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**AMENDED AGENDA
CITY OF CREVE COEUR
CITY COUNCIL MEETING
300 N NEW BALLAS ROAD
Monday, January 27, 2014
7:00 PM**

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

PRESENTATION OF CAFR

COMMENTS FROM THE GENERAL PUBLIC

(Citizens are asked to limit comments to three minutes and to complete a speaker card)

ACCEPTANCE OF 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

1. CONSENT AGENDA

- a. Council Minutes dated January 13, 2014**

BILLS PAYABLE REPORT

For Information Only

Summary: A report of bills payable dated January 22, 2014 in the amount of \$268,540.02 has been provided for Council review. No vote is required.

UNFINISHED BUSINESS

- 2. Bill No. 5467 - An Ordinance Authorizing The City Of Creve Coeur To Enter Into A Contract With The St. Louis County Police Department To Provide A Police Officer To The St. Louis County Bureau Of Drug Enforcement. Final Reading and Passage**

Summary: The City Administrator will be authorized to enter into a contract with the St. Louis County Police to provide one Police Officer to the St. Louis County Bureau of Drug Enforcement.

- 3. Bill No. 5468 - An Ordinance Amending The Adopted 2013-2014 General Fund And Capital Fund Budgets Of The City Of Creve Coeur**



CITY OF CREVE COEUR – AMENDED AGENDA
CITY COUNCIL MEETING
Monday, January 27, 2014
7:00 PM

**By Authorizing Additional Appropriations And Unappropriations
From Operating Departments. Final Reading and Passage**

Summary: An Ordinance to amend the General and Capital Funds budgets of the FYE 14 budget.

NEW BUSINESS

- 4. Bill No. 5469 - An Ordinance Amending Section 405.470, Conditional Uses, Of The Creve Coeur Zoning Ordinance To Allow For Drive-Thru Restaurants On Sites Of Two Or More Acres With Certain Requirements, And To Correct A Clerical Error. First Reading**
Summary: An application by Panera Bread Co. was submitted for an amendment to Section 405.470(14) Conditional Uses, of the Creve Coeur Zoning Ordinance to allow for drive-thru restaurant services on sites of at least two acres but less than three acres. Planning and Zoning Commission did not recommend approval.
- 5. Bill No. 5470 - An Ordinance Authorizing The Installation Of One (1) Fire Hydrant For West Side Of Decker Lane Near 693 Decker Lane In The City Of Creve Coeur, Missouri. First Reading**
Summary: Request of the Creve Coeur First Protection District to allow the installation of a fire hydrant for the newly constructed Assisted Living facility located at 693 Decker Lane.
- 6. Bill No. 5471 - An Ordinance Amending Title VI, Chapter 610, Of The Code Of Ordinances Of The City Of Creve Coeur, By Adding Provisions Regarding Mobile Food Vendors. First Reading**
Summary: An ordinance to provide for the regulation of mobile food vending businesses (food trucks) within the City of Creve Coeur.
- 7. Resolution No. 1096 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Execution Of A Contract With Thouvenot, Wade & Moerchen, Inc., For Professional Engineering Services Related To The Coeur De Ville Rehabilitation Project For The Amount Of \$69,905.50.**
Summary: City staff has found Thouvenot, Wade & Moerchen, Inc. (TWM) to be the most qualified of those firms submitting letters of interest for the Coeur de Ville Drive Rehabilitation Project, and staff recommends that the City enter into a contract with TWM for the design of the project.



CITY OF CREVE COEUR – AMENDED AGENDA
CITY COUNCIL MEETING
Monday, January 27, 2014
7:00 PM

A federal grant has been obtained to reimburse up to 80% of the design and construction costs for the Coeur de Ville Drive project.

- 8. Resolution No. 1097 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri, Authorizing The Execution Of A Contract With The Greenwood Group For Mowing Services In City Parks For The 2014 And 2015 Growing Seasons, For The Sum Of \$34,230.00 For The 2014 Growing Season.**

Summary: City staff recommends entering into a two-year contract with The Greenwood Group for mowing services in the City's parks. Similar to the contract that just expired, the proposed contract includes an optional one-year extension should a third year be desired by both parties.

- 9. Resolution No. 1098 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri, Authorizing The Execution Of A Contract With The Greenwood Group For Grounds Maintenance Services For The Interstate 270/Olive Boulevard Interchange For The 2014 And 2015 Growing Seasons, For The Sum Of \$38,980.00 For The 2014 Growing Season.**

Summary: City staff recommends entering into a two-year contract with The Greenwood Group for mowing and other maintenance services at the I-270/Olive interchange. Similar to the contract that just expired, the proposed contract includes an optional one-year extension should a third year be desired by both parties

APPOINTMENTS

- 10. Appointments to the Newly Created Government Center Space Needs Task Force**

Summary: Council is asked to consider the recommendations of the Nominating Committee for appointment.

BUSINESS FROM THE MAYOR and CITY COUNCIL

- 11. Trash and Recycling Service**

Summary: Continued discussion of the City's options for trash and recycling service. The City's current contract expires June 30, 2014.

BUSINESS FROM CITY ADMINISTRATOR

- 12. Citywide Garage Sale**



CITY OF CREVE COEUR – AMENDED AGENDA
CITY COUNCIL MEETING
Monday, January 27, 2014
7:00 PM

Summary: Parks and Recreation staff and the Parks Committee are proposing a citywide garage sale on April 26, 2014.

13. Parks and Recreation Sponsorships

Summary: Staff will review the 2014 Parks and Recreation Sponsorship program with the City Council.

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: _____ posted 1/23/14
Deborah Ryan, MPCC
City Clerk



**CITY OF
CREVE COEUR
MISSOURI**

**COMPREHENSIVE
ANNUAL FINANCIAL
REPORT**

**FOR THE YEAR ENDED
JUNE 30, 2013**

CITY OF CREVE COEUR, MISSOURI

***COMPREHENSIVE ANNUAL
FINANCIAL REPORT***

FOR THE FISCAL YEAR ENDED
JUNE 30, 2013

REPORT PREPARED AND SUBMITTED BY THE
FINANCE DEPARTMENT

Mark C. Perkins, City Administrator
and
Daniel N. Smith, CPA, Director of Finance

CITY OF CREVE COEUR, MISSOURI

FINANCIAL REPORT

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SECTION I
INTRODUCTORY SECTION



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

December 9, 2013

To the Honorable Mayor and
Members of the City Council
City of Creve Coeur, Missouri

The Comprehensive Annual Financial Report of the City of Creve Coeur, Missouri (the City) for the fiscal year ended June 30, 2013 is hereby submitted for your review. Responsibility for both the accuracy of the presented data and the completeness and fairness of the presentation, including all disclosures, rests with the City. To the best of our knowledge and belief, the enclosed data is accurate, in all material respects, and is reported in a manner designed to present fairly the City's financial position and results of operations. All disclosures necessary to enable the reader to gain an understanding of the City's financial activities have been included.

U.S. generally accepted accounting principles (GAAP) requires that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of a Management Discussion and Analysis (MD&A). This letter of transmittal is designed to complement the MD&A and should be read in conjunction with the analysis. The City's MD&A can be found immediately following the independent auditors' report.

The City provides a wide range of services including: police protection, street maintenance, limb chipping and leaf pick-up programs, capital improvements, planning and zoning, building permit issuance and inspection, code enforcement, health and sanitation (including recycling), and cultural and recreational services.

The City is an independent reporting entity clearly within the criteria established by the Governmental Accounting Standards Board.

CITY OF CREVE COEUR, MISSOURI

The City is located in St. Louis County approximately 15 miles west of downtown St. Louis. It is the home of the world-renowned Monsanto Corporation, Missouri Baptist University, and two of the area's largest medical centers. Initially a farming community, the City has developed into a thriving community in central St. Louis County with beautiful homes, nearly 100 acres of parkland, over 1,000 businesses, and a number of high-tech office parks. The City was one of many unincorporated communities that grew along Olive Street Road. Its name, which means "broken heart" in French, comes from nearby Creve Coeur Lake. When the City was incorporated in December 1949, less than one square mile housed a population of 1,875. Today, the population of the City is 17,833 spanning 11.4 square miles with approximately 7,800 housing units.

The City is a home rule municipal corporation operating under its own charter. The City operates under the Council-City Administrator form of government. The City Council consists of eight members, two representatives for each of the City's four wards. Each Council Member is elected to a two-year term. The Mayor is elected for a term of three years. The Mayor with concurrence of the City Council appoints the City Administrator who oversees the daily operations of the City. The City Administrator appoints all department directors with City Council approval.

FINANCIAL INFORMATION

In developing the City's accounting system, consideration is given to the adequacy of internal accounting controls. Internal accounting controls are designed to provide reasonable assurance that assets are effectively safeguarded and those transactions are executed in accordance with management's authorization and are properly recorded. The concept of reasonable assurance recognizes the cost of a control should not exceed the benefits likely to be derived and that the evaluation of cost and benefits requires estimates and judgments by management. Within this framework, we believe that the City's system of internal accounting controls adequately safeguards assets and provides reasonable assurance of proper recording of financial transactions.

Budgeting Controls: Missouri State Law and the City Charter require annual budgets be prepared for the General and Capital Projects Funds. In addition, the City Charter requires that every two years, preparation of a Capital Improvement Program and Three-Year Financial Overview Report, with the proposed capital expenditures for the ensuing fiscal year, be incorporated into the annual operating budget. Budgetary control is maintained by the encumbrance of estimated purchase amounts prior to the release of purchase orders to vendors. Appropriations lapse at year-end to the extent that they have not been expended; however, encumbrances generally are re-appropriated as part of the following year's budget. The City Council exercises control over budgeted expenditures throughout the fiscal year. The City Administrator may make appropriation transfers within the operating expenditures and capital outlays of each department.

ECONOMIC DEVELOPMENT ACTIVITIES

Substantial economic growth continued to occur in the City in Fiscal Year 2013. Some of the larger developments approved or constructed in Fiscal Year 2013 included:

1. Approval and initial construction of the Plaza Motors Jaguar/Land Rover Car Dealership
2. Approval and initial construction of Goddard School project
3. Approval of Villas at Mosley subdivision
4. Aldi's grocery store began operation on Olive Blvd
5. Began the process of updating the City's Comprehensive Plan
6. Developed a draft of a "Form-Based" Zoning Code for the City's downtown area
7. Submittal of a 5-year Map Plan to Boundary Commission

All of this development within the City reflects its continued economic viability even during difficult times. The City, with its emphasis in medical services (two major hospitals) and technology, is well prepared for the future.

MAJOR INITIATIVES

During Fiscal Year 2013 the City undertook or continued several major initiatives, including:

1. Street Capital Maintenance program -- During the year the City obligated and spent over \$1.1 million to properly maintain its streets
2. Reconstruction of Chasselle Lane
3. Stormwater project on Chilton Lane
4. Completed construction of the West Olive Lighting Project
5. Completed construction of the Ladue Sidewalk Project
6. Began Graeser Road Engineering

LONG-TERM FINANCIAL PLANNING

Fiscal Year 2013 was a good year and the City ran a significant surplus. Long-range projections indicate that this trend will continue for the next two years.

DEBT ADMINISTRATION

At June 30, 2013, the City has no outstanding general obligation debt. Under Missouri Statutes, the City's general obligation debt issuance is subject to legal limitation based on 10% of total assessed value of real and personal property.

CASH MANAGEMENT

Idle cash during the fiscal year is invested in vehicles authorized by Missouri Statutes, which included obligations of the federal government and certificates of deposit.

The City's investment policy strives to earn the highest possible rate of return on invested funds without sacrificing either safety or liquidity. All deposits are secured by the Federal Deposit Insurance Corporation and pledged securities. The securities pledged satisfy the requirements established under current state and federal laws. The City hired a part-time investment advisor to assist with revision of the investment policy and develop a longer term investment strategy for operating funds.

RISK MANAGEMENT

The City is a member of a self-insured pool comprised of municipalities in St. Louis County. The pool covers both liability exposures and workers' compensation. On July 1, 2009 the pool began offering health insurance coverage for its membership. Initially the City joined 11 other cities for the coverage. Daniel and Henry Company provides administration of the trust. Other insurance coverage's are provided through Daniel and Henry Company in conjunction with other pool members.

PENSION FUNDS

The City maintains a Defined Benefit (DB) Pension Trust Fund for the benefit of its full-time employees hired before May 24, 2006. Funding is determined annually through actuarial review from an independent actuary.

The City also maintains two Defined Contribution (DC) Plans. The Plans each cover eligible full-time employees. One of the Plans was established for employees hired after June 1, 2006.

POSTEMPLOYMENT BENEFITS

During the fiscal year ended June 30, 2009, the City implemented GASB 45, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*. The City now records a liability on the government-wide financial statements for the costs of providing retirees with health insurance benefits. This information was updated for the year ending June 30, 2012.

INDEPENDENT AUDIT

City Charter requires an annual audit of the books, financial records, and transactions that comprise all funds of the City by an independent Certified Public Accountant selected by the City Council. The auditors' opinion is included in this report.

AWARDS

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City for its comprehensive financial report for the fiscal year ended June 30, 2012. The Certificate of Achievement is a prestigious national award recognizing conformance with the highest standards for preparation of state and local government financial reports.

In order to be awarded a Certificate of Achievement, a government unit must publish an easily readable and efficiently organized annual financial report, whose contents conform to program standards. Such a comprehensive annual financial report must satisfy both GAAP and applicable legal requirements.

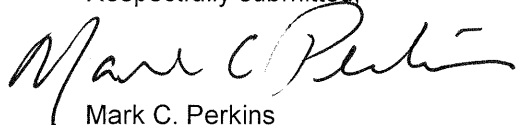
A Certificate of Achievement is valid for the period of one year. We believe our current financial report continues to conform to the Certificate of Achievement program requirements and we are submitting our report to the GFOA.

ACKNOWLEDGEMENTS

This report would not be possible without the assistance of the entire administrative staff of the City. We want to especially acknowledge the dedicated services of the staff of the Finance Department and Administrative Services Department. These staff personnel were key components in establishing the City's accounting systems. In addition, we would like to thank our auditors, Hochschild, Bloom & Company LLP, for their help in formulating this report.

Finally, we wish to extend our sincere gratitude to the Mayor, City Council, and Finance Committee for their leadership and support, without which the preparation of this comprehensive report would not be possible.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark C. Perkins". The signature is fluid and cursive, with the first name "Mark" being the most prominent part.

Mark C. Perkins
City Administrator

CITY OF CREVE COEUR, MISSOURI

CITY OFFICIALS

MAYOR

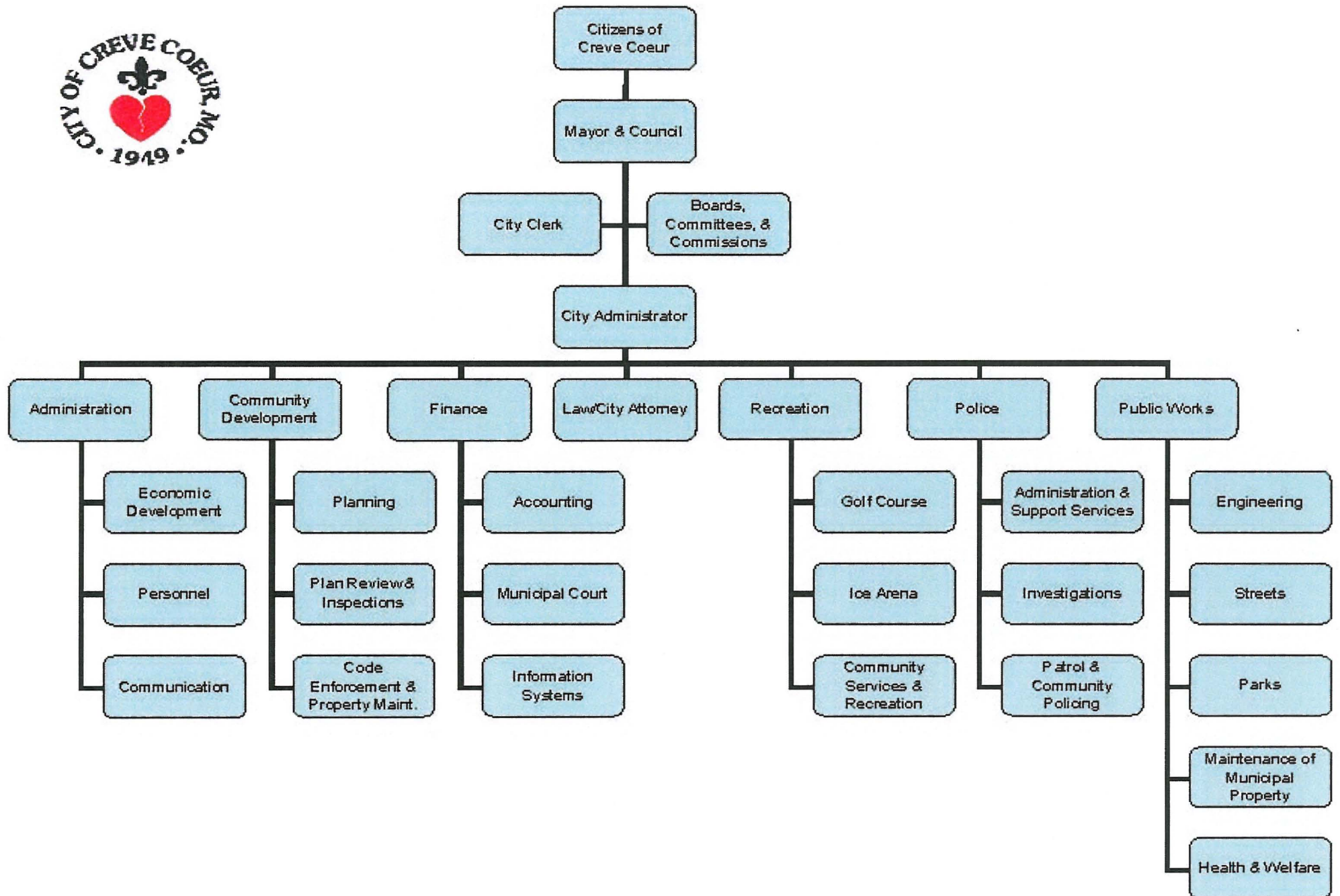
Barry Glantz

CITY COUNCIL

Ward I	David Kreuter	Cynthia Kramer
Ward II	A. James Wang	Ellen Lawrence
Ward III	Charlotte D'Alfonso	Robert Hoffman
Ward IV	Scott Saunders	Jeanne Rhoades

ADMINISTRATIVE STAFF

City Administrator	Mark C. Perkins
Assistant to the City Administrator	Jaysen Christensen
City Attorney	Carl Lumley
Prosecuting Attorney	Dennis Beckley
Municipal Judge	Timothy Engelmeyer
City Clerk	Deborah Ryan
Chief of Police	Glenn Eidman
Director of Finance	Daniel N. Smith, CPA, CPFO
Director of Public Works	James Heines
Planning Manager	Paul Langdon
Recreation Director	Kirsten Barnes





Government Finance Officers Association

**Certificate of
Achievement
for Excellence
in Financial
Reporting**

Presented to

**City of Creve Coeur
Missouri**

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

June 30, 2012

Executive Director/CEO

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SECTION II
FINANCIAL SECTION



Hochschild, Bloom & Company LLP
Certified Public Accountants
Consultants and Advisors

INDEPENDENT AUDITOR'S REPORT

December 5, 2013

The Honorable Mayor and City Council
CITY OF CREVE COEUR, MISSOURI

REPORT ON THE FINANCIAL STATEMENTS

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the **CITY OF CREVE COEUR, MISSOURI** (the City), as of and for the year ended June 30, 2013, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

- ☐ 16100 Chesterfield Parkway W., Suite 125, Chesterfield, Missouri 63017-4829, 636-532-9525, Fax 636-532-9055
- ☐ 1000 Washington Square, P. O. Box 1457, Washington, Missouri 63090-8457, 636-239-4785, Fax 636-239-5448

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An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City as of June 30, 2013, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Required Supplemental Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and required supplemental information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplemental information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The other supplemental information and introductory and statistical sections, as listed in the table of contents, are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The other supplemental information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance

with auditing standards generally accepted in the United States of America. In our opinion, the other supplemental information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

OTHER REPORTING REQUIRED BY *GOVERNMENT AUDITING STANDARDS*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 5, 2013 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Hochschild Groom & Company LLP
CERTIFIED PUBLIC ACCOUNTANTS

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City of Creve Coeur, Missouri
Management's Discussion and Analysis
June 30, 2013

As management of the City of Creve Coeur, Missouri (the City), we offer readers of the City's financial statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended June 30, 2013. We encourage readers to consider the information that we have furnished in our letter of transmittal at the front of this report along with the City's financial statements, including the footnotes that follow this Management's Discussion and Analysis (MD&A).

Financial Highlights

- On a government-wide basis the assets of the City exceeded its liabilities for the most recent fiscal year by \$68,707,962. The City has unrestricted net position totaling \$16,039,983, which can be used to fund the City's functions/programs.
- At the end of the current fiscal year, the City's governmental funds reported combined ending fund balances of \$19,961,763, an increase of \$1,092,285 in comparison with the prior year. Approximately 73.7% of this total amount, \$14,714,129, is available for spending at the City's discretion.
- At the end of the current fiscal year, unassigned fund balance for the General Fund was \$14,714,129 or 101% of total General Fund expenditures, an increase in comparison with the prior year unassigned fund balance.
- On a government-wide basis, the City's total liabilities decreased by \$1,317,457 or 18% during the current fiscal year. The decrease was largely due to significant decreases in accounts payable and payments made on long-term liabilities for Special Obligation Bonds.

Overview of the Financial Statements

This MD&A is intended to serve as an introduction to the City's financial statements. The City's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the basic financial statements. This report also contains required supplemental information in addition to the basic financial statements.

Government-wide Financial Statements

The *government-wide financial statements* are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business. Note the government-wide financial statements exclude Fiduciary Fund activities.

The *statement of net position* presents information on all of the City's assets, deferred outflows of resources, and liabilities, with the difference reported as *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The *statement of activities* presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying

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event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and accrued vacation leave).

The government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities*). The governmental activities of the City include general government, parks and recreation, judicial, planning, public works, public safety, and community development. The City operates business-like activities at the Ice Arena and Municipal Golf Course.

Fund Financial Statements

A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental funds financial statements focus on *near-term inflows and outflows of expendable resources*, as well as on *balances of expendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the City's near-term financial decisions. Both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and the government-wide *governmental activities*.

The City maintains several individual governmental funds. Information is presented separately in the governmental funds balance sheet and in the governmental funds statement of revenues, expenditures, and changes in fund balances for the General Fund and Capital Improvement Fund, which are considered to be major funds. Data from the other governmental fund is presented as "Lateral Sewer Fund - Nonmajor".

The City adopts an annual appropriated budget for all funds. Budgetary comparison statements have been provided for all budgeted funds to demonstrate legal compliance with the respective adopted budget.

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Proprietary Funds

The City maintains Enterprise Funds to report the same functions presented as business-type activities in the government-wide financial statements. The City uses Enterprise Funds to account for the operations at its Ice Arena and Municipal Golf Course.

Proprietary Funds provide the same type of information as the government-wide financial statements, only in more detail.

Fiduciary Funds

Fiduciary Funds are used to account for resources held for the benefit of parties outside the City. Fiduciary Funds are *not* reflected in the government-wide financial statements because the resources of those funds are *not* available to support the City's own programs. The accounting used for Fiduciary Funds is much like that used for Proprietary Funds.

Notes to the Basic Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Required Supplemental Information

In addition to the basic financial statements and accompanying notes, certain required supplemental information can be found following the notes to financial statements.

Other Supplemental Information

The individual fund statements and other supplemental information are presented immediately following the required supplemental information.

Government-wide Financial Analysis - Financial Analysis of the City as a Whole

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City, assets and deferred outflows of resources exceeded liabilities by \$68,707,962 at the close of the most recent fiscal year.

The largest portion of the City's net position reflects its investment in capital assets (e.g., land, buildings, park facilities, machinery and equipment, and infrastructure); less any related debt used to acquire those assets that is still outstanding. The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources used to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

City of Creve Coeur, Missouri
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Statement Of Net Position
June 30, 2013 And 2012

	Governmental		Business-type		Total		Percentage
	Activities		Activities				Change
	2013	2012	2013	2012	2013	2012	2012 - 2013
ASSETS							
Current and Other Assets	\$ 21,767,588	21,165,829	(1,248,310)	(1,313,611)	20,519,278	19,852,218	3.36 %
Capital Assets, Net	<u>50,272,561</u>	<u>50,981,451</u>	<u>3,586,842</u>	<u>3,869,783</u>	<u>53,859,403</u>	<u>54,851,234</u>	(1.81)
Total Assets	<u>72,040,149</u>	<u>72,147,280</u>	<u>2,338,532</u>	<u>2,556,172</u>	<u>74,378,681</u>	<u>74,703,452</u>	(0.43)
DEFERRED OUTFLOWS OF RESOURCES							
Deferred Charges on							
Refunding	<u>307,137</u>	<u>354,389</u>	<u>-</u>	<u>-</u>	<u>307,137</u>	<u>354,389</u>	(13.33)
LIABILITIES							
Long-term Liabilities	4,687,372	5,485,407	-	-	4,687,372	5,485,407	(14.55)
Other Liabilities	<u>1,195,280</u>	<u>1,733,293</u>	<u>95,204</u>	<u>76,613</u>	<u>1,290,484</u>	<u>1,809,906</u>	(28.70)
Total Liabilities	<u>5,882,652</u>	<u>7,218,700</u>	<u>95,204</u>	<u>76,613</u>	<u>5,977,856</u>	<u>7,295,313</u>	(18.06)
NET POSITION							
Net Investment in							
Capital Assets	46,543,616	46,485,745	3,586,842	3,869,783	50,130,458	50,355,528	(0.45)
Restricted	2,537,521	2,856,324	-	-	2,537,521	2,856,324	(11.16)
Unrestricted	<u>17,383,497</u>	<u>15,940,900</u>	<u>(1,343,514)</u>	<u>(1,390,224)</u>	<u>16,039,983</u>	<u>14,550,676</u>	10.24
Total Net Position	<u>\$ 66,464,634</u>	<u>65,282,969</u>	<u>2,243,328</u>	<u>2,479,559</u>	<u>68,707,962</u>	<u>67,762,528</u>	1.40 %

Change in net position on an entity-wide basis can be described as follows:

City of Creve Coeur, Missouri

Management's Discussion and Analysis

June 30, 2013

Statement of Activities For The Years Ended June 30, 2013 And 2012

	Governmental Activities		Business-type Activities		Total		Percentage Change
	2013	2012	2013	2012	2013	2012	2012 - 2013
Revenues:							
Program Revenues:							
Charges for Services	\$ 2,810,707	2,949,358	953,409	1,014,246	3,764,116	3,963,604	(5.03) %
Operating Grants and Contributions	1,684,292	1,697,710	-	-	1,684,292	1,697,710	(0.79)
Capital Grants and Contributions	555,484	754,762	-	-	555,484	754,762	(26.40)
General Revenues:							
Taxes	13,021,772	12,873,739	-	-	13,021,772	12,873,739	1.15
Investment Income	189,012	141,139	434	201	189,446	141,340	34.04
Miscellaneous	684,291	828,170	-	-	684,291	828,170	(17.37)
Gain on Sale of Capital Assets	17,495	7,284	-	-	17,495	7,284	140.18
Total Revenues	<u>18,963,053</u>	<u>19,252,162</u>	<u>953,843</u>	<u>1,014,447</u>	<u>19,916,896</u>	<u>20,266,609</u>	(1.73)
Expenses:							
General Government	3,499,759	3,549,249	-	-	3,499,759	3,549,249	(1.39)
Public Safety	6,301,073	6,508,186	-	-	6,301,073	6,508,186	(3.18)
Public Works	6,653,270	6,382,087	-	-	6,653,270	6,382,087	4.25
Community Development	1,084,653	1,052,483	-	-	1,084,653	1,052,483	3.06
Economic Development	-	28,642	-	-	-	28,642	(100.00)
Interest on Long-term Debt	212,633	249,421	-	-	212,633	249,421	(14.75)
Dielmann Recreation Center	-	-	1,220,074	1,161,492	1,220,074	1,161,492	5.04
Total Expenses	<u>17,751,388</u>	<u>17,770,068</u>	<u>1,220,074</u>	<u>1,161,492</u>	<u>18,971,462</u>	<u>18,931,560</u>	0.21
Income (Loss) in Net Position							
Before Transfers	1,211,665	1,482,094	(266,231)	(147,045)	945,434	1,335,049	(29.18)
Transfers	<u>(30,000)</u>	<u>(25,000)</u>	<u>30,000</u>	<u>25,000</u>	<u>-</u>	<u>-</u>	-
Change in Net Position	1,181,665	1,457,094	(236,231)	(122,045)	945,434	1,335,049	(29.18)
Net Position, July 1	<u>65,282,969</u>	<u>63,825,875</u>	<u>2,479,559</u>	<u>2,601,604</u>	<u>67,762,528</u>	<u>66,427,479</u>	2.01
Net Position, June 30	<u>\$ 66,464,634</u>	<u>65,282,969</u>	<u>2,243,328</u>	<u>2,479,559</u>	<u>68,707,962</u>	<u>67,762,528</u>	1.40 %

Significant Changes in Fund Net Position

Revenues changed significantly in the following areas:

1. Sales tax revenue increased by \$126,336 in 2013. This was due to increase in the overall increase in sales.

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2. Public utility license taxes increased by \$103,474 primarily due to increase in electric and natural gas fees.
3. Capital grants and revenues decreased in 2013 due to less grants received for street projects.
4. Investment income increased due primarily to higher interest rates on investments in 2013 and accruing interest on the note receivable.

Expenses changed significantly in the following areas:

1. Public Safety - Expenses decreased in 2013 mainly due to decreases in salary and personnel costs.
2. Public Works - Expenses increased in 2013 mainly due to increased depreciation expense and additional street repairs that were not capitalized as capital assets.

Financial Analysis of the City's Funds

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds

The focus of the City's governmental funds is to provide information on inflows and balances of available expendable resources. Such information is useful in assessing the City's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

At the end of the fiscal year 2013, the unassigned fund balance of the General Fund was \$14,714,129 while the total fund balance was \$17,424,242. As a measure of the General Fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total fund expenditures and transfers out. Unassigned fund balance represents 98.3% of total General Fund expenditures and transfers out of \$14,972,303 while total fund balance represents 116.4% of total General Fund expenditures and transfers out.

The fund balance in the City's General Fund increased by \$1,411,088 or 8.8% from the prior year fund balance. The change of the current year's fund balances was primarily due to:

- Operating revenues exceeded expenditures by \$1,823,493. This resulted due to higher than anticipated operating revenues. These increases occurred primarily in the areas of sales tax receipts and in utility taxes.
- Transfers out of \$430,000 were used to fund capital projects for \$400,000 and the Enterprise Fund operations for \$30,000.

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Changes in fund balances for the other major governmental fund can be described as follows:

- The fund balance for the Capital Improvement Fund decreased \$306,758. This was primarily due to a number of large street projects in 2013.

Proprietary Funds

The City maintains an Enterprise Fund to reflect the operations at its Municipal Golf Course and Ice Arena. For 2013 the Enterprise Fund sustained an operating loss of \$213,297. This loss resulted because operating revenues cover operating expenses other than depreciation. Operating revenues increased at the Ice Arena and decreased at the Golf Course and Snack Bar.

Overall operating expenses increased due primarily to increases in operating costs at the Golf Course and Ice Arena.

Fiduciary Funds

The City maintains Agency and Pension Trust Funds for monies received and held for the benefit of others for the following purposes:

- Bond deposits held to ensure a defendant's appearance in court
- Employees pension and retirement fund
- Collection and release of monies in connection with various permits issued for construction projects

At fiscal year ended June 30, 2013, assets had increased \$2,693,228 (to \$20,775,829) from fiscal year ended 2012. During the same period the liabilities increased \$966,100 (to \$2,603,763). The assets and liabilities of the Agency Funds both increased by \$966,100 (to \$2,603,763). This increase in the Agency Funds is custodial and does not affect the City's operations. The Pension Trust Fund's net position (assets held in trust for pension benefits) increased \$1,727,128 (to \$18,172,066).

Capital Assets

At June 30, 2013, the City has invested \$92,407,838 in a broad range of capital assets, including land, buildings, park facilities, machinery and equipment, and infrastructure which has been depreciated by \$38,548,435. This amount represents a net decrease in capital assets for the current fiscal year (additions and deductions) of \$991,831. Depreciation expense for the year ended June 30, 2013 amounted to \$3,095,334.

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Capital Assets, Net Of Depreciation
June 30, 2013 And 2012

	Governmental Activities		Business-type Activities		Total	
	2013	2012	2013	2012	2013	2012
Land	\$ 8,311,027	8,311,027	637,500	637,500	8,948,527	8,948,527
Buildings and Improvements	7,169,033	7,252,550	2,896,055	3,112,390	10,065,088	10,364,940
Equipment, Furniture, and Fixtures	819,713	721,741	53,287	118,885	873,000	840,626
Vehicles	646,455	718,142	-	1,008	646,455	719,150
Infrastructure (including Construction in Progress)	33,326,333	33,977,991	-	-	33,326,333	33,977,991
Total	<u>\$ 50,272,561</u>	<u>50,981,451</u>	<u>3,586,842</u>	<u>3,869,783</u>	<u>53,859,403</u>	<u>54,851,234</u>

Additional information on the City's capital assets can be found in Note D in the notes to the basic financial statements.

Long-term Debt

At June 30, 2013, the City had outstanding long-term debt obligations for governmental activities in the amount of \$4,539,197 compared to \$5,337,232 in 2012.

The City's governmental activities debt is detailed below:

Outstanding Long-term Debt Obligations
June 30, 2013 And 2012

	2013	2012	Percent Change
Special Obligation Bonds	\$ 4,010,000	4,820,000	(16.80) %
Plus - Premium	26,082	30,095	(13.33)
	<u>4,036,082</u>	<u>4,850,095</u>	(16.78)
Compensated Absences	503,115	487,137	3.28
Total	<u>\$ 4,539,197</u>	<u>5,337,232</u>	(14.95) %

Additional information on the City's long-term debt can be found in Note J in the notes to the basic financial statements.

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General Fund Budgetary Highlights

The General Fund ended the year with a budget basis operating surplus of \$1,819,563. Other financing sources and uses netted a decrease in budgetary fund balance of (\$412,405). The other financing sources consisted of transfers to and from other funds and proceeds from sale of capital assets. The result was a total increase in budgetary funds of \$1,407,158 in 2013.

Overall, the General Fund ended fiscal year 2013 with favorable budget variances expenditures.

Differences between the original budget and the final budget consist of a decrease of \$170,459 in revenues over expenditures. The highlights of these major differences were as follows:

- \$300,000 decrease in revenues - resulted primarily from a reduction in sales and property taxes, and telephone gross receipts, while building permits were increased.
- \$44,044 increase in general government activities - resulted primarily from increased salary and personnel costs and operating expenditures primarily in Finance.
- \$102,114 decrease in public safety activities - due to a decrease in salary and personnel costs in Administration and Investigations, while Patrol personnel costs increased.
- \$66,518 decrease in public works activities - resulted primarily from a reduced budget for salary and personnel costs and operating expense in Street department.
- \$4,953 decrease in community development activities - mainly due to decreased operating expenditures and increased personnel costs.

Economic Factors and Next Year's Budget

The City has experienced surpluses from fiscal year 2007 through fiscal year 2013 which resulted in increases in net position. These increases, especially in 2008, 2009, and 2010, resulted from one-time increases to revenues such as the utility tax rates, telecom revenues, and photo enforcement as well as a one-time lump sum lawsuit settlement. Also building permit revenues were strong initially but tailed off in 2009 and 2010. Historically expenditures have increased faster than revenues. In addition, the down turn economically had an effect on revenues. Retail sales taxes and building permit fees also decreased substantially in 2009 and 2010. As a result of these future financial concerns, a sales tax increase was placed on the November 2010 ballot and approved by the voters. In 2013 this additional sales tax helped significantly increase General Fund revenue. Electric utility gross receipts, another significant source of revenue, is growing. In addition, Building Permit revenues appear on the upswing. This additional revenue along with other normal revenue growth is anticipated to provide operating surpluses for the General Fund for the next 5 years.

The business-type activities will require careful review in the future. Transfer of funds from the City is required to maintain financial stability. These transfers will place additional pressure on the General Fund to maintain financial stability for the business-type activities. In order to maintain fi-

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nancial stability in the General Fund, transfers to both the Capital Improvement Fund and business-type activities need to be closely scrutinized annually.

Requests for Information

This financial report is designed to provide a general overview of the City's finances for all those with an interest in the City's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to:

Daniel N. Smith, CPA
Director of Finance
City of Creve Coeur, Missouri
300 North New Ballas Road
Creve Coeur, MO 63141

CITY OF CREVE COEUR, MISSOURI

STATEMENT OF NET POSITION

JUNE 30, 2013

	<u>Governmental Activities</u>	<u>Business-type Activities</u>	<u>Total</u>
ASSETS			
Cash and cash equivalents	\$ 2,523,814	42,411	2,566,225
Investments	12,711,147	-	12,711,147
Receivables (net):			
Governmental agencies	1,548,557	-	1,548,557
Public utility taxes	640,685	-	640,685
Court fines	339,165	-	339,165
Interest	25,720	-	25,720
Note receivable	1,313,256	-	1,313,256
Inventories	4,210	5,954	10,164
Prepaid items	30,440	-	30,440
Due from Agency Fund	111,449	-	111,449
Internal balances	1,296,675	(1,296,675)	-
Cash - restricted	77,872	-	77,872
Investments - restricted	737,998	-	737,998
Net pension asset	406,600	-	406,600
Capital assets:			
Land and construction in progress	9,147,143	637,500	9,784,643
Other capital assets, net of accumulated depreciation	41,125,418	2,949,342	44,074,760
Total Assets	<u>72,040,149</u>	<u>2,338,532</u>	<u>74,378,681</u>
DEFERRED OUTFLOWS OF RESOURCES			
Deferred charges on refunding	<u>307,137</u>	<u>-</u>	<u>307,137</u>
LIABILITIES			
Accounts payable	886,547	17,433	903,980
Accrued interest payable	77,497	-	77,497
Accrued liabilities	231,236	24,388	255,624
Unearned revenue	-	53,383	53,383
Noncurrent liabilities:			
Due within one year	851,246	-	851,246
Due in more than one year	3,687,951	-	3,687,951
Due in more than one year - net other post-employment benefits obligation	148,175	-	148,175
Total Liabilities	<u>5,882,652</u>	<u>95,204</u>	<u>5,977,856</u>
NET POSITION			
Net investment in capital assets	46,543,616	3,586,842	50,130,458
Restricted for:			
Capital projects	1,452,541	-	1,452,541
Debt service	815,870	-	815,870
Sewer lateral	269,110	-	269,110
Unrestricted	17,383,497	(1,343,514)	16,039,983
Total Net Position	<u>\$ 66,464,634</u>	<u>2,243,328</u>	<u>68,707,962</u>

See notes to financial statements

CITY OF CREVE COEUR, MISSOURI

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED JUNE 30, 2013

		Program Revenues			Net Revenues (Expenses) And Changes In Net Position		
		Charges For Services	Operating Grants And Contributions	Capital Grants And Contributions	Governmental Activities	Business-type Activities	Total
	Expenses						
FUNCTIONS/PROGRAMS							
Governmental Activities							
General government	\$ 3,499,759	228,375	6,840	-	(3,264,544)	-	(3,264,544)
Public safety	6,301,073	1,909,495	80,415	-	(4,311,163)	-	(4,311,163)
Public works	6,653,270	668,547	1,597,037	555,484	(3,832,202)	-	(3,832,202)
Community development	1,084,653	4,290	-	-	(1,080,363)	-	(1,080,363)
Interest on long-term debt	212,633	-	-	-	(212,633)	-	(212,633)
Total Governmental Activities	17,751,388	2,810,707	1,684,292	555,484	(12,700,905)	-	(12,700,905)
Business-type Activities							
Recreation center	1,220,074	953,409	-	-	-	(266,665)	(266,665)
Total Government	<u>\$ 18,971,462</u>	<u>3,764,116</u>	<u>1,684,292</u>	<u>555,484</u>	<u>(12,700,905)</u>	<u>(266,665)</u>	<u>(12,967,570)</u>
General Revenues							
Taxes:							
Property					549,157	-	549,157
Sales					6,601,450	-	6,601,450
Utility					5,822,439	-	5,822,439
Other					48,726	-	48,726
Investment income					189,012	434	189,446
Miscellaneous					684,191	-	684,191
Gain on sale of capital assets					17,595	-	17,595
Transfers					(30,000)	30,000	-
Total General Revenues And Transfers					<u>13,882,570</u>	<u>30,434</u>	<u>13,913,004</u>
CHANGE IN NET POSITION					1,181,665	(236,231)	945,434
NET POSITION, JULY 1					<u>65,282,969</u>	<u>2,479,559</u>	<u>67,762,528</u>
NET POSITION, JUNE 30					<u>\$ 66,464,634</u>	<u>2,243,328</u>	<u>68,707,962</u>

See notes to financial statements

CITY OF CREVE COEUR, MISSOURI
BALANCE SHEET - GOVERNMENTAL FUNDS
JUNE 30, 2013

	General Fund	Capital Improvement Fund	Lateral Sewer Fund - Nonmajor	Total Governmental Funds
ASSETS				
Cash and cash equivalents	\$ 2,232,065	4,039	287,710	2,523,814
Investments	11,814,530	896,617	-	12,711,147
Receivables (net):				
Governmental agencies	732,900	815,657	-	1,548,557
Public utility taxes	640,685	-	-	640,685
Court fines	339,165	-	-	339,165
Interest	23,872	1,848	-	25,720
Note receivable	1,313,256	-	-	1,313,256
Inventories	4,210	-	-	4,210
Prepaid items	30,440	-	-	30,440
Due from other funds	259,338	-	-	259,338
Advance to other funds	1,327,983	-	-	1,327,983
Cash - restricted	-	77,872	-	77,872
Investments - restricted	-	737,998	-	737,998
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total Assets	<u>\$ 18,718,444</u>	<u>2,534,031</u>	<u>287,710</u>	<u>21,540,185</u>
LIABILITIES				
Accounts payable	\$ 596,694	213,011	-	809,705
Accrued liabilities	231,236	-	-	231,236
Due to other funds	107,988	52,609	18,600	179,197
Total Liabilities	<u>935,918</u>	<u>265,620</u>	<u>18,600</u>	<u>1,220,138</u>
DEFERRED INFLOWS OF RESOURCES				
Unavailable revenues:				
Property taxes	19,119	-	-	19,119
Court	339,165	-	-	339,165
Total Deferred Inflows Of Resources	<u>358,284</u>	<u>-</u>	<u>-</u>	<u>358,284</u>
FUND BALANCES				
Nonspendable:				
Inventories	4,210	-	-	4,210
Prepaid items	30,440	-	-	30,440
Note receivable	1,313,256	-	-	1,313,256
Interfund loan receivable	1,327,983	-	-	1,327,983
Restricted for:				
Debt service	-	815,870	-	815,870
Sewer lateral	-	-	269,110	269,110
Committed for:				
Capital projects	-	1,452,541	-	1,452,541
Assigned to:				
Purchase of supplies, services, and other current expenditures	34,224	-	-	34,224
Unassigned	14,714,129	-	-	14,714,129
Total Fund Balances	<u>17,424,242</u>	<u>2,268,411</u>	<u>269,110</u>	<u>19,961,763</u>
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total Liabilities, Deferred Inflows Of Resources, And Fund Balances	<u>\$ 18,718,444</u>	<u>2,534,031</u>	<u>287,710</u>	<u>21,540,185</u>

See notes to financial statements

CITY OF CREVE COEUR, MISSOURI
RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL
FUNDS TO THE STATEMENT OF NET POSITION
JUNE 30, 2013

Total Fund Balances - Governmental Funds	\$ 19,961,763
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Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the governmental funds. The cost of the assets is \$84,445,868 and the accumulated depreciation is \$34,173,307.	50,272,561
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Other long-term assets are not available to pay for current period expenditures and, therefore, are deferred in the governmental funds.	
Unavailable revenues	358,284
Accounts payable related to unavailable revenue	(76,842)

The net pension asset is not a financial resource and, therefore, is not reported in the governmental funds.	406,600
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The net other post-employment benefits obligation is not a use of financial resources and, therefore, is not reported in the governmental funds.	(148,175)
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Certain long-term liabilities are not due and payable in the current period and, therefore, are not reported as liabilities in the governmental funds. Long-term liabilities at year-end consist of:	
Accrued compensated absences	(503,115)
Accrued interest payable	(77,497)
Special obligation bonds outstanding	(4,010,000)
Unamortized bond premium	(26,082)
Unamortized deferred charges	307,137

Total Net Position Of Governmental Activities	<u>\$ 66,464,634</u>
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CITY OF CREVE COEUR, MISSOURI
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCES - GOVERNMENTAL FUNDS
FOR THE YEAR ENDED JUNE 30, 2013

	General Fund	Capital Improvement Fund	Lateral Sewer Fund - Nonmajor	Total Governmental Funds
REVENUES				
General property and sales taxes	\$ 5,256,080	1,898,578	-	7,154,658
Public utility licenses	5,871,668	-	-	5,871,668
Other taxes	-	-	86,320	86,320
Licenses and permits	870,856	-	-	870,856
Municipal facilities	78,991	-	-	78,991
Intergovernmental	1,726,178	562,324	-	2,288,502
Fines, forfeitures, and charges for services	1,881,137	-	-	1,881,137
Investment income	150,176	38,836	-	189,012
Miscellaneous	530,710	9,400	-	540,110
Total Revenues	<u>16,365,796</u>	<u>2,509,138</u>	<u>86,320</u>	<u>18,961,254</u>
EXPENDITURES				
Current:				
General government	3,331,747	-	-	3,331,747
Public safety	6,103,441	-	-	6,103,441
Public works	3,641,503	-	98,365	3,739,868
Community development	1,079,326	-	-	1,079,326
Capital outlay	386,286	2,222,327	-	2,608,613
Debt service:				
Principal	-	810,000	-	810,000
Interest	-	183,569	-	183,569
Total Expenditures	<u>14,542,303</u>	<u>3,215,896</u>	<u>98,365</u>	<u>17,856,564</u>
REVENUES OVER (UNDER) EXPENDITURES	<u>1,823,493</u>	<u>(706,758)</u>	<u>(12,045)</u>	<u>1,104,690</u>
OTHER FINANCING SOURCES (USES)				
Transfers in	-	400,000	-	400,000
Transfers out	(430,000)	-	-	(430,000)
Sale of capital assets	17,595	-	-	17,595
Total Other Financing Sources (Uses)	<u>(412,405)</u>	<u>400,000</u>	<u>-</u>	<u>(12,405)</u>
NET CHANGES IN FUND BALANCES	1,411,088	(306,758)	(12,045)	1,092,285
FUND BALANCES, JULY 1	<u>16,013,154</u>	<u>2,575,169</u>	<u>281,155</u>	<u>18,869,478</u>
FUND BALANCES, JUNE 30	<u>\$ 17,424,242</u>	<u>2,268,411</u>	<u>269,110</u>	<u>19,961,763</u>

See notes to financial statements

CITY OF CREVE COEUR, MISSOURI
RECONCILIATION OF THE STATEMENT OF REVENUES,
EXPENDITURES, AND CHANGES IN FUND BALANCES OF
GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2013

Net Changes In Fund Balances - Governmental Funds \$ 1,092,285

Amounts reported for governmental activities in the statement of activities are different because:

Capital outlays are reported in the governmental funds as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which depreciation (\$2,840,077) exceeded capital outlays over the capitalization threshold (\$2,131,187) in the current period. (708,890)

Revenues in the statement of activities that do not provide current financial resources are not reported in the governmental funds financial statements:

Decrease in unavailable revenues	(15,796)
Decrease in accounts payable related to unavailable revenues	2,898

Bond proceeds are reported as financing sources in the governmental funds financial statements and thus contribute to the net change in fund balance. In the statement of net position, however, issuing debt increases long-term liabilities and does not affect the statement of activities. Similarly, repayment of principal is an expenditure in the governmental funds financial statements but reduces the liability in the statement of net position.

Repayments during the current year:

Principal payments on special obligation bonds	810,000
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Under the modified accrual basis of accounting used in the governmental funds financial statements, expenditures are not recognized for transactions that are not normally paid with expendable available financial resources. In the statement of activities, however, which is presented on the accrual basis of accounting, expenses and liabilities are reported regardless of when financial resources are available. The net changes of these items are:

Accrued compensated absences	(15,978)
Accrued interest on bonds	14,175
Amortized bond premium	4,013
Amortized deferred charges	(47,252)
Net pension asset	46,210

Change In Net Position Of Governmental Activities	\$ 1,181,665
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See notes to financial statements

CITY OF CREVE COEUR, MISSOURI
STATEMENT OF NET POSITION - ENTERPRISE FUND
JUNE 30, 2013

ASSETS

Current Assets

Cash and cash equivalents	\$ 42,411
Inventories	5,954
Due from other funds	107,988
Total Current Assets	<u>156,353</u>

Capital Assets

Land	637,500
Other capital assets, net of accumulated depreciation	2,949,342
Total Capital Assets	<u>3,586,842</u>
Total Assets	<u>3,743,195</u>

LIABILITIES

Current Liabilities

Accounts payable	17,433
Accrued liabilities	24,388
Due to other funds	76,680
Unearned revenues	53,383
Total Current Liabilities	<u>171,884</u>

Noncurrent Liabilities

Advance from other funds	1,327,983
Total Liabilities	<u>1,499,867</u>

NET POSITION

Net investment in capital assets	3,586,842
Unrestricted	<u>(1,343,514)</u>
Total Net Position	<u>\$ 2,243,328</u>

See notes to financial statements

CITY OF CREVE COEUR, MISSOURI
STATEMENT OF REVENUES, EXPENSES, AND CHANGE
IN NET POSITION - ENTERPRISE FUND
FOR THE YEAR ENDED JUNE 30, 2013

OPERATING REVENUES

Food service	\$ 49,446
Golf course	370,245
Ice arena	533,718
Total Operating Revenues	<u>953,409</u>

OPERATING EXPENSES

Food service	35,836
Golf course	444,014
Ice arena	431,599
Depreciation	255,257
Total Operating Expenses	<u>1,166,706</u>

OPERATING LOSS	<u>(213,297)</u>
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NONOPERATING REVENUE (EXPENSES)

Investment income	434
Interest expense	(53,368)
Total Nonoperating Revenue (Expenses)	<u>(52,934)</u>

LOSS BEFORE TRANSFERS	(266,231)
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TRANSFER IN	<u>30,000</u>
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CHANGE IN NET POSITION	(236,231)
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NET POSITION, JULY 1	<u>2,479,559</u>
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NET POSITION, JUNE 30	<u><u>\$ 2,243,328</u></u>
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CITY OF CREVE COEUR, MISSOURI
STATEMENT OF CASH FLOWS - ENTERPRISE FUND
FOR THE YEAR ENDED JUNE 30, 2013

INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS

Cash flows from operating activities:

Receipts from customers and users	\$ 962,143
Payments to suppliers	(327,205)
Payments to employees	(542,260)
Net Cash Provided By Operating Activities	<u>92,678</u>

Cash flows provided by noncapital financing activities:

Transfer from other funds	<u>30,000</u>
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Cash flows from capital and related financing activities:

Principal paid on interfund loan	(85,169)
Interest paid on interfund loan	(53,368)
Payments for capital acquisitions	(4,900)
Net Cash Used In Capital And Related Financing Activities	<u>(143,437)</u>

Cash flows provided by investing activities:

Interest received on investments	<u>434</u>
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NET DECREASE IN CASH AND CASH EQUIVALENTS (20,325)

CASH AND CASH EQUIVALENTS, JULY 1 62,736

CASH AND CASH EQUIVALENTS, JUNE 30 \$ 42,411

RECONCILIATION OF OPERATING LOSS TO NET CASH PROVIDED BY OPERATING ACTIVITIES

Operating loss	<u>\$ (213,297)</u>
Adjustments to reconcile operating loss to net cash provided by operating activities:	
Depreciation	255,257
Loss on capital assets abandoned	32,584
(Increase) decrease in:	
Inventories	623
Increase (decrease) in:	
Accounts payable	8,950
Accrued liabilities	907
Due to (from) other funds	(1,080)
Unearned revenues	8,734
Total Adjustments	<u>305,975</u>
Net Cash Provided By Operating Activities	<u><u>\$ 92,678</u></u>

See notes to financial statements

CITY OF CREVE COEUR, MISSOURI
STATEMENT OF FIDUCIARY NET POSITION - FIDUCIARY FUNDS
JUNE 30, 2013

	<u>Pension Trust Fund</u>	<u>Agency Funds</u>
ASSETS		
Cash and cash equivalents	\$ -	1,536,029
Investments:		
Money market funds	563,907	-
Equity mutual funds	12,802,375	-
Bond mutual funds	4,780,911	-
Government securities	-	401,071
Certificates of deposit	-	594,027
Interest receivable	24,873	-
Sales tax receivable	-	72,636
Total Assets	<u>18,172,066</u>	<u>2,603,763</u>
LIABILITIES		
Due to escrowees	-	2,239,739
Due to other funds	-	111,449
Due to others	-	147,329
Court bonds payable	-	105,246
Total Liabilities	<u>-</u>	<u>2,603,763</u>
NET POSITION		
Assets held in trust for pension benefits	<u>\$ 18,172,066</u>	<u>-</u>

CITY OF CREVE COEUR, MISSOURI
STATEMENT OF CHANGE IN FIDUCIARY NET POSITION -
PENSION TRUST FUND
FOR THE YEAR ENDED JUNE 30, 2013

ADDITIONS

Investment income:	
Interest and dividends earned	\$ 426,142
Net appreciation in fair value of investments	1,742,355
Total Investment Income	2,168,497
Less - Investment management and custodial fees	54,830
Net Investment Income	2,113,667
Employee contributions	58,698
Employer contributions	1,261,350
Total Additions	3,433,715

DEDUCTIONS

Benefit payments	1,685,982
Administrative expenses	20,605
Total Deductions	1,706,587

CHANGE IN NET POSITION

1,727,128

NET POSITION - ASSETS HELD IN TRUST FOR
PENSION BENEFITS, JULY 1

16,444,938

NET POSITION - ASSETS HELD IN TRUST FOR
PENSION BENEFITS, JUNE 30

\$ 18,172,066

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The significant accounting policies applied by the **CITY OF CREVE COEUR, MISSOURI** (the City) in the preparation of the accompanying combined financial statements are summarized below:

1. Reporting Entity

The financial statements of the City include the financial activities of the City and any component units, entities which are financially accountable to the City. The City does not currently have any component units.

2. Government-wide and Fund Financial Statements

The government-wide financial statements (i.e., statement of net position and statement of activities) report information on all of the nonfiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include: 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and a major individual Enterprise Fund are reported as separate columns in the fund financial statements.

3. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental funds financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be measurable and available when they are collectible within the current period or soon enough thereafter to pay li-

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

3. Measurement Focus, Basis of Accounting, and Financial Statement Presentation (Continued)

abilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, are recorded only when payment is due (i.e., matured).

Property taxes, franchise taxes, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of special assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the City.

The City reports the following major governmental funds:

General Fund -- This fund is the general operating fund of the City. It is used to account for all financial resources except those required to be accounted for in another fund.

Capital Improvement Fund -- This fund is used to account for financial resources to be used for the acquisition, construction, or improvements of major capital facilities and infrastructure (other than those financed by proprietary funds and trust funds).

The City reports the following major proprietary fund:

Recreational Fund -- This fund is used to account for the operations of the City's food service, public golf course, and ice arena.

Additionally, the City reports the following fiduciary fund types:

Pension Trust Fund -- This fund is used to account for assets held in a trustee capacity for the City's eligible employees.

Agency Funds -- These funds are used to account for the collection and release of monies in connection with construction permits, transportation development district sales tax, and to be held as bond deposits to ensure defendants' appearances in court. The City's Agency Funds consist of the Escrow, Transportation Development District, and Court Bond Funds. Agency Funds are custodial in nature (assets equal liabilities) and do not involve the measurement of the results of operations.

As a general rule the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are payments-in-lieu of taxes and other charges and various other functions of the City. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

3. Measurement Focus, Basis of Accounting, and Financial Statement Presentation (Continued)

Amounts reported as program revenues include: 1) charges to customers or applicants for goods, services, or privileges provided; 2) operating grants and contributions; and 3) capital grants and contributions. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operation. The principal operating revenues of the Enterprise Fund are charges to customers for sales and services. Operating expenses for the Enterprise Fund include the costs of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

4. Fund Balance Classification and Policies

The fund balance amounts are reported in the following applicable categories, listed from the most restrictive to the least restrictive:

Nonspendable -- The portion of fund balance that is not in a spendable form or is required to be maintained intact.

Restricted -- The portion of fund balance that is subject to external restrictions and constrained to specific purposes imposed by agreement, through constitutional provisions, or by enabling legislation.

Committed -- The portion of fund balance with constraints or limitations by formal action (ordinance) of the City Council, the highest level of decision-making authority.

Assigned -- The portion of fund balance that the City intends to use for a specific purpose as determined by the Mayor and City Council or officials to which the Mayor and City Council has designated authority.

Unassigned -- Amounts that are available for any purpose; these positive amounts are reported only in the General Fund.

City Council establishes (and modifies or rescinds) fund balance commitments by passage of an ordinance or resolution. This is typically done through adoption and amendment of the budget. A fund balance commitment is further indicated in the budget document as a designation or commitment of the fund (such as for special incentives). Assigned fund balance is established by City Council through adoption or amendment of the budget as intended for specific purpose (such as the purchase of capital assets, construction, debt service, or for other purposes).

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

4. Fund Balance Classification and Policies (Continued)

When both restricted and unrestricted resources are available, the City will spend the most restricted amounts before the least restricted.

The fund balance of the City's General Fund has been accumulated to provide stability and flexibility to respond to unexpected adversity and/or opportunities. The target is to maintain a rolling beginning unassigned fund balance of not less than 33.33% (4 months) of average annual operating expenditures for the prior two fiscal years.

5. Cash, Cash Equivalents, and Investments

The City considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents. State statutes authorize the City to invest in obligations of the U.S. Treasury, federal agencies, commercial paper, corporate bonds, and repurchase agreements. Pension Funds may also invest in mutual funds. Investments are stated at fair value.

6. Allowance for Doubtful Accounts

Court fines are shown net of an allowance for uncollectibles of \$253,785.

7. Inventories

Inventories are recorded at cost, which approximates market on the first-in, first-out basis. Governmental fund type inventory is recorded as an expenditure when it is consumed rather than when purchased.

8. Prepaid Items

Payments made to vendors for services that will benefit periods beyond the fiscal year-end are recorded as prepaid items. Prepaid items are recorded as expenditures when consumed rather than when purchased. Prepaid items are equally offset by a fund balance reserve which indicates that they do not constitute "available spendable resources" even though they are a component of net current assets.

9. Restricted Assets

Certain resources set aside for the repayment of special obligation bonds are classified as restricted assets on the balance sheet because their use is limited by applicable bond covenants.

10. Advance To/Due From Other Funds

Noncurrent portions of long-term interfund loans receivable (reported in "advance to" asset accounts) are equally offset by a fund balance nonspendable account which indicates that they do

CITY OF CREVE COEUR, MISSOURI
NOTES TO FINANCIAL STATEMENTS

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

10. Advance To/Due From Other Funds (Continued)

not constitute “available spendable resources” since they are not a component of net current assets. Current portions of long-term interfund loans receivable (reported in “due from” asset accounts) are considered “available spendable resources” and are subject to elimination upon consolidation. Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide statements as “internal balances”.

11. Capital Assets

Capital assets, which include property, equipment, and infrastructure (e.g., roads, bridges, sidewalks, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the City as assets with an initial cost of more than \$5,000 and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair value at the date of donation.

The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized.

Depreciation is being computed on the straight-line method, using asset lives as follows:

Assets	Years
Infrastructure	30
Buildings and improvements	15 - 40
Equipment, furniture, and fixtures	3 - 15
Vehicles	3 - 10

12. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of net position will sometimes report a separate section for unavailable outflows of resources. This separate financial statement element represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The City only has one item that qualifies for reporting in this category. It is the deferred charge on refunding reported in the statement of net position. A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the life of the debt.

In addition to liabilities, the statement of net position will sometimes report a separate section for unavailable inflows of resources. This separate financial statement element represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The City has one type of item, which arises only under a modified accrual basis of accounting, that qualifies for reporting in this category. Accordingly,

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

12. Deferred Outflows/Inflows of Resources (Continued)

the item, unavailable revenues, is reported only in the governmental funds balance sheet. The governmental funds report unavailable revenues from various sources. These amounts are unavailable and recognized as an inflow of resources in the period that the amounts have become available.

13. Vacation and Sick Leave

Under terms of the City's personnel policy, employees are granted vacations based on length of service. Vacations accrue on January 1 of each year. Upon termination, the employee is paid for unused vacation. Sick leave is accumulated based upon length of service and is available only to provide compensation during periods of illness. No portion of sick leave is payable to the employee upon termination. Vested or accumulated vacation leave accrued at year-end is expected to be used by the employee during the following fiscal year.

14. Long-term Obligations

In the government-wide financial statements and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the straight-line method. Bonds payable are reported net of the applicable bond premium or discount.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance cost, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

15. Encumbrances

Encumbrance accounting, under which purchase orders, contracts, and other commitments for the expenditure of monies are recorded in order to reserve that portion of the applicable appropriation, is employed as an extension of formal budgetary integration in the governmental fund types. Encumbrances outstanding at year-end were \$34,224 for the General Fund and \$156,819 for the Capital Improvement Fund.

16. Interfund Transactions

Transfers of resources from a fund receiving revenue to the fund through which the resources are to be expended are recorded as transfers. Such transfers are reported as other financing sources (uses) in the governmental fund types and transfers in the proprietary fund type.

CITY OF CREVE COEUR, MISSOURI
NOTES TO FINANCIAL STATEMENTS

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

16. Interfund Transactions (Continued)

Elimination of interfund activity has been made for governmental activities in the government-wide financial statements.

17. Use of Estimates

The preparation of basic financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the basic financial statements and the accompanying notes. Actual results could differ from those estimates.

NOTE B - PENSION PLAN

Retirement Plan for Employees of the City

Plan Description and Provisions

The City sponsors and administers a single-employer, defined benefit pension plan (the Plan). The Plan provides retirement and death benefits to plan members and beneficiaries in accordance with the ordinance establishing the Plan. The Plan may be amended under the provisions of the original ordinance.

The Plan issued a publicly available financial report that includes financial statements and required supplemental information. That report may be obtained by writing the City at 300 North New Ballas Road, Creve Coeur, MO 63141.

Basis of Accounting -- The financial statements of the Pension Trust Fund are prepared using the accrual basis of accounting. City contributions are recognized in the period in which the contributions are due. The City's contributions are recognized when due and a formal commitment to provide the contributions has been made. Benefits are recognized when due and payable in accordance with the terms of the Plan. All plan investments are reported at fair value. Administrative costs of the Plan are financed by investment income by the Pension Trust Fund.

All of the City's full-time eligible employees, hired before June 1, 2006, become a participant on the July 1 following attainment of age 21 and 2 years of credited service. The payroll for employees covered by the Plan for the year ended June 30, 2013 was \$4,016,528; the City's total payroll was \$6,918,635. Current membership in the Plan is comprised of the following:

<u>Group</u>	<u>June 30 2013</u>
Retirees and beneficiaries currently receiving benefits	62
Vested terminated employees	31
Active employees:	
Fully vested	54
Nonvested	5

NOTE B - PENSION PLAN (Continued)

The City contributes an amount equal to the actuarially determined requirement, designed to meet the full annual current costs of the Plan.

A summary of the Plan's provisions follows (participants should refer to the Plan's summary plan description for a complete summary of Plan provisions):

Normal Retirement Date

The first day of the month coincident with or next following attainment of age 55 if the Participant is a uniformed police officer. The first day of the month coinciding with or next following attainment of age 65 if the Participant is not a uniformed police officer.

Unreduced Early Retirement Date

The first day of the month coinciding with or next following the date on which the sum of age and Credited Service equals 85, but in no case later than Normal Retirement Date.

Amount of Normal Retirement Benefit

The product of A times B below:

- A. 1.7% of Final Average Monthly Earnings (or 2% if elected by the individual participant as of July 1, 2001 in lieu of participating in the City's defined contribution plan)
- B. Years of Credited Service, not to exceed 30 years

Notwithstanding the above, for an employee hired before July 1, 1994, the greater of the amount determined above and the amount equal to multiplying C by D below, then adding E:

- C. 37% of Final Average Monthly Earnings
- D. Credited Service, not in excess of 20 years, divided by 20
- E. \$8.00 multiplied by Credited Service

For employees hired before October 24, 1988, 16 shall be substituted for 20 in subsection D.

Final Average Monthly Earnings

A Participant's monthly rate of compensation, averaged over the 60 consecutive months out of the last 120 months preceding retirement or Interruption of Service, if earlier, which give the highest monthly rate. Compensation shall include base pay, but exclude bonuses, commissions, overtime pay, expense allowances, and similar items.

NOTE B - PENSION PLAN (Continued)

Early Retirement Eligibility

20 years of Credited Service. Benefits may commence at age 50 or later.

Amount of Early Retirement Benefit

Actuarial equivalent of Normal Retirement Benefit, with Final Average Monthly Earnings and Credited Service determined as of Early Retirement Date.

Amount of Late Retirement Benefit

Calculated in same manner as Normal Retirement Benefit, but recognizing service and compensation at Late Retirement Date.

Form of Payment

The benefits calculated above are payable for the life of the Participant, with 120 monthly payments guaranteed. Optional forms of equivalent payments are available. These are:

- A. monthly income while both Participant and spouse are living, with 1/2, 2/3, or full continuance to the surviving spouse following the death of the Participant; and
- B. income for the life of the Participant with no further payments following the Participant's death.

Vesting Under Plan

Participant is vested in retirement benefits according to the following table:

<u>Sum Of Participant's Age As Of Last Birthday And Years Of Credited Service</u>	<u>Vesting Service</u>
50	50%
51	60
52	70
53	80
54	90
55 and thereafter	100

Notwithstanding the above table, a Participant with 8 or more years of Credited Service is fully vested on and after December 11, 1989.

NOTE B - PENSION PLAN (Continued)

Vested Deferred Retirement Benefit

Payable at Normal Retirement Date to any fully or partially vested Participant who terminates prior to eligibility for Normal or Early Retirement.

Pre-retirement Death Benefit

Payable with respect to a Participant who separated from service on or after attaining Early Retirement Age but has not commenced benefits, or who continues in employment after Normal Retirement Date, or who is actively employed and vested and has not reached Normal Retirement Age, and dies.

If the Participant is eligible for retirement at date of death, the monthly benefit is payable to the surviving spouse as if the Participant retired at date of death, elected a 2/3 joint and survivor payment form and died immediately. If there is no surviving spouse, the monthly benefit is the amount under the life with 120 payments guaranteed payment form, and is payable for 120 months to the designated beneficiary.

If the Participant is not eligible for retirement, the benefit is payable to a surviving spouse as if the Participant separated from employment on date of death, survived to the earliest retirement date, elected to begin receiving the 2/3 joint and survivor payment form, and died immediately. If there is no surviving spouse, no benefit is payable.

DROP Program

Effective September 1, 2001 through August 31, 2008, a Participant eligible for Normal Retirement or Unreduced Early Retirement benefits may elect to enter a DROP program for a period of up to 36 months (or 60 months effective August 1, 2004 or 72 months effective September 2006). Effective January 1, 2009 through December 31, 2011, a Participant eligible for Normal Retirement or Unreduced Early Retirement benefits may elect to enter a DROP program for a period of up to 36 months. During the DROP period the monthly payments otherwise due to the Participant as a retiree will be placed into a DROP account. At the end of the DROP period the account, credited with 5% interest, will be paid to the Participant as an annuity or as a lump sum.

Employee Contributions

Effective July 1, 2011, active participants (excluding DROP Participants) must make required contributions in order to receive credited service, as follows:

July 1, 2011: 1% of base wages including any longevity pay.

On each July 1 thereafter: the contribution rate increases by 0.5% until the rate becomes 3%.

Refund of Contributions

Eligibility: Termination of employment when no vested benefit is payable.

Amount: Accumulated employee contributions with 5% interest.

CITY OF CREVE COEUR, MISSOURI
NOTES TO FINANCIAL STATEMENTS

NOTE B - PENSION PLAN (Continued)

Note: In addition, if the aggregate of benefit payments made to a Participant, spouse, and/or beneficiary is less than the employee contributions with interest at date of commencement, the difference shall be payable to the beneficiary as an additional death benefit.

Retiree COLA

Effective January 1, 2002, each retiree (and beneficiary) was given a cost-of-living adjustment. The increase in benefit was equal to 1.75% multiplied by the number of full years since the individual's (or for a beneficiary, the original Participant's) retirement date.

Funded Status

The funded status of the City's Defined Benefit Pension Plan as of July 1, 2013, the most recent actuarial valuation date, is as follows:

<u>Actuarial Valuation Date July 1</u>	<u>Actuarial Value Of Assets</u>	<u>Actuarial Accrued Liability (AAL)</u>	<u>Unfunded AAL (UAAL)</u>	<u>Funded Ratio</u>	<u>Annual Covered Payroll</u>	<u>UAAL As A Percentage Of Covered Payroll</u>
2013	\$17,979,590	\$25,144,283	\$7,164,693	71.5 %	\$4,016,528	178.4 %

The schedule of funding progress, presented as required supplemental information following the notes to the basic financial statements, presents multiyear trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the AAL for benefits.

Schedule Of Employer Contributions

<u>For The Years Ended June 30</u>	<u>Annual Required Contribution</u>	<u>Actual Contribution</u>	<u>Percentage Contributed</u>
2013	\$1,204,193	\$1,261,350	104.7%
2012	1,339,314	1,389,538	103.7
2011	1,179,145	1,225,000	103.9
2010	1,004,897	1,057,900	105.3
2009	675,394	757,900	112.2
2008	609,164	642,000	105.4
2007	618,308	618,308	100.0
2006	655,061	655,061	100.0
2005	708,436	708,436	100.0
2004	734,217	734,217	100.0

CITY OF CREVE COEUR, MISSOURI
NOTES TO FINANCIAL STATEMENTS

NOTE B - PENSION PLAN (Continued)

The information presented in the required supplemental information was determined as part of the actuarial valuation at the date indicated. Additional information as of the latest actuarial valuation follows:

Valuation date	July 1, 2013
Actuarial cost method	Entry age (level percentage)
Amortization method	Level dollar, open
Remaining amortization period	15 years, open
Asset valuation method	3-year smoothed market
Actuarial assumptions:	
Investment rate of return	7.5%
Projected salary increases	5.0%
Inflation rate	3.5%

Prior to the 2009 valuation, the actuarial assumptions for investment rate of return was 8% and projected salary increases was 5.5%. The average historical investment rate of return was 6.2% over the previous 20 years and 4.6% over the previous 10 years.

Annual Pension Costs and Net Pension Asset

Current year annual pension costs for the Plan are shown in the trend information. Annual required contributions were made by the Plan. The Plan has a net pension asset and, therefore, does not have a net pension obligation. Unless otherwise indicated information is provided as of the latest actuarial valuation, July 1, 2013.

Components of the annual pension costs and net pension asset for the plan are as follows:

	For The Year Ended June 30 2013
Annual required contribution	\$1,204,193
Interest on net pension asset	(27,029)
Adjustment to annual required contribution	<u>37,976</u>
Annual Pension Costs	1,215,140
Contributions made	<u>1,261,350</u>
Increase In Net Pension Asset	(46,210)
Net pension asset, July 1	<u>(360,390)</u>
Net Pension Asset, June 30	(\$ <u>406,600</u>)

Trend Information

Historical trend information is intended to help users assess the Plan's funding status on a going-concern basis, assess progress made in accumulating assets to pay benefits when due, and make comparison with other Public Employee Retirement Systems (PERS).

CITY OF CREVE COEUR, MISSOURI
NOTES TO FINANCIAL STATEMENTS

NOTE B - PENSION PLAN (Continued)

<u>Valuation For The Actuarial Years Ended July 1</u>	<u>Pension Plan</u>		
	<u>Annual Pension Cost</u>	<u>Percentage Contributed</u>	<u>Net Pension Asset</u>
2013	\$1,215,140	103.8%	(\$406,600)
2012	1,349,030	103.0	(360,390)
2011	1,187,729	103.1	(319,882)
2010	1,012,090	104.5	(282,611)
2009	679,876	111.5	(236,801)
2008	612,822	104.8	(158,777)
2007	622,072	99.4	(129,599)
2006	658,934	99.4	(133,363)
2005	712,422	99.4	(137,236)
2004	738,319	99.4	(141,222)

NOTE C - DEFINED CONTRIBUTION PLANS

The City has a defined contribution retirement plan funded through the International City Management Association Retirement Corporation (ICMA). The plan was established by ordinance of the City Council on June 11, 2001. All full-time employees are eligible to participate in the plan after 12 months of service. Pursuant to the plan's provisions, the City is obligated to contribute 3% of each eligible employees covered wages. Participants are fully vested after 5 years of continuous service. Contributions to the plan for the year ended June 30, 2013 amounted to \$68,374. Any amendments to the plan require City Council approval.

The City has a second defined contribution retirement plan for all full-time employees hired after June 1, 2006. The plan was established by ordinance of the City Council on May 8, 2006. Eligible employees will participate in the plan after 12 months of service. Pursuant to the plan's provisions, the City is obligated to contribute 7% of covered wages until the employee is fully vested (after 6 years of service) then 8% if the employee elects to contribute 2% of their compensation. Contributions to the plan for the year ended June 30, 2013 amounted to \$105,612. Any amendments to the plan require City Council approval.

NOTE D - CAPITAL ASSETS

Capital asset activity was as follows:

CITY OF CREVE COEUR, MISSOURI
NOTES TO FINANCIAL STATEMENTS

NOTE D - CAPITAL ASSETS (Continued)

	For The Year Ended June 30, 2013			
	Balance June 30 2012	Additions	Deletions	Balance June 30 2013
Governmental Activities				
Capital assets not being depreciated:				
Land	\$ 8,311,027	-	-	8,311,027
Construction in progress	1,124,282	828,102	1,116,268	836,116
Total Capital Assets Not Being Depreciated	9,435,309	828,102	1,116,268	9,147,143
Capital assets being depreciated:				
Infrastructure	56,057,134	1,556,978	-	57,614,112
Buildings and improvements	12,663,675	289,447	-	12,953,122
Equipment, furniture, and fixtures	2,091,143	293,621	-	2,384,764
Vehicles	2,131,620	279,307	64,200	2,346,727
Total Capital Assets Being Depreciated	72,943,572	2,419,353	64,200	75,298,725
Less - Accumulated depreciation for:				
Infrastructure	23,203,425	1,920,470	-	25,123,895
Buildings and improvements	5,411,125	372,964	-	5,784,089
Equipment, furniture, and fixtures	1,369,402	195,649	-	1,565,051
Vehicles	1,413,478	350,994	64,200	1,700,272
Total Accumulated Depreciation	31,397,430	2,840,077	64,200	34,173,307
Total Capital Assets Being Depreciated, Net	41,546,142	(420,724)	-	41,125,418
Governmental Activities Capital Assets, Net	\$ 50,981,451	407,378	1,116,268	50,272,561

CITY OF CREVE COEUR, MISSOURI
NOTES TO FINANCIAL STATEMENTS

NOTE D - CAPITAL ASSETS (Continued)

For The Year Ended June 30, 2013				
Business-type Activities	Balance June 30 2012	Additions	Deletions	Balance June 30 2013
Capital assets not being depreciated:				
Land	\$ 637,500	-	-	637,500
Capital assets being depreciated:				
Buildings and improvements	6,841,927	-	-	6,841,927
Equipment, furniture, and fixtures	578,780	4,900	123,323	460,357
Vehicles	22,186	-	-	22,186
Total Capital Assets Being Depreciated	7,442,893	4,900	123,323	7,324,470
Less - Accumulated depreciation for:				
Buildings and improvements	3,729,537	216,335	-	3,945,872
Equipment, furniture, and fixtures	459,895	37,914	90,739	407,070
Vehicles	21,178	1,008	-	22,186
Total Accumulated Depreciation	4,210,610	255,257	90,739	4,375,128
Total Capital Assets Being Depreciated, Net	3,232,283	(250,357)	32,584	2,949,342
Business-type Activities Capital Assets, Net	\$ 3,869,783	(250,357)	32,584	3,586,842

Depreciation expense was charged to functions/programs of the primary government as follows:

	For The Year Ended June 30 2013
Governmental Activities	
Public works, including depreciation of infrastructure assets	\$ 2,506,575
Public safety	136,362
General government	197,140
Total	<u>\$ 2,840,077</u>
Business-type Activities	
Recreation center	<u>\$ 255,257</u>

CITY OF CREVE COEUR, MISSOURI

NOTES TO FINANCIAL STATEMENTS

NOTE E - CASH, CASH EQUIVALENTS, AND INVESTMENTS

1. Deposits

Custodial credit risk for deposits is the risk that in the event of a bank failure, the City's deposits may not be returned or the City will not be able to recover collateral securities in the possession of an outside party. The City's bank deposits are required by state law to be secured by the deposit of certain securities specified at RSMo 30.270 with the City or trustee institution. The value of the securities must amount to the total of the City's cash not insured by the Federal Deposit Insurance Corporation.

As of June 30, 2013, the City's bank balances were entirely secured or collateralized with securities held by the City or by its agent in the City's name.

2. Investments

As of June 30, 2013, the City had the following investments:

Investments	Fair Value	Maturities			Credit Risk
		No Maturity	Less Than One Year	1 - 5 Years	
Primary Government					
Certificates of deposit	\$ 6,154,941	-	4,855,531	1,299,410	N/A
Money market funds	56,064	56,064	-	-	Not rated
Government securities:					
Federal Farm Credit Bank	882,594	-	-	882,594	AA
Federal Home Loan Bank	3,378,920	-	808,206	2,570,714	AA
Federal National Mortgage Association	794,508	-	-	794,508	AA
Federal Home Loan Mortgage Corporation	2,182,118	-	737,998	1,444,120	AA
Total Primary Government Investments	<u>13,449,145</u>	<u>56,064</u>	<u>6,401,735</u>	<u>6,991,346</u>	
Agency Funds					
Certificates of deposit	594,027	-	349,027	245,000	N/A
Government securities:					
Federal Home Loan Bank	401,071	-	-	401,071	AA
Total Agency Funds	<u>995,098</u>	<u>-</u>	<u>349,027</u>	<u>646,071</u>	
Pension Trust Fund					
Money market funds	563,907	563,907	-	-	Not rated
Equity mutual funds	12,802,375	12,802,375	-	-	N/A
Bond mutual funds	4,780,911	4,780,911	-	-	AAA
Total Pension Trust Fund Investments	<u>18,147,193</u>	<u>18,147,193</u>	<u>-</u>	<u>-</u>	
Total Investments	<u>\$ 32,591,436</u>	<u>18,203,257</u>	<u>6,750,762</u>	<u>7,637,417</u>	

NOTE E - CASH, CASH EQUIVALENTS, AND INVESTMENTS (Continued)

2. Investments (Continued)

Investments Policies

Credit Risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The City's policy states that they minimize credit risk by prequalifying the financial institutions, broker/dealers, intermediaries, and advisors with which the City will do business and diversifying the portfolio to reduce potential losses on individual securities.

Interest Rate Risk is the risk that changes in interest rates will adversely affect the fair value of an investment. Investments held for longer periods are subject to increased risk of adverse interest rate changes. The City's policy states that they minimize interest rate risk by structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity and investing primarily in shorter term securities.

Concentration of Credit Risk is the risk of loss attributed to the magnitude of the City's investment in a single issuer. The City's policy states that they minimize concentration of credit risk by diversifying the investment portfolio.

Custodial Credit Risk is the risk that in the event of the failure of the counterparty to a transaction, the City will not be able to recover the value of the investments or collateral securities that are in the possession of an outside party. In accordance with its policy, the City addresses custodial risk by prequalifying institutions with which the City places investments, diversifying the investment portfolio, and maintaining a standard of quality for investments.

NOTE F - NOTE RECEIVABLE

In October 2008, the City approved the Olive/Graeser Transportation Development District (TDD). The City elected to purchase the TDD's 2010 Series A revenue development note totaling \$1,260,000 on January 31, 2012. The note will be outstanding until the earlier of repayment or October 1, 2050. The note bears simple interest at 5.55%. The note and accrued interest will be repaid by a 1% TDD sales tax on all retail sales made in the TDD, but only after paying certain fees and expenses owed to the trustee or paying agent. The sales tax revenue within the TDD available for debt service will not be at a level needed to pay the interest accruing on the note during the foreseeable future. No principal will be repaid on the note during the next twelve months or in the near-term until there is growth of additional retailers within the TDD or sales growth by existing retailers. The note receivable balance was \$1,313,256 at June 30, 2013, which included accrued interest.

CITY OF CREVE COEUR, MISSOURI
NOTES TO FINANCIAL STATEMENTS

NOTE F - NOTE RECEIVABLE (Continued)

Note receivable activity was as follows:

	For The Year Ended June 30, 2013		
	Balance June 30 2012	Additions	Payments Received
2010 Series A revenue development note	<u>\$ 1,260,000</u>	<u>82,579</u>	<u>29,323</u>
			<u>1,313,256</u>

NOTE G - DEFERRED COMPENSATION PLAN

The City offers its employees a deferred compensation plan created in accordance with Internal Revenue Code Section 457. The plan, available to all City employees, permits them to defer a portion of their salary until future years. The deferred compensation is not available to employees until termination, retirement, death, or unforeseeable emergency. Plan assets are held in trust for the exclusive benefit of participants and their beneficiaries.

NOTE H - INSURANCE PROGRAMS

The City, along with various other local governments, participates in an insurance trust for workers' compensation, general liability matters, and health insurance (St. Louis Area Insurance Trust - SLAIT). The purpose of this trust is to distribute the cost of self-insurance over similar entities. The trust requires an annual premium payment to cover estimated claims payable and reserves for claims from each entity. The members of the trust have no legal interest in the assets, liabilities, or fund balances of the insurance trust; however, the City retains a contingent liability to fund its pro rata share of any deficit incurred by the trust should the trust cease operations at some future date. Settled claims resulting from these risks have not exceeded insurance coverage in any of the past three fiscal years. The trust has contracted with an insurance agent to handle all administrative matters, including processing of claims filed.

NOTE I - REAL ESTATE TAXES

Real estate taxes are levied in October of each year on the assessed value as of the prior January 1 for all real property located in the City. Property taxes attach as an enforceable lien on property as of January 1 and are due upon receipt of billing and become delinquent after December 31.

Property tax revenue is recognized to the extent it is collected within the current period or expected to be collected within 60 days after year-end is unavailable on the fund financial statements and recognized as revenue in the government-wide financial statements.

CITY OF CREVE COEUR, MISSOURI

NOTES TO FINANCIAL STATEMENTS

NOTE I - REAL ESTATE TAXES (Continued)

All property tax assessment, billing, and collection functions are handled by the St. Louis County government. Taxes collected are remitted to the City by the St. Louis County Collector (the County Collector) in the month subsequent to the actual collection date. Taxes held by the County Collector, if any, are included in municipal taxes receivable in the accompanying fund financial statements.

NOTE J - LONG-TERM DEBT

A summary of changes in long-term liabilities are as follows:

	For The Year Ended June 30, 2013			Amounts Due Within One Year
	Balance June 30 2012	Additions	Reductions	Balance June 30 2013
Governmental Activities				
Special obligation bonds	\$ 4,820,000	-	810,000	4,010,000
Plus - Premium	30,095	-	4,013	26,082
Compensated absences	487,137	210,833	194,855	503,115
Total	<u>\$ 5,337,232</u>	<u>210,833</u>	<u>1,008,868</u>	<u>4,539,197</u>

The special obligation bonds are being liquidated by the Capital Improvement Fund. The compensated absences are generally liquidated by the General Fund.

Special obligation bonds totaling \$7,235,000 were issued on December 13, 2004. The bonds mature January 1, 2020 with interest at 3.5% to 4%. The indenture requires a reserve balance of \$723,500, the actual balance of the reserve fund was \$737,998 at June 30, 2013. The bonds are subject to redemption and payment prior to maturity, at the option of the City, on or after January 1, 2014 at a redemption price of 100%.

Aggregate maturities required for the special obligation bonds are as follows:

For The Years Ended June 30	Special Obligation Bonds		
	Principal	Interest	Total
2014	\$ 650,000	154,994	804,994
2015	575,000	132,244	707,244
2016	600,000	111,400	711,400
2017	615,000	87,400	702,400
2018	525,000	62,800	587,800
2019 - 2020	1,045,000	61,800	1,106,800
Total	<u>\$ 4,010,000</u>	<u>610,638</u>	<u>4,620,638</u>

CITY OF CREVE COEUR, MISSOURI
NOTES TO FINANCIAL STATEMENTS

NOTE K - LEASE OBLIGATIONS

The City has entered into an operating lease agreement for 32 golf carts for the golf course. Total expenses for the lease were \$4,849 for the year ended June 30, 2013. The future minimum lease payments are as follows:

For The Years Ended June 30	
2014	\$ 14,548
2015	14,548
2016	<u>9,699</u>
Total	<u>\$ 38,795</u>

NOTE L - INTERFUND ASSETS/LIABILITIES

Individual interfund assets and liabilities balances are as follows:

Due to/from other funds:

<u>Receivable Fund</u>	<u>Payable Fund</u>	<u>June 30 2013</u>
General Fund	Capital Improvement Fund	\$ 52,609
General Fund	Lateral Sewer Fund	18,600
General Fund	Enterprise Fund	76,680
Enterprise Fund	General Fund	107,988
General Fund	Agency Funds	<u>111,449</u>
Total		<u>\$367,326</u>

All of these interfund balances are due to timing differences. All interfund balances are expected to be repaid during the next fiscal year.

Advance to/from other funds:

<u>Receivable Fund</u>	<u>Payable Fund</u>	<u>June 30 2013</u>
General Fund	Enterprise Fund	\$ 230,535 (1)
General Fund	Enterprise Fund	<u>1,097,448 (2)</u>
Total		<u>\$1,327,983</u>

- (1) This interfund advance bears interest not to exceed 5% and is to be paid in annual installments of principal and interest each July 1, with the final installment due July 1, 2020.
- (2) This interfund advance bears interest at 3.427% and is to be paid in annual installments of principal and interest each June 20, with the final installment due June 20, 2027.

The advances were used to fund improvements at the recreational facilities maintained by the Enterprise Fund.

CITY OF CREVE COEUR, MISSOURI
NOTES TO FINANCIAL STATEMENTS

NOTE M - INTERFUND TRANSFERS

Individual fund transfers are as follows:

		For The Year Ended June 30 2013
<u>Transfers From</u>	<u>Transfers To</u>	
General Fund	Capital Improvement Fund	\$400,000
General Fund	Enterprise Fund	<u>30,000</u>
Total		<u>\$430,000</u>

Interfund transfers were used to: 1) move revenues from the fund that ordinance or budget requires to collect them to the fund that ordinance or budget requires to expend them, 2) move revenues in excess of current year expenditures to other funds, or 3) reimburse other funds for debt service payments.

NOTE N - OTHER POST-EMPLOYMENT BENEFITS (OPEB) OTHER THAN PENSIONS

Plan Description

The City provides healthcare benefits to employees defined as City retirees who have attained age 50 plus 20 years of service until attainment of Medicare Eligibility Age. Employees hired before August 31, 2001 must contribute the employee portion of the monthly premium. Employees hired after August 31, 2001 must contribute the entire monthly premium. Individual-only medical and prescription drug benefits are available to retirees in the St. Louis Area Insurance Trust's (SLAIT) self-insured pool. The individual pays the monthly group health insurance premium.

The City sponsors and administers a single-employer OPEB plan that does not issue a separate stand-alone financial report. The OPEB obligation is generally liquidated by the General Fund.

The City's annual OPEB cost (expense) is calculated based on the ARC of the employer, an amount actuarially determined in accordance with the parameters of Governmental Accounting Standards Board (GASB) 45. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and to amortize any unfunded actuarial liabilities.

The calculations are based on the OPEB benefits provided under the terms of the substantive plan in effect at the time of each actuarial valuation, and on the pattern of sharing of costs between the employer and plan members to that point.

Actuarial valuations for OPEB plans involve estimates of the value of reported amounts and assumptions about the probability of events far into the future and reflect a long-term perspective. Actuarially determined amounts are subject to continual revision as results are compared to past expectations and new estimates are made about the future.

CITY OF CREVE COEUR, MISSOURI
NOTES TO FINANCIAL STATEMENTS

NOTE N - OTHER POST-EMPLOYMENT BENEFITS (OPEB) OTHER THAN PENSIONS (Continued)

The City's annual OPEB cost for the most recent actuarial valuation and the related information are as follows:

	For The Year Ended June 30 2013
Normal cost	\$ 50,031
Amortization of unfunded actuarial accrued liability	163,092
Interest to end of year	<u>8,525</u>
ARC	221,648
Interest on net OPEB obligation	5,530
Adjustment to ARC	<u>(10,580)</u>
Annual OPEB Cost	216,598
Contributions made	<u>216,598</u>
Increase In Net OPEB Obligation	-
Net OPEB obligation, beginning of year	<u>148,175</u>
Net OPEB Obligation, End Of Year	<u>\$148,175</u>

The Plan, stated in the City's Personnel Policy, was established by City Ordinance, which assigned the authority to establish and amend plan benefit provisions to the City. The contribution requirements of the City and plan members are established and may be amended by the City. The OPEB medical and prescription drug benefits provided under the terms of the substantive plan in effect at the time of each valuation and the pattern of sharing costs between the City as the Plan Sponsor and the eligible retirees at the time of the valuation are the bases of the actuarial valuation.

Funded Status

The funded status of the City's Medical and Prescription Drug OPEB Plan as of July 1, 2011, the most recent actuarial valuation date is as follows:

Actuarial Valuation Date July 1	Actuarial Value Of Assets	Actuarial Accrued Liability (AAL)	Unfunded AAL (UAAL)	Funded Ratio	Annual Covered Payroll	UAAL As A Percentage Of Covered Payroll
2011	\$ -	\$ 2,305,139	\$ (2,305,139)	- %	\$6,677,916	34.5 %

The schedule of funding progress, presented as required supplemental information following the notes to the basic financial statements, presents multiyear trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the AAL for benefits.

CITY OF CREVE COEUR, MISSOURI

NOTES TO FINANCIAL STATEMENTS

NOTE N - OTHER POST-EMPLOYMENT BENEFITS (OPEB) OTHER THAN PENSIONS (Continued)

Fiscal year 2009 was the year of implementation of GASB 45 and the City has elected to have actuarial valuations performed every three years.

Schedule Of Employer Contributions

For The Years Ended June 30	Annual Required Cost	Contribution Made	Percent Contributed
2013	\$ 221,648	\$ 216,598	97.72 %
2012	221,648	206,679	93.25
2011	143,430	109,552	76.38
2010	143,430	92,401	64.42
2009	143,430	87,853	61.25

Significant actuarial assumptions used in the valuation are as follows:

Valuation method	Projected unit cost method
Latest valuation date	July 1, 2011
Discount rate	4% per annum
Amortization method	Level dollar
Amortization period	20 years for initial UAAL, open
Mortality	RP-2000 Combined Healthy Table with a 70% Blue Collar adjustment with a static projection using Scale AA for all participants to 10 years after the valuation date
Healthcare cost trend	9% initial rate and trending down to 4.5%
Inflation rate	N/A
Investment return	N/A
Projected salary increases	N/A
Post-retirement benefit increases	N/A

NOTE O - JOINT VENTURE

The City, in cooperation with two other municipalities, created a joint police and emergency dispatching service which was organized in 2010. The administration of the joint dispatching venture is overseen by a board of directors, comprised of the City Administrator from each of the participating municipalities. This joint venture was established to share operating costs of a central dispatching center, thereby saving overall expenses incurred by each participating municipality. In addition, the joint effort is expected to improve service and increase the likelihood of obtaining grant funds.

This joint venture has not currently enhanced or hindered the City's financial operations. The City is jointly liable for their representative share of current and potential liabilities. A separately issued financial report can be obtained for this joint venture by contacting the City's finance department.

CITY OF CREVE COEUR, MISSOURI
NOTES TO FINANCIAL STATEMENTS

NOTE O - JOINT VENTURE (Continued)

Summary of financial highlights follows (in thousands):

	<u>June 30</u> <u>2013</u>
Assets	\$409
Liabilities	38
	<u>For The</u> <u>Year Ended</u> <u>June 30, 2013</u>
Dispatching assessments	\$1,045
Operating expenses	995

For the year ended June 30, 2013, the City paid \$434,792 for dispatching assessments.

NOTE P - CONTINGENCIES AND COMMITMENTS

The City has various voluntary deferred compensation plans for the benefit of the City Administrator and Department Managers. Such plans provide for direct contributions by the employee with additional current contributions by the City annually based upon salary. The amount that the City is required to contribute may increase in future years. The City is required to contribute to the plans only during the term of the City Administrator's and Department Managers' employment.

Amounts received or receivable from grant agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures that may be disallowed by the grantor cannot be determined at this time, although the City expects such amounts, if any, to be immaterial.

The City is a defendant in various lawsuits. Although the outcome of these lawsuits is not presently determinable, in the opinion of the City's attorney, the resolution of these matters will not have material adverse effect on the financial condition of the City.

NOTE Q - CONDUIT DEBT

In addition, a bank loan was issued in September 2001 to provide financial assistance to a private sector entity for the purpose of acquiring, constructing, and equipping an industrial development project deemed to be in the public interest for CSI and Isle of Capri Casinos, Inc. The loan was secured by the property financed and are payable solely from payments received on the underlying mortgage loans. Upon repayment of the loan, ownership of the acquired facilities transfers to the private-sector entity served by the loan issuance. Neither the City, the County, the State, nor any political subdivision thereof is obligated in any manner for repayment of the loan.

CITY OF CREVE COEUR, MISSOURI
NOTES TO FINANCIAL STATEMENTS

NOTE Q - CONDUIT DEBT (Continued)

Accordingly, the loan is not reported as a liability in the accompanying financial statements. At June 30, 2013, the principal amount payable was approximately \$2,147,000. An additional loan of \$850,000 was authorized for this project in April 2006 but remains unissued.

NOTE R - RESTRICTED NET POSITION

The government-wide statement of net position reports \$2,537,521 of restricted net position of which \$1,721,651 is restricted by enabling legislation. The balance of \$815,870 is restricted by indentures of the special obligation bonds.

NOTE S - RETROACTIVE RESTATEMENT OF NET POSITION

The previously stated net position has been retroactively restated to implement GASB Statement No. 63, *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position* and GASB Statement No. 65, *Items Previously Reported as Assets and Liabilities* as follows:

	<u>Governmental Activities</u>
Net position, June 30, 2012, as previously reported	\$ 65,349,534
Restatement for:	
Bond issue costs	(133,128)
Accumulated amortization	<u>66,563</u>
Net Position, June 30, 2012, As Restated	<u><u>\$ 65,282,969</u></u>

NOTE T - SUBSEQUENT EVENT

In October 2013, the City Council passed a resolution to repay the balance outstanding on the Series 2004 special obligation bonds after the January 2014 scheduled payment. The balance to be paid prior to maturity is \$3.36 million and the bonds will be redeemed at 100%.

CITY OF CREVE COEUR, MISSOURI
NOTES TO FINANCIAL STATEMENTS

NOTE U - FUTURE ACCOUNTING PRONOUNCEMENTS

GASB Statement No. 68 (GASB 68), *Accounting and Financial Reporting for Pensions*, will require the City to record UAAL on the government-wide statement of net position. UAAL equals the difference between the total pension liability and the value of the assets set aside in a pension plan to pay benefits. GASB 68 may also require changes to the projection of benefit payments and the rate used to discount the projected benefit payments. GASB 68 will be effective for the City for the year ending June 30, 2015.

REQUIRED SUPPLEMENTAL INFORMATION SECTION

CITY OF CREVE COEUR, MISSOURI
REQUIRED SUPPLEMENTAL INFORMATION - SCHEDULE OF
REVENUES, EXPENDITURES, AND CHANGE IN FUND BALANCE -
BUDGET AND ACTUAL - GENERAL FUND - BUDGET BASIS
FOR THE YEAR ENDED JUNE 30, 2013

	Budgeted Amounts			Over (Under) Budget
	Original	Final	Actual	
REVENUES				
General Property and Sales Taxes				
General property taxes:				
Real property - current year	\$ 688,500	568,500	549,387	(19,113)
Real property - prior year (net refund)	5,000	5,000	3,821	(1,179)
Sales and use tax	4,794,000	4,654,000	4,702,872	48,872
Total General Property And Sales Taxes	5,487,500	5,227,500	5,256,080	28,580
Public Utility Licenses				
Electric	3,111,000	3,081,000	3,110,606	29,606
Gas	600,000	600,000	635,295	35,295
Telephone	1,765,000	1,665,000	1,656,356	(8,644)
Water	375,000	415,000	420,182	5,182
Right of way fees	-	-	49,229	49,229
Total Public Utility Licenses	5,851,000	5,761,000	5,871,668	110,668
Licenses and Permits				
Occupation and merchants' licenses	210,000	210,000	180,545	(29,455)
Liquor licenses	36,000	36,000	37,755	1,755
Vending machine licenses	2,600	2,600	2,275	(325)
Emergency alarm licenses	50	50	125	75
Billboard license	-	-	11,805	11,805
Building permits	300,000	400,000	413,804	13,804
Occupancy permits	96,000	96,000	84,066	(11,934)
Sign permits	12,000	12,000	21,970	9,970
Street excavation fees	6,000	6,000	4,085	(1,915)
Dog park license fees	23,500	23,500	18,349	(5,151)
Miscellaneous zoning fees	80,000	80,000	89,933	9,933
Miscellaneous construction permits	6,000	6,000	6,144	144
Total Licenses And Permits	772,150	872,150	870,856	(1,294)
Municipal Facilities				
Community center:				
Multi-purpose rental	20,000	20,000	18,160	(1,840)
Meeting room rental	6,000	6,000	7,040	1,040
Gymnasium rental	20,000	20,000	22,378	2,378
Soda revenue	225	225	-	(225)
Recreational programs	27,000	27,000	12,703	(14,297)
Miscellaneous revenue	10,400	10,400	18,710	8,310
Total Municipal Facilities	83,625	83,625	78,991	(4,634)
Intergovernmental				
Grant income	124,568	124,568	80,415	(44,153)
New car sales tax	174,000	174,000	203,875	29,875
Cigarette tax	47,000	47,000	48,726	1,726

(Continued)

CITY OF CREVE COEUR, MISSOURI
REQUIRED SUPPLEMENTAL INFORMATION - SCHEDULE OF
REVENUES, EXPENDITURES, AND CHANGE IN FUND BALANCE -
BUDGET AND ACTUAL - GENERAL FUND - BUDGET BASIS (Continued)
FOR THE YEAR ENDED JUNE 30, 2013

	Budgeted Amounts			Over (Under) Budget
	Original	Final	Actual	
REVENUES (Continued)				
Intergovernmental (Continued)				
Gasoline and motor fuel tax	454,000	454,000	449,769	(4,231)
Road and bridge tax	1,005,000	955,000	943,393	(11,607)
Total Intergovernmental	1,804,568	1,754,568	1,726,178	(28,390)
Fines, Forfeitures, and Charges for Services				
Municipal court fines	71,000	71,000	73,192	2,192
Traffic violations fines	1,775,000	1,775,000	1,774,672	(328)
Police service contracts	47,072	47,072	33,273	(13,799)
Total Fines, Forfeitures, And Charges For Services	1,893,072	1,893,072	1,881,137	(11,935)
Investment Income				
	195,000	195,000	150,176	(44,824)
Miscellaneous				
Cable television franchise fees	285,000	285,000	304,133	19,133
Miscellaneous operation income	321,642	321,642	226,577	(95,065)
Total Miscellaneous	606,642	606,642	530,710	(75,932)
Total Revenues	16,693,557	16,393,557	16,365,796	(27,761)
EXPENDITURES				
General Government				
Legislative:				
Personnel services	127,773	128,815	128,734	(81)
Operating	236,812	208,412	196,309	(12,103)
Total Legislative	364,585	337,227	325,043	(12,184)
Administrative:				
Personnel services	668,059	659,140	646,371	(12,769)
Operating	97,538	133,538	113,071	(20,467)
Capital outlay	62,974	50,974	45,925	(5,049)
Total Administrative	828,571	843,652	805,367	(38,285)
Community services:				
Personnel services	52,102	53,154	48,967	(4,187)
Operating	23,590	22,590	19,383	(3,207)
Capital outlay	1,000	1,000	732	(268)
Total Community Services	76,692	76,744	69,082	(7,662)
Maintenance of municipal property:				
Personnel services	116,725	117,522	114,303	(3,219)
Operating	175,008	194,608	188,724	(5,884)
Capital outlay	6,000	-	-	-
Total Maintenance Of Municipal Property	297,733	312,130	303,027	(9,103)

(Continued)

CITY OF CREVE COEUR, MISSOURI
REQUIRED SUPPLEMENTAL INFORMATION - SCHEDULE OF
REVENUES, EXPENDITURES, AND CHANGE IN FUND BALANCE -
BUDGET AND ACTUAL - GENERAL FUND - BUDGET BASIS (Continued)
FOR THE YEAR ENDED JUNE 30, 2013

	Budgeted Amounts			Over (Under) Budget
	Original	Final	Actual	
EXPENDITURES (Continued)				
General Government (Continued)				
Court:				
Personnel services	287,965	286,223	284,010	(2,213)
Operating	618,652	603,652	579,675	(23,977)
Capital outlay	3,775	3,775	1,587	(2,188)
Total Court	910,392	893,650	865,272	(28,378)
Finance:				
Personnel services	601,363	632,925	630,737	(2,188)
Operating	375,626	401,626	390,396	(11,230)
Capital outlay	1,500	2,552	2,052	(500)
Total Finance	978,489	1,037,103	1,023,185	(13,918)
Total General Government	3,456,462	3,500,506	3,390,976	(109,530)
Public Safety				
Administrative:				
Personnel services	816,850	696,207	670,593	(25,614)
Operating	610,510	619,510	568,307	(51,203)
Capital outlay	35,500	42,350	38,150	(4,200)
Total Administrative	1,462,860	1,358,067	1,277,050	(81,017)
Investigations:				
Personnel services	697,373	626,388	623,245	(3,143)
Operating	29,099	29,099	18,677	(10,422)
Capital outlay	43,925	43,925	42,697	(1,228)
Total Investigations	770,397	699,412	684,619	(14,793)
Patrol:				
Personnel services	3,910,788	4,022,952	4,008,216	(14,736)
Operating	234,077	214,077	214,712	635
Capital outlay	232,478	213,978	203,939	(10,039)
Total Patrol	4,377,343	4,451,007	4,426,867	(24,140)
Total Public Safety	6,610,600	6,508,486	6,388,536	(119,950)
Public Works				
Administrative:				
Personnel services	380,060	380,705	376,103	(4,602)
Operating	26,245	26,245	21,213	(5,032)
Capital outlay	1,700	1,700	65	(1,635)
Total Administrative	408,005	408,650	397,381	(11,269)
Street:				
Personnel services	927,295	890,295	863,270	(27,025)
Operating	672,840	632,840	618,600	(14,240)
Capital outlay	42,100	42,100	34,220	(7,880)
Total Street	1,642,235	1,565,235	1,516,090	(49,145)

(Continued)

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CITY OF CREVE COEUR, MISSOURI
REQUIRED SUPPLEMENTAL INFORMATION - SCHEDULE OF
REVENUES, EXPENDITURES, AND CHANGE IN FUND BALANCE -
BUDGET AND ACTUAL - GENERAL FUND - BUDGET BASIS (Continued)
FOR THE YEAR ENDED JUNE 30, 2013

	Budgeted Amounts			Over (Under) Budget
	Original	Final	Actual	
EXPENDITURES (Continued)				
Public Works (Continued)				
Health and welfare:				
Operating	1,284,066	1,290,866	1,286,835	(4,031)
Parks:				
Personnel services	303,658	276,532	271,301	(5,231)
Operating	177,850	205,850	201,621	(4,229)
Capital outlay	12,000	14,163	12,231	(1,932)
Total Parks	493,508	496,545	485,153	(11,392)
Total Public Works	3,827,814	3,761,296	3,685,459	(75,837)
Community Development				
Administrative:				
Personnel services	332,052	336,718	332,367	(4,351)
Operating	51,585	43,585	24,252	(19,333)
Capital outlay	1,990	1,990	1,143	(847)
Total Administrative	385,627	382,293	357,762	(24,531)
Building:				
Personnel services	688,378	691,266	690,309	(957)
Operating	39,560	34,560	32,398	(2,162)
Capital outlay	300	793	793	-
Total Building	728,238	726,619	723,500	(3,119)
Total Community Development	1,113,865	1,108,912	1,081,262	(27,650)
Total Expenditures	15,008,741	14,879,200	14,546,233	(332,967)
REVENUES OVER EXPENDITURES	1,684,816	1,514,357	1,819,563	305,206
OTHER FINANCING SOURCES (USES)				
Transfers out	(475,000)	(475,000)	(430,000)	(45,000)
Sale of capital assets	-	-	17,595	17,595
Total Other Financing Sources (Uses)	(475,000)	(475,000)	(412,405)	(62,595)
NET CHANGE IN FUND BALANCE - BUDGET BASIS	<u>\$ 1,209,816</u>	<u>1,039,357</u>	<u>1,407,158</u>	<u>367,801</u>
ADJUSTMENTS TO RECONCILE TO GAAP BASIS				
Encumbrances reserved at June 30, 2013			34,224	
Encumbrances reserved at June 30, 2012			(30,294)	
Total Adjustments To Reconcile To GAAP Basis			<u>3,930</u>	
NET CHANGE IN FUND BALANCE - GAAP BASIS			1,411,088	
FUND BALANCE, JULY 1			<u>16,013,154</u>	
FUND BALANCE, JUNE 30			<u>\$ 17,424,242</u>	

CITY OF CREVE COEUR, MISSOURI
REQUIRED SUPPLEMENTAL INFORMATION - NOTES TO
SCHEDULE OF REVENUES, EXPENDITURES, AND
CHANGE IN FUND BALANCE - BUDGET AND ACTUAL
FOR THE YEAR ENDED JUNE 30, 2013

Budgets and Budgetary Accounting

The City follows these procedures in establishing the budgetary data reflected in the financial statements:

- a. Prior to July 1, the City Administrator submits to the City Council a proposed operating budget for the fiscal year. The operating budget includes proposed expenditures and the means of financing them.
- b. Public hearing meetings are held to obtain taxpayer comments.
- c. Prior to July 1, the budget is adopted by the City Council.
- d. Budgets are adopted on a basis generally consistent with accounting principles generally accepted in the United States of America except that budgetary basis expenditures include encumbrances. Expenditures on a budget basis may not legally exceed budgeted appropriations at the department level. Other financing source, related capital outlay of capital leases in the year the City enters into the lease agreement, and depreciation expense for the Enterprise Fund are not budgeted.
- e. Current year budget includes supplemental appropriations. A motion from the City Council is required to transfer budgeted amounts between funds, or to transfer substantial budgeted amounts between departments within any fund or for any revisions that would alter the total expenditures of any fund. Management can transfer budgeted amounts within departments, except salary expenditures, without City Council approval.

CITY OF CREVE COEUR, MISSOURI
REQUIRED SUPPLEMENTAL INFORMATION - RETIREMENT
PLAN AND OTHER POST-EMPLOYMENT BENEFIT PLAN
FOR THE YEAR ENDED JUNE 30, 2013

Retirement Plan for Employees of the City - Funding Progress for the City's Defined Benefit Pension Plan

Valuation For The Actuarial Years Ended July 1	Actuarial Value Of Assets (a)	Actuarial Accrued Liability (AAL) (b)	Unfunded AAL (UAAL) (b)-(a)
2013	\$17,979,590	\$25,144,283	\$7,164,693
2012	16,671,075	24,744,421	8,073,346
2011	15,103,368	24,150,315	9,046,947
2010	15,200,155	22,499,248	7,299,093
2009	16,301,456	21,831,948	5,530,492
2008	17,047,888	19,392,222	2,344,334
2007	16,747,629	18,535,546	1,787,917
2006	15,116,139	17,172,016	2,055,877
2005	13,051,069	16,396,702	3,345,633
2004	12,028,414	15,095,101	3,066,687

Valuation For The Actuarial Years Ended July 1	Funded Ratio (a)/(b)	Covered Payroll (c)	UAAL As A Percentage Of Covered Payroll (a)-(b)/(c)
2013	71.5%	\$4,016,528	178.4%
2012	67.4	4,073,539	198.2
2011	62.5	4,252,159	212.8
2010	67.6	4,625,095	157.8
2009	74.7	4,850,260	114.0
2008	87.9	5,093,905	46.0
2007	90.4	5,074,190	35.2
2006	88.0	4,996,535	41.1
2005	79.6	4,699,880	71.2
2004	79.7	4,689,975	65.4

The July 1, 2012 actuarial valuation was computed using a new mortality table (RP-2000 Combined Healthy Table with a 70% Blue Collar Adjustment with a static projection using Scale AA for all participants to 10 years after the valuation date). This change in assumption was due to the Actuarial Standards Board issuing a revised Standard of Practice. The impact of the change in mortality assumption increased the actuarial accrued liability by approximately \$2 million.

CITY OF CREVE COEUR, MISSOURI
REQUIRED SUPPLEMENTAL INFORMATION - RETIREMENT
PLAN AND OTHER POST-EMPLOYMENT BENEFIT PLAN
FOR THE YEAR ENDED JUNE 30, 2013

Post-employment Medical and Prescription Plan for the Employees of the City - Funding Progress for the City's Medical and Prescription Drug OPEB Plan

Actuarial Valuation Date <u>July 1</u>	Actuarial Value Of Assets <u>(a)</u>	Actuarial Accrued Liability (AAL) <u>(b)</u>	Unfunded AAL (UAAL) <u>(b)-(a)</u>
2011	\$ -	\$2,305,139	(\$2,305,139)
2008	-	1,383,016	(1,383,016)

Actuarial Valuation Date <u>July 1</u>	Funded Ratio <u>(a)/(b)</u>	Covered Payroll <u>(c)</u>	UAAL As A Percentage Of Covered Payroll <u>(a)-(b)/(c)</u>
2011	- %	\$6,677,916	34.5%
2008	-	7,172,897	19.3

Fiscal year 2009 was the year of implementation of GASB 45 and the City has elected to have actuarial valuations performed every three years.

OTHER SUPPLEMENTAL INFORMATION SECTION

CITY OF CREVE COEUR, MISSOURI
OTHER SUPPLEMENTAL INFORMATION

NONMAJOR GOVERNMENTAL FUND

SPECIAL REVENUE FUND

Special Revenue Funds are used to account for the proceeds of specific revenue sources (other than expendable trusts of major capital projects) that are legally restricted to expenditures for specific purposes.

Lateral Sewer Fund -- This fund is used to account for special assessments to be utilized for maintenance of lateral sewer lines within the City.

CITY OF CREVE COEUR, MISSOURI
OTHER SUPPLEMENTAL INFORMATION - SCHEDULE OF
REVENUES, EXPENDITURES, AND CHANGE IN FUND BALANCE -
BUDGET AND ACTUAL - LATERAL SEWER SPECIAL REVENUE FUND
FOR THE YEAR ENDED JUNE 30, 2013

	Original And Final Budgeted Amounts	Actual	Over (Under) Budget
REVENUES			
Other taxes	\$ 88,000	86,320	(1,680)
EXPENDITURES			
Public works	<u>113,892</u>	<u>98,365</u>	<u>(15,527)</u>
NET CHANGE IN FUND BALANCE	<u><u>\$ (25,892)</u></u>	(12,045)	<u><u>13,847</u></u>
FUND BALANCE, JULY 1		<u>281,155</u>	
FUND BALANCE, JUNE 30		<u><u>\$ 269,110</u></u>	

CITY OF CREVE COEUR, MISSOURI
OTHER SUPPLEMENTAL INFORMATION - SCHEDULE OF REVENUES, EXPENDI-
TURES, AND CHANGE IN FUND BALANCE - BUDGET AND ACTUAL -
CAPITAL IMPROVEMENT CAPITAL PROJECTS FUND - BUDGET BASIS
FOR THE YEAR ENDED JUNE 30, 2013

	Budgeted Amounts			Over (Under) Budget
	Original	Final	Actual	
REVENUES				
General property and sales taxes	\$ 1,928,500	1,870,000	1,898,578	28,578
Intergovernmental	814,000	764,000	562,324	(201,676)
Investment income	36,000	36,000	38,836	2,836
Miscellaneous	20,000	20,000	9,400	(10,600)
Total Revenues	<u>2,798,500</u>	<u>2,690,000</u>	<u>2,509,138</u>	<u>(180,862)</u>
EXPENDITURES				
Capital outlay	3,269,000	2,961,225	2,232,771	(728,454)
Debt service:				
Principal	810,000	810,000	810,000	-
Interest	183,344	183,344	183,569	225
Total Expenditures	<u>4,262,344</u>	<u>3,954,569</u>	<u>3,226,340</u>	<u>(728,229)</u>
REVENUES UNDER EXPENDITURES	(1,463,844)	(1,264,569)	(717,202)	547,367
OTHER FINANCING SOURCES				
Transfers in	<u>400,000</u>	<u>400,000</u>	<u>400,000</u>	<u>-</u>
NET CHANGE IN FUND BALANCE - BUDGET BASIS	<u>\$ (1,063,844)</u>	<u>(864,569)</u>	<u>(317,202)</u>	<u>547,367</u>
ADJUSTMENTS TO RECONCILE TO GAAP BASIS				
Encumbrances reserved at June 30, 2013			156,819	
Encumbrances reserved at June 30, 2012			<u>(146,375)</u>	
Total Adjustments To Recon- cile To GAAP Basis			<u>10,444</u>	
NET CHANGE IN FUND BALANCE - GAAP BASIS			(306,758)	
FUND BALANCE, JULY 1			<u>2,575,169</u>	
FUND BALANCE, JUNE 30			<u>\$ 2,268,411</u>	

ENTERPRISE FUND

The Enterprise Fund is used to account for operations that are financed and operated in a manner similar to private business enterprises, where the intent of the City Council is that the costs of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or where the City Council has decided that periodic determination of net income is appropriate for accountability purposes.

Recreational Fund -- This fund is used to account for the operations of the City's food service, public golf course, and ice arena.

CITY OF CREVE COEUR, MISSOURI
OTHER SUPPLEMENTAL INFORMATION - COMPARATIVE
STATEMENT OF NET POSITION - ENTERPRISE FUND
JUNE 30, 2013 AND 2012

	<u>2013</u>	<u>2012</u>
ASSETS		
Current Assets		
Cash and cash equivalents	\$ 42,411	62,736
Inventories	5,954	6,577
Due from other funds	107,988	107,697
Total Current Assets	<u>156,353</u>	<u>177,010</u>
Capital Assets		
Land	637,500	637,500
Other capital assets, net of accumulated depreciation	2,949,342	3,232,283
Total Capital Assets	<u>3,586,842</u>	<u>3,869,783</u>
Total Assets	<u>3,743,195</u>	<u>4,046,793</u>
LIABILITIES		
Current Liabilities		
Accounts payable	17,433	8,483
Accrued liabilities	24,388	23,481
Due to other funds	76,680	77,469
Unearned revenues	53,383	44,649
Total Current Liabilities	<u>171,884</u>	<u>154,082</u>
Noncurrent Liabilities		
Advance from other funds	1,327,983	1,413,152
Total Liabilities	<u>1,499,867</u>	<u>1,567,234</u>
NET POSITION		
Net investment in capital assets	3,586,842	3,869,783
Unrestricted	<u>(1,343,514)</u>	<u>(1,390,224)</u>
Total Net Position	<u>\$ 2,243,328</u>	<u>2,479,559</u>

CITY OF CREVE COEUR, MISSOURI
OTHER SUPPLEMENTAL INFORMATION - COMBINING SCHEDULE OF
REVENUES AND EXPENSES - ENTERPRISE FUND - RECREATIONAL FUND
FOR THE YEAR ENDED JUNE 30, 2013

	Food Service Department	Golf Course Department	Ice Arena Department	Totals
OPERATING REVENUES				
Greens fees	\$ -	246,192	-	246,192
Cart and merchandise rental	-	108,168	-	108,168
Food	13,573	-	-	13,573
Beverages	35,873	-	-	35,873
Admissions	-	-	47,095	47,095
Hockey league rental	-	-	110,264	110,264
Contract rental - other	-	-	226,148	226,148
Skate rental and sharpening	-	-	8,984	8,984
Skating lessons	-	-	75,432	75,432
Figure skating contracts	-	-	36,215	36,215
Miscellaneous	-	15,885	29,580	45,465
Total Operating Revenues	<u>49,446</u>	<u>370,245</u>	<u>533,718</u>	<u>953,409</u>
OPERATING EXPENSES				
Personnel services	7,578	272,517	263,072	543,167
Operating expenses	28,258	171,497	168,527	368,282
Depreciation	371	36,811	218,075	255,257
Total Operating Expenses	<u>36,207</u>	<u>480,825</u>	<u>649,674</u>	<u>1,166,706</u>
OPERATING INCOME (LOSS)	<u>13,239</u>	<u>(110,580)</u>	<u>(115,956)</u>	<u>(213,297)</u>
NONOPERATING REVENUE (EXPENSES)				
Investment income	-	217	217	434
Interest expense	-	(19,836)	(33,532)	(53,368)
Total Nonoperating Revenue (Expenses)	<u>-</u>	<u>(19,619)</u>	<u>(33,315)</u>	<u>(52,934)</u>
INCOME (LOSS) BEFORE TRANSFERS	13,239	(130,199)	(149,271)	(266,231)
TRANSFERS IN	<u>-</u>	<u>15,000</u>	<u>15,000</u>	<u>30,000</u>
CHANGES IN NET POSITION	<u>\$ 13,239</u>	<u>(115,199)</u>	<u>(134,271)</u>	<u>(236,231)</u>
NET POSITION, JULY 1				<u>2,479,559</u>
NET POSITION, JUNE 30				<u>\$ 2,243,328</u>

CITY OF CREVE COEUR, MISSOURI
OTHER SUPPLEMENTAL INFORMATION - SCHEDULE OF REVENUES
AND EXPENSES - ENTERPRISE FUND - RECREATIONAL FUND -
FOOD SERVICE DEPARTMENT - BUDGET AND ACTUAL
FOR THE YEAR ENDED JUNE 30, 2013

	<u>Budgeted Amounts</u>		<u>Actual</u>	<u>Over (Under) Budget</u>
	<u>Original</u>	<u>Final</u>		
OPERATING REVENUES				
Food	\$ 15,650	15,650	13,573	(2,077)
Beverages	38,000	38,000	35,873	(2,127)
Total Operating Revenues	<u>53,650</u>	<u>53,650</u>	<u>49,446</u>	<u>(4,204)</u>
OPERATING EXPENSES				
Personnel services	11,456	8,956	7,578	(1,378)
Operating expenses	35,652	35,652	28,258	(7,394)
Depreciation	-	-	371	371
Total Operating Expenses	<u>47,108</u>	<u>44,608</u>	<u>36,207</u>	<u>(8,401)</u>
OPERATING INCOME	<u>\$ 6,542</u>	<u>9,042</u>	<u>13,239</u>	<u>4,197</u>

CITY OF CREVE COEUR, MISSOURI
OTHER SUPPLEMENTAL INFORMATION - SCHEDULE OF REVENUES
AND EXPENSES - ENTERPRISE FUND - RECREATIONAL FUND -
GOLF COURSE DEPARTMENT - BUDGET AND ACTUAL
FOR THE YEAR ENDED JUNE 30, 2013

	Budgeted Amounts			Over (Under) Budget
	Original	Final	Actual	
OPERATING REVENUES				
Greens fees	\$ 286,000	266,000	246,192	(19,808)
Cart and merchandise rental	119,225	119,225	108,168	(11,057)
Miscellaneous	14,500	14,500	15,885	1,385
Total Operating Revenues	<u>419,725</u>	<u>399,725</u>	<u>370,245</u>	<u>(29,480)</u>
OPERATING EXPENSES				
Personnel services	285,431	287,125	272,517	(14,608)
Operating expenses	175,668	185,168	171,497	(13,671)
Depreciation	-	-	36,811	36,811
Total Operating Expenses	<u>461,099</u>	<u>472,293</u>	<u>480,825</u>	<u>8,532</u>
OPERATING LOSS	<u>(41,374)</u>	<u>(72,568)</u>	<u>(110,580)</u>	<u>(38,012)</u>
NONOPERATING REVENUE (EXPENSES)				
Investment income	100	100	217	117
Interest expense	<u>(19,836)</u>	<u>(19,836)</u>	<u>(19,836)</u>	<u>-</u>
Total Nonoperating Revenue (Expenses)	<u>(19,736)</u>	<u>(19,736)</u>	<u>(19,619)</u>	<u>117</u>
LOSS BEFORE TRANSFERS	<u>(61,110)</u>	<u>(92,304)</u>	<u>(130,199)</u>	<u>(37,895)</u>
TRANSFER IN	<u>37,500</u>	<u>37,500</u>	<u>15,000</u>	<u>(22,500)</u>
CHANGE IN NET POSITION	<u>\$ (23,610)</u>	<u>(54,804)</u>	<u>(115,199)</u>	<u>(60,395)</u>

CITY OF CREVE COEUR, MISSOURI
OTHER SUPPLEMENTAL INFORMATION - SCHEDULE OF REVENUES
AND EXPENSES - ENTERPRISE FUND - RECREATIONAL FUND -
ICE ARENA DEPARTMENT - BUDGET AND ACTUAL
FOR THE YEAR ENDED JUNE 30, 2013

	Budgeted Amounts			Over (Under) Budget
	Original	Final	Actual	
OPERATING REVENUES				
Admissions	\$ 46,500	46,500	47,095	595
Hockey league rental	106,000	106,000	110,264	4,264
Contract rental - other	237,000	237,000	226,148	(10,852)
Skate rental and sharpening	9,350	9,350	8,984	(366)
Skating lessons	43,500	43,500	75,432	31,932
Figure skating contracts	67,500	67,500	36,215	(31,285)
Miscellaneous	23,350	23,350	29,580	6,230
Total Operating Revenues	533,200	533,200	533,718	518
OPERATING EXPENSES				
Personnel services	288,283	270,188	263,072	(7,116)
Operating expenses	170,110	183,210	168,527	(14,683)
Depreciation	-	-	218,075	218,075
Total Operating Expenses	458,393	453,398	649,674	196,276
OPERATING INCOME (LOSS)	74,807	79,802	(115,956)	(195,758)
NONOPERATING REVENUE (EXPENSES)				
Investment income	100	100	217	117
Interest expense	(33,532)	(33,532)	(33,532)	-
Total Nonoperating Revenue (Expenses)	(33,432)	(33,432)	(33,315)	117
INCOME (LOSS) BEFORE TRANSFERS	41,375	46,370	(149,271)	(195,641)
TRANSFER IN	37,500	37,500	15,000	(22,500)
CHANGE IN NET POSITION	\$ 78,875	83,870	(134,271)	(218,141)

FIDUCIARY FUND TYPES - TRUST AND AGENCY FUNDS

Trust Funds are used to account for assets held by the City in a trustee capacity. Agency Funds are used to account for assets held by the City as an agent for individual, private organizations, other governments, and/or other funds.

Pension Trust Fund -- This fund is used to account for assets held in a trustee capacity for the City's eligible employees.

Agency Funds -- The Escrow, Transportation Development District, and Court Bond Funds are used to account for the collection and release of monies in connection with construction permits, transportation development district sales tax, and to be held as bond deposits to ensure defendants' appearances in court.

CITY OF CREVE COEUR, MISSOURI
OTHER SUPPLEMENTAL INFORMATION - STATEMENT
OF CHANGES IN FIDUCIARY NET POSITION -
BUDGET AND ACTUAL - PENSION TRUST FUND
FOR THE YEAR ENDED JUNE 30, 2013

	Budgeted Amounts			Over (Under) Budget
	Original	Final	Actual	
ADDITIONS				
Investment income:				
Interest and dividends earned	\$ 380,000	380,000	426,142	46,142
Net appreciation in fair value of investments	819,710	1,619,710	1,742,355	122,645
Total Investment Income	1,199,710	1,999,710	2,168,497	168,787
Less - Investment management and custodial fees	57,389	57,389	54,830	(2,559)
Net Investment Income	1,142,321	1,942,321	2,113,667	171,346
Employee contributions	60,000	60,000	58,698	(1,302)
Employer contributions	1,212,000	1,261,350	1,261,350	-
Total Additions	2,414,321	3,263,671	3,433,715	170,044
DEDUCTIONS				
Benefit payments	1,279,285	1,684,385	1,685,982	1,597
Administration expenses	21,750	21,750	20,605	(1,145)
Total Deductions	1,301,035	1,706,135	1,706,587	452
CHANGE IN NET POSITION	<u>\$ 1,113,286</u>	<u>1,557,536</u>	1,727,128	<u>169,592</u>
NET POSITION HELD IN TRUST FOR PENSION BENEFITS, JULY 1			<u>16,444,938</u>	
NET POSITION HELD IN TRUST FOR PENSION BENEFITS, JUNE 30			<u>\$ 18,172,066</u>	

CITY OF CREVE COEUR, MISSOURI
OTHER SUPPLEMENTAL INFORMATION - STATEMENT OF
CHANGES IN ASSETS AND LIABILITIES - ALL AGENCY FUNDS
FOR THE YEAR ENDED JUNE 30, 2013

	Balance June 30 2012	Additions	Reductions	Balance June 30 2013
Escrow Fund				
Assets:				
Cash and cash equivalents	\$ 857,923	498,167	-	1,356,090
Investments	592,283	995,098	592,283	995,098
Total Assets	<u>\$ 1,450,206</u>	<u>1,493,265</u>	<u>592,283</u>	<u>2,351,188</u>
Liabilities:				
Due to escrowees	\$ 1,341,522	898,217	-	2,239,739
Due to other funds	108,684	2,765	-	111,449
Total Liabilities	<u>\$ 1,450,206</u>	<u>900,982</u>	<u>-</u>	<u>2,351,188</u>
Transportation Development District Fund				
Assets:				
Cash and cash equivalents	\$ 42,833	31,860	-	74,693
Sales tax receivable	63,767	8,869	-	72,636
Total Assets	<u>\$ 106,600</u>	<u>40,729</u>	<u>-</u>	<u>147,329</u>
Liabilities - due to others	<u>\$ 106,600</u>	<u>40,729</u>	<u>-</u>	<u>147,329</u>
Court Bond Fund				
Assets - cash and cash equivalents	<u>\$ 80,857</u>	<u>24,389</u>	<u>-</u>	<u>105,246</u>
Liabilities - court bonds payable	<u>\$ 80,857</u>	<u>24,389</u>	<u>-</u>	<u>105,246</u>
All Agency Funds				
Assets:				
Cash and cash equivalents	\$ 981,613	554,416	-	1,536,029
Investments	592,283	995,098	592,283	995,098
Sales tax receivable	63,767	8,869	-	72,636
Total Assets	<u>\$ 1,637,663</u>	<u>1,558,383</u>	<u>592,283</u>	<u>2,603,763</u>
Liabilities:				
Due to escrowees	\$ 1,341,522	898,217	-	2,239,739
Due to other funds	108,684	2,765	-	111,449
Due to others	106,600	40,729	-	147,329
Court bonds payable	80,857	24,389	-	105,246
Total Liabilities	<u>\$ 1,637,663</u>	<u>966,100</u>	<u>-</u>	<u>2,603,763</u>



SECTION III

STATISTICAL SECTION

CITY OF CREVE COEUR, MISSOURI

STATISTICAL SECTION OVERVIEW

This part of the City's comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplemental information says about the City's overall financial health.

Contents	Pages
Financial Trends These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.	73 - 77
Revenue Capacity These schedules contain information to help the reader assess the City's most significant local revenue source, the property tax.	78 - 84
Debt Capacity These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future.	85 - 87
Demographic and Economic Information These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place and to help make comparisons over time and with other governments.	88 - 91
Operating Information These schedules contain service and infrastructure data to help the reader understand how the information in the City's financial report relates to the services the City provides and the activities it performs.	92 - 93

Sources: Unless otherwise noted, the information in these schedules is derived from the comprehensive annual financial reports for the relevant year.

CITY OF CREVE COEUR, MISSOURI

NET POSITION BY COMPONENT

LAST TEN FISCAL YEARS

	June 30									
	2013	2012	2011	2010	2009	2008	2007	2006	2005	2004
Governmental Activities										
Net investment in capital assets	\$ 46,543,616	46,485,745	45,739,321	46,336,679	45,979,748	44,435,119	45,521,145	45,968,855	45,997,699	44,696,479
Restricted for:										
Capital projects	1,452,541	1,745,349	2,348,619	1,891,955	2,474,755	3,875,007	1,435,210	1,078,487	697,140	511,801
Debt service	815,870	829,820	843,334	857,151	1,117,339	1,123,091	1,123,021	1,123,017	1,123,651	1,102,724
Economic development	-	-	28,642	29,999	517,699	856,669	38,508	26,219	80,012	25,001
Sewer lateral	269,110	281,155	316,596	304,830	277,133	248,479	216,176	173,753	131,939	105,881
Unrestricted	17,383,497	15,940,900	14,615,928	14,462,926	13,144,650	12,214,774	10,778,178	10,001,765	9,515,765	9,734,856
Total Governmental Activities	<u>\$ 66,464,634</u>	<u>65,282,969</u>	<u>63,892,440</u>	<u>63,883,540</u>	<u>63,511,324</u>	<u>62,753,139</u>	<u>59,112,238</u>	<u>58,372,096</u>	<u>57,546,206</u>	<u>56,176,742</u>
Business-type Activities										
Net investment in capital assets	\$ 3,586,842	3,869,783	4,082,412	4,292,559	4,132,914	4,309,422	4,423,750	4,627,876	4,821,451	4,616,823
Unrestricted	(1,343,514)	(1,390,224)	(1,480,808)	(1,561,464)	(1,655,164)	(1,794,699)	(1,827,268)	(1,930,398)	(1,947,247)	(1,572,308)
Total Business-type Activities	<u>\$ 2,243,328</u>	<u>2,479,559</u>	<u>2,601,604</u>	<u>2,731,095</u>	<u>2,477,750</u>	<u>2,514,723</u>	<u>2,596,482</u>	<u>2,697,478</u>	<u>2,874,204</u>	<u>3,044,515</u>
Primary Government										
Net investment in capital assets	\$ 50,130,458	50,355,528	49,821,733	50,629,238	50,112,662	48,744,541	49,944,895	50,596,731	50,819,150	49,313,302
Restricted	2,537,521	2,856,324	3,537,191	3,083,935	4,386,926	6,103,246	2,812,915	2,401,476	2,032,742	1,745,407
Unrestricted	16,039,983	14,550,676	13,135,120	12,901,462	11,489,486	10,420,075	8,950,910	8,071,367	7,568,518	8,162,548
Total Primary Government	<u>\$ 68,707,962</u>	<u>67,762,528</u>	<u>66,494,044</u>	<u>66,614,635</u>	<u>65,989,074</u>	<u>65,267,862</u>	<u>61,708,720</u>	<u>61,069,574</u>	<u>60,420,410</u>	<u>59,221,257</u>

Source: Basic financial statements

2012 amount was restated for implementation of GASB 63 and 65.

CITY OF CREVE COEUR, MISSOURI
CHANGE IN NET POSITION
LAST TEN FISCAL YEARS

	For The Years Ended June 30									
	2013	2012	2011	2010	2009	2008	2007	2006	2005	2004
EXPENSES										
Governmental Activities										
General government	\$ 3,499,759	3,549,249	3,302,799	3,313,133	3,337,554	2,887,126	2,520,437	2,375,859	2,328,328	2,321,011
Public safety	6,301,073	6,508,186	6,480,234	6,330,140	6,158,179	5,941,435	5,620,122	5,092,512	5,104,069	5,107,675
Public works	6,653,270	6,382,087	6,438,609	6,207,448	6,460,883	6,075,740	5,817,302	5,757,621	4,938,608	5,033,367
Community development	1,084,653	1,052,483	971,173	975,709	1,036,649	967,200	843,327	839,019	841,531	770,324
Economic development	-	28,642	1,357	348,754	1,271,263	144,382	411,874	384,264	245,448	263,682
Interest on long-term debt	212,633	249,421	276,444	305,443	337,031	354,706	365,924	377,377	423,346	458,217
Total Governmental Activities Expenses	17,751,388	17,770,068	17,470,616	17,480,627	18,601,559	16,370,589	15,578,986	14,826,652	13,881,330	13,954,276
Business-type Activities										
Recreation center	1,220,074	1,161,492	1,203,726	1,218,633	1,174,500	1,254,772	1,280,035	1,327,714	1,298,209	1,130,871
Total Primary Government Expenses	18,971,462	18,931,560	18,674,342	18,699,260	19,776,059	17,625,361	16,859,021	16,154,366	15,179,539	15,085,147
PROGRAM REVENUES										
Governmental Activities										
Charges for services:										
General government	228,375	242,461	228,749	303,795	222,029	204,754	204,953	213,449	189,041	174,042
Public safety	1,909,495	2,056,877	1,948,490	1,815,272	2,428,807	2,256,103	1,196,801	950,718	1,121,181	1,033,508
Public works	668,547	643,552	411,344	430,567	695,210	823,729	649,860	784,394	956,574	573,810
Community development	4,290	6,468	5,409	3,427	9,647	20,712	15,716	29,832	39,077	31,819
Operating grants and contributions	1,684,292	1,697,710	1,747,480	1,731,486	1,780,974	1,964,875	1,828,585	1,523,534	1,539,251	1,567,406
Capital grants and contributions	555,484	754,762	-	741,426	772,607	125,917	5,892	348,877	1,336,741	156,141
Total Governmental Activities Program Revenues	5,050,483	5,401,830	4,341,472	5,025,973	5,909,274	5,396,090	3,901,807	3,850,804	5,181,865	3,536,726
Business-type Activities										
Charges for services:										
Recreation center	953,409	1,014,246	938,998	988,568	1,017,068	1,079,957	1,036,000	1,059,352	1,059,962	789,991
Capital grants and contributions	-	-	-	-	-	-	-	-	4,028	-
Total Business-type Activities Program Revenues	953,409	1,014,246	938,998	988,568	1,017,068	1,079,957	1,036,000	1,059,352	1,063,990	789,991
Total Primary Government Program Revenues	6,003,892	6,416,076	5,280,470	6,014,541	6,926,342	6,476,047	4,937,807	4,910,156	6,245,855	4,326,717
NET REVENUE (EXPENSES)										
Governmental activities	(12,700,905)	(12,368,238)	(13,129,144)	(12,454,654)	(12,692,285)	(10,974,499)	(11,677,179)	(10,975,848)	(8,699,465)	(10,417,550)
Business-type activities	(266,665)	(147,246)	(264,728)	(230,065)	(157,432)	(174,815)	(244,035)	(268,362)	(234,219)	(340,880)
Total Primary Government, Net Expenses	(12,967,570)	(12,515,484)	(13,393,872)	(12,684,719)	(12,849,717)	(11,149,314)	(11,921,214)	(11,244,210)	(8,933,684)	(10,758,430)

(Continued)

CITY OF CREVE COEUR, MISSOURI
CHANGE IN NET POSITION (Continued)
LAST TEN FISCAL YEARS

	For The Years Ended June 30									
	2013	2012	2011	2010	2009	2008	2007	2006	2005	2004
GENERAL REVENUES AND OTHER										
CHANGES IN NET POSITION										
Governmental activities:										
Property tax	549,157	632,358	681,159	648,502	1,529,001	1,505,450	994,343	876,394	703,189	661,419
Sales tax	6,601,450	6,475,114	5,665,753	5,266,229	5,355,038	5,714,678	5,938,204	5,632,875	5,606,868	5,384,170
Utility tax	5,822,439	5,718,965	5,829,959	6,212,734	5,265,596	6,130,232	4,145,945	4,008,037	2,996,268	2,508,547
Other tax	48,726	47,302	47,375	47,740	52,959	53,743	55,260	60,326	59,650	62,109
Gain on sale of capital assets	17,595	7,284	27,821	90,211	19,380	61,338	-	134,695	-	-
Investment income	189,012	141,139	204,816	295,507	610,169	509,712	559,294	363,646	185,692	108,948
Miscellaneous	684,191	828,170	816,161	748,888	738,327	729,247	864,275	813,731	668,142	482,943
Transfers	(30,000)	(25,000)	(135,000)	(482,941)	(120,000)	(89,000)	(140,000)	(87,966)	(62,558)	(2,636,346)
Total Governmental Activities General Revenues And Other Changes In Net Position	13,882,570	13,825,332	13,138,044	12,826,870	13,450,470	14,615,400	12,417,321	11,801,738	10,157,251	6,571,790
Business-type activities:										
Investment income	434	201	237	469	459	4,056	3,039	3,670	1,350	340
Transfers	30,000	25,000	135,000	482,941	120,000	89,000	140,000	87,966	62,558	2,636,346
Total Business-type Activities General Revenues And Other Changes In Net Position	30,434	25,201	135,237	483,410	120,459	93,056	143,039	91,636	63,908	2,636,686
Total Primary Government General Revenues And Other Changes In Net Position	13,913,004	13,850,533	13,273,281	13,310,280	13,570,929	14,708,456	12,560,360	11,893,374	10,221,159	9,208,476
CHANGE IN NET POSITION										
Governmental activities	1,181,665	1,457,094	8,900	372,216	758,185	3,640,901	740,142	825,890	1,457,786	(3,845,760)
Business-type activities	(236,231)	(122,045)	(129,491)	253,345	(36,973)	(81,759)	(100,996)	(176,726)	(170,311)	2,295,806
Total Primary Government	\$ 945,434	1,335,049	(120,591)	625,561	721,212	3,559,142	639,146	649,164	1,287,475	(1,549,954)

Source: Basic financial statements

CITY OF CREVE COEUR, MISSOURI
FUND BALANCES OF GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS

	June 30									
	2013	2012	2011	2010	2009	2008	2007	2006	2005	2004
General Fund										
Nonspendable	\$ 2,675,889	2,698,327	1,530,392	-	-	-	-	-	-	-
Committed	-	-	200,000	-	-	-	-	-	-	-
Assigned	34,224	30,294	53,346	-	-	-	-	-	-	-
Unassigned	14,714,129	13,284,533	12,900,335	-	-	-	-	-	-	-
Reserved	-	-	-	1,702,906	2,123,171	2,215,215	2,291,337	2,310,705	2,306,411	2,406,777
Unreserved	-	-	-	12,875,216	11,305,371	10,388,678	9,118,535	8,230,064	7,664,284	7,816,617
Total General Fund	<u>\$17,424,242</u>	<u>16,013,154</u>	<u>14,684,073</u>	<u>14,578,122</u>	<u>13,428,542</u>	<u>12,603,893</u>	<u>11,409,872</u>	<u>10,540,769</u>	<u>9,970,695</u>	<u>10,223,394</u>
All Other Governmental Funds										
Restricted	\$ 1,084,980	1,110,975	1,188,572	-	-	-	-	-	-	-
Committed	1,452,541	1,745,349	2,348,619	-	-	-	-	-	-	-
Reserved	-	-	-	1,209,177	1,472,769	1,371,453	1,510,389	1,223,663	1,110,210	1,171,385
Unreserved, reported in:										
Special Revenue Funds	-	-	-	334,829	794,832	1,105,148	254,684	199,972	211,951	130,882
Capital Projects Funds	-	-	-	1,539,929	1,868,325	3,375,645	796,842	726,841	459,581	192,140
Total All Other Govern- mental Funds	<u>\$ 2,537,521</u>	<u>2,856,324</u>	<u>3,537,191</u>	<u>3,083,935</u>	<u>4,135,926</u>	<u>5,852,246</u>	<u>2,561,915</u>	<u>2,150,476</u>	<u>1,781,742</u>	<u>1,494,407</u>

Source: Basic financial statements

Note: The City implemented GASB 54 in fiscal year 2011.

CITY OF CREVE COEUR, MISSOURI
CHANGES IN FUND BALANCES, GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS

	For The Years Ended June 30									
	2013	2012	2011	2010	2009	2008	2007	2006	2005	2004
REVENUES										
General property and sales taxes	\$ 7,154,658	7,099,980	6,352,146	5,920,195	6,880,453	7,223,080	6,933,783	6,506,905	6,290,999	6,047,517
Public utility licenses	5,871,668	5,829,469	5,862,030	6,259,404	5,300,177	6,132,783	4,145,945	4,008,037	2,996,268	2,488,047
Other taxes	86,320	86,176	136,493	135,311	160,277	160,721	161,275	153,791	156,369	174,401
Licenses and permits	870,856	880,358	623,841	732,717	869,059	970,739	780,324	883,299	925,833	612,348
Municipal facilities	78,991	81,247	79,696	85,329	72,481	80,696	76,070	75,203	92,652	75,566
Intergovernmental	2,288,502	2,499,774	1,794,855	2,524,674	2,614,217	2,159,622	1,896,556	1,854,967	2,963,788	1,746,051
Fines, forfeitures, and charges for services	1,881,137	1,916,303	1,859,471	1,901,596	2,306,556	1,949,597	1,190,669	924,072	1,053,925	994,647
Investment income	189,012	141,139	204,816	295,507	610,169	509,712	559,294	363,646	185,692	108,948
Miscellaneous	540,110	625,323	645,001	562,990	571,185	610,295	760,988	762,779	809,473	489,015
Total Revenues	18,961,254	19,159,769	17,558,349	18,417,723	19,384,574	19,797,245	16,504,904	15,532,699	15,474,999	12,736,540
EXPENDITURES										
General government	3,331,747	3,240,401	3,062,389	3,136,463	3,050,410	2,683,930	2,278,877	2,218,332	2,154,845	2,150,891
Public safety	6,103,441	6,294,000	6,343,603	6,040,024	5,889,577	5,625,185	5,402,422	5,003,472	4,951,110	4,909,137
Public works	3,739,868	3,845,244	3,758,289	3,743,773	3,969,343	3,898,143	3,756,715	3,342,494	2,962,076	3,079,968
Community development	1,079,326	1,059,845	1,033,409	981,707	1,036,671	966,755	844,319	820,415	845,133	760,759
Economic development	-	28,642	1,357	348,754	1,271,263	144,382	411,874	384,264	245,448	263,682
Capital outlay	2,608,613	3,088,422	1,726,152	2,806,429	3,597,688	1,382,485	1,159,894	2,661,355	3,570,955	4,255,688
Debt service:										
Principal	810,000	785,000	755,000	990,000	1,080,000	315,000	940,000	-	349,602	279,602
Interest	183,569	211,044	237,543	261,741	287,650	299,463	311,563	323,420	428,148	445,239
Bond issue costs	-	-	-	-	-	-	-	-	135,386	-
Total Expenditures	17,856,564	18,552,598	16,917,742	18,308,891	20,182,602	15,315,343	15,105,664	14,753,752	15,642,703	16,144,966
REVENUES OVER (UNDER) EXPENDITURES	1,104,690	607,171	640,607	108,832	(798,028)	4,481,902	1,399,240	778,947	(167,704)	(3,408,426)
OTHER FINANCING SOURCES (USES)										
Transfers in	400,000	400,000	750,000	584,831	425,000	400,000	225,000	540,000	586,100	600,000
Transfers out	(430,000)	(425,000)	(885,000)	(679,831)	(545,000)	(489,000)	(365,000)	(627,966)	(648,658)	(200,000)
Sale of capital assets	17,595	66,043	53,600	83,757	26,357	63,110	21,302	247,827	-	-
Issuance of capital lease	-	-	-	-	-	28,340	-	-	70,489	-
Issuance of bonds	-	-	-	-	-	-	-	-	7,235,000	-
Bond premium	-	-	-	-	-	-	-	-	60,192	-
Payment to escrow agent	-	-	-	-	-	-	-	-	(7,100,783)	-
Total Other Financing Sources (Uses)	(12,405)	41,043	(81,400)	(11,243)	(93,643)	2,450	(118,698)	159,861	202,340	400,000
NET CHANGES IN FUND BALANCES	\$ 1,092,285	648,214	559,207	97,589	(891,671)	4,484,352	1,280,542	938,808	34,636	(3,008,426)
Debt service as a percentage of noncapital expenditures	6.3 %	6.3	6.4	7.8	8.0	4.3	8.9	2.6	7.3	6.0
Fines and forfeitures as a percentage of general revenues (1)	13.7 %	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Source: Basic financial statements

(1) Beginning in 2013 Missouri House Bill (HB) 103 requires cities to report the percentage of fines and forfeitures for traffic violations to the annual general operating revenue.

CITY OF CREVE COEUR, MISSOURI
PROGRAM REVENUES BY FUNCTIONS/PROGRAMS
LAST TEN FISCAL YEARS

FUNCTIONS/PROGRAMS	For The Years Ended June 30									
	2013	2012	2011	2010	2009	2008	2007	2006	2005	2004
Governmental Activities										
General government	\$ 235,215	264,646	246,594	303,795	222,029	204,754	204,953	213,449	189,041	174,042
Public safety	1,989,910	2,166,650	2,050,683	1,928,916	2,538,678	2,330,602	1,196,801	950,718	1,175,422	1,110,743
Public works	2,821,068	2,964,066	2,038,786	2,789,835	3,138,920	2,840,022	2,484,337	2,656,805	3,778,325	2,220,122
Community development	4,290	6,468	5,409	3,427	9,647	20,712	15,716	29,832	39,077	31,819
Total Governmental Activities	5,050,483	5,401,830	4,341,472	5,025,973	5,909,274	5,396,090	3,901,807	3,850,804	5,181,865	3,536,726
Business-type Activities										
Recreation center	953,409	1,014,246	938,998	988,568	1,017,068	1,079,957	1,036,000	1,059,352	1,063,990	789,991
Total Primary Government	<u>\$ 6,003,892</u>	<u>6,416,076</u>	<u>5,280,470</u>	<u>6,014,541</u>	<u>6,926,342</u>	<u>6,476,047</u>	<u>4,937,807</u>	<u>4,910,156</u>	<u>6,245,855</u>	<u>4,326,717</u>

Source: Basic financial statements

CITY OF CREVE COEUR, MISSOURI
TAX REVENUE BY SOURCE, GOVERNMENTAL FUNDS
LAST NINE FISCAL YEARS

Fiscal Year	Property	Sales And Use	Franchise And Public Service	Sewer Lateral	Total
2013	\$ 553,208	\$ 6,601,450	\$ 5,871,668	\$ 86,320	13,112,646
2012	624,866	6,475,114	5,829,469	86,176	13,015,625
2011	686,393	5,665,753	5,862,030	136,493	12,350,669
2010	653,966	5,266,229	6,259,404	135,311	12,314,910
2009	1,525,415	5,355,038	5,300,177	160,277	12,340,907
2008	1,508,402	5,714,678	6,132,783	160,721	13,516,584
2007	994,343	5,939,440	4,145,945	161,275	11,241,003
2006	872,172	5,634,733	4,008,037	153,791	10,668,733
2005	681,330	5,609,669	2,996,268	156,369	9,443,636

Source: Governmental revenues and supplemental information

CITY OF CREVE COEUR, MISSOURI
ASSESSED AND ESTIMATED ACTUAL VALUE OF TAXABLE PROPERTY
LAST TEN FISCAL YEARS

Fiscal Year	Calendar Year	Real Property	Personal Property	Railroads And Utilities	Total Assessed Value	Total Direct Tax Rate *	Estimated Actual Value	Assessed Value As A Percentage Of Actual Value
2013	2012	\$ 787,933,000	\$ 125,405,530	\$ 8,522,313	\$ 921,860,843	0.070	\$ 3,815,929,320	24.2 %
2012	2011	789,377,830	118,568,180	8,651,648	916,597,658	0.084	3,799,263,960	24.1
2011	2010	815,184,540	131,034,600	8,380,539	954,599,679	0.086	3,959,734,130	24.1
2010	2009	816,204,740	139,612,080	8,489,480	964,306,300	0.080	3,986,706,707	24.2
2009	2008	866,688,010	152,722,290	7,937,228	1,027,347,528	0.075	4,258,496,506	24.1
2008	2007	856,408,220	136,143,810	8,141,374	1,000,693,404	0.075	4,155,643,458	24.1
2007	2006	683,094,790	134,605,920	7,903,300	825,604,010	0.090	3,418,169,349	24.2
2006	2005	672,488,920	133,142,080	6,542,311	812,173,311	0.093	3,362,410,977	24.2
2005	2004	622,621,450	135,043,060	6,285,376	763,949,886	0.070	3,126,053,871	24.4
2004	2003	611,094,620	139,556,944	6,513,020	757,164,584	0.070	3,097,476,768	24.4

Source: St. Louis County Assessor

*Commencing in 2003, Missouri State Law required the City to calculate a separate tax rate for residential real estate, agricultural real estate, commercial real estate, and personal property. The tax rate stated above for each year after 2003 reflects a re-blended rate for the various types of taxable property.

CITY OF CREVE COEUR, MISSOURI
PROPERTY TAX RATES - DIRECT AND ALL OVERLAPPING GOVERNMENTS
LAST TEN FISCAL YEARS

	For The Years Ended June 30									
	2013	2012	2011	2010	2009	2008	2007	2006	2005	2004
City of Creve Coeur*	0.0700	0.0840	0.0860	0.0800	0.0750	0.0750	0.0900	0.0930	0.0700	0.0700
Overlapping governments:										
State of Missouri	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300
County general	0.2000	0.2000	0.2000	0.1900	0.1900	0.1900	0.1900	0.1900	0.1900	0.1900
County health/hospital	0.1400	0.1400	0.1400	0.1500	0.1500	0.1500	0.1650	0.1650	0.1650	0.1650
County park maintenance	0.0500	0.0500	0.0500	0.0500	0.0500	0.0500	0.0350	0.0350	0.0350	0.0350
County bond retirement	0.0280	0.0280	0.0280	0.0280	0.0630	0.0630	0.0630	0.0630	0.0850	0.0850
County road and bridge	0.1050	0.1050	0.1050	0.1050	0.1050	0.1050	0.1050	0.1050	0.1050	0.1050
St. Louis Community College	0.2200	0.2200	0.2179	0.2136	0.2013	0.2003	0.2233	0.2231	0.2368	0.2368
Special School District	1.0123	1.0125	0.9950	0.9384	0.9184	0.9084	0.8235	0.8399	0.9051	0.9051
Metro Zoo Park and Museum	0.2684	0.2671	0.2546	0.2493	0.2344	0.2330	0.2611	0.2654	0.2756	0.2756
Sheltered workshop	0.0840	0.0840	0.0790	0.0740	0.0690	0.0700	0.0820	0.0820	0.0850	0.0850
St. Louis County Library	0.1730	0.1630	0.1565	0.1400	0.1400	0.1400	0.1500	0.1500	0.1500	0.1500
Parkway School District	3.9361	3.6761	3.5672	3.4100	3.2300	3.2300	3.4270	3.4534	3.6102	3.6102
Ladue School District	3.3600	3.1000	3.1000	2.9800	2.9800	2.9800	2.9800	2.9800	3.2000	3.2000
Pattonville School District	4.5213	4.4245	4.0766	3.6706	3.4334	3.4283	3.7866	3.8354	4.2122	4.2122
Metro Sewer District	0.0635	0.0818	0.0818	0.0790	- #	0.0667	0.0687	0.0686	0.0690	0.0690
Metro Sewer District Extension	0.0186	0.0185	0.0185	0.0180	- #	0.0167	0.0187	0.0186	0.0190	0.0190
Creve Coeur-Frontenac Sewer	-	-	-	0.0700	- #	0.0500	0.0500	0.0500	0.0500	0.0500
University City Storm Water	0.0850	0.0850	0.0850	0.0800	- #	0.0700	0.0700	0.0700	0.0700	0.0700
Deer Creek Sewer District	0.0840	0.0840	0.0840	0.0810	- #	0.0600	0.0600	0.0600	0.0600	0.0600
West Overland Fire Protection District	2.0170	1.8350	1.6750	1.6690	1.4560	1.4520	1.7970	1.1380	1.4600	1.4600
Creve Coeur Fire Protection District	0.8960	0.8930	0.8850	0.8810	0.8080	0.8130	0.9430	0.9670	0.9740	0.9740

Source: St. Louis County Assessor (rates stated per \$100 assessed valuation)

*Rate for residential property.

#All Metropolitan St. Louis Sewer District (MSD) district-wide and sub-district taxes were reduced to zero for 2008. This was due to the implementation of a new impervious area storm water rate which was overturned by a court action.

CITY OF CREVE COEUR, MISSOURI
PRINCIPAL TAXPAYERS
CURRENT YEAR AND TEN YEARS AGO

Taxpayer	2012			2002		
	Taxable Assessed Valuation	Rank	Percentage Of Total City Taxable Assessed Value	Taxable Assessed Valuation	Rank	Percentage Of Total City Taxable Assessed Value
Monsanto	\$ 54,372,840	1	5.87 %	\$ 38,122,010	1	5.21 %
Cornerstone Opportunity Ventures, LLC	31,043,900	2	3.35	16,733,090	3	2.29
I & G Direct Real Estate 18, LP	18,783,100	3	2.03	-	-	-
Thomson Reuters Property Tax Services	14,576,130	4	1.57	-	-	-
Joe H. Scott Sr./Scott Properties	12,032,280	5	1.30	-	-	-
Camden Westchase	11,086,420	6	1.20	-	-	-
Asbury Automotive St. Louis, LLC	10,415,050	7	1.12	-	-	-
St. Josephs Convent of Mercy	8,132,160	8	0.88	-	-	-
Cornerston VI LLC	7,698,370	9	0.83	-	-	-
Ameren	6,849,831	10	0.74	5,332,730	6	0.73
Missouri American Water (formerly St. Louis County Water Co.)	-	-	-	4,945,640	7	0.68
Creve Coeur Development LLC	-	-	-	19,904,000	2	2.72
TIC Corporate Square LLC	-	-	-	8,579,110	4	1.17
Duke Realty Ltd. Partnership	-	-	-	6,075,230	5	0.83
Bit Holdings, Inc.	-	-	-	4,393,440	8	0.60
Gateway Taft, Inc.	-	-	-	4,373,380	9	0.60
Caplaco Nine & Eleven Company	-	-	-	3,852,840	10	0.53
Total	<u>\$ 174,990,081</u>		<u>18.89 %</u>	<u>\$ 112,311,470</u>		<u>15.36 %</u>

Source: St. Louis County Assessor

CITY OF CREVE COEUR, MISSOURI
PROPERTY TAX LEVIES AND COLLECTIONS
LAST TEN FISCAL YEARS

Fiscal Year	Tax Levy Year	Net Tax Levy (1)	Current Tax Collections	Percent Collected As Current	Delinquent Tax Collections (Settlements)	Total Tax Collections (2)	Total Collections As Percent Of Levy	Outstanding Delinquent Taxes	Outstanding Delinquent Taxes As Percent Of Levy
2013	2012	\$ 572,217	\$ 566,605	99.0 %	\$ (5,255)	\$ 561,350	98.1 %	\$ 19,119	3.34 %
2012	2011	646,707	637,661	98.6	(4,319)	633,342	97.9	23,170	3.58
2011	2010	696,022	691,514	99.4	2,593	694,107	99.7	17,281	2.48
2010	2009	622,061	616,124	99.0	(659)	615,465	98.9	20,911	3.36
2009	2008	627,266	615,715	98.2	6,101	621,816	99.1	26,376	4.20
2008	2007	620,789	612,675	98.7	4,995	617,670	99.5	22,789	3.67
2007	2006	630,949	627,022	99.4	6,393	633,415	100.4	18,462	2.93
2006	2005	629,999	623,183	98.9	(15,451)	607,732	96.5	19,699	3.13
2005	2004	437,533	411,960	94.2	25,740	437,700	100.0	16,012	3.66
2004	2003	429,656	380,405	88.5	41,069	421,474	98.1	23,027	5.36

Source: St. Louis County Collector's office

(1) St. Louis County Board of Equalization after adjustments.

(2) Data for delinquent tax collection, excluding penalties and interest, is not available by levy year. St. Louis County will need more time to make system updates to track this information.

CITY OF CREVE COEUR, MISSOURI
SALES TAX RATES, DIRECT AND OVERLAPPING
LAST TEN FISCAL YEARS

<u>For The Years Ended June 30</u>	<u>City Direct Rate</u>	<u>St. Louis County</u>	<u>State Of Missouri</u>	<u>Direct And Overlapping</u>	<u>Taxable Sales (1)</u>
2013	0.750 %	2.700 %	4.225 %	7.675 %	\$ 465,241,962
2012	0.750	2.950	4.225	7.675	471,598,063
2011	0.750	2.700	4.225	7.675	452,599,841
2010	0.500	2.200	4.225	6.925	440,227,975
2009	0.500	2.100	4.225	6.825	465,173,037
2008	0.500	1.850	4.225	6.575	503,575,442
2007	0.500	1.850	4.225	6.575	528,785,245
2006	0.500	1.850	4.225	6.575	505,831,847
2005	0.500	1.850	4.225	6.575	473,923,788
2004	0.500	1.850	4.225	6.575	447,602,031

(1) Taxable sales reported by the Missouri Department of Revenue. State law prohibits the disclosure of specific taxpayer information.

Note: The City participates in the county-wide sales tax sharing pool, which is generally distributed based on population.

Note: The City's direct rate is made up of the following:

0.500% Capital improvements sales tax

0.250% Local option sales tax effective January 2011

CITY OF CREVE COEUR, MISSOURI

RATIOS OF OUTSTANDING DEBT BY TYPE

LAST TEN FISCAL YEARS

Fiscal Year	Governmental Activities				Total Primary Government	Percentage Of Personal Income (2)	Per Capita
	Note Payable	Capital Lease Obligations	Special Obligation Bonds (1)	Certificates Of Participation			
2013	\$ -	\$ -	\$ 4,010,000	\$ -	\$ 4,010,000	0.36 %	\$ 225
2012	-	-	4,820,000	-	4,820,000	0.45	270
2011	-	6,032	5,605,000	-	5,611,032	0.54	315
2010	-	11,675	6,360,000	-	6,371,675	0.81	386
2009	-	16,954	7,350,000	-	7,366,954	0.93	446
2008	-	21,892	8,430,000	-	8,451,892	1.07	512
2007	-	12,896	8,745,000	-	8,757,896	1.11	531
2006	-	60,070	9,685,000	-	9,745,070	1.23	591
2005	-	104,740	9,685,000	-	9,789,740	1.24	593
2004	4,603	76,553	2,510,000	6,880,000	9,471,156	1.20	574

Source: Details regarding the City's outstanding debt can be found in the notes to financial statements.

(1) Excludes unamortized bond premium

(2) See Demographics and Economic Statistics Table

CITY OF CREVE COEUR, MISSOURI
DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITIES DEBT
JUNE 30, 2013

<u>Name Of Governmental Unit</u>	<u>Debt Outstanding</u>	<u>Estimated Percentage Applicable</u>	<u>Estimated Share Of Overlapping Debt</u>
St. Louis County	\$ 63,340,000	4.14 %	\$ 2,622,276
Parkway School District	147,033,678	13.93	20,481,791
Ladue School District	75,259,976	18.73	14,096,194
Pattonville School District	70,165,000	3.68	2,582,072
Subtotal	355,798,654		39,782,333
City of Creve Coeur (1)	4,010,000	100.00	4,010,000
Total Direct And Overlapping Debt	<u>\$ 359,808,654</u>		<u>\$ 43,792,333</u>

Source: Information was obtained by contacting the taxing jurisdiction and the St. Louis County Collector's office. The percentage applicable to the City is based on the jurisdiction's assessed value within the boundaries of the City.

(1) Excludes unamortized bond premium

CITY OF CREVE COEUR, MISSOURI

LEGAL DEBT MARGIN INFORMATION

LAST TEN FISCAL YEARS

	For The Years Ended June 30									
	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>	<u>2008</u>	<u>2007</u>	<u>2006</u>	<u>2005</u>	<u>2004</u>
Debt limit	\$ 92,186,084	91,659,766	95,459,968	96,430,630	102,734,753	100,069,340	82,560,401	81,217,331	76,394,989	75,716,458
Net debt applicable to limit	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Legal Debt Margin	<u>\$ 92,186,084</u>	<u>91,659,766</u>	<u>95,459,968</u>	<u>96,430,630</u>	<u>102,734,753</u>	<u>100,069,340</u>	<u>82,560,401</u>	<u>81,217,331</u>	<u>76,394,989</u>	<u>75,716,458</u>
Total Net Debt Applicable To The Limit As A Percentage Of Debt Limit	- %	-	-	-	-	-	-	-	-	-

Note: Bonded indebtedness is limited by Sections 95.111 and 95.120 of the Missouri Revised Statutes (1986) to 10% of the assessed value of taxable tangible property.

CITY OF CREVE COEUR, MISSOURI
DEMOGRAPHIC AND ECONOMIC STATISTICS
LAST TEN FISCAL YEARS

Fiscal Year	Population (1)	Median Age (1)	Median Household Income (1)	Per Capita Income (1)	Unemployment Rate (2)
2013	17,855	42.4	\$ 98,093	\$ 62,056	7.0
2012	17,833	44.3	94,852	59,496	6.9
2011	17,833	44.3	91,642	58,576	8.9
2010	16,500	43.1	75,032	47,905	9.3
2009	16,500	43.1	75,032	47,905	9.7
2008	16,500	43.1	75,032	47,905	5.4
2007	16,500	43.1	75,032	47,905	5.2
2006	16,500	43.1	75,032	47,905	5.1
2005	16,500	43.1	75,032	47,905	5.6
2004	16,500	43.1	75,032	47,905	6.1

(1) Source: 2000 and 2010 U.S. Bureau of Census

(2) Source: Missouri Department of Economic Development

CITY OF CREVE COEUR, MISSOURI
PROPERTY VALUE AND CONSTRUCTION
LAST TEN FISCAL YEARS

Fiscal Year	Calendar Year	Total Estimated Actual Value (1)	New Construction (2)				Alterations And Additions		Building
			Commercial		Residential		Number Of Permits	Estimated Cost Of Construction	Demolitions Number Of Permits
			Number Of Permits	Estimated Cost Of Construction	Number Of Permits	Estimated Cost Of Construction			
2013	2012	\$ 3,815,929,320	3	\$ 13,277,456	9	\$ 6,925,444	930	\$ 57,907,117	11
2012	2011	3,799,263,960	1	130,000	7	3,758,881	750	45,549,635	13
2011	2010	3,959,734,130	7	38,597,941	10	4,227,269	724	35,604,238	15
2010	2009	3,986,706,707	6	12,107,508	5	2,441,000	566	35,345,655	12
2009	2008	4,258,496,506	7	100,799,623	23	15,416,103	715	67,193,355	31
2008	2007	4,155,643,458	7	6,762,460	26	16,441,477	796	77,541,012	34
2007	2006	3,418,169,349	9	45,521,516	41	24,371,168	821	55,765,281	34
2006	2005	3,362,410,977	13	39,347,832	44	22,774,322	807	76,745,705	35
2005	2004	3,126,053,871	20	95,091,079	29	15,025,718	772	69,950,059	55
2004	2003	3,097,476,768	5	8,492,549	31	13,543,661	597	42,082,404	28

(1) Source: St. Louis County Assessor

(2) Source: The City's Building Department

CITY OF CREVE COEUR, MISSOURI

PRINCIPAL EMPLOYERS

CURRENT YEAR AND NINE YEARS AGO

Employer	2012			2003		
	Employees	Rank	Percent Of Total City Employment	Employees	Rank	Percent Of Total City Employment
Mercy Hospital St. Louis	6,737	1	14.97 %	-	-	- %
Monsanto	3,700	2	8.22	-	-	-
Reuters Information Technology, Inc.	1,000	3	2.22	-	-	-
SSM Healthcare Corporation	450	4	1.00	-	-	-
Plaza Motor Company	400	5	0.89	-	-	-
Pulaski Financial Center	300	6	0.67	-	-	-
Daugherty Systems, Inc.	275	7	0.61	-	-	-
Tubular Steel, Inc.	253	8	0.56	-	-	-
Arch Coal	235	9	0.52	-	-	-
Ceridan Corporation	218	10	0.48	-	-	-
Commerce Bank	200	11	0.44	-	-	-
HBE Corporation	200	12	0.44	-	-	-
Brown, Smith, Wallace	180	13	0.40	-	-	-
Rabo Agrifinance, Inc.	180	14	0.40	-	-	-
Rocktenn	173	15	0.38	-	-	-
St. Louis Series of Lockton Companies LLC	172	16	0.38	-	-	-
Corizon, Inc.	165	17	0.37	-	-	-
Isle of Capri Casinos	160	18	0.36	-	-	-
Knowledge Lake, Inc.	155	19	0.34	-	-	-
Bunzl Distribution	153	20	0.34	-	-	-
Total	<u>15,306</u>		<u>33.99 %</u>	<u>-</u>		<u>- %</u>

Source: The City's Planning Department

Note: No information available for 2003.

CITY OF CREVE COEUR, MISSOURI
FULL-TIME CITY GOVERNMENT EMPLOYEES BY FUNCTIONS/PROGRAMS*
LAST TEN FISCAL YEARS

FUNCTIONS/PROGRAMS	June 30									
	2013	2012	2011	2010	2009	2008	2007	2006	2005	2004
General government:										
Legislative services	1	1	1	1	1	1	1	1	1	1
Administrative services	4	4	4	4	4	4	4	4	4	4
Information services	2	2	2	2	2	1	1	1	1	1
Maintenance of municipal property	1.5	1.8	2.8	2.8	3	3	3	3	3	3
Municipal court	3	3	3	3	3	3	3	3	2	2
Finance	4	4	4	4	4	4	4	4	4	5
Police:										
Officers	49	49	50	48	50	52	51	51	51	51
Civilians**	4	4	11	11	11	11	11	11	11	11
Community services	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.2
Public works:										
Administration	4	4	4	5	5.5	5.5	4.5	4.5	4.5	5.5
Street maintenance	11	11	11	10	11	11	11	11	11	11
Health and welfare	-	-	-	-	-	0.5	0.5	0.5	0.5	1
Parks maintenance	4	4	4	4	4	5	5	5	5	6
Community development	10.5	10.2	10.2	10.2	11	11	11	11	10	11.5
Ice arena	2.2	2.2	2.2	2.2	2.2	3.2	3.2	3.2	2.8	2.4
Golf course	3.2	3.2	4.6	4.2	4.2	5.2	5.2	5.2	5.4	6.2
Total	<u>104</u>	<u>104</u>	<u>114.4</u>	<u>112</u>	<u>116.5</u>	<u>121</u>	<u>119</u>	<u>119</u>	<u>116.8</u>	<u>121.8</u>

Source: The City's Annual Budget Document

*Schedule only includes full-time City personnel positions.

**A joint police and emergency dispatching service began operations during 2011 and the City no longer employs dispatching employees.

CITY OF CREVE COEUR, MISSOURI
OPERATING INDICATORS BY FUNCTIONS/PROGRAMS
LAST TEN FISCAL YEARS

	For The Years Ended June 30									
	2013	2012	2011	2010	2009	2008	2007	2006	2005	2004
FUNCTIONS/PROGRAMS										
Police-Patrol										
Arrests	1,318	1,201	1,279	1,450	1,326	1,221	1,162	970	911	1,002
Traffic citations	9,862	10,475	10,393	11,051	10,880	10,123	9,890	9,685	7,377	8,674
Crime reports	1,071	913	848	1,032	1,167	1,267	1,898	1,783	1,857	1,853
Accident reports	1,383	1,387	1,451	1,356	1,311	1,638	1,548	1,519	1,455	1,515
Warrants	209	153	127	204	171	133	174	156	135	139
Public Works										
Road repair-tons of mix	324	375	596	425	428	408	450	300	350	300
Linear feet of storm pipe cleared	120	120	100	350	323	-	700	1,200	1,100	1,100
Traffic control signs serviced	158	215	337	450	467	412	562	375	350	350
Leaves collected-cubic yards	17,500	15,234	13,021	15,500	15,514	14,139	19,000	16,000	16,000	16,000
Weed violations issued	47	43	55	60	62	15	44	84	84	120
Acres mowed and maintained	1,820	1,820	1,820	1,820	1,820	1,820	1,820	1,820	1,820	1,800
Trees and shrubs planted	300	176	100	438	421	378	337	378	350	320
Planning and Building										
Site development/concept plans	24	14	15	15	15	14	19	28	45	45
Rezoning applications	4	2	-	6	4	1	5	5	3	3
Text amendments	9	7	6	6	10	14	5	5	8	8
Building permits issued	972	847	768	683	594	790	833	864	821	633
Building inspections completed	4,794	3,952	4,577	3,523	5,101	5,623	5,924	6,689	5,675	4,496
Finance and Administration										
Merchant licenses issued	1,023	991	881	911	938	860	853	1,300	1,260	1,220
Payroll checks issued	3,753	3,760	3,852	4,040	4,133	4,300	3,600	3,900	3,925	3,899
Accounts payable processed	4,288	4,578	4,726	4,922	6,044	4,957	5,297	5,200	5,150	5,000
Website page views	412,754	408,172	384,283	NA	NA	310,867	296,064	256,033	165,973	142,002
Requests for public records	110	100	103	144	124	82	78	150	115	80

Source: The City's internal department reports

CITY OF CREVE COEUR, MISSOURI
CAPITAL ASSETS STATISTICS BY FUNCTIONS/PROGRAMS
LAST TEN FISCAL YEARS

FUNCTIONS/PROGRAMS	For The Years Ended June 30									
	2013	2012	2011	2010	2009	2008	2007	2006	2005	2004
Police										
Stations	1	1	1	1	1	1	1	1	1	1
Marked patrol units	15	16	16	16	16	16	12	12	12	12
Sectors	5	5	5	5	5	5	5	5	5	5
Public Works										
Miles of streets	149	149	149	149	149	149	139	139	139	139
Street lights and signals	110	54	54	52	52	47	47	47	47	47
Parks and Recreation										
Number of parks	7	7	7	7	7	7	7	7	7	7
Acres of parks	95	89	89	89	89	89	85	85	85	85
Tennis courts	8	8	8	8	8	8	8	8	8	8
Ice arena	1	1	1	1	1	1	1	1	1	1
Golf course	1	1	1	1	1	1	1	1	1	1

Source: The City's capital assets inventory report

Note: An actual inventory of street lights and signals was taken in 2007 and prior year totals have been restated based on this actual physical inventory.



**MINUTES
CITY OF CREVE COEUR
CITY COUNCIL MEETING
300 N NEW BALLAS ROAD
Monday, January 13, 2014
7:00 PM**

CALL MEETING TO ORDER

A regular meeting of the City Council of the City of Creve Coeur was called to order by Mayor Glantz at the Creve Coeur Government Center, 300 N New Ballas Road on Monday, January 13, 2014 at 7 pm.

PLEDGE OF ALLEGIANCE

Jacob Cichelero of Boy Scout Troop 505 led the Pledge of Allegiance.

INVOCATION

Mayor Glantz gave the invocation.

ROLL CALL

Mayor Glantz

Mr. Kreuter	Council Member Ward I
Ms. Kramer	Council Member Ward I
Mrs. Lawrence	Council Member Ward II
Mr. Wang	Council Member Ward II
Mrs. D'Alfonso	Council Member Ward III
Mr. Hoffman	Council Member Ward III
Mrs. Rhoades	Council Member Ward IV
Mr. Saunders	Council Member Ward IV

COMMENTS FROM THE GENERAL PUBLIC

(Citizens are asked to limit comments to three minutes and to complete a speaker card)

George Cibulka resident of 808 Fernview stated he is opposed to the reduction of the trash contract and officials and staff need to find another way of reducing costs. Mr. Cibulka stated he feels it is a waste of fund to improve City Hall or move facilities. The current building is adequate for city daily functions. Mr. Cibulka also stated he is against the city assisting in the County drug enforcement program.

Kelly Miller resident of 1010 Thorean Court/Spoede Condos stated she is concerned with the future of the Spoede condo and its residents with the proposed developments on Old Olive after allowing a developer to conduct traffic studies.

ACCEPTANCE OF AGENDA

Council Member Wang moved, seconded by Council Member Hoffman to accept the agenda as presented, with the vote on the motion being as follows, to-wit:

Council Member Kreuter – Aye
Council Member Wang – Aye
Council Member D'Alfonso – Aye



CITY OF CREVE COEUR – MINUTES
CITY COUNCIL MEETING
Monday, January 13, 2014
7:00 PM

Council Member Rhoades – Aye
Council Member Saunders – Aye
Council Member Hoffman – Aye
Council Member Lawrence – Aye
Council Member Kramer – Aye

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

ANNOUNCEMENTS

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

6:00 p.m. – 7:00 p.m. – Work Session

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

1. CONSENT AGENDA

Council Member Rhoades moved, seconded by Council Member Saunders to approve the consent agenda as presented.

a. Council Minutes dated December 9, 2013

Mayor Glantz called the question to approve the consent agenda as presented, with the vote upon such motion being as follows, to-wit:

Council Member Rhoades – Aye
Council Member D'Alfonso – Aye
Council Member Wang – Aye
Council Member Kreuter – Aye
Council Member Kramer – Aye
Council Member Lawrence – Aye
Council Member Hoffman – Aye
Council Member Saunders – Aye

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

BILLS PAYABLE REPORT

For Information Only

Summary: A report of bills payable dated December 24, 2013 in the amount of \$300,849.88 has been provided your Council review. No vote is required.

For Information Only

Summary: A report of bills payable dated January 7, 2014 in the amount of \$294,983.61 has been provided for Council review. No vote is required.

UNFINISHED BUSINESS



CITY OF CREVE COEUR – MINUTES
CITY COUNCIL MEETING
Monday, January 13, 2014
7:00 PM

NEW BUSINESS

2. Bill No. 5467 - An Ordinance Authorizing The City Of Creve Coeur To Enter Into A Contract With The St. Louis County Police Department To Provide A Police Officer To The St. Louis County Bureau Of Drug Enforcement. First Reading

City Clerk read Bill No. 5467 for the first time.

Chief Eidman stated there were some issues in 2013 with drug seizures and arrests. This program is a good opportunity and use of an officer to receive training from the County Bureau of Drug Enforcement. This will assist the department in continuing to provide a safe community for residents.

3. Bill No. 5468 - An Ordinance Amending The Adopted 2013-2014 General Fund And Capital Fund Budgets Of The City Of Creve Coeur By Authorizing Additional Appropriations And Unappropriations From Operating Departments. First Reading

City Clerk read Bill No. 5468 for the first time.

Mark Perkins stated there are a few small items that are being amended in the budget as indicated in the staff memo dated January 9, 2014. There are a couple of items to note. The Ladue Road sidewalk project is a carryover from the previous year as the project was not completed until after the end of the 2013 fiscal year and funds were not budgeted for the 2014 fiscal year. Also, it was initially assumed the Bond Reserve Account of \$738,000 would be used to offset the required bond retirement payment. However, the Reserve Fund payment was not used to reduce the debt payment and was received after the payment was due. This increase will be offset by the Bond Reserve funds now being available for use in the Capital Improvement Fund.

Robert Kent resident of 13084 Ferntrails Lane asked about the adjustment to the Public Works account and presumes that is from the new sign program.

Mark Perkins stated yes, essentially replacing all of the stop signs.

Robert Kent asked if the increase in the appropriations for Community Development was overtime for inspectors.

Mark Perkins stated yes.

Robert Kent stated there are independent contractors that are certified by the State to avoid overtime in the future. Mr. Kent stated there was a recent approval of \$30,000 for the Government Center Space Needs Analysis and it is confusing as to why there is a request for an increase.

Mark Perkins stated out of that line item, also included a small repair/renovation project for the plumbing.



CITY OF CREVE COEUR – MINUTES
CITY COUNCIL MEETING
Monday, January 13, 2014
7:00 PM

Robert Kent asked whether the Street Reconstruction Project Management Service is because of the time and within the contract.

Mark Perkins stated no, in regards to Chaselle Lane the city hired a consultant to handle the project management for that particular project. That was not initially envisioned but due to the volume of work that staff had; we couldn't adequately manage that project. That was a cost that staff did not foresee when we entered the budget year.

Robert Kent stated there were 500 tons of materials that a consultant made a miscalculation on and there was a question on who was going to pay for that mistake.

Mark Perkins stated staff is still in discussions with that contractor. Mark Perkins stated in regards to the previous suggestion of using outside contractors for inspections, that would be something to consider if we had a very large number. The amendment only accounts for \$10,000 of overtime for the entire year.

4. Resolution No. 1095 - A Resolution Authorizing The City Of Creve Coeur To Purchase Four 2014 Ford Police Interceptor Utility Awd Vehicles From Lou Fusz Ford.

City Clerk read Resolution No. 1095.

Council Member Wang moved, seconded by Council Member Hoffman to approve Resolution No. 1095.

Chief Eidman stated Ford stopped making the Crown Vics and the city is currently having issues with the Dodges in the fleet. With the recent snow storm our AWD vehicles were a very positive asset to have. The Ford AWD vehicle is showing to require low maintenance and good fuel efficiency.

Mayor Glantz called the question to approve Resolution No. 1095, with the vote upon such motion being as follows, to-wit:

Council Member Kreuter – Aye
Council Member Wang – Aye
Council Member D'Alfonso – Aye
Council Member Rhoades – Aye
Council Member Kramer – Aye
Council Member Lawrence – Aye
Council Member Hoffman – Aye
Council Member Saunders – Aye

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

APPOINTMENTS



CITY OF CREVE COEUR – MINUTES
CITY COUNCIL MEETING
Monday, January 13, 2014
7:00 PM

5. Reappointment of Olive Graeser Transportation Development District Board Members

Council Member D'Alfonso stated she is good with the recommended reappointments and suggested that the Council Members in Ward 1 begin looking for residents to fill the two vacancies on this Board since the TDD is in that Ward.

Council Member Hoffman moved, seconded by Council Member Saunders to approve the reappointment of Bill Biermann for Wolff property; Jeffrey Gershman for Stern property and Les Steinberg for City of Creve Coeur each for a three year term, with the vote upon such motion being as follows, to-wit:

Council Member Saunders – Aye
Council Member Hoffman – Aye
Council Member Lawrence – Aye
Council Member Kramer – Aye
Council Member Kreuter – Aye
Council Member Wang – Aye
Council Member D'Alfonso – Aye
Council Member Rhoades- Aye

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

6. Creation of Nominating Committee for Government Center Task Force

Mayor Glantz stated Council Member Saunders, Mark Perkins and he feel it important to get not only staff's and Council's input but create a committee of residents to provide input for this important project. This committee would bring suggestions forward to council and the Engineering Company that will be conducting the study. Mayor Glantz stated he would like a volunteer from the Council to serve on the committee as well as the third member of the Nominating Committee to appoint members.

Council Member Hoffman volunteered.

Council Member Rhoades asked what the City Administrator envisions as the function of this committee and how long will their task run.

Mark Perkins stated he expects the committee to meet a couple of times once the consultant begins.

Council Member D'Alfonso moved, seconded by Council Member Saunders to appoint Council Member Hoffman as the third member of the Nominating Committee and serve as Council liaison for the Government Center Needs Assessment Task Force, with the vote upon such motion being as follows, to-wit:

Council Member Saunders – Aye
Council Member Hoffman – abstain



CITY OF CREVE COEUR – MINUTES
CITY COUNCIL MEETING
Monday, January 13, 2014
7:00 PM

Council Member Lawrence – Aye
Council Member Kramer – Aye
Council Member Rhoades – Aye
Council Member D'Alfonso – Aye
Council Member Wang – Aye
Council Member Kreuter – Aye

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

BUSINESS FROM THE MAYOR and CITY COUNCIL

7. Review of Mayor's Roundtable with Committee Chairs

Mayor Glantz stated he met with all of the committee chairs on December 11, 2013. At the meeting it was suggested to have a joint meeting with the elected officials at least annually. Mayor Glantz requested that the chairs provide an annual report to the elected officials annually. Chairs requested that Council liaisons attend meetings and report back to Council for a better collaboration on events and projects.

Council Member D'Alfonso stated it would be good for Council to receive and review all of the proposed annual reports before holding a joint meeting.

BUSINESS FROM CITY ADMINISTRATOR

8. Emergency Purchase of Road Salt

Mark Perkins stated staff wanted to let the Council know that although the city has ordered 300 tons of salt to treat the streets this winter, its order has not been shipped upriver yet from New Orleans and staff is becoming increasingly concerned that due to river ice flows, the order is not going to arrive. Staff began contacting salt suppliers last week and was able to secure salt from Gunther Salt Company at a cost of \$82 per ton which is an increase from the \$50 the city pays when purchasing from the Co-op. Funding for this purchase is available in the public works budget.

Council Member Hoffman moved, seconded by Council Member Wang to go into Executive Session to discuss real estate and attorney – client matters at 7:43 p.m., with the vote upon such motion being as follows, to-wit:

Council Member Saunders – Aye
Council Member Hoffman – abstain
Council Member Lawrence – Aye
Council Member Kramer – Aye
Council Member Rhoades – Aye
Council Member D'Alfonso – Aye
Council Member Wang – Aye
Council Member Kreuter – Aye

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



CITY OF CREVE COEUR – MINUTES
CITY COUNCIL MEETING
Monday, January 13, 2014
7:00 PM

Council Member Hoffman moved, seconded by Council Member Wang to adjourn Executive Session at 7:48 p.m., with the vote upon such motion being as follows, to-wit:

Council Member Kreuter – Aye
Council Member Wang – Aye
Council Member D’Alfonso – Aye
Council Member Rhoades – Aye
Council Member Saunders – Aye
Council Member Hoffman – Aye
Council Member Lawrence – Aye
Council Member Kramer – Aye

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

Council Member Saunders moved, seconded by Council Member Wang to adjourn at 7:52 p.m., with the vote upon such motion begin as follows, to-wit:

Council Member Rhoades – Aye
Council Member D’Alfonso – Aye
Council Member Wang – Aye
Council Member Kreuter – Aye
Council Member Kramer – Aye
Council Member Lawrence – Aye
Council Member Hoffman – Aye
Council Member Saunders – Aye

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

Submitted by:

Deborah Ryan
City Clerk

Barry Glantz
Mayor



City of Creve Coeur
300 N. New Ballas Road
Creve Coeur, Missouri 63141
(314) 432-6000
www.creve-coeur.org

DATE: January 22, 2014
TO: Mark Perkins, City Administrator
FROM: Daniel Smith, Director of Finance
SUBJECT: Bills Payable

For your information and transmittal to the City Council, is a list of bills payable dated January 22, 2014 in the amount of \$268,540.02.



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

1/22/2014

NO DEPT - NO DIV

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00640		2221	31-Dec-13	BOB BARKER CO	200 PRISONER INTAKE KITS	01-00-00-2410	107.68
00234	P001798	398523	11-Nov-13	ED ROEHR SAFETY PRODUCTS	TASER TRAINING CARTRIDGES	01-00-00-2411	984.65
00066		227070	02-Jan-14	FROESEL OIL CO.	1443 GAL DIESEL FUEL	01-00-00-1653	4,676.47
00189		136	15-Jan-14	MIRIKITANI & ASSOCIATES	COACHING SESSIONS FOR PD	01-00-00-2411	600.00
00496	P001825	3140635	16-Jan-14	O.J. LAUGHLIN PLUMBING CO.	LAV/TOILET UNIT & FAUCET REPAIR	01-00-00-2410	8,890.00
Sum of Invoices							15,258.80



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

1/22/2014

LEGISLATIVE

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00019	P001738	97359	03-Jan-14	CURTIS, HEINZ, GARRETT & O'KEEFE, P.C.	LEGAL FEES-CITY ATTY, DEC 2013	01-11-12-6201	11,364.00
02113		C0013498	01-Jan-14	GENERAL CODE	ELECTRONIC CODE MAINT-6 MONTHS	01-11-13-6203	180.00
00378		300001384	13-Jan-14	MISSOURI MUNICIPAL LEAGUE	MML ANNUAL DUES	01-11-12-6262	2,058.30
01508		105310	09-Dec-13	NAT'L ASSOCIATION OF PARLIMENTARIANS	ANNUAL DUES-D. RYAN	01-11-13-6262	87.00
Sum of Invoices							13,689.30



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

1/22/2014

Administration

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01120		123113	31-Dec-13	ASI FLEX CREVE COEUR-OLIVETTE CHAMBER	FLEX PLAN ADMIN FEES-DEC 2013	01-12-11-6202	181.70
00136		1631	09-Jan-14	OF COMMERCE	BOARD OF DIRECTORS' MEETING	01-12-11-6264	20.00
01447	P001708	19495	07-Jan-14	DIVERSIFIED PRINTING	PRINTING OF JANUARY NEWSLETTER	01-12-11-6203	1,587.00
01997		8262843	31-Dec-13	EQUIFAX INFORMATION SVCS	SECURITY MONITORING SVC	01-12-11-6202	10.00
00053		116889	02-Jan-14	MERCY CORPORATE HEALTH	PREPLACEMENT PHYSICAL	01-12-11-6271	95.00
00053		119475	02-Jan-14	MERCY CORPORATE HEALTH	PREPLACEMENT PHYSICAL	01-12-11-6271	40.00
00053		119520	02-Jan-14	MERCY CORPORATE HEALTH	PREPLACEMENT PHYSICAL	01-12-11-6271	55.00
00053		119524	02-Jan-14	MERCY CORPORATE HEALTH	PREPLACEMENT PHYSICAL	01-12-11-6271	95.00
01262	P001695	29650	08-Jan-14	SPECIALTY MAILING	HANDLING OF JANUARY NEWSLETTER	01-12-11-6203	225.15
01048		9717591276	01-Jan-14	VERIZON WIRELESS	CELL PHONES-DEC 2013	01-12-11-6253	51.99
Sum of Invoices							2,360.84



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

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IT

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00070		i140103359	07-Jan-14	TECH ELECTRONICS	SET UP MAILBOX FOR NEW EXTENSION	01-12-51-6213	33.75
						<i>Sum of Invoices</i>	33.75



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

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FINANCE

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01765		39763	07-Jan-14	MISSOURI DEPARTMENT OF REVENUE	SALES TAX REPORT-DEC 2013	01-13-11-6202	35.00
01048		9717591276	01-Jan-14	VERIZON WIRELESS	CELL PHONES-DEC 2013	01-13-11-6253	51.99
Sum of Invoices							86.99



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

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MUNICIPAL COURT

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00005		1670282	31-Dec-13	AMERICAN STAMP	REPLACEMENT STAMP PADS	01-13-14-7304	38.34
00779	P001725	INV00014004	31-Oct-13	AMERICAN TRAFFIC SOLUTIONS	CAMERA FEES-OCT 2013	01-13-14-6248	50,365.00
00050		INV0032719	15-Dec-13	REJIS	SUBSCRIPTION FEES-DEC 2013	01-13-14-6202	<u>1,805.56</u>
						<i>Sum of Invoices</i>	<i>52,208.90</i>



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

1/22/2014

INTERDEPARTMENTAL

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00014	P001719	0215116 1/14	06-Jan-14	CHARTER BUSINESS	CABLE TV SERVICE AT GARAGE	01-13-15-6255	71.36
00045		69092497001	03-Jan-14	OFFICE DEPOT	TONER	01-13-15-7312	139.62
00046		I303892I	2-Jan-14	OFFICE ESSENTIALS	PENS	01-13-15-7312	4.68
01169		3218989514	04-Jan-14	STAPLES	SHEET PROTECTORS, PEN REFILLS	01-13-15-7312	36.97
Sum of Invoices							252.63



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

1/22/2014

COMMUNITY SERVICES

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01922		8740	10-Jan-14	OFFICE DEPOT CREDIT SVCS	VARIOUS OFFICE SUPPLIES	01-14-11-7304	85.50
01693		91517478	1-Jan-14	RICOH USA, INC.	COPIER LEASE 1/20 - 2/19/14	01-14-11-6213	36.67
<i>Sum of Invoices</i>							<i>122.17</i>



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

1/22/2014

ICE ARENA

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550		452-6981034	14-Jan-14	ARAMARK	MOP RENTAL (1/14/14)	06-14-31-7301	0.88
01550		452-6981034	14-Jan-14	ARAMARK	UNIFORM RENTAL (1/14/14)	06-14-31-7308	3.96
01550		452-6955198	07-Jan-14	ARAMARK	MOP RENTAL (1/7/14)	06-14-31-7301	0.88
01550		452-6955198	07-Jan-14	ARAMARK	UNIFORM RENTAL (1/7/14)	06-14-31-7308	3.96
00080		1197-184-5	10-Jan-14	DIERBERG'S	BIRTHDAY CAKES	06-14-31-7304	57.98
01922		8740	10-Jan-14	OFFICE DEPOT CREDIT SVCS	VARIOUS OFFICE SUPPLIES	06-14-31-7304	49.51
01693		91517478	1-Jan-14	RICOH USA, INC.	COPIER LEASE 1/20 - 2/19/14	06-14-31-6213	36.66
00711		331145759	17-Dec-13	TERMINIX	PEST CONTROL SVC	06-14-31-6212	35.00
01048		9717591276	01-Jan-14	VERIZON WIRELESS	CELL PHONES-DEC 2013	06-14-31-6253	51.99
Sum of Invoices							240.82



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

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GOLF MAINTENANCE

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00040		823054	10-Jan-14	MILBRADT LAWN EQUIPT.	PISTON RINGS	06-14-32-6211	28.02
00970		1388-483119	31-Dec-13	O'REILLY AUTO PARTS	FUEL/OIL/AIR/HYDRAULIC FILTERS	06-14-32-6210	143.26
00970		1388-484770	14-Jan-14	O'REILLY AUTO PARTS	TRANSMISSION FLUID, VALVE STEM	06-14-32-6211	34.95
<i>Sum of Invoices</i>							<u>206.23</u>



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

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PRO SHOP

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01922		8740	10-Jan-14	OFFICE DEPOT CREDIT SVCS	VARIOUS OFFICE SUPPLIES	06-14-33-7304	68.00
01922		8741	10-Jan-14	OFFICE DEPOT CREDIT SVCS	PENS	06-14-33-7304	1.59
01693		91517478	1-Jan-14	RICOH USA, INC.	COPIER LEASE 1/20 - 2/19/14	06-14-33-6213	36.67
00116		7931	09-Jan-14	SAM'S CLUB	REGISTER ROLLS	06-14-33-7304	20.67
00711		331145759	17-Dec-13	TERMINIX	PEST CONTROL SVC	06-14-33-6212	35.00
Sum of Invoices							161.93



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

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SNACK BAR

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550		452-6981034	14-Jan-14	ARAMARK	WIPING TOWELS (1/14/14)	06-14-34-7301	3.58
01550		452-6955198	07-Jan-14	ARAMARK	WIPING TOWELS (1/7/14)	06-14-34-7301	3.58
00116		7931	09-Jan-14	SAM'S CLUB	PAPER PRODUCTS	06-14-34-8321	32.40
00116		7931	09-Jan-14	SAM'S CLUB	SNACKS FOR RESALE	06-14-34-8319	273.90
<i>Sum of Invoices</i>							<u>313.46</u>



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

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BUILDING MAINTENANCE

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550		452-6955197	7-Jan-14	ARAMARK	UNIFORM RENTAL (1/7/14)	01-16-11-7308	7.92
01550		452-6981033	14-Jan-14	ARAMARK	UNIFORM RENTAL (1/14/14)	01-16-11-7308	7.92
00164		038661A	8-Jan-14	NEW SYSTEM	TABLE MOVER	01-16-11-6212	59.95
00968		69690275	31-Dec-13	SIMPLEXGRINNELL	SERVICE ON SIMPLEX 4002 SYSTEM	01-16-11-6211	601.50
01779		07011113	26-Nov-13	ST. LOUIS COUNTY	BOILER INSPECTIONS JULY 2014	01-16-11-6211	177.00
01048		9717591276	01-Jan-14	VERIZON WIRELESS	CELL PHONES-DEC 2013	01-16-11-6253	32.30
00054		02059865	3-Jan-14	WALTER KNOLL FLORIST	ATRIUM FLORAL SERVICE-FEB 2014	01-16-11-6212	80.00
						<i>Sum of Invoices</i>	<u>966.59</u>



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

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POLICE-ADMIN

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00640		WEB000298211	31-Dec-13	BOB BARKER CO	(11) BOXES OF LATEX GLOVES	01-21-11-6271	139.73
01068		120211	14-Jan-14	DNT	FINAL MAINT FEE CHIEF'S OFFICE	01-21-11-6213	8.75
00053		116855	02-Jan-14	MERCY CORPORATE HEALTH	HEP A & B FOR OFC ZUCKERMAN	01-21-11-6271	143.00
00053		116854	02-Jan-14	MERCY CORPORATE HEALTH	HEP A & B FOR OFC SCHNEIDER	01-21-11-6271	143.00
00053		117683	02-Jan-14	MERCY CORPORATE HEALTH	PRE-EMPLOY PHYSICAL/RECRUIT	01-21-11-6271	404.00
01964		132014	03-Jan-14	ROBERT CRAIL PHOTOGRAPHY	5X7 CUSTOM PRINT FOR SGT 767	01-21-11-7306	5.00
00852		12172013	17-Dec-13	ROMAS, JON	FBI NAA MEETING FEES	01-21-11-6264	68.00
00093		6465	09-Dec-13	SOUTHWEST FAMILY TESTING	PSYCH EVAL OFFICER CANDIDATE	01-21-11-6203	425.00
01048		9717591276	01-Jan-14	VERIZON WIRELESS	CELL PHONES-DEC 2013	01-21-11-6253	84.29
Sum of Invoices							1,420.77



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

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POLICE-INVESTIGATIONS

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00094		170431	10-Jan-14	FIRESTONE	CAR 2425 3000 MILE SERVICE	01-21-21-6210	22.99
01228		1432814-20131231	31-Dec-13	LEXISNEXIS	DEC USER FEES/2 PHONE SEARCH	01-21-21-6202	171.00
00273		T1412006	09-Jan-14	ST LOUIS UNIVERSITY	TOXICOLOGY LABORATORY FEES	01-21-21-6202	150.00
01048		9717591276	01-Jan-14	VERIZON WIRELESS	CELL PHONES-DEC 2013	01-21-21-6253	193.80
Sum of Invoices							537.79



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

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POLICE-PATROL

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01821		6017203/1	09-Jan-13	ALL STAR DODGE CHRYSLER JEEP	CAR 2409 REPLACE GEAR LEVER	01-21-22-6210	397.44
01821		6017643/2	16-Jan-14	ALL STAR DODGE CHRYSLER JEEP	CAR 2403 TURN REAR ROTORS	01-21-22-6210	154.00
01821		6017316/2	19-Jan-14	ALL STAR DODGE CHRYSLER JEEP	CAR 2408 REPLACE GEAR SHIFTER	01-21-22-6210	500.27
00007		379-628545	14-Jan-14	BATTERIES PLUS - 270	(1) MOTOROLA WALKIE BATTERY	01-21-22-6211	41.99
00007		379-628545	14-Jan-14	BATTERIES PLUS - 270	(3) 2-PACKS CR2 BATTERIES	01-21-22-7302	12.96
00234		399462	27-Nov-13	ED. ROEHR SAFETY PRODUCTS	HOLSTER SAF SIG 229	01-21-22-7308	119.63
00234		401316	08-Jan-14	ED. ROEHR SAFETY PRODUCTS	(2) SIREN BOXES	01-21-22-9503	699.90
00094		170562	14-Jan-14	FIRESTONE	CAR 2403 3000 MILE SVS	01-21-22-6210	22.99
00125		311891-01	07-Jan-14	LEON UNIFORM	UNIFORM FOR RECRUIT-T FINK	01-21-22-5107	101.89
01584		1207517	14-Jan-14	EQUIPMENT	SWAP OUT SIREN BOXES IN 4 CARS	01-21-22-6210	351.33
01584		1207503	14-Jan-14	EQUIPMENT	MOVE LPR FROM CAR 8 TO CAR 4	01-21-22-6211	161.50
00309		12504	02-Jan-14	ST LOUIS AREA MAPS, INC.	(20) STREET DIRECTORIES	01-21-22-7304	249.00
02063	P001692	W-9918	13-Nov-13	US NETSERVICES LLC	PHONE MACHINE HARDWARE WARRANTY	01-21-22-6213	297.80
02063	P001692	W-9918	13-Nov-13	US NETSERVICES LLC	PHONEMASTER SOFTWARE MAINT	01-21-22-6213	1,095.00
01048		9717591276	01-Jan-14	VERIZON WIRELESS	CELL PHONES-DEC 2013	01-21-22-6253	362.38
Sum of Invoices							4,568.08



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

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PUBLIC WORKS

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00005		1670321	3-Jan-14	AMERICAN STAMP	PRE-INKED STAMP	01-31-11-7302	53.03
00303		10471900	30-Dec-13	MISSOURI LAWYERS MEDIA	REQ FOR BIDS-14-15 PARKS, ROW, GROUND MAINT SERVICES	01-31-11-6260	449.40
01048		9717591276	01-Jan-14	VERIZON WIRELESS	CELL PHONES-DEC 2013	01-31-11-6253	188.27
Sum of Invoices							188.27



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

1/22/2014

STREETS

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00131		9915656475	31-Dec-13	AIRGAS	WELDING GAS/TANKS	01-31-41-7307	53.02
01550		452-6955195	7-Jan-14	ARAMARK	MOP RENTAL (1/7/14)	01-31-41-6212	8.91
01550		452-6955195	7-Jan-14	ARAMARK	UNIFORM RENTAL (1/7/14)	01-31-41-7308	39.47
01550		452-6981031	14-Jan-14	ARAMARK	MOP RENTAL (1/14/14)	01-31-41-6212	8.91
01550		452-6981031	14-Jan-14	ARAMARK	UNIFORM RENTAL (1/14/14)	01-31-41-6212	39.47
01980		654461	7-Jan-14	BLUE CHIP EXTERMINATING	PEST CONTROL SERVICE	01-31-41-7301	26.00
00712		P17760	9-Dec-13	BOBCAT OF ST. LOUIS	FILTERS FOR SKIDSTEER	01-31-41-6211	120.60
00010		940212	15-Jan-14	BRANNEKY HARDWARE	ADDRESS NUMBERS FOR BUNK HOUSE	01-31-41-6212	6.76
00010		939852	10-Jan-14	BRANNEKY HARDWARE	ITEMS FOR BUNK HOUSE KITCHEN	01-31-41-7304	76.56
00010		939791	9-Jan-14	BRANNEKY HARDWARE	ITEMS FOR BUNK HOUSE	01-31-41-7304	90.13
00010		939671	8-Jan-14	BRANNEKY HARDWARE	CLEANING SUPPLIES FOR SHOP	01-31-41-7301	3.98
00010		940151	16-Jan-14	BRANNEKY HARDWARE	KITCHEN SUPPLIES FOR SHOP	01-31-41-7304	56.62
00010		939980	14-Jan-14	BRANNEKY HARDWARE	STRAW-LAWN REPAIRS DUE TO SNOWPLOW DAMAGE	01-31-41-7310	27.96
00013		1763-221033	14-Jan-14	CARQUEST AUTO PARTS	FUEL TREATMENT FOR DIESEL TANK	01-31-41-6210	131.70
00013		1763-221022	13-Jan-14	CARQUEST AUTO PARTS	FUEL FILTERS FOR DIESEL TANK	01-31-41-6210	14.54
00013		1763-219452	4-Dec-13	CARQUEST AUTO PARTS	WIPER BLADES FOR TRUCKS	01-31-41-6210	300.60
00013		1763-221152	16-Jan-14	CARQUEST AUTO PARTS	PICK SET FOR SHOP	01-31-41-7302	11.39
00013		1763-221150	16-Jan-14	CARQUEST AUTO PARTS	SOCKETS	01-31-41-7302	19.20
00013		1763-220742	7-Jan-14	CARQUEST AUTO PARTS	GREASE FOR TRUCKS	01-31-41-6210	38.50
00013		1763-220726	7-Jan-14	CARQUEST AUTO PARTS	DIESEL FUEL SUPPLEMENT, HEET FUEL ANTIFREEZE	01-31-41-6210	275.52
00013		1763-220736	7-Jan-14	CARQUEST AUTO PARTS	WINDSHIELD DEICER	01-31-41-6210	85.92
00013		1763-220794	8-Jan-14	CARQUEST AUTO PARTS	DIESEL 911 DE-ICER	01-31-41-6210	121.38
00013		1763-220558	3-Jan-14	CARQUEST AUTO PARTS	HOSE CLAMPS	01-31-41-6210	13.80
00013		1763-220590	3-Jan-14	CARQUEST AUTO PARTS	CABIN AIR FILTERS FOR INTERNATIONAL TRUCKS	01-31-41-6210	36.60
00013		1763-220580	3-Jan-14	CARQUEST AUTO PARTS	ANTIFREEZE, GREASE GUN	01-31-41-6210	346.81
00099		1324211	31-Dec-13	CEEKAY SUPPLY	WELDING GAS/TANKS	01-31-41-7307	64.08
00729		15420668	6-Jan-14	CERTIFIED POWER, INC.	PARTS FOR SPRAYER ON SALT SPREADER	01-31-41-7310	70.11
00394		11-5178	13-Jan-14	CHUCK'S BOOTS	BOOTS FOR STREET CREWS	01-31-41-7308	479.99
00394		11-5228	16-Jan-14	CHUCK'S BOOTS	BOOTS FOR STREETS AND PARKS	01-31-41-7308	600.00
00394		11-5158	9-Jan-14	CHUCK'S BOOTS	BOOTS FOR OPERATIONS SUPERINTENDANT	01-31-41-7308	120.00
01427		78560	23-Dec-13	CONTRACTOR'S WELDING	MANHOLE RISER ON STUOT	01-31-41-7305	126.00
01466		140047131	14-Jan-14	CROSS-MIDWEST TIRE CO.	TIRES FOR TRUCK #103	01-31-41-6210	232.88
01466		140047029	13-Jan-14	CROSS-MIDWEST TIRE CO.	NEW TIRE FOR TRUCK 207	01-31-41-6210	125.16
00080		4599-466-8	4-Jan-14	DIERBERG'S	FOOD FOR PLOW CREWS	01-31-41-7310	157.53
00049		36375	8-Jan-14	EMPLOYEE STAFFING GROUP	TEMP PERSONNEL W/E 1/5/14	01-31-41-6207	1,676.13



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

STREETS

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00081		9332639856	7-Jan-14	GRAINGER	SNOW SHOVELS	01-31-41-7302	88.36
00081		9332639849	7-Jan-14	GRAINGER	STARTER KIT-BULK STORAGE RACK	01-31-41-6212	223.97
01452	P001826	171169	10-Jan-14	GUNTHER SALT COMPANY	EMERGENCY PURCHASE-302.38 TON ROAD SALT	01-31-41-7310	24,811.56
00117		6414009	13-Jan-14	HOME DEPOT	PLUMBING ITEMS FOR BUNK HOUSE	01-31-41-6212	227.70
00117		9010339	10-Jan-14	HOME DEPOT	ITEMS FOR BUNK HOUSE	01-31-41-7304	263.92
01636		0347-000163081	31-Dec-13	JOHNNY ON THE SPOT	RENTAL UNITS-DEC 2013	01-31-41-6266	164.22
01134		3360591	15-Jan-14	KIMBALL MIDWEST	PLOW BOLTS	01-31-41-7310	49.00
01134		3349381	9-Jan-14	KIMBALL MIDWEST	BOLTS FOR SNOW PLOWS	01-31-41-7310	261.65
01134		3346758	7-Jan-14	KIMBALL MIDWEST	BOLTS, NUTS, WASHERS, SCREWS	01-31-41-7310	578.90
00156		58777	7-Jan-14	L & C TRUCK REPAIR	REPAIR PLOW BRACKETS-TRUCK 319	01-31-41-6211	350.97
00156		58782	7-Jan-14	L & C TRUCK REPAIR	REPAIR AXLE-TRUCK 316	01-31-41-6210	112.92
01639	P001797	11813	14-Nov-13	MURPHY'S LAWN CARE	TREES/BUSHES FOR R.O.W. AREAS	01-31-41-6212	7,765.00
00796		404639	10-Jan-14	OVERHEAD DOOR	REPAIR SALT DOME DOOR	01-31-41-6212	466.90
00110		316957	13-Jan-14	RICMAR INDUSTRIES	CLEANING SUPPLIES FOR SHOP	01-31-41-7301	145.29
00851		0333387-IN	6-Jan-14	SCOTWOOD INDUSTRIES INC.	2500 GAL CALCIUM CHLORIDE	01-31-41-7310	1,762.50
01779		07011113	26-Nov-13	ST. LOUIS COUNTY HIGHWAYS & TR	AIR COMPRESSOR INSPECTION JULY 2014	01-31-41-6202	30.00
01878	P001789	I442330	20-Dec-13	TAPCO	ITEMS FOR STREET SIGN PROGRAM	01-31-41-7311	1,566.00
00270		83059-00	10-Jan-14	TERMINAL SUPPLY CO.	JUMPER CABLES	01-31-41-6210	52.14
01882	P001814	100055	26-Dec-13	VANGUARD TRUCK CENTER	REPAIRS ON SNOW PLOW TRUCK #311	01-31-41-6210	3,208.98
01048		9717591276	01-Jan-14	VERIZON WIRELESS	CELL PHONES-DEC 2013	01-31-41-6253	84.29
Sum of Invoices							47,820.50



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

1/22/2014

HEALTH & WELFARE

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01048		9717591276	01-Jan-14	VERIZON WIRELESS	CELL PHONES-DEC 2013	01-31-42-6253	32.30
						<i>Sum of Invoices</i>	<i>32.30</i>



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

1/22/2014

PARKS

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00275		21550-24002 1/14	14-Jan-14	AMEREN MISSOURI	ANNUAL RENTAL FEE FOR VOLLEYBALL CT AT ST. PAUL	01-31-43-6250	10.00
01550		452-6955195	7-Jan-14	ARAMARK	UNIFORM RENTAL (1/7/14)	01-31-43-7308	39.47
01550		452-6981031	14-Jan-14	ARAMARK	UNIFORM RENTAL (1/14/14)	01-31-43-6212	39.47
01980		654461	7-Jan-14	BLUE CHIP EXTERMINATING	PEST CONTROL SERVICE	01-31-43-7301	26.00
00205		SI056158	15-Jan-14	CK POWER	2 EA MUFFLER KITS	01-31-43-6211	310.21
02041	P001766	011414	14-Jan-14	KISCZAK MASONRY LLC	REPAIRS TO BATHROOM DOOR/CONCRETE AT LAKE SCHOOL PK	01-31-43-6212	4,750.00
00110		316957	13-Jan-14	RICMAR INDUSTRIES	CLEANING SUPPLIES FOR SHOP	01-31-43-7301	145.29
00968		69709350	9-Jan-14	SIMPLEX GRINNELL	MOTION DETECTOR REPAIR-TAPPMAYER	01-31-43-6212	505.00
00270		83059-00	10-Jan-14	TERMINAL SUPPLY CO.	JUMPER CABLES	01-31-43-6211	52.14
00260		16020	3-Jan-14	TOTAL LOCK AND SECURITY	REPAIR LOCK ON GATE AT DOG PARK	01-31-43-6212	303.20
01048		9717591276	01-Jan-14	VERIZON WIRELESS	CELL PHONES-DEC 2013	01-31-43-6253	37.65
Sum of Invoices							6,218.43



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

1/22/2014

COMMUNITY DEVELOPMENT - PLANNING

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01048		9717591276	01-Jan-14	VERIZON WIRELESS	CELL PHONES-DEC 2013	01-32-11-6253	149.17
						<i>Sum of Invoices</i>	<i>149.17</i>



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

1/22/2014

COMMUNITY DEVELOPMENT - BUILDING

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00112		43085	10-Jan-14	MPS	500 EA REVISED APT RE-OCC INSPECTION SHEET	01-32-61-7304	138.00
						<i>Sum of Invoices</i>	<i>138.00</i>



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

1/22/2014

CAPITAL IMPROVEMENTS

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00880	P001767	PAY #4	1/17/2014	INTUTION & LOGIC	DAM, LAKE & CHANNEL REHAB PROJECT	02-61-71-9509-14522	17,895.35
00880	P001767	PAY #3	1/17/2014	INTUTION & LOGIC	DAM, LAKE & CHANNEL REHAB PROJECT	02-61-71-9509-14522	8,426.89
01934	P001710	FINAL PAY	1/2/2014	AMCON MUNICIPAL CONCRETE	2013 ROADWAY REHAB PROJECT	02-61-71-9510-14601	47,767.96
02028		9100	1/10/2014	COCHRAN	MATERIALS TESTING	02-61-71-9509-14515	340.10
00788	P001809	35401	12/16/2013	DON BROWN CHEVROLET	2014 DIESEL POWER ONE-TON DUMP TRUCK	02-61-71-9516	47,134.00
Sum of Invoices							121,564.30
TOTAL OF ALL INVOICES							268,540.02



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING



**ST. LOUIS COUNTY
MULTI-JURISDICTIONAL
DRUG TASK FORCE**



CONTRACT

THIS AGREEMENT is entered into as of the 1st day of February, 2014 by and between ST. LOUIS COUNTY, MISSOURI on behalf of the St. Louis County Department of Police (herein after "County"), and the CITY OF CREVE COEUR, MISSOURI (herein after "CITY").

WHEREAS, County's Police Department maintains a Multijurisdictional Drug Task Force which, among other things, engages in undercover activities; and

WHEREAS, City wishes to assign one of its detectives to County's Multijurisdictional Drug Task Force upon the terms stated herein; and

WHEREAS, County is authorized to enter into this agreement pursuant to County's Ordinance Number 15,025, 1990; and

WHEREAS, City is authorized to enter into this agreement pursuant to City's Ordinance Number XXX.

NOW THEREFORE, in consideration of the premises and promises contained herein, the parties agree as follows:

1. The City agrees to provide County with the services of one (1) detective, mutually agreeable to both parties (hereinafter "Detective"), for a period of one (1) year, beginning February 1st, 2014 and ending on January 31st, 2015, subject to the provisions of paragraph 6 below.
2. The Detective will be under the direct supervision and control of the St. Louis County Police Department.
3. The Detective will be subject to the St. Louis County Police Department's rules and regulations, including, but not limited to, random drug testing.
4. The Detective will be deputized under the St. Louis County Police Deputation Manual.
5. City remains responsible for Detective's salary, benefits, overtime accrued, and worker's compensation benefits.
6. Either party to this agreement may cancel this agreement with thirty (30) days' written notice. Notice to County shall be deemed delivered if deposited postage prepaid, addressed to the Chief of Police, St. Louis County Police Department, 7900 Forsyth Boulevard, Clayton Missouri 63105. Notice to City shall be deemed delivered if deposited postage prepaid, addressed to the City's Chief of Police, Creve Coeur Police Department, 300 N. New Ballas Rd, Creve Coeur, Missouri 63141.
7. City shall be entitled to a portion of assets forfeited federally as a result of the Multijurisdictional Drug Task Force operations conducted during the period Detective is assigned to the County's Multijurisdictional Drug Task Force, regardless of location where such assets were seized. The portion shall be computed as of the time of seizure and not the

time of distribution. The portion shall be determined by multiplying the value of assets forfeited by the following ratio:

(number of detectives assigned to County's Multijurisdictional Drug Task Force by City, that is, 1)

(Total number of detectives assigned to County's Multijurisdictional Drug Task Force from all sources.)

The County may increase or decrease the number of detectives assigned to the Multijurisdictional Drug Task Force without approval of City. The County may also enter into similar agreements with other municipalities which will affect the number of undercover officers assigned to the Multijurisdictional Drug Task Force from all sources and thereby affect the portion of the forfeited assets to which City will be entitled.

8. City will cooperate with County in preparing the proper documentation for the courts, prosecutors and other law enforcement agencies so that the monies payable for forfeited assets owed to the City are not deposited in a general revenue account of County, but are paid directly to the City instead.
9. St. Louis County will provide the necessary specialized equipment for undercover activities, including radio equipment, and other specialized surveillance equipment.
10. All necessary evidentiary and expense funds will be provided by St. Louis County.
11. The Commander of the County's Multijurisdictional Drug Task Force will submit a performance evaluation to the City regarding the performance of the participating City detective once every twelve (12) months.
12. The City shall provide proof of Commercial General Liability Insurance in compliance with the sovereign immunity limits for Missouri public entities, which are calculated by the Missouri Department of Insurance and published annually in the Missouri register within three days of request by St. Louis County. This coverage shall also be applied to Civil Rights Claims that may arise. St. Louis County shall remain self-insured regarding claims. The City shall maintain during duration of this agreement Worker' Compensation Insurance. If the City should become self-insured prior to the termination of this Agreement, the City shall provide the County a letter of self-insurance with the unencumbered balances that meets the statutory cap on a per occurrence basis in lieu of a Certificate Letter of Self-Insurance.

IN WITNESS WHEREOF, officials of the parties have affixed their signatures and official seals below.

ST. LOUIS COUNTY, MISSOURI

By _____
County Executive

Attest:

Administrative Director

ST. LOUIS COUNTY BOARD OF POLICE COMMISSIONERS

By _____
Chariman

Approved:

Chief of Police

Approved as Legal Form:

County Counselor

Approved:

Accounting Officer

THE CITY OF CREVE COEUR, MISSOURI

By _____
Chief Administrative Officer

By _____
Director of Finance Department

Attest:

City Clerk

Approved:

Chief of Police

AN ORDINANCE AUTHORIZING THE CITY OF CREVE COEUR TO ENTER INTO A CONTRACT WITH ST. LOUIS COUNTY TO PROVIDE A POLICE OFFICER TO THE ST. LOUIS COUNTY BUREAU OF DRUG ENFORCEMENT

WHEREAS, it has been determined by the City of Creve Coeur that detaching a detective to the St. Louis County Multijurisdictional Drug Task Force Group is in the best interest of the City of Creve Coeur and the St. Louis County Police Department and is both an efficient and cost effective way to manage said drug investigations; and

WHEREAS, St. Louis County is willing to enter into this agreement and the City of Creve Coeur, upon such consideration, has determined that it wishes to participate in said drug task force.

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

SECTION 1. The City Administrator of the City of Creve Coeur is hereby authorized to enter into a contract with the St. Louis County to provide one (1) police officer to the St. Louis County Bureau of Drug Enforcement for undercover drug operations in accordance with the contract which is attached as Exhibit "1" and made apart hereof as if fully set out herein. The Agreement as executed shall be consistent with the provisions and intent of this Ordinance with such changes as may be necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this Ordinance, the matters herein authorized, and the rights and duties of the City under the Agreement.

SECTION 2. Decisions regarding continuation or termination of said contract as provided in paragraph 6 of Exhibit "1" shall be made by the City Administrator.

SECTION 3. This Ordinance shall become effective pursuant to the provisions of Section 3.11(g) of the Charter.

ADOPTED THIS ____ DAY OF _____, 2014.

Scott Saunders
Council President

APPROVED THIS ____ DAY OF _____, 2014.

Barry Glantz
Mayor

ATTEST:

Deborah Ryan, City Clerk



CREVE COEUR POLICE DEPARTMENT INTEROFFICE MEMO

DATE: 01/06/14

TO: Mark Perkins, City Administrator
Dan Smith, Director of Finance

FROM: Glenn Eidman, Chief of Police

SUBJECT: Drug Task Force Officer

Sir,

In the last year, the police department has seen a rise in drug related calls and cases. Four times during the last year, the PD received a call of a robbery, which was actually a drug deal gone bad. On two occasions, someone was physically assaulted and threatened with a weapon. During the course of these investigations, the Police department recovered weapons, and drugs, on both accounts a substantial amount. Throughout the last two years, the PD has seen an increase in drug sales set up in residential areas which I fear will eventually lead to someone getting hurt. The opportunity to have a Creve Coeur Officer in the drug unit I feel would be beneficial for all. The PD would ask for a starting salary for a pay grade **10 (a) \$49,450.00** plus benefits to supplement the position of a patrol officer to that would be put into the drug unit. Currently the staffing level for the PD is 49; I am requesting the hiring of one additional officer bringing the staffing level to 50.

The following information is regarding the information you requested reference the St. Louis County Drug Task Force.

The Bureau consists of several specialized units that include the Street Enforcement Team, the Interdiction Unit, two Long Term Investigations Units, and detectives specializing in the investigation and removal of methamphetamine laboratories. If Creve Coeur were to submit an officer he/she would probably be placed on one of the two Long Term Investigation Teams.

By joining the St. Louis County Drug Task Force the Creve Coeur Police department would be required to do the following things:

- Conduct an Internal Job Process for the position

- o St. Louis County prefers that they be included in the last stage to help select the best possible candidate
 - o No detective or undercover work is required to be a candidate
- Creve Coeur would pay for the Detective's salary, benefits, and any overtime
- Detective must have duty weapon and bullet proof vest

St. Louis County will provide the following for the Detective:

- The Detective would remain in the Task Force from anywhere to 3 to 5 years, usually a minimum of 3 years.
- All drug-related training, including the two week undercover class, Duty weapon qualification, other tactical training required for Task Force
- Vehicle, gas, phone and computer would be provided for the Detective.

Benefits to detaching an officer:

- Anytime Creve Coeur has a drug related problem an entire team of experienced detectives will respond to investigate, make arrests, and assist in solving the problem
- Creve Coeur would be one of 9 departments that benefit from seizure/forfeiture money. The average seizure return per agency has been **\$38,000** per year.
- St. Louis County can provide evaluations for the officer based on our evaluation forms for the Detective outlined by our policy
- The Detective is able to come back to Creve Coeur when requested to assist on other cases and investigations
- Creve Coeur may be eligible to be reimbursed with federal grant money for overtime paid to the Detective
- No annual fee is required to participate in the Task Force
- The Creve Coeur Police Chief will be placed on the Board of Directors for the Task Force

Completed process:

- St. Louis County Police will interview two patrol officers choosing one of the two for the position to begin on February 1st, 2014.
- The contract and a resolution for consideration of the City Council are scheduled for January 13th, 2014.

AN ORDINANCE AMENDING THE ADOPTED 2013-2014 GENERAL FUND, ENTERPRISE FUND AND CAPITAL FUND
BUDGETS OF THE CITY OF CREVE COEUR BY AUTHORIZING ADDITIONAL APPROPRIATIONS
AND UNAPPROPRIATIONS FROM OPERATING DEPARTMENTS

WHEREAS, REVENUES WERE ESTIMATED AND APPROPRIATIONS WERE AUTHORIZED IN THE ANNUAL CITY BUDGET ADOPTED ON JUNE 24, 2013 BY ORDINANCE NO. 5308 AND AMENDED BY ORDINANCE NO. 5331 ADOPTED ON SEPTEMBER 9, 2013.

WHEREAS, IT IS IN THE INTEREST OF THE CITY OF CREVE COEUR TO AUTHORIZE ADDITIONAL APPROPRIATIONS TO PAY FOR UNBUDGETED AND UNANTICIPATED EXPENDITURES AND TO UNAPPROPRIATE ITEMS BUDGETED BUT NOT COMPLETED IN VARIOUS CATEGORIES AS PROVIDED IN THE CITY CHARTER AND THE CITY CODE.

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, ENTERPRISE, AND CAPITAL FUNDS FOR THE 2013-2014 FISCAL YEAR AS ADOPTED, IS HEREBY AMENDED BY AUTHORIZING ADDITIONAL APPROPRIATIONS IN THE AMOUNT OF \$951,499 IN THE FOLLOWING DEPARTMENTS:

GENERAL FUND

POLICE - ADMINISTRATION	\$ 6,435
POLICE - PATROL	5,000
PUBLIC WORKS - STREETS	35,000
COMMUNITY DEVELOPMENT-INSPECTIONS	10,000
TOTAL ADDITIONAL APPROPRIATIONS-GENERAL FUND	<u>\$ 56,435</u>

ENTERPRISE FUND

<u>ICE ARENA - BUILDING MAINTENANCE</u>	<u>\$ 63,500</u>
<u>TOTAL ADDITIONAL APPROPRIATIONS-ENTERPRISE FUND</u>	<u>\$ 63,500</u>

CAPITAL FUND

GOVERNMENT CENTER SPACE ANALYSIS	\$ 10,000
STREET RECONSTRUCTION	30,000
MILLENNIUM PARK DEBT	735,675
LADUE SIDEWALK	55,889
TOTAL ADDITIONAL APPROPRIATIONS-CAPITAL FUND	<u>\$ 831,564</u>
TOTAL ALL ADDITIONAL APPROPRIATIONS	<u>\$ 951,499</u>

SECTION 2. THAT THE ANNUAL OPERATING BUDGET FOR THE GENERAL FOR THE 2013-2014 FISCAL YEAR AS ADOPTED, IS HEREBY AMENDED BY AUTHORIZING ADDITIONAL UNAPPROPRIATIONS IN THE AMOUNT OF \$11,435.

GENERAL FUND

POLICE - PATROL	11,435
TOTAL UNAPPROPRIATIONS-GENERAL FUND	<u>\$ 11,435</u>
TOTAL ALL ADDITIONAL UNAPPROPRIATIONS	<u>11,435</u>

SUBSTITUTE BILL NO. 5468

ORDINANCE NO. _____

SECTION 3. THIS ORDINANCE SHALL BECOME EFFECTIVE PURSUANT TO PROVISIONS OF SECTION 3.11(G)
OF THE CHARTER.

ADOPTED THIS _____ DAY OF _____ 2014.

SCOTT SAUNDERS
PRESIDENT OF CITY COUNCIL

ADOPTED THIS _____ DAY OF _____ 2014.

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK



MEMORANDUM

DATE: January 21, 2014

TO: Mark Perkins, City Administrator

FROM: Daniel Smith, Director of Finance

SUBJECT: Budget Amendments

At the January 13th City Council meeting Bill Number 5468 to amend the FY 2014 budget was given a 1st reading. Since that reading staff has received what it considers a final accounting of the repairs required at the Ice Arena. The Ice Arena developed a significant leak which resulted in the loss of the ice surface. The repair process was extensive and costly to repair the leaks and create ice again. Most of the repairs took place on the weekend which resulted in an overtime rate for labor. However it was necessary to get the ice in operation as quickly as possible. As a result an additional budget of \$63,500 is requested for the building maintenance account at the Ice Arena.

I would be pleased to respond to any questions.

BILL NO. 5468

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ADOPTED 2013-2014 GENERAL FUND AND CAPITAL FUND
BUDGETS OF THE CITY OF CREVE COEUR BY AUTHORIZING ADDITIONAL APPROPRIATIONS
AND UNAPPROPRIATIONS FROM OPERATING DEPARTMENTS

WHEREAS, REVENUES WERE ESTIMATED AND APPROPRIATIONS WERE AUTHORIZED IN THE ANNUAL CITY BUDGET ADOPTED ON JUNE 24, 2013 BY ORDINANCE NO. 5308 AND AMENDED BY ORDINANCE NO. 5331 ADOPTED ON SEPTEMBER 9, 2013.

WHEREAS, IT IS IN THE INTEREST OF THE CITY OF CREVE COEUR TO AUTHORIZE ADDITIONAL APPROPRIATIONS TO PAY FOR UNBUDGETED AND UNANTICIPATED EXPENDITURES AND TO UNAPPROPRIATE ITEMS BUDGETED BUT NOT COMPLETED IN VARIOUS CATEGORIES AS PROVIDED IN THE CITY CHARTER AND THE CITY CODE.

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 AND CAPITAL FUNDS FOR THE 2013-2014 FISCAL YEAR AS ADOPTED, IS HEREBY AMENDED BY AUTHORIZING ADDITIONAL APPROPRIATIONS IN THE AMOUNT OF \$887,999 IN THE FOLLOWING DEPARTMENTS:

GENERAL FUND

POLICE - ADMINISTRATION	\$	6,435
POLICE - PATROL		5,000
PUBLIC WORKS - STREETS		35,000
COMMUNITY DEVELOPMENT-INSPECTIONS		10,000
TOTAL ADDITIONAL APPROPRIATIONS-GENERAL FUND	\$	<u>56,435</u>

CAPITAL FUND

GOVERNMENT CENTER SPACE ANALYSIS	\$	10,000
STREET RECONSTRUCTION		30,000
MILLENNIUM PARK DEBT		735,675
LADUE SIDEWALK		55,889
TOTAL ADDITIONAL APPROPRIATIONS-CAPITAL FUND	\$	<u>831,564</u>
TOTAL ALL ADDITIONAL APPROPRIATIONS	\$	<u><u>887,999</u></u>

SECTION 2. THAT THE ANNUAL OPERATING BUDGET FOR THE GENERAL FOR THE 2013-2014 FISCAL YEAR AS ADOPTED, IS HEREBY AMENDED BY AUTHORIZING ADDITIONAL UNAPPROPRIATIONS IN THE AMOUNT OF \$11,435.

GENERAL FUND

POLICE - PATROL		11,435
TOTAL UNAPPROPRIATIONS-GENERAL FUND	\$	<u>11,435</u>
TOTAL ALL ADDITIONAL UNAPPROPRIATIONS		<u><u>11,435</u></u>

BILL NO. 5468

ORDINANCE NO. _____

SECTION 3. THIS ORDINANCE SHALL BECOME EFFECTIVE PURSUANT TO PROVISIONS OF SECTION 3.11(G)
OF THE CHARTER.

ADOPTED THIS _____ DAY OF _____ 2014.

SCOTT SAUNDERS
PRESIDENT OF CITY COUNCIL

ADOPTED THIS _____ DAY OF _____ 2014.

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK



MEMORANDUM

DATE: January 9, 2014

TO: Mark Perkins, City Administrator

FROM: Daniel Smith, Director of Finance

SUBJECT: Budget Adjustments to FY 2014 Budget

The FY 2014 budget was approved on June 24, 2013 by Ordinance No. 5308. Since that time situations have occurred which requires adjustments to the budget. These are:

1. Adjustments to items within the Police Department.
Unanticipated expenses will require transfers (unappropriations) from the Capital Account in Patrol to accounts in Police Administration and Patrol.
2. Adjustments to Public Works accounts.
Increases are needed in the Street and Sidewalk Maintenance, Street Sign and Vehicle Maintenance accounts in the Street Division.
3. Increase in Appropriation for Community Development Department.
Additional appropriations are required in the Building Division due to the increased workload for inspecting and issuing permits.
4. Increase in Government Center Space Analysis/Preliminary Design.
An increase of \$10,000 is required due to higher than anticipated costs which also includes a small repair/renovation project in the Police locker room.
5. Increase in the Street Reconstruction Account.
An increase in the Capital Budget is due to the cost of the work on Chaselle Lane being higher than anticipated. This work included construction management services which were not initially anticipated but were required due to a heavy workload.
6. Increase in the Millennium Park Debt budget.
Initially it was assumed the Bond Reserve Account of \$738,000 would be used to offset the required payment. However, the Reserve Fund payment was not used to reduce the debt payment and was received after the payment was due. This increase will be 100% offset by the Bond Reserve funds which will now be available for use in the Capital Improvement Fund for retiring the debt.
7. Ladue Sidewalk.
This account needs to be increased due to the FY 2013 project not being completed until after the fiscal year, but funds were not budgeted in FY 2014.

I would be please to answer any questions.

**AN ORDINANCE AMENDING SECTION 405.470, CONDITIONAL USES, OF THE CREVE
COEUR ZONING ORDINANCE TO ALLOW FOR DRIVE-THRU RESTAURANTS ON SITES
OF TWO OR MORE ACRES WITH CERTAIN REQUIREMENTS,
AND TO CORRECT A CLERICAL ERROR.**

WHEREAS, an application by Panera Bread Co. was submitted for an amendment to Section 405.470(14) Conditional Uses, of the Creve Coeur Zoning Ordinance to allow for drive-thru restaurant services on sites of at least two acres but less than three acres; and,

WHEREAS, the Planning and Zoning Commission of the City of Creve Coeur, Missouri, held a public hearing thereon at the Creve Coeur Government Center on Monday, December 16, 2013, beginning at 7:00 p.m., or immediately following the close of the previous public hearing; and,

WHEREAS, the Planning and Zoning Commission reviewed and, by a 3-3 vote recommended against approval of said application at its meeting on Monday, January 6, 2014; and,

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

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

WHEREAS, the City Council being fully informed finds that amending the City Code of Ordinances would be in harmony with and bear a substantial relation to the public welfare, health, safety, comfort and convenience of the citizens of the City of Creve Coeur and in the public interest.

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

SECTION 1: Section 405.470(8) shall be amended as follows:

SECTION 405.470: CONDITIONAL USES

8. All drive-through and drive-in sales of goods or services including freestanding drive-in banking facilities (not including restaurants) (CC-442100) (conditional use in the "PC", "GC" and "CB" districts).
 - a. Shall provide space for at least three (3) cars per drive-up window or station.
 - b. Shall provide landscaping to screen the view of drive-up waiting spaces from surrounding properties.
 - c. Drive-up window access, waiting spaces and egress shall not interfere with site circulation or be hazardous to motorists entering, exiting or passing by the site.
 - d. ~~Drive-thru service for restaurants may be located only on sites of not less than three (3) acres.~~

SECTION 2: Section 405.470(14) shall be amended as follows:

SECTION 405.470: CONDITIONAL USES

14. Food services and drinking places--(NAICS 722). Shall be located on sites of not less than two (2) acres with the following exceptions and conditions:
- a. The acreage requirement does not apply to restaurants without drive-thru or drive-up services within the "GC" District;
 - b. The acreage requirement does not apply to restaurants without drive-thru or drive-up services in the "CB", "PO", "PC" and "LI" Districts that are located within a retail or office building, provided that such restaurants do not collectively occupy more than forty percent (40%) of the building square footage; and
 - c. Drive-thru or drive-up services shall only be on sites of two or more acres in all zoning districts:
 - (1) Shall provide space for at least three (3) cars per drive-up window or station.
 - (2) Shall provide landscaping to screen the view of drive-up waiting spaces from surrounding properties.
 - (3) Drive-up window access, waiting spaces and egress shall not interfere with site circulation or be hazardous to motorists or pedestrians entering, exiting or passing by the site.
 - (4) Drive-thru services for restaurants may be located only on sites of not less than three (3) acres, except that such services may be located on sites of at least two (2) acres (but less than three (3) acres) provided that:
 - (a) Such use shall be within a building of at least two (2) stories in height and designed for use by office or residential tenants in addition to the restaurant and other retail uses, with a continuous structure frontage of at least two hundred feet (200').
 - (b) The square footage of the restaurant must exceed four thousand five hundred (4,500) square feet.
 - (c) An opaque masonry barrier, earth berm or heavy landscaping, as determined by the Commission taking into consideration topography, site lines and other relevant circumstances, for noise and sight abatement shall be located and maintained between that drive-thru facilities and any adjacent residentially zoned properties.
 - (d) No access shall be permitted from the property to any minor residential or minor subdivision streets.
 - d. *In the "MX" District*:
 - (1) Restaurants cannot be located on sites that adjoin or abut property within an "A", "B", "C" or "D" Single-Family Residential District or that adjoin or abut property within an "AR" Attached Single-Family Residential District used for attached single-family dwellings including town homes or duplexes but excluding multi-family dwellings;
 - (2) Shall be located on sites of not less than two (2.0) acres;
 - (3) Shall be located on the ground floor of the structure;
 - (4) Shall not occupy more than forty percent (40%) of the approved building square footage for the building footprint and a single eating

BILL NO. 5469

ORDINANCE NO. _____

and drinking establishment shall not exceed three thousand five hundred (3,500) square feet in size;

- (5) Shall have a minimum of sixteen (16) seats for dining; and
- (6) Shall not provide drive-thru or drive-up services to patrons. "*Drive-thru*" and "*drive-up*" shall mean service to on-premises patrons who do not enter the restaurant/patio area, but rather receive service through a drive-up window and/or receive food service in their automobiles.

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

ADOPTED THIS ____ DAY OF _____, 2014.

SCOTT SAUNDERS
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2014.

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK



city of CREVE COEUR

300 North New Ballas Road • Creve Coeur, Missouri 63141
(314) 432-6000 • Fax (314) 872-2539 • Relay MO 1-800-735-2966
www.creve-coeur.org

MEMORANDUM TO THE PLANNING & ZONING COMMISSION

Meeting Date: January 6, 2014

Subject: Text Amendment to allow drive-thru restaurants on sites of two or more acres with certain requirements

Memo Prepared by: Whitney Kelly, AICP, City Planner

Attachments: Revised Draft Ordinance for to allow drive-thru restaurants on certain sites of two to three acres
Draft Ordinance allow drive-thru restaurants on sites of two or more acres
Public Comment

REVISED DRAFT ORDINANCE

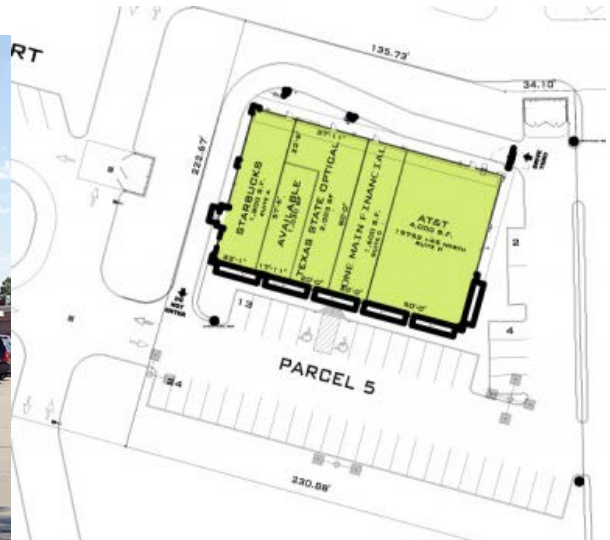
At the prior Planning and Zoning Commission Meeting, the Commission members asked that Staff prepare a draft ordinance that was as proposed by the applicant for those properties of between two and three acres, and where the proposed restrictions would not apply to drive-thru services on site of three or more acres. The attached ordinance includes the following changes:

SECTION 405.470: CONDITIONAL USES

14. Food services and drinking places--(NAICS 722). Shall be located on sites of not less than two (2) acres with the following exceptions and conditions:
 - (4) Drive-thru services for restaurants may be located only on sites of not less than three (3) acres, except that such services may be located on sites of at least two (2) acres (but less than three (3) acres) provided that:
 - (a) Such use shall be within a building of at least two (2) stories in height and designed for use by office or residential tenants in addition to the restaurant and other retail uses, with a continuous structure frontage of at least two hundred feet (200').
 - (b) The square footage of the restaurant must exceed four thousand five hundred (4,500) square feet.
 - (c) An opaque masonry barrier, earth berm or heavy landscaping, as determined by the Commission taking into consideration topography, site lines and other relevant circumstances, for noise and sight abatement shall be located and maintained between that drive-thru facilities and any adjacent residentially zoned properties.
 - (d) No access shall be permitted from the property to any minor residential or minor subdivision streets.

Staff again raises the concern that the proposed amendment is so limiting that it would only allow for a drive-thru on one particular site and, thus, would not be in the “public” interest; it would only be in one property owner’s interest. Particularly, Staff finds no reason to limit the restaurant square footage to 4,500 sq. ft. With the requirement that any drive-thru service become part of a larger building, the proposed requirement of a minimum size for the restaurant, would seem unnecessary. The current Starbucks square footage is just over 2,500 sq. ft. (2,535 sq. ft.). As shown in the images below from a simple Google search, they are able to locate within a multi-tenant building. If a smaller restaurant is

integrated into a multi-tenant building that can meet with all of the other requirements, then it would seem that a minimum restaurant square footage would seem unnecessary. Nonetheless, if the Commission wishes to further limit possible uses of this general provision, staff suggests that 2,500 sq. ft. is a more reasonable minimum size.



MOTION

If the Commission members wish to proceed with an action on the proposed text amendment, the following is an example of an appropriate motion for this application:

“I move to recommend approval of Application #13-045, for the text amendment to allow drive-thru restaurants on certain sites of two to three acres subject to the conditions contained in the draft ordinance prepared for the meeting of January 6, 2013.” (Conditions may be added, eliminated, or modified by preceding motion.)”

If the Commission members wish to proceed with an action on the proposed text amendment with the staff recommendation that all of the condition be applied to all drive-thru restaurants for two or more acres as discussed in the Staff Report for the December 16th meeting, the following is an example of an appropriate motion for this application:

“I move to recommend approval of Application #13-045, for the text amendment to allow drive-thru restaurants on sites of two or more acres subject to the conditions contained in the draft ordinance prepared for the meeting of December 16, 2013.” (Conditions may be added, eliminated, or modified by preceding motion.)”



Chamber Of Commerce

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January 22, 2014

Barry L. Glantz, Mayor
Members of City Council
City of Creve Coeur
300 N. New Ballas Road
Creve Coeur, Missouri 63141

RE: Proposed Text Amendment Allowing Drive Throughs for Restaurant Uses on Sites of at Least 2 Acres but Less than 3 Acres

Dear Mayor Glantz and Members of the City Council:

The Creve Coeur-Olivette Chamber of Commerce (the "CCOC") supports the passage of the above-captioned text amendment. The CCOC understands and agrees that the conditions and restrictions attached to the proposed text amendment (such as square footage requirements, frontage requirements and integration with existing buildings or developments) establish meaningful and appropriate limitations upon drive through applications for these sized sites. At the same time, the text amendment provides flexibility for deserving sites to permit drive throughs for quality restaurants to better serve our residential and business communities and keep our City as an attractive location for business establishment and expansion. Drive throughs for appropriate restaurant uses are important to the continued financial success of our community.

As a business-friendly community, the CCOC would be concerned about excessive restraint on all drive throughs which would discourage commercial development and relocations to our City. From a brief discussion by our board, it appears that some employees of our constituent companies regularly travel outside of our City to patronize restaurant establishments with drive throughs due to very few existing drive through restaurants in the City. We would hope the City would develop standards to allow such uses on appropriate sites with appropriate restrictions consistent with our City's standards and, at the same time, allow this important amenity to be available to serve the greater community needs.

Sincerely,

Ryan Schratz
2014 President

cc: Panera Bread



**CITY OF CREVE COEUR - MINUTES
PLANNING AND ZONING COMMISSION MEETING
MONDAY, JANUARY 6, 2014
7:00 P.M.**

A public hearing and regular meeting of the Planning and Zoning Commission of the City of Creve Coeur, Missouri was held on Monday, January 6, 2014, at the Creve Coeur Government Center, 300 North New Ballas Road. Chair Tim Madden called the meeting to order at 7:00 p.m.

MEMBERS PRESENT: *Mr. Tim Madden, Chair*
 Mr. Tim Carney
 Mr. James Faron
 Mr. Ken Howard
 Mr. Charles Pullium
 Mr. Gene Rovak

OTHERS PRESENT: *Mr. Carl Lumley, City Attorney*
 Mr. Paul Langdon, Director of Community Development
 Ms. Julie Lowery, Recording Secretary

2. UNFINISHED BUSINESS

A. Application #13-045: Text amendment to allow for drive-thru restaurant services on sites of less than three acres.

Applicant/Agent: Panera Bread Co.
3630 South Geyer Road, Suite 100
St. Louis, MO 63127

Representative: Stephen L. Kling, Jr.
Jenkins & Kling, P.C.
150 North Meramec Avenue, Suite 400
St. Louis, MO 63105

Mr. Stephen Kling, Jr., 150 N. Meramec Avenue, said they left from the last meeting with items to address and that is what they are prepared to do. Mr. Kling introduced people who were also going to speak: Mr. Jim Tusing with Panera Bread and Mr. David Hutkin with Hutkin Development. Mr. Kling went over the items and topics that were going to be discussed, which included the meeting with the residents, also the importance of maintaining the viability of the Ballas Road commercial corridor, in addition to questions that came up about need for the drive-thru, Graeser Road resident concerns, a concern that the need is just for this property, and some general comments.

Mr. David Hutkin, 10829 Olive Boulevard, Suite 200, said they met with the residents and discussed existing operations and impacts of a drive-thru. Mr. Hutkin said noise and trash, in current conditions, were discussed and are in process of being taken care of, as Panera management was also in attendance and not pleased to hear about this being such a problem.

As for cars wandering into the Balmoral subdivision, there is not much they can do, Mr. Hutkin said, but are willing to work with neighbors to present ideas to the city staff. There was concern voiced about possible noise emanating from a speaker box in the drive-thru, and Mr. Hutkin said there is sound mitigation techniques on the speaker box and are committed to using. Mr. Hutkin said as part of any conditional use permit process, they would be subject to a noise study at their expense. Mr. Hutkin said the study would identify any noise mitigation techniques that would reduce the sound of anything coming out of the speaker box in the drive-thru. Mr. Hutkin also said there are physical things that can be done as well, and explained that an opaque masonry wall can be erected, wood fencing, or landscaping can be placed in front of a fence to help deaden the sounds. Mr. Hutkin explained that the property owners and applicant understand that there can be no negative impact created as a result of a drive-thru. Mr. Hutkin said, should the text amendment pass and they are fortunate enough to come before the Commission with a conditional use permit; they would be in a position to improve the current conditions of the site and continue the commercial viability on Ballas Road.

Mr. Kling said there is a need for this drive-thru because there are large facilities in the area that would use this. Mr. Kling said they proposed a square footage limitation because the size of the development is very different from “fast-food”, so with a larger square footage it is limiting the potential clients in this market. Mr. Kling also said, Hutkin Development Company did take a look around the city and found at least 10-12 other properties that would meet the criteria under this proposed text amendment. This text amendment would provide a walkable element that the Comprehensive Plan suggests for the Town Center, Mr. Kling stated.

Chair Madden asked if they could have two windows instead of a speaker box. Mr. Jim Tusing, 671 Bluffs View Court, said they can talk with their design team and see what they can incorporate, however they want to do everything they can to not have the speaker blaring into the residential area. Mr. Tusing also said they are adjusting timeframes of deliveries and trash pick-up and looking into what can be done to accommodate the residents.

Mr. Hutkin said there is no reason the trash cannot be picked up at a later time. Mr. Hutkin also said he is aware the neighbors are against this proposal until they see a site plan, but procedure is the text amendment first. However, they would work with the neighbors on the site plan aspect if the text amendment is passed.

Mr. Jack Trout, 11955 Randy Drive, said he is opposed to the text amendment. Mr. Trout was concerned with the amount of parking that was going to be lost. Mr. Trout stated nobody he spoke with in his neighborhood is in favor of this proposal.

Mr. Joe Flaherty 11921 Rocky Drive, said he is opposed to Ballas Road being a commercial corridor. Mr. Flaherty said he is opposed to the proposal and wants protection from business done at Balmoral Plaza. Mr. Flaherty said the residents do not benefit from a drive-thru.

Mr. Langdon said the process at hand is to discuss a text amendment. Mr. Langdon said the reason why these discussions are focused around the Comprehensive Plan and the character of the city is so the decision on a text amendment does not become a referendum on a project. Mr. Langdon said this is potentially about establishing a new direction for the city in regards to drive-thru restaurants and even if it did get done they would face the full examination and

consequences of the conditional use permit process. Mr. Langdon stated if the Commission has changes they want to make, they need to be clear and specific.

Mr. Pullium asked about the Zoning Code and wanted to know how the public welfare is not served by the current zoning. Mr. Langdon said it is fair to say that there is probably no harm in the current zoning and that it is difficult to get a drive-thru restaurant. Mr. Langdon said the concern now being faced is that what was thought to be zoning that protects the community is soon not going to offer any protection at all because several three-acre sites are being assembled. Mr. Langdon said this question opens the door to solutions that may address other issues that will be faced in the near future. Mr. Langdon said while today the zoning is serving the community's interest, in a year from now the opinion will be completely different, because it does not offer any real protection. Mr. Langdon said he personally thinks a drive-thru can be integrated into a center without harming adjacent properties, not that it means any center, but it is possible and to not allow it based on arbitrary lot size does not accomplish anything.

Mr. Faron asked if there was an option to continue this discussion and look at refining the conditions or find a better solution for drive-thru restaurants, should it be considered to keep them within the city. Mr. Langdon said the decision could be delayed if they wanted more time.

Mr. Howard said he supports the Comprehensive Plan and this application does not support what the Comprehensive Plan promotes.

Mr. Kling said they asked that their application not be brought into the bigger scope of drive-thru restaurants all over the city and that their application was just for sites between two and three acres.

Mr. Carl Lumley, City Attorney, said there is an obligation to vote on what the applicant submitted and applied for. Mr. Lumley also pointed out that the current ordinance has to have three acres, have the space for at least 3 cars per drive-up window, also landscaping screening, and you cannot have any interference with site circulation. The application is saying reduce the acreage to two and for the slot of two to three acres there will be additional restrictions. Mr. Lumley said staff has taken it a different direction, which should be set aside for the moment, and just make a decision on the application.

Mr. Faron motioned to recommend approval of Application #13-045, for the text amendment to allow drive-thru restaurants on certain sites of two to three acres subject to the conditions contained in the draft ordinance prepared for the meeting of January 6, 2014. Chair called for a vote, with the resultant vote as follows:

Mr. Pullium – nay
Mr. Howard – nay

Mr. Rovak – aye
Mr. Carney – aye

Mr. Faron – nay
Chair - aye

3. **ADJOURNMENT**

There being no further business to come before the Planning and Zoning Commission, upon motion being made and duly seconded, the meeting was adjourned at 10:02 p.m.

Timothy Madden, Chair

Julie Lowery, Recording Secretary



**CITY OF CREVE COEUR - MINUTES
PLANNING AND ZONING COMMISSION MEETING
MONDAY, DECEMBER 16, 2013
7:00 P.M.**

A public hearing and regular meeting of the Planning and Zoning Commission of the City of Creve Coeur, Missouri was held on Monday, December 16, 2013, at the Creve Coeur Government Center, 300 North New Ballas Road. Chair Tim Madden called the meeting to order at 7:00 p.m.

MEMBERS PRESENT: **Mr. Tim Madden, Chair**
 Dr. Michael Barton
 Mr. Tim Carney
 Mr. James Faron
 Mr. Gene Rovak

OTHERS PRESENT: **Mr. Carl Lumley, City Attorney**
 Mr. Paul Langdon, Director of Community Development
 Ms. Whitney Kelly, AICP, City Planner
 Ms. Julie Lowery, Recording Secretary

2. NEW BUSINESS

A. PUBLIC HEARING

Application #13-045: Text amendment to allow for drive-thru restaurant services on sites of less than 3 acres.

Applicant: Panera Bread Co.
 3630 South Geyer Road, Suite 100
 St. Louis, MO 63127

Representative: Stephen L. Kling, Jr.
 Jenkins & Kling, P.C.
 150 North Meramec Avenue, Suite 400
 St. Louis, MO 63105

Mr. Stephen Kling, 150 North Meramec, said the application is asking to allow drive-thru restaurants on sites 3 acres or less. Mr. Kling explained the draft ordinance that staff prepared goes considerably beyond what the applicant requested, and applies to all properties not just those of 3 acres or less, but any size acreage. Mr. Kling said he does not feel that is appropriate to be joined on to this proceeding, and if the City wants to look at the requirements for 3 acres or more it should be separate.

Mr. Paul Langdon, Director of Community Development, said Mr. Kling is correct; staff did take the effort substantially beyond the initial application. Mr. Langdon said the concept seemed to have merit beyond 2-3 acres, but it is Panera's application and if the Commission wishes to pull it back and only consider what has been applied for, they should do that.

Mr. Rovak asked why it was being considered as a text amendment instead of a variance, being the application is so site specific. City Attorney, Carl Lumley, said he did not believe they would qualify for a hardship to add a drive-thru restaurant, but that the criteria can be applied to other properties.

Mr. Kling said Panera believes there is a need for a drive-thru to service the area, provided there are appropriate restrictions. Mr. Kling said there are 4 specific criteria that should be included in the proposed ordinance change. Mr. Kling said the first is the building must be at least two-stories in height and be designed for and used by a mix of at least two types of retail office and residential tenants with a continuous structure frontage of at least 200 feet. Second criteria, Mr. Kling said, is that the square footage for any individual food service or drinking establishment must exceed 4,500 square feet. Mr. Kling explained the 4,500 square feet was determined by Panera's experience with other municipalities. The third criteria, Mr. Kling explained, is no access shall be permitted to any minor subdivision streets, due to concerns from nearby residences they feel this is an appropriate requirement. Lastly, Mr. Kling said an opaque masonry barrier, earth berm, or heavy landscaping, which ever the Commission decides, should be located to block sight and noise issues along any residential zoned properties. Mr. Kling said he believes this text amendment promotes the goals of the Comprehensive Plan and it would not be a detriment to other properties and residents.

Mr. Henry Clouse, 626 Graeser Road, said the only thing that keeps drive-thru restaurants in check is the 3 acre lots they sit on. Mr. Clouse said these restaurant areas are kept clean but it is the people who live on side streets who get the litter and trash. Mr. Clouse is concerned with the traffic, noise, and trash.

Mr. Robert Kent, 13084 Ferntrails Lane, asked how many other sites meet this requirement, how does traffic compare with this type of site with banks, what is the drive-thru bank acreage requirement and is it the same as restaurants?

Ms. Linda Rezny, 104 Graeser Acres, said she would like to see what was leaving the 3-acre requirement, since without that Chick-fil-a, with 200 ft building, could have been put on my corner and another drive thru could go on the other side of the street. Ms. Rezny believes this drive-thru is not needed as there already places to eat. Ms. Rezny asked what kind of a city does the Commission want Creve Coeur to be, just someplace that somebody passes through on their way to doing something else or a place that they would actually like to live?

Mr. Joe Flattery, 11921 Rocky Drive, said he lives right behind the Panera. Mr. Flattery said there is not enough signage telling people where to go into Panera. Mr. Flattery said there are 35-55 cars a day that pull into Balmoral subdivision and pull into his driveway or the driveway across the street to turn around. Mr. Flattery expressed concerns he has with safety, noise, and trash.

Mr. Harry Eggleston, 11920 Rocky Drive, said he lives right behind Panera as well. Mr. Eggleston agrees with Mr. Flattery and also said he has concerns with smells coming from the restaurant. Mr. Eggleston said he would like to see projections on how many people they expect to see through the drive-thru and peak times. Mr. Eggleston does not believe this site is large enough for a drive-thru.

Mr. Scott Sanders, 508 Randy Drive, said there is no need to add a drive-thru to this store. Mr. Sanders said if there is an additional market that Panera wants to capture they should buy another piece of property and open a store elsewhere.

Mr. Langdon said the thing that makes Creve Coeur distinctive is that there is only one fast food drive-thru in a thriving commercial area, and said the 3 acre requirement is largely responsible for that. Mr. Langdon explained how the 3 acre lot requirement works and also explained the way the ordinance reads. Mr. Langdon showed a concept plan and showed examples of where drive-thru restaurants would work. Mr. Langdon said the 3 acre requirement does not insulate from drive-thru restaurants. Mr. Langdon said if the city is not comfortable with drive-thru restaurants then there should be a text amendment put in place to not allow them. Lastly, Mr. Langdon addressed banks and their volume. Mr. Langdon said bank volumes are different because they experience a lot of traffic over the course of the day. Mr. Langdon said the intensity of the peak times is what changes. In conclusion, Mr. Langdon said the draft ordinance that was put forth versus what the applicant is seeking is more restrictive. Mr. Langdon said the applicant still owns the process and they are the ones that requested this, so if the Commission wants to forge ahead in a direction that they are not comfortable with, the applicant can withdraw. The Commission can also move forward with this application, with limitations.

Chair Madden asked what other sites this text amendment applies to, and Mr. Langdon said as they sit today, none, but redevelopment makes anything possible.

Mr. Langdon asked Mr. Kling to address the comments about this being a compelling need. Mr. Kling said the area has a submarket and these people already come to Panera, but now they could come and drive-thru making it beneficial for them and the applicant.

Mr. Jim Tusing, 671 Bluffs View Court, said currently this location does about 50% café dine-in business and 50% carry-out business. Mr. Tusing said typically they see at least 25% of that business switch to drive-thru and an additional 10% in sales. Mr. Tusing said it is an increase, but it is during standard peak times. Mr. Tusing said Panera would be more than willing to meet with the community and the neighbors around them to come up with solutions to their concerns and issues.

Mr. David Hutkin, 10829 Olive Boulevard, said they neglected to say they are not looking to negatively impact their residential neighbors. Mr. Hutkin said they are willing to conduct a noise study and look at delivery time schedules. Mr. Hutkin said it may seem counterintuitive, but drive-thru restaurants do free up parking lot space. Mr. Hutkin said they want to work with the Commission and Council to reach their goal.

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

(This ends the Public Hearing; see verbatim transcript for further information)

Mr. Lumley said if there is any inclination to limit the initial consideration, he urges the Commission to continue the matter and let them present an ordinance with some of their refinements but is more focused in that regard. Mr. Lumley said if they wanted staff to pursue a larger picture than they could do that as indicated.

Mr. Rovak motioned to continue Application #13-045, to the meeting of January 6, 2014 to allow staff time to draft the ordinance with 2-3 acre scope. Mr. Carney seconded the motion with the resultant vote as follows:

Dr. Barton – aye
Mr. Rovak – aye

Mr. Carney – aye
Chair - aye

Mr. Faron – aye

3. **ADJOURNMENT**

There being no further business to come before the Planning and Zoning Commission, upon motion being made and duly seconded, the meeting was adjourned at 8:34 p.m.

Timothy Madden, Chair

Julie Lowery, Recording Secretary

PLANNING AND ZONING COMMISSION PUBLIC HEARING

CITY OF CREVE COEUR, MISSOURI

300 NORTH NEW BALLAS ROAD

MONDAY, DECEMBER 16, 2013

7:00 P.M.

THOSE IN ATTENDANCE:

Mr. Tim Madden, Chairman

Mr. Michael Barton

Mr. Tim Carney

Mr. James Faron

Mr. Gene Rovak

Mr. Carl Lumley, City Attorney

Mr. Paul Langdon, Director of Community Development

Ms. Whitney Kelly, City Planner

Ms. Julie Lowery, Recording Secretary

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4772 Gatesbury Drive
St. Louis, MO 63128
(314) 487-2259

1 CHAIRMAN MADDEN: Good evening.

2 I'd like to call to order the Planning Zoning
3 Commission for the City of Creve Coeur, Missouri for
4 Monday, December 16th, 2013.

5 We'll start with roll.

6 Dr. Barton?

7 MR. BARTON: Present.

8 CHAIRMAN MADDEN: Mr. Carney?

9 MR. CARNEY: Present.

10 CHAIRMAN MADDEN: Mr. Faron?

11 MR. FARON: Present.

12 CHAIRMAN MADDEN: I don't see Mr. Howard.

13 I don't see Mr. Pullium.

14 Mr. Rovak?

15 MR. ROVAK: Present.

16 CHAIRMAN MADDEN: Mr. Lumley, our City Attorney?

17 MR. LUMLEY: Present.

18 CHAIRMAN MADDEN: Paul Langdon, our Director of
19 Community Development?

20 MR. LANGDON: Present.

21 CHAIRMAN MADDEN: Whitney Kelly, our City
22 Planner?

23 MS. KELLY: Present.

24 CHAIRMAN MADDEN: And, Julie Lowery, our
25 Recording Secretary?

1 MS. LOWERY: Present.

2 CHAIRMAN MADDEN: So we'll move to new business.

3 It's a public hearing. Application No. 13-045:
4 Text amendment to allow for drive-thru restaurant services
5 on sites of less than 3 acres.

6 Anybody that's going to be coming up to speak,
7 involved in this or whatever, please come up and be sworn
8 in.

9 VOICE IN AUDIENCE: Speak in favor of?

10 CHAIRMAN MADDEN: Speaking for or against, and
11 whether you're involved with it or you're just a citizen,
12 please come up and be sworn in or -- so you can speak
13 later.

14 (The speakers were sworn in by the court
15 reporter.)

16 CHAIRMAN MADDEN: And, Mr. Kling, you're on.

17 MR. KLING: Thank you.

18 I think Mr. Langdon wants to make a preliminary
19 comment.

20 You want me to go ahead? All right.

21 Good evening. For the record, my name is
22 Stephen L. Kling, Jr, and I'm an attorney with Jenkins &
23 Kling, P.C. with offices at 150 North Meramec Avenue,
24 Clayton, Missouri 63105.

25 And I'm here tonight representing Panera Bread,

1 LLC, who's the applicant in this proceeding.

2 Panera currently leases space at 443 North New
3 Ballas Road in Creve Coeur and has been there for quite
4 some time.

5 And tonight I have with me a representative of
6 Panera, Mr. Jim Tusing, along with a representative of the
7 property owner, Mr. David Hutkin.

8 And Panera's request is for a text amendment to
9 amend 405.470.14 to allow drive-thru services for
10 restaurants on properties of at least 2 acres, but less
11 than 3 acres, and it's currently written the drive-thrus
12 are not allowed on properties on less than 3 acres.

13 I have a preliminary matter I'd like to bring
14 up.

15 The application, as we submitted, is just as I
16 described it, it is for to create a provision that would
17 allow drive-thrus for restaurants on properties that were
18 2 acres, but less than 3 acres.

19 We noted in the staff report that the report and
20 the proposed ordinance go considerably beyond what the
21 applicant requested. In fact, apply to all properties,
22 not just those greater than 2 acres and greater and less
23 than 3, but any size acreage. And we have talked to the
24 city staff about that and believe that that is not
25 appropriate to be joined on to this particular proceeding;

1 that if the City wants to engage in looking at the
2 requirements for 3 -- 3 acres or more, that's kind of a
3 separate issue, as opposed to what we're actually applying
4 for.

5 There's a lot of people that may own properties
6 of 3 acres that, quite frankly, wouldn't have been
7 notified by the notices that went out that this would
8 apply to them.

9 And I'll let Mr. Langdon chime in here, but our
10 request is to strictly ask you to consider what we have
11 applied for and the specific provisions and to have some
12 interchange on that particular -- our particular
13 application.

14 CHAIRMAN MADDEN: Paul.

15 MR. LANGDON: Mr. Kling describes it accurately.
16 We did take the whole effort a little -- well,
17 substantially beyond the initial application.

18 The -- the concept seemed to have merit beyond
19 just 2 to 3 acres. But, on the other hand, it is their
20 application.

21 If the Commission wishes to pull it back and
22 only consider what's been applied for, then, certainly,
23 you know, you should do that, because that is the
24 application in front of you.

25 If you want to take it to the level that -- that

1 we have proposed, I think in -- in all likelihood the
2 applicant may ask for an immediate continuance, if not a
3 complete withdrawal, since it doesn't really represent
4 what they're trying to accomplish.

5 But, in -- in any matter where we think that
6 something can be accomplished by going further, we will
7 always look to do that, but really we're not driving this
8 bus.

9 It's really between the applicant and the P&Z to
10 establish the scope. We're just showing you what we think
11 can also be done.

12 If you wish to pull it back, we will adjust and
13 work with it in that context.

14 MR. KLING: And let me add, if I can, that the
15 applicant -- we're not saying never discuss, but if you
16 want to bring it back in a separate proceeding, these
17 other issues, we're not asking you not to do that, we just
18 don't believe it's appropriate to couple it with this
19 application.

20 MR. LUMLEY: Well, if there's no opposition to
21 what they're asking for, I'd suggest you stick to the
22 scope of the application.

23 CHAIRMAN MADDEN: Okay. Does anybody -- Gene.

24 MR. ROVAK: Well, I have a question.

25 MR. FARON: Yeah, I have a question too.

1 Go ahead.

2 MR. ROVAK: Maybe this is too general of a
3 question.

4 But assuming we do stick just to the
5 application, then I guess I have to ask why is it being
6 considered as a text amendment rather than an application
7 and later on a -- a variance at a Board of Adjustment?

8 In other words, it's so specifically worded to
9 only apply to this particular site, and I don't know that
10 that's a bad thing, but then if it actually rules out --
11 if it's worded so narrowly to be on Ballas, on this, so
12 many descriptors that completely limit it to this
13 particular site, then why not an application and a request
14 for a variance, unless for legal reasons that can't be
15 done.

16 It seems we're looking at something that's
17 completely then site specific.

18 So what is to be gained? Why are we looking at
19 a text -- request for a text amendment?

20 MR. LUMLEY: Well, I don't know that they could
21 qualify for a hardship to add a drive-thru to a
22 restaurant.

23 But I also think they've endeavored to propose
24 criteria that would not just apply to them, but would
25 apply to other properties.

1 MR. ROVAK: It's --

2 MR. LUMLEY: I don't think it specifies being on
3 Ballas, for example.

4 MR. KLING: No, that's not in there.

5 MR. LUMLEY: So I mean some of the criteria are
6 fairly specific, but they certainly can apply to other
7 properties besides this one.

8 MR. ROVAK: Oh, I thought it did say Ballas.

9 MR. LUMLEY: I don't believe so.

10 MR. ROVAK: I thought -- it seemed to be
11 saying --

12 MR. KLING: There's a description in the
13 preliminaries that talks about --

14 MR. ROVAK: So that's in the preliminary. Okay.
15 That was just a site description, that was not --

16 MR. KLING: Correct.

17 MR. ROVAK: -- their request in the text --

18 MR. KLING: Correct.

19 MR. ROVAK: -- amendment? Okay. Oh, I'll stand
20 corrected then.

21 MR. FARON: Well --

22 CHAIRMAN MADDEN: Mr. Faron.

23 MR. FARON: -- with those -- with those
24 recommendations or your attempt would up -- would be up
25 to 3 acres, you want to separate that from the existing --

1 you know, the existing ordinance that states, you know,
2 3 acres and above, this is what we're going to be
3 following, you don't want to be bundled in with that
4 beyond 3 acres, you want a separate ordinance or amendment
5 here that's going to just go up to 3 acres with the
6 additional things you've added, and just -- that would be
7 your application -- your --

8 MR. KLING: Yes, and we believe there's a reason
9 for that.

10 We believe that there are specific restrictions
11 that can be built in because we know there are some
12 concerns with the smaller site, so we think that it is
13 distinguishable with respect to larger sites, and we've
14 attempted that way.

15 And let me add that Panera is not a novice with
16 respect to this type of application, so they have a lot of
17 resource and knowledge in dealing with a lot of
18 municipalities as to what the issues are.

19 MR. FARON: Well, I know in Des Peres they have
20 a similar situation that I've frequented on occasion, so
21 I -- I would think it's in that line of, I guess,
22 development and project.

23 But, turning to staff, we are now saying that
24 beyond their application, we want to bundle that or would
25 like to and include what they're saying with the 3 acres

1 and above; that that is going to change what we state now,
2 or it's just going to allow 2 acres and above for what we
3 have now, and we consider the recommendations or the, you
4 know, the additional items that they're saying for their
5 project specifically?

6 MR. LANGDON: Well, yes and no.

7 What we did was take the listed criteria that
8 they proposed, we modified them a little bit so that they
9 were a little more broadly applicable to other properties,
10 and then suggested that they could be used throughout the
11 city, rather than just on properties of 2 -- up to
12 3 acres.

13 So it isn't exactly one or the other, it's kind
14 of a hybrid approach. But as I said, that's -- that's our
15 observation of how this amendment could be taken further
16 to -- to effect even more change.

17 If -- if you agree with the applicant that
18 that's overreaching, at least for the time being, then,
19 you know, that's fine, we'll pull back to the original
20 request and worry about properties over 3 acres another
21 day.

22 MR. FARON: I think maybe the concern would be
23 if the -- a future applicant, say, is looking at 3 acres
24 or more, they're going to make an attempt like the
25 previous -- the other applicants in the past have done and

1 with these additional requirements, would those be
2 applicable to a 3 acre or larger lot?

3 I guess residents and citizens would probably
4 would be concerned, if we would agree to do this, would
5 that allow a, say, Chick-fil-A attempt to come in under
6 3 acres?

7 MR. LANGDON: If -- if the application is
8 approved as requested, is that what you're asking?

9 MR. FARON: Probably. I'm probably putting
10 the --

11 MR. LANGDON: Yeah, I mean we're --

12 MR. FARON: -- in front of the --

13 MR. LANGDON: -- sort of jumping into the heart
14 of the matter here --

15 MR. FARON: Right.

16 MR. LANGDON: -- but the request, other than
17 using or allowing a smaller site, is actually far more
18 restrictive than the current standard, which says you have
19 to have 3 acres, but beyond that, it's subject to a
20 case-by-case analysis and our conditional use permit.

21 So, yes, if approved, this amendment would open
22 up, potentially, 2-acre sites to a fast food drive-thru,
23 that's the whole point of the request.

24 On the other hand, it's subject to minimum
25 standards, which are much greater than the minimum

1 standards that are, frankly, zero for sites of 3 acres or
2 more, as the ordinance exist today.

3 MR. FARON: And the CUP definitely?

4 MR. LANGDON: The CUP stands no matter what.
5 That's -- that's a common element, and there's always the
6 ability of the -- the Commission and Council to approve
7 subject to conditions under a CUP that would address site
8 specific concerns. That always is there.

9 What our ordinance does is establish certain
10 minimums that must be met. They're not subjective.
11 They're not variable. They must be met.

12 Right now there are no minimum standards for
13 fast food drive-thrus other than 3 acres. There are no
14 other minimum standards.

15 Their proposal is to go down to 2 acres, but
16 then bring in several minimum standards that would --
17 would certainly put a fairly fine filter on 2-acre sites
18 trying to -- to put in a fast food drive-thru.

19 CHAIRMAN MADDEN: Mr. Lumley.

20 MR. LUMLEY: One further.

21 The proposed standards would not allow the
22 traditional standalone fast food restaurant because it
23 requires, you know, two-story building with mix of uses
24 and 200 feet of frontage, and then -- so, specifically,
25 what you would envision as Chick-fil-A Restaurant would

1 not be allowed.

2 MR. FARON: Right.

3 MR. LUMLEY: It could be part of a -- a strip
4 mall, for lack of a better word, but not your standard,
5 what you -- what you normally would see.

6 MR. FARON: Unless it's 3 acres or more and then
7 subject to CUP under 3, then it has --

8 MR. LUMLEY: Right.

9 MR. FARON: -- these additional requirements,
10 which would make it extremely difficult to --

11 MR. LUMLEY: Right.

12 MR. FARON: -- probably move forward on a
13 project like that.

14 MR. LANGDON: Mr. Chair, if I may.

15 I think, because it's happening anyway, that I
16 would suggest you allow the applicant and the staff to
17 make their presentations, hear from the public, and then
18 you'll have a broad sense of -- of opinion.

19 We know that the applicant is not comfortable
20 with the current draft, and that's fine, that's
21 established.

22 You know, we -- we all have points to make, and
23 then you, as the Commission, will have all, hopefully, the
24 facts in front of you to decide what you want to do.

25 If you want to proceed with the application as

1 requested, then fine. If you want to expand it to more
2 the staff suggested, then fine. If there's something else
3 that emerges after you've heard everything, then you'll
4 still have that opportunity as well.

5 Because, obviously, you know, you're looking for
6 some basis on which to make a decision here, well, that's
7 what we're here to do is provide you that basis, so
8 perhaps you should do that first.

9 CHAIRMAN MADDEN: Want to proceed, Mr. Kling?

10 MR. KLING: Certainly. It's not a long
11 presentation so.

12 CHAIRMAN MADDEN: Okay.

13 MR. KLING: Thank you.

14 Obviously, you have the application in front of
15 you as part of your packet. I will refer to it as I go
16 through.

17 But as a general matter, Panera believes that
18 there's a specific need for drive-thrus for high-quality
19 restaurants. The service, what we call the considerable
20 medical and commercial submarket that kind of permeates
21 the -- the heart of Creve Coeur, the middle of Creve
22 Coeur, there's really no properties anywhere around those
23 areas that would allow this type of use to service those
24 areas, and Panera has a history of looking at areas and
25 determining, you know, locating in areas where people --

1 there's going to be a lot of users that are interested in
2 buying their product, and we're trying to come up with
3 something that would help service that submarket.

4 Obviously, provide the appropriate restrictions
5 on the -- on particular conditional use.

6 Specifically, Panera is requesting that the
7 ordinance be amended to allow drive-thrus for restaurants
8 on properties, as we've mentioned, they're 2 acres or
9 more, but less than 3 acres.

10 Attached to the application was a redline that I
11 provided, which showed the specific criteria that we
12 suggested be included in a proposed ordinance change.

13 I'd like to walk through those four criteria, if
14 I could, because they are significant, and they are --
15 they do go to the heart of the application.

16 But first, as previously mentioned, the site
17 must be at least two stories in height and be designed for
18 and used by a mix of at least two types of retail office
19 and residential tenants with a continuous structure
20 frontage of at least 200 feet.

21 So we're trying to have a concept where this is
22 part of a larger development and that fits in, it's not a
23 standalone fast food, because we know that's, obviously,
24 an issue.

25 Panera's been in front of other boards and other

1 municipalities and states and knows that's an issue. So
2 that's one of the reasons there.

3 The second proposal that we had that was not in
4 the more generalized ordinance that you have was that the
5 square footage for any individual food service or drinking
6 establishment must exceed 4,500 square feet.

7 And we didn't really pull that out of the air.
8 That is a number that Panera has experience with and
9 specific concerns of other municipalities about fast
10 foods, because fast food restaurants generally go in the
11 1500 to 3,035 square foot range.

12 They aren't going to go up to that large of a
13 size, so that was the rationale behind that, and, again,
14 that came out of other approved applications in other
15 municipalities.

16 The staff noted that they're not sure that's
17 necessary, but, again, that was part of our initial
18 application.

19 Third, no access shall be permitted to any minor
20 subdivision streets. Obviously, we know there's a concern
21 with the nearby residences, and we thought that would be
22 an appropriate requirement.

23 And, fourth, an opaque masonry barrier, earth
24 berm or heavy landscaping, as determined by the
25 Commission, taking into consideration, topography,

1 sightlines and other relevant circumstances for noise and
2 site abatement shall be located and maintained between
3 that drive-up facility and the -- any adjacent
4 residential-zoned properties.

5 So those were the four requirements that we
6 suggested that would make this -- any kind of application
7 for a drive-thru be subject to a pretty fairly strict
8 scrutiny, so it wouldn't be harmful or it wouldn't be
9 perceived to be of concern to residents, of concern to
10 nearby businesses. It was specifically designed to be
11 friendly, to not be intrusive. So that was the reasoning
12 and the rationale behind those specific provisions.

13 Panera believes that this request will better
14 serve that submarket that's in -- along Ballas Road, maybe
15 that's, Mr. Rovak, where you read that, there was a
16 description of that --

17 MR. ROVAK: Okay.

18 MR. KLING: -- we all know there is a very large
19 medical market in that area along with commercial uses.

20 Panera believes the request will allow
21 drive-thrus, but only in appropriate circumstances and not
22 detriment to other properties and residents.

23 We also believe the text amendment promotes the
24 goals of the Comprehensive Plan. And I believe this was
25 noted in the staff report as well.

1 And, accordingly, we'd ask you to recommend this
2 application.

3 And I would be happy to answer any questions
4 that you have.

5 CHAIRMAN MADDEN: Questions for Mr. Kling?

6 Mr. --

7 MR. ROVAK: No.

8 VOICE IN AUDIENCE: Questions from the audience?

9 CHAIRMAN MADDEN: Not yet. You'll get your
10 shot. Don't worry.

11 Anybody have any questions? Okay.

12 MR. KLING: Thank you.

13 CHAIRMAN MADDEN: You guys want to go next or
14 audience?

15 MR. LANGDON: Doesn't matter to me.

16 CHAIRMAN MADDEN: Okay. Let's start with the
17 people in the audience.

18 The ones that filled out cards, and that doesn't
19 mean you had to fill one out, but I'll call them first.

20 Henry Clouse.

21 HENRY CLOUSE: Henry Clouse, 626 Graeser Road.

22 Let's get one thing straight. The only thing
23 that keeps these drive-thru restaurants in check are the 3
24 acres.

25 Areas around -- areas in the drive -- in these

1 drive-thru restaurants and things are kept clean, but it's
2 the people that live on the sidestreets like Mosley,
3 Graeser Road, Spoede, we're the ones that's going to get
4 the trash. Us that live along those roads. Now the
5 people that live off side of them are not going to get the
6 trash. We are going to get the trash. I'm already
7 picking up McDonald's wrappers and cups from the filling
8 station for soda drinks in my front yard cause I live on
9 Graeser Road.

10 The thing -- three things you have to keep in
11 mind with these drive-thru restaurants, you're going to --
12 what's going to happen to Spoede, Graeser and Mosley is
13 what I call TNT, traffic, noise and trash. That's what
14 we're going to have to be putting up with, the people that
15 live on those roads.

16 Right now the City doesn't do street cleaning,
17 and I doubt if they're going to put any money into street
18 cleaning equipment in order to keep these streets clean.

19 All the people that live along these roads, and
20 they're not going to want to be going out there on Friday,
21 Saturday and Sunday morning picking up trash.

22 Thank you.

23 CHAIRMAN MADDEN: Thank you.

24 Robert Kent.

25 ROBERT KENT: Good evening, gentlemen. Robert

1 Kent, 13084 Fern Trails Lane.

2 I just had three or four questions.

3 How many other sites would meet this
4 requirement?

5 And how does the traffic compare with this type
6 of site with banks? God knows, we have about seventeen
7 west of 270. We do have one or two drive-thru banks in --
8 in our ward.

9 So I'd be interested in knowing how the traffic
10 compares with that.

11 Another question is is what is the drive-thru
12 bank -- bank acreage requirement? Is it the same as
13 restaurants?

14 And would this affect the Fresh Market, if they
15 decided to put in a drive-thru or amend their approved
16 application and put in a drive-thru?

17 So those were the four questions that I had.

18 Thank you very much.

19 CHAIRMAN MADDEN: Thank you.

20 Linda Rezny.

21 LINDA REZNY: Linda Rezny, 104 Graeser Acres.

22 What I would like to see was leaving the 3-acre
23 requirement, and thank you, Mr. Faron, for pointing out
24 that this could have been Chick-fil-A.

25 Originally the Chick-fil-A was freestanding, but

1 they had planned for a bank building and an office
2 building. If that had been reconfigured into one 200-foot
3 building, and there's enough room there to have done that,
4 they could have built this on my corner.

5 In fact, there needs to be redevelopment at the
6 south corner there, and why would they want to redevelop
7 that single-story piece of property as another
8 single-story they -- and they don't have 3 acres there,
9 they have 2. They could put in a 200-foot building, and
10 we could have another drive-thru on the other side of the
11 street.

12 The question is what does Creve Coeur want to
13 be? Does it want to be a city with an attractive
14 ambience? I've heard for years how they don't want to be
15 Manchester, and I think one of the things that they abhor
16 about Manchester are the number of fast food restaurants
17 that are available there.

18 There are other places for these people who are
19 working for the medical places and for CityPlace to go and
20 eat right now, which is where they are eating.

21 It's -- so the question is they're not starving.
22 It's not that we're providing a service for those people
23 to eat, since they already have some other place to eat,
24 for example, the restaurants in the medical buildings,
25 their food court kind of places.

1 The -- the question is what kind of City does
2 Creve Coeur want to be.

3 And banks were also brought up. Banks do have
4 drive-thrus. They don't have sales tax. You don't have
5 control over how many banks put themselves in.

6 You do have, right now, control over how many
7 fast food places. At least when somebody goes to the
8 bank, they have money and they might spend that money by
9 going someplace and actually buying something more than a
10 hamburger. But when you have a fast food place, is this
11 somebody transient, in a hurry, they are not likely to
12 spend on high-ticket items, and so the real question is
13 where -- what kind of a city do you want Creve Coeur to
14 be. Just someplace that somebody passes through on their
15 way to doing something else or a place that they would
16 actually like to be. And also a place where people who
17 are already living there would like to stay.

18 And when they want to move, a place that
19 somebody would like to buy.

20 Thank you.

21 CHAIRMAN MADDEN: Thank you.

22 Okay. Anybody in the audience?

23 Yes, sir.

24 That's okay.

25 JOE FLATERY: Hi, my name's Joe Flatery. I live

1 at 11921 Rocky Drive. This is the first house on the
2 right when you come in to Balmoral Subdivision immediately
3 behind the Panera.

4 I understand why Panera wants to do it. I'm in
5 the development business and, you know, I -- I understand
6 why they want to do it. I think there's some inherent
7 problems with the existing Panera right now.

8 One of the biggest problems that we do have in
9 Balmoral Subdivision is there's -- there's not enough
10 signage telling people where to go into Panera.

11 There's approximately 35 to 55 cars a day that
12 pull into Balmoral Subdivision and pull in my driveway or
13 pull in the driveway across the street or make illegal
14 U-turns and turn around where Rocky and Randy meet to exit
15 the subdivision and leave.

16 I have a seven-year-old child. He plays out
17 there. These people are in a hurry. They've missed their
18 turn. They're speeding up the street. Not counting
19 the -- the noise and the safety issue, that is a big issue
20 with the increased traffic with the drive-thru, people
21 trying to hit the drive-thru quickly to get something to
22 eat. I see that only escalating the problem there.

23 I look out my window. I see Panera. There is
24 no -- there are trees there, but there's no leaves on the
25 trees right now. I see everything that goes on there.

1 There's no sound wall. I would imagine, from having a
2 little bit of background in development, that their
3 drive-thru will wrap the building, which means I'll be
4 having speaker boxes in my backyard.

5 Currently their trash enclosures are pushed up
6 to the back of Panera. Those trash enclosures are going
7 to have to move back to the retaining wall between the
8 edge of my property and Mr. Hutkin's development right
9 there. That trash -- that trash does stink.

10 They have deliveries that start before
11 five o'clock in the morning. I imagine with the increased
12 sales, the deliveries will increase, the noise factor with
13 additional speaker boxes, additional deliveries,
14 additional trash pickup will only increase affecting the
15 people that are immediately -- live in Balmoral
16 Subdivision that back up to the existing Panera.

17 The other thing that does happen because of the
18 Panera's location is that parking lot is very full.
19 There's people that actually park on Rocky Drive during
20 the lunch hour, which is against the Traffic Code of Creve
21 Coeur. It is stated in the Traffic Code that there is no
22 parking on Rocky Drive. That's not policed by Creve Coeur
23 or by Panera or the shopping center owner. There are cars
24 parked in Balmoral Subdivision during lunch hour and
25 people walk over the berm to go to Panera.

1 Well, you know, with those -- with those items,
2 you know, the other problem is trash. People, in the
3 nicer parts of the year, they walk -- they'll get their --
4 their coffees or their bagels and they walk around.

5 I'm picking trash up in my front yard three to
6 four times a week that is Panera-related.

7 I just wanted to point that out to the Council.

8 Thanks for your time.

9 CHAIRMAN MADDEN: Thank you.

10 Anybody else?

11 HARRY EGGELESTON: I'm Harry Eggleston. I live
12 right behind this two-story strip mall.

13 I wonder if this is going to bring a different
14 kind of customer there. And I would echo a lot what he
15 says. The deliveries are not at four or five or six in
16 the morning, they're sometimes at three in the morning.

17 And as our good person said over here, it's not
18 only traffic, noise and litter, it's -- it's also smell.

19 Now, some of the smells are not bad. It's -- we
20 kind of get a little aroma therapy there. And I do like
21 some of their products, but it's a little like Yogi Berra
22 said, it's -- some people don't go there anymore because
23 it's so busy.

24 And as he said, there's so much traffic there,
25 you all ought to think about a mandate that they ought to

1 have increased parking there. And because of the parking
2 problem, as he said, more traffic comes to our
3 subdivision. And as he said, people come up that road,
4 turn around and go back out. And I'm glad he brought that
5 up. I thought I was maybe the only one that saw that.

6 We ought to have some projections, or maybe you,
7 as the P&Z, ought to ask for their projections on how many
8 people they expect to see through -- through this
9 drive-thru and what is the peak time of when they're going
10 to have them.

11 This is all very amorphous and very fuzzy about
12 how many people they're going to have through there and
13 when, because it's going to impact this whole area.

14 And I think there's a very good reason why we
15 had 3 acres instead of 2. I just don't think there's room
16 in there, and I walk through there in the morning and at
17 night, and just seems to me why we don't have any pictures
18 up here what it's going to look like, because it's pretty
19 tight back there.

20 And pretty much everything he said back there,
21 99 percent is true, and I may be his neighbor by two,
22 three houses to the left, as you look right at his house,
23 and he really does get a -- a real shot of all this.

24 Are they going to be issued a liquor license
25 down the road? I don't think that's maybe up to this

1 Board or not or the City, but Chipotle has a liquor
2 license.

3 Litter control is going to be a real, real big
4 problem. But this turning around problem is going to be a
5 huge problem for our subdivision.

6 If they're going to have a drive-thru, maybe
7 they ought to be charged with some of the litter control
8 in our subdivision.

9 And the safety issue is a huge problem because
10 there are a lot of children in the subdivision, not as
11 many as there probably should be.

12 But there are a lot of issues, and I hope that
13 you take them all into account, and I think there's a real
14 reason why we need 3 acres instead of 2.

15 And I guess my time is just about up.

16 Thank you for hearing my point of view.

17 CHAIRMAN MADDEN: Thank you.

18 Anybody else?

19 SCOTT SANDERS: Yeah, good evening.

20 Scott Sanders, 508 Randy Drive.

21 You know, besides the -- besides the people
22 you've heard who have spoken up and, you know, not one of
23 them believes that this drive-thru is a good idea.

24 I do want to address one of the points that --
25 is it Mr. Kling -- am I getting it -- yeah -- that

1 Mr. Kling made, and that is when he even started off he
2 stated that there is a compelling need for a drive-thru.

3 Well, I'm going to -- I'm going to strongly
4 disagree with that -- with that assertion because the
5 Panera Bread store is already there and it's already
6 serving the market. There's no compelling need to add a
7 drive-thru to that store, okay.

8 If there is -- if there is additional market
9 that Panera wants to capture, let them buy another piece
10 of property and open a store elsewhere within the city
11 within the -- within the vicinity of all the
12 medical/dental buildings. Let him even buy a space within
13 one of those buildings and open up an additional store.

14 There's -- there's no compelling need for any
15 drive-thru.

16 All right. Thank you.

17 CHAIRMAN MADDEN: Thank you.

18 Is there anybody else? Okay.

19 You guys want to go?

20 MR. LANGDON: Yeah.

21 Good evening, Mr. Chair, Members of the
22 Commission. My name is Paul Langdon, Director of
23 Community Development for the City.

24 We've been looking at this issue on and off for
25 a long time. I think the City has considered it one of

1 the things that makes Creve Coeur distinctive; that we
2 have a thriving commercial area and yet we have only one
3 fast food drive-thru. And I would say that the 3-acre
4 requirement is largely responsible for that.

5 One of the things that I think has emerged over
6 the past several years though is how does that 3-acre
7 requirement work, because, as everybody knows, a couple of
8 fast food restaurants, Chick-fil-A in particular, to name
9 one, but they're not the only one, are trying very hard to
10 crack the Olive Boulevard/Ballas Road marketplace.

11 And the question was always, well, how did
12 McDonald's get in because they don't sit on a 3-acre lot,
13 and the old McDonald's, the one right next to it, did not
14 sit on a 3-acre lot.

15 Now, the way the ordinance reads is that terms,
16 parcel, lot, plot, site are all synonymous within the
17 Zoning Code. It's all a contextual application of the
18 word.

19 The change to the 3 acres predates all of you on
20 the Commission, me on the staff, Mr. Lumley, City
21 Attorney. I have read the record of that amendment. It
22 doesn't provide a lot of guidance, but the closest that I
23 can tell, the application was meant to be a -- a property
24 of 3 acres, but not exclusively to the restaurant.

25 What that means is that the restaurant was

1 intended to be part of something larger. That the
2 standalone, just a restaurant on just its own lot doing
3 its own thing, was not in the -- the original objectives.

4 It was meant to be something that was
5 coordinated; had a coordinated appearance; had coordinated
6 access; it was meant to function with a larger hole.

7 And in doing that, some of those concerns about
8 esthetic and traffic management would be addressed, and we
9 would not end up with the -- the conditions that -- that
10 we were trying to avoid.

11 I think this is what we were trying to avoid.
12 This is not Manchester Road. But we've all been down
13 those strips of -- of urban highway and seen that kind of
14 situation.

15 That's what we don't want. So we have the
16 situation where you have to assemble 3 acres. Don't
17 necessarily have to give the entire 3 acres to the
18 restaurant.

19 That doesn't mean that you still can make it
20 work. And I would provide, as an example, a project which
21 has not been built. I don't know if it will ever be
22 built. We certainly hope that the property owner is
23 successful.

24 This is a piece of land in Creve Coeur where of
25 the 5 acres at least half of it is water. It faces Olive

1 Boulevard. It will never be more in terms of buildable
2 area what you see there. This is an approved concept
3 plan.

4 The building on the left is a bank with multiple
5 drive-thru lanes, and the building on the right is a fast
6 food drive-thru, freestanding drive-thru restaurant. It
7 meets the 3-acre requirement, but you still end up in the
8 place that we did not want to end up.

9 We had another project come into the City, which
10 is now defunct. Olive Boulevard. It'd be interesting to
11 look at these buildings. All put together there's more
12 than 3 acres here. That's a fast food drive-thru; that's
13 a fast food drive-thru and that's a bank. They had
14 another plan where this building was shifted back and some
15 parking was eliminated, so that you could even go around
16 this building and put another fast food drive-thru.

17 So on one property that met the 3-acre
18 requirement, you could accomplish four fast food
19 drive-thrus -- three, sorry, plus a bank.

20 So to think that 3 acres insulates the City
21 forever from fast food drive-thrus is a misunderstanding
22 of how the Code works.

23 The market has simply not understood the
24 opportunity that is there. The market is beginning to
25 understand.

1 You have to take my word for it, but I can tell
2 you that we have met with multiple property owners in the
3 last several years who understand that requirement. They
4 are starting to assemble the ground.

5 I would say that in the near future you will be
6 seeing this type of development. It's coming our way.
7 And what is different between that and that? Not a lot,
8 if you're just talking about the basic standards of
9 development.

10 Yes, we can accomplish more landscape to the
11 conditional use process; we can accomplish a nicer looking
12 building, our signs standard, keep the signs lower, but
13 we're still talking about, basically, freestanding
14 drive-thrus lined up along Olive Boulevard. That isn't
15 what we want.

16 You can window dress this, but it still isn't
17 what we want. And this was the concern that -- that we
18 have had for some time and brought to our analysis of this
19 application.

20 I'm going to point to a couple of other sites
21 you should be aware of. These shopping centers all exist
22 in the City. They all have more than 3 acres. In every
23 case you have a building, this is Bellerive, out here, you
24 have -- the building comes to the street. This is the
25 Pavilion and you have buildings at the street -- I'm

1 sorry, that's -- that's West Oak. There's Dierbergs.
2 This is Champion Bank. You've got the Verizon Building
3 here, which is at the street and has access all the way
4 around. You have Westgate. This is Friday's at the
5 street. Could easily be modified. This is the Pavilion.
6 You have buildings at the street.

7 All of these properties meet the 3-acre
8 requirement. All of these properties could accomplish a
9 drive-thru restaurant, if they only asked. They simply
10 haven't asked.

11 You're an application away from facing more
12 drive-thru restaurants. We are not insulated from them.

13 This is a site that I think has already been
14 referenced this evening. This is the corner of Graeser
15 and Olive. That's Graeser Road, Olive Boulevard, the new
16 Walgreens is just off the picture, this is realigned
17 Dautel.

18 These two properties together constitute about
19 2.97 acres. At the moment they don't quite qualify.
20 2.97.

21 This property right here, already zoned
22 commercial. Has been for about twenty years. Long before
23 we were worried about this issue.

24 That property is for sale. This owner picks up
25 that property, more than 3 acres. Can they accomplish a

1 drive-thru? Sure. Can they accomplish two drive-thrus?

2 Yes. Could they actually fit three on here? Yes.

3 3 acres does not insulate us from drive-thru
4 restaurants. So I want to disavow everybody of that
5 notion.

6 And if anybody thinks that the development
7 market isn't working towards overcoming that hurdle, then
8 you're mistaken. They are working on it.

9 I have talked to this property owner multiple
10 times about whether they should buy this property or work
11 with this property. They are working on getting to the
12 3 acres. It won't take much. And then there will be
13 drive-thru restaurants.

14 And what will the City have to address that?
15 The City will have the conditional use permit process.
16 What does that give us? That gives us the ability to
17 modify esthetics, to modify landscape, to apply the sign
18 code, to, basically, get the window dressing on that. But
19 we still have that in a nicer format.

20 This application comes along and suggested, hey,
21 maybe there's a way to accomplish something better on a
22 property and still get a drive-thru restaurant.

23 They offer up their own property as an example.
24 Multiple tenants. More than one floor. Fairly large as
25 this style of building goes. Already has the restaurant.

1 If you don't know, the Bread Company is at this end. That
2 could be modified to include a drive-thru.

3 Does this represent that, even with the window
4 dressing applied? I -- I don't believe that it does. I
5 think that there's something better there. I think that
6 the evidence of that goes back to a real life example.

7 When we began to push back against this proposal
8 and suggested it was simply more drive-thru than even
9 under the Code, than under the conditional use process of
10 we would have any comfort with, what do they propose; that
11 type of building, multi-tenant, pull it up to the street,
12 then we start to have something we're more comfortable
13 with.

14 Now if this has a drive-thru on the back, does
15 that have the same impact as this or this? I would
16 suggest that it doesn't. Obviously, the applicant
17 believes that as well since that's what they proposed.

18 I think that the -- the questions about this
19 particular site -- let me put it back up -- are valid. I
20 think that we, obviously, in any conditional use permit
21 for a restaurant or any conditional use permit for a site
22 with a drive-thru, we are worried about noise, we're
23 worried about trash, we're worried about access, we're
24 worried about lighting, these all come up in that process.

25 This isn't that process though. We aren't

1 dealing with those issues yet for this site. Quite
2 honestly, it is entirely possible that an amendment could
3 get approved, this site becomes eligible to seek the
4 conditional use permit, and yet they never actually are
5 able to get the conditional use permit because it can't
6 address those issues. They believe they can. I believe
7 they can, if they work at it.

8 But that doesn't mean that you believe they can.
9 And if you and the City Council don't agree, the
10 conditional use permit still stands as the gate that they
11 can't get through, and the project never actually occurs,
12 even though the text amendment would be in place.

13 So the text amendment doesn't inherently open
14 the door to drive-thru restaurants up and down the streets
15 of Creve Coeur. What it does is open the door to a few
16 sites with a very limited style of development to be able
17 to seek a drive-thru.

18 And I want to talk about that style of
19 development. It's very easy to say, well, they could just
20 do those. That site that's on Olive could very easily be
21 built, as you can tell by the footprint of the buildings
22 that are there, to accomplish one of those.

23 That's true, it could be done. But the
24 economics of doing that kind of development are not very
25 good. They're very poor, in fact. And that's not

1 conjecture. What I would point to is what's called the
2 CityPlace East Building, it's the building that has the
3 Pei Wei restaurant in it. That building was built just
4 like that. Not that big, but that basic layout; retail on
5 the ground floor, offices on the second floor, and that's
6 all. That second floor was extremely difficult to lease.
7 And I don't say that simply from the landlord telling us
8 it was. We know because we were involved in a lot of the
9 discussions to try to get other uses permitted for that
10 space in an effort to get somebody to take the space.

11 The problem you have is that while this building
12 is easy to keep full because it's old, and there aren't --
13 there aren't the costs to -- to carry on the property. In
14 a new building the costs are much higher. The rent is
15 much higher. Not simply because it's Olive Boulevard, but
16 because it's new. It's new construction. You have new
17 standards. You have new fire code regulations. You have
18 a lot more expense. It isn't that easy to just do that
19 and put in a fast food restaurant.

20 Again, the market will find a way, just like
21 they're finding a way to overcome 3 acres, but it isn't an
22 easy way.

23 So I think that if we're afraid that we're
24 opening the door, I think that we may be overreacting. I
25 think that this represents a better solution than what we

1 have in front of us today. Sure, there are more lots,
2 more 2-acre properties available, but you know what, it --
3 it only becomes a question of dividing up your property to
4 get to where you want to be.

5 If you -- if you are trying to -- to get to
6 2 acres, you'll do what you have to do. If you have to
7 get to 3 acres, you'll do what you have to do. We're
8 seeing that already happen.

9 So I guess that brings me to really my last
10 point in terms of your analysis here.

11 If the City is not comfortable with drive-thru
12 restaurants, if really the goal here is to find some means
13 to make it so hard that we don't have drive-thru
14 restaurants except for the one that we already have, well,
15 then maybe the right amendment is to simply eliminate
16 drive-thru restaurants.

17 But I know the applicant is not looking for that
18 tonight. And I'm not telling you that you should do that,
19 but I'm telling you that's the question that you should
20 ask yourselves. Because there's no point looking for yet
21 another regulation that's so onerous that very few, if
22 any, could meet it, if really you didn't want anybody to
23 meet it.

24 If you don't want anybody to meet it, then you
25 dispose of this application as you see fit, and then you

1 should direct us to come back to you with an amendment to
2 eliminate them.

3 That is a large question that goes beyond this
4 application, but that is really an important question for
5 you all to -- to answer to yourselves.

6 If you are comfortable with drive-thru
7 restaurants, then this is a way to accomplish them in
8 certain locations on a very limited circumstances that may
9 address some of the issues that are inherent in this type
10 of use.

11 Lastly, I wanted to address a couple of
12 questions that were raised regarding other uses and sites.

13 Bank volumes. Banks volumes are different. A
14 very popular bank can actually drive a lot of traffic over
15 the course of the day.

16 What changes is the -- the intensity of the peak
17 traffic. Banks do have peaks at lunchtime and at the end
18 of the day, but, in particular, but they don't reach the
19 same levels as fast food restaurants.

20 We did look at this issue with the Chick-fil-A
21 application, which included a bank. And we needed to
22 understand how the two would function. If they both had
23 very high peaks at the very same time that, obviously,
24 created a lot of concerns.

25 So we have looked at it. We do understand it.

1 They are a little different, but banks can drive similar
2 levels of traffic.

3 Banks currently do not have a minimum site
4 requirement. They simply have the conditional use permit
5 requirement.

6 How does this affect the Fresh Market site?
7 Basically, it does not. The site -- the proposal, is not
8 for a 2 -- I'm sorry -- two-story building. It's a
9 one-story building. It's a single tenant. So even if the
10 amendment as requested were approved, they would not be
11 eligible for a fast food drive-thru or attach a drive-thru
12 window to that building even because they do prepare food.

13 I guess I should conclude by -- by giving some
14 indication about the draft ordinance that we put forth
15 versus what the applicant is seeking.

16 As I mentioned earlier, if we're going to go to
17 the effort of considering an issue, any issue, it is
18 always our position that we should look at the issue as
19 broadly as possible and look at as many impacts or as
20 benefits as we can with that use.

21 We see this set of criteria, if they are
22 codified, being more restrictive than what we are looking
23 at today. As I outlined earlier, 3 acres will soon not be
24 an impediment, and that will just rely on the CUP process,
25 which is robust, but not as strong as an absolute.

1 So, in effect, this is a more restrictive
2 approach than what we have today.

3 We see that -- that as being one of those tools
4 if we are to allow some fast food restaurants, it would be
5 very few, but it would allow some.

6 The applicant does still owns this process.
7 They're the ones that have requested this. They're the
8 ones that have paid the fees to make this happen.

9 If you want to forge ahead in a direction that
10 they're not comfortable with, well, obviously, they can
11 withdraw. It's always their right to do that. And that
12 would stop the process.

13 We would then have to come back with our own
14 application, and that's something they've already alluded
15 to.

16 Do I like to see a process get started, a lot of
17 effort be invested by the applicant, by the residents, by
18 the staff to accomplish nothing? No. I would rather not
19 accomplish nothing.

20 On the other hand, I do fully agree that an
21 amendment so finally honed that almost no one benefits
22 from it, is -- is questionable in terms of the public
23 purpose being served.

24 We identified that in the staff report. And I
25 think that if it is the decision of the Commission that

1 you do want to limit this to what the applicant has
2 requested, but consider this as a possibility, that you
3 should look to those standards and be careful about how
4 finely you cut this thing, so that fewer and fewer
5 properties are allowed.

6 It comes back to that issue. If you're going to
7 cut it so narrowly that really no one can meet the
8 standard, say, for perhaps one, and maybe it can't either
9 even under the CUP, then you should just deny it and move
10 on to a point where we eliminate them entirely.

11 That's my presentation. I'll be happy to answer
12 any questions.

13 CHAIRMAN MADDEN: There was one more question.

14 There were four.

15 And you may not know this off the top. How many
16 other sites can do this? That was one of Mr. Kent's four
17 questions. You answered the other three. You may not
18 know.

19 MR. LANGDON: Well, it's, as they sit today,
20 none. This is the only site that meets all of the
21 requirements, as they sit today, but, obviously,
22 redevelopment makes anything possible.

23 CHAIRMAN MADDEN: Okay.

24 Any other questions?

25 MR. ROVAK: No.

1 CHAIRMAN MADDEN: Okay.

2 MR. FARON: I --

3 CHAIRMAN MADDEN: Go ahead.

4 MR. FARON: -- have a question.

5 Paul, just to be clear. It seems like you're
6 saying at this point now the 3-acre limitation is going
7 to, some near future, possibly be figured out by a
8 developer or an applicant, and the CUP will be our only
9 way to kind of adjust that or control that --

10 MR. LANGDON: Yes.

11 MR. FARON: -- as what we see from the public.

12 The applicant was saying that he's just looking
13 at a 2 to 3-acre use. Is the City or the staff saying
14 that if we extend that beyond 3 acres, that gives us a bit
15 more power to at least control a potential applicant or
16 development where we wouldn't be able to at -- at this
17 present time beyond 3 acres?

18 I mean I guess I'm not saying we should
19 completely eliminate --

20 MR. LANGDON: Uh-huh.

21 MR. FARON: -- the option, but, you know, I know
22 there's some attempts to -- to, you know, proceed in that
23 direction, but are we kind of splitting both extremes here
24 by extending the applicant's request or requirements that
25 they're trying to add to their -- their development and

1 continue that beyond 3 acres citywide, and then we would
2 get a bit more control, say, when the Graeser attempt is
3 made or other attempts around the City?

4 It seems like, in reading the agenda, you're
5 trying to find a middle ground that give us more power,
6 but doesn't eliminate the option completely from the City.

7 MR. LANGDON: That's -- that's certainly the
8 intention, but we recognize that, you know, this -- this
9 power, in a way, is not power, because they become black
10 and white absolutes.

11 We don't have any discretion in their
12 application. And that, I think, is where the applicant
13 has a concern, that while it may work for a very few
14 sites, it's very few, and they would not want to see it
15 applied universally because we're not able to back it off
16 on another site where we may say, well, maybe it would
17 work if it were one story or everything's great except the
18 building's not 200 feet wide, it's 190 feet wide, and --
19 and we can't distinguish between the two.

20 Now, they're seeking a variance, which would be
21 a voluntary process and really would not likely succeed,
22 so -- so, and I think that's what makes this -- this a
23 difficult issue is, yes, we're trying to balance more
24 restrictions with more opportunity. What is the right
25 balance. That's difficult to define.

1 MR. FARON: Well, with that approach, at least
2 we would be allowing a potential drive-thru, but with high
3 restriction in regard to how planned and residential
4 concerns.

5 At the present state, we would -- are probably
6 going to lose that battle here in the next few years if
7 some of these examples you're stating --

8 MR. LANGDON: Uh-huh.

9 MR. FARON: -- come to fruition and people end
10 up working around it or we --

11 MR. LANGDON: Yes.

12 MR. FARON: -- eliminate the option altogether
13 and just say we're never going to -- can I ask you, if
14 that was the case, are there examples or something that
15 you might reference where a city will go back on that down
16 the road, or is that hard to put that back in the bottle
17 or vice versa, you know, if we would eliminate that use?

18 MR. LANGDON: Go -- go back, when you say "go
19 back on that", what is "that"?

20 MR. FARON: Well, we would eliminate drive-thru
21 completely. I know there's --

22 MR. LANGDON: Well, it's certainly been done. I
23 mean there are cities that do not allow drive-thru
24 restaurant service.

25 In fact, we are aware of one municipality that I

1 believe has three Chick-fil-A restaurants without
2 drive-thrus because they're not allowed.

3 You know, the industry, the market, the beauty
4 of the free market is that it lives by the notion that
5 necessity is the mother of invention.

6 If you have to get into somewhere because that's
7 what your business does, it's where you need to be
8 economically, you'll find a way. And so, you know, if we
9 allow it today and eliminate it tomorrow, we can certainly
10 do that. That's why we have a section in the Code that
11 relates to nonconformities. When something becomes out of
12 step after some change that occurs in the ordinance.

13 Does the marketplace love us when we do that?
14 No. But, certainly, that option is always available to
15 you.

16 MR. FARON: Thank you.

17 CHAIRMAN MADDEN: Mr. Rovak.

18 MR. ROVAK: I guess with the idea that, well, we
19 should just eliminate them or entertain the idea of
20 eliminating drive-thrus, I guess it always bothers me when
21 we make a categorical denial of something based on some
22 assumed set of circumstances, rather than meeting the
23 specific objections.

24 I mean the speakers who came up and voiced their
25 objections, I saw some of these be very valid, and,

1 perhaps, the restrictions, both those that are already
2 proposed by the applicant, and maybe some others that
3 could be added, should be tailored to meet those
4 objections, not just a generality of a drive-thru.

5 I mean some of these, you know, I thought
6 were -- were -- had a lot of merit. Some others, when you
7 look at that, that a drive-thru, well, there's a problem
8 with people driving in and parking and, you know, in the
9 neighborhood. And that there's not enough parking.

10 Well, if anything, to me, is that, well, if
11 there's a drive-thru then these people are less likely to
12 be parking in front of somebody's house if they can drive
13 through and get their order.

14 So I can see it's a situation, but it really
15 doesn't address the issue, and it's really not part of
16 this issue.

17 Likewise, people dropping trash everywhere.
18 Well, again, if you drive through, you get your order, you
19 go away. There are very few people who are the litterbugs
20 of old who used to throw stuff out the windows. But I
21 think it's a lot more likely that anybody walking away
22 from a restaurant and is likely to drop stuff as they go.

23 So I don't know that that's really a problem
24 that's specific to a drive-thru restaurant. It's -- we
25 can find some objection, but I think what we need to do is

1 say if we have a problem with drive-thrus, what are they
2 and how do we meet them. And I think maybe it's not
3 complete. Maybe there are some restrictions. But I'd
4 rather meet the actual objections than just say, well,
5 drive-thrus are bad and we have all these problems, so
6 let's not have drive-thrus and rather just meet what those
7 problems are, and then separate the ones that are
8 perceived and just wrapped up in one big package to those
9 that are actual to the specific project.

10 MR. LANGDON: The condition -- in any event, no
11 matter what you decide to do, whether it's leave things
12 alone or change them, the conditional use permit process
13 remains in place for site specific issues where you have
14 access concerns or particular lighting concerns or
15 whatever.

16 CHAIRMAN MADDEN: Any other --

17 I just -- just to follow-up on Mr. Rovak, I
18 think what the people are saying was whether it's
19 drive-thru or they're walk-in customers now, they're
20 missing that turn in. I think they think they can come in
21 from Rocky Drive, they turn left there and they think
22 there's going to be an entrance in from there, so that's
23 what they're talking about, the extra traffic, and
24 drive-thru is not going to eliminate that or add to it.
25 Well, I mean it'll probably be the same.

1 And as far as the food, I think what they're
2 talking about, you don't have to be near the restaurants.
3 Sunday morning I walked out to the end of my driveway at
4 six o'clock, and the -- one of the restaurants you
5 mentioned earlier, it was a full thing of food, I mean
6 could have heated it up and ate it, all over my driveway.

7 And I was telling my wife, she said, oh, well,
8 when I went for my walk, she said the rest of it was on
9 somebody's driveway, you know, four doors down.

10 So I don't think it has anything to do with how
11 close you are to a restaurant. I mean it's just kids do
12 that so.

13 Anyway, any other questions?

14 MR. CARNEY: Do we have any set hours on when
15 they can operate drive-thrus or is that -- is that part of
16 the City Code?

17 MR. LANGDON: It's not part of the City Code,
18 but it's certainly eligible under the conditional use
19 process.

20 MR. CARNEY: Okay. Cause I think that would
21 be -- if they put in this drive-thru and it opens up at
22 five in the morning, I think that would be something the
23 citizens definitely have a point on.

24 MR. LANGDON: Uh-huh.

25 CHAIRMAN MADDEN: Okay. Mr. Kling, there's a

1 few questions I think you probably could only answer or
2 your people there.

3 One was the compelling need.

4 MR. KLING: Part of it was touched on. There's
5 a area down from this particular location, I think we're
6 all familiar with it, there's a large amount of medical
7 buildings and some office buildings. Those people, at
8 lunchtime, are going to go out and seek lunch. A lot of
9 them already go to the Bread Company, park their cars and
10 go in and get the lunch, so you got the parking lot. And
11 the point that was being made is correct that this would
12 alleviate, they could go through the drive-thru, bring
13 back a whole bunch of lunch for their people in their
14 office and avoid that congestion.

15 So we think there is a need. Those people are
16 going to go eat lunch. If they aren't going to go to
17 Bread Company, then they're going to continue up on Olive
18 Boulevard, and -- and take their traffic that way.

19 So we see this as actually being a positive for
20 them and for us. So the need is that it helps us with the
21 overall operation. It helps those businesses find a place
22 where they can go through a drive-thru and bring something
23 back, rather than park and go in and get it and bring it
24 out.

25 So that's -- that's what I was referring to.

1 There is that whole submarket there, and there's no place
2 to eat around any of those places other than our location.

3 CHAIRMAN MADDEN: Okay.

4 Signage on Rocky Drive. I know you don't have
5 anything to do with that, if you do get it.

6 How many people will be going through the
7 drive-thru, do you have any estimates?

8 MR. KLING: You'll have to come up, Jim.

9 This is Jim -- does he need to be sworn in? He
10 wasn't sworn in.

11 CHAIRMAN MADDEN: Yes, please.

12 (Jim Tusing was sworn in by the court reporter.)

13 CHAIRMAN MADDEN: Would state your name and
14 address, please, for the record.

15 JIM TUSING: Jim Tusing, T-U-S-I-N-G, at 671
16 Bluffs View Court, Eureka, Missouri 63025.

17 Currently, at this time, I can't break down
18 exactly the -- the numbers, but we -- but what we
19 typically see is currently the cafe is doing about
20 50 percent for here and 50 percent to-go business.

21 We typically see 25 percent of that -- or at
22 least 25 percent of that to-go business switch to the
23 drive-thru, and then from there, we add on probably
24 additional, you know, 10 percent or so in sales.

25 So it would be an increase, but it's -- it's all

1 during our standard peak times; early morning, lunch,
2 somewhat in dinner, but dinner's more of a come in and sit
3 down.

4 And just also as far as the compelling need,
5 we've heard from many of our customers at that cafe that
6 they would really like to have it, especially the moms,
7 you know, they have kids, in the morning or if they're
8 going, you know, they don't want to have to pull the kids
9 out and lug them in and then put them back in. It, you
10 know, really helps make their life much, much easier.

11 And also there's parking. You mentioned the
12 fact that we are switching customers that are parking and
13 going inside to now driving through the drive-thru. It
14 does really open up the parking situation quite a bit.

15 CHAIRMAN MADDEN: Any questions for Mr. Tusing?
16 Go ahead.

17 JIM TUSING: Yes, sir.

18 MR. FARON: I have just a few questions.

19 And I mean I think we get in this dilemma all
20 the time, where we're starting to ask about an application
21 that's really -- hasn't been presented.

22 JIM TUSING: Right.

23 MR. FARON: We're led down that path, and it's
24 hard not to ask you about questions that some of the
25 residents had brought up.

1 I mean I would assume you'd be willing to go
2 above and, you know, beyond the call to provide some of
3 those buffering issues with sound walls and smell and
4 delivery times.

5 Maybe, you know, on the exit there there's a
6 separate, you know, right-out, instead of everybody coming
7 to that one in and out. That's always a bottleneck over
8 there. But I mean I know these things go to the specific
9 application, we're not there yet.

10 But I would just be, you know, interested in how
11 you would address some of the concerns that have been, you
12 know, presented tonight.

13 JIM TUSING: No, of course.

14 Panera, we would be more than willing to work
15 with the, you know, the community and the folks that live
16 around us.

17 Yes, erecting something, putting a sound barrier
18 up and some additional landscaping to help, one, you know,
19 hide the fact our back area from the folks that live
20 behind us.

21 It is something that we would definitely --
22 definitely want to do.

23 Working on our delivery times. You know, this
24 is the first I've heard that there was an issue with that,
25 and I can take that back to our operations team and have

1 them, you know, look at it and see what we can do, so we
2 don't have those issues that are affecting the neighbors
3 that live behind us. Because, obviously, nobody wants to
4 hear that noise, you know, at three and four in the
5 morning.

6 So we would, you know, Panera -- or St. Louis
7 Bread, we started here in St. Louis. You know, we live
8 here. Our headquarters is here. We want to be good --
9 good partners in the community, so we would definitely
10 work with them on whatever we can.

11 CHAIRMAN MADDEN: Yeah. Go ahead.

12 MR. ROVAK: One thing, I guess, I was wondering
13 if the applicant could go with, it probably not really
14 affect this application, but since we're talking about
15 writing a text amendment, and, Mr. Lumley, you can tell me
16 if this is valid or not, putting in a requirement for, you
17 know, when allowing a drive-thru restaurant, that it be --
18 that we wouldn't see in the future piggybacked onto this
19 or using this text amendment to have something which is
20 largely or solely a drive-thru.

21 In other words, that some percentage, you know,
22 the -- the estimated percentage of the business must be
23 from conventional service and something, you know, up to,
24 25 percent, something, would be drive-thru, but so that we
25 don't see somebody needing these criteria, but then coming

1 in solely with the drive-thru if that brings in more of
2 the, both the real and some of the perceived issues, that
3 there's some limitation on that.

4 As far as really early deliveries, I think some
5 of that doesn't come from restaurant service, as being a
6 bakery. I'm not sure how many bakeries don't have very,
7 very early deliveries.

8 JIM TUSING: Well, you know, we can work on
9 things like that.

10 MR. ROVAK: I mean I'm --

11 JIM TUSING: Yeah.

12 MR. ROVAK: -- that wasn't a criticism. I think
13 people should be aware this is a bakery.

14 JIM TUSING: Uh-huh.

15 MR. ROVAK: And that's -- early deliveries is
16 probably inherent to virtually all bakeries.

17 JIM TUSING: And I'll tell you, even with our
18 drive-thrus, the vast -- you know, we still do, you know,
19 probably 60 to 70 percent of our business still inside.

20 MR. ROVAK: Uh-huh.

21 JIM TUSING: We are a gathering place. People
22 come in and, you know, if you've ever been in our cafes --

23 MR. ROVAK: I have.

24 JIM TUSING: -- people come in there and they --

25 MR. ROVAK: Sell insurance policies.

1 JIM TUSING: -- they'll be there hours sometimes
2 because that's what we want. We want people to be able to
3 come in and relax.

4 MR. KLING: Just wanted to piggyback onto that.
5 That was part of the rationale of the 4500 square feet,
6 that's not going to be just a drive-thru if you have that.

7 MR. ROVAK: Uh-huh.

8 MR. FARON: And I see an option here for, you
9 know, we always continue these -- these situations, and
10 applicant's in front of us.

11 I mean with some of the things that the
12 applicant has brought up, I mean is it critical for us now
13 to think about how we can move those beyond the 3 acres
14 and address some of the issues that Paul's talking about
15 that might be coming down the road?

16 I mean or can we agree to this and address
17 3 acres plus with similar requirements that they're --
18 they're bringing to the table that might give us more
19 power later on without eliminating drive-thrus completely?

20 I mean I do see a need for some form of
21 drive-thru. Not a standalone; not a Manchester-fication
22 of Olive Street Road, but maybe a use that we see in
23 Des Peres and some other places.

24 My wife works over in that area, and it is
25 convenient for her to drive through there on occasion. I

1 think there's plus and minuses in each direction. If we
2 can control those substantially through some of the
3 options that have been brought up tonight, maybe it's
4 something we should consider beyond tonight and bring this
5 back in front of us at a later date.

6 I'll throw that out. Let Paul address it and
7 anyone else here.

8 MR. LANGDON: Well, certainly, you can limit the
9 discussion or -- or your whatever your eventual action is
10 to simply what the applicant is asking for at this stage.
11 That doesn't preclude us from coming right back next --
12 well, not next meeting because we'd have to advertise for
13 public hearing -- but in the near future to look at beyond
14 3-acre sites in whatever fashion seems appropriate.

15 I think that's part of why I wanted to have the
16 discussion start before you make the decision on whether
17 to limit this or not, so that you had a sense of what all
18 the issues are.

19 And we know, take the myopic view, and say,
20 well, we've dealt with two and three, let's hope we never
21 have to discuss this again. No, we're going to have to
22 discuss this again, and we can certainly move forward.

23 I -- I would just say, you know, one last point,
24 it -- because the draft ordinance in front of you is
25 written in a certain way, there is some debate about

1 the -- the importance of floor area, and maybe there are
2 other criteria that might come out of it, that if you are
3 inclined to confine the scope to the original application,
4 that you continue it to the next meeting, so that we can
5 come back to you with a proper draft ordinance, the public
6 has a chance to read it, the applicant has a chance to
7 read it and make sure that it represents what they were
8 asking for.

9 CHAIRMAN MADDEN: Dr. Barton.

10 MR. BARTON: See if I can articulate this.

11 I think that you -- well, if we just narrow it
12 down to the applicant's discussion. You know, I think
13 there are other solutions other -- and as some of the --
14 the people presenting pointed out, you know, if you're
15 sympathetic to Panera's application that, you know, the
16 drive-thru would allow them to put out more product from
17 the same footprint of building, and be able to alleviate
18 parking, then, you know, I think that's one argument.

19 But I think there's other solutions, obviously.
20 They could build another building and have people drive up
21 and, you know, they could have another place of business
22 nearby, the people pulled up, got their food and left. It
23 would be much more expensive to them and their
24 profitability wouldn't be as high, but they could still
25 address the parent market demand without having a

1 drive-thru.

2 Now, your counter argument would be, well, there
3 are people in our city that want a drive-thru. They want
4 to be able to drive through and pick up their food and go
5 on. But there's not a single one of them in the audience
6 expressing that desire. And until I see a whole band of,
7 you know, band moms coming up here and organizing to say,
8 you know, we really want drive-thrus, you know, that --
9 that's not going to call the argument for me.

10 So -- so in framing the discussion, I think we
11 need to decide is -- is the argument sympathetic, and do
12 we accept it, and, if so, then we accept it at face value.

13 If we have the -- if we have the bias that we
14 really do want to set a high barrier to drive-thrus, but
15 we do feel there is a niche or demand for drive-thrus that
16 we want to provide, then I think we have to break that
17 down with a separate discussion.

18 But as -- as the applicant has posed it to say,
19 well, it alleviate traffic congestion, we'll have, you
20 know, more parking for people that want to stay, and the
21 people that just want to grab a meal can move on, well, I
22 mean that just doesn't carry a lot of water with me.

23 MR. ROVAK: I don't think the applicant said it,
24 I think I said it.

25 MR. BARTON: Well, but I mean, if you read

1 between the lines, I mean that's what it is. I mean
2 they -- they can -- I mean I think the applicant can
3 certainly produce more sandwiches and sell more goods from
4 the same place, if they can drive through and pick it up
5 and go.

6 But I mean that's not -- I mean I -- I applaud
7 them, I'm happy for their stockholders to make more money
8 that way, but I don't think that's our concern
9 necessarily.

10 CHAIRMAN MADDEN: Well, I, for one, I don't see
11 how it's going to alleviate congestion. I eat in there
12 maybe couple times a week. Sometimes in the afternoon;
13 sometimes in the evening. Now evening's not bad. But I
14 don't care, if you're in there between eleven and one,
15 trying to get back out on Ballas Road, you know, it's
16 really tough. Going right, going left, whatever direction
17 you're going, you're taking your life in your hands with
18 some of those people.

19 And I know when I'm not going in there, and I
20 come down Ballas Road, if I'm going south, you know, it's
21 like the people turning in, you think it was the first
22 right turn they ever made in their life trying to get in
23 there. I mean it takes forever for them to turn, and
24 that's backing traffic up the other way. So I mean that
25 doesn't -- I don't think it's going to alleviate -- I

1 think it's going to make it worse, cause now you're going
2 to have the parking lot filled and you're going to have
3 everybody in the drive-thru, so I --

4 MR. BARTON: You're making your -- my argument
5 for me.

6 CHAIRMAN MADDEN: Yeah, that's what I'm saying,
7 yeah.

8 And as far as, you know, need, I mean you're
9 doing a heck of a business there, at least every time I'm
10 there, I've never walked straight up to the counter
11 when -- so, you know, but anyway.

12 MR. KLING: Mr. Hutkin would like to respond to
13 one of the questions.

14 CHAIRMAN MADDEN: Sure.

15 MR. KLING: But you'll have to be sworn in as
16 well.

17 (David Hutkin was sworn in by the court
18 reporter.)

19 DAVID HUTKIN: My name is David Hutkin with
20 Hutkin Development Company. We're the managing agent for
21 the property.

22 And I think we may have neglected to mention
23 when the -- when we began the presentation, was that the
24 overarching premise in the application that Panera and
25 Hutkin discussed and -- and discussed often amongst

1 ourselves, as well as during our meetings with city
2 staff -- and, by the way, we also forgot to thank city
3 staff for the time that they provided to us during this
4 several-month long process, so thank you -- but one of the
5 things that we kept repeating was that at a minimum there
6 could be no negative impact on any of the residential
7 neighbors or on any of our commercial neighbors. So I
8 think that that's a point that may have gotten lost here.

9 We set out these restrictions, not so we could
10 just sort of get the A-vote out of this Commission, and,
11 hopefully, if we are so fortunate to get to City Council,
12 getting their approval, but it was to gain the support of
13 the neighbors.

14 And that's not an easy task when you're talking
15 about doing something that has inherent conflict. And
16 there's always inherent conflict where commercial adjoins
17 residential, and now we're talking about this drive-thru,
18 and that congers up all sorts of concerns, understandably,
19 from -- from neighboring residents.

20 But we're here to assure you we are here to try
21 to create a platform that has no negative impact on our
22 neighboring residential neighbors.

23 A couple of -- so with that said, that's what
24 drove some of these restrictions that we actually, to city
25 staff's credit, we had a much longer laundry list of

1 restrictions that were sort of weeded out because it
2 really did start to define our property.

3 But we did, in the spirit of trying, at a
4 minimum, to have no negative impact. And through this
5 process, and I don't want to get too far ahead of myself,
6 but we recognize at some point, if we're so fortunate to
7 be able to make a application for a conditional use
8 permit, that we would perhaps find a way to actually be
9 creative to the quality of life that the residents
10 currently have.

11 And, again, we know that's no small challenge,
12 given the inherent conflicts between commercial and
13 residential.

14 So, should there be a noise study included?
15 Perhaps. And we would volunteer to endeavor on that, as
16 part of the -- whether it's part of the text amendment or
17 if it gets drilled down to the conditional use permit
18 process, there should be no increased noise on surrounding
19 properties as a result of a drive-up window.

20 As far as the -- a delivery time issue, you
21 know, the bakery goods, as Mr. Rovak accurately pointed
22 out, they need to arrive at a certain time, so they can be
23 fresh and hot out of the oven for -- in time for the first
24 customers to arrive.

25 I think that we have a lot of confidence in

1 Panera's ability to figure out a solution to, if those
2 deliveries have to arrive, they need to arrive stealth.
3 So while this may not be the same as a mission to take out
4 a -- a wanted terrorist, I'm convinced that Panera will
5 have a solution to make stealth deliveries at hours that
6 are, you know, unneighborly.

7 The Council brought up a second location. They
8 already thought of that, and they actually have a second
9 location in Creve Coeur, and it's in the Creve Coeur
10 Pavilion Shopping Center.

11 I doubt that there's room for a third in Creve
12 Coeur, but I don't think that that would address what is
13 part of driving Panera's desire for a drive-thru.

14 And that is, yes, they are a for-profit
15 operation. They're looking to expand profits, as all
16 businesses do. And it has been proven time and time again
17 that the addition of a drive-thru window actually does, I
18 know it's counterintuitive, but it does free up capacity
19 on the parking lot and it does drive more volume.

20 We know this because we've spoken with the
21 original founder of St. Louis Bread Company, who is now a
22 franchisee. He's a franchisee in the Denver and one of
23 the Ohio markets. So, he was our tenant back when he was
24 the original owner of St. Louis Bread Company, and now he
25 continues to be our good friend, and we get advice from

1 him, and we talk to him about what's really happening when
2 you open drive-thrus in your markets that you currently
3 have franchise locations.

4 He confirmed that it does free up parking spots
5 in the parking lot. It -- frankly, I didn't believe it
6 when I first heard it, and I was his partner in the
7 original Bread Company concept.

8 So it was very counterintuitive that this could
9 possibly happen, but -- but we've been convinced of it,
10 and we've witnessed it, and I think that Mr. Faron may
11 have witnessed it over in Des Peres. And that was one of
12 the examples.

13 We talked to Joel Montgomery, the owner of that
14 property, and he also confirmed that his shopping center
15 has enjoyed a loosening of what was previously a pretty
16 tight parking condition.

17 As far as the dangers of pulling out onto Ballas
18 Road, been there, done that. We fought long and hard to
19 get cross access with our neighboring property to the
20 north.

21 There is a signal -- a signalized -- I wouldn't
22 call it -- it's not an intersection because two streets
23 aren't meeting there necessarily, but there is a
24 signalized intersection. We've done what we thought was a
25 pretty decent job of -- of identifying how to get to the

1 traffic scene, and you do have to climb a ramp that has a
2 steeper grade than we would have liked. We made the grade
3 of that ramp as low as we physically could, given where
4 their parking lot was and our parking lot was, so I,
5 myself, use the -- the signal that's over on the 555
6 Medical Building. I'd encourage everyone to do the same,
7 whether you're making a right or a left out of Balmoral
8 Plaza.

9 We would be open to any suggestions that this
10 Commission, or, hopefully, if we get to the next level,
11 the Council might have, as to how we could further our
12 goal of having this be, at worst, neutral impact on
13 surrounding residences, and if there's a way to make it an
14 even better environment than it currently is, and,
15 clearly, there is, whether it's traffic, whether it's
16 trash or noise, the TNT, you know, we are very open to it.

17 And we don't come about it in a grudging way,
18 as, oh, shucks, well, if we have to to get this, we'll do
19 that.

20 We come to it from a very organic, a place that
21 was our original precept before we even approached the
22 City about this concept, was we will be, at worst,
23 neutral, so hope that may address some of the concerns
24 that this Commission, understandably, has.

25 CHAIRMAN MADDEN: Any questions for Mr. Hutkin?

1 Thank you very much.

2 DAVID HUTKIN: Thank you for your time.

3 CHAIRMAN MADDEN: You're welcome.

4 MR. LUMLEY: My exhibits?

5 CHAIRMAN MADDEN: Yeah.

6 MR. LUMLEY: Offer the following exhibits into
7 the record of this public hearing: Documentation in
8 possession of the City Clerk that reflects the public
9 notice provided, the staff's report and communications
10 received, the City's Code of Ordinances and Charter, the
11 City's Comprehensive Plan and the public file regarding
12 this application.

13 CHAIRMAN MADDEN: And that'll close our public
14 hearing.

15 (The public hearing was closed at 8:25 p.m.)
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25

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

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

_____, RPR, MO-CCR, IL-CSR, KS-CCR
Deborah K. McLaughlin, RPR, MO-CCR, IL-CSR, KS-CCR

Michael Barton

Planning and Zoning Commission Member
City of Creve Coeur
barton.stl@att.net

January 18, 2014

Mayor and City Council
City of Creve Coeur

Dear Mayor Glantz and Council;

Due to the weather conditions, my Sunday journey of January 5 from San Francisco to St. Louis was a bit lengthy. Unfortunately I was unable to attend the P&Z meeting of January 6 and more specifically, the discussion and vote regarding the text amendment to allow drive through restaurant services on sites less than three acres.

First off, I would like to commend the applicant for getting out ahead of the issue; an admirable business strategy. However, I disagree with the applicant's proposal and do not feel it best serves the interests of Creve Coeur or that it is in keeping with the objectives of the Comprehensive Plan.

We continually strive to create a social culture within our city that might provide and promote the opportunity to walk, and not drive, to stop in and stay a while, not grab and go, to basically slow down a bit. If there are those living, or more likely working, within our community that need the convenience of drive through food service, there are options within short driving distance of our city.

Will having a text amendment that sets the threshold for drive through restaurant services much higher than the one proposed by the applicant achieve the cultural attitude outlined above? No, but I argue that accepting the threshold presented by the applicant is moving away from that goal.

Sincerely yours,

Michael Barton



city of **CREVE COEUR**

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

January 22, 2014

Mr. Stephen Kling, Jr.
Jenkins & Kling, P.C.
150 N. Meramec Avenue, Suite 400
Clayton, MO 63105

Re: Text Amendment to allow for drive-thru restaurants on sites of less than 3 acres

Mr. Kling:

The Planning and Zoning Commission, at its meeting of January 6, 2014, reviewed a request for a text amendment to allow for drive-thru restaurants on sites of less than 3 acres.

By a vote of 3-3, the Planning Commission did not recommend approval of the proposed text amendment. The request will be presented to the City Council on Monday, January 27th, 2014. You or a representative should plan to be in attendance to speak for the request.

If you have any questions, please contact the Planning Division staff (872-2501) as soon as possible.

Sincerely,

CITY OF CREVE COEUR

Timothy Madden, Chairman
Planning & Zoning Commission

TM:jl

Cc: David Hutkin, Hutkin Development
M.C. Perkins, City Administrator
G. Eidman, Chief of Police
S. Unser, Chief Building Official



city of **CREVE COEUR**

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**APPLICATION TO PLANNING AND ZONING COMMISSION
#13-045 FOR A TEXT AMENDMENT TO ALLOW FOR DRIVE-THRU
RESTAURANT SERVICES ON SITES OF LESS THAN 3 ACRES**

FOR THE MEETING OF: Monday, December 16, 2013

LOCATION: City-wide

REQUEST: Stephen Kling, of Jenkins & Kling, P.C., on behalf of Panera Bread Co., has submitted a request for a text amendment to allow for drive-thru restaurants on sites of at least two acres, but less than three acres, provided that:

- The building is two stories in height, and designed for and used by a mix of at least two types of retail, office or residential tenants with a continuous structure frontage of at least two hundred (200) feet,
- The square footage for any individual food service or drinking place establishment must exceed four thousand, five hundred (4,500) square feet,
- No access shall be permitted to any minor subdivision street, and
- An opaque masonry barrier, earth berm or heavy landscaping, as determined by the Planning Commission taking into consideration topography, site lines and other relevant circumstances, for noise and sight abatement, shall be located and maintained between the drive-up facilities and any adjacent residentially zoned properties.

ADDITIONAL INFORMATION: Section 405.470(14)(c)(4) states that drive-thru service for restaurants may be located only on sites of not less than three (3) acres, but with no specific design requirements. If approved, this would allow the St. Louis Bread Company located at 443 N. New Ballas Road to seek a conditional use permit for a drive-thru.

Key Issues:

- Does the request adversely impact existing permitted uses?
- Does this request further and/or implement the goals the Comprehensive Plan?
- Is this a reasonable exercise of zoning authority?

Comprehensive Plan References

- Residential Preservation and Economic Development
- Community Health and Connectivity

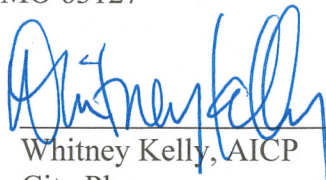
Zoning Code References

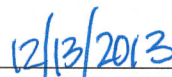
- Section 405.470 Conditional Uses
- Section 405.1060 Zoning Changes and Text Amendment

APPLICANT: Panera Bread Co.
3630 South Geyer Road, Suite 100
St. Louis, MO 63127

REPRESENTATIVE: Stephen L. Kling, Jr
Jenkins & Kling, P.C.
150 M. Meramec Ave., Suite 400
Clayton, MO 63105

REPORT PREPARED BY:

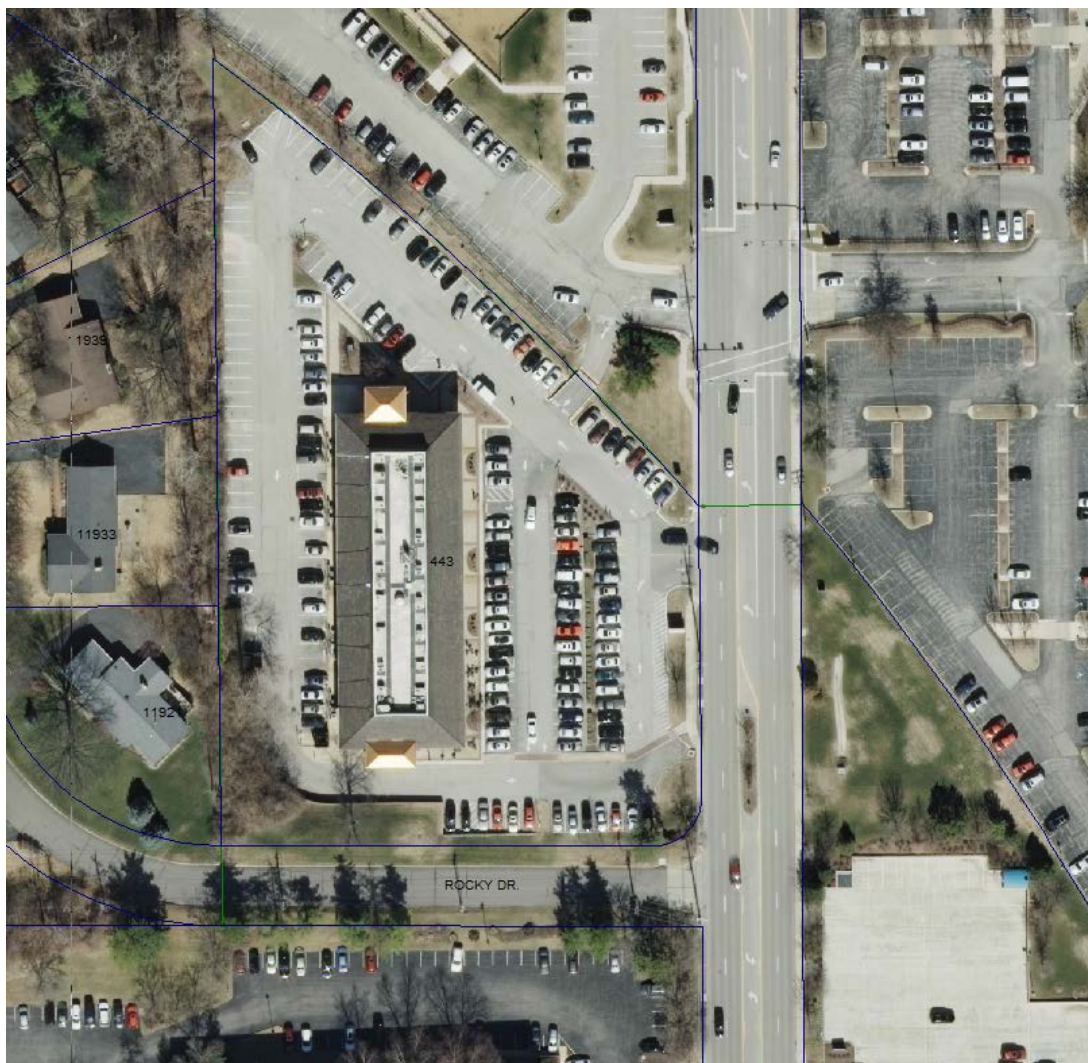

Whitney Kelly, AICP
City Planner


Date

ATTACHMENTS: Applicant's Application received October 18, 2013
Draft Ordinance
Public Comment received by December 13, 2013

DISCUSSION

The City has had a long tradition of limiting drive-thru services for restaurants through the use of the three acre minimum requirement. The Applicant states that the market along New Ballas Road between Olive Boulevard and Ladue Road is a unique area that could benefit from a limited drive-thru restaurant. However, in the effort to alleviate the concerns of traffic impact and lack of pedestrian connectivity, the applicant is proposing several conditions for those sites between two and three acres, in that drive-thru services would only be allowed for restaurants in multi-tenant building, and thus integrating the facility in with a mixed-use building, and providing a masonry barrier, earth berm or heavy landscaping between the property and residentially zoned properties. This would allow the St. Louis Bread Co. to proceed with an amendment to their conditional use permit for a drive-thru facility at 443 N. New Ballas Road, shown in the aerial below:



Comprehensive Plan Analysis

The Comprehensive Plan outlines several goals and strategies regarding residential preservation and economic development that include guiding regional retail use to the Central Business District area, while other business areas should be limited to local retail designed to serve the Creve Coeur area. Community Health and Connectivity goals include providing pedestrian amenities, creating a “green-line” park along Olive Boulevard. Further, it calls for improving the

community image and identity by maintaining the compatibility of existing commercial development areas with the surrounding single-family neighborhood and maintaining the City's strong low-density residential image and character. This is particularly true for properties zoned GC (such as the property at 443 N. New Ballas Road), because they are often smaller and adjacent to residential developments. The applicant suggests that drive-thru's are attractive to the larger regional employers which could lead to a level of traffic that the Comprehensive Plan suggests should be limited to the Central Business District area.

In general, drive-thru restaurants are in direct opposition to the promotion of pedestrian activity and are inconsistent with surrounding neighborhoods. The need to include a looping traffic lane for a drive-thru causes auto-oriented developments to functionally divide themselves from neighborhoods and surrounding commercial developments. Further, the high level of moving vehicles on the site poses more conflicts with any pedestrian activity along the commercial corridors and within the site. The type of use also, typically, relies heavily on corporate architecture and signage to capture the automotive traffic, tends to focus traffic congestion in the area, and offers limited landscaping due to the amount of coverage necessary to accommodate drive-thru features.

The applicant has proposed several additions to address these concerns. By incorporating the facility into a large multi-use/multi-story building, the looping traffic and stacking of the vehicles can be adequately hidden behind the building. In any event, the screening requirements would apply no matter where the facilities are. The conflict with the pedestrian activity is decreased if part of a larger development and, with the incorporation into a larger building, it would eliminate the corporate architecture necessary with a stand-alone use. Whether or not the proposed conditions mitigate these factors to a comfortable level, is for the Commission and Council to determine.

The Planning Commission should also be mindful of the Environmental and Sustainability chapter proposed for the Update to the Comprehensive Plan. Given that drive-thru lanes increase traffic and idling cars on-site, they also increase the carbon monoxide emissions and noise on the property. To the extent that the amendment might increase the occurrence of such traffic, the proposed amendment might be in conflict with the Comprehensive Plan. It is, however, fairly debatable as to whether or not the amendment will create many more opportunities for drive-thru lanes, especially if it is applied more broadly as discussed below.

Design Guidelines Analysis

The relevant Design Guidelines include:

Chapter 1 for Site Layout

B. Streetscape/Pedestrian Orientation

- 1. High quality, pedestrian scale and walkable areas are the objective. Site and building design should address pedestrian needs and develop creative approaches to improving pedestrian interest, access and enjoyment.*
- 2. Avoid spatial gaps and interruptions along the "streetscape" caused by parking or other non-pedestrian elements, such as building gaps, driveways and service entries. Continuous pedestrian activity is strongly encouraged.*

C. Pedestrian and Vehicular Circulation

4. *Circulation systems should be designed to avoid conflicts between vehicular, bicycle and pedestrian traffic. Pedestrian circulation should take precedence over vehicular circulation. In order to emphasize conflict points and improve pedestrian safety and visibility, the use of textured or tinted materials for pedestrian crossings should be utilized where pedestrian circulation paths cross a vehicular route.*
5. *Pedestrian linkages between uses in commercial development should be provided and emphasized.*

Chapter 2 Buildings

A. General Architectural Guidelines

4. *In commercial retail areas, two (2) to three (3) story, multi-use buildings are encouraged; one (1) story, single use buildings are strongly discouraged.*

While Staff recognizes that single-use buildings are found within all of the City's Commercial zoning district that also provide drive-thru services, such as banks and pharmacies, it is the parking and circulation needed for drive-thru services at restaurants that tend to overwhelm the site, in relation to the scale of the building, that are not typical to those other uses. Therefore, it is in the public's best interest to limit drive-thru restaurants in order to meet with the goals and objectives of the Comprehensive Plan and Design Guidelines. As discussed above, the incorporation of the facility within a larger multi-story building would meet with the Design Guidelines; whether or not it is on two-acres, or three or more would be irrelevant. Any stand-alone drive-thru restaurants, even if part of a larger site of three or more acres, would not meet with the intent of the Comprehensive Plan or Design Guidelines. Therefore, the question becomes: does the proposed amendment actually comport with the intent of the Comprehensive Plan and Design Guidelines better than the current three acres minimum? Staff would suggest that it does and, therefore, suggest that the proposed criteria in the amendment should become a standard for all drive-thru restaurants.

Zoning Analysis

The Zoning Code outlines certain requirements that should be considered when considering a text amendment.

Section 405.1060 ZONING CHANGES AND TEXT AMENDMENTS

(E) Standards.

Zoning regulations should be changed if the public welfare is not served by the zoning or if the public interest served by the zoning is greatly outweighed by the detriment to private interests. In making this determination, the City should consider the adaptability of the subject property to its zoned use and the effect of zoning on property value in assessing private detriment. The character of the neighborhood, the zoning and uses of nearby property, and the detrimental effect that a change in zoning would have on other property in the area are relevant to the determination of public benefit.

The Applicant contends that allowing for the drive-thru service on smaller sites will be an economic benefit to the City and, with the proposed conditions, it would not have any negative impact to the surrounding neighborhoods. Since few properties in the City can currently meet with the proposed requirements, it is unlikely that lessening the acreage standard would result in

many more additional drive-thru restaurants and, in fact, could give the City a better outcome than currently allowed, by reducing the potential sites and by incorporating it into the larger building, not just placing an otherwise free-standing restaurant on a larger site. If the members of the Commission are interested in relaxing the acreage standard for drive-thru restaurants, then Staff, again, recommends that the proposed conditions be applied to all drive-thru restaurants, including those over three acres.

Of course, if the proposed amendment is so limiting, one must be concerned that this amendment would only allow for a drive-thru on one particular site, and, if so, one must conclude that the change would not be in the public interest; it would only be in one property owner's interest. Prior discussions on drive-thru restaurants identified possible sites of at least three acres that could include drive-thru restaurant facilities under the current regulations, such as at 13150 Olive Boulevard, Westgate Center, Cityplace, West Oak Plaza, and the Pavilion. While not all of these properties contain buildings that would satisfy the proposed regulations, they are certainly large enough that even a modest redevelopment could yield an eligible building and, the integration of a drive-thru within a larger building on sites of three or more acres would appear to meet with the overall intent of the regulations as well as on sites under three acres. On the other hand, if it is really the City's intent to eliminate drive-thru restaurants, then a de facto prohibition through overly-demanding regulation should not be pursued and the Planning Commission should consider a text amendment to simply remove them from the permitted use table (Table A). Whether or not the proposal represents a prohibition is fairly debatable but staff suggest that, since the standards could be achieved through a development type that has been accomplished in the past, it is not.

Finally, the applicant has included a requirement that the square footage for any individual food service or drinking place establishment must exceed 4,500 sq. ft. With the requirement that any drive-thru service become part of a larger building, the proposed requirement of a minimum size for the restaurant, would seem unnecessary. Would a smaller coffee shop have any greater impact on the site and/or a multi-story, mix-use building than a 4,500 sq. ft. restaurant? Staff would suggest that it would not, and therefore, the draft ordinance does not include such a restriction.

Ordinance Correction

It should also be noted that the draft ordinance includes a provision to clean up the current language, where the drive-thru standard was mistakenly left in under Section 405.470(8)(d) during the NAICS process, when all conditions related to restaurants were moved to Section 405.470(14) Food services and drinking places--(NAICS 722).

SECTION 405.470: CONDITIONAL USES

8. All drive-through and drive-in sales of goods or services including freestanding drive-in banking facilities (not including restaurants) (CC-442100) (conditional use in the "PC", "GC" and "CB" districts).
 - a. Shall provide space for at least three (3) cars per drive-up window or station.
 - b. Shall provide landscaping to screen the view of drive-up waiting spaces from surrounding properties.
 - c. Drive-up window access, waiting spaces and egress shall not interfere with site circulation or be hazardous to motorists entering, exiting or passing by the site.

- d. ~~Drive-thru service for restaurants may be located only on sites of not less than three (3) acres.~~

If the Commission is not prepared to support the requested amendment, staff will advance the correction in the near future under a separate application.

CONCLUSION

The principal question before the Commission is: Are the Commission Member's open to changes to the Zoning Code to allow for additional drive-thru restaurants on sites of less than three acres? If so, Staff request guidance on the scope of the change, that is:

- Should the incorporation of such facility as part of a larger building be applied to all drive-thru restaurants? (The draft ordinance is currently written with this standard applied to all restaurants).
- What lot size is appropriate?
- The Applicant included a condition that the restaurant seeking a drive-thru service, shall be a minimum of 4,500 sq. ft. If part of a larger building, does the size requirement of the individual tenant become relevant? The draft ordinance is currently written with this standard not included but, if the Commission wishes to add a minimum individual tenant size, a motion to include it will be needed.
- Are the proposed conditions enough to mitigate the traffic and noise of such facilities from adjacent residential properties?

On the other hand, if the Commission Members are satisfied with the current regulations, they should vote against the requested amendment, or continue the matter to allow the applicant an opportunity to amend the request in light of the preceding analysis.

MOTION

If the Commission members wish to consider further requirements on drive-thru facilities, the following is an example of an appropriate motion for this application:

"I move to continue Application #13-045, to the meeting of January 6, 2014 to allow the applicant time to address the concerns of the members of the Planning Commission and work with staff for further revisions that meet with the Comprehensive Plan."

If the Commission members wish to proceed with an action on the proposed text amendment, the following is an example of an appropriate motion for this application:

"I move to recommend approval of Application #13-045, for the text amendment to allow drive-thru restaurants on sites of two or more acres subject to the conditions contained in the draft ordinance prepared for the meeting of December 16, 2013." (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.

File # 13-045



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

PLANNING AND ZONING COMMISSION AGENDA APPLICATION TEXT AMENDMENT

RECEIVED

OCT 18 2013

PLANNING DEPT.

PLEASE COMPLETE FRONT AND BACK PAGES

Applicant:	Applicant's Representative (if applicable):
Panera Bread	Stephen L. Kling, Jr., Esq.
<i>Name</i>	<i>Name</i>
Same	Jenkins & Kling, P.C.
<i>Company (If Applicable)</i>	<i>Company (If Applicable)</i>
3630 South Geyer Road, Suite 100	150 North Meramec Avenue, Suite 400
<i>Address</i>	<i>Address</i>
St. Louis, Missouri 63127	St. Louis, Missouri 63105
<i>Address</i>	<i>Address</i>
Telephone # (314) 541-6526	Telephone # (314) 721-2525
<i>Telephone #</i>	<i>Telephone #</i>
Fax #	Fax # (314) 721-5525
<i>Fax #</i>	<i>Fax #</i>
Email: jim.tusing@panerabread.com	Email: skling@jenkinskling.com
<i>Email</i>	<i>Email</i>

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 7:00 P.M. on Monday, _____, 20____.

Panera Bread

Jenkins & Kling, P.C.

By:

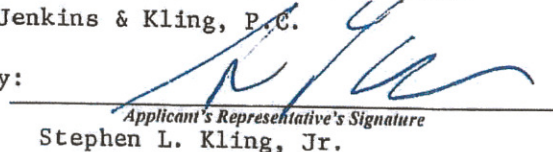

Applicant's Signature

Jim Tusing

10/17/13

Date

By:


Applicant's Representative's Signature

Stephen L. Kling, Jr.

10/16/13

Date

File # 13-045

Description of Request (attach additional sheets as needed): See Exhibit "A" attached hereto and incorporated herein by reference.

Affected Section(s) of the Zoning or Subdivision Code: 405.470.14

Proposed Ordinance Language (attach additional sheets as needed): See Exhibit "A" attached hereto and incorporated herein by reference.

Office Use Only

☐ Proposed Ordinance Language

Received By: _____

☐ Fees Paid

☐ Written Justification

Date: _____

*Paul Langdon, Director of Community Development
Pat Rosenblatt, Secretary (872-2501)*

Revised: 9/09

EXHIBIT "A"
TO APPLICATION FOR TEXT AMENDMENT

RECEIVED
OCT 18 2013
PLANNING DEPT.

DESCRIPTION OF REQUEST

Under the current language of Section 405.470.14.c of the Creve Coeur Zoning Ordinance, a conditional use permit for a drive-thru or drive-up service as part of a food service or drinking place establishment (NAICS 722) is allowed in the GC (General Commercial) District subject to the following exceptions:

- (1) There must be space for at least three (3) cars per drive-up window or station.
- (2) Landscaping must be provided to screen the view of the drive-up waiting spaces from surrounding properties.
- (3) Drive-up window access, waiting spaces and egress must not interfere with site circulation or be hazardous to motorists entering, exiting or passing the site.
- (4) Drive-thru service for restaurants may only be located on sites of not less than three (3) acres.

Applicant is interested in constructing a one lane drive-thru facility at its location at 443 N. New Ballas Road, Creve Coeur, Missouri 63141. Applicant is a bakery and café chain operation with 1,724 restaurants across the country under the Panera Bread, Saint Louis Bread Co. and Paradise Bakery & Café names. Applicant began a program a few years ago to add drive-thru lanes at select locations to better compete in the growing field of restaurants focused on good, healthy food. In 2011, Applicant opened 120 drive-thru locations nationwide and has since added another 136 locations. Applicant typically puts its best associates at the drive-thru windows and the drive-thru areas have their own dedicated coolers, preparation areas and staff. Applicant's experience is that drive-thru facilities reduce peak time strain on surface parking, since a large proportion of Applicant's business is carryout.

Applicant has found that drive-thru additions to its locations in close proximity to hospitals, suburban neighborhoods and large employers are exceptionally popular. Applicant believes that its location in Creve Coeur, located in a submarket area along New Ballas Road in close proximity to a large number of medical buildings and offices, would fulfill a large need and demand for those with limited lunch time or the desire to quickly pick up an order to take back to the office. Applicant has operated at its Creve Coeur location for over 21 years and has considerable experience with the desires of its customers.

While Applicant is located in a large, multi-tenant building along Ballas Road, since the site is zoned "GC" and is only 2.47 acres, it is ineligible for any consideration for a drive-thru due to the three (3) acre minimum requirement for drive-thrus.

Applicant believes the submarket along New Ballas Road between Olive Boulevard and Ladue Road is a unique area that could benefit from limited drive-thru additions to restaurants in multi-tenant buildings. Accordingly, Applicant requests an amendment to Section 405.470.14.c to allow a drive-thru for food service and drinking places, subject to the criteria below:

PROPOSED ORDINANCE LANGUAGE

Applicant proposes that Section 405.470.14 be amended as indicated by the following redline language:

"14. Food services and drinking places -- (NAICS 722). Shall be located on sites of not less than two (2) acres with the following exceptions:

"a. the acreage requirement does not apply to the properties within the "GC" District;

"b. the acreage requirement does not apply to restaurants in the "CB," "PO," "PC," and "LI" Districts that are located within a retail or office building, provided that such restaurants do not collectively occupy more than forty percent (40%) of the building square footage; and

"c. Drive-thru or drive-up services:

"(1) Shall provide space for at least three (3) cars per drive-up window or station;

"(2) Shall provide landscaping to screen the view of drive-up waiting spaces from surrounding properties;

"(3) Drive-up window access, waiting spaces and egress shall not interfere with site circulation or be hazardous to motorists entering, existing or passing the site;

"(4) Drive-thru service for restaurants may be located on sites of not less than twothree (23) acres;

"(5) For sites of two (2) acres but less than three (3) acres, the following additional requirements shall apply:

"(A) the site must be at least two (2) stories in height and be designed for and used by a mix of at least two (2) types of retail, office, or residential tenants, with a continuous structure frontage of at least two hundred feet (200');"

"(B) the square footage for any individual food services or drinking place establishment must exceed four thousand five hundred (4,500) square feet;

"(C) no access shall be permitted to any minor subdivision streets; and

"(D) an opaque masonry barrier, earth berm or heavy landscaping, as determined by the Commission taking into consideration topography, site lines and other relevant circumstances, for noise and sight abatement shall be located and maintained between that drive-up facilities and any adjacent residentially zoned properties."

From: [Joe Flaherty](#)
To: [Kelly Whitney](#)
Subject: #13-045 Application to Planning and Zoning Commission
Date: Tuesday, November 26, 2013 3:25:52 PM
Importance: High

Whitney;

Hello my name is Joe Flaherty and I live at 11921 Rocky Drive in the Balmoral Subdivision. Actually I live in the first house on the right when entering Balmoral which is directly behind the Panera Bread Co. location in reference to this Planning and Zoning hearing and text amendment.

I am in commercial real estate development and actually did the CVS on Olive in Creve Couer. I am familiar with the politics of the P&Z Board and the process of Creve Couer. I also understand what Panera is attempting to accomplish in this text amendment petition to allow for a drive-thru on their current location and why Panera feels it is necessary. With that being said I hope that the Planning and Zoning Board takes a hard look at the proximity of where this drive thru lane will be added as the proximity of my home.

Currently Panera is a noise problem. Employees currently are behind the existing building at all hours of the day and night and they are loud and seem to have very little concern for the residential homes located directly behind their operation. There are times that I have seen some of the younger employees have parties after hours directly behind the store. Deliveries and trash pick ups happen early in the morning often times waking up my 7 year old son as well as my wife and I. Currently there is little to NO consideration for their proximity to a residential neighborhood and adding the addition of a drive thru with speakers for ordering, back up of additional vehicles, emissions from those cars and overall increased noise should weigh heavily on P&Z in consideration of this proposal.

I am aware that this text amendment has been tested recently with the potential Chick-Fil-A at the old Walgreens location on Olive and I hope that P&Z stays consistent in their decisions to not allow this text amendment to pass as the site is under 3 acres of land.

In the chance that the amendment would be passed while we will not be happy, I would suggest that Panera needs to spend some money and increase some type of sound barrier or buffer from the back of their building to the back of my lot which currently runs to the top of the existing retaining wall. Also my home sits much higher in elevation than the Panera location and noise travels easier to our home as well as my neighbors than if the topography was different.

I will be attending this meeting as well as speaking to my neighborhood association to make every effort to make sure that our voice is heard in hoping that this request is denied preserving the mixed use of the current property and the blending of Balmoral subdivision into the existing zoning.

Thank you for your time.

[Joseph Flaherty](#)
[Director of Site Acquisition](#)
[Cedarwood Development](#)
[11921 Rocky Drive](#)
[St. Louis, Missouri 63141](#)
[330-696-8260](#)
jflaherty@cedarwoodd.com
www.cedarwooddevelopment.com

From: Debbie Cole [purplemonkey003@yahoo.com]
Sent: Tuesday, January 07, 2014 2:52 PM
To: Langdon. Paul
Subject: drive-thrus

Dear Paul,

Please forward this message to everyone on the Creve Coeur City Council and on the Creve Coeur Planning and Zoning Committee.

I want to voice my strong opposition to drive-thru lanes at restaurants for the following reasons:

1. First of all, I do not hear a clamor among Creve Coeur residents for drive-thru restaurants. In fact, I usually hear the opposite, usually voiced as follows, "I don't want Olive looking like St. Charles Rock Road."
2. The current situation at Dautel and Graeser is ok, at this point. Red Racks seems to be filling a niche in the community and as far as I can tell, seems to be a good neighbor. Pumperknicks is a nice community restaurant.
3. Traffic from Walgreens is generally manageable although it can back up sometimes on Dautel. A drive-thru restaurant at the old Walgreens location would be a nightmare. Traffic would be intense.
4. Now that the new Walgreens has been built and we compare it with CVS, I think everyone will agree with what we said all along. The lot was too small. I have personally seen several near-misses with cars because the parking lot is simply too small. We do not need to change the requirements for restaurants and drive-thrus and repeat this problem just because a developer wants to redevelop his commercial lot. The rules were made for a reason. Make them play by the rules.

Thank you for your time and consideration of this matter.

Debbie Cole

From: [Kelly. Whitney](#)
To: [Kelly. Whitney](#)
Subject: FW: against reducing the required acreage from 3 to 2
Date: Tuesday, December 17, 2013 4:31:58 PM

From: Natalie Chen [<mailto:nataliexchen@yahoo.com>]
Sent: Tuesday, December 17, 2013 10:30 AM
To: planningandzonning; Langdon. Paul
Subject: against reducing the required acreage from 3 to 2

I am strongly against reducing the required acreage from 3 to 2.

Natalie Chen

Resident of Creve Coeur

Sent from my iPad

From: [Kelly. Whitney](#)
To: [Kelly. Whitney](#)
Subject: FW: against reducing the required acreage from 3 to 2
Date: Tuesday, December 17, 2013 4:31:58 PM

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Sent: Tuesday, December 17, 2013 10:30 AM
To: planningandzonning; Langdon. Paul
Subject: against reducing the required acreage from 3 to 2

I am strongly against reducing the required acreage from 3 to 2.

Natalie Chen

Resident of Creve Coeur

Sent from my iPad

HUTKIN DEVELOPMENT COMPANY

November 27, 2013

RECEIVED
DEC 02 2013
PLANNING DEPT.

Mr. Paul Langdon
Director of Community Development
City of Creve Coeur
300 North New Ballas Road
Creve Coeur, Missouri 63141

RE: *443 N. New Ballas Road, Creve Coeur, Missouri 63141*

Dear Paul:

Thank you for making us aware of the noise complaint made by the resident of 11921 Rocky Drive with respect to Saint Louis Bread Company's tenancy. As you know, Hutkin Development Company ("HDC") is the managing agent for the property at 443 N. New Ballas Road in the City of Creve Coeur, better known as Balmoral Plaza.

We have managed this property for more than 35 years and, to our knowledge, we have had very few, if any complaints from our residential neighbors regarding the property and its tenants. We and the ownership group take great pride in and place a high priority on setting high standards for managing this property, and our other properties located in Creve Coeur, as evidenced by the positive feedback we have received over the years from members of your staff and numerous Creve Coeur officials.

Since being advised by your department of this noise complaint we immediately forwarded it and our own concerns to Saint Louis Bread Company. We certainly wish the resident at 11921 Rocky Drive would have brought this situation to our attention, or the City's attention at the onset, and we would have been able to address it sooner.

We have been assured by the management team of Saint Louis Bread Company that this complaint will be immediately reviewed and that any legitimate issue raised in the complaint will be immediately and fully addressed and corrected.

Also, as a result of our being made aware of this situation, we will be happy to provide our contact information to the subdivision association and they are welcome to contact us with any questions or concerns they may have regarding any employee noise or housekeeping issues with Saint Louis Bread Company or any other tenants at the property. We want to assure you we take this matter very seriously, as does the management of Saint Louis Bread Company.

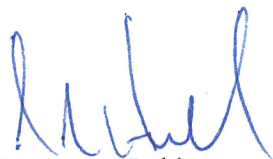
While we view this complaint as a separate issue, since the matter was raised in connection with the pending text amendment, we kindly request that this letter be distributed to the planning and zoning commission.

Mr. Paul Langdon
November 27, 2013
Page 2

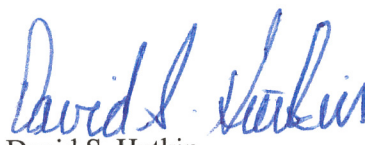
If you have any further concerns in this regard, please do not hesitate to contact me and thank you again for bringing this matter to our attention.

Sincerely,

HUTKIN DEVELOPMENT COMPANY

A handwritten signature in blue ink, appearing to read 'Hutkin'.

Steven F. Hutkin
President

A handwritten signature in blue ink, appearing to read 'David S. Hutkin'.

David S. Hutkin

cc: Mr. Jim Tusing, Panera Bread

January 6, 2014

Planning and Zoning Commissioners
City of Creve Coeur
300 N New Ballas Road
Creve Coeur, MO 63141

Dear Commissioners,

On behalf of the Climate Action Task Force (CATF), we would urge you to not approve application #13-045 that would allow for drive-thru restaurant service on sites of less than three acres. The wrap around configuration of this building would allow a significant number of cars to idle and increase greenhouse gases.

The CATF is on record as promoting the City of Creve Coeur in its quest to be a more sustainable city by “reducing the city’s greenhouse gas emissions and carbon footprint” (CATF website). In the city’s October’s Newsletter we encourage all residents to view the *iturnitoff.com* website, watch the video, and take the pledge to avoid idling. Idling increases greenhouse gases through increased gas/fuel consumption, increases fuel cost, and most importantly increases health risks. There has also been posted notices of encouraging residents not to have their car idle on the government center’s doors. We applaud the schools and businesses that post signs to not idle.

Currently, the city has one other restaurant with a drive-thru window. We do not wish to regress in our efforts to make our city more sustainable by adding another one. Currently, the Comprehensive Plan does not allow for this for good reason. Nor do we see a compelling need to add a window. We recommend that Panera Bread Company instead be a leader and have its customers order online or by phone, park in a dedicated parking space for pick-ups, and have employees assigned to deliver their food products to the driver’s window.

As much as we enjoy Panera Bread Company food, we cannot in good conscience recommend the approval of this text amendment. We urge all commissioners to think of the benefits of not having a drive-thru window and be assertive in taking action to not increase greenhouse gases. We, the CATF and the residents of Creve Coeur, thank you.

Sincerely,

Judy Campbell, Lead Co-Chair
Climate Action Task Force

**AN ORDINANCE AMENDING SECTION 405.470, CONDITIONAL USES, OF THE CREVE
COEUR ZONING ORDINANCE TO ALLOW FOR DRIVE-THRU RESTAURANTS ON SITES
OF TWO OR MORE ACRES WITH CERTAIN REQUIREMENTS,
AND TO CORRECT A CLERICAL ERROR.**

WHEREAS, an application by Panera Bread Co. was submitted for an amendment to Section 405.470(14) Conditional Uses, of the Creve Coeur Zoning Ordinance to allow for drive-thru restaurant services on sites of two acres; and,

WHEREAS, the Planning and Zoning Commission of the City of Creve Coeur, Missouri has recognized the need for amendments to such regulations in the City Code of Ordinances as set forth herein, to more effectively implement the goals of the Comprehensive Plan and the purposes of the Zoning Code; and,

WHEREAS, the Planning and Zoning Commission of the City of Creve Coeur, Missouri, held a public hearing thereon at the Creve Coeur Government Center on Monday, December 16, 2013, beginning at 7:00 p.m., or immediately following the close of the previous public hearing; and,

WHEREAS, the Planning and Zoning Commission reviewed and, by a vote of _____ recommended approval of the subject amendments at its meeting on Monday, January 6th, 2014; and,

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

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

WHEREAS, the City Council being fully informed finds that amending the City Code of Ordinances would be in harmony with and bear a substantial relation to the public welfare, health, safety, comfort and convenience of the citizens of the City of Creve Coeur and in the public interest.

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

SECTION 1: Section 405.470(8) shall be amended as follows:

SECTION 405.470: CONDITIONAL USES

8. All drive-through and drive-in sales of goods or services including freestanding drive-in banking facilities (not including restaurants) (CC-442100) (conditional use in the "PC", "GC" and "CB" districts).
 - a. Shall provide space for at least three (3) cars per drive-up window or station.
 - b. Shall provide landscaping to screen the view of drive-up waiting spaces from surrounding properties.

- c. Drive-up window access, waiting spaces and egress shall not interfere with site circulation or be hazardous to motorists entering, exiting or passing by the site.
- d. ~~Drive-thru service for restaurants may be located only on sites of not less than three (3) acres.~~

SECTION 2: Section 405.470(14) shall be amended as follows:

SECTION 405.470: CONDITIONAL USES

- 14. Food services and drinking places--(NAICS 722). Shall be located on sites of not less than two (2) acres with the following exceptions and conditions:
 - a. The acreage requirement does not apply to restaurants without drive-thru or drive-up services within the "GC" District;
 - b. The acreage requirement does not apply to restaurants without drive-thru or drive-up services ~~properties~~ in the "CB", "PO", "PC" and "LI" Districts that are located within a retail or office building, provided that such restaurants do not collectively occupy more than forty percent (40%) of the building square footage; and
 - c. Drive-thru or drive-up services shall only be on sites of two or more acres in all zoning districts:
 - (1) Shall be within a building of at least two (2) stories in height and designed for use by office or residential tenants in addition to the restaurant and other retail uses, with a continuous structure frontage of at least two hundred feet (200').
 - (2) Shall provide space for at least three (3) cars per drive-up window or station.
 - (23) Shall provide landscaping to screen the view of drive-up waiting spaces from surrounding properties. An opaque masonry barrier, earth berm or heavy landscaping, as determined by the Commission taking into consideration topography, site lines and other relevant circumstances, for noise and sight abatement shall be located and maintained between that drive-thru facilities and any adjacent residentially zoned properties
 - (34) Drive-up window access, waiting spaces and egress shall not interfere with site circulation or be hazardous to motorists or pedestrians entering, exiting or passing by the site.
 - (45) Drive-thru service for restaurants may be located only on sites of not less than three (3) acres. No access shall be permitted from the property to any minor residential or minor subdivision streets.
 - d. *In the "MX" District:*
 - (1) Restaurants cannot be located on sites that adjoin or abut property within an "A", "B", "C" or "D" Single-Family Residential District or that adjoin or abut property within an "AR" Attached Single-Family Residential District used for attached single-family dwellings including town homes or duplexes but excluding multi-family dwellings;
 - (2) Shall be located on sites of not less than two (2.0) acres;
 - (3) Shall be located on the ground floor of the structure;

BILL NO. _____

ORDINANCE NO. _____

- (4) Shall not occupy more than forty percent (40%) of the approved building square footage for the building footprint and a single eating and drinking establishment shall not exceed three thousand five hundred (3,500) square feet in size;
- (5) Shall have a minimum of sixteen (16) seats for dining; and
- (6) Shall not provide drive-thru or drive-up services to patrons. *"Drive-thru"* and *"drive-up"* shall mean service to on-premises patrons who do not enter the restaurant/patio area, but rather receive service through a drive-up window and/or receive food service in their automobiles.

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

ADOPTED THIS ____ DAY OF _____, 2014.

SCOTT SAUNDERS
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2014.

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK

**AN ORDINANCE AMENDING SECTION 405.470, CONDITIONAL USES, OF THE CREVE
COEUR ZONING ORDINANCE TO ALLOW FOR DRIVE-THRU RESTAURANTS ON SITES
OF TWO OR MORE ACRES WITH CERTAIN REQUIREMENTS,
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WHEREAS, an application by Panera Bread Co. was submitted for an amendment to Section 405.470(14) Conditional Uses, of the Creve Coeur Zoning Ordinance to allow for drive-thru restaurant services on sites of two acres; and,

WHEREAS, the Planning and Zoning Commission of the City of Creve Coeur, Missouri has recognized the need for amendments to such regulations in the City Code of Ordinances as set forth herein, to more effectively implement the goals of the Comprehensive Plan and the purposes of the Zoning Code; and,

WHEREAS, the Planning and Zoning Commission of the City of Creve Coeur, Missouri, held a public hearing thereon at the Creve Coeur Government Center on Monday, December 16, 2013, beginning at 7:00 p.m., or immediately following the close of the previous public hearing; and,

WHEREAS, the Planning and Zoning Commission reviewed and, by a vote of _____ recommended approval of the subject amendments at its meeting on Monday, December 16, 2013; 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.

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- c. Drive-up window access, waiting spaces and egress shall not interfere with site circulation or be hazardous to motorists entering, exiting or passing by the site.
- d. ~~Drive-thru service for restaurants may be located only on sites of not less than three (3) acres.~~

SECTION 2: Section 405.470(14) shall be amended as follows:

SECTION 405.470: CONDITIONAL USES

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 - a. The acreage requirement does not apply to restaurants without drive-thru or drive-up services properties within the "GC" District;
 - b. The acreage requirement does not apply to restaurants without drive-thru or drive-up services in the "CB", "PO", "PC" and "LI" Districts that are located within a retail or office building, provided that such restaurants do not collectively occupy more than forty percent (40%) of the building square footage; and
 - c. Drive-thru or drive-up services shall only be on sites of two or more acres in all zoning districts:
 - (1) Shall be within a building of at least two (2) stories in height and designed for use by office or residential tenants in addition to the restaurant and other retail uses, with a continuous structure frontage of at least two hundred feet (200').
 - (2) Shall provide space for at least three (3) cars per drive-up window or station.
 - (23) Shall provide landscaping to screen the view of drive-up waiting spaces from surrounding properties. An opaque masonry barrier, earth berm or heavy landscaping, as determined by the Commission taking into consideration topography, site lines and other relevant circumstances, for noise and sight abatement shall be located and maintained between that drive-thru facilities and any adjacent residentially zoned properties
 - (34) Drive-up window access, waiting spaces and egress shall not interfere with site circulation or be hazardous to motorists or pedestrians entering, exiting or passing by the site.
 - (45) ~~Drive-thru service for restaurants may be located only on sites of not less than three (3) acres~~ No access shall be permitted from the property to any residential subdivision streets.

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

ADOPTED THIS ____ DAY OF _____, 2014.

SCOTT SAUNDERS
PRESIDENT OF CITY COUNCIL

BILL NO. _____

ORDINANCE NO. _____

APPROVED THIS ____ DAY OF _____, 2014.

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK

**AN ORDINANCE AMENDING SECTION 405.470, CONDITIONAL USES, OF THE CREVE
COEUR ZONING ORDINANCE TO ALLOW FOR DRIVE-THRU RESTAURANTS ON SITES
OF TWO OR MORE ACRES WITH CERTAIN REQUIREMENTS,
AND TO CORRECT A CLERICAL ERROR.**

WHEREAS, an application by Panera Bread Co. was submitted for an amendment to Section 405.470(14) Conditional Uses, of the Creve Coeur Zoning Ordinance to allow for drive-thru restaurant services on sites of at least two acres but less than three acres; and,

WHEREAS, the Planning and Zoning Commission of the City of Creve Coeur, Missouri has recognized the need for amendments to such regulations in the City Code of Ordinances as set forth herein, to more effectively implement the goals of the Comprehensive Plan and the purposes of the Zoning Code; and,

WHEREAS, the Planning and Zoning Commission of the City of Creve Coeur, Missouri, held a public hearing thereon at the Creve Coeur Government Center on Monday, December 16, 2013, beginning at 7:00 p.m., or immediately following the close of the previous public hearing; and,

WHEREAS, the Planning and Zoning Commission reviewed and, by a vote of _____ recommended approval of the subject amendments at its meeting on Monday, January 6, 2014; and,

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

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

WHEREAS, the City Council being fully informed finds that amending the City Code of Ordinances would be in harmony with and bear a substantial relation to the public welfare, health, safety, comfort and convenience of the citizens of the City of Creve Coeur and in the public interest.

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

SECTION 1: Section 405.470(8) shall be amended as follows:

SECTION 405.470: CONDITIONAL USES

8. All drive-through and drive-in sales of goods or services including freestanding drive-in banking facilities (not including restaurants) (CC-442100) (conditional use in the "PC", "GC" and "CB" districts).
 - a. Shall provide space for at least three (3) cars per drive-up window or station.
 - b. Shall provide landscaping to screen the view of drive-up waiting spaces from surrounding properties.

- c. Drive-up window access, waiting spaces and egress shall not interfere with site circulation or be hazardous to motorists entering, exiting or passing by the site.
- d. ~~Drive-thru service for restaurants may be located only on sites of not less than three (3) acres.~~

SECTION 2: Section 405.470(14) shall be amended as follows:

SECTION 405.470: CONDITIONAL USES

- 14. Food services and drinking places--(NAICS 722). Shall be located on sites of not less than two (2) acres with the following exceptions and conditions:
 - a. The acreage requirement does not apply to restaurants without drive-thru or drive-up services within the "GC" District;
 - b. The acreage requirement does not apply to restaurants without drive-thru or drive-up services in the "CB", "PO", "PC" and "LI" Districts that are located within a retail or office building, provided that such restaurants do not collectively occupy more than forty percent (40%) of the building square footage; and
 - c. Drive-thru or drive-up services shall only be on sites of two or more acres in all zoning districts:
 - (1) Shall provide space for at least three (3) cars per drive-up window or station.
 - (2) Shall provide landscaping to screen the view of drive-up waiting spaces from surrounding properties.
 - (3) Drive-up window access, waiting spaces and egress shall not interfere with site circulation or be hazardous to motorists or pedestrians entering, exiting or passing by the site.
 - (4) Drive-thru services for restaurants may be located only on sites of not less than three (3) acres, except that such services may be located on sites of at least two (2) acres (but less than three (3) acres) provided that:
 - (a) Such use shall be within a building of at least two (2) stories in height and designed for use by office or residential tenants in addition to the restaurant and other retail uses, with a continuous structure frontage of at least two hundred feet (200').
 - (b) The square footage of the restaurant must exceed four thousand five hundred (4,500) square feet.
 - (c) An opaque masonry barrier, earth berm or heavy landscaping, as determined by the Commission taking into consideration topography, site lines and other relevant circumstances, for noise and sight abatement shall be located and maintained between that drive-thru facilities and any adjacent residentially zoned properties.
 - (d) No access shall be permitted from the property to any minor residential or minor subdivision streets.
 - d. In the "MX" District:
 - (1) Restaurants cannot be located on sites that adjoin or abut property within an "A", "B", "C" or "D" Single-Family Residential District or that adjoin or abut property within an "AR" Attached Single-Family

BILL NO. _____

ORDINANCE NO. _____

- Residential District used for attached single-family dwellings including town homes or duplexes but excluding multi-family dwellings;
- (2) Shall be located on sites of not less than two (2.0) acres;
 - (3) Shall be located on the ground floor of the structure;
 - (4) Shall not occupy more than forty percent (40%) of the approved building square footage for the building footprint and a single eating and drinking establishment shall not exceed three thousand five hundred (3,500) square feet in size;
 - (5) Shall have a minimum of sixteen (16) seats for dining; and
 - (6) Shall not provide drive-thru or drive-up services to patrons. *"Drive-thru"* and *"drive-up"* shall mean service to on-premises patrons who do not enter the restaurant/patio area, but rather receive service through a drive-up window and/or receive food service in their automobiles.

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

ADOPTED THIS ____ DAY OF _____, 2014.

SCOTT SAUNDERS
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2014.

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK

BILL No 5470

ORDINANCE No. _____

AN ORDINANCE AUTHORIZING THE INSTALLATION OF ONE (1) FIRE HYDRANT FOR WEST SIDE OF DECKER LANE NEAR 693 DECKER LANE IN THE CITY OF CREVE COEUR, MISSOURI

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

SECTION 1: As requested by the Creve Coeur Fire Protection District, the Missouri American Water Company, in accordance with its duties pursuant to its certificate of convenience and necessity, shall install one (1) public fire hydrant in the City of Creve Coeur at the following location:

One (1) new public fire hydrant shall be installed on the west side of Decker Lane, on the northeast corner of the proposed Assisted Living Facility at 693 Decker Lane.

SECTION 2: All of said work shall be done under the supervision of the City Council or its proper representative, and for the purpose of this ordinance, the Missouri American Water Company is hereby given permission to make all necessary excavations for the proper execution of said work.

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

ADOPTED THIS ____ DAY OF _____, 2014

SCOTT SAUNDERS
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2014

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN
CITY CLERK

BILL NO. 5471

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE VI, CHAPTER 610, OF THE CODE OF ORDINANCES OF THE CITY OF CREVE COEUR, BY ADDING PROVISIONS REGARDING MOBILE FOOD VENDORS.

WHEREAS, the City licenses and regulates the activities of local businesses and solicitors; and

WHEREAS, the City has decided to permit the operation of mobile food vendors subject to licensing and regulation;

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

Section 1. Chapter 610 of the City Code of Ordinances is hereby revised to read as follows:

CHAPTER 610: SOLICITORS, MOBILE FOOD VENDORS, CANVASSERS, HANDBILLS

SECTION 610.010: GENERALLY

Definitions. For purposes of this Chapter, the following definitions apply:

CANVASSER: Any person who attempts to make personal contact with a resident at his/her residence without prior specific invitation or appointment from the resident or property owner for the primary purpose of:

1. Attempting to enlist support for or against a particular religion, philosophy, ideology, political party, issue or candidate, whether or not if incidental to such purpose the canvasser accepts the donation of money for or against such cause, or
2. Distributing a handbill or flier advertising a non-commercial event or service.

HANDBILL: Any pamphlet, circular, leaflet, booklet, paper or other printed or written material, but shall not include, newspapers, magazines and periodicals.

HANDBILLER: Any person who goes upon any private premises (residential or business) to distribute any handbill, without attempting to make personal contact with any resident, occupant or property owner.

MOBILE FOOD VENDOR: Any person who sells food and/or drinks for immediate consumption from motorized vehicles or nonmotorized carts (pertaining to each vehicle or cart, not the central location from which they are serviced which, if located in the City, would be subject to the zoning code, see NAICS 722330).

PERSON: As defined in [Section 100.020](#).

SOLICITOR: Any person who goes upon the private premises (residential or business) of another and attempts to make personal contact with a resident or occupant without prior specific invitation or appointment from the resident, occupant or property owner for the primary purpose of:

1. Attempting to sell or offering for sale any goods, [food or drinks](#), wares, merchandise, magazines, chances, raffle tickets or service; or
2. Attempting to obtain a donation to a particular patriotic, philanthropic, social service, welfare, benevolent, educational, civic, fraternal, charitable, political or religious purpose, whether or not if incidental to such purpose there is the sale of some good or service; or
3. Soliciting orders and making deliveries of merchandise, services or products to a person at a later date; or
4. Distributing handbills or fliers for a commercial purpose, advertising an event, activity, good or service that is offered to the resident for purchase at a location away from the residence or at a time different than the time of the visit. (R.O. 2008 §15-146; Ord. No. 3051 §1, 4-11-05)

SECTION 610.020: LICENSE -- REQUIRED

A. **Solicitors - Invitation--Appointment.** It shall be unlawful for any solicitor to go upon the private premises (residential or business) of another and attempt to make personal contact with a resident or occupant without prior specific invitation or appointment from the resident, occupant or property owner for the primary purpose of acting as a solicitor without first obtaining at the City Finance Department a proper license for such activity.

B. Mobile Food Vendors. It shall be unlawful for any mobile food vendor to conduct sales anyon any residential property or private street, except to the extent servicing a residential property or private street as a caterer hired by the person(s) in charge of the property or street for a private event. It shall be unlawful for any mobile food vendor to conduct sales on - any non-residential property without- prior specific invitation or appointment from the person(s) in charge of the property and a proper license for such activity obtained at the City Finance Department, except to the extent servicing a non-residential property as a caterer hired by the person(s) in charge of the property for a private event. It shall be unlawful for any mobile food vendor to conduct sales on any public street: (i) by means of stopping, standing or parking other than temporary stops (not to exceed five minutes) that do not obstruct traffic; or (ii) without a proper license for such activity obtained at the City Finance Department. A person associated with a mobile food vendor shall not solicit customers on a door-to-door basis without a separate solicitation license.

CB. Canvassers--Handbillers. A canvasser or handbiller is not required to have a license but any canvasser or handbiller wanting a license for the purpose of reassuring City residents of the canvasser's or handbiller's good faith shall be issued one upon request.

~~DE~~. *Exceptions.* This Chapter shall not apply to a Federal, State or local government employee acting in the performance of his/her duty for his/her employer nor shall it apply to any person under the age of sixteen (16) years soliciting for a non-profit or charitable organization as defined in [Section 610.030\(B\)\(3\)](#). (R.O. 2008 §15-147; Ord. No. 3051 §1, 4-11-05)

SECTION 610.030: LICENSE APPLICATION -- FEES

A. *License Application.* Each person desiring to act as a solicitor [or mobile food vendor](#) within the City limits shall apply for a license for such activity at the City Finance Department before undertaking such activity, shall produce an official photographic identification card such as a driver's license, State identification card, passport or other identification card (issued by a government within the United States) and complete an application containing the following:

1. Full name of the applicant, including any nickname or alias used during the past ten (10) years.
2. Date and place of birth and (if available) the Social Security number of such person.
3. The current permanent and local address (if any), home telephone number and cellular phone number of the applicant.
4. A brief description of the proposed soliciting [or mobile food vending](#) activity. (Copies of ~~the literature~~[any literature](#) to be distributed may be included as part of this description at the option of the applicant.)
5. A statement as to whether or not the applicant has ever been convicted of any felony or misdemeanor (excluding minor traffic offenses) and, if so, the nature of the offense, the penalty imposed and when and where the conviction or convictions occurred.
6. The make, model, year, color, identification number, proof of insurance and State license plate number of each motor vehicle which shall be used in the applicant's proposed activity.
7. A statement by the applicant as to whether or not a solicitation [or mobile food vendor](#) license for such person has been denied or revoked by any other governmental entity and, if so, the name of each governmental entity denying or revoking said license, the reason for each denial or revocation and the date(s) of same.
8. A statement as to the duration of the intended soliciting [or mobile food vending](#).
9. If funds are to be solicited [for donation](#):
 - a. The name, phone number and permanent address of the organization or person who can provide a prospective donor with more information about the use of such funds.
 - b. The name, address and phone number of the organizations or persons for whom solicitors receive donations or profits.

10. For a mobile food vending license, a copy of current St. Louis County Health Department mobile food permit shall be required for each vehicle to be used to conduct the mobile food vending business, and compliance with Sections 605.010 and 605.020 shall be demonstrated.

11. The application shall be signed and the applicant shall certify that all statements are true to the best of his/her knowledge and the applicant's signature shall be notarized.

B. Fees.

1. *License required.* Any person who desires to solicit within the City limits for any of the purposes mentioned in the definitions of "solicitor" in Section 610.010 of this Chapter or who needs a license for mobile food vending as provided in Section 610.020 shall apply for a license for such activity at the City Finance Department before undertaking such activity. A mobile food vendor does not also require a City business license, unless the central location that services the vehicles and carts is located in the City. A mobile food vendor may not sell alcohol without separate license and any required approvals.

2. *Fees.* Solicitors shall pay a fee of twenty-five dollars (\$25.00) ~~and valid~~ for a license valid for three (3) months for each ~~per person to be such soliciting is~~ authorized to ~~solicit~~ ~~be carried on~~ within the City limits. Solicitors may elect to pay a fee of one hundred dollars (\$100.00) for a license valid for twelve (12) months annually for each person to be authorized requesting to solicit within the City limits under this Chapter. Mobile Food Vendors shall pay a fee of one hundred dollars (\$100.00) for a license valid for twelve (12) months for each vehicle or cart to be used in the City. All fees shall be paid in advance for the period of soliciting or vending set forth in the license application.

3. *Exempt from fees.* All non-profit and charitable organizations recognized as such by either the United Way Fund, Internal Revenue Service, the Better Business Bureau of St. Louis or any other recognized charitable screening organization shall be exempt from the terms of this Subsection regarding solicitation fees only. (R.O. 2008 §15-148; Ord. No. 3051 §1, 4-11-05)

SECTION 610.040: INVESTIGATION OF APPLICANT

During the period of time following the application for a license to solicit or conduct mobile food vending, the Chief of Police shall supervise an investigation as to the truth and accuracy of the information contained on the application as required in Section 610.030 herein to determine whether or not the applicant is entitled to the license as herein above stated. If the Chief of Police has not completed his/her investigation within five (5) business days, the license will nonetheless be issued by the Finance Director, subject however, to revocation upon completion of such investigation. Such a revocation may be implemented without hearing and shall have the same effect as a denial. (R.O. 2008 §15-149; Ord. No. 3051 §1, 4-11-05)

SECTION 610.050: ISSUANCE OF LICENSE

Five (5) business days after the application is submitted to the City or sooner if reasonably possible, the requested license shall be issued by the Finance Director unless:

1. The application is incomplete.
2. The applicant has been convicted of any felony or any misdemeanor involving moral turpitude, trespassing or any offense against the person or property of another within the past seven (7) years.
3. If any statement upon the application is false, unless the applicant can demonstrate that the falsehood was the result of excusable neglect.
4. If the particular individual for whom a license is requested, has or has had a previous license revoked in this or any other governmental entity for cause which could be grounds for denial or revocation under this Chapter. (R.O. 2008 §15-150; Ord. No. 3051 §1, 4-11-05)

SECTION 610.060: DENIAL OR REVOCATION OF LICENSE

A. If the Finance Director denies (or upon completion of an investigation revokes) a license, he/she shall prepare promptly (and in no event later than two (2) business days after the denial or revocation) a written report of the reason(s) for the denial or revocation, which shall be immediately made available to the applicant.

B. Any license granted hereunder may be revoked by the Finance Director for any of the following causes:

1. Any violation of ~~City ordinance this Chapter~~ by the person for whom the particular license was issued in connection with the exercise of the authority granted by the license. Mobile food vendors shall be subject to all provisions of the City's sign regulations, Sections 405.910 et seq., and are not exempt from subsection 405.930.D.6.
2. Fraud, misrepresentation or incorrect statements made in the course of carrying on the licensed activity.
3. Conviction of a felony without limitation as to time or a misdemeanor involving moral turpitude, trespassing or any offense against the person or property of another (within the last seven (7) years).
4. Conducting the licensed activity in such a manner as to constitute a breach or disturbance of traffic or the peace or a menace or nuisance to the health, safety or general welfare of the public.
5. For a mobile food vendor, revocation of St. Louis County Health Department permit, or failure to comply with sales tax laws.

(R.O. 2008 §15-151; Ord. No. 3051 §1, 4-11-05)

SECTION 610.070: APPLICANT'S RIGHTS UPON DENIAL OR REVOCATION OF LICENSE

If a license is denied or revoked, said applicant shall have at his/her option an appeal relative to the denial or revocation of the license before the City Administrator. Such appeal shall be filed in writing within ten (10) days of the denial or revocation. (R.O. 2008 §15-152; Ord. No. 3051 §1, 4-11-05)

SECTION 610.080: HEARING ON APPLICANT'S DENIAL OR REVOCATION OF LICENSE, PROCEDURE

If the applicant requests a hearing before the City Administrator under [Section 610.070](#), the hearing shall be held in accordance with the Administrative Procedures Act of the State of Missouri, Chapter 536, RSMo., and review from the decision shall be had to the Circuit Court of St. Louis County, Missouri, on the record. (R.O. 2008 §15-153; Ord. No. 3051 §1, 4-11-05)

SECTION 610.090: VALIDITY OF LICENSE

Except for three-month solicitation licenses, ~~Aa~~ license issued hereunder shall be valid for a period of one (1) year from its date of issuance by the City or on the dates for which the license is issued and the proper fees paid, whichever is less. (R.O. 2008 §15-154; Ord. No. 3051 §1, 4-11-05)

SECTION 610.100: GENERAL PROHIBITIONS

A. No solicitor, canvasser, [mobile food vendor](#) or handbiller shall enter upon any private property where the property is clearly posted by a sign visible and legible from the right-of-way, public or private, indicating a prohibition against soliciting, canvassing, [mobile food vending](#) or handbilling at said property. It shall be sufficient for such sign to contain the words "no solicitors" in letters of at least two (2) inches in height.

B. If any solicitor, canvasser, [mobile food vendor](#) or handbiller shall enter any private property, which property is not posted by a sign, as provided in Subsection (A) above, but where they are notified by means of a sign or sticker placed upon any door or entranceway leading into the residence or commercial unit at which guests or customers would normally enter the residence or commercial unit, which sign or sticker contains letters of not less than one-fourth (¼) inch in height and contains the words "no solicitors" and which is visible to any solicitor, canvasser, [mobile food vendor](#) or handbiller, then the solicitor, canvasser, [mobile food vendor](#) or handbiller shall forthwith remove himself/herself from the property without disturbing the ~~occupantspersons living therein~~. A prohibition against any soliciting activity shall be interpreted as a prohibition against any soliciting, handbilling, [mobile food vending](#) or canvassing activities, unless otherwise stated therein.

C. Handbills shall only be left at the front entrance of a residence or commercial unit, unless the premises does not have a front entrance or it is obvious that the front entrance is not used, in which case the handbill shall be left at such entrance as is most obviously used as a guest or

customer entrance. No handbiller shall throw, deposit, place, scatter or distribute any handbill upon any private premises, including private premises open to the public and including on any automobile or other motor vehicle on such premises, in any other manner besides that described in the preceding sentence unless authorized in writing by the property owner or legal occupant to do so. No handbiller shall distribute, deposit or place any handbill in or on an automobile or other motor vehicle that is parked on any street or in any public place unless authorized in writing by the owner or operator of the vehicle. No handbiller shall affix any handbill to any tree, lamppost, utility pole or any other surface as specified in the Code of Ordinances [Section 405.930 \(D\)](#).

D. Even though a solicitor [or mobile food vendor](#) obtains the consent of the ~~person(s) in charge of a property manager or owner~~ to solicit in a multi-tenant dwelling, building or development, the solicitor [or mobile food vendor](#) shall not solicit from any tenant therein whose property is posted in the manner provided in Subsection (B) above. For the purpose of this paragraph, a "multi-tenant dwelling or building" shall be any building containing two (2) or more units within said building. A "multi-tenant development" shall be construed as two (2) or more multi-tenant structures owned or managed by the same person(s), firm or corporation.

E. Any solicitor, [mobile food vendor](#) or canvasser shall use the front entrance of the residence or commercial unit, unless the residence or commercial unit does not have a front entrance or it is obvious that the front entrance is not used, in which case the solicitor, [mobile food vendor](#) or canvasser shall use such entrance as is most obviously used as a guest or customer entrance to the residence or dwelling unit, but no solicitor, [mobile food vendor](#) or canvasser shall go from door to door at a location in an attempt to avoid a "no solicitation" notice.

F. No solicitor, canvasser, [mobile food vendor](#) or handbiller shall remove any yard sign, door or entrance sign or sticker which is placed there by a resident, owner or tenant as a notice that such owner or tenant does not invite or allow solicitation, canvassing, [mobile food vending](#) or handbiling.

G. Any solicitor, canvasser, [mobile food vendor](#) or handbiller who shall violate any of the provisions of this Section and any Subsections hereof shall commit a trespass on such property and upon conviction thereof shall be penalized as hereafter provided by the ordinances of the City.

H. The above provisions ~~of this Section 610.100~~ shall not apply to any solicitor, canvasser, [mobile food vendor](#) or handbiller who shall have received an invitation from the ~~occupant property owner of a residence or tenant of a residence or dwelling unit~~ prior to entering upon any posted property for purposes of soliciting, canvassing, [mobile food vending](#) or handbiling. (R.O. 2008 §15-155; Ord. No. 3051 §1, 4-11-05; Ord. No. 5028 §3, 2-25-08; Ord. No. 5047 §1, 6-23-08)

SECTION 610.110: TIME LIMITS

No person shall solicit, canvass, ~~conduct or operate a mobile food vending other than as a hired caterer at a private event business~~ or distribute handbills within the corporate limits of the City

except between the hours of 9:00 A.M. and the time designated as sunset published for that date in the St. Louis Post-Dispatch or 7:30 P.M., whichever is earlier. When not in lawful use, mobile food vendor's vehicles and carts either shall be stored at a central location within the City authorized for such business in compliance with the Zoning Code, or if none, then they shall be removed from the City. This section shall not apply to a mobile food vendor operating as a hired caterer at a private event. (R.O. 2008 §15-156; Ord. No. 3051 §1, 4-11-05)

SECTION 610.120: POSSESSION AND DISPLAY OF LICENSE

A. No person shall solicit or operate as a mobile food vendor within the corporate limits of the City without having in their possession a copy of a valid City ~~solicitor's~~ license as required by this Chapter 610. A solicitor; said license shall be worn on the outer clothing of the individual as so to be reasonably visible to any person. Any solicitor shall also have in his/her possession an official photographic identification card as described in Section 610.030(A) and shall produce said solicitor's license and identification upon request by a Creve Coeur Police Officer. A mobile food vendor license shall be posted on the vehicle or cart so as to be readily visible by the public during operations.

B. No person holding a license or an agent, member or representative of the same shall advertise, represent or hold out in any manner that such license is an endorsement of the holder by the City.

C. The form of license shall include a color photo ID with the individual's name, appropriate class of license and confirmation of ~~issuance~~ by the City. (R.O. 2008 §15-157; Ord. No. 3051 §1, 4-11-05)

SECTION 610.125: AUTHORITY TO PROHIBIT SOLICITATION ON STREETS

A. No person shall stand on or in proximity to a street or highway for the purpose of soliciting employment or business from the occupant of any vehicle.

B. The soliciting of donations or contributions from the occupant of any vehicle by persons standing on or in proximity to a street or highway will be permitted only if the following conditions are met:

1. A permit must be obtained from the Chief of Police of the City of Creve Coeur.
2. The soliciting organization must be a bona fide charity as documented by a Section 510(c)(3) Tax Exemption Letter from the Internal Revenue Service.
3. All solicitors must be twenty-one (21) years of age or older.
4. Only one (1) solicitation per organization annually will be approved.

5. The soliciting organization will submit an agreement to hold harmless the City of Creve Coeur from any and all liability from any actions of the organization and/or solicitors resulting from the solicitation.

6. The locations of such solicitation shall be determined by the Chief of Police based on proper traffic and safety conditions. (R.O. 2008 §16-76; Ord. No. 1118 §1, 9-23-85)

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

ADOPTED THIS ____ DAY OF _____, 2014.

DR. SCOTT SAUNDERS
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2014

BARRY GLANTZ, MAYOR

ATTEST:

DEBORAH RYAN, CITY CLERK, MPCC

Memorandum

To: Mark Perkins, City Administrator, and Paul Langdon, Planning Director
From: Theresa Bradshaw, Public Information Officer and Management Analyst
Date: 1/16/2014
Re: Food Truck Amendment in Solicitors Chapter

This proposed amendment is based on the previous direction of the City Council in which staff was asked to identify a means in which food trucks would be able to operate under moderate regulations in the City of Creve Coeur. In a memo dated 11/6/2013 (attached), staff proposed:

- An amendment to Chapter 610, Solicitors, Canvassers, Handbills, to provide for the regulation and licensing of Mobile Food Vendors
- A text amendment to Chapter 405, Table A – Permitted and Conditional Uses, in order to remove Mobile Food Services from the conditional use permitting process.

Staff was later able to determine that the definition of the Mobile Food Services use contained within Chapter 405, Table A did not apply to the type of use at issue when referencing or discussing “food trucks” or “mobile food vendors.” As such, and as there are no other uses within the table which apply to a mobile food vending business, staff determined a text amendment was unnecessary and the amendment to Chapter 610 was the only necessary remaining action.

The proposed amendment to Chapter 610 defines “mobile food vendor” and ties the regulations previously established in this chapter to the mobile food vending business. The legislation includes a prohibition against mobile food vendors conducting business in public streets and a requirement that mobile food vendors maintain a St. Louis County Department of Health mobile food permit. This amendment does not extend operating hours for food trucks (as mentioned in the 11/6/2013 memo) as vendors will have the option of operating as a catering service for special events and, in doing so, would not be subject to the time restrictions contained in this chapter.

Mobile food vendors will pay \$100 for an annual license and will be subject to the previously established licensing process of Chapter 610. In order to sell alcohol, mobile food vendors will be subject to the liquor licensing process.

TRB

Attachment (1)

Memorandum

To: Mark Perkins, City Administrator, and Paul Langdon, Planning Director
From: Theresa Bradshaw, Public Information Officer and Management Analyst
Date: 11/6/2013
Re: Food Truck Legislation Update

After researching best practices regarding food truck regulation and having received feedback from the City Council as to how Creve Coeur should approach these unique businesses, staff has developed a plan for regulation. The plan is based on staff's understanding of the City Council's previous direction, including:

- A desire to make the process simple and relatively attractive to potential vendors
- Food truck operators will not be limited to particular days of the week
- Vendors will be required to provide proof of insurance and obtain county health permits before the city issues a license

The changes will be reviewed after one year. In order to create a licensing process which matches the previously stated intent of the City Council, staff proposes the following:

- Mobile Food Services is currently a conditional use per Chapter 405, Table A – Permitted and Conditional Uses. A text amendment will be proposed to remove food trucks from the conditional use permitting process. This proposed amendment will be forwarded to the Planning & Zoning Commission, tentatively scheduled for the December 16 meeting.
- Chapter 610 provides for the regulation and licensing of solicitors requiring, in part, that solicitors must:
 - o Have a property owner's permission before conducting business
 - o Pay a \$25 fee (valid for three months) or a \$100 annual fee
 - o Operate within the hours of 9:00 a.m. and sunset or 7:30 p.m., whichever is earlier
 - o Have in his/her possession a copy of the Solicitor's License while conducting business in the City of Creve Coeur

Staff will prepare an ordinance amending Chapter 610 and providing for the regulation and licensing of Mobile Food Vendors within this chapter. The revision will include the requirement that Mobile Food Vendors must provide proof of insurance and a copy of a St. Louis County Health Department permit before the city issues a license. The revision would also extend the time during which food trucks can operate to 9:00 p.m. to accommodate special events. The code provides for denial or revocation of a Solicitor's License if the applicant/holder violates

rules and this would remain true for food trucks; if substantial issues arise, the City Council can, at any time, revise the licensing/regulation process or eliminate the program entirely.

If this approach is acceptable, staff will begin the text amendment process and will place the ordinance to amend Chapter 610 on an upcoming City Council agenda.

TRB

RESOLUTION NO. 1096

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AUTHORIZING THE EXECUTION OF A CONTRACT WITH THOUVENOT, WADE & MOERCHEN, INC., FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE COEUR DE VILLE REHABILITATION PROJECT FOR THE AMOUNT OF \$69,905.50.

WHEREAS, the City Council of the City of Creve Coeur authorized the pursuit of federal grant funding for the rehabilitation of Coeur de Ville Drive through Resolution 996 and later authorized the execution of a federal grant agreement for the project through Ordinance 5281;

WHEREAS, the City has been awarded federal grant funding through the Surface Transportation Program (STP) to assist with the cost of designing and constructing the improvements to Coeur de Ville Drive;

WHEREAS, firms offering professional design services have been competitively vetted per the requirements outlined by the Missouri Department of Transportation, the organization that administers the STP grant for Coeur de Ville Drive;

WHEREAS, Thouvenot, Wade & Moerchen, Inc., was determined by City staff to be the best qualified firm to complete the design services;

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

Section 1. The Contract between **Thouvenot, Wade, & Moerchen, Inc.**, and the City regarding the Coeur de Ville Rehabilitation Project, attached hereto as "Exhibit A," with a **contract sum of \$ 69,905.50**, is hereby approved, and the City Administrator is hereby authorized and directed to enter into and execute that Contract. The Contract as executed shall be in substantially the form of "Exhibit A," with such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Resolution. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient, or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the Contract.

Section 2. The execution of the Contract described above and attached hereto as "Exhibit A" shall be contingent upon the approval of the Missouri Department of Transportation (MoDOT), as MoDOT approval of the Contract is required for the obligation of funding for the STP grant for the Coeur de Ville Drive project. Should MoDOT refuse or otherwise fail to approve the Contract in substantially the form of "Exhibit A," authorization to execute this Contract may, at the discretion of the City Administrator, be rescinded, and the Contract shall become void.

Adopted this 27th day of January, 2014.

Barry Glantz
Mayor

Attest:

Deborah Ryan, MPCC
City Clerk

**EXHIBIT A****Contract Agreement for Professional Services – Civil Engineering**

Thouvenot, Wade & Moerchen, Inc. (TWM Inc.) has developed this Plain Language Contract Agreement in hopes that its terms and conditions are clear and easily understood. Still, this agreement is a legal and binding contract between two parties, **TWM Inc.**, and you, the **City of Creve Coeur, Missouri**, as the **CLIENT**. When you see the words “us”, “we”, and “our” they mean **TWM Inc.** When you see the words “you” or “your”, they refer to you as the **CLIENT**. Please read this Contract carefully. It confirms our understanding of the work you desire and the terms and conditions under which we will do that work.

This contract describes the specific professional services that you have requested we provide on the proposed project, **Coeur de Ville Drive Overlay Project STP-5526(639)**, which we will refer to as simply the “**project**”.

The agreement between the City of Creve Coeur, Missouri, (CITY) and Thouvenot, Wade & Moerchen, Inc. (CONSULTANT) covers Engineering Services associated with the design of the proposed project. The proposed project will address the failing roadway pavement, along with deteriorating curb and gutter, within the portion of the roadway owned and maintained by the City and address ADA non-compliant curb ramps and replace portions of the sidewalk that are experiencing differential settlement within the project corridor. The portion of the roadway owned and maintained by the City will be referred to as CITY Owned; likewise the portions owned and maintained by MoDOT will be referred to as MoDOT Owned.

In order to perform services that the CONSULTANT does not offer, the CONSULTANT is employing the assistance of TSi Engineering, Inc. and Arcturis. The following descriptions outline the scope pertinent to their firm. More specific information by task can be found in the scope and fee estimate backup, which is also attached in Exhibit A and B, respectively:

TSi Engineering, Inc. will be responsible for all required geotechnical engineering services and delivering geotechnical reports as needed to complete this project. Likewise, TSi Engineering will provide an assessment of the existing pavement structure and provide a recommendation of a proposed pavement structure based on forecasted traffic for the design year.

Arcturis will be responsible for required landscape design services and delivering reports and plans as needed to complete this project.

SCOPE OF CONSULTANTING SERVICES

In order to achieve the above project goals and objective, the CONSULTANT will provide:

I. PROJECT MANAGEMENT

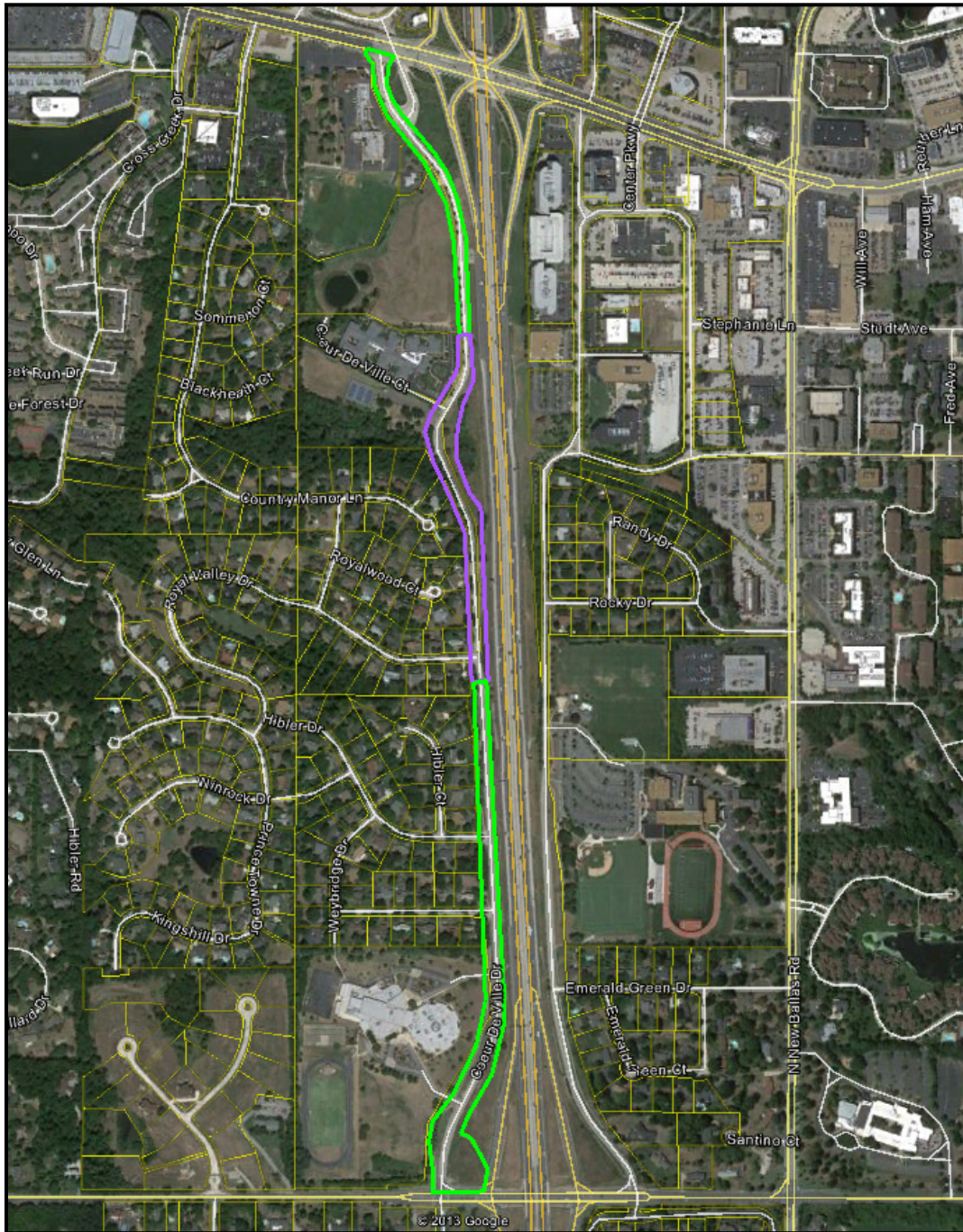
- a. *Client Progress Meetings* will be anticipated for the approximate duration of the schedule (total of 3 meetings anticipated). It is anticipated that all meetings will be held at the CITY’S office. Progress meetings will be scheduled for 2 hours in duration. The CONSULTANT will prepare meeting minutes and distribute to all attendees.
- b. *Internal Team Meetings* will be held as needed to ensure each team member (prime and sub-consultant team members alike) are operating under the same directions and following the same guidance for the project. Meetings will be held either face to face, or by phone/video conference.
- c. *Invoices* will be prepared monthly for the duration of the project which will be assumed to run concurrently through the end of construction. Sub-consultants will prepare individual invoices for their work and submit the invoices to the CONSULTANT, who will summarize all the invoices into one comprehensive invoice.
- d. *Quality Control Plan* - CONSULTANT will establish review and checking procedures for the project deliverables. This includes designated responsibility for implementation of the Plan. Quality Assurance (or the process of executing the established Quality Control procedures) will be included in each individual task items and will be completed at appropriate points in time for that specific task. However, for major deliverables that require assembling data from many different tasks, an additional review will be completed. It is anticipated that these reviews will be completed prior to submittal of the following deliverables:
 - Reconnaissance Phase
 - Preliminary Design Phase
 - Right of Way Documents Phase
 - Final PS&E Phase
 - Construction Services Phase

II. RECONNAISSANCE PHASE

Topographic Surveys:

- a. Provide the location of existing topographic and planimetric features within the survey areas defined as follows and as shown below:

Along Coeur de Ville Drive from approximately Olive Boulevard to Ladue Road. The survey width varies along Coeur de Ville Drive, but generally from right of way to right of way.



- b. Topographic survey will be conducted using robotic total stations and GPS. The Horizontal Datum will be established from the Missouri Coordinate System of 1983, East Zone. The Vertical Datum will be established from the North American Vertical



Datum 1988 (NAVD88). All distances and coordinates shown will be ground values, referenced to the Missouri Coordinate System of 1983, East Zone. Where contours are shown, the contour interval will be at 1-foot intervals.

- c. Within the MoDOT Owned portion of the corridor, which is referenced as Limited Topo and outlined in green, we will locate only planimetric features such as pavement, sidewalk and curb ramps, and utilities. The survey will include enough information to adequately show and describe proposed improvements on the construction plans.
- d. Within the CITY Owned portion of the corridor, which is referenced as Full Topo and outlined in purple, the survey will include, but is not limited to:
 - Establish existing right-of-way boundaries for length of project.
 - Storm sewer inlets and manholes, including incoming and outgoing flowlines and pipe sizes.
 - Sanitary sewer manholes, including incoming and outgoing flowlines and pipe sizes.
 - Landscaping (shrubs, bushes, mulched planting beds)
 - Irrigation sprinkler heads
 - Trees (all sizes), or Tree Lines
 - Edge of pavement and type
 - Edge of sidewalk and type
 - Curb ramps including truncated domes and landing areas at top of ramps
 - Crosswalk markings and tinted/patterned pavement treatments at crosswalks.
 - Commercial and Residential Entrances, pavement type and jointing
 - Raised islands (and type)
 - Highway and street signs.
 - Subdivision monuments
 - Right of way markers
 - Highway or Street lights, and corresponding conduit runs based upon utility locate marks.
 - Mailboxes
 - Traffic signal bases, posts and pull boxes, and corresponding conduit runs based upon utility locate marks.
 - Lighting, signal, or utility boxes, and corresponding conduit runs based upon utility locate marks.
 - Utility valves and meters
 - Utility poles and guy wires
 - Fiber Optic Manhole / Vault, including depth of structure, top slab thickness and manhole frame depth
 - Ridges or valleys or any other breaklines necessary for an accurate Digital Terrain Model (DTM) of the project, and all other pertinent existing features which may affect the proposed design.
 - **NOTE**, we will contact the appropriate underground utility designating authorities, and wait the required period prior to beginning our field work, one time. We will provide miscellaneous "pick-up" surveys as required to tie in additional utilities and other features that may be discovered during the preliminary design phase.

Right-of-Way Surveys:

Verification of Missouri Department of Transportation and Coeur de Ville Drive right-of-way within the project corridor and shown above.

- a. Property research for each subdivision along the alignment and adjacent to Coeur de Ville Road, including property owner name, assessor's map number, and deed book and page, obtained from County records.
- b. Show and locate all existing easements of record for the property either from the record plat or referenced in right of way plans.
- c. Locate existing property corners and MoDOT Right of Way, enough to verify existing rights of way.

III. PRELIMINARY DESIGN PHASE

The CONSULTANT will provide Preliminary Plans (50%) and Engineer's Opinion of Probable Construction Cost. These plans will show the general nature of the proposed improvements and will include the following:

- a. **Cover Sheet** with legend, sheet index, locator map, and abbreviations.
- b. **Typical Sections Sheets** depicting proposed pavement structure as confirmed from geotechnical report.
- c. **Reference Tie Sheet** depicting adopted and set control for the project. Each reference point shall be three-point tied to existing features located outside proposed construction limits.



- d. **Plan and Profile Sheets** - CITY Owned portion will be drawn to a scale of 1" equals 20' horizontally and 1" equals 5' vertically; in the MoDOT Owned portion will be a split plan/plan sheet drawn to a scale of 1" equals 50' horizontally.
- e. **Intersection Geometric Sheets** - Intersection geometries and warping details will be provided for each intersection within the CITY Owned portion of the project.
- f. **Pavement Marking and Signing Sheets** - Striping and Signage plans will be shown on a split plan/plan sheet drawn at a scale of 1" equal to 50' horizontally, with details where needed.
- g. **Traffic Signal Plan Sheets** – Proposed pedestrian signal will be shown on plan sheet at a scale of 1" equal to 20' and will show the proposed Dual-Beacon Compact Solar Crosswalk Flashing Beacon and retrofitted existing crossing near Woodcrest Executive Drive.
- h. **Erosion Control Sheets** - Erosion control plans will be provided on a split plan/plan sheet drawn at a scale of 1" equal to 20' horizontally. Erosion control plans will show specific locations for silt fence, waddles, ditch checks, rock dams, and other erosion control measures. The control measures for the MoDOT owned portion will be included in the Plan and Profile Sheets or by typical details.
- i. **Construction Staging & Traffic Control Sheets** - Construction Staging & Traffic Control shown on split plan sheets drawn to a scale of 1" equals 20' within the CITY Owned and at Ladue Road and at Olive Boulevard. The MoDOT Owned portion will be covered by standard MoDOT traffic control plans. Construction Phasing and Staging Plans will show required lane drops, detours, and required signage. The
- j. **Cross Sections Sheets** for the CITY Owned the cross section will be shown at fifty-foot intervals along the proposed centerline of the alignment, drawn at a scale of 1" equals 5' both horizontally and vertically. The cross sections for the side roads and the MoDOT Owned will be omitted from this proposal.
- k. **Drainage Verification** – The CONSULTANT will perform a limited drainage analysis to verify existing drainage and drainage patterns. It is our understanding that this project does not include modifying the existing storm water drainage, therefore our scope of services excludes drainage layout and design.
- l. **Prepare EOPCC** - The CONSULTANT will, based on the Preliminary Plans, complete a preliminary EOPCC @ +/- 15% contingency.
- m. **MoDOT Coordination** - E-Version Preliminary Plans will be delivered to MoDOT for informational purposes and seeking input from MoDOT relative to its jurisdictional responsibilities and for approval.
- n. **Utility Coordination** - The CONSULTANT will make a Preliminary Plans (this will include seven (7) sets of 1/2 size paper copies) submittal to each utility company with facilities within the project corridor. A PDF copy of this plan set will be made as well and forwarded to the utility companies.
- o. **Environmental and Cultural Considerations and Other Permitting** - It is our understanding that the CITY has addressed these items; therefore our efforts will be minimal. We will review for completion and compliance.

IV. RIGHT OF WAY DOCUMENTS

After review of the preliminary plan comments from the CITY's review, the CONSULTANT will modify the plans to correspond to any CITY driven changes and proceed towards final design of the project. At this point, the CONSULTANT will begin the preparation of Right of Way Documents. The CITY has anticipated the preparation of Right of Way Documents (easements) for up to 6 parcels. A set of Right of Way Documents will include Right of Way Plans, Parcel Exhibits and Legal Descriptions.

For this project, all property takings and easement acquisition will be completed by the CITY, using the Right of Way Documents prepared by the CONSULTANT as follows:

- a. The CONSULTANT shall prepare Right of Way Plans, which may be separate drawings from those used for design and construction details. The Right of Way Plans shall show alignment, geometric design, removal of improvements, drainage facilities, property lines and ownership, other land survey information, street lines and existing right of way and existing easements. The CONSULTANT should also include any plan details, which will require additional right of way or easements during the construction phase of the project such as temporary pavement, temporary erosion control, etc. Areas of new right of way, permanent easements and/or temporary easements required from each individual property owner may be shown in tabular form on the respective sheets. New Right of Way lines and new easements shall be dimensioned by bearings and distances, along with areas defined. Centerline station and offset shall be shown on right of way and/or proposed easement locations throughout the project



- b. Preliminary Right of Way Plans shall be submitted to the CITY for review and approval, prior to submitting to MoDOT.
- c. **Right of Way Plan Sheets** - Plan Sheets will include construction limits (slope lines); drainage facilities; entrances and their reference location, width and type; property owners, with areas of new right of way, easements and remaining property; centerline bearing, ties to legal land corners from centerline stations; existing utility locations and easements, including replacement utility easements; horizontal curvature information; proper right of way symbolization for new right of way and easements, including areas which may be required to accommodate temporary erosion control, and Township, Range, Section and/or U.S. Survey. The Right of Way Plans shall be at the same scale as the construction plans.
- d. The CITY shall review and approve the Right of Way Plans as completed by the CONSULTANT.
- e. MoDOT Coordination - Three (3) half-size sets of Right of Way Plans will be delivered to MoDOT for review and approval.
- f. The CONSULTANT shall provide individual Exhibits for each parcel requiring a temporary or permanent taking, and individual legal descriptions by parcel to accompany any exhibits required for temporary or permanent takings. The total number of exhibits and legal description shall be limited to six (6) for this contract.
- g. Any work required for condemnation of property, once the Right of Way Plans have been submitted and approved, is excluded from this scope of services.
- h. All work under this phase will be completed under the direction and control of a Missouri Licensed Professional Land Surveyor. Two (2) seals will appear on the Right of Way Plans:
 - i. Professional Land Surveyor will seal the Right of Way Plans certifying the proposed right of way, temporary easement, and permanent easement line work, dimensioning, and calculations.
 - ii. Professional CONSULTANT will seal the Right of Way Plans certifying the proposed design for which the takings pertain to.
- i. The CONSULTANT will NOT be responsible for the preparation of any Certified Land Corner documents.
- j. The CONSULTANT will NOT be responsible for the physical monumentation of any proposed right of way or property corners, or the re-establishment of existing corners which may have been damaged, removed, or not found for this project.

V. FINAL PLANS, SPECIFICATIONS & ESTIMATE PHASE

The CONSULTANT will provide Final Plans, Specifications, and Estimate (PS&E) and will include the following:

- a. **Cover Sheet** with legend, sheet index, locator map, and abbreviations.
- b. **Summaries and Schedules of Quantities** - Quantity sheets will include overall summaries and subsequent quantity schedule breakdown with per item/per sheet will be provided.
- c. **Typical Sections Sheets**
- d. **Reference Tie Sheet** depicting adopted and set control for the project. Each reference point shall be three-point tied to existing features located outside proposed construction limits.
- e. **Plan and Profile Sheets** - CITY Owned portion will be drawn to a scale of 1" equals 20' horizontally and 1" equals 5' vertically; in the MoDOT Owned portion will be a split plan/plan sheet drawn to a scale of 1" equals 50' horizontally.
- f. **Curb Ramp Detail Sheets** – Curb ramp geometric layout will be provided at side road intersections and entrances as required. Curb ramp and sidewalk general details will be part of these details.
- g. **Pavement Marking and Signing Sheets** - Striping and Signage plans will be shown on a split plan/plan sheet drawn at a scale of 1" equal to 50' horizontally.
- h. **Erosion Control Sheets** - Erosion control plans will be provided on a split plan/plan sheet drawn at a scale of 1" equal to 20' horizontally, within the CITY owned portion of the project. Any erosion control measures for the MoDOT owned portion will be included on the Plan sheets.
- i. **Construction Staging & Traffic Control Sheets** - Construction Staging & Traffic Control shown on split plan sheets drawn to a reasonable scale. Construction Phasing and Staging Plans will show required lane drops, detours, and required signage.



- j. **Special Detail Sheets** - Sheets will be provided as necessary for special details needed to supplement standard drawings. Detail sheets to include retaining wall details and layout.
- k. **Cross Sections Sheets** for mainline and side roads will be shown at fifty-foot intervals along the proposed centerline of the alignment, drawn at a scale of 1" equals 5' both horizontally and vertically.
- l. **Prepare EOPCC** - CONSULTANT will, based on the Final Design Plans, complete an engineer's opinion of probable construction cost @ +/- 10% contingency.
- m. **MoDOT Coordination** - E-Versions of the Pre-Final and Final Plans will be delivered to MoDOT for review informational purposes and seeking input from MoDOT relative to its jurisdictional responsibilities and for approval.
- n. **Utility Coordination** - The CONSULTANT will make a Final PS&E (this will include seven (7) sets of 1/2 size paper copies) submittal to each utility company with facilities within the project corridor. A PDF copy of this plan set will be made as well and forwarded to the utility companies.

VI. BIDDING SERVICES / CONSTRUCTION SERVICES PHASE

Bidding Services for this project will include:

- a. The CONSULTANT will review the front end documents provided by the CITY.
- b. Assist the CITY with answering Requests for Information (RFI) during the bidding phase.
- c. Assist the CITY with written clarifications in response to RFI's (in the form of addenda to the advertisement for bids).
- d. Attendance at the pre-construction meeting at the request of the City.
- e. Shop drawing review for various items as required in the contract. Items included, but not limited to, modular block retaining walls, traffic signal equipment, paint specifications, mix designs, material certifications, and truncated dome curb ramp inserts.
- f. Assist the CITY with answering contractor questions during construction, for special issues regarding plan conformance or plan interpretation.

VII. DELIVERABLES PROVIDED BY CONSULTANT

CONSULTANT will deliver or provide the labor and materials for the following submittals:

- a. The services of all professionals and technical personnel required for the performance of the services described under the Scope of Services above.
- b. Technical Summaries
- c. Three (3) half-size sets of Preliminary Plans to the CITY, an E-Version submittal to MoDOT, and seven (7) full size sets to the utility companies
- d. Three (3) half-size sets of Right of Way Plans for preliminary review by the CITY and MoDOT. Three (3) sets of Easement Exhibits and Legal Descriptions to the City. Additionally, One (1) E-Copy for submittal to the CITY.
- e. Three (3) half-size sets of Construction Plans for preliminary review by the CITY and MoDOT, and seven (7) half-size sets to the utilities
- f. Three (3) full-size sets of Final Construction Plans to the CITY, an E-Version submittal to MoDOT, and seven (7) half-size sets to the utilities. Additionally, One (1) E-Copy for submittal to the CITY's online plan room of choice.
- g. Engineer's Opinion of Probable Construction Costs at the various stages of the project.
- e. CAD file in .dgn file format utilizing Missouri Department of Transportation (MoDOT) CAD standards containing all of the above information, processed to MoDOT standard symbology in the Missouri Coordinate System of 1983, East Zone. We will also provide a .dwg file, from converting the .dgn file.



VIII. EXCLUSIONS TO THIS PROPOSAL

- a. Traffic signal design warrants for, or any other related traffic signal work that is not included in this proposal.
- b. Completion of traffic counts neither by automated means nor by hand count.
- c. Right of way acquisition services other than those plans specifically outlined in this proposal
- d. Noise Analyses
- e. Drainage Analysis & Narrative, except described here within.
- f. Air Quality Analyses
- g. Environmental Consultations & Other Permitting
- h. Wetland Mitigation / Soil Mitigation Plan.
- i. Archeological / Historical / Cultural Exploration
- j. Hazardous Waste Investigations/Exploration
- k. Full size mylars at final submission
- l. Attendance at the bid opening
- m. Construction Phase services, including construction supervision or evaluation of potential low bidders. Construction phase services limited to attendance at the preconstruction meeting, answering requests for information, and developing addendums.
- n. Any fees required for approvals or permits
- o. Modular Block Retaining Wall design (modular block retaining wall layout will be provided as required, but strap design will be required by contractor.) Should be verified with the City as to our role in the design of the retaining wall.
- p. Any work related to condemnation of specific parcels.
- q. GIS-related work or conversion of project construction documents thereto
- r. Design for relocation of existing utilities. (No fee has been allocated for the cost of redesign of any of the facilities).

FEES - BASIC SCOPE OF SERVICES

We agree to provide the **Basic Scope of Services** listed above in exchange for your payment of the following fees:

A. Engineering and Land Surveying Services

For a Fee Not to Exceed \$ 69,905.50

BILLING AND PAYMENT

We will bill you, at the address listed for you in this contract, for the **Basic Scope of Services** we have provided as well as for any additional services you requested in the following manner:

- A. For the **Engineering and Land Surveying Services** we will bill you for the number of hours it takes to complete this work, multiplied by the fee for the job classification of each person working those hours, plus any reimbursable costs we incur on this project, not to exceed fee outlined above.

For all of the above, payment is due when you receive our respective invoice. You agree to both process and pay our invoices promptly. While we are not obligated to do so, if after thirty (30) days, any portion of any invoice remains unpaid, you agree that we have the right to charge you interest, at a rate of up to 1½ percent per month for any balance unpaid.



Except as provided by law or allowed in writing by us, our invoices are not subject to unilateral set-offs, back charges or discounts by you. You must pay the full amount of the invoice. Unless otherwise specified within this Contract, you can not retain any money due to us, or otherwise reduce the amount of any invoice we send to you.

If you have a question about or disagree with any portion of any invoice, you should notify us in writing within fifteen (15) calendar days of receipt of the invoice, specifically describing the reason for your dispute. We will then work towards resolving any issue with you within thirty (30) calendar days. Any portion of the invoice that is not in dispute remains due and should be paid by you by the due date.

INFORMATION WE NEED FROM YOU

We need you to provide to us with some specific information so we can perform our Scope of Services. That includes:

1. A current title insurance commitment or title insurance policy pertaining to the subject properties.
2. 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.

ADDITIONAL SERVICES

You may request that we provide any additional services not included in the **Basic Scope of Services** above, and do so either on your verbal authority at our current hourly rates, or by requesting a written addendum to this contract. We may also request authorization for additional services via a written contract addendum. Any such addendum will also identify adjustments to the project schedule and fees in order to include the requested additional services.

As a firm, we may offer other services that you have not requested we provide. If you have not requested those services from us, they are not included within the **Basic Scope of Services** listed above, and therefore also not included in any fees listed above. If the nature of the project requires or warrants additional services but you choose not to secure those services from us, you still retain the responsibility to secure those services from another appropriate and qualified consultant.

We are not responsible for addressing within our design or fees, any environmental conditions you might encounter or find, including but not limited to garbage, dumping sites, petroleum tanks or radioactive waste, nor are we responsible for non-compliance with any permit requirements associated with the above, or for any other requirement not included within our Scope of Services.

INSURANCE

We agree to obtain insurance from a reputable insurance company and to maintain that insurance throughout the term of this contract. Our current insurance coverage and limits are included in this contract as **Attachment II – Schedule of Insurance**. At your request, we will provide you with a certificate of insurance on the standard ACCORD form issued by an authorized representative of our insurer, as evidence that we have obtained insurance coverage applicable to this Agreement.

As to Professional Liability /Errors & Omissions Insurance, we agree to maintain that insurance throughout the design and construction of this project, and for a period of one year following substantial completion, provided that coverage is reasonably available at commercially affordable premiums. For the purposes of this Contract, “reasonably affordable” and “commercially available” mean that more than half the design professionals practicing in the State of Illinois and in this specific discipline are able to obtain such coverage.

You may request that we secure and provide project specific insurance with higher limits than we would normally carry, and for a specific length of time, provided that you also agree to pay for the higher cost of the premiums for that insurance.

RIGHT OF ENTRY

Throughout the term of this Contract, you agree to obtain and grant to us and our personnel, reasonable and necessary nonexclusive access to the project site and property so that we can fulfill our **Basic Scope of Services** listed above. While on the project site and property, our personnel will make every reasonable effort to protect that property and to comply with applicable safety procedures, including those specifically communicated to us by you. You understand that the use of surveying or other equipment may unavoidably cause some minor damage to trees, shrubs, crops or sod, the correction of which is not a part of this Contract.

QUALIFICATIONS



We employ Licensed / Registered Land Surveyors, Licensed Professional Engineers, and Licensed Structural Engineers. When appropriate, our work will be performed by or under the direct supervision of one of those professionals and when applicable, documents submitted to you or on your behalf will bear the seal of the respective Surveyor or Engineer and certification to that effect.

SPECIFIC TERMS AND CONDITIONS

This contract is based upon the following specific terms and conditions:

1. When we submit any drawings, plans, specifications, plats, descriptions, or other documents to you for your review you agree to review them within thirty (30) days to determine if they are generally acceptable and if so, to note your approval, which shall not be unduly withheld.
2. As part of your review, should you detect what you believe to be errors, necessary changes, or failure on our part to complete our responsibilities under the Basic Scope of Services above, you are to immediately notify us. We will then correct any errors you note or complete any remaining tasks, as necessary.
3. You agree, to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) should you fail or refuse to comply with any local, state or federal ordinance, code, law or other regulation as they apply to this project, or should your other consultants, subconsultants, contractors or subcontractors, fail or refuse to comply with any local, state or federal ordinance, code, law or other regulation as they apply to this project, and an injury, claim or loss arises or is alleged as a result.

ATTACHMENTS

The following are attached to this contract and are hereby incorporated into the contract and made part of it by this reference.

- ATTACHMENT I: GENERAL TERMS AND CONDITIONS**
- ATTACHMENT II: SCHEDULE OF INSURANCE**
- ATTACHMENT III: SCHEDULE OF FEES**
- EXHIBIT A: TSI ENGINEERING, INC. PROPOSAL**
- EXHIBIT B: ARCTURIS PROPOSAL**



ACCEPTANCE

This Contract and any and all attachments comprise the final and complete agreement between you and us. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Contract. Execution of this Contract signifies that each party has read the document thoroughly, has had any questions explained by independent counsel and is satisfied. Amendments to this Contract shall not be binding unless made in writing and signed by both you and by us.

IN WITNESS WHEREOF, the parties hereto have made and executed this **CONTRACT** on this _____ day of _____, 2014.

CITY OF CREVE COEUR, MISSOURI

THOUVENOT, WADE & MOERCHEN, INC.

Barry L. Glantz, Mayor **Date**

Robert DeConcini, P.E. **Date**
Chief Operating Officer

ATTEST:

Deborah Ryan, City Clerk **Date**

Address for giving notices:
720 Olive Street, Suite 200A
St. Louis, Missouri 63101
Tel. No. (314) 241-6300
Fax No. (314) 241-2391
E-Mail: rdeconcini@twm-inc.com

Address for giving notices:
300 N. New Ballas Road
Creve Coeur, Missouri 63141
Tel. No. (314) 432-6000
Fax No. (314) 872-2539
E-Mail: mayor-council@ci.creve-coeur.mo.us

**ATTACHMENT I - GENERAL TERMS AND CONDITIONS**

GOVERNING LAW. Because of our corporate headquarters location, this Contract, its validity, interpretation and performance, will be governed by the laws of the State of Missouri.

TITLES. The paragraph titles used in this Contract, and in any attachments, are only for general reference and are not part of the Contract.

SEVERABILITY AND SURVIVAL. If any provision of this Contract is later held unenforceable for any reason it will be deemed void, but all remaining provisions will continue in full force and effect. Notwithstanding completion or termination of this Contract for any reason, your rights, duties and obligations, as well as ours, will survive the completion of the work or the termination of the Contract, and remain in full force and effect until they are fulfilled.

ASSIGNMENT. Neither you or we can transfer, sublet or assign any rights under, or interest in, this Contract without the prior written consent of the other, with one exception: if you fail to pay for the services we provide, we retain the right to assign this Contract to a collection agency or attorney in order to collect the past due account.

TERMINATION. Either you or we may terminate this Contract at any time with or without cause upon giving the other party thirty (30) calendar day's prior written notice. Regardless of who initiates termination, within thirty (30) calendar days of such termination you agree to pay us for all services rendered and all costs incurred up to the date of termination.

SUSPENSION OF SERVICES. If you suspended work on the project for more than thirty (30) calendar days in the aggregate, we are obviously entitled to compensation for the services we performed and the charges we incurred prior to that suspension. Upon resumption, we may also be entitled to a fair adjustment to our fees to help offset the resulting demobilization and remobilization costs, as well as a fair adjustment in the project schedule because of the suspension. Any such adjustment shall be approved in writing and in accordance with City ordinances prior to resumption of services. You also agree that we are entitled to be paid, and that you will pay us, for all the services we provide to you, even if you subsequently decide not to proceed with your project.

DEFINITIONS. Sometimes people assume the meaning of specific words commonly used in the construction industry, but that presumed meaning may not be accurate. For the purposes of this Contract, and unless otherwise specified in this Contract, you agree with us that the following words, and their derivative words or phrases, will have the meaning indicated below:

- **CERTIFY, CERTIFICATION:** A statement of our opinion, to the best of our professional knowledge, information and belief, and based on observed conditions. Any such statement of opinion does not constitute a warranty, either express or implied. You understand that our certification does not relieve you or your contractors of any responsibility or obligation they may have by industry custom or under any contract.
- **COST ESTIMATE:** An opinion of probable construction cost made by us. If we provide a cost estimate or an opinion of probable construction cost, you recognized that we have no control over the actual costs of labor, equipment or materials, or over the methods used by contractors and bidders to determine prices or bidding. Any opinion of probable construction costs is therefore based upon our reasonable professional judgment, experience, and the data available to us at the time, and does not constitute a warranty, express or implied, that any bids or the negotiated price of the work will not vary from your budget or from that opinion of probable cost previously prepared by us.
- **DAY, DAYS:** The term "day" means a calendar day of 24 hours. The term "days" means consecutive calendar days of 24 hours each, or any fraction of a single day.
- **INSPECT, INSPECTION:** The visual observation of the Work involved in this project as it is being constructed, in order to permit us, as experienced and qualified professionals, to determine that the Work, when completed by the Contractor, generally conforms to the plans, specifications and Contract Documents. If we make any such inspections for you, you agree that we are not guaranteeing, and that we have no authority or control over, the Contractor's performance or his failure to perform the Work in accordance with the Contract Documents. We also have no responsibility for the means, methods, techniques, sequences or procedures selected by the Contractor, or for the Contractor's safety precautions and programs, or for the failure of the Contractor to comply with any laws or regulations relating to performing or furnishing the Work under their Contract.
- **RECORD DOCUMENTS:** Drawings prepared by us upon the completion of construction. These are typically based upon marked-up drawings and other data furnished to us by the Contractor and / or others showing significant changes in the Work made during construction. Some refer to these as "as-builts", but because Record Documents are prepared using unverified information provided by others, we don't make any warranty as to the absolute accuracy or completeness of the drawings we prepare, and in fact because of the source of the information we use, the drawings we provide to you may not accurately reflect what was built.
- When you see the words "us", "we", and "our" they generally refer to **TWM INC.**, as well as our officers, partners, employees, agents and subconsultants.
- When you see the words "you" or "your", they generally refer to the City of Creve Coeur as the **CLIENT**, as well as your officers, partners, employees, agents and subconsultants.

SCOPE OF SERVICES. Both you and we have agreed to a list of Basic Services that we will provide to you at an agreed upon price. Those services are listed in the Scope of Services section. Services not specifically listed in this section are excluded from the scope of our work and we therefore assume no responsibility to perform those services. If you ask us to perform additional services we will do so at our prevailing fee schedule and provided that such additional services are approved in writing and in accordance with City ordinances in advance. On some projects we are asked to provide only surveying or construction staking services, or to design only specific aspects of the project, while someone else provides those aspects of the design not provided by us. This may be the case in a "design-build" project as well, where the contractor provides some "design" services. In all such cases you agree that we have no responsibility, and accept no responsibility, for any design performed by others, or for detecting errors in their design, or for bringing any such possible errors to your attention.

TIMELINESS OF PERFORMANCE; DELAYS. We will perform our services with due and reasonable diligence consistent with sound professional practices. However, we are not responsible for delays caused by factors beyond our reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, your failure to furnish timely information or approve or disapprove of our services or work product promptly, or delays caused by your faulty performance or by Contractors at any level. When such delays beyond our reasonable control occur, you agree that we are not responsible for damages, nor shall we be deemed to be in default of this Contract.

INFORMATION PROVIDED BY OTHERS. We may need you to provide to us with some specific information so we can perform our Scope of Services. Typically that at least includes a current title insurance commitment or title insurance policy pertaining to the subject property so that we can determine the legal description of the property and the easements, covenants, conditions and restrictions encumbering it. You are also obligated to provide us with any additional information available to you or to your other consultants or contractors that might be applicable, necessary or helpful to us in performing our Scope of Services. With all such information you acknowledge that we have to trust the accuracy, completeness and sufficiency of information when it is provided by you or someone else. Still, there are a number of possible reasons why the information may not be accurate, including that errors or omissions may have occurred in the information when assembled and provided by you, or you may fail to produce all the necessary or appropriate documents or information. Even so, you agree that for any information provided by you or others, we are entitled to rely upon it, and to assume that it is accurate, complete, and in compliance with applicable rules, regulations, codes and laws. You therefore also agree, to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) should you provide documents or other information for our use, and an injury, claim or loss arises or is alleged based upon errors, omissions, inaccuracies or code violations contained within the information you or someone else provides.

**ATTACHMENT I - GENERAL TERMS AND CONDITIONS (CONTINUED)**

UNDERGROUND UTILITIES & SUBSURFACE CONDITIONS. Our Scope of Services may require that we indicate the location of underground utilities on our survey or plans. If so, we will request that the location of those underground utilities be identified by surface markings. We do this by calling J.U.L.I.E. (State of Illinois) or DIG-RITE (State of Missouri) or any other appropriate "one-call" utility location service. You also agree to provide us with any information you might have about easements, pipelines, personal communication cables, or any subsurface conditions that might not otherwise be known or located. We then prepare our survey / plans indicating the locations of existing underground utilities, as they have been marked, or disclosed by you. However, you again recognize and understand that in order for us to provide this service, we are dependent upon information provided by others, and that the information upon which we must rely may contain errors or be incomplete for a number of reasons, including: 1) joint utility location services or their members may refuse to locate buried utilities during the design phase of a project; 2) the actual location of utilities sometimes deviates from the surface location marked by joint location services; 3) not all utilities are members of joint location services and therefore may not be notified by them, and; 4) member utilities may not respond to all requests for utility location. You should also recognize and understand that surface location markings do not identify the depth of underground utilities. You therefore agree, to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) should the markings provided by a utility location service prove inaccurate or incomplete, and property damage, injury or economic loss arises or is alleged because of a contractor's reliance on underground utility information contained in plans prepared by us.

While we will indicate subsurface utilities on our plans and surveys in a manner consistent with the ordinary standard of care, unless specifically required to do so in the Scope of Services, we will not excavate, uncover or inspect actual underground utilities to indicate a more precise location, condition or capacity, or to try to determine the existence of any subsurface condition that might impact the eventual construction of the project.

ENVIRONMENTAL & HEALTH HAZARDS. Both you and we acknowledge that our scope of work does not include any services related to asbestos or hazardous or toxic materials. However, while working on the site, should we encounter any materials or conditions that we suspect could be hazardous or toxic, we will notify you of that suspicion so that you can investigate. In that event, or in the event that any other party encounters or suspects asbestos or hazardous or toxic materials at the jobsite or any areas adjacent, we may, at our option and without liability for consequential or any other damages, suspend the performance of our services on the project until you retain an appropriate specialist, consultant, or contractor to identify, abate and/or remove the hazardous or toxic materials and warrant that the jobsite is in full compliance with applicable laws and regulations.

CHANGED CONDITIONS. Once this contract is in place, it is possible that conditions change, and that something occurs or is discovered that was not originally contemplated or known by us. You agree to rely on our judgment as to the continued adequacy of this Contract in such cases. Should we identify changed conditions that in our opinion necessitate renegotiation of this Contract, both we and you will promptly, and in good faith, enter into that renegotiation. If we can not agree to new Contract terms, you and we each have the absolute right to terminate this Contract, in which case you agree to pay us for the services we have rendered through the date of termination.

STANDARD OF CARE. Services provided by us under this Contract will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Both you and we owe a duty of care to the public that requires both of us to conform to applicable codes, standards, regulations and ordinances, principally to protect the public health and safety. You will make no request of us that, in our reasonable opinion, would be contrary to our professional responsibilities to protect the public. You will take all actions and render all reports required of you in a timely manner. Should you fail or refuse to take any required actions or render any required notices to appropriate public authorities in a timely manner, you agree that we have the right to exercise our professional judgment in reporting to appropriate public officials or taking other necessary action. You agree to take no action against us or attempt to hold us liable in any way for carrying out what we reasonably believe to be our public responsibility. You also agree that in this situation, we have the right to immediately terminate this Contract and cease providing services, without the notice we would normally provide under the Termination or Suspension of Services sections of this Contract.

In order to minimize frivolous lawsuits, you will make no claim for professional negligence against us, either directly or in a third party claim, unless you have first provided us with a written certification executed by an independent professional currently practicing in the same discipline as us and licensed in the State of Missouri. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a professional performing professional services under similar circumstances; and c) state in complete detail the basis of the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to us not less than thirty (30) calendar days prior to the institution of any claim.

JOBSITE SAFETY. Our employees will perform their work in a safe manner and in accordance with applicable rules and regulations. We are responsible for the safety of our own employees on the jobsite but will follow instructions of the General Contractor when those employees are in an area of the jobsite controlled by the General Contractor. Both you and we agree that the General Contractor is responsible for jobsite safety as such pertains to all work being performed by the General Contractor in the fulfillment of its contractual obligations. Neither our professional activities, nor the presence of our employees or subconsultants at a construction site, will relieve the General Contractor or any other entity of their responsibility for jobsite safety or for their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Neither we nor any of our employees has the authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

CONFIDENTIALITY. If any data or information furnished to us by you is marked **CONFIDENTIAL**, or if you direct us to keep confidential any data generated by us for this project, we will not disclose that data or information to any person or entity, other than our own employees, any subconsultants working for us on the project, the general contractor and subcontractors, or any appropriate or required governmental or regulatory agency. These provisions do not apply to information in whatever form that comes into the public domain, nor do they restrict us from giving notices required by law or from complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction. These provisions also do not apply to information that in our opinion is necessary for us to defend ourselves from any suit or claim.

You agree that the technical methods, techniques and pricing information contained in any proposal submitted by us pertaining to this project or contained in this Contract or any Addendum thereto, are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without our express written consent.

CONFIDENTIAL COMMUNICATIONS. In some cases, you may ask us to provide you with an opinion about the past performance, current performance, or the qualifications of other entities under contract to you, or who you are considering for contracts. We assume that if you ask us to do so, you want a candid answer. However, we may be reluctant to provide a frank report or opinion that is not favorable, if you intend to share that report or opinion with others. You therefore agree to keep any such communications confidential, and to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) arising or alleged because you failed to do so, or because we provided any such confidential opinions or reports to you or to your agents.

ATTACHMENT I - GENERAL TERMS AND CONDITIONS (CONTINUED)

OWNERSHIP OF INSTRUMENTS OF SERVICE. All reports, plans, specifications, computer files, field data, notes and other documents prepared by us are instruments of the professional services we provide. They are not products. This is an important distinction when considering the implications of "product liability" versus "professional liability". We



therefore shall be deemed the owner and author of said drawings and data, and shall retain all rights to them, including all statutory and other reserved rights, the right to reuse specific design elements created by us, and the ownership of the copyright imbedded therein. If you have paid us in full for the services provided under this Contract, we will, at your request, supply you with one Mylar set of final plans for the project, and grant a limited royalty-free license for you to use those plans for the purposes of advertising, promotion, and construction, and the operation and maintenance of the Project. You have the right to retain its copies of the project documents for its own use, subject to the rights of us. However, by accepting any such plans or documents you agree that use or reuse for any purpose other than the work covered under this Contract, or any modification without our written permission, is at your sole risk. You agree to indemnify and hold us harmless from all claims, damages and expenses, including attorneys' fees, to release us from all claims and liability, to waive all claims against us, and to pay to defend us, if you or anyone else acting on your behalf, uses or reuses these data for any other purpose or work.

ELECTRONIC MEDIA / FILES. Data transferred in electronic format is easily altered, even unintentionally; therefore creating the possibility that unwanted errors might be introduced into the data via the transfer process. These errors might result from incompatible software or hardware settings; from damage to the electronic media; from electrical charges; from unauthorized changes made by you or another party; or from similar events. It is generally difficult to determine when and how such errors were first introduced, and therefore who is responsible for the change. Like our paper documents, electronic data are instruments of the professional services we provide. They are not products. As such, we normally do not provide clients with drawings or other data as electronic files.

If for some reason your project does require that we provide data in electronic format, the terms of doing so should be negotiated as part of this Contract and reduced to writing herein. In that case, if you have paid us in full for the services provided under this Contract, we will supply you with a Compact Disc (CD) containing the specified electronic files in the format in which they were created, and grant you a limited License for Use of Electronic Data. This license is not intended for any purpose or project other than the project that is the subject of this Contract, and is not transferable to any other party. We will also require that you sign a **License for Use of Electronic Data / Non-Disclosure Agreement / Agreement for Release of Liability** form. By your signature on this form you agree to indemnify and hold us harmless from all claims, damages and expenses, including attorneys' fees, to release us from all claims and liability, to waive all claims against us, and to pay to defend us, if you or anyone else acting on your behalf, uses or reuses these data for any other purpose or work. We make no warranties, either express or implied, of the merchantability and fitness for any particular purpose, for any electronic files we might provide. Should you find any difference between electronic versions of any drawing or document and the printed version that is signed and sealed by us, the printed document prevails.

UNAUTHORIZED CHANGES. In the event you allow, authorize, consent to or approve of anyone else making changes to any plans, specifications or other construction documents prepared by us, and those changes are not approved in writing by us, you recognize that said changes and the results thereof are not our responsibility. You therefore agree, to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) arising or alleged because you, or any of your agents or representatives other than us, make unauthorized changes to drawings and data provided by us.

SUPPLANTING DESIGN PROFESSIONAL. If, for any reason, we do not complete all the services contemplated by this Contract, we cannot be certain of the accuracy, completeness or workability of any documents prepared by us, especially if they are used, changed, or completed by you or someone else. Since the accuracy of any such documents would no longer be in our control, we also can not be held responsible for assuring that accuracy. Accordingly, you agree, to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability, or cost (including reasonable attorney's fees and defense costs) for injury or loss arising or alleged because of such use or completion, or for any unauthorized changes made by any party to any documents prepared by us. Nothing in this paragraph indemnifies us from our own negligence or breach of our obligations under this Contract.

DEFECTS IN SERVICE. Should you discover what you suspect to be a defect in our work or services, you agree to promptly report that suspicion to us as soon as you become aware of it, so that we can investigate and take measures to correct any such defect and to minimize the consequences of it. You further agree to impose a similar notification requirement on all your contractors, and that they do so with all subcontractors, at any level. The intent is to avoid the potentially higher cost of change orders by identifying and correcting any such defects as early as possible. Therefore, failure by you or your contractors or subcontractors to notify us as required in this section, will limit our cost of remedying any such defects to the sum that remedy would have cost had we been given prompt notification.

BETTERMENT. Betterment, or unjust enrichment, means that a person, who is negatively impacted because of an alleged error, recoups not only their actual losses caused by the error, but gains an advantage or profit because of it. This Contract does not allow betterment or unjust enrichment. Therefore, if due to an oversight by us, any required item or component of the project is omitted from the project construction documents, our responsibility is limited to the cost over and above what it would have cost you had the component or item been designed, specified and constructed in the first place. In other words, not the cost of the item itself, but only the premium cost to add the omitted item out of normal sequence.

CONSEQUENTIAL DAMAGES. Notwithstanding any other provision of the Contract, you or we will not be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by you or us, or by your or our employees, agents, subconsultants, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

CERTIFICATIONS, GUARANTEES, & WARRANTIES. We will not be required to sign any documents, no matter who makes the request, which would result in our having to certify, guarantee, or warrant the existence of conditions, when we did not observe the existence of those conditions and can not otherwise determine their existence. You agree not to make the resolution of any dispute with us, or the payment of any amount due to us, in any way contingent upon our signing any such certification. In addition, we will not be required to execute any documents subsequent to the signing of this Contract that in any way might, in our sole judgment, increase our contractual or legal obligations or risks, or the availability or cost of our professional or general liability insurance.

CONTINGENCY. You and we agree that although our mutual goal may be the creation of a "perfect" set of project plans and documents, it is improbable that "perfection" can ever be attained. Because of the possibility for omissions, ambiguities or inconsistencies in the drawings and specifications, bidders might interpret the plans and specifications differently than we intended. In addition, influences beyond our control, such as increases in material prices, bidder workload, and labor costs, could all possibly impact bid prices. Therefore, project costs could be higher than you or we initially anticipate and deviate from any pre-bid estimate of those costs prepared by us. You and/or the owner therefore agree to set aside a reserve in the amount of 10 percent of the project construction costs as a contingency, to be used, if necessary, to pay for any increased costs. You and the Owner further agree to make no claim by way of direct or third-party action against us or our subconsultants with respect to such increased costs.

NON-SOLICITATION OF EMPLOYEES. During the term of this agreement and for a period of two (2) years afterwards, you agree that you will not solicit to hire nor hire any of our employees, whether or not you became aware of them through the performance of this Agreement. Furthermore, you agree for the same time period not to participate or facilitate in any way in the attempt of any other company to solicit to hire or hire any of our employees.

**ATTACHMENT I - GENERAL TERMS AND CONDITIONS (CONTINUED)**

DISPUTE RESOLUTION. Should any disagreement or conflict arise between you and us in relation to this Contract during or following the completion of the project, we both agree to work diligently to try to amicably resolve our differences. We both agree to first do so through informal discussion and agreement. Should those discussions not resolve the matter, you and we agree to attempt resolution through nonbinding mediation, in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement. Mediation is to commence within thirty (30) days from the date of receipt of any written claim, dispute or other matter in question, and both of us will mutually select the certified mediator or certified mediation service. You and we further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers, or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to all agreements.

However, nothing in this Section prohibits us from proceeding with any legal action necessary to enforce the payment provisions of this Contract, should you fail to pay for services rendered by us. In such cases, we are not required to first utilize mediation in the pursuit of collections and may in fact initiate legal action in an attempt to secure payment.

STATUTES OF REPOSE. Any legal action by either you or us against the other arising out of or in any way connected with the services to be performed under this Contract, is barred after any statute of limitation set by state law, or after five (5) years have passed from the date the project or project phase is substantially completed, whichever is shorter, and under no circumstances will any such claim be initiated by either you or us beyond those dates. In the event this Contract is terminated early, the date of Contract termination will be used in place of a substantial completion date.

THIRD PARTY BENEFICIARIES. Nothing contained in this Contract should be interpreted to create a contractual relationship with, or a cause of action in favor of, a third party against either you or us. Our services under this Contract are being performed solely for your benefit, and no other entity shall have any claim against us because of this Contract or the performance or nonperformance of services under this Contract. You agree to include a provision in all your contracts with contractors and other entities involved in this project to carry out the intent of this Section.

FAILURE TO PAY FOR SERVICES PROVIDED. Failure to make payment to us in accordance with the terms herein is a material breach of this Contract. If payment for services we provide to you is not received by us within thirty (30) calendar days of the invoice date, you agree that while we are not obligated to do so, we have the right to charge interest at a rate of up to one and one-half (1½) percent (or the maximum allowable by law, whichever is lower) on the PAST DUE amount each month it remains past due. Any payments you then make will first be applied to the accrued interest and then to the unpaid principal. In addition we may take additional actions, which may include:

- **SUSPENSION OF SERVICES.** We may suspend performance of services by giving you five (5) calendar days' notice. If we do so, we have no liability whatsoever to you for any costs or damages as a result of such suspension caused by any breach of this Contract.
- **TERMINATION OF SERVICES.** We may terminate this Contract. Payment remains due for services provided regardless of termination of this Contract by either of us.
- **LEGAL ACTION.** We may file suit against you to enforce the payment provisions of this Contract.

In the event that we find it necessary or prudent to take legal action in order to enforce the payment provisions of this contract, you agree to compensate us for our cost of doing so. Among others things, those costs include our time, at current billing rates, and the expenses we incur in our collection efforts. They also include reasonable attorney's fees, court costs and related expenses incurred by us. You agree that in addition to any judgment or settlement sums due, you will pay these fees, costs and expenses to us.

GENERAL INDEMNIFICATIONS. We agree, to the fullest extent permitted by law, to indemnify and hold you (as well as your officers, directors and employees and their heirs and assigns) harmless from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by our negligent acts, errors or omissions under this Contract, or those of anyone for whom we are legally liable.

You agree, to the fullest extent permitted by law, to indemnify, defend and hold us (as well as our officers, directors, employees and their heirs and assigns, and any individuals and entities we retain for performance of the services under this Contract, including but not limited to our subconsultants and their officers, directors, employees, heirs and assigns) harmless from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by your negligent acts, errors or omissions in connection with the Project, or those of your contractors, subcontractors or other consultants, or anyone for whom you are legally liable.

You are not obligated to indemnify us in any manner whatsoever for our own negligence. We are not obligated to indemnify you in any manner whatsoever for your own negligence. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of both of us, they shall be borne by each party in proportion to each party's negligence.

LIMITATION OF LIABILITY. The potential risks of the project, in recognition of the relative benefits to both you and us, have been allocated in such a manner that you agree, to the fullest extent permitted by law, to limit our liability, and the liability of our subconsultants, to you, and to all construction contractors and subcontractors on the project, for any and all claims, losses, costs, and damages of any nature whatsoever, or claims or expenses from any cause or causes. **As such, unless a higher limit is requested by you and agreed to by us, the total aggregate liability for us and our subconsultants to all those named, defaults to, and shall not exceed the value of the fees as provided for our services under this agreement.** This limitation applies regardless of cause of action or legal theory, pled or asserted. You also agree that you will not seek damages in excess of the contractually agreed limitations indirectly through suits with other parties who may join us as a third party defendant.

Limitations on liability and indemnities in this Contract are business understandings between you and us and shall apply to all the different theories of recovery, including breach of contract or warranty, tort (including negligence), strict or statutory liability, or any other cause of action. However, these limitations on liability and indemnities will not apply to any losses or damages that have been found by a trier of fact to have been caused by our sole or gross negligence or our willful misconduct.

ENTIRE AGREEMENT. This Contract contains the entire agreement between you and us and supersedes any prior understanding or agreements, whether verbal or in writing, in relation to this project and the specific Scope of Services outlined in this Contract.



ATTACHMENT II – SCHEDULE OF INSURANCE

The following reflects TWM Inc.'s Insurance Coverage and Limits in effect as of April 1, 2013.

General Liability Insurance - The Hartford Insurance Company

- **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

- **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

- **Excess / Umbrella Liability** – on a broad-form occurrence basis with limits of \$5,000,000 per occurrence and in the aggregate.

Worker's Compensation Insurance - The Hartford Insurance Company / USL & H – All States

- **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 – Atlantic Specialty Insurance Company (OneBeacon)

- **Professional Liability Practice Policy** – with limits of \$1,000,000 per claim and \$2,000,000 in the annual aggregate.

THOUVENOT, WADE & MOERCHEN, INC.
SCHEDULE OF FEES

Principal	\$157.00
Project Engineer V	\$144.00
Project Engineer IV	\$138.00
Project Engineer III	\$113.00
Project Engineer II	\$107.00
Project Engineer I	\$100.00
Project Manager IV	\$131.00
Project Manager III	\$118.00
Project Manager II	\$107.00
Project Manager I	\$90.00
Data Systems Manager	\$90.00
Senior Planner	\$118.00
Structural Engineer V	\$149.00
Structural Engineer IV	\$138.00
Structural Engineer III	\$116.00
Structural Engineer II	\$112.00
Structural Engineer I	\$108.00
Survey Crew (3 man crew)	\$211.00
Survey Crew (2 man crew)	\$164.00
Survey Crew (2 man crew w/Robotics or GPS)	\$178.00
Survey Crew (1 man w/Robotics or GPS)	\$129.00
Engineer III	\$88.00
Engineer II	\$84.00
Engineer I	\$79.00
Surveyor IV	\$118.00
Surveyor III	\$107.00
Surveyor II	\$95.00
Surveyor I	\$81.00
Management Construction Engineering Services	\$104.00
Construction Observation (Non-Professional Engineer)	\$90.00
Technician V	\$81.00
Technician IV	\$73.00
Technician III	\$68.00
Technician II	\$64.00
Technician I	\$57.00
Senior Electrical Designer	\$103.00
Senior Transportation Designer	\$103.00
Cad Manager	\$90.00
Cad Designer III	\$81.00
Cad Designer II	\$74.00
Cad Designer I	\$64.00
Accountant II	\$92.00
Accountant I	\$66.00
Word Processing	\$58.00
Air & Vacuum Testing 2 Technicians w/ Equipment	\$170.00
Live Sewer Testing	\$219.00
Mandrel Testing 2 Technicians w/ Equipment	\$157.00
Live Sewer Testing	\$206.00
Video Testing 1 Technician w/ Equipment	\$183.00
2 Technicians w/Equipment	\$246.00
Outside Services (Consultants, Delivery Service, Express Mail, etc.)	At Cost plus 15%
Commercial Travel, Meals, Lodging & Other Expenses	At Cost
4 X 4 Polaris (per Day)	\$60.00
Travel (Non local) per Mile at current GSA rate.	



TSi Engineering, Inc.

Coeur de Ville (Olive Blvd to Ladue Road)

STP : 5526 (639)

Date Submitted: 01/22/2014

Submitted to: J.R. Landeck, TWM, Inc

Geotechnical Scope of Services

Field Exploration and Observation:

- Perform 8 borings within approximately 2,000 feet long section of Coeur de Ville road between Olive Boulevard and Ladue Road. The pavement sections at these borings will be cored to determine the existing pavement thickness. The borings will be extended to depths ranging from 2.5 to 5.0 feet below pavement surface.
- Soil subgrade sampling will be performed, alternating with undisturbed Shelby tubes and split spoons from location to location. Laboratory testing performed on these samples will be used to develop a recommended CBR value.
- Observations will be made for the presence of excess moisture in the base course and soil subgrade, with focus on identifying conditions of trapped water beneath the pavement surface course.
- The borings will be backfilled with auger cuttings and fast-set premix concrete will be placed in the upper 6 inches.
- Observe the existing retaining wall that parallels a portion of the roadway for evidence of cause(s) for the deviated alignment that is present over a limited length of the wall.
- Traffic control is not included in our fees. Safety measures such as road work warning signs and/or cones are included in our fees.

Laboratory Testing:

Perform laboratory testing of soil samples recovered from the borings, including the following tests as appropriate:

- visual classification;
- moisture content;
- hand penetrometer;
- dry unit weight;
- Atterberg limits; and,
- Unconfined compressive strength of soil.

Geotechnical Engineering report:

The report will present our conclusions and recommendations for use in the design and construction of the project, including:

- Subsurface conditions along the alignment, including material types at each boring location;
- Laboratory test results for soil samples;
- Estimated CBR value;
- General recommendations for use in pavement design and construction, including the appropriateness of reusing milled asphaltic concrete as compacted base aggregate, visual criteria for acceptance of in-place density, the need for improved subsurface drainage, and other design and construction considerations related to the geotechnical findings for use by TWM.
- Recommended pavement thickness section based on the anticipated daily traffic loading and desired design life (to be provided by TWM or Creve Coeur), and the estimated CBR. Plans and specifications for grading, drainage, signage, striping, pavement materials, and other design details will be developed by TWM.
- Opinions regarding the cause of movement of the existing retaining wall (if conclusive), and general recommendations for proper wall construction.
- Recommendations for engineering observation and testing during construction.

Fees:

- Not to exceed : \$9,200.00

PROPOSAL

FOR

Coeur de Ville Streetscape Plan

BETWEEN

**Thouvenot, Wade and Moerchen
Engineers (TWM)**

AND



January 22, 2014

Date: January 22, 2014

Project Name: Coeur de Ville LaneStreetscape
Project Number:
Principal: Tracie O'Bryan
Project Manager: Russ Volmert

Client: Thouvenot Wade Moerchen
Client Contact: J.R. Landeck
Client Address: 200 Olive , Suite 200A
St. Louis, MO. 63101
314.241.6300

PROJECT UNDERSTANDINGS:

- 1: Develop a landscape plan for intersection of Coeur de Ville Drive in Creve Coeur, Missouri
- 2: The scope of work is for preliminary and final design with the end deliverable being construction documents of plans and specifications.

SCOPE OF SERVICES

TASK 1 - PROJECT INITIATION:

1.1 – PROJECT INITIATION: Initiate project to confirm project goals, schedule, budget

- 1) Project Team Meeting: Meet with TWM engineers to verify project goals, schedule and budget.

1.2 – SITE ANALYSIS/DATA COLLECTION: Conduct a site analysis of the existing conditions of the Coeur de Ville Lane project area.

- 1) Site Analysis: Conduct site visits to the project area to verify and document existing conditions of the project area at the intersection of Coeur de Ville Lane and Ladue Road intersection, as well as Coeur de Ville Lane corridor.
- 2) Data Collection: Perform data collection and review of any existing or proposed plans, surveys and design guidelines which pertain to the project area.

Deliverables – Task 1

- a) One (1) digital file of all documents

TASK 2 – DESIGN DEVELOPMENT PLANS (50% SUBMITTAL)

2.1 –DESIGN DEVELOPMENT PLANS: Develop landscape plan for intersection of Coeur de Ville Lane project.

- 1) Landscape Plans: Develop landscape plan for the intersection of Coeur de Ville Lane and Ladue Road intersection.
- 2) Landscape Details : Develop landscape details and plant schedule.
- 3) Coeur de Ville Lane Landscape Buffer Detail: Develop a typical planting plan for a landscape buffer along the middle section of Coeur de Ville.

2.2 –DESIGN DEVELOPMENT COORDINATION: Coordination with TWM

- 1) Design Development: Coordinate with TWM on the 50% design and submittal requirements

Deliverables – Task 2

- a) One (1) digital file of all documents.

TASK 3 – FINAL DESIGN PLANS (90% SUBMITTAL):

3.1 – FINAL DESIGN PLANS: Revise and finalize landscape plan for intersection of Coeur de Ville Lane project based on comments of 50% Submittal.

- 1) Landscape Plans: Develop final landscape plan for the intersection of Coeur de Ville Lane and Ladue Road intersection.
- 2) Landscape Details : Develop final landscape details and plant schedule.
- 3) Coeur de Ville Lane Landscape Buffer Detail: Develop the final typical planting plan for a landscape buffer along the middle section of Coeur de Ville.
- 4) Technical Specifications: Develop technical specifications for the landscape plan and details.
- 5) Cost Estimates: Develop cost estimate for the planting plan and details.

3.2 – FINAL DESIGN COORDINATION: Coordination with TWM.

- 1) Final Design: Coordinate with TWM on the 90% design and submittal requirements

Deliverables – Task 2

- a) *One (1) digital file of all documents.*

TASK 4 – BIDDING DOCUMENT PLANS (100% SUBMITTAL):

4.1 – BIDDING DOCUMENT PLANS: Revise and finalize landscape plan for bidding of the intersection of Coeur de Ville Lane project based on comments of 90% Submittal.

- 1) Landscape Plans: Prepare, sign and seal the final landscape plan and details for the Coeur de Ville Lane and Ladue Road intersection.
- 2) Technical Specifications: Prepare final technical specifications for the landscape plan and details.

SCHEDULE

Tasks to be completed as follows:

- | | |
|------------------------------------|--|
| - TASK 1: PROJECT INITIATION | xx working days after Notice to Proceed. |
| - TASK 2: DESIGN DEVELOPMENT PLANS | xx working days after Task 1 |
| - TASK 3: FINAL DESIGN PLANS | xx working days after Task 2 |
| - TASK 4: BIDDING DOCUMENTS | xx working days after Task 3 |

COMPENSATION

For the work described in Project Understandings and Scope of Services, ARCTURIS will be compensated as follows:

- For the tasks and expenses described in the Scope of Services section under this phase, Arcturis will be compensated with a hourly Not to Exceed Fee of \$5,655.00 (FIVE THOUSAND SIX HUNDRED FIFTY FIVE DOLLARS AND NO CENTS).

Any additional services requested beyond those identified in the Scope of Services may be provided at hourly rates upon written approval from TWM Engineers

The scope of work and the attached Terms and Conditions of Agreement as outlined in this Work Authorization are satisfactory and are hereby accepted. ARCTURIS may proceed with the work, and payment will be made as set forth herein.

The scope of work and the attached Terms and Conditions of Agreement as outlined in this Work Authorization are satisfactory and are hereby accepted. ARCTURIS may proceed with the work, and payment will be made as set forth herein.

Agreed to by:

ARCTURIS

Thouvenot, Wade and Moerchen, Inc.

Authorized Representative Date

Authorized Representative Date

Title

Title



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: January 22, 2014

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works

FROM: Matt Wohlberg, P.E., City Engineer

SUBJECT: Consultant Recommendation
Coeur de Ville Rehabilitation Project Design

City staff recommends that the City retain the engineering services of Thouvenot, Wade & Moerchen, Inc., for the development of plans and specifications necessary to construct the Coeur de Ville Rehabilitation Project. This project and its design are covered by a federal grant which will reimburse up to 80% of the cost of each phase.

Project Summary

Coeur de Ville Drive runs along the west side of Interstate 270, from Ladue Road to Olive Boulevard. The Missouri Department of Transportation (MoDOT) maintains most of Coeur de Ville Drive, but the City of Creve Coeur maintains the section from Royal Valley Drive to the entrance of Parc Provence assisted living community. While the MoDOT sections are generally in good condition, the City's section has deteriorated and needs rehabilitation.

The primary focus of the Coeur de Ville Rehabilitation Project will be the partial or full replacement of the section of Coeur de Ville that is maintained by the City. The project will also include accessibility updates to the sidewalks, the repair or replacement of a failing retaining wall, and landscape improvements at the intersection of Coeur de Ville Drive and Ladue Road.

STP Grant. The City was awarded a federal Surface Transportation Program (STP) grant for the design and construction of the Coeur de Ville Drive project. Through this grant, the City will be reimbursed for up to 80% of the design and construction costs associated with the project. According to the project schedule, the design phase of the project is to occur in 2014 with construction in 2015. The Missouri Department of Transportation (MoDOT) administers these federal grants and the various accompanying obligations.

The grant carries with it various federal requirements, the most notable of which are the processes that need to be followed. Similar to the City's practices, the process by which a consultant may be hired to design a federal-grant project must be based upon the consultant's qualifications. There are, however, additional steps throughout the process for MoDOT review and approval, and in no way can price be a consideration for selection.

Qualifications Review

A request for qualifications was issued for the Coeur de Ville Drive project in October 2013, and the City received a total of eleven (11) letters of interest. Public Works staff evaluated the submissions independently and ranked them based upon the criteria established in the qualifications request, those being:

- Experience and technical competence
- Capacity and capability
- Past record of performance

City staff found that all of the firms that submitted letters of interest were qualified to perform the design, but that several of these firms were well qualified and submitted excellent qualifications packages. City staff began contract scope and fee discussions with the firm that scored the highest in the qualifications review, but this firm informed staff in early January that it could no longer take on this project. Staff then contacted Thouvenot, Wade & Moerchen, Inc. (TWM), the firm with the second-highest score, to establish the scope and fee for the design.

TWM is a multi-disciplinary surveying and engineering firm with five offices in the St. Louis area. Most of the recent work that TWM has listed in its qualifications package has been in southern Illinois and in St. Charles County. TWM's experience includes municipal roadway projects with federal grant aid that are similar in scope to the Coeur de Ville Drive project. TWM comes highly recommended from several of its municipal and private clients, and City staff interaction with TWM to date supports reports that the TWM staff is straight forward and cooperative.

Contract Negotiation

Staff from TWM and the City met to discuss and refine a scope of services that will be suitable for the design of the Coeur de Ville Drive project. This scope of work generally includes a site survey, coordination with residents, area utilities, and MoDOT, and the development of plans and bid documents for the construction project.

One aspect that has been added to the scope of services is the development of plans and documents related to the acquisition of right of way or easements for sidewalk improvements. Staff has found that this has been necessary for the Ladue Road Sidewalk and the Graeser Road Resurfacing projects, and it appears that some easements or right of way will be needed for the Coeur de Ville project.

The scope and fee negotiations resulted in a not-to-exceed fee proposal of \$69,905.50. The nature of such a contract is that the City would pay for the actual time and materials needed to develop the construction plans for the Coeur de Ville Drive project, up to the not-to-exceed limit. Some tasks within the scope of work, such as the project specifications, can be clearly defined and are known to be needed. Others, such as the construction-phase services and the right-of-way services, can be defined, but the existing conditions and the development of the project will determine whether these services are necessary. Therefore, some tasks carry a contingency factor out of necessity. The alternative would be to propose a supplemental agreement once these services can be clearly defined during the design process. This was done as part of the Graeser Road Resurfacing Project, but that process introduced several months of delays to the design of the project in order to secure all of the necessary approvals from the City and MoDOT. City staff seeks to avoid this situation for the Coeur de Ville Drive project.

The fee proposal represents approximately 15% of the estimated \$475,000.00 cost to construct the project. The fee proposal appears to be within reason. Engineering design costs are generally about 10%-12% of the construction cost of a project. Considering the additional layer of coordination required (i.e. with MoDOT) for the federal grant process, the scope of the work on a relatively short section of roadway, the anticipated need for right-of-way documents, and the need for geotechnical and landscape designs, staff feels that it is reasonable that the design fee would exceed this typical range.

City staff feels that TWM has provided a fair fee proposal for the scope of services involved with the design of the Coeur de Ville Drive project.

Funding for Design

Funding for the design phase of the Coeur de Ville Drive project was included in the 2014 fiscal year Capital Improvement Plan under budget number 02-61-71-9510-14720. The budget established for this design was \$50,000.00.

The fee proposal higher than the budgeted amount, and a budget adjustment may be necessary in the future to account for this difference. As stated above, the engineering services contract is set up to be paid on an hourly basis, and some of the services proposed in the contract may not be needed.

As stated above, up to 80% of the engineering design fee qualifies for reimbursement through the STP grant. Therefore, the City should expect to receive reimbursement of up to \$55,924.40 through the grant.

Recommendation

Based upon the qualifications review process and an evaluation of the fee proposed for the design of the Coeur de Ville Drive Rehabilitation Project, staff feels that Thouvenot, Wade & Moerchen is the best qualified firm to perform the design and will do so at a fair price.

City staff recommends the execution of a contract with Thouvenot, Wade & Moerchen, Inc., for engineering design services related to the Coeur de Ville Rehabilitation Project, for the fee of \$69,905.50.

RESOLUTION NO. 1097

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE EXECUTION OF A CONTRACT WITH THE GREENWOOD GROUP FOR MOWING SERVICES IN CITY PARKS FOR THE 2014 AND 2015 GROWING SEASONS, FOR THE SUM OF \$34,230.00 FOR THE 2014 GROWING SEASON.

WHEREAS, the City of Creve Coeur strives to promote a beautiful and safe place to live, work, and drive, and;

WHEREAS, the City has dedicated funding for parks mowing services, and;

WHEREAS, such parks maintenance will have a positive impact on residents and visitors;

WHEREAS, these services have been competitively bid per the requirements outlined in the City of Creve Coeur Code of Ordinances, and

WHEREAS, The Greenwood Group, LLC, has provided the lowest and best bid for the 2014-2015 Parks Maintenance Services, which provides for a two-year term and grants the City the option to extend for another (third) year, with the itemized prices to increase on an annual basis based upon specified changes in the consumer price index, subject to a maximum increase of 5% per year;

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

Section 1. The Contract between The Greenwood Group, LLC, and the City, attached hereto as "Exhibit A," with a contract sum of \$ 34,230.00 (for the 2014 growing season), is hereby approved and the execution is hereby authorized. 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 27th day of January, 2014.

Barry Glantz
Mayor

Attest:

Deborah Ryan, MPCC
City Clerk

EXHIBIT A**CITY-CONTRACTOR AGREEMENT**

This is an Agreement made and entered into the ____ day of _____, 2014, by and between the City of Creve Coeur, Missouri (hereinafter called the "City") and The Greenwood Group with offices at 4577 Highway Z, Wentzville, MO 63385 (hereinafter called the "Contractor") for the project identified as **2014-2015 Parks Maintenance Services** (hereinafter called the "Project" or the "Work").

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) Construction Schedule
- 7) State Wage Determination
- 8) All Addenda and all Modifications issued after execution of this Contract
- 9) The Saint Louis County Standard Specifications for Highway Construction, dated February 18, 2011, including all supplemental revisions and updates through

June 1, 2012, referred to herein as the "Standard Specifications" and applicable to the Work of this Contract by reference;

- 10) The St. Louis County Standard Drawings, dated April 27, 2012. These drawings shall be included in the reference to the "Standard Specifications" herein.
- 11) 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. 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

Period of the Agreement and Time of Completion

- (a) All time limits stated in the Contract Documents are of the essence.
- (b) The Work to be performed under the Contract shall commence on March 31, 2014, and shall terminate in November 2015. The City shall have the option, at its sole discretion, to extend the Contract for an additional one (1) year. Should the City elect to exercise this option, the City shall give written notice of the intent to exercise this option no later than March 1, 2016.

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 Form Proposal and the unit price bid by the Contractor in the Bid Form Proposal for that item, adjusted to account for any Modification(s), as defined in the General Conditions, made in compliance with Article VII 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 Form Proposal 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 in 2014 shall be thirty-four thousand, two hundred, and thirty dollars and zero cents (\$ 34,230.00). The Contract unit prices and Contract item quantities are listed in Table 1 on page C-11 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. 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, the City shall pay the Contractor as follows:

- (1) On or about the tenth day of each following month, ninety percent (90%) 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 VII of this Agreement; and
- (3) Final payment shall be made within sixty (60) days after the Work is fully completed and accepted by the City and the Contract fully performed.
- (4) Subsequent Year(s). The City shall pay the Contractor for the performance of the Work in 2015 (and 2016, if applicable) based upon the same schedule of rates as shown in the Table 1, but increased by the percentage increase (if any) in the cost of living between January 2014 and the month of January in the year in which the Work is performed (i.e. 2015 and 2016, if applicable). The cost of living will be determined by the "Consumer Price Index for All Urban Consumers: Transportation (CPITRNNs)," as published by the Bureau of Labor Statistics of the United States Department of Labor. Payment for services shall not decrease due to fluctuations in the cost of living; however, no annual increase shall exceed 5%.

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 proposed sequence and dates for starting and completing the various aspects of the Work on a site-by-site basis, and
- (2) a Traffic Control Plan indicating the location of all proposed signage, detours, and lane closures throughout the project which adequately address the traffic control plan at each location of the proposed 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. Any variation from the standard traffic control plans shown in the MUTCD shall be signed and sealed by a professional engineer who is licensed in the state of Missouri.

The Notice To Proceed shall be issued within ten (10) working days of the award, however no work will commence until the Contractor's Construction Schedule and Traffic Control Plan are submitted and approved by the City.

b) 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, paving, sodding, or cleanup as designated by the Director of Public Works.

c) 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 two hundred and fifty dollars (\$250.00) for each calendar day the Contractor fails to comply with the Construction Schedule. 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.

d) 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 (b) of Article V hereof, provided the Contractor uses his best efforts to remedy the delay in the manner specified in paragraph (c) 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, 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) If the requested change would result in a delay in the Construction Schedule, the provisions of Article V, paragraph (c), 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 Construction 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 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 by City or Contractor

(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 the Work. 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 or by arbitration.

ARTICLE IX

Contractor's Liability Insurance

The Contractor shall purchase and maintain, in full force and effect, 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.

The Contractor shall also meet the insurance requirements set forth by other entities, such as the Missouri Department of Transportation, from whom permits may be needed to perform portions of the Work.

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. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issues 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, tools, and equipment, and shall perform all tasks necessary to complete the Work, as specified in the Contract Documents. The Scope of Work generally includes mowing, litter removal, trimming, and other landscape-management services in public parks within the City of Creve Coeur and provides for items as more specifically described in the Technical Specifications.

All work shall be done to the complete 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
1 - 01	PARK MOWING - BEIRNE PARK	CYCLE	24	\$ 100.00	\$ 2,400.00
1 - 02	PARK MOWING - CONWAY PARK	CYCLE	24	\$ 410.00	\$ 9,840.00
1 - 03	PARK MOWING - FOUNTAIN PARK	CYCLE	24	\$ 22.00	\$ 528.00
1 - 04	PARK MOWING - LAKE SCHOOL PARK	CYCLE	24	\$ 66.00	\$ 1,584.00
1 - 05	PARK MOWING - LAVERNE COLLINS PARK	CYCLE	24	\$ 66.00	\$ 1,584.00
1 - 06	PARK MOWING - MALCOLM TERRACE PARK	CYCLE	24	\$ 150.00	\$ 3,600.00
1 - 07	PARK MOWING - MILLENNIUM PARK	CYCLE	31	\$ 254.00	\$ 7,874.00
1 - 08	PARK MOWING - ATHLETIC FIELDS AND DOG PARK	CYCLE	31	\$ 220.00	\$ 6,820.00

CONTRACT SUM:	\$	34,230.00
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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: _____
Deborah Ryan, City Clerk

Date: _____

THE GREENWOOD GROUP, LLC

By: _____
Signature

Printed Name

Title

(SEAL)

Attest: _____

Date: _____



DEPARTMENT OF PUBLIC WORKS OFFICE MEMO

DATE: January 22, 2014

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works

FROM: Doug Seely, Foreman and City Arborist
Matt Wohlberg, City Engineer

SUBJECT: Recommendation of Award
2014-2015 Parks, Right of Way, and Grounds Maintenance Services

The existing multi-year contracts for mowing and maintenance services in the City's parks and right-of-way areas have reached the end of their terms of agreement. City staff has released an updated version of the contracts for bid, has reviewed the bids, and makes the following recommendations of award.

Bidding

The City advertised an invitation for bids for the Parks, Right of Way, and Grounds Maintenance Services contract for the 2014 and 2015 seasons on December 27, 2013. The invitation for bids was listed in *The Countian* newspaper on January 2, 7, and 9, 2014, it was posted on the City's website, it was posted on the Drexel Technologies website, and it was sent by facsimile to thirteen companies who bid on or expressed interest in the previous maintenance contract.

City staff hosted three prospective bidders at the project's pre-bid meeting at the Creve Coeur Government Center on January 9, 2014. City staff reviewed the bid requirements with the prospective bidders and explained the City's intent and ability to divide the contract into up to three parts, according to the bids received, in an effort to minimize cost to the City for these services.

City staff also indicated to the prospective bidders that the intent was to award a two-year contract with the City reserving the option to extend the contract for a third year. The bid specifications indicate that the unit bid prices for these services will increase in subsequent years based on the Consumer Price Index for Transportation, as published by the Bureau of Labor Statistics of the U.S. Department of Labor, with a maximum increase of 5% each year.

A total of five bids were received and were publicly opened on Thursday, January 16, 2014. A tabulation of these bids is attached.

Bid Review

Only two of the five bidders submitted bids for all three parts of the mowing services, with two bidders submitting prices for only one of the parts. These bids were allowed, as these bidders acted upon the City's intent to potentially treat each part as a separate project.

No discrepancies were noted in the bids

The bids received for each part of the contract are as follows:

Part 1: Parks Maintenance Services

1. The Greenwood Group, LLC.....	\$ 34,230.00
2. Outdoor Solutions	\$ 43,547.36
3. GGRK, Inc. (Contemporary Landscape)	\$ 65,778.00
4. Black Creek Landscaping, LLC.....	\$ 66,625.00

Part 2: Right of Way Maintenance Services

1. Outdoor Solutions	\$ 12,432.10
2. GGRK, Inc. (Contemporary Landscape)	\$ 34,194.00

Part 3: Grounds Maintenance Services

1. The Greenwood Group, LLC.....	\$ 38,980.00
2. Outdoor Solutions	\$ 41,026.00
3. George Douglas, LLC (The Grounds Guys).....	\$ 42,572.00
4. GGRK, Inc. (Contemporary Landscape)	\$ 65,402.00

Accounting

Funding has been allocated for these services in the 2014 fiscal year budget under the following accounts:

- Part 1: Parks Maintenance Services in account 01-31-43-6212 for Building and Grounds Maintenance (Parks Division).
- Part 2: Right-of-Way Maintenance Services in account 01-31-41-6212 for Building and Grounds Maintenance (Streets Division).
- Part 3: Grounds Maintenance Services in account 01-31-41-6212 for Building and Ground Maintenance (Streets Division).

The bid prices are slightly higher than the amounts allocated for these services, but these do not exceed the total funding for each account.

Funding will be proposed for the 2015 fiscal year budget, based upon the prices listed above and with consideration to the annual increase of up to 5% specified in the contracts.

Recommendation of Award

After reviewing the bid proposals, references, and equipment and materials proposed by each bidder, City staff recommends that the City enter into three (3) separate contracts with the two (2) contractors who provided the lowest bid for each of these services.

Parks Maintenance Services. Services required under the Parks Maintenance Services (Part 1, above) include the mowing of turf areas in the City's parks. *City staff recommends the award of the contract for Parks Maintenance Services to The Greenwood Group, LLC for \$34,230.00.*

Right of Way Maintenance Services. Services involved with the Right of Way Maintenance Services (Part 2, above) include mowing of various turf areas along City streets. *City staff recommends the award of the contract for **Right-of-Way Maintenance Services** to **Outdoor Solutions** for the bid price of \$12,432.10.*

Grounds Maintenance Services. The Grounds Maintenance Services (Part 3, above) include mowing, trimming, and related services to maintain the landscaped areas at the intersection of Olive Boulevard and Interstate 270. *City staff recommends the award of the contract for **Grounds Maintenance Services** to **The Greenwood Group, LLC**, for the bid price of \$38,980.00.*

Attachments: Bid Tabulation

Location of the Work Exhibit for Parks and Right of Way Maintenance

Location of the Work Exhibit for Grounds Maintenance



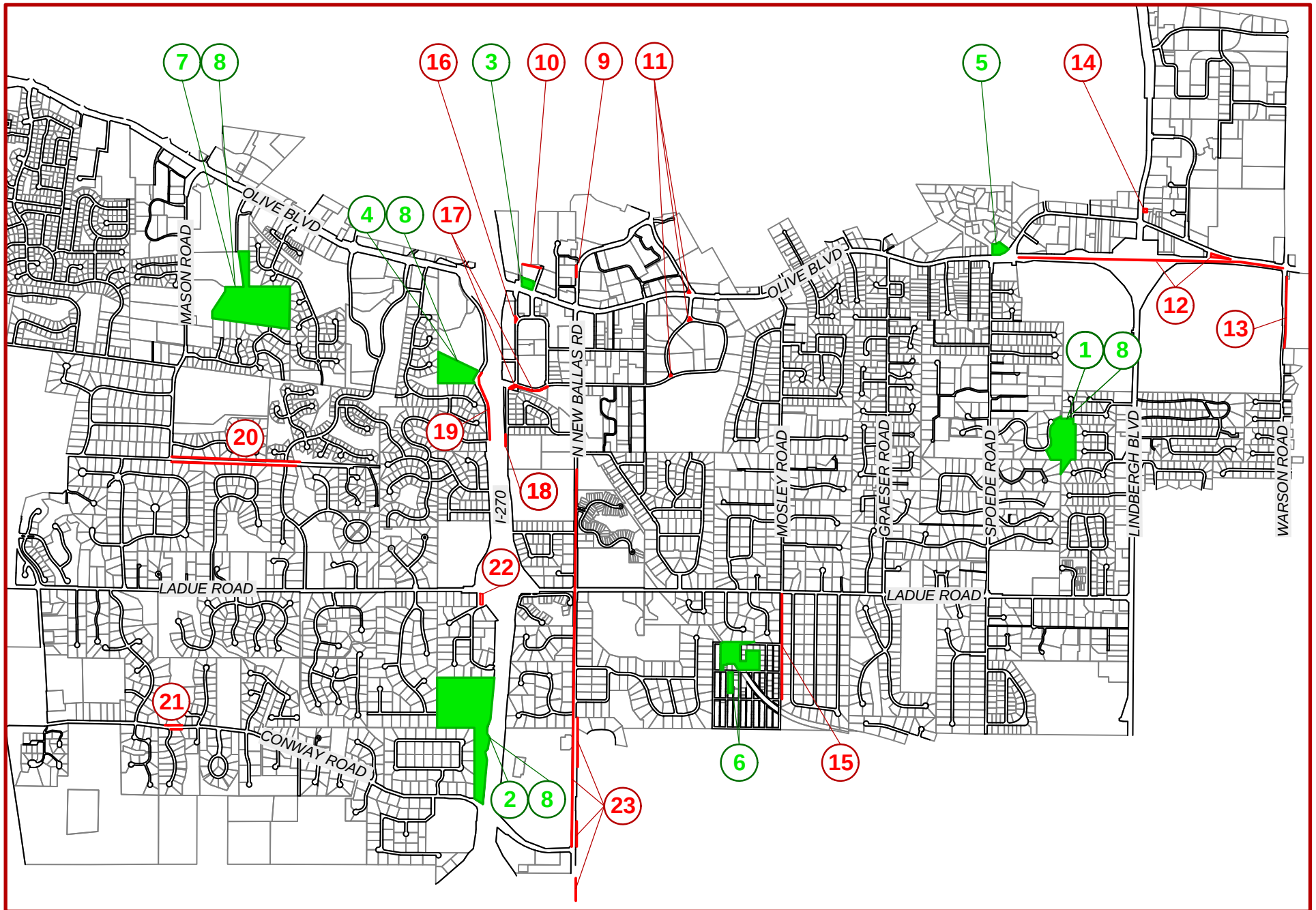
BID TABULATION

2014-2015 PARKS, RIGHT-OF-WAY, AND GROUNDS MAINTENANCE SERVICES

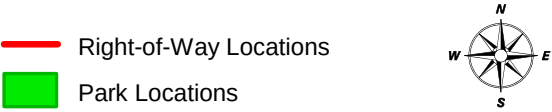
City of Creve Coeur, Missouri

Bids opened: 2:00 pm, Thursday, January, 16, 2014

				GGRK, INC. D/B/A CONTEMPORARY LANDSCAPE		BLACK CREEK LANDSCAPING, LLC		THE GREENWOOD GROUP, LLC		GEORGE DOUGLAS, LLC D/B/A THE GROUNDS GUYS		OUTDOOR SOLUTIONS	
PART 1 - PARKS MAINTENANCE SERVICES													
ITEM NUMBER	ITEM	CONTRACT QUANTITY	UNIT	UNIT BID PRICE	TOTAL PRICE	UNIT BID PRICE	TOTAL PRICE	UNIT BID PRICE	TOTAL PRICE	UNIT BID PRICE	TOTAL PRICE	UNIT BID PRICE	TOTAL PRICE
1 - 01	PARK MOWING - BEIRNE PARK	24	CYCLE	\$ 152.00	\$ 3,648.00	\$ 190.00	\$ 4,560.00	\$ 100.00	\$ 2,400.00	NO BID		\$ 124.99	\$ 2,999.76
1 - 02	PARK MOWING - CONWAY PARK	24	CYCLE	\$ 912.00	\$ 21,888.00	\$ 735.00	\$ 17,640.00	\$ 410.00	\$ 9,840.00	NO BID		\$ 545.00	\$ 13,080.00
1 - 03	PARK MOWING - FOUNTAIN PARK	24	CYCLE	\$ 76.00	\$ 1,824.00	\$ 25.00	\$ 600.00	\$ 22.00	\$ 528.00	NO BID		\$ 33.00	\$ 792.00
1 - 04	PARK MOWING - LAKE SCHOOL PARK	24	CYCLE	\$ 76.00	\$ 1,824.00	\$ 150.00	\$ 3,600.00	\$ 66.00	\$ 1,584.00	NO BID		\$ 124.95	\$ 2,998.80
1 - 05	PARK MOWING - LAVERNE COLLINS PARK	24	CYCLE	\$ 114.00	\$ 2,736.00	\$ 50.00	\$ 1,200.00	\$ 66.00	\$ 1,584.00	NO BID		\$ 52.00	\$ 1,248.00
1 - 06	PARK MOWING - MALCOLM TERRACE PARK	24	CYCLE	\$ 380.00	\$ 9,120.00	\$ 625.00	\$ 15,000.00	\$ 150.00	\$ 3,600.00	NO BID		\$ 249.95	\$ 5,998.80
1 - 07	PARK MOWING - MILLENNIUM PARK	31	CYCLE	\$ 304.00	\$ 9,424.00	\$ 625.00	\$ 19,375.00	\$ 254.00	\$ 7,874.00	NO BID		\$ 360.00	\$ 11,160.00
1 - 08	PARK MOWING - ATHLETIC FIELDS AND DOG PARK	31	CYCLE	\$ 494.00	\$ 15,314.00	\$ 150.00	\$ 4,650.00	\$ 220.00	\$ 6,820.00	NO BID		\$ 170.00	\$ 5,270.00
SUBTOTAL PART 1: PARKS MAINTENANCE SERVICES				\$ 65,778.00		\$ 66,625.00		\$ 34,230.00		NO BID		\$ 43,547.36	
PART 2 - RIGHT-OF-WAY MAINTENANCE SERVICES													
ITEM NUMBER	ITEM	CONTRACT QUANTITY	UNIT	UNIT BID PRICE	TOTAL PRICE	UNIT BID PRICE	TOTAL PRICE	UNIT BID PRICE	TOTAL PRICE	UNIT BID PRICE	TOTAL PRICE	UNIT BID PRICE	TOTAL PRICE
1 - 09	ROW MOWING - NEW BALLAS AT AMERICAN LEGION	24	CYCLE	\$ 25.00	\$ 600.00	NO BID		NO BID		NO BID		\$ 21.99	\$ 527.76
1 - 10	ROW MOWING - RUE DE LA BANQUE & ORCHARD LAKES	24	CYCLE	\$ 45.00	\$ 1,080.00	NO BID		NO BID		NO BID		\$ 21.99	\$ 527.76
1 - 11	ROW MOWING - OLIVE AT CRAIG	24	CYCLE	\$ 67.50	\$ 1,620.00	NO BID		NO BID		NO BID		\$ 47.95	\$ 1,150.80
1 - 12	ROW MOWING - OLIVE AT OLD OLIVE	31	CYCLE	\$ 315.00	\$ 9,765.00	NO BID		NO BID		NO BID		\$ 79.95	\$ 2,478.45
1 - 13	ROW MOWING - WARSON SOUTH OF OLIVE	24	CYCLE	\$ 67.50	\$ 1,620.00	NO BID		NO BID		NO BID		\$ 29.95	\$ 718.80
1 - 14	ROW MOWING - LEAF SITE	24	CYCLE	\$ 25.00	\$ 600.00	NO BID		NO BID		NO BID		\$ 21.95	\$ 526.80
1 - 15	ROW MOWING - MOSLEY SOUTH OF LADUE	24	CYCLE	\$ 25.00	\$ 600.00	NO BID		NO BID		NO BID		\$ 21.99	\$ 527.76
1 - 16	ROW MOWING - CENTER PARKWAY ISLAND AT DECKER	24	CYCLE	\$ 25.00	\$ 600.00	NO BID		NO BID		NO BID		\$ 21.99	\$ 527.76
1 - 17	ROW MOWING - EMERSON AT OLD BALLAS	24	CYCLE	\$ 45.00	\$ 1,080.00	NO BID		NO BID		NO BID		\$ 21.95	\$ 526.80
1 - 18	ROW MOWING - EMERSON AT DE SMET HIGH SCHOOL	24	CYCLE	\$ 25.00	\$ 600.00	NO BID		NO BID		NO BID		\$ 21.95	\$ 526.80
1 - 19	ROW MOWING - COEUR DE VILLE SOUTH OF OLIVE	24	CYCLE	\$ 90.00	\$ 2,160.00	NO BID		NO BID		NO BID		\$ 39.99	\$ 959.76
1 - 20	ROW MOWING - HIBLER ROAD	24	CYCLE	\$ 90.00	\$ 2,160.00	NO BID		NO BID		NO BID		\$ 29.95	\$ 718.80
1 - 21	ROW MOWING - CONWAY AT TWIN CREEK	24	CYCLE	\$ 36.00	\$ 864.00	NO BID		NO BID		NO BID		\$ 21.95	\$ 526.80
1 - 22	ROW MOWING - LADUE AT BEACON HILL	24	CYCLE	\$ 45.00	\$ 1,080.00	NO BID		NO BID		NO BID		\$ 36.95	\$ 886.80
1 - 23	ROW MOWING - NORTH NEW BALLAS	31	CYCLE	\$ 315.00	\$ 9,765.00	NO BID		NO BID		NO BID		\$ 41.95	\$ 1,300.45
SUBTOTAL PART 2: RIGHT-OF-WAY MAINTENANCE SERVICES				\$ 34,194.00		NO BID		NO BID		NO BID		\$ 12,432.10	
PART 3 - GROUNDS MAINTENANCE SERVICES													
ITEM NUMBER	ITEM	CONTRACT QUANTITY	UNIT	UNIT BID PRICE	TOTAL PRICE	UNIT BID PRICE	TOTAL PRICE	UNIT BID PRICE	TOTAL PRICE	UNIT BID PRICE	TOTAL PRICE	UNIT BID PRICE	TOTAL PRICE
1 - 24	MOWING - I-270 INTERCHANGE	31	CYCLE	\$ 1,080.00	\$ 33,480.00	NO BID		\$ 495.00	\$ 15,345.00	\$ 504.00	\$ 15,624.00	\$ 495.00	\$ 15,345.00
2	IRRIGATION SYSTEM START-UP	1	LS	\$ 300.00	\$ 300.00	NO BID		\$ 950.00	\$ 950.00	\$ 1,368.00	\$ 1,368.00	\$ 800.00	\$ 800.00
3	IRRIGATION SYSTEM SHUT-DOWN	1	LS	\$ 500.00	\$ 500.00	NO BID		\$ 1,140.00	\$ 1,140.00	\$ 960.00	\$ 960.00	\$ 800.00	\$ 800.00
4	IRRIGATION SYSTEM REPAIRS	100	HR	\$ 75.00	\$ 7,500.00	NO BID		\$ 45.00	\$ 4,500.00	\$ 85.00	\$ 8,500.00	\$ 65.00	\$ 6,500.00
5	IRRIGATION SYSTEM FORCE ACCOUNT	3400	DOLLAR	\$ 1.00	\$ 3,400.00	NO BID		\$ 1.00	\$ 3,400.00	\$ 1.00	\$ 3,400.00	\$ 1.00	\$ 3,400.00
6	NATIVE GRASS TRIMMING	1	LS	\$ 5,400.00	\$ 5,400.00	NO BID		\$ 2,700.00	\$ 2,700.00	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00
7	WEEDING	31	CYCLE	\$ 286.00	\$ 8,866.00	NO BID		\$ 60.00	\$ 1,860.00	\$ 125.00	\$ 3,875.00	\$ 120.00	\$ 3,720.00
8	PRE-EMERGENT AND POST-EMERGENT APPLICATIONS	4	CYCLE	\$ 475.00	\$ 1,900.00	NO BID		\$ 295.00	\$ 1,180.00	\$ 500.00	\$ 2,000.00	\$ 249.00	\$ 996.00
9	PEST-CONTROL APPLICATION	1	LS	\$ 540.00	\$ 540.00	NO BID		\$ 950.00	\$ 950.00	\$ 357.50	\$ 357.50	\$ 295.00	\$ 295.00
10	FERTILIZATION	5	CYCLE	\$ 450.00	\$ 2,250.00	NO BID		\$ 795.00	\$ 3,975.00	\$ 357.50	\$ 1,787.50	\$ 595.00	\$ 2,975.00
11	AERATION AND OVERSEEDING	1	LS	\$ 1,266.00	\$ 1,266.00	NO BID		\$ 2,980.00	\$ 2,980.00	\$ 1,500.00	\$ 1,500.00	\$ 2,995.00	\$ 2,995.00
SUBTOTAL PART 3: GROUNDS MAINTENANCE SERVICES				\$ 65,402.00		NO BID		\$ 38,980.00		\$ 42,572.00		\$ 41,026.00	
BID SUMMARY				GGRK, INC. D/B/A CONTEMPORARY LANDSCAPE		BLACK CREEK LANDSCAPING, LLC		THE GREENWOOD GROUP, LLC		GEORGE DOUGLAS, LLC D/B/A THE GROUNDS GUYS		OUTDOOR SOLUTIONS	
PART 1 - PARKS MAINTENANCE SERVICES				\$ 65,778.00		\$ 66,625.00		\$ 34,230.00		NO BID		\$ 43,547.36	
PART 2 - RIGHT-OF-WAY MAINTENANCE SERVICES				\$ 34,194.00		NO BID		NO BID		NO BID		\$ 12,432.10	
PART 3 - GROUNDS MAINTENANCE SERVICES				\$ 65,402.00		NO BID		\$ 38,980.00		\$ 42,572.00		\$ 41,026.00	
TOTAL BID:				\$ 165,374.00		\$ 66,625.00		\$ 73,210.00		\$ 42,572.00		\$ 97,005.46	



Location of the Work - Parks and Right-of-Way Maintenance
Approximate areas - not to scale

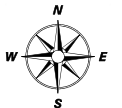




Grounds Maintenance Limits of Work
Approximate area - not to scale



Location of the Work



RESOLUTION NO. 1098

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE EXECUTION OF A CONTRACT WITH THE GREENWOOD GROUP FOR GROUNDS MAINTENANCE SERVICES FOR THE INTERSTATE 270/OLIVE BOULEVARD INTERCHANGE FOR THE 2014 AND 2015 GROWING SEASONS, FOR THE SUM OF \$38,980.00 FOR THE 2014 GROWING SEASON.

WHEREAS, the City of Creve Coeur strives to promote a beautiful and safe place to live, work, and drive, and

WHEREAS, the City has dedicated funding for maintenance of the landscaped areas at the intersection of Interstate 270 and Olive Boulevard, and

WHEREAS, such grounds maintenance will have a positive impact on residents and visitors; and

WHEREAS, these services have been competitively bid per the requirements outlined in the City of Creve Coeur Code of Ordinances, and

WHEREAS, The Greenwood Group, LLC, has provided the lowest and best bid for the 2014-2015 Grounds Maintenance Services, which provides for a two-year term and grants the City the option to extend for another (third) year, with the itemized prices to increase on an annual basis based upon specified changes in the consumer price index, subject to a maximum increase of 5% per year;

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

Section 1. The Contract between The Greenwood Group, LLC, and the City, attached hereto as "Exhibit A," with a **contract sum of \$ 38,980.00** (for the 2014 growing season), is hereby approved and the execution is hereby authorized. 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 27th day of January, 2014.

Barry Glantz
Mayor

Attest:

Deborah Ryan, MPCC
City Clerk

EXHIBIT A**CITY-CONTRACTOR AGREEMENT**

This is an Agreement made and entered into the ____ day of _____, 2014, by and between the City of Creve Coeur, Missouri (hereinafter called the "City") and The Greenwood Group with offices at 4577 Highway Z, Wentzville, MO 63385 (hereinafter called the "Contractor") for the project identified as **2014-2015 Grounds Maintenance Services** (hereinafter called the "Project" or the "Work").

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) Construction Schedule
- 7) State Wage Determination
- 8) All Addenda and all Modifications issued after execution of this Contract
- 9) The Saint Louis County Standard Specifications for Highway Construction, dated February 18, 2011, including all supplemental revisions and updates through

June 1, 2012, referred to herein as the "Standard Specifications" and applicable to the Work of this Contract by reference;

- 10) The St. Louis County Standard Drawings, dated April 27, 2012. These drawings shall be included in the reference to the "Standard Specifications" herein.
- 11) 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. 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

Period of the Agreement and Time of Completion

- (a) All time limits stated in the Contract Documents are of the essence.
- (b) The Work to be performed under the Contract shall commence on March 31, 2014, and shall terminate in November 2015. The City shall have the option, at its sole discretion, to extend the Contract for an additional one (1) year. Should the City elect to exercise this option, the City shall give written notice of the intent to exercise this option no later than March 1, 2016.

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 Form Proposal and the unit price bid by the Contractor in the Bid Form Proposal for that item, adjusted to account for any Modification(s), as defined in the General Conditions, made in compliance with Article VII 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 Form Proposal 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 in 2014 shall be thirty-eight thousand, nine hundred, and eighty dollars and zero cents (\$ 38,980.00). The Contract unit prices and Contract item quantities are listed in Table 1 on page C-11 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. 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, the City shall pay the Contractor as follows:

- (1) On or about the tenth day of each following month, ninety percent (90%) 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 VII of this Agreement; and
- (3) Final payment shall be made within sixty (60) days after the Work is fully completed and accepted by the City and the Contract fully performed.
- (4) Subsequent Year(s). The City shall pay the Contractor for the performance of the Work in 2015 (and 2016, if applicable) based upon the same schedule of rates as shown in the Table 1, but increased by the percentage increase (if any) in the cost of living between January 2014 and the month of January in the year in which the Work is performed (i.e. 2015 and 2016, if applicable). The cost of living will be determined by the "Consumer Price Index for All Urban Consumers: Transportation (CPITRNNs)," as published by the Bureau of Labor Statistics of the United States Department of Labor. Payment for services shall not decrease due to fluctuations in the cost of living; however, no annual increase shall exceed 5%.

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 proposed sequence and dates for starting and completing the various aspects of the Work on a site-by-site basis, and
- (2) a Traffic Control Plan indicating the location of all proposed signage, detours, and lane closures throughout the project which adequately address the traffic control plan at each location of the proposed 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. Any variation from the standard traffic control plans shown in the MUTCD shall be signed and sealed by a professional engineer who is licensed in the state of Missouri.

The Notice To Proceed shall be issued within ten (10) working days of the award, however no work will commence until the Contractor's Construction Schedule and Traffic Control Plan are submitted and approved by the City.

b) 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, paving, sodding, or cleanup as designated by the Director of Public Works.

c) 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 two hundred and fifty dollars (\$250.00) for each calendar day the Contractor fails to comply with the Construction Schedule. 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.

d) 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 (b) of Article V hereof, provided the Contractor uses his best efforts to remedy the delay in the manner specified in paragraph (c) 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, 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) If the requested change would result in a delay in the Construction Schedule, the provisions of Article V, paragraph (c), 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 Construction 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 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 by City or Contractor

(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 the Work. 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 or by arbitration.

ARTICLE IX

Contractor's Liability Insurance

The Contractor shall purchase and maintain, in full force and effect, 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.

The Contractor shall also meet the insurance requirements set forth by other entities, such as the Missouri Department of Transportation, from whom permits may be needed to perform portions of the Work.

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. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issues 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, tools, and equipment, and shall perform all tasks necessary to complete the Work, as specified in the Contract Documents. The Scope of Work generally includes mowing, litter removal, weeding, pest control, fertilization, and other landscape-management services at the intersection of Interstate 270 and Olive Boulevard within the City of Creve Coeur and provides for items as more specifically described in the Technical Specifications.

All work shall be done to the complete 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
1 - 24	MOWING - I-270 INTERCHANGE	CYCLE	31	\$ 495.00	\$ 15,345.00
2	IRRIGATION SYSTEM START-UP	LS	1	\$ 950.00	\$ 950.00
3	IRRIGATION SYSTEM SHUT-DOWN	LS	1	\$ 1,140.00	\$ 1,140.00
4	IRRIGATION SYSTEM REPAIRS	HR	100	\$ 45.00	\$ 4,500.00
5	IRRIGATION SYSTEM FORCE ACCOUNT	DOLLAR	3,400	\$ 1.00	\$ 3,400.00
6	NATIVE GRASS TRIMMING	LS	1	\$ 2,700.00	\$ 2,700.00
7	WEEDING	CYCLE	31	\$ 60.00	\$ 1,860.00
8	PRE-EMERGENT AND POST-EMERGENT APPLICATIONS	CYCLE	4	\$ 295.00	\$ 1,180.00
9	PEST-CONTROL APPLICATION	LS	1	\$ 950.00	\$ 950.00
10	FERTILIZATION	CYCLE	5	\$ 795.00	\$ 3,975.00
11	AERATION AND OVERSEEDING	LS	1	\$ 2,980.00	\$ 2,980.00

CONTRACT SUM:	\$ 38,980.00
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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: _____
Deborah Ryan, City Clerk

Date: _____

THE GREENWOOD GROUP, LLC

By: _____
Signature

Printed Name

Title

(SEAL)

Attest: _____

Date: _____



DEPARTMENT OF PUBLIC WORKS OFFICE MEMO

DATE: January 22, 2014

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works

FROM: Doug Seely, Foreman and City Arborist
Matt Wohlberg, City Engineer

SUBJECT: Recommendation of Award
2014-2015 Parks, Right of Way, and Grounds Maintenance Services

The existing multi-year contracts for mowing and maintenance services in the City's parks and right-of-way areas have reached the end of their terms of agreement. City staff has released an updated version of the contracts for bid, has reviewed the bids, and makes the following recommendations of award.

Bidding

The City advertised an invitation for bids for the Parks, Right of Way, and Grounds Maintenance Services contract for the 2014 and 2015 seasons on December 27, 2013. The invitation for bids was listed in *The Countian* newspaper on January 2, 7, and 9, 2014, it was posted on the City's website, it was posted on the Drexel Technologies website, and it was sent by facsimile to thirteen companies who bid on or expressed interest in the previous maintenance contract.

City staff hosted three prospective bidders at the project's pre-bid meeting at the Creve Coeur Government Center on January 9, 2014. City staff reviewed the bid requirements with the prospective bidders and explained the City's intent and ability to divide the contract into up to three parts, according to the bids received, in an effort to minimize cost to the City for these services.

City staff also indicated to the prospective bidders that the intent was to award a two-year contract with the City reserving the option to extend the contract for a third year. The bid specifications indicate that the unit bid prices for these services will increase in subsequent years based on the Consumer Price Index for Transportation, as published by the Bureau of Labor Statistics of the U.S. Department of Labor, with a maximum increase of 5% each year.

A total of five bids were received and were publicly opened on Thursday, January 16, 2014. A tabulation of these bids is attached.

Bid Review

Only two of the five bidders submitted bids for all three parts of the mowing services, with two bidders submitting prices for only one of the parts. These bids were allowed, as these bidders acted upon the City's intent to potentially treat each part as a separate project.

No discrepancies were noted in the bids

The bids received for each part of the contract are as follows:

Part 1: Parks Maintenance Services

1. The Greenwood Group, LLC.....	\$ 34,230.00
2. Outdoor Solutions	\$ 43,547.36
3. GGRK, Inc. (Contemporary Landscape)	\$ 65,778.00
4. Black Creek Landscaping, LLC.....	\$ 66,625.00

Part 2: Right of Way Maintenance Services

1. Outdoor Solutions	\$ 12,432.10
2. GGRK, Inc. (Contemporary Landscape)	\$ 34,194.00

Part 3: Grounds Maintenance Services

1. The Greenwood Group, LLC.....	\$ 38,980.00
2. Outdoor Solutions	\$ 41,026.00
3. George Douglas, LLC (The Grounds Guys).....	\$ 42,572.00
4. GGRK, Inc. (Contemporary Landscape)	\$ 65,402.00

Accounting

Funding has been allocated for these services in the 2014 fiscal year budget under the following accounts:

- Part 1: Parks Maintenance Services in account 01-31-43-6212 for Building and Grounds Maintenance (Parks Division).
- Part 2: Right-of-Way Maintenance Services in account 01-31-41-6212 for Building and Grounds Maintenance (Streets Division).
- Part 3: Grounds Maintenance Services in account 01-31-41-6212 for Building and Ground Maintenance (Streets Division).

The bid prices are slightly higher than the amounts allocated for these services, but these do not exceed the total funding for each account.

Funding will be proposed for the 2015 fiscal year budget, based upon the prices listed above and with consideration to the annual increase of up to 5% specified in the contracts.

Recommendation of Award

After reviewing the bid proposals, references, and equipment and materials proposed by each bidder, City staff recommends that the City enter into three (3) separate contracts with the two (2) contractors who provided the lowest bid for each of these services.

Parks Maintenance Services. Services required under the Parks Maintenance Services (Part 1, above) include the mowing of turf areas in the City's parks. *City staff recommends the award of the contract for Parks Maintenance Services to The Greenwood Group, LLC for \$34,230.00.*

Right of Way Maintenance Services. Services involved with the Right of Way Maintenance Services (Part 2, above) include mowing of various turf areas along City streets. *City staff recommends the award of the contract for **Right-of-Way Maintenance Services** to **Outdoor Solutions** for the bid price of \$12,432.10.*

Grounds Maintenance Services. The Grounds Maintenance Services (Part 3, above) include mowing, trimming, and related services to maintain the landscaped areas at the intersection of Olive Boulevard and Interstate 270. *City staff recommends the award of the contract for **Grounds Maintenance Services** to **The Greenwood Group, LLC**, for the bid price of \$38,980.00.*

Attachments: Bid Tabulation

Location of the Work Exhibit for Parks and Right of Way Maintenance

Location of the Work Exhibit for Grounds Maintenance



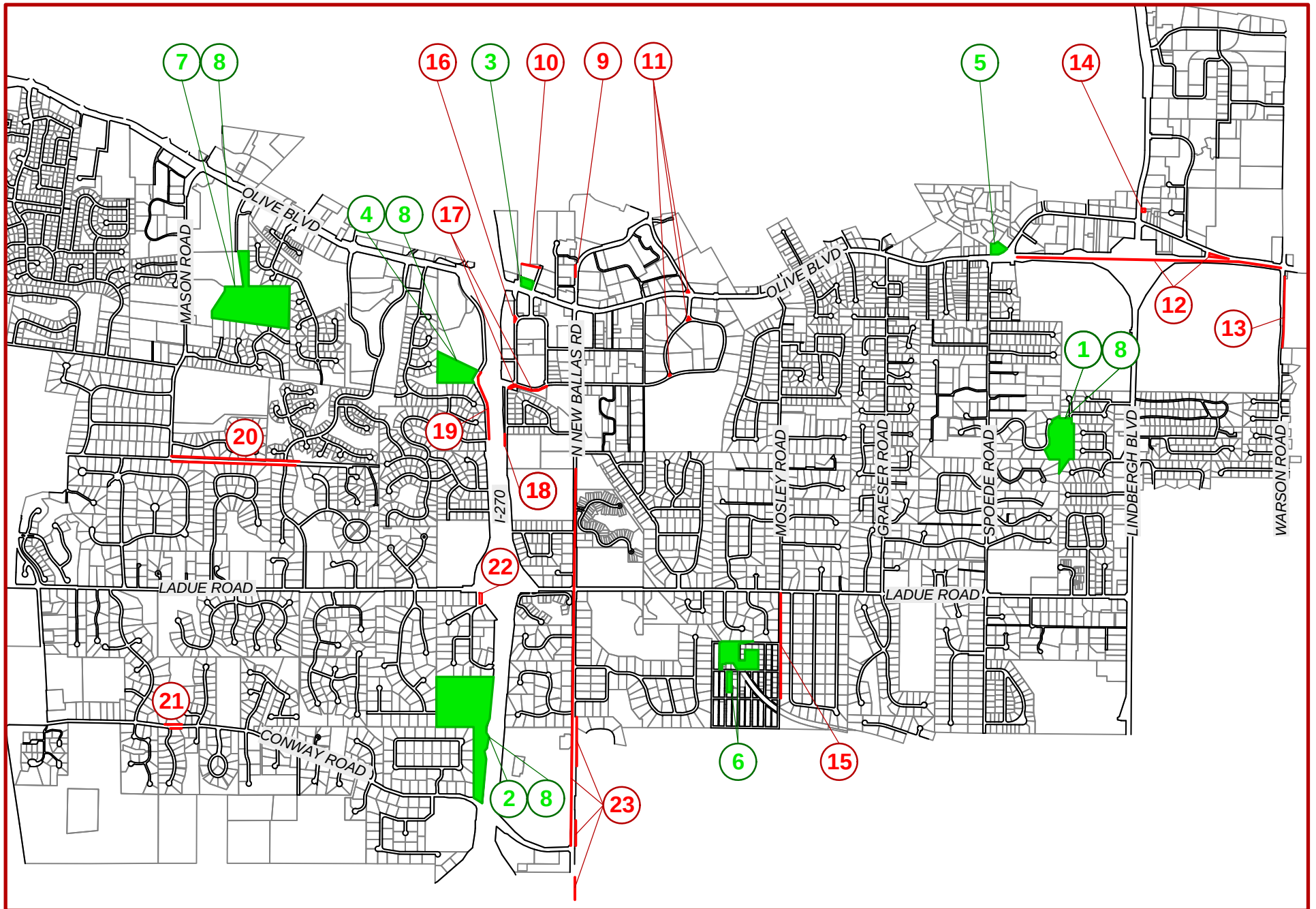
BID TABULATION

2014-2015 PARKS, RIGHT-OF-WAY, AND GROUNDS MAINTENANCE SERVICES

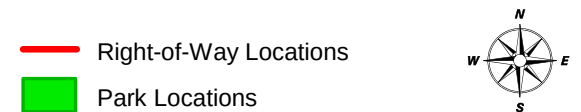
City of Creve Coeur, Missouri

Bids opened: 2:00 pm, Thursday, January, 16, 2014

				GGRK, INC. D/B/A CONTEMPORARY LANDSCAPE		BLACK CREEK LANDSCAPING, LLC		THE GREENWOOD GROUP, LLC		GEORGE DOUGLAS, LLC D/B/A THE GROUNDS GUYS		OUTDOOR SOLUTIONS	
PART 1 - PARKS MAINTENANCE SERVICES													
ITEM NUMBER	ITEM	CONTRACT QUANTITY	UNIT	UNIT BID PRICE	TOTAL PRICE	UNIT BID PRICE	TOTAL PRICE	UNIT BID PRICE	TOTAL PRICE	UNIT BID PRICE	TOTAL PRICE	UNIT BID PRICE	TOTAL PRICE
1 - 01	PARK MOWING - BEIRNE PARK	24	CYCLE	\$ 152.00	\$ 3,648.00	\$ 190.00	\$ 4,560.00	\$ 100.00	\$ 2,400.00	NO BID		\$ 124.99	\$ 2,999.76
1 - 02	PARK MOWING - CONWAY PARK	24	CYCLE	\$ 912.00	\$ 21,888.00	\$ 735.00	\$ 17,640.00	\$ 410.00	\$ 9,840.00	NO BID		\$ 545.00	\$ 13,080.00
1 - 03	PARK MOWING - FOUNTAIN PARK	24	CYCLE	\$ 76.00	\$ 1,824.00	\$ 25.00	\$ 600.00	\$ 22.00	\$ 528.00	NO BID		\$ 33.00	\$ 792.00
1 - 04	PARK MOWING - LAKE SCHOOL PARK	24	CYCLE	\$ 76.00	\$ 1,824.00	\$ 150.00	\$ 3,600.00	\$ 66.00	\$ 1,584.00	NO BID		\$ 124.95	\$ 2,998.80
1 - 05	PARK MOWING - LAVERNE COLLINS PARK	24	CYCLE	\$ 114.00	\$ 2,736.00	\$ 50.00	\$ 1,200.00	\$ 66.00	\$ 1,584.00	NO BID		\$ 52.00	\$ 1,248.00
1 - 06	PARK MOWING - MALCOLM TERRACE PARK	24	CYCLE	\$ 380.00	\$ 9,120.00	\$ 625.00	\$ 15,000.00	\$ 150.00	\$ 3,600.00	NO BID		\$ 249.95	\$ 5,998.80
1 - 07	PARK MOWING - MILLENNIUM PARK	31	CYCLE	\$ 304.00	\$ 9,424.00	\$ 625.00	\$ 19,375.00	\$ 254.00	\$ 7,874.00	NO BID		\$ 360.00	\$ 11,160.00
1 - 08	PARK MOWING - ATHLETIC FIELDS AND DOG PARK	31	CYCLE	\$ 494.00	\$ 15,314.00	\$ 150.00	\$ 4,650.00	\$ 220.00	\$ 6,820.00	NO BID		\$ 170.00	\$ 5,270.00
SUBTOTAL PART 1: PARKS MAINTENANCE SERVICES				\$ 65,778.00		\$ 66,625.00		\$ 34,230.00		NO BID		\$ 43,547.36	
PART 2 - RIGHT-OF-WAY MAINTENANCE SERVICES													
ITEM NUMBER	ITEM	CONTRACT QUANTITY	UNIT	UNIT BID PRICE	TOTAL PRICE	UNIT BID PRICE	TOTAL PRICE	UNIT BID PRICE	TOTAL PRICE	UNIT BID PRICE	TOTAL PRICE	UNIT BID PRICE	TOTAL PRICE
1 - 09	ROW MOWING - NEW BALLAS AT AMERICAN LEGION	24	CYCLE	\$ 25.00	\$ 600.00	NO BID		NO BID		NO BID		\$ 21.99	\$ 527.76
1 - 10	ROW MOWING - RUE DE LA BANQUE & ORCHARD LAKES	24	CYCLE	\$ 45.00	\$ 1,080.00	NO BID		NO BID		NO BID		\$ 21.99	\$ 527.76
1 - 11	ROW MOWING - OLIVE AT CRAIG	24	CYCLE	\$ 67.50	\$ 1,620.00	NO BID		NO BID		NO BID		\$ 47.95	\$ 1,150.80
1 - 12	ROW MOWING - OLIVE AT OLD OLIVE	31	CYCLE	\$ 315.00	\$ 9,765.00	NO BID		NO BID		NO BID		\$ 79.95	\$ 2,478.45
1 - 13	ROW MOWING - WARSON SOUTH OF OLIVE	24	CYCLE	\$ 67.50	\$ 1,620.00	NO BID		NO BID		NO BID		\$ 29.95	\$ 718.80
1 - 14	ROW MOWING - LEAF SITE	24	CYCLE	\$ 25.00	\$ 600.00	NO BID		NO BID		NO BID		\$ 21.95	\$ 526.80
1 - 15	ROW MOWING - MOSLEY SOUTH OF LADUE	24	CYCLE	\$ 25.00	\$ 600.00	NO BID		NO BID		NO BID		\$ 21.99	\$ 527.76
1 - 16	ROW MOWING - CENTER PARKWAY ISLAND AT DECKER	24	CYCLE	\$ 25.00	\$ 600.00	NO BID		NO BID		NO BID		\$ 21.99	\$ 527.76
1 - 17	ROW MOWING - EMERSON AT OLD BALLAS	24	CYCLE	\$ 45.00	\$ 1,080.00	NO BID		NO BID		NO BID		\$ 21.95	\$ 526.80
1 - 18	ROW MOWING - EMERSON AT DE SMET HIGH SCHOOL	24	CYCLE	\$ 25.00	\$ 600.00	NO BID		NO BID		NO BID		\$ 21.95	\$ 526.80
1 - 19	ROW MOWING - COEUR DE VILLE SOUTH OF OLIVE	24	CYCLE	\$ 90.00	\$ 2,160.00	NO BID		NO BID		NO BID		\$ 39.99	\$ 959.76
1 - 20	ROW MOWING - HIBLER ROAD	24	CYCLE	\$ 90.00	\$ 2,160.00	NO BID		NO BID		NO BID		\$ 29.95	\$ 718.80
1 - 21	ROW MOWING - CONWAY AT TWIN CREEK	24	CYCLE	\$ 36.00	\$ 864.00	NO BID		NO BID		NO BID		\$ 21.95	\$ 526.80
1 - 22	ROW MOWING - LADUE AT BEACON HILL	24	CYCLE	\$ 45.00	\$ 1,080.00	NO BID		NO BID		NO BID		\$ 36.95	\$ 886.80
1 - 23	ROW MOWING - NORTH NEW BALLAS	31	CYCLE	\$ 315.00	\$ 9,765.00	NO BID		NO BID		NO BID		\$ 41.95	\$ 1,300.45
SUBTOTAL PART 2: RIGHT-OF-WAY MAINTENANCE SERVICES				\$ 34,194.00		NO BID		NO BID		NO BID		\$ 12,432.10	
PART 3 - GROUNDS MAINTENANCE SERVICES													
ITEM NUMBER	ITEM	CONTRACT QUANTITY	UNIT	UNIT BID PRICE	TOTAL PRICE	UNIT BID PRICE	TOTAL PRICE	UNIT BID PRICE	TOTAL PRICE	UNIT BID PRICE	TOTAL PRICE	UNIT BID PRICE	TOTAL PRICE
1 - 24	MOWING - I-270 INTERCHANGE	31	CYCLE	\$ 1,080.00	\$ 33,480.00	NO BID		\$ 495.00	\$ 15,345.00	\$ 504.00	\$ 15,624.00	\$ 495.00	\$ 15,345.00
2	IRRIGATION SYSTEM START-UP	1	LS	\$ 300.00	\$ 300.00	NO BID		\$ 950.00	\$ 950.00	\$ 1,368.00	\$ 1,368.00	\$ 800.00	\$ 800.00
3	IRRIGATION SYSTEM SHUT-DOWN	1	LS	\$ 500.00	\$ 500.00	NO BID		\$ 1,140.00	\$ 1,140.00	\$ 960.00	\$ 960.00	\$ 800.00	\$ 800.00
4	IRRIGATION SYSTEM REPAIRS	100	HR	\$ 75.00	\$ 7,500.00	NO BID		\$ 45.00	\$ 4,500.00	\$ 85.00	\$ 8,500.00	\$ 65.00	\$ 6,500.00
5	IRRIGATION SYSTEM FORCE ACCOUNT	3400	DOLLAR	\$ 1.00	\$ 3,400.00	NO BID		\$ 1.00	\$ 3,400.00	\$ 1.00	\$ 3,400.00	\$ 1.00	\$ 3,400.00
6	NATIVE GRASS TRIMMING	1	LS	\$ 5,400.00	\$ 5,400.00	NO BID		\$ 2,700.00	\$ 2,700.00	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00
7	WEEDING	31	CYCLE	\$ 286.00	\$ 8,866.00	NO BID		\$ 60.00	\$ 1,860.00	\$ 125.00	\$ 3,875.00	\$ 120.00	\$ 3,720.00
8	PRE-EMERGENT AND POST-EMERGENT APPLICATIONS	4	CYCLE	\$ 475.00	\$ 1,900.00	NO BID		\$ 295.00	\$ 1,180.00	\$ 500.00	\$ 2,000.00	\$ 249.00	\$ 996.00
9	PEST-CONTROL APPLICATION	1	LS	\$ 540.00	\$ 540.00	NO BID		\$ 950.00	\$ 950.00	\$ 357.50	\$ 357.50	\$ 295.00	\$ 295.00
10	FERTILIZATION	5	CYCLE	\$ 450.00	\$ 2,250.00	NO BID		\$ 795.00	\$ 3,975.00	\$ 357.50	\$ 1,787.50	\$ 595.00	\$ 2,975.00
11	AERATION AND OVERSEEDING	1	LS	\$ 1,266.00	\$ 1,266.00	NO BID		\$ 2,980.00	\$ 2,980.00	\$ 1,500.00	\$ 1,500.00	\$ 2,995.00	\$ 2,995.00
SUBTOTAL PART 3: GROUNDS MAINTENANCE SERVICES				\$ 65,402.00		NO BID		\$ 38,980.00		\$ 42,572.00		\$ 41,026.00	
BID SUMMARY				GGRK, INC. D/B/A CONTEMPORARY LANDSCAPE		BLACK CREEK LANDSCAPING, LLC		THE GREENWOOD GROUP, LLC		GEORGE DOUGLAS, LLC D/B/A THE GROUNDS GUYS		OUTDOOR SOLUTIONS	
PART 1 - PARKS MAINTENANCE SERVICES				\$ 65,778.00		\$ 66,625.00		\$ 34,230.00		NO BID		\$ 43,547.36	
PART 2 - RIGHT-OF-WAY MAINTENANCE SERVICES				\$ 34,194.00		NO BID		NO BID		NO BID		\$ 12,432.10	
PART 3 - GROUNDS MAINTENANCE SERVICES				\$ 65,402.00		NO BID		\$ 38,980.00		\$ 42,572.00		\$ 41,026.00	
TOTAL BID:				\$ 165,374.00		\$ 66,625.00		\$ 73,210.00		\$ 42,572.00		\$ 97,005.46	



Location of the Work - Parks and Right-of-Way Maintenance
Approximate areas - not to scale

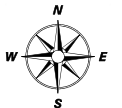




Grounds Maintenance Limits of Work
Approximate area - not to scale



Location of the Work





**MINUTES OF A MEETING
OF THE NOMINATING COMMITTEE
WEDNESDAY, JANUARY 15, 2014
8:05 A.M.**

A meeting of the Nominating Committee was held on Wednesday, January 15, 2014 starting at 8:05 a.m. at the Creve Coeur Government Center, 300 North New Ballas Road, Creve Coeur MO 63141.

Mayor Glantz called the meeting to consider appointments to the Government Center Needs Assessment Task Force pursuant to the requirements of Section 4.4(i) of the Creve Coeur City Charter.

GOVERNMENT CENTER NEEDS ASSESSMENT TASK FORCE

The Nominating Committee consisted of:

Mayor Glantz
Council President Scott Saunders
Council Member Robert Hoffman

Also in attendance: Mark Perkins, City Administrator

Mayor Glantz stated Council Member Hoffman was voted by Council as the Council Liaison. Former Council Member Beth Kistner has expressed an interest in serving on the Task Force as a citizen member.

Council Member Hoffman moved, seconded by Mayor Glantz to appoint Beth Kistner to the Government Center Needs Assessment Task Force, with the vote upon such motion being as follows, to-wit:

Council President Scott Saunders
Council Liaison Robert Hoffman
Mayor Glantz

The vote on the motion being 3 ayes and 0 nays, the appointment recommendation was approved.

Mark Perkins suggested that the appointment letter sent by the Mayor include a description of the task force objective and responsibilities, as well as indicating that the needs analysis is expected to be completed within 3 to 4 months.

Council President Saunders stated Richard Kutta of the Finance Committee has indicated that he will volunteer for the Task Force.

Council Member Hoffman moved, seconded by Council President Saunders to appoint Richard Kutta to the Government Center Needs Assessment Task Force, with the vote upon such motion being as follows, to-wit:

Council Liaison Robert Hoffman
Council President Scott Saunders
Mayor Glantz

The vote on the motion being 3 ayes and 0 nays, the appointment recommendation was approved.



**MINUTES OF A MEETING
OF THE NOMINATING COMMITTEE
WEDNESDAY, JANUARY 15, 2014
8:05 A.M.**

Mayor Glantz stated David Kreuter recommended Jeff Rosenthal of the Police and Safety Committee be appointed.

Council Member Hoffman moved, seconded by Council President Saunders to appoint Jeff Rosenthal to the Government Center Needs Assessment Task Force, with the vote upon such motion being as follows, to-wit:

Council Liaison Robert Hoffman
Council President Scott Saunders
Mayor Glantz

The vote on the motion being 3 ayes and 0 nays, the appointment recommendation was approved.

Mark Perkins suggested Jim Faron or Ken Howard from Planning and Zoning Commission.

Council Member Hoffman moved, seconded by Council President Saunders to appoint Jim Faron to the Government Center Needs Assessment Task Force, with the vote upon such motion being as follows, to-wit:

Council Liaison Robert Hoffman
Council President Scott Saunders
Mayor Glantz

The vote on the motion being 3 ayes and 0 nays, the appointment recommendation was approved.

Mark Perkins suggested Fran Cantor from the Climate Action Task Force and she could represent both the HEB and the CATF.

Council President Saunders moved, seconded by Council Liaison Hoffman to appoint Fran Cantor to the Government Center Needs Assessment Task Force, with the vote upon such motion being as follows, to-wit:

Council Liaison Robert Hoffman
Council President Scott Saunders
Mayor Glantz

The vote on the motion being 3 ayes and 0 nays, the appointment recommendation was approved.

Mark Perkins stated Kenneth Balk of the Arts Commission has expressed an interest in volunteering for the Task Force.

Council President Saunders stated George Dirkers would be a great candidate, but his schedule is pretty stretched as it is.



**MINUTES OF A MEETING
OF THE NOMINATING COMMITTEE
WEDNESDAY, JANUARY 15, 2014
8:05 A.M.**

Council Member Hoffman moved, seconded by Council President Saunders to appoint Kenneth Balk to the Government Center Needs Assessment Task Force, with the vote upon such motion being as follows, to-wit:

Council Liaison Robert Hoffman
Council President Scott Saunders
Mayor Glantz

The vote on the motion being 3 ayes and 0 nays, the appointment recommendation was approved.

Mark Perkins suggested Kevin Rejent from the Parks and Rec Committee as a possible candidate.

Council Member Hoffman moved, seconded by Council President Saunders to appoint Kevin Rejent to the Government Center Needs Assessment Task Force, with the vote upon such motion being as follows, to-wit:

Council Liaison Robert Hoffman
Council President Scott Saunders
Mayor Glantz

The vote on the motion being 3 ayes and 0 nays, the appointment recommendation was approved.

The Nominating Committee meeting adjourned at 8:17 a.m.

Attest:

Deborah Ryan
City Clerk

Barry Glantz
Mayor

TRASH PROPOSAL FOR MONDAY, JANUARY 27 WORK SESSION

- Accept Republic Services new trash contract to start June 30, 2014 as written. Write the ordinance accepting the contract to reflect the following opt-in option for all city residents.
- Allow for an 'OPT-IN' program for all Creve Coeur homes by which every home can opt to keep valet trash service.
- The city will pick up the tab for all residents who decide to opt in for the valet service.
- As part of the opt-in program, the city will run an educational campaign to inform residents about the multiple advantages of the new curb-side pick-up program. This should include the environmental as well as the financial benefits. Tying this campaign into the 'Love of Creve Coeur' program would be a logical and useful approach. In addition to the newsletter, and public forums, we could consider direct mail to every home and contacting all the trustees so that every resident is well informed before any deadline.
- **A cost estimate for the city is as follows:**
- Current Contract Cost: \$1,350,000/year with a 3 year extension and an increase of 3% [about \$40,000] per year
- Proposed new contract cost: base rate between \$619,540 and \$815,321 [depending on totter sizes chosen] for a 5 year contract plus \$15/mo for valet service , or \$180/household/year for valet service
- There are a total of 4704 single family homes in the city. The up-charge to the city for homes that would opt-in is estimated as follows:
 - If 50% of homes opt-in, the up charge would be \$423,360. This would result in a total yearly cost of between \$1,042,900 and \$1,238,681. The city would still save between \$111,319 and \$307,111. My guess is that the final number would be somewhere in the middle [not including the estimated \$17,590 recycle rebate]. Even if we just realized the environmental impact, that alone is a big advantage.

- My hope is that as time goes on, fewer and fewer residents would choose valet service until we stabilize with a smaller core group.



**Work Session Summary
City Council
Creve Coeur Government Center
January 13, 2014 - 6:00 p.m.**

Present: Mayor Barry Glantz, Council Members, Scott Saunders, Cynthia Kramer, Robert Hoffman, AJ Wang (6:46 p.m.), Ellen Lawrence, Charlotte D'Alfonso, David Kreuter, Jeanne Rhoades and City Attorney, Carl Lumley.

Creve Coeur Staff present: City Administrator Mark Perkins, Chief of Police Glenn Eidman, Finance Director Dan Smith, Public Works Director Jim Heines, and City Clerk Deborah Ryan.

The meeting was called to order at 6:04 p.m.

1. Trash and Recycling Contract

Mark Perkins stated the option for the current contract is to extend for three years and continue to receive service, status quo with a three (3) percent increase built in the contract for each year. One option is a three year contract with no increase for the first year and three percent for each of the following two years. If Council decided to go year to year then Republic will stay with the three percent annual increase.

Council Member D'Alfonso asked if this is about the money for those Council Members that voted against it.

Council Member Lawrence stated it was a service issue for her constituents and felt the city had the funds in the budget and residents want the service.

Council Member Saunders stated he is looking out for the next decade for the city and wonders is this a sustainable service to continue.

Council Member Hoffman stated we need to look at this as a whole city issue and not a Ward/East/West issue. The whole city is paying for it even though there are residences that can't and don't use the service.

Council Member Rhoades stated we are potentially losing \$100.00 per residence and twenty percent of the homes in Creve Coeur are condos and tax-paying residents.

Council Member Lawrence stated the condo residences pay for a lot of services they don't use; such as, limb/leaf. However, they have significantly lower taxes than most other property owners.

Council Member Kreuter stated we don't need to rehash the discussion we had two months ago about the size of residences, services and fairness. The issue tonight is which approach to take to an extension.

Council Member Rhoades stated the only incentive to change service is only if the city was in financial dire straits.

Mayor Glantz stated we need to decide what the future of Creve Coeur will look like.

Council Member Hoffman stated uniform toters will appeal to people.

Council Member Rhoades stated by continuing status quo, we are holding the rest of the city hostage. We have the opportunity for a recycling bonus and curb side technology which could set our city apart from every other city/municipality in the metro area. We could be leaders in this new technology. We are a Green City and we should be doing everything we can to promote any green initiatives as we possibly can. Valet service will still be an option for residents.

Council Member D'Alfonso stated the valet service is a pride thing for many because other cities don't have even the option for the service.

Council Member Kreuter stated we can make everything pay as you go including putting tolls at the parks; leaf and limb pick up, no resident rates at the golf course, etc., but that would not make sense to him.



**Work Session Summary
City Council
Creve Coeur Government Center
January 13, 2014 - 6:00 p.m.**

Council Member Rhoades stated the trash bill is the highest expense that the city has second to personnel in the Police Department.

Council Member Lawrence stated Creve Coeur is recognized as a National Aging City as most of our residents are 65 years old or older.

Council Member D'Alfonso asked what we can do as a Council to come together for the entire city.

Mayor Glantz stated change is hard and we may need to accept the fact that we will be a divided city on this issue.

Staff to go back to hauler and review additional options available. Continue discussion at the next work session on January 27, 2014.



INTEROFFICE MEMORANDUM

Date: January 23, 2014

To: Mark Perkins, City Administrator
From: Kirsten Barnes, Director of Recreation
Subject: City-Wide Garage Sale Proposal

In completing the Strategic Plan in January 2013, a City-Wide Garage Sale was proposed for Year 2 of the plan, or 2014. Below is the proposal from the Parks & Recreation Department as supported by the Parks & Recreation Committee regarding sale guidelines, fees and its relationship to the current ordinance.

Date: **April 26, 2014**

Registration Deadline will be Monday, April 21; all applications submitted after that date will have to go through the regular application process and sale will count toward two-sale limit.

Time: **8 a.m. - 6 p.m. (or any hours within that period)**

Fees: **\$15 per address** includes Application Fee and inclusion in the Garage Sale Guide
(Fees can be distributed between ordinance account and Community Services - Recreation Programs if necessary)

Misc:

- o This sale WILL NOT count toward the two-sale limit included in the ordinance.
- o Ordinance guidelines 3 - 10 will apply to all sales.
- o All applications will be handled through the Recreation Office.
- o Staff will create and publish a guide for the sale that includes each address and a brief sale listing.
- o The guide will be available for sale at Dielmann Recreation Complex for \$2 each, or they can be downloaded from the website at no charge.
- o Sale will be advertised in the City newsletter, on the City website and Facebook page, on the Parks & Recreation Facebook page and on Craigslist.
- o Residents may also advertise individually.

For the current garage sale ordinance visit <http://www.creve-coeur.org/documentcenter/view/1273>

2014 COMMUNITY INVOLVEMENT OPPORTUNITIES



Creve Coeur Parks & Recreation
Dielmann Recreation Complex
11400 Olde Cabin Road
Creve Coeur, MO 63141
Tel 314-872-2570
Fax 314-872-2580
www.creve-coeur.org

CREVE COEUR, MISSOURI

THE HEART OF COMMUNITY & COMMERCE

City of Creve Coeur Parks & Recreation

CREVE COEUR PARKS & RECREATION MISSION

Better health, community connections and fun are just a few examples of how Creve Coeur residents benefit from Parks & Recreation services. Our mission is to deliver a variety of recreation programs and services that encourage health, fitness, relaxation and citizen involvement while promoting a strong sense of community for residents of Creve Coeur.

SERVING 18,000 CREVE COEUR RESIDENTS THROUGH QUALITY PROGRAMS & EVENTS

Each year, fees and taxes fund operational expenses required to make programs, parks & facilities succeed. Additional support from our business community will allow our offerings to be even better. By partnering with Creve Coeur Parks and Recreation, you will help provide additional events to the community, enhance current programs, fuel an active and healthy community, and enrich the lives of our residents.

WITH PARKS AND RECREATION, THE BENEFITS ARE ENDLESS

With a menu of activities and sponsorships that can fit any budget and reaches a variety of audiences, the benefits of sponsorship are easily accessible to any business. Your partnership with Creve Coeur Parks & Recreation allows you to reach our residents and their guests while demonstrating positive corporate citizenships and increasing your visibility in the community.

ACT TODAY TO STRENGTHEN TOMORROW

Take advantage of our first partnership opportunities to get fresh exposure to your customers while building a stronger, healthier more active community. Contact me today to secure your partnership.

Kirsten Barnes
Director of Recreation
314-872-2570
kbarnes@ci.creve-coeur.mo.us

CREVE COEUR PARKS & RECREATION

SPONSOR PROGRAM OPPORTUNITIES

The following community activities and events are available for sponsorship:

COMMUNITY & FAMILY EVENTS

HEART TO HEART 5K/10K RUN

***June 7, 2014:** The biggest event of the year, this event plays host to approximately 300 runners and walkers and is a fundamental part of program development for Creve Coeur Parks & Recreation. (Approximately 350 Athletes & Their Families)*

Service Sponsor – 6-8 Event Volunteers: Schools & service organizations are invited to take part through our Service Sponsor. Organization name included on signage at event and on event t-shirts, and recognition during event announcements.

Friends of the Run - \$100: Your name included on signage at event, and recognition during event announcements. You will also receive one (1) event t-shirt.

Contributing Sponsor - \$300: Organization name included on printed promotional material and signage at event and on event t-shirts, and recognition during event announcements.

Assisting Sponsor - \$500: All Contributing Sponsor benefits PLUS company logo on printed materials & t-shirts and display of banner (up to 4' x 6') provided by company at event and promotional material or coupons in race packets.

Uplifting Sponsor - \$750: All Assisting Sponsor benefits PLUS VIP tent and table at event and logo on race packets.

Helping Hand Sponsor - \$1,500: All Uplifting sponsor benefits PLUS logo on staff & volunteer t-shirts and logo used on website.

Heart to Heart Sponsor - \$3,000: All Helping Hand Sponsor benefits (logo on front of t-shirt with event logo) PLUS logo on all promotional material, logo and link on website and recognition as Heart to Heart Sponsor on webpage.

SUMMER CONCERT SERIES

***June 21, July 17 & September 7, 2014:** New in 2014, a concert in Creve Coeur parks will delight families and offer an alternative evening out. Sponsorship below is for one (1) concert.*

Top-20 Sponsor - \$250: Company name on signage at event and recognition at event.

Chart-Topper Sponsor - \$500: All Top-20 Sponsor benefits PLUS company logo on printed promotional material and display of banner (up to 4' x 6') provided by your company at the event.

CREVE COEUR PARKS & RECREATION

SPONSORSHIP OPPORTUNITIES

Gold Sponsor - \$1000: All Chart-Topper Sponsor benefits PLUS recognition on website and promotional table staffed by your company at the event.

Platinum Sponsor - \$5000: All Gold Sponsor benefits PLUS VIP tent with drinks and light snacks at event, logo on staff event t-shirts, and your company logo on the City webpage.

FARMERS AND ARTISTS MARKET

***Saturdays May – September, 2014:** New in 2014, this market will be held weekly in Creve Coeur to connect residents to with local growers and producers. The market will fill a void left by the current farmers market options and create a gathering place for our community. Sponsors dollars will support both operation of the market and special family events such as live music, cooking demonstrations and samples, market art and more. Sponsorships for the Market run from commitment through January 31, 2015.*

Supporting Sponsors - \$500: Company logo on City webpage.

Corporate Friends - \$750: Supporting Sponsor benefits PLUS sponsor acknowledgement at “opening day” ribbon cutting ceremony, company name on the market poster, your company name on the sponsor board displayed on market days and a market booth to distribute promotional material at a total of two (2) market days.

Advocate Sponsors - \$1,500: All Corporate Friends Sponsorship company logo on market poster, company name on sponsor board displayed on market days, opportunity to be named sponsor of one (1) special event, market booth to distribute promotional material at a total of six (6) market days, business logo on market bag.

Presenting Sponsor - \$3,000: All Advocate Sponsor benefits PLUS participation in the “opening day” ribbon cutting ceremony with a one-minute infomercial sound bite, opportunity to be named sponsor of two (2) special events, market booth to distribute promotional material at a total of ten (10) market days, company logo displayed on a 3’ x 5’ banner at market.

FLICKS ON THE FAIRWAY

***May 31, June 28 & August 2, 2014:** Free, family-oriented movies are shown throughout the summer at dusk and appeal to both Creve Coeur residents and our neighbors as well. Sponsorship below is for one (1) movie. (Approximately 100 Attendees)*

Popcorn Sponsor - \$75: Company name on signage at event.

Box Office Sponsor - \$100: Company logo on signage at event.

Indie Sponsor - \$250: Company logo on printed promotional material and display of banner (up to 4’ x 6’) provided by your company at the event.

CREVE COEUR PARKS & RECREATION

SPONSORSHIP OPPORTUNITIES

Blockbuster Sponsor - \$500: All Indie Sponsor benefits PLUS recognition on Creve Coeur Parks & Recreation website, and recognition before and after the movie and promotional table staffed by your company at the event.

Oscar Sponsor - \$800: All Blockbuster Sponsor benefits PLUS your company will be the sole sponsor of your movie and receive a VIP viewing area!

WONDERS OF NATURE ARBOR DAY EVENT

April 27, 2014: Recognizing the importance of our environment, Creve Coeur is proud to sponsor an annual event to celebrate Arbor Day with activities for the entire family.

Children's Activity Sponsor - \$100: Promotional table on day of event, recognition on promotional materials and at event.

Entertainment Sponsor - \$300: Includes Children's Activity Sponsor benefits PLUS display of banner (up to 4' x 6') provided by company at event.

Presenting Sponsor - \$500: Includes Entertainment Sponsor benefits PLUS logo and webpage link used on website.

SPRING STARGAZER EVENT

March 14, 2014: New in 2013, this family event will play host to the St. Louis Astronomical Society and offer residents an opportunity to see some of the most beautiful celestial sights in the sky.

Stargazer Sponsor - \$150: This sponsorship is the sole sponsor and includes logo recognition on promotional materials and banner (up to 4' x 6') provided by your company placed at event.

HOLIDAYS ON ICE

December 29, 30 & 31, 2014: Held each year over the winter school break, these three (3) free community ice skating sessions are a great chance for area residents to enjoy safe, family-oriented fun. Sponsorship of this event includes all three (3) sessions. (Approximately 150 per Day)

Hot Chocolate Sponsor - \$150: Company name on signage and recognition at event.

Peppermint Sponsor - \$300: All Hot Chocolate Sponsor benefits PLUS company logo on printed promotional material and display of banner (up to 4' x 6') provided by your company at the event.

Sugarplum Sponsor - \$500: All Peppermint Sponsor benefits PLUS recognition on website and promotional table staffed by your company at the event.

Snow Sponsor - \$1800: Purchase the sole sponsorship of the Holidays on Ice events through this sponsorship opportunity.

CREVE COEUR PARKS & RECREATION SPONSORSHIP OPPORTUNITIES

DADDY-DAUGHTER DANCE: WELCOME TO WONDERLAND

February 22, 2014: *Young ladies ages 4 to 15 and their dads or other escorts are invited to an evening filled with music, dancing & activities.*

Red Queen Sponsor - \$100: This sponsorship is for one (1) activity with a sponsor logo recognition on activity table and recognition at event.

White Hare Sponsor - \$250: This sponsorship includes the evening meal with sponsor logo at the buffet, signage at event and recognition at event.

GOLF TOURNAMENTS

CREVE COEUR DAYS ANNUAL TOURNAMENT

May 17, 2014: *This four person scramble includes awards going to winners in two different flights. An 18-hole event with closest-to-pin, long drive, and other contests! After the event, join us for dinner, awards, and prizes. (Approximately 40 Players)*

Hole Sponsor - \$80: Hole sponsorship sign at designated tee box.

Par Sponsor - \$150: Includes one (1) player fee, sign at designated hole, give-away items in player packages, and mention on in-cart signage.

Birdie Sponsor - \$250: Includes all Par Sponsor benefits PLUS one (1) additional player fee (total of two), recognition at dinner & awards ceremony and display of banner (up to 4' x 6') provided by company.

Eagle Sponsor - \$500: Includes all Birdie Sponsor benefits PLUS two (2) additional player fees (total of four), your logo on a golfer gift package, logo on in-cart signage and name listed on all printed promotional material.

Beverage Cart Sponsor \$700: Includes all Birdie Sponsor benefits PLUS signage on beverage cart with your company's representative riding on cart to meet and greet players.

Ace Sponsor - \$1,200: Includes all Eagle Sponsor benefits PLUS company logo on all promotional material, promotional table at event, and logo on Creve Coeur Golf Course website as Ace Sponsor.

CREVE COEUR PARKS & RECREATION

SPONSORSHIP OPPORTUNITIES

CHILI BOWL GOLF TOURNAMENT

November 8, 2014: This end-of-year, four-person scramble is a bowl of laughs! A mid-November event Shotgun start, 18-holes, beverages and chili dinner make a great end to the traditional golf season.

Hole Sponsor - \$60: Hole sponsorship sign at designated tee box.

Green Chili Sponsor - \$125: Includes one (1) player fee, sign at designated hole, give-away items in player packages, and mention on in-cart signage.

Jalapeno Sponsor - \$175: Includes Green Chili Sponsor benefits PLUS logo on one (1) player cart.

Serrano Sponsor - \$250: Includes all Jalapeno Sponsor benefits PLUS one (1) additional player fee (total of two), recognition at dinner & awards ceremony and display of banner (up to 4' x 6') provided by company.

Cayenne Sponsor - \$450: Includes all Serrano Sponsor benefits PLUS two (2) additional player fees (total of four), your logo on tees/balls in players package, logo on in-cart signage and name listed on all printed promotional material.

Beverage Cart Sponsor \$600: Includes all Serrano Sponsor benefits PLUS signage on beverage cart with your company's representative riding on cart to meet and greet players.

Habanero Sponsor - \$750: Includes all Serrano Sponsor benefits PLUS company logo on all promotional material, promotional table at event, and logo on Creve Coeur Golf Course website as Habanero Sponsor and company logo on event t-shirt.

CREVE COEUR PARKS & RECREATION

SPONSOR PROGRAM GUIDELINES

Parks Sponsor Program Guidelines

Creve Coeur Parks & Recreation (CCPR) has designed a sponsor program that will enhance our ability to deliver parks and recreation services by seeking partners whose products and businesses are consistent with and appropriate to CCPR mission and lines of business.

These guidelines are designed for businesses entering into sponsor agreements. Sponsorships are not to be confused with corporate donations or gifts for which there is no recognition or compensation. These guidelines are not applicable to gifts, grants or unsolicited donations in which no benefits are granted to the corporation and where no business relationship exists. These guidelines are designed to provide a benefit to everyone in our community without diminishing the public image of CCPR facilities and programs.

In addition to supplementing City Ordinance Section 130.070, the purposes of this guideline is to:

- (1) Clearly state that these partnerships do not constitute a public forum for communication and debate. The rights granted by the partnerships are established and retained at CCPR discretion. CCPR reserves the right to amend these policies and standards at any time. Any revisions or amendments to this policy will be in writing and supplied to all advertising contractors;
- (2) To outline the guidelines and procedures for entering into partnership agreements consistent with CCPR's mission;
- (3) To recognize that partnerships provide an effective means of generating new revenues and alternative resources to support CCPR facilities and programs.

DEFINITIONS

- A. "City" means City of Creve Coeur, a political subdivision of the State of Missouri.
- B. "Director" is the Director of the Creve Coeur Parks and Recreation Department, or his or her designee.
- C. "Partnership Packages" Partnership packages have been created for purposes of providing guidance and direction for potential sponsors and the City. It is understood and expected that minor adjustments may be made as necessary to meet City's and Sponsor's specific needs subject to conformity with restrictions, standards and guidelines set forth in this policy.

CREVE COEUR PARKS & RECREATION

SPONSOR PROGRAM GUIDELINES

POLICY

- A. **Intent.** It is the intent of CCPR to encourage sponsorships that foster a family friendly image/environment. It is the policy of CCPR that sponsorship agreements will exist in accordance with guidelines, criteria and procedures set forth in this policy.
- B. **Sponsorship Restrictions, Standards and Guidelines.** Sponsorships are accepted on a first-come, first-served basis. In addition to the terms and conditions set forth in each Sponsorship Package, the following restrictions, standards and guidelines shall apply:
 - a. **Prohibited Industries and Products.** In general, the following industries and products are not eligible for sponsorships with CCPR: Police-regulated businesses; companies whose business is substantially derived from the sale of alcohol, tobacco, firearms or pornography; adult night club sponsors; political organizations;
 - b. **Message Content.** Sponsorships on City property are maintained as a nonpublic forum. The City intends to preserve its rights and discretion to exercise full editorial control over the placement, content, appearance, and wording of sponsorship affiliations and messages. The City may make distinctions on the appropriateness of sponsors on the basis of subject matter of a potential sponsorship recognition message. The City will not deny sponsorship opportunities on the basis of the potential sponsor's viewpoint. Advertisers and advertising agencies are liable for all contents of advertisements including copy, representation and illustrations.
- C. **Sponsorship Criteria.** At a minimum, City Ordinance Section 130.070, Subsection(C)(3) and the following criteria will be taken into consideration when evaluating compatibility of a sponsorship proposal; in all cases, the Director, City Administrator and/or the City Council as outlined herein will have the prerogative to accept or reject a proposal:
 - a. The compatibility of the corporation's products, customers and promotional goals with CCPR Mission;
 - b. The desirability of association with the image;
 - c. The actual value in cash, or in-kind goods or services, of the proposal in relation to the benefit to the corporation;
 - d. Community support for, or opposition to, the proposal;
 - e. The operating and maintenance costs associated with the proposal.
- D. **Process of Selling Sponsorships.** The following process shall be followed in selling sponsorships:
 - a. All solicitations will occur in accordance with City Ordinance Section 130.070, Subsection (C)(4);

CREVE COEUR PARKS & RECREATION

SPONSOR PROGRAM GUIDELINES

- b. The cost of each Sponsorship Package will be based on the value of the exposure and the amount of benefits that are received by the potential sponsor for each sponsorship (see proposed sponsorship packages);
- c. All details involved with a Sponsorship Package will be approved by the Director and others as outlined herein;
- d. The City reserves the right to revise Sponsorship rates. However, this will not affect existing signed and written Sponsorship agreements. All Sponsorship placed without a signed agreement is subject to rates that apply at the time of publication.
- e. All billing for the sponsorship fees will be processed through CCPR.

E. **Sponsorship Program and Administration.**

- a. **Administration.** CCPR Director shall be responsible for the daily administration of CCPR sponsorship program, in a manner consistent with these guidelines.
- b. **Procedure.** The Director shall review each potential sponsor to determine whether the Sponsor falls within the adopted standards and guidelines. Depending upon the annual value of the sponsorship, the following steps shall then commence:
 - i. Single Sponsor seeking to enter into agreement for sponsorship(s) with an individual or accumulative annual value of not more than \$999 shall commence as follows in accordance with City Ordinance Section 130.070, Subsection (C)(1):
 - 1. The Director shall make recommendation to the City Administrator for approval based on compatibility with the adopted restrictions, standards and guidelines set forth in this policy.
 - 2. The City Administrator will review the sponsorship proposal to confirm/determine whether the Sponsor meets the adopted restrictions, standards and guidelines set forth in this policy.
 - 3. Ultimately, both the Director and the City Administrator shall each render a final decision to deny or approve the sponsor providing a brief statement of finding(s) in support of decision rendered. The Sponsorship shall not commence in the event that either the Director or the City Administrator deny the sponsorship.
 - ii. Single Sponsor seeking to enter into agreement for sponsorship(s) with an individual or accumulative annual value of \$1,000 or greater shall commence as outlined in above Section E (2) and are subject to approval of the City Council as outlined in Section F **Approval, City Council** as follows in accordance with City Ordinance Section 130.070, Subsection (C)(2):

CREVE COEUR PARKS & RECREATION

SPONSOR PROGRAM GUIDELINES

- F. **Approval, City Council.** Upon joint review and compatibility approval of both the Director and the City Administrator, the Director shall prepare and present said findings in the form of a recommendation to the City Council for consideration. Specifically, the Director shall seek authorization/approval by resolution of the City Council to enter into said sponsorship agreement on behalf of the City. Upon the approval of the City Council, the Director shall commence with entering into a formal agreement with the sponsor, consistent with the Sponsorship Program, Creve Coeur City Ordinances as specified, on behalf of City of Creve Coeur.



Creve Coeur Parks & Recreation SPONSOR AGREEMENT

Contact Person

Title

Sponsor Name (as you would like it displayed)

Address

City

State

ZIP

Phone #

Email

Website Address

Facebook Page

Event	Sponsor Level

The advertiser represents that they are fully authorized & licensed to use:

- The names, portraits and/or pictures of persons;
- Any copyrighted or trademarked materials;
- Any testimonials contained in any advertisement submitted by or on behalf of the advertiser and published in any City publications and that such advertisement is neither libelous or defamatory, an invasion of privacy or otherwise unlawful to any third party.

Hold Harmless. The advertiser agrees to indemnify and hold harmless the City, its Parks and Recreation Department, its Council Members & employees from and against all claims, losses,

liability, damage and/or expenses arising from sponsorship agreements and advertising except to the extent arising from the City's break of contract or negligence.

This Agreement is subject to the terms and conditions of the Creve Coeur Parks Sponsor Program, receipt of which is hereby acknowledged. This Agreement is not valid unless signed by both the Sponsor and the City. This Agreement shall be void unless funds are received by the due date indicated below. Sponsor solely responsible for delivery of all materials in a timely manner.

Name	Title
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Signature	Date
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Approved for the City of Creve Coeur subject to receipt of applicable funds by
_____ (insert due date).

Name	Title
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Signature	Date
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