



**REGULAR MEETING
AGENDA
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
JUNE 27, 2016
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)

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*

1. CONSENT AGENDA

a. Council Minutes Dated July 13, 2016

BILLS PAYABLE REPORT

For Information Only

Summary: Attached is a bills payable listing dated June 21, 2016 in the amount of \$144,777.67 For Council review. No vote is required.

UNFINISHED BUSINESS

2. Substitute Bill 5572 - an Ordinance Entering into an Agreement with Saint Louis County and Accepting the Dedication of the Westerly Portion of Woodfield Lane as a Public Street Upon Completion of the Terms of the Related City-County Agreement . Final Reading and Passage

Summary: Saint Louis County has proposed an agreement between the County and the City, whereby the County would reconstruct the westerly (private) half of Woodfield Lane in order for the City to accept the new street as a City-maintained street. City staff recommends that the City pursue this agreement so that all of Woodfield Lane can become a publicly maintained street. This agreement was discussed and approved by the City Council in December 2015, but the approval was later rescinded in January 2016 following a disagreement between the City and County regarding the terms of the



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agreement. Discussion on this topic has been tabled since January. The bill and agreement have been revised to clarify the agreement.

- 3. Amended Bill No. 5599 - an Ordinance Amending the Adopted FY 2016 General, Capital, Retirement and Municipal Enterprise Funds Budgets of the City of Creve Coeur by Authorizing Additional Appropriations and Unappropriations from Operating Departments. Final Reading and Passage**

Summary: Amending the Adopted FY 2016 General, Capital, Retirement and Municipal Enterprise Funds Budgets of the City of Creve Coeur by Authorizing Additional Appropriations and Unappropriations from Operating Departments

- 4. Bill No. 5600 - an Ordinance Adopting the Annual Budget of the City of Creve Coeur for the Fiscal Year 2017 Commencing July 1, 2016 and Appropriating Funds Pursuant Thereto. Final Reading and Passage**

Summary: Council is requested to approve the annual budget.

- 5. Bill No. 5601 - an Ordinance Amending Chapter 215 of the Code of Ordinances of the City of Creve Coeur Regarding Smoking in Public Places. Final Reading and Passage**

Summary: The proposed changes to current city regulations would prohibit all smoking and tobacco use in and around outdoor dining/seating areas.

- 6. Bill No. 5602 - an Ordinance Amending Title III of the Code of Ordinances, Schedule III, Table III-A, to Reflect a Reduction in Speed Limit from 35 MPH to 30 MPH for a Segment of Conway Road from Laduemont Drive to the West City Limit. Final Reading and Passage**

Summary: Code Amendment recommendation for Conway Road to conform codified speed and posted signs.

NEW BUSINESS

- 7. Bill No. 5603 - an Ordinance Authorizing the Issuance of a New Conditional Use Permit for a 1,660 Square-Foot Eating and Drinking Establishment Located at 12305 Olive Boulevard Within the Woodcrest Shopping Center. First Reading**

Summary: Mary Gabriel, of Maradan Inc., submitted an application for a new conditional use permit for a 1,660 square foot, 30 seat, dine-in, carry-out, and delivery, Pizza World Restaurant to be located at 12305 Olive Boulevard within the Woodcrest Shopping Center. The subject property is zoned CB, Core Business District. The Planning and Zoning Commission recommended approval on June 20, 2016.



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- 8. Resolution No. 1225 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Execution of a Contract with M & H Concrete Contractors, Inc., for the 2016 Roadway Reconstruction Project – Phase II as Part of the Street Repair Program for the 2017 Fiscal Year for the Amount of \$ 338,440.00.**

Summary: City staff recommends entering into a contract with M & H Concrete Contractors, Inc due to their low bid for the work and their experience with similar past work in Creve Coeur.

- 9. Resolution No. 1226 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Execution of a Contract with M & H Concrete Contractors, Inc. for Concrete Roadway and Sidewalk Repairs Related to the Street Repair Program for the 2017 Fiscal Year for \$771,702.00.**

Summary: City staff recommends awarding the 2016 Concrete Pavement Replacement Project contract to M&H Concrete Contractors, Inc. due to their low bid for the work as well as their successful completion of the City's annual concrete pavement replacement projects from 2010-2015.

- 10. Resolution No. 1227 - a Resolution of the City Council of the City of Creve Coeur, Missouri, to Accept the Proposal from Excel Temporary Service to Supply Temporary Staffing on an as Needed Basis to the City of Creve Coeur for Leaf Collection and Other Labor Services for Up to a Three-Year Period.**

Summary: Approval of the attached resolution will allow staff to obtain temporary worker services from Excel Temporary Service for additional labor to maintain roads and parks, and assistance during the leaf collection program.

- 11. Resolution No. 1228 - a Resolution Authorizing the Purchase of Insurance Coverages for the Year Beginning July 1, 2017**

Summary: The resolution authorizes annual purchase of property, casualty, liability, worker's compensation, and health insurance.

- 12. Resolution No. 1229 - a Resolution of the City Council of the City of Creve Coeur, Missouri Authorizing the Execution of an Agreement with St. Louis County Regarding a Community Development Block Grant for Accessibility Improvements to the City's Public Pedestrian Facilities.**

Summary: The City is eligible for an annual grant of \$20,000 through the Community Development Block Grant (CDBG) program. These funds are issued for the purpose of improving the City's facilities and programs for disadvantaged populations. City staff recommends that the City Council authorize the pursuit and execution of the current grant so that improvements can be made to the City's pedestrian network.



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BUSINESS FROM MAYOR AND CITY COUNCIL

13. Council Liaison Reports

BUSINESS FROM CITY ADMINISTRATOR

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 06/23/2016
Deborah Ryan, MPCC
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: 06/27/16 07:00 PM

DOC ID: 1998

COUNCIL MINUTES (ID # 1998)

Council Minutes Dated July 13, 2016



**MINUTES
CITY OF CREVE COEUR
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CALL TO ORDER

A regular meeting of the City Council of the City of Creve Coeur was called to order by Mayor Glantz at the Creve Coeur Government Center, 300 N. New Ballas Road on Monday, June 13, 2016 at 7:00 p.m.

PLEDGE OF ALLEGIANCE

Mayor Glantz led the Pledge of Allegiance.

INVOCATION

Mayor Glantz gave the invocation.

ROLL CALL

Mr. Glantz	Mayor
Mr. Faron	Council Member Ward I
Ms. Kramer	Council Member Ward I
Mr. Ruzicka	Council Member Ward II
Mrs. Lawrence	Council Member Ward II
Mr. Hoffman	Council Member Ward III
Mrs. Baseley	Council Member Ward IV

Absent: Council Members Charlotte D'Alfonso, Ward III and Scott Saunders, 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 Kramer to accept the agenda as presented.

Mark Perkins requested that Item 14, Review of IMS Pavement Projections be deferred until June 27.

Mayor Glantz requested the addition of Item 11.A – Proclamations.

Council Member Hoffman moved, seconded by Council Member Faron to accept the agenda as amended, with the vote upon such motion as follows, to-wit:

Council Member Ruzicka – Aye
Council Member Faron – Aye
Council Member Lawrence – Aye
Council Member Hoffman – Aye



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Council Member Baseley – Aye

Council Member Kramer – Aye

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

ANNOUNCEMENTS

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

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

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

PUBLIC HEARING - FY 2017 ANNUAL BUDGET

A presentation was made by Mark Perkins, City Administrator regarding the FY 2017 Annual Budget. Finance Director Dan Smith discussed his proposed final amendment exhibit.

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

1. CONSENT AGENDA

Council Member Hoffman moved, seconded by Council Member Kramer to approve the consent agenda as presented.

a. Council Minutes Dated May 23, 2016

b. Annual Records Destruction

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

Council Member Kramer – Aye

Council Member Baseley – Aye

Council Member Hoffman – Aye

Council Member Lawrence – Aye

Council Member Faro – Aye

Council Member Ruzicka – Aye

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

BILLS PAYABLE REPORT

For Information Only

Summary: Attached is a bills payable listing dated June 6, 2016 in the amount of \$182,347.00 for Council review. No vote is required.



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UNFINISHED BUSINESS

None

NEW BUSINESS

- 2. Bill No. 5599 - an Ordinance Amending the Adopted FY 2016 General, Capital, Retirement and Municipal Enterprise Funds Budgets of the City of Creve Coeur by Authorizing Additional Appropriations and Unappropriations from Operating Departments. First Reading**

City Clerk read Bill No. 5599 for the first time.

Dan Smith reviewed items as listed in the bill.

- 3. Bill No. 5600 - an Ordinance Adopting the Annual Budget of the City of Creve Coeur for the Fiscal Year 2017 Commencing July 1, 2016 and Appropriating Funds Pursuant Thereto. First Reading**

City Clerk read Bill No. 5600 for the first time.

- 4. Substitute Bill No. 5572 - an Ordinance Entering into an Agreement with Saint Louis County and Accepting the Dedication of the Westerly Portion of Woodfield Lane as a Public Street Upon Completion of the Terms of the Related City-County Agreement. First Reading.**

City Clerk read Bill No. 5572 for the first time.

Mark Perkins stated St. Louis County put together a program to repair a road that is in poor condition. The agreement is that the city will accept the donation of the road along with any future maintenance once the street is brought up to city standards. Council will need to accept as a substitution.

Council Member Lawrence moved, seconded by Council Member Hoffman to bring the matter back from the table and accept Substitute Bill No. 5572 as presented, with the vote upon such motion being as follows, to-wit:

Council Member Ruzicka – Aye
Council Member Faron – Aye
Council Member Lawrence – Aye
Council Member Hoffman – Aye
Council Member Baseley – Aye
Council Member Kramer – Aye

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



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5. Bill No. 5601 - an Ordinance Amending Chapter 215 of the Code of Ordinances of the City of Creve Coeur Regarding Smoking in Public Places. First Reading

City Clerk read Bill No. 5601 for the first time.

Council Member Hoffman stated he brought this issue up several weeks ago to address the issue of smoking in outdoor dining and seating areas and proposes amending the current smoking ordinance. The problems with second hand smoke are well documented and there isn't any question as to the number of deaths and illnesses because of second hand smoke. The American Lung Association website shows the CDC numbers on how many people are affected by secondhand smoke. With that information in mind this is a proposed change to Chapter 215 and this does include electric cigarettes.

Council Member Ruzicka asked if any other municipalities that have made this change.

Council Member Hoffman asked City Clerk for information regarding other cities.

City Clerk stated city of O'Fallon is the only other municipality that has this restriction; however, it is only enforced if a customer of an establishment complains, the establishment contacts the PD and the Officers will ask if the complainant wishes to file formal charges. If the customer does not then nothing is done, if they do then the person will be required to appear in court.

Council Member Ruzicka asked how is the city going to handle it if a customer or establishment doesn't follow the amendment.

Council Member Hoffman stated the same as it is handled indoors and if they continue then the PD will be called.

Chief Eidman stated that is how all ordinance violations are handled.

Council Member Faron asked for those establishments that are going to have a difficult time conforming to the new ordinance, how will that be handled.

Carl Lumley stated if there is seating in the area that is in question, if the establishment removes the public seats, then it wouldn't be a violation. If it is an employee or resident only area then it wouldn't be subject to it.

Council Member Hoffman stated he has not received any opposition from area restaurants.

Mayor Glantz asked if the Chamber of Commerce made any comments.

Mark Perkins stated they have not, but did tell the Chamber that a final vote wouldn't be taken until the 27th.

6. Bill No. 5602 - an Ordinance Amending Title III of the Code of Ordinances, Schedule III, Table III-A, to Reflect a Reduction in Speed Limit from 35 MPH to 30 MPH for a Segment of Conway Road from Laduemont Drive to the West City Limit. First Reading



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City Clerk read Bill No. 5602 for the first time.

Mark Perkins stated for clarification per the PD memo, with this Conway Road will have a uniform speed limit the entire length of the road in the code book to match current signage.

7. Resolution No. 1223 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Creve Coeur Police Department to Participate in the Missouri Highway Safety Program.

City Clerk read Resolution No. 1223.

Mark Perkins stated this is an annual resolution to allow the PD to continue participating in the program.

Council Member Hoffman moved, seconded by Council Member Kramer to approve Resolution No. 1223, with the vote upon such motion being as follows, to-wit:

Council Member Kramer – Aye
Council Member Baseley – Aye
Council Member Hoffman – Aye
Council Member Lawrence – Aye
Council Member Faro – Aye
Council Member Ruzicka – Aye

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

8. Resolution No. 1224 - a Resolution Authorizing the City Administrator of the City of Creve Coeur to Enter into an Agreement with Winning Technologies for the Purchase of Information Technology Management Services.

City Clerk read Resolution No. 1224.

Council Member Faron moved, seconded by Council Member Kramer to approve Resolution No. 1224, with the vote upon such motion being as follows, to-wit:

Council Member Ruzicka – Aye
Council Member Faron – Aye
Council Member Lawrence – Aye
Council Member Hoffman – Aye
Council Member Baseley – Aye
Council Member Kramer – Aye

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

APPOINTMENTS

9. Planning and Zoning Commission Appointments



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Mayor Glantz stated the Planning and Zoning Nominating Committee members were Beth Kistner, P & Z Chair; Council President Ellen Lawrence and the Mayor. The Nominating Committee met on May 23, 2016 and reviewed interested applicants and selected applicants to interview. Committee met again on June 6, 2016 to hold interviews and met immediately after to discuss and make recommendation to Council. Vacancies on the P & Z were created by James Faron being elected to Council and Charles Pullium announcing he will be moving out of the city and will not be reappointed for another term. Nominating Committee recommends Council appoint Heather Silverman to fill the unexpired term, which will expire June 30, 2017 and appoint Matt Schuh to fill a three year term which will begin July 1, 2016 and expire June 30, 2019.

Council Member Hoffman moved, seconded by Council Beasley to approve the Nominating Committee's recommendations for appointments to the Planning and Zoning Commission as stated, with the vote upon such motion being as follows, to-wit:

Council Member Kramer – Aye
Council Member Baseley – Aye
Council Member Hoffman – Aye
Council Member Lawrence – Aye
Council Member Faron – Aye
Council Member Ruzicka – Aye

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

BUSINESS FROM MAYOR AND CITY COUNCIL

10. Council Liaison Reports

Council Member Hoffman stated the HEB committee met on Wednesday, June 18, 2016 and had a field trip. The Committee chose the winners of the Beatification Contest held by the city. Winners have been chosen and will be announced soon.

Council Member Faron stated the Storm Water Committee met and heard through staff and reviewed a packet from a concerned resident in Sunswept about creek conditions in their neighborhood. Committee also discussed the residential storm water update, which included discussion of a few driveway bridge issues, as well as backyard drainage issues. Capital Improvement Project update included discussion of a few street culverts at Alden and MeadowBrook. Discussed the dam stabilization at the golf course and finally a discussion on the residential storm water regulation which mimics much of the MSD regulations leading to difficult interpretation and enforcement of our ongoing storm water management plan.

Council Member Ruzicka stated he introduced himself at the Finance Committee meeting as well as to staff.

Council Member Baseley asked if the Storm Water Tax was discussed at the meeting.

Council Member Faron stated no discussion at the last meeting as they had a full agenda but will be discussed at a near future meeting.



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Mayor Glantz stated he meets with Mayors from various surrounding communities and he asked them who has the storm water tax in place and all of the neighboring communities currently have this tax as well.

11. Exterior Property Maintenance

Mayor Glantz stated he requested this item to be placed on the agenda. At the last two or three Coffee with the Mayor events there have been extensive discussions regarding concern of exterior property maintenance of some homes in various subdivisions. There are only a few in Creve Coeur but they are becoming an increased concern to neighbors. Thought it would be appropriate to discuss and address it collaboratively as the City Council.

Steve Unser, Chief Building Official stated approximately 96 to 98% of the violations notices that are sent out get complied within the time frame. Rarely will we get an address where a second and final notice is issued. If the property still doesn't comply then it will go to municipal court for action. Usually by the time the issue reaches court, a lot of the cases are resolved prior to the court date and the case gets dismissed. The city does have a code enforcement process for the city's property maintenance and nuisance code. We have a full time code enforcement officer, whose primary duty is enforcing property maintenance code and the nuisance code. A complaint is normally responded to within a day or two and people take the appropriate action.

Council Member Hoffman asked in the city's court system, is there a limit as to what the city can fine residents who don't comply and if that increased in time.

Steve Unser stated there is a maximum penalty the city can assess and that is \$500 per count. Usually, a property maintenance violation the city will file a single complaint which is one count and assess a penalty based on how long it took for the property to come into compliance. There have been some problem cases where staff has filed additional counts to increase the penalty, but not often.

Mayor Glantz stated his goal in bringing this up is not to generate revenue but rather to get compliance. Troublesome properties become very noticeable very quickly and we are very fortunate in our community that a vast majority of people take good care of their property. The goal is to have all properties in compliance and not to raise revenue. Mayor Glantz stated at the Coffee with the Mayor some of the complaints are that the process seems to bog down and take excessive time. Could the city step in and do some of the maintenance and charge the property owners or is that something the city wants to do.

Council Member Ruzicka stated there are plenty of students in the area that need service hours and suggested that they could help with clean up in some of these cases.

Carl Lumley stated one of the current properties that have issues is a property on St. Paul and the problem with the recent recession is that the lenders don't record the changes in mortgages any longer. Even though it says it is Bank of America loan they haven't been the lender for years. There is a law that states that some lenders are exempt from local laws as they are under the umbrella of the Federal Government and we have to depend on the Federal Government to want to preserve their collateral. The property owner walked away. So the city may not be able to do anything on some of these particular properties until the correct entity



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takes responsibility and authority to bring a property into compliance. It appears that the property on St. Paul is set for foreclosure sale on June 23, 2016 and hoping that it is a positive direction. The city does have the authority to correct issues like health, safety and welfare issues but there are processes and procedures that are required to be followed.

11a. – Proclamations

Mayor Glantz stated he would like to let Council know that he has written and presented the following proclamations:

- Malachi Owen – Cantorial Soloist at Temple Emanuel
- Two boys that were Mayors for the Day
- Annual Poppy Queen
- Annual Arbor Day

Going forward the Council will receive notification when proclamations are written and presented if they will not be coming to a Council meeting.

BUSINESS FROM CITY ADMINISTRATOR

12. Owner's Representative for Government Center Projects

Mark Perkins stated we have continued to move forward with the facilities planning and we have been focusing on a November ballot issue, although no definite decision has been made. Staff is looking to hire an owner's representative/construction manager on board to keep close review of the project, budget, daily review of quality once construction beings. This person will handle bidding, selection of architect as well as construction. Essentially an expert extension of city staff to run the project. Looking to have this person come on board before the item is even put on the ballot and they can assist in the education process of the ballot issue as well. If it doesn't end up on the ballot or it doesn't pass then we would only pay for those hours worked, if it did pass then they would continue to work throughout the project.

Council Member Ruzicka asked if other municipalities are doing similar hirings.

Mark Perkins stated other municipalities as well as school districts use contract employees that do this type of work.

Council Member Baseley asked what the ballpark cost is for a contract employee like this. Will they get paid a flat rate or a percentage of the project.

Mark Perkins stated he has seen a range of different ways proposed in the cost of a contract employee like this. Definitely in the range of six figures but would set a not to exceed amount.

Jim Heines stated fee usually based on a percentage of overall project, by the hours and not to exceed. That is something that could be negotiated as the project progresses.

Council Member Lawrence stated she would be more comfortable with hourly or flat rate.

Carl Lumley stated one feature that you will see in the documentation in the packet is that it is made clear that they don't have legal authority for the owners, the city in this instance. So they



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may be a party to the negotiation, this contract employee would not be able to make binding decisions.

Mark Perkins stated staff will plan to work to finalize an RFP and get it out. Planning to involve a couple members from the facilities task force to help review submittals.

13. Emergency Purchase - Ice Compressor

Jason Valvero stated June 4, 2016 the compressor went down at the ice arena and he was notified right after the start of the Heart to Heart Run. The compressor assists in keeping the ice cold, the set point of 20 degrees. If the temperature falls below that the ice will become soft and not playable. Called Murphy Company and they came and diagnosed that all oil pressure had been lost. They do not build compressors on site to that scale. A rebuilt compressor was ordered and purchased out of Chicago. Compressor arrived last Wednesday, it was installed and when they went to start the compressor the new one wasn't working. Murphy Company called the manufacturer, they sent a new one. The new one was received and installed today and the ice is getting better. Lost some rentals and some will be recouped by rescheduling practices. Staff will continue to work with the renters that were displaced.

14. Review of IMS Pavement Projections

This item has been deferred until the June 27, 2016 scheduled Council meeting.

Council Member Hoffman moved, seconded by Council Member Kramer to adjourn at 8:49 p.m., with the vote upon such motion being as follows, to-wit:

Council Member Ruzicka – Aye
Council Member Faron – Aye
Council Member Lawrence – Aye
Council Member Hoffman – Aye
Council Member Baseley – Aye
Council Member Kramer – Aye

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

Submitted by:

Deborah Ryan
City Clerk

Barry Glantz
Mayor



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

Meeting: 06/27/16 07:00 PM
Department: Finance Department
Category: Report
Prepared By: Sherry Hall
Initiator: Dan Smith
Sponsors:
DOC ID: 1997

SCHEDULED

BILLS LISTING (ID # 1997)

Bills Payable Listing

Attached is a bills payable listing dated June 21, 2016 in the amount of \$144,777.67 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: June 21, 2016

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 June 21, 2016 in the amount of \$144,777.67.



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

a

6/21/2016

NO DEPT - NO DIV

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00188		051616 220	16-May-16	CARLTON, BRYAN D.	SEWER LATERAL REPAIR REIMB	02-00-00-1901	1,760.00
00066		000262148	03-Jun-16	FROESEL OIL	7001 GAL UNLEADED GASOLINE	01-00-00-1651	13,069.53
00066		000262153	03-Jun-16	FROESEL OIL	2400 GAL DIESEL FUEL	01-00-00-1653	4,308.00
01417	P002069	0104024	01-Jun-16	GEOTECHNOLOGY, INC.	TREE SHELTER WELDING INSP.	01-00-00-2420	1,841.40
01323		043893400	27-May-16	INDOX SERVICES	INFO. REQUEST-PLAN COPIES	01-00-00-4722	47.06
02645	P002443	1603	23-Jan-16	KFD TRAINING & CONSULTATION, LLC	LOCKUP ARREST & CONTROL INSTRU	01-00-00-2411	1,310.00
00188		030816 219	08-Mar-16	NEWDA PROPERTIES	SEWER LATERAL REPAIR REIMB	02-00-00-1901	2,407.20
01048		9766297721 GF	01-Jun-16	VERIZON WIRELESS	PD EQUIPT PURCHASE MAY 2016	01-00-00-2712	199.99
00291		060616	06-Jun-16	WALPERT PROPERTIES	REFUND O/P 2016 BUSINESS LIC.	01-00-00-4402	52.50
Sum of Invoices							24,995.68



**CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING**

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LEGISLATIVE

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00019	P002418	117988	02-Jun-16	CURTIS, HEINZ, GARRETT & O'KEEFE	LEGAL FEES-CITY ATTY MAY 2016	01-11-12-6201	11,621.56
00303		742667989	25-Mar-16	MISSOURI LAWYERS MEDIA	PUB HRG NOTICE-5-YEAR CIP	01-11-13-6260	132.24
02689		061416	14-Jun-16	RICHARD C. BRESNAHAN, ATTY	SVCS RENDERED AS PROS. ATTY.	01-11-12-6201	3,167.00
Sum of Invoices							14,920.80



CITY OF CREVE COEUR
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Administration

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00005		1688521	16-Jun-16	AMERICAN STAMP	NAME BADGE	01-12-11-6202	17.31
01120		A00017866505GAR	31-May-16	ASI	FLEX PLAN ADMIN FEES-MAY 2016	01-12-11-6203	548.50
01120		053116	31-May-16	ASI	HRA FEES-MAY 2016	01-12-11-6203	200.00
00136		3324	02-Jun-16	CHAMBER OF COMMERCE CREVE COEUR/OLIVETTE	BRD OF DIR MTG/LUNCH 6/2/16	01-12-11-6264	20.00
01997		654VC11811 2016	31-May-16	EQUIFAX INFORMATION SERVICES	INFORMATION SERVICE	01-12-11-6202	33.33
00053		329027	02-Jun-16	MERCY CORPORATE HEALTH	PRE-EMPLOYMENT PHYSICAL	01-12-11-6271	110.00
00053		329029	02-Jun-16	MERCY CORPORATE HEALTH	PRE-EMPLOYMENT TESTING	01-12-11-6271	30.00
00053		330570	02-Jun-16	MERCY CORPORATE HEALTH	PRE-EMPLOYMENT PHYSICAL	01-12-11-6271	85.00
00053		330734	02-Jun-16	MERCY CORPORATE HEALTH	PRE-EMPLOYMENT TESTING	01-12-11-6271	55.00
00053		337268	02-Jun-16	MERCY CORPORATE HEALTH	PRE-EMPLOYMENT PHYSICAL	01-12-11-6271	110.00
00053		337436	02-Jun-16	MERCY CORPORATE HEALTH	PRE-EMPLOYMENT PHYSICAL	01-12-11-6271	140.00
01305		WST 052416	10-Jun-16	MISSOURI-LTAP	WORKER SAFETY TRAINING	01-12-11-6203	40.00
02518	P002230	3977	01-Jun-16	PREFERRED RESOURCE NETWORK, INC.	QUARTERLY EAP SERVICE FEE	01-12-11-6203	817.50
01262	P002339	36885	31-May-16	SPECIALTY MAILING	HANDLING/MAILING JUNE NEWSLETT	01-12-11-6203	224.93
02520	P002264	70131	31-May-16	SWIFT PRINT COMMUNICATIONS	PRINTING OF JUNE NEWSLETTER	01-12-11-6203	1,697.83
01048		9766297721 GF	01-Jun-16	VERIZON WIRELESS	CELL PHONES-MAY 2016	01-12-11-6253	52.31
						Sum of Invoices	4,181.71



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

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IT

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01311	P002439	1477023	01-Jun-16	BARRACUDA NETWORKS	12 MONTHS CLOUD STORAGE 600GB	01-12-51-6213	1,800.00
00401		16-23360S	08-Jun-16	NSC DIVERSIFIED	FUSER REPLACEMENT-FIN. PRINTER	01-12-51-7331	369.00
00401		16-23234S	07-Jun-16	NSC DIVERSIFIED	REPLACE CARTRIDGE MOTOR CP4505	01-12-51-7331	562.50
02654	P002409	0012674	14-Jun-16	UMZUZU LLC	PO OVERAGE	01-12-51-7331	106.00
02654	P002409	0012674	14-Jun-16	UMZUZU LLC	464 GFW UNLIMITED MONTHLY	01-12-51-7331	48.00
02654	P002409	0012674	14-Jun-16	UMZUZU LLC	.5 2052 GO GOOGLE UMZUZU OPTIO	01-12-51-7331	1,026.00
01048		9766297721 GF	01-Jun-16	VERIZON WIRELESS	CELL PHONES-MAY 2016	01-12-51-6253	62.31
Sum of Invoices							3,973.81



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ACCOUNTS PAYABLE LISTING

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FINANCE

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00005		1688479	14-Jun-16	AMERICAN STAMP	REPLACEMENT INK PADS	01-13-11-7304	129.83
00016		061616	16-Jun-16	COLLECTOR OF REVENUE	SALES TAX REPORT-JUNE 2016	01-13-11-6202	20.00
00016		042716	27-Apr-16	COLLECTOR OF REVENUE	SALES TAX REPORT-APRIL 2016	01-13-11-6202	20.00
01048		9766297721 GF	01-Jun-16	VERIZON WIRELESS	CELL PHONES-MAY 2016	01-13-11-6253	52.31
Sum of Invoices							222.14



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

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6/21/2016

MUNICIPAL COURT

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00050		INV0048524	15-Jun-16	REJIS	SUBSCRIPTION FEES-JUNE 2016	01-13-14-6202	1,418.95
						Sum of Invoices	1,418.95



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

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INTERDEPARTMENTAL

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00045		843490896001	06-Jun-16	OFFICE DEPOT-BUSINESS DIV	TONER, ADDRESS LABELS	01-13-15-7312	185.29
00045		843490745001	04-Jun-16	OFFICE DEPOT-BUSINESS DIV	STYLUS FOR ACCT REC. CLERK	01-13-15-7312	8.99
00045		842802579001	01-Jun-16	OFFICE DEPOT-BUSINESS DIV	FILE BOXES	01-13-15-7312	54.50
00046		CIV0320267	26-May-16	OFFICE ESSENTIALS	LAMINATE POUCHES	01-13-15-7312	12.49
00046		CIV0322305	01-Jun-16	OFFICE ESSENTIALS	LEGAL-SIZE STORAGE BOXES-BLDG	01-13-15-7312	98.00
00076		27506753	07-Jun-16	PEPSI-COLA	SODA FOR VENDING/MEETINGS	01-13-15-7304	449.75
02686	P002446	586783	19-May-16	PITZER SNODGRASS, P.C.	LIABILITY INSURANCE DEDUCTIBLE	01-13-15-6220	1,267.50
02686	P002446	585969	18-Apr-16	PITZER SNODGRASS, P.C.	LIABILITY INSURANCE DEDUCTIBLE	01-13-15-6220	2,671.50
01169		3304106295	25-May-16	STAPLES ADVANTAGE	MANILLA FOLDERS	01-13-15-7312	44.60
01048		9766297721 GF	01-Jun-16	VERIZON WIRELESS	HOT SPOT-MAY 2016	01-13-15-6253	40.01
00075		4278	13-Jun-16	WUSSLER BUSINESS FORMS	BUSINESS CARDS	01-13-15-7312	262.00
Sum of Invoices							5,094.63



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

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COMMUNITY SERVICES

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01140		56350	27-May-16	ARCHWAY BOWLING & TROPHY	PLAQUES FOR HEART TO HEART RUN	01-14-11-6281	476.00
02056		604299012-XW8	22-Apr-16	CORVUS JANITORIAL SYSTEMS	CLEAN TAPMEYER-SPECIAL EVENT	01-14-11-6203	150.00
02688	P002448	30437	01-Jun-16	REGAL MIDWEST, INC.	NEON DRI-FIT T-SHIRT, 4-COLOR	01-14-11-6281	198.00
02688	P002448	30437	01-Jun-16	REGAL MIDWEST, INC.	ADD'L CHARGE FOR XXL SHIRTS	01-14-11-6281	78.00
02688	P002448	30437	01-Jun-16	REGAL MIDWEST, INC.	YOUTH DRI-FIT T-SHIRT, 4-COLOR	01-14-11-6281	165.00
02688	P002448	30437	01-Jun-16	REGAL MIDWEST, INC.	GREY DRI-FIT T-SHIRT 4-COLOR F	01-14-11-6281	1,815.00
Sum of Invoices							2,882.00



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ICE ARENA

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550		311126345	24-May-16	ARAMARK UNIFORM SERVICES	MOP RENTAL (5/24/16)	06-14-31-7307	1.56
01550		311151461	31-May-16	ARAMARK UNIFORM SERVICES	MOP RENTAL (5/31/16)	06-14-31-7307	1.56
01550		311101360	17-May-16	ARAMARK UNIFORM SERVICES	MOP RENTAL (5/17/16)	06-14-31-7307	4.23
01550		311176231	07-Jun-16	ARAMARK UNIFORM SERVICES	MOP RENTAL (6/7/16)	06-14-31-7307	1.56
01550		311126345	24-May-16	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (5/24/16)	06-14-31-7308	4.35
01550		311151461	31-May-16	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (5/31/16)	06-14-31-7308	4.35
01550		311101360	17-May-16	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (5/17/16)	06-14-31-7308	13.02
01550		311176231	07-Jun-16	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (6/7/16)	06-14-31-7308	4.35
00078		1001772	25-May-16	BECKER ARENA PRODUCTS	RUBBER FLOORING	06-14-31-6212	579.86
00935		27998892	02-May-16	BMI	YEARLY MUSIC LICENSE	06-14-31-6262	336.00
00948	P002422	127639	31-May-16	C&R MECHANICAL	INSTALL NEW CONTROLLER	06-14-31-6212	1,476.00
00912		2291479	22-Apr-16	CHEM-AQUA INC.	ANNUAL WATER SOFTENER TREATMNT	06-14-31-6211	1,229.06
00082		0626347	05-May-16	METROLIFT PROPANE	PROPANE FOR OLYMPIA (5/5/16)	06-14-31-7307	216.26
01350		47497	16-May-16	MODERN COMMUNICATIONS	REPAIR MUSIC JACK IN PLAYERS B	06-14-31-6211	200.00
00711		355377573	10-May-16	TERMINIX	PEST CONTROL SERVICE 5/10/16	06-14-31-6212	36.50
01048		9766297721 EF	01-Jun-16	VERIZON WIRELESS	CELL PHONES-MAY 2016	06-14-31-6253	52.31
Sum of Invoices							4,160.97



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ACCOUNTS PAYABLE LISTING

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6/21/2016

GOLF MAINTENANCE

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
02683		S0549812	02-Jun-16	ADVANCED TURF SOLUTIONS, INC.	HERBICIDE AND GREENS FERTILIZR	06-14-32-7303	418.00
02085		2515	10-Jun-16	BLUEWING SUPPLY LLC	OUT-OF-BOUNDS ROPE	06-14-32-6212	174.00
00081		9128922037	03-Jun-16	GRAINGER	URINAL PARTS	06-14-32-6212	5.10
00081		9128922029	03-Jun-16	GRAINGER	URINAL REPAIR KIT	06-14-32-6212	26.66
00081		9128922029	03-Jun-16	GRAINGER	SPRAY PAINT FOR BRIDGE	06-14-32-7301	8.64
01415		INV0018772	31-May-16	GREENSPRO, INC.	ORGANIC FAIRWAY FERTILIZER	06-14-32-7303	646.00
01415		INV0018852	03-Jun-16	GREENSPRO, INC.	SPRAY TANK CLEANER	06-14-32-7303	155.00
00565		72-2016DUES	25-May-16	MISSISSIPPI-VALEY GOLF COURSE SUPER. ASSOC.	ANNUAL DUES-GETTEMEIER	06-14-32-6262	130.00
00175		1070411-00	10-Jun-16	MTI DISTRIBUTING, INC.	ROLLER BEARINGS FOR 4500-D	06-14-32-6211	159.51
00173		IN135237	14-Jun-16	SUPREME TURF PRODUCTS	SPRAY DYE	06-14-32-7303	85.00
01048		9766549779 EF	04-Jun-16	VERIZON WIRELESS	TABLET DATA PLAN MAY 2016	06-14-32-6202	50.00
Sum of Invoices							1,857.91



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ACCOUNTS PAYABLE LISTING

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PRO SHOP

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00045		841389980001	23-May-16	OFFICE DEPOT-BUSINESS DIV	REGISTER TAPE	06-14-33-7304	8.22
00711		355377573	10-May-16	TERMINIX	PEST CONTROL SERVICE 5/10/16	06-14-33-6212	36.50
Sum of Invoices							44.72



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

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6/21/2016

SNACK BAR

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550		311126345	24-May-16	ARAMARK UNIFORM SERVICES	WIPING TOWELS (5/24/16)	06-14-34-7301	3.63
01550		311151461	31-May-16	ARAMARK UNIFORM SERVICES	WIPING TOWELS (5/31/16)	06-14-34-7301	3.63
01550		311101360	17-May-16	ARAMARK UNIFORM SERVICES	WIPING TOWELS (5/17/16)	06-14-34-7301	4.38
01550		311176231	07-Jun-16	ARAMARK UNIFORM SERVICES	WIPING TOWELS (6/7/16)	06-14-34-7301	3.63
00084		3868144402	02-Jun-16	COCA-COLA	SODA PRODUCTS FOR RESALE	06-14-34-8317	781.44
00084		3868144402	02-Jun-16	COCA-COLA	PAPER GOODS	06-14-34-8321	104.40
02632		3312178	10-Jun-16	PERFORMANCE FOOD GROUP, INC.	FOOD FOR RESALE	06-14-34-8315	585.17
01471		00685	08-Jun-16	RL MUELLER NATIONAL DIST., INC.	SNACKS FOR RESALE	06-14-34-8319	192.60
01471		00605	02-Jun-16	RL MUELLER NATIONAL DIST., INC.	SNACKS FOR RESALE	06-14-34-8319	176.00
01471		00605	02-Jun-16	RL MUELLER NATIONAL DIST., INC.	MISC. PRODUCTS	06-14-34-8321	6.13
Sum of Invoices							1,861.01



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BUILDING MAINTENANCE

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01644		101457	25-May-16	AA KEY & LOCK SERVICE	KEY FOR MP ROOM	01-16-11-6212	12.50
01550		311201141	14-Jun-16	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (6/14/16)	01-16-11-7308	4.38
01550		311151460	31-May-16	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (5/31/16)	01-16-11-7308	4.38
01550		311176230	07-Jun-16	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (6/7/16)	01-16-11-7308	4.38
01867		20133	01-Jun-16	AUTHORIZED ELEVATOR	QTRLY MAINTENANCE	01-16-11-6211	125.00
00117		9021139	08-Jun-16	HOME DEPOT	SHELVING MATERIAL FOR MAILRM	01-16-11-6212	41.29
00164		058204	15-Jun-16	NEW SYSTEM CARPET & BUILDING CARE LTD.	PAPER PRODUCTS, CAN LINERS	01-16-11-6212	883.60
00116		5794765802	16-Jun-16	SAM'S CLUB	COFFEE, LOUNGE SUPPLIES	01-16-11-7304	283.80
00087		58019	31-May-16	SYSTEMAIRE	HEAT PUMPS 29 & 23 REPAIRS	01-16-11-6212	690.95
00711	P002323	355303961	27-May-16	TERMINIX	PEST CONTROL MAY/JUNE 2016	01-16-11-6212	74.00
01048		9766297721 GF	01-Jun-16	VERIZON WIRELESS	CELL PHONES-MAY 2016	01-16-11-6253	32.41
00054		02345465	03-Jun-16	WALTER KNOLL FLORIST	ATRIUM FLORAL SVC-JULY 2016	01-16-11-6212	80.00
Sum of Invoices							2,236.69



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POLICE-ADMIN

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00080		9438-116-5	08-Jun-16	DIERBERGS	WATER, GATORADE-EXTREME HEAT	01-21-11-7304	92.53
00234		448913	02-Jun-16	ED. ROEHR SAFETY PRODUCTS	EMERGENCY LIGHTS	01-21-11-6210	203.00
02601		1699	10-Jun-16	GET EXPOSED GRAPHICS	MAGNETIC SIGN	01-21-11-7304	11.94
02601		1701	14-Jun-16	GET EXPOSED GRAPHICS	4 MAGNETIC SIGNS	01-21-11-7304	67.72
02094		812HP026M51105	02-Jun-16	MISSOURI STATE HIGHWAY PATROL	(8) CRIMINAL RECORD SEARCHES	01-21-11-6203	96.00
01378		18827	31-May-16	PERSONNEL EVALUATION INC.	Personnel Evals New Officers	01-21-11-6203	559.00
00116		1111	03-Jun-16	SAM'S CLUB	18 FLASH DRIVES	01-21-11-7304	181.86
00116		2965 REISSUE	27-Apr-16	SAM'S CLUB	PRISONER MEALS	01-21-11-7304	133.90
00116		2350	17-Jun-16	SAM'S CLUB	PRISONER MEALS	01-21-11-7309	48.80
00093		6715	09-Jun-16	SOUTHWEST FAMILY TESTING	PSYCHOLOGICAL EVAL NEW OFFICER	01-21-11-6203	525.00
00093		6716	09-Jun-16	SOUTHWEST FAMILY TESTING	PSYCHOLOGICAL EVAL NEW OFFICER	01-21-11-6203	525.00
00092		85916	02-Jun-16	ST LOUIS COUNTY TREASURER	JUNE CARE CONTRACT	01-21-11-6202	23.91
01048		9766297721 GF	01-Jun-16	VERIZON WIRELESS	CELL PHONES-MAY 2016	01-21-11-6253	104.62
01048		9766549779 GF	04-Jun-16	VERIZON WIRELESS	MOBILE BROADBAND-MAY 2016	01-21-11-6253	40.01
Sum of Invoices							2,613.29



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POLICE-INVESTIGATIONS

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
02677	P002447	7263.	09-Jun-16	DKSTUF, LLC	SECURITY CAMERA SYSTEM-PW/PARK	01-21-21-9503	2,999.29
02677	P002447	7264	09-Jun-16	DKSTUF, LLC	SECURITY CAMERA SYSTEM- PUBLIC	01-21-21-9503	2,799.29
02677	P002447	7265	09-Jun-16	DKSTUF, LLC	SECURITY CAMERA SYSTEM- BEIRNE	01-21-21-9503	2,799.29
02677	P002447	7266	09-Jun-16	DKSTUF, LLC	SECURITY CAMERA SYSTEM- MALCOM	01-21-21-9503	2,799.29
01228		1432814-20160531	31-May-16	LEXISNEXIS	(2) MAY USER FEES	01-21-21-6202	180.34
01048		9766297721 GF	01-Jun-16	VERIZON WIRELESS	CELL PHONES-MAY 2016	01-21-21-6253	162.05
Sum of Invoices							11,739.55



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ACCOUNTS PAYABLE LISTING

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POLICE-PATROL

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00007		379667747	15-Jun-16	BATTERIES PLUS BULBS	CAR 2410 BATTERY	01-21-22-6210	80.40
02119		232858	15-Jun-16	DAVE SINCLAIR LINCOLN-MERCURY, INC.	CAR 2408 REPLACED CANISTER PUR	01-21-22-6210	166.49
02119		232727	09-Jun-16	DAVE SINCLAIR LINCOLN-MERCURY, INC.	CAR 2416 3000 MILE SERVICE	01-21-22-6210	42.95
02119		232757	10-Jun-16	DAVE SINCLAIR LINCOLN-MERCURY, INC.	CAR 2410 3000 MILE SERVICE	01-21-22-6210	42.95
02119		232940	16-Jun-16	DAVE SINCLAIR LINCOLN-MERCURY, INC.	CAR 2403 3000 MILE SERVICE	01-21-22-6210	42.95
02119		232911	15-Jun-16	DAVE SINCLAIR LINCOLN-MERCURY, INC.	CAR 2416 REPLACE LF HEADLAMP	01-21-22-6210	26.58
02119		232648	07-Jun-16	DAVE SINCLAIR LINCOLN-MERCURY, INC.	CAR 2409 3000 MILE SVS	01-21-22-6210	42.95
02119		232550	06-Jun-16	DAVE SINCLAIR LINCOLN-MERCURY, INC.	CAR 2408 3000 ML, REPAIR HORN	01-21-22-6210	147.95
02119		232621	07-Jun-16	DAVE SINCLAIR LINCOLN-MERCURY, INC.	CAR 2406 3000 MILE SERVICE	01-21-22-6210	42.95
00095	P002440	305751	07-Jun-16	DOBBS TIRE & AUTO	PO OVERAGE	01-21-22-6210	5.00
00095	P002440	305751	07-Jun-16	DOBBS TIRE & AUTO	10 EAGLE RS-A 103V VSB TIRES	01-21-22-6210	1,265.00
00234		449256	08-Jun-16	ED. ROEHR SAFETY PRODUCTS	INSTALL LPR SYSTEM IN CAR 2406	01-21-22-6210	80.00
00234	P002412	449255	08-Jun-16	ED. ROEHR SAFETY PRODUCTS	CHANGEOVER 5 POLICE VEHICLES	01-21-22-6210	9,260.00
00147		534123	09-Jun-16	INTOXIMETERS	192 MOUTHPIECES	01-21-22-7304	49.92
01409	P002419	1041	22-Mar-16	JP PROMOTIONAL	3 ROLL OF 1000 POLICE BADGE	01-21-22-7314	194.10
01409	P002419	1041	22-Mar-16	JP PROMOTIONAL	1000 BIZ CARD MAGNETS	01-21-22-7314	160.00
01409	P002419	1041	22-Mar-16	JP PROMOTIONAL	1000 BIC CLIK STIK PENS	01-21-22-7314	400.00
01409	P002419	1041	22-Mar-16	JP PROMOTIONAL	400 STRESS RELIEVER POLICE CAR	01-21-22-7314	600.00
01409	P002419	1041	22-Mar-16	JP PROMOTIONAL	SHIPPING	01-21-22-7314	97.00
00346	P002424	INV-0071646	02-Jun-16	MEGGITT TRAINING SYSTEMS, INC.	1 YR SVC AGREEMENT-RANGE	01-21-22-7313	1,695.00
00346	P002424	INV-0071646	02-Jun-16	MEGGITT TRAINING SYSTEMS, INC.	PO OVERAGE-UNFORSEEN REPAIR	01-21-22-7313	204.50
00045		841001542001	19-May-16	OFFICE DEPOT-BUSINESS DIV	CHAIR FOR WATCH COMM OFFICE	01-21-22-9504	260.99
00970		1852-131403	03-Jun-16	O'REILLY AUTO PARTS	MOTOR OIL, CARWASH SOLUTION	01-21-22-6210	42.03
00970		1852-132216	08-Jun-16	O'REILLY AUTO PARTS	SCRATCH REMOVER FOR CARS	01-21-22-6210	16.99
00970		1852-133396	15-Jun-16	O'REILLY AUTO PARTS	RETURN SCRATCH REMOVER	01-21-22-6210	-16.99
01048		9766297721 GF	01-Jun-16	VERIZON WIRELESS	CELL PHONES-MAY 2016	01-21-22-6253	500.30
00965		633186	06-Jun-16	VIP	TWO CHARGE GUARDS	01-21-22-9503	125.00
00237		4257198	25-May-16	WORLD WIDE TECHNOLOGY	BATTERY FOR BLUETOOTH MOB PRIN	01-21-22-7304	49.36
Sum of Invoices							15,624.37



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

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PUBLIC WORKS

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
02169		424840	31-May-16	DREXEL TECHNOLOGIES, INC.	MONTHLY SVC CHARGE	01-31-11-6213	57.75
01048		9766297721 GF	01-Jun-16	VERIZON WIRELESS	CELL PHONES-MAY 2016	01-31-11-6253	281.66
Sum of Invoices							339.41



**CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING**

a

6/21/2016

STREETS

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01644		101457	25-May-16	AA KEY & LOCK SERVICE	PADLOCKS FOR GARAGE	01-31-41-6212	38.48
00805	P002324	5269614	24-Feb-16	ALTEC INDUSTRIES, INC	PO OVERAGE	01-31-41-6211	128.26
00805	P002324	5269614	24-Feb-16	ALTEC INDUSTRIES, INC	SAFETY REPAIRS FOR BUCKET TRUC	01-31-41-6211	5,795.24
01550		311201139	14-Jun-16	ARAMARK UNIFORM SERVICES	MOP RENTAL (6/14/16)	01-31-41-6212	4.19
01550		311176228	07-Jun-16	ARAMARK UNIFORM SERVICES	MOP RENTAL (6/7/16)	01-31-41-6212	4.19
01550		311151458	31-May-16	ARAMARK UNIFORM SERVICES	MOP RENTAL (5/31/16)	01-31-41-6212	4.19
01550		311201139	14-Jun-16	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (6/14/16)	01-31-41-7308	56.36
01550		311176228	07-Jun-16	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (6/7/16)	01-31-41-7308	54.26
01550		311151458	31-May-16	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (5/31/16)	01-31-41-7308	56.35
00010		0984918	16-Jun-16	BRANNEKY HARDWARE	IRRIGATION PARTS-BALLAS RD.	01-31-41-6211	14.42
00099		1415103	31-May-16	CEEKAY SUPPLY	WELDING GAS/TANKS	01-31-41-7307	53.67
00826		2318735	09-Jun-16	CREST INDUSTRIES, INC.	MECHANIC'S PARTS	01-31-41-6210	183.67
00049		0000038887	01-Jun-16	EMPLOYEE STAFFING GROUP	TEMP PERSONNEL W/E 5/29/16	01-31-41-6207	1,770.31
00049		0000038869	25-May-16	EMPLOYEE STAFFING GROUP	TEMP PERSONNEL W/E 5/22/16	01-31-41-6207	1,925.82
00127		150415	25-May-16	ERB EQUIPMENT COMPANY	FUEL PUMP FOR CHIPPER	01-31-41-6211	79.79
00127		150419	25-May-16	ERB EQUIPMENT COMPANY	SQUARE CUT RINGS FOR CHIPPER	01-31-41-6211	18.00
00023		555537	09-Jun-16	FRED WEBER	ASPHALT TO PATCH POT HOLES	01-31-41-7305	551.65
00023		553251	01-Jun-16	FRED WEBER	ASPHALT FOR PATCHING	01-31-41-7305	374.00
00023		554754	07-Jun-16	FRED WEBER	ASPHALT-ROLLING VIEW	01-31-41-7305	328.35
00023		553989	03-Jun-16	FRED WEBER	MICRO-PREP MATERIAL-ROLLING VI	01-31-41-7305	324.50
00081		9128772341	03-Jun-16	GRAINGER	SPRAYER PUMP FOR GATOR	01-31-41-6211	94.29
02402		6219-283237	02-Jun-16	HANDY AUTOMOTIVE	PARTS FOR TRK 204	01-31-41-6210	60.73
02659		0347-000190351	31-May-16	JOHNNY ON THE SPOT #347	2 EA RENTAL UNITS	01-31-41-6266	81.50
00789		23050	07-Jun-16	K&K SUPPLY	POWER WASHER	01-31-41-6212	566.19
02009		150017	31-May-16	LANDVATTER READY MIX, INC.	STREET REPAIR-SUNSWEPT	01-31-41-7305	326.54
00040		881934	08-Jun-16	MILBRADT	OIL FOR EQUIPMENT	01-31-41-6211	44.00
00040		61304	08-Jun-16	MILBRADT	ECHO PB250LN BLOWER	01-31-41-6211	101.99
00040		61289	07-Jun-16	MILBRADT	ECHO PB250LN BLOWER	01-31-41-6211	101.99
00042		1160558	10-Jun-16	MPR SUPPLY	PARTS FOR IRRIGATION/SPLASH PD	01-31-41-6211	187.51
00411		106824	01-Jun-16	N.B. WEST CONTRACTING CO.	COLD PATCH-STREET REPAIRS	01-31-41-7305	216.20
00786		0545382-IN	10-Jun-16	NEUMAYER EQUIPMENT COMPANY, INC.	GAS PUMP MAINT AT SHOP	01-31-41-6212	158.50
00165		TI-0298414	02-Jun-16	NEWMAN TRAFFIC SIGNS	FILM FOR SIGNS	01-31-41-7311	222.82
00713		10388	13-May-16	REGER ROOFING & SIDING CO.	ROOF REPAIR AT SHOP	01-31-41-6212	400.00
00692		554685	27-May-16	ST LOUIS SAFETY, INC.	SAFETY T-SHIRTS, GLASSES, VEST	01-31-41-7308	342.26
00173		IN135040	07-Jun-16	SUPREME TURF PRODUCTS	HERBICIDE	01-31-41-6212	280.50



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

a

STREETS

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00593	P002365	10601	28-May-16	THE GREENWOOD GROUP LLC	R.O.W. MAINT SVCS MAY 2016	01-31-41-6212	1,525.00
00593	P002369	10498	20-May-16	THE GREENWOOD GROUP LLC	IRRIGATION REPAIR-OLIVE/270	01-31-41-6212	274.24
00593	P002369	10602	28-May-16	THE GREENWOOD GROUP LLC	OLIVE/270 MAINT MAY 2016	01-31-41-6212	3,015.00
01048		9766297721 GF	01-Jun-16	VERIZON WIRELESS	CELL PHONES-MAY 2016	01-31-41-6253	84.72
00104		P70402	14-Jun-16	VERMEER	SWITCH-2400 PSI	01-31-41-6210	54.97
00104		P69960	25-May-16	VERMEER	BED KNIFE FOR CHIPPER	01-31-41-6211	143.76
Sum of Invoices							20,048.41



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

a

6/21/2016

HEALTH & WELFARE

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01836		114011	11-Jun-16	CRITTER CONTROL OF ST. LOUIS	DEAD DEER REMOVAL	01-31-42-6214	300.00
01836		113263	19-May-16	CRITTER CONTROL OF ST. LOUIS	RACCOON TRAPPING/REMOVAL-CABIN	01-31-42-6214	1,002.00
01048		9766297721 GF	01-Jun-16	VERIZON WIRELESS	CELL PHONES-MAY 2016	01-31-42-6253	32.41
Sum of Invoices							1,334.41



**CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING**

a

6/21/2016

PARKS

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00805	P002324	5269614	24-Feb-16	ALTEC INDUSTRIES, INC	SAFETY REPAIRS FOR BUCKET TRUC	01-31-43-6211	1,931.75
01550		311201139	14-Jun-16	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (6/14/16)	01-31-43-7308	18.78
01550		311176228	07-Jun-16	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (6/7/16)	01-31-43-7308	20.88
01550		311151458	31-May-16	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (5/31/16)	01-31-43-7308	18.79
02673		48191	13-Jun-16	BERGFELD RECREATION, INC.	ROLLER FOR TENNIS COURTS	01-31-43-6212	680.00
00099		1415103	31-May-16	CEEKAY SUPPLY	WELDING GAS/TANKS	01-31-43-7307	17.89
00826		2318735	09-Jun-16	CREST INDUSTRIES, INC.	MECHANIC'S PARTS	01-31-43-6210	61.23
00049		0000038887	01-Jun-16	EMPLOYEE STAFFING GROUP	TEMP PERSONNEL W/E 5/29/16	01-31-43-6207	590.11
00049		0000038869	25-May-16	EMPLOYEE STAFFING GROUP	TEMP PERSONNEL W/E 5/22/16	01-31-43-6207	641.94
00127		150415	25-May-16	ERB EQUIPMENT COMPANY	FUEL PUMP FOR CHIPPER	01-31-43-6211	26.60
00127		150419	25-May-16	ERB EQUIPMENT COMPANY	SQUARE CUT RINGS FOR CHIPPER	01-31-43-6211	6.00
00081		9128772341	03-Jun-16	GRAINGER	SPRAYER PUMP FOR GATOR	01-31-43-6211	31.43
02402		6219-283237	02-Jun-16	HANDY AUTOMOTIVE	PARTS FOR TRK 204	01-31-43-6210	20.25
00117		3010748	14-Jun-16	HOME DEPOT	CHEMICALS FOR TAPPMAYER HOUSE	01-31-43-6224	33.92
02659		0347-000190351	31-May-16	JOHNNY ON THE SPOT #347	2 EA RENTAL UNITS	01-31-43-6266	81.50
00789		23050	07-Jun-16	K&K SUPPLY	POWER WASHER	01-31-43-6212	188.73
00040		881934	08-Jun-16	MILBRADT	OIL FOR EQUIPMENT	01-31-43-6211	45.00
00040		61304	08-Jun-16	MILBRADT	ECHO PB250LN BLOWER	01-31-43-6211	34.00
00040		61289	07-Jun-16	MILBRADT	ECHO PB250LN BLOWER	01-31-43-6211	34.00
00040		880421	20-May-16	MILBRADT	PLUG FOR WATER PUMP	01-31-43-6212	3.15
00042		I160558	10-Jun-16	MPR SUPPLY	PARTS FOR IRRIGATION/SPLASH PD	01-31-43-6211	62.51
00042		I134502A	31-May-16	MPR SUPPLY	SOLENOID FOR SPLASH PAD	01-31-43-6212	51.90
00042		CM160948	14-Jun-16	MPR SUPPLY	CREDIT FOR RETURNED VALVES	01-31-43-6212	-185.71
00547	P002421	226781	12-Jun-16	ST LOUIS BACKFLOW SERVICES	ANNUAL BACKFLOW TESTING AND RE	01-31-43-6212	1,485.00
00692		554685	27-May-16	ST LOUIS SAFETY, INC.	SAFETY T-SHIRTS, GLASSES, VEST	01-31-43-7308	114.09
00173		IN135054	07-Jun-16	SUPREME TURF PRODUCTS	CHEMICALS FOR PARKS	01-31-43-6212	491.00
00173	P002380	IN135040 PO	07-Jun-16	SUPREME TURF PRODUCTS	FERTILIZER, GRASS SEED, CHEMIC	01-31-43-7303	114.50
00173	P002380	IN134742	26-May-16	SUPREME TURF PRODUCTS	FERTILIZER, GRASS SEED, CHEMIC	01-31-43-7303	385.00
00593	P002370	10603	28-May-16	THE GREENWOOD GROUP, LLC	PARKS MAINT. MAY 2016	01-31-43-6212	5,152.00
00104		P70402	14-Jun-16	VERMEER	SWITCH-2400 PSI	01-31-43-6210	18.33
00104		P69960	25-May-16	VERMEER	BED KNIFE FOR CHIPPER	01-31-43-6211	47.92
00109		459598	16-May-16	WESTPORT POOLS	FILTER FOR SPLASH PAD	01-31-43-6212	749.18
00109		459620	31-May-16	WESTPORT POOLS	CHEMICALS FOR SPLASH PAD	01-31-43-7301	75.60
Sum of Invoices							13,047.27



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

a

6/21/2016

COMMUNITY DEVELOPMENT - PLANNING

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01048		9766297721 GF	01-Jun-16	VERIZON WIRELESS	CELL PHONES-MAY 2016	01-32-11-6253	144.63
Sum of Invoices							144.63



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

a

6/21/2016

COMMUNITY DEVELOPMENT - BUILDING

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
02547		205399	27-May-16	NJC PRINTING	100 EA JOBSITE CARDS	01-32-61-7304	92.68
02547		205465	10-Jun-16	NJC PRINTING	50 EA RES. DEV. PERMITS	01-32-61-7304	126.10
01048		9766297721 GF	01-Jun-16	VERIZON WIRELESS	CELL PHONES-MAY 2016	01-32-61-6253	273.63
01048		9766549779 GF	04-Jun-16	VERIZON WIRELESS	INSPECTOR TABLETS-MAY 2016	01-32-61-6253	240.06
Sum of Invoices							732.47



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

a

6/21/2016

CAPITAL IMPROVEMENTS

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00606	P002176	PAY #10	17-Jun-16	HORNER & SHIFRIN INC	EMERSON SIDEWALK IMP DESIGN	02-61-71-9510-15604	4,371.24
00606	P002361	FINAL PAY-EMERS	17-Jun-16	HORNER & SHIFRIN INC	EMERSON SIDEWALK IMP DESIGN	02-61-71-9510-15604	1,416.00
02682	P002434	INV0010527	01-Jun-16	INFO TECH, INC.	3 APPIA SOFTWARE LICENSE FOR	02-61-71-9510-16601	4,950.00
00303		742777314	02-Jun-16	MISSOURI LAWYERS MEDIA	REQ FOR BIDS 2016 CONCRETE PRO	02-61-71-9510-16602	565.60
Sum of Invoices							11,302.84

Grand Total All Invoices 144,777.67



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

Meeting: 06/27/16 07:00 PM
Department: Public Works Department
Category: Agreement
Prepared By: Matt Wohlberg
Department Head: Jim Heines

SCHEDULED

ORDINANCE

Substitute Bill 5572 - an Ordinance Entering into an Agreement with Saint Louis County and Accepting the Dedication of the Westerly Portion of Woodfield Lane as a Public Street Upon Completion of the Terms of the Related City-County Agreement . Final Reading and Passage

Saint Louis County has proposed an agreement between the County and the City, whereby the County would reconstruct the westerly (private) half of Woodfield Lane in order for the City to accept the new street as a City-maintained street. City staff recommends that the City pursue this agreement so that all of Woodfield Lane can become a publicly maintained street. This agreement was discussed and approved by the City Council in December 2015, but the approval was later rescinded in January 2016 following a disagreement between the City and County regarding the terms of the agreement. Discussion on this topic has been tabled since January. The bill and agreement have been revised to clarify the agreement.

AN ORDINANCE ENTERING INTO AN AGREEMENT WITH ST. LOUIS COUNTY AND ACCEPTING THE DEDICATION OF THE WESTERLY PORTION OF WOODFIELD LANE AS A PUBLIC STREET UPON COMPLETION OF THE TERMS OF THE RELATED CITY-COUNTY AGREEMENT.

WHEREAS, Woodfield Lane is used by the public to access multiple businesses within the Corporate Square business park in the City of Creve Coeur and by Metro Transit as part of a weekday bus route; and

WHEREAS, the easterly portion of Woodfield Lane (from Corporate Square Drive to and including the cul-de-sac) is currently owned and maintained by the City; and

WHEREAS, the westerly portion of Woodfield Lane (from the cul-de-sac to Lindbergh Boulevard) is owned and maintained as a private street by the properties of 10199 Woodfield Lane, 10120 Woodfield Lane, and 1100 North Lindbergh Boulevard; and

WHEREAS, Saint Louis County has proposed an agreement with the City of Creve Coeur, whereby: Saint Louis County will secure donations, to the City of Creve Coeur, of lands along and including the westerly portion of Woodfield Lane sufficient to create a 40-foot-wide public right of way; Saint Louis County will agree to maintain these lands until such time as Saint Louis County has constructed Woodfield Lane to meet the standards of the City of Creve Coeur; the City of Creve Coeur will accept these lands as public right of way; Saint Louis County will reconstruct the westerly portion of Woodfield Lane to the standards specified by the City of Creve Coeur; the City of Creve Coeur will accept the westerly portion of Woodfield Lane upon the completion of its reconstruction; and the City of Creve Coeur will release Saint Louis County from its maintenance responsibilities for Woodfield Lane; and

WHEREAS, the County Council of Saint Louis County approved Ordinance 26,258 authorizing the execution of an agreement with the City of Creve Coeur that provides for the reconstruction of Woodfield Lane by Saint Louis County and for Saint Louis County to maintain Woodfield Lane until Woodfield Lane has been reconstructed and accepted by the City of Creve Coeur; and

WHEREAS, the City's Department of Public Works recommends acceptance of the reconstructed westerly portion of Woodfield Lane for the benefit of the traveling public; and

WHEREAS, acceptance of this arrangement with Saint Louis County and acceptance of the future dedication of the westerly portion of Woodfield Lane were recommended by the Planning and Zoning Commission at their meeting held on November 16, 2015; and

WHEREAS, on January 11, 2016, the City Council voted to reconsider Bill No. 5572, which had been enacted as Ord. No. 5450 at the immediately preceding meeting, and thereupon tabled that measure, and has now brought the matter back from the table, 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: Acceptance of the proposed Agreement Between the City of Creve Coeur and St. Louis County for the Reconstruction of Woodfield Lane by St. Louis County and the Acceptance of Woodfield Lane by the City of Creve Coeur as a Public Street, attached hereto as "Exhibit A" and referred to herein as the "Agreement," is hereby approved, and the City Administrator is authorized to execute the Agreement on behalf of the City and the City Clerk is authorized and directed to attest thereto. The final agreement document as executed shall be in substantially the form of the Agreement, with such changes therein as shall be approved by the officers of the City executing same, 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, and the matters herein authorized.

SECTION 2: Acceptance by the City of the dedication of the lands along and including the westerly portion of Woodfield Lane as public right of way is hereby approved, but such acceptance shall be contingent upon the execution of the Agreement in Section 1, the determination that all lands dedicated to become the City's right of way were properly donated for this purpose, and deeds indicating the same have been recorded in the St. Louis County Records.

SECTION 3: Acceptance by the City of the pavement of the westerly portion of Woodfield Lane, and the City's release of the County's maintenance obligations therefore, shall be contingent upon the determination by the City Administrator, or his designated representative, that the westerly portion of Woodfield Lane has been reconstructed to the meet the City's standards.

SECTION 4: This ordinance shall become effective pursuant to Section 3.11(g) of the City Charter. The City Administrator shall report satisfaction of the foregoing contingencies at the appropriate time for recording in the public minutes of a City Council meeting.

Passed this ____ day of _____, 2016.

Ellen Lawrence
President of City Council

Approved this ____ day of _____, 2016.

Barry Glantz
Mayor

Ordinance

Meeting of June 27, 2016

Attest:

Deborah Ryan, MPCC
City Clerk

EXHIBIT A

**AGREEMENT BETWEEN THE CITY OF CREVE COEUR AND ST. LOUIS COUNTY
FOR THE RECONSTRUCTION OF WOODFIELD LANE BY ST. LOUIS COUNTY AND
THE ACCEPTANCE OF WOODFIELD LANE BY THE CITY OF CREVE COEUR AS A
PUBLIC STREET**

WHEREAS, St. Louis County (hereinafter COUNTY) owns an office facility for Department of Transportation and Public Works staff adjacent to Woodfield Lane; and

WHEREAS, Woodfield Lane is used to access multiple businesses within the Corporate Square Business Park in the City of Creve Coeur (hereinafter CITY); and

WHEREAS, the easterly portion of Woodfield Lane (from Corporate Square Drive to and including the cul-de-sac) is currently owned and maintained by the CITY, and the westerly portion of Woodfield Lane (from the cul de sac to North Lindbergh Boulevard) is owned and maintained as a private street; and

WHEREAS, Woodfield Lane functions as a public street, but is rather an easement across 10199 Woodfield Lane, 10120 Woodfield Lane, and 1100 North Lindbergh Boulevard; and

WHEREAS, this Agreement is authorized by CITY Ordinance _____, and by COUNTY Ordinance 26,258;

NOW, THEREFORE, the CITY and COUNTY agree to the following:

1. The reconstruction of Woodfield Lane shall include the westerly portion of Woodfield Lane (i.e. from the Woodfield Lane cul-de-sac to North Lindbergh Boulevard) and shall involve reconstruction of the roadway pavement and curbing to the City's standards, substantially in the form of the roadway improvements conceptually shown on the "Construction Plans for Woodfield Lane and 1050 N Lindbergh Parking Lot," attached hereto as "Exhibit 1" and referred to herein as "WOODFIELD RECONSTRUCTION."
2. WOODFIELD RECONSTRUCTION will not involve sidewalk construction.
3. COUNTY shall maintain the westerly portion of Woodfield Lane until WOODFIELD RECONSTRUCTION is completed by COUNTY and accepted by CITY.
4. COUNTY shall arrange and CITY shall accept right-of-way and easement dedications from 10199 Woodfield Lane, 10120 Woodfield Lane, and 1100 N Lindbergh Boulevard sufficient to create at least a 40-foot-wide right of way for

the westerly portion of Woodfield Lane and adequate working room for WOODFIELD RECONSTRUCTION.

5. COUNTY shall design, permit, and construct WOODFIELD RECONSTRUCTION to meet City of Creve Coeur roadway standards.
6. COUNTY shall fund WOODFIELD RECONSTRUCTION in its entirety.
7. CITY shall accept Woodfield Lane for future maintenance and for public use upon completion and acceptance of WOODFIELD RECONSTRUCTION.
8. No money will be exchanged between CITY and COUNTY as part of this Agreement.
9. Any amendment to this Agreement must be approved in writing by both parties.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below:

Executed by CITY this _____ day of _____, 2016

Executed by COUNTY this _____ day of _____, 2016

CITY OF CREVE COEUR

ST. LOUIS COUNTY, MISSOURI

City Administrator

County Executive

ATTEST:

ATTEST:

City Clerk

Administrative Director

APPROVED AS TO LEGAL FORM:

APPROVED:

City Attorney

Director, Transportation and
Public Works

APPROVED AS TO LEGAL FORM:

County Counselor

EXHIBIT 1

INDEX OF SHEETS	
SHEET NO.	DESCRIPTION
1	TITLE & INDEX SHEET
2	SUMMARY OF QUANTITIES
3	TYPICAL SECTIONS
4	PLAN SHEET
5	PARKING LOT AND STRIPPING LAYOUT
6	DRAINAGE PIPE LAYOUT
---	STANDARD TRAFFIC CONTROL SHEETS (NOT NUMBERED)

APPROVED: _____
Nichalos D. Gardner, P.E.
Director

DATE: _____

DESIGNED:	JAB
DRAWN:	JAB
CHECKED:	JWK
SHEET SEQUENCE:	1 OF 6

Existing Aggregate Base

The diagram illustrates a cross-section of a road profile, centered on a vertical axis labeled 'C'. The total width of the road is 24 feet, with 13 feet on each side of the centerline. The profile includes a 2-inch Type 'C' Bituminous Concrete Wearing Surface, a Rolled Curb, and a Slope of 0.02'/ft. The base layers consist of an Emulsified Asphalt Tack Coat (SS-1H), a 7-inch Type 'X' Bituminous Concrete Base, a Prime Coat (MC-30), a 4-inch Type 5 Aggregate Base, and a Prepared Subgrade. The side slopes are indicated as 3:1 Max. Dimensions for the curb and base layers are also provided: 2'-6" for the curb width, 1' for the base layer width, and 1' for the subgrade width.

[illegible]

PRELIMINARY
PLANS
NOT FOR
CONSTRUCTION

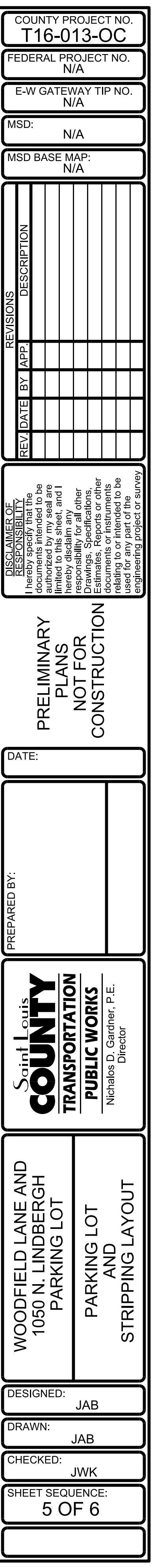
DESIGN DIVISION
1050 N. LINDBERGH BLVD.
1ST FLOOR
ST. LOUIS, MISSOURI 63132
(314) 615-8543

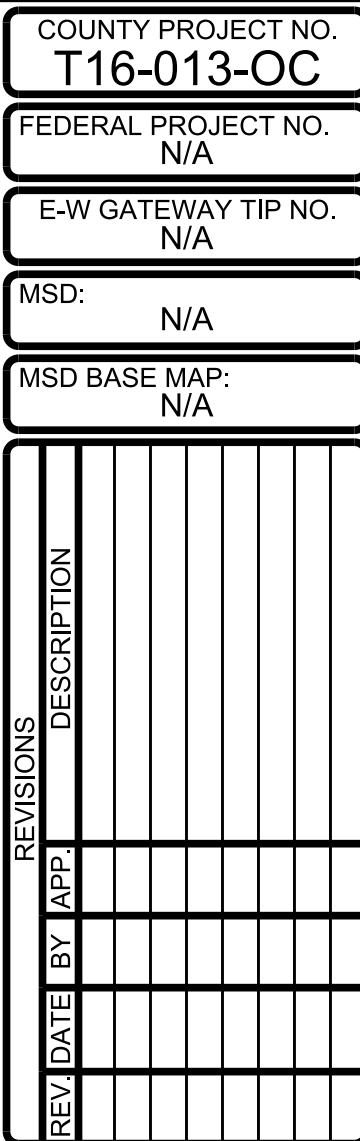
Saint Louis
COUNTY
TRANSPORTATION
PUBLIC WORKS

WOODFIELD LANE AND
1050 N. LINDBERGH
PARKING LOT

TYPICAL SECTIONS

SHEET SEQUENCE
3 OF 6





DISCLAIMER OF RESPONSIBILITY
I hereby specify that the documents intended to be authorized by my seal are limited to this sheet, and I hereby disclaim any responsibility for all other Drawings, Specifications, Estimates, Reports or other documents or instruments relating to or intended to be used for any part of the engineering project or survey.

PRELIMINARY
PLANS
NOT FOR
CONSTRUCTION

DATE: _____

DESIGN DIVISION
1050 N. LINDBERGH BLVD.
1ST FLOOR
ST. LOUIS, MISSOURI 63132
(314) 615-8543

Saint Louis
COUNTY
TRANSPORTATION
PUBLIC WORKS

Nicholas D. Gardner, P.E.
Director

WOODFIELD LANE AND 1050 N. LINDBERGH PARKING LOT	DRAINAGE IMPROVEMENTS
--	--------------------------

DESIGNED: JAB

DRAWN: JAB

CHECKED: JWK

SHEET SEQUENCE:
6 OF 6



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: June 8, 2016

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works

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

SUBJECT: City-County Agreement for the Acceptance of Woodfield Lane Right of Way and Roadway Dedication

St. Louis County has proposed a plan whereby the City of Creve Coeur and the County would coordinate the needed right of way donations and roadway construction at 10199 Woodfield Lane so that the private, westerly portion of Woodfield Lane can become a City-maintained street. City staff recommends that the City participate in this plan.

Background

Woodfield Lane is located in the light-industrial and business district in the northeast corner of the City. The easterly portion of Woodfield Lane is a relatively short, City-maintained roadway that stretches west from Corporate Square Drive to a cul de sac.

Extending west from the Woodfield Lane cul de sac to Lindbergh Boulevard is a private street through the properties of 10199 Woodfield Lane, 10120 Woodfield Lane, and 1100 North Lindbergh Boulevard. This private, westerly portion of Woodfield Lane offers direct access between Lindbergh Boulevard and the public, easterly portion of Woodfield Lane. The westerly portion of Woodfield Lane is reportedly commonly used by those who work along Corporate Square, and Metro Transit also uses this private street as part of its weekday bus route to service the Corporate Square area. This bus route has 28 scheduled stops that use Woodfield Drive and the parking lot.

In short, the private, westerly portion of Woodfield Lane is perceived as and used as a public street.

Pavement Conditions

The City resurfaced Woodfield Lane in 2011 as part of the City's annual pavement resurfacing program. It remains in very good condition.

The private, westerly portion of Woodfield Lane has generally failed. It was never constructed to serve as a public street, and its failure reflects this.



Figure 1: Google street view of Woodfield Lane looking west from the cul de sac of the City's portion of Woodfield. Note the clear pavement condition change from the public street (foreground) and the private street (background).



Figure 2: Google street view of the private portion of Woodfield Lane, looking east from Lindbergh Boulevard. The new layout of this intersection will closely resemble the existing layout.

County Proposal

St. Louis County has recently purchased the property at 1050 Lindbergh Boulevard (at the southeast corner of Lindbergh Boulevard and the private portion of Woodfield Lane) and now operates its Department of Highways and Traffic from this location. One of the two access points for the County's parking lot is on the private portion of Woodfield Lane.

The County recognizes the benefit to their function to have a public access to their entrance along the private portion of Woodfield Lane and has proposed that the County and the City work

together to make all of Woodfield Lane a public street. Specifically, the County proposes a City-County Agreement that involves the following:

1. St. Louis County commits to the reconstruction of Woodfield Lane and to the maintenance of Woodfield Lane until it is reconstructed and accepted by the City.
Status: St. Louis County Ordinance 26,258 provides the authorization for this. A copy of this ordinance is attached for reference.
2. St. Louis County secures the donation of portions of 10199 Woodfield Lane, 10120 Woodfield Lane, and 1100 North Lindbergh Boulevard needed to provide at least a 40-foot-wide, public right of way along the private portion of Woodfield Lane.
Status: St. Louis County has secured commitments from the property owners and has developed the deeds needed to transfer the lands needed for the Woodfield Lane right of way to the City.
3. The City of Creve Coeur accepts the donation of these lands as public right of way.
Status: Pending execution of the City-County Agreement.
4. St. Louis County removes the existing private street and replaces it with a new roadway that meets the City's roadway standards. This new street would be an asphalt street with concrete curbing, similar to the existing public portion of Woodfield Lane.
Status: Pending execution of the City-County Agreement.
5. The City accepts the new Woodfield Lane right of way and adopts the pavement for maintenance.
Status: Pending completion of the project by St. Louis County.

This proposal is different than most requests for adoption of a private street. Typically the private street would be brought up to the City's standards prior to the official request and dedication of the land to the City. In this case, the County would need to have the land donated to the City from the outset. The County has provided for this by agreeing to maintain Woodfield Lane until the roadway reconstruction is complete.

Setbacks for 10199 Woodfield Lane

City and County staff have discussed at length the building setback for 10199 Woodfield Lane and whether this arrangement would be allowed by the Municipal Code. The specific concern was that the new public right of way would be relatively close to the existing building at 10199 Woodfield Lane, and that this would create a violation of the setback for this property.

According to Section 400.010 of the Municipal Code, the donation of this land for the construction of a public street would allow 10199 Woodfield Lane to maintain its current setbacks. Therefore, it appears that the proposal will create no setback issues.

A copy of this Section is attached for reference.

Recommendation

The private portion of Woodfield Lane will be replaced with a new street that will be designed to the City's specifications, and the final product will be a new street requiring little maintenance in the foreseeable future. Therefore, City staff recommends that the City enter into the proposed agreement with St. Louis County for the reconstruction and adoption of the private portion of Woodfield Lane.

The Creve Coeur Planning and Zoning Commission considered the City-County agreement and the acceptance of the reconstructed westerly portion of Woodfield Lane at their meeting on

November 16, 2015. The Commission voted in unanimous support of a pursuing the agreement and the acceptance.

- Attachments:
1. Concept Layout of Right of Way Dedication for Woodfield Lane
 2. St. Louis County Ordinance 26,258
 3. Section 400.010 Effect of Dedication of Land to City upon Owner's Use of Remaining Property



WOODFIELD LANE DEDICATION

Concept Layout of Right of Way Dedication
October 26, 2015

-  Proposed Woodfield Right of Way
-  Existing Right of Way
-  Property Line

ATTACHMENT ON FILE IN COUNTY CLERK'S OFFICEBILL NO. 281, 2015ORDINANCE NO. 26,258, 2015Introduced by Councilmember Page **AN ORDINANCE**

ACCEPTING FOR OWNERSHIP AND MAINTENANCE PROPERTY DEDICATED TO ST. LOUIS COUNTY BY METRO CREVE COEUR LLC; AUTHORIZING EXECUTION OF A QUITCLAIM DEED TRANSFERRING CERTAIN PROPERTY INTERESTS TO THE OWNERS OF PROPERTY AT 1100 NORTH LINDBERGH BOULEVARD; AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A CONTRACT WITH THE CITY OF CREVE COEUR FOR RECONSTRUCTION AND TRANSFER OF RECONSTRUCTED WOODFIELD LANE TO THE CITY OF CREVE COEUR; AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS.

BE IT ORDAINED BY THE COUNTY COUNCIL OF ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

SECTION 1. The rights-in-property consisting of the right-of-way and temporary slope and construction license (TSCL) located as depicted on Attachment One hereof, are accepted for ownership and maintenance upon dedication of such rights-in-property to St. Louis County by Metro Creve Coeur LLC. The County Executive is authorized to execute, on behalf of County, such documents as may be necessary to effectuate the intent of this section.

SECTION 2. The County Executive is further authorized to execute a quitclaim deed to the persons occupying the property at 1100 North Lindbergh Blvd., transferring to them such property interests as County may own at that location. The property rights to be transferred are described on Exhibits A and B.

SECTION 3. The County Executive is further authorized to execute a contract with the City of Creve Coeur ("City"). The contract shall provide for County to reconstruct Woodfield Lane from Lindbergh Blvd. to the western edge of the cul-de-sac to meet City roadway standards, with County to maintain Woodfield Lane west of the cul-de-sac until the reconstruction is completed. The contract shall further provide for City to accept the reconstructed Woodfield Lane for maintenance and

public use upon completion of the reconstruction; for City to accept right-of-way dedications from the owners of 10199 and 10120 Woodfield Lane and of 1100 N. Lindbergh Blvd. between Lindbergh Blvd. and Corporate Square Drive; and for such other terms and conditions as are approved by the County Counselor.

SECTION 4. The County Executive is authorized to execute such other documents as are necessary to effectuate the intent of Section 3.

ADOPTED: DECEMBER 1, 2015

PATRICK M. DOLAN
CHAIRMAN, COUNTY COUNCIL

APPROVED: DECEMBER 2, 2015

STEVEN V. STENGER
COUNTY EXECUTIVE

ATTEST: GENEVIEVE M. FRANK
ADMINISTRATIVE DIRECTOR

APPROVED AS TO LEGAL FORM:

Peter J. Krane
COUNTY COUNSELOR

**SECTION 400.010: EFFECT OF DEDICATION OF LAND TO CITY UPON OWNER'S
USE OF REMAINING PROPERTY**

- A. In order that undue hardships are not placed upon land owners and developers who cooperate with the City by dedicating or conveying land to the City, or to other governmental entities at the City's request, for street widenings and public improvement purposes, provided such conveyance meets the following criteria:
1. It is given voluntarily and without any monetary reimbursement;
 2. It is along an existing street or streets or a street or streets to be constructed by the City or proposed by the City for construction;
 3. It is at the City's request; and
 4. It is in accordance with City development plans or standards.
- B. It shall be the policy of the City to permit construction and development on a tract of land from which a dedication or conveyance has been made to be developed in the same manner and to the same extent as though a dedication or conveyance had not been made. That is to say that after a dedication or conveyance under the above criteria, the tract of land shall be considered to have the same number of square feet as prior to the dedication or conveyance. (R.O. 2008 §20-1; Ord. No. 1017 §1, 3-22-82; Ord. No. 1370 §1, 12-11-89)



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

Meeting: 06/27/16 07:00 PM
Department: Finance Department
Category: New Business
Prepared By: Tracy Brothers
Department Head: Dan Smith

SCHEDULED

ORDINANCE

**Amended Bill No. 5599 - an Ordinance Amending the
Adopted FY 2016 General, Capital, Retirement and Municipal
Enterprise Funds Budgets of the City of Creve Coeur by
Authorizing Additional Appropriations and Unappropriations
from Operating Departments. Final Reading and Passage**

Amending the Adopted FY 2016 General, Capital, Retirement and Municipal Enterprise Funds
Budgets of the City of Creve Coeur by Authorizing Additional Appropriations and
Unappropriations from Operating Departments

Ordinance

Meeting of June 27, 2016

AMENDED BILL NO. 5599

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE ADOPTED FY 2016 GENERAL, CAPITAL
RETIREMENT AND MUNICIPAL ENTERPRISE FUNDS BUDGETS OF THE CITY OF CREVE COEUR
BY AUTHORIZING ADDITIONAL APPROPRIATIONS AND UNAPPROPRIATIONS
FROM OPERATING DEPARTMENTS**

WHEREAS, REVENUES WERE ESTIMATED AND APPROPRIATIONS WERE AUTHORIZED IN THE ANNUAL CITY BUDGET ADOPTED ON JUNE 22, 2015 BY ORDINANCE NO. 5428, AMENDED ON AUGUST 24, 2015 BY ORDINANCE NO. 5435 AND AMENDED ON MARCH 28, 2016 BY ORDINANCE NO. 5463.

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

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

SECTION 1. THAT THE ANNUAL OPERATING BUDGETS FOR THE GENERAL, CAPITAL, MUNICIPAL ENTERPRISE, SEWER LATERAL AND RETIREMENT FUNDS FOR FISCAL YEAR 2016 AS ADOPTED, ARE HEREBY AMENDED BY AUTHORIZING ADDITIONAL APPROPRIATIONS IN THE AMOUNT OF **\$454,724** IN THE FOLLOWING DEPARTMENTS:

GENERAL FUND

CITY COUNCIL	42,500
CITY CLERK	9,900
ADMINISTRATION	1,700
MIS	200
FINANCE	8,700
MUNICIPAL COURT	1,550
NON-DEPARTMENTAL	5,150
COMMUNITY SERVICES	550
BUILDING MAINTENANCE	3,825
POLICE - ADMINISTRATION	22,900
POLICE - INVESTIGATION	30,400
POLICE - PATROL	1,800
PUBLIC WORKS - ADMIN	2,750
PUBLIC WORKS - STREETS	10,300
COMMUNITY DEVELOPMENT - ADMIN	85,451
COMMUNITY DEVELOPMENT - BUILDING DIVISION	5,650
TOTAL ADDITIONAL APPROPRIATIONS-GENERAL FUND	233,326

CAPITAL FUND

MISC. PARK IMPROVEMENTS & GRANT MATCH	11,000
MIDDLEBROOK IMPROVEMENTS	1,700
COEUR DE VILLE DRIVE-ENGINEERING	6,800
ALDEN LANE CULVERT	42,500
TOTAL ADDITIONAL APPROPRIATIONS-CAPITAL FUND	62,000

RETIREMENT FUND

RETIRED EMPLOYEE BENEFIT EXPENSE	14,200
PROFESSIONAL SERVICES	8,000
TOTAL ADDITIONAL APPROPRIATIONS-SEWER LATERAL FUND	22,200

MUNICIPAL ENTERPRISE FUND

ICE ARENA	65,320
GOLF - PRO SHOP	31,878
TOTAL ADDITIONAL APPROPRIATIONS-MUNICIPAL ENTERPRISE FUND	97,198

AMENDED BILL NO. 5599

ORDINANCE NO. _____

SEWER LATERAL FUND

REIMBURSEMENTS - SEWER LATERAL	40,000
TOTAL ADDITIONAL APPROPRIATIONS-MUNICIPAL ENTERPRISE FUND	40,000

TOTAL ALL ADDITIONAL APPROPRIATIONS	454,724
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SECTION 2. THE ANNUAL OPERATING BUDGETS FOR THE GENERAL, CAPITAL, MUNICIPAL ENTERPRISE FUNDS. AS ADOPTED, ARE HEREBY AMENDED BY AUTHORIZING ADDITIONAL UNAPPROPRIATIONS IN THE AMOUNT OF **\$1,177,230** .

GENERAL FUND

CITY COUNCIL	27,200
ADMINISTRATION	10,000
FINANCE	5,000
MUNICIPAL COURT	13,500
NON-DEPARTMENTAL	9,200
COMMUNITY SERVICES	22,000
BUILDING MAINTENANCE	4,000
POLICE - ADMIN	9,500
POLICE - INVESTIGATION	1,800
POLICE - PATROL	109,000
PUBLIC WORKS - ADMIN	13,000
PUBLIC WORKS - STREETS	148,600
PUBLIC WORKS - HEALTH & ENVIRONMENT	50,000
PUBLIC WORKS - PARKS	21,900
COMMUNITY DEVELOPMENT - ADMIN	35,650
COMMUNITY DEVELOPMENT - BLDG	22,900
TOTAL UNAPPROPRIATIONS - GENERAL FUND	503,250

CAPITAL FUND

COEUR DE VILLE DRIVE CONSTRUCTION	650,000
TOTAL UNAPPROPRIATIONS - CAPITAL FUND	650,000

MUNICIPAL ENTERPRISE FUND

ICE ARENA	19,680
GOLF - MAINTENANCE	4,300
GOLF PRO SHOP	0
TOTAL ADDITIONAL UNAPPROPRIATIONS - MUNICIPAL ENTERPRISE FUND	23,980

TOTAL ALL ADDITIONAL UNAPPROPRIATIONS	1,177,230
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SECTION 3. THE ANNUAL GENERAL FUND BUDGET FOR FISCAL YEAR 2016 AS ADOPTED IS HEREBY AMENDED FOR THE FOLLOWING INCREASE OR (DECREASE) IN BUDGET REVENUES:

ACCOUNT

PROPERTY TAXES	(20,000)
NATURAL GAS GROSS RECEIPTS	(130,000)
TELEPHONE GROSS RECEIPTS	50,000
SALES TAX RETAIL	(50,000)
SALES TAX AUTO	10,000
GASOLINE TAX	5,000
BUILDING PERMITS	145,000
SUBDIVISION PLAT FEES	(16,000)
MULTIPURPOSE ROOM RENTAL	(7,500)
TRAFFIC VIOLATIONS BUREAU	(45,000)

SECTION 4. THE ANNUAL CAPITAL FUND BUDGET FOR FISCAL YEAR 2016 AS ADOPTED IS HEREBY AMENDED FOR THE FOLLOWING INCREASE OR (DECREASE) IN BUDGET REVENUES:

AMENDED BILL NO. 5599

ORDINANCE NO. _____

ACCOUNT

OTHER AGENCY FUNDING

(300,000)

SECTION 5. THE ANNUAL MUNICIPAL ENTERPRISE FUND BUDGET FOR FISCAL YEAR 2016 AS ADOPTED IS HEREBY AMENDED FOR THE FOLLOWING INCREASE OR (DECREASE) IN BUDGET REVENUES:

ACCOUNT

CART RENTALS

8,000

MISC GOLF COURSE REVENUE

7,000

ADMISSIONS

5,000

CREVE COEUR HOCKEY RENTAL

13,500

CONTRACT RENTAL - OTHER

17,000

MEETING ROOM RENTAL

11,500

SECTION 6. THE ANNUAL RETIREMENT BUDGET FOR FISCAL YEAR 2016 AS ADOPTED IS HEREBY AMENDED FOR THE FOLLOWING INCREASE OR (DECREASE) IN BUDGET REVENUES:

ACCOUNT

EMPLOYER CONTRIBUTIONS

(24,000)

INTEREST ON INVESTMENTS

(175,000)

GAIN (LOSS) ON INVESTMENTS

(1,000,000)

SECTION 7. THIS ORDINANCE SHALL BECOME EFFECTIVE PURSUANT TO PROVISIONS OF SECTION 3.11(G) OF THE CHARTER.

ADOPTED THIS _____ DAY OF _____, 2016

ELLEN LAWRENCE
PRESIDENT, CITY COUNCIL

APPROVED THIS _____ DAY OF _____, 2016

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN
CITY CLERK



MEMORANDUM

DATE: June 23, 2016

TO: Mark Perkins, City Administrator

FROM: Daniel Smith, Director of Finance

SUBJECT: Modifications to Final Budget Amendments

At the last meeting Bill No. 5599 was proposed providing budget amendments to the FY 2016 budget. Since then, staff has been informed of additional amendments that are necessary. These include:

1. Increasing salaries in the Finance Department. Additional money is needed to provide additional salaries due to a retirement in the Finance Department and overlap personnel required for training purposes.
2. Changes in pension allocation. Due to changes in staffing pension cost allocations were different than estimated in the budget. This resulted in additions and reductions to a number of General Fund department pension expense budgets. The additions were slightly higher than the reductions.
3. An additional piece of capital equipment was required for the building inspection department.
4. An additional project-Alden Lane Culvert-was funded in the Capital Fund at the end of the year. This project was approved by City Council.

Overall the changes were minor in the amounts. Please note the bolded and italicized numbers in the revised ordinance. These are the numbers that have changed.

I would be pleased to respond to any questions.

BILL NO. 5599

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE ADOPTED FY 2016 GENERAL, CAPITAL
RETIREMENT AND MUNICIPAL ENTERPRISE FUNDS BUDGETS OF THE CITY OF CREVE COEUR
BY AUTHORIZING ADDITIONAL APPROPRIATIONS AND UNAPPROPRIATIONS
FROM OPERATING DEPARTMENTS**

WHEREAS, REVENUES WERE ESTIMATED AND APPROPRIATIONS WERE AUTHORIZED IN THE ANNUAL CITY BUDGET ADOPTED ON JUNE 22, 2015 BY ORDINANCE NO. 5428, AMENDED ON AUGUST 24, 2015 BY ORDINANCE NO. 5435 AND AMENDED ON MARCH 28, 2016 BY ORDINANCE NO. 5463.

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

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

SECTION 1. THAT THE ANNUAL OPERATING BUDGETS FOR THE GENERAL, CAPITAL, MUNICIPAL ENTERPRISE, SEWER LATERAL AND RETIREMENT FUNDS FOR FISCAL YEAR 2016 AS ADOPTED, ARE HEREBY AMENDED BY AUTHORIZING ADDITIONAL APPROPRIATIONS IN THE AMOUNT OF \$384,524 IN THE FOLLOWING DEPARTMENTS:

GENERAL FUND

CITY COUNCIL	42,500
CITY CLERK	9,900
ADMINISTRATION	1,700
MIS	200
FINANCE	3,100
MUNICIPAL COURT	1,550
NON-DEPARTMENTAL	5,150
COMMUNITY SERVICES	550
BUILDING MAINTENANCE	3,825
POLICE - ADMINISTRATION	18,900
POLICE - INVESTIGATION	21,900
PUBLIC WORKS - STREETS	10,300
COMMUNITY DEVELOPMENT - ADMIN	85,451
COMMUNITY DEVELOPMENT - BUILDING DIVISION	600
TOTAL ADDITIONAL APPROPRIATIONS-GENERAL FUND	<u>205,626</u>

CAPITAL FUND

MISC. PARK IMPROVEMENTS & GRANT MATCH	11,000
MIDDLEBROOK IMPROVEMENTS	1,700
COEUR DE VILLE DRIVE-ENGINEERING	6,800
TOTAL ADDITIONAL APPROPRIATIONS-CAPITAL FUND	<u>19,500</u>

RETIREMENT FUND

RETIRED EMPLOYEE BENEFIT EXPENSE	14,200
PROFESSIONAL SERVICES	8,000
TOTAL ADDITIONAL APPROPRIATIONS-SEWER LATERAL FUND	<u>22,200</u>

MUNICIPAL ENTERPRISE FUND

ICE ARENA	65,320
GOLF - PRO SHOP	31,878
TOTAL ADDITIONAL APPROPRIATIONS-MUNICIPAL ENTERPRISE FUND	<u>97,198</u>

BILL NO. 5599

ORDINANCE NO. _____

SEWER LATERAL FUND

REIMBURSEMENTS - SEWER LATERAL	40,000
TOTAL ADDITIONAL APPROPRIATIONS-MUNICIPAL ENTERPRISE FUND	40,000

TOTAL ALL ADDITIONAL APPROPRIATIONS **384,524**

SECTION 2. THE ANNUAL OPERATING BUDGETS FOR THE GENERAL, CAPITAL, MUNICIPAL ENTERPRISE FUNDS. AS ADOPTED, ARE HEREBY AMENDED BY AUTHORIZING ADDITIONAL UNAPPROPRIATIONS IN THE AMOUNT OF \$1,159,480.

GENERAL FUND

CITY COUNCIL	27,200
ADMINISTRATION	10,000
FINANCE	5,000
MUNICIPAL COURT	4,500
NON-DEPARTMENTAL	9,200
COMMUNITY SERVICES	22,000
BUILDING MAINTENANCE	4,000
POLICE - ADMIN	9,500
POLICE - INVESTIGATION	1,800
POLICE - PATROL	109,000
PUBLIC WORKS - ADMIN	13,000
PUBLIC WORKS - STREETS	148,600
PUBLIC WORKS - HEALTH & ENVIRONMENT	50,000
PUBLIC WORKS - PARKS	21,900
COMMUNITY DEVELOPMENT - ADMIN	26,900
COMMUNITY DEVELOPMENT - BLDG	22,900
TOTAL UNAPPROPRIATIONS - GENERAL FUND	485,500

CAPITAL FUND

COEUR DE VILLE DRIVE CONSTRUCTION	650,000
TOTAL UNAPPROPRIATIONS - CAPITAL FUND	650,000

MUNICIPAL ENTERPRISE FUND

ICE ARENA	19,680
GOLF - MAINTENANCE	4,300
GOLF PRO SHOP	0
TOTAL ADDITIONAL APPROPRIATIONS - MUNICIPAL ENTERPRISE FUND	23,980

TOTAL ALL ADDITIONAL UNAPPROPRIATIONS **1,159,480**

SECTION 3. THE ANNUAL GENERAL FUND BUDGET FOR FISCAL YEAR 2016 AS ADOPTED IS HEREBY AMENDED FOR THE FOLLOWING INCREASE OR (DECREASE) IN BUDGET REVENUES:

ACCOUNT

PROPERTY TAXES	(20,000)
NATURAL GAS GROSS RECEIPTS	(130,000)
TELEPHONE GROSS RECEIPTS	50,000
SALES TAX RETAIL	(50,000)
SALES TAX AUTO	10,000
GASOLINE TAX	5,000
BUILDING PERMITS	145,000
SUBDIVISION PLAT FEES	(16,000)
MULTIPURPOSE ROOM RENTAL	(7,500)
TRAFFIC VIOLATIONS BUREAU	(45,000)

SECTION 4. THE ANNUAL CAPITAL FUND BUDGET FOR FISCAL YEAR 2016 AS ADOPTED IS HEREBY AMENDED FOR THE FOLLOWING INCREASE OR (DECREASE) IN BUDGET REVENUES:

BILL NO. 5599

ORDINANCE NO. _____

ACCOUNT

OTHER AGENCY FUNDING

(300,000)

SECTION 5. THE ANNUAL MUNICIPAL ENTERPRISE FUND BUDGET FOR FISCAL YEAR 2016 AS ADOPTED IS HEREBY AMENDED FOR THE FOLLOWING INCREASE OR (DECREASE) IN BUDGET REVENUES:

ACCOUNT

CART RENTALS

8,000

MISC GOLF COURSE REVENUE

7,000

ADMISSIONS

5,000

CREVE COEUR HOCKEY RENTAL

13,500

CONTRACT RENTAL - OTHER

17,000

MEETING ROOM RENTAL

11,500

SECTION 6. THE ANNUAL RETIREMENT BUDGET FOR FISCAL YEAR 2016 AS ADOPTED IS HEREBY AMENDED FOR THE FOLLOWING INCREASE OR (DECREASE) IN BUDGET REVENUES:

ACCOUNT

EMPLOYER CONTRIBUTIONS

(24,000)

INTEREST ON INVESTMENTS

(175,000)

GAIN (LOSS) ON INVESTMENTS

(1,000,000)

SECTION 7. THIS ORDINANCE SHALL BECOME EFFECTIVE PURSUANT TO PROVISIONS OF SECTION 3.11(G) OF THE CHARTER.

ADOPTED THIS _____ DAY OF _____, 2016

ELLEN LAWRENCE
PRESIDENT, CITY COUNCIL

APPROVED THIS _____ DAY OF _____, 2016

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN
CITY CLERK

PRELIMINARY BUDGET ADJUSTMENTS					
2016- Final					
ACCOUNT	ACCOUNT NUMBER	DESCRIPTION	AMOUNT	DEPT	
GENERAL FUND REVENUES					
Property taxes	01-00-00-4101	Less Property taxes billed than anticipated	-20,000		
Natural Gas Gross receipts	01-00-00-4202	Gas Gross Receipts less than anticipated due to mild winter and reduction in Gas prices	-130,000		
Telephone Gross Receipts	01-00-00-4203	Higher due to transfer of protest fees	50,000		
Sales Tax retail	01-00-00-4301	Sales Tax sales less than anticipated this year	-50,000		
Sales Tax Auto	01-00-00-4302	Vehicle sales Tax up	10,000		
Gasoline Tax	01-00-00-4304	More Gasoline sold due to decreased prices	5,000		
Building Permits	01-00-00-4420	More Building Permits than anticipated	145,000		
Misc. Fees	01-00-00-4444	More Subdivision Plats than anticipated	-16600		
Multipurpose room rental	01-00-00-4540	Less Usage than anticipated	-7500		
Traffic Violations Bureau	01-00-00-4602	Restructing of Fine system per SB 205 and other factors	-45,000		
TOTAL REVENUE ADJUSTMENTS			-58,500		
GENERAL FUND EXPENDITURES					
Salaries-Perm Employees-City Council	01-11-12-5101	Moved Prosecutor to contract services	-5700		
Salaries- Temp Employees-City Council	01-11-12-5102	Changed to City Clerk	-4000		
Legal and Accounting Services-Council	01-11-12-6201	Legal Fees Higher than anticipated and moved Prosecutor to Contract services	40000		
Professional Services-Council	01-11-12-6203	Didn't spend all the money this year	-10000		
Travel-Council	01-11-12-6265	Didn't travel as much as anticipated	-7500		
Silver Screen Series-Council	01-11-12-6283	Not budgeted for FY 16	2500		15300
Salaries-Clerk	01-11-13-5101	Slightly higher salary cost than anticipated and Bonus	2300		
Temp Salaries-Clerk	01-11-13-5102	Temp money Budgeted in Council	4000		
Office Equipment Clerk	01-11-13-9504	More equipment expense than anticipated	3600		9900
Salaries- Admin	01-12-11-5101	Slightly higher increase than anticipated	1700		
Professional Services-Admin	01-12-11-6203	Less than anticipated	-10000		-8300
Overtime-MIS	01-12-51-5103	Unanticipated OT	200		200
Salaries-Perm Employee-Finance	01-13-11-5101	Slightly higher than anticipated	1200		
Overtime -Finance	01-13-11-5103	Less additional OT than anticipated	-5000		
Social Security -Finance	01-13-11-5240	Higher than anticipated	400		
Professional Services and Technical services-Finance	01-13-11-6202	More services than anticipated	1500		-1900
Salaries-Court	01-13-14-5101	Salaries higher than anticipated	1550		
Temp Salaries-Court	01-13-14-5102	Less use of Part-time people than anticipated	-1000		
Overtime- Court	01-13-14-5103	Less OT than anticipated	-3500		-2950
Hospital and Medical Insurance-Non-Departmental	01-13-15-5230	Less premiums for retirees than anticipated	-6000		
Unemployment Insurance- Non-Departmental	01-13-15-5244	Lower unemployment cost than anticipated	(1,000)		
Public Officials Insurance-Non-Departmental	01-13-15-6222	Cost Lower due to reduced premium	(2,200)		
SLAIT wellness expense-Non-Departmental	01-13-15-6223	Unbudgeted offset by Grant	5,150		(4,050)
Temp Salaries- Community Services	01-14-11-5102	Temp Salaries overbudgeted	(10,000)		
Technical and Professional services-Community Services	01-14-11-6202	Less services needed than anticipated	(10,000)		
Advertising- Community Services	01-14-11-6260	Less Advertising used than anticipated	(2,000)		
Equipment-Community Services	01-14-11-9503	More equipment needed than anticipated	550		(21,450)
Salaries Perm Employees- Maintenance	01-16-11-5101	Slightly higher than anticipated	825		
Equipment Maintenance-Maintenance	01-16-11-6211	More equipment repairs than anticipated	3,000		
Equipment Maintenance	01-16-11-9503	Less equipment purchased than anticipated	(4,000)		(175)
Salaries Perm Employees-Police Admin	01-21-11-5101	Different personnel in admin than budgeted. Also higher raises than anticipated	10,000		
Salaries- Temp Employees-Police Admin	01-21-11-5102	Temps needed more in 2016	1,400		
Overtime-Police Admin	01-21-11-5103	Less OT than anticipated	(2,000)		
Technical and Personal Services-Police Admin	01-21-11-6202	Less Professional Services than anticipated	(7,500)		

Education and Training- Police Admin	01-21-11-6261	More Tuition Reimbursement than anticipated	7,500	9,400
Salaries-Perm Employees- Investigation	01-21-21-5101	Salaries less due to different allocation of manpower than budgeted	2,900	
Overtime- Investigation	01-21-21-5103	Overtime higher than anticipated	1,000	
Hospital and Medical Insurance-Investigation	01-21-21-5230	Higher Premiums due to different coverage than anticipated	18,000	
Workers Compensation-Investigation	01-21-21-5243	WC less than anticipated	(1,800)	20,100
Salaries-Perm Employees- Patrol	01-21-22-5101	Different Manpower allocation than Budgeted	(13,000)	
Overtime-Patrol	01-21-22-5103	Less OT than anticipated	(25,000)	
Holiday Pay -Patrol	01-21-22-5106	Less Holiday due to vacancies and Manpower allocation	(3,500)	
Hospital and Medical Insurance-Patrol	01-21-22-5230	Less due to different coverages than anticipated	(5,000)	
Social Security-Patrol	01-21-22-5240	Less than anticipated due to vacancies	(3,500)	
Workers Compensation-Patrol	01-21-22-5243	WC less than anticipated	(10,000)	
Vehicle Maintenance-Patrol	01-21-22-6210	Maintenance less than anticipated	(4,000)	
Gasoline and Propane- Patrol	01-21-22-7307	Overbudgeted Gasoline expenditures	(40,000)	
Equipment-Patrol	01-21-22-9503	Less Equipment cost	(5,000)	(109,000)
Salaries Perm- PW Admin	01-31-11-5101	Salaries slightly less than anticipated	(5,000)	
Hospital and Medical Insurance- PW Admin	01-31-11-5230	Less cost due to different coverage than budgeted and vacancies	(8,000)	(13,000)
Salaries Perm Employees-Streets	01-31-41-5101	Vacancies	(50,000)	
Overtime-Streets	01-31-41-5103	Less OT than anticipated	(5,000)	
Hospital and Medical Insurance-Streets	01-31-41-5230	Less cost due to vacancies	(5,500)	
Social security-Streets	01-31-41-5240	Reduced due to vacancies	(4,000)	
Workers Compensation- Streets	01-31-41-5243	WC less than anticipated	(4,600)	
Building and Grounds- Streets	01-31-41-6212	Less work than anticipated	(14,000)	
Street Lighting- Streets	01-31-41-6251	More Street Light expenses than anticipated	10,300	
Water and Sewer Expense-Streets	01-31-41-6254	Lower than anticipated usage of Water and sewer	(7,500)	
Street and Sidewalk Maintenance-Streets	01-31-41-7305	Reduced repair work needed on streets	(10,000)	
Gasoline- Streets	01-31-41-7307	Fuel budget overestimated	(20,000)	
Snow removal Supplies-Streets	01-31-41-7310	Reduced snow removal costs	(10,000)	
Equipment-Streets	01-31-41-9503	Less Equipment purchased than anticipated	(18,000)	(138,300)
Refuse Collection-Health and Environment	01-31-42-6214	Lower Cost than anticipated due to less rear yard pickup	(50,000)	(50,000)
Salaries-Perm-Parks	01-31-43-5101	Vacancies and replacements	(16,000)	
Social Security-Parks	01-31-43-5240	Vacancies and replacements	(1,400)	
Water and Sewer Expense-Parks	01-31-43-6254	Less spent on water and sewer than anticipated	(4,500)	(21,900)
Salaries Perm- Planning	01-32-11-5101	Less due to vacancy	(23,000)	
Social Security-Planning	01-32-11-5240	Less due to vacancy	(2,400)	
Hospital and Medical Insurance- Planning	01-32-11-5230	Less due to vacancy	(1,500)	
Planning and Design Services-Planning	01-32-11-6204	Increased cost to Comprehensive Plan Expensed in FY 2016, instead of 2015	85,000	
Office Equipment-Planning	01-32-11-9504	More expensive than projected	451	58,551
Salesperm- Building Inspection	01-32-61-5101	Part of Year vacancies	(9,000)	
Hospital and Medical Insurance-Building Inspection	01-32-61-5230	Part of Year vacancies	(7,500)	
Workers Compensation-Building Inspection	01-32-61-5243	WC less than anticipated	(2,400)	
Telephone-Building Inspection	01-32-61-6253	Tablets not in use yet	(4,000)	
Building Improvement-Building Inspection	01-32-61-9501	More Expensive than anticipated	600	(22,300)
TOTAL EXPENDITURE ADJUSTMENTS				
ACCOUNT	NUMBER	DESCRIPTION	AMOUNT	AMOUNT
ENTERPRISE FUND-REVENUES				
Car Rentals	06-00-00-4501	More car usage	8000	
Misc Golf Course Revenue	06-00-00-4507	More Miscellaneous Revenue than anticipated	7000	
Admissions	06-00-00-4520	More ice users	5000	
Cleve Coeur Hockey rental	06-00-00-4521	More Hockey usage	13500	
Contract Rental-Other	06-00-00-4522	More Hockey usage	17000	
Meeting Room Rental	06-00-00-4541	More usage of meeting rooms and new meeting room	11500	

TOTAL ENTERPRISE FUND REVENUE ADJUSTMENTS		ENTERPRISE FUND-REVENUES-CONTINUED		
Salaries-Perm-Ice Arena	06-14-31-5101	ENTERPRISE FUND-EXPENDITURES		
Salaries-Temp Employee-Ice Arena	06-14-31-5102	Vacancy at Ice arena		-2000
Social Security- Ice Arena	06-14-31-5240	need more part-time help		2000
Building and Grounds Maintenance-Ice Arena	06-14-31-6212	More part time help needed than budgeted		920
Learn to Curl-Ice Arena	06-14-31-6229	More maintenance on ice than anticipated		20000
Electricity-Ice Arena	06-14-31-6250	Program accounting handled differently		-5680
Natural Gas-Ice Arena	06-14-31-6252	More usage than anticipated		18000
Cable TV- Ice Arena	06-14-31-6255	Not as much usage as anticipated		-12000
Ice Repairs-Ice Arena	06-14-31-7308	Not Budgeted for FY 2016		1500
Wearing Apparel-Ice Arena	06-14-31-9503	Compressor Replacement		20000
Equipment-Ice Arena	06-14-32-5101	Additional Wearing Apparel needed		1700
Salaries-Perm Employees Maintenance	06-14-32-5101	Unanticipated expenditure		1200
Social Security- Maintenance	06-14-32-5240	Vacancies at Golf Course		-4000
Salaries-Perm Employees-Pro Shop	06-14-33-5101	Vacancies		-300
Salaries-Temp Employees-Pro Shop	06-14-33-5102	Increase slightly higher than anticipated		115
Social Security- Pro Shop	06-14-33-5230	More part-time needed		8300
Professional Services-Pro Shop	06-14-33-6203	Increase due to more part-time help than anticipated		750
Vehicle Maintenance-Pro Shop	06-14-33-6210	Waters Golf Management which was not Budgeted		13500
Electricity-Pro Shop	06-14-33-6250	Maintenance higher than anticipated		2000
Natural Gas-Pro Shop	06-14-33-6252	Higher electric cost than anticipated		2100
Water and Sewer-Pro Shop	06-14-33-6254	Higher gas cost than anticipated		2800
Equipment-Pro Shop	06-14-33-9503	Higher cost than anticipated		2000
		Golf Cart Lease underbudgeted		313
				31876
TOTAL ENTERPRISE FUND EXPENDITURE ADJUSTMENTS				
		CAPITAL FUND-REVENUES		73218
Other Agency Funding	02-00-00-4737	Reduction due to Coeur de ville project being moved to 2017		73218
				-300000
TOTAL CAPITAL FUND REVENUE ADJUSTMENTS				
		CAPITAL FUND EXPENDITURES		
Misc. Park Improv and Grant match	02-61-71-9506-14307	More Design work at Dielmann than anticipated- Partially covered by Grant Funds		11,000
Middlebrook Dr Improvements	02-61-71-9509-12522	Slightly higher than anticipated		1700
Coeur De Ville Dr.	02-61-71-9510-14720	Engineering slightly more than anticipated		6600
Coeur De Ville Dr.	02-61-71-9510-16720	Project rebudgeted for FY 2017		-650000
TOTAL CAPITAL FUND EXPENDITURE ADJUSTMENTS				-630500
		RETIREMENT FUND REVENUES		
Employer Contributions	03-00-00-4308	Actuarial estimates less than anticipated		-24,000
Interest on Investments	03-00-00-4704	Interest lower than estimated		-175,000
Gain(loss) on Investments	03-00-00-4709	Market under performed		-1,000,000
TOTAL RETIREMENT FUND REVENUE ADJUSTMENTS				-1,199,000
		RETIREMENT FUND EXPENDITURES		0
Professional services	03-91-11-6203	More actuarial and audit work required than anticipated		8000
Retired Employee benefits Expenses	03-91-11-6206	More Pension payments than anticipated		14200

TOTAL RETIREMENT FUND EXPENDITURE ADJUSTMENTS			22200
		SEWER LATERAL FUND REVENUES	
TOTAL SEWER LATERAL FUND REVENUES			0
Sewer Lateral Reimbursements	11-61-93-9315	SEWER LATERAL FUND EXPENDITURES Reimbursements higher than anticipated	40,000
TOTAL SEWER LATERAL FUND EXPENDITURES			40,000
GENERAL FUND ADDITIONAL APPROPRIATIONS			205,626
GENERAL FUND UNAPPROPRIATIONS			(485,500)
NET INCREASE/DECREASE IN GENERAL FUND APPROPRIATIONS			(279,874)
ENTERPRISE FUND ADDITIONAL APPROPRIATIONS			97,198
ENTERPRISE FUND ADDITIONAL UNAPPROPRIATIONS			-23,980
NET INCREASE/DECREASE IN ENTERPRISE FUND APPROPRIATIONS			73,218
CAPITAL FUND ADDITIONAL APPROPRIATIONS			19,500
CAPITAL FUND UNAPPROPRIATIONS			-650,000
NET INCREASE/DECREASE IN CAPITAL FUND APPROPRIATIONS			-630,500
RETIREMENT FUND ADDITIONAL APPROPRIATIONS			22,200
RETIREMENT FUND UNAPPROPRIATIONS			
NET INCREASE/DECREASE IN RETIREMENT FUND APPROPRIATIONS			22,200
SEWER LATERAL FUND ADDITIONAL APPROPRIATIONS			40,000
SEWER LATERAL FUND UNAPPROPRIATIONS			0
NET INCREASE/DECREASE IN SEWER LATERAL FUND APPROPRIATIONS			40,000
TOTAL ADDITIONAL APPROPRIATIONS ALL FUNDS			38,4524
TOTAL ADDITIONAL UNAPPROPRIATIONS ALL FUNDS			(1,159,480)
GENERAL FUND ADDITIONAL REVENUES			210,000
GENERAL FUND REDUCTION IN REVENUES			-268,500
ENTERPRISE FUND ADDITIONAL REVENUES			62,000
ENTERPRISE FUND REDUCTION IN REVENUES			0
CAPITAL FUND ADDITIONAL REVENUES			0
CAPITAL FUND REDUCTION IN REVENUES			-300,000
RETIREMENT FUND ADDITIONAL REVENUES			0
RETIREMENT FUND REDUCTION IN REVENUES			-1,199,000
TOTAL INCREASE REVENUES ALL FUNDS			272,000

TOTAL REDUCTION IN REVENUES ALL FUNDS

-1,767,500



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

Meeting: 06/27/16 07:00 PM
Department: Finance Department
Category: New Business
Prepared By: Tracy Brothers
Department Head: Dan Smith

SCHEDULED

ORDINANCE

**Bill No. 5600 - an Ordinance Adopting the Annual Budget of
the City of Creve Coeur for the Fiscal Year 2017 Commencing
July 1, 2016 and Appropriating Funds Pursuant Thereto.
Final Reading and Passage**

Council is requested to approve the annual budget.

Ordinance

Meeting of June 27, 2016

BILL NO. 5600

ORDINANCE NO. _____

**AN ORDINANCE ADOPTING THE ANNUAL BUDGET OF THE CITY OF CREVE COEUR
FOR THE FISCAL YEAR 2017 COMMENCING JULY 1, 2016 AND
APPROPRIATING FUNDS PURSUANT THERETO**

WHEREAS, THE ANNUAL BUDGET FOR THE FISCAL YEAR COMMENCING ON JULY 1, 2016 HAS BEEN PROPOSED IN ACCORDANCE WITH STATE LAWS AND THE CITY CHARTER, AND

WHEREAS, THE FINANCE COMMITTEE REVIEWED AND RECOMMENDED APPROVAL OF THE PROPOSED BUDGET, AND

WHEREAS, A COPY OF THE PROPOSED BUDGET HAS BEEN AVAILABLE FOR PUBLIC INSPECTION AT THE CREVE COEUR GOVERNMENT CENTER AND A PUBLIC HEARING ON THE BUDGET WAS CONDUCTED ON JUNE 13, 2016, AT WHICH TIME ALL PERSONS WERE GIVEN AN OPPORTUNITY TO BE HEARD IN ACCORDANCE WITH CITY CHARTER REQUIREMENTS AND A NOTICE OF THE PUBLIC HEARING AND A GENERAL SUMMARY OF THE PROPOSED BUDGET WERE PUBLISHED IN THE ST. LOUIS COUNTIAN ON MAY 27, 2016, AND

WHEREAS, A COPY OF THIS ORDINANCE HAS BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS ADOPTION AND THIS BILL WAS READ BY TITLE IN AN 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 ANNUAL BUDGET FOR THE CITY OF CREVE COEUR, MISSOURI FOR THE FISCAL YEAR COMMENCING ON JULY 1, 2016, A COPY OF WHICH IS ATTACHED HERETO AND MADE A PART HEREOF AS IF FULLY SET FORTH HEREIN AS AMENDED AS DESCRIBED IN THE DIRECTOR OF FINANCE'S MEMORANDUM DATED JUNE 9, 2016, A COPY OF WHICH IS ATTACHED HERETO AND MADE A PART HEREOF AS IF FULLY SET FORTH HEREIN IS HEREBY ADOPTED. PURSUANT TO CHARTER SECTION 9.5(D), ADOPTION OF THE BUDGET CONSTITUTES APPROPRIATION OF THE AMOUNTS SPECIFIED THEREIN AS EXPENDITURES FROM THE FUNDS INDICATED. APPROPRIATION SHALL BE AS SPECIFIED BY ENUMERATED BUDGET LINE ITEM. FURTHER DETAIL WITHIN A BUDGET LINE ITEM EXPLAINS THE INTENDED USE OF FUNDS AS OF THE TIME OF BUDGET DEVELOPMENT, BUT SUCH USES MAY BE CHANGED AS AUTHORIZED BY THE CITY ADMINISTRATOR WITHIN THE LIMITS OF THE BUDGET LINE ITEM.

SECTION 2: AS AUTHORIZED IN RESOLUTION NO. 987 COUNCIL HEREBY APPROVES ASSIGNMENT OF THE SUM OF \$2,000,000 OF RESERVE FUNDS FOR THE INTENDED USE OF PAYING FOR PUBLIC FACILITIES DURING OR SUBSEQUENT TO FYE 2016 AND THE ASSIGNMENT OF THE SUM OF \$1,000,000 OF RESERVE FUNDS FOR THE INTENDED USE OF STREET IMPROVEMENTS DURING OR SUBSEQUENT TO FYE 2016 PER ORDINANCE NO. 5428 ADOPTING THE FY 2016 BUDGET. NONE OF THESE MONIES HAS BEEN SPENT.

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

PASSED THIS 27TH DAY OF JUNE, 2016.

ELLEN LAWRENCE
PRESIDENT OF CITY COUNCIL

APPROVED THIS 27TH DAY OF JUNE, 2016.

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN
CITY CLERK



MEMORANDUM

DATE: June 09, 2016

TO: Mark Perkins, City Administrator

FROM: Daniel Smith, Director of Finance

SUBJECT: Additional Budget Amendments

Attached is an amendment to the proposed FY 2017 General Fund and Enterprise Fund budget.

1. Reduce 01-11-12-5101 by \$38,000, Reduce 01-11-12-5240 by \$2,907, Increase 01-11-12-6201 by \$40,907. This transfers funding from salaries to legal services to account for the change in compensating the prosecuting attorney on a contract basis instead of as an employee.
2. Ice Repairs – 06-14-31-6268 \$15,000. This money provides additional funds for major repair to a compressor currently not working. This is in addition to the compressor currently being repaired on an emergency basis.

These amendments are not a significant change from the expenditures initially.

I would be pleased to respond to any proposed questions.



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

Meeting: 06/27/16 07:00 PM
Department: Legislative /City Clerk
Category: Policy
Prepared By: Debbie Ryan
Department Head: Debbie Ryan

SCHEDULED

ORDINANCE

**Bill No. 5601 - an Ordinance Amending Chapter 215 of the
Code of Ordinances of the City of Creve Coeur Regarding
Smoking in Public Places. Final Reading and Passage**

The proposed changes to current city regulations would prohibit all smoking and tobacco use in and around outdoor dining/seating areas.

Ordinance

Meeting of June 27, 2016

BILL NO. 5601

ORDINANCE NO. _____

An Ordinance Amending Chapter 215 Of The Code Of Ordinances Of The City Of Creve Coeur Regarding Smoking In Public Places.

WHEREAS, Chapter 215 of the City Code of Ordinances address issues regarding public health including restriction of smoking in public places; and

WHEREAS, the City Council has determined that it is in the public interest and that it will further protect the public health by changing such provisions to restrict smoking in outdoor dining and seating areas;

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

Section 1. Sections 215.080 and 215.090 of the Code of Ordinances are hereby amended to read as follows:

Section 215.080. Definitions.

[Ord. No. 5158 §1, 11-8-2010; Ord. No. 5215 §1, 8-22-2011]

As used in this Article, the following words shall have the meanings indicated:

BUSINESS

A sole proprietorship, partnership, joint venture, corporation, or other business entity, either for-profit or not-for-profit, including retail establishments where goods or services are sold; professional corporations and other entities where legal, medical, dental, engineering, architectural, or other professional services are delivered; and private clubs.

EMPLOYEE

Any person who performs services for an employer, with or without compensation.

EMPLOYER

A person, partnership, association, corporation, trust or other organized group of individuals, including the City or other governmental body or any agency thereof, which utilizes the services of at least one (1) employee.

ENCLOSED AREA

Any indoor space and any space bound by walls (with or without windows or doors) or similar partitions on at least three (3) sides that effectively divide space from the floor to ceiling, including, but not limited to, offices, rooms, all space therein screened by partitions which do not extend to the ceiling or are not solid, "office landscaping" or similar structures and hallways, designed for human occupancy in which people congregate including for amusement, entertainment, eating, drinking, education, labor, or similar purposes, including, but not limited to, bars and restaurants.

PERMANENTLY DESIGNATED SMOKING ROOM

A hotel or motel room that may be designated as a smoking room, with such designation being changeable only one (1) time per calendar year.

BILL NO. 5601

ORDINANCE NO. _____

PLACE OF EMPLOYMENT

Any enclosed area under the control of a public or private employer which employees normally frequent during the course of employment, including, but not limited to, work areas, employee lounges and restrooms, conference rooms and classrooms, employee cafeterias and hallways. A private residence is not a "place of employment" unless it is used as a child care, adult day care or health care facility.

PRIVATE CLUB

A not-for-profit organization incorporated or chartered by law for fraternal or social purposes, which has a defined membership and restricts admission to members of the club and their guests. Private club shall not include an establishment that is generally open to members of the general public upon payment of a fee or that has employees and meets the definition of place of employment. A private club shall not be considered a "public place" except when it is the site of a meeting, event or activity that is open to the public. A private club shall not be considered a "place of employment" by reason of the occasional use of independent contractors, such as caterers that have their own employees, in the club's enclosed areas.

PUBLIC MEETING

A gathering in person of members of a governmental body, whether in open or closed session, as defined in Chapter 610, RSMo.

PUBLIC PLACE

Any enclosed area, outdoor dining or seating area, or service line to which the public is invited or in which the public is permitted. A private residence is not a "public place" unless it is used as a child care, adult day care, or health care facility. Outdoor areas are not "public places" as defined herein, other than such outdoor dining or seating areas or service lines.

SERVICE LINE

Any indoor or outdoor line at which one (1) or more persons are waiting for or receiving service of any kind, whether or not such service involves the exchange of money. A service line is a public place. People waiting inside their cars, such as in a drive-thru line, shall not be considered to be in a "service line" as defined herein.

SMOKING

Inhaling, exhaling, burning or carrying any ignited, lighted or heated cigarette, cigar, pipe or other smoking product, equipment or apparatus involving tobacco or other plant material or nicotine in any form.

SMOKING SHELTER

An accessory structure that meets all applicable provisions of the zoning and building codes, with a maximum size of two hundred (200) square feet, that is detached from principal buildings, that is located more than twenty-five (25) feet from entrances, exits, operable windows and ventilation intakes of public places and places of employment, in which there is no service, possession or consumption of food or alcoholic beverages, and that is no more than seventy-five percent (75%) enclosed at any time. The percentage of enclosure shall be calculated based on the elevation area below the roof of all elevations. For calculation purposes, screens are not considered to be enclosures but louvers, windows and other solid materials qualify as enclosures. No other wall, fence, roof overhang or other obstruction of

BILL NO. 5601

ORDINANCE NO. _____

any kind may be located within five (5) feet of the openings if they have the effect of blocking the free flow of air through the required opening.

Section 215.090. Prohibition of Smoking in Places of Employment and Public Places.

[Ord. No. 5158 §1, 11-8-2010; Ord. No. 5215 §1, 8-22-2011]

A.

No person shall engage in smoking in any place of employment or any vehicle owned by the City of Creve Coeur.

B.

No person shall engage in smoking in a public place or in a public meeting.

C.

No person shall engage in smoking on any sidewalk, driveway or other open area within fifteen (15) feet of the entry to any place of employment, public place, or public meeting, or within fifteen (15) feet of any public place that is an outdoor dining or seating area or service line, provided that no person who simply walks past such an area along a route open to the public shall be charged with a violation of this section., ~~provided that this prohibition shall not apply within any outside dining area where smoking is permitted by the proprietor.~~

D.

No person shall dispose of smoking waste or place or maintain a receptacle for smoking waste in any area in which smoking is prohibited under this Article.

E.

Exceptions. Notwithstanding any other provision of this Article to the contrary, the following shall not be subject to the smoking restrictions of this Article:

1.

Private residences, not serving as places of employment or public places, and private vehicles;

2.

Private clubs except for any such club which was not already open to its members within the City prior to January 1, 2011 which is also a place of employment and except for any such club regardless of when first open to members within the City when it is the site of a meeting, event or activity that is open to the public;

3.

Permanently designated smoking rooms, not to exceed twenty percent (20%) of the guest rooms of the hotel or motel.

4.

Smoking shelters.

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

BILL NO. 5601

ORDINANCE NO. _____

ADOPTED THIS ____ DAY OF _____, 2016.

ELLEN LAWRENCE
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2016

BARRY GLANTZ, MAYOR

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK



Deborah Ryan <dryan@crevecoeurmo.gov>

Online Form Submittal: Smoking Ordinance Comments

2 messages

noreply@civicplus.com <noreply@civicplus.com>

Wed, Jun 1, 2016 at 7:29 AM

Reply-To: Vet4everret4now@aol.com

To: dryan@crevecoeurmo.gov, mperkins@crevecoeurmo.gov

Smoking Ordinance Comments

First Name (optional)	Michael
Last Name (optional)	Grant
Address1 (optional)	12377 Falaise Drive
Address2 (optional)	Field not completed.
City (optional)	Creve Coeur
State (optional)	MO
Zip (optional)	63141
Email (optional)	Vet4everret4now@aol.com
Comments	Smoking of anything including E cigarettes should be banned in all public areas of any business in Creve Coeur. This ban should be extended to the parks as well. Nothing worse than having to tell people to move so as not to inhale their smoke while watching your grandchildren play at one of our great parks. Every member of the Council should vote to support any and all bans on smoking in Creve Coeur. Thank You, MJG

Email not displaying correctly? View it in your browser.

Deborah Ryan <dryan@crevecoeurmo.gov>

Fri, Jun 3, 2016 at 10:43 AM

To: Robert Hoffman <rhoffman@crevecoeurmo.gov>

Received some support for your proposal.

[Quoted text hidden]

Deborah Ryan

City Clerk

PLEASE NOTE MY NEW EMAIL ADDRESS:



Deborah Ryan <dryan@crevecoeurmo.gov>

Online Form Submittal: Smoking Ordinance Comments

2 messages

noreply@civicplus.com <noreply@civicplus.com>

Fri, Jun 3, 2016 at 12:39 PM

Reply-To: jen.medsker@lindamoodbell.com

To: dryan@crevecoeurmo.gov, mperkins@crevecoeurmo.gov

Smoking Ordinance Comments

First Name (optional)	Jen
Last Name (optional)	Medsker
Address1 (optional)	10560 Old Olive Street Road
Address2 (optional)	Suite 200
City (optional)	Creve Coeur
State (optional)	MO
Zip (optional)	63141
Email (optional)	jen.medsker@lindamoodbell.com
Comments	I am in support of extending the smoking ordinance. There is a bench outside the door to our office where people frequently sit and smoke. This means that all of our students and their families end up walking into the office through the smoke. I greatly favor the idea of having a ban that would not allow people to smoke near the entrance to our building. Thank you.

Email not displaying correctly? View it in your browser.

Deborah Ryan <dryan@crevecoeurmo.gov>

Fri, Jun 3, 2016 at 1:23 PM

To: Robert Hoffman <rhoffman@crevecoeurmo.gov>

more support.

[Quoted text hidden]

--

Deborah Ryan

City Clerk

PLEASE NOTE MY NEW EMAIL ADDRESS:

dryan@crevecoeurmo.gov



Deborah Ryan <dryan@crevecoeurmo.gov>

Online Form Submittal: Smoking Ordinance Comments

5 messages

noreply@civicplus.com <noreply@civicplus.com>

Tue, Jun 7, 2016 at 11:39 AM

To: dryan@crevecoeurmo.gov, mperkins@crevecoeurmo.gov

Smoking Ordinance Comments

First Name (optional) Peter

Last Name (optional)	Smith
----------------------	-------

Address1 (optional) 1048 Nobleman Drive

Address2 (optional) *Field not completed.*

City (optional) St Louis

State (optional)	MO
------------------	----

Zip (optional)	63146
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Email (optional) *Field not completed.*

Comments	I agree that the health of non-smokers should be the priority and that the ban should be extended as proposed.
----------	--

Email not displaying correctly? [View it in your browser.](#)

noreply@civicplus.com <noreply@civicplus.com>

Tue, Jun 7, 2016 at 11:47 AM

Reply-To: jacksondsue@gmail.com

To: dryan@crevecoeurmo.gov, mperkins@crevecoeurmo.gov

Smoking Ordinance Comments

First Name (optional)	Sue
-----------------------	-----

Last Name (optional) Jackson

Address1 (optional) *Field not completed.*

Address2 (optional) *Field not completed.*

City (optional) *Field not completed.*

State (optional) *Field not completed.*

Zip (optional) *Field not completed.*

Email (optional) jacksondsue@gmail.com

Comments

As a 30-year employee in the City of Creve Coeur, I have a very long history of being a patron of Creve Coeur restaurants and businesses, banks, medical facilities, and grocery stores more than any other community in the St. Louis region, since over half of my life during the work week is spent in Creve Coeur. I am also, sadly, allergic to cigarette smoke. It triggers migraine headaches that are very costly to treat and restrict my ability to keep up the very demanding rigors of my job. You wouldn't know it to look at me, because this condition is not evidenced by a broken limb or other visible symptoms. However, it can be debilitating and I panic when I see cigarette smoking outside that I am not going to be able to avoid. While it is a wonderful turn of events to keep cigarette smoking out of restaurants and businesses, it is virtually impossible to enter and exit those establishments when one is forced to wade through a cloud of thick smoke. I try holding my breath - but when you are in the outdoor seating areas, it's impossible to enjoy that space when the natural air currents deliver smoke right to your table. If businesses and restaurants, if smokers in general, were more considerate of the real health concerns of non-smokers, not to mention just the enjoyment of being outdoors smoke-free, then this would be a moot point. But, since it is not, please do enact the proposed amendment to Article II of Chapter 215 of the Code of Ordinances regarding smoking. It's a forward-thinking, humane thing to do. We can all live without cigarette smoke. Thank you very much!

Email not displaying correctly? View it in your browser.

noreply@civicplus.com <noreply@civicplus.com>
 Reply-To: sew.clever@yahoo.com
 To: dryan@crevecoeurmo.gov, mperkins@crevecoeurmo.gov

Tue, Jun 7, 2016 at 11:59 AM

Smoking Ordinance Comments

First Name (optional) Kathleen

Last Name (optional) Terano

Address1 (optional) 12377 Falaise Drive

Address2 (optional) *Field not completed.*

City (optional) Creve Coeur

State (optional) MO

Zip (optional) 63141

Email (optional) sew.clever@yahoo.com

Comments Please pass this ordinance banning smoking in outdoor seating and service area and please include the City Parks also...doing so would be a great health benefit.

Email not displaying correctly? [View it in your browser.](#)

noreply@civicplus.com <noreply@civicplus.com>
 Reply-To: tom@strawberrystitch.com
 To: dryan@crevecoeurmo.gov, mperkins@crevecoeurmo.gov

Tue, Jun 7, 2016 at 12:04 PM

Smoking Ordinance Comments

First Name (optional) Thomas

Last Name (optional) Moore

Address1 (optional) 8 Sunswept Dr

Address2 (optional) Also own a business at 10137 Old Olive St. Rd.

City (optional) Creve Coeur

State (optional) MO

Zip (optional) 63141

Email (optional) tom@strawberrystitch.com

Comments I support the increased smoking restrictions.

Email not displaying correctly? [View it in your browser.](#)

noreply@civicplus.com <noreply@civicplus.com>
 Reply-To: jwoods@delmargardens.com
 To: dryan@crevecoeurmo.gov, mperkins@crevecoeurmo.gov

Tue, Jun 7, 2016 at 12:08 PM

Smoking Ordinance Comments

First Name (optional) Jeanna

Last Name (optional) Woods

Address1 (optional) 850 Country Manor Lane

Address2 (optional) *Field not completed.*

City (optional) *Field not completed.*

State (optional) *Field not completed.*

Zip (optional) 63141

Email (optional) jwoods@delmargardens.com

Comments
my business is a nursing home. we allow smoking in our courtyard for residents and staff. that is the only smoking location for them. it is 15 feet from a door. this is also a public area. what am I going to do if this is not allowed they will have no where to smoke unless they go out on the street? this is Delmar Gardens of Creve Coeur

Email not displaying correctly? View it in your browser.



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

Meeting: 06/27/16 07:00 PM
Department: Police Department
Category: Amendment
Prepared By: Pam Manning
Department Head: Glenn Eidman

SCHEDULED

ORDINANCE

**Bill No. 5602 - an Ordinance Amending Title III of the Code of Ordinances, Schedule III, Table III-A, to Reflect a Reduction in Speed Limit from 35 MPH to 30 MPH for a Segment of Conway Road from Laduemont Drive to the West City Limit.
Final Reading and Passage**

Code Amendment recommendation for Conway Road to conform codified speed and posted signs.

Ordinance

Meeting of June 27, 2016

BILL NO. 5602

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE III OF THE CODE OF ORDINANCES, SCHEDULE III, TABLE III-A, TO REFLECT A REDUCTION IN SPEED LIMIT FROM 35 MPH TO 30MPH FOR A SEGMENT OF CONWAY ROAD FROM LADUEMONT DRIVE TO THE WEST CITY LIMIT.

WHEREAS, the City strives to provide safe streets for the traveling public; and

WHEREAS, the speed limit signs posted on Conway Road throughout the entire length of the City read "30 MPH;" and

WHEREAS, the current codified traffic schedule indicates the posted speed limit on Conway Road from the east City limits to Laduemont Drive is "30 MPH" and from Laduemont Drive to the west City limit is "35 MPH;" and

WHEREAS, no known speed study exists that supports an increase in the speed limit on Conway Road between Laduemont Drive and the western City limit; and

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

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

Section 1. Title III, Schedule III, Table III-A of the City Code of Ordinances is amended to reduce the speed limit on Conway Road to reflect a speed limit of 30 mph from the east City limits to the west City limits. Accordingly, the entry on the Schedule for the segment of Conway Road between Laduemont Drive to the west City Limit which currently states 35 mph is deleted, and the remaining entry on the Schedule for Conway Road is revised to read:

STREET	MAXIMUM SPEED LIMIT
Conway Road entire length	30 mph

ADOPTED THIS ____ DAY OF _____, 2016.

ELLEN LAWRENCE
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2016.

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN
CITY CLERK



CREVE COEUR POLICE DEPARTMENT INTEROFFICE MEMO

DATE: May 25, 2016
TO: Chief G. Eidman, DSN 58
FROM: Lt. J. Hartman, DSN 485
SUBJECT: Code Amendment Recommendation

Sir,

It was recently brought to my attention that the speed limit signs on Conway Road are not consistent with Schedule III of the City Code, Table III-A. The table reads:

Conway Road

East City Limit to Laduemont Drive 30mph

Conway Road

From Laduemont Drive to west City limits 35mph

The inconsistency with the City Code and the posted speed limit is west of Laduemont Drive. There are three speed limit signs west of Laduemont Drive that read "30 mph."

There are two solutions to this problem. The first solution would be to change the speed limit signs west of Laduemont Drive to read "35 mph." The second solution would be to keep the current posted signs in place and change the City Code to reflect a "30 mph" speed limit from the east city limit to the west city limit.

Based on the fact that "30 mph" signs have been posted in that stretch of roadway for an undetermined amount of time. The Police department was unable to locate a speed study or other historical precedent that explains the justification for raising the speed limit in that stretch of roadway. It is the recommendation of the Police department that the City Code be changed to reflect "30 mph" on Conway Road from the east city limit to the west city limit.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Lt. JH 485".

Lt. Jeffrey Hartman, DSN 485



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

Meeting: 06/27/16 07:00 PM
Department: Planning and Zoning Commission
Category: Report
Prepared By: Whitney Kelly
Department Head: Jason Jaggi

SCHEDULED

ORDINANCE

**Bill No. 5603 - an Ordinance Authorizing the Issuance of a
New Conditional Use Permit for a 1,660 Square-Foot Eating
and Drinking Establishment Located at 12305 Olive
Boulevard Within the Woodcrest Shopping Center. First
Reading**

Mary Gabriel, of Maradan Inc., submitted an application for a new conditional use permit for a 1,660 square foot, 30 seat, dine-in, carry-out, and delivery, Pizza World Restaurant to be located at 12305 Olive Boulevard within the Woodcrest Shopping Center. The subject property is zoned CB, Core Business District. The Planning and Zoning Commission recommended approval on June 20, 2016.

Ordinance

Meeting of June 27, 2016

BILL NO. 5603

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF A NEW CONDITIONAL USE PERMIT FOR A 1,660 SQUARE-FOOT EATING AND DRINKING ESTABLISHMENT LOCATED AT 12305 OLIVE BOULEVARD WITHIN THE WOODCREST SHOPPING CENTER

WHEREAS, under Section 405.210 Table A, all limited-service restaurants (NAICS 722513) in the “CB”, Core Business zoning district require the issuance of a conditional use permit as provided in Section 405.1070, Conditional Use Permits; and

WHEREAS, an application was submitted by Mary Gabriel, of Maradan Inc., for a new conditional use permit for a 1,660 square foot, 30 seat, dine-in, carry-out, and delivery, Pizza World Restaurant to be located at 12305 Olive Boulevard within the Woodcrest Shopping Center; and

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Monday, June 20, 2016, beginning at 6:30 p.m. or immediately following the close of the previous public hearing, on said application for the conditional use permit as provided by Section 405.1070(D)(2); and

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

WHEREAS, the Planning and Zoning Commission reviewed and, by a 5-0 vote, recommended approval of the conditional use permit, subject to the conditions contained herein, at its meeting on June 20, 2016; and

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

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

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

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

Section 1: A Conditional Use Permit is authorized to be issued pursuant to Section 3 hereof for the operation of a restaurant located at 12305 Olive Boulevard, in the “CB” Core Business

BILL NO. 5603

ORDINANCE NO. _____

Commercial zoning district, within the "Woodcrest Shopping Center" development whose legal description is as follows:

Lot 1 of Woodcrest, according to the plat thereof recorded in Plat Book 172 pages 44 and 45 of the St. Louis County Records, together with a tract of land in U.S. Survey 1923, Township 45 North, Range 5 East, St. Louis County, Missouri, and being more particularly described as follows: Beginning at a point being the Southeast corner of said Lot 1 of Woodcrest as recorded in Plat Book 172 pages 44 and 45, said point being also the intersection of the center line of Woodcrest Executive Drive with the Northern right-of-way line of Olive Street Road; thence North 77 degrees 35 minutes 35 seconds West, along said right-of-way, a distance of 135.87 feet to a point; thence North 81 degrees 07 minutes 18 seconds West a distance of 165.30 feet to a point; thence North 76 degrees 13 minutes 17 seconds West a distance of 360.83 feet to a point; thence North 12 degrees 25 minutes 48 seconds East, leaving said right-of-way line, a distance of 167.73 feet to a point; thence South 77 degrees 36 minutes 16 seconds East a distance of 720.57 feet to a point; thence North 06 degrees 56 minutes 39 seconds East a distance of 182.36 feet to a point being the Northwest corner of said Lot 1; thence South 83 degrees 03 minutes 21 seconds East a distance of 70.00 feet to a point being the centerline of said Woodcrest Executive Drive; thence South 06 degrees 56 minutes 39 seconds West, along said centerline, a distance of 135.75 feet to a point of curvature; thence in a Southerly direction, along a curve to the right having a radius of 100 feet, an arc distance of 87.43 feet to a point of tangency; thence South 57 degrees 02 minutes 08 seconds West a distance of 96.82 feet to a point of curvature; thence in a Southerly direction, along a curve to the left having a radius of 100 feet, an arc distance of 77.89 feet to the point of beginning.

Excepting therefrom that part taken in condemnation by the State of Missouri in Cause No. 00CC-001942 of the Circuit Court of St. Louis County. The Report of Commissioners is recorded in Book 12785 pages 945 of the St. Louis County Records.

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

1. The Conditional Use Permit shall be for the operation of a 1,660 square foot, eating and drinking establishment located at 12305 Olive Boulevard within the Woodcrest Shopping Center.
2. Maximum seating permitted is limited to 30 indoor seats.
3. Hours of operation shall be 10:30am to 10:00pm Monday – Thursday, 10:30am to 11:00pm Friday & Saturday, and 11:00am to 9:00pm Sunday. Additional business hours may be permitted with the Zoning Administrator's approval including, but not limited to, the catering of special events.
4. Employee parking, delivery and company vehicles shall be parked within the structured parking deck, including to prevent the use of delivery vehicles from acting as ground signs in violation of Section 405.930(D)(6) Prohibited Signs of the City's Sign Regulations.
5. All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code.
6. The restaurant shall use a tempered makeup air system. Such system shall be regularly cleaned and maintained in order to reduce cooking smells.
7. Any mechanical equipment installed for the site shall be properly screened with approved materials.

BILL NO. 5603

ORDINANCE NO. _____

8. Any future enlargement, extension, expansion or alteration in the use of the structures or site must be approved by the City Council upon receipt of the recommendation of the Planning and Zoning Commission as an amendment to the Conditional Use Permit before a Building Permit for the enlargement, expansion or alteration may be issued.
9. Failure to comply with any one or all of the conditions of this permit shall be adequate cause for the revocation of said permit by the City Council, provided, however, no permit shall be revoked without prior notice to the owner of the intention of the City Council to revoke this permit and reasonable time granted to the owner to correct or remedy any such breach of conditions, except for repeated breaches or violations.
10. No conditional use permit granted by the City Council shall be valid for a period longer than one year from the date it grants the conditional use permit, unless within such period: (1) a building permit is obtained and construction is begun; or (2) if a building permit is not required, an occupancy permit is obtained and the use of the building commenced. The City Council may grant extensions to the one (1) year period of not more than one hundred and eighty (180) days each, without notice or hearing, provided that a written request for such extension is filed by the original applicant and approved by the City Council prior to the date the conditional use permit is scheduled to expire.
11. Any transfer of ownership or lease of the property shall include in the transfer or lease agreement a provision that the purchaser or lessee agrees to be bound by the approved Site Development Plan for the property and the conditions herein set forth, and written confirmation thereof signed by the new owner or lessee shall be filed with the City at the time of such transfer or lease. Failure to comply with this provision shall not excuse anyone from these conditions.

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

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

ADOPTED THIS ____ DAY OF _____, 2016.

ELLEN LAWRENCE
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2015.

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK



city of CREVE COEUR

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

APPLICATION TO PLANNING AND ZONING COMMISSION #16-017 FOR A CONDITIONAL USE PERMIT FOR PIZZA WORLD RESTAURANT AT 12305 OLIVE BOULEVARD

FOR THE MEETING OF: Monday, June 20, 2016

LOCATION: 12305 Olive Boulevard, within the Woodcrest Shopping Center at the northwest corner of Olive Boulevard and Woodcrest Executive Drive.

REQUEST: Mary Gabriel, of Maradan Inc., has submitted an application for a new conditional use permit for a 1,660 square foot, 30 seat, dine-in, carry-out, and delivery, Pizza World Restaurant to be located at 12305 Olive Boulevard within the Woodcrest Shopping Center. The subject property is zoned CB, Core Business District.

ADDITIONAL INFORMATION: All limited-service restaurants (NAICS 722513) are permitted as a conditional use with review and approval by the City Council upon the recommendation of the Planning and Zoning Commission. The Woodcrest Center is a 27,130 square foot building on a 3-acre tract, originally developed in 1984. The commercial area has a mix of uses including financial and real estate services, a shoe store, medical offices, and fitness facilities. There are a total of 14 businesses operating within the building.

Key Issues:

- Does the request integrate with the existing surrounding uses?
- Does the request further or implement the goals of the Comprehensive Plan?
- Is the request consistent with the findings for a conditional use permit?

Comprehensive Plan References

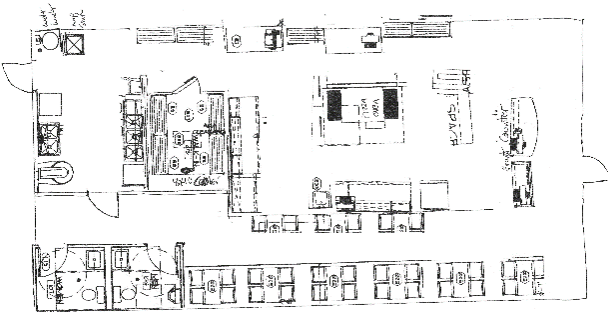
- Health and Connectivity Goals
- Central Business District
- Design Guidelines: Streetscape/Pedestrian Orientation

Zoning Code References

- Section 405.210: Regulation of Uses
- Section 405.370: "CB" Core Business District
- Section 405.470: Conditional Uses
- Section 405.820: Required Off-Street Parking Spaces
- Article VIII Sign Regulations

APPLICANT: Mary Gabriel
Pizza World
Maradan Inc.
610 Barton Lane
Ballwin, MO 63021

PROPERTY OWNER: Robert Walpert
LCRF, LLC
15455 Conway Road
Chesterfield, MO 63017



REPORT PREPARED BY: Whitney Kelly, AICP, City Planner

DATE: June 13, 2016

ATTACHMENTS: Draft Ordinance

Applicant's submittal documents dated May 4, 2016

LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

DIRECTION	USE	ZONED	SEPARATED BY
North	Residential	St. Louis Co. R-3 Residential	N/A
South	Office, retail buildings	"PC" Planned Commercial	Olive Boulevard
East	Office, Banking	"CB" Core Business	Woodcrest Executive Drive
West	Office building, Banking	"CB" Core Business	N/A

COMPREHENSIVE PLAN REVIEW

The subject location is located within the West Olive Corridor that encourages a high-quality, contained business area that connects with and coexists in a compatible fashion with the adjacent single-family neighborhoods. The project falls within the mix of uses proposed for the area, with no exterior changes to the site.

ZONING REVIEW

Restaurants are permitted with conditions in all commercial zoning districts within the city, and the applicant will be leasing a tenant space on a preexisting, legal site. Since neither the external building shell nor the surrounding parking and landscaping are changing as a result of this application, site development plan review and approval is not necessary in conjunction with the proposed conditional use permit. The hours of operation for the restaurant will be 10:30am to 10:00pm Monday – Thursday, 10:30am to 11:00pm Friday & Saturday, and 11:00am to 9:00pm Sunday.

Use Intensity:

Section 405.470(A)(14)(b) limits food services and drinking places to no more than 40% of the building square footage collectively in the "CB", "PO", "PC" and "LI" Districts. With the addition of Pizza World and the existing Subway, restaurants will represent about 13.4% of the shopping center site.

Parking:

Parking Requirements: The parking requirements for the Woodcrest Center are determined by the use of each tenant space, as directed by Section 405.820 of the Zoning Ordinance. The following table details the requirements for each use, and that there is sufficient parking available on site for the proposed use:

TENANT NAME	SQUARE FEET	PERCENT	LAND USE	PARKING RATIO	REQUIRED PARKING
Cantor Injury Law Firm	2,480	9.14%	Legal Services	1/250	10
State Farm Insurance	1,200	4.42%	Finance, Insurance, Real Estate Office	4/1,000	5
Pounds & Inches Away	1,200	4.42%	Other personal services	1/200	6

Walpert Properties	2,400	8.85%	Management Office	4/1,000	10
Dr. Walkonis, DDS	1,800	6.63%	Medical Office	4/1,000	7
Proposed Pizza World	1,800	6.63%	Restaurant	1/250 1/3 seats @30	17
Eternity Med Spa	1,800	6.63%	Medical Spa	4/1,000	7
Olive Smoke Shop	1,225	4.52%	Retail	4/1,000	5
Investor Title	1,320	4.87%	Finance, Insurance, Real Estate Office	4/1,000	10
Subway	1,836	6.77%	Restaurant	1/250 1/3 seats @50	24
Fast Signs	1,906	7.83%	Calculated as General Retail	4/1,000	8
Osteostrong	1,320	4.87%	Medical Office	4/1,000	5
Olive Nail Care	1,225	4.52%	Beauty/Barber Shop	4/1,000	5
Body Wise 1 on 1	1,800	6.63%	Other personal services	1/200	9
The Natural Way	1,800	6.63%	General Retail	4/1,000	7
The Good Feet Store	1,800	6.63%	General Retail	4/1,000	7
				Subtotal	144
				15% Reduction	-21.6
				Total Parking Required	123
				Parking Available on Site	150

Signs:

The City's Sign Regulations prohibit the use of vehicles as monument sign, per the Code Section below. As is often included as a condition of approval for restaurants, employee parking shall be within the structured garage underneath the building, and all signs shall comply with Article VIII of the City's Sign Regulations.

Section 405.930. General Provisions.

D. *Prohibited Signs.* The following types of signs are specifically prohibited in the City:

6. Vehicular signs on parked vehicles which are not painted directly on or affixed flat against the factory surface of a vehicle. This provision does not permit appendages or modifications to a vehicle for advertising purposes. Exempted from this Section are vehicular signs affixed to vehicles when said vehicles park temporarily and only to make immediate deliveries or pickups.
 - a. Any vehicle displaying permitted vehicular signs owned by or operated on behalf of a business operating within the City limits shall park said vehicle at the business location behind the front building line within a properly designated parking space. Where such parking is not available, said vehicle shall park as far from the right-of-way and in the least visible area possible.

RECOMMENDATION

Based on the above analysis, the request for a conditional use permit meets all of the goals and requirements, in the same degree or greater than the prior use, of the Comprehensive Plan and Zoning Ordinances. Staff recommends approval subject to the conditions below which are included in the draft ordinance:

1. The Conditional Use Permit shall be for the operation of a 1,660 square foot, eating and drinking establishment located at 12305 Olive Boulevard within the Woodcrest Shopping Center.
2. Maximum seating permitted is limited to 30 indoor seats.
3. Hours of operation shall be 10:30am to 10:00pm Monday – Thursday, 10:30am to 11:00pm Friday & Saturday, and 11:00am to 9:00pm Sunday. Additional business hours may be permitted with the Zoning Administrator’s approval including, but not limited to, the catering of special events.
4. Employee parking, delivery and company vehicles shall be parked within the structured parking deck, including to prevent the use of delivery vehicles from acting as ground signs in violation of Section 405.930(D)(6) Prohibited Signs of the City’s Sign Regulations.
5. All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code.

ACTION

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

MOTION

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

“I move to recommend approval of Application #16-017 for a Conditional Use Permit for an eating and drinking establishment for Pizza World located at 12305 Olive Boulevard, subject to the conditions contained in the draft ordinance attached to the staff report for the meeting of June 20, 2016” (conditions may be added, eliminated, or modified by preceding motion).

APPENDIX 1: COMPREHENSIVE PLAN, INCLUDING DESIGN GUIDELINES

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

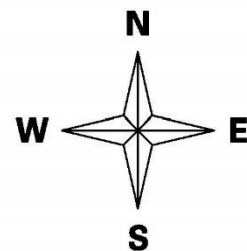
APPENDIX 2: ZONING CODE

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

APPENDIX 3: AERIAL PHOTOGRAPH



-  Creve Coeur Municipal Boundary
-  Property Lines
-  Woodcrest Shopping Center



APPENDIX 4: SITE PHOTOGRAPHS

Photo Date: 6/1/2016 & 6/10/2016



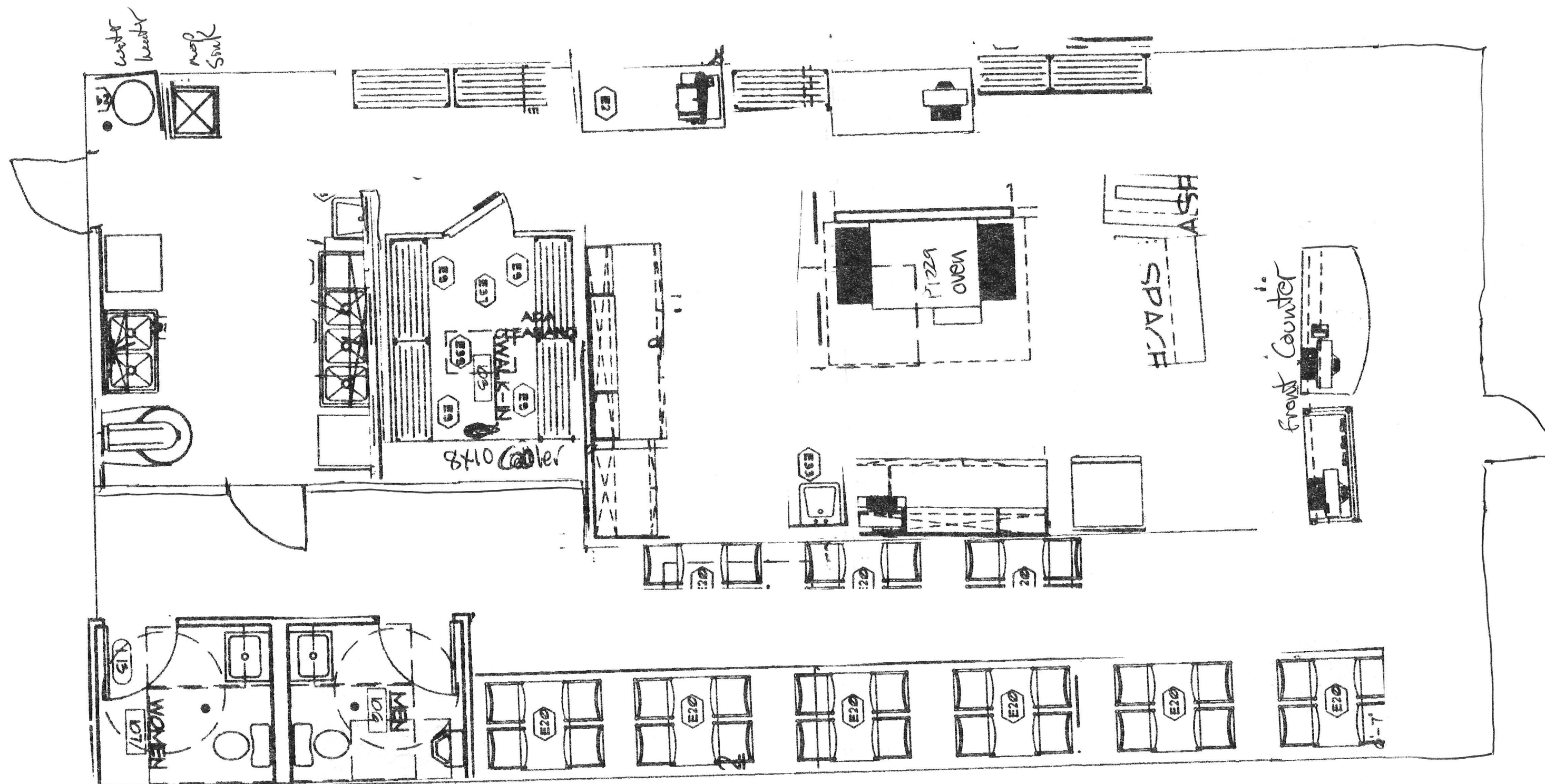
Description: View
of the tenant space
from Olive
Boulevard.

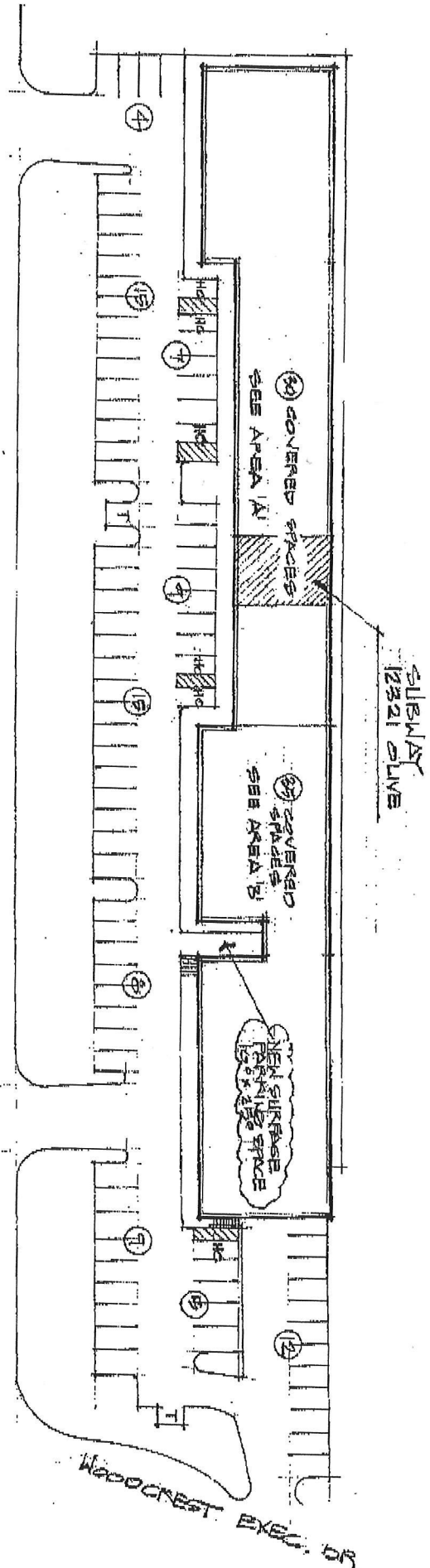


Description: View
of the structured
parking under the
building.

Pizza World description

Were an upscale gourmet pizza sandwich & salad shop offering a variety of flavors from around the world. We provide an alternative choice to the every day pizza for our community. Our concept will include dining in, carry out and delivery.





EXISTING PARKING PLAN



Parking Tabulation

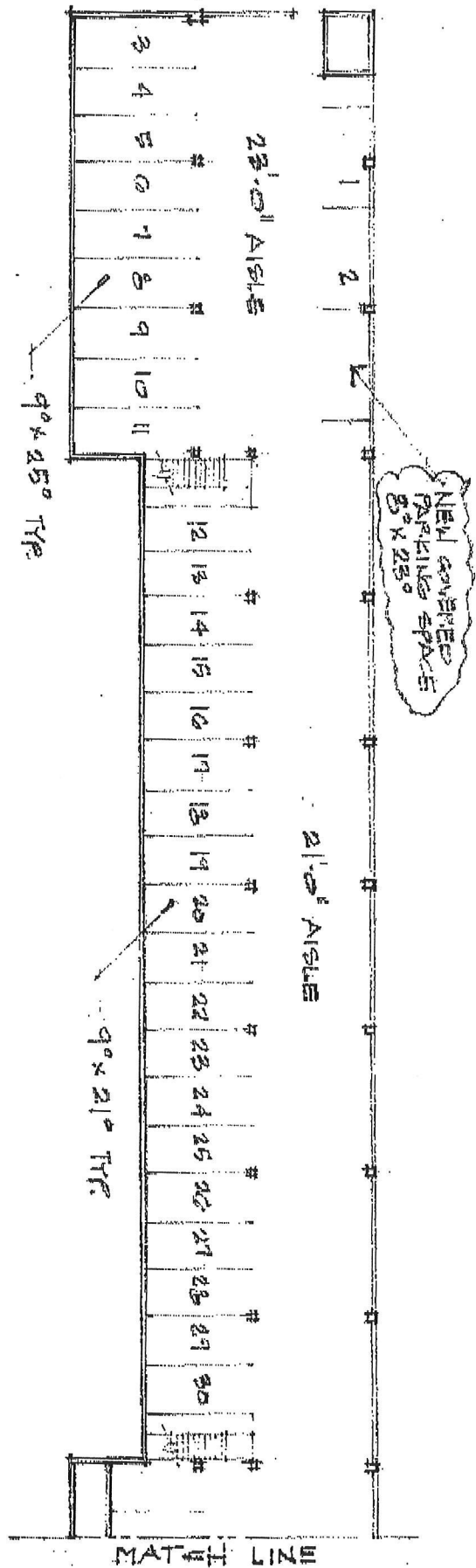
Existing Surface Parking	84 sp
Existing Covered Parking Area 'A'	30 sp
Existing Covered Parking Area 'B'	35 sp
Total Existing Parking Spaces	149 sp
Proposed Surface Parking	150
Proposed Covered Parking Area 'A'	150
Total Existing and Proposed	151sp

Woodcrest Center

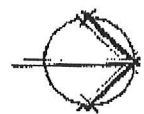
Creve Coeur, Missouri 63141
Walpert Properties
David Ferguson Architect

Existing Parking

Date: 10/13/10
Rev: 10/14/10



EXISTING COVERED PARKING PLAN - AREA A

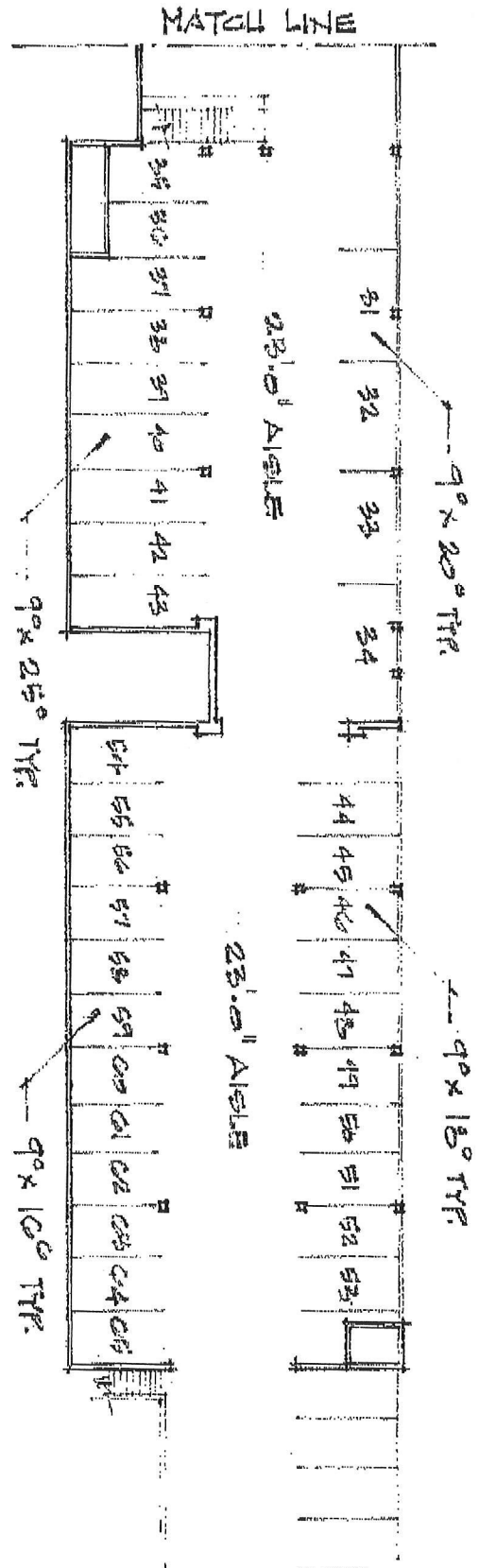


Woodcrest Center

Creve Coeur, Missouri 63141
Walbert Properties
David Ferguson Architect

Existing Parking

Date: 10/13/10
REV: 10/14/10



EXISTING COVERED PARKING PLAN - AREA 'B'

0 10' 20' 40' 60'



Woodcrest Center

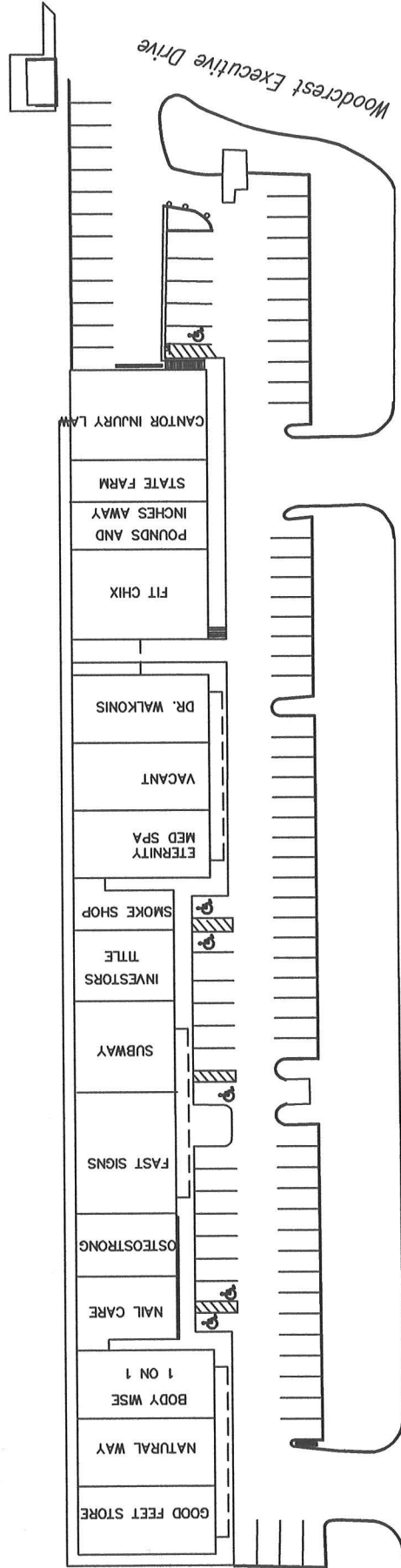
Creve Coeur, Missouri 63141
Walpert Properties
David Ferguson Architect

Existing Parking

Date: 10/13/10

WOODCREST SHOPPING CENTER

12283-12349 OLIVE STREET ROAD, CREVE COEUR, MO 63141



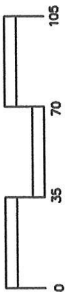
Olive Blvd

12349 OLIVE THE GOOD FEET STORE	1,800 sq. ft.
12345 OLIVE NATURAL WAY	1,800 sq. ft.
12341 OLIVE BODY WISE 1 ON 1	1,800 sq. ft.
12337 OLIVE NAIL CARE SALON	1,225 sq. ft.
12333 OLIVE OSTEOSTRONG	1,320 sq. ft.
12323 OLIVE FAST SIGNS	1,906 sq. ft.
12321 OLIVE SUBWAY	1,836 sq. ft.
12317 OLIVE INVESTORS TITLE	1,320 sq. ft.
12313 OLIVE SMOKE SHOP	1,225 sq. ft.
12309 OLIVE ETERNITY MED SPA	1,800 sq. ft.
12305 OLIVE VACANT	1,800 sq. ft.
12301 OLIVE DR. WALKONIS	1,800 sq. ft.
12295 OLIVE FIT CHIX	2,400 sq. ft.
12291 OLIVE POUNDS & INCHES AWAY	1,200 sq. ft.
12287 OLIVE STATE FARM INSURANCE	1,200 sq. ft.
12283 CANTOR INJURY LAW	2,480 sq. ft.
OCCUPIED	26,912 sq. ft.
VACANT	0 sq. ft.
TOTAL	26,912 sq. ft.

Depths 43' by 60'

SITE PLAN

SCALE: 1"= 70'



PLANNING AND ZONING COMMISSION PUBLIC HEARING

CITY OF CREVE COEUR, MISSOURI

300 NORTH NEW BALLAS ROAD

MONDAY, JUNE 20, 2016

6:30 P.M.

PUBLIC HEARING 16-017

THOSE IN ATTENDANCE:

Ms. Beth Kistner, Chair

Mr. Tim Carney

Ms. Muriel Hall

Mr. Don Magruder

Ms. Heather Silverman

Mr. Carl Lumley, City Attorney

Mr. Jason Jaggi, Director of Community Development

Ms. Whitney Kelly, City Planner

Ms. Jessica Stutte, Planning Assistant/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 KISTNER: I think we're ready to begin.

2 All right. Good evening, Everyone.

3 We'll call to order the meeting of the Creve
4 Coeur Planning and Zoning Commission meeting of Monday,
5 June 20th.

6 We'll start with our roll call.

7 Mr. Carney?

8 MR. CARNEY: Present.

9 CHAIRMAN KISTNER: Ms. Hall?

10 MS. HALL: Present.

11 CHAIRMAN KISTNER: Mr. Magruder?

12 MR. MAGRUDER: Present.

13 CHAIRMAN KISTNER: Mr. Pullium is absent
14 tonight.

15 Mr. Rovak? He's absent tonight.

16 I'd like to welcome our newest member,
17 Ms. Silverman. And you can answer.

18 MS. SILVERMAN: Present.

19 CHAIRMAN KISTNER: Our City Attorney,
20 Mr. Lumley?

21 MR. LUMLEY: Present.

22 CHAIRMAN KISTNER: Mr. Jaggi?

23 MR. JAGGI: Present.

24 And if you would allow me, Commissioner Kistner,
25 I'd like to introduce this evening, our planning intern,

1 Cameron Casey. He comes to us from the University of
2 Missouri-Kansas City in Planning and Urban Design Program,
3 and he will be a senior next year, and he's with us, the
4 Planning Department for the summer, and will be here for
5 some of the meetings, as well, this summer.

6 So, thank you.

7 CHAIRMAN KISTNER: Welcome.

8 MR. MAGRUDER: Welcome.

9 CHAIRMAN KISTNER: We're very fortunate to have
10 you.

11 Ms. Kelly, our City Planner?

12 MS. KELLY: Present.

13 CHAIRMAN KISTNER: Ms. Stutte, our Planning
14 Assistant?

15 MS. STUTTE: Present.

16 CHAIRMAN KISTNER: So next we have our New
17 Business.

18 First is a public hearing, Application
19 No. 16-017 for conditional use permit for Pizza World
20 Restaurant at 12305 Olive Boulevard.

21 Any applicants here to speak to that?

22 And if you all want to come -- step forward to
23 be sworn in.

24 MARY GABRIEL: Okay.

25 CHAIRMAN KISTNER: And anybody else in the

1 audience who thinks they might speak on this matter.

2 Face over here, here's our person who will swear
3 you in.

4 MARY GABRIEL: Thank you.

5 (Speakers sworn in by the court reporter.)

6 CHAIRMAN KISTNER: They're all sworn in.

7 And each time, as you take your turn to speak,
8 if you could just give your name and business address.

9 ADAM GABRIEL: Okay. My name is Adam Gabriel.
10 The business address is 12305 Olive Boulevard.

11 MARY GABRIEL: I'm Mary Gabriel. Address is
12 12305 Olive Boulevard.

13 DANIEL GABRIEL: I'm Daniel Gabriel. Address is
14 12305 Olive Boulevard.

15 MARY GABRIEL: Okay. And we're looking to build
16 a small pizza restaurant.

17 I'll let you just give a description of what
18 we're doing.

19 ADAM GABRIEL: Oh, yeah, we wrote down a
20 quick -- a quick description right here.

21 We're an upscale gourmet pizza, sandwich and
22 salad shop offering a variety of flavors from around the
23 world.

24 We provide an alternative choice to the everyday
25 pizza for our community. Our concept will include

1 dine-in, carry out and delivery.

2 It's a -- it's a franchise that's been
3 established for over twenty years.

4 MARY GABRIEL: We have a current location in
5 Shrewsbury presently.

6 CHAIRMAN KISTNER: So you have other shops in
7 this area?

8 ADAM GABRIEL: We do not.

9 CHAIRMAN KISTNER: So you're -- this will be
10 your first franchise?

11 MARY GABRIEL: No, we have -- well, we have one
12 in Shrewsbury.

13 CHAIRMAN KISTNER: Because we're taking this
14 down, and we have to attribute comments to people --

15 ADAM GABRIEL: Okay.

16 CHAIRMAN KISTNER: -- if you can --

17 ADAM GABRIEL: Okay.

18 CHAIRMAN KISTNER: -- speak one at a time.

19 ADAM GABRIEL: Sure.

20 MARY GABRIEL: Okay. Sorry.

21 We have one location currently in Shrewsbury
22 that we've been operating for a year, so we're trying to
23 expand.

24 CHAIRMAN KISTNER: Thank you.

25 MARY GABRIEL: Uh-huh.

1 CHAIRMAN KISTNER: Any other -- I mean that's
2 fine. Any other comments that you -- you want to make
3 about the application?

4 ADAM GABRIEL: Not regarding the application.

5 We -- we have started -- we went to the
6 Northwest Chamber of Commerce, so we're -- we're getting
7 ready to try and become involved in community and all
8 that, so we're -- we're considering joining that.
9 Strongly considering joining that.

10 MARY GABRIEL: As well as Creve Coeur.

11 ADAM GABRIEL: So.

12 CHAIRMAN KISTNER: Excellent.

13 ADAM GABRIEL: Thanks.

14 CHAIRMAN KISTNER: Have you looked at the
15 conditions that were --

16 MARY GABRIEL: Yes.

17 CHAIRMAN KISTNER: -- recommended?

18 MARY GABRIEL: Uh-huh.

19 CHAIRMAN KISTNER: And do you have any objection
20 to any --

21 MARY GABRIEL: No --

22 CHAIRMAN KISTNER: -- of those conditions?

23 MARY GABRIEL: -- everything looks fine.

24 CHAIRMAN KISTNER: Anybody have any questions
25 for this applicant?

1 MR. CARNEY: I just have a couple questions.

2 It looks like your main signage is going to be
3 on the front of the building.

4 Will you be -- you think you will be using any
5 window signage with --

6 ADAM GABRIEL: In front of it, yes.

7 MR. CARNEY: Especially in that center, there's
8 a smoke shop that has about ten neon signs in the window,
9 which we've had issues with, so just curious if you're
10 planning --

11 MARY GABRIEL: We're not going to clutter it.
12 We'll have a few, but it'll -- yeah, you go ahead.

13 ADAM GABRIEL: Okay. We will mostly have, maybe
14 possibly -- we haven't considered whether or not we're
15 going to have a neon sign, but we'll have, you know, nice
16 franchise -- like you might see in a Subway. We actually
17 own a Subway as well. But like a -- we'll have
18 professional door hours on the door, we're intending to do
19 that, and then we'll have professional just, you know, one
20 big sticker that goes -- a cling, something like that.
21 But it won't be a bunch of different things, and we won't
22 be, you know, cluttering it up, as she said.

23 CHAIRMAN KISTNER: Okay. And there are very
24 specific regulations in Creve Coeur with the amount of
25 signage that can be in windows.

1 ADAM GABRIEL: And we will look at that before
2 we put anything up.

3 CHAIRMAN KISTNER: Okay. Thank you.

4 Any questions?

5 MS. HALL: So do we have any examples of what
6 the outside of your building is going to look like, what
7 the signs are going to look like? What --

8 ADAM GABRIEL: Yes.

9 MS. HALL: You --

10 ADAM GABRIEL: I can show you a picture, if you
11 want right now.

12 MS. HALL: Yes.

13 ADAM GABRIEL: Okay.

14 CHAIRMAN KISTNER: I think there's a -- is there
15 a way to display this, do you think, from a phone?

16 MR. JAGGI: I don't think so with a phone.

17 MS. KELLY: See, if it works by placing it under
18 the overhead.

19 CHAIRMAN KISTNER: Okay. Do you see where that
20 sheet of paper is right now.

21 ADAM GABRIEL: Okay. I got you. I just have
22 to --

23 MARY GABRIEL: Find it first. Do you have a
24 picture of the front of building?

25 CHAIRMAN KISTNER: This is a first for us, so.

1 DANIEL GABRIEL: It's a what?

2 CHAIRMAN KISTNER: It's a first for us to do it
3 on the --

4 ADAM GABRIEL: Okay. Here we go.

5 This is the sign. It's hard to see because of
6 the screen, but that's the sign, and that's pretty much
7 what it's going to look like.

8 That's our Shrewsbury sign.

9 MARY GABRIEL: Can you see it?

10 ADAM GABRIEL: It's basically -- it says, Pizza
11 World. The O has a world on it instead of the letter O,
12 it's a world. And then it has our signature. It's like a
13 green swoosh that goes around to that, kind of to look
14 like it's in the background behind Pizza World.

15 CHAIRMAN KISTNER: Did you have a question or
16 comment, Ms. Hall?

17 MS. HALL: Well, I really can't see it.

18 ADAM GABRIEL: Do you want me to bring this up
19 to you? No.

20 CHAIRMAN KISTNER: No, that's fine. Yes. I
21 wasn't sure cause we --

22 MR. LUMLEY: Yeah, it's fine.

23 MARY GABRIEL: I could email you artwork, if you
24 want.

25 CHAIRMAN KISTNER: No, but if you can show, we

1 could -- bring it up.

2 MR. CARNEY: Just show it to her up here.

3 MR. LUMLEY: Have to do a separate submittal for
4 sign permit, but for informational purposes, it's fine.

5 ADAM GABRIEL: It would be, you know, where
6 the --

7 MS. HALL: Okay. All right.

8 CHAIRMAN KISTNER: And you're -- did you have a
9 particular concern with that?

10 MS. HALL: Well, I just know a couple of times a
11 couple of buildings were put up, and we had questions
12 about how did the color get like that and this, that and
13 the other, and I think sometimes it's best just to see --

14 CHAIRMAN KISTNER: See it, right.

15 MS. HALL: -- what they have in mind instead of
16 waiting, and just approving it, and then they go and do
17 whatever, and it's kind of too late so.

18 ADAM GABRIEL: Yeah, we already have it --
19 that's -- that will be, basically, a replica of what it
20 looks like.

21 MS. HALL: Okay.

22 ADAM GABRIEL: It'll say -- it'll say wings --
23 it'll have like wings, sandwiches, pizzas, I think they
24 say, right under it, and that's part of the sign we have,
25 so.

1 MS. HALL: Okay.

2 CHAIRMAN KISTNER: You have some comments or
3 additions you want to make?

4 MS. KELLY: I'll just do it from here.

5 CHAIRMAN KISTNER: Okay.

6 MS. KELLY: This is a pretty standard
7 application. They are not making any changes to the
8 exterior of the building of the site, so the draft
9 ordinance before you follows our standard format for all
10 restaurants.

11 Regarding --

12 CHAIRMAN KISTNER: Can you hear okay. I'm not
13 sure that that's working.

14 MS. KELLY: Whitney Kelly on behalf of the City
15 of Creve Coeur. This is a standard application. They're
16 not making any changes to the exterior of the building of
17 the site, therefore, the draft ordinance is typical for
18 general restaurant uses.

19 All signs are reviewed by permit only, under a
20 separate review process at staff level, so a condition of
21 approval is that they will have to meet with our city sign
22 regulations.

23 Since it just came up, the window signage is
24 limited to 20 percent of the window square -- window
25 space.

1 And because they did indicate that they would
2 have delivery, we have included the condition that parking
3 for employees would be underneath the building within the
4 structured garage, unless they're pulling up for immediate
5 delivery or drop-off. So per the sign regulations as
6 well.

7 And, therefore, we recommend approval.

8 CHAIRMAN KISTNER: Okay. Thank you.

9 We have any other questions for staff or for the
10 applicant?

11 MR. MAGRUDER: I have a question of staff.

12 There's, it looks like the space just east of
13 that is being worked on. I drove by there today. Do we
14 know what's going in there?

15 MS. KELLY: Walpert Properties, who owns the
16 properties, are moving their business office into that
17 location. And I believe the property owner is here, if
18 you like to address the Commission.

19 MR. MAGRUDER: Thank you.

20 My concern was parking. That -- that answers my
21 question. Thank you.

22 CHAIRMAN KISTNER: Is there anyone in the
23 audience who wishes to speak about this matter?

24 If you'd like to, you have to come up and get
25 sworn in.

1 (The speaker was sworn in by the court
2 reporter.)

3 CHAIRMAN KISTNER: And if you could start with
4 your name and business address.

5 BOB WALPERT: Bob Walpert. And we are moving
6 into that space in Woodcrest, 12295 Olive Boulevard,
7 presently under construction.

8 So just want to make a couple more comments.

9 So when they said they have one location in
10 Shrewsbury for a year, I wanted to add that we have a
11 longterm relationship. They have a Subway store in one of
12 my other shopping centers that we've been -- what's our
13 relationship -- fifteen years or -- oh, that one's 2010,
14 so that one's six years, and then had another one in Town
15 and Country, so they're longterm restaurateurs.

16 So as a landlord, that's extremely important to
17 get a tenant that has one year experience or many years
18 experience, so I just wanted to add that, that they have
19 many, many years' experience.

20 MARY GABRIEL: 28 years.

21 BOB WALPERT: 28 years. So I wanted to add that
22 when they said one year because they've been in other
23 franchises.

24 Second thing I wanted to add, the -- the -- Mary
25 and Adam and Daniel are spending a lot of money putting

1 this Pizza World in, and I'm, as a landlord, spending a
2 lot as well.

3 And if you've -- it's a high -- pretty high
4 profile center. It's right there at Olive and 270.
5 People pass it a lot. So you see a lot going on there.

6 In conjunction with me putting my office in
7 there, we've done a tremendous amount of work. When we
8 were doing our demo, we found out the stucco walls had
9 some -- some damage. We took complete walls down. We're
10 bringing in three-phase electric for them. We're doing --
11 we saw-cut the concrete and repaired all that, put new
12 railings in, the whole retaining wall is being re-done,
13 stone cap, and it's a pretty long list of things. We're
14 spending a tremendous amount of money, so both landlord
15 and tenant. So I just wanted to add that.

16 What was the other thing? The signage. I'm
17 probably more particular than the City on signage. It's
18 extremely important. It's got to be internally
19 illuminated, individual letters, and I'm particular about
20 the color and everything else, so because they're all
21 uniform there, and it's so close to the street, and so
22 visible.

23 And -- oh, and the other thing I wanted to
24 address was the parking. The way this shopping center is
25 built, there's about 70 car parking on the top level and

1 about 70 car parking below, so when you drive by, it looks
2 pretty tight. There's two rows of parking, but there's
3 actually an overabundance of parking when you add it all
4 up cause there's 70 spaces below. And from the time the
5 economy got soft, in like '08, '09, '10, I always had two,
6 three, four vacancies.

7 Well, now we're 100 percent leased. So we've
8 talked about being very proactive about getting all the
9 tenants on board about using the parking garage. People
10 don't use it as much. So now that we're going to be in
11 there, and there's going to be six of us in our office,
12 I've made it clear to everybody, the center is going to be
13 100 percent leased. We need everybody's help. If you're
14 working eight hours a day, put your car down in the
15 parking garage. So that's another thing that we're all
16 going to work together on.

17 So that's basically it. I just wanted to add
18 those things.

19 CHAIRMAN KISTNER: Thank you.

20 Does anybody have --

21 BOB WALPERT: Thanks.

22 CHAIRMAN KISTNER: -- any questions for
23 Mr. Walpert?

24 MR. CARNEY: I just -- I do have a question on
25 the smoke shop.

1 Have you noticed the abundance of signs in the
2 window? We've actually had some other applicants
3 complain --

4 BOB WALPERT: Well --

5 MR. CARNEY: -- to us about that.

6 BOB WALPERT: -- that shopping center has a
7 really good tenant mix, we have, you know, a title
8 company, and Natural Way, Good Feet, Subway, Fast Signs,
9 some really good strong tenants. And I just mentioned,
10 when the economy got soft, I think I had five vacancies at
11 one time, and it was a struggle, and I kind of lowered my
12 standards, and I put that tenant in.

13 Between us girls, that lease is up next year and
14 I'm going to do better.

15 CHAIRMAN KISTNER: This is a public hearing, so
16 it's not --

17 BOB WALPERT: I was make -- I was making a joke,
18 but I've already told him when his lease is up, it's
19 not --

20 MR. CARNEY: I don't have a problem with that
21 store in particular, but the signage in there --

22 BOB WALPERT: It's -- it's just not compatible
23 with the rest of the property, yeah.

24 MR. JAGGI: In regard to the concern about
25 signage, I can ask our code enforcer officer --

1 CHAIRMAN KISTNER: Did you get sworn in?

2 MR. JAGGI: I did. But, Jason Jaggi, Director
3 of Community Development, City of Creve Coeur.

4 Regarding the discussion on signage and window
5 signage, we can have our code enforcement officer visit
6 the site to see if there's any violations and cite the
7 tenant for that. So we'll follow-up on that.

8 BOB WALPERT: It's not just the signage, they
9 smoke in the hallways, and just, you know, it's just not
10 the best use of that space so.

11 MR. CARNEY: Thank you.

12 BOB WALPERT: Yes.

13 CHAIRMAN KISTNER: Any other questions or
14 statements?

15 Okay.

16 If not, then we ready for -- oh, Mr. Lumley,
17 before we close the public hearing.

18 ADAM GABRIEL: Thank you for your time.

19 MARY GABRIEL: Thank you.

20 MR. LUMLEY: I offer the following records --
21 the following exhibits into the record on this public
22 hearing: Documentation in possession of the City Clerk
23 reflecting the public notice, the staff's report and draft
24 ordinance, the City's Code of Ordinances and Charter, the
25 City's Comprehensive Plan and the public file regarding

1 this application.

2 CHAIRMAN KISTNER: Okay. That will close the
3 public hearing.

4 (The public hearing ended at 6:57 p.m.)
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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

	already [2] 10/18 16/18	15/8	cluttering [1] 7/22	did [6] 9/15 10/8 10/12 12/1 17/1 17/2
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1	Any other [1] 6/1	Bob [1] 13/5	Commerce [1] 6/6	Documentation [1] 17/22
100 percent [2] 15/7 15/13	anybody [3] 3/25 6/24 15/20	both [1] 14/14	COMMISSION [3] 1/1 2/4 12/18	Does [1] 15/20
12295 [1] 13/6	anyone [1] 12/22	Boulevard [5] 3/20 4/10 4/12 4/14 13/6	Commissioner [1] 2/24	doing [3] 4/18 14/8 14/10
12305 [4] 3/20 4/10 4/12 4/14	anything [1] 8/2	bring [2] 9/18 10/1	community [4] 1/15 4/25 6/7 17/3	Don [1] 1/13
16-017 [2] 1/8 3/19	applicant [2] 6/25 12/10	bringing [1] 14/10	company [1] 16/8	don't [3] 8/16 15/10 16/20
2	applicants [2] 3/21 16/2	build [1] 4/15	compatible [1] 16/22	done [2] 14/7 14/12
20 [1] 1/4	application [6] 3/18 6/3 6/4 11/7 11/15 18/1	building [6] 7/3 8/6 8/24 11/8 11/16 12/3	complain [1] 16/3	door [2] 7/18 7/18
20 percent [1] 11/24	approval [2] 11/21 12/7	buildings [1] 10/11	complete [1] 14/9	down [4] 4/19 5/14 14/9 15/14
2010 [1] 13/13	approving [1] 10/16	built [1] 14/25	Comprehensive [1] 17/25	draft [3] 11/8 11/17 17/23
2016 [1] 1/4	are [7] 7/23 8/7 11/7 11/19 12/16 13/5 13/25	bunch [1] 7/21	concept [1] 4/25	drive [2] 1/23 15/1
20th [1] 2/5	area [1] 5/7	business [5] 3/17 4/8 4/10 12/16 13/4	concern [3] 10/9 12/20 16/24	drop [1] 12/5
2259 [1] 1/24	around [2] 4/22 9/13	but [11] 7/12 7/15 7/17 7/21 9/6 9/25 10/4 15/2 16/18 16/21 17/2	concrete [1] 14/11	drop-off [1] 12/5
270 [1] 14/4	artwork [1] 9/23	but it'll [1] 7/12	condition [2] 11/20 12/2	drove [1] 12/13
28 [2] 13/20 13/21	as [11] 3/5 4/7 6/10 6/10 7/17 7/22 12/5 13/16 14/1 14/2 15/10	C	conditional [1] 3/19	E
3	ask [1] 16/25	call [2] 2/3 2/6	conditions [2] 6/15 6/22	each [1] 4/7
300 [1] 1/3	Assistant [2] 1/16 3/14	came [1] 11/23	conjunction [1] 14/6	east [1] 12/12
314 [2] 1/23 1/24	Assistant/Recording [1] 1/16	Cameron [1] 3/1	considered [1] 7/14	economy [2] 15/5 16/10
4	at [8] 3/20 5/18 6/14 8/1 11/20 14/4 16/10 18/4	can [9] 2/17 5/16 7/25 8/10 9/9 9/25 11/12 16/25 17/5	considering [2] 6/8 6/9	eight [1] 15/14
4772 [1] 1/23	ATTENDANCE [1] 1/11	can't [1] 9/17	construction [1] 13/7	electric [1] 14/10
487-2259 [1] 1/24	Attorney [2] 1/14 2/19	cap [1] 14/13	could [4] 4/8 9/23 10/1 13/3	else [2] 3/25 14/20
6	attribute [1] 5/14	car [3] 14/25 15/1 15/14	Country [1] 13/15	email [1] 9/23
63128 [1] 1/24	audience [2] 4/1 12/23	Carl [1] 1/14	COUNTY [1] 19/2	employees [1] 12/3
6:30 [1] 1/5	B	Carney [2] 1/12 2/7	couple [4] 7/1 10/10 10/11 13/8	ended [1] 18/4
6:57 p.m [1] 18/4	background [1] 9/14	carry [1] 5/1	court [5] 1/22 4/5 13/1 19/5 19/6	enforcement [1] 17/5
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City Council
300 North New Ballas Rd
Creve-Coeur, MO 63141

Meeting: 06/27/16 07:00 PM
Department: Public Works Department
Category: Contract
Prepared By: Richard Beran
Department Head: Jim Heines

SCHEDULED

RESOLUTION

Resolution No. 1225 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Execution of a Contract with M & H Concrete Contractors, Inc., for the 2016 Roadway Reconstruction Project – Phase II as Part of the Street Repair Program for the 2017 Fiscal Year for the Amount of \$ 338,440.00.

City staff recommends entering into a contract with M & H Concrete Contractors, Inc due to their low bid for the work and their experience with similar past work in Creve Coeur.

RESOLUTION NO. 1225

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE EXECUTION OF A CONTRACT WITH M & H CONCRETE CONTRACTORS, INC., FOR THE 2016 ROADWAY RECONSTRUCTION PROJECT - PHASE II AS PART OF THE STREET REPAIR PROGRAM FOR THE 2017 FISCAL YEAR FOR THE AMOUNT OF \$ 338,440.00.

WHEREAS, it is necessary to rehabilitate street pavement and curbing in order to maintain the quality of life expected by the community;

WHEREAS, the City provides safe public rights of way for its commercial and residential communities;

WHEREAS, this project and/or these improvements have been competitively bid per the requirements, as outlined in the City of Creve Coeur Code of Ordinances;

WHEREAS, M & H Concrete Contractors, Inc., submitted the lowest and best bid for the project and has a reputation for providing quality sidewalk and street improvement services;

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

Section 1. The Contract between M & H Concrete Contractors, Inc., and the City, attached hereto as "Exhibit A," with a contract sum not to exceed \$ 338,440.00, is hereby approved and the City Administrator is hereby authorized to execute that Contract. The Contract as executed shall be substantially in the form of "Exhibit A," with such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Resolution. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient, or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the Contract.

Adopted this 27th day of June, 2016.

Barry Glantz
Mayor

Attest:

Resolution

Meeting of June 27, 2016

Deborah Ryan, MPCC
City Clerk

EXHIBIT A**CITY-CONTRACTOR AGREEMENT**

This is an Agreement made and entered into the ____ day of _____, 2016, by and between the City of Creve Coeur, Missouri (hereinafter called the "City") and, a **M & H Concrete Contractors, Inc.** with offices at **3151 Industrial Park Place West St. Peters, MO 63376** (hereinafter called the "Contractor"). The project identified as **2016 Roadway Reconstruction Project – Phase II** (hereinafter referred to as the "Project" or the "Work").

WITNESSETH:

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

ARTICLE I**The Contract Documents**

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

- 1) This City-Contractor Agreement
- 2) General Conditions of City-Contractor Agreement
- 3) Job Special Provisions
- 4) State Wage Determination
- 5) Non-Collusion Affidavit
- 6) Performance Payment Bond
- 7) Technical Specifications and Construction Details
- 8) Construction Schedule
- 9) All Addenda and all Modifications issued after execution of this Contract
- 10) The Saint Louis County Standard Specifications for Highway Construction, dated July 1, 2015, referred to herein as the "Standard Specifications" and applicable to the Work of this Contract by reference;

- 11) The St. Louis County Standard Drawings, dated September 1, 2015. These drawings shall be included in the reference to the “Standard Specifications” herein.
- 12) The latest version of the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)

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

ARTICLE II

Scope of Work

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

ARTICLE III

Time of Completion

All time limits stated in the Contract Documents are of the essence. The Work to be performed under the Contract shall commence within Ten **(10)** days of the date of the written notice to proceed from the City to the Contractor and shall be completed within **Ninety (90) consecutive calendar days** from and including the date of said written notice to proceed.

Notice to Proceed will not be issued prior to July 4, 2016.

ARTICLE IV

The Contract Sum and Payments

The “Contract Sum” is hereby defined as the sum total of the products of the estimated quantity of each bid item in the Bid Form Proposal and the unit price bid by the Contractor in the Bid Form Proposal for that item, adjusted to account for any Modification(s), as defined in the General Conditions, made in compliance with Article VII of this Agreement and made prior to the execution of this Agreement. Therefore, the Contract Sum represents a reasonable estimate of the anticipated final contract value at the time of the execution of this Agreement. Both the Contractor and the City acknowledge that the actual work may require different item quantities than those that were included in the Bid Form Proposal or a pre-construction Modification and

that the completed and accepted item quantities will be reconciled against the estimated quantities through a final change order upon the completion of the Work.

The Contract Sum for this Work shall be three hundred thirty-eight thousand four hundred forty dollars and zero cents (\$ 338,440.00). The Contract unit prices and Contract item quantities are listed in Table 1 on page C-10 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, except as otherwise required by Section 34.057 RSMo. the City shall pay the Contractor as follows:

- (1) On or about the tenth day of each following month, ninety percent (90%) [95% if Contract Sum exceeds \$50,000] of the value of the portion of the Work that has been completed and accepted to date, less the aggregate of all previous progress payments;
- (2) Upon completion of the Work, the Contractor and the City shall execute a final Modification to this Agreement to reconcile the quantity of each completed and accepted Contract item with the estimated quantity of that item included in Table 1 and adjusted through subsequent Modification(s), if any, made in compliance with Article VII of this Agreement; and
- (3) Final payment shall be made within thirty (30) days after the Work is fully completed and accepted by the City and the Contract fully performed.

ARTICLE V

Performance of the Work

a) Within seven (7) calendar days after being awarded the Contract, the Contractor shall prepare and submit for the City's approval:

- (1) a Construction Schedule for the Work in a bar chart format which Construction Schedule shall indicate the dates for starting and completing the various stages of construction on a street by street basis, and
- (2) a Traffic Control Plan indicating the location of all proposed signage, detours, and road closures throughout the project which adequately address the traffic control required for the proposed work. All traffic control shall be according to the standards of the Manual on Uniform Traffic Control Devices (MUTCD) developed by the Federal Highway Administration and shall be signed and sealed by a professional engineer who is licensed in the state of Missouri.

The Notice To Proceed shall be issued within fourteen (14) calendar days of the award, however no work will commence until the Contractor's Construction Schedule and Traffic Control Plan are submitted and approved by the City.

b) The Contractor shall be required to substantially finish portions of the work as designated by the Director of Public Works prior to continuation of further work remaining on the project. This may include backfilling, paving, sodding, or cleanup as designated by the Director of Public Works.

c) Completion of the Work in accordance with the time limits set forth in the Construction Schedule is an essential condition of the Contract. If the Contractor fails to complete the Work in accordance with the Construction Schedule, unless the delay is excusable under the provisions of Article VI hereof, the Contractor shall pay the City as liquidated damages, and not as a penalty, the sum of five hundred dollars (\$500.00) for each calendar day the Contractor fails to comply with the Construction Schedule. The total amount so payable to the City as liquidated damages may be deducted from any sums due or to become due to the Contractor from the City.

d) After Commencement of the Work, and until final completion of the Work, the Contractor shall report to the City, at such intervals as the City may reasonably direct, the actual progress of the work compared to the Construction Schedule. If the Contractor falls behind the Construction Schedule for any reason, he shall promptly take, and cause his Subcontractors to take, such action as is necessary to remedy the delay, and shall submit promptly to the City for approval a supplementary schedule or progress chart demonstrating the manner in which the delay will be remedied; provided, however, that if the delay is excusable under Article VI hereof, the Contractor will not be required to take, or cause his Subcontractors to take, any action which would increase the overall cost of the Work (whether through overtime premium pay or otherwise), unless the City shall have agreed in writing to reimburse the Contractor for such increase in cost. Any increase in cost incurred in remedying a delay which is not excusable under Article VI hereof shall be borne by the Contractor.

ARTICLE VI

Delays Beyond Contractor's Control

(a) If the Contractor fails to complete the Work in accordance with the Construction Schedule solely as a result of the act or neglect of the City, or by strikes, lockouts, fire or other similar causes beyond the Contractor's control, the Contractor shall not be required to pay liquidated damages to the City pursuant to paragraph (c) of Article V hereof, provided the Contractor uses his best efforts to remedy the delay in the manner specified in paragraph (d) of Article V hereof. If, as a result of any such cause beyond the Contractor's control, the delay in

completion of the Work in accordance with the Construction Schedule is so great that it cannot be remedied in the aforesaid manner, or if the backlog of Work is so great that it cannot be remedied without incurring additional cost which the City does not authorize, then the time of completion and the Construction Schedule shall be extended pursuant to a Change Order for the minimum period of delay occasioned by such cause. The period of delay and extension shall be determined by the City.

(b) Notwithstanding the foregoing paragraph (a), no extension of time shall be granted for any delay the cause of which occurs more than seven (7) days before claim therefore is made in writing by the Contractor to the City, and no extension of time shall be granted if the Contractor could have avoided the need for such extension by the exercise of reasonable care and foresight, as determined by the Director of Public Works. In the case of a continuing cause of delay, only one claim is necessary.

(c) Weather shall not constitute a cause for granting an extension of time.

(d) In the event a delay is caused by the City, the Contractor's sole remedy shall consist of his rights under this Article VI.

ARTICLE VII

Changes in the Work

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

(b) If the requested change would result in a delay in the Construction Schedule, the provisions of Article V, paragraph (c), and Article VI hereof shall apply. If the requested change would result in a decrease in the time required to perform the Work, the completion date and the Construction Schedule shall be adjusted by agreement between the parties to reflect such decrease.

(c) Any adjustment in the Contract Sum for duly authorized extra work or change in the Work shall be determined based on the Contract unit prices listed in Table 1 of this Agreement, to the extent such unit prices are applicable. To the extent such unit prices are not applicable, the adjustment in the Contract Sum shall, at the option of the City, be determined by an acceptable fee properly itemized and supported by sufficient substantiating data to permit evaluation, by an acceptable cost-plus-percentage fee, or by an acceptable fixed fee.

ARTICLE VIII**Termination by City or Contractor**

(a) If the Contractor is adjudged a bankrupt; or if the Contractor makes a general assignment for the benefit of creditors; or if a receiver is appointed on account of the Contractor's insolvency; or if the Contractor persistently or repeatedly fails, except in cases for which extension of time is provided, to make progress in accordance with the Construction Schedule; or if the Contractor fails to make prompt payment to Subcontractors or for material or labor, or persistently disregards laws, ordinances or the instructions of the City, or otherwise breaches any provision of the Contract, the City may, without prejudice to any other right or remedy, by giving written notice to the Contractor and his surety, terminate the Contract, take possession of the Work and of all materials and equipment thereon, and finish the Work by whatever method the City may deem expedient. If the unpaid balance of the value of the Work completed to date shall exceed the expenses of finishing the Work, including additional professional, managerial, and administrative expenses, such excess shall be paid to the Contractor. If such expenses shall exceed the unpaid balance of the value of the Work completed to date, the Contractor shall pay the difference to the City promptly upon demand.

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

- (i) assign to the City in the manner and to the extent directed by the City all right, title, and interest of the Contractor under any subcontracts, purchase orders, and construction equipment leases to which the Contractor is a party and which relate to the Work or to construction equipment required therefore, and
- (ii) make available to the City, to the extent directed by the City, all construction equipment owned by the Contractor and employed in connection with the Work.

(b) Performance of the Work hereunder may be terminated by the City by giving three (3) days prior written notice to the Contractor if the City, in its sole discretion, decides to discontinue or suspend construction. In the event of such termination, as opposed to termination pursuant to paragraph (a) of this Article VIII, the Contract Sum shall be reduced in an equitable manner by agreement between the parties.

ARTICLE IX**Contractor's Liability Insurance**

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

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

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

- (a) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of \$1,000,000.
- (b) Comprehensive General Liability and Bodily Injury
 - Including Death: \$1,000,000 each person
\$1,000,000 each occurrence
 - Property Damage: \$1,000,000 each occurrence
\$1,000,000 aggregate
- (c) Comprehensive Automobile Liability, Bodily Injury
 - Including Death: \$1,000,000 each person
\$1,000,000 each occurrence
 - Property Damage: \$1,000,000 each accident
- (d) Owner's Protective Bodily Injury
 - Including Death: \$1,000,000 each person
\$1,000,000 each occurrence
 - Property Damage: \$1,000,000 each occurrence
\$1,000,000 aggregate

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

ARTICLE X

Equal Opportunity and Non-Discrimination

The Contractor will comply with all provisions of federal, state, and local codes, ordinances, and regulations governing the regulation of Equal Employment Opportunity and Non-Discrimination.

In the event that any or all of the provision(s) of this Article conflict with federal, state, or other local laws, ordinances, or regulations, then the requirements of such federal, state, or local laws, ordinances, or regulations shall prevail. Compliance with the foregoing provisions shall not relieve the Contractor from adherence to any and all additional requirements regarding

equal employment or non-discrimination set forth in such federal, state, or other local laws, ordinances, or regulations.

During the performance of this contract, the contractor, for itself, its assignees and successors, in interest (hereinafter referred to as the “contractor”) agrees, as follows:

1. Compliance with Regulations: The contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

Further, on any federal assisted contract, the Contractor and sub-contractor agree to comply with the Equal Employment Opportunity provisions cited in CFR 23, Subpart D – Construction Contract Equal Employment Opportunity Compliance Procedures, CFR 49 – Non-Discrimination in Federally-assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, E.E. 11246 and Title VII of the Civil Rights Act of 1964.

2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, income, limited English proficiency, sex, gender identity, sexual orientation, age or disability in the selection, retention, and treatment of subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contractor covers a program set for in Appendix B of the Regulations.
3. Solicitation for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor’s obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, income, limited English proficiency, sex, gender identity, sexual orientation, age or disability.
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department of the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession

of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a) Withholding payments to the contractor under the contract until the contractor complies and/or
 - b) Cancellation, termination or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The contractor shall include provisions of paragraphs (1) through (5) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE XI

Conflicts of Interest

The parties agree to abide by all applicable federal, state, and local laws, ordinances, and regulations relating to conflicts of interest. A detailed discussion of conflicts of interest can be found in Section 5.6 of the General Conditions of City-Contractor Agreement.

ARTICLE XII

The Work

The Contractor shall furnish all labor, materials, and equipment necessary to complete all activities within the project limits, as specified in the Contract Documents. The Scope of Work generally includes pavement reconstruction along New London Drive and Lakeshore Drive in the City of Creve Coeur. The Scope of Work provides for items as more specifically described in the attached Technical Specifications.

All work shall be completed to the satisfaction of the Director of Public Works for the City of Creve Coeur.

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

Item Number	Item	Unit	Contract Quantity	Contract Unit Price	Item Subtotal
109500A	SOFT SOILS FORCE ACCOUNT	DOLLAR	5,000	\$ 1.00	\$ 5,000.00
502001A	CONCRETE PAVEMENT REMOVAL AND REPLACEMENT	SY	5,850	\$ 50.00	\$ 292,500.00
502002A	CONCRETE PAVEMENT REMOVAL AND REPLACEMENT (HIGH EARLY)	SY	250	\$ 52.00	\$ 13,000.00
604200A	ADJUST MANHOLE TO GRADE	EA	2	\$ 225.00	\$ 450.00
604210A	ADJUST INLET TO GRADE	EA	12	\$ 150.00	\$ 1,800.00
608100A	CONCRETE DRIVEWAY	SY	120	\$ 47.00	\$ 5,640.00
608010A	ASPHALT DRIVEWAY	SY	200	\$ 46.00	\$ 9,200.00
609100A	VERTICAL CURB (DOWELED ON)	LF	125	\$ 10.00	\$ 1,250.00
612000A	TRAFFIC CONTROL	LS	1	\$ 4,800.00	\$ 4,800.00
619000A	MOBILIZATION	LS	1	\$ 4,800.00	\$ 4,800.00

CONTRACT SUM:	\$ 338,440.00
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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: _____

M & H CONCRETE CONTRACTORS, INC.

By: _____
Signature

Printed Name

Title

(SEAL)

Attest: _____

Date: _____



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: May 31, 2016

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works

FROM: Rich Beran, P.E., Civil Engineer

SUBJECT: Recommendation of Award
2016 Roadway Reconstruction Project-Phase II

Competitive bids have been received and evaluated for the second phase of reconstruction within the Westchester subdivision in Creve Coeur. City staff recommends pursuing a contract with M&H Concrete Contractors, Inc., based upon their past performance in the City and their low bid for the work.

Project Discussion

City staff developed the subject project as part of the City's annual pavement maintenance program. The subject project involves the two streets listed below:

New London Drive (Peekskill Drive to New Salem Drive)

Lakeshore Drive (New Salem Drive to New Ballas Road)

A map of the project roadways is attached.

The streets listed above with the addition of New Salem Drive were recommended for reconstruction in the staff presentation of the City's annual pavement maintenance program to the City Council at its work session on March 9, 2015. The first phase of the Reconstruction project involved New Salem Drive and most of New London Drive. This portion of the project was completed in April-May 2016.

Equally, all of these streets have both concrete and asphalt repair needs. These streets are "combination" streets (i.e. an asphalt driving surface with a concrete base) and were separated from the annual concrete replacement and asphalt resurfacing maintenance projects based on their condition. Because of the nature of the work and the inability to visually inspect the concrete base pavement, an estimated amount of repairs must be anticipated based on the amount of deterioration visible within the asphalt surface. From this inspection and from previous work performed on the street, it was determined that these streets have reached the end of their useful lives and need to be reconstructed.

The original plan for the reconstruction of the combination streets within the subdivision was that this work would be completed in three phases, with each street being a phase of the project – New Salem Drive cul-de-sac to New London Drive, New London from New Salem Drive to

Lakeshore Drive, and the final phase would be the reconstruction of Lakeshore Drive. The first two phases were both planned to be accomplished in calendar year 2016 through the FY2016 and FY2017 reconstruction program. The third and final phase was planned to occur in the last half of calendar year 2017, FY2018. Better than expected bid prices were realized through the first project and the City took advantage of these prices to accelerate the reconstruction of these streets by transferring an unused portion of the capital improvement funds as well as increasing the budget with Council's approval to complete over half of the work planned for the subdivision in the first reconstruction project completed in the spring. The Fiscal Year 2017 budget was set at \$350,000 for the second phase of the project and will complete the replacement of the combination streets in the Westchester subdivision.

Advertisement

The City advertised the Invitation for Bids for the subject project in *The Countian* on May 10, 12, 17, and 19, 2016 as well as on the City's website. Additionally, invitations for bids were sent to the contractors who have bid on the City's recent concrete projects.

Bid Results

Bids for the subject project were publicly opened and read on Friday, May 27, 2016. A total of five (5) bids were received for the project. The competitiveness of the bids was excellent. The low bid for the work was also lower than staff had estimated. The bids are summarized below:

1. M&H Concrete Contractors.....\$ 338,440.00
2. Crafton Contracting\$ 340,662.50
3. J.M. Marschuetz Construction.\$ 353,900.00
4. Amcon Municipal Concrete.....\$ 396,600.00
5. K.J. Unnerstall.\$ 412,860.00

A copy of the bid results is attached. A mathematical error was found in the Crafton Contracting bid which did impact the order of the bids. Prior to the correction, it appeared that their bid was the lowest but once the correct subtotal was calculated, the bid from M&H Concrete Contractors was found to be the lowest bid.

Project Financing

The proposed 2016 Roadway Reconstruction Project-Phase II will be completed using capital improvement funds. Funding is available in the FY2017 budget in account #02-61-71-9510 under the Street Reconstruction Program. The budget for street reconstruction is \$350,000.

Recommendation

Due to their low bid for the work and their successful completion of the City's annual concrete pavement replacement projects from 2010-2015 as well as the 2015 and 2016 Roadway Reconstruction Project, staff recommends awarding the contract to M&H Concrete Contractors, Inc. Staff expects the good performance from M&H Concrete to continue with the successful completion of the subject project.

The recommendation is to award the 2016 Roadway Reconstruction Project – Phase II to the firm listed below for a total price of \$338,440.00

M & H Concrete Contractors, Inc.
3151 Industrial Park Place West
St. Peters, MO 63376

(314) 379-9682

Attachments: Bid Tabulation
Project Map



BID TABULATION

2016 ROADWAY RECONSTRUCTION PROJECT-PHASE II

City of Creve Coeur, Missouri

Bids opened: 11:00 a.m. Friday, May 27, 2016

Item Number	Item	Unit	Contract Quantity
109500A	SOFT SOILS FORCE ACCOUNT	DOLLAR	5,000
502001A	CONCRETE PAVEMENT REMOVAL AND REPLACEMENT	SY	5,850
502002A	CONCRETE PAVEMENT REMOVAL AND REPLACEMENT (HIGH	SY	250
604200A	ADJUST MANHOLE TO GRADE	EA	2
604210A	ADJUST INLET TO GRADE	EA	12
608100A	CONCRETE DRIVEWAY	SY	120
608010A	ASPHALT DRIVEWAY	SY	200
609100A	VERTICAL CURB (DOWELED ON)	LF	125
612000A	TRAFFIC CONTROL	LS	1
619000A	MOBILIZATION	LS	1

M & H Concrete Contractors

M & H Concrete Contractors	
\$ 1.00	\$ 5,000.00
\$ 50.00	\$ 292,500.00
\$ 52.00	\$ 13,000.00
\$ 225.00	\$ 450.00
\$ 150.00	\$ 1,800.00
\$ 47.00	\$ 5,640.00
\$ 46.00	\$ 9,200.00
\$ 10.00	\$ 1,250.00
\$ 4,800.00	\$ 4,800.00
\$ 4,800.00	\$ 4,800.00

Crafton Contracting

Unit Bid Price	Item Subtotal
\$ 1.00	\$ 5,000.00
\$ 48.75	\$ 285,187.50
\$ 53.70	\$ 13,425.00
\$ 350.00	\$ 700.00
\$ 400.00	\$ 4,800.00
\$ 65.00	\$ 7,800.00
\$ 70.00	\$ 14,000.00
\$ 30.00	\$ 3,750.00
\$ 3,000.00	\$ 3,000.00
\$ 3,000.00	\$ 3,000.00

J.M. Marschuetz Construction

Unit Bid Price	Item Subtotal
\$ 1.00	\$ 5,000.00
\$ 50.50	\$ 295,425.00
\$ 54.00	\$ 13,500.00
\$ 350.00	\$ 700.00
\$ 350.00	\$ 4,200.00
\$ 60.00	\$ 7,200.00
\$ 57.50	\$ 11,500.00
\$ 11.00	\$ 1,375.00
\$ 5,000.00	\$ 5,000.00
\$ 10,000.00	\$ 10,000.00

Total Bid:

M & H Concrete Contractors

\$ 338,440.00

Crafton Contracting

\$ 340,662.50

J.M. Marschuetz Construction

\$ 353,900.00

Denotes mathematical error. Corrected value shown.



BID TABULATION

2016 ROADWAY RECONSTRUCTION PROJECT-PHASE II

City of Creve Coeur, Missouri

Bids opened: 11:00 a.m. Friday, May 27, 2016

Item Number	Item	Unit	Contract Quantity
109500A	SOFT SOILS FORCE ACCOUNT	DOLLAR	5,000
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604210A	ADJUST INLET TO GRADE	EA	12
608100A	CONCRETE DRIVEWAY	SY	120
608010A	ASPHALT DRIVEWAY	SY	200
609100A	VERTICAL CURB (DOWELED ON)	LF	125
612000A	TRAFFIC CONTROL	LS	1
619000A	MOBILIZATION	LS	1

Amcon Municipal Concrete	
Unit Bid Price	Item Subtotal
\$ 1.00	\$ 5,000.00
\$ 59.00	\$ 345,150.00
\$ 63.00	\$ 15,750.00
\$ 300.00	\$ 600.00
\$ 450.00	\$ 5,400.00
\$ 60.00	\$ 7,200.00
\$ 60.00	\$ 12,000.00
\$ 12.00	\$ 1,500.00
\$ 2,500.00	\$ 2,500.00
\$ 1,500.00	\$ 1,500.00

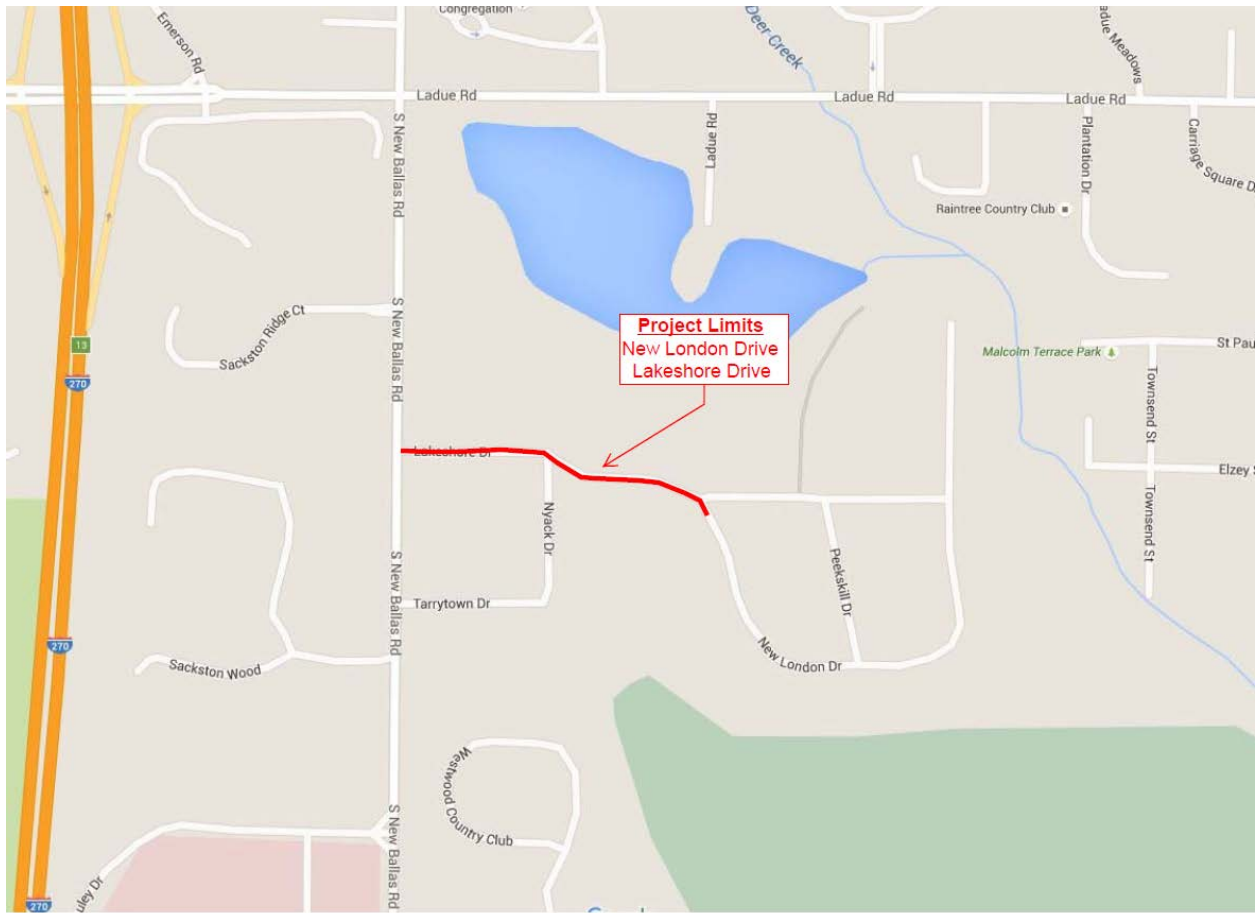
K.J.U. Inc.	
Unit Bid Price	Item Subtotal
\$ 1.00	\$ 5,000.00
\$ 59.25	\$ 346,612.50
\$ 69.25	\$ 17,312.50
\$ 500.00	\$ 1,000.00
\$ 600.00	\$ 7,200.00
\$ 59.25	\$ 7,110.00
\$ 65.00	\$ 13,000.00
\$ 11.00	\$ 1,375.00
\$ 7,100.00	\$ 7,100.00
\$ 7,150.00	\$ 7,150.00

Total Bid:

Amcon Municipal Concrete	
\$	396,600.00

K.J.U. Inc.	
\$	412,860.00

Denotes mathematical error. Corrected value shown.





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

Meeting: 06/27/16 07:00 PM
Department: Public Works Department
Category: Contract
Prepared By: Richard Beran
Department Head: Jim Heines

SCHEDULED

RESOLUTION

Resolution No. 1226 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Execution of a Contract with M & H Concrete Contractors, Inc. for Concrete Roadway and Sidewalk Repairs Related to the Street Repair Program for the 2017 Fiscal Year for \$771,702.00.

City staff recommends awarding the 2016 Concrete Pavement Replacement Project contract to M&H Concrete Contractors, Inc. due to their low bid for the work as well as their successful completion of the City's annual concrete pavement replacement projects from 2010-2015.

RESOLUTION NO. 1226

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE EXECUTION OF A CONTRACT WITH M & H CONCRETE CONTRACTORS, INC. FOR CONCRETE ROADWAY AND SIDEWALK REPAIRS RELATED TO THE STREET REPAIR PROGRAM FOR THE 2017 FISCAL YEAR FOR \$771,702.00.

WHEREAS, it is necessary to replace concrete street pavement, curbing, and sidewalks in order to maintain the quality of life expected by the community;

WHEREAS, the City provides safe public rights of way for its commercial and residential communities;

WHEREAS, this project and these improvements have been competitively bid per the requirements outlined in the City of Creve Coeur Code of Ordinances;

WHEREAS, M & H Concrete Contractors, 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 **M & H Concrete Contractors, Inc.,** and the City, attached hereto as "Exhibit A," with a **contract sum not to exceed \$ 771,702.00**, is hereby approved and the City Administrator is authorized to execute the Contract. The Contract as executed shall be substantially in the form of "Exhibit A," with such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Resolution. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient, or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the Contract.

Adopted this 27th day of June, 2016.

Barry Glantz
Mayor

Attest:

Resolution

Meeting of June 27, 2016

Deborah Ryan, MPCC
City Clerk

EXHIBIT A**CITY-CONTRACTOR AGREEMENT**

This is an Agreement made and entered into the ____ day of _____, 2016, by and between the City of Creve Coeur, Missouri (hereinafter called the "City") and, a **M&H CONCRETE CONTRACTORS, INC.** with offices at **3151 Industrial Park Place West St. Peters, MO 63376** (hereinafter called the "Contractor"). The project identified as **2016 Concrete Pavement Replacement Project** (hereinafter referred to as the "Project" or the "Work").

WITNESSETH:

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

ARTICLE I**The Contract Documents**

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

- 1) This City-Contractor Agreement
- 2) General Conditions of City-Contractor Agreement
- 3) Job Special Provisions
- 4) State Wage Determination
- 5) Non-Collusion Affidavit
- 6) Performance Payment Bond
- 7) Technical Specifications and Construction Details
- 8) Construction Schedule
- 9) All Addenda and all Modifications issued after execution of this Contract
- 10) The Saint Louis County Standard Specifications for Highway Construction, dated July 1, 2015, referred to herein as the "Standard Specifications" and applicable to the Work of this Contract by reference;

- 11) The St. Louis County Standard Drawings, dated September 1, 2015. These drawings shall be included in the reference to the "Standard Specifications" herein.
- 12) The latest version of the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)

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

ARTICLE II

Scope of Work

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

ARTICLE III

Time of Completion

All time limits stated in the Contract Documents are of the essence. The Work to be performed under the Contract shall commence within **Twenty (20)** days of the date of the written notice to proceed from the City to the Contractor and shall be completed within **One Hundred (100) consecutive calendar days** from and including the date of said written notice to proceed.

ARTICLE IV

The Contract Sum and Payments

The "Contract Sum" is hereby defined as the sum total of the products of the estimated quantity of each bid item in the Bid Form Proposal and the unit price bid by the Contractor in the Bid Form Proposal for that item, adjusted to account for any Modification(s), as defined in the General Conditions, made in compliance with Article VII of this Agreement and made prior to the execution of this Agreement. Therefore, the Contract Sum represents a reasonable estimate of the anticipated final contract value at the time of the execution of this Agreement. Both the Contractor and the City acknowledge that the actual work may require different item quantities than those that were included in the Bid Form Proposal or a pre-construction Modification and

that the completed and accepted item quantities will be reconciled against the estimated quantities through a final change order upon the completion of the Work.

The Contract Sum for this Work shall be Seven Hundred Seventy-One Thousand, Seven Hundred Two dollars and Zero cents (\$771,702.00). The Contract unit prices and Contract item quantities are listed in Table 1 on page C-10 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, except as otherwise required by Section 34.057 RSMo. the City shall pay the Contractor as follows:

- (1) On or about the tenth day of each following month, ninety percent (90%) [95% if Contract Sum exceeds \$50,000] of the value of the portion of the Work that has been completed and accepted to date, less the aggregate of all previous progress payments;
- (2) Upon completion of the Work, the Contractor and the City shall execute a final Modification to this Agreement to reconcile the quantity of each completed and accepted Contract item with the estimated quantity of that item included in Table 1 and adjusted through subsequent Modification(s), if any, made in compliance with Article VII of this Agreement; and
- (3) Final payment shall be made within thirty (30) days after the Work is fully completed and accepted by the City and the Contract fully performed.

ARTICLE V

Performance of the Work

a) Within seven (7) calendar days after being awarded the Contract, the Contractor shall prepare and submit for the City's approval:

- (1) a Construction Schedule for the Work in a bar chart format which Construction Schedule shall indicate the dates for starting and completing the various stages of construction on a street by street basis, and
- (2) a Traffic Control Plan indicating the location of all proposed signage, detours, and road closures throughout the project which adequately address the traffic control required for the proposed work. All traffic control shall be according to the standards of the Manual on Uniform Traffic Control Devices (MUTCD) developed by the Federal Highway Administration and shall be signed and sealed by a professional engineer who is licensed in the state of Missouri.

The Notice To Proceed shall be issued within fourteen (14) calendar days of the award, however no work will commence until the Contractor's Construction Schedule and Traffic Control Plan are submitted and approved by the City.

b) The Contractor shall be required to substantially finish portions of the work as designated by the Director of Public Works prior to continuation of further work remaining on the project. This may include backfilling, paving, sodding, or cleanup as designated by the Director of Public Works.

c) Completion of the Work in accordance with the time limits set forth in the Construction Schedule is an essential condition of the Contract. If the Contractor fails to complete the Work in accordance with the Construction Schedule, unless the delay is excusable under the provisions of Article VI hereof, the Contractor shall pay the City as liquidated damages, and not as a penalty, the sum of two hundred and fifty dollars (\$250.00) for each calendar day the Contractor fails to comply with the Construction Schedule. The total amount so payable to the City as liquidated damages may be deducted from any sums due or to become due to the Contractor from the City.

d) After Commencement of the Work, and until final completion of the Work, the Contractor shall report to the City, at such intervals as the City may reasonably direct, the actual progress of the work compared to the Construction Schedule. If the Contractor falls behind the Construction Schedule for any reason, he shall promptly take, and cause his Subcontractors to take, such action as is necessary to remedy the delay, and shall submit promptly to the City for approval a supplementary schedule or progress chart demonstrating the manner in which the delay will be remedied; provided, however, that if the delay is excusable under Article VI hereof, the Contractor will not be required to take, or cause his Subcontractors to take, any action which would increase the overall cost of the Work (whether through overtime premium pay or otherwise), unless the City shall have agreed in writing to reimburse the Contractor for such increase in cost. Any increase in cost incurred in remedying a delay which is not excusable under Article VI hereof shall be borne by the Contractor.

ARTICLE VI

Delays Beyond Contractor's Control

(a) If the Contractor fails to complete the Work in accordance with the Construction Schedule solely as a result of the act or neglect of the City, or by strikes, lockouts, fire or other similar causes beyond the Contractor's control, the Contractor shall not be required to pay liquidated damages to the City pursuant to paragraph (c) of Article V hereof, provided the Contractor uses his best efforts to remedy the delay in the manner specified in paragraph (d) of Article V hereof. If, as a result of any such cause beyond the Contractor's control, the delay in

completion of the Work in accordance with the Construction Schedule is so great that it cannot be remedied in the aforesaid manner, or if the backlog of Work is so great that it cannot be remedied without incurring additional cost which the City does not authorize, then the time of completion and the Construction Schedule shall be extended pursuant to a Change Order for the minimum period of delay occasioned by such cause. The period of delay and extension shall be determined by the City.

(b) Notwithstanding the foregoing paragraph (a), no extension of time shall be granted for any delay the cause of which occurs more than seven (7) days before claim therefore is made in writing by the Contractor to the City, and no extension of time shall be granted if the Contractor could have avoided the need for such extension by the exercise of reasonable care and foresight, as determined by the Director of Public Works. In the case of a continuing cause of delay, only one claim is necessary.

(c) Weather shall not constitute a cause for granting an extension of time.

(d) In the event a delay is caused by the City, the Contractor's sole remedy shall consist of his rights under this Article VI.

ARTICLE VII

Changes in the Work

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

(b) If the requested change would result in a delay in the Construction Schedule, the provisions of Article V, paragraph (c), and Article VI hereof shall apply. If the requested change would result in a decrease in the time required to perform the Work, the completion date and the Construction Schedule shall be adjusted by agreement between the parties to reflect such decrease.

(c) Any adjustment in the Contract Sum for duly authorized extra work or change in the Work shall be determined based on the Contract unit prices listed in Table 1 of this Agreement, to the extent such unit prices are applicable. To the extent such unit prices are not applicable, the adjustment in the Contract Sum shall, at the option of the City, be determined by an acceptable fee properly itemized and supported by sufficient substantiating data to permit evaluation, by an acceptable cost-plus-percentage fee, or by an acceptable fixed fee.

ARTICLE VIII**Termination by City or Contractor**

(a) If the Contractor is adjudged a bankrupt; or if the Contractor makes a general assignment for the benefit of creditors; or if a receiver is appointed on account of the Contractor's insolvency; or if the Contractor persistently or repeatedly fails, except in cases for which extension of time is provided, to make progress in accordance with the Construction Schedule; or if the Contractor fails to make prompt payment to Subcontractors or for material or labor, or persistently disregards laws, ordinances or the instructions of the City, or otherwise breaches any provision of the Contract, the City may, without prejudice to any other right or remedy, by giving written notice to the Contractor and his surety, terminate the Contract, take possession of the Work and of all materials and equipment thereon, and finish the Work by whatever method the City may deem expedient. If the unpaid balance of the value of the Work completed to date shall exceed the expenses of finishing the Work, including additional professional, managerial, and administrative expenses, such excess shall be paid to the Contractor. If such expenses shall exceed the unpaid balance of the value of the Work completed to date, the Contractor shall pay the difference to the City promptly upon demand.

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

- (i) assign to the City in the manner and to the extent directed by the City all right, title, and interest of the Contractor under any subcontracts, purchase orders, and construction equipment leases to which the Contractor is a party and which relate to the Work or to construction equipment required therefore, and
- (ii) make available to the City, to the extent directed by the City, all construction equipment owned by the Contractor and employed in connection with the Work.

(b) Performance of the Work hereunder may be terminated by the City by giving three (3) days prior written notice to the Contractor if the City, in its sole discretion, decides to discontinue or suspend construction. In the event of such termination, as opposed to termination pursuant to paragraph (a) of this Article VIII, the Contract Sum shall be reduced in an equitable manner by agreement between the parties.

ARTICLE IX**Contractor's Liability Insurance**

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

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

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

- (a) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of \$1,000,000.
- (b) Comprehensive General Liability and Bodily Injury
 - Including Death: \$1,000,000 each person
\$1,000,000 each occurrence
 - Property Damage: \$1,000,000 each occurrence
\$1,000,000 aggregate
- (c) Comprehensive Automobile Liability, Bodily Injury
 - Including Death: \$1,000,000 each person
\$1,000,000 each occurrence
 - Property Damage: \$1,000,000 each accident
- (d) Owner's Protective Bodily Injury
 - Including Death: \$1,000,000 each person
\$1,000,000 each occurrence
 - Property Damage: \$1,000,000 each occurrence
\$1,000,000 aggregate

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

ARTICLE X

Equal Opportunity and Non-Discrimination

The Contractor will comply with all provisions of federal, state, and local codes, ordinances, and regulations governing the regulation of Equal Employment Opportunity and Non-Discrimination.

In the event that any or all of the provision(s) of this Article conflict with federal, state, or other local laws, ordinances, or regulations, then the requirements of such federal, state, or local laws, ordinances, or regulations shall prevail. Compliance with the foregoing provisions shall not relieve the Contractor from adherence to any and all additional requirements regarding

equal employment or non-discrimination set forth in such federal, state, or other local laws, ordinances, or regulations.

During the performance of this contract, the contractor, for itself, its assignees and successors, in interest (hereinafter referred to as the “contractor”) agrees, as follows:

1. Compliance with Regulations: The contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

Further, on any federal assisted contract, the Contractor and sub-contractor agree to comply with the Equal Employment Opportunity provisions cited in CFR 23, Subpart D – Construction Contract Equal Employment Opportunity Compliance Procedures, CFR 49 – Non-Discrimination in Federally-assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, E.E. 11246 and Title VII of the Civil Rights Act of 1964.

2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, income, limited English proficiency, sex, gender identity, sexual orientation, age or disability in the selection, retention, and treatment of subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contractor covers a program set for in Appendix B of the Regulations.
3. Solicitation for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor’s obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, income, limited English proficiency, sex, gender identity, sexual orientation, age or disability.
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department of the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession

of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a) Withholding payments to the contractor under the contract until the contractor complies and/or
 - b) Cancellation, termination or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The contractor shall include provisions of paragraphs (1) through (5) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE XI

Conflicts of Interest

The parties agree to abide by all applicable federal, state, and local laws, ordinances, and regulations relating to conflicts of interest. A detailed discussion of conflicts of interest can be found in Section 5.6 of the General Conditions of City-Contractor Agreement.

ARTICLE XII

The Work

The Contractor shall furnish all labor, materials, and equipment necessary to complete all activities within the project limits, as specified in the Contract Documents. The Scope of Work generally includes the removal and replacement of concrete street pavement, curbing, and sidewalks within the City. The Scope of Work provides for items as more specifically described in the attached Technical Specifications.

All work shall be completed to the satisfaction of the Director of Public Works for the City of Creve Coeur.

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

Item Number	Item	Unit	Contract Quantity	Contract Unit Price	Item Subtotal
502001A	CONCRETE PAVEMENT REMOVAL AND REPLACEMENT (8" THICK)	SY	11,700	\$ 50.00	\$ 585,000.00
502200A	CONCRETE PAVEMENT REMOVAL AND REPLACEMENT (8" THICK) - HIGH EARLY STRENGTH	SY	325	\$ 57.00	\$ 18,525.00
628001A	CONCRETE SLAB (10" THICK)	LS	1	\$ 5,625.00	\$ 5,625.00
608004A	CONCRETE SIDEWALK (4" THICK)	SY	1,175	\$ 49.20	\$ 57,810.00
608010A	ACCESSIBLE CURB RAMP (INCLUDES TRUNCATED DOMES)	EA	25	\$ 800.00	\$ 20,000.00
608100A	CONCRETE CUT-THROUGH (6" THICK) (INCLUDES TRUNCATED DOMES)	SY	25	\$ 175.00	\$ 4,375.00
608105A	CONCRETE DRIVEWAY (6" THICK)	SY	50	\$ 55.00	\$ 2,750.00
608110A	ASPHALT DRIVEWAY (3" TYPE 'C' MIX)	SY	45	\$ 57.00	\$ 2,565.00
608120A	ASPHALT DRIVEWAY (2" TYPE 'C' AND 4" TYPE 'X')	SY	110	\$ 72.00	\$ 7,920.00
609100A	VERTICAL CURB AND GUTTER (VARIOUS WIDTHS)	LF	30	\$ 28.00	\$ 840.00
609105A	ROLLED CURB AND GUTTER (VARIOUS WIDTHS)	LF	550	\$ 24.20	\$ 13,310.00
609110A	TYPE 'F' LOW PROFILE CURB	LF	655	\$ 30.00	\$ 19,650.00
609115A	VARIABLE HEIGHT CONCRETE CURB (DOWELED ON)	LF	625	\$ 12.00	\$ 7,500.00
604100A	ADJUST INLET/MANHOLE TO GRADE	EA	6	\$ 175.00	\$ 1,050.00
612100A	TRAFFIC CONTROL	LS	1	\$ 5,000.00	\$ 5,000.00
613000A	FULL DEPTH PAVEMENT REPAIR	SY	150	\$ 60.00	\$ 9,000.00
619000A	MOBILIZATION	LS	1	\$ 2,500.00	\$ 2,500.00
620100A	EPOXY PAVEMENT MARKINGS	LS	1	\$ 6,732.00	\$ 6,732.00
620200A	PAVEMENT MARKING REMOVALS	LS	1	\$ 1,400.00	\$ 1,400.00
903100A	SIGN REMOVAL AND RELOCATION	EA	3	\$ 50.00	\$ 150.00

CONTRACT SUM:	\$ 771,702.00
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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: _____

M&H CONCRETE CONTRACTORS, INC.

By: _____
Signature

Printed Name

Title

(SEAL)

Attest: _____

Date: _____



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: June 16, 2016

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works

FROM: Rich Beran, P.E., Civil Engineer

SUBJECT: Recommendation of Award
2016 Concrete Pavement Replacement Project

Competitive bids have been received and evaluated for the City's annual concrete pavement replacement project. City staff recommends pursuing a contract with M&H Concrete Contractors, Inc., based upon their past performance in the City and their low bid for the work.

Project Discussion

City staff developed the subject project as part of the City's annual pavement maintenance program. The subject project involves the work and streets listed below:

Concrete Pavement Replacement

Camfield Square Drive	Royal Manor Drive
Haverton Drive	Royalwood Court
Mariner's Pointe Drive	Sackston Woods Drive
Royalgate Drive	Turrentine Trail Drive

Concrete Pavement and Sidewalk Replacement

Carlyle Lake Drive	Conway Aire Drive
Old Ballas Road	

Concrete Pavement, Joint Repairs, and Sidewalk Replacement

Laduemont Drive

Sidewalk and Curb and Gutter Replacement

Winfield Pointe Lane

Curb and Curb and Gutter Replacement

Bal Harbour Lane	Chilton Lane
Balcon Estates	Park West Drive
Beaver Drive	

A map of the project roadways is attached.

The streets listed above were recommended for reconstruction in the staff presentation of the City's annual pavement maintenance program to the City Council at its work session on April 11, 2016 and again, summarized at the City Council meeting on May 9, 2016.

Advertisement

The City advertised the Invitation for Bids for the subject project in *The Countian* on May 24, 26, 31, and June 2, 2016 as well as on the City's website. Additionally, invitations for bids were sent to the contractors who have bid on the City's recent concrete projects.

Bid Results

Bids for the subject project were publicly opened and read on Thursday, June 16, 2016. A total of six (6) bids were received for the project. The competitiveness of the bids was excellent. The low bid for the work was also lower than staff had estimated. The bids are summarized below:

1. M&H Concrete Contractors.....\$ 771,702.00
2. J.M. Marschuetz Construction.\$ 775,596.25
3. Crafton Contracting\$ 857,767.50
4. Sweetens Concrete.\$ 940,939.50
5. E. Meier Contracting.....\$ 979,392.50
6. Amcon Municipal Concrete.....\$1,060,145.00

A copy of the bid results is attached. A mathematical error was found in the E. Meier bid as well as a discrepancy in the unit cost of one of the items in the Sweetens Concrete bid. Neither error impacted the order of the bids.

Project Financing

The proposed 2016 Concrete Pavement Replacement Project will be completed using capital improvement funds. Funding is available in the FY2017 budget in account #02-61-71-9510 under the Street and Sidewalk Improvements account. The budget for this year's concrete program is \$820,000.

Recommendation

Due to their low bid for the work and their successful completion of the City's annual concrete pavement replacement projects from 2010-2015 as well as the 2015 and 2016 Roadway Reconstruction Project, staff recommends awarding the contract to M&H Concrete Contractors, Inc. Staff expects the good performance from M&H Concrete to continue with the successful completion of the subject project.

The recommendation is to award the 2016 Concrete Pavement Replacement Project to the firm listed below for a total price of \$771,702.00.

M & H Concrete Contractors, Inc.
3151 Industrial Park Place West
St. Peters, MO 63376
(314) 379-9682

Attachments: Bid Tabulation
 Project Map

**BID TABULATION****2016 CONCRETE PAVEMENT REPLACEMENT PROJECT**

City of Creve Coeur, Missouri

Bids opened: 10:00 a.m. Thursday, June 16, 2016

Item Number	Item	Unit	Contract Quantity	M&H Concrete Contractors, Inc.		J.M. Marschuetz Construction		Crafton Contracting Co.	
				Unit Bid Price	Item Subtotal	Unit Bid Price	Item Subtotal	Unit Bid Price	Item Subtotal
502001A	CONCRETE PAVEMENT REMOVAL AND REPLACEMENT (8" THICK)	SY	11,700	\$ 50.00	\$ 585,000.00	\$ 50.00	\$ 585,000.00	\$ 50.75	\$ 593,775.00
502200A	CONCRETE PAVEMENT REMOVAL AND REPLACEMENT (8" THICK) - HIGH EARLY STRENGTH	SY	325	\$ 57.00	\$ 18,525.00	\$ 53.50	\$ 17,387.50	\$ 55.50	\$ 18,037.50
628001A	CONCRETE SLAB (10" THICK)	LS	1	\$ 5,625.00	\$ 5,625.00	\$ 5,900.00	\$ 5,900.00	\$ 7,200.00	\$ 7,200.00
608004A	CONCRETE SIDEWALK (4" THICK)	SY	1,175	\$ 49.20	\$ 57,810.00	\$ 48.50	\$ 56,987.50	\$ 54.00	\$ 63,450.00
608010A	ACCESSIBLE CURB RAMP (INCLUDES TRUNCATED DOMES)	EA	25	\$ 800.00	\$ 20,000.00	\$ 950.00	\$ 23,750.00	\$ 2,700.00	\$ 67,500.00
608100A	CONCRETE CUT-THROUGH (6" THICK) (INCLUDES TRUNCATED DOMES)	SY	25	\$ 175.00	\$ 4,375.00	\$ 55.00	\$ 1,375.00	\$ 135.00	\$ 3,375.00
608105A	CONCRETE DRIVEWAY (6" THICK)	SY	50	\$ 55.00	\$ 2,750.00	\$ 55.00	\$ 2,750.00	\$ 60.00	\$ 3,000.00
608110A	ASPHALT DRIVEWAY (3" TYPE 'C' MIX)	SY	45	\$ 57.00	\$ 2,565.00	\$ 48.50	\$ 2,182.50	\$ 52.00	\$ 2,340.00
608120A	ASPHALT DRIVEWAY (2" TYPE 'C' AND 4" TYPE 'X')	SY	110	\$ 72.00	\$ 7,920.00	\$ 70.00	\$ 7,700.00	\$ 52.00	\$ 5,720.00
609100A	VERTICAL CURB AND GUTTER (VARIOUS WIDTHS)	LF	30	\$ 28.00	\$ 840.00	\$ 27.00	\$ 810.00	\$ 30.00	\$ 900.00
609105A	ROLLED CURB AND GUTTER (VARIOUS WIDTHS)	LF	550	\$ 24.20	\$ 13,310.00	\$ 25.00	\$ 13,750.00	\$ 24.00	\$ 13,200.00
609110A	TYPE 'F' LOW PROFILE CURB	LF	655	\$ 30.00	\$ 19,650.00	\$ 23.00	\$ 15,065.00	\$ 24.00	\$ 15,720.00
609115A	VARIABLE HEIGHT CONCRETE CURB (DOWELED ON)	LF	625	\$ 12.00	\$ 7,500.00	\$ 10.75	\$ 6,718.75	\$ 24.00	\$ 15,000.00
604100A	ADJUST INLET/MANHOLE TO GRADE	EA	6	\$ 175.00	\$ 1,050.00	\$ 170.00	\$ 1,020.00	\$ 500.00	\$ 3,000.00
612100A	TRAFFIC CONTROL	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 4,500.00	\$ 4,500.00	\$ 5,800.00	\$ 5,800.00
613000A	FULL DEPTH PAVEMENT REPAIR	SY	150	\$ 60.00	\$ 9,000.00	\$ 61.50	\$ 9,225.00	\$ 84.00	\$ 12,600.00
619000A	MOBILIZATION	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 5,500.00	\$ 5,500.00	\$ 6,000.00	\$ 6,000.00
620100A	EPOXY PAVEMENT MARKINGS	LS	1	\$ 6,732.00	\$ 6,732.00	\$ 9,425.00	\$ 9,425.00	\$ 14,750.00	\$ 14,750.00
620200A	PAVEMENT MARKING REMOVALS	LS	1	\$ 1,400.00	\$ 1,400.00	\$ 6,100.00	\$ 6,100.00	\$ 5,500.00	\$ 5,500.00
903100A	SIGN REMOVAL AND RELOCATION	EA	3	\$ 50.00	\$ 150.00	\$ 150.00	\$ 450.00	\$ 300.00	\$ 900.00
Total Bid:				\$ 771,702.00		\$ 775,596.25		\$ 857,767.50	

 Denotes discrepancy between price written in words and numerals. Price written in words governs. Denotes calculation error. Corrected value shown.

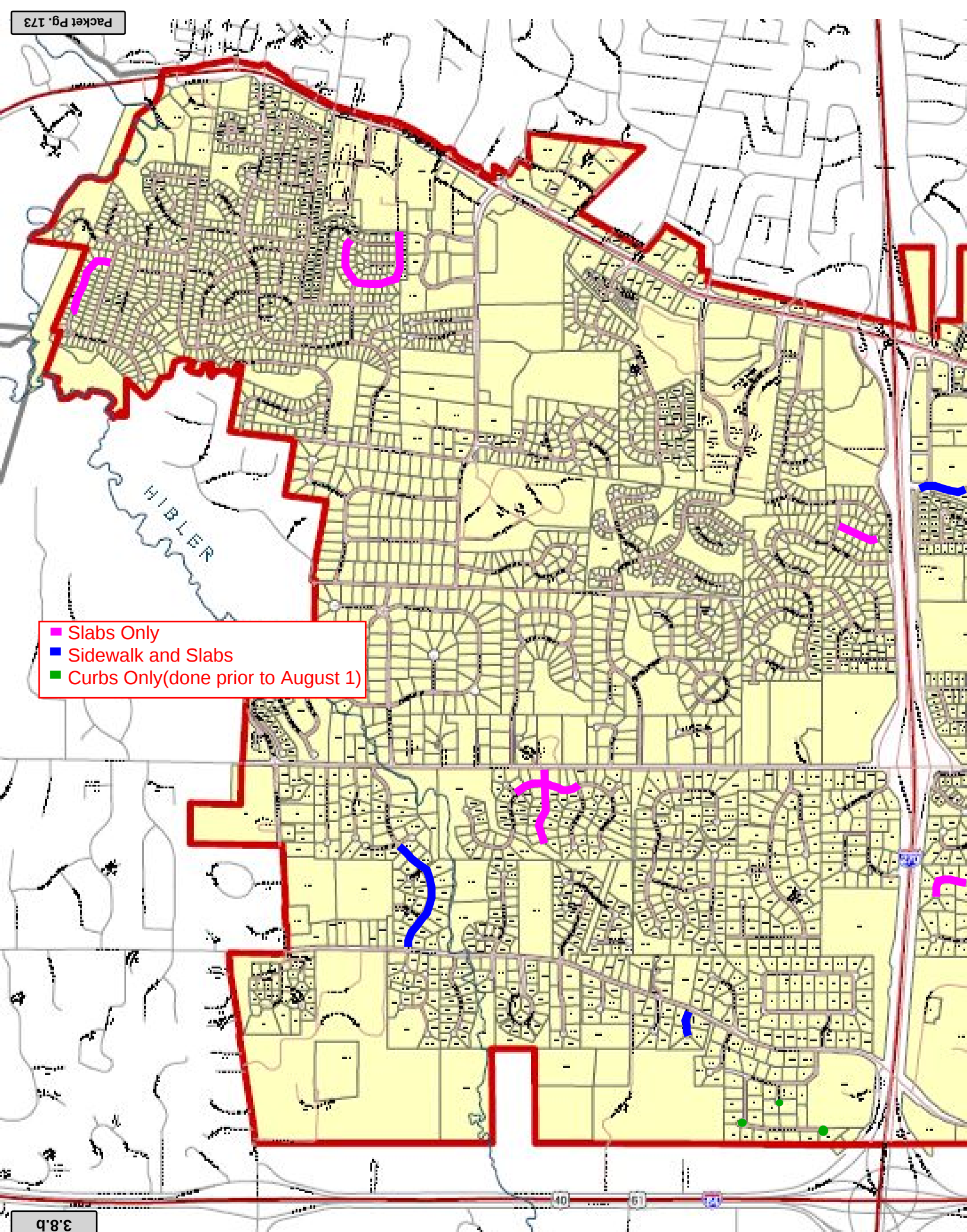
**BID TABULATION****2016 CONCRETE PAVEMENT REPLACEMENT PROJECT**

City of Creve Coeur, Missouri

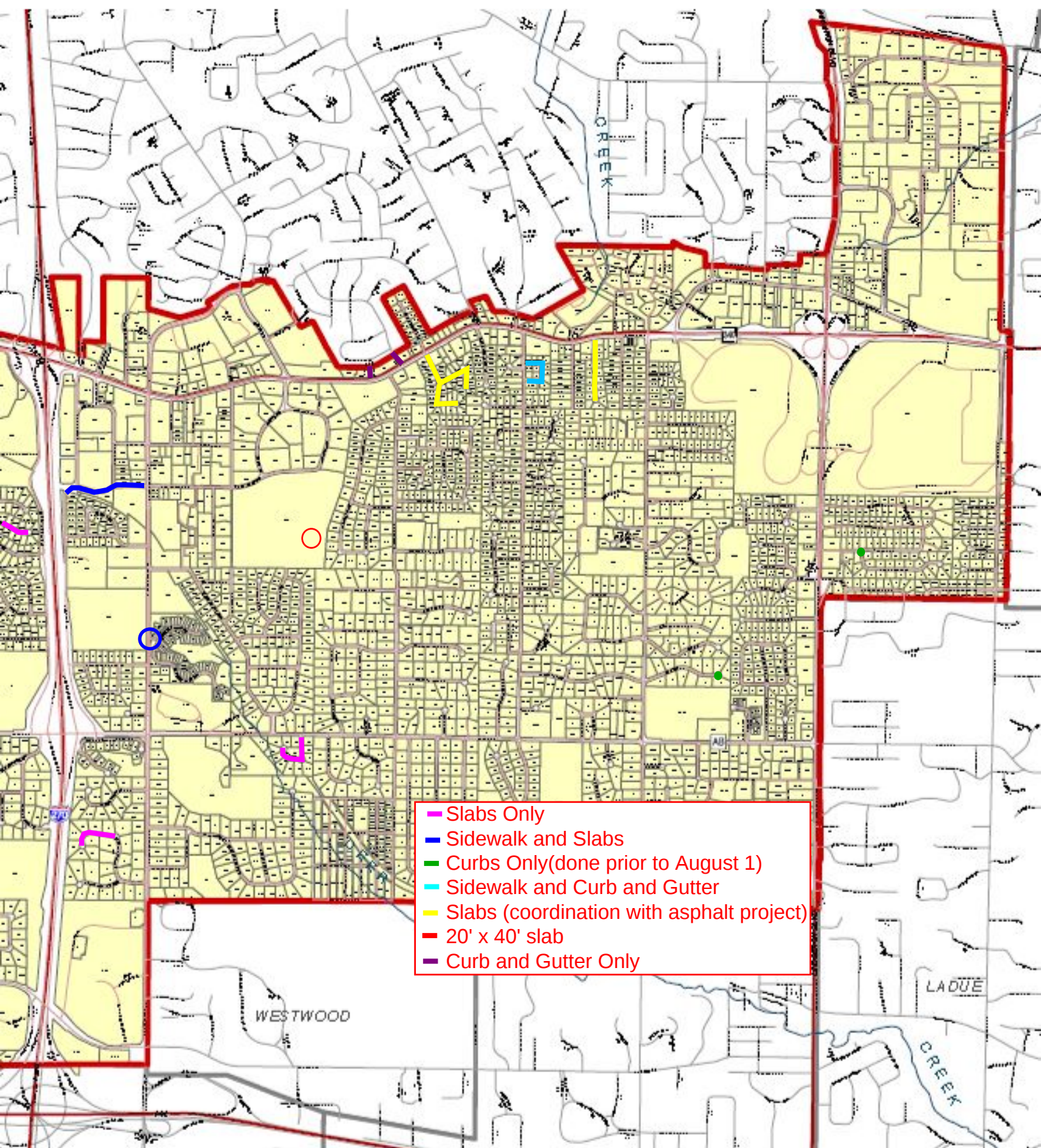
Bids opened: 10:00 a.m. Thursday, June 16, 2016

Item Number	Item	Unit	Contract Quantity	Sweetens Concrete		E. Meier Contracting		Amcon Municipal Concrete, LLC	
				Unit Bid Price	Item Subtotal	Unit Bid Price	Item Subtotal	Unit Bid Price	Item Subtotal
502001A	CONCRETE PAVEMENT REMOVAL AND REPLACEMENT (8" THICK)	SY	11,700	\$ 58.55	\$ 685,035.00	\$ 58.00	\$ 678,600.00	\$ 61.00	\$ 713,700.00
502200A	CONCRETE PAVEMENT REMOVAL AND REPLACEMENT (8" THICK) - HIGH EARLY STRENGTH	SY	325	\$ 62.80	\$ 20,410.00	\$ 75.00	\$ 24,375.00	\$ 65.00	\$ 21,125.00
628001A	CONCRETE SLAB (10" THICK)	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 10,750.00	\$ 10,750.00	\$ 11,000.00	\$ 11,000.00
608004A	CONCRETE SIDEWALK (4" THICK)	SY	1,175	\$ 58.00	\$ 68,150.00	\$ 62.10	\$ 72,967.50	\$ 65.00	\$ 76,375.00
608010A	ACCESSIBLE CURB RAMP (INCLUDES TRUNCATED DOMES)	EA	25	\$ 1,500.00	\$ 37,500.00	\$ 2,000.00	\$ 50,000.00	\$ 2,600.00	\$ 65,000.00
608100A	CONCRETE CUT-THROUGH (6" THICK) (INCLUDES TRUNCATED DOMES)	SY	25	\$ 110.00	\$ 2,750.00	\$ 290.00	\$ 7,250.00	\$ 120.00	\$ 3,000.00
608105A	CONCRETE DRIVEWAY (6" THICK)	SY	50	\$ 67.50	\$ 3,375.00	\$ 65.00	\$ 3,250.00	\$ 70.00	\$ 3,500.00
608110A	ASPHALT DRIVEWAY (3" TYPE 'C' MIX)	SY	45	\$ 60.00	\$ 2,700.00	\$ 50.00	\$ 2,250.00	\$ 50.00	\$ 2,250.00
608120A	ASPHALT DRIVEWAY (2" TYPE 'C' AND 4" TYPE 'X')	SY	110	\$ 70.00	\$ 7,700.00	\$ 60.00	\$ 6,600.00	\$ 72.00	\$ 7,920.00
609100A	VERTICAL CURB AND GUTTER (VARIOUS WIDTHS)	LF	30	\$ 44.00	\$ 1,320.00	\$ 40.00	\$ 1,200.00	\$ 55.00	\$ 1,650.00
609105A	ROLLED CURB AND GUTTER (VARIOUS WIDTHS)	LF	550	\$ 34.50	\$ 18,975.00	\$ 35.00	\$ 19,250.00	\$ 55.00	\$ 30,250.00
609110A	TYPE 'F' LOW PROFILE CURB	LF	655	\$ 34.50	\$ 22,597.50	\$ 35.00	\$ 22,925.00	\$ 55.00	\$ 36,025.00
609115A	VARIABLE HEIGHT CONCRETE CURB (DOWELED ON)	LF	625	\$ 22.00	\$ 13,750.00	\$ 25.00	\$ 15,625.00	\$ 12.00	\$ 7,500.00
604100A	ADJUST INLET/MANHOLE TO GRADE	EA	6	\$ 275.00	\$ 1,650.00	\$ 350.00	\$ 2,100.00	\$ 500.00	\$ 3,000.00
612100A	TRAFFIC CONTROL	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 15,000.00	\$ 15,000.00	\$ 31,000.00	\$ 31,000.00
613000A	FULL DEPTH PAVEMENT REPAIR	SY	150	\$ 75.00	\$ 11,250.00	\$ 85.00	\$ 12,750.00	\$ 137.00	\$ 20,550.00
619000A	MOBILIZATION	LS	1	\$ 26,477.00	\$ 26,477.00	\$ 23,000.00	\$ 23,000.00	\$ 10,000.00	\$ 10,000.00
620100A	EPOXY PAVEMENT MARKINGS	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 8,000.00	\$ 8,000.00	\$ 9,400.00	\$ 9,400.00
620200A	PAVEMENT MARKING REMOVALS	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 6,000.00	\$ 6,000.00
903100A	SIGN REMOVAL AND RELOCATION	EA	3	\$ 600.00	\$ 1,800.00	\$ 500.00	\$ 1,500.00	\$ 300.00	\$ 900.00
Total Bid:				\$ 940,939.50		\$ 979,392.50		\$ 1,060,145.00	

 Denotes discrepancy between price written in words and numerals. Price written in words governs. Denotes calculation error. Corrected value shown.



- Slabs Only
- Sidewalk and Slabs
- Curbs Only(done prior to August 1)





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

Meeting: 06/27/16 07:00 PM
Department: Public Works Department
Category: Agreement
Prepared By: Jim Heines
Department Head: Jim Heines

SCHEDULED

RESOLUTION

Resolution No. 1227 - a Resolution of the City Council of the City of Creve Coeur, Missouri, to Accept the Proposal from Excel Temporary Service to Supply Temporary Staffing on an as Needed Basis to the City of Creve Coeur for Leaf Collection and Other Labor Services for Up to a Three-Year Period.

Approval of the attached resolution will allow staff to obtain temporary worker services from Excel Temporary Service for additional labor to maintain roads and parks, and assistance during the leaf collection program.

Resolution

Meeting of June 27, 2016

RESOLUTION NO. 1227

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, TO ACCEPT THE PROPOSAL FROM EXCEL TEMPORARY SERVICE TO SUPPLY TEMPORARY STAFFING ON AN AS NEEDED BASIS TO THE CITY OF CREVE COEUR FOR LEAF COLLECTION AND OTHER LABOR SERVICES FOR UP TO A THREE-YEAR PERIOD.

WHEREAS, the City Council of the City of Creve Coeur has dedicated funding for temporary workers to assist full time employees with leaf and limb collection services as well as other labor as needed; and

WHEREAS, the City has identified these services to be an important component of providing these key services to the residents of Creve Coeur; and

WHEREAS, the City has previously bid the supply of the necessary labor force therefore meeting the terms of the City's purchasing policy

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

Section 1: The proposal from Excel Temporary Service to supply temporary staffing is hereby approved. The City Administrator is authorized to approve a three-year agreement following the terms identified in the Temporary Staffing Services Bid manual dated May 2016. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the Agreement.

Section 2: This Resolution shall take effect upon approval.

Adopted this 27th day of June, 2016.

Barry Glantz, Mayor

Attest:

Deborah Ryan, MPCC
City Clerk

"EXHIBIT A"**HOURLY RATE PROPOSAL**

JOB TITLE	HOURLY RATE RANGE
1. Maintenance Worker Wage	\$10.00 - \$13.50
2. Percent (%) of hourly rate charged by contractor to provide temporary workers to the City.	42%

Hourly Rate Range: Generally, temporary employees shall be paid at the minimum hourly rate unless his/her qualifications are such that it is to the City's advantage to offer a higher starting pay within the range. The City reserves the right to request personnel at an advanced rate based upon years of experience and skill qualifications.

NOTES:

- Typically the City will request up to three (3) temporary employees to work from March through December each year. During the peak leaf collection season (November-December), the City may request up to ten (10) additional temporary employees to assist with raking and vacuuming leaves from the curblane throughout the residential areas in the City.
- Do you provide benefits to your workers (Health Insurance, Vacation Pay, Holiday Pay, etc.)
Holiday and vacation time offered after one year of employment
- From time to time, the city may require temporary workers to provide other services such as: golf course maintenance workers, office workers, data entry, customer service, etc. Does your company provide workers for these types of service?
Our services are supplied to all industries and positions

Submitted By: Excel Temporary Service
Company (Affix Corporate Seal)

Accepted By the City of Creve Coeur

Jamie Reeves

Name

Mark C. Perkins

Branch Manager

Title

City Administrator

10620 Page Ave

Address

St Louis, MO 63132

City

State

Zip

James H. Heines

314890 9606 314 890 9686

Phone No.

Fax No.

Director of Public Works



DEPARTMENT OF COMMUNITY DEVELOPMENT OFFICE MEMO

DATE: June 21, 2016

TO: Mark Perkins, City Administrator

FROM: Jim Heines, Director of Public Works

SUBJECT: Temporary Staffing Services Agreement

Recently, Public Works staff issued a Request For Proposal (RFP) for temporary staffing services. The RFP outlined a three year contract renewed in one year terms with a 30-day termination clause. These temporary employees are used to augment our work force primarily during the fall leaf season. During the peak of leaf collection season we may use as many as 14-16 temporary employees.

Public Works also uses temporary staffing to add 3 additional seasonal employees to our normal work force between March and December each year. These seasonal employees provide labor for park maintenance, road repairs, leaf and limb collection, as well as other tasks. In addition, one of the seasonal employees is our part time mechanic who provides maintenance to our fleet.

Each year, the city budgets approximately \$125,000 to provide temporary staffing and seasonal employees to assist our full-time staff to provide services to the resident of Creve Coeur. By issuing a RFP and entering into an agreement with a temporary staffing agency, we are able to lock in an hourly rate to acquire the additional labor needed during the year.

In May 2016, Public Works staff posted the RFP document on the bid page of the city website and contacted nine (9) agencies who provide temporary staffing to notify them that the RFP was available on our website. Although we received several calls from perspective bidders requesting that we remove the insurances and liability clauses in the RFP we received only one sealed bid response on Friday, June 10, 2016.

Although only one bid was received from Excel Temporary Services, the proposed cost to provide workers to the city is very similar to our current contract with Employment Staffing Group's (ESG). Currently the city pays a 42% mark up for P&O for ESG to provide temporary workers for our 3 March thru December workers in a wage range of \$11.25 to \$13.50 per hour, and 50% mark up for the \$10.00 per hour leaf collection laborers. Excel Temporary Services has proposed a 42% mark up for all positions in a wage range from \$10.00 to \$13.50 per hour. This being the case, the recommended contract with Excel Temporary Services will cost less than the current contract with ESG.

When preparing to check references, it was brought to our attention that Excel Temporary Services provides temporary workers to MoDOT and Mike Fogg, our Operations Superintendent has first-hand experience with this company. He used Excel Temporary Services when he was the Ballas Shed Supervisor and was pleased with their performance and ability to provide quality workers.

Although only one bid was received for temporary staffing services Public Works staff recommends entering into an agreement with Excel Temporary Services located at 525 S. Main St., Suite C, St. Claire, MO 63077 for the following reasons:

- Nine companies were contacted and invited to submit proposals, as well as advertising on the city's website. Several firms contacted the city requesting to eliminate insurance and liability requirements which is not possible. We consider the remaining eight companies to be a "No Bid" response.
- The proposal from Excel Temporary Services is a lower cost than the city's current contract with ESG.
- Mike Fogg has had personal experience with Excel Temporary Services when he was employed by MoDOT and was pleased with their service.

Please be aware that this agreement will not provide exclusive rights to Excel Temporary Services for providing temporary staffing to the City of Creve Coeur. In the event they cannot fulfill the staffing needs of the city, we will be able to obtain these services from other staffing agencies as well to meet the needs of the city.



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

Meeting: 06/27/16 07:00 PM
Department: Finance Department
Category: New Business
Prepared By: Sherry Hall
Department Head: Dan Smith

SCHEDULED

RESOLUTION

Resolution No. 1228 - a Resolution Authorizing the Purchase of Insurance Coverages for the Year Beginning July 1, 2017

The resolution authorizes annual purchase of property, casualty, liability, worker's compensation, and health insurance.

RESOLUTION NO. 1228**A RESOLUTION AUTHORIZING THE PURCHASE OF INSURANCE COVERAGES
FOR THE YEAR BEGINNING JULY 1, 2017**

WHEREAS, The City annually purchases property, casualty and workers' compensation insurance to protect the City financially against loss due to damage and destruction of city property and liability claims, and;

WHEREAS, The City annually purchases health insurance coverage for its employees and certain retirees, and;

WHEREAS, purchasing these insurances either directly from the St. Louis Area Insurance Trust (SLAIT) or through the Trust in conjunction with the other members allows the City to obtain competitive rates for insurance coverages by being a part of a large consortium;

WHEREAS, the City's insurance coverages terminate on June 30, 2016.

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

SECTION 1: Authorization is hereby granted to enter into an agreement to purchase the following insurance coverage's from the St. Louis Insurance Trust (SLAIT) at the estimated cost as follows:

1. Worker's Compensation	\$212,860
2. General Police and Auto Liability	<u>77,160</u>
Total	\$290,020

SECTION 2: Authorization is hereby granted to enter into an agreement to purchase the following insurance coverages from CHUBB Insurance Group at the estimated costs as follows:

1. Property and Auto Property Coverage (including earthquake and terrorism)	\$60,747
--	----------

SECTION 3: Authorization is hereby granted to enter into an agreement to purchase the following insurance coverage from Darwin Select Insurance Company at the estimated cost as follows:

1. Public Officials Liability Insurance	\$31,728
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SECTION 4: Authorization is hereby granted to enter into an agreement with SLAIT through Anthem Blue Cross/Blue Shield as the 3rd party administrator to purchase the City's health care insurance for the budget year of FY 2017 at the monthly premiums as outlined in attachment "A".

Adopted this 27th day of June, 2016.

 Barry L. Glantz

Resolution

Meeting of June 27, 2016

Mayor

ATTEST:

Deborah Ryan, MPCC
City Clerk



MEMORANDUM

DATE: June 20, 2016

TO: Mark Perkins, City Administrator

FROM: Daniel N. Smith, Director of Finance

SUBJECT: Insurance Coverage for FY 2017

The city's primary insurance coverages expire at midnight on June 30, 2016. These include: Auto-physical damage and Property, General, Police and Auto Liability, Workers' Compensation, Public Officials Liability and others. In addition, health insurance coverage expires at the same time.

For many years the city has received its coverages from two sources:

1. St. Louis Area Insurance Trust (SLAIT) – this is a self-insured trust of 26 municipalities in St. Louis that provides coverages for Workers' Compensation; General, Police, Auto Liability and Health Insurance (12 municipalities).
2. Daniel & Henry Insurance Brokers – Daniel & Henry are the administrators for the SLAIT group. They also broker insurance coverage not provided by SLAIT for the members. This is done by soliciting proposals from various insurance companies to provide these coverages to the group. Since the same company provides the coverage to all members of the group the members receive preferential pricing due to the larger premium base. The additional coverage's provided through Daniel & Henry includes Property, Auto-physical damage (Chubb) and Public Officials Liability coverage's (Darwin).

The coverages for property have been updated to reflect the updated building values and an updated auto listing. The coverages and deductibles are same as last year. The Public Officials Liability insurance provides the standard Public Officials and Employers Liability coverage to the city. The coverage covers legal fees and judgments resulting from the acts of a public official (including employees) or an employer. There are some exemptions to this coverage. Some of the major ones include:

1. Defense costs and judgments resulting from illegal activity if found guilty.
2. Punitive damages.
3. Officials of certain public agencies such as utilities and airports.
4. Intentional torts.
5. Inverse Condemnation.

Below is a table comparing the proposed FY 2017 premiums, as you can see the premiums increased significantly in FY 2017. This increase was totally due to a significant increase in Workers' Compensation insurance which increased 25% for FY 2017. The city suffered an unusual amount of claims for FY 2015. Claims for that year totaled over \$195,000. As a result our experience modification increased 18% for FY 2017. Based on current figures it appears our claims have returned to normal so far in FY 2016. If this trend continues premiums should be reduced in the future. Premiums for the other coverages either decreased or remained the same.

Insurance Coverage for FY 2017
June 20, 2016

Coverage	FY 2017 Premium	FY 2016 Premium	\$ Increase (Decrease)	% Increase (Decrease)	Coverage and (Deductibles)
Workers Compensation	\$ 212,860	\$ 171,448	\$ 41,412	24.5%	Per State Law
General, Police, Auto Liability	77,160	84,595	(7,435)	(.09%)	\$3,000,000 per Occurrence and \$7,500,000 Aggregate (2500 Law Enforcement) (500 Gen. Liability)
Property & Auto Property*	60,747	63,945	(3,198)	(.05%)	Value of Property (\$2,500-Vehicle) (\$1,000-Property)
Public Official Liability	31,728	31,728	0	0	\$2,000,000 per Occurrence Aggregate (\$10,000-Public Officials) (\$10,000 Employer)
TOTAL	\$ 382,495	\$ 351,716	\$ 30,779	8.896	

*Includes earthquake coverage.

Based on these numbers, staff recommends approval of the attached resolution authorizing purchase of insurance coverage for FY 2017. Please also note the attached memo from SLAIT which provides information on the FY 2016 health insurance premiums which increased slightly over FY 2016.

I would be pleased to answer any questions you may have.

Attachment A**New Monthly Health Insurance Premiums Effective July 1, 2016:**

<i>7/1/16 - 6/30/17</i>	Anthem BCBS Monthly Premium Rates			
	Individual	Employee & Spouse	Employee & Child(ren)	Family
Total Premium:	\$541.30	\$1,136.77	\$1,028.51	\$1,569.81
City Contribution:	\$460.10	\$936.48	\$849.87	\$1,282.91
Employee Contribution:	\$81.20	\$200.29	\$178.64	\$286.90

ST. LOUIS AREA INSURANCE TRUST

A Self-Insurance Pool

Memorandum

TO: SLAIT Health Program Members

FROM: Steve Wicker *Steve*

DATE: April 13, 2016

SUBJECT: 2016-2017 Health Rates

At its meeting of April 7, 2016, the SLAIT Board of Directors adopted rates for the 2016-2017 Health Plan policy year.

Claims results for the seventh year of the SLAIT health program have been slightly worse than expected. As of March 31, 2016, claims for 2015-2016 have been approximately 103% of expected. As a result, additional premium is required and an overall 4.5% rate increase for 2016-2017 was adopted.

As has been done the past four years, the rate increases by member adopted by the Board for the 2016-2017 policy year were developed with the idea of rewarding the best performers, while still maintaining the "one group" characteristics of the plan. To insure that the middle performers were a large number of members, it included all members with loss ratios between 80% and 120% of the group average of 81% for the period July, 2013 through February, 2016. This meant all members with plan loss ratios between 65% and 97%. This left five members in the group of best performers and three members in the worst performing group. The by-member rate increases are attached to this memo.

Relative to the Affordable Care Act (ACA), the reinsurance fee of \$2.25 per month per participant continues for the rest of the 2016 calendar year. Under current law, the fee will phase out completely in 2017. Thus, we will discontinue collecting the fee beginning with your January, 2017 invoice.

Finally, relative to costs, the SLAIT Board has voted to make the first distribution of prior years' surplus from the Health Plan in the amount of \$1 million. The distribution will be made on a pro-rata basis from the 2009-2010 and 2010-2011 policy years to members that participated in the Plan during those years and which are still members when the distribution is made in August or September of 2016. For many members, this distribution will essentially offset the premium increase for 2016-2017. A by-member accounting of the distribution is shown on the attached worksheet.

As “medical inflation” continues to run at approximately 1% per month, no rate change last year, a 4.5% rate increase this year, and the return of \$1 million in surplus are all excellent indicators of the success of the SLAIT Health Plan. Remember, SLAIT is spending less than 10% of premium on administrative expenses and thus the group’s premium and results are based almost entirely on claims experience. For your information, attached is a history of SLAIT rate and plan changes since inception. There will be no plan changes for the 2016-2017 policy year.

If you have any questions about any of this information, please feel free to contact me at 314-444-1937 or wickers@danielandhenry.com.

**SLAIT Health Plan
2016-2017 Rate Changes**

City	Loss Ratio * July 2013-February 2016	Current Estimated Annual Premium	Rate Change	Renewal Estimated Annual Premium
WCDC	24%	\$85,000	2.5%	\$87,125
St. Ann	40%	\$850,000	2.5%	\$871,250
Ferguson	61%	\$1,650,000	2.5%	\$1,691,250
Frontenac	62%	\$625,000	2.5%	\$640,625
Olivette	64%	\$775,000	2.5%	\$794,375
Totals		\$3,985,000		\$4,084,625
ECDC	90%	\$220,000	4.5%	\$229,900
Chesterfield	70%	\$2,050,000	4.5%	\$2,142,250
Maryland Heights	76%	\$2,220,000	4.5%	\$2,319,900
Richmond Heights	75%	\$1,340,000	4.5%	\$1,400,300
Creve Coeur	71%	\$1,540,000	4.5%	\$1,609,300
Brentwood	83%	\$1,140,000	4.5%	\$1,191,300
Ballwin	94%	\$1,380,000	4.5%	\$1,442,100
University City	91%	\$2,760,000	4.5%	\$2,884,200
Lake St. Louis	71%	\$1,030,000	4.5%	\$1,076,350
Rock Hill	71%	\$420,000	4.5%	\$438,900
Town & Country	97%	\$340,000	4.5%	\$355,300
Totals		\$14,440,000		\$15,089,800
Clayton	102%	\$1,660,000	6.5%	\$1,767,900
Des Peres	110%	\$1,240,000	6.5%	\$1,320,600
Maplewood	108%	\$1,080,000	6.5%	\$1,150,200
Totals		\$3,980,000		\$4,238,700
Total		\$22,405,000		\$23,413,125

* Excludes amounts in excess of individual stop loss.

**SLAIT SURPLUS DISTRIBUTION
HEALTH PREMIUMS**

	2009-2010 HEALTH PREMIUM	% OF TOTAL	2009-2010 HEALTH DISTRIBUTION	2010-2011 HEALTH PREMIUM	% OF TOTAL	2010-2011 HEALTH DISTRIBUTION	TOTAL DISTRIBUTION
1 Ballwin	1,021,311.65	7.29%	\$27,581	1,114,047.94	7.28%	\$45,299	72,880
2 Brentwood	924,375.31	6.60%	\$24,964	1,030,900.27	6.74%	\$41,918	66,882
3 Chesterfield	1,464,961.38	10.46%	\$39,563	1,588,182.70	10.39%	\$64,578	104,141
4 Clayton & CRSWC	1,295,645.96	9.25%	\$34,990	1,495,680.18	9.78%	\$60,817	95,807
5 Creve Coeur	1,105,774.44	7.90%	\$29,862	1,176,425.10	7.69%	\$47,835	77,698
6 Des Peres	886,121.72	6.33%	\$23,931	973,868.79	6.37%	\$39,599	63,530
7 ECDC	69,315.69	0.49%	\$1,872	138,110.16	0.90%	\$5,616	7,488
8 Ferguson							
9 Frontenac	526,360.17	3.76%	\$14,215	507,285.42	3.32%	\$20,627	34,842
10 Lake St. Louis							
11 Manchester							
12 Maplewood	682,670.89	4.88%	\$18,436	798,037.23	5.22%	\$32,449	50,886
13 Maryland Heights	1,727,766.12	12.34%	\$46,660	1,889,903.57	12.36%	\$76,846	123,506
14 Olivette	706,035.99	5.04%	\$19,067	782,202.95	5.11%	\$31,806	50,873
15 Richmond Heights	1,109,454.08	7.92%	\$29,962	1,087,132.60	7.11%	\$44,204	74,166
16 Rock Hill	272,058.21	1.94%	\$7,347	284,622.70	1.86%	\$11,573	18,920
17 St. Ann							
18 Town & Country							
19 University City	2,211,505.40	15.79%	\$59,724	2,393,493.40	15.65%	\$97,323	157,047
20 WDCD				32,836.64	0.21%	\$1,335	1,335
	14,003,357.01	100.00%	\$378,174	15,292,729.65	100.00%	\$621,826	1,000,000

History of SLAIT Health Rate Increases – As of July 1, 2016

1) **For 2010-2011 Policy Year**

- 10% rate increase
- Plan changes equal to 6% reduction in estimated losses
- Pharmacy co-pay increase from \$8/25/40 to \$10/35/60, (3% reduction)
- Office visit co-pay increase from \$20/20 to \$20/40, (2% reduction)
- ER co-pay from \$100 to \$200 (1% reduction)

2) **For 2011-2012 Policy Year**

- 7.5% rate increase
- Plan changes equal to 1.5% reduction in estimated losses
- Office visit co-pay increase \$20/40 to \$25/40 (1% reduction)
- ER co-pay from \$200 to \$250 (.5% reduction)

*\$0 deductible plan eliminated
Maplewood & University City move to \$250*

3) **For 2012-2013 Policy Year**

- Primary Increase 4%
- Varied among members – Range = 1% to 9%

No Plan Changes

4) **For 2013-2014 Policy Year**

- Primary Increase 5.6%
- Varied among members – Range = 3% to 11%
- ACA Reinsurance Fee effective 1/1/14

No Plan Changes

5) **For 2014-2015 Policy Year**

- Overall Increase 4.8%
- Varied among members – Range = 1.8% to 7.8%
- Maximum out-of-pocket increased by \$1,500/\$3,000 as ACA requires medical co-pays be included

6) **For 2015-2016 Policy Year**

- Overall Increase = 0
- Range = -3% to 3%
- Maximum out-of-pocket increased by \$1,000/\$2,000 as ACA requires prescription drug co-pays be included



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

Meeting: 06/27/16 07:00 PM
Department: Public Works Department
Category: Grant
Prepared By: Matt Wohlberg
Department Head: Jim Heines

SCHEDULED

RESOLUTION

Resolution No. 1229 - a Resolution of the City Council of the City of Creve Coeur, Missouri Authorizing the Execution of an Agreement with St. Louis County Regarding a Community Development Block Grant for Accessibility Improvements to the City's Public Pedestrian Facilities.

The City is eligible for an annual grant of \$20,000 through the Community Development Block Grant (CDBG) program. These funds are issued for the purpose of improving the City's facilities and programs for disadvantaged populations. City staff recommends that the City Council authorize the pursuit and execution of the current grant so that improvements can be made to the City's pedestrian network.

RESOLUTION NO. 1229

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH ST. LOUIS COUNTY REGARDING A COMMUNITY DEVELOPMENT BLOCK GRANT FOR ACCESSIBILITY IMPROVEMENTS TO THE CITY'S PUBLIC PEDESTRIAN FACILITIES.

WHEREAS, a Community Development Block Grant (CDBG) is offered to municipalities to improve pedestrian facilities;

WHEREAS, the City Council of the City of Creve Coeur recognizes a need for improvements to the pedestrian facilities throughout the City, particularly those that serve identified disadvantaged communities;

WHEREAS, a public forum was held at 6:00 pm, Monday, June 13, 2016, at the Creve Coeur Government Center to discuss potential projects;

WHEREAS, all persons will benefit from said improvements;

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

1. An application shall be made under the CDBG Grant for a grant-in-aid to assist with some or all of the cost to provide accessibility improvements to public infrastructure in the City of Creve Coeur.
2. The Creve Coeur City Council hereby authorizes the execution of the necessary documents for submitting the project proposal application for a grant-in-aid under the CDBG Grant Commission.
3. If a grant is awarded, the City of Creve Coeur will enter into an agreement or contract with the Commission regarding said grant.
4. The project proposal described herein shall be prepared, bid, and constructed, and the cost of the project shall be submitted to the CDBG Grant Commission for reimbursement upon completion of the work.

Adopted this 27th day of June 2016.

Barry Glantz
Mayor

Attest:

Resolution

Meeting of June 27, 2016

Deborah Ryan, MPCC
City Clerk



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: June 20, 2016

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works

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

SUBJECT: Recommendation for Approval
2016 Community Development Block Grant Application

City staff recommends that the City pursue a Community Development Block Grant (CDBG) to add audio pedestrian signal (APS) equipment and to make associated accessibility improvements for the following intersections:

- North New Ballas Road at Studt Avenue
- Ladue Road at Spoede Road

The APS equipment has become part of the accessibility standard for a signalized intersection. These devices provide audio and vibratory signals to pedestrians to indicate when it is appropriate to cross an intersection. Once the button is pushed, the signal will state which street is appropriate to cross and will “chirp” to indicate when crossing is safe.

North New Ballas at Old Ballas. The CDBG project that will be completed later in 2016 will install APS equipment at the intersection of North New Ballas Road at Old Ballas Road, following a request from a legally blind resident in the area. Installing the APS equipment at the intersection of North New Ballas Road and Studt Avenue will continue these improvements north. Because this will be an upgrade to a relatively new signal, there are only minor revisions anticipated to several of the curb ramps.

Ladue at Spoede. Similar devices were installed along Ladue Road as part of the 2013 sidewalk project there. That project extended from Coeur de Ville to Graeser Road. Installing the APS equipment at the intersection of Ladue Road and Spoede Road will mean that all of the City’s signals along Ladue Road have this equipment. No additional work is anticipated at this intersection.

City staff visited each of these intersections and found deficiencies. Staff finds that the addition of audio pedestrian signals will be appropriate at these intersections.

Grant Summary

The City of Creve Coeur is eligible for \$20,000 in grant assistance each year through the CDBG program. These funds are to be used to serve disadvantaged populations, including the disabled, and can be used to make accessibility improvements to remove barriers to access.

Recent grants have been used for accessibility improvements to the Dielmann Recreation Complex and the intersection of Town & Four Drive and Town & Four Parkway. APS signal

upgrades, similar to those that are proposed, will be made to the intersections of Olive Boulevard with Tempo Drive and North New Ballas Road with Old Ballas Road later this year through the current CDBG project.

The application that staff recommends today is for funding that should become available in the summer or fall of 2017.

Public Hearing

City staff hosted a public meeting in the Community Development/Public Works Conference Room at 6:00 pm on Monday, June 13, 2016, to discuss the planned improvements and to hear suggestions for other uses for the funding. Even though the meeting was advertised in the City's newsletter, no residents attended the meeting. The meeting adjourned at approximately 6:25 pm due to lack of attendance.

Recommendation

Staff recommends that the City Council endorse the pursuit of grant funding through the CDBG program in order to improve pedestrian accessibility within the City.