



**REGULAR MEETING
AGENDA
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
JULY 11, 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 June 27, 2016

BILLS PAYABLE REPORT

For Information Only

Summary: Attached is a bills payable listing dated July 7, 2016 in the amount of \$85,844.39 for Council review. No vote is required.

UNFINISHED BUSINESS

2. 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. Final Reading and Passage

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.



**AGENDA
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
JULY 11, 2016
7:00 PM**

NEW BUSINESS

- 3. Resolution No. 1230 - A Resolution of the City Council of the City of Creve Coeur, Missouri Authorizing the Execution of an Agreement with the City of Chesterfield, Under the Cooperative Salt Program, for Purchasing 1400 Tons of Salt for an Amount of \$68,922.00.**

Summary: Staff recommends purchasing 1400 tons of de-icing salt from the Salt Co-op to stock pile for use to fight winter storms this coming winter.

- 4. Resolution No. 1231 - A Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Execution of a Contract with Spencer Contracting Company, for Asphalt Pavement Resurfacing Related to the Street Repair Program for the 2017 Fiscal Year for \$267,909.50.**

Summary: City staff recommends awarding the 2016 Asphalt Pavement Resurfacing Project contract to Spencer Contracting Company due to their low bid for the work as well as their successful completion of the City's annual asphalt pavement resurfacing project from 2015.

- 5. Resolution No. 1232 - A Resolution Authorizing the City of Creve Coeur to Purchase Two New Ford Police Interceptor Utility AWD Vehicles from Lou Fusz Ford for the Total Amount of \$57,436.00.**

Summary: In an effort to be fiscally responsible, maximize the effectiveness of our patrol fleet and provide safe and effective police equipment to our employees, the Police Department has been utilizing a schedule of replacing vehicles in the patrol fleet that have reached a certain mileage or age. The Chief recommends purchase of two (2) new Ford Interceptor AWD vehicles in the amount of \$57,436 as replacements for traffic unit 2413 (2011 Ford Crown Victoria) and command vehicle 2422 (2010 Chevrolet Tahoe).

- 6. Resolution No. 1233 - A Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Execution of the First Amendment to PCS Site Agreement with STC Five LLC, Successor in Interest to Sprint Spectrum LP, Regarding the Wireless Communication Tower at the Dielmann Recreation Complex.**

Summary: This resolution provides for an extension of the current lease for the wireless communication tower located on the Dielmann Recreation Complex property.

BUSINESS FROM MAYOR AND CITY COUNCIL

- 7. Council Liaison Reports**

BUSINESS FROM CITY ADMINISTRATOR

- 8. Suggestions for Improving Our Current Deer Mitigation Ordinance**



**AGENDA
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
JULY 11, 2016
7:00 PM**

Summary: The Police Dept has identified three changes that can be considered in order to increase interest in participation in the deer mitigation program: permitting crossbows, allowing exceptions to the one acre minimum restriction and reducing the insurance requirement to \$1 million.

9. Police Station Planning Update

Summary: Staff will provide an update on various aspects of the Police Station project.

10. Artist-Designed Street Banner Art Opening and Show

Summary: The Creve Coeur Arts Committee is planning an art opening and show for the artist-designed street banners which will be displayed on the city's decorative light posts along a 1.5 mile stretch of Olive Boulevard.

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 07/7/2016

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: 07/11/16 07:00 PM

DOC ID: 2008

COUNCIL MINUTES (ID # 2008)

Council Minutes Dated June 27, 2016



**MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
JUNE 27, 2016
7:00 PM**

CALL TO ORDER

A regular meeting of the City Council of the City of Creve Coeur was called to order by Mayor Glantz at the Creve Coeur Government Center, 300 N. New Ballas Road on Monday, June 27, 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
Mrs. Lawrence	Council Member Ward II
Mr. Hoffman	Council Member Ward III
Mrs. D'Alfonso	Council Member Ward III
Mr. Saunders	Council Member Ward IV
Mrs. Baseley	Council Member Ward IV

Absent: Council Member Ted Ruzicka, Ward II

COMMENTS FROM THE GENERAL PUBLIC

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

Andy Kang resident of 10361 Corbeil Drive expressed his concern regarding the serious issues with forced organ transplants in China and the safety of human kind.

ACCEPTANCE OF THE AGENDA

Council Member Saunders moved, seconded by Council Member Kramer to accept the agenda as presented, with the vote upon such motion as follows, to-wit:

Council Member Faron – Aye
Council Member D'Alfonso – Aye
Council Member Saunders – Aye
Council Member Lawrence – Aye
Council Member Hoffman – Aye
Council Member Baseley – Aye
Council Member Kramer – Aye

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



**MINUTES
CITY COUNCIL
300 NORTH NEW BALLAS RD
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ANNOUNCEMENTS

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

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

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

1. CONSENT AGENDA

Council Member Faron moved, seconded by Council Member D'Alfonso to approve the consent agenda as presented.

a. Council Minutes Dated July 13, 2016

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 Saunders – Aye
Council Member D'Alfonso – Aye
Council Member Faron – Aye

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

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

City Clerk read Substitute Bill No. 5572 for the final time.

Council Member Saunders moved, seconded by Council Member D'Alfonso to approve Substitute Bill No. 5572, with the vote upon such motion being as follows, to-wit:

Council Member Faron – Aye
Council Member D'Alfonso – Aye
Council Member Saunders – Aye
Council Member Lawrence – Aye



**MINUTES
CITY COUNCIL
300 NORTH NEW BALLAS RD
JUNE 27, 2016
7:00 PM**

Council Member Hoffman – Aye
Council Member Baseley – Aye
Council Member Kramer – Aye

The vote on the motion being 7 ayes and 0 nays, motion carried. Substitute Bill no. 5572 becomes Ordinance no. 5477.

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

City Clerk read Amended Bill No. 5599 for the final time.

Council Member Hoffman moved, seconded by Council Member Kramer to approve Amended Bill No. 5599.

Mark Perkins stated there is a staff memo in the packet dated June 23, 2016 that outlines additional amendments that were made to the Bill and will need a motion by Council to accept the additional amendments.

Council Member D'Alfonso moved, seconded by Council Member Faron to accept the additional amendments as outlined by staff for Amended Bill No. 5599, with the vote upon such motion being as follows, to-wit:

Council Member Lawrence – Aye
Council Member Hoffman – Aye
Council Member Baseley – Aye
Council Member Kramer – Aye
Council Member Faron – Aye
Council Member D'Alfonso – Aye
Council Member Saunders – Aye

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

Mayor Glantz called the question to approve Amended Bill No. 5599 with the additional amendments, with the vote upon such motion being as follows, to-wit:

Council Member Saunders – Aye
Council Member D'Alfonso – Aye
Council Member Faron – Aye
Council Member Kramer – Aye
Council Member Baseley – Aye
Council Member Hoffman – Aye
Council Member Lawrence - Aye

The vote on the motion being 7 ayes and 0 nays, motion carried. Amended Bill No. 5599 becomes Ordinance No. 5478.



**MINUTES
CITY COUNCIL
300 NORTH NEW BALLAS RD
JUNE 27, 2016
7:00 PM**

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

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

Council Member Baseley moved, seconded by Council Member Kramer to approve Bill No. 5600, with the vote upon such motion being as follows, to-wit:

Council Member Lawrence – Aye
Council Member Hoffman – Aye
Council Member Baseley – Aye
Council Member Kramer – Aye
Council Member Saunders – Aye
Council Member D’Alfonso – Aye
Council Member Faron – Aye

The vote on the motion being 7 ayes and 0 nays, motion carried. Bill No. 5600 becomes Ordinance No. 5479.

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

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

Council Member Baseley moved, seconded by Council Member Kramer to approve Bill No. 5601.

Mayor Glantz asked if the Chamber has made any comments regarding this change.

Council Member Hoffman stated they have not and he has not received any additional comments regarding this change.

Council Member Lawrence thanked Council Member Hoffman for bringing this forward.

Mayor Glantz called the question to approve Bill No. 5601, with the vote upon such motion being as follows, to-wit:

Council Member Hoffman – Aye
Council Member Baseley – Aye
Council Member Kramer – Aye
Council Member Lawrence – Aye
Council Member Saunders – Aye
Council Member D’Alfonso – Aye
Council Member Faron – Aye

The vote on the motion being 7 ayes and 0 nays, motion carried. Bill No. 5601 becomes Ordinance No. 5480.



**MINUTES
CITY COUNCIL
300 NORTH NEW BALLAS RD
JUNE 27, 2016
7:00 PM**

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

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

Council Member Faron moved, seconded by Council Member Baseley to approve Bill No. 5602, with the vote upon such motion being as follows, to-wit:

Council Member Saunders – Aye
Council Member D'Alfonso – Aye
Council Member Faron – Aye
Council Member Kramer – Aye
Council Member Baseley – Aye
Council Member Hoffman – Aye
Council Member Lawrence – Aye

The vote on the motion being 7 ayes and 0 nays, motion carried. Bill No. 5602 becomes Ordinance no. 5481.

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

City Clerk read Bill No. 5603 for the first time.

Jason Jaggi made a presentation regarding this application.

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.

City Clerk read Resolution No. 1225.

Council Member Hoffman moved, seconded by Council Member Saunders to approve Resolution No. 1225, with the vote upon such motion as follows, to-wit:

Council Member Faron – Aye
Council Member D'Alfonso – Aye
Council Member Saunders – Aye
Council Member Lawrence – Aye
Council Member Hoffman – Aye
Council Member Baseley – Aye
Council Member Kramer – Aye



**MINUTES
CITY COUNCIL
300 NORTH NEW BALLAS RD
JUNE 27, 2016
7:00 PM**

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

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.

City Clerk read Resolution No. 1226.

Council Member Saunders moved, seconded by Council Member Faron to approve Resolution No. 1226.

Mark Perkins stated staff has been pleased with the bids that have been received for the work. Again M & H is the low bidder and they have been doing work in town for several years and understand the city's expectations as well as have been performing quality work. The list of streets on the memo is fairly extensive and is a large contract. There were six total bids and the couple at the top were very close in price.

Council Member Faron stated the bids are very close and asked what the distinguishing factor was with choosing one over the other.

Matt Wohlberg stated the difference was about \$4,000 for the top bidders and there were some corrections with other bids and M & H has completed work previously for the city.

Mayor Glantz called the question to approve Resolution No. 1226, with the vote upon such motion being as follows, to-wit:

Council Member Saunders – Aye
Council Member D'Alfonso – Aye
Council Member Faron – Aye
Council Member Kramer – Aye
Council Member Baseley – Aye
Council Member Hoffman – Aye
Council Member Lawrence – Aye

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

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.

City Clerk read Resolution No. 1227.

Council Member Faron moved, seconded by Council Member Baseley to approve Resolution No. 1227, with the vote upon such motion being as follows, to-wit:

Council Member Lawrence – Aye



**MINUTES
CITY COUNCIL
300 NORTH NEW BALLAS RD
JUNE 27, 2016
7:00 PM**

Council Member Hoffman – Aye
Council Member Baseley – Aye
Council Member Kramer – Aye
Council Member Saunders – Aye
Council Member D'Alfonso – Aye
Council Member Faron – Aye

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

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

City Clerk read Resolution No. 1228.

Council Member Baseley moved, seconded by Council Member Kramer to approve Resolution No. 1228.

Mark Perkins stated we have received many of our coverages, most of our major coverages, directly through SLAIT which is our St. Louis Area Insurance Trust. Creve Coeur is an original Charter Member and has been in place for almost thirty years. Originally put in place for Workers Compensation and Liability. In the last ten years, health insurance has been added. Those are the core coverages that are purchased through a pool and then SLAIT purchases reinsurance for the pool. This is our annual renewal of coverages. Last year was a rough year on claims for our workers comp insurance. The claims this year are better but the rate is based on previous year claims. Health insurance is going up 4.5%, which is very reasonable and the city will be receiving a distribution back for our health insurance and will equal what the increase is. Also annually receive distributions on our other coverages.

Council Member Lawrence asked if the increase in workers comp is due to accidents.

Mark Perkins stated it is a variety of things. There have been some injuries this year for various reasons.

Mayor Glantz called the question to approve Resolution No. 1228, with the vote upon such motion as follows, to-wit:

Council Member Faron – Aye
Council Member D'Alfonso – Aye
Council Member Saunders – Aye
Council Member Lawrence – Aye
Council Member Hoffman – Aye
Council Member Baseley – Aye
Council Member Kramer – Aye

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



**MINUTES
CITY COUNCIL
300 NORTH NEW BALLAS RD
JUNE 27, 2016
7:00 PM**

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.

City Clerk read Resolution No. 1229.

Council Member Faron moved, seconded by Council Member Kramer to approve Resolution No. 1229.

Mark Perkins stated the city is eligible annually to receive a small amount of Community Development Block Grants and we are limited to \$20,000 annually. These are only for accessibility related improvements. Staff has identified a project at Old Ballas and New Ballas. There have been reoccurring requests to put in audible traffic signals for the disabled as well as sidewalk ramp work for accessibility improvements. That is the plan for the funds that staff is requesting Council approval.

Mayor Glantz called the question to approve Resolution No. 1229, 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 Saunders – Aye
Council Member D'Alfonso – Aye
Council Member Faron – Aye

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

BUSINESS FROM MAYOR AND CITY COUNCIL

13. Council Liaison Reports

No reports were presented.

BUSINESS FROM CITY ADMINISTRATOR

No business from City Administrator.

Council Member Hoffman moved, seconded by Council Member Kramer to adjourn at 7:~~40~~37 p.m., with the vote upon such motion being as follows, to-wit:

Council Member Saunders – Aye
Council Member Faron – Aye
Council Member Lawrence – Aye
Council Member Hoffman – Aye
Council Member Baseley – Aye
Council Member Kramer – Aye
Council Member D'Alfonso - Aye



**MINUTES
CITY COUNCIL
300 NORTH NEW BALLAS RD
JUNE 27, 2016
7:00 PM**

The vote on the motion being 7 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: 07/11/16 07:00 PM
Department: Finance Department
Category: Report
Prepared By: Sherry Hall
Initiator: Dan Smith
Sponsors:
DOC ID: 2005

SCHEDULED

BILLS LISTING (ID # 2005)

Bills Payable Listing

Attached is a bills payable listing dated July 7, 2016 in the amount of \$85,844.39 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: July 7, 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 July 7, 2016 in the amount of \$85,844.39.



**CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING**

a

7/7/2016

NO DEPT - NO DIV

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00344		1002513847	02-Jun-16	BRIDGESTONE GOLF, INC.	GOLF BALLS FOR RESALE	06-00-00-1625	252.00
00188		060116	01-Jun-16	SWENSON, KEN	SEWER LATERAL REPAIR REIMB	02-00-00-1901	3,336.80
Sum of Invoices							3,588.80



**CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING**

a

7/7/2016

LEGISLATIVE

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
02520		70461	24-Jun-16	SWIFT PRINT COMMUNICATIONS	FLYERS FOR SILVER SCREEN SERIE	01-11-12-7315	165.00
Sum of Invoices							165.00



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

7/7/2016

Administration

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
02443		98097	15-Jun-16	BENEFLEX HR RESOURCES, INC.	MONTHLY COBRA ADMIN	01-12-11-6203	23.90
Sum of Invoices							23.90



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

7/7/2016

IT

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00073		DJS6064	14-Jun-16	CDW-G	HP LASERJET MFP M466FDN FOR IT	01-12-51-7331	362.89
02554		41766	22-Jun-16	COMMUNICATIONS TECHNOLOGIES, INC.	PHONE SOFTWARE SUPPORT	01-12-51-7332	125.00
00050		INV0048424	31-May-16	REJIS	MSHP ACCESS FOR NEW MULES	01-12-51-6213	145.25
Sum of Invoices							633.14



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

a

7/7/2016

FINANCE

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00655		01150352 7/16	20-Jun-16	AICPA	ANNUAL DUES-SMITH	01-13-11-6262	255.00
Sum of Invoices							255.00



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

a

7/7/2016

MUNICIPAL COURT

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
02220		060416.	04-Jun-16	M. DEANN OUTLAW, LLC	LEGAL FEES-ARRAIGNMENTS 4/27/1	01-13-14-6201	300.00
02220		060416.	04-Jun-16	M. DEANN OUTLAW, LLC	LEGAL FEES-ARRAIGNMENTS 3/2/16	01-13-14-6201	300.00
00046		CIV0328772	13-Jun-16	OFFICE ESSENTIALS	FILE FOLDERS FOR PA	01-13-14-7304	30.00
Sum of Invoices							630.00



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

a

7/7/2016

INTERDEPARTMENTAL

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00080		7756-103-5	17-Jun-16	DIERBERGS	CAKE FOR RETIREMENT RECEPTION	01-13-15-6272	38.98
00154		9002504856	18-Jun-16	KONICA MINOLTA BUSINESS SOLUTIONS	COPIER MAINT CONTR. MAR-JUN 16	01-13-15-6213	575.79
00046		CIV0331497	17-Jun-16	OFFICE ESSENTIALS	TONER	01-13-15-7312	141.79
Sum of Invoices							756.56



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

a

7/7/2016

COMMUNITY SERVICES

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
02538		606299012-XW13	30-Jun-16	CORVUS JANITORIAL SYSTEMS	CLEANING SERVICE	01-14-11-6203	672.75
02056		18958 CS	01-Jul-16	MAXIMUM SOLUTIONS, INC.	ANNUAL SOFTWARE SVC AGREEMENT	01-14-11-6213	1,500.00
01986		051316	13-May-16	PARTIES BY PRILLA LLC	CHARACTER APPEARANCE FARM. MKT	01-14-11-6202	175.00
Sum of Invoices							2,347.75



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

a

7/7/2016

ICE ARENA

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550		311226013	21-Jun-16	ARAMARK UNIFORM SERVICES	MOP RENTAL (6/21/16)	06-14-31-7301	1.56
01550		311226013	21-Jun-16	ARAMARK UNIFORM SERVICES	WIPING TOWELS (6/21/16)	06-14-31-7301	3.63
01550		311201142.	14-Jun-16	ARAMARK UNIFORM SERVICES	MOP RENTAL (6/14/16)	06-14-31-7301	1.56
01550		311201142.	14-Jun-16	ARAMARK UNIFORM SERVICES	WIPING TOWELS (6/14/16)	06-14-31-7301	3.63
01550		311226013	21-Jun-16	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (6/21/16)	06-14-31-7308	4.35
01550		311201142.	14-Jun-16	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (6/14/16)	06-14-31-7308	22.95
00948		127852	23-Jun-16	C&R MECHANICAL	HVAC REPAIR	06-14-31-6212	219.00
00117		9063476	28-Jun-16	HOME DEPOT	IRRIGATION PARTS	06-14-31-6212	48.00
01986		18958 IA	01-Jul-16	MAXIMUM SOLUTIONS, INC.	ANNUAL SOFTWARE SVC AGREEMENT	06-14-31-6213	1,500.00
Sum of Invoices							1,804.68



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

a

7/7/2016

GOLF MAINTENANCE

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
02683		S0553897	21-Jun-16	ADVANCED TURF SOLUTIONS, INC.	MEFENOXAM FUNGICIDE	06-14-32-7303	503.00
00066		000262890	22-Jun-16	FROESEL OIL	250 GAL UNLEADED GAS	06-14-32-7307	483.32
00066		000262889	22-Jun-16	FROESEL OIL	250 GAL DIESEL FUEL	06-14-32-7307	459.77
02402		6219-286023	23-Jun-16	HANDY AUTOMOTIVE	COIL FOR TRUCK 103	06-14-32-6210	96.00
00117		9063476	28-Jun-16	HOME DEPOT	LOPPERS	06-14-32-6212	51.93
00117		6096843	21-Jun-16	HOME DEPOT	MISC. SUPPLIEWASP SPRAYS	06-14-32-6212	67.91
00117		7016368	30-Jun-16	HOME DEPOT	REFRIGERATOR	06-14-32-6212	298.00
00117		7016368	30-Jun-16	HOME DEPOT	TOOL SET, JUMP STARTER, WIRE	06-14-32-7302	200.96
00117		6096843	21-Jun-16	HOME DEPOT	GLOVES	06-14-32-7303	14.61
00117		6096843	21-Jun-16	HOME DEPOT	GLOVES	06-14-32-7308	21.96
00458		706077985	30-Apr-16	LAFARGE NORTH AMERICA, INC.	SAND FOR GREENS	06-14-32-6212	711.04
02570		45422	22-Jun-16	MCNAMARA TOWING & TRANSPORT, LLC	TOWING FEE FOR TRUCK 103	06-14-32-6210	110.00
00175		1073026-00	21-Jun-16	MTI DISTRIBUTING, INC.	TUBE RETAINERS	06-14-32-6212	32.50
00970		1388-193732	28-Jun-16	O'REILLY AUTO PARTS	IDLER PULLY	06-14-32-6210	16.28
00970		1388-193724	28-Jun-16	O'REILLY AUTO PARTS	GEAR OIL	06-14-32-6210	38.97
00970		1388-193720	28-Jun-16	O'REILLY AUTO PARTS	BRAKE PARTS TRUCK 103	06-14-32-6210	287.50
00970		1388-176873	16-Feb-16	O'REILLY AUTO PARTS	CREDIT MEMO-MDSE RETURN	06-14-32-6210	-11.99
02595	P002430	75911444	24-May-16	SITEONE LANDSCAPE SUPPLY	1 55 GAL DRUM PROGRESSIVE TURF	06-14-32-7303	1,547.65
Sum of Invoices							4,929.41



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

a

7/7/2016

PRO SHOP

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01140		56265	31-Mar-16	ARCHWAY BOWLING & TROPHY	TROPHIES/AWARDS	06-14-33-7304	141.00
02691		399999	01-Jun-16	LEGENDARY MARKETING	WEB SITE SOLUTIONS	06-14-33-6260	297.00
02691		399998	15-Jun-16	LEGENDARY MARKETING	NEW WEB SITE	06-14-33-6262	297.00
02685		IN1155290	22-Jun-16	MJ BEVOLUTION	FAMILY TEE BOXES	06-14-33-7304	321.80
Sum of Invoices							1,056.80



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

a

7/7/2016

SNACK BAR

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00080		0067-119-5	27-Jun-16	DIERBERGS	FOOD FOR RESALE	06-14-34-8315	38.57
00080		0067-119-5	27-Jun-16	DIERBERGS	BEER FOR RESALE	06-14-34-8316	80.95
01491		63579561	14-Jun-16	FARMER BROS. COFFEE	COFFEE FOR RESALE	06-14-34-8317	80.15
01471		00896	27-Jun-16	RL MUELLER NATIONAL DIST., INC.	PAPER TOWELS	06-14-34-7301	32.90
01471		00896	27-Jun-16	RL MUELLER NATIONAL DIST., INC.	FOOD FOR RESALE	06-14-34-8315	71.50
01471		00938	29-Jun-16	RL MUELLER NATIONAL DIST., INC.	FOOD FOR RESALE	06-14-34-8315	30.25
01471		00896	27-Jun-16	RL MUELLER NATIONAL DIST., INC.	SNACKS FOR RESALE	06-14-34-8319	102.55
01471		00704	09-Jun-16	RL MUELLER NATIONAL DIST., INC.	SNACKS FOR RESALE	06-14-34-8319	23.40
Sum of Invoices							460.27



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

a

7/7/2016

BUILDING MAINTENANCE

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550		311251008	28-Jun-16	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (6/28/16)	01-16-11-7308	4.38
01550		311226012	21-Jun-16	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (6/21/16)	01-16-11-7308	4.38
00117		6022881	21-Jun-16	HOME DEPOT	MAINTENANCE ITEMS	01-16-11-6212	132.16
00039		1021234	16-Jun-16	INDUSTRIAL SOAP	PAPER PRODUCTS	01-16-11-6212	656.85
00116		7590	17-Jun-16	SAM'S CLUB	COFFEE FOR LOUNGES	01-16-11-7304	169.66
Sum of Invoices							967.43



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

a

7/7/2016

POLICE-ADMIN

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
02119		233295	29-Jun-16	DAVE SINCLAIR LINCOLN-MERCURY, INC.	CAR 2418 3000 MILE SVS	01-21-11-6210	42.95
00022		470000034568	20-Jun-16	FEDEX KINKO'S	5000 COMP/VACA LEAVE SLIPS	01-21-11-7304	172.45
00050	P002210	INV0048526	15-Jun-16	REJIS	SUBSCRIPTION FEES-JUNE 2016	01-21-11-6202	4,030.39
00050		INV0048526..	15-Jun-16	REJIS	REBATE-SUBSC. FEE-JUNE 2016	01-21-11-6202	-403.04
00050		INV0048526..	15-Jun-16	REJIS	LIVESCAN CONNEC. JUNE 2016	01-21-11-6202	50.00
00050		INV0048526..	15-Jun-16	REJIS	WIRELESS SVC FEE-JUNE 2016	01-21-11-6202	8.00
00050		INV0048526..	15-Jun-16	REJIS	ASA 5505 MAINT-JUNE 2016	01-21-11-6202	20.77
00050		INV0048526..	15-Jun-16	REJIS	IMDS ORACLE DB MAINT-JUNE 2016	01-21-11-6202	21.00
00050		INV0048525	15-Jun-16	REJIS	MCAFFEE AV ANNUAL SUPPORT FEES	01-21-11-6202	280.00
00050	P002211	INV0048526.	15-Jun-16	REJIS	GLOBAL SOFTWARE FEES-JUNE 2016	01-21-11-6213	1,155.00
00050		INV0048526..	15-Jun-16	REJIS	14 VERIZON DATA LINES-JUNE 16	01-21-11-6253	735.00
00093		22JUNE2016	22-Jun-16	SOUTHWEST FAMILY TESTING	PSYCH EVAL NEW OFFICER CANDIDA	01-21-11-6203	525.00
00093		6/22/16	22-Jun-16	SOUTHWEST FAMILY TESTING	PSYCH EVAL NEW OFFICER CANDIDA	01-21-11-6203	525.00
01048		9767225663	18-Jun-16	VERISON WIRELESS	AIR CARD 5/19 - 6/18/16	01-21-11-6253	40.01
Sum of Invoices							7,202.53



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

a

7/7/2016

POLICE-INVESTIGATIONS

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00050		INV0048526..	15-Jun-16	REJIS	IMDS ORACLE DB MAINT-JUNE 2016	01-21-21-6202	10.50
Sum of Invoices							10.50



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

a

7/7/2016

POLICE-PATROL

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00426	P002405	36452	17-Jun-16	ADGRAPHIX	5 EA DIGITALLY PRINTED REFLECT	01-21-22-6210	380.00
00426	P002405	36452	17-Jun-16	ADGRAPHIX	INSTALLATION CHARGE	01-21-22-6210	138.00
00426		36515	27-Jun-16	ADGRAPHIX	REMOVE GRAPHICS FROM 2 VEHICLE	01-21-22-6210	240.00
00426		36479	22-Jun-16	ADGRAPHIX	REMOVE GRAPHICS FROM 3 CARS	01-21-22-6210	360.00
00669	P002425	290086	10-Jun-16	APPLIED CONCEPTS-STALKER RADAR	2 STALKER DSR RADAR	01-21-22-9503	5,789.32
01811		83504	23-Jun-16	CREATIVE PRODUCT SOURCING	DARE SUPPLIES	01-21-22-7314	359.64
02119		233341	29-Jun-16	DAVE SINCLAIR LINCOLN-MERCURY, INC.	CAR 2426 REPAIR A/C CONTROL	01-21-22-6210	73.50
02119		233283	28-Jun-16	DAVE SINCLAIR LINCOLN-MERCURY, INC.	CAR 2404 3000 MILE SERVICE	01-21-22-6210	42.95
02119		233190	27-Jun-16	DAVE SINCLAIR LINCOLN-MERCURY, INC.	CAR 2423 FRONT & REAR BRAKES	01-21-22-6210	379.90
02119		233165	23-Jun-16	DAVE SINCLAIR LINCOLN-MERCURY, INC.	CAR 2407 3000 MILE SERVICE	01-21-22-6210	42.95
02119		233149	23-Jun-16	DAVE SINCLAIR LINCOLN-MERCURY, INC.	CAR 2411 3000 MILE SERVICE	01-21-22-6210	42.95
00234		449582	16-Jun-16	ED. ROEHR SAFETY PRODUCTS	CAR 2422 LIGHTBAR REPAIR	01-21-22-6210	100.00
00234		449710	20-Jun-16	ED. ROEHR SAFETY PRODUCTS	CAR 2405 REATTACH TRUNK TRAY	01-21-22-6210	50.00
00125		383354	22-Jun-16	LEON UNIFORM	UNIFORM FOR RECRUIT	01-21-22-5107	20.99
00125		382829-01	24-Jun-16	LEON UNIFORM	UNIFORM FOR RECRUIT	01-21-22-5107	54.99
00125		382829	20-Jun-16	LEON UNIFORM	UNIFORM FOR RECRUIT	01-21-22-5107	208.59
00125		383322	22-Jun-16	LEON UNIFORM	(8) PEPPER SPRAYS 2 SIZES	01-21-22-7302	119.92
00125	P002400	376780	20-May-16	LEON UNIFORM	1 AXII-HILITE-2C POINT BLANK	01-21-22-9503	775.00
00098		3288	20-Jun-16	McCLAIN RADAR SERVICE	INSTALL NEW RADAR UNIT IN 2411	01-21-22-6210	75.00
Sum of Invoices							9,253.70



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

a

7/7/2016

PUBLIC WORKS

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
02169		427217	28-Jun-16	DREXEL TECHNOLOGIES, INC.	SERVICE CONTRACT FEE	01-31-11-6213	52.64
00437		062116	21-Jun-16	SAFETY PLUS FIRST AID	FIRST AID KIT SUPPLIES	01-31-11-7304	79.05
Sum of Invoices							131.69



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

a

7/7/2016

STREETS

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01644		102473	17-Jun-16	AA KEY & LOCK SERVICE	PADLOCK STOCK FOR SHOP	01-31-41-6212	375.18
01550		311226010	21-Jun-16	ARAMARK UNIFORM SERVICES	MOP RENTAL (6/21/16)	01-31-41-6212	4.19
01550		311251006	28-Jun-16	ARAMARK UNIFORM SERVICES	MOP RENTAL (6/28/16)	01-31-41-7301	4.19
01550		311251006	28-Jun-16	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (6/28/16)	01-31-41-7308	69.97
01550		311226010	21-Jun-16	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (6/21/16)	01-31-41-7308	108.10
01980		9149836	14-Jun-16	BLUE CHIP EXTERMINATING	PEST CONTROL SERVICE	01-31-41-7301	26.00
00010		0985385	24-Jun-16	BRANNEKY HARDWARE	TOGGLE BOLTS	01-31-41-7311	3.29
00010		0985505	24-Jun-16	BRANNEKY HARDWARE	BOLTS FOR STOCK	01-31-41-7311	1.30
00394		16-9330	19-Jun-16	CHUCK'S BOOTS	BOOTS FOR NEW EMPLOYEES	01-31-41-7308	240.00
00394		16-8868	06-Mar-16	CHUCK'S BOOTS	SAFETY CLOTHING	01-31-41-7308	109.99
00394		16-8855	28-Feb-16	CHUCK'S BOOTS	CREDIT MEMO-RETURN	01-31-41-7308	-181.98
00826		2321095	23-Jun-16	CREST INDUSTRIES, INC.	FITTING FOR BOBCAT	01-31-41-6211	5.00
00826		2321405	24-Jun-16	CREST INDUSTRIES, INC.	MECHANICS TOOLS	01-31-41-7302	292.40
00049		0000038937	23-Jun-16	EMPLOYEE STAFFING GROUP	TEMP PERSONNEL W/E 6/19/16	01-31-41-6207	2,027.94
00049		0000038904	09-Jun-16	EMPLOYEE STAFFING GROUP	TEMP PERSONNEL W/E 6/5/16	01-31-41-6207	1,622.35
00023		559835	24-Jun-16	FRED WEBER	ASPHALT-BALCON ESTATES	01-31-41-7305	272.80
00023		557919	17-Jun-16	FRED WEBER	ASPHALT-BALCON ESTATES	01-31-41-7305	275.00
00023		559074	22-Jun-16	FRED WEBER	ASPHALT-BALCON ESTATES	01-31-41-7305	330.55
00023		557501	16-Jun-16	FRED WEBER	MATERIAL-BALCON EST. MICROPREP	01-31-41-7305	329.45
00023		556752	14-Jun-16	FRED WEBER	ASPHALT FOR ROLLING VIEW	01-31-41-7305	388.85
02402		6219-283863	08-Jun-16	HANDY AUTOMOTIVE	TRANSMISSION FLUID	01-31-41-6210	11.77
02402		6219-283747	07-Jun-16	HANDY AUTOMOTIVE	FILTERS FOR TRK 204	01-31-41-6210	26.17
02402		6219-284141	09-Jun-16	HANDY AUTOMOTIVE	FILTERS/FLUIDS FOR TRUCKS	01-31-41-6210	66.79
02402		6219-286552	28-Jun-16	HANDY AUTOMOTIVE	RECEIVER PINS FOR STOCK	01-31-41-6210	28.17
02402		6219-286386	27-Jun-16	HANDY AUTOMOTIVE	RECEIVER PIN W/CLIP	01-31-41-6210	65.34
02402		6219-284113	09-Jun-16	HANDY AUTOMOTIVE	CHIPPER FILTERS	01-31-41-6211	25.98
02402		6219-286037	23-Jun-16	HANDY AUTOMOTIVE	DOUBLE FLARING TOOL	01-31-41-7302	40.80
02402		6219-284561	13-Jun-16	HANDY AUTOMOTIVE	MANIFLD HOSE SET	01-31-41-7302	82.79
00117		7565219	20-Jun-16	HOME DEPOT	SHOP SUPPLIES	01-31-41-6212	31.30
02680		10-627664	21-Jun-16	LOWE AUTOMOTIVE WAREHOUSE	TRANS COOLER LINE FITTINGS/CLI	01-31-41-6210	26.29
02680		10-628275	22-Jun-16	LOWE AUTOMOTIVE WAREHOUSE	FITTINGS FOR TRK 205	01-31-41-6210	6.22
02680		10-621789	10-Jun-16	LOWE AUTOMOTIVE WAREHOUSE	IMPACT SOCKET	01-31-41-7302	20.29
02680		10-621790	10-Jun-16	LOWE AUTOMOTIVE WAREHOUSE	IMPACT ADAPTER	01-31-41-7302	18.90
02680		10-625763	17-Jun-16	LOWE AUTOMOTIVE WAREHOUSE	TRANS COOL LINES TRK 205	01-31-41-6210	23.65
00040		61444	21-Jun-16	MILBRADT	STIHL HT-131 POLE PRUNER	01-31-41-6211	389.99



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

a

STREETS

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00100		37371	23-Jun-16	MISSOURI PETROLEUM	TACK MATERIAL	01-31-41-7305	300.00
00411		106888	22-Jun-16	N.B. WEST CONTRACTING CO.	COLD MIX FOR POT HOLES	01-31-41-7305	188.60
00786		0545467-IN	23-Jun-16	NEUMAYER EQUIPMENT COMPANY, INC.	SVC ON GAS PUMPS AT GARAGE	01-31-41-6212	247.50
00165		TI-0299041	20-Jun-16	NEWMAN TRAFFIC SIGNS	SIGN MATERIAL-COEUR DE ROYALE	01-31-41-7311	65.82
00047		P25405	22-Jun-16	PAT KELLY EQUIPMENT	PUMP SCREEN ON SPLASH PAD	01-31-41-6212	26.99
00173		IN135510	24-Jun-16	SUPREME TURF PRODUCTS	HORTICULTURAL SUPPLIES	01-31-41-7303	280.00
00562		0008970-IN	27-Jun-16	TRAFFIC CONTROL COMPANY	SIGN RENTAL-C/C DAYS PARADE	01-31-41-7311	147.00
00311		1847061	14-Jun-16	WEBER CHEVROLET	REPAIR PARTS FOR TRK 312	01-31-41-6210	88.18
00311		1847912	17-Jun-16	WEBER CHEVROLET	HOOD SPRINGS FOR TRK 205	01-31-41-6210	25.80
00311		1845965	10-Jun-16	WEBER CHEVROLET	FUEL TANK STRAPS FOR TRK 204	01-31-41-6210	52.51
00311		1848837	22-Jun-16	WEBER CHEVROLET	FITTINGS FOR TRK 205	01-31-41-6210	8.14
Sum of Invoices							8,599.56



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

a

7/7/2016

HEALTH & WELFARE

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00631		051000	17-Jun-16	PERALES AE LAWN CARE LLC	MOW/TRIM-1305-07 LINDBERGH	01-31-42-6215	357.00
Sum of Invoices							357.00



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

a

7/7/2016

PARKS

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550		311251006	28-Jun-16	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (6/28/16)	01-31-43-7308	24.72
01550		311226010	21-Jun-16	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (6/21/16)	01-31-43-7308	36.04
01980		9149836	14-Jun-16	BLUE CHIP EXTERMINATING	PEST CONTROL SERVICE	01-31-43-7301	26.00
00010		0985046	18-Jun-16	BRANNEY HARDWARE	SUMP PUMP BATTERY ACID	01-31-43-6224	7.99
00049		0000038937	23-Jun-16	EMPLOYEE STAFFING GROUP	TEMP PERSONNEL W/E 6/19/16	01-31-43-6207	675.98
00049		0000038904	09-Jun-16	EMPLOYEE STAFFING GROUP	TEMP PERSONNEL W/E 6/5/16	01-31-43-6207	540.79
02402		6219-283863	08-Jun-16	HANDY AUTOMOTIVE	TRANSMISSION FLUID	01-31-43-6210	3.89
02402		6219-283747	07-Jun-16	HANDY AUTOMOTIVE	FILTERS FOR TRK 204	01-31-43-6210	8.72
02402		6219-284141	09-Jun-16	HANDY AUTOMOTIVE	FILTERS/FLUIDS FOR TRUCKS	01-31-43-6210	22.27
02402		6219-286552	28-Jun-16	HANDY AUTOMOTIVE	RECEIVER PINS FOR STOCK	01-31-43-6210	9.39
02402		6219-286386	27-Jun-16	HANDY AUTOMOTIVE	RECEIVER PIN W/CLIP	01-31-43-6210	21.78
02402		6219-284113	09-Jun-16	HANDY AUTOMOTIVE	CHIPPER FILTERS	01-31-43-6211	8.66
00117		0010910	17-Jun-16	HOME DEPOT	SUMP PUMP BATTERY-TAPMEYER	01-31-43-6224	98.00
02680		10-627664	21-Jun-16	LOWE AUTOMOTIVE WAREHOUSE	TRANS COOLER LINE FITTINGS/CLI	01-31-43-6210	9.21
02680		10-628275	22-Jun-16	LOWE AUTOMOTIVE WAREHOUSE	FITTINGS FOR TRK 205	01-31-43-6210	2.07
02680		10-625763	17-Jun-16	LOWE AUTOMOTIVE WAREHOUSE	TRANS COOL LINES TRK 205	01-31-43-6210	7.88
00040		61444	21-Jun-16	MILBRADT	STIHL HT-131 POLE PRUNER	01-31-43-6211	130.00
01394		7402	10-Jun-16	WATERWORKS INTERNATIONAL	VALVES FOR SPLASH PAD	01-31-43-6212	365.00
00311		1847061	14-Jun-16	WEBER CHEVROLET	REPAIR PARTS FOR TRK 312	01-31-43-6210	29.39
00311		1847912	17-Jun-16	WEBER CHEVROLET	HOOD SPRINGS FOR TRK 205	01-31-43-6210	8.60
00311		1845965	10-Jun-16	WEBER CHEVROLET	FUEL TANK STRAPS FOR TRK 204	01-31-43-6210	17.50
00311		1848837	22-Jun-16	WEBER CHEVROLET	FITTINGS FOR TRK 205	01-31-43-6210	2.71
00109		460121	15-Jun-16	WESTPORT POOLS	O-RING FOR SPLASH PAD	01-31-43-6212	28.26
00109		460050	14-Jun-16	WESTPORT POOLS	O-RINGS	01-31-43-6212	89.86
00109		460229	20-Jun-16	WESTPORT POOLS	SPLASH CLEANING CHEMICALS	01-31-43-7301	55.65
00109		460050	14-Jun-16	WESTPORT POOLS	CLEANING CHEMICALS	01-31-43-7301	271.20
00109		460030	09-Jun-16	WESTPORT POOLS	CHEMICALS FOR SPLASH PAD	01-31-43-7301	228.02
Sum of Invoices							2,729.58



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

a

7/7/2016

COMMUNITY DEVELOPMENT - PLANNING

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00213		062216-1	22-Jun-16	MCLAUGHLIN COURT REPORTING SERVICES, INC	CRT REPORTER P&Z 6/22/16	01-32-11-6260	119.00
00303		742813994	24-Jun-16	MISSOURI LAWYERS MEDIA	PUBLIC HRG NOTICE-P&Z	01-32-11-6260	40.60
Sum of Invoices							159.60



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

a

7/7/2016

COMMUNITY DEVELOPMENT - BUILDING

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
02547		205505	27-Jun-16	NJC PRINTING	APT REOCC FORMS, CERT OF OCC	01-32-61-7304	349.19
Sum of Invoices							349.19



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

7/7/2016

CAPITAL IMPROVEMENTS

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01847	P002433	FINAL PAY MUDJ	28-Jun-16	LIFT RITE, INC.	PAVEMENT AND SIDEWALK MUDJACKI	02-61-71-9510-16603	37,338.50
00303		742805257	22-Jun-16	MISSOURI LAWYERS MEDIA	REQ FOR BIDS-2016 ASPHALT PROJ	02-61-71-9510-16601	548.80
02604	P002456	136142	10-Jun-16	SCI ENGINEERING, INC.	UTILITY POTHOLING	02-61-71-9510-15604	1,545.00
Sum of Invoices							39,432.30
Grand Total All Invoices							85,844.39



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

Meeting: 07/11/16 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. Final
Reading and Passage**

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 July 11, 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

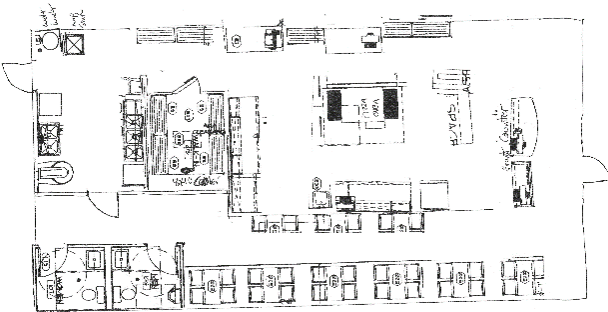
- Health and Connectivity Goals
- Central Business District
- Design Guidelines: Streetscape/Pedestrian Orientation

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

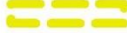
Included and attached by reference. See body of report for specific excerpts.

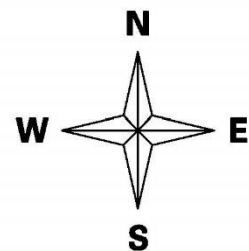
APPENDIX 2: ZONING CODE

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



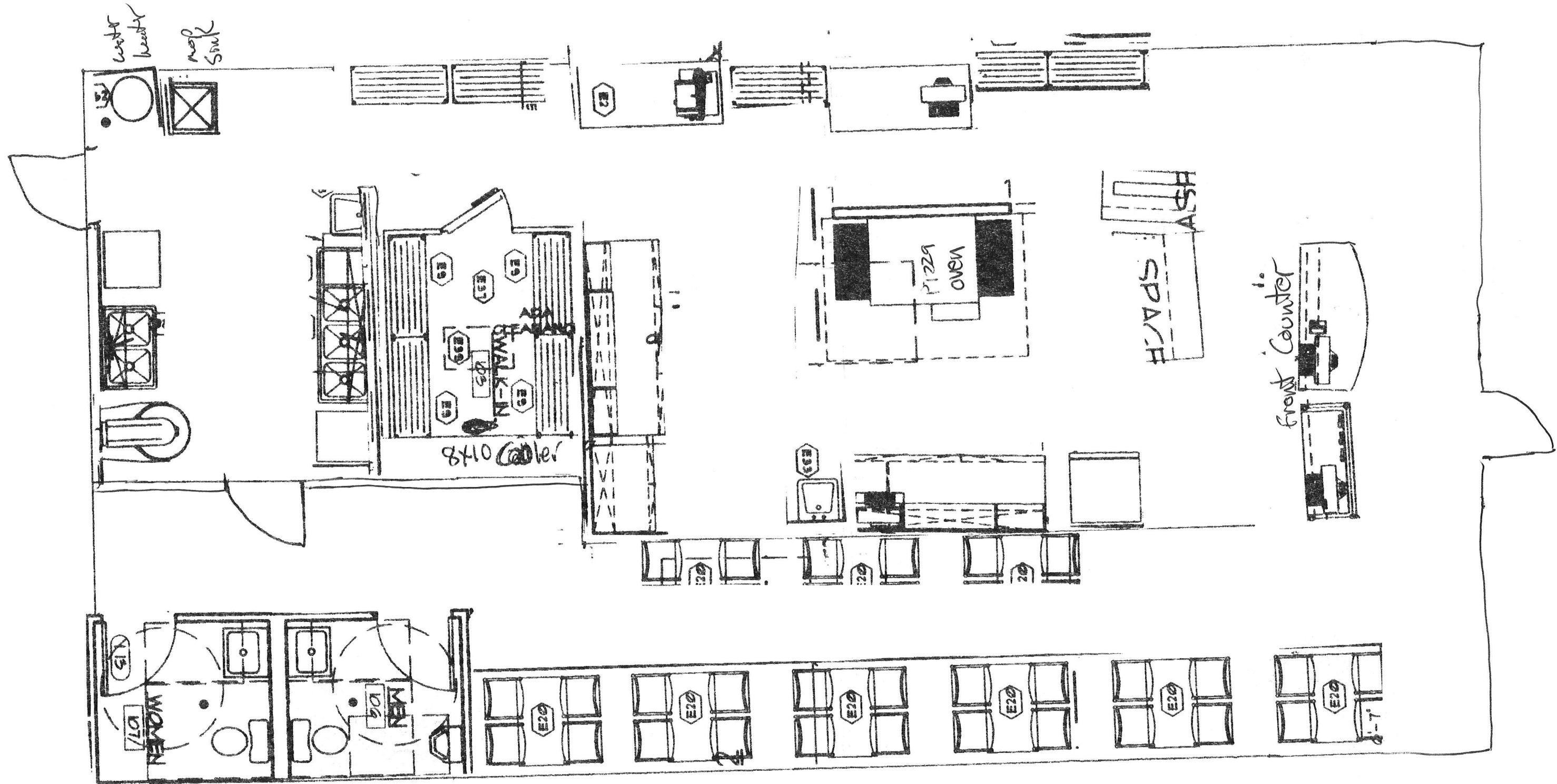
Description: View
of the tenant space
from Olive
Boulevard.

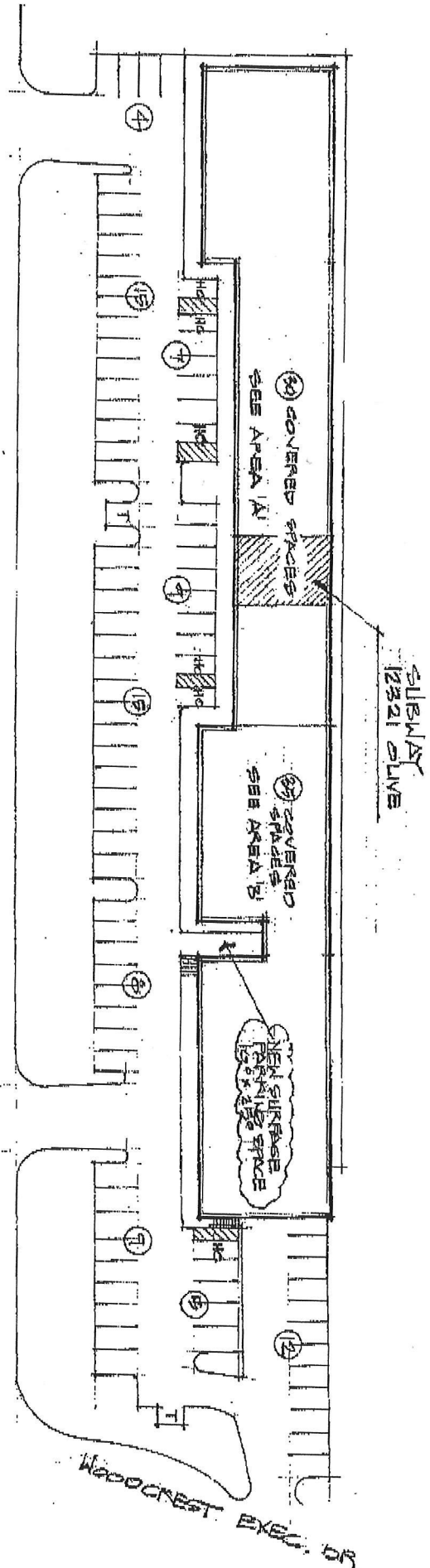


Description: View
of the structured
parking under the
building.

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

OLIVE ROAD



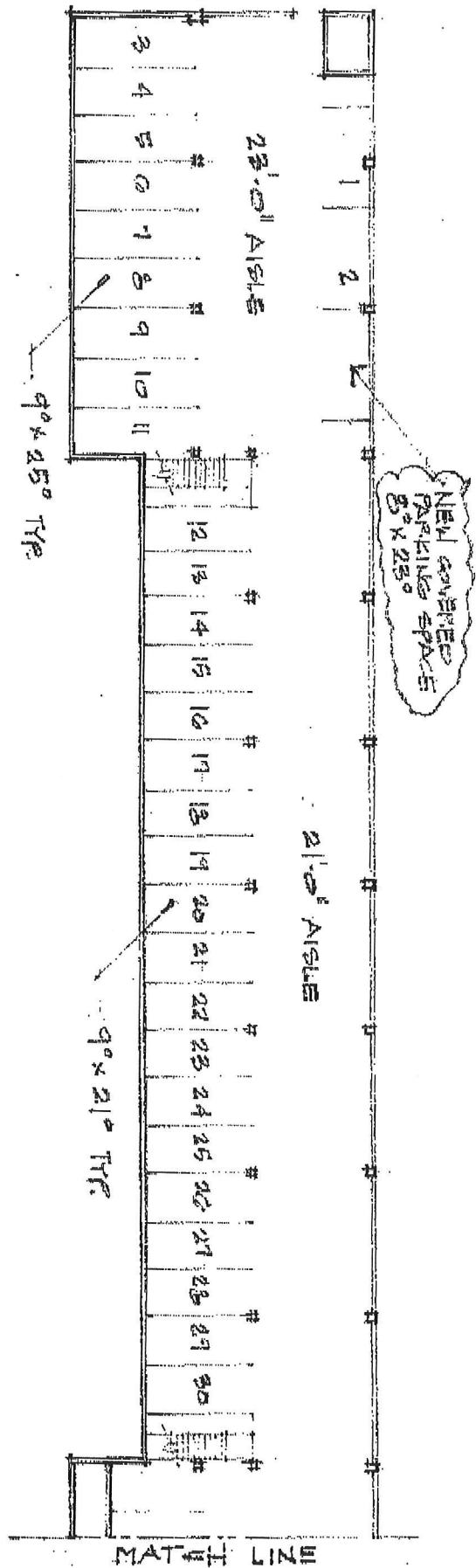
Parking Tabulation	
Existing Surface Parking	84 sp
Existing Covered Parking Area 'A'	30 sp
Existing Covered Parking Area 'B'	35 sp
Total Existing Parking Spaces	149 sp
Proposed Surface Parking	150
Proposed Covered Parking Area 'A'	150
Total Existing and Proposed	151sp

Woodcrest Center

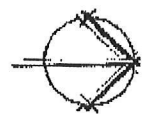
Creve Coeur, Missouri 63141
Walpert Properties
David Ferguson Architect

Existing Parking

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



EXISTING COVERED PARKING PLAN - AREA 'A'

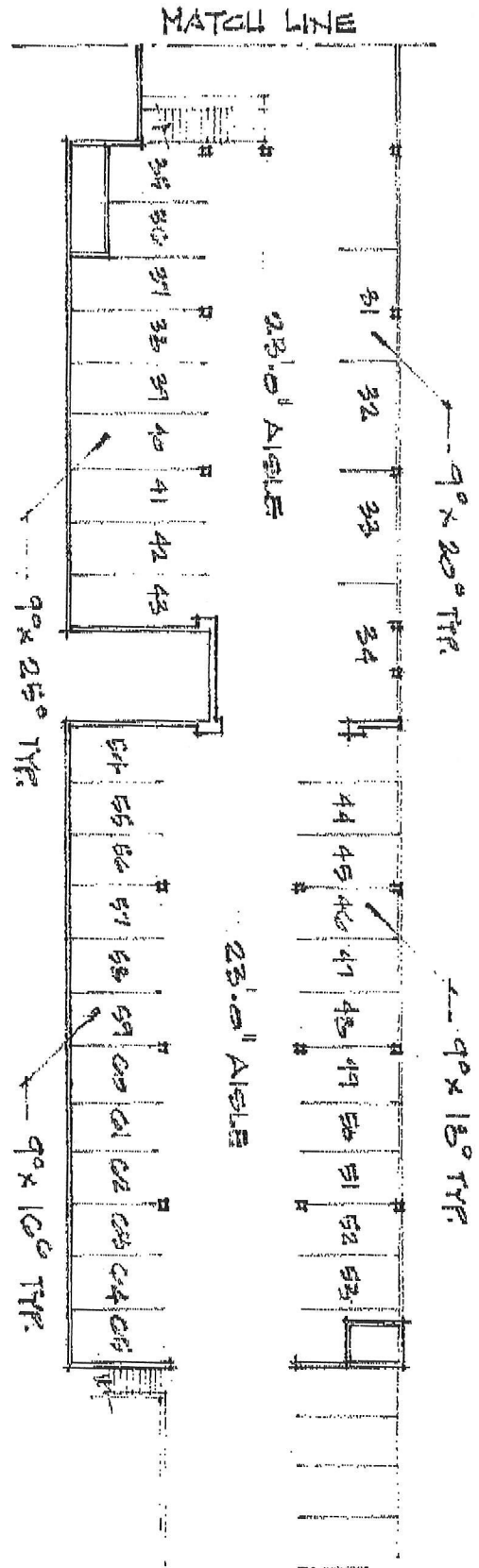


Woodcrest Center

Creve Coeur, Missouri 63141
Walbert Properties
David Ferguson Architect

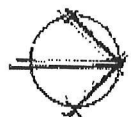
Existing Parking

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



EXISTING COVERED PARKING PLAN - AREA B

0 10' 20' 40' 80'



Woodcrest Center

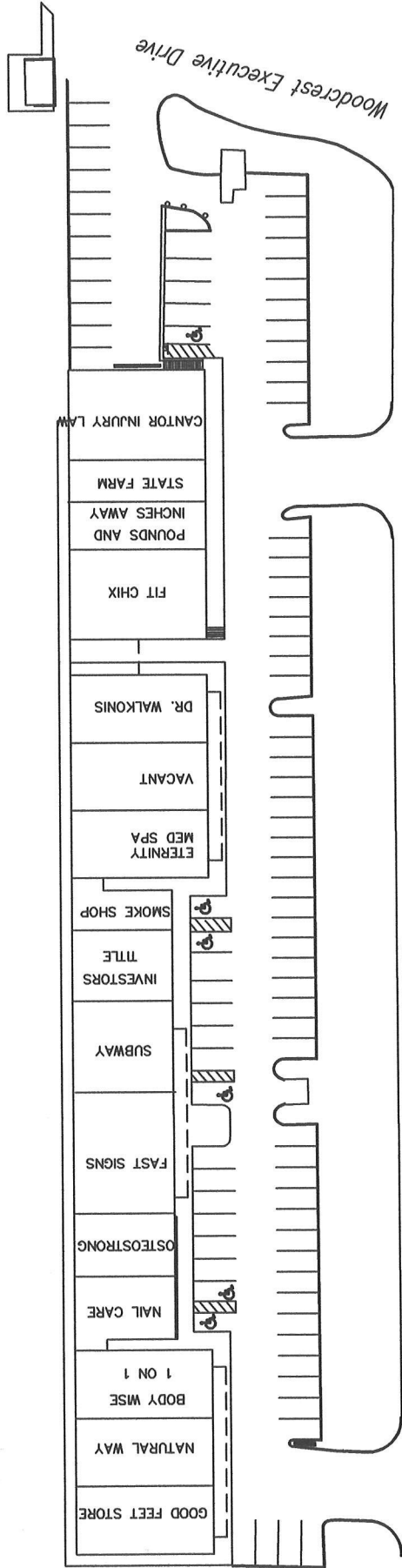
Creve Coeur, Missouri 63141
Walpert Properties
David Ferguson Architect

Existing Parking

Date: 10/13/10

WOODCREST SHOPPING CENTER

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



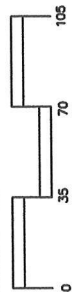
Olive Blvd

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

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1	Any other [1] 6/1	Bob [1] 13/5	Commerce [1] 6/6	Documentation [1] 17/22
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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
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3	ask [1] 16/25	call [2] 2/3 2/6	conditions [2] 6/15 6/22	each [1] 4/7
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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
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6	attribute [1] 5/14	car [3] 14/25 15/1 15/14	Country [1] 13/15	email [1] 9/23
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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
7	BALLAS [1] 1/3	Casey [1] 3/1	CREVE [6] 1/2 2/3 6/10 7/24 11/15 17/3	enforcer [1] 16/25
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additions [1] 11/3		choice [1] 4/24	Deborah [3] 1/23 19/4 19/14	Excellent [1] 6/12
address [7] 4/8 4/10 4/11 4/13 12/18 13/4 14/24		cite [1] 17/6	delivery [3] 5/1 12/2 12/5	exhibits [1] 17/21
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(1) '08 - file

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flavors [1] 4/22	hours [2] 7/18 15/14	late [1] 10/17	money [2] 13/25 14/14	order [1] 2/3
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format [1] 11/9	I'll [2] 4/17 11/4	letter [1] 9/11	Mr. [4] 2/7 2/20 15/23 17/16	our code [1] 16/25
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franchise [3] 5/2 5/10 7/16	IL-CSR [3] 1/23 19/13 19/14	list [1] 14/13	Ms. [2] 2/17 3/13	overhead [1] 8/18
franchises [1] 13/23	Illinois [1] 19/5	location [4] 5/4 5/21 12/17 13/9	Ms. Silverman [1] 2/17	own [1] 7/17
front [3] 7/3 7/6 8/24	illuminated [1] 14/19	long [1] 14/13	Ms. Stutte [1] 3/13	owner [1] 12/17
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garage [3] 12/4 15/9 15/15	in [47]	looked [1] 6/14	my [6] 4/9 12/20 12/20 13/12 14/6 16/11	p.m [2] 1/5 18/4
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gourmet [1] 4/21	introduce [1] 2/25	making [3] 11/7 11/16 16/17	Northwest [1] 6/6	phone [2] 8/15 8/16
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H	is [27]	Mary [2] 4/11 13/24	notice [1] 17/23	pizza [7] 3/19 4/16 4/21 4/25 9/10 9/14 14/1
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have it [1] 10/18	Jason [2] 1/15 17/2	meetings [1] 3/5	offering [1] 4/22	possibly [1] 7/14
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R	railings [1] 14/12 re [1] 14/12 re-done [1] 14/12 ready [3] 2/1 6/7 17/16 really [3] 9/17 16/7 16/9 recommend [1] 12/7 recommended [1] 6/17 record [1] 17/21 Recording [1] 1/16 records [1] 17/20 reduced [1] 19/9 reflecting [1] 17/23 regard [1] 16/24 regarding [4] 6/4 11/11 17/4 17/25 Registered [1] 19/4 regulations [3] 7/24 11/22 12/5 relationship [2] 13/11 13/13 repaired [1] 14/11 replica [1] 10/19 report [1] 17/23 reported [1] 19/7 reporter [6] 4/5 13/2 19/5 19/5 19/6 19/7 Reporting [1] 1/22 rest [1] 16/23 restaurant [3] 3/20 4/16 11/18	waiting [1] 10/16 wall [1] 14/12 walls [2] 14/8 14/9 Walpert [3] 12/15 13/5 15/23 want [7] 3/22 6/2 8/11 9/18 9/24 11/3 13/8 wanted [7] 13/10 13/18 13/21 13/24 14/15 14/23 15/17 was [7] 12/20 13/1 14/16 14/24 16/11 16/17 16/17 wasn't [1] 9/21 way [3] 8/15 14/24 16/8 we [40] we'll [7] 2/3 2/6 7/12 7/15 7/17 7/19 17/7 we're [20] we've [6] 5/22 7/9 13/12 14/7 15/7 16/2 welcome [3] 2/16 3/7 3/8 well [10] 3/5 5/11 6/10 7/17 9/17 10/10 12/6 14/2 15/7 16/4 went [1] 6/5 were [3] 6/15 10/11 14/8 what [9] 4/17 8/5 8/6 8/7 9/1 9/7 10/15 10/19 14/16 what's [2] 12/14 13/12 whatever [1] 10/17 when [7] 13/9 13/22 14/7 15/1 15/3 16/10 16/18 where [2] 8/19 10/5 whether [1] 7/14 which [1] 7/9 Whitney [2] 1/15 11/14 who [4] 4/1 4/2 12/15 12/23 whole [1] 14/12 will [12] 3/3 3/4 4/2 4/25 5/9 7/4 7/4 7/13			

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wishes [1] 12/23
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Woodcrest [1] 13/6
work [2] 14/7 15/16
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Y

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your [8] 4/7 4/8 5/10
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City Council
300 North New Ballas Rd
Creve-Coeur, MO 63141

Meeting: 07/11/16 07:00 PM
Department: Public Works Department
Category: New Business
Prepared By: Jim Heines
Department Head: Jim Heines

SCHEDULED

RESOLUTION

Resolution No. 1230 - a Resolution of the City Council of the City of Creve Coeur, Missouri Authorizing the Execution of an Agreement with the City of Chesterfield, Under the Cooperative Salt Program, for Purchasing 1400 Tons of Salt for an Amount of \$68,922.00.

Staff recommends purchasing 1400 tons of de-icing salt from the Salt Co-op to stock pile for use to fight winter storms this coming winter.

Resolution

Meeting of July 11, 2016

RESOLUTION NO. 1230

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE CITY OF CHESTERFIELD, UNDER THE COOPERATIVE SALT PROGRAM, FOR PURCHASING 1400 TONS OF SALT FOR AN AMOUNT OF \$68,922.00.

WHEREAS, it is necessary to supplement the City's salt reserve in order to keep our streets safe during the winter months; and

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

WHEREAS, the City participates in a Cooperative Salt Program with the City of Chesterfield to obtain the lowest price based on high volume purchasing; and

WHEREAS, these goods have been competitively bid per the requirements outlined in the City of Creve Coeur Code of Ordinances.

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

Section 1: The Agreement between City of Chesterfield and the City of Creve Coeur to purchase 1,400 tons of salt for an amount of \$68,922.00 is hereby approved and the execution thereof by the City Administrator is hereby authorized. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the Agreement.

Adopted this 11th day of July, 2016.

Barry Glantz
Mayor

Attest:

Deborah Ryan, MPCC
City Clerk



DEPARTMENT OF PUBLIC WORKS OFFICE MEMO

DATE: June 29, 2016

TO: Mark C. Perkins, City Administrator

FROM: Jim Heines, Director of Public Works

SUBJECT: Annual De-icing Salt Purchase from the Salt Co-op Program

For approximately 15 years, the city has participated in a Salt Co-op group to purchase road salt. The Salt Co-op is a group of cities in the St. Louis area who have joined together to purchase salt in a bulk order to obtain a better pricing. The group is headed by the City of Chesterfield who performs the bidding process as well as managing the program including the accounting and payments for the bulk salt deliveries by barge. Public Works staff was required to commit to a quantity of de-icing salt in April of 2016 so the Salt Co-op could bid specific quantities to obtain a lower price.

Recently, the Salt Co-op opened bids for winter and spring salt purchases. We are happy to report that the results of the bid revealed a 0% increase in the unit cost for salt and hauling from previous year's purchase (see table below).

<u>Purchase Year</u>	<u>Salt Price</u>	<u>% Increase</u>	<u>Delivery Price</u>	<u>% Increase</u>
2011-2012	\$41.89/per ton	NA	\$7.57/per ton	NA
2012-2013	\$41.89/per ton	0%	\$7.73/per ton	2.1%
2013-2014	\$41.89/per ton	0%	\$7.73/per ton	0%
2014-2015	\$62.63/per ton	49.5%	\$7.94/per ton	2.7 %
2015-2016	\$49.23/per ton	(21.4%)	\$7.94/per ton	0%
2016-2017	\$49.23/per ton	0%	\$7.94/per ton	0%

Due to the limited amount of salt we used last year providing snow and ice control in the city, our salt dome is about 3/4 full. For this reason, Public Works staff has committed to ordering a total of 1400 ton, 700 tons for the fall delivery (Nov.-Dec.) and 700 tons delivery in the spring (Jan.-Feb).

The cost to purchase 1400 tons of salt for FY17 is \$68,922.00 and delivery is \$11,116 for a total of \$80,038. Based on projected unit costs similar to last year, Council approved \$94,000.00 in the FY17 budget for salt purchase, calcium chloride, plow blades, snow equipment repairs, and other snow fighting related supplies in account number 01-31-41-7310.

Public Works staff recommends approving the purchase of 1400 tons of de-icing salt from the Salt Co-op. Payments are to be made to the City of Chesterfield for an amount of \$68,922.00. If the salt purchase is approved, Public Works staff will submit a Purchase Order request for Bielman Trucking for the cost of the delivery in the amount of \$11,116.00 to the City Administrator for approval.



690 Chesterfield Pkwy W • Chesterfield MO 63017-0760
 Phone: 636-537-4000 • Fax 636-537-4798 • www.chesterfield.mo.us

June 23, 2016

Attn: Salt Co-op Participants

Dear Participants:

The City of Chesterfield, on behalf of the St. Louis Metro APWA Salt Cooperative (Co-op), most recently opened bids for the purchase of deicing salt on June 17, 2015. At that time, Compass Minerals provided the low bid at a cost of \$49.23 per ton. This was significantly lower than the Co-op paid in 2014, which was \$62.63 per ton, and even more significantly lower than the next lowest 2015 bid of \$71.17 per ton. Compass Minerals has served the Co-op well and is willing to extend its 2015 prices for one additional year. Similarly, Beelman Logistics is also willing to extend its 2015 prices for delivery for one additional year. Accordingly, on June 6, 2016, the Chesterfield City Council approved the one-year extension of the low bid from Compass Minerals for salt and the use of Beelman Logistics, LLC for delivery.

There will be one rate for the 2016/2017 Salt Co-op Program. The rate for deicing salt for both the **fall** (November/December 2016) and **winter** order (February/March 2017) will be **\$49.23** per ton **plus delivery**. Attached is a spreadsheet indicating the bid requests provided by each municipality and the cost of the requested amount.

Please **submit a purchase order to the City of Chesterfield for the proposed amount of salt ordered by August 3, 2016.** Orders will be placed on your behalf to ensure the timely delivery of deicing chemicals. **Prior to placing your order, we must receive a purchase order. If we do not receive a purchase order by August 3, 2016, your salt order will not be placed.**

Purchase orders should be emailed, mailed or faxed to:

City of Chesterfield
 Attn: Kathy Juergens
 690 Chesterfield Parkway West
 Chesterfield, MO 63017
 Phone: 636-537-4762
 Fax: 636-537-4796
 Email: kjuergens@chesterfield.mo.us

As described above, the Co-op will again use Beelman Logistics, LLC for the unloading, loading, hauling, and coordination of activities necessary for the delivery of salt to each

Salt Co-op Participants
 June 23, 2016
 Page 2

municipality. The delivery rate varies depending upon the location of your municipality. A summary of the delivery costs for each municipality is depicted on the attached spreadsheet.

Prior to placing your order, Beelman must receive a purchase order in the extended amount from each municipality. Although the City of Chesterfield has consolidated the bid and coordinated the effort, you are individually contracting with Beelman Logistics for the delivery of salt. **Each municipality must issue a separate purchase order to Beelman Logistics** for the unloading, hauling, and delivery of salt to your storage facility. **If Beelman does not receive a purchase order by the August 3, 2016 deadline, your salt order will not be placed.** Please plan ahead and allow sufficient time for the receipt of your purchase order.

Purchase orders to Beelman should be sent to:

Beelman Logistics, LLC
 Attn: Sue Malick
 One Racehorse Drive
 East St. Louis, IL 62205
 Phone: 618-646-5331
 Fax: 618-646-5431
 Email: suem@beelman.com

If you have changed the delivery location for salt, please contact Sue Malick.

Each year, we remind the participating municipalities that the Co-op does not allow demurrage for the salt shipments. As such, each municipality must commit to receiving salt when it is delivered. It may arrive on a weekend, a holiday or may require overtime. **IF YOU ARE NOT PREPARED TO ACCEPT DELIVERIES WHENEVER THEY ARRIVE, DO NOT ORDER THROUGH THE CO-OP.** We have no ability to reschedule or delay deliveries unless you are willing to pay the demurrage charges on the barges. If you have any questions, please contact Kathy at 636-537-4762.

Sincerely,



James A. Eckrich, P.E.
 Public Works Director/City Engineer

Attachment

CITY	CONTACT	PHONE #/E-MAIL	DELIVERY ADDRESS	TANDEM	TOTAL TONS	2016 QUOTA	MONTH	2017 QUOTA	MONTH	2016/2017 Unit Cost for Salt	Purchase Order to Chesterfield	Unit Cost for Hauling	Purchase Order to Beelman
Arnold	Charlie Allen/Ed Blattner	636-282-6651, 636-282-6650, fax 636-282-2394, callen@arnoldmo.org or eblattner@arnoldmo.org	2900 Arnold Tenbrook Rd		2,000	800	Nov/Dec	1,200	Jan/Feb	\$49.23	\$98,460.00	\$8.05	\$16,100.00
Ballwin	Gary Kramer/Jim Link	636-227-2185, 636-207-2347, fax 636-207-2320, 636-207-2333, gkramer@ballwin.mo.us or jlink@ballwin.mo.us	200 Park Drive		470	170	Nov/Dec	300	Jan/Feb	\$49.23	\$23,138.10	\$8.42	\$3,957.40
Bel-Nor	Donna Reedy/Diana Krosnicki	314-521-8373/314-381-2834 ext 100, fax 314-521-5165 or 314-381-2263, dreedy@fergusoncity.com/belnormous@aol.com	901 Ferguson Avenue		50	25	Nov/Dec	25	Jan/Feb	\$49.23	\$2,461.50	\$8.19	\$409.50
Bel-Ridge (Village of)	Cary Herndon/Gordon Brock	314-267-6846/314-606-5667, fax 314-429-5333, cherndon@bel-Ridge.us / 154@bel-ridge.us	3112 Wheaton Avenue	X	160	80	Nov/Dec	80	Jan/Feb	\$49.23	\$7,876.80	\$7.91	\$1,265.60
Berkeley	Keith White/David James	314-365-3014, 314-522-1539-fax, white@ci.berkeley.mo.us/james@ci.berkeley.mo.us	5860 N. Hanley Road	X	50	25	Nov/Dec	25	Jan/Feb	\$49.23	\$2,461.50	\$7.64	\$382.00
Black Jack	Vijay Bhasin/Geno McFarland	314-355-0400, fax 314-355-4196, cityengineer@cityofblackjack.com, pws@cityofblackjack.com	12640 Old Jamestown Rd	X	300	100	Nov/Dec	200	Jan/Feb	\$49.23	\$14,769.00	\$8.10	\$2,430.00
Breckenridge Hills	Drew Brauner	314-637-6123 c, 314-427-0139, drewlbrauner@gmail.com	3112 Pasteur Ave	X	150	100	Nov/Dec	50	Jan/Feb	\$49.23	\$7,384.50	\$7.39	\$1,108.50
Brentwood	Jim Nahmensen/Lisa Koerkenmeier	314-963-8643/314-963-8629, fax 314-968-0902, 314-962-0819, jnahmensen@brentwood.mo.org or lkoerkenmeier@brentwood.mo.org	8330 Manchester		600	350	Nov/Dec	250	Jan/Feb	\$49.23	\$29,538.00	\$8.04	\$4,824.00
Bridgeton	Vernon Pape/Rob Willers	314-291-4314 (o), 314-267-4149 (C)/314-803-9014 (C Rob), fax 314-739-3456 vpape@bridgetonmo.com/rwlawn@yahoo.com	4015 Fee Fee Road		1,000	500	Nov/Dec	500	Jan/Feb	\$49.23	\$49,230.00	\$7.96	\$7,960.00
Charlack	Peter Daub/Mike Pauley	314-427-4715 ext 3, 314-974-4911, fax 314-427-5049, dauber77@sbcglobal.net	8450 Lackland	X	0	0	Nov/Dec	0	Jan/Feb	\$49.23	\$0.00	\$8.03	\$0.00
Chesterfield	Mike O'Connor/Jim Eckrich	636-812-9602/636-812-9699, moconnor@chesterfield.mo.us	165 Public Works Drive		4,000	1,000	Nov/Dec	3,000	Jan/Feb	\$49.23	\$196,920.00	\$8.62	\$34,480.00
Clayton	Gary Scheipeter/Daneen Schlereth	314-290-8550, 314-290-8540, fax 314-863-5560, gscheipeter@claytonmo.gov / dschlereth@claytonmo.gov	8300 Shaw Park Drive		700	200	Nov/Dec	500	Jan/Feb	\$49.23	\$34,461.00	\$7.37	\$5,159.00
Cool Valley	Deborah Jones/Ramesh Bisram	314-521-3500 ext 801, fax 314-921-8701, cvcityclerk@yahoo.com	100 Signal Hill Drive	X	0	0	Nov/Dec	0	Jan/Feb	\$49.23	\$0.00	\$7.22	\$0.00
Crestwood	Doug Wilson/Brian Hibdon	314-729-4737, 314-729-4730, fax 314-729-4739, dwilson@cityofcrestwood.org, bhibdon@cityofcrestwood.org	8645 Pardee Lane		300	100	Nov/Dec	200	Jan/Feb	\$49.23	\$14,769.00	\$7.44	\$2,232.00
Creve Coeur	Mike Fogg/Patti Hare/Michael Leady	314-274-2100/314-442-2074/314-274-2101, fax 314-872-2505, mfogg@crevecoeur.mo.gov/phare@crevecoeur.mo.gov/mleady@crevecoeurmo.gov	996 Rue de la Banque		1,400	700	Nov/Dec	700	Jan/Feb	\$49.23	\$68,922.00	\$7.94	\$11,116.00
Des Peres	Dave Hahn/Steve Meyer	314-835-6226/314-835-6133, fax 314-835-6131, dhahn@desperesmo.org/smeyer@desperesmo.org,	942 Des Peres Road		550	350	Nov/Dec	200	Jan/Feb	\$49.23	\$27,076.50	\$8.17	\$4,493.50
Ellisville	Larry Kim (Delivery)/Gary Cough/John Calvert (Billing)	Larry 314-226-3541, Gary 314-226-3545, John 636-227-9660, fax 636-227-9486, lkim@ellisville.mo.us/gcough@ellisville.mo.us/jcalvert@ellisville.mo.us	553 Old State Road		1,000	300	Nov/Dec	700	Jan/Feb	\$49.23	\$49,230.00	\$8.75	\$8,750.00
Fairview Heights	Dan Wolf/John Harty	618-489-2023/618-489-2020, fax 618-489-2029, wolf@cofh.org / harty@cofh.org	550 Wilcox		0	0	Nov/Dec	0	Jan/Feb	\$49.23	\$0.00	\$7.54	\$0.00
Fenton	Bob Brendel/Matt Budd	636-349-8155, fax 636-349-8159, bob@fentonmo.org or mbudd@fentonmo.org	700 Rudder Road		400	200	Nov/Dec	200	Jan/Feb	\$49.23	\$19,692.00	\$7.92	\$3,168.00
Ferguson	Chris Harris/Donna Reedy	314-521-8373, fax 314-521-5165, charris@fergusoncity.com / dreedy@fergusoncity.com	901 Ferguson Avenue		1,200	600	Nov/Dec	600	Jan/Feb	\$49.23	\$59,076.00	\$7.60	\$9,120.00
Frontenac	Jim Griffin/Gene Fowler	314-994-9861/314-393-7539, fax 314-373-6625, jgriffin@cityoffrontenac.org / gfowler@cityoffrontenac.org	10555 Clayton Road		150	75	Nov/Dec	75	Jan/Feb	\$49.23	\$7,384.50	\$8.10	\$1,215.00
Glendale	Terry Jones/Jaysen Christensen	314-575-3282/314-965-3600; fax 314-968-4021/314-965-4772, tjones@glendalemo.org, jchristensen@glendalemo.org	721 Bismark Avenue		275	200	Nov/Dec	75	Jan/Feb	\$49.23	\$13,538.25	\$8.10	\$2,227.50
Green Park (no response)	Zella Pope/Bob Reinagel	314-894-7336, 314-578-5440, 314-894-7337-fax zpope@cityofgreenpark.com/breinagel@cityofgreenpark.com			0	0	Nov/Dec	0	Jan/Feb	\$49.23	\$0.00	\$8.10	\$0.00
Greendale	Donna Reedy/Eye-Liza Conner	314-521-8373, 314-383-2577, fax 314-383-2664, dreedy@fergusoncity.com, cityadmin@greendale-mo.us	901 Ferguson Street Ferguson Street Garage		50	25	Nov/Dec	25	Jan/Feb	\$49.23	\$2,461.50	\$8.03	\$401.50
Hazelwood	Paul Williams/Kathy Baker	314-731-8701, fax 314-731-4240, plwilliams@hazelwoodmo.org/clbaker@hazelwoodmo.org	115 Ford Lane		1,000	1,000	Nov/Dec	0	Jan/Feb	\$49.23	\$49,230.00	\$8.02	\$8,020.00
Ladue	Scott Bollinger/Anne Lamitola	314-993-5665, fax 314-994-3195; sbollinger@cityofladue-mo.gov, alamitola@cityofladue-mo.gov	9345 Clayton Road, rear		275	0	Nov/Dec	275	Jan/Feb	\$49.23	\$13,538.25	\$8.10	\$2,227.50
Manchester	Bob Ruck/Mark Belpulsi	636-227-1385 x131/636-227-1385 x137, fax 636-227-3818, ruck@manchestermo.gov or mbelpulsi@manchestermo.gov	800 Second Street		700	400	Nov/Dec	300	Jan/Feb	\$49.23	\$34,461.00	\$8.43	\$5,901.00



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

Meeting: 07/11/16 07:00 PM
Department: Public Works Department
Category: Contract
Prepared By: Richard Beran
Department Head: Jim Heines

SCHEDULED

RESOLUTION

Resolution No. 1231 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Execution of a Contract with Spencer Contracting Company, for Asphalt Pavement Resurfacing Related to the Street Repair Program for the 2017 Fiscal Year for \$267,909.50.

City staff recommends awarding the 2016 Asphalt Pavement Resurfacing Project contract to Spencer Contracting Company due to their low bid for the work as well as their successful completion of the City's annual asphalt pavement resurfacing project from 2015.

RESOLUTION NO. 1231

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE EXECUTION OF A CONTRACT WITH SPENCER CONTRACTING COMPANY, FOR ASPHALT PAVEMENT RESURFACING RELATED TO THE STREET REPAIR PROGRAM FOR THE 2017 FISCAL YEAR FOR \$267,909.50.

WHEREAS, it is necessary to resurface asphalt roadway pavement 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 has been competitively bid per the requirements outlined in the City of Creve Coeur Code of Ordinances;

WHEREAS, Spencer Contracting Company, has provided the lowest and best bid for the 2016 Asphalt Pavement Resurfacing Project;

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

Section 1. The Contract between **Spencer Contracting Company** and the City, attached hereto as "Exhibit A," with a **contract sum not to exceed \$ 267,909.50**, is hereby approved and the execution thereof by the City Administrator is hereby authorized. The Contract as executed shall be substantially in the form of "Exhibit A," with such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Resolution. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient, or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the Contract.

Adopted this 11th day of July, 2016.

Barry Glantz
Mayor

Attest:

Resolution

Meeting of July 11, 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 **Spencer Contracting Company** with offices at **3073 Arnold Tenbrook Road, Arnold, MO 63010** (hereinafter called the "Contractor"). The project identified as **2016 Asphalt Pavement Resurfacing 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 **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.

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 Two Hundred Sixty-Seven, Nine Hundred Nine dollars and Fifty cents (\$ 267,909.50). 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 asphalt pavement resurfacing on City-maintained roadways at selected locations 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
402001A	PAVEMENT MILLING	SY	13,500	\$ 4.50	\$ 60,750.00
403001A	GEOSYNTHETIC INTERLAYER - SYSTEM C	SY	8,100	\$ 2.95	\$ 23,895.00
405001A	TYPE "C" BITUMINOUS PAVEMENT	TON	1,850	\$ 74.25	\$ 137,362.50
407001A	TACK COAT	GAL	660	\$ 5.00	\$ 3,300.00
604201A	ADJUST MANHOLE TO GRADE	EA	15	\$ 125.00	\$ 1,875.00
609301A	ASPHALT CURB	LF	130	\$ 15.00	\$ 1,950.00
612001A	TRAFFIC CONTROL	LS	1	\$ 10,000.00	\$ 10,000.00
613500A	PARTIAL-DEPTH PAVEMENT REPAIR	SY	333	\$ 18.00	\$ 5,994.00
613550A	FULL-DEPTH PAVEMENT REPAIR	SY	167	\$ 49.00	\$ 8,183.00
619000A	MOBILIZATION - MILLING COMBINATION STREETS	EA	1	\$ 800.00	\$ 800.00
619001A	MOBILIZATION - MILLING FULL-DEPTH ASPHALT STREETS	EA	1	\$ 800.00	\$ 800.00
619002A	MOBILIZATION - PAVING	LS	1	\$ 3,200.00	\$ 3,200.00
621001A	EPOXY PAVEMENT MARKINGS	LS	1	\$ 4,800.00	\$ 4,800.00

CONTRACT SUM:	\$ 267,909.50
---------------	---------------

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: _____

SPENCER CONTRACTING COMPANY

By: _____
Signature

Printed Name

Title

(SEAL)

Attest: _____

Date: _____



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: July 5, 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 Asphalt Pavement Resurfacing Project

Competitive bids have been received and evaluated for the City's annual asphalt resurfacing project. City staff recommends pursuing a contract with Spencer Contracting Company 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:

Combination Streets

Tempo Drive (North of Olive)
Sona Lane
Renee Lane
Clarissa Drive
Phyllis Lane
Saucier Drive
Park West Drive
Bal Harbour Drive

Full-Depth Asphalt Streets

Deaver Lane
Larkin Avenue

A map of the project roadways is attached.

The streets listed above were recommended for resurfacing 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 June 14, 16, 20, and June 22, 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 asphalt projects.

Bid Results

Bids for the subject project were publicly opened and read on Thursday, June 30, 2016. A total of three (3) bids were received for the project. The competitiveness of the bids was good. The low bid for the work was also lower than staff had estimated. The bids are summarized below:

1. Spencer Contracting Company.\$ 267,909.50
2. Ford Asphalt Co., Inc.....\$ 300,000.00
3. Byrne and Jones Construction\$ 376,301.16

A copy of the bid results is attached. A mathematical error was found in the Byrne and Jones bid but it did not impact the order of the bids.

Project Financing

The proposed 2016 Asphalt Pavement Resurfacing 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 \$300,000.

Recommendation

Due to their low bid for the work and their successful completion of the City's annual asphalt pavement replacement project in fiscal year 2016, staff recommends awarding the contract to Spencer Contracting Company. Staff expects the good performance from Spencer Contracting to continue with the successful completion of the subject project.

The recommendation is to award the 2016 Asphalt Pavement Resurfacing Project to the firm listed below for a total price of \$267,909.50.

Spencer Contracting Company
3073 Arnold Tenbrook Road
Arnold, MO 63010
(314) 843-5166

Attachments: Bid Tabulation
 Project Map



BID TABULATION

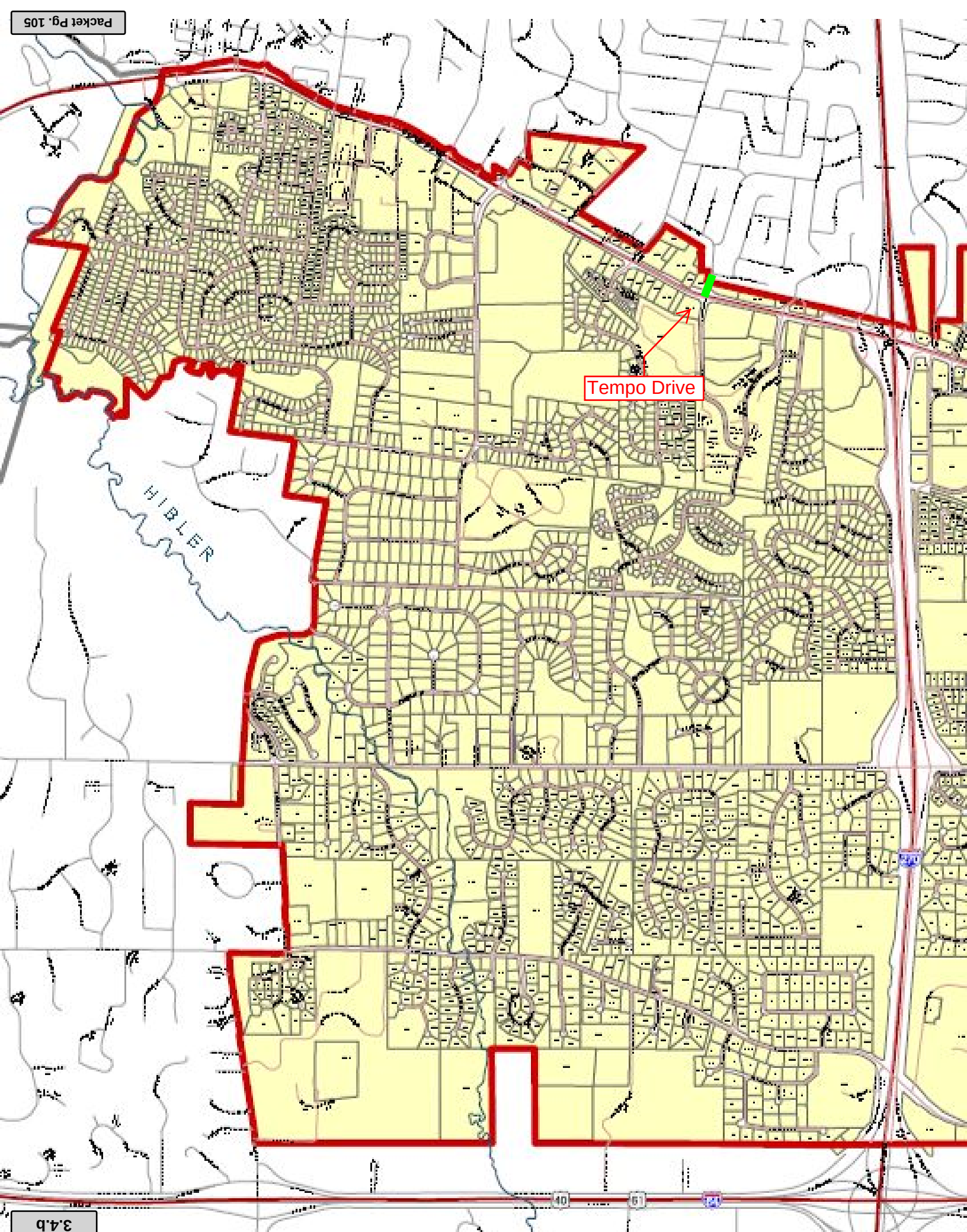
2016 Asphalt Pavement Resurfacing Project

City of Creve Coeur, Missouri

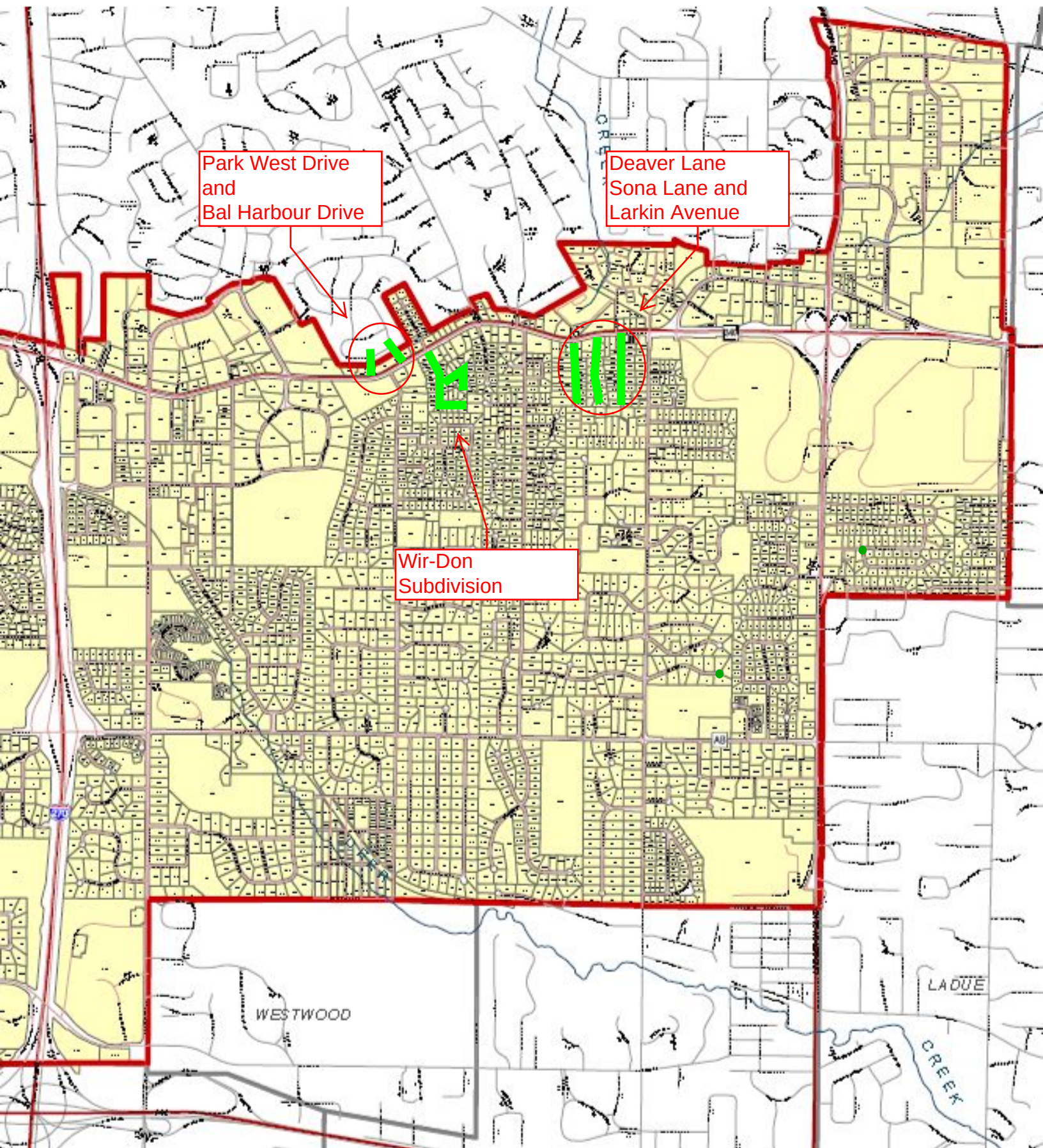
Bids opened: 10:00 am, Thursday, June 30, 2016

Item Number	Item	Unit	Contract Quantity	Spencer Contracting Co.		Ford Asphalt Co., Inc.		Byrne & Jones Construction	
				Unit Bid Price	Item Subtotal	Unit Bid Price	Item Subtotal	Unit Bid Price	Item Subtotal
109500A	SOFT SOILS FORCE ACCOUNT	DOLLAR	5,000	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00
402001A	PAVEMENT MILLING	SY	13,500	\$ 4.50	\$ 60,750.00	\$ 5.80	\$ 78,300.00	\$ 6.36	\$ 85,860.00
403001A	GEOSYNTHETIC INTERLAYER - SYSTEM C	SY	8,100	\$ 2.95	\$ 23,895.00	\$ 3.90	\$ 31,590.00	\$ 3.67	\$ 29,727.00
405001A	TYPE "C" BITUMINOUS PAVEMENT	TON	1,850	\$ 74.25	\$ 137,362.50	\$ 85.00	\$ 157,250.00	\$ 72.22	\$ 133,607.00
407001A	TACK COAT	GAL	660	\$ 5.00	\$ 3,300.00	\$ 0.01	\$ 6.60	\$ 17.72	\$ 11,695.20
604201A	ADJUST MANHOLE TO GRADE	EA	15	\$ 125.00	\$ 1,875.00	\$ 150.00	\$ 2,250.00	\$ 548.67	\$ 8,230.05
609301A	ASPHALT CURB	LF	130	\$ 15.00	\$ 1,950.00	\$ 12.00	\$ 1,560.00	\$ 39.56	\$ 5,142.80
612001A	TRAFFIC CONTROL	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 4,300.00	\$ 4,300.00	\$ 41,165.67	\$ 41,165.67
613500A	PARTIAL-DEPTH PAVEMENT REPAIR	SY	333	\$ 18.00	\$ 5,994.00	\$ 10.00	\$ 3,330.00	\$ 39.36	\$ 13,106.88
613550A	FULL-DEPTH PAVEMENT REPAIR	SY	167	\$ 49.00	\$ 8,183.00	\$ 20.00	\$ 3,340.00	\$ 61.49	\$ 10,268.83
619000A	MOBILIZATION - MILLING COMBINATION STREETS	EA	1	\$ 800.00	\$ 800.00	\$ 2,373.40	\$ 2,373.40	\$ 10,888.50	\$ 10,888.50
619001A	MOBILIZATION - MILLING FULL-DEPTH ASPHALT STREET	EA	1	\$ 800.00	\$ 800.00	\$ 1,000.00	\$ 1,000.00	\$ 2,639.80	\$ 2,639.80
619002A	MOBILIZATION - PAVING	LS	1	\$ 3,200.00	\$ 3,200.00	\$ 4,750.00	\$ 4,750.00	\$ 7,919.43	\$ 7,919.43
621001A	EPOXY PAVEMENT MARKINGS	LS	1	\$ 4,800.00	\$ 4,800.00	\$ 4,950.00	\$ 4,950.00	\$ 11,050.00	\$ 11,050.00
Total Bid:				\$ 267,909.50		\$ 300,000.00		\$ 376,301.16	

Denotes calculation error. Corrected value shown.



Tempo Drive





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

Meeting: 07/11/16 07:00 PM
Department: Police Department
Category: Purchase
Prepared By: Pam Manning
Department Head: Glenn Eidman

SCHEDULED

RESOLUTION

**Resolution No. 1232 - a Resolution Authorizing the City of
Creve Coeur to Purchase Two New Ford Police Interceptor
Utility Awd Vehicles from Lou Fusz Ford for the Total
Amount of \$57,436.00.**

In an effort to be fiscally responsible, maximize the effectiveness of our patrol fleet and provide safe and effective police equipment to our employees, the Police Department has been utilizing a schedule of replacing vehicles in the patrol fleet that have reached a certain mileage or age. The Chief recommends purchase of two (2) new Ford Interceptor AWD vehicles in the amount of \$57,436 as replacements for traffic unit 2413 (2011 Ford Crown Victoria) and command vehicle 2422 (2010 Chevrolet Tahoe).

Resolution

Meeting of July 11, 2016

RESOLUTION NO. 1232

**A RESOLUTION AUTHORIZING THE CITY OF CREVE COEUR TO
PURCHASE TWO NEW FORD POLICE INTERCEPTOR UTILITY AWD
VEHICLES FROM LOU FUSZ FORD FOR THE TOTAL AMOUNT OF
\$57,436.00**

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

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

WHEREAS, the Police Department is requesting funds in the amount of \$57,436.00 payable to Lou Fusz Ford for the purchase of two new Ford Police Interceptor Utility AWD vehicles, in accordance with the 2016 Missouri State Fleet contract #CC160105005. One vehicle priced at \$29,441.00 to be purchased from the Police Department's Administrative budget and one vehicle priced at \$27,995.00 to be purchased from the City's Capital Equipment budget.

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

Section 1: The purchase of two new Ford Police Interceptor Utility AWD vehicles is hereby approved. The approval of this amount is not to exceed the amount of \$57,436.00, pursuant to quotes dated June 20th, 2016 and changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Resolution and necessary, desirable, convenient, or proper in order to carry out the matters herein authorized. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the agreement.

Adopted this 11th Day of July 2016

Barry Glantz
Mayor

Attest:

Deborah Ryan, MPCC
City Clerk



CREVE COEUR POLICE DEPARTMENT INTEROFFICE MEMO

DATE: June 29, 2016

TO: Chief Glenn Eidman DSN 58

FROM: Captain Jon Romas DSN 516

SUBJECT: Vehicle Replacement – Traffic Unit 2413 & Command Vehicle 2422

Overview

In an effort to be fiscally responsible, maximize the effectiveness of our patrol fleet and provide safe and effective police equipment to our employees, the Police Department has been utilizing a schedule of replacing vehicles in the patrol fleet that have reached a certain mileage or age.

Historically, maintenance and repair costs are higher and resale value has dropped as the age and mileage of police vehicles increase.

Vehicles for Replacement

Based upon the vehicle age, mileage and increasing maintenance costs, I recommend the replacement of the below listed vehicles:

Unit Number	Year - Make - Model	Mileage
2413	2011 Ford Crown Victoria Interceptor (traffic unit)	59,867
2422	2010 Chevrolet Tahoe Utility 2WD (command vehicle)	81,840

Unit 2413 has been in service with the Police Department fleet since 2/28/2011 and has been in continuous service since that time. This vehicle is used as a traffic enforcement vehicle and is assigned to one of three CCPD Traffic Safety Officers. This vehicle is utilized for traffic enforcement, impaired driver apprehension, sobriety checkpoints, conveyance of the informational speed display trailer and for public information events. The vehicle is in average cosmetic and mechanical condition, however it is no longer covered by manufacturer warranty and its reliability moving forward is uncertain.

Unit 2422 has been in service with the Police Department fleet since 4/16/2010 and has been in continuous service as a supervisor's vehicle and then a command vehicle since that time. This unit is used as a command vehicle and utilized by watch commanders and the command staff for critical public safety incidents, disaster response, protest activities, civil disobedience response and managing serious/violent crime scenes. It is equipped with dual radios, auxiliary lights, a

portable shelter, additional safety gear and command post equipment. The vehicle is also used as an alternate supervisory vehicle, when needed for that purpose. It is in good cosmetic and mechanical condition; however it is not covered by any manufacturer's warranty and its reliability moving forward is uncertain.

Vehicle Research

The Police Department continually researches the market for police vehicles that meet our needs. Over the last few years we have narrowed our purchase of patrol vehicles to the Dodge Charger PPV and the Ford Utility Interceptor based upon several factors:

- **Practical Service** – Having a reliable patrol vehicle is critical for police response to calls for service. This is especially true when road conditions are bad. During times of heavy snow or icy roads, having a sufficient number of patrol vehicles that have all-wheel drive and all the necessary equipment to deal with the various emergencies that may be encountered allows better service to the community.
- **Performance** - Both vehicles (Chargers and the Ford Utility) performed well during the Michigan State Police track testing, with the V6 Charger boasting the best stopping distance. Additionally, our own maintenance records during the previous fiscal years show that there is little, if any, difference in the gas mileage when comparing the Ford Utility Interceptor with the Dodge Charger PPV. In fact, results from internal tracking of fleet gas mileage has revealed that the Ford Utility vehicles often obtain slightly better gas mileage than the Dodge Chargers.
- **Ergonomics** – The passenger compartment of these vehicles are the working office of police officers and patrol supervisors. Uncomfortable seating, lack of space or poor visibility can create a dangerous work environment.
- **User Feedback** – A factor that shouldn't be underestimated is user feedback from the officers. The feedback from the officers at this department has been overwhelmingly in favor of the Ford Utility Interceptor. Comfort, storage space for emergency equipment, performance and handling during poor road conditions are frequently cited. A small group of officers have stated that they do prefer the compact size of a sedan for daily use; however, even their preference changed to the Ford Utility when asked which vehicle they prefer when weather conditions are poor.
- **Pricing** – There are three (pursuit rated) police utility vehicle packages available through Missouri state contract. The state contract for the Ford Utility is the least expensive of the three.

There are four police sedan packages available through the state contract; the Charger (V6) package, is the least expensive option.

Please refer to the chart below for state contract prices (Dodge #CC160105003, Ford #CC160105005):

Utility Vehicles	2016 State Contract Price*
Chevrolet Tahoe 4WD	\$36,448
Chevrolet Tahoe 2WD	\$34,048
Dodge Durango SSP AWD	\$29,450
Ford Interceptor Utility AWD	\$26,241
Sedans	
Ford Interceptor Sedan	\$25,142
Chevrolet Caprice Police Package	\$24,817
Dodge Charger PPV AWD (V8)	\$24,014
Dodge Charger PPV 2WD (V6)	\$22,514

* Base price only, options that fit the needs of the department effect the final price.

Funding

Funding for the replacement of these vehicles is derived from two sources:

Replacement of the 2011 Ford traffic unit is funded through Police Administrative Division budget, account #01-21-11-9502 which allocates \$29,400 for the purchase of one (1) new Ford Police Interceptor Utility Vehicle this fiscal year (FY 2016-17).

Replacement of the 2010 Chevy Tahoe command vehicle is funded through capital equipment budget, account #02-61-71-9516 which allocates \$28,000 for the purchase of one (1) new Ford Police Interceptor Utility Vehicle this fiscal year (FY 2016-17).

Total allocated funding for both vehicles is \$57,400.

Budgetary Impact

The state contract price, plus options and service fees, for replacement of the traffic unit (2413) will be \$29,441, which is \$41 over the budgeted amount. The \$41 difference is due to a slight increase in cost for options needed for this vehicle, as opposed to a standard patrol car configuration.

The state contract price plus options and service fees for replacement of the command vehicle (2422) will be \$27,995, which is \$5 under the budgeted amount.

Although the purchase will be made under the current state contract pricing, model year of the replacement units (2016 or 2017) will depend upon availability and manufacturer delivery times.

The total expenditure for both cars will be \$57,436, which is \$36 over the budgeted amount.

Surplus Vehicles

Surplus vehicles are consigned to the auto auction, where they are sold and the auction company forwards the proceeds, minus a small consignment fee, back to the City. This provides fair market value for the used patrol vehicles (which often have mechanical or cosmetic defects) and

has proven to be the most efficient and fiscally advantageous method of surplus vehicle disposal. See chart below:

Vehicles Auctioned in 2015-16

	Model Year	Mileage	Auction Price*
Charger	2012	65,059	\$8,820
Charger	2012	75,048	\$8,720
Charger	2013	84,610	\$7,500
Charger	2013	89,834	\$7,300
Charger	2013	84,286	\$7,700
Ford Sedan	2011	70,829	\$5,250
Ford Sedan	2008	58,399	\$5,320

* Minus \$150 consignment fee

Ford Interceptor Utility AWD vehicles have not been rotated out of the fleet, so no residual value data has yet been obtained. However, we do anticipate receiving more for the utility vehicles than we have received for the Dodge Chargers or Ford Crown Victoria's at the auction, based upon publically available value guides.

Recommendation

Based upon the information detailed above, I recommend we purchase two (2) new Ford Interceptor AWD vehicles in the amount of \$57,436 as replacements for traffic unit 2413 (2011 Ford Crown Victoria) and command vehicle 2422 (2010 Chevrolet Tahoe).

Respectfully submitted,

Capt. J. Romas # 516

Capt. J. Romas DSN 516



Lou Fusz Ford

"People All Over CHOOSE FUSZ"

Sales Quote

Date: 6/20/16

MO Contract #

C1160105005

Vendor Andy Eldridge
 Lou Fusz Ford
 #2 Caprice Dr
 Chesterfield, MO 63005
 (636) 532-9955

Ship to

Judy Kobylarek
 City of Creve Coeur
 300 N New Ballas
 Creve Coeur, MO 63141
 314-274-2109

Shipping Method	Shipping Terms
Customer Pickup	

Qty	Item #	Description	Job	Unit Price	Line Total
1.00	K8A	2017 Patrol Utility		\$ 26,241.00	\$ 26,241.00
1.00	76R	Reverse Sensing System		275.00	275.00
1.00	53M	Sync		295.00	295.00
1.00	64E	Aluminum Wheels		475.00	475.00
1.00	21L	Front Auxiliary Warning Lights		550.00	550.00
1.00	39	Auxiliary air conditioning		610.00	610.00
1.00	DLP	Dealer Prep Fee		995.00	995.00
1.00	SPTD	Delete Spot Lamp		0.00	-
				\$ 29,441.00	\$ 29,441.00



Lou Fusz Ford

"People All Over CHOOSE FUSZ"

Sales Quote

Date: 6/20/2016

MO Contract #

C1160105005

Vendor Andy Eldridge
 Lou Fusz Ford
 #2 Caprice Dr
 Chesterfield, MO 63005
 (636) 532-9955

Ship to Judy Kobylarek
 City of Creve Coeur
 300 N New Ballas
 Creve Coeur, MO 63141
 314-872-0946 x 2509

Shipping Method	Shipping Terms
Customer Pickup	

Qty	Item #	Description	Job	Unit Price	Line Total
1.00	K8A	2016 Patrol Utility		\$ 26,241.00	\$ 26,241.00
1.00	39	Auxiliary Rear Air Conditioning		610.00	610.00
1.00	51R	LED Spot Lamp		233.00	233.00
1.00	59E	Keyed Alike 1435x		50.00	50.00
1.00	CNTC	Chrome Center Cap ILO 18" WC		(\$36.00)	\$ (36.00)
1.00	CPTD	Delete Carpet		(98.00)	(98.00)
1.00	DLP	Dealer Prep Fee		995.00	995.00
				Total	\$ 27,995.00



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING

NOTIFICATION OF STATEWIDE CONTRACT

Date: December 7, 2015

CONTRACT TITLE: PATROL VEHICLES – MODEL YEAR 2016

CURRENT CONTRACT PERIOD:	September 24, 2015 through End of 2016 Model Year (Tahoes) December 7, 2015 through End of 2016 Model Year (other models)	
RENEWAL INFORMATION:	Original Contract Period:	September 24, 2015 through End of 2016 Model Year
	Renewal Options Available:	NONE
	Potential Final Expiration:	End of 2016 Model Year
BUYER INFORMATION:	Teri Schulte (573) 522-3296 Teri.schulte@oa.mo.gov	

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.
PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS **MANDATORY** FOR ALL STATE AGENCIES.

Local Purchase Authority shall not be used to purchase supplies/services included
in this contract unless specifically allowed by the contract terms.

The entire contract document may be viewed and printed from the Division of Purchasing's **Awarded Bid & Contract Document Search** located on the Internet at

<http://oa.mo.gov/purchasing>.

~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C116026001 CC160105002	4313370020 1	Don Brown Chevrolet Inc. 2244 South Kingshighway St. Louis, MO 63110 Phone: (314) 772-1400 Fax: (314) 772-1022 Contact: David Helterbrand dave@donbrownchevrolet.com	No	Yes

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/ WBE	COOP PROCURE -MENT
CC160105001	4306209090 5	Lou Fusz Chevrolet 5120 N. Service Road St. Peters, MO 63376 Phone: (314) 565-9315 Fax: (636) 875-5397 Contact: Bryan Fox bryanfox@fusz.com	No	Yes
CC160105003	4312062830 4	Lou Fusz Chrysler Jeep Dodge 3480 Highway K O'Fallon, MO 63368-8138 Phone: (636) 442-8129 Fax: (636) 442-8152 Contact: Mike Benz mbenz@fusz.com	No	Yes
CC160105004	4316465700 0	Landmark Dodge 1900 S. Noland Independence, MO 64055 Phone: (816) 651-6767 Fax: (816) 833-0008 Contact: Larry Wilson Landmarkdodge1@yahoo.com	No	Yes
CC160105005	4315457930 1	Lou Fusz Ford #2 Caprice Dr. Chesterfield, MO 63005 Phone: (636) 532-9955 Fax: (636) 519-2587 Contact: Andy Eldridge andyeldridge@fusz.com	No	Yes

STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
December 7, 2015 through End of 2016 Model Year	12/07/15	Issuance of additional statewide contracts.
September 24, 2015 through End of 2016 Model Year	09/24/15	Initial issuance of new statewide contract NOTE: <u>The initial contract is for the Chevrolet Tahoe models only.</u> All other models can still be purchased from the Model Year 2015 contracts. Once the other models are awarded, this statewide notice will be updated.

PATROL VEHICLES –MODEL YEAR 2016
(Statewide)

GENERAL INFORMATION

Contract C116026001 has been established for the purchase of Model Year 2016 police package Chevrolet Tahoes. Contracts CC160105001, CC160105002, CC160105003, CC160105004 and CC160105005 have been established for the purchase of miscellaneous current model year police package vehicles. These are law enforcement vehicles and their purchase must be intended for law enforcement use. Specific information on warranty, ordering and delivery terms follows. Vehicle specifications and prices, including options, are included herein.

BRAND AND MODEL

Contract Number	Brand	Model	Contractor
C116026001	Chevrolet	Tahoe 2WD 9C1 Pursuit Utility Vehicle	Don Brown Chevrolet
	Chevrolet	Tahoe 4WD 5W4 Special Services Utility Vehicle	
CC160105001	Chevrolet	Caprice PPV Police Package Sedan	Lou Fusz Chevrolet
CC160105002	Chevrolet	Impala Limited Police Package 4-Door Sedan	Don Brown Chevrolet
CC160105003	Dodge	Charger Pursuit All-Wheel Drive Sedan	Lou Fusz Chrysler Jeep Dodge
	Dodge	Durango Special Service Package All-Wheel Drive SUV	
CC160105004	Dodge	Charger Pursuit All-Wheel Drive Sedan (with 12.1" Integrated Screen)	Landmark Dodge
CC160105005	Ford	Police Interceptor Sedan	Lou Fusz Ford
	Ford	Police Interceptor Utility	

WARRANTY

The Standard Factory Warranty shall apply to all vehicles. A properly executed warranty must be delivered with the vehicle. The warranty shall not become effective until the unit is placed in service. If special forms must be filed with the contractor, the State of Missouri will comply with this request.

The warranty shall commence upon delivery and acceptance of the equipment/supplies by the State of Missouri.

ORDERING

NOTE TO STATE AGENCIES: Prior to making a vehicle purchase, the state agency must complete a vehicle pre-approval form and submit it to Cindy Dixon, State Fleet Manager. The pre-approval form can be found at the following website address: <http://oa.mo.gov/general-services/state-fleet-management/vehicle-preapproval-process-and-vehicle-credits>.

Once the state agency receives approval from the State Fleet Manager, the agency shall issue its own PGQ (Quick Price Agreement) order on an as needed basis. The contractor must not ship until they are in receipt of a hard copy PGQ order.

The commodity service codes to use in SAM II are as follows:

07048 – 2WD Tahoe
4WD Tahoe
Interceptor Utility
Durango

07006 - Caprice PPV
Impala Limited
Interceptor Sedan
Chargers

DELIVERY

Must be made between the hours of 8:00 AM and 12:00 Noon or 1:00 PM and 4:00 PM, Monday through Friday, holidays excepted.

In the event the contractor fails to deliver the vehicle by the stated ARO time, the State of Missouri reserves the right to find the same or similar vehicle from another source, and to charge the contractor the difference for the substitution. The State of Missouri reserves the right to exercise this clause on a case-by-case basis, and to consider the degree of contractor responsibility in the delay.

PATROL VEHICLES – MODEL YEAR 2016
(Statewide)

Contract Number: C116026001

Contractor: Don Brown Chevrolet Inc.

Line Item 001

Commodity Service Code: 07048

MAKE/MODEL: 2016 Chevrolet Tahoe 2WD 9C1 Pursuit Utility Vehicle

PRICE: \$34,048.00

EQUIPMENT INCLUDED IN PRICE

- V-8 type, 5.3 liter gasoline engine with engine oil cooler
- Rear wheel drive
- 3.08 to 1 Rear Axle Ratio
- Six (6) speed automatic transmission, heavy-duty for police operation, column-mounted gear shift lever & auxiliary oil cooler.
- Electric power steering
- Tilt steering wheel
- Heavy-duty fade resistant four wheel anti-lock disc brakes with power booster
- Heavy-duty suspension for police usage. Front independent torsion bar & rear multi-link coil spring suspension system.
- Five (5) tires, P265/60R17 BSW, "V" speed rated (includes spare)
- Five 17" x 8" heavy duty steel wheels (includes spare)
- Metal bolt-on center caps
- 170 ampere high output alternator
- Heavy-duty 720 c.c.a. battery
- 730 c.c.a. auxiliary battery with isolator
- Speed Control
- Air conditioning system with integral heater and defroster
- Electric rear window defroster
- Police type certified 0-150 mph speedometer
- AM/FM/CD stereo with USB and SD card reader
- Front & side-impact airbags for driver & front passenger & head curtain side-impact for all rows in outboard seating positions. Head curtain side-impact included for third row seating even though seat has been deleted.
- Radio noise suppression devices included.
- Power windows and door locks, rear power window operable from rear seat and driver's seat, rear window lockout switch controllable from driver's position
- Rear inside door locks and handles fully operable.
- Driver front door and lift gate lock cylinders.
- Heavy-duty cloth 40/20/40 split bench style seating without center 20% section. Center section must be deleted. Power driver & front passenger seat adjusters.
- Heavy-duty cloth 60/40 split folding bench rear seat
- Full color keyed carpeting
- Manufacturer's standard floor mats
- Front license bracket
- Spotlight provision, left hand (driver side) with 6" halogen spotlight
- Factory installed overhead high intensity auxiliary dome lamp
- Power heated outside rear view mirrors
- Manufacturer's standard OnStar system with Bluetooth hands-free connectivity.

- Grill lamp/siren speaker wiring for connection to agency furnished equipment.
- Horn/Siren wiring circuit for connection of agency furnished switch.
- Deep tinted glass, all windows except windshield & front door windows which shall be a light tinted glass.
- Single key locking system with minimum of two (2) keyless entry key fobs. Each vehicle keyed differently.
- Keyless entry system
- Standard Production Solid Color Exterior and Standard Interior Trim
- Factory installed trailering equipment, to include hitch & wiring
- Front under body shield.
- Fleet Free Maintenance Credit applied

AVAILABLE OPTIONS
(for line item 001)

Line Item 002 – 4WD 9C1 Pursuit Option \$2,992.00
(Includes 2-speed electronic Autotrac transfer case with rotary controls)

Line item 003 – Complete 40/20/40 cloth front NO CHARGE
bench seating ***must state when ordering**

Line Item 004 – Keyless entry transmitters \$69.00
(package of six (6) transmitters)

Line Item 005 – Power adjustable brake \$138.00
and accelerator pedals

Line Item 006 – Black vinyl floor covering \$161.00
(delete carpet and carpeted floor mats) (credit)

Line Item 007 – Optional 17" x 8" polished \$466.00
aluminum wheels (spare may remain steel)

Line Item 016: Miscellaneous Option/Features
**for the purchase of options/features not specifically identified herein

DELIVERY: 90 days ARO

WARRANTY: 3 years or 36,000 miles (bumper to bumper)
5 years or 100,000 miles (drive train)

**PREPARATION COST FOR COOPERATIVE PROCUREMENT MEMBERS & OTHER STATE AGENCIES
(fee pertains to line item 001)****Line Item 008 – Preparation Cost****\$679.00 per vehicle**

Other State agencies and Cooperative Procurement members may purchase vehicles off this contract. The total vehicle preparation cost stated for the vehicles processed through the contractors dealership is charged per vehicle.

PATROL VEHICLES – MODEL YEAR 2016
(Statewide)

Contract Number: C116026001

Contractor: Don Brown Chevrolet Inc.

Line Item 009

Commodity Service Code: 07048

MAKE/MODEL: 2016 Chevrolet Tahoe 4WD 5W4 Special Services Utility Vehicle

PRICE: \$36,448.00

EQUIPMENT INCLUDED IN PRICE

- V-8 type, 5.3 liter gasoline engine with engine oil cooler
- Four Wheel Drive
- 3.08 to 1 Rear Axle Ratio
- Six (6) speed automatic transmission, heavy-duty for police operation, column-mounted gear shift lever & auxiliary oil cooler.
- Electric power steering
- Tilt steering wheel
- Heavy-duty fade resistant four wheel anti-lock disc brakes with power booster
- Premium Smooth Ride Suspension System
- Five (5) tires, Optional P265/70R17 all-terrain BSW (includes spare)
- Five 17" x 8" heavy duty steel wheels (includes spare)
- Plastic center caps
- 170 ampere alternator
- Heavy-duty 720 c.c.a. battery
- 730 c.c.a. auxiliary battery with isolator
- Speed Control
- Air conditioning system with integral heater and defroster
- Electric rear window defroster
- AM/FM/CD stereo with USB and SD card reader
- Front & side-impact airbags for driver & front passenger & head curtain side-impact for all rows in outboard seating positions. Head curtain side-impact included for third row seating even though seat has been deleted.
- Radio noise suppression devices included.
- Power windows and door locks, rear power window operable from rear seat and driver's seat, rear window lockout switch controllable from driver's position
- Rear inside door locks and handles fully operable.
- Driver front door and lift gate lock cylinders.
- Heavy-duty cloth 40/20/40 split bench style seating without center 20% section. Center section must be deleted. Power driver & front passenger seat adjusters.
- Heavy-duty cloth 60/40 split folding bench rear seat
- Full color keyed carpeting
- Manufacturer's standard floor mats
- Front license bracket
- Spotlight provision, left hand (driver side) with 6" halogen spotlight
- Factory installed overhead high intensity auxiliary dome lamp
- Power heated outside rear view mirrors
- Manufacturer's standard OnStar system with Bluetooth hands-free connectivity.
- Grill lamp/siren speaker wiring for connection to agency furnished equipment.

- Horn/Siren wiring circuit for connection of agency furnished switch.
- Deep tinted glass, all windows except windshield & front door windows which shall be a light tinted glass.
- Single key locking system with minimum of two (2) keyless entry key fobs. Each vehicle keyed differently.
- Keyless entry system
- Standard Production Solid Color Exterior and Standard Interior Trim
- Factory installed trailering equipment, to include hitch & wiring
- Manufacturer installed skid plate.
- Fleet Free Maintenance Credit applied

AVAILABLE OPTIONS
(for line item 009)

Line Item 010 – Remove Left (driver side) **\$396.00**
factory spotlight provision and (credit)
installed 6" halogen spotlight

Line item 011 – Complete 40/20/40 cloth front **NO CHARGE**
bench seating

Line Item 012 – Power adjustable brake **\$138.00**
and accelerator pedals

Line Item 013 – Delete steel wheels & replace **\$580.00**
with factory installed 18" aluminum
wheels (spare may remain steel).
Requires change to 18" all season tires.

Line Item 016: Miscellaneous Option/Features
**for the purchase of options/features not specifically
identified herein

DELIVERY: 90 days ARO

WARRANTY: 3 years or 36,000 miles (bumper to bumper)
5 years or 100,000 miles (drive train)

**PREPARATION COST FOR COOPERATIVE PROCUREMENT MEMBERS & OTHER STATE AGENCIES
(fee pertains to line item 009)****Line Item 014 – Preparation Cost****\$679.00 per vehicle**

Other State agencies and Cooperative Procurement members may purchase vehicles off this contract. The total vehicle preparation cost stated for the vehicles processed through the contractors dealership is charged per vehicle.

PATROL VEHICLES – MODEL YEAR 2016
(Statewide)

Contract Number: CC160105001

Contractor: Lou Fusz Chevrolet

LINE ITEM 001

Commodity Service Code: 07006

MAKE/MODEL: 2016 Chevrolet Caprice Police Package Sedan

PRICE: \$24,817.00

EQUIPMENT INCLUDED IN PRICE

- 6.0 liter V8 gasoline engine with heavy duty cooling system and auxiliary engine oil cooler
- Rear wheel drive
- Six (6) Speed heavy duty transmission for police operation, with auxiliary oil cooler, column mounted shift lever
- 2.92 to 1 Rear Axle Ratio, Limited Slip
- Electric Assist rack and pinion steering
- Heavy-duty fade resistant four wheel anti-lock disc brakes with power booster
- Heavy-duty 4 wheel independent front and rear suspension
- Tilt and telescoping steering wheel
- Five (5) Goodyear P235/50R18 BSW tires "W" speed rated, (includes full size spare)
- Five (5) 18" heavy-duty steel wheels (includes full size spare)
- Full wheel covers
- 170 ampere alternator
- 700 c.c.a heavy-duty battery
- 700 c.c.a heavy-duty auxiliary battery located in trunk.
- Cruise control factory installed
- Factory installed air conditioning with integral heater and defroster
- Electric rear window defroster
- Speedometer, Police type, 0-160 MPH, certified for accuracy
- AM/FM Stereo
- Power windows and door locks. Rear power windows operable from rear seat and driver's seat. Rear window lockout switch controllable from the driver's position
- Rear inside door locks and handles fully operable
- Single key system for ignition, door, and deck lid with two (2) keyless entry key fobs. Each vehicle keyed differently
- Deck lid key lock cylinder. Driver side front door lock cylinder
- Automatic Deck Lid Release: electric to unlock the deck lid from driver's position inside vehicle, ignition powered
- Outside Rearview mirrors power-heated
- Heavy-duty front bucket seats reinforced for increased support and covered with heavy duty cloth fabric.
- Heavy-duty cloth fabric rear bench seat
- Driver and front passenger air bags, head curtain and knee air bags for driver and front passenger only, front seat back mounted thorax air bags
- Full color keyed carpeting
- Manufacturer's carpeted mats
- Front license bracket
- Left (driver side) factory spotlight provision with 6" halogen spotlight installed
- Factory installed overhead red/white auxiliary dome lamp wired and switched independently from standard dome lamp
- Grill lamp and siren speaker wiring provision
- Horn/siren wiring circuit for connection of agency furnished switch
- Standard production solid color exterior and standard interior trim

**AVAILABLE OPTIONS
(for line item 001)**

Line Item 002: 3.6 liter V6 gasoline engine **\$0.00**
(deletes 6.0 liter V8 gasoline engine & external engine oil cooler)

Line Item 003: Delete auxiliary equipment battery **\$211.00**
(credit)

Line Item 004: Head curtain roof rail mounted **\$75.00**
airbags, combined front & rear passenger

Line Item 005: Six (6) Keys with integrated **\$150.00**
remote entry

Line Item 045: Miscellaneous Option/Features
**for the purchase of options/features not specifically identified herein

DELIVERY: 60 – 90 days ARO

WARRANTY: 3 years or 36,000 miles (bumper to bumper)
5 years or 100,000 miles (drive train)

**PREPARATION & DELIVERY COST FOR COOP
MEMBERS & OTHER STATE AGENCIES**

Line Item 006 – Preparation Cost **\$995.00** per vehicle
Other State agencies and Cooperative Procurements may purchase vehicles off this contract. The total vehicle preparation cost for the vehicles processed through the contractors dealership is a per vehicle price.

Line Item 044 - \$1.50 per mile
Total round trip per mile to deliver cooperative procurement and other state agencies vehicles if requested.

PATROL VEHICLES – MODEL YEAR 2016
(Statewide)

Contract Number: CC160105002

Contractor: Don Brown Chevrolet Inc.

Line Item 007

Commodity Service Code: 07006

MAKE/MODEL: 2016 Chevrolet Impala Limited Police Package Four Door Sedan

PRICE: \$19,062.00

ORDER CUT-OFF DATE:

DECEMBER 15, 2015

EQUIPMENT INCLUDED IN PRICE

- V-6, 3.6 Liter Gasoline Engine with Heavy-Duty Cooling system and auxiliary engine oil cooler
- Front wheel drive
- Six speed automatic transmission, heavy-duty for police operation. Column shifter and external oil cooler
- Heavy-duty power rack and pinion steering with oil cooler
- Tilt steering wheel
- Heavy-duty fade resistant four wheel anti-lock disc brakes with power booster
- Four wheel heavy-duty independent suspension designed for heavy duty police use
- Four (4) P235/55R17 BSW "W" speed rated tires
- Four (4) 17" heavy-duty steel wheels
- Manufacturers option full wheel covers
- Compact spare tire/wheel
- 170 ampere alternator
- Heavy-duty battery for police use
- Police type 0-140 mph speedometer certified for accuracy
- Cruise control
- Automatic deck lid release; electric to unlock from driver's position inside vehicle; ignition controlled
- Driver and passenger front air bag, side curtain air bags driver and passenger, driver and front passenger seat mounted thorax air bags
- AM/FM Stereo
- Power windows and door locks, rear window operable from rear seat and driver's seat, rear window lockout switch controllable from driver's position
- Rear inside door locks and handles fully operable
- Single key locking system with two (2) keyless entry key fobs. Each vehicle keyed differently
- Deck lid and driver door lock cylinders
- Protective body side moldings
- Air conditioning with integral heater and defroster
- Electric rear window defroster
- Reinforced heavy-duty front bucket seats with heavy-duty cloth fabric. No center console. Power adjusting driver and passenger seat
- Heavy-duty cloth fabric rear bench seat
- Full carpeting, both front and rear
- Manufacturer's carpeted mats
- Front license bracket
- Spotlight provision; left hand with 6" halogen spotlight
- Dome & courtesy lamp disable, lamps controlled by IP switch only
- Auxiliary dome lamp
- Grill lamp, siren speaker wiring provision
- Power heated outside rear view mirrors
- Standard production solid color exterior and standard interior trim
- Horn/siren wiring circuit

AVAILABLE OPTIONS
(for line item 007)

Line Item 008 – Detective Street Appearance
Package (includes spotlight
and spotlight provision delete

-\$242.00
credit

Line Item 045: Miscellaneous Option/Features

**for the purchase of options/features not specifically
identified herein

DELIVERY: 90 days ARO

WARRANTY: 3 years or 36,000 miles (bumper to bumper)
5 years or 100,000 miles (drive train)

**PREPARATION & DELIVERY COST FOR COOP MEMBERS & OTHER STATE AGENCIES
(fee pertains to line item 007)**

Line Item 009 – Preparation Cost **\$685.00** per vehicle

Other State agencies and Cooperative Procurement members
may purchase vehicles off this contract. The total vehicle preparation cost stated for the vehicles processed through the contractors
dealership is charged per vehicle.

Line Item 039 – Delivery Cost **\$0.98** per mile

Total round trip per mile cost for contractor to deliver cooperative procurement member and other state agency vehicles if requested.

PATROL VEHICLES – MODEL YEAR 2016
(Statewide)

Contract Number: CC160105003

Contractor: Lou Fusz Chrysler Jeep Dodge

Line Item 010

Commodity Service Code: 07006

MAKE/MODEL: 2016 Dodge Charger Pursuit All-Wheel Drive Sedan **PRICE: \$24,014.00**

EQUIPMENT INCLUDED IN PRICE

- | | |
|---|--|
| <ul style="list-style-type: none"> - 5.7 liter V8 gasoline engine with heavy-duty cooling system and engine oil cooler - All wheel drive - Five (5) speed automatic with overdrive, heavy-duty for police operation. Column mounted shift lever. - 3.07 to 1 rear axle ratio - Heavy-duty electro-hydraulic rack and pinion power steering with oil cooler. - Tilt steering wheel - Heavy-duty fade resistant four wheel anti-lock disc brakes with power booster - Heavy-duty 4 wheel independent front and rear police tuned suspension. - Five (5) tires, 225/60R18 BSW, “W” speed rated (includes full-size spare) - Five (5) 18” x 7.5” steel wheels (includes full-size spare) - 18” Full Wheel Covers - 220 ampere heavy-duty alternator - 800 c.c.a. minimum battery - Bluetooth hands-free device - Police type speedometer certified for accuracy - Speed Control - Air conditioning system with integral heater and defroster - Electric rear window defroster - AM/FM Stereo - Power windows and door locks, rear power window operable from rear seat and driver’s seat, rear window lockout switch controllable from driver’s position - Rear inside door locks and handles fully operable - Single key locking system - Electric to unlock the deck lid from driver’s position inside the vehicle, ignition powered - Heated power adjusting outside rear view mirrors - Heavy-duty bucket seats, reinforced for increased support and covered with heavy duty cloth fabric; no center console; power adjusting driver seat - Heavy-duty cloth bench rear seat - Driver and front passenger air bags, driver and passenger side curtain air bags and driver and front passenger seat mounted thorax air bags - Full carpeting front and rear - Carpeted floor mats - Front license bracket - Factory spotlight provision, left hand with 6” halogen spotlight - High intensity red/white auxiliary dome lamp wired and switched independently from standard dome lamp - Standard production solid color exterior and standard interior trim | <ul style="list-style-type: none"> - Proximity entry system with push button start and police strategy - Police equipment mounting bracket located between front seats |
|---|--|

**AVAILABLE OPTIONS
(for line item 010)**

- | | |
|---|---|
| <p>Line Item 011 – 3.6 liter V6 gasoline engine
(deletes all-wheel drive & changes axle ratio to 2.62 to 1; changes power steering to electric assist & deletes power steering oil cooler)</p> <p>Line Item 012 – Delete all-wheel drive system
(changes axle ratio to 2.62 to 1; changes power steering to electric assist & deletes power steering oil cooler)</p> <p>Line Item 013 – Fleet park assist system with backup camera</p> <p>Line Item 014 – Convenience Group 1
(includes power adjustable pedals & driver/front passenger power adjusting seats)</p> <p>Line Item 015 – Four (4) additional key FOBS
(at time of order only!)</p> <p>Line Item 045 – Miscellaneous Options/Features
**for the purchase of options/features not specifically identified herein</p> | <p align="right"><u>\$1,500.00</u> (credit)</p> <p align="right"><u>\$1,000.00</u> (credit)</p> <p align="right"><u>\$350.00</u></p> <p align="right"><u>\$480.00</u></p> <p align="right"><u>\$100.00</u></p> |
|---|---|
- DELIVERY:** 45 – 90 days ARO
- WARRANTY:** 3 years or 36,000 miles (bumper to bumper)
5 years or 100,000 miles (power train)

PREPARATION & DELIVERY COST FOR COOP MEMBERS & OTHER STATE AGENCIES
(fee pertains to line item 010)

Line Item 016 – Preparation Cost

\$975.00 per vehicle

Other State agencies and Cooperative Procurement members may purchase vehicles off this contract. The total vehicle preparation cost stated for the vehicles processed through the contractors dealership is charged per vehicle.

Line Item 044 – Delivery Cost

\$1.50 per mile

Total round trip per mile cost for contractor to deliver cooperative procurement member and other state agency vehicles if requested.

PATROL VEHICLES – MODEL YEAR 2016
(Statewide)

Contract Number: CC160105004

Contractor: Landmark Dodge

Line Item 017

Commodity Service Code: 07006

MAKE/MODEL: 2016 Dodge Charger Pursuit All-Wheel Drive Sedan
With 12.1" Integrated Screen

PRICE: \$25,590.50

EQUIPMENT INCLUDED IN PRICE

- 5.7 liter V8 gasoline engine with heavy-duty cooling system and engine oil cooler
- All wheel drive
- Five (5) speed automatic with overdrive, heavy-duty for police operation. Column mounted shift lever.
- 3.07 to 1 rear axle ratio
- Heavy-duty electro-hydraulic rack and pinion power steering with oil cooler.
- Tilt steering wheel
- Heavy-duty fade resistant four wheel anti-lock disc brakes with power booster
- Heavy-duty 4 wheel independent front and rear police tuned suspension.
- Five (5) tires, 225/60R18 BSW, "W" speed rated (includes full-size spare)
- Five (5) 18" x 7.5" steel wheels (includes full-size spare)
- 18" Full Wheel Covers
- 220 ampere heavy-duty alternator
- 800 c.c.a. minimum battery
- Bluetooth hands-free device
- Police type speedometer certified for accuracy
- Speed Control
- Air conditioning system with integral heater and defroster
- Electric rear window defroster
- AM/FM Stereo
- 12.1" factory installed integrated computer screen
- Power windows and door locks, rear power window operable from rear seat and driver's seat, rear window lockout switch controllable from driver's position
- Rear inside door locks and handles fully operable
- Single key locking system
- Electric to unlock the deck lid from driver's position inside the vehicle, ignition powered
- Heated power adjusting outside rear view mirrors
- Heavy-duty bucket seats, reinforced for increased support and covered with heavy duty cloth fabric; no center console; power adjusting driver seat
- Heavy-duty cloth bench rear seat
- Driver and front passenger air bags, driver and passenger side curtain air bags and driver and front passenger seat mounted thorax air bags
- Full carpeting front and rear
- Carpeted floor mats
- Front license bracket
- Factory spotlight provision, left hand with 6" halogen spotlight
- High intensity red/white auxiliary dome lamp wired and switched independently from standard dome lamp

- Standard production solid color exterior and standard interior trim
- Proximity entry system with push button start and police strategy
- Police equipment mounting bracket located between front seats

AVAILABLE OPTIONS
(for line item 017)

Line Item 018 – 3.6 liter V6 gasoline engine **\$2,380.00**
(deletes all-wheel drive & changes (credit)
axle ratio to 2.62 to 1; changes
power steering to electric assist &
deletes power steering oil cooler)

Line Item 019 – Delete all-wheel drive system **\$1,170.00**
(changes axle ratio to 2.62 to 1; (credit)
changes power steering to electric
assist & deletes power steering oil
cooler)

Line Item 020 – Left (driver side) factory spotlight **\$134.00**
provision with 6" LED spotlight
installed in lieu of halogen spotlight

Line Item 021 – Fleet park assist system with **\$312.00**
backup camera

Line Item 022 – Convenience Group 1 **\$427.00**
(includes power adjustable pedals
& driver/front passenger power adjusting
seats)

Line Item 023 – Four (4) additional key FOBS **\$89.00**

Line Item 045 – Miscellaneous Options/Features
**for the purchase of options/features not
specifically identified herein

DELIVERY: 60 – 120 days ARO

WARRANTY: 3 years or 36,000 miles (bumper to bumper)
5 years or 100,000 miles (power train)

PREPARATION & DELIVERY COST FOR COOP MEMBERS & OTHER STATE AGENCIES
(fee pertains to line item 017)

Line Item 024 – Preparation Cost

\$510.00 per vehicle

Other State agencies and Cooperative Procurement members may purchase vehicles off this contract. The total vehicle preparation cost stated for the vehicles processed through the contractors dealership is charged per vehicle.

Line Item 044 – Delivery Cost

\$0.65 per mile

Total round trip per mile cost for contractor to deliver cooperative procurement member and other state agency vehicles if requested.

PATROL VEHICLES – MODEL YEAR 2016
(Statewide)

Contract Number: CC160105003

Contractor: Lou Fusz Chrysler Jeep Dodge

Line Item 025

Commodity Service Code: 07048

MAKE/MODEL: 2016 Dodge Durango Special Service Package AWD Sport Utility

PRICE: \$29,450.00

EQUIPMENT INCLUDED IN PRICE

- 5.7 liter V8 gasoline engine with heavy-duty cooling system and engine oil cooler
- All wheel drive
- Eight (8) speed automatic with overdrive.
- 3.07 to 1 rear axle ratio
- Tilt steering wheel
- Heavy-duty four wheel anti-lock disc brakes with power booster
- Front and rear independent suspension systems.
- Manufacturer's standard tires; full size spare
- Manufacturer's standard aluminum wheels (includes full-size spare – steel spare wheel is acceptable)
- 220 ampere heavy-duty alternator
- 800 c.c.a. minimum battery
- Bluetooth hands-free device
- Police type speedometer certified for accuracy
- Speed Control
- Air conditioning system with integral heater and defroster
- Electric rear window defroster
- Rear liftgate glass wiper with washer
- AM/FM Stereo
- Power windows and door locks
- Single key locking system
- Heated power adjusting outside rear view mirrors
- Heavy-duty cloth bucket seats with power adjusting driver seat
- Heavy-duty cloth second row 60/40 bench seat
- No third row seating
- Driver and front passenger air bags, driver and passenger side curtain air bags and driver and front passenger seat mounted thorax air bags
- Full carpeting front and rear
- Carpeted floor mats
- Front license bracket
- Factory installed spot lamp wiring
- High intensity red/white auxiliary dome lamp wired and switched independently from standard dome lamp
- Factory installed tow package with class 4 receiver hitch
- Skid plates for fuel tank, transfer case, front suspension and underbody
- Standard production solid color exterior and standard interior trim
- Keyless entry system

AVAILABLE OPTIONS
(for line item 025)

Line Item 026 – 3.6 liter V6 gasoline engine	<u>\$2,200.00</u>
(changes all-wheel drive system to single speed)	(credit)

Line Item 027 – 3.6 liter V6 engine with rear wheel drive	<u>\$1,500.00</u>
(deletes all-wheel drive system)	(credit)
No skid plates	

Line Item 028 – Backup Camera System **\$1,095.00**
(factory installed)

Line Item 045 – Miscellaneous Options/Features
**for the purchase of options/features not specifically identified herein

DELIVERY: 60 – 90 days ARO

WARRANTY: 3 years or 36,000 miles (bumper to bumper)
5 years or 100,000 miles (power train)

PREPARATION & DELIVERY COST FOR COOP MEMBERS & OTHER STATE AGENCIES
(fee pertains to line item 025)

Line Item 029 – Preparation Cost **\$975.00 per vehicle**

Other State agencies and Cooperative Procurement members may purchase vehicles off this contract. The total vehicle preparation cost stated for the vehicles processed through the contractors dealership is charged per vehicle.

Line Item 044 – Delivery Cost **\$1.50 per mile**

Total round trip per mile cost for contractor to deliver cooperative procurement member and other state agency vehicles if requested.

PATROL VEHICLES – MODEL YEAR 2016
(Statewide)

Contract Number: CC160105005

Contractor: Lou Fusz Ford

Line Item 030

Commodity Service Code: 07006

MAKE/MODEL: 2016 Ford Police Interceptor Sedan

PRICE: \$25,142.00

EQUIPMENT INCLUDED IN PRICE

- V-6 type, 3.5 liter turbo-charged (EcoBoost) gasoline engine with heavy-duty cooling system and engine oil cooler
- 148 mph top speed calibration
- All wheel drive
- Six speed automatic heavy-duty police calibration, column mounted gear selector and auxiliary oil cooler
- Heavy-duty electric power assist steering
- Tilt steering wheel
- Heavy-duty fade resistant four wheel anti-lock disc brakes with power booster
- Independent front and rear suspension. Front and rear stabilizer bars
- Five (5) tires, 245/55R18 BSW, “W” speed rated (includes spare)
- Five (5) 18” x 8” heavy-duty steel wheels (includes spare)
- 18” Full Wheel Covers
- 220 ampere heavy duty alternator
- 750 c.c.a. minimum battery
- Police type speedometer certified for accuracy
- Speed Control
- Air conditioning system with integral heater and defroster
- Electric rear window defroster
- AM/FM Stereo
- Power adjustable brake and accelerator pedals
- Radio noise suppression bonding straps
- Rear inside door locks and handles fully operable
- Automatic Deck Lid Release, ignition controlled
- Deck lid and driver door key lock cylinder
- Single key locking system
- Heavy-duty front bucket seats without center console, designed for police usage and covered with heavy-duty cloth fabric. 6-way power adjusting driver seat
- Heavy-duty cloth bench rear seat
- Driver and front passenger air bags, driver and passenger side curtain air bags, and driver and front passenger seat mounted thorax air bags
- Full carpeting both front and rear
- Carpeted floor mats
- Front license bracket
- Factory spotlight provision, left hand with 6” halogen spotlight
- Police power pigtail harness
- Pre-wiring for LED, siren, and speaker
- Courtesy lamps disabled when any door is opened
- Front row overhead red/white auxiliary dome lamp
- Standard Production Solid Color Exterior and Standard Interior Trim
- L.H and R.H power heated power adjusting outside rearview mirrors
- Remote Keyless entry with a minimum of two (2) FOBs
- Head lamp housing prep package. Does not include LED installed lights
- Power windows and door locks, rear power windows operable from rear seat and driver’s seat, rear window lockout switch controllable from driver’s position

AVAILABLE OPTIONS
(for line item 030)

Line Item 031 – 3.7 liter V6 gasoline engine with all wheel drive (normally aspirated)	<u>\$1,061.00</u> (credit)
Line Item 032 – 3.5 liter V6 gasoline engine with front wheel drive (normally aspirated)	<u>\$2,439.00</u> (credit)
Line Item 033 – Ford SYNC	<u>\$590.00</u>
Line Item 034 – Standard chrome center caps	<u>\$36.00</u> (credit)

DELIVERY: 90-120 days ARO

WARRANTY: 3 years or 36,000 miles (bumper to bumper)
5 years or 100,000 miles (power train)

PREPARATION & DELIVERY COST FOR COOP MEMBERS & OTHER STATE AGENCIES
(fee pertains to line item 030)

Line Item 035 – Preparation Cost

\$995.00 per vehicle

Other State agencies and Cooperative Procurement members may purchase vehicles off this contract. The total vehicle preparation cost stated for the vehicles processed through the contractors dealership is charged per vehicle.

Line Item 044 – Delivery Cost

\$1.50 per mile

Total round trip per mile cost for contractor to deliver cooperative procurement member and other state agency vehicles if requested.

MISCELLANEOUS OPTIONS/FEATURES

Line Item 045 – Miscellaneous Options/Features

**for the purchase of options/features not specifically identified herein

PATROL VEHICLES – MODEL YEAR 2016
(Statewide)

Contract Number: CC160105005

Contractor: Lou Fusz Ford

Line Item 036

Commodity Service Code: 07048

MAKE/MODEL: 2016 Ford Police Interceptor Utility AWD

PRICE: \$26,241.00

EQUIPMENT INCLUDED IN PRICE

- V-6 type, 3.7 liter normally aspirated gasoline engine with heavy-duty cooling system and engine oil cooler
- All wheel drive
- Six speed automatic heavy-duty police calibration, column mounted gear selector and auxiliary oil cooler
- Heavy-duty fade resistant four wheel anti-lock disc brakes with power booster
- Heavy-duty electric power assist steering
- Tilt steering wheel
- Independent front and rear suspension. Front and rear stabilizer bars
- Five (5) tires, 245/55R18 BSW, “W” speed rated (includes spare)
- Five (5) 18” x 8” heavy-duty steel wheels (includes spare)
- 18” Full Wheel Covers
- 220 ampere heavy-duty alternator
- 750 c.c.a. minimum battery
- Police type speedometer certified for accuracy
- Speed Control
- Air conditioning system with integral heater and defroster
- Electric rear window defroster
- AM/FM Stereo
- Power adjustable brake and accelerator pedals
- Radio noise suppression bonding straps
- Power windows and door locks, rear power window operable from rear seat and driver’s seat, rear window lockout switch controllable from driver’s position
- Rear inside door locks and handles fully operable
- Lift gate key lock cylinder and driver door key lock cylinder
- Single key locking system
- Heavy-duty front bucket seats without center console, designed for police usage and covered with heavy-duty cloth fabric. 6-way power adjusting driver seat
- Privacy glass for second and third row
- Heavy-duty cloth bench rear seat
- Driver and front passenger air bags, driver and passenger side curtain air bags and driver and front passenger seat mounted thorax air bags
- Full carpeting first and second row
- Carpeted floor mats
- Front license bracket
- Factory spotlight provision, left hand with 6” halogen spotlight
- Police power pigtail harness
- Pre-wiring for LED lamp, siren and speaker
- Courtesy lamps disabled when any door is opened
- First row red/white auxiliary dome lamp
- Red/White overhead dome lamp in cargo area.

- Headlamp housing prep package. Does not include LED installed lights.
- Standard production solid color exterior and standard interior trim
- Left hand and right hand power adjusting outside rearview mirrors
- Remote keyless entry with a minimum of two (2) fobs

**AVAILABLE OPTIONS
(for line item 036)**

Line Item 037 – 3.5 liter V6 Turbo-charged (EcoBoost) gasoline engine	<u>\$1,795.00</u>
Line Item 038 – Black vinyl floor covering (Deletes carpet and carpeted floor mats)	<u>\$98.00</u> (credit)
Line Item 039 – Auxiliary air conditioning	<u>\$610.00</u>
Line Item 040 – Ford SYNC	<u>\$295.00</u>
Line Item 041 – Reverse sensing system	<u>\$275.00</u>
Line Item 042 – Standard chrome center caps	<u>\$36.00</u> (credit)
Line Item 045 – Miscellaneous Options/Features **for the purchase of options/features not specifically identified herein	

DELIVERY: 90-120 days ARO

WARRANTY: 3 years or 36,000 miles (bumper to bumper)
5 years or 100,000 miles (drive train)

PREPARATION & DELIVERY COST FOR COOP MEMBERS & OTHER STATE AGENCIES
(fee pertains to line item 036)

Line Item 043 – Preparation Cost

\$995.00 per vehicle

Other State agencies and Cooperative Procurement members may purchase vehicles off this contract. The total vehicle preparation cost stated for the vehicles processed through the contractors dealership is charged per vehicle.

Line Item 044 – Delivery Cost

\$1.50 per mile

Total round trip per mile cost for contractor to deliver cooperative procurement member and other state agency vehicles if requested.

**PATROL VEHICLES – MODEL YEAR 2016
(STATEWIDE CONTRACT)**

**State of Missouri
Office of Administration
Division of Purchasing and Materials Management
Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve products and services available to state agency users. **Comments should include those of the product's end user.**

Contract No.: _____ **Contractor:** _____

Describe Product Purchased (include Item No's., if available): _____

Rating Scale: 5 = Excellent, 4 = Good, 3 = Average, 2 = Poor, 1 = Fails to meet expectations

Product Rating	Rate 1-5, 5 best
Product meets your needs	
Product meets contract specifications	
Pricing	

Contractor Rating	Rate 1-5, 5 best
Timeliness of delivery	
Responsiveness to inquiries	
Employee courtesy	
Problem resolution	
Recall notices handled effectively	

Comments: _____

Prepared by: _____ **Title:** _____ **Agency:** _____

Date: _____ **Phone:** _____ **Email:** _____

Address: _____

Please detach or photocopy this form & return by FAX to 573/526-9816, or mail to:

Office of Administration
Division of Purchasing
301 West High Street, RM 630
PO Box 809
Jefferson City, Missouri 65102

**You may also e-mail form to the buyer as an attachment at
teri.schulte@oa.mo.gov**



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

Meeting: 07/11/16 07:00 PM
Department: Legislative /City Clerk
Category: Agreement
Prepared By: Debbie Ryan
Department Head: Debbie Ryan

SCHEDULED

RESOLUTION

Resolution No. 1233 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Execution of the First Amendment to PCS Site Agreement with STC Five LLC, Successor in Interest to Sprint Spectrum LP, Regarding the Wireless Communication Tower at the Dielmann Recreation Complex.

This resolution provides for an extension of the current lease for the wireless communication tower located on the Dielmann Recreation Complex property.

Resolution

Meeting of July 11, 2016

RESOLUTION NO. 1233

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT TO PCS SITE AGREEMENT WITH STC FIVE LLC, SUCCESSOR IN INTEREST TO SPRINT SPECTRUM LP, REGARDING THE WIRELESS COMMUNICATION TOWER AT THE DIELMANN RECREATION COMPLEX.

WHEREAS, the City and Sprint Spectrum L.P., a Delaware limited partnership ("Original Lessee") entered into a PCS Site Agreement dated June 9, 1999 (the "Agreement") whereby Original Lessee leased a site at the Dielmann Recreation Complex for a wireless communications tower; and

WHEREAS, STC Five LLC is currently the Lessee under the Agreement as successor in interest to the Original Lessee; and

WHEREAS, the Agreement had an initial term of five (5) years that commenced on June 9, 1999 and expired on June 8, 2004, and further provided for three (3) extensions of five (5) years each, all of which have been exercised by Lessee, with the final extension expiring on June 8, 2019; and

WHEREAS, the City and Lessee desire to amend the Agreement on the terms and conditions contained in **Exhibit A** hereto including to allow for extensions that if exercised would run through 2039;

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

Section 1: The First Amendment to PCS Site Agreement between STC Five LLC and the City of Creve Coeur attached hereto as **Exhibit A** is hereby approved. The City Administrator is authorized to execute the agreement and the City Clerk is authorized to attest thereto. The agreement as executed shall be in the form attached hereto as **Exhibit A** subject to final changes consistent with the provisions and intent of this Resolution, and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the agreement.

Section 2: This Resolution shall take effect upon approval.

Adopted this 11 day of July, 2016.

Barry Glantz, Mayor

Attest:

Deborah Ryan, City Clerk

FIRST AMENDMENT TO PCS SITE AGREEMENT

THIS FIRST AMENDMENT TO PCS SITE AGREEMENT (the “First Amendment”) is entered into this ____ day of _____, 2016, by and between the CITY OF CREVE COEUR, a municipality of the State of Missouri, with a mailing address of 300 N. New Ballas Road, Creve Coeur, Missouri 63141 (“Owner”) and STC FIVE LLC, a Delaware limited liability company, by and through its attorney in fact, GLOBAL SIGNAL ACQUISITIONS III LLC, a Delaware limited liability company, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 (collectively referred to as “Lessee”).

RECITALS

WHEREAS, Owner and Sprint Spectrum L.P., a Delaware limited partnership (“Original Lessee”) entered into a PCS Site Agreement dated June 9, 1999 (the “Agreement”) whereby Original Lessee leased certain real property, together with access and utility easements, located in St. Louis County, Missouri from Owner (the “Site”), all located within certain real property owned by Owner (the “Land”); and

WHEREAS, STC Five LLC is currently the lessee under the Agreement as successor in interest to the Original Lessee; and

WHEREAS, the Site may be used for the purpose of constructing, maintaining and operating a communications facility, including a tower structure, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, the Agreement had an initial term of five (5) years that commenced on June 9, 1999 and expired on June 8, 2004. The Agreement provides for three (3) extensions of five (5) years each, all of which were exercised by Lessee. According to the Agreement, the final extension expires on June 8, 2019; and

WHEREAS, Owner and Lessee desire to amend the Agreement on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Owner and Lessee agree as follows:

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. All references of the defined term “SSLP” in the Agreement are hereby deleted and “Lessee” is inserted in their place.

2. Term. Section 2 of the Agreement is hereby deleted in its entirety and the following is inserted in its place:

The initial term of this Agreement shall be for a period of five (5) years commencing on June 9, 1999 and expiring on June 8, 2004 (the “Initial Term”). At the conclusion of the Initial Term, Lessee shall be entitled to seven (7) extensions of five (5) years each, with the final lease extension expiring on June 8, 2039 (each extension is referred to as a “Renewal Term). The Initial Term and any Renewal Term shall be collectively referred to as the “Lease Term”. The Lease Term shall automatically be extended for each successive Renewal Term unless Lessee notifies Owner of its intention not to renew at least ninety (90) days prior to the expiration of the then current five (5) year term.

Owner and Lessee hereby acknowledge that Lessee has exercised the first three (3) Renewal Terms, leaving a balance of four (4) Renewal Terms.

3. Conditional Signing Bonus. Lessee will pay to Owner a one-time amount of Five Thousand and 00/100 Dollars (\$5,000.00) for the full execution of this First Amendment (the “Conditional Signing Bonus”). Lessee will pay to Owner the Conditional Signing Bonus within sixty (60) days of the full execution of this First Amendment. In the event that this First Amendment (and any applicable memorandum) is not fully executed by both Owner and Lessee for any reason, Lessee shall have no obligation to pay the Conditional Signing Bonus to Owner.

4. Conditional Lease Amendment Signing Bonus. Lessee will pay to Owner a one-time amount of One Hundred Fifteen Thousand and 00/100 Dollars (\$115,000.00) for the full execution of this First Amendment (the “Conditional Lease Amendment Signing Bonus”). Lessee will pay to Owner the Conditional Lease Amendment Signing Bonus within sixty (60) days of the full execution of this First Amendment. In the event that this First Amendment (and any applicable memorandum) is not fully executed by both Owner and Lessee for any reason, Lessee shall have

no obligation to pay the Conditional Lease Amendment Signing Bonus to Owner.

5. One-time Rent Decrease. Effective as of June 1, 2016, the annual rent shall decrease to Nineteen Thousand Two Hundred and 00/100 Dollars (\$19,200.00). If, as a result of this rent decrease, Lessee has overpaid the rent for the period commencing June 1, 2016, Owner shall make a refund to Lessee of such overpayment within sixty (60) days following the full execution of this First Amendment. If Lessee has not overpaid, and makes its June 1, 2016 payment by July 1, 2016, such payment shall be deemed timely. Following such decrease, the annual rent shall continue to adjust pursuant to the terms of the Agreement as hereby amended.

6. Rent Escalation. Commencing on June 1, 2019 and every year thereafter (each an "Adjustment Date"), the annual rent shall increase by an amount equal to three percent (3%) of the annual rent in effect for the year immediately preceding the Adjustment Date. Such rent escalations shall be in lieu of and replace any rent escalations currently in the Agreement.

7. Right of First Refusal. If Owner receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Owner's interest in the Agreement) during the term of the Lease to purchase fee title, an easement, a lease, a license, or any other interest in the lease area, or Owner's interest in the Agreement, or an option for any of the foregoing, Owner shall provide written notice to Lessee of said offer, and Lessee shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions which are: (i) not imposed in good faith; or (ii) directly or indirectly designed to defeat or undermine Lessee's possessory or economic interest in the Site. Owner's notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, and the proposed closing date. If the Owner's notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen (15) days thereafter. If Lessee does not exercise its right of first refusal by written notice to Owner given within thirty (30) days, Owner may convey the property as described in the Owner's notice. The right of first refusal shall apply again to any subsequent proposed conveyances except that in the event a provider of wireless telecommunications services makes the purchase the right of first

refusal shall no longer apply after their purchase. Lessee shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of the Agreement or as part of an assignment of the Agreement. Such assignment may occur either prior to or after Lessee's receipt of Owner's notice and the assignment shall be effective upon written notice to Owner.

8. Condemnation. If Owner receives written or other notice of a proposed taking by eminent domain of any part of the parcel of land upon which the Site is situated, Owner will notify Lessee of the proposed taking within five (5) days of receiving said notice and Lessee will have the option to: (i) declare the Agreement null and void and thereafter neither party will have any liability or obligation hereunder; or (ii) remain in possession of that portion of the Site that will not be taken, in which event there shall be an equitable adjustment in rent on account of the portion of the Site so taken. With either option, Lessee shall have the right to contest the taking and directly pursue an award.

9. Governmental Approvals. If requested by Lessee, Owner will execute, at Lessee's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Site, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Lessee in Lessee's absolute discretion to utilize the Site for the purpose of constructing, maintaining and operating communications facilities, including without limitation, a tower structure, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. Owner agrees to be named applicant if requested by Lessee. Owner shall be entitled to no further consideration with respect to any of the foregoing matters.

10. Ratification.

a) Owner and Lessee agree that Lessee is the current lessee under the Agreement, the Agreement is in full force and effect, as amended herein, and the Agreement as amended herein contains the entire agreement between Owner and Lessee with respect to the Site.

b) Owner and Lessee agree that any and all actions or inactions that have occurred or should have occurred prior to the date of this First Amendment are approved and ratified and that no breaches or defaults exist as of the date of this First Amendment.

c) Owner and Lessee each represents and warrants that they are duly authorized and have the full power, right and authority to enter into this First Amendment and to perform all of their obligations under the Agreement as amended.

11. Notices. Lessee's notice address as stated in Section 6 of the Agreement is amended as follows:

LESSEE'S PRIMARY CONTACT

STC Five LLC
c/o Crown Castle USA Inc.
Attn: Legal – Real Estate Dept.
2000 Corporate Drive
Canonsburg, PA 15317

12. IRS Form W-9. Owner agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this First Amendment and at such other times as may be reasonably requested by Lessee. In the event the Land is transferred, the succeeding owner shall have a duty at the time of such transfer to provide Lessee with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in the rent to the new owner. In the event Owner fails to provide the IRS Form W-9 within thirty (30) days after Lessee's request, Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments until receipt of such documentation.

13. Remainder of Agreement Unaffected. The parties hereto acknowledge that except as expressly modified hereby, the Agreement remains unmodified and in full force and effect. In the event of any conflict or inconsistency between the terms of this First Amendment and the Agreement, the terms of this First Amendment shall control. This First Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

[Execution Pages Follow]

This First Amendment is executed by Owner as of the date first written above.

OWNER:
CITY OF CREVE COEUR,

a municipality of the State of Missouri

By: _____

Print Name: _____

Title: _____

[Lessee Execution Page Follows]

This First Amendment is executed by Lessee as of the date first written above.

LESSEE:

STC FIVE LLC,
a Delaware limited liability company

By: Global Signal Acquisitions III LLC,
a Delaware limited liability company
Its: Attorney In Fact

By: _____
Print Name: _____
Title: _____



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

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

Meeting: 07/11/16 07:00 PM

DOC ID: 2004

DISCUSSION ITEM (ID # 2004)

Suggestions for Improving Our Current Deer Mitigation Ordinance

1. 205.305 Regulations.

[Ord. No. 5226 §1, 10-10-2011]

A. Establishing regulations of hunting within the corporate limits of the City of Creve Coeur during deer hunting season set by the Department of Conservation or such other specific time authorized by the City of Creve Coeur.

1. Discharging or releasing arrows from archery devices within the City limits is limited to hunting permitted under this Article. ~~Crossbows are not permitted under this Article.~~

2. Prior to any hunting activity under this Section, the property owner shall notify the Creve Coeur Police Department of his or her intent to hunt on his or her property. The notification shall include the names of all property owners, the address of the proposed hunt property, the dates of the proposed hunt, and the names of all proposed hunters. In addition to the foregoing, the property owner shall complete a notification of intent to hunt form and return said form to the Police Department prior to engaging in or permitting any hunting activity on his or her property.

3. Prior to the engagement of any hunting activity, the property owner shall provide to the City, a certificate of insurance or indemnity bond providing evidence of a policy of liability insurance and/or indemnity bond in an amount not less than **one million dollars (\$1,000,000.00)** per occurrence insuring or bonding the property owner and/or the designated hunter. The indemnity of the property owner and the hunter may be combined to reach the minimum limits mandated by this Subsection. Said liability insurance and/or indemnity bond shall provide insurance coverage and/or indemnity for all claims for damages resulting from any act of negligence of the designated hunter or by any agent, assign, employee, independent contractors, or licensee of the designated hunter.

4. All current laws of the State of Missouri as regards to the regulations of hunting shall be obeyed within the corporate limits of Creve Coeur.

5. The hunt shall conform to all State regulations as defined by the Missouri Department of Conservation.

6. *Permission to hunt.*

a. It shall be unlawful for any person carrying an archery device of any type, to knowingly enter into the premises of another, or to discharge any of the aforesaid devices while on the premises or property of another without first having obtained permission in writing from the owner, lessee, or person in charge of such premises or property. The duly obtained written permission shall be carried on the person of the hunter requesting and receiving such permission. This Section shall not apply to a person carrying or discharging such a device while in the immediate presence of the owner, lessee, or person in charge of said premises or property.

b. In addition to the requirements set forth herein, it shall be at the discretion of the owner, lessee, or person in charge of any premises or property to set the parameters under which any person may hunt upon any such premises or property under the control of the owner, lessee, or person in charge.

c. Each hunter on any property, upon which the permission to hunt has been granted, shall be held responsible for the actions of such other persons to whom such permission has been granted for the same time period by the landowner, lessee, or person in charge.

d. No person without lawful authority, or without the expressed or implied consent of the owner, lessee or his/her agent, shall enter any building or enter upon any enclosed or improved real estate, lot or parcel of

ground in the City of Creve Coeur; or being upon the property of another shall fail or refuse to leave such property when requested to do so by owner, lessee, or person in charge of said property.

e. Contiguous neighbors must be notified in writing by the property owner and the property owner must be able to show the appropriate documentation of receipt of the notification of the approximate date and time period of the hunt. For purposes of this Subsection, "*contiguous*" shall mean any adjoining property that shares a common property line (or point) with the lot on which the proposed hunt shall occur. Lots separated by streets, common areas, or other public thoroughfares shall not be considered contiguous.

7. In addition to any requirements imposed by Missouri Department of Conservation regulations, any individual who successfully harvests a deer during a hunt must report the hunter's name, sex of the deer, and the location of the harvest within two (2) business days by calling the Creve Coeur Police Department during normal business hours or by delivering written notification to the Police Chief.

8. Prior to discharging an archery device intended to be used for hunting, it shall be the hunter's responsibility to permanently mark each arrow or other projectile with his or her Missouri Department of Conservation identification number.

9. Nothing in this Deer Control Policy shall authorize the parking or standing of vehicles on private property without the consent of the property owner or to park a vehicle in any manner otherwise prohibited by the City Code. All hunters shall park their vehicles on the same property on which they are hunting.

10. Prior to hunting within the City limits of Creve Coeur, every individual seeking to hunt shall provide a certificate of completion of an archery device hunter safety course as approved or provided by the Missouri Department of Conservation.

205.310 Specific Actions Prohibited/Required.

[Ord. No. 5226 §1, 10-10-2011]

A. It shall be unlawful for any person to discharge any archery device across any street, sidewalk, road, highway or playground.

B. It shall be unlawful for any person to discharge an archery device at or in the direction of any person, vehicle, dwelling, house, church, school, playground or building that is within the range of discharge including a safety margin of at least seventy-five (75) feet.

C. It shall be unlawful any person to discharge an archery device within one hundred fifty (150) yards of any church, school, or playground. It shall be unlawful for any person to discharge an archery device, within thirty (30) yards of any dwelling, building, structure, or vehicle, unless the hunter has previously received express authority to discharge the archery device within thirty (30) yards from the owner of the dwelling, building, structure, or vehicle.

D. No arrow or other projectile used to hunt deer pursuant to the Deer Control Policy may be discharged or projected at such an angle or distance as to land on public or private property other than the property on which the hunt has been authorized.

E. No arrow or other projectile used to hunt deer pursuant to the Deer Control Policy may be discharged or projected at such an angle or distance as to land within seventy-five (75) feet of any front yard property line.

F. No arrow or other projectile used to hunt deer pursuant to the Deer Control Policy may be discharged or projected at such an angle or distance as to land within fifty (50) feet of any street or public right-of-way.

G. All hunting shall be conducted from an elevated position that is at least ten (10) feet in height and faces the interior of the property. The elevated position (deer stand) shall be located in such a way as to direct arrows towards the interior of the property and to prevent any arrow from landing any closer than twenty-five (25) feet from any side or rear property line.

H. No hunting is authorized on tracts of land under one (1) acre in area, except that:

1. Adjacent property owners may combine their parcels to satisfy the property line discharge restrictions contained in Subsections (E), (F) and (G) herein.

2. Property owners with tracts of land under one (1) acre may request an on-site evaluation by a designated member of the Police Department to determine the feasibility of a hunt. In such cases, the property will be evaluated on topography, type of adjacent properties and proximity to inhabited areas. Properties deemed favorable for hunting which provide an acceptable level of safety may be exempted from the acreage requirement, however, must satisfy the property line discharge restrictions contained in Subsections (E), (F) and (G) herein.

3. All other provisions of the Deer Control Policy shall apply to combined lots.

I. It shall unlawful for any person under the age of eighteen (18) years old to hunt deer within the City limits of Creve Coeur.

J. No person shall possess, consume or be under the influence of alcohol or any other controlled substance while engaged in hunting activities within the City limits of Creve Coeur.



CREVE COEUR POLICE DEPARTMENT INTEROFFICE MEMO

DATE: 6/27/2016
TO: Chief Eidman #58
FROM: Captain J. Romas #516
SUBJECT: Deer Mitigation Program

Chief,

In late 2011, the City passed several ordinances (chapter 205) which regulated hunting deer within the city limits during Missouri deer hunting season. Some of the restrictions established in these ordinances are (this list is not all inclusive):

- * The location where the hunt is to take place is at least 1 acre comprised of a single or adjacent properties.
- * Contiguous neighbors must be notified of the hunt.
- * Property owner must notify the Police Department, providing the address, date, and proposed hunters information.
- * Hunters must not enter neighboring premises without prior permission.
- * Hunting may only be by the use of archery devices which discharge arrows (excluding crossbows).
- * Property owner must provide proof of two million dollars' worth of liability insurance or indemnity bond (can be a combination of the resident's and the hunter's coverage).
- * The designated hunter must have completed a Missouri Dept. of Conservation hunter's archery safety course and be over 18 years of age.
- * Hunters shall face the interior of the property and be elevated at least 10'. Projectiles shall be pointed to land no closer than 75' of front property line, 50' of street or right-of-way or 25' of any side or rear property line.
- * Archery devices cannot be discharged towards or in direction of any person, dwelling, church, school, vehicle or playground, including a safety margin of 75'.
- * Devices may not be discharged within 150 yards of a church, school or playground. Additionally, they may not be discharged within 30 yards of any building or vehicle unless prior consent of the owner has been obtained.
- * Hunting laws and regulations established by the State of Missouri and the Missouri Department of Conservation must be adhered to.
- * Specific information about the deer harvested must be reported to the Police Department within two business days.

Notably, the number of deer harvested has significantly declined since 2011:

	Hunter Permits	Deer Killed
2011	11	19
2012	8	17
2013	7	8
2014	7	7
2015	8	4

In the same period of time the Police Department responded to an increasing amount of calls for service involving deer. In most cases, the deer had been struck by a vehicle, which was no longer on the scene, or became impaled on a fence or other structure. See chart below:

	Deer vs. Vehicle Crashes*	Deer Euthanized by Officers	Deer Related Calls for Service (including injured/deceased deer)
2011	17	9	78
2012	17	13	74
2013	13	17	95
2014	18	19	98
2015	15	15	114

* Some drivers do not report these crashes to the Police Department.

Neighboring jurisdictions were surveyed to determine what, if any, differences there were in similar programs. Differences from the Creve Coeur ordinances are highlighted in red.

	Lot Size (acres)	Liability Insurance	Crossbows Allowed
Creve Coeur	1	\$2 million	No
Ballwin	1	\$2 million	No
Chesterfield	1	\$2 million	Yes
Clarkson Valley	1	\$2 million	Not Specified
Ladue	2	Not required	Yes
Manchester	2	\$2 million	Yes
Maryland Heights	3	Not required	Yes
Sunset Hills	1	\$2 million	No

In order to increase participation in the program, the City may wish to consider some changes to the current ordinance(s).

Ms. Erin Shank, urban wildlife biologist for the Missouri Department of Conservation, was contacted to discuss possible changes in the program. Ms. Shank advised me that the State of Missouri will begin allowing crossbows this deer season and allowing crossbows in our program may bring more

hunter interest. Ms. Shank advised that crossbows are efficient, use a smaller arrow and have a shorter range than traditional compound bows. As noted above, at least four other local jurisdictions already allow the use of crossbows.

I also spoke with Ms. Shank about the lot size restriction, since this is the factor that seems to limit participation more often than others. We discussed how some residents may have a lot which is slightly less than a full acre, yet their plot may slope downward towards a creek or adjacent to a large plat of undeveloped property. These lots may be more favorable for hunting than larger lots that border other residential property. Ms. Shank agreed that an absolute threshold may not be as advantageous as a regulation that has a limitation which includes an ability to make exceptions.

Finally, consideration may be given to reducing the insurance requirement to \$1 million. This may make the program more appealing to residents who do not wish to provide the insurance necessary and would instead rely upon the hunter to provide the entire coverage.

In summary, there are three changes that can be considered in order to increase interest in participation in the program: permitting crossbows, allowing exceptions to the one acre minimum restriction and reducing the insurance requirement to \$1 million.

These are reflected in the following proposed changes to the existing ordinances:

205.305 Regulations

Section A, subsection 1: delete “Crossbows are not permitted under this Article.”

Section A, subsection 3: “... in an amount not less than two million dollars (\$2,000,000.00) per occurrence insuring or bonding the property owner and/or the designated hunter.”

change to: “... in an amount not less than one million dollars (\$1,000,000.00) per occurrence insuring or bonding the property owner and/or the designated hunter.”

205.310 Specific Actions Prohibited/Required

Section H: “H. No hunting is authorized on tracts of land under one (1) acre in area, except that adjacent property owners may combine their parcels to satisfy the property line discharge restrictions contained in Subsections (E) and (G) herein. All other provisions of the Deer Control Policy shall apply to combined lots.”

change to: “No hunting is authorized on tracts of land under one (1) acre in area, except that:

1. Adjacent property owners may combine their parcels to satisfy the property line discharge restrictions contained in Subsections (E), (F) and (G) herein.
2. Property owners with tracts of land under one (1) acre may request an on-site evaluation by a designated member of the Police Department to determine the feasibility of a hunt. In such cases, the property will be evaluated on topography, type of adjacent properties and proximity to inhabited areas. Properties deemed favorable for hunting which provide an acceptable level

of safety may be exempted from the acreage requirement, however, must satisfy the property line discharge restrictions contained in Subsections (E), (F) and (G) herein.

3. All other provisions of the Deer Control Policy shall apply to combined lots.”

See proposed draft ordinances attached.

Respectfully submitted,

Capt. J. Romas + 516

Capt. J. Romas DSN 516



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

SCHEDULED

Meeting: 07/11/16 07:00 PM
Department: City Administrator
Category: Report
Prepared By: Mark Perkins
Department Head: Carl Lumley

STAFF REPORT

Police Station Planning Update

Staff will provide an update on various aspects of the Police Station project.



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

Meeting: 07/11/16 07:00 PM
Department: Arts Commission
Category: Report
Prepared By: Bess McCoy
Department Head: Bess McCoy

SCHEDULED

STAFF REPORT

Artist-Designed Street Banner Art Opening and Show

The Creve Coeur Arts Committee is planning an art opening and show for the artist-designed street banners which will be displayed on the city's decorative light posts along a 1.5 mile stretch of Olive Boulevard.



city of CREVE COEUR

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

MEMO TO MARK PERKINS, CITY ADMINISTRATOR

Meeting Date: July 11, 2016

Subject: Artist-designed Street Banner Art Opening and Show

Memo Prepared by: Bess McCoy, Public Information Officer and Management Analyst

The Creve Coeur Arts Committee is requesting funds of \$350 to host an art opening and show for the artist-designed street banners which will be displayed on the city's decorative light posts along a 1.5 mile stretch of Olive Boulevard.

A breakdown of the event cost estimates:

Budget Item	Estimated Costs
Supplies to display banners and original artwork	\$130
Linens	\$50
Artist Bio and Project Description Signs	\$40
Food and Drink	\$130
Total:	\$350

In July of 2015, City Council approved funds of \$7,400 for the Arts Committee to commission and print artist-designed banners. The Arts Committee commissioned local artist Genevieve Esson to design street banners to be included in the city's rotating banner display along Olive Boulevard. The total cost of the project, including printing and artist fees, was \$4,268. The remaining \$3,132 was returned to the city.

The banners will be hung on Olive Boulevard for the first time during September and October of 2016. In conjunction with this event, the Arts Committee would like to host an art opening and art show to display the banners as well as the original artwork from which the banner designs were derived.

Should City Council view this event favorably, the art opening will take place on Friday, August 19, from 5:30 to 7:30 p.m. in the Council Chambers and will feature a display of the full-sized banners on the walls along with the smaller canvases on which the artist painted the original designs. After the art opening, the original artwork will be moved to a display in the Government Center Lobby and will remain on display through the month of September. At this time, the full-size banners will be hung on the decorative street lights along Olive Boulevard.

During the art opening and throughout the September display period, visitors will have the opportunity to purchase the original artwork from the artist. The artist will label each piece with the price and her contact information. All transactions will take place between the artist and the customer. Purchased artwork will remain on display through September but will be marked as sold.

An open issue that the Arts Committee is still considering is the possibility of serving wine at the art opening. The Government Center is not insured for alcohol service, so this would either require obtaining insurance or using a vendor with the proper insurance. The committee is considering options including obtaining a sponsor to cover catering costs, inviting a Creve Coeur business to host a wine tasting in conjunction with the art opening, or serving nonalcoholic beverages.