REGULAR MEETING
AGENDA
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
SEPTEMBER 12, 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

PUBLIC HEARING

Public Hearing - Setting of the 2016 Property Tax Rate

1. **CONSENT AGENDA**

   a. **Council Minutes Dated August 22, 2016**

BILLS PAYABLE REPORT

For Information Only

Summary: For your review is a bills payable listing dated September 7, 2016 in the amount of $422,301.86. No vote is required.

AGENDA
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
SEPTEMBER 12, 2016
7:00 PM

UNFINISHED BUSINESS

2. **Bill No. - 5615 an Ordinance Repealing Ordinance No. 2153 and Authorizing the Issuance of a New Conditional Use Permit for an 87,986 Square Foot Religious Organization and School on the Property Addressed as 11645 Ladue Road, for Congregation Shaare Emeth. Final Reading and Passage**
   Summary: JR Willhite, of Clayton Engineering Co., has submitted a request to amend the Conditional Use Permit and Site Development Plan for Congregation Shaare Emeth at 11645 Ladue Road for additional parking along the front of the building with a new entrance canopy, and approximately 3,516 square foot in building additions. All Religious Organizations (NAICS 813110), are permitted as a conditional use in the A Single Family District with review and approval by the City Council upon the recommendation of the Planning and Zoning Commission. Staff is recommending a repeal and replacement of the prior ordinance, for consistency with the current regulations. Conditional use permit ordinance #2153, was approved by the City Council on October 8, 2001, for a 24,000 addition to the Congregation Shaare Emeth school building, where the religious use had been established since 1978 at this location. Planning and Zoning recommended approval on August 15, 2016.

3. **Bill No. 5616 - an Ordinance Approving Amendments to Section 515.060, Rights-Of-Way Permits, of the City Code of Ordinances. Final Reading and Passage**
   Summary: Updates recommended to improve coordination between zoning code and ROW usage code regarding utility facilities.

4. **Bill No. 5617 - an Ordinance Confirming the Prior Repeal of Chapter 625 of the Code of Ordinances of the City of Creve Coeur, Missouri, Regarding Taxis. Final Reading and Passage**
   Summary: Ordinance to bring code in line with state laws.

NEW BUSINESS

5. **Bill No. 5618 - an Ordinance Ordering the Levy and Establishment of the Rates of Annual Taxes for Municipal Purposes in the City of Creve Coeur for the Year 2016. First Reading**
   Summary: An Ordinance setting the property tax rate for 2016.

6. **Bill No. 5619 - an Ordinance Repealing Ordinance Number 5194 and Ordinance Number 1873 and Approving a New Conditional Use Permit for an Automotive Dealership Pursuant to Section 405.360(C) of the City of Creve Coeur's Code of Ordinances for the Lou Fusz Subaru Located Within the "GC" General Commercial Business District at 900 N. Lindbergh Boulevard. First Reading**
   Summary: Stephen Hollander, of SJ Hollander Architect, has submitted a request to amend the conditional use permit and site development plan to allow exterior renovations as part of the conversion of the Lou Fusz Fiat dealership to a Lou Fusz Subaru dealership located at 900 North Lindbergh Boulevard, that will replace the existing red Fiat elements, with a grey, stacked slate stone, and the gray band with silver metallic ACM panels, with a blue accent band on the west, south and east elevations.

7. **Resolution No. 1241 - a Resolution Authorizing the City of Creve Coeur to Purchase Four New Ford Police Interceptor Utility AWD Vehicles from Lou Fusz Ford for the Total Amount of $117,312.00.**
   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.

8. **Resolution No. 1242 - a Resolution Authorizing the City of Creve Coeur to Purchase One New Dodge Charger Police Patrol Vehicle from Lou Fusz Dodge for the Total Amount of $23,075.00**
   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.

9. **Resolution No. 1243 - a Resolution of the City Council of the City of Creve Coeur, Missouri Authorizing the Execution of an Agreement with Dave Sinclair Ford Inc. for the Purchase of a 2016 Ford F-150 Crew Cab Four-Wheel Drive Pickup Truck for an Amount of $28,235.00.**
   Summary: Purchase of this truck will replace the Operations Superintendent's truck which has higher mileage and repair costs.

10. **Resolution No. 1244 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Execution of a Contract with S. Bollinger & Associates, LLC for the Millennium Park Playground Safety Surface Replacement Project for the Sum of $56,439.50.**
    Summary: City staff recommends awarding the Millennium Park Playground Safety Surface Replacement Project contract to S. Bollinger & Associates, LLC due to their low bid for the work as well as their successful completion of similar projects in the area.

11. **Resolution No. 1245 a Resolution of the City Council of the City of Creve Coeur, Missouri Authorizing the Execution of a Contract with N B West Contracting, Inc. for the Coeur De Ville Rehabilitation Project for the Amount of $592,561.80.**
    Summary: City staff recommends that the City enter into a contract with N. B. West Contracting for the construction of the Coeur de Ville Rehabilitation Project. This project was competitively bid, and N. B. West provided the lowest, responsible bid. N. B. West has successfully completed several projects for the City, and staff finds them to be well qualified for the Coeur de Ville project. Approximately 60% of the construction funds for the Coeur de Ville project will come from a federal grant that was secured in 2011 for the project. The Missouri Department of Transportation administers this grant and has provided the necessary concurrence for the recommendation of the award of the contract for this project to N. B. West.

BUSINESS FROM MAYOR AND CITY COUNCIL

12. **Council Liaison Reports**

BUSINESS FROM CITY ADMINISTRATOR

13. **Proposition P Public Engagement Plan**
    Summary: Staff will provide an update on the City's public engagement plan to inform residents about Proposition P before it appears on the November 8 ballot.

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 09/8/2016
Deborah Ryan, MPCC
City Clerk

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

SCHEDULED

Meeting: 09/12/16 07:00 PM
Department: Finance Department
Category: Public Hearing
Prepared By: Sherry Hall
Initiator: Dan Smith
Sponsors:
DOC ID: 2059

FUTURE PUBLIC HEARING (ID # 2059)

Public Hearing - Setting of the 2016 Property Tax Rate

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

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

Meeting: 09/12/16 07:00 PM
DOC ID: 2085

COUNCIL MINUTES (ID # 2085)

Council Minutes Dated August 22, 2016

REGULAR MEETING
AGENDA
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
AUGUST 22, 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, August 22, 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. Ruzicka	Council Member Ward II
Mr. Hoffman	Council Member Ward III
Mrs. D'Alfonso	Council Member Ward III
Mrs. Baseley	Council Member Ward IV

* Absent - Council Member Saunders, Ward IV

COMMENTS FROM THE GENERAL PUBLIC

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

Mayor Glantz thanked Artist, Genevieve Esson for the beautiful art work on the banners that will soon line Olive Blvd on the street light poles and thanked the Arts Commission for their work on the project. The art work is available for sale. Dan Tierney from the Arts Commission and Ms. Esson spoke about the project.

No one requested to speak.

ACCEPTANCE OF THE AGENDA

Council Member Hoffman moved, seconded by Council Member Kramer to accept the agenda as presented, with the vote upon such motion 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 Ruzicka – Aye
Council Member D'Alfonso – Aye

AGENDA
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
AUGUST 22, 2016
7:00 PM

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

ANNOUNCEMENTS

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

FUTURE PUBLIC HEARING - Monday, September 12, 2016 - 7:00 p.m. - Setting the 2016 Property Tax Levy

1. CONSENT AGENDA

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

A. Council Minutes Dated August 8, 2016

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

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

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

BILLS PAYABLE REPORT

For Information Only

Summary: Attached for your review is a bills payable listing dated August 16, 2016 in the amount of $221,668.58. No vote is required.

UNFINISHED BUSINESS

AGENDA
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
AUGUST 22, 2016
7:00 PM

2. **Bill No. 5608 - an Ordinance Calling an Election in the City of Creve Coeur, Missouri, on the Question of Issuing General Obligation Bonds for the Purpose of Constructing, Furnishing and Equipping a New Police Station on the Current Government Center Property and Making Safety, Security and Accessibility Renovations to the Existing Building, and Accordingly Increasing Tangible Property Taxes to Retire Such Bonds Within Twenty Years from Issuance. Final Reading and Passage**

City Clerk read Bill No. 5608 for the final time.

Council Member Kramer moved, seconded by Council Member Hoffman to approve Bill No. 5608.

Mark Perkins stated this is the combination of two years of study and research from elected officials, staff and the Government Center Needs Assessment Task Force. The Creve Coeur Government Center has housed the Police Department since it was converted from an elementary school in 1989, and no major renovation has occurred since that time. The Task Force reviewed numerous options before determining that building a new Police Station on the existing Government Center property is the best course of action to ensure a continuation of high quality police services well into the future. If approved by the required four-sevenths majority of voters, the measure will provide funding for the following:

- Construction of a new Police Station on the north end of the Government Center Property - $7,912,766
- Sitework for the Police Station, utilities, grading and improving parking for Police and Government Center, new access road to Magna Carta to provide better emergency access - $1,731,363
- Fixtures, furniture and equipment for the Police Station - $391,353
- Safety, security, and accessibility improvements to the Government Center - $498,405
- Bond Underwriting and issuance costs - $153,275

The above cost estimates have been developed by the city's consultants, Cooper Construction Estimating, following an extensive needs analysis conducted by Bond Architects. The bond issue will enable the Police Department to continue to meet the high expectations of the community well into the future. Specifically, a new Police Station will:

- Provide much-needed additional work space for Police Officers, Detectives, Crime Prevention Officers and support staff. When the Police Department moved into the existing Government Center in 1989, the City's population and corresponding Policing needs were substantially less (pre-annexation of Ward IV).
- Address the inadequate Police training facilities, evidence storage and private interview rooms with victims of crime.
- Eliminate the unsafe parking lot configuration which creates hazards between Police vehicles and community center patrons and other pedestrians.
- Address multiple safety, security and accessibility deficiencies in the current building.

- Provide a vastly improved Emergency Operations Center, which is a critical component to managing public safety and security during major incidents. The squad room currently serves as the EOC, lacking adequate space, technology or the physical strength to withstand natural disasters.
- Provide an environment to allow our Police Officers to keep the community safe as effectively and efficiently as possible.

The City is also in the process of hiring an Owner's Representative to manage the project, provide cost and quality control, and ensure the project is completed on schedule and within budget. General obligation bonds totaling $10,690,000 will be issued upon voter authorization, resulting in an estimated real and personal property tax levy of $0.080 for twenty years. This will result in an estimated increase in real estate taxes of $60.80 annually on a home with a market value of $400,000. The City's Finance Committee has reviewed the proposed financing plan and has recommended approval. Upon completion of the Police Station, the Government Center will be renovated to address safety, security and accessibility issues, improve efficiency and provided additional and improved work and public space. Aside from the allocation in the bond issue for safety, security and accessibility improvements as mentioned above, the Government Center renovation will be funded by a combination of existing city funds and financing within the Capital Improvement Fund - so no additional taxes will be needed for this work.

Council Member Ruzicka asked what type of police facility is proposed.

Mark Perkins stated it is of higher quality to maintain the quality of services the city is currently providing. Proposing to renovate the current building for the remainder of the departments to save funding.

Bobbie Glaser resident of 41 Ladue Meadows stated she is opposed to the proposed property tax for the new building. Suggested a sales tax instead, as Creve Coeur has the lowest sales tax rate of any adjacent communities. Ms. Glaser stated over the years the city has reduced services and began charging for other services and the residents in the community that are retired have not had an increase in their living wage over the years.

Mark Perkins stated during the couple years of research, staff did review various financing options for this project and sales tax is not an option for this project. The only sales tax that would be available would be a special purpose sales tax and those funds could not be used to construct a building.

Council Member Kramer stated the average break down per home would be approximately $61 per year and there are alternatives to curb side trash pickup if it becomes a challenge for residents.

Mayor Glantz called the question to approve Bill No. 5608, with the vote upon such motion as follows, to-wit:

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

The vote upon the motion being 7 ayes and 0 nays, motion carried. Bill No. 5608 becomes Ordinance No. 5487.

3. **Bill No. 5609 - an Ordinance Revising Sections 205.300, 205.305 and 205.310 of the Code of Ordinances of the City of Creve Coeur, Missouri, Regarding Deer Control Policy and Hunting Regulations. Final Reading and Passage**

City Clerk read Bill No. 5609 for the final time.

Council Member Hoffman moved, seconded by Council Member Faron to approve Bill No. 5609, with the vote upon such motion as follows, to-wit:

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

The vote upon the motion being 7 ayes and 0 nays, motion carried. Bill No. 5609 becomes Ordinance No. 5488.

4. **Bill No. 5610 - an Ordinance Revising Chapter 160 of the Code of Ordinances of the City of Creve Coeur, Missouri, Regarding Access to Public Records. Final Reading and Passage**

City Clerk read Bill No. 5610 for the final time.

Council Member D'Alfonso moved, seconded by Council Member Baseley to substitute Bill No. 5610 as provided in the packet, 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 D'Alfonso – Aye
Council Member Ruzicka – Aye

Council Member Faron – Aye

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

Carl Lumley stated there was an additional statutory change regarding expungements that has been included in the ordinance.

Mayor Glantz called the question to approve Substitute Bill No. 5610, 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 D'Alfonso – Aye
Council Member Ruzicka – Aye
Council Member Faron – Aye

The vote upon the motion being 7 ayes and 0 nays, motion carried. Substitute Bill No. 5610 becomes Ordinance No. 5489.

5. **Bill No. 5611 - an Ordinance Revising Chapter 600 of the Code of Ordinances of the City of Creve Coeur, Missouri, Regarding Alcoholic Beverages. Final Reading and Passage**

City Clerk read Bill No. 5611 for the final time.

Council Member Baseley moved, seconded by Council Member Hoffman to approve Bill No. 5611, with the vote upon such motion as follows, to-wit:

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

The vote upon the motion being 7 ayes and 0 nays, motion carried. Bill No. 5611 becomes Ordinance No. 5490.

6. **Bill No. 5612 - an Ordinance Revising Sections 310.050 and 310.060 of the Code of Ordinances of the City of Creve Coeur, Missouri, Regarding Emergency Vehicles. Final Reading and Passage**

City Clerk read Bill No. 5612 for the final time.

Council Member Hoffman moved, seconded by Council Member Faron to approve Bill No. 5612, with the vote upon such motion as follows, to-wit:

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

The vote upon the motion being 7 ayes and 0 nays, motion carried. Bill No. 5612 becomes Ordinance No. 5491.

7. **Bill No. 5613 - an Ordinance Revising Article I of Chapter 215 and Section 220.070 of the Code of Ordinances of the City of Creve Coeur, Missouri, Regarding Nuisances and Property Maintenance. Final Reading and Passage**

City Clerk read Bill No. 5613 for the final time.

Council Member Baseley moved, seconded by Council Member Faron to approve Bill No. 5613, with the vote upon such motion as follows, to-wit:

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

The vote upon the motion being 7 ayes and 0 nays, motion carried. Bill No. 5613 becomes Ordinance No. 5492.

8. **Bill No. 5614 - an Ordinance Revising Chapters 135 and 360 of the Code of Ordinances of the City of Creve Coeur, Missouri, Regarding Municipal Court and Related Police Procedures. Final Reading and Passage**

City Clerk read Bill No. 5614 for the final time.

Council Member D'Alfonso moved, seconded by Council Member Kramer to substitute Bill No. 5614 with the Bill as provided in the packet, with the vote upon such motion 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 Ruzicka – Aye
Council Member D'Alfonso – Aye

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

Carl Lumley stated the additional changes are due to Supreme Court rule change.

Mayor Glantz called the question to approve Substitute Bill No. 5614, 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 D'Alfonso – Aye
Council Member Ruzicka – Aye
Council Member Faron – Aye

The vote upon the motion being 7 ayes and 0 nays, motion carried. Substitute Bill No. 5614 becomes Ordinance No. 5493.

NEW BUSINESS

9. Bill No. - 5615 an Ordinance Repealing Ordinance No. 2153 and Authorizing the Issuance of a New Conditional Use Permit for an 87,986 Square Foot Religious Organization and School on the Property Addressed as 11645 Ladue Road, for Congregation Shaare Emeth. First Reading

City Clerk read Bill No. 5615 for the first time.

Council Member Hoffman recused himself from the dais and disclosed is spouse is employed with Shaare Emeth.

Jason Jaggi made a presentation regarding this application.

Council Member Faron asked if the amended plan to address the set-back is compliant.

Jason Jaggi stated yes.

Council Member Lawrence stated she would like to review all the proposed building material that will be used at the next Council meeting and encouraged the use of a variety of trees.

Council Member D'Alfonso asked if the amendments will affect the safety of the student drop off/pick up area of the property.

Jason Jaggi stated no.

Council Member Faron asked which building materials will be used.

Jason Jaggi stated all materials will be available for review at the next meeting.

AGENDA
CITY OF CREVE COEUR
CITY COUNCIL
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AUGUST 22, 2016
7:00 PM

10. Bill No. 5616 - an Ordinance Approving Amendments to Section 515.060, Rights-Of-Way Permits, of the City Code of Ordinances. First Reading

City Clerk read Bill No. 5616 for the first time.

11. Bill No. 5617 - an Ordinance Confirming the Prior Repeal of Chapter 625 of the Code of Ordinances of the City of Creve Coeur, Missouri, Regarding Taxis. First Reading

City Clerk read Bill No. 5617 for the first time.

Carl Lumley stated this will eliminate obsolete language to avoid confusion with state law.

12. Resolution No. 1238 - a Resolution Approving an Amended Site Concept Plan and Site Development Plan for New Parking Lot Additions and Modifications to Existing Parking Lots for Barnes Jewish West Campus Hospital.

City Clerk read Resolution No. 1238.

Council Member Hoffman disclosed he is an employee of Washington University and can practice at the hospital, but is not employed directly with them.

Council Member Hoffman moved, seconded by Council Member Faron to approve Resolution No. 1238 as presented.

Jason Jaggi made a presentation regarding the application.

George Stock of Stock and Associates was present to answer any questions.

Council Member Lawrence requested for the landscaping plan that the developer choose a variety of shade trees and not just one species.

Mayor called the question to approve Resolution No. 1238, 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 D'Alfonso – Aye
Council Member Ruzicka – Aye
Council Member Faron – Aye

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

AGENDA
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
AUGUST 22, 2016
7:00 PM

13. Resolution No. 1239 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Execution of a Contract with Roadsafe Traffic Systems, Inc., for Roadway Restriping Related to the Annual Pavement Maintenance Program for the 2016 Fiscal Year for $54,619.00.

City Clerk read Resolution No. 1239.

Council Member Baseley moved, seconded by Council Member Kramer to approve Resolution No. 1239, with the vote upon such motion as follows, to-wit:

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

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

14. Resolution No. 1240 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Execution of a Contract with Paric Corporation to Perform as the Owner's Representative for the Proposed Police Building Construction, Associated Site Work, and Government Center Renovation for an Amount Not to Exceed $523,532.

City Clerk read Resolution No. 1240.

Council Member Hoffman moved, seconded by Council Member Kramer to approve Resolution No. 1240.

Mark Perkins stated this firm will assist the city in managing this major project, the schedule, budget, and contractors and ensure that it is completed on time. They will be considered an extension of our staff and have the expertise in building construction management that the city staff does not. This contract with Paric is a result of an RFP process in which staff reviewed and considered several firms. The city received five proposals and interviewed two different firms. The interview panel included Mayor Glantz, Richard Koch, Dick Kutta, Jim Heines, George Siefried and himself. Staff chose Paric due to their extensive experience in public buildings. The city has the ability to cancel the contract at any time.

Council Member Lawrence asked if the funding for this contract coming from the General Fund.

Mark Perkins stated currently there is $200,000 slated for this budget. If the bond issue passes, we can recover some funding back to the budget.

Council Member Lawrence stated she would like to request there be periodic presentations to Council regarding the project.

Mark Perkins stated that was discussed during the interview process and is expected.

Council Member Ruzicka asked who will be the designer will be.

Council Member Faron asked if there would be any issues of the architect changed.

Mark Perkins stated Bond Architect have completed their contract as originally agreed upon. It is the intention to bid and consider a variety of architects.

Mayor Glantz called the question to approve Resolution No. 1240, with the vote upon such motion 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 Ruzicka – Aye
Council Member D'Alfonso – Aye

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

APPOINTMENTS

15. Olive Blvd TDD Appointments

Mayor Glantz stated Council Member Ted Ruzicka is willing to take the place of former Council Member AJ Wang on the Olive TDD Board.

Council Member Hoffman moved, seconded by Council Member Kramer to appoint Council Member Ted Ruzicka to the Olive TDD Board replacing AJ Wang, 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 D'Alfonso – Aye
Council Member Ruzicka – Aye
Council Member Faron – Aye

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

Mark Perkins stated Mayor Barry Glantz and Ms. Panagos (subject to her acceptance) need to be reappointed to the Olive TDD Board.

Council Member Hoffman moved, seconded by Council Member Faron to reappoint Mayor Barry Glantz to the Olive TDD Board for a term of three years, with the vote upon such motion 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 Ruzicka – Aye
Council Member D'Alfonso – Aye

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

BUSINESS FROM MAYOR AND CITY COUNCIL

16. Council Liaison Reports

Council Member Faron stated the Storm Water committee met last week and discussed the following:

- Explored an idea of tying the stormwater management plan to the existing permitting process by adjusting the applicability and exceptions, and not to require more than we currently require
- Additional review plan process for land disturbance projects of greater than 200 square feet, which could be of a verbal nature
- Discussion of required department staff and costs of this approach – expecting further review and refinement along with legal ramifications
- Alden Lane bridge improvements will add safety and width to the site
- Meadowbrooke Lane is on hold awaiting MSD matters
- 26 Falcon Estates has mentioned legal actions related to their driveway bridge concerns – which is on private property
- Staff is reviewing a scope and fee proposal for the Park bridge improvements at the golf course and Malcolm Terrace Park
- Bids for the dam stabilization project are expected to be discussed with the City Council in September
- Further discussion and distribution of materials related to Missouri State Statutes 644.032 on Sales Tax tied to Storm Water Control and local parks will continue with more direct focus after our upcoming November election

Council Member Faron stated he and Council Member Kramer hosted Ward 1 Town Hall meetings last week, one in the evening and one in the morning. The evening meeting was well attended with approximately 20 participants, although the morning session was not. Most topics of discussion related to the upcoming election and residential storm water concerns.

AGENDA
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CITY COUNCIL
300 NORTH NEW BALLAS RD
AUGUST 22, 2016
7:00 PM

BUSINESS FROM CITY ADMINISTRATOR

17. FY 16 4Th Quarter Financial Analyses

Dan Smith stated Council has received a good financial report for FY 2016. The revenues outpaced expenditures and were close to what was budgeted within $24,000. Expenditures were significantly less than budgeted and he would like to credit the department heads for being good stewards of the budgeted funds. Overall, with the transfers that were made to the Pension Fund and the Capital Fund the City ended up with an estimated surplus of about $590,000. Enterprise Revenue funds were up across the board and significantly higher than anticipated; however, the expenses were also higher than anticipated due to some compressor/ice repairs and the hiring of the golf consultants. Overall, even with a small deficit it was a good year for the complex. As far as the Capital Fund there was a slightly larger balance than anticipated in the budget. Anticipate beginning the new FY with a slightly higher balance than anticipated when the budget was proposed.

Mayor Glantz asked the Boy Scout in the audience to come forward and introduce himself.

Andrew Goldberg, Troop 529 said he attends Northeast Middle School and he is working on his Citizenship and Community Merit Badge.

Mayor and Council thanked Boy Scout Goldberg for attending.

Council Member Hoffman moved, seconded by Council Member Faron to adjourn at 8:16 p.m., with the vote upon such motion being as follows, to-wit:

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

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

Submitted by:

_____ _____

Deborah Ryan
City Clerk

Barry Glantz
Mayor

Bills Payable Listing

For your review is a bills payable listing dated September 7, 2016 in the amount of $422,301.86. 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: September 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 September 7, 2016 in the amount of $422,301.86.

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

9/7/2016

NO DEPT - NO DIV

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00121		927096784	17-Aug-16	CALLAWAY GOLF	GOLF BALLS FOR RESALE	06-00-00-1625	369.00
00121		927084793	11-Aug-16	CALLAWAY GOLF	GOLF BALLS FOR RESALE	06-00-00-1625	278.64
00188		081516 231	15-Aug-16	ETTMAN, JOAN	SEWER LATERAL REPAIR REIMB	02-00-00-1901	1,720.00
00066		000265441	22-Aug-16	FROESEL OIL	7004 GAL UNLEADED GASOLINE	01-00-00-1651	11,970.60
00066		000265435	22-Aug-16	FROESEL OIL	2008 GAL DIESEL FUEL	01-00-00-1653	3,579.26
00188		050316 233	03-May-16	GUO, FANGSHUO	SEWER LATERAL REPAIR REIMB	02-00-00-1901	4,280.00
00188		071116 226	11-Jul-16	KALMAN, HAROLD	SEWER LATERAL REPAIR REIMB	02-00-00-1901	2,320.00
00188		070716 232	07-Jul-16	OSTROPOLSKY, JULIA	SEWER LATERAL REPAIR REIMB	02-00-00-1901	2,276.00
						Sum of Invoices	26,793.50

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

9/7/2016

LEGISLATIVE

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00019	P002524	119333	02-Aug-16	CURTIS, HEINZ, GARRETT & O'KEEFE	LEGAL SVCS-CITY ATTY JULY 2016	01-11-12-6201	14,691.16
00080		5390-577-5	15-Aug-16	DIERBERGS	NAPKINS, PLATES, ETC.	01-11-12-7315	13.95
00080		9380-119-5	19-Aug-16	DIERBERGS	WATER, GLASSES, CRACKERS	01-11-12-7315	104.80
00303		742901895	25-Aug-16	MISSOURI LAWYERS MEDIA	PUB HRG NOTICE	01-11-13-6260	177.48
01048		9770359264	02-Aug-16	VERIZON WIRELESS	AIR CARD 7/14-8/13/16	01-11-13-9504	40.01
						Sum of Invoices	15,027.40

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

9/7/2016

Administration

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
02443		100424	30-Aug-16	BENEFLEX HR RESOURCES, INC.	MONTHLY COBRA ADMINISTRATION	01-12-11-6203	23.90
02443		99674	15-Aug-16	BENEFLEX HR RESOURCES, INC.	GENERAL NOTICES FOR NEW HIRES	01-12-11-6203	3.95
00136		3509	01-Sep-16	CHAMBER OF COMMERCE CREVE COEUR/OLIVETTE	CHAMBER LUNCH 9/1/16-PERKINS	01-12-11-6264	20.00
						Sum of Invoices	47.85

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

9/7/2016

IT

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00073		DZS2421	16-Aug-16	CDW-G	RECEIPT PRINTER-SNACK BAR PC	01-12-51-6213	274.58
00139	P002515	XK1CFK389	21-Aug-16	DELL	2 MID TO HIGH PERFORMANCE LAPT	01-12-51-7331	3,806.64
00139	P002515	XK1CFK389	21-Aug-16	DELL	2 MID TO HIGH PERFORMANCE LAPT	01-12-51-7331	378.38
02654	P002486	0013187	14-Aug-16	UMZUZU LLC	MONTHLY FEE-GOOGLE APPS FOR GO	01-12-51-6213	1,180.00
01891	P002483	15342	15-Aug-16	WINNING TECHNOLOGIES, INC.	IT SERVICES-AUGUST 2016	01-12-51-6202	4,620.00
						Sum of Invoices	10,259.60

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

9/7/2016

FINANCE

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00020		82416	24-Aug-16	COLLECTOR OF REVENUE	SALES TAX REPORT-AUG 2016	01-13-11-6202	20.00
02147	P002525	MN00093678	25-Jul-16	HARRIS ENTERPRISE RESOURCE PLANNING	ANNUAL SOFTWARE FEE	01-13-11-6213	33,357.20
						Sum of Invoices	33,377.20

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

9/7/2016

MUNICIPAL COURT

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01901		96306	27-Aug-16	DEAF INTERLINK, INC.	INTERPRETER FOR COURT CASE	01-13-14-6201	170.00
01374	P002479	082316	23-Aug-16	ENGELMEYER & PEZZANI LLC	LEGAL SVCS-MUNI JUDGE JULY 201	01-13-14-6201	1,666.66
00050		INV0049605	15-Aug-16	REJIS	SUBSCRIPTION FEES-AUG 2016	01-13-14-6202	1,418.95
						Sum of Invoices	3,255.61

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

9/7/2016

INTERDEPARTMENTAL

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00014		0215116 8/16	06-Aug-16	CHARTER COMMUNICATIONS	SVC @ SHOP 8/16-9/15/16	01-13-15-6255	512.28
00080		5391-577-5	15-Aug-16	DIERBERGS	ITEM FOR EMPLOYEE WELLNESS EVN	01-13-15-6272	4.29
00045		855366731001	05-Aug-16	OFFICE DEPOT-BUSINESS DIV	TONER CARTRIDGES-ADMIN	01-13-15-7312	418.86
00076		85822110	16-Aug-16	PEPSI-COLA	SODA FOR VENDING/MEETINGS	01-13-15-7304	228.31
01436		17-001 OTHER	12-Jul-16	WEST CENTRAL DISPATCH CENTER	1ST QTR FY17 REJIS FIBER FEES	01-13-15-6213	375.00
01436		17-001 OTHER	12-Jul-16	WEST CENTRAL DISPATCH CENTER	1ST QTR FY17 REJIS ACCESS FEES	01-13-15-6213	400.00
01436		17-001 OTHER	12-Jul-16	WEST CENTRAL DISPATCH CENTER	ADJ TO 4TH QTR FY16 PHONE FEES	01-13-15-6253	2,282.35
01436		17-001 OTHER	12-Jul-16	WEST CENTRAL DISPATCH CENTER	1ST QTR FY17 FIBER FEES	01-13-15-6253	921.00
01436		17-001 OTHER	12-Jul-16	WEST CENTRAL DISPATCH CENTER	1ST QTR FY17 PHONE FEES	01-13-15-6253	6,033.76
01436		17-001 OTHER	12-Jul-16	WEST CENTRAL DISPATCH CENTER	ADJ TO 4TH QTR FY16 TV FEES	01-13-15-6255	128.96
01436		17-001 OTHER	12-Jul-16	WEST CENTRAL DISPATCH CENTER	1ST QTR FY17 CABLE TV FEES	01-13-15-6255	515.96
						Sum of Invoices	11,820.77

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

9/7/2016

ICE ARENA

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550		311454513	23-Aug-16	ARAMARK UNIFORM SERVICES	MOP RENTAL (8/23/16)	06-14-31-7301	1.54
01550		311454513	23-Aug-16	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (8/23/16)	06-14-31-7308	12.19
02112		4331	12-Aug-16	CLASSIC IMAGES LLC	STAFF SHIRTS	06-14-31-7308	297.37
00081		9191924522	10-Aug-16	GRAINGER	AIR FILTERS	06-14-31-6212	181.92
00082		0753643	11-Aug-16	METROLIFT PROPANE	PROPANE FOR OLYMPIA (8/11/16)	06-14-31-7307	181.48
00082		0770616	24-Aug-16	METROLIFT PROPANE	PROPANE FOR OLYMPIA (8/24/16)	06-14-31-7307	252.16
00867		82169	10-Aug-16	MURPHY	REPAIR COMPRESSOR #2	06-14-31-6212	498.00
00164		059026-01	25-Aug-16	NEW SYSTEM CARPET & BUILDING CARE LTD.	MOP HEADS	06-14-31-7301	49.92
00164		059309	16-Aug-16	NEW SYSTEM CARPET & BUILDING CARE LTD.	GUM REMOVER	06-14-31-7301	29.40
00045		855172914001	04-Aug-16	OFFICE DEPOT-BUSINESS DIV	WALL CALENDAR	06-14-31-7304	25.55
00048		215919	18-Jul-16	PAVYER	OLYMPIA BLADE SHARPENING	06-14-31-6211	180.35
						Sum of Invoices	1,709.88

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

9/7/2016

GOLF MAINTENANCE

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
02683		S0564449	15-Aug-16	ADVANCED TURF SOLUTIONS, INC.	HOLGANIX FERTILIZER	06-14-32-7303	218.00
00826		2315988	24-May-16	CREST INDUSTRIES, INC.	SHOP RAGS	06-14-32-7301	64.50
00066		000265247	18-Aug-16	FROESEL OIL	251 GAL DIESEL FUEL	06-14-32-7307	429.90
00066		000265248	18-Aug-16	FROESEL OIL	250 GAL UNLEADED GASOLINE	06-14-32-7307	431.07
01415		INV0020055	18-Aug-16	GREENSPRO, INC.	BLUEGRASS SEED FOR APRONS	06-14-32-6212	156.00
01415		INV0020195	25-Aug-16	GREENSPRO, INC.	DACONIL ACTION 2X2	06-14-32-7303	380.00
01415		INV0019980	12-Aug-16	GREENSPRO, INC.	0614327303	06-14-32-7303	504.88
00677		272595	01-Sep-16	HARTKE NURSERY	STRAW	06-14-32-6212	28.00
00660		10775	15-Aug-16	KEEVEN BROTHERS, INC.	ZOYSIA SOD	06-14-32-6212	164.25
00040		888481	01-Sep-16	MILBRADT	WEEDEATER STRING	06-14-32-7302	51.29
00173		IN136901	17-Aug-16	SUPREME TURF PRODUCTS	BENTGRASS SEED FOR NURSERY GRE	06-14-32-6212	500.00
00173		IN137134	24-Aug-16	SUPREME TURF PRODUCTS	5-6-6 FERTILIZER	06-14-32-7303	105.00
00173		IN137138	24-Aug-16	SUPREME TURF PRODUCTS	SECURE FUNGICIDE	06-14-32-7303	299.50
						Sum of Invoices	3,332.39

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

9/7/2016

PRO SHOP

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00121		927084793	11-Aug-16	CALLAWAY GOLF	SHIPPING-GOLF BALLS	06-14-33-8324	0.72
02691		400120	15-Aug-16	LEGENDARY MARKETING	GOLF WEBSITE	06-14-33-6260	297.00
00045		855172914001	04-Aug-16	OFFICE DEPOT-BUSINESS DIV	THERMAL PAPER ROLLS	06-14-33-7304	16.44
00116		1757	29-Aug-16	SAM'S CLUB	CLEANING SUPPLIES	06-14-33-7301	20.94
						Sum of Invoices	335.10

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

9/7/2016

SNACK BAR

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550		311454513	23-Aug-16	ARAMARK UNIFORM SERVICES	WIPING TOWELS (8/23/16)	06-14-34-7301	4.41
01001		70907	16-Aug-16	BI-STATE REFRIGERATION	CLEAN/SVC ICE MACHINE	06-14-34-6211	162.00
00084		3807369718	12-Aug-16	COCA-COLA	SODA PRODUCTS FOR RESALE	06-14-34-8317	551.76
00084		3817377137	25-Aug-16	COCA-COLA	SODA PRODUCTS FOR RESALE	06-14-34-8317	453.84
00080		0094-569-5	17-Aug-16	DIERBERGS	SNACKS FOR RESALE	06-14-34-8319	17.98
02685		2431	29-Aug-16	MJ BEVOLUTION	BEER FOR RESALE	06-14-34-8316	156.00
01471		01461	29-Aug-16	RL MUELLER NATIONAL DIST., INC.	SNACKS FOR RESALE	06-14-34-8319	304.23
01471		01316	10-Aug-16	RL MUELLER NATIONAL DIST., INC.	SNACKS FOR RESALE	06-14-34-8319	51.60
01471		01348	15-Aug-16	RL MUELLER NATIONAL DIST., INC.	SNACKS FOR RESALE	06-14-34-8319	216.96
01471		01316	10-Aug-16	RL MUELLER NATIONAL DIST., INC.	PAPER PRODUCTS	06-14-34-8321	136.26
00116		1757	29-Aug-16	SAM'S CLUB	FOOD FOR RESALE	06-14-34-8315	126.95
00116		1757	29-Aug-16	SAM'S CLUB	SNACKS FOR RESALE	06-14-34-8319	27.96
00116		1757	29-Aug-16	SAM'S CLUB	PAPER PRODUCTS	06-14-34-8321	68.53
02684		1020576020	29-Jul-16	TROVERCO, INC.	SANDWICHES FOR RESALE	06-14-34-8315	80.10
						Sum of Invoices	2,358.58

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

9/7/2016

BUILDING MAINTENANCE

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00090		2016-209	09-Jan-16	AMERICAN WATER TREATMENT	WATER TESTING JAN-MAR 2016	01-16-11-6212	509.27
01550		311429254	16-Aug-16	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (8/16/16)	01-16-11-7308	4.60
01550		311454512	23-Aug-16	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (8/23/16)	01-16-11-7308	4.60
01550		311479485	30-Aug-16	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (8/30/16)	01-16-11-7308	4.60
01867		20486	01-Sep-16	AUTHORIZED ELEVATOR	QTRLY ELEVATOR MAINT 9/16-11/1	01-16-11-6211	125.00
02056	P002507	609299012-161	01-Sep-16	CORVUS JANITORIAL SYSTEMS	CLEANING SERVICE-SEPT 2016	01-16-11-6212	2,207.00
00117		5410098	11-Aug-16	HOME DEPOT	PARTS FOR SHELF IN MAIL ROOM	01-16-11-7302	51.12
00039		1030889	15-Aug-16	INDUSTRIAL SOAP	PAPER PRODUCTS	01-16-11-6212	294.75
00968	P002521	78812314	01-Aug-16	SIMPLEX GRINNELL	ANNUAL TESTING FOR FIRE ALARM	01-16-11-6211	1,659.00
00087		58922	29-Jul-16	SYSTEMAIRE	HEAT PUMP REPAIR	01-16-11-6212	420.00
00711	P002323	357649704	17-Aug-16	TERMINIX	PEST CONTROL	01-16-11-6212	74.00
00711	P002323	355609052	08-Jun-16	TERMINIX	PEST CONTROL SERVICE	01-16-11-6212	74.00
						Sum of Invoices	5,427.94

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

9/7/2016

POLICE-ADMIN

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00125		386098	11-Aug-16	LEON UNIFORM	CCPD EMBLEMS & BADGES-SILVER	01-21-11-7308	375.00
00045		855263185001	05-Aug-16	OFFICE DEPOT-BUSINESS DIV	NOTE CARDS FOR CHIEF'S OFFICE	01-21-11-7302	29.98
00045		3092	23-Aug-16	OFFICE DEPOT-BUSINESS DIV	REFILLS FOR PD INK PENS	01-21-11-7302	27.16
00299	P002520	1242902	15-Aug-16	REIS ENVIRONMENTAL INC.	15BATON ASP D60FAC TALON AIRWE	01-21-11-7302	920.00
00299	P002520	1242902	15-Aug-16	REIS ENVIRONMENTAL INC.	15 SCABBARD ASP ENVOY 60 26" B	01-21-11-7302	540.00
01964		5555	22-Aug-16	ROBERT CRAIL PHOTOGRAPHY	PICTURES NEW OFFICERS & CHIEF	01-21-11-7306	32.50
01048		9770516240	18-Aug-16	VERIZON WIRELESS	MONTHLY AIR CARD CHARGES	01-21-11-6253	40.01
01436	P002481	17-001 BASE FEE	12-Jul-16	WEST CENTRAL DISPATCH CENTER	FY 17 BASE FEE	01-21-11-6202	100,000.00
01436	P002480	17-001 1ST QTR	12-Jul-16	WEST CENTRAL DISPATCH CENTER	FY 17 1ST QTR UTILIZATION FEES	01-21-11-6202	98,510.75
						Sum of Invoices	200,475.40

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

9/7/2016

POLICE-PATROL

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00669		293729	24-Aug-16	APPLIED CONCEPTS-STALKER RADAR	RADAR REPAIR	01-21-22-6211	215.00
02119		234743	17-Aug-16	DAVE SINCLAIR LINCOLN-MERCURY, INC.	CAR 2403 3000 ML SVS/FIX PWR O	01-21-22-6210	126.95
02119		234773	17-Aug-16	DAVE SINCLAIR LINCOLN-MERCURY, INC.	CAR 2410 3000 ML SERVICE	01-21-22-6210	42.95
02119		234802	18-Aug-16	DAVE SINCLAIR LINCOLN-MERCURY, INC.	CAR 2407 3000 ML SERVICE	01-21-22-6210	57.95
02119		235228	01-Sep-16	DAVE SINCLAIR LINCOLN-MERCURY, INC.	CAR 2404 3000 MILE SERVICE	01-21-22-6210	42.95
02119		703738	19-Aug-16	DAVE SINCLAIR LINCOLN-MERCURY, INC.	(2) WHEELS & TPMS SENSORS	01-21-22-6210	410.86
02119		234954	23-Aug-16	DAVE SINCLAIR LINCOLN-MERCURY, INC.	CAR 2408 3000 MILE SERVICE	01-21-22-6210	42.95
02119		234639	12-Aug-16	DAVE SINCLAIR LINCOLN-MERCURY, INC.	CAR 2406 3000 MILE SERVICE	01-21-22-6210	57.95
02119		234586	12-Aug-16	DAVE SINCLAIR LINCOLN-MERCURY, INC.	CAR 2416 CHECK BATTERY DRAW	01-21-22-6210	15.00
00095		306727	17-Aug-16	DOBBS TIRE & AUTO	(5) EXPLORER TIRES	01-21-22-6210	635.00
00095		306735	18-Aug-16	DOBBS TIRE & AUTO	(1) CHARGER TIRE	01-21-22-6210	117.92
00234		452662	26-Aug-16	ED. ROEHR SAFETY PRODUCTS	OC CASE OR BRYAN LOWERY	01-21-22-5107	26.25
00234		452630	25-Aug-16	ED. ROEHR SAFETY PRODUCTS	UNIFORM ITEMS FOR PO MOORE	01-21-22-5107	299.06
00234		452792	30-Aug-16	ED. ROEHR SAFETY PRODUCTS	CREDIT FOR FREIGHT CHARGED	01-21-22-5107	-13.06
00234		452631	25-Aug-16	ED. ROEHR SAFETY PRODUCTS	UNIFORM ITEMS FOR PO W. SCHULT	01-21-22-5107	325.31
00234		452790	30-Aug-16	ED. ROEHR SAFETY PRODUCTS	CREDIT FOR FREIGHT CHARGE	01-21-22-5107	-13.06
00117		8583725	19-Aug-16	HOME DEPOT	WIRE ROPE REEL FOR RANGE	01-21-22-7313	107.00
00125	P002463	383741	12-Aug-16	LEON UNIFORM	POINT BLANK ALPHA ELITE BALLIS	01-21-22-9503	775.00
00125	P002491	384699	24-Aug-16	LEON UNIFORM	BALLISTIC VEST WALTER SCHULTZ	01-21-22-9503	775.00
02536	P002496	27453	12-Aug-16	PINNACLE PEAK HOLDING CORP.	S & H	01-21-22-9503	34.75
02536	P002496	27453	12-Aug-16	PINNACLE PEAK HOLDING CORP.	2 WIRELESS SUPER MIC	01-21-22-9503	1,850.00
02536	P002496	27453	12-Aug-16	PINNACLE PEAK HOLDING CORP.	2 PUSH TO TALK CABLE KIT	01-21-22-9503	750.00
						Sum of Invoices	6,681.73

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

9/7/2016

PUBLIC WORKS

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
02169		429956	28-Jul-16	DREXEL TECHNOLOGIES, INC	MONTHLY SERVICE FEE	01-31-11-6213	73.35
						Sum of Invoices	73.35

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

9/7/2016

STREETS

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550		311479483	30-Aug-16	ARAMARK UNIFORM SERVICES	MOP RENTAL (8/30/16)	01-31-41-6212	4.40
01550		311479483	30-Aug-16	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (8/30/16)	01-31-41-7308	67.07
01980		9164718	09-Aug-16	BLUE CHIP EXTERMINATING	PEST CONTROL SERVICE	01-31-41-7301	26.00
00010		988011	17-Aug-16	BRANNEKY HARDWARE	CHAINS FOR SAWS	01-31-41-6211	37.50
00010		0988808	01-Sep-16	BRANNEKY HARDWARE	STENCILS	01-31-41-6212	11.94
00011		29099166	05-Aug-16	CARTER-WATERS LLC	CONCRETE TOOLS	01-31-41-7302	44.00
00011		29099622	12-Aug-16	CARTER-WATERS LLC	BASKETS FOR CONCRETE SLAB	01-31-41-7305	749.78
02646	P002356	00002	17-Aug-16	CBB	ON-CALL TRAFFIC SIGNAL MAINT S	01-31-41-6251	1,281.90
00073		FBK8738	18-Aug-16	CDW-G	LASERJET PRINTER FOR SHOP	01-31-41-9505	389.34
00826		2331211	23-Aug-16	CREST INDUSTRIES, INC.	SNAP PIN 2WIRE FOR TRUCKS	01-31-41-6210	9.74
00826		2332427	30-Aug-16	CREST INDUSTRIES, INC.	HEX CAPS FOR STOCK	01-31-41-6212	11.51
00826		2329280	11-Aug-16	CREST INDUSTRIES, INC.	WATERPROOF TAPE, CABLE TIES	01-31-41-6212	156.02
00826		2330538	18-Aug-16	CREST INDUSTRIES, INC.	SHOP RAGS	01-31-41-6212	59.50
00826		2330536	18-Aug-16	CREST INDUSTRIES, INC.	HOSE ASSEMBLY'S	01-31-41-6212	95.41
01089		910396413	04-Sep-16	DAVEY TREE EXPERT CO.	TREE REMOVAL DUE TO STORM	01-31-41-6212	2,100.00
02676		1261-2500002439	08-Aug-16	EXCEL TEMPORARY SERVICES	TEMP PERSONNEL W/E 8/6/16	01-31-41-6207	1,825.57
02676		1261-2500002470	22-Aug-16	EXCEL TEMPORARY SERVICES	TEMP PERSONNEL W/E 8/19/16	01-31-41-6207	1,955.75
00023		570195	09-Aug-16	FRED WEBER	ROCK FOR STREET REPAIRS	01-31-41-7305	281.29
00023		574725	26-Aug-16	FRED WEBER	ASPHALT-COUNTRY MANOR	01-31-41-7305	126.00
01292		S1058523.001	15-Aug-16	HOLT ELECTRICAL SUPPLIES	ITEMS FOR BALLAS ISLAND LIGHTS	01-31-41-6212	510.00
00117		5072312	31-Aug-16	HOME DEPOT	ITEMS FOR BEIRNE PK TENNIS FEN	01-31-41-6212	44.40
00040		886786	10-Aug-16	MILBRADT	SOLENOID FOR CONCRETE SAW	01-31-41-7305	35.73
00411		107115	29-Aug-16	N.B. WEST CONTRACTING CO.	COLD PATCH FOR POTHOLES	01-31-41-7305	357.65
00786		0550209-IN	03-Aug-16	NEUMAYER EQUIPMENT COMPANY, INC.	LABOR/PAPER FOR TANK MONITOR	01-31-41-6212	494.21
00165		TI-0301479	26-Aug-16	NEWMAN TRAFFIC SIGNS	SIGN MATERIAL	01-31-41-7305	231.36
00818		1007439	23-Aug-16	NU WAY CONCRETE FORMS	CONCRETE VIBRADOR RENTAL	01-31-41-6266	750.00
00970		1388-200601	22-Aug-16	O'REILLY AUTO PARTS	FUEL FILTER-BACKHOE	01-31-41-6211	28.94
00970		1388-200752	23-Aug-16	O'REILLY AUTO PARTS	FILTERS FOR BACKHOE	01-31-41-6211	28.94
00970		1388-200800	23-Aug-16	O'REILLY AUTO PARTS	BELTS FOR XTREME LEAF VACS	01-31-41-6211	39.08
00970		1388-200756	23-Aug-16	O'REILLY AUTO PARTS	TRUFLEX BELT	01-31-41-6211	4.87
00970		1388-200880	24-Aug-16	O'REILLY AUTO PARTS	CREDIT-MDSE RETURN	01-31-41-6211	-4.87
00970		1388-199401	12-Aug-16	O'REILLY AUTO PARTS	CREDIT MEMO-MDSE RETURN	01-31-41-6211	-50.17
00970		1388-199411	12-Aug-16	O'REILLY AUTO PARTS	CREDIT MEMO-MDSE RETURN	01-31-41-6211	-19.87
00970		1388-199218	11-Aug-16	O'REILLY AUTO PARTS	PARTS FOR LEAF VACS	01-31-41-6211	121.51
00970		1388-201635	30-Aug-16	O'REILLY AUTO PARTS	MECHANICS TOOLS	01-31-41-7302	162.91

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

STREETS

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00970		1388-199740	15-Aug-16	O'REILLY AUTO PARTS	PARTS FOR CONCRETE SAW	01-31-41-7302	7.60
00970		1388-199364	12-Aug-16	O'REILLY AUTO PARTS	SMALL TOOLS FOR SHOP STOCK	01-31-41-7302	20.96
00047	P002514	E07904	09-Aug-16	PAT KELLY EQUIPMENT	BOMAG PLATE COMPACTOR	01-31-41-9503	1,717.00
00270		43455-00	15-Aug-16	TERMINAL SUPPLY CO.	FUSE HOLDERS	01-31-41-6210	196.58
00270		43455-00	15-Aug-16	TERMINAL SUPPLY CO.	FUSE HOLDERS	01-31-41-6211	196.59
00270		45486-00	23-Aug-16	TERMINAL SUPPLY CO.	MINI FUSES, FUSE KIT	01-31-41-6212	66.35
						Sum of Invoices	14,172.49

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

9/7/2016

HEALTH & WELFARE

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01836		116022	09-Aug-16	CRITTER CONTROL OF ST. LOUIS	DEAD DEER REMOVAL	01-31-42-6214	900.00
00631		593431	15-Aug-16	PERALES AE LAWN CARE LLC	MOW HIGH WEEDS/GRASS 11350 ST.	01-31-42-6215	537.50
00105	P002505	346018367101	20-Aug-16	REPUBLIC SERVICES	CONDO SERVICE-AUG 2016	01-31-42-6214	1,842.50
00105	P002505	0346-018355152	15-Aug-16	REPUBLIC SERVICES	RESIDENTIAL SVC-AUG 2016	01-31-42-6214	68,156.98
						Sum of Invoices	71,436.98

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

9/7/2016

PARKS

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550		311479483	30-Aug-16	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (8/30/16)	01-31-43-7308	22.36
01980		9164718	09-Aug-16	BLUE CHIP EXTERMINATING	PEST CONTROL SERVICE	01-31-43-7301	26.00
00010		988011	17-Aug-16	BRANNEKY HARDWARE	CHAINS FOR SAWS	01-31-43-6211	12.50
00010		0988213	22-Aug-16	BRANNEKY HARDWARE	PLYWOOD-LAKE SCHOOL WINDOWS	01-31-43-6212	37.99
00010		0987832	16-Aug-16	BRANNEKY HARDWARE	CLEANING PRODUCTS FOR PARKS	01-31-43-7301	66.94
00826		2331211	23-Aug-16	CREST INDUSTRIES, INC.	SNAP PIN 2WIRE FOR TRUCKS	01-31-43-6210	3.25
00826		2314572	16-May-16	CREST INDUSTRIES, INC.	PAPER PRODUCTS-PARKS	01-31-43-6212	263.95
02676		1261-2500002439	08-Aug-16	EXCEL TEMPORARY SERVICES	TEMP PERSONNEL W/E 8/6/16	01-31-43-6207	608.53
02676		1261-2500002470	22-Aug-16	EXCEL TEMPORARY SERVICES	TEMP PERSONNEL W/E 8/19/16	01-31-43-6207	651.92
00209		255239/1	19-Aug-16	KIRKWOOD MATERIAL SUPPLY	TOPSOIL FOR HOLES-ROYAL VALLEY	01-31-43-6212	295.00
01534		778718	16-Aug-16	MIRACLE RECREATION EQUIPMENT CO	PLAYGROUND PARTS FOR BEIRNE PK	01-31-43-9503	568.62
00970		1388-200601	22-Aug-16	O'REILLY AUTO PARTS	FUEL FILTER-BACKHOE	01-31-43-6211	9.65
00970		1388-200752	23-Aug-16	O'REILLY AUTO PARTS	FILTERS FOR BACKHOE	01-31-43-6211	9.65
00970		1388-200800	23-Aug-16	O'REILLY AUTO PARTS	BELTS FOR XTREME LEAF VACS	01-31-43-6211	13.03
00970		1388-200756	23-Aug-16	O'REILLY AUTO PARTS	TRUFLEX BELT	01-31-43-6211	1.63
00970		1388-200880	24-Aug-16	O'REILLY AUTO PARTS	CREDIT-MDSE RETURN	01-31-43-6211	-1.63
00970		1388-199401	12-Aug-16	O'REILLY AUTO PARTS	CREDIT MEMO-MDSE RETURN	01-31-43-6211	-16.73
00970		1388-199411	12-Aug-16	O'REILLY AUTO PARTS	CREDIT MEMO-MDSE RETURN	01-31-43-6211	-6.63
00970		1388-199218	11-Aug-16	O'REILLY AUTO PARTS	PARTS FOR LEAF VACS	01-31-43-6211	40.52
00173		IN137080	23-Aug-16	SUPREME TURF PRODUCTS	CHEMICALS FOR PARKS	01-31-43-7301	395.00
00173		IN137089	23-Aug-16	SUPREME TURF PRODUCTS	WASP SPRAY FOR PARKS	01-31-43-7301	315.00
00109		461272	25-Aug-16	WESTPORT POOLS	CHEMICALS FOR SPLASH PAD	01-31-43-7301	9.24
						Sum of Invoices	3,325.79

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

9/7/2016

COMMUNITY DEVELOPMENT - PLANNING

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00213		081816-1	18-Aug-16	MCLAUGHLIN COURT REPORTING SERVICES, INC	COURT RPTR P&Z MTG 8/15/16	01-32-11-6202	155.00
00303		742892460	19-Aug-16	MISSOURI LAWYERS MEDIA	PUB HRG NOTICE P&Z	01-32-11-6260	42.92
00303		742892461	19-Aug-16	MISSOURI LAWYERS MEDIA	PUB HRG NOTICE-BOA	01-32-11-6260	67.28
						Sum of Invoices	265.20

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

9/7/2016

CAPITAL IMPROVEMENTS

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
02700	P002533	PAY #1 MASON	02-Sep-16	AMEC FOSTER WHEELER	MASON ROAD CORRIDOR PEDESTRIAN	02-61-71-9510-17603	4,500.00
00023		571361	12-Aug-16	FRED WEBER	ASPHALT-REPAIR DIELMANN COMPLE	02-61-71-9506-17318	581.40
00880	P002457	PAY #3 DAM SVCS	02-Sep-16	INTUITION & LOGIC	DAM STABILIZATION ENGIN. SVCS	02-61-71-9509-15525	280.00
02009		152855	20-Aug-16	LANDVATTER READY MIX, INC.	GRAVEL-REPAIRS TO COUNTRY MNR	02-61-71-9510-17602	2,786.56
02009		152854	20-Aug-16	LANDVATTER READY MIX, INC.	GRAVEL FOR REPAIRS ON DARTAGNA	02-61-71-9510-17602	642.12
02009		152403	06-Aug-16	LANDVATTER READY MIX, INC.	GRAVEL FOR GASCOGNE&CANNES	02-61-71-9510-17602	746.40
02009		153092	27-Aug-16	LANDVATTER READY MIX, INC.	GRAVEL FOR COUNTRY MANOR	02-61-71-9510-17602	1,117.22
00303		742890681	18-Aug-16	MISSOURI LAWYERS MEDIA	REQ FOR BIDS BALLAS/OLD BALLAS	02-61-71-9501-17102	249.20
00303		742880846	11-Aug-16	MISSOURI LAWYERS MEDIA	REQ FOR BIDS-PLAYGROUND	02-61-71-9506-17316	543.20
00303		742888232	16-Aug-16	MISSOURI LAWYERS MEDIA	REQ FOR BIDS-COEUR DE VILLE RE	02-61-71-9510-16720	679.00
						Sum of Invoices	12,125.10

Grand Total All Invoices 422,301.86

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

SCHEDULED

ORDINANCE

Meeting: 09/12/16 07:00 PM
Department: Planning Division
Category: New Business
Prepared By: Whitney Kelly
Department Head: Jason Jaggi

Bill No. - 5615 an Ordinance Repealing Ordinance No. 2153 and Authorizing the Issuance of a New Conditional Use Permit for an 87,986 Square Foot Religious Organization and School on the Property Addressed as 11645 Ladue Road, for Congregation Shaare Emeth. Final Reading and Passage

JR Willhite, of Clayton Engineering Co., has submitted a request to amend the Conditional Use Permit and Site Development Plan for Congregation Shaare Emeth at 11645 Ladue Road for additional parking along the front of the building with a new entrance canopy, and approximately 3,516 square foot in building additions. All Religious Organizations (NAICS 813110), are permitted as a conditional use in the A Single Family District with review and approval by the City Council upon the recommendation of the Planning and Zoning Commission. Staff is recommending a repeal and replacement of the prior ordinance, for consistency with the current regulations. Conditional use permit ordinance #2153, was approved by the City Council on October 8, 2001, for a 24,000 addition to the Congregation Shaare Emeth school building, where the religious use had been established since 1978 at this location. Planning and Zoning recommended approval on August 15, 2016.

BILL NO. 5615 **ORDINANCE NO. _____**

AN ORDINANCE REPEALING ORDINANCE NO. 2153 AND AUTHORIZING THE ISSUANCE OF A NEW CONDITIONAL USE PERMIT FOR AN 87,986 SQUARE FOOT RELIGIOUS ORGANIZATION AND SCHOOL ON THE PROPERTY ADDRESSED AS 11645 LADUE ROAD, FOR CONGREGATION SHAARE EMETH.

WHEREAS, under Section 405.210 Table A, all religious organizations (NAICS 813110) require the issuance of a conditional use permit in all districts in the City as provided in Section 405.1070, Conditional Use Permits; and

WHEREAS, conditional use permit ordinance #2153, was approved by the City Council on October 8, 2001, for a 24,000 addition to the Congregation Shaare Emeth school building at 11645 Ladue Road, where the religious use had been established since 1978 at this location; and

WHEREAS, an application was submitted by JR Willhite, of Clayton Engineering Co., requesting to amend the Conditional Use Permit and Site Development Plan for additional parking along the front of the building with a new entrance canopy, and approximately 3,516 square foot building addition; and

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Monday, August 15, 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 Monday, August 15, 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.

BILL NO. __5615___ **ORDINANCE NO. _____**

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

Section 1: Ordinance #2153 is hereby repealed.

Section 2: A Conditional Use Permit is authorized to be issued pursuant to Section 4 hereof for the operation of a religious organization and school at 11645 Ladue Road, in the A Single Family zoning district, whose legal description is as follows:

> A tract of land in the Northeast ¼ of Section 10, Township 45 North, Range 5 East and more particularly described as follows:
>
> Beginning at the point of intersection of the North line of Ladue Road as widened by the deed recorded in Book 7213, Page 1732 of the St. Louis County records (being 50 feet North of the centerline of Ladue Road) with the West line of RUNNYMEDE PLAT 2, a subdivision according to the plat thereof recorded in Plat Book 117, Pages 84 and 85 of the St. Louis County records; thence along the North line of said Ladue Road, North 89° 53' 29" West, 1301.91' to a point in the East line of Ballas Road as widened by the deed recorded in Book 7213, Page 1732 of the St. Louis County records (being 40 feet East of the centerline of Ballas Road); thence along the East line of Ballas Road, North 0° 16' 01" East, 775.02' to a point in the South line of BAL LAD MANOR, a subdivision according to the plat thereof recorded in Plat Book 183, Page 69 of the St. Louis County records; thence along the South line of BAL LAD MANOR and the South lines of CARLYLE PLAT TWO (per the plat recorded in Plat Book 259, Page 97) and CARLYLE PLAT THREE (per the plat recorded in Plat Book 273, Page 91), South 89° 43' 55" East, 1,003.12', South 0° 23' 59" West, 285.99' and South 89° 36' 52" East, 300.54' to a point on the West line of said RUNNYMEDE PLAT 2; thence along said West line South 0° 23' 47" West, 484.79' to the point of beginning and containing 921,274 square feet (21.15 acres).

Section 3: 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 an 87,986 square foot Religious Organization and School on the property addressed as 11645 Ladue Road, for Congregation Shaare Emeth.
2. The applicant is required to submit Grading Plans, showing all exterior improvements, for all new construction to the Division of Planning for review, as required by Section 410.380 of the Subdivision and Land Development Regulations (Subdivision Code). The Grading Plans shall be in substantial conformance with the “Site Development Plans,” received August 5, 2016, and the revised Landscape Plan submitted on August 11, 2016 as bound together and submitted in conjunction with Application #16-024 by Clayton Engineering, and as amended below.
3. The Site Development Plan shall be amended to maintain at least a 32 foot buffer along N. New Ballas Road, provide defined pedestrian connections from the parking lot to the building entrance, and provide internal sidewalks that meet with Section 405.730 Sidewalks of the Zoning Ordinance.
4. The Applicant is required to submit a Building Permit application, as required by Article II of the Building Code. Exterior elevations shall be in substantial conformance with the “Architectural Elevations” submitted on August 5, 2016 as bound together and submitted in conjunction with Application #16-024 by Clayton Engineering.

BILL NO. __5615___ **ORDINANCE NO. _____**

5. The Landscape Plan shall be amended to include appropriate trees within the existing north parking lot and continuing the design along the existing south parking lot, filling in the gaps as necessary.
6. An underground irrigation system shall be installed and maintained to serve all new landscaped areas.
7. Vegetation that is totally or predominantly dead and/or disfigured due to disease or injury shall be replaced as needed and
8. All lighting shall be in conformance with Section 405.680, Lighting, of the Zoning Code, and Section 205.810 of the Parking Ordinance.
9. All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code.
10. Any mechanical equipment installed for the site shall be properly screened with approved materials.
11. 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.
12. 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.
13. 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.
14. Any transfer of ownership or lease of the property shall include in the transfer or lease agreement a provision that the purchaser or lessee agrees to be bound by the approved Site Development Plan for the property and the conditions herein set forth, and written confirmation thereof signed by the new owner or lessee shall be filed with the City at the time of such transfer or lease. Failure to comply with this provision shall not excuse anyone from these conditions.

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

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

ADOPTED THIS ____ DAY OF _____, 2016.

BILL NO. __5615___ **ORDINANCE NO. _____**

ELLEN LAWRENCE
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2016.

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK

Congregation
Shaare Emeth
St. Louis, Missouri

CONCEPT RENDERING

TRi
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city of CREVE COEUR

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(314) 432-6000 • Fax (314) 872-2539 • Relay MO 1-800-735-2966
www.creve-coeur.org

APPLICATION TO PLANNING AND ZONING COMMISSION

#16-024 APPLICATION TO AMEND THE CONDITIONAL USE PERMIT AND SITE DEVELOPMENT PLAN FOR NEW PARKING ADDITION AND ENTRANCE FOR CONGREGATION SHAARE EMETH

FOR THE MEETING OF: Monday, August 15, 2016

LOCATION: Congregation Shaare Emeth, 11645 Ladue Road. Zoned A Single Family Residential.

REQUEST: JR Willhite, of Clayton Engineering Co., has submitted a request to amend the Conditional Use Permit and Site Development Plan for Congregation Shaare Emeth at 11645 Ladue Road for additional parking along the front of the building with a new entrance canopy, and approximately 3,516 square foot building addition. All Religious Organizations (NAICS 813110), are permitted as a conditional use in the A Single Family District with review and approval by the City Council upon the recommendation of the Planning and Zoning Commission.

ADDITIONAL INFORMATION: Congregation Shaare Emeth at Ladue and N. New Ballas originally developed in 1978. The property is 21.15 acres. Ordinance 2153 authorized the expansion of the school in 2001. A recently approved text amendment allowed for site coverage for religious uses up to 50% in residential districts. The proposed changes will increase site coverage to 37.82%. Staff is recommending a repeal and replacement of the prior ordinance, for consistency with the current regulations.

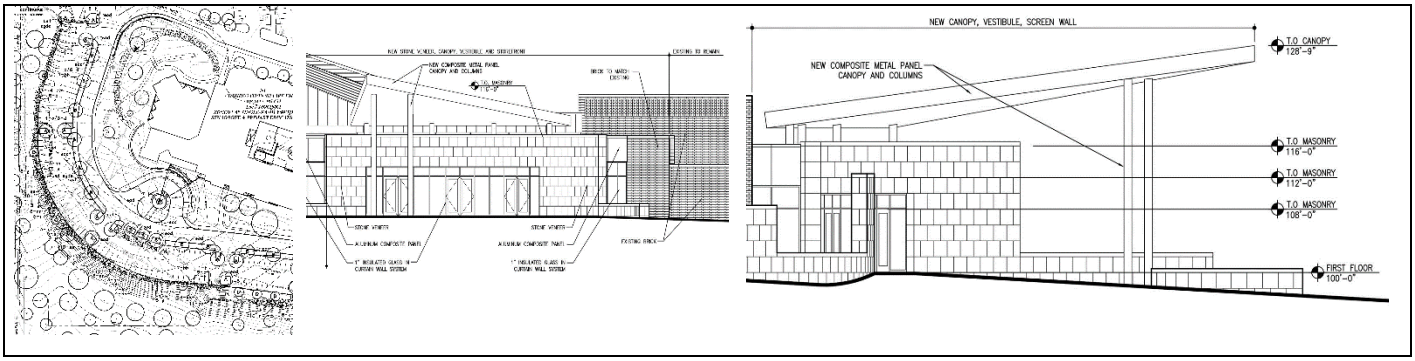
Key Issues:
- Does the request integrate with the existing surrounding uses?
- Does the request further or implement the goals of the Comprehensive Plan and Design Guidelines?
- Is the request consistent with the required findings for a conditional use permit?

Comp. Plan References
- Residential Neighborhoods

Zoning Code References
- Section 405.250 A Single Family Residential
- Section 405.470 Conditional Uses
- Section 405.680 Lighting
- Section 405.730 Sidewalks
- Section 405.1080: Site Concept, Site Development And Minor Site Plan Approval

APPLICANTS: JT Willhite
Clayton Engineering Co.
2268 Welsch Industrial Ct.
St. Louis, MO 63146

PROPERTY OWNER: Congregation Shaare Emeth
11645 Ladue Road
Creve Coeur, MO 63141



REPORT PREPARED BY: Whitney Kelly, AICP, City Planner
DATE: 8/11/2016
ATTACHMENTS: Applicant's Materials received August 5, 2016 and revised Landscape Plan received August 11, 2016
Ordinance 2153
Draft Ordinance

PROJECT DESCRIPTION

Congregation Shaare Emeth is seeking to reorient the main entrance from the north elevation to the southwest corner, to create a greater presence from the Ladue and N. New Ballas Road intersection, as well as provide additional 40,799 square feet of new parking area along the front of the building. A 3,516 square foot building addition on the interior of the courtyard is also proposed, however as this is not visible from the road or adjacent property review will largely focus on the parking lot addition and canopy structure.

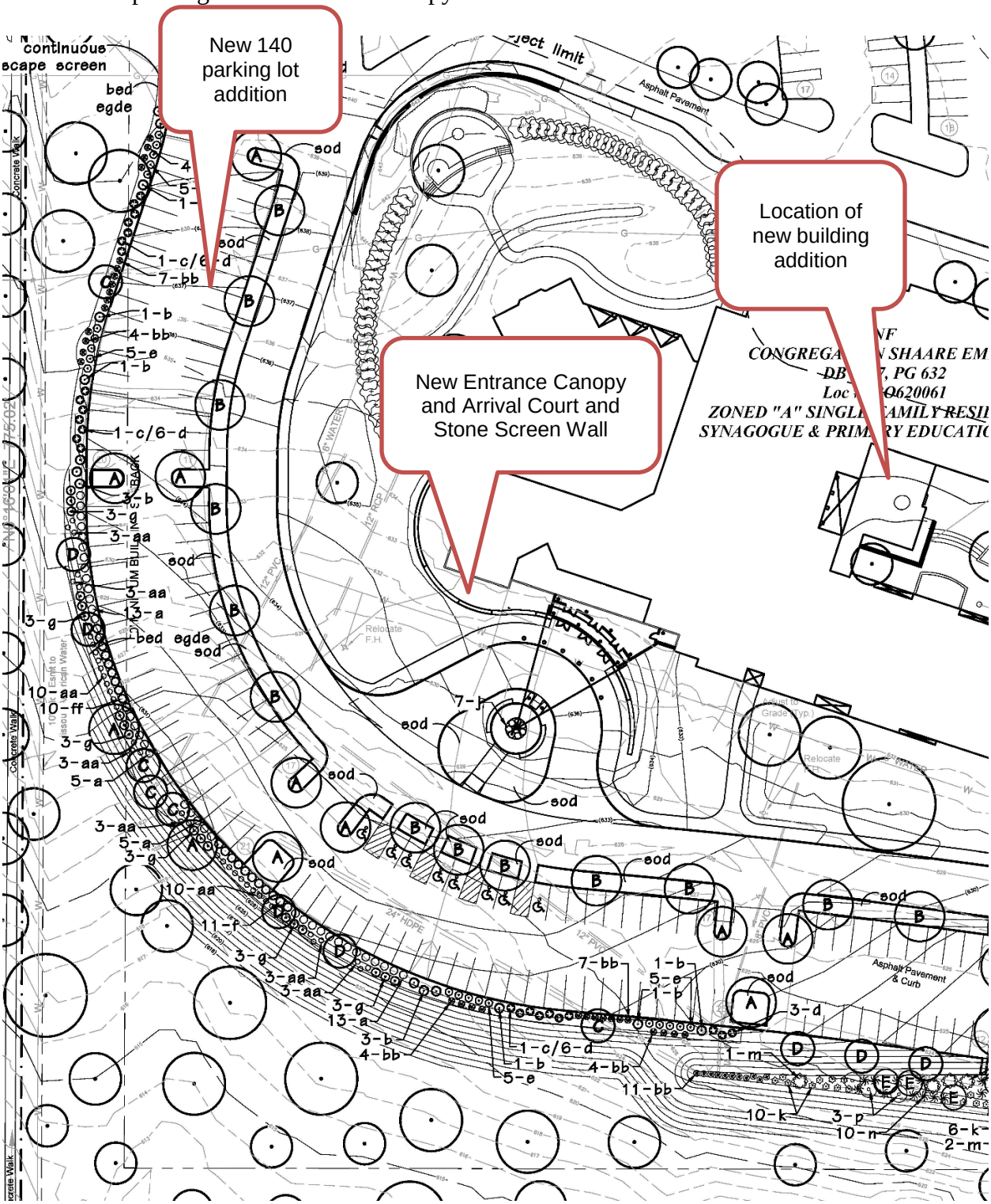


Figure 1: Close-up of the new parking area along N. New Ballas Road

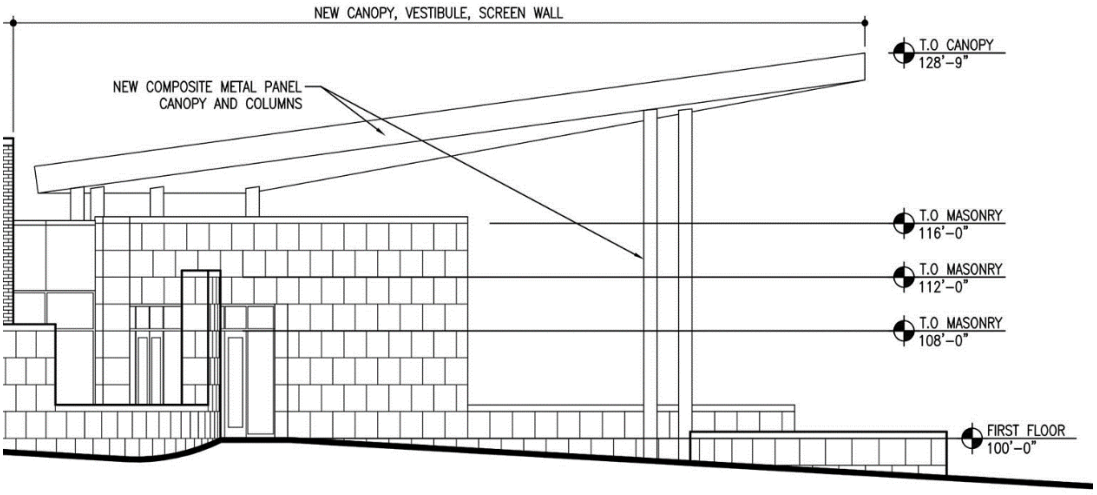


Figure 2: Close-up of the proposed new canopy area

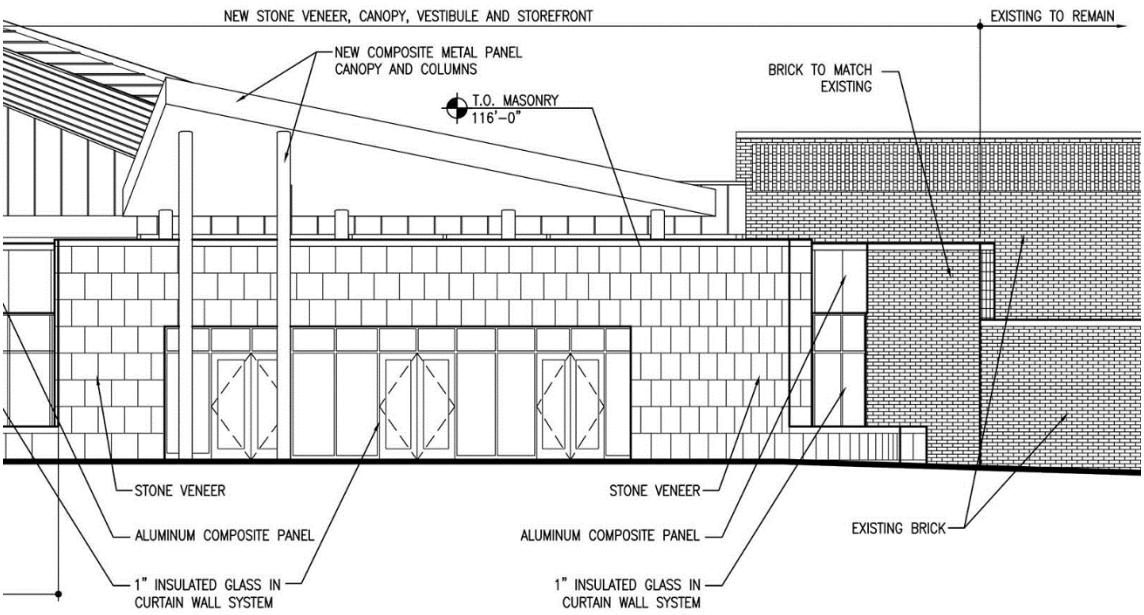


Figure 3: Close-up of the Partial South Elevation of the proposed Canopy.

LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

DIRECTION	USE	ZONED	SEPARATED BY
North	Residential; Carlyle Lake Subdivision	B Single Family Residential; B-RDD Single Family Residential	N/A
South	Residential	A Single Family Residential	Ladue Road
East	Residential	A Single Family Residential	N/A
West	Residential	A Single Family Residential	N. New Ballas Road

COMPREHENSIVE PLAN REVIEW

The Comprehensive Plan discusses that new construction or development within the boundaries of existing institutional uses will be permitted only upon the demonstration that negative impacts on surrounding residential areas related to site planning, building design and material, landscaping, buffering, access, signage, and other land use impacts will be mitigated.

Design Guidelines

The City's Design Guidelines discuss that the primary building entrance should be clearly defined and provide a sense of entry and oriented to the street, provide for protection from the elements, such as recessed roof overhangs, projecting canopies or other similar features (p. 8). By reorienting the main entrance and adding the canopy along the south elevation of the building, the proposed alteration furthers the site towards the recommendations, and creates a greater presence along Ladue and N. New Ballas roads. Additionally, the Design Guidelines discuss locating parking areas to the side or rear of buildings, limiting visual impact of large number of cars and decorative elements such as fences, plantings or topographic features should be utilized to screen parking and loading areas. Further, the Design Guidelines recommend that parking areas, traffic-ways and parking structures are to be enhanced with landscaped spaces containing trees, tree groupings and shrubbery or other landscape enhancements including berms (p. 15), and landscaped parking islands should be incorporated, with parking islands at the beginning and end of all parking aisles as well as every 8-10 parking stalls or other landscape breaks to large parking areas (p. 19). The Zoning Code, discussed further below also provides for shade trees for every 100 lineal feet of a parking row. The proposed development includes significant new trees surrounding the parking lots, and a landscaped median is included for between the parking area and the drive areas, that provide sufficient breaks in the overall design of the parking lot.

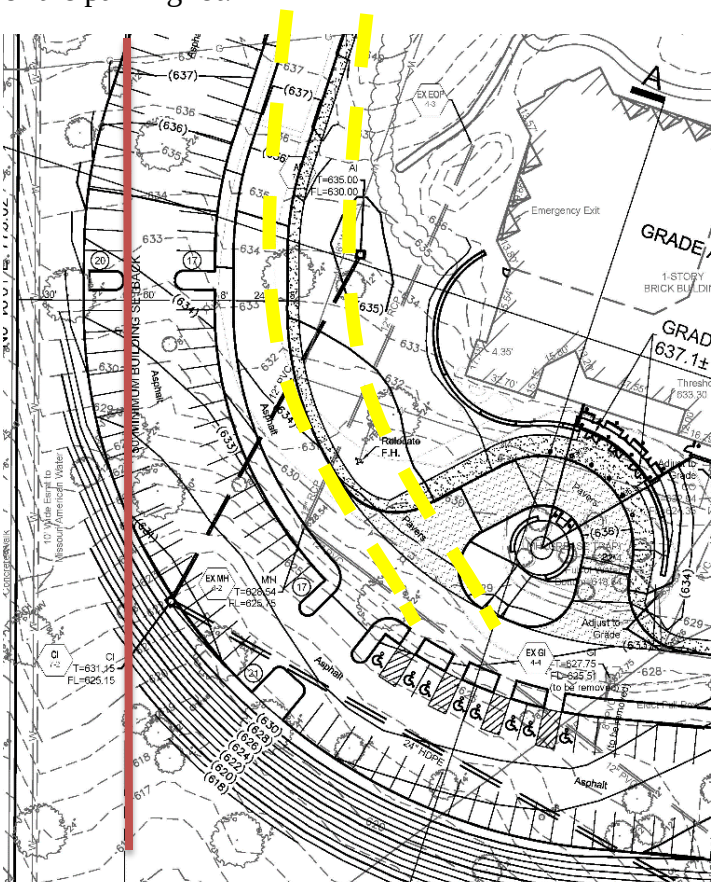


Figure 4: Close up of the Site Development Plan

While all of the work will be at the front of the building away from adjacent properties it is significantly increasing the amount of parking visible from the public right-of-way with the new parking area located 30 feet from the property line from N. New Ballas Road. To maintain as much greenspace as possible, Staff has suggested narrowing the drive aisles to the minimum of 22 feet versus the 24 feet as shown for two way traffic, or 18 feet if it is one-way, and using the curb as a wheel stop, to shorten the parking space by two feet. Straightening out the curve (shown conceptually in yellow at left) to allow for the parking to be further from Ballas Road, and maintaining the 50 foot front building line shown in red to the left, as much as possible as a buffer would further the proposal toward the Comprehensive Plan and Design Guidelines. It should also be noted that the proposed addition

will require the removal of approximately 30 mature trees along the Ladue and Ballas Road frontages, where the Design Guidelines recommend incorporating existing landscape elements into the landscape plans, and mature trees and tree groupings should be considered as part of the design scheme (p. 15). Moving the access drive further in would allow for a few more trees to be maintained and incorporated into the site. The Commission members should discuss this option with the applicant during the meeting. The Applicant will be present with materials and color samples of the new canopy and wall feature at the meeting.

ZONING REVIEW

The use is already established by a conditional use permit, and meets with the minimum district regulations for a religious use for Section 405.460(29) Conditional Uses for religious organizations in a residential district, that requires a minimum of three acres, and site coverage of 50%. Section 405.250(E)(4)(f) of the A Single Family District further requires a buffer yard of 25 feet on all sides that abut the single-family use in the residential district. The minimum required buffer yard shall be increased in five foot increments, up to a maximum of 50 feet, for each acre of the subject property. Therefore a buffer yard of 50 feet along the north and east property lines, is required, and as the property was originally developed in 1978 there are legally pre-existing non-conformities on the property. Section 405.1080 requires site development plan review for a conditional use permit, and any new impermeable surfaces of over 5,000 square feet. The new parking lot addition is 40,799 square feet of new pavement area, thus requiring a new conditional use permit and site development plan.

Landscaping:

Section 405.540 Landscaping of the Zoning Ordinances requires a minimum of a minimum of 10 square feet of interior landscaping for each 350 square feet of parking spaces and driving aisles, and shall be in one or more areas to minimize the size of parking areas, and there shall be at least one shade tree for each landscaped area, and a minimum of two shade trees, within and up to, every 100 linear feet of parking for each parking row. Such trees shall be spaced evenly around the perimeter, and the ends of parking rows abutting a circulation aisle shall be defined by interior landscaped areas whenever feasible. As discussed earlier, the Design Guidelines recommend a landscaped break for every 8 to 10 parking spaces. The proposed parking layout does not comply with the recommendations of the Design Guidelines, where rows of parking stalls exceed 20 spaces in areas. However, sufficient landscaping and number of shade trees have been provided within the interior median of the new proposed area. Subsection (F)(5) of the Landscaping requirements allows for in the instance of a planned development which occupies a site in excess of three acres, which has an overall site coverage of less than 40% and which provides additional landscaping elsewhere on the site in compensation for that which otherwise would be located in required interior landscaped areas in parking lots, the Planning and Zoning Commission may waive the required interior landscaping. If the Commission wishes to see additional landscaped breaks along the front parking, direction should be provided to the Applicant. If the Commission finds that the landscaping provided meets with the intent of the Ordinance and Design Guidelines above and given that the overall site coverage is less than 40% at 37.82%, the Commission may approve the plan as proposed, or discuss including additional landscaping options with the Applicant.

Additionally, there are missing trees within the existing islands, and gaps in the design along the existing south lot that should be continued to create a consistent design should be included. Therefore, Staff has included a recommendation that additional plantings in the existing parking lots be added.

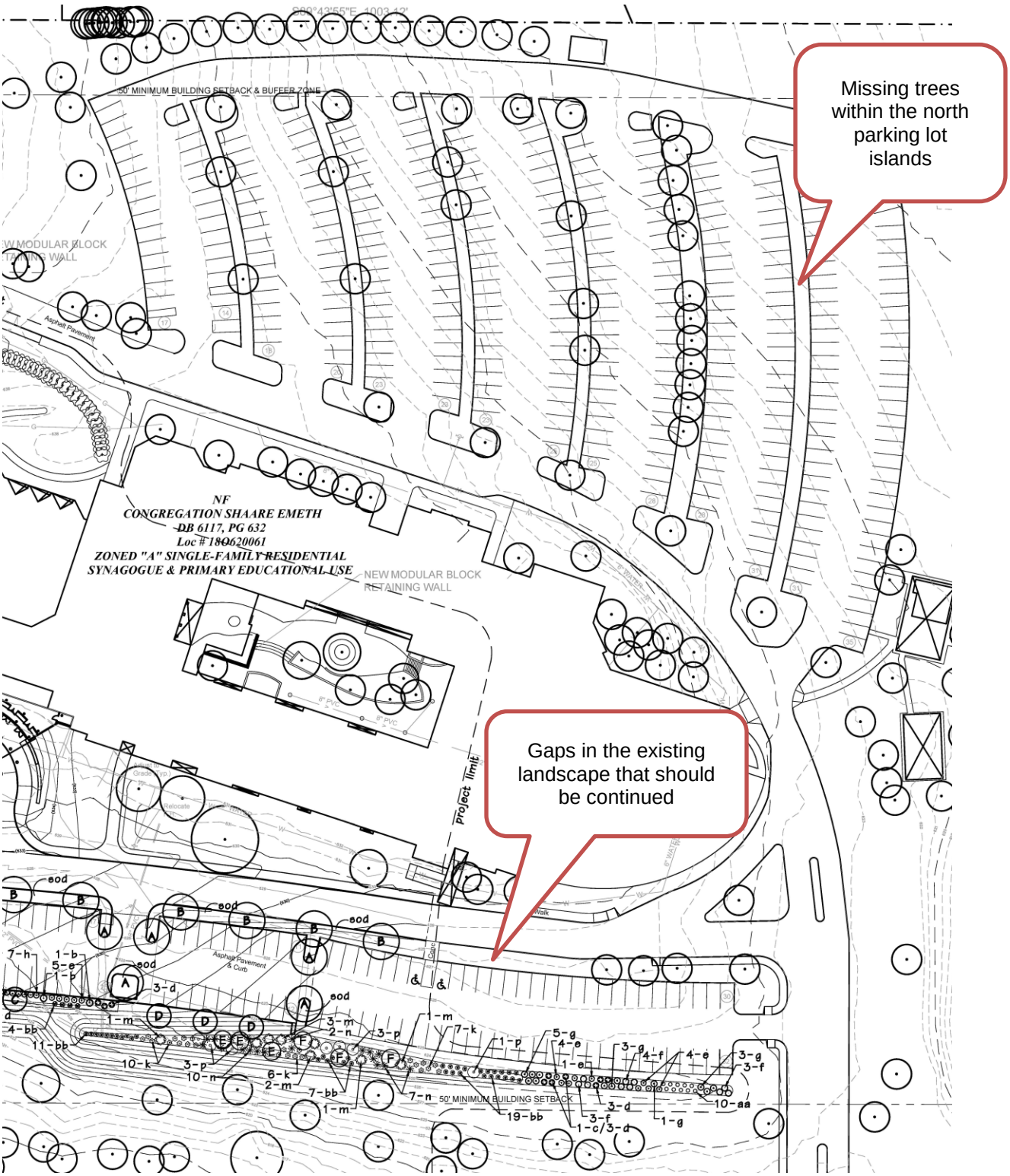


Figure 5: Close-up of the Landscape area of the existing parking lots

Section 405.540(F)(10) requires that all landscaping shall be permanently maintained in good condition with at least the same quality and quantity of landscaping as initially approved. And an underground irrigation system shall be installed, operated and maintained to meet with the intent of this Section. The drawings do not clearly indicate that a system is in place, therefore a

condition of approval includes providing for and irrigation system for the new landscaped areas to meet with the requirements of the ordinance.

Parking:
The congregation is required to provide 266 off-street parking spaces, and the educational services has required parking of 193 spaces, with a total number of parking spaces required of 459, where 543 spaces are proposed.

In addition to the landscape section, Section 405.810(A)(5) of the Off-Street Parking and Loading Regulations requires that all parking adjoining a residential use or public right-of-way, except for those associated with single-family and two-family residences, shall be screened from view by an earth berm, solid wall, decorative fence, evergreen planting of equivalent visual density or other effective means of a minimum of 18 inches, and an average of three feet in height. [Section 405.540(F)(7) also requires that no landscaped hedge shall be less than two feet in height and two feet in spread at time of installation.] The area along Ladue Road includes a significant berm, and the Landscape Plan for the remaining area provides a mix of evergreen, tall grasses, and deciduous plants, that should provide for an equivalent year-round screening of the parking lot with a layering of seasonal blooming materials.

Lighting
The Photometric Plan indicates that all lighting will meet with the requirements of Section 405.680 for developments in residential districts, where all lighting is downcast and shielded, maximum height is 16 feet, and no light is cast upon adjacent property.

Sidewalk
The proposal includes new 6 foot wide pedestrian connections from Ladue Road and N. New Ballas Road to the reoriented entrance in compliance with the Design Guidelines that call for direct access from the street and parking areas to principal structure. However, the site development plan shows the sidewalks directly adjacent to the curb. Further Staff recommends that additional connections from the parking lot to the building should also be provided near the entrance. Therefore a proposed condition of approval requires that the site development plan shall be revised to include a separated sidewalk by a minimum of a three foot greenspace, per requirements, or eight feet if used as a curb stop as required below:

> *Section 405.730 Sidewalks*
> *A. The following standards shall apply to all internal sidewalks in non-residential developments within the City of Creve Coeur:*
> *1. Sidewalks shall be safe, clearly defined and direct:*
> *a. Sidewalks shall be buffered from the street, vehicular traffic and parking areas by a minimum three (3) foot greenspace or landscape area.*
> *b. All non-residential developments requiring site concept plan and/or site development plan approval must provide safe, clearly defined and direct access between buildings and from the principal building's entrance to the public sidewalk.*
> *c. Sidewalks shall be designed to avoid conflicts between vehicular, bicycle and pedestrian traffic. Pedestrian circulation and the placement of sidewalks shall take precedence over vehicular circulation. In order to emphasize conflict points and improve pedestrian safety and visibility, the use of textured or tinted materials for pedestrian crossings shall be utilized where pedestrian circulation paths cross a vehicular route as determined by the Planning and Zoning Commission.*

2. The minimum width of internal sidewalks in non-residential developments shall be at least six (6) feet or eight (8) feet if used as a curb stop.

RECOMMENDATION

Based on the above analysis, the request to amend the conditional use permit meets all of the requirements of the Comprehensive Plan and Zoning Ordinances to the same degree or greater than the current development with a few recommended revisions. The most significant includes maintaining a 50 foot buffer yard along Ladue and N. New Ballas Roads which will require realigning the interior access drive, a separated, or widened sidewalk and additional pedestrian connections from the parking lot to the main building entrance. Staff recommends a repeal of the prior Ordinance and replacement with a new ordinance subject to the conditions below which are included in the draft ordinance:

1. The Conditional Use Permit shall be for the operation of an 87,986 square foot Religious Organization and School on the property addressed as 11645 Ladue Road, for Congregation Shaare Emeth.
2. The applicant is required to submit Grading Plans, showing all exterior improvements, for all new construction to the Division of Planning for review, as required by Section 410.380 of the Subdivision and Land Development Regulations (Subdivision Code). The Grading Plans shall be in substantial conformance with the "Site Development Plans," received August 5, 2016, and the revised Landscape Plan submitted on August 11, 2016 as bound together and submitted in conjunction with Application #16-024 by Clayton Engineering, and as amended below.
3. The Site Development Plan shall be amended to maintain the 50 foot buffer along N. New Ballas Road to as much extent as possible, provide defined pedestrian connections from the parking lot to the building entrance, and provide internal sidewalks that meet with Section 405.730 Sidewalks of the Zoning Ordinance.
4. The Applicant is required to submit a Building Permit application, as required by Article II of the Building Code. Exterior elevations shall be in substantial conformance with the "Architectural Elevations" submitted on August 5, 2016 as bound together and submitted in conjunction with Application #16-024 by Clayton Engineering.
5. The Landscape Plan shall be amended to include appropriate trees within the existing north parking lot and continuing the design along the existing south parking lot, filling in the gaps as necessary.
6. An underground irrigation system shall be installed and maintained to serve all new landscaped areas. Vegetation that is totally or predominantly dead and/or disfigured due to disease or injury shall be replaced as needed and
7. All lighting shall be in conformance with Section 405.680, Lighting, of the Zoning Code, and Section 205.810 of the Parking Ordinance.
8. All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code.
9. Any future enlargement, extension, expansion or exterior 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 exterior alteration may be issued.

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.

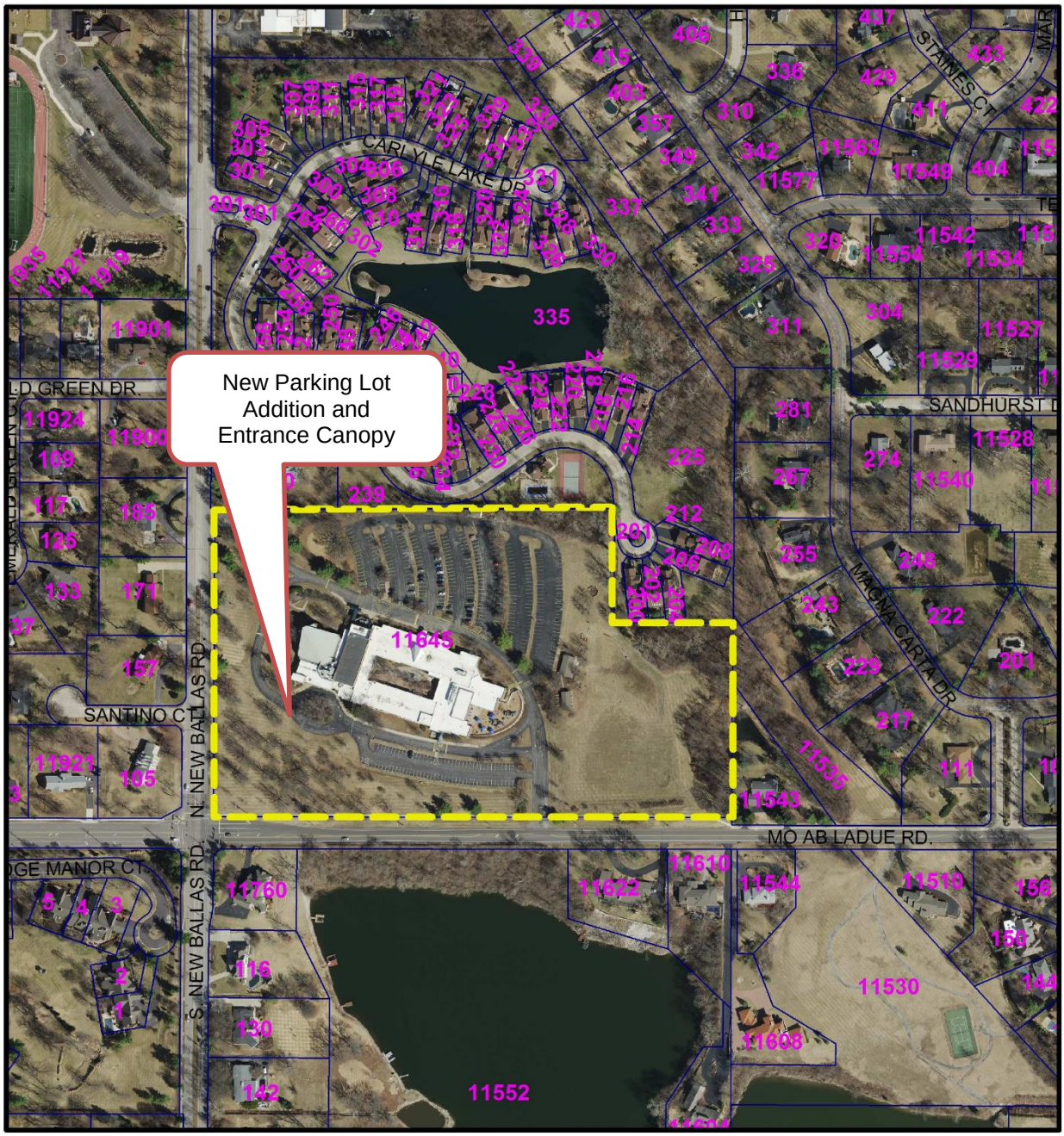
MOTION
The following is an example of an appropriate motion for this application:

> "I move to recommend approval of Application #16-024 for a Conditional Use Permit for Congregation Shaare Emeth located at 11645 Ladue Road subject to the conditions contained in the draft ordinance for the meeting of August 15, 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 PHOTO



APPENDIX 4: SITE PHOTOGRAPHS	Photo Date: 8/11/2016
	Description: View looking northeast from Ladue and N. New Ballas intersection at the entrance.
	Description: View looking west along Ladue Road at the existing parking area and the berm that provides for screening of the lot.

	Description: View looking north from Ladue Road at the existing berm that provides screening of the existing parking lot.
	Description: View looking north from N. New Ballas Road at the area for the proposed parking lot expansion.

	Description: View of the existing entrance facing Ladue and N. New Ballas Roads.

PLANNING AND ZONING COMMISSION PUBLIC HEARING

CITY OF CREVE COEUR, MISSOURI

300 NORTH NEW BALLAS ROAD

MONDAY, AUGUST 15, 2016

6:30 P.M.

PUBLIC HEARING

APPLICATION NO. 16-024

THOSE IN ATTENDANCE:

Mr. Tim Carney, Chair
Ms. Muriel Hall
Mr. Dan Magruder
Ms. Heather Silverman
Mr. Matthew Schuh
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

CHAIRMAN CARNEY: Call the meeting of August 15, 2016 to order.

My name is Tim Carney. I'm sitting in for Beth Kistner, the normal chair, who's not here tonight.

So I'll start out with roll call.

Mr. Magruder?

MR. MAGRUDER: Aye.

CHAIRMAN CARNEY: Ms. Silverman?

MS. SILVERMAN: Aye.

CHAIRMAN CARNEY: Mr. Schuh?

MR. SCHUH: Here.

CHAIRMAN CARNEY: Mr. Lumley, our City Attorney?

MR. LUMLEY: Here.

CHAIRMAN CARNEY: Mr. Jaggi?

MR. JAGGI: Mr. Chair, I do believe we need to call the role for all members, even though --

CHAIRMAN CARNEY: Oh, okay.

MR. JAGGI: -- if they're not here, we can note them as being absent.

CHAIRMAN CARNEY: Okay.

Ms. Kistner, I know is absent.

And Mr. Rovak, I know is absent.

Mrs. Hall is not here, but she may be here still tonight.

MR. JAGGI: Yes.

CHAIRMAN CARNEY: Mr. Jaggi?

MR. JAGGI: Present.

Thank you.

CHAIRMAN CARNEY: Ms. Stutte?

MS. STUTTE: Present.

CHAIRMAN CARNEY: And, Ms. Whitney -- or Whitney --

MS. KELLY: Present.

CHAIRMAN CARNEY: -- Kelly. Thank you.

And so that takes us to New Business.

Our first --

Ms. Hall is here. Hello.

Our first New Business is a public hearing, Application No. 16-024 to amend the conditional use permit and site development plan for a new parking addition and entrance for Congregation Shaare Emeth.

And like to ask anyone who would like to speak on this matter to come forward to be sworn in by the court reporter.

MS. SILVERMAN: Mr. Chair, first I'd like to say that I am a member of the Congregation. I don't believe that that would impact my ability to be impartial.

CHAIRMAN CARNEY: Okay. Thank you.

(The speakers were sworn in.)

CHAIRMAN CARNEY: Okay. Thank you.

DAN TATE: Good evening. My name is Dan Tate with Triarchitects representing Congregation Shaare Emeth tonight.

And we've got with us tonight Rhein Dabler with Clayton Engineering; Renee Silverstein with -- with Shaare Emeth and Greg Yawitz with Shaar Emeth, for answering any questions if you have any.

And what we're going to do first is, basically, go through a little bit of what our request is tonight.

We want to get our amendment to the conditional use permit and site development plan.

And just to give you a little context. Basically, Shaare Emeth is located on the northeast corner of New Ballas Road and Ladue Road.

There's two entries; one on Ladue and one on Ballas Road, and there's an existing sort of site circulation that goes around the existing building.

There's parking on the north side, about 341 cars, and 82 cars on the south side.

There's four primary entries to the building; there's two on the north and two on the south.

How those relate inside the building, this is, basically, the sanctuary and worship area. This is the church -- or the synagogue offices and this is the education wing.

The building's been built over many years. There's been several additions and renovations. It started in 1972. Then there was additions done in 1980, and then additions and renovations in 2003, leaving this area of the building the only remaining 1972 part.

One thing about that building is the circulation. Here's the primary circulation pattern. And what you see are there's -- where these three stars are, there's actually a level change within the building. There's a 4 foot drop from one side of the building to the other, which is part of why we're doing this work here today.

Normally it works pretty well. Temple is mostly on the north side of the step, and the education wing is mostly on the south side of the step. But the southern entry here near the sanctuary is on the lower side, so when you immediately come in, you immediately have to go up 4 feet of stairs.

Along the way we've developed some design objectives with the temple. We want to enhance the worship experience, create needed program spaces, facilitate access by all, improve building image and create a better connection with the community.

So getting back to our site. We've got our four primary entries. And what we want to do with our proposal

is we're going to actually deactivate the -- one of these entries to the north.

This is the kitchen area and sort of a service area of the temple, and so we want to deactivate that entry, and refocus the attention back to this -- this southern entry, which is really related to the sanctuary.

Our proposal consists of two small building additions. The A addition, which is inside the courtyard within the building, is about 1900 square feet; Area B, which is the entry addition, is about 1700 square feet, so we've increased our building area about -- a little over 3500 square feet, which is about a 4.5 percent increase.

We're also planning to add 120 parking spaces here to the west and south of this new entry.

We've got another 20 parking spaces that we're reconfiguring that are part of this original 82, in order to make this work as we go around our drive.

If you focus in on this area, we've got a passenger dropoff and with that, a covered canopy as part of the entry.

The new entry relates to Ballas and Ladue Road. This intersection is really important in Creve Coeur. It's one of the primary gateways to Creve Coeur, and so we wanted to have our building relate better to that.

So one of the things staff asked us to do is

what does this building look like from Ladue Road and what is the condition today.

So this is the existing condition today, so we've got several trees between the intersection and the building. So the building's very hidden.

The new -- the new building would maintain many of the trees that are in the foreground, and then replace the trees along the perimeter as part of our parking addition. We will also be screening the parking, per the ordinance, with landscaping.

We also needed to look at it from Ballas Road. From Ballas Road, you're looking from this vantage point. This is the existing condition. And then this is the proposed condition. What you're seeing here in the foreground is the raised elevation of the -- of the grade and the parking and the screening of that parking.

If you look at the entry more closely, this is the main entry and new expanded lobby. The sanctuary is accessed this way. There is a chapel here.

One of the primary design features is a garden wall, a stone garden wall, that, basically, forms the new entry and creates a protective shield between the chapel and Ballas Road and its activity, and also helps to control that context because what we'd like to do is open up and create a connection with the outside with this

chapel.

Today this is a solid wall, and creating that connection will help open up the space and create a nice connection with nature.

And then that area will be landscaped and garden.

And part of the idea is, one, with this wall, is to control our view out, and also keep distraction from coming into the chapel while maintaining this natural connection.

Looking at this new entry from the -- from the drive, this is the existing condition today. This is kind of what we call sort of a cave entry. You know, you might go in there to see if there's a bear. It's really very uninviting. And one of the things we'd like to do is really have a front door and have that in the public -- public view. And so this is the new entry, proposed entry.

The materials for this entry, the garden wall is comprised of Jerusalem stone, which is a natural stone that's quarried in the Middle East. And we've got the existing brick of the building. We've got a steel and composite aluminum canopy with glass trying to create cover, yet make it very light.

We've got composite aluminum panel above the

storefront in all the other areas of the new construction.

And then right now I just open the floor up to questions.

CHAIRMAN CARNEY: I guess I'll go ahead and start with a couple questions.

I think I read in the staff report that you may have some samples of materials.

Do you guys have that tonight?

DAN TATE: Yeah.

CHAIRMAN CARNEY: Be nice just to look at the colorations and materials you're talking about for that.

Just start with Mr. Schuh down here and pass it down.

Okay. And then the other question was the staff report mentioned some -- something about the driveway, making it maybe not so -- protrude so far towards Ballas.

Have you looked at that at all and had discussions on that?

DAN TATE: Well, we've had many discussions on that, and -- and we're not as enthusiastic about doing that for a couple of reasons.

Let me go back to a site plan.

So what they're talking about is, basically, this area right here. Pulling this very close to the building. And right now along this we have a 30-foot

parking setback, the ordinance is -- is 15, we've made it 30. And then to push it another 20 feet would start to really impact our ability in the future to expand this chapel or add a new chapel, which is one of the considerations here.

And then also here, there's also that same consideration. We really not -- like to not landlock ourselves for that future possibility.

And we also feel like we're creating fairly consistent and positive buffer along that area.

CHAIRMAN CARNEY: Okay.

And then my other -- my final questions were, the staff report had some conditions regarding the landscaping, filling in some of the missing trees and so forth. Did you agree to all those conditions or have you looked at that?

DAN TATE: Well, we -- we think that -- that's one of the locations, and I think we're fine with that.

We're not so sure that this is necessary, but if that was a condition of the Planning and Zoning, we're -- we're happy to comply.

CHAIRMAN CARNEY: Okay. I'll see what the other members, if they have questions or concerns.

MS. SILVERMAN: I had a couple questions.

On the -- in the staff report it looked like

you're looking at 24 feet in terms of parking instead of the -- the 22 that's required. Is there a reason that you want to do that with 24?

DAN TATE: Where -- where they're talking about 24 is actually this loop drive along here.

MS. SILVERMAN: Uh-huh.

DAN TATE: And if that were straight, I might be more inclined to say, yeah, let's go ahead and make it 22.

But because it's on a curve, and really it's -- it's more of a drive and not necessarily a parking aisle. I think I'd like to keep it at 24, if we could.

MS. SILVERMAN: And my last question is for --

DAN TATE: Yeah, and also one of the considerations of that is that they have buses that sort of travel that -- that route.

MS. SILVERMAN: And then the other question I had related to the -- to the trees.

Is there a reason that you're not so excited about replacing the trees that would be in that final parking bay?

DAN TATE: Well, only because we're not really doing any work on that side of the building.

MS. SILVERMAN: Got it.

DAN TATE: And we really just kind of focused our attention here.

MS. SILVERMAN: Okay.

MR. MAGRUDER: You said that you didn't want to move the drive because it might impact something you might plan to do in the future --

DAN TATE: Yeah, it would basically preclude -- you know, there's really two logical places that a chapel might be constructed as part of this building.

And here would be the primary one. This a more secondary one because there's already an exit point here, and this is a little bit pinched. But this would be more of a natural kind of opportunity for that.

MR. MAGRUDER: I would be inclined to think that you could move the drive now, and then when some years later you decide you want to do something with that area, you come back and look at it again.

I don't see this is something that has to conform to something you might do some day in the future.

DAN TATE: Well, there's -- for us there's additional consideration in terms of wanting to maintain some green between our building and the drive as well.

It's -- some of it's esthetic, but mostly it is practical in terms of how we would want to maintain that.

And also moving that in the future would probably be an expense the -- the Congregation would be -- have difficulty doing, if it was, say, in five or ten

years because they just constructed this.

GREG YAWITZ: Hi. My name is Greg Yawitz. I'm the project chair for Shaare Emeth.

One of our other considerations with the drive configuration that we've got is that, to your question about moving it in the future, if we were to do that we would then have to regrade and move all of the parking associated there with it, which, you know, like most non-for-profits, money is always an issue.

Number two, I personally have a concern getting cars that close to the garden wall where we have services, both from sort of a visual distraction purpose and from a safety perspective.

We're probably going to do some re-enforcing within that wall. You can never be too safe, especially when we've got glass adjoining the worship space.

The garden wall is meant to shield, not just the people inside from the distraction, but it's meant to be a security feature as well.

Having that drive lane even closer, I think, does a couple things. One, it brings a concern about that; number two, the relocation of it for us, I don't really believe is practical for us ever in the future; and number three, we do enjoy the green space that sits outside of our sanctuary and our chapel, and on Rosh

Hashanah and Yom Kippur, in particular, we'll put upwards of over a thousand people in that room, and there's a lot of traffic on the lot. And if it's up against the building, it could be heard, it could disturb the services, so we'd really prefer not to do that if at all possible.

And as Dan said, our original configuration was even tighter to Ballas, and at staff's recommendation, we didn't move that (inaudible).

MS. SILVERMAN: How far is that -- I know you said from -- at its closest point, how close is it to Ballas Road?

DAN TATE: Closest point, 30 feet.

VOICE: To the sidewalk?

DAN TATE: To the sidewalk.

VOICE: It's another 14 feet (inaudible).

MS. SILVERMAN: So it's 30 feet to the easement?

VOICE: To the right-of-way.

DAN TATE: Yeah, to the right-of-way --

MS. SILVERMAN: To the right-of-way.

DAN TATE: -- correct.

MS. KELLY: Yeah.

RHEIN DABLER: I'm Rhein Dabler with Clayton Engineering.

I'd like to speak also to the -- to the matter

of those parking spaces.

You're really talking about fourteen parking spaces, fourteen to eighteen parking spaces, that are even partially within that 50 foot distance. Because of the arc of the parking in that area, it -- it -- it -- just a little half-moon kind of a thing. It slivers in and it slivers back out.

MR. MAGRUDER: Uh-huh.

RHEIN DABLER: And the City does not have a specific requirement for that. It's 15 feet, is my understanding; 50 was a request and not a requirement, per se, so that.

And in addition, I'd like to point out that they were trying to maintain the existing roadway there that's -- that's in place and keep that just as it is.

One other thing, if we move it to 50 feet where it's suggested, we're going to lose -- I'm not sure that they're olive trees around the exterior or (inaudible) trees on the outside, we would lose --

VOICE: Hawthorne trees.

RHEIN DABLER: Hawthorne. Sorry. Not my thing.

But we -- we -- we would lose a great deal of those Hawthorne trees around the -- the circle around the amphitheater that's in that area too. They wouldn't -- couldn't exist with the 6 foot wide sidewalk they would

have in that area also.

With regard to one thing that Dan had said, and that was with regard to the 24 foot wide drive aisle, I'm pretty sure that staff was actually thinking more about the -- the drive aisle in the parking area and not the drive aisle at the -- on the perimeter road.

They're not nodding, but they're not saying no either.

MR. JAGGI: Yes. Well -- Jason Jaggi, Director of Community Development.

What we had thought, to address the question, would be there's some dimensional relief that you could -- you could provide that would allow additional pushback of that parking lot closer to the building.

So we're trying to identify opportunities where code didn't require that type of width where you could slide that parking lot a little bit further inward.

RHEIN DABLER: And, basically, that's 2 feet additional --

MR. JAGGI: Uh-huh.

RHEIN DABLER: -- we could take advantage of that, that's not -- that would be doable during the design. We could change the drawing from 24 to 22.

MR. JAGGI: Yeah, I think 2 feet would be an easy change.

RHEIN DABLER: Yeah.

MR. JAGGI: Of course, as you know, staff was concerned.

And our comments would be not that -- not that -- you are correct, there's not a specific zoning ordinance requirement that this parking lot be placed 50 feet from the -- from the property line.

It's a design consideration. It is a request from staff. We do have some concerns esthetically that the parking lot would be very visible from Ballas as a huge change over what's compared now.

We would just like the applicant to consider shifting that parking as much as practicable to the interior of the property, whether it's 50 feet, you know, that would be ideal, but anywhere in between would certainly be an improvement.

But I would also recognize that the landscaped area, the buffering is -- is increased, so they are making a good effort to buffer the spaces from view. But the simple presence of that parking lot being 30 feet from the property line is -- is pretty impactful to the site, as viewed from Ballas.

RHEIN DABLER: I understand your comment.

The other thing to recognize is also is that the parking lot surface itself will sit about 4 feet higher

than the sidewalk elevation. That along with the landscaping that will be another 4 to -- 4 or 5 feet higher than that will provide a screen for that -- that area of parking as well.

And, again, we're talking about eighteen parking spaces at this point in time. It's not as though it's an ocean.

If they were all moved over, the same amount of parking would be in that same area.

MR. SCHUH: Would you mind putting that picture back up of the view from Ballas.

VOICE: Sure. Find the number.

DAN TATE: So there's the existing condition.

MR. SCHUH: Uh-huh.

DAN TATE: And then there's the proposed condition.

RHEIN DABLER: And what I'm saying is you can see how the parking area is significantly higher than the -- than the eye level.

DAN TATE: And part of that is because the prevailing grade, because our entry is actually currently 4 foot lower than we're proposing it, because what we want to do is have, in our lobby, no stairs for anybody to have to use.

And so we're, basically, elevating our exterior

entry 4 feet, and subsequently the grade around it is being lifted along with it, and the parking sort of going with that as well. So we're creating a little bit of a -- sort of a --

RHEIN DABLER: It's a rise.

DAN TATE: -- a rise in the topography there.

RHEIN DABLER: Almost a natural -- creating a natural berm by elevating it that way.

CHAIRMAN CARNEY: Any questions? No questions.

Would -- is staff ready to present?

MR. JAGGI: Yes.

Members of the Commission, Jason Jaggi, Director of Community Development.

We've already talked about some of the concerns we had with the proximity of the parking lot to North Ballas.

We'd like to touch on a few other items for your consideration this evening.

First of all, staff had a couple of additional recommendations that maybe weren't as discussed thoroughly as the other ones were.

First, that being we'd like to see a couple of additional connections leading from the main entrance of the building to the parking lot. We think that's a relatively easy change to incorporate a pedestrian

connection directly to the new entrance from the parking lot near the proximity of that circular entrance feature. That was one condition that we had in the draft ordinance.

The other one involved the suggestion that the sidewalk adjacent to the drive aisle or the -- the roadway through the site should be an increased width, given its proximity to the drive aisle.

So our code says that -- that sidewalks are to be 6 foot in width and contain a 3 foot separation. Okay. It does provide some relief though if they're used as curb stops, then they're supposed to be increased to 8 feet in width.

And that's -- that's there because if you have a vehicle that's parked against the sidewalk, you would have bumpers that would overhang and so forth, and, therefore, that would encroach within that 6 foot clear area, which is what the City's trying to achieve.

This particular application does not involve that situation. It's a -- it's a sidewalk that runs parallel to -- to the roadway. So in this case, they're -- they're requesting that that 8 foot not be required. And I would say staff's position on that is, you know, our code is a little bit silent toward that particular issue. It doesn't address it specifically.

Given the relatively light volume of traffic

through there, it's more an internal drive. It's not necessarily a main thoroughfare or a named street or something like that where we would have maybe a little more concern, you know, staff would be okay if the Commission's okay with keeping that at 6 feet. So I did want to address that comment.

We already touched on some of the landscaping. I think the architect pointed out the areas exactly correct, which is what staff would recommend that some of those areas just be filled back in with landscape being --

And then the third or fourth request involves the request that islands not be provided along the frontage at every 8 to 10 feet, which is a suggestion by the design guidelines. They're showing some other landscaped areas in lieu of that, so that's also a consideration this evening.

So those are the only comments that staff had at this time, and we'd be happy to answer any questions or clarify our -- our comments.

CHAIRMAN CARNEY: One other thing I think I saw in the staff report about the irrigation where the landscape is. Is that currently in place or is that something in addition?

MR. JAGGI: Yeah, that is a -- Mr. Yawitz, do you have a comment on that?

We do have that as a condition that landscaped areas be irrigated, but there is some opportunity to waive that at the request of the Congregation.

GREG YAWITZ: Yeah, we actually have a system in that area that can be added on to, so to address ensuring that the plants live, we'll go ahead and extend the sprinkler system to covers those zones.

CHAIRMAN CARNEY: Okay.

Anybody have anymore questions for the applicant?

MS. SILVERMAN: The ordinance that's in front of us, does that include your recommendation?

MR. JAGGI: Yeah, the ordinance in front of you includes all staff's recommendations.

Depending on the direction you want to go this evening with that 50 foot buffer, that's something that may need to be adjusted, depending on the discussion this evening. That's condition number three in the ordinance.

Otherwise, it does include in that particular condition the defined pedestrian connections from the parking lot to the building entrance that's in place. I'm getting the sense from the applicant that that's not necessarily a concern; that that could be implemented.

And then the internal sidewalks that meet with Section 405.730 of the Zoning Ordinance, that's that 6

foot wide dimension that I was mentioning, so if the Commission's comfortable, we could remove that as well.

CHAIRMAN CARNEY: How does the applicant feel about the sidewalk suggestion, 6 feet, is that something --

RHEIN DABLER: It's acceptable.

CHAIRMAN CARNEY: It's acceptable?

DAN TATE: Yeah, it's acceptable.

MR. MAGRUDER: Let's do this.

Applicant, do you have -- which suggestions do you not agree with?

DAN TATE: The 50 foot setback for the parking.

MR. MAGRUDER: And the rest of them you're okay with?

DAN TATE: I think for the most part. I think maybe we would have a little discussion about the parking lot landscaping in those islands.

MR. JAGGI: Uh-huh.

DAN TATE: We'd prefer to continue to have our trees sort of on the perimeter as opposed to creating islands. That would be our preference.

CHAIRMAN CARNEY: And you're mainly talking about that north parking lot, it sounds like, right --

RHEIN DABLER: No, the west.

DAN TATE: The west.

VOICE: Southwest parking lot.

CHAIRMAN CARNEY: Okay.

RHEIN DABLER: I don't actually see that as a stipulation.

MS. KELLY: Correct.

The ordinance, as drafted, maintains the proposed landscaping, if the Commission's comfortable with that. If they wanted to see additional landscaping within the parking lot aisle and staff was -- staff requested that that be a discussion point and added.

VOICE: Uh-huh.

MS. KELLY: So.

CHAIRMAN CARNEY: So it's not part of the recommendations here?

MR. MAGRUDER: So as I understand it, the only thing that we have an issue with is moving the parking lot --

DAN TATE: Correct.

MR. MAGRUDER: -- am I correct about that?

DAN TATE: That's correct.

MR. MAGRUDER: Okay. Clarifies it easier for me.

Thank you.

CHAIRMAN CARNEY: But they were -- were willing to go to 22 feet from 24 feet to maybe pick up a few feet?

RHEIN DABLER: Just in the parking, not in the main driveway, just in the parking lot.

DAN TATE: So in this zone through here.

CHAIRMAN CARNEY: Which would take -- maybe add a couple feet from Ballas is what we're talking about?

DAN TATE: Uh-huh. Right.

MR. LUMLEY: So is Condition No. 5, that's different than the tree issue?

MR. JAGGI: Yes.

MS. KELLY: Yes, that's in the missing landscaping along the north section.

DAN TATE: Yeah, that's right here.

MS. KELLY: Where the applicant is indicating.

MR. JAGGI: And along the existing parking lot right there.

MS. KELLY: Right in there.

VOICE: There's a couple trees that probably (inaudible) over time.

MS. KELLY: That's to remain.

The other issue for the new landscaping within the parking lot, they -- staff's view is that they've provided sufficient landscaping surrounding it by screening, and the interior could be waived since they are under 40 percent coverage.

CHAIRMAN CARNEY: Okay.

Okay. Well, from my standpoint then it sounds like the applicant's willing to pretty much go with all the recommendations that are before us, and -- and if we pick up the 2 feet, I think that's more than -- more than fair to move it off of Ballas.

But discussion from any other members?

MR. LUMLEY: Is there other testimony from the public?

CHAIRMAN CARNEY: I'm sorry.

I have a couple people want to speak, yeah.

Start out, we have Dan Tate, wanted to speak on this issue?

DAN TATE: That's me.

CHAIRMAN CARNEY: That's you. Okay. You've spoken.

And he already spoke too. Okay.

Let's see here.

And do we have Renee Silverstein? Renee, do you have anything?

RENEE SILVERSTEIN: I don't.

CHAIRMAN CARNEY: Please come forth and speak.

I can't see, it's too dark.

Thanks.

Didn't want to speak on it?

VOICE: Yeah, she'll decline.

CHAIRMAN CARNEY: Okay.

Anybody else in the audience want to speak on this issue before we open it up to the panel?

MR. LUMLEY: Do the exhibits and close the hearing.

CHAIRMAN CARNEY: Okay.

MR. LUMLEY: Offer the following exhibits in the record of this public hearing: Documentation in possession of the City Clerk reflecting the public notice; staff's report and the PowerPoint presentation from the applicant; the City Code of Ordinances and Charter; the City's Comprehensive Plan and the public file regarding the application.

CHAIRMAN CARNEY: Okay. Close the public hearing.

(The public hearing was closed at 7:07 p.m.)

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.

Deborah K. McLaughlin, RPR, MO-CCR, IL-CSR, KS-CCR

Deborah K. McLaughlin, RPR, MO-CCR, IL-CSR, KS-CCR

CHAIRMAN CARNEY: [34]
DAN TATE: [30]
GREG YAWITZ: [2] 13/1 22/3
MR. JAGGI: [14] 2/14 2/17 2/24 3/1 16/8 16/19 16/23 17/1 19/10 21/23 22/12 23/17 25/8 25/13
MR. LUMLEY: [5] 2/12 25/6 26/6 27/3 27/6
MR. MAGRUDER: [9] 2/6 12/1 12/11 15/7 23/8 23/12 24/14 24/18 24/20
MR. SCHUH: [3] 2/10 18/9 18/13
MS. KELLY: [8] 3/7 14/21 24/4 24/11 25/9 25/12 25/15 25/18
MS. SILVERMAN: [12] 2/8 3/19 10/23 11/5 11/11 11/15 11/22 11/25 14/9 14/16 14/19 22/10
MS. STUTTE: [1] 3/4
RENEE SILVERSTEIN: [1] 26/19
RHEIN DABLER: [14] 14/22 15/8 15/20 16/17 16/20 16/25 17/22 18/16 19/4 19/6 23/5 23/23 24/2 24/25
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SITE DEVELOPMENT PLAN
CONGREGATION SHAARE EMETH

A TRACT OF LAND IN
NORTHEAST $\frac{1}{4}$ OF SECTION 10
TOWNSHIP 45 NORTH, RANGE 5 EAST
CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI

SCALE IN FEET
SCALE 1"=40'
Note: Caution should be taken in comparing the written scale to the graphic scale to ascertain if this plan has been enlarged or reduced.

ABBREVIATIONS

AI	Area Inlet
Asph	Asphalt
BW	Bottom of Wall
B/B	Back to Back
CB	Catch Basin
Chrd	Chord Bearing
CI	Curb Inlet
CL or ℄	Centerline
CMP	Corrugated Metal Pipe
Conc	Concrete
DB	Deed Book
DCB	Double Catch Basin
DCI	Double Curb Inlet
DIP	Ductile Iron Pipe
DS	Downspout
FES	Flared End Section
FF	Finished Floor
FL or ℄	Flow Line
F/F	Face to Face
GI	Grated Inlet
L	Length of Curve
MH	Manhole
N/F	Now or Formerly
OHE or OHW	Overhead Electric or Wires
OIP	Old Iron Pipe
PG	Page
PB	Plat Book
PL or ℄	Property Line
PVC	Polyvinyl Chloride Pipe
Pvmt	Pavement
R	Radius
RCP	Reinforced Concrete Pipe
R/W	Right of Way
Trans	Transformer
TW	Top of Wall
Typ	Typical
UGE	Underground Electric
UGFO	Underground Fiber Optic
UGT	Underground Telephone
VCP	Vitrified Clay Pipe
32L3017S	MSD Sewer Identification #

SYMBOLS

Clean Out
Catch Basin/Curb Inlet/Area Inlet
Double Catch Basin/Curb Inlet
Faucet
Fire Hydrant
Flared End Section
Grated Inlet
Light Standard
Manhole
Sign
Utility Pole
Valve or Meter

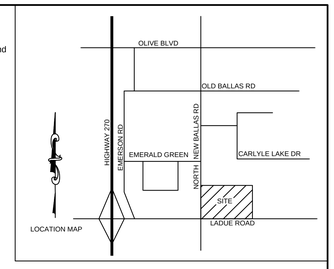
GENERAL NOTES:

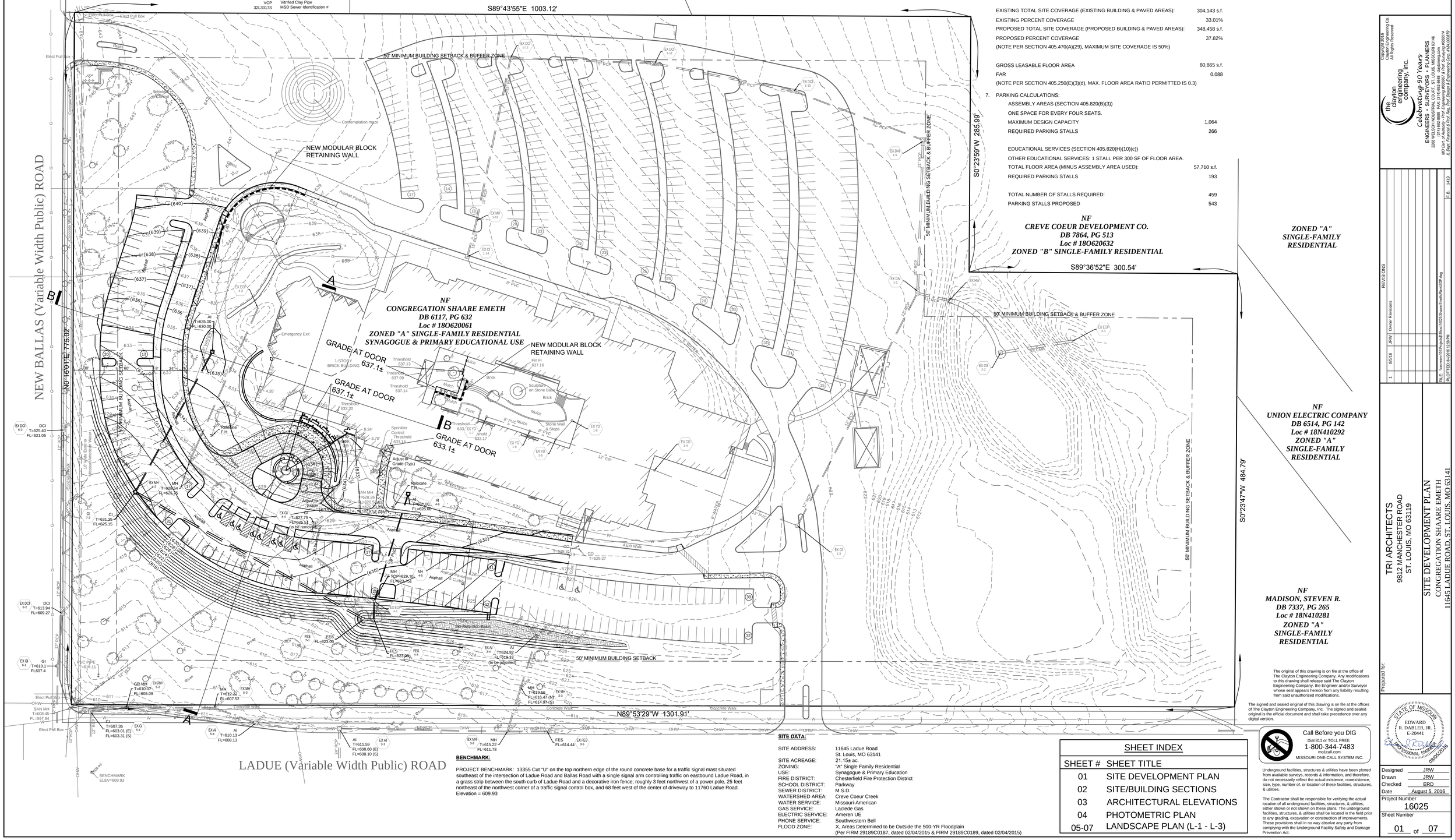
1. Grading & storm water per MSD and City of Creve Coeur specifications.
2. No slope shall exceed a 3:1 slope, excluding landscaping berms.
3. Existing utilities have been plotted from available records, therefore their locations should be considered approximate and are subject to actual field verification.
4. Stormwater shall be discharged at an adequate natural discharge point.
5. Proposed improvements subject to change during final plan engineering and agency review.
   PRELIMINARY STORM CALCULATIONS:
   Proposed New Impervious Area (Pavement & Roof) 1.86 ac
   Existing Impervious Area to be Demolished 0.84 ac
   Net Increase in Impervious Area 1.02 ac
   (1.02 ac)(4.16 - 2 cfs/ac pi)(60 s/min)(30 min) = 3,966 cf storage required
   Adjust existing structure in proposed bio-retention basin to detain increased runoff
6. SITE AREA CALCULATIONS:

TOTAL SITE AREA:	921,294 s.f.
BUILDING AREA:	
EXISTING BUILDING	80,439 s.f.
PROPOSED ADDITION	3,516 s.f.
EXISTING ACCESSORY STRUCTURES (INCLUDING PAVILION & RESTROOMS)	4,031 s.f.
PROPOSED TOTAL BUILDING AREA	87,986 s.f.
PAVED AREA:	
EXISTING TOTAL PAVED AREA	219,673 s.f.
NET PROPOSED PAVED AREA ADDITION (NEW PAVEMENT (77,577 s.f.) - PAVEMENT TO BE DEMOLISHED (36,778 s.f.))	40,799 s.f.
PROPOSED TOTAL PAVED AREA	260,472 s.f.
EXISTING TOTAL SITE COVERAGE (EXISTING BUILDING & PAVED AREAS):	304,143 s.f.
EXISTING PERCENT COVERAGE	33.01%
PROPOSED TOTAL SITE COVERAGE (PROPOSED BUILDING & PAVED AREAS):	348,458 s.f.
PROPOSED PERCENT COVERAGE	37.82%
(NOTE PER SECTION 405.470(A)(29), MAXIMUM SITE COVERAGE IS 50%)	
GROSS LEASABLE FLOOR AREA	80,865 s.f.
FAR	0.088
(NOTE PER SECTION 405.250(E)(3)(d), MAX. FLOOR AREA RATIO PERMITTED IS 0.3)	

7. PARKING CALCULATIONS:

ASSEMBLY AREAS (SECTION 405.820(B)(3))	
ONE SPACE FOR EVERY FOUR SEATS.	
MAXIMUM DESIGN CAPACITY	1,064
REQUIRED PARKING STALLS	266
EDUCATIONAL SERVICES (SECTION 405.820(H)(10)(c))	
OTHER EDUCATIONAL SERVICES: 1 STALL PER 300 SF OF FLOOR AREA.	
TOTAL FLOOR AREA (MINUS ASSEMBLY AREA USED):	57,710 s.f.
REQUIRED PARKING STALLS	193
TOTAL NUMBER OF STALLS REQUIRED:	459
PARKING STALLS PROPOSED	543




NF
FEINSTEIN, ROBERT & ELLEN H/W
DB 13730, PG 765
Loc # 18O620050
ZONED "B" SINGLE-FAMILY RESIDENTIAL
NF
CREVE COEUR DEVELOPMENT CO.
DB 7864, PG 513
Loc # 18O620225
ZONED "B" SINGLE-FAMILY RESIDENTIAL
NF
CREVE COEUR DEVELOPMENT CO.
DB 7864, PG 513
Loc # 18O620632
ZONED "B" SINGLE-FAMILY RESIDENTIAL
S89°43'55"E 1003.12'
50' MINIMUM BUILDING SETBACK & BUFFER ZONE
NEW MODULAR BLOCK RETAINING WALL
NEW BALLAS (Variable Width Public) ROAD
N0°16'01"E 775.02'
50' MINIMUM BUILDING SETBACK
NF
CONGREGATION SHAARE EMETH
DB 6117, PG 632
Loc # 18O620061
ZONED "A" SINGLE-FAMILY RESIDENTIAL
SYNAGOGUE & PRIMARY EDUCATIONAL USE
GRADE AT DOOR 637.1±
GRADE AT DOOR 637.1±
GRADE AT DOOR 633.1±
LADUE (Variable Width Public) ROAD
BENCHMARK ELEV=609.93
S0°23'59"W 285.99'
50' MINIMUM BUILDING SETBACK & BUFFER ZONE
NF
CREVE COEUR DEVELOPMENT CO.
DB 7864, PG 513
Loc # 18O620632
ZONED "B" SINGLE-FAMILY RESIDENTIAL
S89°36'52"E 300.54'
50' MINIMUM BUILDING SETBACK & BUFFER ZONE
ZONED "A" SINGLE-FAMILY RESIDENTIAL
S0°23'47"W 484.79'
50' MINIMUM BUILDING SETBACK & BUFFER ZONE
NF
UNION ELECTRIC COMPANY
DB 6514, PG 142
Loc # 18N410292
ZONED "A" SINGLE-FAMILY RESIDENTIAL
NF
MADISON, STEVEN R.
DB 7337, PG 265
Loc # 18N410281
ZONED "A" SINGLE-FAMILY RESIDENTIAL
50' MINIMUM BUILDING SETBACK
N89°53'29"W 1301.91'
Contemplation maze
Asphalt Pavement
Concrete Walk
Retaining Wall
Sculpture on Stone Base
Stone Wall & Steps
Emergency Exit
Relocate F.H.
Adjust to Grade (Typ.)
Sprinkler Control
Fin Fl 637.16
Threshold 637.13
Threshold 637.09
Threshold 637.14
Threshold 633.30
Threshold 633.17
Shield 633.14
Mulch
Brick
Curb
6" Pvc
Asph Walk
Rip Rap
Rip Rap Retention Basin
Asphalt Pavement & Curb
Elect Pull Box
OHW
SAN MH T=608.45 FL=597.94 W
GR MH T=610.07 FL=605.09
DI
CI T=607.36 FL=603.01 (E) FL=603.31 (S)
AI T=610.13 FL=608.13
AI T=611.59 FL=608.60 (E) FL=608.10 (S)
MH T=615.22 FL=611.78
MH T=616.47 (N) FL=614.97 (S)
FES FL=614.44
FES FL=623.06
AI T=624.92 FL=619.33 (to be removed)
AI T=631.00 FL=626.00
SAN MH T=628.26 FL=620.66 E
CO T=629.27
MH T=629.31 FL=622.75 S
MH T=629.10 FL=622.75S
EX DCI T=625.40 FL=621.05
EX GI T=627.75 FL=625.31 to be removed
EX MH T=625.40 FL=620.14
EX CI T=631.35 FL=625.15
EX DCI T=613.94 FL=609.27
EX GI T=610.1 FL607.4
EX MH T=619.44
EX DI
EX CO
EX YD
EX FES
EX EOP
EX SIGN
EX DCI 1-10
EX DCI 1-11
EX DCI 1-12
EX MH 1-15
EX CI 1-14
EX DAI 1-9
EX DAI 1-2
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EX EOP 2-1
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EX GI 3-2
EX MH 3-3
EX FES 3-6
EX AI 3-4
EX AI 3-1
EX AI 5-4
EX MH 5-3
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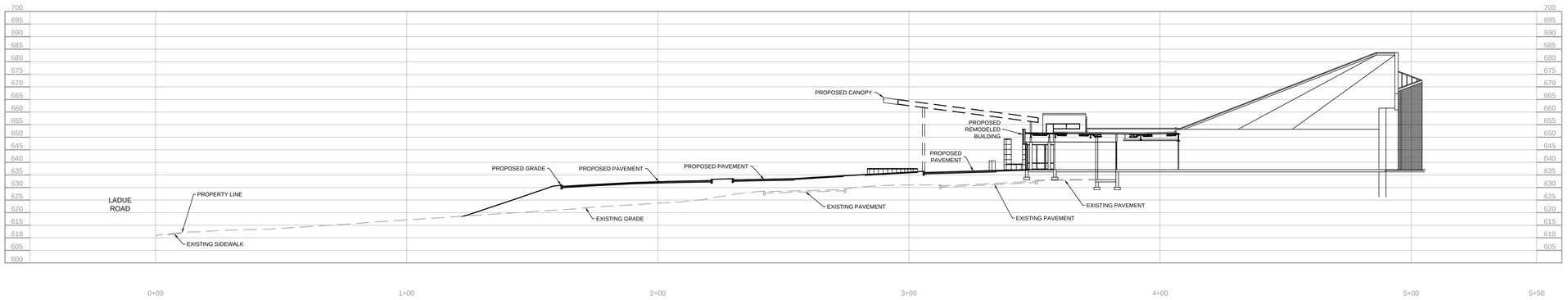
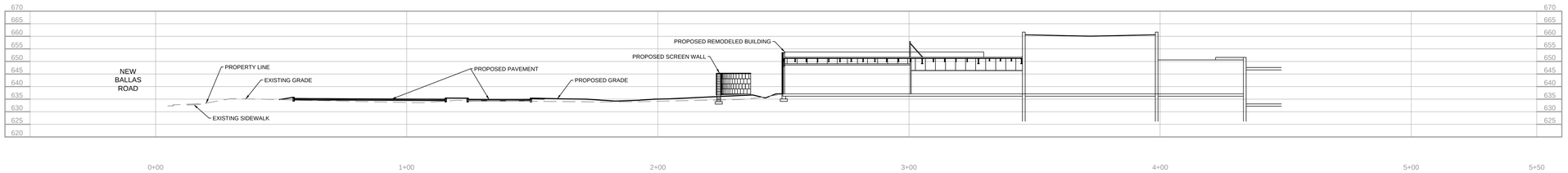


SITE/BUILDING SECTION A

HORIZ. & VERT. SCALE: 1" = 20'



SITE/BUILDING SECTION B

HORIZ. & VERT. SCALE: 1" = 20'

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IL Dept. Financial & Prof. Reg., Prof. Design & Engineering Corp. #184.000979

REVISIONS			
1	8/5/16	JRW	Owner Revisions
FILE	\\ecnvwv-01\Projects\Work\2025 Shaare Emeth\Plans\ZEP.dwg		F.B. 1419
PLOTTED	8/4/2016 12:48 PM		

Prepared for:

TRI ARCHITECTS
9812 MANCHESTER ROAD
ST. LOUIS, MO 63119

SITE/BUILDING SECTIONS
CONGREGATION SHAARE EMETH
11645 LADUE ROAD, ST. LOUIS, MO 63141

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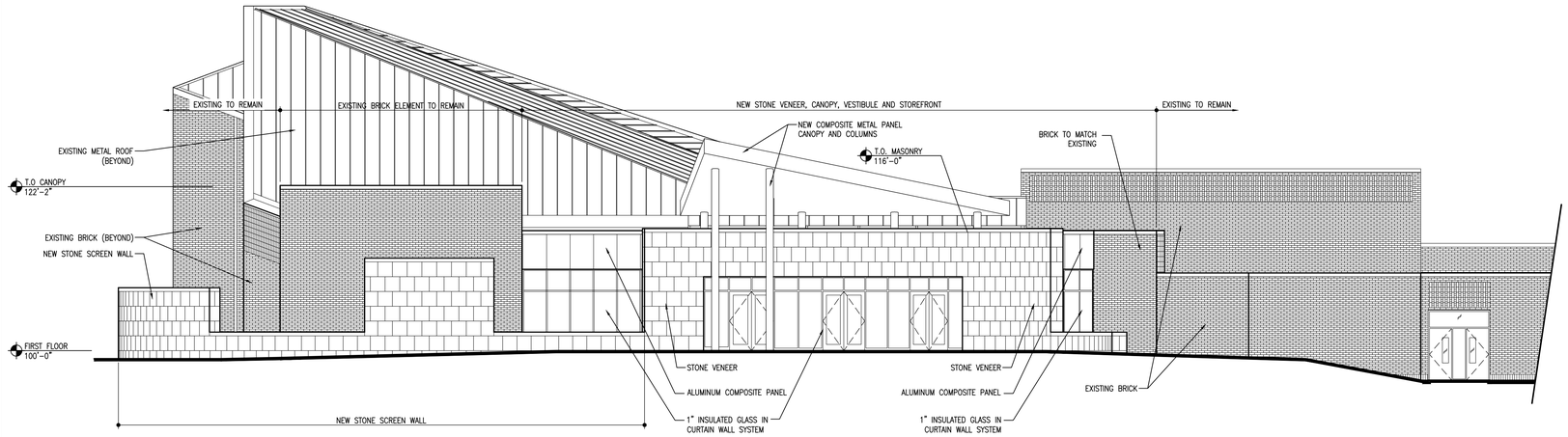
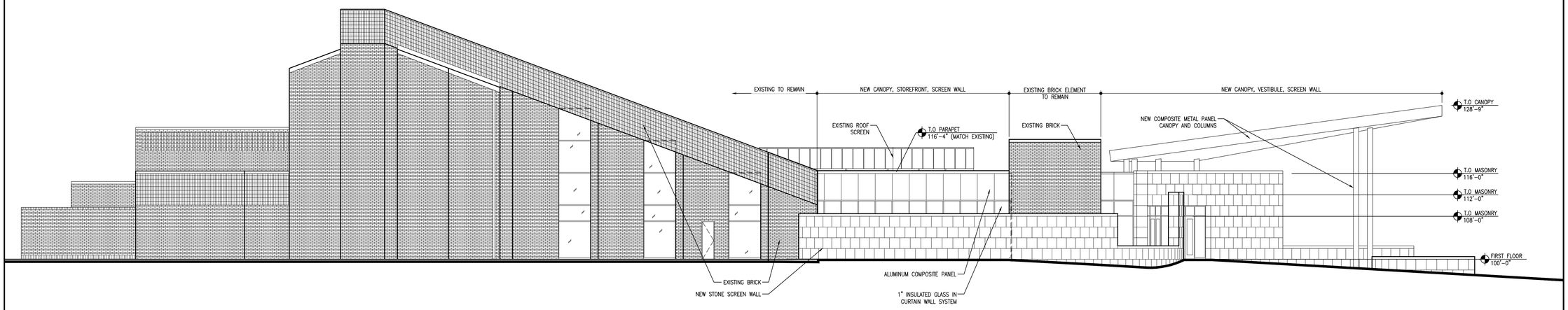
The Contractor shall be responsible for verifying the actual location of all underground facilities, structures, & utilities, either shown or not shown on these plans. The underground facilities, structures, & utilities shall be located in the field prior to any grading, excavation or construction of improvements. These provisions shall in no way absolve any party from complying with the Underground Facility Safety and Damage Prevention Act.

STATE OF MISSOURI
EDWARD R. DABLER, JR.
E-20441
PROFESSIONAL ENGINEER
08/05/2016

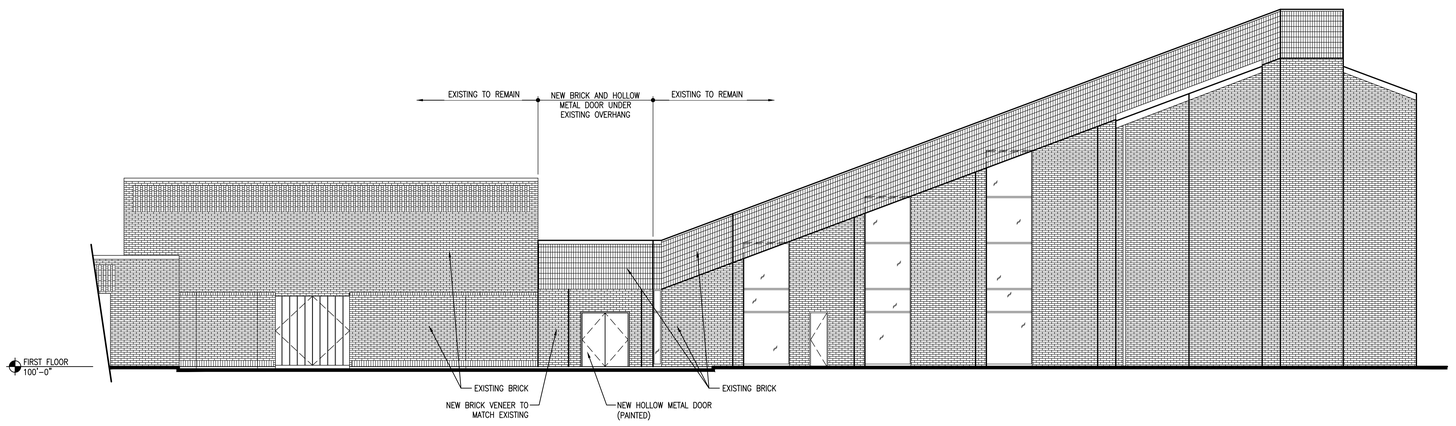
Designed	JRW
Drawn	JRW
Checked	ERD
Date	August 5, 2016
Project Number	16025
Sheet Number	02 of 07



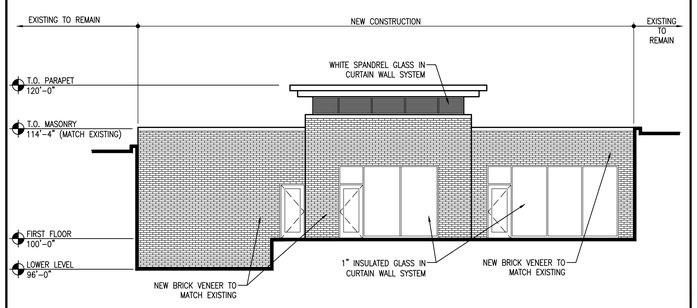
1 PARTIAL SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



2 WEST ELEVATION
SCALE: 1/8" = 1'-0"



4 PARTIAL NORTH ELEVATION
SCALE: 1/8" = 1'-0"



20 NEW COURTYARD ELEVATION
SCALE: 1/8" = 1'-0"

I HEREBY SPECIFY, PURSUANT TO 32.070.2.C, THAT THIS DRAWING SHEET IS AUTHENTICATED BY MY SEAL.

ARCHITECT
CIVIL ENGINEER
LANDSCAPE ARCHITECT

TRJ ARCHITECTS
THE CLAYTON ENGINEERING COMPANY
LOOMIS ASSOCIATES

SITE DEVELOPMENT PLAN

CONGREGATION SHAARE EMETH

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REVISIONS

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DWG. BY AR

PROJECT NO. 11-081.3

SHEET NO.

3 of 7

ARCHITECTURAL ELEVATIONS

SCALE: 1"=40'

DESIGN IS BASED ON CURRENT INFORMATION PROVIDED AT THE TIME OF REQUEST. ANY CHANGES IN MOUNTING HEIGHT OR LOCATION, LAMP WATTAGE, LAMP TYPE, AND EXISTING FIELD CONDITIONS, THAT EFFECT ANY OF THE PREVIOUSLY MENTIONED, WILL VOID CURRENT LAYOUT AND REQUIRE A CHANGE REQUEST AND RECALCULATION.

FIXTURES MOUNTED AT 16' INCLUDING BASE
LIGHT LEVEL CALCULATED ON THE GROUND

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
SITE	Illuminance	Fc	1.67	3.8	0.5	3.34	7.60
SPILL LIGHT	Illuminance	Fc	0.02	0.8	0.0	N.A.	N.A.

Luminaire Schedule							
Symbol	Qty	Label	Arrangement	Lum. Watts	Total Watts	LLF	Description
	7	F1	SINGLE	157	1099	0.912	GLEON-AE-03-LED-E1-5WQ
	8	F2	SINGLE	56	448	0.912	GLEON-AE-01-LED-E1-SL3-HSS

NF
FEINSTEIN, ROBERT & ELLEN H/W
DB 13730, PG 765
Loc # 18O620050
ZONED "B" SINGLE-FAMILY RESIDENTIAL

NF
CREVE COEUR DEVELOPMENT CO.
DB 7864, PG 513
Loc # 18O620225
ZONED "B" SINGLE-FAMILY RESIDENTIAL

NF
CREVE COEUR DEVELOPMENT CO.
DB 7864, PG 513
Loc # 18O620632
ZONED "B" SINGLE-FAMILY RESIDENTIAL

S89°43'55"E 1003.12'

50' MINIMUM BUILDING SETBACK & BUFFER ZONE

S0°23'59"W 285.99'

50' MINIMUM BUILDING SETBACK & BUFFER ZONE

NF
CREVE COEUR DEVELOPMENT CO.
DB 7864, PG 513
Loc # 18O620632
ZONED "B" SINGLE-FAMILY RESIDENTIAL

S89°36'52"E 300.54'

50' MINIMUM BUILDING SETBACK & BUFFER ZONE

NEW BALLAS (Variable Width Public) ROAD

N0°16'01"E 776.02'

50' MINIMUM BUILDING SETBACK

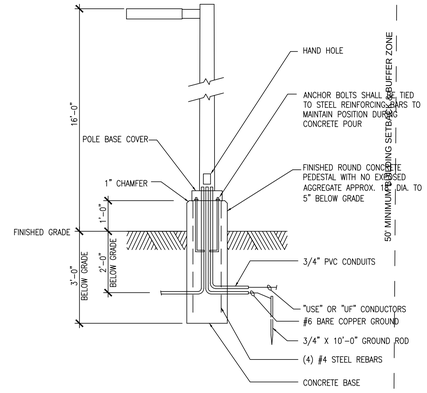
NF
CONGREGATION SHAARE EMETH
DB 6117, PG 632
Loc # 18O620061
ZONED "A" SINGLE-FAMILY RESIDENTIAL
SYNAGOGUE & PRIMARY EDUCATIONAL USE

Grass
Asphalt Pavement
Concrete Walk
Brick
Mulch
Conc

50' MINIMUM BUILDING SETBACK

N89°53'29"W 1301.91'

LADUE (Variable Width Public) ROAD



LIGHTING POLE
SCALE: NTS

I HEREBY SPECIFY, PURSUANT TO 20 CSR 2030-2.060, THAT THIS DRAWING SHEET IS AUTHENTICATED BY MY SEAL.

ARCHITECT
CIVIL ENGINEER
LANDSCAPE ARCHITECT

TRJ. ARCHITECTS
THE CLAYTON ENGINEERING COMPANY
LOOMIS ASSOCIATES

SITE DEVELOPMENT PLAN
CONGREGATION SHAARE EMETH

11645 LADUE ROAD
ST. LOUIS, MO 63141

TRJ. ARCHITECTS
8812 Manchester Road
St. Louis, Missouri 63119
T: 314-385-9700
F: 314-385-9751
www.trjarchitects.com

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DATE: 07-15-16

REVISIONS

OWNER REVISION	08-05-16
.	.
.	.
.	.
.	.
.	.

DWG. BY RM

PROJECT NO. 11-081.3

SHEET NO.

4 of 7

PHOTOMETRIC PLAN

KEY

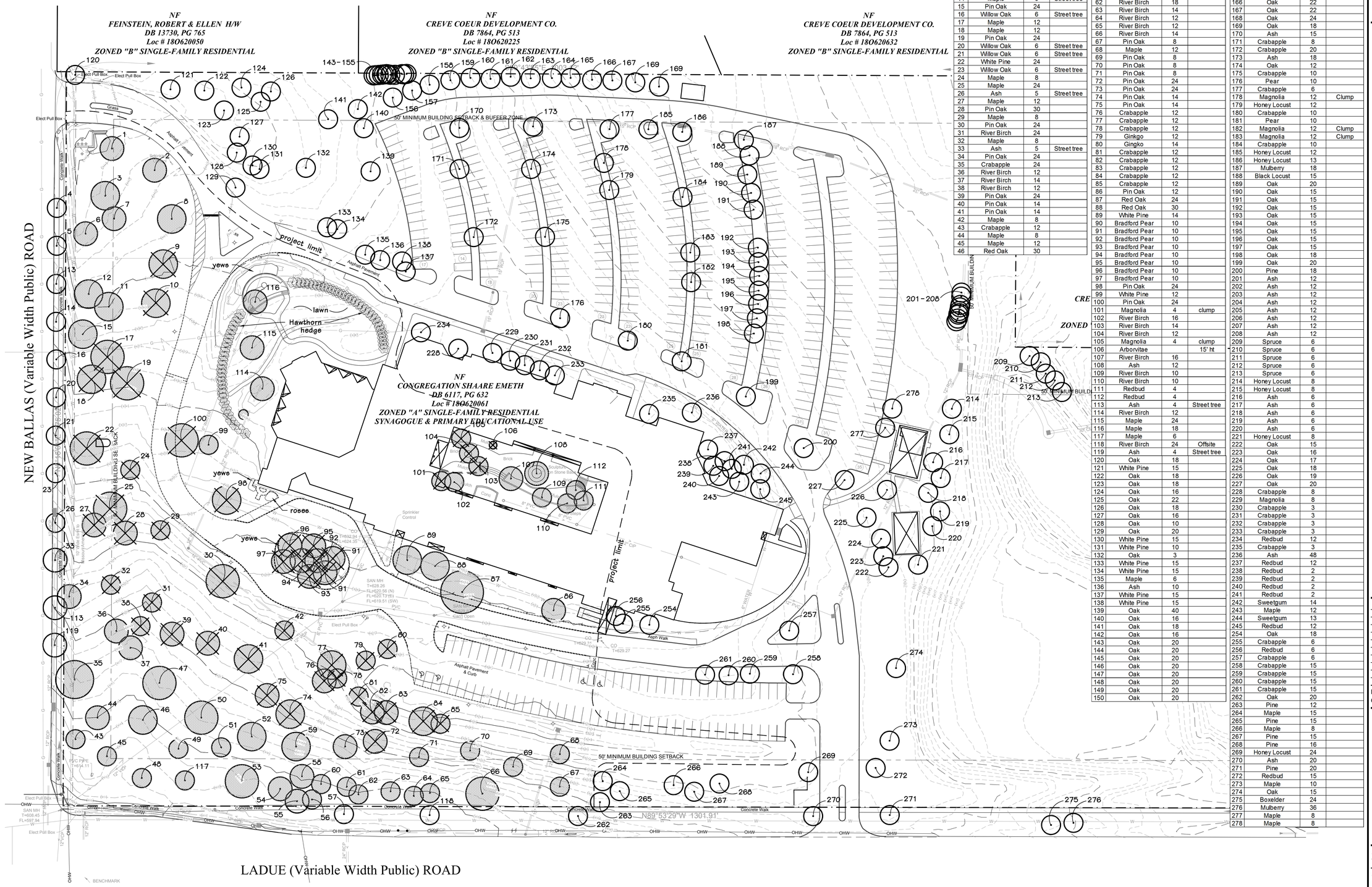
Existing Tree

Existing Tree To Be Removed

Existing Canopy within project area

Project Area Calculations

Existing canopy:	54,380 sq. ft. or	1.25 Ac.
Canopy to be removed:	23,180 sq. ft. or	0.53 Ac.
Canopy to remain:	31,200 sq. ft. or	0.72 Ac.


NF
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Loc # 18O620632
ZONED "B" SINGLE-FAMILY RESIDENTIAL
NF
CONGREGATION SHAARE EMETH
DB 6117, PG 632
Loc # 18O620061
ZONED "A" SINGLE-FAMILY RESIDENTIAL
SYNAGOGUE & PRIMARY EDUCATIONAL USE
50' MINIMUM BUILDING SETBACK & BUFFER ZONE
50' MINIMUM BUILDING SETBACK
project limit
Project Limit
Asphalt Pavement
Asphalt Pavement & Curb
Concrete Walk
Ash Walk
Grass
lawn
Hawthorn hedge
yews
roses
Elect Pull Box
Sprinkler Control
Brick Mailbox
Stone Entry Sign
Stone Entry Wall
Flagpole
Bench
Trash Can
Bike Rack
Light Pole
Fire Hydrant
Gas Valve
Gas Meter
Water Meter
Water Valve
Sanitary Cleanout
Storm Manhole
Sanitary Manhole
Storm Inlet
Curb Inlet
Area Inlet
Catch Basin
Electric Manhole
Electric Transformer
Telephone Manhole
Telephone Pedestal
Cable TV Pedestal
Cable TV Box
Fiber Optic Manhole
Fiber Optic Box
Gas Manhole
Gas Pedestal
Gas Box
Monitoring Well
Soil Boring
Test Pit
Guy Wire
Utility Pole
Overhead Wires
Underground Electric
Underground Telephone
Underground Cable TV
Underground Fiber Optic
Underground Gas
Underground Water
Underground Storm
Underground Sanitary
Underground Unknown
Existing Contour
Existing Spot Elevation
Existing Building
Existing Retaining Wall
Existing Fence
Existing Curb
Existing Edge of Pavement
Existing Edge of Gravel
Existing Edge of Concrete
Existing Edge of Brick
Existing Edge of Stone
Existing Edge of Wood
Existing Edge of Water
Existing Edge of Woods
Existing Edge of Tree Canopy
Existing Edge of Shrubs
Existing Edge of Grass
Existing Edge of Mulch
Existing Edge of Rock
Existing Edge of Sand
Existing Edge of Soil
Existing Edge of Unknown
Existing Edge of Other
Existing Edge of None

KEY

Existing Tree to remain

Landscape Calculations:

1) A minimum of 10 sq.ft. of interior landscape provided within the parking lot per 350 sq.ft. of paved area within parking lot

Net proposed paved area = 40,799 sq.ft.
40,799/350 = 117
117x10 = 1,170 sq.ft. interior landscape required
6,877 sq.ft. provided

2) All interior landscaped areas provided shall be raised and curbed, and have a minimum area of 50 sq.ft. and a minimum width of 3 feet measured from back of curb. Shall include at least one deciduous canopy tree from approved street tree list.

3) There shall be a minimum of 2 deciduous canopy trees per 100 linear feet of parking for each parking row, spaced evenly around the perimeter.

140 spaces x 9 = 693 L.F.
(1260/100)(2) = 25 canopy trees

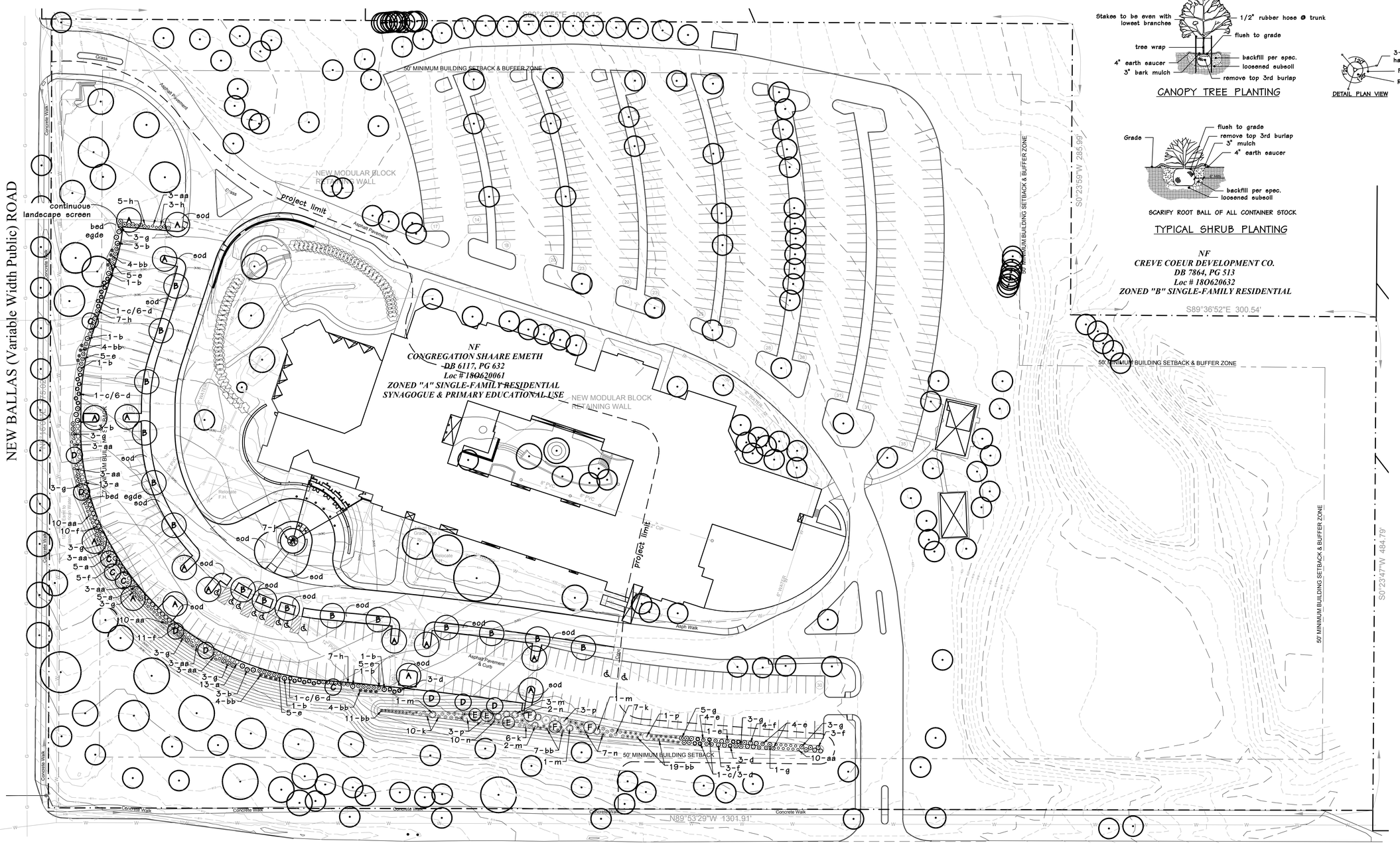
= 25 total canopy trees required
31 total canopy trees provided

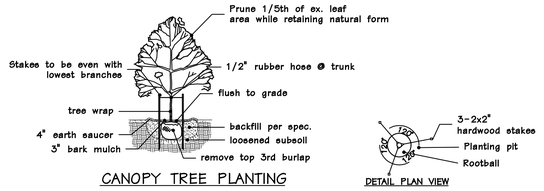
PLANTING SCHEDULE

SYMBOL	QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
CANOPY TREES					
A	16	Gleditsia triacanthos var inermis 'Skycole'	Skyline Honeylocust	3"cal	B&B
B	15	Zelkova serrata 'Green Vase'	Green Vase Japanese Zelkova	3"cal	B&B
UNDERSTORY TREES					
C	5	Magnolia virginiana 'Moonglow'	Moonglow Sweetbay Magnolia	1.5"cal	B&B, multistem
D	7	Syringa reticulata 'Ivory Silk'	Ivory Silk Japanese Tree Lilac	1.5"cal	B&B
EVERGREEN SHRUBS					
a	36	Ilex glabra 'Chamzin'	Nordic Inkberry	24-36"	
b	15	Juniperus scopulorum 'Witchita Blue'	Witchita Blue Juniper	4-5'	
DECIDUOUS SHRUBS					
c	3	Ilex verticillata 'Jim Dandy'	Jim Dandy Winterberry	24-36"	
d	21	Ilex verticillata 'Nana'	Red Sprite Winterberry	24-36"	
e	20	Physocarpus opulifolius 'Seward'	Summer Wine Ninebark	24-36"	
f	26	Rosa x 'Radrazz'	Red Knockout Rose	24-36"	
g	21	Viburnum dentatum 'Christom'	Blue Muffin Viburnum	24-36"	
h	22	Weigela florida 'Alexandra'	Fine Wine Weigela	24-36"	
j	7	Rosa x 'NOA97400A'	Amber Carpet Rose	3 gal	
GRASSES					
aa	41	Calamagrostis x acutifolia 'Overdam'	Overdam Feather Reed Grass	3 gal	
bb	16	Panicum virgatum 'Shenandoah'	Shenandoah Switchgrass	3 gal	

BIORETENTION PLANTING SCHEDULE

SYMBOL	QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
UNDERSTORY TREES					
E	3	Amelanchier arborea	Serviceberry	1.5"cal	B&B
F	3	Aesculus pavia	Red Buckeye	1.5"cal	B&B
DECIDUOUS SHRUBS					
c	1	Ilex verticillata 'Jim Dandy'	Jim Dandy Winterberry	24-36"	
d	6	Ilex verticillata 'Nana'	Red Sprite Winterberry	24-36"	
e	9	Physocarpus opulifolius 'Seward'	Summer Wine Ninebark	24-36"	
f	10	Rosa x 'Radrazz'	Red Knockout Rose	24-36"	
g	12	Viburnum dentatum 'Christom'	Blue Muffin Viburnum	24-36"	
k	23	Aronia arbutifolia 'Brilliantiesima'	Brilliantiesima Chokeberry	24-36"	
m	8	Cephalanthus occidentalis	Buttonbush	24-36"	
n	19	Clethra anifolia 'Ruby Spice'	Ruby Spice Summersweet	24-36"	
p	7	Hamamelis virginiana	Eastern Witch Hazel	4-5'	
GRASSES					
aa	10	Calamagrostis x acutifolia 'Overdam'	Overdam Feather Reed Grass	3 gal	
bb	37	Panicum virgatum 'Shenandoah'	Shenandoah Switchgrass	3 gal	





CANOPY TREE PLANTING

TYPICAL SHRUB PLANTING

LANDSCAPE PLAN
SCALE 1"=40'

0 40 80 120

Jerald Saunders - Landscape Architect
MO License # LA-007

Consultants:

Shaare Emeth Congregation
11645 Ladue Road

St. Louis, Missouri 63141

Revisions:

Date	Description	No.
8/5/16	City Comments	1
8/11/16	City Comments	2

Drawn: BB
Checked: JS

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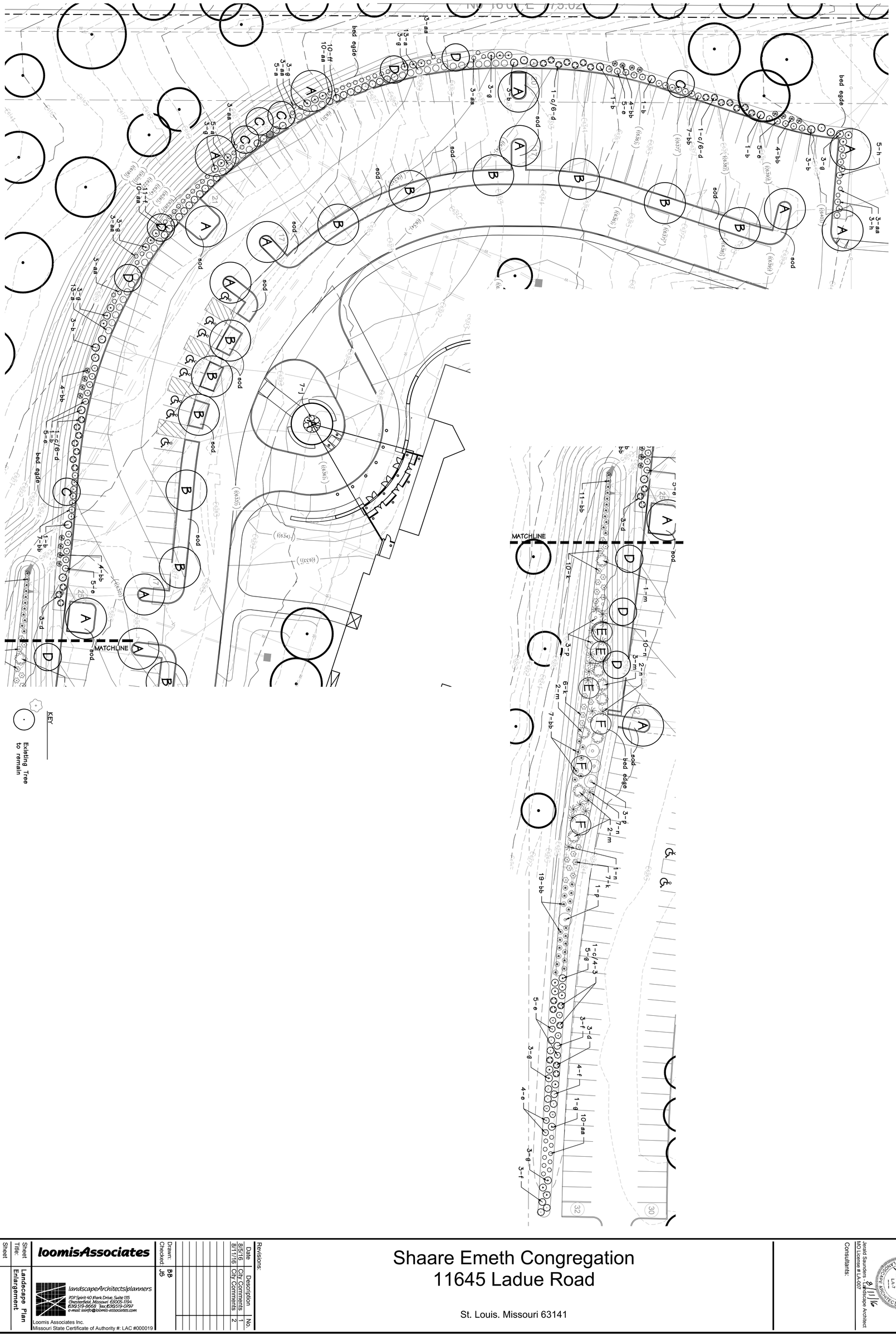
landscapeArchitects|planners
20 Spirit 40 Park Drive, Suite 115
Chesterfield, Missouri 63005
636/519-9663 fax636/519-0797
www.loomisassociates.com
Loomis Associates Inc.
Missouri State Certificate of Authority #: LAC #000019

Sheet Title: Landscape Plan

Sheet No: L-2

Date: 06/28/16
Job #: 864.007



LANDSCAPE PLAN ENLARGEMENT

SCALE 1"=20'

0 20 40 80

Shaare Emeth Congregation
11645 Ladue Road

St. Louis. Missouri 63141

Revisions:

No.	Description	Date
1	City Comments	8/5/16
2	City Comments	8/11/16

Drawn: BB
Checked: JS

Sheet Title: Landscape Plan Enlargement
Sheet No: L-3
Date: 06/26/16
Job #: 864.007

loomisAssociates

landscapeArchitects|planners

707 Spirit 40 Park Drive, Suite 155
Chesterfield, Missouri 63005-1194
636) 519-8668 fax:(636) 519-0197
e-mail: larch@loomis-associates.com

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

Consultants:

Jerald Saunders
MO Licensed # LA-1007
Landscape Architect

STATE OF MISSOURI
JERALD L. SAUNDERS
NUMBER
LA-7
REGISTERED
LANDSCAPE
ARCHITECT

BILL NUMBER 3123

ORDINANCE NUMBER 2153

AN ORDINANCE AUTHORIZING THE ISSUANCE OF A CONDITIONAL USE PERMIT TO EXPAND THE PRIVATE NOT-FOR-PROFIT SCHOOL AS DEFINED IN SECTION 26-30.3 (f) OF ORDINANCE NO. 1903 FOR CONGREGATION SHAARE EMETH ON PROPERTY ADDRESSED AS 11645 LADUE ROAD, ZONED "A", SINGLE FAMILY RESIDENTIAL DISTRICT

WHEREAS, Shaare Emeth submitted a request for a Conditional Use Permit and Site Development Plan to expand the existing building, located at 11645 Ladue Road, by a total of 24,000 square feet for school uses as well as related religious uses, and

WHEREAS, the property is zoned A, Single Family Residential District and said use is classified as a Conditional Use under Article 3, Section 26-30.3 (f) *Public or Private not-for-profit schools* under Ordinance Number 1903, and requires a recommendation from the Planning and Zoning Commission, a Public Hearing before the City Council, and approval by City Council, and

WHEREAS, the Planning and Zoning Commission of the City of Creve Coeur, on Monday, July 16, 2001, reviewed the plans dated (Received) May 21, 2001, by the Department of Community Development and unanimously recommended approval of said request, and

WHEREAS, pursuant to Article 9, 26-114 *Conditional Use Permits,* a Public Hearing was held by the City Council on Monday, August 27, 2001, at 7:30 PM, or immediately following the close of the previous Public Hearing, and

WHEREAS, at least fifteen (15) days prior to the Public Hearing a public notice indicating the time, place and purpose of said Public Hearing was published in the St. Louis Countian on August 8, 2001, and in the West County Journal on August 6, 2001, newspapers of general circulation in the City of Creve Coeur and after other written notice was given to all according to the provisions of law made and provided for such notices and hearings, 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 three (3) times before final passage by the City Council, and

WHEREAS, the City Council being fully informed finds that the granting of the application would be in harmony with and bear a substantial relation to the public welfare, health, safety, comfort and convenience of the citizens of Creve Coeur and in the public interest and in conformance with good zoning practice.

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 Congregation Shaare Emeth addressed as 11645 Ladue Road in the 'A', Single Family Residential District, subject to the hereinafter stated conditions on the following described property:

A tract of land in the Northeast one-quarter of Section 10, Township 45 North, Range 5 East of the 5th Principal Meridian, St. Louis county, Missouri, and being the same property as conveyed to Shaare Emeth Congregation by instrument recorded in Book 6117 Page 632 of the Recorder of Deeds Office in St. Louis County, Missouri, and being more particularly described as follows:

Beginning at the point of intersection of the North line of Ladue Road, 60 feet wide, with the East line of Ballas Road, 60 feet wide; thence North 00 degrees 05 minutes 30 seconds East along the East line of Ballas Road 795 feet to a point being the Southwest corner of a tract of land as conveyed to Victor John Faron by instrument recorded in Book 3428 Page 230 of the above said Recorder's Office; thence South 89 degrees 54 minutes 30 seconds East along the South line of said property conveyed to Faron, as aforesaid, and the South line of property conveyed to S.L.U.T.C. by instrument recorded in Book 6425 Page 558 of the above said Recorder's Office a distance of 1,013.54 feet to a point on the West line of above said S.L.U.T.C. Property; thence South 00 degrees 14 minutes 30 seconds West along last said Westerly line 285.79 feet to a point on the Southerly line of above said S.L.U.T.C. Property; thence South 89 degrees 45 minutes 30 seconds East along said South line 300.48 feet to a point on the West line of Runnymede Plat Two, a subdivision according to the plat thereof recorded in Plat Book 114 Pages 4 and 5 of the above said Recorder's Office; thence South 00 degrees 14 minutes 30 seconds West along last said Westerly line 504.80 feet to a point on the North line of above said Ladue Road; thence South 89 degrees 56 minutes West along last said North line 1,311.94 feet to the **Point of Beginning** and containing 955,448 square feet or 21.934 acres more or less according to calculations by Stock & Associates Consulting Engineers, Inc. on August 9, 2001.

SECTION 2: The Conditional Use Permit for an elementary school as defined under Article 3, Section 26-30.3 (f) *Public or Private not-for-profit schools* under Ordinance Number 1903 is to be granted and shall be subject to all applicable statutes, ordinances, rules and regulations, and the following conditions:

1. This Conditional Use Permit shall be for the construction of a new 24,000 square foot addition for school and religious use on property addressed as 11645 Ladue Road, known as Congregation Shaare Emeth.
2. The site shall be developed and maintained in conformance to the Site Development Plan prepared by Stock & Associates, Inc., dated (Received) May 21, 2001, by the Department of Community Development, or as further revised as required and approved by the City of Creve Coeur.

3. All refuse, waste receptacles or trash containers shall be located behind the school as shown on the aforementioned plans and stored within a screened sight-proof storage area with the installation of a hose bibb to service the trash enclosure area. Trash pick-up for the facilities shall only occur between the hours of 8:00 a.m. and 8:00 p.m.
4. Any mechanical equipment installed for the school shall be properly screened with approved materials.
5. Any future enlargement, extension, expansion or alteration in the use of the structures or site must be approved by the City Council upon receipt of the recommendation of the Planning and Zoning Commission as an amendment to the Conditional Use Permit before a Building Permit for the enlargement or alteration may be issued.
6. The school must have sufficient proper signs to comply with the "No Smoking" Ordinance No. 1392 and amending Ordinance No. 1548.
7. A copy of all herein attached conditions shall be furnished by the owner or petitioner to the operator(s) or manager(s) including successive operator(s), owner(s) or manager(s) who shall forward to the Zoning Enforcement Officer an acknowledgement that he or she has read and understood each of these conditions and agrees to comply therewith.
8. All conditions contained within this permit shall be openly posted upon the property in such a manner that it is visible to the public and the operator of said facilities.
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 the Conditional Use Permit is granted, 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 not exceeding one hundred and eighty (180) days each, upon written application filed and granted prior to the expiration of the Conditional Use Permit period.
11. Shaare Emeth shall not be allowed to construct any additional athletic fields on the site.
12. 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.
13. The applicant shall work with staff to determine necessary drainage and stormwater changes to bring the site up to Creve Coeur standards.
14. Prior to the application for any permits, an additional three sets of revised plans and formal landscape plan indicating any changes requested by the Commission be submitted to the Department of Community Development for review.
15. Prior to the application for any permits, the applicant submit three (3) sets of Site Improvement Plans to the Public Works Department.

16. Shaare Emeth shall contribute twenty-five percent (25%) of the cost of a 5-foot wide concrete sidewalk to replace the non-code compliant asphalt sidewalk along the Ladue Road right-of-way and provide all necessary permanent and temporary easements as requested for the sidewalk.

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.

SECTION 4: This ordinance shall become effective at the expiration of fifteen (15) days after adoption by the City Council and the signing thereof by the Mayor.

ADOPTED THIS 8TH DAY OF OCTOBER, 2001

SUE KROEGER
PRESIDENT OF CITY COUNCIL

APPROVED THIS 8TH DAY OF OCTOBER, 2001

ANNETTE KOLIS MANDEL
MAYOR

ATTEST:

LAVERNE COLLINS, CMC
CITY CLERK

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

SCHEDULED

ORDINANCE

Meeting: 09/12/16 07:00 PM
Department: Legislative /City Clerk
Category: New Business
Prepared By: Carl Lumley
Department Head: Debbie Ryan

Bill No. 5616 - an Ordinance Approving Amendments to Section 515.060, Rights-Of-Way Permits, of the City Code of Ordinances. Final Reading and Passage

Updates recommended to improve coordination between zoning code and ROW usage code regarding utility facilities.

BILL NO. 5616 **ORDINANCE NO. _____**

AN ORDINANCE APPROVING AMENDMENTS TO SECTION 515.060, RIGHTS-OF-WAY PERMITS, OF THE CITY CODE OF ORDINANCES.

WHEREAS, the City regulates the use of the public right-of-way by public utilities pursuant to authority provided under Chapter 67 RSMo (Sections 67.1830 et seq) including to promote the public health, safety and welfare; and

WHEREAS, the City also regulates facilities of public utilities pursuant to provisions of Chapter 405 Zoning Code including to promote the public health, safety and welfare; and

WHEREAS, the City is required to treat public utilities in a competitively neutral and nondiscriminatory manner; and

WHEREAS, the City has determined that it is in the public interest to amend the Code of Ordinances to make certain that all public utilities are treated fairly and uniformly and to protect public health, safety and welfare by eliminating any potential confusion as to the applicability of certain requirements set forth in Chapter 405 Zoning Code to utility facilities to be located within the public right-of-way;

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

Section 1. Section 515.060 of the City Code of Ordinances is revised to read as follows:

Section 515.060. Rights-Of-Way ("ROW") Permits.

[R.O. 2008 §24-23; Ord. No. 4053 §1(Exh. A), 12-11-2006; Ord. No. 5000 §§1B, 1C, 9-6-2007]

A.

ROW Permit Requirements.

1.

Any person desiring to perform ROW work must first apply for and obtain a ROW permit, in addition to any other building permit, license, easement, franchise or authorization required by law. In the event of a need for emergency ROW work, the person conducting the work shall as soon as practicable notify the City of the location of the work and shall apply for the required ROW permit as soon as practicable following the commencement of the work, not to exceed the third (3rd) business day thereafter. The Director may design and issue general permits for emergency ROW work for several different locations or throughout the City.

2.

No person having facilities within the ROW who has failed to register with the City shall be granted a ROW permit, except as otherwise provided or allowed by ordinance, franchise, license or written contract with the City.

3.

All applications for ROW permits shall be submitted to the Director. The Director may design and make available standard forms for such applications, requiring such information as allowed by law and as the Director determines in his or her discretion to be necessary and consistent with the provisions of this code and to accomplish the purposes of this code. Each application shall at minimum contain the following information for the proposed ROW work, unless otherwise waived by the Director:

a.

The name, address and telephone number of a representative whom the City may notify or contact at any time (i.e., twenty-four (24) hours per day, seven (7) days per week) concerning the work;

b.
If different from the applicant, the name of the person on whose behalf the proposed work is to be performed;
c.
A description of the proposed work including a conceptual master plan and, when applicable, an engineering site plan or other technical drawing showing the nature, dimensions and location of the applicant's proposed work or facilities, their proximity to other facilities that may be affected by the proposed work and the number of street crossings and their locations and dimensions;
d.
Projected commencement and termination dates and anticipated duration of the work or, if such dates are unknown, a representation that the applicant shall provide the Director with reasonable advance notice of such dates once they are determined;
e.
If the applicant is, or is acting on behalf of, a person having facilities within the ROW or a person desiring to become a person having facilities within the ROW, verification that the applicant or such person has registered with the City and that the information included in that registration is accurate as of the date of the application; and
f.
Copies of any required certificates of insurance or performance and maintenance bonds.
4.
The information required by the application may be submitted in the form maintained by the applicant, provided it is responsive to these requirements and the applicant shall be allowed a reasonable amount of time to complete the application based on the amount of data or information requested or required.
5.
Each such application shall be accompanied by the following payments:
a.
An application fee, as approved by the City Council and established in the City's pertinent schedule of fees, to cover the cost of processing the application;
b.
Any other amounts otherwise due to the City from the applicant including, but not limited to, prior delinquent permit fees and costs, delinquent rental fees and any loss, damage or expense suffered by the City because of the applicant's prior excavations of the rights-of-way or for any emergency actions taken by the City, but the Director may modify this requirement to the extent the Director determines any such fees to be in good-faith dispute.
B.
ROW Permit Application Review And Determination.
1.
The Director shall promptly review each completed application for a ROW permit and shall grant or deny all such applications as provided herein within thirty-one (31) days of receipt of a completed application. If the Director fails to act on an application for a ROW permit within thirty-one (31) days, the application shall be deemed approved. Unless the application is denied pursuant to Subsection **(B)(7)** hereof, the Director shall issue a ROW permit upon determining that the applicant:
[Ord. No. 5381 §11, 7-14-2014]
a.
Has submitted all necessary information;
b.
Has paid the appropriate fees; and
c.
Is in full compliance with this code and all other City ordinances.

BILL NO. 5616 **ORDINANCE NO. _____**

In order to avoid excessive processing and accounting costs to either the City or the applicant, the processing of applications and periodic payment of fees.

2.

It is the intention of the City that interference with, damage to, excavation or disruption of or the placement of facilities within the City's rights-of-way should be minimized and limited in scope to the extent allowed by law to achieve the purposes of this code. When reasonable and necessary to accomplish such purposes, the Director may require as alternatives to the proposed ROW work either less-disruptive methods or different locations for facilities, provided that any required alternative:

a.

Shall not increase expenses by more than ten percent (10%) of the applicant's costs for the work as proposed,

b.

Shall not result in a decline of service quality, and

c.

Shall be competitively neutral and non-discriminatory.

The Director shall justify to the applicant that the required alternative is reasonable and necessary.

3.

Upon receipt of an application, the Director shall determine whether any portion of the rights-of-way will be affected by the proposed work and whether the interference disruption or placement of facilities will be more than minor in nature. In determining whether the proposed work is more than minor in nature, the Director shall consider the nature and scope of the work, its location and duration and its effect on the rights-of-way, the use thereof and neighboring properties.

a.

If the applicant can show to the Director's reasonable satisfaction that the work involves no interference, disruption, excavation or damage to or only minor interference with the rights-of-way or that the work does not involve the placement of facilities or involves time-sensitive maintenance, then the Director shall promptly grant the ROW permit.

b.

If the Director determines that the effect on the rights-of-way will be more than minor in nature and no exemption under the above Section **515.060(B)(3)(a)** or any other provision of this code applies, the Director shall schedule and coordinate the work and grant the ROW permit accordingly. When reasonable and necessary to accomplish the purposes of this code, the Director may postpone issuance of a ROW permit and may give public notice of the application in an attempt to identify whether other person(s) intend to do work in the same area within a reasonable period of time, so that all ROW work in the area can be coordinated. Due regard shall be accorded applicants that are required by any law, rule, regulation, license or franchise to provide service to the area defined in the application. The Director shall not impose any coordination or scheduling requirements that prevent or unreasonably delay an applicant's access to the ROW or that create a barrier to entry.

c.

Applicants shall participate in any joint planning, construction and advance notification of such work, including coordination and consolidation of any excavation of or disturbance to the rights-of-way as directed by the Director. When deemed necessary to accomplish the goals of this Section and to the extent permitted by law, the City reserves the right, when feasible and reasonable, to require the sharing if facilities by ROW users. Applicants shall cooperate with each other and ROW users and the City for the best, most efficient, lest intrusive, most aesthetic and least obtrusive use of the rights-of-way.

d.

The Director shall establish procedures allowing applicants to ascertain whether existing capacity may be available from other persons utilizing the rights-of-way along the intended path of any proposed

work. The Director shall also maintain indexes of all ROW permits issued, both by the ROW user and by the affected rights-of-way.

4.

In addition to the foregoing and in addition to any other standards or requirements imposed by this code with regard to an application filed by a wireless transmission provider, the Director shall ensure compliance with the following provisions:

a.

The design, location and nature of all facilities shall be subject to the review and approval of the Director as provided herein. Such review shall be non-discriminatory and competitively neutral and approvals shall not be unreasonably withheld.

b.

The Director may designate certain locations or facilities in the ROW to be excluded from use by the applicant for its facilities including, but not limited to:

(1)

Ornamental or similar specially designed street lights,

(2)

Facilities, equipment, structures or locations that do not have electrical service adequate or appropriate for the proposed facilities or cannot safely bear the weight or wind loading thereof,

(3)

Facilities, equipment, structures or locations that in the reasonable judgment of the Director are incompatible with the proposed facilities or would be rendered unsafe or unstable by the installation, and

(4)

Facilities, equipment, structure or location that have been designated or planned for other use or are not otherwise available for use by the applicant due to engineering, technological, proprietary, legal or other limitations or restrictions.

c.

If the application of this Subsection excludes locations for facilities to the extent that the exclusion conflicts with the reasonable requirements of the applicant, the Director shall cooperate in good faith with the application to attempt to find suitable alternatives, but such alternatives may exceed the cost increase limitation established by Subsection **(B)(2)** and the City shall not be required to incur any financial cost or to acquire new locations for the application.

d.

The grant of a ROW permit shall not eliminate the need of a wireless transmission provider to have obtained a license, permit or other agreement for attaching facilities to other facilities, poles or other structures, whether owned by the City or other person.

e.

Nothing in this code shall be construed to require that the City grant wireless transmission providers access to any City facilities or the City's proprietary property, but the City may enter into separate agreements with wireless transmission providers to allow such access. Such agreements may include the payment of reasonable attachment fees for use of City facilities or other City property. All such agreements shall be non-discriminatory and competitively neutral among wireless transmission providers.

5.

Each ROW permit shall include:

a.

Projected commencement and termination dates or, if such dates are unknown at the time the ROW permit is issued, a provision requiring the ROW user to provide the Director with reasonable advance notice of such dates once they are determined;

b.

BILL NO. 5616 ORDINANCE NO. _____

Length of affected rights-of-way, number of road crossings and identification and description of any pavement or curb cuts included in the work;
c.
Information regarding scheduling and coordination of work, if necessary;
d.
The location of any of the applicant's facilities, both those proposed and existing, and the location of any known facilities owned by another person that may be affected by the proposed work;
e.
An acknowledgment and representation by the applicant to comply with the terms and conditions of the ROW permit and this code; and
f.
Such conditions and requirements as are deemed reasonably necessary by the Director:
(1)
To protect structures and other facilities in the rights-of-way from damage,
(2)
For the proper restoration of such rights-of-way, structures and facilities,
(3)
For the protection of the public and the continuity of pedestrian and vehicular traffic, and
(4)
For the protection of the public health, safety and welfare.
6.
An applicant receiving a ROW permit shall promptly notify the Director of any material changes in the information submitted in the application. The Director may issue a revised ROW permit or require that the ROW user reapply for a ROW permit in accordance with all requirements of this code.
7.
ROW permits inure to the benefit of the applicant and the rights granted there under may not be assigned or transferred to any other person without the written consent of the Director.
8.
The Director may deny an application, if denial is deemed to be in the public interest, for the following reasons:
a.
Delinquent fees, costs or expenses owed by the applicant;
b.
Failure to provide information required by the application or this code;
c.
The applicant being in violation of the provisions of this code or other pertinent and applicable City ordinances;
d.
Failure to return the ROW to its previous condition under previously issued ROW permits or after prior excavations by the applicant;
e.
The area is environmentally sensitive as defined by State Statute or Federal law or is a historic district as defined by local ordinance;
f.
For an applicant's refusal to comply with alternative ROW work methods or locations required by the Director pursuant to this code; and
g.
For any other reason to protect the public health, safety and welfare, provided that~~:~~
~~(1)~~
~~S~~such denial does not fall within the exclusive authority of the Missouri Public Service Commission,

BILL NO. 5616 **ORDINANCE NO. _____**

~~(2)~~
s~~S~~uch denial does not interfere with a ROW user's right of eminent domain of private property, and
~~(3)~~
s~~S~~uch denial is imposed on a competitively neutral and non-discriminatory basis. In accordance with the foregoing, any wireless telecommunications towers and facilities to be constructed within the ROW shall at a minimum meet the height, visibility, lighting, and fall line limitations and requirements of Section 405.470 Conditional Uses, subsection A.6 - Communications towers - of the City Code of Ordinances as applicable to the zoning district in which the towers and facilities would be located. Similarly, other utility facilities to be constructed within the ROW shall at a minimum meet the standards of Section 405.690 Utility Facilities of the City Code of Ordinances as applicable to the zoning district in which the facilities would be located.

9.
For the purposes of Subsection **(B)(7)**, the term *"applicant"* shall also include, when applicable, the person on whose behalf the applicant is to perform the ROW work. The Director may consider good-faith disputes with, or circumstances beyond the control of, the applicant or such person in determining whether to grant or deny the application.
C.
ROW Permit Revocation And Code Violation Prosecution.
1.
The Director may revoke a ROW permit without fee refund after notice and an opportunity to cure, but only in the event of a substantial breach of the terms and conditions of the ROW permit. Prior to revocation the Director shall provide written notice to the ROW user identifying any substantial breach and allowing a reasonable period of time not longer than thirty (30) days to cure the problem, which cure period may be immediate if certain activities must be stopped to protect the public safety. The cure period shall be extended by the Director on good cause shown by the ROW user. A substantial breach includes, but is not limited to, the following:
a.
A material violation of a provision of the ROW permit;
b.
An evasion or attempt to evade any material provision of the ROW permit or the perpetration or attempt to perpetrate any fraud or deceit upon the City or its residents;
c.
A material misrepresentation of fact in the ROW permit application;
d.
A failure to complete ROW work by the date specified in the ROW permit, unless an extension is obtained or unless the failure to complete the work is due to reasons beyond the ROW user's control; and
e.
A failure to correct, upon reasonable notice and opportunity to cure as specified by the Director, work that does not conform to applicable national safety codes, industry construction standards or the City's pertinent and applicable ordinances, including, but not limited to, this code, provided that City standards are no more stringent than those of a national safety code.
2.
Any breach of the terms and conditions of a ROW permit shall also be deemed a violation of this code and in lieu of revocation the Director may initiate prosecution of the ROW user for such violation as provided in Section **515.100(H)** hereof.

BILL NO. __**5616**_____ **ORDINANCE NO.** _____

Section 2. 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 _____, 2016

_____
BARRY GLANTZ, MAYOR

ATTEST:

_____
DEBORAH RYAN, CITY CLERK, MPCC

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

SCHEDULED

ORDINANCE

Meeting: 09/12/16 07:00 PM
Department: Legislative /City Clerk
Category: New Business
Prepared By: Debbie Ryan
Department Head: Debbie Ryan

Bill No. 5617 - an Ordinance Confirming the Prior Repeal of Chapter 625 of the Code of Ordinances of the City of Creve Coeur, Missouri, Regarding Taxis. Final Reading and Passage

Ordinance to bring code in line with state laws.

BILL NO. 5617 **ORDINANCE NO. _____**

AN ORDINANCE CONFIRMING THE PRIOR REPEAL OF CHAPTER 625 OF THE CODE OF ORDINANCES OF THE CITY OF CREVE COEUR, MISSOURI, REGARDING TAXIS.

WHEREAS, Chapter 625 of the City Code of Ordinances purports to regulate taxi businesses in the City; and

WHEREAS, such local ordinances were deemed rescinded over ten years ago pursuant to Section 67.1816 RSMo;

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

Section 1. Chapter 625 of the City's Code of Ordinances is hereby confirmed as previously repealed by state law and should be shown as repealed in the Code to prevent any potential confusion.

Section 2. 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 _____, 2016

_____
BARRY GLANTZ, MAYOR

ATTEST:

_____
DEBORAH RYAN, MPCC
CITY CLERK

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

Meeting: 09/12/16 07:00 PM
Department: Finance Department
Category: New Business
Prepared By: Sherry Hall
Department Head: Dan Smith

SCHEDULED

ORDINANCE

Bill No. 5618 - an Ordinance Ordering the Levy and Establishment of the Rates of Annual Taxes for Municipal Purposes in the City of Creve Coeur for the Year 2016. First Reading

An Ordinance setting the property tax rate for 2016.

AN ORDINANCE ORDERING THE LEVY AND ESTABLISHMENT OF THE RATES OF ANNUAL TAXES FOR MUNICIPAL PURPOSES IN THE CITY OF CREVE COEUR FOR THE YEAR 2016

WHEREAS, THE CITY COUNCIL OF THE CITY OF CREVE COEUR HELD A PUBLIC HEARING REGARDING THE SETTING OF ITS REAL PROPERTY TAX RATES FOR 2016 AT THE CREVE COEUR GOVERNMENT CENTER ON SEPTEMBER 12, 2016 AT 7:00 P.M. OR IMMEDIATELY FOLLOWING THE CLOSE OF THE PREVIOUS PUBLIC HEARING; AND,

WHEREAS, NOTICE OF THE PUBLIC HEARING ON THE 2016 REAL PROPERTY TAX RATES WAS PREVIOUSLY PUBLISHED AT LEAST 15 DAYS PRIOR TO THE HEARING, IN THE ST. LOUIS COUNTIAN, A NEWSPAPER OF GENERAL CIRCULATION IN THE CITY; AND,

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

WHEREAS, 2016 TAX RATES OF $.068 ON EACH ONE HUNDRED DOLLARS ($100.00) OF ASSESSED VALUATION FOR RESIDENTIAL PROPERTY, $.076 ON EACH ONE HUNDRED DOLLARS ($100.00) OF ASSESSED VALUATION FOR COMMERCIAL PROPERTY, AND $.059 ON EACH ONE HUNDRED DOLLARS ($100.00) OF ASSESSED VALUATION FOR AGRICULTURAL PROPERTY COMPLY WITH THE LAWS OF THE STATE OF MISSOURI AND MEET THE CITY'S BUDGETED REVENUE REQUIREMENTS FOR SUCH TAXES;

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

SECTION 1. THERE IS HEREBY LEVIED UPON ALL REAL PROPERTY SUBJECT TO TAXATION FOR SAID PURPOSE IN THE CITY OF CREVE COEUR, MISSOURI, AND EACH CLASS AND SUBCLASS THEREOF AS ESTABLISHED BY STATE LAW, A TAX FOR MUNICIPAL PURPOSES FOR THE YEAR 2016 AS FOLLOWS:

RESIDENTIAL PROPERTY	$.068 ON EACH ONE HUNDRED DOLLARS ($100.00) OF ASSESSED VALUATION
COMMERCIAL PROPERTY	$.076 ON EACH ONE HUNDRED DOLLARS ($100.00) OF ASSESSED VALUATION

AGRICULTURAL PROPERTY	$.059 ON EACH ONE HUNDRED DOLLARS ($100.00) OF ASSESSED VALUATION

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

PASSED BY CITY COUNCIL THIS_____DAY OF SEPTEMBER 2016.

_____
ELLEN LAWRENCE
PRESIDENT, CITY COUNCIL

APPROVED THIS _____DAY OF SEPTEMBER, 2016.

_____
BARRY GLANTZ
MAYOR

ATTEST:

_____
DEBORAH RYAN
CITY CLERK

MEMORANDUM

DATE: September 7, 2016

TO: Mark Perkins, City Administrator

FROM: Daniel Smith, Director of Finance

SUBJECT: 2016 Property Tax Rate

Attached is legislation setting the 2016 property tax rates for the City of Creve Coeur. The proposed property tax rates for 2016 as compared to the current rates are as follows:

	Tax Rate 2015	Proposed 2016 Tax Rates
Residential	.069	.068
Commercial	.074	.076
Agricultural	.059	.059

The proposed tax rate is based upon the rate imposed as a result of the voluntary reduction. The city would be allowed to raise the rate back to the cap in 2016 but this is not recommended by staff.

The increase in the commercial tax rate has resulted from a decrease in the assessed value for commercial property in tax year 2016. The current assessment numbers for 2015 and 2016 are:

	2016 (pre-BOE)	2015 (post-BOE)
Residential	467,006,360	459,600,720
Commercial	360,588,910	366,827,070
Agricultural	3,420	3,420

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

Based upon the proposed tax rate for residential property a house valued at $400,000 would pay the City of Creve Coeur $51.68 in property taxes for 2016. It is estimated that this amount represents less than 1.25% of the property owners total property tax bill.

Staff recommends approval of the proposed legislation setting the 2016 tax rate for the City of Creve Coeur. I would be pleased to respond to any questions.

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

SCHEDULED

ORDINANCE

Meeting: 09/12/16 07:00 PM
Department: Planning Division
Category: Report
Prepared By: Whitney Kelly
Department Head: Jason Jaggi

Bill No. 5619 - an Ordinance Repealing Ordinance Number 5194 and Ordinance Number 1873 and Approving a New Conditional Use Permit for an Automotive Dealership Pursuant to Section 405.360(C) of the City of Creve Coeur's Code of Ordinances for the Lou Fusz Subaru Located Within the "GC" General Commercial Business District at 900 N. Lindbergh Boulevard. First Reading

Stephen Hollander, of SJ Hollander Architect, has submitted a request to amend the conditional use permit and site development plan to allow exterior renovations as part of the conversion of the Lou Fusz Fiat dealership to a Lou Fusz Subaru dealership located at 900 North Lindbergh Boulevard, that will replace the existing red Fiat elements, with a grey, stacked slate stone, and the gray band with silver metallic ACM panels, with a blue accent band on the west, south and east elevations.

BILL NO. _____ **ORDINANCE NO. _____**

AN ORDINANCE REPEALING ORDINANCE NUMBER 5194 AND ORDINANCE NUMBER 1873 AND APPROVING A NEW CONDITIONAL USE PERMIT FOR AN AUTOMOTIVE DEALERSHIP PURSUANT TO SECTION 405.360(C) OF THE CITY OF CREVE COEUR'S CODE OF ORDINANCES FOR THE LOU FUSZ SUBARU LOCATED WITHIN THE "GC" GENERAL COMMERCIAL BUSINESS DISTRICT AT 900 N. LINDBERGH BOULEVARD.

WHEREAS, application was made by Stephen Hollander, of SJ Hollander Architect, on behalf of Lou Fusz Automotive, to amend the conditional use permit for building and landscape improvements to the existing building located at 900 N. Lindbergh Boulevard, in the "GC" General Commercial District; and

WHEREAS, under Section 405.210 Table A, New Car dealers (NAICS 441110) in the "GC", commercial zoning district require the issuance of a conditional use permit as provided in Section 405.1070, Conditional Use Permits; and

WHEREAS, conditional use permit ordinance #1873 was approved by the City Council on July 14, 1997, and ordinance #1921 was approved in February 23, 1998, which was repealed and replaced by ordinance #5194 in June 13, 2011, for the renovation of the existing building for the Fiat Dealership; and

WHEREAS, Section 405.1070 provides, in part, that any future enlargement or alteration in the use of the structure 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 or alteration may be issued; and

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Tuesday, September 6, 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)(3); and

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

WHEREAS, the Planning and Zoning Commission reviewed and, by a 6-0 vote, recommended approval of the conditional use permit and improvements, subject to the conditions contained herein, at its meeting on Tuesday, September 6, 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.

BILL NO. _____ **ORDINANCE NO. _____**

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: Ordinances 5197 and 1873 authorizing a conditional use permit located at 900 N. Lindbergh Boulevard are hereby repealed.

Section 2: A Conditional Use Permit is authorized for an Automotive Dealership pursuant to Section 405.360(C) in the "GC" General Commercial zoning district whose legal description is as follows:

A parcel of ground in Section 1, township 45 North, Range 5 East, St. Louis County Missouri; said parcel being more particularly described as follows: Beginning at the point of intersection of the southern line of Olive Street Road, 60 feet wide, with the eastern line of property described in deed to Comfort Printing & stationary Co., recorded in Book 5164, Page 443, St. Louis County Record's Office; thence S 1°15' W 200.00 feet along the eastern line of said Comfort property, to the northern line of property described in deed to the State of Missouri, recorded in Book 3925, Page 369, St. Louis County Record's Office; thence in a generally westwardly and northwardly direction along the northern and eastern line of said State of Missouri property, the following courses and distances: N 88°10' W 274.78 feet, N 36°49'35" W 32.02 feet, N 1°50' E 225.00 feet and N 56°31'50" E 64.53 feet, to the southern line of said Olive Street Road, to the point of beginning, and containing 72,595 Square Feet, or 1.6665 acres.

A tract of land in the North 1/2 of Section 1, Township 45 North, Range 5 East, St. Louis County, Missouri, and described as follows: Beginning at a point in the southern line of Old Olive Street Road, being the northwest corner of property conveyed to George M. Schaeffer and wife, by deed recorded in Book 525, Page 520 of the St. Louis County Records; thence along the west line of Schaeffer's property, South 1 degree 15 minutes West 427.29 feet to a point; thence South 89 degrees 11 minutes East 116.00 feet to a point; thence North 1 degree 15 minutes East, 379.63 feet, more or less, to a point in the southern line of old Olive Street Road; thence along the southern line of said road, North 66 degrees 47 minutes West, 125.06 feet, more or less, to a point of beginning

SECTION 3: The issuance of this conditional use permit, all site improvements, and the operation and maintenance of said facilities provided for by this ordinance shall be subject to all ordinances, rules and regulations of the City of Creve Coeur and the following conditions:

1. The Conditional Use Permit is for the operation of an automobile sales facility for use by Lou Fusz Automotive Network, for the Subaru franchise and/or additional users as approved by the City of Creve Coeur.
2. The Applicant is required to obtain a Building Permit application, as required by Article II of the Building Code. Exterior elevations shall be in substantial conformance with the

"Architectural Elevations" submitted on August 5, 2016 as bound together and submitted in conjunction with Application #16-025 by S.J. Hollander Architect P.C.

3. The applicant is required to obtain a Site Improvement Permit, showing all exterior improvements, for all new construction to the Division of Planning for review, as required by Section 410.380 of the Subdivision and Land Development Regulations (Subdivision Code). The Grading Plans shall be in substantial conformance with the "Site Development Plans," received August 5, 2016, and the revised "Landscape Plan" submitted on August 5, 2016 as bound together and submitted in conjunction with Application #16-025 by S.J. Hollander Architect P.C., and as amended below.
4. The Landscape Plan shall be revised to provide for additional landscaping along the Olive Lindbergh Boulevard interchange, and for all trees to be a minimum of 3 inch caliper to meet with Section 405.540 Landscaping and with goals and objectives of the Comprehensive Plan, for the Zoning Administrator's approval, and as discussed in the Staff Report on Application #16-025.
5. Vegetation that is totally or predominantly dead and/or disfigured due to disease or injury shall be replaced as needed and in a prompt and workmanlike manner as dictated by accepted horticultural standards.
6. All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code.
7. The owner of the property shall address all outstanding property maintenance violations on the property to the satisfaction of the Chief Building Official prior to the issuance of any final Certificate of Occupancy for the automotive dealership permitted by this ordinance.
8. The hours of operation shall not exceed 7:00 A.M. to 9:30 P.M. Monday, Wednesday, and Friday; 7:00 A.M. to 6:30 P.M. Tuesday, Thursday, and Saturday.
9. The use of outdoor speakers for the amplification of music or spoken word shall be prohibited.
10. Parking of automobiles shall be limited to one automobile per designated parking space.
11. The storage or repair of collision damaged or inoperable vehicles shall not occur on the subject property.
12. The number of new automobiles and/or certified automobiles with a manufacturer's warranty shall not, at any time, be less than sixty percent (60%) of the total number of automobiles available for purchase on site.
13. 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.
14. A copy of all herein conditions shall be furnished by the owner or petitioner to the operator(s) and managers, including successive operator(s), owner(s) and manager(s) who shall forward to the Zoning Administrator an acknowledgement that he or she has read and understood all conditions and agrees to comply therewith. Failure to comply with this provision shall not excuse anyone from these conditions.
15. Failure to comply with any one or all of the conditions of this permit shall be adequate cause for the revocation of said permit by the City Council, provided, however, no permit shall be revoked without prior notice to the owner of the intention of the City Council to revoke this permit and reasonable time granted to the owner to correct or remedy any such breach of conditions, except for repeated breaches or violations.
16. 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,

BILL NO. _____ **ORDINANCE NO. _____**

and written confirmation thereof signed by the new owner or lessee shall be filed with the City at the time of such transfer or lease. Failure to comply with this provision shall not excuse anyone from these conditions.

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

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

ADOPTED THIS ____ DAY OF _____, 2016.

_____
ELLEN LAWRENCE
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2016.

_____
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 #16-025 FOR A CONDITIONAL USE PERMIT AND SITE DEVELOPMENT PLAN FOR EXTERIOR BUILDING IMPROVEMENTS FOR CONVERSION TO A LOU FUSZ SUBARU FRANCHISE AT 900 NORTH LINDBERGH BLVD.

FOR THE MEETING OF: Tuesday, September 6, 2016

LOCATION: 900 N. Lindbergh Boulevard

REQUEST: Stephen Hollander, of SJ Hollander Architect, has submitted a request to amend the conditional use permit and site development plan to allow exterior renovations as part of the conversion of the Lou Fusz Fiat dealership to a Lou Fusz Subaru dealership located at 900 North Lindbergh Boulevard, that will replace the existing red Fiat elements, with a grey, stacked slate stone, and the gray band with silver metallic ACM panels, with a blue accent band on the west, south and east elevations. The existing grey brick will remain.

ADDITIONAL INFORMATION: Lou Fusz Automotive Network received a conditional use permit for an automobile sales facility to be located in 900 N. Lindberg Blvd in 1998. New Car Dealers (NAICS 441110) are permitted as conditional uses with review and approval by the City Council upon the recommendation of the Planning and Zoning Commission. The existing façade for Lou Fusz Fiat was approved in 2011 by the Planning and Zoning Commission and City Council through Ordinance No. 5194, where any substantial alteration to the exterior of the building or Site requires approval by the City Council upon receipt of the recommendation of the planning and Zoning Commission. Therefore, Staff is recommending to repeal and replace with a new Ordinance for the new proposed exterior elevations and landscape plan for Lou Fusz Subaru.

Key Issues:
- Does the request still meet the criteria for a conditional use permit?
- Does the request further the goals and/or implement the Comprehensive Plan?

Comp. Plan References
- Commerce Center Action Area
- Design Guidelines

Zoning Code References
- Section 405.210: Regulation of Uses
- Section 405.360: "GC" General Commercial District
- Section 405.470: Conditional Uses
- Section 405.1080 Site Development Plans

APPLICANT:
Randy Fusz
Lou Fusz Automotive Network
925 N. Lindbergh Blvd.
Creve Coeur, MO 63141

APPLICANT'S REPRESENTATIVE:
Stephen Hollander, AIA
SJ Hollander Architect
519 First Capitol Drive
St. Charles, MO 63301

WEST ELEVATION

REPORT PREPARED BY: Whitney Kelly, AICP, City Planner
DATE: September 1, 2016
ATTACHMENTS: Draft Ordinance
Applicant's submittal documents received August 5, 2016
Ordinance No. 5194

PROJECT DESCRIPTION

Lou Fusz is shifting several of the dealerships throughout their campus. The Fiat will move to a location out of the City, with Subaru utilizing this location. The Nissan Dealership across Lindbergh will be converted to a Mazda Dealership, and the existing Mazda building, will house the Lou Fusz Kia Dealership.

The proposal for Subaru is to provide a more natural, corporate, slate stone material over the Fiat red cladding and squaring up the elements, creating a new slate column on the west elevation, and adding the a silver aluminum cladding with blue accent to the gray Fiat band at the top of the building. In 2011, discussion of the use of red included the unique setting due to the pre-existing nature of the building, and the off-set of the columns.

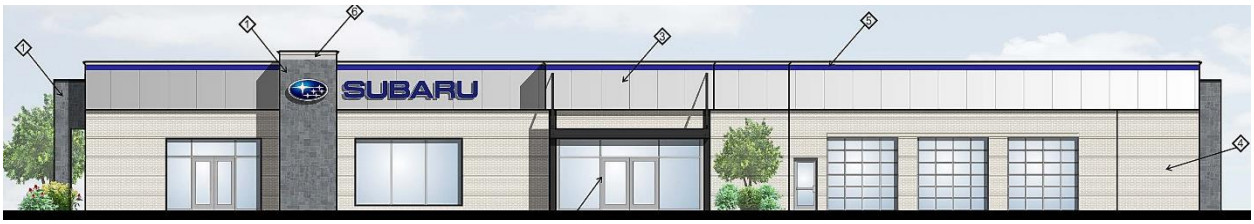


Figure 1: Proposed West Elevation

Figure 2: Prior Approved Elevation from 2011

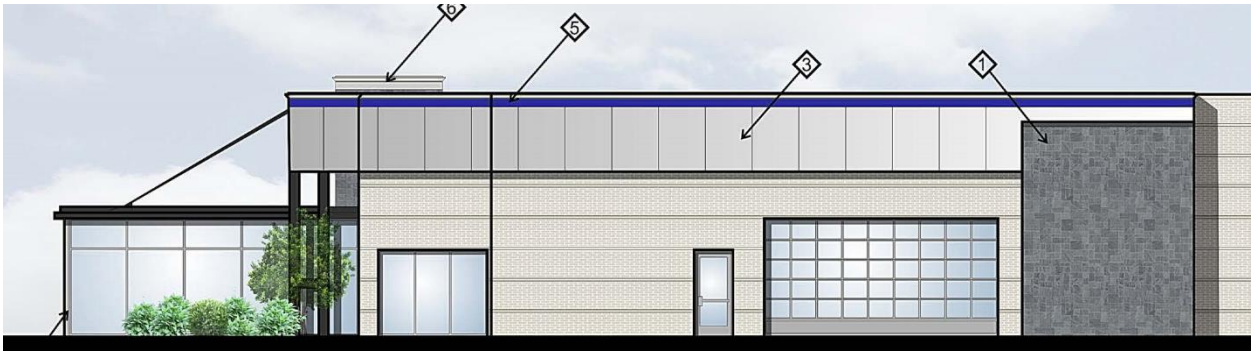


Figure 3: Close-up of the proposed alterations to South Elevation

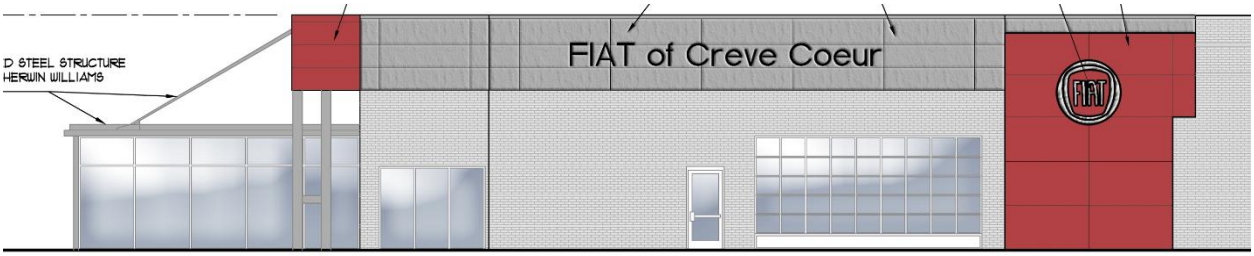


Figure 4: Close-up of the prior approved South elevation

Figure 5: Close-up of the proposed alterations to North Elevation

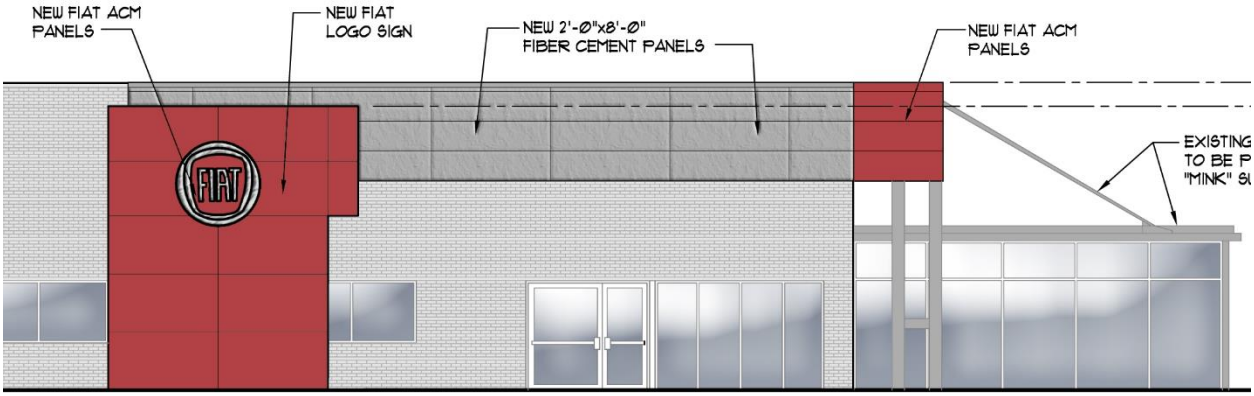
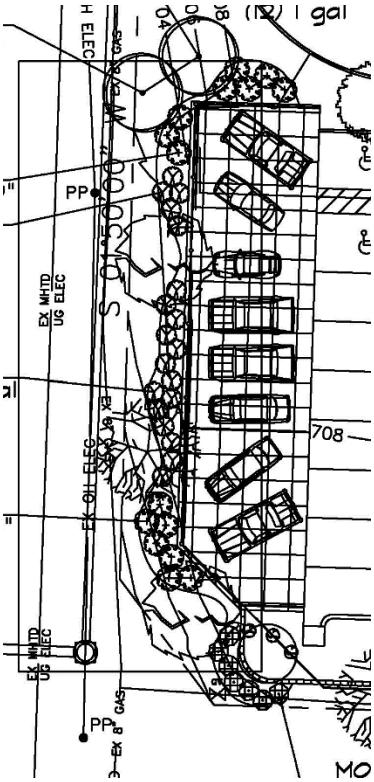


Figure 6: Close-up of the prior approved North elevation



The Applicant is also providing additional landscaping along Lindbergh Boulevard to screen the wall of the on-site detention structure, and filling in where landscaping has been removed since 2011. No other changes to the use of the building or site are proposed. The building and site has remained largely the same since its construction.

Figure 7: Detail of the new plantings along Lindbergh Blvd.

LAND USE AND ZONING OF SURROUNDING PROPERTIES
The adjacent zoning and land uses are as follows:

DIRECTION	USE	ZONED	SEPARATED BY
North	Commercial	"GC" General Commercial	Old Olive Street Road
South	Monsanto	"RO" Research Office	Olive Boulevard
East	Office	"GC" General Commercial	N/A
West	Auto Dealer and Office	"GC" General Commercial	N. Lindbergh Boulevard

COMPREHENSIVE PLAN DISCUSSION
The subject property is located within the Commerce Center Action Area on the east end of the Olive Boulevard corridor which encourages improving the quality of development through enforcement of the City's Design Guidelines, and ensuring that redevelopment plans include the "green line" park; and, upgrading the architectural quality of the building stock as businesses expand or redevelop (Residential Preservation and Economic Development and Community Health and Connectivity). The subject property location is highly visible and within a significant location in the City of Creve Coeur. Satisfying these guidelines is an important expectation of the Comprehensive Plan and always a matter of review with every proposal before the City. The proposed changes represent an increase in natural materials on the building and the grey slate with the existing brick creates a more cohesive design over the existing elevations. While adding additional landscaping to mask the wall along Lindbergh moves the project closer to the goals and objectives of the Comprehensive Plan, the replacement of landscaping elsewhere on site should be enhanced to meet with the intent of the "green line" park, particularly from the clover leaf area of Olive and Lindbergh Boulevard intersection, as discussed further below.

Design Guidelines
The Design Guidelines recommend the use of natural materials and architectural consistency between all building elevations, and an overall sense of architectural continuity on all elevations. The use of false or decorative façade treatments is discouraged. Material and/or color changes at the outside corners of structures that give the impression of thinness and artificiality of the material are discouraged. Further buildings that are stylized in an attempt to use the building itself as advertising are strongly discouraged, particularly where the proposed architecture is the result of a "corporate" or franchise style. Landscaping should soften parking areas and buildings, screen retaining walls, and provide a consistent design theme throughout the site. The following summarizes the goals and discusses their applicability to the project:

1. As is often the case with automotive dealerships, corporate façade treatments are required. However, it is the unique use of these treatments that is generally the point of discussion during the review. While the new slate is a corporate required element, it is a common natural material, and the proposal continues the unique feature of how the materials area applied to the structure of the building. Further the natural slate, along with the silver metal panels provides for a greater continuity with the existing grey brick, and is less of competing element than the existing red. The remaining structure maintains the existing grey brick on the building.
2. The addition of the blue band at the top of the silver ACM that is the same color as the Subaru logo would appear to create a more corporate advertising façade to the building, when a black accent band may be in more keeping with the color scheme of the building, and not appear to use the building as advertising. However, it may be argued that this is less of a color element than the existing red, and no more so than the other auto dealerships in the area. The Commission members should discuss this option with the applicant during the meeting. (The color elevations do not accurately depict the existing grey brick on the building, however they are shown in the Applicant's attached phots of the existing structure.) The Applicant will be present with materials and color samples at the meeting.
3. New landscaping is provided adjacent to the wall of the detention basin that includes a mix of evergreen, and deciduous plants, and annuals/perennials for screening of this area, and the

replacement of the missing or poor quality plants elsewhere on site that is consistent with the Landscape Plan approved in 2011. However, Staff recommends that in order to further the site toward the "green line park" and to soften the parking areas, additional shrubs are needed at the Olive and Lindbergh Boulevard cloverleaf interchange, where the spacing is too open to provide sufficient screening, and a consistent design throughout the property.

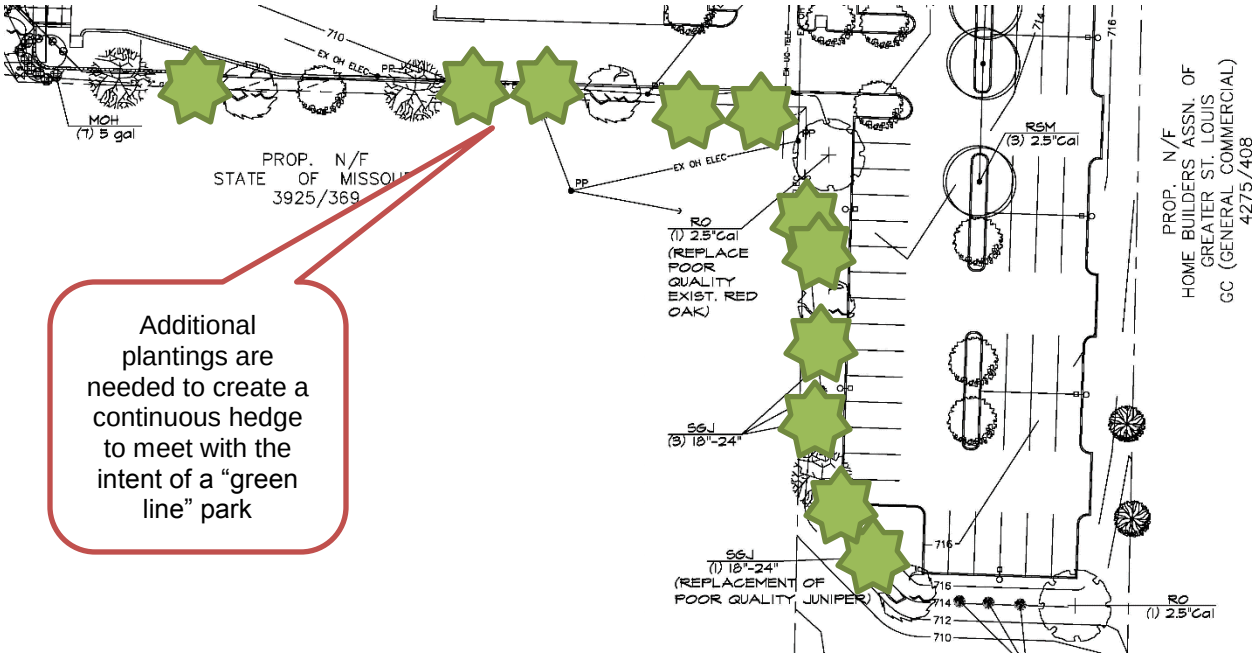


Figure 8: Close-up of the Landscape Plan showing the portion along Olive Boulevard interchange.

ZONING CODE DISCUSSION

As the proposal is not significantly altering the site where no additional coverage is being created, and only adjusting the pre-existing corporate elements on the building, zoning review is limited to the Landscaping elements of the site.

Landscaping

All Landscaping is to be maintained per the prior approved plan, per the following

Section 405.540 Landscaping
F. Design Standards For Landscape Plans
10. All landscaping shall be permanently maintained in good condition with at least the same quality and quantity of landscaping as initially approved. In order to present a healthy, neat and orderly appearance, all landscaped areas including interior parking lot islands and grass areas shall be provided with adequate irrigation for the maintenance of grass, shrubs, ground covering and other landscaping. An underground irrigation system shall be installed, operated and maintained to meet the intent of this Section. Such systems shall be required for all new developments and redevelopments projects. For sites proposing additions and/or expansions, an underground irrigation system shall be installed, operated and maintained to meet the intent of this Section, where physically practical and reasonable, as determined by the Planning and Zoning Commission

However, as discussed above, the spacing of the low shrubs is to far apart, where Section 405.540(F)(7) of the Landscaping requires that no landscaped hedge shall be less than two (2) feet in height and two (2) feet in spread at time of installation and that the individual plants used in the development of such a hedge shall be placed so as to be not more than thirty (30) inches on center. As this area is limited in width, MoDOT has indicated that the plantings of low shrubs in the right-of-way may be provided.

Further, the code requires that all trees have a minimum 3 inch caliper, where the drawings indicate trees at 2.5 inch and 2 inch caliper. [Additionally, Section 405.810(A)(5) of the Off-Street Parking and Loading Regulations requires that all parking adjoining a residential use or public right-of-way, except for those associated with single-family and two-family residences, shall be screened from view by an earth berm, solid wall, decorative fence, evergreen planting of equivalent visual density or other effective means of a minimum of 18 inches, and an average of three feet in height.] Therefore a condition of approval includes a revised Landscape Plan for additional evergreen planting and to meet with all of the requirements of Section 405.540 of the Zoning Ordinance for the Zoning Administrator's approval.

SUMMARY AND ACTION

Staff finds that the proposed improvements meet with the intent of the Comprehensive Plan and Design Guidelines as much as the existing conditions will allow. If the members of the Commission are satisfied that the project meets the intent of the Comprehensive Plan and Design Guidelines, then a recommendation to the City Council must be voted upon. Below are the recommended conditions of approval as discussed above:

- The Applicant is required to submit a Building Permit application, as required by Article II of the Building Code. Exterior elevations shall be in substantial conformance with the "Architectural Elevations" submitted on August 5, 2016 as bound together and submitted in conjunction with Application #16-025 by S.J. Hollander Architect P.C.
- The applicant is required to obtain a Site Improvement Permit, showing all exterior improvements, for all new construction to the Division of Planning for review, as required by Section 410.380 of the Subdivision and Land Development Regulations (Subdivision Code). The Grading Plans shall be in substantial conformance with the "Site Development Plans," received August 5, 2016, and the revised "Landscape Plan" submitted on August 5, 2016 as bound together and submitted in conjunction with Application #16-025 by S.J. Hollander Architect P.C., and as amended below.
- The Landscape Plan shall be revised to provide for the additional landscaping along the Olive Lindbergh Boulevard interchage, and that all trees are a minimum of 3 inch caliper to meet with Section 405.540 Landscaping and with goals and objectives of the Comprehensive Plan for the Zoning Administrator's approval, and as discussed in the Staff Report on Application #16-025.
- All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code.
- The owner of the property shall address any outstanding property maintenance violations on the property to the satisfaction of the Chief Building Official prior to the issuance of a final Certificate of Occupancy.
- Any future enlargement, extension, expansion or exterior 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 exterior alteration may be issued.

MOTION

If the Commission wishes to vote on a recommendation to the City Council based on the current proposal, the following would be an appropriate motion:

> "I move to recommend approval of the conditional use permit and site development plan for the Lou Fusz Subaru to allow for the Subaru exterior renovation as presented and according to the draft ordinance attached to the staff report on application #16-025, for the meeting of September 6, 2016." (Conditions in the draft ordinance 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

APPENDIX 4: SITE PHOTOGRAPHS	Photo Date:9/1/2016
	Description: view of the existing building at the north west corner of the property.
	Description: View looking east along the south property line toward the east parking area.

MEMO

S. J. HOLLANDER ARCHITECT, PC
519 First Capitol Drive St. Charles, Missouri 63301
Phone: 636-947-4140
Email: SJHArchitect@SBCGlobal.net

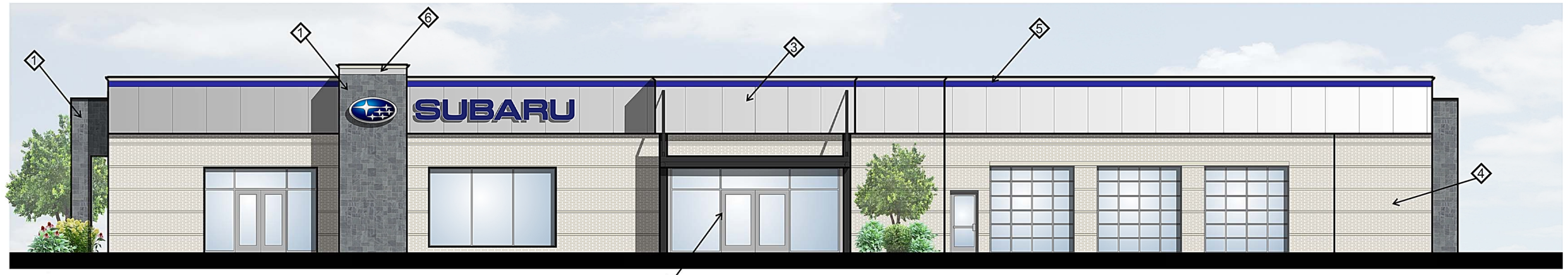
DATE: August 5, 2016

PROJECT: Lou Fusz Subaru
Creve Coeur, MO

RATIONAL:

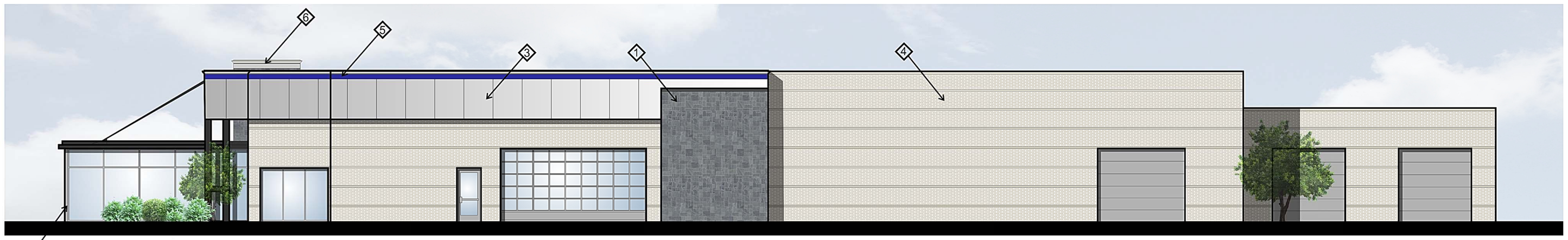
This request is a modification to an existing conditional use permit approved on June 13, 2011. The facility is changing from selling new Fiats and preowned vehicles to selling new Subarus and preowned vehicles, servicing of all makes and models will remain the same as it currently is. There is no change in operations associated with this change and we do not anticipate any additional impact to the surrounding residences or businesses. Exterior materials are changing and provide a more a more natural material in changing some items to slate from an aluminum cladding material, the existing fascia material is also being changed to harmonize with the slate material. The existing brick base is remaining. Landscaping is being updated and enhanced especially along the front of the water detention structure wall along Lindbergh Blvd.

Creve Coeur
Service

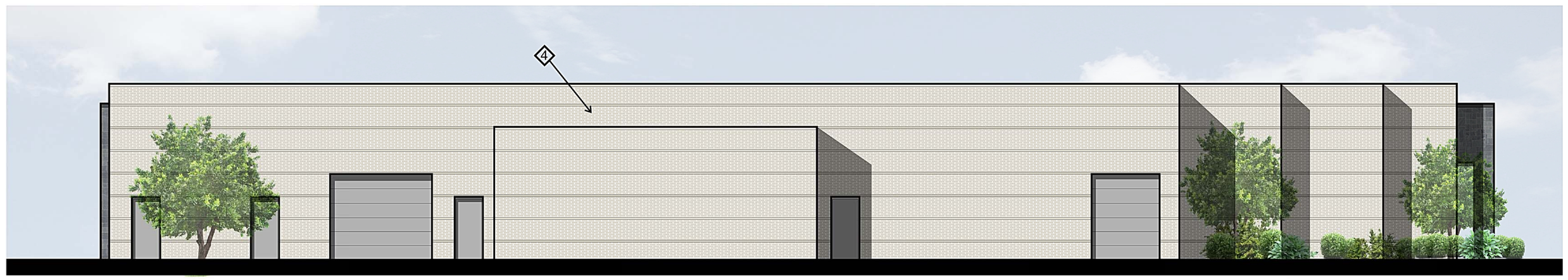


WEST ELEVATION

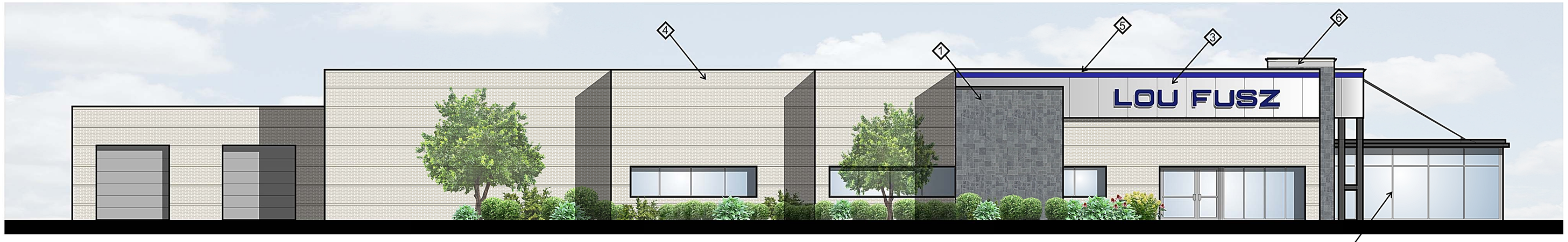
#	SURFACE	MATERIAL	FINISH
1	TOWER	SLATE	Camara, Shadow Grey, 1/4" min. thickness, natural cleft face.
2	STOREFRONT	ALUMINUM	Existing Clear Anodized to remain
3	FASCIA	ACM	Color: Silver Metallic
4	WALLS	BRICK	Existing Brick to remain
5	EXTERIOR METAL TRIM CAP (ABOVE ACM)	PREFINISHED STEEL OR ALUMINUM PANEL	Angled top cap to be Silver Metallic Vertical Panel to be Award Blue
6	EXTERIOR METAL TRIM CAP (ABOVE ICON TOWER)	PREFINISHED STEEL OR ALUMINUM PANEL	Angled top cap to be Silver Metallic Vertical Panel to be Silver Metallic



SOUTH ELEVATION



EAST ELEVATION



NORTH ELEVATION

LOU FUSZ SUBARU

CREVE COEUR,MO

Exterior Elevations

S.J. Hollander Architect P.C.
Stephan J. Hollander, AIA
519 First Capitol Drive
St. Charles, Missouri 63301
Phone: (636) 947-4140 Fax: (636) 947-7195

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BILL NO. 5311 ORDINANCE NO. 5194

AN ORDINANCE REPEALING ORDINANCE NUMBER 1921 AND APPROVING A NEW CONDITIONAL USE PERMIT FOR AN AUTOMOTIVE DEALERSHIP PURSUANT TO SECTION 405.360(C)OF THE CITY OF CREVE COEUR'S CODE OF ORDINANCES FOR THE LOU FUSZ FIAT LOCATED WITHIN THE "GC" GENERAL COMMERCIAL BUSINESS DISTRICT AT 900 N. LINDBERGH BOULEVARD

WHEREAS, application was made by Stephen Hollander, of SJ Hollander Architect, on behalf of Lou Fusz Automotive, to amend the conditional use permit for building and landscape improvements to the existing building located at 900 N. Lindbergh Boulevard, in the "GC" General Commercial District; and

WHEREAS, under Section 405.360(C)(6)(a), motor vehicle dealers (new or new and used) in the "GC", commercial zoning district require the issuance of a conditional use permit as provided in Section 405.1070, Conditional Use Permits; and

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Monday, April 4, 2011, beginning at 7:00 p.m. or immediately following the close of the previous public hearing, on said application for the conditional use permit as provided by Section 405.1070(D)(3); 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 improvements, subject to the conditions contained herein, at its meeting on Monday, May 16, 2011; 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:

BILL NO. 5311 ORDINANCE NO. 5194

Section 1: Ordinance 1921 authorizing a conditional use permit located at 900 N. Lindbergh Boulevard is hereby repealed.

Section 2: A Conditional Use Permit is authorized for an Automotive Dealership pursuant to Section 405.360(C) in the "GC" General Commercial zoning district whose legal description is as follows:

A parcel of ground in Section 1, township 45 North, Range 5 East, St. Louis County Missouri; said parcel being more particularly described as follows: Beginning at the point of intersection of the southern line of Olive Street Road, 60 feet wide, with the eastern line of property described in deed to Comfort Printing & stationary Co., recorded in Book 5164, Page 443, St. Louis County Record's Office; thence S 1°15' W 200.00 feet along the eastern line of said Comfort property, to the northern line of property described in deed to the State of Missouri, recorded in Book 3925, Page 369, St. Louis County Record's Office; thence in a generally westwardly and northwardly direction along the northern and eastern line of said State of Missouri property, the following courses and distances: N 88°10' W 274.78 feet, N 36°49'35" W 32.02 feet, N 1°50' E 225.00 feet and N 56°31'50" E 64.53 feet, to the southern line of said Olive Street Road, to the point of beginning, and containing 72,595 Square Feet, or 1.6665 acres.

A tract of land in the North 1/2 of Section 1, Township 45 North, Range 5 East, St. Louis County, Missouri, and described as follows: Beginning at a point in the southern line of Old Olive Street Road, being the northwest corner of property conveyed to George M. Schaeffer and wife, by deed recorded in Book 525, Page 520 of the St. Louis County Records; thence along the west line of Schaeffer's property, South 1 degree 15 minutes West 427.29 feet to a point; thence South 89 degrees 11 minutes East 116.00 feet to a point; thence North 1 degree 15 minutes East, 379.63 feet, more or less, to a point in the southern line of old Olive Street Road; thence along the southern line of said road, North 66 degrees 47 minutes West, 125.06 feet, more or less, to a point of beginning

SECTION 3: The issuance of this conditional use permit and the operation and maintenance of said facilities provided for by this ordinance shall be subject to all ordinances, rules and regulations of the City of Creve Coeur and the following conditions:

1. The Conditional Use Permit is for the operation of an automobile sales facility for use by Lou Fusz Automotive Network, for the Fiat franchise and/or additional users as approved by the City of Creve Coeur.
2. The site shall be developed and maintained in conformance with the building elevations prepared by SJ Hollander Architects last dated May 10, 2011 and the Landscape Plan dated April 28, 2011 (attached as Exhibit 1).
3. An underground irrigation system shall be installed and maintained to serve all green and landscaped areas identified on the Landscape Plan dated, April 28, 2011.
4. Vegetation that is totally or predominantly dead and/or disfigured due to disease or injury shall be replaced as needed and in a prompt and workmanlike manner as dictated by accepted horticultural standards.
5. The applicant shall submit a sign application for approval of all signs.

BILL NO. 5311 ORDINANCE NO. 5194

6. All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code.
7. The owner of the property shall address all outstanding property maintenance violations on the property to the satisfaction of the Chief Building Official prior to the issuance of any final Certificate of Occupancy for the automotive dealership permitted by this ordinance.
8. The hours of operation shall not exceed 7:00 A.M. to 9:30 P.M. Monday, Wednesday, and Friday; 7:00 A.M. to 6:30 P.M. Tuesday, Thursday, and Saturday.
9. The use of outdoor speakers for the amplification of music or spoken word shall be prohibited.
10. Parking of automobiles shall be limited to one automobile per designated parking space.
11. The storage or repair of collision damaged or inoperable vehicles shall not occur on the subject property.
12. The number of new automobiles and/or certified automobiles with a manufacturer's warranty shall not, at any time, be less than sixty percent (60%) of the total number of automobiles available for purchase on site.
13. 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.
14. A copy of all herein conditions shall be furnished by the owner or petitioner to the operator(s) and managers, including successive operator(s), owner(s) and manager(s) who shall forward to the Zoning Administrator an acknowledgement that he or she has read and understood all conditions and agrees to comply therewith.
15. Failure to comply with any one or all of the conditions of this permit shall be adequate cause for the revocation of said permit by the City Council, provided, however, no permit shall be revoked without prior notice to the owner of the intention of the City Council to revoke this permit and reasonable time granted to the owner to correct or remedy any such breach of conditions, except for repeated breaches or violations.
16. Any transfer of ownership or lease of the property shall include in the transfer or lease agreement a provision that the purchaser or lessee agrees to be bound by the approved Site Development Plan for the property and the conditions herein set forth, and written confirmation thereof signed by the new owner or lessee shall be filed with the City at the time of such transfer or lease. Failure to comply with this provision shall not excuse anyone from these conditions.

Section 4: The City Administrator of the City of Creve Coeur is hereby authorized and directed to issue a Conditional Use Permit in accordance with the provisions of this ordinance, said permit to expressly provide for the conditions and stipulations hereinabove set out in Section 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.

BILL NO. 5311 ORDINANCE NO. 5794

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

ADOPTED THIS 13 DAY OF June, 2011.

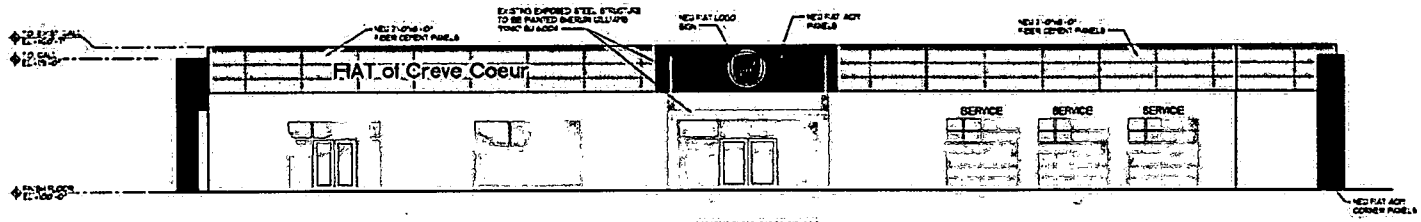
TARA NEALEY
PRESIDENT OF CITY COUNCIL

APPROVED THIS 13 DAY OF June, 2011.

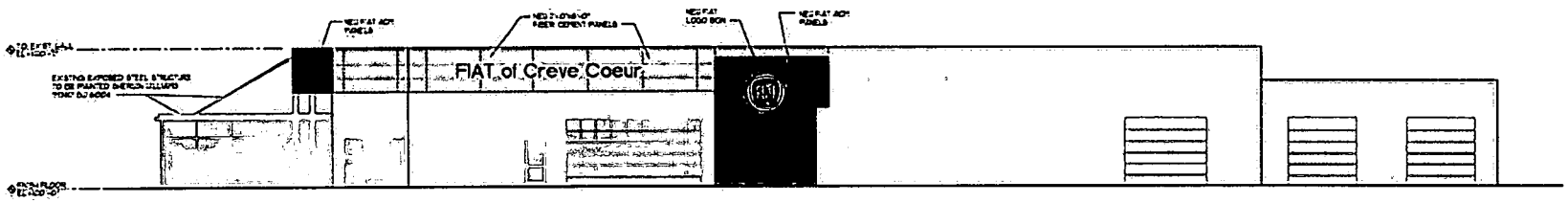
HAROLD DIELMANN
MAYOR

ATTEST:

DEBORAH RYAN, MRCC
CITY CLERK



WEST ELEVATION



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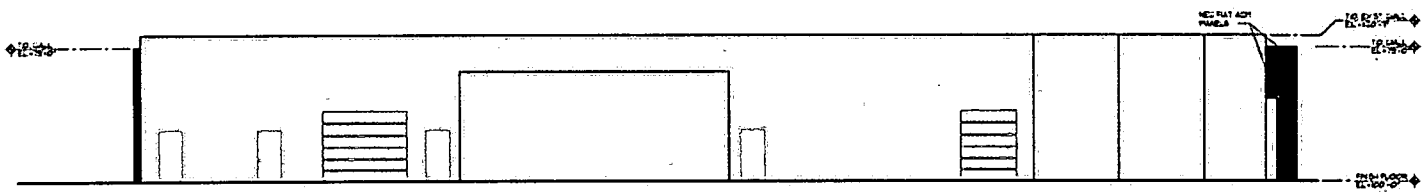

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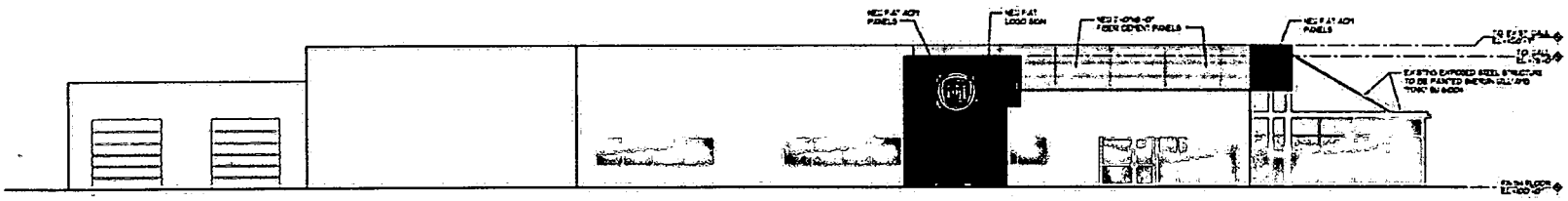

NORTH ELEVATION

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Lou Fusz FIAT

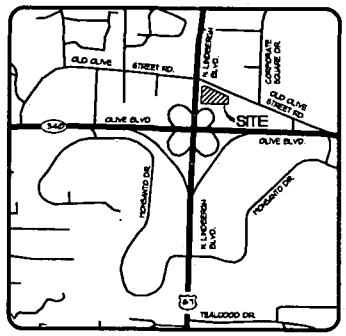
900 N. Lindbergh Creve Coeur, MO 63141

S.J. Hollander Architect P.C.

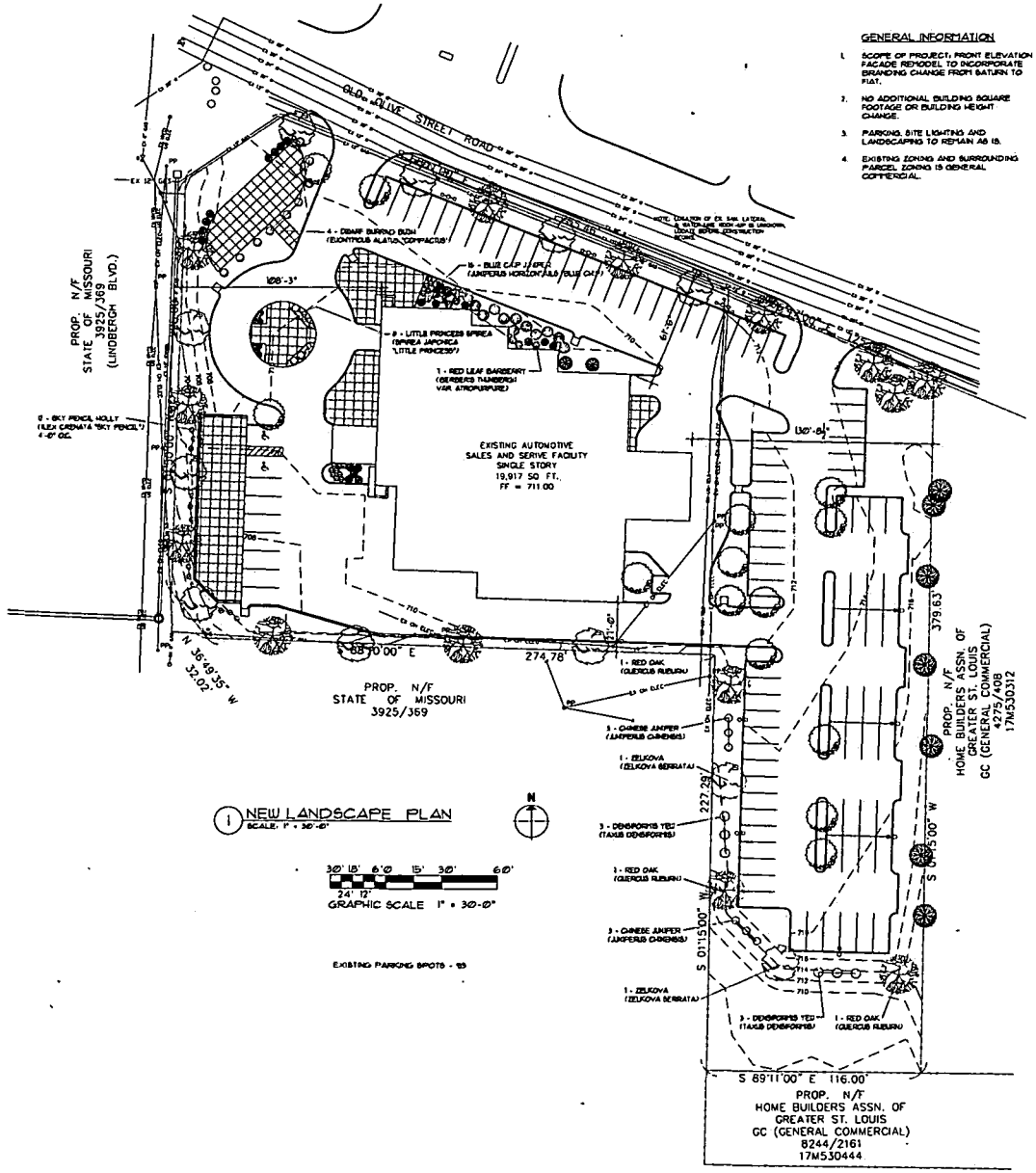
Exhibit 1:

LEGAL DESCRIPTION: A parcel of ground in Section 1, Township 45 North, Range 5 East, St. Louis County, Missouri; said parcel being more particularly described as follows: BEGINNING at the point of intersection of the southern line of Olive Street Road, 60 feet wide, with the eastern line of property described in deed to Comfort Printing & Stationery Co., recorded in Book 3164, Page 443, St. Louis County Recorder's Office; thence S 1°15' W 200.00 feet along the eastern line of said Comfort property, to the northern line of property described in deed to the State of Missouri, recorded in Book 3925, Page 369, St. Louis County Recorder's Office; thence in a generally easterly and northwardly direction along the northern and eastern line of said State of Missouri property, the following courses and distances: N 88°00' W 274.78 feet, N 36°49' 35" W 32.02 feet, N 1°30' E 379.00 feet and N 36°37'30" E 64.03 feet, to the southern line of said Olive Street Road; thence S 68°11' E 259.46 feet along the southern line of said Olive Street Road, to the point of beginning, and containing 73,955 Square Feet, or 1.6669 Acres

A tract of land in the North 1/2 of Section 1, Township 45 North, Range 5 East, St. Louis County, Missouri, and described as follows: Beginning at a point in the southern line of Old Olive Street Road, being the northeast corner of property conveyed to George M. Schaefer and wife, by deed recorded in Book 929, Page 520 of the St. Louis County Records; thence along the east line of Schaefer's property, South 1 degrees 15 minutes West 421.29 feet to a point; thence South 89 degrees 11 minutes East 116.00 feet to a point; thence North 1 degrees 15 minutes East, 379.63 feet, more or less, to a point in the southern line of Old Olive Street Road; thence along the southern line of said road, North 68 degrees 41 minutes West, 125.06 feet, more or less, to the point of beginning.



2 LOCATION MAP
SCALE: NTS



1 NEW LANDSCAPE PLAN
SCALE: 1" = 30'-0"

GENERAL INFORMATION

1. SCOPE OF PROJECT: FRONT ELEVATION FACADE REMODEL TO INCORPORATE BRANDING CHANGE FROM SATURN TO FIAT.
2. NO ADDITIONAL BUILDING SQUARE FOOTAGE OR BUILDING HEIGHT CHANGE.
3. PARKING, SITE LIGHTING AND LANDSCAPING TO REMAIN AS IS.
4. EXISTING ZONING AND SURROUNDING PARCEL ZONING IS GENERAL COMMERCIAL.

THIS DRAWING CONTAINS PROPRIETARY INFORMATION BELONGING TO S.J. HOLLANDER ARCHITECT, P.C., ANY REPRODUCTION OR UNAUTHORIZED USE IS STRICTLY PROHIBITED, EXCEPT WITH PRIOR WRITTEN CONSENT OF THE ARCHITECT.
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Building Exterior Remodel for:
Lou Fusz Fiat
900 N. Lindbergh
Creve Coeur, MO 63141

PROJECT NO.
210047

REVISIONS

NO.	DATE	ITEM

S.J. Hollander Architect P.C.
Stephen J. Hollander, AIA
338 Fleet Capitol Drive
Chesterfield, Missouri 63005
Phone (636) 947-4140
Fax (636) 947-7785

DATE
Febuary 24, 2011

SHEET TITLE
Site Plan

SHEET NO.
C1.0

BILL NUMBER 1931

ORDINANCE NUMBER 1873

AN ORDINANCE AUTHORIZING THE ISSUANCE OF A CONDITIONAL USE PERMIT FOR AN AUTOMOBILE SALES FACILITY TO BE LOCATED AT 900 N. LINDBERGH BOULEVARD IN THE "GC" GENERAL COMMERCIAL DISTRICT, SUBJECT TO CONDITIONS SET FORTH HEREIN.

WHEREAS, APPLICATION WAS MADE BY LOU FUSZ AUTOMOTIVE NETWORK FOR A CONDITIONAL USE PERMIT TO OPERATE AN AUTOMOBILE SALES FACILITY TO BE LOCATED AT 900 N. LINDBERGH BOULEVARD, IN THE "GC" GENERAL COMMERCIAL DISTRICT, AND

WHEREAS, THE PLANNING AND ZONING COMMISSION RECOMMENDED APPROVAL OF SAID APPLICATION, AND

WHEREAS, A PUBLIC HEARING WAS HELD BY THE CITY COUNCIL ON MONDAY, June 23 , 1997 AT 7:30 P.M. OR IMMEDIATELY FOLLOWING THE CLOSE OF THE PREVIOUS PUBLIC HEARING, ON SAID APPLICATION FOR THE CONDITIONAL USE PERMIT AS PROVIDED BY ARTICLE VIII, SECTION 26-114 OF ORDINANCE NO. 1044 OF THE CITY OF CREVE COEUR, AND

WHEREAS, NOTICE OF PUBLICATION FOR SAID PUBLIC HEARING HAD BEEN PREVIOUSLY PUBLISHED ON June 5 , 1997 IN THE ST. LOUIS COUNTIAN AND ON June 16 , 1997 IN THE WEST COUNTY JOURNAL, NEWSPAPERS OF GENERAL CIRCULATION IN THE CITY OF CREVE COEUR, 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 THREE TIMES BEFORE FINAL PASSAGE BY THE CITY COUNCIL, AND

WHEREAS, THE CITY COUNCIL BEING FULLY INFORMED FINDS THAT THE GRANTING OF THE APPLICATION WOULD BE IN HARMONY WITH AND BEAR A SUBSTANTIAL RELATION TO THE PUBLIC WELFARE, HEALTH, SAFETY, COMFORT AND CONVENIENCE OF THE CITIZENS OF THE CITY OF CREVE COEUR AND IN THE PUBLIC INTEREST AND IN CONFORMANCE WITH GOOD ZONING PRACTICE.

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

SECTION 1: THE CITY COUNCIL HEREBY DETERMINES AND FINDS THAT THE ISSUANCE OF A CONDITIONAL USE PERMIT BY THE CITY ADMINISTRATOR AS REQUESTED BY LOU FUSZ AUTOMOTIVE NETWORK IN THEIR APPLICATION FOR A CONDITIONAL USE PERMIT ON THE HEREINAFTER DESCRIBED PROPERTY WILL CONFORM AND COMPLY WITH THE REQUIRED STANDARDS FOR CONDITIONAL USE PERMITS AS SET FORTH IN SECTION 26-114.5 AND STANDARDS FOR ROOF MOUNTED COMMUNICATIONS EQUIPMENT IN SECTION 26-88 BOTH OF ORDINANCE NO. 1044 AND THEREFORE A CONDITIONAL USE PERMIT IS HEREBY AUTHORIZED FOR THE OPERATION OF AN AUTOMOBILE SALES FACILITY ON THE FOLLOWING DESCRIBED PROPERTY IN THE "GC" GENERAL COMMERCIAL DISTRICT:

A PARCEL OF GROUND IN SECTION 1, TOWNSHIP 45 NORTH, RANGE 5 EAST, ST. LOUIS COUNTY, MISSOURI; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHERN LINE OF OLIVE STREET ROAD, 60 FEET WIDE, WITH THE EASTERN LINE OF PROPERTY DESCRIBED IN DEED TO COMFORT PRINTING & STATIONERY CO., RECORDED IN BOOK 5164, PAGE 443, ST. LOUIS COUNTY RECORDER'S OFFICE; THENCE SOUTH 1 DEGREE 15 MINUTES WEST 200.00 FEET ALONG THE EASTERN LINE OF SAID COMFORT PROPERTY, TO THE NORTHERN LINE OF PROPERTY DESCRIBED IN DEED TO THE STATE OF MISSOURI, RECORDED IN BOOK 3925, PAGE 369, ST. LOUIS COUNTY RECORDER'S OFFICE; THENCE IN A GENERALLY WESTWARDLY AND NORTHWARDLY DIRECTION ALONG THE NORTHERN AND EASTERN LINE OF SAID STATE OF MISSOURI PROPERTY, THE FOLLOWING COURSES AND DISTANCES: NORTH 88 DEGREES 10 MINUTES WEST 274.78 FEET, NORTH 36 DEGREES 49 MINUTES 35 SECONDS WEST 32.02 FEET, NORTH 1 DEGREE 50 MINUTES EAST 225.00 FEET AND NORTH 56 DEGREES 31 MINUTES 50 SECONDS EAST 64.53 FEET, TO THE SOUTHERN LINE OF SAID OLIVE STREET ROAD; THENCE SOUTH 68 DEGREES 11 MINUTES EAST 255.46 FEET ALONG THE SOUTHERN LINE OF SAID OLIVE STREET ROAD, TO THE POINT OF BEGINNING, AND CONTAINING 72,595 SQUARE FEET, OF 1.6665 ACRES.

SECTION 2: THE ISSUANCE OF THIS CONDITIONAL USE PERMIT AND THE OPERATION AND MAINTENANCE OF SAID FACILITIES PROVIDED FOR BY THIS ORDINANCE SHALL BE SUBJECT TO ALL ORDINANCES, RULES AND REGULATIONS OF THE CITY OF CREVE COEUR AND THE FOLLOWING CONDITIONS:

1. THE CONDITIONAL USE PERMIT IS FOR THE OPERATION OF AN AUTOMOBILE SALES FACILITY FOR USE BY LOU FUSZ AUTOMOTIVE NETWORK, AND/OR ADDITIONAL USERS AS APPROVED BY THE CITY OF CREVE COEUR.

2. THE DEVELOPMENT OF THE AUTOMOBILE SALES FACILITY SHALL BE IN ACCORDANCE WITH THE PLANS PREPARED BY MUSLER ENGINEERING COMPANY DATED JUNE 10, 1997 AND APPROVED BY THE CREVE COEUR CITY COUNCIL OR AS FURTHER REVISED AND APPROVED BY THE CITY OF CREVE COEUR.

3. THE HOURS OF OPERATION SHALL NOT EXCEED 9:00 A.M. TO 9:30 P.M. MONDAY THROUGH FRIDAY AND 9:00 A.M. TO 6:00 P.M. ON SATURDAY.

4. THE STORAGE OR REPAIR OF DAMAGED VEHICLES SHALL NOT OCCUR ON THE SUBJECT PROPERTY.

5. SIGNS FOR THE AUTOMOBILE SALES FACILITY MUST BE IN CONFORMANCE WITH THE CITY'S SIGN ORDINANCE.

6. NO PENNANTS, FRINGE, LIGHTS, PIN WHEELS OR OTHER SIMILAR DEVICES FOR ATTRACTING ATTENTION MAY BE DISPLAYED AT ANY TIME IN CONNECTION WITH THE OPERATION OF THIS BUSINESS.

7. AN UNDERGROUND IRRIGATION SYSTEM SHALL BE INSTALLED TO SERVE ALL GREEN AND/OR LANDSCAPED AREAS IDENTIFIED ON THE SITE DEVELOPMENT PLAN.

8. THE USE OF OUTDOOR SPEAKERS FOR THE AMPLIFICATION OF MUSIC OR SPOKEN WORD SHALL BE PROHIBITED.

9. THE PERCENTAGE OF USED OR PRE-OWNED AUTOMOBILES FOR PURCHASE SHALL NOT EXCEED TWENTY PERCENT (20%) OF THE TOTAL NUMBER OF NEW AUTOMOBILES AVAILABLE FOR PURCHASE ON SITE.

10. A COPY OF ALL HEREIN ATTACHED CONDITIONS SHALL BE FURNISHED BY THE OWNER OR PETITIONER TO THE OPERATOR(S) OR MANAGER(S), INCLUDING SUCCESSIVE OPERATOR(S), OWNER(S) OR MANAGER(S) WHO SHALL FORWARD TO THE ZONING ADMINISTRATOR AN ACKNOWLEDGEMENT THAT HE OR SHE HAS READ AND UNDERSTOOD EACH OF THESE CONDITIONS AND AGREES TO COMPLY THEREWITH.

11. ANY FUTURE ENLARGEMENT OR ALTERATION IN THE USE OF THE STRUCTURE 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 OR ALTERATION MAY BE ISSUED.

12. ALL CONDITIONS CONTAINED WITHIN THIS PERMIT SHALL BE POSTED UPON THE PROPERTY IN SUCH A MANNER THAT IT IS VISIBLE TO THE PUBLIC AND TO THE OPERATION OF SAID FACILITY.

13. 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 REASONABLE NOTICE TO THE OWNER OF THE INTENTION OF THE CITY COUNCIL TO REVOKE, AND REASONABLE TIME GRANTED TO THE OWNER TO CORRECT ANY SUCH BREACH OF CONDITION, EXCEPT FOR REPEATED BREACHES.

14. 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 NOT EXCEEDING ONE HUNDRED AND EIGHTY (180) DAYS EACH, UPON WRITTEN APPLICATION, WITHOUT NOTICE OR HEARING.

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.

SECTION 4: THIS ORDINANCE SHALL BECOME EFFECTIVE AT THE EXPIRATION OF FIFTEEN (15) DAYS AFTER ADOPTION BY THE CITY COUNCIL AND THE SIGNING THEREOF BY THE MAYOR.

ADOPTED BY CITY COUNCIL THIS 14 DAY OF July, 1997.

David O. Kreuter
DAVID KREUTER
CITY COUNCIL PRESIDENT

APPROVED THIS 14 DAY OF July, 1997.

Annette Kolis Mandel
ANNETTE KOLIS MANDEL
MAYOR

ATTEST:

LaVerne Collins
LaVERNE COLLINS, CMC
CITY CLERK

111/217

BILL NUMBER 1983

ORDINANCE NUMBER 1921

AN ORDINANCE AUTHORIZING THE ISSUANCE OF A CONDITIONAL USE PERMIT FOR AN AUTOMOBILE SALES FACILITY TO BE LOCATED AT 900 N. LINDBERGH BOULEVARD IN THE "GC" GENERAL COMMERCIAL DISTRICT, SUBJECT TO CONDITIONS SET FORTH HEREIN.

WHEREAS, APPLICATION WAS MADE BY LOU FUSZ AUTOMOTIVE NETWORK FOR A CONDITIONAL USE PERMIT TO OPERATE AN AUTOMOBILE SALES FACILITY TO BE LOCATED AT 900 N. LINDBERGH BOULEVARD, IN THE "GC" GENERAL COMMERCIAL DISTRICT, AND

WHEREAS, THE PLANNING AND ZONING COMMISSION RECOMMENDED APPROVAL OF SAID APPLICATION, AND

WHEREAS, A PUBLIC HEARING WAS HELD BY THE CITY COUNCIL ON MONDAY, FEBRUARY 9, 1998 AT 7:30 P.M. OR IMMEDIATELY FOLLOWING THE CLOSE OF THE PREVIOUS PUBLIC HEARING, ON SAID APPLICATION FOR THE CONDITIONAL USE PERMIT AS PROVIDED BY ARTICLE VIII, SECTION 26-114 OF ORDINANCE NO. 1044 OF THE CITY OF CREVE COEUR, AND

WHEREAS, NOTICE OF PUBLICATION FOR SAID PUBLIC HEARING HAD BEEN PREVIOUSLY PUBLISHED ON JANUARY 22, 1998 IN THE ST. LOUIS COUNTIAN AND ON FEBRUARY 2, 1998 IN THE WEST COUNTY JOURNAL, NEWSPAPERS OF GENERAL CIRCULATION IN THE CITY OF CREVE COEUR, 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 THREE TIMES BEFORE FINAL PASSAGE BY THE CITY COUNCIL, AND

WHEREAS, THE CITY COUNCIL BEING FULLY INFORMED FINDS THAT THE GRANTING OF THE APPLICATION WOULD BE IN HARMONY WITH AND BEAR A SUBSTANTIAL RELATION TO THE PUBLIC WELFARE, HEALTH, SAFETY, COMFORT AND CONVENIENCE OF THE CITIZENS OF THE CITY OF CREVE COEUR AND IN THE PUBLIC INTEREST AND IN CONFORMANCE WITH GOOD ZONING PRACTICE.

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

SECTION 1: THE CITY COUNCIL HEREBY DETERMINES AND FINDS THAT THE ISSUANCE OF A CONDITIONAL USE PERMIT BY THE CITY ADMINISTRATOR AS REQUESTED BY LOU FUSZ AUTOMOTIVE NETWORK IN ITS APPLICATION FOR A CONDITIONAL USE PERMIT ON THE HEREINAFTER DESCRIBED PROPERTY WILL CONFORM AND COMPLY WITH THE REQUIRED STANDARDS FOR CONDITIONAL USE PERMITS AS SET FORTH IN SECTION 26-114.5 OF ORDINANCE NUMBER 1044 AND THEREFORE A CONDITIONAL USE PERMIT IS HEREBY AUTHORIZED FOR THE OPERATION OF AN AUTOMOBILE SALES FACILITY ON THE FOLLOWING DESCRIBED PROPERTY IN THE "GC" GENERAL COMMERCIAL DISTRICT:

A PARCEL OF GROUND IN SECTION 1, TOWNSHIP 45 NORTH, RANGE 5 EAST, ST. LOUIS COUNTY, MISSOURI; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHERN LINE OF OLIVE STREET ROAD, 60 FEET WIDE, WITH THE EASTERN LINE OF PROPERTY DESCRIBED IN DEED TO COMFORT PRINTING & STATIONERY CO., RECORDED IN BOOK 5164, PAGE 443, ST. LOUIS COUNTY RECORDER'S OFFICE; THENCE SOUTH 1 DEGREE 15 MINUTES WEST 200.00 FEET ALONG THE EASTERN LINE OF SAID COMFORT PROPERTY, TO THE NORTHERN LINE OF PROPERTY DESCRIBED IN DEED TO THE STATE OF MISSOURI, RECORDED IN BOOK 3925, PAGE 369, ST. LOUIS COUNTY RECORDER'S OFFICE; THENCE IN A GENERALLY WESTWARDLY AND NORTHWARDLY DIRECTION ALONG THE NORTHERN AND EASTERN LINE OF SAID STATE OF MISSOURI PROPERTY, THE FOLLOWING COURSES AND DISTANCES: NORTH 88 DEGREES 10 MINUTES WEST 274.78 FEET, NORTH 36 DEGREES 49 MINUTES 35 SECONDS WEST 32.02 FEET, NORTH 1 DEGREE 50 MINUTES EAST 225.00 FEET AND NORTH 56 DEGREES 31 MINUTES 50 SECONDS EAST 64.53 FEET, TO THE SOUTHERN LINE OF SAID OLIVE STREET ROAD; THENCE SOUTH 68 DEGREES 11 MINUTES EAST 255.46 FEET ALONG THE SOUTHERN LINE OF SAID OLIVE STREET ROAD, TO THE POINT OF BEGINNING, AND CONTAINING 72,595 SQUARE FEET, OF 1.6665 ACRES, AND

A TRACT OF LAND IN THE NORTH 1/2 OF SECTION 1, TOWNSHIP 45 NORTH, RANGE 5 EAST, ST. LOUIS COUNTY, MISSOURI, AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTHERN LINE OF OLD OLIVE STREET ROAD, BEING THE NORTHWEST CORNER OF PROPERTY CONVEYED TO GEORGE M. SCHAEFFER AND WIFE, BY DEED RECORDED IN BOOK 525 PAGE 520 OF THE ST. LOUIS COUNTY RECORDS; THENCE ALONG THE WEST LINE OF SCHAEFFER'S PROPERTY, SOUTH 1 DEGREE 15 MINUTES WEST 427.29 FEET TO A POINT;

THENCE SOUTH 89 DEGREES 11 MINUTES EAST 116.00 FEET TO A POINT; THENCE NORTH 1 DEGREE 15 MINUTES EAST, 379.63 FEET, MORE OR LESS, TO A POINT IN THE SOUTHERN LINE OF OLD OLIVE STREET ROAD; THENCE ALONG THE SOUTHERN LINE OF SAID ROAD, NORTH 66 DEGREES 47 MINUTES WEST, 125.06 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SECTION 2: THE ISSUANCE OF THIS CONDITIONAL USE PERMIT AND THE OPERATION AND MAINTENANCE OF SAID FACILITIES PROVIDED FOR BY THIS ORDINANCE SHALL BE SUBJECT TO ALL ORDINANCES, RULES AND REGULATIONS OF THE CITY OF CREVE COEUR AND THE FOLLOWING CONDITIONS:

1. THE CONDITIONAL USE PERMIT IS FOR THE OPERATION OF AN AUTOMOBILE SALES FACILITY FOR USE BY LOU FUSZ AUTOMOTIVE NETWORK AND/OR ADDITIONAL USERS AS APPROVED BY THE CITY OF CREVE COEUR.

2. THE DEVELOPMENT OF THE AUTOMOBILE SALES FACILITY SHALL BE IN ACCORDANCE WITH THE REVISED PLANS PREPARED BY MUSLER ENGINEERING COMPANY DATED NOVEMBER 21, 1997 AND APPROVED BY THE CREVE COEUR CITY COUNCIL OR AS FURTHER REVISED AND APPROVED BY THE CITY OF CREVE COEUR.

3. THE HOURS OF OPERATION SHALL NOT EXCEED 7:00 A.M. TO 9:30 P.M. MONDAY, WEDNESDAY, AND FRIDAY; 7:00 A.M. TO 6:30 P.M. TUESDAY AND THURSDAY; AND 9:00 A.M. TO 6:00 P.M. ON SATURDAY.

4. THE STORAGE OR REPAIR OF DAMAGED OR INOPERABLE VEHICLES SHALL NOT OCCUR ON THE SUBJECT PROPERTY.

5. ALL SIGNS FOR THE AUTOMOBILE SALES FACILITY MUST BE IN CONFORMANCE WITH THE CITY'S SIGN ORDINANCE.

6. NO PENNANTS, FRINGE, LIGHTS, PIN WHEELS OR OTHER SIMILAR DEVICES FOR ATTRACTING ATTENTION MAY BE DISPLAYED AT ANY TIME IN CONNECTION WITH THE OPERATION OF THIS BUSINESS.

7. AN UNDERGROUND IRRIGATION SYSTEM SHALL BE INSTALLED AND MAINTAINED TO SERVE ALL GREEN AND/OR LANDSCAPED AREAS IDENTIFIED ON THE SITE DEVELOPMENT PLAN.

8. THE USE OF OUTDOOR SPEAKERS FOR THE AMPLIFICATION OF MUSIC OR SPOKEN WORD SHALL BE PROHIBITED.

9. THE NUMBER OF NEW AUTOMOBILES AND/OR CERTIFIED AUTOMOBILES WITH A MANUFACTURER'S WARRANTY SHALL NOT, AT ANY TIME, BE LESS THAN EIGHTY PERCENT (80%) OF THE TOTAL NUMBER OF AUTOMOBILES AVAILABLE FOR PURCHASE ON SITE.

10. A COPY OF ALL HEREIN ATTACHED CONDITIONS SHALL BE FURNISHED BY THE OWNER OR PETITIONER TO THE OPERATOR(S) OR MANAGER(S), INCLUDING SUCCESSIVE OPERATOR(S), OWNER(S) OR MANAGER(S) WHO SHALL FORWARD TO THE ZONING ADMINISTRATOR AN ACKNOWLEDGEMENT THAT HE OR SHE HAS READ AND UNDERSTOOD EACH OF THESE CONDITIONS AND AGREES TO COMPLY THEREWITH.

11. ANY FUTURE ENLARGEMENT OR ALTERATION IN THE USE OF THE STRUCTURE 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 OR ALTERATION MAY BE ISSUED.

12. ALL CONDITIONS CONTAINED WITHIN THIS PERMIT SHALL BE POSTED UPON THE PROPERTY IN SUCH A MANNER THAT IT IS VISIBLE TO THE PUBLIC AND TO THE OPERATION OF SAID FACILITY.

13. 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 REASONABLE NOTICE TO THE OWNER OF THE INTENTION OF THE CITY COUNCIL TO REVOKE AND REASONABLE TIME GRANTED TO THE OWNER TO CORRECT ANY SUCH BREACH OF CONDITION, EXCEPT FOR REPEATED BREACHES.

14. 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 NOT EXCEEDING ONE HUNDRED AND EIGHTY (180) DAYS EACH, UPON WRITTEN APPLICATION FILED AND GRANTED PRIOR TO THE EXPIRATION OF THE CONDITIONAL USE PERMIT PERIOD.

15. PARKING OF AUTOMOBILES SHALL BE LIMITED TO ONE AUTOMOBILE PER DESIGNATED PARKING SPACE.

16. THE PROPOSED BUILDING SHALL BE, AT A MINIMUM, CONSTRUCTED ON THREE SIDES (NORTH, SOUTH AND WEST) WITH BRICK MASONRY.

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.

SECTION 4: THIS ORDINANCE SHALL BECOME EFFECTIVE AT THE EXPIRATION OF FIFTEEN (15) DAYS AFTER ADOPTION BY THE CITY COUNCIL AND THE SIGNING THEREOF BY THE MAYOR.

ADOPTED BY CITY COUNCIL THIS 23 DAY OF February, 1998.

DAVID KREUTER
CITY COUNCIL PRESIDENT

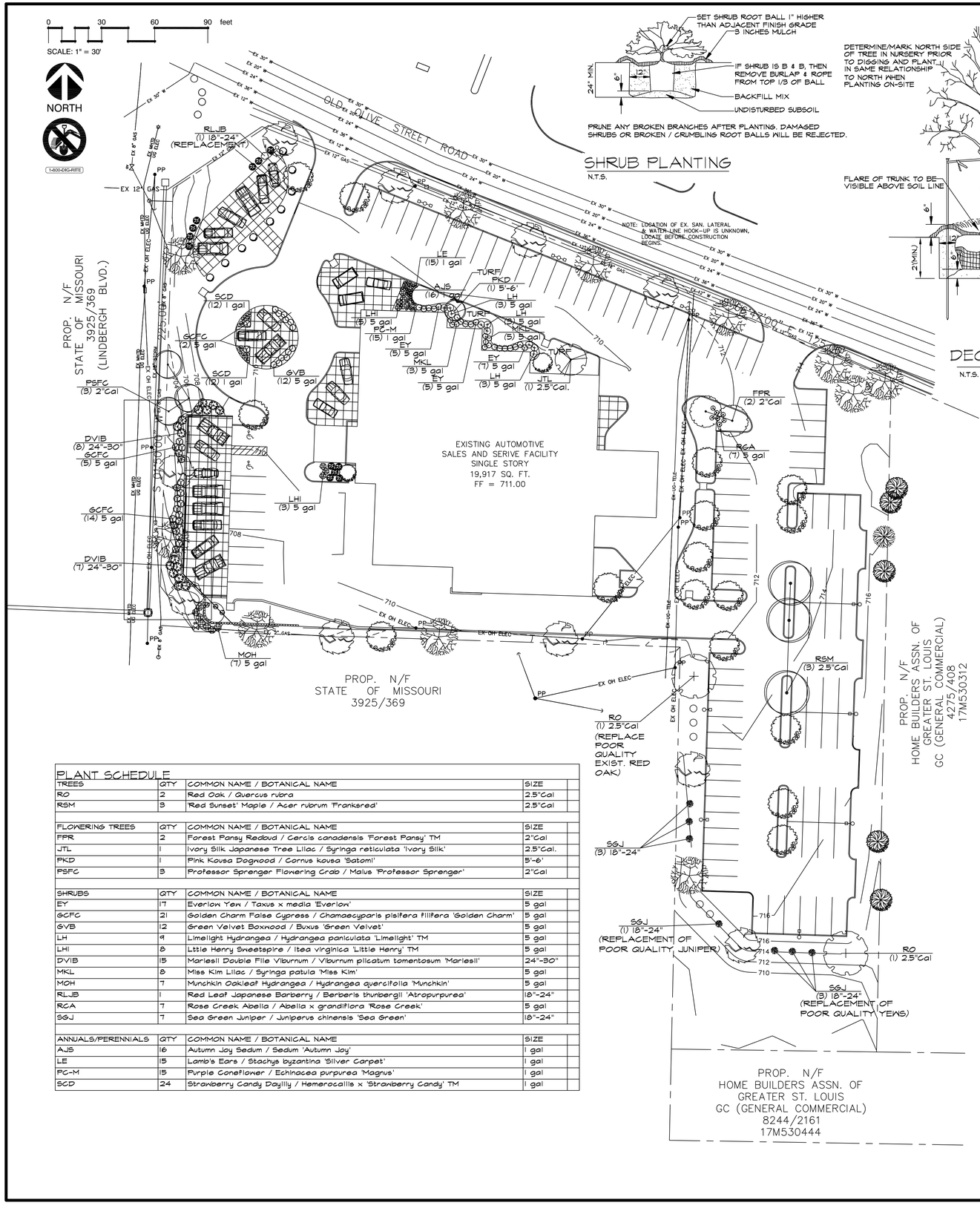
APPROVED THIS 23 DAY OF February, 1998.

ANNETTE KOLIS MANDEL
MAYOR

ATTEST:

LaVERNE COLLINS, CMC
CITY CLERK

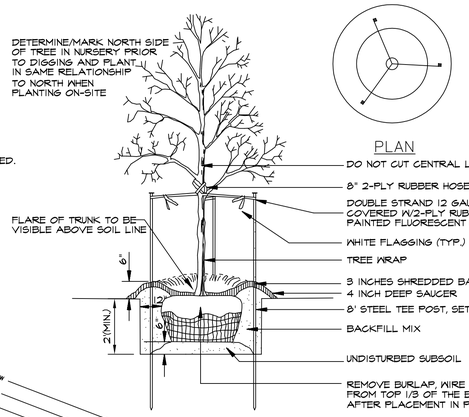
105/220



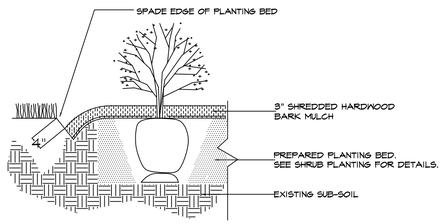
SHRUB PLANTING
N.T.S.

PRUNE ANY BROKEN BRANCHES AFTER PLANTING. DAMAGED SHRUBS OR BROKEN / CRUMBLING ROOT BALLS WILL BE REJECTED.

DECIDUOUS TREE PLANTING
N.T.S.



SPADE-CUT EDGE DETAIL
N.T.S.



PLANT SCHEDULE

TREES	QTY	COMMON NAME / BOTANICAL NAME	SIZE
RO	2	Red Oak / Quercus rubra	2.5"Cal
RSM	3	'Red Sunset' Maple / Acer rubrum 'Franksred'	2.5"Cal
FLOWERING TREES	QTY	COMMON NAME / BOTANICAL NAME	SIZE
FPR	2	'Forest Pansy Redbud / Cercis canadensis 'Forest Pansy' TM	2"Cal
JTL	1	Ivory Silk Japanese Tree Lilac / Syringa reticulata 'Ivory Silk'	2.5"Cal.
PKD	1	Pink Kousa Dogwood / Cornus kousa 'Satomi'	5'-6'
PSFC	3	Professor Sprenger Flowering Crab / Malus 'Professor Sprenger'	2"Cal
SHRUBS	QTY	COMMON NAME / BOTANICAL NAME	SIZE
EY	17	Everlon Yew / Taxus x media 'Everlon'	5 gal
GCFC	21	Golden Charm False Cypress / Chamaecyparis pisifera Filifera 'Golden Charm'	5 gal
GVB	12	Green Velvet Boxwood / Buxus 'Green Velvet'	5 gal
LH	9	Limelight Hydrangea / Hydrangea paniculata 'Limelight' TM	5 gal
LHI	8	Little Henry Sweetspire / Itea virginica 'Little Henry' TM	5 gal
DVIB	15	Mariesii Double File Viburnum / Viburnum plicatum tomentosum 'Mariesii'	24"-30"
MKL	8	Miss Kim Lilac / Syringa patula 'Miss Kim'	5 gal
MOH	7	Munchkin Oakleaf Hydrangea / Hydrangea quercifolia 'Munchkin'	5 gal
RLJB	1	Red Leaf Japanese Barberry / Berberis thunbergii 'Atropurpurea'	18"-24"
RCA	7	Rose Creek Abelia / Abelia x grandiflora 'Rose Creek'	5 gal
SGJ	7	Sea Green Juniper / Juniperus chinensis 'Sea Green'	18"-24"
ANNUALS/PERENNIALS	QTY	COMMON NAME / BOTANICAL NAME	SIZE
AJS	16	Autumn Joy Sedum / Sedum 'Autumn Joy'	1 gal
LE	15	Lamb's Ears / Stachys byzantina 'Silver Carpet'	1 gal
PC-M	15	Purple Coneflower / Echinacea purpurea 'Magnus'	1 gal
SCD	24	Strawberry Candy Daylily / Hemerocallis x 'Strawberry Candy' TM	1 gal

LANDSCAPE GUIDELINE SPECS:

GENERAL:

1.) All natural vegetation shall be maintained where it does not interfere with construction or the permanent plan of operation. Every effort possible shall be made to protect existing structures or vegetation from damage due to equipment usage. Contractor shall at all times protect all materials and work against injury to public.
2.) The landscape contractor shall be responsible for any coordination and sequencing with other site related work being performed by other contractors. Refer to additional drawings for further coordination of work to be done.
3.) Underground facilities, structures and utilities must be considered approximate only. There may be others not presently known or shown. It shall be the landscape contractor's responsibility to determine or verify the existence of and exact location of the above (Call 1-800-DIG-RITE in Missouri).
4.) Plant material are to be planted in the same relationship to grade as was grown in nursery conditions. All planting beds shall be cultivated to 6" depth minimum and graded smooth immediately before planting of plants. Plant groundcover to within 12" of trunk of trees or shrubs planted within the area.
5.) It shall be the landscape contractor's responsibility to:
A.) Verify all existing and proposed features shown on the drawings prior to commencement of work.
B.) Report all discrepancies found with regard to existing conditions or proposed design to the landscape architect immediately for a decision.
C.) Stake the locations of all proposed plant material and obtain the approval of the owner's representative or landscape architect ten (10) days prior to installation.
6.) Items shown on this drawing take precedence over the material list. It shall be the landscape contractor's responsibility to verify all quantities and conditions prior to implementation of this plan. No substitutions of types or size of plant materials will be accepted without written approval from the landscape architect.
7.) Provide single-stem trees unless otherwise noted in plant schedule.
8.) All plant material shall comply with the recommendations and requirements of ANSI Z60.1 "American Standards for Nursery Stock."
9.) It shall be the contractor's responsibility to provide for inspection of the plant material by the Landscape Architect (or Owners' Representative) prior to acceptance. Inspections may take place before, during or after installation. Plants not conforming exactly to the plant list will not be accepted and shall be replaced at the landscape contractor's expense.
10.) All bids are to have unit prices listed. The Owner has the option to delete any portion of the contract prior to signing the contract or beginning work. This will be a unit price contract; prices shall be valid for 12 months.
11.) Shovel auger equipment be utilized in excavating any plant pits, vertical sides of plant pits shall be thoroughly scarified to avoid creation of "polished side nails" prior to plant material installation.
12.) All excess topsoil, rocks, debris and/or tainted soils shall be removed by the general contractor prior to paint project is turned over to the landscape contractor to commence landscape installation.
13.) Keep all plant material (except turf) a minimum of 36" clear of fire hydrants.
14.) Landscape contractor shall kill & remove all existing weeds within the project site.
15.) All tags, nursery stakes, labels, etc. shall be removed by the landscape contractor at completion of all landscape installation.
16.) Landscape contractor shall be in compliance with all federal, state and local laws / regulations relating to insect infestation and/or plant diseases.

PRUNING:

1.) Lightly prune trees at time of planting. Prune only the crossover limbs, intermingled leaders and/or any broken branches. Some interior twigs and lateral branches may be pruned. However, do not remove the terminal buds of branches that extend to the edge of the crown.
2.) All pruning shall comply with ANSI A300 standards.

INSURANCE:

1.) The landscape contractor shall submit certificates of insurance for workman's compensation and general liability.

MULCH:

1.) All mulch to be shredded oak bark mulch at 3" depth (after compaction) unless otherwise noted. Mulch shall be clean and free of all foreign materials, including weeds, mold, deleterious materials, etc.
2.) No plastic sheeting or filter fabric shall be placed beneath shredded bark mulch beds. Weed fabric shall be used beneath all gravel mulch beds.
3.) Edge all beds with spade-cut edge unless otherwise noted.

MAINTENANCE:

1.) Landscape Contractor shall provide a separate proposal to maintain all plants, shrubs, groundcover, perennials and annuals for a period of 12 months after acceptance.
2.) Contractor shall ensure that only competent and trained personnel shall provide such services and that such services be provided in a timely manner.

TOPSOIL:

1.) Topsoil mix for all proposed landscape plantings shall be five (5) parts well-drained screened organic topsoil to one (1) part Canadian sphagnum peat moss as per planting details. Roto-till topsoil mix to a depth of 6" minimum and grade smooth.
2.) Provide a soil analysis, as requested, made by an independent soil-testing agency outlining the % of organic matter, inorganic matter, deleterious material, pH and mineral content.
3.) Any foreign topsoil used shall be free of roots, stumps, weeds, brush, stones (larger than 1"), litter or any other extraneous or toxic material. Landscape contractor shall be fully responsible for correcting all negative soil issues prior to plant installation. Killing and removal of all weeds shall be the responsibility of the landscape contractor as part of this task.
4.) Landscape contractor to apply pre-emergent herbicide to all planting beds upon completion of planting operations and before application of shredded bark mulch.
5.) Install siltation controls prior to commencement of any grading operations. Inspect and maintain all siltation fences on a weekly basis until vegetation is established.

MISC. MATERIAL:

1.) Provide stakes and deadmen of sound, new hardwood, free of knotholes and defects.
2.) Tree wrap tape shall be 4" minimum, designed to prevent borer damage and winter freezing. Additionally, only 3-ply tying material shall be used.

TURF:

1.) All disturbed lawn areas to be seeded with a mixture of Turf-Type fescue (300# per acre) and bluegrass (18# per acre). Lawn areas shall be unconditionally warranted for a period of 90 days from date of final acceptance. Bare areas more than one square foot per any 50 square feet shall be replaced.
2.) The turf contractor shall be responsible for protection of finished grade; restore and repair any erosion or water damage and obtain owners' approval prior to seeding or sod installation.
3.) Landscape contractor shall offer an alternate price for sod in lieu of seed. Sod shall be cut as a uniform thickness of 3/4". No broken pieces, irregular pieces or torn pieces will be accepted.
4.) Any points carrying concentrated water loads and all slopes of 15% or greater shall be sodded.
5.) All sod shall be placed a maximum of 24 hours after harvesting.
6.) Recondition existing lawn areas damaged by Contractor's operations including equipment/material storage and movement of vehicles.
7.) Sod Contractor to ensure sod is placed below sidewalk and all paved area elevations to allow for proper drainage.

WARRANTY:

1.) All plant material (excluding ground cover, perennials and annuals) are to be warranted for a period of 12 months after complete installation of all landscape material at 100% of the installed price.
2.) Any plant material found to be defective shall be removed and replaced within 30 days of notification or in growth season determined to be best for that plant.
3.) Only one replacement per tree or shrub shall be required at the end of the warranty period, unless loss is due to failure to comply with warranty.
4.) Lawn establishment period will be in effect once the lawn has been mowed three times. Plant establishment period shall commence on the date of acceptance and 100% completion.
5.) A written guarantee shall be provided to the owner per conditions outlined in #1 above.

NOTE: REMULCH EXISTING TREE CUPS AND PROVIDE NEW TREE CUPS WHERE THEY DO NOT EXIST.

STATE OF MISSOURI
RANDALL W. MARDIS
NUMBER 019
REGISTERED LANDSCAPE ARCHITECT

RANDALL W. MARDIS
MISSOURI LANDSCAPE ARCHITECT #000019
DATE: 7/25/16

landscape TECHNOLOGIES
67 Jacobs Creek Drive (636) 928-1250
St. Charles, Missouri 63304 Fax: (636) 928-4563
MO Landscape Architectural Corporation #2008008782

THIS DRAWING CONTAINS PROPRIETARY INFORMATION BELONGING TO S.J. HOLLANDER ARCHITECT, P.C., ANY REPRODUCTION OR UNAUTHORIZED USE IS STRICTLY PROHIBITED, EXCEPT WITH PRIOR WRITTEN CONSENT OF THE ARCHITECT.
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Building Remodel for:
Lou Fusz Fiat
900 North Lindbergh
Creve Coeur, MO 63141

PROJECT NO.
215069

REVISIONS

NO.	DATE	ITEM

S.J. Hollander Architect P.C.
Stephen J. Hollander, AIA
519 First Capitol Drive
St. Charles, Missouri 63301
Phone (636) 947-4140
Fax (636) 947-7795
S.J. Hollander Architect

DATE
July 25, 2016

SHEET TITLE
LANDSCAPE PLAN

SHEET NO.
L-1

PLANNING AND ZONING COMMISSION PUBLIC HEARING

CITY OF CREVE COEUR, MISSOURI

300 NORTH NEW BALLAS ROAD

TUESDAY, SEPTEMBER 6, 2016

6:30 P.M.

PUBLIC HEARING

APPLICATION 16-025

THOSE IN ATTENDANCE:

Ms. Beth Kistner, Chair
Ms. Muriel Hall
Mr. Dan Magruder
Mr. Gene Rovak
Ms. Heather Silverman
Mr. Matthew Schuh
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

CHAIRMAN KISTNER: Good evening, everyone.

We're going to open up the Planning & Zoning Commission meeting, Tuesday, September 6th, 2016.

We'll start with call to order.

Ms. Hall?

MS. HALL: Here.

CHAIRMAN KISTNER: Mr. Magruder?

MR. MAGRUDER: Here.

CHAIRMAN KISTNER: Mr. Rovak?

MR. ROVAK: Here.

CHAIRMAN KISTNER: Ms. Silverman?

MS. SILVERMAN: Here.

CHAIRMAN KISTNER: Mr. Schuh?

MR. SCHUH: Here.

CHAIRMAN KISTNER: Chair is present.

Mr. Carl Lumley, City Attorney?

MR. LUMLEY: Present.

CHAIRMAN KISTNER: Mr. Jaggi, Director of Community Development?

MR. JAGGI: Present.

CHAIRMAN KISTNER: Ms. Kelly, City Planner?

MS. KELLY: Present.

CHAIRMAN KISTNER: And, Ms. Stutte, Planning Assistant/Recording Secretary?

MS. STUTTE: Present.

CHAIRMAN KISTNER: Our next item of business is a public hearing, Application No. 16-025 for a conditional use permit and site development plan for exterior building improvements for conversion to a Lou Fusz Subaru franchise at 900 North Lindbergh Boulevard.

Anybody who's going to be speaking in this public hearing needs to be sworn in.

(Speakers were sworn in by the court reporter.)

STEPHEN HOLLANDER: Good evening, I'm Steve Hollander. I'm the architect on the project representing the Lou Fusz Automotive District. And we are switching from selling Fiats at this facility to Subarus at this facility.

I'll start with the landscape plan.

We have added significant landscaping along the Lindbergh corridor here in front of the detention structure that you see there that matches the building.

And we are replacing landscaping that is more or less worn out in this general area here, and then coming back in sporadically replacing and repairing the landscaping that was approved previously.

Now, I know in the staff report there's some concern with landscaping back in this area here, and suggesting adding some more in here.

The landscape architect has suggested using Sky

Green Junipers, and actually I think they're pretty good plant for that area.

From the Botanical Garden it tells me the plant's going to get 4 to 6 feet -- yeah, 4 to 6 feet in height and spread 6 to 8 feet. So I think it will provide the adequate spread and the -- the hedge that you're looking at here. These are roughly 5 feet on center, which is what the previously approved landscaping plan was. And if they get to full maturity, they'll provide the hedge and the -- and the protection that you need there.

Crowding them a little tighter will actually cause them not to thrive and survive as well.

Moving on to the building. I do have materials for you, and if you recall, this is the previous submission back in 1988, it what was a -- it was a Saturn dealership. In 2011, we converted it to Fiat, and now we are converting it to a -- to a Subaru.

I have material samples for the different products. I'll run through them, and then I can pass them out.

Essentially, the red that you saw on there now is a metal material. We're going to be removing that and replacing it with a slate tile material and to, essentially, all sides of the building equally, we're

adding a tower on the front of the facility, so that all sides get that same treatment of the -- the slate, and from there, the black fascia material across the top is being replaced with silver, and then there is a cap and parapet that -- that goes across the top up there.

And I can pass out the material samples for you. Start down at this end. Couple samples of -- of the slate, followed by the silver ACM material, fascia material, and these two pieces actually go together. I'll just hold these. This is the -- the crown at the top above the ACM and the -- the fascia band across there.

And we're not adding any square footage or making any site changes or modifications that would have any impact at all or any changes on the operations.

It's, essentially, the same operation that has been there since 1998, an automotive sales and service facility.

CHAIRMAN KISTNER: Do we have any questions for the applicant?

Have you read through the recommended commissions -- conditions of approval, and do you have any debate or problem with any of them?

STEPHEN HOLLANDER: I have read through them. Let me just make sure we're all on the -- is that the -- in the summary and action?

CHAIRMAN KISTNER: Yes.

STEPHEN HOLLANDER: Right. Yeah, we'll be submitting for a building permit. We'll -- if this site plan is approved, that's -- that's the site plan that we're going, essentially, just a landscaping plan. Signs and banners, we don't have any issues with that. I'm not -- I don't know if there's been a list provided of outstanding property maintenance issues or not. If there is, we can -- we can address those and --

So I would ask, you know, you approve the -- approve as submitted.

CHAIRMAN KISTNER: Thank you.

MR. LUMLEY: I had a question.

CHAIRMAN KISTNER: Yes.

MR. LUMLEY: Just to make sure we're clear. You were speaking to some concerns about staff landscaping recommendations. Were you speaking to this condition of approval or a different discussion?

STEPHEN HOLLANDER: Well, no, it's further up in the report. I don't see it in the summary and action.

I see it further up in the report. Have to look. Well, at least on my copy, the page before that, requesting some additional -- requesting some additional shrubbery, primarily in here and here, and suggesting some along here, except that would put us in the right-of-way,

not -- not on our property.

CHAIRMAN KISTNER: Jason, are you sworn in?

MR. JAGGI: I was, yes.

Jason Jaggi, City of Creve Coeur.

It's the third bullet point, Mr. Hollander, on the summary and action.

STEPHEN HOLLANDER: Oh, there we go.

MR. JAGGI: That -- yeah, that speaks to the earlier discussion where --

STEPHEN HOLLANDER: Yeah, we --

MR. JAGGI: -- but you're right, where you're pointing is where we were wanting to see some enhanced landscaping.

STEPHEN HOLLANDER: Yeah, I don't have any issue increasing the tree size to the 3 -- 3-inch caliper. But I don't know -- I don't believe there'll be any significant difference, you know, the -- like I pointed out, the shrubbery that we're suggesting will get to be 6 -- 6 feet -- 4 to 6 feet tall and spread 8 feet.

If you have a different shrub, crowding them together is not going to make them, you know, actually it stunt their growth. But if you have a different tree species, and we add more of them, I don't know if that will -- I think we achieve the direction of -- of the hedge look by the material that we're suggesting.

MR. JAGGI: I would just say our comment on that is, I think this was -- this was a topic of discussion when the Fiat dealership came in.

And what we have out there today really does not meet our standard for landscaping. So what was proposed back then didn't quite do the job due to various reasons; if they didn't survive, they weren't replaced, what have you.

So, yeah, we could certainly work with you on a -- on a specific species when you come in for the site improvement plan and we see a final landscape plan.

STEPHEN HOLLANDER: Uh-huh.

MR. JAGGI: But our overall objective would be to have more landscaping along those frontages like -- like we were requesting, I think, originally, so.

STEPHEN HOLLANDER: Yeah, and --

MR. JAGGI: And primarily just -- cause it is a pretty visible location up there.

STEPHEN HOLLANDER: Right.

MR. JAGGI: And that's why we're drawing some attention to it. The rest of the landscaping looks -- looks pretty good on the site and what you're showing with your landscape plan. We just thought it was kind of thin along that -- that southern area of the parking lot where cars will be parked.

STEPHEN HOLLANDER: Yeah, I don't disagree. It looks thin here. But when you look at what the species is, I think -- and I don't really think we can get any, at least in here on our property, you know, we start planting on MoDOT, we don't have the irrigation. We don't have the irrigation system over on that end to take care of it.

We did put a new irrigation system in when we did the 2011 improvement.

CHAIRMAN KISTNER: Well, irrigation can always be done on your property and focused on the --

STEPHEN HOLLANDER: Yeah, I think we only have -- I think the -- the curb and the gutter -- or the asphalt is right next to the property line there. I don't think we have that opportunity on that particular site to do that.

I -- I don't disagree, but --

CHAIRMAN KISTNER: So do we have an issue with the condition?

I guess I'm left a little bit unclear whether or not the condition as written, does that leave it for discussion when the final landscape plan is brought forward?

MR. JAGGI: It does. Yeah.

CHAIRMAN KISTNER: Do you have any other questions for the applicant or for Mr. Jaggi?

Is there anyone in the audience that wishes to speak to this matter?

If there is no other discussion, I'm going to see if Mr. Lumley has items to add to the record.

MR. LUMLEY: Offer the following exhibits into the record of this public hearing: Documentation in possession of the City Clerk reflecting the public notice, staff's report, the City Code of Ordinances and Charter, the City Comprehensive Plan, the public file regarding this application.

CHAIRMAN KISTNER: All right. I think with all that, the hearing is closed.

(The public hearing was closed at 8:15 p.m.)

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

I, Deborah K. McLaughlin, Registered Professional Reporter, Missouri Certified Court Reporter, Illinois Certified Shorthand Reporter and Kansas Certified Court Reporter, do hereby certify that I reported the Planning and Zoning public hearing stenographically and later reduced to typewriting; and that this is a true and accurate transcript of the public hearing.

_____, RPR, MO-CCR, IL-CSR, KS-CCR

Deborah K. McLaughlin, RPR, MO-CCR, IL-CSR, KS-CCR

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

SCHEDULED

Meeting: 09/12/16 07:00 PM
Department: Police Department
Category: Purchase
Prepared By: Pam Manning
Department Head: Glenn Eidman

RESOLUTION

Resolution No. 1241 - a Resolution Authorizing the City of Creve Coeur to Purchase Four New Ford Police Interceptor Utility AWD Vehicles from Lou Fusz Ford for the Total Amount of $117,312.00.

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.

RESOLUTION NO. 1241

A RESOLUTION AUTHORIZING THE CITY OF CREVE COEUR TO PURCHASE FOUR NEW FORD POLICE INTERCEPTOR UTILITY AWD VEHICLES FROM LOU FUSZ FORD FOR THE TOTAL AMOUNT OF $117,312.00

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 $117,312.00 payable to Lou Fusz Ford for the purchase of four new Ford Police Interceptor Utility AWD vehicles, in accordance with the 2016 Missouri State Fleet contract #CC160105005. All four vehicles to be purchased from the Police Department Patrol Capital Outlay budget.

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

Section 1: The purchase of four new Ford Police Interceptor Utility AWD vehicles is hereby approved. The approval of this amount is not to exceed the amount of $117,312.00, pursuant to quotes dated September 7th, 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 12th Day of September 2016

_____
Barry Glantz
Mayor

Attest:

_____
Deborah Ryan
City Clerk

CREVE COEUR POLICE DEPARTMENT
INTEROFFICE MEMO

DATE: September 6, 2016
TO: Chief Glenn Eidman DSN 58
FROM: Captain Jon Romas DSN 516
SUBJECT: Vehicle Replacement – Patrol Units 2408, 2409, 2414, 2416, 2417

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	In Service Date	Mileage
2408	2014 Ford Interceptor Patrol Vehicle (Explorer)	5/8/2014	70,173
2409	2014 Ford Interceptor Patrol Vehicle (Explorer)	5/12/2014	70,324
2414	2011 Ford Crown Victoria Traffic Vehicle	2/24/2011	52,836
2416	2014 Ford Interceptor Patrol Vehicle (Explorer)	5/12/2014	74,654
2417	2012 Dodge Charger Traffic Vehicle	4/18/2012	65,125

All units were purchased new and have been in continuous service since that time. Three units are patrol vehicles and two are used for traffic enforcement.

The patrol units are used for responding to radio calls, traffic crashes, prisoner conveyances and other daily functions of the patrol division. These units are not assigned to any specific person, they are shared among all patrol officers and often are used around the clock for several days in a row.

The traffic enforcement units are utilized for traffic enforcement, impaired driver apprehension, sobriety checkpoints, conveyance of the informational speed display trailer and for public information events.

All of these vehicles are in average cosmetic and mechanical condition, however, none of them are covered by manufacturer warranties and their 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.

  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 a single source, account #01-21-22-9502 which allocates $25,500 for the purchase of one (1) new Dodge Charger patrol vehicle and $117,600 for the purchase of four (4) new Ford Police Interceptor Utility patrol vehicles (Explorers) this fiscal year (FY 2016-17). Total allocated funding for the purchase of all five vehicles is $143,100.

Budgetary Impact

The state contract price, plus options and service fees, for the purchase of the Dodge Charger (2417) will be $23,075, which is $2,425 under the budgeted amount of $25,500.

The state contract price, plus options and service fees, for replacement of the four Ford Interceptor patrol vehicles (2408, 2409, 2414, 2416) will be $117,312, which is $288 under the budgeted amount of $117,600.

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 $140,387, which is $2,713 under 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 Recently Auctioned

	Model Year	Mileage	Auction Price*
Charger	2013	89,958	$7,150
Charger	2013	84,314	$7,550
Charger	2013	84,613	$7,350
Explorer	2013	86,938	$9,820
Explorer	2013	84,108	$9,820
Ford Sedan	2011	70,829	$5,250

** Minus $150 consignment fee*

Recommendation

Based upon the information detailed above, I recommend we purchase four (4) new Ford Interceptor AWD patrol vehicles (Explorers) in the amount of $117,312 and one (1) new Dodge Charger patrol vehicle in the amount of $23,075.

Respectfully submitted,

Capt. J. Romas * 516

Capt. J. Romas DSN 516

Business Preferred Network
SALES SERVICE FINANCE

Lou Fusz Ford

"People All Over CHOOSE FUSZ"

Sales Invoice

Date: 09/0716

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

Ship to
City of Creve Coeur
Attn: Judy Kobylarek
300 North New Ballas Rd
Creve Coeur, MO 63141

Shipping Method	Shipping Terms	
Customer Pick Up		

Qty	Item #	Description	Job	Unit Price	Line Total
4.00	K8A	Police Interceptor SUV		$ 26,241.00	$ 104,964.00
4.00	prep	Dealer Prep Fee		$995.00	3,980.00
4.00	16C	Carpet Delete		($98.00)	(392.00)
4.00	18L	Chrome Caps		($36.00)	(144.00)
4.00	51R	LED Spot Light		$251.00	1,004.00
4.00	68G	Rear Door Handles & Locks inop		$35.00	140.00
4.00	66C	Rear Lighting Solution		$455.00	1,820.00
4.00	59E	Keyed Alike (1435X)		$50.00	200.00
4.00	21L	Front Aux Warning Lights		$550.00	2,200.00
4.00	17A	Aux A/C		$610.00	2,440.00
4.00	76R	Reverse Sensing		$275.00	1,100.00
		(3) Units Silver			
		(1) Unit Black			
				Subtotal	$ 117,312.00
				Sales Tax	
				Total	$ 117,312.00

STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING

NOTIFICATION OF STATEWIDE CONTRACT

Date: June 22, 2016

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 PROCURE -MENT
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 December 31, 2016	**06/22/16**	**Order cut-off date added for Ford Police Interceptor Sedan.**
December 7, 2015 through December 31, 2016	05/17/16	Roll-Over Extension on Contract C116026001 and CC160105005.
December 7, 2015 through End of 2016 Model Year	02/24/16	Order cut-off date added for Ford Police Interceptor Utility.
December 7, 2015 through End of 2016 Model Year	02/16/16	Order cut-off dates added for Dodge models.
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: The initial contract is for the Chevrolet Tahoe models only. 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 bench seating **NO CHARGE** ***must state when ordering**

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

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

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

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

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

DELIVERY: 90 days ARO

5 years or 100,000 miles (drive train)

WARRANTY: 3 years or 36,000 miles (bumper to bumper)

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.

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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) factory spotlight provision and installed 6" halogen spotlight **$396.00** (credit)

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

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

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

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.

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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**

ORDER CUT-OFF DATE: APRIL 7, 2016

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 airbags, combined front & rear passenger **$75.00**

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

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: 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**

ORDER CUT-OFF DATE: AUGUST 12, 2016

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
- 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 010)

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) **$1,500.00** (credit)

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) **$1,000.00** (credit)

Line Item 013 – Fleet park assist system with backup camera **$350.00**

Line Item 014 – Convenience Group 1 (includes power adjustable pedals & driver/front passenger power adjusting seats) **$480.00**

Line Item 015 – Four (4) additional key FOBS (at time of order only!) **$100.00**

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

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.

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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**

ORDER CUT-OFF DATE: AUGUST 12, 2016

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 (deletes all-wheel drive & changes axle ratio to 2.62 to 1; changes power steering to electric assist & deletes power steering oil cooler) **$2,380.00** (credit)

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

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

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

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

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.

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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**

ORDER CUT-OFF DATE: MAY 6, 2016

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 (changes all-wheel drive system to single speed) **$2,200.00** (credit)

Line Item 027 – 3.6 liter V6 engine with rear wheel drive (deletes all-wheel drive system) **$1,500.00** (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**

ORDER CUT-OFF DATE: SEPTEMBER 9, 2016

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)	**$1,061.00** (credit)
Line Item 032 – 3.5 liter V6 gasoline engine with front wheel drive (normally aspirated)	**$2,439.00** (credit)
Line Item 033 – Ford SYNC	**$590.00**
Line Item 034 – Standard chrome center caps	**$36.00** (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 **$1,795.00**

Line Item 038 – Black vinyl floor covering (Deletes carpet and carpeted floor mats) **$98.00** (credit)

Line Item 039 – Auxiliary air conditioning **$610.00**

Line Item 040 – Ford SYNC **$295.00**

Line Item 041 – Reverse sensing system **$275.00**

Line Item 042 – Standard chrome center caps **$36.00** (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

SCHEDULED

Meeting: 09/12/16 07:00 PM
Department: Police Department
Category: Purchase
Prepared By: Pam Manning
Department Head: Glenn Eidman

RESOLUTION

Resolution No. 1242 - a Resolution Authorizing the City of Creve Coeur to Purchase One New Dodge Charger Police Patrol Vehicle from Lou Fusz Dodge for the Total Amount of $23,075.00

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.

RESOLUTION NO. 1242

A RESOLUTION AUTHORIZING THE CITY OF CREVE COEUR TO PURCHASE ONE NEW DODGE CHARGER POLICE PATROL VEHICLE FROM LOU FUSZ DODGE FOR THE TOTAL AMOUNT OF $23,075.00

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 $23,075.00 payable to Lou Fusz Dodge for the purchase of one new Dodge Charger patrol vehicle, in accordance with the 2016 Missouri State Fleet contract #CC160105003. One vehicle priced at $23,075.00 to be purchased from the Police Department Patrol Capital Outlay budget.

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

Section 1: The purchase of one new Dodge Charger patrol vehicle is hereby approved. The approval of this amount is not to exceed the amount of $23,075.00, pursuant to quotes dated September 7th, 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 12th Day of September 2016

_____
Barry Glantz
Mayor

Attest:

_____
Deborah Ryan
City Clerk

CREVE COEUR POLICE DEPARTMENT
INTEROFFICE MEMO

DATE: September 6, 2016
TO: Chief Glenn Eidman DSN 58
FROM: Captain Jon Romas DSN 516
SUBJECT: Vehicle Replacement – Patrol Units 2408, 2409, 2414, 2416, 2417

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	In Service Date	Mileage
2408	2014 Ford Interceptor Patrol Vehicle (Explorer)	5/8/2014	70,173
2409	2014 Ford Interceptor Patrol Vehicle (Explorer)	5/12/2014	70,324
2414	2011 Ford Crown Victoria Traffic Vehicle	2/24/2011	52,836
2416	2014 Ford Interceptor Patrol Vehicle (Explorer)	5/12/2014	74,654
2417	2012 Dodge Charger Traffic Vehicle	4/18/2012	65,125

All units were purchased new and have been in continuous service since that time. Three units are patrol vehicles and two are used for traffic enforcement.

The patrol units are used for responding to radio calls, traffic crashes, prisoner conveyances and other daily functions of the patrol division. These units are not assigned to any specific person, they are shared among all patrol officers and often are used around the clock for several days in a row.

The traffic enforcement units are utilized for traffic enforcement, impaired driver apprehension, sobriety checkpoints, conveyance of the informational speed display trailer and for public information events.

All of these vehicles are in average cosmetic and mechanical condition, however, none of them are covered by manufacturer warranties and their 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.

  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 a single source, account #01-21-22-9502 which allocates $25,500 for the purchase of one (1) new Dodge Charger patrol vehicle and $117,600 for the purchase of four (4) new Ford Police Interceptor Utility patrol vehicles (Explorers) this fiscal year (FY 2016-17). Total allocated funding for the purchase of all five vehicles is $143,100.

Budgetary Impact

The state contract price, plus options and service fees, for the purchase of the Dodge Charger (2417) will be $23,075, which is $2,425 under the budgeted amount of $25,500.

The state contract price, plus options and service fees, for replacement of the four Ford Interceptor patrol vehicles (2408, 2409, 2414, 2416) will be $117,312, which is $288 under the budgeted amount of $117,600.

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 $140,387, which is $2,713 under 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 Recently Auctioned

	Model Year	Mileage	Auction Price*
Charger	2013	89,958	$7,150
Charger	2013	84,314	$7,550
Charger	2013	84,613	$7,350
Explorer	2013	86,938	$9,820
Explorer	2013	84,108	$9,820
Ford Sedan	2011	70,829	$5,250

** Minus $150 consignment fee*

Recommendation

Based upon the information detailed above, I recommend we purchase four (4) new Ford Interceptor AWD patrol vehicles (Explorers) in the amount of $117,312 and one (1) new Dodge Charger patrol vehicle in the amount of $23,075.

Respectfully submitted,

Capt. J. Romas # 516

Capt. J. Romas DSN 516

VEHICLE BUYERS O

LOU FUSZ
CHRYSLER · JEEP · DODGE · RAM
"WE ARE ST. LOUIS"

3480 Highway K
O'FALLON, MO 63368
(636) 442-8100

SALESPERSON RENZ, MIKE
STOCK # ORDER
DATE 09-07-2016

PURCHASER'S NAME(S) AS APPEARS ON DRIVER'S LICENSE: CITY OF CREVE COEUR
PRINT

[X] NEW [ ] USED [ ] DEMO

MAKE	MODEL	BODY STYLE	COLOR	MILES	MODEL YEAR
DODGE	CHARGER	SEDAN/PURSUIT	BLACK	TBD	2017

V.I.N.: TBD

TO BE DELIVERED ON OR ABOUT — MO. DAY YR. DAY OF WEEK TIME

[X] CASH [ ] FINANCE

LENDER:

[ ] OUTSIDE LIEN TO: N/A

PRICED WITH OPTIONS QUOTED AND ATTACHED.
PRICED W/ 2016 MO HIGHWAY PATROL CONTRACT AND BRIDGE/EXTENSION FOR REMAINDER OF 2016

[ ] LEASE

MONTHS

MONTHLY PMT: $

SEC. DEP: $

1ST MO. PMT: $

MILES PER YEAR:

$ N/A
Auto Awards Points Balance

PRICE OF VEHICLE	$ 23,075.00
LESS: AUTO AWARDS POINTS REDEMPTION	(N/A)
TOTAL CASH SALE PRICE	23,075
ADMINISTRATIVE FEE*	~~199 00~~
TOTAL	$ 23,075
GROSS TRADE ALLOWANCE	$
CASH PRICE OR TRADE DIFFERENCE	$
PLUS: PAYOFF ON TRADE VEHICLE	$
LESS: MFG. REBATE	$
	$
	$
	$

CONTRACTUAL DISCLOSURE FOR USED VEHICLES ONLY

The Information You See On The (Federal Trade Commission) Window Form Is Part Of This Agreement. Information On The Window Form Overrides Any Contrary Provisions In The Contract Of Sale.

TRADE-IN LIEN PAY-OFF $ GOOD UNTIL:

OWED TO: N/A

ADDRESS:

*AN ADMINISTRATIVE FEE IS NOT AN OFFICIAL FEE AND IS NOT REQUIRED BY LAW BUT MAY BE CHARGED BY A DEALER. THIS ADMINISTRATIVE FEE MAY RESULT IN A PROFIT TO DEALER. NO PORTION OF THIS ADMINISTRATIVE FEE IS FOR THE DRAFTING, PREPARATION, OR COMPLETION OF DOCUMENTS OR THE PROVIDING OF LEGAL ADVICE. THIS NOTICE IS REQUIRED BY LAW.

QUOTED BY:

HOLD TITLE? YES NO

TITLE #' & STATE

DESC. OF TRADE: | MODEL | BODY STYLE | MODEL YEAR

V.I.N.: N/A | COLOR | MILES

PAY-OFF ACCT. #

DELV'D BY:

DEPOSITS	$
	$
	$
BALANCE DUE ON DELIVERY	$ 23,075.00

RECT #

The front and back of this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into, or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement.

I have read the matter printed on the back hereof and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am 18 years of age, or older, and hereby acknowledge receipt of a copy of this order. I CERTIFY THAT BY SIGNING THIS VEHICLE BUYER'S ORDER, I GIVE LOU FUSZ AUTOMOTIVE NETWORK THE RIGHT TO OBTAIN MY CREDIT INFORMATION.

As part of our effort to provide the highest possible level of service to our customers, we would like your authorization for this Dealership to contact you in order to ensure you are happy with your purchase, keep you informed of new product offerings and promotions, remind you of necessary vehicle maintenance or service, and for any other reason we feel is necessary or appropriate. **UNLESS YOU CHECK THE BOX BELOW**, by signing this form, you give this Dealership **PERMISSION** to contact you (***either personally, via text messages or with prerecorded telemarketing messages***) at the telephone numbers (which may include ***wireless phone numbers***), fax number and/or e-mail address listed. This **AUTHORIZATION** allows us to better serve you in compliance with federal and state regulations and in no way is a condition to receiving goods or services.

[ ]: Please do not contact me as provided above.

SIGNED X

ADDRESS 300 NORTH NEW BALLAS ROAD
CREVE COEUR, MO

RES. PHONE BUS. PHONE

EMAIL: CELL PHONE:

APPROVED

THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED
THIS IS AN OFFER TO PURCHASE ONLY

STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING

NOTIFICATION OF STATEWIDE CONTRACT

Date: June 22, 2016

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 PROCURE -MENT
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 December 31, 2016	**06/22/16**	**Order cut-off date added for Ford Police Interceptor Sedan.**
December 7, 2015 through December 31, 2016	05/17/16	Roll-Over Extension on Contract C116026001 and CC160105005.
December 7, 2015 through End of 2016 Model Year	02/24/16	Order cut-off date added for Ford Police Interceptor Utility.
December 7, 2015 through End of 2016 Model Year	02/16/16	Order cut-off dates added for Dodge models.
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: The initial contract is for the Chevrolet Tahoe models only. 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 bench seating **NO CHARGE** ***must state when ordering**

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

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

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

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

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

DELIVERY: 90 days ARO

5 years or 100,000 miles (drive train)

WARRANTY: 3 years or 36,000 miles (bumper to bumper)

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) factory spotlight provision and installed 6" halogen spotlight **$396.00** (credit)

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

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

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

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.

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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**

ORDER CUT-OFF DATE: APRIL 7, 2016

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 airbags, combined front & rear passenger **$75.00**

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

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: 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**

ORDER CUT-OFF DATE: AUGUST 12, 2016

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
- 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 010)

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) **$1,500.00** (credit)

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) **$1,000.00** (credit)

Line Item 013 – Fleet park assist system with backup camera **$350.00**

Line Item 014 – Convenience Group 1 (includes power adjustable pedals & driver/front passenger power adjusting seats) **$480.00**

Line Item 015 – Four (4) additional key FOBS (at time of order only!) **$100.00**

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

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**

ORDER CUT-OFF DATE: AUGUST 12, 2016

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 (deletes all-wheel drive & changes axle ratio to 2.62 to 1; changes power steering to electric assist & deletes power steering oil cooler) **$2,380.00** (credit)

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

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

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

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

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.

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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**

ORDER CUT-OFF DATE: MAY 6, 2016

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 (changes all-wheel drive system to single speed) **$2,200.00** (credit)

Line Item 027 – 3.6 liter V6 engine with rear wheel drive (deletes all-wheel drive system) **$1,500.00** (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**

ORDER CUT-OFF DATE: SEPTEMBER 9, 2016

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)	**$1,061.00** (credit)
Line Item 032 – 3.5 liter V6 gasoline engine with front wheel drive (normally aspirated)	**$2,439.00** (credit)
Line Item 033 – Ford SYNC	**$590.00**
Line Item 034 – Standard chrome center caps	**$36.00** (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 **$1,795.00**

Line Item 038 – Black vinyl floor covering (Deletes carpet and carpeted floor mats) **$98.00** (credit)

Line Item 039 – Auxiliary air conditioning **$610.00**

Line Item 040 – Ford SYNC **$295.00**

Line Item 041 – Reverse sensing system **$275.00**

Line Item 042 – Standard chrome center caps **$36.00** (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.

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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

SCHEDULED

Meeting: 09/12/16 07:00 PM
Department: Public Works Department
Category: New Business
Prepared By: Jim Heines
Department Head: Jim Heines

RESOLUTION

Resolution No. 1243 - a Resolution of the City Council of the City of Creve Coeur, Missouri Authorizing the Execution of an Agreement with Dave Sinclair Ford Inc. for the Purchase of a 2016 Ford F-150 Crew Cab Four-Wheel Drive Pickup Truck for an Amount of $28,235.00.

Purchase of this truck will replace the Operations Superintendent's truck which has higher mileage and repair costs.

RESOLUTION NO. 1243

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH DAVE SINCLAIR FORD INC. FOR THE PURCHASE OF A 2016 FORD F-150 CREW CAB FOUR-WHEEL DRIVE PICKUP TRUCK FOR AN AMOUNT OF $28,235.00.

WHEREAS, the City Council of the City of Creve Coeur recognizes a need to provide quality equipment to city employees; and

WHEREAS, the purchase of a new truck will replace a 2009 extended cab pickup truck and is necessary to allow employees to provide valuable city services; and

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

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

Section 1: The agreement between **Dave Sinclair Ford Inc.** and the City for the purchase of a 2016 Ford F-150 Crew Cab, Four Wheel Drive pickup truck for total of $28,235.00 is hereby approved. The agreement as executed shall be 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 12th day of September, 2016.

_____
Barry Glantz
Mayor

Attest:

_____
Deborah Ryan, MPCC
City Clerk

DEPARTMENT OF PUBLIC WORKS
OFFICE MEMO

DATE: September 7, 2016

TO: Mark. Perkins, City Administrator

FROM: Jim Heines, Director of Public Works

SUBJECT: Purchase of a New 2016 1/2-ton Crew Cab Four Wheel Drive Pickup Truck

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Public Works staff has obtained pricing for the purchase of a 2016 1/2-ton Crew Cab, Four Wheel Drive, Pickup Truck through the Missouri Department of Transportation (MoDOT) Cooperative Purchase Program. This item was competitively bid by MoDOT as required by City of Creve Coeur Ordinance.

Fleet Replacement Evaluation

This truck is intended to replace a 2009 ½-ton Chevrolet Silverado Extended Cab 2WD pickup truck. The purchase of this truck is to replace the Operations Superintendent (OS) truck. The current OS truck is getting higher mileage and we are experiencing an increasing amount of down time due to repairs. With the amount of use this truck receives under its current assignment. It is a likely candidate for replacement.

Staff has evaluated the current OS truck using the APWA Light Vehicle Replacement Guidelines which is accepted as the national standard by Public Works Departments. This grading method assists in determining vehicle condition and the optimum time for replacement.

Evaluation Criteria	Score
Age	8
Miles	9
Service Type	3
Reliability	3
M&R Costs	2
Condition	1
Total Score	26

Scale: less than 18 pts. = Excellent Condition
18 to 22 pts. = Good condition
23 to 27 pts. = Qualifies for Replacement
28 pts. and above = Needs Immediate Consideration

Lease Options

City staff met with Enterprise Leasing representatives two years ago to explore lease options to secure replacement trucks. However, the city is able to make our truck and equipment purchases through the MoDOT Cooperative Purchase Agreement, which is consistently 30% - 35% off the list price. Enterprise indicated they could not compete with this type of discount.

This information was confirmed at an educational session I attended at the APWA Congress in Minneapolis last week. The instructor commented that leasing is an option to maintain a newer light vehicle fleet, however overall fleet costs will rise significantly due to monthly lease costs.

Funding

The MoDOT bid identifies Dave Sinclair Ford Inc. as a qualified vendor for the purchase of this truck. The FY 2017 CIP Equipment Purchase Fund identifies $35,000 in account # 02-61-71-9516 for the purchase of a 1/2 ton Crew Cab 4WD pickup truck.

The recommendation is to award this purchase of a new 2016 Ford F-150 1/2-ton Crew Cab 4WD Pickup Truck for an amount of $28,235.00 to:

Dave Sinclair Ford Inc.
7466 S. Lindbergh Blvd.
St. Louis MO, 63125-4898
TNO: 314-892-2600

Dave Sinclair Ford, Inc.
7466 So. Lindbergh Blvd 314.892.2600
St. Louis, Missouri 63125-4898

AUGUST 05, 2016

MICHAEL LEADY
CITY OF CREVE COUER

QUOTATION FROM STATE OF MISSOURI DEPARTMENT OF TRANSPORTATION CONTRACT 3-140926TV, LIGHT DUTY VEHICLES.
ITEM #10, 2016 HALF-TON 4X4 CREW CAB PICKUP.

$25,734 BASE PRICE ALL STD. FACTORY EQUIPMENT, CRUISE CONTROL
$ 422 OPTION 10A TOW PACKAGE
$ 998 OPTION 10H POWER WINDOWS, LOCKS,MIRRORS, REMOTE KEYLESS ENTRY
$ 621 MISC. FACTORY INSTALLED STROBE LIGHTS
$ 460 MISC. FACTORY SPRAY IN BEDLINER

$28,235 NET TOTAL

PAINTED BRIGHT RED. THIS WILL BE A 2017 MODEL AT THESE 2016 PRICES UNTIL 10/31/16

RESPECTFULLY SUBMITTED,

Les Williams

LES WILLIAMS
FLEET MANAGER

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

SCHEDULED

Meeting: 09/12/16 07:00 PM
Department: Public Works Department
Category: Contract
Prepared By: Richard Beran
Department Head: Jim Heines

RESOLUTION

Resolution No. 1244 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Execution of a Contract with S. Bollinger & Associates, LLC for the Millennium Park Playground Safety Surface Replacement Project for the Sum of $56,439.50.

City staff recommends awarding the Millennium Park Playground Safety Surface Replacement Project contract to S. Bollinger & Associates, LLC due to their low bid for the work as well as their successful completion of similar projects in the area.

RESOLUTION NO. 1244

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE EXECUTION OF A CONTRACT WITH S. BOLLINGER & ASSOCIATES, LLC FOR THE MILLENNIUM PARK PLAYGROUND SAFETY SURFACE REPLACEMENT PROJECT FOR THE SUM OF $56,439.50.

WHEREAS, it is necessary to periodically replace facilities in City parks in order to maintain the quality of life expected by the community;

WHEREAS, the City provides safe public playgrounds for its residents;

WHEREAS, the playground safety surface at Millennium Park is in need of replacement;

WHEREAS, this project and these improvements 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 Contract between **S. Bollinger & Associates, LLC** and the City, attached hereto as "Exhibit A," with a **contract sum not to exceed $ 56,439.50**, 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 12th day of September, 2016.

_____

Barry Glantz
Mayor

Attest:

_____

Deborah Ryan, MPCC
City Clerk

EXHIBIT A

CITY-CONTRACTOR AGREEMENT

This is an Agreement made and entered into the ____ day of _____, 2016, by and between the City of Creve Coeur, Missouri (hereinafter called the "City") and, a **S. Bollinger & Associates, LLC** with offices at **P.O. Box 856, Hillsboro, MO 63050** (hereinafter called the "Contractor"). The project identified as **Millennium Park Playground Safety Surface Replacement Project** (hereinafter referred to as the "Project" or the "Work").

WITNESSETH:

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

ARTICLE I
The Contract Documents

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

1) This City-Contractor Agreement
2) General Conditions of City-Contractor Agreement
3) Job Special Provisions
4) State Wage Determination
5) Non-Collusion Affidavit
6) Performance Payment Bond
7) Technical Specifications and Construction Details
8) Construction Schedule
9) All Addenda and all Modifications issued after execution of this Contract
10) The U.S. Consumer Product Safety Commission's Public Playground Safety Handbook (most recent version)

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 **Twenty-One (21) 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 Fifty-Six Thousand, Four Hundred Thirty-Nine dollars and Fifty cents ($ 56,439.50). 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 received is appointed on account of the Contractor's insolvency; or if the Contractor persistently or repeatedly fails, except in cases for which extension of time is provided, to make progress in accordance with the Construction

Schedule; or if the Contractor fails to make prompt payment to Subcontractors or for material or labor, or persistently disregards laws, ordinances or the instructions of the City, or otherwise breaches any provision of the Contract, the City may, without prejudice to any other right or remedy, by giving written notice to the Contractor and his surety, terminate the Contract, take possession of the Work and of all materials and equipment thereon, and finish the Work by whatever method the City may deem expedient. If the unpaid balance of the value of the Work completed to date shall exceed the expenses of finishing the Work, including additional professional, managerial, and administrative expenses, such excess shall be paid to the Contractor. If such expenses shall exceed the unpaid balance of the value of the Work completed to date, the Contractor shall pay the difference to the City promptly upon demand.

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

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

(ii) make available to the City, to the extent directed by the City, all construction equipment owned by the Contractor and employed in connection with the Work.

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

ARTICLE IX

Contractor's Liability Insurance

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

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

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

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

(b) Comprehensive General Liability and Bodily Injury

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

(c) Comprehensive Automobile Liability, Bodily Injury

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

(d) Owner's Protective Bodily Injury

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

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

ARTICLE X

Equal Opportunity and Non-Discrimination

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

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

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

1. Compliance with Regulations: The contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to

time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

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

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

a) Withholding payments to the contractor under the contract until the contractor complies and/or

b) Cancellation, termination or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The contractor shall include provisions of paragraphs (1) through (5) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE XI

Conflicts of Interest

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

ARTICLE XII

The Work

The Contractor shall furnish all labor, materials, and equipment necessary to complete all activities within the project limits, as specified in the Contract Documents. The Scope of Work generally includes the removal and replacement of the existing poured-in-place playground safety surface at Millennium Park 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
02791	REMOVAL AND REPLACEMENT OF PLAYGROUND SAFETY SURFACE	LS	1	$ 53,752.00	$ 53,752.00
02791A	REMOVAL AND REPLACEMENT OF PLAYGROUND SAFETY SURFACE-BORDER FOR SMALL PLAYGROUND	LS	1	$ 2,687.50	$ 2,687.50

CONTRACT SUM:	$ 56,439.50

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

CITY OF CREVE COEUR

By: _____
Mark C. Perkins, City Administrator

By: _____
James H. Heines, Director of Public Works

(SEAL)

Attest: _____
City Clerk

Date: _____

S. BOLLINGER & ASSOCIATES, LLC

By: _____
Signature

_____
Printed Name

_____
Title

(SEAL)

Attest: _____

Date: _____

DEPARTMENT OF PUBLIC WORKS
STAFF MEMORANDUM

DATE: September 7, 2016

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works

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

SUBJECT: Recommendation of Award
Millennium Park Playground Safety Surface Replacement

Competitive bids have been received and evaluated for the replacement of the large playground safety surface at Millennium Park as well as for repairs to the smaller playground.

Project Discussion
City staff developed the subject project due to a bounce test conducted in the late fall of 2015 that did not pass the critical fall height for the existing playground equipment. The bounce test was performed due to several areas on the existing surface that were showing some severe wear along with areas missing some of the protective surfacing.

Generally, poured-in-place safety surfacing is a two-part system: the base layer, which is thicker and provides more cushioning for safety and the surface layer, which includes color and any patterns or decorative designs.

Advertisement
The City advertised the Invitation for Bids for the subject project in *The Countian* on August 2, 4, 9 and 11, 2016 as well as on the City's website. Additionally, invitations for bids were also sent to the contractors who are known to perform this type of work within the St. Louis metro area.

Bid Results
Bids for the subject project were opened on Friday, September 1, 2016. A total of four (4) bids were received for the project by three (3) different contractors. The competitiveness of the bids was excellent. The low bid for the work was significantly lower than staff had estimated. The bids are summarized below:

1. S. Bollinger and Associates, LLC..... $ 56,439.50
2. Fry and Associates (Bonded Rubber)...$ 65,500.00
3. Fry and Associates (Poured-in-Place)...$ 72,700.00
4. Summit Flooring and Turf ..... $ 86,794.08

A copy of the bid results is attached. A discrepancy in the price written in words and the price written in numbers was found in the S. Bollinger bid but it did not impact the order of the bids.

Additionally, S. Bollinger proposed to overlay the smaller playground after making the repair to the border for an additional cost of $22,805.50. This was proposed to increase the life of the smaller playground surface layer by up to ten years. However, due to the life expectancy and age of the base material, it would not be cost effective to accept the additional work. It would increase the life of the surface, but not the life of the base material which provides the most safety in the event of falls.

All of the bids were discussed but several factors determined the recommendation for award: lowest bidder, budget amount, life expectancy of existing playground equipment, life expectancy of the new material, and references for similar work.

Project Financing
The proposed Playground Surface Replacement will be completed using capital improvement funds. Funding is available in the FY2017 budget in account #02-61-71-9506 under the Park and Development Projects account. The budget for this project is $75,000.00.

Recommendation
Due to their low bid for the work and provided references, staff recommends awarding the contract to S. Bollinger and Associates, LLC. Staff expects good performance from S. Bollinger and a successful completion of the subject project.

The recommendation is to award the Millennium Park Playground Safety Surface Replacement Project to the firm listed below for a total price of $56,439.50.

S. Bollinger and Associates, LLC
P.O. Box 856
Hillsboro, MO 63050
(636) 797-5820

Attachments: Bid Tabulation

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

SCHEDULED

Meeting: 09/12/16 07:00 PM
Department: Public Works Department
Category: Contract
Prepared By: Matt Wohlberg
Department Head: Jim Heines

RESOLUTION

Resolution No. 1245 a Resolution of the City Council of the City of Creve Coeur, Missouri Authorizing the Execution of a Contract with N B West Contracting, Inc. for the Coeur De Ville Rehabilitation Project for the Amount of $592,561.80.

City staff recommends that the City enter into a contract with N. B. West Contracting for the construction of the Coeur de Ville Rehabilitation Project. This project was competitively bid, and N. B. West provided the lowest, responsible bid. N. B. West has successfully completed several projects for the City, and staff finds them to be well qualified for the Coeur de Ville project. Approximately 60% of the construction funds for the Coeur de Ville project will come from a federal grant that was secured in 2011 for the project. The Missouri Department of Transportation administers this grant and has provided the necessary concurrence for the recommendation of the award of the contract for this project to N. B. West.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AUTHORIZING THE EXECUTION OF A CONTRACT WITH N B WEST CONTRACTING, INC. FOR THE COEUR DE VILLE REHABILITATION PROJECT FOR THE AMOUNT OF $592,561.80.

WHEREAS, the City strives to maintain its street and sidewalk network in order to promote a safe place for its residents to live and work;

WHEREAS, the City has been awarded a federal Surface Transportation Program (STP) grant to assist with the cost update the sidewalk along, rehabilitate the pavement of, and otherwise improve Coeur de Ville Drive between Ladue Road and Olive Boulevard;

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

WHEREAS, N. B. West Contracting, Inc., submitted the lowest and best bid for the project and has a reputation for providing quality sidewalk and street improvement services;

WHEREAS, the Missouri Department of Transportation (MoDOT), the administrator for local STP grants, has reviewed the project plans, specifications, and bids, and has issued its concurrence in award of the project to N. B. West Contracting, Inc.

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

Section 1. The Contract between **N. B. West Contracting, Inc.,** and the City, attached hereto as "Exhibit A," with a not-to-exceed **contract sum of $ 592,561.80**, is hereby approved, and the City Administrator is hereby authorized and directed to enter into and execute that Contract. The Contract as executed shall be in substantially the form of "Exhibit A," with such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Resolution. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient, or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the Contract.

Adopted this 12th day of September, 2016.

_____

Barry Glantz
Mayor

Attest:

_____
Deborah Ryan, MPCC
City Clerk

EXHIBIT A

CITY-CONTRACTOR AGREEMENT

THIS AGREEMENT, made and entered into by and between the City of Creve Coeur, Missouri (hereinafter referred to as the "City"), and N. B. West Contracting, Inc. of 2780 Mary Avenue, Brentwood, Missouri 63144 (hereinafter referred to as the "Contractor") for the project identified as the Coeur de Ville Rehabilitation Project STP-5526(639) (hereinafter referred to as the "Project" or the "Work").

WITNESSETH:
That for and in consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, it is agreed between the parties as follows, to wit:

The Contractor at its own expense hereby agrees to do or furnish all labor, materials, and equipment called for in the proposal for the Project and agrees to perform all the work required by the contract as shown on the plans and as detailed in the specifications. The "Notice to Contractor," "Construction Plans," "Proposal," "Performance-Payment Bond," "Acknowledgement," "Notice to Proceed," and all change orders are made a part hereof as fully as set out herein.

It is understood and agreed that, except as may be otherwise provided for by the "Job Special Provisions," "General Provisions," and "Supplemental Specifications," included in the Proposal, the Work shall be done in accordance with the most current edition of the "Missouri Specifications for Highway Construction" and "Missouri Standard Plans for Highway Construction," including all revisions to these documents, which are part and parcel of this Agreement, and are incorporated in this Agreement as fully and effectively as if set forth in detail herein.

The Contractor further agrees that it is fully informed regarding all of the conditions affecting the Work to be done, and labor and materials to be furnished for the completion of this Agreement, and that its information was secured by personal investigation and research, and not from any estimates of the City; and that the Contractor will make no claim against the City by reason of estimates, tests, or representation of any officer, agent, or employee of the City.

The said Contractor agrees further to begin work not later than the authorization date in the Notice to Proceed and to complete the Work within the time specified in the Proposal or such additional time as may be allowed by the Engineer under the Agreement.

The work shall be done to complete satisfaction of the Engineer of the City and, in case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the Work, shall also be subject to inspection and approval at all times by the proper agent or agents of such government agencies.

The parties hereto agree that this Agreement in all things shall be governed by the laws of the State of Missouri.

The Contractor agrees that it will comply with all federal and state laws and regulations and local ordinances and that it will comply and cause each of its subcontractors, if any, to comply with all federal and state laws and federal regulations and directives pertaining to nondiscrimination against any person on the ground of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this Agreement, including procurement of materials and lease of equipment therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Agreement.

The Contractor expressly warrants that it has employed no third person to solicit or obtain this Agreement on its behalf, or to cause or procure the same to be obtained upon compensation in any way

contingent, in whole or in part, upon such procurement; and that it has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by it hereunder, and that it has not, in estimating the contract price demanded by it, included any sum by reason of any such brokerage, commission, or percentage, and that all moneys payable to it hereunder are free from obligation to other entities for services rendered, or supposed to have been rendered, in the procurement of this Agreement. Contractor further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this Agreement by the City, and the City may retain to its own use from any sums due or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

Under penalty of perjury under the laws of the United States and/or false declaration under the laws of Missouri, and any other applicable state or federal laws, the Contractor Signatory certifies that the Contractor and its officials, agents, and employees have neither directly nor indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this Agreement, and that the Contractor intends to do the work with its own bonafide employees or subcontractors and did not bid for the benefit of another contractor.

The "Contract Sum" is hereby defined as the sum total of the products of the estimated quantity of each bid item in the Itemized Bid Form and the unit price bid by the Contractor in the Itemized Bid Form for that item. 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 Itemized Bid Form 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 five-hundred-and-ninety-two thousand, five hundred, and sixty-one dollars and eighty cents ($592,561.80). The Contract unit prices and Contract item quantities are listed in Table A 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 A of this Agreement. All payments for the Work shall be based upon the Contract unit costs listed in Table A.

Based upon Applications for Payment submitted by the Contractor on or before the twentieth day of the month for work completed by the Contractor 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, 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 A and adjusted through subsequent Modification(s), if any; and
(3) Final payment shall be made within thirty (30) days after the Work is fully completed and accepted by the City and the Agreement fully performed.

TABLE A

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

Item Number	Item	Unit	Contract Quantity	Contract Unit Price	Item Subtotal
202-20.10	REMOVAL OF IMPROVEMENTS	LS	1	$ 46,208.00	$ 46,208.00
203-99.01	EARTHWORK	LS	1	$ 50,000.00	$ 50,000.00
304-05.04	TYPE 5 AGGREGATE BASE (4 IN. THICK)	SY	1,142	$ 8.00	$ 9,136.00
401-12.09	BITUMINOUS PAVEMENT MIXTURE PG62-22 (BP-1)	TON	778.8	$ 72.00	$ 56,073.60
401-30.00	BITUMINOUS PAVEMENT MIXTURE PG62-22 (BASE)	TON	226.1	$ 86.00	$ 19,444.60
407-10.05	TACK COAT	GAL	260	$ 3.00	$ 780.00
408-10.15	PRIME - LIQUID ASPHALT (MC30)	GAL	370	$ 3.00	$ 1,110.00
604-20.10	ADJUSTING MANHOLE	EA	1	$ 800.00	$ 800.00
604-20.20	ADJUSTING BASIN OR INLET	EA	7	$ 600.00	$ 4,200.00
609-99.03	MODIFIED CURB AND GUTTER, TYPE A	LF	3,425	$ 18.50	$ 63,362.50
616-10.05	CONSTRUCTION SIGNS	SF	559	$ 10.00	$ 5,590.00
616-10.08	ADVANCED WARNING RAIL SYSTEM	EA	2	$ 100.00	$ 200.00
616-10.09	FLAG ASSEMBLY	EA	15	$ 25.00	$ 375.00
616-10.25	CHANNELIZER (TRIM LINE)	EA	50	$ 30.00	$ 1,500.00
616-10.31	TYPE III MOVEABLE BARRICADE WITH LIGHT	EA	4	$ 200.00	$ 800.00
618-10.00	MOBILIZATION	LS	1	$ 35,700.00	$ 35,700.00
624-01.04A	SEPARATION GEOTEXTILE	SY	3,914	$ 3.25	$ 12,720.50
731-99.02	HYDRODYNAMIC SEPARATOR	EA	1	$ 20,196.00	$ 20,196.00
806-99.01	EROSION AND SEDIMENT CONTROL	LS	1	$ 5,000.00	$ 5,000.00
620-51.39A	TYPE 2 PREFORMED MARKING TAPE (GROOVED), 24 IN. WHITE, YIELD LINE TRIANGLES	EA	40	$ 75.00	$ 3,000.00
620-99.03	4 IN. WHITE EPOXY PAVEMENT MARKING PAING	LF	3,637	$ 1.00	$ 3,637.00
620-99.03	4 IN. YELLOW EPOXY PAVEMENT MARKING PAINT	LF	3,586	$ 1.00	$ 3,586.00
620-99.03	6 IN. WHITE EPOXY PAVEMENT MARKING PAINT	LF	514	$ 4.00	$ 2,056.00
620-99.03	24 IN. WHITE EPOXY PAVEMENT MARKING PAINT	LF	38	$ 50.00	$ 1,900.00
902-99.02	DETECTOR, PUSHBUTTON (ACCESSIBLE PEDESTRIAN SIGNAL)	EA	4	$ 300.00	$ 1,200.00
902-99.03	RECTANGULAR RAPID FLASHING BEACON	EA	2	$ 9,000.00	$ 18,000.00
903-10.10	CONCRETE FOOTINGS, EMBEDDED	CY	1.0	$ 2,000.00	$ 2,000.00
903-12.20	PIPE POSTS	LBS	240	$ 5.00	$ 1,200.00
903-12.40	BREAKAWAY ASSEMBLY	EA	5	$ 300.00	$ 1,500.00
903-50.04	TYPE SHR2L-1 SIGN	SF	18	$ 30.00	$ 540.00
903-99.02	SIGN RELOCATION	EA	3	$ 500.00	$ 1,500.00
604-99.02	ADJUST WATER VALVE TO GRADE	EA	3	$ 125.00	$ 375.00
604-99.03	ADJUST GAS VALVE TO GRADE	EA	1	$ 100.00	$ 100.00
604-99.04	ADJUST SANITARY VALVE/MANHOLE TO GRADE	EA	2	$ 800.00	$ 1,600.00
608-10.12	TRUNCATED DOMES	SF	281	$ 30.00	$ 8,430.00
608-50.08	PAVED APPROACH, 8 IN.	SY	498.4	$ 64.00	$ 31,897.60
608-60.04	CONCRETE SIDEWALK, 4 IN.	SY	1,147	$ 36.00	$ 41,292.00
608-99.02	CONCRETE CURB RAMP	EA	27	$ 1,260.00	$ 34,020.00
902-85.00	CABLE, LOOP DETECTOR, IN DUCT	LF	480	$ 5.00	$ 2,400.00
805-99.01	LANDSCAPING MODOT STAGING AREA	LS	1	$ 30,000.00	$ 30,000.00
720-99.01	RETAINING WALL REMOVAL AND REPLACMENT	LS	1	$ 54,132.00	$ 54,132.00
805-99.01	FERTILIZER, MULCHING, AND SEEDING	LS	1	$ 15,000.00	$ 15,000.00

CONTRACT SUM:	$ 592,561.80

IN WITNESS WHEREOF, the parties hereunto have hereunto set their hands and affixed their seals to execute this Agreement, this _____ day of _____, 2016.

CITY OF CREVE COEUR

By: _____
Mark C. Perkins, City Administrator

By: _____
James H. Heines, Director of Public Works

(SEAL)

Attest: _____
City Clerk

Date: _____

N. B. WEST CONTRACTING, INC.

By: _____
Signature

_____
Printed Name

_____
Title

(SEAL)

Attest: _____

Date: _____

DEPARTMENT OF PUBLIC WORKS
STAFF MEMORANDUM

DATE: September 7, 2016

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works

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

SUBJECT: Recommendation of Award
Coeur de Ville Rehabilitation Project

City staff has reviewed bids recently submitted for the Coeur de Ville Rehabilitation Project and makes the following recommendation for award of the contract to implement the project. Most of the funding for this project is to come through reimbursements from a federal grant that was awarded to the City in 2011. This grant is administered by the Missouri Department of Transportation (MoDOT), and MoDOT has recently indicated their concurrence with this recommendation of award.

Project Description

Coeur de Ville Drive begins at Ladue Road and runs along the west side of Interstate 270 until it reaches Olive Boulevard approximately 1.2 miles to the north. The City owns and maintains only a portion of Coeur de Ville: generally from Royal Valley Drive to the entrances of Parc Provence, measuring approximately 0.3 miles. MoDOT maintains the remainder of the street.

The rehabilitation of Coeur de Ville will replace or rejuvenate every aspect of the City's portion of Coeur de Ville and will make notable improvements in the MoDOT sections as well. The more significant aspects of the project include:

1. Pavement repairs. About half of the pavement in City's section of Coeur de Ville will be fully replaced, while the top 3" of the remainder will be replaced. The project will not impact the pavement in the MoDOT-maintained sections of Coeur de Ville.
2. Curb replacement. All of the curbing in the City's section of Coeur de Ville will be replaced.
3. Sidewalk updates. Accessibility improvements will be made along the length of Coeur de Ville, from Ladue Road to Olive Boulevard. These will include new curb ramps, sidewalk repairs, and a relocated crosswalk at the intersection with Olive Boulevard.
4. Retaining wall improvements. The retaining wall that supports the sidewalk just south of Royal Valley Drive is failing and will be replaced.
5. Landscaping. New berms and plants will be installed to surround and mask the MoDOT staging area that is bounded by Coeur de Ville to the west, Ladue to the south, and the Interstate 270 off ramp to Ladue on the east.

The project will result in significant aesthetic and structural improvements to one of the City's worst-rated streets.

Bid Advertisement
The Invitation for Bids for the Coeur de Ville project was posted on the Creve Coeur and MoDOT websites from July 28, 2016, through August 24, 2016. In addition, this Invitation for Bids was advertised on the following five (5) dates in *The Countian*, a daily newspaper published in St. Louis County:

- Tuesday, August 2
- Thursday, August 4
- Tuesday, August 9
- Thursday, August 11
- Tuesday, August 16

Finally, the Invitation for Bids was sent directly to contractors who have recently bid on similar City projects.

Bid Results
Bids were publicly opened and read for the Coeur de Ville project at the Creve Coeur Government Center at 10:00 a.m. on Wednesday, August 24, 2016. A total of six (6) bids were received, as detailed in the attached Bid Tabulation and as summarized below:

Bidder	Total Bid Price
1. N. B. West Contracting	$ 592,561.80
2. R. V. Wagner, Inc.	$ 751,717.10
3. Gershenson Construction Company	$ 763,220.98
4. Krupp Construction	$ 826,875.45
5. Tramar Contracting, Inc.	$ 848,787.00
6. Lamke Trenching & Excavating, Inc.	$ 866,292.10

Only minor calculation errors were found in two (2) of the bids, as highlighted in the Bid Tabulation spreadsheet, a copy of which is attached for reference. These errors did not impact the order of the bids.

Project Financing
The Coeur de Ville project will be completed using capital improvement funds allocated in the FY2017 budget under account number 02-61-71-9510-16720, which has sufficient funds to support a contract at the price bid by N. B. West Contracting.

STP Grant. The City was awarded a federal Surface Transportation Program (STP) grant that will reimburse up to $363,608.60 of the construction costs, representing approximately 61% of the price bid by N. B. West Contracting.

Evaluation of Bids and Bidders
City staff found that all of the six (6) bidders were responsible bidders, meaning that they all appear to be organized, equipped, and capable of performing the scope of work for the subject project.

The apparent lowest bidder, N. B. West Contracting (N B West), is a Saint-Louis-based company that has successfully completed at least three construction projects for the City in recent years: the West Olive median project, the Conway Road Resurfacing Project in 2011, and the Chilton Culvert Replacement Project in 2014. In each project, N B West demonstrated their ability to complete technically challenging tasks, such as reinforced concrete retaining walls and accessible curb ramps.

City staff finds that N B West is well suited to successfully complete the Coeur de Ville project. Staff typically seeks a bid from N B West for the City's construction projects, because staff appreciates that N B West can do the work well.

Further, N B West has expressed a desire to begin the project immediately. Their schedule is such that they have the capacity to complete the project this fall.

Recommendation

The recommendation is to award the Coeur de Ville Rehabilitation Project to N. B. West Contracting, Inc. for the total price of $ 592,561.80 due to their low bid for the work, their current availability, and their past experience and performance with similar work in the City. City staff expects that N. B. West Contracting will successfully complete the subject project.

Concurrence in Award. MoDOT has reviewed the recommendation by City staff to award the subject project to N. B. West Contracting and has recently issued its concurrence in award. A copy of this letter is attached for reference.

Attachments: Bid Tabulation

MoDOT Concurrence in Award

BID TABULATION

COEUR DE VILLE REHABILITATION PROJECT STP-5526(639)

City of Creve Coeur, Missouri

Bids opened: 10:00 a.m. Wednesday, August 24, 2016

Item Number	Item	Unit	Contract Quantity	NB West Contracting		RV Wagner Inc.		Gershenson Construction Co.		Krupp Construction		Tramar Contracting Inc.		Lamke Trenching and Excavating, Inc.	
				Unit Bid Price	Item Subtotal	Unit Bid Price	Item Subtotal	Unit Bid Price	Item Subtotal	Unit Bid Price	Item Subtotal	Unit Bid Price	Item Subtotal	Unit Bid Price	Item Subtotal
202-20.10	REMOVAL OF IMPROVEMENTS	LS	1	$ 46,208.00	$ 46,208.00	$ 105,000.00	$ 105,000.00	$ 115,000.00	$ 115,000.00	$ 101,000.00	$ 101,000.00	$ 132,550.00	$ 132,550.00	$ 128,000.00	$ 128,000.00
203-99.01	EARTHWORK	LS	1	$ 50,000.00	$ 50,000.00	$ 55,000.00	$ 55,000.00	$ 62,500.00	$ 62,500.00	$ 42,000.00	$ 42,000.00	$ 50,000.00	$ 50,000.00	$ 35,600.00	$ 35,600.00
304-05.04	TYPE 5 AGGREGATE BASE (4 IN. THICK)	SY	1,142	$ 8.00	$ 9,136.00	$ 13.00	$ 14,846.00	$ 9.00	$ 10,278.00	$ 11.00	$ 12,562.00	$ 21.00	$ 23,982.00	$ 6.00	$ 6,852.00
401-12.09	BITUMINOUS PAVEMENT MIXTURE PG62-22 (BP-1)	TON	779	$ 72.00	$ 56,073.60	$ 86.00	$ 66,976.80	$ 75.50	$ 58,799.40	$ 82.00	$ 63,861.60	$ 90.00	$ 70,092.00	$ 90.00	$ 70,092.00
401-30.00	BITUMINOUS PAVEMENT MIXTURE PG62-22 (BASE)	TON	226	$ 86.00	$ 19,444.60	$ 98.00	$ 22,157.80	$ 86.00	$ 19,444.60	$ 132.00	$ 29,845.20	$ 90.00	$ 20,349.00	$ 90.00	$ 20,349.00
407-10.05	TACK COAT	GAL	260	$ 3.00	$ 780.00	$ 4.00	$ 1,040.00	$ 1.00	$ 260.00	$ 20.00	$ 5,200.00	$ 10.00	$ 2,600.00	$ 10.00	$ 2,600.00
408-10.15	PRIME - LIQUID ASPHALT (MC30)	GAL	370	$ 3.00	$ 1,110.00	$ 7.00	$ 2,590.00	$ 1.00	$ 370.00	$ 14.00	$ 5,180.00	$ 10.00	$ 3,700.00	$ 10.00	$ 3,700.00
604-20.10	ADJUSTING MANHOLE	EA	1	$ 800.00	$ 800.00	$ 400.00	$ 400.00	$ 425.00	$ 425.00	$ 460.00	$ 460.00	$ 1,906.00	$ 1,906.00	$ 750.00	$ 750.00
604-20.20	ADJUSTING BASIN OR INLET	EA	7	$ 600.00	$ 4,200.00	$ 550.00	$ 3,850.00	$ 725.00	$ 5,075.00	$ 1,500.00	$ 10,500.00	$ 2,020.00	$ 14,140.00	$ 1,500.00	$ 10,500.00
609-99.03	MODIFIED CURB AND GUTTER, TYPE A	LF	3,425	$ 18.50	$ 63,362.50	$ 24.00	$ 82,200.00	$ 28.00	$ 95,900.00	$ 22.00	$ 75,350.00	$ 21.00	$ 71,925.00	$ 33.00	$ 113,025.00
616-10.05	CONSTRUCTION SIGNS	SF	559	$ 10.00	$ 5,590.00	$ 9.00	$ 5,031.00	$ 8.00	$ 4,472.00	$ 11.00	$ 6,149.00	$ 8.00	$ 4,472.00	$ 8.00	$ 4,472.00
616-10.08	ADVANCED WARNING RAIL SYSTEM	EA	2	$ 100.00	$ 200.00	$ 47.00	$ 94.00	$ 45.00	$ 90.00	$ 210.00	$ 420.00	$ 45.00	$ 90.00	$ 45.00	$ 90.00
616-10.09	FLAG ASSEMBLY	EA	15	$ 25.00	$ 375.00	$ 25.00	$ 375.00	$ 15.00	$ 225.00	$ 17.00	$ 255.00	$ 15.00	$ 225.00	$ 15.00	$ 225.00
616-10.25	CHANNELIZER (TRIM LINE)	EA	50	$ 30.00	$ 1,500.00	$ 35.00	$ 1,750.00	$ 18.00	$ 900.00	$ 30.00	$ 1,500.00	$ 18.00	$ 900.00	$ 18.00	$ 900.00
616-10.31	TYPE III MOVEABLE BARRICADE WITH LIGHT	EA	4	$ 200.00	$ 800.00	$ 100.00	$ 400.00	$ 125.00	$ 500.00	$ 222.00	$ 888.00	$ 125.00	$ 500.00	$ 125.00	$ 500.00
618-10.00	MOBILIZATION	LS	1	$ 35,700.00	$ 35,700.00	$ 41,000.00	$ 41,000.00	$ 70,520.00	$ 70,520.00	$ 85,000.00	$ 85,000.00	$ 85,436.00	$ 85,436.00	$ 42,500.00	$ 42,500.00
624-01.04A	SEPARATION GEOTEXTILE	SY	3,914	$ 3.25	$ 12,720.50	$ 3.50	$ 13,699.00	$ 2.62	$ 10,254.68	$ 4.00	$ 15,656.00	$ 4.00	$ 15,656.00	$ 4.00	$ 15,656.00
731-99.02	HYDRODYNAMIC SEPARATOR	EA	1	$ 20,196.00	$ 20,196.00	$ 29,000.00	$ 29,000.00	$ 35,500.00	$ 35,500.00	$ 77,000.00	$ 77,000.00	$ 49,900.00	$ 49,900.00	$ 52,000.00	$ 52,000.00
806-99.01	EROSION AND SEDIMENT CONTROL	LS	1	$ 5,000.00	$ 5,000.00	$ 9,500.00	$ 9,500.00	$ 5,000.00	$ 5,000.00	$ 12,000.00	$ 12,000.00	$ 7,500.00	$ 7,500.00	$ 7,250.00	$ 7,250.00
620-51.39A	TYPE 2 PREFORMED MARKING TAPE (GROOVED), 24 IN. WH	EA	40	$ 75.00	$ 3,000.00	$ 60.00	$ 2,400.00	$ 50.00	$ 2,000.00	$ 55.00	$ 2,200.00	$ 75.00	$ 3,000.00	$ 50.00	$ 2,000.00
620-99.03	4 IN. WHITE EPOXY PAVEMENT MARKING PAING	LF	3,637	$ 1.00	$ 3,637.00	$ 1.30	$ 4,728.10	$ 1.10	$ 4,000.70	$ 1.25	$ 4,546.25	$ 1.00	$ 3,637.00	$ 1.10	$ 4,000.70
620-99.03	4 IN. YELLOW EPOXY PAVEMENT MARKING PAINT	LF	3,586	$ 1.00	$ 3,586.00	$ 1.30	$ 4,661.80	$ 1.10	$ 3,944.60	$ 1.25	$ 4,482.50	$ 1.00	$ 3,586.00	$ 1.10	$ 3,944.60
620-99.03	6 IN. WHITE EPOXY PAVEMENT MARKING PAINT	LF	514	$ 4.00	$ 2,056.00	$ 2.30	$ 1,182.20	$ 2.00	$ 1,028.00	$ 2.25	$ 1,156.50	$ 4.00	$ 2,056.00	$ 2.00	$ 1,028.00
620-99.03	24 IN. WHITE EPOXY PAVEMENT MARKING PAINT	LF	38	$ 50.00	$ 1,900.00	$ 18.00	$ 684.00	$ 15.00	$ 570.00	$ 16.00	$ 608.00	$ 50.00	$ 1,900.00	$ 15.00	$ 570.00
902-99.02	DETECTOR, PUSHBUTTON (ACCESSIBLE PEDESTRIAN SIGN	EA	4	$ 300.00	$ 1,200.00	$ 350.00	$ 1,400.00	$ 300.00	$ 1,200.00	$ 1,300.00	$ 5,200.00	$ 1,234.00	$ 4,936.00	$ 1,234.00	$ 4,936.00
902-99.03	RECTANGULAR RAPID FLASHING BEACON	EA	2	$ 9,000.00	$ 18,000.00	$ 10,000.00	$ 20,000.00	$ 9,000.00	$ 18,000.00	$ 5,300.00	$ 10,600.00	$ 5,045.00	$ 10,090.00	$ 5,045.00	$ 10,090.00
903-10.10	CONCRETE FOOTINGS, EMBEDDED	CY	1	$ 2,000.00	$ 2,000.00	$ 2,300.00	$ 2,300.00	$ 1,950.00	$ 1,950.00	$ 2,100.00	$ 2,100.00	$ 1,950.00	$ 1,950.00	$ 1,950.00	$ 1,950.00
903-12.20	PIPE POSTS	LBS	240	$ 5.00	$ 1,200.00	$ 4.50	$ 1,080.00	$ 4.00	$ 960.00	$ 5.00	$ 1,200.00	$ 4.00	$ 960.00	$ 4.00	$ 960.00
903-12.40	BREAKAWAY ASSEMBLY	EA	5	$ 300.00	$ 1,500.00	$ 300.00	$ 1,500.00	$ 250.00	$ 1,250.00	$ 292.00	$ 1,460.00	$ 250.00	$ 1,250.00	$ 250.00	$ 1,250.00
903-50.04	TYPE SHR2L-1 SIGN	SF	18	$ 30.00	$ 540.00	$ 31.00	$ 558.00	$ 26.00	$ 468.00	$ 30.00	$ 540.00	$ 26.00	$ 468.00	$ 26.00	$ 468.00
903-99.02	SIGN RELOCATION	EA	3	$ 500.00	$ 1,500.00	$ 800.00	$ 2,400.00	$ 400.00	$ 1,200.00	$ 466.00	$ 1,398.00	$ 400.00	$ 1,200.00	$ 400.00	$ 1,200.00
604-99.02	ADJUST WATER VALVE TO GRADE	EA	3	$ 125.00	$ 375.00	$ 630.00	$ 1,890.00	$ 425.00	$ 1,275.00	$ 175.00	$ 525.00	$ 250.00	$ 750.00	$ 375.00	$ 1,125.00
604-99.03	ADJUST GAS VALVE TO GRADE	EA	1	$ 100.00	$ 100.00	$ 250.00	$ 250.00	$ 50.00	$ 50.00	$ 175.00	$ 175.00	$ 100.00	$ 100.00	$ 375.00	$ 375.00
604-99.04	ADJUST SANITARY VALVE/MANHOLE TO GRADE	EA	2	$ 800.00	$ 1,600.00	$ 690.00	$ 1,380.00	$ 715.00	$ 1,430.00	$ 400.00	$ 800.00	$ 1,906.00	$ 3,812.00	$ 1,200.00	$ 2,400.00
608-10.12	TRUNCATED DOMES	SF	281	$ 30.00	$ 8,430.00	$ 22.00	$ 6,182.00	$ 24.00	$ 6,744.00	$ 23.00	$ 6,463.00	$ 24.00	$ 6,744.00	$ 25.00	$ 7,025.00
608-50.08	PAVED APPROACH, 8 IN.	SY	498	$ 64.00	$ 31,897.60	$ 61.00	$ 30,402.40	$ 55.00	$ 27,412.00	$ 66.00	$ 32,894.40	$ 50.00	$ 24,920.00	$ 67.00	$ 33,392.80
608-60.04	CONCRETE SIDEWALK, 4 IN.	SY	1,147	$ 36.00	$ 41,292.00	$ 47.00	$ 53,909.00	$ 38.00	$ 43,586.00	$ 50.00	$ 57,350.00	$ 37.00	$ 42,439.00	$ 55.00	$ 63,085.00
608-99.02	CONCRETE CURB RAMP	EA	27	$ 1,260.00	$ 34,020.00	$ 1,500.00	$ 40,500.00	$ 2,225.00	$ 60,075.00	$ 1,250.00	$ 33,750.00	$ 1,850.00	$ 49,950.00	$ 2,950.00	$ 79,650.00
902-85.00	CABLE, LOOP DETECTOR, IN DUCT	LF	480	$ 5.00	$ 2,400.00	$ 5.00	$ 2,400.00	$ 4.30	$ 2,064.00	$ 7.50	$ 3,600.00	$ 6.70	$ 3,216.00	$ 6.70	$ 3,216.00
805-99.01	LANDSCAPING MODOT STAGING AREA	LS	1	$ 30,000.00	$ 30,000.00	$ 36,000.00	$ 36,000.00	$ 20,000.00	$ 20,000.00	$ 36,000.00	$ 36,000.00	$ 60,000.00	$ 60,000.00	$ 52,500.00	$ 52,500.00
720-99.01	RETAINING WALL REMOVAL AND REPLACMENT	LS	1	$ 54,132.00	$ 54,132.00	$ 65,000.00	$ 65,000.00	$ 55,000.00	$ 55,000.00	$ 60,000.00	$ 60,000.00	$ 58,400.00	$ 58,400.00	$ 48,565.00	$ 48,565.00
805-99.01	FERTILIZER, MULCHING, AND SEEDING	LS	1	$ 15,000.00	$ 15,000.00	$ 16,000.00	$ 16,000.00	$ 13,500.00	$ 13,500.00	$ 15,000.00	$ 15,000.00	$ 7,500.00	$ 7,500.00	$ 27,500.00	$ 27,500.00

	NB West Contracting	RV Wagner Inc.	Gershenson Construction Co.	Krupp Construction	Tramar Contracting Inc.	Lamke Trenching and Excavating, Inc.
Total Bid:	$ 592,561.80	$ 751,717.10	$ 763,220.98	$ 826,875.45	$ 848,787.00	$ 866,292.10

Denotes discrepancy between price written in words and numbers. Number written in words shown.

Denotes calculation error. Corrected value shown.

Matt Wohlberg <mwohlberg@crevecoeurmo.gov>

Fwd: Concurrence in Award

1 message

Matt Wohlberg <mwohlberg@crevecoeurmo.gov> Thu, Sep 8, 2016 at 8:46 AM
To: Matt Wohlberg <mwohlberg@crevecoeurmo.gov>

From: **Innovations** <MoDOTSP@modot.mo.gov>
Date: Thu, Sep 1, 2016 at 3:09 PM
Subject: Concurrence in Award
To: Samuel.Niederhelm@modot.mo.gov, Beth.Bittick@modot.mo.gov, Cynthia.Simmons@modot.mo.gov, Gregory.Wilhelm@modot.mo.gov, John.Brendel@modot.mo.gov, Mark.Sauerwein@modot.mo.gov, Randall.Glaser@modot.mo.gov, Russell.Klein@modot.mo.gov, Thomas.McCloskey@modot.mo.gov, Vince.Kaimann@modot.mo.gov, Wesley.Stephen@modot.mo.gov, William.Gabler@modot.mo.gov, rberan@crevecoeurmo.gov
Cc: Randy.Gilliland@modot.mo.gov, Kim.Temmen@modot.mo.gov, Amanda.Haynes@modot.mo.gov, Donna.Roewe@modot.mo.gov, Linda.Conner@modot.mo.gov, Lindsey.Boswell@modot.mo.gov, MaryAnn.Jacobs@modot.mo.gov, data_backup@ghspfewp21.dot.missouri

9/1/2016

City of Creve Coeur
Richard Beran

Re: Concurrence in Award
STP-5526(639)
Rehabilitation Project

Dear Richard Beran

The Missouri Department of Transportation (MoDOT) concurs with the recommendation to award this project to N.B. West Contracting, with a low bid of $592,561.80. MoDOT's External Civil Rights have approved the DBE participation submitted by the awarded bidder to fulfill the DBE Goal of 11%.

After executing the contract, please submit an electronic copy of the following documents to your MoDOT district contact:

- Final Plans Package given to Bidders (include all addenda that were issued)
- Fully Executed Contract
- Payment Bond, Performance Bond
- Insurance Certificate
- Signed Worker Eligibility Verification Affidavit
- Signed E-Verify Memorandum of Understanding (MOU)
- Certification Regarding Affirmative Action signed by prime contractor (only if NOT utilizing MoDOT's Federal Project Bid Proposal Boilerplate)

MoDOT will grant the authority to issue the Notice To Proceed after these documents have been reviewed. The fully executed contract must be the same version that was shown in the bid proposal and must include all signatures, etc.

The itemized proposal is used in preparing a formal project agreement with FHWA. Upon FHWA's approval, a copy of the summary of estimated cost will be furnished for your use. You will then be able to submit invoices for reimbursement.

Please contact your district representative at http://www.modot.org/business/manuals/LPAContacts.htm to coordinate the scheduling of a pre-construction conference or if you have any questions regarding the required submittals.

Sincerely,

Kenny Voss, P.E.
LPA Administrator
(573)526-2924

Please do not respond to this automated email. Forward the email, with your questions or concerns to LPASubmit@modot.mo.gov

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

SCHEDULED

Meeting: 09/12/16 07:00 PM
Department: Arts Commission
Category: Report
Prepared By: Bess McCoy
Department Head: Bess McCoy

STAFF REPORT

Proposition P Public Engagement Plan

Staff will provide an update on the City's public engagement plan to inform residents about Proposition P before it appears on the November 8 ballot.

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: September 12, 2016

Subject: Proposition P Public Engagement Plan Update

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

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To inform Creve Coeur residents about Proposition P before it appears on the November 8 ballot, I have prepared the following update to the public engagement plan I originally proposed in May. The original plan address the strategy from June through November. Prior to that point, we had already been educating the public on the issue throughout the analysis period including five newsletter articles (July 2014, February 2015, October 2015, December 2015, and May 2016), a Police and Government Center Needs Analysis page on the website, periodic updates to the home page of the website, and two facilities tours, one for appointed officials and one for residents.

Since my first proposed public engagement plan, the city has continued to educate the public through various outlets. These include three more newsletter articles (July 2016, August 2016, and September 2016), two press releases, the creation of a Proposition P page on the website, additional updates to the website home page featuring timely information, a handout that has been distributed at several events including Town Hall meetings and Creve Coeur Night Out, and several updates on the city's social media accounts.

Moving forward, informational material will focus on how a new police station is an investment in public safety, how public safety demands have changed since the department moved into the facility nearly 30 years ago, and how the department has outgrown the facilities in response to the increase in population in Creve Coeur and therefore an increase in the number of officers serving the community.

Project Cost Estimates

Budget Item	**Estimated cost**
Postcards (12,000)	$1,605
Mailing Services ($500)	$389.75
Postage	$1,698.10
Peachjar Flyers (6 schools for one month)	$150
Posters	$174.34
Total:	**$4017.19**

Proposed Public Engagement Plan Timeline

September:

- Newsletter article: The September Newsletter featured an overview of the police facilities needs and an update on the status of the proposition
- Email to trustees 1: Mayor Glantz will send an email to all trustees briefly overviewing the proposition, encouraging trustees to share information with their neighbors, and offering attendance of the Police Chief or Command staff at a neighborhood meeting to discuss the proposition along with any other public safety issues of concern to residents.
- Email to appointed officials 1: Mayor Glantz will send an email to all appointed officials informing them on Proposition P and asking them to help inform other residents about the proposition.
- Posters: Informational posters will be placed in the lobbies of the Government Center, the Community Center and the Dielmann Recreation Complex. These will include the ballot language, an overview of the cost, an overview of why the Police Department has outgrown the current facilities and how police facilities are related to public safety, voting information, and details on how residents can find out more.
- Postcard: An informational postcard will be printed including the ballot language and a brief overview of the cost. Messaging will focus on how the Police Department has outgrown the current facilities and how a new station will equip the department with tools to help them to continue providing the high level of service residents have come to expect into the future. These postcards will be available in the Government Center, Police Department and Dielmann Recreation Center. The postcards will also be available at city events including Town Hall meetings, the Farmers Market, Trunk or Treat and other events.

October

- Newsletter:
    - Article - The October Newsletter will feature an article focusing on the relationship between a police station and public safety and how public safety demands have changed since the Police Department moved into the current facilities.
    - Additional information - The October Newsletter will also include additional detail on facilities' needs, how a new police facility will help maintain public safety and police services, how the new police facility will be financed, and frequently asked questions.
- Public Forum: City staff will host a public forum on Tuesday, October 25 at 7:00 p.m. residents will have the opportunity to tour the facilities, talk to Chief Eidman and other staff, and learn more about the proposition.
- Email to neighborhood watch 1: Chief Eidman will send an email to the members of the neighborhood watch educating them on Proposition P and encouraging them to find more information on the city website.
- Email to appointed officials 2: Mayor Glantz will send a second email to the appointed officials overviewing why the police department needs a new facility and informing them on how they can vote on the issue.
- Email to trustees 2: Mayor Glantz will send a second email to all trustees overviewing why the police department needs a new facility and asking them to share this information with their neighbors.
- Email to neighborhood watch 2: Chief Eidman will send a second email to the members of the neighborhood watch around the last week of October overviewing why the police department needs a new facility and informing them on how they can vote on the issue.
- Press release 3: A third press release will be sent one week prior to the election to remind media of the ballot issue.

- Postcard: The postcards printed in September will be mailed to all residents around the last week of October.
- Peachjar: A flyer will be uploaded to Peachjar to be sent to parents at the local public schools (Spoede Elementary School, Ladue Middle School, Ladue Horton Watkins High School, Bellerive Elementary School, Parkway Northeast Middle School, and Parkway North High School) outlining how a new police facility will improve public safety and police services, overviewing how the facility will be financed, and providing information on how to vote on the issue.

Ongoing:

- Creve Coeur website: The website will be kept up-to-date with the most recent information on the facilities' needs project. A dedicated page as well as the home page will be frequently updated with educational information as well as opportunities to submit feedback or request additional information.
- Social media: The city's Facebook and Twitter accounts will be updated frequently with educational information on the city's facilities' needs. These posts will link to the city website for additional information.
- Town hall meetings: Key staff members will attend town hall meetings as they are scheduled to discuss the facilities' needs and take questions from residents.