



**REGULAR MEETING
AGENDA
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
NOVEMBER 24, 2014
7:00 PM**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

COMMENTS FROM THE GENERAL PUBLIC

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

**PUBLIC HEARING - ANNEXATION FOR PROPERTIES KNOWN AS 910 AND 912
WOODSHIRE LANE BOUNDARY ADJUSTMENT**

ACCEPTANCE OF THE AGENDA

ANNOUNCEMENTS

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

CONSENT AGENDA

A. Council Minutes Dated 11 10 14

**B. Resolution No. 1138 - a Resolution Approving the Fiscal Year 2015
Contribution to the Employee Pension Fund in the Amount of \$910,670.**

Summary: Annual contribution to the Employee Pension Fund for FY15.

**C. Resolution No. 1139 - a Resolution of the City Council of the City of Creve
Coeur, Missouri Authorizing the Execution of an Agreement with Davey
Resource Group to Provide a Tree Inventory Update Service Mostly in Wards
3 & 4 for an Amount of \$28,350.00.**

Summary: The approval of this resolution will allow staff to enter into an agreement with Davey Resource Group to begin the second phase of Tree Inventory Update. The report will identify species, size, health and location of city owned trees as well as help draft a tree maintenance program.



**AGENDA
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- D. Resolution No. 1140 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Execution of a Contract with John Kalicak Construction, Inc. for the Dielmann Complex Accessibility Improvements – Interior Project for the Contract Sum of \$22,000.00 in Conjunction with a Community Development Block Grant.**

Summary: City staff recommends hiring John Kalicak Construction, Inc. to complete accessibility improvements to ice arena doors and restrooms at the Dielmann Recreation Complex. This project would be fully funded through the Community Development Block Grant program.

- E. Resolution No. 1141 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Execution of a Contract with Ford Asphalt Company, Inc. for the Dielmann Complex Accessibility Improvements – Exterior Project for the Contract Sum of \$30,000.00 in Conjunction with a Community Development Block Grant.**

Summary: City staff recommends hiring Ford Asphalt Company, Inc. to complete accessibility improvements to the parking lots and adjacent sidewalks at the Dielmann Recreation Complex. This project would be fully funded through the Community Development Block Grant program.

BILLS PAYABLE REPORT

For Information Only

A Report of Bills Payable Dated November 24, 2014 in the Amount of \$155,232.06 Has Been Provided for Council Review. No Vote is Required.

Summary: A report of bills payable dated November 24, 2014 in the amount of \$155,232.06 has been provided for Council review. No vote is required.

UNFINISHED BUSINESS

- 6. Bill No. 5523 - an Ordinance Approving a New Site Concept Plan for the Barnes Jewish West County Hospital Campus and Approving a Conditional Use Permit and Site Development Plan for a Hospice Facility on the Property Addressed as 970 North Mason Road. Final Reading and Passage**

Summary: Section 405.310 (D) of the Municipal Code states that any site concept plans and development and/or redevelopment plans for properties within “PH” Planned Hospital district require Planning and Zoning Commission and City Council review and approval. An application was made by Douglas Black, President of Barnes West County Hospital, for a new Site Concept Plan for the Barnes Jewish West County Hospital campus, which includes a new hospice care facility, as provided by Section 405.1080.D., Site Concept Plans; of the Zoning Ordinance. Chapter 405, Table A, of the Creve Coeur Code of Ordinances, skilled nursing facilities, including hospice care (NAICS 623110), in the “PH” Planned Hospital zoning district, require the issuance of a conditional use permit as provided in Section 405.1070, Conditional Use Permits. The Planning and Zoning Commission has recommended approval.



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7. Bill No. 5524 - an Ordinance Revising Chapter 235 of the Code of Ordinances Regarding Garbage, Trash and Refuse. Final Reading and Passage

Summary: Revisions to the trash ordinance are suggested based on the city's proposed trash and recycling contract with Republic Waste, effective July 1, 2015. A resolution approving a contract with Republic Waste will be included on the November 24 agenda for consideration.

8. Bill No. 5526 - an Ordinance Amending Provisions of the Municipal Code in Chapter 135 Municipal Court, Section 135.240 Court Costs, Subsection (A)(4) Pertaining to Domestic Violence Shelters, to Change the Amount of Court Costs on Ordinance Violations. Final Reading and Passage

Summary: Amendment to change the municipal court fees collected from \$2.00 to \$3.00 for the purpose of providing operating revenues for domestic violence shelters. Recent state legislation raised the amount which courts can collect from \$2.00 per case to \$4.00 per case.

NEW BUSINESS

9. Bill No. 5527 - an Ordinance Approving the Annexation of the Western Portion of the Properties Known and Numbered as 910 and 912 Woodshire Lane into the City of Creve Coeur. First Reading

Summary: Melvin and Julie McCollum own 912 Woodshire Lane, and Andrew and Jacqueline Voss, own 910 Woodshire Lane, and the western portion of each property is located in the City of Creve Coeur, and the eastern portion of each property is in unincorporated St. Louis County. The property owners have submitted a request for annexation of the aforesaid eastern portion of their properties into the City of Creve Coeur.

10. Bill No. 5528 - an Ordinance Amending Article XIII, Sections 210.610 to 210.670, of the Code of Ordinances of the City of Creve Coeur Regarding Tobacco Products, Alternative Nicotine Products, Vapor Products and Rolling Papers. First Reading

Summary: The Bill updates the City Code for changes in state law regarding regulation of sales of smoking products to minors.

11. Bill No. 5529 - an Ordinance Authorizing the Exchange of Land in Malcolm Terrace Park. First Reading

Summary: The approval of this land transaction will allow the city to secure ownership of additional properties within the Malcolm Terrace Park Boundary.



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12. Resolution No. 1142 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing Adoption and Execution of a Five-Year Agreement with Allied Services, LLC DBA Republic Services of Bridgeton to Provide Trash, Recycle, and Yard Waste Collection Services for Single Family Residential Properties and Condominiums in the City of Creve Coeur Effective July 1, 2015.

Summary: A resolution approving a contract with Republic Waste.

13. Resolution No. 1143 - Approval of Distribution of Domestic Violence Funds for the Year 2015.

Summary: The resolution would approve distribution of Municipal Court fees assessed by the City on ordinance violations for the purpose of providing operating expenses for shelters for domestic violence victims.

APPOINTMENTS

14. 2014 Citizen of the Year

BUSINESS FROM MAYOR AND CITY COUNCIL

15. Council Liaison Reports

16. National League City Update

Summary: Discussion item requested by Council Member D'Alfonso

BUSINESS FROM CITY ADMINISTRATOR

17. Staff Report - Dam Project Update

Summary: City staff has provided a report summarizing several recent discussions regarding the planned repairs to the dam at the Creve Coeur Golf Course.

18. Second Council Meeting in December

Summary: Discussion regarding possible cancellation of the Monday, December 22, 2014 Council meeting.

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 11/20/2014
Deborah Ryan, City Clerk



City Council
300 North New Ballas Rd
Creve-Coeur, MO 63141

Debbie Ryan
City Clerk
(314) 872-2517
www.creve-coeur.org/

Meeting: 11/24/14 07:00 PM
DOC ID: 1158

COUNCIL MINUTES (ID # 1158)

Council Minutes Dated 11 10 14



**MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
NOVEMBER 10, 2014
7:00 PM**

CALL TO ORDER

A regular meeting of the City Council of the City of Creve Coeur was called to order by Mayor Glantz at the Creve Coeur Government Center, 300 N. New Ballas Road on Monday, November 10, 2014 at 7:00 p.m.

PLEDGE OF ALLEGIANCE

Mayor Glantz led the Pledge of Allegiance.

INVOCATION

Mayor Glantz gave the invocation acknowledging Veterans' Day.

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
Mr. Kent	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)

No one requested to speak.

ACCEPTANCE OF THE AGENDA

Council Member Hoffman moved, seconded by Council Member Saunders to accept the agenda as presented.

Mark Perkins requested Item 7, Bill No. 5525 be withdrawn from the agenda as that agreement is no longer necessary with MoDOT and requested to add Item 11, TDD Update under Business from City Administrator.

Mayor Glantz called the question to accept the agenda as amended, with the vote upon such motion

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

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

Attachment: 11 10 14 minutes (1158 : Council Minutes Dated 11 10 14)



**MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
NOVEMBER 10, 2014
7:00 PM**

ANNOUNCEMENTS

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

Future Public Hearing - Monday, November 24, 2014 - 7:00 P.M. - Annexation of Property Known as 910 and 912 Woodshire Lane

CONSENT AGENDA

Council Member Hoffman moved, seconded by Council Member Wang to approve the Consent Agenda as presented.

- 1. Council Minutes Dated October 27, 2014**
- 2. Resolution No. 1137 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the City to Conduct an Energy and Carbon Pollution Inventory and Develop an Energy Consumption and Carbon Pollution Reduction Plan.**

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

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

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

BILLS PAYABLE REPORT

For Information Only

A Report of Bills Payable Dated November 3, 2014 in the Amount of \$306,419.49 Has Been Provided for Council Review. No Vote is Required.

Summary: A report of bills payable dated November 3, 2014 in the amount of \$306,419.49 has been provided for Council review. No vote is required.

Attachment: 11 10 14 minutes (1158 : Council Minutes Dated 11 10 14)



**MINUTES
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UNFINISHED BUSINESS

3. Bill No. 5514 - 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. Final Reading and Passage

City Clerk read Bill No. 5514 for the final time.

Council Member Hoffman moved, seconded by Council Member Kramer to approve Bill No. 5514.

Council Member Saunders moved, seconded by Council Member Hoffman to substitute Bill No. 5514 with amendments that were made at the October 27, 2014 meeting, with the upon such motion:

Council Member Saunders – Aye
Council Member Ken t- Aye
Council Member Wang – Aye
Council Member Kreuter – Aye
Council Member Kramer – Aye
Council Member Lawrence – Aye
Council Member Hoffman – Aye
Council Member D’Alfonso – Aye

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

Paul Langdon made a presentation regarding this application.

Council Member Lawrence stated some background information on where this legislation came from, Council asked staff and Planning and Zoning Commission to develop an ordinance which allows reasonable development with appropriate limitations, rather than spot zoning or the current ordinance which is unrestricted except as to acreage.

David Caldwell resident of 257 Brooktrail Court read and presented a statement for the record. (Exhibit A)

Linda Rezney resident of 104 Graeser Acres read and presented a statement for the record. (Exhibit B)

Debbie Granick resident of 11060 Graeser Lane stated allowing additional drive thrus will not promote a family friendly environment or encourage pedestrian traffic.

David Hutkin stated retail and commercial development provides revenue which allows the city to provide services iwhich the residents expect and enjoy. Forcing 150’ set backs on commercial properties produces a negative defacto prohibition.

Council Member Kramer stated she ran on a platform of pro business because there are some amazing businesses here, but we also have some amazing residents. Council Member Kramer

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stated she is from Ward 1 and that area will probably be the most affected. There are already plenty of choices along Page Ave for fast food and as a Council they have already approved plenty of choices by approving food trucks, Fresh Market, outdoor seating and doing everything possible to make sure the daytime population is fed during their lunch hours. People live here and make choices to stay here and dine. We are at a crossroads about what the personality of this community will be and there needs to be a balance of commercial and residential.

Council Member Kreuter stated Ward 1 is going to be the highest impacted by this change and hopes the east end of Olive keeps the current feel and not become a Manchester Road. Council Member Kreuter suggested making a seating requirement of at least 60 indoor seating for any establishment that comes in with a drive thru.

Council Member D'Alfonso stated she wants to make sure there isn't just drive thrus all along Olive Blvd.

Council Member Lawrence asked if outdoor seating can be addressed during the CUP process.

Paul Langdon stated correct.

Council Member Hoffman moved, seconded by Council Member Saunders to require a minimum of 55 indoor seating with a 2,500 sq ft building

Carl Lumley asked for clarification on which part of the ordinance that would need to be placed.

Council Member Lawrence stated D5 in the single building, commercial stand alone.

Council Member Saunders stated for clarification D5 which is the section that discusses drive thru and non residential abutting areas.

Council Member Kreuter stated C3 and C5 also should get amended for the abutting residential requirement.

Carl Lumley stated just as a reminder, when it is abutting residential it has to be in a multi-tenant building with 200 feet frontage and no option of a free standing building. That is why staff had two different standards.

Council Member Saunders stated he felt Council Members from Ward 1 were trying to protect the properties in Ward 1 and East Olive which are going to be the properties that fit into the ordinance regarding resident adjacent.

Mark Perkins stated he would like to remind Council in staff's memo there are only about 1,600 sq ft of eating area in the current Starbucks in Creve Coeur. The building is 2,500 sq ft but they have training rooms and displays. The current Starbucks that are being built are in the 1,800 to 2,200 sq ft range.

Mr. Langdon commented further on sizes of different chain restaurants and potential locations.

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Debbie Granick stated if the city allows more drive thrus then they know what kind of establishment they are going to get. Establishments with drive thrus add nothing to the community.

Debbie Weins resident of 10959 Janeridge stated she is concerned about pedestrian safety and requested Council to keep fast food out of Creve Coeur as they do not add value to the community.

Council Member D'Alfonso indicated if 2400 square feet makes more sense for in-line development, that would be okay.

Council Member Hoffman and Saunders withdrew their motion to require minimum of 55 indoor seating with 2,500 sq ft.

Council Member Hoffman moved, seconded by Council Member D'Alfonso to have a minimum of 2,400 sq ft in subsection C adjacent to residential with a minimum of 55 indoor seats and 2,500 sq ft in subsection D not adjacent to residential with a minimum of 55 indoor seats for free standing buildings.

Council Member Lawrence stated if people are getting nervous about the stand-alone drive thrus, should we go back to three acre requirement for them.

Council Member Kreuter stated he would be agreeable to that, and also limit to just in the commercial district.

Mayor Glantz called the question to amend substitute Bill No. 5514 to require a minimum of 2,400 sq ft for C adjacent to residential with a minimum of 55 indoor seats and 2,500 sq ft for D not adjacent to residential with a minimum of 55 indoor seats for free standing buildings, with the vote upon such motion:

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

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

Council Member Kent moved, seconded by Council Member Hoffman to replace Section 405.470, paragraphs c(5) and d(8) to read; "The designated stacking lane shall be no less than one hundred and ninety (190) feet long (approximately ten (10) cars of average length), excluding the space being served by the window, which space shall be no less than nine (9) feet wide by nineteen (19) feet long. The lane shall, at a minimum, provide for vehicular escape prior to the point of the facility order board, which escape route can be shared with the general parking lot circulation."

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Carl Lumley stated in response to a question from Mr. Kreuter this is requiring a minimum, so in the CUP Council could say it needs to be more.

Mr. Langdon confirmed safety can be analyzed.

Mayor Glantz called the question to approve the suggested replacement language for Section 405.470, paragraphs c(5) and d(8), with the vote upon such motion:

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

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

Council Member Lawrence moved, seconded by Council Member Kreuter to increase the acreage in commercial areas to three acres.

Mr. Langdon commented in support of the motion and discussed issues regarding pedestrian access and circulation. Mr. Perkins commented on the impact of curb cut limitations.

Mayor Glantz called the question, with the vote upon such motion as follows:

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

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

Council member Saunders moved to replace Section 405.470, paragraph d(1) with the proposed language stating, "Drive-thru facilities shall be limited to one restaurant with no more than two service windows, two order facilities and two designated stacking lanes in a coordinated development located on one or more lots totaling three or more acres, with shared access and two or more buildings, one of which shall have a continuous structure frontage of at least two hundred feet (200'). Such frontage may include one passage way or arcade (not open on the sides). All buildings shall be designed with similar use of materials and design elements such that the buildings are aesthetically complimentary to each other.", Council member Kent seconded. Mayor Glantz called the question, with the vote upon such motion as follows:

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

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

Mayor then called the question to approve the substitute Bill No. 5514 as amended, with the vote upon such motion as follows:

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

The vote on the motion being 8 ayes and 0 nays, motion carried. Mayor Glantz thanked everyone involved for the lengthy and constructive consideration of this matter, including staff for their efforts.

Amended Substitute Bill No. 5514 becomes Ordinance No. 5400.

- 4. Bill No. 5522 - an Ordinance for the Holding of a General Election in the City of Creve Coeur, Missouri, on the 7Th Day of April, 2015, for the Election of One Mayor from the City at Large for a Full Three-Year Term, One Council Member from the First Ward for a Full Two-Year Term, One Council Member from the Second Ward for a Full Two-Year Term, One Council Member from the Third Ward for a Full Two-Year Term, and One Council Member from the Fourth Ward for a Full Two-Year Term, for the Conduct of Said Election by the Board of Election Commissioners of St. Louis County, Missouri, and for Other Matters Relating and Pertaining to Such Election. Final Reading and Passage**

City Clerk read Bill No. 5522 for the final time.

* - Council Member Hoffman left the Council Chambers at 8:20 p.m.

Council Member Saunders moved, seconded by Council Member Lawrence to approve Bill No. 5522, with the vote upon such motion, as follows:

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

The vote on the motion being 7 ayes, 1 absent and 0 nays, motion carried. Bill No. 5522 becomes Ordinance No. 5401.

* - Council Member Hoffman returned to the Council Chambers 8:25 p.m.

NEW BUSINESS

5. Bill No. 5523 - an Ordinance Approving a New Site Concept Plan for the Barnes Jewish West County Hospital Campus and Approving a Conditional Use Permit and Site Development Plan for a Hospice Facility on the Property Addressed as 970 North Mason Road. First Reading

City Clerk read Bill No. 5523 for the first time.

Council Member Saunders stated for full disclosure, he sees patients at Washington University but does not receive financial gain from the facility.

Council Member Hoffman stated he also sees patients at Barnes Jewish facilities but does not receive financial gain from the facility.

Doug Black, President of BJC West and George Stock, Engineer for the project both made a presentation regarding this application.

Paul Langdon made a brief presentation regarding this application.

6. Bill No. 5524 - an Ordinance Revising Chapter 235 of the Code of Ordinances Regarding Garbage, Trash and Refuse. First Reading

City Clerk read Bill No. 5524 for the first time.

Mark Perkins stated the ordinance results from the Council's consensus reached recently to move forward with a new contract for trash and recycling effective July 1, 2015. The ordinance revisions essentially allow the ordinances to be consistent with that contract and the services that we are anticipating within that contract and sets up the fees for the services for residents. It also provides the exemption related to residents who are physically unable to make use of curb side pickup of trash and recycling and providing the fact that verification is required.

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Council Member D'Alfonso requested that the education program on the new services include explanation that bulk items are unlimited and free and that should be relayed to the residents.

- 7. Bill No. 5525 - an Ordinance of the City Council of the City of Creve Coeur, Missouri Authorizing the Execution of a Maintenance Agreement with the Missouri Highways and Transportation Commission for Streetscape Improvements on Olive Boulevard (State 340) Associated with the Olive Boulevard Transportation Development District. First Reading**

Item was withdrawn as it is no longer needed by the city.

- 8. Bill No. 5526 - an Ordinance Amending Provisions of the Municipal Code in Chapter 135 Municipal Court, Section 135.240 Court Costs, Subsection (A)(4) Pertaining to Domestic Violence Shelters, to Change the Amount of Court Costs on Ordinance Violations. First Reading**

City Clerk read Bill No. 5526 for the first time.

BUSINESS FROM MAYOR AND CITY COUNCIL

9. Council Liaison Reports

Council Member Hoffman stated on December 9, 2014 there will be the quarterly PD recognition in the lobby and immediately following the Police and Safety Committee meeting will take place in the Council Chambers.

Council Member Kent stated on November 12 at 5:30 p.m. the Storm Water Committee will review the I&L options that have been developed under the consulting contract that Council authorized with regard to temporary repairs to the dam project.

10. City Hall Charging Station for Electric Cars

Council Member Wang stated Creve Coeur won the renewable energy award last year and he wanted to see what the Council thought about having charging stations. There are different types of stations and thought local businesses could add to their location.

Council Member Hoffman asked how would pay for the electricity because the people that own electric cars don't pay gasoline taxes and they are using the roadways.

Council Member Wang stated that is something to consider. Some stations are solar powered and some have pay as you use stations. This would be something for the new Energy and Environment Committee to look at.

Council Member Kramer stated this is a great idea for the community and we could really take a leadership role in this area.

Council Member D'Alfonso stated this is something that the EDC could get involved with also and begin reaching out to the business community.



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BUSINESS FROM CITY ADMINISTRATOR

11. TDD Update

Matt Wohlberg stated MoDOT has offered to include construction of a decorative median at TDD cost in their Olive resurfacing project that will begin summer of 2015. This presents an opportunity for the TDD to meet its goals and they are pursuing.

Council Member Hoffman moved, seconded by Council Member Kramer to adjourn at 9:10 p.m., with the vote upon such motion begin as follows to-wit:

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

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

Submitted by:

Deborah Ryan
City Clerk

Barry Glantz
Mayor

Attachment: 11 10 14 minutes (1158 : Council Minutes Dated 11 10 14)



City Council
300 North New Ballas Rd
Creve-Coeur, MO 63141

SCHEDULED

Meeting: 11/24/14 07:00 PM
Department: Finance Department
Category: Report
Prepared By: Tracy Brothers
Department Head: Dan Smith

B

RESOLUTION

**Resolution No. 1138 - a Resolution Approving the Fiscal Year
2015 Contribution to the Employee Pension Fund in the
Amount of \$910,670.**

Annual contribution to the Employee Pension Fund for FY15.

Resolution

Meeting of November 24, 2014

RESOLUTION NO. 1138**A RESOLUTION APPROVING THE FISCAL YEAR 2015 CONTRIBUTION
TO THE EMPLOYEE PENSION FUND IN THE AMOUNT OF \$910,670**

WHEREAS, THE CITY OF CREVE COEUR PROVIDES A DEFINED BENEFIT (DB) PENSION PLAN FOR ITS EMPLOYEES, AND

WHEREAS, THE PENSION PLAN IS FUNDED THROUGH ANNUAL CONTRIBUTIONS BY THE CITY, AND

WHEREAS, THE ANNUAL ACTUARIAL STUDY HAS RECOMMENDED A CONTRIBUTION OF \$910,670 AS OF JULY 1, 2014, AND

WHEREAS, THE CONTRIBUTION WILL BE MADE IN EQUAL INSTALLMENTS ON A QUARTERLY BASIS, AND

WHEREAS, STAFF IS RECOMMENDING A CONTRIBUTION OF \$910,670 ON A QUARTERLY BASIS TO PROVIDE FOR THE ANNUAL CONTRIBUTION PLUS 7.5% INTEREST ON THE QUARTERLY CONTRIBUTION AMOUNTS, AND

WHEREAS, IT IS IMPORTANT TO MAINTAIN THE ANNUAL REQUIRED FUNDING FOR THE PLAN, AND

WHEREAS, THE ANNUAL CONTRIBUTION WAS INCLUDED IN THE FISCAL YEAR 2015 BUDGET, AND

WHEREAS, AN ADDITIONAL GENERAL FUND TRANSFER OF \$300,000 WILL BE MADE AS PROVIDED IN THE BUDGET,

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

SECTION 1. THE DIRECTOR OF FINANCE IS HEREBY DIRECTED TO MAKE A CONTRIBUTION IN THE AMOUNT OF \$910,670 IN EQUAL QUARTERLY PAYMENTS PLUS INTEREST BASED UPON AN ANNUAL RATE OF 7.5% ON THE REMAINING AMOUNT TO BE CONTRIBUTED AT THE TIME OF EACH QUARTERLY CONTRIBUTION TO THE CITY EMPLOYEE DEFINED BENEFIT (DB) PLAN AS APPROPRIATED IN THE FISCAL YEAR 2015 BUDGET.

ADOPTED THIS 10TH DAY OF NOVEMBER 2014.

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK



MEMORANDUM

DATE: November 19, 2014

TO: Mark Perkins, City Administrator

FROM: Daniel Smith, Director of Finance

SUBJECT: Annual Pension Contribution

The City Council met on November 10th to discuss the annual actuarial report. In that report the actuary has recommended an annual contribution for FY 2015 of \$910,670.

The city normally makes quarterly payments. As a result since the actuarial computation is based upon an amount computed at July 1, 2014 additional interest at the plan assumed rate of 7.5% is required. Even with the additional interest the annual contribution to will be less than the budgeted amount of \$1,065,000.

In addition, the city has budgeted an additional \$300,000 transfer from the General Fund to the Pension Fund for FY 2015. That specific transfer does not require legislation since it was approved for a specific amount in the FY 2015 budget.

I would be pleased to respond to any questions.



City Council
300 North New Ballas Rd
Creve-Coeur, MO 63141

Meeting: 11/24/14 07:00 PM
Department: Public Works Department
Category: Agreement
Prepared By: Jim Heines
Department Head: Jim Heines

SCHEDULED

RESOLUTION

Resolution No. 1139 - a Resolution of the City Council of the City of Creve Coeur, Missouri Authorizing the Execution of an Agreement with Davey Resource Group to Provide a Tree Inventory Update Service Mostly in Wards 3 & 4 for an Amount of \$28,350.00.

The approval of this resolution will allow staff to enter into an agreement with Davey Resource Group to begin the second phase of Tree Inventory Update. The report will identify species, size, health and location of city owned trees as well as help draft a tree maintenance program.

Resolution

Meeting of November 24, 2014

RESOLUTION NO. 1139

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH DAVEY RESOURCE GROUP TO PROVIDE A TREE INVENTORY UPDATE SERVICE MOSTLY IN WARDS 3 & 4 FOR AN AMOUNT OF \$28,350.00.

WHEREAS, the City of Creve Coeur is a Tree City USA which makes it eligible to receive a \$25,000 Trim II Grant reimbursement for this service; and

WHEREAS, this project is a continuation of a previous tree inventory project paid for by a Trim II Grant awarded in 2013; and

WHEREAS, the tree inventory update will provide valuable information to city staff regarding tree variety and health, and assist with designing a citywide tree management program; and

WHEREAS, these services have been competitively bid as required by the City of Creve Coeur Code of Ordinances;

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

Section 1: The agreement between Davey Resource Group and the City to provide a tree inventory update service pursuant to the attached proposal for total of \$28,350.00 is hereby approved. The agreement as executed shall be consistent with the provisions and intent of this Resolution with such changes as may be necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the agreement.

Adopted this 24th day of November, 2014.

Barry Glantz
Mayor

Attest:

Deborah Ryan, MPCC
City Clerk

Attachment: RESOLUTION No. 1139 (1150 : Resolution No. 1139 - Agreement for Tree Inventory Wards 3 & 4)



DEPARTMENT OF PUBLIC WORKS OFFICE MEMO

DATE: November 17, 2014

TO: Mark. Perkins, City Administrator

FROM: Jim Heines, Director of Public Works

SUBJECT: Tree Inventory Update Service

History

Public Works staff applied for a Trim II Grant this past spring to complete the tree inventory update started over the winter of 2013-2014 and paid for by a 2013 Trim II Grant. The recent tree inventory update evaluated and cataloged approximately 2,000 trees and was based on the original tree inventory completed in December 2004.

The study performed last winter focused on street trees in Wards 1 & 2. The 2014 Trim II Grant will provide up to \$25,000 to continue identifying and evaluating up to 4,000 of the city's trees mostly in Wards 3 & 4. The completion of the tree inventory will not only identify species, size, and health, it will also help the city draft a tree management plan to be implemented over the next few years.

Proposals

Due to the nature of this project, there are only a few companies in the St. Louis area that provide these services. The city contacted the same companies that submitted proposals for the first phase of this tree inventory update project last winter. We received two proposals to complete the study and they are identified below:

<u>Company</u>	<u>Cost</u>
Davey Resource Group	\$28,350
Arbor Pro	\$26,750

Although Arbor Pro is the lowest bidder by \$1,600, staff is recommending to use Davey Resource Group. This recommendation is based on quality and consistency of the reports. Davey Resource Group is the company that performed the first phase of the tree inventory update and the reports as well as the staff completing the evaluations will be the same. In addition, the same staff members performed original tree inventory completed in December 2004 and later merged with Davey Resource Group.

This new inventory update will not only provide the standard tree inventory information, it will also be submitted to the city in GIS format so it can be layered onto the city's GIS system.

Funding

The Trim II Grant opportunity was unexpected at the time the FY 2015 budget was assembled and approved, therefore this project was not included as an anticipated cost or reimbursement. We will be required to make a budget adjustment in the amount of \$28,350 to account 01-31-41-6202 (Street Division, Technical and Professional Services) to pay for the cost of these services. In addition, we should also identify the \$25,000 reimbursement from the Trim II Grant as a revenue source to offset the cost of the project.

The total out of pocket cost to the city for these services is \$3,350. As previously mentioned, this project was unbudgeted in the FY 2015 budget, however we anticipate savings in other areas which will offset the city's out of pocket cost.

The recommendation is to award this \$28,350 contract for providing service to perform a tree inventory update to:

**Davey Resource Group
1101 Larail Dr.
Columbia, MO 65203
TNO: 573-673-7530**



Corporate Headquarters

1500 North Mantua Street

P.O. Box 5193

Kent, OH 44240-5193

330•673•5685

Toll Free 1•800•828•8312

FAX: 330•673•0860

1101 Larail Drive

Columbia, Missouri 65203

573•673•7530

FAX: 330•673•0860

Project Pricing, Creve Coeur, Missouri

Task One: Complete Tree Inventory

GIS-Based Street Tree Inventory

Computerized inventory data collection of up to 4,000 existing trees, for a cost of..... \$19,000

Tree inventory data will be delivered in i-Tree Streets, ESRI® shapefiles, Access™ and Excel™ spreadsheet.

All prices are guaranteed 60 days from date of proposal. Prices are also dependent upon final methodology chosen by the City, availability, completeness and quality of maps and GIS information, and timing of fieldwork.

Task Two: Tree Management Plan

Multi-Year Management Plan

One printed color copy and an electronic version on CD-ROM, including executive summary, inventory data analysis, estimation of some economic and environmental benefits using i-Tree Streets, maintenance recommendations, planting recommendations, EAB strategies, and a five-year budget \$3,100

Task Three: Tree Management Software

Asset Manager \$3,300

Software Training and Support

One comprehensive, on-site training session will be performed on the same date as installation and setup of software. Davey Resource Group will also provide one year of unlimited phone support..... \$2,400

Task Four: Large-Format Wall Map

Large Format Wall Maps

One (1) printed copy and electronic version in PDF format..... \$550



City Council
300 North New Ballas Rd
Creve-Coeur, MO 63141

SCHEDULED

RESOLUTION

Meeting: 11/24/14 07:00 PM
Department: Public Works Department
Category: Contract
Prepared By: Matt Wohlberg
Department Head: Jim Heines

D

Resolution No. 1140 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Execution of a Contract with John Kalicak Construction, Inc. for the Dielmann Complex Accessibility Improvements – Interior Project for the Contract Sum of \$22,000.00 in Conjunction with a Community Development Block Grant.

City staff recommends hiring John Kalicak Construction, Inc. to complete accessibility improvements to ice arena doors and restrooms at the Dielmann Recreation Complex. This project would be fully funded through the Community Development Block Grant program.

RESOLUTION NO. 1140**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE EXECUTION OF A CONTRACT WITH JOHN KALICAK CONSTRUCTION, INC. FOR THE DIELMANN COMPLEX ACCESSIBILITY IMPROVEMENTS - INTERIOR PROJECT FOR THE CONTRACT SUM OF \$22,000.00 IN CONJUNCTION WITH A COMMUNITY DEVELOPMENT BLOCK GRANT.**

WHEREAS, it is necessary and desirable to provide accessible amenities at the City's facilities;

WHEREAS, accessibility improvements to the Dielmann Recreation Complex have been publicly vetted and approved for reimbursement through the Community Development Block Grant (CDBG) program;

WHEREAS, this project has been competitively bid per the requirements outlined in the City of Creve Coeur Code of Ordinances;

WHEREAS, John Kalicak Construction, Inc. has provided the lowest and best bid for the project.

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

Section 1. The Contract between John Kalicak Construction, Inc. and the City, attached hereto as "Exhibit A," with a contract sum of \$ 22,000.00, 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 24th day of November, 2014.

Barry Glantz
Mayor

Resolution

Meeting of November 24, 2014

Attest:

Deborah Ryan, MPCC
City Clerk



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, **John Kalicak Construction, Inc.** with offices at 4487 Hunt Avenue, St. Louis, MO 63110 (hereinafter called the "Contractor"). The project is identified as **Dielmann Complex Accessibility Improvements - Interior** (hereinafter called the "Work" or the "Project").

WITNESSETH:

The Contractor and the City for the consideration set forth herein agree as follows:

ARTICLE I

The Contract Documents

The Contract Documents, which comprise the entire agreement between the City and the Contractor, consist of the following:

- 1) This City-Contractor Agreement
- 2) General Conditions of City-Contractor Agreement
- 3) Community Development Block Grant Activity Contract
- 4) Technical Specifications
- 5) Non-Collusion Affidavit
- 6) Contractor's Affidavit for Public Construction Projects
- 7) Construction Schedule
- 8) Missouri Annual Wage Order
- 9) Federal Wage Determination
- 10) Federal Labor Standards Provisions
- 11) All Addenda to the Bid Documents and all Modifications issued after execution of this Contract

The documents listed above, together with this Agreement, form the Contract and are all as fully a part of the Contract as if attached to this Agreement or repeated herein. Furthermore, all definitions set forth in the General Conditions of City-Contractor Agreement are applicable to this Agreement.

ARTICLE II

Scope of Work

The Contractor, acting as an independent contractor, shall do everything required by the Contract Documents. The Contractor represents and warrants that he has special skills which qualify him to perform the Work in accordance with the Contract and that he is free to perform all such Work and is not a party to any other agreement, written or oral, the performance of which would prevent or interfere with the performance, in whole or in part, of the Work.

ARTICLE III

Time of Completion

- (a) All time limits stated in the Contract Documents are of the essence.
- (b) The Work to be performed under the Contract shall commence within **ten (10) days** of the date of the written Notice to Proceed as issued by the City, and the Work shall be completed **by January 16, 2015**.

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 VI of this Agreement and made prior to the execution of this Agreement. Therefore, the Contract Sum represents a reasonable estimate of the anticipated final contract value at the time of the execution of this Agreement. Both the Contractor and the City acknowledge that the actual work may require different item quantities than those that were included in the Bid 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 shall be twenty-two-thousand dollars and zero cents (\$22,000.00). The Contract unit prices and Contract item quantities are listed in Table 1 on page C-9 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 VI of this Agreement; and
- (3) Final payment shall be made within thirty (30) days after the Work is fully completed and accepted by the City and the Contract fully performed.

ARTICLE V

Performance of the Work

(a) Within five (5) calendar days after being awarded the Contract, the Contractor shall prepare and submit for the City's approval a Construction Schedule for the Work which shall indicate the target dates for starting and completing the various stages of inspection, assessment, and maintenance. The Notice To Proceed shall be issued within ten (10) calendar days of the award, however no work will commence before the Contractor's Construction Schedule is submitted to and approved by the City.

(b) 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 outlined in paragraph (d) below, this may be grounds for termination of the City-Contractor Agreement, as discussed in Article VII.

(c) 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.

(d) Delays beyond the Contractor's control shall include such incidents as strikes, lockouts, fire, and other natural or man-made disasters. Weather shall not constitute a cause for granting an extension of time.

(e) If the Director of Parks and Recreation determines that, as a result of any such cause beyond the Contractor's control, the delay in completion of the Work 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.

ARTICLE VI

Changes in the Work

(a) The City may make changes within the general scope of the contract by altering, adding to, or deducting from the Work, the Contract Sum being adjusted accordingly. All such changes in the Work shall be executed under the conditions of the Contract. No extra work or change shall be made except pursuant to a Change Order from the City in accordance with the General Conditions. Any claim for an increase in the Contract Sum resulting from any such change in the Work shall be made by the Contractor in accordance with the General Conditions.

(b) Any adjustment in the Contract Sum for duly authorized extra work or change in the Work shall be determined based on the Contract unit prices listed in Table 1 on Page C-9 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 VII

Termination of the City-Contractor Agreement

(a) If the Contractor is adjudged a bankrupt; or if the Contractor makes a general assignment for the benefit of creditors; or if a receiver is appointed on account of the Contractor's insolvency; or if the Contractor persistently or repeatedly fails, except in cases for which extension of time is provided, to make progress in accordance with the Construction Schedule; or if the Contractor fails to make prompt payment to Subcontractors or for material or labor, or persistently disregards laws, ordinances or the instructions of the City, or otherwise breaches any provision of the Contract, the City may, without prejudice to any other right or remedy, by giving written notice to the Contractor and his surety, terminate the Contract, take

possession of the Work and of all materials and equipment thereon, and finish the Work by whatever method the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the value of the Work completed to date shall exceed the expenses of finishing the Work, including additional professional, managerial, and administrative expenses, such excess shall be paid to the Contractor. If such expenses shall exceed the unpaid balance of the value of the Work completed to date, the Contractor shall pay the difference to the City promptly upon demand.

In the event of termination pursuant to this paragraph, the Contractor, upon the request of the City, shall promptly:

- (i) assign to the City in the manner and to the extent directed by the City all right, title, and interest of the Contractor under any subcontracts, purchase orders, and construction equipment leases to which the Contractor is a party and which relate to the Work or to construction equipment required therefore, and
 - (ii) make available to the City, to the extent directed by the City, all construction equipment owned by the Contractor and employed in connection with the Work.
- (b) Performance of the Work hereunder may be terminated by the City by giving three (3) days prior written notice to the Contractor if the City, in its sole discretion, decides to discontinue or suspend construction. In the event of such termination, as opposed to termination pursuant to paragraph (a) of this Article VII, the Contract Sum shall be reduced in an equitable manner by agreement between the parties.

ARTICLE VIII

Contractor's Liability Insurance

The Contractor shall purchase and maintain in full force and effect the following insurance coverage with an insurance carrier acceptable to the City:

The policy shall be endorsed to cover the contractual liability of the Contractor under the General Conditions.

The Contractor and his Subcontractors shall procure and maintain during the life of this agreement insurance of the types and minimum amounts as follows:

- (a) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of \$1,000,000.
- (b) Comprehensive General Liability and Bodily Injury

Including Death:	\$1,000,000 each person
	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence

	\$1,000,000 aggregate
(c) Comprehensive Automobile Liability, Bodily Injury	
Including Death:	\$1,000,000 each person
	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each accident
(d) Owner's Protective Bodily Injury	
Including Death:	\$1,000,000 each person
	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence
	\$1,000,000 aggregate

The Owner's Protective policy shall name the City as the Insured. Certificates evidencing such insurance shall be furnished the City prior to Contractor commencing the work on this project. The certificates must state **"The City of Creve Coeur is an additional primary insured."** The certificate must provide for thirty (30) days advance notice to the City as certificate holder of any change or cancellation, and any necessary policy endorsements must be provided.

ARTICLE IX

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 X

Conflicts of Interest

The parties agree to abide by all applicable federal, state, and local laws, ordinances, and regulations relating to conflicts of interest.

ARTICLE XI

The Work

The Contractor shall furnish all labor, materials, and equipment necessary to complete all services included in the Work. The scope of work includes the installation, modification, and repair of accessible pushbutton mechanisms for several exterior doors and various modifications to two (2) restrooms at the Dielmann Recreation Complex in the City of Creve Coeur. This work is more specifically described in the Project Specifications.

All work shall be completed to the satisfaction of the Director of Public Works for the City of Creve Coeur, and all work shall comply with the applicable provisions of the International Code Council Accessible and Usable Buildings and Facilities (ICC A117.1-2009).

TABLE 1
Summary of Contract Quantities, Contract Unit Prices, and Contract Sum

Item		Unit	Contract Quantity	Contract Unit Price	Item Subtotal
ITEM #1	ACCESSIBLE DOOR OPENER SYSTEM FOR ICE ARENA DOORS	LS	1	\$ 3,100.00	\$ 3,100.00
ITEM #2	ICE ARENA RESTROOM MODIFICATIONS	LS	1	\$ 18,900.00	\$ 18,900.00

CONTRACT SUM: \$	22,000.00
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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: _____
City Clerk

Date: _____

JOHN KALICAK CONSTRUCTION, INC.

By _____
Signature

Printed Name

(SEAL)

Title

Attest: _____

Date: _____



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: November 17, 2014

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works

FROM: Matt Wohlberg, P.E., City Engineer

SUBJECT: Recommendation for Funding Reallocation and Award
Dielmann Complex Accessibility Improvements
Community Development Block Grant

City staff recommends that the City enter into two construction contracts for accessibility improvements to the Dielmann Recreational Complex. Both contracts have been developed in accordance with the Community Development Block Grant (CDBG) program. All project costs will be reimbursed with CDBG funding.

Interior Improvements

Two separate projects were developed for accessibility improvements to the Dielmann Recreational Complex: the Interior Project and the Exterior Project. The work was divided into these two projects due to the different nature of these improvements.

Scope of Work. The Interior Project involves the replacement of the countertops and sinks in the restrooms adjacent to the ice arena in order to bring them into compliance with the building code. The new counters and sinks will be set to the correct height and will be made of a highly durable material that will withstand the demands put on them. The new faucets will be motion-activated. These new counters and faucets will provide a significant improvement to the use and aesthetic appeal of these restrooms.

The Interior Project also involves the addition of pushbutton-activated door openers for the entrance to the building adjacent to the ice arena. The Dielmann Complex does not have a fully functional door opener for any of its exterior doors, increasing the urgency for this improvement.

Bidding. Invitations for bids were sent to some 25 contractors who showed interest in the Dielmann Complex renovation bid earlier this year, and the Invitation for Bids was posted on the City's website and the online planroom of Drexel Technologies. A total of three bids were received, as follows:

Bidder	Total Bid
John Kalicak Construction, Inc.....	\$ 22,000.00
J. W. Fuller Construction.....	\$ 23,900.00
Brady Construction, Inc.....	\$ 27,217.00

Recommendation. The references provided by John Kalicak Construction list several projects for Parkway School District and area municipalities including the City of Clayton and the City of Shrewsbury, all of which were much greater in value than the Interior Project at the Dielmann

Complex. Representatives from the City of Shrewsbury and Parkway School District each stated that John Kalicak Construction provided quality workmanship. The representative from Parkway School District went on to state that John Kalicak Construction met the District's deadlines and that the District would be glad to hire them again if they were the lowest responsible bidder for their work. Based upon these references, staff is compelled to believe that John Kalicak Construction would perform well for the Interior Project.

Exterior Improvements

Scope of Work. The Exterior Project involves updating the accessible parking spaces in the parking lots of the Ice Arena and the Golf Course. At the Ice Arena lot, the accessible spaces were moved to be along the building and replaced the normal parking spaces that existed at the time. These accessible spaces are aligned to the curb differently than the adjacent spaces. This difference in alignment, coupled with the fact that the former parking lot stripes are still visible, creates a confusing parking lot in which visitors to the Dielmann Complex inadvertently park in or block the accessible space when they follow the old parking lot striping. The portion of the Exterior Project on the Ice Arena lot will involve the realignment of the accessible parking spaces to match the rest of the lot, new signage, and new concrete curb ramps and sidewalks.

The new accessible parking spaces on the Golf Course lot will be more of an update than the reconfiguration planned for the Ice Arena lot. The improvements proposed for the Golf Course parking lot involve the replacement of a portion of the lot to create an accessible path to the adjacent deck, new striping, and new signage.

Bidding. Invitations for bids were sent to some 25 contractors who showed interest in the Dielmann Complex renovation bid earlier this year and to the contractors who showed interest in the City's 2014 paving contracts. In addition, the Invitation for Bids was posted on the City's website and the online planroom of Drexel Technologies. A total of three bids were received, as follows:

Bidder	Total Bid
Ford Asphalt Company, Inc.....	\$ 30,000.00
Byrne & Jones Construction	\$ 60,350.00
J. W. Fuller Construction	\$ 71,000.00

Recommendation. Ford Asphalt Company (Ford) has successfully completed several paving projects for the City in recent years, and staff is confident in their ability to complete this project.

Grant Funding

The City currently has three years' worth of CDBG funding available: FY2012, FY2013, and FY2014. Each grant year provides \$20,000 in funding, meaning that the City has a total of \$60,000 at its disposal through the CDBG program.

The funding from FY2012 and FY2013 was allocated to accessibility improvements for the Dielmann Complex through City Council Resolution 1109 on May 12, 2014. Staff recommends the use of the funding from FY2014 for the Dielmann Complex Accessibility Improvements to fully fund the two projects.

St. Louis County, the agency that oversees the CDBG program, has approved of this use of the FY2014 funding, so long as the City Council has an opportunity to discuss the projects and to hear comments from the public regarding the proposed funding reallocation toward the projects.

CDBG funding will reimburse 100% of the City's construction expenses for these projects. Unlike other grants that the City has been awarded, there is no funding match required from the City.

Budget Adjustment

The City's FY2015 Capital Improvement Program identifies \$20,000 in account 02-61-71-9501-15102 for ADA Improvements (ADA stands for Americans with Disabilities Act, a general reference to accessibility). This line item would need to be increased to \$52,000 to accommodate the two projects as bid. Staff recommends reallocation of the full FY2014 CDBG funding toward these improvements, for a total budget of \$60,000, in order to accommodate any unforeseen cost overruns with the two projects.

Recommendation

The recommendation has three parts:

1. Funding. Staff recommends increasing the budget of the "ADA Improvements" line item in the Capital Improvements Fund to \$60,000 by allocating the FY2014 CDBG funding to the proposed improvements to the Dielmann Complex. The \$60,000 budget would represent three years of grant funding (FY2012, FY2013, and FY2014).
2. Interior Project. Staff recommends award of the Dielmann Complex Accessibility Improvements – Interior Project to John Kalicak Construction, Inc. for \$22,000.00, due to this company's low bid for the work and positive references.

John Kalicak Construction, Inc.

4487 Hunt Avenue

St. Louis, MO 63110

3. Exterior Project. Staff recommends award of the Dielmann Complex Accessibility Improvements – Exterior Project to Ford Asphalt Company, Inc. for \$30,000.00, due to this company's low bid for the work and their past work for the City.

Ford Asphalt Company, Inc.

13164 Taussig Avenue

Bridgeton, MO 63044

Attachments: Bid Results

DIELMANN COMPLEX ACCESSIBILITY IMPROVEMENTS - INTERIOR
BID SUMMARY

D.b

		JOHN KALICAK CONSTRUCTON INC		JW FULLER CONSTRUCTION		BRADY CONSTRUCTION INC	
Quantity	Item	Amount		Amount		Amount	
		Dollars	Cents	Dollars	Cents	Dollars	Cents
1	Accessible Door Opener System for Ice Arena Doors	\$3,100	00	\$9,500	00	\$8,092	00
1	Ice Arena Restroom Modifications	\$18,900	00	\$14,400	00	\$19,125	00
TOTAL BID:		\$22,000.00		TOTAL BID: \$23,900.00		TOTAL BID \$27,217.00	

DIELMANN COMPLEX ACCESSIBILITY IMPROVEMENTS - EXTERIOR
BID SUMMARY

		JW FULLER CONSTRUCTION		BRYNE & JONES CONSTRUCTION		FORD ASPHALT COMPANY, INC	
Quantity	Item	Amount		Amount		Amount	
		Dollars	Cents	Dollars	Cents	Dollars	Cents
1	Parking Lot Accessibility Upgrades (Ice Arena)	\$39,000	00	\$33,250	00	\$19,125	00
1	Parking Lot Accessibility Upgrades (Golf Course)	\$32,000	00	\$27,100	00	\$10,875	00
TOTAL BID:		\$71,000.00		TOTAL BID: \$60,350.00		TOTAL BID \$30,000.00	

Attachment: Dielmann Complex Accessibility Improvements - Recommendation (1151 : Resolution No.



City Council
300 North New Ballas Rd
Creve-Coeur, MO 63141

Meeting: 11/24/14 07:00 PM
Department: Stormwater Committee
Category: Contract
Prepared By: Matt Wohlberg
Department Head: Jim Heines

SCHEDULED

RESOLUTION

Resolution No. 1141 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Execution of a Contract with Ford Asphalt Company, Inc. for the Dielmann Complex Accessibility Improvements – Exterior Project for the Contract Sum of \$30,000.00 in Conjunction with a Community Development Block Grant.

City staff recommends hiring Ford Asphalt Company, Inc. to complete accessibility improvements to the parking lots and adjacent sidewalks at the Dielmann Recreation Complex. This project would be fully funded through the Community Development Block Grant program.

RESOLUTION NO. 1141

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE EXECUTION OF A CONTRACT WITH FORD ASPHALT COMPANY, INC. FOR THE DIELMANN COMPLEX ACCESSIBILITY IMPROVEMENTS - EXTERIOR PROJECT FOR THE CONTRACT SUM OF \$30,000.00 IN CONJUNCTION WITH A COMMUNITY DEVELOPMENT BLOCK GRANT.

WHEREAS, it is necessary and desirable to provide accessible parking spaces and an accessible route to the entrances of the City's facilities;

WHEREAS, accessibility improvements to the Dielmann Recreation Complex have been publicly vetted and approved for reimbursement through the Community Development Block Grant (CDBG) program;

WHEREAS, this project has been competitively bid per the requirements outlined in the City of Creve Coeur Code of Ordinances;

WHEREAS, Ford Asphalt Company, Inc. has provided the lowest and best bid for the project.

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

Section 1. The Contract between **Ford Asphalt Company, Inc.**, and the City, attached hereto as "Exhibit A," with a **contract sum of \$ 30,000.00**, 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 24th day of November, 2014.

Barry Glantz
Mayor

Resolution

Meeting of November 24, 2014

Attest:

Deborah Ryan, MPCC
City Clerk



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 **Ford Asphalt Company, Inc.**, with offices at 13164 Taussig Avenue, Bridgeton, MO 63044, (hereinafter called the "Contractor"). The project is identified as **Dielmann Complex Accessibility Improvements - Exterior** (hereinafter called the "Work" or the "Project").

WITNESSETH:

The Contractor and the City for the consideration set forth herein agree as follows:

ARTICLE I

The Contract Documents

The Contract Documents, which comprise the entire agreement between the City and the Contractor, consist of the following:

- 1) This City-Contractor Agreement
- 2) General Conditions of City-Contractor Agreement
- 3) Community Development Block Grant Activity Contract
- 4) Technical Specifications
- 5) Non-Collusion Affidavit
- 6) Contractor's Affidavit for Public Construction Projects
- 7) Construction Schedule
- 8) Missouri Annual Wage Order
- 9) Federal Wage Determination
- 10) Federal Labor Standards Provisions
- 11) All Addenda to the Bid Documents and all Modifications issued after execution of this Contract

The documents listed above, together with this Agreement, form the Contract and are all as fully a part of the Contract as if attached to this Agreement or repeated herein. Furthermore, all definitions set forth in the General Conditions of City-Contractor Agreement are applicable to this Agreement.

ARTICLE II

Scope of Work

The Contractor, acting as an independent contractor, shall do everything required by the Contract Documents. The Contractor represents and warrants that he has special skills which qualify him to perform the Work in accordance with the Contract and that he is free to perform all such Work and is not a party to any other agreement, written or oral, the performance of which would prevent or interfere with the performance, in whole or in part, of the Work.

ARTICLE III

Time of Completion

- (a) All time limits stated in the Contract Documents are of the essence.
- (b) The Work to be performed under the Contract shall commence within **ten (10) days** of the date of the written Notice to Proceed as issued by the City, and the Work shall be completed **by December 19, 2014**.

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 VI of this Agreement and made prior to the execution of this Agreement. Therefore, the Contract Sum represents a reasonable estimate of the anticipated final contract value at the time of the execution of this Agreement. Both the Contractor and the City acknowledge that the actual work may require different item quantities than those that were included in the Bid 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 shall be thirty thousand dollars and zero cents (\$30,000.00). The Contract unit prices and Contract item quantities are listed in Table 1 on page C-9 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 VI of this Agreement; and
- (3) Final payment shall be made within thirty (30) days after the Work is fully completed and accepted by the City and the Contract fully performed.

ARTICLE V

Performance of the Work

(a) Within five (5) calendar days after being awarded the Contract, the Contractor shall prepare and submit for the City's approval a Construction Schedule for the Work which shall indicate the target dates for starting and completing the various stages of inspection, assessment, and maintenance. The Notice to Proceed shall be issued within ten (10) calendar days of the award, however no work will commence before the Contractor's Construction Schedule is submitted to and approved by the City.

(b) 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 outlined in paragraph (d) below, this may be grounds for termination of the City-Contractor Agreement, as discussed in Article VII.

(c) 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.

(d) Delays beyond the Contractor's control shall include such incidents as strikes, lockouts, fire, and other natural or man-made disasters. Weather shall not constitute a cause for granting an extension of time.

(e) If the Director of Parks and Recreation determines that, as a result of any such cause beyond the Contractor's control, the delay in completion of the Work 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.

ARTICLE VI

Changes in the Work

(a) The City may make changes within the general scope of the contract by altering, adding to, or deducting from the Work, the Contract Sum being adjusted accordingly. All such changes in the Work shall be executed under the conditions of the Contract. No extra work or change shall be made except pursuant to a Change Order from the City in accordance with the General Conditions. Any claim for an increase in the Contract Sum resulting from any such change in the Work shall be made by the Contractor in accordance with the General Conditions.

(b) Any adjustment in the Contract Sum for duly authorized extra work or change in the Work shall be determined based on the Contract unit prices listed in Table 1 on Page C-9 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 VII

Termination of the City-Contractor Agreement

(a) If the Contractor is adjudged a bankrupt; or if the Contractor makes a general assignment for the benefit of creditors; or if a receiver is appointed on account of the Contractor's insolvency; or if the Contractor persistently or repeatedly fails, except in cases for which extension of time is provided, to make progress in accordance with the Construction Schedule; or if the Contractor fails to make prompt payment to Subcontractors or for material or labor, or persistently disregards laws, ordinances or the instructions of the City, or otherwise breaches any provision of the Contract, the City may, without prejudice to any other right or remedy, by giving written notice to the Contractor and his surety, terminate the Contract, take

possession of the Work and of all materials and equipment thereon, and finish the Work by whatever method the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the value of the Work completed to date shall exceed the expenses of finishing the Work, including additional professional, managerial, and administrative expenses, such excess shall be paid to the Contractor. If such expenses shall exceed the unpaid balance of the value of the Work completed to date, the Contractor shall pay the difference to the City promptly upon demand.

In the event of termination pursuant to this paragraph, the Contractor, upon the request of the City, shall promptly:

- (i) assign to the City in the manner and to the extent directed by the City all right, title, and interest of the Contractor under any subcontracts, purchase orders, and construction equipment leases to which the Contractor is a party and which relate to the Work or to construction equipment required therefore, and
 - (ii) make available to the City, to the extent directed by the City, all construction equipment owned by the Contractor and employed in connection with the Work.
- (b) Performance of the Work hereunder may be terminated by the City by giving three (3) days prior written notice to the Contractor if the City, in its sole discretion, decides to discontinue or suspend construction. In the event of such termination, as opposed to termination pursuant to paragraph (a) of this Article VII, the Contract Sum shall be reduced in an equitable manner by agreement between the parties.

ARTICLE VIII

Contractor's Liability Insurance

The Contractor shall purchase and maintain in full force and effect the following insurance coverage with an insurance carrier acceptable to the City:

The policy shall be endorsed to cover the contractual liability of the Contractor under the General Conditions.

The Contractor and his Subcontractors shall procure and maintain during the life of this agreement insurance of the types and minimum amounts as follows:

- (a) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of \$1,000,000.
- (b) Comprehensive General Liability and Bodily Injury

Including Death:	\$1,000,000 each person
	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence

\$1,000,000 aggregate

(c) Comprehensive Automobile Liability, Bodily Injury

Including Death: \$1,000,000 each person

\$1,000,000 each occurrence

Property Damage: \$1,000,000 each accident

(d) Owner's Protective Bodily Injury

Including Death: \$1,000,000 each person

\$1,000,000 each occurrence

Property Damage: \$1,000,000 each occurrence

\$1,000,000 aggregate

The Owner's Protective policy shall name the City as the Insured. Certificates evidencing such insurance shall be furnished the City prior to Contractor commencing the work on this project. The certificates must state **"The City of Creve Coeur is an additional primary insured."** The certificate must provide for thirty (30) days advance notice to the City as certificate holder of any change or cancellation, and any necessary policy endorsements must be provided.

ARTICLE IX

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 X

Conflicts of Interest

The parties agree to abide by all applicable federal, state, and local laws, ordinances, and regulations relating to conflicts of interest.

ARTICLE XI

The Work

The Contractor shall furnish all labor, materials, and equipment necessary to complete all services included in the Work. The scope of work includes the removal and replacement of portions of the parking lot, sidewalks, signage, and striping to update the accessibility of the front and rear parking lots at the Dielmann Recreation Complex in the City of Creve Coeur. This work is more specifically described in the Project Specifications.

All work shall be completed to the satisfaction of the Director of Public Works for the City of Creve Coeur, and all work shall comply with the applicable provisions of the International Code Council Accessible and Usable Buildings and Facilities (ICC A117.1-2009).

TABLE 1
Summary of Contract Quantities, Contract Unit Prices, and Contract Sum

Item		Unit	Contract Quantity	Contract Unit Price	Item Subtotal
ITEM #1	PARKING LOT ACCESSIBILITY UPGRADES (ICE ARENA)	LS	1	\$ 19,125.00	\$ 19,125.00
ITEM #2	PARKING LOT ACCESSIBILITY UPGRADES (GOLF COURSE)	LS	1	\$ 10,875.00	\$ 10,875.00

CONTRACT SUM: \$	30,000.00
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Attachment: Dielmann Complex Accessibility Improvements - Exterior - Draft Contract (Exhibit A) (1152 : Resolution No. 1141 - Dielmann

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

CITY OF CREVE COEUR

By _____
Mark C. Perkins, City Administrator

(SEAL)

By _____
James H. Heines, Director of Public Works

Attest: _____
City Clerk

Date: _____

FORD ASPHALT COMPANY, INC.

By _____
Signature

Printed Name

(SEAL)

Title

Attest: _____

Date: _____



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: November 17, 2014

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works

FROM: Matt Wohlberg, P.E., City Engineer

SUBJECT: Recommendation for Funding Reallocation and Award
Dielmann Complex Accessibility Improvements
Community Development Block Grant

City staff recommends that the City enter into two construction contracts for accessibility improvements to the Dielmann Recreational Complex. Both contracts have been developed in accordance with the Community Development Block Grant (CDBG) program. All project costs will be reimbursed with CDBG funding.

Interior Improvements

Two separate projects were developed for accessibility improvements to the Dielmann Recreational Complex: the Interior Project and the Exterior Project. The work was divided into these two projects due to the different nature of these improvements.

Scope of Work. The Interior Project involves the replacement of the countertops and sinks in the restrooms adjacent to the ice arena in order to bring them into compliance with the building code. The new counters and sinks will be set to the correct height and will be made of a highly durable material that will withstand the demands put on them. The new faucets will be motion-activated. These new counters and faucets will provide a significant improvement to the use and aesthetic appeal of these restrooms.

The Interior Project also involves the addition of pushbutton-activated door openers for the entrance to the building adjacent to the ice arena. The Dielmann Complex does not have a fully functional door opener for any of its exterior doors, increasing the urgency for this improvement.

Bidding. Invitations for bids were sent to some 25 contractors who showed interest in the Dielmann Complex renovation bid earlier this year, and the Invitation for Bids was posted on the City's website and the online planroom of Drexel Technologies. A total of three bids were received, as follows:

Bidder	Total Bid
John Kalicak Construction, Inc.....	\$ 22,000.00
J. W. Fuller Construction.....	\$ 23,900.00
Brady Construction, Inc.....	\$ 27,217.00

Recommendation. The references provided by John Kalicak Construction list several projects for Parkway School District and area municipalities including the City of Clayton and the City of Shrewsbury, all of which were much greater in value than the Interior Project at the Dielmann

Complex. Representatives from the City of Shrewsbury and Parkway School District each stated that John Kalicak Construction provided quality workmanship. The representative from Parkway School District went on to state that John Kalicak Construction met the District's deadlines and that the District would be glad to hire them again if they were the lowest responsible bidder for their work. Based upon these references, staff is compelled to believe that John Kalicak Construction would perform well for the Interior Project.

Exterior Improvements

Scope of Work. The Exterior Project involves updating the accessible parking spaces in the parking lots of the Ice Arena and the Golf Course. At the Ice Arena lot, the accessible spaces were moved to be along the building and replaced the normal parking spaces that existed at the time. These accessible spaces are aligned to the curb differently than the adjacent spaces. This difference in alignment, coupled with the fact that the former parking lot stripes are still visible, creates a confusing parking lot in which visitors to the Dielmann Complex inadvertently park in or block the accessible space when they follow the old parking lot striping. The portion of the Exterior Project on the Ice Arena lot will involve the realignment of the accessible parking spaces to match the rest of the lot, new signage, and new concrete curb ramps and sidewalks.

The new accessible parking spaces on the Golf Course lot will be more of an update than the reconfiguration planned for the Ice Arena lot. The improvements proposed for the Golf Course parking lot involve the replacement of a portion of the lot to create an accessible path to the adjacent deck, new striping, and new signage.

Bidding. Invitations for bids were sent to some 25 contractors who showed interest in the Dielmann Complex renovation bid earlier this year and to the contractors who showed interest in the City's 2014 paving contracts. In addition, the Invitation for Bids was posted on the City's website and the online planroom of Drexel Technologies. A total of three bids were received, as follows:

Bidder	Total Bid
Ford Asphalt Company, Inc.....	\$ 30,000.00
Byrne & Jones Construction	\$ 60,350.00
J. W. Fuller Construction	\$ 71,000.00

Recommendation. Ford Asphalt Company (Ford) has successfully completed several paving projects for the City in recent years, and staff is confident in their ability to complete this project.

Grant Funding

The City currently has three years' worth of CDBG funding available: FY2012, FY2013, and FY2014. Each grant year provides \$20,000 in funding, meaning that the City has a total of \$60,000 at its disposal through the CDBG program.

The funding from FY2012 and FY2013 was allocated to accessibility improvements for the Dielmann Complex through City Council Resolution 1109 on May 12, 2014. Staff recommends the use of the funding from FY2014 for the Dielmann Complex Accessibility Improvements to fully fund the two projects.

St. Louis County, the agency that oversees the CDBG program, has approved of this use of the FY2014 funding, so long as the City Council has an opportunity to discuss the projects and to hear comments from the public regarding the proposed funding reallocation toward the projects.

CDBG funding will reimburse 100% of the City's construction expenses for these projects. Unlike other grants that the City has been awarded, there is no funding match required from the City.

Budget Adjustment

The City's FY2015 Capital Improvement Program identifies \$20,000 in account 02-61-71-9501-15102 for ADA Improvements (ADA stands for Americans with Disabilities Act, a general reference to accessibility). This line item would need to be increased to \$52,000 to accommodate the two projects as bid. Staff recommends reallocation of the full FY2014 CDBG funding toward these improvements, for a total budget of \$60,000, in order to accommodate any unforeseen cost overruns with the two projects.

Recommendation

The recommendation has three parts:

1. Funding. Staff recommends increasing the budget of the "ADA Improvements" line item in the Capital Improvements Fund to \$60,000 by allocating the FY2014 CDBG funding to the proposed improvements to the Dielmann Complex. The \$60,000 budget would represent three years of grant funding (FY2012, FY2013, and FY2014).
2. Interior Project. Staff recommends award of the Dielmann Complex Accessibility Improvements – Interior Project to John Kalicak Construction, Inc. for \$22,000.00, due to this company's low bid for the work and positive references.

John Kalicak Construction, Inc.

4487 Hunt Avenue

St. Louis, MO 63110

3. Exterior Project. Staff recommends award of the Dielmann Complex Accessibility Improvements – Exterior Project to Ford Asphalt Company, Inc. for \$30,000.00, due to this company's low bid for the work and their past work for the City.

Ford Asphalt Company, Inc.

13164 Taussig Avenue

Bridgeton, MO 63044

Attachments: Bid Results

DIELMANN COMPLEX ACCESSIBILITY IMPROVEMENTS - INTERIOR
BID SUMMARY

E.b

		JOHN KALICAK CONSTRUCTON INC		JW FULLER CONSTRUCTION		BRADY CONSTRUCTION INC	
Quantity	Item	Amount		Amount		Amount	
		Dollars	Cents	Dollars	Cents	Dollars	Cents
1	Accessible Door Opener System for Ice Arena Doors	\$3,100	00	\$9,500	00	\$8,092	00
1	Ice Arena Restroom Modifications	\$18,900	00	\$14,400	00	\$19,125	00
		TOTAL BID: \$22,000.00		TOTAL BID: \$23,900.00		TOTAL BID \$27,217.00	

DIELMANN COMPLEX ACCESSIBILITY IMPROVEMENTS - EXTERIOR
BID SUMMARY

		JW FULLER CONSTRUCTION		BRYNE & JONES CONSTRUCTION		FORD ASPHALT COMPANY, INC	
Quantity	Item	Amount		Amount		Amount	
		Dollars	Cents	Dollars	Cents	Dollars	Cents
1	Parking Lot Accessibility Upgrades (Ice Arena)	\$39,000	00	\$33,250	00	\$19,125	00
1	Parking Lot Accessibility Upgrades (Golf Course)	\$32,000	00	\$27,100	00	\$10,875	00
		TOTAL BID: \$71,000.00		TOTAL BID: \$60,350.00		TOTAL BID \$30,000.00	

Attachment: Dielmann Complex Accessibility Improvements - Recommendation (1152 : Resolution No.



City Council
300 North New Ballas Rd
Creve-Coeur, MO 63141

Meeting: 11/24/14 07:00 PM
Department: Finance Department
Category: Report
Prepared By: Tracy Brothers
Initiator: Dan Smith
Sponsors:
DOC ID: 1154

SCHEDULED

BILLS LISTING (ID # 1154)

**A Report of Bills Payable Dated November 24, 2014 in the
Amount of \$155,232.06 Has Been Provided for Council
Review. No Vote is Required.**

A report of bills payable dated November 24, 2014 in the amount of \$155,232.06 has been provided for Council review. No vote is required.



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

DATE: November 24, 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 November 24, 2014 in the amount of \$155,232.06.



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/24/2014

NO DEPT - NO DIV

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01940		070435	16-Oct-14	ADVERTISING PREMIUM SALES, INC.	APPAREL FOR RESALE	06-00-00-1628	368.16
00344		1002299933	21-Oct-14	BRIDGESTONE GOLF, INC.	GOLF BALLS FOR RESALE	06-00-00-1625	511.20
02333		072914	29-Jul-14	CHAMBERLAIN, TRACY	SEWER LATERAL REMBURSEMENT	02-00-00-1901	1,656.00
00066		239227	06-Nov-14	FROESEL OIL	DIESAL FUEL GARAGE	01-00-00-1653	4,225.76
02350		111414	14-Nov-14	GOLDENBERG, ZEENA & JOSEPH	REF OVER PAID DOG PARK FEE	01-00-00-4415	5.00
02334		081814	18-Aug-14	JOHNSTON, JEFF	SEWER LATERAL REIMBURSEMENT	02-00-00-1901	1,938.40
00125		336876	07-Nov-14	LEON UNIFORM	PERF POLO NAVY W/EMBLEM-LT.	01-00-00-2712	39.99
00125		336372	03-Nov-14	LEON UNIFORM	UNIFORM ITEMS FOR LT FRANCIS	01-00-00-2712	114.98
00092		65317	14-Nov-14	ST LOUIS COUNTY	ST LOUIS COUNTY MUNI HSNQ FEES	01-00-00-2410	870.00

Sum of Invoices 9,729.49



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/24/2014

LEGISLATIVE

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00019	P002006	105553	04-Nov-14	CURTIS, HEINZ, GARRETT & O'KEEFE	LEGAL SERVICES FOR FY15	01-11-12-6201	17,751.00
00303		10632274	30-Oct-14	MISSOURI LAWYERS MEDIA	PUBLIC HEARING NOTICE	01-11-13-6260	30.16
Sum of Invoices							17,781.16



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/24/2014

Administration

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00053		189367	03-Nov-14	01-12-11-6271	MERCY CORPORATE HEALTH	DOT DRUG SCREEN	48.00
00053		189355	03-Nov-14	01-12-11-6271	MERCY CORPORATE HEALTH	PREPLACEMENT PHYSICAL	104.00
00053		189217	03-Nov-14	01-12-11-6271	MERCY CORPORATE HEALTH	PREPLACEMENT PHYSICAL	104.00
00053		188389	03-Nov-14	01-12-11-6271	MERCY CORPORATE HEALTH	PREPLACEMENT PHYSICAL	104.00
00053		188366	03-Nov-14	01-12-11-6271	MERCY CORPORATE HEALTH	PREPLACEMENT PHYSICAL	104.00
01120		103114	31-Oct-14	ASI	ADMIN FEES OCT 14	01-12-11-6203	168.00
01120		103114.	31-Oct-14	ASI	HRA FEES OCTOBER 14	01-12-11-6203	200.00
00136		2183	06-Nov-14	CHAMBER OF COMMERCE CREVE COEUR/OLIVETTE	CHAMBER LUNCHEON	01-12-11-6264	20.00
01447	P001964	20157	29-Oct-14	DIVERSIFIED PRINTING INC	10 STANDARD 8 PAGE NEWSLETTERS	01-12-11-6203	45.00
01447	P001964	20157	29-Oct-14	DIVERSIFIED PRINTING INC	10 STANDARD 8 PAGE NEWSLETTERS	01-12-11-6203	827.00
01997		8797477	31-Oct-14	EQUIFAX INFORMATION SERVICES	CREDIT REPORTING	01-12-11-6202	33.44
00053		189364	03-Nov-14	MERCY CORPORATE HEALTH	DOT TESTING/PLACEMNT PHYSICALS	01-12-11-6271	48.00
01262	P001959	31675	07-Nov-14	SPECIALTY MAILING	12 MONTHS HANDLING & MAILING O	01-12-11-6203	249.69
01048		9734674604	01-Nov-14	VERIZON WIRELESS	CELL PHONES CHARGES	01-12-11-6253	51.98

Sum of Invoices 2,107.11



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/24/2014

IT

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00073		QM67737	03-Nov-14	CDW-G	WATCHGUARD XTM 23W LIVE 1 YR	01-12-51-6213	195.43
00050		INV0038582	31-Oct-14	REJIS	REVIEW WATCHGUARD SETUP	01-12-51-6213	62.25
01048		9734674604	01-Nov-14	VERIZON WIRELESS	CELL PHONES CHARGES	01-12-51-6253	51.98
01891	P001965	12532	01-Nov-14	WINNING TECHNOLOGIES, INC.	6 MONTHS ID SERVICES	01-12-51-6202	4,400.00
Sum of Invoices							4,709.66



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/24/2014

FINANCE

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
02147		XT00098111	30-Oct-14	HARRIS ENTERPRISE RESOURCE PLANNING	W'2 & 1099 FORMS FOR 2014	01-13-11-7304	196.15
01048		9734674604	01-Nov-14	VERIZON WIRELESS	CELL PHONES CHARGES	01-13-11-6253	49.54

Sum of Invoices 245.69



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/24/2014

MUNICIPAL COURT

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount

Sum of Invoices

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CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/24/2014

INTERDEPARTMENTAL

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00195		P3027	27-Oct-14	ALARM 24, INC.	200 ID BADGES	01-13-15-7304	165.00
00014		0215116 11/14	06-Nov-14	CHARTER COMMUNICATIONS	TV SERVICE 11/16-12/15 SHOP	01-13-15-6255	72.98
00045		737667040001	30-Oct-14	OFFICE DEPOT	TONER	01-13-15-7312	129.99
00045		737667017001	29-Oct-14	OFFICE DEPOT	TONER	01-13-15-7312	71.81
00045		737124360001	03-Nov-14	OFFICE DEPOT	TONER	01-13-15-7312	71.81
00045		738171089001	03-Nov-14	OFFICE DEPOT	LAM PHOTO POUCHES	01-13-15-7312	11.19
00166		024538	24-Oct-14	OFFICEMAX	TONER OFFICE SUPPLIES	01-13-15-7312	434.29
00077		7529711	03-Nov-14	QUILL	KEYBOARD	01-13-15-7312	59.99
01169		8031981782	01-Nov-14	STAPLES ADVANTAGE	OFFICE SUPPLIES	01-13-15-7312	63.99

Sum of Invoices 1,081.05



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/24/2014

COMMUNITY SERVICES

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount

Sum of Invoices -



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/24/2014

ICE ARENA

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00195		R11619	03-Nov-14	ALARM 24, INC.	ALARM MONITORING	06-14-31-6202	90.00
00249		111020	04-Nov-14	AMERICAN CARNIVAL MART	GLOW NECKLACES	06-14-31-7304	19.50
01550		452-8061504	04-Nov-14	ARAMARK UNIFORM SERVICES	TOWELS, MOP, UNIFORM 11/04/14	06-14-31-7301	1.37
01550		452-8086916	11-Nov-14	ARAMARK UNIFORM SERVICES	TOWELS, UNIFORMS, MOP	06-14-31-7301	1.37
01550		452-8061504	04-Nov-14	ARAMARK UNIFORM SERVICES	TOWELS, MOP, UNIFORM 11/04/14	06-14-31-7308	4.16
01550		452-8086916	11-Nov-14	ARAMARK UNIFORM SERVICES	TOWELS, UNIFORMS, MOP	06-14-31-7308	4.16
00080		2339-147-5	31-Oct-14	DIERBERGS	BDAY CAKE 11-2 PARTY	06-14-31-7304	21.99
00080		7822-109-5	07-Nov-14	DIERBERGS	BDAY CAKE 11-8 PARTY	06-14-31-7304	21.99
00362		82091	30-Oct-14	DOOR SERVICE	REPAIR HANDICAP DOOR	06-14-31-6212	74.00
00082		0600332	06-Nov-14	METROLIFT PROPANE	PROPANE FOR OLYMPIA 11-6	06-14-31-7307	207.48
00164		044652	16-Sep-14	NEW SYSTEM CARPET & BUILDING CARE LTD.	CLEANING SUPPLIES	06-14-31-7301	66.24
00048		209004	27-Oct-14	PAVYER	OLY BLADE SHARPING	06-14-31-6211	81.15
00711		339662898	15-Nov-14	TERMINIX	PEST CONTROL	06-14-31-6212	35.00
01048		9734674604	01-Nov-14	VERIZON WIRELESS	CELL PHONE CHARGES	06-14-31-6253	51.98
00836	P002034	1477550	29-Oct-14	ZUMWALT CORPORATION, INC	LABOR TO REPAIR OVERHEAD GARAG	06-14-31-6212	44.00
00836	P002034	1477550	29-Oct-14	ZUMWALT CORPORATION, INC	LABOR TO REPAIR OVERHEAD GARAG	06-14-31-6212	300.00
00836	P002034	1477550	29-Oct-14	ZUMWALT CORPORATION, INC	1 COMPUTER	06-14-31-6212	250.00
00836	P002034	1477550	29-Oct-14	ZUMWALT CORPORATION, INC	2 BRAKES FOR OVERHEAD GARAGE D	06-14-31-6212	500.00

Sum of Invoices 1,774.39



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/24/2014

GOLF MAINTENANCE

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00305		2065842	04-Nov-14	GOLDEN WEST INDUSTRIAL SUPPLY	BALLWASH FLUID	06-14-32-6212	252.34
00175		990375-00	30-Oct-14	MTI DISTRIBUTING, INC.	SPRAYER PUMP REPAIR KIT	06-14-32-6210	345.07
00173		IN123048	21-Oct-14	SUPREME TURF PRODUCTS	FUNGICIDE	06-14-32-7303	290.50
01479		5048	16-Oct-14	TURFWERKS SCOTT'S POWER LLC	CHAIN FOR ROLLER	06-14-32-6211	53.14
Sum of Invoices							941.05



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/24/2014

PRO SHOP

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00195		R11619	03-Nov-14	ALARM 24, INC.	ALARM MONITORING	06-14-33-6202	90.00
01140		55779	04-Nov-14	ARCHWAY BOWLING & TROPHY	AWARDS FOR TOURNAMENT	06-14-33-7304	240.00
00362		82091	30-Oct-14	DOOR SERVICE	REPAIR HANDICAP DOOR	06-14-33-6212	74.00
00413		X-31041	03-Nov-14	FASTSIGNS	TOURING SPONSOR SIGN	06-14-33-7304	27.00
00164		044652	16-Sep-14	NEW SYSTEM CARPET & BUILDING CARE LTD.	CLEANING SUPPLIES	06-14-33-7301	66.24
00711		339662898	15-Nov-14	TERMINIX	PEST CONTROL	06-14-33-6212	35.00
01940		070435	16-Oct-14	ADVERTISING PREMIUM SALES, INC.	APPAREL FOR RESALE	06-14-33-8325	0.15
00344		1002299933	21-Oct-14	BRIDGESTONE GOLF, INC.	GOLF BALLS FOR RESALE	06-14-33-8324	0.90

Sum of Invoices 533.29



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/24/2014

SNACK BAR

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00249		111020	04-Nov-14	AMERICAN CARNIVAL MART	TOURNEY SUPPLIES	06-14-34-7304	134.80
00249		111020	04-Nov-14	AMERICAN CARNIVAL MART	BOWLS	06-14-34-8321	18.58
01550		452-8061504	04-Nov-14	ARAMARK UNIFORM SERVICES	TOWELS, MOP, UNIFORM 11/04/14	06-14-34-7301	3.44
01550		452-8086916	11-Nov-14	ARAMARK UNIFORM SERVICES	TOWELS, UNIFORMS, MOP	06-14-34-7301	3.44
00084	P001947	3858302222	30-Oct-14	COCA-COLA	SODA FOR RESALE (8317)	06-14-34-8317	323.85
00084	P001947	3858302222	30-Oct-14	COCA-COLA	SODA FOR RESALE (8317)	06-14-34-8317	230.08
00084		3858302222.	30-Oct-14	COCA-COLA	CUPS	06-14-34-8321	58.32
01471		95626	06-Nov-14	RL MUELLER NATIONAL DIST., INC.	SNACKS FOR RESALE	06-14-34-8319	219.88
00116		2780	05-Nov-14	SAM'S CLUB	GEN SUPPLIES	06-14-34-7304	25.94
00116		2780	05-Nov-14	SAM'S CLUB	FOOD	06-14-34-8315	54.26
00116		2780	05-Nov-14	SAM'S CLUB	RESALE SNACKS	06-14-34-8317	41.39

Sum of Invoices 1,113.98



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/24/2014

BUILDING MAINTENANCE

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550		452-8086915	11-Nov-14	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL 11/11/14	01-16-11-7308	4.16
01550		452-8061503	04-Nov-14	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (11/4/14)	01-16-11-7308	4.16
01952		101827	03-Nov-14	BALDWIN/PRIESMEYER	US FLAGS STOCK	01-16-11-6212	543.68
00117		5050342	31-Oct-14	HOME DEPOT	PIPING REPAIR EAST LEAF SITE	01-16-11-6212	28.42
01750		3013774	23-Oct-14	HOME DEPOT CREDIT SERVICES	RENOVATION ITEMS FOR CITY HALL	01-16-11-6212	1,022.16
00164		045790A	10-Nov-14	NEW SYSTEM CARPET & BUILDING CARE LTD.	TRASH CAN LINERS	01-16-11-6212	33.66
00164		045790	31-Oct-14	NEW SYSTEM CARPET & BUILDING CARE LTD.	TRASH CAN LINERS CITY HALL	01-16-11-6212	446.44
00164		045119A	10-Nov-14	NEW SYSTEM CARPET & BUILDING CARE LTD.	CLEANER FOR CITY HALL	01-16-11-7301	62.92
01779		002929-01-15	01-Nov-14	ST LOUIS COUNTY TREASURER	ANNUAL INSPECTIONS CITY HALL	01-16-11-6211	148.00
01048		9734674604	01-Nov-14	VERIZON WIRELESS	CELL PHONES CHARGES	01-16-11-6253	-7.73
00054		02153897	04-Nov-14	WALTER KNOLL FLORIST	MNTHLY PLANT MAINT -DEC 14	01-16-11-6212	80.00

Sum of Invoices 2,365.87



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/24/2014

POLICE-ADMIN

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00234		418289	27-Oct-14	ED. ROEHR SAFETY PRODUCTS	(1) WT RADIO HOLDER	01-21-11-7302	44.53
00234		01-21-11-7302	31-Oct-14	ED. ROEHR SAFETY PRODUCTS	(4) HANDCUFF KEYS	01-21-11-7302	4.00
00117		0264616	05-Nov-14	HOME DEPOT	REFRIGERATOR EVIDENCE ROOM	01-21-11-9501	170.05
00053		190474	03-Nov-14	MERCY CORPORATE HEALTH	PRE-EMPLOY SCREENING-OFFICER	01-21-11-6271	409.00
02094		812HP025M24810	05-Nov-14	MISSOURI STATE HIGHWAY PATROL	1 MULES SEARCH	01-21-11-6203	11.00
02094		812HP025E73108	23-Oct-14	MISSOURI STATE HIGHWAY PATROL	CRIMINAL RECORD SEARCH CHARGES	01-21-11-6203	36.50
00116		7416A	05-Nov-14	SAM'S CLUB	12 PK TISSUE FOR PRIS/VICTIMS	01-21-11-7308	11.98
00116		7416A	05-Nov-14	SAM'S CLUB	PRISONER MEALS	01-21-11-7309	76.34
00092	P001948	65301	04-Nov-14	ST LOUIS COUNTY	MONTHLY C.A.R.E. SERVICE CONTR	01-21-11-6202	23.91
01048		9734674604	01-Nov-14	VERIZON WIRELESS	CELL PHONES CHARGES	01-21-11-6253	84.25

Sum of Invoices 871.56



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/24/2014

POLICE-INVESTIGATIONS

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01903		22704-1	11-Nov-14	BRADFORD SYSTEMS CORP.	BINS FOR EVIDENCE ROOM UPGRADE	01-21-21-9501	479.50
00234		418344	28-Oct-14	ED. ROEHR SAFETY PRODUCTS	ABA BALLISTIC VEST CARRIE DET.	01-21-21-5107	286.14
01228		1432814-20141031	31-Oct-14	LEXISNEXIS	OCTOBER USER FEES	01-21-21-6202	175.10
01048		9734674604	01-Nov-14	VERIZON WIRELESS	CELL PHONES CHARGES	01-21-21-6253	193.62
Sum of Invoices							1,134.36



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/24/2014

POLICE-PATROL

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01821		5048940	06-Nov-14	ALL STAR DODGE CHRYSLER JEEP	CAR 2406 DRIV DOOR THRESHOLD P	01-21-22-6210	39.53
02119		216648	13-Nov-14	DAVE SINCLAIR LINCOLN-MERCURY, INC.	car 2404 3000 MILE SVS, ALIGN	01-21-22-6210	182.90
02119		216488	07-Nov-14	DAVE SINCLAIR LINCOLN-MERCURY, INC.	MOUNT 2 TIRES ON RIMS/BALANCE	01-21-22-6210	25.00
02119		216446	07-Nov-14	DAVE SINCLAIR LINCOLN-MERCURY, INC.	CAR 2424 3000 MILE SVS MOUNT T	01-21-22-6210	92.21
02119		216388	06-Nov-14	DAVE SINCLAIR LINCOLN-MERCURY, INC.	CAR 2407 3000 ML SVS FRNT BRKS	01-21-22-6210	277.85
02119		216342	04-Nov-14	DAVE SINCLAIR LINCOLN-MERCURY, INC.	CAR 2416 MOUNT ONE TIRE	01-21-22-6210	12.50
02119		216349	04-Nov-14	DAVE SINCLAIR LINCOLN-MERCURY, INC.	CAR 2411 REAR BRAKES MOUNT 2 T	01-21-22-6210	214.95
02119		216365	05-Nov-14	DAVE SINCLAIR LINCOLN-MERCURY, INC.	CAR 2414 3000 MILE SERVICE	01-21-22-6210	42.95
00234		418598	31-Oct-14	ED. ROEHR SAFETY PRODUCTS	CAR 2419 INSTALL PRIS PARTITIO	01-21-22-6210	394.55
00096	P001931	145966	07-Nov-14	EVS	INSTALL AR15 GUN RACKS IN 12	01-21-22-9503	1,100.00
00118		1067	05-Nov-14	OLD STYLE BODY COMPANY	CAR 2416 REPLACE DOOR TRIM PC	01-21-22-6210	78.07
00299	P001989	1141182	28-Oct-14	REIS ENVIRONMENTAL INC.	36 EA 045123 SCOTT NTC1 ENFOR	01-21-22-9503	703.82
01048		9734674604	01-Nov-14	VERIZON WIRELESS	CELL PHONES CHARGES	01-21-22-6253	362.12

Sum of Invoices 3,526.45



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/24/2014

PUBLIC WORKS

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00126		INV0214540	06-Nov-14	ROTOLITE	4 ROLLS FOR PLOTTER PAPER	01-31-11-6213	33.93
01048		9734674604	01-Nov-14	VERIZON WIRELESS	CELL PHONES CHARGES	01-31-11-6253	148.21
<i>Sum of Invoices</i>							182.14



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/24/2014

STREETS

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00131		9923053401	31-Oct-14	AIRGAS	GAS RENTAL	01-31-41-7307	55.57
01550		452-8086912	11-Nov-14	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL 11/11/14	01-31-41-6212	8.43
01550		452-8061500	04-Nov-14	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (11/4/14)	01-31-41-6212	8.44
01550		452-8009689	21-Oct-14	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (10/21/14)	01-31-41-6212	8.43
01550		452-8086912	11-Nov-14	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL 11/11/14	01-31-41-7308	44.46
01550		452-8061500	04-Nov-14	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (11/4/14)	01-31-41-7308	44.46
01550		452-8009689	21-Oct-14	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (10/21/14)	01-31-41-7308	46.05
01793	P001999	410588	30-Oct-14	BEELMAN LOGISTICS, LLC	HAULING/DELIVER OF 2500 TON SA	01-31-41-7310	1,891.94
01980		714244	05-Nov-14	BLUE CHIP EXTERMINATING	MONTHLY PEST CONTROL	01-31-41-7301	26.00
00010		956149	05-Nov-14	BRANNEKY HARDWARE	REPAIR SEALS ON LEAF VAC	01-31-41-6211	144.00
00010		955873	31-Oct-14	BRANNEKY HARDWARE	STOCK FOR GARAGE/ SIGN ITEMS	01-31-41-6212	6.99
00010		956059	04-Nov-14	BRANNEKY HARDWARE	ITEMS FOR SIGNS	01-31-41-7311	68.64
00010		955873	31-Oct-14	BRANNEKY HARDWARE	STOCK FOR GARAGE/ SIGN ITEMS	01-31-41-7311	15.87
00013		1763-234281	10-Jan-01	CARQUEST AUTO PARTS	RETURN INV 234258 GREASE	01-31-41-6210	-28.87
00013		1763-RSVD SRC 11/6	06-Nov-14	CARQUEST AUTO PARTS	CAB FILTER FOR 2 TON TRUCK	01-31-41-6210	9.58
00013		1763-234091	04-Nov-14	CARQUEST AUTO PARTS	TRUCK SUPPLIES FOR SHOP	01-31-41-6210	76.99
00013		1763-234123	05-Nov-14	CARQUEST AUTO PARTS	SUPPLIES FOR SHOP	01-31-41-6210	7.38
00013		1763-234185	06-Nov-14	CARQUEST AUTO PARTS	AIR FILTER FOR LEAF VAC	01-31-41-6211	20.34
00099		3643405	05-Nov-14	CEEKAY SUPPLY	WELDING SHOP SUPPLIES	01-31-41-7302	74.34
00729		15429058	05-Nov-14	CERTIFIED POWER, INC.	FILTER FOR LEAVE VAC S-10	01-31-41-6211	103.05
00049		37383	12-Nov-14	EMPLOYEE STAFFING GROUP	TEMP PERSONNEL WE 10/31	01-31-41-6207	3,597.05
00049		37359	05-Nov-14	EMPLOYEE STAFFING GROUP	TEMP PERSONNEL WE 11/2/14	01-31-41-6207	1,722.79
00128		S3439739.001	30-Oct-14	FROST ELECTRIC	LIGHTS FOR OLIVE MEDIANS	01-31-41-6251	82.40
00081		9579017675	27-Oct-14	GRAINGER	GARAGE DOOR REPAIRS	01-31-41-6212	14.85
00117		5061280	31-Oct-14	HOME DEPOT	REPAIR PARK SIGNS	01-31-41-7311	36.44
01750		3013774	23-Oct-14	HOME DEPOT CREDIT SERVICES	QUICKSET FOR STREETS	01-31-41-7305	198.70
02339		01373959	07-Nov-14	JOHN HENRY FOSTER COMPANY	HYDRAULIC TANK FOR LEAF VAC	01-31-41-6211	85.43
00789		477915	31-Oct-14	K&K SUPPLY	SAFETY ITEMS GLOVES TARPS	01-31-41-7308	177.72
01134		3876297	04-Nov-14	KIMBALL MIDWEST	STOCK FOR SUPPLY AT SHOP	01-31-41-6212	196.00



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

STREETS

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01134		3884136	07-Nov-14	KIMBALL MIDWEST	DRILL BITS	01-31-41-7302	23.46
01831		3420	17-Oct-14	KURTZ NURSERY & TOPSOIL CO.	DIRT FOR LADUE RD/ESTATES	01-31-41-7305	248.00
00156		0062931	11-Nov-14	L & C TRUCK REPAIR, INC.	EXHAUST CLAMP	01-31-41-6210	106.27
00818		667823	22-Sep-14	NU WAY CONCRETE FORMS	STOCK FOR TRUCK #103	01-31-41-6210	33.23
00865	P001987	243842	01-Nov-14	OUTDOOR SOLUTIONS	RIGHT OF WAY MAINTENANCE SERVI	01-31-41-6212	735.49
00796		SVC/435090	31-Oct-14	OVERHEAD DOOR COMPANY OF ST. LOUIS	REPAIR GARAGE DOOR AT SHOP	01-31-41-6212	287.35
02322		0347-000172743	31-Oct-14	REPUBLIC SERVICES #347	JOHNNY ON THE SPOTS 2 LOCATION	01-31-41-6266	163.00
00851		0352914-IN	27-Oct-14	SCOTWOOD INDUSTRIES INC	CALCUILM CHLORIDE	01-31-41-7310	1,447.64
00206		01-50177	07-Nov-14	U.S. WIPING MATERIALS, INC.	WIPING CLOTHS FOR GARAGE	01-31-41-6212	118.90
01048		9734674604	01-Nov-14	VERIZON WIRELESS	CELL PHONES CHARGES	01-31-41-6253	44.25

Sum of Invoices 11,951.42



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/24/2014

HEALTH & WELFARE

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01836		98304	07-Nov-14	CRITTER CONTROL	DEAD ANIMAL REMOVAL	01-31-42-6214	595.00
00105	P001995	0346-016714730	31-Oct-14	REPUBLIC SERVICES	RESIDENTAL TRASH SVC FY 15	01-31-42-6214	1,902.67
01726		9030	03-Nov-14	ST LOUIS COUNTY DOH	MOSQUITO CONTROL	01-31-42-6216	3,375.00
01048		9734674604	01-Nov-14	VERIZON WIRELESS	CELL PHONES CHARGES	01-31-42-6253	32.27

Sum of Invoices 5,904.94



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/24/2014

PARKS

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550		452-8086912	11-Nov-14	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL 11/11/14	01-31-43-7308	44.45
01550		452-8061500	04-Nov-14	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (11/4/14)	01-31-43-7308	44.45
01550		452-8009689	21-Oct-14	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (10/21/14)	01-31-43-7308	46.04
01980		714244	05-Nov-14	BLUE CHIP EXTERMINATING	MONTHLY PEST CONTROL	01-31-43-7301	26.00
00013		1763-234281	10-Jan-01	CARQUEST AUTO PARTS	RETURN INV 234258 GREASE	01-31-43-6210	-9.63
00013		1763-RSVD SRC 11/6	06-Nov-14	CARQUEST AUTO PARTS	CAB FILTER FOR 2 TON TRUCK	01-31-43-6210	3.20
00013		1763-234091	04-Nov-14	CARQUEST AUTO PARTS	TRUCK SUPPLIES FOR SHOP	01-31-43-6210	25.67
00013		1763-234123	05-Nov-14	CARQUEST AUTO PARTS	SUPPLIES FOR SHOP	01-31-43-6210	2.46
00049		37383	12-Nov-14	EMPLOYEE STAFFING GROUP	TEMP PERSONNEL WE 10/31	01-31-43-6207	1,199.02
00049		37359	05-Nov-14	EMPLOYEE STAFFING GROUP	TEMP PERSONNEL WE 11/2/14	01-31-43-6207	574.27
00789		477915	31-Oct-14	K&K SUPPLY	SAFETY ITEMS GLOVES TARPS	01-31-43-7308	177.71
00156		0062931	11-Nov-14	L & C TRUCK REPAIR, INC.	EXHAUST CLAMP	01-31-43-6210	35.43
00818		667823	22-Sep-14	NU WAY CONCRETE FORMS	STOCK FOR TRUCK #103	01-31-43-6210	11.08
00047		P12066	29-Oct-14	PAT KELLY EQUIPMENT	WEDGES FOR CUTTING TREES	01-31-43-6212	75.94
01352		21749	30-Oct-14	ST LOUIS COMPOSTING, INC.	LOGS FOR MALCOLM TERRACE PARK	01-31-43-6212	40.00
00492		160013	02-Sep-14	TOMASOVIC GREENHOUSE & NURSERY INC	RED WING PHLOX FOR BALLAS RD	01-31-43-7303	63.82
00260		21713	24-Oct-14	TOTAL LOCK & SECURITY	DOG PARK GATE REPAIR	01-31-43-6212	1,468.91
01479		5169	31-Oct-14	TURFWERKS SCOTT'S POWER LLC	SOLENOID KUBOTA TRACTOR	01-31-43-6211	349.09
01048		9734674604	01-Nov-14	VERIZON WIRELESS	CELL PHONES CHARGES	01-31-43-6253	39.01

Sum of Invoices 4,216.92



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/24/2014

COMMUNITY DEVELOPMENT - PLANNING

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00049		37399	12-Nov-14	EMPLOYEE STAFFING GROUP	TEMP PERSONNEL H. BOEVER	01-32-11-5102	544.00
00049		37355	05-Nov-14	EMPLOYEE STAFFING GROUP	TEMP PERSONNEL D. LANKFORD	01-32-11-5102	54.40
01334		42534	02-Dec-13	GEORGE BUTLER ASSOCIATES, INC.	TRAFFIC ANALYSIS REPORT	01-32-11-6203	2,064.00
00126		INV0214540	06-Nov-14	ROTOLITE	4 ROLLS FOR PLOTTER PAPER	01-32-11-6213	33.94
01048		9734674604	01-Nov-14	VERIZON WIRELESS	CELL PHONES CHARGES	01-32-11-6253	149.15
00303		10632279	30-Oct-14	MISSOURI LAWYERS MEDIA	BOA VARIANCE 338 TOWNSEND ST	01-32-11-6260	51.04
Sum of Invoices							2,896.53



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/24/2014

COMMUNITY DEVELOPMENT - BUILDING

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00005		1676518	27-Oct-14	AMERICAN STAMP	DATE STAMP	01-32-61-7304	84.06
00112		198445	28-Oct-14	MPS	JOBSITE NOTICES	01-32-61-7304	148.22
00112		198442	27-Oct-14	MPS	JOBSITE NOTICES	01-32-61-7304	71.67
00126		INV0214540	06-Nov-14	ROTOLITE	4 ROLLS FOR PLOTTER PAPER	01-32-61-6213	33.93
01048		9734674604	01-Nov-14	VERIZON WIRELESS	CELL PHONES CHARGES	01-32-61-6253	163.62

Sum of Invoices 501.50



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/24/2014

CAPITAL IMPROVEMENTS

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
02103	P001823	01615	31-Oct-14	BOND ARCHITECTS	CONTRACT FEE FOR SPACE ANALYSI	02-61-71-9501-14104	761.30
00606	P001888	47287	10-Nov-14	HORNER & SHIFRIN INC	DESIGN SERVICES FOR MOSLEY ROA	02-61-71-9510-14708	1,642.50
01360	P001976	14-649-B	07-Nov-14	FORD ASPHALT COMPANY INC	FY15 ASPHALT PAVEMENT RESURFAC	02-61-71-9510-15601	20,457.00
01333	P001975	4	31-Oct-14	M & H CONCRETE	FY15 CONCRETE PAVEMENT REPLACE	02-61-71-9510-15602	54,470.70
01847	P002030	16004	10-Nov-14	LIFT RITE, INC.	GRAESER ROAD SIDEWALK MUDJACKI	02-61-71-9510-15603	4,332.00

Sum of Invoices 81,663.50

Total of All Invoices 155,232.06



City Council
300 North New Ballas Rd
Creve-Coeur, MO 63141

Meeting: 11/24/14 07:00 PM
Department: City Council
Category: Public Hearing
Prepared By: Whitney Kelly
Department Head: Debbie Ryan

SCHEDULED

STAFF REPORT

Bill No. 5523 - an Ordinance Approving a New Site Concept Plan for the Barnes Jewish West County Hospital Campus and Approving a Conditional Use Permit and Site Development Plan for a Hospice Facility on the Property Addressed as 970 North Mason Road. Final Reading and Passage

Section 405.310 (D) of the Municipal Code states that any site concept plans and development and/or redevelopment plans for properties within "PH" Planned Hospital district require Planning and Zoning Commission and City Council review and approval. An application was made by Douglas Black, President of Barnes West County Hospital, for a new Site Concept Plan for the Barnes Jewish West County Hospital campus, which includes a new hospice care facility, as provided by Section 405.1080.D., Site Concept Plans; of the Zoning Ordinance. Chapter 405, Table A, of the Creve Coeur Code of Ordinances, skilled nursing facilities, including hospice care (NAICS 623110), in the "PH" Planned Hospital zoning district, require the issuance of a conditional use permit as provided in Section 405.1070, Conditional Use Permits. The Planning and Zoning Commission has recommended approval.

HISTORY:

11/10/14

City Council

CONTINUED

Next: 11/24/14

BILL NO. 5523

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A NEW SITE CONCEPT PLAN FOR THE
BARNES JEWISH WEST COUNTY HOSPITAL CAMPUS AND APPROVING A
CONDITIONAL USE PERMIT AND SITE DEVELOPMENT PLAN FOR A
HOSPICE FACILITY ON THE PROPERTY ADDRESSED AS 970 NORTH
MASON ROAD.**

WHEREAS, Section 405.310 (D) of the Municipal Code states that any site concept plans and development and/or redevelopment plans for properties within “PH” Planned Hospital district require Planning and Zoning Commission and City Council review and approval; and

WHEREAS, an application was made by Douglas Black, President of Barnes West County Hospital, for a new Site Concept Plan for the Barnes Jewish West County Hospital campus, which includes a new hospice care facility, as provided by Section 405.1080.D., Site Concept Plans; of the Zoning Ordinance; and

WHEREAS, under Chapter 405, Table A, of the Creve Coeur Code of Ordinances, skilled nursing facilities, including hospice care (NAICS 623110), in the “PH” Planned Hospital zoning district, require the issuance of a conditional use permit as provided in Section 405.1070, Conditional Use Permits; and

WHEREAS, in accordance with Section 405.1070 of the Zoning Ordinance, the applicant has also submitted an application for conditional use permit and site development plan approval of a 19,000 square-foot hospice care facility with 16-beds on the property addressed as 970 North Mason Road; and

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Monday, October 20th, 2014, beginning at 7:00 p.m., or immediately following the close of the previous agenda item, on said applications for the concept plan, conditional use permit and site development plan as provided by Section 405.1070(D)(2); and

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

WHEREAS, the Planning and Zoning Commission reviewed and, by a 6-0 vote, recommended approval of the new site concept plan, subject to conditions, at its meeting on October 20, 2014; and

WHEREAS, the Planning and Zoning Commission reviewed and, by a 6-0 vote, recommended approval of the conditional use permit and site development plan for the hospice facility, subject to conditions, at its meeting on October 20, 2014; and

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

WHEREAS, the City Council being fully informed finds that approving the concept plan for the property would be in harmony with and bear a substantial relation to the public welfare, health, safety, comfort and convenience of the citizens of the City of Creve Coeur and in the public interest and in good zoning practice; and

BILL NO. 5523

ORDINANCE NO. _____

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

1. Will contribute to and promote the community welfare and convenience at the specific location.
2. Will not cause substantial injury to the value of neighboring property.
3. Meets the applicable provisions of the City's Comprehensive Plan and any applicable neighborhood or sector plans and complies with other applicable zoning district regulations and provisions of this Chapter, unless good cause exists for deviation therefrom.
4. Will be compatible with the surrounding area and thus will not impose an excessive burden or have a substantial negative impact on surrounding or adjacent users or on community facilities or services.

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

Section 1: SITE CONCEPT PLAN

1. The Site Concept Plan for Barnes Jewish West County Hospital is hereby approved as depicted on the "Site Concept Plan" prepared by Stock and Associates, and dated September 19, 2014, in conjunction with Planning and Zoning Application #14-032, which property is more specifically described as follows:

A tract of land being part of Lot 3 of the John Hazel Estate, as conveyed to Barnes Jewish West County Hospital (f.k.a. Barnes West County Hospital) by instrument recorded in Book 8647, Page 11645 and Barnes Jewish West County Hospital by instrument recorded in Book 12367, Page 13 and Lot 2 of Barnes-Jewish West County Hospital according to the plat thereof as recorded in Plat Book 12367, Page 5 all of the St. Louis County Records located in U.S. Survey 1923, Township 45 North, Range 5 East of the 5th Principal Meridian, City of Creve Coeur, St. Louis County, Missouri, and being more particularly described as follows:

Beginning at the northeastern corner of above said Barnes West County Hospital tract, said point also being located on the southwestern right-of-way line of Olive Boulevard, variable width, said point also being the northwestern corner of a tract of land as conveyed to Moritz, LLC by instrument recorded in Book 16089, page 1992 of above said records; thence along the east line of said Barnes West County Hospital tract, South 29 degrees 45 minutes 38 seconds West, 342.72 feet and South 01 degrees 33 minutes 02 seconds West, 679.43 feet to the northeast corner of above said Lot 2; thence along the east line of Lot 2, South 01 degrees 33 minutes 02 seconds West, (South 01 degrees 23 minutes 00 seconds West), 677.83 feet to the southeast corner of said Lot 2; thence along the southern lines of said Lot 2 the following courses and distances: South 89 degrees 06 minutes 38 seconds West, 439.62 feet (South 88 degrees 49 minutes 29 seconds West, 440.46 feet) to the beginning of a curve to the right having a radius of 333.50 feet; along said curve with an arc length of 180.00 feet and a chord which bears North 59 degrees 15 minutes 35 seconds West, 177.82 feet to a point of reverse curvature to the left having a radius of 181.50 feet; along said curve with an arc length of 143.17 feet, and a chord which bears North 66 degrees 23 minutes 44 seconds West, 139.49 feet to a point of tangency and North 88 degrees 59 minutes 36 seconds West, (North 89 degrees 02 minutes 56 seconds West), 453.60 feet to the

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ORDINANCE NO. _____

eastern right-of-way line of Mason Road, variable width; thence along said right-of-way line the following courses and distances: North 01 degrees 03 minutes 38 seconds East, 315.92 feet; North 88 degrees 53 minutes 50 seconds West, (North 89 degrees 02 minutes 42 seconds West), 19.90 feet; North 01 degrees 03 minutes 30 seconds East, 215.58 feet, (North 01 degrees 01 minutes 26 seconds East, 215.79 feet); South 89 degrees 53 minutes 59 seconds East, 14.70 feet; North 01 degrees 03 minutes 30 seconds East, 456.63 feet; North 88 degrees 55 minutes 58 seconds West, 15.00 feet; North 01 degrees 03 minutes 30 seconds East, 630.57 feet; South 88 degrees 56 minutes 30 seconds East, 15.00 feet; North 15 degrees 35 minutes 37 seconds East, 177.81 feet to the beginning of a curve to the right having a radius of 512.96 feet; along said curve with an arc length of 294.65 feet and a chord which bears North 31 degrees 13 minutes 24 seconds East, 290.62 feet; North 47 degrees 41 minutes 07 seconds East, 70.88 feet and North 76 degrees 46 minutes 06 seconds East, 63.96 feet to the southwestern right-of-way line of above said Olive Boulevard; thence along said right-of-way line the following courses and distances: South 60 degrees 18 minutes 35 seconds East, 485.30 feet; South 57 degrees 26 minutes 51 seconds East, 100.12 feet; South 63 degrees 10 minutes 20 seconds East, 200.25 feet; South 60 degrees 18 minutes 36 seconds East, 150.00 feet; South 54 degrees 35 minutes 57 seconds East, 150.75 feet and South 65 degrees 16 minutes 45 seconds East, 115.44 feet to the Point of Beginning and containing 2,367,197 square feet or 54.343 acres more or less according to calculations performed by Stock and Associates Consulting Engineers, Inc. on September 16, 2014.

2. The approval of said Site Concept Plan is subject to the following conditions:
 - a. Site development plan approval is required for all future development of the site depicted on the Site Concept Plan, in accordance with Section 405.1080 of the Zoning Ordinance.
 - b. Subject to approval by St. Louis County Department of Highways and Traffic, all applicable site development plans shall include the dedication of land to the public to form a consistent right-of-way along Mason Road with adequate width for sidewalks and landscaping to meet with Section 405.540 Landscaping, including street trees.
 - c. All site development plans shall provide adequate landscaping along Olive Boulevard to meet with the intent of the landscaping requirements and the "green line park" goal of the Comprehensive Plan. Any landscaping to be located within the Olive Boulevard right-of-way will require prior approval from the Missouri Department of Transportation.

Section 2: A Conditional Use Permit is authorized to be issued pursuant to Section 4 hereof for the operation of a skilled nursing facility, including only hospice care (NAICS #623110), located in the PH (Planned Hospital) zoning district, whose legal description is as follows:

A tract of land being part of Lot 2 of Barnes-Jewish West County Hospital Subdivision, according to the plat thereof recorded in Plat Book 347 page 751 of the St. Louis County Records and further described as follows:

BEGINNING at the Northwest corner of Lot 2 of Barnes-Jewish West County Hospital Subdivision, a subdivision filed for record in Plat Book 347, Page 751 of the St. Louis County, Missouri Records, said point being on the Eastern right-of-way line of N. Mason Road; thence along the Northern line of said Lot 2 South 89 degrees 53 minutes 59 seconds East, a distance of 561.92 feet to a point; thence leaving said Northern line through Lot 2 South 00 degrees 09 minutes 16 seconds East, a distance of 570.84 feet to the Southern line of said Lot 2; said point being on a non-tangent curve to the left;

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thence in a Northwesterly direction along said curve to the left having a radius of 181.50 feet, an arc length of 106.40 feet, the chord of which bears North 72 degrees 11 minutes 56 seconds West, a chord distance of 104.89 feet to the point of tangency; thence North 88 degrees 59 minutes 36 seconds West, a distance of 453.60 feet to the Southwest corner of said Lot 2, said point also being on the aforesaid Eastern right-of-way line of N. Mason Road; thence along the Western line of said Lot 2 and the Eastern right-of-way line of N. Mason Road North 01 degree 03 minutes 38 seconds East, a distance of 19.90 feet to a point; thence North 88 degrees 53 minutes 50 seconds West, a distance of 19.90 feet to a point; thence North 01 degree 03 minutes 30 seconds East, a distance of 215.58 feet to the Point of Beginning and containing 298,909 square feet or 6.862 acres more or less as per calculations by Stock & Associates Consulting Engineers, Inc. during October, 2014.

Section 3: The Conditional Use Permit granted herein shall be subject to all applicable statutes, ordinances, rules and regulations, and the following conditions:

1. The conditional use permit shall be for the operation of a 19,000 square-foot, 16-bed inpatient-care hospice facility (NAICS 623110), within the Barnes Jewish West County Hospital Campus, at 970 North Mason Road.
2. The applicant is required to submit a Site Improvement Permit application, showing all exterior improvements, as required by Section 420.070 of the Land Disturbance Code. The permit application shall be in substantial conformance with the "Site Development Plan" and "Site Sections," both dated September 19, 2014, and submitted by Stock & Associates, Consulting Engineers, Inc., as bound together and submitted in conjunction with Application #14-032, which are hereby approved.
3. The applicant is required to submit a Building Permit application, as required by Article II of the Building Code. Exterior elevations shall be in substantial conformance with the "Building Elevations" issue date June 4, 2012, and submitted by Trivers Associates, Inc., as bound together and submitted in conjunction with Application #14-032.
4. The Applicant shall submit a final Landscape Plan in substantial conformance with the "Concept Landscape Plan," dated September 19, 2014, and submitted by Loomis Associates, Inc., as bound together and submitted in conjunction with Application #14-032, except that additional landscaping shall be shown on the plan that more fully meets with the Comprehensive Plan and Design Guidelines as discussed in the staff report on Application #14-032, subject to the approval of the Zoning Administrator.
5. An underground irrigation system shall be installed and maintained to serve all new landscaped areas.
6. Vegetation that is totally or predominantly dead and/or disfigured due to disease or injury shall be replaced as needed and in a prompt and workmanlike manner as dictated by accepted horticultural standards.
7. All exterior heating, ventilation and air conditioning (HVAC) equipment shall be located within a sight-proof enclosure extending no less than two feet higher than the tallest equipment within the enclosure if located on the ground or, if building mounted, hidden from ground-level view by the roof or walls of the building.
8. All mechanical equipment installed for the site shall be properly screened with materials consistent with the hospice building, for the Zoning Administrators approval.
9. All accessory structures, including the supporting structure of any ground monument sign, shall be of materials consistent with the hospice building, for the Zoning Administrators approval.
10. All lighting shall be in conformance with Section 405.680, Lighting, of the Zoning Code.
11. All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code.

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12. Any kitchen facilities shall use a tempered makeup air system. Such system shall be regularly cleaned and maintained in order to reduce cooking smells.
13. Any steam cleaning of the kitchen equipment shall occur between 8:00 AM and 9:00 PM
14. Any employee smoking area shall be located in compliance with Section 215.090: Prohibition of Smoking in Places of Employment and Public Places of the Code of Ordinances.
15. The Applicant shall provide to the City a copy of all current licenses issued by the State of Missouri for the operation of the hospice facility, to be kept on file with the City for public inspection.
16. Any future enlargement, extension, expansion or alteration in the use of the structures or site must be approved by the City Council upon receipt of the recommendation of the Planning and Zoning Commission as an amendment to the Conditional Use Permit before a Building Permit for the enlargement, expansion or alteration may be issued.
17. Failure to comply with any one or all of the conditions of this permit shall be adequate cause for the revocation of said permit by the City Council, provided, however, no permit shall be revoked without prior notice to the owner of the intention of the City Council to revoke this permit and reasonable time granted to the owner to correct or remedy any such breach of conditions, except for repeated breaches or violations.
18. No conditional use permit granted by the City Council shall be valid for a period longer than one year from the date it grants the conditional use permit, unless within such period: (1) a building permit is obtained and construction is begun; or (2) if a building permit is not required, an occupancy permit is obtained and the use of the building commenced. The City Council may grant extensions to the one (1) year period of not more than one hundred and eighty (180) days each, without notice or hearing, provided that a written request for such extension is filed by the original applicant and approved by the City Council prior to the date the conditional use permit is scheduled to expire.
19. Any transfer of ownership or lease of the property shall include in the transfer or lease agreement a provision that the purchaser or lessee agrees to be bound by the approved Site Development Plan for the property and the conditions herein set forth, and written confirmation thereof signed by the new owner or lessee shall be filed with the City at the time of such transfer or lease. Failure to comply with this provision shall not excuse anyone from these conditions.

Section 4: The City Administrator of the City of Creve Coeur is hereby authorized and directed to issue a Conditional Use Permit in accordance with the provisions of this ordinance, said permit to expressly provide for the conditions and stipulations hereinabove set out in Section 3 of this ordinance. Exercise of the rights granted pursuant to the issued permit shall constitute acceptance of all conditions and stipulations set forth herein.

Section 5: This ordinance shall become effective in accordance with Section 3.11 (g) of the City Charter.

ADOPTED THIS ____ DAY OF _____, 2014.

CHARLOTTE D'ALFONSO
PRESIDENT OF CITY COUNCIL

Attachment: Bill No. 5523 (1122 : Bill No. 5523 - BJC Concept Plan/Hospice CUP)

BILL NO. 5523

ORDINANCE NO. _____

APPROVED THIS ____ DAY OF _____, 2014.

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK

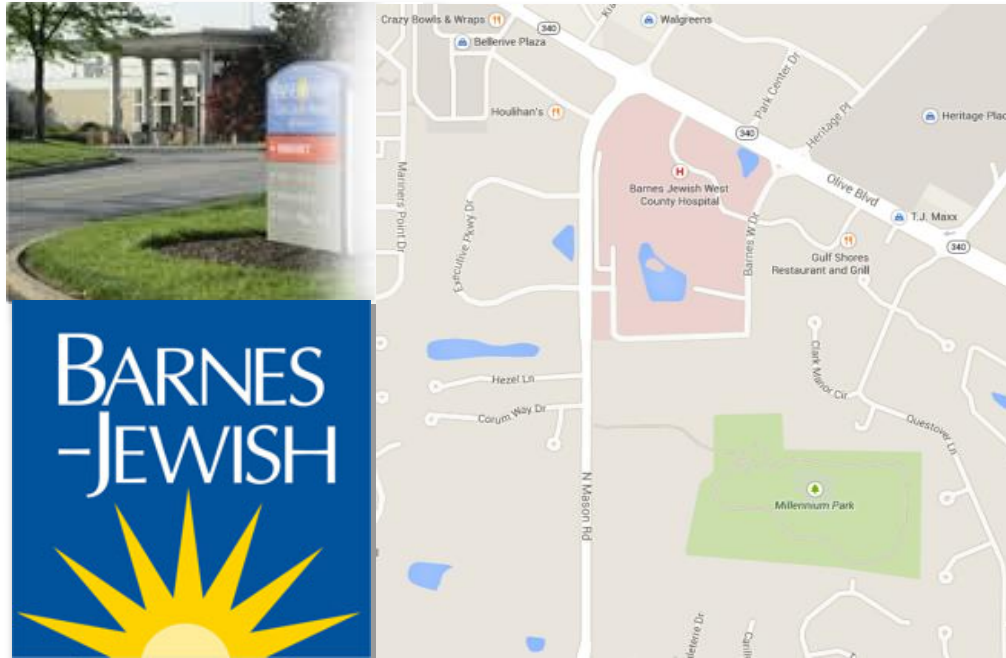
Barnes-Jewish West County Hospital Campus Update and BJC Hospice House

CIVIL ENGINEER

STOCK & ASSOCIATES
Consulting Engineers, Inc.

**ARCHITECT
(HOSPICE HOUSE)**

TRIVERS



BARNES-JEWISH
West County Hospital
BJC HealthCare

Existing Aerial



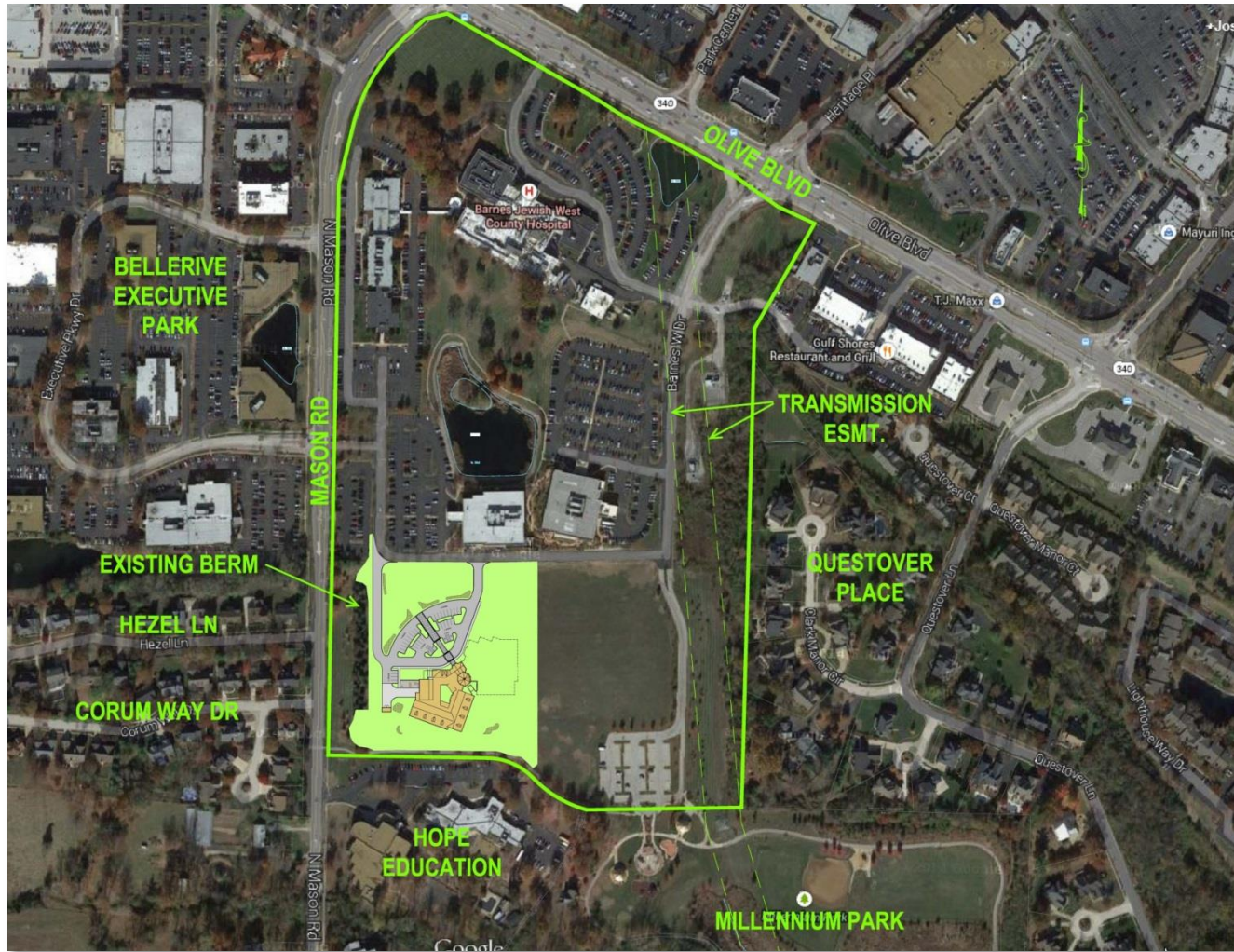
Existing Site Landscaping



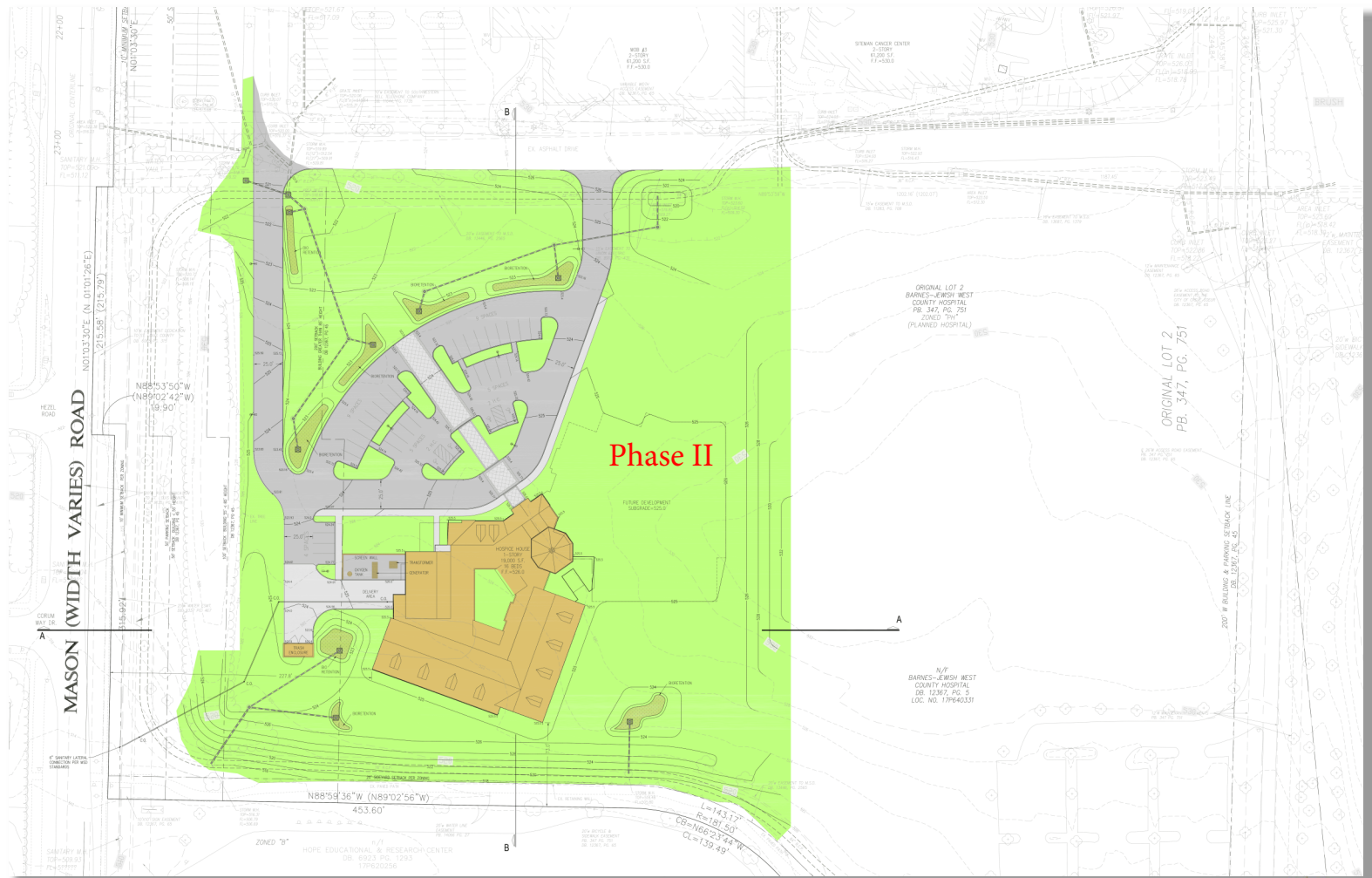
Attachment: BJC West County Campus plan 10 16 14_16-handed out during public hearing

[illegible]

Aerial Overlay



Site Development Plan





Landscape Plan

Preliminary Planting Legend

Symbol	Qty.	Description	Size	Plant Types	Mature Height
(A)	56	Canopy Tree	3" caliper	Red Maple English Oak Zekova Bald Cypress Linden	5 5 4 5 3
(B)	52	Flowering Tree	2" caliper	Red Bud Snowdrift Crab Serviceberry	2 1 2
(C)	30	Evergreen Tree	6' H.	White Spruce Norway Spruce	5 4
⊗	121	Shrubs	18-24"	Spiraea Holly Hypericum Viburnum	

Berm Perspective

Hezel Lane



Corum Way



SECTION B-B
SCALE: 1"=30' (H/V)

SECTION A-A
SCALE: 1"=30' (H/V)

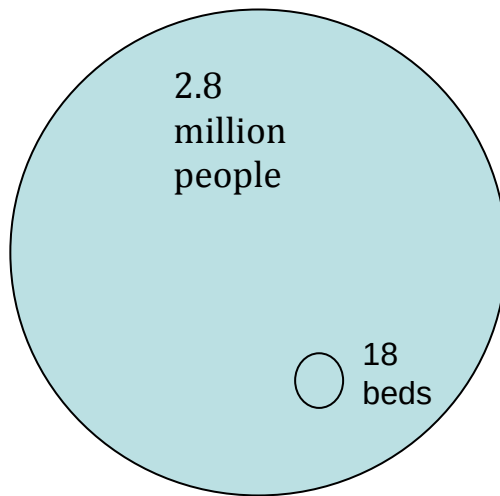
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BJC Hospice House

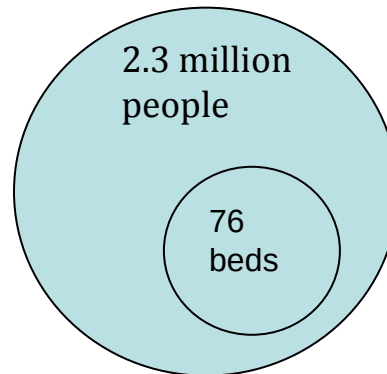


St. Louis Region – Critical Void in Hospice Care

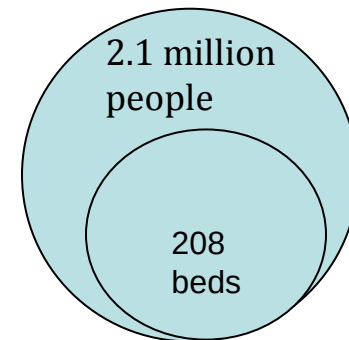
St. Louis



Kansas City



Cleveland





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**APPLICATION TO PLANNING AND ZONING COMMISSION
#14-032 BARNES JEWISH WEST COUNTY HOSPITAL SITE CONCEPT PLAN
AND APPROVAL OF A CONDITIONAL USE PERMIT AND SITE DEVELOPMENT
PLAN FOR A 16-BED HOSPICE HOUSE**

FOR THE MEETING OF: October 20, 2014

LOCATION: 12634 Olive Boulevard.

REQUEST: Barnes Jewish West County Hospital, located at 12634 Olive Boulevard, Creve Coeur MO, has submitted a request for approval of the site concept plan for the campus that includes a future 96 bed, multi-floor replacement hospital and a 32-bed hospice facility, and approval of the conditional use permit and site development plan for Phase I of "Hospice House," a 19,000 square-foot ranch-style, 16-bed facility.

ADDITIONAL INFORMATION: The BJC West County Hospital campus is a 54 acre site located south of Olive Boulevard and east of Mason Road. Existing uses on the site include the main hospital building, and four medical office buildings. A Site Concept Plan was approved by the City Council in 1999, and amended in 2004. In 2004, a Site Development Plan was approved which involved a 5,000 square foot addition to the hospital's emergency room. On May 19, 2008 the Planning and Zoning Commission approved a Minor Site Development Plan for two new building additions to the Siteman Cancer Center building totaling 2,679 square feet. The Concept Plan expired in 2011. The subject property is zoned PH-Planned Hospital District.

Inpatient care hospices facilities are categorized as Nursing Care Facilities (NAICS 623110) and are permitted as conditional uses with review and approval by the City Council upon the recommendation of the Planning and Zoning Commission in the PH District.

APPLICANT: Douglas Black, President
Barnes West County Hospital
12634 Olive Boulevard
Creve Coeur, MO 63141

APPLICANT'S REPRESENTATIVE: George Stock
Stock & Assoc. Consulting Engineers, Inc.
257 Chesterfield Business Pkwy
Chesterfield, MO 63005

Key Issues:

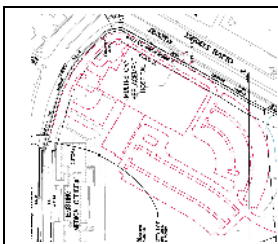
- Does the request further the goals and/or implement the Comprehensive Plan?
- Does the request follow the Design Guidelines?

Comp. Plan References

- West Olive Corridor

Zoning Code References

- Section 405.210: Regulation of Uses
- Section 405.310 "PH" Planned Hospital District
- Section 405.470: Conditional Uses
- Section 405.1080: Site Concept, Site Development And Minor Site Plan Approval
- Section 405.820 Required Off-Street Parking Spaces

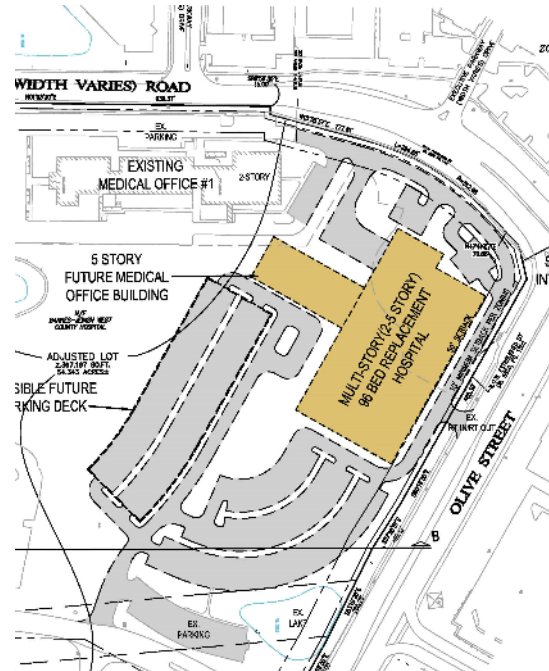
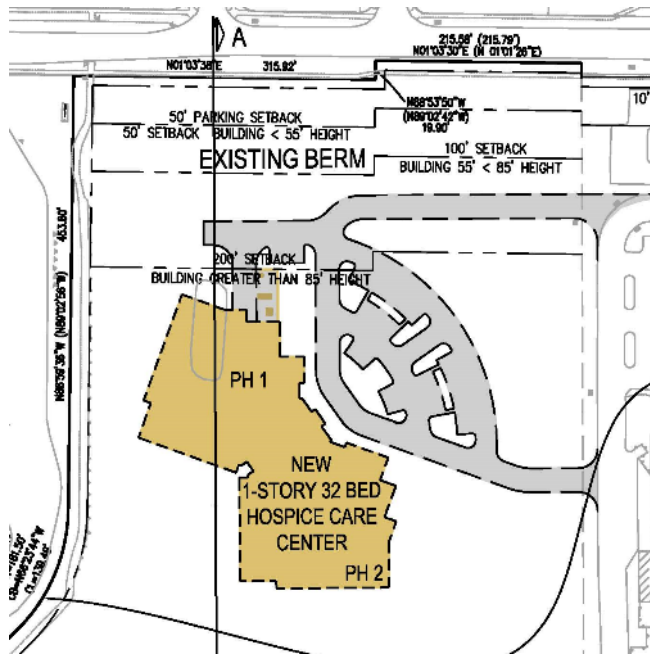


REPORT PREPARED BY: Whitney Kelly, AICP, City Planner, October 15, 2014.

ATTACHMENTS: Applicant's Materials submitted September 19, 2014.
Revised Site Concept plan submitted October 13, 2014
Applicant's PowerPoint presented on 9/26/14 with Hope/Andrew's Academy,
9/29/14 with the Subdivisions West of Mason, and 10/1/14 with Questover
Subdivision.

BACKGROUND AND PROPOSAL

The proposed Site Concept Plan includes Phase I and II, 38,000 square-foot hospice facility, and a 264,000 square-foot hospital with possible parking structure. Below is a close-up of the proposed new developments for the campus



The Applicant is seeking approval of the site development plan and the conditional use permit for Phase I of the Hospice Care Center. The existing berm along Mason will provide significant screening, and the applicant will carry the berm and landscaping around the building, per the detail of the plan below:

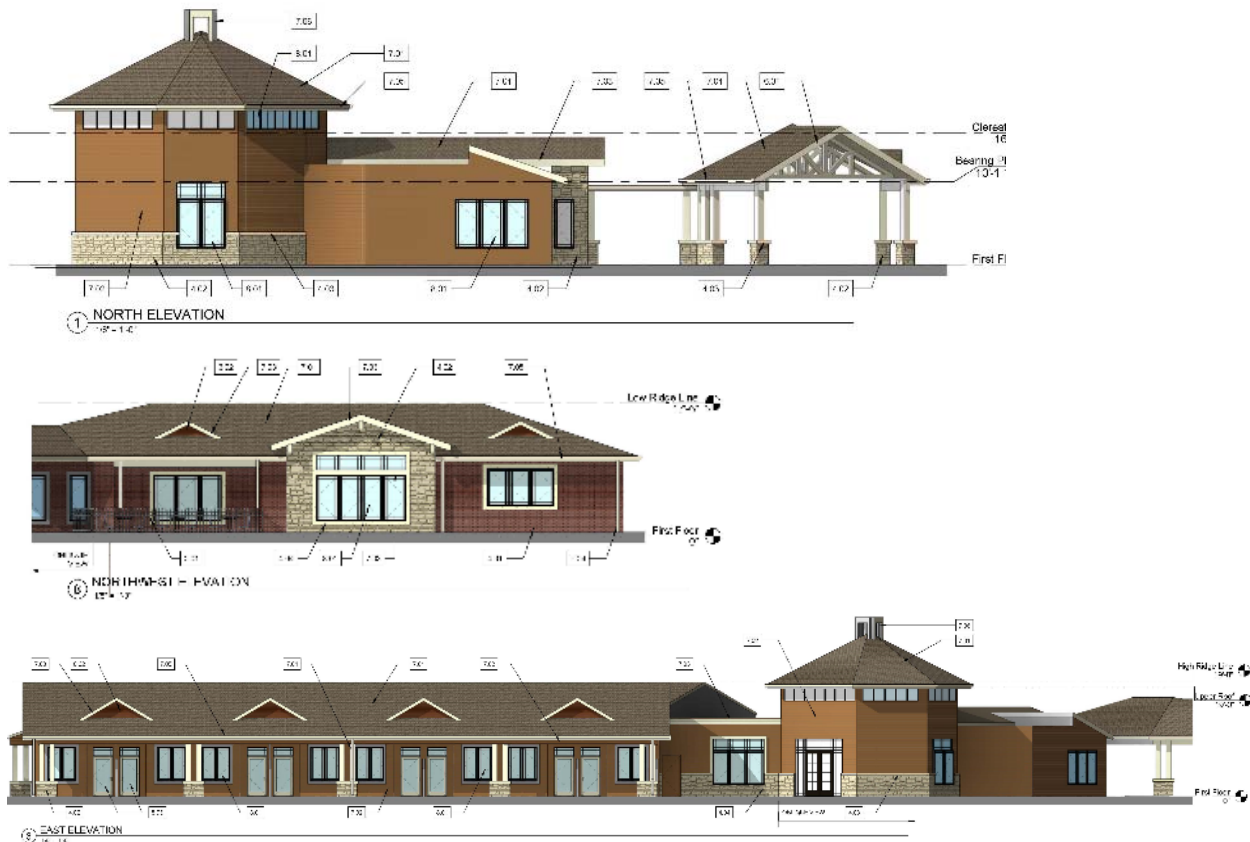


The proposed facility is a 19,000 square foot, ranch style, 16 bed hospice house to provide the level of specialty care needed for patients with acute end-of-life needs. The building has a single story, and is residential in character. The materials consist of fiber cement siding with a cast stone trim, that are consistently carried around all sides of the building.

Below is a rendering of the proposed building from the Applicant's presentation to the neighbors:



Below are details of the elevations from the Applicant's materials:



LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

DIRECTION	USE	ZONED	SEPARATED BY
North	Office, Retail, Restaurant	CB Core Business District	Olive Boulevard
South	School, Park	C Single Family Residential	N/A
East	Office, Retail Residential	GC General Commercial District AR Attached Single Family & B Single Family Residential Districts	N/A
West	Retail, Restaurant Office Residential	GC General Commercial District PO Planned Office District D Single Family Residential District	Mason Road

COMPREHENSIVE PLAN REVIEW

The subject property is located within the West Olive Corridor Action Area that has a vision to include a high-quality, contained business area that connects with and co-exists in a compatible fashion with the adjacent single-family neighborhoods. Open spaces and pedestrian facilities will be increased with pedestrian connections between residential and commercial areas. The Subject Property is specifically addressed as Key Property 4, where it is envisioned to continue to develop and expand as a hospital campus, where special attention should be given to any negative impacts associated with site development, building design and materials, landscaping access, signage, parking lot locations and lighting, as well as other impacts.

The Residential Preservation and Economic Development Section of the West Olive Corridor include a goal of protecting single-family residential areas from intrusions of non-residential uses. Further, the Comprehensive Plan recommends that all new development or redevelopment of non-residential uses comply with the City's Design Guidelines, orient buildings toward Olive Boulevard in a consistent fashion, with parking encouraged to the sides or rear of the buildings, and require that new buildings adjacent to residential areas be compatible with regard to building scale, massing, and materials. Applicants must improve the appearance of the backs or sides of buildings adjacent to residential area, including covering utility boxes and meters, and adding architectural treatments of facades similar to front facades, landscaping strips or other buffers, and opaque screening of dumpsters and mechanical equipment. (p. 61-62). The most intense use of the site will remain located along Olive Boulevard where the new future hospital facility will be placed at the northwest corner of the property, where the building will have multiple floors, with the most intense development of five floors within the center of the future new building with two and three floors closest to the street. The parking of the hospital will be in place of the existing structure to the side and rear of the building, thus in keeping with the Comprehensive Plan. The quasi-residential and hospital nature of the proposed hospice facility, along with building's design and orientation on the site, was done to minimize conflicts between the operation of the facility and the nearby residents and the school. Along with the significant landscaping surrounding the building, the proposed development meets with the intent of the Comprehensive Plan, where the property is already zoned Planned Hospital.

Additionally, the Comprehensive Plan does call for a "green line" park along Olive Boulevard. The existing parcel for the hospital campus has an inconsistent right-of-way along Mason Road, where little room for street trees are provided. Greater review of a landscape plan for the hospital will come with future site development plans. However, Staff recommends that a condition of approval of the concept plan include a dedication of a consistent right-of-way prior to further development to provide adequate width for sidewalks and landscaping to meet with Section 405.540 Landscaping, including street trees,

along Mason Road. There will also have to be adequate landscaping along Olive Boulevard to meet with the intent of the landscaping requirements and the “green line park” of the Comprehensive Plan.

DESIGN GUIDELINES ANALYSIS

Physical Features and Site Relationships:

The Design Guidelines provide specific direction for the redevelopment of properties including the recommendations for high quality, pedestrian scale and walkable areas, and avoidance of spatial gaps and interruptions along the “streetscape” caused by parking or other non-pedestrian elements, such as building gaps, driveways, and service entries. Elements such as delivery zones, storage areas, trash enclosures, transformers, generators and similar features should be sited in areas which are generally not visible to the public or they must be screened from view. (p. 4). As proposed, the hospice facility will be largely screened from public view along Mason Road by the existing berm and the site development plan indicates that mechanical equipment and trash will be enclosed.

Structures:

The Design Guidelines state that the materials should have good architectural character, be durable, and be selected for their compatibility with adjoining buildings and properties. Natural, traditional building materials are encouraged with a preference toward “green” materials that can be recycled. Highly reflective and/or synthetic materials are discouraged. EIFS and concrete masonry should not be the predominant building materials, but EIFS can be used as a way to accentuate an architectural element if it is limited to an area not subject to damage or abuse. Also, concrete masonry should be limited to split face or burnished units. (p. 9).

The elevations submitted indicate that cement board siding would be the majority of the building material used, with a stone accent on all of the elevations, which meets with the Design Guidelines. However, the Applicant has not submitted a sample of materials to be used. Staff recommends that the Applicant demonstrate to the Commission the sturdiness and architectural quality of the materials proposed prior to Commission approval. The same materials should be applied to the trash enclosure and the attached draft ordinance contains a condition of approval requiring that the trash enclosure shall be of a material that is consistent with the building.

Landscape:

The Design Guidelines also provide the following recommendations on the landscape design:

Chapter 4 / Landscape Design

1. *The City of Creve Coeur strongly encourages high quality landscaping that accentuates the building and site, softens the effects of parking area and enhances the quality of life of the City. All landscape plans should exhibit a clear design concept.*
2. *There should be a consistency of landscape design throughout a development. Different landscape themes may be used to heighten the distinction between spaces, and to strengthen a sense of movement and space, but such themes should be internally consistent*
6. *Parking areas, traffic-ways and parking structures are to be enhanced with landscaped spaces containing trees, tree groupings, and shrubbery or other landscape enhancements, including berms.*
8. *Landscaped areas are to be maximized and balanced throughout the site. Tree and shrub plantings should be grouped together to create strong accent points with the site plan.*
10. *The scale and nature of landscape materials are to be appropriate to the site and/or the structure. Large-scale landscaping generally should complement large-scale buildings. Landscaping of sites on major streets should include large-scale trees.*

The submitted landscape plan shows that the Applicant will maintain the berm and existing trees along Mason Road and will continue these around the building along the south property line to provide screening from those visiting the school.

Street trees and landscaping are provided throughout the site to provide screening of the parking lot, the interior driveways and the circulation pattern, in conformance with the minimum requirements of the Zoning Ordinance. However, the plan does not provide much detail on the types of plant materials and the landscaping within the parking lot islands, only minimally meets with the Zoning Code requirements. Further, the planting design lacks visual detail and interest from the perspective of building occupants who might only be able to appreciate the landscape from inside the building. Therefore a condition of approval includes that the applicant shall submit a revised Landscape Plan that includes a detailed plant listing (not to include plant materials that are listed as invasive species, such as Burning Bush), and that will further the intent of the Design Guidelines around the building and within the parking lot.

ZONING REVIEW

A site concept plan is intended to provide a basis for reviewing future site development plans which will include items such as landscaping, tree preservation, site grading, and stormwater management. The applicant is required to submit site development plans for each phase of the concept plan. The individual site plans will provide more detailed information including architectural elevations, landscape plans, and specific information on the building's use, bulk, and placement.

The purpose of the PH District states that the district shall provide, by site concept and site development plan approval by the Planning and Zoning Commission and City Council, for the orderly planned development of major health care facilities consisting of hospitals, clinics, medical offices, extended care facilities and residences for medical center employees, research facilities, laboratories and other related ancillary or support facilities.

The proposed site concept indicates two new buildings: the multi-floor replacement hospital at the northwest corner at Olive Boulevard with a parking structure where the existing facility is located; and, the 32-bed hospice facility at the southwest corner. The proposed total build-out shows that the site coverage will be 43.3%, where the maximum site coverage is 63%. The proposed hospital will be built at the 50-foot setback line from Olive Boulevard and Mason Road, while the hospice facility is 73 feet from the side property line, where 20 feet is the minimum side yard setback. The maximum floor area ratio for the entire campus allowed is 0.45, and the current concept plan indicates a FAR of 0.2. Thus, the proposed development meets with the intent as well as all of the regulations of the district.

Nursing Care Facilities Conditional Use Requirements.

Inpatient care hospice facilities are categorized as Nursing Care Facilities (NAICS 623110) and are permitted as conditional uses in the PH District. Section 405.470 Conditional Uses provides for the minimum requirements necessary for uses within the PH District, per the following:

Section 405.470. Conditional Uses

A. Conditional uses allowed in zoning districts are as follows:

23. *Nursing care facilities, residential mental retardation, mental health and substance abuse facilities, and community care facilities for the elderly — NAICS 623110, 623210, 623311 and 623990 (except boot camps and halfway group homes) (conditional use in the "HE", "PH", "PC", "GC" and "CB" districts).*
 - a. *Shall be located on sites of at least three (3) acres.*
 - b. *The density of development (for apartment-type units) within a personal care facility shall not exceed twenty (20) dwelling units per acre. Living units with cooking facilities shall count as one (1) dwelling unit and living units without cooking facilities shall count as two-thirds (2/3) of a dwelling unit for purposes of calculating the density of development.*
 - c. *Personal care facilities shall be primarily residential in character; however, convalescent and nursing homes, centralized eating facilities for residents of the facility, medical facilities and similar uses associated with the long- or short-term care of patients may be included.*

d. No building shall be located within fifty (50) feet of any property line.

The subject property is 54.3 acres and the proposed Phase I and Phase II will consist of a total of 32 beds, well within the maximum number of units allowed. The building is primarily residential in nature, and as mentioned above the closest point of the building to the south property line is 73 feet. Thus the project meets with the minimum requirements for a conditional use.

Landscaping

As discussed above, the proposed Landscape Plan should provide significant screening of the building from the public right-of-way and for the property to the south. It meets with the minimum requirements for the minimum number of trees within the parking lot as well. However, as stated in the Design Guidelines discussion above, the landscaping near the building and within the island should be enhanced. Also, the plan does not indicate that an underground irrigation system has been included, contrary to the requirement below. Therefore, Staff has included a condition of approval that the Applicant submit a new Landscape Plan for the Zoning Administrator's approval and that an underground irrigation system shall be included.

SECTION 405.540: LANDSCAPING

F. Design Standards For Landscape Plans

10. *All landscaping shall be permanently maintained in good condition with at least the same quality and quantity of landscaping as initially approved. In order to present a healthy, neat and orderly appearance, all landscaped areas including interior parking lot islands and grass areas shall be provided with adequate irrigation for the maintenance of grass, shrubs, ground covering and other landscaping. An underground irrigation system shall be installed, operated and maintained to meet the intent of this Section. Such systems shall be required for all new developments and redevelopment projects. For sites proposing additions and/or expansions, an underground irrigation system shall be installed, operated and maintained to meet the intent of this Section, where physically practical and reasonable, as determined by the Planning and Zoning Commission.*

Parking

The site development plan indicates that a total of 36 spaces are provided where at a complete build out of 32 beds only 16 spaces are required, per the parking regulations:

SECTION 405.820: REQUIRED OFF-STREET PARKING SPACES

B. General Parking Requirements.

8. *Health care and social assistance (NAICS 62).*
 - b. *Nursing and residential care personal care facilities (NAICS 623). One (1) space per two (2) patient beds.*

Lighting

The Applicant's photometric plan indicates that no direct light will be leaving the property, and should meet with the illumination requirements below:

SECTION 405.810: DESIGN AND MAINTENANCE STANDARDS

4. *Lighting. Any off-street parking or loading area used between 6:00 P.M. and 6:00 A.M. shall contain a system of lighting to provide an adequate standard of at least one (1) foot-candle of illumination over the area of the parking area to be used. All lighting shall be arranged to deflect, shade and focus lights away from adjacent properties, shall be designed so as not to create more than one (1) foot-candle of illumination at any property boundary abutting a residential zoning district and shall comply with all provisions of*

Section 405.680. Any land use which utilizes an off-street parking or loading area between 6:00 P.M. and 6:00 A.M. an average of less than four (4) days per month may be exempted from this requirement by the Planning and Zoning Commission.

SUMMARY AND RECOMMENDATION

The proposal represents a substantial change for this site. However, the use would appear to meet with the intent of the Comprehensive Plan by offering a compatible use within the Planned Hospital District. Below is a summary of the Staff recommended conditions of approval in addition to usual and customary conditions regarding process, conformance with plans and development quality:

Concept Plan

- Site development plan approval is required for all future development of the site depicted on the Site Concept Plan, in accordance with Section 405.1080 of the Zoning Ordinance.
- Subject to approval by St. Louis County Department of Highways and Traffic, all applicable site development plans shall include the dedication of land to the public to form a consistent right-of-way along Mason Road with adequate width for sidewalks and landscaping to meet with Section 405.540 Landscaping, including street trees.
- All site development plans shall provide adequate landscaping along Olive Boulevard to meet with the intent of the landscaping requirements and the “green line park” goal of the Comprehensive Plan. Any landscaping to be located within the Olive Boulevard right-of-way will require prior approval from the Missouri Department of Transportation.

Hospice Conditional Use Permit

- The conditional use permit shall be for the operation of a 19,000 square-foot, 16-bed inpatient-care hospice facility (NAICS 623110), within the Barnes Jewish West County Hospital Campus, at 970 North Mason Road.
- The Landscape Plan for the hospice facility shall be revised to provide additional landscaping that more fully meets with the Comprehensive Plan and Design Guidelines as discussed in the staff report on Application #14-032, subject to the approval of the Zoning Administrator.
- An underground irrigation system shall be installed as required under Section 405.540(10). All landscaping shall be maintained per the approved Landscape Plan and any vegetation that is totally or predominantly dead and/or disfigured due to disease or injury shall be replaced as needed and in a prompt and workmanlike manner as dictated by accepted horticultural standards.
- The trash enclosure shall be built of materials that are consistent with the building, subject to the Zoning Administrator’s approval.

ACTION

After hearing the testimony during the public hearing, if the Planning and Zoning Commission believes that the remaining issues are sufficiently minor that the project should proceed forward with the noted changes being made before any permits are issued, then recommendations should be made to the City Council. Note that separate motions on the concept plan approval and conditional use permit approval are suggested to allow separate discussion prior to the vote and modification of approval-specific conditions.

The following is an example of an appropriate motion for a recommendation on the site concept plan:

“I move to recommend approval of the Site Concept Plan for the Barnes Jewish West County Hospital campus, subject to the conditions contained in the draft ordinance attached to the staff report on Application #14-032 presented at the meeting of October 20, 2014.” (Conditions may be added, eliminated, or modified by preceding motion.)

The following is an example of an appropriate motion for a recommendation on the hospice facility conditional use permit:

“I move to recommend approval of the conditional use permit for a 19,000 square-foot 16-bed Hospice House, at 970 North Mason Road, on the Barnes Jewish West County Hospital campus, subject to the conditions contained in the draft ordinance attached to the staff report on Application #14-032 presented at the meeting of October 20, 2014.” (Conditions may be added, eliminated, or modified by preceding motion.)

If the Commission believes the application should be continued until the subsequent meeting to provide members an opportunity to review requested changes, then the following motion would be appropriate:

“I move to continue discussion of Application #14-032 to the meeting of November 3, 2014, to allow the applicant time to amend the proposal as requested by the Planning Commission.”

APPENDIX 1: COMPREHENSIVE PLAN

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

APPENDIX 2: ZONING CODE

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

APPENDIX 4: SITE PHOTOGRAPHS	Photo Date:10/14/2014
	Description: View looking northwest toward the existing berm from the Hope Montessori School parking lot.
	Description: View looking north from the Hope Montessori School parking lot toward the proposed location for the Hospice House.
	Description: View looking west from the Millennium Park parking lot toward the propose Hospice facility location

	Description: Photo from the Applicant's materials of the view looking east at the existing berm from Corum Way.
	Description: View looking north toward Olive Boulevard and the future replacement hospital location.
	Description: View looking west from the front of the existing hospital toward Mason Road and Olive Boulevard intersection at the area of the future hospital location.

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A NEW SITE CONCEPT PLAN FOR THE
BARNES JEWISH WEST COUNTY HOSPITAL CAMPUS AND APPROVING A
CONDITIONAL USE PERMIT AND SITE DEVELOPMENT PLAN FOR A
HOSPICE FACILITY ON THE PROPERTY ADDRESSED AS 970 NORTH
MASON ROAD.**

WHEREAS, Section 405.310 (D) of the Municipal Code states that any site concept plans and development and/or redevelopment plans for properties within “PH” Planned Hospital district require Planning and Zoning Commission and City Council review and approval; and

WHEREAS, an application was made by Douglas Black, President of Barnes West County Hospital, for a new Site Concept Plan for the Barnes Jewish West County Hospital campus, which includes a new hospice care facility, as provided by Section 405.1080.D., Site Concept Plans; of the Zoning Ordinance; and

WHEREAS, under Chapter 405, Table A, of the Creve Coeur Code of Ordinances, skilled nursing facilities, including hospice care (NAICS 623110), in the “PH” Planned Hospital zoning district, require the issuance of a conditional use permit as provided in Section 405.1070, Conditional Use Permits; and

WHEREAS, in accordance with Section 405.1070 of the Zoning Ordinance, the applicant has also submitted an application for conditional use permit approval of a 19,000 square-foot hospice care facility with 16-beds on the property addressed as 970 North Mason Road; and

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Monday, October 20th, 2014, beginning at 7:00 p.m., or immediately following the close of the previous agenda item, on said applications for the concept plan and conditional use permit as provided by Section 405.1070(D)(2); and

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

WHEREAS, the Planning and Zoning Commission reviewed and, by a _____ vote, recommended approval of the new site concept plan, subject to conditions, at its meeting on October 20, 2014; and

WHEREAS, the Planning and Zoning Commission reviewed and, by a _____ vote, recommended approval of the conditional use permit for the hospice facility, subject to conditions, at its meeting on October 20, 2014; and

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

WHEREAS, the City Council being fully informed finds that approving the concept plan for the property would be in harmony with and bear a substantial relation to the public welfare, health, safety, comfort and convenience of the citizens of the City of Creve Coeur and in the public interest and in good zoning practice; and

Attachment: Draft Ordinance (1122 : Bill No. 5523 - BJC Concept Plan/Hospice CUP)

BILL NO. _____

ORDINANCE NO. _____

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

1. Will contribute to and promote the community welfare and convenience at the specific location.
2. Will not cause substantial injury to the value of neighboring property.
3. Meets the applicable provisions of the City's Comprehensive Plan and any applicable neighborhood or sector plans and complies with other applicable zoning district regulations and provisions of this Chapter, unless good cause exists for deviation therefrom.
4. Will be compatible with the surrounding area and thus will not impose an excessive burden or have a substantial negative impact on surrounding or adjacent users or on community facilities or services.

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

Section 1: SITE CONCEPT PLAN

1. The Site Concept Plan for Barnes Jewish West County Hospital is hereby approved as depicted on the "Site Concept Plan" prepared by Stock and Associates, and dated September 19, 2014, in conjunction with Planning and Zoning Application #14-032, which property is more specifically described as follows:

TO BE PROVIDED

2. The approval of said Site Concept Plan is subject to the following conditions:
 - a. Site development plan approval is required for all future development of the site depicted on the Site Concept Plan, in accordance with Section 405.1080 of the Zoning Ordinance.
 - b. Subject to approval by St. Louis County Department of Highways and Traffic, all applicable site development plans shall include the dedication of land to the public to form a consistent right-of-way along Mason Road with adequate width for sidewalks and landscaping to meet with Section 405.540 Landscaping, including street trees.
 - c. All site development plans shall provide adequate landscaping along Olive Boulevard to meet with the intent of the landscaping requirements and the "green line park" goal of the Comprehensive Plan. Any landscaping to be located within the Olive Boulevard right-of-way will require prior approval from the Missouri Department of Transportation.

Section 2: A Conditional Use Permit is authorized to be issued pursuant to Section 4 hereof for the operation of a skilled nursing facility, including only hospice care (NAICS #623110), located in the PH (Planned Hospital) zoning district, whose legal description is as follows:

TO BE PROVIDED

Section 3: The Conditional Use Permit granted herein shall be subject to all applicable statutes, ordinances, rules and regulations, and the following conditions:

BILL NO. _____

ORDINANCE NO. _____

1. The conditional use permit shall be for the operation of a 19,000 square-foot, 16-bed inpatient-care hospice facility (NAICS 623110), within the Barnes Jewish West County Hospital Campus, at 970 North Mason Road.
2. The applicant is required to submit a Site Improvement Permit application, showing all exterior improvements, as required by Section 420.070 of the Land Disturbance Code. The permit application shall be in substantial conformance with the "Site Development Plan" and "Site Sections," both dated September 19, 2014, and submitted by Stock & Associates, Consulting Engineers, Inc., as bound together and submitted in conjunction with Application #14-032.
3. The applicant is required to submit a Building Permit application, as required by Article II of the Building Code. Exterior elevations shall be in substantial conformance with the "Building Elevations" issue date June 4, 2012, and submitted by Trivers Associates, Inc., as bound together and submitted in conjunction with Application #14-032.
4. The Applicant shall submit a final Landscape Plan in substantial conformance with the "Concept Landscape Plan," dated September 19, 2014, and submitted by Loomis Associates, Inc., as bound together and submitted in conjunction with Application #14-032, except that additional landscaping shall be shown on the plan that more fully meets with the Comprehensive Plan and Design Guidelines as discussed in the staff report on Application #14-032, subject to the approval of the Zoning Administrator.
5. An underground irrigation system shall be installed and maintained to serve all new landscaped areas.
6. Vegetation that is totally or predominantly dead and/or disfigured due to disease or injury shall be replaced as needed and in a prompt and workmanlike manner as dictated by accepted horticultural standards.
7. All exterior heating, ventilation and air conditioning (HVAC) equipment shall be located within a sight-proof enclosure extending no less than two feet higher than the tallest equipment within the enclosure if located on the ground or, if building mounted, hidden from ground-level view by the roof or walls of the building.
8. All mechanical equipment installed for the site shall be properly screened with materials consistent with the hospice building, for the Zoning Administrators approval.
9. All accessory structures, including the supporting structure of any ground monument sign, shall be of materials consistent with the hospice building, for the Zoning Administrators approval.
10. All lighting shall be in conformance with Section 405.680, Lighting, of the Zoning Code.
11. All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code.
12. Any kitchen facilities shall use a tempered makeup air system. Such system shall be regularly cleaned and maintained in order to reduce cooking smells.
13. Any steam cleaning of the kitchen equipment shall occur between 8:00 AM and 9:00 PM
14. Any employee smoking area shall be located in compliance with Section 215.090: Prohibition Of Smoking In Places Of Employment And Public Places of the Code of Ordinances.
15. The Applicant shall provide to the City a copy of all current licenses issued by the State of Missouri for the operation of the hospice facility, to be kept on file with the City for public inspection.
16. Any future enlargement, extension, expansion or alteration in the use of the structures or site must be approved by the City Council upon receipt of the recommendation of the Planning and Zoning Commission as an amendment to the Conditional Use Permit before a Building Permit for the enlargement, expansion or alteration may be issued.
17. Failure to comply with any one or all of the conditions of this permit shall be adequate cause for the revocation of said permit by the City Council, provided, however, no permit shall be revoked without prior notice to the owner of the intention of the City Council to

BILL NO. _____

ORDINANCE NO. _____

revoke this permit and reasonable time granted to the owner to correct or remedy any such breach of conditions, except for repeated breaches or violations.

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

Section 4: The City Administrator of the City of Creve Coeur is hereby authorized and directed to issue a Conditional Use Permit in accordance with the provisions of this ordinance, said permit to expressly provide for the conditions and stipulations hereinabove set out in Section 3 of this ordinance. Exercise of the rights granted pursuant to the issued permit shall constitute acceptance of all conditions and stipulations set forth herein.

Section 5: This ordinance shall become effective in accordance with Section 3.11 (g) of the City Charter.

ADOPTED THIS ____ DAY OF _____, 2014.

CHARLOTTE D'ALFONSO
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2014.

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK

Attachment: Draft Ordinance (1122 : Bill No. 5523 - BJC Concept Plan/Hospice CUP)

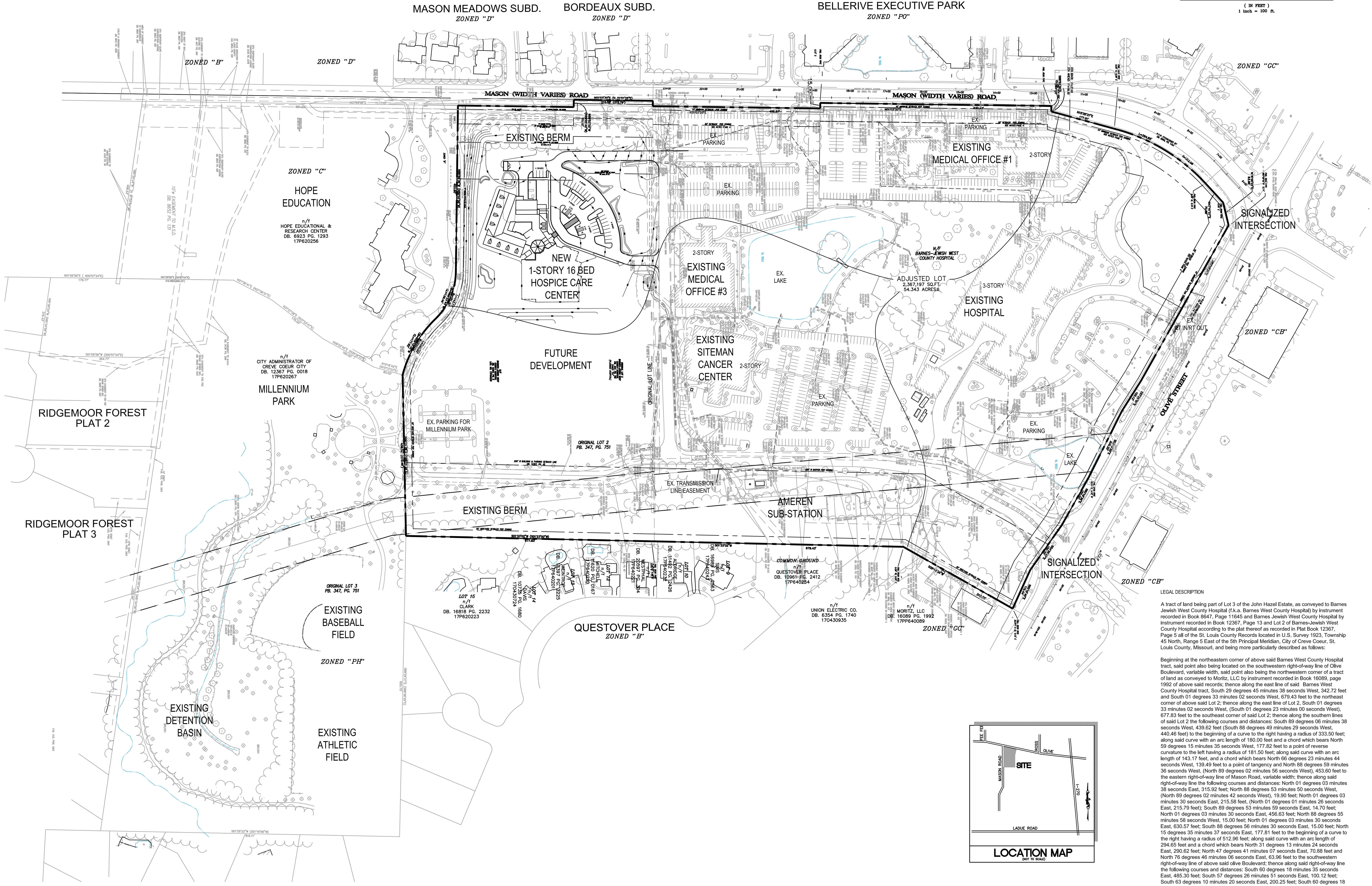
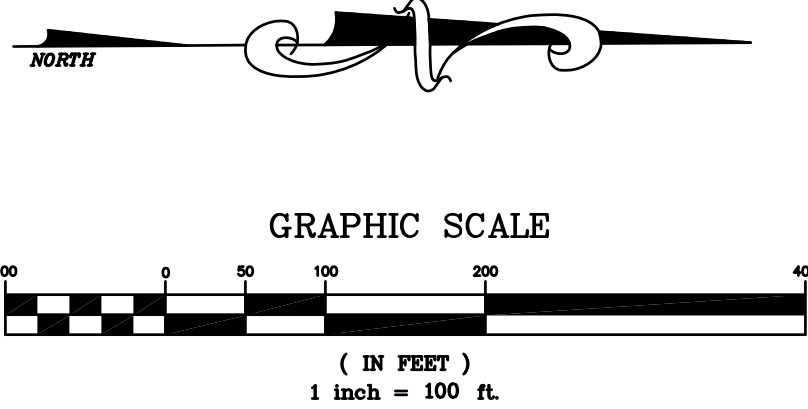
1.6.6

SITE DEVELOPMENT PLAN FOR BJC WEST COUNTY HOSPITAL - HOSPICE HOUSE

A tract of land being part of Lot 3 of the John Hazel Estate, as conveyed to Barnes Jewish West County Hospital by instrument recorded in Book 8647, Page 11645 and Barnes Jewish West County Hospital by instrument recorded in Book 12367, Page 13 and Lot 2 of Barnes-Jewish West County Hospital according to the plat thereof as recorded in Plat Book 12367, Page 5 all of the St. Louis County Records located in U.S. Survey 1923, Township 45 North, Range 5 East of the 5th Principal Meridian, City of Creve Coeur, St. Louis County, Missouri

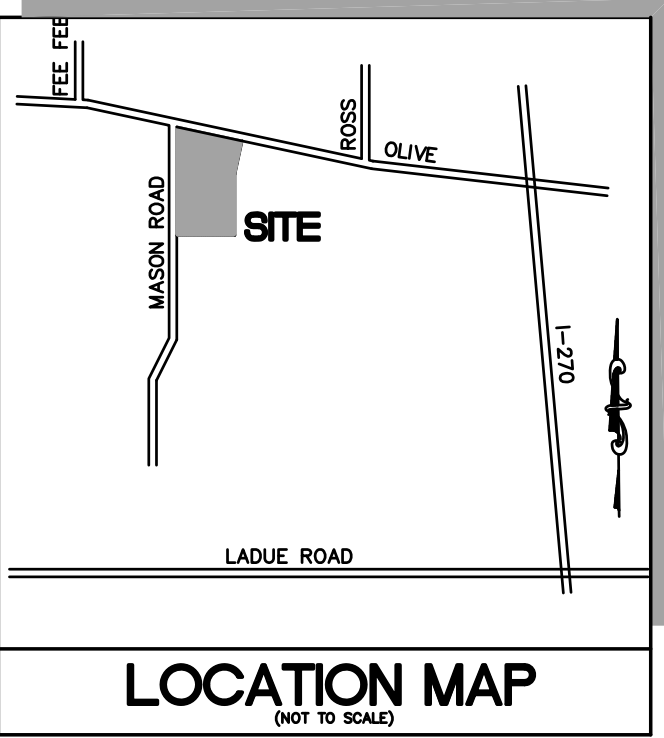
DRAWING INDEX

- 1-CAMPUS SITE PLAN
- 2-SITE DEVELOPMENT PLAN
- 3-SITE SECTIONS
- 4-SITE PHOTOMETRICS
- CL-1-CONCEPT LANDSCAPE PLAN
- A-501-BUILDING ELEVATIONS



LEGAL DESCRIPTION
A tract of land being part of Lot 3 of the John Hazel Estate, as conveyed to Barnes Jewish West County Hospital (f.k.a. Barnes West County Hospital) by instrument recorded in Book 8647, Page 11645 and Barnes Jewish West County Hospital by instrument recorded in Book 12367, Page 13 and Lot 2 of Barnes-Jewish West County Hospital according to the plat thereof as recorded in Plat Book 12367, Page 5 all of the St. Louis County Records located in U.S. Survey 1923, Township 45 North, Range 5 East of the 5th Principal Meridian, City of Creve Coeur, St. Louis County, Missouri, and being more particularly described as follows:

Beginning at the northeastern corner of above said Barnes West County Hospital tract, said point also being located on the southwestern right-of-way line of Olive Boulevard, variable width, said point also being the northwestern corner of a tract of land as conveyed to Mortiz, LLC by instrument recorded in Book 16089, page 1992 of above said records; thence along the east line of said Barnes West County Hospital tract, South 29 degrees 45 minutes 38 seconds West, 342.72 feet and South 01 degrees 33 minutes 02 seconds West, 679.43 feet to the northeast corner of above said Lot 2; thence along the east line of Lot 2, South 01 degrees 33 minutes 02 seconds West, (South 01 degrees 23 minutes 00 seconds West), 677.83 feet to the southeast corner of said Lot 2; thence along the southern lines of said Lot 2 the following courses and distances: South 89 degrees 06 minutes 38 seconds West, 439.62 feet (South 88 degrees 49 minutes 29 seconds West, 440.46 feet) to the beginning of a curve to the right having a radius of 333.50 feet; along said curve with an arc length of 180.00 feet and a chord which bears North 59 degrees 15 minutes 35 seconds West, 177.92 feet to a point of reverse curvature to the left having a radius of 181.50 feet; along said curve with an arc length of 143.17 feet, and a chord which bears North 66 degrees 23 minutes 44 seconds West, 139.49 feet to a point of tangency and North 88 degrees 59 minutes 36 seconds West, (North 89 degrees 02 minutes 56 seconds West), 453.60 feet to the eastern right-of-way line of Mason Road, variable width; thence along said right-of-way line the following courses and distances: North 01 degrees 03 minutes 38 seconds East, 315.92 feet; North 88 degrees 53 minutes 50 seconds West, (North 89 degrees 02 minutes 42 seconds West), 19.90 feet; North 01 degrees 03 minutes 30 seconds East, 215.58 feet, (North 01 degrees 01 minutes 26 seconds East, 215.79 feet); South 89 degrees 53 minutes 59 seconds East, 14.70 feet; North 01 degrees 03 minutes 30 seconds East, 456.63 feet; North 88 degrees 55 minutes 58 seconds West, 15.00 feet; North 01 degrees 03 minutes 30 seconds East, 630.57 feet; South 88 degrees 56 minutes 30 seconds East, 15.00 feet; North 15 degrees 35 minutes 37 seconds East, 177.81 feet to the beginning of a curve to the right having a radius of 512.96 feet; along said curve with an arc length of 294.65 feet and a chord which bears North 31 degrees 13 minutes 24 seconds East, 290.62 feet; North 47 degrees 41 minutes 07 seconds East, 70.88 feet and North 76 degrees 46 minutes 06 seconds East, 63.96 feet to the southwestern right-of-way line of above said Olive Boulevard; thence along said right-of-way line the following courses and distances: South 60 degrees 18 minutes 35 seconds East, 485.30 feet; South 57 degrees 26 minutes 51 seconds East, 100.12 feet; South 63 degrees 10 minutes 20 seconds East, 200.25 feet; South 60 degrees 18 minutes 38 seconds East, 150.00 feet; South 54 degrees 35 minutes 57 seconds East, 150.75 feet and South 65 degrees 16 minutes 45 seconds East, 115.44 feet to the Point of Beginning and containing 2,367,197 square feet or 54,343 acres more or less according to calculations performed by Stock and Associates Consulting Engineers, Inc. on September 16, 2014.



PREPARED BY:

SITE DEVELOPMENT PLAN FOR

DATE: Sept. 19, 2014

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

REVISIONS:

DATE: 09/19/2014

BY: J.E.F. CHECKED BY: G.M.S.

DATE: 09/19/2014

BY: J.E.F. CHECKED BY: G.M.S.

DATE: 09/19/2014

BY: J.E.F. CHECKED BY: G.M.S.

DATE: 09/19/2014

BY: J.E.F. CHECKED BY: G.M.S.

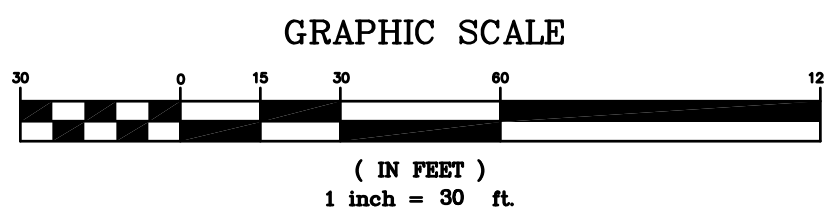
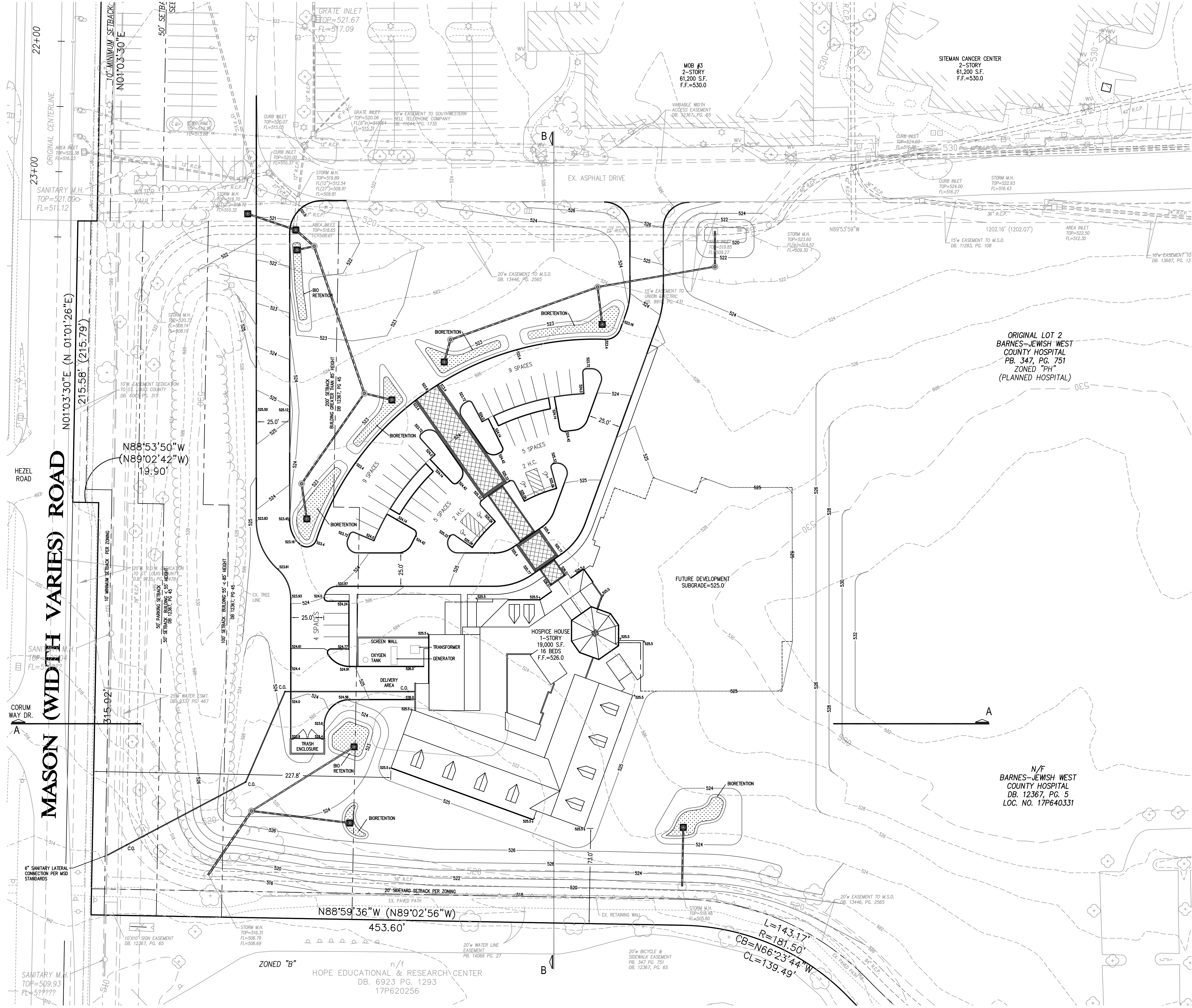
DATE: 09/19/2014

BY: J.E.F. CHECKED BY: G.M.S.

DATE: 09/19/2014

BY: J.E.F. CHECKED BY: G.M.S.

DATE: 09/19/2014



- NOTES:
1. BJC WEST COUNTY SHALL BE ALLOWED A DEVELOPMENT OF UP TO 1,000,000 SQUARE FEET OF GROSS LEASEABLE AREA A FLOOR AREA RATIO (F.A.R.) OF UP TO 45.
 2. UNLESS OTHERWISE NOTED ON THE CONCEPT PLAN THE DEVELOPMENT SHALL BE IN ACCORDANCE WITH THE PLANNED HOSPITAL DISTRICT REQUIREMENTS OF THE CITY ZONING ORDINANCES IN EFFECT AS OF THE DATE OF APPROVAL OF THE CONCEPT PLAN.
 3. RETENTION FOR THE MEDICAL CAMPUS IS PROVIDED BY THE RETENTION LAKE LOCATED WITHIN THE MILLENNIUM PARK TRACT (AS ILLUSTRATED) PER AGREEMENT BK 12367 PG 44 AS RECORDED IN ST. LOUIS COUNTY.
 4. SUBJECT PROPERTY LIES WITHIN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN) AS INDICATED ON FLOOD MAPS 29189C0161H AND 29189C162H, EFFECTIVE DATE OF AUGUST 2, 1995.
 5. BOUNDARY BY STOCK & ASSOCIATES, INC. AND TOPOGRAPHIC INFORMATION PROVIDED BY SURDEX.
 6. ALL EXISTING STRUCTURES AND PAYMENTS THAT ARE TO BE REMOVED FROM THE SITE SHALL BE INDICATED ON CONSTRUCTION DOCUMENTS.
 7. GRADING AND DRAINAGE PER CITY OF CREVE COEUR, ST. LOUIS CO. AND M.S.D. STANDARDS AND SPECIFICATIONS.
 8. NO SLOPE SHALL EXCEED 3:1 FOR EARTH SLOPES. STEEPER SLOPES SHALL BE QUALIFIED BY A PROFESSIONAL GEOTECHNICAL ENGINEER.
 9. TRASH ENCLOSURE SHALL BE CONSTRUCTED TO MATCH BUILDING MATERIAL.
 10. PROPERTY SUBJECT TO AGREEMENT REGARDING PROPERTY RESTRICTIONS AND RIGHT OF FIRST REFUSAL PER BK 12367 PGS 45-64 AS RECORDED IN ST. LOUIS COUNTY.
 11. ACCESS AGREEMENT BK 12367 PGS 66-105 AS RECORDED IN ST. LOUIS COUNTY.

- SITE INFORMATION:
1. BUILDING CALCULATIONS:
 - EXISTING SITEMAN = 61,200 S.F.
 - EXISTING MOB#3 = 61,200 S.F.
 - EXISTING MOB#3 = 50,000 S.F.
 - EXISTING HOSPITAL = 176,000 S.F.
 - PROPOSED HOSPICE = 19,000 S.F.
 - TOTAL = 367,400 S.F.
 - FUTURE DEVELOPMENT = 632,600 S.F.
 - MAX. ALLOWABLE AREA = 1,000,000 S.F.
 2. PROPOSED F.A.R. = .15
ALLOWABLE F.A.R. = .45
 3. SITE COVERAGE = 34.63%
ALLOWABLE COVERAGE = 63%
 4. PARKING CALCULATIONS:
 - PER CITY CODE: 405.620.H.8.b
 - (Health care and social assistance: Nursing and residential care personal care facilities (NAICS 623). One (1) space per two (2) patient beds.)
 - 16 Bed facility = 8 spaces required (CODE)
 - = 38 spaces (Shown)
 - = 4 Accessible Parking Spaces
 - = 1 Loading Space
 5. PERTINENT DATA:
 - SITE ACREAGE = 54.343 AC. (LOT 2 + LOT A)
 - OWNER = BARNES-JEWISH WEST COUNTY HOSPITAL
 - LOCATOR No. = 17P640332, 17P640331, 18P220728
 - ZONING = "PH" PLANNED HOSPITAL DISTRICT
 - FIRE DISTRICT = CREVE COEUR FIRE DISTRICT
 - SCHOOL DISTRICT = PARKWAY SCHOOL DISTRICT
 - SEWER DISTRICT = METROPOLITAN SEWER DISTRICT
 - WATER SERVICE = MISSOURI-AMERICAN WATER CO
 - GAS SERVICE = IACLEGAS GAS CO
 - ELECTRIC SERVICE = AMEREN UE ELECTRIC
 - PHONE SERVICE = AT&T
 - STREET ADDRESS = 12634 OLIVE BLVD
 - ZIP CODE = 63141
 - WUNNENBURG MAP = PG. 18 GRID 11-JUJ

PREPARED BY:

SITE DEVELOPMENT CONCEPT PLAN FOR:

DATE: Sept. 19, 2014

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

REVISIONS:

NO.	DATE	DESCRIPTION
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DRAWN BY: J.E.F. CHECKED BY: G.M.S.

DATE: 9/19/14 JOB NO.: 212-5013

M.S.D. # BASE MAP #

S.L.C. MAP # NAT SUP. #

MARK # MO-00

SHEET TITLE:

SITE DEVELOPMENT PLAN

SHEET NO.:

2

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DATE: Sept. 19, 2014

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

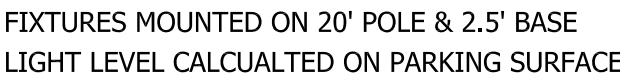
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DATE: 9/19/14	JOB NO.: 212-5013
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S.L.C. H&T # —	H&T S.U.P. # —
M.O.N.R. # MO-00	

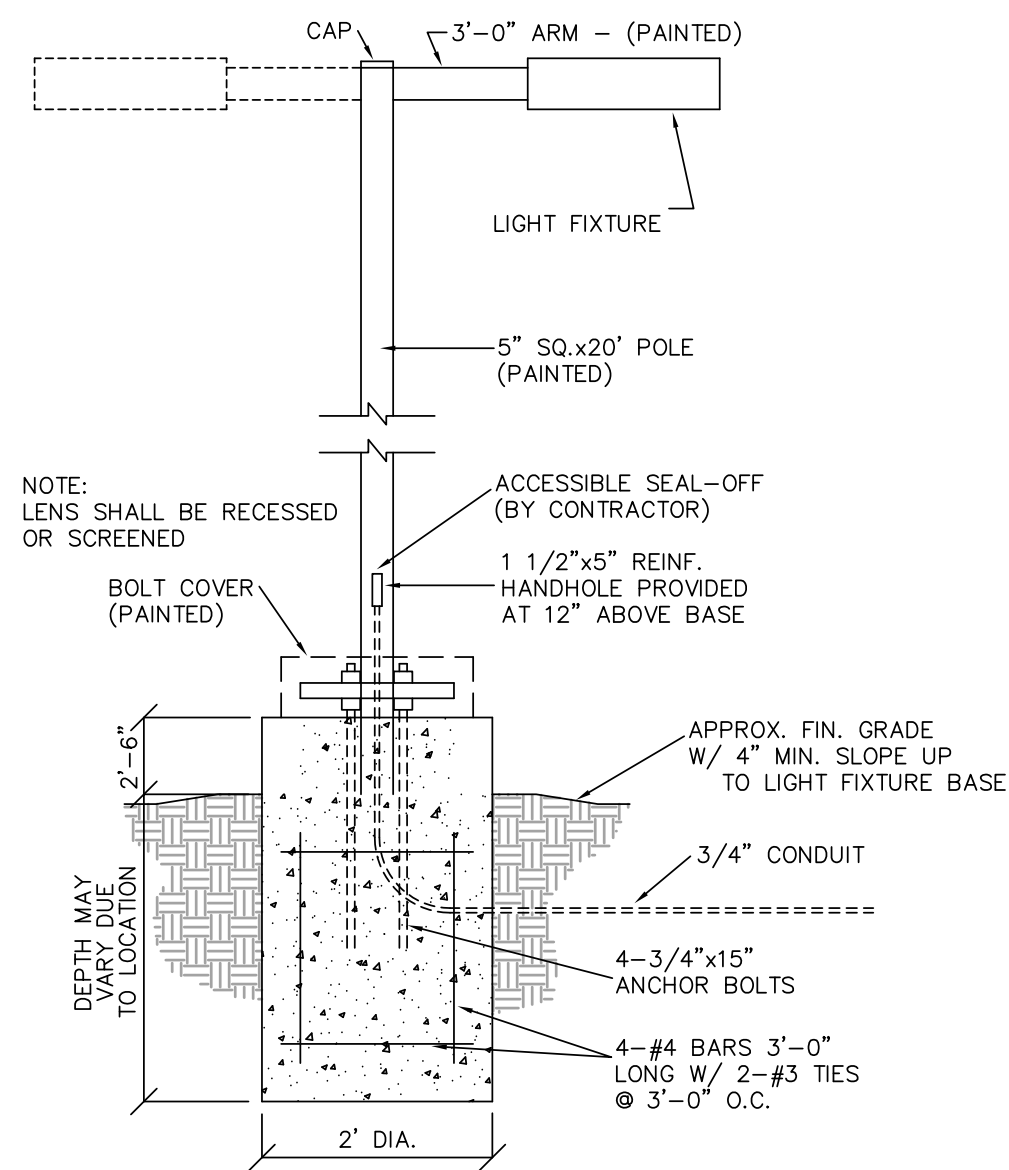
SHEET NO.:

3



Luminaire Schedule								
Symbol	Qty	Label	Arrangement	Arr. Watts	Total Watts	LLF	Lum. Lumens	Description
	3	F1	SINGLE	95	285	0.912	8994	VTS-B04-LED-E1-SL3
	4	F3	SINGLE	241	964	0.912	24076	VTS-B10-LED-E1-SWQ

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
SITE	Illuminance	Fc	1.57	3.5	0.5	3.14	7.00
SPILL LIGHT	Illuminance	Fc	0.04	1.6	0.0	N.A.	N.A.



AREA LIGHT & POLE DETAIL
(n.t.s.)

PREPARED BY:

SITE DEVELOPMENT CONCEPT PLAN FOR:

BJC WEST COUNTY HOSPITAL

112634 OLIVE BOULEVARD
CITY OF CREVE COEUR
STATE OF MISSOURI

DATE: Sept. 19, 2014

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

REVISIONS:

[illegible]

DRAWN BY:	CHECKED BY:
J.F.F.	G.M.S.

DATE: 0 / 10 / 11	JOB NO.: 010 5017
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5/15/14	212-5015
M.S.D. P#	BASE MAP #

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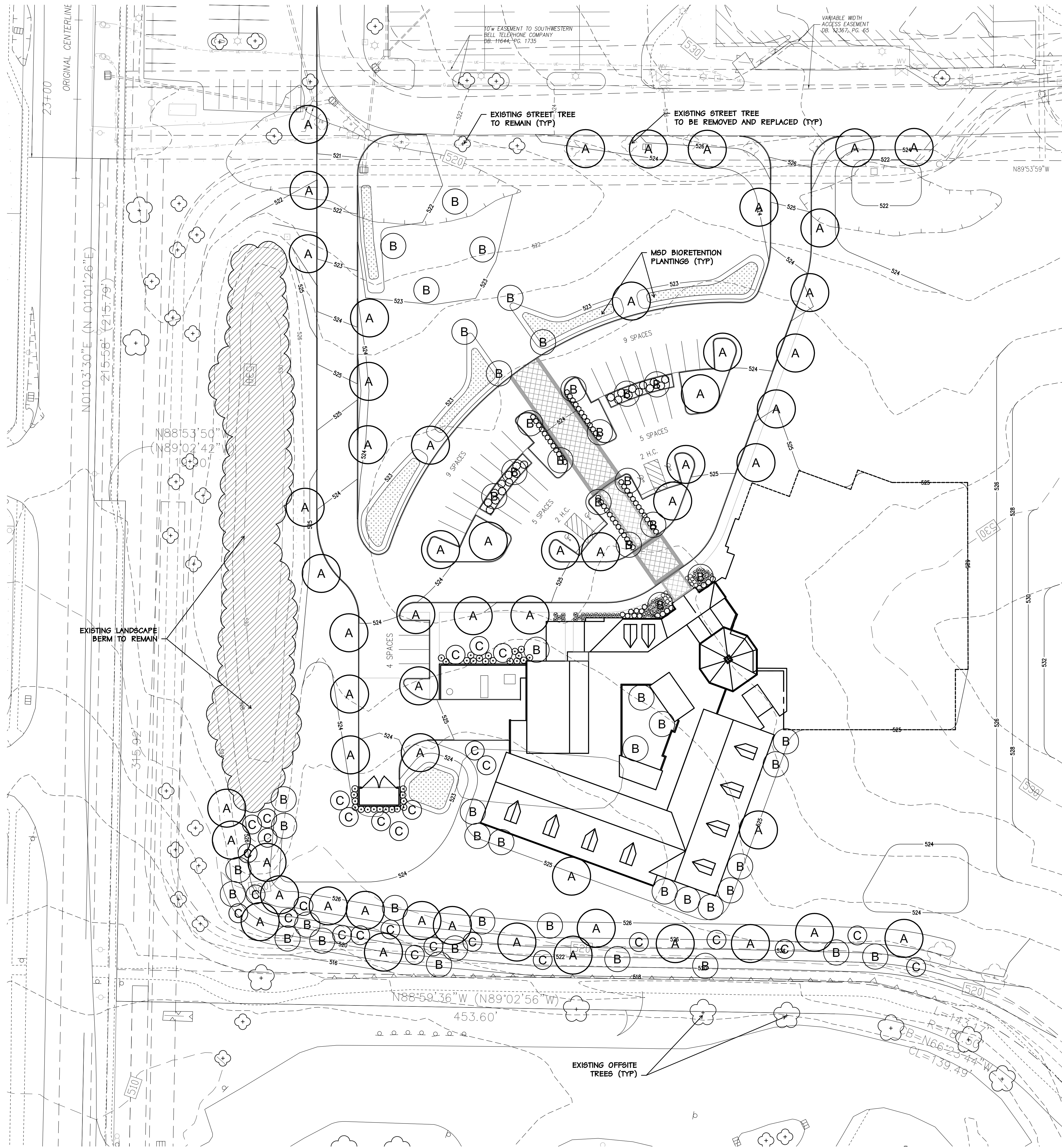
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PHOTOMETRICS

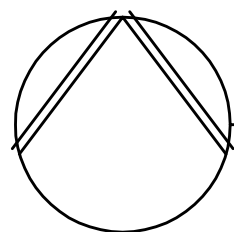
SHEET NO.:

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4



- KEY
- A 56 - 3" Canopy Tree
 - B 52 - 2" Understory Tree
 - C 30 - 6" Evergreen Tree
 - Existing Tree To Remain
 - Existing Tree To Be Removed And Replaced
 - Existing Buffer Plantings To Remain
 - 61 - Proposed Large Shrubs
 - 60 - Proposed Small Shrubs



CONCEPT LANDSCAPE PLAN

SCALE: 1"=30'

Jerald Saunders - Landscape Architect
MO License # LA-007

Consultants:

BJC West
12634 Olive Boulevard
Creve Coeur, Missouri

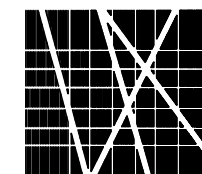
Revisions:

Date	Description	No.

Drawn: BAR
Checked: JAS

loomisAssociates

landscape architects/planners
200 South Main Street
Creve Coeur, MO 63158
636.351.8568 Fax 636.351.0799
Email: info@loomisassociates.com



Loomis Associates Inc.
Missouri State Certificate of Authority #: LAG #00019

Sheet Title: Concept Landscape Plan
Sheet No:

CL-1

Date: 09/19/14
Job #: 813.036

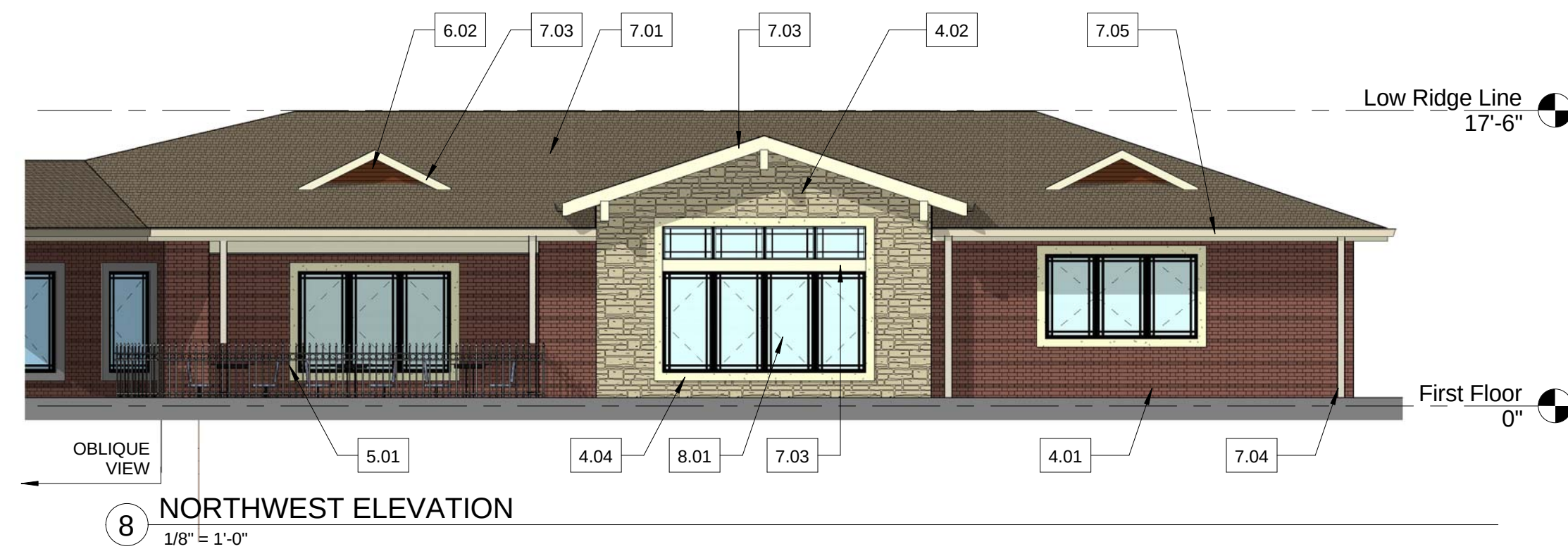
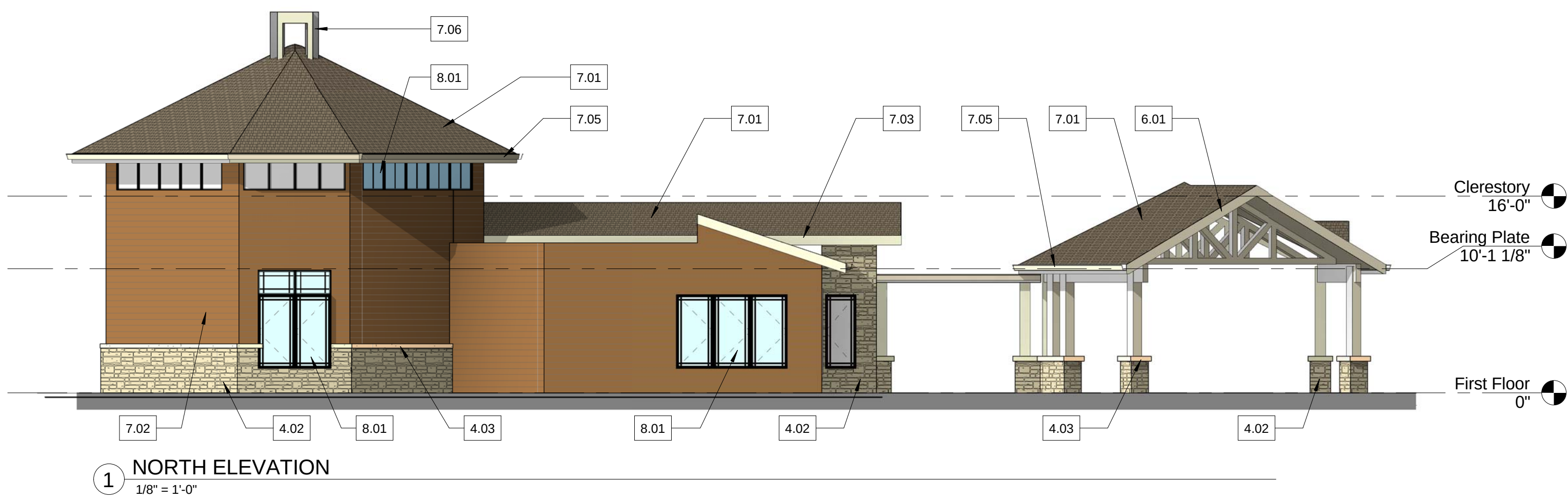
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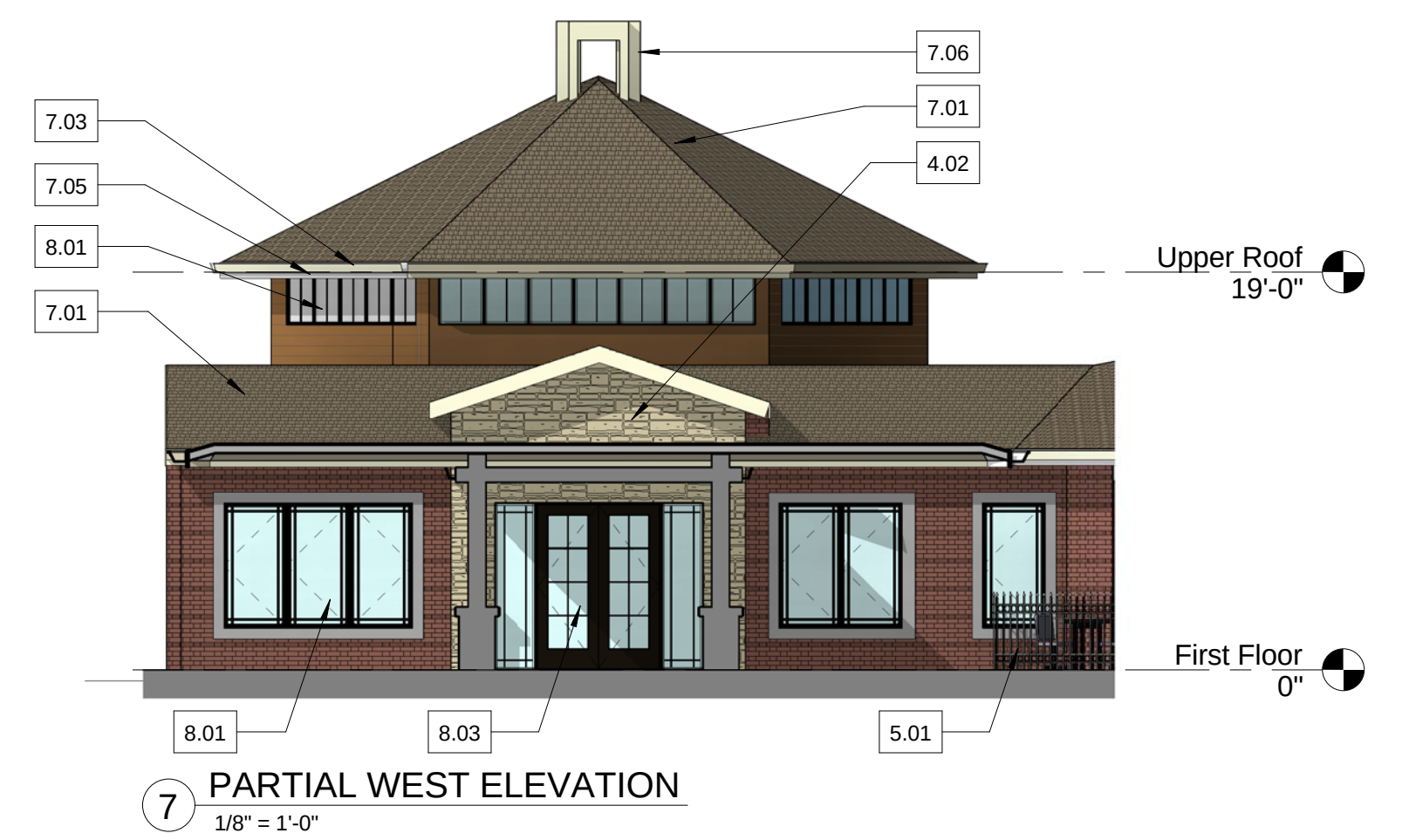
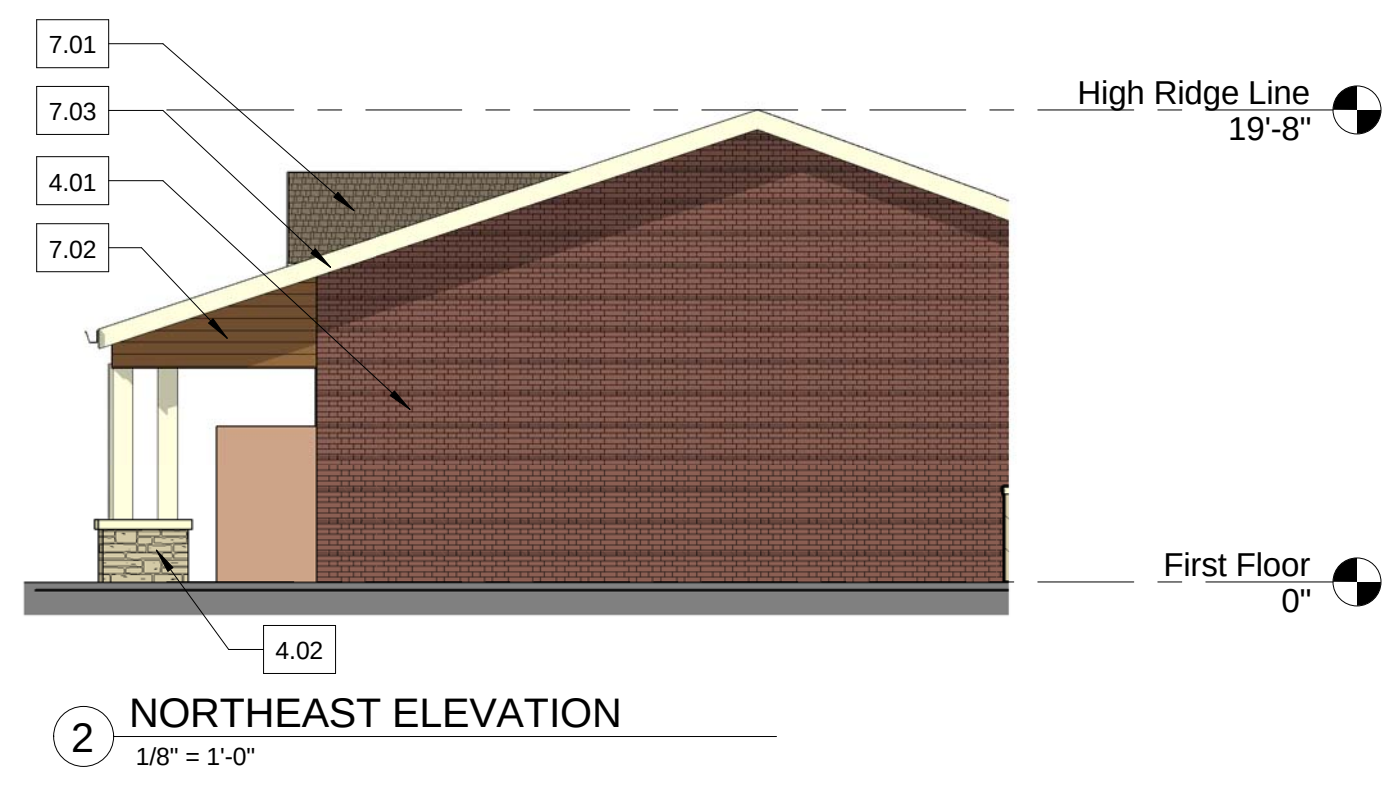
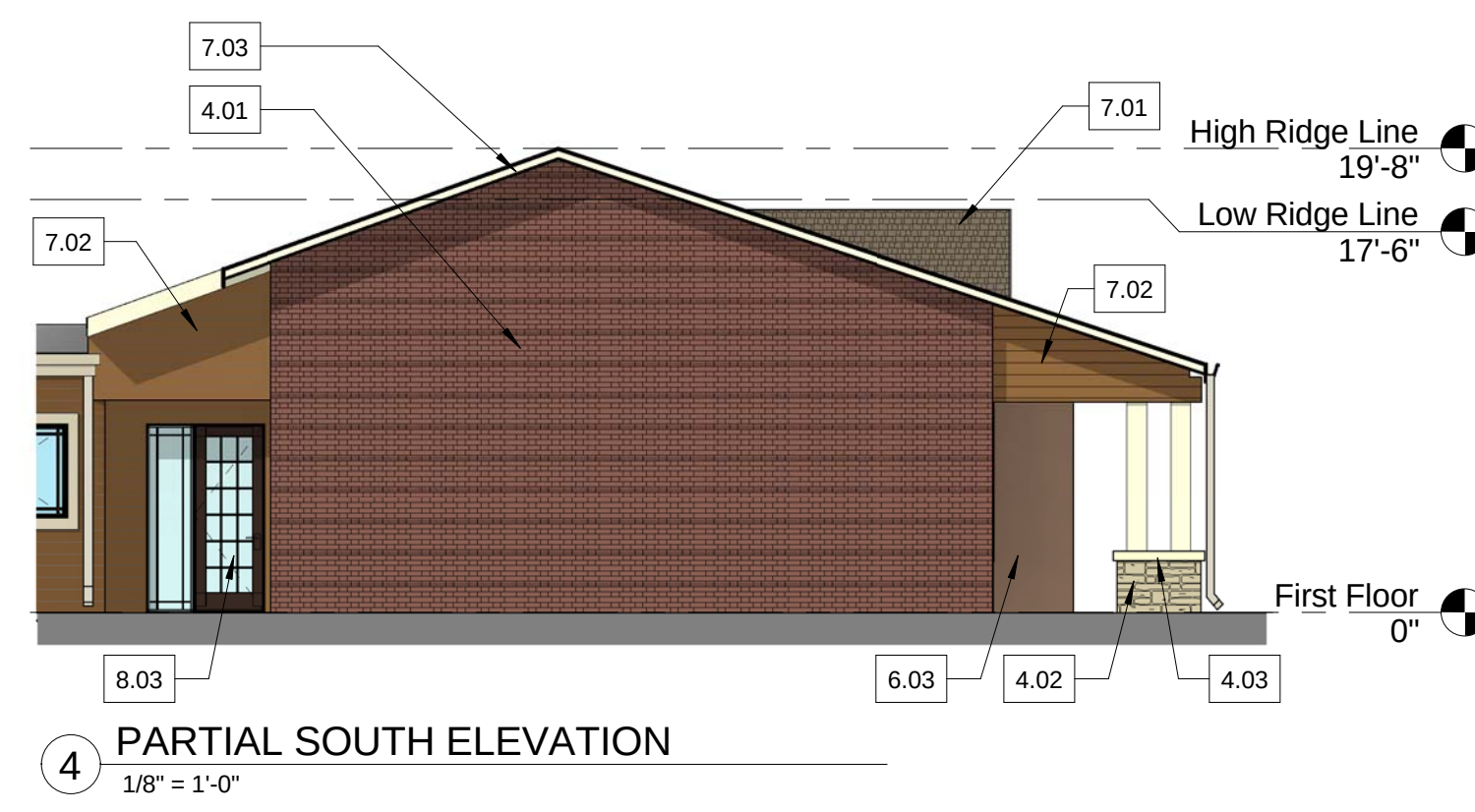
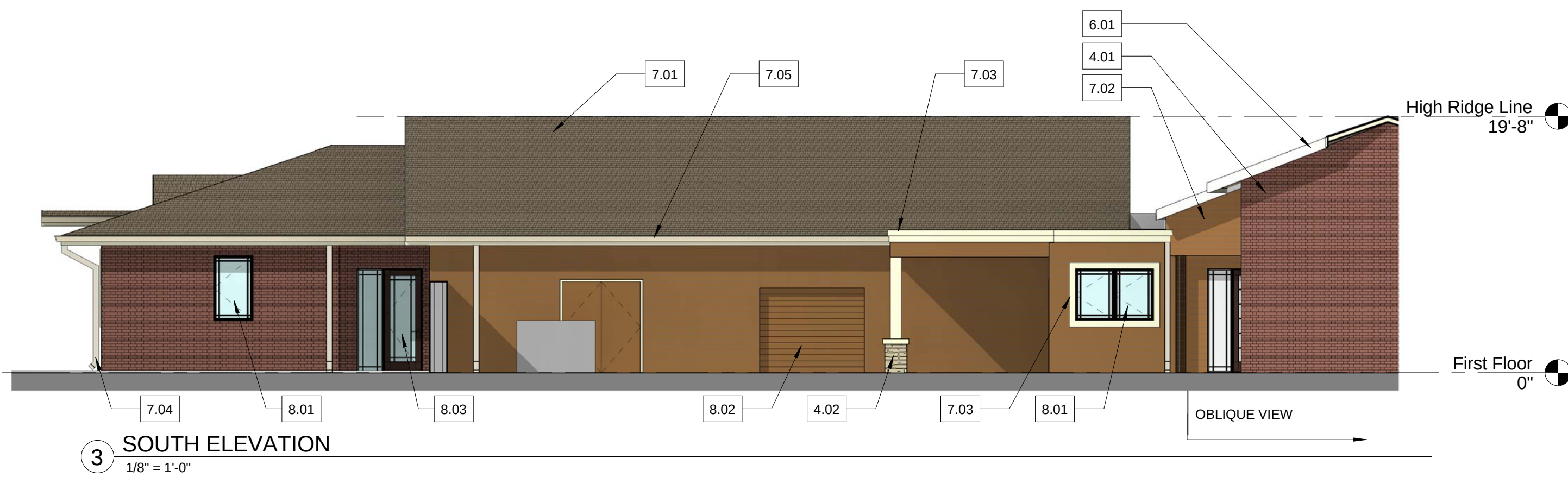
WRN BY: **Author** REVIEWED BY:
 OCT R: **1331.00** ISSUE DATE: **05/04/12**
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BUILDING ELEVATIONS

A_501



KEYED ELEVATION NOTES	
KEY	DESCRIPTION
DIVISION 04: MASONRY	
4.01	FLUSH BOND BRICK WALL
4.02	VARIEGATED CAST STONE
4.03	CAST STONE COPING
4.04	CAST STONE TRIM
DIVISION 05: METALS	
5.01	ORNAMENTAL METAL RAILING
DIVISION 06: WOOD AND PLASTICS	
6.01	PAINTED WOOD FASCIA BOARD
6.02	LOUVERED GABLE VENT
6.03	WOOD PATIO SCREEN WALL
DIVISION 07: THERMAL AND MOISTURE PROTECTION	
7.01	ARCHITECTURAL ASPHALT ROOF SHINGLES
7.02	FIBER CEMENT SIDING
7.03	FIBER CEMENT TRIM
7.04	ALUM. DOWNSPOUT
7.05	ALUM. GUTTER
7.06	FIBER CEMENT SIDING CUPOLA
DIVISION 08: DOORS AND WINDOWS	
8.01	ALUM. CLAD WOOD WINDOW
8.02	PAINTED OVERHEAD DOOR
8.03	ALUM. CLAD WOOD DOOR W/ INSUL. GLASS LITE





- KEY**
- A 56 - 3" Canopy Tree
 - B 52 - 2" Understory Tree
 - C 30 - 6" Evergreen Tree
 - Existing Tree To Remain
 - Existing Tree To Be Removed And Replaced
 - Existing Buffer Plantings To Remain
 - 61 - Proposed Large Shrubs
 - 60 - Proposed Small Shrubs

 **CONCEPT LANDSCAPE PLAN**
SCALE: 1"=30'

Jerald Saunders - Landscape Architect
MO License # LA-007

Consultants:

BJC West
12634 Olive Boulevard

Creve Coeur, Missouri

Revisions:

Date	Description	No.

Drawn: BAR
Checked: JAS

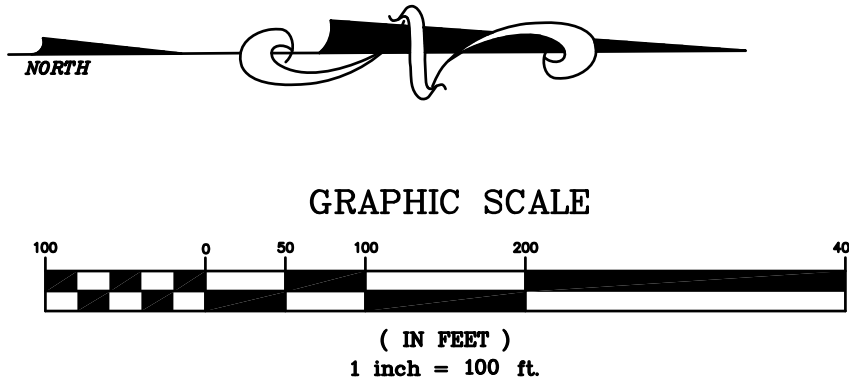
loomisAssociates

landscape architects/planners

202 South 40th Street, Suite 105
Creve Coeur, MO 63141
Phone: 636.592.8800 Fax: 636.592.8801
Email: info@loomisassociates.com

Loomis Associates Inc.
Missouri State Certificate of Authority # LAC #000019

Sheet Title: **Concept Landscape Plan**
Sheet No: **CL-1**



STOCK & ASSOCIATES
Consulting Engineers, Inc.

257 Chesterfield Business Parkway
St. Louis, MO 63005
PH: (636) 530-9000
FAX: (636) 530-9100
e-mail: general@stockclass.com
Web: www.stockclass.com

BJC WEST COUNTY HOSPITAL

12634 OLIVE BOULEVARD
CITY OF CREVE COEUR
STATE OF MISSOURI

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

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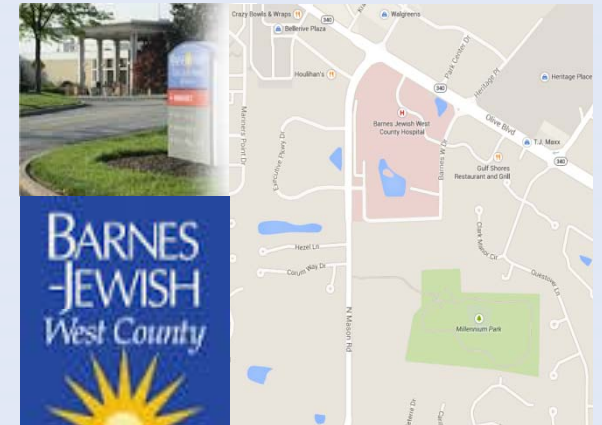
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SHEET TITLE:

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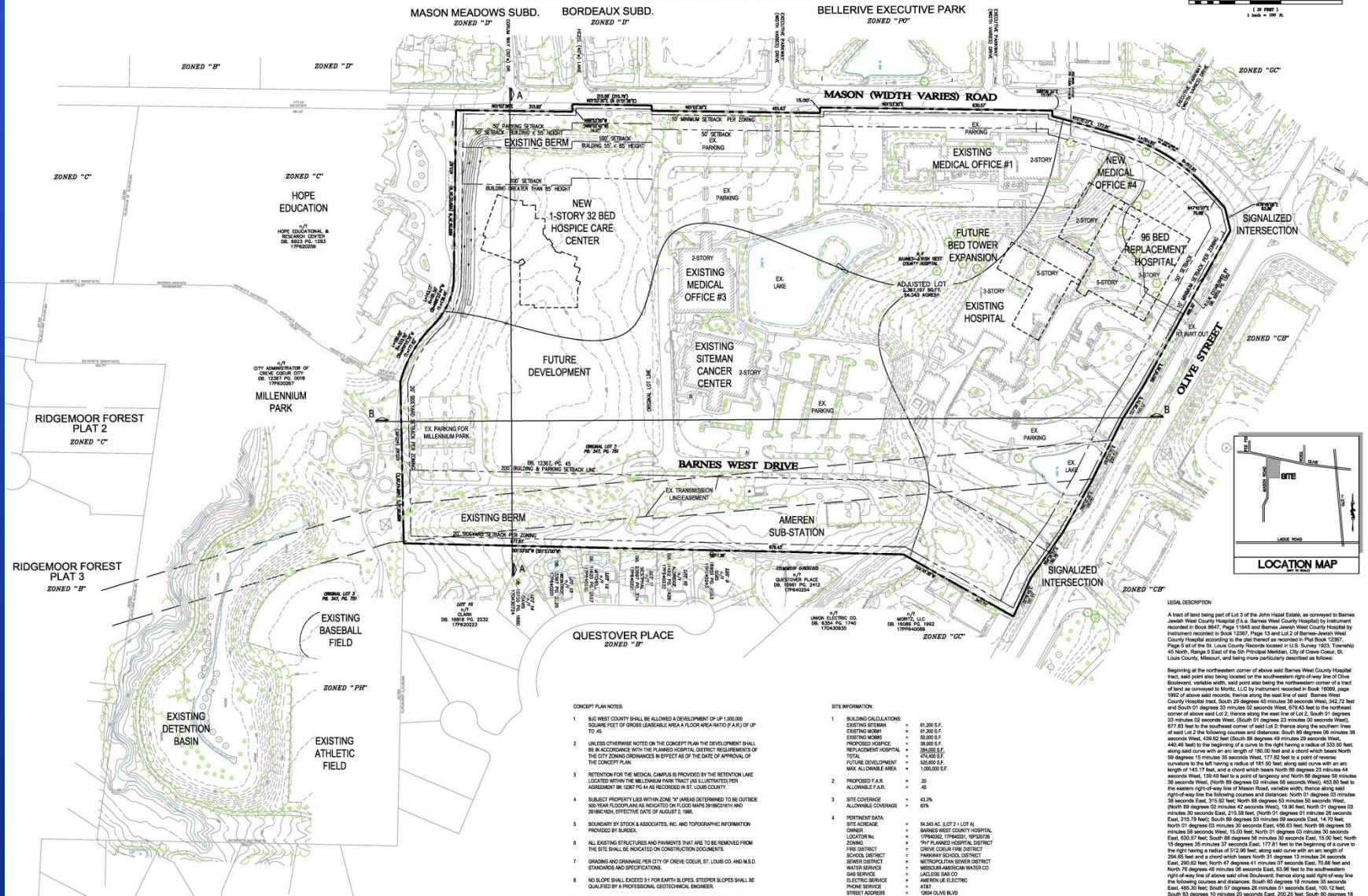
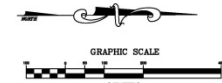
BJC - CAMPUS CONCEPT PLAN UPDATE & HOSPICE HOUSE





BJC WEST COUNTY HOSPITAL

A tract of land being part of Lot 3 of the John Hazel Estate, as conveyed to Barnes Jewish West County Hospital by instrument recorded in Book 8647, Page 11645 and Barnes Jewish West County Hospital by instrument recorded in Book 12367, Page 13 and Lot 2 of Barnes Jewish West County Hospital according to the plat thereof as recorded in Plat Book 12367, Page 5 all of the St. Louis County Records located in U.S. Survey 1923, Township 45 North, Range 5 East of the 5th Principal Meridian, City of Creve Coeur, St. Louis County, Missouri.



- BJC Hospice is seeking approval to construct a 19,000 sq. ft. ranch style, 16-bed hospice house on the Barnes-Jewish West County Hospital campus.
- Without access to a hospice house, BJC Hospice patients are cared for either at home, a long term care facility, or in the acute hospital setting. Often these locations don't provide the level of specialty care needed for patients with acute end-of-life needs or the time and expertise to support the patients' families.
- The BJC hospice house will complete the continuum of care necessary to provide exceptional, compassionate end-of-life care for adults and pediatric patients and their families.
- While the St. Louis Metropolitan area is home to top-ranked BJC Hospitals, a critical void remains in health care – hospice house for adults, teens and children. With only 18 hospice beds available to serve a population of 2.8 million people, the demand is much greater than supply.
- The BJC hospice house will be supportive by Children's Hospital Foundation, the Foundation for Barnes-Jewish Hospital and the Missouri Baptist Healthcare Foundation.
- BJC Hospice is the largest, most comprehensive and respected hospice and palliative care leader in the region with over 30 years of experience in providing individualized care to patients and families. BJC Hospice has experienced a growth trend consistent with the nation.
- Palliative care is both a philosophy care and medical specialty anticipating, preventing, and treating physical, spiritual, and psychosocial suffering throughout the continuum of a serious illness. At times palliative care is provided simultaneously with curative care. Hospice is a philosophy of care as well as specialized program provided by an interdisciplinary team that focuses on palliative care of patients and families during the final phases of a terminal (six months or less prognosis) illness. In hospice, patients choose comfort care over curative treatment.

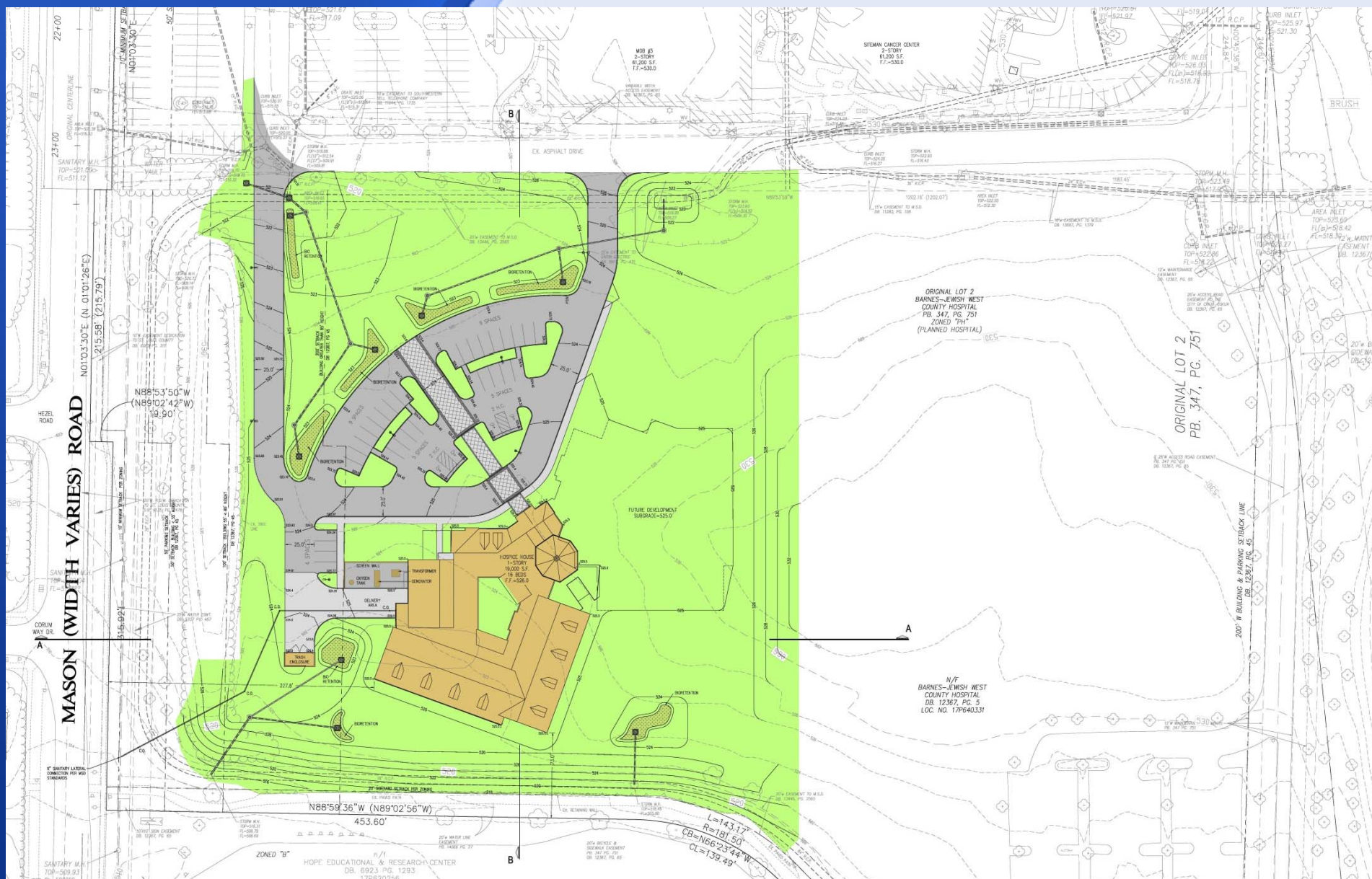
Architectural Rendering







Site Development Plan



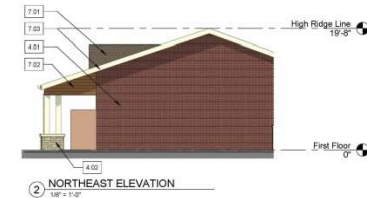
Landscape Plan



Building Elevations



KEYED ELEVATION NOTES	
KEY	DESCRIPTION
EXTERIOR OR MASONRY	
4.01	FLUSH BOND BRICK WALL
4.02	VARIEGATED CAST STONE
4.03	CAST STONE CURBING
4.04	CAST STONE TRIM
EXTERIOR OR METALS	
6.01	ORNAMENTAL METAL RAILING
EXTERIOR OR WOOD AND PLASTICS	
8.01	PAINTED WOOD FASCIA BOARD
8.02	COLORWASHED CABLE KNOT
8.03	WOOD PATIO SCREEN WALL
EXTERIOR OR THATCHING AND MORTURE PROTECTION	
7.01	ARCHITECTURAL ASPHALT ROOF SHINGLES
7.02	FIBER CEMENT SIDING
7.03	FIBER CEMENT TRIM
7.04	ALUM DOWNSPOUT
7.05	ALUM GUTTER
EXTERIOR OR DOORS AND WINDOWS	
8.01	FIBER CEMENT BOND CUPOLA
8.02	ALUM CLAD WOOD WINDOW
8.03	PAINTED OVERHEAD DOOR
8.04	ALUM CLAD WOOD DOOR W RAILING, GLASS LITE



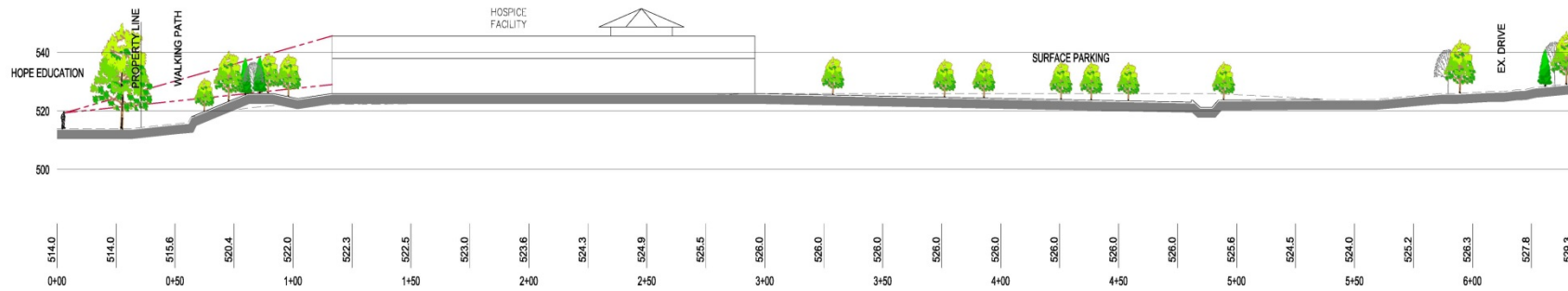
Berm Perspective



Hezel Ln

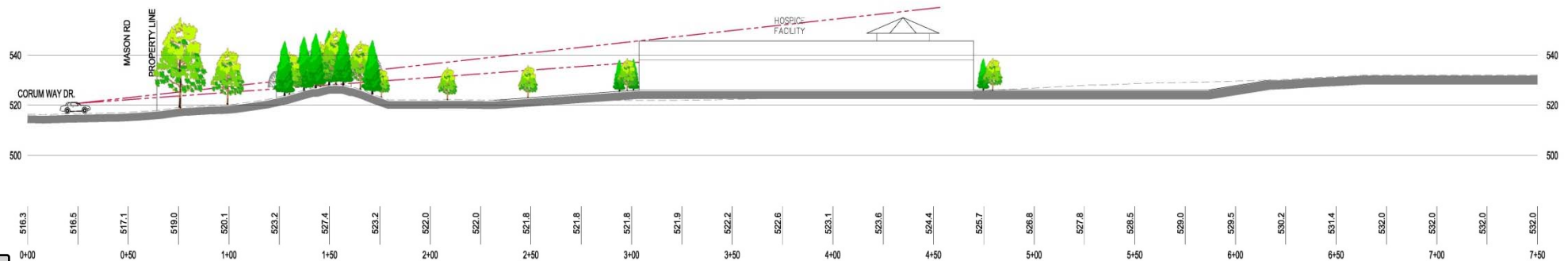


Corum Way



SECTION B-B

SCALE: 1"=30' (H)(V)



SECTION A-A

SCALE: 1"=30' (H)(V)

PLANNING AND ZONING COMMISSION PUBLIC HEARING

CITY OF CREVE COEUR, MISSOURI

300 NORTH NEW BALLAS ROAD

MONDAY, OCTOBER 20, 2014

7:00 P.M.

THOSE IN ATTENDANCE:

Mr. Tim Madden, Chairman
Mr. Tim Carney
Mr. James Faron
Ms. Beth Kistner
Mr. Charles Pullium
Mr. Gene Rovak
Mr. Carl Lumley, City Attorney
Mr. Paul Langdon, Director of Community Development
Ms. Whitney Kelly, City Planner
Ms. Deborah McLaughlin, Recording Secretary

McLaughlin Court Reporting Services, Inc.

Deborah K. McLaughlin, RPR, MO-CCR #314, IL-CSR,
KS-CCR
4772 Gatesbury Drive
St. Louis, MO 63128
(314) 487-2259

1 CHAIRMAN MADDEN: Like to call to order the
2 Planning Zoning Commission meeting for the City of
3 Creve Coeur, Missouri for Monday, October 20th, 2014.

4 We'll start with roll call.

5 Mr. Tim Carney?

6 MR. CARNEY: Present.

7 CHAIRMAN MADDEN: Mr. James Faron?

8 MR. FARON: Present.

9 CHAIRMAN MADDEN: Mr. Howard won't be here
10 tonight.

11 Ms. Beth Kistner?

12 MS. KISTNER: Present.

13 CHAIRMAN MADDEN: Mr. Charles Pullium?

14 MR. PULLIUM: Present.

15 CHAIRMAN MADDEN: Mr. Gene Rovak?

16 MR. ROVAK: Present.

17 CHAIRMAN MADDEN: Mr. Carl Lumley, our City
18 Attorney?

19 MR. LUMLEY: Present.

20 CHAIRMAN MADDEN: Mr. Paul Langdon, our
21 Director of Community Development?

22 MR. LANGDON: Present.

23 CHAIRMAN MADDEN: Ms. Whitney Kelly, City
24 Planner?

25 MS. KELLY: Present.

1 CHAIRMAN MADDEN: And, Ms. Deborah
2 McLaughlin, our Recording Secretary?

3 MS. McLAUGHLIN: Present.

4 CHAIRMAN MADDEN: Okay. New business.

5 No. 2. Public hearing. Application No. 14-032.
6 Approval of a Site Concept Plan for Barnes-Jewish West
7 County Hospital Campus and Approval of a Conditional
8 Use Permit and Site Development Plan for a 16-bed
9 Hospice House at 970 North Mason Road.

10 Anybody that's going to be involved in this,
11 would you please come forward. It's a public hearing,
12 so you have to be sworn in. If you're going to make a
13 comment on it, if you're in the audience, please come
14 forward now to get sworn in.

15 Few more people. Got one more coming up.

16 (The speakers were sworn in by the court
17 reporter.)

18 CHAIRMAN MADDEN: Would you please state
19 your name and address for the record.

20 MR. BLACK: My name is Doug Black. I'm the
21 president of Barnes-Jewish West County Hospital and --
22 on Olive Boulevard.

23 I'm sorry, I don't know the exact address
24 right this second.

25 MS. KISTNER: 12634.

1 MR. BLACK: Thank you.

2 Mr. Chairman, Members of the Commission,
3 one, thank you for taking the time to listen to our
4 presentation tonight.

5 I will go through a little bit of the
6 background of this request, and then I will turn it
7 over to George Stock, who will go through the details
8 of this request with you.

9 Tonight we're here to talk about an amended
10 site concept plan for our campus. And there's two
11 main components of this concept plan.

12 One is a residential hospice house, and the
13 second is a concept for replacement hospital on our
14 campus.

15 In terms of hospice, I'll give a little bit
16 of background, although I think most of us are fairly
17 familiar with hospice these days.

18 Hospice is -- takes care of patients who are
19 in the last months of their lives of a terminal
20 illness of some sort.

21 And the philosophy of care, primarily, is
22 taking care of the patients and their families when
23 patients have decided not to seek curative treatment
24 any longer, but to take comfort measures.

25 Most of this care, quite honestly, is

1 provided in homes, but there are instances when the
2 symptoms are such that the patients cannot be managed
3 at home, and that's when you would want to have
4 availability of a residential hospice house.

5 Unfortunately, for St. Louis, there's only
6 one facility in the whole metropolitan region, and it
7 has 18 beds -- or 18 rooms in it.

8 If you compare us to other like metropolitan
9 areas, Cleveland has over 200 rooms available, and
10 Kansas City, at this point, has about 76 beds or rooms
11 available to it.

12 If residential hospice is not available to
13 patients, unfortunately, what happens is they end up
14 in acute care hospitals like my own. And, you know,
15 that's not where these patients want to be, as they
16 are seeking comfort measures versus curative care.

17 And then, quite honestly, we are not as
18 nearly well prepared to take care of the special needs
19 these patients has as hospice would be.

20 So with that, we are proposing to build a
21 residential hospice facility on the southwest corner
22 of our campus. It would initially be 16 beds with
23 plans to go to 32 beds over time.

24 It would be one-story. It would have a very
25 residential look and feel to it. And it would blend

1 in quite nicely, I think, with the surrounding
2 community, and George will show you details of the
3 renderings of that.

4 In terms of the hospital, we are at a point
5 at this time where the main portions of our hospital
6 are close to 50-years-old. So the -- the ability for
7 us to meet the modern needs of our patients, our
8 physicians and our staff is pretty difficult at times,
9 quite honestly.

10 It -- we have -- I'll give you a couple of
11 examples. We don't have enough private patient rooms.
12 We have more semi-privates than we would like to have.
13 We have no showers in our patient rooms. And then we
14 have operating rooms that are too small to accommodate
15 the equipment that's used in surgery these days.

16 The needs are extensive enough at this
17 point, we've considered renovation, but the needs are
18 so extensive, it's not a -- a choice that we can go
19 down.

20 So, finally, our neighbors. I just wanted
21 to make sure that you are aware that we did have two
22 open forums with our neighbors, both to the east and
23 the west of us. We had a especially good showing for
24 our neighbors on Corum Way and Hezel Lane, and -- and
25 had good dialogue. We went through our plans with

1 them and answered any questions. And coming out of
2 those meetings, there were no significant concerns
3 that weren't addressed in the meeting.

4 I will turn it over to George Stock now, and
5 then answer any questions afterwards.

6 MR. STOCK: Good evening, Mr. Chairman,
7 Members of the Commission, Mr. Lumley.

8 For the record, my name's George Stock.

9 Thank you, Mr. Black.

10 Joining me tonight on behalf of BJC is also
11 Mr. Andy Trivers with Trivers & Associates. They are
12 the architect on the hospice house project.

13 Just take a few minutes until the projector
14 comes up.

15 Thank you, Whitney.

16 As Mr. Black mentioned, we're here
17 requesting your consideration for a few items. One
18 being the amended campus concept plan. That plan had
19 expired in 2011, and is good for an eight-year-period
20 of time.

21 As Mr. Black indicated also, we're here
22 requesting consideration for approval of a conditional
23 use permit and a site development plan.

24 The site development plan is specific to the
25 16-bed 19,000 square foot hospice house. There will

1 be two phases. Phase I being 19,000 16 beds, and the
2 second phase virtually the duplicate, another 19,000
3 and 16 beds.

4 Within the City of Creve Coeur, it
5 classifies inpatient care hospice facilities as
6 nursing care facilities, thus, requiring a conditional
7 use permit within the Planned Hospital District.

8 The BJC West County Hospital Campus is
9 54 acres, and it's located at the southeast quadrant
10 of Olive Street Road and Mason Road. It's frontage
11 along Olive is approximately 1200 feet. Along its
12 east property line it measures approximately 1698
13 square feet.

14 Abutting it to the east is the Commercial
15 Retail fronting Olive Street Road, and the Questover
16 Place Subdivision to the east.

17 In addition, there is large Ameren
18 transmission towers, wires, and there's also a
19 substation located to the east.

20 There's a berm that was constructed sometime
21 after 1999 between Questover Place and the BJC
22 property, which is located, really, on the southern
23 two-thirds, just south of the substation.

24 Along the southern boundary, which measures
25 approximately 1215 feet in an east west direction, is

1 Millennium Park and the Hope Andrews Educational
2 Campus. There's also the pedestrian walkway going
3 east west, and there's the parking lot, which is
4 within an easement to the City of Creve Coeur for the
5 purpose of parking and support to Millennium Park.

6 The west property line, which abuts Mason
7 Road, is approximately 220 -- or 2,222 feet in a north
8 south direction.

9 To our southwest is the Bordeaux
10 Subdivision, Hezel Lane. There is also Mason Meadows
11 and Corum Way Drive.

12 As you move to the north, there's the
13 Bellerive Executive Park. Access to the campus itself
14 is really from three points.

15 There's a fully signalized intersection at
16 Olive and Barnes West Drive. There's a ride-in
17 ride-out, which is located a little closer to Mason
18 Road, and then there's a full access non-signalized
19 intersection aligned with Executive Parkway Drive and
20 the campus entrance.

21 The campus, as you can see from the aerial,
22 is -- is very mature. It's been there for over 50
23 years starting with the original hospital. And part
24 of the Comprehensive Plan speaks to the compatible and
25 sustainability of the hospital adjacent to residential

1 properties.

2 And this is just a little bit of a walk
3 around of the campus, some photographs. So the first
4 photograph, the top left, is really the intersection
5 of Mason and Olive Street Road, and what it's
6 demonstrating is the pedestrian walkways and sidewalks
7 that do exist, mature trees.

8 As you come across the frontage of Olive
9 Street Road, part of the Comprehensive Plan is the
10 pedestrian access, the sidewalks are in place along
11 Olive across the frontage. There's amenities.
12 There's a small lake, which is at the northwest -- or
13 the northeast corner of the campus.

14 And then as you come around and you start to
15 look into the center of the campus, there's a large
16 lake. There's parking lots. The parking lots have
17 mature trees, lots of landscaping.

18 As you come down, and, again, kind of in the
19 center, as you come down the center of the campus,
20 that's a shot of the lake, the walking bridge, the
21 pedestrian walkways, which go around the perimeter of
22 the lake itself.

23 Along that southeast, I mentioned the berm
24 underneath the high transmission lines and the mature
25 trees is what you're seeing in the photograph here.

1 As you come along the southwest, which is
2 really the location generally for the hospice house,
3 you see a large berm. That berm too, like the other,
4 was built sometime after 1999, early 2000s, so it's
5 had more than ten years for the vegetation to mature,
6 as well as the topographical changes that occurred.

7 So the site concept plan, when looking at
8 the aerial of the campus today, has a two-story
9 hospital building, it has a one-story power building,
10 and then there are three two-story medical office
11 buildings.

12 The intent of the concept plan going forward
13 would be the location of the hospice house in the
14 lower left or the southwest quadrant of the site, and
15 then a replacement hospital, really located up in the
16 northwest quadrant out in front and a little bit west
17 of where the existing hospital is today.

18 But as you look at the -- the plan itself,
19 there's the retention of the lakes, there's the
20 retention of the green areas, and much of the green
21 space, so, statistically, today the total building
22 area is approximately 329,698 square feet. The
23 allowable building area under the PA zoning is a
24 million square feet, and the existing site coverage is
25 31.84 percent and the maximum site coverage is

1 63 percent.

2 The purpose of the concept plan is to look
3 at the next eight years and outline the potential
4 development.

5 The immediate need, which has been said, and
6 subject of the conditional use permit, and the site
7 development plan is the hospice house project, which
8 is planned for that approximate 6 acres in the
9 southwest portion of the site.

10 Mr. Black mentioned this. The hospital's
11 50-years-old, and it's really a matter of replacement
12 for right sizing and meeting today's healthcare needs.

13 The landscape parking surfaces will be
14 provided, as they exist today, and there is the
15 potential of a deck parking over the top of some
16 surface parking.

17 Under the build-out the site coverage would
18 go from 31.84 percent to approximately 43.3 percent,
19 so still nearly 20 percent less than the 63 percent.

20 We believe the plan is consistent with the
21 Comprehensive Plan and its vision for West Olive
22 Corridor. The campus shall continue to expand as a
23 hospital campus without causing adverse impacts to the
24 surrounding properties.

25 Again, the buffers that were put in place

1 some ten years ago are going to remain. There's no
2 plan to change those buffers, the berming that are
3 along the perimeter.

4 From an orientation, and I was -- north was
5 turned 90 degrees, so north is straight up on this
6 drawing, this gives you a bird's-eye view of the
7 placement of the hospice house. So what's in brown is
8 that Phase I, which is 19,000 square feet, single
9 level, sixteen beds.

10 What's phantom, as far as the outlined a
11 little bit to the north and to the east is that
12 duplication or that Phase II hospice house.

13 The area in green is representative of about
14 6 acres. You'll notice on this aerial photograph that
15 the building is placed to the east of that mature
16 berm.

17 Ingress and egress would be from the
18 internal road. When you look at this photograph, I
19 had mentioned earlier the Executive Parkway Drive and
20 the main campus off Mason Road, so that be the
21 primary, as well as the Barnes West Drive and Olive
22 Street Road. Those would be the two primary points of
23 ingress and egress. And the ability to come down
24 Barnes West Drive, make a right turn, and then there's
25 two drives coming in and out of the hospice house.

1 The specific site development plan, little
2 bit greater detail. The house is located 227 feet
3 east of Mason Road, and 73 feet north of the south
4 property line of the campus. It's located, as I
5 mentioned, behind the -- the large berm.

6 Site circulation internal is really a loop
7 road that circulates off that internal drive. There's
8 a porte-cochere, which you'll see a little bit better
9 in the building elevations and the rendering at the
10 front door. All services are located on the west side
11 down below the berm.

12 I have some site lines to show you
13 momentarily. There's pedestrian sidewalks, and
14 there's also seven twenty-two and a half foot lighting
15 standards.

16 Also spread out throughout the campus are
17 bio-retention for the purpose of storm water
18 management. And then we have a very comprehensive
19 landscape plan that we believe is consistent with the
20 Comprehensive Plan.

21 So the berm, which is along the western
22 side, is really depicted as dark green and mature. We
23 intend to carry that berm around the south side of the
24 hospice house separating it from the surface parking
25 lot, which is the Hope Andrews, and also the

1 pedestrian sidewalk, which is connecting from Mason
2 Road over to Millennium Park.

3 So as much as buffering, you know, perhaps
4 from Hope Andrews, their desire for buffering, we have
5 the same desire from them, with this being a
6 residential facility, that being an institutional use,
7 and cars and headlights.

8 Mr. Black, I don't know if he mentioned it,
9 but we did have a meeting with the owners of the Hope
10 Andrews Academy and reviewed this plan, and they were
11 very satisfied.

12 The landscaping itself consists of
13 approximately 56 new canopy trees, 52 flowering trees,
14 30 evergreens and 121 shrubs on the plan.

15 So berm perspective. Obviously, we're
16 sensitive to the two subdivisions to the west, Hezel
17 Way and Corum Way. So these are photographs standing
18 in each one of those streets just looking due east, so
19 what you see is Mason Road and you see that berm.
20 And, again, that berm is about 10 -- anywhere ranging
21 from 10 to 12 feet in height. The trees are a
22 combination of deciduous and evergreen, primarily
23 evergreens, so while this photograph is taken early
24 fall, late summer, very mature, we're confident that
25 the placement of the hospice house on the east side

1 site lines would be screened.

2 So we did do a site study. And looking
3 at -- well, this one is really the site section from
4 the west, so Corum Way, and what you see is Corum Way
5 is several feet below the berm.

6 Now, what we're going on a line of site here
7 is somebody has to be able to see through that
8 landscaping in order to see that one-story hospice
9 house. If their line of sight was truly over the --
10 the tops of the trees, and those are drawn to scale,
11 you could see that it would be projected above the
12 hospice house.

13 We did a similar section from the south
14 property line standing on the Hope Andrews property,
15 and, again, the berm and the landscaping that we're
16 proposing just north of the walking path and sidewalk,
17 we're very confident, provide adequate buffering.

18 So the building elevations, as I mentioned,
19 Mr. Trivers with Trivers & Associates, is here. We do
20 have the samples of the house. It's predominantly
21 brick stone, decorative shingles, and there's samples.
22 And this changed today. So what's in your packets, as
23 far as building elevation, was a little bit different
24 combination of materials, was not as much brick, had
25 cementitious board, so this building elevation. I

1 have copies of the PowerPoint, which we'll pass out,
2 we did email this to Mr. Langdon midafternoon today.

3 From a rendering perspective, and, again,
4 those materials carry on all four sides, so, you know,
5 you have the north elevation, south elevation,
6 southeast elevation and east elevation.

7 So it's consistent building materials on all
8 four sides. And then from a rendering, as I mentioned
9 earlier in the presentation, there's the loop drive,
10 there's the porte-cochere, so one-story structure,
11 very compatible with the residential properties that
12 are surrounding the site.

13 And the last slide really speaks to the
14 critical void, and I don't think I need to go into a
15 lot of -- lot of great detail, but as Mr. Black had
16 mentioned, when you look at St. Louis and you look at
17 the number of people, and then you look at the number
18 of beds that exist today in comparison to Kansas City
19 or Cleveland, the number of beds, so we really
20 envision this as a two-stage project relative to the
21 hospice, Phase I and Phase II.

22 At this point, happy to answer any questions
23 that the Commission may have.

24 CHAIRMAN MADDEN: Questions for Mr. Stock?

25 Mr. Faron.

1 MR. FARON: Just looking at the first --
2 this chart here, is there any expectation to grow more
3 than the Phase II, seems like there's a need?

4 MR. BLACK: At this point, no, and not at
5 this property. There may be a need to do it in
6 another part in the -- the metropolitan area, but not
7 in -- not on this campus.

8 MR. FARON: I had a question. I -- you
9 showed a landscape plan there. I know the staff had
10 mentioned a few concerns on the agenda. Was that
11 addressing those with more landscape around the
12 hospice house for kind of the building itself and the
13 potential residents there?

14 If you remember, in the agenda it was
15 brought up that there was probably a desire to kind of
16 step that up a bit, and I guess that might be where
17 you're at with that or --

18 MR. STOCK: This landscape plan is in
19 addition to what had been previously submitted to
20 staff as well.

21 So this entire PowerPoint, we really want to
22 make it a matter of tonight's record. I emailed the
23 PowerPoint to staff midafternoon, and, again, we will
24 pass out, for all the Commission, copies, but this
25 landscape plan has been changed since the staff report

1 was written.

2 MR. FARON: Is the -- the field material, is
3 that like a hardie board, just getting back to the
4 building, is that pretty much a --

5 VOICE: Actually --

6 CHAIRMAN MADDEN: Could you come -- sir,
7 could you come up and state your name and address for
8 the record.

9 MR. TRIVERS: Andrew Trivers, 625 South
10 Skinker Boulevard.

11 There's been a recent change to the exterior
12 material palate. It is now all -- all stone and
13 brick. There will be no siding included in the
14 project at this time.

15 MR. FARON: No hardie board, no EIFS --

16 MR. TRIVERS: No hardie board.

17 MR. FARON: -- or anything --

18 MR. TRIVERS: No EIFS.

19 MR. FARON: -- just kind of cast stone
20 trim --

21 MR. TRIVERS: Not -- cast stone trim.

22 MR. FARON: -- stone veneer and masonry
23 field pretty much.

24 Maybe. With the green line, as was brought
25 up in the agenda, the green line along Olive, that

1 district, and the pedestrian flow and say the --

2 MR. STOCK: Yes.

3 MR. FARON: -- the, you know, the treeline,
4 I guess, on Mason or -- yeah, on Mason, and then the
5 green line on Olive.

6 Can you speak to that, I guess that's going
7 to be --

8 MR. STOCK: Well, I think those are really
9 subject to a site development plan that may occur
10 relative to the replacement hospital.

11 Again, the concept plan, those conditions
12 exist, the pedestrian walkways, the greenways, and I
13 think that was really what we were trying to
14 demonstrate relative to these photographs, that that
15 does exist today, and that we understand, going
16 forward, that that is part of the Comprehensive Plan,
17 the desire.

18 But at this point, with the hospice, which
19 is really the subject of the site development plan,
20 there's no changes proposed on either arterial road,
21 Olive or Mason Road.

22 MR. FARON: And I guess I probably shouldn't
23 go down the hospital project.

24 I mean I'm kind of leaning in that direction
25 with the green line and that road there being right up

1 on the -- on the Olive, and I know that's probably
2 a -- a later discussion related. We're focused on the
3 hospice center tonight -- hospice house so.

4 MR. STOCK: Yeah, I think really for the
5 replacement hospital, we've looked on the campus where
6 it's most suitable, and really that's what's
7 represented is we believe it's most suitable in the
8 northwest quadrant. The details are not known today.

9 There's not a design for it, but we're just
10 simply allocating space, and part of it is just the
11 thought process. There's a operating hospital there
12 today. You would want that hospital to be able to
13 continue, and at such time as a replacement hospital
14 were being constructed, you would want the hospital
15 there until you were able to shift over in the new
16 one, then remove it and then replace with the surface
17 parking.

18 But we are aware of those performance
19 criteria within the Comprehensive Plan.

20 MR. FARON: Sure. Thank you, Mr. Stock and
21 Mr. Trivers.

22 CHAIRMAN MADDEN: Ms. Kistner.

23 MS. KISTNER: As part of the new landscape
24 plan, does it also include irrigation?

25 MR. STOCK: It does, yes.

1 MS. KISTNER: And how far apart do you
2 anticipate the Phase I and Phase II, or is that a --

3 MR. STOCK: I don't think we know the answer
4 to that.

5 Doug, you want to speak to that.

6 MR. BLACK: We don't know the answer to that
7 at this point. You know, I think you can see the need
8 is fairly significant, and I would imagine that we
9 would probably want to move forward as quickly as
10 possible.

11 A lot of this, and something that we didn't
12 touch on, a lot of this is being completed through
13 philanthropic funding, so part of it also is securing
14 the -- the funding both for the construction and
15 ongoing operations.

16 MS. KISTNER: Final, very small question.

17 The parking, which the staff report
18 indicated was -- the spaces was, you know, more than
19 sufficient for -- compared to the required parking.
20 But will -- will the employees for that space be
21 parking there as well as --

22 MR. STOCK: Yes.

23 MS. KISTNER: And that's enough for
24 employees plus visitors to the hospice?

25 MR. STOCK: Yes.

1 MS. KISTNER: It seems small, but I -- I
2 don't know what the regular --

3 MR. STOCK: I think -- I think we're
4 comfortable that there's adequate parking. It does
5 exceed the minimum required --

6 MS. KISTNER: Right.

7 MR. STOCK: -- under the City's ordinance.
8 And, again, there is parking elsewhere on the campus.

9 There would be additional spaces added in
10 the -- in the green area, which is located here, at
11 such time as the second phase building were
12 constructed.

13 MS. KISTNER: And where would that
14 additional parking go?

15 MR. STOCK: It would really continue -- it
16 would basically --

17 MS. KISTNER: Push backwards toward --

18 MR. STOCK: -- make the design that's there
19 and just be another arc of parking --

20 MS. KISTNER: Okay.

21 MR. STOCK: -- separated with the
22 bio-retention, which would be storm water management
23 and landscaping features.

24 MS. KISTNER: Okay. Thank you.

25 CHAIRMAN MADDEN: Mr. Pullium.

1 MR. PULLIUM: The -- you answered in the
2 affirmative as to the question about irrigation, but
3 irrigation --

4 MR. STOCK: Yes, sir.

5 MR. PULLIUM: -- my understanding is that's
6 already just one of the staff recommended conditions
7 for approval.

8 And my only question is there were a number
9 of other conditions. Are you guys fine with those
10 other conditions that were in the staff report?

11 MR. STOCK: There's -- there's -- there's
12 one condition in there that I don't know how we fully
13 accomplish, and it's the dedication of right-of-way.

14 And -- and the reason I say that, along
15 Mason Road is the right-of-way that's -- and I'll go
16 to a photograph and give you an example.

17 So there's an irregular right-of-way width
18 along Mason Road of the 15 feet, which is located out
19 in front of the medical office building.

20 There's really no ability to dedicate that
21 right-of-way.

22 It would be on the parking that's out there
23 today, and the sidewalk. And so I think what staff's
24 recommendation was trying to get a uniform
25 right-of-way, and I don't know the history of the

1 right-of-way, why there's offsets there, but I think
2 there's a practical difficulty in dedicating the
3 right-of-way and then having our parking located out
4 on St. Louis County's right-of-way at Medical Office
5 Building No. 1.

6 And so we're aware of that condition, but I
7 don't know how -- and I have not discussed this with
8 staff, Mr. Pullium, that was the one condition that I
9 was unsure how we were going to be able to comply.

10 It's certainly something that under a
11 redevelopment that may happen sometime in the future,
12 and the Medical Office Building 1 were to go away and
13 the parking be modified, then we could accommodate
14 that, but at this time I don't believe we can.

15 MR. PULLIUM: You're fine with all the other
16 conditions?

17 MR. STOCK: Yes, we are. Yes, sir.

18 MR. PULLIUM: But this one's asking that you
19 dedicate a right-of-way for your existing parking lot?

20 MR. STOCK: Correct.

21 MR. FARON: Just on the use of this
22 building. In terms of the question about parking.

23 Will this be like staffed with a pretty
24 large sizeable like medical contingent there, or I
25 mean is the use of a hospice, I guess, is a little

1 different than a hospital use. There probably isn't
2 the medical need there or maybe parking --

3 MR. STOCK: That is correct.

4 MR. FARON: -- is less because it's more --
5 I mean I don't know if DNRs are involved and all that
6 kind of stuff that make this a different kind of use
7 than an emergency room, I would assume?

8 MR. STOCK: It is staffed much lighter --

9 MR. FARON: And since it's in --

10 MR. STOCK: -- than the hospital --

11 MR. FARON: Okay.

12 MR. STOCK: -- or the medical or emergency
13 room or any other uses associated with a hospital.

14 MR. FARON: It probably sounds like, as
15 we've been told, a new kind of use that's -- we need
16 dearly in this city, but I just wondering about the --
17 the use of it in terms of our -- our code. It seems
18 like a parking need there isn't as stringent as other
19 uses at a hospital facility or this district.

20 MR. STOCK: We're very comfortable with the
21 amount of spaces.

22 And the other is if you just look at the
23 site planning, the CUP is written around a legal
24 description of approximately 6 acres. So there's
25 plenty of space in there without challenging the green

1 space. So if we had to add some additional parking
2 spaces, you know, two years from now, or if something
3 were to change relative to the operation or the need,
4 we could put those parking spaces in.

5 MR. FARON: Thank you.

6 CHAIRMAN MADDEN: Okay. Is there anybody in
7 the audience?

8 Please come forward, state your name and
9 address.

10 DR. LYNCH: Good evening. My name is John
11 Lynch. I'm a resident of 25 years of Creve Coeur. I
12 live at 10530 Ladue Road. I'm also a physician at
13 Washington School of Medicine. I practice at both
14 hospitals, BJH and BJ-West County, and I currently
15 serve as the chief medical officer down at the -- at
16 the main campus, at BJH.

17 And I'm here to offer some support for the
18 hospice residential house concept.

19 As, Doug, Mr. Black, showed you, our
20 community is in -- is way behind the times in terms of
21 offering this type of facility for our -- for our
22 patients.

23 As a practicing physician, we frequently
24 find patients that we can no longer meet their needs
25 at home through our terrific hospice programs and our

1 hospital settings and our nursing homes. And a unique
2 group of patients need this type of facilities to have
3 their -- their needs met.

4 We only have one facility in our community,
5 it's in South County.

6 As a administrator of a hospital, I see this
7 frequently too as a problem where patients are being
8 admitted when their symptoms and their family's needs
9 will be much better met at a facility like -- like
10 we're contemplating this evening.

11 And then finally just one story of another
12 Creve Coeur resident, my father-in-law, and I'm under
13 oath, so I'm happy to say that I was honored and
14 pleased to live next door to my in-laws for ten years,
15 shared a property line on Ladue Road.

16 But last year he passed away after a
17 one-year battle with extensive cancer at the age of
18 92. Had a wonderful 60-year run as a Creve Coeur
19 resident.

20 But I saw many times last year where he was
21 admitted to the hospital for -- for conditions and
22 issues that could have been better served by a
23 facility like we're contemplating tonight.

24 So, again, I'm highly supportive. I think
25 the residents of Creve Coeur would -- would greatly

1 benefit from this type of facility.

2 Thank you.

3 CHAIRMAN MADDEN: Thank you, Doctor.

4 Is there anybody else in the audience?

5 Okay. Paul.

6 MS. KISTNER: Oh, there's somebody else.

7 CHAIRMAN MADDEN: Oh, I'm sorry. Come on
8 forward. State your name and address, please.

9 MS. KUTNER: My name is Susan Kutner, and I
10 live at 200 Amridge Court in Chesterfield.

11 I have been a volunteer with BJC Hospice for
12 close to eleven years. And I want to also offer my
13 support in building this facility.

14 The special kind of nurses that care for
15 hospice patients are a little bit different than the
16 hospital ones.

17 And they have had a little bit of extra
18 training, just as I have as a volunteer.

19 The problem that Dr. Lynch said with a lot
20 of the patients at home, they end up going back and
21 forth to the hospital, which puts an extra burden
22 physically on an already dying person.

23 The -- it overburdens the hospital, the
24 nurses that are taking care of them. And this is a
25 real, real need because it's an end of life, and these

1 people need to be treated with a lot of dignity, that
2 possibly in the hospital setting they don't have the
3 time for it.

4 And that's the biggest issue, I think, cause
5 the nurses are so swamped with so many patients.

6 So in this facility they can get that
7 specific care.

8 So I urge you to approve the permit for the
9 new hospice house.

10 Thank you.

11 MS. KISTNER: Thank you.

12 CHAIRMAN MADDEN: Thank you.

13 Anybody else in the audience?

14 Okay, Paul.

15 MR. LANGDON: Good evening, Mr. Chairman,
16 Members of the Planning Commission.

17 Paul Langdon, Director of Community
18 Development for the City.

19 And my thanks to Mr. Stock for keeping the
20 visuals up for us.

21 I'll keep this brief.

22 As we've already talked about, the project
23 is consistent with the Comprehensive Plan, and largely
24 consistent with the Design Guidelines, at least as
25 much as we can apply them to the hospice house and the

1 overall layout of the campus.

2 Regarding the specific condition about
3 dedication of right-of-way, I would point to the -- to
4 the wording that we recommend, that all applicable
5 site development plan shall include dedication of land
6 consistent right-of-way along Mason.

7 The key is applicable site development
8 plans.

9 I would say that the -- the one piece that
10 is opposite of -- of the hospice house out on -- on
11 Mason, right in here, that that would be a time under
12 the hospice house development to take care of that
13 right-of-way.

14 But up along the -- the section opposite the
15 medical office building, until such time as we were
16 dealing with site development plan in that area,
17 obviously, dedication would not be possible. We're
18 aware that the parking lot comes within a couple feet
19 of that existing property line.

20 So the -- the condition was written with
21 that intent. And I would request that it remain in
22 place.

23 As far as the landscape plan, the actual
24 drawing that you see there is -- is the same as the
25 actual drawing that we received in September, I see

1 the quantities are up.

2 So, again, I think their intent is to
3 comply, and I'm sure that we would get there, but I
4 would not remove that condition based simply on -- on
5 what you have on the screen, cause, visually, it's the
6 same drawing.

7 Otherwise, the -- the plan is compatible
8 with the adjacent uses, the topography, including the
9 existing berm. Did a very effective job of screening
10 it, not only from the houses, but also from the uses
11 to the south, and we don't see this as in any way
12 impacting in a negative way the City's parks to the
13 immediate east.

14 That's all I have on this matter.

15 Be happy to answer your questions.

16 CHAIRMAN MADDEN: Ms. Kistner.

17 MS. KISTNER: The -- the presentation, was
18 really pleased to hear about all the contacts with --
19 with the neighbors. That always makes things much
20 easier.

21 Are you aware of any concerns expressed by
22 neighbors that -- who may not be here?

23 MR. LANGDON: We -- we have not received any
24 negative comments from any neighbors.

25 MS. KISTNER: Great.

1 CHAIRMAN MADDEN: Anybody else?

2 Enter your evidence.

3 MR. LUMLEY: Offer the following exhibits
4 into the record of this public hearing: Documentation
5 in possession of the City Clerk reflecting the public
6 notice provided, the specific materials in the P&Z
7 agenda packet this evening, the PowerPoint
8 presentation that was made by Mr. Stock, the City's
9 Code of Ordinances and Charter, the City's
10 Comprehensive Plan and the public file regarding this
11 application.

12 CHAIRMAN MADDEN: And that will close our
13 public hearing.

14 (The Public Hearing was closed.)
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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



City Council
300 North New Ballas Rd
Creve-Coeur, MO 63141

Meeting: 11/24/14 07:00 PM
Department: Legislative /City Clerk
Category: Litigation
Prepared By: Debbie Ryan
Department Head: Debbie Ryan

SCHEDULED

ORDINANCE

Bill No. 5524 - an Ordinance Revising Chapter 235 of the Code of Ordinances Regarding Garbage, Trash and Refuse. Final Reading and Passage

Revisions to the trash ordinance are suggested based on the city's proposed trash and recycling contract with Republic Waste, effective July 1, 2015. A resolution approving a contract with Republic Waste will be included on the November 24 agenda for consideration.

Ordinance

Meeting of November 24, 2014

BILL NO. 5524

ORDINANCE NO. _____

**AN ORDINANCE REVISING CHAPTER 235 OF THE CODE OF
ORDINANCES REGARDING GARBAGE, TRASH AND REFUSE.**

WHEREAS, the City is entering into a new contract regarding trash collection services, which will become effective July 1, 2015; and

WHEREAS, certain provisions of Chapter 235 of the Code of Ordinances need to be changed effective July 1, 2015 to be in accordance with that new contract; and

WHEREAS, a copy of this ordinance has been made available for public inspection prior to its adoption by the City Council and this bill having been read by title in open meeting two times before final passage;

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

SECTION 1: The definition of “Residential Containers” in Section 235.010 of the Code of Ordinances is hereby amended to read as follows:

SECTION 235.010: DEFINITIONS

RESIDENTIAL CONTAINERS: The following containers shall be used by householders For: For curbside pickup of solid waste and recyclables, containers obtained from the City refuse collector; For optional “rear yard” pickup, standard trash containers as per City and County ordinances; For yard waste, unlined standard containers or in biodegradable paper bags obtained from the City or bearing tags obtained from the City, or ninety-five (95) gallon containers obtained from the City refuse collector. For recyclables, plastic containers with lids obtained from the City refuse collector.

SECTION 2: Section 235.020, subsection A.3, of the Code of Ordinances is hereby amended to read as follows:

Alternatively, a person, who is not eligible for disposal services from the City or from a collector under contract with the City or from a private refuse collector hired by others pursuant to subsection 2, may make their own arrangements for lawful disposition by either transporting such materials out of the City themselves or by effecting the disposal of garbage on his/her own premises by means of a garbage grinding and disposal unit and the disposal of rubbish by means of an incinerator located within or outside of a building on his/her premises and such incinerator is equipped with an electrical or mechanical device to eliminate smoke-producing gases and solids and, provided further, that these disposal facilities and their operation conform with the

Attachment: Bill No. 5524 (1144 : Bill No. 5524 - Trash and Recycling Contract)

provisions of this Chapter and all other applicable laws and have been approved by the Health Inspector.

SECTION 3: Section 235.030, subsection A.2, of the Code of Ordinances is hereby amended to read as follows:

SECTION 235.030: REFUSE DISPOSAL SERVICES -- TYPE AND SCOPE

A.2. *Service to householders.*

- a. The City's services to householders (other than apartments) under its contract with the City refuse collector or collectors shall include the collection, removal and final disposition of all solid waste, yard waste and recyclable materials and other trash which are stored in accordance with the provisions of this Chapter and duly enacted regulations on such schedule as may be established by the City. Householders shall use approved residential containers. For householders obtaining containers from the City refuse collector, the initial containers selected by the householder whether on or about July 1, 2015 or as a subsequent new occupant of a residence, shall be provided at no charge. Replacement containers such as to change size or due to householder damage shall be provided at a cost of \$15.00 to the householder. Householders may only change container sizes during the month of June each year.
- b. The City shall pay for such services pursuant to such contract(s), except that instead of the City each such householder and the other adult residents of each such household, and the condominium association when applicable, shall be jointly and severally liable to the City refuse collector serving their property for the following user fees effective July 1, 2015~~January 1, 2014~~:

Note – the following fees are stated in 2014 dollars and are subject to change and unless otherwise determined by the City Council shall increase effective each July first (1st), including July 1, 2015, based on the change in the St. Louis Consumer Price Index for Transportation published by the United States Department of Labor, Bureau of Labor Statistics between the immediately preceding June and June of the prior year, up to a maximum automatic annual increase of four percent (4%).

(1) Single-family dwelling (solid waste)

(a) optional second weekly curbside pickup \$15 per month~~\$ 9.93 per month*~~

(b) optional “rear yard” pickup, once per week \$15 per month**

(c) optional "rear yard" pickup, twice per week \$30 per month

** For services during the period from July 1, 2015 to June 30, 2016 the City will be paying 100% of these charges for residents. During the period from July 1, 2016 to June 30, 2017, the City will be paying a portion of these charges for residents, and residents will pay \$7.50 (in 2014 dollars, subject to increase as stated herein). After June 30, 2017, the City will not pay any portion of these charges, and residents will pay 100%.

(2) Condominium unit without common dumpster (solid waste) -

(a) optional second weekly curbside pickup \$15 per month ~~\$ 9.93 per month*~~

(b) optional "rear yard" pickup, once per week \$15 per month**

(c) optional "rear yard" pickup, twice per week \$30 per month

** For services during the period from July 1, 2015 to June 30, 2016 the City will be paying 100% of these charges for residents. During the period from July 1, 2016 to June 30, 2017, the City will be paying a portion of these charges for residents and residents will pay \$7.50 (in 2014 dollars, subject to increase as stated herein). After June 30, 2017, the City will not pay any portion of these charges and residents will pay 100%.

(3) Condominium unit with common dumpster (solid waste and recycling) - optional second weekly pickup, up to 3 cu. yd dumpster -
~~\$ 6.83 per month*~~ \$25 per month

~~Optional rental of ninety five (95) gallon yard waste toter~~ \$ 104.00 per year

(4) White goods \$ 25.00 per item

(5) Bulky goods, two items limit per pickup no charge ~~\$ 25.00 per pickup~~

(6) Yard waste tags (obtained from City) \$ ~~3.00~~2.35 per tag

(7) Yard waste bags (obtained from City) \$ ~~5.00~~2.85 per bag

(8) Unlimited yard waste service, once per week, curbside service including use of 95-gallon container with wheels, lid and handle \$12 per month

~~The foregoing user fee of six dollars eighty three cents (\$6.83) for condominium units served by a common dumpster is for once per week collection. An additional~~

~~weekly dumpster pickup can be arranged by the condominium association and paid for by the association on a user fee basis pursuant to the following schedule:~~

~~—— 1 cubic yard container ——— \$ 35.00 per month~~

~~—— 2 cubic yard container ——— \$ 45.00 per month~~

~~—— 3 cubic yard container ——— \$ 50.00 per month~~

~~—— 4 cubic yard container ——— \$ 55.00 per month~~

~~—— 6 cubic yard container ——— \$ 65.00 per month~~

~~The foregoing user fee of nine dollars ninety-three cents (\$9.93)* per month for single family dwellings and condominium units without a common dumpster is for once per week collection. A household may subscribe to a second (2nd) collection per week with the City refuse collector at a user fee of thirty-three dollars fifty-seven cents (\$33.57) per month.~~

~~a.c. ——— The foregoing monthly user fees of nine dollars ninety-three cents (\$9.93)* per month for single family dwellings and condominium units without a common dumpster and six dollars eighty-three cents (\$6.83)* per month for condominium units served by common dumpster shall not apply to a lot or dwelling for any month during which it is unoccupied for the full duration of the particular month. The City refuse collector shall establish procedures for property owners to submit the appropriate advance notice documentation to establish that such monthly fees do not apply during specific months due to the property being unoccupied.~~

~~Additionally, the foregoing fees shall not apply to any lot or dwelling for any month during which the property owner has elected to make other arrangements for disposition of solid waste, yard waste and recyclable material and other trash in compliance with the ordinances of the City. The City refuse collector shall establish procedures for property owners to submit the appropriate documentation to establish that they will not obtain service from such collector.~~

~~Such fees are subject to change and unless otherwise determined by the City Council shall increase effective each July first (1st) based on the change in the St. Louis Consumer Price Index for Transportation published by the United States Department of Labor, Bureau of Labor Statistics between the immediately preceding June and June of the prior year, up to a maximum automatic annual increase of four percent (4%).~~

~~b.d. ——— The City refuse collector may issue invoices on a quarterly basis for the monthly solid waste collection fees and toter rentals. Such invoices shall be paid within thirty (30) days. Interest shall accrue on charges not paid on a timely basis at a rate of one and one-half percent (1.5%) per month, and in addition to all other obligations a person failing to~~

pay such invoices on a timely basis shall be liable for all costs and attorney's fees incurred in the process of collection of such invoices.

e.e. — Upon failure to pay such usage fees for a period of sixty (60) days, the City refuse collector may terminate all optional services to the delinquent household or association, which shall then be obligated to use standard services ~~make alternative arrangements~~ for disposition of solid waste, yard waste and recyclable materials and other trash in compliance with the ordinances of the City. Any use of optional ~~the~~ services of the City refuse collector after receipt of notice of service termination, without the express written consent and approval of the City refuse collector, shall constitute stealing of services in violation of City Code Section 210.360.

~~Notwithstanding the foregoing, monthly user fees of nine dollars ninety-three cents (\$9.93)* for single family dwellings and condominium units without a common dumpster and six dollars eighty-three cents (\$6.83)* for condominiums served by a common dumpster shall be revoked and shall not take effect in the event that the voters of the City approve an additional one quarter of one percent (0.25%) sales tax pursuant to proposition submitted to them at the general election of November 2010 pursuant to Ordinance No. 5148. The other fees described above shall remain in effect.*~~

d.f. Notwithstanding the foregoing, ~~T~~those residents physically unable to make use of curbside pickup will receive once-per week rear yard collection of trash and recyclables, free of charge, for the duration of such disability. Residents seeking such free service shall submit application in the required form developed by the Department of Public Works, including verification by the resident that there is no one residing or otherwise present at their residence that is capable of transporting their refuse to the curb for collection, and obtain approval of the Director of Public Works or their designee. Residents receiving such free service shall notify the Department of Public Works and cease using such free service if they subsequently become able to use curbside pickup. Submittal of false application and/or failure to provide notice as required herein shall constitute an ordinance violation and offense subject to penalties as provided in Sections 100.090-100.110 of the City Code of Ordinances.

SECTION 4: Section 235.030, subsection B, of the Code of Ordinances, is hereby amended to read as follows:

Service By Private Collectors. Operators of apartment complexes, business establishments and public and private institutions must arrange for pickup of solid waste, yard waste and recyclable materials and other trash by private refuse collectors. All such private collectors shall perform their work in full conformity with the provisions of this Chapter. All residents other than occupants of apartments shall either be served by the City refuse collector, ~~or make alternative arrangements in compliance with the ordinances of the City.~~

SECTION 5: Section 235.050, subsection B.2.c(1), of the Code of Ordinances, is hereby amended to read as follows:

To the extent that the City's contract with the City refuse collector provides for pickup other than at the curb, householders who select the service and pay the applicable charges may utilize such pickup option consistent with the requirements of the contract and City Ordinances. However, a householder shall not place items for collection at the curb by the City refuse collector earlier than 4:00 P.M. on the day prior to the day scheduled for collection of such items. Any containers used for the disposal of such items shall be removed from the curb by the householder not later than 6:00 AM the day following the scheduled collection. In the event that the amount of materials left for collection exceeds limitations imposed by the City Administrator or, in the absence of such formal limitations, a reasonable amount as determined by the City refuse collector, then the City refuse collector shall require the residents to schedule a bulky goods/furniture and/or white goods/appliances pickup.

SECTION 6: Section 235.050, subsection G, of the Code of Ordinances, is hereby amended to read as follows:

When not lawfully at the curb for collection, residential containers shall be stored on the premises either inside a structure or otherwise in a location that is not in an area between the street of address and the plane of any face of the house that is predominantly oriented towards that street of address. To the extent solid waste collection pickup is available at other than the curb, and applicable charges have been paid, the container shall be placed for pickup in compliance with the terms of the contract between the City and the City refuse collector but shall not be in an area between the street of address and the plane of any face of the house that is predominantly oriented towards that street of address earlier than 4:00 P.M. on the day prior to the day scheduled for collection of such items or later than 6:00 AM the day following the scheduled collection.-

SECTION 7: Section 235.060, subsection A, of the Code of Ordinances, is hereby amended to read as follows:

Every owner of a commercial building, including apartments and other multi-family dwelling complexes ~~having units that do not have individual street frontage~~, shall provide at least one (1) refuse container for each building, unless additional containers or other methods are deemed necessary by the Director of Public Works for proper and sanitary storage of refuse. Said containers shall have a capacity of not less than twenty-five (25) gallons nor more than thirty-two (32) gallons and shall be constructed of galvanized iron or similar durable material of not less than twenty-six (26) gauge thickness. These containers shall be equipped with tight-fitting lids.

SECTION 8: Section 235.080, subsection C, of the Code of Ordinances, is hereby amended to read as follows:

Recyclable materials for collection shall be placed at the curb in City-approved residential container not earlier than 4:00 P.M. on the day prior to the day scheduled for collection of recyclables. Any containers used for the disposal of such items shall be removed from the curb by the householder not later than 6:00 A.M. the day following the scheduled collection. Residents unable to place recyclable materials at the curb for pickup due to documented disability may receive alternative collection services in compliance with the terms of the contract between the City and the City refuse collector as provided in Section 235.030, but the containers shall not be in an area between the street of address and the plane of any face of the house that is predominantly oriented towards that street of address except between 4:00 P.M. on the day prior to the day scheduled for collection of such items and 6:00 AM the day following the scheduled collection.

SECTION 9: This ordinance shall become effective on July 1, 2015, pursuant to Section 3.11(g) of the City Charter.

Passed this ____ day of _____ 2014.

Charlotte D'Alfonso
President of City Council

Approved this ____ day of _____ 2014.

Barry Glantz
Mayor

Attest:

Deborah Ryan, MRCC
City Clerk



CITY OF CREVE COEUR

November 5, 2014

To: Mayor and City Council

Re: Trash Contract and Ordinance

Over the last several months, the City Council has considered whether to accept the Republic Waste proposal for trash and recycling service, as submitted in the Fall of 2013, referred to as the "Optional New Contract". The Optional New Contract, which includes curbside trash service with the option of valet service for an additional fee, will run for a term of five years beginning July 1, 2015, with an option for a five-year extension.

Valet Service Fees

At its September 22 meeting, the City Council reached consensus on a transition plan for valet service fees, whereby the city will subsidize the valet service fee as follows:

Year 1 - \$15 (full subsidy) per month

Year 2 - \$7.50 (one-half subsidy) per month

Year 3 - \$0 (no subsidy) per month

In year 3 and in subsequent contract years, residents will be responsible for the full cost of the \$15 valet service (subject to annual consumer price index increases not exceeding 4%). All residents will receive curbside trash service at no fee.

Toters

Toters for both recycling and trash will be provided to residents for curbside service. Residents opting for valet service will not be provided with a toter due to worker safety, as described in the Republic Waste letter of October 20, 2014.

The smallest toter option will be 48 gallon instead of 35 gallon, due to mechanical problems the hauler has experienced with the 35 gallon toter. There will be no difference in cost resulting from this change.

Natural Gas Vehicles

Due to the city subsidy of valet service, Republic Waste anticipates a high level of valet usage. As a result, Republic has requested additional time to convert their fleet to the automated design powered by



compressed natural gas (CNG). Under the revised terms, Republic is provided two years, or June 30, 2017, to transition to CNG vehicles.

Information Campaign

Following approval of the ordinance and contract, the City will begin an informational campaign, in cooperation with Republic Waste to inform residents of the change in service and advise them of the environmental and economic benefits of curbside trash service. We will engage the newly-created Energy and Environment Committee in this effort.

Approval Timeline

An ordinance revising Chapter 235 of the code of ordinances regarding trash is included for first reading on the November 10 City Council agenda, with final reading and passage scheduled for November 24.

A resolution approving the contract with Republic Waste will be placed on the November 24 agenda.

Notice must be provided by January 1 to Republic Waste if the City desires to accept the proposal for curbside service with the valet option for a July 1, 2015 effective date.

Sincerely,

Mark Perkins

City Administrator



City Council
300 North New Ballas Rd
Creve-Coeur, MO 63141

Meeting: 11/24/14 07:00 PM
Department: City Council
Category: Amendment
Prepared By: Andrea Muskopf
Department Head: Sharon Stott

SCHEDULED

ORDINANCE

**Bill No. 5526 - an Ordinance Amending Provisions of the
Municipal Code in Chapter 135 Municipal Court, Section
135.240 Court Costs, Subsection (A)(4) Pertaining to
Domestic Violence Shelters, to Change the Amount of Court
Costs on Ordinance Violations. Final Reading and Passage**

Amendment to change the municipal court fees collected from \$2.00 to \$3.00 for the purpose of providing operating revenues for domestic violence shelters. Recent state legislation raised the amount which courts can collect from \$2.00 per case to \$4.00 per case.

Ordinance

Meeting of November 24, 2014

Bill No. 5526

Ordinance No. _____

AN ORDINANCE AMENDING PROVISIONS OF THE MUNICIPAL CODE IN CHAPTER 135 MUNICIPAL COURT, SECTION 135.240 COURT COSTS, SUBSECTION (A)(4) PERTAINING TO DOMESTIC VIOLENCE SHELTERS, TO CHANGE THE AMOUNT OF COURT COSTS ON ORDINANCE VIOLATIONS.

WHEREAS, the City has been collecting the charge of \$2.00 per municipal court case for the purpose of providing operating expenses for shelters for battered persons;

WHEREAS, the City disbursed approximately \$18,511 during 2014 to seven domestic violence shelters;

WHEREAS, the 2014 Missouri Legislature has increased the maximum amount of court costs that can be collected to support domestic violence shelters from \$2.00 to \$4.00 per municipal court case;

WHEREAS, the City can change the fee to further support the operating expenses for shelters;

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

Section 1: Section 135.240(A)(4) is hereby amended to read as follows:

(A)(4) Pursuant to the authority granted by Section 488.607, RSMo., an assessment of an additional Court cost of three dollars (\$3.00) on all ordinance violations, except when the proceedings or defendant have been dismissed by the Court or when costs are to be paid by the City. Such costs shall be collected by the Clerk of the Court and disbursed by the City Council for the purpose of providing operating expenses for shelters for battered persons as defined by Sections 455.200 et seq., RSMo.

Section 2: This Ordinance shall become effective January 1, 2015.

ADOPTED THIS ____ DAY OF November, 2014

CHARLOTTE D'ALFONSO
PRESIDENT OF THE CITY COUNCIL

APPROVED THIS ____ DAY OF November, 2014

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN, CITY CLERK

Attachment: Bill No. 5526 (1137 : Bill No. 5526 - Domestic Shelter Court Cost)



City Council
300 North New Ballas Rd
Creve-Coeur, MO 63141

Meeting: 11/24/14 07:00 PM
Department: Planning Division
Category: Litigation
Prepared By: Whitney Kelly
Department Head: Paul Langdon

SCHEDULED

STAFF REPORT

**Bill No. 5527 - an Ordinance Approving the Annexation of the
Western Portion of the Properties Known and Numbered as
910 and 912 Woodshire Lane into the City of Creve Coeur.
First Reading**

Melvin and Julie McCollum own 912 Woodshire Lane, and Andrew and Jacqueline Voss, own 910 Woodshire Lane, and the western portion of each property is located in the City of Creve Coeur, and the eastern portion of each property is in unincorporated St. Louis County. The property owners have submitted a request for annexation of the aforesaid eastern portion of their properties into the City of Creve Coeur.

BILL NO. 5527

ORDINANCE NO. _____

**AN ORDINANCE APPROVING THE ANNEXATION OF THE WESTERN
PORTION OF THE PROPERTIES KNOWN AND NUMBERED AS 910 AND 912
WOODSHIRE LANE INTO THE CITY OF CREVE COEUR.**

WHEREAS, Melvin and Julie McCollum own 912 Woodshire Lane, and Andrew and Jacqueline Voss, own 910 Woodshire Lane, and the western portion of each property is located in the City of Creve Coeur, and the eastern portion of each property (approximately 10,117 square feet, of 910 Woodshire Lane, and 4,547 square feet of 912 Woodshire Lane as described in Exhibit A and Exhibit B attached hereto and incorporated herein) is in unincorporated St. Louis County; and

WHEREAS, the property owners have submitted a signed and verified petition requesting annexation of the aforesaid eastern portion of their properties into the City of Creve Coeur, and;

WHEREAS, a public hearing was held by the City Council of Creve Coeur on Monday, November 24th, 2014, beginning at 7:00 p.m., or immediately following the close of the previous agenda item, on said application; and

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

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

WHEREAS, the City Council being fully informed finds that such property is contiguous and compact to the existing corporate limits of the City, that the annexation is reasonable and necessary to the proper development of the City, that the City has the ability to furnish normal municipal services to the area to be annexed within a reasonable time, and that such annexation is in the best interest of all concerned; and

WHEREAS, the Planning and Zoning Commission reviewed and approved the annexation on November 4, 2013, by unanimous vote; and

WHEREAS, the proposed annexation qualifies as a boundary adjustment that is not subject to review by the St. Louis County Boundary Commission provided that St. Louis County also consents thereto by ordinance; and

WHEREAS, the property to be annexed is currently zoned R3 single family residential by St. Louis County, and shall be included in the zoning of 910 and 912 Woodshire Lane, zoned "A" Single Family Residential:

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

Section 1: The City hereby extends its municipal boundaries to include the property described on Exhibit A and B attached hereto and incorporated herein, subject to consent thereto by ordinance of St. Louis County.

Attachment: Bill No. 5527 (1147 : Bill No. 5527 - Annexation 910 & 912 Woodshire Lane Boundary Adjustment)

BILL NO. _____

ORDINANCE NO. _____

Section 2: Upon verification of adoption of such consent ordinance by St. Louis County, the City Clerk shall cause three certified copies of this ordinance to be filed with the clerk of St. Louis County and with the assessor for St. Louis County, and one certified copy to be filed with the election authority for St. Louis County, whereupon the annexation shall be complete and final and thereafter all courts of this state shall take judicial notice of the limits of the City as so extended. Certified copies of this ordinance shall also be provided to the recorder of deeds of St. Louis County and the clerk of the circuit court of St. Louis County, and the St. Louis Boundary Commission.

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

ADOPTED THIS ____ DAY OF _____, 2014.

CHARLOTTE D'ALFONSO
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2014.

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK

Melvin W. & Julie B. McCollum
912 Woodshire Lane
Creve Couer, MO 63141

Andrew J. and Jacqueline K. Voss
910 Woodshire Lane
Creve Couer, MO 63141

October 9, 2014

Paul Langdon
Director of Community Development
300 North New Ballas Rd.
Creve Couer, MO 63141-7533

RE: Boundary Adjustment and Annexation for Properties Located at (i) 910 Woodshire Lane, St. Louis, MO 63141 ("910 Woodshire"), and (ii) 912 Woodshire Lane, St. Louis, MO 63141 ("912 Woodshire," and together with 910 Woodshire, the "Properties")

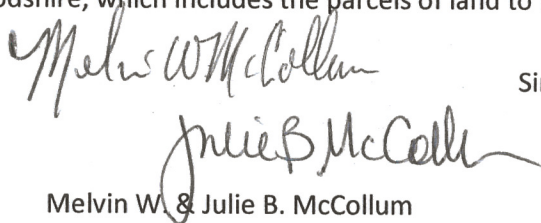
Dr. Mr. Langdon:

We are the owners of the two (2) parcels of land mentioned above, 910 Woodshire and 912 Woodshire. On or about December 31, 2013, we separately purchased contiguous parcels of land located in unincorporated St. Louis County, each located just east of the Properties. For convenience, we have attached to this Letter, as Exhibits A and B, the filed Quit Claim Deeds illustrating the Adjusted Lots for both 910 Woodshire and 912 Woodshire.

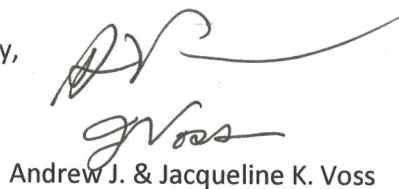
The purpose of this letter is to request the commencement of a boundary adjustment procedure in conformity with the policies, procedures and requirements of both the City of Creve Coeur and St. Louis County in order to bring that portion of the Properties situated in unincorporated St. Louis County into the City of Creve Coeur. We initiated this process some time ago as evidenced by that certain Application for Planning and Zoning Commission dated November 1, 2013, attached hereto as Exhibit C.

Presently, we are the sole owners of our respective Properties. We hereby request the City of Creve Coeur to initiate the boundary adjustment and annexation process and consent to all actions taken by the City of Creve Coeur in furtherance of such action.

Attached to this letter, please see the exhibits depicting the Adjusted Lots for both 910 and 912 Woodshire, which includes the parcels of land to be adjusted and annexed.


Melvin W. & Julie B. McCollum

Sincerely,


Andrew J. & Jacqueline K. Voss

Cc: Lori Feigel, Comprehensive Planning Manager, Saint Louis County Planning Department,
41 South Central Avenue, 5th floor, Clayton, MO 63105-1755

Attachment: Request for Annexation-Boundary Adjustment (1147 : Bill No. 5527 - Annexation 910 & 912 Woodshire Lane Boundary

Parcel Address	Locator Number - STLCO	Municipality	Area
910 Woodshire Lane	17N530933	CREVE COEUR	17,500 square feet
Adjusted Lot – 910 WL	17N530942	UNINCORPORATED	10,117 square feet
912 Woodshire Lane	17N530951	CREVE COEUR	17,500 square feet
Adjusted Lot – 912 WL	17N530960	UNINCORPORATED	4,547 square feet

<http://revenue.stlouisco.com/IAS/>

REAL PROPERTY CERTIFICATE OF VALUE ST LOUIS COUNTY

Type or print all information. All questions must be answered by grantee.

DATE / /

DAILY

1. Grantor: Melvin W. McCollum and Julie B. McCollum
2. Grantee: Melvin W. McCollum and Julie B. McCollum
3. Address of Property: 912 Woodshire Lane 603141

Locator(s): 17N530366

4. Is this newly constructed residential property? Yes ☐ , No ☒ . If "Yes", date of occupancy: / /
5. Intended use of property? Present use ☐ , Renovation ☐ , New Development ☐ , Short term Investment ☐
6. Did the transaction transfer title in any of the following ways:
- | | |
|--|---|
| A. To or from any governmental or political agency?..... | - Yes ☐ |
| B. For the purpose of correcting a previously recorded deed?..... | - Yes ☐ |
| C. For the purpose of releasing security for a debt?..... | - Yes ☐ |
| D. Sale for delinquent taxes?..... | - Yes ☐ |
| E. Sale of cemetery lot?..... | - Yes ☐ |
| F. Transfer of severed mineral interests?..... | - Yes ☐ |
| G. By order of any court?..... | - Yes ☐ |
| H. By deed between husband & wife, parent & child, without actual consideration; to or from a family corporation or partnership or trust for no consideration?..... | - Yes ☒ |
| I. By deed of partition?..... | - Yes ☐ |
| J. By deed made pursuant to merger, consolidation, sale or transfer of the assets of a corporation pursuant to a plan filed with the Missouri Secretary of State?..... | - Yes ☐ |
| K. By executory contract for deed?..... | - Yes ☐ |
| L. By deed of distribution conveying property to heirs?..... | - Yes ☐ |
| M. By lease or easement?..... | - Yes ☐ |
| N. By deed which conveys property held in name of partnership to any partner or partner's spouse?..... | - Yes ☐ |

If any of the above are marked yes, go to item 10.

7. Did this transaction involve any of the following:
- A. A transaction between relatives or related corporations?..... - Yes ☐
- B. A compulsory transaction in lieu of foreclosure, divorce, court order, condemnation, probate? - Yes ☐
- C. A transaction with one of the following types of deed: Quit Claim Deed, Trustee's Deed,
Deed conveying less than full fee simple interest in property?..... - Yes ☐

If a, b, or c was answered yes, explain:

8. A. Full consideration, including the amount of all assumed mortgages and liens, excluding personal property:
Mortgage(s): \$ _____ Cash: \$ _____ Total: \$ _____
B. If a gift, in whole or part, state the estimated market value of the gift portion: \$ _____
C. Was a trade of property involved in this transaction? Yes ☐, No ☒
If "Yes" estimate the value and describe the traded property: Estimated Value: \$ _____
Describe Property: _____
9. If you believe this transaction does not represent market value, please attach any additional information that you want the County Assessor to consider.
10. I certify under the penalty of law that this statement has been examined by me and to the best of my knowledge and belief is a true, correct and complete statement.

DATE _____

SIGNATURE OF GRANTEE OR HIS REPRESENTATIVE

MELVIN W. McCollum JULIE B. McCollum
PRINT NAME AND POSITION

THIS CERTIFICATE TO BE FILED WITH DEED AT TIME OF RECORDING

FORM COV1 REV: 12/09



* 2 0 1 4 0 1 1 4 0 0 3 6 3 *

GERALD E. SMITH, RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 SOUTH CENTRAL, CLAYTON, MO 63105

TYPE OF
INSTRUMENT
QCD

GRANTOR
MCCOLLUM MELVIN W ETUX

TO

GRANTEE
MCCOLLUM MELVIN W ETUX

PROPERTY
DESCRIPTION:

WOODSHIRE SUB. L: ADJ 12 PB: 361 PG: 392WOP

Lien Number

Notation

Locator

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to TYPE OF INSTRUMENT, the NAMES of the GRANTOR and GRANTEE as well as the DESCRIPTION of the REAL PROPERTY affected is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, the ATTACHED DOCUMENT governs. Only the DOCUMENT NUMBER, the DATE and TIME of filing for record, and the BOOK and PAGE of the recorded Document is taken from this CERTIFICATION SHEET.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

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

Document Number
00363

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 6 pages, (this page inclusive), was filed for record in my office on the 14 day of January 2014 at 11:05AM and is truly recorded in the book and at the page number printed above.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

EE
Deputy Recorder



Gerald E. Smith
Recorder of Deeds
St. Louis County, Missouri

Mail to:

Polsinelli Shugart PC
700 W. 47th St Suite 1000
Kansas City, MO 64112

Destination code: 4003

RECORDING FEE 36.00
(Paid at the time of Recording)

(Space above reserved for Recorder of Deeds certification)

1. **Title of Document:** Quit Claim Deed
2. **Date of Document:** December 31, 2013
3. **Grantor(s):** Melvin W. McCollum and Julie B. McCollum
4. **Grantee(s):** Melvin W. McCollum and Julie B. McCollum
5. **Statutory Mailing Address(s):**

Grantor:

912 Woodshire Lane
St. Louis, Missouri 63141

Grantee:

912 Woodshire Lane
St. Louis, Missouri, 63141
6. **Legal Description:** See Exhibits A and B attached hereto
7. **Reference Book and Page(s):** None

QUIT CLAIM DEED

This **QUIT CLAIM DEED**, made and entered into this 31st day of December, 2013, is by and between Melvin W. McCollum and Julie B. McCollum, as husband and wife residing in the State of Missouri ("**Grantor**") and Melvin W. McCollum and Julie B. McCollum, husband and wife residing in the State of Missouri ("**Grantee**").

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other valuable consideration to it paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, does by these presents **REMISE, RELEASE AND FOREVER QUIT-CLAIM** unto Grantee, all of its right, title and interest in and to the real estate, situated in the County of St. Louis, State of Missouri, described on Exhibit A, attached hereto and incorporated herein.

TO HAVE AND TO HOLD THE SAME, together with all rights, immunities, privileges, and appurtenances thereto belonging, unto Grantee, and the heirs and assigns of Grantee forever, so that neither Grantor, nor any other person or persons for Grantor or in Grantor's name or behalf, will hereinafter claim or demand any right or title to the aforesaid interest in real estate or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

[Remainder of Page Intentionally Left Blank; Signatures to Follow]

IN WITNESS WHEREOF, Grantor has caused this Quit Claim Deed to be signed as of the day and year first above written.

GRANTOR:

Melvin W. McCollum
Melvin W. McCollum

Julie B. McCollum
Julie B. McCollum

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

On this 31st day of December, 2013, before me Rebecca M. O'Brien, a Notary Public in and for said state, personally appeared Melvin W. McCollum and Julie B. McCollum to me personally known and acknowledged that such person executed the same as such person's free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

(SEAL)

Rebecca M. O'Brien
Notary Public
Print Name: Rebecca M. O'Brien
My Commission Expires: Nov. 26, 2014

REBECCA M. O'BRIEN
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
ST. CHARLES COUNTY
MY COMMISSION EXPIRES NOV. 26, 2014
COMMISSION #10973125

Exhibit A
(Legal Description)

Adjusted Lot 12 of Woodshire Subdivision, a subdivision in St. Louis County, Missouri, according to the Boundary Adjustment Plat thereof recorded in Plat Book 361, pages 392-393, of the St. Louis County Records.

Being commonly known and numbered as 912 Woodshire Lane, St. Louis, Missouri 63141.

Exhibit B
(Legal Description)

Adjusted Lot 5 of Oak Lake Estates, a subdivision in St. Louis County, Missouri, according to the Boundary Adjustment Plat thereof recorded in Plat Book 361, pages 392-393, of the St. Louis County Records.

Being commonly known and numbered as 11130 Oak Lake Court, St. Louis, Missouri 63146.

DAILY

- Locator(s): 17N 530.300

4. Is this newly constructed residential property? Yes ☐ , No ☒ . If "Yes", date of occupancy: 1 / 1 / 2011
5. Intended use of property? Present use ☐ , Renovation ☐ , New Development ☐ , Short term Investment ☐
6. Did the transaction transfer title in any of the following ways:
- | | |
|--|--------------------------------|
| A. To or from any governmental or political agency?..... | - Yes ☐ |
| B. For the purpose of correcting a previously recorded deed?..... | - Yes ☐ |
| C. For the purpose of releasing security for a debt?..... | - Yes ☐ |
| D. Sale for delinquent taxes?..... | - Yes ☐ |
| E. Sale of cemetery lot?..... | - Yes ☐ |
| F. Transfer of severed mineral interests?..... | - Yes ☐ |
| G. By order of any court?..... | - Yes ☐ |
| H. By deed between husband & wife, parent & child, without actual consideration; to or from a family corporation or partnership or trust for no consideration?..... | - Yes ☐ |
| I. By deed of partition?..... | - Yes ☐ |
| J. By deed made pursuant to merger, consolidation, sale or transfer of the assets of a corporation pursuant to a plan filed with the Missouri Secretary of State?..... | - Yes ☐ |
| K. By executory contract for deed?..... | - Yes ☐ |
| L. By deed of distribution conveying property to heirs?..... | - Yes ☐ |
| M. By lease or easement?..... | - Yes ☐ |
| N. By deed which conveys property held in name of partnership to any partner or partner's spouse?..... | - Yes ☐ |

7. Did this transaction involve any of the following:

A. A transaction between relatives or related corporations?..... - Yes ☐

B. A compulsory transaction in lieu of foreclosure, divorce, court order, condemnation, probate? - Yes ☐

C. A transaction with one of the following types of deed: Quit Claim Deed, Trustee's Deed,
Deed conveying less than full fee simple interest in property?..... - Yes ☐

8. A. Full consideration, including the amount of all assumed mortgages and liens, excluding personal property:
Mortgage(s): \$ _____ Cash: \$ _____ Total: \$ _____

B. If a gift, in whole or part, state the estimated market value of the gift portion: \$ _____

C. Was a trade of property involved in this transaction? Yes ☐, No ☒
If "Yes" estimate the value and describe the traded property: Estimated Value: \$ _____
Describe Property: _____

- 1/14/2014
DATE

SIGNATURE OF GRANTEE OR HIS REPRESENTATIVE

Andrew J. Voss Jacqueline Voss
PRINT NAME AND POSITION

Book:20838 - Page:1080



* 2 0 1 4 0 1 1 4 0 0 3 6 4 *

GERALD E. SMITH, RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 SOUTH CENTRAL, CLAYTON, MO 63105

TYPE OF INSTRUMENT	GRANTOR	TO	GRANTEE
QCD	MCCULLOM MELVIN W ETUX		VOSS ANDREW J ETUX

PROPERTY
DESCRIPTION: WOODSHIRE SUB. L: ADJ 10 PB: 361 PG: 392WOP

Lien Number	Notation	Locator
-------------	----------	---------

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to TYPE OF INSTRUMENT, the NAMES of the GRANTOR and GRANTEE as well as the DESCRIPTION of the REAL PROPERTY affected is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, the ATTACHED DOCUMENT governs. Only the DOCUMENT NUMBER, the DATE and TIME of filing for record, and the BOOK and PAGE of the recorded Document is taken from this CERTIFICATION SHEET.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

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

Document Number
00364

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 6 pages, (this page inclusive), was filed for record in my office on the 14 day of January 2014 at 11:05AM and is truly recorded in the book and at the page number printed above.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

EE
Deputy Recorder



Gerald E. Smith
Recorder of Deeds
St. Louis County, Missouri

Mail to:

Polsinelli Shugart PC
700 W. 47th St Suite 1000
Kansas City, MO 64112

Destination code: 4003

RECORDING FEE 36.00
(Paid at the time of Recording)

(Space above reserved for Recorder of Deeds certification)

1. **Title of Document:** Quit Claim Deed
2. **Date of Document:** December 31, 2013
3. **Grantor(s):** Melvin W. McCollum and Julie B. McCollum
4. **Grantee(s):** Andrew J. Voss and Jacqueline K. Voss
5. **Statutory Mailing Address(s):**

Grantor:

912 Woodshire Lane
St. Louis, Missouri 63141

Grantee:

910 Woodshire Lane
St. Louis, Missouri, 63141
6. **Legal Description:** See Exhibits A and B attached hereto
7. **Reference Book and Page(s):** None

QUIT CLAIM DEED

This **QUIT CLAIM DEED**, made and entered into this 31st day of December, 2013, is by and between Melvin W. McCollum and Julie B. McCollum, as husband and wife residing in the State of Missouri ("**Grantor**") and Andrew J. Voss and Jacqueline K. Voss, husband and wife residing in the State of Missouri ("**Grantee**").

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other valuable consideration to it paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, does by these presents **REMISE, RELEASE AND FOREVER QUIT-CLAIM** unto Grantee, all of its right, title and interest in and to the real estate, situated in the County of St. Louis, State of Missouri, described on Exhibit A, attached hereto and incorporated herein.

TO HAVE AND TO HOLD THE SAME, together with all rights, immunities, privileges, and appurtenances thereto belonging, unto Grantee, and the heirs and assigns of Grantee forever, so that neither Grantor, nor any other person or persons for Grantor or in Grantor's name or behalf, will hereinafter claim or demand any right or title to the aforesaid interest in real estate or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

[Remainder of Page Intentionally Left Blank; Signatures to Follow]

IN WITNESS WHEREOF, Grantor has caused this Quit Claim Deed to be signed as of the day and year first above written.

GRANTOR:

Melvin W. McCollum
Melvin W. McCollum

Julie B. McCollum
Julie B. McCollum

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

On this 31st day of December, 2013, before me Rebecca M. O'Brien, a Notary Public in and for said state, personally appeared Melvin W. McCollum and Julie B. McCollum to me personally known and acknowledged that such person executed the same as such person's free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

(SEAL)

Rebecca M. O'Brien
Notary Public
Print Name: Rebecca M. O'Brien
My Commission Expires: Nov. 26, 2014

REBECCA M. O'BRIEN
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
ST. CHARLES COUNTY
MY COMMISSION EXPIRES NOV. 26, 2014
COMMISSION #10973125

Exhibit A
(Legal Description)

Adjusted Lot 10 of Woodshire Subdivision, a subdivision in St. Louis County, Missouri, according to the Boundary Adjustment Plat thereof recorded in Plat Book 361, pages 392-393, of the St. Louis County Records.

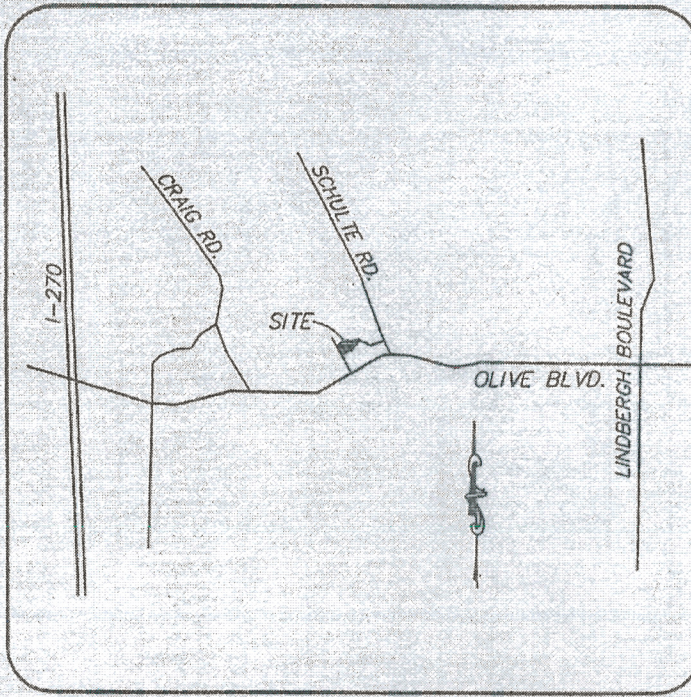
Being commonly known and numbered as 910 Woodshire Lane, St. Louis, Missouri 63141.

Exhibit B
(Legal Description)

Adjusted Lot 5 of Oak Lake Estates, a subdivision in St. Louis County, Missouri, according to the Boundary Adjustment Plat thereof recorded in Plat Book 361, pages 392-393, of the St. Louis County Records.

Being commonly known and numbered as 11130 Oak Lake Court, St. Louis, Missouri 63146.

VICINITY MAP
NOT TO SCALE



2013121200748
PLAT: BK: 361, PG: 392-393
FILED FOR RECORD
Dec 12, 2013 3:04 PM

RECORDER OF DEEDS
ST. LOUIS COUNTY, MO.
Witness my hand and official seal
on the day and year aforesaid

Janice M. Hammond

Deputy Recorder: SDW2

748

OWNER SCRIPT

THE UNDERSIGNED OWNERS OF THE TRACT OF LAND DESCRIBED IN THE SURVEYOR'S CERTIFICATE HAVE CAUSED A BE PREPARED IN THE MANNER SHOWN ON THE ADJACENT PLAT WHICH PLAT SHALL BE KNOWN AS "BOUNDARY ADJ OF WOODSHIRE SUBDIVISION AND LOT 5 OF OAK LAKE ESTATES" AND THAT ALL EXISTING EASEMENTS ARE SHOWN

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL THIS 15 DAY OF November 2013.

Melvin W. McCollum
MELVIN W. MCCOLLUM

Julie B. McCollum
JULIE B. MCCOLLUM

Andrew J. Voss
ANDREW J. VOSS

Jaqueline K. Voss
JAQUELINE K. VOSS

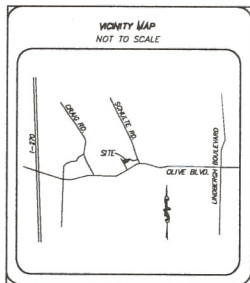
STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

ON THIS 15 DAY OF November, 2013, BEFORE ME PERSONALLY APPEARED MELVIN W. MC TO ME KNOWN TO BE THE PERSON(S) DESCRIBED IN, AND WHO EXECUTED THE FORGOING INSTRUMENT, AND ACKNO SAME AS THEIR FREE ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL ON THE DAY AND YEAR FIRST AB

FOR ADDITIONAL EVIDENCE

Julie B. McCollum



OWNER SCRIPT

THE UNDERSIGNED OWNERS OF THE TRACT OF LAND DESCRIBED IN THE SURVEYOR'S CERTIFICATE HAVE CAUSED A BOUNDARY ADJUSTMENT PLAT TO BE PREPARED IN THE MANNER SHOWN ON THE ADJACENT PLAT WHICH PLAT SHALL BE KNOWN AS "BOUNDARY ADJUSTMENT PLAT OF LOTS 10 AND 12 OF WOODSHIRE SUBDIVISION AND LOT 5 OF OAK LAKE ESTATES" AND THAT ALL EXISTING EASEMENTS ARE SHOWN.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL THIS _____ DAY OF _____, 2013.

MELVIN R. MCCOLLUM _____ JAKE B. MCCOLLUM _____

ANDREW J. VOSS _____ JACQUELINE K. VOSS _____

STATE OF MISSOURI }
COUNTY OF ST. LOUIS } SS

ON THIS _____ DAY OF _____, 2013, BEFORE ME PERSONALLY APPEARED MELVIN R. MCCOLLUM AND JAKE B. MCCOLLUM, TO ME KNOWN TO BE THE PERSONS DESCRIBED IN, AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIRMED MY SEAL ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

STATE OF MISSOURI }
COUNTY OF ST. LOUIS } SS

ON THIS _____ DAY OF _____, 2013, BEFORE ME PERSONALLY APPEARED ANDREW J. VOSS AND JACQUELINE K. VOSS TO ME KNOWN TO BE THE PERSONS DESCRIBED IN, AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIRMED MY SEAL ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

THIS PLAT HAS BEEN REVIEWED UNDER SECTION 1008.360 OF THE ST. LOUIS COUNTY SUBDIVISION ORDINANCE (CHAPTER 1000) AND APPROVED BY THE ST. LOUIS COUNTY DEPARTMENT OF PLANNING ON _____, 2013.

THE PURPOSE OF THIS PLAT IS TO ADJUST A BOUNDARY BETWEEN ADJACENT PROPERTIES. NO ADDITIONAL LOTS ARE CREATED, NO EASEMENTS ARE NEGATED BY THIS PLAT, AND THE ORIGINAL LOTS ARE NOT REDUCED BELOW THE MINIMUM SIZE REQUIREMENTS OF THE ZONING ORDINANCE (CHAPTER 1003) OF THE SUBDIVISION ORDINANCE.

DIRECTOR OF ST. LOUIS COUNTY PLANNING

GLEN A. POWERS _____ DATE _____

I, DEBORAH RYAN, CITY CLERK FOR AND WITHIN THE CITY OF CREVE COEUR, MISSOURI, DO HEREBY CERTIFY THAT THIS BOUNDARY ADJUSTMENT PLAT IS IN COMPLIANCE WITH ORDINANCE NUMBER 3123 AND APPROVED ON THE 22ND DAY OF FEBRUARY, 2013, AS APPROVED BY THE CITY COUNCIL OF THE CITY OF CREVE COEUR.

DEBORAH RYAN, CITY CLERK
CITY OF CREVE COEUR, MISSOURI

IT IS HEREBY CERTIFIED THAT THIS BOUNDARY ADJUSTMENT PLAT WAS APPROVED ON THE _____ DAY OF _____, 2013, PURSUANT TO THE SUBDIVISION REGULATIONS OF THE CITY OF CREVE COEUR, MISSOURI, AS OUTLINED IN SECTION 410.0317 OF ORDINANCE NO. 3123.

PLANNING AND ZONING COMMISSION
CITY OF CREVE COEUR, MISSOURI

THOMAS MADDER, CHAIR
CITY OF CREVE COEUR, MISSOURI

**BOUNDARY ADJUSTMENT PLAT OF
LOTS 10 AND 12 OF WOODSHIRE SUBDIVISION AND LOT 5 OF OAK LAKE ESTATES**

ST. LOUIS COUNTY, MISSOURI
ZONED "R-3" (ST. LOUIS COUNTY)
ZONED "A" SINGLE FAMILY RESIDENTIAL (CITY OF CREVE COEUR)

ORIGINAL LOT 6

LOT 5 OF OAK LAKE ESTATES AS RECORDED IN PLAT BOOK 92 PAGES 3 AND 4 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS

ADJUSTED LOT 6

PART OF LOT 5 OF OAK LAKE ESTATES AS RECORDED IN PLAT BOOK 92 PAGES 3 AND 4 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERN MOST CORNER OF SAID LOT 5, ON THE SOUTH LINE OF OAK LAKE (3076) COURT;

THENCE ALONG THE LINE COMMON TO LOTS 4 AND 5 OF SAID OAK LAKE ESTATES SOUTH 47 DEGREES 00 MINUTES 32 SECONDS WEST A DISTANCE OF 97.30 FEET TO THE NORTHERN MOST CORNER OF BARON HARRITT TRUSTEE AS RECORDED IN BOOK 17534 PAGE 2432 OF THE ST. LOUIS COUNTY RECORDS;

THENCE ALONG SAID NORTHWEST LINE OF SAID BARON HARRITT TRUSTEE SOUTH 59 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 50.06 FEET;

THENCE DEPARTING SAID NORTHWEST LINE OF SAID BARON HARRITT TRUSTEE NORTH 42 DEGREES 43 MINUTES 30 SECONDS WEST A DISTANCE OF 40.20 FEET;

THENCE NORTH 30 DEGREES 40 MINUTES 58 SECONDS WEST A DISTANCE OF 80.00 FEET;

THENCE NORTH 14 DEGREES 24 MINUTES 09 SECONDS WEST A DISTANCE OF 32.48 FEET TO THE LINE COMMON TO LOTS 5 AND 6 OF THE AFORESAID OAK LAKE ESTATES;

THENCE ALONG SAID LINE COMMON TO LOTS 5 AND 6 NORTH 73 DEGREES 30 MINUTES 54 SECONDS EAST A DISTANCE OF 122.68 FEET TO A POINT OF CURVATURE ON THE AFORESAID SOUTH LINE OF OAK LAKE (3076) COURT;

THENCE ALONG SAID SOUTH LINE OF OAK LAKE (3076) COURT THE FOLLOWING COURSES AND DISTANCES:

SOUTHEASTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 50.00 FEET, HAVING A CHORD BEARING OF SOUTH 81 DEGREES 57 MINUTES 37 SECONDS EAST, A CHORD DISTANCE OF 71.29 AND AN ARC LENGTH OF 79.37 TO A POINT OF REVERSE CURVATURE;

EASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 50.00 FEET, HAVING A CHORD BEARING OF SOUTH 86 DEGREES 43 MINUTES 00 SECONDS EAST, A CHORD DISTANCE OF 35.38 AND AN ARC LENGTH OF 36.14 TO THE POINT OF BEGINNING AND CONTAINING 16.94 SQUARE FEET OR 0.35 ACRES, MORE OR LESS.

ORIGINAL LOT 10

LOT 10 OF WOODSHIRE SUBDIVISION AS RECORDED IN PLAT BOOK 34 PAGE 48 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS

ADJUSTED LOT 10

LOT 10 OF WOODSHIRE SUBDIVISION AS RECORDED IN PLAT BOOK 34 PAGE 48 AND PART OF LOT 5 OF OAK LAKE ESTATES AS RECORDED IN PLAT BOOK 92 PAGES 3 AND 4 ALL OF THE ST. LOUIS COUNTY, MISSOURI RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER COMMON TO LOTS 10 AND 12 OF SAID WOODSHIRE SUBDIVISION ON THE NORTHEAST LINE OF WOODSHIRE (4076) LANE;

THENCE ALONG SAID LINE COMMON TO LOTS 10 AND 12 AND ITS EXTENSION NORTH 80 DEGREES 32 MINUTES 00 SECONDS EAST A DISTANCE OF 273.64 FEET;

THENCE DEPARTING SAID LINE COMMON TO LOTS 10 AND 12 SOUTH 30 DEGREES 40 MINUTES 58 SECONDS EAST A DISTANCE OF 80.00 FEET;

THENCE SOUTH 42 DEGREES 43 MINUTES 30 SECONDS EAST A DISTANCE OF 40.20 FEET TO THE NORTHWEST LINE OF BARON HARRITT TRUSTEE AS RECORDED IN BOOK 17534 PAGE 2432 OF THE ST. LOUIS COUNTY RECORDS;

THENCE ALONG SAID NORTHWEST LINE OF SAID BARON HARRITT TRUSTEE SOUTH 59 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 108.14 FEET TO THE NORTHEAST LINE OF LOT 8 OF THE AFORESAID WOODSHIRE SUBDIVISION;

THENCE ALONG SAID NORTHEAST LINE OF LOT 8 NORTH 29 DEGREES 28 MINUTES 00 SECONDS WEST A DISTANCE OF 0.45 FEET TO THE LINE COMMON TO LOTS 8 AND 10 OF SAID WOODSHIRE SUBDIVISION;

THENCE ALONG SAID LINE COMMON TO LOTS 8 AND 10 SOUTH 80 DEGREES 32 MINUTES 00 SECONDS WEST A DISTANCE OF 175.00 FEET TO THE AFORESAID NORTHEAST LINE OF WOODSHIRE (4076) LANE;

THENCE ALONG SAID NORTHEAST LINE OF WOODSHIRE (4076) LANE NORTH 29 DEGREES 28 MINUTES 00 SECONDS WEST A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 27,877 SQUARE FEET OR 0.63 ACRES, MORE OR LESS.

ORIGINAL LOT 12

LOT 12 OF WOODSHIRE SUBDIVISION AS RECORDED IN PLAT BOOK 34 PAGE 48 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS

ADJUSTED LOT 12

LOT 12 OF WOODSHIRE SUBDIVISION AS RECORDED IN PLAT BOOK 34 PAGE 48 AND PART OF LOT 5 OF OAK LAKE ESTATES AS RECORDED IN PLAT BOOK 92 PAGES 3 AND 4 ALL OF THE ST. LOUIS COUNTY, MISSOURI RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER COMMON TO LOTS 10 AND 12 OF SAID WOODSHIRE SUBDIVISION ON THE NORTHEAST LINE OF WOODSHIRE (4076) LANE;

THENCE ALONG SAID NORTHEAST LINE OF WOODSHIRE (4076) LANE NORTH 29 DEGREES 28 MINUTES 00 SECONDS WEST A DISTANCE OF 100.00 FEET TO THE LINE COMMON TO LOTS 12 AND 14 OF SAID WOODSHIRE SUBDIVISION;

THENCE ALONG SAID LINE COMMON TO LOTS 12 AND 14 NORTH 80 DEGREES 32 MINUTES 00 SECONDS EAST A DISTANCE OF 175.00 FEET TO THE SOUTHWEST OF THE PARK OF THE AFORESAID OAK LAKE ESTATES;

THENCE ALONG SAID SOUTHWEST OF THE PARK SOUTH 29 DEGREES 28 MINUTES 00 SECONDS EAST A DISTANCE OF 43.99 FEET TO THE LINE COMMON TO THE PARK AND LOT 6 OF SAID OAK LAKE ESTATES;

THENCE ALONG SAID LINE COMMON TO THE PARK AND LOTS 5 AND LOTS 5 AND 6 NORTH 73 DEGREES 30 MINUTES 54 SECONDS EAST A DISTANCE OF 122.68 FEET;

THENCE DEPARTING SAID LINE COMMON TO THE PARK AND LOTS 5 AND 6 SOUTH 14 DEGREES 24 MINUTES 09 SECONDS EAST A DISTANCE OF 32.48 FEET TO THE EXTENSION OF THE LINE COMMON TO THE AFORESAID LOTS 10 AND 12;

THENCE ALONG SAID LINE COMMON TO LOTS 10 AND 12 AND ITS EXTENSION SOUTH 80 DEGREES 32 MINUTES 00 SECONDS WEST A DISTANCE OF 273.64 FEET TO THE POINT OF BEGINNING AND CONTAINING 22,047 SQUARE FEET OR 0.50 ACRES, MORE OR LESS.

LEIN HOLDER "LOT 6"

THE UNDERSIGNED HOLDER OR LEGAL OWNER OF NOTES SECURED BY DEED IN BOOK _____ PAGE _____ OF THE ST. LOUIS COUNTY LAND RECORDS JOINS IN AND APPROVES IN EVERY DETAIL THIS BOUNDARY ADJUSTMENT PLAT:

IN WITNESS WHEREOF, HE HAVE HEREUNTO SET MY HAND AND AFFIRMED OUR CORPORATE SEAL THIS _____ DAY OF _____, 2013.

USAA FEDERAL SAVINGS BANK BANK

(PRINTED NAME) _____ (SIGNATURE) _____

STATE OF MISSOURI }
ST. LOUIS COUNTY } SS

ON THIS _____ DAY OF _____, 2013, BEFORE ME PERSONALLY APPEARED _____ TO ME KNOWN, WHO, BEING BY ME DULY SWORN, DO SAY THAT HE/SHE IS THE _____ OF USAA FEDERAL SAVINGS BANK BANK A CORPORATION OF THE STATE OF TEXAS, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION, AND THAT SAID INSTRUMENT WAS SIGNED AND SEALED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS AND _____ FURTHER ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID CORPORATION.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIRMED MY SEAL ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

LEIN HOLDER "LOT 10"

THE UNDERSIGNED HOLDER OR LEGAL OWNER OF NOTES SECURED BY DEED IN BOOK _____ PAGE _____ OF THE ST. LOUIS COUNTY LAND RECORDS JOINS IN AND APPROVES IN EVERY DETAIL THIS BOUNDARY ADJUSTMENT PLAT:

IN WITNESS WHEREOF, HE HAVE HEREUNTO SET MY HAND AND AFFIRMED OUR CORPORATE SEAL THIS _____ DAY OF _____, 2013.

J.P. MORGAN CHASE NATIONAL CORPORATE SERVICES, INC.

(PRINTED NAME) _____ (SIGNATURE) _____

STATE OF MISSOURI }
ST. LOUIS COUNTY } SS

ON THIS _____ DAY OF _____, 2013, BEFORE ME PERSONALLY APPEARED _____ TO ME KNOWN, WHO, BEING BY ME DULY SWORN, DO SAY THAT HE/SHE IS THE _____ OF J.P. MORGAN CHASE NATIONAL CORPORATE SERVICES, INC., A CORPORATION OF THE STATE OF MISSOURI, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION, AND THAT SAID INSTRUMENT WAS SIGNED AND SEALED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS AND _____ FURTHER ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID CORPORATION.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIRMED MY SEAL ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

LEIN HOLDER "LOT 8"

THERE IS NO LEIN HOLDER OF RECORD

SURVEYOR'S STATEMENT

THIS IS TO CERTIFY AT THE REQUEST OF MELVIN R. MCCOLLUM AND JAKE B. MCCOLLUM, I HAVE DURING THE MONTH OF OCTOBER 2013, PERFORMED A BOUNDARY RETRACEMENT SURVEY FOR LOTS 10 AND 12 OF WOODSHIRE SUBDIVISION AS RECORDED IN PLAT BOOK 34 PAGE 48 AND LOT 5 OF OAK LAKE ESTATES AS RECORDED IN PLAT BOOK 92 PAGES 3 AND 4 ALL OF THE ST. LOUIS COUNTY LAND RECORDS OFFICE IN ST. LOUIS COUNTY, MISSOURI, AND THE RESULTS OF SAID SURVEY ARE REPRESENTED ON THIS DRAWING AND HAVE SUBSEQUENTLY PREPARED THIS BOUNDARY ADJUSTMENT PLAT TO BE KNOWN AS "BOUNDARY ADJUSTMENT PLAT OF LOTS 10 AND 12 OF WOODSHIRE SUBDIVISION AND LOT 5 OF OAK LAKE ESTATES".

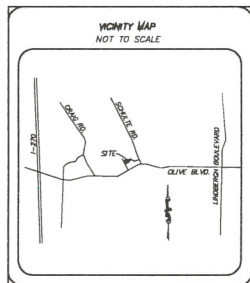
THAT THE SAID SURVEY WAS EXECUTED IN COMPLIANCE WITH THE CURRENT MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS SET FORTH BY THE MISSOURI DEPARTMENT OF INSURANCE, FINANCIAL INSTITUTIONS AND PROFESSIONAL REGISTRATION (20 CSR 203.0-16.040) AND THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS AND LAND SURVEYORS (20 CSR 203.0-16.070), AND THE LOCATION OF IMPROVEMENTS AND EASEMENTS (20 CSR 203.0-16.110), EFFECTIVE 12/20/04, AND LAST REVISED APRIL OF 2011. (URBAN CLASS PROPERTY)

IN WITNESS WHEREOF, I HAVE SIGNED AND SEALED THE FOREGOING THIS _____ DAY OF _____, 2013.

MARLER SURVEYING COMPANY INC.
MISSOURI CORP. REG. I.S. 347-D

By MICHAEL L. BLANNEY
MISSOURI T.L.S. 2354

JOB NO. 1200-194	MARLER SURVEYING 11402 GRAVENS RD., STE. 200 ST. LOUIS, MO 63138 (314) 729-1004 FAX (314) 729-1044 FAX DRIVEN BY: M.P.B./M.S.R.	DEPUTY: S.R.F.
REV. : OCTOBER 18, 2013, ST. LOUIS COUNTY COMMENTS		CHECKED BY: M.S.R.
SHEET : 1 OF 2		



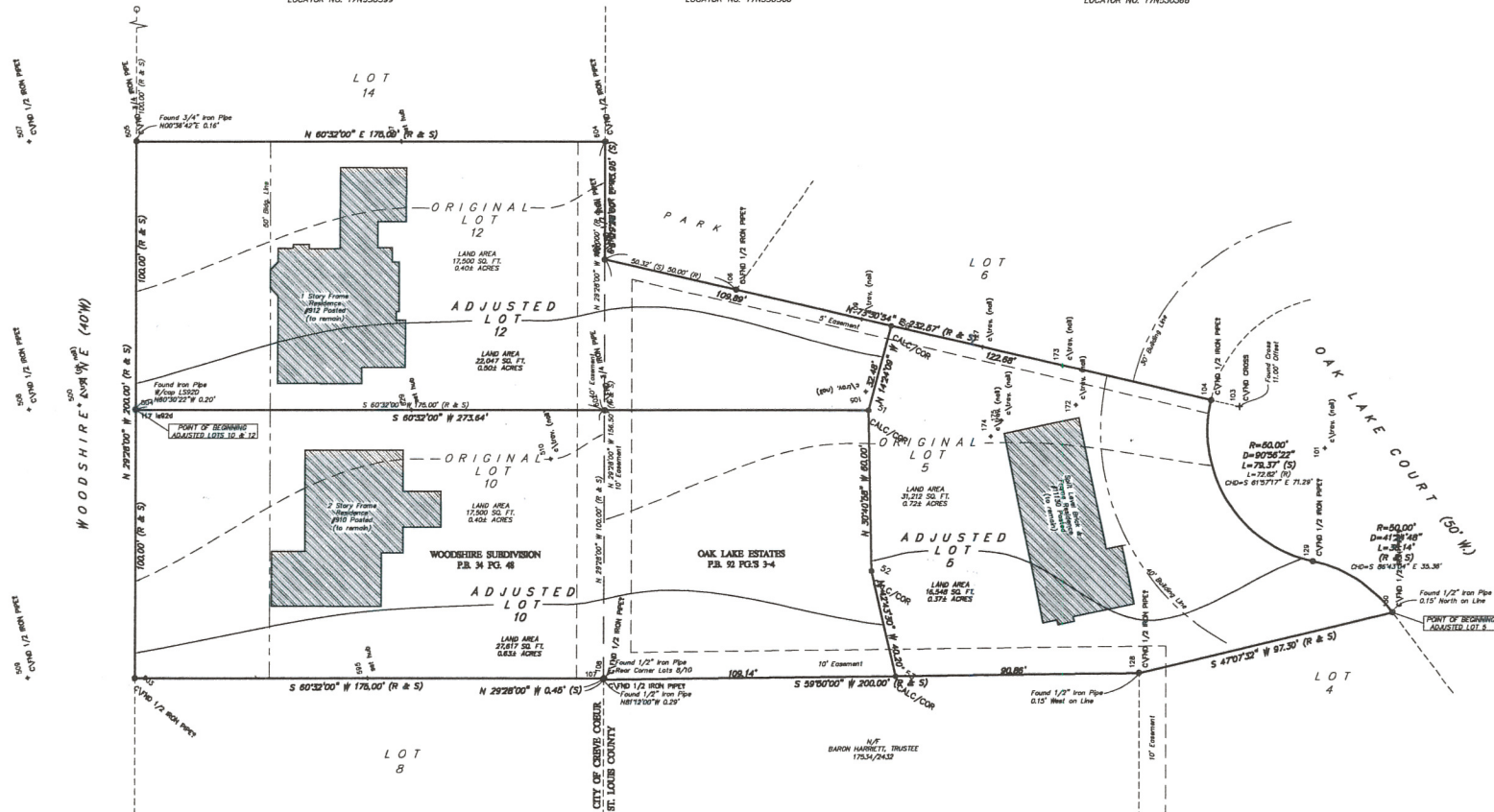
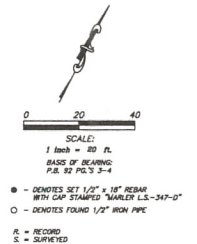
BOUNDARY ADJUSTMENT PLAT OF LOTS 10 AND 12 OF WOODSHIRE SUBDIVISION AND LOT 5 OF OAK LAKE ESTATES

ST. LOUIS COUNTY, MISSOURI
ZONED "R-3" (ST. LOUIS COUNTY)
ZONED "A" SINGLE FAMILY RESIDENTIAL (CITY OF CREVE COEUR)

LOT 5:
OWNER'S NAME: MCCOLLUM MEL & JULIE H/W
SUBDIVISION NAME & LOT NUMBER: OAK LAKE ESTATES LOT 5
DEED BOOK AND PAGE: BOOK 20482 PAGE 2889
TAXING ADDRESS: 11130 OAK LAKE CT. SAINT LOUIS, MO 63146
MAILING ADDRESS: 912 WOODSHIRE LN. SAINT LOUIS, MO 63141-7664
LOCATOR NO. 17N630399

LOT 10:
OWNER'S NAME: VOSS ANDREW J & JACQUELINE K H/W
SUBDIVISION NAME & LOT NUMBER: WOODSIR LOT 10
DEED BOOK AND PAGE: BOOK 19340 PAGE 711
TAXING ADDRESS: 910 WOODSIR LN. SAINT LOUIS, MO 63141
MAILING ADDRESS: 910 WOODSHIRE LN. SAINT LOUIS, MO 63141
LOCATOR NO. 17N630300

LOT 12:
OWNER'S NAME: MCCOLLUM MELVIN W JULIE B H/W
SUBDIVISION NAME & LOT NUMBER: WOODSHIRE LOT 12
DEED BOOK AND PAGE: BOOK 12611 PAGE 1663
TAXING ADDRESS: 912 WOODSHIRE LN. SAINT LOUIS, MO 63141
MAILING ADDRESS: 912 WOODSHIRE LN. SAINT LOUIS, MO 63141
LOCATOR NO. 17N630366



GENERAL NOTES:
A LAND DISTURBANCE PERMIT FOR ANY NEW CONSTRUCTION ON THIS SITE MAY BE REQUIRED. BOUNDARY ADJUSTMENT PLAT APPROVAL IS NOT TO BE CONSTRUED AS APPROVAL OF A LAND DISTURBANCE PERMIT.
THIS BOUNDARY ADJUSTMENT PLAT DOESN'T VACATE EXISTING EASEMENTS.
THE STRUCTURES AND ZONING USES ON THIS SITE ARE IN COMPLIANCE WITH THE SITE DEVELOPMENT PLAN (SDP) APPROVED BY THE DEPARTMENT OF PLANNING. APPROVAL OF THIS BOUNDARY ADJUSTMENT PLAT DOESN'T AMEND THE SDP OR EXISTING APPROVED USES ON THIS SITE.

TITLE COMMITMENTS:
LOT 5: FREEDOM TITLE, LLC FILE NO. 13F702554
LOT 10: U.S. TITLE GUARANTY COMPANY FILE NO. 10-15318
LOT 12: INVESTORS TITLE COMPANY COMMITMENT NO. 200564

JOB NO. 1305-154	MARLER SURVEYING COMPANY, INC.	DEPUTY S.R.F.
DRAWN BY: M.P.B./M.S.S.	11402 GRAVOS RD., STE. 200 ST. LOUIS, MO 63126 (314) 729-1001 PH. (314) 729-1044 FAX 110 WEST MAIN STREET, BALLWIN, MO 63010 488-4884 PH. (573) 882-8008 FAX email: marler@marlersurveying.com	DW'D BY: M.S.S.
REV: 1 OCTOBER 16, 2013 ST. LOUIS COUNTY COMMENTS		SHEET: 2 OF 2

Melvin W. & Julie B. McCullom
912 Woodshire Lane
St. Louis, MO 63141

Andrew J. and Jacqueline K. Voss
910 Woodshire Lane
St. Louis, MO 63141

RECEIVED

NOV 20 2014

PLANNING DEPT

November 18, 2014

Paul Langdon
Director of Community Development
300 N. New Ballas Rd.
St. Louis, MO 63141

RE: Boundary Adjustment and Annexation for Properties located at (i) 910 Woodshire Lane, St. Louis, MO 63141 ("910 Woodshire"), and (ii) 912 Woodshire Lane, St. Louis, MO 63141 ("912 Woodshire," and together with 910 Woodshire, the "Properties")

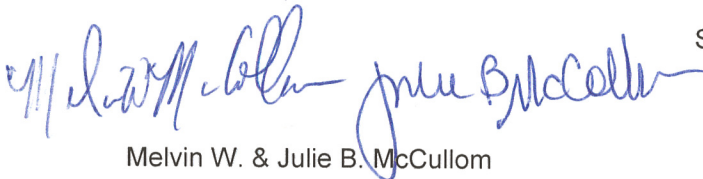
Dear Mr. Langdon:

We are the owners of the two (2) parcels of land mentioned above, 910 Woodshire and 912 Woodshire. On or about December 31, 2013, we separately purchased contiguous parcels of land located in unincorporated St. Louis County each located just east of the Properties. For convenience, we have attached to this Letter, as Exhibits A and B, the file Quit Claim Deeds illustrating the Adjusted Lots for both 910 Woodshire and 912 Woodshire.

The purpose of this letter is to request the commencement of a boundary adjustment procedure in conformity with the policies, procedures and requirements of both the City of Creve Coeur and St. Louis County in order to bring that portion of the Properties situated in unincorporated St. Louis County into the City of Creve Coeur. We initiated this process some time ago as evidenced by that certain Application for Planning and Zoning Commission dated November 1, 2013 attached hereto as Exhibit C.

Presently, we are the sole owners of our respective Properties. We hereby request the City of Creve Coeur to initiate the boundary adjustment and annexation process and consent to all actions taken by the City of Creve Coeur in furtherance of such action.

Attached to this letter, please see the exhibits depicting the Adjusted Lots for both 910 and 912 Woodshire, which includes the parcels of land to be adjusted and annexed.


Melvin W. & Julie B. McCullom

Sincerely,


Andrew J. & Jacqueline K. Voss

cc: Lori Feibel, Comprehensive Planning Manager, St. Louis County Planning Department, 41 S. Central Ave., 5th Floor, Clayton, MO 63105

State of Missouri)

City) ss
County of St. Louis)

On this ____ day of November, 2014, before me Rebecca M. O'Brien, a Notary Public in and for said state, personally appeared Melvin W. McCollum, Julie B. McCollum, Andrew J. Voss, and Jacqueline K. Voss, to me personally known and acknowledged that such persons executed the same as such persons' free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City County and State aforesaid, the day and year first above written.

(SEAL)

REBECCA M. O'BRIEN
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
ST. CHARLES COUNTY
MY COMMISSION EXPIRES NOV. 26, 2014
COMMISSION #10973125

Rebecca M. O'Brien
Notary Public
Print Name: Rebecca M. O'Brien
My Commission Expires: Nov. 26, 2014



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

**APPLICATION TO PLANNING AND ZONING COMMISSION
#13-044 FOR APPROVAL OF A BOUNDARY ADJUSTMENT BETWEEN
910 & 912 WOODSHIRE LANE, AND 11130 OAK LAKE COURT**

FOR THE MEETING OF: November 4, 2013

LOCATION: 910 & 912 Woodshire Lane, Creve Coeur, and 11130 Oak Lake Court, unincorporated St. Louis County.

REQUEST: The property owner of 912 Woodshire Lane purchased the adjoining property to the east at 11130 Oak Lake Court in unincorporated St. Louis County. Along with the property owner of 910 Woodshire Lane, the Applicant is seeking a boundary adjustment to transfer land from 11130 Oak Lake Court, to both 910 & 912 Woodshire Lane. The new adjusted lot area will be 0.63 acres for 910 Woodshire Lane and 0.5 acres for 912 Woodshire Lane. The Woodshire Lane properties are zoned "A" Single Family Residential.

ADDITIONAL INFORMATION: The sale or transfer of small parcels of land to or between adjoining property owners, where such sale does not create additional lots is a ministerial act; if the drawings are technically accurate it must be approved by the Planning and Zoning Commission.

Key Issues:

- Does the adjustment create non-conformities on either lot?

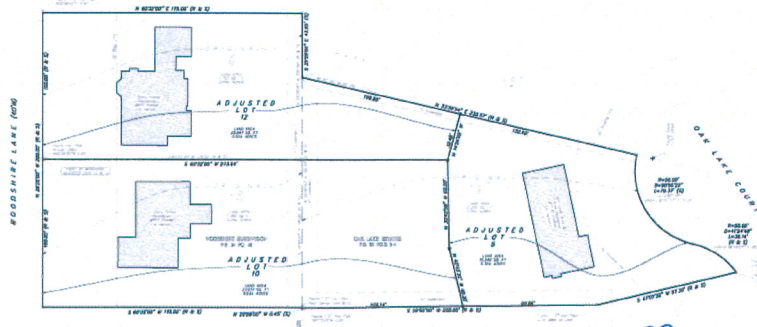
Subdivision Code References

- Section 410.030(D)

Zoning Code References

- Section 405.250: "A" Single-Family Residential

APPLICANT / Julie B. McCollum
PROPERTY 912 Woodshire Lane
OWNER: Creve Coeur, MO 63141



REPORT PREPARED BY:

Whitney Kelly
Whitney Kelly, AICP, City Planner

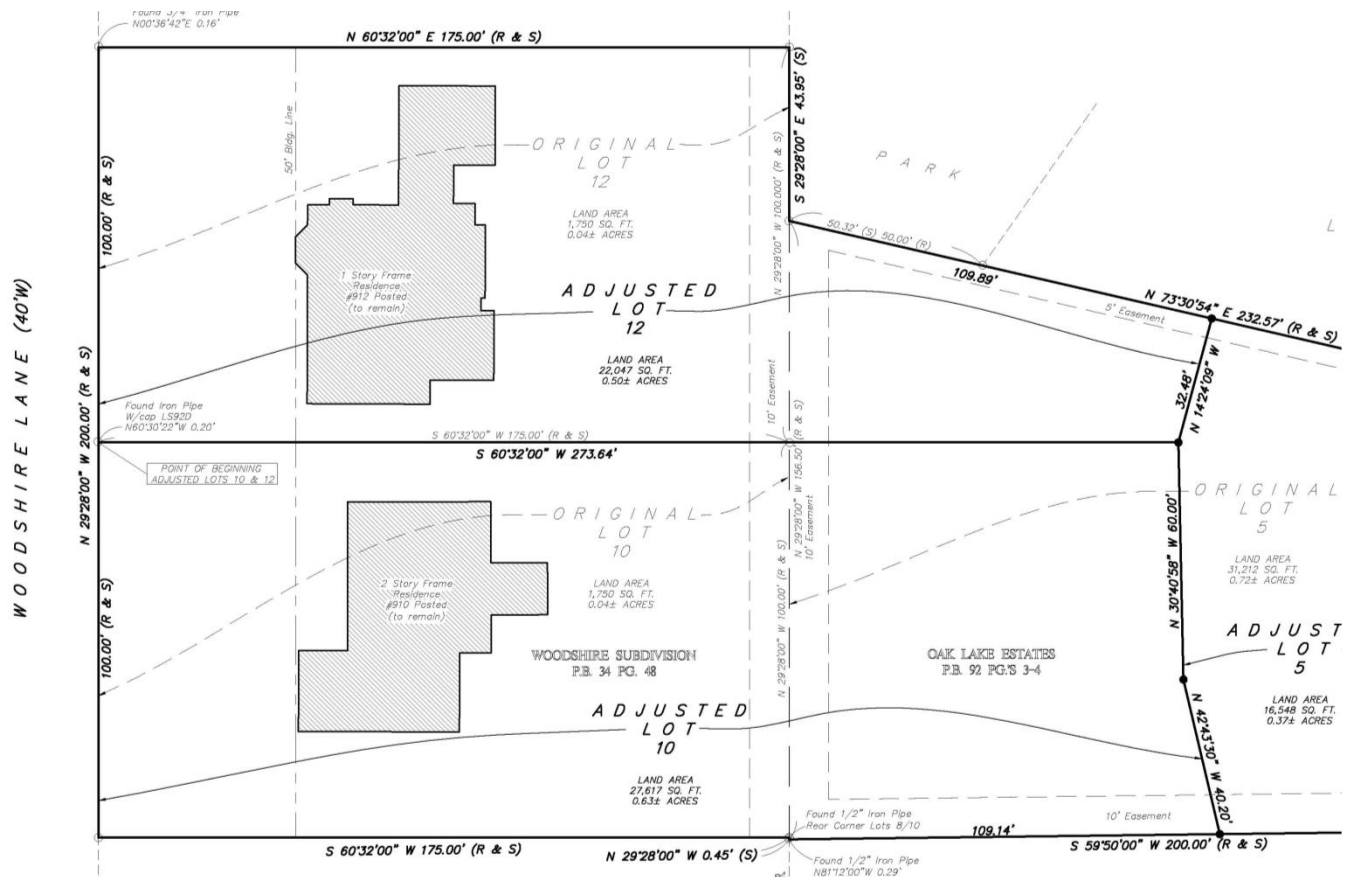
11/01/2013
Date

ATTACHMENTS: Boundary Adjustment Plat received October 22, 2013

BACKGROUND

The properties at 910 and 912 Woodshire Lane both have a site area of 0.4 acres (the original lot area indicated on the applicant materials for 910 and 912 Woodshire were misidentified as 1,750 sq. ft., instead of the 17,500 sq. ft. lot area). Both properties are zoned "A" Single Family Residential, and are non-conforming in lot area, where a minimum of one acre per lot is required. The property owners are seeking a boundary adjustment to transfer land from the property located at 11130 Oak Lake Court, in unincorporated St. Louis County, to increase the lot area of 910 Woodshire Lane to 0.63 acres and that of 912 Woodshire Lane to 0.50 acres, thereby decreasing the non-conforming lot area of both lots.

Below is a close up of the boundary adjustment plat.



The Applicant has obtained St. Louis County approval for the adjusted lot for 11130 Oak Lake Court. City approval is required prior to the County signature and recording of the boundary adjustment.

DISCUSSION

A boundary adjustment, which is not a subdivision plat, is possible when the following regulation from the Subdivision Code is satisfied:

410.030(D) Sale or transfer of small parcels of land to or between adjoining property owners, where such sale does not create additional lots, is exempt from the requirement of recording by plat; provided, however, that certification by the Planning and Zoning Commission shall be

required prior to such sale or transfer. This certification shall be recorded with the title of the property by the St. Louis County Recorder of Deeds.

This appears to be the case with the current application. The survey submitted indicates that the property changes will not create additional non-conformities, and will decrease the degree of the non-conformity of the lots zoned A Single Family Residential. As such, and given the staff conclusion that the drawings are technically accurate (except that the original lot areas will need to be corrected), the adjustment should be approved by the Planning and Zoning Commission, with the condition that the final drawing be prepared with the corrected original lot area, for signature and recording.

ACTION

If the members of the Planning Commission are satisfied that the requested boundary adjustment meets the applicable requirements of the Subdivision Code, the Planning Department staff request that a final decision be voted upon; no action by the City Council is required.

MOTION

The following are examples of a motion for this application:

“I move to approve the 910 and 912 Woodshire Lane, and 11130 Oak Lake Court boundary adjustments attached to the staff report on application #13-044 for the meeting of November 4, 2013, subject to the condition that a final drawing be prepared for signature and recording.” (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 (CHAPTER 405 OF THE CREVE COEUR MUNICIPAL CODE)

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

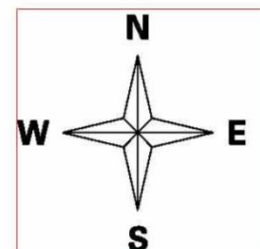
APPENDIX 3: CREVE COEUR SUBDIVISION AND LAND DEVELOPMENT REGULATIONS (CHAPTER 410 OF THE CREVE COEUR MUNICIPAL CODE)

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

APPENDIX 3: AERIAL MAP



- Municipal Boundary
- Property Lines
- 910 & 912 Woodshire Lane, and 11130 Oak Lake Court



BOUNDARY ADJUSTMENT PLAT OF
LOTS 10 AND 12 OF WOODSHIRE SUBDIVISION AND LOT 5 OF OAK LAKE ESTATES

ST. LOUIS COUNTY, MISSOURI
ZONED "R-3" (ST. LOUIS COUNTY)
ZONED "A" SINGLE FAMILY RESIDENTIAL (CITY OF CREVE COEUR)

LIEN HOLDER "LOT 12"

THE UNDERSIGNED HOLDER OR LEGAL OWNER OF NOTES SECURED BY DEED IN BOOK _____ PAGE _____ OF THE ST. LOUIS COUNTY LAND RECORDS JOINS IN AND APPROVES IN EVERY DETAIL THIS BOUNDARY ADJUSTMENT PLAT.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HAND AND AFFIXED OUR CORPORATE SEAL THIS _____ DAY OF _____ 2013.

USAA FEDERAL SAVINGS BANK BANK

(PRINTED NAME) (SIGNATURE)

STATE OF MISSOURI)
ST. LOUIS COUNTY) SS.

ON THIS _____ DAY OF _____, 2013, BEFORE ME PERSONALLY APPEARED _____ TO ME KNOWN, WHO, BEING BY ME DULY SWORN, DID SAY THAT HE/SHE IS THE _____ OF USAA FEDERAL SAVINGS BANK BANK A CORPORATION OF THE STATE OF TEXAS, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION, AND THAT SAID INSTRUMENT WAS SIGNED AND SEALED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS AND _____ FURTHER ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID CORPORATION.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC _____

LIEN HOLDER "LOT 10"

THE UNDERSIGNED HOLDER OR LEGAL OWNER OF NOTES SECURED BY DEED IN BOOK _____ PAGE _____ OF THE ST. LOUIS COUNTY LAND RECORDS JOINS IN AND APPROVES IN EVERY DETAIL THIS BOUNDARY ADJUSTMENT PLAT.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HAND AND AFFIXED OUR CORPORATE SEAL THIS _____ DAY OF _____ 2013.

J.P. MORGAN CHASE NATIONAL CORPORATE SERVICES, INC.

(PRINTED NAME) (SIGNATURE)

STATE OF MISSOURI)
ST. LOUIS COUNTY) SS.

ON THIS _____ DAY OF _____, 2013, BEFORE ME PERSONALLY APPEARED _____ TO ME KNOWN, WHO, BEING BY ME DULY SWORN, DID SAY THAT HE/SHE IS THE _____ OF J.P. MORGAN CHASE NATIONAL CORPORATE SERVICES, INC., A CORPORATION OF THE STATE OF MISSOURI, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION, AND THAT SAID INSTRUMENT WAS SIGNED AND SEALED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS AND _____ FURTHER ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID CORPORATION.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC _____

LIEN HOLDER "LOT 5"

THERE IS NO LIEN HOLDER OF RECORD

SURVEYOR'S STATEMENT

THIS IS TO CERTIFY AT THE REQUEST OF **MELVIN W. McCOLLUM** AND **JULIE B. McCOLLUM**, WE HAVE DURING THE MONTH OF OCTOBER 2013, PERFORMED A BOUNDARY RETRACEMENT SURVEY FOR LOTS 10 AND 12 OF WOODSHIRE SUBDIVISION AS RECORDED IN PLAT BOOK 34 PAGE 48 AND LOT 5 OAK LAKE ESTATES AS RECORDED IN PLAT BOOK 92 PAGES 3 AND 4 ALL OF THE ST. LOUIS COUNTY LAND RECORDS OFFICE IN ST. LOUIS COUNTY, MISSOURI, AND THE RESULTS OF SAID SURVEY ARE REPRESENTED ON THIS DRAWING AND HAVE SUBSEQUENTLY PREPARED THIS BOUNDARY ADJUSTMENT PLAT TO BE KNOW AS "BOUNDARY ADJUSTMENT PLAT OF LOTS 10 AND 12 OF WOODSHIRE SUBDIVISION AND LOT 5 OF OAK LAKE ESTATES"

THAT THE SAID SURVEY WAS EXECUTED IN COMPLIANCE WITH THE CURRENT MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS SET FORTH BY THE MISSOURI DEPARTMENT OF INSURANCE, FINANCIAL INSTITUTIONS AND PROFESSIONAL REGISTRATION (20 CSR 2030-16.040) AND THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS AND LAND SURVEYORS (20 CSR 2030-16.070), AND THE LOCATION OF IMPROVEMENTS AND EASEMENTS (20 CSR 2030-16.110), EFFECTIVE 12/30/94, AND LAST REVISED APRIL OF 2011. (URBAN CLASS PROPERTY)

IN WITNESS WHEREOF, I HAVE SIGNED AND SEALED THE FOREGOING THIS _____ DAY OF _____, 2013.

MARLER SURVEYING COMPANY INC.
MISSOURI CORP. NO. L.S. 347-D

By: MICHAEL S. BLANSIT
MISSOURI P.L.S. 2364

JOB NO. 1305-154	MARLER SURVEYING COMPANY, INC.	DEPUTY S.R.F.
DRWN BY: M.P.B./M.S.B.	11402 GRAVOIS RD., STE. 200 ST. LOUIS, MO 63126 (314) 729-1001 PH. (314) 729-1044 FAX (314) 488-4884 PH. (573) 860-8606 FAX email: marler@marlersurveying.net	CHK'D BY: M.S.B.
REV. :	SHEET : 1 OF 2	

OWNER SCRIPT

THE UNDERSIGNED OWNERS OF THE TRACT OF LAND DESCRIBED IN THE SURVEYOR'S CERTIFICATE HAVE CAUSED A BOUNDARY ADJUSTMENT PLAT TO BE PREPARED IN THE MANNER SHOWN ON THE ADJACENT PLAT WHICH PLAT SHALL BE KNOWN AS "BOUNDARY ADJUSTMENT PLAT OF LOTS 10 AND 12 OF WOODSHIRE SUBDIVISION AND LOT 5 OF OAK LAKE ESTATES" AND THAT ALL EXISTING EASEMENTS ARE SHOWN.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL THIS _____ DAY OF _____, 2013.

MEL McCOLLUM JULIE McCOLLUM

ANDREW VOSS JACQUELINE VOSS

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

ON THIS _____ DAY OF _____, 2013, BEFORE ME PERSONALLY APPEARED MEL McCOLLUM AND JULIE McCOLLUM, TO ME KNOWN TO BE THE PERSON(S) DESCRIBED IN, AND WHO EXECUTED THE FORGOING INSTRUMENT, AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC _____

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

ON THIS _____ DAY OF _____, 2013, BEFORE ME PERSONALLY APPEARED ANDREW VOSS AND JACQUELINE VOSS TO ME KNOWN TO BE THE PERSON(S) DESCRIBED IN, AND WHO EXECUTED THE FORGOING INSTRUMENT, AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC _____

THE BOUNDARY ADJUSTMENT PLAT HAS BEEN REVIEWED UNDER SECTION 1005.360, BOUNDARY ADJUSTMENT EXCEPTIONS OF ST. LOUIS COUNTY SUBDIVISION ORDINANCE (CHAPTER 1005) AND APPROVED BY ST. LOUIS COUNTY DEPARTMENT OF PLANNING ON _____, 2013.

THE PURPOSE OF THIS PLAT IS TO ADJUST THE BOUNDARY BETWEEN ADJOINING PROPERTIES. NO ADDITIONAL LOTS ARE CREATED, AND THE READJUSTED LOT IS NOT REDUCED BELOW THE MINIMUM SIZE REQUIREMENTS FOR ZONING ORDINANCE OR SUBDIVISION ORDINANCE.

DIRECTOR OF ST. LOUIS COUNTY PLANNING

GLENN A. POWERS

I, DEBORAH RYAN, CITY CLERK FOR AND WITHIN THE CITY OF CREVE COEUR, MISSOURI, DO HEREBY CERTIFY THAT THIS BOUNDARY ADJUSTMENT PLAT IS IN COMPLIANCE WITH ORDINANCE NUMBER 5123 AND APPROVED ON THE 22ND DAY OF FEBRUARY, 2010, AS APPROVED BY THE CITY COUNCIL OF THE CITY OF CREVE COEUR.

DEBORAH RYAN, CITY CLERK
CITY OF CREVE COEUR, MISSOURI

IT IS HEREBY CERTIFIED THAT THIS BOUNDARY ADJUSTMENT PLAT WAS APPROVED ON THE _____ DAY OF _____, 2013, PURSUANT TO THE SUBDIVISION REGULATIONS OF THE CITY OF CREVE COEUR, MISSOURI, AS OUTLINED IN SECTION 410.030.17 OF ORDINANCE NO. 5123.

PLANNING AND ZONING COMMISSION
CITY OF CREVE COEUR, MISSOURI

TIMOTHY MADDEN, CHAIR
CITY OF CREVE COEUR, MISSOURI

ORIGINAL LOT 5

LOT 5 OF OAK LAKE ESTATES AS RECORDED IN PLAT BOOK 92 PAGES 3 AND 4 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS

ADJUSTED LOT 5

PART OF LOT 5 OF OAK LAKE ESTATES AS RECORDED IN PLAT BOOK 92 PAGES 3 AND 4 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERN MOST CORNER OF SAID LOT 5, ON THE SOUTH LINE OF OAK LAKE (50'W) COURT;

THENCE ALONG THE LINE COMMON TO LOTS 4 AND 5 OF SAID OAK LAKE ESTATES SOUTH 47 DEGREES 07 MINUTES 32 SECONDS WEST A DISTANCE OF 97.30 FEET TO THE NORTHERN MOST CORNER OF BARON HARRIETT TRUSTEE AS RECORDED IN BOOK 17534 PAGE 2432 OF THE ST. LOUIS COUNTY RECORDS;

THENCE ALONG SAID NORTHWEST LINE OF SAID BARON HARRIETT TRUSTEE SOUTH 59 DEGREES 50 MINUTES 00 SECONDS WEST A DISTANCE OF 90.86 FEET;

THENCE DEPARTING SAID NORTHWEST LINE OF SAID BARON HARRIETT TRUSTEE NORTH 42 DEGREES 43 MINUTES 30 SECONDS WEST A DISTANCE OF 40.20 FEET;

THENCE NORTH 30 DEGREES 40 MINUTES 58 SECONDS WEST A DISTANCE OF 60.00 FEET;

THENCE NORTH 14 DEGREES 24 MINUTES 09 SECONDS WEST A DISTANCE OF 32.48 FEET TO THE LINE COMMON TO LOTS 5 AND 6 OF THE AFORESAID OAK LAKE ESTATES;

THENCE ALONG SAID LINE COMMON TO LOTS 5 AND 6 NORTH 73 DEGREES 30 MINUTES 54 SECONDS EAST A DISTANCE OF 122.68 FEET TO A POINT OF CURVATURE ON THE AFORESAID SOUTH LINE OF OAK LAKE (50'W) COURT ;

THENCE ALONG SAID SOUTH LINE OF OAK LAKE (50'W) COURT THE FOLLOWING COURSES AND DISTANCES:

SOUTHEASTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 50.00 FEET, HAVING A CHORD BEARING OF SOUTH 61 DEGREES 57 MINUTES 37 SECONDS EAST, A CHORD DISTANCE OF 71.29 AND AN ARC LENGTH OF 79.37 TO A POINT OF REVERSE CURVATURE;

EASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 50.00 FEET, HAVING A CHORD BEARING OF SOUTH 86 DEGREES 43 MINUTES 04 SECONDS EAST, A CHORD DISTANCE OF 35.36 AND AN ARC LENGTH OF 36.14 TO THE POINT OF BEGINNING AND CONTAINING 16,548 SQUARE FEET OR 0.37 ACRES, MORE OR LESS.

ORIGINAL LOT 10

LOT 10 OF WOODSHIRE SUBDIVISION AS RECORDED IN PLAT BOOK 34 PAGE 48 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS

ADJUSTED LOT 10

LOT 10 OF WOODSHIRE SUBDIVISION AS RECORDED IN PLAT BOOK 34 PAGE 48 AND PART OF LOT 5 OF OAK LAKE ESTATES AS RECORDED IN PLAT BOOK 92 PAGES 3 AND 4 ALL OF THE ST. LOUIS COUNTY, MISSOURI RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER COMMON TO LOTS 10 AND 12 OF SAID WOODSHIRE SUBDIVISION ON THE NORTHEAST LINE OF WOODSHIRE (40'W) LANE;

THENCE ALONG SAID LINE COMMON TO LOTS 10 AND 12 AND ITS EXTENSION NORTH 60 DEGREES 32 MINUTES 00 SECONDS EAST A DISTANCE OF 273.64 FEET;

THENCE DEPARTING SAID LINE COMMON TO LOTS 10 AND 12 SOUTH 30 DEGREES 40 MINUTES 58 SECONDS EAST A DISTANCE OF 60.00 FEET;

THENCE SOUTH 42 DEGREES 43 MINUTES 30 SECONDS EAST A DISTANCE OF 40.20 FEET TO THE NORTHWEST LINE OF BARON HARRIETT TRUSTEE AS RECORDED IN BOOK 17534 PAGE 2432 OF THE ST. LOUIS COUNTY RECORDS ;

THENCE ALONG SAID NORTHWEST LINE OF SAID BARON HARRIETT TRUSTEE SOUTH 59 DEGREES 50 MINUTES 00 SECONDS WEST A DISTANCE OF 109.14 FEET TO THE NORTHEAST LINE OF LOT 8 OF THE AFORESAID WOODSHIRE SUBDIVISION;

THENCE ALONG SAID NORTHEAST LINE OF LOT 8 NORTH 29 DEGREES 28 MINUTES 00 SECONDS WEST A DISTANCE OF 0.45 FEET TO THE LINE COMMON TO LOTS 8 AND 10 OF SAID WOODSHIRE SUBDIVISION;

THENCE ALONG SAID LINE COMMON TO LOTS 8 AND 10 SOUTH 60 DEGREES 32 MINUTES 00 SECONDS WEST A DISTANCE OF 175.00 FEET TO THE AFORESAID NORTHEAST LINE OF WOODSHIRE (40'W) LANE;

THENCE ALONG SAID NORTHEAST LINE OF WOODSHIRE (40'W) LANE NORTH 29 DEGREES 28 MINUTES 00 SECONDS WEST A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 27,617 SQUARE FEET OR 0.63 ACRES, MORE OR LESS.

ORIGINAL LOT 12

LOT 12 OF WOODSHIRE SUBDIVISION AS RECORDED IN PLAT BOOK 34 PAGE 48 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS

ADJUSTED LOT 12

LOT 12 OF WOODSHIRE SUBDIVISION AS RECORDED IN PLAT BOOK 34 PAGE 48 AND PART OF LOT 5 OF OAK LAKE ESTATES AS RECORDED IN PLAT BOOK 92 PAGES 3 AND 4 ALL OF THE ST. LOUIS COUNTY, MISSOURI RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER COMMON TO LOTS 10 AND 12 OF SAID WOODSHIRE SUBDIVISION ON THE NORTHEAST LINE OF WOODSHIRE (40'W) LANE;

THENCE ALONG SAID NORTHEAST LINE OF WOODSHIRE (40'W) LANE NORTH 29 DEGREES 28 MINUTES 00 SECONDS WEST A DISTANCE OF 100.00 FEET TO THE LINE COMMON TO LOTS 12 AND 14 OF SAID WOODSHIRE SUBDIVISION;

THENCE ALONG SAID LINE COMMON TO LOTS 12 AND 14 NORTH 60 DEGREES 32 MINUTES 00 SECONDS EAST A DISTANCE OF 175.00 FEET TO THE SOUTHWEST OF THE PARK OF THE AFORESAID OAK LAKE ESTATES;

THENCE ALONG SAID SOUTHWEST OF THE PARK SOUTH 29 DEGREES 28 MINUTES 00 SECONDS EAST A DISTANCE OF 43.95 FEET TO THE LINE COMMON TO THE PARK AND LOT 5 OF SAID OAK LAKE ESTATES;

THENCE ALONG SAID LINE COMMON TO THE PARK AND LOT 5 AND LOTS 5 AND 6 NORTH 73 DEGREES 30 MINUTES 54 SECONDS EAST A DISTANCE OF 109.89 FEET;

THENCE DEPARTING SAID LINE COMMON TO THE PARK AND LOT 5 AND LOTS 5 AND 6 SOUTH 14 DEGREES 24 MINUTES 09 SECONDS EAST A DISTANCE OF 32.48 FEET TO THE EXTENSION OF THE LINE COMMON TO THE AFORESAID LOTS 10 AND 12;

THENCE ALONG SAID LINE COMMON TO LOTS 10 AND 12 AND ITS EXTENSION SOUTH 60 DEGREES 32 MINUTES 00 SECONDS WEST A DISTANCE OF 273.64 FEET TO THE POINT OF BEGINNING AND CONTAINING 22,047 SQUARE FEET OR 0.50 ACRES, MORE OR LESS.

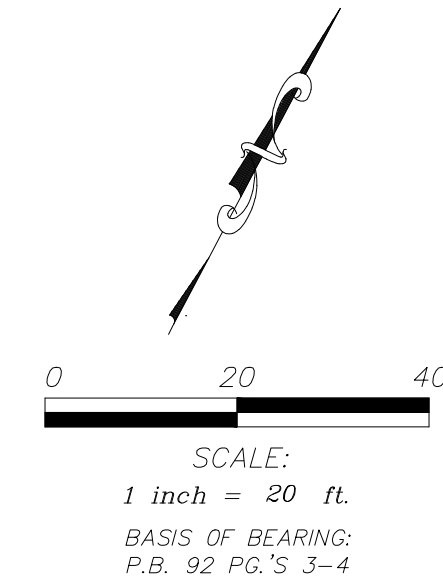
BOUNDARY ADJUSTMENT PLAT OF
LOTS 10 AND 12 OF WOODSHIRE SUBDIVISION AND LOT 5 OF OAK LAKE ESTATES

ST. LOUIS COUNTY, MISSOURI
ZONED "R-3" (ST. LOUIS COUNTY)
ZONED "A" SINGLE FAMILY RESIDENTIAL (CITY OF CREVE COEUR)

LOT 5:
OWNER'S NAME: MCCOLLUM MEL & JULIE H/W
SUBDIVISION NAME & LOT NUMBER: OAK LAKE ESTATES LOT 5
DEED BOOK AND PAGE: BOOK 20492 PAGE 2889
TAXING ADDRESS: 11130 OAK LAKE CT. SAINT LOUIS, MO 63146
MAILING ADDRESS: 912 WOODSHIRE LN. SAINT LOUIS, MO 63141-7664
LOCATOR NO. 17N530399

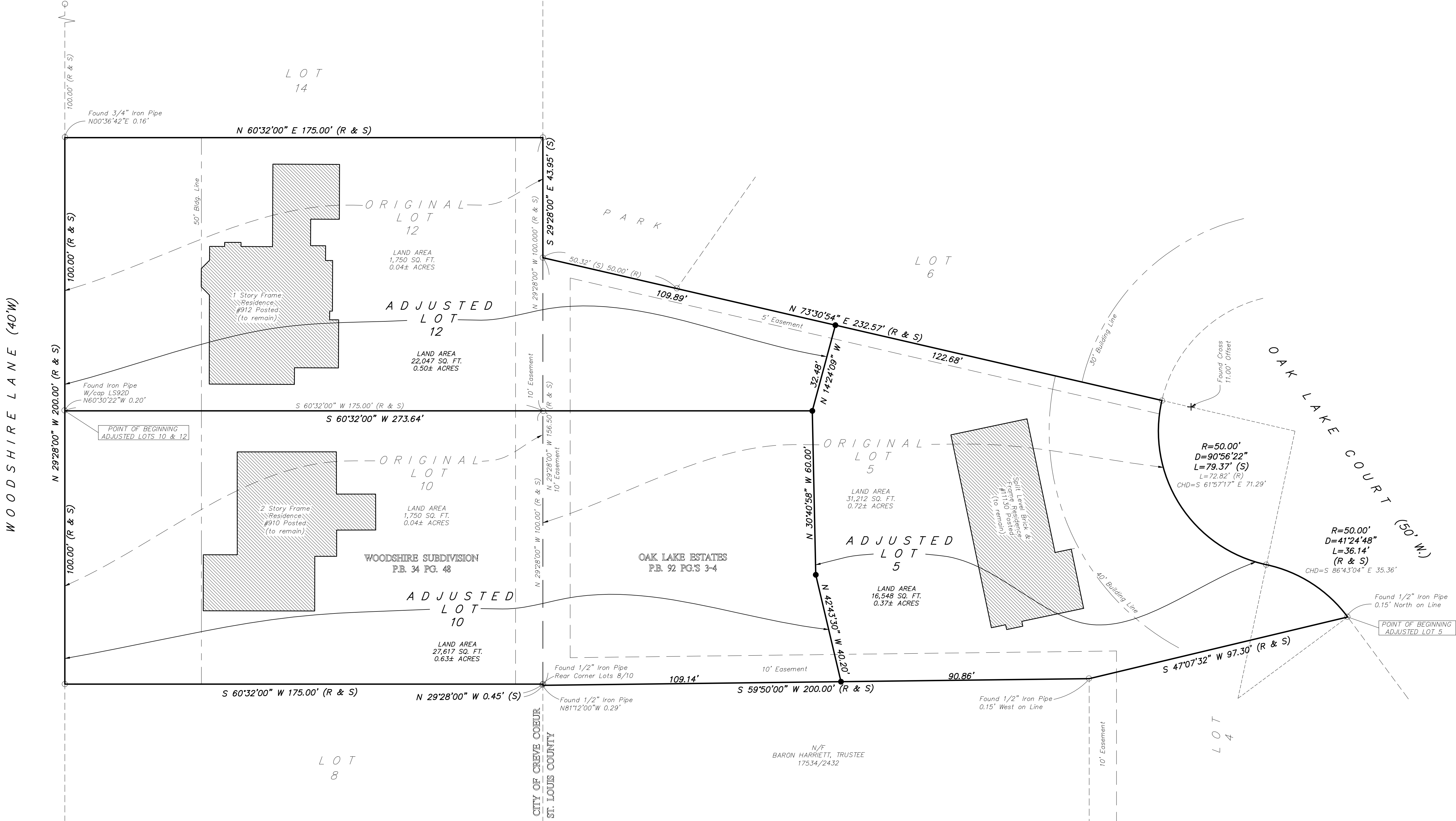
LOT 10:
OWNER'S NAME: VOSS ANDREW J & JACQUELINE K H/W
SUBDIVISION NAME & LOT NUMBER: WOODSHIRE LOT 10
DEED BOOK AND PAGE: BOOK 19340 PAGE 711
TAXING ADDRESS: 910 WOODSHIRE LN. SAINT LOUIS, MO 63141
MAILING ADDRESS: 910 WOODSHIRE LN. SAINT LOUIS, MO 63141
LOCATOR NO. 17N530300

LOT 12:
OWNER'S NAME: MCCOLLUM MELVIN W JULIE B H/W
SUBDIVISION NAME & LOT NUMBER: WOODSHIRE LOT 12
DEED BOOK AND PAGE: BOOK 12611 PAGE 1663
TAXING ADDRESS: 912 WOODSHIRE LN. SAINT LOUIS, MO 63141
MAILING ADDRESS: 912 WOODSHIRE LN. SAINT LOUIS, MO 63141
LOCATOR NO. 17N530366



● - DENOTES SET 1/2" x 18" REBAR WITH CAP STAMPED "MARLER L.S.-347-D"
○ - DENOTES FOUND 1/2" IRON PIPE

R. = RECORD
S. = SURVEYED



TITLE COMMITMENTS:
LOT 5: FREEDOM TITLE, LLC FILE NO. 13FT02554
LOT 10: U.S. TITLE GUARANTY COMPANY FILE NO. 10-15318
LOT 12: INVESTORS' TITLE COMPANY COMMITMENT NO. 200564

JOB NO. 1305-154	MARLER SURVEYING COMPANY, INC.	DEPUTY S.R.F.
DRWN BY: M.P.B./M.S.B.	11402 GRAVOIS RD., STE. 200 ST. LOUIS, MO 63126 (314) 729-1001 PH. (314) 729-1044 FAX 110 WEST MAIN STREET, SULLIVAN, MO (573) 468-4684 PH. (573) 860-8606 FAX email: marler@marlersurveying.net	CHK'D BY: M.S.B.
REV. :	SHEET : 2 OF 2	



**CITY OF CREVE COEUR - MINUTES
PLANNING AND ZONING COMMISSION MEETING
MONDAY, NOVEMBER 4, 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, November 4, 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. Ken Howard
 Mr. Charles Pullium
 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

B. Application #13-044: Approval of a boundary adjustment between 910 & 912 Woodshire Lane, and 11130 Oak Lake Court.

Applicant/Property Owner: Julie B. McCollum
 912 Woodshire Lane
 Creve Coeur, MO 63141

Ms. McCollum, 912 Woodshire Lane, said that her and her husband purchased 11130 Oak Lake Court property, which abuts the back of their property. Ms. McCollum said behind the Oak Lake Court house there is wooded area and also a ravine and they have no intention of building as it is unusable space.

Mr. Faron motioned to approve the 910 and 912 Woodshire Lane, and 11130 Oak Lake Court boundary adjustments attached to the staff report in application #13-044 for the meeting of November 4, 2013, subject to the condition that a final drawing is prepared for signature and recording. Mr. Howard seconded the motion with the resultant vote as follows:

Mr. Pullium – aye	Mr. Rovak – aye	Mr. Faron – aye
Dr. Barton – aye	Mr. Howard – aye	Mr. Carney – aye
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 8:57 p.m.

Timothy Madden, Chair

Julie Lowery, Recording Secretary



City Council
300 North New Ballas Rd
Creve-Coeur, MO 63141

Meeting: 11/24/14 07:00 PM
Department: Legislative /City Clerk
Category: Amendment
Prepared By: Debbie Ryan
Department Head: Debbie Ryan

SCHEDULED

ORDINANCE

Bill No. 5528 - an Ordinance Amending Article XIII, Sections 210.610 to 210.670, of the Code of Ordinances of the City of Creve Coeur Regarding Tobacco Products, Alternative Nicotine Products, Vapor Products and Rolling Papers. First Reading

The Bill updates the City Code for changes in state law regarding regulation of sales of smoking products to minors.

Ordinance

Meeting of November 24, 2014

BILL NO. 5528 ORDINANCE NO.

AN ORDINANCE AMENDING ARTICLE XIII, SECTIONS 210.610 TO 210.670, OF THE CODE OF ORDINANCES OF THE CITY OF CREVE COEUR REGARDING TOBACCO PRODUCTS, ALTERNATIVE NICOTINE PRODUCTS, VAPOR PRODUCTS AND ROLLING PAPERS.

WHEREAS, Article XIII, Sections 210.610 to 210.670 of the City Code of Ordinances currently address tobacco products; and

WHEREAS, changes in state law (2014 SS SCS SB 841) require parallel revisions to the City's ordinances;

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

Section 1. Sections 210.610 to 210.670 of the City Code of Ordinances are hereby revised to read as follows:

ARTICLE XIII: Offenses Concerning Tobacco, Alternative Nicotine and Vapor Products

Section 210.610. Definitions.

For purposes of this Article, the following definitions shall apply:

ALTERNATIVE NICOTINE PRODUCT

Any non-combustible product containing nicotine that is intended for human consumption, whether chewed, absorbed, dissolved, or ingested by any other means. Alternative nicotine product does not include any vapor product, tobacco product or any product regulated as a drug or device by the United States Food and Drug Administration under Chapter V of the Food, Drug, and Cosmetic Act.

DISTRIBUTE

A conveyance to the public by sale, barter, gift or sample.

MINOR

A person under the age of eighteen (18) years.

[Ord. No. 5357 §9, 3-24-2014]

PROOF OF AGE

A driver's license or other generally accepted means of identification that contains a picture of the individual and appears on its face to be valid.

ROLLING PAPERS

Paper designed, manufactured, marketed or sold for use primarily as a wrapping or enclosure for tobacco which enables a person to roll loose tobacco into a smokeable cigarette.

SAMPLE

A tobacco product, alternative nicotine product, or vapor product distributed to members of the general public at no cost or at nominal cost for product promotional purposes.

SAMPLING

The distribution to members of the general public of tobacco product, alternative nicotine product, or vapor product samples.

TOBACCO PRODUCTS

Any substance containing tobacco leaf including, but not limited to, cigarettes, cigars, pipe tobacco, snuff, chewing tobacco or dipping tobacco, but does not include alternative nicotine products, or vapor products.

VAPOR PRODUCT

Any non-combustible product containing nicotine that employs a heating element, power source, electronic circuit, or other electronic, chemical or mechanical means, regardless of shape or size, that can be used to produce vapor from nicotine in a solution or other form. Vapor product includes any electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar product or device and any vapor cartridge or other container of nicotine in a solution or other form that is intended to be used with or in an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar product or device. Vapor product does not include any alternative nicotine product or tobacco product;

VENDING MACHINE

Any mechanical, electric or electronic self-service device which, upon insertion of money, tokens or any other form of payment, dispenses tobacco products, alternative nicotine products, or vapor products.

Section 210.620. Unlawful To Sell or Distribute Tobacco Products, Alternative Nicotine Products, Vapor Products, or Rolling Papers To Minors — Vending Machine Requirements.

A. It shall be unlawful for any person to sell, provide or distribute tobacco products, alternative nicotine products, vapor products, or rolling papers to persons under eighteen (18) years of age.

B. All vending machines that dispense tobacco products, alternative nicotine products, vapor products, or rolling papers shall be located within the unobstructed line of sight and under the direct supervision of an adult responsible for preventing persons less than eighteen (18) years of age from purchasing any tobacco product, alternative nicotine product, vapor product, or rolling papers from such machine or shall be equipped with a lock-out device to prevent the machines from being operated until the person responsible for monitoring sales from the machines disables the lock. Such locking device shall be of a design that prevents it from being left in an unlocked condition and which will allow only a single sale when activated. A locking device shall not be required on machines that are located in areas where persons less than eighteen (18) years of age are not permitted or prohibited by law. An owner of an establishment whose vending machine is not in compliance with the provisions of this Subsection shall be subject to the penalties contained in Subsection (E) of this Section. A determination of non-compliance may be made by a local law enforcement agency or the Division of LiquorAlcohol and Tobacco Control. Nothing in this Section shall apply to a vending machine if located in a factory, private club or other location not generally accessible to the general public.

C. No person or entity shall sell, provide or distribute any tobacco product, alternative nicotine product, or vapor product, or rolling papers to any minor or sell any individual cigarettes to any person in this State. This Subsection shall not apply to the distribution by family members on property that is not open to the public.

D. Any person, including, but not limited to, a sales clerk, owner or operator, who violates Subsections (A), (B) or (C) of this Section or Section **210.650** of this Article shall be penalized as follows:

1. For the first (1st) offense, twenty-five dollars (\$25.00);
2. For the second (2nd) offense, one hundred dollars (\$100.00); and
3. For a third (3rd) and subsequent offense, two hundred fifty dollars (\$250.00).

E. Any owner of the establishment where tobacco products, alternative nicotine products, vapor products, or rolling papers are available for sale who violates Subsection (C) of this Section shall not be penalized pursuant to this Section if such person documents the following:

1. An in-house or other tobacco compliance employee training program was in place to provide the employee with information on the State and Federal regulations regarding tobacco sales of tobacco products, alternative nicotine products, or vapor products to

minors. Such training program must be attended by all employees who sell tobacco products, alternative nicotine products, or vapor products to the general public;

2. A signed statement by the employee stating that the employee has been trained and understands the State laws and Federal regulations regarding the sale of tobacco products, alternative nicotine products, or vapor products to minors; and

3. Such in-house or other tobacco compliance training meets the minimum training criteria, which shall not exceed a total of ninety (90) minutes in length, established by the Division of Liquor Alcohol and Tobacco Control.

F. The exemption in Subsection (E) of this Section shall not apply to any person who is considered the general owner or operator of the outlet where tobacco products, alternative nicotine products, vapor products, or rolling papers are available for sale if:

1. Four (4) or more violations per location of Subsection (C) of this Section occur within a one (1) year period; or

2. Such person knowingly violates or knowingly allows his/her employees to violate Subsection (C) of this Section.

G. If a sale is made by an employee of the owner of an establishment in violation of this Article, the employee shall be guilty of an offense established in Subsections (A), (B) and (C) of this Section. If a vending machine is in violation of Section **210.650**, the owner of the establishment shall be guilty of an offense established in Subsections (C) and (D) of this Section. If a sample is distributed by an employee of a company conducting the sampling, such employee shall be guilty of an offense established in Subsections (C) and (D) of this Section.

H. A person cited for selling, providing or distributing any tobacco product, alternative nicotine product or vapor product to any individual less than eighteen (18) years of age in violation of Subsections (A), (B) or (C) of this Section shall conclusively be presumed to have reasonably relied on proof of age of the purchaser or recipient, and such person shall not be found guilty of such violation if such person raises and proves as an affirmative defense that:

1. sSuch individual presented a driver's license or other government-issued photo identification purporting to establish that such individual was eighteen (18) years of age or older.

I. Any person adversely affected by this Section may file an appeal with the Administrative Hearing Commission which shall be adjudicated pursuant to the procedures established in Chapter **621**, RSMo.

Section 210.630. Minors Prohibited From Purchase or Possession of Tobacco Products, Alternative Nicotine Products, Vapor Products or Rolling Papers — Misrepresentation of Age.

A. No person less than eighteen (18) years of age shall purchase, attempt to purchase or possess cigarettes, or other tobacco products, alternative nicotine products, vapor products, or rolling papers unless such person is an employee of a seller of cigarettes, or tobacco products, alternative nicotine products, or vapor products and is in such possession to effect a sale in the course of employment or an employee of the Division of Liquor Alcohol and Tobacco Control for enforcement purposes pursuant to Subsection (5) of Section 407.934, RSMo.

B. Any person less than eighteen (18) years of age shall not misrepresent his/her age to purchase cigarettes, or tobacco products, alternative nicotine products, vapor products, or rolling papers.

C. Any person who violates the provisions of this Section shall be penalized as follows:

1. For the first (1st) violation, the person is guilty of an infraction and shall have any cigarettes, or tobacco products, alternative nicotine products, vapor products, or rolling papers confiscated;

2. For a second (2nd) violation and any subsequent violations, the person is guilty of an infraction, shall have any cigarettes, or tobacco products, alternative nicotine products, vapor products, or rolling papers confiscated and shall complete a tobacco education or smoking cessation program, if available.

Section 210.640. Retail Sales Tax License Required For Sale of Tobacco Products, Alternative Nicotine Products, Vapor Products or Rolling Papers.

No person shall sell cigarettes, or tobacco products, alternative nicotine products, vapor products, or rolling papers unless the person has a retail sales tax license.

Section 210.650. Required Sign Stating Violation of State Law To Sell Tobacco, Alternative Nicotine or Vapor Products To Minors Under Age Eighteen — Display of Sign Required Where.

A. The owner of an establishment at which tobacco products, alternative nicotine products, vapor products, or rolling papers are sold at retail or through vending machines shall cause to be prominently displayed in a conspicuous place at every display from which tobacco products, alternative nicotine products, or vapor products

are sold and on every vending machine where tobacco products, alternative nicotine products, or vapor products are purchased a sign that shall:

1. Contain in red lettering at least one-half (½) inch high on a white background the following:

"IT IS A VIOLATION OF STATE LAW FOR CIGARETTES, OR OTHER TOBACCO PRODUCTS, ALTERNATIVE NICOTINE PRODUCTS, OR VAPOR PRODUCTS TO BE SOLD OR OTHERWISE PROVIDED TO ANY PERSON UNDER THE AGE OF EIGHTEEN OR FOR SUCH PERSON TO PURCHASE, ATTEMPT TO PURCHASE OR POSSESS CIGARETTES, OR OTHER TOBACCO PRODUCTS, ALTERNATIVE NICOTINE PRODUCTS, OR VAPOR PRODUCTS "; and

2. Include a depiction of a pack of cigarettes at least two (2) inches high defaced by a red diagonal diameter of a surrounding red circle and the words "Under 18".

Section 210.660. Restrictions On Sales of Individual Packs of Cigarettes.

A. No person or entity shall sell individual packs of cigarettes, alternative nicotine products, vapor products, rolling papers, or smokeless tobacco products unless such packs satisfy one (1) of the following conditions prior to the time of sale:

1. It is sold through a vending machine; or

2. It is displayed behind the checkout counter or it is within the unobstructed line of sight of the sales clerk or store attendant from the checkout counter.

Section 210.670. Proof of Age Required, When Defense To Action For Violation Is Reasonable Reliance On Proof — Liability.

[Ord. No. 5357 §10, 3-24-2014]

A. A person or entity selling tobacco products, alternative nicotine products, vapor products, or rolling papers or distributing tobacco product, alternative nicotine product, or vapor product, samples shall require proof of age from a prospective purchaser or recipient if an ordinary person would conclude on the basis of appearance that such prospective purchaser or recipient may be under the age of eighteen (18) years.

B. The operator's or chauffeur's license issued pursuant to the provisions of Section 302.177, RSMo., or the operator's or chauffeur's license issued pursuant to the laws of any State or possession of the United States to residents of those States or possessions, or an identification card as provided for in Section 302.181, RSMo., or the identification card issued by any uniformed service of the United States, or a valid passport shall be presented by the holder thereof upon request of any agent of the

Division of LiquorAlcohol and Tobacco Control or any owner or employee of an establishment that sells tobacco, alternative nicotine products, vapor products, or rolling papers for the purpose of aiding the registrant, agent, owner or employee to determine whether or not the person is at least eighteen (18) years of age when such person desires to purchase or possess tobacco products, alternative nicotine products, vapor products, or rolling papersprocured from a registrant. Upon such presentation, the owner or employee of the establishment shall compare the photograph and physical characteristics noted on the license, identification card or passport with the physical characteristics of the person presenting the license, identification card or passport.

C. NoAny person who shall, without authorization from the Department of Revenue, reproduce, alter, modify or misrepresent any chauffeur's license, motor vehicle operator's license or identification card shall be deemed guilty of a misdemeanor.

D. Reasonable reliance on proof of age or on the appearance of the purchaser or recipient shall be a defense to any action for a violation of Subsections (A), (B) and (C) of Section**210.620** of this Article. No person shall be liable for more than one (1) violation of Subsections (B) and (C) of Section **210.620** on any single day.

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

ADOPTED THIS ____DAY OF _____, 2014.

CHARLOTTE D'ALFONSO
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2014

BARRY GLANTZ, MAYOR

ATTEST:

DEBORAH RYAN, CITY CLERK, MPCC



City Council
300 North New Ballas Rd
Creve-Coeur, MO 63141

Meeting: 11/24/14 07:00 PM
Department: Public Works Department
Category: Purchase
Prepared By: Jim Heines
Department Head: Jim Heines

SCHEDULED

ORDINANCE

Bill No. 5529 - an Ordinance Authorizing the Exchange of Land in Malcolm Terrace Park. First Reading

The approval of this land transaction will allow the city to secure ownership of additional properties within the Malcolm Terrace Park Boundary.

Ordinance

Meeting of November 24, 2014

BILL NO 5529

ORDINANCE NO _____

AN ORDINANCE AUTHORIZING THE EXCHANGE OF LAND IN MALCOLM TERRACE PARK.

WHEREAS, the City of Creve Coeur is the fee simple owner of Malcolm Terrace Park, which has irregular boundaries and surrounds a few areas of private property; and

WHEREAS, the City has the opportunity to exchange a portion of its land with adjoining property owners to make the boundaries of the park more regular and to bring some of the surrounded areas of private property into public ownership; and

WHEREAS, on October 21, 2013, the Planning and Zoning Commission recommended approval of the exchange; and

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

WHEREAS, the City Council has determined that the exchange is in the public interest;

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Creve Coeur, Missouri, as follows:

SECTION 1: The agreement between James A. Lammers and Vicki S. Platke, husband and wife and the City of Creve Coeur regarding the exchange of property in Malcolm Terrace Park attached hereto as **Exhibit A** is hereby approved. The City Administrator is authorized to execute the agreement and the City Clerk is authorized to attest thereto. The agreement as executed shall be in the form attached hereto as **Exhibit A** subject to final changes consistent with the provisions and intent of this Ordinance, and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this Ordinance, the matters herein authorized, and the rights and duties of the City under the agreement.

SECTION 2: This Ordinance shall become effective pursuant to the provisions of Section 3.11(g) of the Charter.

ADOPTED THIS _____ DAY OF _____, 2014

CHARLOTTE D'ALFONSO
PRESIDENT OF CITY COUNCIL

APPROVED THIS _____ DAY OF _____, 2014

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN
CITY CLERK

Attachment: Bill No. 5529 (1149 : Bill No. 5529 - Exchange of Land in Malcolm Terrace Park)

REAL ESTATE EXCHANGE AGREEMENT

This Agreement ("Agreement"), dated _____, 2014 (hereinafter the "Effective Date"), is made by and between the City of Creve Coeur, Missouri, a municipal corporation (hereinafter "City"), and James A. Lammers and Vicki S. Platke, husband and wife (hereinafter "Lammers").

RECITALS:

WHEREAS, City is the owner of fee simple title to approximately 4,877 sq ft of real estate located within Malcolm Terrace Park in the City of Creve Coeur, Missouri, consisting of a parcel of 1,625 sq ft that is part of Lot 15, Block 5 Malcolm Terrace Park and a parcel of 3,252 sq ft that is part of Lots 18 and 19, Block 5 Malcolm Terrace Park, all as described in **Exhibit A** attached hereto and incorporated herein by reference (hereinafter referred to as the "City Property"); and

WHEREAS, Lammers are the owners of fee simple title to approximately 10,275 sq ft of real estate located within Malcolm Terrace Park in the City of Creve Coeur, Missouri, consisting of a parcel of 2,750 sq ft that is part of Lots 16 and 17, Block 5 Malcolm Terrace Park described in **Exhibit A** attached hereto and incorporated herein by reference, as well as a parcel of 5,000 sq ft known as 401 Mulligan Street and a parcel of 2,525 sq ft known as 400 Brownlee Street (hereinafter referred to as the "Lammers Property"); and

WHEREAS, City and Lammers desire to exchange the City Property for the Lammers Property on the terms set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Exchange of Property. City shall sell and convey, and Lammers shall purchase and accept, at Closing (as hereinafter defined) the City Property on the terms herein contained. Lammers shall sell and convey, and City shall purchase and accept, at Closing (as hereinafter defined) the Lammers Property on the terms herein contained.

2. Value. The value of the City Property and the value of the Lammers Property is in each case approximately the sum of \$12,500.00 (the "Property Value").

3. Permitted Exceptions. The City Property is to be sold and conveyed by the City, and the Lammers Property is to be sold and conveyed by the Lammers subject only to the following (the "Permitted Exceptions"):

- (a) All applicable zoning and other laws, regulations and requirements;
- (b) Real estate taxes not yet due and payable, which will be prorated to date of Closing;
- (c) Any special assessments imposed upon or becoming a lien after the date of Closing;

(d) Rights of the public and adjoining property owners, if any, in adjacent and abutting streets and highways;

(e) Matters determined to be Permitted Exceptions under the terms of Section 7 hereof; and

(f) Any other exception(s) to title approved in writing by the recipient.

4. Intentionally omitted.

5. Closing. The closing of the transaction hereunder (the "Closing") shall be held at _____ or at such other place as the parties may agree in writing. The date and time of Closing shall be designated by the parties, said date to be a day other than a Saturday, Sunday, or legal holiday and to be a day occurring on or before ten (10) days after the expiration of the Title Review Period (as defined in Section 7 hereof), unless a different date of Closing is agreed to in writing by the parties (the "Closing Date").

(a) Closing costs shall be paid equally by the City and the Lammers.

(b) General real estate taxes shall be prorated on an accrual basis as of the date of Closing and paid accordingly to the appropriate party. Such prorations shall be computed on the basis of thirty (30) days to the month, selling party to have the last day, and shall be based on the most recent ascertainable amounts. Should any proration prove to be inaccurate based upon the actual bill received, any party may demand and shall be entitled to receive a payment from the other party correcting the misapportionment. This adjustment provision shall survive Closing.

(c) Each party shall pay the title insurance premium charged by the Title Company on their respective Purchaser's Policy of Title Insurance.

(d) Each party shall pay the fees and expenses of its legal counsel, if any.

6. Representations, Warranties and Covenants of Selling Parties. To induce the other party to enter into this Agreement and to purchase and accept the property being exchanged, each party as seller represents, warrants, and covenants to the other party as hereinafter set forth.

(a) They are the owner in fee simple of the property they are conveying and have the legal right, power and authority to sell that property to the other party on the terms set forth herein upon final approval by the Creve Coeur Planning and Zoning Commission and City Council pursuant to Section 89.380 R.S.Mo. and other applicable law, including a boundary adjustment under Section 410.030.D of the City's Code of Ordinances. No other consents or approvals are required.

(b) This Agreement has been duly executed by them pursuant to due authorization and is not in violation of any document binding upon them.

(c) As of the Closing, no work will have been performed or will be in progress at their property, and no materials will have been delivered to the property on their behalf, that might provide the basis for a mechanic's, materialman's or other lien against the property or any portion thereof, unless they have provided for full payment thereof or have posted reasonable security therefor or unless the other party has consented thereto in writing.

(d) To the best of their knowledge, there are no (i) unrecorded leases or tenancies affecting the property, or any part thereof, (ii) unrecorded contracts, rights of first refusal or options pertaining to or affecting the property, or any part thereof, (iii) easements or claims of easement encumbering the property which are not shown by the public records, or (iv) discrepancies or conflicts in boundary lines or encroachments affecting the property.

(e) They have not received notification from any governmental authority or public utility requiring any repairs, replacements, or alterations to the property, which repairs, replacements or alterations have not been made.

(f) To the best of their knowledge, no "Hazardous Substances" (as hereinafter defined) are located at, on or below the property, there are no underground storage tanks located at, below or about the property, and the property is not now, and never has been, used to store, treat, dispose of or dump Hazardous Substances. For the purposes of this Agreement, the term "Hazardous Substance" shall mean any soil or ground water contamination, radioactivity, methane, radon gas, volatile hydrocarbons, PCB transformers, asbestos, or any other hazardous or toxic substance(s) or condition(s) as the same may be defined by any federal, state or local governmental body, agency or organization having jurisdiction with respect to such substance(s) or condition(s). Furthermore, to the best of their knowledge, the property is not listed or proposed for listing or threatened to be listed on the National Priorities List by the Environmental Protection Agency, or any other list or registry maintained by any federal, state or local governmental agency, body or organization concerning hazardous waste or material, and the property is not in violation of any laws, regulations or orders concerning hazardous waste or materials.

(g) They have no knowledge of any actions or proceedings which are pending or threatened to be filed in any court or before any governmental agency respecting or affecting the property and the present use of the property complies with all applicable laws.

(h) Upon consent and approval as described in subparagraph (a) above, the execution and performance of this Agreement and the consummation of the transaction contemplated by this Agreement shall have been duly authorized and approved, and this Agreement shall constitute their valid and binding obligation.

(i) No notice of any special assessments against the property has been received.

(j) The property is not currently served by public or private utility services.

(k) No utility charges are billable to the owner or occupant of the property.

All representations and warranties hereinabove set forth shall survive the Closing and passing of title to the property.

7. Each Purchaser's Conditions Precedent to Closing. Each purchaser's obligations to close the transaction hereunder shall be subject to the following:

(a) Title and Survey.

(i) Promptly after the execution hereof, they shall order: (1) a current commitment for an owner's policy of title insurance (hereinafter referred to as a "Title Commitment"), whereby a title company commits to issue a standard ALTA Owner's Policy of Title Insurance written in accordance with this Agreement; and (2) copies of all instruments shown as exceptions on the Title Commitment (collectively, the "Updated Title Work"). Purchaser shall provide the other party with a copy of such Updated Title Work promptly after receipt of same.

(ii) Purchaser shall have the right, until 5:00 p.m. CST on 30th day after the Effective Date (the "Title Review Period"), to deliver written notice to the other party of any objections to the Updated Title Work. In the event purchaser fails to provide the other party with any written objections to the Updated Title Work during the Title Review Period, all exceptions listed on the Title Commitment shall be deemed "Permitted Exceptions" (except for those conditions the title company will agree to eliminate (i) upon receipt of an affidavit from selling party on title company's standard form, which the selling party agrees to execute, and/or (ii) upon receipt of a survey, and except for any mortgages, deeds of trust or other liens or encumbrances on the property, all of which are to be released prior to Closing); provided, however, if the Updated Title Work is not received by purchasing at least seven (7) days prior to expiration of the Title Review Period, the Title Review Period shall be extended for such period of time as shall be necessary to give them at least seven (7) days in which to have the Updated Title Work available for review and consideration.

(iii) In the event purchasing party provides the other party with one or more written objections to the Updated Title Work prior to expiration of the Title Review

Period, within three (3) business days after receipt of such notice, the other party shall either:

[a] notify purchasing party in writing that they will not undertake to eliminate or modify said objectionable matters and that, unless purchasing party notifies them in writing of its waiver of such objections within three (3) business days after receipt of such notice, this Agreement shall be terminated, and the parties shall be released from all further obligations hereunder; or

[b] notify purchasing party in writing that they shall undertake promptly and diligently to eliminate or modify all such objectionable matters to the reasonable satisfaction of purchasing and the title company.

The other party's failure to provide any notification to purchasing party within such three (3) business day period shall be deemed to be an election under Section 7(a)(iii)[a] above. In the event the other party provides purchasing party notice under Section 7(a)(iii)[b] above but is unable with the exercise of due diligence to satisfy said objectionable matters, to the reasonable satisfaction of purchasing party and the title company, within seven (7) days after purchasing party's receipt of such notice, purchasing party shall, within three (3) business days after expiration of such seven (7) day period, either:

[c] notify the other party that it will accept the state of title subject to said objectionable conditions and exceptions without any additional consideration, in which event said conditions and exceptions shall be deemed Permitted Exceptions; or

[d] notify the other party that it rejects the state of title to the property, in which event this Agreement shall be terminated, and all parties shall be released from all further obligations hereunder.

Purchasing party's failure to provide any notification to the other party within such three (3) business day period shall be deemed to be an election under Section 7(a)(iii)[d] above.

(iv) Each party shall, at its sole cost, cause a survey of its property to be prepared by a licensed surveyor before or during the Title Review Period. The Survey shall be considered part of the Updated Title Work. Each party shall provide the other party with a copy of the Survey promptly. A purchasing party shall have the right, during the Title Review Period, to deliver written notice to the other party of any objections that they may have to any matters disclosed in the Survey, and in such event such objections shall be dealt with in the same fashion as the other "Updated Title Work" objections under Section 7(a)(iii) above.

(b) Title Policy. Each purchasing party shall be able to obtain from its title company, at Closing, upon payment of the standard premium therefor, an owner's policy of title insurance in standard ALTA form in the full amount of the Property Value and insuring title to

the property, in them, in accordance with the Updated Title Work obtained by them under Paragraph 7(a) hereof, subject only to Permitted Exceptions (their respective "Purchaser's Policy of Title Insurance"). All mortgages, deeds of trust or other liens or encumbrances shall be released prior to Closing and shall not appear as exceptions to either Purchaser's Policy of Title Insurance. Further, each Purchaser's Policy of Title Insurance shall be endorsed by the title company to provide insurance (i) that there has been no violation of any covenants or restrictions encumbering the property and that any such violation in the future will not result in a reversion or forfeiture of title; and (ii) to provide full survey and mechanic's lien coverage. In addition, each purchasing party shall be able to obtain from the title company, at Closing, a closing protection letter concerning (i) the issuance of their respective Purchaser's Policy of Title Insurance and (ii) the handling of the Closing by the title company and its employees, agents and representatives. If a purchasing party is unable to obtain such Purchaser's Policy of Title Insurance and the foregoing closing protection letter on the Closing Date, they may terminate this Agreement.

(c) Seller's Performance. All necessary consents and approvals to a selling party's performance hereunder shall have been obtained. All representations and warranties of a selling party contained in this Agreement, or in any Exhibits attached hereto, or in any written statement or document delivered in connection herewith, shall be true and correct in all material respects as of Closing as though made at that time. Furthermore, each selling party shall have performed, satisfied and complied in all material respects with all covenants and agreements required by this Agreement to be performed, complied with, or satisfied by them at or before Closing. If any necessary consents and approvals shall not have been obtained, or if any of said representations or warranties shall not be true and correct in all material respects, or if a selling party shall not have performed all of their covenants and agreements, in any case as of the Closing Date, the other party may terminate this Agreement.

(d) Access. Each party agrees to give the other party, and its authorized employees, agents, contractors and representatives, reasonable access to the respective property at all reasonable times prior to Closing for the purpose of performing such physical inspections, studies, surveys and tests as the other party may desire to make thereof. In the event of termination of this Agreement as provided herein, the other party will restore the property to substantially the same condition as existed on the Effective Date of this Agreement, to the extent such restoration is necessary due to their acts or omissions or the acts or omissions of their employees, agents, contractors, or others retained at their directive. This paragraph shall survive the termination of this Agreement. During the Title Review Period, a party may terminate this Agreement, if they perform and are not satisfied in their sole discretion with the results of any physical, environmental or other due diligence, including but not limited to: (i) physical inspections, including, but not limited to, an environmental study, soil condition study, civil engineering review, survey; and (ii) determination that all zoning and construction covenants are amenable to their intended use.

(e) Final Inspection. On or before the Closing Date, each party shall have the right to inspect the property to confirm that, on the Closing Date, it is in the same condition as it was on the Effective Date of this Agreement and that all representations of the other party hereunder remain true and correct in all material respects. A party shall have seven (7) days after

written notice from the other party to correct any matters found to have changed from the Effective Date (and, if necessary, Closing shall be extended accordingly), and, if they fail to do so, then the party that provided such notice may within three (3) business days thereafter, by written notice to the other party, terminate this Agreement. If not so terminated, such objections shall be deemed waived.

Each party as purchasing party hereby reserves the right to waive (or set aside) any or all of the foregoing contingencies and to close the exchange. In such event, unless waiver is otherwise self-operative under the foregoing terms, notice of such waiver shall be given to the other party in writing.

8. Representations and Warranties of Each Purchasing Party. To induce the other party to enter into this Agreement and to exchange their property, each purchasing party represents and warrants that this Agreement has been duly executed pursuant to due authorization; this Agreement is not in violation of any document binding upon them; no consents are necessary for the execution, delivery and performance of this Agreement by them as purchasing party (except those which have already been obtained); and this Agreement is binding upon and enforceable against them in accordance with its terms. Said representations and warranties shall survive the Closing.

9. Closing Obligations. At the Closing, each party shall sign and/or deliver to the other party, and/or shall cause to be delivered to the other party, the following:

- (a) Warranty Deed in customary form conveying fee simple title to the their respective property subject only to the Permitted Exceptions;
- (b) Title affidavit on customary form;
- (c) FIRPTA affidavit pursuant to Section 1445 of the Internal Revenue Code;
- (d) Such evidence of due authority to sell the property as the title company may reasonably require;
- (e) Closing Statement prepared by the Title Company with any payment required thereunder; and
- (f) Such other instruments, agreements and documents as are reasonably required to consummate the Closing as herein contemplated.

Each selling party shall further deliver, at Closing, full and complete possession of their respective property.

10. Risk of Loss. Each selling party shall bear the risk of all loss (including loss from condemnation), destruction, damage, and landowner liability to their respective

property, or any portion thereof, from any and all causes whatsoever, until and including the date of Closing.

(a) Damage or Destruction. If their property is damaged prior to Closing, the selling party shall immediately notify the other party in writing of the damage, the amount of any insurance proceeds payable, and whether they intend, prior to Closing, to restore the Property to its condition as of the Effective Date of this Agreement. In the event they restore the Property to its prior condition before Closing, the other party shall proceed with Closing. In the event they fail to restore the Property to its prior condition before Closing, the other party shall have the option, exercisable by delivery of notice on or before the Closing Date, to terminate this Agreement. If the other party does not elect to terminate this Agreement as aforesaid, there shall be no additional consideration except that the selling party shall, at Closing, assign or pay to the other party all insurance awards claimed, payable or collected as a result of such casualty.

(b) Condemnation. If, prior to Closing, all or any portion of either property is taken by exercise of the power of eminent domain or any proceedings are instituted or threatened in writing to effect such a taking, the selling party shall promptly notify the other party thereof and other party shall have the option, exercisable after the delivery of notice on or before the Closing date, to terminate this Agreement. If the other party does not elect to terminate this Agreement as aforesaid, the selling party shall, at Closing, assign or pay to the other party all condemnation awards claimed, payable or collected.

(c) Landowner Liability. Each selling party shall be responsible and liable for all personal injury and property damage claims arising from the condition or use of their respective property prior to Closing.

11. Brokers. The parties each warrant that no person or entity has performed brokerage services for that party or is entitled to a brokerage fee as a result of this transaction. Each party will indemnify and hold harmless the other party against any claim for brokerage as a result of brokerage services rendered to the indemnifying party.

12. Notices. All notices hereunder shall be in writing and delivered personally, sent via overnight delivery (e.g. Federal Express) or sent via certified U.S. Mail, postage prepaid, addressed to the other party at its address set forth below, or at any other address the party designates in writing pursuant to the terms hereof:

If to City:

City of Creve Coeur
300 N. New Ballas
Creve Coeur, Missouri 63141
Attention: City Administrator

with a copy to:

Curtis, Heinz, Garrett & O'Keefe
130 S. Bemiston, Suite 200
St. Louis, Missouri 63105
Attention: Carl J. Lumley

If to the Lammers:

James A. Lammers and Vicki S. Platke
11379 Elzey St.
Creve Coeur, Missouri 63141

Notice shall be deemed given when delivered, if given personally or by overnight delivery, and notice shall be deemed given two (2) business days after deposit in the U.S. mail if given by certified mail.

13. Materials to be Delivered; Materials to be Returned. Within five (5) days after the Effective Date of this Agreement, each party shall make available to the other party, and shall permit them to copy at their expense, such of the following items as are in possession or under control: all land surveys, including topographical surveys, relating to the property, all soil tests, environmental studies, engineering studies, traffic studies and other studies and analyses relating to the property, all topographical maps, all title reports, certificates or abstracts of title, title insurance policies and title insurance commitments affecting or pertaining to the property. In no event shall a party be required to expend funds to produce any of the foregoing documents which are not otherwise in its possession or control as of the Effective Date of this Agreement. If this Agreement is terminated, each party will cause to be returned to the other party all such documents and materials obtained from them relative to their respective property.

14. Disclaimer. Except for those warranties and representations set forth in Paragraphs 6 and 7 hereof, or in the Warranty Deeds to be delivered at Closing hereunder, the properties are being sold and exchanged hereunder "as is" without any representation or warranty of any nature whatsoever, express or implied. This paragraph shall survive the Closing.

15. Entire agreement; modification. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. The same may not be modified or terminated except by an agreement duly executed by all parties.

16. Non-waiver. No delay or failure by either party to exercise any right hereunder, and no partial or single exercise of such right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

17. Headings. Headings in this Agreement are for convenience and reference only and shall not be used to interpret or construe its provisions.

18. Governing law. This Agreement shall be construed in accordance with and shall be governed by the laws of the State of Missouri.

19. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

20. Assignment. This Agreement may not be assigned by any party hereto without the prior written consent of the other party. In addition, even if such consent is given, the party assigning this Agreement shall remain liable for the due satisfaction and performance of all of its obligations hereunder.

21. Default. Time is of the essence of this Agreement. The obligation of each party to consummate the transaction contemplated hereby is based upon the full and complete performance by the other parties of all of the covenants and obligations required to be performed herein. If any party shall be in default hereunder, or in the event any warranty, representation, covenant or agreement which survives Closing is breached, a party shall have and may pursue all rights and remedies available at law or equity. In the event any litigation or other proceeding is commenced to enforce the rights of any party to this Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable expenses incurred in prosecuting and/or defending against any such litigation or other proceeding, including, without limitation, reasonable attorneys' fees and court costs.

22. Binding Effect; Third Parties. The parties hereby acknowledge that it is their intention that this Agreement only be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns, and that no third party have any beneficial interest in or derived from this Agreement.

In Witness Whereof, the parties have caused this Agreement to be executed as of the Effective Date of this Agreement.

James A. Lammers

Vicki S. Platke

Date: _____

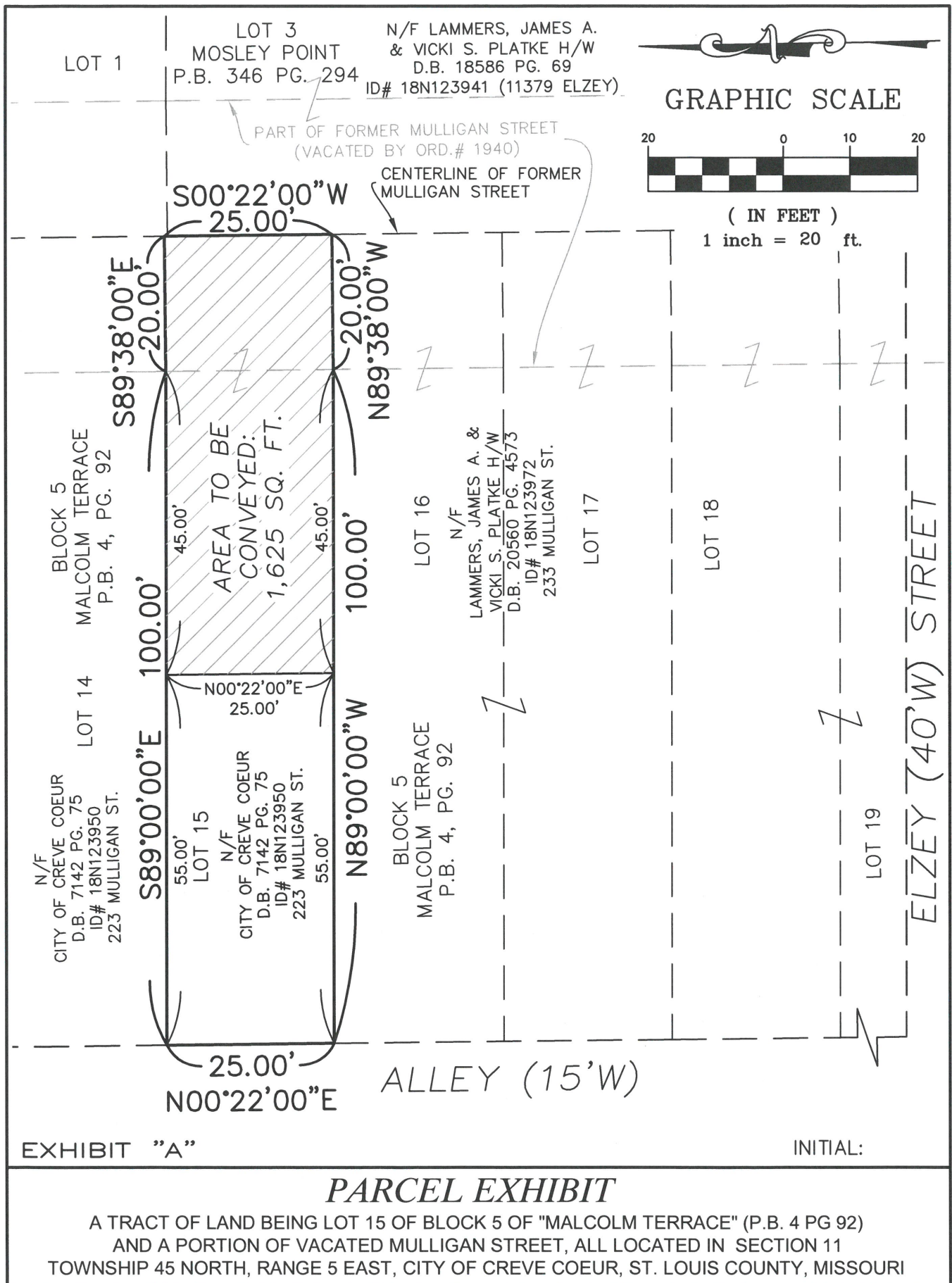
CITY OF CREVE COEUR, MISSOURI

By; Mark Perkins, City Administrator

Date: _____

ATTEST:

Debbie Ryan, City Clerk



Attachment: 3 Transfer exhibits and legals (1149 : Bill No. 5529 - Exchange of Land in Malcolm Terrace Park)

THE **STERLING** CO
ENGINEERS & SURVEYORS

5055 New Baumgartner Road St. Louis, Missouri 63129
(314) 487-0440 fax (314) 487-8944

PROPERTY DESCRIPTION

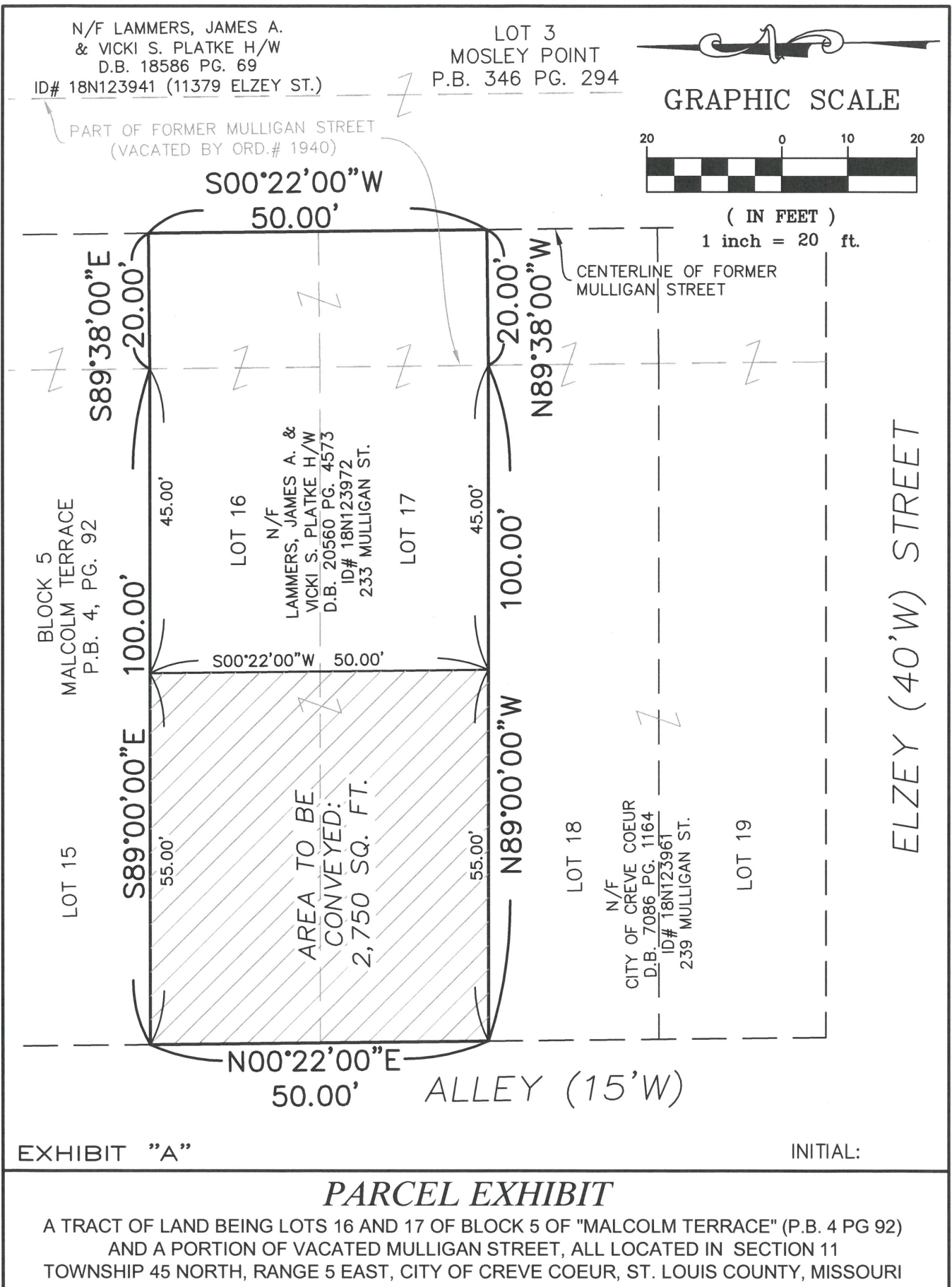
Project: Malcolm Terrace
Order Number 14-05-167

Date: September 23, 2014
Page 1 of 1
By: VLW

A tract of land being part of Lot 15 of Block 5 of "Malcolm Terrace", a subdivision according to the plat thereof recorded in Plat Book 4, Page 92 of the St. Louis County, Missouri records, and that part of Mulligan Street (40 feet wide) vacated by Ordinance Number 1940 being adjacent to said Lot 15, all located in Section 11, Township 45 North, Range 5 East, City of Creve Coeur, St. Louis County, Missouri and being more particularly described as follows:

Beginning at the northeast corner of above said Lot 15; thence South 89°38'00" East, 20.00 feet to a point on the centerline of above said Mulligan Street; thence along said centerline, South 00°22'00" West, 25.00 feet to a point; thence leaving said centerline, North 89°38'00" West, 20.00 feet to the southeast corner of said Lot 15; thence along the south line of said Lot 15, North 89°00'00" West, 45.00 feet; thence leaving said south line, North 00°22'00" East, 25.00 feet to a point on the north line of said Lot 15; thence along said north line of Lot 15, South 89°00'00" East, 45.00 feet to the Point of Beginning and contains 1,625 square feet, or 0.037 acres, more or less according to calculations by The Sterling Company during the month of September, 2014 under order number 14-05-167.

Attachment: 3 Transfer exhibits and legals (1149 : Bill No. 5529 - Exchange of Land in Malcolm Terrace Park)



Attachment: 3 Transfer exhibits and legals (1149 : Bill No. 5529 - Exchange of Land in Malcolm Terrace Park)

THE **STERLING** CO
ENGINEERS & SURVEYORS

5055 New Baumgartner Road St. Louis, Missouri 63129
(314) 487-0440 fax (314) 487-8944

PROPERTY DESCRIPTION

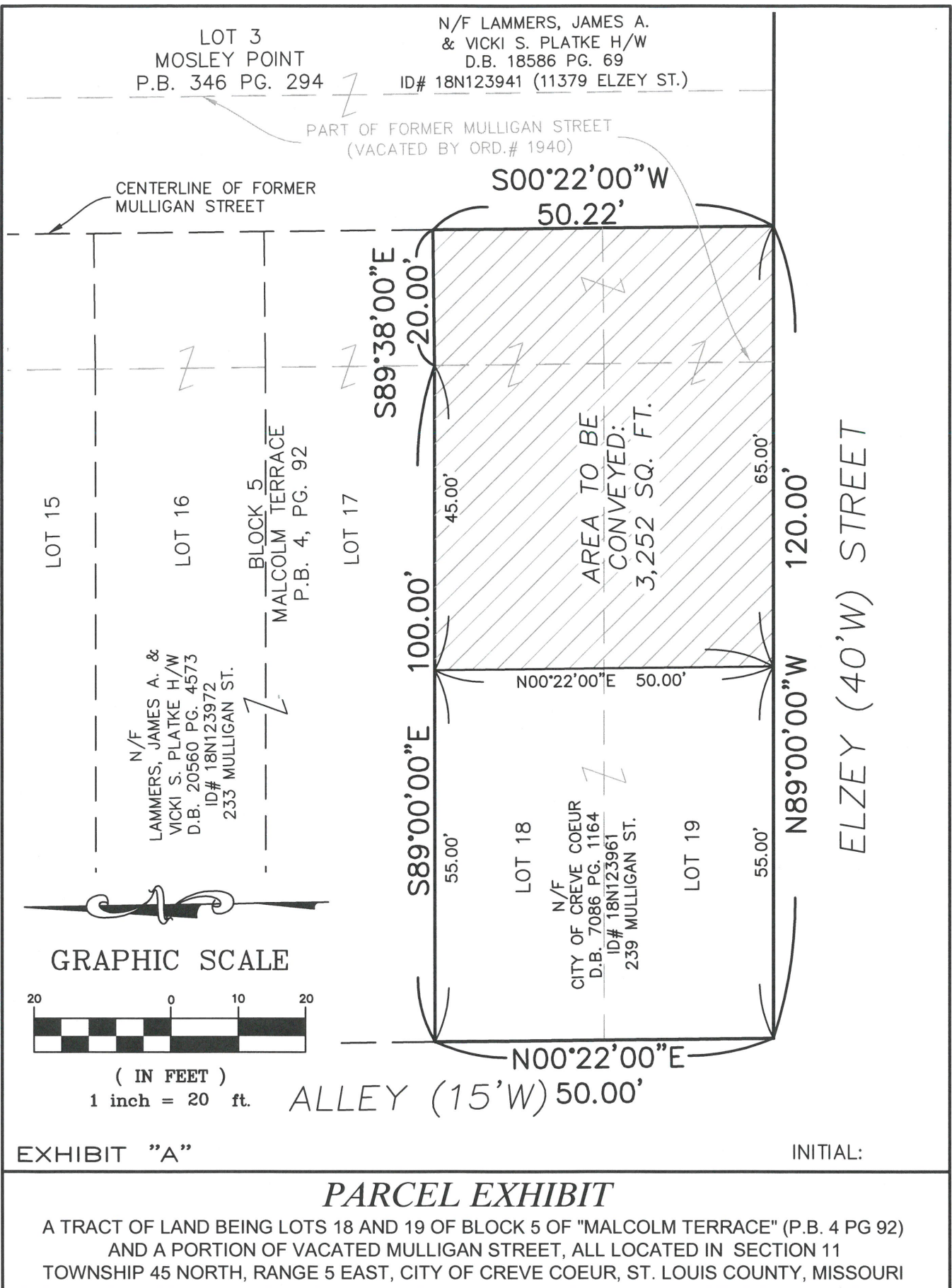
Project: Malcolm Terrace
Order Number 14-05-167

Date: September 23, 2014
Page 1 of 1
By: VLW

A tract of land being part of Lots 16 and 17 of Block 5 of "Malcolm Terrace", a subdivision according to the plat thereof recorded in Plat Book 4, Page 92 of the St. Louis County, Missouri records, located in Section 11, Township 45 North, Range 5 East, City of Creve Coeur, St. Louis County, Missouri and being more particularly described as follows:

Beginning at the northwest corner of above said Lot 16; thence along the north line of said Lot 16, South 89°00'00" East, 55.00 feet; thence leaving said north line, South 00°22'00" West, 50.00 feet to a point on the south line of above said Lot 17; thence along said south line of Lot 17, North 89°00'00" West, 55.00 feet to the southwest corner of said Lot 17; thence leaving said south line and along the west line of said Lot 17 and its prolongation, being the west line of said Lot 16, North 00°22'00" East, 50.00 feet to the Point of Beginning and contains 2,750 square feet, or 0.063 acres, more or less according to calculations by The Sterling Company during the month of September, 2014 under order number 14-05-167.

Attachment: 3 Transfer exhibits and legals (1149 : Bill No. 5529 - Exchange of Land in Malcolm Terrace Park)



Attachment: 3 Transfer exhibits and legals (1149 : Bill No. 5529 - Exchange of Land in Malcolm Terrace Park)

THE **STERLING** CO
ENGINEERS & SURVEYORS

5055 New Baumgartner Road St. Louis, Missouri 63129
(314) 487-0440 fax (314) 487-8944

PROPERTY DESCRIPTION

Project: Malcolm Terrace
Order Number 14-05-167

Date: September 23, 2014
Page 1 of 1
By: VLW

A tract of land being part of Lots 18 and 19 of Block 5 of "Malcolm Terrace", a subdivision according to the plat thereof recorded in Plat Book 4, Page 92 of the St. Louis County, Missouri records, and that part of Mulligan Street (40 feet wide) vacated by Ordinance Number 1940 being adjacent to said Lots 18 and 19, all located in Section 11, Township 45 North, Range 5 East, City of Creve Coeur, St. Louis County, Missouri and being more particularly described as follows:

Beginning at the northeast corner of above said Lot 18; thence South 89°38'00" East, 20.00 feet to a point on the centerline of above said Mulligan Street; thence along said centerline, South 00°22'00" West, 50.22 feet to a point on the north right-of-way line of Elzey Street (40 feet wide), said point being 20 feet perpendicular distance north of the centerline of said Elzey Street; thence leaving said centerline and along said north right-of-way line of Elzey Street, North 89°00'00" West, 65.00 feet; thence leaving said north right-of-way line, North 00°22'00" East, 50.00 feet to a point on the north line of said Lot 18; thence along said north line of Lot 18, South 89°00'00" East, 45.00 feet to the Point of Beginning and contains 3,252 square feet, or 0.075 acres, more or less according to calculations by The Sterling Company during the month of September, 2014 under order number 14-05-167.

Attachment: 3 Transfer exhibits and legals (1149 : Bill No. 5529 - Exchange of Land in Malcolm Terrace Park)



DEPARTMENT OF PUBLIC WORKS OFFICE MEMO

DATE: November 17, 2014

TO: Mark Perkins, City Administrator

CC: Kirsten Barnes, Director of Parks and Recreation

FROM: Jim Heines, Director of Public Works

SUBJECT: Land Swap at Malcolm Terrace Park

Staff has been working with Mr. & Mrs. Lammers, property owners at 11379 Elzey St. located in the Malcolm Terrace Subdivision to acquire several individual lots scattered through the woods in Malcolm Terrace Park. The attached map (Existing Properties) shows the location of their property and the out-lots in the park.

As part of the land swap, Mr. & Mrs. Lammers will transfer title of the lots at 400 Brownlee St., 401 Mulligan St., and a portion the lot at 233 Mulligan St. to the city. In return, the city will transfer title of a portion of 239 Mulligan St. and a portion of 223 Mulligan St. to the Lammers giving them a larger, rectangular property. (See attached maps)

The increase in the size of the lot at 11379 Elzey St. will be significant and will bring this nonconforming lot into compliance with the current zoning however, it will not create the potential for any property owner in the future to subdivide it into two buildable lots (See attached final map). A detailed description of the area of the land transfers is listed below.

Existing Conditions (See Attached Existing Properties Map)

<u>Land Owned by the Lammers</u>	<u>Lot Size</u>	<u>Area</u>
11379 Elzey St.	100'x 125'	12,500 SF
<u>Land Recently Purchased by the Lammers</u>	<u>Lot Size</u>	<u>Area</u>
400 Brownlee St.	25'x 101'	2,525 SF
401 Mulligan St.	50'x 100'	5,000 SF
233 Mulligan St.	50'x 120'	6,000 SF
Total		13,525 SF

*After Proposed Land Swap (See Land Swap Map)

<u>Land owned by the Lammers</u>	<u>Lot Size</u>	<u>Area</u>
11379 Elzey St.	100'x 125'	12,500 SF
Remaining Portion of 233 Mulligan St.	65'x 50'	3,250 SF
Parcel A (Swapped by the City to the Lammers)	65'x 25'	1,625 SF
Parcel B (Swapped by the City to the Lammers)	65'x 50'	3,250 SF
Total		20,650 SF

Land transferred from the Lammers to the City

Parcel C	55'x 50'	2,750 SF
401 Mulligan St. (Parcel D)	100'x 50'	5,000 SF
400 Brownlee St. (Parcel E)	101'x 25'	2,525 SF
Total		10,275 SF

* In total, the Lammers will convey 10,275 SF of Land to the City and the City will convey 4,875 SF of land to the Lammers.

This land transaction was submitted to and approved by P & Z on October 21, 2013. The city and the Lammers have shared the cost for a surveyor to draft the exhibits and place new property pins on site. Both staff and Mr. & Mrs. Lammers are aware that we will be required to submit a request to the Planning Commission to consolidate the parcels into the one lot at 11379 Elzey St. We plan to follow up on this issue after the land transaction is completed.

After the survey stakes were placed on the properties to be conveyed, Mr. Peterson, a neighbor to the Lammers contacted staff to view the attached maps and discuss the land transaction. He was concerned that there are no signs at the dead end of Elzey identifying private property vs public property. Staff then met with the Lammers to follow up on this suggestion. The Lammers stated they do not have a problem with park visitors walking across their newly purchased property to access any of the trails from the end of Elzey and that they would prefer that there are no signs installed along their front/side yard.

Several weeks went by and Mr. Peterson checked back with staff regarding the signs. He is now opposed to the land swap since the signs are not posted. Staff then referred this request to the Parks and Recreation Committee to determine if signs were necessary at their September meeting. The committee discussed this request and referred it to Council to determine if signs should be installed.

These lots are the last remaining lots with in the Malcolm Terrace Park boundaries that are not owned by the city. Given that this project involves the purchase and sale of substantial parcels of land, Public Works staff is requesting the City Council review and approve this land transaction.

Malcolm Terrace Land Swap

2.11.e

Existing Properties



Legend

- City Limit
- Property Lines

- Property owned by the Lammers
- Property recently purchued by the Lammers

0 130 260 520 Feet W



Packet Pg. 252

Attachment: 5 Staff Report - Existing Properties 10-15-13 (1149 : Bill No. 5529 - Exchange of Land in Malcolm Terrace Park)

Malcolm Terrace Land Swap

Land Swap

2.11.f

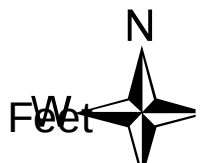


Legend

- City Limit
- Property Lines

- Property owned by the Lammers
- Property owned by the city to be transfered to the Lammers
- Property owned by the Lammers to be transfered to the city

0 75 150 300 Feet



Packet Pg. 253

Malcolm Terrace Land Swap

11379 Elzey St. Final Boundary

2.11.g

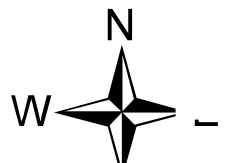


Legend

- City Limit
- Property Lines

— Lammers Proposed New Property Boundary

0 62.5 125 250 Feet



Packet Pg. 254



City Council
300 North New Ballas Rd
Creve-Coeur, MO 63141

Meeting: 11/24/14 07:00 PM
Department: Legislative /City Clerk
Category: Litigation
Prepared By: Debbie Ryan
Department Head: Debbie Ryan

SCHEDULED

ORDINANCE

Resolution No. 1142 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing Adoption and Execution of a Five-Year Agreement with Allied Services, LLC DBA Republic Services of Bridgeton to Provide Trash, Recycle, and Yard Waste Collection Services for Single Family Residential Properties and Condominiums in the City of Creve Coeur Effective July 1, 2015.

A resolution approving a contract with Republic Waste.

Ordinance

Meeting of November 24, 2014

RESOLUTION NO. 1142

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING ADOPTION AND EXECUTION OF A FIVE-YEAR AGREEMENT WITH ALLIED SERVICES, LLC dba REPUBLIC SERVICES OF BRIDGETON TO PROVIDE TRASH, RECYCLE, AND YARD WASTE COLLECTION SERVICES FOR SINGLE FAMILY RESIDENTIAL PROPERTIES AND CONDOMINIUMS IN THE CITY OF CREVE COEUR EFFECTIVE JULY 1, 2015.

WHEREAS, the City Council of the City of Creve Coeur has dedicated funding for trash, recycling, and yard waste collection and hauling services for the residents of Creve Coeur; and

WHEREAS, the City has identified these services to be an important benefit provided to the residents of Creve Coeur; and

WHEREAS, the City has decided to exercise its option under the current agreement with Allied Service, LLC dba Republic Service of Bridgeton to enter into an extended agreement in order to meet the needs of the City;

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

Section 1: The City Administrator shall provide notice to Allied Services, LLC dba Republic Services of Bridgeton that the City has decided to exercise its option under the current agreement to enter into the Optional New Contract effective July 1, 2015.

Section 2: The agreement between Allied Services, LLC dba Republic Services of Bridgeton and the City of Creve Coeur to provide trash, recycle, and yard waste collection and hauling services for the residents of Creve Coeur effective as of July 1, 2015 attached hereto as **Exhibit 1** is hereby approved. The City Administrator is authorized to execute the agreement and the City Clerk is authorized to attest thereto. The agreement as executed shall be in the form attached hereto as **Exhibit 1** subject to final changes consistent with the provisions and intent of this Resolution, and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the agreement.

Section 3: This Resolution shall take effect upon approval.

Adopted this 24th day of November, 2014.

Barry Glantz, Mayor

Attest:

Deborah Ryan, City Clerk

Attachment: Resolution No. 1142 (1155 : Resolution No. 1142 - Adoption & Execution of a 5 Year Agreement with Allied)



CITY OF CREVE COEUR

November 5, 2014

To: Mayor and City Council

Re: Trash Contract and Ordinance

Over the last several months, the City Council has considered whether to accept the Republic Waste proposal for trash and recycling service, as submitted in the Fall of 2013, referred to as the "Optional New Contract". The Optional New Contract, which includes curbside trash service with the option of valet service for an additional fee, will run for a term of five years beginning July 1, 2015, with an option for a five-year extension.

Valet Service Fees

At its September 22 meeting, the City Council reached consensus on a transition plan for valet service fees, whereby the city will subsidize the valet service fee as follows:

Year 1 - \$15 (full subsidy) per month

Year 2 - \$7.50 (one-half subsidy) per month

Year 3 - \$0 (no subsidy) per month

In year 3 and in subsequent contract years, residents will be responsible for the full cost of the \$15 valet service (subject to annual consumer price index increases not exceeding 4%). All residents will receive curbside trash service at no fee.

Toters

Toters for both recycling and trash will be provided to residents for curbside service. Residents opting for valet service will not be provided with a toter due to worker safety, as described in the Republic Waste letter of October 20, 2014.

The smallest toter option will be 48 gallon instead of 35 gallon, due to mechanical problems the hauler has experienced with the 35 gallon toter. There will be no difference in cost resulting from this change.

Natural Gas Vehicles

Due to the city subsidy of valet service, Republic Waste anticipates a high level of valet usage. As a result, Republic has requested additional time to convert their fleet to the automated design powered by



compressed natural gas (CNG). Under the revised terms, Republic is provided two years, or June 30, 2017, to transition to CNG vehicles.

Information Campaign

Following approval of the ordinance and contract, the City will begin an informational campaign, in cooperation with Republic Waste to inform residents of the change in service and advise them of the environmental and economic benefits of curbside trash service. We will engage the newly-created Energy and Environment Committee in this effort.

Approval Timeline

An ordinance revising Chapter 235 of the code of ordinances regarding trash is included for first reading on the November 10 City Council agenda, with final reading and passage scheduled for November 24.

A resolution approving the contract with Republic Waste will be placed on the November 24 agenda.

Notice must be provided by January 1 to Republic Waste if the City desires to accept the proposal for curbside service with the valet option for a July 1, 2015 effective date.

Sincerely,

Mark Perkins

City Administrator

date

Dear _____,

Pursuant to the Second Amendment to Residential Solid Waste Collection Services Agreement dated April 28, 2014, the City of Creve Coeur provides notice that it is exercising its option to adopt the Optional New Contract as a replacement agreement to take effect July 1, 2015. A copy of the agreement is enclosed herewith, together with a copy of our amended ordinance. Please sign the contract and return it to me promptly. If you have any questions or comments about the enclosed documents, please let me know.

Sincerely,

Mark Perkins



October 20, 2014

Mark Perkins, City Administrator
City of Creve Coeur
300 North New Ballas Road
Creve Coeur, MO 63141

Dear Mr. Perkins

I am writing you in response to our meeting on Monday October 6, 2014. Let me begin by saying thank you for the opportunity to discuss a new long term partnership with you and your City. I would like to recap each point we discussed.

New Agreement

The new agreement will begin July 1, 2015 with the City adopting Alternate (1) one of the bids dated October 17, 2013. This will be a two cart service with trash that is priced by cart size and billed to the City. Yard waste service will be optional. The annual program will include a cart and be paid quarterly by the residents. The residents will continue to have the option of the bag & tag program. Another option is valet service. Republic's bid was \$15.00 per month per home and also accommodated permanently disabled residents that qualified for the valet service.

Our discussion included the following changes:

Optional Valet Service

The city would pay for this optional service for residents with the following stipulations:

- Year one - the City would cover the cost 100%
- Year two - the city would cover the cost 50%. Resident billed 50% of cost.
- Year three - the city would not cover any of the cost. Resident billed 100% of cost.

I am concerned that with the City paying for this optional service, the number we anticipated in our bid will be drastically increased, thus making our efficiencies much lower. Having said that, I will accept what the City has suggested with the stipulation that no resident receiving valet service will receive a cart. The resident may continue to use their existing trash containers and receive unlimited volume of service. With this unlimited volume, all valet service will be billed at the 95 gallon price plus the \$15.00 valet service upcharge. Republic is willing to offer the City a discounted rate off the valet service rate of \$15.00 for the first and second year of the contract. We propose a \$.70 per home discount for the first year and \$.35 per home discount during the second year if the City chooses to accept the above offer of NO carts with valet service.

Providing carts for valet service poses several safety risks to our employees. Pulling bags out of carts manually exposes our employees to a higher risk for needle sticks and strains. Carts are designed for curbside service, making the service cleaner, easier and more user-friendly to the residents.

Cart Size's and Cost

Republic bid the following cost per cart size:

- 95 gallon \$13.51
- 65 gallon \$11.51
- 35 gallon \$10.26

As we discussed, the 35 gallon cart has become obsolete because of mechanical issues and will be replaced by a 48 gallon cart at the same price. I have forwarded the cart sizes to Jim Heines. Prior to the residents choosing their container, two things must occur. First, the residents that choose the optional service will be excluded from choosing a cart and second, we will place the three cart sizes at City Hall and at the Golf Course for residents to view when making their cart choice.

CNG Natural Gas Vehicles

Republic's bid called for CNG (Natural Gas) vehicles to service the city. With the changes to the optional service and the likely hood of a much higher request for the optional service, Republic is asking the City to be lenient in having a complete fleet of CNG in the City. We will need to determine service levels prior to ordering the current style trucks.

Temporary and Permanently Disabled (Valet Service)

Republic will agree to work with the City to implement this program to accommodate both temporary and permanently disabled residents.

Yardwaste Bags and Tags

The City will purchase yardwaste bags & tags from Republic Services and in turn, will resell the bags & tags to the residents. The City will receive an invoice as bags & tags are delivered and payment is due to Republic as stated on the invoice.

I thank you again for the opportunity to meet with you and discuss our future partnership. I look forward to hearing from you soon. If you have any questions regarding this letter, please feel free to call or email me.

Sincerely,



Casey Powers
General Manager
Republic Services of St. Louis
cpowers@republicservices.com
(314) 744-8155

Cost Comparison of Trash Contract Options

July 1, 2014 Contract Extension

<u>Term</u>	<u>Increases over 3 yrs.</u>	<u>FY 2015 Cost</u>	<u>FY 2016 Cost</u>	<u>FY 2017 Cost</u>	<u>FY 2018 Cost</u>	<u>FY 2019 Cost</u>
Year by Year	3%, 3%, 3%	\$ 1,353,124	\$ 1,393,717	\$ 1,435,529	Contract Expires 6/30/17	Contract Expires 6/30/17

Republic Services - "Optional New Contract" (Curside Service, Valet Upcharge)

<u>Term</u>	<u>Annual Increase</u>	<u>FY 2016 Cost</u>	<u>FY 2017 Cost*</u>	<u>FY 2018 Cost*</u>	<u>FY 2019 Cost*</u>	<u>FY 2020 Cost*</u>
5-Yr. w/5 Yr. ext.	CPI Trans. w/4% cap	\$ 782,436	\$ 813,733	\$ 846,283	\$ 880,134	\$ 915,339

City Cost to Subsidize Valet Trash Service for FY 2016 (Based on 50% valet participation)

**SECOND AMENDMENT TO RESIDENTIAL SOLID WASTE COLLECTION
SERVICES AGREEMENT**

SECOND AMENDMENT made on the 28 day of April, 2014, by and between the City of Creve Coeur (hereinafter "City"), and Allied Services LLC dba Republic Services of Bridgeton (hereinafter "Republic").

WHEREAS, the term of the current residential solid waste collection services agreement between the City and Republic, as previously amended, expires June 30, 2014 (hereinafter the "Current Contract"); and

WHEREAS, the City has an extension option under the Current Contract; and

WHEREAS, after a public bidding process in 2013, the City's Horticultural, Environmental, and Beautification Committee and City Staff recommended selection of Republic to continue to provide such services beyond the current expiration date of the Current Contract pursuant to the terms and conditions of the Residential Solid Waste, Yard Waste, and Recyclable Waste Collection, Removal, and Disposal Bid Specifications for 2014-2019 and Republic's Alternate Proposal #1 (hereinafter the "Optional New Contract"), attached hereto as **Exhibit 1**; and

WHEREAS, the City Council has determined that it requires additional time to determine the best means of meeting the residents' needs and expectations; and

WHEREAS, due to the passage of time, it is no longer possible for Republic to implement the changes described in the Optional New Contract as of the expiration date of the Current Contract; and

WHEREAS, the City and Republic have reached agreement on an extension of the Current Contract that incorporates the option of adopting the Optional New Contract and related

options available to the City; and

WHEREAS, the City and Republic have agreed that such extension is mutually beneficial;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. The Current Contract between the parties, as hereby amended, shall be extended as of July 1, 2014 for one year, ending June 30, 2015. The City shall have the option to extend the Current Contract for an additional year, to June 30, 2016, on these same terms and conditions, and an additional option to extend the Current Contract for an additional year, to June 30, 2017, on these same terms and conditions. Should the City elect to exercise its option(s) under this section, it shall give written notice thereof to Republic no later than May 1 immediately prior to the impending expiration date.

2. Contract fees under the Current Contract, as extended, shall not be increased pursuant to any adjustment included therein, but rather shall only be subject to increase as follows: (a) in connection with the extension to June 30, 2015, by the percentage increase, if any, in the cost of living between June 2013 and June 2014, as determined by the St. Louis Consumer Price Index for All Urban Consumers, published by the Bureau of Labor Statistics of the U.S. Department of Labor; (b) a similar increase in connection with an extension to June 30, 2016, based on the percentage increase, if any, from June 2014 to June 2015; (c) a similar increase in connection with an extension to June 30, 2017, based on the percentage increase, if any, from June 2015 to June 2016; (d) provided, however that no such annual increase shall exceed 3%.

3. Notwithstanding the foregoing, the City shall have the additional option to adopt as a replacement agreement, the Optional New Contract, to take effect as of either July 1, 2015 or July 1, 2016. The City shall provide notice to Republic that it is exercising this additional option no later than January 1 immediately preceding the intended effective date of such new contract. Such new contract shall be dated and commence as of its effective date, shall be for a five-year term with an option for the City to extend for an additional five years, and all dates and prices in Exhibit 1 shall be adjusted accordingly, using price adjustments described therein. The parties agree that the price for optional second weekly curbside service shall be corrected to be \$15.00 per month in 2014 dollars.

4. The City also shall have the right, during any or all of the fiscal years (i.e. July to June) in the term of the Optional New Contract, to pay the once-per-week rear yard collection fee for all residents opting for such upgrade service (other than disabled residents qualifying for no charge service under the contract). The City shall provide Republic with at least 90 days advance notice of intent to make such payments and/or to discontinue making such payments. During any such period that the City makes such payments, the parties shall use a coordinated process for residents to order and discontinue such optional service. Republic shall bill the City directly. Other “a la carte” items (i.e. second weekly curbside or rear yard pickup, white goods, unlimited yard waste) shall remain payable by residents directly to Republic.

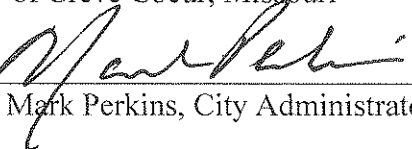
5. Either party shall have the right to audit applicable records at reasonable times at its cost and if a discrepancy is discovered within a year of provision of the related service appropriate financial adjustments shall be made.

6. Except as expressly modified by this Second Amendment, the Current Contract shall remain in full force and effect.

7. The parties and individual signatories hereby warrant and represent they have the authority to enter into this Second Amendment.

8. This Second Amendment may be executed in counterparts, to be effective on the date that the last signature herein below required is affixed.

City of Creve Coeur, Missouri

By: 

Mark Perkins, City Administrator

ATTEST:



Deborah Ryan, City Clerk

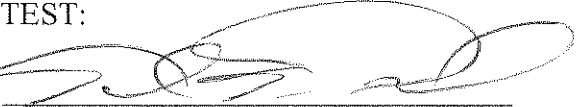
Allied Services LLC dba
Republic Services of Bridgeton

By: 

Name: Casey F Powers

Title: General Manager

ATTEST:

By: 

Name: Thomas F Real

Title: Secretary Division Controller

24. The City-Contractor Agreement shall be substantially in the form attached hereto, adjusted to match to the accepted bid. Non-material changes may be discussed with the successful bidder, but absent mutual agreement the form shall be used.

ALTERNATE BID#1 PROPOSAL FORM

REIDENTIAL SOLID WASTE, YARD WASTE, AND RECYCLING WASTE COLLECTION, REMOVAL, AND DISPOSAL FOR 2014-2019 CITY OF CREVE COEUR, MISSOURI

The undersigned hereby submits the following bid to furnish the City of Creve Coeur with solid waste, recyclables, dumpster collection and yard waste collection, removal and disposal. The actual cost increase for future years will depend on the previous year's CPI - Transportation, with a 4% cap as stated in the contract documents.

Alternate 1

Item 1 – Solid Waste & Recycle	<u>Monthly Cost</u>	<u>Annual Cost</u>
Single family including single unit condos, 95gl	\$13.51	\$162.12
Pick-up solid waste and recycle once per week		
(Curbside pick-up paid for by the City, 65gl	\$11.51	\$138.12
Approximately 5,520 Units)		
	35gl	\$10.26
		\$123.12
Option; 2X Curbside pick-up, Resident may		
Pay Contractor directly for twice a week		
Curbside pickup. (Upgrade price for second		
Weekly curbside pickup).	<u>\$30.00</u>	<u>\$360</u>
Option; Single family including unit condo's		
Pick-up solid waste once per week. Resident		
May pay contractor directly for rear yard		
Pick-up. Maximum charge per resident per		
Month is fifteen dollars(\$15.00), however the		
Bidder may propose a lower fee. Upgrade		
Price for once a week rear yard service	<u>\$15.00</u>	<u>\$180</u>
Option: 2X Rear yard pick-up. Resident		
May pay contractor directly for rear yard		
Pick-up. Maximum charge per resident per		
Month is fifteen dollars(\$15.00), however the		
Bidder may propose a lower fee. Upgrade		
Price for once a week rear yard service	<u>\$15.00</u>	<u>\$360</u>
(This fee will be fifteen dollars added to the		
Fifteen dollars for the optional 1X rear yard)		

City of Creve Coeur, Missouri

Residential Solid Waste Collection

Alternate 1

Item II – Miscellaneous

Monthly Cost~~White Goods – metal Appliances Resident schedules~~

~~pickup with Contractor and pays Contractor Directly
for the service. (\$25 Max per item)~~

\$25.00 Per Item~~Bulky Goods – Furniture/Large Items, Resident schedules~~

~~Pick-up with Contractor~~

~~Two item Limit per pick up. ~~Pickup on regular trash day.~~~~

No Charge

Yard Waste –

Cost for Yard Waste Tags (Each)

\$3.00

Cost for Yard Waste Bags (Each)

\$5.00

Annual Unlimited yard Waste Service 1X per week
Curbside service includes a 95 gallon toter with Wheels
Lid and handle. (Service paid for by the resident).
(priced per month billed quarterly)

\$12.00 per month

Disabled with a letter from the State of Missouri stating they are permanently disabled and being Head of the household with no more than two occupants, Will qualify for rear yard service at No Charge to the resident.

Item III – Recycle Rewards

- a. The city will receive a 50% share of the recycle commodity of the average annual market value for commingled recycle material per ton or \$10 per ton, whichever is the greater of the two.

OR

- b. Republic Services at the end of each calendar year will donate \$5,000 to the City recycle committee for them to choose how to utilize the funds.

Item IV – Sustainable Practices and Procedures;

Republic Services will utilize CNG (Natural Fuel Vehicles) in the City of Creve Coeur for the term of the contract.

***** All Toters (Containers) will be owned, warrantied and maintained by Republic Services. They will be purchased through Republics national agreement with Otto Environmental.

Item V

Condo Dumpster Solid waste and Recycle Pick-up

Pricing will be based on the numbers supplied to this section on page BF-4, Item VI Only.

Item I; Explanation; The resident will choose the container size according to need, the city will be billed according to number of residents choosing what size container. Residents may only change the size of container before the new billing period of each contracted calendar year.

Republic Services is submitting a proposal in response to the Creve Coeur RFP for Residential Solid Waste, Yard Waste and Recyclable Waste Collection, Removal and Disposal. Section 2(g) of the Specifications reads as follows:

(g) Collection vehicles shall be equipped with RFID readers and scales on hydraulic lift arms. Toters that are supplied by the hauler for solid waste and recycling shall have RFID tags embedded into the plastic container.

The successful hauler will provide weekly collection weight reports to the city for solid waste and recycle collection in electronic form. The data collected by the RFID system shall be delivered to the city in Excel or Access program format. Data form shall include:

- **Date**
- **Tag Number**
- **Type of Collection**
- **Address**
- **Toter Size**
- **Weight of Collected Material**

Republic Services must take exception to this Section 2(g) as it is unable to comply with Section 2(g) at this time. Republic Services has used and tested RFID systems and has concerns with the reliability of the RFID systems currently available, specifically with the reader software and scanners. Additionally, the use of scales has not been integrated into any RFID systems which Republic has used or is testing.

If awarded the bid, Republic Services will revisit the provisions of this Section 2(g) during the term of the agreement with the City if Republic Services determines that the RFID process has been perfected to its satisfaction.


(Signature)

Casey Powers / General Manager
Printed Name ? Title

Republic Services / Allied Waste LLC
Company

(636) 947-5959
Telephone #

12976 St Charles Rock Road
Address

(314) 739-4911
Fax

Bridgeton, MO 63044
City, State and Zip Code

October 17, 2013
Date

City of Creve Coeur, Missouri

Residential Solid Waste Collection

(Amount contractor pays for solid waste
dump fee per ton).\$ N/A(Annual 2013 average revenue per ton for
comingled recycling materials)\$ 11.00

Item V – Sustainable Practices and Procedures

1. Does your fleet burn CNG as a fuel source?

YES

2. Does you landfill capture and reuse methane gas?

YES

(See Appendix D for Environmental Efficiency Policy Requirements)

Bidder may include additional material in bid explaining how they address any of the energy conscious efforts and environmentally friendly practices executed by their company which are identified in Appendix D.

Item VI - CONDO DUMPSTER SOLID WASTE AND RECYCLE PICKUP

<u>Current Use</u>		<u>Monthly Unit Cost</u>	<u>Annual Cost</u>
Single Pickup per week			
1 CY Once A Week	0 Units	\$ <u> </u>	\$ <u> </u>
2 CY Once A Week	44 Units	\$ <u>1,254.00</u>	\$ <u>15,048.00</u>
3 CY Once A Week	4 Units	\$ <u>140.00</u>	\$ <u>1,680.00</u>
4 CY Once A Week	5 Units	\$ <u>195.00</u>	\$ <u>2,340.00</u>
6 CY Once A Week	0 Units	\$ <u> </u>	\$ <u> </u>
Optional: Additional Pick-up Per Week	1 CY Additional Pick-up	0 Units	\$ <u> </u>
	2 CY Additional Pick-up	8 Units	\$ <u>200.00</u>
	3 CY Additional Pick-up	1 Unit	\$ <u>25.00</u>
	4 CY Additional Pick-up	0 Units	\$ <u> </u>
	6 CY Additional Pick-up	0 Units	\$ <u> </u>

PUBLIC WORKS LOGO AND CONTACT INFO

**APPLICATION FOR FREE REAR YARD TRASH AND RECYCLING PICKUP
BASED UPON DISABILITY
(submit completed form to Department of Public Works)**

(Name of all residents) _____

On behalf of the above-named residents, I hereby apply for once-per-week "rear yard" collection of trash and recyclables as currently provided in the City, free of charge, at my residence at:

(Address) _____.

(Telephone) _____.

(Email, if available) _____.

I verify that I am physically unable to make use of curbside pickup and that there is no one residing or otherwise present at my residence that is capable of transporting my refuse to the curb for collection. I currently expect these circumstances to continue (until _____/indefinitely)(circle applicable description of duration). I confirm that I have reviewed and will comply with City ordinances regarding such "rear yard" services, including Section 235.050. I confirm that I understand that if circumstances change and either I am or someone else at my residence is able to use curbside pickup, I am obligated to notify the Creve Coeur Department of Public Works and either cease using "rear yard" pickup service or pay the applicable charges for this service. I confirm that I understand that submittal of a false application and/or failure to provide notice of a change in circumstances as stated herein shall constitute an ordinance violation and an offense subject to penalties as provided in Sections 100.090-100.110 of the City Code of Ordinances.

Signed _____

Date _____



DEPARTMENT OF PUBLIC WORKS OFFICE MEMO

DATE: September 16, 2014

TO: Mayor and City Council

FROM: Mark Perkins, City Administrator
Jim Heines, Director of Public Works

SUBJECT: Trash Contract

City Council has discussed the current trash collection service contract with Republic Waste as well as the benefits of the curbside collection proposal submitted by Republic Waste during the October 2013 bid process at the last several Council meetings. The discussions involved the benefits of the proposed bid and how we could transition from the current valet (rear yard) service to the proposed curbside service. The next opportunity to implement this service change is July 1, 2015, provided that notice is given to Republic by January 1.

Republic Waste Contract Details

As you know, the city currently pays for trash and recycle services which includes rear yard/valet service for trash collection and curbside service with a 65-gallon toter for recycle collection as the base service level. All other services such as yard waste, bulky pickup and white goods are provided by Republic for an extra charge paid for by the resident. The contract for these services is an extension of the previous contract approved in 2007.

As part of the extension contract, Republic Waste agreed to honor their bid proposal from the October 2013 Curbside Trash Services Bid (attached Bid Alternate #1). However, in the event that several years may pass before the bid proposal is awarded, Republic Waste requested the annual increases referenced in the bid document (Annual CPI-Transportation with a 4% cap) to be applied to the costs referenced in their bid.

The service level included in the curbside proposal (Bid Alternate #1) from Republic Services, as submitted in October 2013, includes:

- Curbside trash collection (paid for by the city)
- Curbside recycle service (paid for by the city)
- Diversion Rewards to the city (\$10 per ton for recycled material)
- Bulky pickup (price included in base service paid for by city) limited to two items per pickup
- Valet service for trash (\$15 upcharge per month, subject to annual increases of up to 4%), except for residents with disabilities who will continue to receive valet service at no fee
- White goods (\$25 per item paid for by resident, subject to annual increases of up to 4%)

- Unlimited Yard Waste with 95 gal toter (\$12 per month paid for by resident, subject to annual increases of up to 4%).

Toter Size and Valet Service Requests

If the City selects the curbside proposal, residents will be able to choose from three sizes of toters for both trash and recycling (95 gal., 65 gal., 35 gal.). In addition, the city will be billed on the basis of selected trash toter size:

<u>Trash Toter Size</u>	<u>FY 2016 Monthly Cost to City*</u>	<u>FY 2016 Annual Cost to City*</u>
35 Gallon Toter	\$10.67	\$128.04
65 Gallon Toter	\$11.97	\$143.64
95 Gallon Toter	\$14.05	\$168.60

- Includes a projected increase of 4%; the contract allows for an increase equal to the CPI Transportation rate, not to exceed 4%.

Transition to Curbside Service with Valet Option

If the City Council selects to transition to curbside trash service with the valet option, the City will begin an educational process informing residents of the environmental and economic benefits of going to curbside trash service.

City staff has been in contact with Republic regarding the prospect of the city subsidizing a portion or all of the valet upcharge. Republic representatives have indicated that they will not object to this arrangement. However, Republic has indicated that a full city subsidy of the valet upcharge may slow the implementation of Compressed Natural Gas powered automated equipment as the lower rate of curbside subscription will make the capital investment less advantageous.

The City plans to directly solicit and receive residents' requests for valet service and toter sizes. This will allow staff to provide better accounting of both toter size charges and valet upgrades. As previously discussed, for those residents who do not respond, *the default service will be curbside trash service and 65 gallon recycling and trash toters.*

City Subsidy of Valet Fee

The City Council has discussed a gradual increase in the valet fee, whereby the city would subsidize a portion, such as \$5, \$7.50 or \$10 of the \$15 monthly fee. The Council has also discussed subsidizing the \$15 fee entirely. It should be noted that the City's 2013 bid specifications required all haulers to cap their proposed valet fee at \$15, and the City's previous bid process resulted in a \$28 proposed fee (2007). Therefore, the city is likely already subsidizing the valet fee at the \$15 level through higher curbside costs.

The attached spreadsheet provides cost estimates at various subsidy levels. These fees will increase by as much as 4% each year pursuant to the Consumer Price Index, beginning July 1, 2015.

If the City Council decides to subsidize the valet fee, City staff encourages the Council to subsidize the service at a level *less than* 100%. By requiring users to pay at least a minimal cost, (even \$5 per month), users will be incentivized to make a careful decision about whether they need or want valet service. Absent a cost-sharing approach, the city will be sending mixed messages to its citizens about the choices it is encouraging them to make, and public education efforts will be more difficult.

In lieu of accepting the new curbside contract and subsidizing the valet upgrade at 100%, the city could also simply extend the current contract another year while concurrently launching the educational campaign. Then, in 2016, the change to curbside as the baseline service could be made with a partial or no city subsidy for valet service.

The most recent citizen survey indicates that about 50% of residents are currently using valet service, and cost projections have been based on this figure. If subscriptions for valet service exceed the projected level and the city is fully subsidizing the fee, the city's overall cost could be higher than the present contract.

If the city chooses to subsidize a portion or all of the valet upcharge, an amendment to the City's contract with Republic will be prepared for Council approval and execution by both parties.

Attachments: Trash Cost Comparison with City Valet Subsidy Spreadsheet
Executed Contract Extension & Republic Services Bid Alternate #1



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 Allied Services, LLC dba Republic Services of Bridgeton, a Delaware limited liability company with offices at 12976 St. Charles Rock Road, Bridgeton, Missouri 63044 (hereinafter called the "Contractor"). The subject matter is identified as Residential Solid Waste, Yard Waste and Recyclable Waste Collection, Removal and Disposal, Project No. PW-2014-2019 (Optional New Contract 2015-2020).

WITNESSETH:

The Contractor and the City for the consideration set forth herein agree as follows:

ARTICLE I

The Contract Documents

The Contract Documents consist of the Bid Specification Manual, Contractor's amended Alternate Bid #1 attached hereto, Non-Collusion Affidavit, Performance Bond, Specifications, Special Provisions, all Addenda, Bid Form, and all Modifications issued after execution of this Contract, which 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 Specifications are applicable to this Agreement. Additionally, the following

provision shall apply regarding service to physically disabled residents, superseding the provisions of the specifications and bid:

Those residents physically unable to make use of curbside pickup will receive once-per-week rear yard collection of trash and recyclables, free of charge, for the duration of such disability. Residents seeking such free service shall submit application in the required form developed by the Department of Public Works including verification by the resident that there is no one residing or otherwise present at their residence that is capable of transporting their refuse to the curb for collection, and obtain approval of the Director of Public Works or their designee. Residents receiving such free service shall notify the Department of Public Works and cease using such free service if they subsequently become able to use curbside pickup. Submittal of false application and/or failure to provide notice as required herein shall constitute an ordinance violation and offense subject to penalties as provided in Sections 100.090-100.110 of the City Code of Ordinances.

ARTICLE II

Scope of Work

The Contractor, acting as an independent contractor, shall do everything required by the Contract Documents. Contractor represents and warrants that it has special skills which qualify it to perform the Work in accordance with the Contract Documents and that it is free to perform all such Work and is not a party to any other agreement, written or oral, the performance of which would prevent or interfere with the performance, in whole or in part, of the Work.

ARTICLE III

Time of Completion

The period of the Agreement shall commence on July 1, 2015, and terminate on June 30, 2020. The City shall have the option to extend the Agreement for an additional five (5) years, commencing on July 1, 2020. Should the City elect to exercise this option, it shall give written notice of the exercise of such option to the Contractor not later than May 1, 2020. The contract price during this extension period shall be at the same schedule of rates as the previous year (2019-2020), increased by the percentage increase, if any, in the cost of living between the month of June, 2019 and the month of June, 2020, as determined by the St. Louis Consumer Price Index for Transportation, published by the Bureau of Labor Statistics of the U.S. Department of Labor. A similar process will take place for the following years. No annual increase shall exceed 4%.

ARTICLE IV

The Contract Sum and Payments

In consideration of the full and complete performance of this Agreement by the Contractor and of all the work and service herein contemplated, in conformity with the terms, Specifications and covenants herein contained, the City agrees to pay to the Contractor as follows as full compensation for said work and services as follows:

The City will pay the charges for once per week curbside pickup of solid waste and recycling as provided in the contract documents. Contractor shall supply containers as directed by the City.

Additionally, for services during the period July 1, 2015 to June 30, 2016, the City will pay 100% of the charges for optional once per week rear yard pickup of solid waste as

provided in the contract documents for those residents who select such optional service and do not qualify for free service due to disability as provided herein, at a discounted rate of \$14.30 per month.

Additionally, for services during the period July 1, 2016 to June 30, 2017, the City will pay a portion of the charges for optional once per week rear yard pickup of solid waste as provided in the contract documents for those residents who select such optional service and do not qualify for free service due to disability as provided herein. During such time period, the City shall pay \$7.15 per month and the resident shall pay \$7.50 per month.

Other “a la carte” items (i.e. “rear yard” pickup, second weekly curbside pickup, white goods, unlimited yard waste) shall remain payable by residents directly to Contractor.

“A la carte” fees shall not apply to a lot or dwelling for any month during which it is unoccupied for the full duration of the particular month. Contractor shall establish procedures for property owners to submit the appropriate advance notice to establish that such monthly fees do not apply during specific months due to the property being unoccupied.

The following containers shall be used by householders :For curbside pickup of solid waste and recyclables, containers obtained from Contractor; For optional “rear yard” pickup, standard trash containers as per City and County ordinances; For yard waste, biodegradable paper bags obtained from Contractor through the

City or bearing tags obtained from Contractor through the City, or containers obtained from Contractor. The initial containers selected by the householder, whether at the commencement of services under this agreement or as a subsequent new occupant of a residence, shall be provided at no charge.

Replacement containers such as to change size or due to householder damage shall be provided at a cost of \$15.00 to the householder. Householders may only change container sizes during the month of June each year. Contractor shall display sample containers at the City Government Center and at the City's Dielmann Recreation Center for as long as requested by the City.

All prices indicated in the contract documents are stated in 2014 dollars and shall be subject to increase as of the effective date by the percentage increase, if any, in the cost of living between the month of June, 2014 and the month of June, 2015, as determined by the St. Louis Consumer Price Index for Transportation, published by the Bureau of Labor Statistics of the U.S. Department of Labor, provided such increases shall not exceed 4%.

In recognition of inflationary costs, bid costs for the 2nd, 3rd, 4th, and 5th contract year will be increased per the change in St. Louis Consumer Price Index for Transportation, published by the Bureau of Labor Statistics of the U.S. Department of Labor from June

to June (i.e. June 2015 to June 2016 for the 2d year) with a 4% cap on any yearly increase. Contract fees shall be paid monthly.

Contractor shall share profits with the City for increasing recycling by means of the Solid Waste Diversion Rewards program. Annual payments shall be made at the end of each contract year (June 30) based upon 50% of the average annual market value for commingled recycle material per ton or \$10.00 per ton, whichever is greater, as described in the bid documents.

During the period that the City is to make payments for optional rear yard service, the parties shall use a coordinated process for residents to order and discontinue such optional service. Thereafter, Contractor shall handle such matters.

Either party shall have the right to audit applicable records of the other party at reasonable times at its cost and if a discrepancy is discovered within a year of provision of the related service appropriate financial adjustments shall be made.

ARTICLE V

Performance of the Work

The Contractor shall forfeit the following sums to the City as liquidated damages for failure to perform the stated services for each and every day that it fails to comply with the provisions of the Contract Documents:

- (a) Contractor shall forfeit the sum of twenty-five dollars (\$25) as liquidated damages to the City, for each home missed on any collection day and an additional twenty-five dollars (\$25) as liquidated damages to the City, for each missed home not timely abated; and

(b) Contractor shall forfeit the sum of one hundred dollars (\$100) per miss as liquidated damages to the City, for each repeat home missed on any collection day two or more times in a four week period; and

(c) Contractor shall forfeit the sum of one thousand dollars (\$1,000) as liquidated damages to the City, for each and every instance that the Contractor fails to complete the collection of waste from more than 20 homes on the scheduled day as required under the provisions of the contract documents: and

(d) The additional sum of two thousand five hundred dollars (\$2,500) if the Contractor shall fail to complete required collections of waste from more than 20 homes as required hereunder on the scheduled day more than two (2) times in any eight (8) week period.

(e) For any other failure to comply with the provisions of the contract, the Contractor shall pay as liquidated damages the sum of Five Hundred Dollars (\$500.00) per day.

These damages shall be deducted by the City from any sums of money that may be due or shall become due to the Contractor under this contract. Snow or ice on public roads shall not be considered an act of God, provided the road is useable by the Contractor in the determination of the Director of Public Works.

The Director of Public Works shall be obligated to advise the Contractor in writing of the City's intention to impose such forfeiture and the reasons therefore. The Contractor shall have the right to a meeting with City Administrator prior to final imposition of liquidated damages hereunder and may request a meeting within five (5) business days of receipt of notice.

ARTICLE VI

Changes in the Work

Contractor shall not assign or sublet any part of the work embraced herein without the express prior written permission of the City. 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. Construction or demolition of homes during a year shall not constitute a change in terms of charges to the City, but there shall be an annual determination of the number of residential units for billing purposes. All 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 Contract Documents. 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 Contract Documents.

ARTICLE VII

Termination by City or Contractor

(a) Except for charges expressly required to be billed to residents under the Contract Documents, solicitation, acceptance, or demand for compensation of any kind whatsoever on the part of the Contractor or its employees from owners, tenants, or occupants of any household for whom collection is rendered under the terms of the Contract Documents is prohibited and shall in the discretion of the City, constitute grounds for termination of this Agreement.

(b) If the Contractor is adjudged as 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 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, terminate the Contract.

(c) This contract may be terminated by the City, in its sole discretion, by giving thirty (30) days prior written notice to the Contractor if the City, in its sole discretion, decides to discontinue or suspend the work.

ARTICLE VIII

Contractor's Liability Insurance

The Contractor shall purchase and maintain in full force and effect the following insurance coverage with an insurance carrier (or carriers) acceptable to the City and will indemnify, save and hold the City and its elected officials, officers, employees and agents (the "Indemnified Persons") harmless and defend them from any suit, action, claim or demand of any type or nature whatsoever growing out on the collection and disposal of solid waste, recyclables and yard waste by the Contractor (including by any subcontractor):

The policy(ies) shall be endorsed to cover the contractual liability of the Contractor under the Contract Documents.

The Contractor and its approved 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 \$5,000,000.

(b) Comprehensive General Liability and Bodily Injury

Including Death: \$5,000,000 each person

\$5,000,000 each occurrence

Property Damage: \$5,000,000 each occurrence

\$5,000,000 aggregate

(c) Comprehensive Automobile Liability, Bodily Injury

Including Death: \$5,000,000 each person

\$5,000,000 each occurrence

Property Damage: \$5,000,000 each accident

(d) Owner's Protective Bodily Injury

Including Death: \$5,000,000 each person

Property Damage: \$5,000,000 each occurrence

\$5,000,000 aggregate

The Owner's Protective policy shall name the City as an 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, its elected officials, officers, employees and agents are additional primary insureds."** Such insurance policy or policies and all endorsements shall be filed with the City together with the certificate of the insurer that the policy or policies are in full force and effect and will not be altered, amended, or terminated without thirty (30) days prior written notice having been given to the City.

If any circumstance shall arise in which any of the Indemnified Persons are entitled to indemnity or defense from Contractor pursuant to this Agreement, the affected Indemnified Person(s) shall notify Contractor in writing, and it shall immediately assume the defense thereof, including the employment of counsel. The Indemnified Person(s) shall have the right to employ separate counsel in any such action and participate in the defense thereof, and the fees and expenses of such counsel shall be at their own expense.

ARTICLE X

Equal Opportunity and Non-Discrimination

The Contractor, with regard to the work performed by it after award and prior to completion of the Contract work, will not discriminate on the basis of race, color, religion, sex, national origin or disability in the selection and retention of subcontractors. The Contractor will comply with Title VI of the Civil Rights Act of 1964, as the same has been or may be amended from time to time. In all solicitation either by competitive bidding or negotiations made by the contractor for

work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified of the Contractor's obligations under this contract and the regulations relative to nondiscrimination on the ground of race, color religion, sex, national origin or disability.

The Contractor will take action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin or disability. Such action shall include, but not be limited to the employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor agrees to post notices pertaining to the foregoing in conspicuous places available to employees and applicants for employment.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or disability.

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 the foregoing paragraphs (a) or (b) 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.

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. Additionally, but not in limitation of the foregoing, no

elected official or other official of Creve Coeur having any power of review or approval of any of the undertakings contemplated by this Agreement, shall knowingly participate in any decision(s) relating thereto which affect his or her personal interests or those of his/her immediate family, or those of any corporation or partnership in which he or she or a member of his/her immediate family is directly or indirectly interested.

For the purposes of this section "immediate family" includes: husband, wife, son, daughter, father, mother, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, uncle, aunt, nephew, niece, stepparent and stepchild.

For purposes of this section, a person shall be deemed to have an interest in a corporation or partnership if he or she, or any member of his/her immediate family shall own, whether singularly or collectively, directly or indirectly, ten percent (10%) more of any corporation or partnership, or shall own an interest having a value of ten thousand dollars (\$10,000) or more therein, or an individual or a member of his/her immediate family shall receive, whether singularly or collectively, directly or indirectly, of a salary, gratuity, or other compensation or remuneration of five thousand dollars (\$5,000) or, per year therefrom.

In the event that any or all of the foregoing provision(s) shall conflict with federal, state or other local laws, ordinances or regulations, then the requirements of such federal, state or local laws, ordinances, or regulations shall prevail. Compliance with the foregoing provisions shall not relieve parties contracting with the City of Creve Coeur from adherence to any and all additional requirements regarding conflicts of interest set forth in such federal, state or other local laws, ordinances or regulations.

ARTICLE XII

The Work

Contractor shall furnish sufficient competent labor therefore and shall make collections of solid waste, recyclables, and yard waste combined from all residential premises in the City of Creve Coeur, including condominiums but excluding apartments, and from all solid waste

containers maintained by the City from all City of Creve Coeur facilities requiring service as described in the Specifications and will not permit any nuisance to be created.

ARTICLE XIII

Arbitration

The parties agree to submit any and all disputes arising hereunder to mediation, and if mediation is unsuccessful then to arbitration by a single arbitrator, in accordance with the rules of the USA&M. The arbitrator shall apply the substantive law of Missouri. The arbitration proceeding shall take place in St. Louis County, Missouri. There shall be no substantive motions or discovery, except the arbitrator shall authorize such discovery as may be necessary to insure a fair private hearing, which shall be held and completed within 180 days of the demand for arbitration. The prevailing party may be awarded its reasonable attorney's fees and all reasonable expenses and costs, in addition to all other available remedies. Judicial review of the arbitrator's award may be sought in the Circuit Court of St. Louis County, Missouri, but only upon the grounds of fraud, corruption, misconduct, or erroneous conclusions of law. The decision of the arbitrator shall be enforceable in any court of competent jurisdiction.

[signature page follows]

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

CITY OF CREVE COEUR

By _____

Name: _____

Title: _____

Attest: _____
City Clerk

DATE: _____

Allied Services, LLC

By _____
"Contractor"

Name: _____

Title: _____

Attest: _____

DATE: _____



City Council
300 North New Ballas Rd
Creve-Coeur, MO 63141

Meeting: 11/24/14 07:00 PM
Department: City Council
Category: Agreement
Prepared By: Andrea Muskopf
Department Head: Andrea Muskopf

SCHEDULED

RESOLUTION

Resolution No. 1143 - Approval of Distribution of Domestic Violence Funds for the Year 2015.

The resolution would approve distribution of Municipal Court fees assessed by the City on ordinance violations for the purpose of providing operating expenses for shelters for domestic violence victims.

Resolution

Meeting of November 24, 2014

RESOLUTION NO. 1143**APPROVAL OF DISTRIBUTION OF
DOMESTIC VIOLENCE FUNDS FOR THE YEAR 2015**

WHEREAS, Ordinance _____, passed in November, 2014, authorizes the Municipal Court to assess a fee of \$3 to each defendant who pleads guilty or is found guilty, on all ordinance violations for the purpose of providing operating expenses for shelters for battered persons, and

WHEREAS, the city issued a press release and mailed a copy to past recipients of funds soliciting applications for funding for the year 2015, and

WHEREAS, the city received applications from seven qualified agencies as follows: Alive, Inc., Saint Louis Crisis Nursery, International Crisis Aid – Safe Home, Lydia's House, The Women's Safe House, The Salvation Army Midland Division Family Haven, Shalom House.

WHEREAS, it is the recommendation of the City Administrator, that the allocation of funds for the year 2015 be equally distributed to the seven applicants.

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

1. Domestic violence funds shall be distributed equally to the seven agencies applying for funding.
2. This Resolution shall take effect from and after its adoption and execution.

Adopted this 24th day of November, 2014.

Barry Glantz, Mayor

ATTEST:

Deborah Ryan, City Clerk



CITY OF CREVE COEUR

Memo

To: Mark Perkins, City Administrator
From: Sharon Stott, Assistant to the City Administrator
Date: November 24, 2014
Re: Domestic Violence Shelter Court Fund Applications for 2015

The Missouri Legislature recently increased the maximum amount of court costs that can be collected to support domestic violence shelters from \$2 to \$4 per municipal court case for each defendant who pleads guilty or is found guilty, on all criminal ordinance violations and all moving traffic violations for the purpose of providing operating expenses for shelters for battered person. At this writing, the City currently collects a fee of \$2 (Ordinance 2044) and Council is presently considering increasing the fee to \$3.

Each September the City accepts applications for the Domestic Violence Shelter Court Fund allocation for the next year. A press release was distributed August 20, 2014 to local media announcing the program and to the current and past recipients advising of the program.

Applications were received from eight (8) area providers of shelter services for consideration of funding from the Domestic Violence Shelter Court Fund. Seven of the eight organizations have been funded by the City in the past. The City equally funded applicants in 2014, consistent with past funding allocation decisions.

Seven of the eight agencies that applied have provided evidence of non-profit status, a listing of the directors and trustees, a budget for 2015, a summary of services and an estimate of the individuals served. One applicant, the Kathy Weinman Shelter, did not provide supporting evidence of non-profit status because the shelter is operated and primarily funded by St. Louis County government, and served less than ten domestic violence victims and residents.

Staff recommends the City equally distributed funds to the following applicants for 2015:

ALIVE, Inc.

- Provides an emergency shelter program called "Nights of Safety"
- Estimates serving 300 adults and children in the St. Louis area including 10 adults and children from Creve Coeur

- Expense breakdown from previous year's audit: Program 79.9%; General Administration 12.7%; and Fundraising 7.4%
- Estimates revenue of \$237,452 and expenses of \$213,487

Lydia's House

- Provides transitional housing and support services for abused women and their children in a confidential location for a maximum of two years; offers a comprehensive family support services program
- 60 women and 91 children were housed through the program in the previous year
- Expense breakdown from previous year's audit: Program 79.8%; General Administration 3.3%; and Fundraising 16.9%
- Estimates revenues of \$1,125,916 and expenses of \$1,107,398

St. Louis Crisis Nursery

- Provides safe care for children, birth through age 12, while assisting the parent with admission to a local domestic violence shelter
- 24-hour care provided to children by trained professional staff and volunteers
- Provided safe haven to 410 children from 211 families affected by domestic violence
- Expense breakdown from previous year's audit: Program 85.3%; General Administration 7.8%; and Fundraising 6.9%.
- Estimates revenues of \$3,950,318 and expenses of \$3,910,230

The Salvation Army – Family Haven

- Provides emergency shelter and supportive services to single women and homeless families in a 20-room, 74-bed shelter located in St. Louis County
- Families remain at Family Haven for an average of 120 days
- Served and estimated 1,345 individuals; of those served approximately 10 were from zip codes in or near Creve Coeur
- Expense breakdown from previous year's audit: Program 85.9%; General Administration 5.2%; and Fundraising 8.9%.
- Proposed revenues of \$1,146,559 and expenditures of \$1,420,187

The Women's Safe House

- Provides the county with the largest emergency domestic violence shelter for women and children
- Services include 24-hour Crisis Intervention Hotline, emergency shelter and support services, a children's program, aftercare, volunteer opportunities and community education
- Served 409 women and children in 2013; of those served, less than 1% were from Creve Coeur
- Expense breakdown from previous year's audit: Program 80.7%; General Administration 3%; Fundraising 16.3%
- Estimates revenues of \$1,679,422 and expenses of \$1,466,150

Shalom House

- Residential facility serving chronically homeless women suffering from mental illness, addiction, and domestic violence.
- Offers emergency shelter (24 hours to 90 days) and up to 24-month transitional housing and support services
- Served 350 women
- Expense breakdown from previous year's audit: Program 82.4%; General Administration 6.7%; Fundraising 10.9%
- Estimates revenues of \$1,939,480 and expenses of \$1,759,480

International Crisis Aid – Safe Home

- Provides holistic specialized services and shelter for female sex trafficking victims who may reside anywhere from a few days up to 12 months based on individual needs
- Served 43 women in Missouri since the home opened in December 2012
- Partners with other agencies to provide comprehensive services for victims such as medical, dental, and mental health care and substance abuse treatment
- Receives referrals from federal and local law enforcement and other local agencies for female minors
- Expense breakdown from previous year's audit: Program 89.9%; General Administration 8.7%; Fundraising 1.4%
- Estimates revenues of \$665,000 and expenses of \$645,550

A Resolution is attached to allocate the funds for 2015. A suggested allocation for 2015 is equal distribution to the eight applicants. Funds will be distributed in the first and third quarters of 2015.

Distributions from the fund to date:

1996	\$5,278	2006	\$14,446
1997	\$5,097	2007	\$18,267
1998	\$4,735	2008	\$18,264
1999	\$4,993	2009	\$18,276
2000*	\$6,313	2010	\$18,068
2001	\$9,576	2011	\$18,295
2002	\$13,083	2012	\$19,170
2003	\$15,718	2013	\$19,788
2004	\$16,884	2014	\$18,511
2005	\$17,917		

*January 2000, the City Council authorized an increase in the fee from \$1.00 to \$2.00, per Ordinance 2044.

cc: Dan Smith, Finance Director



City Council
300 North New Ballas Rd
Creve-Coeur, MO 63141

Meeting: 11/24/14 07:00 PM
Department: Legislative /City Clerk
Category: Appointment
Prepared By: Debbie Ryan
Initiator: Debbie Ryan
Sponsors:

SCHEDULED

APPOINTMENT (ID # 1148)

DOC ID: 1148

2014 Citizen of the Year

Council will review the recommendation of Nominating Committee for the selection of the 2014 Citizen of the Year and vote.



City Council
300 North New Ballas Rd
Creve-Coeur, MO 63141

Debbie Ryan
City Clerk
(314) 872-2517
www.creve-coeur.org/

Meeting: 11/24/14 07:00 PM

DOC ID: 1162

DISCUSSION ITEM (ID # 1162)

National League City Update



City Council
300 North New Ballas Rd
Creve-Coeur, MO 63141

SCHEDULED

Meeting: 11/24/14 07:00 PM
Department: Public Works Department
Category: Report
Prepared By: Matt Wohlberg
Department Head: Jim Heines

STAFF REPORT

Staff Report - Dam Project Update

City staff has provided a report summarizing several recent discussions regarding the planned repairs to the dam at the Creve Coeur Golf Course.



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: November 20, 2014

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works

FROM: Matt Wohlberg, P.E., City Engineer

SUBJECT: Design Status Summary and Staff Report
Dam and Channel Rehabilitation Project

City staff and the Stormwater Committee have discussed multiple issues related to the rehabilitation of the dam, lake, and channel at the Creve Coeur Golf Course. This report summarizes these discussions.

Background

A series of four lakes and a creek bisect the Creve Coeur Golf Course. These lakes were created in 1971 along an existing creek as part of the redevelopment of the northern nine holes of the golf course into the Creve Coeur Executive Office Park. This system is fed by ground water and stormwater runoff from the golf course and the office park, with the water flowing south. The system ends at the south end of the Creve Coeur Golf Course, where the area streams converge and enter the enclosed public stormwater system that runs beneath the Runnymede subdivision.

Several failures of the earthen dam at the south end of this lake system during the summer of 2013 prompted the City to pursue a design for the replacement of the dam. The project for the dam replacement was combined with the removal of silt from the bottom of the adjacent lake, a project which was part of the City's five-year capital improvement plan.

The City hired the design team led by Intuition & Logic to develop plans and specifications for the replacement of the dam and silt removal from the south pond. These plans are practically complete and await final permitting, pending City Council approval of a maintenance agreement for the repaired lake and dam and an easement for the head of the enclosed stormwater system. A copy of the plans for this project is attached for reference.

Community Improvement District

Review of the documents related to the development of the Creve Coeur Executive Office Park found that the original lakes at the golf course were constructed as a stormwater detention system for the office park as part of that development. In fact, City staff has learned from the Metropolitan St. Louis Sewer District (MSD) that these properties can continue to claim that the lakes at the golf course meet their stormwater detention requirements, as several properties have in recent developments, even though the lakes were designed to contain much less water than what would be required if these were constructed today. These documents also provide evidence that the property owners within the development continue to bear some responsibility for the ongoing maintenance of the system.

The City is currently exploring the formation of a Community Improvement District (CID) to fund improvements and maintenance of the lake system over the next 20 years. The anticipated total cost of addressing known needs, making improvements, and maintaining the system is anticipated to cost as much as \$2.5 million over that 20-year period. Staff expects to have a more clear understanding of the probability for success of the CID by spring 2015 as discussions with the office park property owners continue.

A map of the office park watershed and a summary of the area property owners are attached for reference.

Stormwater Committee Review

The Stormwater Committee held a special meeting on November 12, 2014 to discuss various issues related to the rehabilitation of the lake and dam. Mark Meyer, President of Intuition & Logic, attended this meeting to participate in this discussion. The discussion topics included:

- Temporary repair options
- Construction plans developed for the replacement of the dam
- Stormwater & Dam Repair Review report developed by Councilman Kent
- Design peer review

A discussion of each of these topics follows, with the Stormwater Committee's recommendation included at the end of each discussion, as applicable. Draft minutes from the Stormwater Committee's meeting are attached for reference.

Temporary Repair Options

The original plan was to replace the dam and remove silt from the adjacent lake during the winter of 2013-2014, but this schedule proved to be too aggressive, as it would have meant that the City would have proceeded with the project without the necessary permits and approvals. The project was then scheduled to be constructed during the winter of 2014-2015, but construction was postponed as the City considered the scope and nature of the project and the available funding options through the CID.

In October, City staff recommended to the Stormwater Committee that the City review its options for stabilizing the dam now that the timeline for the replacement of the dam has been extended. Staff expressed its concern that the timeline for the dam replacement was becoming less clear and advocated taking a proactive approach to stabilize the dam until it is eventually replaced.

The Stormwater Committee supported the staff recommendation at its meeting on October 7. The City Council concurred and approved a contract extension with Intuition & Logic on October 13 through Resolution 1131.

The design team of Intuition & Logic and Geotechnology, Inc. met with City staff on October 22 to review the current condition of the dam and spillway, review the City's goals, and determine a list of repair options that would likely meet the City's goals. Staff identified that the City's primary goal would be to stabilize the dam to provide a reasonable assurance that the repair would stop the leaking and that the dam would remain intact for at least three years. Staff added that the City's secondary goal would be to restore the lake to its original surface elevation so to be more appealing to the golfers. Following this meeting, the design team developed the attached Creve Coeur Temporary Dam Stabilization Alternatives Analysis Summary Memorandum that describes eight different options and summarizes the anticipated cost, timeline, and probability for success of each option.

Committee Recommendation. After considerable discussion, the Committee voted in support of making a temporary repair to the dam while the CID and any other design and scoping issues are

resolved. In particular, the Committee supported the option to construct a clay embankment along the face of the dam (Alternative #1 in the report). The Committee cited the relatively low cost of this option, its high probability of success, and the likelihood that the clay embankment could be reused as part of the dam replacement as reasons they supported this option.

Staff Recommendation. Staff generally concurs with the Stormwater Committee recommendation, specifically that the clay embankment option (Alternative #1) appears to be the best alternative among those presented in the temporary repair analysis. This repair could be designed, bid, and constructed within a period of around three months, provides a high probability for success, and should not add any cost to the future replacement project. The pond liner option (Alternative #2) would provide the same likelihood for success at a lower price, but staff is concerned that the removal of this liner could add to the cost of the eventual dam reconstruction project.

Staff recommends that the City take a proactive approach and pursue some repair to either stabilize or replace the dam as soon as possible, particularly within the next year. Reviewing the available alternatives was a good first step in this process. The next step may not be clear until the plan for the CID is better understood in the spring of 2015, but staff recommends that the City move forward with a plan to implement either a temporary repair (summer 2015) or a permanent repair (winter 2015) to the dam at that time.

The staff recommendation is also a recommendation against simply observing the dam and reacting as problems arise. This has been the City's approach for the past 30 years. While this may be an appropriate approach for a new dam - when no issues should be expected - the existing dam has recently failed, repairs to date have slowed but not stopped the leaks, and the current situation leaves an eyesore for the golf course. Temporary stabilization or dam replacement would solve these issues in the short or long term, respectively.

Project Plans and Stormwater & Dam Repair Review Report

In their meeting packets for the October 7 and November 12 meetings, the Stormwater Committee was given a copy of each the final design plans for the Creve Coeur Dam and Channel project (developed by Intuition & Logic) and the Stormwater & Dam Repair Review report (developed by Councilman Kent). These two documents are attached.

The Committee discussed the project design and the underlying assumptions at length with Mr. Meyer at their meeting on November 12. In short, the project design aimed to provide a stable and long-lasting dam and to match the existing performance of the dam and channel. Through the discussions, the Committee gained a better understanding that this approach was taken because it provides a suitable solution, likely provides the least-expensive repair option, and meets the minimum standard for permitting.

The Committee also discussed the enclosure of the east tributary, as suggested in Councilman Kent's report. Mr. Meyer stated that this channel currently serves to capture the stormwater overflow from the south lake when its capacity is exceeded, and that this occurs in about a 1-year or 2-year storm event (i.e. an amount of rain that is statistically 50-100% likely to occur each year). Staff stated their concern that the enclosure of the east tributary would not be considered necessary or unavoidable by the Army Corps of Engineers and that it would not be permitted on that basis.

The Stormwater Committee was interested in the idea of using a dredging operation to remove silt from the lakes, as suggested in Councilman Kent's report. Mr. Meyer stated that the project specifications would allow for the bidding contractors to determine their own means and methods of removing silt from the lake, and that this could include dredging and several other methods. The City would be paying a contractor to excavate, haul away, and dispose of the material in a safe and responsible manner. The way that the contractor would do this would

depend on the contractor and his capabilities. This approach is consistent with almost every other construction project bid out by the City, from roadway construction to mulch installation.

Stormwater Committee Recommendation. The Stormwater Committee did not provide a specific recommendation regarding the plans or the report. The Committee did state that it was more comfortable with the plans following its discussion with Mr. Meyer.

Staff Recommendation. Staff recommends that the City proceed with the dam replacement project as designed, as staff feels that this design provides a viable solution to the current dam failure and lake siltation issues. Staff also feels that the design plans take the lowest-cost approach to this solution by meeting the existing performance of the system.

The letting of this project will include several bid alternates, which will give the City the option to pursue or eliminate the aesthetic stone features that are shown on the plans. These bid alternates will allow the City to limit the costs to only what is necessary, should it wish to do so.

Furthermore, staff recommends that the City Council take Bill 5512 off of the table and consider it for final reading and passage in December. This will allow the dam replacement project design to be permitted through MSD; and this gives the City the option to have completed, permitted plans available for bidding should the City decide to or need to pursue the project. No additional costs are associated with obtaining this permit, and no costs are saved by doing nothing.

Design Peer Review

At its meeting on September 8, the City Council requested that staff contact a local engineering firm to provide an independent review of the dam and channel project, as developed by the design team led by Intuition & Logic, and the report regarding the project developed by Councilman Kent.

Staff contacted Reitz & Jens, Inc., a consulting firm located in Creve Coeur, and they agreed to provide this review. Reitz & Jens provided the attached Engineering Services Proposal, which includes as part of its scope a review of the project meetings, design assumptions, plans, specifications, cost estimate, and comments and alternatives suggested, including those in Councilman Kent's report. Following this review, Reitz & Jens would provide the City with a report summarizing its findings, which would include conceptual alternatives to the design, if any were apparent. Reitz & Jens requests a not-to-exceed fee of \$35,000 to complete this review, and they anticipate producing a report within about three months of beginning work.

Stormwater Committee Recommendation. The Stormwater Committee briefly considered this proposal, but voted 4-1-1 against undertaking it.

Staff Recommendation. City staff feels that this review is not necessary, as a highly qualified design team was vetted through the City's qualifications-review process and hired for the project. Staff is also confident that the design team has been attentive to the direction provided by staff and has developed a sound design that appears to have the lowest-cost approach to solving the issues with the dam.

Furthermore, staff finds it unlikely that the City would recoup the cost of the review with any alternative that results from it.

Attachments: Final Plans, Creve Coeur Dam and Channel project
 Creve Coeur Executive Office Park Watershed map
 Creve Coeur Executive Office Park property owner summary
 Stormwater Committee Meeting Summary from November 12 meeting

Creve Coeur Temporary Dam Stabilization Alternatives Analysis Summary
Memorandum
Stormwater & Dam Repair Review
Design Peer Review – Engineering Services Proposal



MEETING MINUTES

STORMWATER COMMITTEE MEETING

WEDNESDAY, NOVEMBER 12, 2014, AT 5:30 P.M.

CITY OF CREVE COEUR PUBLIC WORKS CONFERENCE ROOM
300 N NEW BALLAS ROAD, CREVE COEUR, MISSOURI 63141

COMMITTEE MEMBERS & STAFF

STEVE BRODY, P.E., COMMITTEE CHAIR
MARTIN JAFFE, COMMITTEE VICE-CHAIR
JUDY CAMPBELL, MEMBER
LAURA CATALANO, MEMBER
TOM D'ALFONSO, MEMBER
RICHARD KOCH, P.E., MEMBER
GEORGE ORTON, MEMBER

COUNCIL LIAISON: ROBERT KENT

JIM HEINES, DIRECTOR OF PUBLIC WORKS
MATT WOHLBERG, P.E., CITY ENGINEER
PATTI HARE, RECORDING SECRETARY

I. CALL MEETING TO ORDER AND ROLL CALL

Committee Chair Steve Brody called the meeting to order at 5:30 p.m.

Committee members present:

Steve Brody	Tom D'Alfonso
Martin Jaffe	Richard Koch
Judy Campbell	George Orton (left at 7:30)
Laura Catalano (late)	

With all six of seven committee members in attendance, a quorum was present.
Ms. Catalano arrived following roll call.

Councilmembers present:

Robert Kent (Council Liaison)
Dr. Scott Saunders

Staff members present:

Mark Perkins, City Administrator (arrived at approx. 7:45)
Jim Heines
Matt Wohlberg
Patti Hare

Guests:

Mark Meyer, P.E. (Intuition & Logic)

**STORMWATER COMMITTEE MEETING MINUTES
WEDNESDAY, NOVEMBER 12, 2014**

II. MEETING SUMMARY

The Committee reviewed the meeting summary from the meeting on Tuesday, October 7, 2014. Mr. Jaffe made a motion to approve the summary as drafted and Mr. Orton seconded the motion.

The vote followed as such:

Steve Brody	aye
Judy Campbell	aye
Tom D'Alfonso	aye
Martin Jaffe	aye
Richard Koch	abstain
George Orton	aye

With five (5) affirmative votes, the motion passed, and the meeting summary was approved.

Mrs. Campbell requested that the meeting summary be more detailed and that the summaries get distributed sooner than one month following the meeting.

Staff stated that greater effort would be directed to distributing the meeting summary within ten days of the Committee meeting, as required by the City Council.

III. OLD BUSINESS

1. Dam, Lake, and Channel Rehabilitation – Short-Term Repair Options

Staff introduced the alternatives analysis summary developed by the design team of Intuition & Logic and Geotechnology, Inc. (the team that developed the design for the dam and channel replacement). The design team met with City staff in October to visit and evaluate the dam, to identify the City's goals, and to brainstorm ideas for fixing the dam. As a result, the design team evaluated the cost, timeframe, and probability of success over a 3-5 year period for eight methods of addressing the existing piping problem with the dam.

Mark Meyer summarized the situation with the dam. The dam has an existing piping problem, whereby water from the lake that the dam holds back is finding its way through the dam. The intent of all of the temporary repairs would be to address the length of the front face of the dam to stop this piping.

Mr. Meyer summarized each of the options discussed in the report:

1. Alternative #1: Clay Embankment

Mr. Meyer stated that this option would involve 4-6 feet of clay would be compacted along the front of the dam.

Mr. Koch asked why so much? Mr. Meyer responded that he felt this seemed to be quite a bit to him as well, but this was the advice of the geotechnical engineers from Geotechnology, Inc.

Mr. Koch asked whether the clay material used in this option could be reused as part of the dam replacement project. Mr. Meyer stated that this would be possible.

Mr. Meyer speculated that this option could involve building much of the front face of the dam for the dam replacement that is shown in the project design plans.

**STORMWATER COMMITTEE MEETING MINUTES
WEDNESDAY, NOVEMBER 12, 2014**

2. Alternative #2: Pond Liner

Mr. Meyer stated that this option would involve less material but would include an impermeable fabric liner laid on top of this soil layer and attached to the existing dam. Mr. Meyer was asked about the durability of the fabric, and he responded that the fabric itself is highly durable. Mr. Brody and Mr. Meyer agreed that the fabric liner would probably have a lifespan of 20 years.

Mr. Brody suggested that this option could be completed relatively quickly. Mr. Meyer confirmed this.

3. Alternative #3: Sheet Pile Dam

Mr. Meyer briefly mentioned the option of driving sheet piles north of the dam to create a barrier, but did not go into detail due to the cost of the option.

4. Pressure Pressure Grout

Mr. Meyer discussed that the uncertainty of the material at the base of the dam led to their prediction for a medium/low probability of success for this option.

5. Replace Pond with Channel

Mr. Meyer stated that the high cost of this option reflected the amount of design, permitting, etc. associated with converting the dam and lake to a stable channel. This option would essentially provide a permanent solution in order to provide a stable channel.

This option assumes that the detention value of the existing dam is maintained, as would be required for permitting.

6. Replace Dam Per Existing Plan

Mr. Meyer stated that the estimate provided for this option is based upon the plans developed for the dam, without the aesthetic features and the lake silt removal.

7. Slurry Trench

Mr. Meyer stated that the presence of rubble in the fill material led to a "medium" probability for success in the report.

8. Do Nothing

Mr. D'Alfonso requested that Mr. Meyer comment about the risks associated with the Do Nothing approach. Mr. Meyer commented that the piping issue could increase in intensity and, in a heavy storm, a catastrophic failure of the dam could result in enough water flow behind the concrete channel walls to dislodge and collapse one or more sections of the walls. Should this occur, this wall could be pushed against the downstream storm pipe, which would force stormwater onto an overland route through the Runnymede subdivision. Mr. Heines stated his concern that failure of the dam could lead to silt from the lake being deposited into the enclosed system beneath the Runnymede subdivision, which the City would become liable to clean out. Such a cleanup effort would be expensive.

**STORMWATER COMMITTEE MEETING MINUTES
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Mr. Kent asked Mr. Meyer to provide his opinion of how long the dam might remain functional if nothing is done to it. Mr. Meyer responded that the dam has already failed, but how long the dam would remain functional would be impossible to predict – it could remain at its current state for a month, a year, or several years, or the dam could fail outright.

Mr. Kent and staff discussed the City's pursuit of a Community Improvement District (CID) to assist with the improvements to and maintenance of the lake system. The City has begun discussions with the property owners within the watershed that feeds the lake system (generally the Creve Coeur Executive Office Park immediately north of the golf course). The lakes were originally developed as detention for these properties, and the property owners have some obligation to participate in the costs associated with their upkeep.

Timing of the CID was discussed. Mr. Heines stated that all costs (design, construction, etc.) that will be funded by the CID need to be enacted following the formation of the CID. Staff stated that the development of the CID may take several months or at least a year to form, which led to the discussion about short-term solutions.

Mr. Jaffe asked how the existing lakes benefit was for the property owners. Staff responded that the property owners are able to use the lakes to meet their detention requirement when their property is developed, even though the detention that is provided is much less than what would be required by today's standards. Mr. Wohlberg stated that he confirmed this in a recent meeting with staff from the Metropolitan St. Louis Sewer District (MSD). Mr. Wohlberg commented that MSD made it seem unlikely that water quality features installed on the golf course property could provide any credit to the property owners for any requirements of their future development. Mr. Brody suggested that future projects could involve water quality features on each property in order for the project to give the property owners direct water quality benefits from the project.

Mr. D'Alfonso asked if there were any temporary solutions would be part of the long-term solution as shown on the dam and channel replacement plans.

Staff presented the options it recommends, namely to either 1) pursue a short-term solution to allow time for the CID to form, or 2) pursue a permanent solution.

Mr. Orton made a motion to recommend to the City Council that the City pursue a temporary (i.e. 3-5 year) stabilization repair for the dam, particularly a clay embankment similar to Alternative #1 that was outlined in the Creve Coeur Temporary Dam Stabilization Alternatives Analysis Summary Memorandum, while the Community Improvement District and any other issues related to the permanent repair of the dam are resolved. This motion was seconded by Mr. D'Alfonso. The Committee voted as such:

Steve Brody	aye
Martin Jaffe	nay
Judy Campbell	aye
Laura Catalano	aye
Tom D'Alfonso	aye
Richard Koch	aye
George Orton	aye

**STORMWATER COMMITTEE MEETING MINUTES
WEDNESDAY, NOVEMBER 12, 2014**

With six (6) affirmative votes and one (1) negative vote, the motion passed, and the recommendation to the City Council was approved.

Mr. Jaffe stated that his opposition to the temporary plan is that he felt that the \$80,000 was too much to spend for a temporary solution and that he would rather see that money spent on the dam replacement project. The Committee stated that this temporary repair would serve as an insurance policy of sorts until the dam is replaced.

2. Dam, Lake, and Channel Rehabilitation – Plan Review and Discussion

Mr. Brody introduced the design plans for the dam and the alternatives report provided by Mr. Kent. With the dam having been designed in the early 1970's, the original detention requirement at that time was much less than what it would be today.

The Committee asked about the detention requirements for the dam and about its performance. Mr. Meyer explained that the dam currently retains a storm that is considered a "one-year" storm, or a storm intensity that is technically 100% likely to occur every year. Mr. Meyer went on to discuss that the lake overflows along its eastern bank when this intensity of storm is exceeded.

Mr. Meyer stated that the dam and its overflow structure were designed to match the dam's current performance, as this is the minimum standard for the project to be permitted and the direction provided by staff for the design. Mr. Meyer stated that this appeared to be adequate, as no scour or erosion has been observed for the existing overflow. He stated that the open channel to the south provides sufficient protection by capturing the water that bypasses the dam in a heavy rain.

Mr. Meyer discussed that the City could pursue adding more detention to the lake system, but this would be a completely different project than the dam replacement project that was designed. Staff commented that the impact to the golf course would need to be considered for any plan to increase the size of the dam. Increasing the capacity of the dam to meet the current detention standard (to detain a 100-year storm) would require larger detention areas and would lead to a reconfiguration of the middle of the golf course.

Mr. Meyer was asked about the integrity of the existing concrete spillway and channel and whether this could be left in place with the repair. Mr. Meyer stated that the repair would require rehabilitation of the dam around and underneath the existing spillway and channel. These structures may be able to be left in place if grout was injected to fill the voids surrounding them, but it would be difficult to know whether such an approach was successful. He restated his concern for the observed rubble in the base of the dam.

Mr. Kent shared some photos of the dam and the surrounding area.

Mr. Kent stated that keeping the silt removed from the lake(s) on the golf course site seemed like an attractive option to pursue.

Mr. Brody asked about the design of the channel and the basin at the junction of the dam overflow and the creek that leads in from the east, specifically why should the City invest in the decorative stone in this area when it is not highly visible to those using the golf course. Mr. Meyer reviewed the retaining wall designs with the Committee. He stated that the walls that are on the plan are replacing existing walls.

**STORMWATER COMMITTEE MEETING MINUTES
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Mr. Brody asked if it would be cheaper to build a concrete junction chamber at the confluence of the dam spillway and the east tributary, just north of the existing enclosed system. Mr. Meyer stated that his concern with adding the junction chamber would be that it would be less efficient than the open basin, and that this could raise the water elevation during a heavy rain. Mr. Meyer stated that he did not want to make the situation worse. Mr. Brody suggested installing a berm along the south fence of the golf course property to accommodate an enclosed channel and basin. Mr. Brody asked if the plans show the cheapest option for this basin. Mr. Meyer stated that one of the reasons for the walls around the basin was to preserve an existing tree nearby, but there is less expensive rock. Staff stated that the bid alternates envisioned for this project would allow for most of the decorative rock to be replaced with less-expensive modular block or removed altogether.

Mr. Meyer stated that the basin was designed help improve the water surface elevation during times of high flow.

Mr. Kent asked if the disposal of silt would be on property or into landfill. Mr. Meyer stated that the silt would be hauled to a landfill.

Mr. Heines discussed a meeting between City staff and the Army Corps of Engineers to discuss the project plans and Mr. Kent's report. Mr. Heines stated that staff learned from that meeting that the enclosure of the east tributary would be of a length that would require an individual permit from the Army Corps of Engineers. In order to obtain this permit, the City would need to have the project designed. Mr. Meyer stated that the City would also need to demonstrate that the project minimized and avoided impact to the creek. Mr. Meyer stated that the Army Corps of Engineers and the other permitting review agencies would require the City to demonstrate that this project is necessary and unavoidable before they would permit it. Mr. Meyer and staff did not think that the City could provide a good answer to this question.

Mr. Meyer added that the City could still pursue enclosure of the east tributary, especially if the Army Corps of Engineers provides favorable feedback for the project, but that the City should proceed down this path knowing that permit denial is a likely result. Mr. Meyer stated that the City would still need to get the enclosure of the east tributary designed and then go through the public review process. Mr. Brody stated that he worried that the Department of Fish and Wildlife and the Department of Natural Resources would not look favorably upon the enclosure of the channel and may deny it.

Mr. Brody asked if expanding the project to include all of the lakes in the system makes any difference to the dam design that has been developed. Mr. Meyer stated that it would not.

Mr. Brody stated his concern for the secondary overflow on the west side of the dam, namely that this flow would run over the new walls and potentially damage them.

Mr. Brody stated that he would have liked to see the detention capacity of the dam system increased so that it would contain more than the 1-2 year storm as it currently does. Mr. Meyer stated that this would be possible, but the City needs to determine which level of storm it would like to detain and why.

Mrs. Campbell asked if more detention is required for the lake, and Mr. Brody asked whether increasing the capacity of the dam would help with the capacity of the 90" pipe that begins

**STORMWATER COMMITTEE MEETING MINUTES
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the enclosed drainage system. Mr. Meyer stated that the dam would need to be substantially increased in size to make any discernable benefit to that pipe.

Mr. Koch stated that there does not seem to be a benefit to the City for increasing the capacity of the dam. Mrs. Campbell asked why we should not be making some improvement to the detention capacity of the dam. Mr. Koch responded that any improvement will not have a discernable benefit in the event of a large storm, because that storm would exceed the capacity of the dam anyway. Mr. Koch stated that the City is not hurting anyone by repairing the dam to its current performance.

Mr. D'Alfonso stated that there did not seem to be an emergency in considering options, because the City may not be ready to act on the project any time soon as it pursues the CID. At that point, the City would continue to evaluate its options. Mrs. Campbell and Mrs. Catalano agreed that there was no rush in making a decision on this topic, as the Committee already recommended the temporary repair.

Mr. Kent stated that there appeared to be several advantages to using the dredge process and keeping the material on site: 1.) odor reduction; 2.) transform silt into useable material; 3.) golf course could continue to operate; 4.) no need to haul material through Runnymede subdivision; 5.) reduce potential risk of liability by not using a landfill. Mr. Kent felt that this would be a cheaper option also.

Mr. Brody stated that he does not like the idea of enclosing the channel, because a channel carries more flow than an enclosed system.

The Committee debated the use of dredging as a means to remove silt from the lake. Mr. Meyer stated that the specifications allow for the contractor to choose his means and methods of removing the silt, so long as it is done safely and appropriately. Mr. Koch stated that he has some experience with dredging, but he is not aware of any contractors in the area who does the dredging, and the quantity is relatively small for such an operation. Mr. Koch suggested that the City should allow the contractor to bring in a subcontractor to determine whether dredging is a viable option.

Mr. Koch stated that he sees the disposal of the material as the big-cost item in Mr. Kent's report is whether it is cheaper to bury the material on site versus hauling the material away. Mr. Meyer stated that his estimate is based upon actual bids made for other projects, where he has seen prices of \$100 per cubic yard. There also does not seem to be a distinct advantage to adding all of the ponds versus just removing silt from just the southern pond, because the lakes are far enough apart and have separate access, so the projects are basically separate projects. Mr. Meyer feels that the cheapest option will be excavating the material and hauling the material away for disposal.

Could the dam get replaced with the dredging coming later? The issue with this approach is that the work to remove silt from the lake would then disturb the area around the dam that was just built or just restored, which would add cost to the silt removal project.

Attachment: Stormwater Committee - 2014-11-12 - Meeting Minutes (1161 : Office Park / Golf Course Storm Water Project Update)

**STORMWATER COMMITTEE MEETING MINUTES
WEDNESDAY, NOVEMBER 12, 2014**

3. Floodplain Mapping

Mr. Heines stated that FEMA requires that the City adopt the national floodplain mapping updates by February 5, 2014. He summarized the updates as using more accurate information than the previous mapping. Staff is in favor of the updates.

Mr. Koch asked if the City has a choice in this matter. Mr. Heines stated that this is required for the City's residents to participate in the National Floodplain Insurance Program.

Mr. Jaffe made a motion to recommend to the City Council that the City approve the updates; Mr. Koch seconded this motion. The Committee voted unanimously to support the recommendation, and the motion carried.

4. Stormwater Committee Definition

Mr. Heines informed the Committee that an official redefinition of the Committee would not be necessary to include the review of design plans as part of the Committee's function. Discussion of this topic was postponed to a future meeting.

5. Sunshine Law

Mr. Heines reviewed a memo from Carl Lumley, City Attorney, regarding e-mail etiquette as it relates to the Missouri Sunshine Law.

IV. NEW BUSINESS

1. Leave of Absence Request

Mrs. Catalano informed the Committee that she would not be able to attend several meetings over a six-month period in 2015 and requested a leave of absence from the Committee. This discussion was postponed until the Committee's meeting in December.

2. Dam, Lake, and Channel Rehabilitation – Design Peer Review

Mr. Brody asked whether the peer review or value engineering should investigate whether Intuition & Logic provided plans that reflect sound engineering judgment and met the City's needs, or whether the guidance provided by City staff should be reviewed instead.

Mr. Jaffe stated that he does not think that the City should hire someone to tell the City which types of wall to use to save money. This is already being done through the bid alternates.

Mr. Brody stated that he felt that the Committee is satisfied with the plans and should not recommend the peer review.

**STORMWATER COMMITTEE MEETING MINUTES
WEDNESDAY, NOVEMBER 12, 2014**

Mr. Jaffe made a motion that the Committee recommend to the City Council that the City pursue a contract with Reitz & Jens, Inc. to perform a peer review of the design for the dam and the report by Councilman Kent. Mrs. Campbell seconded this motion. The Committee voted as such:

Steve Brody	abstain
Martin Jaffe	nay
Judy Campbell	aye
Laura Catalano	nay
Tom D'Alfonso	nay
Richard Koch	nay

With four (4) negative votes, one (1) affirmative vote, and one (1) abstain, the motion failed. Mrs. Campbell stated that she voted for the peer review, because she still has concerns about how the dam design will impact or be related to the other lakes in the system.

V. FUTURE PROJECTS

No future projects were discussed at this meeting.

VI. ANNOUNCEMENTS

1. Next regular meeting is scheduled for Wednesday, December 10, 2014 @ 5:30 PM.

Some discussion was held about moving the meeting to the first week of December to allow for Councilman Kent to attend, but the meeting date was held, due to concern about keeping a quorum. Councilman Kent suggested that Councilwoman Lawrence would attend this meeting and act as the Council liaison in his absence.

VII. ADJOURNMENT

The meeting adjourned at approximately 8:25 PM

CREVE COEUR DAM AND CHANNEL

CREVE COEUR, MISSOURI

11400 Olde Cabin Road
Creve Coeur MO 63141

PROJECT TEAM
OWNER:



CITY OF CREVE COEUR
300 N. New Ballas Road
Creve Coeur, Missouri 63141
(314) 432-6000

CIVIL ENGINEER:



INTUITION & LOGIC
16253 Swingsay Ridge Road-Suite 100
St. Louis, MO 63017
(636) 777-3000
License No. 2000152987

SURVEYOR:



SABUR, INC.
1751 Ashby Road
St. Louis, Missouri 63114
(314) 428-1414

LANDSCAPE ARCHITECT:



SWT DESIGN
1751 Ashby Road
St. Louis, Missouri 63114
(314) 428-1414

GEOTECHNICAL ENGINEER:



GEOTECHNOLOGY, INC.
11816 Lackland Road-Suite 150
St. Louis, MO 63146
314- 997-7440

INDEX

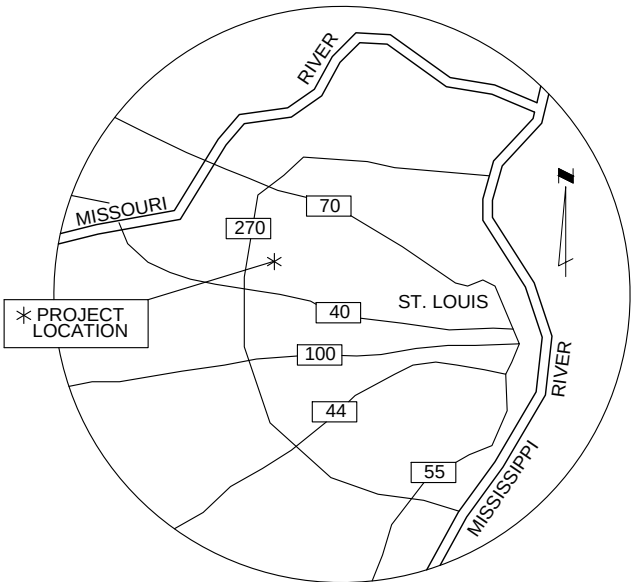
SHEET NO.	DESCRIPTION
	COVER
C-1.0	NOTES & ABBREVIATIONS
C-1.1	EASEMENTS AND ACCESS PLAN
C-1.2	DEMOLITION PLAN
C-2.0	PLAN AND PROFILE
C-3.0	DETAILS
C-3.1	LANDSCAPING DETAILS
C-4.0	WALL DETAILS
C-4.1	WALL DETAILS
C-5.0	CART PATH CENTERLINE CROSS SECTIONS INCLUDING DAM AND CHANNEL
C-5.1	PIPE CENTERLINE CROSS SECTIONS
C-6.0	EROSION AND SEDIMENT CONTROL PLAN
C-6.1	EROSION AND SEDIMENT CONTROL DETAILS
C-6.2	EROSION AND SEDIMENT CONTROL DETAILS
C-7.0	PLANTING PLAN
C-7.1	PLANTING DETAILS
C-8.0	DRAINAGE AREA MAP
S-1.0	HEADWALL DETAILS
S-1.1	HEADWALL DETAILS

GENERAL NOTE:

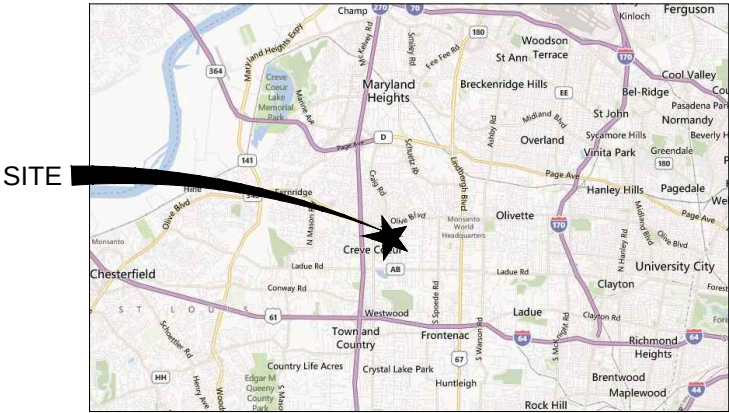
STORMWATER MANAGEMENT NOTES:
LAND AREA DISTURBED = 0.9 ACRES
ANY FUTURE LAND DISTURBANCE AND/OR INCREASE IN IMPERVIOUS AREA ON THIS SITE MAY REQUIRE ADDITIONAL STORM WATER MANAGEMENT PER MSD REGULATIONS IN PLACE AT THAT TIME

PRIOR TO OBTAINING A CONSTRUCTION PERMIT FROM THE METROPOLITAN ST. LOUIS SEWER DISTRICT, THE CONTRACTOR SHALL BE REQUIRED TO PROVIDE THE DISTRICT WITH A COPY OF AN EXECUTED CERTIFICATE OF INSURANCE INDICATING THAT THE PERMITTEE HAS OBTAINED AND WILL CONTINUE TO CARRY COMMERCIAL GENERAL LIABILITY AND COMPREHENSIVE AUTO LIABILITY INSURANCE. THE REQUIREMENTS AND LIMITS SHALL BE AS STATED IN THE "RULES AND REGULATIONS AND ENGINEERING DESIGN REQUIREMENTS FOR SANITARY AND STORMWATER DRAINAGE FACILITY", SECTION 10.090 (ADDENDUM).

MSD P# - P-29963-00, BASEMAP 17N4



VICINITY MAP
NOT TO SCALE



LOCATION MAP
NOT TO SCALE

ST. LOUIS COUNTY BENCHMARK:

THE ST. LOUIS COUNTY BENCHMARK WAS TIED INTO USING THE GPS RECEIVER.

BENCHMARK:

PROJECT BENCHMARK 01:
RAILROAD SPIKE SET IN A 36" DIAMETER TREE LOCATED APPROXIMATELY 5.5 FEET NORTH OF A 72" CHAIN LINK FENCE BUILT ALONG THE SOUTHERN PROPERTY LINE OF "CREVE COEUR GOLF COURSE"; ALSO LOCATED APPROXIMATELY 225 FEET WEST OF THE INTERSECTION OF THE CENTERLINE OF MARFORD DRIVE AND THE SOUTHERN PROPERTY LINE OF "CREVE COEUR GOLF COURSE". ELEV.=594.91

ST. LOUIS COUNTY BENCHMARKS CHAPTER 13 (REV: 06/09/2014)
BENCHMARK 13305:
NAVD88 (SLC2011A) ELEV = 660.21 FTUS (or) 201.233 METER
NGVD29 ELEV = 660.51 FTUS
CUT "U" ON THE WESTERN BACK OF CURB ALONG NORTH MOSLEY ROAD SOUTH OF THE NORTHERNMOST DRIVE ENTRANCE TO #501 NORTH MOSLEY ROAD, ROUGHLY 10' WEST OF THE CENTER OF NORTH MOSLEY ROAD AND 3' SOUTH OF THE WESTERLY PROJECTION OF CENTERLINE OF MOSLEY ACRES DRIVE.
SP MO EAST N=314093± E=256151± METER - ESTIMATED
ROUGH NAD83 LAT=38.663617±(N+) LONG=90.429323±(W-)

STATE PLANE COORDINATE SYSTEM

THE BASIS OF THE BEARING SYSTEM AND SITE ELEVATIONS WERE ESTABLISHED BY READINGS THAT WERE TAKEN WITH A TRIMBLE R6 GNSS GPS RECEIVER THAT REFERENCES THE MODOT RTK NETWORK (MHTCRK)(VRS). THE MISSOURI EAST ZONE STATE PLANE COORDINATE SYSTEM, 1983, WITH GRID NORTH HAS BEEN ADOPTED. THIS SYSTEM USES INTEGRATED NETWORKS OF CONTINUOUSLY OPERATING REFERENCE STATIONS GPS DATA, WHICH SIGNIFICANTLY IMPROVES RTK ACCURACIES FOR ROVERS WORKING WITHIN THE NETWORK. THE NETWORK REFERENCE STATION POSITIONS AND RESULTING COORDINATES ARE COMPUTED WITH RESPECT TO THE NAD83 (CORS96)(EPOCH:2002.0000) REFERENCE

PRELIMINARY

Professional Engineer Seal
Mark Edward Meyer, P.E. - Engineer
MO# E-2000150043



THE PROFESSIONAL WHOSE SIGNATURE AND PERSONAL SEAL APPEAR HEREON, ASSUMES RESPONSIBILITY ONLY FOR WHAT APPEARS ON THIS PAGE, AND DISCLAIMS (PURSUANT TO SECTION 327.411 RSMO) ANY RESPONSIBILITY FOR ALL OTHER PLANS, SPECIFICATIONS, ESTIMATES, REPORTS, OR OTHER DOCUMENTS OR INSTRUMENTS NOT SEALED BY THE UNDERSIGNED PROFESSIONAL RELATING TO OR INTENDED TO BE USED FOR ANY PART OR PARTS OF THE PROJECT TO WHICH THIS PAGE REFERS.

CONSTRUCTION & GRADING NOTES

1. THE CONTRACTOR IS RESPONSIBLE FOR HAVING A SET OF "APPROVED" ENGINEERING PLANS WITH THE LATEST REVISION DATE ON THE JOB SITE PRIOR TO THE START OF CONSTRUCTION. AN APPROVED SET OF PLANS WILL NEED TO BE ON SITE DURING THE PROJECT AS WELL.
2. ANY DEVIATION FROM THESE DESIGN PLANS MAY CAUSE THE WORK TO BE UNACCEPTABLE.
3. ANY UNANTICIPATED CONDITIONS ENCOUNTERED DURING THE CONSTRUCTION PROCESS SHALL BE IDENTIFIED IN WRITING TO THE OWNER/ENGINEER IMMEDIATELY.
4. THE STREETS SURROUNDING THESE PROJECT SITES AND ANY STREET USED FOR CONSTRUCTION ACCESS THERETO SHALL BE KEPT FREE FROM MUD AND CONSTRUCTION DEBRIS AND SHALL BE CLEANED THROUGHOUT THE DAY. ALL AFFECTED STREETS WILL NEED TO BE "BROOM CLEANED" BY THE END OF EACH DAY.
5. ALL TRASH AND DEBRIS ON SITE, EITHER EXISTING OR FROM CONSTRUCTION, MUST BE REMOVED AND PROPERLY DISPOSED OF OFF SITE.
6. NO EXCAVATION SHALL BE MADE SO CLOSE TO THE PROPERTY LINE AS TO ENDANGER ANY ADJOINING PROPERTY OR ANY PUBLIC OR PRIVATE STREET WITHOUT SUPPORTING AND PROTECTING SUCH PUBLIC OR PRIVATE STREET OR PROPERTY FROM SETTLING, CRACKING, OR OTHER DAMAGE.
7. ALL GRADING SHALL BE WITHIN 0.1 FEET, PLUS OR MINUS, OF THOSE SHOWN ON THE PLAN. GRADING TO BE REVIEWED AND APPROVED BY OWNERS REPRESENTATIVE. STRUCTURE GRADES SHALL BE PER PROJECT SPECIFICATIONS
8. CONTRACTOR IS RESPONSIBLE FOR MONITORING GRADING OPERATION AND ACCURACY OF "FINAL ROUGH" GRADES. CONTACT ENGINEER OF ANY DISCREPANCIES AFFECTING FINAL GRADING BALANCE.
9. SITE CONDITIONS MAY HAVE CHANGED SINCE THE SURVEY WAS PREPARED. CONTRACTOR SHALL VISIT SITE TO FAMILIARIZE THEMSELVES WITH THE CURRENT CONDITIONS.
10. ALL PROJECT COORDINATES AND ELEVATIONS ARE BASED ON PROJECT BENCHMARKS AS LISTED BELOW.
- PROJECT BENCHMARK 01:
RAILROAD SPIKE SET IN A 36" DIAMETER TREE LOCATED APPROXIMATELY 5.5 FEET NORTH OF A 72" CHAIN LINK FENCE BUILT ALONG THE SOUTHERN PROPERTY LINE OF "CREVE COEUR GOLF COURSE"; ALSO LOCATED APPROXIMATELY 225 FEET WEST OF THE INTERSECTION OF THE CENTERLINE OF MARFORD DRIVE AND THE SOUTHERN PROPERTY LINE OF "CREVE COEUR GOLF COURSE".
ELEV.=594.91.
11. ALL EXISTING TOPOGRAPHY, UNDERGROUND UTILITIES, STRUCTURES AND ASSOCIATED FACILITIES SHOWN ON THESE DRAWINGS HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS. THEREFORE, THEIR LOCATIONS AND ELEVATIONS MUST BE CONSIDERED APPROXIMATE ONLY. THERE MAY BE OTHER FACILITIES, THE EXISTENCE OF WHICH ARE NOT PRESENTLY KNOWN.
12. CONTRACTOR IS TO VERIFY ALL EXISTING STRUCTURES AND FACILITIES AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIAL AND STARTING WORK.



13. THE GENERAL CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES TO PROVIDE CABLE TV, PHONE, ELECTRIC, GAS, WATER AND IRRIGATION SERVICES. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING SITE LAYOUTS FOR THESE UTILITIES AND SHALL COORDINATE AND PROVIDE CONDUIT CROSSINGS AS REQUIRED. THIS COORDINATION SHALL BE CONSIDERED INCIDENTAL TO GENERAL CONTRACTOR WITH OWNER. ANY CONFLICTS IN UTILITIES SHALL BE CORRECTED BY THE GENERAL CONTRACTOR AT NO ADDITIONAL COST TO OWNER.
14. BEFORE EXCAVATING OVER OR ADJACENT TO ANY EXISTING UTILITIES, CONTRACTOR SHALL NOTIFY THE OWNER OF SUCH UTILITIES TO ENSURE THAT PROTECTIVE WORK WILL BE COORDINATED AND PERFORMED BY THE CONTRACTOR IN ACCORDANCE WITH THE REQUIREMENTS OF THE OWNER OF THE UTILITY INVOLVED. IF ANY EXISTING SERVICE LINES, UTILITIES AND UTILITY STRUCTURES WHICH ARE TO REMAIN IN SERVICE ARE UNCOVERED OR ENCOUNTERED DURING THIS OPERATION, THEY SHALL BE SAFEGUARDED, PROTECTED FROM DAMAGE AND SUPPORTED IF NECESSARY.
15. CONTRACTOR SHALL COORDINATE WITH PROPERTY OWNERS REGARDING PRIVATE UTILITIES ON THE PREMESIS, INCLUDING BUT NOT LIMITED TO IRRIGATION SYSTEM AND LIGHTING FACILITIES.
16. CONTRACTOR SHALL NOT REMOVE ANY TREE OR FENCE, UNLESS MARKED FOR REMOVAL ON THE PLANS, WITHOUT PRIOR APPROVAL.
17. ALL APPLICABLE PROVISIONS OF THE CURRENT OCCUPATIONAL SAFETY AND HEALTH ACT ARE HEREIN INCORPORATED BY REFERENCE.
18. THE CONTRACTOR, BY USING THESE PLANS FOR THEIR WORK, AGREES TO HOLD HARMLESS ILINC ENGINEERING, INC., THE CITY OF CREVE COEUR, MISSOURI, THEIR EMPLOYEES AND AGENTS AND THE OWNER WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, DAMAGES, AND THE COST OF DEFENSE ARISING OUT OF CONTRACTOR(S) PERFORMANCE OF THE WORK DESCRIBED HEREIN, BUT NOT INCLUDING THE SOLE NEGLIGENCE OF THE OWNER, HIS AGENTS, THE ENGINEER, HIS EMPLOYEES AND AGENTS. THE CONTRACTOR'S LIABILITY IS FURTHER DEFINED IN THE CITY-CONTRACTOR AGREEMENT.

19. ALL "CLEARING AND GRUBBING" SHALL INCLUDE CLEARING OF TREES, STUMPS, BRUSH, FENCES, POSTS, MAILBOXES AND OTHER EXISTING SURFACE FEATURES AS NECESSARY BY THE CONTRACTOR TO PERFORM THE WORK SHOWN ON THE PLANS.
20. THE CONTRACTOR SHALL PROVIDE FOR THE SAFE AND ORDERLY PASSAGE OF TRAFFIC AND PEDESTRIANS WHERE HIS/HER OPERATIONS ABUT PUBLIC THOROUGHFARES AND ADJACENT PROPERTY IN ACCORDANCE WITH LOCAL ORDINANCE AND TO THE SATISFACTION OF THE DIRECTOR OF PUBLIC WORKS FOR THE CITY OF CREVE COEUR.
21. AREAS OUTSIDE THE R.O.W. LINE OR CONSTRUCTION LIMIT LINE IMPACTED BY OPERATIONS OF THE CONTRACTOR SHALL BE RETURNED TO THE STATE IT WAS FOUND PRIOR TO NEW CONSTRUCTION, EXCEPT WHERE NEW WORK IS SHOWN.
22. STREET PAVING AND CURBS TO REMAIN SHALL BE PROTECTED FROM DAMAGE AND IF DAMAGED, SHALL BE REPLACED PROMPTLY TO THE SATISFACTION OF THE DIRECTOR OF PUBLIC WORKS FOR THE CITY OF CREVE COEUR.
23. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED BY THE UTILITY COMPANY AT THE CONTRACTOR'S EXPENSE.
24. ALL EXISTING PAVEMENT OR CONCRETE TO BE REMOVED SHALL BE SAWCUT ALONG LIMITS OF PROPOSED REMOVAL BEFORE COMMENCEMENT OF PAVEMENT REMOVAL.
25. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS BEFORE CONSTRUCTION BEGINS ALONG OR ACROSS EXISTING STREETS OR HIGHWAYS. CONTRACTOR SHALL MAKE ARRANGEMENTS FOR THE PROPER BRACING, SHORING AND OTHER REQUIRED PROTECTION OF ALL ROADWAYS BEFORE CONSTRUCTION BEGINS AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE STREETS OR ROADWAYS AND ASSOCIATED STRUCTURES AND SHALL MAKE REPAIRS AS NECESSARY TO THE SATISFACTION OF THE OWNER OF THE ROADWAY.
26. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ADEQUATE SIGNS, TRAFFIC CONTROL DEVICES AND WARNING DEVICES TO INFORM AND PROTECT THE PUBLIC DURING ALL PHASES OF CONSTRUCTION. BARRICADES AND WARNING SIGNS SHALL BE PROVIDED IN ACCORDANCE WITH ST. LOUIS COUNTY STANDARD SPECIFICATIONS. ALL TRAFFIC CONTROL WORK SHALL BE DONE IN ACCORDANCE WITH MUTCD AND CREVE COEUR.
27. THE ENGINEER AND OWNER ARE NOT RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, TIME OF PERFORMANCE, PROGRAMS OR FOR ANY SAFETY PRECAUTIONS USED BY THE CONTRACTOR. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR EXECUTION OF HIS/HER WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND SPECIFICATIONS.
28. MAINTENANCE OF THE SEWERS DESIGNATED "PUBLIC" SHALL BE THE RESPONSIBILITY OF THE METROPOLITAN ST. LOUIS SEWER DISTRICT UPON DEDICATION OF THE SEWERS TO THE DISTRICT.
29. ALL FILLED AREAS, INCLUDING TRENCH BACKFILLS, UNDER BUILDINGS, PROPOSED STORM AND SANITARY SEWER LINES, AND PAVED AREAS SHALL BE COMPACTED TO A MINIMUM OF 90 PERCENT OF "MODIFIED PROCTOR". FILL IS TO BE PLACED IN A MAXIMUM OF 9-INCH LIFTS. TESTS SHALL BE TAKEN AT A MAXIMUM OF 50-FOOT INTERVALS ALONG THE ROUTE OF THE PIPE; AT A MAXIMUM OF 2-FOOT VERTICALLY; AND Laterally ON EACH SIDE OF THE PIPE, AT A DISCHARGE EQUAL TO THE DEPTH OF FILL OVER THE PIPE. A COPY OF THESE RESULTS WILL BE SUBMITTED TO MSD PRIOR TO CONSTRUCTION APPROVAL.
30. ANY ABANDONED SEWERS SHALL BE REMOVED OR COMPLETELY GROUT FILLED.
31. NOTE - PIPE JOINTS WITH ADAPTERS AND COUPLINGS SHALL BE SUPPLIED AND INSTALLED WITH 316 STAINLESS STEEL NUT AND BOLT CLAMPS (T-BOLT) CONFIGURATION; AND WITH STAINLESS STEEL SHEAR BANDS, BEING A MINIMUM OF TWELVE (12) MILS (MSD STD. CONST SPECS. PT. 2, SUBSECTION H 11). WORM DRIVE HOSE CLAMPS AND CONCRETE BACKFILLING (CAUSTICITY) WILL NO LONGER BE ALLOWED AT THOSE JOINTS. GRANULAR BACKFILL SHOULD BE USED. IF FLOWABLE FILL IS REQUIRED, THE CONTRACTOR SHALL WRAP AND TAPE THE ADAPTERS AND COUPLINGS WITH A SIX (6) MIL POLYETHYLENE SHEET.
32. TRENCH BACKFILL COMPACTION AND TESTING REQUIREMENTS: THE CONTRACTOR IS TO REFER TO PART 4, SECTION H OF THE METROPOLITAN ST. LOUIS SEWER DISTRICT, STANDARD CONSTRUCTION SPECIFICATIONS FOR SEWERS AND DRAINAGE FACILITIES, 2009 EDITION, TO ESTABLISH THE REQUIREMENTS FOR THE SPECIFIC TYPE OF BACKFILL BEING USED.

STANDARD CONSTRUCTION:

ALL STORM AND SANITARY SEWER STRUCTURES AND APPURTENANCES TO BE DEDICATED TO MSD, OR TO BE PRIVATE UNDER MSD INSPECTION, SHALL CONFORM TO THE METROPOLITAN ST. LOUIS SEWER DISTRICT, STANDARD CONSTRUCTION SPECIFICATIONS FOR SEWER AND DRAINAGE FACILITIES, 2009. THAT WILL INCLUDE STANDARD DETAILS SHOWN THEREIN, AND SHALL INCLUDE ALL SUBSEQUENT CHANGES MADE THERETO.

PART 4 - PIPE SEWER CONSTRUCTION
SECTION B, PIPE FIELD TESTS, PARAGRAPH 2, REACH INTEGRITY TESTING - DELETE THE FIRST SENTENCE AND THE FOLLOWING REPLACEMENT APPLIES:
ALL SANITARY AND COMBINED SEWERS SHALL SUSTAIN A MAXIMUM LEAKAGE LIMIT OF 100 GALLONS/INCH OF PIPE DIAMETER/MILE OF LINE/DAY, AS REQUIRED BY THE MISSOURI DEPARTMENT OF NATURAL RESOURCES SPECIFICATIONS.

SECTION B, PIPE FIELD TESTS, PARAGRAPH 2, REACH INTEGRITY TESTING, SUBPARAGRAPH C, INFILTRATION/EXFILTRATION TESTING - DELETE THE SIXTH SENTENCE, CONCERNING LEAKAGE LIMITS, AND THE FOLLOWING REPLACEMENT APPLIES:
THE MEASUREMENT OF LEAKAGE SHALL NOT EXCEED 100 GALLONS/INCH OF PIPE DIAMETER/MILE OF LINE/DAY, AS REQUIRED BY THE MISSOURI DEPARTMENT OF NATURAL RESOURCES SPECIFICATIONS.

SECTION B, PIPE FIELD TESTS, PARAGRAPH 4, MANHOLE TESTING, SUBPARAGRAPH A, VACUUM TESTING - AFTER THE FIRST SENTENCE, THE FOLLOWING ADDITION APPLIES:
THE VACUUM TEST MUST BE PERFORMED PRIOR TO BACKFILLING AROUND THE MANHOLE UNLESS THE CONTRACTOR PROVIDES DOCUMENTATION FROM THE PRECAST MANHOLE MANUFACTURER STATING THAT THE MANHOLE MAY BE VACUUM TESTED AFTER BACKFILLING HAS TAKEN PLACE. THE CONTRACTOR MUST SUBMIT THIS DOCUMENTATION PRIOR TO BACKFILLING AROUND ANY MANHOLE.

SECTION B, PIPE FIELD TESTS, PARAGRAPH 4, MANHOLE TESTING, SUBPARAGRAPH B, EXFILTRATION TESTING -DELETE THE SECOND SENTENCE, CONCERNING LEAKAGE LIMITS, AND THE FOLLOWING ADDITION APPLIES:
FOR EXFILTRATION TESTING, THE ALLOWABLE LEAKAGE LIMIT IS 100 GALLONS/INCH OF PIPE DIAMETER/MILE OF LINE/DAY WHEN THE AVERAGE HEAD ON THE TEST SECTION IS THREE FEET (3') OR LESS.

EXISTING		NEW
	MANHOLE	
	INLET	
	PIPE	
	FENCE	
	FLOWLINE	
	INDEX CONTOURS	
	INT. CONTOURS	
	ROCK LIMITS	
	PROPERTY LINE	
	EASEMENTS	
	CONSTRUCTION LIMITS	
	HGL	
	EGL	
	PROFILE GRADE	
	ROOT PRUNE	
	SILT FENCE	
	IN STREAM SILTATION CONTROL	
	TREE PROTECTION	
	URBAN FORESTRY LIMIT	
	TREE	
	BUSH	
	CONTROL POINT	
	STUMP	
	TRANS BOX	
	PCB	
	CTV	
	HUB SET	
	BUILDING	
	CONCRETE	
	IRON PIN	
	BENCH MARK	

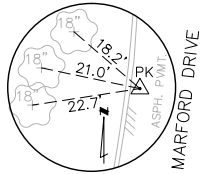
LEGEND CONTINUED

	RECORD CALCULATED
	SURVEY POINTS ESTABLISHED
	SURVEY MONUMENTATION FOUND
	CROSS FOUND
	CONCRETE MONUMENT FOUND
	IRON PIPE FOUND
	IRON BAR FOUND
	R.O.W. MONUMENT FOUND
	STONE FOUND
	RAILROAD SPIKE FOUND
	LARGE NAIL (TRAVERSE)
	IRON BAR (TRAVERSE)
	CROSS (TRAVERSE)
	PK NAIL (TRAVERSE)
	INDIVIDUAL OWNERSHIP PARCEL (IOP)
	SUBDIVISION LOT NUMBER
	GUARD RAIL
	UTILITY METER OR VALVE
	SPRINKLER HEAD
	SPRINKLER VALVE
	POWER POLE
	POWER POLE & GUY
	STREET SIGN
	FIRE HYDRANT
	LIGHT STANDARD
	MAIL BOX
	HOUSE VENT
	TRAFFIC SIGNAL
	UTILITY BOX
	LOW SILL LOCATION

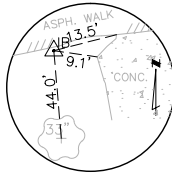
ABBREVIATIONS

AI	AREA INLET
ASPH	ASPHALT
ATG	ADJUST TO GRADE
B.M.	BENCH MARK
B&B	BALL & BURLAP
BMP	BEST MANAGEMENT PRACTICES
CL	CENTER LINE
CFS	CUBIC FEET PER SECOND
CLCW	COIR LOG CONTOUR WATTLING
CONC.	CONCRETE
CPP	CORRUGATED PLASTIC PIPE
CR	COMPOSITE REVETMENT
CTV	CABLE TELEVISION
DIP	DUCTILE IRON PIPE
DND	DON NOT DISTURB
E	ELECTRIC
EGL	ENERGY GRADE LINE
EL	ELEVATION
EP	EXPOSED PIPE
ESMT	EASEMENT
EXIST	EXISTING
FL	FLOW LINE
FES	FLARED END SECTION
FH	FIRE HYDRANT
FO	FIBER OPTIC
FT	FEET
G	GAS
GC	GRADE CONTROL
GCI	GRATED CURB INLET
HGL	HYDRAULIC GRADE LINE
I.D.	INNER DIAMETER
IN	INCHES
IP	IRON PIN
LDB	LEFT DESCENDING BANK
MAX	MAXIMUM
MH	MANHOLE
MIN	MINIMUM
O&M	OPERATION AND MAINTENANCE
OTP	OPEN TOP PIPE
PL	PROPERTY LINE
PCB	PHONE CABLE BOX
PCR	PARTIAL COMPOSITE REVETMENT
PDE	PERMANENT DRAINAGE EASEMENT
PED	PEDESTAL
PPED	POWER PEDESTAL
PROP	PROPOSED
PVC	POLYVINYL CHLORIDE
RCP	REINFORCED CONCRETE PIPE
RDB	RIGHT DESCENDING BANK
RR	RAILROAD
SAN	SANITARY
SHLDR	SHOULDER
SMH	SANITARY MANHOLE
SS	STORM SEWER
SSMH	STORM SEWER MANHOLE
STA	STATION
T	TELEPHONE
TBR	TO BE REMOVED
TBR&R	TO BE REMOVED AND REPLACED
TBR&RBO	TO BE REMOVED AND REPLACED BY OTHERS
TBR&REL	TO BE REMOVED AND RELOCATED
TPED	TELEPHONE PEDESTAL
TSCL	TEMPORARY SLOPE CONSTRUCTION LIMIT
TVPED	TELEVISION PEDESTAL
TYP	TYPICAL
UIP	USE IN PLACE
VCP	VITRIFIED CLAY PIPE
W	WATER
YR	YEAR

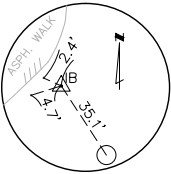
REFERENCE TIES - CREVE COEUR



REFERENCE TIE
CONTROL POINT #203
PK NAIL
N 1030126.935
E 838630.102
ELEV 603.40
NOT TO SCALE



REFERENCE TIE
CONTROL POINT #301
IRON ROD W/ CAP
N 1030291.383
E 838462.844
ELEV 595.10
NOT TO SCALE



REFERENCE TIE
CONTROL POINT #303
IRON ROD W/ CAP
N 1030462.050
E 839019.506
ELEV 602.77
NOT TO SCALE



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Creve Coeur Dam and Channel

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Creve Coeur MO 63141

Creve Coeur, St Louis County, Missouri

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Mark Edward Meyer - Engineer
MO# 2000150043



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Rev	Date	Description
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Project No. 1311
Designed: MEM
Drawn: JDF
Checked: TPD
Approved: MEM
Sheet Title:

NOTES AND ABBREVIATIONS

Sheet Number:



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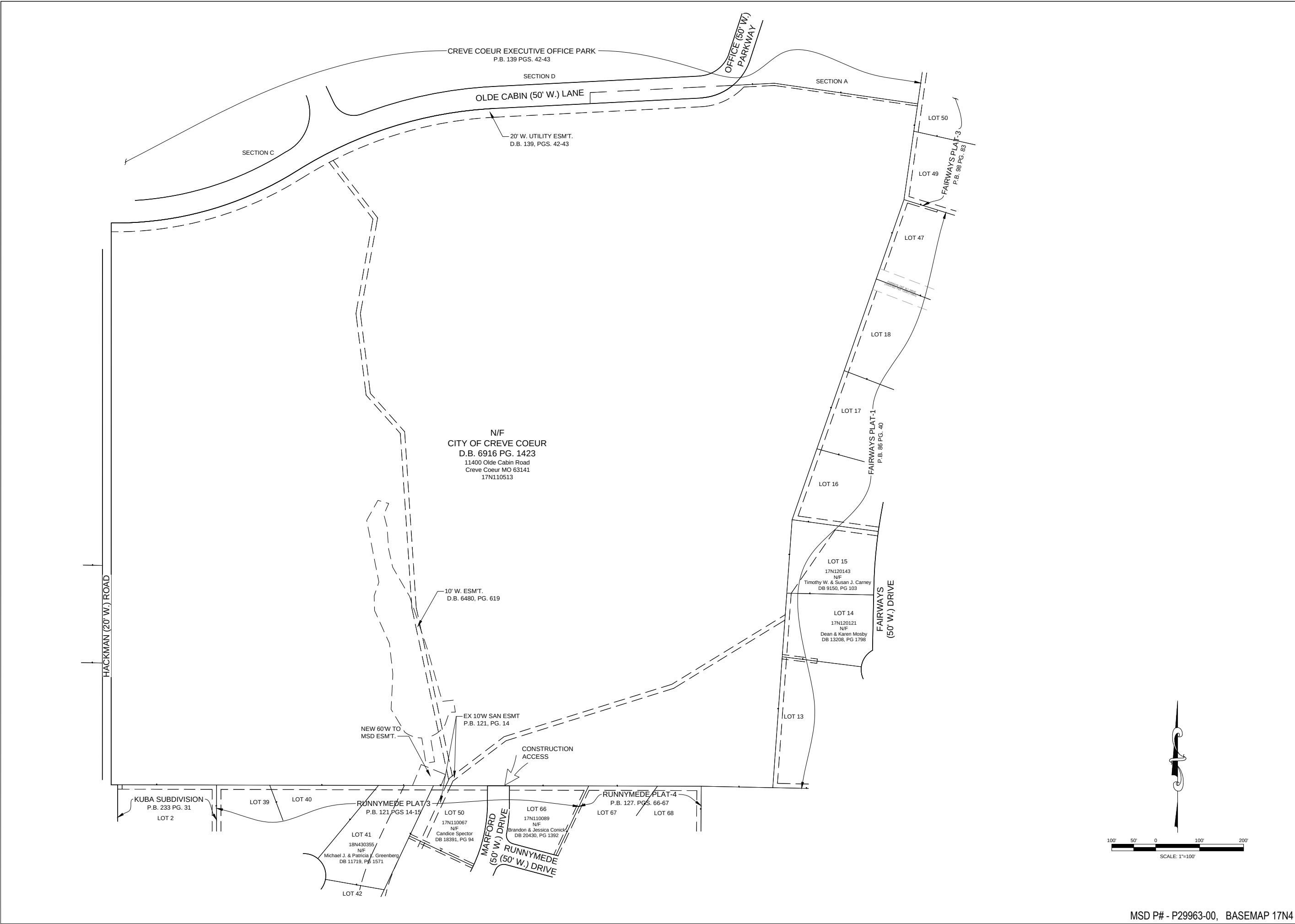
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EASEMENTS AND ACCESS PLAN

Sheet Number:





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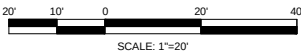
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DEMOLITION
PLAN

Sheet Number:

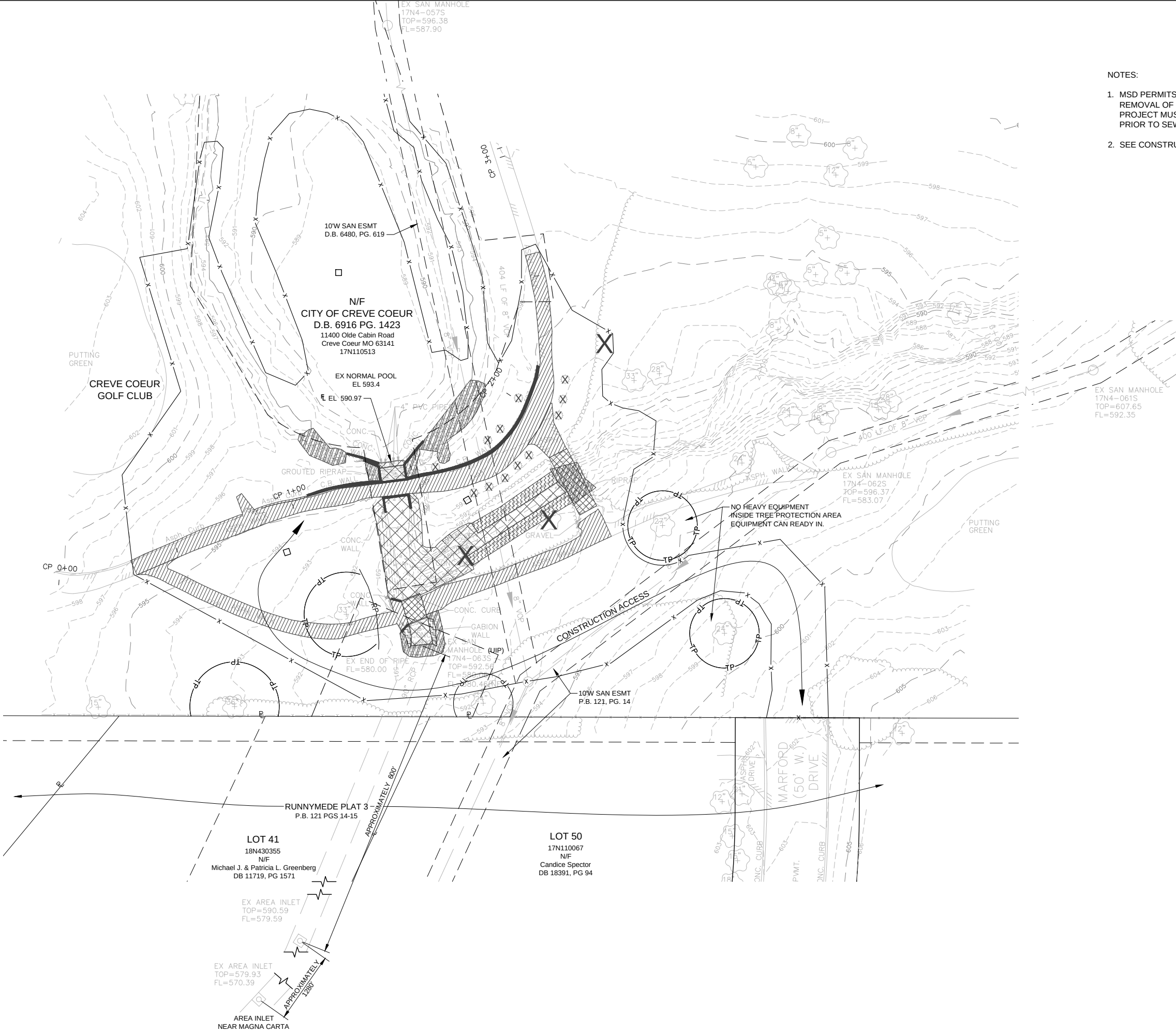
NOTES:

- MSD PERMITS ARE REQUIRED PRIOR TO THE ABANDONMENT OR REMOVAL OF EXISTING SEWERS. TO RECEIVE MSD PERMITS THE PROJECT MUST HAVE MSD PLAN APPROVAL. NOTIFY MSD 48 HOURS PRIOR TO SEWER ABANDONMENT AND/OR REMOVAL.
- SEE CONSTRUCTION PHASING SHEET.



LEGEND

- ASPHALT
- BRIDGE
- CONCRETE
- GABIONS
- RIPRAP
- RETAINING WALLS
- TREE/BUSH REMOVAL





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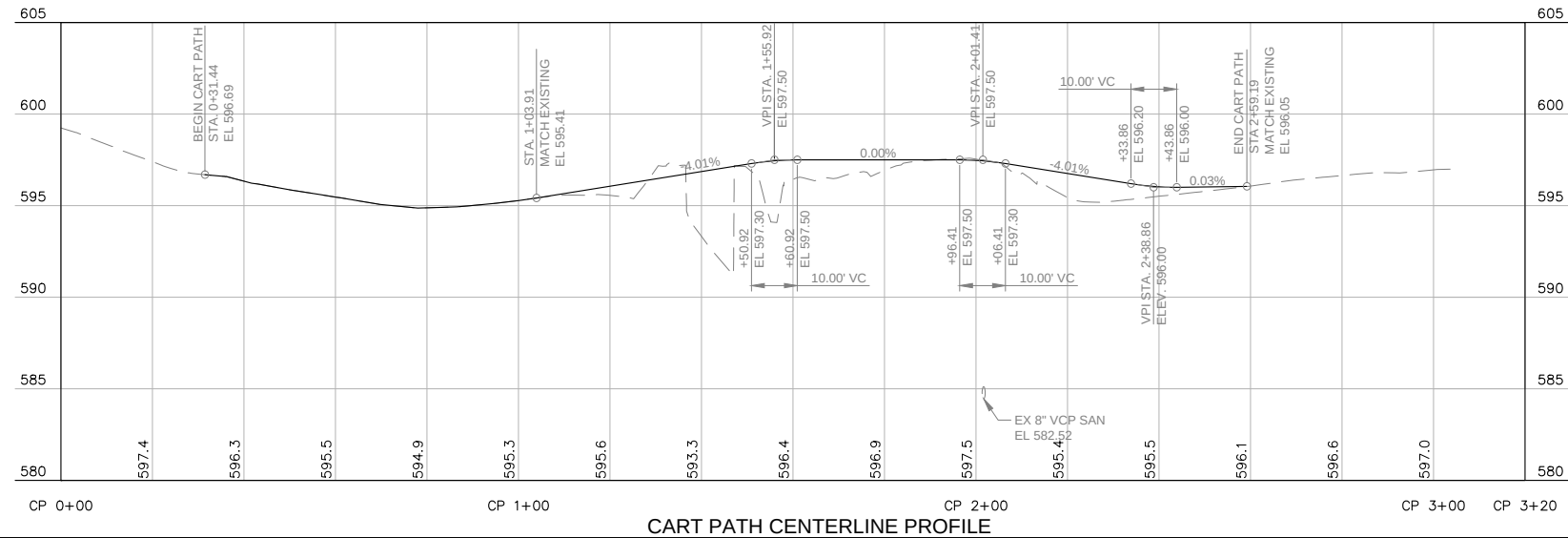
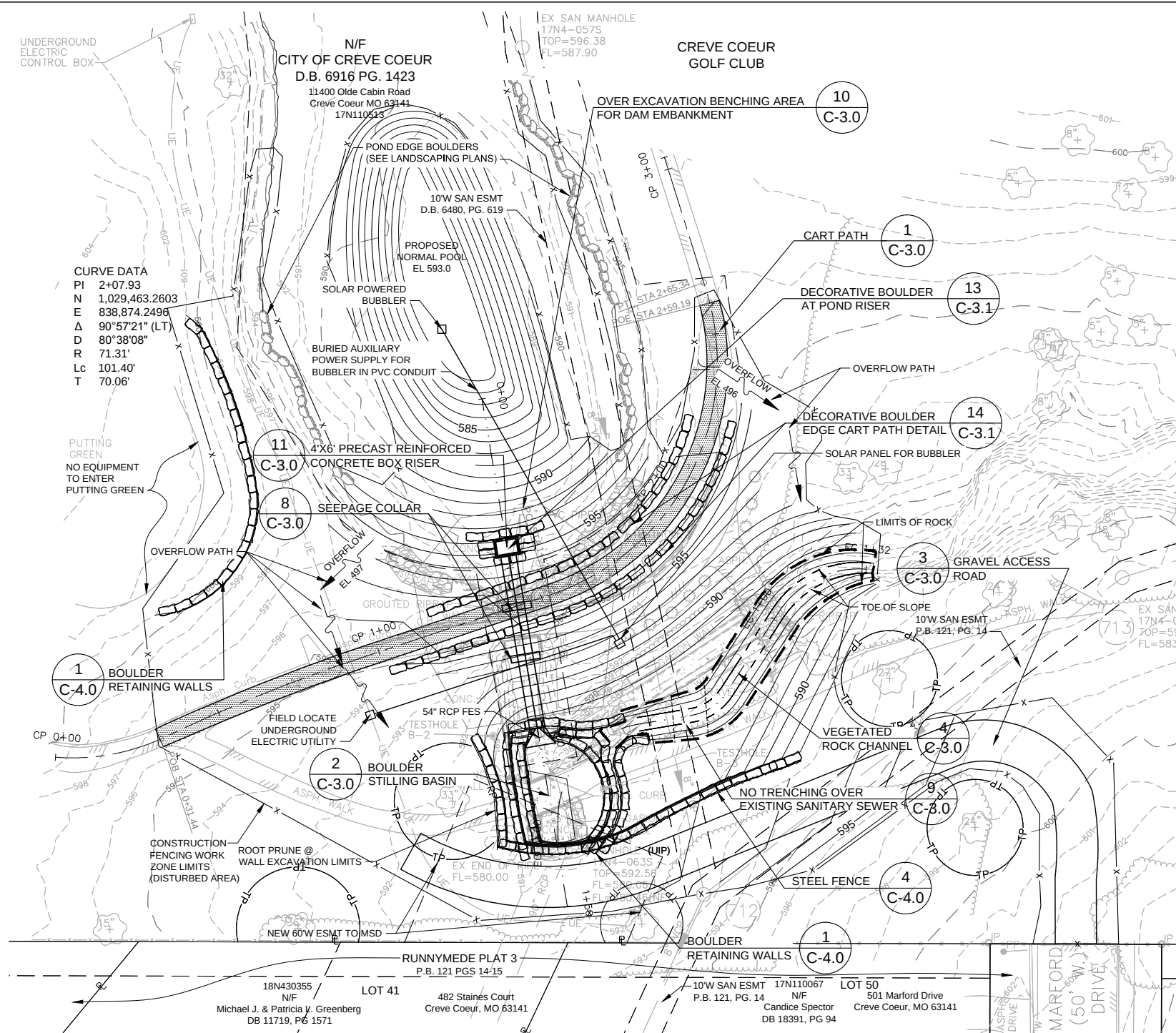
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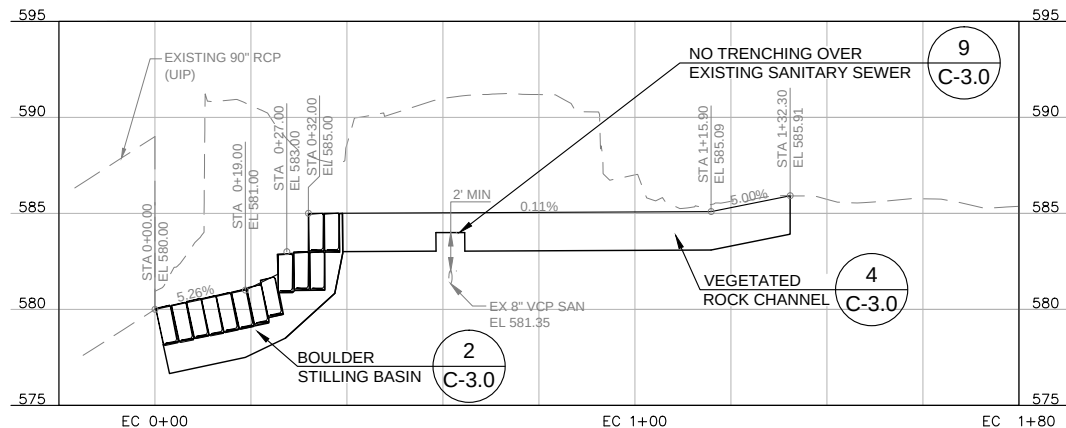
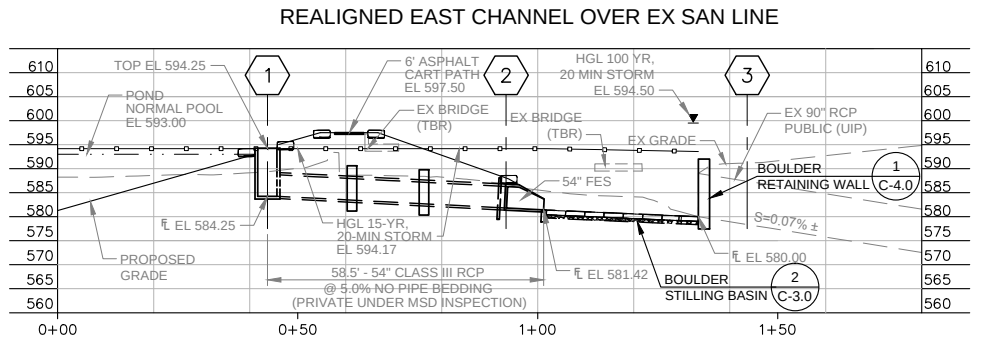
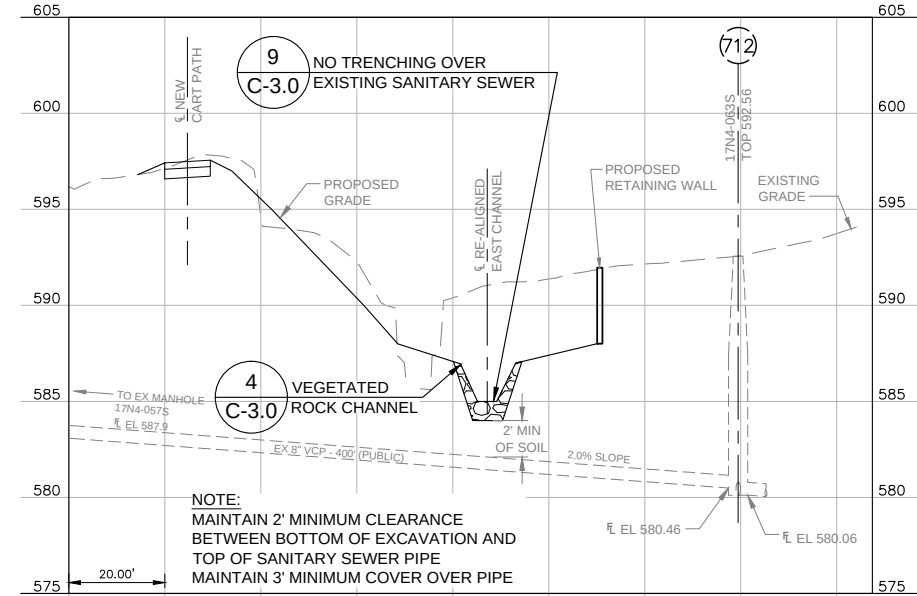
PLAN AND PROFILE

Sheet Number:



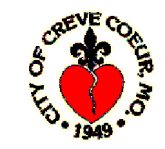
NOTES:

1. DRAIN POND BEFORE DREDGING.
2. GRADE TO DIRECT FLOW TO VEGETATED ROCK SLOPE
3. LIMITS OF DISTURBANCE:
THE CONTRACTOR SHALL STAY WITHIN THE LIMITS OF DISTURBANCE AS SHOWN ON THE PLANS AND MINIMIZE DISTURBANCE WITHIN THE WORK AREA WHEREVER POSSIBLE.



PROPOSED EAST CHANNEL CENTERLINE PROFILE

MSD P# - P29963-00, BASEMAP 17N4



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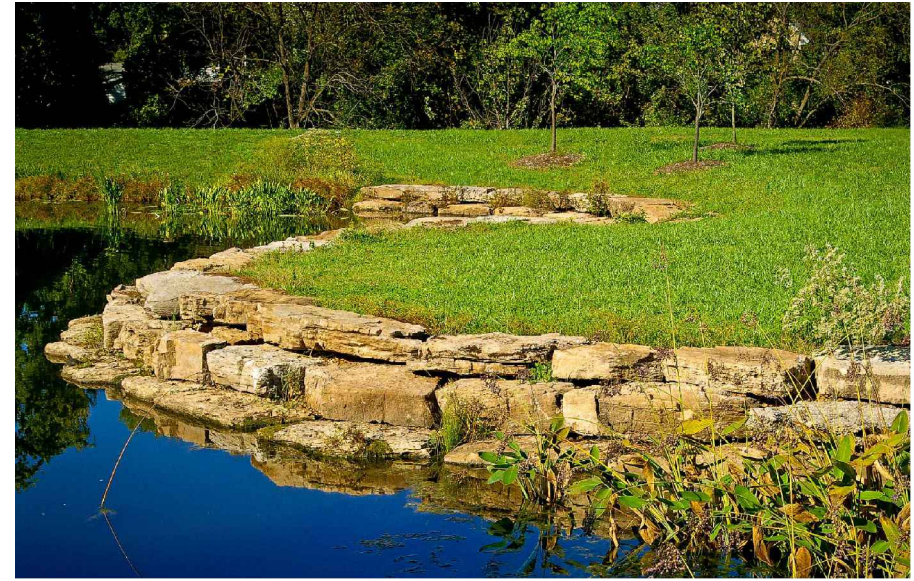
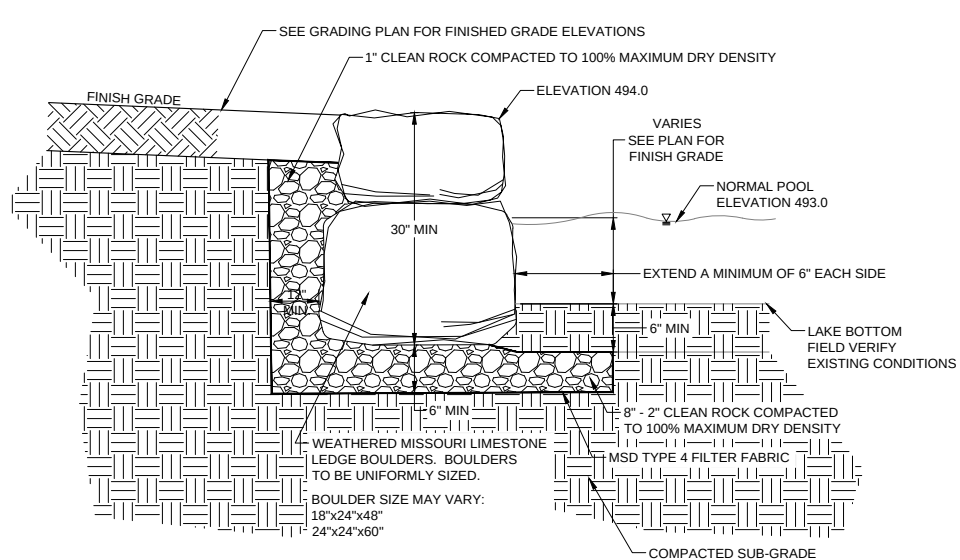


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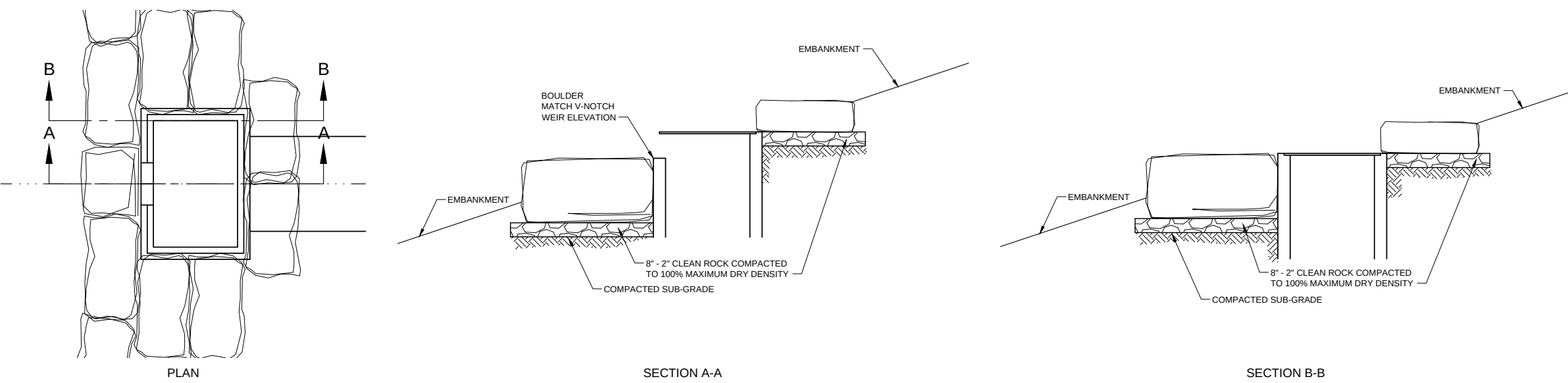
LANDSCAPE
DETAILS

Sheet Number:



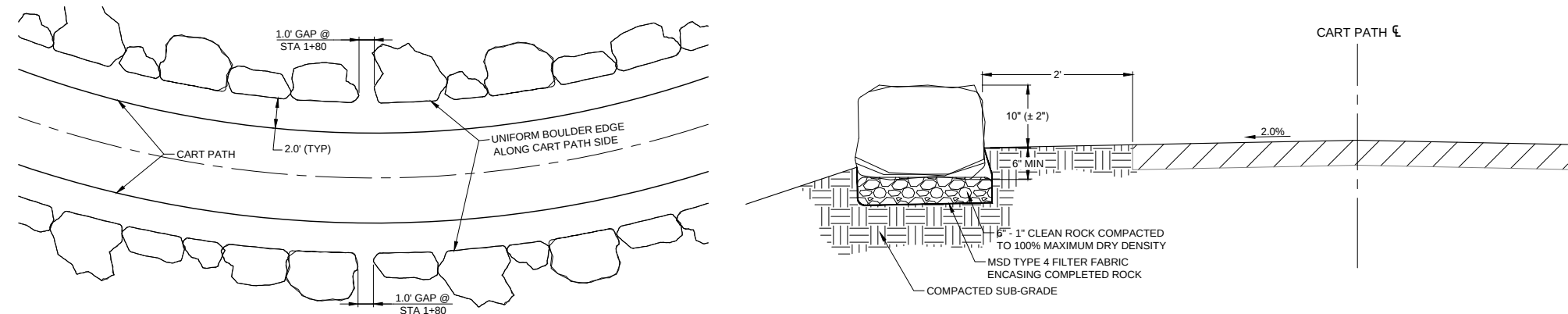
12 BOULDER LAKE EDGE DETAIL

(FOR REFERENCE ONLY) NTS



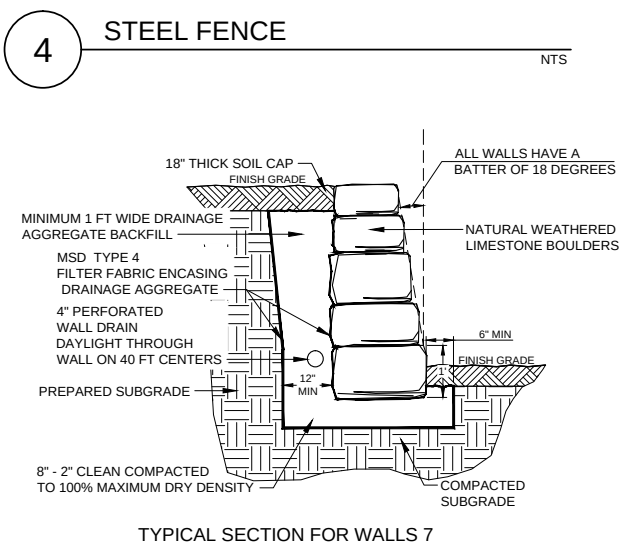
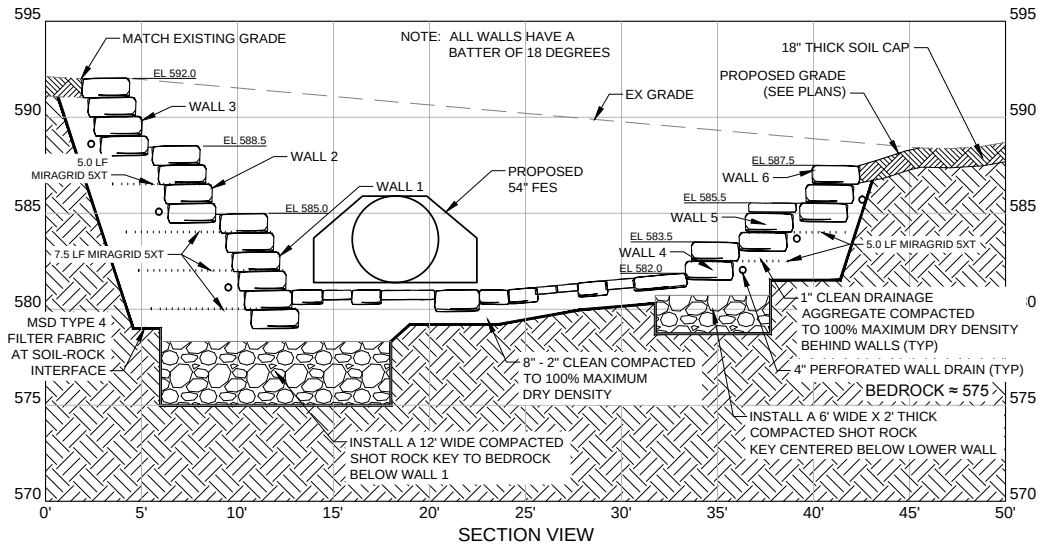
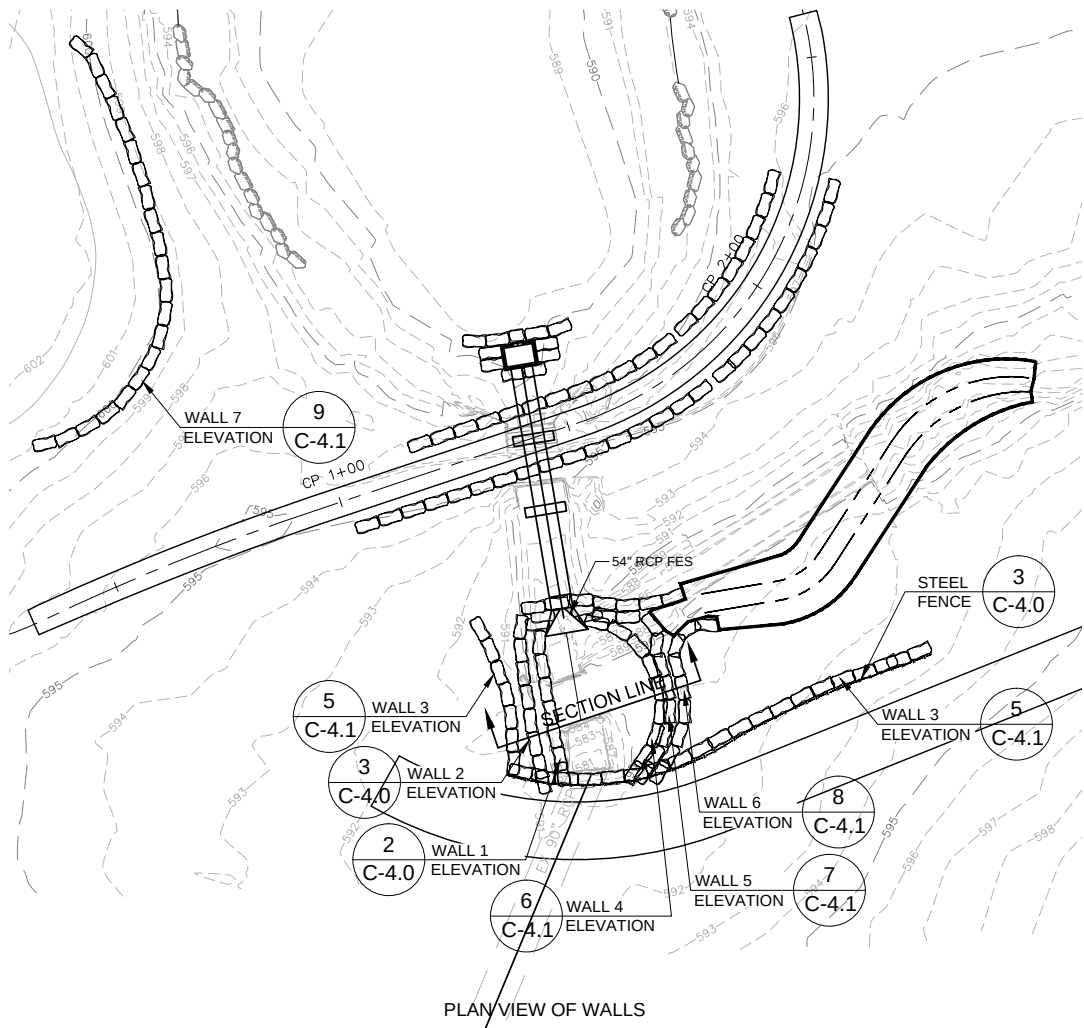
13 DECORATIVE BOULDERS AT POND RISER

NTS

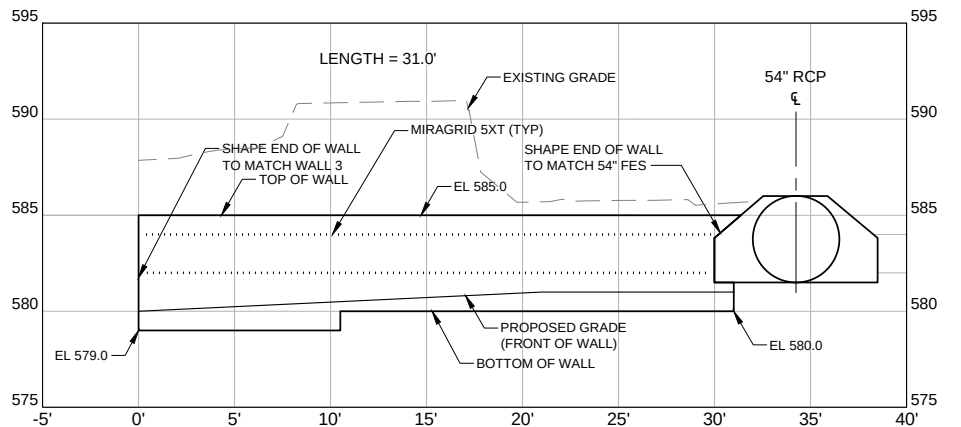


14 DECORATIVE BOULDER EDGE CART PATH DETAIL

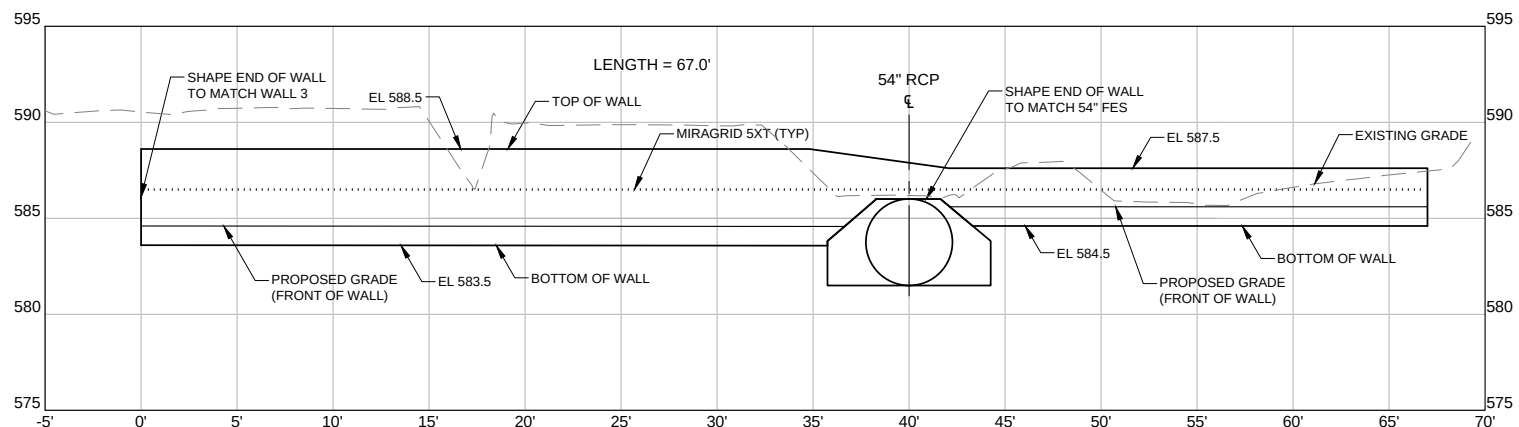
NTS



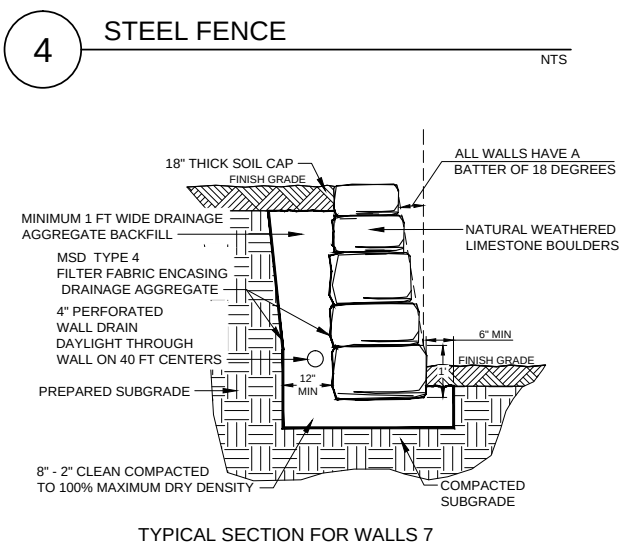
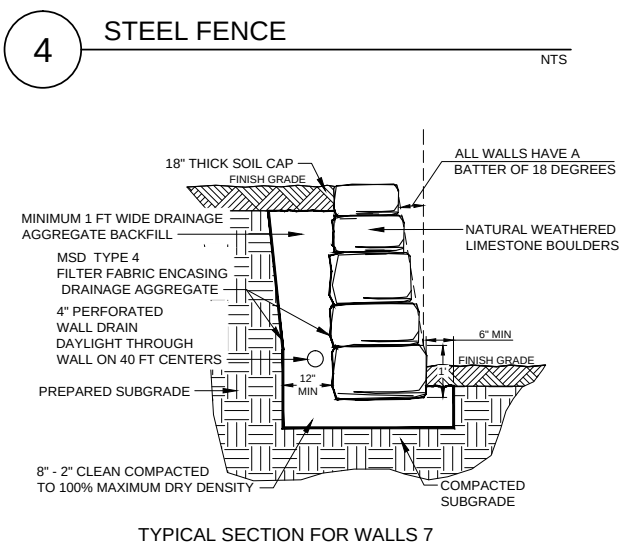
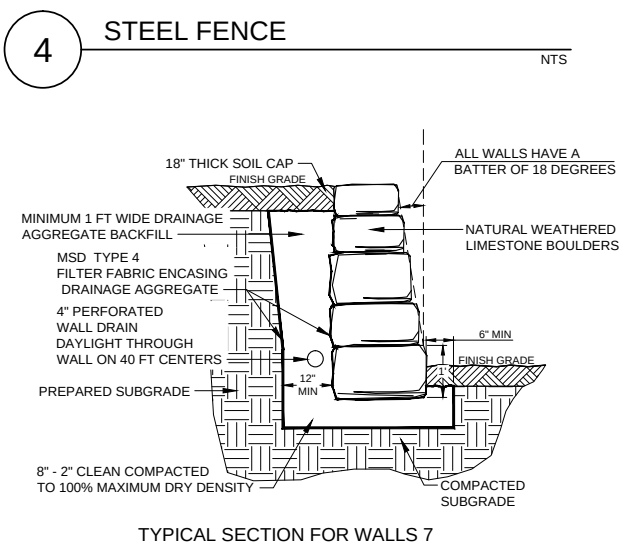
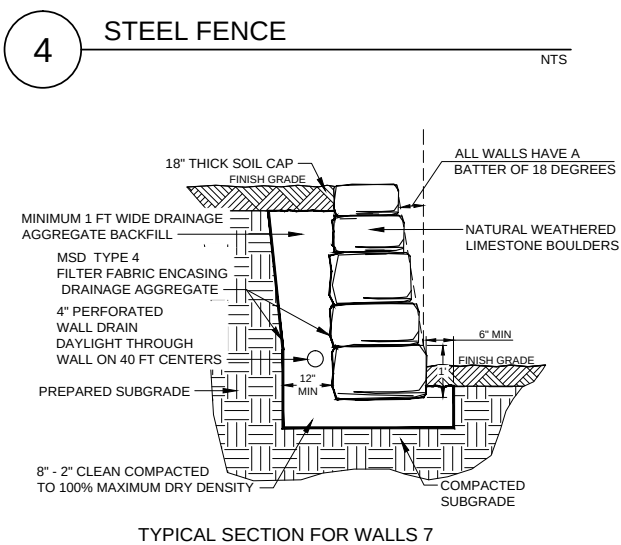
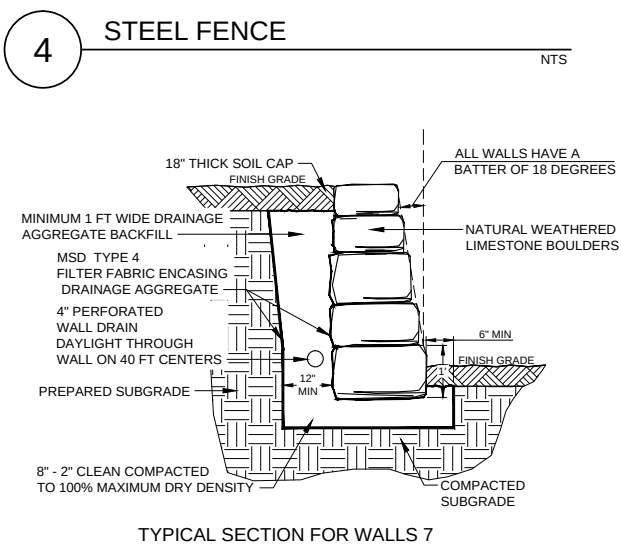
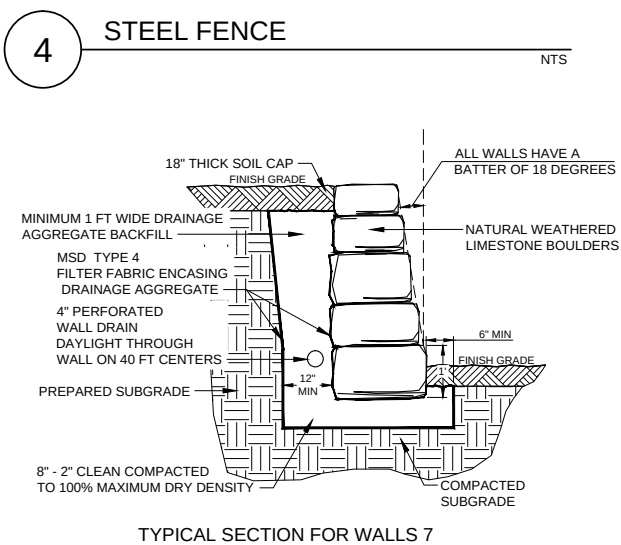
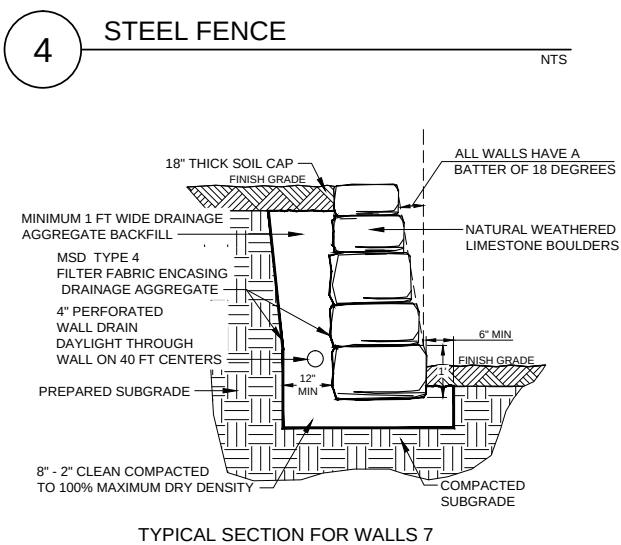
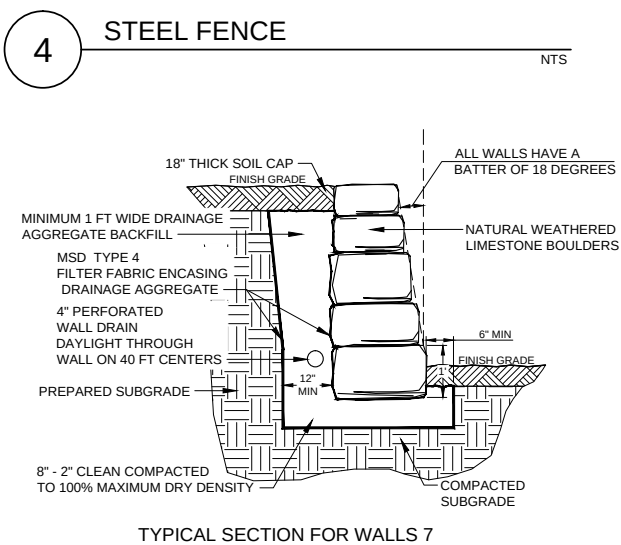
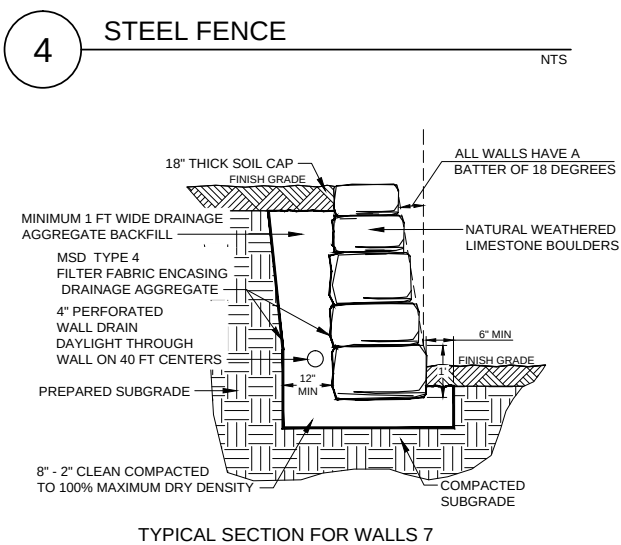
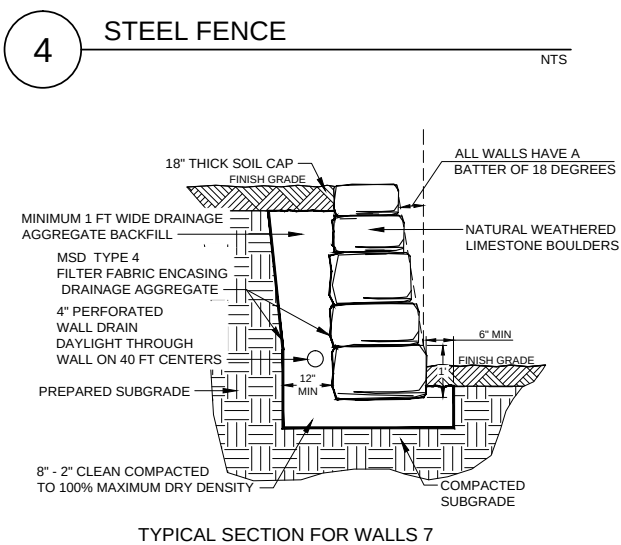
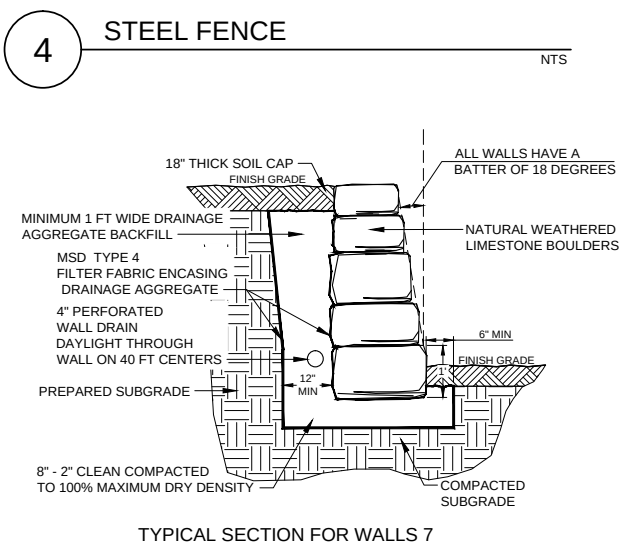
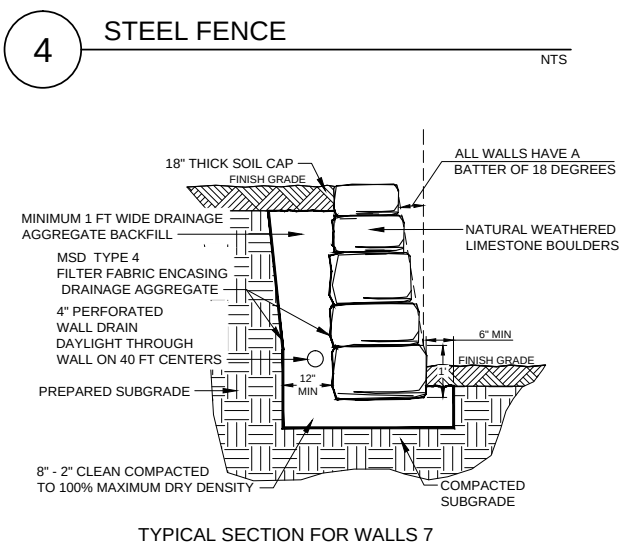
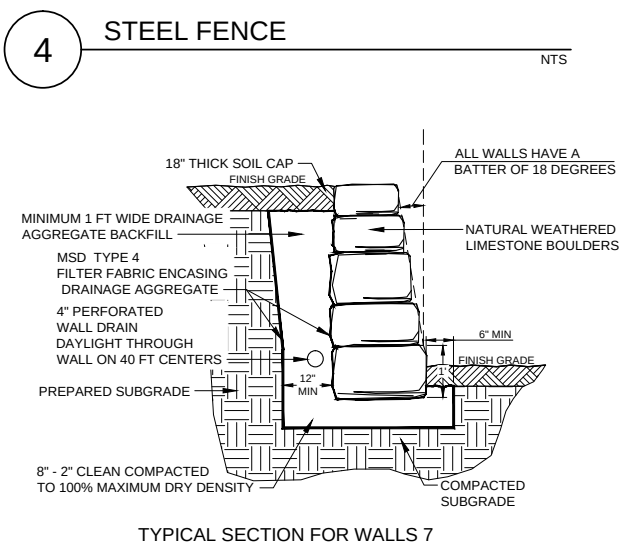
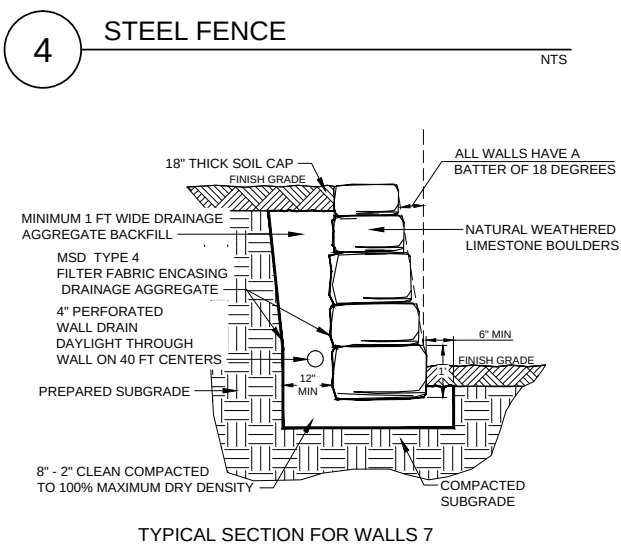
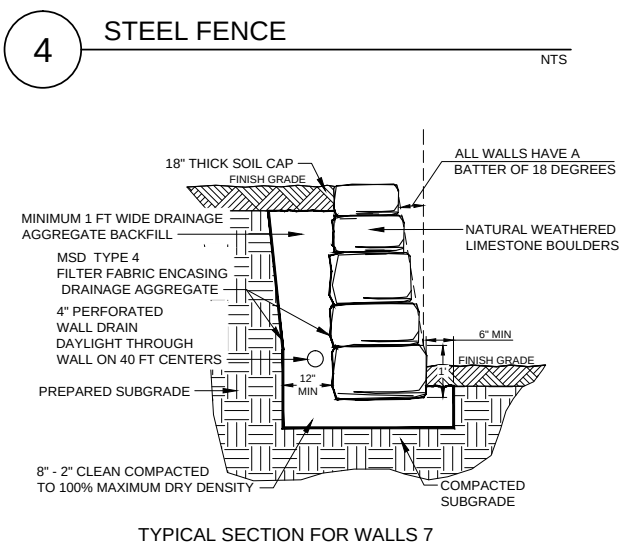
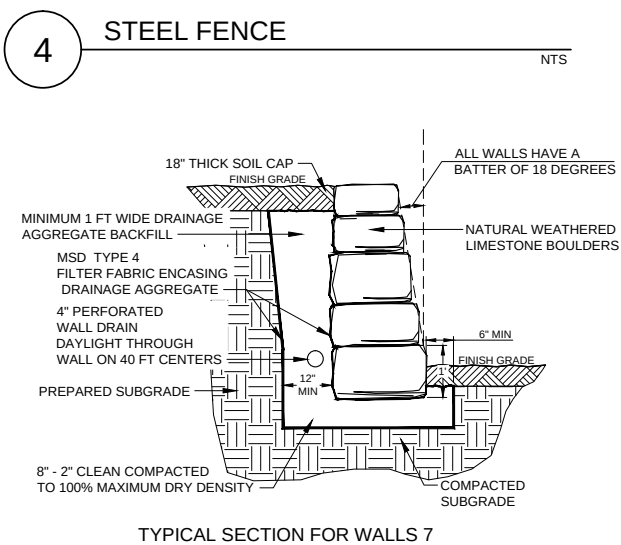
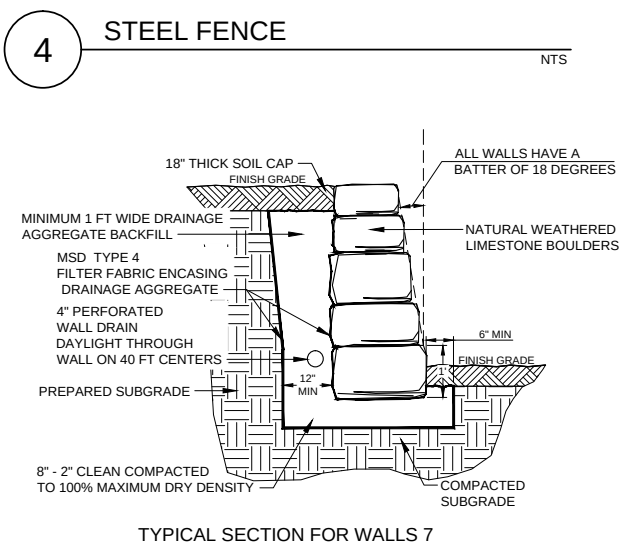
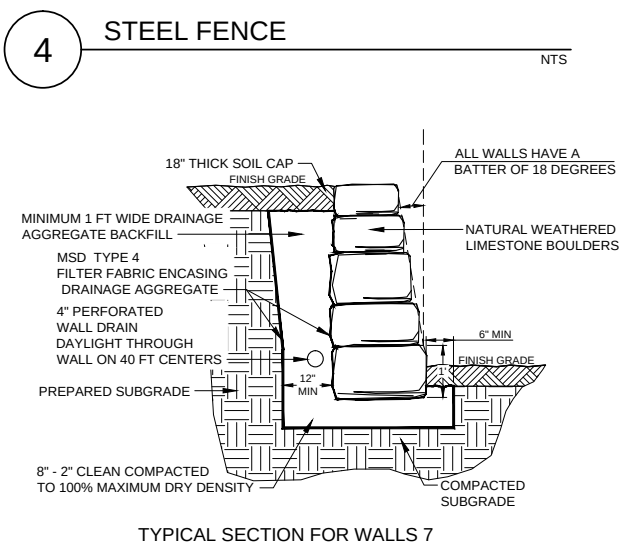
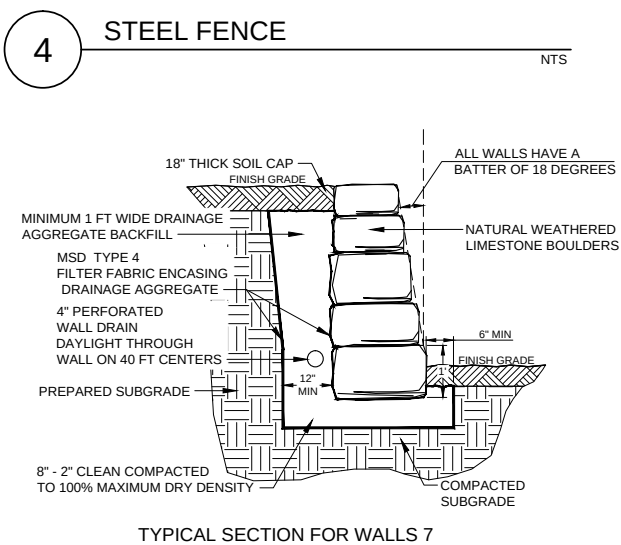
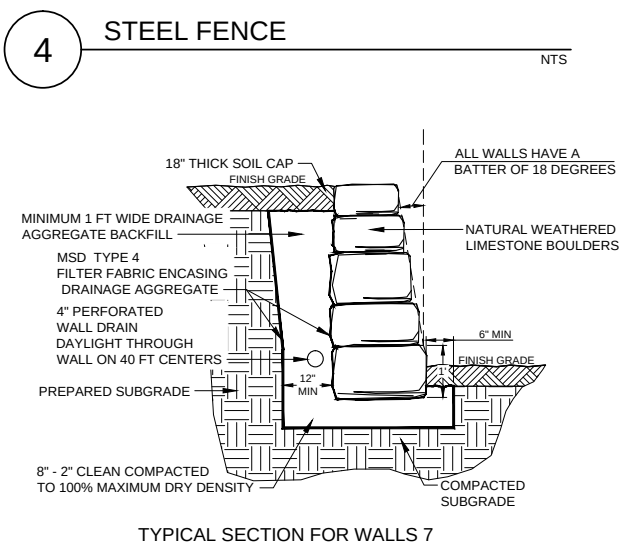
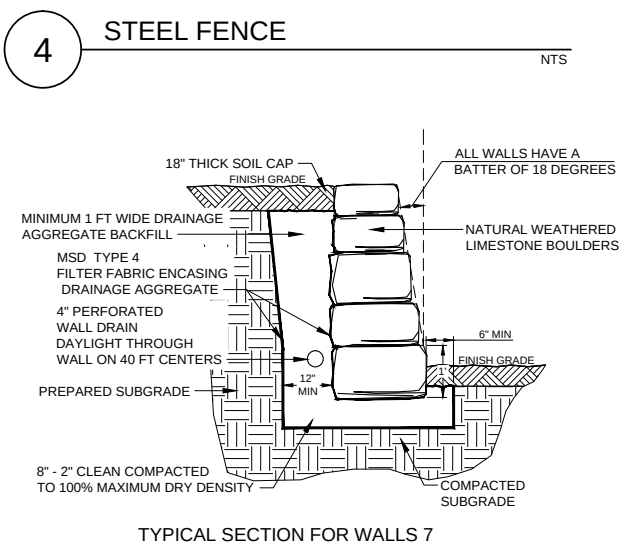
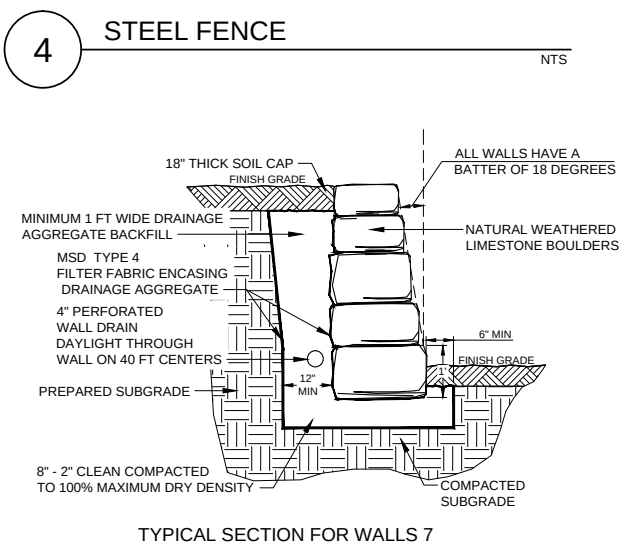
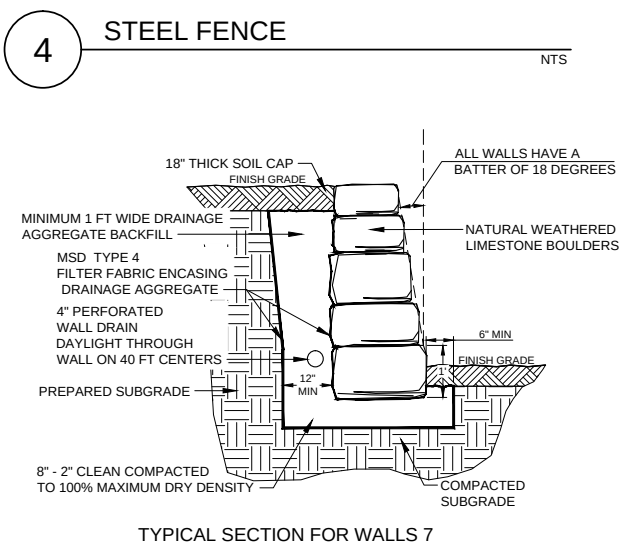
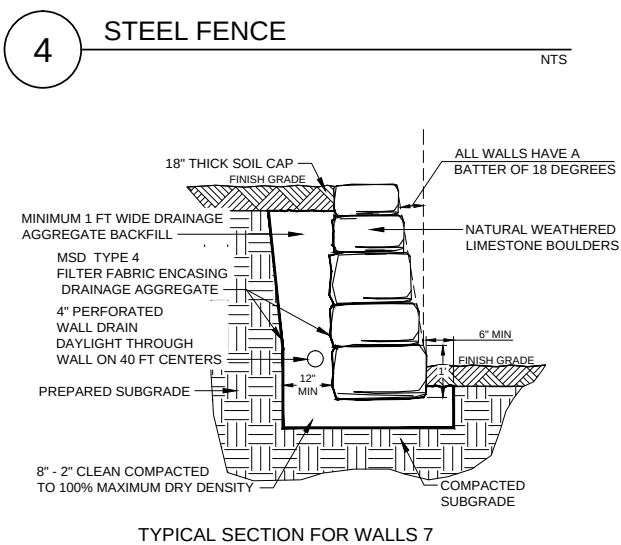
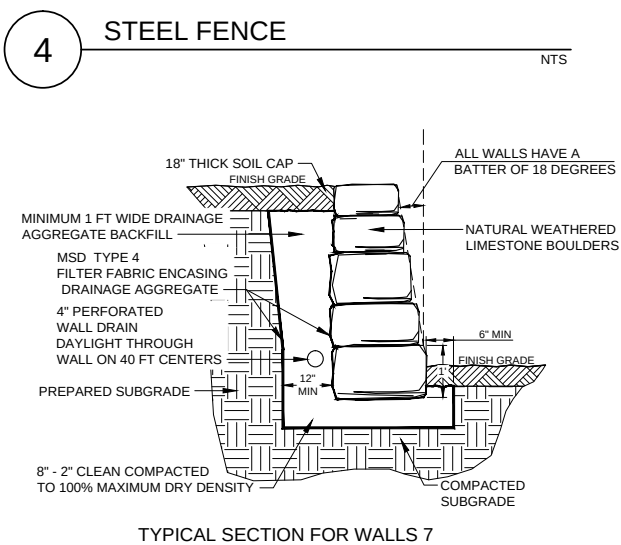
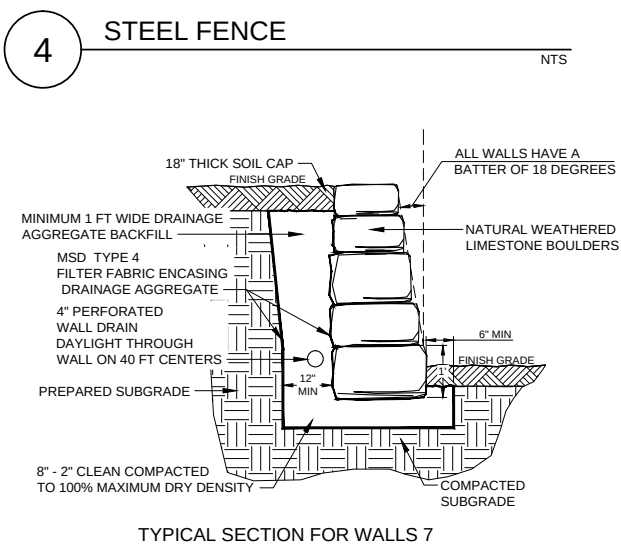
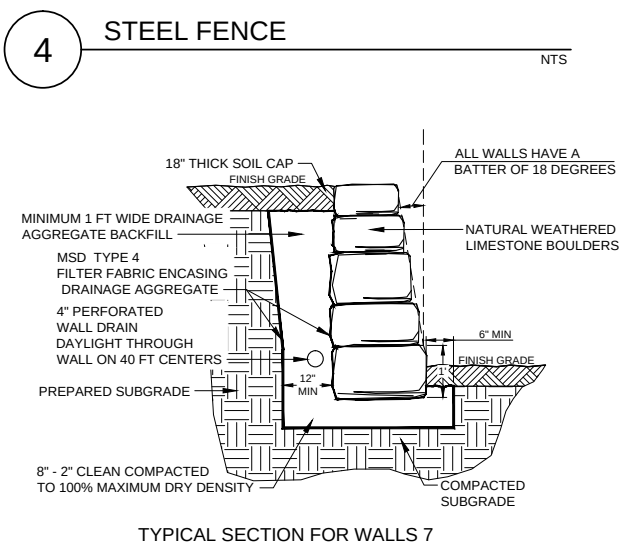
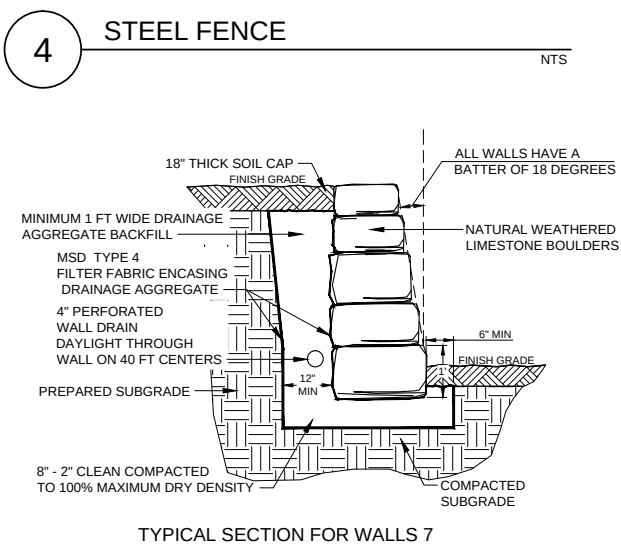
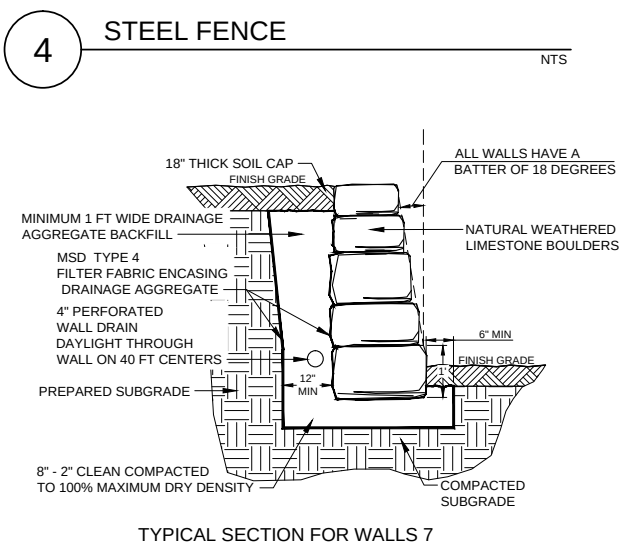
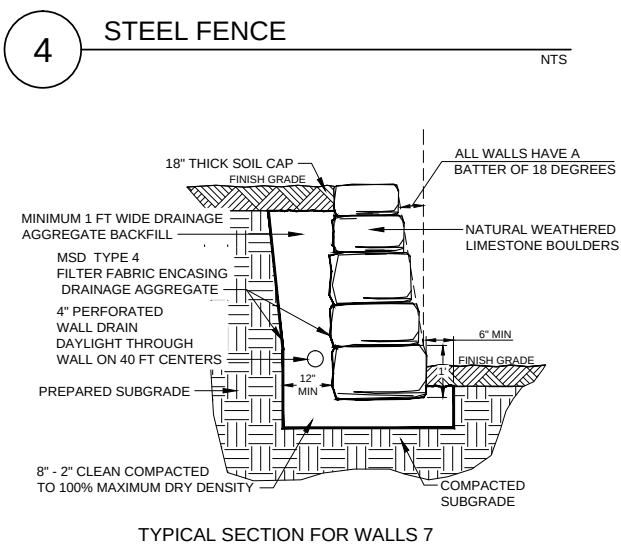
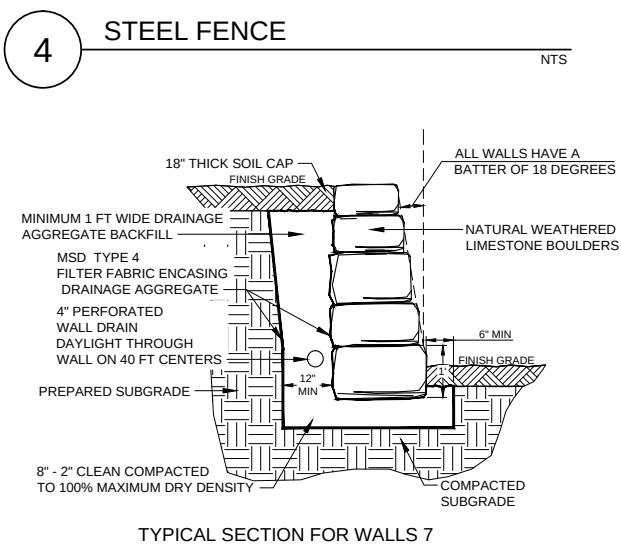
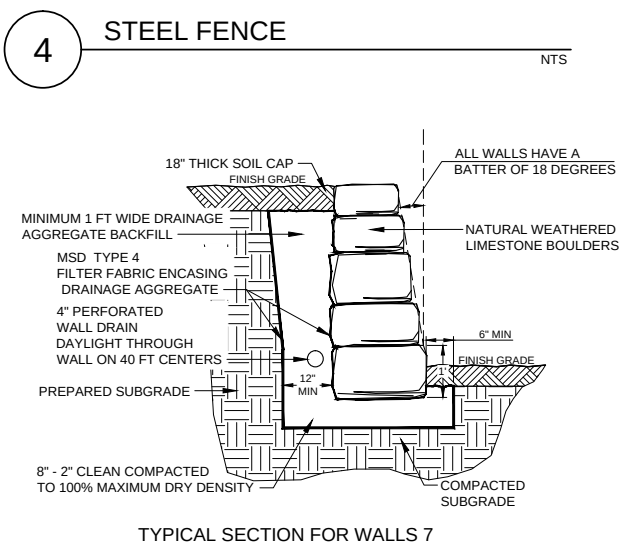
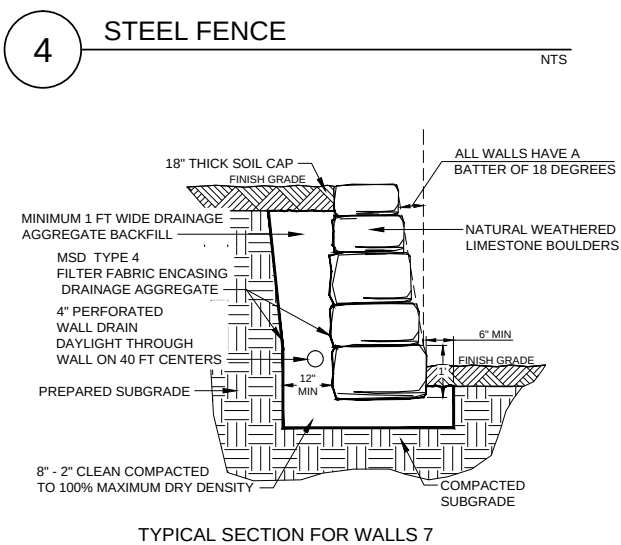
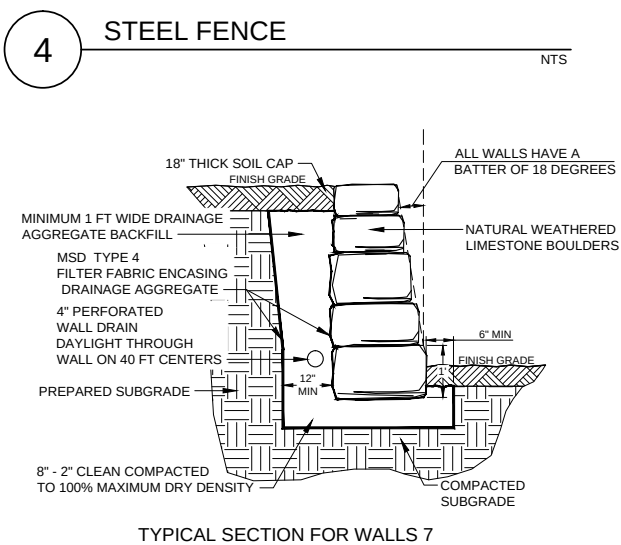
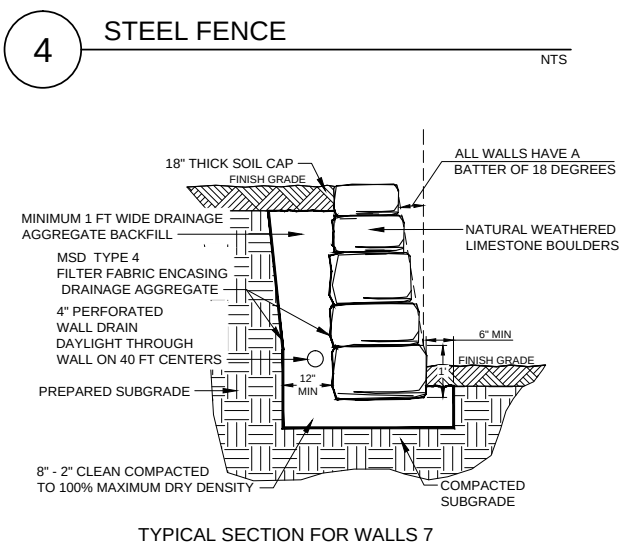
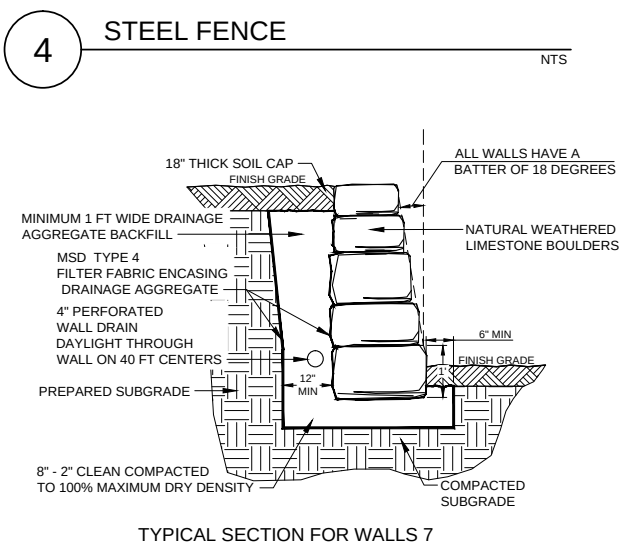
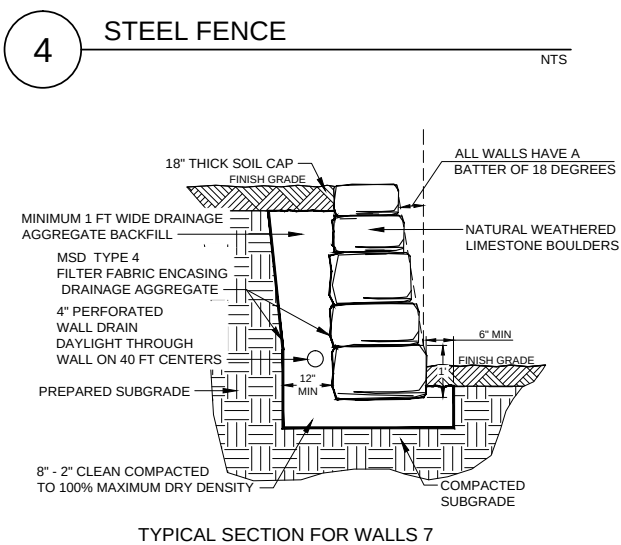
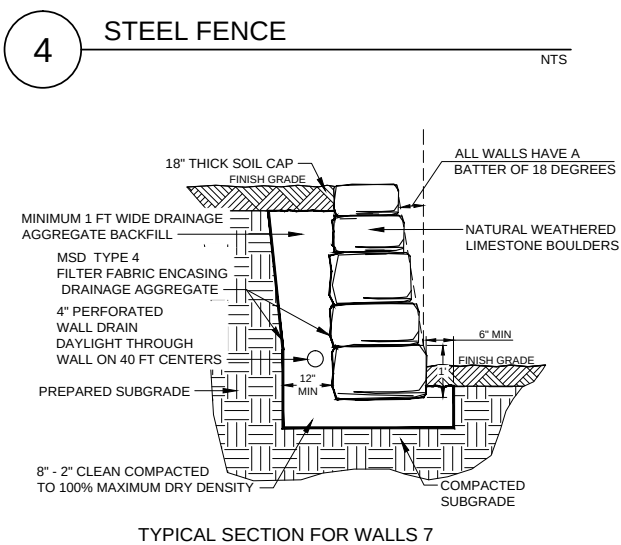
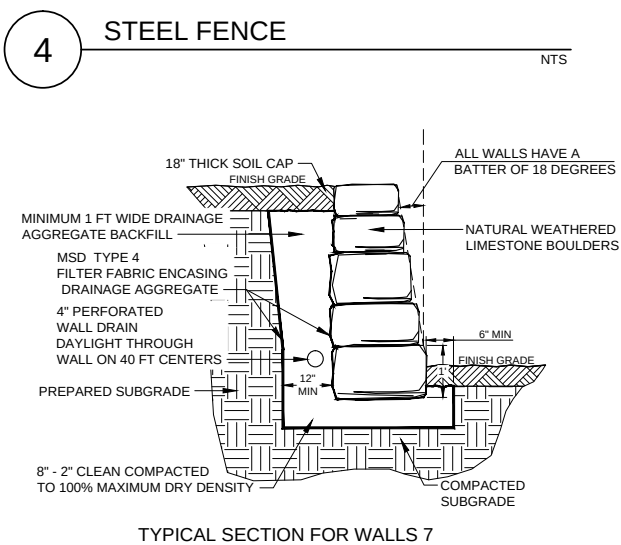
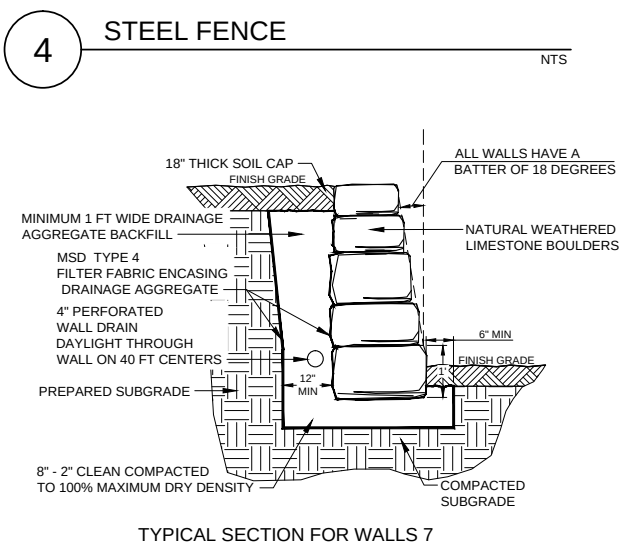
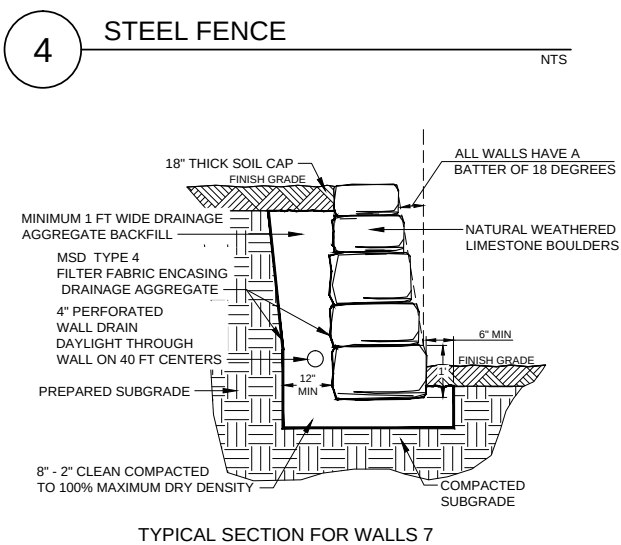
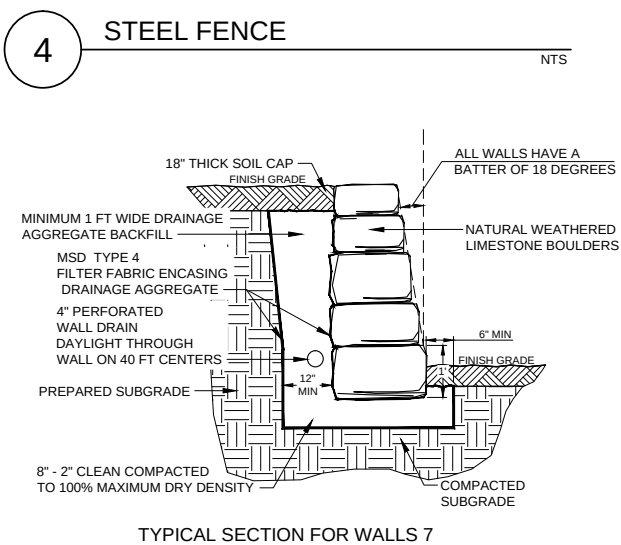
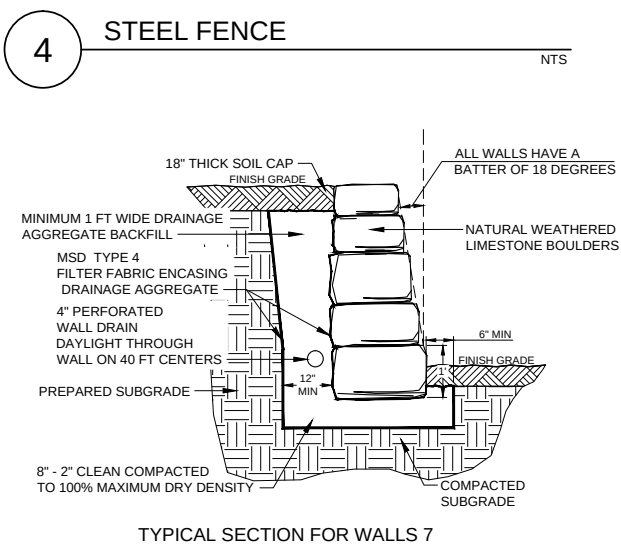
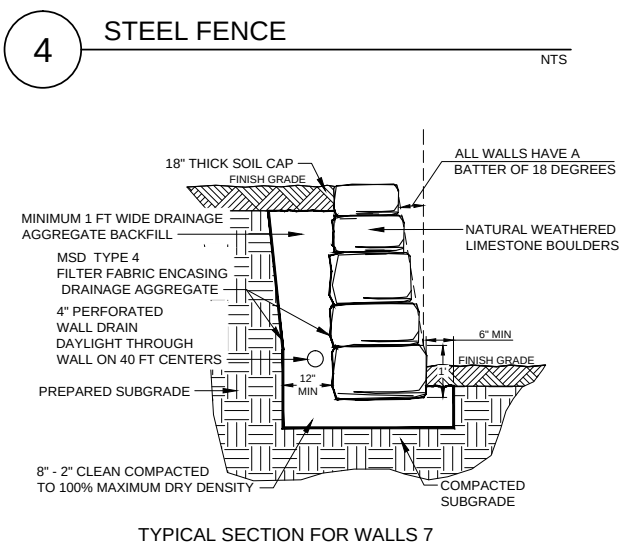
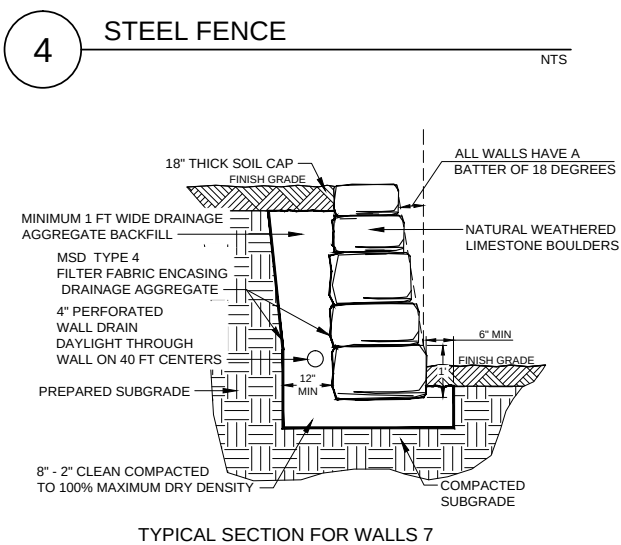
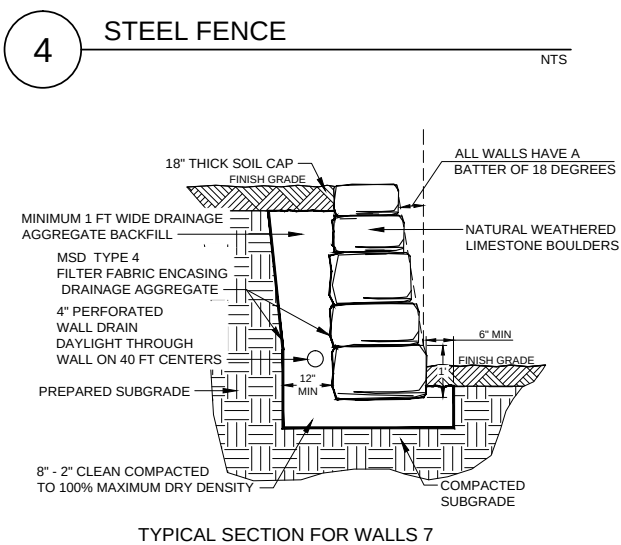
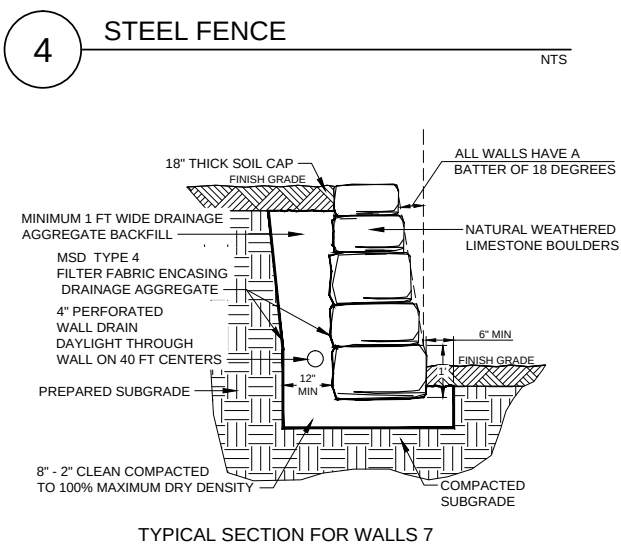
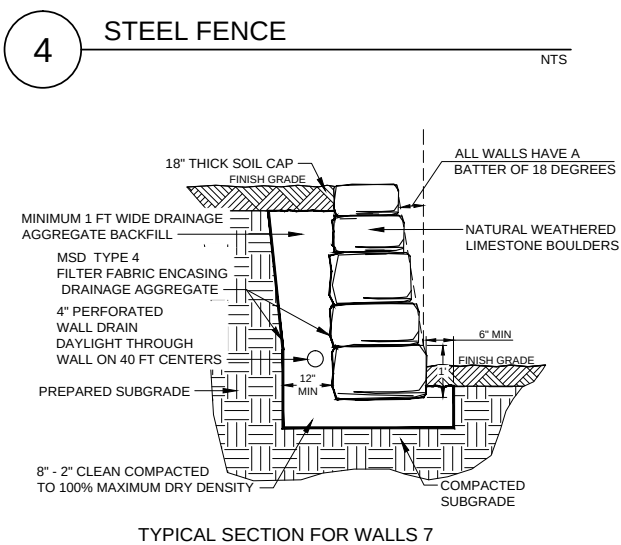
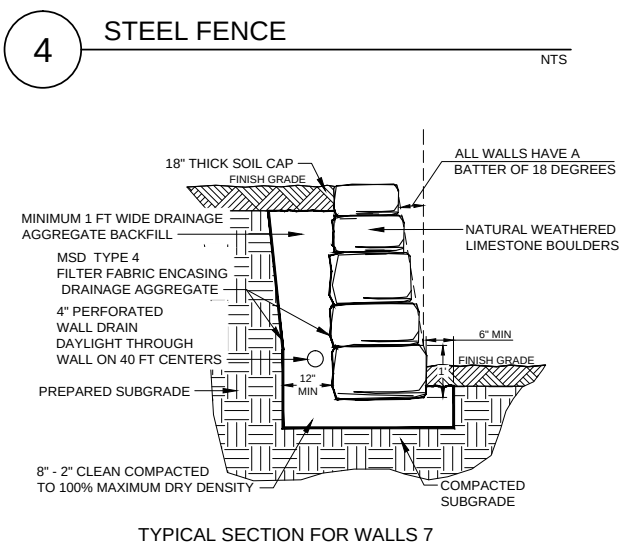
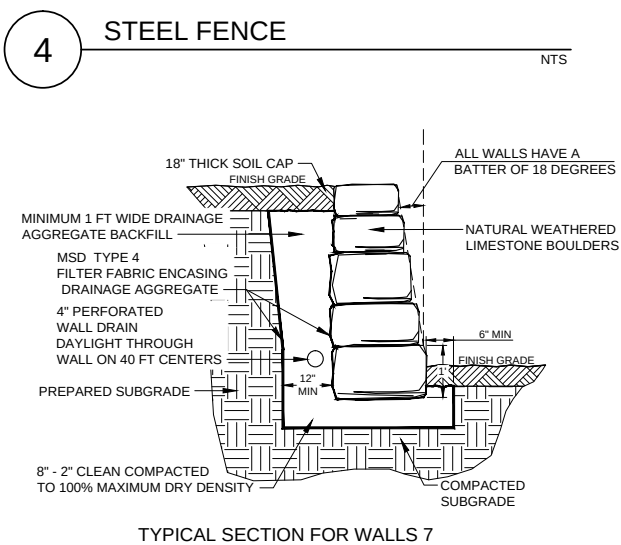
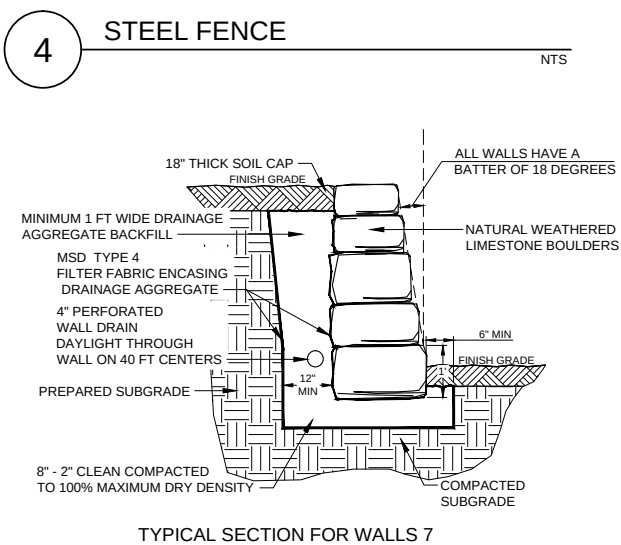
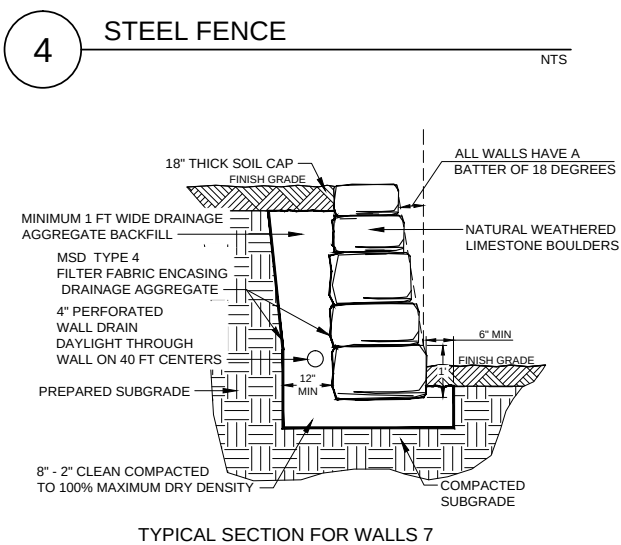
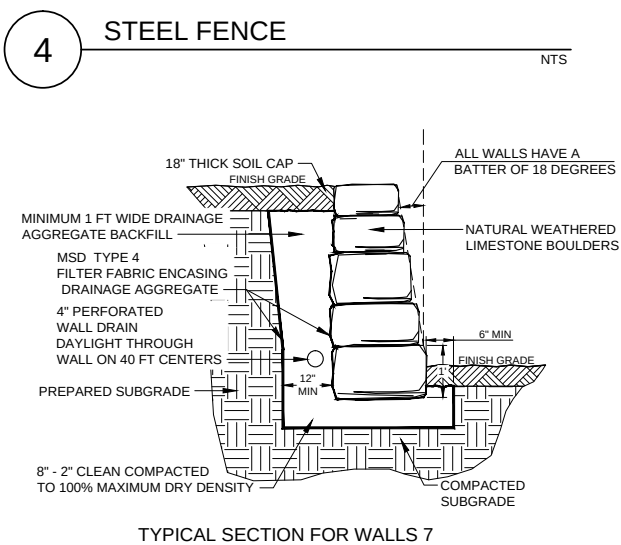
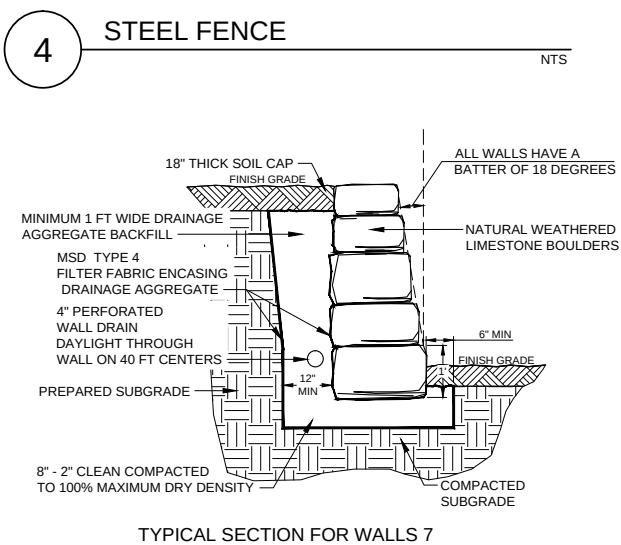
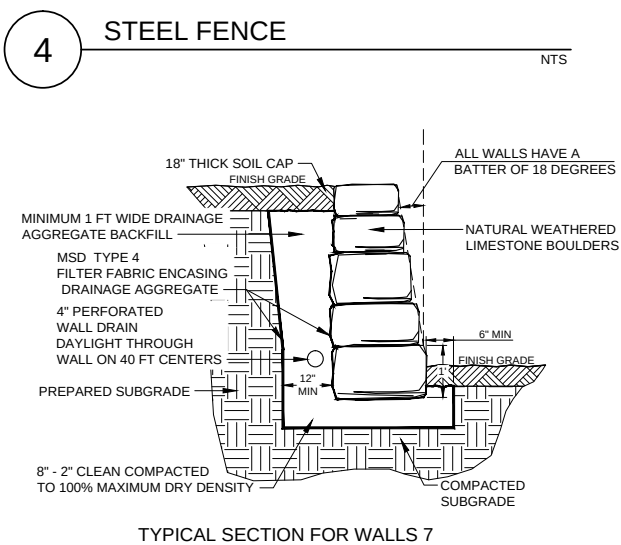
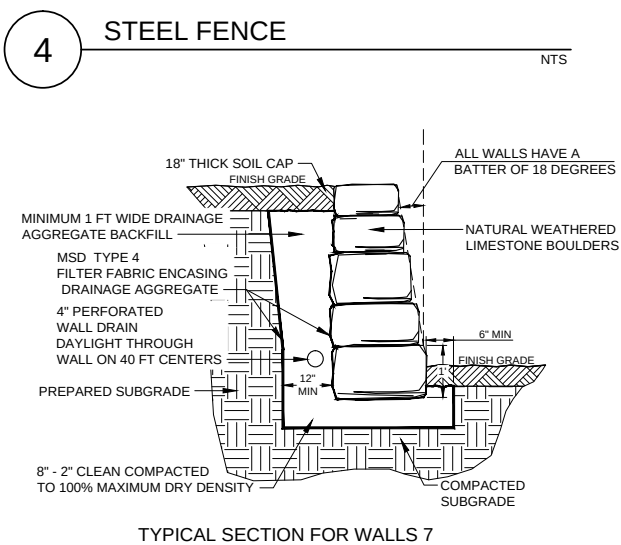
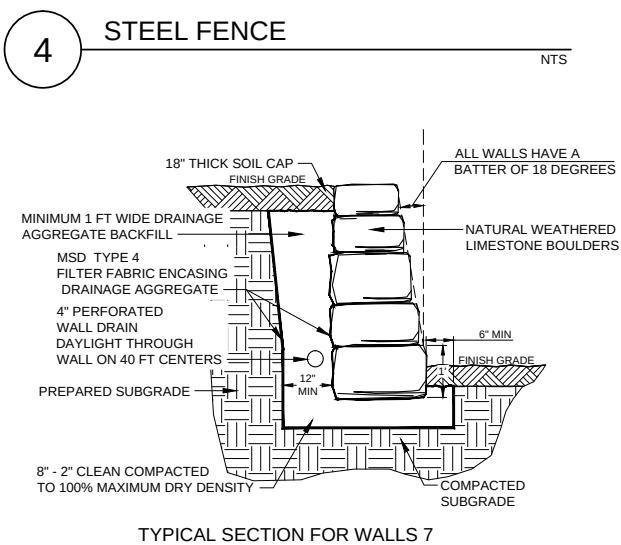
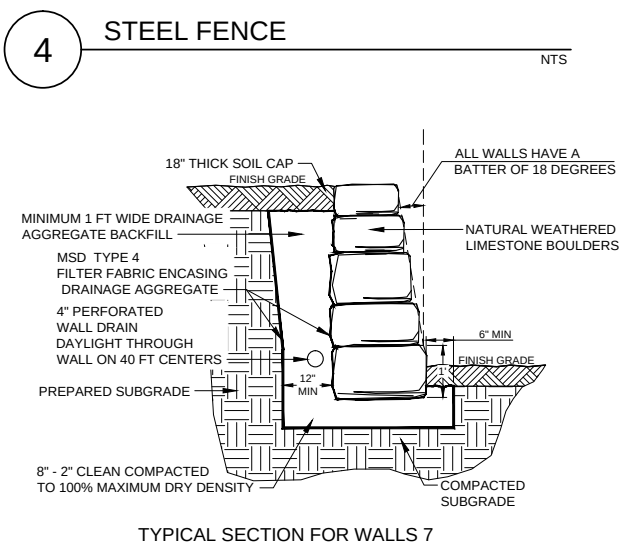
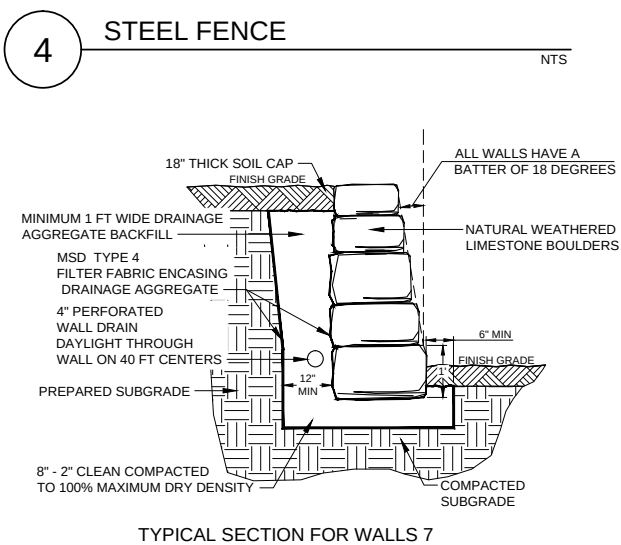
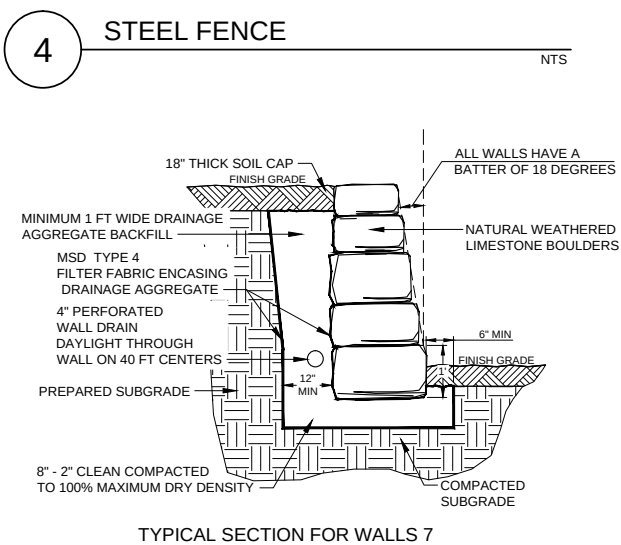
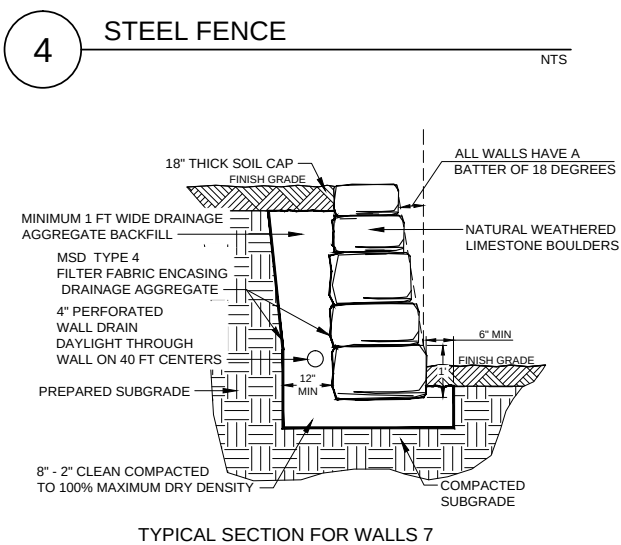
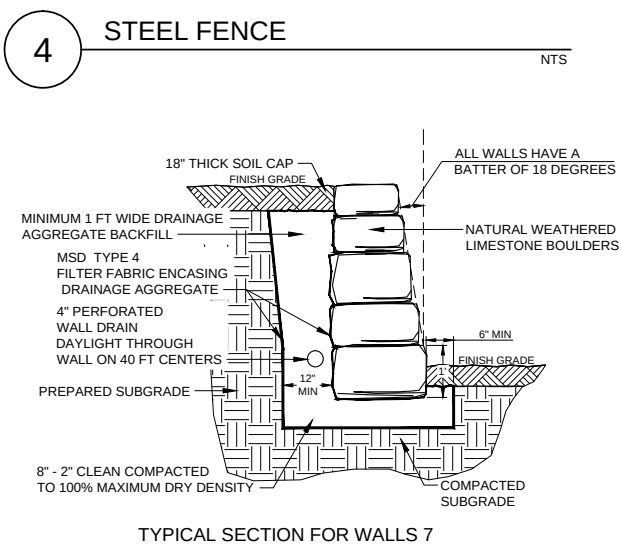
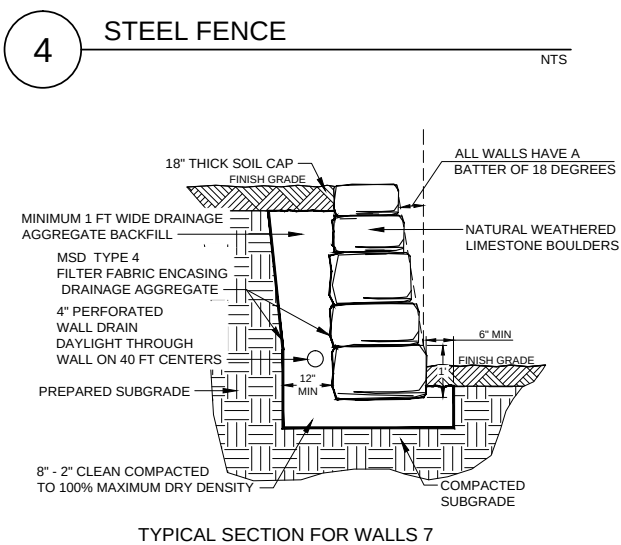
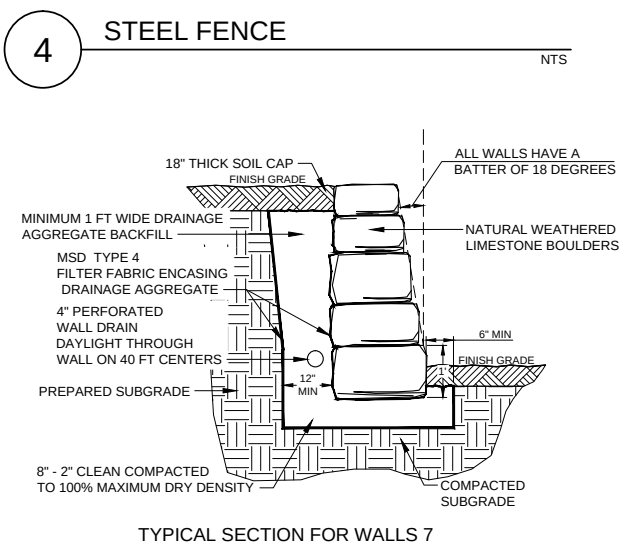
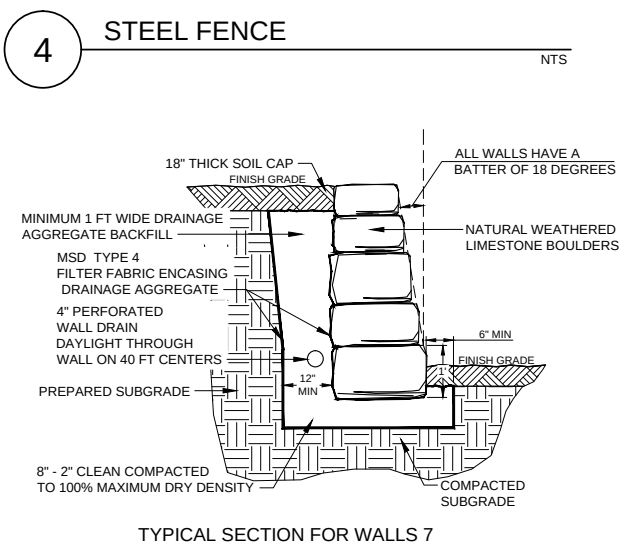
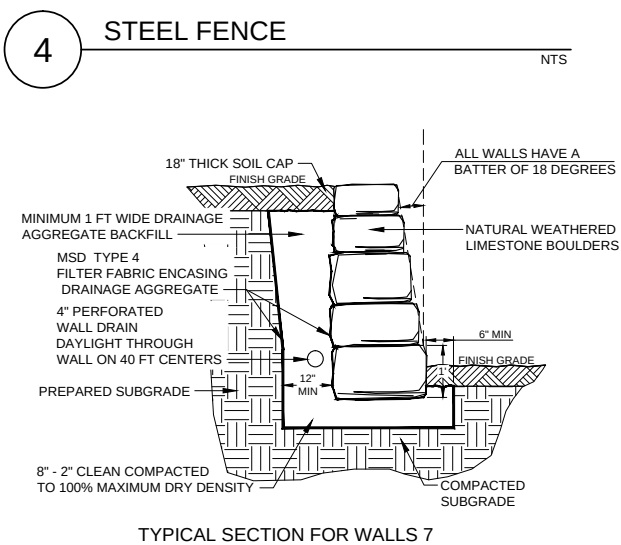
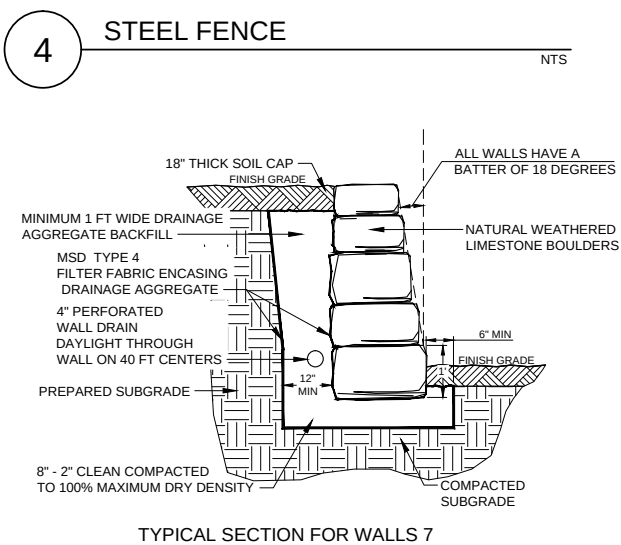
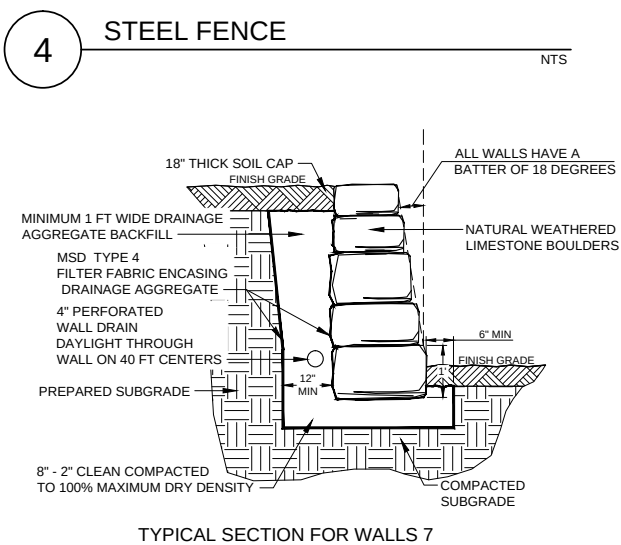
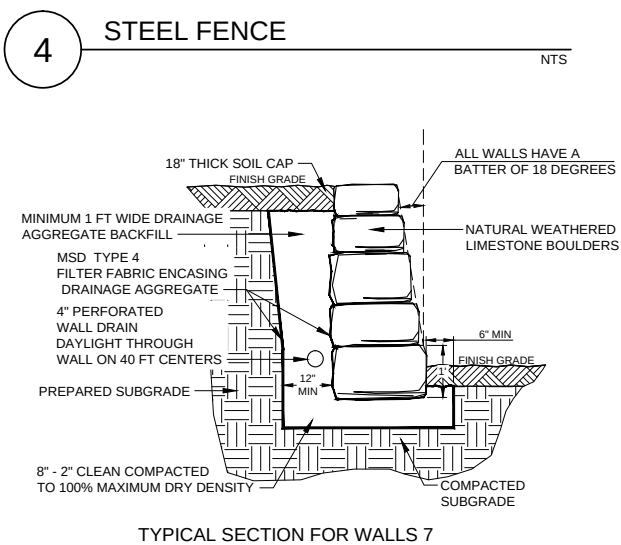
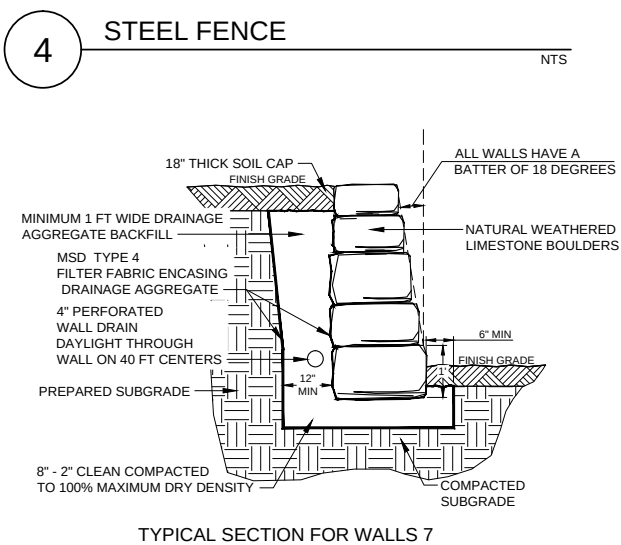
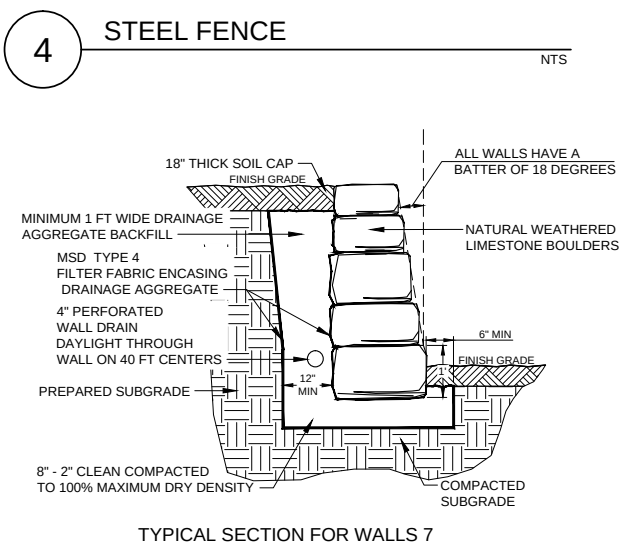
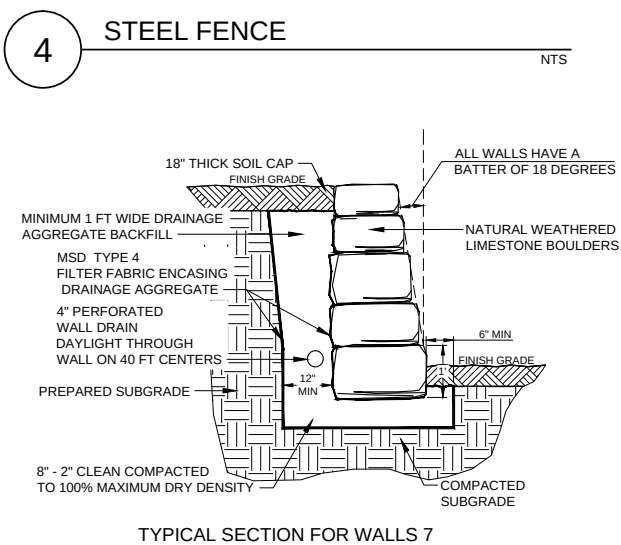
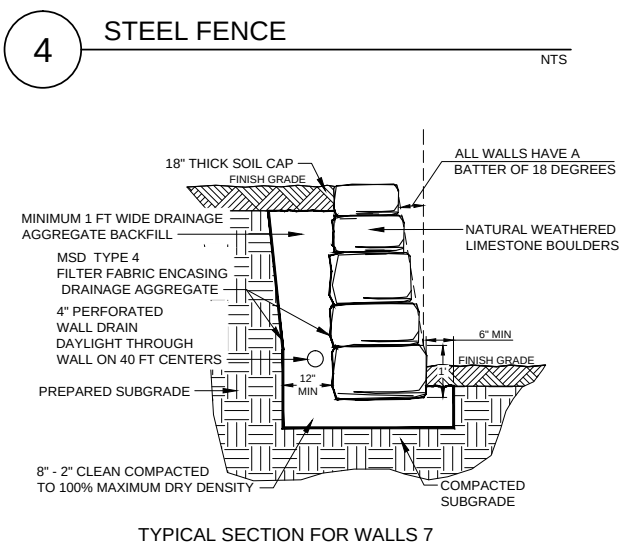
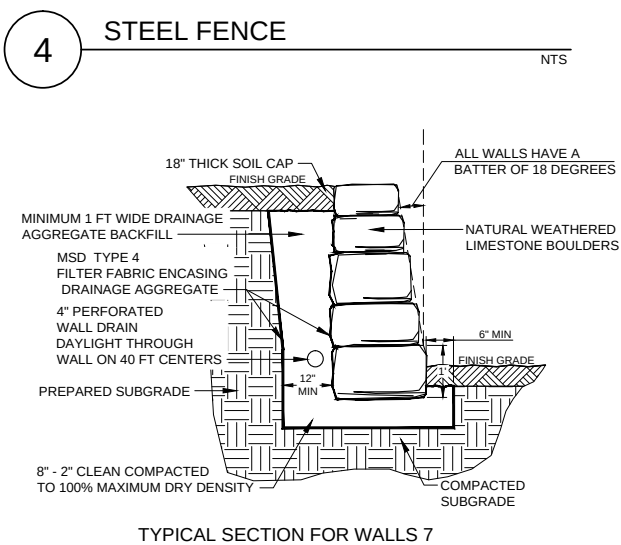
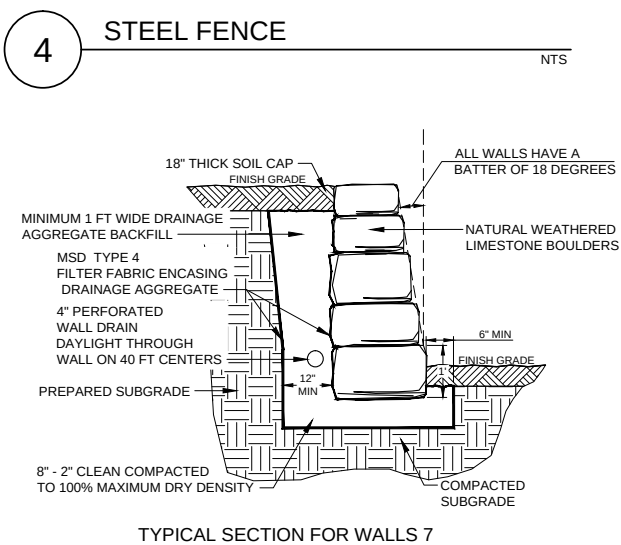
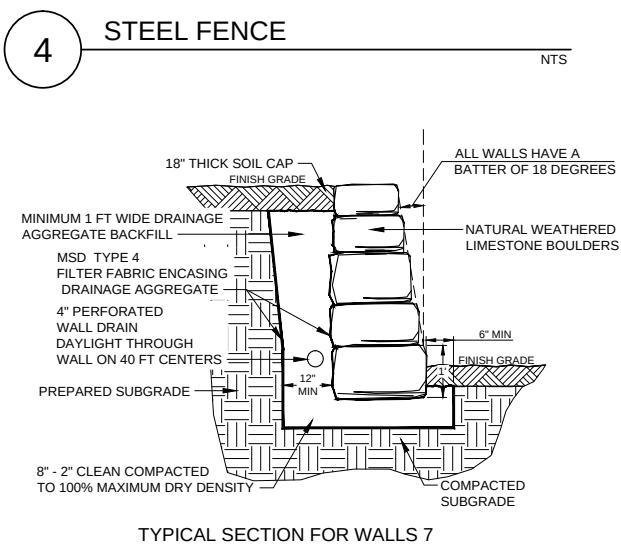
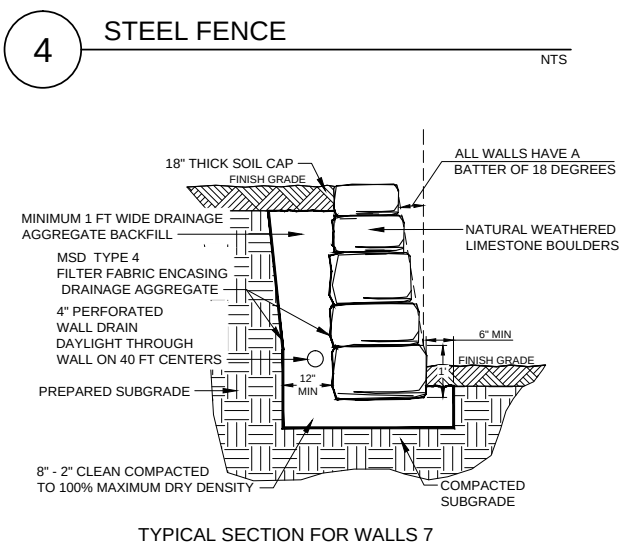
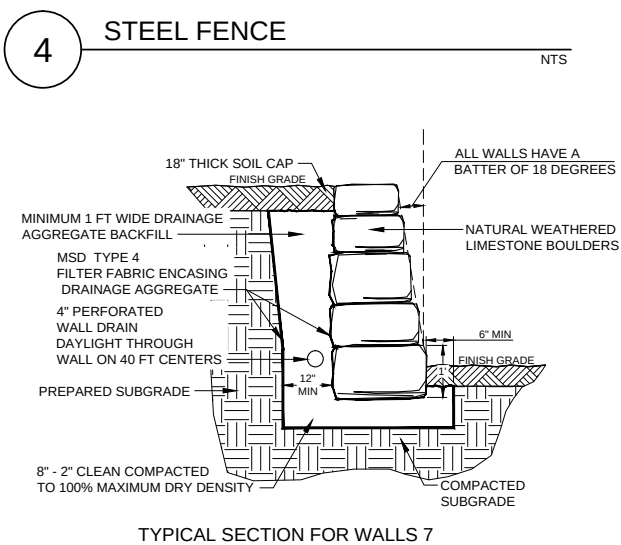
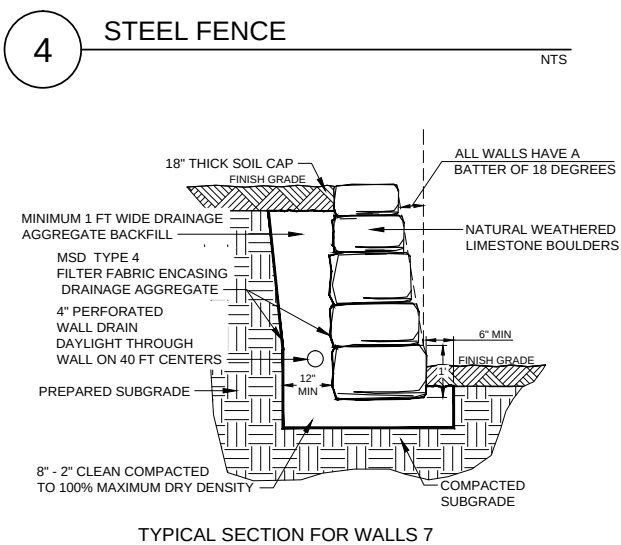
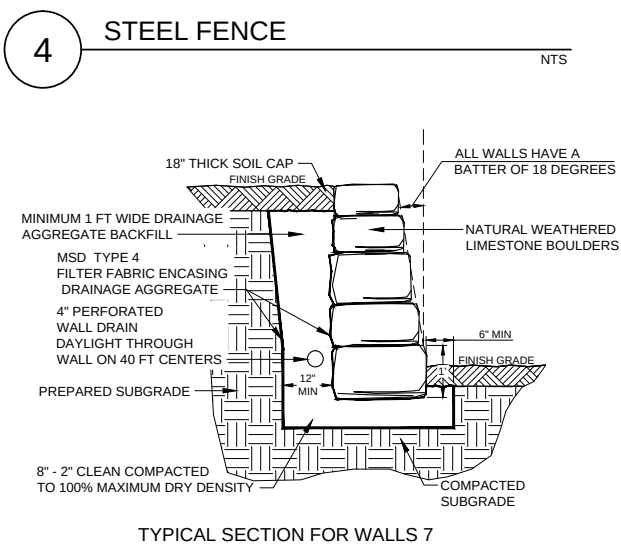
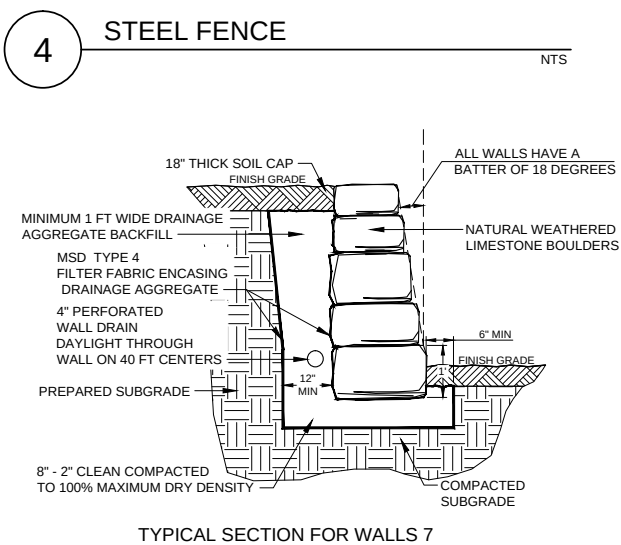
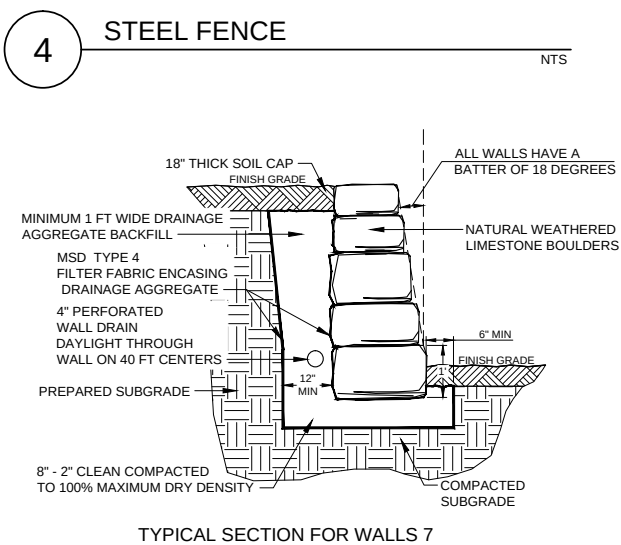
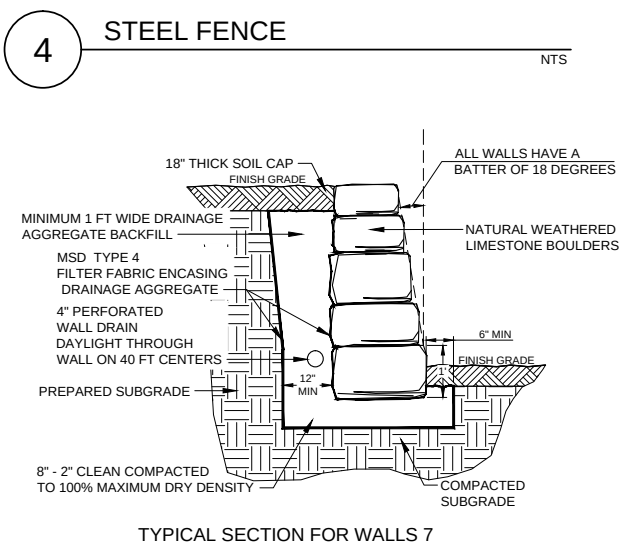
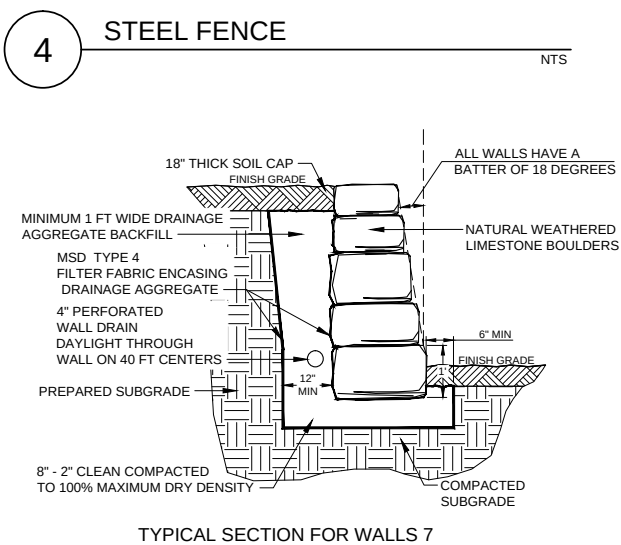
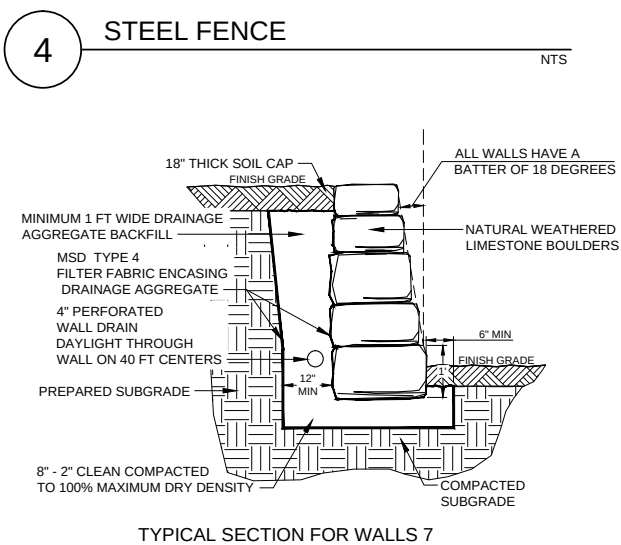
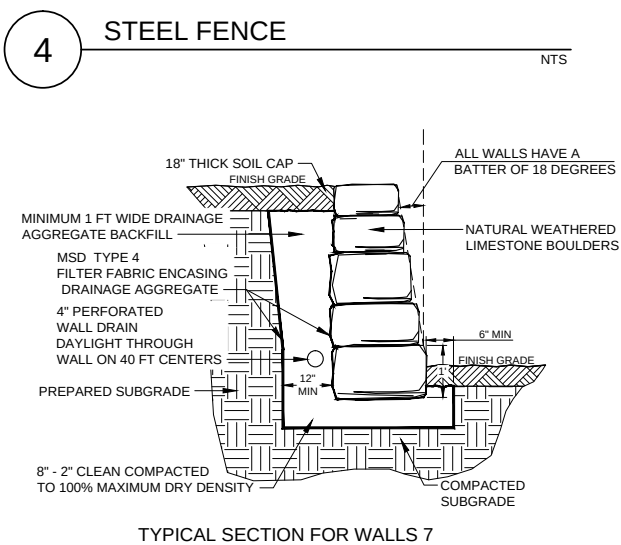
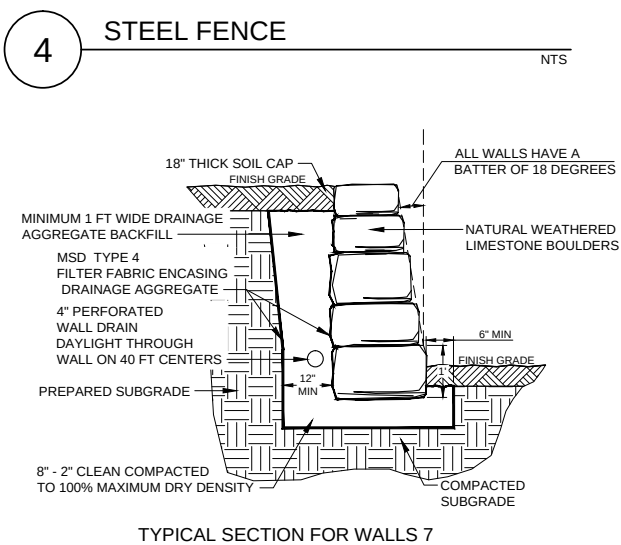
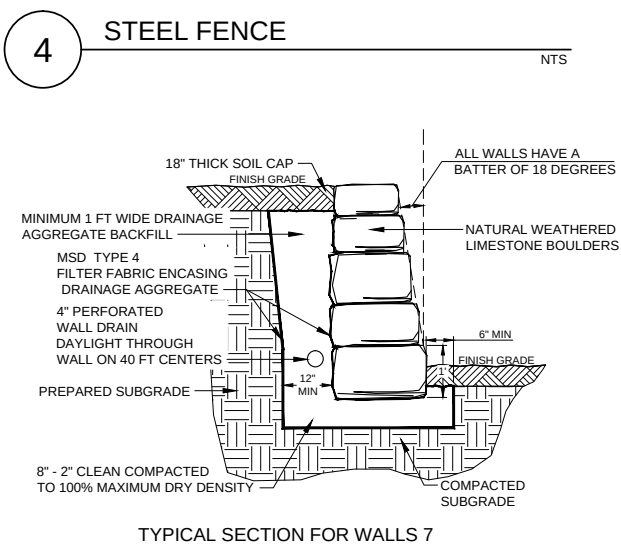
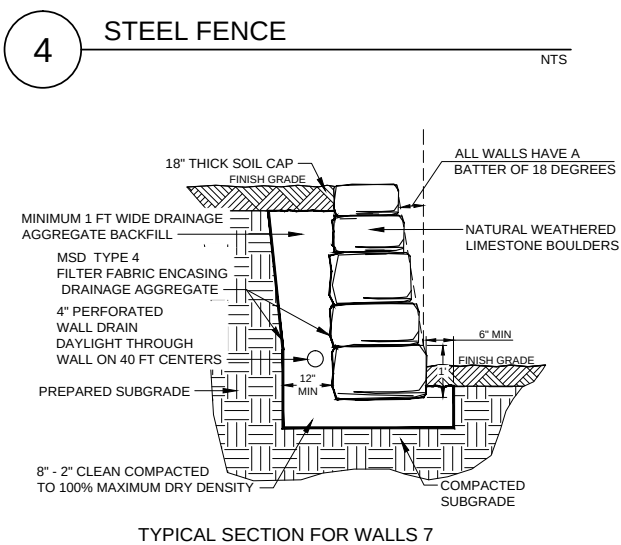
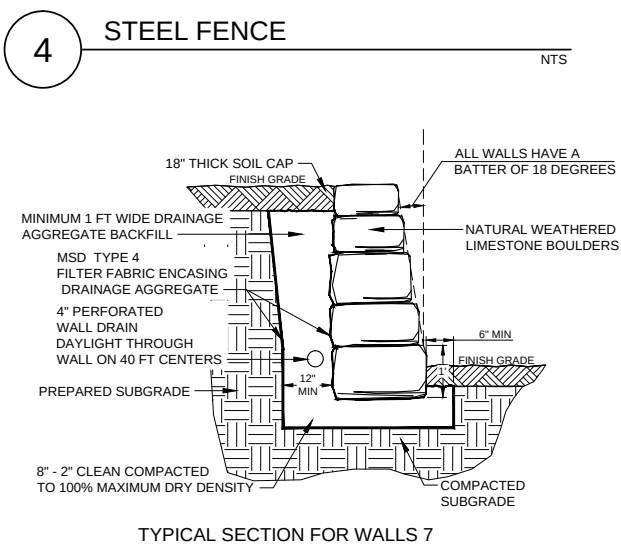
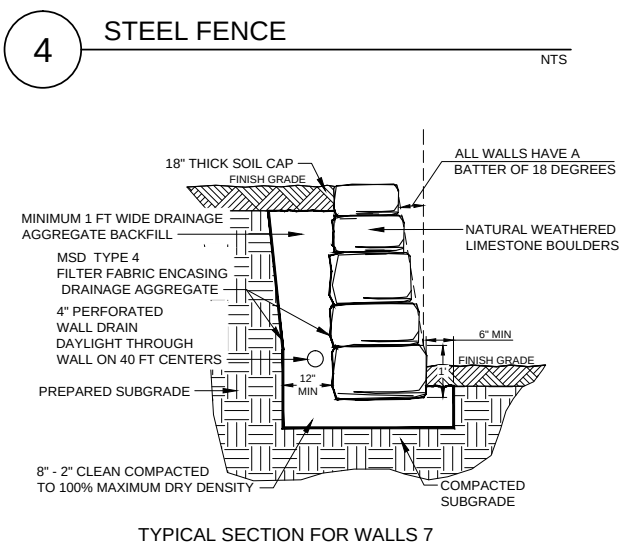
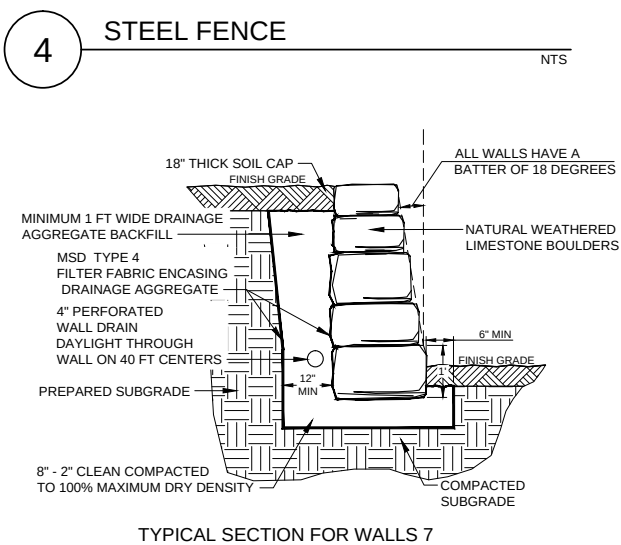
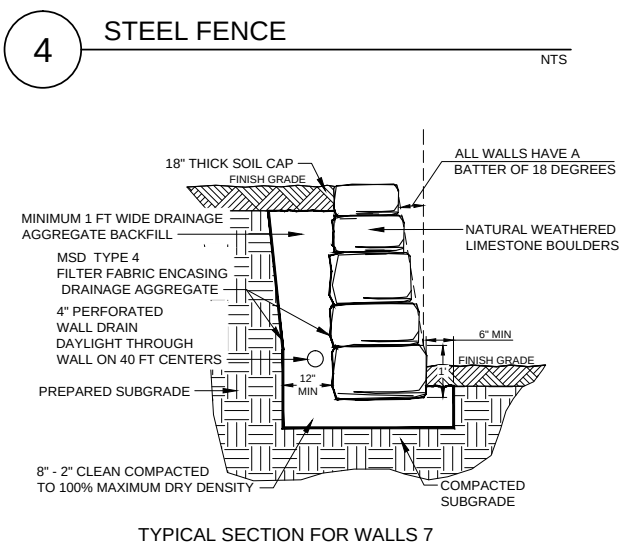
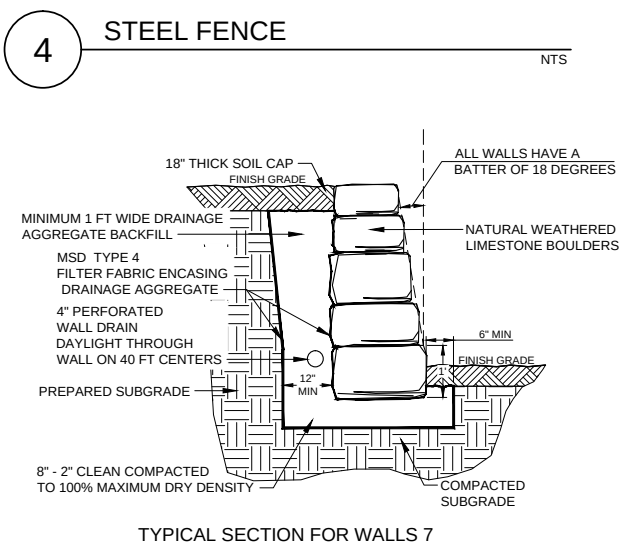
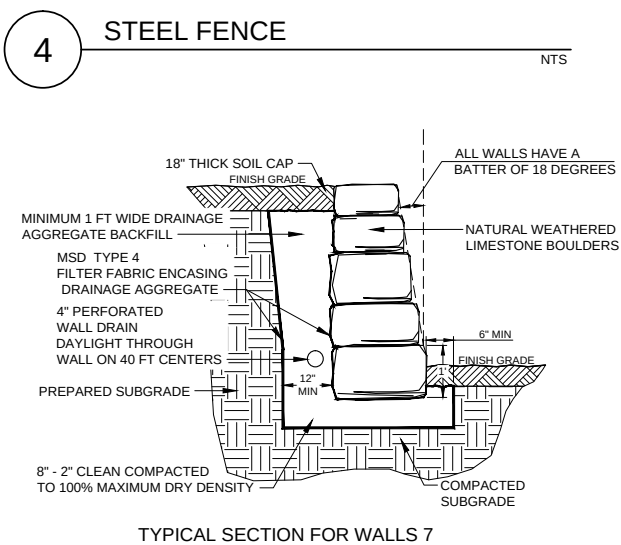
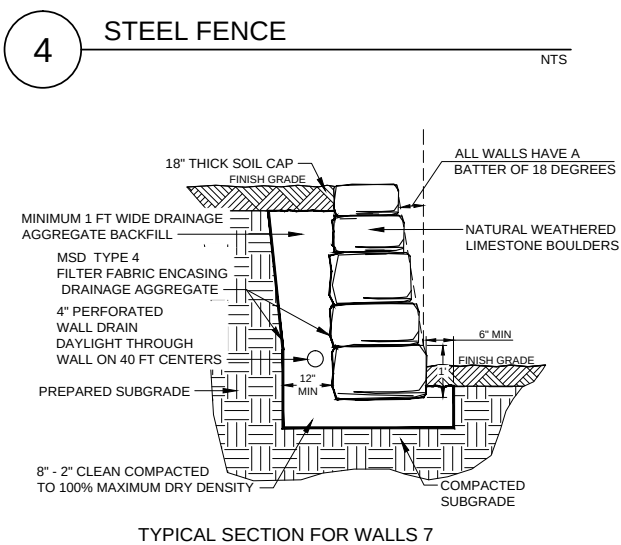
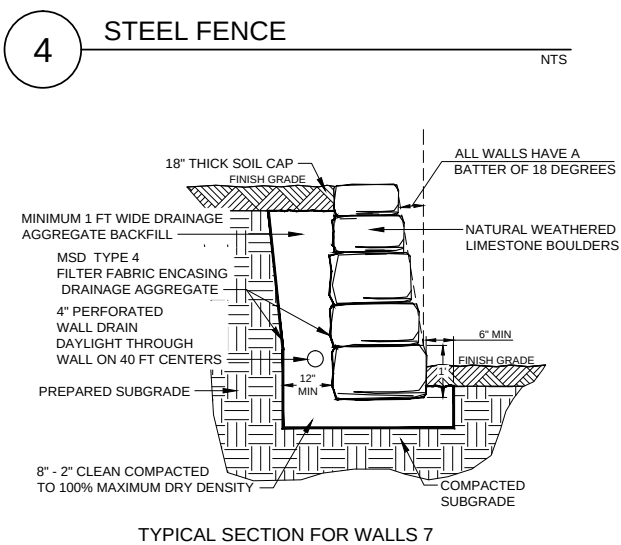
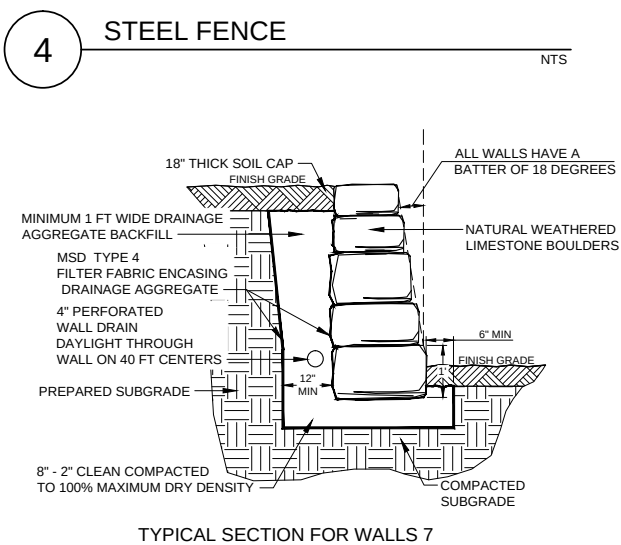
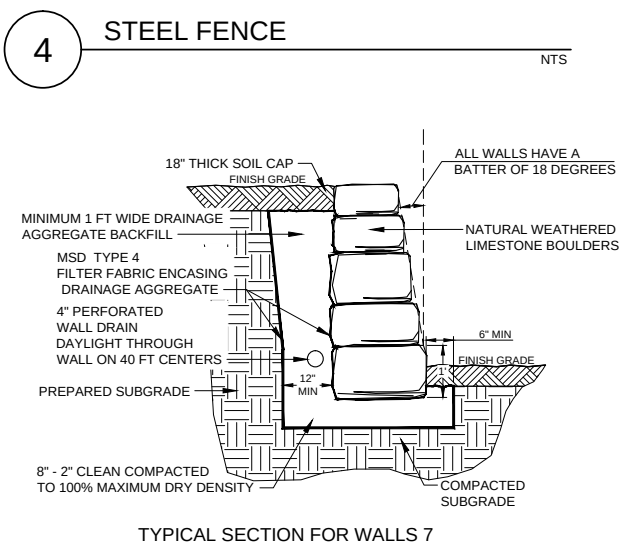
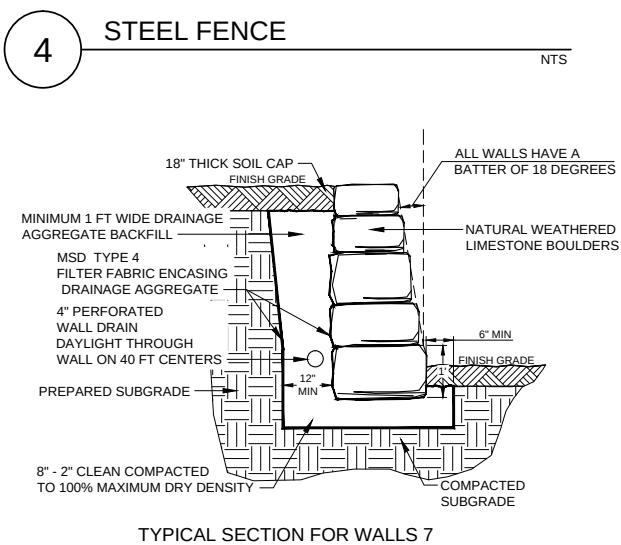
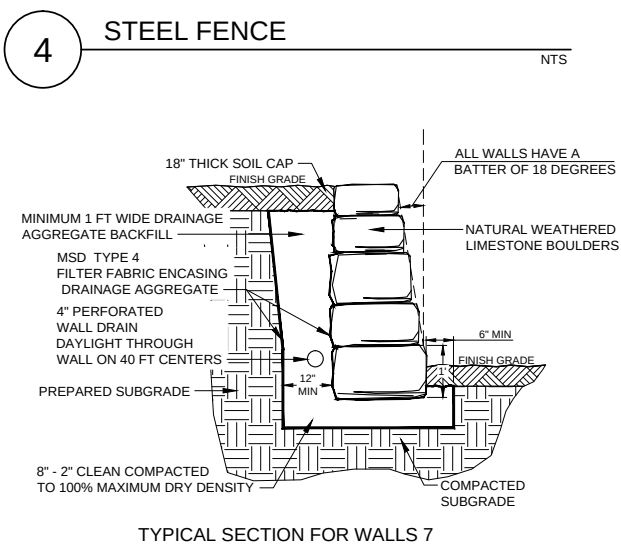
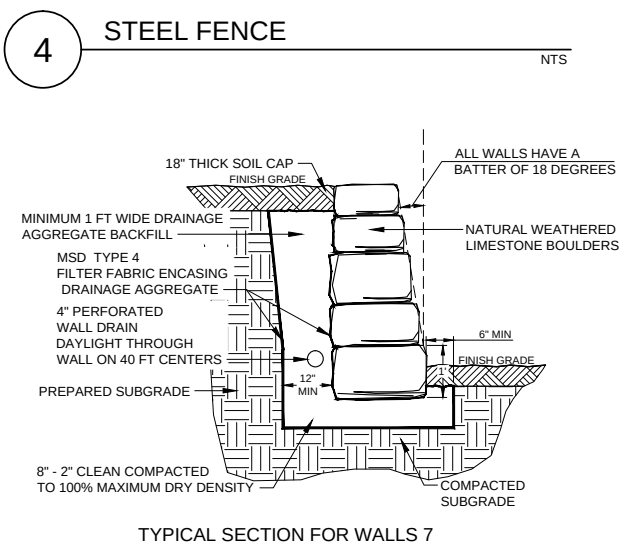
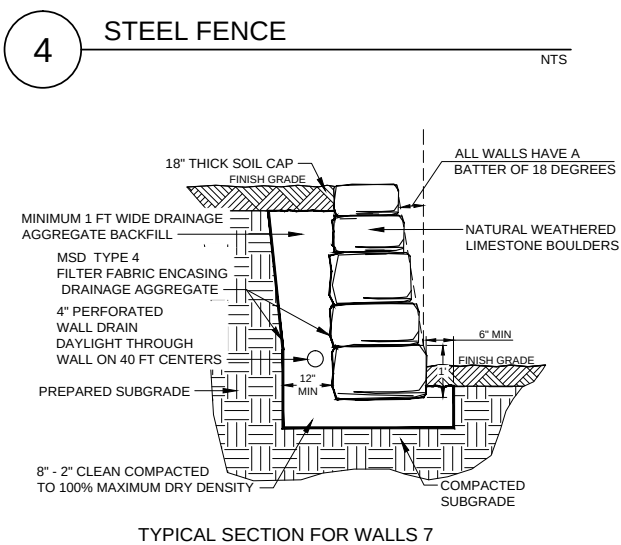
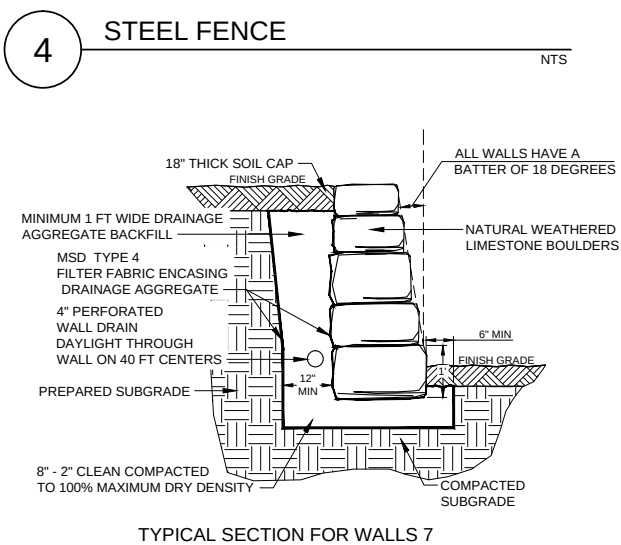
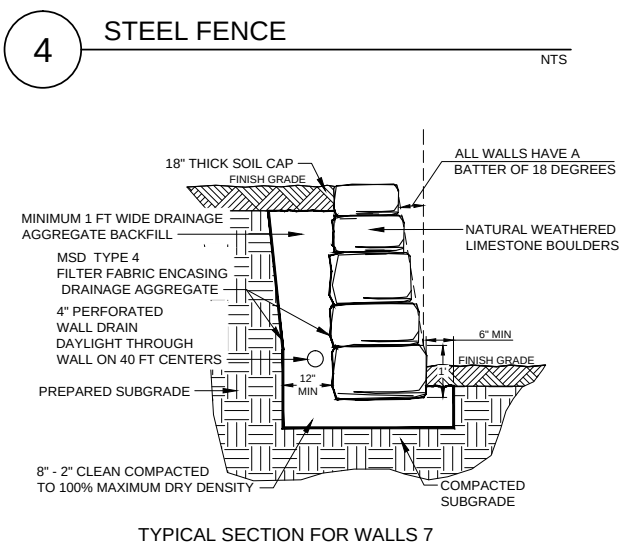
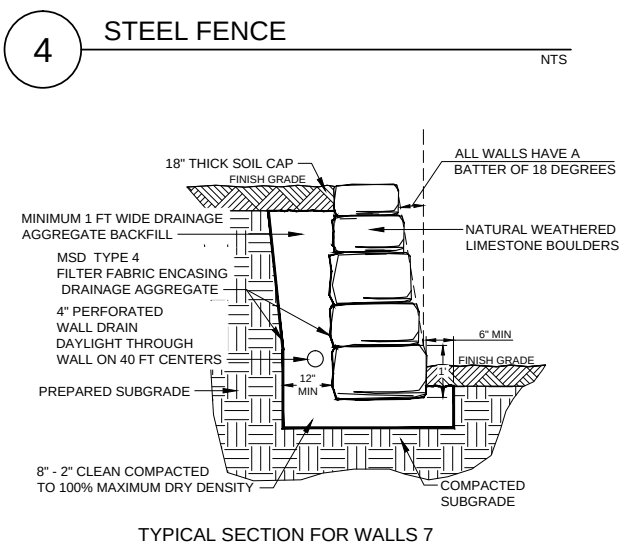
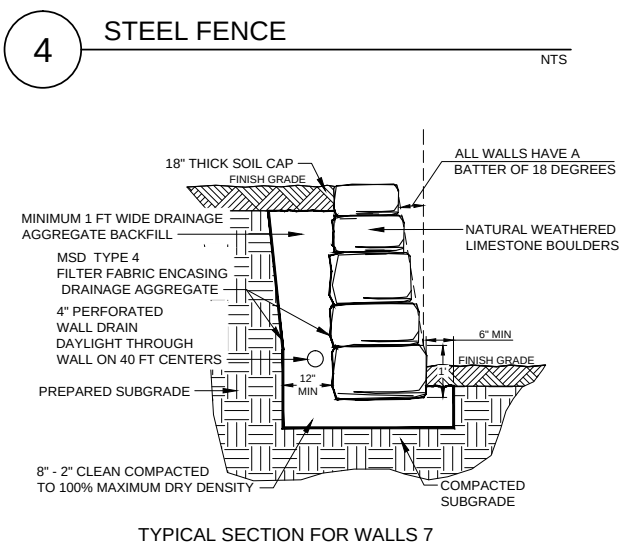
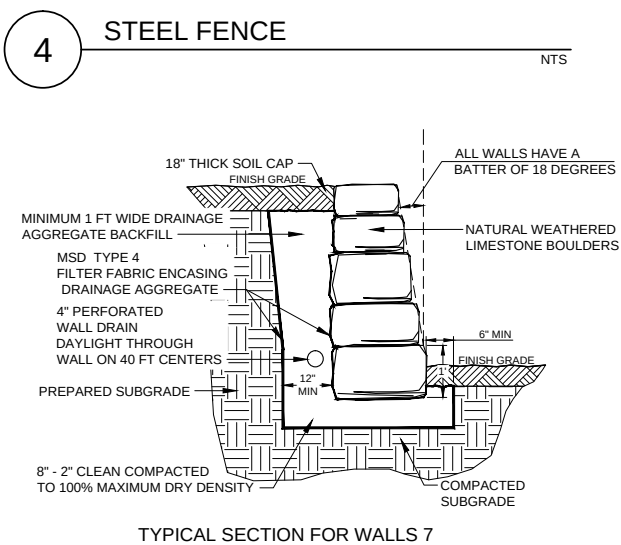
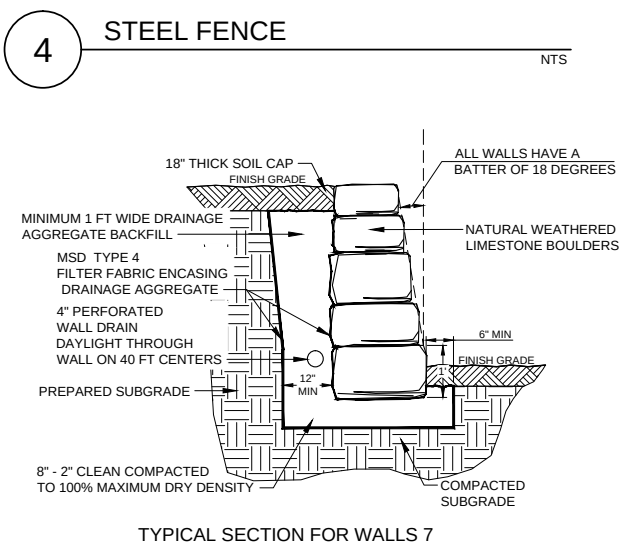
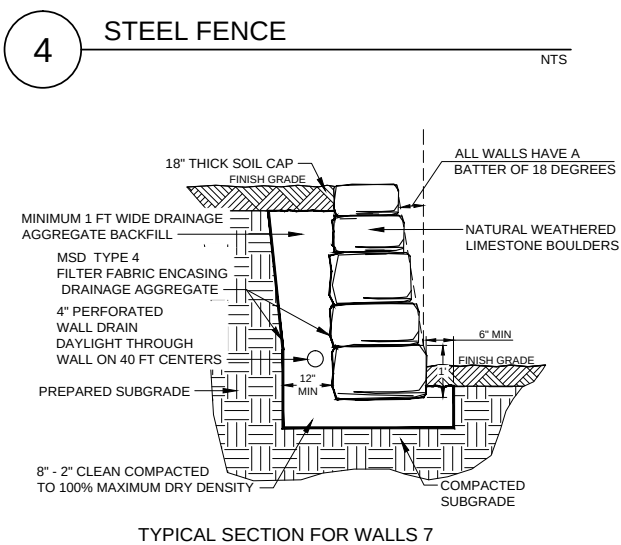
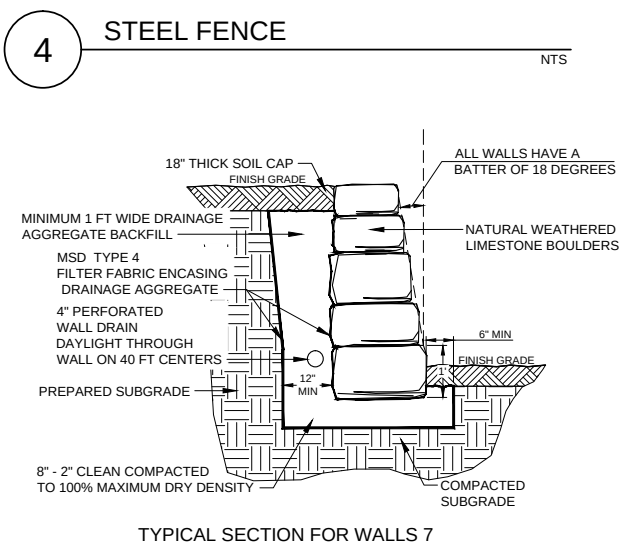
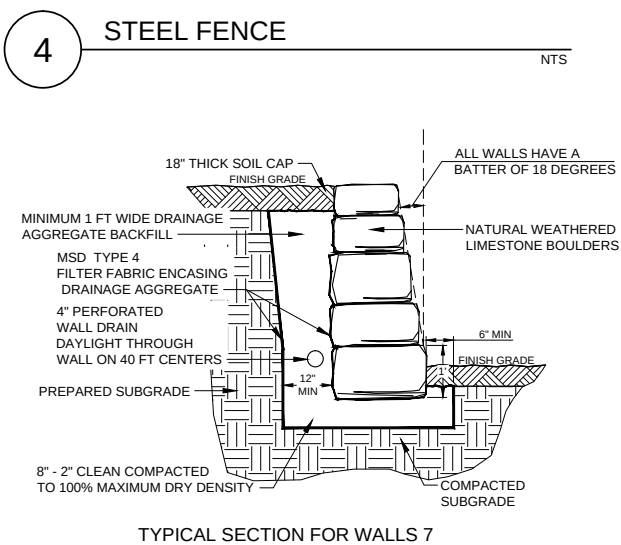
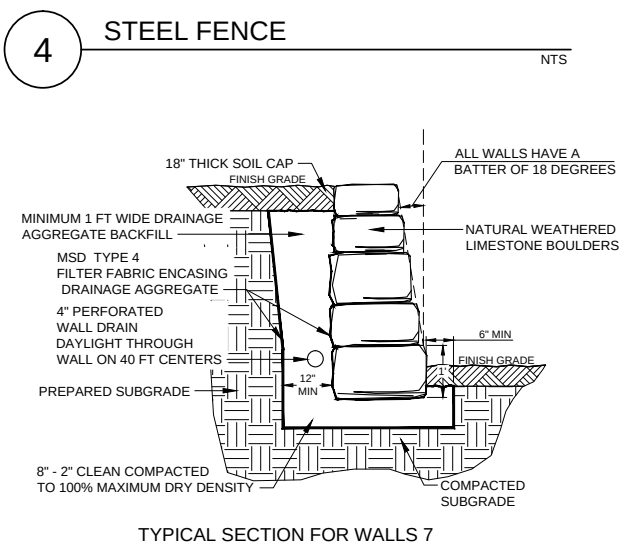
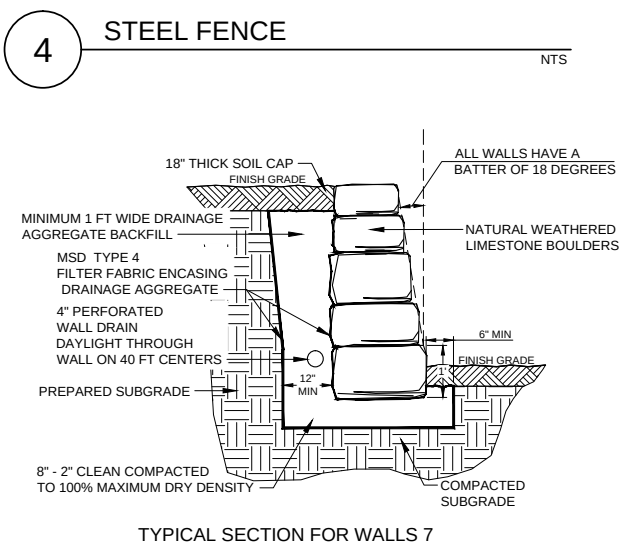
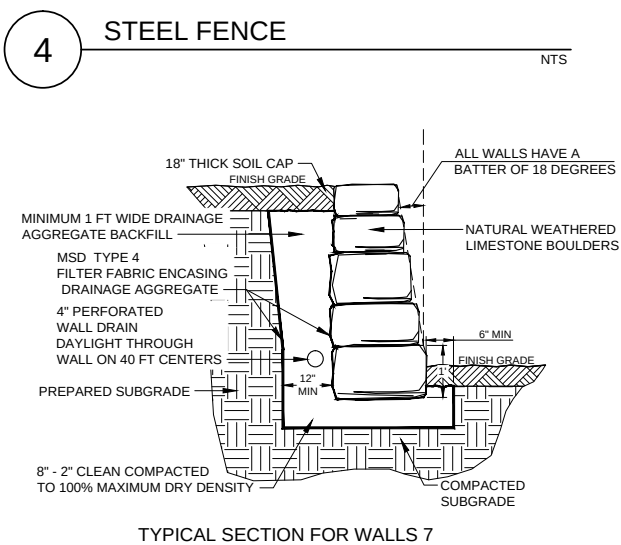
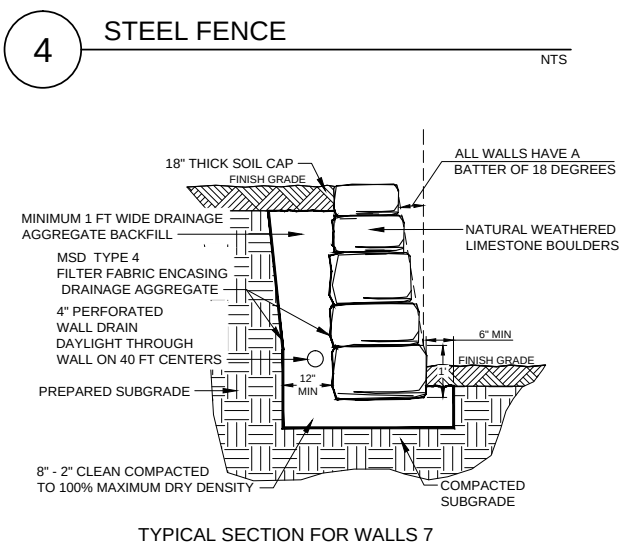
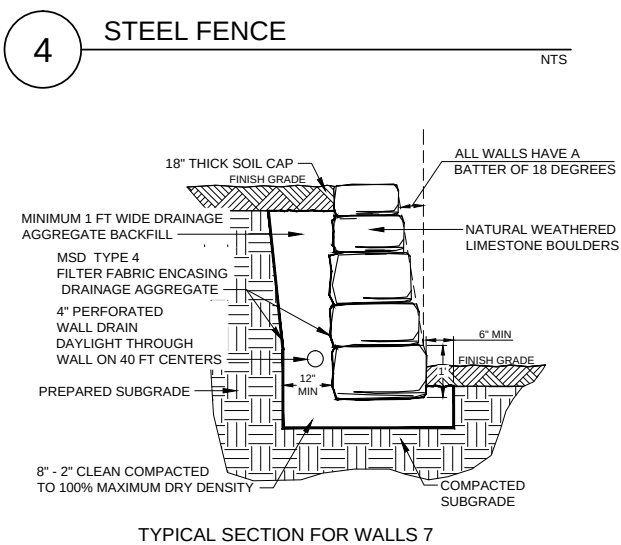
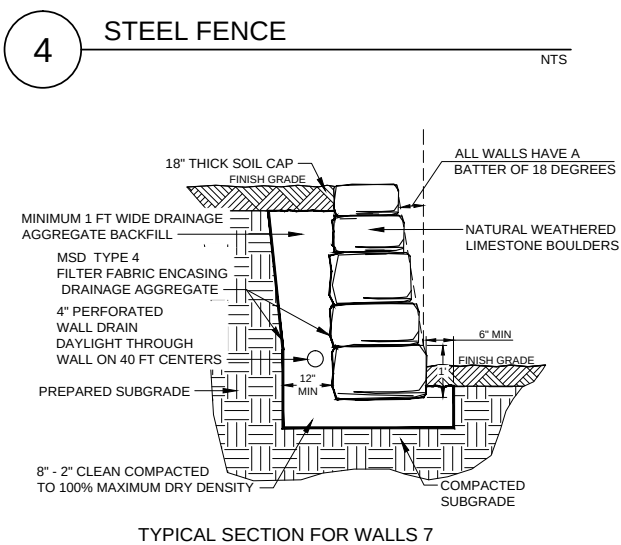
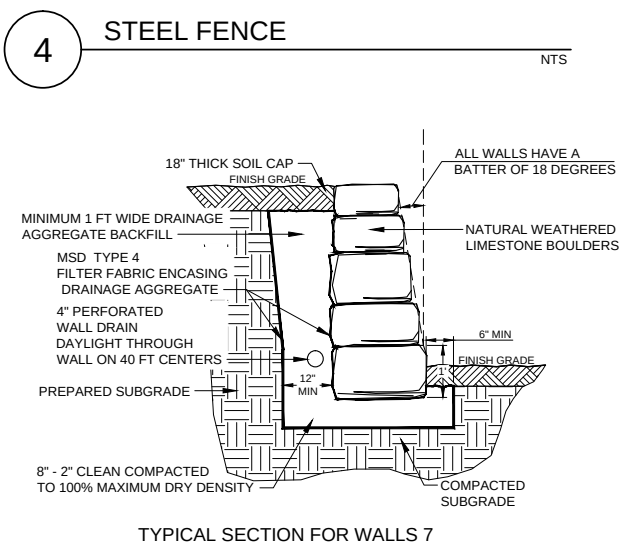
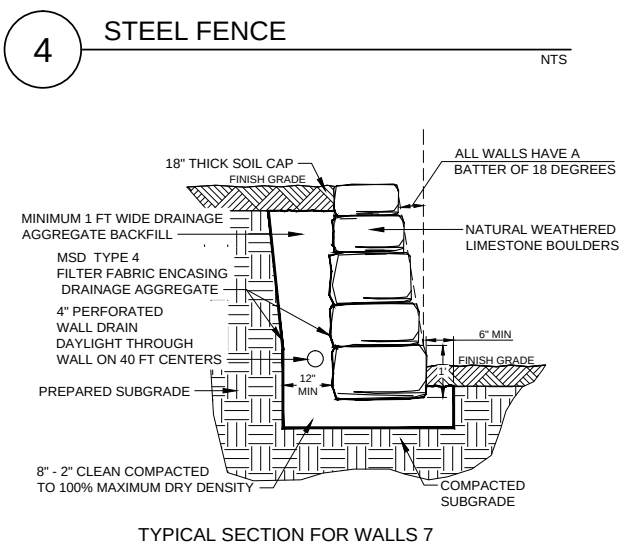
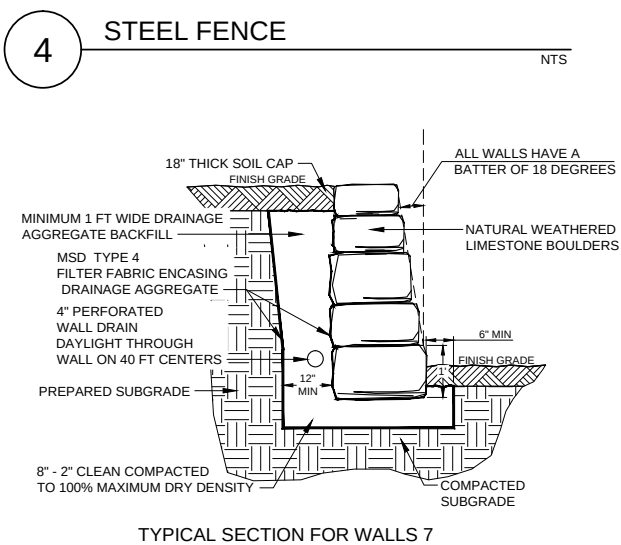
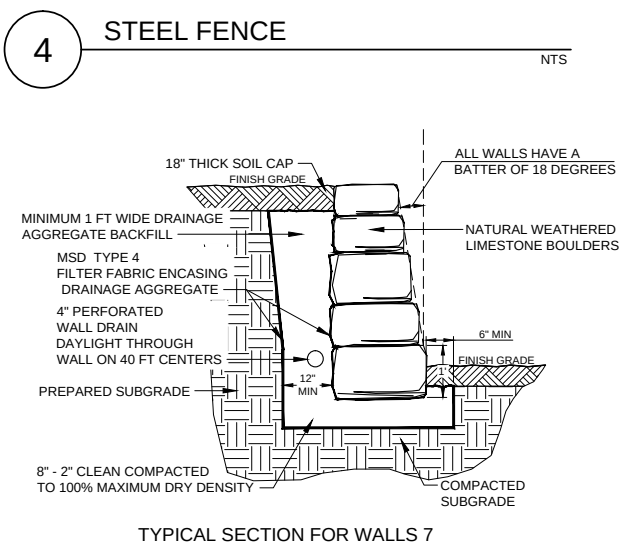
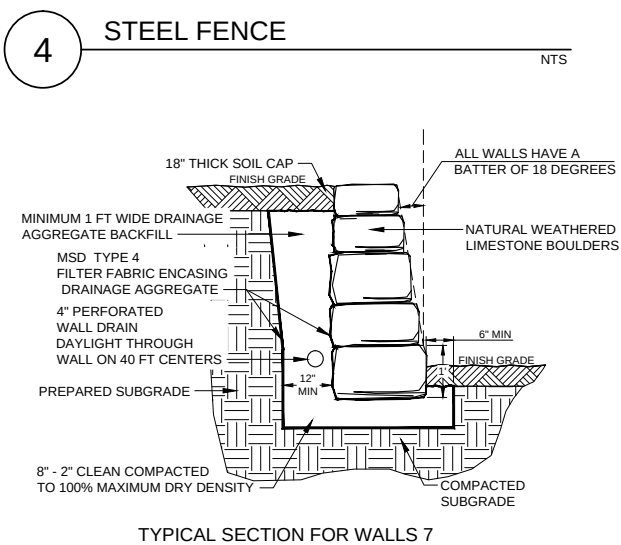
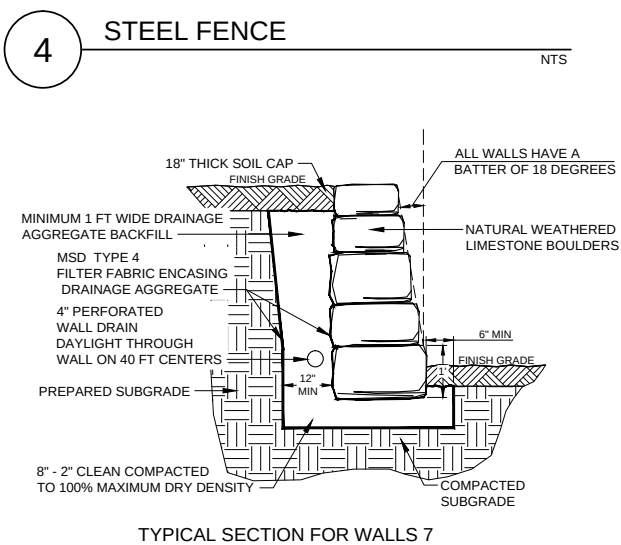
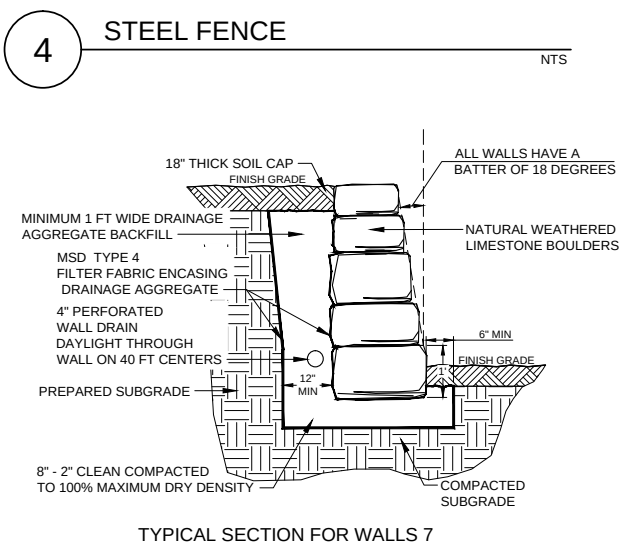
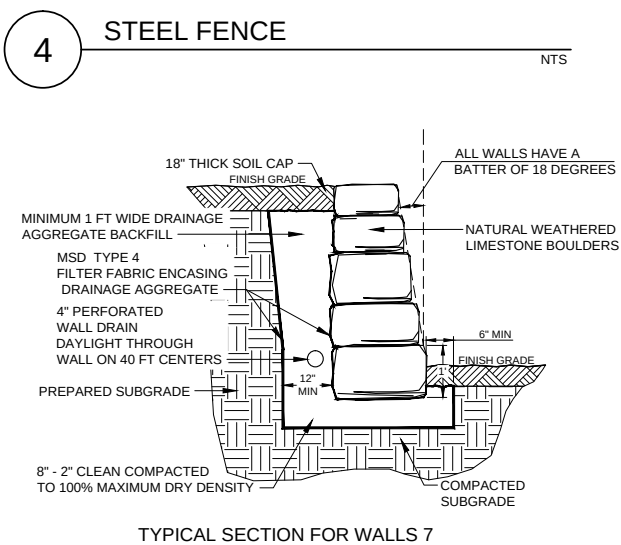
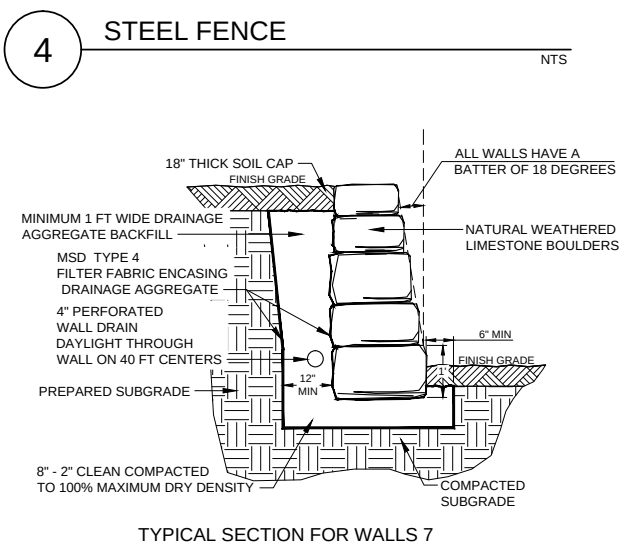
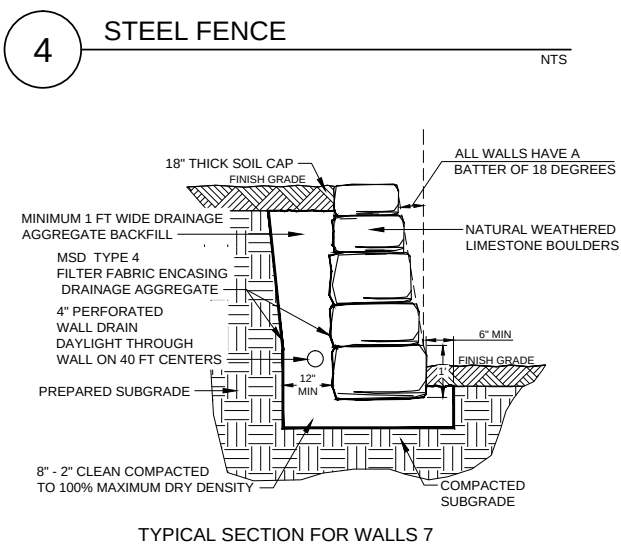
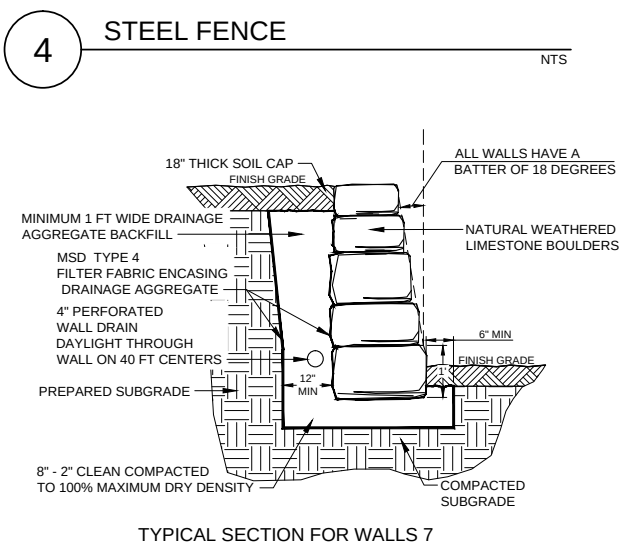
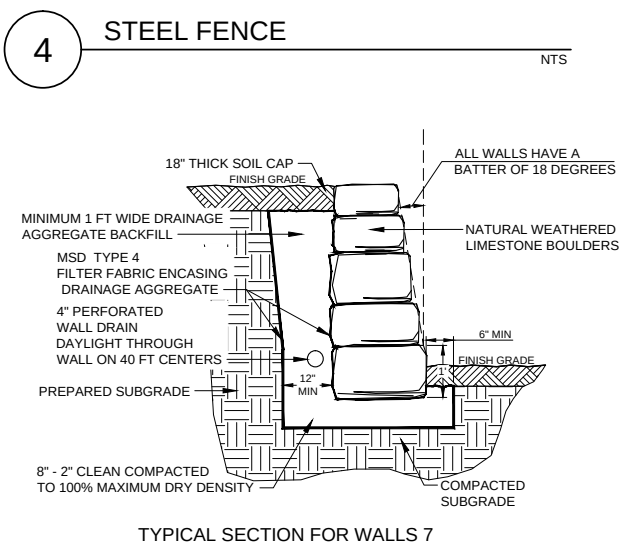
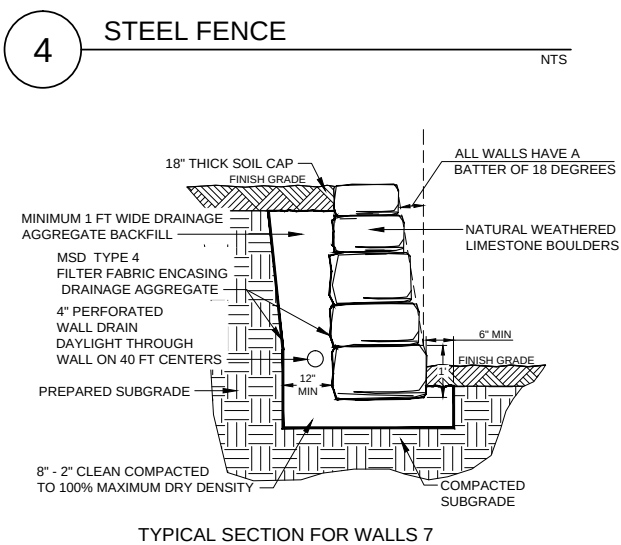
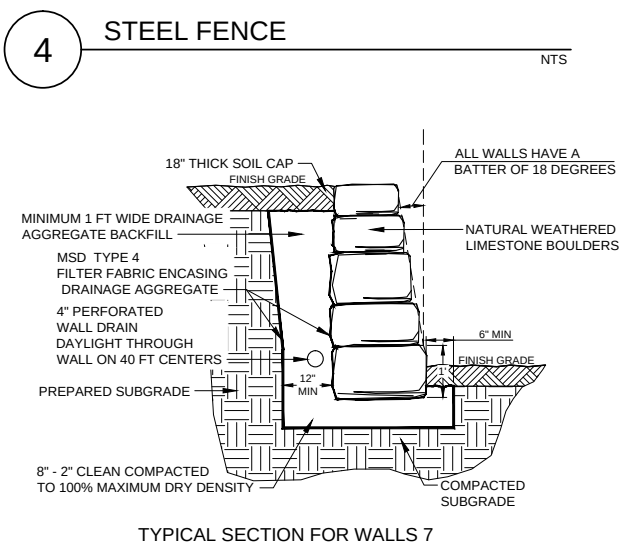
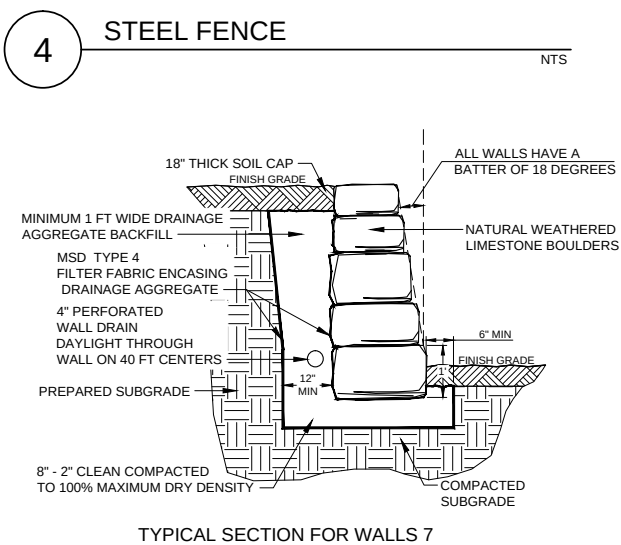
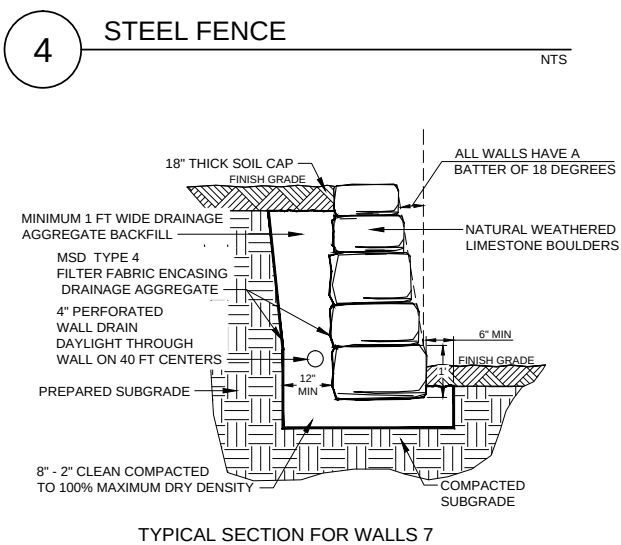
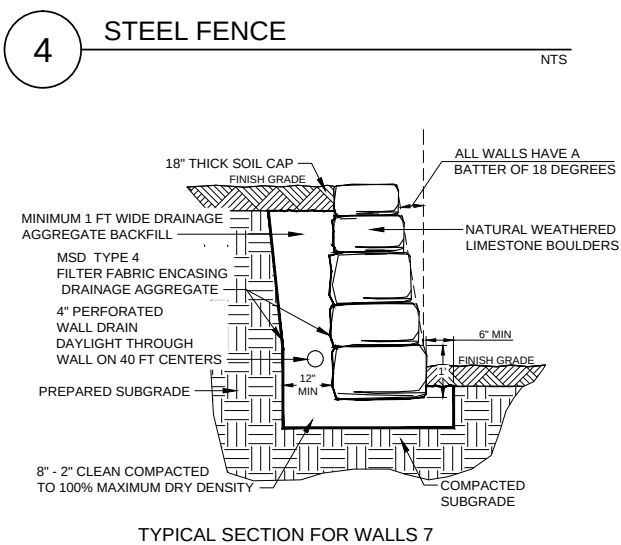
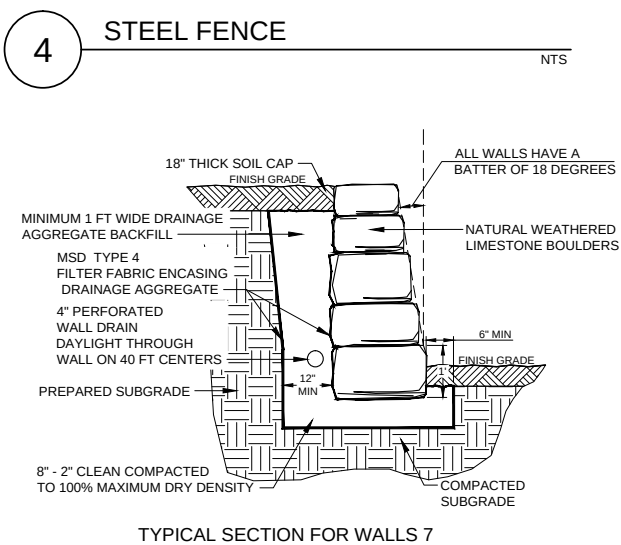
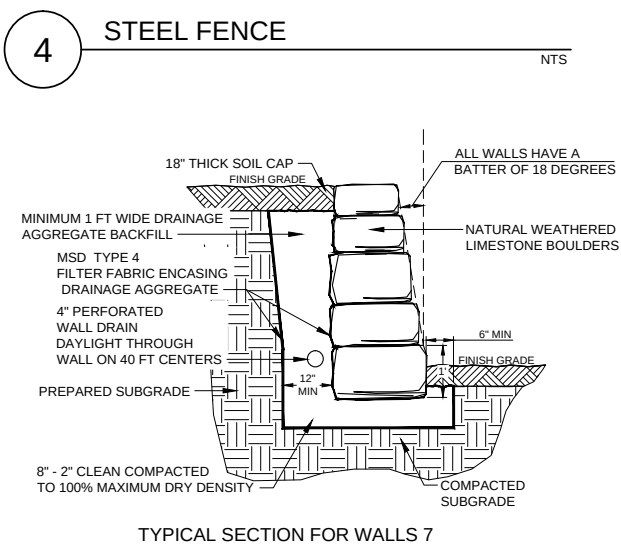
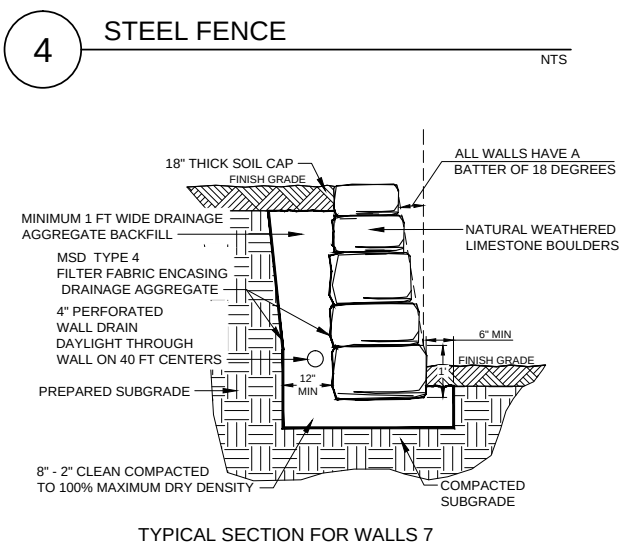
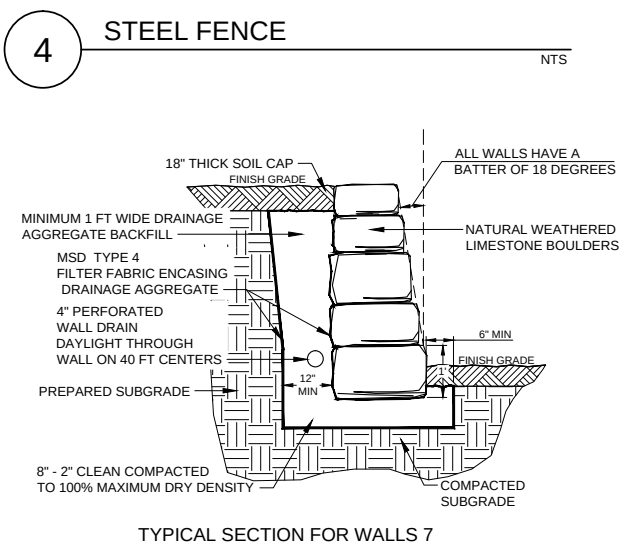
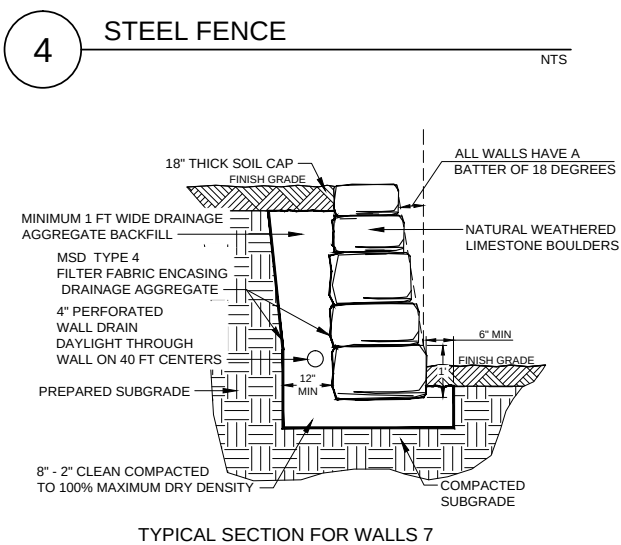
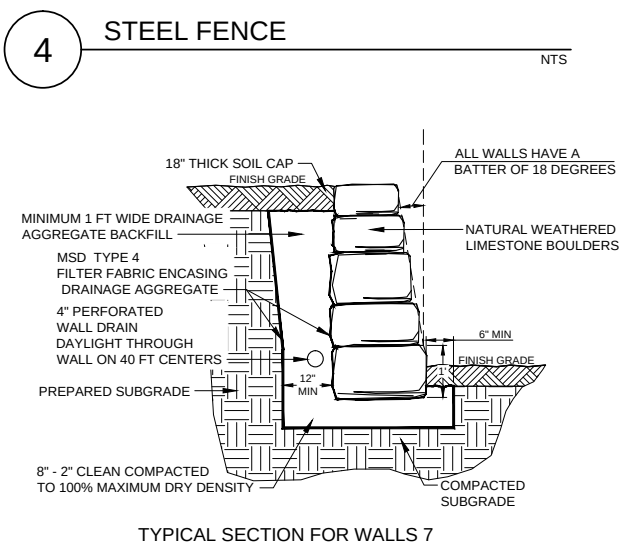
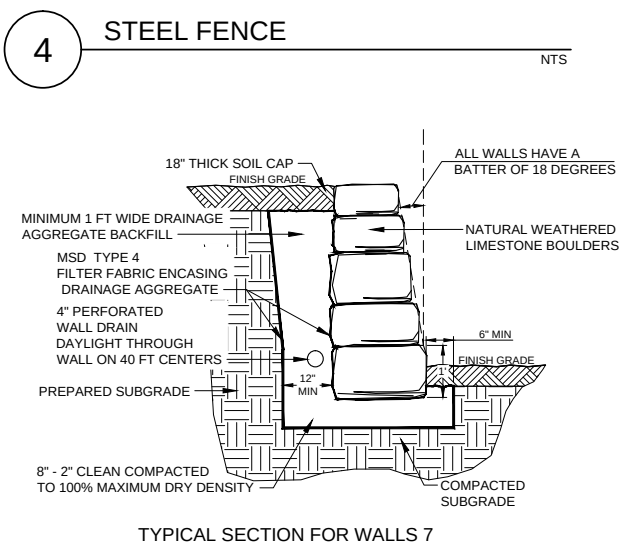
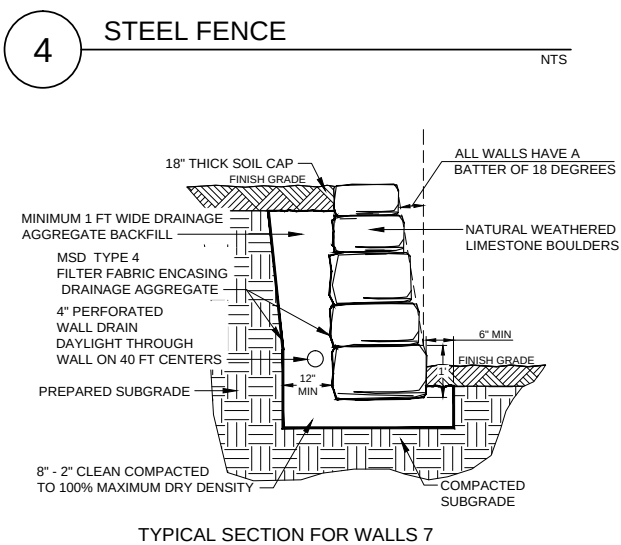
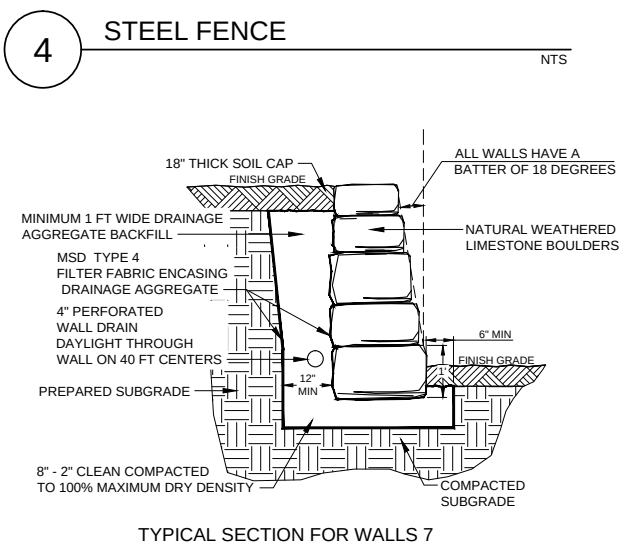
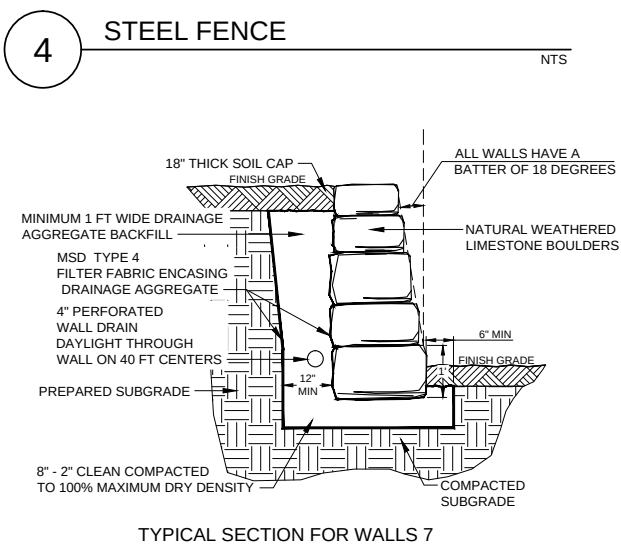
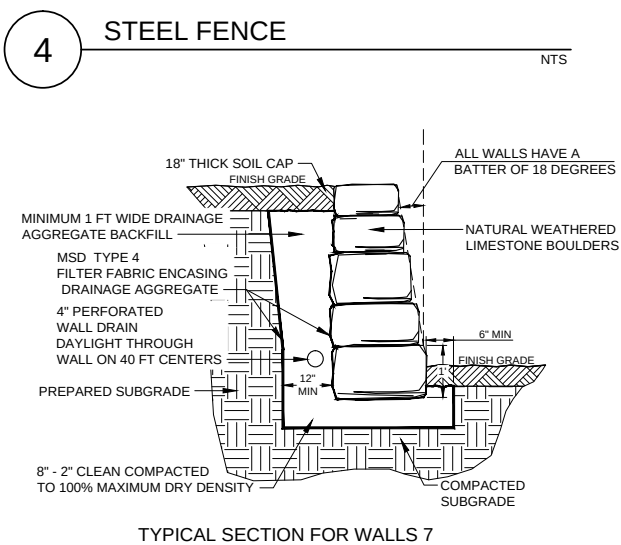
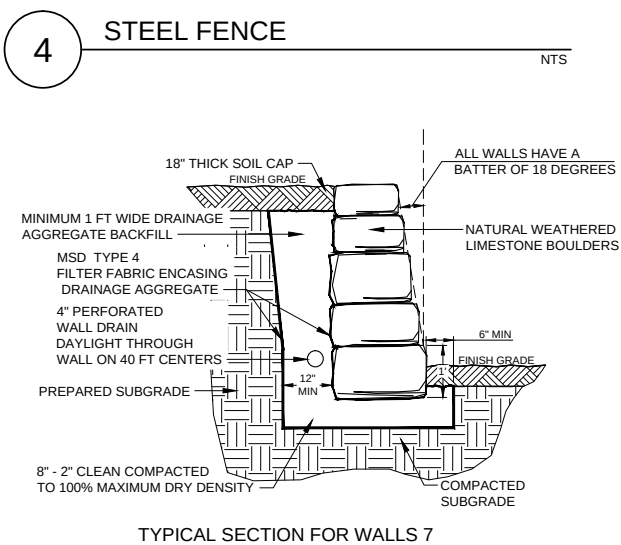
1 BOULDER RETAINING WALLS



2 WALL 1 ELEVATION



3 WALL 2 ELEVATION





INTUITION
LOGIC
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MO Certificate of Authority
2000152987
16253 Swingley Ridge Rd.
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Chesterfield, MO 63017
Phone (636) 777-3000
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Creve Coeur, St Louis County, Missouri

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Professional Engineer Seal
Mark Edward Meyer - Engineer
MO# 2000150043

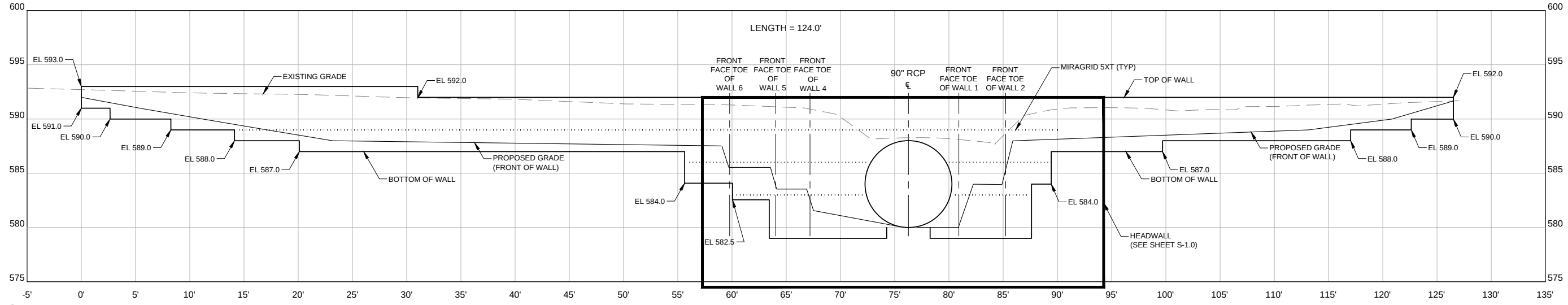
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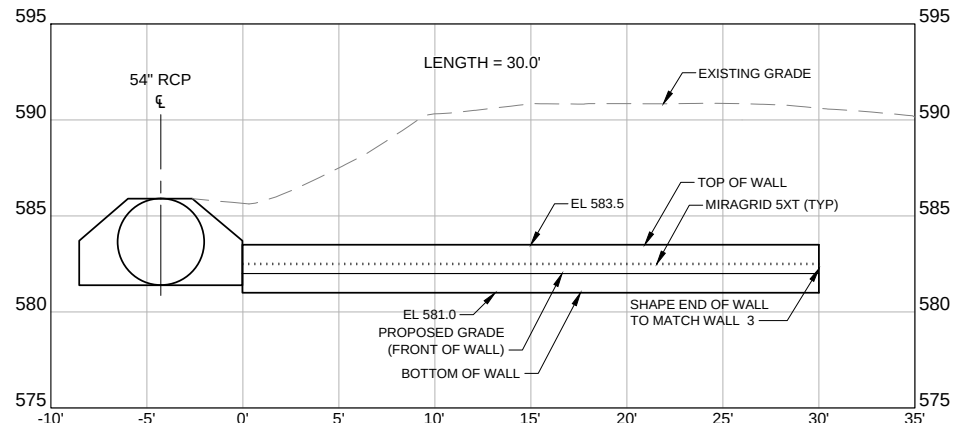
Project No. 1311
Designed: MEM
Drawn: JDF
Checked: TPD
Approved: MEM
Sheet Title:

WALL DETAILS

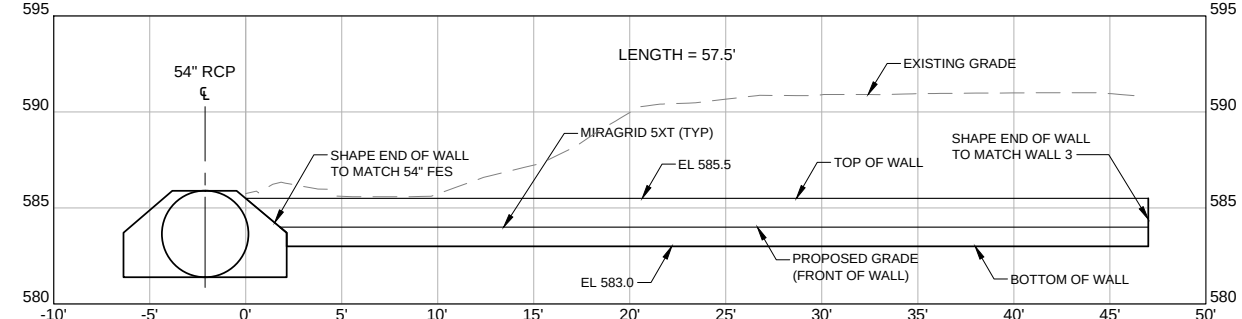
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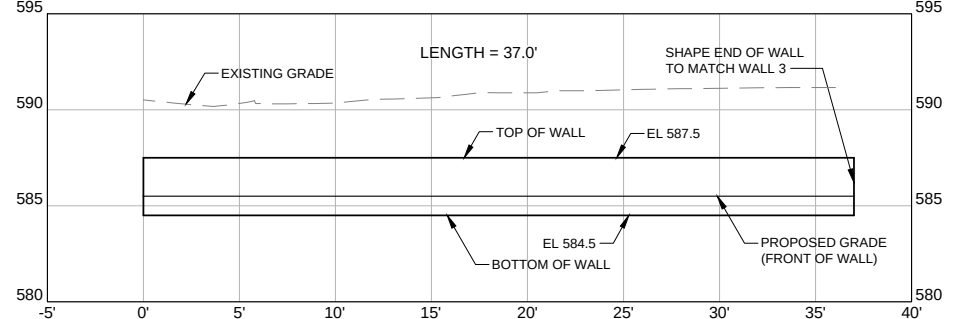
5 WALL 3 ELEVATION



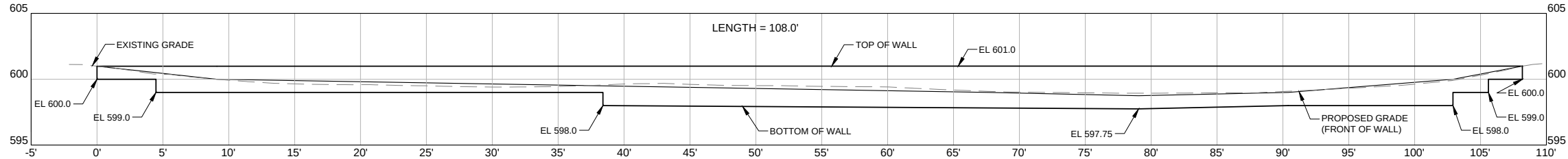
6 WALL 4 ELEVATION



7 WALL 5 ELEVATION



8 WALL 6 ELEVATION



9 WALL 7 ELEVATION



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Creve Coeur, St Louis County, Missouri

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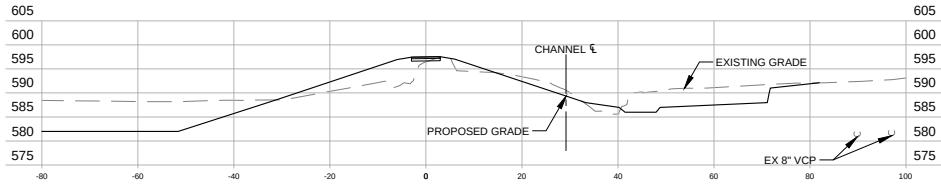
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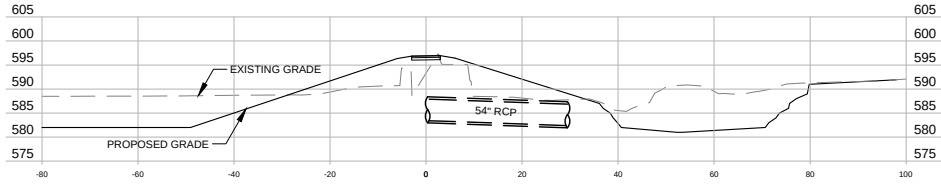
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Sheet Title:
CART PATH
CENTERLINE CROSS
SECTIONS INCLUDING
DAM AND CHANNEL

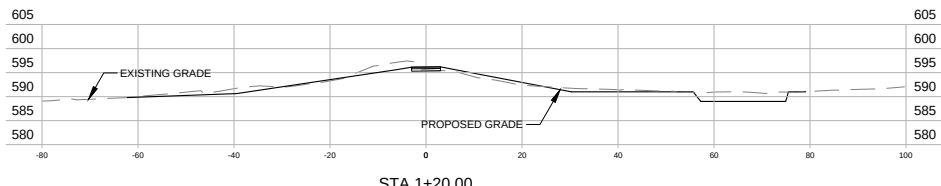
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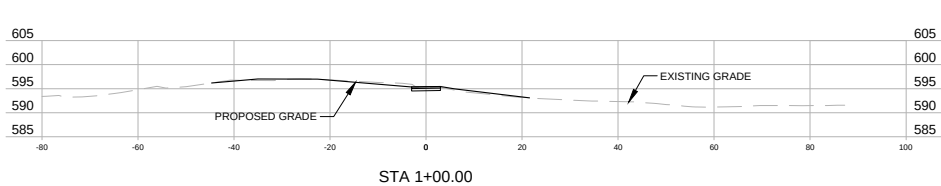
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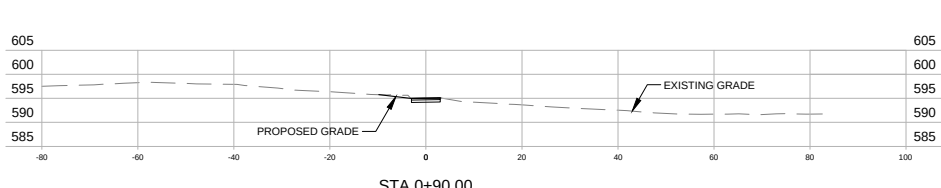
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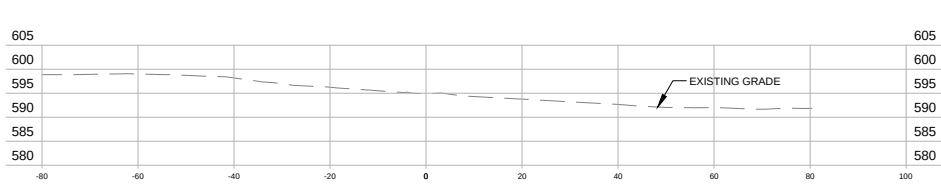
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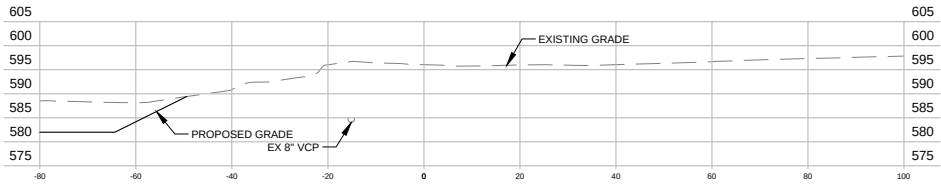
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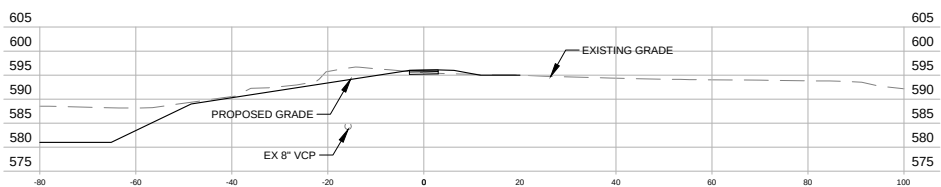
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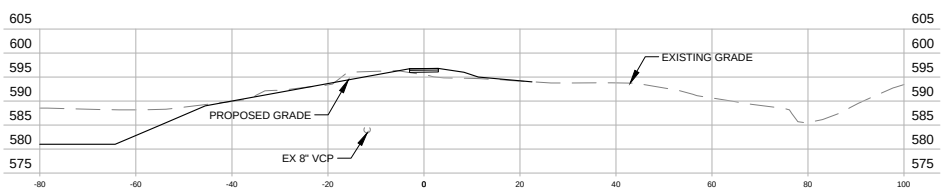
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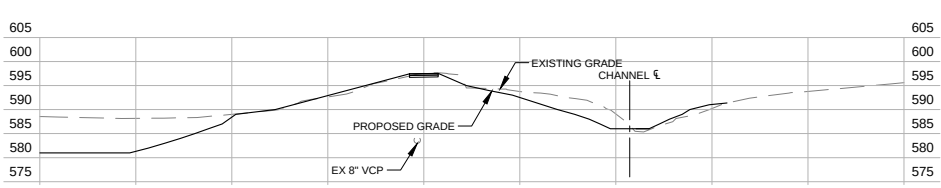
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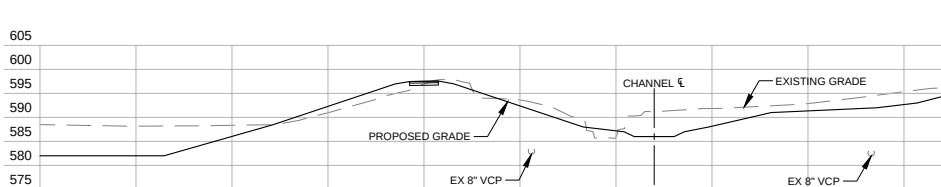
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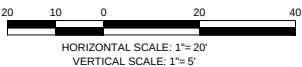
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STA 2+00.00



STA 1+80.00





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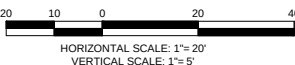
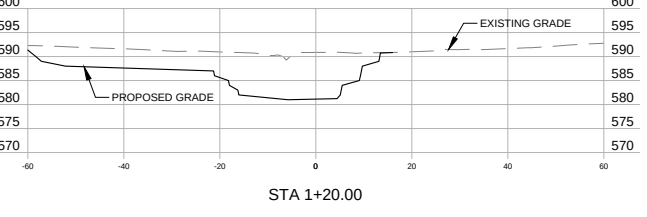
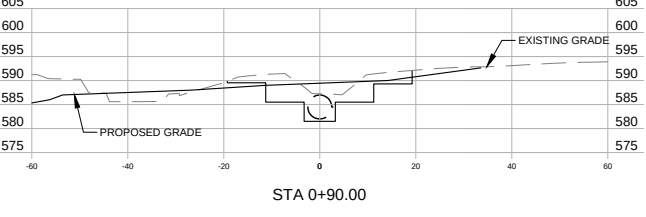
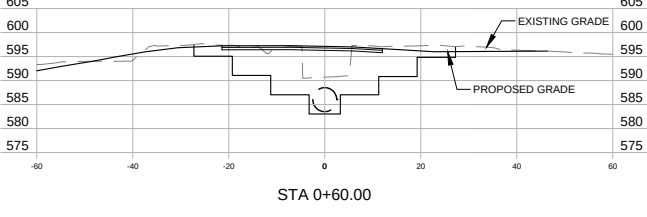
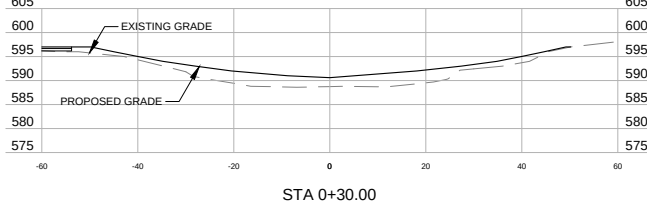
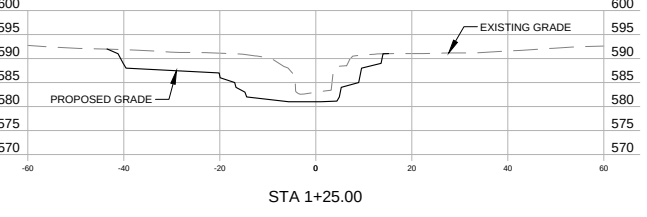
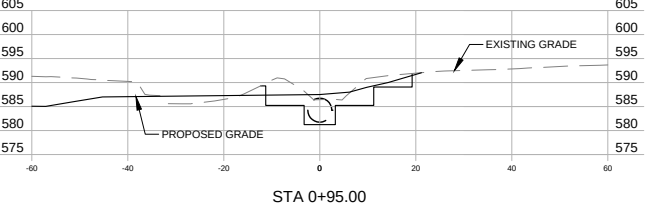
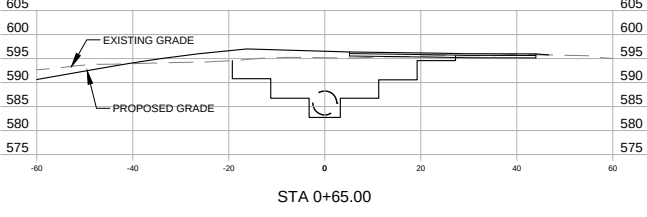
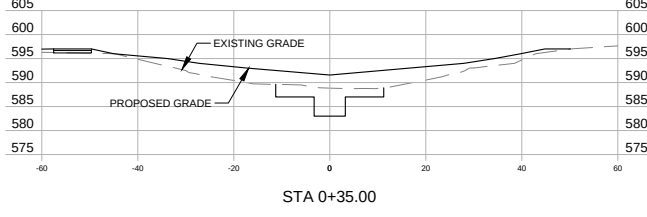
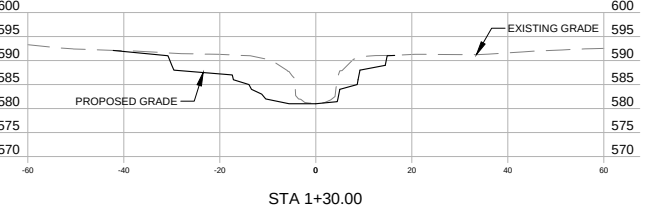
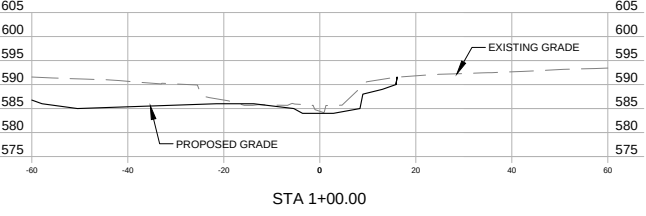
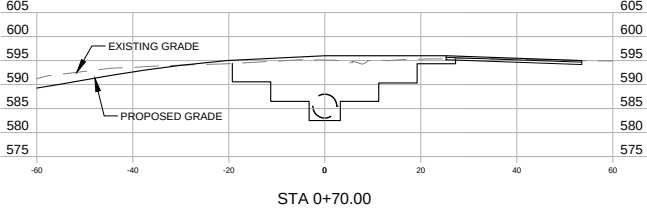
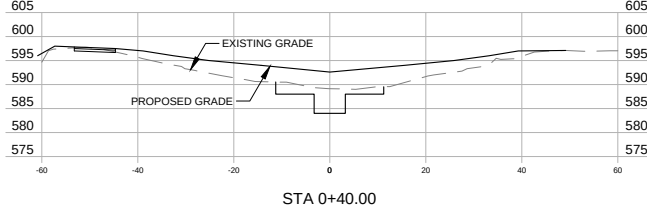
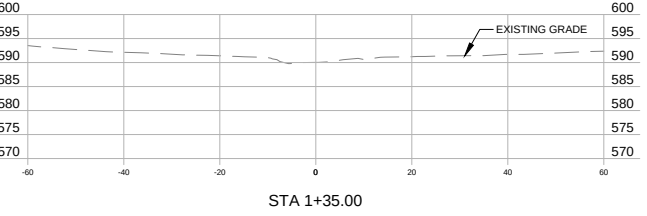
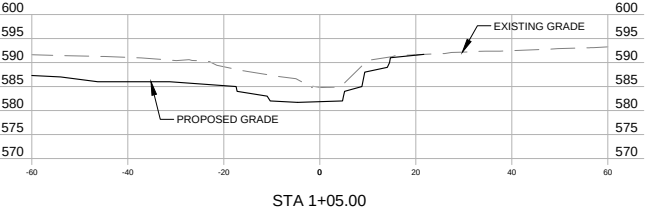
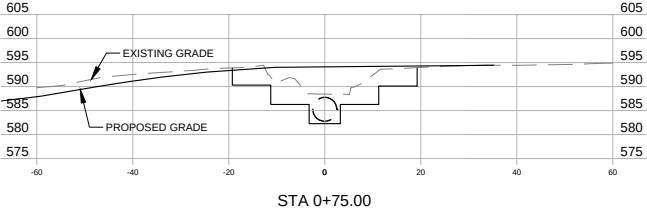
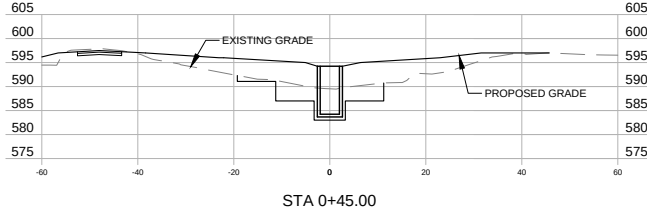
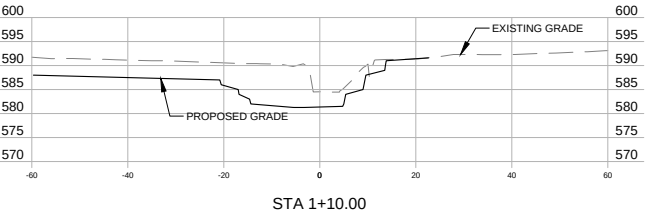
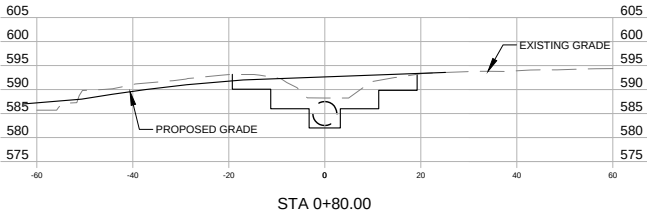
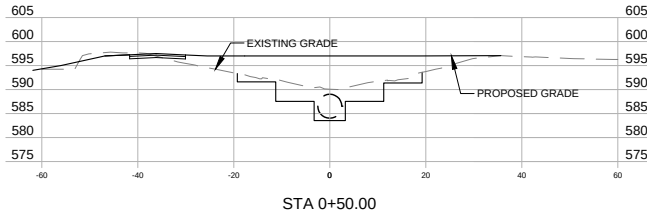
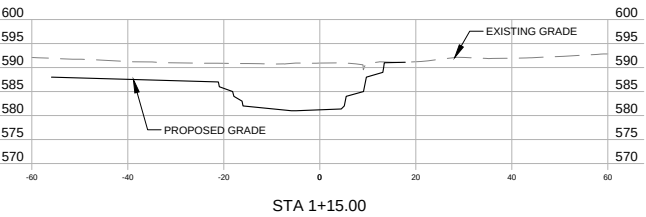
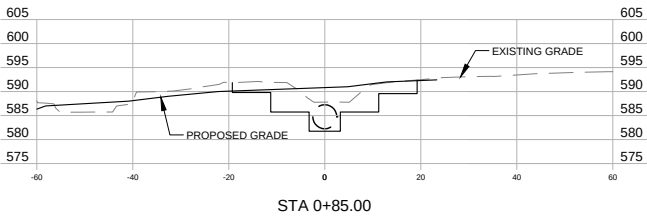
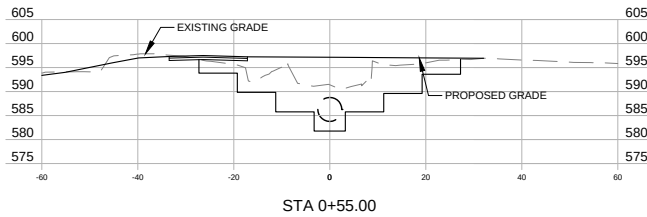
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PIPE CENTERLINE
CROSS SECTIONS

Sheet Number:





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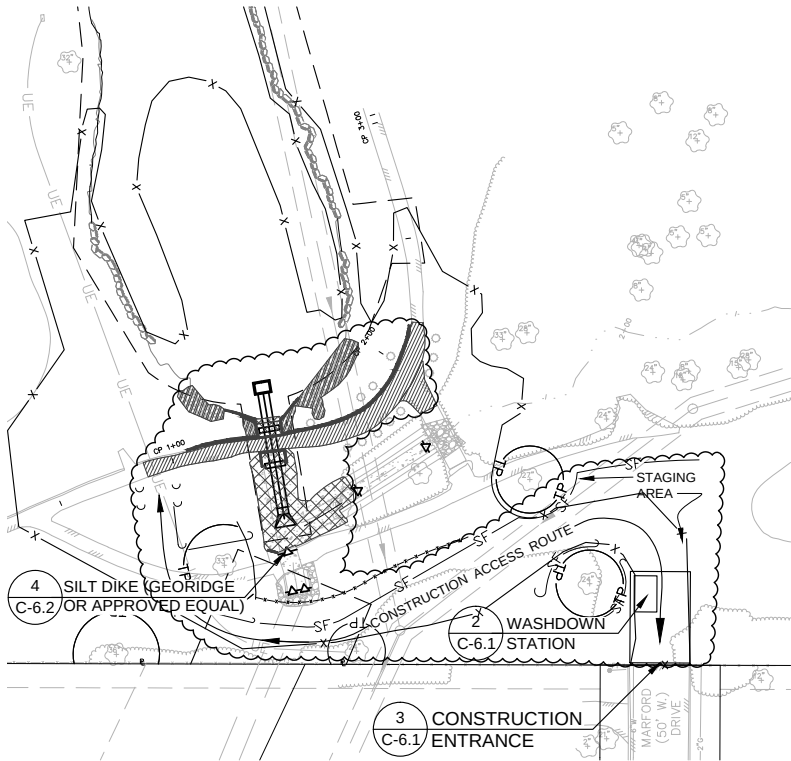
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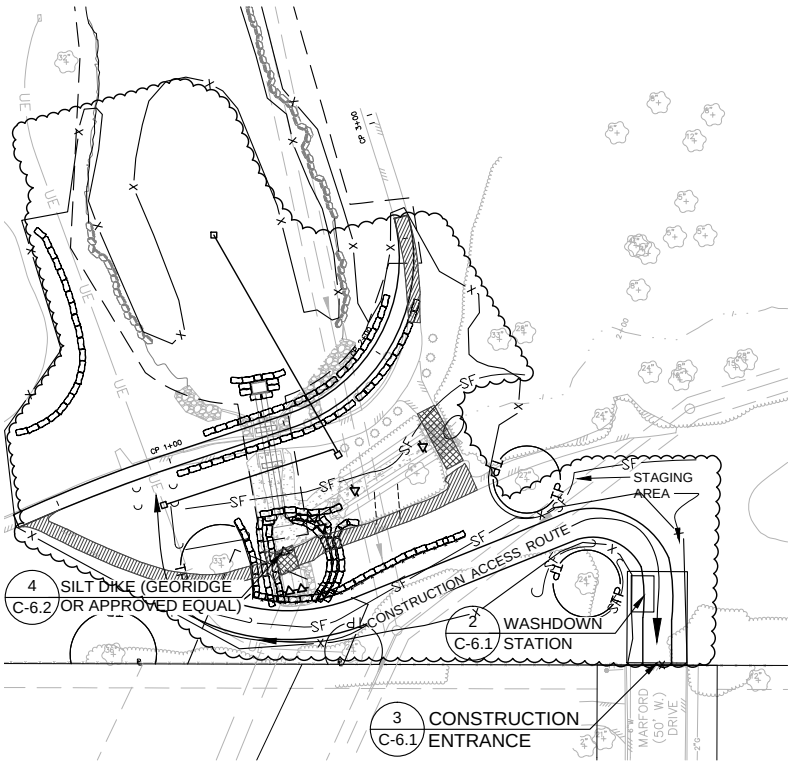
EROSION AND SEDIMENT CONTROL PLAN

Sheet Number:



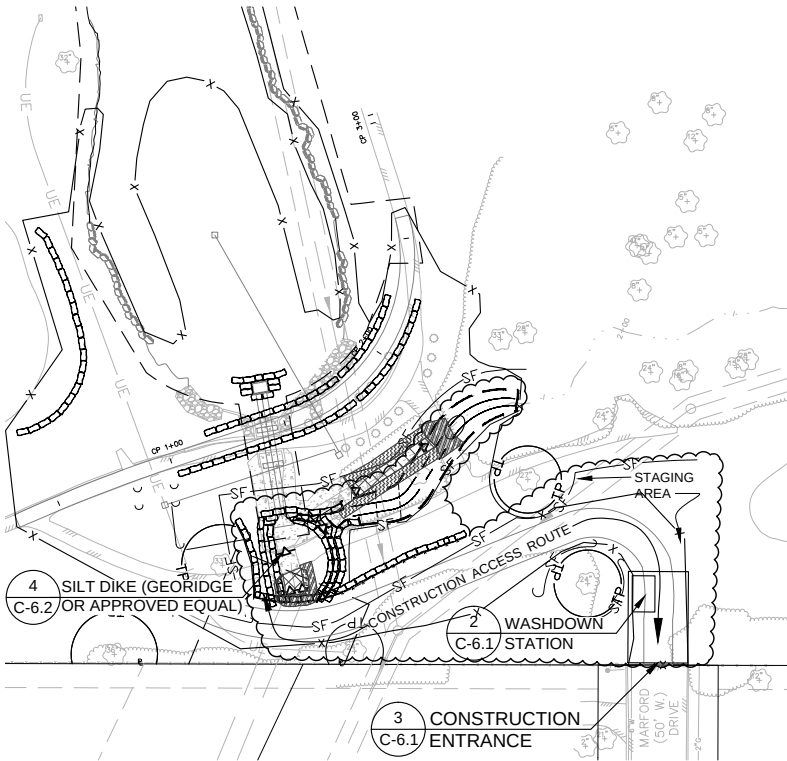
POSSIBLE PHASE 1

1. DEMOLISH PARTIAL CART PATH WITH WALL, CONCRETE SPILLWAY AND CONCRETE CHANNEL (STOPPING AT GABON CHANNEL)
2. DRAIN POND
3. EXCAVATE AND BENCH FOR CONDUIT
4. CONSTRUCT CONDUIT, RISER, AND SEEPAGE COLLARS
5. BACKFILL AND STABILIZE FILL SLOPE



POSSIBLE PHASE 2

1. DEMOLISH REMAINING CART PATH AND BRIDGES
2. DREDGE POND
3. CONSTRUCT VEGETATED ROCK SLOPE
4. CONSTRUCT NEW CART PATH
5. INSTALL PUMP DISCHARGE
6. INSTALL AUXILIARY POWER SUPPLY AND SOLAR BUBBLER

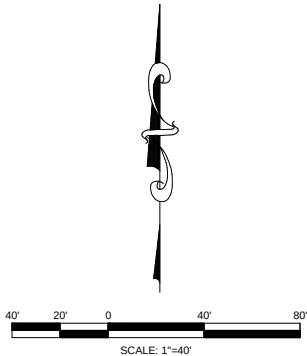


POSSIBLE PHASE 3

1. COMPLETE REMAINING DEMOLITION
2. CONSTRUCT EAST CHANNEL
3. STILLING BASIN AND LOWER CHANNEL CONSTRUCTION

NOTES:

1. READ THE PROJECT SPECIFICATIONS AND SPECIAL PROVISIONS FOR DETAILS REGARDING EROSION AND SEDIMENT CONTROL.
2. THIS EROSION AND SEDIMENT CONTROL PLAN INDICATES SUGGESTED MEASURES FOR EROSION AND SEDIMENT CONTROL. CONTRACTOR IS NOT BOUND TO THIS PLAN BUT IS BOUND TO THE PROJECT SPECIFICATIONS AND SPECIAL PROVISIONS.
3. THE CONTRACTOR'S FINAL PHASED EROSION AND SEDIMENT CONTROL PLAN MUST BE APPROVED IN WRITING BY THE OWNER'S REPRESENTATIVE PRIOR TO THE BEGINNING OF CONSTRUCTION.
4. STOCKPILES SHALL BE STABILIZED OR COVERED AT THE END OF EACH WORKDAY.
5. SITE DISTURBANCE FOR PROPOSED IMPROVEMENTS AND OR STRUCTURES SHALL NOT BEGIN UNTIL ALL MATERIALS TO COMPLETE THE IMPROVEMENT AND OR STRUCTURE ARE ON SITE AND READY FOR INSTALLATION. SUCH IMPROVEMENTS AND OR STRUCTURES INCLUDE, BUT NOT LIMITED TO CULVERTS.
6. THERE SHALL BE NO DELAY BETWEEN EXCAVATION AND PLACING THE FINISHED MATERIAL FOR STRUCTURES ALONG THE LAKE OR ANY DRAINAGE CHANNEL. SUCH STRUCTURES INCLUDE, BUT ARE NOT LIMITED TO ROCK LINED CHANNELS, ROCK SLOPES, CULVERTS, HEADWALLS AND RETAINING WALLS. EXCAVATION FOR THESE STRUCTURES SHALL BEGIN ONLY IF THERE IS ENOUGH TIME IN THE WORKDAY TO FINISH PLACING THE MATERIAL. THESE STRUCTURES SHALL NOT BE LEFT UNFINISHED OVERNIGHT.
7. THE CONTRACTOR MAY PUMP GROUND WATER TO DITCHES FROM WORK AREAS DURING INSTALLATION OF SEWER AND DRAINAGE STRUCTURES. PRIOR TO PUMPING, ALL DITCH CHECKS AND EROSION CONTROL MEASURES SHALL BE INSPECTED AND DEEMED SUITABLE TO HANDLE THE CONCENTRATED FLOW VOLUMES FROM PUMPING. SUCH PUMPING AND DEWATERING IS CONSIDERED INCIDENTAL TO THE INSTALLATION OF EACH STRUCTURE.
8. WHEN DEWATERING EXCAVATIONS, THE CONTRACTOR SHALL NOT DISCHARGE MUDDY WATER.
9. THE SURFACE AREA OF ERODIBLE EARTH MATERIAL EXPOSED BY CONSTRUCTION ACTIVITIES SHALL BE LIMITED DURING CONSTRUCTION. THE CONTRACTOR MAY ONLY EXPOSE ERODIBLE EARTH MATERIAL IN ONE CONSTRUCTION AREA AT A TIME. GRADING, PLACEMENT OF FINAL STRUCTURES AND STABILIZATION MUST BE COMPLETE ON ONE CONSTRUCTION AREA BEFORE THE CONTRACTOR CAN BEGIN WORK ON ANOTHER CONSTRUCTION AREA. CONTRACTOR SHALL SPECIFY CONSTRUCTION AREAS IN THE EROSION AND SEDIMENT CONTROL PLAN SUBMITTED FOR APPROVAL.
10. CONTRACTOR SHALL INSTALL AND IMPLEMENT WASHDOWN STATIONS AT ALL CONSTRUCTION ACCESS POINTS TO PREVENT MUD, DIRT OR OTHER DEBRIS FROM BEING TRACKED UPON ANY SIDEWALKS OR STREETS OR OUTSIDE OF PROJECT LIMITS.
11. CONTRACTOR SHALL ALLOW ONLY RUBBER-TIRED EQUIPMENT ON THE SIDEWALKS OR STREETS.
12. WASHDOWN STATIONS AND STAGING AREAS SHALL BE PER ST. LOUIS COUNTY "SEDIMENT AND EROSION CONTROL STANDARDS".



LEGEND	
—SF—	SILT FENCE
—▲▲▲▲▲▲—	SILT DIKE
— — —	LIMITS OF DISTURBANCE
—TP—	TREE PROTECTION
—RP—	PRUNE TREE ROOTS
☁	ANTICIPATED WORK AREA
○	PUMP DISCHARGE



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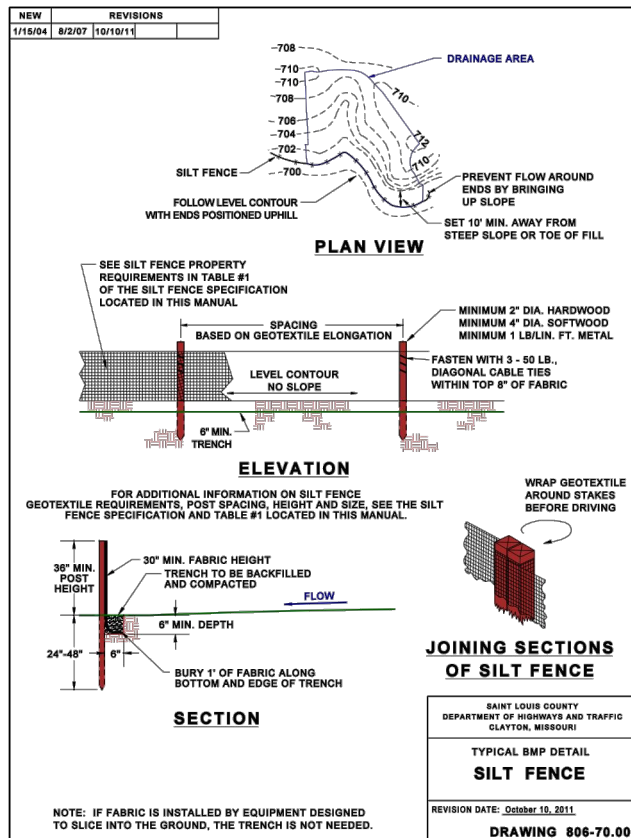
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EROSION AND
SEDIMENT CONTROL
DETAILS

Sheet Number:



O&M PROCEDURES

- ✓ Inspect every week and after every storm.
- ✓ Remove sediment buildup deeper than 1/2 the fence height or 12", whichever is less.
- ✓ Replace torn or clogged fabric; repair loose fabric.
- ✓ Repair unstable or broken posts.
- ✓ Stabilize any areas susceptible to undermining.
- ✓ Extend fence or add additional row(s) of fence if necessary to provide adequate protection.

SITING AND DESIGN CONSIDERATIONS - The material for silt fences should be a pervious sheet of synthetic fabric such as polypropylene, nylon, and polyester or polyethylene yarn. Choose the material based on the minimum synthetic fabric requirements shown in Table 1 below.

Table 1- Temporary Silt Fence Property Requirements

Physical Property	Test Method	Units	MARV Geotextile Requirements		
			Supported Silt Fence ²	Unsupported Silt Fence	
				Woven Elongation ≥ 50%	Non-Woven Elongation ≤ 50%
Post Spacing (Maximum)		feet	4	4	6
Height of Wire / Polymer Fence (Minimum)		inches	30	---	---
Grab Strength (Minimum): Machine Direction Cross Machine Direction	ASTM D 4632	pounds	90 90	125 100	125 100
Permittivity (Minimum)	ASTM D 4491	sec ⁻¹	0.05	0.05	0.05
Apparent Opening Size (AOS) ³	ASTM D 4751	Sieve Number	30	30	30
Ultraviolet Stability (Minimum) (retained strength)	ASTM D 4355		70% after 500 h of exposure		

Notes:

MARV Minimum Average Roll Value

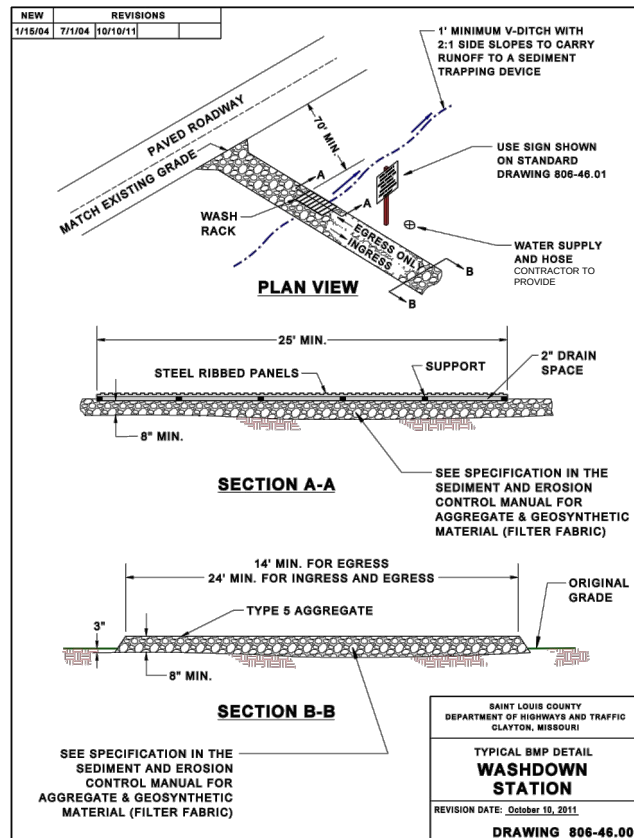
¹ Elongation measured in accordance with ASTM D 4632

² **Silt Fence Support** - 14-gauge steel wire with a mesh spacing of 6 inches by 6 inches (or a prefabricated polymeric mesh of equivalent strength)

³ Maximum Average Roll Value

SITE CONDITIONS FOR REMOVAL - After permanent vegetation of slope is established. Remove fence and post, regrade trench area and vegetate.

TYPICAL DETAIL - 806-70.0



WASHDOWN STATION

PHYSICAL DESCRIPTION - An area located at construction entrances designed to wash sediment from the tires and undercarriage of exiting vehicles and prevent sediment from being tracked onto existing roadways.

WHERE BMP IS TO BE INSTALLED - Across or immediately adjacent to exit paths from unpaved construction sites.

CONDITIONS FOR EFFECTIVE USE OF BMP

Drainage: Downstream BMP sized to treat dirty runoff from washdown station

WHEN BMP IS TO BE INSTALLED - First order of work, along with construction entrance, prior to vehicles or equipment accessing unpaved areas.

INSTALLATION/CONSTRUCTION PROCEDURES

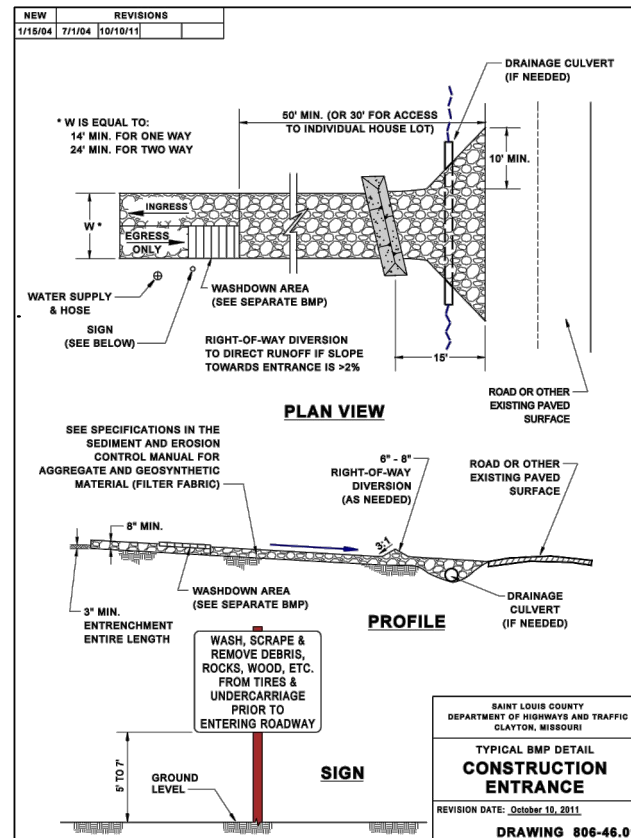
- ✓ Grade and compact area for drainage under washdown pad.
- ✓ Install steel-ribbed plate on frame or other support to allow a 2" drain space.
- ✓ Grade and vegetate downstream BMP (V-ditch shown on detail).
- ✓ Install water supply and hose.
- ✓ Post sign in advance of station indicating that all exiting vehicles and equipment must use station prior to exiting site.

O&M PROCEDURES:

- ✓ Remove sediment daily.
- ✓ Repair settled areas.
- ✓ Replace rock if necessary to maintain clean surface.

SITE CONDITIONS FOR REMOVAL - Remove when vehicles and equipment will no longer access unpaved areas.

TYPICAL DETAIL - 806-46.00



CONSTRUCTION ENTRANCE

PHYSICAL DESCRIPTION - A stabilized entrance to a construction site designed to minimize the amount of sediment tracked from the site on vehicles and equipment. Stabilization generally consists of aggregate over geogrid and geosynthetic material. Mud and sediment fall off of tires as they travel along the stabilized entrance; however, additional measures in the form of a washdown area should also be included on site. The stabilized entrance also distributes the axle load of vehicles over a larger area; thereby mitigating the rutting impact vehicles normally have on unpaved areas. See additional in the "Construction Site Access Requirements" section of this manual.

WHERE BMP IS TO BE INSTALLED - At locations where it is safe for construction vehicles and equipment to access existing streets - preferably at location of future streets or drives.

CONDITIONS FOR EFFECTIVE USE OF BMP

Drainage: Ditches or pipes, if needed, sized for 15 year, 20 minute storm; HGL 6" below surface of entrance

WHEN BMP IS TO BE INSTALLED - First order of work, along with washdown area, prior to vehicles or equipment accessing unpaved areas.

INSTALLATION / CONSTRUCTION PROCEDURES

- ✓ Grade and compact area of construction entrance.
- ✓ Install culvert under entrance if needed to maintain positive drainage.
- ✓ Place geosynthetic material next to compacted soil, lay geogrid on top of this, and cover with aggregate, forming diversion across entrance if needed to direct runoff away from roadway.
- ✓ See Washdown Station BMP for additional steps.

O&M PROCEDURES:

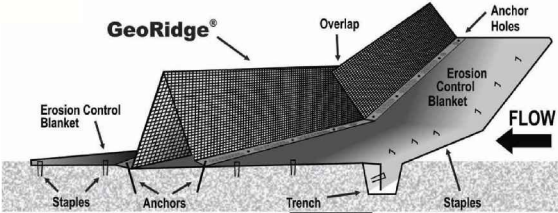
- ✓ Immediately remove any mud or debris tracked onto paved surfaces.
- ✓ Remove sediment and clods of dirt from construction entrance continuously.
- ✓ Replace rock if necessary to maintain clean surface.
- ✓ Repair settled areas.

SITE CONDITIONS FOR REMOVAL - Remove when vehicles and equipment will no longer access unpaved areas.

TYPICAL DETAIL - 806-46.01

INSTALLATION GUIDELINES

GeoRidge® & GeoRidge Bio®

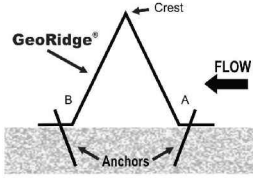


Select an erosion control blanket (ECB) grade based on the channel geometry and flow conditions. Follow manufacturer's recommended installation procedures.

Installation Instructions

Step 1: A section of ECB shall be placed across the flowline direction of the channel prior to the installation of the GeoRidge. The ECB section must span the entire width of the channel, while the width of the blanket must be at least one roll width or no less than 1.22 m (4 ft).

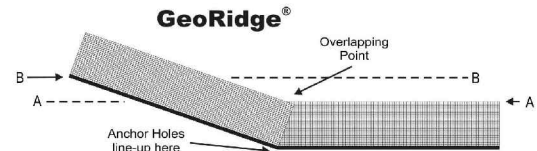
Step 2: The upstream edge of the ECB must be secured in a 100 mm 4" trench. Secure the blanket in the trench using 150mm or 6" minimum staples placed at 500 mm (1.67 ft) intervals along the edge. Backfill and recompact the soil in the upstream edge trench.



Minimum 3 anchors on the upstream side (A) and 2 anchors on the downstream side (B)

Step 3: Secure the downstream edge of the blanket with 150 mm or 6" minimum staples placed at 300 mm (1 ft) intervals along the edge.

GeoRidge® & GeoRidge Bio®



When installing GeoRidge ensure that point B is equal to or higher than point A. This will prevent water from flowing around sides of the GeoRidge mounted on the channel embankment.

Step 4: Place the GeoRidge berm in the middle of the ECB and anchor with 10" spiral spikes. Anchor spacing depends on soil condition and density. Minimum recommendation is 3 anchors on the upstream side and 2 anchors on the downstream side. The anchors will prevent water from going around or under the GeoRidge.

Note: If multiple GeoRidge panels are required to span a channel, ensure that the anchor holes line-up when you overlap each panel (see diagram above).



Spacing

When positioning GeoRidge panels in a channel, the gradient plays a key role in the distance between panels as follows:

Gradients	Spacing
1%	23.0 m
2%	11.5 m
3%	7.7 m
4%	5.8 m
5%	4.6 m
6%	3.9 m
7%	3.3 m
8%	2.9 m
9%	2.6 m
10%	2.3 m

Spacing is based on calculating the height of GeoRidge divided by the gradient.

Example: On a 2% gradient, 0.230 m (height of GeoRidge)/ 0.02 gradient = 11.5 m spacing.



HYDROLOGIC | DESIGN | CONSTRUCTION | MAINTENANCE | MONITORING | EVALUATION | REPORTING

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Environmental Products & Services



The Pump-It Tube® Patent Pending

The Pump-It Tube is ideal for removing sediment when dewatering collection ponds, sumps, and more.

- Attaches easily to pipes and hoses with a Velcro strip (included), simple pipe clamp or heavy zip tie (not included)
- High Flow Grey Material allows 192 gal/ft²/min
- Reusable-After use; clean by spraying out sediment
- Also available in custom sizes depending on amount of discharge
- High strength stitching to minimize high pressure blowouts
- Velcro handles sewn along the length of tube to aide in mobility
- Includes inside strap for Bio-Star flocc pouches

The Pumpit Tube® Specifications

Minimum Average Fabric Values

Properties	ASTM TEST	Value
Mass per Unit Area (oz/yd ²)	D-3776	5.2
Grab Tensile Strength, MD x CD (lbs)	D 4632	297 x 223
Grab Elongation, MD x CD (%)	D 4632	58 / 59
Trapezoid Tear, MD x CD (lbs)	D 4533	81 x 75
Puncture (lbs)	D 4833	99
Burst Strength (psi)	D 3786	340
Permittivity (sec-1)	D 4491	2.60
A.O.S. (U.S. sieve – (mm)	D 4751	60
Water Flow Rate (gpm/ft ²)	D-4491	192

DEWATERING

PHYSICAL DESCRIPTION - Dewatering Operations are practices that manage the discharge of pollutants when non-storm water and accumulated precipitation (storm water) must be removed from a work location so that construction work or utility installation may be accomplished. The contractor / permittee is responsible for insuring this provision is adhered to by all workers, utility companies, sub-contractors, etc. on any land disturbance site.

WHERE BMP IS TO BE INSTALLED

- Non-storm water includes, but is not limited to, groundwater, dewatering of piles, water from coffer dams, water diversions, and water used during construction activities that must be removed from a work area.
- Practices identified in this section are also appropriate for implementation when managing the removal of accumulated precipitation (storm water) from depressed areas at a construction site or utility excavation.
- Storm water mixed with non-storm water should be managed as non-storm water.
- Site conditions will dictate design and use of dewatering operations.
- The controls discussed in this BMP address sediment only. If the presence of polluted water with hazardous substances is identified by smell or sight (sheen), the contractor shall notify the Resident Engineer (RE) to discuss the applicable course of remediation action on County projects.
- Accumulated sediment that is commingled with other pollutants must be disposed of in accordance with all applicable laws and regulations.
- Avoid dewatering discharges where possible by using the water for dust control, by infiltration, etc.
- Sediment control and other appropriate BMP's (e.g., outlet protection / energy dissipation) must be employed when water is discharged. Dewatering discharges must not cause erosion at the discharge point. The discharge of murky, turbid, untreated dewatering operations water to a storm sewer or other water body is prohibited.
- The dewatering discharge shall not exceed a Total Settleable Solids limit of 0.5 mL/hr if the discharge is within the prescribed proximity of a "Valuable Resource Water" as defined by the Missouri Department of Natural Resources. Dewatering discharge shall not exceed a Total Settleable Solids limit of 2.5 mL/hr to any other outfall.
- Additional permits or permissions from other agencies may be required for dewatering.
- The anticipated volume of water to be discharged and the anticipated maximum flow discharged from dewatering activities expressed in gallons per minute, shall be provided and coordinated with the type and capacity of equipment being used for dewatering.
- In no case shall water be pumped off site without being treated.

- A variety of methods can be used to treat water during dewatering operations from the construction site or utility excavation. Several devices are presented in this section that provides options to achieve sediment removal. The size of particles present in the sediment or receiving water limitations on sediment are key considerations for selecting sediment treatment option(s); in some cases, the use of multiple devices may be appropriate. A few of the methods include but are not limited to:

- 1) Sediment / De-silting Basin.
- 2) Sediment Trap.
- 3) Mobile Settling Technologies - Weir Tank, Dewatering Tank.
- 4) Gravity Bag Filter.
- 5) Sand Media Particulate Filter.
- 6) Pressurized Bag Filter.
- 7) Cartridge Filter.

CONCRETE WASTE MANAGEMENT

DESCRIPTION - The purpose of this specification is to set forth procedures and practices designed to eliminate the discharge of concrete waste materials to storm drainage systems, drainage areas, streets or watercourses, which shall be required of the contractor.

APPROPRIATE APPLICATION OF BMP - Concrete waste management procedures and practices will be implemented on construction projects as follows:

- Where concrete is used as a construction material or where concrete dust and debris result from demolition activities.
- Where slurries containing Portland cement concrete (PCC), asphaltic concrete (AC) or bituminous concrete (BC) are generated, such as from saw cutting, coring, grinding, grooving and hydro-concrete demolition.
- Where concrete trucks and other concrete-coated equipment are washed on-site, when approved by the Resident Engineer or Construction Inspector.
- Where mortar-mixing station exist.

AWARENESS / ENFORCEMENT

- Contractor's and / or permit holder's superintendent or representative shall oversee and enforce concrete waste management procedures.
 - Discuss the concrete management techniques described in this BMP (such as handling of concrete waste and washout) with the ready-mix concrete supplier before any deliveries are made.
- The site superintendent shall make drivers aware of the presence of the concrete waste management facilities. The site superintendent should post signage indicating the location and designated use of the concrete waste management areas, and provide careful oversight to inspect for evidence of improper dumping of concrete waste and wash water.

IMPLEMENTATION

- Contractors, private individuals, public agencies, etc. using concrete material, shall incorporate requirements for concrete waste management into material supplier and subcontractor agreements. Include requirements in contracts with concrete delivery companies that drivers must use designated concrete washout facilities.
- Store dry and wet materials under cover, away from drainage areas.
- Avoid mixing excess amounts of fresh concrete.
- Do not allow excess concrete to be dumped on-site, except in designated areas.
- Cover the structures before predicted rainstorms to prevent overflows.
- Monitor on site concrete waste storage and disposal procedures at least weekly or as directed by the Resident Engineer or Construction Inspector.

- In St. Louis County, the contractor is required by Missouri State Law (10 CSR 10-6.170) and County Ordinance (612.340) to control fugitive dust blown from the construction site, signal installation, etc. Dust control, including saw-cut material etc., on the construction site shall be monitored for safety purposes and to prevent nuisances. The contractor / permittee shall apply reasonable measures to control dust and particulate matter (of any size or source) due to roadway / construction traffic, grading, clearing and grubbing, building demolition, saw-cutting etc. from migrating off the site of origin. Operations residue from grinding, saw-cutting etc. should be picked up (cleaned-up) by means of a vacuum device or swept up. Compressed or blown air may be used to clean negligible residual dust that the vacuum or sweeping did not clean up, as long as the above dust control procedures (and law and ordinance) are met. Saw cutting residue, slurry or dry, should not be allowed to enter storm drains or watercourses. Saw cutting residue should not be allowed to flow across the pavement and should not be left on the surface of the pavement when traffic is present, when precipitation is anticipated before cleanup or overnight. In approved locations, saw-cut slurry may flow into the dirt (where it can soak into the ground) adjacent to the saw-cutting operation and be buried, on site, 2" minimum below finished grade. Other dust control and clean-up procedures may be acceptable as approved by the Engineer or St. Louis County. See additional Concrete Waste Management requirements in this Manual.

WASHOUT AREA PROTOCOL

- Contain concrete washout on site or take it offsite for disposal in designated areas only.
- Do not wash out concrete trucks into storm drains, open ditches, streets, or streams.
- For onsite washout:
 - Locate washout area on-site at least 50 feet from storm drains, open ditches, or water bodies. Do not allow runoff from this area by constructing a temporary pit or bermed area large enough to contain liquid and solid waste. Locate it in a dirt area where the liquid portion of the washout can soak into the ground. They are preferably built below-grade to prevent breaches and reduce the likelihood of runoff. Discontinue use of the washout once it reaches 75% capacity. Washouts should be sized to handle solids and wash water to prevent overflow. It is estimated that 7 gallons of wash water are used to wash one truck chute and 50 gallons are used to wash out the hopper of a concrete pump. Implement a maintenance schedule for washout areas.
 - Temporary washout facilities should have pit or bermed areas of sufficient volume to completely contain all liquid and waste concrete materials generated during washout procedures.
 - Wash out wastes into the pit where the concrete can set, be broken up, and used on site; or buried on site; or disposed of properly.
- Do not wash sweepings from exposed aggregate concrete into the street or storm drain. Collect and return sweepings to aggregate base stockpile or dispose of in the trash.
- Do not place concrete wash water in a pit that is connected to the storm drain system or that drains to nearby waterways.

- Locate concrete washout facilities in an area that allows convenient access for concrete trucks, preferably near the area where the concrete is being poured. Appropriate gravel or rock should cover paths to concrete washout facilities if the facilities are located on undeveloped property. These areas should be far enough away from other construction traffic to reduce the likelihood of accidental damage and spills. The number of facilities you install should depend on the expected demand for storage capacity. On large sites with extensive concrete work, place washouts in multiple locations for ease of use. If the dried concrete washout is buried on the site it shall have a 2-foot cover minimum. The 2-foot cover shall match with surrounding finished grade.
- Concrete washed out in areas other than those designated for such activity, shall be cleaned up by the contractor.
- Install signage adjacent to each washout facility to inform concrete equipment operators to utilize the proper facilities.
- Perform washout of concrete mixers, delivery trucks and other delivery systems in designated areas only.
- Wash out concrete from concrete pumper bins into concrete pumper trucks and discharge into designated washout area.
- Equipment that cannot be easily moved, such as concrete pavers, shall only be washed in designated areas that do not drain to waterways or storm drain systems.
- Backfill and repair holes, depressions or other ground disturbance caused by the removal of the temporary concrete washout facilities.
- Wash out concrete on site into a future designated final concrete pour location. This location cannot be within 50 feet of a storm or sanitary sewer; or water course; or where it can drain off site. The washout cannot jeopardize the integrity of the final concrete pour. Concrete to be removed from the site shall be disposed of in conformance with the provisions in Standard Specification Manual, Section 202, all as directed by the Engineer. No additional payment will be made for complying with the above specification.
- A self-contained and watertight container may be used to control, capture, and contain concrete wastewater and wash-out material. The container must be portable and temporary, damage resistant, protect against spills and leaks, and sized to handle solids and wash water to prevent overflow. The container should be emptied and cleaned when 75% of its capacity is reached. After all liquids evaporate or are pumped or vacuumed, and the remaining slurry solidified, the Contractor may bury the solids on site. On County Highway Projects the solids may be buried on site if approved by the Engineer. In either case, solids shall be buried a minimum of 2 feet below finished grade. Disposal of container contents that are removed from the site shall be made at an approved landfill. In order to prevent overflows caused by natural occurrences and to provide security for safety purposes and against acts of vandalism, the container shall be covered at the end of each workday and remain covered until the beginning of the next workday. The cover shall remain on site with the container at all times. Container shall be free of liquids during any on-site relocation process or transport to another site. On County Highway projects, location(s) for the container shall be approved by the Engineer.

TYPICAL DETAIL - 806-46.03

CONCRETE WASTE MANAGEMENT



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Creve Coeur, St Louis County, Missouri

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Professional Engineer Seal
Mark Edward Meyer - Engineer
MO# 2000150043



Expiration Date: Dec. 31, 2014

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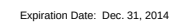
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Designed: MEM
Drawn: JDF
Checked: TPD
Approved: MEM
Sheet Title:

EROSION AND
SEDIMENT CONTROL
DETAILS

Sheet Number:

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Creve Coeur, St Louis County, Missouri

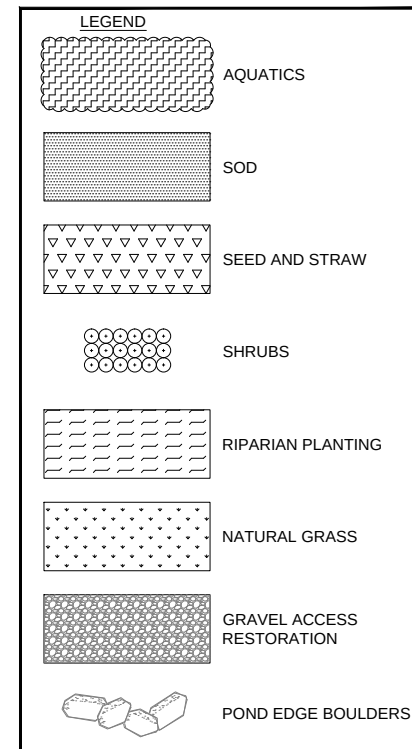
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Sheet Number:

Sod			
Quantity	Scientific name	Common Name	Form
1,077 sq yds	<i>Festuca spp.</i>	Turf type tall fescue sod	rolled sod
Seed & Straw			
552 sq yds	St. Louis County Seed and Straw		PLS
Gravel Access Restoration			
420 sq yds	Gravel access road restoration		





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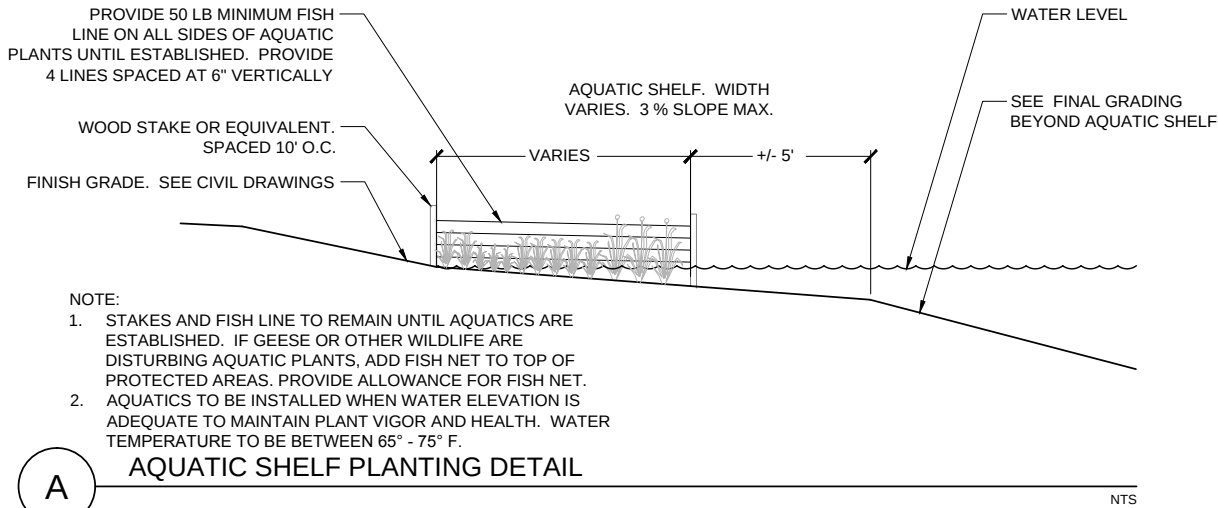
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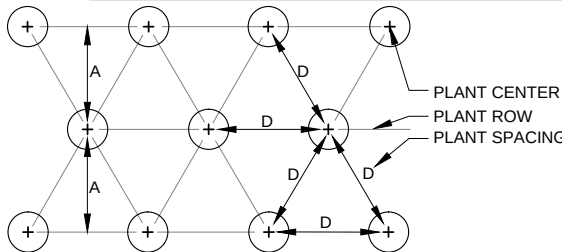
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Sheet Title:

PLANTING PLAN
DETAILS

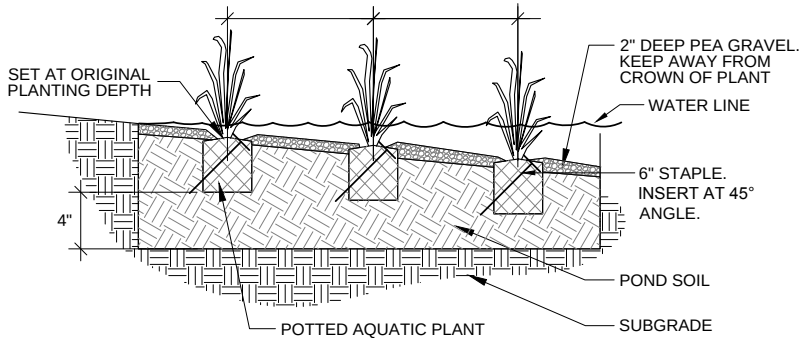
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SPACING "D"	ROW "A"	NUMBER OF PLANTS/SQ. FT.
36"	31.2"	.110
30"	26.0"	.160
24"	20.8"	.250
18"	15.6"	.450
15"	13.0"	.640
12"	10.4"	1.00
10"	8.66"	1.44
8"	6.93"	2.25
6"	5.19"	4.00



SEE PLAN FOR SPACING

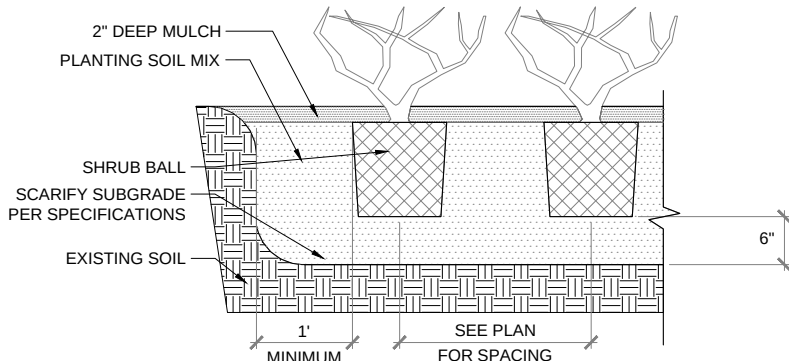
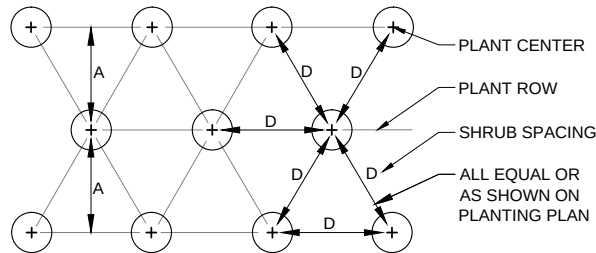


- NOTES:
1. REMOVE SPENT FLOWERS PRIOR TO PLANTING.
 2. LOOSEN ROOT MASS AT BOTTOM OF ROOTBALL.
 3. TOP OF ROOTBALL STRIPPED OF ¼" SURFACE GROWING MEDIA AND COVERED WITH ¾" LANDSCAPE BED MIX PLUS SURFACE MULCH.
 4. GROUND COVER SPACING SHALL BE AS NOTED IN PLANTING SCHEDULE.

C AQUATIC PLANTING DETAIL

NTS

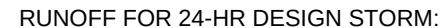
SPACING "D"	ROW "A"	NUMBER OF PLANTS/SQ. FT.
24"	20.8"	.250
30"	26.0"	.160
36"	30.0"	.110
4'	3.46'	.060



- NOTES:
1. SHRUB SPACING SHALL BE AS NOTED IN PLANTING SCHEDULE.
 2. IF SHRUBS ARE B&B, ROPES AT TOP OF BALL SHALL BE CUT. REMOVE TOP ⅓ OF BURLAP. NON-BIODEGRADABLE MATERIAL SHALL BE TOTALLY REMOVED.

B SHRUB PLANTING

NTS



AREA ID 1.1	AREA ID 1.2
DA = 81 AC	DA = 4.5 AC
CN = 94	CN = 83
$T_c = 7.9$ MIN.	$T_c = 7.3$ MIN
$Q_1 = 240$ CFS	$Q_1 = 8$ CFS
$Q_2 = 309$ CFS	$Q_2 = 12$ CFS
$Q_5 = 332$ CFS	$Q_5 = 13$ CFS
$Q_{10} = 440$ CFS	$Q_{10} = 19$ CFS
$Q_{25} = 611$ CFS	$Q_{25} = 28$ CFS
$Q_{50} = 726$ CFS	$Q_{50} = 35$ CFS
$Q_{100} = 771$ CFS	$Q_{100} = 38$ CFS

AREA ID 1.3	AREA ID 1.4
DA = 12.8 AC	DA = 14.8 AC
CN = 80	CN = 80
T _c = 6.6 MIN	T _c = 21.1 MIN
Q ₁ = 21 CFS	Q ₁ = 14 CFS
Q ₂ = 32 CFS	Q ₂ = 22 CFS
Q ₅ = 35 CFS	Q ₅ = 24 CFS
Q ₁₀ = 53 CFS	Q ₁₀ = 37 CFS
Q ₂₅ = 83 CFS	Q ₂₅ = 59 CFS
Q ₅₀ = 104 CFS	Q ₅₀ = 74 CFS
Q ₁₀₀ = 112 CFS	Q ₁₀₀ = 80 CFS

AREA ID 1.5	AREA ID 2
DA = 1.8 AC	DA = 71.8 AC
CN = 80	CN = 87
$T_c = 7.8$ MIN	$T_c = 17.4$ MIN
$Q_1 = 3$ CFS	$Q_1 = 114$ CFS
$Q_2 = 4$ CFS	$Q_2 = 159$ CFS
$Q_5 = 4$ CFS	$Q_5 = 174$ CFS
$Q_{10} = 7$ CFS	$Q_{10} = 246$ CFS
$Q_{25} = 11$ CFS	$Q_{25} = 363$ CFS
$Q_{50} = 13$ CFS	$Q_{50} = 442$ CFS
$Q_{100} = 14$ CFS	$Q_{100} = 473$ CFS

RUNOFF FOR 20-MIN DESIGN STORM:

AREA ID 1	AREA ID 2
DA = 114.9 AC	DA = 71.8 AC
% IMP = 69.1	% IMP = 39.2
PI ₁₅ = 3.0	PI ₁₅ = 2.4
PI ₁₀₀ = 4.0	PI ₁₀₀ = 3.2
Q ₁₅ = 339.3 CFS	Q ₁₅ = 170 CFS
Q ₁₀₀ = 457.1 CFS	Q ₁₀₀ = 229 CFS

STRUCTURE #1 (POND OUTFALL)

DA = 113 AC
%IMP = 71.3
PI₁₅ = 3.0
PI₁₀₀ = 4.0
Q₁₅ = 338 CFS
Q₁₀₀ = 456 CFS

STORMWATER MANAGEMENT NOTE:

LAND AREA DISTURBED = 0.9 ACRES

ANY FUTURE LAND DISTURBANCE AND/OR INCREASE IN IMPERVIOUS AREA ON THIS SITE MAY REQUIRE ADDITIONAL STORM WATER MANAGEMENT PER MSD REGULATIONS IN PLACE AT THAT TIME

DISTURBED AREA RUNOFF DIFFERENTIAL:

BEFORE	AFTER
AREA = 0.9 AC	AREA = 0.9 AC
% IMP = 11.4	% IMP = 4.0
PI ₁₅ = 1.81	PI ₁₅ = 1.68
Q ₁₅ = 1.63 CFS	Q ₁₅ = 1.51 CFS

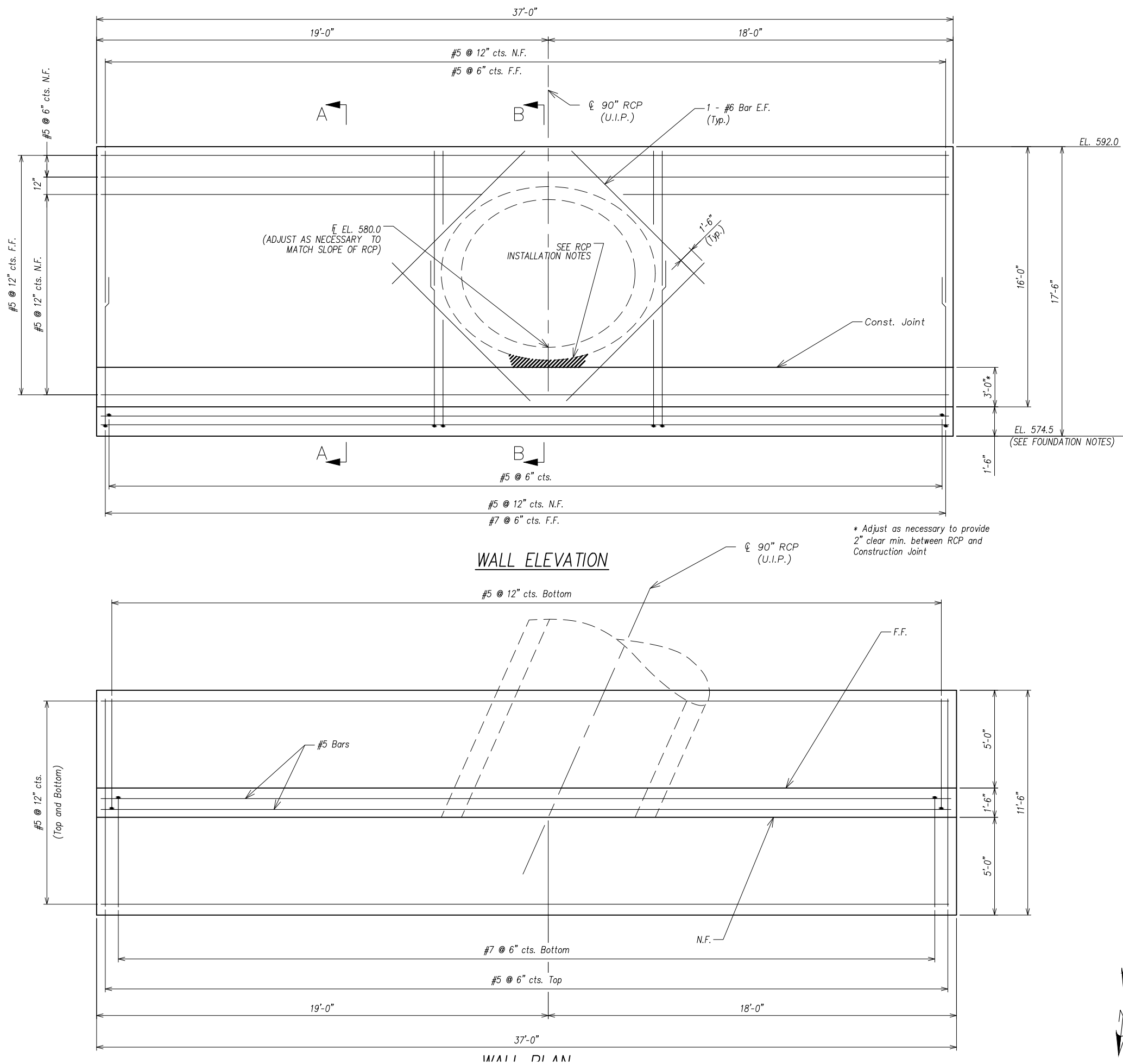
DIFFERENTIAL = 1.63 - 1.51 = 0.12 CFS REDUCTION

THIS SHEET FOR DRAINAGE CALCULATION
PURPOSES ONLY AND SHALL NOT BE USED
AS CONSTRUCTION PLANS.

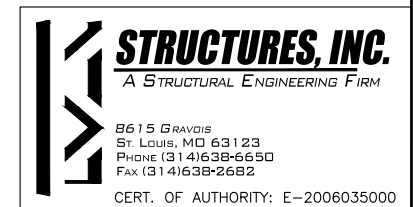


SCALE: 1"=200'

MSD P# - P29963-00, BASEMAP 17N4



N.F. = Near Face
F.F. = Far Face
E.F. = Each Face
U.I.P. = Use-In-Place



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Professional Engineer Seal
John J. Gruendler - Engineer
MO# E-23263



Date: Sept. 12, 2014

Expiration Date: Dec. 31, 2015

Date	Description
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.	.
.	.
.	.

at No. 1311

ned: AF

PR

ed: JJG

ved: JJG

Headwall Details

Number:

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John J. Gruendler - Engineer
MO# E-23263



Date: Sept. 12, 201

Expiration Date: Dec. 31, 20

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Project No. 131

Designed: A

Drawn: PR

Checked: JJ

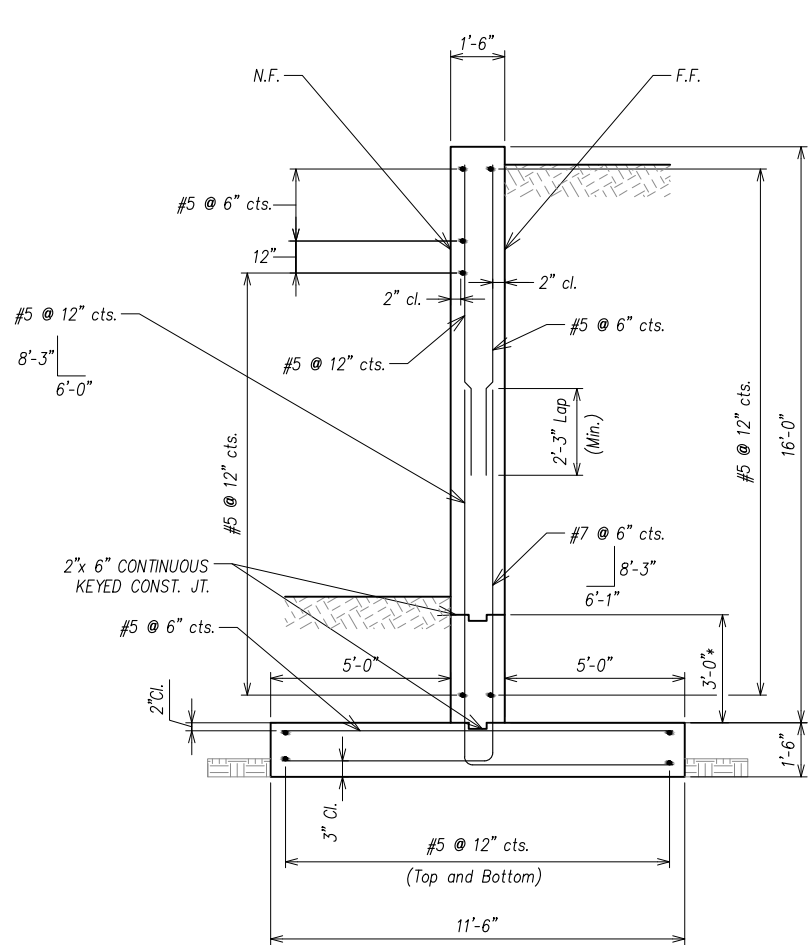
Approved: J

Headwall Details

Sheet Numb

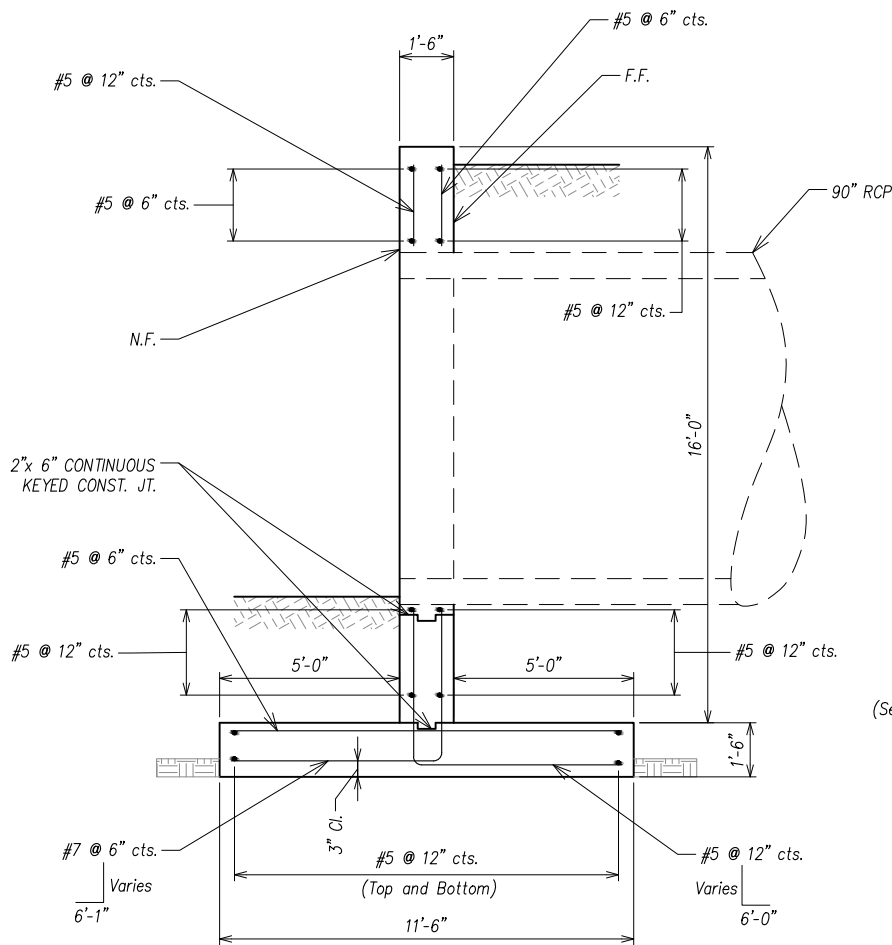
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5.17.C

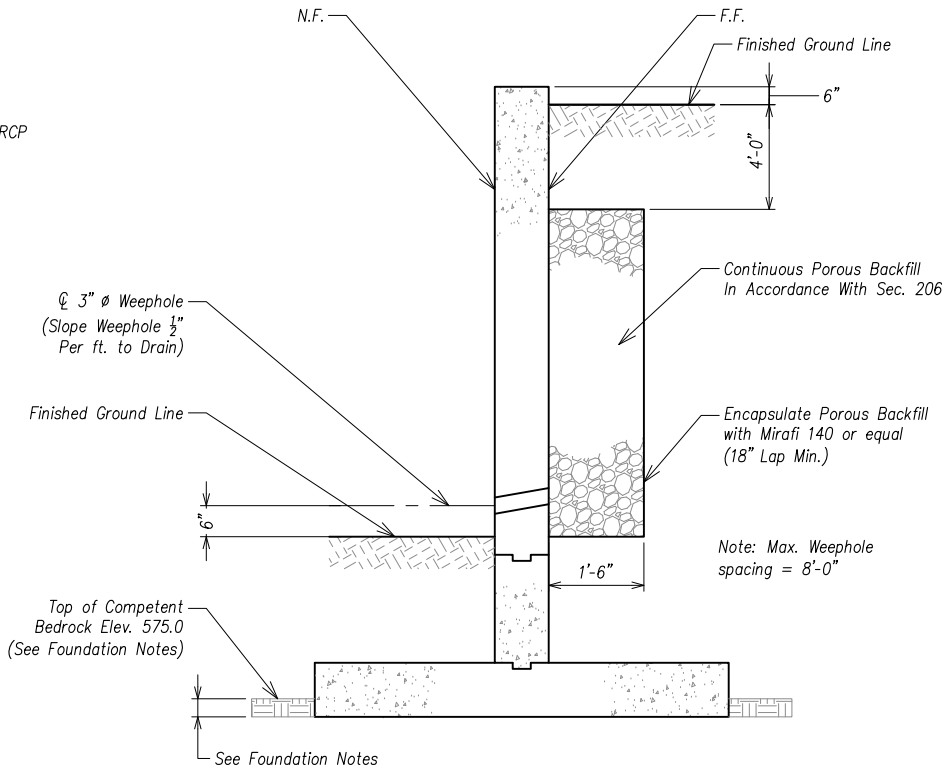


* Adjust as necessary to provide
2" clear min. between RCP and
Construction Joint

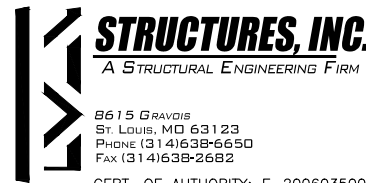
SECTION A-A



SECTION B-B

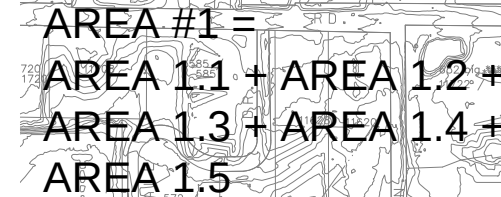


Note: Max. Weephole spacing = 8'-0"



CERT. OF AUTHORITY: E-2006035000

*This drawing is not scale
Follow Dimensions.*



AREA ID 1.1	AREA ID 1.2
DA = 81 AC	DA = 4.5 AC
CN = 94	CN = 83
T _c = 7.9 MIN.	T _c = 7.3 MIN
Q ₁ = 240 CFS	Q ₁ = 8 CFS
Q ₂ = 309 CFS	Q ₂ = 12 CFS
Q ₅ = 332 CFS	Q ₅ = 13 CFS
Q ₁₀ = 440 CFS	Q ₁₀ = 19 CFS
Q ₂₅ = 611 CFS	Q ₂₅ = 28 CFS
Q ₅₀ = 726 CFS	Q ₅₀ = 35 CFS
Q ₁₀₀ = 771 CFS	Q ₁₀₀ = 38 CFS

AREA ID 1.3	AREA ID 1.4
DA = 12.8 AC	DA = 14.8 AC
CN = 80	CN = 80
T _c = 6.6 MIN	T _c = 21.1 MIN
Q ₁ = 21 CFS	Q ₁ = 14 CFS
Q ₂ = 32 CFS	Q ₂ = 22 CFS
Q ₅ = 35 CFS	Q ₅ = 24 CFS
Q ₁₀ = 53 CFS	Q ₁₀ = 37 CFS
Q ₂₅ = 83 CFS	Q ₂₅ = 59 CFS
Q ₅₀ = 104 CFS	Q ₅₀ = 74 CFS
Q ₁₀₀ = 112 CFS	Q ₁₀₀ = 80 CFS

AREA ID 1.5	AREA ID 2
DA = 1.8 AC	DA = 71.8 AC
CN = 80	CN = 87
T _c = 7.8 MIN	T _c = 17.4 MIN.
Q ₁ = 3 CFS	Q ₁ = 114 CFS
Q ₂ = 4 CFS	Q ₂ = 159 CFS
Q ₅ = 4 CFS	Q ₅ = 174 CFS
Q ₁₀ = 7 CFS	Q ₁₀ = 246 CFS
Q ₂₅ = 11 CFS	Q ₂₅ = 363 CFS
Q ₅₀ = 13 CFS	Q ₅₀ = 442 CFS
Q ₁₀₀ = 14 CFS	Q ₁₀₀ = 473 CFS

AREA ID 1	AREA ID 2
DA = 114.9 AC	DA = 71.8 AC
% IMP = 69.1	% IMP = 39.2
PI ₁₅ = 3.0	PI ₁₅ = 2.4
PI ₁₀₀ = 4.0	PI ₁₀₀ = 3.2
Q ₁₅ = 339.3 CFS	Q ₁₅ = 170 CFS
Q ₁₀₀ = 457.1 CFS	Q ₁₀₀ = 229 CFS

DA = 113 AC
%IMP = 71.3
PI₁₅ = 3.0
PI₁₀₀ = 4.0
Q₁₅ = 338 CFS
Q₁₀₀ = 456 CFS

LAND AREA DISTURBED = 0.9 ACRES

ANY FUTURE LAND DISTURBANCE AND/OR INCREASE IN IMPERVIOUS AREA ON THIS SITE MAY REQUIRE ADDITIONAL STORM WATER MANAGEMENT PER MSD REGULATIONS IN PLACE AT THAT TIME

BEFORE	AFTER
AREA = 0.9 AC	AREA = 0.9 AC
% IMP = 11.4	% IMP = 4.0
PI ₁₅ = 1.81	PI ₁₅ = 1.68
Q ₁₅ = 1.63 CFS	Q ₁₅ = 1.51 CFS

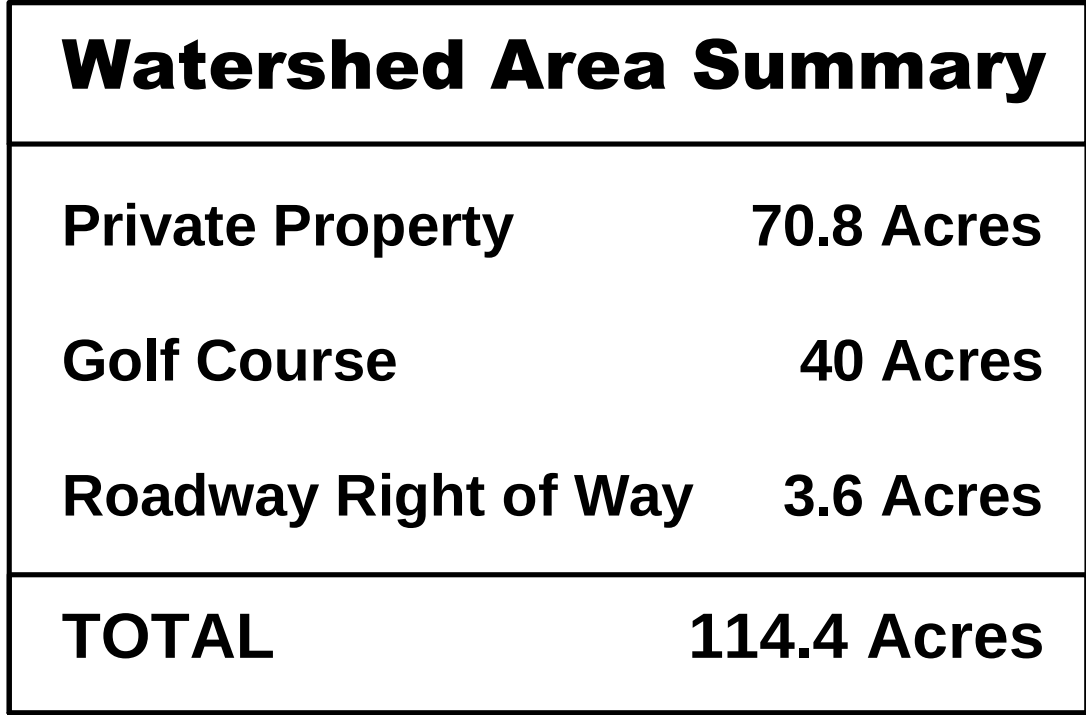
DIFFERENTIAL = 1.63 - 1.51 = 0.12 CFS REDUCTION

THIS SHEET FOR DRAINAGE CALCULATION
PURPOSES ONLY AND SHALL NOT BE USED
AS CONSTRUCTION PLANS.



SCALE: 1"=200'

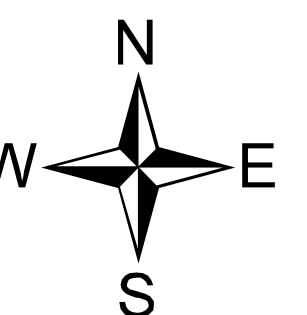
MSD P# - P29963-00, BASEMAP 17N4



Legend

 Parcels in Golf Course Dam Watershed

 Other Parcels



Packet Pg. 334



16253 Swingley Ridge Rd, Suite 100, St. Louis, MO 63017
 636-777-3000 314.432.5812



Creve Coeur Temporary Dam Stabilization Alternatives Analysis Summary Memorandum

To: City of Creve Coeur, Missouri
 By: Mark Meyer, PE
 Date: 11-05-2014
 Re: Creve Coeur Dam

OBJECTIVE:

The objectives of the Creve Coeur Temporary Dam Stabilization Alternatives Analysis are:

1. Identify potential methods to temporarily stabilize the failed dam located along the Creve Coeur Golf Club's southern property line adjacent to the #5 green.
2. Assume the dam reconstruction is postponed for 3 to 5 years and, therefore, the temporary stabilization method must hold the dam during this time.
3. Stabilization of the failed channel and other structures downstream of the dam are not part of this analysis
4. Restore the pond water surface elevation to the pre-failure elevation associated with the bottom of the existing V-notch weir.
5. Include a description, cost opinion, and discussion of major pros and cons in the analysis

BACKGROUND:

Design plans for the original dam are dated 1971 indicating that the dam is over 40 years old. Plan sheets from the 1980's include notes regarding dam repairs that are needed which indicate the City was experiencing problems with the dam as recent as 10 years after construction.

The dam failed in 2013 as a result of piping through the embankment along the existing overflow structure. Intuition & Logic was retained in 2013 and designed a new dam and overflow structure with associated items to replace the failed dam. Construction of the new dam has been delayed.

It is by LOGIC that we prove
 but by INTUITION that we discover

Over the last year, the failure has persisted and expanded into large visible holes through the dam. The City has made multiple attempts to stop the failure using a variety of approaches including mud jacking, grout, fill and fabric. The City has also observed debris in the dam embankment material in areas of the piping failure. The debris includes concrete chunks and a fence post. 23 yards of grout have been pumped into the dam and under the concrete spillway as part of past repairs.

APPROACH:

Intuition & Logic's (I&L) approach to the Temporary Dam Stabilization Alternatives Analysis is as follows:

1. Conduct a Temporary Dam Stabilization Alternatives Analysis Meeting and site visit with City Officials and members of the design team to discuss the City's goals, objectives and potential temporary stabilization alternatives.
2. Develop potential approaches identified at the alternatives meeting into potential temporary dam stabilization alternatives. Include a description, concept limits of construction, order of magnitude construction costs, and brief discussion of pros and cons.
3. Summarize the analysis in a Creve Coeur Dam Temporary Stabilization Alternatives Analysis Summary Memorandum.

RESULTS:

Temporary Dam Stabilization Alternatives Analysis Meeting

A Temporary Dam Stabilization Alternatives Analysis meeting was held at the Creve Coeur Golf Club on October 22nd, 2014. Jim Heines, Matt Wohlberg, Kirsten Barnes, Dennis Boll (Geotechnology), Daniel Hearst (I&L) and Mark Meyer (I&L) attended the meeting. The following are the notes from the 10/22/201 Alternatives Meeting:

NOTES FROM 10/22/2014 ALTERNATIVES MEETING
<i>Objective and Background Information Discussion:</i> • The Objective of this analysis is to determine a temporary solution to the dam failure. ○ Assume the dam design is postponed for 3-5 years ○ The analysis should focus on the dam failure • In the past, 23 cubic yards of grout have been pumped into the dam and under the concrete spillway. • The dam was originally constructed ~1971. • Plan sheets from the 1980's include notes regarding dam repairs that are needed. • The City has seen debris as fill in the dam embankment in areas of piping failure. • Debris includes concrete chunks, fence post and other items that appears to be construction waste. ○ The debris could be part of a previous repair • If possible, it would be ideal to bring the pond back up to the weir depth (depth before the failure). • The analysis should include pros and cons of moving forward with the current dam repair design plans. ○ This should include a cost analysis comparison with the alternative analyses. ○ Cost analysis of the current dam repair plans should eliminate the dredging cost as well as all decorative items.

NOTES FROM 10/22/2014 ALTERNATIVES MEETING
Potential Alternatives Discussion:

- CURRENT REPAIR DESIGN - Construct the current repair design with the pond dredging and all decorative options removed from the plan
- CHANNEL - Remove the dam and concrete and constructing a channel in place of the pond
- BENTONITE LINING - Line the face of the dam location with bentonite
- SYNTHETIC LINING – Line the dam with a Butyl Rubber or HDPE liner
- CLAY EMBANKMENT - Construct a clay dam embankment in front of the dam
- PRESSURE GROUT - Pressure Grout the dam
- SHEET PILE DAM - Construct a sheet pile dam in front of the existing dam with some type of backfill... either a gravel with a bonding agent or clay
- PORT-A-DAM - Install a Port-A Dam in front of the existing dam
- DO NOTHING - Do nothing and allow the dam to continue to fail

Alternatives and Analysis Discussion:

- Analysis of the current repair design should explore potential issue with constructing the current repair design prior to constructing improvements to the upper ponds.
- The questing was posed: what if the City built the current repair design now and then, as part of the upper pond design effort, the City discovers that they want a different design in the lower pond? The team discussed various changes in the lower pond design:
 - Provide water quality BMPs – discussed that water quality BMPs will be part of the upper pond design and can be fully met without altering the lower pond.
 - Add detention storage – Discussed that the City is required to match current detention performance which can be fully met without altering the lower pond.
 - Discussed that there is no requirement to add detention storage to the ponds.
 - Discussed that it is extremely unlikely that the City would add detention because adding detention could be a substantial and costly reconfiguration of the golf course and ponds.
 - However, if the City decided to add detention, it could be added to the upper ponds without altering the lower pond.
 - Discussed that the lower pond overflows in a 1 year storm and does not provide any notable detention.
 - Discussed that there is no flooding problems here. No residents have been flooded.
 - Discussed that the current repair design meets all Local, State and Federal requirements.
 - The discussions did not identify any reasonable scenario that would require altering the current repair design.
- Schedule: the temporary repair construction would take about one month.
- Most temporary repair options will not require permitting because this is a maintenance activity.
- Any temporary solution that would require permitting would extend the time it will take to construct the temporary repair. This would make any temporary repair alternative requiring permitting less desirable.
- The City would like the analysis team to include a recommendation in the alternatives analysis.
- The City would like the team to include a comparison of cost.
- The analysis will be presented at the November 10th Council Meeting.
- All material should be sent to the City by the morning of November 5th.
- Mark will send a draft copy by 8:00am November 3rd.
- Discussed the budget for temporary repair alternatives would most likely be in the \$50,000-\$75,000 range because any alternative that is more expensive is becoming too close to the permanent option cost.
- Stench from the pond location is leading to a loss of revenue for the city.

NOTES FROM 10/22/2014 ALTERNATIVES MEETING

Field Visit Discussions

- The Dam has failed in multiple locations. Leaks are visible at several different locations.
- The spillway is also failing in multiple locations.
- Significant flow was observed from behind the channel walls in several locations.
- The water coming through the dam disappears just after the bridge and appears to run beneath the channel for 25-30'. This flow path was previously mudjacked and this issue no longer occurred. It appears as if the path has been reestablished.
- The exposed portions of grout have deep trenches cut.
- A failed gabion basket exists just downstream of the wooden bridge.
- The wall on the right descending bank just downstream from the dam appears to have settle 2-3 inches when comparing it to cement on top.
- This is an emergency repair.
- CLAY EMBANKMENT ALTERNATIVE DISCUSSION
 - Add a clay embankment 4 to 6 feet thick at a 1V:3H slope on the upstream face of the dam.
 - Key the embankment 3 to 5 feet into stable soils.
 - Extend embankment along length of dam.
 - Drain pond.
 - Remove and dispose of silt.
 - Trench into stable underlying soil. Haul soils away.
 - Install clay cutoff trench.
 - Would have to tie into acceptable soil on all sides and at the dam.
 - Tying into the concrete spillway may pose an issue.
 - Place riprap or sod on top of the liner.
- BENTONITE LINING ALTERNATIVE DISCUSSION
 - Drain pond.
 - trench down to suitable subgrade material.
 - Place soil face on the dam to provide a uniform surface for the bentonite liner.
 - Place bentonite pond liner.
 - The liner will not seal against the concrete wing walls and overflow structure.
 - Discussed bolting flat bars on the concrete surfaces in place of installing a soil face.
- SYNTHETIC LINING ALTERNATIVE DISCUSSION
 - Same installation as the bentonite.
 - Need to key the liner in at the edges so water does not seep behind the liner.
 - Liner could be flat barred to any concrete structures.
 - Would require soil fill to provide a uniform surface and bring out the banks to a location equal to the wingwalls.
- SHEET PILE DAM ALTERNATIVE DISCUSSION
 - Go out 3-4 feet upstream of the current dam for sheet piles.
 - Similar to clay embankment alternative.
 - Backfill sheet piles with clay material.
 - If we backfilled with gravel or rip rap, we will need to waterproof it.
 - Place rip rap or grout on top to armor.
- PRESSURE GROUT ALTERNATIVE DISCUSSION
 - Grout quantities are unknown.
 - Would assume a void factor through the dam in order to achieve a quantity.
 - Apply only to the dam and not the channel downstream. Our objective is to temporarily stabilize the dam.
 - Grout injection pattern along the top of the dam and on the side and bottom of the overflow structure.
 - Recent mud jacking had to be stopped because the existing concrete panels were moving due to the mud pressure.

NOTES FROM 10/22/2014 ALTERNATIVES MEETING

- o This movement may make grout injection not feasible.
 - o City has existing information from grout injection companies.
- CHANNEL ALTERNATIVE DISCUSSION
 - o Would require multiple grade controls through the pond.
 - o The concrete structure and channel will be removed.
 - o Would require some type of control for sediment that has built up in the pond.
 - o Rock channel stabilization.
 - o Re-grading and planting banks.
 - o There will be an unpleasant smell associated with the construction and working of the pond bottom soils.
 - o This is not a small repair. This alternative will require full engineering design and Permitting.
- DO NOTHING ALTERNATIVE DISCUSSION
 - o The dam has already failed.
 - o The failure mode for this dam is what we are observing.
 - o Failure will continue to worsen.
 - o The failure could result in one or several concrete panels or large concrete chunks falling in and blocking the 90" pipe, resulting in potential for flooding.
 - o Would result in continuous monitoring after each rain event and chasing any observed problems.
 - o Could grow into a large void and pond silt washing downstream.
- PORT-A-DAM ALTERNATIVE DISCUSSION
 - o Does not seem like a viable option.
 - o Port-A-Dam structures have no mechanism for controlled overflow.
 - o Would still need to seal the dam from the water that overflows the Port-A-Dam.

Alternatives Analysis

The approaches discussed at the Temporary Dam Stabilization Alternatives Analysis Meeting were further evaluated and developed into alternatives. The following pages contain information regarding the Approach, Discussion, Probability of success, Potential Construction Process, Design and Construction Duration and Cost Opinion of the following alternatives:

ALT 1 – CLAY EMBANKMENT
 ALT 2 – POND LINER
 ALT 3 – SHEET PILE DAM
 ALT 4 – PRESSURE GROUT
 ALT 5 – REPLACE POND WITH CHANNEL
 ALT 6 – REPLACE DAM PER EXISTING PLANS
 ALT 7 – SLURRY TRENCH
 ALT 8 – DO NOTHING
 PORT-A-DAM or AQUA DAM

ALT 1 - CLAY EMBANKMENT

Approach

Add a clay embankment along the upstream face of the existing dam and spillway to stop the piping failure.

Discussion

Geotechnical design and the presence of a geotechnical engineer on site during construction is recommended. The embankment may need to be 4 to 6 feet thick at a 1V:3H minimum slope on the upstream face of the dam and keyed into the bed of the pond to suitable subgrade material. Odor from the lake bottom material will likely be present during construction. Pond flows will likely be pumped over the dam to keep the construction area dry.

Probability of success: High

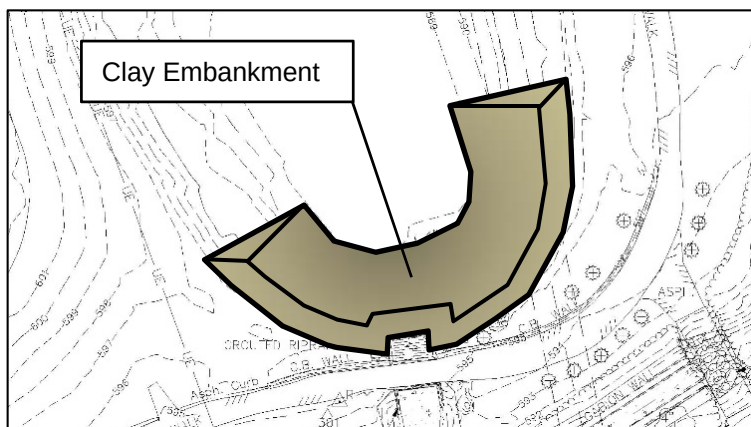
The Clay Embankment Alternative has a high probability of success because it seals the entire face of the dam.

Potential Design and Construction Process

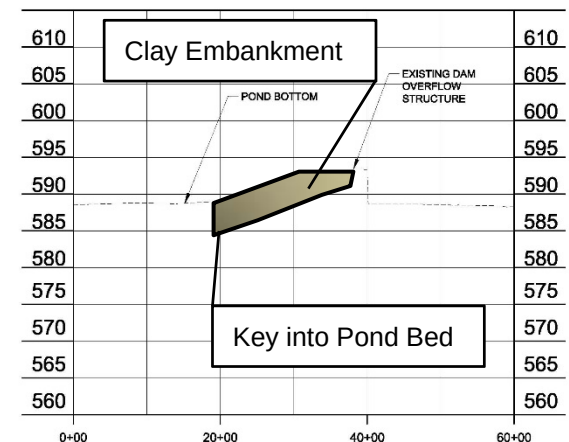
Drain the pond, excavate silt and other unsuitable material within the construction limits, dispose of the excavated material, dress the front face of the dam, install clay embankment, place riprap or other erosion control material on top of the clay embankment, sod finished grade. The opinion of design duration is 1 to 2 weeks and construction duration is 2 to 4 weeks.

Cost Opinion: \$80,000

Cost opinion variables include: 6ft thick layer of clay, clay embankment is keyed into the pond bed 5ft deep, pond bottom material is removed to accommodate 6ft thick clay layer, 1ft thick riprap placed on top of clay, 20ft wide access restoration, 20% contingency



Clay Embankment Plan View



Clay Embankment Profile View

ALT 2 – POND LINER

Approach

Add a Bentonite Liner, Geosynthetic Clay Liner, or other pond liner along the upstream face of the existing dam and spillway to stop the piping failure.

Discussion

Geotechnical design and the presence of a geotechnical engineer on site during construction is recommended. Additional clay material will be added and the front face of the dam smoothed and to provide a uniform surface for the liner. The liner will be keyed into the bed and sides of the pond to suitable subgrade material. The liner will be sealed against the concrete spillway structure using bolted flat bars and epoxy or other suitable method. Rip rap or other material will be placed on top of the liner to hold it in place and protect from flow velocities. The liner may also be keyed into the top of the dam. An additional mesh/fabric for biaxial strength may be installed in conjunction with the pond liner. Odor from the lake bottom material will likely be present during construction. Pond flows will likely be pumped over the dam to keep the construction area dry.



Probability of success: High

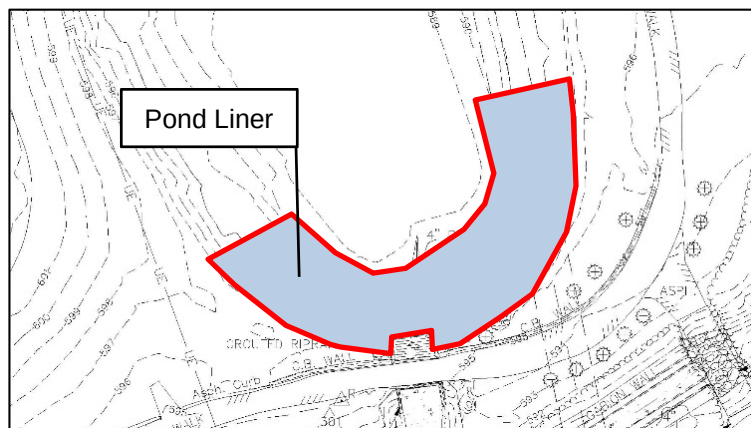
The Pond Liner has a high probability of success because it seals the entire face of the dam.

Potential Design and Construction Process

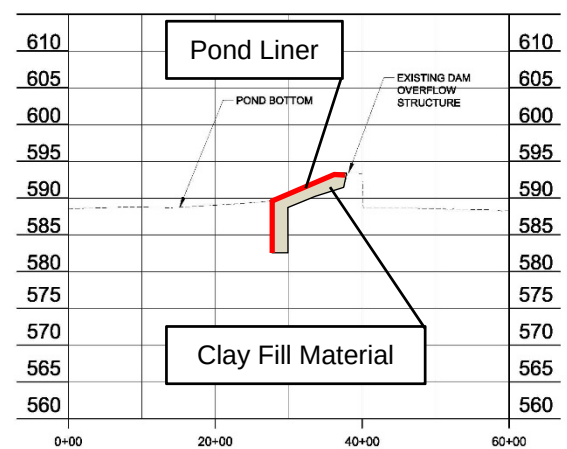
Drain the pond, excavate silt and other unsuitable material within the construction limits, dispose of the excavated material, dress the front face of the dam, install Liner, place riprap or other erosion control material on top of the liner. The opinion of design duration is 1 to 2 weeks and construction duration is 2 to 4 weeks.

Cost Opinion: \$60,000

Cost opinion variables include: 30ft wide liner, 170ft long, excavate pond bottom 4ftX8ft to entrench liner to suitable subgrade, entrench liner 8ft deep, 22ft on slope, riprap on top on slope, 20ft wide access restoration, 20% contingency.



Pond Liner Plan View



Pond Liner Profile View

It is by LOGIC that we prove
but by INTUITION that we discover

ALT 3 – SHEET PILE DAM

Approach

Construct a sheet pile wall in front of the existing dam and backfill with clay material along the upstream face of the existing dam and spillway to stop the piping failure.

Discussion

Geotechnical design and the presence of a geotechnical engineer on site during construction is recommended. The piles will extend up to 8 feet below the existing pond bottom. Unsuitable silts and materials behind the piles will be excavated and clay backfill material will be placed and compacted behind the piles. Odor from the lake bottom material will likely be present during construction. Pond flows will likely be pumped over the dam to keep the construction area dry. The backfill material may be site soils, gravel, riprap, or material other than clay depending on the pile design.



Probability of success: High

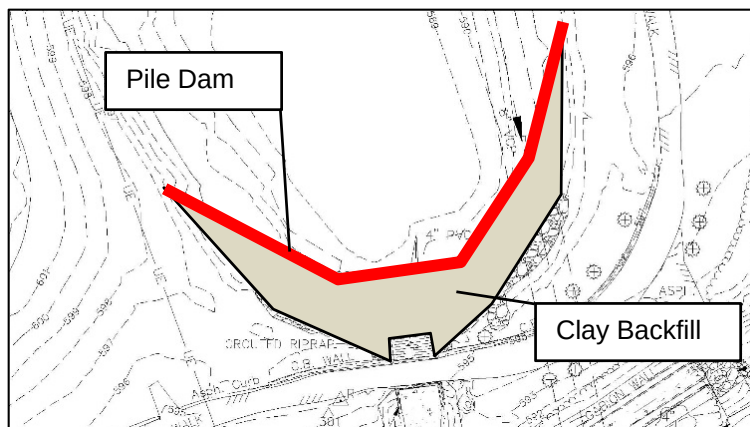
The pile dam has a high probability of success because it seals the entire face of the dam.

Potential design and Construction Process

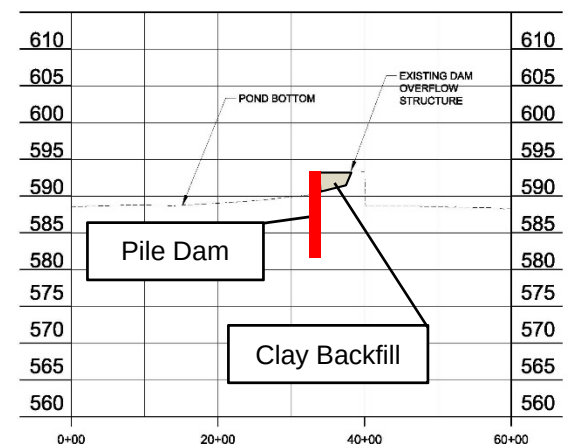
Drain the pond, excavate silt and other unsuitable material within the construction limits, dispose of the excavated material, install pile dam, install clay backfill, place riprap or other erosion control material on top of the clay backfill, sod finished grade. The opinion of design duration is 1 to 2 weeks and construction duration is 2 to 4 weeks.

Cost Opinion: \$200,000

Cost opinion variables include: 13 feet pile average depth, 10 in front of structure, backfill with clay, remove 4ftX4ft pond material and replace with clay behind the sheet pile wall, wall extends below the removal area, clay backfill, riprap on top, 20ft wide access restoration, 20% contingency



Sheet Pile Dam Plan View



Sheet Pile Dam Profile View

It is by LOGIC that we prove
but by INTUITION that we discover

ALT4 – PRESSURE GROUT

Approach

Fill existing voids in dam using Pressure Grout injection the along the top of the dam and on the side and bottom of the overflow structure.

Discussion

The Pond does not need to be drained for the Pressure Grout Alternative. The grout injection pattern will consist of multiple rows of injection points. The amount of grout required is unknown because the number and extent of voids in the dam is unknown. The grout volume will be estimated using an assumed void ratio for the existing dam. There is potential that Pressure Grouting may not be a viable option at or near the existing concrete overflow structure because this may cause the structure to buckle, rotate, crack, heave or otherwise move. Recent mud jacking in the concrete channel immediately downstream of the dam had to be stopped because the mud jacking pressure caused the concrete panels in the channel to move.



Probability of success: Medium to Low

The Pressure Grout Alternative has a medium to low probability of success because of the unknown extent of voids and potential seepage pathways that may not be sealed by the grout.

Potential Construction Process

Mobilize equipment and begin Pressure Grout injection. Repair any damage to site resulting from grout injection equipment. The opinion of construction duration is 1 to 2 weeks.

Cost Opinion: \$70,000

Cost opinion variables include: 170ft long grout area, multiple rows, 3 void ratios: high = 10% voids for 45ft length at the spillway, medium = 5% voids for 42ft length on west side and low = 2% voids for 83ft length on east side. Void ratio applied to 13ft depth, 5ft width, access restoration, 20% contingency.

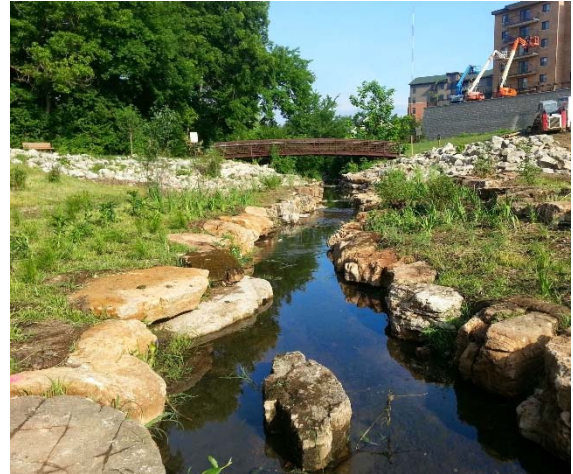
ALT 5 – REPLACE POND WITH CHANNEL

Approach

Remove the failed dam and overflow structure and construct a dry channel through the pond and dam.

Discussion

This alternative requires full engineering design and permitting. The channel will include grade controls to prevent incision and bank armor to protect from erosion. The existing concrete channel downstream of the existing dam is also failing and will most likely need to be removed and replaced as part of the new channel. Odor from the lake bottom material will likely be present during construction. A weir structure at the lower end of the channel will control flows to match the current minor detention performance during storm events. Grade controls, bank protection and weirs can be constructed of rock and vegetation. Total channel length is approximately 670ft with 11ft vertical drop. The one year, 24 hour flow rate $Q_1 = 286\text{cfs}$, the 100 year, 24 hour flow rate $Q_{100} = 1,015\text{cfs}$. The lake bottom material may not be suitable for use as channel bank, overbank or fill material due to high moisture, low cohesion, and undesirable content. The material will need to be dried and may need to be lime stabilized or otherwise amended to make it suitable for fill or finish grade. Once the existing dam is removed, sediment control is important to keep the pond bottom material from washing downstream in a rain event. This alternative will disturb over one acre of land and will require water quality BMP design components and associated BMP easement(s) and maintenance agreement to meet MSD requirements.



Probability of success: High

The Replace Pond with Channel Alternative has a high probability of success because it removes the failed dam and provides safe, effective stormwater conveyance.

Potential Design and Construction Process

Engineering design, permitting, drain the pond, excavate or modify the silt and other unsuitable material, shape channel, install grade controls and bank protection, remove existing dam and structures, install weir, vegetate banks and overbank areas. The opinion of design and permitting duration is 12 to 18 months and construction duration is 4 to 8 months.

Cost Opinion: \$570,000

Cost opinion variables include: 670ft long channel, 11ft drop, rock armor for channel banks, two stage channel for low flows and large flows, rock grade controls, possible armored flume at lower end to accommodate grades, modifying pond bottom material for re-use, install stormwater BMPs, vegetation, 20ft wide access restoration, 20% contingency.

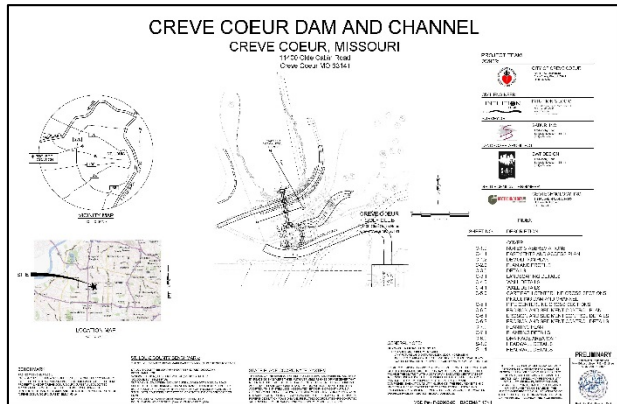
ALT 6 – REPLACE DAM PER EXISTING PLAN

Approach

Replace the dam per the recently completed plans. Exclude pond dredging, solar powered aeration system, decorative boulders at cart path and riser, aquatic plants, mulch, and replace boulder walls with modular block walls.

Discussion

The project design is complete. All permits, with the exception of MSD plan review, are approved. The City must execute the MSD BMP Maintenance Agreement to obtain MSD plan review approval. Odor from the lake bottom material will likely be present during construction.



Probability of success: High

Replacing the dam per the existing plans has a high probability of success because it replaces the failed dam with a new clay dam and engineered overflow structures and provides safe, effective stormwater conveyance.

Potential Design and Construction Process

Drain the pond, construct new dam and overflow structure, construct channel re-alignment, stilling basin and retaining walls, restore site. The opinion of permitting duration is 3 weeks from submittal of MSD required items. The opinion of construction duration is 2 to 4 months.

Cost Opinion: \$230,000

Cost opinion was based on the final construction cost opinion from the final design quantities, 5% contingency.

ALT 7 – SLURRY TRENCH

Approach

Construct a slurry trench along the dam and in front of the existing structure to create a flow barrier (similar to sheet pile wall).

Discussion

Geotechnical design and the presence of a geotechnical engineer on site during construction is recommended. Trenching very near the existing structure could cause instability in the existing structure which would need to be addressed during geotechnical design.



Probability of success: Medium

The Slurry Trench Alternative has a medium probability of success because of the presence of rubble in the dam fill material.

Potential Construction Process

Possibly draw pond down for work in front of existing structure, dig and fill trench, contain trench sediment and slurry overflow. Repair any damage to site resulting from grout injection equipment. The opinion of design duration is 1 to 2 weeks and construction duration is 2 to 4 weeks.

Cost Opinion: \$110,000

Cost opinion variables include: 170ft long slurry trench, 1ft wide, 13ft deep, 20% contingency.

ALT 8 – DO NOTHING

Approach

Allow the dam to continue to fail and react to the progression of the failure.

Discussion

The dam has failed by way of seepage and voids through the dam. The failure has continued and worsened over the last year. New and larger seepage holes have appeared despite efforts to slow or halt the process. The voids behind and under the existing concrete structures are growing and will continue to expand. Concrete panels are beginning to tilt and settle. This failure will continue if left unchecked.



The potential for accelerated degradation, substantial settlement and concrete structure shifting is high. Heavy rains could create extensive erosion adjacent to and under the existing overflow structure and downstream concrete channel. Large sections of concrete could shift and wash away, potentially blocking the channel or downstream receiving pipe.



Probability of success: Low

Potential Construction Process

Evaluate the progression of failure after each storm event.

PORT-A-DAM and AQUA DAM

Approach

Construct a temporary dam such as a Port-A-Dam or Aqua Dam in front of the failed dam.

Discussion

This alternative is not effective in meeting our objective. Water is continually flowing over the spillway and, therefore, water will need to flow over or through the Port-A-Dam or Aqua Dam. Once water is behind the temporary dam, it will pond against the existing failed dam and the current piping and deterioration issues will continue.



Temporary Dam Stabilization Alternatives Analysis Results Summary

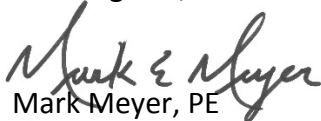
The following table summarizes the results of the alternatives analysis:

Alternative	Design/ Permitting Duration	Construction Duration	Design Cost	Total Cost (design + construction)	Probability of Success
Alt 1 – Clay Embankment	1 to 2 weeks	2 to 4 weeks	\$ 8,000	\$ 80,000	High
Alt 2 – Pond Liner	1 to 2 weeks	2 to 4 weeks	\$ 8,000	\$ 60,000	High
Alt 3 – Sheet Pile Dam	1 to 2 weeks	2 to 4 weeks	\$ 8,000	\$ 200,000	High
Alt 4 – Pressure Grout	N/A	1 to 2 weeks	N/A	\$ 70,000	Medium Low
Alt 5 – Replace Pond with Channel	12 to 18 months	4 to 8 months	\$130,000	\$ 570,000	High
Alt 6 – Replace Dam Per Plans	3 weeks	2 to 4 months	N/A	\$ 230,000	High
Alt 7 – Slurry Trench	1 to 2 weeks	2 to 4 weeks	\$ 8,000	\$ 110,000	Medium
Alt 8 – Do Nothing	N/A	N/A	N/A	Varies	Low
PORT-A-DAM and AQUA DAM	N/A	N/A	N/A	N/A	N/A

Of the temporary dam stabilization alternatives analyzed, Alternative 1 – Clay Embankment and Alternative 2 – Pond Liner appear to have a high probability of success at the lowest potential cost and shortest potential duration.

Thank you for the opportunity to prepare this Temporary Dam Stabilization Alternatives Analysis. If you have any questions or would like additional information, please do not hesitate to call me at (636) 777-3000, email at mark@ilincworld.com, or contact me on the web at www.intuitionandlogic.com.

Best Regards,


Mark Meyer, PE



STORMWATER & DAM REPAIR REVIEW

CREVE COEUR GOLF COURSE

SEPTEMBER 8, 2014

DAM REPAIR REVIEW

September 2014

MSD REVIEW

Mr. Christopher Betz, the Principle Engineer on the Creve Coeur Golf Course Project indicated that the repair of the 90" MSD pipe with I&L originally suggested that they would just repair the existing stone around the pipe. This is consistent with the discussions at P&Z in October 2013.

The discussion then progressed to I&L suggesting that they wanted to face the area around the pipe with stone to fit in with the stone-lined open embankments they proposed between the dam discharge end of the 56" pipe emanating from under the repaired dam to the MSD pipe.

As we mentioned, MSD construction was also concerned about the continued undermining of their pipe shown in the photos. I&L then suggested they would grout the stone face around the pipe.

MSD construction stated that if they wanted to stick with the stone facing then they would have to build a concrete headwall to secure the pipe which they could then face with stone. This is why I&L came in and asked for the additional \$4,900 in design fees to build the wall so they can face the area with stone.

So this was more of the finalizing of a negotiation on construction than an MSD request out of the blue.

Back in October of 2013, I suggested that the overflow pipe be put under the dam (to which I&L finally conceded) and extend it to and transition it to the 90" MSD pipe with provision to accept the East Tributary pipe on the left (East) side.

Mr. Betz confirmed that if the overflow weir pipe discharge was connected to the MSD pipe in this way then the headwall would not be required. So, if this repair alternative is chosen, all of the expensive cut stone is eliminated along with the expensive concrete headwall. (\$30,000 approximately) ?

Mr. Betz again confirmed that MSD was open to an enclosed RCP connection to the 90" MSD RCP.

We also discussed again the dam design. He remarked that the dam was designed only to hold a two-year, 24 hour rain and confirmed what Mr. Meyers noted at the Work Session that the dam would be overflowed on a regular basis. This is why I&L designed the boulder edging along the top of the dam to drain the cart path and protect it to some degree from the concrete path being undermined.

However, in my opinion, there is a high likelihood of frost heave of the cart path due to freezing of the soils and heaving in the winter and dropping in the top softened earth as it thaws. We often see this in driveways or sidewalks where downspouts on houses regularly discharge rain water directly on top of, or beside of, concrete sidewalks and driveways.

This could all be avoided and the regular overflow of the dam greatly avoided, or reduced if more water detention can be built into the dam design. The easiest way to do this to move the overflow weir out in front of the dam setting the top of the weir at least 12" below the top of the dam and cut a slot in the back of the weir to allow the normal level of the water in the dam to be several feet below that. This can be calculated. The argument against this design is that it is pedestrian and unappealing.

To counter that argument, we suggest that the top six feet of the weir be wrapped in stainless steel, a 2' stainless vertical grating be built around the top of the weir. On top of the weir supported on three legs a two inch thick 56" round platform be attached. On top of this round pedestal, any one of three or more decorative symbols could be mounted: a 6' statue expressing the essence of the City of Creve Coeur (Design Competition sponsored by the Arts Commission); a fountain both decorative and aerating the water; or a wind vane of unique design to provide the golfers with wind direction indication for their approach to the adjacent green - or any other good idea from the citizenry.

In other words turn ugly into a swan. See attached sketch.

Lowering the water level would require landscaping of the inside bank of the dam or continuing the rip-rap boulder edging consistent with the other pond designs. This design modification would eliminate the pooling basin or greatly reduce it, and avoid regular overtopping of the dam.

Mr. Betz stated that the present design was "Pretty Fancy" and expensive and with a two-year, 24 hour rain capacity would not be very efficient.

With the Pond discharge pipe connected to the MSD 90" inlet, then it makes sense to also enclose the 300' of the East Tributary. Three hundred feet or less has regulatory overtones which we will come back to, but first let's discuss the removal of the silt from the pond.

The present plan calls for the water to be pumped out with it being processed through a "Rough It" bag filter to catch the sediment. After the Pond is drained, then backhoes will be used to remove the silt in buckets, deposit it in waiting trucks lined with plastic and transported to a permitted approved land fill and dumped. This will incur backhoe, truck and landfill fees which are currently estimated to be \$100.00 per yard although no breakdown of the costs and fees are available, particularly the land fill dumping fees. Also the clean-up and repair of the subdivision streets and repair of the golf course will be required. And it will disrupt the utilization of the Golf Course play, so it is time limited in its implementation to minimize revenue losses to the Golf Course which are not included in this discussion.

Our research reveals that a company in Houston, Texas has a semi-proprietary system whereby they use a mini-hydraulic dredge, pumping the material to a mobile trash screen separator. The water is cleaned and returned to the pond. The initial screening removes the golf balls, leaves, sticks stones, etc. and the silt is then dewatered and reduced on a 9-1 basis leaving clean topsoil with a nominal 5% to 6% moisture content and guaranteed 10% maximum moisture content. The water is cleaned to less than 200 microns of sediment.

Because the sediment is removed in a water slurry form versus compacted in a backhoe bucket the odor of the silt is reduced at least 20%. If you put a quart of silt in a bucket, this is the base odor. If you put a quart of silt in a bucket and add a gallon of water and stir it up you will reduce the odor by at least 2 points on a scale of 1 to 5.

Because of the extensive fertilization of the tees and greens, this topsoil is an excellent fill which can be placed immediately on site as it comes out of the filtration unit. The name of the company is Dredgit and the process can be seen on video at their website: www.Dredgit.com.

I spoke to Mr. Dean Towlery, retired (34 years) Director of Public Works of Conroe Texas, just Northwest of Houston. (The "Chairman" and I vacationed the winter of 2013 at Lake Conroe just across from that Golf Course.)

He noted that they looked at draining and excavating; draining and drying in bags; draining and hauling; and the Dredgit system. The principle executives of Dredgit have many years of experience in the dredging business. The city of Conroe Texas chose the Dredgit system because it was the most cost effective; ($\$490,000/38000\text{yards}=\$12.90/\text{yard}$).

Dredgit works on a cost per day basis so cost per yard depends upon the site, composition of the silt, access and could run as high as \$100.00 per yard depending on the circumstances. Samples of the silt and its physical characteristics will determine the amount of material that can be dredged per day and thus the cost per yard. Based upon the numbers supplied by Mr. Towlery, it calculates to \$4,000.00 per day and 200 yards per day minimum moved or \$20.00/yard. Mr. Towlery moved the recovered material to his Public Works Facility and used it for topsoil in repair of parks and grounds landscaping.

Because the silt was processed immediately and transported in water, odor was not a problem as explained above.

Because the residual treated material was reduced 9 to 1 and the low moisture content of the material, (5-7% and guaranteed maximum of 10%) it was easily moved with a bobcat and loaded into trucks for transport to the Public Works yard for storage.

Dredgit's hydraulic dredge can operate to a depth down to fifteen feet so their capacity is well within the eight feet to hard pan required in the South Pond.

In summary, this system is clean, low noise, cost effective and low liability as well as little disturbance to the Golf Course operations and free of potential liability of generating contaminated material delivered offsite.

All of the persons with whom I spoke advised keeping the dredged material on City property to avoid future liability claims.

Further and very important is that Mr. Towlery noted that the process was so quiet that they did not have to shut the course down during the five months the dredging took place and the process recovered 38,000 golf balls.

Next we spoke with Mr. Matt Shively, Subject Matter Expert for Mitigation Banking and Ms. Jane Doerr, Mitigation Permits at the St. Louis District of the US ARMY Corps of Engineers separately.

Mr. Shively was originally unavailable due to being in the field. Ms. Doerr provided me with information that was in line with the COE mitigation documents on the web site. Mr. Shively subsequently returned to the office and confirmed with me the same points that Ms. Doerr had made – documentation agreed.

On the question of the 300' feet of East tributary from the outlet from the existing RCP under the East cart path to the convergence with the discharge pipe from the dam weir; the present plan is to clean out the gabion wall, remove and replace the maintenance bridge. This stream will be replaced with 4" of MSD Granular 1 fill on which two feet of 6" to 18" rocks with voids filled with fines will be installed. Temporary Georidge baffles will be installed at intervals until the vegetation is established.

This alternative suggests connecting with the existing RCP under the west end of the cart path and extending RCP 300' to connect with the proposed extended overflow weir 56" RCP transition. This would provide a convenient location in close proximity to the pond to place the processed approximately 100 yards of low moisture Dredgit processed de-trashed, de-watered silt.

These 100 yards would provide 3600 square feet of topsoil, one foot thick. The East tributary is 300 feet long and twelve feet wide or 3600 square feet.

Now in order to do this the City would have to meet the mitigation standards of the Corps of Engineers. There are three ways to mitigate the enclosure of the 300 feet of creek according to the Regulation.

In order of preference by the Regulation for reasons that are not necessary to go into for this discussion are as follows. Purchase credits from a private mitigation bank. Since both Ms. Doerr and Mr. Shively advise me there are none in Creve Coeur, this option is not an option.

The second option is to buy the mitigation in lieu of mitigating the loss by restoring comparable stream property. Both Mr. Shively and Ms. Doerr independently brought up the golf course on Google and provided me with the estimate that the City would need to buy 948 credits (Shively) and 1000 credits

(Doerr). Both quoted the same cost per credit of \$25.00 per credit. Therefore, the cost to install the RCP and close up the 300' of the East Tributary comes to \$25,000 for the environmental water mitigation conditions. This is somewhat less than has been quoted by others. The actual money would be paid to the Missouri Conservation Department. Both recommended this alternative as the best of the three.

The third alternative and the least preferred by the Corps would be for the City to remediate another stream on the City property - say in a park. This requires an overwhelming reason for choosing this alternative by the Corps and a five year monitor as well as a performance bond and a commitment never to change the use of the stream or convert its natural state is also involved.

This process under a national small stream permit takes about two months to complete for the modest "in lieu of" option for \$25,000.

CONCLUSION:

The alternative suggested by I&L is aesthetically pleasing is very fancy but involves:

- consistent flooding and dam overflows,
- required maintenance of the boulder walls,
- unknown liability in moving the material off-site,
- shutting down or disrupting Golf Play operations
- potential long term EPA liability
- neighborhood street cleanup and repair costs
- not including utilizing pond water for Course irrigation
- estimated costs of about \$500,000. (Total \$1,000,000?)
- continuing silting until the North Ponds are addressed
- this expensive design is basically hidden from view except from cart path

This suggested alternative:

- will reduce dam overflows significantly,
- keeps all of the silt on the property,
- will allow the course to operate during construction, for both the South and North Ponds resulting in one complete operation.
- hydraulic dredging will reduce the odor of the silt by about 20%
- will meet all required water and regulatory standards,
- will eliminate the need for an expensive head wall,
- will eliminate the maintenance of open boulder walls,
- minimize maintenance of the East Tributary area
- reduces potential damage to the cart path,
- will provide for an artistic focal point at the overflow weir, and landscaping in the filled areas consistent with the rest of the Golf Course
- eliminates the need for a new maintenance bridge, over the East Creek and the bridge connecting the creek between the North and South Ponds
- improves the 'Rough' for the golfers East of the dam and between the North and South Pond groups
- reduces the total cost about an estimated \$100,000 or more for this half of the project and up to \$250,000 for the total project..

RECOMMENDATIONS:

- Samples of the silt be taken from all of the ponds immediately and analyzed by an independent industrial laboratory for both physical and chemical compositions
- The depth of the silt in each pond be determined to "Hard Pan"
- Detailed cost estimates be developed for each area of remediation for each of the two alternatives and total cost of the two alternatives compared side by side.
- Engage Mr. Patrick Hightower, VP of Dredgit, to come to Creve Coeur to evaluate the potential of utilizing their system and provide details and data for the process including estimates of cost, odor control, time required and availability. He will require travel expenses only.
- Develop a project detailed time line to bid, approve, finance and start and complete this project
- Finalize financing arrangements and initiate the implementation

Respectfully submitted,

Bob Kent

Ward IV Councilperson

Glossary:

MSD—Metropolitan Sewer District;

I&L Intuition & Logic Engineering;

P & Z – Planning & Zoning;

RCP – Reinforced Concrete Pipe

09/08/2014

BASIC PREMISE

GOLF COURSE STORMWATER AND DAM REPAIR

- INTUITION & LOGIC ENGINEERING (I&L) HAS PROVIDED AN ELEGANT, ATTRACTIVE, ENVIRONMENTALLY SOUND AND EXPENSIVE DESIGN PLAN. THIS PLAN TO REPAIR THE DAM, THE SOUTH POND AND EAST TRIBUTARY WAS OUTLINED IN THEIR CONCEPT DESIGN APPROVED BY THE CITY.
- I&L SPECIALIZES IN THIS TYPE OF DESIGN FOR MUNICIPALITIES AND OTHER GOVERNMENT AGENCIES, RATHER THAN A PURELY FUNCTIONAL CORPORATE STORMWATER CONTROL DESIGN.
- AS A RESULT OF GROWING CONCERNS, SINCE THE OCTOBER 13, 2013 P&Z MEETING, IT IS BELIEVED THAT THIS FINAL DESIGN PLAN SHOULD BE REVIEWED AND AN ALTERNATIVE SHOULD BE GIVEN SERIOUS CONSIDERATION.

CONCERNS WITH THE I&L DESIGN

- STORMWATER CONTROL EFFICIENCY DESIGN
 - TWO-YEAR, 24 HOUR RAIN DETENTION
 - REGULAR OVERFLOWING OF THE DAM
 - REGULAR OVERFLOWING AROUND THE DAM
 - FREQUENT MAINTENANCE INSPECTIONS
 - POTENTIAL OF CART PATH FROST HEAVE
- REPAIR PROCESS
 - BACKHOE EXCAVATION AND HAULING TO LANDFILL
 - INCIDENTAL DAMAGE TO THE GOLF COURSE
 - REPAIR PLAN ADDRESSES ABOUT HALF THE PROBLEM
 - SILTING OF SOUTH POND WILL CONTINUE
- LIABILITIES
 - SAMPLING OF SILT TO REVEAL ENVIRONMENTAL IMPACT
 - MOVING MATERIAL OFF-SITE TO A COMMERCIAL LANDFILL
 - ONE ACRE AVOIDANCE OF WATER QUALITY STANDARDS
- DESIGN ADDED COST FEATURES
 - ORIGINAL WATERFALL/DAM BRIDGE CUT STONE
 - BOULDER EMBANKMENT DAM DISCHARGE FEATURE
 - MSD REQUIRED CONCRETE HEAD WALL BOULDER SUPPORT
- OVERALL COST CONSIDERATIONS
 - DESIGN IMPOSES CONSTRUCTION TIME SEASONALITY
 - GOLF COURSE POTENTIAL LOSS OF REVENUE
 - NO OVERALL COST OF COMPLETE GOLF COURSE REPAIRS
- DESIGN DEVELOPMENT PROCESS TRANSPARENCY
 - I&L CONCEPT DESIGN WENT TO FINAL DESIGN WITHOUT STORMWATER COMMITTEE APPROVAL
 - RELIANCE MOSTLY ON CONSULTANT KNOWS BEST
 - MITIGATION COST OF CREEK ENCLOSURE IS \$25,000 AS CALCULATED BY TWO C.O.E. MITIGATION BANK EXPERTS

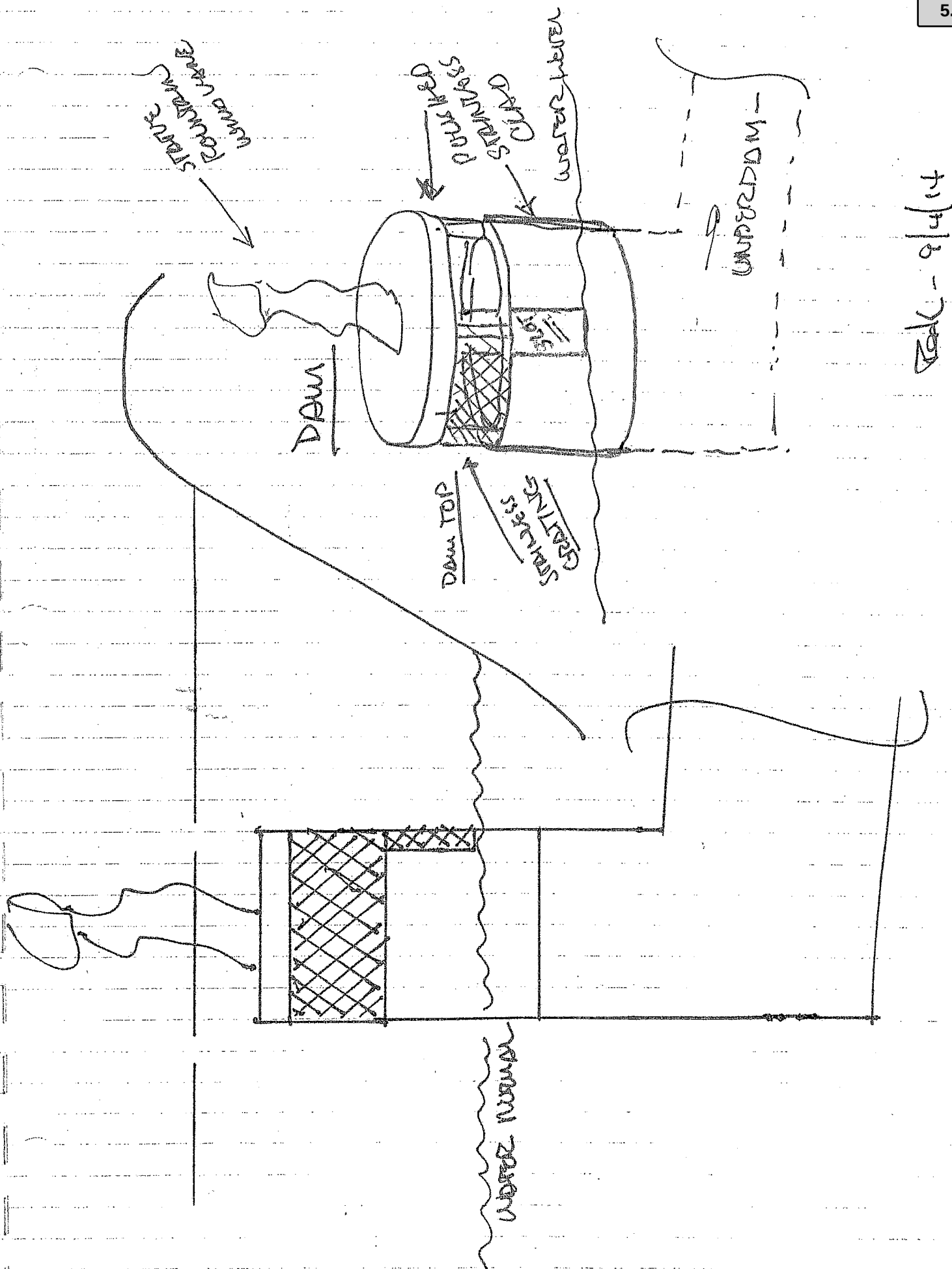
DESIGN PLAN ALTERNATIVE CONSIDERATION*

- A PLAN CONSISTENT WITH THE REST OF THE GOLF COURSE ENVIRONMENT, MORE EFFICIENT STORMWATER CONTROL AND MORE THAN PURELY FUNCTIONAL DESIGN
- A COST EXPENDITURE THAT IS CONSISTANT WITH THE GOLFING PUBLIC IT SERVES....GREEN LANDSCAPED AREAS WITH ATTRACTIVE EDGED PONDS AND ART ENHANCED OVERFLOW WEIR (NOTE: BACK SIDE OF DAM IS A HIDDEN VIEW TO GOLFERS)
- DAM DESIGN ALTERNATIVE SUMMARY
 - FREE STANDING SUMP SUPPORTING ART WORK
 - GREATER DAM WATER RETENTION
 - RCP ENCLOSED EAST TRIBUTARY, DAM DISCHARGE AND PARTS OF NORTH/SOUTH CREEK BETWEEN PONDS

*Reviewed with principles at MSD, C.O.E. & Contractors.

MSD REVIEW

- THE HEADWALL WAS REQUIRED TO SUPPORT I&L STONE FACING
- NO HEADWALL IS REQUIRED IF OVERFLOW RCP IS CONNECTED TO MSD 90" RCP INLET PIPE.
- MSD HAS NO OBJECTIONS TO RCP DISCHARGE AND EAST TRIBUTARY ENCLOSURE
- CURRENT DESIGN ONLY RETAINS A TWO YEAR 24 HOUR RAIN
- INCREASING DAM HEIGHT AND LOWERING LAKE LEVEL WOULD INCREASE DETENTION
- MOVE OVERFLOW WEIR TO FREESTANDING LAKE POSITION WITH SLOTTED REAR CUT, STAINLESS CLAD, VERTICAL SCREEN AND TABLE FOR SUPPORTING FOUNTAIN, WINDVANE OR STATUE. (SEE SKETCH)


$$\frac{1}{2} \times \frac{1}{2} = \frac{1}{4}$$

U. S. ARMY CORPS OF ENGINEERS

- MATT SHIVELY, SUBJECT MATTER EXPERT FOR MITIGATION BANKING CALCULATED ENCLOSING 300' OF EAST TRIBUTARY IN RCP WOULD RESULT IN A \$25,000 "In lieu of" MITIGATION CHARGE
- THIS SAME NUMBER WAS CALCULATED SEPARATELY BY MS. JANE DOERR PERMIT MITIGATION DEPARTMENT
- BOTH RECOMMENDED "In lieu of" OPTION FOR THIS APPLICATION
- BOTH RECOMMENDED KEEPING MATERIAL ON CITY PROPERTY

RECOMMENDATIONS

- SAMPLE BE TAKEN FROM EACH POND AND DEPTH OF SILT BE DETERMINED
- ANALYZE SAMPLES FOR CHEMICAL AND PHYSICAL RESULTS
- ENGAGE MR PARICK HIGHTOWER, VP OF DREDGIT, TO VISIT CREVE COEUR TO PROVIDE DETAILED INFORMATION
(Trip Expenses Only)
- DEVELOP AND COMPARE SIDE BY SIDE COST ESTIMATES FOR COMPLETE DAM REPAIR PROJECT
- APPROVE THE PROJECT ALTERNATIVE DESIRED AND SET TIME LINE FOR INSTALLATION AFTER COMPLETING FINANCING ARRANGEMENTS

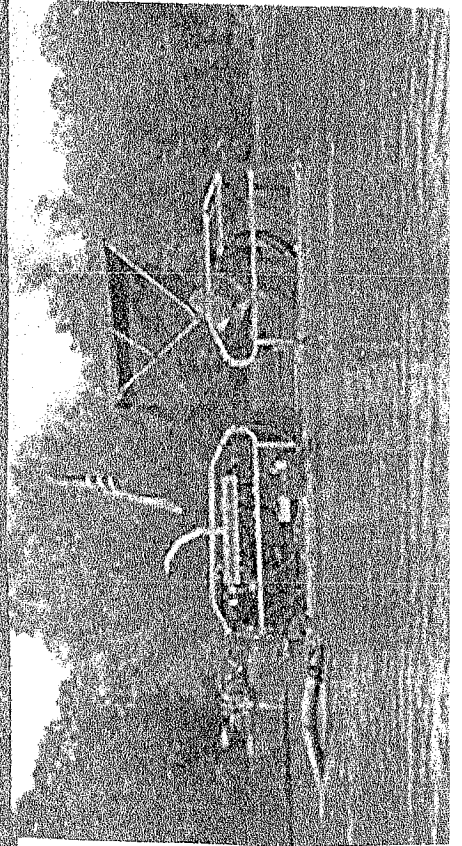
SILT REMOVAL

- “DREDGIT” HYDRAULIC DREDGE WITH VACUUM SCREENING
 - REMOVES MATERIAL TO 15 FEET
 - INITIAL SCREEN REMOVES TRASH AND GOLF BALLS
 - RETURNS WATER AT LESS THAN 200 MICRONS
 - COMPRESSES SILT TO 9 TO 1 REDUCTION
 - RESIDUAL SILT CAKE IS LESS THAN 10% MOISTURE
 - HIGH NUTRIENT FROM GC FERTILIZATION USE AS TOPSOIL
 - HYDRAULIC PROCESS REDUCES SILT ODOR BY 20%
 - REMOVES 200 PLUS YARD PER DAY – SILT COMPOSITION
 - COST BASED UPON DAILY RATE TRANSLATE \$25.00/YARD+
 - QUIET OPERATION-GOLF PLAY UNINTERRUPTED
 - PLACE MATERIAL OVER RCP EAST TRIBUTARY PIPE
 - 3600 SQUARE FEET, ONE FOOT DEEP FROM 1000 YARDS SILT
- VISIT WWW.DREDGIT.COM TO SEE THE PROCESS IN ACTION
- VERIFIED WITH CONROE TEXAS PUBLIC WORKS DIRECTOR

CONCLUSION

THIS ALTERNATIVE WILL:

- REDUCE DAM OVERFLOWS SIGNIFICANTLY
- KEEP ALL OF THE SILT ON THE PROPERTY
- ALLOW THE GOLF COURSE TO CONTINUE PLAY DURING DREDGING FOR ALL PONDS IN ONE OPERATION ELIMINATING RE-SILTING OF SOUTH POND
- WILL REDUCE SILT ODOR BY 20%
- MEET ALL WATER REGULATORY STANDARDS
- ELIMINATE NEED FOR EXPENSIVE MSD HEAD WALL
- ELIMINATE NEED AND MAINTENANCE OF EXPENSIVE BOULDERS
- MINIMIZES MAINTENANCE OF TRASH CLEANOUTS
- REDUCES POTENTIAL FROST HEAVE DAMAGE TO CART PATH ATOP DAM
- PROVIDES AN ARTISTIC OPPORTUNITY ON OVERFLOW WEIR
- LANDSCAPING IN FILLED-AREAS ARE CONSISTENT WITH GOLF COURSE LANDSCAPE
- ELIMINATES THE NEED FOR TWO MAINTENANCE BRIDGES
- IMPROVES THE "ROUGH" FOR THE GOLFERS EAST OF THE DAM
- SAVE AND ESTIMATED \$100,000 SOUTH POND, \$250,000 TOTAL PROJECT COST





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November 6, 2014

Matt Wohlberg, P.E.
City Engineer
City of Creve Coeur
300 N. New Ballas Road
Creve Coeur, MO 63141

Re: Engineering Services Proposal – Design Peer Review
Golf Course Dam & Channel Rehabilitation Project

Dear Mr. Wohlberg:

As recently requested, we are pleased to provide the following scope and fee proposal to provide a peer review of the plans and specifications (construction documents) for rehabilitation of the existing dam and downstream channel at the City of Creve Coeur's Golf Course at 11400 Olde Cabin Road. As we understand it, these construction documents were prepared by another consultant (the "Designer") who worked with City staff over the last year to address the City of Creve Coeur's stated goals for this project. The purpose of our peer review is to provide a technical review of the construction documents so that we can provide an opinion concerning their ability to meet the City's stated goals, regulatory requirements, and the technical needs of the project. Eric J. Karch, PE will have primary responsibility for providing these services with support from Paul H. Reitz, PE and other appropriate Reitz & Jens personnel. Resumes for Eric and Paul are attached.

PROJECT SCOPE

Reitz & Jens will complete a technical review of the plans, specifications, and engineers estimate of probable construction costs that was recently developed for the Golf Course Dam and Channel Rehabilitation project at the downstream (southern) end of a multiple-lake system that bisects the golf course. The project scope generally includes replacement of an earthen dam that breached in June 2013, silt removal from an adjacent lake, and stabilization of the channel downstream of the breached dam on the Creve Coeur Golf Course.

Our scope of services will generally include the following steps but will remain flexible to address the City's concerns as they arise:

- 1) Meeting with appropriate City staff to collect background information and discuss the City's goals for the project that were previously conveyed to the Designer. This meeting will include a visit to the site to review the existing conditions.
- 2) Review of the available documentation provided by the City and Designer regarding the design and Construction Documents. Available documentation can include photographs, memoranda, correspondence, reports, meeting minutes, telephone conversations, preliminary design documents, engineering calculations, plans, specifications, engineer's

- construction cost estimates, and regulatory submittals and permits/approvals.
- 3) Based on our review of the available information, developing conceptual alternatives, if any, for alternative design approaches and alternative scope of improvements to address the project goals including dam stability, channel stabilization, lake siltation, and water quality.
 - 4) One (1) meeting with appropriate City staff to discuss our findings.
 - 5) Preparation of a report summarizing our findings and conceptual alternatives, if any.
 - 6) Up to two (2) additional meetings with City staff and/or the City's Stormwater Committee and City Council.

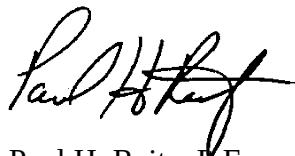
Collecting additional information concerning the site; performing detailed engineering calculations; preparing detailed plans, specifications, and/or cost estimates for construction; services required to obtain permits and/or approvals for alternative or conceptual designs; and/or attendance at additional meetings are specifically excluded from our scope at this time.

PROPOSED FEE & SCHEDULE

The services outlined above will be provided on a time and material basis in accordance with the terms and conditions of our standard Engineering Services Agreement (ESA), a draft of which is enclosed. **These services will be reimbursed in accordance with the attached rate schedule for a not-to-exceed fee of \$35,000.** A spreadsheet detailing how we arrived at this fee is attached. This fee does not include: collecting additional information; detailed engineering calculations; plans, specifications, and/or construction cost estimates; permitting; or additional meetings. We will begin these services within 2 weeks of receipt of notice to proceed, and anticipate completing the services approximately 12 weeks thereafter. Other delivery schedules can be discussed with the City of Creve Coeur if necessary.

Once the above scope and fee are approved, we will submit a signed copy of this ESA for the City's final approval and signature. We will consider our receipt of a fully executed ESA as notice to proceed. If you have any questions or want to discuss our proposed scope or fee in more detail before acceptance, please contact me at (314)-993-4132, ext. 224 or preitz@reitzjens.com.

Respectfully submitted,
 Reitz & Jens, Inc.



Paul H. Reitz, P.E.
 PRINCIPAL

\\fs01\projects\crevecoeur\info\golfcourseponds\2014 peer review\cc golf course-dam and channel rehab peer review pro-110614.doc

EXHIBIT B
RATE SCHEDULE

Valid through December 31, 2014

HOURLY RATES

	<u>Regular*</u>	<u>Overtime**</u>	<u>Premium***</u>
Principal	\$ 175.00	\$ 190.00	\$ 210.00
Senior Project Engineer	\$ 150.00	\$ 165.00	\$ 180.00
Project Engineer	\$ 135.00	\$ 150.00	\$ 165.00
Engineer/Geologist	\$ 110.00	\$ 125.00	\$ 140.00
Senior CAD Technician	\$ 75.00	\$ 85.00	\$ 95.00
Senior Technician III	\$ 70.00	\$ 80.00	\$ 90.00
Technician II	\$ 60.00	\$ 70.00	\$ 80.00
Clerical	\$ 65.00	\$ 75.00	

* Regular Rate includes 8 or less hours per day between the hours of 7AM and 6PM Monday through Friday, except holidays.

** Overtime Rate includes all hours over 8 hours per day, and all hours between 6PM and midnight Monday through Friday, and between 7AM and midnight on Saturday.

*** Premium Rate includes all hours between midnight and 7 AM, Sundays, and holidays.

REIMBURSABLE COSTS

Test Drilling Rig (ATV or Truck)	\$ 200.00
Mileage	Current Government Standard Mileage Rate
All Other Job Expenses	Cost Plus 15%

In-house costs associated with reproduction, computer time, field equipment, mailing and communications are included in the hourly rates.

PAYMENT TERMS:

Invoices submitted monthly.
1-1/2% interest charged per month
on all balances outstanding after 30 days.



CITY OF CREVE COEUR

Golf Course Dam & Channel Rehab - Peer Review

ENGINEERING SERVICES ESTIMATE

November 6, 2014

ESTIMATED MANHOURS								
WORK ITEM	Principal	Project Manager/ Senior Engineer	Project Engineer	Engineer Geologist	Sr. CADD Technician	Sr. Technician III	Technician II	Clerical
Preliminary Meetings & Site Visit	8		16					
Review of available documentation	8		60					4
Evaluating Conceptual Alternatives	12		40		16			
Meeting & Report	4		32					8
Additional Meetings	8		16					
TOTAL HOURS	40	0	164	0	16	0	0	12
HOURLY RATE	\$175.00	\$150.00	\$135.00	\$110.00	\$75.00	\$70.00	\$60.00	\$65.00
TOTAL LABOR COST	\$7,000	\$0	\$22,140	\$0	\$1,200	\$0	\$0	\$780

EXPENSES	UNIT TYPE	UNIT RATE	UNITS	EXTENSION
				\$0
Prints, Reproductions, Mileage	Est	\$500.00	1	\$500
				\$0
				\$0
				\$0

TOTAL LABOR COST	\$31,120
EXPENSE COSTS	\$500
MARKUP ON EXPENSES (15%)	\$75
CONTINGENCY (10%)	\$3,170
TOTAL R&J FEE ESTIMATE	\$34,865

CONFIDENTIAL

Page 2 of 4

Attachment: Golf Course Dam and Lake Project - Peer Review Proposal (1161 : Office Park / Golf Course Storm Water Project Update)

Wohlberg, Matt

From: kentivcouncil@charter.net
Sent: Thursday, November 20, 2014 7:05 AM
To: Perkins, Mark C.
Cc: Glantz, Barry; Charlotte D'Alfonso; Ryan, Deborah; Heines, Jim; Wohlberg, Matt
Subject: Re: Gov't Center and Golf Course Dam

Mark
 Thank you

Deborah
 I have added the word 'dollars' for clarification in paragraph....."save twenty five thousand dollars....."

corrected the typo "suggests that their cost for that activity will be \$35,000" (not \$39,000)

Please use this corrected copy in the packet.

Thank you

Bob

On Wed, Nov 19, 2014 at 3:14 PM, Perkins, Mark C. wrote:

> Bob,
 >
 > Mr. Kutta's recommendations for the government center were forwarded
 > to the task force today, and we will forward his memo to Council as
 > part of the packet prior to the December 8 work session.
 >
 > I will ask Matt to include your email below in the council packet for
 > the storm water discussion at the upcoming Council meeting.
 >
 > Mark
 >
 >
 >
 > On Nov 19, 2014, at 11:51 AM,
 > "kentivcouncil@charter.net<mailto:kentivcouncil@charter.net>"
 > <kentivcouncil@charter.net<mailto:kentivcouncil@charter.net>> wrote:
 >
 > Mark:
 >
 > Thank you for the phone call and exchange of views regarding the
 > remodeling of the government Center and the Policy on the repair of
 > the Golf Course Dam.

- >
- > While the Kutta Suggested Program was forwarded to the Bond Consulting
- > Architects, I believe the subcommittee and the Council will be well
- > served to have the opportunity to review Dick's comments and plans in
- > their entirety.
- > Thank you for your follow up.
- > Frankly I was impressed with the common sense and thought put into it
- > and the costing structure.
- >
- > My thinking on the Dam project is centered on the objective of
- > providing an environmentally sound solution at the lowest cost that
- > meets the approval of the Council on aesthetic standards consistent
- > and acceptable to the cost structure.
- >
- > This project is one of the largest capital expenditures that the City
- > will make in the near future beyond the municipal building renovation.
- >
- > This project is a policy decision that requires the full understanding
- > and approval of the Council.
- >
- > Therefore it is important that all reasonable alternatives are
- > available to the Council to evaluate and opportunity to choose from
- > prior to decision making.
- >
- > It is fully understood the frustration that the staff and others may
- > have in the "Pond Stirring" that we have initiated.
- >
- > Nevertheless, this is a truly significant amount of tax payer money at
- > risk and it is important to get it right and the facts straight for
- > the overall council understanding.
- >
- > The Stormwater committee has recommended Spending \$80,000 on option
- > one of the I&L temporary repair report. This vote was taken on the
- > understanding of a 3 to 5 year delay in completing the dam repairs
- > before the staff disclosed that there stood the possibility of the
- > CID. In reality now it looks more like 12 to 18 months. I would not
- > spend \$80,000 for 18 months insurance. Subject to some significant new
- > facts being put forth at the next council meeting I will recommend and
- > move that the Council not approve this recommendation.
- >
- > The reasoning is based upon my personal observation of the dam after a
- > two inch rain as shown in the pictures presented at the last Council;
- > having visited this dam at least four times in the past year to
- > observe its condition and my experience in twenty years of dam and
- > weir repairs and replacements; The reasonable expectations are that
- > the dam overall plan can be completed by the Fall of 2015 and
- > construction started not in the three to five years discussed in the
- > Stormwater Agenda.
- >
- > Regarding the Stormwater committees recommendation not to send out the
- > plan for Value engineering I agree with the Stormwater Committee's
- > recommendation that Stormwater Committee and the staff have adequate

> expertise to evaluate the plans. Additionally the Reitz and Jens
 > proposal does not address the problem that the Council asked to be
 > reviewed in the Value Engineering. It was my understanding that the
 > Council wanted the Stormwater Committee to discuss and recommend to
 > council whether the council should spend the money to evaluate the I&L
 > plan versus the RW Kent alternative. The Reitz and Jens proposal as
 > addressed to the City Engineer proposes to evaluate whether the I&L
 > proposal meets the City's needs. Indeed, nothing is noted of the
 > alternative plan in the proposal. Further, R&J suggests that their
 > cost for that activity will be \$35,000. Barring some other significant
 > argument prior to the Council vote I will recommend that this proposal
 > not be approved by Council.
 >
 > Based upon your comment at the Stormwater Committee meeting that we
 > should know by Spring whether or not the CID will be approved by 51%
 > of the commercial Property owners with 51% of the acreage. One of two
 > things will happen: Either the CID will be signed off or not.

 > Therefore, we have time to do some planning.
 > Personally, I believe that you and the Mayor will be successful in
 > this endeavor and thanks to your good efforts, the Commercial Group
 > will pick up 60% of the total cost and maintenance of the project.
 > There is no other way to say it.. this is huge. As expected the
 > Property owners if they sign on only want to hear about this once with
 > no comebacks for more.
 >
 > Therefore, I believe it is incumbent upon us to be able to show these
 > benefactors that we have done everything possible to be good stewards
 > of their contribution. To that end I recommend that a new RFQ be
 > requested for the purpose of getting rates and quotations of expected
 > total costs while not negotiating competitive evaluation. Since we
 > need to be able to answer the Commercials getting a total RFQ will
 > give more authority to that argument. At the same time, this will keep
 > I&L honest in bidding the engineering for the upper ponds. Since we
 > own the engineering for the south pond I would expect that information
 > to be shared with the other Firms submitting RFQ,s My information,
 > from soils Engineering firms I have worked with in the past, advise
 > that this is not an uncommon practice and firms do not take umbrage at
 > the the client electing to do this. I&L should not object because they
 > certainly have the advantage based on all the information they have
 > gathered in earning their \$100,000 fees on the south pond.
 >
 > Now in addition to the information already gathered for the South
 > Pond, I would recommend that an "Elevation Output Curve" be requested
 > to determine the restricting factor in the system. For instance , if
 > it is the overflow weir should the weir and discharge pipe size be
 > increased?
 > Additional alternatives on a cost basis I would request, are open East
 > tributary with modular block wall rather than cut stone and enclosing
 > the EastTrib in RCPipe. Our recent measurements from the point of
 > discharge at the West end of the East Trib to the west end of the
 > already enclosed East Trib cart path pipe is 265 feet +/- 5 feet.

> Pictures and measurements are available . This is well within the 300'
 > that will avoid a new permit and reduces the mitigation fee. On the
 > other hand enclosing the East Trib and the discharge will save twenty
 > five thousand dollars in not building a support wall for the 90" MSD
 > receiver pipe. Since staff has estimated the length to be 328 feet I
 > suggest that Public Works cut down the Honeysuckle and employ a
 > chartered surveyor to accurately and independently measure the creek
 > midline from the discharge at the dam to the discharge at the cart
 > path pipe. We want to know whether it is more expensive to install the
 > hand laid base and modular walls or install enclosed RCP pipe
 > extension.

>
 > Regarding the South Pond I would also request the cost and
 > effectiveness of a simple turned up RCP weir with a table and aerating
 > fountain on top versus the current plan to build an overflow box weir,
 > wing walls and platform built into the dam. I have installed simple
 > upturned new weirs on lakes as big as 26 acres with 50' high earthen
 > dams. They are not elegant but they work and can be prefabricated. We
 > did not have to re-configure the dam structure to install them. And
 > the upturned Weir can be "Glamorized"

>
 > It is important to avoid duplication to have an agreed upon set of
 > alternatives to bid before sending bids out to contractors and there
 > is time to get these alternatives evaluated.

>
 > Lastly, as expressed at the Stormwater committee meeting, the use of
 > hydraulic silt removal should be evaluated versus mechanical silt
 > removal. Because of the Dredgit Corps unique vacuuming of the silt and
 > return of the water with less than 200 microns, I would request that
 > they be included in any specification. Doing the dredging for all the
 > ponds at one time will minimize mobilization costs and reduce the
 > disruption of the Golf Course operations..

>
 > Now in the event that you and the Mayor are not successful in selling
 > the CID to the commercials then the above cost reduction alternatives
 > evaluations become even more important because the City is going to
 > have to pay for the whole thing even though I have great confidence in
 > your persuasive capabilities.

>
 > In summary. we have the time to evaluate all alternatives, and we have
 > reasonable expectations of the dam's relative stabilized performance
 > to get us to the Fall of 2015.

> I believe we should avail ourselves of the time to have complete
 > information from which the council can set the policy based upon the
 > best factual alternatives information to provide the staff with
 > confident direction with minimal space for surprises and regrets.

>
 > With sincere appreciation for your patience on this matter.

>
 > Bob

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City Clerk
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Meeting: 11/24/14 07:00 PM

DOC ID: 1160

DISCUSSION ITEM (ID # 1160)

Second Council Meeting in December