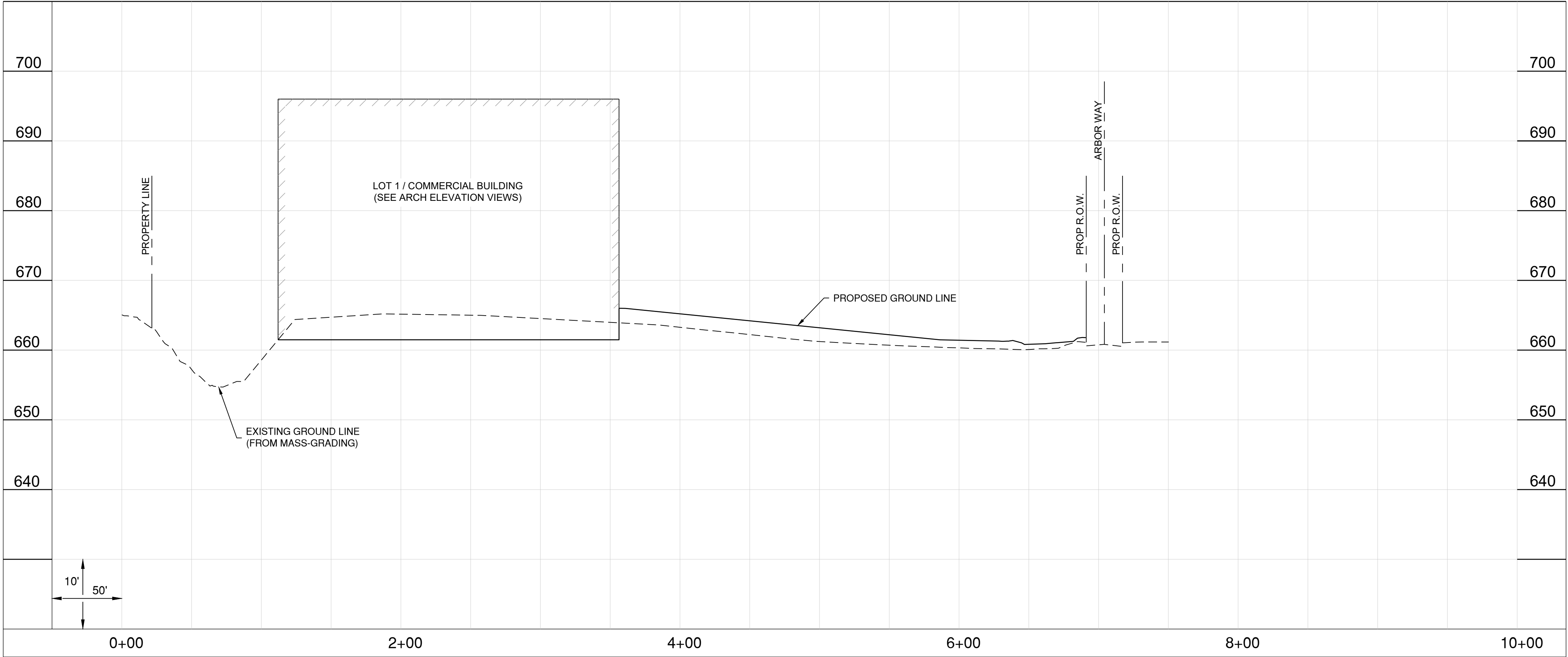
10300 Olive Boulevard
Creve Coeur, Missouri

UTILITY PLAN

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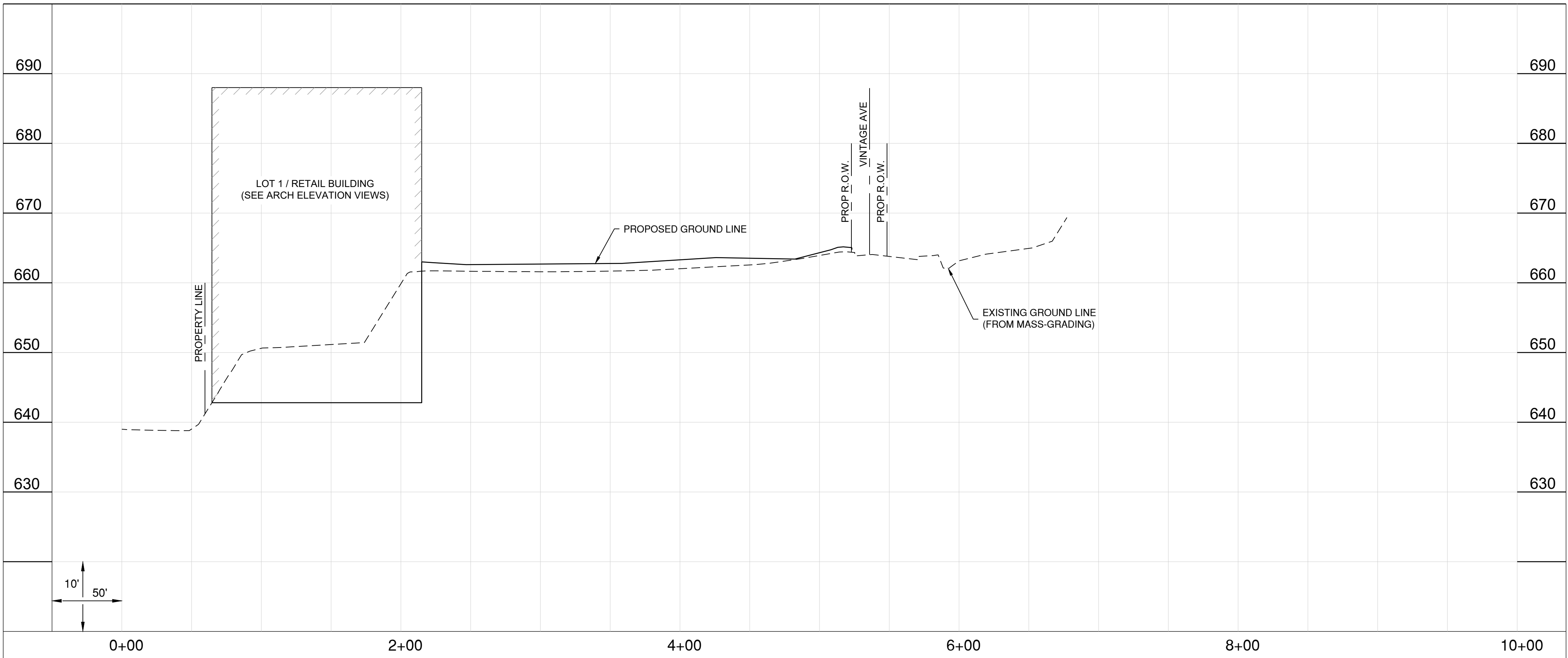
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CONSTRUCTION

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SECTION A-A

SEE GRADING PLAN FOR SECTION LOCATION



SECTION B-B

SEE GRADING PLAN FOR SECTION LOCATION

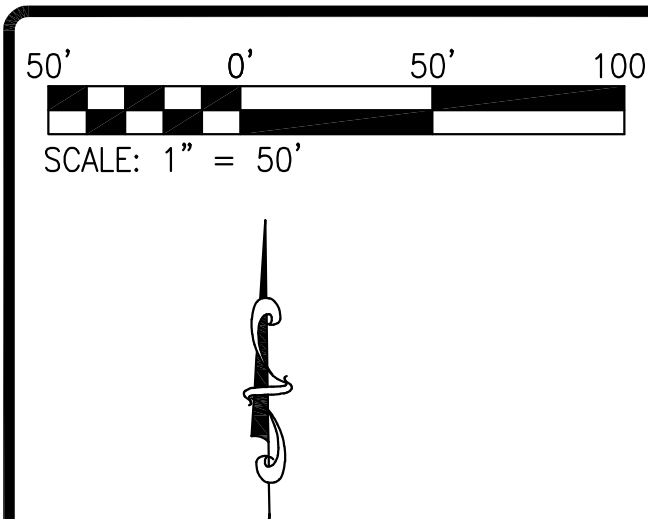
SITE DEVELOPMENT PLAN FOR OLIA VILLAGE - LOT 1

10300 Olive Boulevard
Creve Coeur, Missouri



Date: 09/12/25

SITE SECTIONS

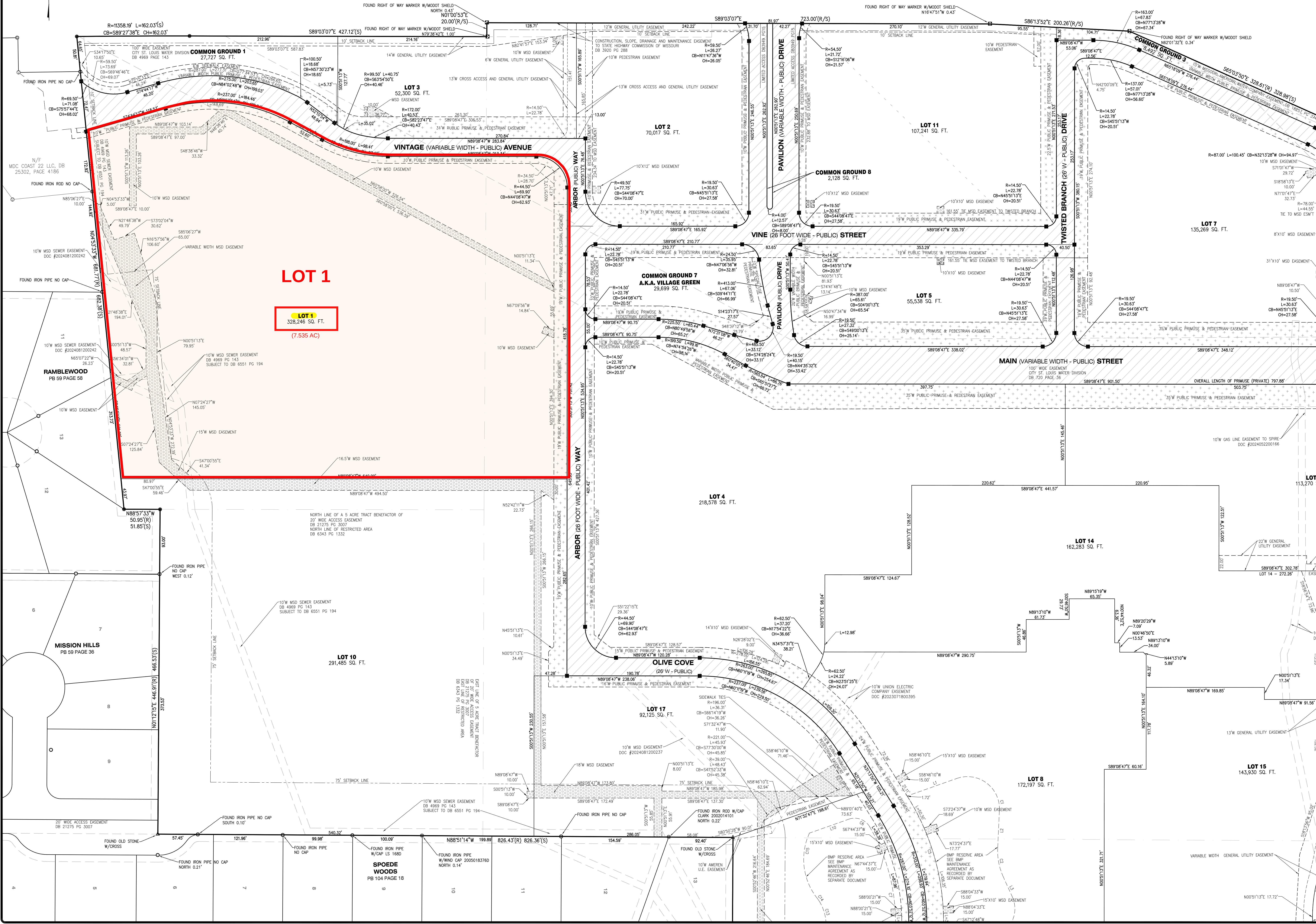


OLIA VILLAGE CREVE COEUR AMENDED, SUBDIVISION PLAT

AN AMENDED PLAT OF OLIA VILLAGE CREVE COEUR AS RECORDED IN PLAT BOOK 372 PAGES 235 THRU 238

THE OLIA VILLAGE "PMD" PLANNED MIXED-USE DEVELOPMENT DISTRICT AMENDED ORDINANCE NO. 5862 RECORDED BY DOCUMENT NUMBER 2023122100486 OF THE ST. LOUIS COUNTY, MO RECORDER'S OFFICE
A TRACT OF LAND BEING PART OF LOTS 9, 10, 11 AND 12 OF MAJOR THOMAS SUBDIVISION, SITUATED IN THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 NORTH, RANGE 5 EAST
CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI

MISSOURI STATE HIGHWAY 340
OLIVE (VARIABLE WIDTH - PUBLIC RIGHT OF WAY) BOULEVARD



DEVELOPER/OWNER:
10300 OLIVE LLC
90 EDWARDSVILLE PROF PARK
EDWARDSVILLE, MO 63025
PHONE 686.682.5502

OLIA VILLAGE CREVE COEUR DEVELOPMENT
10300 OLIVE, LLC
10300 OLIVE BLVD.
CREVE COEUR, MO. 63141

COLE AND ASSOCIATES, INC.
CORPORATE PROFESSIONAL
LAND SURVEYORS
CERTIFICATE OF AUTHORITY #000268

TERRY D. WESTERMAN, P.L.S. 2363
PROFESSIONAL LAND SURVEYOR
DATE: APRIL 22, 2025

+ ST. CHARLES
1320 S. 4TH STREET
SUITE 307 ST. LOUIS, MO 63103
636.978.7588
www.coleandassociates.com

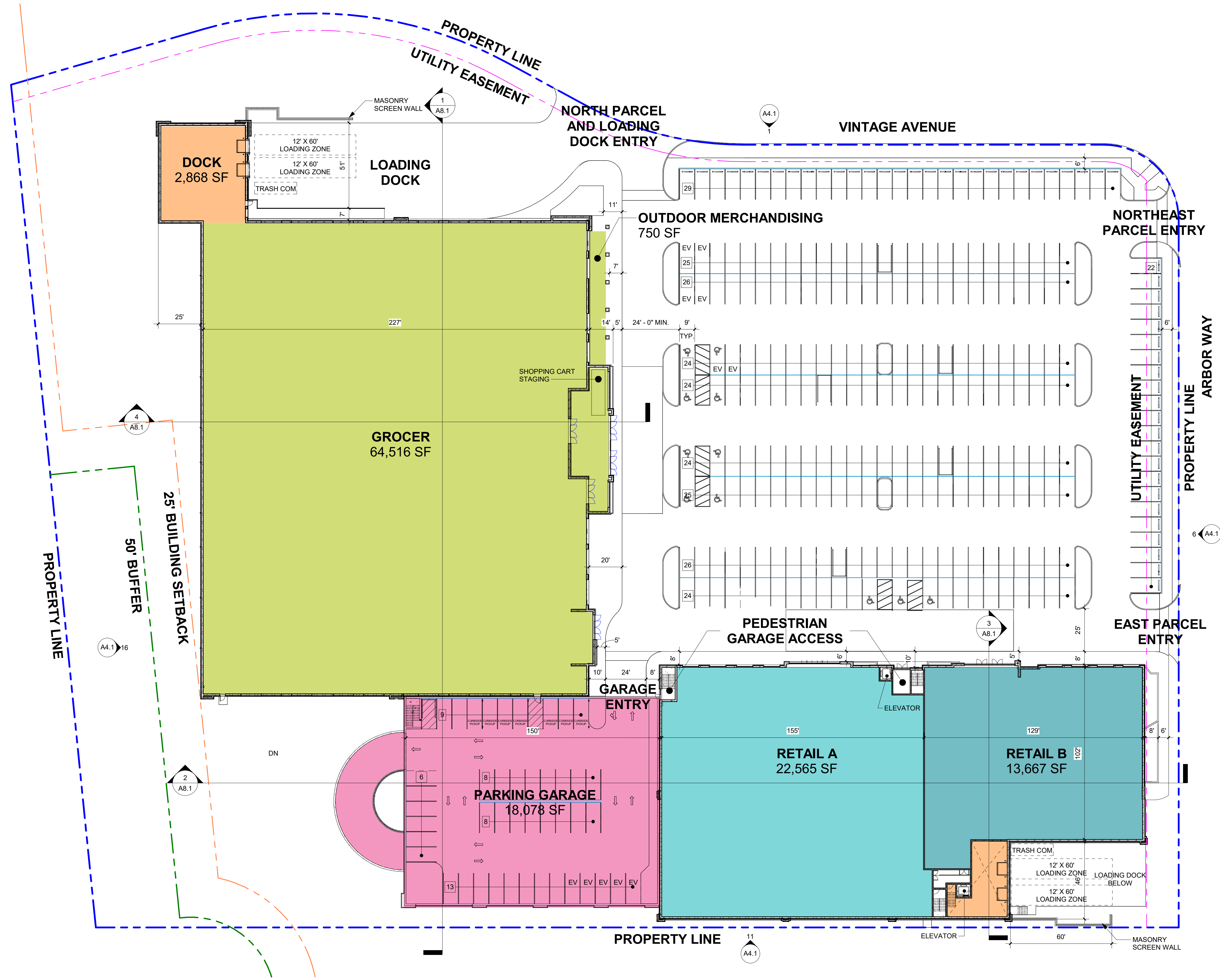
DESIGN / CALC. BY
DRAWN BY
CHECKED BY
DRAWING SCALE
DATE
Job Number
22-0218-000E
Sheet Number
V-101
PLAT 3 OF 4

USER: Terry Westerman TAB: PAGE 3
DATE: April 22, 2025 - 12:16:41 PM
DRAWING: 22-0218-000E-22-0218-000E-AMENDED-PLAT.dwg

- A. SLOPE THE GRADES AROUND FROM THE BUILDING PERIMETER WITH MINIMUM 5% SLOPE.
- B. SEE CIVIL AND LANDSCAPE DRAWINGS FOR ADDITIONAL INFORMATION ON PLANTINGS, TREE LOCATIONS AND HARDSCAPING.
- C. CURB RAMPS NOT TO EXCEED 1:12 SLOPE (8.33 PERCENT) PER ADA.
- D. PROVIDE RAISED, TRUNCATED DOMES DETECTABLE WARNING SURFACE AT CURB RAMPS PER ADA.
- E. PROVIDE 70 SO IN ACCESSIBILITY SIGN AT ADA PARKING SPACES . PROVIDE ADDITIONAL SIGN FOR ADA ACCESSIBILITY MOUNTED BELOW THE ACCESSIBILITY SIGN AT VAN PARKING SPACES. PROVIDE A WHEEL STOP AT ALL ADA PARKING SPACES.
- F. REFER TO ELECTRICAL SITE PLAN DRAWING FOR SITE LIGHTING FIXTURES AND PARKING LIGHTING FIXTURES.
- G. ALL PARKING SPACES IDENTIFIED WITH "EV" SHALL BE "EV READY" IN PREPARATION FOR FUTURE INSTALLATION OF CHARGING EQUIPMENT.
- H. "CC" DESIGNATION INDICATES CART CORRAL REFER TO CUT SHEET BELOW FOR MORE INFORMATION.



9/12/2025 9:48:09 AM



BUILDING USE LEGEND	
	RETAIL
	RETAIL
	GROCER
	LOADING DOCK
	GARAGE

1
A2.1
GROUND LEVEL FLOOR PLAN
1" = 30'-0"

Contact:
Produced By:
Reviewed By:

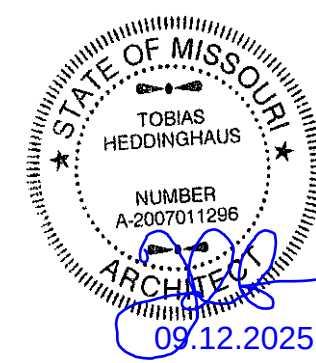
No.	Description	Date
	SITE DEVELOPMENT PACKAGE	09.15.25

Site Development Package:

OLIA VILLAGE - LOT 1

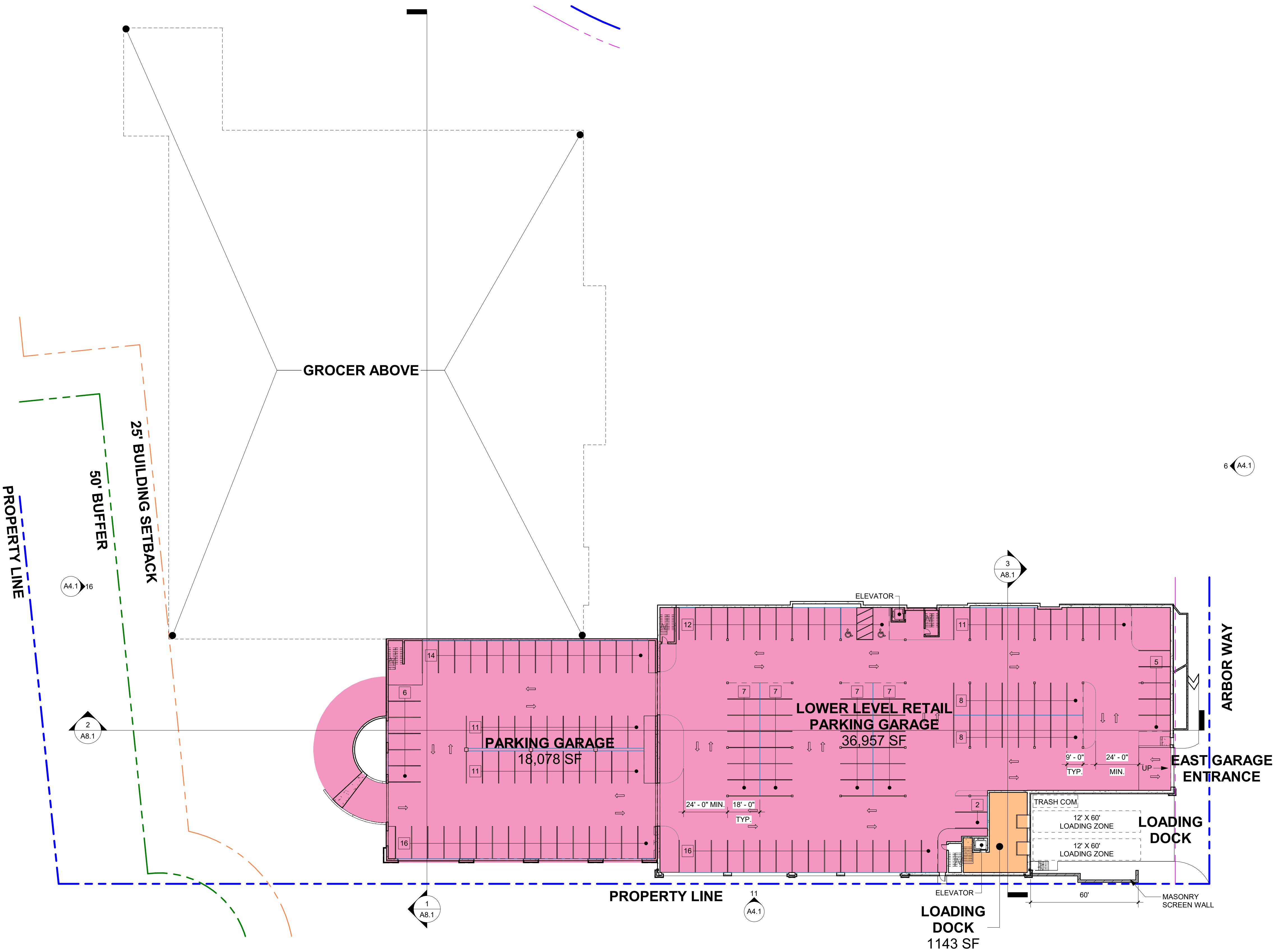
10300 Olive Boulevard, Creve Coeur, Missouri

GROUND LEVEL FLOOR PLAN



gray®

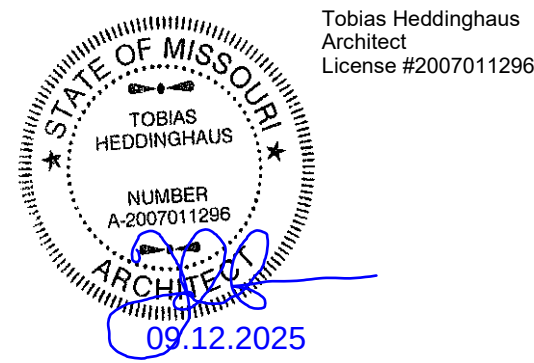
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1
A3.1
LOWER LEVEL FLOOR PLAN
1" = 30'-0"

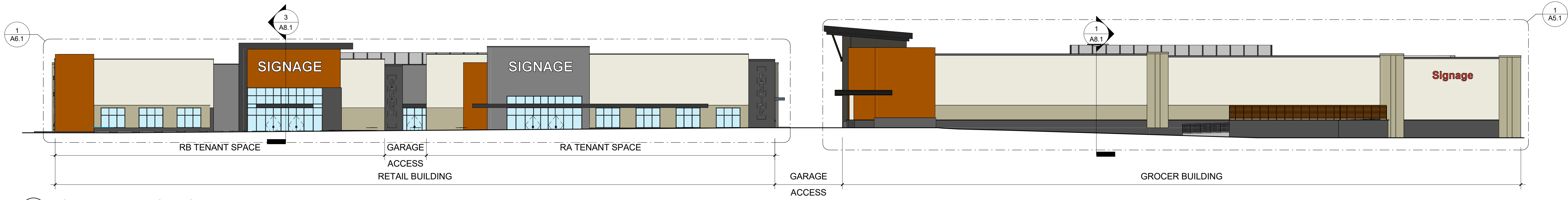
BUILDING USE LEGEND	
	RETAIL
	RETAIL
	GROCER
	LOADING DOCK
	GARAGE

LOWER LEVEL FLOOR PLAN



gray®

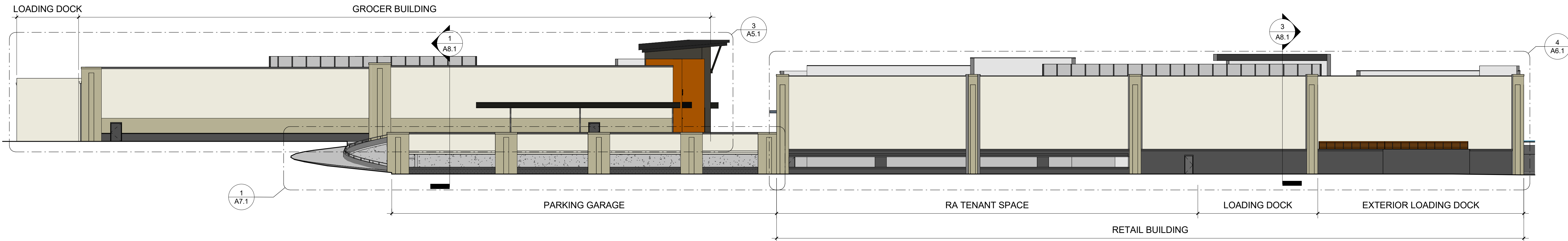
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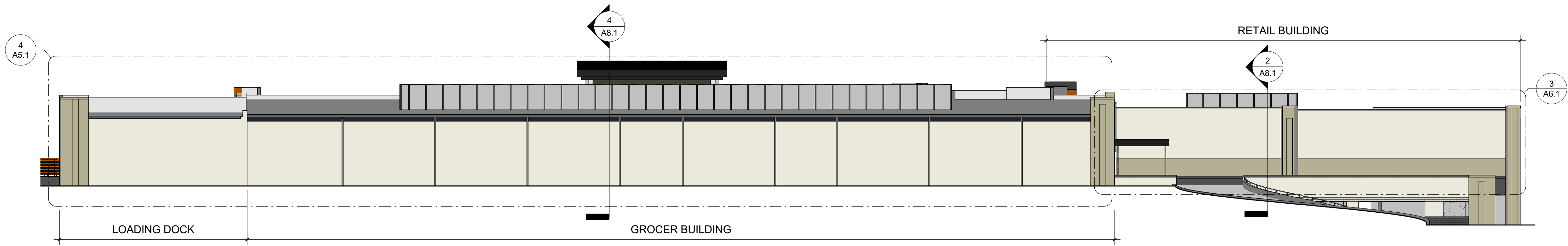
1 NORTH ELEVATION - OVERALL
1" = 20'-0"



6 EAST ELEVATION - OVERALL
1" = 20'-0"



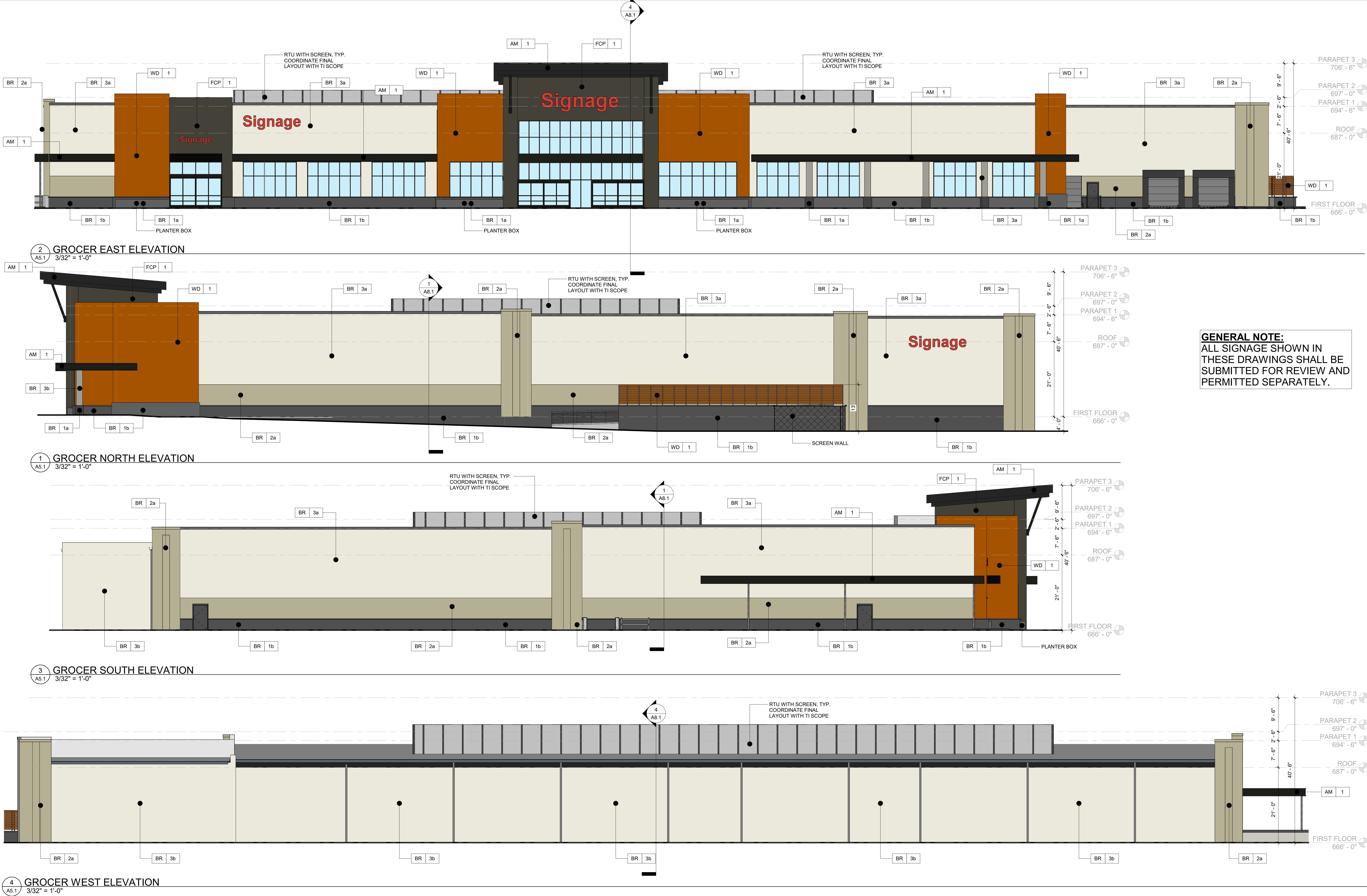
11 SOUTH ELEVATION - OVERALL
1" = 20'-0"



16 WEST ELEVATION - OVERALL
1" = 20'-0"

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9/13/2025 9:53:51 AM



EXTERIOR FINISH LEGEND

BR-1a	BRICK
COLOR:	DARK CHARCOAL GREY
SIZE:	THICKNESS OR DEPTH VARIES
BR-1b	SPLIT FACE MASONRY
COLOR:	DARK CHARCOAL GREY
BR-2a	BRICK
COLOR:	MEDIUM NEUTRAL TONE
SIZE:	THICKNESS OR DEPTH VARIES
BR-3a	BRICK
COLOR:	LIGHT NEUTRAL TONE
SIZE:	THICKNESS OR DEPTH VARIES
BR-3b	SPLIT FACE MASONRY
COLOR:	LIGHT NEUTRAL TONE

WD-1	HORIZONTAL FAUX WOOD PLANK SIDING
COLOR:	WARM WOODTONE
FCP-1	FIBER CEMENT/PHENOLIC ARCHITECTURAL WALL PANEL
COLOR:	DARK CHARCOAL GREY
MP-1	RIBBED ARCHITECTURAL METAL WALL PANEL
COLOR:	LIGHT GREY
AM-1	ARCHITECTURAL METAL STANDING SEAM ROOF, CANOPIES, & FASCIA
COLOR:	BLACK

MISCELLANEOUS

METAL FASCIA:	BLACK ANODIZED
METAL COPINGS:	MATCH ADJACENT SURFACE, TO BE APPROVED BY ARCHITECT
MISC. FLASHING:	MATCH ADJACENT SURFACE, TO BE APPROVED BY ARCHITECT
JOINT SEALANT	MATCH ADJACENT SURFACE COLOR
DOORS & WINDOWS:	MATCH ADJACENT SURFACE COLOR
CONTROL JOINTS:	MATCH ADJACENT SURFACE COLOR
STOREFRONT:	BLACK ANODIZED
STEEL DOORS:	PAINT TO MATCH ADJACENT SURFACE, TO BE APPROVED BY ARCHITECT
STEEL FRAMES:	PAINT TO MATCH ADJACENT SURFACE, TO BE APPROVED BY ARCHITECT

GRAY DESIGN GROUP

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WD - Architectural Corporation No. 000593

9 Sunnen Drive, Suite 110
Saint Louis, Missouri 63143
Telephone 314.646.0400
www.graydesigngroup.com

Contact:
Produced By:
Reviewed By:

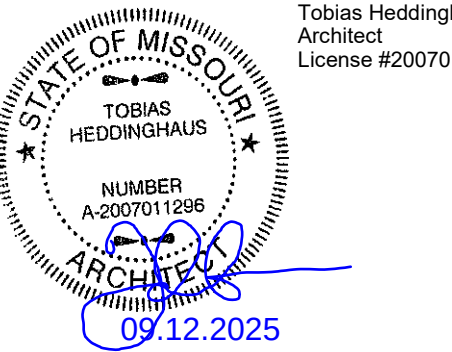
No.	Description	Date
	SITE DEVELOPMENT PACKAGE	09.15.25

Site Development Package:

OLIA VILLAGE - LOT 1

10300 Olive Boulevard, Creve Coeur, Missouri

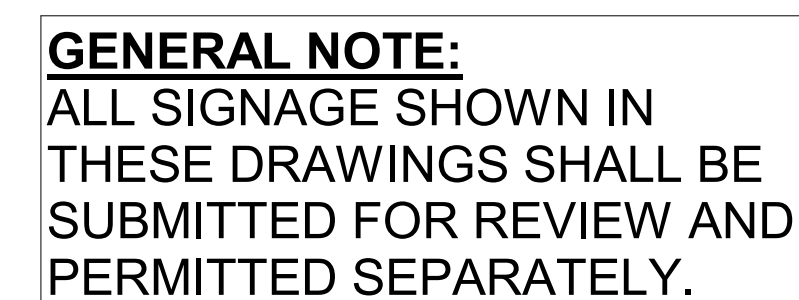
EXTERIOR ELEVATIONS - GROCER



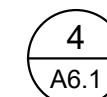
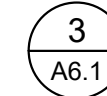
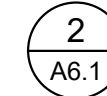
gray

Job: 123010

A5.1



1
A6.1



	BR-1a COLOR: SIZE:	BRICK DARK CHARCOAL GREY THICKNESS OR DEPTH VARIES
	BR-1b COLOR:	SPLIT FACE MASONRY DARK CHARCOAL GREY
	BR-2a COLOR: SIZE:	BRICK MEDIUM NEUTRAL TONE THICKNESS OR DEPTH VARIES
	BR-3a COLOR: SIZE:	BRICK LIGHT NEUTRAL TONE THICKNESS OR DEPTH VARIES
	BR-3b COLOR:	SPLIT FACE MASONRY LIGHT NEUTRAL TONE

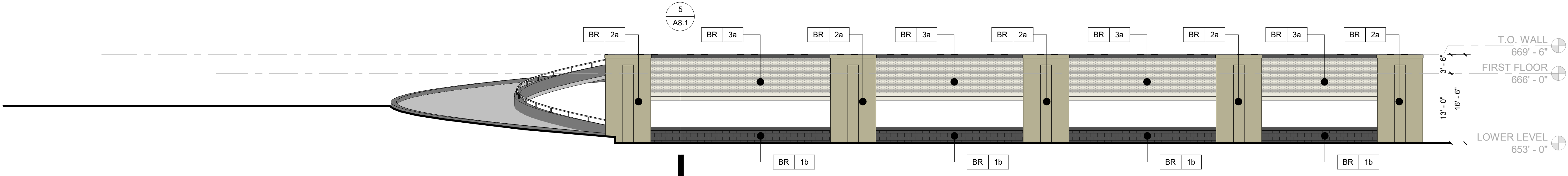
METAL FASCIA:	BLACK ANODIZED
METAL COPINGS:	MATCH ADJACENT SURFACE, TO BE APPROVED BY ARCHITECT
MISC. FLASHING:	MATCH ADJACENT SURFACE, TO BE APPROVED BY ARCHITECT
JOINT SEALANT DOORS & WINDOWS:	MATCH ADJACENT SURFACE COLOR
CONTROL JOINTS:	MATCH ADJACENT SURFACE COLOR
STOREFRONT:	BLACK ANODIZED
STEEL DOORS:	PAINT TO MATCH ADJACENT SURFACE, TO BE APPROVED BY ARCHITECT
STEEL FRAMES:	PAINT TO MATCH ADJACENT SURFACE, TO BE APPROVED BY ARCHITECT

A6.1

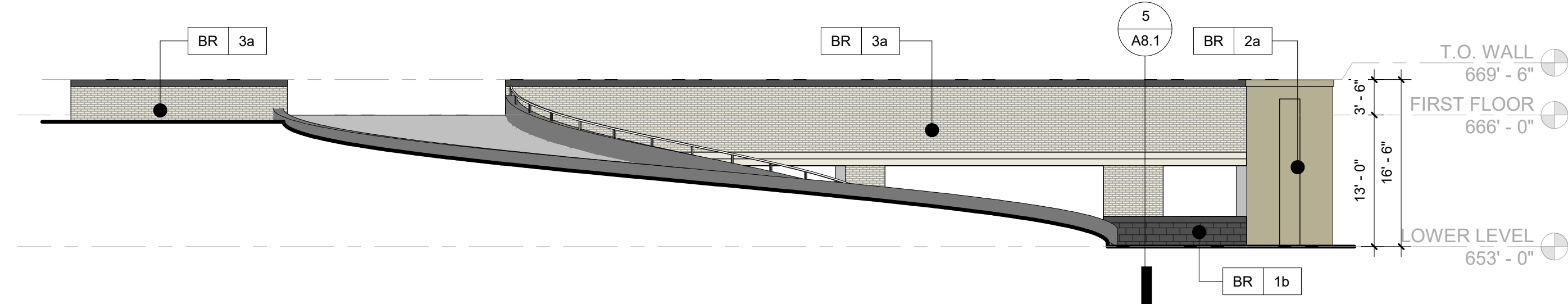
9/12/2025 9:48:22 AM

EXTERIOR FINISH LEGEND

BR-1a COLOR: SIZE:	BRICK DARK CHARCOAL GREY THICKNESS OR DEPTH VARIES	WD-1 COLOR:	HORIZONTAL FAUX WOOD PLANK SIDING WARM WOODTONE	MISCELLANEOUS	METAL FASCIA: BLACK ANODIZED
BR-1b COLOR:	SPLIT FACE MASONRY DARK CHARCOAL GREY	FCP-1 COLOR:	FIBER CEMENT/PHENOLIC ARCHITECTURAL WALL PANEL DARK CHARCOAL GREY	MISC. FLASHING:	MATCH ADJACENT SURFACE, TO BE APPROVED BY ARCHITECT
BR-2a COLOR: SIZE:	BRICK MEDIUM NEUTRAL TONE THICKNESS OR DEPTH VARIES	MP-1 COLOR:	RIBBED ARCHITECTURAL METAL WALL PANEL LIGHT GREY	JOINT SEALANT DOORS & WINDOWS:	MATCH ADJACENT SURFACE COLOR
BR-3a COLOR: SIZE:	BRICK LIGHT NEUTRAL TONE THICKNESS OR DEPTH VARIES	AM-1 COLOR:	ARCHITECTURAL METAL STANDING SEAM ROOF, CANOPIES, & FASCIA BLACK	CONTROL JOINTS:	MATCH ADJACENT SURFACE COLOR
BR-3b COLOR:	SPLIT FACE MASONRY LIGHT NEUTRAL TONE			STOREFRONT:	BLACK ANODIZED
				STEEL DOORS:	PAINT TO MATCH ADJACENT SURFACE, TO BE APPROVED BY ARCHITECT
				STEEL FRAMES:	PAINT TO MATCH ADJACENT SURFACE, TO BE APPROVED BY ARCHITECT



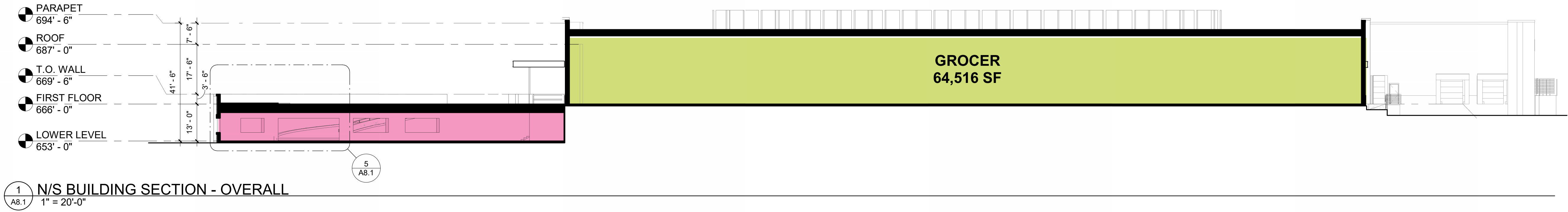
1 GARAGE SOUTH ELEVATION
A7.1 3/32" = 1'-0"



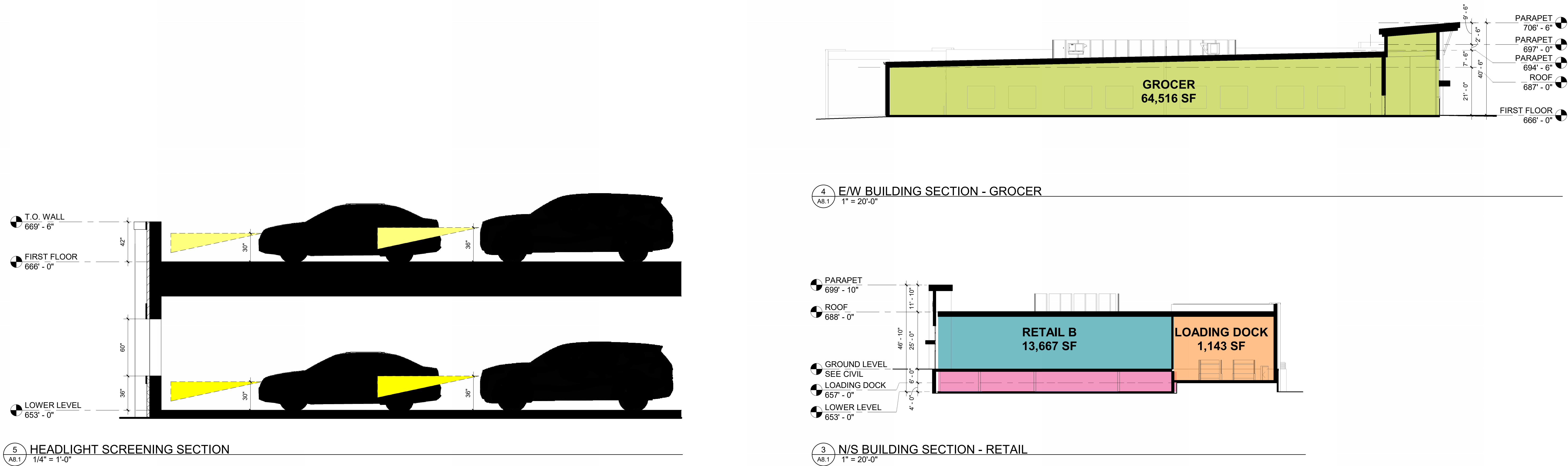
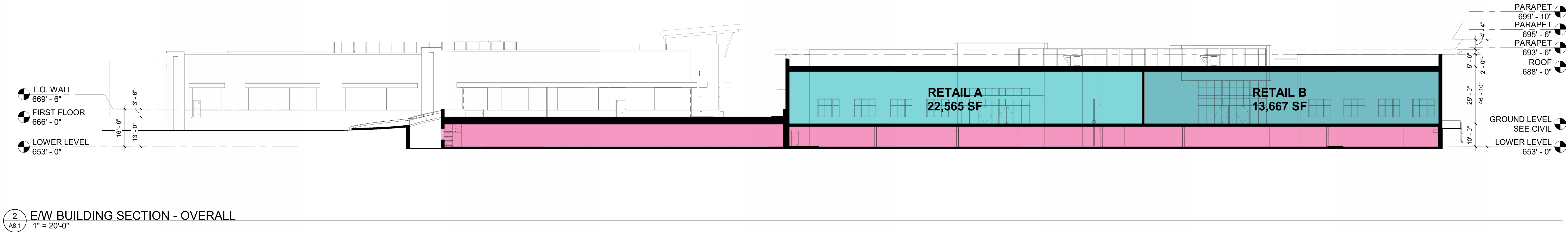
2 GARAGE WEST ELEVATION
A7.1 3/32" = 1'-0"

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BUILDING USE LEGEND	
	RETAIL
	RETAIL
	GRO CER
	LOADING DOCK
	GARAGE



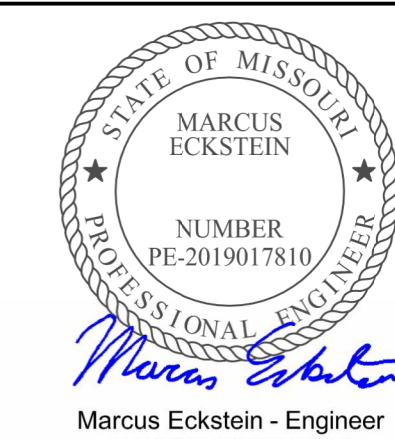
OLIVE / LINDBERGH
CREVE COEUR MO

Project No:	25-0236
-------------	---------

No	Description	Date
	SDP PACKAGE	09-15-2025

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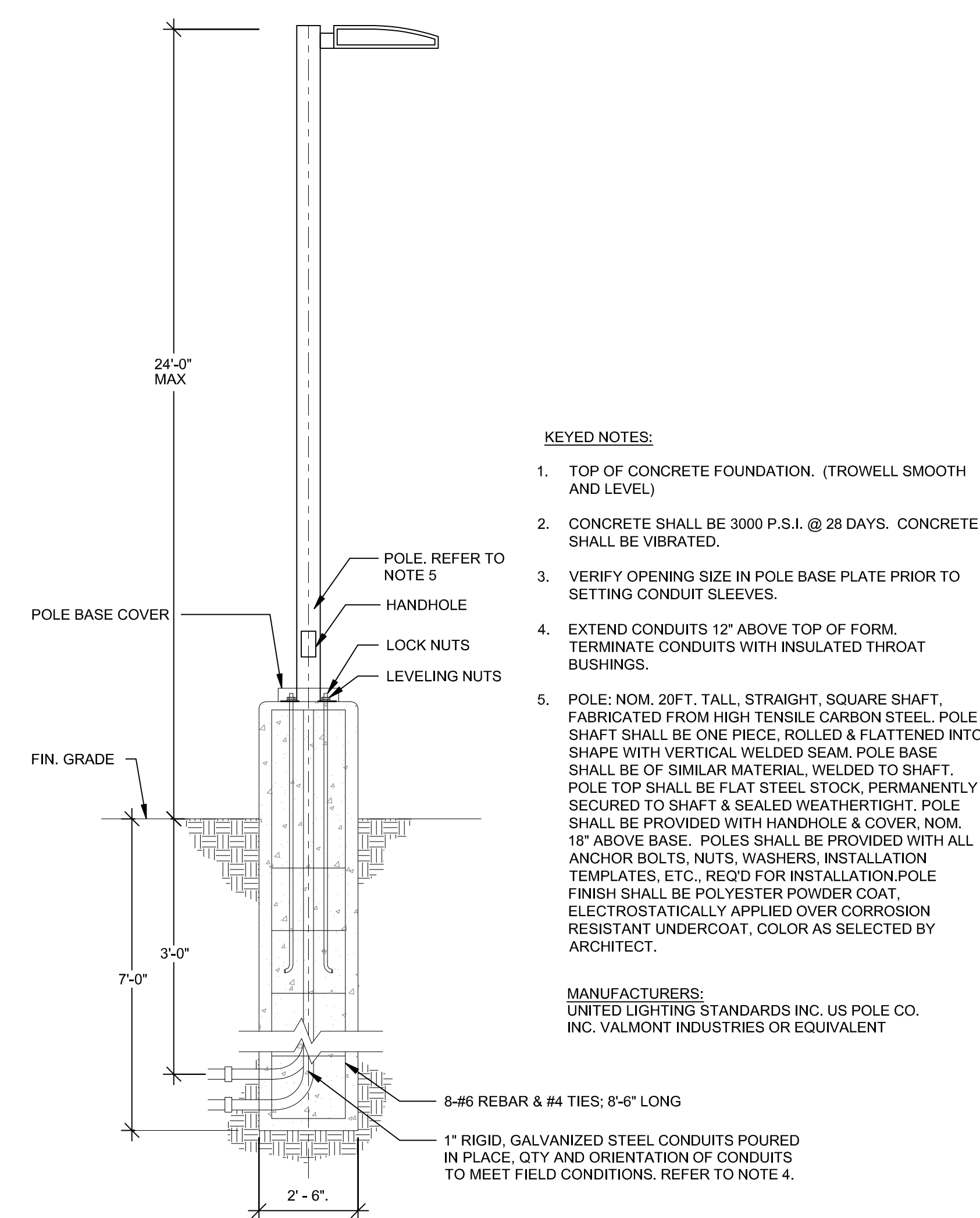
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DATE:	08-15-2025
SCALE:	AS NOTED

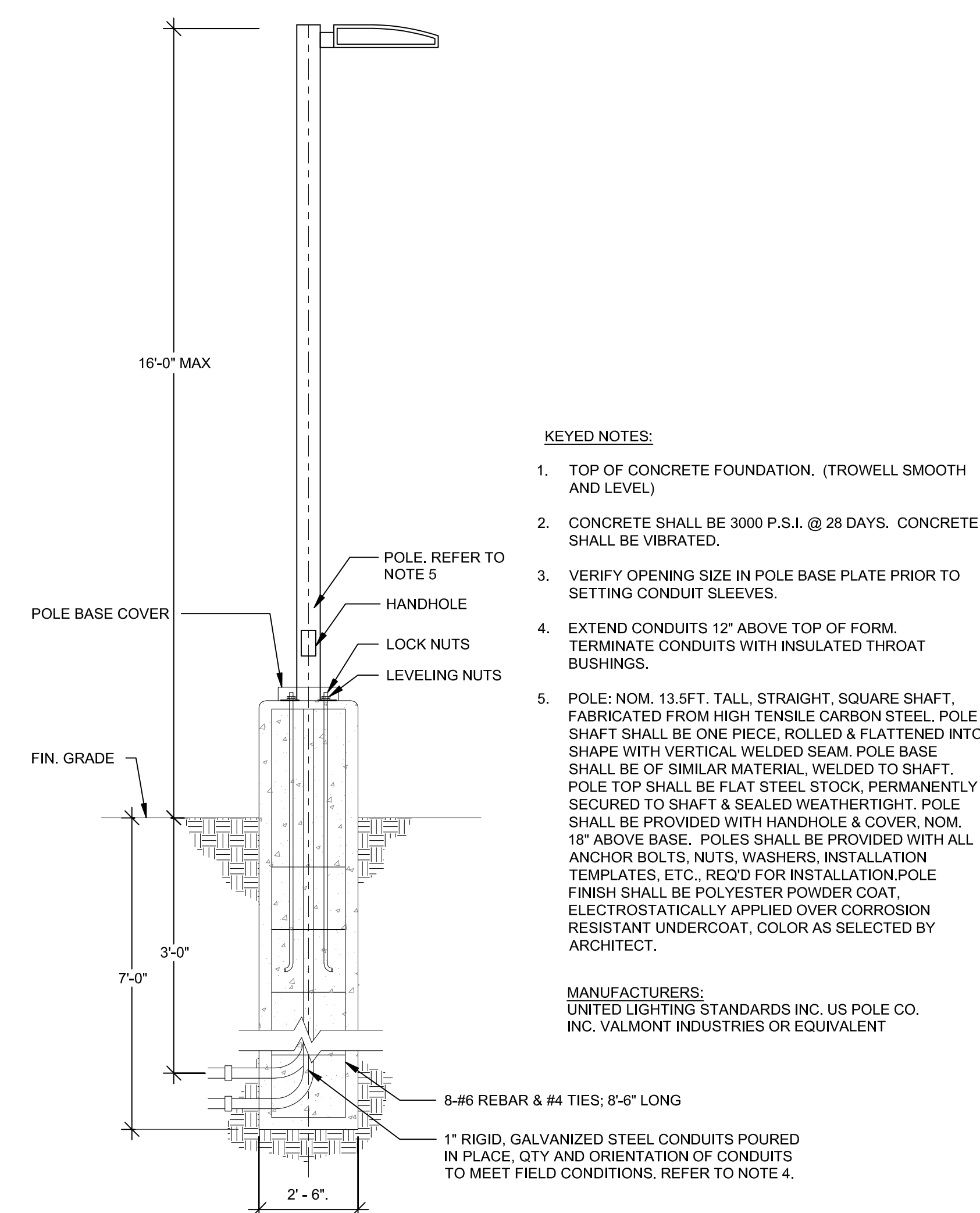
PARKING LOT PHOTOMETRIC

PH100



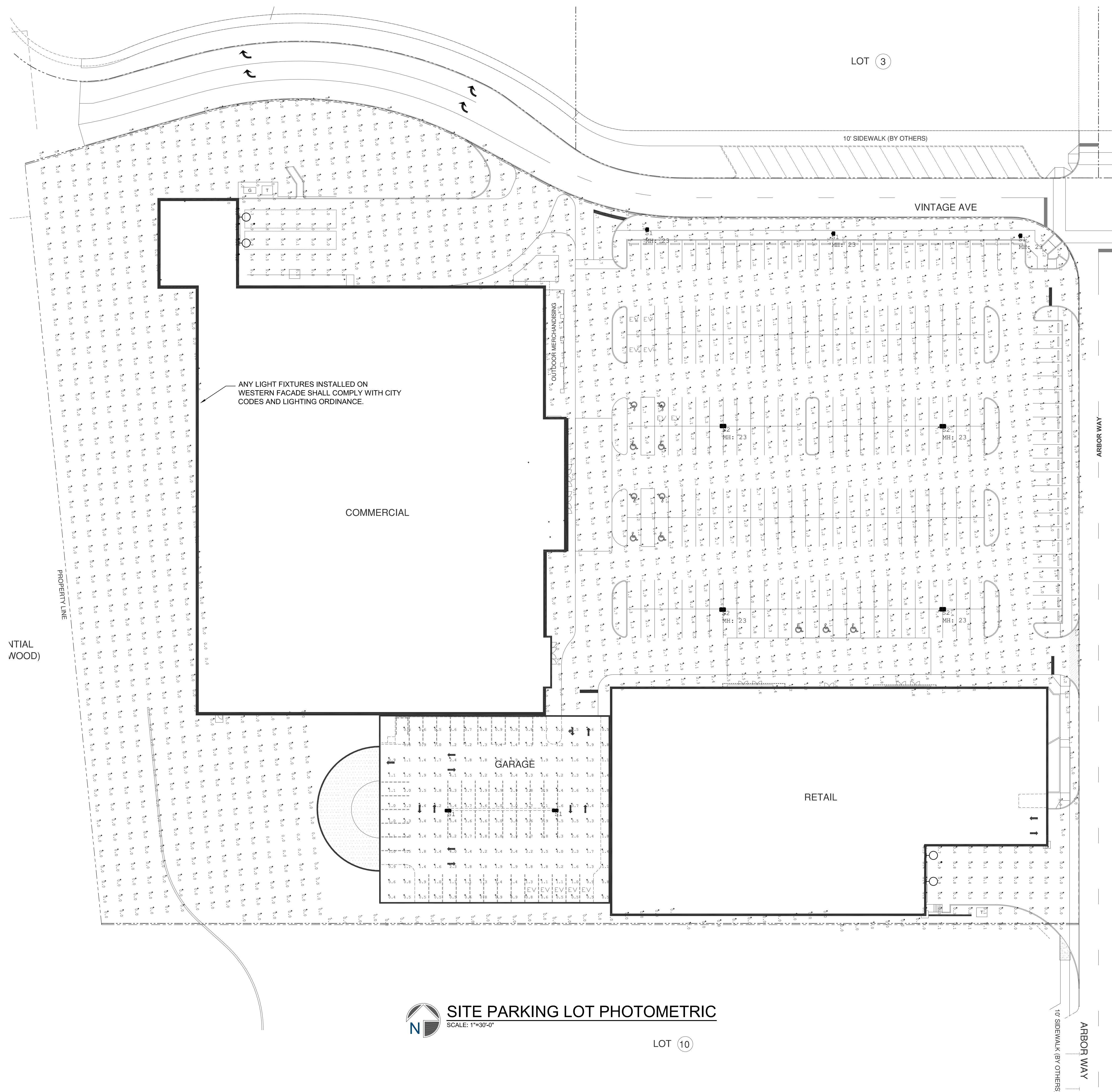
LIGHT FIXTURE MAIN PARKING LOT

SCALE: NONE



LIGHT FIXTURE TOP DECK PARKING

SCALE: NONE



SITE PARKING LOT PHOTOMETRIC

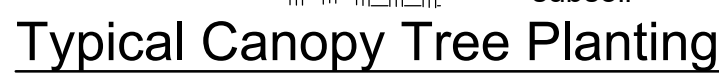
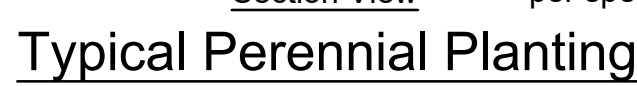
SCALE: 1"=30'-0"

LOT 10

MOUNTING HEIGHT NEXT TO EACH FIXTURE
CALCS EVERY 10' ON GROUND
ALL LUMINAIRES = 3000K CCT

Luminaire Schedule									
Symbol	Qty	Label	Arrangement	Description	Tag	LLF	Luminaire Lumens	Luminaire Watts	Total Watts
	2	A1	Single	GALN-SA3C-740-U-T3		0.912	20812	160	320
	3	S1	Single	GALN-SB5A-740-U-5WQ		0.912	24249	141.7	425.1
	4	S2	Back-Back	GALN-SB5A-740-U-5WQ		0.912	24249	141.7	1133.6

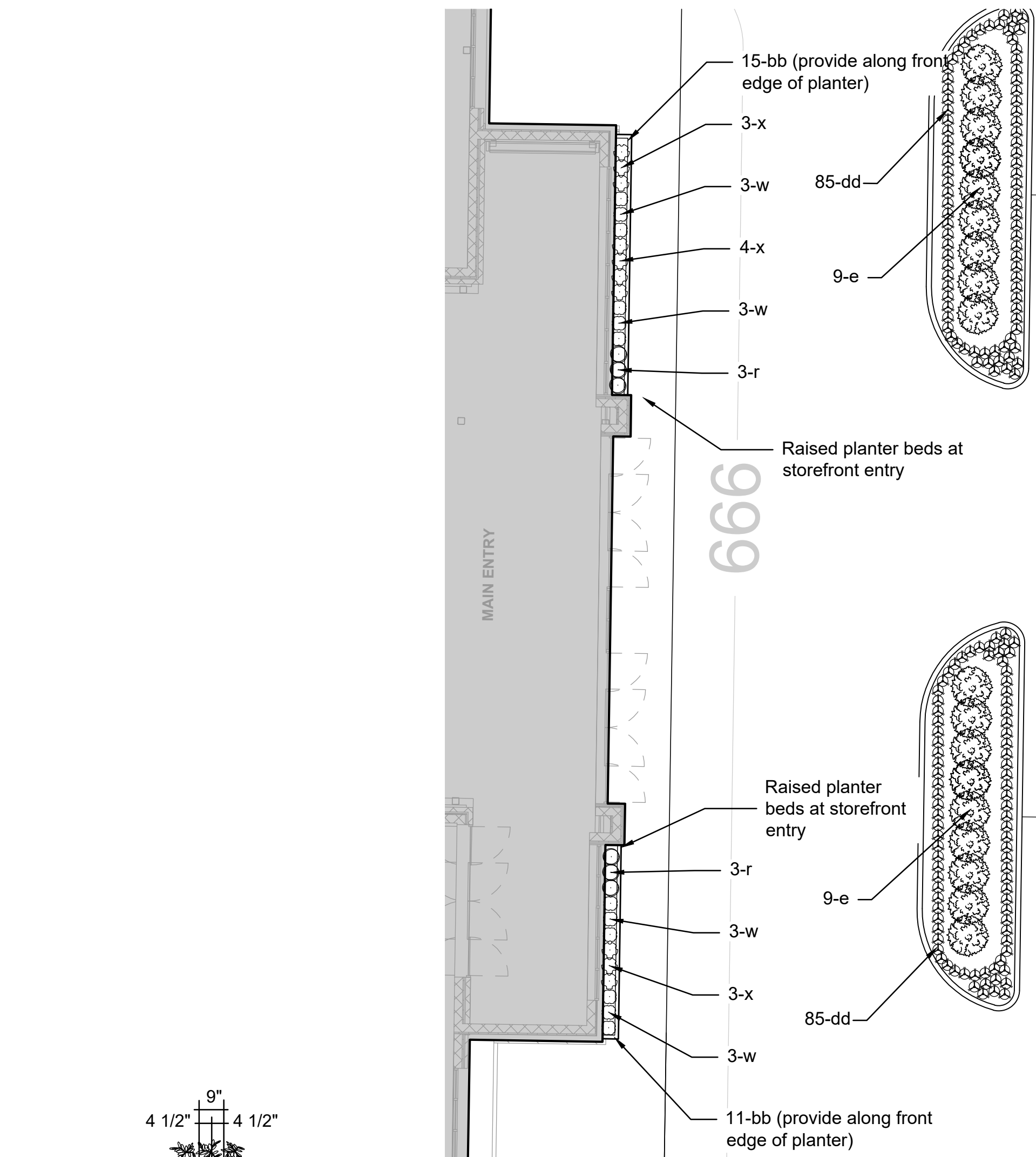
Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
SITE TO PROPERTY LINE	Illuminance	Fc	0.77	7.5	0.0	N.A.	N.A.
PARKING LOT	Illuminance	Fc	2.25	7.5	0.2	11.3	37.5



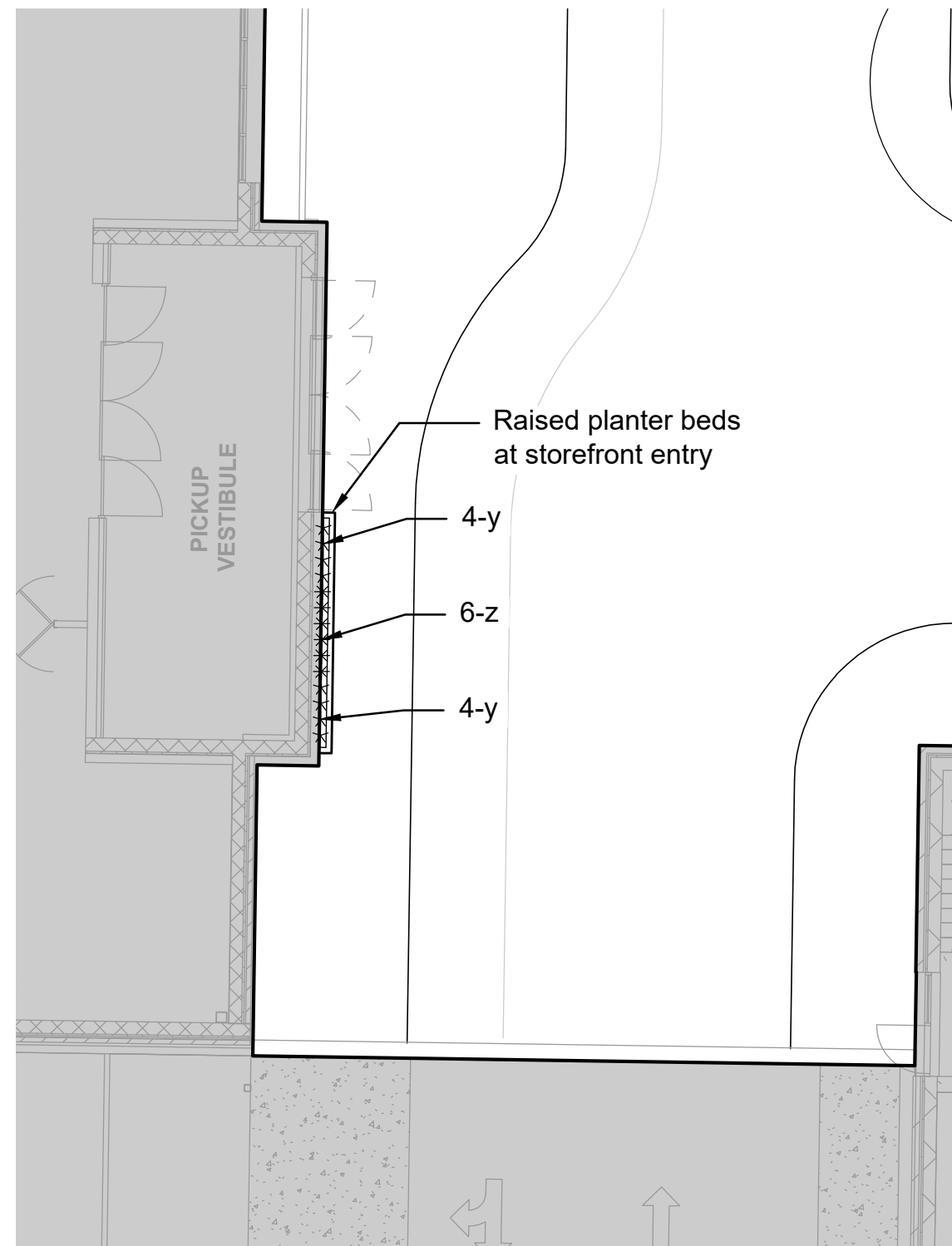
- 1) Lawn areas shall be turf-type Tall Fescue Grass or approved equivalent.
- 2) All 3:1 or steeper slopes shall be lawn seed and have erosion control blanket.
- 3) Topsoil in all disturbed lawn areas at 6" depth.
- 4) Soil mix in all shrub beds at 8" depth.
- 5) All mulch to be double ground bark mulch.
- 6) Bed edges to be spade cut.
- 7) Entire site shall be provided with an automatic underground irrigation system.
- 8) Refer to partial high plane concrete on sheet L1.02 for planter landscape layouts.
- 9) All curbs to be 6" high standard vertical curb, except where ADA access provided.

 **Landscape Plan**
SCALE 1"=30'

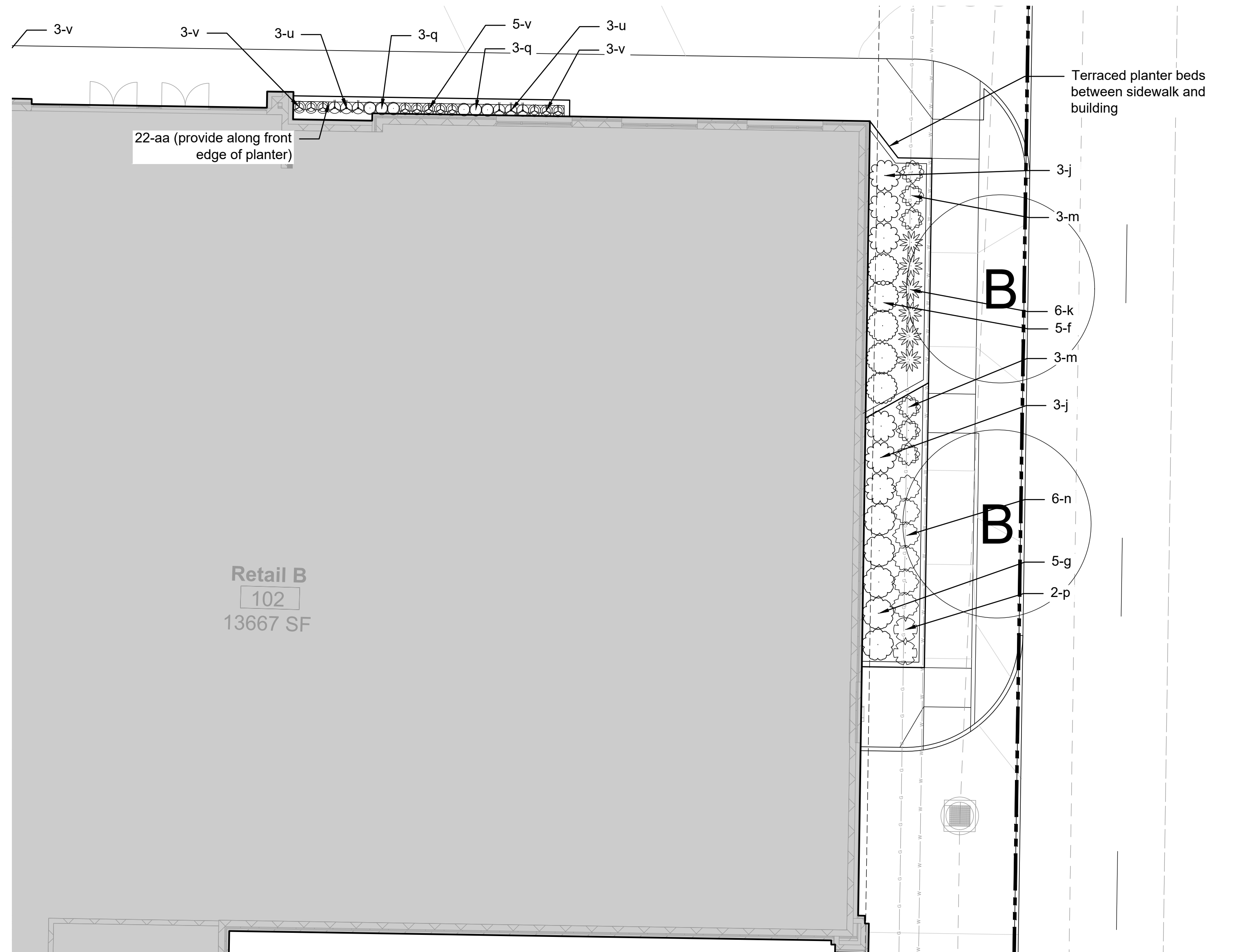




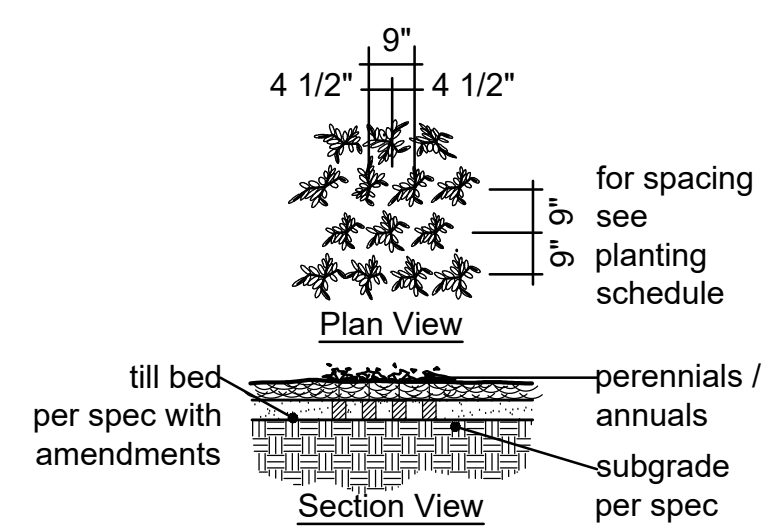
1 Landscape at Main Building Entry
SCALE 1"=10'



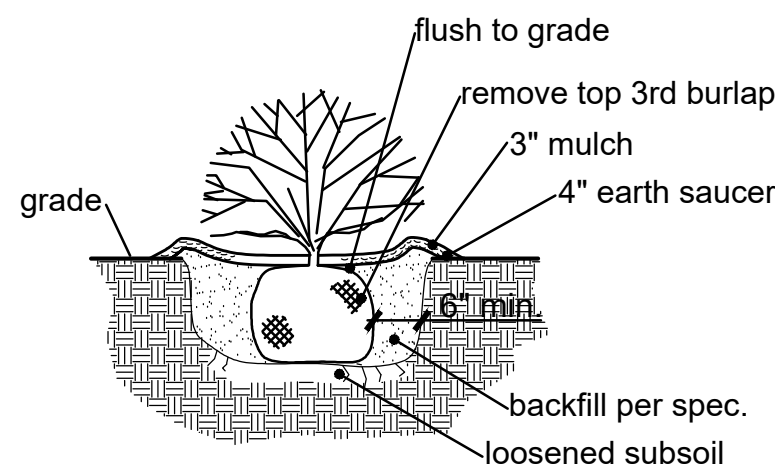
2 Landscape at Retail Building
SCALE 1"=10'



4 Landscape at Retail Building
SCALE 1"=10'



Typical Perennial Planting

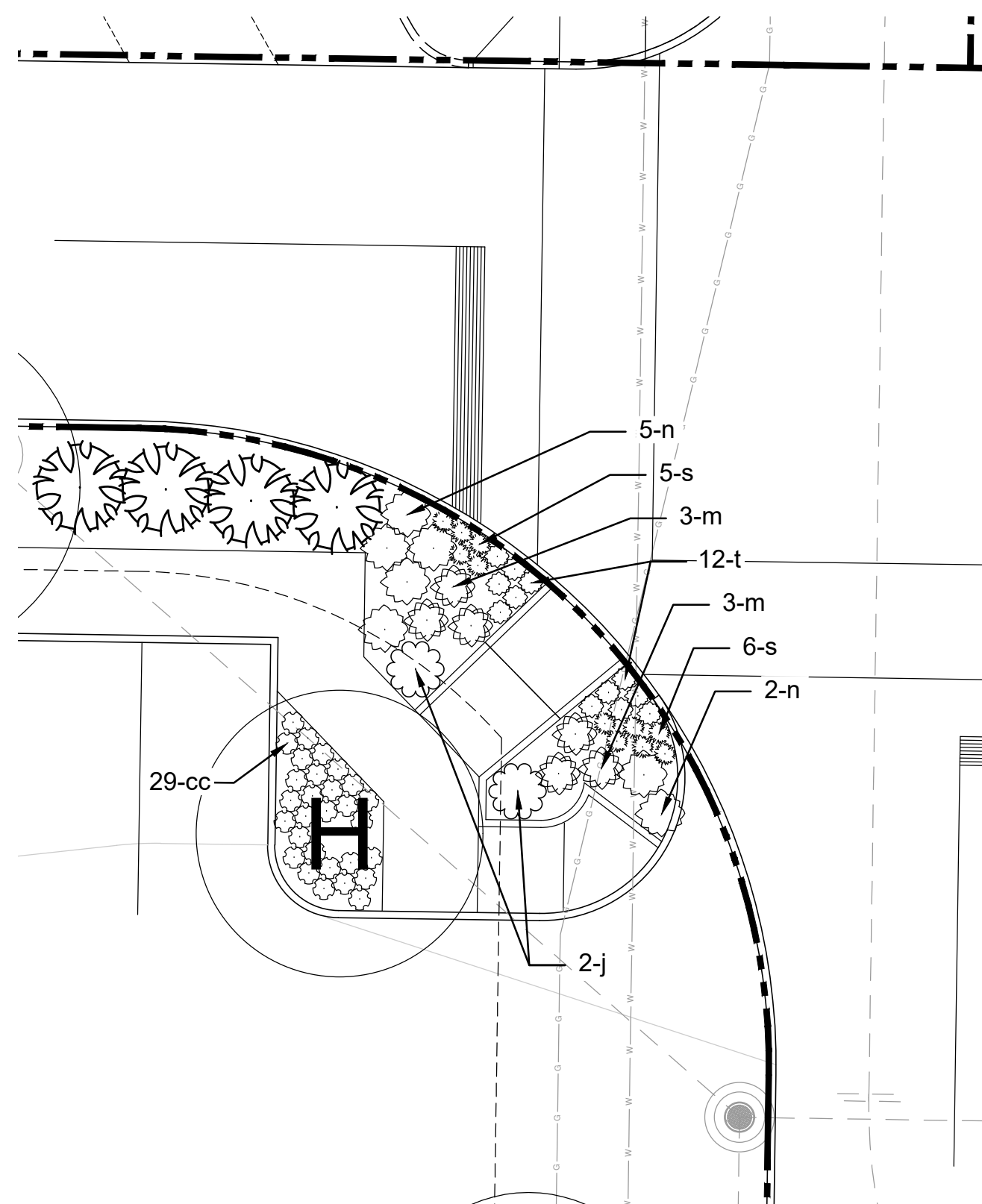


Typical Shrub Planting

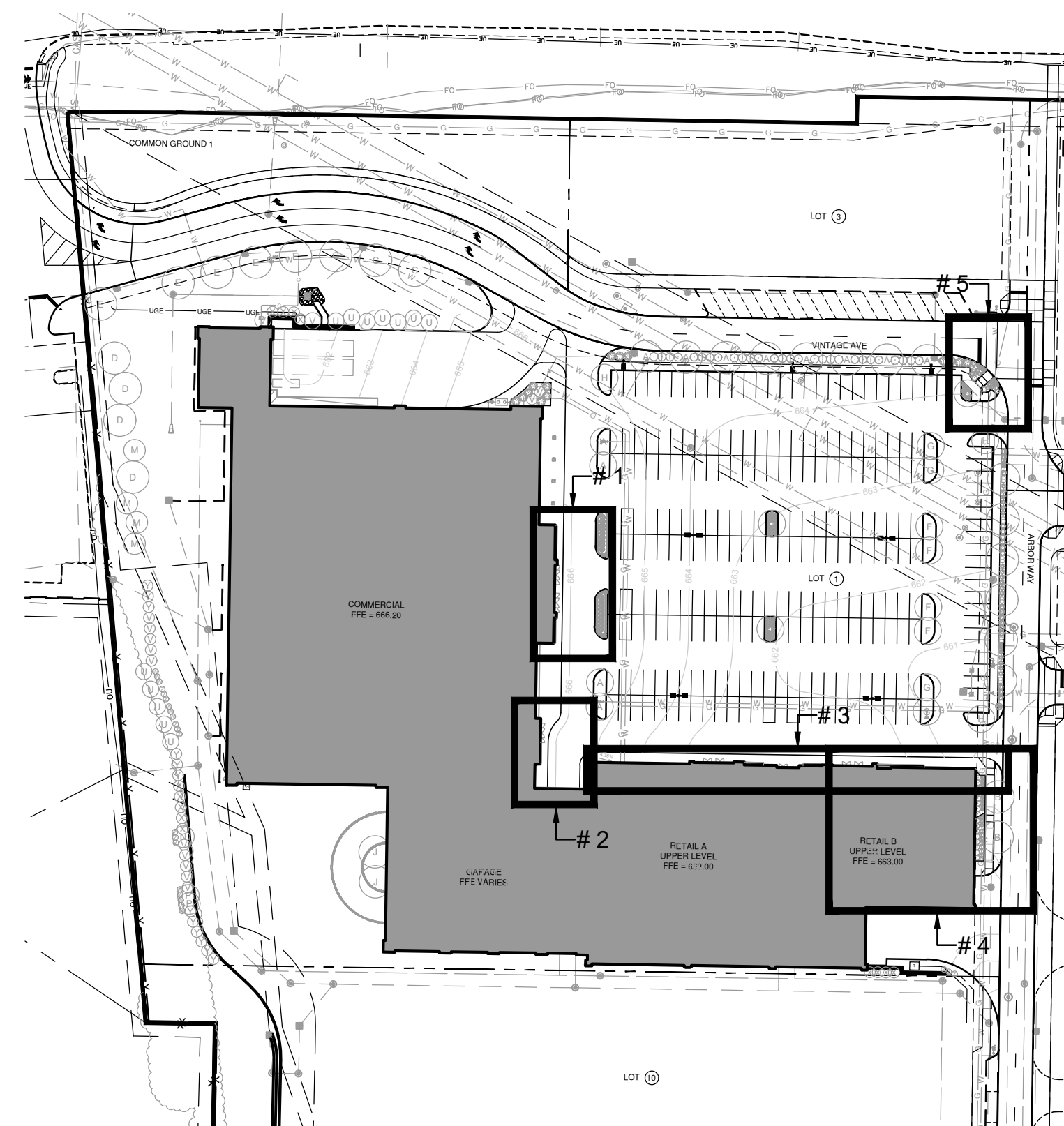
Landscape Notes:

1) Refer to landscape plan on sheet L1.01 for overall planting schedule.

ID	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
SHRUBS-ORNAMENTAL GRASSES-PERENNIALS-ANNUALS-GROUNDCOVER				
a	Juniperus virginiana 'Grey Owl'	Grey Owl Juniper	18"	72" o.c.
b	Prunus laurocerasus 'Otto Luyken'	Otto Luyken English Laurel	18"	72" o.c.
c	Juniperus squamata 'Blue Star'	Blue Star Juniper	18"	48" o.c.
d	Hydrangea paniculata 'LVOBO'	Bobo Panicle Hydrangea	18"	48" o.c.
e	Rhus aromatica 'Gro-Low'	Gro-Low Fragrant Sumac	18"	72" o.c.
f	Ilex crenata 'Green Lustre'	Green Lustre Holly	18"	48" o.c.
g	Buxus microphylla 'Sprinter'	Sprinter Boxwood	18"	48" o.c.
j	Fothergilla gardenii	Dwarf Fothergilla	18"	48" o.c.
k	Hydrangea paniculata 'Tiny Quick Fire'	Tiny Quick Fire Panicle Hydrangea	18"	36" o.c.
m	Itea virginica 'Sprich'	Little Henry Virginia Sweetspire	18"	36" o.c.
n	Spiraea japonica 'SMNSJMFR'	Double Play Red Spirea	18"	36" o.c.
p	Berberis thunbergii 'Bonanza Gold'	Bonanza Gold Barberry	18"	36" o.c.
q	Thuja occidentalis 'Tater Tot'	Tater Tot Arborvitae	1 gallon	12"-24" o.c.
r	Thuja occidentalis 'Anna's Magic Ball'	Anna's Magic Ball Arborvitae	1 gallon	12"-18" o.c.
s	Weigela florida 'Verweig9'	Midnight Sun Weigela	1 gallon	18" o.c.
t	Aronia melanocarpa 'UCONNAM165'	Low Scape Mound Chokeberry	1 gallon	18" o.c.
u	Heuchera hybrid 'Mahogany Monster'	Primo Mahogany Monster Coral Bells	1 quart	18"-24" o.c.
v	Hosta x 'Guacamole'	Guacamole Hosta	1 quart	18"-24" o.c.
w	Kniphofia hybrid 'Rocket's Red Glare'	Pyromania Rocket's Red Glare Red Hot Poker	1 quart	18" o.c.
x	Achillea hybrid 'Firefly Sunshine'	Firefly Sunshine Yellow Yarrow	1 quart	18" o.c.
y	Iberis sempervirens	Candytuft	1 quart	12" o.c.
z	Phlox divaricata	Wild Sweet William Phlox	1 quart	12" o.c.
aa	Lysimachia nummularia 'Aurea'	Golden Creeping Jenny	1 quart	12" o.c.
bb	Sedum rupestre 'Angelina'	Angelina Stonecrop	1 quart	12" o.c.
cc	Sporobolus heterolepis	Prairie Dropseed	1 gallon	18" o.c.
dd	Liriope muscari	Lilyturf	1 quart	12" o.c.



5 Landscape at Corner
SCALE 1"=10'



Key Plan
SCALE 1"=100'

GRAY DESIGN GROUP

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Saint Louis, Missouri 63143
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landscape architects + planners
750 spirit 40 park drive, chesterfield, missouri 63005
t. 636-510-8668
www.loomis-associates.com

Loomis Associates, Inc.
Missouri State Certificate of Authority # LAC #000019

Contact:

Produced By:

Reviewed By:

KP

RS

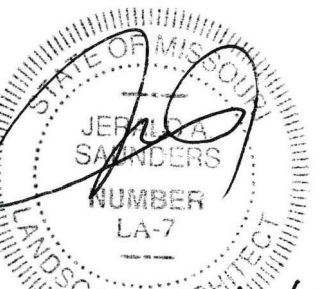
No.	Description	Date
SITE DEVELOPMENT PLAN		08/15/25
CITY COMMENTS		09/05/25
CITY COMMENTS		09/15/25

Site Development Package:

OLIA VILLAGE - LOT 1

10300 Olive Boulevard, Creve Coeur, Missouri

LANDSCAPE PLAN



Jerald Saunders - Landscape Architect
MO License # LA-007

gray

Job: 24006417.00

L1.02

Loomis Associates Job # 196.001



city

of

CREVE COEUR

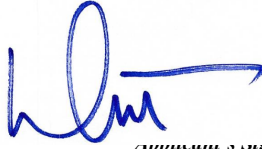
PLANNING DIVISION

300 North New Ballas Road, Creve Coeur, Missouri 63141

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

PLANNING AND ZONING COMMISSION AGENDA APPLICATION SITE DEVELOPMENT PLAN

Select Project Type: Site Development Plan ☐ Site Concept Plan ☐ Minor Site Plan ☐Title of Project: Lot 1 - Olia Village SubdivisionLocation of Project: SW corner of Vintage Way & Arbor Lane Locator # Subject for Agenda: Site Development Plan Application**Applicant:**Architect ☐ Engineer ☐ Contractor ☐ Agent ☐ Owner ☒

Applicant:	Applicant's Representative (if applicable):
Matthew J. Pfund <i>Name</i> Jack Matthews Development <i>Company (If Applicable)</i> 3925 Blackburn Road <i>Address</i> Edwardsville, IL 62025 <i>Address</i> Telephone # 618-692-9502 <i>Telephone #</i> Fax # <i>Fax #</i> Email: matt@jackmatthewsdevelopment.com <i>Email</i>  <i>Applicant's Signature</i>	Brian Paul <i>Name</i> Gray Design Group <i>Company (If Applicable)</i> 9 Sunnen Drive, Suite 110 <i>Address</i> St. Louis, MO 63143 <i>Address</i> Telephone # 314-646-0400 <i>Telephone #</i> Fax # <i>Fax #</i> Email: bpaul@graydesigngroup.com <i>Email</i> Brian K. Paul <i>Applicant's Representative's Signature</i>  Digitally signed by Brian K. Paul DN: C=US, E=bpaul@graydesigngroup.com, O=Gray Design Group, OU=Architect, CN=Brian K. Paul Date: 2025.08.15 11:07:23-05'00'

Owner's Acknowledgement (if different from applicant):

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

Description of Request (attach additional sheets as needed)

General Description: _____

Site Development Plan for Lot 1 of the Olia Village Subdivision.

Refer to attached documents.

Rationale

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

See attached documents for Lot 1 Site Development Plan submittal.

Submittal Checklist

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

Preferred Public Hearing Date: Monday, September 15, 2025.

****Confirm schedule and 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

SECOND AMENDED BILL NO. 6089 AMENDED ORDINANCE NO. 5862

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

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

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

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

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

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

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

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

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

WHEREAS, the City Council being fully informed finds that rezoning the property as set forth herein would be in harmony with and bear a substantial relation to the public welfare, health, safety, comfort and convenience of the citizens of the City of Creve Coeur and in the public interest and in good zoning practice; and

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

SECOND AMENDED BILL NO. 6089 AMENDED ORDINANCE NO. 5862

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

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

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

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

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

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

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

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

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

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

SECOND AMENDED BILL NO. 6089 AMENDED ORDINANCE NO. 5862

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

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

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

SECOND AMENDED BILL NO. 6089 AMENDED ORDINANCE NO. 5862

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

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

ADOPTED THIS 13th DAY OF NOVEMBER, 2023.



NICOLE GREER
PRESIDENT OF CITY COUNCIL

APPROVED THIS 13th DAY OF NOVEMBER, 2023.
am



DR. ROBERT HOFFMAN
MAYOR

ATTEST:



KELLIE HENKE
CITY CLERK



EXHIBIT A LAND DESCRIPTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I SPECIFIC CRITERIA

A. PERMITTED USES

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

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

B. SUB-DISTRICT CATEGORY STANDARDS

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

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

- Projecting façade elements: Awnings, canopies, balconies, colonnades, porte-cocheres are permitted.
- Bay windows permitted on upper stories.
- Parking: Structured, public surface, on-street parking, private off-street parking permitted.

3. CATEGORY C – General Office Development Pattern Building Placement:

- Building Volume: Buildings may be constructed not to exceed (4) stories or (70) feet measured from the primary building entrance, except for Lots 10 and 17, as identified on the Site Concept Plan, the height of buildings cannot exceed (3) stories or (45) feet, except that the building on Lot 10 shall not exceed (4) stories or 60 feet in height and shall not exceed 150,000 square feet of floor area. Additional lower levels accessed from the side or rear are permitted.
- Building Floor Heights: All floor levels shall be 12-30 feet.
- Projecting Façade Elements: Awnings, canopies, balconies, colonnades, porte-cocheres are permitted.
- Outdoor Space: Outdoor amenity space such as patios or plazas serving building occupants are permitted.
- Parking: Structured, public surface, on-street parking, private off-street parking permitted.

4. CATEGORY D – Residential Development Pattern Building placement:

- Building Volume: Attached single-family dwellings may be constructed not to exceed 3 stories or (40) feet in height; detached single family dwellings may be constructed not to exceed 2 ½ stories or (35) feet in height.

C. DIMENSIONAL REGULATIONS

1. Maximum Site Coverage.

- a. Maximum site coverage shall be determined globally for the entire PMD District and shall not be calculated on an individual site/lot or sub-district basis. The total acreage used to define this calculation shall be the total PMD area, less any areas to be dedicated as public ROW or privately maintained streets, and shall be calculated as Site Coverage is defined in Section 405.120 of the City Code.
- b. Maximum site coverage for the entire PMD District shall not exceed 60%.

2. Maximum Floor Area Ratio (FAR).

- a. Floor Area Ratio shall be defined as the gross leasable floor area of all commercial buildings and all multifamily dwellings, and the dwelling unit floor area of all other residential buildings on any lot divided by the land area of such lots. Parking garages shall not be included in the Floor Area Ratio calculation.
- b. Maximum floor area ratio shall be determined globally for the entire PMD District and shall not be calculated on an individual site/lot or sub-district basis. The total acreage

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

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

3. Lot Size Requirements:

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

D. BULK REGULATIONS

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

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

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

E. PARKING AND LOADING REQUIREMENTS

1. Parking Requirements:

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

2. Loading Requirements:

a. Purpose And Intent:

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

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

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

b. Dimensions of Spaces:

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

c. Schedule of Off-Street Loading Spaces:

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

1. A combination of dedicated loading spaces and shared loading spaces / zones may be used by restricting on street parking during off peak hours to allow for loading spaces or zones within the on-street parking space areas to occur during early morning or late evening hours.
2. The required loading spaces shall be calculated based upon the maximum required uses as follows:

a. CATEGORIES A, B & C:

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

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

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

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

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

F. LANDSCAPE AND TREE REQUIREMENTS

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

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

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

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

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

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

G. SIGN REQUIREMENTS

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

H. LIGHT REQUIREMENTS

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

I. ARCHITECTURAL REQUIREMENTS

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

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

J. ACCESS/ACCESS MANAGEMENT

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

K. PUBLIC/PRIVATE ROAD IMPROVEMENTS, INCLUDING PEDESTRIAN CIRCULATION

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

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

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

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

12. Public Street Pavement Standards:

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

13. Private Street Design Standards:

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

14. Private Street Pavement Standards:

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

L. TRAFFIC IMPACT STUDY

1. External Roadway Network:

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

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

2. Internal Roadway Network:

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

M. MISCELLANEOUS

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

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

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

O. PUBLIC ART REQUIREMENTS

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

PARCEL PLAN OLIA VILLAGE

SOUTHWEST QUADRANT OF OLIVE & LINDBERGH BOULEVARD
CREVE COEUR, MO



ONE WENTWORTH DRIVE, SUITE 100
ST. LOUIS, MO 63103
OFFICE NO. 314-418-1800
LICENSE NO. 194-00001

CONSULTANTS

SITE CONCEPT PLAN



SCALE IN FEET



LEGEND

- DEVELOPMENT BOUNDARY LINE
- PROPOSED LOT LINE
- PROPOSED R.O.W. LINE
- CONCEPTUAL ALLOE FOOTPRINT
- PROPOSED EASEMENT
- A CATEGORY A - MAIN STREET DEVELOPMENT
- B CATEGORY B - MIXED USE DEVELOPMENT
- C CATEGORY C - GENERAL OFFICE DEVELOPMENT
- D CATEGORY D - RESIDENTIAL DEVELOPMENT

KEYNOTES

- (A) CONCEPTUAL BUILDING FOOTPRINT (TYP)
- (B) EXISTING BUILDING TO REMAIN AND BE REHABILITATED (TYP)
- (C) ST BUFFER (TYP)
- (D) REPAIRS
- (E) ST COMMERCIAL BUILDING ENTRANCE (BEYOND BUFFER)
- (F) ST ENTRANCE (TYP)
- (G) ST NATURAL VEGETATION BUFFER
- (H) ST NO IMPERVIOUS BUFFER

PARKING NOTES

1. TYPICAL PERPENDICULAR PARKING STALLS ARE 8' WIDE x 17' LONG. TYPICAL ANGULAR PARKING STALLS ARE 8' WIDE x 17' LONG TO FACE OF CURB. (ANGULAR PARKING REQUIRED PERPENDICULAR TO FACE OF CURB).
2. TYPICAL PARALLEL PARKING STALLS ARE 8' WIDE x 17' LONG.
3. EXACT NUMBER AND LOCATION OF ADA STALLS TO BE DETERMINED PER THE FINAL LOT LAYOUT AND WILL MEET THE REQUIREMENTS OF CREVE COEUR AND FEDERAL ACCESSIBILITY DESIGN STANDARDS.

ANTICIPATED PARKING SUMMARY													
LOT	GENERAL USE DESCRIPTION	ANTICIPATED RETAIL FLOOR AREA			ANTICIPATED RESTAURANT FLOOR AREA			HOTELS AND ACCOMMODATIONS			ANTICIPATED NUMBER OF MULTIFAMILY RESIDENTIAL UNITS		
		INTERNAL	EXTERNAL	STORAGE	INTERNAL	EXTERNAL	STORAGE	INTERNAL	EXTERNAL	STORAGE	INTERNAL	EXTERNAL	STORAGE
		(SQ FT)	(SQ FT)	(SQ FT)	(SQ FT)	(SQ FT)	(SQ FT)	(SQ FT)	(SQ FT)	(SQ FT)	(SQ FT)	(SQ FT)	(SQ FT)
CATEGORY A, B & C													
#1	RETAIL	120,000									400	551	270
#2	RESTAURANT/RETAIL	6,700	6,700		11,300	300	750	50			207	232	16
#3	RESTAURANT/RETAIL	11,500			2,500	80	300	20			77	28	20
#4	RETAIL/RESIDENTIAL/MULTIFAMILY	66,800	6,800	270	450	30		24,000	200		700	1,543	31
#5	RETAIL/RESTAURANT/RETAIL	6,800	20,800		14,300	400	450	30			207	41	41
#6	RETAIL/RESTAURANT/MULTIFAMILY	45,000			2,200	70	450	30			175,000	176	30
#7	RETAIL/RESTAURANT/MULTIFAMILY	25,000			5,000	170	450	30			142,000	220	42
#8	RETAIL	35,000									100	0	
#9	OFFICE/RESEARCH	35,500									100	0	
#10	OFFICE	50,000									421	276	21
#11	RETAIL & RECOMMENDATIONS				1,800	200	750	50	81,000	100	207	63	21
#12	RETAIL & RECOMMENDATIONS							17,000	100		146	5	5
#13	OFFICE/RESEARCH	65,000									100	222	162
#14	STORAGE/MULTIFAMILY		90,000					235,000	100		300	0	
#15	OFFICE		30,000								440	260	300
#17	OFFICE		25,000								71	37	27
TOTAL CATEGORY A, B & C													
SHARED USE PARKING (TYPICAL)													
											500		
CATEGORY D													
#16	SINGLE-FAMILY/TOWNHOMES										271,000	100	260
TOTAL CATEGORY D													
											260		
TOTAL CATEGORY D													
											260		

* THE ANTICIPATED PARKING STRUCTURE GROSS FLOOR AREA IS BASED UPON THE LOT AREA SHOWN ON THE ANTICIPATED STRUCTURE SUMMARY INFORMATION SHEET AND IS SUBJECT TO CHANGE.
 ** THE PROPOSED DEVELOPMENT DRAINAGE ALLOWS FOR A 25% REDUCTION IN OVERALL REQUIRED PARKING DUE TO SHARED-USE PARKING IN CATEGORY A, B & C.
 *** TOTAL PROVIDED PARKING COUNT DOES NOT ACCOUNT FOR REQUIRED ADA PARKING, TRASH ENCLOSURES OR LOADING PLACES.
 **** EXACT PARKING COUNTS AND LOCATION TO BE DETERMINED BASED UPON SITE DEVELOPMENT PLAN FOR THE SPECIFIC LOT.
 ***** SHARED PARKING AGREEMENTS WILL OCCUR BETWEEN PARCELS.

PRELIMINARY
NOT FOR CONSTRUCTION
NOVEMBER 13, 2023

OLIA VILLAGE DEVELOPMENT

LINDBERGH & OLIVE BLVD



THE RIGHT TO DEVELOP

CREVE COEUR, MO

DATE: 11/13/2023	DESIGNER: CMT
PROJECT NO: 20230105	CAD/DRW FILE: 2023CONCEPTPLAN.DWG
DESIGNED BY: THALUS	DRAWN BY: JEN
CHECKED BY: CMT	APPROVED BY: CMT
COPYRIGHT: CRAWFORD, MURPHY & TILLY, INC. 2023	

PARCEL PLAN



MEMORANDUM

Date: September 12, 2025
To: Sharon Stott, Interim City Administrator
From: Dione Garson, P.E., Interim Assistant Director of Public Works
CC: Jim Heines, Interim Director of Public Works
Subject: Stormwater Management Cost-Share Program – Round Three

Staff Recommendation

Staff is recommending City Council approval of the Stormwater Committee's recommended projects for Round Three of the Stormwater Management Cost-Share Program for a total amount of \$20,005.

Project Funding

The program is funded under 05-61-71-9509. The FY2026-FY2030 Capital Improvement Program allocated \$90,000 for FY2026, of which \$60,000 is allocated for Round Three and \$30,000 is budgeted for the approved Round Two projects.

Program Overview

On October 9, 2023, the City Council adopted Resolution No. 1677 establishing a Stormwater Management Cost-Share Program and defining the program's policies.

The program's goal is to help homeowner's address stormwater issues that are unlikely to benefit from a City-funded project or receive funding from programs offered by other organizations and agencies.

The program has two categories: Homeowner Associations and individual homeowners.

- **Homeowner Association (HOA) Category:**
 - Help subdivisions and HOAs with the costs of maintaining stormwater detention basins and other stormwater control measures.
 - The program aims to fund up to two HOA projects for 50% of the project's estimated costs up to \$20,000 per project.
- **Individual Homeowner Category:**
 - Helps individual homeowners with the costs of maintaining existing stormwater management installations; improve grading; or installing management systems such as rain gardens, bioswales, cisterns, or porous paver systems with detention.
 - The program aims to fund up to four individual homeowner projects for 50% of the project's estimated costs up to \$5,000 per project.

Background

On May 28, 2025, City staff hosted an informal informational event at the Government Center. At this event, residents learned about the program and stormwater management control measures that the program supports. Residents also had the opportunity to briefly meet with City staff to ask questions and schedule site visits.

Stormwater Committee Recommendations

At the September 10, 2025 meeting, the Stormwater Committee recommended the following projects for City Council approval. A staff memo summarizing Round Three applications is attached.

Stormwater Committee Recommended Individual Homeowner Projects

Project	Estimated Total Costs	Cost-Share Reimbursement	Budgeted
10 Balcon Estates	\$5,632	\$2,816	
191 Plantation Drive	\$10,000	\$5,000	
Totals	\$15,632	\$7,816	\$20,000

Table 1: Recommended Individual Homeowner Projects

Stormwater Committee Recommended Homeowner Association Projects

Project	Estimated Total Costs	Requested Cost-Share Amount	Budgeted
Greengate Subdivision	\$2,487	\$1,244	
Briarcliff Common Corp	\$21,890	\$10,945	
Totals	\$23,090	\$12,189	\$40,000

Table 2: Recommended Homeowner Association Projects

Total Round Three Requested Funds

Program Category	Requested Cost-Share Amount	Budgeted
Individual Homeowner	\$7,816	
Homeowner Association	\$12,189	
Totals	\$20,005	\$60,000

Table 3: Round Three Requested Funds

Schedule/Timeline

If the City Council approves the Stormwater Committee project recommendations, then City staff will contact all applicants. To qualify for funding, projects must be installed and program requirements met by June 15, 2026.

Attachments

- Exhibit A: Application Summary – Round Three

RESOLUTION NO. 1828

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, TO EXECUTE THE STORMWATER COMMITTEE'S PROJECT RECOMMENDATIONS FOR ROUND THREE OF THE CITY'S STORMWATER MANAGEMENT COST-SHARE PROGRAM FOR A NOT-TO-EXCEED REIMBURSEMENT AMOUNT OF \$20,005.00.

WHEREAS, a Stormwater Management Cost-Share Program was approved by City Council with Resolution No. 1677 to help 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, installing stormwater management features will help reduce flood risks, improve water quality, safeguard waterways, and help protect the City's investment in creekbank stabilization projects.

WHEREAS, the Stormwater Committee has carefully considered each application submitted and recommends inclusion of the projects listed on Exhibit A attached hereto in Round Three of the Cost Share Program with a not-to-exceed total reimbursement of \$20,005.00.

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

Section 1. The homeowner association and individual homeowner projects listed on Exhibit A attached hereto are approved for inclusion in Round Three of the Stormwater Management Cost-Share Program, with a **not-to-exceed total reimbursement sum of \$20,005.00**. 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 and the related provisions of the Cost Share Program, and the matters herein approved.

ADOPTED THIS 24TH DAY OF SEPTEMBER 2025.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE, MRCC
CITY CLERK

Exhibit A
Application Summary – Round Three



MEMORANDUM

DATE: September 6, 2025
TO: Stormwater Committee
FROM: Dione Garson, PE, Interim Assistant Director of Public Works
SUBJECT: Stormwater Management Cost-Share Program – Round Three

Overview

The City of Creve Coeur Stormwater Management Cost-Share Program Round Three accepted applications from May 1, 2025 to July 15, 2025. The program's timelines have shifted to align with the City's fiscal year. Future rounds of the program will similarly have a July application deadline and a project completion deadline of June in the following calendar year.

The program is funded under 05-61-71-9509. The FY2026-FY2029 Capital Improvement Program allocated \$90,000 for FY2026, of which \$60,000 is allocated for Round Three and \$30,000 is budgeted for the approved Round Two projects.

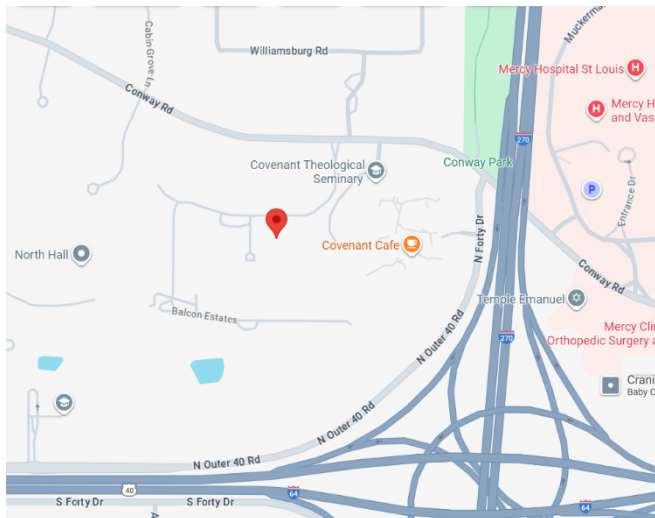
For this round of funding, the program has budgeted \$40,000 for two Homeowner Association projects (50% match up to \$20,000 per project) and \$20,000 for four Individual Homeowners projects (50% match up to \$5,000 per project).

On May 28, 2025, City staff hosted an informal informational event at the Government Center inside City Council Chambers. At this event, residents learned about the program and stormwater management control measures that the program supports. Residents also had the opportunity to briefly meet with City staff to ask questions and schedule site visits.

Project Summaries and Staff Comments – Individual Homeowner Applications

Application #1 – 10 Balcon Estates

- Project location:



- Existing conditions:
 - 10 Balcon Estates is downgrade from the neighbors across the roadway.



- Description of the problem:
 - Front yard flooding and ponding
 - Erosion
 - Runoff from the site carries with it soil and mulch, which enters nearby stormwater inlets

- Description of the proposed solution:
 - The homeowners attempted to install a raingarden.
 - Heavy rains washed away the soil amendments and mulch.
 - The proposed project includes planting River Birch trees and installing a berm, raingarden with native plantings, and a rock-scape.
 - The application states that the rain garden design follows the standard detail included in the City's online resource guide
 - One of the homeowners will perform the work. The application states that the homeowner is:
 - Therapeutic Horticulture Certified
 - Master Gardener and Master Naturalist trained
 - A member of the professional Botanical and Horticulture community

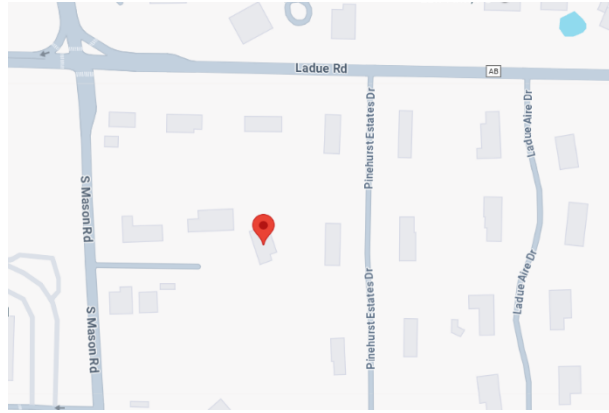
- Project costs:

Bid	Cost
River Birch	\$1,500
Native Plants	\$800
Compost	\$670
Rock	\$2,662
Total Estimated Costs	\$5,632
Requested Cost-Share Amount	\$2,816

- This project was not identified as a possible project in the 2024 Watershed Management Plan (WMP).
- Staff comments:
 - This site does not have a United States Geological Survey (USGS) stream on site.
 - St. Louis Metropolitan Sewer District (MSD) stormwater assets are on the site.
 - The hand-drawn sketches of the plan are sparse. If approved by the Stormwater Committee, City staff will work with the homeowner to ensure that the project detains stormwater runoff. The application states that the homeowner intends to use the City-provided standard details as a guide.
- Staff recommendations:
 - The project appears to be in keeping with the program's policies and goals.
 - The proposed project seems to address public safety issues (roadway ponding), stormwater quantity issues (retaining runoff), as well as water quality issues (reducing erosion).

Application #2 – 160 South Mason Road

- Project location:

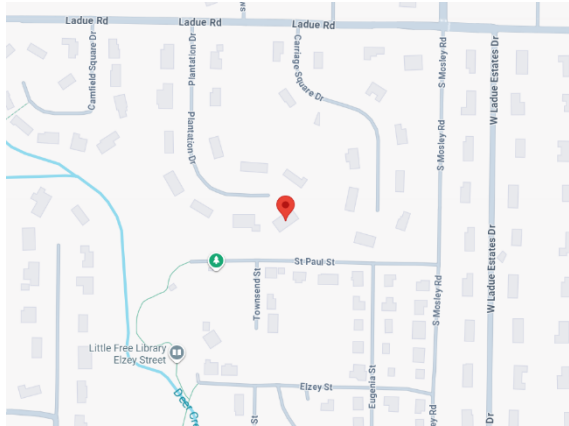


- Description of the problem:
 - The application reports that City plows have damaged a private curb and inlet structure.
 - Department of Public Works staff investigated the issue and does not believe that the issue was caused by City plows.
- Description of the proposed solution:
 - The application proposes installing an asphalt curbing.
- This project was not identified as a possible project in the 2024 Watershed Management Plan (WMP).
- Project costs:

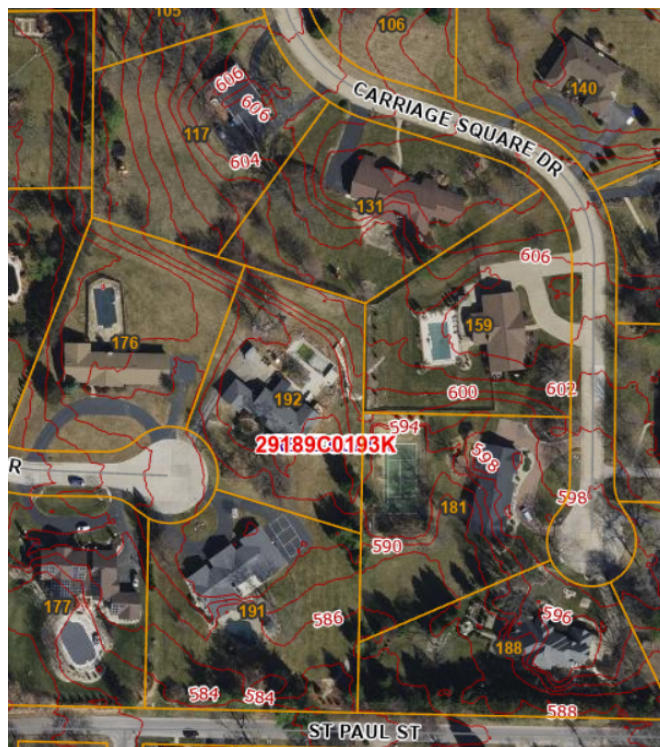
Bid	Cost
Total Estimated Costs	\$1,530
Requested Cost-Share Amount	\$765
- Staff recommendations:
 - This program does not appear to be in keeping with the program's policies and goals.

Application #3 – 191 Plantation Drive

- Project location:



- Existing site conditions:
 - The site receives runoff from approximately five neighboring properties.



- Description of the problem:
 - The homeowners submitted a Round Two application.
 - Before work began on the northern raingarden/bioswale, the area was overwhelmed by runoff. The homeowners withdrew the Round Two application for this area of work, and requested the opportunity to redesign and resubmit.

- As the Round Two raingarden and swale were not installed and the homeowners did not receive reimbursement for the approved raingarden, City staff informed the residents that they could re-apply to the program with a re-designed raingarden. City staff was clear that the Stormwater Committee and the City Council recommend and approve projects – not City staff.
- Runoff from upgrade properties flows through 191 Plantation Drive toward MSD inlets on the south side of the site.
- In 2022, the homeowners installed a raingarden. It is likely that the raingarden was not large enough, and plants, soil, and mulch washed away.
- Observed evidence of erosion shows that the site receives a large volume of runoff.
- Description of the proposed solution:
 - Installation of a 30-foot long, 5-foot wide rock-lined swale with geotechnical fabric. This is approximately double the size of the proposed work in the Round Two application.
 - Expanding the size of the 2022 raingarden by approximately seven feet.
 - Increase the height and width of the berm around the raingarden to capture and detain more runoff.
 - Lower the depth of a 13-foot by 7-foot section of the system by six inches. This will add approximately 45.5 more cubic feet (340 gallons) of detention.
 - Relocate the spillway to detain more water.

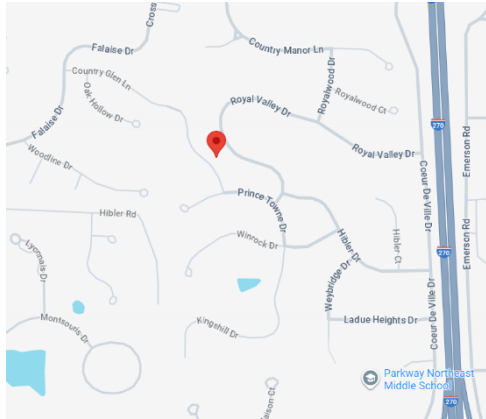
Bid	Cost
Improvements to the existing system	\$8,500
Maintenance	\$1,500
Total Estimated Costs	\$10,000
Requested Cost-Share Amount	\$5,000

- This project was not identified as a possible project in the WMP. If this issue had been reported to the WMP, it would have likely been scored as a possible public project because of the size of the catchment area.
- Staff recommendations:
 - The proposed work appears to be in keeping with the program's policies and goals.
 - Designing stormwater mitigation systems is complicated. To make the cost-share program accessible, residents are not required to work with an engineer for modeling and plan development.
 - This homeowner is attempting to better address a stormwater issue by adjusting plans as they learn and observe more.
 - Goals of the City's cost-share program include educating and inspiring homeowners to address stormwater issues on their own.

- Adjusting plans to increase detention seemed in keeping with both the program goal of decreasing runoff.
- The placement of the system before the MSD inlets will also deliver water quality benefits.

Application #4 – 356 Country Glen Lane

- Project location:



- Existing site conditions:
 - The home is approximately 28 feet above Royal Valley Drive.



- Description of the problem:
 - Erosion and sloughing of the hillside
- Description of the proposed solution:
 - Install drainage pipes
 - Repair retaining wall

Bid	Cost
Total estimated costs of slope stabilization, retaining wall, and pipping	\$9,722
Requested Cost-Share Amount	\$4,861

- This project was not identified as a possible project in the WMP.

- Staff recommendations:
 - This project does not offer detention or water quality benefits.
 - The program does not fund the installation of pipes without associated detention or attenuation.
 - This project does not appear to be in keeping with the program's policies or goals.

Project Summaries and Staff Comments – Homeowner Association Applications

Application #1 – Greengate Subdivision

Project location:



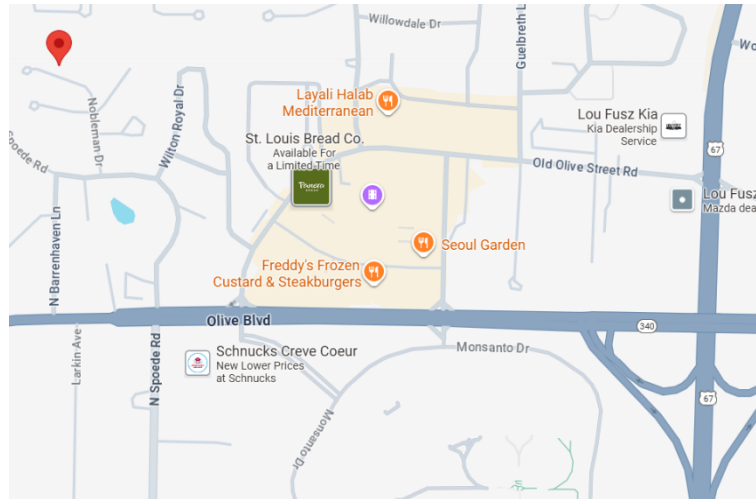
- Existing site conditions:
 - The subdivision's common ground is adjacent to a natural depression area that often fills with water.
- Description of the problem:
 - The depression receives flows from both MSD and MoDOT pipes.
 - When the depression is filled, water overflows into the common ground towards an MSD inlet to the west.
 - Homeowners adjacent to the common ground are concerned about the possibility of structural flooding.
- This project is identified as a possible project in the WMP with a benefit/cost ratio of 0.26.
- Description of the proposed solution:
 - Create an approximately 225-foot long, 3-foot wide, and 1-foot swale from the depression area towards the MSD inlet
 - Use cut materials from the swale to create a one-foot-high berm between the swale and the homes adjacent to the common ground.

Bid	Cost
Total Estimated Costs of the Lowest Submitted Bid	\$2,487
Requested Cost-Share Amount	\$1,244

- Staff recommendations:
 - The proposed work appears to be in keeping with the program's policies and goals.

Application #2 – Briarcliff Common Corp.

Project location:



- Existing site conditions and description of the problem:
 - The complex has two detection ponds that are in need of dredging.
 - The ponds overflow during heavy rain events.
- This project is not identified as a possible project in the WMP.

Description of the proposed solution:

- Remove approximately 200 cubic yards of sediment.

Bid	Cost
Total Estimated Costs of the Lowest Submitted Bid	\$21,890
Requested Cost-Share Amount	\$10,945

- Staff recommendations:
 - The proposed work appears to be in keeping with the program's policies and goals.

Round Three Summary

Summary of Individual Homeowner Applications

Project	Estimated Total Costs	Requested Cost-Share Amount	Appears to Meet Program Goals ¹
10 Balcon Estates	\$5,632	\$2,816	Yes
160 South Mason Drive	\$1,530	\$765	No
191 Plantation Drive	\$10,000	\$5,000	Yes
356 County Glen Lane	\$9,722	\$4,861	No

1. The column "Appears to Meet Program Goals" represents the staff's recommendation. The Stormwater Committee determines if a proposed project will be recommended to the City Council for funding.

Summary of Staff Recommended Individual Homeowner Applications

Project	Estimated Total Costs	Requested Cost-Share Amount	Budgeted
10 Balcon Estates	\$5,632	\$2,816	
191 Plantation Drive	\$10,000	\$5,000	
Totals	\$15,632	\$7,816	\$20,000

Summary of Homeowner Association Applications

Project	Estimated Total Costs	Requested Cost-Share Amount	Appears to Meet Program Goals ²
Greengate Subdivision	\$2,487	\$1,244	Yes
Briarcliff Common Corp	\$21,890	\$10,945	Yes

2. The column "Appears to Meet Program Goals" represents the staff's recommendation. The Stormwater Committee determines if a proposed project will be recommended to the City Council for funding.

Summary of Staff Recommended Homeowner Association Applications

Project	Estimated Total Costs	Requested Cost-Share Amount	Budgeted
Greengate Subdivision	\$2,487	\$1,244	
Briarcliff Common Corp	\$21,890	\$10,945	
Totals	\$23,090	\$12,189	\$40,000



MEMORANDUM

DATE: September 16, 2025

TO: Sharon Stott, Interim City Administrator

FROM: Dione Garson, P.E., Interim Assistant Director of Public Works

CC: Jim Heines, Interim Director of Public Works

SUBJECT: Recommendation for awarding Ideal Landscape Construction, Inc. the construction contract for:

- 252 Bellington Lane (CC-S-09)
- Fernpark Drive (CC-S-04)
- Mason Forest Drive (CC-S-07)

RECOMMENDATION:

City staff is recommending that City Council approve the contract with Ideal Landscape Construction, Inc. for the construction of:

- 252 Bellington Lane (CC-S-09)
- Fernpark Drive (CC-S-04)
- Mason Forest Drive (CC-S-07)

The projects were identified in the City's 2024 Watershed Management Plan (WMP). One contract will include the construction of all three of the above listed projects.

PROJECT FUNDING:

The project will be funded by the Park and Stormwater Fund under account 05-61-71-9509, Stormwater.

The FY2026-FY2030 Capital Improvement Program (CIP) budgeted \$450,000 in FY2026 for the following projects under the line item FY2025 Stormwater Projects.

Project	WMP Project Number	Benefit/Cost Ratio
252 Bellington Lane	(CC-S-09)	1.29
Fernpark Drive	(CC-S-04)	2.07
Mason Forest Drive	(CC-S-07)	4.69
Warington Square ¹	(DC-S-26)	1.29
Woodbridge Manor	(DC-S-03)	6.83

Table 1: Projects included in the FY2026 line item FY2025 Stormwater Projects

1 – Warington Square (DC-S-26) is on hold. Two lots within the project limits are being redeveloped.

The following table show the costs budgeted for the line item FY2025 Stormwater Projects. This line item includes:

- \$215,000 in FY2025 Projected
- \$450,000 in FY2026 Projected
- The total budget (FY2025 & FY2026) for the five projects is **\$665,000**

Phase or Scope	Contactor or Engineering Firm	Budgeted in CIP	Bid or Proposal	Resolution
Preliminary Engineering (all five projects)	Trekk Design Group	\$161,000	\$160,714	No. 1749
Final Engineering Design (Bellington, Fernpark, Mason Forest)	Trekk Design Group	\$52,000	\$51,696	No. 1772
Construction (Bellington, Fernpark, Mason Forest)	Ideal Landscape Construction	\$77,000	\$142,266	
Woodbridge Final Engineering Design	Trekk Design Group	\$75,000	\$39,697	No. 1815
Woodbridge Construction	TBD	\$300,000	TBD	
Total		\$665,000	\$394,373 + TBD	

Table 2: Budgeted costs included for the \$450,000 FY2026 line item FY2025 Stormwater Projects

- The bid for the construction of Bellington, Fernpark, and Mason Forest is approximately \$65,000 more than the costs assumed during CIP planning.
- The costs for Woodbridge Final Design are approximately \$35,000 less than the costs assumed during CIP planning.
- The difference between the under-estimated costs of constructing Bellington, Fernpark, and Mason Forest and the over-estimated final design costs for Woodbridge is approximately \$30,000.
- The costs for Woodbridge construction are still unknown.
- City Staff anticipates surplus funding on other projects to cover the difference of approximately \$30,000 between budget and to-date contract costs.

BACKGROUND INFORMATION:

- In FY2025, the Stormwater Committee recommended the three projects in this construction contract be funded for engineering design.
- The Stormwater Committee expressed a desire for choosing projects that address structural flooding and roadway flooding.
- The stormwater issues identified in the WMP include:
 - Mason Forest Drive (CC-S-07) – Structural flooding
 - Fernpark Drive (CC-S-04) – Structural and yard flooding
 - 252 Bellington Lane (CC-S-09) – Structural and yard flooding

To address the stormwater issues, brick-lined swales are proposed to be installed on each of the three sites. Brick-lined swales offer the following benefits:

- Swale, in general, have a lower construction cost than inlets and pipe systems.
- Swales allow the project to deliver a greater level of protection than would be feasible with a pipe system.
- The brick-lined swales are designed to convey the 100-year, 5-minute event. The 15-year, 20-minute event is the Metropolitan St. Louis Sewer District (MSD) design standard for piped stormwater conveyance.
- Brick-lined swales are low-maintenance and have an expected useful life that can reasonably be considered to be between 50 and 100 years.
- Brick-lined swales complement the look and feel of City of Creve Coeur homes and neighborhoods as well as the overall aesthetic standards of the City.

BID SUBMITTALS:

- A pre-bid meeting was held on Wednesday, September 3, 2025.
- City staff emailed an invitation to bid to 39 landscaping contractors, masonry contractors, and pavement contractors in hopes that the contractors would have the capability to install Brick-lined swales, a fairly specialized item.
- The project was advertised on the Drexel Technologies website.
- The three projects were bundled for bidding with the hopes of making the project more appealing to a wide number of contractors.
- The bid opening was at 10:00 am on Wednesday, September 3, 2025.
- The City received and opened one bid from Ideal Landscape Construction, Inc.

CONTRACTOR:

Ideal Landscape Construction, Inc. has successfully completed City projects including Millennium Park, Dr. H. Phillip Venable Park, and Stormwater Facility Maintenance. Ideal Landscape Construction, Inc. was a reliable contractor and delivered quality work on these projects. City staff expects that Ideal Landscape Construction, Inc. will be a reliable contractor and execute this project according to the contract documents and plan set.

PROJECT SCHEDULE:

The project is expected to be constructed this fall with a substantial completion date of November 19, 2025.

ATTACHMENTS:

- Exhibit A – City-Contractor Agreement
- Exhibit B – Bid Tabulation

RESOLUTION NO. 1829

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE EXECUTION OF A CONTRACT WITH IDEAL LANDSCAPE CONSTRUCTION, INC. FOR THE CONSTRUCTION OF THE MASON FOREST DRIVE, FERNPARK DRIVE, AND 252 BELLINGTON LANE PROJECTS FOR THE NOT-TO-EXCEED AMOUNT OF \$142,266.00.

WHEREAS, the City's 2024 Watershed Management Plan identified structural and yard flooding issues at Mason Forest Drive, Fernpark Drive, and 252 Bellington Lane; and

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, the project was competitively bid per the requirements of the City Code of Ordinances, but there was only one bidder, Ideal Landscape Construction, Inc.; and

WHEREAS, Public Works staff has found that Ideal Landscape Construction, Inc. is well qualified for the stormwater management installations that address the risks of structural and yard flooding while adhering to applicable design and permitting requirements and recommends award of the contract to them;

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

Section 1. The Standard Agreement between **Ideal Landscape Construction, Inc.** and the City, attached hereto as "Exhibit A," with a not-to-exceed **contract sum of \$142,266.00**, is hereby approved, and the Interim 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 Interim City Administrator and her 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 24TH DAY OF SEPTEMBER, 2025.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE, MRCC
CITY CLERK

PROJECT MANUAL



BELLINGTON, FERNPARK, MASON FOREST SWALE PROJECT

**This Proposal to be Publicly Opened and Read:
10:00 a.m. on Wednesday, September 3, 2025**

Approval:

Dione Garson, P.E.
Interim Assistant Director of Public Works

Date

Dated: August 12, 2025

CITY OF CREVE COEUR – DEPARTMENT OF PUBLIC WORKS
300 North New Ballas Road Creve Coeur, Missouri 63141 314-872-2533

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INVITATION FOR BIDS

Sealed bids for the **Bellington, Fernpark, Mason Forest Swale Project** in the City of Creve Coeur, Missouri, will be received by Jim Heines, Director of Public Works, until **10:00 AM CDT on WEDNESDAY, September 3, 2025**, at the Public Works office, located in the Creve Coeur Government Center, 300 North New Ballas Road, Creve Coeur, Missouri 63141, and will thereafter be publicly read aloud.

The scope of work for this project includes, but is not limited to, grading, installing brick-lined stormwater channels, and site restoration at three sites in the City of Creve Coeur, Missouri. The work involved with this project is described in further detail within the Project Manual. The City reserves the right to revise the project limits and may add or remove work locations at any time.

Bid Documents will be available beginning August 12, 2025, for viewing or download from the “eDistribution Plan Room” on the Drexel Technologies website (www.drexeltech.com). Printed sets of the bid documents for the project can be purchased from Drexel Technologies, located at 60 Progress Parkway, Maryland Heights, MO 63043. Questions regarding acquiring plans and specifications, pricing, or other related issues should be directed to Drexel Technologies at (314) 872-0900.

Questions regarding this project should be directed to the following: Dione Garson, PE, Interim Assistant Director of Public Works, at (314) 274-2107 or dgarson@crevecoeurmo.gov

An optional **pre-bid meeting** will be held at **10:00 a.m. on Wednesday, August 20 2025**, at the Creve Coeur Government Center. Prospective bidders are encouraged to attend this meeting.

The Work shall be in accordance with the provisions set forth in the Bid Documents, which have adopted, by reference, the standards of the 2024 edition of the “Standard Specifications for Road and Bridge Construction,” by the St. Louis County Department of Transportation and the 2018 edition of the “Rules and Regulations and Engineering Design Requirements for Sanitary Sewer and Stormwater Drainage Facilities” by the Metropolitan St. Louis Sewer District.

Each Bid must be accompanied by a cashier’s check, a certified check, or a Bid Bond executed by the Bidder and an approved surety company, made payable to the City of Creve Coeur, in an amount not less than ten percent (10%) of the sum total of the bid.

Not less than the specified wage, as found by the Department of Labor and Industrial Relations of the State of Missouri pursuant to Sections 290.095 et seq RSMo, or determined by court on appeal, shall be paid to all workmen performing work under this Contract, and the Contractor will indemnify and hold the City harmless therefore.

The City reserves the right to reject any and all bids and to waive all informalities in Bids. By submitting Bid, a Bidder agrees that their Bid will not be withdrawn for a period of sixty (60) days except as provided herein, subsequent to the specified time for receipt of Bids and further agrees to the terms and conditions of this invitation and the Project Manual regarding the bidding process. No low Bidder shall have a business expectancy merely because their Bid is the lowest one received: until the contract has been awarded, no business expectancy exists. Bids may be withdrawn solely for demonstrated and verifiable clerical or typographical mistake, but not mistake of judgment.

CITY OF CREVE COEUR

Jim Heines, Director of Public Works

INSTRUCTIONS TO BIDDERS

ARTICLE 1 DEFINITIONS

- 1.1 Bidding Documents (or Bid Documents) include the Invitation for Bids, Instructions to Bidders, the Bid Proposal Form, and the Contract Documents, including any Addenda issued prior to receipt of bids. The Contract Documents for the Work consist of the City-Contractor Agreement, General Conditions of City-Contractor Agreement, the Non-Collusion Affidavit, the Contractor's Affidavit for Public Construction Projects, the Job Special Provisions, the Technical Specifications, the Construction Schedule, all Addenda, and all Modifications.
 - 1.1.1 All definitions set forth in the General Conditions of City-Contractor Agreement or in other Contract Documents are applicable to the Bidding Documents.
- 1.2 Addenda are written or graphic instruments issued prior to the execution of the City-Contractor Agreement which modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.
- 1.3 A Bid is a complete and properly signed proposal to do the Work or a designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- 1.4 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base to which work may be added or from which work may be deleted for sums stated in Alternate Bids.
- 1.5 An Alternate Bid is an amount stated in the Bid to be considered in place of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.
- 1.6 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the Bidding Documents or in the proposed Contract Documents.
- 1.7 A Bidder is a person or entity who submits a Bid.
- 1.8 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

- 2.1 Each Bidder, by making his Bid, represents and warrants that:
 - 2.1.1 He has read and understands the Bidding Documents and his Bid is made in accordance therewith.
 - 2.1.2 He has visited the site, has familiarized himself with the local conditions under which the Work is to be performed.
 - 2.1.3 His Bid is based upon the materials, products, systems, and equipment required by the Bidding Documents.

- 2.1.4 The contact information in the Bid shall be deemed current unless and until notice of change is provided in writing to the City. Failure to provide current contact information shall be deemed waiver of any and all rights to notice or action thereon or thereafter.

ARTICLE 3 BIDDING DOCUMENTS

3.1 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

- 3.1.1 Each Bidder shall use a complete set of Bidding Documents in preparing his Bid.
- 3.1.2 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or of the site and local conditions.
- 3.1.3 Bidders shall request clarification or interpretation of the Bidding Documents by making a written request to the Director of Public Works. Such requests must be received by the Director of Public Works at least seven (7) days prior to the date of for receipt of Bids to best ensure that the request can be addressed and disseminated to potential Bidders prior to the receipt of Bids.
- 3.1.3.1 This seven-day notice shall not be construed as a restriction against discussion of the Bid Documents or an elimination of the Bidder's responsibility to notify the City of ambiguity, inconsistency, or error as stated in Article 3.1.2 above.
- 3.1.4 Any interpretation, correction, or change of the Bidding Documents will be made by Addendum and shall be issued by the City. Interpretations, corrections, or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections, or changes.
- 3.1.5 If the City determines that clarification of or change to the terms and conditions of the Bidding Documents is necessary, the City may:
- 3.1.5.1 Issue a Request for Information to all plan holders setting forth a clarification of the Bid Documents;
- 3.1.5.2 Issue an Addendum to define a change to the Bid Documents;
- 3.1.5.3 Withdraw the request for Bids and notify the plan holders accordingly.
- 3.1.6 It shall be the responsibility of the Bidder to ensure that his prospective subcontractors, suppliers, and colleagues are aware of the terms of the City-Contractor Agreement and of any addendum(s) issued to the Bid Documents for this project.

3.2 SUBSTITUTIONS

- 3.2.1 The materials, products, systems, and equipment described in the Bidding Documents establish a minimum standard of required function, dimension, appearance, and/or function, which must be met by any proposed substitution.
- 3.2.2 No substitution of the materials, products, systems, or equipment described in the Bidding Documents will be considered prior to receipt of Bids unless written request for approval has been received by the City at least seven (7) days prior to the date for receipt of Bids. Each such request shall include the name of the material, product, system, or equipment for which substitution will be made and

a complete description of the proposed substitute including drawings, costs, performance, and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, products, systems, or equipment or other Work that incorporation of the substitute would require shall be included in each such request. The City, in its sole discretion, may approve or disapprove the proposed substitute.

- 3.2.3 If the City approves any proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.
- 3.2.4 No substitutions will be considered after the Contract is awarded unless specifically provided in the Contract Documents.

3.3 ADDENDA

- 3.3.1 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of Bidding Documents.
- 3.3.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
- 3.3.3 No addenda will be issued later than four (4) calendar days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.
- 3.3.4 Prior to submitting his Bid, each Bidder shall ascertain that he has received all Addenda issued, and he shall acknowledge receipt of all such Addenda in his Bid.

ARTICLE 4 BIDDING PROCEDURE

4.1 FORM AND STYLE OF BIDS

- 4.1.1 Attached to the Contract Documents is a separate and complete Bid Proposal Form to be signed and submitted as the Contractor's Formal Bid.
- 4.1.2 All blanks on the Bid Proposal Form shall be filled in by typewriter or manually in ink.
- 4.1.3 Where so indicated on the Itemized Bid Form, the dollar amount shall be expressed in both words and figures. In case of any discrepancy between the two, the amount written in words shall govern.
- 4.1.4 Any interlineation, alteration, or erasure must be clear as to its intent and must be initialed by the signer of the Bid. It is the Bidder's sole responsibility to submit a clear and legible Bid. The City will not attempt to interpret any unclear portion(s) of a Bid, and the City may reject any Bid deemed by the City to be unclear, according to Article 5 of these Instructions to Bidders.

4.2 BID SECURITY

- 4.2.1 Each Bid shall be accompanied by a certified check or bank draft on a responsible solvent bank or a satisfactory bid bond executed by the Bidder and surety company and payable to the City of Creve Coeur, Missouri, in the amount of not less than ten percent (10%) of the Base Bid plus the greatest of the Alternate Bids (if any). If the Bidder fails to enter into a contract with the City on the terms stated in his Bid, or fails to furnish a performance bond as

required by the Contract Documents, the amount of the Bid Bond shall be forfeited to the City as liquidated damages, not as a penalty.

- 4.2.2 The City will have the right to retain the Bid Bond of Bidders to whom an award is being considered until either (a) the City-Contractor Agreement has been executed and the performance bond has been furnished, (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected. The Bid Bond of all Bidders to whom an award is not being considered shall be returned promptly after the bid opening.

4.3 SUBMISSION OF BIDS

- 4.3.1 Each Bidder must complete the following documents and submit them with his bid:

- Bid security, as described in Article 4.2
- Subcontractor Utilization Form” – See Page 16
- "Non-Collusion Affidavit” – See Page 17
- “Contractor’s Affidavit for Public Construction Projects” – See Page 18
- List of references for similar services, particularly with area municipalities

A Bid Submittal Checklist is included with the Bid Proposal Form to assist with the organization of the documents required for the Bid.

- 4.3.2 All copies of the Bid and any other documents required to be submitted with the Bid shall be enclosed in a sealed envelope. Unless otherwise specified in the Invitation for Bids, the envelope shall be addressed to:

Department of Public Works
City of Creve Coeur
300 N. New Ballas Road
Creve Coeur, MO 63141

The envelope shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope. Both envelopes shall include the notation “SEALED BID ENCLOSED” on the face thereof.

- 4.3.3 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Invitation for Bids or any extension thereof made by an Addendum. Bids received after the time and date for receipt of Bids may not be accepted and, if not, will be returned unopened.
- 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated in the Invitation for Bids for receipt of Bids.

4.4 MODIFICATION OR WITHDRAWAL OF BID

- 4.4.1 A Bid may not be modified, withdrawn, or cancelled by the Bidder within sixty (60) days following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting his Bid.
- 4.4.2 Prior to the time and date designated for receipt of Bids, any Bid submitted may be modified or withdrawn by notice to the Department of Public Works at the place designated for receipt of Bids. Such notice shall be in writing over

the signature of the Bidder, and it shall be so worded as to not reveal the amount of the original Bid.

4.4.3 Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

4.4.4 The amount of the Bid Bond, if applicable, shall be in an amount sufficient for the Bid as modified or resubmitted.

ARTICLE 5 CONSIDERATION OF BIDS

5.1 LOCAL AND REGIONAL BUYING PREFERENCES

5.1.1 The Contractor is requested to use American products in the performance of this Contract whenever the quality and price are comparable with other goods.

5.2 ENVIRONMENTAL PREFERENCE

5.2.1 The City of Creve Coeur promotes environmentally sustainable practices by purchasing environmentally preferable products when cost, quality, variety, quantity, delivery time, and other defined specifications are no significantly inferior to competing commodities and services. Whenever possible, proposals shall provide applicable information relating to how the vendor's product is environmentally preferable. Environmentally preferable products are commodities or services that carry the certification of one (1) of the following national independent environmental certifying programs:

- EPEAT (Electronic Product Environmental Assessment)
- Energy Star
- Environmental Choice (Canada EcoLogo)
- Forest Stewardship Council
- Green Guard for Children and Schools
- Green Seal
- Green-e
- USDA Organic

Or that assume one (1) or more of the following qualities to a greater degree than comparable commodities and services:

- Biobased
- Biodegradable
- Carcinogen-free
- Chlorofluorocarbon-free (CFC-free)
- Compostable
- Durable or reusable, as opposed to single-use or disposable
- Energy efficient
- Heavy-metal free (e.g., no lead, mercury, cadmium)
- Less hazardous
- Low volatile organic compound (VOC) content
- Low-toxicity
- Made from rapidly renewable materials
- Persistent, bioaccumulative toxic free (PBT-free)
- Procured from vendors and contractors that follow green policies in their own operations
- Produced locally or regionally (to minimize environmental costs associated with shipping)

- Recyclable
- Recycled content
- Reduced greenhouse gas emissions
- Reduced packaging, especially polystyrene
- Refurbished
- Resource efficiency
- Upgradeable
- Water Efficient

5.3 OPENING OF BIDS

- 5.3.1 Unless stated otherwise in the Invitation for Bids, Bids accepted and received on time will be opened publicly and will be read aloud.

5.4 REJECTION OF BIDS

- 5.4.1 The City shall have the right to reject any or all Bids, to reject a Bid not accompanied by a bid bond or by other data required by the Bidding Documents, to reject a Bid which is in any way incomplete or irregular, and to rebid the Work at a later date if all Bids are rejected.

5.5 ACCEPTANCE OF BID (AWARD)

- 5.5.1 The City may make any investigation of a Bidder as it deems necessary to determine the ability of a Bidder to perform the Work. Bidders shall furnish information regarding their qualifications upon the reasonable request of the City. The City reserves the right to reject any Bid if the evidence submitted by, or other investigation of, the Bidder fails to satisfy the City that the Bidder has the proper qualifications to perform the Work in accordance with the Contract.
- 5.5.2 It is the intent of the City to award the Contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. However, the City reserves the right to accept the Bid which, in the City's judgment, is in the best interest of and most advantageous to the City. The City shall have the right to waive any informality or irregularity in any Bid or Bids received and to accept the Bid(s) which, in its judgment, is (are) in the City's own best interests.
- 5.5.3 The City shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid and the Alternates accepted.

ARTICLE 6 POST-BID INFORMATION**6.1 SUBMITTALS**

- 6.1.1 The Bidder will be required to establish, to the satisfaction of the City, the reliability and responsibility of the persons or entities proposed to furnish and perform the Work.
- 6.1.2 Prior to the award of the contract, the City will notify the Bidder in writing if the City, after due investigation, objects to any such person or entity proposed by the Bidder pursuant to Subparagraph 4.3.1 and 6.1.1 above. If the City objects to any such proposed person or entity, the Bidder may, at his option, (1) withdraw his Bid, or (2) submit an acceptable substitute person or entity with no adjustment in his bid price.
- 6.1.3 Persons and entities proposed by the Bidder and to whom the City has made no objection under the provisions of Subparagraph 6.1.2 must be used on the Work for which they were proposed and shall not be changed except with the prior written consent of the City.

ARTICLE 7 AWARD OF CONTRACT

- 7.1 Following receipt, to the satisfaction of the City, of all information required for the Bid, the City shall mail the Notice of Award of the Contract to the successful Bidder and unsuccessful Bidders the Notice of Award for this Contract.
- 7.2 Within five (5) working days from the date of receipt of the Notice of Award, the successful Bidder shall execute and deliver to the City the Contract Documents, and shall furnish the Bonds required by Paragraph 8.1 below and the Certificates of Insurance required by Section 6 of the General Conditions. In the event the successful Bidder fails to execute and deliver the Contract Documents, the Bonds, and the Certificates of Insurance as aforesaid, the City may, at its option, consider the Bidder in default and award the Contract to another Bidder, in which case the Bid Bond of the defaulting Bidder shall be forfeited to the City. Notice of such action shall be sent to unsuccessful Bidders by regular mail.
- 7.3 Any Bidder who has an objection or concern which they would have standing to raise in court under applicable law regarding the award of the Contract shall deliver written notice thereof to the City Clerk in the form of a sworn detailed complaint within one week after the date of mailing of the notice of award or shall be deemed to have waived any and all rights to contest the award. Upon receipt of such complaint, a hearing shall be scheduled by the City Administrator to be conducted before him or her as a contested proceeding pursuant to Chapter 536 RSMo. including with rights to judicial review. No other form of remedy, judicial or otherwise, may be sought to contest the award. The City Council shall be promptly notified by the City Administrator of his or her decision and may at any time prior to a timely petition for judicial review, or expiration of thirty (30) days after such decision, either confirm or overturn that decision. Absent any such action by the City Council, upon the filing of a timely petition for judicial review, or expiration of such thirty (30) day period, the City Council shall be deemed to have confirmed the decision.

ARTICLE 8 BOND REQUIREMENTS**8.1 BID BOND**

8.1.1 Bid Security shall be as specified in Article 4.2.

8.2 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

8.2.1 In the event that the Contract Sum equals or exceeds \$50,000.00, the Contractor shall be required to furnish a Performance Bond and a Labor and Material Payment Bond, each in an amount equal to one-hundred percent (100%) of the Contract Sum as security for the faithful performance of this Contract and for payments to all parties and suppliers involved with the performance of the Contract. The surety shall be a company licensed to do business in the State of Missouri and shall be acceptable to the City.

ARTICLE 9 FORM OF AGREEMENT BETWEEN CITY AND CONTRACTOR**9.1 FORM TO BE USED**

9.1.1 Unless otherwise required in the Bidding Documents, the City-Contractor Agreement for the work shall be substantially in the form attached hereto.

ARTICLE 10 BID PROPOSAL FORM**BID TIME:** 10:00 A.M.**BID DATE:** WEDNESDAY, SEPTEMBER 3, 2025**TO: THE CITY OF CREVE COEUR, MISSOURI**

The undersigned, having carefully examined the site(s) of the work and having read and understood all of the Contract Documents, adding Addenda _____ through _____, for the

Bellington, Fernpark, Mason Forest Swale Project

and being familiar with the local conditions affecting the work, hereby proposes to furnish all labor, materials, equipment, and services required for the performance and completion of said project in accordance with the said Contract Documents and the following itemized Bid.

(Signature)

(Print Name)

(Company Name)

(Address)

(City, State, and ZIP code)

(Telephone Number)

(Seal if bid by Corporation)

BID SUBMITTAL CHECKLIST

The following list of documents shall be submitted as part of the Bid:

Article 10 – Bid Proposal Form (Page 9)

Itemized Bid Form (Pages 11 to 16)

Bid Security (e.g., Bid Bond)

Subcontractor Utilization Form (Page 16)

Non-Collusion Affidavit (Page 19)

Contractor's Affidavit for Public Construction Projects (Page 20)

List of References

A completed Bid Submittal Checklist (This Page)

This checklist reflects, but does not modify or supersede, the requirements set forth in Section 4.3.1 of the Instructions to Bidders and is provided for the benefit of the Bidder.

ITEMIZED BID FORM**Itemized Bid Form**

Project: Bellington, Fernpark, and Mason Forest Swales
 Location: 252 and 270 Bellington Lane (One of Three Project Locations)

Sealed Bids Publicly Opened and Read
Wednesday, September 3, 2025

Department of Public Works
 City of Creve Coeur, Missouri
 300 North New Ballas Road
 Creve Coeur, MO 63141
 314-872-2533

Contractor's Name _____

Date _____

Item Number	Quantity	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
1	1	MOBILIZATION at _____ Lump Sum				
2	33	EXCAVATION (CY) at _____ Unit Price				
3	12	EARTHEN FILL (CY) at _____ Unit Price				
4	74	SWALE (SY) Glen-Gery Riverfront Pewter Paver at _____ Unit Price				
5	65	TURFGRASS SOD (SY) at _____ Unit Price				
6	5	MULCH (CY) at _____ Unit Price				

Subtotal to Carry To Next Page:	
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Itemized Bid Form Continued

Project: Bellington, Fernpark, and Mason Forest Swales
 Location: 252 and 270 Bellington Lane (One of Three Project Locations)

Contractor's Name _____

Date _____

Item Number	Quantity	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
7	9	PLANTING GREEN GIANTS (EACH)				
		at _____				
		Unit Price _____				
8	1	SURVEYING AND STAKING				
		at _____				
		Lump Sum _____				
9	10	EROSION CONTROL (YARD)				
		at _____				
		Unit Price _____				
10	1	DEMOLITION AND DISPOSAL				
		at _____				
		Lump Sum _____				
11	1	Extra 10% of Glen-Gery Riverfront Pewter Pavers				
		at _____				
		Lump Sum _____				

Total Bid Bellington (One of Three Project Locations):



Itemized Bid Form

Project: Bellington, Fernpark, and Mason Forest Swales
 Location: 1032 Fernpark Drive (Two of Three Project Locations)

Sealed Bids Publicly Opened and Read
Wednesday, September 3, 2025

Department of Public Works
 City of Creve Coeur, Missouri
 300 North New Ballas Road
 Creve Coeur, MO 63141
 314-872-2533

Contractor's Name _____

Date _____

Item Number	Quantity	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
1	1	MOBILIZATION at _____ Lump Sum _____				
2	48	EXCAVATION (CY) at _____ Unit Price _____				
3	4	EARTHEN FILL (CY) at _____ Unit Price _____				
4	97	SWALE (SY) Glen-Gery Danish Paver at _____				
5	120	TURFGRASS SOD (SY) at _____ Unit Price _____				
6	1	SURVEYING AND STAKING at _____ Lump Sum _____				

Subtotal to Carry To Next Page:



Itemized Bid Form Continued

Project: Bellington, Fernpark, and Mason Forest Swales
 Location: 1032 Fernpark Drive (Two of Three Project Locations)

Contractor's Name _____

Date _____

Item Number	Quantity	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
7	10	EROSION CONTROL (YARD)				
		at _____				
		Unit Price _____				
8	1	DEMOLITION AND DISPOSAL				
		at _____				
		Lump Sum _____				
9	1	CONCRETE PAD (EACH)				
		at _____				
		Each _____				
10	1	Extra 10% of Glen-Gery Danish Pavers				
		at _____				
		Lump Sum _____				

Total Bid Mason Forest (Two of Three Project Locations):



Itemized Bid Form

Project: Bellington, Fernpark, and Mason Forest Swales
 Location: 12574 Mason Forest Drive (Three of Three Project Locations)

Sealed Bids Publicly Opened and Read
Wednesday, September 3, 2025

Department of Public Works
 City of Creve Coeur, Missouri
 300 North New Ballas Road
 Creve Coeur, MO 63141
 314-872-2533

Contractor's Name _____

Date _____

Item Number	Quantity	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
1	1	MOBILIZATION at _____ Lump Sum _____				
2	12	EXCAVATION (CY) at _____ Cubic Yard _____				
3	30	SWALE (SY) Glen-Gery Danish Paver at _____ Unit Price _____				
4	17	TURFGRASS SOD (SY) at _____ Unit Price _____				
5	1	SURVEYING AND STAKING at _____ Lump Sum _____				
6	7	EROSION CONTROL (YARD) at _____ Unit Price _____				

Subtotal to Carry To Next Page:



Itemized Bid Form Continued

Project: Bellington, Fernpark, and Mason Forest Swales
 Location: 12574 Mason Forest Drive (Three of Three Project Locations)

Contractor's Name _____

Date _____

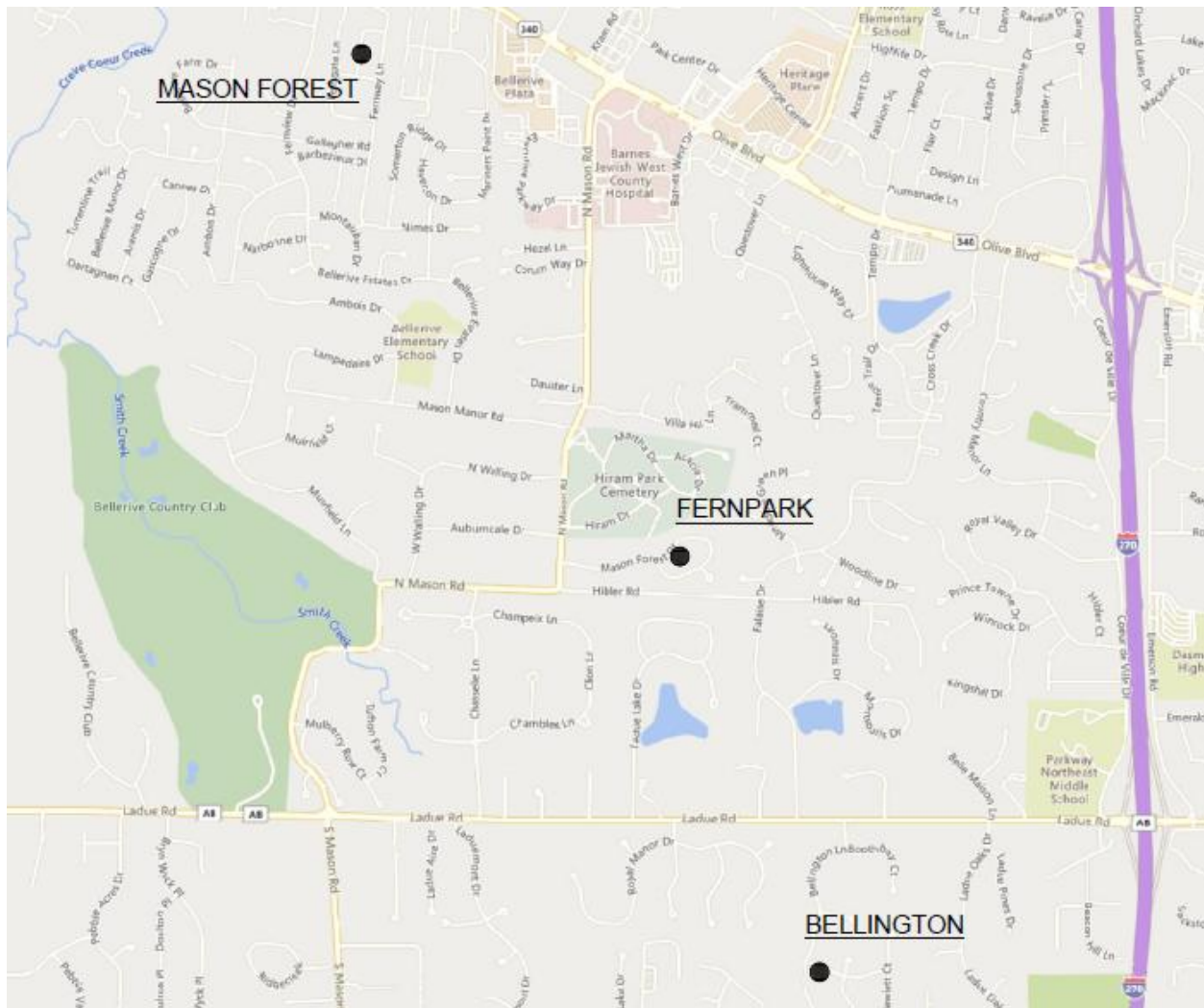
Item Number	Quantity	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
7	1	DEMOLITION AND DISPOSAL _____				
8	1	Extra 10% of Glen-Gery Danish Pavers at _____ Lump Sum				

Total Bid Mason Forest (Three of Three Project Locations):

LOCATIONS OF THE WORK

The following list summarizes the three locations for the proposed work.

- 252 and 270 Bellington Lane
- 1032 Fernpark Drive
- 12574 Mason Forest Drive



SUBCONTRACTOR UTILIZATION FORM

Project: Bellington, Fernpark, Mason Forest Swale Project
252 Bellington Lane, 1032 Fernpark Drive, and 12574 Mason Forest Drive
Creve Coeur, Missouri

This report must accompany and be part of the sealed Bid proposal.

1. Name of Bidder: _____

2. Address Bidder: _____

City State Zip Phone

3. Phone Number: _____

4. The above-named bidder intends to subcontract for materials, services, supplies, specialty contractors, etc., in the following fashion:

<u>Names and Addresses of Subcontractor Which the Contractor Anticipates Utilizing</u>	<u>Nature of Participation</u>	<u>\$ Value of Subcontractor</u>
--	------------------------------------	--------------------------------------

_____	_____	_____
_____	_____	_____
_____	_____	_____

A. Total of Above _____

B. Total Bid Amount _____

Subcontractor Utilization as a % of Total Bid Amount: $(A/B \times 100)$ _____

The General Contractor shall perform at least 51% of the contract with his own company.

Name-Authorized Officer of Bidder

Signature-Office Bidder

Date

NON-COLLUSION AFFIDAVIT

Project: Bellington, Fernpark, Mason Forest Swale Project
252 Bellington Lane, 1032 Fernpark Drive, and 12574 Mason Forest Drive
Creve Coeur, Missouri

STATE OF _____,

COUNTY OF _____,

_____, being first duly sworn, deposes and says that he is _____ *(sole owner, partner, president, secretary, etc.) of _____, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder had not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that any one shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder had not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

SIGNED:

Title:

Subscribed and sworn to before me this ____ day of _____, 2025.

Seal of Notary

 Notary Public

My Commission Expires: _____

* In completing this form, the title that is not applicable should be struck out. For example, if the Contractor is a corporation and this form is to be executed by its president, the words "Sole owner, a partner, secretary, etc." should be struck out.

CONTRACTOR'S AFFIDAVIT FOR PUBLIC CONSTRUCTION PROJECTS

STATE OF MISSOURI)
) ss
 COUNTY OF _____)

The undersigned, being duly sworn, does state and depose as follows:

1. I am the _____ (title) of _____ (company) which is a contractor on the **Bellington, Fernpark, Mason Forest Swale Project** (the Project), and authorized to sign this Affidavit on the Company's behalf.

2. I have verified the information set forth in this Affidavit for the Contractor. If any subcontractors have been retained on the Project, I have also verified the information as to any subcontractor.

3. The Contractor and its subcontractors have Workers' Compensation Insurance that covers its employees working on the Project and such insurance meets or exceeds the requirements established by law.

4. The Contractor and its subcontractors have verified the U.S. citizenship or lawful status of all workers employed on the Project and do not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

5. The Contractor and its subcontractors have been informed by the City of the requirements to pay specified wage rates and will pay specified wage rates to all workers employed on the Project as established pursuant to Sections 290.095 et seq RSMo.

6. The Contractor and its subcontractors are in compliance with federal law requiring an accredited apprenticeship program, if applicable.

7. The Contractor and its subcontractors are enrolled and participate in a federal work authorization program with respect to employees working in connection with the contracted services.

Further Affiant sayeth naught.

 Authorized Officer of Contractor

Subscribed and sworn to before me this _____ day of _____, 2025.

 Notary Public
 My commission expires: _____

INSTRUCTIONS FOR EXECUTING CONTRACT

The Contractor, in executing the Contract, shall follow the following requirements:

The Contractor and the City shall sign the Contract Documents in not less than triplicate.

If the Contractor is a corporation, the following certificate shall be executed:

I, _____, certify that I am the _____ secretary of the corporation named as Contractor herein above, that _____ who signed the foregoing Contract on behalf of the Contractor was then of said corporation; that said Contract was duly signed for and in behalf of said corporation by Authority of its governing body, and is within the scope of its corporate powers.

If the Contract is signed by the secretary of the corporation, the above certificate shall be executed by some other officer of the corporation under the corporate seal. In lieu of the foregoing certificate there may be attached to the contract copies of as much of the records of the corporation as will show the official character and authority of the officers signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

If the Contractor is a partnership, each partner shall sign the Contract. If the Contract is not signed by each partner, there shall be attached to the Contract a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such a Contract for and in behalf of the partnership.

If the Contractor is an individual, the trade name (if the Contractor is operating under a trade name) shall be indicated in the Contract and the Contract shall be signed by such individual. If signed by one other than the Contractor there shall be attached to the Contract a duly authenticated power of attorney evidencing the signer's authority to execute such contract for and in behalf of the Contractor.

The full name and business address of the Contractor shall be inserted and the Contract shall be signed with his official signature. The name of the signing party or parties shall be typewritten or printed under all signatures to the Contract.

The Contract shall be deemed as having been awarded when formal notice of award shall have been duly served upon the intended awardee (i.e., the Bidder with whom the City contemplates entering into a Contract) by some officer or agent of the Owner duly authorized to give such notice.



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, Ideal Landscape Construction, Inc., with offices at 6252 Olsen Road, St. Louis (hereinafter called the "Contractor"). The project is identified as the **Bellington, Fernpark, Mason Forest Swale Project** (hereinafter called the "Work" or the "Project").

WITNESSETH:

The Contractor and the City for the consideration set forth herein agree as follows:

ARTICLE I

The Contract Documents

The Contract Documents, which comprise the entire agreement between the City and the Contractor, consist of the following:

- 1) This City-Contractor Agreement
- 2) General Conditions of City-Contractor Agreement
- 3) Job Special Provisions
- 4) Technical Specifications
- 5) Non-Collusion Affidavit
- 6) Contractor's Affidavit for Public Construction Projects
- 7) Performance 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 October 1, 2024, 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)
- 14) The latest version of "Rules and Regulations and Engineering Design Requirements for Sanitary Sewer and Stormwater Drainage Facilities" by the Metropolitan St. Louis Sewer District

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

ARTICLE II

Scope of Work

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

ARTICLE III

Time of Completion

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

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

The Work shall be completed **on or before November 19, 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 One-hundred-and-forty-two-thousand two-hundred-and-sixty-six Dollars and yy Cents (\$142,266.00). 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 grading, installing brick-lined mortared stormwater channels, and site restoration at three sites in the City of Creve Coeur. 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**

Bellington (1 of 3)					
Item Number	Unit	Quantity	Item	Unit Price	Amount
1	LS	1	Mobilization	\$16,500	\$16,500
2	CY	33	Excavation	\$75	\$2,475
3	CY	12	Earthen Fill	\$75	\$900
4	SY	74	Swale Glen-Gery Riverfront Pewter Pavers	\$250	\$18,500
5	SY	65	Turf Grass Sod	\$25	\$1,625
6	CY	5	Mulch	\$75	\$375
7	Each	9	Planting Green Giants	\$750	\$6,750
8	LS	1	Survey and Staking	\$1,500	\$1,500
9	Yard	10	Erosion Control	\$1	\$10
10	LS	1	Demolition and Disposal	\$10,000	\$10,000
11	LS	1	Extra 10% of Glen-Gery Riverfront Pewter Pavers	\$1,000	\$1,00
Mason Forest (2 of 3)					
1	LS	1	Mobilization	\$14,521	\$14,521
2	CY	48	Excavation	\$75	\$3,600
3	CY	4	Earthen Fill	\$75	\$300
4	SY	97	Swale Glen-Gery Danish Paver	\$250	\$24,250
5	SY	120	Turfgrass Sod	\$25	\$3,000
6	LS	1	Surveying and Staking	\$1,500	\$1,500
7	Yard	10	Erosion Control	\$1	\$10
8	LS	1	Demolition and Disposal	\$8,000	\$8,000
9	Each	1	Concrete Pad	\$1,500	\$1,500
10	LS	1	Extra 10% of Glen-Gery Danish Pavers	\$1,000	\$1,000
Fernpark (3 of 3)					
1	LS	1	Mobilization	\$9,618	\$9,618
2	CY	12	Excavation	\$75	\$900
3	SY	30	Swale Glen-Gery Danish Paver	\$250	\$7,500
4	SY	17	Turfgrass Sod	\$25	\$425
5	LS	1	Surveying and Staking	\$1,000	\$1,000
6	Yard	7	Erosion Control	\$1	\$7
7	LS	1	Demolition and Disposal	\$5,000	\$5,000
8	LS	1	Extra 10% of Glen-Gery Danish Pavers	\$500	\$500
Project Total					\$142,266

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

CITY OF CREVE COEUR

By _____
Sharon Stott, Interim City Administrator

By _____
Dione Garson, Interim Assistant Director of Public

Works (SEAL)

Attest: _____
City Clerk

Date: _____

CONTRACTOR

By _____
Signature

Printed Name

(SEAL)

Title

Attest: _____

Date: _____

CITY OF CREVE COEUR**GENERAL CONDITIONS OF CITY-CONTRACTOR AGREEMENT****SECTION 1 CONTRACT DOCUMENTS****1.1 DEFINITIONS**

- 1.1.1 The Contract Documents. The “Contract Documents” are listed in Article I of the City-Contractor Agreement and include the City-Contractor Agreement, General Conditions of the City-Contractor Agreement, Job Special Provisions, Technical Specifications, State Wage Determination, Non-Collusion Affidavit, Construction Schedule, all Addenda, and all Modifications issued after execution of the Contract.
- 1.1.1.1 For projects with a Contract Sum equal to or greater than \$50,000.00, the Performance Bond and the Labor and Materials Payment Bond shall also be considered part of the Contract Documents.
- 1.1.2 The Contract. The Contract Documents form the “Contract.” The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, both written and oral, including the Bidding Documents. The Contract may be amended or modified only by a Modification as defined herein.
- 1.1.3 Modification. A “Modification” is (1) a written amendment to the Contract signed by both parties or (2) a Change Order.
- 1.1.4 The Work. The term “Work” includes all labor necessary to complete the construction or services required by the Contract Documents, and all materials, labor, and equipment incorporated or to be incorporated in such construction or services.
- 1.1.5 The Project. The “Project” is the total construction of which the Work performed under the Contract Documents may be the whole or a part.
- 1.1.6 Notice to Proceed. The “Notice to Proceed” is the written notice from the City notifying the Contractor of the date on or before which he is to begin prosecution of the Work.
- 1.1.7 Director of Public Works. The term “Director of Public Works” means the Director of Public Works for the City of Creve Coeur, or his authorized City representative(s).
- 1.1.8 Substantial Completion. The point at which the Director of Public Works either determines that the portion of the Work completed to date constitutes acceptable performance of the Contract by the Contractor or issues notice to the Contractor that all of the Work specified in the Contract has been completed according to the terms of the Contract.

1.2 EXECUTION, CORRELATION, INTENT, AND INTERPRETATIONS

- 1.2.1 The Contract Documents shall be signed by the City and the Contractor.
- 1.2.2 The Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.
- 1.2.3 The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment, and other items as provided in Section 3.3 necessary for execution and completion of the Work. Words which have well-known technical or trade meanings are used herein in accordance with such recognized meanings.

1.3 TIME

- 1.3.1 The Contract Time is the period of time allotted in the Contract Documents for completion of the Work. Said Work shall include all punchlist items deemed necessary by the City. The date of completion of the Contract shall be the date when all work, including City punchlist items, have been approved in writing by the City.
- 1.3.2 The date of commencement of the Work is the date established in the written Notice to Proceed from the City to the Contractor.
- 1.3.3 The term "day" as used in the Contract Documents shall mean calendar day unless specifically indicated otherwise therein.
- 1.3.4 All time limits stated in the Contract Documents are of the essence of the Contract.
- 1.3.5 The Contractor shall begin the Work on the date of commencement provided in the City-Contractor Agreement. The Contractor shall carry the Work forward expeditiously with adequate forces and shall complete it within the Contract Time and in accordance with the Construction Schedule.

1.4 COPIES FURNISHED AND OWNERSHIP

- 1.4.1 Unless otherwise provided in the Contract Documents, the Contractor will be furnished a maximum of six (6) copies, free of charge, of the Project Drawings and Specifications for the execution of the Work.
- 1.4.2 All Drawings, Specifications, and copies thereof furnished by the City are and shall at all times remain property of the City. Such documents shall not be used on any other project.

SECTION 2 CITY**2.1 DEFINITION OF CITY**

- 2.1.1 The City is the person or organization identified as such in the City-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term City means the City or its authorized representative.

2.2 INSPECTIONS

- 2.2.1 The City shall have free access to the Work at all times for inspection purposes and shall be furnished by the Contractor with facilities for ascertaining whether the work being performed or which has been completed is in accordance with the requirements of the Contract Documents.

2.3 CITY'S RIGHT TO STOP THE WORK

- 2.3.1 If the Contractor fails to correct defective work or fails to supply materials or equipment in accordance with the Contract Documents, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

2.4 CITY'S RIGHT TO CARRY OUT THE WORK

- 2.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform any provision of the Contract, the City may, after seven (7) days' written notice to the Contractor and without prejudice to any other remedy he may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor for the cost of correcting such deficiencies, plus any administrative fee established for such work in Section 9 of these General Conditions. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City promptly upon request.

SECTION 3 CONTRACTOR**3.1 DEFINITION OF CONTRACTOR**

- 3.1.1 The Contractor is the person or organization identified as such in the City-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.
- 3.1.2 The Contractor is an independent person or organization, and at no time should either the Contractor or his employees represent themselves as either employees or agents of the City of Creve Coeur.

3.2 SUPERVISION AND CONSTRUCTION PROCEDURES

- 3.2.1 The Contractor shall supervise and direct the Work using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences, and procedures employed in performing or coordinating any portion of the Work.
- 3.2.2 The Contractor shall maintain a professional appearance and shall engage in professional conduct at all times during the execution of the Work, as determined by the City.
- 3.2.3 The Contractor shall be responsible for the appearance and conduct of his employees and subcontractors at all times. The Contractor's employees, and any subcontractor's employees, shall wear appropriate uniform and/or protective attire while performing the Work.

3.3 LABOR AND MATERIALS

- 3.3.1 Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.
- 3.3.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him. If the City reasonably objects to any person employed by the Contractor, the employee shall be immediately dismissed.
- 3.3.3 The Contractor shall comply with, and shall be bound by, the provisions of Missouri law pertaining to the payment of wages on public works projects contained in MO.Rev.Stat. SS290.210 through 290.340, and any amendments thereto (which are incorporated herein by reference), including, but not limited to the following:
 - 3.3.3.1 In accordance with MO.Rev.Stat. S290.095 et seq, the Contractor shall not pay less than the specified wage rates to all workmen performing work under the Contract.
 - 3.3.3.2 In accordance with MO.Rev.Stat. S290.250, the Contractor shall forfeit as a penalty to the City one hundred dollars (\$100.00) for each workman employed for each calendar day, or portion thereof, such workman is paid

less than the specified wage rates for any work done under the Contract, by him or by any Subcontractor under him and shall include provisions in all bonds guaranteeing the faithful performance of said wage requirements.

3.3.3.3 In accordance with MO.Rev.Stat. S290.265, the Contractor and each Subcontractor shall post a clearly legible statement of all wage rates to be paid to all workmen employed to complete the Work in a prominent and easily accessible place at the site of the Work and such notice shall remain posted during the full time that any workmen shall be employed on the Work. Certified payrolls shall also be submitted prior to final payment for all work completed by the Contractor or Subcontractors.

3.3.3.4 In accordance with MO.Rev.Stat. SS290.290, before final payment is made an affidavit must be filed by the Contractor stating that he has fully complied with sections 290.210 to 290.340 RSMo. No payment shall be made unless and until this affidavit is filed in proper form and order.

3.3.4 The Contractor shall execute and complete the Work in such a manner that avoids jurisdictional and other disputes among labor unions.

3.4 WARRANTY

3.4.1 The Contractor warrants to the City that all materials and equipment furnished under the Contract and incorporated in the Work will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects, and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of all materials and equipment.

3.5 PERMITS, FEES, AND NOTICES

3.5.1 The Contractor shall secure and pay for all permits, governmental fees, and licenses necessary for the proper execution and completion of the Work.

3.5.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the Work. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the City in writing, and any necessary changes shall be adjusted by appropriate Modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations and without such notice to the City, the Contractor shall assume full responsibility thereof and shall bear all costs attributable thereto.

3.6 SUPERINTENDENT

- 3.6.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site(s) during the progress of the Work. The superintendent shall be qualified, capable, and available to the City. The superintendent shall be responsible for the satisfactory progression of the Work and to ensure that all work is being completed in accordance with the plans and Specifications. The superintendent shall also relay any conflicts or discrepancies that arise in the plans to the City's representative for resolution or interpretation. The superintendent shall represent the Contractor, and all communications given to the superintendent shall be as binding as if given to the Contractor.
- 3.6.2 The City reserves the right to require a statement of qualifications or resume for the Contractor's superintendent. The superintendent shall be satisfactory to the City and shall not be changed except with the consent of the City.
- 3.6.3 The City may issue liquidated damages if the Contractor's Superintendent is not, in the opinion of the Director of Public Works, readily available or responsive during working hours. Liquidated damages for failure to comply with this requirement will not exceed two hundred and fifty dollars (\$250.00) per day.

3.7 RESPONSIBILITY FOR THOSE PERFORMING THE WORK

- 3.7.1 The Contractor shall be responsible to the City for the acts and omissions of all his employees and all Subcontractors, their agents and employees and all other persons performing any of the Work under a contract with the Contractor.

3.8 CONFLICT WITH PERSONNEL

- 3.8.1 If a conflict between personnel of the Contractor and the City escalates to the point that it hinders the progress of the Work and cannot be settled amicably, the Contractor's personnel involved in the conflict shall be removed from the project.
- 3.8.2 A personnel conflict shall not give cause for the Contractor to terminate this Contract nor to pull off employees from active job sites. If the Contractor withdraws crews, the City may, at its sole discretion, consider the Contract to be terminated under the provisions of Article VIII of the City-Contractor Agreement. If the City so determines, notices shall be given as set forth therein.

3.9 CLEANING UP

- 3.9.1 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. The Contractor shall not "stockpile" any material on the job site, and all excavated material shall be hauled off the site at the time of excavation. However, stockpiling of materials delivered and used on the same day will be allowed if all materials are in place or removed at the end of the day.
- 3.9.1.1 The Contractor shall be responsible for proper storage, protection, and handling of all materials to ensure preservation of the materials' quality, cleanliness of public rights of way, and public safety. If required by the

Director of Public Works, the Contractor shall place materials on wood platforms or other hard surfaces to protect the area from damage or disturbance.

- 3.9.1.2 The Contractor is responsible for securing his own project storage site which shall not be located on City right-of-way without prior written consent of the Director of Public Works.
- 3.9.2 The Contractor may park construction vehicles overnight within the public right of way and adjacent to the work site that the Contractor reasonably expects to use at that site within 48 hours, and only with the prior consent of the Director of Public Works.
 - 3.9.2.1 No construction vehicles or equipment shall be parked within the public right of way over any weekend, unless expressly approved by the Director of Public Works.
- 3.9.3 Any street or sidewalk pavement adjacent to the work site and open to traffic shall be kept free of rock, debris, tools, and equipment so to maintain traffic. The Contractor shall clean these areas throughout the day as required by the Director of Public Works.
- 3.9.4 At the end of each work day, or at intervals throughout the day as determined by the City, the Contractor shall remove all remaining waste materials and rubbish from and about the project area, as well as all tools, construction equipment, machinery, and surplus materials, and shall clean all surfaces (streets, sidewalks, vehicles, or other private property as necessary and as determined by the Director of Public Works) so to leave the job site "broom clean" or its equivalent. **Failure to comply with this section will result in an immediate Stop Work order.**

3.10 DRAWINGS AND SPECIFICATIONS AT THE SITE

- 3.10.1 The Contractor shall maintain at the site for the City one (1) copy of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders, and other Modifications, in good order and marked to record all changes made during construction. The Drawings, marked to record all changes made during construction, shall be delivered to the City upon completion of the Work.
- 3.10.2 For any project that involves establishing or changing grades or otherwise affects stormwater drainage, the Contractor shall maintain on the project site at all times a survey level, legs, and rod, the quality of which are deemed by the Director of Public Works to be adequate for the proper verification of the proposed elevations of the Work.

3.11 INDEMNIFICATION

- 3.11.1 The Contractor shall indemnify and hold harmless the City and its agents and employees from and against any and all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, including, but not limited to, any such claim, damage, loss or expense that is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of

use resulting therefrom unless such claims, damages or losses are caused solely by the negligent act of the City.

- 3.11.2 In any and all claims against the City or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Section 3.11 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

SECTION 4 SUBCONTRACTORS AND SUBCONTRACTING**4.1 DEFINITION OF SUBCONTRACTOR**

- 4.1.1 A Subcontractor is a person or organization who has a direct contract with the Contractor to perform any of the Work. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative.
- 4.1.2 A Sub-subcontractor is a person or organization who has a direct or indirect contract with a Subcontractor to perform any of the Work. The term Sub-subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Sub-subcontractor or an authorized representative thereof.
- 4.1.3 Nothing contained in the Contract Documents shall create any contractual relation between the City and any Subcontractor or Sub-subcontractor.

4.2 SUBCONTRACTORS AND SECOND-TIER SUBCONTRACTING

- 4.2.1 The Contractor is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Contract, in accordance with the Subcontractor Utilization Form in the Bid Proposal Form, must be acceptable to the City. The Contractor shall furnish to the City a signed copy of any subcontract on request.
- 4.2.2 Second-tier subcontracting will not be permitted on this project. It will be the responsibility of the Contractor to ensure that his subcontractors do not, in turn, subcontract any portion of the work.
- 4.2.3 The Contractor shall submit a completed and signed Subcontractor Utilization Form to the City along with other required Bid Documents. The Contractor shall complete and submit a supplemental Subcontractor Utilization Form to the City in the event of any substitution or addition of a Subcontractor by the Contractor. No work shall be performed by a Subcontractor until such Subcontractor has been approved by the City.
- 4.2.4 Prior to the award of the Contract, the City will notify the Bidder in writing if the City, after due investigation, objects to any such person or entity proposed by the Bidder pursuant to Section 4.2.3 above. If the City objects to any such proposed person or entity, the Bidder may, at his option, (1) withdraw his Bid, or (2) submit an acceptable substitute person or entity with no adjustment in his bid price.
- 4.2.5 The City reserves the right to reject a Subcontractor if, in the City's sole discretion, delays may result in the performance of the Work as a result of the Subcontractor's other obligations. The Contractor shall be held responsible, in addition to the submission of the "Subcontractor Utilization Form," to apprise the City of any additional work which a Subcontractor accrues throughout the duration of the Project. This shall include work for the City under a different Contract, or any other person or entity. If such said additional work shall detrimentally impact the progression of the Work under this Contract, the City retains the right to require

the Contractor to submit a substitute Subcontractor for this work at no additional cost to the City.

- 4.2.6 The Contractor shall not contract with any Subcontractor or any person or organization (including those who are to furnish materials or equipment fabricated to a special design), for proposed proportions of the Work designated in the Contract Documents or in the Instruction to Bidders or, if none is so designated, with any Subcontractor proposed for the principal portions of the Work, who has been rejected by the City.
- 4.2.7 If the City requires a change of any proposed Subcontractor or person or organization during the execution of the Work approved under the present Contract, the Contract Sum shall be increased or decreased by the difference in cost resulting from such change and an appropriate Change Order shall be issued.
- 4.2.8 The Contractor shall not make any substitution for any proposed Subcontractor, person, or organization that has not been accepted by the City prior to the Contract Award, unless the substitution is accepted by the City in writing prior to such substitution.

4.3 SUBCONTRACTUAL RELATIONS

- 4.3.1 All work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate agreement between the Contractor and Subcontractor (and where appropriate between Subcontractors) which shall contain provisions that:
 - 4.3.1.1 Require the Work to be performed in accordance with the requirements of the Contract Documents;
 - 4.3.1.2 Require submission to the Contractor of applications for payment under each Subcontract to which the Contractor is a party, in reasonable time to enable the Contractor to apply for payment in accordance with Article IV of the City-Contractor Agreement;
 - 4.3.1.3 Require that all claims for additional costs, extensions of time, damages for delays, or otherwise with respect to Subcontracted portions of the Work shall be submitted to the Contractor in sufficient time so that the Contractor may comply in the manner provided in the Contract Documents for like claims by the Contractor upon the City;
 - 4.3.1.4 Waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by the property insurance described in Section 6.5, except such rights as they may have to the proceeds of such insurance held by the City as trustee under Section 6.5;
 - 4.3.1.5 Obligate each Subcontractor specifically to consent to the provisions of this Section 4.3; and
 - 4.3.1.6 Require the Subcontractor to indemnify and hold harmless the City against all claims, damages, losses, expenses and attorneys' fees arising out of or resulting from the performance of the Work by the Subcontractor, and its agents and employees, unless such claims, damages, or losses are caused solely by the negligent act of the City.

4.4 PAYMENTS TO SUBCONTRACTORS

- 4.4.1 The Contractor shall pay each Subcontractor in accordance with Section 8.960 RSMo. The Contractor shall also require each Subcontractor to make similar payments to his Subcontractors.
- 4.4.2 If the City withholds payment to the Contractor for any cause that is the fault of the Contractor and not the fault of a particular Subcontractor, the Contractor shall pay that Subcontractor on demand for his Work to the extent completed.
- 4.4.3 The City shall not have any obligation to pay or to see to the payment of any sum to any Subcontractor or Sub-subcontractor.

4.5 CITY'S RIGHT TO AWARD SEPARATE CONTRACTS

- 4.5.1 The City reserves the right to award other contracts, on similar or different terms and conditions, in connection with other portions of the Project.

4.6 MUTUAL RESPONSIBILITY OF CONTRACTORS

- 4.6.1 The Contractor shall afford other contractors reasonable opportunity for the delivery and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate the Work with theirs.
- 4.6.2 If any part of the Work depends for proper execution or results upon the work of any other separate contractor, the Contractor shall inspect and promptly report to the City any apparent discrepancies or defects in such work that render it unsuitable for proper execution of the Work. Failure of the Contractor to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper to receive the Work, except as to defects which may develop in the other contractor's work after the execution of the Contractor's Work that could not have been discovered by the Contractor upon reasonable inspection.
- 4.6.3 The Contractor shall protect and save harmless the City from any and all damages or claims or suits that may arise because of damages to the work or property of any other contractor on the Project. The City may retain from any payment due or to become due the Contractor such sums as are deemed necessary to protect its interests until all such claims or suits have been settled or disposed of and suitable evidence to that effect furnished to the City.

4.7 CITY'S RIGHT TO CLEAN UP

- 4.7.1 If a dispute arises between the separate contractors involved with the Project as to their responsibility for cleaning up as required by Section 3.9 of these General Conditions, the City may clean up and charge the cost thereof to the several contractors.

SECTION 5 LEGAL CONDITIONS**5.1 GOVERNING LAW**

- 5.1.1 The Contract shall be governed by the laws of the State of Missouri.
- 5.1.2 Any action arising out of, or concerning, this Contract shall be brought only in the Circuit Court of St. Louis County, Missouri. All parties to this Contract consent to the jurisdiction and venue of that court.

5.2 SUCCESSORS AND ASSIGNS

- 5.2.1 The City and the Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract without the prior written consent of the other, nor shall the Contractor assign any sums due or to become due to him hereunder, without the prior written consent of the City.

5.3 NOTICES

- 5.3.1 Any notice to any party pursuant to or in relation to the Contract shall be in writing and shall be deemed to have been duly given when delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or when deposited in the United States mail, registered or certified with postage prepaid, and addressed to the last business address known to the party giving the notice.

5.4 RIGHTS AND REMEDIES

- 5.4.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

5.5 ROYALTIES AND PATENTS

- 5.5.1 The Contractor shall pay all royalties and license fees payable on all designs, processes, or products used in connection with the Work or incorporated therein, unless otherwise agreed upon by the City. The Contractor shall defend all suits or claims for infringement of any patent rights and shall indemnify and hold the City harmless from and against any loss on account thereof.

5.6 CONFLICTS OF INTEREST

- 5.6.1 The parties agree to abide by all applicable federal, state, and local laws, ordinances, and regulations relating to conflicts of interest. Additionally, but not in limitation of the foregoing, no elected official or other official of the City having any power of review or approval of any of the undertakings contemplated by this Agreement, shall knowingly participate in any decision(s) relating thereto which affect his or her personal interests or those of his/her immediate family, or those of any corporation or partnership in which he or she or a member of his/her immediate family is directly or indirectly interested.

- 5.6.2 The City shall not knowingly, after due inquiry, employ or contract with any person if a member of his or her immediate family is a member of the Creve Coeur City Council, or is employed by the City in an administrative capacity (i.e., those who have selection, hiring, supervisory, or operational responsibility for the Work to be performed pursuant to this Agreement); provided, however, that the foregoing shall not apply to temporary or seasonal employment. The City shall not knowingly, after due inquiry, employ or contract with any corporation or partnership if an elected official of the City or a person employed by the City in an administrative capacity (as defined in the foregoing sentence), or a member of the immediate family of such elected official or person employed in an administrative capacity shall have an interest, directly or indirectly, therein.
- 5.6.3 For the purposes of this section, "immediate family" includes: husband, wife, son, daughter, father, mother, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, uncle, aunt, nephew, niece, stepparent, and stepchild.
- 5.6.4 For purposes of this section, a person shall be deemed to have an interest in a corporation or partnership if he or she, or any member of his/her immediate family shall own, whether singularly, collectively, directly, or indirectly, ten percent (10%) or more of any corporation or partnership, or shall own an interest having a value of ten thousand dollars (\$10,000) or more therein, or an individual or a member of his/her immediate family shall receive, whether singularly or collectively, directly or indirectly, of a salary, gratuity, or other compensation or remuneration of five thousand dollars (\$5,000) or more, per year therefrom.
- 5.6.5 In the event that any or all of the foregoing provision(s) shall 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 parties contracting with the City from adherence to any and all additional requirements regarding conflicts of interest set forth in such federal, state, or other local laws, ordinances, or regulations.
- 5.6.6 Pursuant to Section 34.600 RSMo, the Contractor certifies that it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

5.7 PERFORMANCE BOND

- 5.7.1 The Contractor shall furnish the Performance Bond required in the Instructions to Bidders.

5.8 ALIEN REGISTRATION, COMPLIANCE, AND ENFORCEMENT

- 5.8.1 DEFINITIONS. As used in this Section 5.8, the following terms shall have the following meanings:
- 5.8.1.1 "Business entity" – any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit,

license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "business entity" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo;

- 5.8.1.2 "Contractor" – a person, employer, or business entity that enters into an agreement to perform any service or work or to provide a certain product in exchange for valuable consideration. This definition shall include but not be limited to a general contractor, subcontractor, independent contractor, contract employee, project manager, or a recruiting or staffing entity;
- 5.8.1.3 "Employee" – any person performing work or service of any kind or character for hire within the state of Missouri;
- 5.8.1.4 "Employer" – any person or entity employing any person for hire within the state of Missouri, including a public employer. Where there are two or more putative employers, any person or entity taking a business tax deduction for the employee in question shall be considered an employer of that person for purposes of this section;
- 5.8.1.5 "Employment" – the act of employing or state of being employed, engaged, or hired to perform work or service of any kind or character within the state of Missouri;
- 5.8.1.6 "Federal work authorization program" – any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L.99-603;
- 5.8.1.7 "Knowingly" – a person acts knowingly or with knowledge:
 - (a) With respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
 - (b) With respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result;
- 5.8.1.8 "Municipality" – the City of Creve Coeur, Missouri.
- 5.8.1.9 "Public employer" – every department, agency, or instrumentality of the state of Missouri or any political subdivision of the state of Missouri;
- 5.8.1.10 "Unauthorized alien" – an alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3);
- 5.8.1.11 "Work" – any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected or due, including but not limited to all activities conducted by business entities.

5.8.2 ILLEGAL ACTS.

- 5.8.2.1 No business entity or employer may knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the municipality.
- 5.8.2.2 Accordingly, if the amount to be paid pursuant to this contract or grant exceeds five thousand dollars by the municipality the contracting or grant recipient business entity shall, as a condition of the award of contract or grant, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. No such business entity or employer shall violate Subsection 5.8.2.1 of this Section.
- 5.8.2.3 The affidavit shall be approved as to form by the municipal attorney.
- 5.8.2.4 An employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated Subsection 5.8.2.1 of this Section.
- 5.8.2.5 A general contractor or subcontractor of any tier shall not be liable under Subsection 5.8.2.1 of this Section when such general contractor or subcontractor contracts with its direct subcontractor who violates Subsection 5.8.2.1 of this Section, if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of Subsection 5.8.2.1 of this Section and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.
- 5.8.2.6 The determination of whether a worker is an unauthorized alien shall be made by the federal government. A determination of such status of an individual by the federal government shall create a rebuttable presumption as to that individual's status in any judicial proceedings brought under this section.
- 5.8.2.7 Should the federal government discontinue or fail to authorize or implement any federal work authorization program, the municipality shall review this section for the purpose of determining whether this section is no longer applicable and should be repealed.

SECTION 6 INSURANCE AND PROTECTION OF PERSONS AND PROPERTY**6.1 SAFETY PRECAUTIONS AND PROGRAMS**

- 6.1.1 The Contractor shall initiate, maintain, and supervise safety precautions and programs in connection with the performance of the Work.

6.2 SAFETY OF PERSONS AND PROPERTY

- 6.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:
- 6.2.1.1 All employees on the Work and all other persons who may be affected thereby;
 - 6.2.1.2 All the Work, materials, and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody, or control of the Contractor or any of his Subcontractors or Sub-subcontractors;
 - 6.2.1.3 Other property at the site or adjacent thereto, including (but not limited to) trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction or execution of the Work;
 - 6.2.1.4 Trees within the right-of-way. The Contractor will be allowed to trim trees within the City's right-of-way, as necessary and with prior approval of the Director of Public Works, to prevent damage by the Contractor's equipment.
 - 6.2.1.5 Private underground systems. Any sprinkler system, invisible dog fence, or other buried, private system conflicting with or damaged by the Contractor's work shall be relocated, repaired, replaced, or reconstructed in kind as is necessary, to a fully operational condition, at the Contractor's expense.
- 6.2.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority having jurisdiction over the safety of persons or property in or near the project site to protect persons or property from damage, injury, or loss. The Contractor shall erect and maintain all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying the City and users of adjacent utilities. The Contractor shall provide signs, barrels, or any other traffic control and safety devices which the City deems necessary for public safety according to the contractor's traffic control plan. This work shall be considered incidental to the Contract, and no additional payment will be made, unless specifically indicated otherwise in the Contract Documents.
- 6.2.2.1 Vehicular and pedestrian traffic control devices shall be installed and maintained in accordance with the Contract Documents, with particular deference to the Manual on Uniform Traffic Control Devices (MUTCD).
 - 6.2.2.2 The Contractor shall be responsible for installing temporary pavement markings and traffic control devices to direct vehicular and pedestrian traffic whenever such markings or devices are disrupted, destroyed, or removed by or as a result of the Contractor's work.

6.2.2.3 As soon as possible after observing a traffic control deficiency, the City will report the deficiency to the contractor, either verbally or in writing. After receiving notification, if the contractor does not make corrections/additions within an agreed upon timeline, the City may stop work. The severity of a deficiency will be categorized as follows:

- Category 1 – The situation presents an immediate danger to the traveling public or workers and must be addressed immediately. Example: traffic control devices.
- Category 2 – The situation does not pose an immediate threat to either the public or the workers, but can impact the proper functioning of the work zone. This situation shall be corrected within 24 hours. Example: pavement markings.
- Category 3 – The situation does not impact the functioning of the work zone but is determined to be a maintenance or aesthetic issue. This situation shall be corrected in 48 hours.

The Director of Public Works will determine the severity of each deficiency.

6.2.2.4 When the City determines that the Contractor has not made a good faith effort in correcting a deficiency as agreed upon, the City may provide traffic control devices until the Contractor is able to furnish his own devices as required. While the City's devices are in use and on site, the Contractor shall be held responsible for any and all damage to said devices until their delivery to the Creve Coeur Public Works Building located at 996 E. Rue de la Banque, Creve Coeur, MO 63141.

6.2.2.5 Regardless of the severity of the deficiency, corrections shall be made as soon as possible to maintain a quality work zone. Should the use of City-owned traffic control devices be required as stated in section 6.2.2.3 above, the following liquidated damages will be assessed:

<u>Traffic Control Device</u>	<u>Liquidated Damages</u>
Construction Signs	\$100.00 per sign per day
Channelizer (Cone or Trimline)	\$10.00 per channelizer per day
Barricade (with or without Light)	\$50.00 per barricade per day
Channelizer (Drum)	\$50.00 per drum per day

The liquidated damages specified in the above table shall double each successive week that said device is not delivered according to section 6.2.2.4 above.

6.2.3 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

- 6.2.4 All damage or loss to any property caused in whole or in part by the Contractor, any Subcontractor, or any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable, shall be remedied by the Contractor.
- 6.2.4.1 The City shall document any complaint by any person regarding damage or loss to property caused by the Contractor by requesting such complainant to complete a damage claim report. A copy of the damage claim report shall be submitted by the City to the Contractor and the Contractor shall correct the problem, repair such damage, or otherwise compensate the complainant or file a claim for such damage with the Contractor's insurance company within ten (10) days of the receipt of the damage claim report from the City.
- 6.2.4.2 If the City shall have a legitimate basis for believing that such claim is valid, the City shall have the option to withhold payment of funds until (i) such damages are repaired; or (ii) the City has been provided with evidence that the Contractor has made restitution to the complainant.
- 6.2.5 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the City.

6.3 CERTIFICATES OF INSURANCE

- 6.3.1 Proof of compliance with all insurance requirements in a form acceptable to the City shall be filed with the City prior to commencement of the Work. 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 advance written notice to the City of any change or cancellation.

6.4 CONTRACTOR'S LIABILITY INSURANCE

- 6.4.1 The Contractor shall purchase and maintain such insurance required in the City-Contractor Agreement to protect him from claims which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.
- 6.4.2 The insurance shall be written for not less than any limits of liability specified in the City-Contractor Agreement, or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under Section 3.11.
- 6.4.3 In the event any part of the Work to be performed hereunder shall require the Contractor or his Subcontractors to enter, cross, or work upon or beneath the right-of-way or other property of a railroad, the Contractor in addition to the indemnification and insurance requirements of this article, shall comply with the related requirements for such work as are set out in the Contract Documents.

6.5 CONTRACTOR'S PROPERTY INSURANCE

- 6.5.1 Unless otherwise provided, the Contractor shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interests of the City, the Contractor, Subcontractors and Sub-subcontractors in the Work and shall insure against the perils of Fire, Extended Coverage, Vandalism, and Malicious Mischief.
- 6.5.2 The Contractor shall purchase and maintain such steam boiler and machinery insurance as may be required by the Contract Documents or by law. This insurance shall include the interests of the City, the Contractor, Subcontractors and Sub-subcontractors in the Work.
- 6.5.3 Any loss insured by property insurance maintained by the City shall be adjusted with the City and made payable to the City as trustee for the insured, as their interests may appear, subject to the requirements of any applicable mortgagee clause.
- 6.5.4 The City and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided under Article IX of the City-Contractor Agreement, except such rights as they may have to the proceeds of such insurance held by the City as trustee. The Contractor shall require similar waivers by Sub-contractors and Sub-subcontractors in accordance with Section 4 of these General Conditions.

SECTION 7 PERFORMANCE OF THE WORK**7.1 GOVERNING STANDARD SPECIFICATIONS AND DEFINITION CHANGES**

- 7.1.1 The general requirements, provisions, and technical specifications governing the completion of the Work described herein shall be the St. Louis County Standard Specifications for Road and Bridge Construction (2018 Edition) for the roadway and insurance requirements, together with the City-Contractor Agreement, General Conditions, Job Special Provisions, Technical Specifications, and other City, County, State, and Federal requirements contained or referenced in the Contract Documents. The City-Contractor Agreement, the General Conditions, the Job Special Provisions, and the Technical Specifications shall take precedence over all other documents whenever any disagreement exists.
- 7.1.2 Contract Form, Contract Bond, and Contractor Acknowledges will be in identical form to those contained in these specifications.
- 7.1.3 All references to the “Director” made in the St. Louis County Standard Specifications for Road and Bridge Construction or to the “Commission” made in Missouri Standard Specifications for Highway Construction shall be interpreted as the Director of Public Works for the City of Creve Coeur. All references to the “Engineer” made in the above standard specifications shall also be interpreted as the Director of Public Works.
- 7.1.4 All sewer construction shall meet the requirements of the Metropolitan St. Louis Sewer District (MSD) materials, installation, and details, as referenced in the Contract Documents or on the plans.
- 7.1.5 Whenever reference is made to the requirements of American Society for Testing and Materials (ASTM), American Association of State Highway and Transportation Officials (AASHTO), Manual on Uniform Traffic Control Devices (MUTCD), or other specified standard specification, the latest current revision thereof shall be used and the English version shall be used.

7.2 PRECONSTRUCTION CONFERENCE

- 7.2.1 A preconstruction conference may be held prior to the issuance of a Notice to Proceed with the Work. This meeting will be attended by the Contractor, the City, and representatives of the various utility companies that have facilities in the Project area. The meeting date will be established after the taking of bids and at a time convenient to all parties.

7.3 SEQUENCE OF WORK

- 7.3.1 A Construction Schedule of the Contractor's work shall be submitted to the City for approval as required under Article V of the Agreement. It shall contain a listing of the order in which the Contract items will be constructed and the approximate dates for starting and finishing each Contract item or phase.
- 7.3.2 The Contractor shall provide the City with scheduled work projections on a weekly basis. These work projections shall include the types of work and/or contract bid items anticipated to be performed during the following two (2) weeks.

- 7.3.3 The Contractor shall furnish the City his proposed sequence and schedule for the completion of all Work for the City's review and approval prior to the time of the preconstruction conference. The City shall have the right to specify the order of construction as deemed necessary.

7.4 LIMITS OF WORK

- 7.4.1 The limits of work are specified in the Contract Documents and generally consist of the public street right-of-way and acquired easement areas. The Contractor shall limit his operations accordingly. The Contractor shall acquire the property owners' permission for any activity outside the public right-of-way or easement areas. The Contractor will be required to provide, to the City, a release from the property owner of all properties impacted by any Contractor activity outside the public right-of-way or easements.

7.5 ADVANCE NOTICE AND HOURS OF WORK

- 7.5.1 All work is to be accomplished between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday, unless alternate hours are approved and agreed upon by the City. No work shall be performed on Saturdays, Sundays, or legal holidays (as defined in Section 7.6 below) unless approved by the Director of Public Works.
- 7.5.2 The Contractor may perform night-time operations with approval from the City. A written request shall be submitted to the City seven (7) calendar days prior to the proposed commencement of night-time operations. All night-time operations shall be accomplished between the hours of 8:00 p.m. and 6:00 a.m. Sunday through Thursday.
- 7.5.3 The Contractor electing to perform night-time operations may do so with no additional cost to the City.

7.6 OVERTIME AND HOLIDAYS

- 7.6.1 In order to provide sufficient control of the work, the Contractor shall be required to inform the City of scheduled overtime work, including work on Saturdays, Sundays, and City holidays as given below at least forty-eight (48) hours in advance of any such work. If the Contractor fails to appear on a scheduled overtime period, the City shall deduct the cost for the City's assigned personnel from the Contract Sum for the time period scheduled.
- 7.6.2 City Holidays.
- 7.6.2.1 There are ten (10) holidays observed by the City and designated as "City holidays." They are:
- (1) New Year's Day
 - (2) Martin Luther King, Jr. Day
 - (3) Presidents Day
 - (4) Memorial Day
 - (5) Independence Day (Fourth of July)
 - (6) Labor Day
 - (7) Veterans' Day
 - (8) Thanksgiving Day
 - (9) Day after Thanksgiving

(10) Christmas Day

7.6.2.2 No work shall be performed on a City holiday, or the day(s) designated by the City to be in observance of these holidays, unless otherwise ordered or approved by the Director of Public Works.

7.6.2.3 If a City holiday falls on a Saturday, that holiday shall be observed on the preceding Friday. Similarly, should a City holiday fall on a Sunday, that holiday shall be observed on the following Monday.

7.6.3 Other Holidays

7.6.3.1 Numerous religious and secular holidays are observed by many residents. Examples include Hanukah, Halloween, etc. The City reserves the right to require that the Contractor take special care to coordinate the work, site cleanliness, vehicle storage, and other aspects of the project to accommodate these holidays.

7.7 SAFETY PROGRAMS, COMPLIANCE AND PENALTIES

7.7.1 As used in this section, the following terms shall mean:

7.7.1.1 "Construction" shall mean: construction, reconstruction, demolition, painting, and decorating, or major repairs;

7.7.1.2 "Department" shall mean the Missouri Department of Labor and Industrial Relations;

7.7.1.3 "Person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity;

7.7.1.4 "Municipality" shall mean the City of Creve Coeur, Missouri;

7.7.1.5 "Public works" shall mean all fixed works constructed for public use or benefit or paid for wholly or in part out of public funds.

7.7.2 Any person signing a contract to work on the construction of public works for the municipality shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the department which is at least as stringent as an approved OSHA program. All employees are required to complete the program within sixty (60) days of beginning work on such construction project.

7.7.3 Any employee found on a worksite subject to this section without documentation of the successful completion of the course required under Section 7.7.2 herein shall be afforded twenty (20) days to produce such documentation before being subject to removal from the project.

7.7.4 The contractor to whom the contract is awarded and any subcontractor under such contractor shall require all on-site employees to complete the ten-hour training program required under Section 7.7.2 herein. The contractor shall forfeit as a penalty to the municipality, two thousand five hundred dollars (\$2,500.00) plus one hundred dollars (\$100.00) for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time period in Sections 7.7.2 and 7.7.3 herein have elapsed. The municipality

shall withhold and retain therefrom, all sums and amounts due and owing as a result of any violation of this section when making payments to the contractor under the contract. The contractor may withhold from any subcontractor, sufficient sums to cover any penalties the public body has withheld from the contractor resulting from the subcontractor's failure to comply with the terms of this section. If the payment has been made to the subcontractor without withholding, the contractor may recover the amount of the penalty resulting from the fault of the subcontractor.

- 7.7.5 In determining whether a violation of this section has occurred, and whether the penalty under Section 7.7.4 herein shall be imposed, the department shall investigate any claim of violation. Upon completing such investigation, the department shall notify the municipality and any party found to be in violation of this section of its findings and whether a penalty shall be assessed. Determinations under this section may be appealed in the Circuit Court of St. Louis County.
- 7.7.6 If the Contractor or Subcontractor fails to pay the penalty within forty-five days following notification by the department, the department shall pursue an enforcement action to enforce the monetary penalty provisions of subsection 4 of this section against the Contractor or Subcontractor found to be in violation of this section. If the court orders payment of the penalties as prescribed under Section 7.7.4 herein, the Department shall be entitled to recover its actual cost of enforcement in addition to such penalty amount.

7.8 SEDIMENTATION AND EROSION CONTROL MEASURES

- 7.8.1 The Contractor shall provide adequate erosion control features in accordance with the Project Manual, the Construction Plans, and any applicable local, state, and federal regulations (whichever is more stringent).
- 7.8.2 The Contractor shall be responsible to prepare and submit a sedimentation and erosion control plan for work that involves land disturbance in circumstances that warrant a plan, as determined by the Director of Public Works. This plan shall be submitted to the City for review and approval prior to the start of construction. Any change to the plan shall also be submitted to the City for review and approval prior to its implementation on the job site.
- 7.8.2.1 The sedimentation and erosion control plan shall protect the drainage system downstream of the Work, which may require adding protections outside of the limits of the work.
- 7.8.2.2 The Contractor shall be responsible to remove any contaminants that his operations introduce to the storm drainage system. Such cleanup may be required immediately, if deemed necessary by the Director of Public Works.

7.9 PROTECTION DURING CONSTRUCTION

- 7.9.1 During the progress of the Work, the Contractor shall protect all existing and new work from injury or defacement and particular care shall be taken of all finished parts. Any damage occurring to the work from any cause, including any damage caused by others and utilities, shall be properly repaired and/or replaced at the Contractor's expense to the satisfaction of the Director of Public Works.

- 7.9.2 The Contractor is also responsible for any repair and/or maintenance required throughout the project limits from Notice to Proceed until final acceptance of the Work by the City. These maintenance items or repairs include, but are not limited to: pothole repair, resurfacing temporary roads, maintenance of utility cuts, street sweeping, and mowing.

7.10 WORKMANSHIP

- 7.10.1 The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the Work to full completion in the manner and time required by the Contract Documents. All workmen shall have sufficient skill and experience to properly perform the work assigned to them.

7.11 TESTING AND INSPECTION SERVICES

- 7.11.1 The City may employ and pay for a qualified independent materials and geotechnical testing laboratory to perform testing and inspection services, in addition to those performed by City personnel, during construction operations. This shall include, but may not be limited to, portland cement concrete paving, asphaltic concrete paving, subgrade compaction, and base rock compaction.

7.11.1.1 Testing Laboratory Qualifications: To qualify for acceptance, the testing laboratory must demonstrate, to the City's satisfaction, based on evaluation of laboratory-submitted criteria conforming to ASTM E 699, that it has the experience and capability to conduct required field and laboratory testing without delaying the progress of the Work.

7.11.1.2 The Contractor shall coordinate all work operations to accommodate materials testing required by the City.

- 7.11.2 It shall be the responsibility of the Contractor to notify the Director of Public Works or his representative by 3:00 P.M. of the day preceding any operation that requires materials testing and/or inspection services.

7.12 UNCOVERING OF WORK

- 7.12.1 If any work should be covered contrary to the request of the City, it must, if required by the City, be uncovered for observation by the City. Any additional site restoration resulting from uncovering this work shall be completed at the Contractor's expense.

- 7.12.2 If any work has been covered which the City has not specifically requested to observe prior to being covered, the City may request to see such work and it shall be uncovered by the Contractor. If such work is found to be in accordance with the Contract Documents, the Cost of uncovering and restoration shall, by appropriate Change Order, be charged to the City. If such Work is found not in accordance with the Contract Documents, the Contractor shall pay such costs.

7.13 CORRECTION OF WORK

- 7.13.1 The Contractor shall promptly correct all work rejected by the City as defective or as failing to conform to the Contract Documents, whether observed before or after substantial completion of the Work, and whether or not fabricated, installed, or completed. The Contractor shall bear all cost of correcting such rejected work.

- 7.13.2 If, within one (1) year after the date of substantial completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the City.
- 7.13.3 All such defective or non-conforming work under this Section shall be removed from the site if necessary, and the Work shall be corrected to comply with the Contract Documents without additional cost to the City.
- 7.13.4 The Contractor shall bear the cost of making good all work of separate contractors that was destroyed or damaged by the Contractor's removal or correction of defective or non-conforming work.
- 7.13.5 If the Contractor fails to correct such defective or non-conforming work, the City may correct it in accordance with Section 2.4.

7.14 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

- 7.14.1 If the City prefers to accept defective or non-conforming work, the City may, at the City's sole discretion, do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the Contract Unit Prices and the Contract Sum. The City shall determine the appropriate amount to pay for defective or non-conforming work. If the reduction in the Contract Sum is determined after final payment has been made, then this reduction shall be refunded to the City by the Contractor.
- 7.14.2 The City reserves the right to refuse payment for defective or non-conforming work.

7.15 DAMAGE TO ADJACENT INFRASTRUCTURE

- 7.15.1 Damage to adjacent public or private infrastructure during the construction or performance of the Work shall be corrected at the sole expense of the Contractor. If, in the opinion of the Director of Public Works, the damage is too severe for a repair, the damaged infrastructure shall be removed and replaced at the Contractor's expense.
- 7.15.2 If pavement work is marked for replacement in front of an existing driveway apron, the Contractor shall take every effort to minimize the damage to the existing apron. No additional compensation will be given to the Contractor to repair such damage or overbreak.

7.16 REMOVALS AND DISPOSAL SITE

- 7.16.1 Materials removed from the work site shall be hauled from the site and disposed of at a location so as to neither violate local, state, or federal laws, regulations, or ordinances, nor create a liability for the City. The Contractor shall indemnify and hold the City harmless for any costs or liability for failure to comply with any such local, state, or federal laws, regulations, or ordinances.
- 7.16.2 The Contractor shall provide the City with the address of the disposal site and the name of the property owner at least three (3) days prior to the start of any material removal. If the disposal site is not a previously licensed landfill, the Contractor

shall provide evidence of Municipal or County permits as well as a written acknowledgement by the property owner that he has approved the placement of material on the specified property prior to any disposal in said site.

7.17 TRUCK WEIGHT RESTRICTIONS

7.17.1 **Trucks transporting concrete shall be limited to eight (8) yards.** Each vehicle shall be limited to single axle loads not to exceed 22,000 pounds and a gross vehicle weight shall not exceed 65,000 pounds. The Contractor is responsible for all damage caused by overloaded or overweight trucks.

7.17.2 For the purpose of this section, the City has adopted, in addition to the previous requirements, the legal size and weight limits established by Missouri State laws except where more restrictive limits have been previously established by the City. **No tri-axle vehicles are to be used in conjunction with this project.** All haul trucks or delivery trucks shall be tandem or single axle vehicles, loaded so as not to exceed weight limitations.

7.18 RESTROOM FACILITIES

7.18.1 The Contractor shall provide, secure, and maintain restroom facilities at the job site. Facilities shall be in place prior to initiating work on a site and shall be maintained for the entire time work is being performed at a site. The restroom facility location shall be approved by the City prior to placement. No direct payment will be made for the restroom facility. The City may assess a penalty of one hundred dollars (\$100) for each day the restroom facility is not at the job site.

7.19 FIREARMS

7.19.1 There shall be absolutely no firearms carried by any individual on any City of Creve Coeur work site.

SECTION 8 CHANGES TO THE WORK**8.1 MINOR CHANGES IN THE WORK**

- 8.1.1 The City shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or the Construction Schedule and not inconsistent with the intent of the Contract Documents. Such changes may be put into effect by written Field Order or by other written order. Such changes shall be binding on the City and the Contractor.

8.2 CHANGE ORDERS

- 8.2.1 The City, without invalidating the Contract, may order Changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and the Construction Schedule being adjusted in accordance with the City-Contractor Agreement. All such changes in the Work shall be authorized by Change Order, and shall be executed under the applicable conditions of the Contract Documents.
- 8.2.2 A Change Order is a written order to the Contractor signed by the City, issued after the execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Construction Schedule. The Contract Sum and the Contract Time may be changed only by Change Order.
- 8.2.3 The cost or credit to the City resulting from a Change in the Work shall be determined in accordance with the City-Contractor Agreement.

8.3 ADDITIONS TO CONTRACT

- 8.3.1 Unit prices in this Contract may be used to negotiate a Change Order for additional work involving similar projects.

8.4 CLAIMS FOR ADDITIONAL COST

- 8.4.1 If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the City written notice thereof within twenty (20) days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work. No such claim shall be valid unless so made. If the City and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, the work shall proceed in accordance with Sec. 109.4 of the St. Louis County Standard Specifications for Road and Bridge Construction (Latest Edition), if so ordered by the Director of Public Works. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

SECTION 9 PAYMENTS AND FINANCIAL CONDITIONS**9.1 PAYMENTS AND COMPLETION**

- 9.1.1 The Contract Sum is stated in Article IV of the City-Contractor Agreement and is detailed in Table 1 of the City-Contractor Agreement. The Contract Sum is the total, not-to-exceed amount payable by the City to the Contractor for the performance of the Work.
- 9.1.2 On or before the twentieth of the month, upon substantial completion of various stages of the Work, and upon final completion of the Work, the Contractor shall prepare an application for payment supported by such data substantiating the Contractor's right to payment as the City may require.
- 9.1.3 If payments are to be made on account of materials or equipment to be incorporated into the Work and delivered and suitably stored at the site, such payments shall be conditioned upon submission by the Contractor of bills of sale or such other documents satisfactory to the City to establish the City's title to such materials or equipment or to otherwise protect the City's interests.
- 9.1.4 The Contractor warrants and guarantees that title to all work, materials, and equipment covered by an Application for Payment, whether incorporated into the Work or not, will pass to the City upon the receipt of such payment by the Contractor, free and clear of all liens, claims, security interests, or encumbrances (hereinafter referred to as "liens").
- 9.1.5 The City will state in writing the City's reasons for withholding all or any portion of any payment.
- 9.1.6 No progress payment, nor any partial or entire use or occupancy of the Work by the City, shall constitute an acceptance of any work not completed in accordance with the Contract Documents.
- 9.1.7 Upon receipt of written notice from the Contractor that the Work is fully completed and ready for final inspection and acceptance, and upon receipt of a final Application for Payment, the City will promptly make such inspection and, when the City finds the Work acceptable under the Contract Documents and the Contract fully performed, the City will make final payment to the Contractor in accordance with the City-Contractor Agreement.
- 9.1.8 Subject to Section 8.960 RSMo, the final payment shall not become due until the Contractor submits to the City:
- (1) Affidavit that all payrolls, bills for materials and equipment, and other indebtedness incurred in connection with the execution and completion of the Work for which the City or its property might in any way be responsible, have been paid or otherwise satisfied;
 - (2) consent of the surety, if any, to final payment;
 - (3) an affidavit stating the Contractor has fully complied with the provisions and requirements of Sections 290.210 through 290.340 MO.Rev. Stat.; and
 - (4) if required by the City, other data establishing payment or satisfaction of all such obligations, such as receipts, releases, and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the City. If any Subcontractor refuses to furnish a release or waiver required by the City, the Contractor may furnish a bond satisfactory to the City indemnifying the City against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the

City all moneys that the City may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

- 9.1.9 The acceptance of final payment shall constitute a waiver of all claims by the Contractor, except those previously made in writing and still unsettled.

9.2 QUANTITIES

- 9.2.1 The quantities tabulated on the bid form or shown on the drawings are only estimated for bid comparison by the City. No guarantees are made regarding their accuracy. The City reserves the right to modify quantities as necessary.
- 9.2.2 The City reserves the right to make changes in plan details which may vary the accepted quantities from those shown on the Itemized Bid.

9.3 ALTERED QUANTITIES

- 9.3.1 In accordance with Sections 109.3 and 109.4 of the Standard Specifications, the City reserves the right to make changes in plan details which may vary the accepted quantities from those shown on the Itemized Bid Form.
- 9.3.2 The Contractor shall accept, as payment in full, payment at the original Contract unit prices bid for the accepted quantities of work done. No allowance will be made for any increased expense or loss of expected profit suffered by the Contractor resulting directly from such altered quantities or indirectly from expenses derived by handling small quantities of materials or performing operations within restricted areas. In addition, no allowance shall be made for any increased expense or loss of expected profit suffered because of the anticipated use of specific equipment which was not used.

9.4 MEASUREMENT OF QUANTITIES

- 9.4.1 The Contractor's attention is directed to the fact that the City requires that all weight certificates be signed by a bonded Weighmaster. The Contractor must furnish the City's inspector on the job site with original weight certificates signed by a bonded Weighmaster for all materials supplied by the Contractor that are incorporated into this Work for which payment is based upon weight.

9.5 PAYMENT

- 9.5.1 If the Contractor has made Application for Payment, the City will, in accordance with the City-Contractor Agreement, make payment to the Contractor for such amount as it determines to be properly due pursuant to the Contractor's Application for Payment, or state in writing the City's reasons for withholding all or any portion or such payment.
- 9.5.2 The City shall issue payment to the Contractor within thirty (30) days following the receipt, review, and approval of the Application for Payment by the City.

9.6 CASH ALLOWANCES

- 9.6.1 The Contractor acknowledges and agrees that the Contract Sum includes all cash allowances specified in or may be required by the Contract Documents.

9.7 PURCHASE OF MATERIALS AND EQUIPMENT

- 9.7.1 Sales to Contractors who purchase construction materials and supplies to fulfill their contracts for exempt organizations are not subject to sales tax provided the exempt organizations furnish a copy of their current exemption letter and a project exemption certificate to the Contractor authorizing the purchases for the Project. The exempt organizations may monitor all supplies purchased, used, and consumed in fulfilling the project.
- 9.7.2 A project exemption certificate shall include, but may not be limited to, the following:
- 9.7.2.1 The exempt entity's name, address, Missouri Tax Identification Number, and signature of an authorized representative of the exempt entity;
 - 9.7.2.2 The project location, description, and unique identification number;
 - 9.7.2.3 Date the contract is entered into;
 - 9.7.2.4 The estimated project completion date; and
 - 9.7.2.5 The certificate expiration date.
- 9.7.3 Contractors must provide a copy of the exempt organization's exemption letter and the project exemption certificate to suppliers when purchasing materials and supplies to be consumed in the Project.
- 9.7.4 Contractors are not exempt from sales tax on the purchase of machinery, equipment, or tools used in fulfilling these contracts.
- 9.7.5 Suppliers shall render to the Contractor invoices bearing the name of the exempt organization and the project identification number. These invoices must be retained by the purchasing Contractor for a period of five (5) years.
- 9.7.6 Contractors must file a sales tax return for all excess resalable materials and supplies which are not returned to the supplier. This return must be filed and paid not later than the due date of the Contractor's sales tax return following the month in which the Contractor determines that the materials were not used in the project.
- 9.7.7 An exempt organization that fails to revise the project exemption certificate expiration date as necessary to complete any work required by the Contract will be liable for any sales tax due as determined by an audit of the Contractor.

JOB SPECIAL PROVISIONS

These Job Special Provisions shall prevail over all other contract documents whenever in conflict therewith.

1.0 SCOPE OF WORK

- 1.1 The Work under this Contract generally consists of grading, installing brick-lined swales, and site restoration at selected locations throughout the City of Creve Coeur, Missouri
- 1.2 The general limits of the Work are listed in the Location of the Work of the Bid Documents. The exact limits of work will be determined by - and shall be periodically indicated in the field by - the City prior to the Contractor beginning work.

2.0 CONTRACTOR'S WORK SCHEDULE

- 2.1 In all cases, the Contractor shall notify the Director of Public Works, sufficiently in advance of operations, in order to provide for suitable inspection of the preparation work performed by the Contractor. In no case will the Contractor be permitted to begin operations without prior approval by the Director of Public Works.
 - 2.2 Due to the fact that work under this contract will be performed by the Contractor on primarily residential streets and properties, the Contractor will be allowed to perform construction activities only Monday through Friday between 7:00 AM and 6:00 PM. All residential streets shall be reopened by 5:00 PM, except those streets that are school bus routes, which shall be opened in time for the first bus.
 - 2.2.1. The Contractor shall not engage in any nighttime work without the prior written approval from the City. If such nighttime work is approved by the City, then such work must abide by the requirements of Section 3.4 below.
 - 2.3 Work on is restricted to a normal eight-hour day, five-day week, with the Contractor and all Subcontractors working on the same shift. No work may begin prior to 7:00 AM.
 - 2.3.1. The Contractor must request approval from the Director of Public Works for longer working hours at least forty-eight (48) hours in advance of the work.
 - 2.3.2. In the event that prior approval was not approved and the Contractor stages his work such that the work day exceeds the typical eight-hour day, the Contractor shall become liable for any overtime charges required for the City to staff the inspection of the work. This liability shall extend to any third-party inspection agencies hired by the City for the observation and/or testing of the work.
 - 2.4 No work that will disrupt travel on arterial or collector roadways (lane closures, lane shifts, trenching, etc.) shall be done between 7:00 AM and 9:00 AM or between 4:00 PM and 6:00 PM. Designation as an arterial or collector roadway shall be according to St. Louis County records unless otherwise superseded by the Director of Public Works.
- #### **3.0 NOTIFICATIONS**
- 3.1 The Contractor will be required to notify all nearby and affected property owners and business owners prior to any work being done. The Contractor shall mail or hand deliver the notifications such that the affected property owners will receive these notices approximately three (3) days prior to each operation.
 - 3.2 The Contractor shall supply a copy of the notification letter to the City for review and approval prior to issuing the notification.

4.0 **“NO PARKING” SIGNS**

- 4.1 The Contractor shall be responsible for prior notification of residents regarding no parking on streets during construction operations. Temporary “No Parking” signs noting the proposed date(s) of construction activity shall be provided and installed approximately forty-eight (48) hours in advance of the Work at that location. The signs will be supplied by the Contractor and approved by the City.
- 4.2 The temporary “No Parking” signs shall be posted with a minimum spacing of 25 feet and a maximum spacing of 50 feet.
- 4.3 The signs will be removed and disposed of by the Contractor approximately one (1) hour after paving operations have been completed unless otherwise ordered by the Director of Public Works.

5.0 **RESPONSIBILITY FOR DAMAGED ITEMS**

- 5.1 In accordance with Section 105 of the Standard Specifications, the Contractor is responsible for the maintenance of all items completed by him and his subcontractors until acceptance by The City of Creve Coeur, either partial or final, as provided for in the Standard Specifications. Maintenance shall include removal and replacement of damaged items, either existing or newly constructed, or portions of items to the extent necessary for the work to fully comply with the specifications.
- 5.2 Damages to improvements by the Contractor’s subcontractors and material suppliers are included and covered under this provision.
- 5.3 No direct or additional payment will be made for the cost of repair or replacement of damaged items, and no adjustment in final quantities will be made.

6.0 **CONTROL OF MATERIAL (CERTIFIED TEST RESULTS)**

- 6.1 In addition to the requirements of Section 106.3 of the Standard Specifications, letters of certification and/or certified test reports indicating compliance with specifications will be required from suppliers of material to be incorporated into the improvements. Such certifications and test reports will be required by the Director of Public Works or his representative prior to the placement of such designated materials.
- 6.2 No direct payment will be made for this work, but any costs involved will be considered incidental to the unit price bid for the various construction items.

7.0 **CONSTRUCTION SEQUENCE REQUIREMENTS**

- 7.1 The intent behind establishing the following construction sequence is to reduce the impact and inconveniences to the residents along the project roadways. The contractor may submit alternative construction sequences for review prior to and/or during construction. The City may revise the construction sequences at any time during construction to reduce the impact on the residents.
 - 7.1.1. At no time shall the Contractor stage his operations in such a way that causes an unreasonable disturbance of traffic, as determined by the Director of Public Works. The Contractor’s construction sequence shall be reviewed and approved by the City prior to its enactment.
- 7.2 Property restoration for each address at the work site, including, but not limited to, backfill, grading, mailboxes, sprinkler systems, electronic dog fences, seeding, sodding, mulching, and sweeping, shall be completed within seven (7) days after the last roadway construction activity that affects a particular address.

8.0 **ACCESS**

- 8.1 **The Contractor is required to notify all residents a minimum of forty-eight (48) hours but not more than seventy-two (72) hours in advance of any work that will limit access to their driveway(s).** The notice shall be on company letterhead, in a format approved by the City, and shall contain the date when work that will limit their access is expected to begin. If the date of the work changes, additional notices explaining the change and the new start date shall be delivered by the Contractor.

9.0 CONSTRUCTION STAKING AND LAYOUT

- 9.1 The Contractor shall be responsible for providing labor, equipment, and materials necessary for construction staking and layout as required, to the grades, elevations, and alignment shown on the plans or as determined by the City. No separate payment will be made for construction staking and layout. The Contractor shall make his bid accordingly. No payment shall be made for restaking except as expressly authorized due to changes made by the City during construction.
- 9.2 The Contractor shall be solely responsible for meeting the accessibility requirements set out by the Americans with Disabilities Act (ADA) in all applicable aspects of the project.

TECHNICAL SPECIFICATIONS

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(Job Special Provisions shall prevail over Specification and/or
General Provisions whenever in conflict therewith)

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A. PROJECT CONTACT FOR CONTRACTOR/BIDDER QUESTIONS

1.0 Contact

1.1 All questions concerning this project during the bidding process shall be forwarded to the project contact listed below in writing (email):

Dione Garson
Interim Assistant Director of Public Works
(314) 274-2107
dgarson@crevecoeurmo.gov

B. EMERGENCY PROVISIONS AND INCIDENT MANAGEMENT

1.0 The contractor shall have communication equipment on the construction site or immediate access to other communication systems to request assistance from the police or other emergency agencies for incident management. In case of accidents or the need for police, the contractor shall notify police or other emergency agencies immediately as needed. The City's park office shall also be notified when the contractor requests emergency assistance.

Dione Garson – City of Creve Coeur, (314) 274-2107
Adam Peetz– TREKK Design Group, (314) 616-0279

2.0 In addition to the 911 emergency telephone number for ambulance, fire or police services, the following agencies may also be notified for accident or emergency situation within the project limits.

Creve Coeur Police Department 350 N New Ballas Rd, Creve Coeur, MO 63141 Emergency Calls: Call 911 Non-Emergency Reporting / General Information: (314) 432-8000
Creve Coeur Dept. of Public Works 300 N New Ballas Rd, Creve Coeur, MO 63141 Phone: (314) 872-2500
Creve Coeur Fire Protection District 11221 Olive Blvd. Creve Coeur, MO 63141 Emergency Calls: Call 911 Non-Emergency Reporting / General Information: 314-432-5570

2.1 This list is not all inclusive. Notification of the need for wrecker or tow truck services will remain the responsibility of the appropriate police agency.

2.2 The contractor shall notify enforcement and emergency agencies before the start of construction to request their cooperation and to provide coordination of services when emergencies arise during the construction at the project site. When the contractor completes this notification with enforcement and emergency agencies, a report shall be furnished to the engineer on the status of incident management.

3.0 No direct pay will be made to the contractor to recover the cost of the communication equipment, labor, materials or time required to fulfill the above provisions.

C. UTILITIES

1.0 For informational purposes only, the following is a list of names, addresses, and telephone numbers of the known utility companies in the area of the construction work for this improvement:

Utility Name	Known Required Adjustment	Type
Ameren-Missouri (Distribution) P.O. Box 66149, Mail Code 667/Aten St. Louis, MO 63166-6149 Phone: (314) 206-0277	No	Electric
AT&T 909 Chestnut 9-V-07 St. Louis, MO 63101 Phone: (636) 402-7027	No	Communication
Missouri American Water Company 727 Craig Road St. Louis, MO 63141 Phone: (866) 430-0820	No	Water
MSD 2350 Market Street St. Louis, MO 63103 Phone: 314-768-6260	No	Stormwater and Sanitary

2.0 EXISTING UTILITIES FACILITIES:

Known utilities are shown on the plan set. Contractor is responsible for properly locating and avoiding utilities. Any damages or disruption to existing utilities will be the responsibility of the contractor. The contractor shall conduct a proper notice and utility locate prior to commencement of work. The notice must be submitted a minimum of 2 and a maximum of 10 working days prior to excavation as Missouri One Call requires.

D. GRADING

1.0 Description

This work shall consist of the excavation and fill activities required to construct proposed grading.

2.0 Execution

2.1 Excavation

- 2.1.1 Excavation shall be minimized where possible and performed only to the widths shown in the plan set (+/- 6") and to the depths required to maintain prescribed slopes.

- 2.1.2 Excavation will only occur after a utility locate has been properly conducted. And all utilities have reported and marked installations in the area.
- 2.1.3 The bottom of excavated areas shall be smoothed and compacted prior to the installation of materials.
- 2.2 Fill
 - 2.2.1 Fill shall be performed as needed to maintain target grading conditions.
 - 2.1.1 Fill material shall be compacted to 95% maximum dry density Fill areas shall be smoothed prior to the installation of subsequent materials. Material shall be placed in 6" lifts and compacted to 95% maximum dry density, except for the top 4" under areas receiving sod (soil immediately under sod will not be compacted). Material shall be installed at optimum moisture content +/- 3%

3.0 Method of Measurement

- 3.1 No measurement will be made

4.0 Basis of Payment

- 4.1 Payment for EXCAVATION and EARTHEN FILL placement will be made as a lump sum value for each site.

E. SWALE CONSTRUCTION

1.0 General

- 1.1 Related Documents
 - 1.1.1 Material specifications and information are included as attachment A.
- 1.2 Required Submittals
 - 1.2.1 Product Data Sheet: For each type of product indicated.
 - 1.2.2 Receipts for project materials.

2.0 Products

- 2.1 Mortar Materials
 - 2.1.1 A type S mortar mix shall be used for all masonry work
 - 2.1.2 Mortar shall be mixed and installed according to manufacturers specifications
 - 2.1.2.1 Mortar joints shall be flush to brick surface, with excess mortar material will be removed.
- 2.2 Brick Materials
 - 2.2.1 Brick selection shall be as indicated on CONSTRUCTION NOTES of plan set (sheet #2).
 - 2.2.2 Material data sheets for bricks are in Attachment 1.
- 2.3 Bedding Sand
 - 2.3.1 Bedding sand shall be washed, free of organic material, and meet gradation requirements.
 - 2.3.1.1 Gradation- 100% shall pass a ¼" screen.
- 2.4 Geosynthetic Materials
 - 2.4.1 Geofabric shall be nonwoven type, 8oz weight.
 - 2.4.2 Geogrid shall be biaxial polypropylene type, Miragrid 2XT or approved equivalent.
- 2.5 Earthen Fill
 - 2.5.1 Earthen fill shall consist of topsoil free of large stone, roots, and vegetation.

3.0 Execution

3.1 General

- 3.1.1 Construction of swale brickwork to be one layer thick with mortared joints placed over constructed base. Brick will be placed in a running bond pattern producing even planar surfaces. The composition of the swale will be as follows:

TOP	Brick with 3/8" wide flush mortar joints. Bedding sand layer 8oz nonwoven geofabric Compacted 1" minus crushed stone Geogrid
BOTTOM	Existing subgrade.

3.2 Dimensions

- 3.2.1 Construction of brick swale shall be to the following dimensions:

	Bottom Width	Side Slope (V:H)	Side Width
Mason Forest	8 bricks	1:3	2 bricks
Fernpark	5 bricks	1:3	2 bricks
Bellington	6 bricks	1:1	2 bricks

- 3.2.2 Joints shall be 3/8" wide

- 3.2.3 Slope along swale shall be no less than 0.9% and no more than 15%

3.3 Grading

- 3.3.1 Site shall be graded to the following conditions:

3.3.1.1 Surface of soil surrounding swale shall be graded to drain to swale

3.3.1.2 Soil adjacent to brick shall be finished at 1/2" above the top of brick

3.3.1.3 All large stone, roots, and foreign material shall be removed from site.

3.4 Examination

- 3.4.1 Examine exposed subgrades and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.

- 3.4.2 Compact prepared subbase surface below concrete paving to identify soft pockets and areas of excess yielding.

- 3.4.3 Correct subgrade with soft spots and areas of pumping or rutting exceeding depth of 1/2 inch.

- 3.4.4 Proceed with installation only after unsatisfactory conditions have been corrected.

3.5 Preparation

- 3.5.1 Remove loose material from compacted subbase immediately before placing material.

3.6 Placement

- 3.6.1 Before placing material inspect working area for soft spots, debris, non-compliant slope, and obstacles.

- 3.6.2 Moisten and prepare subbase to provide a smooth, compacted, uniform, and dampened condition at time material is placed. Subbase should be at optimum moisture +/- 3% at time of material placement.

- 3.6.3 Geogrid shall be placed flush to prepared subgrade. Placed material shall be free from wrinkles. Adjacent segments shall have 1ft of overlap. Excess material shall be trimmed and removed from site.

- 3.6.4 1" minus crushed stone aggregate shall be placed and compacted to form 6" lift. Aggregate will be placed at optimum moisture content (+/- 5%), wetting mat be performed to assist compaction. Material shall be compacted to 95% maximum dry density. Resulting surface shall be smooth and conforming to design dimensions.
- 3.6.5 Geofabric shall be placed over compacted stone aggregate layer. Geofabric shall be placed flush to surface, free from wrinkles, and extend to design dimensions. Adjacent segments shall have 1ft of overlap. Excess material shall be trimmed and removed from site.
- 3.6.6 Bedding Sand shall be placed to form a 1" compacted smooth surface. Material shall be placed, raked smooth, and compacted to at least 90% of maximum dry density.
 - 3.6.6.1 Material shall be wetted as needed and placed at optimum moisture content +/- 5%
- 3.7 Tolerances
 - 3.7.1 Compacted aggregate layer: +/-1"
 - 3.7.2 Compacted Bedding Sand Layer: +/-0.5"
 - 3.7.3 Joint width: +/-1/8"
 - 3.7.4 Swale cross-section: +/-1/4" from any listed measurement
 - 3.7.5 Swale slope: must be greater than 0.9% and less than 15% for all sites.
- 3.8 Repairs And Protection
 - 3.8.1 Remove and replace material that is broken, damaged, or defective or that does not comply with requirements in this Section. Remove work in complete sections from joint to joint unless otherwise approved by City of Creve Coeur Public Works Department or appointed representative.
- 3.9 Method of Measurement.
 - 3.9.1 Measurement of materials shall be made to the nearest SY (square yard).
- 3.10 Basis of Payment.
 - 3.10.1 Payment for SWALE work shall be made according to units given on bid form at the agreed fixed unit price for each item, and shall include all materials and labor necessary to properly construct work described in project drawings and specifications.

F. CONCRETE PAD

1.0 Description

- 1.1 This work shall consist of the installation of the concrete pad used to connect the swale to the existing storm sewer inlet located at the Mason Forest site.

2.0 Products

2.1 Forms

- 2.1.1 Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, and smooth exposed surfaces. Use flexible or uniformly curved forms for curves with a radius of 100 feet or less. Do not use notched and bent forms.
- 2.1.2 Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and that will not impair subsequent treatments of concrete surfaces.

2.2 Steel Reinforcement

- 2.2.1 Concrete Reinforcement Bars: ASTM A 615/A 615M, Grade 60 plain-steel bars, #4 size.

2.3 Concrete Materials

2.3.1 Cementitious Material: Use the following cementitious materials, of same type, brand, and source throughout Project:

2.3.1.1 Portland Cement: ASTM C 150, gray portland cement Type I/II.

2.3.2 Normal-Weight Aggregates: ASTM C 33, Class 4S, uniformly graded.

2.3.3 Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.

2.3.4 Water: Potable and complying with ASTM C 94/C 94M..

2.4 Related Materials

2.4.1 Joint Fillers: ASTM D 1751, asphalt-saturated cellulosic fiber or equivalent.

2.5 Concrete Mixtures

2.5.1 Prepare design mixtures, proportioned according to ACI 301, for each type and strength of normal-weight concrete, and as determined by either laboratory trial mixtures or field experience.

2.5.2 Proportion mixtures to provide normal-weight concrete with the following properties:

2.5.2.1 Compressive Strength (28 Days): 4000 psi.

2.5.2.2 Maximum Water-Cementitious Materials Ratio at Point of Placement: 0.50.

2.5.2.3 Slump Limit: 4 inches, plus or minus 1 inch.

2.5.3 Chemical Admixtures: Use admixtures according to manufacturer's written instructions.

2.5.4 Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:

2.5.4.1 Fly Ash or Pozzolan: maximum of 25%.

2.6 Concrete Mixing

2.6.1 Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Furnish batch certificates for each batch discharged and used in the Work.

2.6.1.1 Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mixture type, mixing time, quantity, and amount of water added.

2.6.1.2 When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

3.0 Execution

3.1 General

3.1.1 Construction of concrete pad to be 5" thick, 4,000 psi concrete with #4 bars spaced 12" O.C. each way or an equivalent welded wire mesh. Equivalent meshes include W6 on 4"x4" spacing or W10 on 6"x6" spacing.

3.2 Examination

3.2.1 Examine exposed subgrades and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.

3.2.2 Compact prepared subbase surface below concrete paving to identify soft pockets and areas of excess yielding.

3.2.3 Completely compact and smooth subbase.

- 3.2.4 Correct subgrade with soft spots and areas of pumping or rutting exceeding depth of 1/2 inch.
 - 3.2.5 Proceed with installation only after unsatisfactory conditions have been corrected.
- 3.3 Preparation
 - 3.3.1 Remove loose material from compacted subbase immediately before placing concrete.
- 3.4 Edge Forms And Screed Construction
 - 3.4.1 Set, brace, and secure edge forms, bulkheads, and intermediate screed guides to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.
 - 3.4.2 Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.
- 3.5 Steel Reinforcement
 - 3.5.1 Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
 - 3.5.2 Clean reinforcement of loose rust and mill scale, earth, or other bond-reducing materials.
 - 3.5.3 Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
- 3.6 Joints
 - 3.6.1 Form construction, isolation, and contraction joints and tool edges true to line, with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline unless otherwise indicated.
 - 3.6.2 When joining existing structure, place transverse joints to align with previously placed joints unless otherwise indicated.
 - 3.6.3 Edging: After initial floating, tool edges of paving, gutters, curbs, and joints in concrete with an edging tool to a 1/4-inch radius. Repeat tooling of edges after applying surface finishes. Eliminate edging-tool marks on concrete surfaces.
- 3.7 Concrete Placement
 - 3.7.1 Before placing concrete, inspect and complete formwork installation, steel reinforcement, and items to be embedded or cast-in.
 - 3.7.2 Moisten subbase to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.
 - 3.7.3 Comply with ACI 301 requirements for measuring, mixing, transporting, and placing concrete.
 - 3.7.4 Consolidate concrete according to ACI 301 by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.
 - 3.7.5 Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating reinforcement and dowels joint devices.
 - 3.7.6 Concrete shall be placed to provide a smooth transition from the brick surface of the swale to the storm sewer inlet.
- 3.8 Trowel Finishing
 - 3.8.1 Pad shall be trowel shaped and finished to effectively join brick swale to existing concrete structure.

3.9 Concrete Protection And Curing

- 3.9.1 General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
 - 3.9.2 Comply with ACI 306.1 for cold-weather protection.
 - 3.9.3 Paving Tolerances
 - 3.9.4 Comply with tolerances in ACI 117 and as follows:
 - 3.9.5 Elevation: +/-1/8" from surface of adjoining structures at each end
 - 3.9.6 Thickness: +/-1/2"
 - 3.9.7 Surface: Gap below 5-foot-long, unleveled straightedge not to exceed 1/4 inch when measured along direction of flow.
 - 3.9.8 Repairs And Protection
 - 3.9.9 Remove and replace concrete paving that is broken, damaged, or defective or that does not comply with requirements in this Section. Remove work in complete sections from joint to joint.
 - 3.9.10 Protect concrete paving from damage. Prohibit traffic on finished surface for at least 2 days after placement.
 - 3.9.11 Maintain concrete free of stains, discoloration, dirt, and other foreign material.
 - 3.9.12 Protect all existing structures.
- 3.10 Method of Measurement.
- 3.10.1 Measurement of concrete will not be performed.
- 3.11 Basis of Payment.
- 3.11.1 Payment for CONCRETE PAD shall be made per item count at the fixed unit price for Concrete Pavement, and shall include all materials and labor necessary to properly construct work described in project drawings and specifications.

G. TURF AND GRASSES

1.0 Description

- 1.1 This work shall consist of the installation and maintenance of Turfgrass Sod.

2.0 Delivery, Storage, And Handling

- 2.1 Sod: harvest, deliver, store, and handle sod according to requirements in "Specifications for Turfgrass Sod Materials" and "Specifications for Turfgrass Sod Transplanting and Installation" sections in TPI's "Guideline Specifications to Turfgrass Sodding." Deliver sod within 24 hours of harvesting and in time for planting promptly. Protect sod from breakage and drying.
- 2.2 Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.

3.0 Field Conditions

- 3.1 Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions.

4.0 Products

4.1 Turfgrass Sod

- 4.1.1 Turfgrass Sod: Number 1 Quality/Premium, including limitations on thatch, weeds, diseases, nematodes, and insects, complying with "Specifications for Turfgrass Sod Materials" in TPI's "Guideline Specifications to Turfgrass Sodding." Furnish viable sod of uniform density, color, and texture that is strongly rooted and capable of vigorous growth and development when planted.
- 4.1.2 Turfgrass Species: Sod of grass species as follows, with not less than 85 percent germination, and not more than 0.5 percent weed seed:

4.1.2.1 Turf-type to match existing site conditions.

4.2 Fertilizers

- 4.2.1 Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:
- 4.2.2 Composition: 20 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight.
- 4.2.3 Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing laboratory.

5.0 Execution

5.1 Examination

- 5.1.1 Examine areas to be planted for compliance with requirements and other conditions affecting installation and performance of the Work.
- 5.1.2 Verify that no foreign or deleterious material or liquid has been deposited in soil within a planting area.
- 5.1.3 Suspend planting operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
- 5.1.4 Uniformly moisten excessively dry soil that is not workable or which is dusty.
- 5.1.5 Proceed with installation only after unsatisfactory conditions have been corrected.
- 5.1.6 If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by engineer and replace with new planting soil.

5.2 Preparation

- 5.2.1 Protect structures; utilities; sidewalks; pavements; and other facilities, trees, shrubs, and plantings from damage caused by planting operations.
- 5.2.2 Protect grade stakes until directed to remove them.

5.3 Turf Area Preparation

- 5.3.1 Placing Planting Soil: Place and mix planting soil in place over exposed subgrade.
- 5.3.2 Reduce elevation of planting soil to allow for soil thickness of sod.
- 5.3.3 Moisten prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- 5.3.4 Before planting, obtain engineer's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

6.0 Sodding

- 6.1 Lay sod within 24 hours of harvesting unless a suitable preservation method is accepted by engineer prior to delivery time. Do not lay sod if dormant or if ground is frozen or muddy.
- 6.2 Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod; do not stretch or overlap. Stagger sod strips or pads to offset joints in adjacent courses. Avoid damage to soil or sod during installation. Tamp and roll lightly to ensure contact with soil, eliminate air pockets, and form a smooth surface. Work sifted soil or fine sand into minor cracks between pieces of sod; remove excess to avoid smothering sod and adjacent grass.
- 6.3 Lay sod across slopes exceeding 1:3 (V:H).
- 6.4 Anchor sod on slopes exceeding 1:6 with wood pegs or steel staples spaced as recommended by sod manufacturer but not less than two anchors per sod strip to prevent slippage.
- 6.5 Saturate sod with fine water spray within two hours of planting. During first week after planting, water daily or more frequently as necessary to maintain moist soil to a minimum depth of 1-1/2 inches below sod.

7.0 Turf Renovation

- 7.1 Renovate turf damaged by Contractor's operations, such as storage of materials or equipment and movement of vehicles.

- 7.2 Reestablish turf where settlement or washouts occur or where minor regrading is required.
- 7.3 Install new planting soil as required.
- 7.4 Remove sod and vegetation from diseased or unsatisfactory turf areas; do not bury in soil.
- 7.5 Remove topsoil containing foreign materials, such as oil drippings, fuel spills, stones, gravel, and other construction materials resulting from Contractor's operations, and replace with new planting soil.
- 7.6 Remove weeds before sodding.
- 7.7 Remove waste and foreign materials, including weeds, soil cores, grass, vegetation, and turf, and legally dispose of them off Owner's property.
- 7.8 Till stripped, bare, and compacted areas thoroughly to a soil depth of 4 inches.
- 7.9 Apply initial fertilizer required for establishing new turf and mix thoroughly into existing soil. Install new planting soil to fill low spots and meet finish grades.
- 7.10 Initial Fertilizer: Slow-release fertilizer applied according to manufacturer's recommendations.
- 7.11 Apply sod as required for new turf.
- 7.12 Water newly planted areas and keep moist until new turf is established.

8.0 Turf Maintenance

- 8.1 General: Maintain and establish turf by watering, fertilizing, weeding, mowing, trimming, replanting, and performing other operations as required to establish healthy, viable turf. Roll, regrade, and replant bare or eroded areas and re-mulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.
- 8.2 Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace materials and turf damaged or lost in areas of subsidence.
- 8.3 Apply treatments as required to keep turf and soil free of pests and pathogens or disease. Use integrated pest management practices whenever possible to minimize the use of pesticides and reduce hazards.
- 8.4 Watering: Install and maintain temporary piping, hoses, and turf-watering equipment to convey water from sources and to keep turf uniformly moist to a depth of 4 inches.
- 8.5 Schedule watering to prevent wilting, puddling, erosion, and displacement of seed or mulch. Lay out temporary watering system to avoid walking over muddy or newly planted areas.
- 8.6 Water turf with fine spray at a minimum rate of 1 inch per week unless rainfall precipitation is adequate.
- 8.7 Mow turf as soon as top growth is tall enough to cut. Repeat mowing to maintain specified height without cutting more than one-third of grass height. Remove no more than one-third of grass-leaf growth in initial or subsequent mowings. Do not delay mowing until grass blades bend over and become matted. Do not mow when grass is wet. Schedule initial and subsequent mowings to maintain the following grass height:
- 8.8 Mow turf to a height of 2 to 3 inches or matching surrounding grass height.

9.0 Satisfactory Turf

- 9.1 Turf installations shall meet the following criteria as determined by engineer:
- 9.2 Satisfactory Sodded Turf: At end of maintenance period, a healthy, well-rooted, even-colored, viable turf has been established, free of weeds, open joints, bare areas, and surface irregularities.
- 9.3 Use specified materials to reestablish turf that does not comply with requirements, and continue maintenance until turf is satisfactory.

10.0 Cleanup And Protection

- 10.1 Promptly remove soil and debris created by turf work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
- 10.2 Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of them off Owner's property.

- 10.3 Erect temporary fencing or barricades and warning signs as required to protect newly planted areas from traffic. Maintain fencing and barricades throughout initial maintenance period and remove after plantings are established.

11.0 Maintenance Service

- 11.1 Turf Maintenance Service: Provide full maintenance by skilled employees of landscape Installer. Maintain as required in "Turf Maintenance" Article. Begin maintenance immediately after each area is planted and continue until acceptable turf is established, but for not less than the following periods:

- 11.1.1 Sodded Turf: 30 days from date of Substantial Completion.

12.0 Method of Measurement

- 12.1 Measurement of TURFGRASS SOD installation are made to the nearest Square Yard (SY)

13.0 Basis of Payment

- 13.1 Payment for TURFGRASS SOD shall be made per nearest square yard at the fixed unit price for Turf and Grasses, and shall include all materials and labor necessary to properly construct work described in project drawings and specifications

H. MULCH

1.0 Description

- 1.1 This work shall consist of the installation and maintenance of mulch, this section only applies to work performed at the Bellington site.

2.0 Delivery, Storage, And Handling

- 2.1 Mulch may be delivered to site in bulk or bagged form. If it is stored on site it shall be stored on site in a protected stockpile area with erosion control in place. Contractor is responsible for restoration of the stockpile area.
- 2.2 Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants unless approved by engineer or the City of Creve Coeur Public Works Department.

3.0 Products

- 3.1 Hardwood Mulch

- 3.1.1 Mulch shall be a dark double ground natural hardwood type free from debris.

4.0 Execution

- 4.1 Examination

- 4.1.1 Examine areas to be mulched for compliance with requirements and other conditions affecting installation and performance of the Work.
 - 4.1.2 Verify that no foreign or deleterious material or liquid has been deposited in soil within area.
 - 4.1.3 If contamination by foreign or deleterious material or liquid is present in soil within the area to be mulched, remove the soil and contamination as directed by engineer and replace with new soil.
 - 4.1.4 Install mulch to a uniform depth of two to three inches over the designated area.
 - 4.1.5 After mulch is placed, lightly rake or smooth mulch to ensure even coverage and appearance.

- 4.2 Preparation

- 4.2.1 Protect structures; utilities; sidewalks; pavements; and other facilities, trees, shrubs, and plantings from damage caused from mulching operations.
 - 4.2.2 Protect grade stakes until directed to remove them.

5.0 Cleanup And Protection

- 5.1 Promptly remove soil and debris created by turf work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.

- 5.2 Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris.

6.0 Method of Measurement

- 6.1 Measurement of MULCH installation are made to the nearest Cubic Yard (CY)

7.0 Basis of Payment

- 7.1 Payment for MULCH shall be made per nearest cubic yard at the fixed unit price for Mulch, and shall include all materials and labor necessary to properly construct work described in project drawings and specifications

I. PLANTING

1.0 Description

- 1.1 This work shall consist of the installation and maintenance of Green Giant evergreen trees.

2.0 Products

- 2.1 Species: Thuja standishii x plicata.
- 2.2 7-9 foot tall Thuja Green Giant Tree.

3.0 Execution

- 3.1 Trees shall be planted at locations designated by the property owner.
- 3.2 When planting, excavate and till soil to a loosened noncompacted condition.
- 3.3 The recommended space between planting trees is at least five to ten feet apart.
- 3.4 The planting hole should be dug twice as wide and a bit deeper than the container the tree comes in. When placing the tree the top of the root ball should be even or slightly above the existing soil line.
- 3.5 After placing tree backfill the hole with soil, gently tamping it down to eliminate air pockets. Avoid stepping directly on the soil, as excessive compaction can damage the root system. Thoroughly water the tree immediately after planting to help settle the soil around the roots.

4.0 Cleanup And Protection

- 4.1 Promptly remove soil and debris created during tree planting from paved or landscaped areas. Clean wheels of vehicles before exiting to avoid tracking soil.
- 4.2 Remove and dispose of surplus soil, container materials, packing debris, and any unsuitable backfill offsite in accordance with local regulations.

5.0 Maintenance

- 5.1 Water to sufficiently saturate root mass once a week for thirty days unless sufficient rainfall occurs.
- 5.2 Maintain a three to six inch deep layer of mulch (mulch shall be applied according to specifications given in section H).
 - 5.2.1 Thuja Green Giant Evergreen Tree: 30 days from date of Substantial Completion

6.0 Method of Measurement

- 6.1 Tree installation is measured by unit count, with one unit equal to one tree.

7.0 Basis of Payment.

- 7.1 Payment for PLANTING GREEN GIANT TREES shall be made per tree at the fixed unit price for tree installation. Payment shall include all materials and labor required to furnish and install five (5) trees in accordance with the project drawings and specifications.

J. TEMPORARY TREE AND PLANT PROTECTION

1.0 Description

- 1.1 This work shall consist of the general protection and pruning of existing trees and plants that are affected by execution of the Work, whether temporary or permanent construction.

2.0 Root Pruning

- 2.1 Prune roots that are affected by temporary and permanent construction. Prune roots as follows:

- 2.2 Cut roots manually by digging a trench and cutting exposed roots with sharp pruning instruments; do not break, tear, chop, or slant the cuts. Do not use a backhoe or other equipment that rips, tears, or pulls roots.
- 2.3 Cut Ends: Do not paint cut root ends.
- 2.4 Temporarily support and protect roots from damage until they are permanently redirected and covered with soil.
- 2.5 Cover exposed roots with burlap and water regularly.
- 2.6 Backfill as soon as possible.

3.0 Repair And Replacement

- 3.1 Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by engineer.
- 3.2 Submit details of proposed tree and shrub repairs.
- 3.3 Perform the root cutting, branch pruning, and damage repair of trees and shrubs.
- 3.4 Treat damaged trunks, limbs, and roots as needed.
- 3.5 Perform repairs within 3 days.
- 3.6 Replace vegetation that cannot be repaired and restored to full-growth status, as determined by Creve Coeur Public Works Department or appointed representative. Location of replacement planting may be shifted to another location on site with approval of property owner and Creve Coeur Public Works Department.

K. CONTRACTOR SURVEYING AND STAKING

1.0 Staking Requirements

Staking work shall be in accordance with general accepted surveying practices and provisions of the contract.

- 1.1 The contractor shall preserve all right of way monuments, benchmarks control points and reference marks set by the engineer. If any monumentation is damaged, destroyed or disturbed by the contractor, the cost of replacement will be at the contractor's expense and will be deducted from the payment for the work.
- 1.2 All surveying shall be documented by the contractor in a written form acceptable to the engineer. During performance of the work, all surveying documents shall be available and supplied to the engineer upon request, at the contractor's expense. All documents shall be labeled with the route, state job number, county, contractor name, survey party supervisor and date.
- 1.3 The engineer will furnish and set control points with known coordinates. The engineer will furnish all coordinate data to lay out the job and locate benchmarks as shown on the plans. The contractor shall provide all other staking necessary for the successful prosecution of the work. All alignment control established by the contractor shall be referenced, and a copy of the references shall be furnished to the engineer.
- 1.4 Any surveying or measurements necessary for computing pay quantities will be performed by the engineer. The contractor shall notify the engineer at least two working days prior to disturbing any areas used to calculate pay quantities.
- 1.5 All surveying work performed by the contractor shall be sufficient and accurate to construct the work in accordance with the contract documents. Any delays or additional costs to the project which result from insufficient or inaccurate staking or time lost for corrective action will be considered as a nonexcusable and noncompensable delay.
- 1.6 The construction baselines shown on the plans shall be accurately established and the control points of all curves shall be referenced. If it is necessary to introduce an equation in

order to match the plan stationing or if a plan equation is changed, such changes will be at the written direction of the engineer.

- 1.7 Adjustments necessary to provide accurate staking or match improvements to existing features shall be immediately brought to the attention of the engineer. The engineer will determine the nature of the discrepancy and will make revisions as necessary. The contractor shall perform any restaking required by such revisions.
- 1.8 After the centerline has been established and referenced, centerline elevations shall be taken at all stations and at any other points required to ensure the computation of accurate quantities. Centerline elevations shall be based on the plan datum. All benchmarks shown on the plans shall be checked.

2.0 Post-Construction Surveying Requirements

- 2.1 Contractor is responsible for providing an as-built survey of completed work.
- 2.2 The as-built survey shall include measurements for:
 - 2.2.1 Limits of each swale, with measurements taken starting at the top of the swale and then every 25ft along the swale centerline ending at the bottom of the swale. Limits will include measurements taken at the outer edge of the sidewalls and measurements taken at the vertices of the swale floor and sidewalls.
 - 2.2.2 Limits of disturbance, limits of disturbance will be recorded no less than every 25ft along the perimeter of the area disturbed.
 - 2.2.3 Locations of all plantings.
 - 2.2.4 Other points as indicated by the engineer or the City of Creve Coeur Public Works Department.
- 2.3 Survey shall be performed by an independent 3rd party licensed surveyor approved for this project by the City of Creve Coeur Public Works Department.

3.0 Method of Measurement

- 3.1 No measurement will be made for contractor surveying and staking. This work shall be considered a lump sum unit when a pay item is provided in the contract.

4.0 Basis of Payment

- 4.1 When a pay item is provided in the contract, contractor furnished surveying and staking will be paid for at the contract lump sum price and will be considered full compensation for the following:
- 4.2 Performing this work.
- 4.3 All material, labor, tools, equipment and incidentals necessary to complete the work.
- 4.4 For all effects, impacts, cumulative impacts, incidental and consequential costs, loss or damage arising from, relating to or produced by error or discrepancies in surveys or staking and plans based on such surveys or staking, and any cost, including time effects, to correct the errors or discrepancies.
- 4.5 Payment for SURVEYING AND STAKING will only be made when a pay item is provided in the contract. If no pay item is provided, all costs associated with surveying and staking shall be considered included in the cost of other bid items.
- 4.6 Payment for contractor furnished SURVEYING AND STAKING completed, not to exceed the contract item amount, will be made upon written request by the contractor. Such a request shall be submitted to the engineer two business days prior to the progress estimate date.
- 4.7 Complete payment will not be made until the contractor has provided all of the original surveying field notes, layouts, computations and notebooks to the engineer.

L. EROSION CONTROL

1.0 Description

1.1 This section describes the placement of silt fence.

2.0 Products

2.1 3ft woven polypropylene silt fence on 4ft wooden stakes spaced every 10ft.

3.0 Execution

3.1 Clear the area from debris and mark the fence line.

3.2 Check the fence for rips and broken or loose stakes.

3.3 Unroll the fence: Keep the bottom folded in and stakes standing tall.

3.4 Stake it down: pull fencing fabric taught and hammer stakes in until bottom of fabric is flush with soil.

3.5 Join the edges: Overlap them and staple them together.

4.0 Method of Measurement

4.1 Silt fence will be measured along the top edge of the perimeter formed.

5.0 Basis of Payment

5.1 Payment for EROSION CONTROL shall be made per nearest yard at the fixed unit price for EROSION CONTROL (Silt Fence), and shall include all materials and labor necessary to properly construct work described in project drawings and specifications

M. DEMOLITION AND DISPOSAL

1.0 Description

1.1 This section describes the requirements for demolition and subsequent disposal.

2.0 Products

2.1 Demolition work for this project shall consist of the removal of the yard drain at the Mason Forest site, the location of the yard drain is depicted in the plan set.

3.0 Execution

3.1 Prior to demolition a utility locate will be performed as described in the project plan set. The site will also be checked for other hazards prior to work commencing.

3.2 After the area has been cleared of hazards and utilities a shallow cut in the soil shall be made to expose the existing structures marked for demolition.

3.3 Structures will be removed by a competent demolition professional, and sized for storage and transport.

3.4 Any remaining voids shall be filled and sodded with turf grass, see Section G Turf and Grass for specifications on sodding.

3.5 All demolition debris and other waste material generated from construction activities shall be collected and removed from site for proper legal disposal. Material shall be gathered, stored, transported, and disposed of in compliance with all applicable federal, state, and local regulations.

3.6 All excess soil and materials shall be removed from site for proper reclamation or disposal.

4.0 Method of Measurement

4.1 Demolition and disposal will not be measured.

5.0 Basis of Payment

5.1 Payment for DEMOLITION AND DISPOSAL will be made as a lump sum value for each location.

Attachment A

Product Information

HOLLAND STONE

by



BLOCK-LITE
MASONRY & HARDSCAPE PRODUCTS FOREVER



COLORS



SEDONA RED



ANTIQUE GREY



SONORAN BLEND



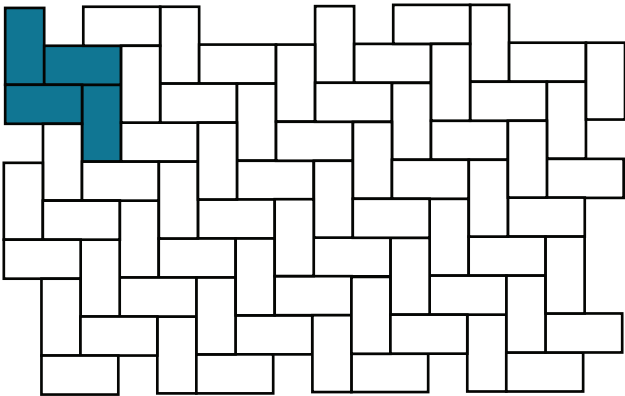
MOUNTAIN BLEND

Holland Stone by Block-Lite is a high quality and economic paver system. Designed to complement any architecture with its simple and timeless style. Made from high quality materials and industry leading manufacturing standards these pavers will withstand the change of seasons and constant use for years of enjoyment.

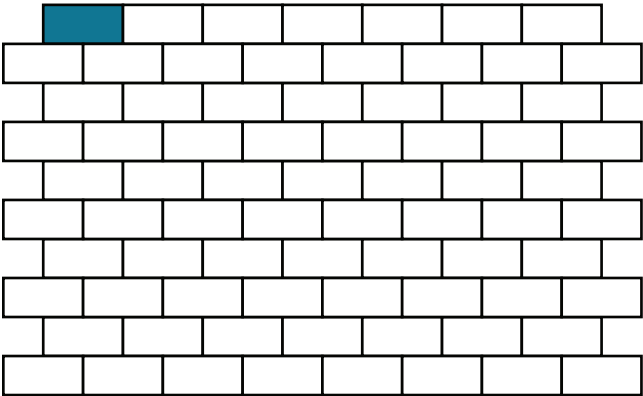


www.block-lite.com | 3900 E. Industrial Dr. Flagstaff, AZ 86004 | 928.526.1118

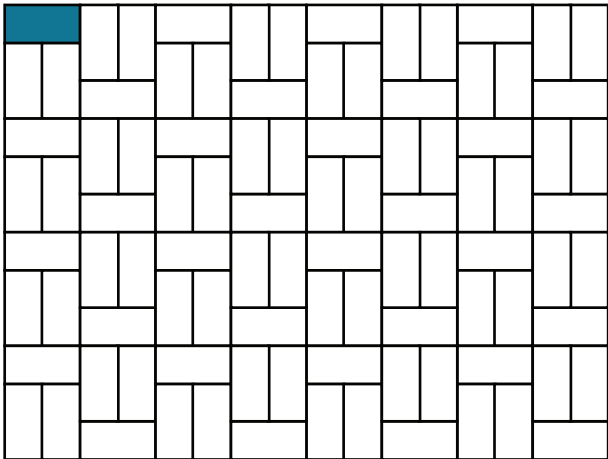
LAYING PATTERNS



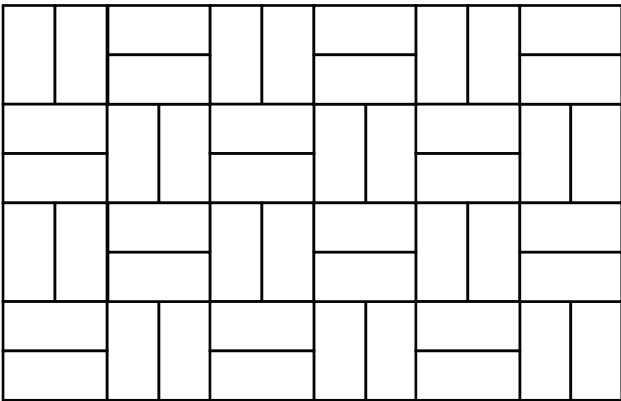
HERRINGBONE 100% HOLLAND



RUNNING BOND 100% HOLLAND



SINGLE BASKET WEAVE 100% HOLLAND



BASKET WEAVE 100% HOLLAND

Holland Stone (60mm)

UNIT SIZE	PIECES PER SF.	SQFT/PALLET	# OF LAYERS	PIECES/PALLET	WEIGHT/PALLET
Rectangle 4x8x2 3/8	4.6	104	8	480	2930



Belcrest 650 Pavers



Type	Paver
Color	White
Texture	Sandmold
Plant	Plant 3
Manufacturing Method	Molded
Coating	Sand
Series	Belcrest

Sizes

Sizes	Width	Height	Length	Unit/Sq Ft
Modular Paver	3 5/8" 92mm	2 1/4" 57mm	7 5/8" 194mm	5.21

Specs

Standards / Value	C1272 Application	PA
	C1272 Type	R:2.25
	C902 Abrasion Type	I
	C902 Application	PA
	C902 Weather Class	SX
Cleaning Recommendation	For sand jointed applications, Belden Brick recommends using a dry, fiber brush to clean this product. For mortared applications the bucket and brush cleaning method is recommended. For specific stain removal, contact The Belden Brick Company.	

Technical Data Sheet

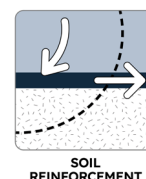
Urbanscape Paver Series
Pittsburgh Plant



Product Name	Swatch	Size	Standard	Durability Class (Class)	Dimensional Variation (Application)	Abrasion Resistance (Type)	Compressive Strength (psi)	24-hr Cold Water Absorption (%)	5-hr Boil Absorption (%)	Abrasion Index
Allegheny Grey Paver		4x8	ASTM C902	SX	PS	Type I	>15,000	<6	<10	<0.11
Brownstone Boulevard Paver		4x8	ASTM C902	SX	PS	Type I	>15,000	<6	<10	<0.11
Iron City Full Range Paver		Modular 4x8	ASTM C902	SX	PS	Type I	>10,000	<8	<10	<0.11
Iron City Red Paver		Modular 4x8	ASTM C902	SX	PS	Type I	>10,000	<8	<10	<0.11
Pittsburgh Pearl Paver		4x8	ASTM C902	SX	PS	Type I	>15,000	<6	<10	<0.11
Riverfront Pewter Paver		4x8	ASTM C902	SX	PS	Type I	>15,000	<6	<10	<0.11

This data represents average results. If specific test results are required, sample should be taken from current production lots.
U.S. STANDARD TEST METHODS (ASTM C67) ARE USED AS APPLICABLE, UNLESS OTHERWISE NOTED. ©2024

Size	Width	Height	Length	Weight	Brick per Cube	Brick per Sq Ft
Modular	3-9/16"	2-1/4"	7-5/8"	5.4	525	4.50
4x8	4"	2-1/4"	8"	6.3	470	4.50



MIRAGRID 2XT

MIRAGRID® 2XT biaxial geogrid is composed of high molecular weight, high tenacity polyester multifilament yarns woven in tension and finished with a PVC coating. MIRAGRID 2XT geogrid is inert to biological degradation and resistant to naturally encountered chemicals, alkalis, and acids.

MIRAGRID 2XT geogrid is used as soil reinforcement in MSE structures such as segmental retaining walls, precast modular block walls, wire faced walls, geosynthetic wrapped faced walls and steepened slopes. MIRAGRID 2XT is also used in MSE stabilized platforms for voids bridging, embankments on soft soils, landfill veneer stability, reducing differential settlement and for foundation seismic stability. TenCate Geosynthetics Americas (A Solmax Company) is accredited by Geosynthetic Accreditation Institute – Laboratory Accreditation Program ([GAI-LAP](#)).

MIRAFI 2XT meets Build America, Buy America Act, Pub. L. No. 117-58, div. G §§ 70901-52.

MECHANICAL PROPERTIES	TEST METHOD	UNIT	MINIMUM AVERAGE ROLL VALUE	
			MD	CD
Tensile Strength @ Ultimate	ASTM D6637(Method B)	lbs/ft (kN/m)	2300 (33.6)	2300 (33.6)
Tensile Strength @ 5% strain	ASTM D6637(Method B)	lbs/ft (kN/m)	1080 (15.8)	550 (8.0)
			MINIMUM ROLL VALUE	
			MD	CD
Creep Rupture Strength ¹	ASTM D5262/D6992	lbs/ft (kN/m)	1597 (23.3)	1597 (23.3)
Long Term Design Strength ²		lbs/ft (kN/m)	1383 (20.2)	1383 (20.2)
PHYSICAL PROPERTIES	UNIT		ROLL SIZE	
Roll Dimensions ³ (width x length)	ft (m)		4 x 50 (1.2 x 15)	
			6 x 150 (1.8 x 46)	
			12 x 150 (3.6 x 46)	
Roll Area	yd ² (m ²)		22 (18)	
			100 (84)	
			200 (167)	
Estimated Roll Weight	lbs (kg)		25 (11)	
			50 (23)	
			109 (49)	

¹ 75-year design life based on NTPEP Report [REGEO-2016-01-062](#).

² Value based on Long Term Design Strength for sand, silt, clay. $RF_{CR} = 1.44$; $RF_{ID} = 1.05$; $RF_D = 1.1$
(Installation damage reduction factor for other soils available upon request)

³ Special order roll lengths are available upon request.

365 South Holland Drive Pendergrass, GA 30567

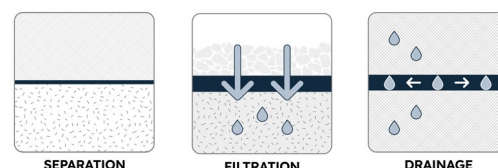
Tel +1 706 693 2226 www.tencategeo.us



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FGS000116 ETQR40



MIRAFI 180N



MIRAFI® 180N is a needlepunched nonwoven geotextile composed of polypropylene fibers, which are formed into a stable network such that the fibers retain their relative position. MIRAFI 180N is inert to biological degradation and resists naturally encountered chemicals, alkalis, and acids. MIRAFI 180N meets AASHTO M288 Class 1, 2, & 3 with elongation >50%.

TenCate Geosynthetics Americas (A Solmax Company) is accredited by Geosynthetic Accreditation Institute – Laboratory Accreditation Program ([GAI-LAP](#)).

MIRAFI 180N meets Build America, Buy America Act, Pub. L. No. 117-58, div. G §§ 70901-52.

MECHANICAL PROPERTIES	TEST METHOD	UNIT	MINIMUM AVERAGE ROLL VALUE	
			MD	CD
Grab Tensile Strength	ASTM D4632	lbs (N)	205 (912)	205 (912)
Grab Tensile Elongation	ASTM D4632	%	50	50
Trapezoid Tear Strength	ASTM D4533	lbs (N)	80 (356)	80 (356)
CBR Puncture Strength	ASTM D6241	lbs (N)	500 (2224)	
MAXIMUM OPENING SIZE				
Apparent Opening Size (AOS)	ASTM D4751	U.S. Sieve (mm)	80 (0.18)	
MINIMUM ROLL VALUE				
Permittivity	ASTM D4491	sec ⁻¹	1.4	
Flow Rate	ASTM D4491	gal/min/ft² (l/min/m²)	95 (3870)	
MINIMUM TEST VALUE				
UV Resistance (at 500 hours)	ASTM D4355	% strength retained	70	
PHYSICAL PROPERTIES	UNIT		ROLL SIZE	
Roll Dimensions (width x length)	ft (m)		12.5 x 360 (3.8 x 110)	15 x 300 (4.57 x 91.4)
Roll Area	yd² (m²)		500 (418)	
Roll Weight	lbs (kg)		239 (108)	

365 South Holland Drive Pendergrass, GA 30567

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FGS000351 ETQR87



Silt Fence 24 & 36

Stakes: 11 qty. 36" or 48" oak stakes are included. (stake height depends on model ordered)

Property	Test Method	
Material		Polypropylene
Construction		Circular Woven
Weight	ASTM-D3766	2 oz/sqyd
Grab Tensile (lbs)	ASTM-D4632	80 x 80
Burst (psi)	ASTM-D3756	190
Trapezoidal Tear	ASTM-D4533	60
Puncture (lbs)	ASTM-D4833	50
Water Permeability (gal/min/SF)	ASTM-D4491	9
Ultraviolet Exposure (% retention in strength)	ASTM-D4355	70% after 1600 hrs
Thickness		11.8 mil

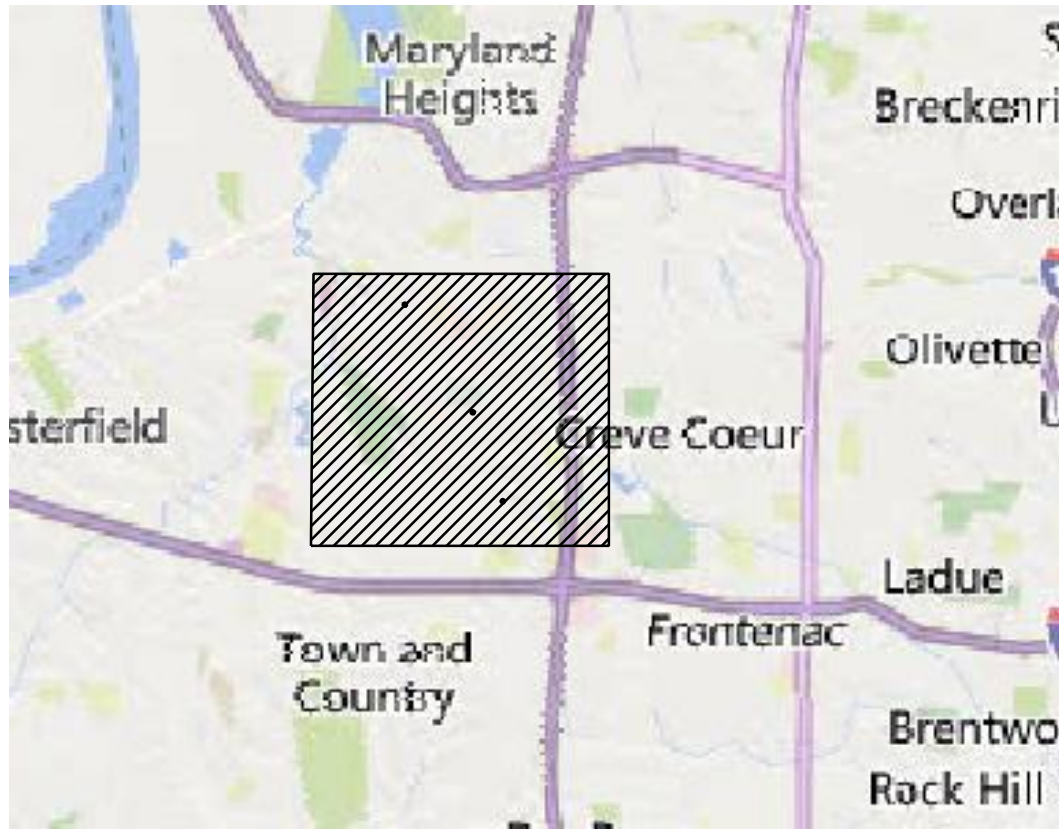
Values Provided represent expected values at time of manufacture. This document provides the characteristic properties of the product described.

To the best of our knowledge, the information contained herein is accurate. However, Paramount Materials cannot anticipate all conditions under which the above product information and the products which we distribute or the products of other distributors or manufacturers in combination with the products which we offer, may be used. We accept no responsibility for results obtained by the application of this information or the safety or suitability of the products we distribute either alone or in combination with other products. Final determination of the suitability of any information or material for the used contemplated, or its manner of use, and whether the suggested use infringes any patents is the sole responsibility of the user.

Please note: Paramount Materials is a distributor of silt fences, not the manufacturer. We source material from a number of different United States based silt fence manufacturers.

APPENDIX A: CONSTRUCTION DETAILS

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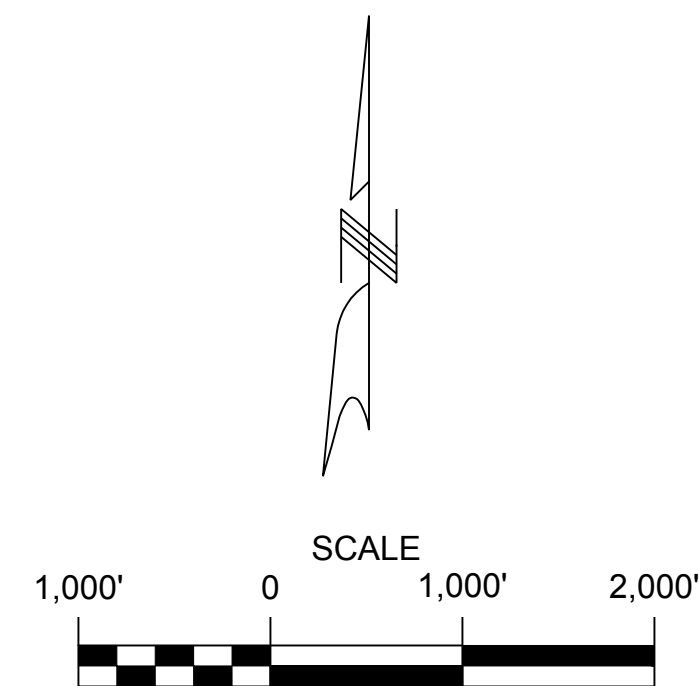
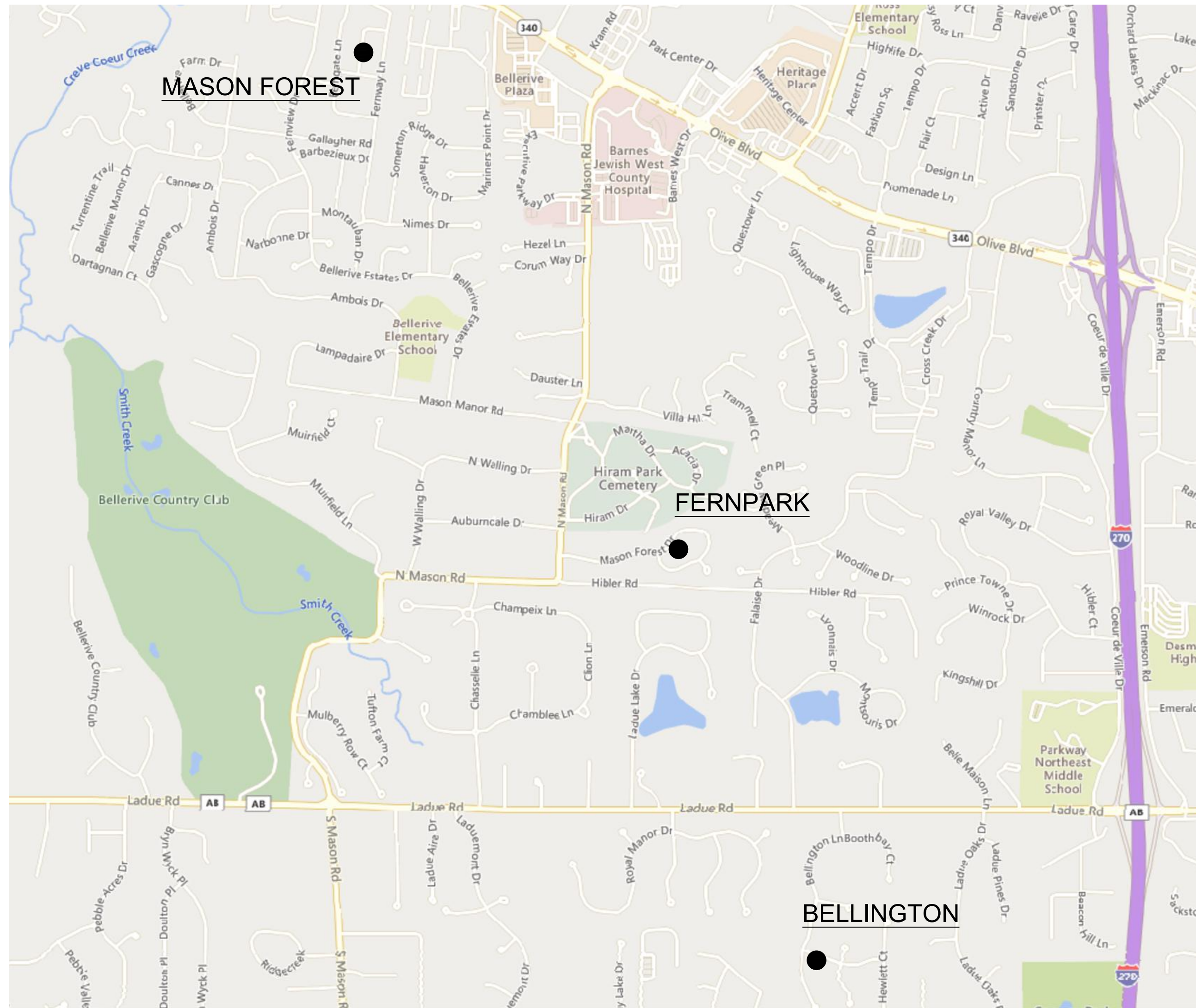


VICINITY MAP

SCALE: 1" = 1000'

PROJECT LOCATION

WATER MANAGEMENT PROGRAM STORM WATER IMPROVEMENTS CREVE COEUR, MISSOURI



NOTICE OF LIMITATION OF LIABILITY

THE RESPONSIBILITY OF THE UNDERSIGNED ENGINEER IS LIMITED TO THE DESIGN WORK SHOWN ON THE PROJECT DRAWINGS AND DOCUMENTS BEARING HIS/HER SIGNATURE OR INITIALS. HE/SHE DOES NOT HAVE AUTHORITY OVER THE PROJECT AS A WHOLE. THE UNDERSIGNED EXPRESSLY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY FOR ANY WORK DONE IN ANY SUBSEQUENT REVISIONS AND FOR ANY OTHER DOCUMENTS ASSOCIATED WITH THE PROJECT WHICH DO NOT BEAR HIS/HER SEAL, SIGNATURE OR INITIALS, OR ANY COMBINATION THEREOF.

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LEGEND

- E EXISTING 1/2" REBAR (UNLESS OTHERWISE NOTED)
- S SET 1/2" REBAR WITH CAP "TDG#2006-014470" (UNLESS NOTED OTHERWISE)
- IRON PIPE/REBAR (UNLESS NOTED OTHERWISE)
- PERMANENT MONUMENT (5/8" REBAR W/ALUM. CAP)
- STONE MONUMENT
- X_{DH} DRILL HOLE WITH CHISELED "X"
- △ R/W MARKER
- R/W RIGHT-OF-WAY
- ⊕ CENTERLINE
- IP IRON PIPE
- RE REBAR
- (M) MEASURED DISTANCE
- (REC.) RECORD MEASUREMENT
- CALC. CALCULATED POSITION/DISTANCE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- SURV. SURVEY REC. IN BOOK XXX...

- GRADING LIMIT
- FENCE
- UNDERGROUND TELEPHONE
- UNDERGROUND SEWER
- WATERLINE
- GAS LINE
- OVERHEAD ELECTRIC
- UNDERGROUND ELECTRIC
- FIBER OPTIC
- OVERHEAD CABLE TV
- EXIST. STORM SEWER
- OVERHEAD TELEPHONE
- FLOWLINE
- SPOT ELEVATION
- TOP OF CURB ELEV.
- TOP OF PAVEMENT ELEV.
- CONC. CONCRETE
- TYP. TYPICAL

- MH SANITARY MANHOLE
- SC SANITARY CLEAN OUT
- WM WATER METER
- WV WATER VALVE
- FH FIRE HYDRANT
- PP POWER POLE
- GW GUY WIRE ANCHOR
- LP LIGHT POLE
- GV GAS VALVE
- GM GAS METER
- EMH ELECTRIC MANHOLE
- ET ELECTRIC TRANSFORMER
- LS LANDSCAPING
- T/C TOP OF CURB
- T/P TOP OF PAVEMENT
- URD ROOF DRAIN
- CONCRETE
- ASPHALT
- WELL CAP
- TELEVISION PEDESTAL
- BOLLARD
- BENCHMARK
- CONIFEROUS TREE
- DECIDUOUS TREE
- TELEPHONE PEDESTAL

UTILITIES

- AT&T
- AMEREN
- MISSOURI AMERICAN WATER
- METROPOLITAN ST. LOUIS SEWER DISTRICT
- SPIRE
- COMMUNICATIONS
- ELECTRIC
- WATER
- SEWER
- GAS

INDEX OF SHEETS

- C-001 COVER SHEET
- C-002 GENERAL NOTES
- C-003 EXISTING CONDITIONS MASON FOREST
- C-004 PROPOSED PLAN MASON FOREST
- C-005 EXISTING CONDITIONS FERNPARK
- C-006 PROPOSED PLAN FERNPARK
- C-007 EXISTING CONDITIONS BELLINGTON
- C-008 PROPOSED PLAN BELLINGTON
- C-009 DETAILS



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www.mo.1call.com

SPECIAL NOTE TO CONTRACTORS

EXISTING UNDERGROUND AND ABOVE-GRADE FACILITIES, STRUCTURES, AND UTILITIES HAVE BEEN PLOTTED ON THESE CONTRACT DOCUMENTS BASED ON THE INFORMATION AND SURVEYS AVAILABLE AT THE TIME OF DRAWING PREPARATION. THE LOCATIONS OF THESE FEATURES MUST, THEREFORE, BE CONSIDERED APPROXIMATE ONLY. IN ADDITION, THERE MAY BE OTHER FACILITIES, STRUCTURES, AND UTILITIES WHICH DID NOT EXIST (OR THE EXISTENCE OF WHICH WAS NOT KNOWN) AT THE TIME OF DRAWING PREPARATION. IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR(S) TO CALL ALL EXISTING FACILITIES, STRUCTURES, AND UTILITIES LOCATED IN THE FIELD PRIOR TO ANY EXCAVATION OR CONSTRUCTION ACTIVITY; AND TO PROTECT ALL SUCH EXISTING FEATURES (EXCEPT THOSE SPECIFICALLY NOTED FOR REMOVAL OR DEMOLITION) DURING CONSTRUCTION.

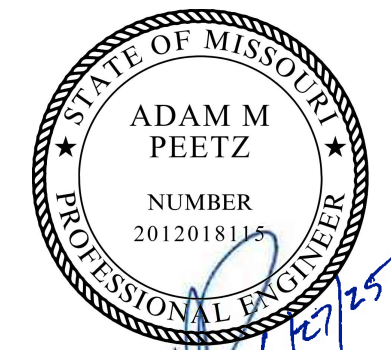
TREKK

DESIGN GROUP, LLC

17 CASSENS COURT
FENTON, MO 63026
Tel (314) 932-1226

MO St. Cert. of Authority: 2002010300

PROFESSIONAL ENGINEER



DEPARTMENT OF PUBLIC WORKS
STORM WATER IMPROVEMENTS

WATER MANAGEMENT PROGRAM
For the City of Creve Coeur, Missouri
Saint Louis County, 63141

REVISIONS:	DATE	MARK	DESCRIPTION

DIGITAL ID: 001_TL_24-0336.dwg
PROJ NO: 24-0336
SCALE: 1"=800'
DATE: 6/27/2025
DRAWN BY: RLK
CHECKED BY: AP

SHEET TITLE:

COVER SHEET

SHEET NO.

SHEET 1 OF 8

- EXISTING UTILITIES AND STRUCTURES (UNDERGROUND, SURFACE, OR OVERHEAD) ARE INDICATED ONLY TO THE EXTENT THAT SUCH INFORMATION WAS , OR MADE AVAILABLE TO, OR DISCOVERED BY THE ENGINEER IN PREPARING THE DRAWINGS. THE LOCATIONS, CONFIGURATIONS, AND ELEVATIONS OF SUBSURFACE FACILITIES AND UTILITIES ARE APPROXIMATE, AND NOT ALL UTILITIES AND FACILITIES MAY BE INDICATED. OVERHEAD UTILITIES ARE NOT INDICATED IN ARCHITECTURAL ELEVATIONS, PROFILE OR SECTION DRAWINGS. THE ENGINEERING INVESTIGATIONS, LOCATION, AND DESIGNATION OF SUBSURFACE UTILITIES INDICATED IN THESE CONTRACT DOCUMENTS HAS BEEN PERFORMED TO QUALITY LEVEL C IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRINCIPLES AND PRACTICES AS OUTLINED IN ASCE STANDARD AND GUIDELINE BULLETIN C/ASCE 38-02 UNLESS OTHERWISE DESIGNATED. WHERE SUCH ACTIVITIES HAVE BEEN TO A HIGHER LEVEL OF QUALITY, THE HIGHER QUALITY LEVEL FOR THE AFFECTED AREAS IS INDICATED IN THE CONTRACT DOCUMENTS.
- GAS, WATER, AND OTHER UNDERGROUND UTILITIES SHALL NOT CONFLICT WITH THE DEPTH OR HORIZONTAL LOCATION OF EXISTING OR PROPOSED STORM SEWERS, LINED SWALES, AND UNDERDRAINS, INCLUDING BUILDING LATERALS.
- "SCREENED" (LIGHT) DELINEATION INDICATED ON THE DRAWINGS DENOTES EXISTING FACILITIES. "SCREENED" INFORMATION WAS TAKEN FROM EXISTING CONSTRUCTION DRAWINGS AND DATA, IS FOR REFERENCE ONLY, AND SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO THE ORDERING OF MATERIALS AND BEGINNING OF CONSTRUCTION. "BOLD" DELINEATION IS NEW WORK TO BE CONSTRUCTED UNDER THIS CONTRACT.
- CALL MISSOURI ONE CALL SYSTEM, INC. AT 1-800-344.7483 BEFORE YOU DIG. CONTRACTOR SHALL VERIFY PRECISE LOCATIONS AND ELEVATIONS OF ALL UTILITIES AND STRUCTURES, WHETHER INDICATED ON THE DRAWINGS OR NOT IN THE FILED IN ADVANCE OF EXCAVATION, BY CONTACTING ALL UTILITIES AND OTHER AGENCIES, AND BY PROSPECTING. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL, DEMOLITION, RECONSTRUCTION, AND RECONNECTION OF EXISTING FACILITIES AS REQUIRED TO COMPLETE THE WORK. IF REQUIRED AFTER FIELD VERIFICATION, CONTRACTOR SHALL COORDINATE WITH THE ENGINEER TO DETERMINE ANY NECESSARY MODIFICATIONS TO PROPOSED NEW WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL PROPERTY CORNER MARKERS. PROPERTY CORNER MARKERS DAMAGED BY CONSTRUCTION ACTIVITIES SHALL BE REESTABLISHED BY A PROFESSIONAL SURVEYOR LICENSED IN THE STATE OF MISSOURI.
- CONTRACTOR SHALL INSTALL ALL MASONRY, PAVING, WALKWAYS, AND CURB AND GUTTER AT UNIFORM GRADE BETWEEN ELEVATIONS DEPICTED ON THE THE DRAWINGS.
- FOR ALL SITE GRADING, SMOOTH PARABOLIC TRANSITIONS SHALL BE MADE BETWEEN CHANGES IN SLOPE. PARABOLIC ROUNDING SHALL APPLY TO ALL CUT AND FILL SECTIONS.
- THE CONTRACTOR'S OPERATIONS SHALL CONFORM TO THE RULES AND REGULATIONS OF MISSOURI CONSTRUCTION SAFETY ORDERS PERTAINING TO EXCAVATION AND TRENCHING.
- EXISTING UTILITIES AS SHOWN ARE APPROXIMATE LOCATIONS ONLY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO THE START OF CONSTRUCTION WORK. ANY DAMAGE TO EXISTING STRUCTURES, UTILITIES, FENCE, AND/OR INCIDENTAL NOT DESIGNATED FOR REMOVAL SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- THE PROTECTION, TEMPORARY SUPPORT, ADJUSTMENT, OR RELOCATION OF UTILITIES OR STRUCTURE (UNDERGROUND, SURFACE, OR OVERHEAD) REQUIRED FOR THE PROJECT SHALL BE COORDINATED, BY THE CONTRACTOR, WITH EACH UTILITY OWNER BEFORE COMMENCING CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEARING AND GRUBBING WITHIN THE LIMITS AND AS REQUIRED TO PERFORM THE WORK.
- THE LIMITS OF DISTURBANCE SHOWN ARE APPROXIMATE. THE CONTRACTOR SHOULD TAKE CARE TO MINIMIZE SOILS DISTURBANCE AS MUCH AS POSSIBLE.
- THE ENGINEER SHALL BE NOTIFIED AT LEAST 48 HOURS PRIOR TO START OF CONSTRUCTION FOR COORDINATION AND INSPECTION.
- ALL EXISTING CONDITIONS AND ASSOCIATED DIMENSIONS ARE TO BE VERIFIED AND SURVEYED IN THE FIELD. IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES OR CONFLICTS BETWEEN EXISTING CONDITIONS AND THE DESIGN AND DETAILS INDICATED BY THESE DRAWINGS.
- DETAILS NOT SPECIFICALLY INDICATED SHALL BE SIMILAR TO DETAILS SHOWN FOR SIMILAR CONDITIONS
- ALL EXISTING SITE IMPROVEMENTS AND FACILITIES DISTURBED, DAMAGED, OR DESTROYED SHALL BE REPAIRED OR REPLACED TO CLOSELY MATCH PRE-CONSTRUCTION CONDITIONS AS APPROVED BY ENGINEER.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DEBRIS AND EXCAVATED MATERIALS BEING PROPERLY DISPOSED OF OFF-SITE.
- DO NOT DISTURB ANY UTILITIES UNLESS OTHERWISE NOTED
- IF REMOVING PAVEMENT, SIDEWALKS, AND OTHER SIMILAR IMPROVEMENTS AND WHERE A PORTION OF SUCH IMPROVEMENTS ARE TO BE LEFT IN PLACE, THEY SHALL BE REMOVED AT AN EXISTING JOINT OR SAW CUT AT LIMITS OF REMOVAL.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS REQUIRED ON THE PROJECT.
- ALL EXCAVATED OR OTHERWISE DISTURBED AREAS SHALL BE RETURNED TO THE THEIR ORIGINAL CONDITIONS AS NEARLY AS IS PRACTICAL. THE REPLACEMENT MATERIALS SHALL BE COMPACTED SO AS TO PREVENT SETTLEMENT. ANY PARKING OR DRIVING SURFACE, SIDEWALK OR ESTABLISHED LAWN AREAS SHALL BE REPLACED IN KIND OR SHOWN HEREIN.
- CARE SHALL BE EXERCISED IN COMPACTION OF BACKFILL MATERIALS OVER THE TOP OF STRUCTURES OR PIPES IN ORDER TO PREVENT DAMAGE TO PIPES, JOINTS, SEALS, STRUCTURES, AND/OR WATERPROOFING MEMBRANES.
- TEMPORARY CONSTRUCTION EASEMENT: THE CONTRACTOR SHALL STAY WITHIN THE TEMPORARY CONSTRUCTION EASEMENT AS SHOWN ON THE PLANS AND MINIMIZE DISTURBANCE WITHIN THE WORK AREA WHENEVER POSSIBLE.
- ROOF AND YARD DRAIN LINES THAT CROSS PROPOSED SWALE SHALL BE TERMINATED BEFORE THE CROSSING AND MODIFIED TO DRAIN INTO SWALE.

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH ALL CURRENT CITY, STATE AND/OR FEDERAL STANDARD PLANS, GUIDELINES AND SPECIFICATIONS AS APPLICABLE.
2. LOCATION OF EXISTING STRUCTURES AND UTILITIES LINES ARE APPROXIMATE. FIELD VERIFICATION OF DEPICTED ITEMS SHALL BE CONFIRMED BY THE CONTRACTOR.
3. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES FOR FIELD VERIFICATION OF ALL UTILITY LOCATIONS AND DISCONNECTION OF UTILITIES TO PROJECT SITE PRIOR TO ANY WORK. THE CONTRACTOR SHALL CONTACT THE DIGSAFE/DIGRITE UTILITY INFORMATION SERVICE. THE CONTRACTOR SHALL COORDINATE AND ALLOW ACCESS FOR UTILITY COMPANIES TO PERFORM ANY DISCONNECTION OR RELOCATION ACTIVITIES.
4. ALL UTILITIES SERVING STRUCTURES IMMEDIATELY SURROUNDING THE DEMOLITION AREA SHALL REMAIN IN SERVICE THROUGHOUT DEMOLITION. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PREVENT ANY DAMAGE TO SUCH UTILITIES OR STRUCTURES (VALVE BOXES, METER COVERS, MANHOLE LIDS ETC.) DURING DEMOLITION. THE CONTRACTOR SHALL AT HIS OWN EXPENSE, REPAIR OR REPLACE ANY DAMAGE TO PUBLIC UTILITY SERVICES CAUSED BY CONTRACTOR ACTIVITIES.
5. THE CONTRACTOR SHALL BE RESPONSIBLE TO ESTABLISH, INSTALL AND MAINTAIN ALL APPURTENANCES TO PREVENT SILT WASHOUT UNTIL COMPLETION AND FINAL ACCEPTANCE OF THE CONTRACT. ADDITIONALLY, THE CONTRACTOR SHALL INSTALL EROSION CONTROL AROUND ALL STORM INLETS, AREA INLETS AND CULVERT INLETS TO PREVENT SILTATION INTO THE SEWERS. (THE CONTRACTOR MAY BE REQUIRED TO INSTALL ADDITIONAL SILT FENCE EROSION CONTROL AS DIRECTED BY THE DESIGN PROFESSIONAL).
6. THE CONTRACTOR SHALL TAKE PRECAUTIONS TO NOT DAMAGE ANY EXISTING PUBLIC INFRASTRUCTURE, INCLUDING SIGNING, SIDEWALKS, STREET LIGHTING, EXIST PUBLIC UTILITIES, STREET OR PARKING LOT PAVEMENT, CONCRETE OR ASPHALT CURBING, ANY ITEMS REMOVED AND STORED SHALL BE COORDINATED AND APPROVED BY CITY STAFF. THE CONTRACTOR SHALL AT HIS OWN EXPENSE, REMOVE, STORE, REPAIR OR REPLACE ANY DAMAGED PORTIONS OF THE PUBLIC INFRASTRUCTURE CAUSED BY DEMOLITION ACTIVITIES AND/OR HAULING ACTIVITIES.
7. THE CONTRACTOR SHALL OBTAIN THE NECESSARY GRADING, EXCAVATION, STREET AND SIDEWALK CLOSURE PERMITS AS REQUIRED BY THE CITY OF CREVE COEUR, MISSOURI.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAUL-OFF AND DISPOSAL OF ALL ITEMS TO BE REMOVED. THE CONTRACTOR SHALL NOT USE ANY REMOVED PAVEMENT OR CURB AS BACKFILL.
9. THE CONTRACTOR SHALL BE RESPONSIBLE TO KEEP STREETS, PARKING LOT, & ENTRANCE FREE OF ALL MUD AND DEBRIS CREATE BY THE DEMOLITION WORK AND/OR HAULING TRUCKS.
10. IF THE CONTRACTOR ENCOUNTERS UNSUITABLE OR HAZARDOUS MATERIAL AT ANY TIME, THE CONTRACTOR SHALL STOP WORK AND IMMEDIATELY NOTIFY THE ENGINEER.
11. THE CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE DURING DEMOLITION AND IS RESPONSIBLE FOR ALL DEWATERING NECESSARY FOR CONSTRUCTION.
12. CARE SHALL BE EXERCISED TO PRESERVE AND/OR PROTECT EXISTING VEGETATION OUTSIDE OF AREAS TO BE GRADED. ANY OF THESE AREAS DAMAGED BY THE GENERAL CONTRACTOR AND/OR HIS ASSIGNEES SHALL BE THE SOLE RESPONSIBILITY OF THE GENERAL CONTRACTOR.
13. ALL WASTE EXCAVATION, CONSTRUCTION MATERIALS, DEMOLISHED STRUCTURES AND DEBRIS SHALL BE REMOVED FROM THE SITE AS SPECIFIED AND PER GOVERNING STANDARDS AND SPECIFICATIONS.
14. THE CONTRACTOR IS RESPONSIBLE FOR ALL BARRICADES REQUIRED FOR SAFETY IN AND AROUND THE CONSTRUCTION SITE. CONTINUOUS MAINTENANCE OF THE TRAFFIC CONTROL DEVICES DURING THE TERM OF THIS PROJECT IS THE CONTRACTORS RESPONSIBILITY. VEHICULAR & PEDESTRIAN TRAFFIC CONTROL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND IN ACCORDANCE WITH MUTCD AND CITY OF CREVE COEUR, MISSOURI.
15. THE CONTRACTOR SHALL VERIFY ALL DEMOLITION DIMENSIONS SHOWN PRIOR TO COMMENCING DEMOLITION.
16. LANDSCAPING BLOCK THAT IS REMOVED AT BELLINGTON MAY BE REUSED IF FOUND IN GOOD CONDITION.
17. DRAIN LINES THAT INTERSECT SWALE SHALL BE EXPOSED AND REROUTED TO DRAIN INTO SWALE. EXCESS MATERIAL SHALL BE REMOVED AND DISPOSED OF.
18. CONTRACTOR TO AVOID IMPACTING TREES EXCEPT WHERE NOTED. IF ROOTS MUST BE CUT FOR PLACEMENT OF SWALE THEY SHALL BE CUT ACCORDING TO THE PROJECT SPECIFICATIONS.

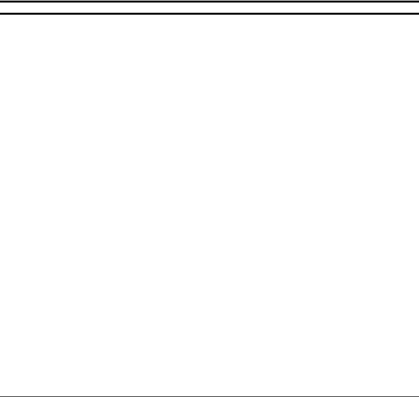
CONSTRUCTION MATERIAL SELECTION FOR "BRICKS":

1. 252 BELLINGTON: GLEN-GERY RIVERFRONT PEWTER PAVER (4"x8")
 2. 270 BELLINGTON: GLEN-GERY RIVERFRONT PEWTER PAVER (4"x8")
 3. MASON FOREST: BELCREST 650 PAVER (3 5/8" X 7 5/8")
 4. FERN PARK: HOLLAND STONE MOUNTAIN BLEND (4"x8")
- MORTAR AND JOINTS**
1. 3/8" WIDE FLUSH JOINTS
 2. TYPE S MORTAR
 3. BRICKS TO BE INSTALLED IN A RUNNING BOND PATTERN

1. CONTRACTOR SHALL COMPLY WITH THE GOVERNING AGENCY CONSTRUCTION REQUIREMENTS AND NPDES REQUIREMENTS, AND SHALL PROVIDE APPROPRIATE MITIGATION MEASURES FOR PROTECTION AND RESTORATION AT ALL LOCATIONS AS REQUIRED BY THEIR OPERATIONS AND AS REQUIRED BY ENGINEER. SPECIAL CONSTRUCTION REQUIREMENTS, TEMPORARY PROTECTIVE FENCING OR BARRICADES, SHEETING, SHORING, EROSION PROTECTION AND SURFACE RESTORATION AT CERTAIN LOCATIONS ARE INDICATED ON THE DRAWINGS TO BRING CONTRACTOR'S ATTENTION TO SENSITIVE AREAS.
2. ANY STOCK PILES SHALL HAVE SILT FENCE AROUND THE PERIMETER.
3. THE LIMITS OF DISTURBANCE SHOWN ARE APPROXIMATE. THE CONTRACTOR SHOULD TAKE CARE TO MINIMIZE SOIL DISTURBANCE AS MUCH AS POSSIBLE.
4. THE CONTRACTOR SHALL PLACE SOD ON ALL DISTURBED AREAS AS CONSTRUCTION IS COMPLETED.
5. NO SLOPES SHALL BE GRADED STEEPER THAN 3:1 (HORIZONTAL:VERTICAL) UNLESS OTHERWISE INDICATED
6. ALL FILL, INCLUDING AREAS UNDER PROPOSED STORMWATER IMPROVEMENTS SHALL BE COMPACTED TO 90% OF MAXIMUM DRY DENSITYTHE COMPACTED FILL MATERIAL SHALL BE FREE OF RUTTING AND SHALL BE NON-YIELDING AND NON-PUMPING DURING COMPACTION.
7. THE CONTRACTOR SHALL PREVENT ALL SEDIMENT, STONE, MUD, AND CONSTRUCTION DEBRIS FROM ENTERING THE EXISTING AND NEW STORM SEWER SYSTEM.
8. ELEVATIONS AND CONTOURS SHOWN ARE TO TOP OF THE FINISHED GROUND OR PAVED SURFACE, UNLESS NOTED OTHERWISE AND SHOULD MEET ALL EXISTING SURFACES.

1. CONTRACTOR TO COORDINATE PLANTING SCHEDULE WITH LOCAL PLANT NURSERY TO ENSURE SUCCESSFUL GROWTH AND SURVIVAL OF THE PLANTS.
2. CONTRACTOR TO CONSULT LOCAL PLANT NURSERY FOR PROPER PLANTING METHODS AND SOIL PREPARATION.
3. CONTRACTOR TO GRADE LANDSCAPED AREAS TO PROVIDE POSITIVE DRAINAGE TO COLLECTION LOCATIONS. PLANTS SHALL BE PLANTED IN SUCH A WAY TO KEEP PONDING TO A MINIMUM.
4. ADDITION OF BIRD HOUSES, ANIMAL SHELTERS, AND / OR INSECT SHELTERS MAY BE INSTALLED AT THE DISCRETION OF THE OWNER.
5. CONTRACTOR SHALL PROTECT AND MAINTAIN ALL EXISTING TREES, SHRUBS, AND PLANTS, OUTSIDE OF THE LIMITS OF DISTURBANCE, UNLESS OTHERWISE NOTED.
6. ANY TREES OR SHRUBS REMOVED DURING CONSTRUCTION WILL BE REPLACED WITH PLANTING THAT MATCHES IN COUNT, TYPE, QUALITY, AND CALIPER.
7. WHERE TURFED OR GRASSY AREAS ARE DISTURBED, THEY SHALL BE RESTORED AND REPLACED WITH EQUAL QUALITY TURF/GRASS. SELECTION SHALL MATCH REMAINING SURROUNDING AREA.
8. WHERE A MULCHED AREA IS DISTURBED, THEY SHALL BE RESTORED AND COVERED WITH SIMILAR MULCH, MATCHING ORIGINAL IN TYPE, COLOR, AND QUALITY.
9. WHEN EXCAVATING NEAR TREES, CARE WILL BE TAKEN TO MINIMIZE DAMAGE TO ROOTS.
10. CONTRACTORS WILL MINIMIZE ANY EQUIPMENT PARKING ON TURF AREAS. IN THE EVENT THIS IS UNAVOIDABLE AND RESULTS IN RUTTING OF THE TURF AND SOIL, RESTORATION WILL NOT BE CONSIDERED COMPLETE UNTIL ANY RUTS HAVE BEEN LEVELED OUT AND GRASS SEED IS ADEQUATELY ESTABLISHED. CONTRACTORS WILL PLANT GRASS SEED TO MATCH THAT EXISTING AT THE SITE; FESCUE WITH FESCUE, BERMUDA WITH BERMUDA, ETC.. (NO MORE THAN 10% ANNUAL RYE ALLOWED IN ANY CASE). SEED PLACED AFTER JUNE 15TH CANNOT BE EXPECTED TO SHOW A SUBSTANTIAL RE-GROWTH AND MUST BE RE-SEED IN THE FALL.

ACRE	AC
ADJUST TO GRADE	(ATG)
ADJUST TO GRADE BY OTHERS	(ATGBO)
ARBORIST TREE PROTECTION	(ATP)
AHEAD	AJ
AREA INLET	AI
ASPHALT	ASPH
BACK	BK
BENCHMARK	BM
BOTTOM OF CURB	BC
BOTTOM OF WALL	BW
CONCRETE	CONC
CORRUGATED METAL PIPE	CMP
CURB INLET	CI
CURB & GUTTER	C&G
DIAMETER	DIA
DO NOT DISTURB	(DND)
DOUBLE CURB INLET	DCI
DOUBLE SOLID YELLOW PAINT	DY
DRIVEWAY	DRV
EACH	EA
EDGE OF PAVEMENT	EOP
ELEVATION	ELEV
EXISTING	EX, EXIST
FLARED END SECTION	FES
FLAT BOTTOM DITCH	FBD
FLOW LINE	FL
GUTTER	G
GAS METER	G.M.
GAS VALVE	G.V.
GRATE INLET	GI
INTERMITTENT WHITE PAINT	IW
INTERMITTENT YELLOW PAINT	IY
INVERT	IN
IRON PIN OR PIPE	IP
LEFT	L OR LT
LANDSCAPE	LS
LIGHT POLE	LP
MAILBOX	MB
MANHOLE	MH
MATCH EXISTING	ME
MAXIMUM	MAX
MINIMUM	MIN
NOT TO SCALE	NTS
PAGE	PG
PLAT BOOK	PB
PORTLAND CEMENT CONCRETE	P.C.C.
POWER POLE	PP
POLYVINYL CHLORIDE	PVC
POLYPROPYLENE	PL
RADIUS	R
REINFORCED CONCRETE PIPE	RCP
REMOVE	(R)
REMOVE AND REPLACE	(R&R)
RIGHT	R OR RT
RIGHT-OF-WAY	ROW OR RW
SHOULDER	SHLD
STATION	STA
SOLID WHITE PAINT	SW
SOLID YELLOW PAINT	SY
STOP BAR	SB
TELEPHONE BOX	TB
TELEPHONE PEDESTAL	TEL PED
TOP OF CURB	TC
TELEPHONE	TELE
TOP OF WALL	TW
TO BE ABANDONED	(TBA)
TO BE ABANDONED AND FILLED	(TBA&F)
TO BE REMOVED BY OTHERS	(TBRBO)
TO BE REMOVED AND REPLACE	(TBR&REP)
TYPICAL	TYP
VITRIFIED CLAY PIPE	VCP
USE IN PLACE	(UIP)
WATER METER	W.M.
WATER VALVE	W.V.



WATER MANAGEMENT PROGRAM
For the City of Creve Coeur, Missouri
Saint Louis County, 63141

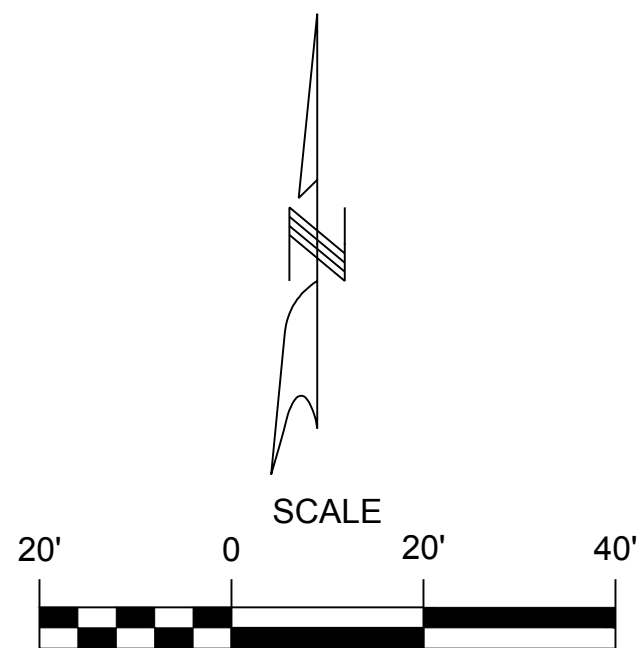
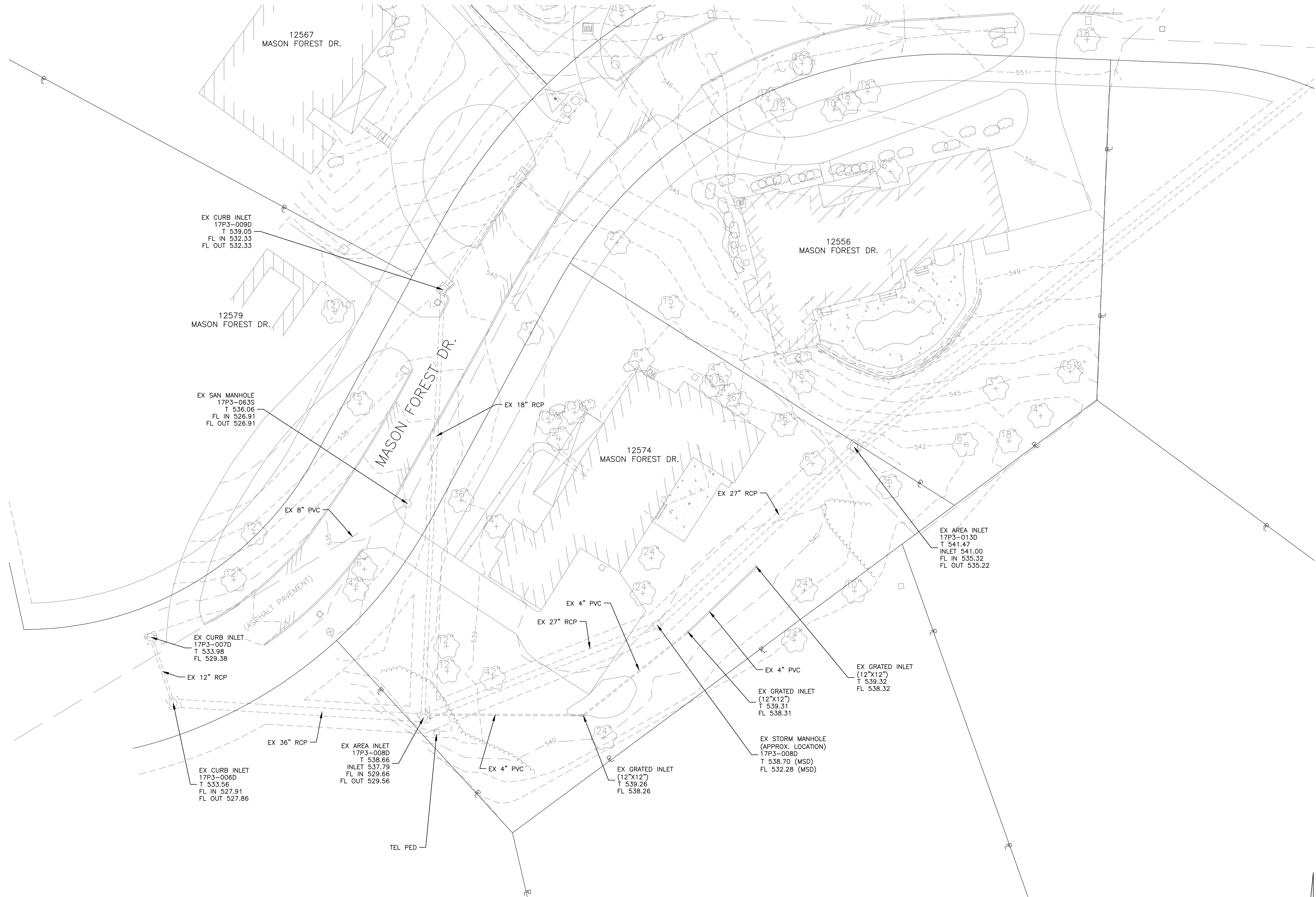
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SHEET NO.

SHEET 2 OF 8

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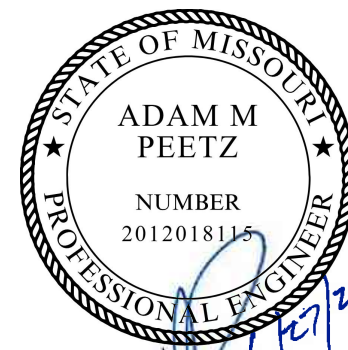
TREKK

DESIGN GROUP, LLC

17 CASSENS COURT
FENTON, MO 63026
Tel (314) 932-1226

MO St. Cert. of Authority: 2002010300

PROFESSIONAL ENGINEER



DEPARTMENT OF PUBLIC WORKS
STORM WATER IMPROVEMENTS

WATER MANAGEMENT PROGRAM
For the City of Creve Coeur, Missouri
Saint Louis County, 63141

REVISIONS:		DATE	DESCRIPTION

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CHECKED BY: AP

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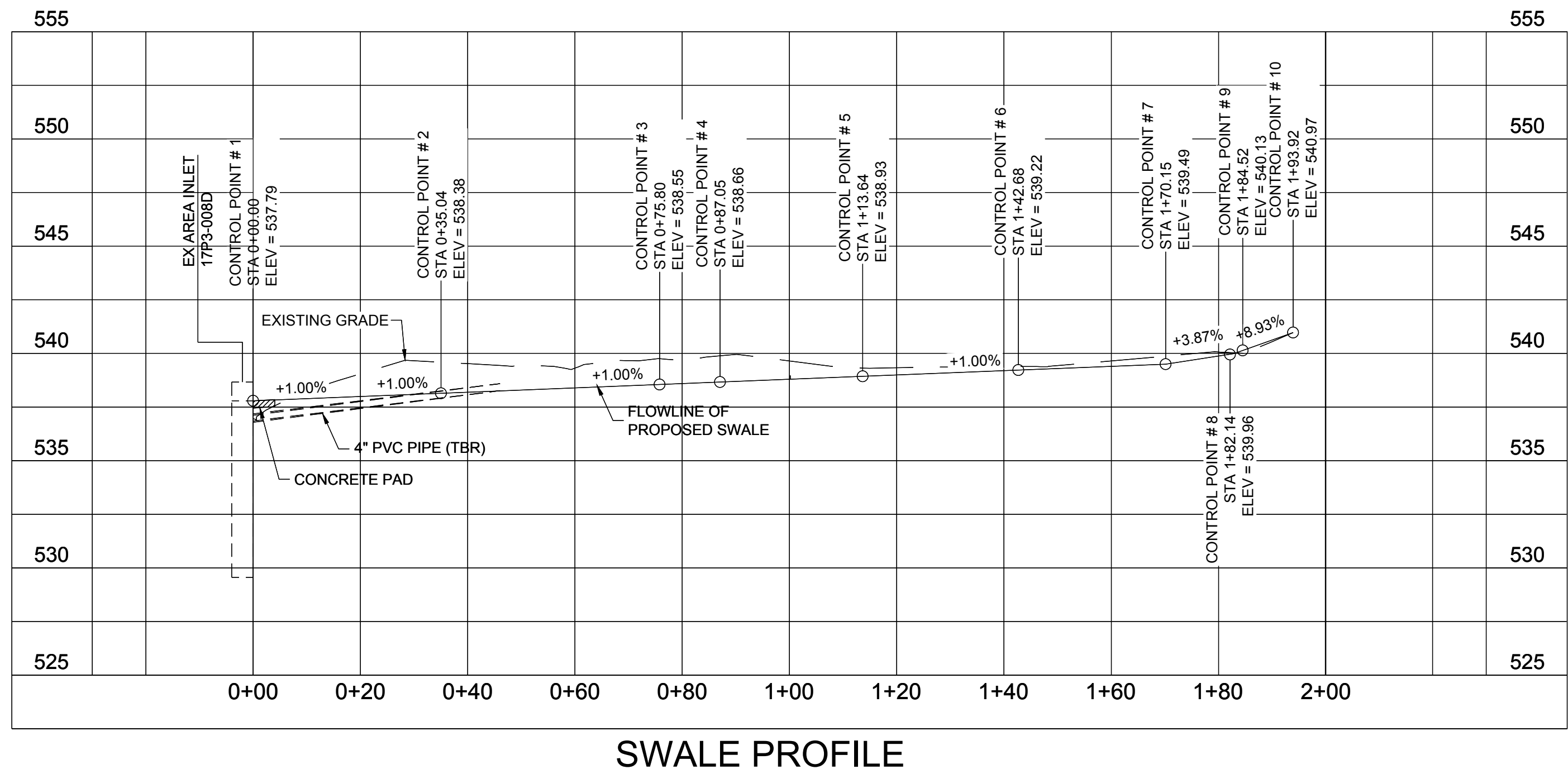
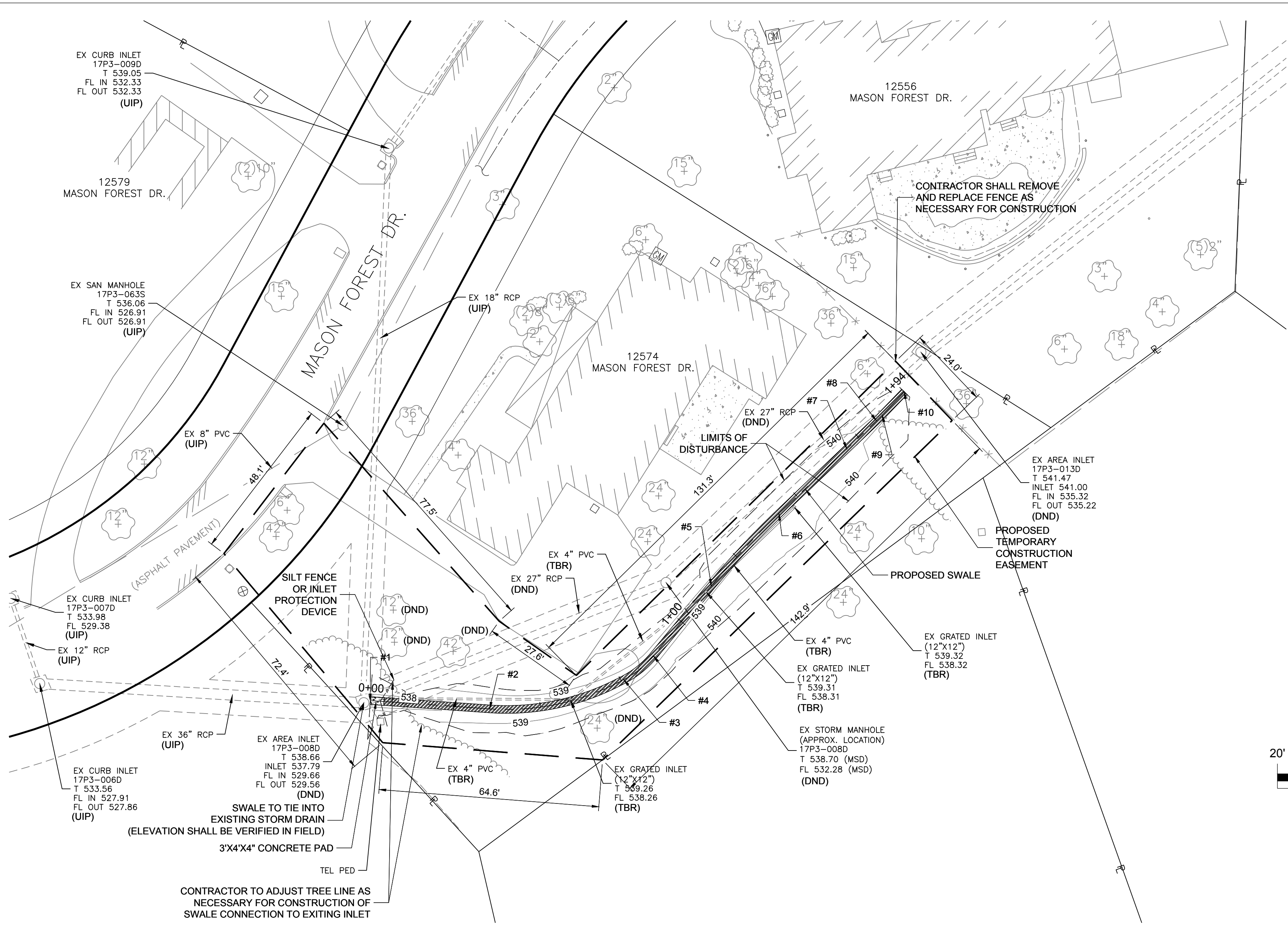
**EXISTING
CONDITIONS
MASON FOREST**

SHEET NO.

SHEET 2 OF 8

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POINT TABLE				
CONTROL POINT #	ELEVATION	NORTHING	EASTING	DESCRIPTION
1	537.790	1030407.12	829753.86	SWALE $\pm$ 0+00.00
2	538.380	1030404.68	829788.82	SWALE $\pm$ 0+35.05
3	538.550	1030413.25	829828.11	SWALE $\pm$ 0+75.80
4	538.660	1030420.24	829836.81	SWALE $\pm$ 0+87.04
5	539.930	1030440.71	829853.79	SWALE $\pm$ 1+13.64
6	539.220	1030461.92	829873.60	SWALE $\pm$ 1+42.68
7	539.490	1030480.87	829893.49	SWALE $\pm$ 1+70.15
8	539.960	1030489.14	829902.18	SWALE $\pm$ 1+82.14
9	540.130	1030490.82	829903.86	SWALE $\pm$ 1+84.52
10	540.970	1030497.60	829910.37	SWALE $\pm$ 1+93.92

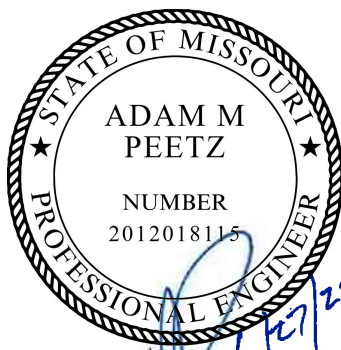


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Tel (314) 932-1226

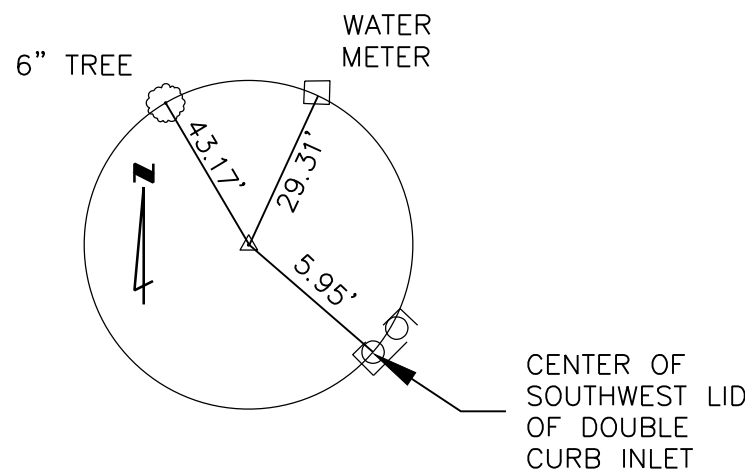
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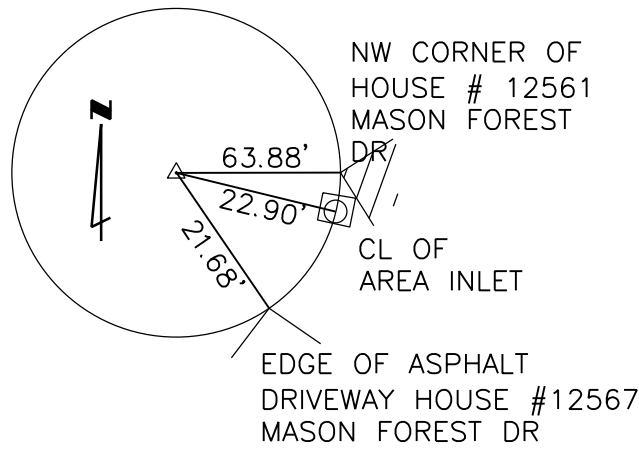


DEPARTMENT OF PUBLIC WORKS
STORM WATER IMPROVEMENTS

WATER MANAGEMENT PROGRAM
For the City of Creve Coeur, Missouri
Saint Louis County, 63141



REFERENCE TIE
CONTROL POINT 6
5/8" REBAR W/ CAP
N - 1030641.39
E - 829801.99
Z - 543.84



REFERENCE TIE
CONTROL POINT 7
5/8" REBAR W/ CAP
N - 103750.41
E - 829683.112
Z - 549.71

B.M. NO. 13359 (2017 MSD INDEX)
STANDARD DNR ALUMINUM DISK STAMPED SL-158
IN GRASSY AREA BEHIND SIDEWALK AT NORTHEAST
CORNER OF LADUE ROAD AND GRAESER ROAD.

ELEVATION 580.74 (NAVD88 DATUM)

REVISIONS:

MARK	DATE	DESCRIPTION

SHEET TITLE:

MASON FOREST
SWALE

SHEET NO.

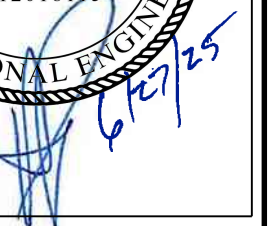
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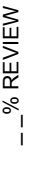


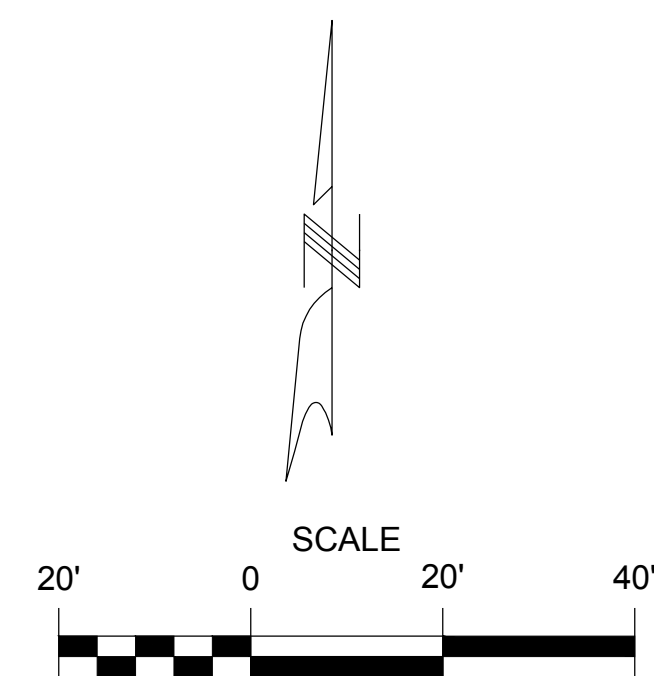
WATER MANAGEMENT PROGRAM
For the City of Creve Coeur, Missouri
Saint Louis County, 63141

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SHEET 4 OF 8





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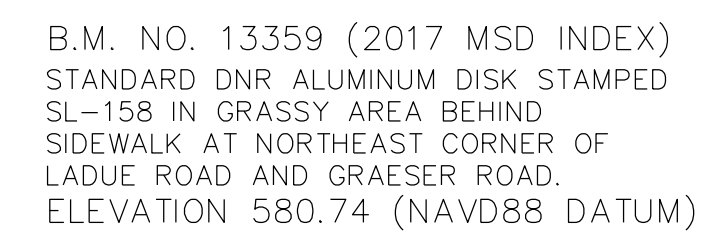
DESIGN GROUP, LLC

22125 WILSON AVENUE SUITE 200 WEST
FARM HILLS, MINNESOTA 55126
SEATTLE, WASHINGTON 98147
Tel (818) 890-8655

MO St. Paul and South Design 0000 10300
Competition License No: 62988

DEPARTMENT OF PUBLIC WORKS
STORM WATER IMPROVEMENTS

WATER MANAGEMENT PROGRAM
For the City of Creve Coeur, Missouri
Saint Louis County, 63141



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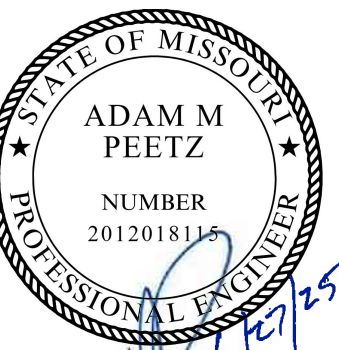
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FERNPARK SWALE
SHEET NO.
SHEET 5 OF 8



**17 CASSENS COURT
FENTON, MO 63026
Tel (314) 932-1226**

MO St. Cert. of Authority: 2002010300

PROFESSIONAL ENGINEER

DEPARTMENT OF PUBLIC WORKS
STORM WATER IMPROVEMENTS

WATER MANAGEMENT PROGRAM
For the City of Creve Coeur, Missouri

Saint Louis County, 63141

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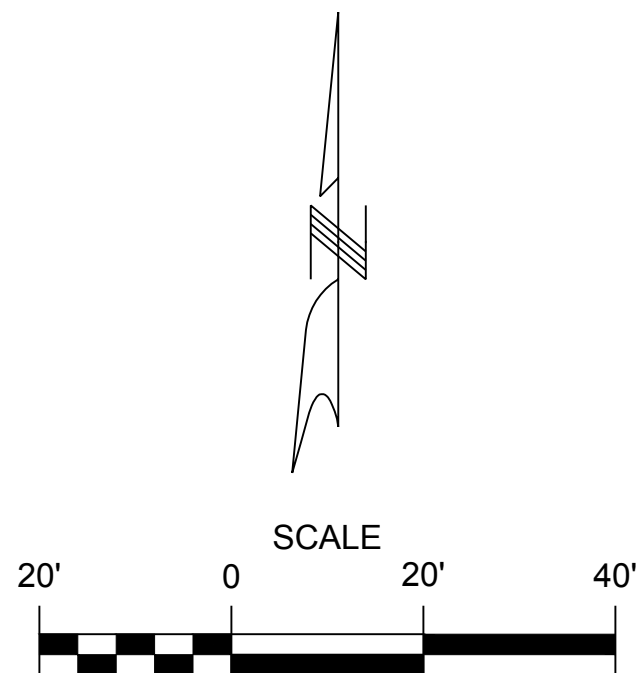
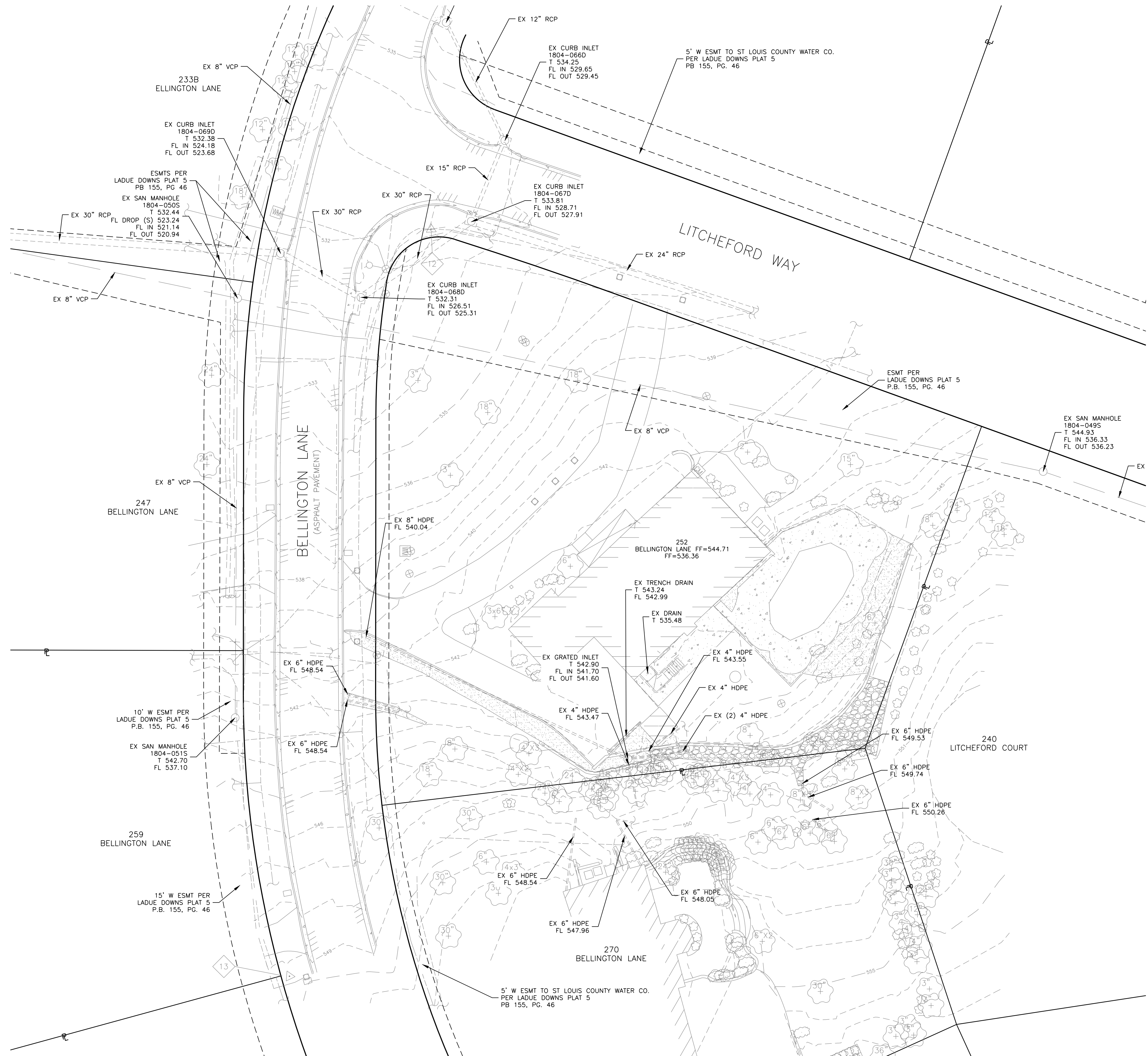
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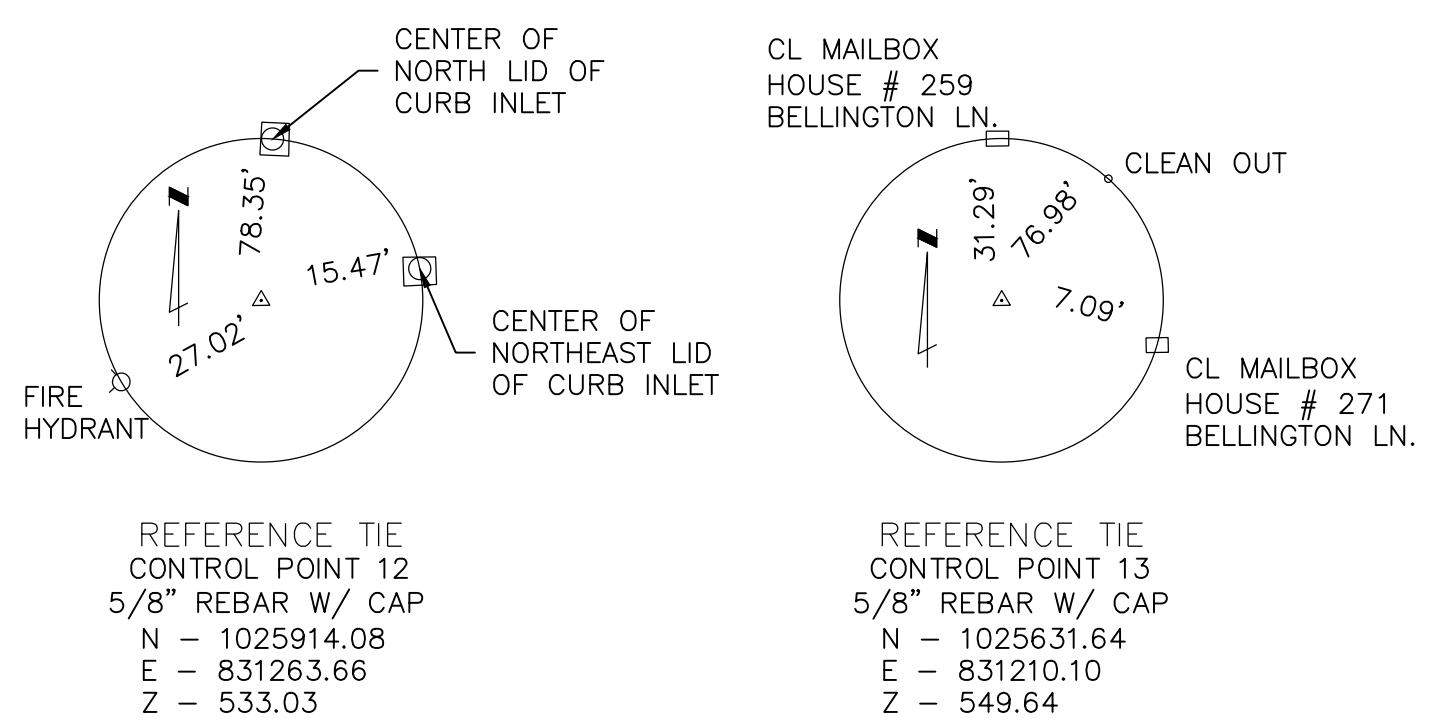
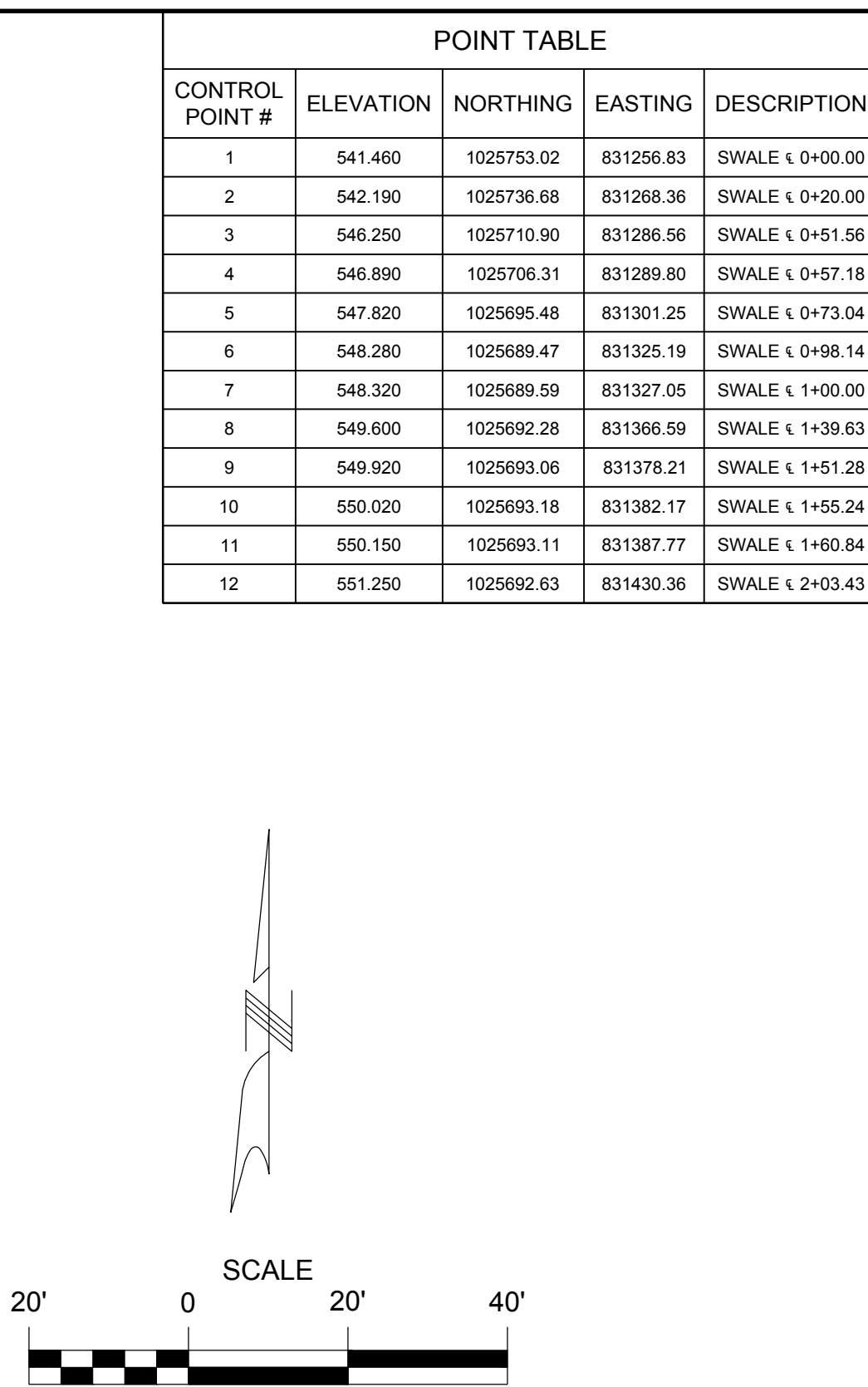
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EXISTING
CONDITIONS
BELLINGTON LN.

SHEET NO. _____

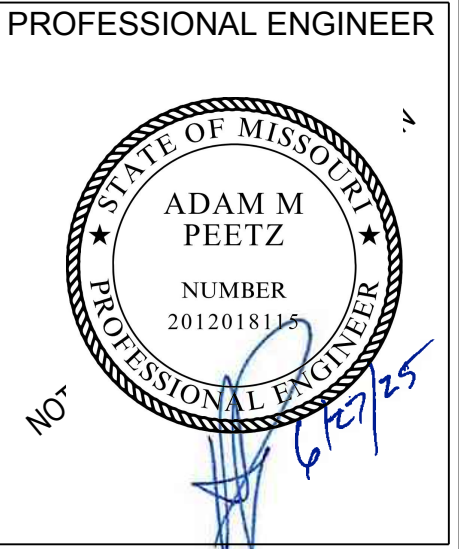
SHEET **6** OF **8**





SWALE PROFILE

CONTROL POINT #	ELEVATION	NORTHING	EASTING	DESCRIPTION
1	541.460	1025753.02	831256.83	SWALE $\leq 0+00.00$
2	542.190	1025736.68	831268.36	SWALE $\leq 0+20.00$
3	546.250	1025710.90	831286.56	SWALE $\leq 0+51.56$
4	546.890	1025706.31	831289.80	SWALE $\leq 0+57.18$
5	547.820	1025695.48	831301.25	SWALE $\leq 0+73.04$
6	548.280	1025689.47	831325.19	SWALE $\leq 0+98.14$
7	548.320	1025689.59	831327.05	SWALE $\leq 1+00.00$
8	549.600	1025692.28	831367.59	SWALE $\leq 1+39.63$
9	549.920	1025693.06	831378.21	SWALE $\leq 1+51.28$
10	550.020	1025693.18	831382.17	SWALE $\leq 1+55.24$
11	550.150	1025693.11	831387.77	SWALE $\leq 1+60.84$
12	551.250	1025692.63	831430.36	SWALE $\leq 2+03.43$



HYDRAULIC ANALYSIS

252 BELLINGTON LN.
FOR THE CITY OF CREVECOEUR
COEUR, MO, 63141

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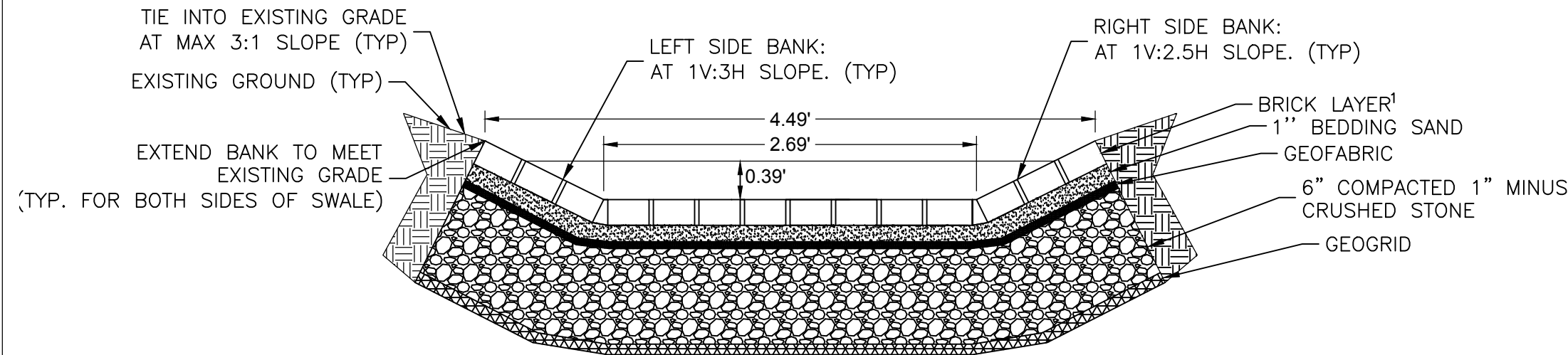
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DRAWN BY: RK
CHECKED BY: AP

SHEET TITLE:
BELLINGTON SWALE

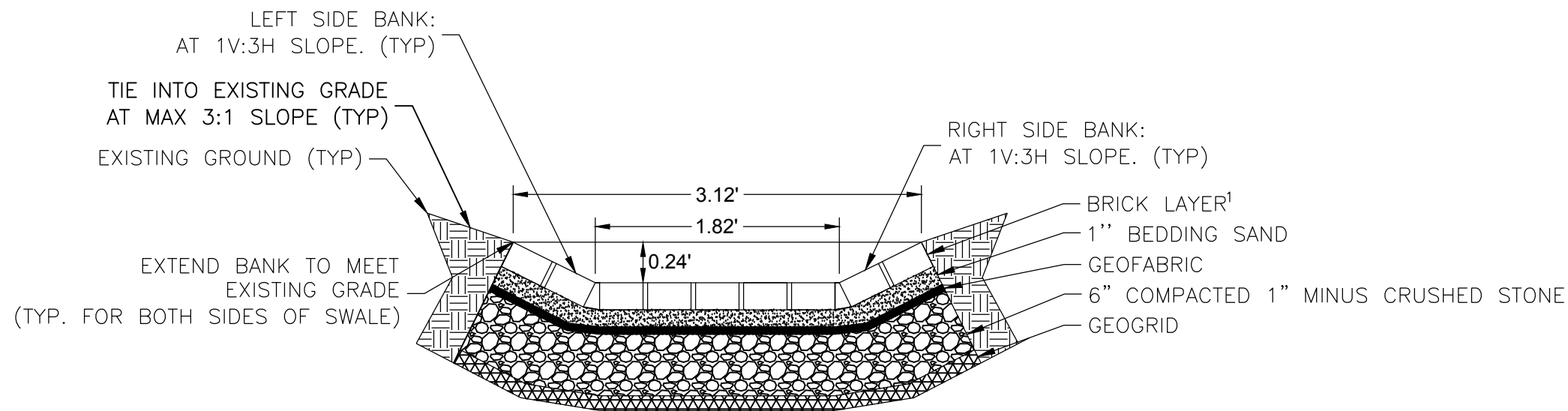
SHEET NO.

SHEET 7 OF 7

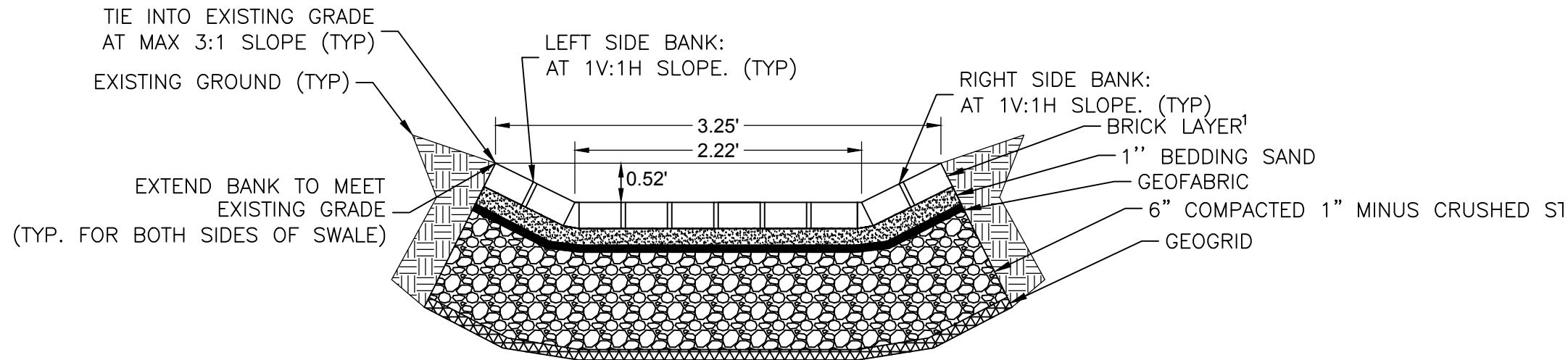
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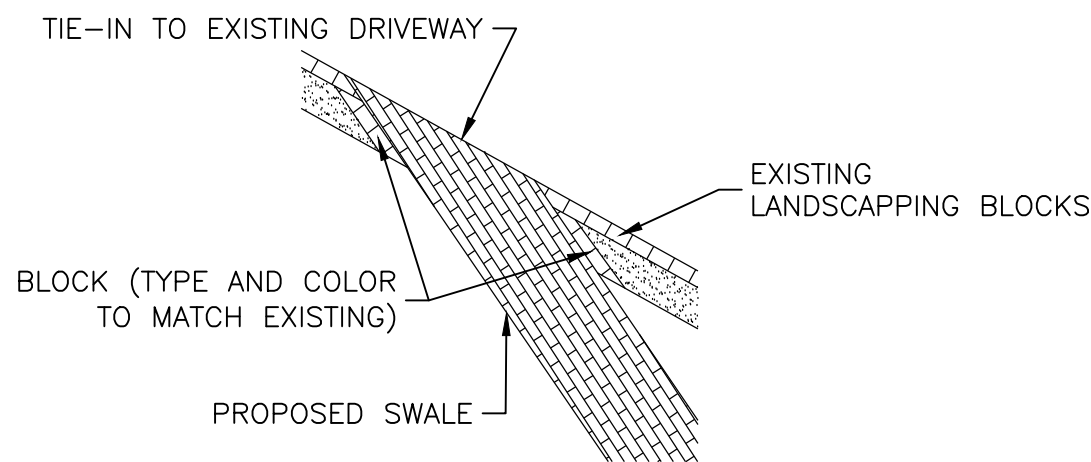
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TYPICAL SWALE SECTION
NOT TO SCALE



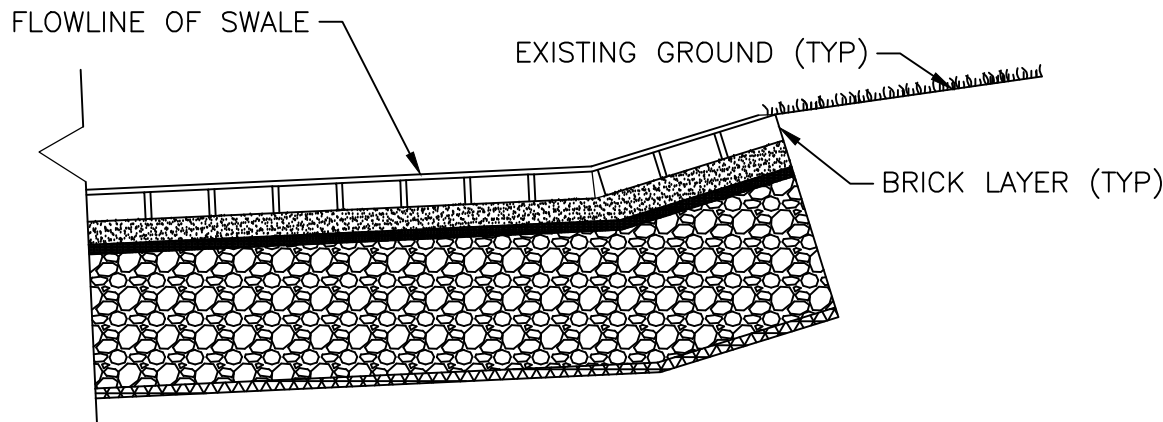
FERNPARK
TYPICAL SWALE SECTION
NOT TO SCALE



BELLINGTON
TYPICAL SWALE SECTION
NOT TO SCALE



BELLINGTON
DRIVEWAY SWALE TIE-IN



TYPICAL TIE INTO EXISTING GROUND
NOT TO SCALE

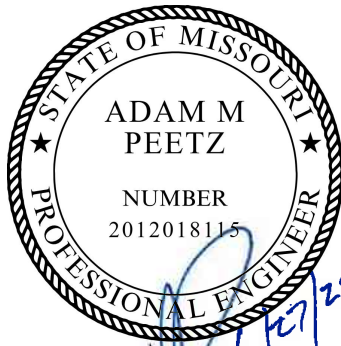
TREKK

DESIGN GROUP, LLC

17 CASSENS COURT
FENTON, MO 63026
Tel (314) 932-1226

MO St. Cert. of Authority: 2002010300

PROFESSIONAL ENGINEER



DEPARTMENT OF PUBLIC WORKS
STORM WATER IMPROVEMENTS

WATER MANAGEMENT PROGRAM
For the City of Creve Coeur, Missouri
Saint Louis County, 63141

REVISIONS:

MARK	DATE	DESCRIPTION

SHEET TITLE:

SWALE
DETAILS

SHEET NO.

SHEET 8 OF 8

NOTES:

1. SEE NOTE ON SHEET 2 FOR DETAILS

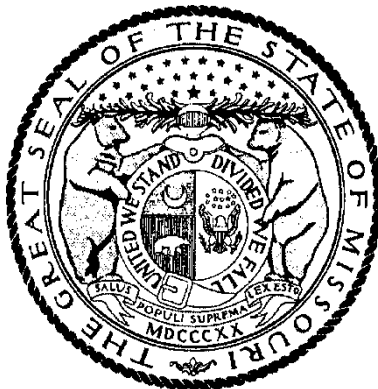
1 - % REVIEW

APPENDIX B: MISSOURI WAGE DETERMINATION

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 31

Section 100
ST. LOUIS COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: March 8, 2024

Last Date Objections May Be Filed: April 8, 2024

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$67.80
Boilermaker	\$42.03*
Bricklayer-Stone Mason	\$62.04
Carpenter	\$64.31
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$57.86
Plasterer	
Communication Technician	\$62.59
Electrician (Inside Wireman)	\$75.44
Electrician Outside Lineman	\$42.03*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$42.03*
Glazier	\$66.98
Ironworker	\$70.24
Laborer	\$53.79
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$57.61
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$69.55
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$54.63
Plumber	\$77.88
Pipe Fitter	
Roofer	\$57.83
Sheet Metal Worker	\$73.78
Sprinkler Fitter	\$82.11
Truck Driver	\$42.03*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$64.02
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$78.52
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$54.45
General Laborer	
Skilled Laborer	
Operating Engineer	\$70.83
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$50.95
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.



BELLINGTON, FERNPARK, MASON FOREST SWALE PROJECT

CITY OF CREVE COEUR, MISSOURI

ADDENDUM #1

AUGUST 21, 2025

Bidders are hereby instructed to make the following two (2) changes and one (1) clarification to the Bid Documents for the project referenced above and to consider this change included herein when making a Bid for the work specified in the Bid Documents:

- Item #1: The project plan set and project manual specify that the swales have mortar joints placed over the constructed base. The change to the bid documents is from mortar to polymeric sand. Before construction begins, the contractor must provide a technical data sheet that shows that the proposed polymeric sand is a blend of natural sands that conforms to ASTM-C144 standard and polymer binders. City staff must approve the polymeric sand product. Colors of the sand must match as close as possible to the bricks. City staff must approve sand color before installation. The installation process must follow the manufacturer's requirements for optimal performance and be installed within product specified temperature and weather ranges. After sand is consolidated into joints, run a vibratory compactor over the surface. After compaction, add additional sand and re-run the vibratory compactor as often as needed to fill joints to levels specified in the product specifications. After joints are filled, wet/water joints per product specifications.
- Item #2: Pavers for each site are to be as follows:
- Bellington Lane: Glen-Gery Riverfront Pewter Pavers (4"x 8").
 - Mason Forest: If available, Belden Brick Company -- Belcrest 650 Pavers (3 5/8" x 7 5/8"). If not available, Glen-Gery Danish Paver (4"x 8").
 - Fernpark: Glen-Gery Danish Paver (4"x 8").

Clarification #1:

The total bid for the sum of all three sites will be considered for determining the lowest-qualified bidder. One contractor will be awarded the project.

Addendum Summary

The two (2) changes included in this addendum affect sections of the Project Manual document, as summarized below:

- Item #1: This addendum includes changes to Job Special Provision E. Swale Construction, 2.1 Mortar Materials; section 3.0 Execution; and the construction notes on plan set sheet 2

of 8. Bidders are instructed to replace this subsection and consider this change when formulating their bid.

Item #2: This item change should be reflected in the construction notes listed on plan set sheet 2 of 8. The change should also be reflected on the bid form. Bidders are instructed to consider this change when bidding the project.



BID TABULATION

Bellington, Fernpark, Mason Forest Swales Project

City of Creve Coeur, Missouri

Bids opened: 10:00 am, Wednesday, September 3, 2025

Item Number	Item	Unit	Contract Quantity	Ideal Landscape Construction, Inc.	
				Unit Bid Price	Item Subtotal
1	MOBILIZATION	LS	1	\$ 16,500.00	\$ 16,500.00
2	EXCAVATION	CY	33	\$ 75.00	\$ 2,475.00
3	EARTHEN FILL	CY	12	\$ 75.00	\$ 900.00
4	SWALE, Glen-Gery Riverfront Pewter Paver	SY	74	\$ 250.00	\$ 18,500.00
5	TURFGRASS SOD	SY	65	\$ 25.00	\$ 1,625.00
6	MULCH	CY	5	\$ 75.00	\$ 375.00
7	PLANTING GREEN GIANTS	EA	9	\$ 750.00	\$ 6,750.00
8	SURVEYING AND STAKING	LS	1	\$ 1,500.00	\$ 1,500.00
9	EROSION CONTROL	EA	10	\$ 1.00	\$ 10.00
10	DEMOLITION AND DISPOSAL	LS	1	\$ 10,000.00	\$ 10,000.00
11	10% Glen-Gery Riverfront Pewter Pavers	LS	1	\$ 1,000.00	\$ 1,000.00

Total Bid Bellington Lane:

Ideal Landscape Construction, Inc.
\$ 59,635.00

- Denotes discrepancy between price written in number and words.
Price written in words governs.
- Denotes calculation error. Corrected value shown.



BID TABULATION

Bellington, Fernpark, Mason Forest Swales Project

City of Creve Coeur, Missouri

Bids opened: 10:00 am, Wednesday, September 3, 2025

Item Number	Item	Unit	Contract Quantity
1	MOBILIZATION	LS	1
2	EXCAVATION	CY	12
3	SWALE, Glen-Gery Danish Paver	SY	30
4	TURFGRASS SOD	SY	17
5	SURVEYING AND STAKING	LS	1
6	EROSION CONTROL	EA	7
7	DEMOLITION AND DISPOSAL	LS	1
8	10% Glen-Gery Danish Pavers	LS	1

Ideal Landscape Construction, Inc.	
Unit Bid Price	Item Subtotal
\$ 9,618.00	\$ 9,618.00
\$ 75.00	\$ 900.00
\$ 250.00	\$ 7,500.00
\$ 25.00	\$ 425.00
\$ 1,000.00	\$ 1,000.00
\$ 1.00	\$ 7.00
\$ 5,000.00	\$ 5,000.00
\$ 500.00	\$ 500.00

Total Bid Fernpark Drive:

Ideal Landscape Construction, Inc.	
\$	24,950.00

-  Denotes discrepancy between price written in number and words.
Price written in words governs.
-  Denotes calculation error. Corrected value shown.



BID TABULATION

Bellington, Fernpark, Mason Forest Swales Project

City of Creve Coeur, Missouri

Bids opened: 10:00 am, Wednesday, September 3, 2025

Item Number	Item	Unit	Contract Quantity	Ideal Landscape Construction, Inc.	
				Unit Bid Price	Item Subtotal
1	MOBILIZATION	LS	1	\$ 14,521.00	\$ 14,521.00
2	EXCAVATION	CY	48	\$ 75.00	\$ 3,600.00
3	EARTHEN FILL	CY	4	\$ 75.00	\$ 300.00
4	SWALE, Glen-Gery Danish Paver	SY	97	\$ 250.00	\$ 24,250.00
5	TURFGRASS SOD	SY	120	\$ 25.00	\$ 3,000.00
6	SURVEYING AND STAKING	LS	1	\$ 1,500.00	\$ 1,500.00
7	EROSION CONTROL	EA	10	\$ 1.00	\$ 10.00
8	DEMOLITION AND DISPOSAL	LS	1	\$ 8,000.00	\$ 8,000.00
9	CONCRETE PAD	EA	1	\$ 1,500.00	\$ 1,500.00
10	10% Glen-Gery Danish Pavers	LS	1	\$ 1,000.00	\$ 1,000.00

Total Bid Mason
Forest:

Ideal Landscape
Construction, Inc.
\$ 57,681.00

Denotes discrepancy between price written in number and words.
Price written in words governs.

Denotes calculation error. Corrected value shown.

Grand Total
Bellington, Mason
Forest, and Fernpark

\$142,266.00



Note: This cost estimate is in 2024 dollars and does not account for any factor of inflation. Client and Engineer acknowledge that Engineer has no control over cost of labor, materials, equipment of services furnished by others, over contractors' methods of determining prices, or other competitive bidding or market conditions. Engineer does not guarantee that proposal, bids, or actual construction cost will not vary from its estimates of Project cost.



Note: This cost estimate is in 2024 dollars and does not account for any factor of inflation. Client and Engineer acknowledge that Engineer has no control over cost of labor, materials, equipment of services furnished by others, over contractors' methods of determining prices, or other competitive bidding or market conditions. Engineer does not guarantee that proposal, bids, or actual construction cost will not vary from its estimates of Project cost.



Note: This cost estimate is in 2024 dollars and does not account for any factor of inflation. Client and Engineer acknowledge that Engineer has no control over cost of labor, materials, equipment of services furnished by others, over contractors' methods of determining prices, or other competitive bidding or market conditions. Engineer does not guarantee that proposal, bids, or actual construction cost will not vary from its estimates of Project cost.

**MEMORANDUM**

Date: September 12, 2025
To: Sharon Stott, Interim City Administrator
From: Tom Delia, Project Manager
CC: Jim Heines, Interim Director of Public Works
 Dione Garson, Interim Assistant Director of Public Works
Subject: Lake School Park Renovation Design - Phase 1

Staff Recommendation

Staff is recommending City Council authorize execution of a professional service agreement with TWM (Thouvenot, Wade & Moerchen, Inc.) with offices at 3701 S. Lindbergh, St. Louis, MO 63127 for an amount not to exceed \$95,500.00. Services will include:

- Design development
- MSD documentation and permitting
- Probable cost estimation
- Construction plans and project specifications
- Construction services for Lake School Park Renovation – Phase One

The total design cost includes the addition of several scope items for professional service expertise and park features that will be beneficial to the project including:

- Electrical design and construction plans for tennis courts
- Parking lot sight lighting
- Playground equipment and wall design selection and coordination
- Geotechnical service - Boring samples throughout the park

These scope items were added after the City's Capital Improvement Program (CIP) budgeting process was complete. The cost of these additional scope items is approximately \$25,000 more than was assumed in the FY2026 budget.

Project Funding

The project will be funded from the Parks and Stormwater Fund, account # 05-61-71-9506. This was a budgeted item in FY2026 CIP and was included under Lake School Park Renovations (Project #217).

Contract Quote:	\$95,500.00
Budget Amount:	(\$58,800.00)
<u>Available Funds:</u>	<u>(\$20,000.00)</u>
Shortage:	\$16,700.00

City Staff anticipating surplus funding on other projects to cover the cost of design.

Background

Lake School Park in an approximate seven-acre parcel located in the heart of the City of Creve Coeur. The existing park's site has three tennis courts, restroom, and sports field. Over multiple phases, this project will add new facilities and renovate existing facilities.

Consultant Selection

TWM is on the City Council approved list of on-call professional services list for park engineering design services (Resolution No. 1704 adopted January 22, 2024).

In January 2022, the Public Works staff issued a Request of Qualifications for the Millennium Park renovation project. From the evaluation of responses, TWM was selected based on:

- Experience and technical competence
- Capacity to complete project
- Past record of performance
- Familiarity with the project limits.

During the Millennium Park project, City staff found TWM to be professional, competent, and thorough. Based on TWM's work on Millenium Park, TWM was selected for the phase one of design for the Lake Park School Park renovation project.

Lake Park School Park – Initial Design work in 2024

During the initial phase of design work for Lake Park, TWM completed:

- Lidar and topographic survey
- Begin the development of project specifications
- Construction cost estimates for budgeting
- 50% plan set design development of two (2) conceptual designs

Work in the next phase of design will include the development or completion of:

- Construction plans and specifications
- Bid documents
- Construction cost estimates
- Permitting
- Landscaping plan development
- Stormwater management plan

Phase One park improvements will include:

- New playground equipment (the park current does not have playground equipment)
- Parking lot extension
- Water quality basins
- Walking trail (phase one sections)
- Retaining walls

Schedule/Timeline

- Notice to proceed & site investigation – October 2025
- Construction Documents - February 2025
- Bidding & Negotiation – February 2025

Attachments

- Exhibit A: Agreement Between Creve Coeur and TWM for professional services

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

Lake School Park Improvements – Phase 1
(TWM Project 221388A)

ENGINEER



Thouvenot, Wade & Moerchen, Inc.
3701 S. Lindbergh Blvd, Suite 100
St. Louis, Missouri 63127
Phone: (314) 241-6300
Email: rcerniglia@twm-inc.com

OWNER



City of Creve Coeur, Missouri
300 N. New Ballas Road
Creve Coeur, Missouri 63141
Phone: (314) 432-6000
Email: tdelia@crevecoeurmo.gov

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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of September 16 , 2025 (“Effective Date”) between
City of Creve Coeur, Missouri (“Owner”) and
Thouvenot, Wade & Moerchen, Inc. (TWM, Inc.) (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Lake School Park Improvements – Phase 1 ("Project").

Engineer's services under this Agreement are generally identified as follows:

Development of Engineering Plan documents from the previously established conceptual layouts and completing Plans, Specifications, and Estimates for Design Development and Construction Document stages. Improvements for Phase 1 will include the layout and grading for a new playground, parking lot extension, entrance monument, water quality basins, walking trail, and retaining walls

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.

- B. Owner shall pay Engineer as set forth in Exhibit C.
- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, for reasons beyond Engineer's control, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails to complete the performance required in this Agreement within the time set forth, as duly adjusted according to and for causes stated in Article 3.02.B above, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without

additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

- C. *Consultants:* Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Compliance with Laws and Regulations, and Policies and Procedures:
 - 1. Engineer and Owner shall comply with applicable Laws and regulations.
 - 2. Prior to the Effective Date, Owner provided to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under this Agreement. Engineer shall comply with such policies and procedures, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.
- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.
- H. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- I. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

- J. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.
- L. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration, processing Change Orders, revisions to the Contract Documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase engineering or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.
- B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. If the parties agree to other electronic transmittal procedures, such are set forth in Exhibit J.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures, such as verification of file version compatibility, within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting

from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.

- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- F. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies and as loss payees on any property insurance policies carried by Owner which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance and copies of endorsements evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and its Consultants' interests are covered and that in the event of payment of any loss or

damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds, additional insureds, or loss payees thereunder.

- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner and Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 *Suspension and Termination*

- A. Suspension:
 - 1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
- B. *Termination*: The obligation to provide further services under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the project are delayed or suspended by the Owner for more than the 90 days allowed in Paragraph 6.05.A.1 and no equitable adjustment of the project schedule is granted by the Owner, as is required under Paragraph 3.02.B.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure

cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

a. By Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.
2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 *Controlling Law*

A. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.
2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
3. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

6.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

6.09 *Environmental Condition of Site*

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.

- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any intentional or negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.
- C. *Environmental Indemnification:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *Percentage Share of Negligence:* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.11 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or

certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

- B. *Survival*: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability*: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims*: To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
 - 1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with this Agreement.
 - 2. *Agreement* – This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 - 3. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 - 4. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A of this Agreement.
 - 5. *Construction Contract* – The entire and integrated written agreement between Owner and Contractor concerning the Work.
 - 6. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner's costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

7. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
8. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.
9. *Contract Documents* – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
10. *Contractor* – The entity or individual with which Owner has entered into a Construction Contract.
11. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
12. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
13. *Effective Date* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
14. *Engineer* – The individual or entity named as such in this Agreement.
15. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
16. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
17. *Owner* – The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is

the same individual or entity that will enter into any Construction Contracts concerning the Project.

18. *PCBs* – Polychlorinated biphenyls.
19. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
20. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
21. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
22. *Record Drawings* – Drawings depicting the completed Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
23. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
24. *Resident Project Representative* – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
25. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
26. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
27. *Site* – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
28. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
29. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

- 30. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
- 31. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
- 32. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.
- 33. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. **(Intentionally omitted)**
- E. Exhibit E, Notice of Acceptability of Work. **(Intentionally omitted)**
- F. Exhibit F, Construction Cost Limit. **(Intentionally omitted)**
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Special Provisions. **(Intentionally omitted)**

K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement:*

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives:*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications:*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:
City of Creve Coeur, Missouri

Engineer:
Thouvenot, Wade & Moerchen, Inc.

By: _____

By: _____

Title: _____

Title: Marsha J. Maller, P.E. – Director of Land
Development Engineerin

Date _____

Date _____

Signed: _____

Signed: 09/16/2025

Engineer License or Firm's
Certificate No. 001528
State of: Missouri

Attest: _____

Title: Kellie Henke, City Clerk

Date _____

Signed: _____

Address for giving notices:

300 N. New Ballas Road

Creve Coeur, MO 63141

Address for giving notices:

3701 S. Lindbergh Blvd, Suite 100

St. Louis, MO 63127

Designated Representative (Paragraph 8.03.A):

Tom Delia

Designated Representative (Paragraph 8.03.A):

Ryan Cerniglia, PE

Title: Project Manager - Engineering

Title: Project Manager

Phone Number: (314) 872-2527

Phone Number: (314) 241-6300

Facsimile Number: (314) 872-2505

Facsimile Number: (314) 241-2391

E-Mail Address: tdelia@crevecoeurmo.gov

E-Mail Address: rcerniglia@twm-inc.com

This is **EXHIBIT A**, consisting of 8 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 16, 2025.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth in the attached pages of Attachment A – Scope of Services.

If authorized in writing (Exhibit K, Amendment to Owner-Engineer Agreement) by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed in the attached pages of Attachment A – Scope of Services.

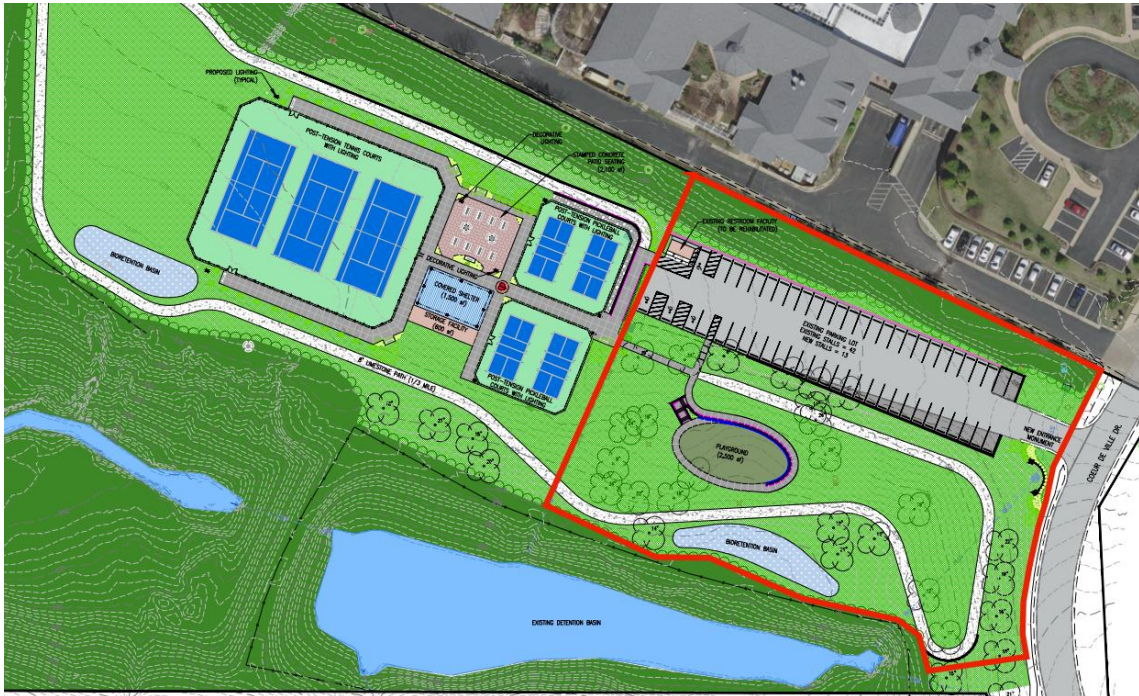
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**EXHIBIT A: SCOPE OF SERVICES FOR
CIVIL ENGINEERING PROFESSIONAL SERVICES**

THOUVENOT, WADE & MOERCHEN, INC.
3701 S. Lindbergh Blvd, Suite 100
St. Louis, MO 63127
314.241.6300
WWW.TWM-INC.COM

ARTICLE 1 – PROJECT BACKGROUND AND DESCRIPTION



- 1.01 Lake School Park is an existing park located at 581 Coeur De Ville Drive in Creve Coeur, MO. The overall property is approximately 9.02-acres which consists of an existing 3 court tennis court, open space and large parking lot. The City is looking to improve 3.2 acres of the site as part of a two-phase development. In 2024, TWM prepared various conceptual layouts for potential site improvements. The first phase will include portions of a gravel walking path, a new playground, concrete walkways, parking lot extension, and various retaining walls. Phase two will connect the gravel walking paths, new post-tension tennis courts, paver plaza area, covered shelter and a storage facility.

The City has requested TWM to prepare a proposal to provide the engineering services and plan documents to bring the Conceptual Plan vision through construction. Civil engineering services will be provided for the following phases of the project: Project Management, Preliminary Design Phase (50%), Construction Document Phase (95% & 100%). This will include installation of stormwater BMP measures and stormwater quality permitting through the Metropolitan St. Louis Sewer District (MSD). Additional services will include Landscaping design for various plantings, bioretention planting materials, and tree protection. Geotechnical Investigation will be provided for both phases as part of this scope and electrical engineering assistance to accommodate services for future phases. Construction administration services will be conducted to address contractors' RFI's, shop drawings and attend pre-construction meetings. Construction observation services are not included in the scope but can be added as an additional service. A breakdown of all the scope of services can be found below.

ARTICLE 2 – SCOPE OF SERVICES – BASIC SERVICES

- 2.01 We agree to provide the following specific professional services.

Services	Remarks
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A. Project Management Phase

Note: The scope of services for this phase will be performed throughout the duration of the project and amongst all phases.

1.	Project Management	This task includes management of the project, emails, meeting minutes, internal coordination and various coordination between consultants and client for the duration of the project.
2.	Attend Various Meetings with Client	It is anticipated that we will attend various meetings with the City's Public Works Department and Parks Department. We anticipate a total of three (2) two in-person meetings. Virtual meetings, phone calls, and email correspondences will be included in the project management scope as needed for project coordination.
3.	Quality Assurance / Quality Control (QA/QC) Review	A thorough internal QA/QC will be conducted for the technical analysis, plan review and submittal procedures prior to finalizing the submittal at each of the following milestones: Preliminary Design Phase and Construction Document Phases.

B. Design Development / Preliminary Design Phase (50%)

1.	Utility Coordination and Research	We will research the utility records available to us and the available record information from the City. We will contact Missouri American Water, Ameren and MSD for available record documents of the site.
2.	Technical Design	With the City's approved concept layout for Phase 1, we will establish the 50% design and inclusion into the plan sheet documents. Technical design elements will include: a finalized geometric layout design, CAD creation for the grading of the site, preliminary drainage design of storm sewers and grading of stormwater bioretention areas, a preliminary storm sewer layout and site demolition.
3.	Preliminary Electrical Analysis	Analysis will be performed on the existing conditions within the site and will include recommendations for future phase connections as well as relocation of existing transformers from the previous Lake School Building and new service for lighting of a future entrance monument.
4.	Playground Design Coordination with Suppliers / Manufacturers	It is our intent of this project to select a specific set of playground equipment and features for this project. As such, we will contact and coordinate the various suppliers and representatives to select a minimum of three playground design options to present to the City for review and overall selection by the PHP committee. If there is no consensus of agreed upon play equipment, TWM will take the City's input and provide one additional design option. The scope does not include continual revisions or modifications to the design.
5.	Wall and Seating Design Coordination with Suppliers / Manufacturers	We will contact and coordinate with various retaining wall suppliers and representatives to select a minimum of two wall and seating options around the playground to incorporate into our design. We will present these options to the City for review.
6.	Design Development & Construction Plan Documents	We will complete the design and improvements to further a set of plan sheets for the 50% design development phase which includes plan production, drafting, labeling, dimensioning, creation of notes and detailing the design. We anticipate including the following sheets: - Title Sheet (1 sheet) - General Notes (1 sheet) - Existing Conditions and Demolition Plan (1 sheets) - Site Geometrics with Storm Sewer (1 sheets) - Grading Plan (1 sheets) - Construction Details (1 sheets) - Landscaping Plan (sheets provided by DTLS – see below)



		Note: Water Quality BMP measures will be graphically shown in the phase with a detailed design and MSD standards established in the Construction Document Phase.
7.	Engineer's Estimate of Probable Cost (EEOPC).	One estimate of cost will be provided at the 50% design milestone utilizing available cost data for recent similar projects.
8.	Job Special Provisions	A listing of Job Special Provisions will be provided to the client. Completed JSPs will be performed in the Construction Document Phase.
9.	Tree Identification	The Landscape Architect will conduct an on-site investigation of the existing trees to identify the species and identify the existing tree protection priorities – results of this information may alter the site geometric placements.
10.	Landscape Design (provided by DTLS)	A preliminary landscape design will be established to the 50% design stage which will include the following plan sheets: • Tree Preservation Plan • Planting Plan • Soils Plan • Planting and Soils Details and Schedule Additionally, the landscape architect will prepare updated cost estimates.
C. Construction Document Phase (95% & 100%)		
1.	Technical Design	Upon receiving comments from the City on the Preliminary Engineering Phase, the technical design will be further established into the 95% and 100% plan sets. Technical design elements will include: finalizing geometric layout design, spot grade elevations, plan and profiles of utilities (storm sewer system), further establishment of bioretention BMP measures per MSD requirements. Additionally assist the Landscape Architect in the location of the designated planting areas. We will finalize the playground design and layout as well as retaining wall and seating wall with the manufacturers per material selection by the City. We will establish a plan and profile for retaining walls providing geometric layout and elevation data. Contractor will be responsible for the signed and sealed final structural plans for review.
2.	Construction Plan Documents & Production	We will complete the design and improvements to further a set of plan sheets for the 95% and 100% design sets which includes the plan production, drafting, labeling, dimensioning, creation of notes and detailing the design. We anticipate 25 sheets to include but not limited to: • Title Sheet (1 sheet) • General Notes (1 sheet) • Existing Conditions and Demolition Plan (1 sheets) • Site Geometric Plan (2 sheets) • Overall Grading & Erosion Control Plan (1 sheet) • Spot Elevation Plan (2 sheets) • Utility Plan & Profiles (1 sheets) • Erosion Control Details (1 sheet) • Construction Details & Typ. Sections (3 sheets) • Landscaping Plans (6 sheets) • Electrical Plans (2 sheets) • Drainage Area Maps (1 sheets) • BMP Drainage Area Map (1 sheet)



		• BMP Details (1 sheet) • BMP Cross Sections (1 sheet) • Retaining Wall Plan & Profile (2 sheets)
3.	MSD Stormwater Report	A stormwater report will be prepared and provided for MSD review and approval. This will consist of all the storm sewer calculations and stormwater BMP calculations, supporting documents, plans and required MSD approval documents. Stormwater management will be performed for water quality / BMP measures only. The project scope does not account for stormwater detention basin sizing, layout, or calculations for stormwater quantity measures.
4.	MSD Operations and Maintenance Report	MSD requires an Operation and Maintenance Report to cover all BMP and stormwater areas for the contractor and long-term maintenance by the owner. This task includes the preparation of the specific maintenance requirements and inspection requirements.
5.	MSD – BMP Maintenance Agreements	MSD will require Maintenance Agreements over all water quality BMP measures. This task includes the preparation of the legal documents for MSD permitting and legal approval as well as coordination with the City on obtaining an executed document.
6.	Job Special Provisions	Job Special Provisions will be prepared for inclusion of the bid documents and will follow the City of Creve Coeur's template. Most of the Technical Specifications will be shown on the plan documents. Front-end specifications shall be provided by the City. A performance specification will be prepared within the JSPs that will include direction to the contractor for the required playground equipment. Supporting manufacture information / renderings will be provided for the playground layout.
7.	Engineer's Estimate of Probable Cost (EEOPC).	An estimate of cost will be updated at the 95% and 100% design. A bid form will be provided to the City at the 100% stage to incorporate into the front end documents.
8.	Permitting	Permits will be resubmitted and further completed to the approval process. Permits include but not limited to: • MSD – Construction Permit • City of Creve Coeur – Building and Land Disturbance Storm Water Prevention and Pollution Plan (SWPPP) documents will be the responsibility of the contractor. Contractor is responsible for the application and obtaining a Land Disturbance Permit with MDNR under the NPDES Clean Water Act.
9.	Response to comments	Written responses and necessary plan revisions will be addressed for comments received from the City of Creve Coeur as well as the Metropolitan St. Louis Sewer District within a number of reasonable of requested revisions.
10.	Landscape Design	A preliminary landscape design will be established to the 50% design stage which will include the following plan sheets: • Tree Preservation Plan • Planting Plan • Soils Plan • Planting and Soils Details and Schedule The landscape architect will prepare updated cost estimates. Additionally, they will coordinate with the civil engineering and electrical engineering design.
11.	Electrical Design	Provide electrical systems design and calculations including power distribution, future entrance monument signage lighting and



		coordination with Ameren Missouri. This includes preparation of electrical drawings.
D. Construction Administration Phase		
1.	Project Management	This task includes management of the project, emails, and various coordination between contractors and client.
2.	Bidding Phase	Bidding phase services include assisting the client in obtaining bids for construction, attending a pre-bid meeting on behalf of the client; issue addendums, response to comments, RFI's or other methods of providing clarification; review evaluation criteria and tabulate received bid responses.
3.	Pre-Construction Meeting	Participate in a Pre-Construction Meeting with the selected contractor prior to commencement of work at the site.
4.	Shop Drawings and Samples Review	Review and approval are only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
5.	Addressing Request for Information (RFI's) as issued by the contractor.	Review and response to contractor's questions within a reasonable number of requests.
6.	Site Visits & Punchlist	We will conduct up to two site visits to observe the progress of the project and/or any on-site coordination necessary. We will conduct one punch list site visit and prepare an email or document listing any outstanding items for the contractor to address or repair.
6.	Landscape Architecture CA Services	The Landscape Architect will assist in the Construction Administration Phase for the following services: • Perform one (1) tree-tagging visit to a nursery or grower near St. Louis to identify and reserve trees for use on the project. • Review shop drawings, submittals, RFIs. • Perform one (1) site visit to observe the work in progress and field reports. • Evaluate work completed for acceptance or non-compliance (punch list items)

ARTICLE 3 – EXCLUDED SERVICES

3.01 While TWM, Inc. can provide the following services or obtain sub-consultants who can assist us with these services, the services listed below are not included within this contract:

- A. Performing any pot-holing or field investigation to physically locate utilities.
- B. Preparation or generation of a Plat of Survey.
- C. Surveying services for construction staking or layout.
- D. Performing any environmental / hazardous waste assessment or natural resources investigation and design; including but not limited to wetland investigation.
- E. Archeological / Historical / Cultural Exploration and/or consultation letters to SHPO.
- F. Preparing any documents, attending any meetings, design revisions or involvement of any board meetings, public outreach or public hearings.
- G. Any floodplain or floodway studies as required by local, state or federal agencies, except as noted above. Including application, submittal and analysis related to FEMA and MDNR.
- H. Preparing any traffic studies or traffic related analysis.



- I. Detailed layout of sprinkler heads and/or any irrigation.
- J. Design of any entrance monument feature.
- K. Design, layout and technical details and specifications for Phase 2 improvements including the tennis court and associated facilities.
- L. No architectural design services.
- M. Structural design services, including structural design of the retaining walls. Contractor will be required to provide signed and sealed structural drawings as part of their bid / shop drawing review.
- N. Design and calculations of any stormwater detention basins and/or stormwater quantity measures as listed by MSD, beyond the stormwater BMP quality measures listed in the scope of services. It is our understanding that stormwater quantity measures will not be required, and all drainage is directed to the existing detention basin to the south; however, MSD may have regulations or downstream stormwater issues that TWM is not aware of.
- O. Construction Observation and preparation of any record or as-Built drawings / documents.
- P. Any permit reviews necessary that is not listed in the Scope of Services. Any fees required for approvals or permits.
- Q. Any additional meetings than those listed above.
- R. Preparation of Front-End specifications documents.
- S. Preparing any record drawings or as-built drawings.
- T. This agreement does not include generating multiple versions of the civil engineering design or making continual revisions to the civil engineering design resulting in multiple revisions to the work performed by you or others. This agreement includes a maximum of one (1) revision to our schematic design scope of services as outlined here within.

ARTICLE 4 – INFORMATION WE NEED FROM YOU

- 4.01 We need you to provide us with some specific information so we can perform our Scope of Services. That includes:
- A. Provide TWM, Inc. with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
 - B. Furnish to TWM, Inc. any other available information pertinent to the Project including reports and data related to previous designs, or investigation at or adjacent to the Site.
 - C. Providing any front-end specifications and/or technical specifications and templates the City may want implemented into the bidding documents.
 - D. Any additional information available to you or to your consultants or contractors that might be applicable, necessary, or helpful to us in performing our Scope of Services.

ARTICLE 5 – UTILITY COORDINATION AND LOCATING SERVICES

5.01 **Missouri One-Call**

- A. We will make a Missouri One-call Design Stage Request, which is intended for architects, engineers and other customers who are in the design stage of a project. At this stage, Missouri One-Call is then supposed to locate utilities within five (5) days.
- B. If the Missouri One-Call member field locates their utilities, we will then survey those surface markings in order to indicate the approximate horizontal location of those utilities underground and will add to our topographic survey the horizontal location of those utilities as marked.
- C. Based upon the information above, by entering into this agreement with us, you agree and understand that:
 - 1. The Missouri One-Call Design Stage Request process may delay our starting or completing field services; and
 - 2. We are not responsible if existing utilities must be relocated or plan documents must be modified as a result of conflicts between utilities and our plans because Missouri One-Call, or a Missouri One-Call member company, refused to locate their utilities, located the utilities in error, provide incomplete or inaccurate drawings, or did not provide sufficient information in response to our request.



- D. It is the responsibility of you to provide us with any and all information that you have regarding subsurface utilities or other subsurface conditions that may not be identified through the Design Stage Request, but that might affect the design of the project.

ARTICLE 6 – SCHEDULE

6.01 The Phases of work are anticipated to be performed in accordance with the schedule below. Dates shown are beginning and ending for each phase.

- | | | |
|----|---|-------------------------------|
| A. | Notice to Proceed & Site Investigation..... | October 2025 |
| B. | Preliminary Plans and Estimate (50%) | October 2025 – November 2025 |
| C. | Construction Documents (95% & 100%) | November 2025 – February 2025 |
| D. | Bidding & Negotiation | February 2026 |
| E. | Construction | July 2026 – December 2026 |

Lake School Park - Phase 1 Improvements

City of Creve Coeur, Missouri

Proposal for Professional Services Rev. 3		Date:	08/28/2025
To:	Ryan Cerniglia	DTLS No.:	25025
	TWM, Inc.	Prepared by:	Brad Weitekamp DTLS
	3701 S. Lindbergh Blvd., Ste. 100	CC:	Emily Straka, DTLS
	St. Louis, Missouri 63127		Matt Snelling, DTLS
Attachments:	Lake School Park Scope Outline (provided by TWM)		

Thank you for the opportunity to provide this proposal for professional landscape architectural design services. The following describes and defines our understanding of this project:

Project Understanding

From discussions with TWM and the attached project scope outline:

The City seeks engineering design services for improvements to Lake School Park. Ultimately, the overall improvements will be implemented in two phases of construction. The first phase of design and construction will focus on the east half of the park. Primary goals are to evaluate the site to determine the optimal placement of a new playground, walking trails, bioretention basin(s), new park monument sign, and various other park elements. The design team will provide plans and specifications that will allow the City to bid and construct the project. The site design will include the grading, walkways, retaining walls, stormwater mitigation, and any other aspects needed to accommodate the footprint of the new playground and other changes to park elements.

While the site design needs to accommodate the new playground and equipment, the site design will include neither the selection nor the design of these features. It is understood the civil engineer will engage multiple playground equipment providers to provide their designs for the playground as part of their bid for the project, considering the space and budget available for those features.

The City's goal is to advertise the project for bids in January 2026 the start of construction by July 2026.

Scope of Services

DTLS will provide the following services:

1. Project Management

- 1.1. Up to three (3) virtual meetings - general progress status, design collaboration
- 1.2. Internal project administration and management

2. Reconnaissance / Surveying

- 2.1. Site walk with civil - Identify existing tree protection/preservation priorities onsite, species and condition identification
- 2.2. Engage facilities or maintenance teams regarding design direction and level-of-care standards
- 2.3. Review of preliminary cost estimate to establish 50% plan guidance



3. Schematic Design (Removed and absorbed essential tasks into Reconnaissance / Surveying)

4. Preliminary Design (50%)

- 4.1. Prepare and label drawings as required to illustrate the design intent at a design development level:
 - Tree Preservation Plan(s)
 - Planting Plan(s)
 - Planting Details and Schedules
- 4.2. Coordinate Grading and Drainage Plans with Engineer
- 4.3. Prepare draft specifications for applicable areas of work
- 4.4. Provide landscape cost estimate

5. Construction Documents (95% and 100% combined)

- 5.1. Prepare and label drawings suitable for constructing the proposed improvements, including:
 - Tree Preservation Plan(s)
 - Planting Plan(s)
 - Planting Details and Schedules
- 5.2. Coordinate Grading and Drainage Plans with Engineer
- 5.3. Prepare construction specifications for applicable areas of work
- 5.4. Update the landscape cost estimate

6. Bidding and Negotiation Support (Removed from scope of work)

7. Construction Review

- 7.1. Attend up to (3) OAC or construction coordination meetings during the construction period
- 7.2. Tree-Tagging within 150 miles of project site
- 7.3. Review and take appropriate action on shop drawings, submittals and substitution requests submitted for approval
- 7.4. Perform one (1) site visit to observe the work in progress for conformance with Construction Documents; prepare field report documenting onsite observations
- 7.5. Perform one (1) site visit to evaluate the completed work to determine acceptance or non-acceptance based on conformity with the Construction Documents; prepare punchlist documentation based on onsite observations

Services Not Included

- 1. Meetings in excess of those identified in scope of services
- 2. Any conceptual changes resulting in increased complexity or changes in design requiring rework once the documentation process per phase has been completed
- 3. 3D models / Physical Models
- 4. Additional renderings not described above
- 5. LEED/SITES documentation or special studies
- 6. Value engineering work sessions
- 7. Regulatory submission and permitting process to authorities having jurisdiction (above and beyond what has been specified in the scope of services)

Services Not Included and to be Provided By Others as Necessary

- 1. Survey of site, structures, topography, utilities and building(s)
- 2. Remediation for contaminated and/or problematic soils
- 3. Arborist certified tree evaluation survey



4. Stormwater management calculations, sizing of structure and conveyance systems profiles
5. Site utilities
6. Constructed wetlands or any treatment system for wastewater treatment and reuse
7. Site plumbing and associated mechanical systems for ponds and wetlands
8. Site electrical, electrical design and documentation for lighting and other landscape components requiring power
9. Structural details for walls and footings over 36" in height and/or light poles

Compensation

DTLS shall be compensated for performing the services as described above on a lump sum basis according to the table below, plus project-related reimbursable expenses.

Stage	Fee
Project Management	\$1,451
Reconnaissance / Surveying	\$1,380
Schematic Design (removed from scope of work)	\$0
Preliminary Design (50%)	\$8,250
Construction Documents	\$5,240
Bidding and Negotiation Support (removed from scope of work)	\$0
Construction Review	\$3,270
Total	\$19,591

Additional Services

Additional Services are in addition to the basic scope of services and, when requested in writing by the Client, shall entitle DTLS to additional compensation. Additional Services will be provided on an hourly basis at the billing rates listed below or the current hourly rates prevailing when services are rendered.

DTLS 2025 Hourly Rate Schedule

Position	Rate
Principal	\$189
Landscape Architect 1	\$140
Landscape Architect 2	\$113
Landscape Designer 1	\$108
Landscape Designer 2	\$98



Project Schedule

The anticipated design schedule, excluding approvals and permitting is as follows:

Stage	Duration
Notice to Proceed	October 2025
Reconnaissance and Schematic Design	October 2025
Preliminary Plans and Estimate (50%)	November 2025 - December 2025
Construction Documents (95% & 100%)	January 2026 - February 2026
Bidding and Negotiation Support	February 2026
Construction Review	July 2026 - TBD

Approval

Upon approval of this proposal and successful award of the project, it is understood that TWM, Inc. will issue a contract for the scope of work and fee described herein.

This proposal is valid for 60 days from the date of issuance.

We appreciate this opportunity and look forward to working with you on this project. Please call or email if you have any questions or comments.

DTLS, Inc.		TWM, Inc.	
Proposed by:		Approved by:	
			
Name:	Matt Snelling, Principal	Name:	
Date:	08/28/2025	Date:	

July 8, 2025

Mr. Ryan Cerniglia, PE
Project Manager
TWM Inc.
3701 S. Lindbergh Blvd., Suite 100
St. Louis, Missouri 63127
rcerniglia@twm-inc.com

Re: Lake School Park Phase 1
581 Coeur De Ville Drive
Creve Coeur, MO 63141
Electrical Consulting Proposal

SSC is pleased to submit the following Electrical consulting services proposal for your consideration in reference to the above project. The fee is based on the below design scope, our discussion on and conceptual plan emailed July 3, 2025, emails from July 1-8, and the RFP documents.

Scope:

The project consists of design services associated with the Phase 1 renovation of an existing ~ 6 acre City Park with tennis courts, parking and grass field space. Scope includes surveying existing electrical conditions, providing recommendations of reconfiguring the electrical service, distribution to maintain/refeed the existing facilities, and providing infrastructure for anticipated Phase 2 scope.

Design Includes:

- Electrical systems design and calculations including power distribution, entrance monument sign lighting and coordination with Ameren.
- Design coordination with Architectural, Landscape Architect, Civil, and Structural.
- Evaluation of applicable local, state, and industry codes and regulations.
- Electrical drawings for permitting.
- Drawings to be produced in CAD or Revit. (Revit limited to LOD 300.)
- Site plan backgrounds, survey information and architectural details to be provided for our use.
- Specifications for installation and material standards.
- Design coordination with design team for items provided in a timely fashion.
- Construction Phase Service limited to review of related shop drawings, answer RFIs, respond to City comments, and site visits outlined below.

Site Visits/Meetings:

- Time (excluding travel costs) is included for the following:
 - (1) One-person Site Visit for existing conditions.
 - (3) Virtual conferences during Design.
 - (1) One-person Electrical punch.
 - Additional site visits requested by Owner/Architect will be conducted at hourly rates below.

Exclusions:

- Site Lighting or photometric plans.
- EV chargers, motorized gates, renovating the existing restroom facility or new electrical services.
- Lightning Protection.
- Arc Flash calculations and reports.
- Solar panel design elements.
- LEED or other sustainable certification design considerations.
- Value engineering after completion of design development level documents.
- Sharing Revit or CAD outside of design team.
- Delegated design items.
- Identification of grants or rebates.
- Payback analyses.
- Cost estimates.
- Seismic support of MEPFP systems.
- Commissioning.
- Re-designs and changes initiated by others.
- Structural, Survey, Civil, Mechanical, Plumbing, Fire Protection or Environmental engineering services.

Compensation:

- Fixed fee for above Electrical scope: **\$6,500.**
 - SD Design 25%
 - DD Design 30%
 - CD Design 35%
 - CA Phase 10%
- Site lighting for Parking lot and Phase 1 path – Add \$3,500.

Include Services as part overall base fee (TWM confirmed)
- Design of video surveillance, access control, Public Address and intrusion detection systems – Add \$5,500
- Reimbursable expenses for mileage to the Site and printing expenses are excluded in the amounts above and estimate to be \$500. Cost per each additional site visit is fixed at \$1,000 per site visit per person.
- Additional services may be provided in accordance with the following hourly rates:

Principal:	\$195	Sr. Engineer:	\$175	Engineer:	\$135
Designer:	\$110	CAD:	\$85	Clerical:	\$75

Terms:

- Terms will be in accordance per attached. Notice to proceed is acceptance to terms.
- Client agrees to pay interest to SSC on all amounts invoiced and not paid or objected to in writing for valid cause, within fifteen (15) days from date Client is paid by the client at the rate of one (1.0) percent per month, until paid.
- If client makes payments with a credit card, client will be charged a 3.5% transaction fee.
- Proposal is valid for 30 days

Please review and let us know if this proposal is acceptable.

Thanks for the opportunity!

Sincerely,



Jeff Huettenmeyer, PE, LEED® AP

Proposal Accepted By: _____

Date: _____

Terms & Conditions – Professional Services Agreement

Scope of Service: The Client and the Consultant have agreed to a list of services the Consultant will provide to the Client, set forth in this agreement. If agreed to in writing by the Client and the Consultant, the Consultant shall provide Additional Services, which shall be identified in this agreement. Additional Services are not included as part of the Scope of Services and shall be paid for by the Client in addition to payment for the services included. Payment for Additional Services will be made by the Client, in accordance with the Consultant's prevailing fee schedule, as provided for earlier. Any services not set forth in this agreement are specifically excluded and consultant assumes no responsibility for those services.

Code Compliance: The Consultant shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of this agreement. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Consultant to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Service provisions of this Agreement.

Assignment: Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Consultant as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

Certification/Guarantee & Warranty: The Consultant shall not be required to sign any documents, no matter by whom requested, that would result in the Consultant's having to certify, guarantee or warrant the existence of conditions whose existence the Consultant cannot ascertain. The Client also agrees not to make resolution of any dispute with the Consultant or payment of any amount due to the Consultant in any way contingent upon the Consultant's signing any such certification.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.

Construction Observation: The Consultant shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and the Consultant, in order to observe the progress and quality of the Work completed by the Contractor. The Consultant shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work.

Dispute Resolution: In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation. If the dispute or any issues remain unresolved after good faith mediation by both parties, the parties agree to attempt resolution by submitting the matter to a court of competent jurisdiction

Indemnification: The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Information Provided by Others: The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Consultant shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.

Unauthorized Changes to Plans: In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents, including electronic files, prepared by the Consultant without obtaining the Consultant's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore the Client agrees to waive any claim against the Consultant and to release the Consultant from any liability arising directly or indirectly from such changes.

Timeliness of Performance: The Client and Consultant are aware that many factors outside the Consultant's control may affect the Consultant's ability to complete the services to be provided under this Agreement. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices.

Standard of Care: In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Consultant makes no warranty, either express or implied, as to the professional services rendered under this Agreement.

Limitation of Liability: In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed the Consultant's total fee for services rendered on this Project. Upon written request from client, consultant may negotiate a higher limitation for additional consideration. This limitation shall apply regardless of available professional liability insurance coverage, cause(s) or the theory of liability, including negligence, indemnity, or other recovery. This limitation shall not apply to the extent the damage is paid under consultant's commercial general liability policy.

Ownership of Instruments of Service: The Client acknowledges the Consultant's construction documents, including electronic files, as the work papers of the Consultant and the Consultant's instruments of professional service. Nevertheless, upon completion of the services and payment in full of all monies due to the Consultant, the Client shall receive ownership of the final construction documents prepared under this Agreement. The Client shall not reuse or make any modification to the construction documents without the prior written authorization of the Consultant. The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way related to or connected with the unauthorized reuse or modification of the construction documents by the Client or any person or entity that acquires or obtains the construction documents from or through the Client without the written authorization of the Consultant.



July 10, 2025

Ryan Cerniglia, P.E.
TWM, Inc.
3701 South Lindbergh Boulevard, Suite 100
St. Louis, Missouri 63127

RE: Geotechnical Exploration Proposal
Lake School Park Improvements
Creve Coeur, Missouri
SCI No. 2025-1235.10, .G0

Dear Ryan Cerniglia:

At your request, SCI Engineering, Inc. (SCI) is providing this Geotechnical Exploration proposal for the referenced project. The purpose of our geotechnical services will be to explore the subsurface conditions and develop design and construction recommendations for the foundations, pavements, and earth-related phases of the project.

PROJECT DESCRIPTION

Improvements are planned for Lake School Park, which is located at 581 Coeur De Ville Drive in Creve Coeur, Missouri. The park consists of grass soccer fields, three tennis courts, a restroom building, and asphalt pavements including a driveway and parking lot with 42 parking stalls. Overall topography of the current and proposed developed portion of the site generally slopes from the north downward to the south. The easternmost portion of the site also slopes from Coeur De Ville Drive at the east side downward to the west. There is approximately 25 feet of relief across the site.

Based on the *Conceptual Layout Concept #2* plan, dated February 6, 2024 and prepared by Thouvenot, Wade & Moerchen, Inc. (TWM), the park improvements will include demolition of the existing tennis courts and construction of three new post-tensioned tennis courts, four new post-tensioned pickleball courts, a 1,500 square-foot (sf) covered shelter, a 600 sf storage building, a new patio with seating, a playground, pavement reconstruction to include 13 additional parking stalls, an entrance monument, and a crushed limestone walking path. Two new bioretention basins will also be constructed at the south side of the park.

Due to the existing slope at the site, retaining walls are planned at six locations. Walls retaining cut soils are planned along the north side of the proposed walking path, at the north side of the playground, along the north and east sides of the new parking stalls in the northeast corner of the parking lot, and at the north and east sides of the new pickleball courts. Walls retaining fill soils are planned along the south side of the reconstructed parking lot and along a portion of the walking path at the southeast corner of the site. Grading plans have not been provided. Maximum cuts and fills up to approximately 5 to 6 feet are assumed.

GEOTECHNICAL SERVICES

Geotechnical Services

We will locate the borings in the field using a handheld global positioning system; and interpolate surface elevations at the boring locations using the most recent topographic plan made available to us. If more accurate data are required, we recommend that you retain the project surveyor to stake the boring locations and provide surface elevations.

We will then explore the subsurface conditions by drilling the requested eight borings and two pavement cores as shown on the *Boring and Core Location Plan*. A summary of the proposed boring depths and footage is provided in Table 1.

Table 1 –Test Boring Summary

Boring Numbers	Number of Borings	Boring Depths (feet)	Drilling Footage (feet)
B-1 and B-8	2	20	40
B-2, B-4, B-6, and B-7	4	15	60
B-3 and B-5	2	10	20
Total	8	---	120

The borings will be drilled to their planned depths unless auger refusal terminates drilling at shallower depths, and the pavement cores will be advanced through the existing pavement materials to the underlying subgrade. The borings may be slightly offset as necessary from the requested locations due to site accessibility. The borings will be sampled with Standard Penetration tests (SPTs) at 2½-foot intervals in the upper 10 feet and at 5-foot intervals thereafter. Relatively undisturbed Shelby tubes will be obtained at select locations in lieu of SPTs.

B-1, the borehole in the playground area, will be backfilled with sand or gravel following completion of drilling. Bentonite chips will be used to backfill B-3 and B-5, the two borings in the proposed bioretention basins. The remainder of the borings will be backfilled with auger cuttings. The pavement cores will be patched with cold-patch asphalt.

Upon completion of the field exploration, the samples will be transported to our laboratory for classification and characterization. We will measure the moisture content of each cohesive sample. Hand penetrometer values, which provide an indication of strength, will be obtained for each apparently intact cohesive sample. Atterberg limits and grain size analysis tests will be performed on selected samples to aid in classification and assessing the volume change characteristics of the subgrade soils. Natural density and unconfined compressive strength testing will be performed on select Shelby tube samples.

Our findings and recommendations, along with supporting data, will be presented in a formal report, which will address each of the following:

- A summary of asphalt and base material thicknesses at the pavement core locations;
- General location, description, and disposition of existing fill materials, if encountered;

- Discussion regarding the native subgrade material type, strength and composition;
- Influence of groundwater and/or bedrock, if encountered, on design and construction;
- Shrink/swell potential of subgrade soils;
- Allowable bearing pressures and depths for new shallow foundations;
- Provision of Post Tensioning Institute (PTI) slab design parameters for the new courts;
- Bearing pressures and lateral earth pressures for the design of below-grade and retaining walls;
- Pavement design recommendations, including both flexible asphaltic and rigid concrete pavement options, based on local experience and general soil types encountered;
- Anticipated settlement based on general soil characteristics;
- Structural fill considerations, including the suitability of on-site soils for use and engineering criteria for placement; and
- Site development and geotechnical construction recommendations.

Private Utility Locate (if needed)

Private utilities, which will not be marked by Missouri One Call (811), may be present near the proposed boring locations. A private utility locate may be required if the Owner cannot mark the location of these utilities or provide plans showing their location. SCI can provide a private utility locate for the fee in Table 1. The private utility locate fee includes scanning the area within a perimeter around each test location and marking identified underground features with spray paint or flags. No other documentation is included in the fee. If the locations of identified underground features are required, we recommend that the project surveyor be retained to document the locations.

COST AND SCHEDULE

We will provide the geotechnical services for the project as detailed above for the fees shown in Table 2.

Table 2 – Services, Fees, and Estimated Timeframes

Service	Fee (\$)	Estimated Timeframe
Geotechnical Exploration and Report	9,350.00	Drilling within three weeks from authorization. One day of drilling anticipated. Preliminary findings within three days after drilling. Report issuance within three weeks after drilling.
Private Utility Locate	2,800.00	Prior to drilling fieldwork.

You will be invoiced for these fees upon project completion and payment is due upon receipt of the invoice. To facilitate prompt payment, SCI accepts Visa and MasterCard in addition to normal payment methods. If you wish to pay via credit card, please contact the undersigned for specific instructions.

Our estimated schedule assumes our personnel will be allowed access to the site within five working days from formal authorization.

Conditions and Considerations

- The above fee is based on a maximum of 120 feet of soil drilling. If the encountered subsurface conditions indicate that more than the planned total of soil drilling would be beneficial, and you authorize additional exploration, it would be provided for \$45.00 per foot. No costs associated with union labor or permits are included in this proposal.
- This proposal assumes that the site access authorization, including access to the proposed boring locations for a conventional, rubber-tired, all-terrain mounted, drill rig. No clearing, grading, benching, or removal of site obstacles has been included in this proposal. It also assumes that you will provide marked locations of privately owned, below-grade, utility lines within the project area prior to mobilization of the drill rig. **SCI can provide a private utility locate at the borings for the fee in Table 2.**
- We assume an area will be provided at the site to dispose of excess auger cuttings.
- Global stability analysis is not included in the scope or fee for this proposal as grading plans are not available or have not been provided. Once grading plans are available, a determination can be made regarding the necessity for global stability analysis and, if appropriate, a supplemental authorization agreement with our fee will be provided.
- We routinely contact the Missouri One-Call system to have the locations of public utilities marked; however, we will only be responsible for utilities brought to our attention prior to drilling.
- SCI performs the subsurface utility locating services using geophysical tools in general accordance with the Standard Guideline for Investigating and Documenting Existing Utilities (ASCE/UES/CI 38-22), and in general accordance with the standard of care and the accepted industry principles. However, SCI cannot and does not guarantee the accuracy of the utility locations reported for the following reasons. The geophysical methods are non-invasive and have limitations. The effectiveness of the geophysical instruments used for subsurface utility locating depends on multiple factors such as, but not limited to, utility size, depth, condition, composition (e.g., metal, PVC), congestion, general site conditions (clayey soils, reinforced concrete, subsurface material moisture content), overhead power lines and access to exposed utilities. Not all utilities present within a survey area may be imaged due to these limitations.

We recommend that all vehicles and other non-fixed obstructions be removed from the utility locating survey areas and relocated to a distance of at least 30 feet away to ensure the areas are fully cleared and to minimize the risk of interference. Some utilities, such as non-metal (e.g., clay and plastics) pipes and fiber optic cables without tracer wires, may not be imaged by the geophysical tools. Utility depths provided from the geophysical surveys are estimated and should be treated as such. Geophysical interpretations are non-unique, and ground-truthing verification is required for constraining and verifying the interpretations.

- Construction phase engineering support and material testing services are excluded from this proposal. SCI can work with you to provide a proposal for these services once the project design and schedule are solidified.

- In providing services under this Agreement, SCI will endeavor to perform in a manner consistent with that degree of care and skill ordinarily considered as regionally acceptable practice and exercised by members of the same profession currently practicing under similar circumstances. SCI makes no warranty, express or implied, as to its professional services rendered under this Agreement.
- Our fee, which is valid for up to 30 days from the date of this proposal, does not include out-of-scope services that might be added during the course of our work; nor does it include additional services that might be requested following completion of our report, such as attendance at project meetings; subsequent consultation; or review, signing, and sealing of project plans. Such services will be provided in accordance with the enclosed *Acceptance of Proposal for Professional Services*, and billed at our then-current hourly rates, or as otherwise agreed.

CLIENT RESPONSIBILITIES AND AUTHORIZATION

If the work order outlined herein is acceptable, please provide formal authorization to proceed by completing, signing, and returning the enclosed *Acceptance of Proposal for Professional Services* sheet. This sheet provides important information regarding report distribution and invoicing. Formal authorization is necessary prior to the initiation of the activities outlined herein. SCI services will be performed for the signatory of the enclosed form. Written consent must be provided by SCI should anyone other than the client (signatory) wish to excerpt, or rely on, the results of our activities. The enclosed *General Terms and Conditions* will also apply to any future services you authorize for this project.

We appreciate the opportunity to be of service to you on this project. Please call if you have any questions, if you would like to discuss the above scope or schedule in any way.

Respectfully,

SCI ENGINEERING, INC.



Darren W. Lantz, P.E.
Senior Engineer

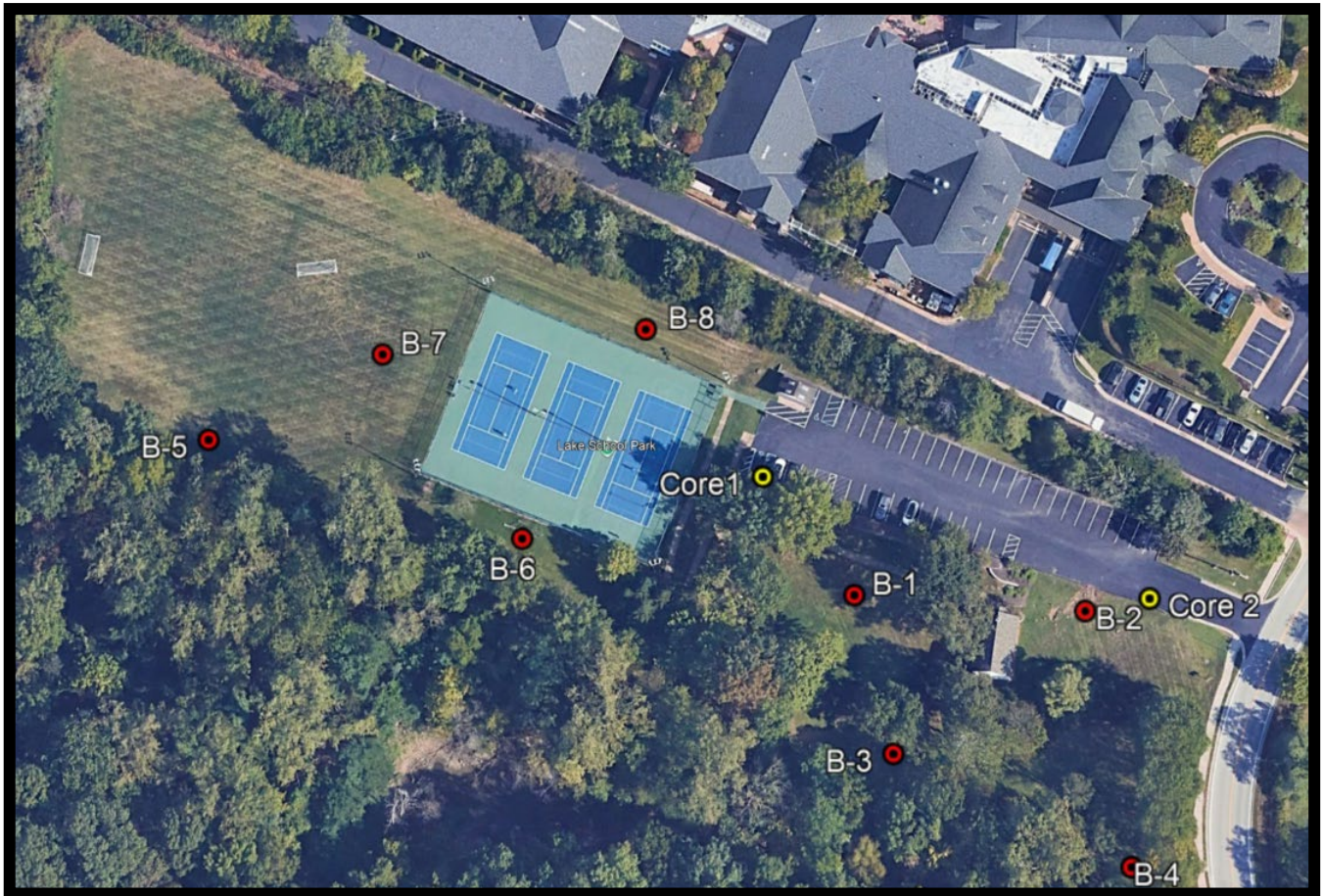


Timothy J. Barrett, P.E., CFM
Geotechnical Services Manager

DWL/EVT/TJB/tlw

Enclosures: Boring and Core Location Plan
Acceptance of Proposal for Professional Services
General Terms and Conditions

BORING AND CORE LOCATION PLAN





SCI ENGINEERING, INC.
130 Point West Boulevard
St. Charles, Missouri 63301
636-949-8200
www.sciengineering.com

ACCEPTANCE OF PROPOSAL FOR PROFESSIONAL SERVICES

Project Name: Lake School Park Improvements – Geotechnical Exploration

Project Number: 2025-1235.10, .G0 / DWL, EVT

Date: July 10, 2025

Fees: Please indicate your selection by placing a check mark in the appropriate box below:

Geotechnical Exploration and Report	\$9,350.00 ☐
Private Utility Locate	\$2,800.00 ☐

Please provide formal authorization to proceed by completing, signing, and returning this form. The attached terms and conditions will apply to the services outlined in the accompanying proposal.

Accepted By:

Name and Title: _____ Address: _____

Signature: _____ City, State, Zip: _____

Company Name: _____ Telephone: _____

Date: _____ Email: _____

Party responsible for payment: (if different than Accepted By)

Name and Title: _____ Address: _____

Signature: _____ City, State, Zip: _____

Company Name: _____ Telephone: _____

Date: _____ Email: _____

Report Distribution (Note: Additional printed report copies after final submittal will be billed at \$25.00 each)

Company and Contact Name: _____ Address (Printed) or Email (Electronic): _____ No. Printed Reports _____

NOTICE TO OWNER: (FOR SITES IN MISSOURI ONLY)

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429.RSMo. TO AVOID THIS RESULT, YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOU PAYING FOR LABOR AND MATERIAL TWICE.



SCI ENGINEERING, INC.

650 Pierce Boulevard
O'Fallon, Illinois 62269
618-624-6969
www.sclengineering.com

GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE OF AGREEMENT** The terms and conditions of the agreement between the client and SCI ENGINEERING, INC. (hereinafter called SCI) are detailed below and have been established to allocate risks between both. For the purposes of convenience, the client may choose to orally authorize our service, in which case the client agrees that the verbal agreement constitutes formal acceptance of the terms and conditions detailed below. Subsequent to an agreement by both parties to perform the services, modifications to the terms and conditions are prohibited.

2. **SITE ENTRY** You, the Client, will provide for right of entry of SCI or employees of firms working under the direction of SCI, and all necessary equipment, in order to perform the work. Although SCI will exercise reasonable care in performing its services, the Client understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this agreement. The client agrees, to the fullest extent permitted by law, to indemnify and hold harmless SCI and its subconsultants against any damages, liabilities, or costs, arising or allegedly arising from procedures associated with testing or investigative activities to the fullest extent permitted by law. If you desire or require us to restore the site to its former condition, upon written request, we will perform such additional work as is necessary and you agree to pay all costs incurred.

3. **SUBSURFACE STRUCTURES OR UTILITIES** ~~The Client will furnish to SCI information identifying the type and location of utility lines and other man-made objects beneath the site's surface. SCI will take reasonable precautions to avoid damaging these man-made objects. You agree to waive any claim against SCI, and to defend, indemnify and hold SCI harmless from any claim or liability for injury or loss allegedly arising from SCI's damaging underground utilities or other man-made objects that were not called to SCI's attention, or which were not properly located on plans furnished to SCI.~~

4. **SAMPLES** Soil, rock, water, or other samples obtained from the project site are your property. SCI shall preserve such samples for no longer than thirty (30) calendar days after the issuance of any document that includes the data obtained from them, unless other mutually agreed arrangements are documented.

Concrete test specimens will be discarded after testing. If project specification strengths are met, "hold" cylinders will be discarded at that time.

If in SCI's opinion any of the samples collected may be affected by regulated contaminants, SCI shall package such samples in accordance with applicable law and client shall arrange for lawful disposal procedures. SCI shall not, under this agreement, arrange for or be responsible for the disposal of substances affected by regulated contaminants. Furthermore, unless detailed in a specific work scope, SCI is not responsible for any soil cuttings or produced groundwater generated for the purpose of sample collection that may be affected by regulated contaminants that are left at a job site and were generated for the collection of soil and groundwater samples. SCI will, at the client's request, help the client identify appropriate alternatives for the off-site treatment, storage, or disposal of these materials, for additional fees.

5. **GENERAL LIABILITY AND LIMITATION** SCI agrees to hold you harmless and to indemnify you on account of any liability due to bodily injury or property damage to the extent directly caused by our negligent operational acts, but such hold harmless and indemnity will be limited to that covered by our comprehensive general liability insurance. At your request, SCI will provide certificates evidencing such coverage and will purchase additional limits of liability that you may require as a separate cost item to be borne by you.

You shall not be liable to SCI and SCI shall not be liable to you for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by you or SCI, their employees, agents, or subcontractors. Consequential damages include, but are not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damage that any party may have incurred from any cause of action, including, but not limited to negligence, strict liability, breach of contract, or breach of warranty.

6. **SHARED RISK ALLOCATION** The Client and SCI agree to allocate certain of the risks so that, to the fullest extent permitted by law, SCI's total aggregate liability to the Client is limited to \$50,000.00 for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's and expert witness' fees) arising out of this AGREEMENT from any cause or causes. Such causes include, but are not limited to, SCI's negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability based upon contract, tort, or statute. Higher limits may be available upon request and additional negotiated fee.

Limitations on liability, waivers and indemnities in this Agreement are business understandings between the parties and shall apply to all legal theories of recovery, including breach of contract or warranty, breach of fiduciary duty, tort (including negligence), strict or statutory liability, or any other cause of action. You agree that you will not seek damages in excess of the contractually agreed-upon limitation directly or indirectly through suits against other parties who may join the Consultant as third-party defendant. None of the insurance or indemnity obligations under this agreement shall be deemed to be with a waiver of this limitation of liability provision.

7. **INVOICES** You will make all payments in accordance with SCI's invoices, and payment is due upon receipt of invoice. A fee of 1 1/2 percent per month will be payable on any amounts not paid within thirty (30) days, payment thereafter to be applied first to accrued interest and then to your unpaid amount. You agree to pay invoices under these terms and to bear collection fees, court costs, or any other reasonable expense involved in the collection of amounts not paid.

8. **HAZARDOUS MATERIALS; NOTIFICATION OF AND DISCOVERY OF** When hazardous materials are known, assumed, or suspected to exist at a site, SCI is required to take appropriate precautions to protect the health and safety of its personnel, to comply with applicable laws and regulations, and to follow procedures that SCI deems prudent to help minimize physical risks to employees and the public. ~~You warrant that you have provided to SCI all available information about type and location of known and suspected hazardous materials on, under, or adjacent to the project site.~~

The discovery of unanticipated hazardous or suspected hazardous materials will constitute a changed condition mandating termination of services if SCI and you are unable to renegotiate the scope of service in a timely manner. SCI will notify you as soon as practically possible should SCI encounter unanticipated hazardous or suspected hazardous materials.

The discovery of unanticipated hazardous or suspected hazardous materials may make it necessary for SCI to take measures that in SCI's professional opinion are needed to help preserve and protect the health and safety of SCI's personnel and of the public, and/or to preserve and protect the environment. ~~As a condition precedent to the provision of service for this project, you agree to~~

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DPN

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~~compensate SCI for the additional fees and costs associated with any such measures and further agree to defend, indemnify, and hold harmless from any claim or liability for injury or loss arising from SCI's encountering unanticipated hazardous or suspected hazardous materials.~~

DPN

9. CONTAMINATION OF AN AQUIFER Unavoidable contamination of soil or groundwater may occur during subsurface exploration, as when drilling or sampling tools penetrate a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading contaminants. ~~Because subsurface exploration is an essential aspect of the services that SCI will provide on your behalf, you shall indemnify, defend, and hold SCI harmless from any claim or liability for injury or loss which may arise as a result of contamination allegedly caused by subsurface exploration to the fullest extent permitted by law.~~

10. SITE SAFETY With respect to project site safety, SCI shall be responsible only for the on-site activities of its employees and subcontractors, and this responsibility shall not be construed to relieve you or the general contractor from your obligation to maintain a safe project site. Neither the professional activities of SCI, nor the presence of SCI's employees or subcontractors shall be construed to imply that SCI has any responsibility for any methods of work performance, procedures, superintendence, sequencing of operations, or safety in, on, or about the project site other than SCI's and SCI's subconsultants. You agree that the general contractor is responsible for project site safety and warrant that this intent shall be made evident in your agreement with the general contractor.

11. CONSTRUCTION COST ESTIMATES An opinion of construction cost prepared by SCI represents our judgment as a design professional and is supplied for your general guidance only. Since we have no control over the cost of labor and material, nor over competitive bidding or market conditions, we do not guarantee the accuracy of our opinion as compared to other sources, such as, contractor bids of actual cost to the owner.

12. DEFECTS IN SERVICE You and your personnel, contractors, and subcontractors shall promptly report to SCI any defects or suspected defects in SCI's work, in order that SCI may take prompt effective measures which in SCI's opinion will minimize the consequences of any such defect.

13. TERMINATION Any or all services being provided for you by SCI under these General Terms and Conditions or under separate contract may be terminated by either party upon seven (7) days prior written notice. In the event of termination, SCI shall be compensated by you for all services performed up to and including the termination date, including reimbursable expenses.

14. FORCE MAJEURE Any delays or failure of performance by SCI shall not constitute a default under this Agreement, if such delays or failures of performance are caused by occurrences beyond the reasonable control of SCI. Performance under this Agreement shall resume promptly once the cause or delay or failure ceases and SCI's schedule for performance shall be extended to the extent of such delay. Each party shall take reasonable steps to mitigate the impact of any such delay or failure.

DPN

15. ENVIRONMENTAL SITE ASSESSMENT An Environmental Site Assessment is conducted to render an opinion about the possibility of regulated contaminants being present on, in, or beneath the site specifically at the time services were conducted. Client understands that no matter how thorough an Environmental Site Assessment is, SCI cannot know or state factually that a site is unaffected by reportable quantities of regulated contaminants. Furthermore, even if SCI believes that reportable quantities are not present, the client bears the risk that such contaminants may be present or may migrate to the site after the study is complete. ~~Likewise, the client agrees to hold SCI harmless from any claim or liability for injury or loss arising from the unanticipated discovery of hazardous materials or suspected hazardous materials to the fullest extent permitted by law.~~

16. FAILURE TO FOLLOW RECOMMENDATIONS SCI disclaims any and all responsibility and liability for problems that may occur during implementation of SCI's plans, specifications, or recommendations when SCI is not retained to observe such implementation.

17. ALTERATION OF INSTRUMENTS OF SERVICE Client agrees that designs, plans, specifications, reports, proposals, and similar documents prepared by SCI are instruments of professional service, and as such, they may not under any circumstances be altered by any party except SCI. Client warrants that SCI's instruments of service will be used only and exactly as submitted by SCI. Accordingly, Client shall waive any claim against SCI and shall, to the fullest extent permitted by law, indemnify, defend, and hold SCI harmless of any claim or liability for injury or loss arising from unauthorized alteration of SCI's instruments of service.

18. MOLD DISCLAIMER The services performed by SCI, unless specifically addressed in our scope of services, are not intended to take into account indoor amplification of mold. SCI's services may comment on depth to groundwater and site drainage, but in no instance is this to be interpreted that we were specifically intending to reduce moisture contents and/or humidity measurements within the structure as they may relate to mold. Client understands our services, unless specifically expressed in our work scope, are in no way intended to address the potential for mold infestation, and, as such, agrees to indemnify and hold SCI harmless from any claim alleging that SCI's services caused or aggravated a mold infestation to the fullest extent permitted by law.

19. OTHER PROVISIONS You agree that this contract is entered into by the parties for the sole benefit of the parties to the contract, and that nothing in the contract shall be construed to create a right or benefit for any third party.

a. You agree that any and all limitations of SCI's liability and indemnifications by you shall include and extend to those individuals and entities SCI retains for performance of the services under this Agreement, including but not limited to SCI's officers, directors, and employees and their heirs and assigns, and SCI's subconsultants.

b. In an effort to resolve any conflicts that arise during or following completion of the project, you and SCI agree that all disputes between us arising out of or related to this Agreement shall be submitted to non-binding mediation as a condition precedent to institution of any formal legal proceeding, unless the parties mutually agree otherwise in writing.

c. THE PARTIES TO THIS CONTRACT HEREBY AGREE TO SUBMIT ANY SUCH DISPUTE TO THE CIRCUIT COURT OF ST. CHARLES COUNTY, STATE OF MISSOURI.

d. Test borings and test pits are an accepted and informative means of subsurface exploration. However, in the nature of things, they cannot indicate with absolute certainty the nature of the subsurface conditions between and sample locations of the exploration and below the termination of the borings or pits. Therefore, a report based on test borings, test pits, or other exploration method cannot ascertain the nature of the subsurface conditions between and beyond the specific sample locations. If conditions different than are indicated in our report come to your attention after you receive the report, it is recommended that you contact SCI immediately to inform SCI completely of what you have discovered and to authorize further evaluation, if appropriate.

e. Any recommendations provided in any correspondence, reports, plans, etc. from SCI are for the exclusive use of our client and are specific to the project covered by this contract. Recommendations provided by SCI are not meant to supersede more stringent requirements of local ordinances.

f. You may not assign this agreement to any other person or entity without the prior written consent of SCI. Any transfer of fifty percent or more of your equity interest or voting interest shall be deemed to be an assignment for this purpose.

g. SCI will perform all services under this agreement using the standard of care ordinarily used by firms performing such services in the locale where the services are being rendered. However, many factors influence the results from those services. As such, SCI expressly disclaims any warranty or guaranty as to the accuracy of such results. SCI's performance shall be solely judged against the foregoing standard of care.

Important Information about This Geotechnical Engineering Proposal

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected*. During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final*, because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation*

is an offer to better manage your risk. Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk “Catch-22” situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report’s recommendations when another firm performs the services needed to evaluate the recommendations’ adequacy.* The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project’s geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

Realize That Geoenvironmental Issues Have Not Been Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project ***is not*** a mold prevention consultant; ***none of the services being offered have been designed or proposed for the purpose of mold prevention.***

Have the Geotechnical Engineer Work with Other Design Professionals and Constructors

Other design team members’ misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by having your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members’ plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

Read Responsibility Provisions Closely

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled “limitations,” many of these provisions indicate where geotechnical engineers’ responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal’s provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Rely on Your Geotechnical Engineer for Additional Assistance

Membership in the Geoprofessional Business Association (GBA) exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with a GBA-member geotechnical engineer for more information. Confirm a firm’s membership in GBA by contacting GBA directly or at its website.



8811 Colesville Road/Suite G106, Silver Spring, MD 20910
Telephone: 301/565-2733 Facsimile: 301/589-2017
e-mail: info@geoprofessional.org www.geoprofessional.org

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Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property, boundary, easement, right-of-way, and other special surveys or data that the Owner may have that would assist the Engineer with scope of services, that are not otherwise identified for inclusion within the project Scope of Services listed in Attachment A.
 - 2. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas, that are not included in the Scope of Services listed in Attachments A.
 - 3. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
 - 4. Data or information from the City's Park Master Plan that will assist the Engineer with the layout and design of the improvements.
- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.

- E. Notify the property owners along the project for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- G. Provide reviews, approvals, and permits from all authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- H. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project.
- I. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- J. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- K. Perform or provide the following additional services: None.

This is **EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 16, 2025.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation For Basic Services – Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. A Lump Sum amount of \$95,500.00 based on the following estimated distribution of compensation:

a. <u>Project Management Phase</u>	<u>\$ 6,200.00</u>
b. <u>Design Development Phase (50%)</u>	<u>\$14,900.00</u>
c. <u>Construction Development Phase (95% & 100%)</u>	<u>\$25,659.00</u>
d. <u>Construction Administration Services</u>	<u>\$9,800.00</u>
e. <u>Subconsultant Services</u>	<u>\$38,941.00</u>

Breakdown of Subconsultant Services (For Information Only):

1) DTLS, Inc.	\$19,591.00
2) SCI Engineering, Inc.	\$ 9,350.00
3) SSC Engineering, Inc	\$ 10,000.00

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
4. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period.

- B. *Period of Service:* The compensation amount stipulated herewithin is conditioned on a period of service not exceeding 12 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Exhibit A, except for services as a consultant or witness, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

- B. *Other Provisions Concerning Payment For Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.15.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 2 to EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 16, 2025.

Standard Hourly Rates Schedule

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. Schedule:

TWM Hourly rates for services performed on or after the date of the Agreement are included in Attachment C – TWM Class II Schedule of Fees (2025). The Hourly Rates are subject to annual increases, which typically occur January 1 of each year.

***[Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
Intentionally Omitted – Reserved – This Page Left Blank Intentionally.]***

***[Exhibit E, Notice of Acceptability of Work.
Intentionally Omitted – Reserved – This Page Left Blank Intentionally.]***

*[Exhibit F, Construction Cost Limit.
Intentionally Omitted – Reserved – This Page Left Blank Intentionally.]*

Insurance

Paragraph 6.04 of the Agreement is supplemented to include the following agreement of the parties.

G6.04 Insurance

A. The limits of liability for the insurance required by Paragraph 6.04.A and 6.04.B of the Agreement are as follows:

1. By Engineer:

General Liability Insurance – The Hartford Insurance Company through Greyling Ins. Brokerage/EPIC

- **Commercial General Liability Insurance** – On a broad-form occurrence basis with limits of \$1,000,000 per each occurrence and \$2,000,000 in the general aggregate.
- **Contractual Liability**
- **Cross Liability**

Automobile Liability Insurance – The Hartford Insurance Company through Greyling Ins. Brokerage/EPIC

- **Automobile Liability Insurance** – Personal injury and property damage with combined single limits (each accident) of \$1,000,000.

Excess / Umbrella Liability – The Hartford Insurance Company through Greyling Ins. Brokerage/EPIC

- **Excess / Umbrella Liability** – On a broad-form occurrence basis with limits of \$10,000,000 per occurrence and in the aggregate.

Worker's Compensation Insurance – Trumbull Insurance Co/ USL & H – All States through Greyling Ins. Brokerage/EPIC

- **Worker's Compensation Insurance** – As required by statute, including Employers' Liability, with limits of:
 - \$1,000,000 each accident
 - \$1,000,000 disease – each employee
 - \$1,000,000 disease – policy limit

Professional Liability Practice Policy – Assured Partners of Washington LLC

- **A/E Professional Liability Insurance Policy** – With limits of \$2,000,000 per claim and \$2,000,000 in the annual aggregate through Travelers Casualty and Surety Co of America.
- **A/E Professional Liability Excess Insurance Policy** – With limits additional limits of

\$3,000,000 per claim and \$3,000,000 in the annual aggregate through RLI Insurance Company – effective after the exhaustion of the \$2,000,000/\$2,000,000 provided by Travelers Casualty and Surety Co of America.

CPM Policy (Cyber Liability) – Assured Partners of Washington – Coalition Insurance Solution, Inc.

- **Cyber, Privacy, & Media Risks Insurance Policy** – With limits of \$5,000,000 per claim and in the aggregate.

Aircraft & Commercial General Aviation Liability (Drone) – Global Aerospace through Greyling Ins. Brokerage/EPIC

- **Drone/Aircraft Insurance Policy** – With limits of \$15,000,000 per claim and in the aggregate. Third party war liability with limits of \$15,000,000 in the aggregate.

B. Additional Insureds:

1. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.04.A.

This is **EXHIBIT H**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 16, 2025.

Dispute Resolution

Paragraph 6.08 of the Agreement is amended and supplemented to include the following agreement of the parties:

H6.08 Dispute Resolution

- A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation by a mutually selected certified mediator or certified mediation service. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

Limitations of Liability

Paragraph 6.10 of the Agreement is supplemented to include the following agreement of the parties:

- A. *Limitation of Engineer's Liability.* Engineer's Liability: Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). This limitation does not apply to Engineer's liability for breach of contract or indemnity under the Agreement.
- B. *Indemnification by Owner:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project. Notwithstanding the foregoing, the City does not waive sovereign or official immunity.

***[Exhibit J, Special Provisions.
Intentionally Omitted – Reserved – This Page Left Blank Intentionally.]***

This is **EXHIBIT K**, consisting of __ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 16, 2025.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

1. *Background Data:*

Effective Date of Owner-Engineer Agreement: _____

- b. Owner: _____
- c. Engineer: _____
- d. Project: _____

2. *Description of Modifications:*

[NOTE TO USER: Include the following paragraphs that are appropriate and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

- a. Engineer shall perform or furnish the following Additional Services:
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:
- c. The responsibilities of Owner are modified as follows:
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
- e. The schedule for rendering services is modified as follows:
- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

[List other Attachments, if any]

5. Agreement Summary (Reference only)

a. Original Agreement amount:	\$ _____
b. Net change for prior amendments:	\$ _____
c. This amendment amount:	\$ _____
d. Adjusted Agreement amount:	\$ _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:

ENGINEER:

By: _____

By: _____

Title: _____

Title: _____

Date
Signed: _____

Date Signed: _____

RESOLUTION NO. 1830

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AUTHORIZING EXECUTION OF AN AGREEMENT WITH THOUVENOT, WADE & MOERCHEN, INC. (TWM) TO PROVIDE PROFESSIONAL ENGINEERING SERVICES RELATED TO LAKE SCHOOL PARK PHASE 1 – SITE DESIGN FOR THE NOT-TO-EXCEED LUMP SUM AMOUNT OF \$95,500.00.

WHEREAS, the City Council of the City of Creve Coeur recognizes a need for development of engineering design plans for Lake School Park Phase 1 which includes the layout and grading for a new playground, parking lot extension, walkways, storm water and various utilities, construction documents, construction administration, specifications, geotechnical investigation, hydraulic design, lighting design and cost estimates; and

WHEREAS, the cost for these services is based on the scope and number of estimated hours for the project at rates for those positions which are identified in “Exhibit A” the Professional Service Agreement; and

WHEREAS, Public Works staff has found that TWM is well qualified for the design of these services;

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

Section 1: The agreement between TWM and the City of Creve Coeur, attached hereto as “Exhibit A” to provide professional services related to Lake School Park Phase 1 – Site Design for the City of Creve Coeur is hereby approved for the not to exceed lump sum amount of \$95,500.00, including direct and indirect costs and the Interim City Administrator is authorized to execute that agreement. The agreement as executed shall be consistent with the provisions and intent of this Resolution and in the form of “Exhibit A” with such changes as may be deemed necessary by the executing officer. The Interim City Administrator and her 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 24TH DAY OF SEPTEMBER, 2025.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE, MRCC
CITY CLERK

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

Lake School Park Improvements – Phase 1
(TWM Project 221388A)

ENGINEER



Thouvenot, Wade & Moerchen, Inc.
3701 S. Lindbergh Blvd, Suite 100
St. Louis, Missouri 63127
Phone: (314) 241-6300
Email: rcerniglia@twm-inc.com

OWNER



City of Creve Coeur, Missouri
300 N. New Ballas Road
Creve Coeur, Missouri 63141
Phone: (314) 432-6000
Email: tdelia@crevecoeurmo.gov

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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of September 16 , 2025 (“Effective Date”) between
City of Creve Coeur, Missouri (“Owner”) and
Thouvenot, Wade & Moerchen, Inc. (TWM, Inc.) (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Lake School Park Improvements – Phase 1 ("Project").

Engineer's services under this Agreement are generally identified as follows:

Development of Engineering Plan documents from the previously established conceptual layouts and completing Plans, Specifications, and Estimates for Design Development and Construction Document stages. Improvements for Phase 1 will include the layout and grading for a new playground, parking lot extension, entrance monument, water quality basins, walking trail, and retaining walls

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.

- B. Owner shall pay Engineer as set forth in Exhibit C.
- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, for reasons beyond Engineer's control, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails to complete the performance required in this Agreement within the time set forth, as duly adjusted according to and for causes stated in Article 3.02.B above, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without

additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

- C. *Consultants:* Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Compliance with Laws and Regulations, and Policies and Procedures:
 - 1. Engineer and Owner shall comply with applicable Laws and regulations.
 - 2. Prior to the Effective Date, Owner provided to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under this Agreement. Engineer shall comply with such policies and procedures, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.
- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.
- H. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- I. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

- J. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.
- L. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration, processing Change Orders, revisions to the Contract Documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase engineering or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.
- B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. If the parties agree to other electronic transmittal procedures, such are set forth in Exhibit J.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures, such as verification of file version compatibility, within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting

from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.

- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- F. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies and as loss payees on any property insurance policies carried by Owner which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance and copies of endorsements evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and its Consultants' interests are covered and that in the event of payment of any loss or

damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds, additional insureds, or loss payees thereunder.

- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner and Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 *Suspension and Termination*

A. Suspension:

- 1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.

B. *Termination*: The obligation to provide further services under this Agreement may be terminated:

- 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the project are delayed or suspended by the Owner for more than the 90 days allowed in Paragraph 6.05.A.1 and no equitable adjustment of the project schedule is granted by the Owner, as is required under Paragraph 3.02.B.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure

cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

a. By Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.
2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 *Controlling Law*

A. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.
2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
3. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

6.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

6.09 *Environmental Condition of Site*

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.

- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any intentional or negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.
- C. *Environmental Indemnification:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *Percentage Share of Negligence:* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.11 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or

certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

- B. *Survival*: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability*: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims*: To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
 - 1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with this Agreement.
 - 2. *Agreement* – This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 - 3. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 - 4. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A of this Agreement.
 - 5. *Construction Contract* – The entire and integrated written agreement between Owner and Contractor concerning the Work.
 - 6. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner's costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

7. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
8. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.
9. *Contract Documents* – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
10. *Contractor* – The entity or individual with which Owner has entered into a Construction Contract.
11. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
12. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
13. *Effective Date* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
14. *Engineer* – The individual or entity named as such in this Agreement.
15. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
16. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
17. *Owner* – The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is

the same individual or entity that will enter into any Construction Contracts concerning the Project.

18. *PCBs* – Polychlorinated biphenyls.
19. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
20. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
21. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
22. *Record Drawings* – Drawings depicting the completed Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
23. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
24. *Resident Project Representative* – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
25. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
26. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
27. *Site* – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
28. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
29. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

30. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
31. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
32. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.
33. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. **(Intentionally omitted)**
- E. Exhibit E, Notice of Acceptability of Work. **(Intentionally omitted)**
- F. Exhibit F, Construction Cost Limit. **(Intentionally omitted)**
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Special Provisions. **(Intentionally omitted)**

K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement:*

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives:*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications:*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:
City of Creve Coeur, Missouri

Engineer:
Thouvenot, Wade & Moerchen, Inc.

By: _____

By: _____

Title: _____

Title: Marsha J. Maller, P.E. – Director of Land
Development Engineerin

Date _____

Date _____

Signed: _____

Signed: 09/16/2025

Engineer License or Firm's
Certificate No. 001528
State of: Missouri

Attest: _____

Title: Kellie Henke, City Clerk

Date _____

Signed: _____

Address for giving notices:

300 N. New Ballas Road

Creve Coeur, MO 63141

Address for giving notices:

3701 S. Lindbergh Blvd, Suite 100

St. Louis, MO 63127

Designated Representative (Paragraph 8.03.A):

Tom Delia

Designated Representative (Paragraph 8.03.A):

Ryan Cerniglia, PE

Title: Project Manager - Engineering

Title: Project Manager

Phone Number: (314) 872-2527

Phone Number: (314) 241-6300

Facsimile Number: (314) 872-2505

Facsimile Number: (314) 241-2391

E-Mail Address: tdelia@crevecoeurmo.gov

E-Mail Address: rcerniglia@twm-inc.com

This is **EXHIBIT A**, consisting of 8 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 16, 2025.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth in the attached pages of Attachment A – Scope of Services.

If authorized in writing (Exhibit K, Amendment to Owner-Engineer Agreement) by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed in the attached pages of Attachment A – Scope of Services.

[The Remainder of This Page Left Blank Intentionally.]

EXHIBIT A: SCOPE OF SERVICES FOR CIVIL ENGINEERING PROFESSIONAL SERVICES

THOUVENOT, WADE & MOERCHEN, INC.

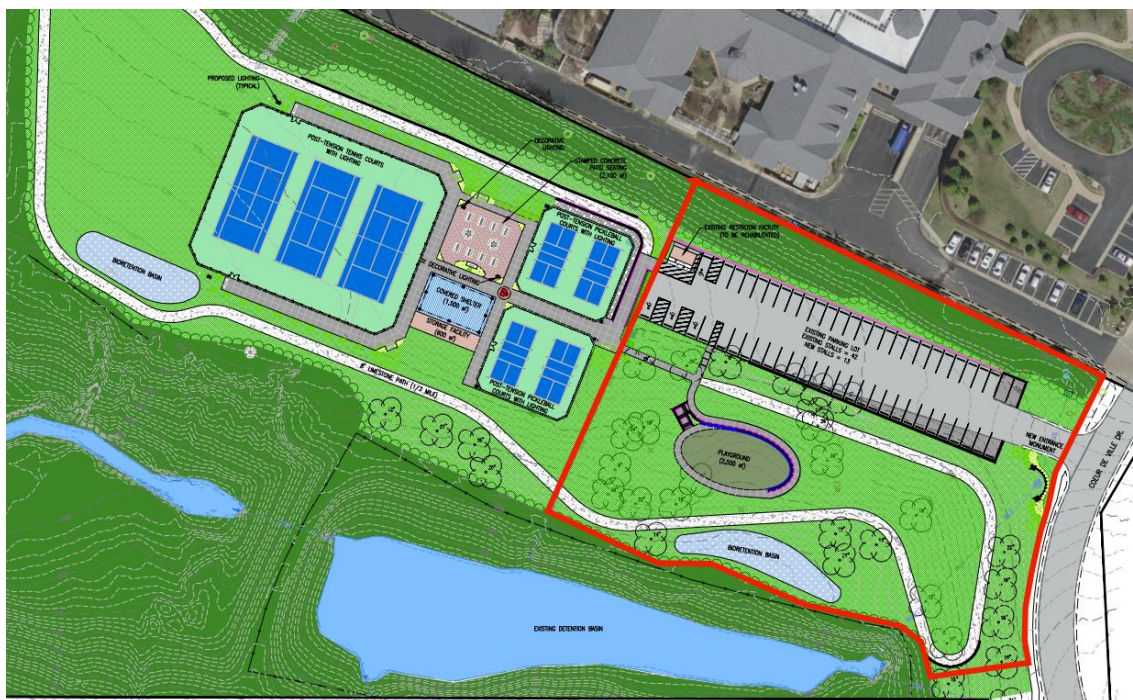
3701 S. Lindbergh Blvd, Suite 100

St. Louis, MO 63127

314.241.6300

WWW.TWM-INC.COM

ARTICLE 1 – PROJECT BACKGROUND AND DESCRIPTION



- 1.01 Lake School Park is an existing park located at 581 Coeur De Ville Drive in Creve Coeur, MO. The overall property is approximately 9.02-acres which consists of an existing 3 court tennis court, open space and large parking lot. The City is looking to improve 3.2 acres of the site as part of a two-phase development. In 2024, TWM prepared various conceptual layouts for potential site improvements. The first phase will include portions of a gravel walking path, a new playground, concrete walkways, parking lot extension, and various retaining walls. Phase two will connect the gravel walking paths, new post-tension tennis courts, paver plaza area, covered shelter and a storage facility.

The City has requested TWM to prepare a proposal to provide the engineering services and plan documents to bring the Conceptual Plan vision through construction. Civil engineering services will be provided for the following phases of the project: Project Management, Preliminary Design Phase (50%), Construction Document Phase (95% & 100%). This will include installation of stormwater BMP measures and stormwater quality permitting through the Metropolitan St. Louis Sewer District (MSD). Additional services will include Landscaping design for various plantings, bioretention planting materials, and tree protection. Geotechnical Investigation will be provided for both phases as part of this scope and electrical engineering assistance to accommodate services for future phases. Construction administration services will be conducted to address contractors' RFI's, shop drawings and attend pre-construction meetings. Construction observation services are not included in the scope but can be added as an additional service. A breakdown of all the scope of services can be found below.

ARTICLE 2 – SCOPE OF SERVICES – BASIC SERVICES

- 2.01 We agree to provide the following specific professional services.

Services	Remarks
----------	---------



A. Project Management Phase

Note: The scope of services for this phase will be performed throughout the duration of the project and amongst all phases.

1.	Project Management	This task includes management of the project, emails, meeting minutes, internal coordination and various coordination between consultants and client for the duration of the project.
2.	Attend Various Meetings with Client	It is anticipated that we will attend various meetings with the City's Public Works Department and Parks Department. We anticipate a total of three (2) two in-person meetings. Virtual meetings, phone calls, and email correspondences will be included in the project management scope as needed for project coordination.
3.	Quality Assurance / Quality Control (QA/QC) Review	A thorough internal QA/QC will be conducted for the technical analysis, plan review and submittal procedures prior to finalizing the submittal at each of the following milestones: Preliminary Design Phase and Construction Document Phases.

B. Design Development / Preliminary Design Phase (50%)

1.	Utility Coordination and Research	We will research the utility records available to us and the available record information from the City. We will contact Missouri American Water, Ameren and MSD for available record documents of the site.
2.	Technical Design	With the City's approved concept layout for Phase 1, we will establish the 50% design and inclusion into the plan sheet documents. Technical design elements will include: a finalized geometric layout design, CAD creation for the grading of the site, preliminary drainage design of storm sewers and grading of stormwater bioretention areas, a preliminary storm sewer layout and site demolition.
3.	Preliminary Electrical Analysis	Analysis will be performed on the existing conditions within the site and will include recommendations for future phase connections as well as relocation of existing transformers from the previous Lake School Building and new service for lighting of a future entrance monument.
4.	Playground Design Coordination with Suppliers / Manufacturers	It is our intent of this project to select a specific set of playground equipment and features for this project. As such, we will contact and coordinate the various suppliers and representatives to select a minimum of three playground design options to present to the City for review and overall selection by the PHP committee. If there is no consensus of agreed upon play equipment, TWM will take the City's input and provide one additional design option. The scope does not include continual revisions or modifications to the design.
5.	Wall and Seating Design Coordination with Suppliers / Manufacturers	We will contact and coordinate with various retaining wall suppliers and representatives to select a minimum of two wall and seating options around the playground to incorporate into our design. We will present these options to the City for review.
6.	Design Development & Construction Plan Documents	We will complete the design and improvements to further a set of plan sheets for the 50% design development phase which includes plan production, drafting, labeling, dimensioning, creation of notes and detailing the design. We anticipate including the following sheets: - Title Sheet (1 sheet) - General Notes (1 sheet) - Existing Conditions and Demolition Plan (1 sheets) - Site Geometrics with Storm Sewer (1 sheets) - Grading Plan (1 sheets) - Construction Details (1 sheets) - Landscaping Plan (sheets provided by DTLS – see below)



		Note: Water Quality BMP measures will be graphically shown in the phase with a detailed design and MSD standards established in the Construction Document Phase.
7.	Engineer's Estimate of Probable Cost (EEOPC).	One estimate of cost will be provided at the 50% design milestone utilizing available cost data for recent similar projects.
8.	Job Special Provisions	A listing of Job Special Provisions will be provided to the client. Completed JSPs will be performed in the Construction Document Phase.
9.	Tree Identification	The Landscape Architect will conduct an on-site investigation of the existing trees to identify the species and identify the existing tree protection priorities – results of this information may alter the site geometric placements.
10.	Landscape Design (provided by DTLS)	A preliminary landscape design will be established to the 50% design stage which will include the following plan sheets: • Tree Preservation Plan • Planting Plan • Soils Plan • Planting and Soils Details and Schedule Additionally, the landscape architect will prepare updated cost estimates.
C. Construction Document Phase (95% & 100%)		
1.	Technical Design	Upon receiving comments from the City on the Preliminary Engineering Phase, the technical design will be further established into the 95% and 100% plan sets. Technical design elements will include: finalizing geometric layout design, spot grade elevations, plan and profiles of utilities (storm sewer system), further establishment of bioretention BMP measures per MSD requirements. Additionally assist the Landscape Architect in the location of the designated planting areas. We will finalize the playground design and layout as well as retaining wall and seating wall with the manufacturers per material selection by the City. We will establish a plan and profile for retaining walls providing geometric layout and elevation data. Contractor will be responsible for the signed and sealed final structural plans for review.
2.	Construction Plan Documents & Production	We will complete the design and improvements to further a set of plan sheets for the 95% and 100% design sets which includes the plan production, drafting, labeling, dimensioning, creation of notes and detailing the design. We anticipate 25 sheets to include but not limited to: • Title Sheet (1 sheet) • General Notes (1 sheet) • Existing Conditions and Demolition Plan (1 sheets) • Site Geometric Plan (2 sheets) • Overall Grading & Erosion Control Plan (1 sheet) • Spot Elevation Plan (2 sheets) • Utility Plan & Profiles (1 sheets) • Erosion Control Details (1 sheet) • Construction Details & Typ. Sections (3 sheets) • Landscaping Plans (6 sheets) • Electrical Plans (2 sheets) • Drainage Area Maps (1 sheets) • BMP Drainage Area Map (1 sheet)



		• BMP Details (1 sheet) • BMP Cross Sections (1 sheet) • Retaining Wall Plan & Profile (2 sheets)
3.	MSD Stormwater Report	A stormwater report will be prepared and provided for MSD review and approval. This will consist of all the storm sewer calculations and stormwater BMP calculations, supporting documents, plans and required MSD approval documents. Stormwater management will be performed for water quality / BMP measures only. The project scope does not account for stormwater detention basin sizing, layout, or calculations for stormwater quantity measures.
4.	MSD Operations and Maintenance Report	MSD requires an Operation and Maintenance Report to cover all BMP and stormwater areas for the contractor and long-term maintenance by the owner. This task includes the preparation of the specific maintenance requirements and inspection requirements.
5.	MSD – BMP Maintenance Agreements	MSD will require Maintenance Agreements over all water quality BMP measures. This task includes the preparation of the legal documents for MSD permitting and legal approval as well as coordination with the City on obtaining an executed document.
6.	Job Special Provisions	Job Special Provisions will be prepared for inclusion of the bid documents and will follow the City of Creve Coeur's template. Most of the Technical Specifications will be shown on the plan documents. Front-end specifications shall be provided by the City. A performance specification will be prepared within the JSPs that will include direction to the contractor for the required playground equipment. Supporting manufacture information / renderings will be provided for the playground layout.
7.	Engineer's Estimate of Probable Cost (EEOPC).	An estimate of cost will be updated at the 95% and 100% design. A bid form will be provided to the City at the 100% stage to incorporate into the front end documents.
8.	Permitting	Permits will be resubmitted and further completed to the approval process. Permits include but not limited to: • MSD – Construction Permit • City of Creve Coeur – Building and Land Disturbance Storm Water Prevention and Pollution Plan (SWPPP) documents will be the responsibility of the contractor. Contractor is responsible for the application and obtaining a Land Disturbance Permit with MDNR under the NPDES Clean Water Act.
9.	Response to comments	Written responses and necessary plan revisions will be addressed for comments received from the City of Creve Coeur as well as the Metropolitan St. Louis Sewer District within a number of reasonable of requested revisions.
10.	Landscape Design	A preliminary landscape design will be established to the 50% design stage which will include the following plan sheets: • Tree Preservation Plan • Planting Plan • Soils Plan • Planting and Soils Details and Schedule The landscape architect will prepare updated cost estimates. Additionally, they will coordinate with the civil engineering and electrical engineering design.
11.	Electrical Design	Provide electrical systems design and calculations including power distribution, future entrance monument signage lighting and



		coordination with Ameren Missouri. This includes preparation of electrical drawings.
D. Construction Administration Phase		
1.	Project Management	This task includes management of the project, emails, and various coordination between contractors and client.
2.	Bidding Phase	Bidding phase services include assisting the client in obtaining bids for construction, attending a pre-bid meeting on behalf of the client; issue addendums, response to comments, RFI's or other methods of providing clarification; review evaluation criteria and tabulate received bid responses.
3.	Pre-Construction Meeting	Participate in a Pre-Construction Meeting with the selected contractor prior to commencement of work at the site.
4.	Shop Drawings and Samples Review	Review and approval are only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
5.	Addressing Request for Information (RFI's) as issued by the contractor.	Review and response to contractor's questions within a reasonable number of requests.
6.	Site Visits & Punchlist	We will conduct up to two site visits to observe the progress of the project and/or any on-site coordination necessary. We will conduct one punch list site visit and prepare an email or document listing any outstanding items for the contractor to address or repair.
6.	Landscape Architecture CA Services	The Landscape Architect will assist in the Construction Administration Phase for the following services: • Perform one (1) tree-tagging visit to a nursery or grower near St. Louis to identify and reserve trees for use on the project. • Review shop drawings, submittals, RFIs. • Perform one (1) site visit to observe the work in progress and field reports. • Evaluate work completed for acceptance or non-compliance (punch list items)

ARTICLE 3 – EXCLUDED SERVICES

3.01 While TWM, Inc. can provide the following services or obtain sub-consultants who can assist us with these services, the services listed below are not included within this contract:

- A. Performing any pot-holing or field investigation to physically locate utilities.
- B. Preparation or generation of a Plat of Survey.
- C. Surveying services for construction staking or layout.
- D. Performing any environmental / hazardous waste assessment or natural resources investigation and design; including but not limited to wetland investigation.
- E. Archeological / Historical / Cultural Exploration and/or consultation letters to SHPO.
- F. Preparing any documents, attending any meetings, design revisions or involvement of any board meetings, public outreach or public hearings.
- G. Any floodplain or floodway studies as required by local, state or federal agencies, except as noted above. Including application, submittal and analysis related to FEMA and MDNR.
- H. Preparing any traffic studies or traffic related analysis.



- I. Detailed layout of sprinkler heads and/or any irrigation.
- J. Design of any entrance monument feature.
- K. Design, layout and technical details and specifications for Phase 2 improvements including the tennis court and associated facilities.
- L. No architectural design services.
- M. Structural design services, including structural design of the retaining walls. Contractor will be required to provide signed and sealed structural drawings as part of their bid / shop drawing review.
- N. Design and calculations of any stormwater detention basins and/or stormwater quantity measures as listed by MSD, beyond the stormwater BMP quality measures listed in the scope of services. It is our understanding that stormwater quantity measures will not be required, and all drainage is directed to the existing detention basin to the south; however, MSD may have regulations or downstream stormwater issues that TWM is not aware of.
- O. Construction Observation and preparation of any record or as-Built drawings / documents.
- P. Any permit reviews necessary that is not listed in the Scope of Services. Any fees required for approvals or permits.
- Q. Any additional meetings than those listed above.
- R. Preparation of Front-End specifications documents.
- S. Preparing any record drawings or as-built drawings.
- T. This agreement does not include generating multiple versions of the civil engineering design or making continual revisions to the civil engineering design resulting in multiple revisions to the work performed by you or others. This agreement includes a maximum of one (1) revision to our schematic design scope of services as outlined here within.

ARTICLE 4 – INFORMATION WE NEED FROM YOU

- 4.01 We need you to provide us with some specific information so we can perform our Scope of Services. That includes:
- A. Provide TWM, Inc. with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
 - B. Furnish to TWM, Inc. any other available information pertinent to the Project including reports and data related to previous designs, or investigation at or adjacent to the Site.
 - C. Providing any front-end specifications and/or technical specifications and templates the City may want implemented into the bidding documents.
 - D. Any additional information available to you or to your consultants or contractors that might be applicable, necessary, or helpful to us in performing our Scope of Services.

ARTICLE 5 – UTILITY COORDINATION AND LOCATING SERVICES

5.01 Missouri One-Call

- A. We will make a Missouri One-call Design Stage Request, which is intended for architects, engineers and other customers who are in the design stage of a project. At this stage, Missouri One-Call is then supposed to locate utilities within five (5) days.
- B. If the Missouri One-Call member field locates their utilities, we will then survey those surface markings in order to indicate the approximate horizontal location of those utilities underground and will add to our topographic survey the horizontal location of those utilities as marked.
- C. Based upon the information above, by entering into this agreement with us, you agree and understand that:
 - 1. The Missouri One-Call Design Stage Request process may delay our starting or completing field services; and
 - 2. We are not responsible if existing utilities must be relocated or plan documents must be modified as a result of conflicts between utilities and our plans because Missouri One-Call, or a Missouri One-Call member company, refused to locate their utilities, located the utilities in error, provide incomplete or inaccurate drawings, or did not provide sufficient information in response to our request.



- D. It is the responsibility of you to provide us with any and all information that you have regarding subsurface utilities or other subsurface conditions that may not be identified through the Design Stage Request, but that might affect the design of the project.

ARTICLE 6 – SCHEDULE

6.01 The Phases of work are anticipated to be performed in accordance with the schedule below. Dates shown are beginning and ending for each phase.

- | | | |
|----|---|-------------------------------|
| A. | Notice to Proceed & Site Investigation..... | October 2025 |
| B. | Preliminary Plans and Estimate (50%) | October 2025 – November 2025 |
| C. | Construction Documents (95% & 100%) | November 2025 – February 2025 |
| D. | Bidding & Negotiation | February 2026 |
| E. | Construction | July 2026 – December 2026 |

Lake School Park - Phase 1 Improvements

City of Creve Coeur, Missouri

Proposal for Professional Services Rev. 3		Date:	08/28/2025
To:	Ryan Cerniglia	DTLS No.:	25025
	TWM, Inc.	Prepared by:	Brad Weitekamp DTLS
	3701 S. Lindbergh Blvd., Ste. 100	CC:	Emily Straka, DTLS
	St. Louis, Missouri 63127		Matt Snelling, DTLS
Attachments:	Lake School Park Scope Outline (provided by TWM)		

Thank you for the opportunity to provide this proposal for professional landscape architectural design services. The following describes and defines our understanding of this project:

Project Understanding

From discussions with TWM and the attached project scope outline:

The City seeks engineering design services for improvements to Lake School Park. Ultimately, the overall improvements will be implemented in two phases of construction. The first phase of design and construction will focus on the east half of the park. Primary goals are to evaluate the site to determine the optimal placement of a new playground, walking trails, bioretention basin(s), new park monument sign, and various other park elements. The design team will provide plans and specifications that will allow the City to bid and construct the project. The site design will include the grading, walkways, retaining walls, stormwater mitigation, and any other aspects needed to accommodate the footprint of the new playground and other changes to park elements.

While the site design needs to accommodate the new playground and equipment, the site design will include neither the selection nor the design of these features. It is understood the civil engineer will engage multiple playground equipment providers to provide their designs for the playground as part of their bid for the project, considering the space and budget available for those features.

The City's goal is to advertise the project for bids in January 2026 the start of construction by July 2026.

Scope of Services

DTLS will provide the following services:

1. Project Management

- 1.1. Up to three (3) virtual meetings - general progress status, design collaboration
- 1.2. Internal project administration and management

2. Reconnaissance / Surveying

- 2.1. Site walk with civil - Identify existing tree protection/preservation priorities onsite, species and condition identification
- 2.2. Engage facilities or maintenance teams regarding design direction and level-of-care standards
- 2.3. Review of preliminary cost estimate to establish 50% plan guidance



3. Schematic Design (Removed and absorbed essential tasks into Reconnaissance / Surveying)

4. Preliminary Design (50%)

- 4.1. Prepare and label drawings as required to illustrate the design intent at a design development level:
 - Tree Preservation Plan(s)
 - Planting Plan(s)
 - Planting Details and Schedules
- 4.2. Coordinate Grading and Drainage Plans with Engineer
- 4.3. Prepare draft specifications for applicable areas of work
- 4.4. Provide landscape cost estimate

5. Construction Documents (95% and 100% combined)

- 5.1. Prepare and label drawings suitable for constructing the proposed improvements, including:
 - Tree Preservation Plan(s)
 - Planting Plan(s)
 - Planting Details and Schedules
- 5.2. Coordinate Grading and Drainage Plans with Engineer
- 5.3. Prepare construction specifications for applicable areas of work
- 5.4. Update the landscape cost estimate

6. Bidding and Negotiation Support (Removed from scope of work)

7. Construction Review

- 7.1. Attend up to (3) OAC or construction coordination meetings during the construction period
- 7.2. Tree-Tagging within 150 miles of project site
- 7.3. Review and take appropriate action on shop drawings, submittals and substitution requests submitted for approval
- 7.4. Perform one (1) site visit to observe the work in progress for conformance with Construction Documents; prepare field report documenting onsite observations
- 7.5. Perform one (1) site visit to evaluate the completed work to determine acceptance or non-acceptance based on conformity with the Construction Documents; prepare punchlist documentation based on onsite observations

Services Not Included

- 1. Meetings in excess of those identified in scope of services
- 2. Any conceptual changes resulting in increased complexity or changes in design requiring rework once the documentation process per phase has been completed
- 3. 3D models / Physical Models
- 4. Additional renderings not described above
- 5. LEED/SITES documentation or special studies
- 6. Value engineering work sessions
- 7. Regulatory submission and permitting process to authorities having jurisdiction (above and beyond what has been specified in the scope of services)

Services Not Included and to be Provided By Others as Necessary

- 1. Survey of site, structures, topography, utilities and building(s)
- 2. Remediation for contaminated and/or problematic soils
- 3. Arborist certified tree evaluation survey



4. Stormwater management calculations, sizing of structure and conveyance systems profiles
5. Site utilities
6. Constructed wetlands or any treatment system for wastewater treatment and reuse
7. Site plumbing and associated mechanical systems for ponds and wetlands
8. Site electrical, electrical design and documentation for lighting and other landscape components requiring power
9. Structural details for walls and footings over 36" in height and/or light poles

Compensation

DTLS shall be compensated for performing the services as described above on a lump sum basis according to the table below, plus project-related reimbursable expenses.

Stage	Fee
Project Management	\$1,451
Reconnaissance / Surveying	\$1,380
Schematic Design (removed from scope of work)	\$0
Preliminary Design (50%)	\$8,250
Construction Documents	\$5,240
Bidding and Negotiation Support (removed from scope of work)	\$0
Construction Review	\$3,270
Total	\$19,591

Additional Services

Additional Services are in addition to the basic scope of services and, when requested in writing by the Client, shall entitle DTLS to additional compensation. Additional Services will be provided on an hourly basis at the billing rates listed below or the current hourly rates prevailing when services are rendered.

DTLS 2025 Hourly Rate Schedule

Position	Rate
Principal	\$189
Landscape Architect 1	\$140
Landscape Architect 2	\$113
Landscape Designer 1	\$108
Landscape Designer 2	\$98



Project Schedule

The anticipated design schedule, excluding approvals and permitting is as follows:

Stage	Duration
Notice to Proceed	October 2025
Reconnaissance and Schematic Design	October 2025
Preliminary Plans and Estimate (50%)	November 2025 - December 2025
Construction Documents (95% & 100%)	January 2026 - February 2026
Bidding and Negotiation Support	February 2026
Construction Review	July 2026 - TBD

Approval

Upon approval of this proposal and successful award of the project, it is understood that TWM, Inc. will issue a contract for the scope of work and fee described herein.

This proposal is valid for 60 days from the date of issuance.

We appreciate this opportunity and look forward to working with you on this project. Please call or email if you have any questions or comments.

DTLS, Inc.		TWM, Inc.	
Proposed by:		Approved by:	
			
Name:	Matt Snelling, Principal	Name:	
Date:	08/28/2025	Date:	

July 8, 2025

Mr. Ryan Cerniglia, PE
Project Manager
TWM Inc.
3701 S. Lindbergh Blvd., Suite 100
St. Louis, Missouri 63127
rcerniglia@twm-inc.com

Re: Lake School Park Phase 1
581 Coeur De Ville Drive
Creve Coeur, MO 63141
Electrical Consulting Proposal

SSC is pleased to submit the following Electrical consulting services proposal for your consideration in reference to the above project. The fee is based on the below design scope, our discussion on and conceptual plan emailed July 3, 2025, emails from July 1-8, and the RFP documents.

Scope:

The project consists of design services associated with the Phase 1 renovation of an existing ~ 6 acre City Park with tennis courts, parking and grass field space. Scope includes surveying existing electrical conditions, providing recommendations of reconfiguring the electrical service, distribution to maintain/refeed the existing facilities, and providing infrastructure for anticipated Phase 2 scope.

Design Includes:

- Electrical systems design and calculations including power distribution, entrance monument sign lighting and coordination with Ameren.
- Design coordination with Architectural, Landscape Architect, Civil, and Structural.
- Evaluation of applicable local, state, and industry codes and regulations.
- Electrical drawings for permitting.
- Drawings to be produced in CAD or Revit. (Revit limited to LOD 300.)
- Site plan backgrounds, survey information and architectural details to be provided for our use.
- Specifications for installation and material standards.
- Design coordination with design team for items provided in a timely fashion.
- Construction Phase Service limited to review of related shop drawings, answer RFIs, respond to City comments, and site visits outlined below.

Site Visits/Meetings:

- Time (excluding travel costs) is included for the following:
 - (1) One-person Site Visit for existing conditions.
 - (3) Virtual conferences during Design.
 - (1) One-person Electrical punch.
 - Additional site visits requested by Owner/Architect will be conducted at hourly rates below.

Exclusions:

- Site Lighting or photometric plans.
- EV chargers, motorized gates, renovating the existing restroom facility or new electrical services.
- Lightning Protection.
- Arc Flash calculations and reports.
- Solar panel design elements.
- LEED or other sustainable certification design considerations.
- Value engineering after completion of design development level documents.
- Sharing Revit or CAD outside of design team.
- Delegated design items.
- Identification of grants or rebates.
- Payback analyses.
- Cost estimates.
- Seismic support of MEPFP systems.
- Commissioning.
- Re-designs and changes initiated by others.
- Structural, Survey, Civil, Mechanical, Plumbing, Fire Protection or Environmental engineering services.

Compensation:

- Fixed fee for above Electrical scope: **\$6,500.**
 - SD Design 25%
 - DD Design 30%
 - CD Design 35%
 - CA Phase 10%
- Site lighting for Parking lot and Phase 1 path – Add \$3,500.

Include Services as part overall base fee (TWM confirmed)
- Design of video surveillance, access control, Public Address and intrusion detection systems – Add \$5,500
- Reimbursable expenses for mileage to the Site and printing expenses are excluded in the amounts above and estimate to be \$500. Cost per each additional site visit is fixed at \$1,000 per site visit per person.
- Additional services may be provided in accordance with the following hourly rates:

Principal:	\$195	Sr. Engineer:	\$175	Engineer:	\$135
Designer:	\$110	CAD:	\$85	Clerical:	\$75

Terms:

- Terms will be in accordance per attached. Notice to proceed is acceptance to terms.
- Client agrees to pay interest to SSC on all amounts invoiced and not paid or objected to in writing for valid cause, within fifteen (15) days from date Client is paid by the client at the rate of one (1.0) percent per month, until paid.
- If client makes payments with a credit card, client will be charged a 3.5% transaction fee.
- Proposal is valid for 30 days

Please review and let us know if this proposal is acceptable.

Thanks for the opportunity!

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeff Huettenmeyer", with a stylized flourish at the end.

Jeff Huettenmeyer, PE, LEED® AP

Proposal Accepted By: _____

Date: _____

Terms & Conditions – Professional Services Agreement

Scope of Service: The Client and the Consultant have agreed to a list of services the Consultant will provide to the Client, set forth in this agreement. If agreed to in writing by the Client and the Consultant, the Consultant shall provide Additional Services, which shall be identified in this agreement. Additional Services are not included as part of the Scope of Services and shall be paid for by the Client in addition to payment for the services included. Payment for Additional Services will be made by the Client, in accordance with the Consultant's prevailing fee schedule, as provided for earlier. Any services not set forth in this agreement are specifically excluded and consultant assumes no responsibility for those services.

Code Compliance: The Consultant shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of this agreement. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Consultant to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Service provisions of this Agreement.

Assignment: Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Consultant as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

Certification/Guarantee & Warranty: The Consultant shall not be required to sign any documents, no matter by whom requested, that would result in the Consultant's having to certify, guarantee or warrant the existence of conditions whose existence the Consultant cannot ascertain. The Client also agrees not to make resolution of any dispute with the Consultant or payment of any amount due to the Consultant in any way contingent upon the Consultant's signing any such certification.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.

Construction Observation: The Consultant shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and the Consultant, in order to observe the progress and quality of the Work completed by the Contractor. The Consultant shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work.

Dispute Resolution: In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation. If the dispute or any issues remain unresolved after good faith mediation by both parties, the parties agree to attempt resolution by submitting the matter to a court of competent jurisdiction

Indemnification: The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Information Provided by Others: The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Consultant shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.

Unauthorized Changes to Plans: In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents, including electronic files, prepared by the Consultant without obtaining the Consultant's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore the Client agrees to waive any claim against the Consultant and to release the Consultant from any liability arising directly or indirectly from such changes.

Timeliness of Performance: The Client and Consultant are aware that many factors outside the Consultant's control may affect the Consultant's ability to complete the services to be provided under this Agreement. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices.

Standard of Care: In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Consultant makes no warranty, either express or implied, as to the professional services rendered under this Agreement.

Limitation of Liability: In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed the Consultant's total fee for services rendered on this Project. Upon written request from client, consultant may negotiate a higher limitation for additional consideration. This limitation shall apply regardless of available professional liability insurance coverage, cause(s) or the theory of liability, including negligence, indemnity, or other recovery. This limitation shall not apply to the extent the damage is paid under consultant's commercial general liability policy.

Ownership of Instruments of Service: The Client acknowledges the Consultant's construction documents, including electronic files, as the work papers of the Consultant and the Consultant's instruments of professional service. Nevertheless, upon completion of the services and payment in full of all monies due to the Consultant, the Client shall receive ownership of the final construction documents prepared under this Agreement. The Client shall not reuse or make any modification to the construction documents without the prior written authorization of the Consultant. The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way related to or connected with the unauthorized reuse or modification of the construction documents by the Client or any person or entity that acquires or obtains the construction documents from or through the Client without the written authorization of the Consultant.



July 10, 2025

Ryan Cerniglia, P.E.
TWM, Inc.
3701 South Lindbergh Boulevard, Suite 100
St. Louis, Missouri 63127

RE: Geotechnical Exploration Proposal
Lake School Park Improvements
Creve Coeur, Missouri
SCI No. 2025-1235.10, .G0

Dear Ryan Cerniglia:

At your request, SCI Engineering, Inc. (SCI) is providing this Geotechnical Exploration proposal for the referenced project. The purpose of our geotechnical services will be to explore the subsurface conditions and develop design and construction recommendations for the foundations, pavements, and earth-related phases of the project.

PROJECT DESCRIPTION

Improvements are planned for Lake School Park, which is located at 581 Coeur De Ville Drive in Creve Coeur, Missouri. The park consists of grass soccer fields, three tennis courts, a restroom building, and asphalt pavements including a driveway and parking lot with 42 parking stalls. Overall topography of the current and proposed developed portion of the site generally slopes from the north downward to the south. The easternmost portion of the site also slopes from Coeur De Ville Drive at the east side downward to the west. There is approximately 25 feet of relief across the site.

Based on the *Conceptual Layout Concept #2* plan, dated February 6, 2024 and prepared by Thouvenot, Wade & Moerchen, Inc. (TWM), the park improvements will include demolition of the existing tennis courts and construction of three new post-tensioned tennis courts, four new post-tensioned pickleball courts, a 1,500 square-foot (sf) covered shelter, a 600 sf storage building, a new patio with seating, a playground, pavement reconstruction to include 13 additional parking stalls, an entrance monument, and a crushed limestone walking path. Two new bioretention basins will also be constructed at the south side of the park.

Due to the existing slope at the site, retaining walls are planned at six locations. Walls retaining cut soils are planned along the north side of the proposed walking path, at the north side of the playground, along the north and east sides of the new parking stalls in the northeast corner of the parking lot, and at the north and east sides of the new pickleball courts. Walls retaining fill soils are planned along the south side of the reconstructed parking lot and along a portion of the walking path at the southeast corner of the site. Grading plans have not been provided. Maximum cuts and fills up to approximately 5 to 6 feet are assumed.

GEOTECHNICAL SERVICES

Geotechnical Services

We will locate the borings in the field using a handheld global positioning system; and interpolate surface elevations at the boring locations using the most recent topographic plan made available to us. If more accurate data are required, we recommend that you retain the project surveyor to stake the boring locations and provide surface elevations.

We will then explore the subsurface conditions by drilling the requested eight borings and two pavement cores as shown on the *Boring and Core Location Plan*. A summary of the proposed boring depths and footage is provided in Table 1.

Table 1 –Test Boring Summary

Boring Numbers	Number of Borings	Boring Depths (feet)	Drilling Footage (feet)
B-1 and B-8	2	20	40
B-2, B-4, B-6, and B-7	4	15	60
B-3 and B-5	2	10	20
Total	8	---	120

The borings will be drilled to their planned depths unless auger refusal terminates drilling at shallower depths, and the pavement cores will be advanced through the existing pavement materials to the underlying subgrade. The borings may be slightly offset as necessary from the requested locations due to site accessibility. The borings will be sampled with Standard Penetration tests (SPTs) at 2½-foot intervals in the upper 10 feet and at 5-foot intervals thereafter. Relatively undisturbed Shelby tubes will be obtained at select locations in lieu of SPTs.

B-1, the borehole in the playground area, will be backfilled with sand or gravel following completion of drilling. Bentonite chips will be used to backfill B-3 and B-5, the two borings in the proposed bioretention basins. The remainder of the borings will be backfilled with auger cuttings. The pavement cores will be patched with cold-patch asphalt.

Upon completion of the field exploration, the samples will be transported to our laboratory for classification and characterization. We will measure the moisture content of each cohesive sample. Hand penetrometer values, which provide an indication of strength, will be obtained for each apparently intact cohesive sample. Atterberg limits and grain size analysis tests will be performed on selected samples to aid in classification and assessing the volume change characteristics of the subgrade soils. Natural density and unconfined compressive strength testing will be performed on select Shelby tube samples.

Our findings and recommendations, along with supporting data, will be presented in a formal report, which will address each of the following:

- A summary of asphalt and base material thicknesses at the pavement core locations;
- General location, description, and disposition of existing fill materials, if encountered;

- Discussion regarding the native subgrade material type, strength and composition;
- Influence of groundwater and/or bedrock, if encountered, on design and construction;
- Shrink/swell potential of subgrade soils;
- Allowable bearing pressures and depths for new shallow foundations;
- Provision of Post Tensioning Institute (PTI) slab design parameters for the new courts;
- Bearing pressures and lateral earth pressures for the design of below-grade and retaining walls;
- Pavement design recommendations, including both flexible asphaltic and rigid concrete pavement options, based on local experience and general soil types encountered;
- Anticipated settlement based on general soil characteristics;
- Structural fill considerations, including the suitability of on-site soils for use and engineering criteria for placement; and
- Site development and geotechnical construction recommendations.

Private Utility Locate (if needed)

Private utilities, which will not be marked by Missouri One Call (811), may be present near the proposed boring locations. A private utility locate may be required if the Owner cannot mark the location of these utilities or provide plans showing their location. SCI can provide a private utility locate for the fee in Table 1. The private utility locate fee includes scanning the area within a perimeter around each test location and marking identified underground features with spray paint or flags. No other documentation is included in the fee. If the locations of identified underground features are required, we recommend that the project surveyor be retained to document the locations.

COST AND SCHEDULE

We will provide the geotechnical services for the project as detailed above for the fees shown in Table 2.

Table 2 – Services, Fees, and Estimated Timeframes

Service	Fee (\$)	Estimated Timeframe
Geotechnical Exploration and Report	9,350.00	Drilling within three weeks from authorization. One day of drilling anticipated. Preliminary findings within three days after drilling. Report issuance within three weeks after drilling.
Private Utility Locate	2,800.00	Prior to drilling fieldwork.

You will be invoiced for these fees upon project completion and payment is due upon receipt of the invoice. To facilitate prompt payment, SCI accepts Visa and MasterCard in addition to normal payment methods. If you wish to pay via credit card, please contact the undersigned for specific instructions.

Our estimated schedule assumes our personnel will be allowed access to the site within five working days from formal authorization.

Conditions and Considerations

- The above fee is based on a maximum of 120 feet of soil drilling. If the encountered subsurface conditions indicate that more than the planned total of soil drilling would be beneficial, and you authorize additional exploration, it would be provided for \$45.00 per foot. No costs associated with union labor or permits are included in this proposal.
- This proposal assumes that the site access authorization, including access to the proposed boring locations for a conventional, rubber-tired, all-terrain mounted, drill rig. No clearing, grading, benching, or removal of site obstacles has been included in this proposal. It also assumes that you will provide marked locations of privately owned, below-grade, utility lines within the project area prior to mobilization of the drill rig. **SCI can provide a private utility locate at the borings for the fee in Table 2.**
- We assume an area will be provided at the site to dispose of excess auger cuttings.
- Global stability analysis is not included in the scope or fee for this proposal as grading plans are not available or have not been provided. Once grading plans are available, a determination can be made regarding the necessity for global stability analysis and, if appropriate, a supplemental authorization agreement with our fee will be provided.
- We routinely contact the Missouri One-Call system to have the locations of public utilities marked; however, we will only be responsible for utilities brought to our attention prior to drilling.
- SCI performs the subsurface utility locating services using geophysical tools in general accordance with the Standard Guideline for Investigating and Documenting Existing Utilities (ASCE/UES/CI 38-22), and in general accordance with the standard of care and the accepted industry principles. However, SCI cannot and does not guarantee the accuracy of the utility locations reported for the following reasons. The geophysical methods are non-invasive and have limitations. The effectiveness of the geophysical instruments used for subsurface utility locating depends on multiple factors such as, but not limited to, utility size, depth, condition, composition (e.g., metal, PVC), congestion, general site conditions (clayey soils, reinforced concrete, subsurface material moisture content), overhead power lines and access to exposed utilities. Not all utilities present within a survey area may be imaged due to these limitations.

We recommend that all vehicles and other non-fixed obstructions be removed from the utility locating survey areas and relocated to a distance of at least 30 feet away to ensure the areas are fully cleared and to minimize the risk of interference. Some utilities, such as non-metal (e.g., clay and plastics) pipes and fiber optic cables without tracer wires, may not be imaged by the geophysical tools. Utility depths provided from the geophysical surveys are estimated and should be treated as such. Geophysical interpretations are non-unique, and ground-truthing verification is required for constraining and verifying the interpretations.

- Construction phase engineering support and material testing services are excluded from this proposal. SCI can work with you to provide a proposal for these services once the project design and schedule are solidified.

- In providing services under this Agreement, SCI will endeavor to perform in a manner consistent with that degree of care and skill ordinarily considered as regionally acceptable practice and exercised by members of the same profession currently practicing under similar circumstances. SCI makes no warranty, express or implied, as to its professional services rendered under this Agreement.
- Our fee, which is valid for up to 30 days from the date of this proposal, does not include out-of-scope services that might be added during the course of our work; nor does it include additional services that might be requested following completion of our report, such as attendance at project meetings; subsequent consultation; or review, signing, and sealing of project plans. Such services will be provided in accordance with the enclosed *Acceptance of Proposal for Professional Services*, and billed at our then-current hourly rates, or as otherwise agreed.

CLIENT RESPONSIBILITIES AND AUTHORIZATION

If the work order outlined herein is acceptable, please provide formal authorization to proceed by completing, signing, and returning the enclosed *Acceptance of Proposal for Professional Services* sheet. This sheet provides important information regarding report distribution and invoicing. Formal authorization is necessary prior to the initiation of the activities outlined herein. SCI services will be performed for the signatory of the enclosed form. Written consent must be provided by SCI should anyone other than the client (signatory) wish to excerpt, or rely on, the results of our activities. The enclosed *General Terms and Conditions* will also apply to any future services you authorize for this project.

We appreciate the opportunity to be of service to you on this project. Please call if you have any questions, if you would like to discuss the above scope or schedule in any way.

Respectfully,

SCI ENGINEERING, INC.



Darren W. Lantz, P.E.
Senior Engineer

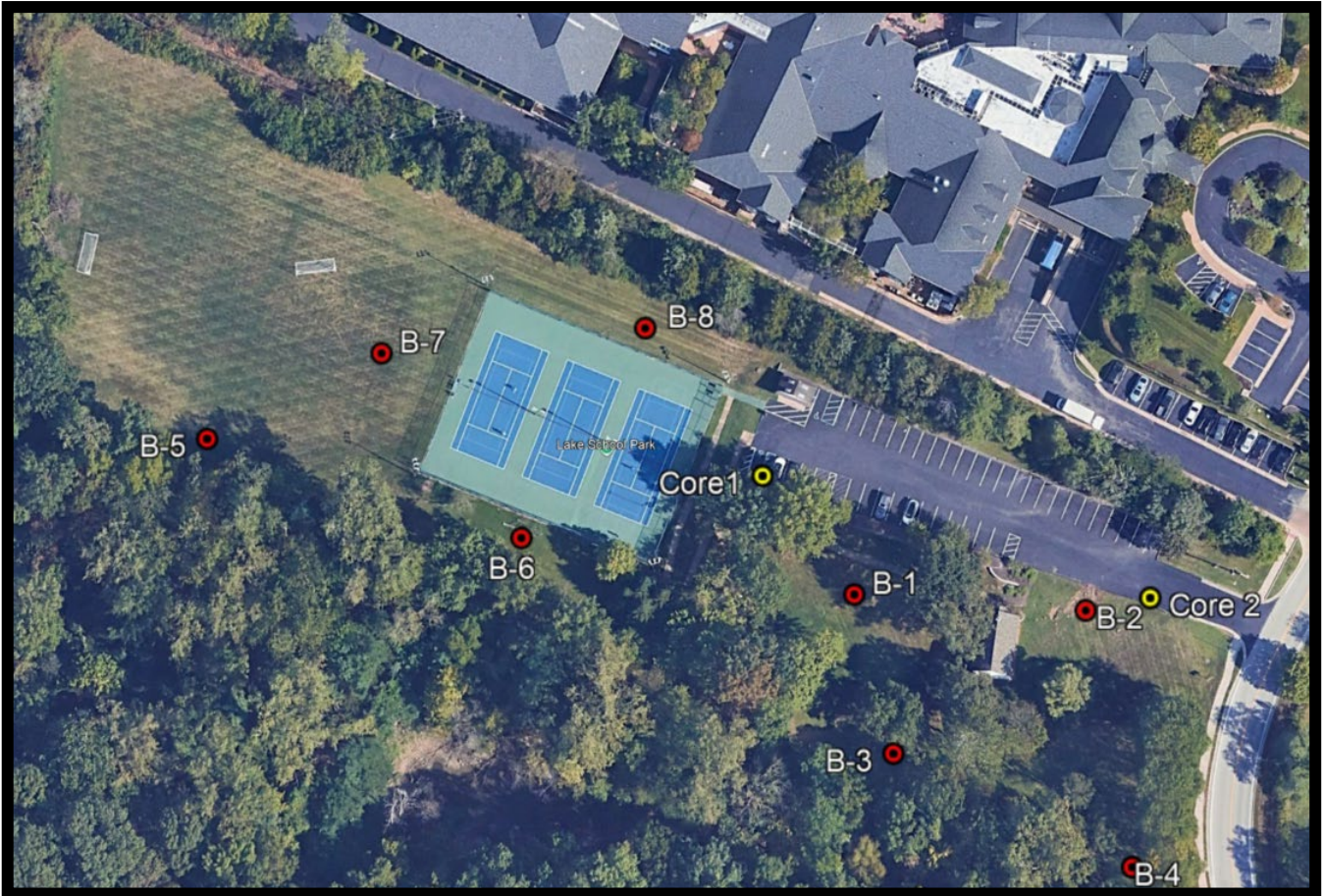


Timothy J. Barrett, P.E., CFM
Geotechnical Services Manager

DWL/EVT/TJB/tlw

Enclosures: Boring and Core Location Plan
Acceptance of Proposal for Professional Services
General Terms and Conditions

BORING AND CORE LOCATION PLAN





SCI ENGINEERING, INC.
130 Point West Boulevard
St. Charles, Missouri 63301
636-949-8200
www.sciengineering.com

ACCEPTANCE OF PROPOSAL FOR PROFESSIONAL SERVICES

Project Name: Lake School Park Improvements – Geotechnical Exploration

Project Number: 2025-1235.10, .G0 / DWL, EVT

Date: July 10, 2025

Fees: Please indicate your selection by placing a check mark in the appropriate box below:

Geotechnical Exploration and Report	\$9,350.00 ☐
Private Utility Locate	\$2,800.00 ☐

Please provide formal authorization to proceed by completing, signing, and returning this form. The attached terms and conditions will apply to the services outlined in the accompanying proposal.

Accepted By:

Name and Title: _____ Address: _____

Signature: _____ City, State, Zip: _____

Company Name: _____ Telephone: _____

Date: _____ Email: _____

Party responsible for payment: (if different than Accepted By)

Name and Title: _____ Address: _____

Signature: _____ City, State, Zip: _____

Company Name: _____ Telephone: _____

Date: _____ Email: _____

Report Distribution (Note: Additional printed report copies after final submittal will be billed at \$25.00 each)

Company and Contact Name: _____ Address (Printed) or Email (Electronic): _____ No. Printed Reports _____

NOTICE TO OWNER: (FOR SITES IN MISSOURI ONLY)

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429.RSMo. TO AVOID THIS RESULT, YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOU PAYING FOR LABOR AND MATERIAL TWICE.



SCI ENGINEERING, INC.
650 Pierce Boulevard
O'Fallon, Illinois 62269
618-624-6969
www.sclengineering.com

GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE OF AGREEMENT** The terms and conditions of the agreement between the client and SCI ENGINEERING, INC. (hereinafter called SCI) are detailed below and have been established to allocate risks between both. For the purposes of convenience, the client may choose to orally authorize our service, in which case the client agrees that the verbal agreement constitutes formal acceptance of the terms and conditions detailed below. Subsequent to an agreement by both parties to perform the services, modifications to the terms and conditions are prohibited.

2. **SITE ENTRY** You, the Client, will provide for right of entry of SCI or employees of firms working under the direction of SCI, and all necessary equipment, in order to perform the work. Although SCI will exercise reasonable care in performing its services, the Client understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this agreement. The client agrees, to the fullest extent permitted by law, to indemnify and hold harmless SCI and its subconsultants against any damages, liabilities, or costs, arising or allegedly arising from procedures associated with testing or investigative activities to the fullest extent permitted by law. If you desire or require us to restore the site to its former condition, upon written request, we will perform such additional work as is necessary and you agree to pay all costs incurred.

3. **SUBSURFACE STRUCTURES OR UTILITIES** ~~The Client will furnish to SCI information identifying the type and location of utility lines and other man-made objects beneath the site's surface. SCI will take reasonable precautions to avoid damaging these man-made objects. You agree to waive any claim against SCI, and to defend, indemnify and hold SCI harmless from any claim or liability for injury or loss allegedly arising from SCI's damaging underground utilities or other man-made objects that were not called to SCI's attention, or which were not properly located on plans furnished to SCI.~~

4. **SAMPLES** Soil, rock, water, or other samples obtained from the project site are your property. SCI shall preserve such samples for no longer than thirty (30) calendar days after the issuance of any document that includes the data obtained from them, unless other mutually agreed arrangements are documented.

Concrete test specimens will be discarded after testing. If project specification strengths are met, "hold" cylinders will be discarded at that time.

If in SCI's opinion any of the samples collected may be affected by regulated contaminants, SCI shall package such samples in accordance with applicable law and client shall arrange for lawful disposal procedures. SCI shall not, under this agreement, arrange for or be responsible for the disposal of substances affected by regulated contaminants. Furthermore, unless detailed in a specific work scope, SCI is not responsible for any soil cuttings or produced groundwater generated for the purpose of sample collection that may be affected by regulated contaminants that are left at a job site and were generated for the collection of soil and groundwater samples. SCI will, at the client's request, help the client identify appropriate alternatives for the off-site treatment, storage, or disposal of these materials, for additional fees.

5. **GENERAL LIABILITY AND LIMITATION** SCI agrees to hold you harmless and to indemnify you on account of any liability due to bodily injury or property damage to the extent directly caused by our negligent operational acts, but such hold harmless and indemnity will be limited to that covered by our comprehensive general liability insurance. At your request, SCI will provide certificates evidencing such coverage and will purchase additional limits of liability that you may require as a separate cost item to be borne by you.

You shall not be liable to SCI and SCI shall not be liable to you for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by you or SCI, their employees, agents, or subcontractors. Consequential damages include, but are not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damage that any party may have incurred from any cause of action, including, but not limited to negligence, strict liability, breach of contract, or breach of warranty.

6. **SHARED RISK ALLOCATION** The Client and SCI agree to allocate certain of the risks so that, to the fullest extent permitted by law, SCI's total aggregate liability to the Client is limited to \$50,000.00 for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's and expert witness' fees) arising out of this AGREEMENT from any cause or causes. Such causes include, but are not limited to, SCI's negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability based upon contract, tort, or statute. Higher limits may be available upon request and additional negotiated fee.

Limitations on liability, waivers and indemnities in this Agreement are business understandings between the parties and shall apply to all legal theories of recovery, including breach of contract or warranty, breach of fiduciary duty, tort (including negligence), strict or statutory liability, or any other cause of action. You agree that you will not seek damages in excess of the contractually agreed-upon limitation directly or indirectly through suits against other parties who may join the Consultant as third-party defendant. None of the insurance or indemnity obligations under this agreement shall be deemed to be with a waiver of this limitation of liability provision.

7. **INVOICES** You will make all payments in accordance with SCI's invoices, and payment is due upon receipt of invoice. A fee of 1 1/2 percent per month will be payable on any amounts not paid within thirty (30) days, payment thereafter to be applied first to accrued interest and then to your unpaid amount. You agree to pay invoices under these terms and to bear collection fees, court costs, or any other reasonable expense involved in the collection of amounts not paid.

8. **HAZARDOUS MATERIALS; NOTIFICATION OF AND DISCOVERY OF** When hazardous materials are known, assumed, or suspected to exist at a site, SCI is required to take appropriate precautions to protect the health and safety of its personnel, to comply with applicable laws and regulations, and to follow procedures that SCI deems prudent to help minimize physical risks to employees and the public. ~~You warrant that you have provided to SCI all available information about type and location of known and suspected hazardous materials on, under, or adjacent to the project site.~~

The discovery of unanticipated hazardous or suspected hazardous materials will constitute a changed condition mandating termination of services if SCI and you are unable to renegotiate the scope of service in a timely manner. SCI will notify you as soon as practically possible should SCI encounter unanticipated hazardous or suspected hazardous materials.

The discovery of unanticipated hazardous or suspected hazardous materials may make it necessary for SCI to take measures that in SCI's professional opinion are needed to help preserve and protect the health and safety of SCI's personnel and of the public, and/or to preserve and protect the environment. ~~As a condition precedent to the provision of service for this project, you agree to~~

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DPN

DPN

DPN

~~compensate SCI for the additional fees and costs associated with any such measures and further agree to defend, indemnify, and hold harmless from any claim or liability for injury or loss arising from SCI's encountering unanticipated hazardous or suspected hazardous materials.~~

DPN

9. CONTAMINATION OF AN AQUIFER Unavoidable contamination of soil or groundwater may occur during subsurface exploration, as when drilling or sampling tools penetrate a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading contaminants. ~~Because subsurface exploration is an essential aspect of the services that SCI will provide on your behalf, you shall indemnify, defend, and hold SCI harmless from any claim or liability for injury or loss which may arise as a result of contamination allegedly caused by subsurface exploration to the fullest extent permitted by law.~~

10. SITE SAFETY With respect to project site safety, SCI shall be responsible only for the on-site activities of its employees and subcontractors, and this responsibility shall not be construed to relieve you or the general contractor from your obligation to maintain a safe project site. Neither the professional activities of SCI, nor the presence of SCI's employees or subcontractors shall be construed to imply that SCI has any responsibility for any methods of work performance, procedures, superintendence, sequencing of operations, or safety in, on, or about the project site other than SCI's and SCI's subconsultants. You agree that the general contractor is responsible for project site safety and warrant that this intent shall be made evident in your agreement with the general contractor.

11. CONSTRUCTION COST ESTIMATES An opinion of construction cost prepared by SCI represents our judgment as a design professional and is supplied for your general guidance only. Since we have no control over the cost of labor and material, nor over competitive bidding or market conditions, we do not guarantee the accuracy of our opinion as compared to other sources, such as, contractor bids of actual cost to the owner.

12. DEFECTS IN SERVICE You and your personnel, contractors, and subcontractors shall promptly report to SCI any defects or suspected defects in SCI's work, in order that SCI may take prompt effective measures which in SCI's opinion will minimize the consequences of any such defect.

13. TERMINATION Any or all services being provided for you by SCI under these General Terms and Conditions or under separate contract may be terminated by either party upon seven (7) days prior written notice. In the event of termination, SCI shall be compensated by you for all services performed up to and including the termination date, including reimbursable expenses.

14. FORCE MAJEURE Any delays or failure of performance by SCI shall not constitute a default under this Agreement, if such delays or failures of performance are caused by occurrences beyond the reasonable control of SCI. Performance under this Agreement shall resume promptly once the cause or delay or failure ceases and SCI's schedule for performance shall be extended to the extent of such delay. Each party shall take reasonable steps to mitigate the impact of any such delay or failure.

DPN

15. ENVIRONMENTAL SITE ASSESSMENT An Environmental Site Assessment is conducted to render an opinion about the possibility of regulated contaminants being present on, in, or beneath the site specifically at the time services were conducted. Client understands that no matter how thorough an Environmental Site Assessment is, SCI cannot know or state factually that a site is unaffected by reportable quantities of regulated contaminants. Furthermore, even if SCI believes that reportable quantities are not present, the client bears the risk that such contaminants may be present or may migrate to the site after the study is complete. ~~Likewise, the client agrees to hold SCI harmless from any claim or liability for injury or loss arising from the unanticipated discovery of hazardous materials or suspected hazardous materials to the fullest extent permitted by law.~~

16. FAILURE TO FOLLOW RECOMMENDATIONS SCI disclaims any and all responsibility and liability for problems that may occur during implementation of SCI's plans, specifications, or recommendations when SCI is not retained to observe such implementation.

17. ALTERATION OF INSTRUMENTS OF SERVICE Client agrees that designs, plans, specifications, reports, proposals, and similar documents prepared by SCI are instruments of professional service, and as such, they may not under any circumstances be altered by any party except SCI. Client warrants that SCI's instruments of service will be used only and exactly as submitted by SCI. Accordingly, Client shall waive any claim against SCI and shall, to the fullest extent permitted by law, indemnify, defend, and hold SCI harmless of any claim or liability for injury or loss arising from unauthorized alteration of SCI's instruments of service.

18. MOLD DISCLAIMER The services performed by SCI, unless specifically addressed in our scope of services, are not intended to take into account indoor amplification of mold. SCI's services may comment on depth to groundwater and site drainage, but in no instance is this to be interpreted that we were specifically intending to reduce moisture contents and/or humidity measurements within the structure as they may relate to mold. Client understands our services, unless specifically expressed in our work scope, are in no way intended to address the potential for mold infestation, and, as such, agrees to indemnify and hold SCI harmless from any claim alleging that SCI's services caused or aggravated a mold infestation to the fullest extent permitted by law.

19. OTHER PROVISIONS You agree that this contract is entered into by the parties for the sole benefit of the parties to the contract, and that nothing in the contract shall be construed to create a right or benefit for any third party.

a. You agree that any and all limitations of SCI's liability and indemnifications by you shall include and extend to those individuals and entities SCI retains for performance of the services under this Agreement, including but not limited to SCI's officers, directors, and employees and their heirs and assigns, and SCI's subconsultants.

b. In an effort to resolve any conflicts that arise during or following completion of the project, you and SCI agree that all disputes between us arising out of or related to this Agreement shall be submitted to non-binding mediation as a condition precedent to institution of any formal legal proceeding, unless the parties mutually agree otherwise in writing.

c. THE PARTIES TO THIS CONTRACT HEREBY AGREE TO SUBMIT ANY SUCH DISPUTE TO THE CIRCUIT COURT OF ST. CHARLES COUNTY, STATE OF MISSOURI.

d. Test borings and test pits are an accepted and informative means of subsurface exploration. However, in the nature of things, they cannot indicate with absolute certainty the nature of the subsurface conditions between and sample locations of the exploration and below the termination of the borings or pits. Therefore, a report based on test borings, test pits, or other exploration method cannot ascertain the nature of the subsurface conditions between and beyond the specific sample locations. If conditions different than are indicated in our report come to your attention after you receive the report, it is recommended that you contact SCI immediately to inform SCI completely of what you have discovered and to authorize further evaluation, if appropriate.

e. Any recommendations provided in any correspondence, reports, plans, etc. from SCI are for the exclusive use of our client and are specific to the project covered by this contract. Recommendations provided by SCI are not meant to supersede more stringent requirements of local ordinances.

f. You may not assign this agreement to any other person or entity without the prior written consent of SCI. Any transfer of fifty percent or more of your equity interest or voting interest shall be deemed to be an assignment for this purpose.

g. SCI will perform all services under this agreement using the standard of care ordinarily used by firms performing such services in the locale where the services are being rendered. However, many factors influence the results from those services. As such, SCI expressly disclaims any warranty or guaranty as to the accuracy of such results. SCI's performance shall be solely judged against the foregoing standard of care.

Important Information about This Geotechnical Engineering Proposal

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected*. During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final*, because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation*

is an offer to better manage your risk. Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk “Catch-22” situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report’s recommendations when another firm performs the services needed to evaluate the recommendations’ adequacy.* The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project’s geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

Realize That Geoenvironmental Issues Have Not Been Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project ***is not*** a mold prevention consultant; ***none of the services being offered have been designed or proposed for the purpose of mold prevention.***

Have the Geotechnical Engineer Work with Other Design Professionals and Constructors

Other design team members’ misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by having your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members’ plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

Read Responsibility Provisions Closely

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled “limitations,” many of these provisions indicate where geotechnical engineers’ responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal’s provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Rely on Your Geotechnical Engineer for Additional Assistance

Membership in the Geoprofessional Business Association (GBA) exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with a GBA-member geotechnical engineer for more information. Confirm a firm’s membership in GBA by contacting GBA directly or at its website.



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Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property, boundary, easement, right-of-way, and other special surveys or data that the Owner may have that would assist the Engineer with scope of services, that are not otherwise identified for inclusion within the project Scope of Services listed in Attachment A.
 - 2. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas, that are not included in the Scope of Services listed in Attachments A.
 - 3. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
 - 4. Data or information from the City's Park Master Plan that will assist the Engineer with the layout and design of the improvements.
- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.

- E. Notify the property owners along the project for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- G. Provide reviews, approvals, and permits from all authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- H. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project.
- I. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- J. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- K. Perform or provide the following additional services: None.

This is **EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 16, 2025.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation For Basic Services – Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. A Lump Sum amount of \$95,500.00 based on the following estimated distribution of compensation:

a. <u>Project Management Phase</u>	<u>\$ 6,200.00</u>
b. <u>Design Development Phase (50%)</u>	<u>\$14,900.00</u>
c. <u>Construction Development Phase (95% & 100%)</u>	<u>\$25,659.00</u>
d. <u>Construction Administration Services</u>	<u>\$9,800.00</u>
e. <u>Subconsultant Services</u>	<u>\$38,941.00</u>

Breakdown of Subconsultant Services (For Information Only):

1) DTLS, Inc.	\$19,591.00
2) SCI Engineering, Inc.	\$ 9,350.00
3) SSC Engineering, Inc	\$ 10,000.00

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
4. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period.

- B. *Period of Service:* The compensation amount stipulated herewithin is conditioned on a period of service not exceeding 12 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Exhibit A, except for services as a consultant or witness, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

- B. *Other Provisions Concerning Payment For Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.15.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 2 to EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 16, 2025.

Standard Hourly Rates Schedule

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. Schedule:

TWM Hourly rates for services performed on or after the date of the Agreement are included in Attachment C – TWM Class II Schedule of Fees (2025). The Hourly Rates are subject to annual increases, which typically occur January 1 of each year.

***[Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
Intentionally Omitted – Reserved – This Page Left Blank Intentionally.]***

***[Exhibit E, Notice of Acceptability of Work.
Intentionally Omitted – Reserved – This Page Left Blank Intentionally.]***

***[Exhibit F, Construction Cost Limit.
Intentionally Omitted – Reserved – This Page Left Blank Intentionally.]***

Insurance

Paragraph 6.04 of the Agreement is supplemented to include the following agreement of the parties.

G6.04 Insurance

A. The limits of liability for the insurance required by Paragraph 6.04.A and 6.04.B of the Agreement are as follows:

1. By Engineer:

General Liability Insurance – The Hartford Insurance Company through Greyling Ins. Brokerage/EPIC

- **Commercial General Liability Insurance** – On a broad-form occurrence basis with limits of \$1,000,000 per each occurrence and \$2,000,000 in the general aggregate.
- **Contractual Liability**
- **Cross Liability**

Automobile Liability Insurance – The Hartford Insurance Company through Greyling Ins. Brokerage/EPIC

- **Automobile Liability Insurance** – Personal injury and property damage with combined single limits (each accident) of \$1,000,000.

Excess / Umbrella Liability – The Hartford Insurance Company through Greyling Ins. Brokerage/EPIC

- **Excess / Umbrella Liability** – On a broad-form occurrence basis with limits of \$10,000,000 per occurrence and in the aggregate.

Worker's Compensation Insurance – Trumbull Insurance Co/ USL & H – All States through Greyling Ins. Brokerage/EPIC

- **Worker's Compensation Insurance** – As required by statute, including Employers' Liability, with limits of:
 - \$1,000,000 each accident
 - \$1,000,000 disease – each employee
 - \$1,000,000 disease – policy limit

Professional Liability Practice Policy – Assured Partners of Washington LLC

- **A/E Professional Liability Insurance Policy** – With limits of \$2,000,000 per claim and \$2,000,000 in the annual aggregate through Travelers Casualty and Surety Co of America.
- **A/E Professional Liability Excess Insurance Policy** – With limits additional limits of

\$3,000,000 per claim and \$3,000,000 in the annual aggregate through RLI Insurance Company – effective after the exhaustion of the \$2,000,000/\$2,000,000 provided by Travelers Casualty and Surety Co of America.

CPM Policy (Cyber Liability) – Assured Partners of Washington – Coalition Insurance Solution, Inc.

- **Cyber, Privacy, & Media Risks Insurance Policy** – With limits of \$5,000,000 per claim and in the aggregate.

Aircraft & Commercial General Aviation Liability (Drone) – Global Aerospace through Greyling Ins. Brokerage/EPIC

- **Drone/Aircraft Insurance Policy** – With limits of \$15,000,000 per claim and in the aggregate. Third party war liability with limits of \$15,000,000 in the aggregate.

B. Additional Insureds:

1. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.04.A.

This is **EXHIBIT H**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 16, 2025.

Dispute Resolution

Paragraph 6.08 of the Agreement is amended and supplemented to include the following agreement of the parties:

H6.08 Dispute Resolution

- A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation by a mutually selected certified mediator or certified mediation service. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

Limitations of Liability

Paragraph 6.10 of the Agreement is supplemented to include the following agreement of the parties:

- A. *Limitation of Engineer's Liability.* Engineer's Liability: Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). This limitation does not apply to Engineer's liability for breach of contract or indemnity under the Agreement.
- B. *Indemnification by Owner:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project. Notwithstanding the foregoing, the City does not waive sovereign or official immunity.

***[Exhibit J, Special Provisions.
Intentionally Omitted – Reserved – This Page Left Blank Intentionally.]***

This is **EXHIBIT K**, consisting of __ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 16, 2025.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

1. *Background Data:*

Effective Date of Owner-Engineer Agreement: _____

- b. Owner: _____
- c. Engineer: _____
- d. Project: _____

2. *Description of Modifications:*

[NOTE TO USER: Include the following paragraphs that are appropriate and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

- a. Engineer shall perform or furnish the following Additional Services:
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:
- c. The responsibilities of Owner are modified as follows:
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
- e. The schedule for rendering services is modified as follows:
- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

[List other Attachments, if any]

5. Agreement Summary (Reference only)

a. Original Agreement amount:	\$ _____
b. Net change for prior amendments:	\$ _____
c. This amendment amount:	\$ _____
d. Adjusted Agreement amount:	\$ _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:

ENGINEER:

By: _____

By: _____

Title: _____

Title: _____

Date
Signed: _____

Date Signed: _____



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THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Thouvenot, Wade & Moerchen, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

- a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
 - a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.

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The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



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E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 181688

Approved by:

Employer Thouvenot, Wade & Moerchen, Inc.	
Name (Please Type or Print) Jennifer M Wolkiewicz	Title
Signature Electronically Signed	Date 01/16/2009
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/16/2009



Company ID Number: 181688

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Thouvenot, Wade & Moerchen, Inc.
Company Facility Address	4940 Old Collinsville Road Swansea, IL 62226
Company Alternate Address	
County or Parish	SAINT CLAIR
Employer Identification Number	371042595
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	11 site(s)



Company ID Number: 181688



Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

IL	5
MO	3
TN	3



Company ID Number: 181688

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Jennifer M Wolkiewicz
Phone Number	6186244488
Fax	
Email	hr@twm-inc.com



Company ID Number: 181688



This list represents the first 20 Program Administrators listed for this company.

Engineering Estimate of Staff Time



Local Agency: City of Creve Coeur
 Project: Lake School Park - Phase 1
 Location: 581 Coeur De Ville Drive
 TWM Project No. : 221388.02

EXHIBIT B: TWM Staff Time Estimate

Basic Scope of Engineering Services	Hours by Classification															Total Cost Per Task	Total Hours
	Estimated Sheet Count	Principal, QA/QC	Engineering Personnel			Structural Personnel			Survey Personnel						Aerial LIDAR Equipment		
			Project Engineer III	Engineer II	Engineer I	Engineer I	Structural Engineer II	Structural Engineer IV	Survey Project Manager	Survey Crew Coordinator (Surveyor 2)	3D Survey Technician	Survey Technician (Tech 3)	2P Survey Crew	2P Sur Crew w/Robotics- GPS			
A. Project Management Phase		1	31	6	0	0	0	0	0	0	0	0	0	0	0		
1. Client Progress Meetings (2 Meetings @ 2 Hour Each)			4													\$668.00	
2. Internal Coordination (2 Meetings @ 1 Hour Each)			2	2												\$586.00	
3. Coordination w/ Consultants			5													\$835.00	
4. Client Coordination (Zoom, emails, phone calls)			8	4												\$1,840.00	
5. Quality Control Plan (QA/QC)																	
i. Preliminary Phase		0.5	4													\$772.00	
ii. Construction Document Phase		0.5	8													\$1,440.00	
Phase A: Sub-Total =		\$208.00	\$5,177.00	\$756.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,200.00	
B. Preliminary Design Phase (50%)		0	42.5	62	0	0	0	0	0	0	0	0	0	0	0	104.5	
1. Public Involvement																	
2. Utility Research			2													\$334.00	
3. Stormwater / MSD Analysis																	
i. BMP Calculations & Layout			3	8												\$1,509.00	
ii. Drainage Areas			0.5	4												\$587.50	
4. Technical Design & Plan Documents																	
i. Title Sheet				1												\$126.00	
ii. General Notes				1												\$126.00	
iii. Existing Conditions & Demolition Plan			0.5	2												\$335.50	
iv. Site Geometrics with Utilities			1.5	10												\$1,510.50	
v. Grading & Erosion Control Plan			1.5	14												\$2,014.50	
vi. Construction Details			0.5	2												\$335.50	
vii. Preliminary Storm Sewer Calcs			1.5	10												\$1,510.50	
5. Coordination w/ Playground Suppliers			14	2												\$2,590.00	
6. Coordination with Wall and seating suppliers			5													\$835.00	
7. Engineer's Estimate of Probable Cost			3	4												\$1,005.00	
8. Permitting - Initial Coordination																	
i. Creve Coeur Land Disturbance & General Permits			1	0.5												\$230.00	
ii. MSD Construction Permit			1	2												\$419.00	
9. Subconsultant fee inclusion			5													\$835.00	
10. Listing of JSP Items			2.5	1.5												\$606.50	
Phase B: Sub-Total =	0	\$0.00	\$7,097.50	\$7,812.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,900.00	
V. Construction Document Phase (95% & 100%)		0	67.5	114.5	0	0	0	0	0	0	0	0	0	0	0	182	
1. Technical Design & Plan Documents																	
i. Title Sheet				1												\$126.00	
ii. General Notes				1												\$126.00	
iii. Existing Conditions & Demolition Plan			0.5	1												\$209.50	
iv. Site Geometrics Plan			2	8												\$1,342.00	
v. Grading & Erosion Control Plan			2	8												\$1,342.00	
vi. Spot Elevation Plan			1	6												\$923.00	
vii. Utility Plan & Profiles			2	10												\$1,594.00	
viii. Erosion Control Details			0.5	1												\$209.50	
ix. Construction Details			2	6												\$1,090.00	
x. Drainage Area Map (Pre & Post)			1	4												\$671.00	
xi. BMP Details			0.5	1												\$209.50	
xii. BMP Cross Sections			1	8												\$1,175.00	
xiii. BMP Drainage Area Map			0.5	4												\$587.50	
xvi. Assembly of Subconsultant Documents & QA their Set			3	0.5												\$564.00	
xvii. Analysis of future phase incorporation			2	2												\$586.00	
2. Retaining Wall Design																	
i. Plan and Profile Sheets			8	12												\$2,848.00	
3. MSD Stormwater Report																	
i. Storm Sewer Calculations (spreadsheet & StormCAD)			0.5	3												\$461.50	
ii. BMP Calculations (spreadsheet)			2	5												\$964.00	
iii. Document Preparation			1	5												\$797.00	

EXHIBIT B: TWM Staff Time Estimate

Basic Scope of Engineering Services	Hours by Classification															Total Cost Per Task	Total Hours
	Estimated Sheet Count	Principal, QA/QC	Engineering Personnel			Structural Personnel			Survey Personnel						Aerial LIDAR Equipment		
			Project Engineer III	Engineer II	Engineer I	Engineer I	Structural Engineer II	Structural Engineer IV	Survey Project Manager	Survey Crew Coordinator (Surveyor 2)	3D Survey Technician	Survey Technician (Tech 3)	2P Survey Crew	2P Sur Crew w/Robotics-GPS			
4. MSD Operations & Maintenance Report																	
i. Document Preparation			2	5												\$964.00	
5. MSD / BMP Maintenance Agreements																	
i. Coordination w/ Survey & Owner's Signatures			1	1												\$293.00	
ii. Two (2) MSD BMP Exhibit Drawings			3	4												\$1,005.00	
6. Additional Coordination w/ Suppliers			4													\$668.00	
7. Job Special Provisions																	
i. JSPs & Update per milestones			14	4												\$2,842.00	
ii. QA/QC Revisions			2	2												\$586.00	
8. Engineer's Estimate of Probable Cost (2 milestones)			2	3												\$712.00	
9. Permitting - Coordination																	
i. MSD Construction Permit			2	1												\$460.00	
10. Subconsultant fee inclusion			7													\$1,169.00	
11. Response to Comments																	
i. Creve Coeur City revisions				2												\$252.00	
ii. MSD Revisions			1	6												\$923.00	
Phase C: Sub-Total =	0	\$0.00	\$11,272.50	\$14,427.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,700.00	\$25,700.00
D. Construction Administration Phase		0	43	21	0	0	0	0	0	0	0	0	0	0	0		64
1. Project Management			6													\$1,002.00	
2. Subconsultant Fee Inclusion			5													\$835.00	
3. Bidding Phase																	
i. Pre-Bid Meeting			3													\$501.00	
ii. Addenda, clarification or RFI's			2	2												\$586.00	
iii. Review Bids, bid tabulation & recommendations			1													\$167.00	
4. Pre-Construction Meeting			3	3												\$879.00	
5. Site Observation (2 visits)			6	6												\$1,758.00	
6. Punchlist Report			1	4												\$671.00	
7. Shop Drawing & RFI's			16	6												\$3,428.00	
Phase D: Sub-Total =		\$0.00	\$7,181.00	\$2,646.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,800.00	\$9,800.00
Total Hours		1	184	204	0	0	0	0	0	0	0	0	0	0	0	389	389
Hourly Rate (See Schedule of Fees)		\$208.00	\$167.00	\$126.00	\$120.00												
Total Classification Cost		\$208.00	\$30,728.00	\$25,641.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56,600.00	\$56,600.00
TOTAL PROJECT ENGINEERING FEE BUDGET (SALARY)																\$56,600.00	\$56,600.00

CITY OF CREVE COEUR



MEMORANDUM

Date: September 17, 2025
To: Sharon Stott, Interim City Administrator
From: Kevin Mulligan, Civil Engineer
CC: Dione Garson, Interim Assistant Director of Public Works
Subject: Recommendation of Award, 2025 Roadway Striping Project

Staff Recommendation

Competitive bids have been evaluated for the City's annual roadway striping project. City staff recommends entering into a contract with America's Parking Remarketing, LLC (Traffic Control Company) for the not-to-exceed amount of \$89,330.00, based upon their past performance in the City and their low bid for the work.

Project Funding

The proposed 2025 Roadway Striping Project will be funded through the Capital Fund and is identified in the Capital Improvement Program as part of the Street and Sidewalk Maintenance Program line items. Funding is designated in the proposed FY2026 capital improvement budget in account 02-61-71-9510 for streets and sidewalks and street reconstruction.

Background

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

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

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

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

A drawback to the use of epoxy paint is that there is currently only one company in the St. Louis area that is outfitted and capable of applying epoxy paint to roadways. In the past, contractors from



BID TABULATION

2025 Roadway Striping Project

City of Creve Coeur, Missouri

Bids opened: 10:00 am, Tuesday, September 16, 2025

Item Number	Item	Unit	Contract Quantity	Engineer's Estimate		America's Parking Remarking, LLC	
				Unit Bid Price	Item Subtotal	Unit Bid Price	Item Subtotal
612301	TRAFFIC CONTROL	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
621110A	4" WHITE EPOXY PAVEMENT MARKING	LF	28,500	\$ 0.60	\$ 17,100.00	\$ 0.60	\$ 17,100.00
621120A	4" YELLOW EPOXY PAVEMENT MARKING	LF	33,800	\$ 0.60	\$ 20,280.00	\$ 0.60	\$ 20,280.00
621210A	12" WHITE EPOXY PAVEMENT MARKING (CROSSWALKS)	LF	825	\$ 20.00	\$ 16,500.00	\$ 20.00	\$ 16,500.00
621310A	24" WHITE EPOXY PAVEMENT MARKING (STOP BAR)	LF	350	\$ 30.00	\$ 10,500.00	\$ 30.00	\$ 10,500.00
621315A	24" WHITE EPOXY PAVEMENT MARKING (YIELD TRIANGLE)	LF	75	\$ 50.00	\$ 3,750.00	\$ 20.00	\$ 1,500.00
621320A	24" WHITE EPOXY PAVEMENT MARKING (MIDBLOCKS)	LF	65	\$ 50.00	\$ 3,250.00	\$ 30.00	\$ 1,950.00
621501A	WHITE EPOXY PAVEMENT MARKING, LEFT/RIGHT ARROW	EA	45	\$ 325.00	\$ 14,625.00	\$ 310.00	\$ 13,950.00
621601A	WHITE EPOXY PAVEMENT MARKING, COMBINATION STRAIGHT-LEFT/RIGHT ARROW	EA	5	\$ 350.00	\$ 1,750.00	\$ 510.00	\$ 2,550.00
				Engineer's Estimate		STF LLC dba Traffic Control Company	
				Total Bid:	\$ 92,755.00	\$	89,330.00

Denotes calculation error. Corrected value shown.

neighboring regions have stated that our projects are not large enough for them to travel to the St. Louis area to complete.

Scope of Work. City staff developed the 2025 Roadway Striping Project as part of the City's annual pavement maintenance program for FY2026. The following streets will be restriped:

- Center Parkway
- Decker Lane
- Emerson Road
- Executive Parkway
- Spoede Road
- Warson Road
- W. Rue de la Banque

Bid Submittals

Bids were publicly opened on September 16, 2025, with a total of one bid received:

Contractor	Bid Price
America's Parking Remarketing, LLC.	\$89,330.00

A copy of the bid tabulation is attached. No errors were found in the bids.

The staff estimate for this project was \$92,755.00, which was based on unit prices from the last 1-2 years. The bid is lower than the estimate, in fact, the contractor submitted the exact same unit prices as last year's project

Schedule/Timeline

Executive Parkway and W. Rue de la Banque were repaved under the City's Asphalt Resurfacing Project and are required to be striped before December 12, 2025. The rest of the streets only need their pavement markings refreshed and are required to be completed between March 2 – May 29, 2026.

Contractor Recommendation

Traffic Control Company has successfully completed all of the projects requiring striping for the City in the past 5 years and staff expects them to continue their success with the 2025 Roadway Striping Project.

Attachments: Bid Tabulation

RESOLUTION NO. 1831

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE EXECUTION OF A CONTRACT WITH AMERICA'S PARKING REMARKING, LLC FOR THE 2025 ROADWAY STRIPING PROJECT FOR THE NOT-TO-EXCEED AMOUNT OF \$89,330.00

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

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

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

WHEREAS, America's Parking Remarking, LLC was determined by staff to be qualified to meet the City's requirements and to have provided a fair bid for the project.

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

Section 1. The Contract between **America's Parking Remarking, LLC**, and the City of Creve Coeur, attached hereto as "Exhibit A," with a **not-to-exceed contract sum of \$ 89,330.00**, is hereby approved and the City Administrator is hereby authorized and directed to enter into and execute that Contract. The Contract as executed shall be substantially in the form of "Exhibit A," with such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Resolution. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient, or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the Contract.

ADOPTED THIS 24TH DAY OF SEPTEMBER, 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, America's Parking Marking, LLC, with offices at 1060 Vondera Ave, Union, MO 63084 (hereinafter called the "Contractor"). The project is identified as **2025 Roadway Striping Project** (hereinafter called the "Work" or the "Project").

WITNESSETH:

The Contractor and the City for the consideration set forth herein agree as follows:

ARTICLE I**The Contract Documents**

The Contract Documents, which comprise the entire agreement between the City and the Contractor, consist of the following:

- 1) This City-Contractor Agreement
- 2) General Conditions of City-Contractor Agreement
- 3) Job Special Provisions
- 4) Technical Specifications
- 5) Non-Collusion Affidavit
- 6) Contractor's Affidavit for Public Construction Projects
- 7) Performance Bond and Payment Bond
- 8) Construction Schedule
- 9) Missouri Annual Wage Order
- 10) All Addenda to the Bid Documents and all Modifications issued after execution of this Contract

- 11) The Saint Louis County Standard Specifications for Road and Bridge Construction, dated October 1, 2024, 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 June 2024, referred to herein as the “Standard Drawings” and applicable to the Work of this Contract by reference.
- 13) The latest version of the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)

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

ARTICLE II

Scope of Work

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

ARTICLE III

Time of Completion

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

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

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

- Executive Parkway and W. Rue de la Banque will be resurfaced as part of the City’s annual asphalt resurfacing program. This work is required to be complete before November 7, 2025. Striping work cannot begin until resurfacing is completed, but must be completed on or before **December 12, 2025**.

The remainder of the Work shall be completed between **March 2, 2026 and May 29, 2026**.

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 Eighty-Nine Thousand, Three-Hundred-Thirty Dollars and Zero Cents (\$89,330.00). The Contract unit prices and Contract item quantities are listed in Table 1 of this Agreement. These unit prices and item quantities form the basis of the not-to-exceed Contract Sum, as described above and as illustrated in Table 1 of this Agreement. All payments for the Work shall be based upon the Contract unit costs listed in Table 1.

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

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

ARTICLE V**Performance of the Work**

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

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

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

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

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

- three hundred dollars (\$300.00) for each calendar day the Contractor fails to comply with the Construction Schedule until the Director of Public Works determines that Substantial Completion of the Work has been achieved; and
- one hundred dollars (\$100.00) for each working day after both the completion date specified in the Construction Schedule has expired and the date that Substantial Completion has been achieved, until final completion and acceptance of the Work.

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

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

ARTICLE VI

Delays Beyond Contractor's Control

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

(b) Notwithstanding the foregoing paragraph (a), no extension of time shall be granted for any delay the cause of which occurs more than seven (7) days before claim therefore is made in writing by the Contractor to the City, and no extension of time shall be granted if the Contractor could have avoided the need for such extension by the exercise of reasonable care

and foresight, as determined by the Director of Public Works. In the case of a continuing cause of delay, only one claim is necessary.

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

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

ARTICLE VII

Changes in the Work

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

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

ARTICLE VIII

Termination of the City-Contractor Agreement

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

additional professional, managerial, and administrative expenses, such excess shall be paid to the Contractor. If such expenses shall exceed the unpaid balance of the value of the Work completed to date, the Contractor shall pay the difference to the City promptly upon demand.

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

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

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

ARTICLE IX

Contractor's Liability Insurance

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

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

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

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

Property Damage:	\$1,000,000 each accident
(d) Owner's Protective Bodily Injury	
Including Death:	\$1,000,000 each person
	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence
	\$1,000,000 aggregate

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

ARTICLE X

Equal Opportunity and Non-Discrimination

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

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

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

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

Further, on any federal assisted contract, the Contractor and sub-contractor agree to comply with the Equal Employment Opportunity provisions cited in CFR 23, Subpart D – Construction Contract Equal Employment Opportunity Compliance Procedures, CFR 49 – Non-Discrimination in Federally-assisted Programs of the Department of

Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, E.E. 11246 and Title VII of the Civil Rights Act of 1964.

2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, ancestry, income, limited English proficiency, sex, gender, gender identity, sexual orientation, age, disability, or familial status in the selection, retention, and treatment of subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contractor covers a program set for in Appendix B of the Regulations.
3. Solicitation for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, ancestry, income, limited English proficiency, sex, gender, gender identity, sexual orientation, age, disability, or familial status.
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department of the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a) Withholding payments to the contractor under the contract until the contractor complies and/or
 - b) Cancellation, termination or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The contractor shall include provisions of paragraphs (1) through (5) in every subcontract, including procurement of material and leases of

equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE XI

Conflicts of Interest

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

ARTICLE XII

The Work

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

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

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

Item Number	Item	Unit	Contract Quantity	Contract Unit Price	Item Subtotal
612301	TRAFFIC CONTROL	LS	1	\$ 5,000.00	\$ 5,000.00
621110A	4" WHITE EPOXY PAVEMENT MARKING	LF	28,500	\$ 0.60	\$ 17,100.00
621120A	4" YELLOW EPOXY PAVEMENT MARKING	LF	33,800	\$ 0.60	\$ 20,280.00
621210A	12" WHITE EPOXY PAVEMENT MARKING (CROSSWALKS)	LF	825	\$ 20.00	\$ 16,500.00
621310A	24" WHITE EPOXY PAVEMENT MARKING (STOP BAR)	LF	350	\$ 30.00	\$ 10,500.00
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621501A	WHITE EPOXY PAVEMENT MARKING, LEFT/RIGHT ARROW	EA	45	\$ 310.00	\$ 13,950.00
621601A	WHITE EPOXY PAVEMENT MARKING, COMBINATION STRAIGHT-LEFT/RIGHT ARROW	EA	5	\$ 510.00	\$ 2,550.00
CONTRACT SUM:				\$	89,330.00

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

CITY OF CREVE COEUR

By _____
Sharon Stott, Interim City Administrator

(SEAL)

By _____
Dione Garson, Interim Assistant Director of Public Works

Attest: _____
City Clerk

Date: _____

AMERICA'S PARKING REMARKING, LLC

By _____
Signature

Printed Name

(SEAL)

Title

Attest: _____

Date: _____



MEMORANDUM

DATE: September 10, 2025
TO: Sharon Stott, Interim City Administrator
FROM: Jim Heines, Interim Director of Public Works
CC:
SUBJECT: Dedication and Acceptance of an Existing Ameren U.E. Street Lights Located at Mason Manor Rd. and Bellerive Estates Dr. in the Bellerive Estates Subdivision

RECOMMENDATION:

Public Works recommendation is to accept the dedication of an existing Ameren U.E. cobra head street light located at Mason Manor Rd. and Bellerive Estates Dr. in the Bellerive Estates Subdivision.

PROJECT FUNDING :

The city has budgeted \$150,000.00 in the FY2025 and the FY2026 operating budgets to fund our street lighting program. Currently, the City's Street Lighting Program incurs an annual cost of \$131,873.52. The addition of a cobra head style street light from Bellerive Estates would increase the annual cost by \$285.24.

BACKGROUND INFORMATION:

City staff was contacted by the trustees of the Bellerive Estates Subdivision, requesting that the city accept the dedication of an existing Ameren U.E. cobra head street light in their subdivision and take over the monthly maintenance costs for the lights.

The light was installed by Ameren U. E. over 25 years ago as a private light for the adjacent property owner at 609 Bellerive Estates Dr. Over time, the property changed hands, and new owners chose not to pay for the light and it is now dark.

The trustees have submitted the required documentation necessary to qualify for the Street Lighting Program.

ATTACHMENTS:

- Trustee request form
- Trustee letter
- Site Map showing existing street light locations

RESOLUTION NO. 1832

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AUTHORIZING THE ACCEPTANCE OF THE MONTHLY MAINTENANCE FEES FOR AN EXISTING AMEREN STREET LIGHT IN THE BELLERIVE ESTATES SUBDIVISION

WHEREAS, the City Council of the City of Creve Coeur recognizes a need to provide security and safety in residential neighborhoods; and

WHEREAS, in 1995 the City established its Street Lighting Policy regarding installation and acceptance of streetlights in subdivisions by passing Resolution No. 439; and

WHEREAS, the city desires to accept the financial responsibility of paying monthly fees to Ameren U.E. for one street light located at Mason Manor Rd. and Bellerive Estates Dr. in the Bellerive Estates Subdivision from the date of the approval of this resolution forward,

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

Section 1: An amendment to the agreement between the City of Creve Coeur and Ameren U. E. adding one existing streetlight located at Mason Manor Rd. and Bellerive Estates Dr. in the Bellerive Estates Subdivision as part of the Street Light Program is hereby approved and the City Administrator is authorized to execute same on behalf of the City. The amendment as executed shall be consistent with the provisions and intent of this Resolution with such changes as may be necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The City Administrator and their designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this Ordinance, the matters herein authorized, and the rights and duties of the City under the Agreement as amended.

ADOPTED THIS 24TH DAY OF SEPTEMBER, 2025.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE, MRCC
CITY CLERK



AMEREN U.E. STREET LIGHT PROGRAM

SUBDIVISION NAME: Bellerive Estates Subdivision, plats 1, 2, 3		
SPONSORS NAMES*	ADDRESS	PHONE NUMBER
1. Jim Kostelc	655 Bellerive Estates	(314) 922-4669
2. Anthony Maitz	626 Bellerive Estates	(636) 352-7370
3. Ron Cummings-Kralik	600 Bellerive Estates	(410) 596-6276

* Both subdivision trustees or a group of residents can be as the sponsor for this program.

Existing Street Lights?

Yes ☒ No ☐ How many? 1

Please describe location of existing and proposed lights, and attach drawing of subdivision streets with location of all street lights marked.

Creve Coeur to take over existing street light at the NW corner of the intersection of
Mason Manor Rd. & Bellerive Estates Dr.

Have streets been dedicated and accepted for public maintenance?

Yes ☐ No ☐

Please include the following items with your request:

1. A copy of the subdivision formal written request
2. The Street Light Installation Request Form
3. A petition stating in detail the subdivision request, signed by all residents within 150 ft of proposed light(s)
4. A list of affected subdivision residents and trustees including name and phone number
5. A subdivision drawing clearly marked with the street light locations and/or requested new installation

Trustees of Bellerive Estates

2025/06/19

Jim Heines
Creve Coeur City Government
Dept of Public Works
300 N New Ballas Rd
Creve Coeur, MO 63141

Dear Mr Heines:

The Trustees of Bellerive Estates Plats I, II, & III would like to formally request that city assume management of street light that is currently present at the northwest corner of Bellerive Estates Dr & Mason Manor. It is mounted to a mixed purpose utility pole that has the ID plate Z3 0829. The lamp is not functioning at present and Ameren has indicated that it is because it is currently not associated with any account.

Sincerely,

Tony Maitz (P), Jim Kostelc (T), & Ron Cummings-Kralik (S)



06/19/2025

Board of Trustees of Bellerive Estates



Street Light -
Mason Manor Rd.
@ Bellerive Estates
Dr.

- Parcels
- City Limits

June 11, 2025



Prepared By
HORNER SHIFRIN



MEMORANDUM

DATE: September 10, 2025

TO: Sharon Stott, Interim City Administrator

FROM: Jim Heines, Interim Director of Public Works

CC:

SUBJECT: Approval of a Four-year Contract with Dorswood LLC (DBA Local Cleaners LLC) to Provide Custodial Services at the Government Center, Police Building and the Dielmann Recreation Center

RECOMMENDATION

Public Works recommends approval of a new four-year contract with Dorswood LLC (DBA Local Cleaners LLC) for custodial services at the Government Center, Police Building, and Dielmann Recreation Center. The contract totals \$81,000 annually for FY2026, with a 4% annual increase built in for subsequent years.

PROJECT FUNDING

City departments budgeted for custodial services based on FY2025 actual costs. As a result, there will be a minor budget shortfall in FY2026 at each location. However, staff anticipates covering these shortfalls through savings in other areas of the operating budget.

BACKGROUND

The City has outsourced custodial services for the Government Center since 2010 to improve efficiency and reduce costs within the Building Maintenance Division. Over time, the Police and Recreation Divisions joined the custodial services contract to streamline operations.

Prior to contracting with Local Cleaners LLC, service quality was inconsistent, and attendance issues were common. Since partnering with Local Cleaners LLC, the City has experienced significantly improved service and building cleanliness.

Attached is a copy of Local Cleaners LLC proposal which identifies the costs associated with cleaning each of the buildings as we move through the four-year contract. In the event that the City would need to terminate the contract, Article VIII of the contract provides a 30-day notice by the city prior to contract termination.

As we reach the end of the current contract, staff has determined that it is in the City's best interest to enter into a new agreement with Dorswood LLC (DBA Local Cleaners LLC) to continue receiving high-quality custodial services.

ATTACHMENTS:

- Dorswood LLC (CBA Local Cleaners LLC) proposal
- Exhibit A - Contract

RESOLUTION NO. 1833

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AUTHORIZING EXECUTION OF A FOUR-YEAR AGREEMENT WITH DORSWOOD LLC (DBA LOCAL CLEANERS LLC) TO PROVIDE CLEANING SERVICES AT THE CREVE COEUR GOVERNMENT CENTER, POLICE BUILDING, AND THE DIELMANN RECREATION CENTER FOR A FY2026 MONTHLY FEE OF \$6,750.00 (\$81,000.00 ANNUALLY)

WHEREAS, the City Council of the City of Creve Coeur recognizes a need to provide clean and presentable work spaces as well as public spaces at the Government Center; and

WHEREAS, outsourcing the custodial services at the government Center has proven to be a more cost-effective way to clean the facility; and

WHEREAS, the new contract has a built in 4% annual increase, and

WHEREAS, these services have been negotiated with Dorswood LLC to continue utilizing their high-quality service.

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

Section 1: The agreement between **Dorswood LLC** and the City of Creve Coeur, attached hereto as "Exhibit A" to provide custodial services at the Government Center and the Police Building **for \$6,750.00 per month or \$81,000.00 annually** is hereby approved and the City Administrator is authorized to execute. The agreement as executed shall be consistent with the provisions and intent of this Resolution and in the form of "Exhibit A" with such changes as may be deemed necessary by the executing officer. 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 24TH DAY OF SEPTEMBER, 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, Dorswood LLC (DBA Local Cleaners LLC) with offices at 100 St Francois St. Suite 105, Florissant, MO 63031 (hereinafter called the "Contractor"). The project is identified as the **CUSTODIAL SERVICES CONTRACT** (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) Environmental Sustainability Statement
- 2) Purchase of Materials and Equipment Statement
- 3) Contractor's Affidavit for Public Projects
- 4) Non-Collusion Affidavit
- 5) Scope of Work and Technical Description
- 6) Bid Form
- 7) Contract Agreement

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. All definitions set forth in the 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

The Contract Sum and Payments

The "Contract Sum" is hereby defined as the sum total of the services adjusted to account for any Modification(s) made in compliance with Article VI of this Agreement and made prior to the execution of this Agreement. Therefore, the Contract Sum represents the final contract value at the time of the execution of this Agreement.

The FY 2026 Contract Sum for this Work shall be an annual amount of \$81,000.00 (\$6,750.00 per month). A 4% annual increase will be added for future years of the four-year contract. All payments for the Work shall be based upon the monthly fee as identified on their proposal.

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, the City shall pay the Contractor as follows:

- (1) On or about the 25th day of each month, the vendor will submit an invoice for the previous month's services;

- (2) Staff will process the invoice in a timely manner.
- (3) Once approved the city will finalize the payment process and issue a check for the correct amount owed within 30 days of receipt of invoice.

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 schedule of services and times of day that the vendor will on site to perform those duties.

and

- (2) a list of workers and their vital information to be submitted so background check can be performed for admittance into secure areas

Once schedule is approved by City, there shall be no change unless otherwise approved by City. Any proposed new worker shall also submit to background check. No worker shall be employed on site without ongoing approval of the City.

b) Completion of the Work in accordance with the time limits set forth in the work schedule is an essential condition of the Contract.

c) After Commencement of the Work on November 12025, 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 Work Schedule. If the Contractor falls behind the work schedule for any reason, he shall promptly take, such action as is necessary to remedy the delay, provided, however, that if the delay is excusable under Article VI hereof, the Contractor will not be required 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. Work shall continue until October 31,, 2029.

ARTICLE VI

Delays Beyond Contractor's Control

(a) If the Contractor fails to complete the Work in accordance with the work 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. If, as a result of any such cause beyond the Contractor's control, the delay in completion of the Work in accordance with the Work 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 Work 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 shall not constitute a cause for granting an extension of time.

(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. Any claim for an increase in the Contract Sum resulting from any such change in the Work shall be presented by the Contractor in the proposed Change Order.

(b) If the requested change would result in a delay in the Work Schedule, the provisions of paragraph (c) of Article V and Article VI hereof shall apply. If the requested change would result in a decrease in the time required to perform the Work, the completion date and the Work Schedule shall be adjusted by agreement between the parties to reflect such decrease.

(c) Any adjustment in the Contract Sum for duly authorized extra work or change in the Work shall be based on a negotiated price between the city and the vendor.

ARTICLE VIII

Termination by City

Performance of the Work hereunder may be terminated in whole or part by the City in its discretion by giving thirty (30) days prior written notice to the Contractor.

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. Certificates evidencing such insurance shall be furnished the City prior to Contractor commencing the work on this project. The certificates must state **"The City of Creve Coeur is an additional primary insured."** The certificate must provide for thirty (30) days advance notice to the City as certificate holder of any change or cancellation, and any necessary policy endorsements must be provided.

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.

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, income, limited English proficiency, sex, gender identity, sexual orientation, age or disability 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, income, limited English proficiency, sex, gender identity, sexual orientation, age or disability.

4. Sanctions for Noncompliance: In the event the contractor's noncompliance with the nondiscrimination provisions of this contract, the City shall impose such contract sanctions as it 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.
5. 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 City may direct as a means of enforcing such provisions including sanctions for noncompliance.

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.

ARTICLE XII

The Work

The Contractor shall furnish all labor, materials, and equipment and supplies as necessary to complete all activities within the project limits, as specified in the Contract Documents. The Scope of Work generally includes performance of custodial services at the Creve Coeur Government Center. The Scope of Work provides for items as more specifically described in the attached Scope of Work and Technical Description. All work shall be completed to the satisfaction

of the Director of Public Works for the City of Creve Coeur.

Scope of Work and Technical Description

Custodial Services Contract for the
Creve Coeur Government Center
Police Department Building,
& the Dielmann Recreation Complex

CITY OF CREVE COEUR, MO

The City of Creve Coeur, MO is soliciting proposals for Custodial Services at the Creve Coeur Government Center and Police Station located at 300 & 350 North New Ballas Road, MO 63141.

The contract term will begin on November 1, 2025 and terminate on October 31, 2029. Listed below and on the next several pages are the expectations and requirements of this contract.

GENERAL REQUIREMENTS: Government Center Upper and Lower Levels

Entrance, Lobby and Hallways

Empty trash, spot clean containers & replace liners (DAILY)
Clean and drinking fountains (DAILY)
Clean / dust reception areas, counter tops and window panels (DAILY)
Straighten magazines and brochures in holders (as needed)
Vacuum carpeting and mats (as needed, no less than WEEKLY)
Sweep / dry mop hard surface floors – get into corners (DAILY)
Sanitize door handles and door knobs (DAILY)
Clean glass on all entry doors and service counters (DAILY)
Dust baseboards (WEEKLY)
Wipe furniture (WEEKLY)
Empty cigarette urns - outside designated areas (WEEKLY)
Wet mop hard surface floors – get into corners & under floor mats (as needed, no less than WEEKLY)
Dry Mop floors (DAILY or as needed)

Private Offices, Cubicles/Work Stations/Conference Rooms

Empty trash, spot clean containers & replace liners (DAILY)
Spot clean interior glass (as needed or at least MONTHLY)
Vacuum carpeting, get into hard-to-reach areas (as needed, no less than WEEKLY)
Sweep / dry mop hard surface floors – get into corners (DAILY)
Sanitize tables & flat surfaces – (WEEKLY)
High dust areas to include vents, blinds and door and window frames – (MONTHLY)
Low dust areas to include chair and table legs – (MONTHLY)
Wipe and sanitize telephones – (WEEKLY)
Dust baseboards – (WEEKLY)

Council Chambers

Empty trash, spot clean containers & replace liners as needed
Vacuum carpeting, get into hard-to-reach areas (WEEKLY)
Damp wipe, chairs, tables, podium and dais (as needed, no less than MONTHLY)

Break Room, Employee Lunchrooms & Coffee Bar

Empty trash, spot clean containers and replace liners (DAILY)
Sanitize door, refrigerator and appliances handles (DAILY)

Clean and straighten coffee areas (DAILY)
Clean and sanitize tables, chairs, counter tops and sinks (DAILY)
Clean Microwave ovens ((DAILY)
Spot clean walls (DAILY)
Clean front of vending machines, and refrigerator (WEEKLY)
Sweep / dry mop hard surface floors – get into corners (DAILY)
Mop hard surface floors (as needed, no less than WEEKLY)
Dust top of refrigerator and window sills (WEEKLY)

Restrooms, Locker Rooms, Workout Rooms

Clean and disinfect toilet bowls and urinals (DAILY)
Scour and disinfect sinks and fixtures (DAILY)
Clean and disinfect countertops (DAILY)
Clean mirrors (DAILY)
Empty trash, spot clean container and replace liners (DAILY)
Dust vents and horizontal surfaces (DAILY)
Spot clean walls, light switches and cabinets (DAILY)
Restock restrooms with supplies (towels & tissue) (DAILY)
Sweep/ dry mop floors – get into corners (DAILY)
Clean and wipe down shower stalls (DAILY)
Wash and disinfect hard floors, get into corners (DAILY)
Clean partitions in restrooms (WEEKLY)
Replenish paper goods & toilet seat covers, (as needed)

Restrooms, Locker Rooms, Workout Rooms

Clean and disinfect toilet bowls and urinals (DAILY)
Scour and disinfect sinks and fixtures (DAILY)
Clean and disinfect countertops (DAILY)
Clean mirrors (DAILY)
Empty trash, spot clean container and replace liners (DAILY)
Dust vents and horizontal surfaces (DAILY)
Spot clean walls, light switches and cabinets (DAILY)
Restock restrooms with supplies (towels & tissue) (DAILY)
Sweep/ dry mop floors – get into corners (DAILY)
Clean and wipe down shower stalls (DAILY)
Wash and disinfect hard floors, get into corners (DAILY)
Clean partitions in restrooms (WEEKLY)
Replenish paper goods & toilet seat covers, (as needed)

Stairwell(s)

Sweep/dry mop hard surface floors (WEEKLY)
Check stairwells for trash (DAILY)
Vacuum carpeting, including mats (WEEKLY)
Dust handrails and supports (WEEKLY)
Wet mop stairs – get into corners (WEEKLY)

Elevator(s)

Vacuum carpeted areas (WEEKLY)
Vacuum elevator tracks (WEEKLY)
Clean and wipe elevator cabs (WEEKLY)
Clean and sanitize keypads (DAILY)

Janitorial Closet(s) & Storage Area(s)

Clean utility sink (DAILY)
Maintain equipment and supplies in a neat and orderly fashion (DAILY)
Remove trash and empty boxes (DAILY)
Sweep / mop floors (WEEKLY)

Areas to be **EXCLUDED at the Government Center:**

Multi-Purpose Room & Kitchen
Office spaces and meeting rooms north of the lower level main entrance
Gymnasium
Shooting Range

GENERAL REQUIREMENTS: Police Building Upper and Lower Levels

Entrance, Lobby and Hallways

Empty trash, spot clean containers & replace liners (DAILY)
Clean and drinking fountains (DAILY)
Clean / dust reception areas, counter tops and window panels (DAILY)
Straighten magazines and brochures in holders (as needed)
Vacuum carpeting and mats (as needed, no less than WEEKLY)
Sweep / dry mop hard surface floors – get into corners (DAILY)
Sanitize door handles and door knobs (DAILY)
Clean glass on all entry doors and service counters (DAILY)
Dust baseboards (WEEKLY)
Wipe furniture (WEEKLY)
Empty cigarette urns - outside designated areas (WEEKLY)
Wet mop hard surface floors – get into corners & under floor mats (as needed, no less than WEEKLY)
Dry Mop floors (DAILY or as needed)

Private Offices, Cubicles/Work Stations/Conference Rooms

Empty trash, spot clean containers & replace liners (DAILY)
Spot clean interior glass (as needed or at least MONTHLY)
Vacuum carpeting, get into hard to reach areas (as needed, no less than WEEKLY)
Sweep / dry mop hard surface floors – get into corners (DAILY)
Damp wipe tables & flat surfaces – (WEEKLY) desktops upon request

High dust areas to include vents, blinds and door and window frames – (MONTHLY)
Low dust areas to include chair and table legs – (MONTHLY)
Wipe and sanitize telephones – (WEEKLY)
Dust baseboards – (WEEKLY)

Meeting Room

Empty trash, spot clean containers & replace liners as needed
Vacuum carpeting, get into hard to reach areas (WEEKLY)
Damp wipe, chairs, tables, podium and dais (as needed, no less than MONTHLY) 12

Break Room, Employee Lunchrooms & Coffee Bar

Empty trash, spot clean containers and replace liners (DAILY)
Sanitize door, refrigerator and appliances handles (DAILY)
Clean and straighten coffee areas (DAILY)
Clean and sanitize tables, chairs, counter tops and sinks (DAILY)
Clean Microwave ovens ((DAILY)
Spot clean walls (DAILY)
Clean front of vending machines, and refrigerator (WEEKLY)
Sweep / dry mop hard surface floors – get into corners (DAILY)
Mop hard surface floors (as needed, no less than WEEKLY)
Dust top of refrigerator and window sills (WEEKLY)

Restrooms, Locker Rooms, Workout Rooms

Clean and disinfect toilet bowls and urinals (DAILY)
Scour and disinfect sinks and fixtures (DAILY)
Clean and disinfect countertops (DAILY)
Clean mirrors (DAILY)
Empty trash, spot clean container and replace liners (DAILY)
Dust vents and horizontal surfaces (DAILY)
Spot clean walls, light switches and cabinets (DAILY)
Restock restrooms with supplies (towels & tissue) (DAILY)
Sweep/ dry mop floors – get into corners (DAILY)
Clean and wipe down shower stalls (DAILY)
Wash and disinfect hard floors, get into corners (DAILY)
Dust locker doors/vents and bench seat/track (WEEKLY)
Clean partitions in restrooms (WEEKLY)
Replenish paper goods & toilet seat covers, (as needed)

Stairwell(s)

Sweep / dry mop hard surface floors (DAILY)
Check stairwells for trash (DAILY)
Vacuum carpeting, including mats (WEEKLY)
Dust handrails and supports (WEEKLY)
Wet mop stairs – get into corners (WEEKLY)

Elevator(s)

Vacuum carpeted areas (WEEKLY)
Vacuum elevator tracks (WEEKLY)
Clean and wipe elevator cabs (WEEKLY)
Clean and sanitize keypads (DAILY)

Janitorial Closet(s) & Storage Area(s)

Clean utility sink (DAILY)
Maintain equipment and supplies in a neat and orderly fashion (DAILY)
Remove trash and empty boxes (DAILY)
Sweep / mop floors (WEEKLY)

Areas to be **EXCLUDED at the Police Building:**

Photo Lab
Armory
I.T. Room
Police Department Closets
Cell Block
Holding Area
Booking Area
Finger Print Room

GENERAL REQUIREMENTS: Dielmann Recreation Complex

Golf Locker Rooms (2) / Rink Lobby Restrooms (2) / Rink Locker Rooms (6)

Clean and disinfect toilet bowls and urinals (DAILY)
Scour and disinfect sinks and fixtures (DAILY)
Clean and disinfect countertops (DAILY)
Clean mirrors (DAILY)
Empty trash, spot clean container and replace liners (DAILY)
Clean ice rink locker room showers (DAILY)
Dust vents and horizontal surfaces (DAILY)
Spot clean walls, light switches and cabinets (DAILY)
Restock restrooms with supplies (towels & tissue) (DAILY)
Sweep/ dry mop floors – get into corners (DAILY)
Clean and wipe down shower stalls (DAILY)
Wash and disinfect hard floors, get into corners (DAILY)
Clean partitions in restrooms (WEEKLY)
Replenish paper goods (as needed)

Working Hours (3 hours per day, Sunday thru Thursday (preferred)

1st Choice – 7 to 10 AM
2nd Choice – 7 to 10 PM

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: _____

CONTRACTOR

By: _____
Signature

Printed Name

Title

(SEAL)

Attest: _____

Date: _____



To: Jim Hines, Director of Public Works

Facility Address: Creve Coeur Government Center, 300 N New Ballas Rd, Creve Coeur, MO 63141

Subject: Four-Year Janitorial Services Pricing Proposal (2026–2029)

Jim,

Here's the updated janitorial service pricing proposal per your request, effective starting 2026 through 2029, including a structured annual increase of 4% for continued alignment with rising operational costs:

- **2026 Monthly Rates**
 - Government Center: \$4,000
 - Police Department: \$1,750
 - Golf Course / Ice Rink: \$1,000
- **Annual Escalation:** Each facility's rate increases by 4% each year starting in 2027:

Year	Gov't Center	Police Dept.	Golf Course / Ice Rink
2026	\$4,000	\$1,750	\$1,000
2027	\$4,160 (+4%)	\$1,820 (+4%)	\$1,040 (+4%)
2028	\$4,326 (+4%)	\$1,893 (+4%)	\$1,082 (+4%)
2029	\$4,499 (+4%)	\$1,968 (+4%)	\$1,125 (+4%)

Window Cleaning Services (per occurrence, 2026–2029)

- Government Center: **\$800 per cleaning**

- Police Department: **\$650 per cleaning**

Note: Window cleaning pricing is fixed per occurrence for the three-year term. Services will be scheduled at your request during the contract period.

This approach ensures transparency and proactive cost expectations management over the contract period. I'm happy to revise formatting or drilling into line-item specifics if needed.

Respectfully,

Joshua Dorsey
100 Rue Saint Francois St
Ste 105
Florissant MO, 63031



2025 NORTH AMERICAN MAYORS SUMMIT AGAINST ANTISEMITISM
DECEMBER 2-4, 2025
NEW ORLEANS, LOUISIANA

Make an Impact in the Fight Against Antisemitism

The fight against antisemitism begins at the local level, and mayors are on the front lines. This December, more than 300 municipal leaders from across North America will gather in New Orleans for the 2025 Mayors Summit Against Antisemitism, hosted by the Combat Antisemitism Movement (CAM) and the City of New Orleans.

As antisemitism and hate-fueled extremism rise at an alarming pace, the role of municipal leaders has never been more urgent. This summit is a call to action. It is a dynamic, high-impact, bipartisan convening where mayors and city officials will come together to share strategies, forge partnerships, and chart a path forward for cities to confront antisemitism with clarity and purpose.

Set against the iconic backdrop of New Orleans, a city that recently responded to a terror attack with unity and strength, the 2025 summit builds on the momentum of past summits in Fort Lauderdale and Beverly Hills. Through thoughtful conversations, practical tools, and expert guidance, participants will explore city-focused strategies to drive real change at home and translate their values for hate-free communities into tangible city-led action.

Attendees will also become part of CAM's year-round municipal network, gaining access to resources like the Municipal Antisemitism Action Index to measure impact, adopt best practices, and lead safer, stronger communities.

We hope you'll join us in New Orleans this December for a summit rooted in action, resilience,

and hope. Real change starts in our cities, where courageous leadership can turn the tide against antisemitism.

SCHEDULE OF EVENTS

The 2025 Summit agenda is purpose-built to equip mayors and local leaders with real-world tools, connections, and strategies to combat antisemitism in their cities. Through inspiring keynote addresses, focused breakout sessions, and curated networking events, you'll gain practical insights you can immediately apply back home.

Topics will include interfaith collaboration, law enforcement partnerships, hate crime prevention, education initiatives, and tools for measuring local progress using CAM's Municipal Antisemitism Action Index.

Stay tuned: A full program with confirmed speakers, session details, and special events will be revealed soon. We're designing every moment to inspire action, drive meaningful outcomes, and equip you to build stronger, hate-free communities.

Tuesday, December 2, 2025

12:00 PM | Arrive in New Orleans

Arrive by 12:00 PM to get settled before the afternoon program begins.

1:00 – 3:30 PM | Opening Plenary

Kick off the summit with an engaging plenary session, setting the stage for the days ahead.

5:00 – 10:00 PM | Second Line Parade, Welcome Reception & Opening Dinner

Your evening begins with an unforgettable Second Line Parade, followed by a spirited welcome reception and dinner - a vibrant introduction to the culture and rhythm of New Orleans.

Wednesday, December 3, 2025

7:30 – 8:30 AM | Breakfast & Networking

Start the day with breakfast and informal networking.

8:30 AM – 12:00 PM | Breakout Sessions

Dive into key topics including education, law enforcement partnerships, and interfaith engagement during focused breakout discussions.

12:30 – 1:30 PM | Lunch

Reconnect with peers over a shared midday meal.

1:30 – 5:30 PM | Afternoon Plenaries & Panels

Participate in dynamic plenary sessions and panel discussions with experts and fellow municipal leaders.

7:00 – 10:30 PM | Cocktail Reception & Gala Dinner

Celebrate progress and community with an elegant evening of cocktails and dinner.

Thursday, December 4, 2025

8:30 – 9:30 AM | Networking Breakfast

Begin the final day with breakfast and continued networking opportunities.

9:30 AM – 12:00 PM | Invitation-Only Partner Meetings

An exclusive block reserved for targeted discussions and strategic collaboration among municipal leaders and partners.

FREQUENTLY ASKED QUESTIONS (FAQs)

Who Can Attend?

The 2025 Mayors Summit Against Antisemitism is primarily designed for local municipal officials, including mayors, town supervisors, and city council members. However, state officials, community leaders, activists, and other stakeholders committed to combating antisemitism are also welcome to attend. We encourage participation from all those dedicated to promoting inclusivity and fighting antisemitism within their communities.

Can I bring a guest?

Yes! All invited municipal officials can attend the Summit free of charge. Airfare and hotel accommodations will be covered for one designated representative per municipality.

For non-municipal attendees, a fee structure applies. Guests who wish to attend only the Summit dinner events will be charged \$750, while those who would like to participate in the full two-day program will incur a fee of \$1,500. We encourage all guests to register early to ensure their participation.

Who are the speakers?

Our keynote speakers include prominent leaders and experts in the field. A full list of speakers and their biographies will be released soon.

When will we have access to the final agenda?

The final agenda will be distributed the week of November 24th.

I have dietary restrictions. How can I ensure that all meals meet the needs of my dietary requirements?

Please specify any dietary restrictions or special requirements during the registration process. Upon arrival, you will be provided with dietary restriction cards to place at your seat during meals. These cards will inform the catering staff of your needs to ensure that you receive appropriate meals.

Will the hotel have Wi-Fi?

Yes, Wi-Fi is available in each guest room and the session ballrooms.

Are there opportunities for networking?

Yes. The Mayors Summit is designed to serve as a premier forum for collaboration and knowledge exchange among municipal leaders. The program includes multiple structured networking sessions, roundtable discussions, and informal engagement opportunities to facilitate dialogue, share best practices, and build strategic partnerships that strengthen communities.

How can I become a sponsor?

Donations can be made [here](#).

If you would like to become an official sponsor, please reach out to our Chief Government Affairs Officer, Lisa Katz (Lisa@CombatAntisemitism.org) for more information.

What is the Municipal Antisemitism Action Index?

The Municipal Antisemitism Action Index is a tool developed by CAM to help municipalities assess their efforts to combat antisemitism and identify opportunities for improvement. The Index provides a structured framework for evaluating policies, programs, and actions.

You can learn more about the Index at CAM's [Municipal Antisemitism Action Center](#).

Who can I contact for additional questions?

For any additional questions, please contact our team at Summit@CombatAntisemitism.org.

REGISTRATION AND FEES

How do I know if my registration has gone through?

After submitting your registration form, you will receive an email confirming that your submission has been received. Please allow a few minutes for this email to arrive.

Please note that this email only acknowledges receipt of your registration. A separate email will be sent once your registration has been officially confirmed.

We kindly ask that you submit the form only once. To ensure our emails do not end up in your spam folder, please add Summit@combatantisemitism.org to your contacts.

When does registration close?

Registration will close on November 7th. However, please note that space for the Summit is filling up quickly, and covered accommodations and airfare may become unavailable before the registration deadline. We encourage you to register as soon as possible to secure your spot.

What is the registration fee?

There is no registration fee for municipal officials.

For non-municipal attendees, there is a fee structure in place. Guests who wish to attend the Summit dinner events will be subject to a fee of \$750, while those who would like to participate in the entire Summit programming will incur a fee of \$1,500. We encourage all guests to register early to ensure their participation.

What are the requirements for municipal officials to attend?

All municipal officials who plan to attend the summit must complete the [Municipal Antisemitism Action Index Survey](#) as part of the registration process. This survey is mandatory for all participating municipalities and helps ensure that every attending city contributes to the shared goal of measurable progress against antisemitism.

For returning mayors, there is an additional requirement:

- Complete the [Municipal Antisemitism Progress Report](#) and
- Demonstrate measurable progress since your last summit participation to qualify for fully funded airfare and hotel accommodations.

What expenses are covered?

Registration is free for all municipal officials and includes access to all summit programming, along with the following meals:

- December 2: Dinner
- December 3: Breakfast, lunch, and dinner
- December 4: Breakfast

For eligible municipal participants, the following expenses are covered:

- Registration fee (includes all sessions and meals listed above)
- Airfare for one designated representative per municipality
- Hotel accommodations for one designated representative per municipality for the official summit dates (December 2–4), plus the night of December 1 if early arrival is needed

If you wish to extend your hotel stay beyond December 4, or book additional hotel rooms, the nightly rate is \$184 plus taxes and fees, payable at check-in.

ACCOMMODATIONS AND TRAVEL

What time should I arrive?

The afternoon programming commences at 1:00PM on December 2, 2025.

For those traveling by plane, we recommend arriving at Louis Armstrong New Orleans International Airport (MSY) no later than 12:00 PM to ensure sufficient time for transportation to the hotel.

Is transportation provided?

Yes! We will be arranging transfers between the airport and the hotel, as well as transportation between all summit venues. Please expect more details about your specific arrangements closer to the event date.

Are hotel accommodations included?

Hotel accommodations are covered for one representative per municipality, including but not limited to mayors, town supervisors, county administrators and executives, and village presidents.

We are pleased to offer a group hotel rate for **\$184 per night**, plus taxes and fees.

Please note that **returning participants are subject to eligibility requirements** for covered accommodations. This includes:

- Completing the [Municipal Antisemitism Progress Report](#) prior to the summit
- Demonstrating tangible progress toward combating antisemitism in their community

How do I make my hotel reservation?

For eligible municipal officials, CAM staff will handle your hotel reservation based on the dates you provide on the travel form sent via email after your registration.

For all other attendees, if you wish to reserve a room at our block rate, please indicate this on your registration form. You will then receive an email with further instructions.

How do I book my airfare?

Upon registration, you will receive a link to sign up to AllFly, our exclusive travel booking platform. The Combat Hate Foundation will cover the cost of round-trip economy flights. You can select the most convenient flight for you through the AllFly Portal, and the expenses will be taken care of directly.