



**REGULAR MEETING
AGENDA
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
FEBRUARY 13, 2017
7:00 PM**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

COMMENTS FROM THE GENERAL PUBLIC

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

ACCEPTANCE OF THE AGENDA

ANNOUNCEMENTS

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

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

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

1. CONSENT AGENDA

a. Council Minutes Dated January 23, 2017

BILLS PAYABLE REPORT

For Information Only

Summary: Attached for your information is a list of bills payable dated February 8, 2017 in the amount of \$507,287.24. No vote is required.

UNFINISHED BUSINESS

2. Bill No. 5639 - an Ordinance Authorizing the Exercise of the Power of Eminent Domain to Obtain Permanent Sidewalk Easements and Temporary Construction Easements Necessary for the Warson Road Improvement Project. Final Reading and Passage

Summary: The proposed ordinance authorizes the use of eminent domain in the event such is needed to complete the Warson Road Improvement Project.



**AGENDA
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
FEBRUARY 13, 2017
7:00 PM**

NEW BUSINESS

- 3. Bill No. 5640 - an Ordinance Authorizing the Issuance of a New Conditional Use Permit for a 1,845 Square-Foot Eating and Drinking Establishment, Symbolwl, Located at 11623 Olive Boulevard, Unit 1 Within the Cityplace Mixed-Use/Retail Development. First Reading**

Summary: Peter Conant, of Conant Design Architect, on behalf of Greg Owens, of Symbolwl Creve Coeur, has submitted an application for a new conditional use permit for a 1, 845 sq. ft., limited service restaurant (NAICS 722513) with 46 indoor seats, at 11623 Olive Boulevard, Unit 1 within the CityPlace Retail Center, in a portion of the former FedEx tenant space. The subject property is zoned CB, Core Business District. All limited-service restaurants (NAICS 722513) are permitted as a conditional use with review and approval by the City Council upon the recommendation of the Planning and Zoning Commission.

- 4. Resolution No. 1262 - a Resolution Approving an Amended Site Concept Plan and Site Development Plan for New Emergency Department Additions to the Existing Emergency and Heart Health Building**

Summary: Dennis Pruitt, of Heideman Assoc, Inc., on behalf of Mercy Hospital - St. Louis at 615 S. New Ballas Road, has submitted a request for an amendment to the site concept plan and a site development plan for Emergency Department building additions, that include a 500 square foot addition on the north side of the building and a 4,057 square foot addition on the south side of the building.

- 5. Resolution No. 1263 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Execution of the Necessary Documents for Submitting the Project Proposal Application and Later for Executing an Agreement for a Grant-In-Aid from the Federal Transportation Improvement Program Grant Commission through the Surface Transportation Program - Sub-Allocated Grant Program for Improvements to Fernview Drive.**

Summary: Staff recommends that the City pursue federal grant assistance for \$250,000 of the costs to resurface Fernview Drive, generally from Gallagher Drive to Olive Boulevard. The grant funding represents approximately 69% of the estimated cost of the project. If the grant application is successful, construction for this project would be expected in FY2021.



**AGENDA
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
FEBRUARY 13, 2017
7:00 PM**

- 6. Resolution No. 1264 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Execution of the Necessary Documents for Submitting the Project Proposal Application and Later for Executing an Agreement for a Grant-In-Aid from the Federal Transportation Improvement Program Grant Commission through the Surface Transportation Program – Sub-Allocated Grant Program for the Mosley Road Improvement Project – Phase 1.**

Summary: Staff recommends that the City pursue a federal grant to fund up to \$425,000 of the costs to improve Mosley Road. The grant amount represents approximately 60% of the estimated cost of the project. This project would be the first of two phases and would involve Mosley Road from Ladue Road to Mosley Acres Drive. If the grant application is successful, construction of this project would be expected in FY2021.

- 7. Resolution No. 1265 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Execution of a Contract with Archimages, Inc. to Perform as the Architectural Design Consultant and Head of the Design Team for the Proposed Police Building and Associated Site Work for a Fee of \$702,322 and Up to \$10,000 in Expenses.**

Summary: The approval of this Resolution will allow the City Administrator to enter into a contract agreement with Archimages to provide Architectural and Site Design Services for the construction of the new Police building and associated site improvements.

- 8. Resolution No. 1266 - a Resolution of the City Council of the City of Creve Coeur, Missouri Authorizing the Execution of a Contract with Amcon Municipal Concrete, LLC for the Emerson Sidewalk Improvement Project for the Amount of \$348,542.30.**

Summary: City staff has reviewed the bids received for the Emerson Sidewalk Improvements Project and recommends award of the construction contract to Amcon Municipal Concrete, LLC. This firm has provided the lowest, responsible, and responsive bid and has provided quality work for the City in past roadway and sidewalk projects. The City was awarded a Transportation Alternatives Program (TAP) grant to subsidize the cost of this project. The Missouri Department of Transportation (MoDOT) administers this federal grant. MoDOT has issued its concurrence in award of the project to Amcon Municipal Concrete.

- 9. Resolution No. 1267 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Execution of a Contract with Kelp Contracting, Inc., for the Alden Lane Box Culvert Repair Project for the Not to Exceed Amount of \$156,872.70.**

Summary: City staff recommends that the City Council authorize a contract with Kelp Contracting, Inc., for a project to extend a box culvert that supports Alden Lane. This



**AGENDA
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
FEBRUARY 13, 2017
7:00 PM**

project became necessary after a part of the existing culvert began to fall into the creek. The resulting project will allow for Alden Lane to be widened to two lanes over this culvert and will provide an adequate guardrail. Three bid alternates were included with this bid. Staff recommends that the City pursue the bid alternate to resurface the pavement of the Alden Lane cul-de-sac that is adjacent to this culvert and is in poor condition.

10. Resolution No. 1268 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Execution of the Necessary Documents for Submitting the Project Proposal Application and Later for Executing an Agreement for a Grant-In-Aid from the Federal Recreational Trails Program (Rtp) Grant Commission as a Rtp Application for the Malcolm Terrace Park Improvements Project.

Summary: City staff recommends pursuit of a federal grant-in-aid Recreational Trails Program grant of \$53,000 for Malcolm Terrace Park Improvements.

11. Resolution No. 1269 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Creve Coeur Police Department to Participate in the Missouri Highway Safety Program

Summary: This resolution is an opportunity to apply for five Police Traffic Services Grants in the amount of \$83,800.

12. Resolution No. 1270 - a Resolution to Adopt a Capital Asset Policy for the City of Creve Coeur

Summary: A Resolution to adopt a Capital Asset Policy for the City of Creve Coeur.

APPOINTMENTS

13. Director of Finance

14. OGTDD - Reappointment of Three Board Members

BUSINESS FROM MAYOR AND CITY COUNCIL

15. Council Liaison Reports

BUSINESS FROM CITY ADMINISTRATOR

16. 2016 Farmer's Market Review

Summary: The market opened in 2014 and each year the staff prepares a summary memo to review what works, what needs attention and moving forward into the new market season.



**AGENDA
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
FEBRUARY 13, 2017
7:00 PM**

17.2Nd Quarter FY 2017 Financial Analyses

Summary: Financial Analyses for the 2nd Quarter FY 2017 for the two major operating funds, General Fund and Municipal Enterprise Fund.

18. Parks and Recreation Sponsorship Opportunities

Summary: The Parks and Recreation Department offers partnership opportunities with local businesses and organizations to fit any budget. The partnership allows businesses to reach a new audience while building a stronger, healthier active community. This discussion will give Council the chance to review the current packet, with new opportunities for the Heart to Heart Run/Walk and for the Golf Course Hole Sponsorship.

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 02/9/2017
Deborah Ryan, MPCC
City Clerk



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

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

Meeting: 02/13/17 07:00 PM

DOC ID: 2294

COUNCIL MINUTES (ID # 2294)

Council Minutes Dated January 23, 2017



**MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
JANUARY 23, 2017
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, January 23, 2017.

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. Travers	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
Mr. Saunders	Council Member Ward IV

COMMENTS FROM THE GENERAL PUBLIC

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

No one requested to speak.

ACCEPTANCE OF THE AGENDA

Council Member Saunders moved, seconded by Council Member D'Alfonso 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 Travis – Aye
Council Member Faron – Aye
Council Member Ruzicka – Aye
Council Member D'Alfonso – Aye
Council Member Saunders – Aye

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



**MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
JANUARY 23, 2017
7:00 PM**

ANNOUNCEMENTS

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6:00 p.m. - 7:00 p.m. - Work Session
7:00 p.m. - Regular Meeting of the City Council***

PUBLIC HEARING - Possible Use of Eminent Domain for Easements for the Warson Improvement Project

A presentation was made by Matt Wohlberg, City Engineer regarding the possible use of Eminent Domain for easements necessary for the Warson Improvement project.

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

1. CONSENT AGENDA

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

a. Council Minutes Dated January 9, 2017

Council Member D'Alfonso requested a change to the January 9, 2017 Council minutes. On Item 10A, it states, "Council Member D'Alfonso is asking for review and that some amendments be made to allow for some commercial vehicles that have advertisement for those residents that are business owners." The addition of "of various weight and size" as opposed to those that have advertisement.

Council Member D'Alfonso moved, seconded by Council Member Lawrence to approve the consent agenda as amended, with the vote upon such motion as follows, to-wit:

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

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

BILLS PAYABLE REPORT

For Information Only

Summary: Attached for your information is a listing of bills payable dated January 18, 2017 in the amount of \$442,230.13. No vote is required.



**MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
JANUARY 23, 2017
7:00 PM**

UNFINISHED BUSINESS

- 2. Revised Bill No. 5634 - an Ordinance Amending the Adopted 2017 General Fund, Enterprise Fund and Capital Fund Budgets of the City of Creve Coeur by Authorizing Additional Appropriations and Unappropriations from Operating Departments and Establishing a Separate Fund Regarding Construction of the New Police Building Including Appropriations for FY 2017 for Such Fund. Final Reading and Passage**

City Clerk read Revised Bill No. 5634 for the final time.

Council Member Baseley moved, seconded by Council Member Saunders to approve Revised Bill No. 5634, 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 Saunders – Aye
Council Member Lawrence – Aye
Council Member Hoffman – Aye
Council Member Baseley – Aye
Council Member Travers – Aye

The vote on the motion being 8 ayes and 0 nays, motion carried. Revised Bill No. 5634 becomes Ordinance No. 5513.

- 3. Bill No. 5635 - an Ordinance Authorizing a Master Sign Plan Pursuant to Section 405.950.J of the City of Creve Coeur’s Code of Ordinances for the West Oak Shopping Center Located Within the “CB” Core Business District. Final Reading and Passage**

City Clerk read Bill No. 5635 for the final time.

Council Member Hoffman moved, seconded by Council Member Faron to approve Bill No. 5635, with the vote upon such motion as follows, to-wit:

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

The vote on the motion being 8 ayes and 0 nays, motion carried. Bill No. 5635 becomes Ordinance No. 5514.



**MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
JANUARY 23, 2017
7:00 PM**

4. Amended Bill No. 5636 - an Ordinance Amending Ordinance No. 5294 to Allow for a 2.5 Foot by Eight Foot Cantilever Living Area to Protrude into the Rear Yard Setback on Lot 5 and to Eliminate the Requirement for a Sight-Proof Fence on the South and East Portion of the Subdivision. Final Reading and Passage

City Clerk read Amended Bill No. 5636 for the final time.

Council Member Saunders moved, seconded by Council Member Lawrence to approve Amended Bill No. 5636, with the vote upon such motion as follows, to-wit:

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

The vote on the motion being 8 ayes and 0 nays, motion carried. Amended Bill No. 5636 becomes Ordinance No. 5515.

5. Bill No. 5637 - an Ordinance of the City Council of the City of Creve Coeur, Missouri Authorizing the Extension of License for Use of Right-Of-Way by Edward D. Jones & Co., L.P. Final Reading and Passage

City Clerk read Bill No. 5637 for the final time.

Council Member Hoffman moved, seconded by Council Member Baseley to approve Bill No. 5637, 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 Saunders – Aye
Council Member Lawrence – Aye
Council Member Hoffman – Aye
Council Member Baseley – Aye
Council Member Travers – Aye

The vote on the motion being 8 ayes and 0 nays, motion carried. Bill No. 5637 becomes Ordinance No. 5516.

6. Bill No. 5638 - an Ordinance Revising Section 135.120 of the Code of Ordinances of the City of Creve Coeur, Missouri, Regarding Release and Bail. Final Reading and Passage

City Clerk read Bill No. 5638 for the final time.

Council Member Faron moved, seconded by Council Member Saunders to approve Bill No. 5638, with the vote upon such motion as follows, to-wit:



**MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
JANUARY 23, 2017
7:00 PM**

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

The vote on the motion being 8 ayes and 0 nays, motion carried. Bill No. 5638 becomes Ordinance No. 5517.

NEW BUSINESS

7. Bill No. 5639 - an Ordinance Authorizing the Exercise of the Power of Eminent Domain to Obtain Permanent Sidewalk Easements and Temporary Construction Easements Necessary for the Warson Road Improvement Project. First Reading

City Clerk read Bill No. 5639 for the first time.

8. Resolution No. 1261 - a Resolution of the City Council of the City of Creve Coeur, Missouri Authorizing the Execution of a Contract with Intuition & Logic, for Engineering Services Related to Improvements to Bridges at Malcolm Terrace Park and the Creve Coeur Golf Course for the Not-To-Exceed Amount of \$75,007.50.

City Clerk read Resolution No. 1261.

Matt Wohlberg presented the staff recommendation to hire Intuition & Logic to provide the engineering services necessary to design and permit improvements to the creek and bridge abutments for a deteriorating bridge at Malcolm Terrace Park. The recommended design services include a task for the layout of a new maintenance bridge at the Creve Coeur Golf Course. Mr. Wohlberg stated that the cost of the design services is relatively high due to the location of the bridge and channel work in the regulatory floodway, which carries heavy permitting requirements.

Councilwoman Lawrence asked for clarification of what would be done in the channel.

Mr. Wohlberg stated the intent of the channel work would be to dissipate the energy of the creek as it turns at that location, and that the remaining work would be to fortify the bridge abutments.

Mr. Wohlberg mentioned that the City was able to use a Bridge Engineering Assistance Program grant from the State of Missouri to have the firm Burns & McDonnell provide initial review of the situation and advice for how to proceed. The study was free to the City. Staff used this study as an independent review of the direction that was recommended by Intuition & Logic last spring and to verify that the existing bridge was recommended to remain in place.

Council Member Faron asked whether Burns & McDonnell and Intuition & Logic were working together or independently.

Mr. Wohlberg responded that they are working independently.



**MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
JANUARY 23, 2017
7:00 PM**

Council Member D'Alfonso asked when the work would begin and whether the bridge would remain closed until that time.

Mr. Wohlberg responded that construction would likely begin in the spring of 2018 and that the bridge would remain closed to traffic until then.

Mark Perkins asked for a breakdown of the costs related to the Malcolm Terrace Park Bridge and to the golf course maintenance bridge.

Mr. Wohlberg responded that the not-to-exceed fee includes \$72,486.25 for the Malcolm Terrace Park Bridge and \$2,521.25 for the golf course maintenance bridge.

Mayor Glantz called the question to approve Resolution No. 1261, with the vote upon such motion being as follows, to-wit:

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

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

APPOINTMENTS

9. Recommendation of Special Judge and Prosecutor

Mark Perkins stated the Nominating Committee met at 5:00 p.m. this evening to discuss Special Judge and Prosecutor needed for a case due to all staff knowing a party in the case personally. Ed Page is currently an Attorney and the Judge for the City of Crystal City and Linda Freeman is currently an attorney and the Prosecuting Attorney at the City of Crystal City. Neither Page nor Freeman know either party in the case.

Council Member Hoffman moved, seconded by Council Member Saunders to approve the recommendations for Special Judge and Prosecutor, with the vote upon such motion as follows, to-wit:

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

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



**MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
JANUARY 23, 2017
7:00 PM**

BUSINESS FROM MAYOR AND CITY COUNCIL

10 Council Liaison Reports

Council Member Hoffman stated HEB met last week and discussed Arbor Day events scheduled for April 29. Also recertified the committee as the Tree Board for the city of Creve Coeur and noted that there was another Park Committee member that attended that presented a report and the two committees continue to work well together.

Council Member Travers stated the Energy and Environmental met two weeks ago and looking for way to get business owners in Creve Coeur more engaged as to how they could potentially encourage them to be more sustainable in their efforts. Looking for ways that E & E could work together with the Economic Development Committee in getting this information out.

Council Member Faron stated he was able to meet with a resident on Alden Lane regarding concerns they have on tree conservation with tear downs/rebuilds. Council Member Travers and Faron have been in contact with the resident and will take the information to the Storm Water Committee.

Council Member D'Alfonso stated the EDC had a meeting last Thursday and liked the ideas of sustainable business and will be moving forward on that idea. They are also working on solidifying what their goals are going to be related to their mission statement at their next meeting in March and working on a joint meeting with E & E.

Council Member Saunders stated the Arts Committee met last week and discussed the popularity of the Arbor Day event and the synergy they can reach in working with other committees.

Council Member Lawrence stated the Pension Board met and reviewed the quarterly numbers and things are stable. Began discussion the possibility of LAGERS from the stand point of LAGERS investment policy and in the process of scheduling a separate meeting just for this topic.

Council Member Lawrence stated Parks and Historic Preservation met and are excited of the prospect of working with the HEB on projects. The details of the Parks Master Sign Plan are coming along well in working with Public Works in trying to figure out how this will be funded over the next couple of years so there will be uniform signage across all city parks.

Council Member Lawrence stated there was a Golf Course Task meeting and discussed renewing the Walters contract and ultimately decided that funds could be used elsewhere.

Council Member Lawrence stated she attended the Heart to Heart Run Committee meeting and they are doing great things and this is going to be a great event which is scheduled for June 4th.

Council Member Ruzicka stated there is a Finance Committee meeting scheduled for tomorrow evening.

Council Member Baseley stated for a citizen to join a board or committee they need to go to the city's website and complete the application and indicated which board/committee they are interested in.



**MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
JANUARY 23, 2017
7:00 PM**

11. Review of Citizen of the Year Guidelines

Council Member D'Alfonso stated she believe it is a good idea to review what the Citizen of the Year award is for. Council Member D'Alfonso stated she has some issues with the award and process overall and also concerned about the number of applicants that are submitted and who the applications are coming from. Over the last six years, the experience is that they are coming from the same people. When most of the nominations come from members of the Nominating Committee and through the years the award winners are ones that come from the Nominating Committee members arguing for their nomination that feels like a conflict of interest. On the other hand, if you are on the Nominating Committee and you are trying to get a nominee's name out there, that is a positive thing. Council Member D'Alfonso stated the guidelines for the Citizen of the Year can be vague and personally feels that the award should never be given to a Council Member or be nominated because of the things that a person did while as a Council Member. Council Members already get a lot of recognition and it should be given to a resident in the community instead. The guideline, "Nominees should be a resident, owner or employee of a business located in Creve Coeur, or other outstanding individual who has made a considerable contribution to the City and its residents", gives way too much leeway for the Council and Nominating Committee. Council Member D'Alfonso stated she feels the Council also needs to consider if the Citizen of the Year recipient should be someone that did something that year or someone that has done something over ten years. In the grand scheme of things, many of the nominees each year are committee members. Some are nominated over others that have been on for longer. This shouldn't be an award for someone with longevity but rather something that has made an impact.

Council Member Ruzicka stated this is exactly what a committee is all about and many good questions have been raised. If the concern is the limited amount of people that are nominated then the committee needs to be bigger. This is not the place to discuss this and that is what a committee is for. Council Member Ruzicka stated his recommendation for the future is that this is something that the committee should set up.

Mayor Glantz stated the committee consists of the Mayor, Council President and immediate past President.

Council Member Ruzicka stated his concern is that there are bigger things that the Council needs to worry about. Council Member Ruzicka stated this is something that the committee needs to discuss and not the Council as a whole.

Council Member Hoffman stated the present Resolution does not prohibit former Council Members nor does it prohibit employees. If it is going to be changed, then it needs to be changed. The Nominating Committee met and it nominated two applicants and the nomination wasn't even aired at the Council meeting and that was wrong. The Nominating Committee recommendation needs to be put in the public record and in this case it was not.

Council Member D'Alfonso stated part of this award, over the years, is try to keep it secret/surprise for the recipient. The Nominating Committee gives recommendations and then the Council votes. If the Council has to choose what the Nominating Committee suggests then why is the Council voting at all.



**MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
JANUARY 23, 2017
7:00 PM**

Mayor Glantz asked how the Council would like to move forward with the guidelines as they stand now.

Council Member Saunders stated the interesting thing with this issue is that the nine people that were sitting on the dais in 2008 when the guidelines were originally put in place do not overlap in any way with the nine people that are seated here today. Somehow it brought itself to be a controversy at that point, a change was proposed and it was denied. And issues are raised again with nine entirely different people and would say that the people that were involved with this controversy with the nominating are people that all of us hold in high regard. It isn't about the nominations, it is about the fundamental/philosophical issue about who we should reward as Citizen of the Year.

Council Member Hoffman stated we talk about committees and we have a chair of the Planning and Zoning Commission that is a former Council Member who has put forth a great deal of effort for the Comp Plan and she will be excluded as a possible choice forever is the guidelines are changed and exclude former Council Members.

Council Member D'Alfonso stated she would like to exclude Council Member for a least a year after they leave the dais and would like the reasons a person is being nominated to be something other than what they achieved as a Council Member. It is the principle of the matter.

Council Member Baseley stated what she is hearing is that there are two issues: 1. the ability for a Council Member to be nominated within a year and 2. a person that is on the Nominating Committee to have more sway of an award winner.

Council Member D'Alfonso stated correct.

Council Member Baseley stated then what needs to be included on the guidelines is that members of the Nominating Committee are not allowed to make a nomination.

Mayor Glantz stated there are three people sitting at the table for discussion during the review process for that very reason, so that one person doesn't make the decision.

Council Member D'Alfonso stated this is a matter of perception and she would like to fix the way that this is handled.

Council Member Lawrence stated she felt it was her responsibility to nag a bit more than normal to get nominations.

Council Member Ruzicka stated the solution is to make the Committee bigger, because if you have a real committee versus just the Council President, Mayor and Past President and open it up to a larger group then you will receive more applicants. It's just common sense. That's how you solve the problem to get more applicants.

Council Member Faron stated he doesn't agree and maybe there is a way to require each Ward or Council Member to nominate a certain amount of people.

Council Member Lawrence stated it isn't about the applicants.

Mayor Glantz stated the nominations shouldn't be coming from Council Members.



**MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
JANUARY 23, 2017
7:00 PM**

Council Member Lawrence stated they should be coming from people in the city.

Council Member Faron stated we should be reaching out to trustees for nominations.

Council Member Ruzicka stated again the way to increase applicants is to increase the size of the committee.

Council Member Baseley stated as liaisons to the committees that all Council Members participate with, it is our responsibility to let those committees know when the time is to nominate a worthy resident or committee member. This will help alleviate the perception of the Nominating Committee choosing the award winner. Council Member Baseley stated she doesn't feel that the Nominating Committee needs to change. Council Member Baseley stated the reason that most of the Council is where they are today is because they have worked so hard for a long time in the city on other committees.

Council Member Faron stated he would hope that the focus would be on what the applicant has achieved in that calendar year as opposed to longevity.

Mayor Glantz stated what he is hearing is that a majority of Council would like to guidelines in place prohibiting a Council Member to be nominated until they have been away from the dais for a year or more. It is also apparent that as Council liaisons it is your responsibility to communicate with your committees to nominate.

Council Member Hoffman requested that staff draft a proposed resolution incorporating the ideas that have been discussed and Council can review and discuss at a later meeting.

12. County 1/2 Cent Sales Tax

Mayor Glantz stated April 4, 2017, St. Louis County will be putting on the ballot Proposition P, "shall St. Louis County impose a ½ of one percent sales tax for the purpose of providing funds to improve police and public safety in St. Louis County and each of the municipalities within St. Louis County." Mayor Glantz stated that has been presented to the County Council and passed and will be on the ballot for April 4, 2017. Mayor Glantz asked the question to the Council is does Creve Coeur want to take a position on this sales tax.

Council Member Hoffman asked how much Creve Coeur is going to get.

Mayor Glantz stated approximately \$850,000.

Chief Eidman stated \$892,583.64.

Mayor Glantz stated those funds are only to be used for police and public safety.

Chief Eidman stated the approximate total to be collected is \$80 million annually and the break down would be, \$46 million to St. Louis County, \$34 million divided up between the municipalities. This is based on the formula by population. Funds are only to be used for public safety, hiring more police officers, increase current salaries, expanding training, body cameras, dash cams in every patrol car, develop a crime reporting system and other safety programs.

Mark Perkins stated the language comes straight from Statute for the ballot issue. The uses mentioned are the used St. Louis County plans to use the funding for. Creve Coeur is not



**MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
JANUARY 23, 2017
7:00 PM**

bound by what St. Louis County plans to use the funding for. Creve Coeur will be bound by State Statute and the ballot language, public safety.

Council Member D'Alfonso asked could it be used for bike lanes.

Mark Perkins stated staff has not researched to that extent.

Mayor Glantz stated the Statute binds St. Louis County and the municipalities are entitled to use it for police and public safety projects.

Council Member Hoffman stated it could be education, police K9, etc.

Mayor Glantz stated the question is, would the city like to take a position on this sale tax, yes or no or not take a position at all.

Council Member D'Alfonso asked if there is a sunset clause.

Mayor Glantz stated this would be a permanent sales tax. The St. Louis Municipal League has voted to take no position on this and the tax is viewed as a regressive tax.

Chief Eidman stated there are pros and cons but he has some concerns regarding the tax.

Mayor Glantz stated he is under the impression the formula is taken from State Statute so the structure of this is rigorous.

Council Member D'Alfonso stated if it passes and Creve Coeur doesn't support it, we would still receive the funding.

Mayor Glantz stated correct, if it passes.

Council Member Hoffman stated because we just went to Creve Coeur voters for the new building, he feels that we should stay neutral.

Unanimously agreed.

BUSINESS FROM CITY ADMINISTRATOR

Council Member Hoffman moved, seconded by Council Member Faron to adjourn at 8:17 p.m., with the vote upon such motion as follows:

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

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

Submitted by:



**MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
JANUARY 23, 2017
7:00 PM**

Deborah Ryan
City Clerk

Barry Glantz
Mayor



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

Meeting: 02/13/17 07:00 PM
Department: Finance Department
Category: Report
Prepared By: Sherry Hall
Initiator: Dan Smith
Sponsors:
DOC ID: 2292

SCHEDULED

BILLS LISTING (ID # 2292)

Bills Payable Report

Attached for your information is a list of bills payable dated February 8, 2017 in the amount of \$507,287.24. 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: February 8, 2017

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 February 8, 2017 in the amount of \$507,287.24.



**CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING**

a

2/8/2017

NO DEPT - NO DIV

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00188		122916 248	29-Dec-16	BHHS SELECT PROPERTIES	SEWER LATERAL REPAIR REIMB	02-00-00-1901	4,389.60
01257	P002569	0808236	09-Jan-17	KIESLER'S POLICE SUPPLY	PART OF BALLISTIC PACKAGE	01-00-00-2712	2,250.00
01257	P002569	0808236	09-Jan-17	KIESLER'S POLICE SUPPLY	S&H	01-00-00-2712	35.00
Sum of Invoices							6,674.60



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

a

2/8/2017

LEGISLATIVE

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
02689		012117	21-Jan-17	RICHARD C. BRESNAHAN, ATTY	SVCS AS PROS. ATTY JAN 2017	01-11-12-6201	3,409.00
02679		012617	26-Jan-17	SMITH, MELISSA	ASST PROSCUTOR FEES JAN 2017	01-11-12-6201	480.00
01048		9778697581	13-Jan-17	VERIZON WIRELESS	AIR CARD 12/14/16-1/13/17	01-11-13-9504	40.01
Sum of Invoices							3,929.01



**CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING**

a

2/8/2017

Administration

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01120		A00017867101GNS	31-Jan-17	ASI	ADMIN FEES HSA JAN 2017	01-12-11-6203	112.50
01120		020117	01-Feb-17	ASI	HRA FEES-JAN 2017	01-12-11-6203	200.00
00136		3840	02-Feb-17	CHAMBER OF COMMERCE CREVE COEUR/OLIVETTE	BRD OF DIR MTG & LUNCH 2/2/17	01-12-11-6264	20.00
01997		4115822	31-Jan-17	EQUIFAX	INFORMATION SERVICE	01-12-11-6202	21.72
01139		M2016-6021	01-Feb-17	ICLEI - LOCAL GOVTS FOR SUSTAINABILITY	MEMBERSHIP RENEWAL 2017	01-12-11-6262	600.00
02518		4559	23-Jan-17	PREFERRED RESOURCE NETWORK, INC.	EMPLOYEE CLASS	01-12-11-6203	250.00
01262	P002603	38775	16-Jan-17	SPECIALTY MAILING	HANDLING OF JAN 2017 NEWSLETTE	01-12-11-6203	222.75
02520	P002610	73312	30-Dec-16	SWIFT PRINT COMMUNICATIONS	PRINTING OF JANUARY NWSLTR	01-12-11-6203	1,995.00
02520	P002610	73490	25-Jan-17	SWIFT PRINT COMMUNICATIONS	NEWSLETTER PRINTING-FEB 2017	01-12-11-6203	1,677.00
Sum of Invoices							5,098.97



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

a

2/8/2017

IT

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00073		GQS8287	25-Jan-17	CDW-G	SMALL BACK UP UPS	01-12-51-6213	44.97
00073		GRG8823	27-Jan-17	CDW-G	2 EA 24" MONITORS	01-12-51-7331	237.98
02554		44105	23-Jan-17	COMMUNICATIONS TECHNOLOGIES, INC.	VM HOLIDAY MODE ISSUE FIX	01-12-51-6213	125.00
02409		64388	19-Jan-17	RAIN NETWORKS	SECUREMAIL RENEWAL	01-12-51-7332	585.00
02716	P002654	B06077679	03-Feb-17	SHI INTERNATIONAL CORP.	APC SMART-UPS X 2000VA RACK/TO	01-12-51-6213	1,073.38
02654	P002626	0114723	01-Feb-17	UMZUZU LLC	GOOGLE APPS FEE-FEB 2017	01-12-51-6213	1,280.00
01891	P002645	15974	15-Jan-17	WINNING TECHNOLOGIES, INC.	IT SERVICES-JAN 2017	01-12-51-6202	4,620.00
Sum of Invoices							7,966.33



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

a

2/8/2017

FINANCE

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00045		891213164001	04-Jan-17	OFFICE DEPOT	CLOCK FOR FINANCE OFFICE	01-13-11-7304	13.56
01169		3327298406	14-Jan-17	STAPLES ADVANTAGE	CORK BARS FOR FIN MGR OFFICE	01-13-11-7304	21.00
Sum of Invoices							34.56



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

a

2/8/2017

MUNICIPAL COURT

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00005		1692686	12-Jan-17	AMERICAN STAMP	DATE STAMPS	01-13-14-7304	77.25
00050		INV0052134	15-Jan-17	REJIS	SUBSCRIPTION FEES-JAN 2017	01-13-14-6202	1,391.90
Sum of Invoices							1,469.15



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

a

2/8/2017

INTERDEPARTMENTAL

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
02762		2312621	25-Jan-17	CONDUENT INC.	ACTUARIAL SERVICES-DEC 2016	01-13-15-6203	638.00
00045		893837447001	11-Jan-17	OFFICE DEPOT	RECEIPT BOOKS FOR COURT	01-13-15-7312	22.38
00045		893837605001	11-Jan-17	OFFICE DEPOT	PLANNER FOR GOLF COURSE	01-13-15-7312	21.19
00076		21839360	24-Jan-17	PEPSI-COLA	SODA-EMPL. VENDING/MTGS	01-13-15-7304	456.62
02135	P002512	2016-88	11-Jan-17	RETIREMENT PLAN ADVISORS	INVESTMENT ADV SVCS OCT-DEC 20	01-13-15-6203	3,661.59
01169		3327298406	14-Jan-17	STAPLES ADVANTAGE	BATTERIES	01-13-15-7312	55.28
01169		3327298405	14-Jan-17	STAPLES ADVANTAGE	TONER, INDEX CARDS	01-13-15-7312	101.40
01169		3327298404	14-Jan-17	STAPLES ADVANTAGE	ENVELOPES	01-13-15-7312	52.96
Sum of Invoices							5,009.42



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

2/8/2017

COMMUNITY SERVICES

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00249		181535A	26-Jan-17	AMERICAN CARNIVAL MART	SUPPLIES FOR DADDY/DAUGH. DNCE	01-14-11-7304	235.12
00156		0074215	23-Dec-16	L & C TRUCK REPAIR, INC.	TOWING CHARGE	01-14-11-6203	200.00
Sum of Invoices							435.12



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

a

2/8/2017

ICE ARENA

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00195		P5584	29-Dec-16	ALARM 24, INC.	ALARM PANEL REPAIR	06-14-31-6202	53.00
00249		181535	26-Jan-17	AMERICAN CARNIVAL MART	SUPPLIES FOR BIRTHDAY PARTYS	06-14-31-7304	96.95
01550		312004359	24-Jan-17	ARAMARK UNIFORM SERVICES	MOP RENTAL (1/24/17)	06-14-31-7301	7.91
01550		311979635	17-Jan-17	ARAMARK UNIFORM SERVICES	MOP RENTAL (1/17/17)	06-14-31-7301	7.91
01550		311928902	03-Jan-17	ARAMARK UNIFORM SERVICES	MOP RENTAL (1/3/17)	06-14-31-7301	7.91
01550		311954071	10-Jan-17	ARAMARK UNIFORM SERVICES	MOP RENTAL (1/10/17)	06-14-31-7301	7.91
01550		312004359	24-Jan-17	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (1/24/17)	06-14-31-7308	5.89
01550		311979635	17-Jan-17	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (1/17/17)	06-14-31-7308	5.04
01550		311928902	03-Jan-17	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (1/3/17)	06-14-31-7308	5.04
01550		311954071	10-Jan-17	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (1/10/17)	06-14-31-7308	5.04
00014		0136635 2/17	23-Dec-16	CHARTER COMMUNICATIONS	VOICE/INTERNET/TV JAN 2017	06-14-31-6255	172.28
00912		2572513	01-Jan-17	CHEM-AQUA INC.	ICE PLANT TOWER WATER TRTMENT	06-14-31-6211	600.00
00080		4093-104-5	27-Jan-17	DIERBERGS	BIRTHDAY CAKE	06-14-31-7304	21.99
00080		2623-116-5	20-Jan-17	DIERBERGS	BIRTHDAY CAKE	06-14-31-7304	21.99
00080		1208-147-5	13-Jan-17	DIERBERGS	BIRTHDAY CAKE	06-14-31-7304	21.99
00081		9336553293	20-Jan-17	GRAINGER	GLOVES, SQUEEGEES	06-14-31-6212	79.28
00081		9314603524	22-Dec-16	GRAINGER	FILTERS	06-14-31-6212	138.00
01069		22950	28-Dec-16	HANENKAMP ELECTRIC COMPANY	ELECTRICAL WORK	06-14-31-6212	196.00
01069		22950	28-Dec-16	HANENKAMP ELECTRIC COMPANY	ELECTRICAL WORK	06-14-31-6268	525.39
00082		0966734	25-Jan-17	METROLIFT PROPANE	PROPANE FOR OLYMPIA (1/25/17)	06-14-31-7307	187.00
00082		0951251	10-Jan-17	METROLIFT PROPANE	PROPANE FOR OLYMPIA (1/10/17)	06-14-31-7307	460.00
00082		0959632	19-Jan-17	METROLIFT PROPANE	PROPANE FOR OLYMPIA (1/19/17)	06-14-31-7307	368.96
00082		0941807	05-Jan-17	METROLIFT PROPANE	PROPANE FOR OLYMPIA (1/5/17)	06-14-31-7307	368.96
00867		91405	24-Jan-17	MURPHY	INSPECT COMPRESSOR #3	06-14-31-6268	396.00
00867		91402	24-Jan-17	MURPHY	INSPECT LEAK DETECTION SYSTEM	06-14-31-6268	528.00
00867		89084	23-Nov-16	MURPHY	COMPRESSOR #1 REPAIR	06-14-31-6268	2,383.00
00164		062548	17-Jan-17	NEW SYSTEM CARPET & BUILDING CARE LTD.	CUSTODIAL SUPPLIES	06-14-31-7301	176.43
00409		1027	15-Jan-17	STRONG REFRIGERATION CONSULTANTS	PM CONSULTING SERVICES	06-14-31-6268	1,200.00
00711		361218135	12-Dec-16	TERMINIX	PEST CONTROL SERVICE	06-14-31-6212	36.50
Sum of Invoices							8,084.37



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

a

2/8/2017

PRO SHOP

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01159		PS189580	06-Jan-17	1ST AYD CORPORATION	TOWELS FOR PRO SHOP	06-14-33-7301	88.06
00195		P5584	29-Dec-16	ALARM 24, INC.	ALARM PANEL REPAIR	06-14-33-6202	53.00
01098		257200	17-Jan-17	ALL STAR PRO GOLF	ERASER PENCILS	06-14-33-7304	309.76
00014		0136635 2/17	23-Dec-16	CHARTER COMMUNICATIONS	VOICE/INTERNET/TV JAN 2017	06-14-33-6255	73.84
02691		400522	01-Feb-17	LEGENDARY MARKETING	WEB SITE SOLUTIONS FEB 2017	06-14-33-6260	297.00
02272	P002632	11100	15-Jun-16	MIDWEST SOLAR MASTER LANDLORD,LLC	SOLAR PANEL LEASE 7/16 - 7/17	06-14-33-6250	2,000.00
00711		361218135	12-Dec-16	TERMINIX	PEST CONTROL SERVICE	06-14-33-6212	36.50
Sum of Invoices							2,858.16



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

a

2/8/2017

SNACK BAR

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01159		PS189580	06-Jan-17	1ST AYD CORPORATION	TOWELS FOR SNACK BAR	06-14-34-7301	36.96
01550		312004359	24-Jan-17	ARAMARK UNIFORM SERVICES	WIPING TOWELS (1/24/17)	06-14-34-7301	5.04
01550		311979635	17-Jan-17	ARAMARK UNIFORM SERVICES	WIPING TOWELS (1/17/17)	06-14-34-7301	4.82
01550		311928902	03-Jan-17	ARAMARK UNIFORM SERVICES	WIPING TOWELS (1/3/17)	06-14-34-7301	4.82
01550		311954071	10-Jan-17	ARAMARK UNIFORM SERVICES	WIPING TOWELS (1/10/17)	06-14-34-7301	4.82
01001		72274	16-Jan-17	BI-STATE REFRIGERATION	ICE MACHINE MAINTENANCE	06-14-34-6211	200.64
00080		4093-104-5	27-Jan-17	DIERBERGS	FOOD FOR RESALE	06-14-34-8315	1.81
00080		2623-116-5	20-Jan-17	DIERBERGS	BEER FOR RESALE	06-14-34-8316	39.98
01491		64623507	24-Jan-17	FARMER BROS. COFFEE	HOT COCOA FOR RESALE	06-14-34-8317	52.40
01471		02497	10-Jan-17	RL MUELLER NATIONAL DIST., INC.	FOOD FOR RESALE	06-14-34-8315	5.95
01471		02632	31-Jan-17	RL MUELLER NATIONAL DIST., INC.	SNACKS FOR RESALE	06-14-34-8319	181.88
01471		02492	09-Jan-17	RL MUELLER NATIONAL DIST., INC.	SNACKS FOR RESALE	06-14-34-8319	354.85
01471		02632	31-Jan-17	RL MUELLER NATIONAL DIST., INC.	PAPER PRODUCTS	06-14-34-8321	33.95
01471		02645	02-Feb-17	RL MUELLER NATIONAL DIST., INC.	STRAWS	06-14-34-8321	25.45
01471		02492	09-Jan-17	RL MUELLER NATIONAL DIST., INC.	PAPER PRODUCTS	06-14-34-8321	64.43
01121		103927	23-Jan-17	TJ'S PIZZA	FOOD FOR RESALE	06-14-34-8315	56.40
02684		1020758009	27-Jan-17	TROVERCO, INC.	FOOD FOR RESALE	06-14-34-8315	26.70
02684		1020758009	27-Jan-17	TROVERCO, INC.	SNACKS FOR RESALE	06-14-34-8319	63.36
Sum of Invoices							1,164.26



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

a

2/8/2017

BUILDING MAINTENANCE

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00195		P5670	26-Jan-17	ALARM 24, INC.	RPR ACCESS AFTER POWER SURGE	01-16-11-6212	130.00
01550		312004358	24-Jan-17	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (1/24/17)	01-16-11-7308	4.60
01550		311979634	17-Jan-17	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (1/17/17)	01-16-11-7308	4.60
01550		312038769	31-Jan-17	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (1/31/17)	01-16-11-7308	4.60
00117		2023881	31-Jan-17	HOME DEPOT	MAINTENANCE ITEMS	01-16-11-6212	154.78
02724	P002594	1139031	31-Jan-17	ISS FACILITY SERVICES	CLEANING SERVICE-JANUARY 2017	01-16-11-6212	2,387.80
00164		062546	18-Jan-17	NEW SYSTEM CARPET & BUILDING CARE LTD.	PAPER PRODUCTS	01-16-11-6212	474.83
00116		4171 00182 038	23-Jan-17	SAM'S CLUB	COFFEE & LOUNGE SUPPLIES	01-16-11-7304	449.06
01777		344806	27-Jan-17	STARBEAM SUPPLY CO.	LIGHT BULBS	01-16-11-6212	240.00
00087		60907	13-Jan-17	SYSTEMAIRE	EMERGENCY RPR-GLYCOL LOOP	01-16-11-6212	7,202.50
00087		61030	23-Jan-17	SYSTEMAIRE	EMERGENCY RPR-GLYCOL LOOP LEAK	01-16-11-6212	2,502.55
00711		361899056	24-Jan-17	TERMINIX	PEST CONTROL SERVICE	01-16-11-7301	74.00
Sum of Invoices							13,629.32



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

a

2/8/2017

POLICE-ADMIN

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
02641		29274	12-Jan-17	BAR CODE INTEGRATORS, INC.	ANNUAL REDBEAM SOFTWARE SUPPT	01-21-11-6211	297.97
02760		2645	17-Jan-17	CREATIVE COLORS INTERNATIONAL	REPAIR TEAR CONSOLE CAR 2414	01-21-11-6210	65.00
00080		6923-103-5	26-Jan-17	DIERBERGS	PRISONER MEALS	01-21-11-7309	50.02
00148		C38641A	20-Jan-17	I/O SOLUTIONS	(7)LE NAT BASIC ABIL TEST	01-21-11-6203	105.00
00125		400931	20-Jan-17	LEON UNIFORM	COURT SERVICES UNIFORM	01-21-11-7308	160.40
00125		400934	20-Jan-17	LEON UNIFORM	COURT SERVICES UNIFORM	01-21-11-7308	160.40
02705		INV3942736	06-Jan-17	MARCO TECHNOLOGIES LLC	CHIEF'S OFFICE COPIER FEES	01-21-11-6213	23.36
02705		3957330	11-Jan-17	MARCO TECHNOLOGIES LLC	QUARTERLY RECORDS COPIER MAINT	01-21-11-6213	145.28
00053		379447	04-Jan-17	MERCY CORPORATE HEALTH	PRE EMPLOY PHYS NEW OFFICERS	01-21-11-6271	480.00
00053		379188	04-Jan-17	MERCY CORPORATE HEALTH	PRE EMPLOY PHYS NEW OFFICER	01-21-11-6271	480.00
02414		14057	09-Jan-17	POWERDMS	ANNUAL SUBSCRIP & SVC FEES	01-21-11-6202	386.25
00050	P002467	INV0052135	15-Jan-17	REJIS	SUBSCRIPTION FEES-JAN 2017	01-21-11-6202	4,030.39
00050		INV0052135-2	15-Jan-17	REJIS	WIRELESS SVC FEE-JAN 2017	01-21-11-6202	8.00
00050		INV0052135-2	15-Jan-17	REJIS	ASA 5505 MAINT-JAN 2017	01-21-11-6202	20.77
00050		INV0052135-2	15-Jan-17	REJIS	10% REBATE ON SUBS FEE-JAN 17	01-21-11-6202	-604.56
00050		INV0052135-2	15-Jan-17	REJIS	IMDS ORACLE DB MAINT-JAN 2017	01-21-11-6202	21.00
00050		INV0052135-2	15-Jan-17	REJIS	LIVESCAN CONNECTION-JAN 17	01-21-11-6202	50.00
00050	P002469	INV0052135-1	15-Jan-17	REJIS	GLOBAL SOFTWARE SVCS-JAN 2017	01-21-11-6213	1,155.00
00050		INV0052135-2	15-Jan-17	REJIS	12 EA DATA LINES-JAN 2017	01-21-11-6253	588.00
00116		8973433995	06-Jan-17	SAM'S CLUB	GERM-X, TISSUES	01-21-11-6271	37.53
01048		9778859324	30-Jan-17	VERIZON WIRELESS	MONTHLY EMERGENCY AIR CARD	01-21-11-6253	40.01
01048		9778167080	04-Jan-17	VERIZON WIRELESS	BROADBAND 12/5/16-1/4/17	01-21-11-6253	136.66
Sum of Invoices							7,836.48



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

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2/8/2017

POLICE-INVESTIGATIONS

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00234		459778	18-Jan-17	ED. ROEHR SAFETY PRODUCTS	VEST COVER FOR DET PARKER	01-21-21-9503	150.00
01257	P002570	0808236-1	09-Jan-17	KIESLER'S POLICE SUPPLY	PART OF BALLISTIC PACKAGE	01-21-21-9503	2,000.00
00388		0353036-1848	04-Jan-17	MID-STATES ORGANIZED CRIME INFORMATION CENTER	2017 ANNUAL MEMBERSHIP FEES	01-21-21-6262	200.00
00050		INV0052135-2	15-Jan-17	REJIS	IMDS ORACLE DB MAINT-JAN 2017	01-21-21-6202	10.50
Sum of Invoices							2,360.50



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

a

2/8/2017

POLICE-PATROL

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00295		7277190	11-Jan-17	CARDIAC SCIENCE	(12) ELECTRODES FOR AEDS	01-21-22-6271	645.24
02119		239036	17-Jan-17	DAVE SINCLAIR LINCOLN-MERCURY, INC.	3000 MILE SERVICE CAR 2403	01-21-22-6210	42.95
02119		239043	31-Jan-17	DAVE SINCLAIR LINCOLN-MERCURY, INC.	3000 MILE SERVICE CAR 2407	01-21-22-6210	42.95
00451		46993	01-Oct-16	INTERNATIONAL CONFERENCE OF POLICE CHAPLAINS	ANNUAL CHAPLAIN MEMBERSHIP	01-21-22-6262	125.00
01257	P002571	0808236-2	09-Jan-17	KIESLER'S POLICE SUPPLY	PART OF BALLISTIC PACKAGE	01-21-22-9503	3,000.00
00125		399369-01	18-Jan-17	LEON UNIFORM	ACADEMY UNIFORMS FOR CALLAHAN	01-21-22-5107	104.98
00125		399375-01	18-Jan-17	LEON UNIFORM	ACADEMY UNIFORM FOR MCKEON	01-21-22-5107	104.98
00125		396905	08-Dec-16	LEON UNIFORM	EQUIPMENT FOR RECRUIT	01-21-22-6210	168.25
01035	P002563	F17699,697,657	07-Sep-16	LOU FUSZ	3 2017 FORD INTERCEPTOR UTILIT	01-21-22-9502	87,871.00
01035		F17700	07-Sep-16	LOU FUSZ	2017 FORD INTERCEPTOR UTILITY	01-21-22-9502	29,441.00
02418		0189573	20-Jan-17	POSITIVE CONCEPTS	2 CASES MOBILE TICKET PAPER	01-21-22-7304	168.08
00309		14474	17-Jan-17	ST LOUIS AREA MAPS, INC.	2017 STREET GUIDES	01-21-22-7304	250.00
Sum of Invoices							121,964.43



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

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2/8/2017

PUBLIC WORKS

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
02169		446396	26-Jan-17	DREXEL TECHNOLOGIES, INC.	ENGINEER COPIER MONTHLY MAINT	01-31-11-6213	54.32
Sum of Invoices							54.32



**CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING**

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2/8/2017

STREETS

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550		311979632	17-Jan-17	ARAMARK UNIFORM SERVICES	MOP RENTAL (1/17/17)	01-31-41-6212	4.40
01550		311928899	03-Jan-17	ARAMARK UNIFORM SERVICES	MOP RENTAL (1/3/17)	01-31-41-6212	4.40
01550		311954068	10-Jan-17	ARAMARK UNIFORM SERVICES	MOP RENTAL (1/10/17)	01-31-41-6212	4.40
01550		311979632	17-Jan-17	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (1/17/17)	01-31-41-7308	77.14
01550		311928899	03-Jan-17	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (1/3/17)	01-31-41-7308	68.36
01550		311954068	10-Jan-17	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (1/10/17)	01-31-41-7308	83.80
01980		9199714	10-Jan-17	BLUE CHIP EXTERMINATING	PEST CONTROL SERVICE	01-31-41-7301	26.00
00010		0994991	19-Jan-17	BRANNEKY HARDWARE	CLAMPS,BRACKETS FOR TRUCKS	01-31-41-6210	21.40
00099		1439310	31-Dec-16	CEEKAY SUPPLY	WELDING GAS/TANKS	01-31-41-7307	71.56
00729		15448939	17-Jan-17	CERTIFIED POWER, INC.	INLINE CHECK, HOSE BARB FOR 21	01-31-41-6210	28.42
00729		15448762	10-Jan-17	CERTIFIED POWER, INC.	PLOW & SPREADER PARTS	01-31-41-6211	335.54
00394		17-1083	29-Jan-17	CHUCK'S BOOTS	WORKBOOTS-STREET CREW	01-31-41-7308	479.99
01427		84281	18-Jan-17	CONTRACTORS WELDING INC.	PLOW REPAIR TRK 318	01-31-41-6211	236.25
00826		2354250	10-Jan-17	CREST INDUSTRIES, INC.	HYDRAULIC PARTS FOR STOCK	01-31-41-6211	323.68
00826		2354484	11-Jan-17	CREST INDUSTRIES, INC.	THREADED RODS	01-31-41-7302	10.50
00826		2352956	03-Jan-17	CREST INDUSTRIES, INC.	REPAIR ITEMS FOR STOCK	01-31-41-7302	202.69
01466		1240000008	05-Dec-16	CROSS MIDWEST TIRE	4EA TRUCK TIRES	01-31-41-6210	561.03
01466		1240000001	01-Dec-16	CROSS MIDWEST TIRE	TIRES FOR LEAF VAC 509	01-31-41-6211	409.50
01979		D-52469	10-Jan-17	FASTSIGNS OF BRIDGETON	LAMINATE MAPS FOR SHOP	01-31-41-7311	40.00
00439		153071	03-Jan-17	HEAVY DUTY EQUIPMENT	RADIATOR FOR KUBOTA TRACTOR	01-31-41-6211	507.22
00117		3011568	10-Jan-17	HOME DEPOT	WET/DRY VAC, FILTER, HOSE	01-31-41-6212	212.94
00117		4011548	09-Jan-17	HOME DEPOT	TOOLS FOR SHOP	01-31-41-7302	29.97
02581	P002294	FINAL PAY	03-Feb-17	IMS INFRASTRUCTURE MANAGEMENT SERVICES LLC	PAVEMENT CONDITION UPDATE	01-31-41-6202	1,826.30
00156		0075934	03-Jan-17	L & C TRUCK REPAIR, INC.	CHECK ENGINE ON TRK 105	01-31-41-6210	354.50
00156		0074798	12-Jan-17	L & C TRUCK REPAIR, INC.	RADIATOR FOR STOCK	01-31-41-6210	400.00
02680		10-739876	12-Jan-17	LOWE AUTOMOTIVE WAREHOUSE	O-RING KIT	01-31-41-6210	146.91
02680		10-742217	18-Jan-17	LOWE AUTOMOTIVE WAREHOUSE	CREDIT FOR RETURNED MDSE	01-31-41-6210	-15.00
02680		10-746326	25-Jan-17	LOWE AUTOMOTIVE WAREHOUSE	BATTERIES/CORE CHARGE	01-31-41-6210	212.83
02680		10-737900	10-Jan-17	LOWE AUTOMOTIVE WAREHOUSE	LAMPS FOR EQUIPMENT	01-31-41-6211	36.09
00411		107548	11-Jan-17	N.B. WEST CONTRACTING CO.	COLD PATCH FOR POT HOLES	01-31-41-7304	154.00
00165		TI-0305861	10-Jan-17	NEWMAN TRAFFIC SIGNS	STREET SIGNS	01-31-41-7311	71.50
00970		1388-217102	06-Jan-17	O'REILLY AUTO PARTS	CREDIT FOR RETURNED MDSE	01-31-41-6210	-32.98
00970		1388-217787	12-Jan-17	O'REILLY AUTO PARTS	SILICONE FOR STOCK	01-31-41-6211	4.72
00970		1388-217779	12-Jan-17	O'REILLY AUTO PARTS	STOCK ITEMS FOR SHOP	01-31-41-6211	63.10
02718		3005143514	17-Jan-17	RUSH TRUCK CENTER	BHAMBER BRAKE SVC TRK 319	01-31-41-6210	33.78



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

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STREETS

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
02718		3005209256	23-Jan-17	RUSH TRUCK CENTER	QUICK RELEASE VALVE TRK 319	01-31-41-6210	31.54
02718		3005143504	23-Jan-17	RUSH TRUCK CENTER	CHAMBER BRAKE SVC TRK 320	01-31-41-6210	67.56
02718		3005171601	19-Jan-17	RUSH TRUCK CENTER	BRAKE SERVICE TRK 320	01-31-41-6210	110.05
02718		3005209213	23-Jan-17	RUSH TRUCK CENTER	FUEL FILTERS FOR EQUIPT.	01-31-41-6211	88.50
00851		0416126-IN	13-Jan-17	SCOTWOOD INDUSTRIES INC	CALCIUM CHLORIDE LIQUID	01-31-41-7310	2,064.77
00692		560437	10-Jan-17	ST LOUIS SAFETY, INC.	VINYL LABLES FOR TANKS	01-31-41-6212	9.00
00692		560355	06-Jan-17	ST LOUIS SAFETY, INC.	SAFETY GLOVES	01-31-41-7308	47.59
02441		1428	22-Dec-16	SUNNYSIDE NURSERY	2016 TREE PLANTING PROGRAM	01-31-41-6212	5,620.75
01878		I551749	12-Jan-17	TAPCO	SIGN MATERIALS	01-31-41-7311	356.80
01878		I551689	11-Jan-17	TAPCO	SIGN MATERIALS	01-31-41-7311	146.71
01878		I552152	17-Jan-17	TAPCO	SIGN PARTS	01-31-41-7311	407.30
01878		I552304	18-Jan-17	TAPCO	VARIOUS PARTS FOR STREET SIGNS	01-31-41-7311	724.55
00270		77930-00	10-Jan-17	TERMINAL SUPPLY CO.	PIGTAIL FOR FORD TRK #207	01-31-41-6210	14.86
00270		76598-00	04-Jan-17	TERMINAL SUPPLY CO.	LED FLOOD WORK LAMPS	01-31-41-6212	209.28
01512		260339	10-Jan-17	TIRE SHREDDERS UNLIMITED	TIRE DISPOSAL	01-31-41-6210	30.37
02678		1270190077	19-Jan-17	TRACTOR TRAILER SUPPLY CO INC.	CLEVIS PIN FOR TRK 319	01-31-41-6210	12.00
Sum of Invoices							16,936.57



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

a

2/8/2017

HEALTH & WELFARE

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00105	P002505	346018743799	31-Jan-17	REPUBLIC SERVICES	CONDO SERVICE-JAN 2017	01-31-42-6214	1,842.50
00105	P002505	0346-018727710	15-Jan-17	REPUBLIC SERVICES	RESIDENTIAL SVC-JAN 2017	01-31-42-6214	47,092.78
Sum of Invoices							48,935.28



**CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING**

a

2/8/2017

PARKS

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00275		21550-24002 2/17	06-Feb-17	AMERENUE	ANNUAL FEE FOR SAND VOLLEYBALL	01-31-43-6212	10.00
01550		311979632	17-Jan-17	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (1/17/17)	01-31-43-7308	25.71
01550		311928899	03-Jan-17	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (1/3/17)	01-31-43-7308	22.79
01550		311954068	10-Jan-17	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (1/10/17)	01-31-43-7308	27.93
02673		48556	09-Jan-17	BERGFELD RECREATION, INC.	CHAIN FOR LAKE SCHOOL PLAYGRND	01-31-43-6212	700.00
01980		9199714	10-Jan-17	BLUE CHIP EXTERMINATING	PEST CONTROL SERVICE	01-31-43-7301	26.00
00010		0994991	19-Jan-17	BRANNEKY HARDWARE	CLAMPS,BRACKETS FOR TRUCKS	01-31-43-6210	7.13
00010		0994667	11-Jan-17	BRANNEKY HARDWARE	TACKS FOR MAP BOARD	01-31-43-6212	1.59
00010		0994954	18-Jan-17	BRANNEKY HARDWARE	HITCHPINS	01-31-43-7302	6.58
00729		15448939	17-Jan-17	CERTIFIED POWER, INC.	INLINE CHECK, HOSE BARB FOR 21	01-31-43-6210	9.47
00729		15448762	10-Jan-17	CERTIFIED POWER, INC.	PLOW & SPREADER PARTS	01-31-43-6211	111.85
01427		84281	18-Jan-17	CONTRACTORS WELDING INC.	PLOW REPAIR TRK 318	01-31-43-6211	78.75
00826		2354250	10-Jan-17	CREST INDUSTRIES, INC.	HYDRAULIC PARTS FOR STOCK	01-31-43-6211	107.89
01466		1240000008	05-Dec-16	CROSS MIDWEST TIRE	4EA TRUCK TIRES	01-31-43-6210	187.01
01466		1240000001	01-Dec-16	CROSS MIDWEST TIRE	TIRES FOR LEAF VAC 509	01-31-43-6211	136.50
00128		S3726221.001	13-Jan-17	FROST ELECTRIC	BULBS FOR CONWAY PARK & STOCK	01-31-43-6212	80.38
00755	P002613	29255	23-Jan-17	FRY & ASSOCIATES	DROP TESTING PLAYGROUND SURFAC	01-31-43-6212	1,800.00
00439		153071	03-Jan-17	HEAVY DUTY EQUIPMENT	RADIATOR FOR KUBOTA TRACTOR	01-31-43-6211	169.07
00439	P002621	152839	21-Dec-16	HEAVY DUTY EQUIPMENT	GRASSHOPPER 725 DT ZERO TURN M	01-31-43-9503	13,699.20
00156		0075934	03-Jan-17	L & C TRUCK REPAIR, INC.	CHECK ENGINE ON TRK 105	01-31-43-6210	118.17
00156		0074798	12-Jan-17	L & C TRUCK REPAIR, INC.	RADIATOR FOR STOCK	01-31-43-6210	400.00
02680		10-739876	12-Jan-17	LOWE AUTOMOTIVE WAREHOUSE	O-RING KIT	01-31-43-6210	48.97
02680		10-742217	18-Jan-17	LOWE AUTOMOTIVE WAREHOUSE	CREDIT FOR RETURNED MDSE	01-31-43-6210	-5.00
02680		10-746326	25-Jan-17	LOWE AUTOMOTIVE WAREHOUSE	BATTERIES/CORE CHARGE	01-31-43-6210	70.94
02680		10-737900	10-Jan-17	LOWE AUTOMOTIVE WAREHOUSE	LAMPS FOR EQUIPMENT	01-31-43-6211	12.03
00970		1388-217102	06-Jan-17	O'REILLY AUTO PARTS	CREDIT FOR RETURNED MDSE	01-31-43-6210	-11.00
00970		1388-217787	12-Jan-17	O'REILLY AUTO PARTS	SILICONE FOR STOCK	01-31-43-6211	1.57
00970		1388-217779	12-Jan-17	O'REILLY AUTO PARTS	STOCK ITEMS FOR SHOP	01-31-43-6211	21.04
02718		3005143514	17-Jan-17	RUSH TRUCK CENTER	BHAMBER BRAKE SVC TRK 319	01-31-43-6210	11.26
02718		3005209256	23-Jan-17	RUSH TRUCK CENTER	QUICK RELEASE VALVE TRK 319	01-31-43-6210	10.51
02718		3005143504	23-Jan-17	RUSH TRUCK CENTER	CHAMBER BRAKE SVC TRK 320	01-31-43-6210	22.52
02718		3005171601	19-Jan-17	RUSH TRUCK CENTER	BRAKE SERVICE TRK 320	01-31-43-6210	36.68
02718		3005209213	23-Jan-17	RUSH TRUCK CENTER	FUEL FILTERS FOR EQUIPT.	01-31-43-6211	29.50
00692		560355	06-Jan-17	ST LOUIS SAFETY, INC.	SAFETY GLOVES	01-31-43-7308	15.86
00270		77930-00	10-Jan-17	TERMINAL SUPPLY CO.	PIGTAIL FOR FORD TRK #207	01-31-43-6210	4.96



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

a

2/8/2017

PARKS

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01512		260339	10-Jan-17	TIRE SHREDDERS UNLIMITED	TIRE DISPOSAL	01-31-43-6210	10.13
						Sum of Invoices	18,005.99



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

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2/8/2017

COMMUNITY DEVELOPMENT - PLANNING

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00394		17-1083	29-Jan-17	CHUCK'S BOOTS	WORKBOOTS-KELLY, STUTTE	01-32-11-7304	289.99
00213		012317-1	23-Jan-17	MCLAUGHLIN COURT REPORTING SERVICES, INC	COURT RPTR P&Z MTG 1-17-17	01-32-11-6202	171.00
00303		743106995	20-Jan-17	MISSOURI LAWYERS MEDIA	PUB HRG NOTICE FOR P&Z	01-32-11-6260	40.60
00303		743106994	20-Jan-17	MISSOURI LAWYERS MEDIA	PUB HRG NOTICE-P&Z	01-32-11-6260	41.76
Sum of Invoices							543.35



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

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2/8/2017

COMMUNITY DEVELOPMENT - BUILDING

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01048		9778167080	04-Jan-17	VERIZON WIRELESS	INSPECTOR TABLETS 12/5/16-1/4/	01-32-61-6253	249.93
Sum of Invoices							249.93



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

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2/8/2017

CAPITAL IMPROVEMENTS

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
02700	P002533	PAY #4 MASON	03-Feb-17	AMEC FOSTER WHEELER	MASON RD PEDESTRIAN CORRID STU	02-61-71-9510-17603	1,500.00
00010		0995351	26-Jan-17	BRANNEKY HARDWARE	PIPE FOR MUDJACKING	02-61-71-9509-15525	213.16
00010		0995602	30-Jan-17	BRANNEKY HARDWARE	PIPE FOR DAM PROJECT	02-61-71-9509-15525	17.87
02028	P002545	3931	11-Jan-17	COCHRAN ENGINEERING	ASPHALT PAVEMENT TSTING SERVIC	02-61-71-9510-17709	1,488.75
02553	P002318	PAY #9 WARSON	03-Feb-17	COLE & aSSOCIATES, INC.	DESIGN SERVICES-WARSON RD	02-61-71-9510-16708	4,345.10
02119	P002565	27640	25-Jan-17	DAVE SINCLAIR LINCOLN-MERCURY, INC.	2016 F-150, FORD CREW CAB 4WD	02-61-71-9516	28,235.00
02410	P002334	FINAL PAY	03-Feb-17	GEORGE BLAND HOKE III	CONVEX CNTRY BUS SHELTER	02-61-71-9501-16109	5,230.00
01417	P002624	110066	21-Jan-17	GEOTECHNOLOGY, INC.	SOIL BORINGS-GOLF CRSE BRIDGES	02-61-71-9506-17319	4,400.00
02649	P002648	020217	02-Feb-17	HOTTLE APPRAISAL COMPANY	EASEMENT APPRAISAL- 425 N WARS	02-61-71-9510-16708	1,000.00
02649	P002648	020217	02-Feb-17	HOTTLE APPRAISAL COMPANY	EASEMENT APPRAISAL- 9801	02-61-71-9510-16708	1,000.00
02649	P002648	020217	02-Feb-17	HOTTLE APPRAISAL COMPANY	EASEMENT APPRAISAL- 800 LINDBE	02-61-71-9510-16708	2,500.00
02729	P002597	PAY #1 DAM	30-Jan-17	KUESEL EXCAVATING CO., INC.	DAM STABILIZATION W/CLAY LINER	02-61-71-9509-15525	56,454.79
01333	P002529	PAY #5 CONC	19-Jan-17	M & H CONCRETE	2016 CONCRETE REPLAC. PROJ.	02-61-71-9510-17602	63,542.65
00303		743114979	26-Jan-17	MISSOURI LAWYERS MEDIA	REQUEST FOR BIDS	02-61-71-9509-16525	520.80
00104	P002619	00627CHJB-R3	17-Jan-17	VERMEER	2016 VERMEER BC1800XL LIMB CHI	02-61-71-9516	63,599.00
Sum of Invoices							234,047.12
Grand Total of all Invoices							507,287.24



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

Meeting: 02/13/17 07:00 PM
Department: Public Works Department
Category: Ordinance
Prepared By: Matt Wohlberg
Department Head: Jim Heines

SCHEDULED

ORDINANCE

**Bill No. 5639 - an Ordinance Authorizing the Exercise of the
Power of Eminent Domain to Obtain Permanent Sidewalk
Easements and Temporary Construction Easements
Necessary for the Warson Road Improvement Project. Final
Reading and Passage**

The proposed ordinance authorizes the use of eminent domain in the event such is needed to complete the Warson Road Improvement Project.

AN ORDINANCE AUTHORIZING THE EXERCISE OF THE POWER OF EMINENT DOMAIN TO OBTAIN PERMANENT SIDEWALK EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENTS NECESSARY FOR THE WARSON ROAD IMPROVEMENT PROJECT.

WHEREAS, the City has determined that it is necessary and beneficial to improve the roadway and sidewalk of Warson Road from the south City limit to Olive Boulevard; and

WHEREAS, the City has obtained a federal Surface Transportation Program (STP) grant to assist with the funding of the project; and

WHEREAS, the City has the necessary right of way for the roadway improvements, but requires certain permanent sidewalk easements from the properties located at 800 Lindbergh Boulevard and 425 North Warson Road and temporary construction easements from the properties located at 800 Lindbergh Boulevard and 9801 Countryshire Place in order to proceed with the work; and

WHEREAS, the grant program includes a strict timeline for project completion which precludes unduly lengthy negotiations regarding such easements; and

WHEREAS, pursuant to Code Section 150.020.A.5 the City Council has conducted a public hearing regarding the potential use of eminent domain to acquire such easements; and

WHEREAS, the City Council held that public hearing at the Creve Coeur Government Center on January 23, 2017, beginning at 7:00 p.m., or immediately following the close of the previous public hearing; and

WHEREAS, pursuant to Code Section 150.020.A.5 notice of said public hearing had previously been published at least 15 days prior to the hearing in the St. Louis Countian, a newspaper of general circulation in the City of Creve Coeur and otherwise posted and published in accordance with applicable law; and

WHEREAS, pursuant to Code Section 150.020.A.5 written notice of the public hearing was also sent in advance by certified mail to the owners of the involved properties, with disclosure of rights under the laws regarding eminent domain; and

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

WHEREAS, pursuant to Code Section 150.020.A.2 the City Council hereby finds and

determines that there has been adequate public disclosure to interested parties of their rights under the laws regarding eminent domain and that there will be further such disclosures as required by law; and

WHEREAS, pursuant to Code Sections 150.010 et seq the City Council finds and determines that proceeding with the project 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, even if the necessary easements must be obtained by use of the power of eminent domain; and

WHEREAS, pursuant to Code Section 150.010 the City Council hereby determines that this roadway and sidewalk project and the related acquisition of permanent sidewalk easements and temporary construction easements is not primarily for economic development purposes, but rather is primarily for public safety and welfare; and

WHEREAS, pursuant to Code Section 150.020.A.1 the City Council hereby finds and determines that the authorization provided herein will expire if not acted upon by the filing of a condemnation petition with the appropriate court by December 31, 2017, and

WHEREAS, pursuant to Code Section 150.020.A.3 the City Council hereby finds and determines that no relocation benefits should be offered in connection with this particular project and the acquisition of the necessary permanent sidewalk easements and temporary construction easements, and

WHEREAS, pursuant to Code Section 150.020.A.4 the City Council hereby finds and determines that no special measures are necessary to protect the interested parties should the eminent domain process not be completed in good faith, and

WHEREAS, pursuant to Code Section 150.030, the City Council hereby finds and determines that no additional opportunity to mediate the issues regarding the acquisition of the necessary permanent sidewalk easements or temporary construction easements is required beyond the normal opportunities afforded during court proceedings, and further that the grant timeline effectively precludes any such additional opportunity, and accordingly notice regarding such mediation opportunity need not be included in the otherwise required notice under Section 523.250 RSMo

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

Section 1: The City shall exercise the power of eminent domain regarding the properties located at 800 Lindbergh Boulevard, 9801 Countryside Place, and 425 Warson Road as may be needed in the discretion of the City Administrator to acquire the necessary permanent sidewalk easements and temporary construction easements in accordance with the applicable grant program schedule, to accomplish and complete the Warson Road Improvement Project as described in Federal Project No. STP-5526(640).

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

ADOPTED THIS ____ DAY OF _____, 2017.

ELLEN LAWRENCE
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2017.

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK

TEMPORARY CONSTRUCTION EASEMENTS AND PERMANENT SIDEWALK EASEMENTS

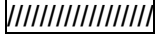
THIS INDENTURE made and entered into this ____ day of _____, 2017, between MONSANTO COMPANY, 800 North Lindbergh Boulevard, Creve Coeur, Missouri 63141, of the County of Saint Louis, State of Missouri (party of the first part), and the CITY OF CREVE COEUR, MISSOURI, 300 North New Ballas Road, Creve Coeur, Missouri 63141 (party of the second part).

WITNESSETH, that the said party of the first part, for and in consideration of the sum of one dollar and zero cents (\$1.00), paid by the said party of the second part, the receipt of which is hereby acknowledged, and for and in consideration of the sidewalk reconstruction, partial driveway entrance replacement, and site restoration involved with the Warson Road Improvement Project, does by these presents, grant unto the party of the second part temporary construction easements for the purposes herein stated in and upon the premises situated in the County of Saint Louis and State of Missouri, and more specifically described on the attached Exhibit "A," hereby made a part of this indenture, as follows:

- "Temporary Construction Easement Area 1," as described by "Temporary Construction Easement Area 1 Description" on page 2 of Exhibit "A," and as indicated by  on page 8 of Exhibit "A."
- "Temporary Construction Easement Area 2," as described by "Temporary Construction Easement Area 2 Description" on page 4 of Exhibit "A," and as indicated by  on pages 11 and 12 of Exhibit "A."
- "Temporary Construction Easement Area 3," as described by "Temporary Construction Easement Area 3 Description" on page 6 of Exhibit "A," and as indicated by  on pages 13 and 14 of Exhibit "A."

SAID Temporary Construction Easements are granted for the purpose of making cuts, fills, and sloping embankment, reconstructing driveways, restoring turf, providing working room, and implementing any necessary construction methods until such time as the Warson Road Improvement Project may be completed and accepted by the City of Creve Coeur. Upon the granting of such acceptance by the City of Creve Coeur or its assigns, or December 31, 2018, whichever is earlier, these temporary construction easements shall terminate.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of one dollar and zero cents (\$1.00), paid by the said party of the second part, the receipt of which is hereby acknowledged, and for and in consideration of the benefits to be derived from the construction and maintenance of a sidewalk facility in the following described premises, does by these presents, grant unto the party of the second part perpetual easements to use, repair, maintain, and reconstruct a sidewalk and associated appurtenances as stated herein in, under, and upon the premises situated in the County of Saint Louis and State of Missouri, and more specifically described on the attached Exhibit "A," as follows:

- "Permanent Sidewalk Easement Area 1," as described by "Permanent Sidewalk Easement Area 1 Description" on page 1 of Exhibit "A," and as indicated by  on pages 7, 8, 9, and 10 of Exhibit "A."
- "Permanent Sidewalk Easement Area 2," as described by "Permanent Sidewalk Easement Area 2 Description" on page 3 of Exhibit "A," and as indicated by  on pages 11 and 12 of Exhibit "A."

- “Permanent Sidewalk Easement Area 3,” as described by “Permanent Sidewalk Easement Area 3 Description” on page 5 of Exhibit “A,” and as indicated by  on pages 13 and 14 of Exhibit “A.”

SAID Permanent Sidewalk Easements are granted for the purpose of: making cuts, fills, and sloping embankment; using, maintaining, repairing, and reconstructing sidewalk, accessible ramps, and other associated facilities; and future expansion or replacement of these facilities within the area of each easement, and providing working room and implementing any necessary construction methods.

TO HAVE AND TO HOLD said easements unto the City of Creve Coeur, Missouri, and to its assigns and successors.

The party of the first part does hereby covenant to the City of Creve Coeur, Missouri, that it is lawfully seized and possessed of the real estate above described and that it has a good and lawful right to convey it, or any part thereof, that it is free from all encumbrances, and that it shall forever warrant and defend these easements against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said parties have executed these presents the day and year first above written.

MONSANTO COMPANY

Name:

Title:

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

On this _____ day of _____, 2017, before me, a Notary Public, personally appeared _____, and being duly sworn upon oath that said person is the _____ of MONSANTO COMPANY, and that said person signed the foregoing document as _____ of MONSANTO COMPANY, and MONSANTO COMPANY has entered into this Agreement as its free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year above-written.

 Notary Public

My commission expires:

CITY OF CREVE COEUR, MISSOURI

By: _____
 Print Name: Mark Perkins
 Title: City Administrator

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

On this _____ day of _____, 2017, before me, a Notary Public, personally appeared Mark Perkins, and being first duly sworn upon oath stated that said person is the City Administrator of the City of Creve Coeur, Missouri, and that said person signed the foregoing document as City Administrator of the City of Creve Coeur, Missouri, and the City of Creve Coeur has entered into this Agreement as its free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year above-written.

 Notary Public

My commission expires:

PERMANENT SIDEWALK EASEMENT AREA 1 DESCRIPTION:

WARSON ROAD IMPROVEMENT PROJECT STP-5526 (640)

PARCEL NO. 1

ADDRESS: 800 LINDBERGH BLVD

A TRACT OF LAND BEING PART OF SECTION 1, TOWNSHIP 45 NORTH, RANGE 5 EAST, CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI; SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF OLIVE BOULEVARD, ALSO KNOWN AS MISSOURI STATE ROUTE E (340), VARIABLE WIDTH, AS ESTABLISHED BY MISSOURI STATE HIGHWAY COMMISSION PROJECT NO. US 844(4), WITH THE WEST RIGHT OF WAY LINE OF WARSON ROAD AS WIDENED BY ST. LOUIS COUNTY 1965 BOND ISSUE PROPOSITION NO. 1 - PROJECT NO. 19;

THENCE ALONG SAID WEST RIGHT OF WAY LINE, SOUTH 47 DEGREES 16 MINUTES 26 SECONDS EAST, 15.00 FEET TO THE NORTH LINE OF THE HEREINAFTER DESCRIBED PERMANENT SIDEWALK EASEMENT AREA 1 BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 47 DEGREES 16 MINUTES 26 SECONDS EAST, 4.00 FEET; SOUTH 00 DEGREES 24 MINUTES 27 SECONDS WEST, 300.80 FEET; SOUTH 89 DEGREES 45 MINUTES 40 SECONDS EAST, 19.28 FEET; SOUTH 01 DEGREES 20 MINUTES 04 SECONDS WEST, 413.01 FEET; AND SOUTH 03 DEGREES 32 MINUTES 22 SECONDS WEST, 170.50 FEET TO THE INTERSECTION WITH THE WEST LINE OF THE HEREIN DESCRIBED PERMANENT SIDEWALK EASEMENT AREA 1;

THENCE ALONG SAID WEST LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 00 DEGREES 53 MINUTES 58 SECONDS WEST, 193.87 FEET; NORTH 13 DEGREES 36 MINUTES 56 SECONDS WEST, 65.75 FEET; NORTH 01 DEGREES 20 MINUTES 04 SECONDS EAST, 281.00 FEET; NORTH 05 DEGREES 27 MINUTES 47 SECONDS EAST, 39.11 FEET; NORTH 00 DEGREES 24 MINUTES 27 SECONDS WEST, 263.00 FEET; AND NORTH 07 DEGREES 39 MINUTES 07 SECONDS WEST, 45.61 FEET TO THE NORTH LINE OF THE HEREINAFTER DESCRIBED PERMANENT SIDEWALK EASEMENT AREA 1;

THENCE ALONG SAID NORTH LINE, NORTH 82 DEGREES 26 MINUTES 52 SECONDS EAST, 6.50 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 11,016 SQUARE FEET IS BASED UPON THE RIGHT OF WAY OF WARSON ROAD AND ADJACENT PROPERTY LINES AS SHOWN ON A SURVEY STRIP MAP PROVIDED TO COLE & ASSOCIATES, INC. BY ABNA (PROJECT NO. 15-6163) DATED 12/31/2015 FOR THE CITY OF CREVE COEUR WARSON ROAD IMPROVEMENT PROJECT STP-5526 (640) AND CALCULATIONS PERFORMED BY COLE & ASSOCIATES, INC. DURING THE MONTH OF NOVEMBER, 2016 AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND CONDITIONS OF RECORD, IF ANY.

EXHIBIT "A"

PAGE 1 OF 14

INITIAL: _____

TEMPORARY CONSTRUCTION EASEMENT AND PERMANENT SIDEWALK EASEMENT

PART OF SECTION 1, TOWNSHIP 45 NORTH, RANGE 5 EAST
CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI

DRAWN/CHECKED: HWW/SAB

JOB NO. 15-0086

cole

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SUITE 200
ST. LOUIS, MO
63103
314.984.9887

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COLE & ASSOCIATES, INC.
L.S. 266-D

01/05/2017

Heather Welch-Westfall

HEATHER WELCH-WESTFALL, P.L.S.
MISSOURI LICENSE NO. PLS-2015000234



TEMPORARY CONSTRUCTION EASEMENT AREA 1 DESCRIPTION:

WARSON ROAD IMPROVEMENT PROJECT STP-5526 (640)

PARCEL NO. 1

ADDRESS: 800 LINDBERGH BLVD

A TRACT OF LAND BEING PART OF SECTION 1, TOWNSHIP 45 NORTH, RANGE 5 EAST, CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI; SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF OLIVE BOULEVARD, ALSO KNOWN AS MISSOURI STATE ROUTE E (340), VARIABLE WIDTH, AS ESTABLISHED BY MISSOURI STATE HIGHWAY COMMISSION PROJECT NO. US 844(4), WITH THE WEST RIGHT OF WAY LINE OF WARSON ROAD AS WIDENED BY ST. LOUIS COUNTY 1965 BOND ISSUE PROPOSITION NO. 1 - PROJECT NO. 19;

THENCE ALONG SAID WEST RIGHT OF WAY LINE, SOUTH 47 DEGREES 16 MINUTES 26 SECONDS EAST, 19.00 FEET; SOUTH 00 DEGREES 24 MINUTES 27 SECONDS WEST, 300.80 FEET; SOUTH 89 DEGREES 45 MINUTES 40 SECONDS EAST, 19.28 FEET; SOUTH 01 DEGREES 20 MINUTES 04 SECONDS WEST, 413.01 FEET; SOUTH 03 DEGREES 32 MINUTES 22 SECONDS WEST, 170.50 FEET TO THE INTERSECTION WITH THE WEST LINE OF PERMANENT SIDEWALK EASEMENT AREA 1;

THENCE ALONG SAID WEST LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 00 DEGREES 53 MINUTES 58 SECONDS WEST, 193.87 FEET; NORTH 13 DEGREES 36 MINUTES 56 SECONDS WEST, 65.75 FEET; AND NORTH 01 DEGREES 20 MINUTES 04 SECONDS EAST, 239.09 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF THE HEREIN DESCRIBED TEMPORARY CONSTRUCTION EASEMENT AREA 1 BEING THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID SOUTH LINE AND THE WEST AND NORTH LINES THE FOLLOWING COURSES AND DISTANCES: NORTH 88 DEGREES 39 MINUTES 56 SECONDS WEST, 4.75 FEET; NORTH 01 DEGREES 20 MINUTES 04 SECONDS EAST, 116.00 FEET; NORTH 89 DEGREES 35 MINUTES 33 SECONDS WEST, 6.00 FEET; NORTH 00 DEGREES 24 MINUTES 27 SECONDS EAST, 12.50 FEET; AND SOUTH 89 DEGREES 35 MINUTES 33 SECONDS EAST, 13.00 FEET TO THE INTERSECTION WITH THE WEST LINE OF PERMANENT SIDEWALK EASEMENT AREA 1;

THENCE ALONG SAID WEST LINE, SOUTH 00 DEGREES 24 MINUTES 27 SECONDS WEST, 47.70 FEET; SOUTH 05 DEGREES 27 MINUTES 47 SECONDS WEST, 39.11; SOUTH 01 DEGREES 20 MINUTES 04 SECONDS WEST, 41.91 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 858 SQUARE FEET IS BASED UPON THE RIGHT OF WAY OF WARSON ROAD AND ADJACENT PROPERTY LINES AS SHOWN ON A SURVEY STRIP MAP PROVIDED TO COLE & ASSOCIATES, INC. BY ABNA (PROJECT NO. 15-6163) DATED 12/31/2015 FOR THE CITY OF CREVE COEUR WARSON ROAD IMPROVEMENT PROJECT STP-5526 (640) AND CALCULATIONS PERFORMED BY COLE & ASSOCIATES, INC. DURING THE MONTH OF NOVEMBER, 2016 AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND CONDITIONS OF RECORD, IF ANY.

EXHIBIT "A"

PAGE 2 OF 14

INITIAL: _____

TEMPORARY CONSTRUCTION EASEMENT AND PERMANENT SIDEWALK EASEMENT

PART OF SECTION 1, TOWNSHIP 45 NORTH, RANGE 5 EAST
CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI

DRAWN/CHECKED: HWW/SAB

JOB NO. 15-0086

cole 401 S. 18TH ST.
SUITE 200
ST. LOUIS, MO
63103
314.984.9887

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COLE & ASSOCIATES, INC.
L.S. 266-D

01/05/2017

HWestfall

HEATHER WELCH-WESTFALL, P.L.S.
MISSOURI LICENSE NO. PLS-2015000234



PERMANENT SIDEWALK EASEMENT AREA 2 DESCRIPTION:

WARSON ROAD IMPROVEMENT PROJECT STP-5526 (640)

PARCEL NO. 1

ADDRESS: 800 LINDBERGH BLVD

A TRACT OF LAND BEING PART OF SECTION 1, TOWNSHIP 45 NORTH, RANGE 5 EAST, CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI; SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF OLIVE BOULEVARD, ALSO KNOWN AS MISSOURI STATE ROUTE E (340), VARIABLE WIDTH, AS ESTABLISHED BY MISSOURI STATE HIGHWAY COMMISSION PROJECT NO. US 844(4), WITH THE WEST RIGHT OF WAY LINE OF WARSON ROAD AS WIDENED BY ST. LOUIS COUNTY 1965 BOND ISSUE PROPOSITION NO. 1 - PROJECT NO. 19;

THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 47 DEGREES 16 MINUTES 26 SECONDS EAST, 19.00 FEET; SOUTH 00 DEGREES 24 MINUTES 27 SECONDS WEST, 300.80 FEET; SOUTH 89 DEGREES 45 MINUTES 40 SECONDS EAST, 19.28 FEET; SOUTH 01 DEGREES 20 MINUTES 04 SECONDS WEST, 413.01 FEET; SOUTH 03 DEGREES 32 MINUTES 22 SECONDS WEST, 336.85 FEET; AND SOUTH 03 DEGREES 06 MINUTES 38 SECONDS EAST, 77.53 FEET TO THE INTERSECTION WITH THE WEST LINE OF THE HEREIN DESCRIBED PERMANENT SIDEWALK EASEMENT AREA 2 BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 03 DEGREES 06 MINUTES 38 SECONDS EAST, 22.50 FEET; SOUTH 00 DEGREES 26 MINUTES 38 SECONDS EAST, 200.06 FEET; AND SOUTH 02 DEGREES 46 MINUTES 38 EAST, 92.50 FEET TO SAID WEST LINE OF THE HEREIN DESCRIBED PERMANENT SIDEWALK EASEMENT AREA 2

THENCE ALONG SAID WEST LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 11 DEGREES 35 MINUTES 42 SECONDS WEST, 45.50 FEET; NORTH 04 DEGREES 41 MINUTES 34 SECONDS WEST, 98.65 FEET; NORTH 00 DEGREES 26 MINUTES 38 SECONDS WEST, 55.00 FEET; NORTH 89 DEGREES 33 MINUTES 22 SECONDS EAST, 7.50 FEET; AND NORTH 01 DEGREES 24 MINUTES 56 SECONDS EAST, 117.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 2,069 SQUARE FEET IS BASED UPON THE RIGHT OF WAY OF WARSON ROAD AND ADJACENT PROPERTY LINES AS SHOWN ON A SURVEY STRIP MAP PROVIDED TO COLE & ASSOCIATES, INC. BY ABNA (PROJECT NO. 15-6163) DATED 12/31/2015 FOR THE CITY OF CREVE COEUR WARSON ROAD IMPROVEMENT PROJECT STP-5526 (640) AND CALCULATIONS PERFORMED BY COLE & ASSOCIATES, INC. DURING THE MONTH OF NOVEMBER, 2016 AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND CONDITIONS OF RECORD, IF ANY.

EXHIBIT "A"

PAGE 3 OF 14

INITIAL: _____

TEMPORARY CONSTRUCTION EASEMENT AND PERMANENT SIDEWALK EASEMENT

PART OF SECTION 1, TOWNSHIP 45 NORTH, RANGE 5 EAST
CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI

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JOB NO. 15-0086

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L.S. 266-D

01/05/2017

H Westfall

HEATHER WELCH-WESTFALL, P.L.S.
MISSOURI LICENSE NO. PLS-2015000234



TEMPORARY CONSTRUCTION EASEMENT AREA 2 DESCRIPTION:

WARSON ROAD IMPROVEMENT PROJECT STP-5526 (640)

PARCEL NO. 1

ADDRESS: 800 LINDBERGH BLVD

A TRACT OF LAND BEING PART OF SECTION 1, TOWNSHIP 45 NORTH, RANGE 5 EAST, CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI; SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF OLIVE BOULEVARD, ALSO KNOWN AS MISSOURI STATE ROUTE E (340), VARIABLE WIDTH, AS ESTABLISHED BY MISSOURI STATE HIGHWAY COMMISSION PROJECT NO. US 844(4), WITH THE WEST RIGHT OF WAY LINE OF WARSON ROAD AS WIDENED BY ST. LOUIS COUNTY 1965 BOND ISSUE PROPOSITION NO. 1 - PROJECT NO. 19;

THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 47 DEGREES 16 MINUTES 26 SECONDS EAST, 19.00 FEET; SOUTH 00 DEGREES 24 MINUTES 27 SECONDS WEST, 300.80 FEET; SOUTH 89 DEGREES 45 MINUTES 40 SECONDS EAST, 19.28 FEET; SOUTH 01 DEGREES 20 MINUTES 04 SECONDS WEST, 413.01 FEET; SOUTH 03 DEGREES 32 MINUTES 22 SECONDS WEST, 336.85 FEET; AND SOUTH 03 DEGREES 06 MINUTES 38 SECONDS EAST, 100.03 FEET; SOUTH 00 DEGREES 26 MINUTES 38 SECONDS EAST, 200.06 FEET; AND SOUTH 02 DEGREES 46 MINUTES 38 EAST, 92.50 FEET TO THE INTERSECTION WITH THE WEST LINE OF THE PERMANENT SIDEWALK EASEMENT AREA 2;

THENCE ALONG SAID WEST LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 11 DEGREES 35 MINUTES 42 SECONDS WEST, 45.50 FEET; AND NORTH 04 DEGREES 41 MINUTES 34 SECONDS WEST, 17.43 FEET TO THE SOUTH LINE OF THE HEREINAFTER DESCRIBED TEMPORARY CONSTRUCTION EASEMENT AREA 2 BEING THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID SOUTH LINE AND THE WEST AND NORTH LINES THE FOLLOWING COURSES AND DISTANCES: SOUTH 89 DEGREES 33 MINUTES 22 SECONDS WEST, 9.02 FEET; NORTH 00 DEGREES 26 MINUTES 38 SECONDS WEST, 86.00 FEET; AND NORTH 89 DEGREES 33 MINUTES 22 SECONDS EAST, 3.00 FEET TO THE WEST LINE OF SAID PERMANENT SIDEWALK EASEMENT AREA 2;

THENCE ALONG SAID WEST LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 00 DEGREES 26 MINUTES 38 SECONDS EAST; 5.00 FEET; AND SOUTH 04 DEGREES 41 MINUTES 34 SECONDS EAST, 81.22 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 502 SQUARE FEET IS BASED UPON THE RIGHT OF WAY OF WARSON ROAD AND ADJACENT PROPERTY LINES AS SHOWN ON A SURVEY STRIP MAP PROVIDED TO COLE & ASSOCIATES, INC. BY ABNA (PROJECT NO. 15-6163) DATED 12/31/2015 FOR THE CITY OF CREVE COEUR WARSON ROAD IMPROVEMENT PROJECT STP-5526 (640) AND CALCULATIONS PERFORMED BY COLE & ASSOCIATES, INC. DURING THE MONTH OF NOVEMBER, 2016 AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND CONDITIONS OF RECORD, IF ANY.

EXHIBIT "A"

PAGE 4 OF 14

INITIAL: _____

TEMPORARY CONSTRUCTION EASEMENT AND PERMANENT SIDEWALK EASEMENT

PART OF SECTION 1, TOWNSHIP 45 NORTH, RANGE 5 EAST
CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI

DRAWN/CHECKED: HWW/SAB

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COLE & ASSOCIATES, INC.
L.S. 266-D

01/05/2017

H Westfall

HEATHER WELCH-WESTFALL, P.L.S.
MISSOURI LICENSE NO. PLS-2015000234



PERMANENT SIDEWALK EASEMENT AREA 3 DESCRIPTION:

WARSON ROAD IMPROVEMENT PROJECT STP-5526 (640)

PARCEL NO. 1

ADDRESS: 800 LINDBERGH BLVD

A TRACT OF LAND BEING PART OF SECTION 1, TOWNSHIP 45 NORTH, RANGE 5 EAST, CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI; SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF OLIVE BOULEVARD, ALSO KNOWN AS MISSOURI STATE ROUTE E (340), VARIABLE WIDTH, AS ESTABLISHED BY MISSOURI STATE HIGHWAY COMMISSION PROJECT NO. US 844(4), WITH THE WEST RIGHT OF WAY LINE OF WARSON ROAD AS WIDENED BY ST. LOUIS COUNTY 1965 BOND ISSUE PROPOSITION NO. 1 - PROJECT NO. 19;

THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 47 DEGREES 16 MINUTES 26 SECONDS EAST, 19.00 FEET; SOUTH 00 DEGREES 24 MINUTES 27 SECONDS WEST, 300.80 FEET; SOUTH 89 DEGREES 45 MINUTES 40 SECONDS EAST, 19.28 FEET; SOUTH 01 DEGREES 20 MINUTES 04 SECONDS WEST, 413.01 FEET; SOUTH 03 DEGREES 32 MINUTES 22 SECONDS WEST, 336.85 FEET; SOUTH 03 DEGREES 06 MINUTES 38 SECONDS EAST, 100.03 FEET; SOUTH 00 DEGREES 26 MINUTES 38 SECONDS EAST, 200.06 FEET; AND SOUTH 02 DEGREES 46 MINUTES 38 EAST, 250.54 FEET TO SAID WEST LINE OF THE HEREIN DESCRIBED PERMANENT SIDEWALK EASEMENT AREA 3;

THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 00 DEGREES 28 MINUTES 38 SECONDS EAST, 136.53 FEET; AND SOUTH 00 DEGREES 59 MINUTES 22 SECONDS WEST, 142.60 FEET TO THE SOUTH LINE OF THE TRACT OF LAND NOW OR FORMERLY OF MONSANTO COMPANY AS RECORDED IN DEED BOOK 12783 PAGE 1097 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS;

THENCE ALONG SAID SOUTH LINE, SOUTH 89 DEGREES 53 MINUTES 11 SECONDS WEST, 7.50 FEET TO THE WEST LINE OF THE HEREIN DESCRIBED PERMANENT SIDEWALK EASEMENT AREA 3 BEING THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID WEST LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 00 DEGREES 59 MINUTES 22 SECONDS EAST, 142.65 FEET; NORTH 00 DEGREES 28 MINUTES 38 SECONDS WEST, 10.00 FEET; NORTH 20 DEGREES 42 MINUTES 36 SECONDS EAST, 15.22 FEET; NORTH 00 DEGREES 28 MINUTES 38 SECONDS WEST, 70.50 FEET; AND NORTH 02 DEGREES 15 MINUTES 57 SECONDS EAST, 41.79 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 1,395 SQUARE FEET IS BASED UPON THE RIGHT OF WAY OF WARSON ROAD AND ADJACENT PROPERTY LINES AS SHOWN ON A SURVEY STRIP MAP PROVIDED TO COLE & ASSOCIATES, INC. BY ABNA (PROJECT NO. 15-6163) DATED 12/31/2015 FOR THE CITY OF CREVE COEUR WARSON ROAD IMPROVEMENT PROJECT STP-5526 (640) AND CALCULATIONS PERFORMED BY COLE & ASSOCIATES, INC. DURING THE MONTH OF NOVEMBER, 2016 AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND CONDITIONS OF RECORD, IF ANY.

EXHIBIT "A"

PAGE 5 OF 14

INITIAL: _____

TEMPORARY CONSTRUCTION EASEMENT AND PERMANENT SIDEWALK EASEMENT

PART OF SECTION 1, TOWNSHIP 45 NORTH, RANGE 5 EAST
CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI

DRAWN/CHECKED: HWW/SAB

JOB NO. 15-0086

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SUITE 200
ST. LOUIS, MO
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314.984.9887

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COLE & ASSOCIATES, INC.
L.S. 266-D

01/05/2017

H Westfall

HEATHER WELCH-WESTFALL, P.L.S.
MISSOURI LICENSE NO. PLS-2015000234



TEMPORARY CONSTRUCTION EASEMENT AREA 3 DESCRIPTION:

WARSON ROAD IMPROVEMENT PROJECT STP-5526 (640)

PARCEL NO. 1

ADDRESS: 800 LINDBERGH BLVD

A TRACT OF LAND BEING PART OF SECTION 1, TOWNSHIP 45 NORTH, RANGE 5 EAST, CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI; SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF OLIVE BOULEVARD, ALSO KNOWN AS MISSOURI STATE ROUTE E (340), VARIABLE WIDTH, AS ESTABLISHED BY MISSOURI STATE HIGHWAY COMMISSION PROJECT NO. US 844(4), WITH THE WEST RIGHT OF WAY LINE OF WARSON ROAD AS WIDENED BY ST. LOUIS COUNTY 1965 BOND ISSUE PROPOSITION NO. 1 - PROJECT NO. 19;

THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 47 DEGREES 16 MINUTES 26 SECONDS EAST, 19.00 FEET; SOUTH 00 DEGREES 24 MINUTES 27 SECONDS WEST, 300.80 FEET; SOUTH 89 DEGREES 45 MINUTES 40 SECONDS EAST, 19.28 FEET; SOUTH 01 DEGREES 20 MINUTES 04 SECONDS WEST, 413.01 FEET; SOUTH 03 DEGREES 32 MINUTES 22 SECONDS WEST, 336.85 FEET; SOUTH 03 DEGREES 06 MINUTES 38 SECONDS EAST, 100.03 FEET; SOUTH 00 DEGREES 26 MINUTES 38 SECONDS EAST, 200.06 FEET; SOUTH 02 DEGREES 46 MINUTES 38 SECONDS EAST, 250.54 FEET; SOUTH 00 DEGREES 28 MINUTES 38 SECONDS EAST, 136.53 FEET; AND SOUTH 00 DEGREES 59 MINUTES 22 SECONDS WEST, 142.60 FEET TO THE SOUTH LINE OF THE TRACT OF LAND NOW OR FORMERLY OF MONSANTO COMPANY AS RECORDED IN DEED BOOK 12783 PAGE 1097 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS;

THENCE ALONG SAID SOUTH LINE, SOUTH 89 DEGREES 53 MINUTES 11 SECONDS WEST, 7.50 FEET TO THE WEST LINE OF PERMANENT SIDEWALK EASEMENT AREA 3 BEING THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID WEST LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 00 DEGREES 59 MINUTES 22 SECONDS EAST, 142.65 FEET; SOUTH 00 DEGREES 28 MINUTES 38 SECONDS EAST, 10.00 FEET; AND NORTH 20 DEGREES 42 MINUTES 36 SECONDS EAST, 15.22 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF THE HEREINAFTER DESCRIBED TEMPORARY CONSTRUCTION EASEMENT AREA 3 BEING THE POINT OF BEGINNING;

THENCE ALONG SAID SOUTH LINE AND THE WEST AND NORTH LINES THE FOLLOWING COURSES AND DISTANCES: SOUTH 89 DEGREES 31 MINUTES 22 SECONDS WEST, 3.00 FEET; NORTH 00 DEGREES 28 MINUTES 38 SECONDS WEST, 57.50 FEET; AND NORTH 89 DEGREES 31 MINUTES 22 SECONDS EAST, 3.00 FEET TO THE WEST LINE OF SAID PERMANENT SIDEWALK EASEMENT AREA 3;

THENCE ALONG SAID WEST LINE, SOUTH 00 DEGREES 28 MINUTES 38 SECONDS EAST, 57.50 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 173 SQUARE FEET IS BASED UPON THE RIGHT OF WAY OF WARSON ROAD AND ADJACENT PROPERTY LINES AS SHOWN ON A SURVEY STRIP MAP PROVIDED TO COLE & ASSOCIATES, INC. BY ABNA (PROJECT NO. 15-6163) DATED 12/31/2015 FOR THE CITY OF CREVE COEUR WARSON ROAD IMPROVEMENT PROJECT STP-5526 (640) AND CALCULATIONS PERFORMED BY COLE & ASSOCIATES, INC. DURING THE MONTH OF NOVEMBER, 2016 AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND CONDITIONS OF RECORD, IF ANY.

EXHIBIT "A"

PAGE 6 OF 14

INITIAL: _____

TEMPORARY CONSTRUCTION EASEMENT AND PERMANENT SIDEWALK EASEMENT

PART OF SECTION 1, TOWNSHIP 45 NORTH, RANGE 5 EAST
CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI

DRAWN/CHECKED: HWW/SAB

JOB NO. 15-0086

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01/05/2017

H Westfall

HEATHER WELCH-WESTFALL, P.L.S.
MISSOURI LICENSE NO. PLS-2015000234





SCALE: 1" = 40'

OLIVE BOULEVARD (MO 340 - VARIABLE WIDTH)

LOT CALCULATIONS:

TOTAL SQ.FT. +/- 6,586,272 (R)

T.C.E. SQ.FT. +/- 1,533

SIDEWALK EASEMENT SQ.FT. +/- 14,480

REMAINING SQ.FT. +/- 6,586,272

①
 N/F
 MONSANTO COMPANY
 DB 12783 PG 1097
 800 LINDBERGH BLVD
 LOCATOR NO. 17M510017

PERMANENT SIDEWALK
 EASEMENT AREA 1
 11,016 SQ.FT.

NOTE: RIGHT OF WAY OF WARSON ROAD
 AND ADJACENT PROPERTY LINES AS
 SHOWN HEREON ARE BASED ON A
 SURVEY STRIP MAP PROVIDED TO COLE &
 ASSOCIATES, INC. BY ABNA (PROJECT NO.
 15-6163) DATED 12/31/2015 FOR THE
 CITY OF CREVE COEUR WARSON ROAD
 IMPROVEMENT PROJECT STP-5526 (640)

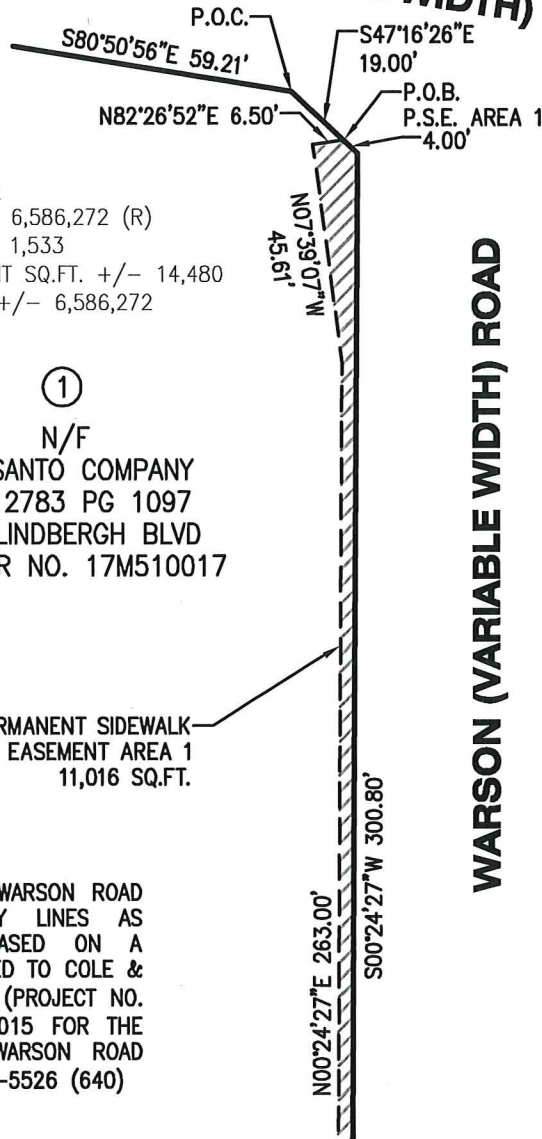


EXHIBIT "A"

PAGE 7 OF 14

INITIAL: _____

TEMPORARY CONSTRUCTION EASEMENT AND PERMANENT SIDEWALK EASEMENT

PART OF SECTION 1, TOWNSHIP 45 NORTH, RANGE 5 EAST
 CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI

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01/05/2017

Heather Welch-Westfall

HEATHER WELCH-WESTFALL, P.L.S.
 MISSOURI LICENSE NO. PLS-2015000234

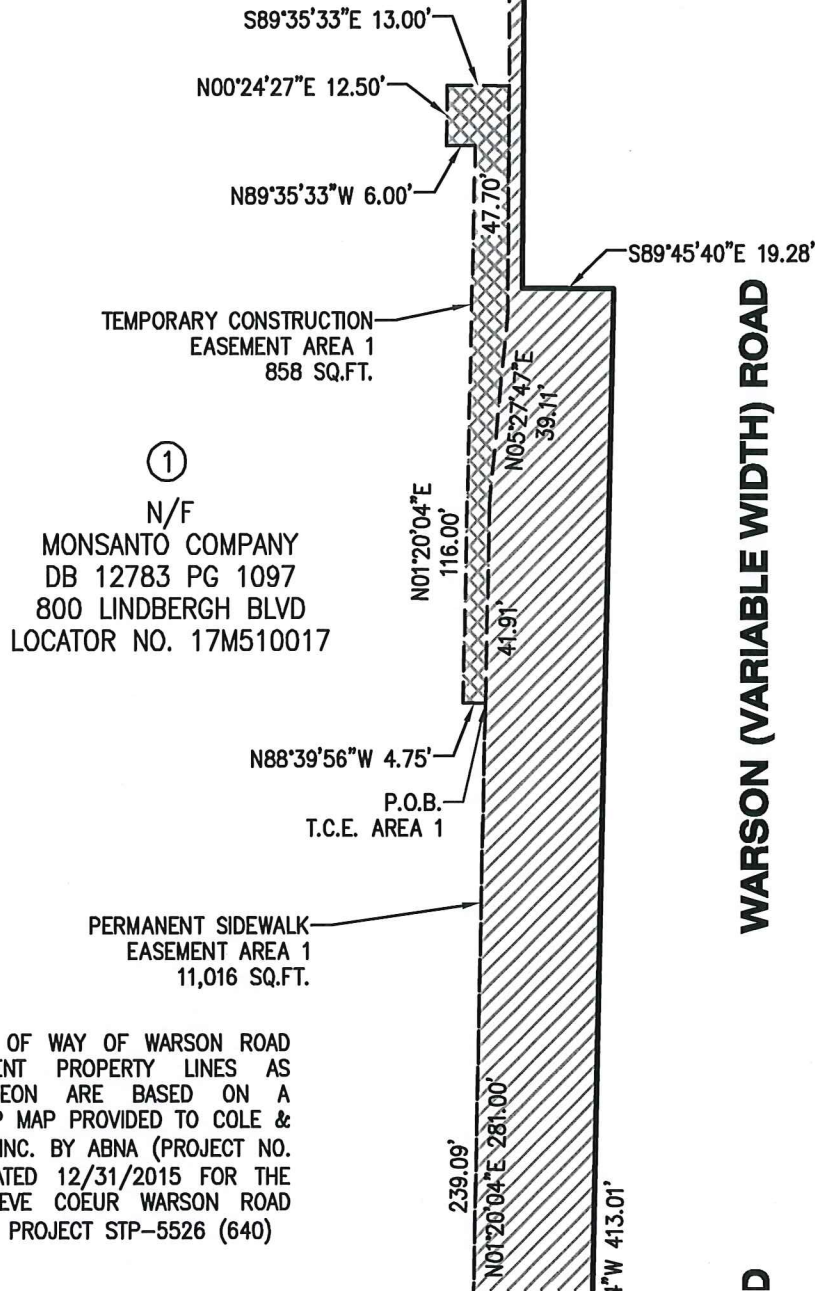
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SCALE: 1" = 40'



NOTE: RIGHT OF WAY OF WARSON ROAD AND ADJACENT PROPERTY LINES AS SHOWN HEREON ARE BASED ON A SURVEY STRIP MAP PROVIDED TO COLE & ASSOCIATES, INC. BY ABNA (PROJECT NO. 15-6163) DATED 12/31/2015 FOR THE CITY OF CREVE COEUR WARSON ROAD IMPROVEMENT PROJECT STP-5526 (640)

EXHIBIT "A"

PAGE 8 OF 14

INITIAL: _____

**TEMPORARY CONSTRUCTION EASEMENT AND
 PERMANENT SIDEWALK EASEMENT**

PART OF SECTION 1, TOWNSHIP 45 NORTH, RANGE 5 EAST
 CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI

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 MISSOURI LICENSE NO. PLS-2015000234



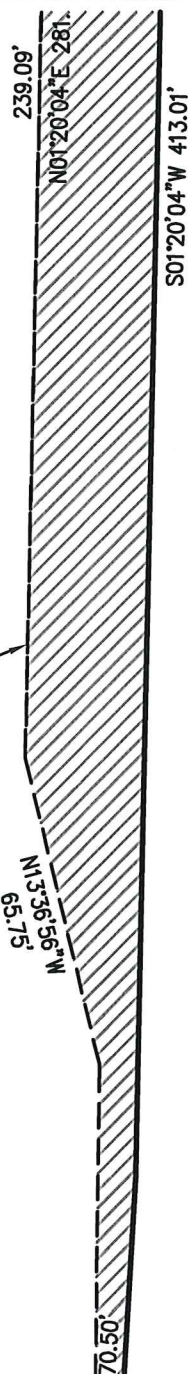
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SCALE: 1" = 40'

①
 N/F
 MONSANTO COMPANY
 DB 12783 PG 1097
 800 LINDBERGH BLVD
 LOCATOR NO. 17M510057

PERMANENT SIDEWALK
 EASEMENT AREA 1
 11,016 SQ.FT.



WARSON (VARIABLE WIDTH) ROAD

NOTE: RIGHT OF WAY OF WARSON ROAD AND ADJACENT PROPERTY LINES AS SHOWN HEREON ARE BASED ON A SURVEY STRIP MAP PROVIDED TO COLE & ASSOCIATES, INC. BY ABNA (PROJECT NO. 15-6163) DATED 12/31/2015 FOR THE CITY OF CREVE COEUR WARSON ROAD IMPROVEMENT PROJECT STP-5526 (640)

EXHIBIT "A"

PAGE 9 OF 14

INITIAL: _____

**TEMPORARY CONSTRUCTION EASEMENT AND
 PERMANENT SIDEWALK EASEMENT**

PART OF SECTION 1, TOWNSHIP 45 NORTH, RANGE 5 EAST
 CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI

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Heather Welch-Westfall

HEATHER WELCH-WESTFALL, P.L.S.
 MISSOURI LICENSE NO. PLS-2015000234





SCALE: 1" = 40'

①
 N/F
 MONSANTO COMPANY
 DB 12783 PG 1097
 800 LINDBERGH BLVD
 LOCATOR NO. 17M510017

PERMANENT SIDEWALK
 EASEMENT AREA 1
 11,016 SQ.FT.

N00°53'58"E 193.87'
 S03°32'22"W 336.85'

WARSON (VARIABLE WIDTH) ROAD

NOTE: RIGHT OF WAY OF WARSON ROAD AND ADJACENT PROPERTY LINES AS SHOWN HEREON ARE BASED ON A SURVEY STRIP MAP PROVIDED TO COLE & ASSOCIATES, INC. BY ABNA (PROJECT NO. 15-6163) DATED 12/31/2015 FOR THE CITY OF CREVE COEUR WARSON ROAD IMPROVEMENT PROJECT STP-5526 (640)

EXHIBIT "A"

PAGE 10 OF 14

INITIAL: _____

**TEMPORARY CONSTRUCTION EASEMENT AND
 PERMANENT SIDEWALK EASEMENT**

PART OF SECTION 1, TOWNSHIP 45 NORTH, RANGE 5 EAST
 CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI

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 MISSOURI LICENSE NO. PLS-2015000234



SCALE: 1" = 40'

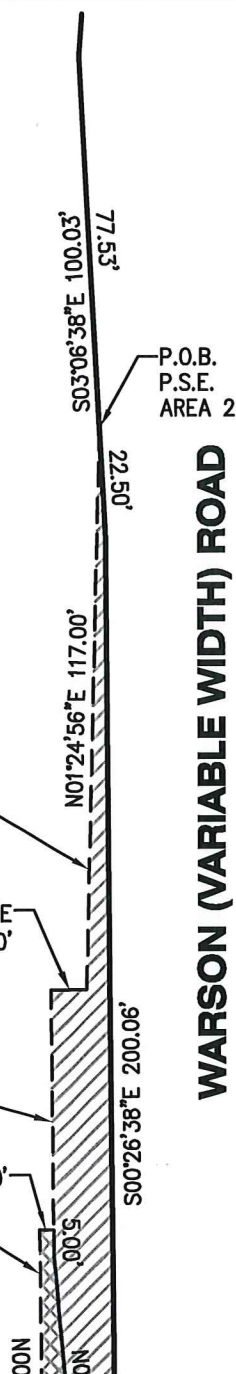
①
 N/F
 MONSANTO COMPANY
 DB 12783 PG 1097
 800 LINDBERGH BLVD
 LOCATOR NO. 17M510017

PERMANENT SIDEWALK
 EASEMENT AREA 2
 2,069 SQ.FT.

N89°33'22"E
 7.50'

N00°26'38"W
 55.00'

N89°33'22"E 3.00'
 TEMPORARY CONSTRUCTION
 EASEMENT AREA 2
 502 SQ.FT.



WARSON (VARIABLE WIDTH) ROAD

NOTE: RIGHT OF WAY OF WARSON ROAD AND ADJACENT PROPERTY LINES AS SHOWN HEREON ARE BASED ON A SURVEY STRIP MAP PROVIDED TO COLE & ASSOCIATES, INC. BY ABNA (PROJECT NO. 15-6163) DATED 12/31/2015 FOR THE CITY OF CREVE COEUR WARSON ROAD IMPROVEMENT PROJECT STP-5526 (640)

EXHIBIT "A"

PAGE 11 OF 14

INITIAL: _____

**TEMPORARY CONSTRUCTION EASEMENT AND
 PERMANENT SIDEWALK EASEMENT**

PART OF SECTION 1, TOWNSHIP 45 NORTH, RANGE 5 EAST
 CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI

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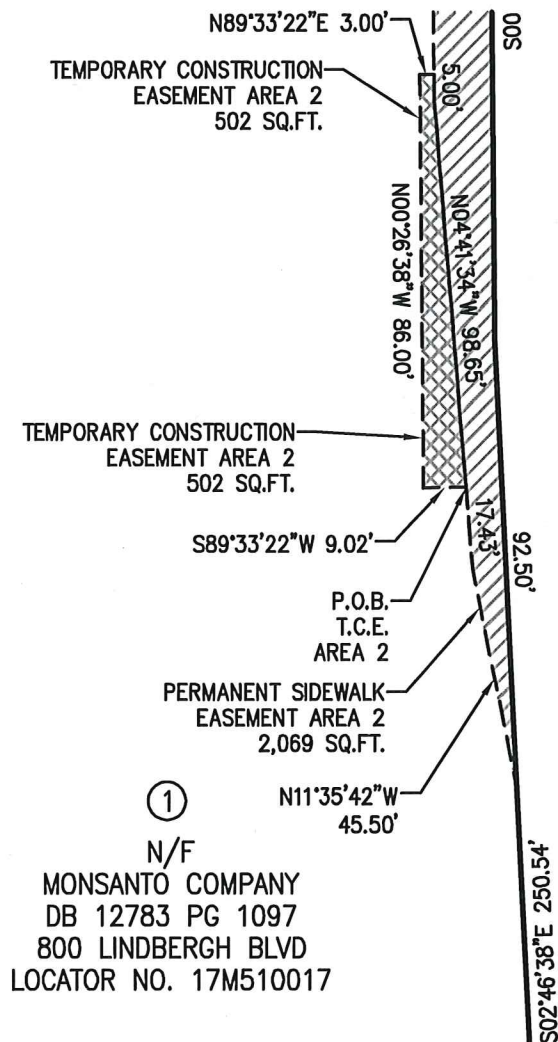
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WARSON (VARIABLE WIDTH) ROAD

SCALE: 1" = 40'

①
 N/F
 MONSANTO COMPANY
 DB 12783 PG 1097
 800 LINDBERGH BLVD
 LOCATOR NO. 17M510017

NOTE: RIGHT OF WAY OF WARSON ROAD AND ADJACENT PROPERTY LINES AS SHOWN HEREON ARE BASED ON A SURVEY STRIP MAP PROVIDED TO COLE & ASSOCIATES, INC. BY ABNA (PROJECT NO. 15-6163) DATED 12/31/2015 FOR THE CITY OF CREVE COEUR WARSON ROAD IMPROVEMENT PROJECT STP-5526 (640)

EXHIBIT "A"

PAGE 12 OF 14

INITIAL: _____

**TEMPORARY CONSTRUCTION EASEMENT AND
 PERMANENT SIDEWALK EASEMENT**

PART OF SECTION 1, TOWNSHIP 45 NORTH, RANGE 5 EAST
 CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI

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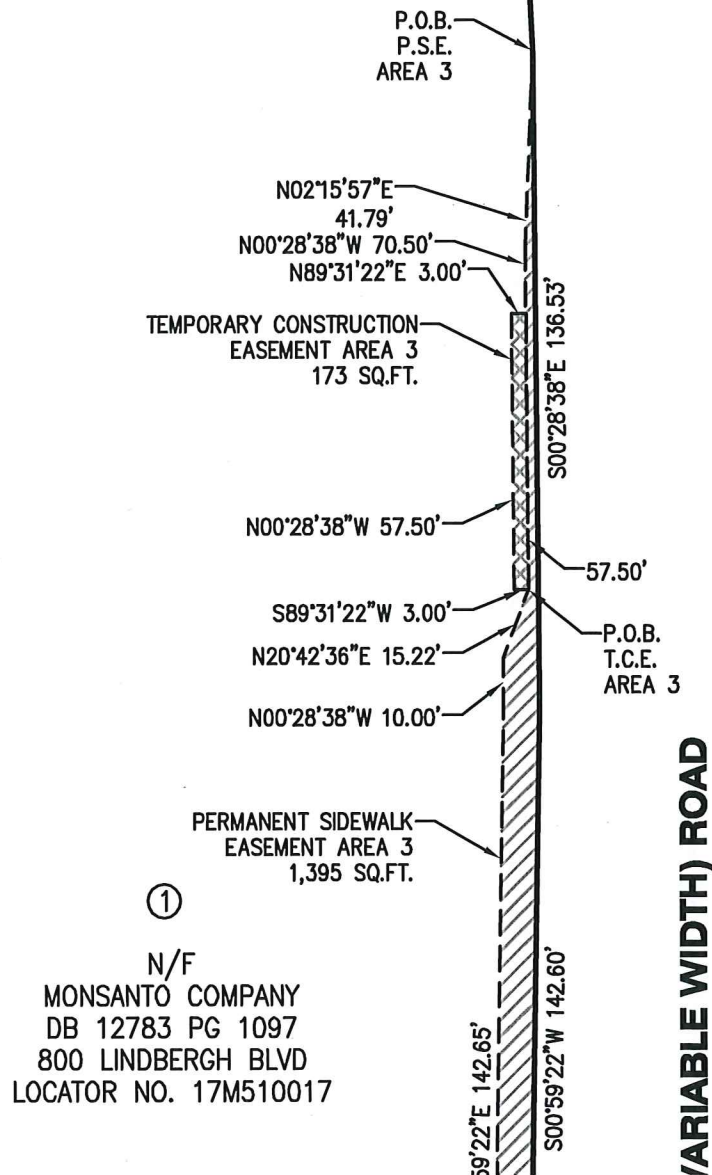
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 MISSOURI LICENSE NO. PLS-2015000234



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SCALE: 1" = 40'



NOTE: RIGHT OF WAY OF WARSON ROAD AND ADJACENT PROPERTY LINES AS SHOWN HEREON ARE BASED ON A SURVEY STRIP MAP PROVIDED TO COLE & ASSOCIATES, INC. BY ABNA (PROJECT NO. 15-6163) DATED 12/31/2015 FOR THE CITY OF CREVE COEUR WARSON ROAD IMPROVEMENT PROJECT STP-5526 (640)

EXHIBIT "A"

PAGE 13 OF 14

INITIAL: _____

**TEMPORARY CONSTRUCTION EASEMENT AND
 PERMANENT SIDEWALK EASEMENT**

PART OF SECTION 1, TOWNSHIP 45 NORTH, RANGE 5 EAST
 CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI

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SCALE: 1" = 40'

①
 N/F
 MONSANTO COMPANY
 DB 12783 PG 1097
 800 LINDBERGH BLVD
 LOCATOR NO. 17M510017

PERMANENT SIDEWALK
 EASEMENT AREA 3
 1,395 SQ.FT.

S89°31'22"W 3.00'
 N20°42'36"E 15.22'
 N00°28'38"W 10.00'

57.50'
 P.O.B.
 T.C.E.
 AREA 3

WARSON (VARIABLE WIDTH) ROAD

S89°53'11"W 689.41'(R)

15' UTILITY EASEMENT
 PB 82 PG 10

**WARSON SQUARE
 PLAT NO 2
 PB 82 PG 10**

LOT 1

N/F
 NEWTON ANNE LISE
 DB 19369 PG 5026
 9801 WARINGTON SQ.
 LOCATOR NO. 17M220365

N00°59'22"E 142.65'
 S00°59'22"W 142.60'
 S89°53'11"W 10.03'(R)
 7.50'
 S01°20'04"W 141.88'(R)

NOTE: RIGHT OF WAY OF WARSON ROAD
 AND ADJACENT PROPERTY LINES AS
 SHOWN HEREON ARE BASED ON A
 SURVEY STRIP MAP PROVIDED TO COLE &
 ASSOCIATES, INC. BY ABNA (PROJECT NO.
 15-6163) DATED 12/31/2015 FOR THE
 CITY OF CREVE COEUR WARSON ROAD
 IMPROVEMENT PROJECT STP-5526 (640)

EXHIBIT "A"

PAGE 14 OF 14

INITIAL: _____

**TEMPORARY CONSTRUCTION EASEMENT AND
 PERMANENT SIDEWALK EASEMENT**

PART OF SECTION 1, TOWNSHIP 45 NORTH, RANGE 5 EAST
 CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI

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01/05/2017

Heather Welch-Westfall

HEATHER WELCH-WESTFALL, P.L.S.
 MISSOURI LICENSE NO. PLS-2015000234



TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE made and entered into this ____ day of _____, 2017, between RICHARD F. HUCK, III, AND KATHRYN O. HUCK, 9801 Countryshire Place, Creve Coeur, Missouri 63141, of the County of Saint Louis, State of Missouri (parties of the first part), and the CITY OF CREVE COEUR, MISSOURI, 300 North New Ballas Road, Creve Coeur, Missouri 63141 (party of the second part).

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of one dollar (\$1.00), paid by the said party of the second part, the receipt of which is hereby acknowledged, and for and in consideration of the sidewalk reconstruction and partial driveway entrance replacement involved with the Warson Road Improvement Project, do by these presents, grant unto the party of the second part a temporary construction easement for the purposes herein stated in and upon the following described premises, situated in the County of Saint Louis and State of Missouri, and more specifically described by the property description on and as indicated by  on the attached easement plat and description (Exhibit "A"), hereby made a part of this indenture.

SAID Temporary Construction Easement is granted for the purpose of making cuts, fills, and sloping embankment, reconstructing driveway, restoring turf, providing working room, and implementing any necessary construction methods until such time as the Warson Road Improvement Project may be completed and accepted by the City of Creve Coeur. Upon the granting of such acceptance by the City of Creve Coeur or its assigns, or December 31, 2018, whichever is earlier, this easement shall terminate.

TO HAVE AND TO HOLD said easement unto the City of Creve Coeur, Missouri, and to its assigns and successors.

The parties of the first part do hereby covenant to the City of Creve Coeur, Missouri, that they are lawfully seized and possessed of the real estate above described and that they have a good and lawful right to convey it, or any part thereof, that it is free from all encumbrances, and that they shall forever warrant and defend this easement against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said parties have executed these presents the day and year first above written.

Richard F. Huck, III

Kathryn O. Huck

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

On this _____ day of _____, 2017, before me, a Notary Public, personally appeared Richard F. Huck, III, and Kathryn O. Huck, to me known to be the people described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year above-written.

 Notary Public

My commission expires:

CITY OF CREVE COEUR, MISSOURI

By: _____

Print Name: Mark Perkins

Title: City Administrator

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

On this _____ day of _____, 2017, before me, a Notary Public, personally appeared Mark Perkins, and being first duly sworn upon oath stated that said person is the City Administrator of the City of Creve Coeur, Missouri, and that said person signed the foregoing document as City Administrator of the City of Creve Coeur, Missouri, and the City of Creve Coeur has entered into this Agreement as its free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year above-written.

 Notary Public

My commission expires:

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

WARSON ROAD IMPROVEMENT PROJECT STP-5526 (640)

PARCEL NO. 2

ADDRESS: 9801 COUNTRYSHIRE PLACE

A TRACT OF LAND BEING PART OF LOT 1 OF COUNTRYSHIRE PLACE, A SUBDIVISION ACCORDING TO PLAT BOOK 107 PAGES 74 AND 75 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS, SITUATED IN SECTION 12, TOWNSHIP 45 NORTH, RANGE 5 EAST, CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID LOT 1 WITH THE WEST RIGHT OF WAY LINE OF WARSON ROAD, VARIABLE WIDTH;

THENCE ALONG SAID WEST RIGHT OF WAY LINE, SOUTH 01 DEGREES 20 MINUTES 04 SECONDS WEST, 10.00 FEET TO THE SOUTH LINE OF THE 10 FOOT WIDE EASEMENT AS SHOWN ON SAID COUNTRYSHIRE PLACE, BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE, SOUTH 01 DEGREES 20 MINUTES 04 SECONDS WEST, 25.33 FEET TO THE SOUTH LINE OF THE HEREINAFTER DESCRIBED TEMPORARY CONSTRUCTION EASEMENT;

THENCE ALONG SAID SOUTH LINE AND THE WEST LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 88 DEGREES 39 MINUTES 56 SECONDS WEST, 8.00 FEET; AND NORTH 01 DEGREES 20 MINUTES 04 SECONDS EAST, 25.25 FEET TO THE SOUTH LINE OF A 10 FOOT WIDE EASEMENT, AS AFOREMENTIONED;

THENCE ALONG SAID SOUTH LINE, SOUTH 89 DEGREES 15 MINUTES 56 SECONDS EAST, 8.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINS 202 SQUARE FEET AND IS BASED ON A SURVEY STRIP MAP PROVIDED TO COLE & ASSOCIATES, INC. BY ABNA (PROJECT NO. 15-6163) DATED 12/31/2016 FOR THE CITY OF CREVE COEUR WARSON ROAD IMPROVEMENT PROJECT STP-5526 (640) AND DESIGN AND CALCULATIONS PERFORMED BY COLE & ASSOCIATES, INC. DURING THE MONTH OF NOVEMBER 2016 AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND CONDITIONS OF RECORD, IF ANY.

EXHIBIT "A"

PAGE 1 OF 2

INITIAL: _____

TEMPORARY CONSTRUCTION EASEMENT

PART OF LOT 1 OF COUNTRYSHIRE PLACE
 PART OF SECTION 12, TOWNSHIP 45 NORTH, RANGE 5 EAST
 CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI

DRAWN/CHECKED: HWW/SAB

JOB NO. 15-0086

cole

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CIVIL ENGINEERING / SURVEYING / PLANNING / LANDSCAPE ARCHITECTURE
Cole & Associates, Inc. is a Missouri Corporation d.b.a. Cole Design Group, Inc. in Arizona & Texas herein referred to as "Cole"

COLE & ASSOCIATES, INC.
 L.S. 266-D

01/09/2017

H Westfall

HEATHER WELCH-WESTFALL, P.L.S.
 MISSOURI LICENSE NO. PLS-2015000234



LAYOUT: EXHIBIT_PAGE 2
DATE: Jan 09, 2017 - 8:56am
DRAWING: S:\JOBS\jobs2015\15-0086\CADD\ V-Work\ V P2 EASEMENT 15-0086.dwg

SCALE: 1" = 30'



NOTE: RIGHT OF WAY OF WARSON ROAD AND ADJACENT PROPERTY LINES AS SHOWN HEREON ARE BASED ON A SURVEY STRIP MAP PROVIDED TO COLE & ASSOCIATES, INC. BY ABNA (PROJECT NO. 15-6163) DATED 12/31/2015 FOR THE CITY OF CREVE COEUR WARSON ROAD IMPROVEMENT PROJECT STP-5526 (640)

**WARSON ROAD
(VARIABLE WIDTH)**

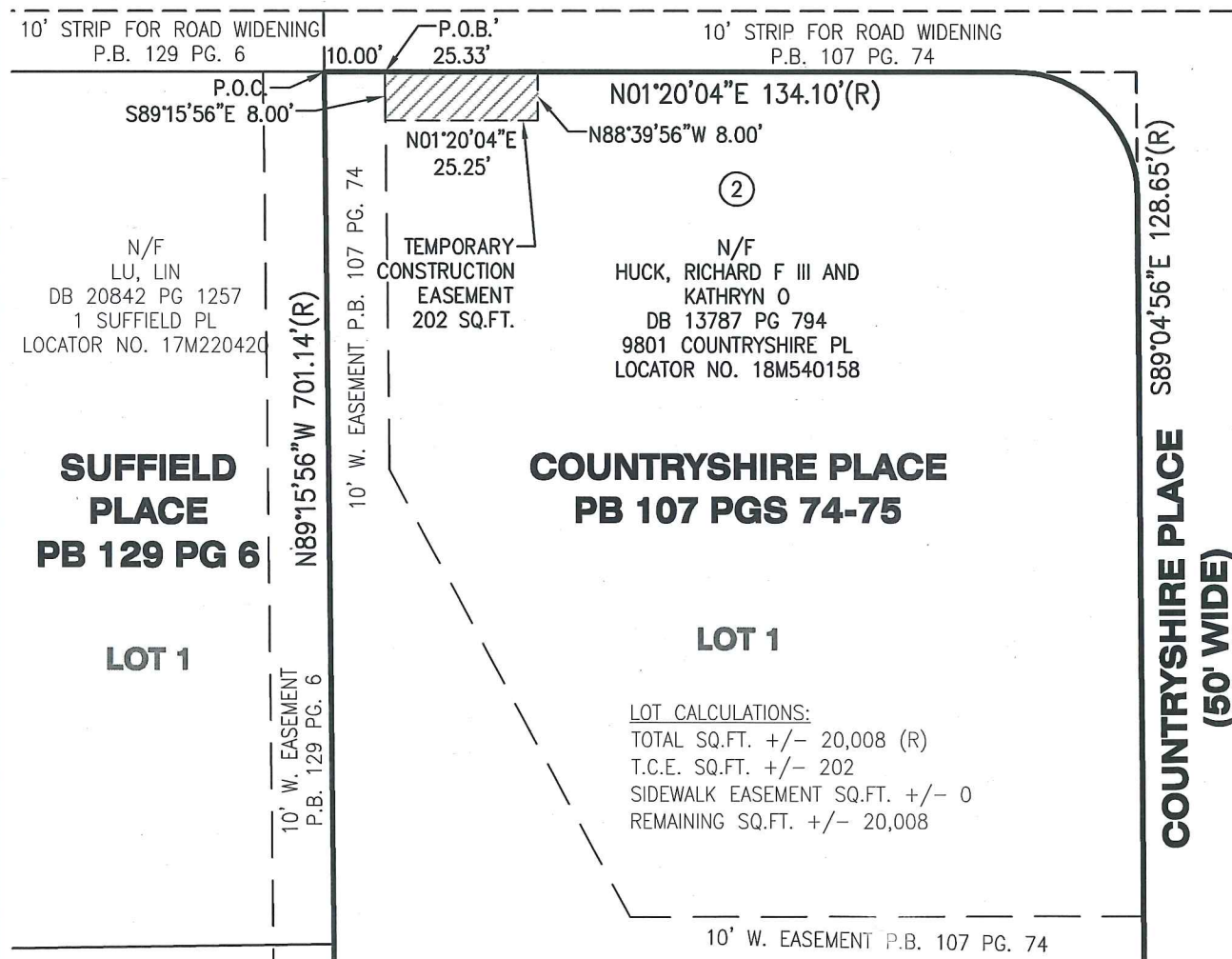


EXHIBIT "A"

PAGE 2 OF 2

INITIAL:

TEMPORARY CONSTRUCTION EASEMENT

PART OF LOT 1 OF COUNTRYSHIRE PLACE
PART OF SECTION 12, TOWNSHIP 45 NORTH, RANGE 5 EAST
CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI

DRAWN/CHECKED: HWW/SAB

JOB NO. 15-0086

cole®

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SUITE 200
ST. LOUIS, MO
63103
314.984.9887

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L.S. 266-D

01/09/2017

Swistall

HEATHER WELCH-WESTFALL, P.L.S.
MISSOURI LICENSE NO. PLS-2015000234



PERMANENT SIDEWALK EASEMENT

THIS INDENTURE made and entered into this ____ day of _____, 2017, between SAINT LOUIS COUNTRY DAY SCHOOL, 425 North Warson Road, Saint Louis, Missouri 63124, of the County of Saint Louis, State of Missouri (party of the first part), and the CITY OF CREVE COEUR, MISSOURI, 300 North New Ballas Road, Creve Coeur, Missouri 63141 (party of the second part).

WITNESSETH, that the said party of the first part, for and in consideration of the sum of one dollar and zero cents (\$1.00) paid by the said party of the second part, the receipt of which is hereby acknowledged, and for and in consideration of the benefits to be derived from the construction and maintenance of a sidewalk facility in the following described premises, does by these presents, grant unto the party of the second part a perpetual easement to use, repair, maintain, and reconstruct a sidewalk and associated appurtenances as stated herein in, under, and upon the following described premises, situated in the County of Saint Louis and State of Missouri, and more fully described by the property description on and as indicated by  on the attached easement plat and description (Exhibit "A"), hereby made a part of this indenture.

SAID Permanent Sidewalk Easement is granted for the purpose of: making cuts, fills, and sloping embankment; using, maintaining, repairing, and reconstructing sidewalk, accessible ramp, and other associated facilities; and future expansion or replacement of these facilities within the area of the easement, and providing working room and implementing any necessary construction methods.

TO HAVE AND TO HOLD said easement unto the City of Creve Coeur, Missouri, and to its assigns and successors.

The party of the first part does hereby covenant to the City of Creve Coeur, Missouri, that it is lawfully seized and possessed of the real estate above described and that it has a good and lawful right to convey it, or any part thereof, that it is free from all encumbrances, and that it shall forever warrant and defend this easement against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said parties have executed these presents the day and year first above written.

SAINT LOUIS COUNTRY DAY SCHOOL

Name:

Title:

STATE OF MISSOURI,)
) SS.
 COUNTY OF SAINT LOUIS)

On this _____ day of _____, 2017, before me, a Notary Public, personally appeared _____, and being first duly sworn upon oath stated that said person is the _____ of SAINT LOUIS COUNTRY DAY SCHOOL, and that said person signed the foregoing document as _____ of SAINT LOUIS COUNTRY DAY SCHOOL, and SAINT LOUIS COUNTRY DAY SCHOOL has entered into this Agreement as its free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year above-written.

 Notary Public

My commission expires:

CITY OF CREVE COEUR, MISSOURI

By: _____
 Print Name: Mark Perkins
 Title: City Administrator

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

On this _____ day of _____, 2017, before me, a Notary Public, personally appeared Mark Perkins, and being first duly sworn upon oath stated that said person is the City Administrator of the City of Creve Coeur, Missouri, and that said person signed the foregoing document as City Administrator of the City of Creve Coeur, Missouri and the City of Creve Coeur has entered into this Agreement as its free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year above-written.

 Notary Public

My commission expires:

PERMANENT SIDEWALK EASEMENT DESCRIPTION:

WARSON ROAD IMPROVEMENT PROJECT STP-5526 (640)

PARCEL NO. 3

ADDRESS: 425 WARSON RD

A TRACT OF LAND BEING PART OF BOUNDARY ADJUSTMENT PLAT OF MARY INSTITUTE AND ST. LOUIS COUNTRY DAY SCHOOL, A SUBDIVISION ACCORDING TO PLAT BOOK 318 PAGE 10 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS, SITUATED IN SECTION 12, TOWNSHIP 45 NORTH, RANGE 5 EAST, CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID BOUNDARY ADJUSTMENT PLAT OF MARY INSTITUTE AND ST. LOUIS COUNTRY DAY SCHOOL WITH THE WEST RIGHT OF WAY LINE OF WARSON ROAD, VARIABLE WIDTH;

THENCE ALONG SAID WEST RIGHT OF WAY LINE, SOUTH 01 DEGREES 20 MINUTES 04 SECONDS WEST, 65.59 FEET TO THE SOUTH LINE OF THE HEREINAFTER DESCRIBED TEMPORARY CONSTRUCTION EASEMENT;

THENCE ALONG SAID SOUTH LINE AND THE WEST LINES THE FOLLOWING COURSES AND DISTANCES: NORTH 88 DEGREES 39 MINUTES 56 SECONDS WEST, 4.96 FEET; AND NORTH 01 DEGREES 01 MINUTES 20 SECONDS EAST, 65.59 FEET TO THE NORTH LINE OF SAID BOUNDARY ADJUSTMENT PLAT OF MARY INSTITUTE AND ST. LOUIS COUNTRY DAY SCHOOL;

THENCE ALONG SAID NORTH LINE, SOUTH 89 DEGREES 04 MINUTES 56 SECONDS EAST, 5.31 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINS 337 SQUARE FEET AND IS BASED ON A SURVEY STRIP MAP PROVIDED TO COLE & ASSOCIATES, INC. BY ABNA (PROJECT NO. 15-6163) DATED 12/31/2016 FOR THE CITY OF CREVE COEUR WARSON ROAD IMPROVEMENT PROJECT STP-5526 (640) AND DESIGN AND CALCULATIONS PERFORMED BY COLE & ASSOCIATES, INC. DURING THE MONTH OF NOVEMBER 2016 AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND CONDITIONS OF RECORD, IF ANY.

EXHIBIT "A"

PAGE 1 OF 2

INITIAL: _____

PERMANENT SIDEWALK EASEMENT

BOUNDARY ADJUSTMENT PLAT OF MARY INSTITUTE AND ST. LOUIS COUNTRY DAY SCHOOL
 PART OF SECTION 12, TOWNSHIP 45 NORTH, RANGE 5 EAST
 CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI

DRAWN/CHECKED: HWW/SAB

JOB NO. 15-0086

cole

401 S. 18TH ST.
 SUITE 200
 ST. LOUIS, MO
 63103
 314.984.9887

CIVIL ENGINEERING / SURVEYING / PLANNING / LANDSCAPE ARCHITECTURE
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COLE & ASSOCIATES, INC.
 L.S. 266-D

12/20/2016

H Westfall

HEATHER WELCH-WESTFALL, P.L.S.
 MISSOURI LICENSE NO. PLS-2015000234

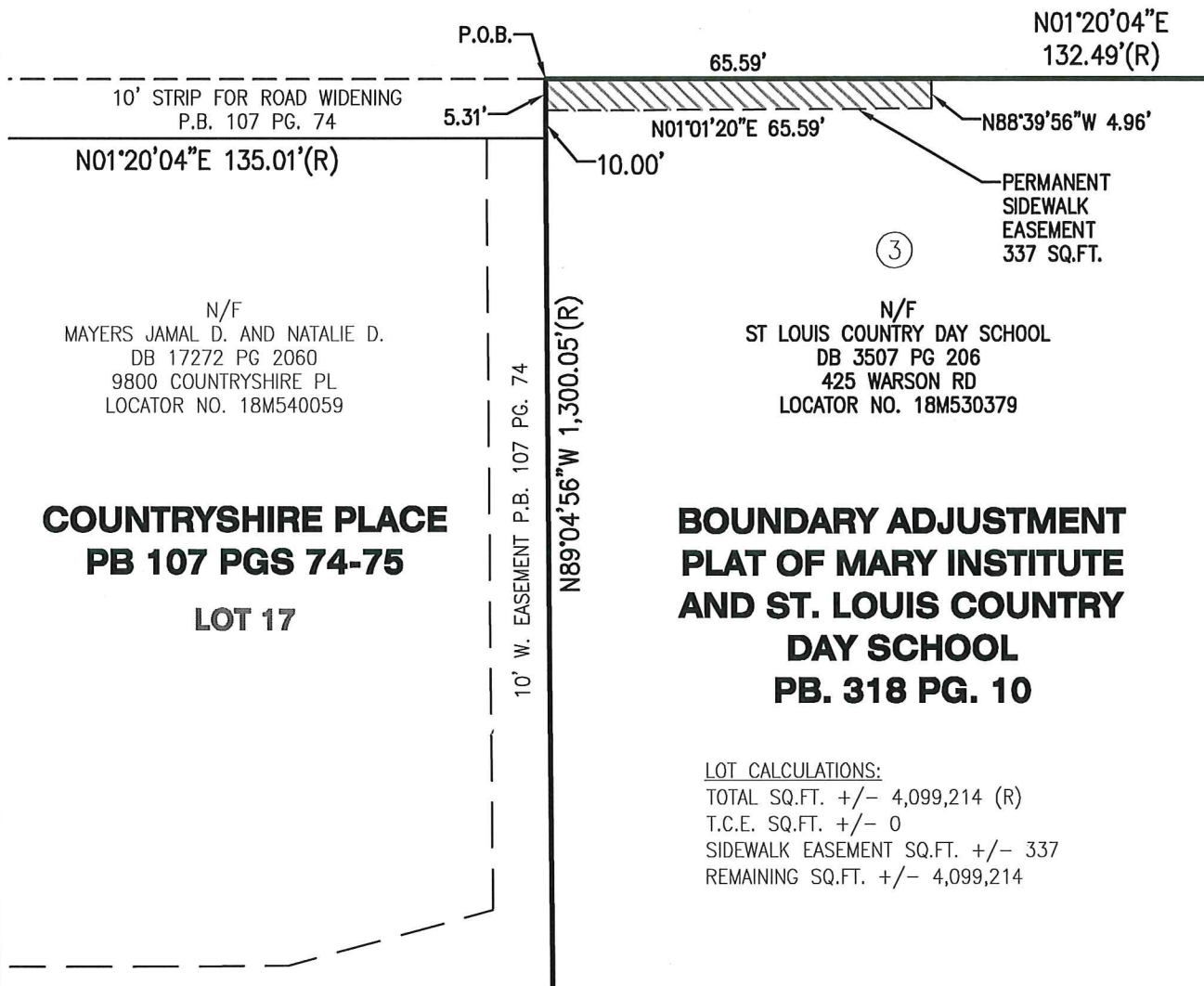


SCALE: 1" = 30'



NOTE: RIGHT OF WAY OF WARSON ROAD AND ADJACENT PROPERTY LINES AS SHOWN HEREON ARE BASED ON A SURVEY STRIP MAP PROVIDED TO COLE & ASSOCIATES, INC. BY ABNA (PROJECT NO. 15-6163) DATED 12/31/2015 FOR THE CITY OF CREVE COEUR WARSON ROAD IMPROVEMENT PROJECT STP-5526 (640)

WARSON ROAD (VARIABLE WIDTH)



LOT CALCULATIONS:

TOTAL SQ.FT. +/- 4,099,214 (R)

T.C.E. SQ.FT. +/- 0

SIDEWALK EASEMENT SQ.FT. +/- 337

REMAINING SQ.FT. +/- 4,099,214

EXHIBIT "A"

PAGE 2 OF 2

INITIAL: _____

PERMANENT SIDEWALK EASEMENT

BOUNDARY ADJUSTMENT PLAT OF MARY INSTITUTE AND ST. LOUIS COUNTRY DAY SCHOOL
 PART OF SECTION 12, TOWNSHIP 45 NORTH, RANGE 5 EAST
 CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI

DRAWN/CHECKED: HWW/SABJOB NO. 15-0086

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COLE & ASSOCIATES, INC.
 L.S. 266-D

12/20/2016

Heather Welch-Westfall

HEATHER WELCH-WESTFALL, P.L.S.
 MISSOURI LICENSE NO. PLS-2015000234



USER: Microsoft Bing TAB: C1.0 COVER SHEET
DATE: November 3, 2016 - 4:37:39 PM
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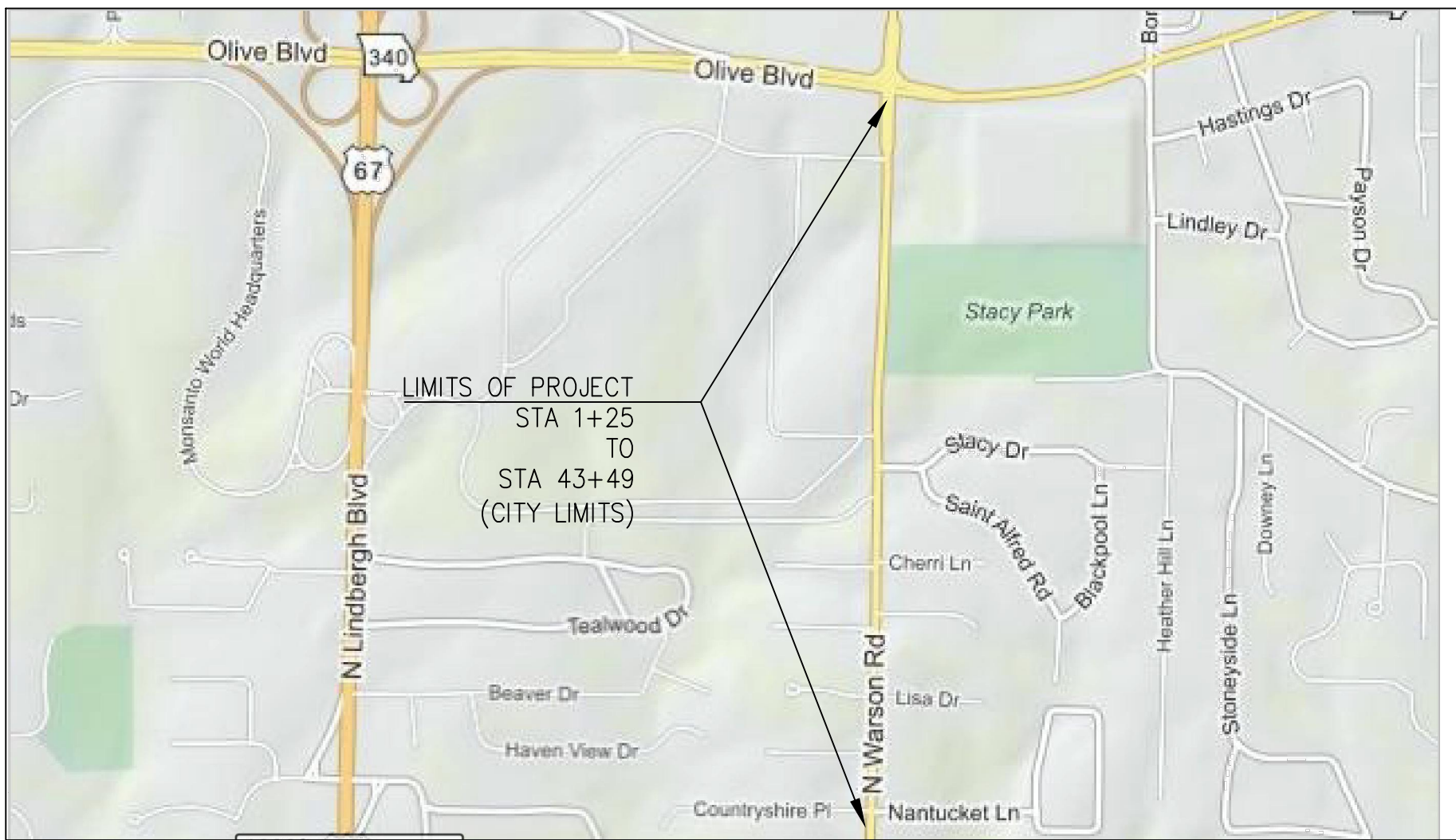
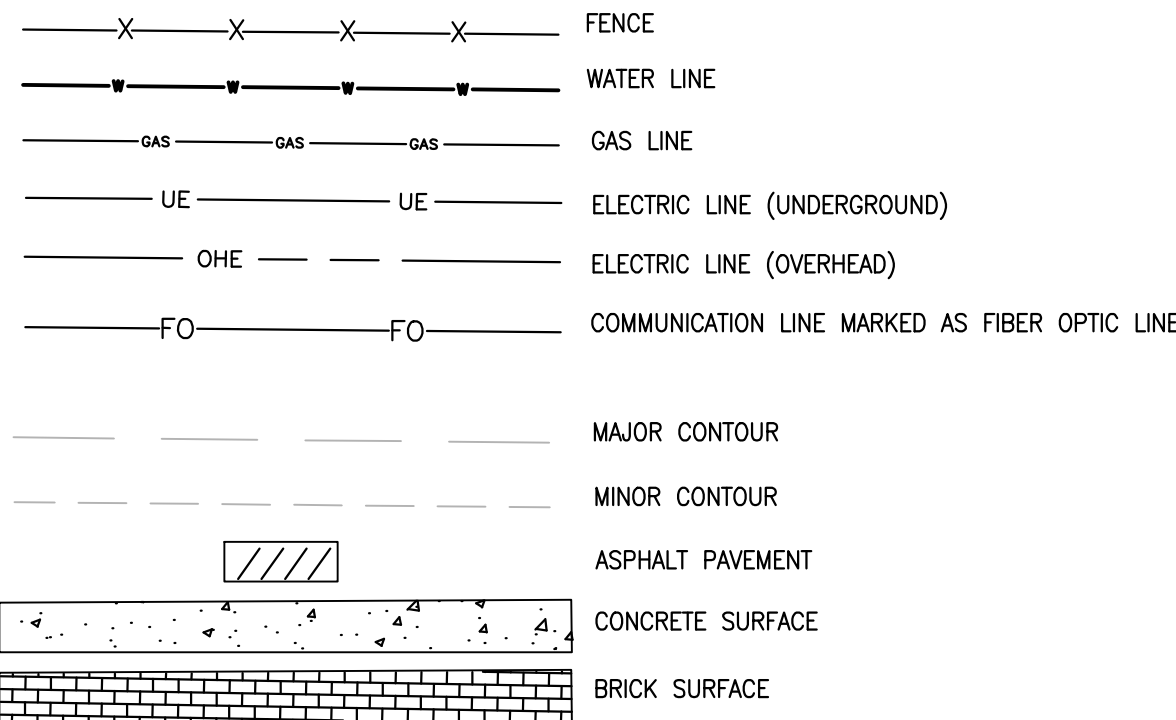
WARSON ROAD IMPROVEMENT PROJECT

STP-5526(640)

(SOUTH OF COUNTRYSHIRE PLACE TO OLIVE BLVD)

SITE IMPROVEMENT PLANS

LEGEND



LOCATION MAP

N.T.S.

UTILITIES

SEWER SERVICE	=	METROPOLITAN ST. LOUIS SEWER DISTRICT 2350 MARKET ST. ST. LOUIS, MO 63103 PH. (314) 768-6272	GAS SERVICE	=	LACLEDE GAS COMPANY 720 OLIVE ST. ST. LOUIS, MO. 63101 PH. (314) 342-0690
FIRE DISTRICT	=	CREVE COEUR FIRE DEPARTMENT 11221 OLIVE BLVD. CREVE COEUR, MISSOURI 63141 CONTACT: FIRE MARSHAL JASON MCINTOSH PH. (314) 432-5570	ELECTRIC SERVICE	=	AMEREN-UE ELECTRIC COMPANY DORSETT DISTRICT 12121 DORSETT RD. MARYLAND HEIGHTS, MO 63043 CONTACT: ROBERT SCHNELL PH. (314) 344-9575
WATER SERVICE	=	MISSOURI AMERICAN WATER COMPANY (WEST) DISTRICT 1050 RESEARCH BLVD. ST. LOUIS, MO 63132 CONTACT: GINA MYERS PH. (314) 996-2465	PHONE SERVICE	=	AT&T 12930 OLIVE ST. ST. LOUIS, MO 63141 PH. (314) 275-0025
CABLE SERVICE	=	CHARTER COMMUNICATIONS 815 CHARTER COMMONS TOWN & COUNTRY, MO 63107 CONTACT: LARRY SAFIR PH. (636) 220-2174			

ABBREVIATIONS

AI	AREA INLET	L	LENGTH	R	RADIUS
AGGR	AGGREGATE	LP	LOW POINT	R/W	RIGHT OF WAY
ATG	ADJUST TO GRADE	LS	LUMP SUM	RCP	REINFORCE CONCRETE PIPE
BOC	BACK OF CURB	LT	LEFT	RT	RIGHT
C&G	CURB & GUTTER	MAX	MAXIMUM	SHLDR	SHOULDER
CI	CURB INLET	MH	MANHOLE	SSD	STOPPING SIGHT DISTANCE
CL	CENTER LINE	MIN	MINIMUM	STA	STATION
CMP	CORRUGATED METAL PIPE	N/F	NOW OR FORMERLY	SDWK	SIDEWALK
CONC	CONCRETE	NR-PCCP	NON-REINFORCED PORTLAND CEMENT CONCRETE PAVEMENT	T	TANGENT LENGTH
CONST	CONSTRUCTION	NTS	NOT TO SCALE	TBA&F	TO BE ABANDONED & FILLED
D	DEGREE OF CURVE	PC	POINT OF CURVE	TBR	TO BE REMOVED
Δ	INTERIOR ANGLE	PCC	POINT OF COMPOUND CURVE	TBR&R	TO BE REMOVED & REPLACED
DCI	DOUBLE CURB INLET	PDE	PERMANENT DRAINAGE EASEMENT	TBR&REL	TO BE REMOVED & RELOCATED
DND	DO NOT DISTURB	PG	PROFILE GRADE	TEMP	TO BE REMOVED & RELOCATED BY OTHERS
ELEV	ELEVATION	PL	PROPERTY LINE	TSCL	TEMPORARY SLOPE CONSTRUCTION LICENSE
EXIST	EXISTING	PR	PROPOSED	TYP	TYPICAL
FBD	FIRE HYDRANT	PT	POINT OF TANGENT	UIP	USE IN PLACE
FES	FLAT BOTTOM DITCH	PVC	POINT OF VERTICAL CURVE	ULT	ULTIMATE
FH	FLARED END SECTION	PVI	POINT OF VERTICAL INTERSECTION	VERT	VERTICAL
FL	FLOWLINE	PWT	PAVEMENT	W	WIDE
HORIZ	HORIZONTAL	PVT	POINT OF VERTICAL TANGENT	VC	VERTICAL CURVE
HP	HIGH POINT	Q	FLOW		
K	RATE OF VERTICAL CURVATURE				

INDEX

REVISIONS

		1	2	3	4	5	6	7	8	9
C1.0	COVER SHEET									
C2.0	TYPICAL SECTIONS									
C2.1	SUMMARY OF QUANTITIES									
C2.2	SUMMARY OF QUANTITIES									
C3.0	PLAN SHEET									
C3.1	PLAN SHEET									
C3.2	PLAN SHEET									
C4.0	CURB RAMP DETAIL									
C4.1	CURB RAMP DETAIL									
C4.2	CURB RAMP DETAIL									
C4.3	CURB RAMP DETAIL									
C5.0	TRAFFIC CONTROL PLAN									
C6.0	PAVEMENT STRIPING									
C6.1	PAVEMENT STRIPING									
C6.2	PAVEMENT STRIPING									
C6.3	PAVEMENT STRIPING									
C7.0	DETAILS									
C7.1	DETAILS									
C8.0	LANDSCAPE PLAN									
C8.1	LANDSCAPE PLAN									
C9.1	EASEMENTS									
C9.2	EASEMENTS									
C9.3	EASEMENTS									

Shaded plan sheets are not included in this set, but these can be provided if necessary.

PERTINENT DATA

WUNNENBERG'S = PG. 24 GRID S-18
WATERSHED = RIVER DES PERES
FEMA MAP PANEL = 29183C0267 E AND 29189C0192 K,
EFFECTIVE DATE OF FEBRUARY 4, 2015

FLOOD ZONE: ZONE X

PROJECT LENGTH: 4224 FEET

BEGIN STATION: 1+25
END STATION: 43+49

DESIGN CRITERIA

DESCRIPTION	WARSON ROAD
FUNCTIONAL CLASSIFICATION	COLLECTOR
AVERAGE DAILY TRAFFIC (2005 DESIGN)	>1700
DESIGN SPEED (mph) (MIN)	35
GRADE (PERCENT) (MAX)	8%
GRADE (PERCENT) (MIN)	2%
STOPPING SIGHT DISTANCE (ft)	300'
SAG/CREST VERTICAL CURVE (K VALUE) (MIN)	SAG 29/CREST 49
MIN LENGTH OF VERTICAL CURVE (ft)	29'

APPROVED: _____
PUBLIC WORKS DIRECTOR

APPROVAL DATE: _____

UTILITY INFORMATION:

ALL UNDERGROUND UTILITIES SHOWN HAVE BEEN PLOTTED FROM AVAILABLE INFORMATION, AND THEREFORE, THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. THE VERIFICATION OF ALL UTILITIES SHOWN OR NOT SHOWN SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE LOCATED PRIOR TO ANY GRADING OR CONSTRUCTION OF IMPROVEMENTS.



CALL 1-800-DIG-RITE (MISSOURI ONE CALL) TO HAVE LOCATIONS MARKED IN THE FIELD (SUBSCRIBING UTILITIES REQUIRE 48 HOURS NOTICE PRIOR TO CONSTRUCTION).

SURVEY NOTES

- SEVERAL OF THE UTILITIES HAVE BEEN COVERED OVER WITH ASPHALT AND THEIR LOCATIONS SHOULD BE CONSIDERED APPROXIMATE.
- ALL UNDERGROUND UTILITIES AND STRUCTURES HAVE BEEN SHOWN BASED ON SURVEYED AND RECORD INFORMATION. THEIR EXACT LOCATION AND EXISTENCE MAY DIFFER FROM ACTUAL CONDITIONS. PRIOR TO CONSTRUCTION A DIGRITE- MISSOURI ONE CALL MUST BE MADE TO MARK LOCATIONS.
- COVER OF GAS LINE FROM AVAILABLE MAPS
- ELEVATION OF OVERHEAD UTILITIES NOT SHOWN

M.S.D. BENCHMARK

14-75 - "L" AT SW CORNER TOP STEP OF WEST ENTRANCE OF LUTHERAN CHURCH; 6' S & 4' E OF SW CORNER STONE EDIFICE; 115' N OF CENTERLINE OLIVE BLVD BETWEEN BONHOMME AND WARSON.

ELEVATION 720.94

PROJECT BENCHMARKS

TBM 1 - CUT "SQUARE" ON TOP OF CONC CURB ON W SIDE OF WARSON RD; 83'± FROM CENTERLINE OF ENTRANCE TO MCD'S CAMPUS, 12'± FROM CENTERLINE OF WARSON, 4'± FROM SIGN.

ELEVATION 637.97

TBM 2 - "L" ON TOP OF CONC CURB OF PARKING LOT AT SW CORNER IF RELJANCE BANK ON NE CORNER OF OLIVE AND WARSON; 72'± FROM CENTERLINE OLIVE BLVD, 71'± FROM CENTERLINE WARSON, 19'± FROM HYDRANT.

ELEVATION 717.91

MSD P-03030666-00 BASE MAP: 17M2, 17M3, 18M2

DESIGN/CALC BY	TDB/MGS
DRAWN BY	TDB/MGS
CHECKED BY	TDB
DRAWING SCALE	AS SHOWN
DATE	02/11/2016
Job Number	15-0086
Sheet Number	C1.0

DEVELOPER/OWNER
CITY OF CREVE COEUR
800 N. NEW BALLAS ROAD
CREVE COEUR, MISSOURI 63141
PHONE 636-442-2004

CITY OF CREVE COEUR
1500 S. Fifth Street
Suite 307
St. Charles, MO 63303
636.978.2508 ext

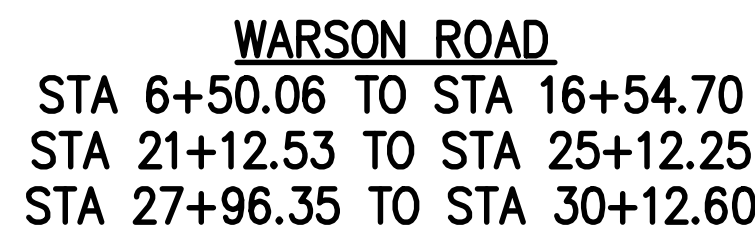
CIVIL ENGINEERS
PROFESSIONAL
ENGINEERING
CERTIFICATE
NUMBER
E-28812

THOMAS & BAKER
E NO: 28812
DATE: 11/9/16

WARSON ROAD
IMPROVEMENT PROJECT
STP-5526 (640)
CREVE COEUR, MISSOURI
COVER SHEET

+ ST. CHARLES
1500 S. Fifth Street
Suite 307
St. Charles, MO 63303
636.978.2508 ext

cole
CIVIL ENGINEERING / SURVEYING / PLANNING / LANDSCAPE ARCHITECTURE
Cole & Associates, Inc.



DEVELOPER/OWNER:



CITY OF CRETE
CITY OF CRETE, MO.
CRETE, MISSOURI 63441

SEAL, OFFICIAL USE ONLY

CITY OF CRETE COEUR

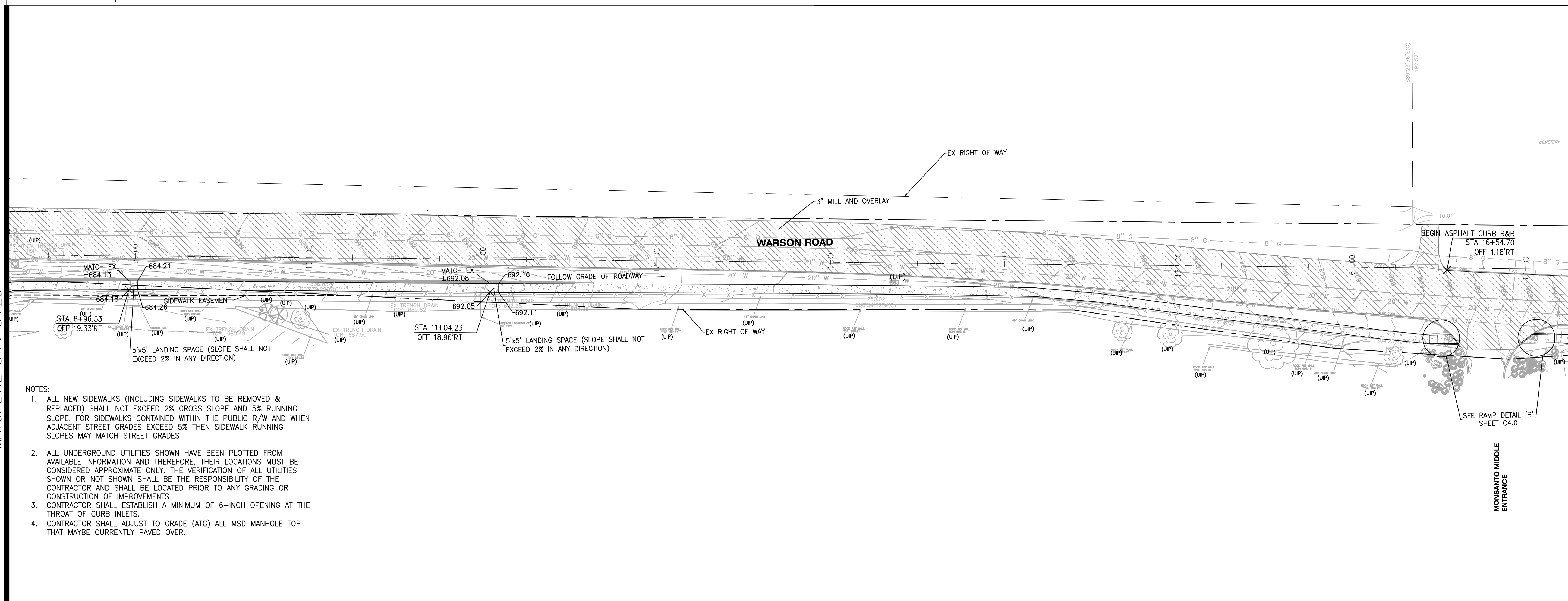
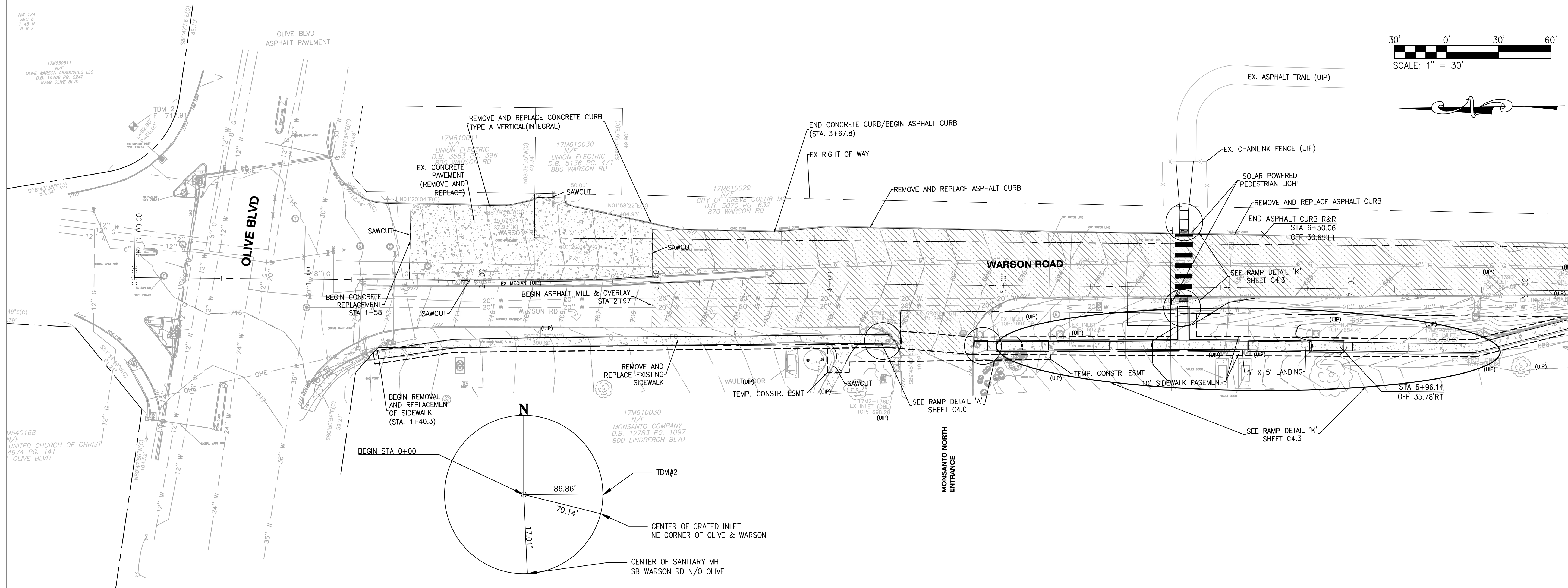
#300 N NEW BALLAS ROAD

CRETE COEUR, MISSOURI 63441

PHONE 636-442-2084

WARSON ROAD IMPROVEMENT PROJECT STP-5526 (640) GREVE COEUR, MISSOURI	TYPICAL SECTIONS
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DESIGN/CALC BY	TDB/MGS
DRAWN BY	TDB/MGS
CHECKED BY	TDB
DRAWING SCALE	AS SHOWN
DATE	02/11/2016
Job Number	
15-0086	
Sheet Number	
C2.0	



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DATE: November 3, 2016 - 4:40:53 PM
DRAWING: S:\JOBS\Jobs2015\15-0086\CADD\

MSD P-0030866-00 BASE MAP: 17M2, 17M3, 18M2

cole

+ ST. CHARLES
1520 S. Fifth Street
Suite 307
St. Charles, MO 63303
636.578.7508 tel

CIVIL ENGINEERING / SURVEYING / PLANNING / LANDSCAPE ARCHITECTURE
Cole & Associates, Inc.

**WARSON ROAD
IMPROVEMENT PROJECT**

STP-5526 (640)

CREVE COEUR, MISSOURI

PLAN SHEET

CIVIL ENGINEERS
CORPORATE
ENGINEERING
CERTIFICATE
#001165
[Signature]
TIMOTHY D. BAKER
CIVIL ENGINEER
E NO: 26812
DATE: 7/19/16

STATE OF MISSOURI
TIMOTHY
D. BAKER
NUMBER
E-26812
PROFESSIONAL ENGINEER

DEVELOPER/OWNER:
CITY OF CREVE COEUR
#800 N NEW BALLS ROAD
CREVE COEUR, MISSOURI 63141
PHONE 834-442-2084



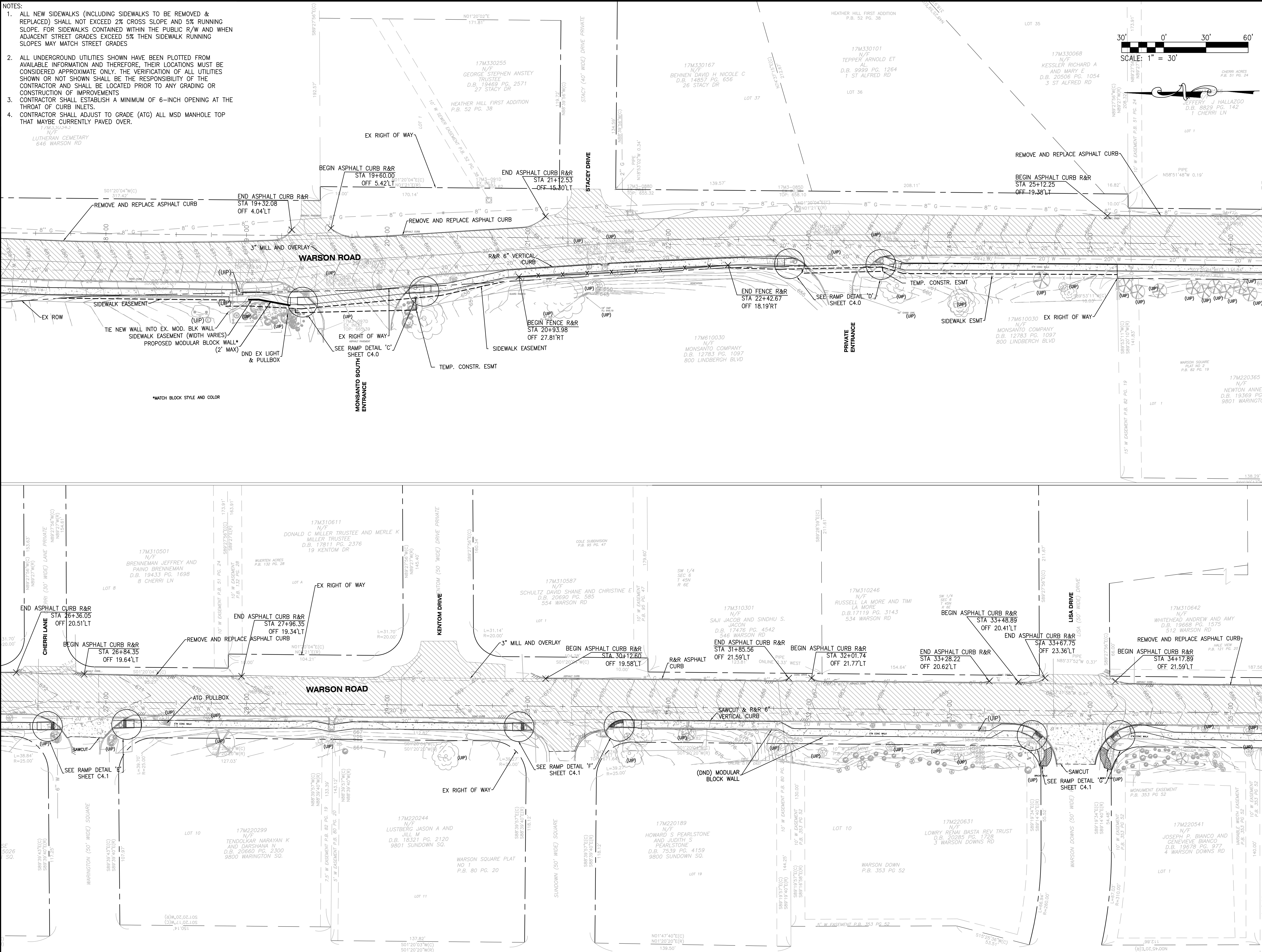
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MATCHLINE STA. 26+25

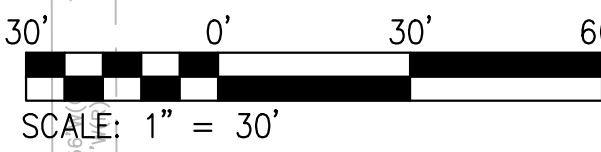
MATCHLINE STA. 17+25



MATCHLINE STA. 35+25

MATCHLINE STA. 26+25

- NOTES:
1. ALL NEW SIDEWALKS (INCLUDING SIDEWALKS TO BE REMOVED & REPLACED) SHALL NOT EXCEED 2% CROSS SLOPE AND 5% RUNNING SLOPE. FOR SIDEWALKS CONTAINED WITHIN THE PUBLIC R/W AND WHEN ADJACENT STREET GRADES EXCEED 5% THEN SIDEWALK RUNNING SLOPES MAY MATCH STREET GRADES
 2. ALL UNDERGROUND UTILITIES SHOWN HAVE BEEN PLOTTED FROM AVAILABLE INFORMATION AND THEREFORE, THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. THE VERIFICATION OF ALL UTILITIES SHOWN OR NOT SHOWN SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE LOCATED PRIOR TO ANY GRADING OR CONSTRUCTION OF IMPROVEMENTS
 3. CONTRACTOR SHALL ESTABLISH A MINIMUM OF 6-INCH OPENING AT THE THROAT OF CURB INLETS.
 4. CONTRACTOR SHALL ADJUST TO GRADE (ATG) ALL MSD MANHOLE TOP THAT MAYBE CURRENTLY PAVED OVER.



USD P-030866-00 BASE MAP: 17M2, 17M3, 18M2

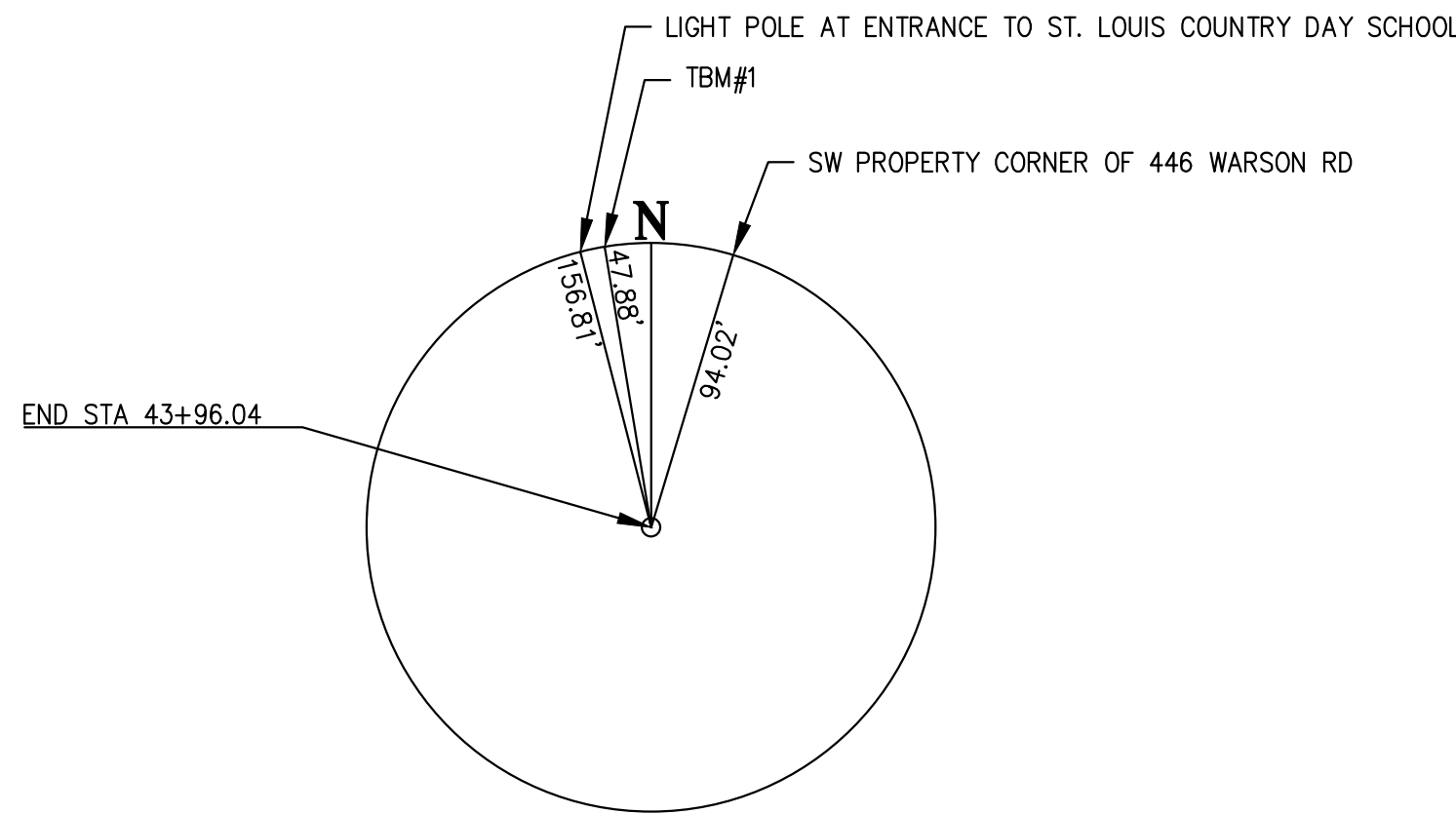
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DRAWN BY TDB/MGS
CHECKED BY TDB
DRAWING SCALE AS SHOWN
DATE 02/11/2016
Job Number 15-0086
Sheet Number C3.1

WARSON ROAD IMPROVEMENT PROJECT
STP-5526 (640)
CREVE COEUR, MISSOURI
PLAN SHEET

CITY OF CREVE COEUR
8300 N NEW BALLAS ROAD
CREVE COEUR, MISSOURI 63141
PHONE 834-442-2004

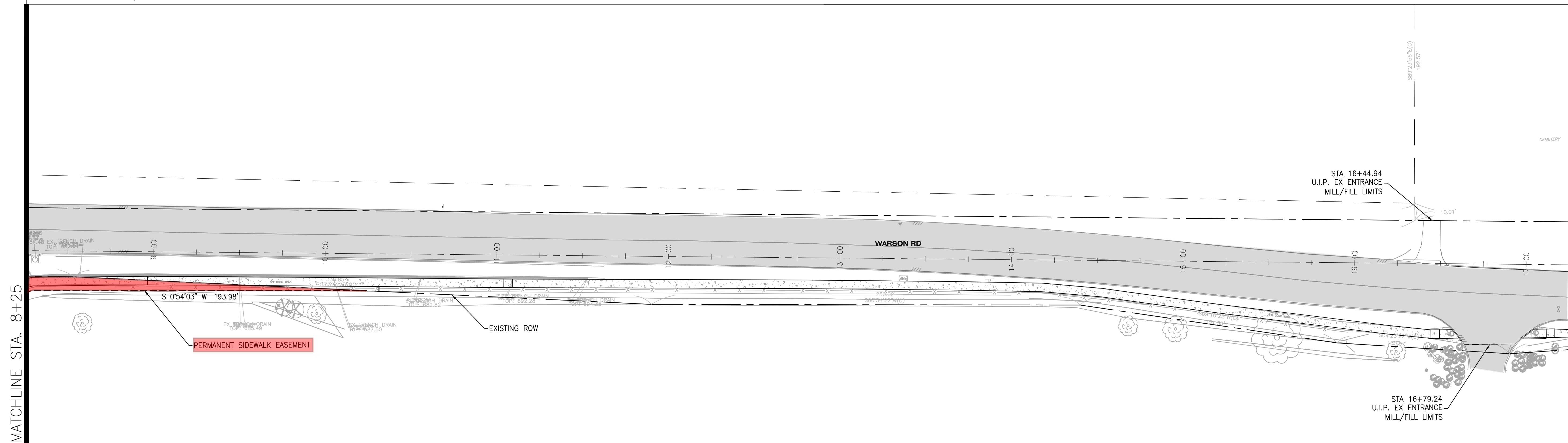
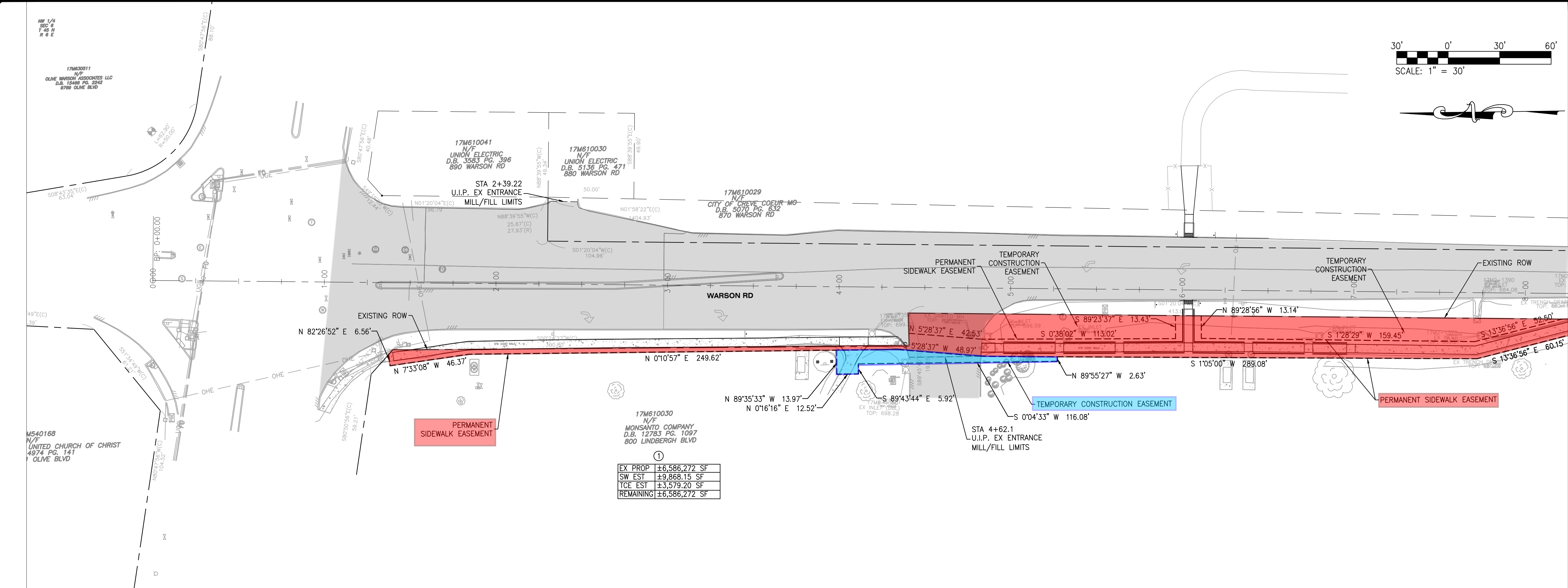
CIVIL ENGINEERS
CORPORATE
CERTIFICATE
TODOTHY D. BAKER
P.E. 128512
DATE: 11/18/16

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NOTES:

1. ALL NEW SIDEWALKS (INCLUDING SIDEWALKS TO BE REMOVED & REPLACED) SHALL NOT EXCEED 2% CROSS SLOPE AND 5% RUNNING SLOPE. FOR SIDEWALKS CONTAINED WITHIN THE PUBLIC R/W AND WHEN ADJACENT STREET GRADES EXCEED 5% THEN SIDEWALK RUNNING SLOPES MAY MATCH STREET GRADES
2. ALL UNDERGROUND UTILITIES SHOWN HAVE BEEN PLOTTED FROM AVAILABLE INFORMATION AND THEREFORE, THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. THE VERIFICATION OF ALL UTILITIES SHOWN, OR NOT SHOWN, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE LOCATED PRIOR TO ANY GRADING OR CONSTRUCTION OF IMPROVEMENTS
3. CONTRACTOR SHALL ESTABLISH A MINIMUM OF 6-INCH OPENING AT THE THROAT OF CURB INLETS.
4. CONTRACTOR SHALL ADJUST TO GRADE (AT&G) ALL MSD MANHOLE TOP THAT MAYBE CURRENTLY PAVED OVER.



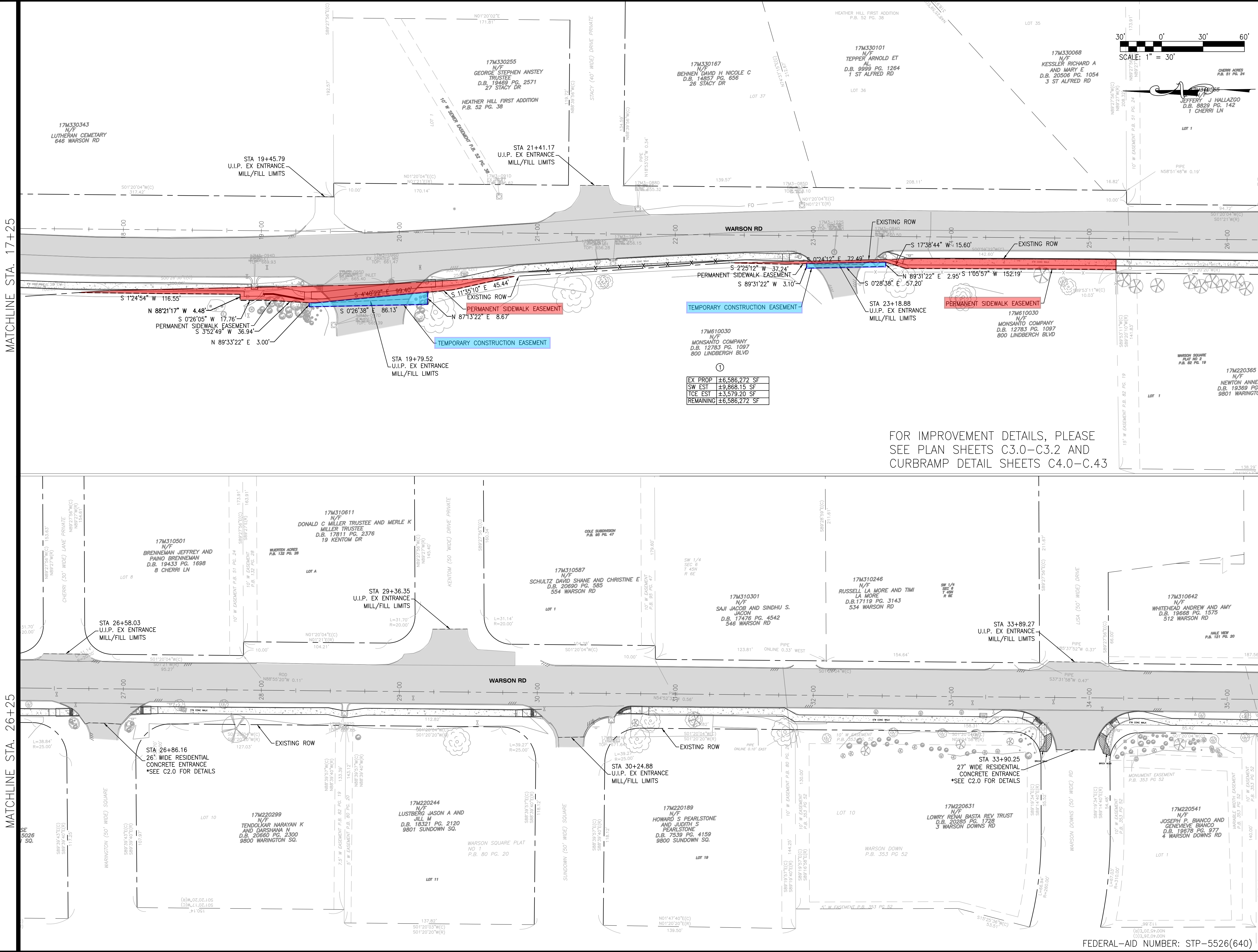
FOR IMPROVEMENT DETAILS, PLEASE
SEE PLAN SHEETS C3.0-C3.2 AND
CURBRAMP DETAIL SHEETS C4.0-C4.3

FEDERAL-AID NUMBER: STP-5526(640)

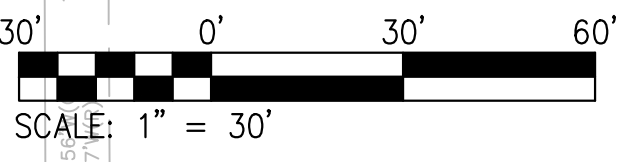
MATCHLINE STA. 8+25

MATCHLINE STA. 17+25

MSD P-0030866-00 BASE MAP: 17M2, 17M3, 18M2	+ ST. CHARLES 1500 S. Fifth Street Suite 307 St. Charles, MO 63303 636.978.2507 fax		WARSON ROAD IMPROVEMENT PROJECT STP-5526 (640) CREVE COEUR, MISSOURI		EASEMENTS	
	Cole CIVIL ENGINEERING / SURVEYING / PLANNING / LANDSCAPE ARCHITECTURE Cole & Associates, Inc.		DESIGN/CALC BY TDB/MCS DRAWN BY TDB/MCS CHECKED BY TDB DRAWING SCALE AS SHOWN DATE 02/11/2016			
Job Number 15-0086		Sheet Number C9.1				



FOR IMPROVEMENT DETAILS, PLEASE
SEE PLAN SHEETS C3.0-C3.2 AND
CURBRAMP DETAIL SHEETS C4.0-C.43



MATCHLINE STA. 26+25

MATCHLINE STA. 35+25

USD P-030866-00

BASE MAP: 17M2, 17M3, 18M2

DESIGN/CALC BY
TDB/MGS

DRAWN BY
TDB/MGS

CHECKED BY
TDB

DRAWING SCALE
AS SHOWN

DATE
02/11/2016

Job Number
15-0086

Sheet Number
C9.2

WARSON ROAD
IMPROVEMENT PROJECT
STP-5526 (640)
CREVE COEUR, MISSOURI
EASEMENTS

ST. CHARLES
1520 S. Fifth Street
Suite 307
St. Charles, MO 63303
636.978.7508 tel
636.978.7508 fax

cole
CIVIL ENGINEERING / SURVEYING / PLANNING / LANDSCAPE ARCHITECTURE
COLE & ASSOCIATES, INC.

DESIGNER/OWNER:
CITY OF CREVE COEUR
4300 N NEW BALLAS ROAD
CREVE COEUR, MISSOURI 63141
PHONE 834-442-2044

CIVIL ENGINEERS
CORPORATE
LICENSE NO. 00000191
TIMOTHY E. BAKER
D.B. 19852
PROFESSIONAL
STAMP

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DATE: 11/18/16

Sheet Pg. 83



FEDERAL-AID NUMBER: STP-5526(640)

CIVIL ENGINEERS
CORPORATE
ENGINEERING
CERTIFICATE
#001455
Timothy D. Baker
TIMOTHY D. BAKER
CHAIR ENGINEER
E NO. 26812
DATE: 7/19/16

STATE OF MISSOURI
TIMOTHY
D. BAKER
NUMBER
E-26812
PROFESSIONAL ENGINEER



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

Meeting: 02/13/17 07:00 PM
Department: Planning and Zoning Commission
Category: Ordinance
Prepared By: Whitney Kelly
Department Head: Jason Jaggi

SCHEDULED

ORDINANCE

Bill No. 5640 - an Ordinance Authorizing the Issuance of a New Conditional Use Permit for a 1,845 Square-Foot Eating and Drinking Establishment, Symbowl, Located at 11623 Olive Boulevard, Unit 1 Within the Cityplace Mixed-Use/Retail Development. First Reading

Peter Conant, of Conant Design Architect, on behalf of Greg Owens, of Symbowl Creve Coeur, has submitted an application for a new conditional use permit for a 1, 845 sq. ft., limited service restaurant (NAICS 722513) with 46 indoor seats, at 11623 Olive Boulevard, Unit 1 within the CityPlace Retail Center, in a portion of the former FedEx tenant space. The subject property is zoned CB, Core Business District. All limited-service restaurants (NAICS 722513) are permitted as a conditional use with review and approval by the City Council upon the recommendation of the Planning and Zoning Commission.

Ordinance

Meeting of February 13, 2017

BILL NO. 5640

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF A NEW CONDITIONAL USE PERMIT FOR A 1,845 SQUARE-FOOT EATING AND DRINKING ESTABLISHMENT, SYMBOWL, LOCATED AT 11623 OLIVE BOULEVARD, UNIT 1 WITHIN THE CITYPLACE MIXED-USE/RETAIL DEVELOPMENT

WHEREAS, under Section 405.370(C), all eating and drinking places in the “CB”, Core Business zoning district require the issuance of a conditional use permit as provided in Section 405.1070, Conditional Use Permits; and

WHEREAS, an application was submitted by Peter Conant, of Conant Design Architect, on behalf of Greg Owens, of Symbowl Creve Coeur, for a new conditional use permit for a 1, 845 sq. ft., limited service restaurant (NAICS 722513) with 46 indoor seats, at 11623 Olive Boulevard, Unit 1 within the CityPlace Retail Center, in a portion of the former FedEx tenant space; and

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Monday, February 6, 2017, 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 February 6, 2017; 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. 5640

ORDINANCE NO. _____

Section 1: A Conditional Use Permit is authorized to be issued pursuant to Section 3 hereof for the operation of a restaurant located at 11623 Olive Boulevard, Unit 1, in the "CB" Core Business zoning district, within the CityPlace Retail Development, whose legal description is as follows:

Unit 1 of Cityplace Condominium, a Retail Center Condominium, according to the plat thereof recorded in the Plat Book 274 page 48 of the St. Louis County, Missouri Records, together with the undivided share of the common elements appurtenant thereto, all according to and more particularly described in the Declaration of Condominium and By-Laws recorded in Book 8297 page 734 and subsequent amendments recorded in Book 8314 page 437, Book 8735 page 285, Book 8735 page 298, and Book 13451 page 182.

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

1. The Conditional Use Permit shall be for the operation of a 1,845 square foot eating and drinking establishment at 11623 Olive Boulevard, Unit 1.
2. Maximum seating permitted is limited to 46 indoor seats. The Zoning Administrator may authorize additional outdoor seating, based up review of an outdoor seating plan to ensure all relevant Zoning and Building Codes are adequately addressed.
3. Hours of operation shall be 11:00 a.m. to 10:00 p.m., Monday through Saturday, and 11:00 a.m. to 9:00 p.m. Sunday. Additional business hours may be permitted with the Zoning Administrator's approval including, but not limited to, the catering of special events.
4. Employee parking, delivery and company vehicles shall be parked behind the complex within the service area or structured parking deck in conformance with the CityPlace management's operational requirements.
5. Outdoor speakers may be used in the patio area only and shall not produce any sound exceeding 60dB at a straight-line distance of 100 feet or greater.
6. All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code, and in substantial compliance with the CityPlace Master Sign Plan as provided by Ordinance No. 5386.
7. The restaurant shall use a tempered makeup air system. Such system shall be regularly cleaned and maintained in order to reduce cooking smells.
8. Any mechanical equipment installed for the site shall be properly screened with approved materials.
9. 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.
10. 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.
11. 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.

BILL NO. 5640

ORDINANCE NO. _____

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

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

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

ADOPTED THIS ____ DAY OF _____, 2017.

ELLEN LAWRENCE
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2017.

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 #17-006 FOR A CONDITIONAL USE PERMIT FOR A SYMBOLL RESTAURANT WITHIN CITYPLACE RETAIL AT 11623 OLIVE BOULEVARD, UNIT 1

FOR THE MEETING OF: Monday, February 6, 2017.

LOCATION: 11623 Olive Boulevard, Unit 1, within CityPlace Retail development.

REQUEST: Peter Conant, of Conant Design Architect, on behalf of Greg Owens, of Symbol Creve Coeur, has submitted an application for a new conditional use permit for a 1, 845 sq. ft., limited service restaurant (NAICS 722513) with 46 indoor seats, at 11623 Olive Boulevard, Unit 1 within the CityPlace Retail Center, in a portion of the former FedEx tenant space.

ADDITIONAL INFORMATION: The subject property is zoned CB, Core Business District. All limited-service restaurants (NAICS 722513) are permitted as a conditional use with review and approval by the City Council upon the recommendation of the Planning and Zoning Commission. The Applicant is not pursuing any changes to the exterior of the building or site. Staff has included a condition of approval that the addition of outdoor seating maybe reviewed and approved at Staff level, with review of a site plan for Building Code compliance and all applicable Zoning Code review, without the need to amend the ordinance.

Key Issues:

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

Comp. Plan References

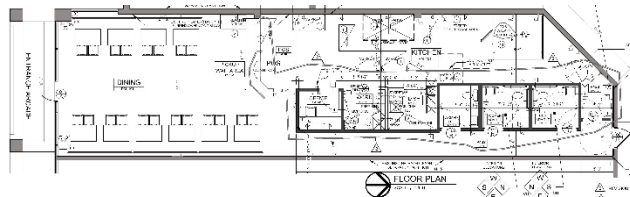
- Central Business District

Zoning Code References

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

APPLICANTS: Greg Owens
 Symbol Creve Coeur
 1126 Bopp Rd.
 St. Louis, MO 63131

APPLICANT'S REPRESENTATIVE: Peter Conant
 Conant Design Architect
 1325 Warson Place
 St. Louis, MO 63119



REPORT PREPARED BY: Whitney Kelly, AICP, City Planner

DATE: 1/31/2017

ATTACHMENTS: Applicant's Materials received January 6, 2017 and revised floorplan received January 31, 2017
 Draft Ordinance

LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

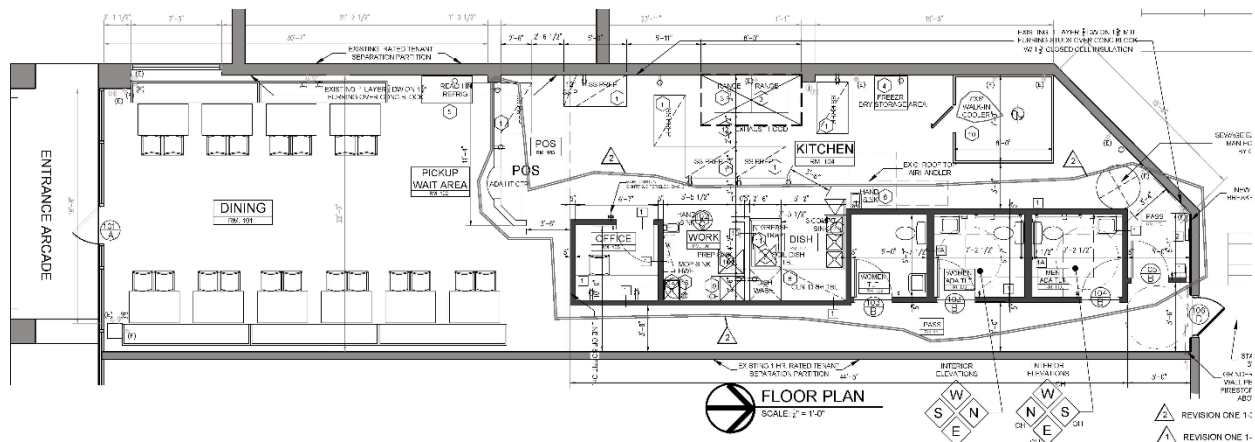
DIRECTION	USE	ZONED	SEPARATED BY
North	Office Buildings	"CB" Core Business	N/A
South	Retail	"CB" Core Business	Olive Boulevard
East	Retail	"CB" Core Business	City Place Drive
West	Retail	"CB" Core Business	NA

COMPREHENSIVE PLAN REVIEW

The subject property is located within the Central Business District that encourages a mix of uses, including retail, residential, government, and park uses. The Applicant will be filling a portion of a vacant tenant space within the CityPlace Retail Center. Therefore, the request meets with the Goals and Objectives of the Comprehensive Plan, in as much as this project can provide.

ZONING REVIEW

Restaurants are permitted with conditions in all commercial zoning districts within the city, and the applicant is leasing an existing tenant space within the CityPlace Retail/Mixed-Use Development that includes a mixture of retail and second floor offices. No changes to the exterior of the building or site have been requested. At this time, the Applicant is proposing a maximum of 46 indoor seats.



Use Intensity:

Section 405.470(14)(b) limits food services and drinking places to no more than 40% of the building square footage collectively in the "CB", "PO", "PC" and "LI" Districts for properties that are less than two acres. The CityPlace Mixed-Use/Retail site is 4.29 acres, thus the limit on restaurant square footage within the building does not apply.

Parking:

In November of 2009, the owners of CityPlace entered into a campus-wide comprehensive reciprocal easement agreement (REA) providing for shared parking amongst all CityPlace subdivided parcels. The Retail/Mixed Use complex parking is provided through the operational requirements where all tenants within the retail/mixed use complex require employees to park behind the complex where there are three structured parking facilities within 100 feet, easily

accessible to employees and patrons, where no less than 62 available spaces are designated for the retail use. The parking decks for CityPlace 1 (West) and CityPlace 3 have a combined 918 parking spaces, and the parking deck for CityPlace 1 (East) holds an additional 447 parking spaces.

Parking regulations for restaurants are discussed under Section 405.820(F)(5) Required Off-Street Parking Spaces: One (1) parking space per every three (3) seats of maximum occupancy recorded under the conditional use permit plus one (1) parking space per every two hundred fifty (250) square feet of total building floor area plus one (1) parking space per each eight (8) seats in an outdoor seating area. Based on this, the required parking for Symbowl Restaurant is 23 parking spaces. The surface lot in front of the retail development provides for 281 parking spaces for the retail customers and there are the 62 spaces available in the parking garages under the REA. Also, delivery and company vehicles of the Retail/Mixed Use development are required to park behind the complex within the parking decks.

As discussed in prior applications within this center, it is anticipated that many of the lunch time patrons would be employees of the offices within the CityPlace complex, and parking for those individuals are accounted for within the REA. The complex nature of the shared parking dynamic makes it difficult to account for each tenant's parking allotment, but the significant quantity of parking and Staff observations of the site indicate that there should not be a problem created by this tenant.

Should the Applicant wish to add additional outdoor dining, Staff has included a condition of approval that the Zoning Administrator would have the ability to authorize such additional seating without the need to revise the Ordinance, based up review of an outdoor seating plan to ensure adequate pedestrian access is provided, and all other Zoning Code and Building Code requirements are met.

RECOMMENDATION

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

1. The Conditional Use Permit shall be for the operation of a 1,845 square foot eating and drinking establishment at 11623 Olive Boulevard, Unit 1.
2. Maximum seating permitted is limited to 46 indoor seats. The Zoning Administrator may authorize additional outdoor seating, based up review of an outdoor seating plan to ensure all relevant Zoning and Building Codes are adequately addressed.
3. Hours of operation shall be 11:00 a.m. to 10:00 p.m., Monday through Saturday, and 11:00 a.m. to 9:00 p.m. Sunday. Additional business hours may be permitted with the Zoning Administrator's approval including, but not limited to, the catering of special events.
4. Employee parking, delivery and company vehicles shall be parked behind the complex within the service area or structured parking deck in conformance with the CityPlace management's operational requirements.
5. Outdoor speakers may be used in the patio area only and shall not produce any sound exceeding 60dB at a straight-line distance of 100 feet or greater.

6. All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code, and in substantial compliance with the CityPlace Master Sign Plan as provided by Ordinance No. 5386.

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 #17-006 for a Conditional Use Permit for an eating and drinking establishment for Symbowl Creve Coeur located at 11623 Olive Boulevard, Unit 1 subject to the conditions contained in the draft ordinance attached to the staff report dated February 6, 2017” (conditions may be added, eliminated, or modified by preceding motion).

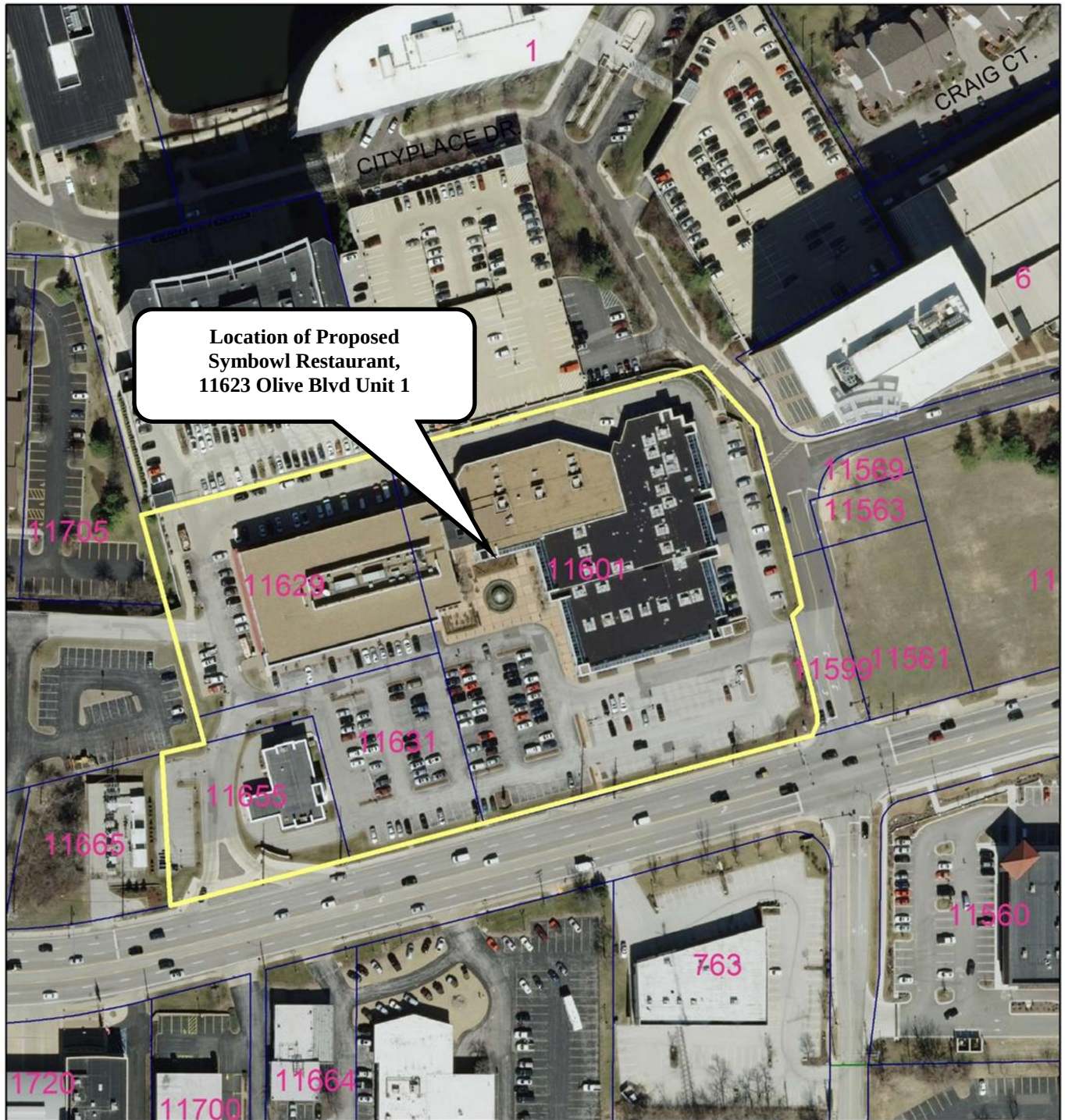
APPENDIX 1: COMPREHENSIVE PLAN, INCLUDING DESIGN GUIDELINES

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.

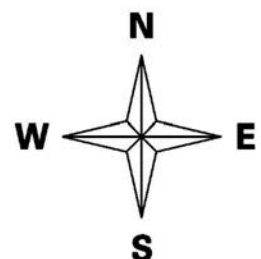
APPENDIX 3: AERIAL PHOTO



Property lines



CityPlace Mixed-Use / Retail Development



APPENDIX 4: SITE PHOTOGRAPHS

Photo Date: 1/31/2017



Description: View looking north at the proposed tenant space from the drive aisle.



Description: View looking northwest at the proposed tenant space from the courtyard.

SYMBOWL CREVE COEUR

1-06-2017

City of Creve Coeur

Planning Division

300 North New Ballas Road

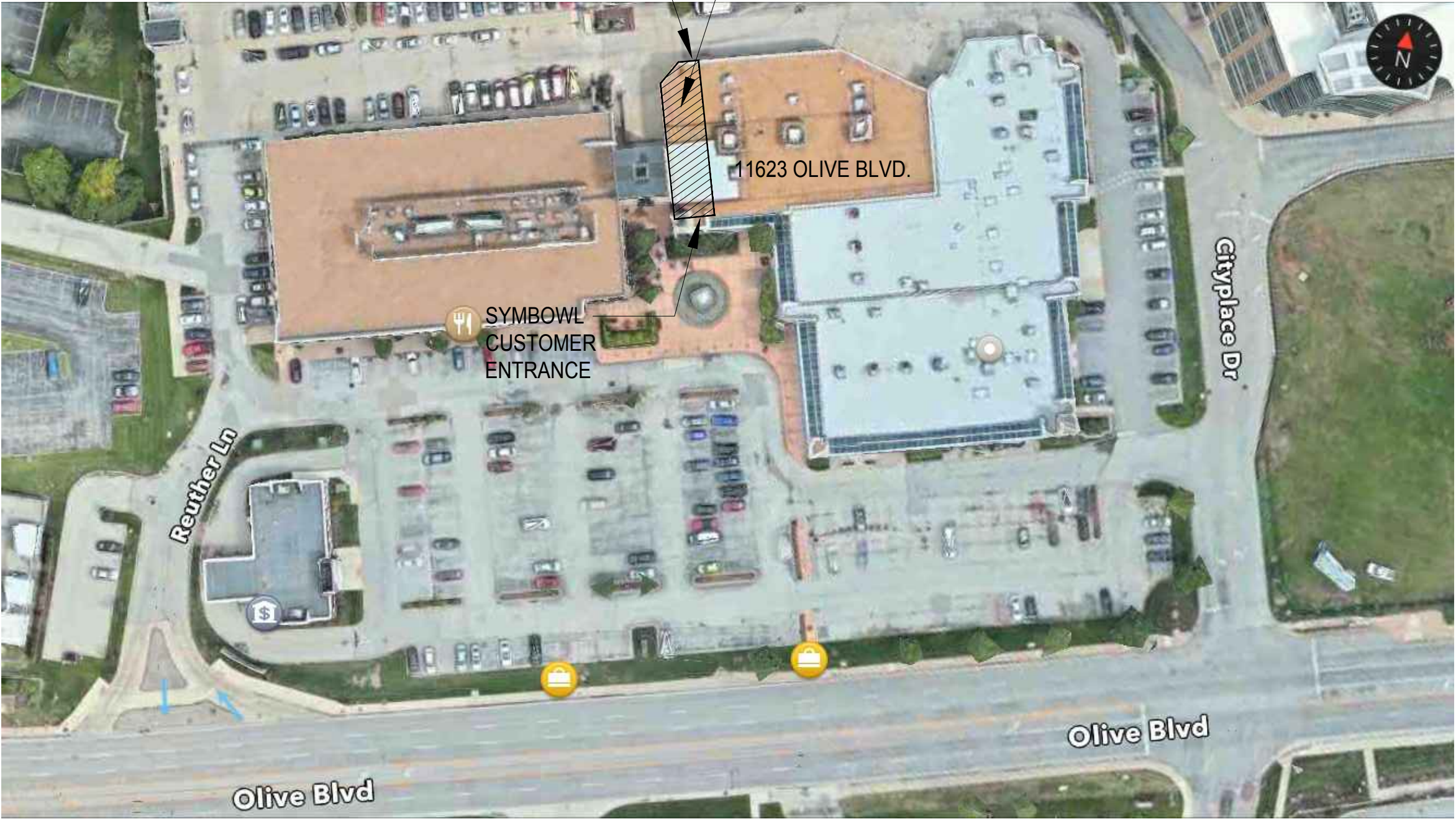
Creve Coeur, MO 63141

Project Rationale-

Symbowl Restaurant will be opening a new location at 11623 Olive St. Blvd, occupying the presently vacant Unit #1 of Cityplace Condominium. The Cityplace shopping center exists as a commercial retail shopping center, comprised of various retail shopping and dining establishments. SymBowl acknowledges that the change in occupancy, which is resulting in the need for this conditional use permit, brings along with it responsibilities to meet and maintain health and safety code requirements of a dining establishment. Fulfilling these requirements will ensure that the Symbowl restaurant can effectively coexist with their non-eating establishment neighbors. Furthermore, SymBowl will add a unique health food alternative to the mix of typical dine-in and takeout food options, therefore, not being in direct competitive conflict with neighboring food establishments.

The foot traffic levels are not expected to differ significantly than when this space was previously occupied by the Kinkos-Fedex business center. Given that the exterior facade, sidewalks, and parking lots will remain unchanged, the introduction of this new establishment will have minimal impact on surrounding residences and business, other than another reason for the consumer to visit the City Place shopping center, which benefits all the Cityplace tenants.

Respectfully,
Greg Owen and Becky Schoenig
MySymBowl.com



SITE PLAN

SCALE: 1/32" = 1'-0"



ARCHITECT: PETER D. CONANT
MO AR 007596
St. Louis, MO 63119
Phone: 314-398-7013
E-mail: pconant122@gmail.com

OWNER:
GREG OWENS
CHEF/OWNER

TENANT SPACE RENOVATION FOR
SYMBOWL
UNIT 1 11623 OLIVE ST. BLVD.
CREVE COEUR, MO 63141

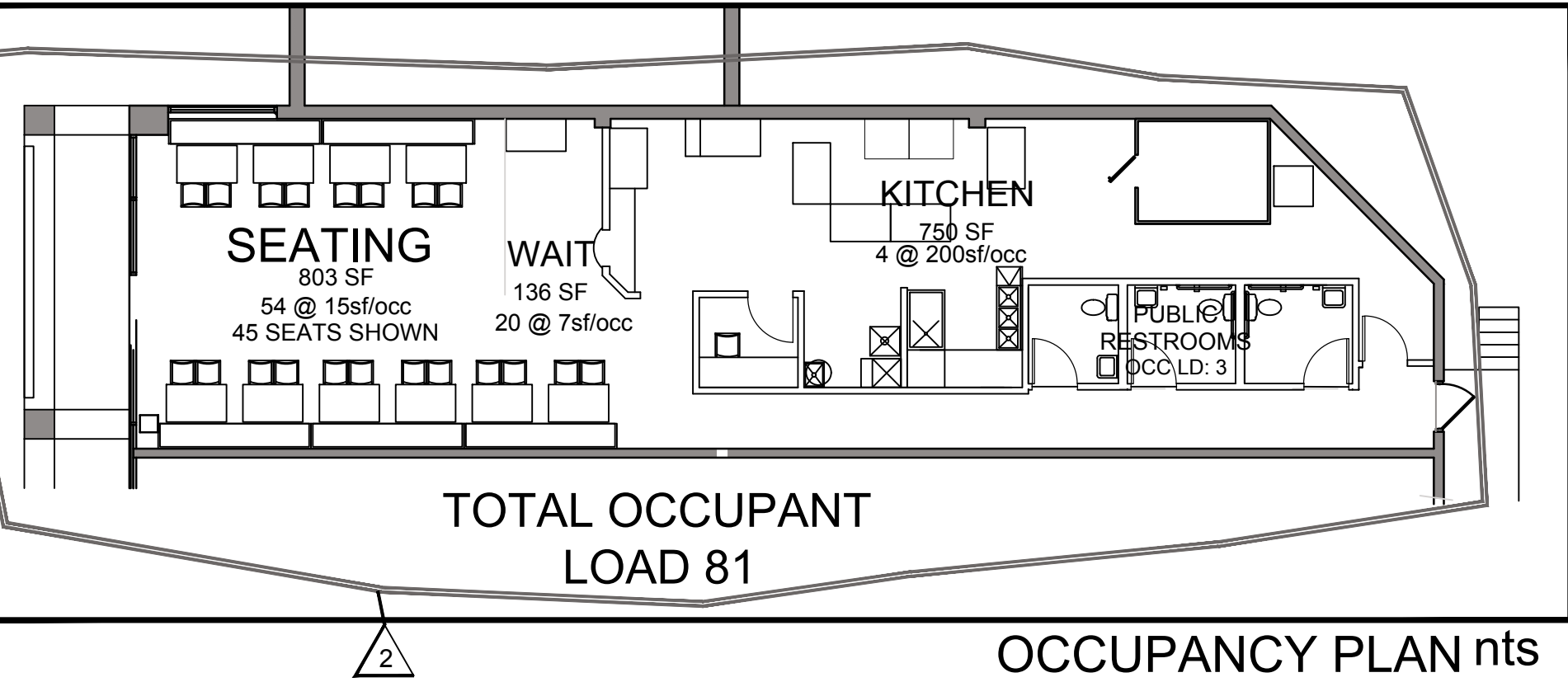
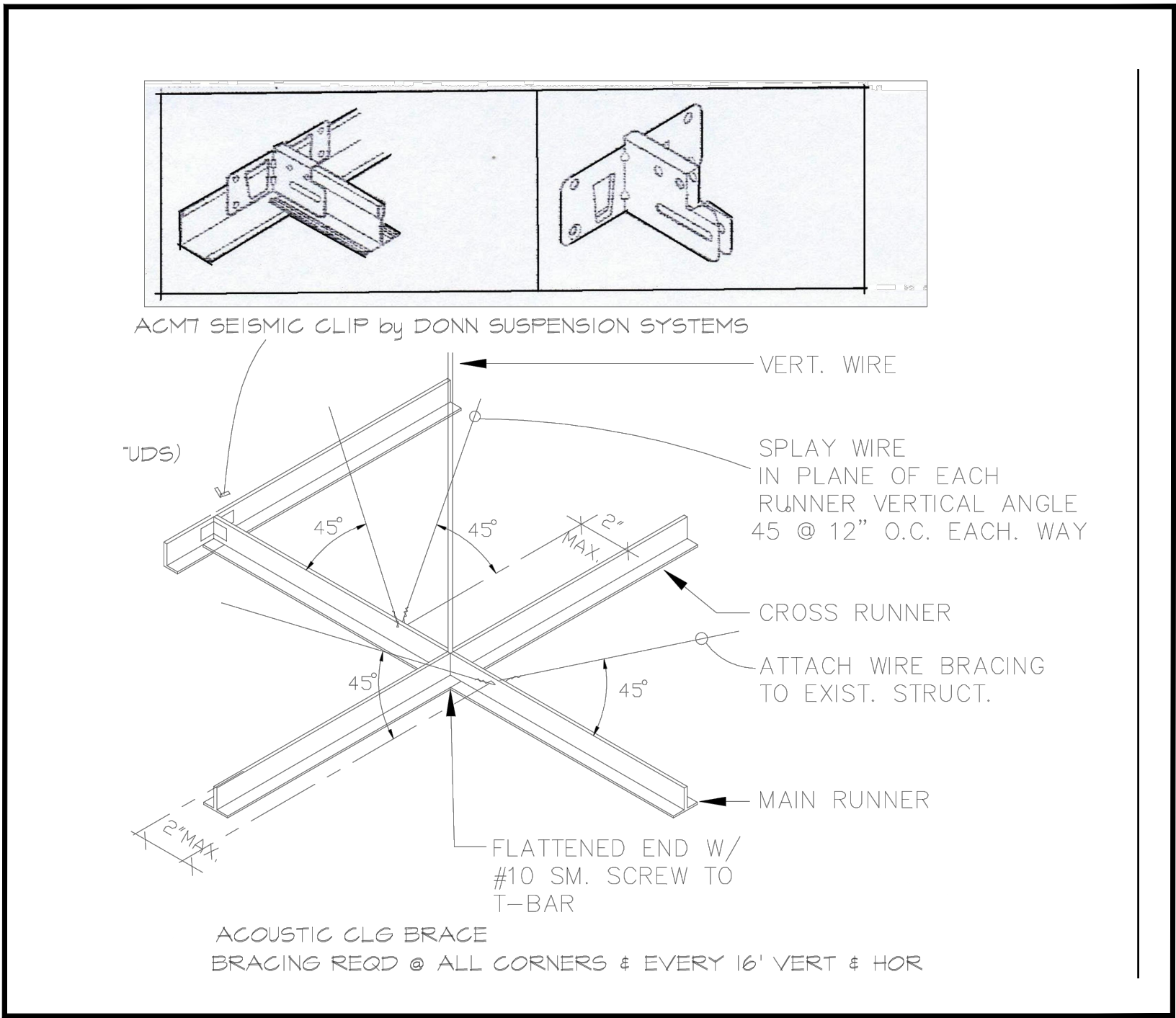
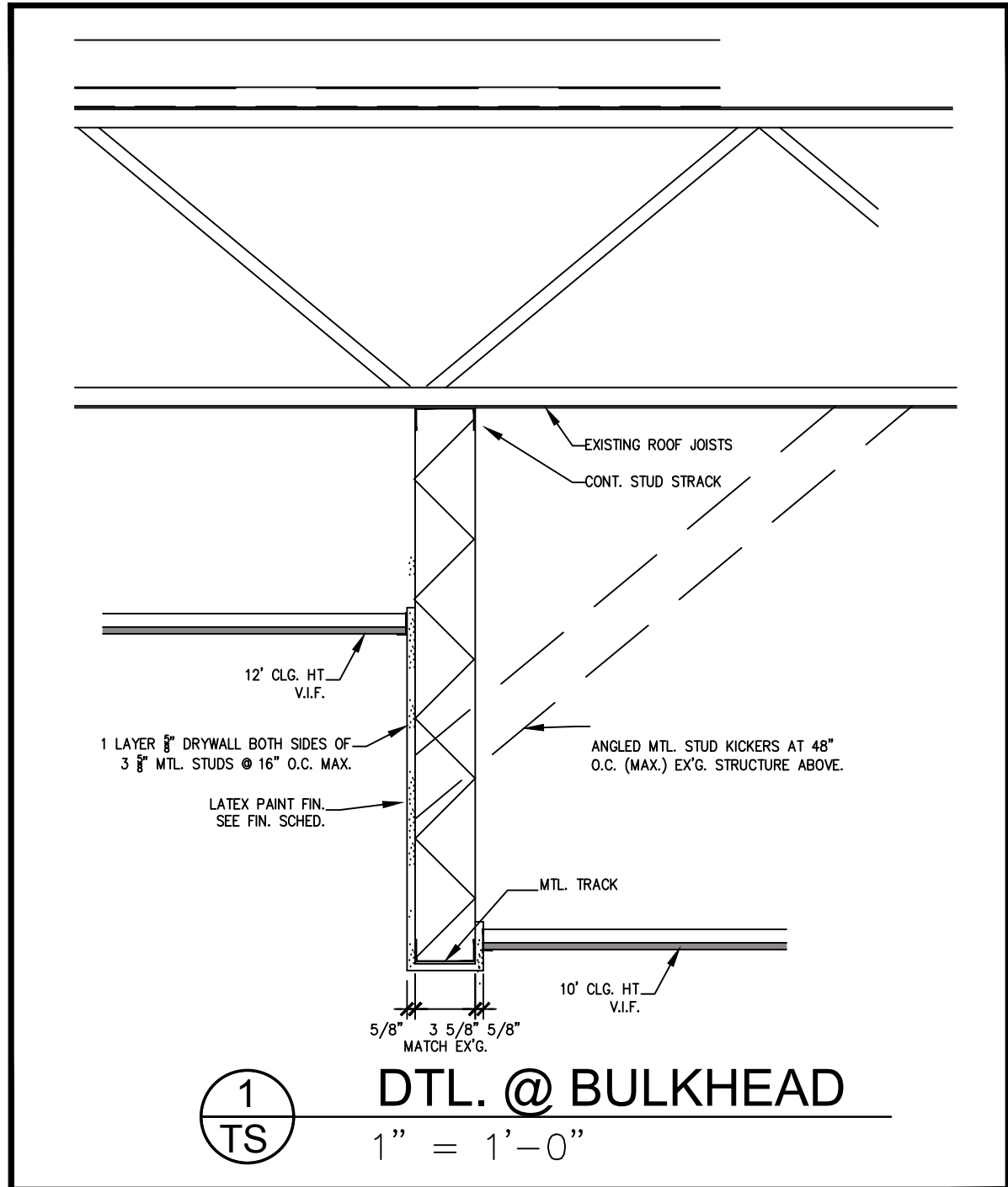
Date: 1/06/2017

Sheet No.

C-1

1 of 2

OWNER:
GREG OWENS
SYMBOWL CREVE COEUR
11126 BOPP RD.
ST. LOUIS, MO. 63131
(314) 629-7015
ggreg@mysymbowl.com



BUILDING SUMMARY	
OCCUPANCY:	A-2 ASSEMBLY-RESTAURANT
CONSTRUCTION TYPE	2B SPRINKLED
TENANT FINISH FLR. AREA-	1858 SF +/-
BLDG. HEIGHT:	1 STORY
BLDG. HEIGHT:	1 STORY
OCC. LOAD:	83 (SEE OCC. PLAN)
DINING	810 SF 54 @ 15sf/occ.
PICKUP/WAIT AREA	162 SF 23 @ 7sf/occ
KITCH	731 SF 4 @ 200sf/occ
RESTROOMS	2 occupants
BUILDING CODES	
BUILDING CODE	IBC 2009
EXIST'G BLDG. CODE	IEBC 2009
MECH. CODE	IMC 2009
PLUMBING CODE	IPC 2009
ELECT. CODE	NEC 2008
FIRE CODE	IFC 2009
DRAWING LIST	
TS	GENERAL NOTES, SPECIFICATIONS, BLDG SUMMARY
	BLDG SUMMARY
A-1	FLOOR PLAN, REF. CLG. PLAN, WALL DTL.S
	FINISH MATERIALS SPECS.
	DOOR /HW SCHEDULE, TLT. DTL.S

GENERAL NOTES:

- A. These drawings represent the contract drawings. It is the Contractor's responsibility to be thoroughly knowledgeable regarding the contents of these drawings and specifications. The Contractors in each discipline shall be thoroughly familiar with the site and existing building conditions.
- B. DO NOT SCALE THE DRAWINGS. Follow written dimensions only. Contractor to verify and notify Owner and ARCHITECT of discrepancies. Dimensions are shown to FACE OF DRYWALL.
- C. Work shall conform to building codes and ordinances specified on this sheet.
- D. Before commencing work, the Contractor shall file required certificates of insurance with the Building Division; obtain required permits; and pay fees required by the LOCAL JURISDICTION.
- E. The Contractor shall verify existing conditions in the field prior to commencing work. The Contractor shall report discrepancies between the contract documents and field conditions to the Owner or ARCHITECT.
- F. Minor details not usually shown or specified, but typical for standard construction practices, shall be included in this contract as though they were shown in these documents.
- G. The Contractor shall coordinate work procedures with the requirements of the building inspector and other local authorities. The Contractor shall be responsible for the protection of condition and materials within the proposed construction area. The Contractor shall design and install adequate shoring and bracing for structure removal tasks. The Contractor shall have sole responsibility for damage or injuries caused by or during the execution of the work.
- I. The Contractor shall lay out his own work, and shall provide dimensions required for the other trades, (plumbing, electrical, carpentry, cabinetry, etc.). Additionally, the Contractor shall coordinate the work of trades in the field.
- J. Mechanical, Electrical, and Plumbing work shall be performed by persons licensed in their trades, who shall arrange for, and obtain inspections and sign-offs as required by the LOCAL JURISDICTION.
- K. The Contractor shall perform cutting, patching, and repairing as required to perform work indicated in the contract documents, as well as other work required to complete work as designed.
- L. The Contractor, upon completion of the work, shall arrange for, and obtain building inspections and sign-offs required to obtain a Certificate of Occupancy.

ATTENTION:

- IT IS EACH TRADE'S RESPONSIBILITY TO ACQUIRE THEIR RESPECTIVE WORK PERMIT, PROVIDING THE PROPOSED DRAWINGS AND/ OR LICENSED ENGINEER'S SEAL AS REQUIRED BY ST. LOUIS COUNTY CODES, FOR THEIR RESPECTIVE SCOPE OF WORK.
- EXISTING SPRINKLER HEAD LOCATIONS AND SUPPLY TO BE VERIFIED BY GC. DESIGN, MODIFICATIONS AND IMPROVEMENTS AND REQUIRED DOCUMENTATION AND PERMITS BY GC.

PLAN SYMBOLS LEGEND

- ROOM NAME
- WALL FINISH
- CEILING FINISH
- FLR. FINISH
- DOOR NUMBER
- HARDWARE GROUP
- DUPLEX ELECT. RECEPTAL
- MOUNT 18" AFF. UN.D.
- QUAD. ELECT. RECEPTAL
- MOUNT 18" AFF. U.N.D.
- (E) EXISTING
- DATA JACK (E) EXISTING
- EXISTING DOOR
- NEW DOOR
- EXISTING PARTITION
- NEW PARTITION
- SPRINKLER HEAD
- 2X4 TROFFER LIGHT FIXTURE
- W/ PRISMATIC LENS
- 2X2 TROFFER LIGHT FIXTURE
- W/ PRISMATIC LENS
- 2X2 SUPPLY AIR DIFFUSER
- (E) EXISTING AIR DIFFUSER
- FIRE EXIT SIGN
- (E) EXISTING EXIT SIGN
- SURF. MOUNT'D ELECTRIFIED
- LIGHTING TRACK W/ PENDANT
- LT. FIXTURES
- EXISTING



ARCHITECT-PETER D. CONANT
MO AR 007596
St. Louis, MO 63119
Phone: 314-398-7013
E-mail: pconant22@gmail.com

OWNER:
GREG OWENS
SYMBOL CREEVUE COEUR
1126 BOPP RD.
ST. LOUIS, MO. 63131
(314) 629-7015
greg@mysymbol.com

TENANT SPACE RENOVATION FOR
SYMBOL RESTAURANT
UNIT 1 11623 OLIVE ST. BLVD.
CREEVUE COEUR, MO 63141

Date: 1/24/2017

Sheet No.

TS

1 of 2

PLANNING AND ZONING COMMISSION PUBLIC HEARING

CITY OF CREVE COEUR, MISSOURI

300 NORTH NEW BALLAS ROAD

MONDAY, FEBRUARY 6, 2017

6:30 P.M.

PUBLIC HEARINGS

Application No. 17-006

Application No. 17-007

Application No. 17-003

THOSE IN ATTENDANCE:

Ms. Beth Kistner, Chair

Mr. Tim Carney

Ms. Muriel Hall

Mr. Gene Rovak

Ms. Heather Silverman

Mr. Matthew Schuh

Mr. Curtis Lee, Acting 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)974-1199

1 CHAIRMAN KISTNER: Good evening. We're going to
2 bring our Planning and Zoning Commission meeting for
3 Monday, February 6th, 2017 to order.

4 We'll start with our roll call.

5 Mr. Carney?

6 MR. CARNEY: Present.

7 CHAIRMAN KISTNER: Ms. Hall?

8 MS. HALL: Present.

9 CHAIRMAN KISTNER: Mr. Magruder is going to be
10 absent this evening.

11 Mr. Rovak?

12 MR. ROVAK: Present.

13 CHAIRMAN KISTNER: Ms. Silverman is going to be
14 here, I think, about seven o'clock.

15 Mr. Schuh?

16 MR. SCHUH: Present.

17 CHAIRMAN KISTNER: We have, for our City
18 Attorney, Carl Lumley, Mr. Lee Curtis?

19 MR. CURTIS: Here.

20 CHAIRMAN KISTNER: Mr. Jason Jaggi --

21 MR. JAGGI: Present.

22 CHAIRMAN KISTNER: -- Director of Community
23 Development?

24 Ms. Whitney Kelly, City Planner?

25 MS. KELLY: Present.

1 CHAIRMAN KISTNER: Ms. Jessica Stutte, recording
2 secretary?

3 And the Chair is present.

4 We have now our acceptance of the agenda.

5 I wanted to make a suggestion that we maybe
6 reverse our New Business upfront with Old Business, in
7 part to give -- Ms. Silverman requested that she'd like to
8 be here for our Comprehensive Plan vote.

9 So if we have a motion to amend it to start with
10 New Business.

11 MR. ROVAK: So moved to move the agenda.

12 CHAIRMAN KISTNER: Second?

13 MR. CARNEY: I'll second.

14 CHAIRMAN KISTNER: All in favor?

15 (All responded aye.)

16 CHAIRMAN KISTNER: So the revised agenda, do we
17 have a motion to approve?

18 MR. CARNEY: So moved.

19 MR. ROVAK: Second.

20 CHAIRMAN KISTNER: Second by Mr. Rovak.

21 All in favor?

22 (All responded aye.)

23 CHAIRMAN KISTNER: And the Chair votes aye.

24 We don't have any approval of minutes this
25 evening. The January 17th minutes will be ready for the

1 next meeting.

2 We have an opportunity right now for public
3 comment from anybody in the audience who would like to
4 speak to a matter that's not on the agenda this evening.

5 We'll have an opportunity to speak to agenda
6 items as they come up.

7 Seeing none.

8 So we will go then to the New Business.

9 We're starting with a public hearing. It's
10 Application No. 17-006 for conditional use permit for a
11 Symbowl Restaurant within CityPlace Retail at 11623 Olive
12 Boulevard, Unit 1.

13 Anybody who's going to be speaking on this
14 matter, if they would come up and be sworn in.

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

17 CHAIRMAN KISTNER: Thank you.

18 Good evening.

19 GREGORY OWENS: Hi.

20 CHAIRMAN KISTNER: If you could start with your
21 name and address.

22 GREGORY OWENS: My name is Gregory Owens.
23 Address is 1126 Bopp Road, it's in Des Peres 63131.

24 CHAIRMAN KISTNER: Thank you.

25 You want to tell us about your application.

1 GREGORY OWENS: Application is, basically, to
2 reuse part of the CityPlace complex that's been divided
3 into three units. We're taking over the Unit 1 for what
4 would be our fourth Symbowl Restaurant in the St. Louis
5 area.

6 Local. Started in Kirkwood five years ago. We
7 sell healthy lifestyle food. And we are expanding. We
8 opened in Chesterfield in May of last year. We're looking
9 at St. Charles open in May of this year. And then,
10 hopefully, looking forward to Creve Coeur late summer.

11 CHAIRMAN KISTNER: Okay.

12 Anybody have any questions for the applicant?

13 I think Jason or Whitney will probably be
14 speaking to this also.

15 MS. KELLY: Yes. Whitney Kelly, City Planner on
16 behalf of the City of Creve Coeur.

17 As this is a simple request, he will be not --
18 he will not be making any changes to the exterior of the
19 building and the site. It is for a 1845 square foot
20 eating establishment with 46 indoor seats.

21 We have a condition, which should include
22 outdoor seating at a future time. That it will be at
23 staff level approval by the Zoning Administrator with a
24 review of an outdoor seating plan.

25 All of the other conditions are typical of our

1 restaurant conditional use permit, and we approve it.

2 CHAIRMAN KISTNER: Thank you.

3 Does anyone have any questions for either
4 Whitney or the applicant?

5 Do we have any members of the audience that
6 would like to speak to this matter?

7 Okay. Seems pretty straightforward.

8 If we have no other comment, I think we'll close
9 the public hearing.

10 MR. CURTIS: Before we do, I'd like to
11 introduce --

12 CHAIRMAN KISTNER: Oh, of course.

13 MR. CURTIS: Thank you. Thank you, Madam
14 Chairman.

15 Notice of documentation in possession of the
16 City Clerk, any specific documents, staff report, P&Z
17 letters, minutes, excerpts, documents of presenters and
18 all written materials related thereto, the City Code of
19 Ordinances and Charter, the City Comprehensive Plan, and
20 the public file regarding this application. We offer all
21 of those into evidence.

22 CHAIRMAN KISTNER: Okay. Thank you very much.

23 The hearing is closed.

24 (The public hearing was closed at 6:35 p.m.)

25

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

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

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

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



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

Meeting: 02/13/17 07:00 PM
Department: Planning and Zoning Commission
Category: Resolution
Prepared By: Whitney Kelly
Department Head: Jason Jaggi

SCHEDULED

RESOLUTION

**Resolution No. 1262 - a Resolution Approving an Amended
Site Concept Plan and Site Development Plan for New
Emergency Department Additions to the Existing Emergency
and Heart Health Building**

Dennis Pruitt, of Heideman Assoc, Inc., on behalf of Mercy Hospital - St. Louis at 615 S. New Ballas Road, has submitted a request for an amendment to the site concept plan and a site development plan for Emergency Department building additions, that include a 500 square foot addition on the north side of the building and a 4,057 square foot addition on the south side of the building.

Resolution

Meeting of February 13, 2017

RESOLUTION NO. 1262

A RESOLUTION APPROVING AN AMENDED SITE CONCEPT PLAN AND SITE DEVELOPMENT PLAN FOR NEW EMERGENCY DEPARTMENT ADDITIONS TO THE EXISTING EMERGENCY AND HEART HEALTH BUILDING

WHEREAS, Section 405.310(D) of the Zoning Code states that site concept and site development plan approval by the Planning and Zoning Commission and the City Council shall be required for the total area comprised by the "PH" Planned Hospital District for all proposed developments or revisions to existing site concept or site development plans within the "PH" Planned Hospital District, as provided for in Section 405.1080; and

WHEREAS, an application was submitted by Dennis Pruitt, of Heideman Assoc, Inc., on behalf of Mercy Hospital - St. Louis at 615 S. New Ballas Road, for an amendment to the site concept plan and a site development plan for Emergency Department building additions, that include a 500 square foot addition on the north side of the building and a 4,057 square foot addition on the south side of the building; and

WHEREAS, the Planning and Zoning Commission reviewed and, by a 4-0 vote, recommended approval of the request, subject to the conditions contained herein, at its meeting on February 6, 2017; 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 resolution has been made available for public inspection prior to its consideration by the Council; and

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

1. Complies with all other applicable provisions of this Chapter including Section 405.1080 Site Concept, Site Development, and Minor Site Plan Approval.
2. Will contribute to and promote the community welfare and convenience at the specific location.
3. Will not cause substantial injury to the value of neighboring property.
4. 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 there from.
5. Will provide, if applicable, erosion control and on-site stormwater detention in accordance with the standards contained in this Chapter.
6. 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 resolved by the City Council of the City of Creve Coeur, St. Louis County, Missouri, as follows:

Section 1: The amendment to the Site Concept Plan is approved subject to the following conditions:

1. Site development plan approval is required for all future development of the site depicted on the Site Concept Plan, in accordance with Section 405.1080 of the Zoning Ordinance.

RESOLUTION NO. 1262

2. All site development plans shall provide adequate landscaping along Conway Road and N. New Ballas Roads to meet with the intent of the landscaping requirements and the goals of the Comprehensive Plan.
3. Any future Site Concept Plan should provide for a parking study for the entire site that may allow for a reduction in surface parking in furtherance of the Comprehensive Plan.
4. Any future Site Concept Plan shall provide for an overall pedestrian connectivity plan throughout the entire Campus for implementation as projects develop.

Section 2: The Site Development Plans for the Emergency Department improvements are approved subject to the following conditions:

1. The Applicant is required to submit a Building Permit application, as required by Article II of the Building Code. Exterior elevations shall be in substantial conformance with the building elevations received January 6, 2017, as bound together and submitted in conjunction with Application #17-007 by Heideman Associates, Inc.
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," and the "Landscape Plans" submitted on February 6, 2017 as bound together and submitted in conjunction with Application #17-007 by Heideman Associates, Inc., and as amended below.
3. The Landscape Plan shall be reviewed and approved by the Zoning Administrator showing the replacement of the landscaping along the new additions.
4. An underground irrigation system shall be installed as required under Section 405.540(10). All landscaping shall be maintained per the approved Landscape Plan and any vegetation that is totally or predominantly dead and/or disfigured due to disease or injury shall be replaced as needed and in a prompt and workmanlike manner as dictated by accepted horticultural standards.
5. All lighting shall be installed or modified to be in conformance with Section 405.680, Lighting, of the Zoning Ordinance.

Section 3: This resolution shall become effective upon approval.

ADOPTED THIS 13th DAY OF February 2017.

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

#17-007: AMENDMENT TO THE SITE CONCEPT PLAN AND SITE DEVELOPMENT PLAN APPROVAL FOR MERCY HOSPITAL EMERGENCY DEPARTMENT BUILDING ADDITION AT 615 S NEW BALLAS ROAD

FOR THE MEETING OF: Monday, February 6, 2017

LOCATION: 615 S. New Ballas Road, Zoned PH Planned Hospital District.

REQUEST: Dennis Pruitt, of Heideman Assoc, Inc., on behalf of Mercy Hospital - St. Louis at 615 S. New Ballas Road, has submitted a request for an amendment to the site concept plan and a site development plan for Emergency Department building additions, that include a 500 square foot addition on the north side of the building and a 4,057 square foot addition on the south side of the building

ADDITIONAL INFORMATION: Site concept and site development plan approval by the Planning and Zoning Commission and the City Council is required for all proposed developments or revisions to existing site concept or site development plans within the Planned Hospital District. Therefore Council review and approval of the site development plan by resolution based upon the recommendation of the Planning and Zoning Commission is required. The prior last approved site concept plan was in 2014. Concept plans are required for the construction of a complex of building and site improvements, to be developed over an extended period of time or in multiple phases, and remain valid for eight years. Site Development Plans are reviewed for each development with consistency of the Site Concept Plan. Mercy Hospital is currently in the early stages of developing a new master plan for the entire campus that will include the recently demolished Skilled Nursing Facility and the office buildings to the south and a new Site Concept Plan will be submitted to the City for review later this year.

Key Issues:

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

Comp. Plan References

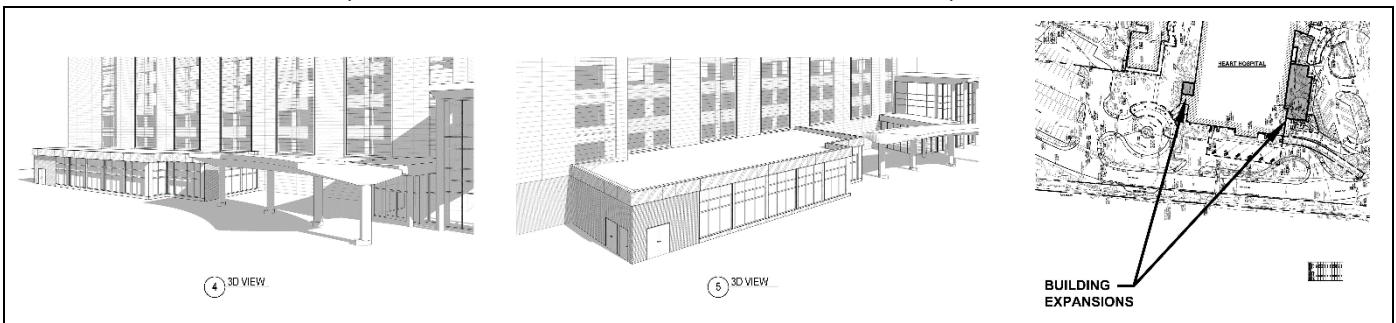
- Residential Neighborhoods Action Area

Zoning Code References

- Section 405.310: "PH" Planned Hospital District
- Section 405.1080: Site Concept, Site Development And Minor Site Plan Approval

APPLICANT: Catherine Grasso
Mercy Hospital – St. Louis
615 S. New Ballas Road
Creve Coeur, MO 63141

APPLICANT'S REPRESENTATIVE: Dennis Pruitt
Heideman Assoc., Inc.
240 Larkin Williams Ind. Ct.
Fenton, MO 63026



REPORT PREPARED BY: Whitney Kelly, AICP, City Planner

DATE: 2/2/2017

ATTACHMENTS: Applicant's Materials received January 6, 2017, and revised Site Concept Plan received January 12, 2017
Elevations of the North ER Addition received February 3, 2017
Draft Resolution

PROPOSAL

Mercy is seeking approval of two one story building additions to the existing Emergency Department and Heart Health Building. The additions include a 500 square foot addition on the north side of the building and a 4,057 square foot addition on the south side of the building.

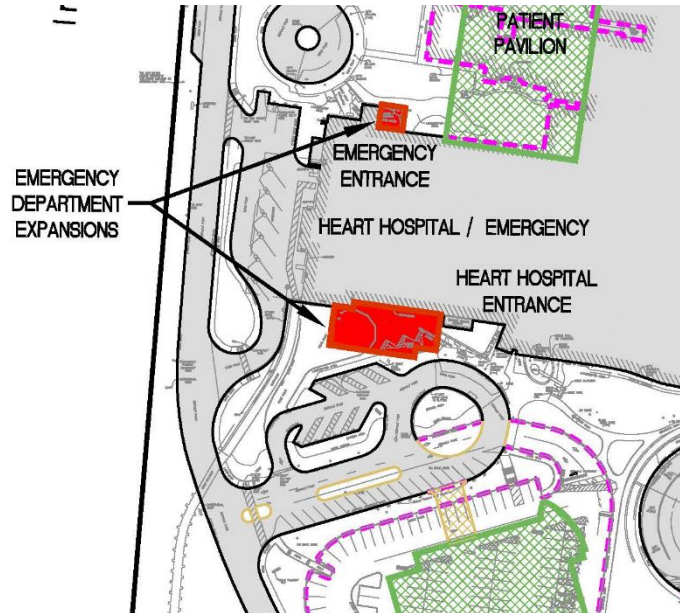


Figure 2: 2005 Site Concept Plan with Proposed Emergency Department Expansions

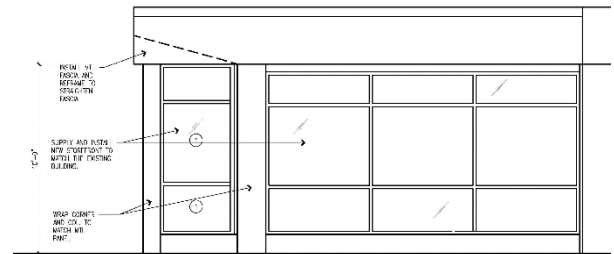


Figure 1: Elevation of the North ER Addition

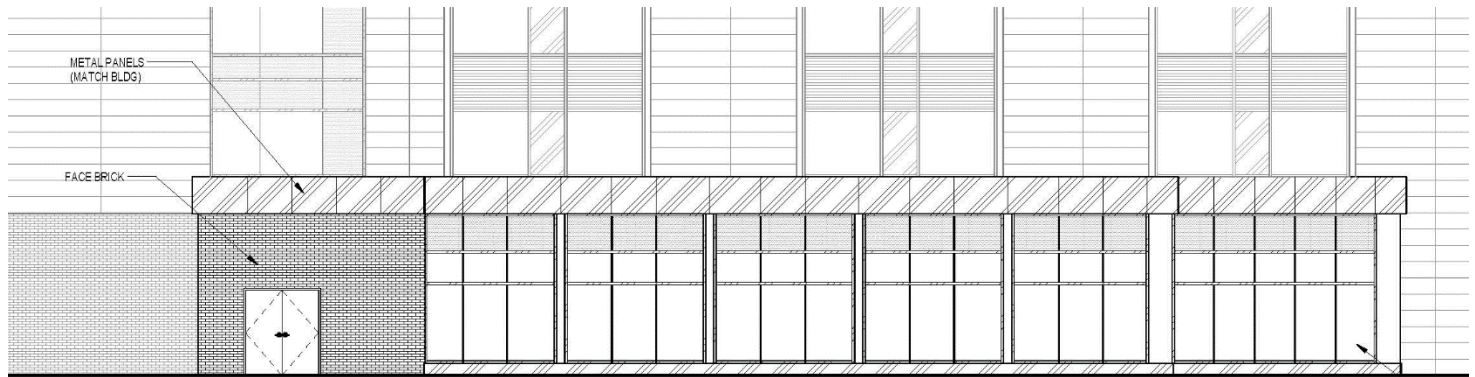


Figure 3: Close-up of the south elevation of the proposed addition



4 3D VIEW



5 3D VIEW

Figure 4: Close-up of Applicant's 3D View of the Emergency Department expansion on the South Side of the building

LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

Direction	Use	Zoning District	Separated by
North	Single-family residences	A Single-family Residential	N/A
South	Temple Emanuel/Future Mercy Office Development	A Single-family Residential/ PH Planned Hospital	Conway Road
East	Single-family residences	Westwood residential	New Ballas Road
West	Single-family residences/ Covenant Theological Seminary	A Single-family Residential/ HE Higher Education	Interstate 270

COMPREHENSIVE PLAN REVIEW

The subject property is located within Residential Neighborhoods Action Area that include the recommendation that new construction or development within the boundaries of existing institutional uses will be permitted only upon 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.

The building additions will utilize similar building materials and design aesthetic as the existing structure. As the building expansions are interior to the campus, and represent a minor expansion to the existing building, Staff finds that the proposed additions are in keeping with the recommendations of the Comprehensive Plan.

ZONING REVIEW

SITE CONCEPT PLAN/SITE DEVELOPMENT PLAN

A site concept plan is intended to provide a basis for reviewing future site development plans which will include items such as landscaping, tree preservation, site grading, and stormwater management. Individual site develop plans are intended to provide more detailed information including architectural elevations, landscape plans, and specific information on the building's use, bulk, and placement. The Site Concept Plan submitted with this application has only been revised to incorporate the tow new additions proposed. Mercy is looking into the development of a new Campus Plan/Site Concept Plan with more significant changes for the campus to be reviewed at a later date. The proposed addition will not create a significant impact on the site or surrounding properties.

As discussed earlier, Section 405.310(D) of the Zoning Code states that site concept and site development plan approval by the Planning and Zoning Commission and the City Council shall be required for the total area comprised by the PH-Planned Hospital District for all proposed developments or revisions to existing site concept or site development plans within the PH District. Section 405.1080 requires site minor site development plan review for any new impermeable surfaces of between 500 and 5,000 square feet. The addition on the north side of the building is enclosing a canopy and concrete area of 500 square feet, and the addition on the south of the building is 4,057 square feet, thus requiring an amendment to the Site Concept Plan and Site Development for the Hospital. The total campus area is 79.6 acres and maximum site coverage for the campus is limited to 55% site coverage for Campus Districts of over 55.0 acres, per Section 405.310(E)(2)(b). The total site coverage for the Campus is 53.7%, and the proposed additions do not increase the coverage.

The Landscape Plan indicates that the landscaping removed for the construction activity will be replaced. Due to the minor nature of the proposal, Staff has included a condition of approval that a new landscaped plan for this area be provided and approved by the Zoning Administrator, with the building permit, for the Zoning Administrator's approval.

SUMMARY AND RECOMMENDATION

The proposal represents only a change to the prior approved Site Concept Plan from 2014, and as the campus will be seeking a new concept plan approval within the year and due to the minor nature of the request, requiring a full review of the Site Concept Plan at this time is unnecessary. As the proposed additions are internal to the site and only visible from I-270, Staff finds that the additions are in keeping with the Comprehensive Plan. Below is a summary of Staff's recommended conditions of approval which have been carried over from the last approval in 2014, in addition to usual and customary conditions regarding process, conformance with plans and development quality:

Concept Plan

- Site development plan approval is required for all future development of the site depicted on the Site Concept Plan, in accordance with Section 405.1080 of the Zoning Ordinance.
- All site development plans shall provide adequate landscaping along Conway Road and N. New Ballas Roads to meet with the intent of the landscaping requirements and the goals of the Comprehensive Plan.
- Any future Site Concept Plan should provide for a parking study for the entire site that may allow for a reduction in surface parking in furtherance of the Comprehensive Plan.
- Any future Site Concept Plan shall provide for an overall pedestrian connectivity plan throughout the entire Campus for implementation as projects develop.

Emergency Room Addition Site Development Plans

- The Applicant is required to submit a Building Permit application, as required by Article II of the Building Code. Exterior elevations shall be in substantial conformance with the building elevations received January 6, 2017, as bound together and submitted in conjunction with Application #17-007 by Heideman Associates, Inc.
- 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," and the "Landscape Plans" submitted on February 6, 2017 as bound together and submitted in conjunction with Application #17-007 by Heideman Associates, Inc., and as amended below.
- The Landscape Plan shall be reviewed and approved by the Zoning Administrator showing the replacement of the landscaping along the new additions.
- An underground irrigation system shall be installed as required under Section 405.540(10). All landscaping shall be maintained per the approved Landscape Plan and any vegetation that is totally or predominantly dead and/or disfigured due to disease or injury shall be replaced as needed and in a prompt and workmanlike manner as dictated by accepted horticultural standards.
- All lighting shall be installed or modified to be in conformance with Section 405.680, Lighting, of the Zoning Ordinance.

ACTION

If the Planning and Zoning Commission finds the proposed amendment to the Site Concept Plan and Site Development Plans 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 resolution 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 #17-007 for the amendment to the Site Concept Plan for Mercy and approval of the Site Development Plans for the Emergency Department additions, subject to the conditions contained in the draft resolution accompanying the staff report for the meeting of February 6, 2017" (conditions may be added, eliminated, or modified by preceding motion).

APPENDIX 1: COMPREHENSIVE PLAN

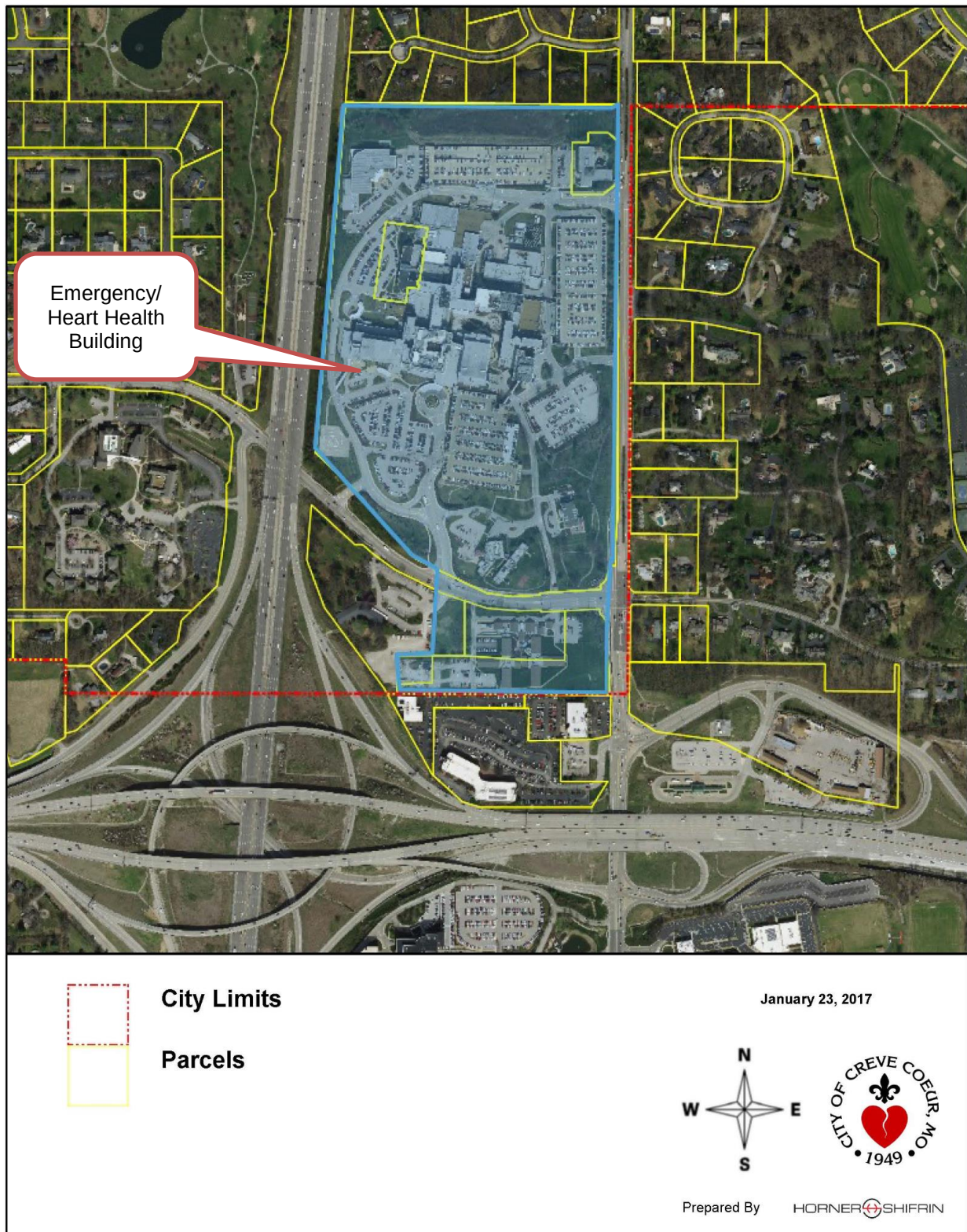
Included and attached by reference. See body of report for specific excerpts.

APPENDIX 2: ZONING CODE

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

APPENDIX 3: AERIAL PHOTO

Mercy Hospital, 615 S. New Ballas Road



APPENDIX 4: SITE PHOTOGRAPHS

Photo Date:2/2/2017



Description: View looking north at the Heart Health Building of the area that will have the addition.



Description: View looking northwest at the Heart Health building of the area for the proposed addition.



Description: View looking southeast at the Emergency Department Entrance. The proposed addition will be to the left of the entrance.

3.3.c

SITE DEVELOPMENT PLAN

EMERGENCY DEPT. EXPANSIONS

Mercy Hospital - St. Louis

A Tract of Land in the Northwest 1/4 of Section 15
Township 45 North, Range 5 East
St. Louis County, Missouri

SITE DATA:

ZONING CLASSIFICATION - PH		SITE LIGHTING	
DEVELOPMENT AREA		MATCH HOSPITAL STANDARD LIGHTING AT CANCER CENTER (AEROLUME, 250W, METAL HALIDE)	
CAMPUS	- 70.42 Acres	24' MAXIMUM HEIGHT	
SKILLED NURSING FACILITY	- 7.93 Acres	FIXTURES TO BE DOWNCAST, CUTOFF AT 73" FROM VERTICAL AND FULLY SHIELDED	
OLD R.O.W TAKINGS	- 1.25 Acres		
TOTAL AREA	79.60 Acres		
	(3,467,376 Sq. Ft.)		
BUILDING USE		SITE LANDSCAPING	
EMERGENCY DEPT. EXPANSIONS		SEE LANDSCAPE PLAN	
F.A.R. (Floor Area Ratio)		STORM WATER DETENTION, CHANNEL PROTECTION & WATER QUALITY	
EXISTING -	2,424,021 Sq. Ft.*	MINOR INCREASE IN SITE IMPERVIOUSNESS.	
	3,467,376 Sq. Ft. = .70 FAR	STORM WATER DETENTION AND CHANNEL PROTECTION WILL BE ACCOUNTED FOR IN FUTURE MASTER PLAN DETENTION BASIN.	
NEW-	2,428,578 Sq. Ft.*	WATER QUALITY WILL BE PROVIDED ON-SITE PER M.S.D. REGULATIONS.	
	3,467,376 Sq. Ft. = .70 FAR		
(MAXIMUM FAR BY ORDINANCE = 1.0)			
* GROSS BUILDING AREA			
SITE COVERAGE		UTILITIES & DISTRICTS	
EXISTING-	53.7%	METROPOLITAN ST. LOUIS SEWER DISTRICT	
NEW-	53.7%	MISSOURI AMERICAN WATER COMPANY	
(MAXIMUM SITE COVERAGE = 55%)		LACLEDE GAS COMPANY	
		AMEREN ELECTRIC COMPANY	
		AT&T	
		CREVE COEUR FIRE DISTRICT	
		PARKWAY SCHOOL DISTRICT	
PARKING			
EXISTING PARKING	* 6,136 SPACES		
* 213 HC ACCESSIBLE			
EX. PARKING REMOVED	0 SPACES		
NEW PARKING ADDED	0 SPACES		
NEW TOTAL PARKING	* 6,136 SPACES		
* 213 HC ACCESSIBLE			

BOUNDARY DESCRIPTION:

THE FOLLOWING BOUNDARY DESCRIPTION WAS PREPARED BY HEIDEMAN | ASSOCIATES, INC. ON OCTOBER 20, 2001

A tract of land being part of the Northwest Quarter of Section 15, Township 45 North, Range 5 East St. Louis County, Missouri and being part of a larger tract conveyed to St. John's Hospital by a Deed recorded in Deed Book 4198 page 544, dated the 20th day of November, 1959, and being described as follows:

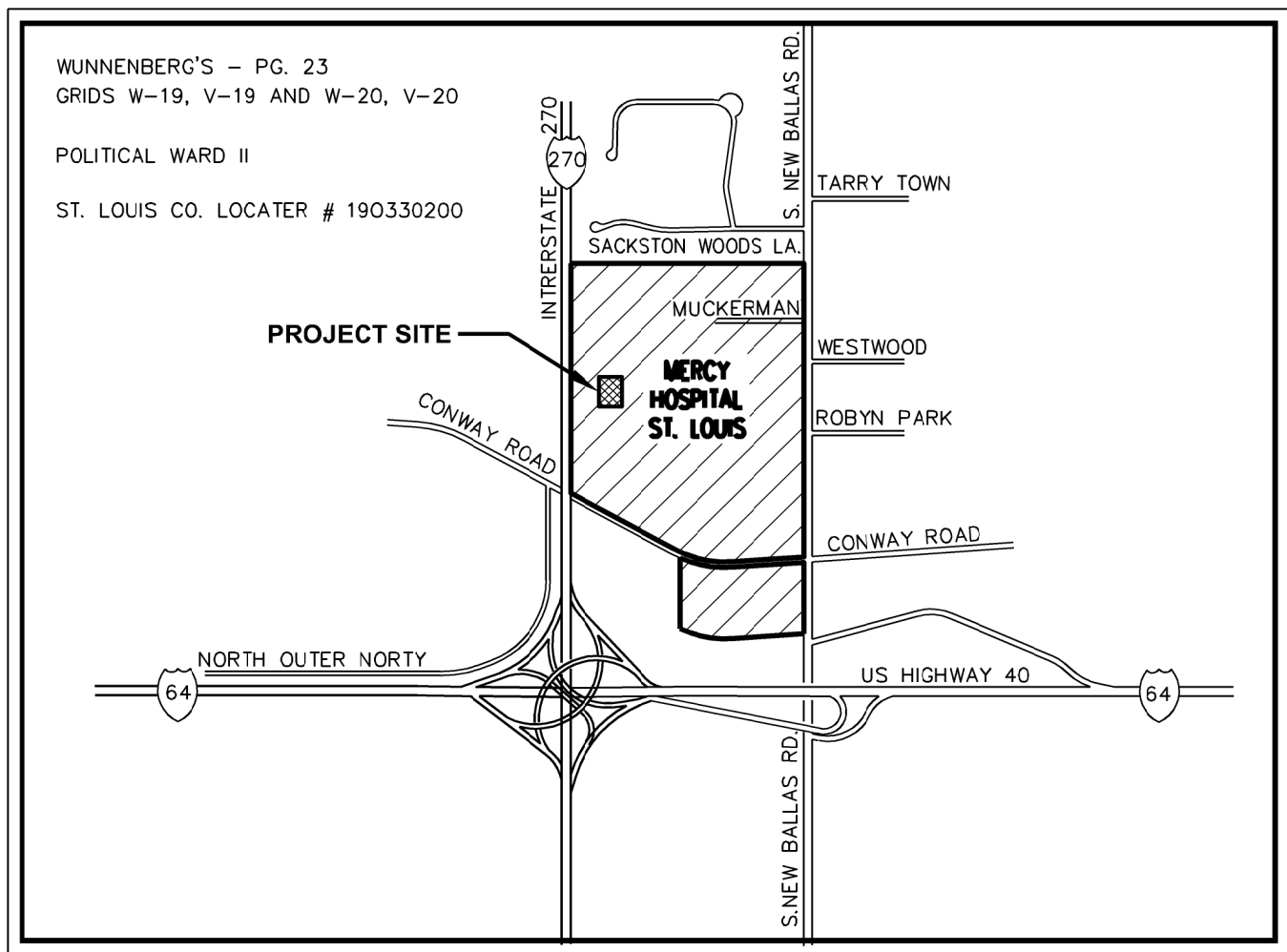
Beginning at the Southeast corner of Lot 17 Sackston Woods, a subdivision filed for record in Plat Book 53 page 15 of the St. Louis county land records, said point also being on the North line of Section 15 as previously described; thence South 00 degrees 17 minutes 23 seconds West along the Western Right of Way of State Highway JJ (also known as Ballois road) a distance of 1948.90 feet to a point; thence South 04 degrees 08 minutes 14 seconds East a distance of 150.33 feet to a point; thence South 00 degrees 17 minutes 23 seconds West a distance of 180.02 feet to a point; thence South 45 degrees 44 minutes 49 seconds West a distance of 74.41 feet to a point on the Northern Right of Way line of Conway Road; thence leaving said State Highway JJ South 86 degrees 40 minutes 24 seconds West along the Northern Right of Way line of Conway Road a distance of 309.41 feet to a point; thence South 03 degrees 19 minutes 36 seconds East a distance of 10.00 feet to a point; thence North 86 degrees 44 minutes 23 seconds West a distance of 133.17 feet to a point; thence North 82 degrees 15 minutes 37 seconds West a distance of 126.95 feet to a point; thence North 49 degrees 47 minutes 04 seconds West a distance of 103.54 feet to a point; thence North 71 degrees 35 minutes 09 seconds West a distance of 71.15 feet to a point; thence North 66 degrees 18 minutes 46 seconds West a distance of 165.61 feet to a point; thence North 48 degrees 41 minutes 22 seconds West a distance of 205.70 feet to a found iron pin; thence North 39 degrees 57 minutes 17 seconds West a distance of 228.02 feet to a found iron pin; thence North 47 degrees 30 minutes 53 seconds West a distance of 303.12 feet to a point on the Eastern Right of Way line of interstate Highway I-270 (also known as 244); thence leaving the Northern Line of said Conway Road North 04 degrees 44 minutes 05 seconds East along said Eastern Right of Way line a distance of 1687.62 feet to a point, said point to be hereafter known as point "A", and being on the Southern line of Sackston Woods Plat 2 a subdivision filed for record in Plat Book 100 page 80 of the St. Louis County Land Records; thence leaving said Eastern Right of Way line South 89 degrees 50 minutes 00 seconds East a distance of 1325.29 feet to the point of beginning and containing 70.32 Acres

Less and Excepting a tract of land being part of the previously described larger tract and commencing at point "A" as previously described; thence South 04 degrees 44 minutes 05 seconds West along the Eastern Right of way line a distance of 534.95 feet; thence leaving said Right of Way line South 81 degrees 43 minutes 15 seconds East a distance of 244.80 feet to the point of beginning of the tract excepted; thence continuing South 81 degrees 43 minutes 15 seconds East a distance of 202.16 feet to a point on the Western wall of the Existing Hospital Building; thence South 08 degrees 09 minutes 44 seconds West along said Wall a distance of 51.07 feet; thence North 82 degrees 09 minutes 01 seconds West a distance of 15.34 feet; thence South 08 degrees 00 minutes 53 seconds West a distance of 27.32 feet to a point on a Party wall; thence South 82 degrees 08 minutes 49 seconds East along said Party wall a distance of 17.16 feet to a point; thence South 08 degrees 09 minutes 53 seconds West 32.96 feet to a point; thence North 86 degrees 28 minutes 35 seconds West a distance of 3.70 feet; thence South 08 degrees 06 minutes 32 seconds West a distance of 22.65 feet to a point; thence South 81 degrees 54 minutes 24 seconds East a distance of 3.72 feet to a point; thence South 07 degrees 54 minutes 53 seconds West a distance of 31.85 feet to a point; thence South 81 degrees 53 minutes 15 seconds East a distance of 2.45 feet to a point; thence South 08 degrees 06 minutes 45 seconds West a distance of 84.18 feet; thence North 81 degrees 55 minutes 58 seconds West a distance of 9.61 feet to a point; thence South 08 degrees 16 minutes 37 seconds West a distance of 27.98 feet to a point; thence South 81 degrees 37 minutes 30 seconds East a distance of 9.69 feet to a point; thence South 08 degrees 06 minutes 45 seconds West a distance of 15.96 feet to a point; thence North 81 degrees 40 minutes 49 seconds West a distance of 49.76 feet; thence leaving said Party wall and continuing on the Western wall of the Existing Hospital Building South 08 degrees 02 minutes 33 seconds West a distance of 78.57 feet to a corner of said Building; thence leaving said Building North 81 degrees 58 minutes 04 seconds West a distance of 156.35 feet to a point; thence North 08 degrees 01 minutes 52 seconds East a distance of 373.51 feet to the point of beginning and containing 71,712 square feet.

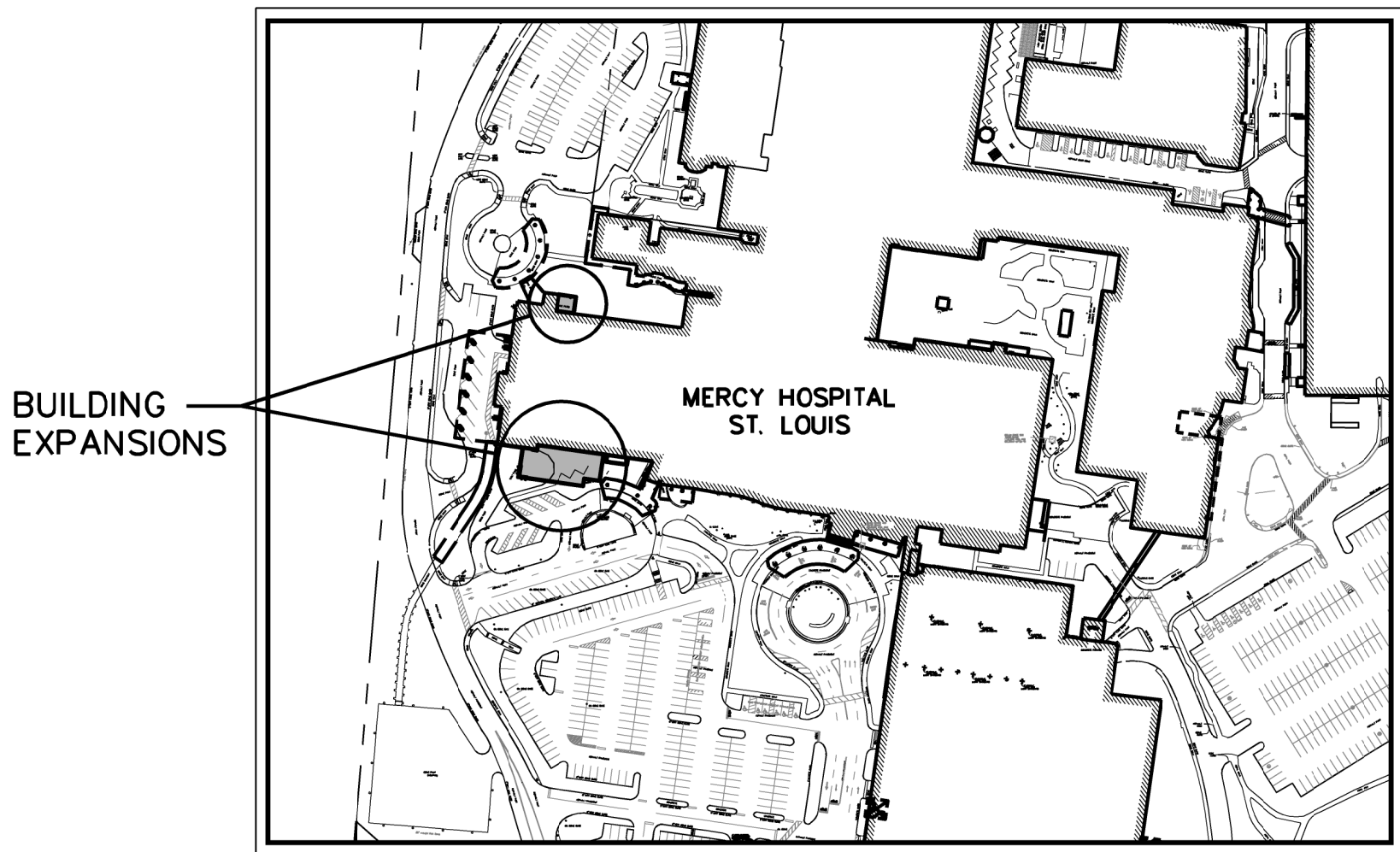
Subject to Easements Restrictions and Covenants of record if any

PROPERTY OWNER

MERCY HOSPITAL - ST. LOUIS
615 S. NEW BALLAS ROAD
CREVE COEUR, MISSOURI 63141
CONTACT: CATHERINE GRASSO
PHONE: 314-251-4397
E-MAIL: Catherine.Grasso@Mercy.Net



LOCATION MAP
NTS



SITE MAP
SCALE: 1"=200'

SHEET INDEX

- C1 COVER SHEET
- C2 SITE / GRADING PLAN
- C3 SITE / GRADING PLAN (Overall)
- L1 LANDSCAPE PLAN
- A4.0 EXTERIOR ELEVATIONS / 3D VIEWS
- 1 of 1 AMENDED MASTER CONCEPT PLAN

LEGEND NEW IMPROVEMENTS

CONTOUR	---ELEV---
SPOT ELEVATION	+ELEV
STORM SEWER	—>—
SANITARY SEWER	—>—
MANHOLE	●
CURB INLET	■
GRATE INLET	□
LIGHT STANDARD	⬤
WATER LINE	—W—
FIRE HYDRANT	⬤
GAS SERVICE	—G—
ELECTRIC SERVICE	—E—
TELEPHONE SERVICE	—T—
CONCRETE PAVEMENT	▬
PERVIOUS PAVEMENT	▬
TO BE REMOVED	T.B.R.
USE IN PLACE	U.I.P.
ADJUST TO GRADE	A.T.G.
TO BE PROTECTED	T.B.P.

LEGEND EXISTING CONDITIONS

CONTOUR	---ELEV---
SPOT ELEVATION	+ELEV
SEWER	—>—
OLD IRON PIPE	●
GRATE INLET	□
AREA INLET	○
MANHOLE	⊕
LIGHT STANDARD	⬤
SIGN	⊕
MAILBOX	⊕
GUY WIRE	—
POWER POLE	⬤
WATER VALVE	⬤
WATER METER	⬤
IRRIGATION VALVE	⬤
GAS VALVE	⬤
GAS METER	⬤
GAS DRIP	⬤
FIRE HYDRANT	⬤
WATER SPRINKLER	⬤
FLAGPOLE	⬤
WATER LINE	—W—
GAS LINE	—G—
OVERHEAD ELECTRIC	—OE—
TELEPHONE LINE	—T—
BUSH	⊕
TREE	⊕

SURVEY NOTES:

BEARING ON THE WEST LINE OF BALLAS ROAD ADOPTED FROM A SURVEY BY ELBRING SURVEYING CO. DURING NOVEMBER, 1956 — ORDER NO. 28355.

EASEMENT TO ST. LOUIS COUNTY WATER COMPANY RECORDED IN BOOK 2475, PAGE 420 DOES NOT AFFECT THIS PROPERTY.

SUBJECT TO EASEMENT FOR VEHICULAR AND PEDESTRIAN ACCESS AND EGRESS, AND AN EASEMENT FOR UTILITY, SANITARY, AND STORM SEWER PURPOSES TO ST. JOSEPH'S CONVENT OF MERCY IN ST. LOUIS RECORDED IN BOOK 6594, PAGE 1149.

PROPERTY REFERENCE FROM MISSOURI TITLE COMPANY COMMITMENT, DATED FEBRUARY 15, 1985 AT 8:00 A.M., APPLICATION NO. 267957.

PLUMBNESS OF WALLS WAS NOT DETERMINED.

THERE ARE NO ENCROACHMENTS AS OF DATE OF SURVEY BY HEIDEMAN & ASSOCIATES, INC.

MSD BENCHMARK:

13-233 646.42 - "SQ." ON THE SOUTHERN CORNER OF A 7.5' X 7.5' CONCRETE BASE OF AN ORNAMENTAL SIGN AT THE ST. JOHN'S MERCY HOSPITAL; 365' WEST OF BALLAS ROAD AND 50' NORTH OF CONWAY ROAD ALSO 30' WEST OF CARDINAL RITTER DRIVE ENTRANCE.

ENGINEERING DECLARATION

THE INFORMATION ON THIS PLAN IS FROM EXISTING AVAILABLE DATA. THE ENGINEERING IS PRELIMINARY AND CONCEPTUAL AND SHALL NOT BE CONSTRUED AS THE FINAL DESIGN FOR CONSTRUCTION, BUT FOR PRELIMINARY COSTS AND CONCEPT ONLY. THIS PRELIMINARY IS SUBJECT TO CHANGE BASED ON COMPLETE FIELD INFORMATION, ENGINEERING CALCULATIONS, AND FUTURE AVAILABLE DATA.

Architects or Designers or Engineers Logo:
HEIDEMAN ASSOCIATES, INC.
A Zak Company
13545 Barrett Parkway Drive Suite 200
St. Louis, Missouri 63021
p 314.822.2217
f 314.822.7658
www.zakcompanies.com

No.

Date

Revisions

1

2

3

4

5

6

NAME: MICHAEL J. VELLOFF
LICENSE NUMBER: E-2000161862
DISCIPLINE: CIVIL
CORPORATION AUTHORITY NUMBER: 001194

THE SEAL OF MICHAEL J. VELLOFF ON THIS DRAWING APPLIES ONLY TO THE CIVIL ENGINEERING WORK HE DOES NOT APPLY NOR IS ANY RESPONSIBILITY TAKEN FOR ENVIRONMENTAL, GEOTECHNICAL, INCLUDING BUT NOT LIMITED TO, SLOPE STABILITY, STRUCTURAL, HVAC, PLUMBING, ELECTRICAL, FIRE PROTECTION, TRAFFIC ENGINEERING, SURVEYING, BOUNDARY AND TOPOGRAPHIC, OR ARCHITECTURAL (BUILDING OR LANDSCAPE).

STATE OF MISSOURI
MICHAEL JAMES VELLOFF
NO. E-2000161862
REGISTERED PROFESSIONAL ENGINEER

Sign & Seal

SINHS JOB NUMBER:

MERCY HOSPITAL - ST. LOUIS
615 S. Ballas Road
Creve Coeur, Missouri 63141

Date: 01/06/2017
Drawn By: MJV
Checked By: DDP
Scale:

NOTED

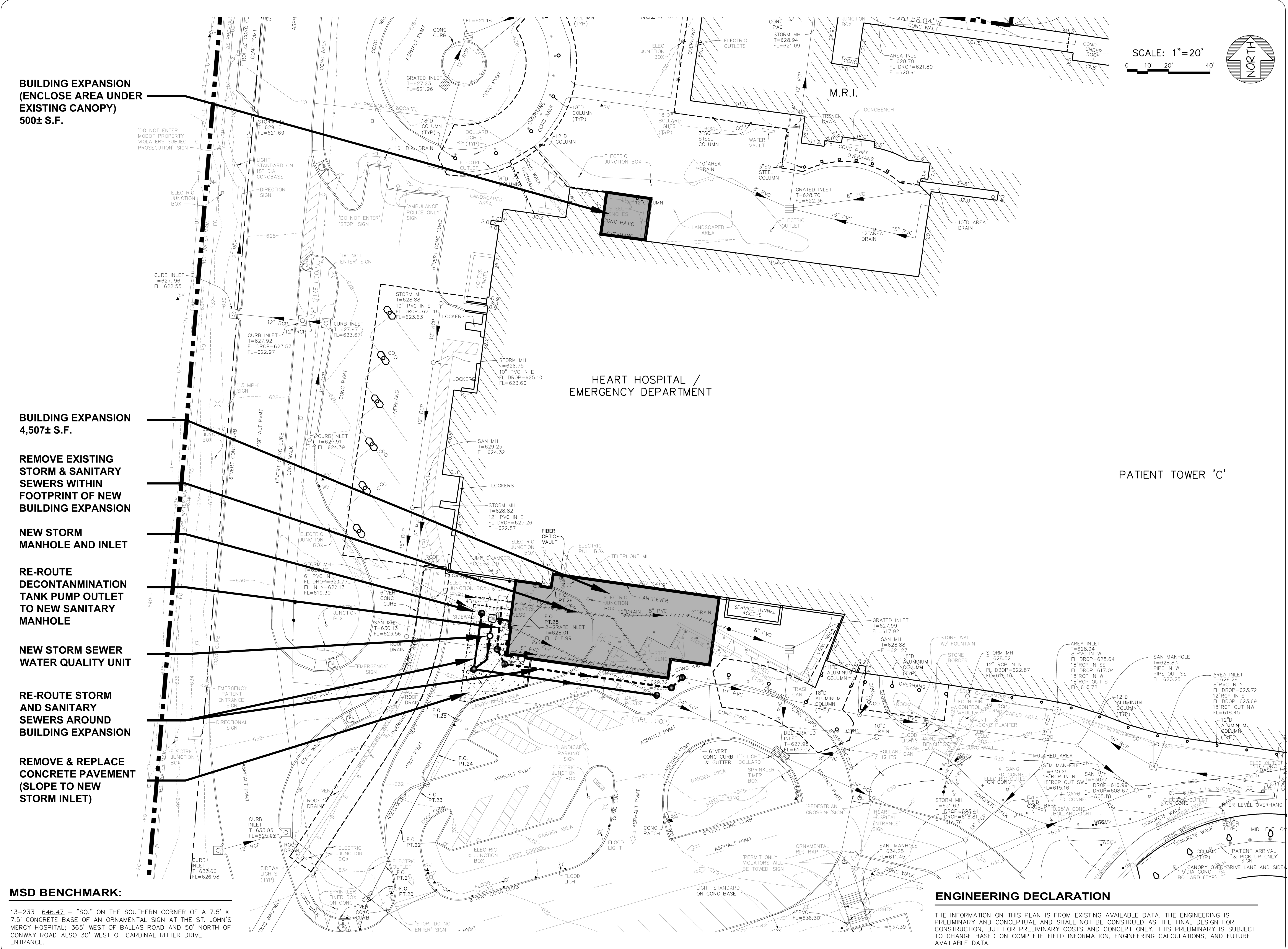
Project Name & Project Number:
Emergency Dept. Expansions

Sheet Name:
COVER SHEET

Floor No.
Site

Sheet No.
C1

14-# 161157.00



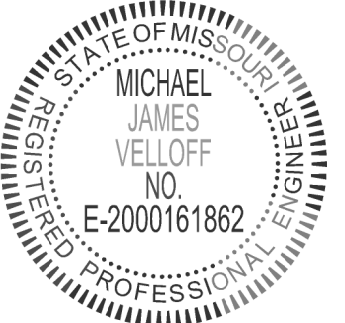
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www.zccompanies.com

No.	Date	Revisions
1		
2		
3		
4		
5		
6		

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Sign & Seal

SIMS JOB NUMBER:

Building Name:
MERCY HOSPITAL - ST. LOUIS
615 S. Ballas Road
Creve Coeur, Missouri 63141
Project Name & Project Number:
Emergency Dept. Expansions

Date:
01/06/2017
Checked By:
MJV
Scale:
NOTED

Drawn By:
DDP

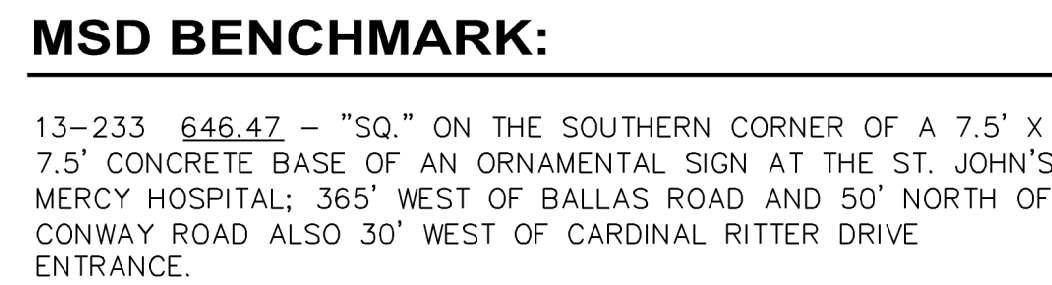
SITE / GRADING PLAN



Floor No. **Site**

Sheet No. **C2**

1424# 161157.00



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NAME: MICHAEL J. VELLOFF
 LICENSE NUMBER: E-200011682
 DISCIPLINE: CIVIL
 CORPORATION: MICHAEL BAKER CORPORATION 001914

THE SEAL OF MICHAEL J. VELLOFF ON THIS DRAWING APPLIES TO THE CHALGATE ENGINEERING DRAWING. IF DOES NOT APPLY, NO PART OF ANY RESPONSIBILITY TAKEN FOR ENVIRONMENTAL, GEOLOGICAL, GEOTECHNICAL, OR LANDSCAPE DESIGN, STABILITY, STRUCTURAL, HAZARD, PLUMBING, ELECTRICAL, FIRE PROTECTION, PLASTIC DRAINAGE, SCHEDULING, BUILDING AND TOPOGRAPHIC, OR ARCHITECTURAL, (INCLUDING OR UNLICENSED).

STATE OF MISSISSIPPI
 MICHAEL J. VELLOFF
 E-200011682
 CIVIL ENGINEER
 PROFESSIONAL

Shirley & Sonali

SWINS JOB NUMBER:

	Mercy ⁺ it
Floor No.	Site
Sheet No.	C3

REPLACE PLANTINGS
DISTURBED BY
CONSTRUCTION ACTIVITIES

REMOVE EXISTING
TREES & SHRUBS
WITHIN LIMITS OF
BUILDING EXPANSION

REPLACE PLANTINGS
DISTURBED BY
CONSTRUCTION ACTIVITIES

MSD BENCHMARK:

13-233 646.42 - "SQ." ON THE SOUTHERN CORNER OF A 7.5' X 7.5' CONCRETE BASE OF AN ORNAMENTAL SIGN AT THE ST. JOHN'S MERCY HOSPITAL; 365' WEST OF BALLAS ROAD AND 50' NORTH OF CONWAY ROAD ALSO 30' WEST OF CARDINAL RITTER DRIVE ENTRANCE.



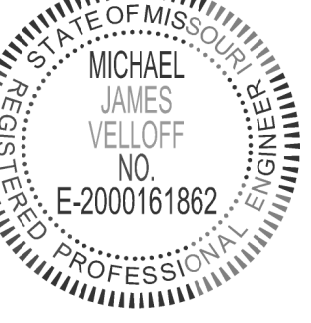
ENGINEERING DECLARATION

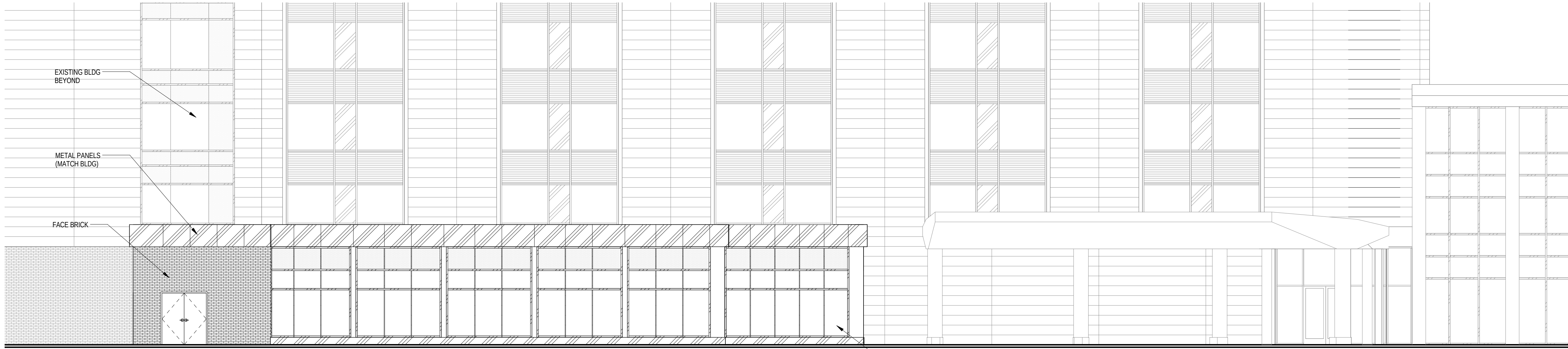
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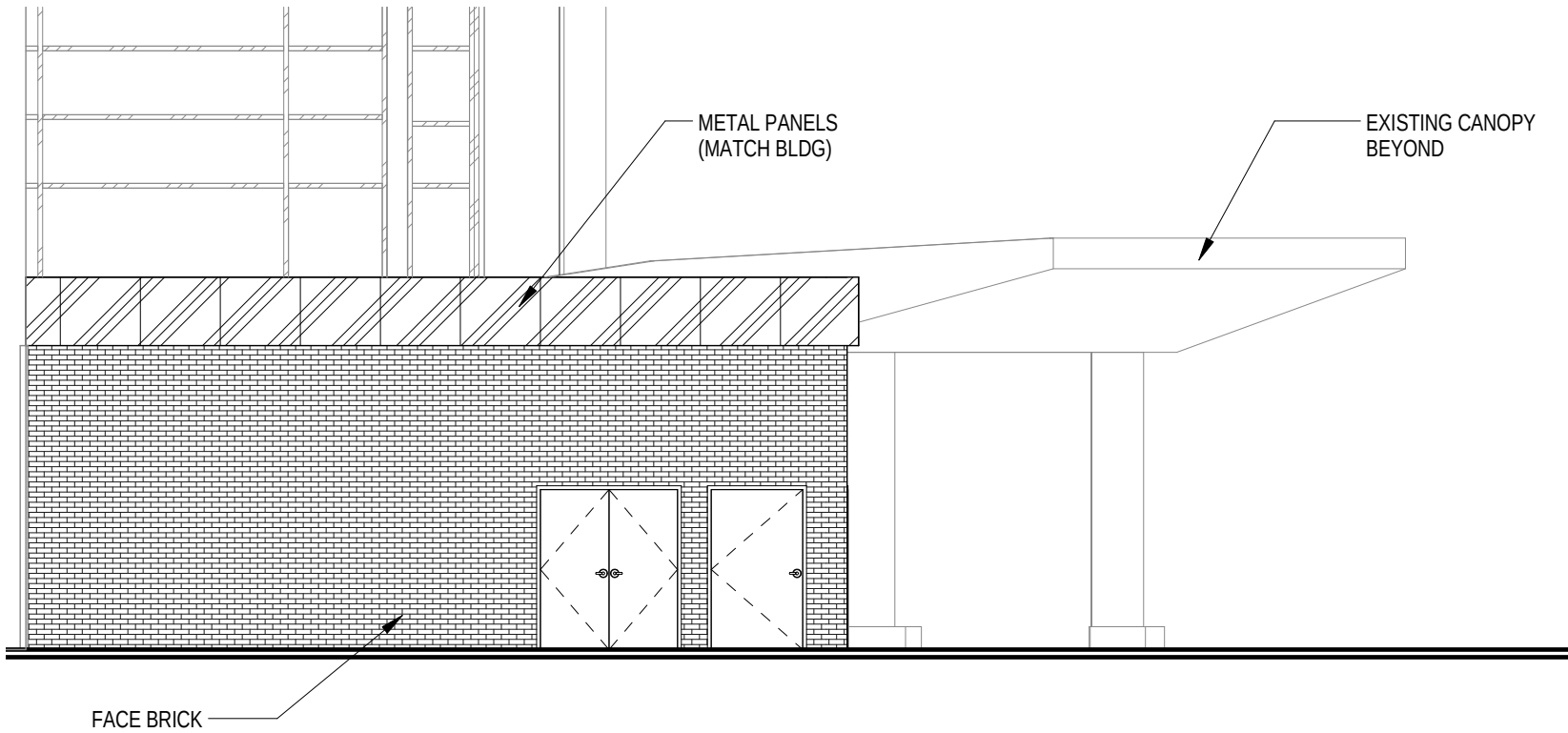
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No.	Date	Revisions
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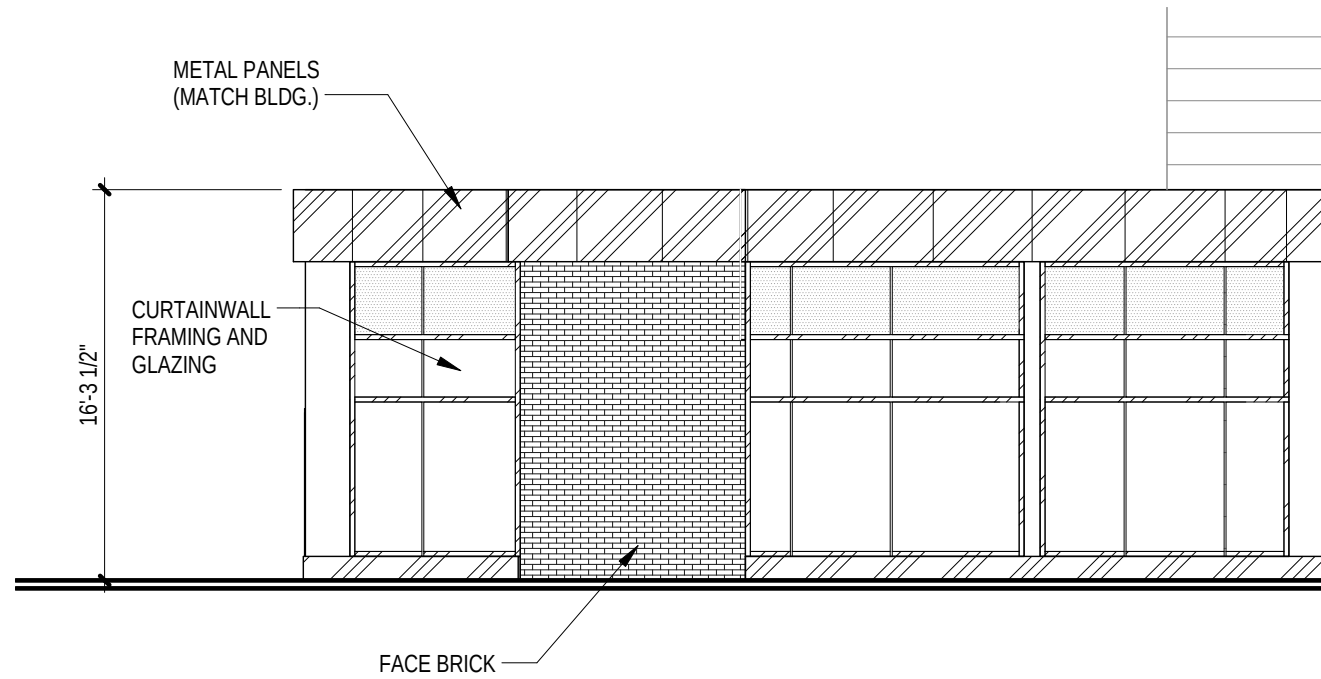
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SIGN & SEAL
SIMS JOB NUMBER:
Building Name:
MERCY HOSPITAL - ST. LOUIS
615 S. Ballas Road
Creve Coeur, Missouri 63141
Project Name & Project Number:
Emergency Dept. Expansions
Date:
01/06/2017
Drawn By:
MJV
Checked By:
DDP
Scale:
NOTED
Sheet Name:
LANDSCAPE PLAN
Floor No.:
Site
Sheet No.:
L1



1 South
1/8" = 1'-0"



2 West
1/8" = 1'-0"



3 East
1/8" = 1'-0"



4 3D VIEW



5 3D VIEW

Archimages
architecture | interiors

MO Architectural Corporation #000650
Archimages, Inc.
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(p) 314.965.7445 • (f) 314.965.7477
www.archimages-stl.com

Revision

No.

Date

Proposed:

JAMES ANTHONY HUBER
MO ARCHITECT LICENSE NO. A-055463
LICENSE EXPIRES 12-31-18

NOT FOR
CONSTRUCTION

MERCY HOSPITAL ST. LOUIS
625 New Ballas Rd. #7040, St. Louis, MO. 63141

MERCY ER ADDITION

EXTERIOR ELEVATIONS/ 3D VIEWS

16181

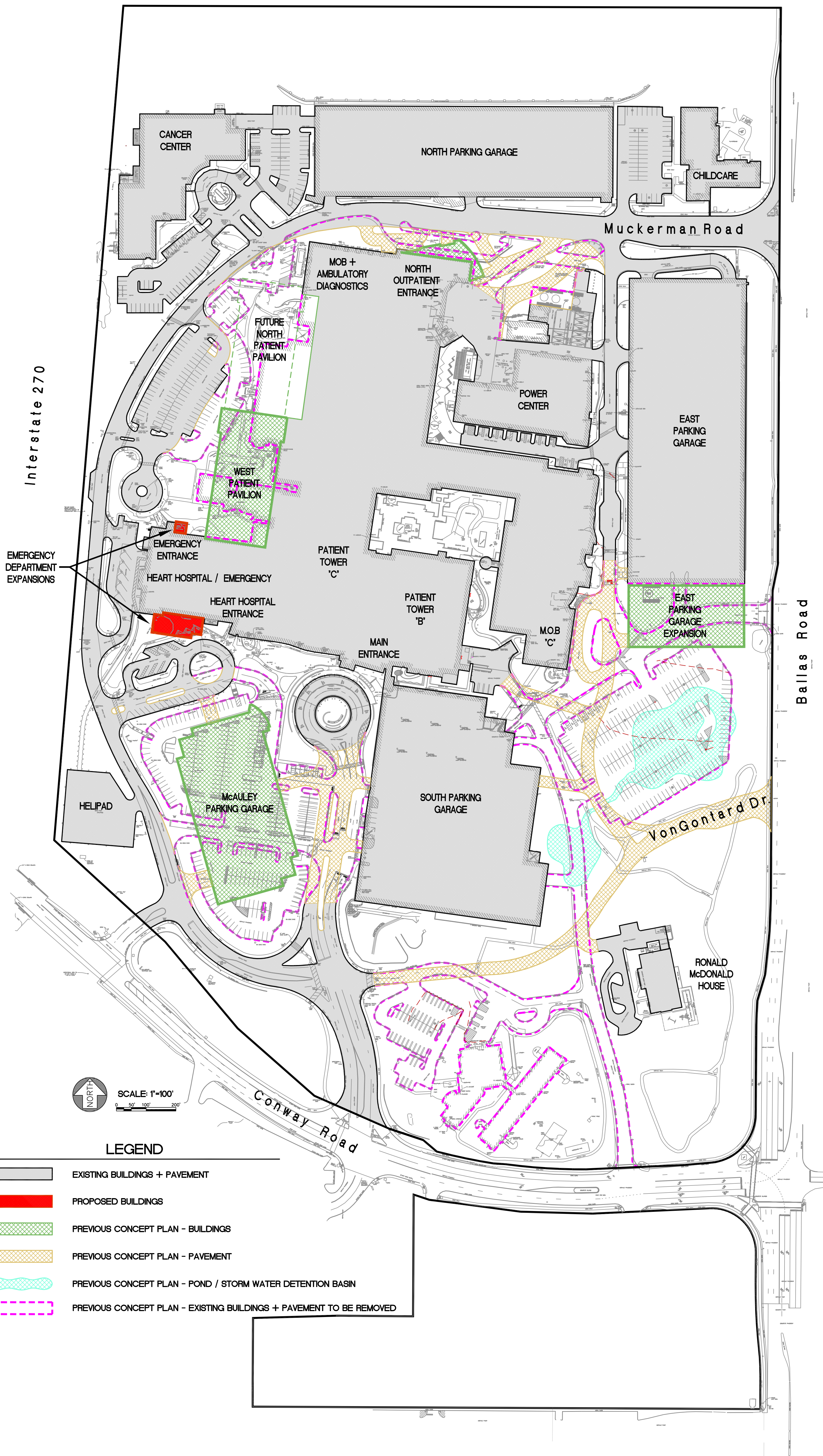
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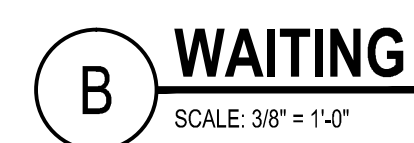
1/8" = 1'-0"

Mercy

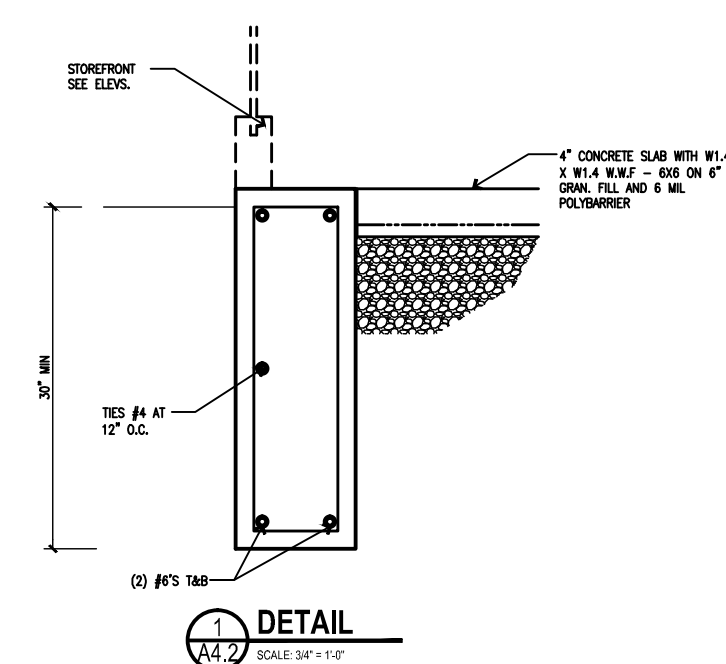
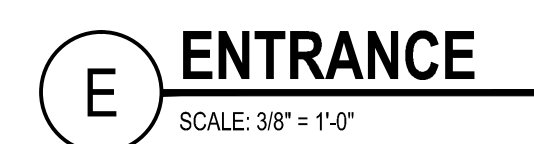
A4.0

336





D ENTRANCE
SCALE: 3/8" = 1'-0"

[illegible]

PLANNING AND ZONING COMMISSION PUBLIC HEARING

CITY OF CREVE COEUR, MISSOURI

300 NORTH NEW BALLAS ROAD

MONDAY, FEBRUARY 6, 2017

6:30 P.M.

PUBLIC HEARINGS

Application No. 17-006

Application No. 17-007

Application No. 17-003

THOSE IN ATTENDANCE:

Ms. Beth Kistner, Chair

Mr. Tim Carney

Ms. Muriel Hall

Mr. Gene Rovak

Ms. Heather Silverman

Mr. Matthew Schuh

Mr. Curtis Lee, Acting 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)974-1199

1 CHAIRMAN KISTNER: All right, next Application
2 No. 17-007: An amendment to the site concept plan and
3 site development plan approval for Mercy Hospital
4 emergency department building addition at 615 South New
5 Ballas Road.

6 And I'm going to turn it over to our --
7 Mr. Rovak. I will recuse myself since I work for Mercy.

8 MR. SCHUH: Mr. Acting Chairman, just to
9 reiterate my previous position from the last meeting where
10 Mercy came before the Council, my -- my -- my law firm has
11 a third-party contribution claim against Mercy in a case.

12 We've spoken with our legal counsel. He's not
13 find it being an absolute conflict in this case. I
14 believe I'm capably -- capable of being fair and
15 impartial. And I've actually spoken with Mercy's counsel
16 --

17 CHAIRMAN ROVAK: That's what I --

18 MR. SCHUH: -- in that case, and I've told them
19 if they have an issue with me hearing these matters, to
20 please let me know, and I've never heard back from them.

21 CHAIRMAN ROVAK: Okay. Thank you. That will be
22 in the record -- in the minutes.

23 MS. KELLY: We apologize, we forgot to note this
24 is a public hearing.

25 We would need to be sworn in.

1 CHAIRMAN ROVAK: Okay. Who do we have at this
2 time?

3 (The speakers were sworn in by the court
4 reporter.)

5 CHAIRMAN ROVAK: Okay. Applicant, on behalf of
6 the applicant.

7 MR. HUBER: I'm Jim Huber with Archimages
8 Architects.

9 We are looking at adding some small square
10 footage on to the existing ER space of the hospital.

11 So to the north of the hospital, they want to
12 enclose an outdoor area that currently is a -- has a
13 canopy over the top, and they want to close that for
14 expansion for their waiting room to the ER. It's about
15 500 square feet. It will be enclosed with aluminum glass,
16 storefront and match existing facility.

17 On the south side, they will be adding a 4,000
18 square foot addition on for ten additional exam rooms to
19 the ER. It will come out on the south side. It will be a
20 construction of brick and metal panels and aluminum
21 storefront, again, to match the existing facility on the
22 south side.

23 CHAIRMAN ROVAK: Are there any exhibits or
24 anything that you want to -- want to show us now or can
25 you wait until after the City has spoken on this or --

1 MR. HUBER: We have some exhibits -- or do you
2 have those in front of you in your packet of information?

3 CHAIRMAN ROVAK: Right. I'm looking at them.

4 MR. HUBER: So those exhibits are all there.
5 The 3D renderings of the outside of the facility are
6 there.

7 The -- on page 2 of that, on your upper
8 right-hand corner, it shows the site plan with the two
9 additions. It shows an elevation of that north side,
10 which is our storefront and metal panel.

11 CHAIRMAN ROVAK: Okay.

12 MR. HUBER: And on the bottom of that page is
13 our 3D renderings of the south side addition. And, again,
14 that shows the brick and --

15 CHAIRMAN ROVAK: All right. Thank you.

16 MR. HUBER: So that lower area then shows the 3D
17 renderings from either side of the addition. Brick on the
18 one side with metal panel at the top, and then aluminum
19 glass storefront there across the front, so.

20 CHAIRMAN ROVAK: I don't have questions. I mean
21 I read through this somewhat briefly, but nothing jumped
22 out at me.

23 MR. HUBER: Okay.

24 CHAIRMAN ROVAK: I don't know if any other of
25 the Commissioners have questions that they would like to

1 ask of the applicant? No.

2 MR. CARNEY: The only stipulation was that you
3 were going to submit a landscape plan.

4 MR. HUBER: We will to do that with our final
5 submission. Yes, we will. Yes, we will.

6 MR. CARNEY: I don't see any others.

7 CHAIRMAN ROVAK: Okay. Well, thank you.

8 We have anything on behalf of the City regarding
9 the review?

10 MS. KELLY: Whitney Kelly, City Planner, on
11 behalf of the City of Creve Coeur.

12 All site concept and site development plan
13 approvals is required by the Planning and Zoning
14 Commission, the development for any the projects within
15 the Planned Hospital District.

16 As this is over 500 square feet, it, therefore,
17 prompts our review.

18 We do foresee, this is minor addition to the
19 existing site concept plan, and that both of the additions
20 are internal to the site and will not -- will not create
21 any issue for surrounding property.

22 CHAIRMAN ROVAK: All right. Thank you.

23 Were there any other issues or conditions
24 imposed other than what we see here?

25 MR. JAGGI: I would -- I would just point out,

1 adding to Whitney's remarks from the staff.

2 We do expect and have been notified that Mercy
3 will be submitting a more extensive revision to the site
4 concept plan that will be submitted to this Commission to
5 review at a later time.

6 This site concept plan amendment is specific to
7 just these two relatively small minor additions.

8 CHAIRMAN ROVAK: Okay. And -- and for it -- the
9 forthcoming plan is not going to obviate this or supercede
10 it?

11 MR. JAGGI: No.

12 CHAIRMAN ROVAK: So this will remain? Okay.

13 MR. JAGGI: Yes, this will remain until --

14 CHAIRMAN ROVAK: That's correct.

15 MR. JAGGI: -- a new concept plan is submitted
16 for review by the City, P&Z and City Council. But that is
17 expected in the next two to three months.

18 CHAIRMAN ROVAK: All right. Thank you.

19 Are there any other -- does anybody from the
20 audience have any comments or questions?

21 Okay.

22 With none, I think entertain a motion.

23 MR. CURTIS: Yes.

24 Let me -- Chairman, if I might. I'd like to
25 introduce the notice of documentation, the notices which

1 are in the possession of the City Clerk, the specific
2 documents, the staff reports, Planning and Zoning letters
3 and minute excerpts, documents of any presenters that are
4 contained here and including all written submittals, the
5 City Code of Ordinances and the Charter, the City
6 Comprehensive Plan, and the public file regarding this
7 application, including any letters.

8 CHAIRMAN ROVAK: Thank you.

9 MR. CURTIS: Thank you, Mr. Chairman.

10 CHAIRMAN ROVAK: Okay. Ready for a motion.
11 Entertain a motion.

12 MR. CARNEY: All right.

13 I move to recommend approval of Application
14 No. 17-007 for the amendment to the site concept plan for
15 Mercy, and approval of the site development plans for the
16 emergency department addition subject to the conditions
17 and the draft resolution accompanying the staff report to
18 the meeting of February 6th, 2017.

19 CHAIRMAN ROVAK: Okay. We have a second?

20 MS. HALL: Second.

21 CHAIRMAN ROVAK: Second.

22 Call for vote.

23 Let me get my roll call correct here.

24 Okay. Mr. Carney?

25 MR. CARNEY: Aye.

1 CHAIRMAN ROVAK: Ms. Hall?

2 MS. HALL: Aye.

3 CHAIRMAN ROVAK: Ms. Silverman is not here.

4 Mr. Schuh?

5 MR. SCHUH: Aye.

6 CHAIRMAN ROVAK: Okay.

7 And the Chair votes -- Acting Chair votes aye.

8 MR. JAGGI: The resolution to approve the
9 revision to the site concept plan, site development plan,
10 will be considered by the City Council on Monday's
11 meeting, February 13.

12 MR. HUBER: Okay. Thank you.

13 CHAIRMAN ROVAK: Thank you.

14 (This ends the public hearing.)

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

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

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

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



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

Meeting: 02/13/17 07:00 PM
Department: Public Works Department
Category: Resolution
Prepared By: Matt Wohlberg
Department Head: Jim Heines

SCHEDULED

RESOLUTION

Resolution No. 1263 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Execution of the Necessary Documents for Submitting the Project Proposal Application and Later for Executing an Agreement for a Grant-In-Aid from the Federal Transportation Improvement Program Grant Commission through the Surface Transportation Program - Sub-Allocated Grant Program for Improvements to Fernview Drive.

Staff recommends that the City pursue federal grant assistance for \$250,000 of the costs to resurface Fernview Drive, generally from Gallagher Drive to Olive Boulevard. The grant funding represents approximately 69% of the estimated cost of the project. If the grant application is successful, construction for this project would be expected in FY2021.

RESOLUTION NO. 1263

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE EXECUTION OF THE NECESSARY DOCUMENTS FOR SUBMITTING THE PROJECT PROPOSAL APPLICATION AND LATER FOR EXECUTING AN AGREEMENT FOR A GRANT-IN-AID FROM THE FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM GRANT COMMISSION THROUGH THE SURFACE TRANSPORTATION PROGRAM - SUB-ALLOCATED GRANT PROGRAM FOR IMPROVEMENTS TO FERNVIEW DRIVE.

WHEREAS, the City Council deems it necessary and recognizes the need to improve its existing roadway network to serve the citizens of Creve Coeur as well as those in the metropolitan area, and

WHEREAS, the City Council recognizes this Surface Transportation Program - Sub Allocated (STP-S) Grant as an excellent opportunity to improve Fernview Drive for the benefit of the community.

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

1. Application shall be made under the STP-S Grant for a grant-in-aid to assist with a substantial portion of the costs to repave Fernview Drive, generally from Gallagher Drive to Olive Boulevard.
2. That the project proposal described herein be prepared and submitted to the STP-S Grant Commission for reimbursement.
3. The City Administrator is hereby authorized to sign and execute the necessary documents for forwarding the project proposal application for a grant-in-aid under the STP-S Grant Commission.
4. If a grant is awarded, the City of Creve Coeur will enter into an agreement or contract with the Commission regarding said grant.

Adopted this 13th day of February, 2017.

Barry Glantz
Mayor

Attest:

Resolution

Meeting of February 13, 2017

Deborah Ryan, MRCC
City Clerk



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: February 6, 2017

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works

FROM: Rich Beran, P.E., Civil Engineer
Matt Wohlberg, P.E., City Engineer

SUBJECT: Recommendation for Federal Grant Application
Fernview Drive Resurfacing Project

Staff recommends that the City pursue federal grant assistance to for roadway improvements to Fernview Drive. A resolution from the City Council supporting the grant is a requirement of the grant application.

Project Scope

The improvements to Fernview Drive will involve roadway resurfacing and some concrete curb replacement.

Sidewalks are recommended to be considered as a future improvement to Fernview Drive. Staff recommends further review and public meetings to determine the viability of installing such a sidewalk, and portions of Fernview Drive could deteriorate beyond what resurfacing can repair in the time required for this review.

If the grant application is successful, staff expects construction would be completed in FY2021.

Project Costs

Staff recommends pursuit of a federal Surface Transportation Program – Suballocated (STP-S) grant for improvements to Fernview Drive. Staff finds that the relatively high traffic along Fernview Drive and the benefits from the resurfacing would allow the City to pursue a grant for 80% of the construction cost (about 69% overall).

The anticipated costs for the Fernview Drive Improvements Project include:

Project Stage	Fiscal Year	Total Cost	Grant Funding	City Funding
Design	FY2019	\$ 50,000	\$ 0	\$ 50,000
Right of Way	FY2020	\$ 0	\$ 0	\$ 0
Construction	FY2021	\$ 312,500	\$ 250,000	\$ 62,500
	Total	\$ 362,500	\$ 250,000	\$ 112,500

Staff recommends that the City incur the cost for the design stage in order to expedite it.

Recommendation

Staff finds that the STP-S grant program offers a substantial benefit to the City. Staff recommends pursuit of a STP-S grant of \$250,000 for Fernview Drive, which would represent approximately 69% of the total cost of this project.

Attachments: Public Works Staff Memorandum 2017 Federal Grant Forecast and Recommended Applications, dated January 3, 2017.



DEPARTMENT OF PUBLIC WORKS OFFICE MEMO

DATE: January 3, 2017

TO: Jim Heines, Director of Public Works

FROM: Rich Beran, P.E., Civil Engineer
Matt Wohlberg, P.E., City Engineer

SUBJECT: 2017 Federal Grant Forecast and Recommended Applications

City staff proposes to pursue federal grant assistance for the rehabilitation of the asphalt portion of Fernview Drive as well as to reapply for the rehabilitation of the south half of Mosley Road. Grant applications are currently being accepted, and City staff expects that, should the proposal for both of these be successful, construction would occur in 2021.

Background and Grant Funding Opportunities

The East-West Gateway Council of Governments (EWG) is currently accepting applications for federal funding assistance for its annual Surface Transportation Program – Suballocated (STP-S). STP-S funds can be used for projects such as pavement preservation, highway expansion, congestion mitigation, safety, environmental mitigation, transit, and pedestrian facilities. The City of Creve Coeur has been successful in using these grant opportunities to secure financial assistance to complete projects on its arterial and collector roadways, such as Spoede Road, Conway Road, Graeser Road, and most recently, Coeur de Ville Drive. Another project, along Warson Road, is currently in the design phase with construction expected to be completed late this year.

Last year, the City applied for financial assistance to rehabilitate the southern half of Mosley Road as well as the City's section of Emerson Road. The Emerson Road application was successful while the Mosley Road application was not.

In addition to the STP-S, EWG makes available the opportunity for local governments to apply for financial assistance to construct projects that promote alternative modes of transportation. This is *not* made available on an annual basis and the funding is referred to as the Transportation Alternatives Program (TAP). It was previously called the Surface Transportation Program – Enhancements (STP-E). It was awarded to the City to construct the Olive Boulevard Decorative Lighting (from Cross Creek Drive to Mason Road) as well as the Ladue Road Sidewalk Improvements Project (from Graeser Road to Coeur de Ville Drive). In 2015, the City applied for, and was successful in obtaining, a grant to construct sidewalk along Emerson Road from Old Ballas Road to Ladue Road. Bids for this project were opened on Thursday, January 5, 2017 with construction anticipated to begin this spring. The City applied for another TAP grant for the Creve Coeur Office Park Pedestrian Improvements last year but was not successful in obtaining funding for it. EWG has made it known that another round of funding for TAP will be made available later in 2017. Staff anticipates applying for the grant once again.

Grant Scoring

East-West Gateway uses a calculated cost-effectiveness score to rank the applications for funding. This score is expressed in dollars and generally represents the federal cost per unit of benefit gained by the project. In this system, the lower the score, the higher the ranking.

The funding made available last year was approximately \$46,000,000. The cutoff for last year's round of project applications was approximately \$1,000 (projects whose score was above this were not recommended for funding).

Project Evaluation for Mosley Road

Last year's application for Mosley Road requested \$500,000 for improvements to the south "half" of the street, from Ladue Road to Mosley Acres Drive. This application was unsuccessful, because its cost-effectiveness score was determined by EWG to be \$1,097.94 and missed the \$1,000 cutoff.

The current round of available federal funding for STP-S is approximately \$35,000,000. To meet the cutoff and be recommended for funding at this threshold, the application would need to score no more than \$900. Since this cutoff is based on the cumulative dollar amount of recommended applications, it varies from year to year. Therefore, staff would recommend a score of no more than \$850 to have a reasonable chance of being successful with this year's applications.

In order to achieve a score of \$850 for improvements to the south half of Mosley Road, the City should request no more than \$440,000 in grant funding. Staff recommends a request of \$425,000 to increase the probability of being recommended for funding and to help protect against uncertainties such as the number of applications submitted by other municipalities and estimated costs of those proposed projects.

Staff has estimated EWG's cost-effectiveness score and corresponding City costs completing the Mosley Road concept plan. The scope of this project would involve roadway resurfacing, sidewalk replacements and adjustments, partial reconstruction of the hills and "S" curve to improve roadway geometry, roadway widening to provide consistent width and to avoid drains near Ladue; and drainage improvements.

Benefits. Mosley Road would be improved to be about as good as it could be within its current right of way: the pavement would be new, the sidewalk would be ADA compliant, and the geometry of the road would be brought to standard.

Concerns. The project would need to have several utility poles moved to accommodate the widening on the south end. The amount of land disturbance would likely require stormwater mitigation, and easements are needed from several properties in order to accommodate the envisioned drainage swales. Easements are needed from more properties in this project than any other the City has completed recently.

The project and scoring were evaluated for the entire length of Mosley Road (Ladue Road to Olive Boulevard), south half (Ladue Road to Mosley Acres Drive, and north half (Mosley Acres Drive to Olive Boulevard)

When estimating the EWG scoring for a project that involves only half of Mosley Road, the maximum amount the City should request (based on a cost-effectiveness score of \$850) is approximately \$425,000. If the project is pursued in two phases, this same amount could be requested for each half of the project, for a total grant amount of \$850,000. When staff estimated the scoring of a project that involved the entire length of Mosley Road, the maximum amount that should be requested was found to be \$500,000. Considering this, staff does not recommend applying for a grant to rehabilitate all of Mosley Road as a single project.

The anticipated costs for implementing the Mosley Road Concept Plan in two phases are outlined below, as is the City's share in each project.

<u>Project Phase</u>	<u>South Half</u>	<u>North Half</u>
<i>Design</i>	\$ 75,000	\$ 75,000
<i>Right of Way</i>	\$ 50,000	\$ 50,000
<i>Construction</i>	\$568,000	\$634,200
<i>Total</i>	\$693,000	\$759,200
 <i>Grant Amount</i>	 \$425,000	 \$425,000
Cost to City	\$268,000	\$334,200

Staff also evaluated the costs to the City if the project was not part of a federal grant and if the scope of work included only resurfacing the pavement, selective sidewalk replacement, and new curb ramps. This would not require design by a consultant, and no additional right of way would be needed since there would be no corrections made to the horizontal curves. This is summarized below:

	<u>South Half</u>	<u>North Half</u>
Cost to City	\$306,900	\$302,800

Staff has concluded that the best value for the City would be to apply for a grant to rehabilitate the south half of Mosley Road in the current round and to apply for the north half of Mosley Road in the next round. The overall cost to the City for the two projects is nearly equal to the cost of simply resurfacing Mosley Road as a City-funded project, but the improvements that would be made through the grant-subsidized project would be significant. Despite the need to pay for design, and perhaps easements, the value of the grant project remains greater.

That said, Mosley Road cannot last forever without significant improvements. If the City is unsuccessful with this application for a grant, then staff recommends that the City consider resurfacing Mosley Road in the near future outside of the grant framework.

Fernview Drive Project and Evaluation

The asphalt pavement of Fernview Drive (from Olive Boulevard to Gallagher Road) is deteriorating and in need of resurfacing. The City was recently successful in obtaining a change of the road's functional classification to make it eligible for federal funding along with several others. Staff finds it as an excellent opportunity to resurface Fernview Drive at a greatly reduced cost to the City by performing the work through the STP-S grant.

Staff has evaluated the EWG scoring methodology for a roadway project along Fernview Drive and found that to meet the recommended score of \$850 as mentioned previously, the City should request no more than \$320,000 with the grant application.

After internal discussions, pavement core testing, and site reviews, staff developed a preliminary scope and construction cost estimate for the project. The notable improvements envisioned for Fernview Drive include a 2" mill and overlay of the asphalt pavement. For federal funding eligibility, these improvements will require professional engineering design and the development of roadway construction plans that detail the various aspects of the project. The proposed roadway improvement project is expected to cost approximately \$362,000 (projected for 2021 construction), as follows:

Survey and Engineering	\$ 50,000
Roadway Improvements.....	\$ 302,000
Landscape and Streetscape Improvements.....	\$ 10,000
Total Cost	\$ 362,000

Staff recommends to seek federal funds for only the construction portion of the project. The maximum amount of federal funds requested for any phase of the project is 80%. This amounts to approximately \$250,000. Doing so would result in an estimated cost-effectiveness score of approximately \$662 – an excellent score and likely one to receive a funding recommendation from EWG. The total cost to the City would be \$112,000.

Based on the estimated cost-effectiveness score, staff believes it to be a good opportunity to incorporate enhancement elements into the project, such as decorative lighting to replace the old light poles along the current roadway. A preliminary cost estimate for the enhanced project is as follows:

Survey and Engineering	\$ 61,000
Roadway Improvements.....	\$ 302,000
Landscape and Streetscape Improvements.....	\$ 208,000
Total Cost	\$ 571,000

Again, only construction costs would be recommended for federal funding. At 80% reimbursement, this would result in a request for \$408,000 and an estimated cost-effectiveness score of approximately \$1,080 – too high to be recommended for funding. Therefore, staff would recommend a request for \$300,000 which results in an estimated cost-effectiveness score of approximately \$795 – still below the \$850 recommended score to have a reasonable chance of recommendation for grant funding. The total cost to the City would be \$271,000.

Similarly to the Mosley Road evaluation, staff evaluated the costs should the project be funded entirely by the City. A project to resurface Fernview Drive – without lighting improvements - is estimated to cost approximately \$300,000. Therefore, staff would recommend pursuing a grant application that would include decorative lighting along Fernview Drive in addition to the resurfacing. The additional improvements would still cost less to the City than an internal project without those improvements.

Recommendation

The City has found considerable success with federal grant funding for roadway improvements, including projects to resurface Spoede Road, Conway Road, and Graeser Road. Given the funding opportunity and the size of the proposed projects, City staff recommends pursuit of STP grant funding for two projects in the current application round: 1.) improvements to Fernview Drive, to include decorative lighting, and 2.) a re-application of the concept plan improvements to the south half of Mosley Road.



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

Meeting: 02/13/17 07:00 PM
Department: Public Works Department
Category: Resolution
Prepared By: Matt Wohlberg
Department Head: Jim Heines

SCHEDULED

RESOLUTION

Resolution No. 1264 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Execution of the Necessary Documents for Submitting the Project Proposal Application and Later for Executing an Agreement for a Grant-In-Aid from the Federal Transportation Improvement Program Grant Commission through the Surface Transportation Program – Sub-Allocated Grant Program for the Mosley Road Improvement Project – Phase 1.

Staff recommends that the City pursue a federal grant to fund up to \$425,000 of the costs to improve Mosley Road. The grant amount represents approximately 60% of the estimated cost of the project. This project would be the first of two phases and would involve Mosley Road from Ladue Road to Mosley Acres Drive. If the grant application is successful, construction of this project would be expected in FY2021.

RESOLUTION NO. 1264

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE EXECUTION OF THE NECESSARY DOCUMENTS FOR SUBMITTING THE PROJECT PROPOSAL APPLICATION AND LATER FOR EXECUTING AN AGREEMENT FOR A GRANT-IN-AID FROM THE FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM GRANT COMMISSION THROUGH THE SURFACE TRANSPORTATION PROGRAM - SUB-ALLOCATED GRANT PROGRAM FOR THE MOSLEY ROAD IMPROVEMENT PROJECT - PHASE 1.

WHEREAS, the City Council deems it necessary and recognizes the need to improve its existing roadway network to serve the citizens of Creve Coeur as well as those in the metropolitan area, and

WHEREAS, the City Council recognizes this Surface Transportation Program - Sub Allocated (STP-S) Grant as an excellent opportunity to improve Mosley Road for the benefit of the community.

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

1. Application shall be made under the STP-S Grant for a grant-in-aid to assist with a substantial portion of the costs to repave, reshape, and otherwise improve Mosley Road and its sidewalks, generally from Ladue Road to Mosley Acres Drive.
2. That the project proposal described herein be prepared and submitted to the STP-S Grant Commission for reimbursement.
3. The City Administrator is hereby authorized to sign and execute the necessary documents for forwarding the project proposal application for a grant-in-aid under the STP-S Grant Commission.
4. If a grant is awarded, the City of Creve Coeur will enter into an agreement or contract with the Commission regarding said grant.

Adopted this 13th day of February, 2017.

Barry Glantz
Mayor

Attest:

Resolution

Meeting of February 13, 2017

Deborah Ryan, MPCC
City Clerk



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: February 6, 2017

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works

FROM: Rich Beran, P.E., Civil Engineer
Matt Wohlberg, P.E., City Engineer

SUBJECT: Recommendation for Federal Grant Application
Mosley Road Improvements – Phase 1

Staff recommends that the City pursue federal grant assistance for roadway and sidewalk improvements to Mosley Road. A resolution from the City Council supporting the grant is a requirement of the grant application.

Project Scope

The improvements to Mosley Road will involve roadway resurfacing, adjustments to vertical and horizontal curves, minor widening, and pedestrian accessibility updates. These improvements are planned in two phases, with Phase 1 from Ladue Road to Mosley Acres Drive and Phase 2 from Mosley Acres Drive to Olive Boulevard.

If successful with the recommended grant application, construction of the Phase 1 improvements would be completed in FY2021.

Project Costs

Staff recommends pursuit of a federal Surface Transportation Program – Suballocated (STP-S) grant for improvements to Mosley Road. While these improvements technically qualify for 80% grant reimbursement, the increasingly competitive grant process has reduced the amount that the City can expect to get for this project to about 60% of the project cost.

The anticipated costs for the Phase 1 of the Mosley Road Improvements Project include:

Project Stage	Fiscal Year	Total Cost	Grant Funding	City Funding
Design	FY2019	\$ 75,000	\$ 0	\$ 75,000
Right of Way	FY2020	\$ 50,000	\$ 0	\$ 50,000
Construction	FY2021	\$ 568,000	\$ 425,000	\$ 143,000
	Total	\$ 693,000	\$ 425,000	\$ 268,000

Staff recommends pursuing grant funding for only the construction stage in order to expedite the design and right-of-way stages of the project.

Recommendation

Staff finds that the STP-S grant program offers a substantial benefit to the City. Staff recommends pursuit of a STP-S grant of \$425,000 for Phase 1 of Mosley Road, which would represent approximately 61% of the total cost of this project.

Attachments: Public Works Staff Memorandum 2017 Federal Grant Forecast and Recommended Applications, dated January 3, 2017.



DEPARTMENT OF PUBLIC WORKS OFFICE MEMO

DATE: January 3, 2017

TO: Jim Heines, Director of Public Works

FROM: Rich Beran, P.E., Civil Engineer
Matt Wohlberg, P.E., City Engineer

SUBJECT: 2017 Federal Grant Forecast and Recommended Applications

City staff proposes to pursue federal grant assistance for the rehabilitation of the asphalt portion of Fernview Drive as well as to reapply for the rehabilitation of the south half of Mosley Road. Grant applications are currently being accepted, and City staff expects that, should the proposal for both of these be successful, construction would occur in 2021.

Background and Grant Funding Opportunities

The East-West Gateway Council of Governments (EWG) is currently accepting applications for federal funding assistance for its annual Surface Transportation Program – Suballocated (STP-S). STP-S funds can be used for projects such as pavement preservation, highway expansion, congestion mitigation, safety, environmental mitigation, transit, and pedestrian facilities. The City of Creve Coeur has been successful in using these grant opportunities to secure financial assistance to complete projects on its arterial and collector roadways, such as Spoede Road, Conway Road, Graeser Road, and most recently, Coeur de Ville Drive. Another project, along Warson Road, is currently in the design phase with construction expected to be completed late this year.

Last year, the City applied for financial assistance to rehabilitate the southern half of Mosley Road as well as the City's section of Emerson Road. The Emerson Road application was successful while the Mosley Road application was not.

In addition to the STP-S, EWG makes available the opportunity for local governments to apply for financial assistance to construct projects that promote alternative modes of transportation. This is *not* made available on an annual basis and the funding is referred to as the Transportation Alternatives Program (TAP). It was previously called the Surface Transportation Program – Enhancements (STP-E). It was awarded to the City to construct the Olive Boulevard Decorative Lighting (from Cross Creek Drive to Mason Road) as well as the Ladue Road Sidewalk Improvements Project (from Graeser Road to Coeur de Ville Drive). In 2015, the City applied for, and was successful in obtaining, a grant to construct sidewalk along Emerson Road from Old Ballas Road to Ladue Road. Bids for this project were opened on Thursday, January 5, 2017 with construction anticipated to begin this spring. The City applied for another TAP grant for the Creve Coeur Office Park Pedestrian Improvements last year but was not successful in obtaining funding for it. EWG has made it known that another round of funding for TAP will be made available later in 2017. Staff anticipates applying for the grant once again.

Grant Scoring

East-West Gateway uses a calculated cost-effectiveness score to rank the applications for funding. This score is expressed in dollars and generally represents the federal cost per unit of benefit gained by the project. In this system, the lower the score, the higher the ranking.

The funding made available last year was approximately \$46,000,000. The cutoff for last year's round of project applications was approximately \$1,000 (projects whose score was above this were not recommended for funding).

Project Evaluation for Mosley Road

Last year's application for Mosley Road requested \$500,000 for improvements to the south "half" of the street, from Ladue Road to Mosley Acres Drive. This application was unsuccessful, because its cost-effectiveness score was determined by EWG to be \$1,097.94 and missed the \$1,000 cutoff.

The current round of available federal funding for STP-S is approximately \$35,000,000. To meet the cutoff and be recommended for funding at this threshold, the application would need to score no more than \$900. Since this cutoff is based on the cumulative dollar amount of recommended applications, it varies from year to year. Therefore, staff would recommend a score of no more than \$850 to have a reasonable chance of being successful with this year's applications.

In order to achieve a score of \$850 for improvements to the south half of Mosley Road, the City should request no more than \$440,000 in grant funding. Staff recommends a request of \$425,000 to increase the probability of being recommended for funding and to help protect against uncertainties such as the number of applications submitted by other municipalities and estimated costs of those proposed projects.

Staff has estimated EWG's cost-effectiveness score and corresponding City costs completing the Mosley Road concept plan. The scope of this project would involve roadway resurfacing, sidewalk replacements and adjustments, partial reconstruction of the hills and "S" curve to improve roadway geometry, roadway widening to provide consistent width and to avoid drains near Ladue; and drainage improvements.

Benefits. Mosley Road would be improved to be about as good as it could be within its current right of way: the pavement would be new, the sidewalk would be ADA compliant, and the geometry of the road would be brought to standard.

Concerns. The project would need to have several utility poles moved to accommodate the widening on the south end. The amount of land disturbance would likely require stormwater mitigation, and easements are needed from several properties in order to accommodate the envisioned drainage swales. Easements are needed from more properties in this project than any other the City has completed recently.

The project and scoring were evaluated for the entire length of Mosley Road (Ladue Road to Olive Boulevard), south half (Ladue Road to Mosley Acres Drive, and north half (Mosley Acres Drive to Olive Boulevard)

When estimating the EWG scoring for a project that involves only half of Mosley Road, the maximum amount the City should request (based on a cost-effectiveness score of \$850) is approximately \$425,000. If the project is pursued in two phases, this same amount could be requested for each half of the project, for a total grant amount of \$850,000. When staff estimated the scoring of a project that involved the entire length of Mosley Road, the maximum amount that should be requested was found to be \$500,000. Considering this, staff does not recommend applying for a grant to rehabilitate all of Mosley Road as a single project.

The anticipated costs for implementing the Mosley Road Concept Plan in two phases are outlined below, as is the City's share in each project.

<u>Project Phase</u>	<u>South Half</u>	<u>North Half</u>
<i>Design</i>	\$ 75,000	\$ 75,000
<i>Right of Way</i>	\$ 50,000	\$ 50,000
<i>Construction</i>	\$568,000	\$634,200
<i>Total</i>	\$693,000	\$759,200
 <i>Grant Amount</i>	 \$425,000	 \$425,000
Cost to City	\$268,000	\$334,200

Staff also evaluated the costs to the City if the project was not part of a federal grant and if the scope of work included only resurfacing the pavement, selective sidewalk replacement, and new curb ramps. This would not require design by a consultant, and no additional right of way would be needed since there would be no corrections made to the horizontal curves. This is summarized below:

	<u>South Half</u>	<u>North Half</u>
Cost to City	\$306,900	\$302,800

Staff has concluded that the best value for the City would be to apply for a grant to rehabilitate the south half of Mosley Road in the current round and to apply for the north half of Mosley Road in the next round. The overall cost to the City for the two projects is nearly equal to the cost of simply resurfacing Mosley Road as a City-funded project, but the improvements that would be made through the grant-subsidized project would be significant. Despite the need to pay for design, and perhaps easements, the value of the grant project remains greater.

That said, Mosley Road cannot last forever without significant improvements. If the City is unsuccessful with this application for a grant, then staff recommends that the City consider resurfacing Mosley Road in the near future outside of the grant framework.

Fernview Drive Project and Evaluation

The asphalt pavement of Fernview Drive (from Olive Boulevard to Gallagher Road) is deteriorating and in need of resurfacing. The City was recently successful in obtaining a change of the road's functional classification to make it eligible for federal funding along with several others. Staff finds it as an excellent opportunity to resurface Fernview Drive at a greatly reduced cost to the City by performing the work through the STP-S grant.

Staff has evaluated the EWG scoring methodology for a roadway project along Fernview Drive and found that to meet the recommended score of \$850 as mentioned previously, the City should request no more than \$320,000 with the grant application.

After internal discussions, pavement core testing, and site reviews, staff developed a preliminary scope and construction cost estimate for the project. The notable improvements envisioned for Fernview Drive include a 2" mill and overlay of the asphalt pavement. For federal funding eligibility, these improvements will require professional engineering design and the development of roadway construction plans that detail the various aspects of the project. The proposed roadway improvement project is expected to cost approximately \$362,000 (projected for 2021 construction), as follows:

Survey and Engineering	\$ 50,000
Roadway Improvements.....	\$ 302,000
Landscape and Streetscape Improvements.....	\$ 10,000
Total Cost	\$ 362,000

Staff recommends to seek federal funds for only the construction portion of the project. The maximum amount of federal funds requested for any phase of the project is 80%. This amounts to approximately \$250,000. Doing so would result in an estimated cost-effectiveness score of approximately \$662 – an excellent score and likely one to receive a funding recommendation from EWG. The total cost to the City would be \$112,000.

Based on the estimated cost-effectiveness score, staff believes it to be a good opportunity to incorporate enhancement elements into the project, such as decorative lighting to replace the old light poles along the current roadway. A preliminary cost estimate for the enhanced project is as follows:

Survey and Engineering	\$ 61,000
Roadway Improvements.....	\$ 302,000
Landscape and Streetscape Improvements.....	\$ 208,000
Total Cost	\$ 571,000

Again, only construction costs would be recommended for federal funding. At 80% reimbursement, this would result in a request for \$408,000 and an estimated cost-effectiveness score of approximately \$1,080 – too high to be recommended for funding. Therefore, staff would recommend a request for \$300,000 which results in an estimated cost-effectiveness score of approximately \$795 – still below the \$850 recommended score to have a reasonable chance of recommendation for grant funding. The total cost to the City would be \$271,000.

Similarly to the Mosley Road evaluation, staff evaluated the costs should the project be funded entirely by the City. A project to resurface Fernview Drive – without lighting improvements - is estimated to cost approximately \$300,000. Therefore, staff would recommend pursuing a grant application that would include decorative lighting along Fernview Drive in addition to the resurfacing. The additional improvements would still cost less to the City than an internal project without those improvements.

Recommendation

The City has found considerable success with federal grant funding for roadway improvements, including projects to resurface Spoede Road, Conway Road, and Graeser Road. Given the funding opportunity and the size of the proposed projects, City staff recommends pursuit of STP grant funding for two projects in the current application round: 1.) improvements to Fernview Drive, to include decorative lighting, and 2.) a re-application of the concept plan improvements to the south half of Mosley Road.



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

Meeting: 02/13/17 07:00 PM
Department: Public Works Department
Category: Resolution
Prepared By: Jim Heines
Department Head: Jim Heines

SCHEDULED

RESOLUTION

Resolution No. 1265 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Execution of a Contract with Archimages, Inc. to Perform as the Architectural Design Consultant and Head of the Design Team for the Proposed Police Building and Associated Site Work for a Fee of \$702,322 and Up to \$10,000 in Expenses.

The approval of this Resolution will allow the City Administrator to enter into a contract agreement with Archimages to provide Architectural and Site Design Services for the construction of the new Police building and associated site improvements.

Resolution

Meeting of February 13, 2017

RESOLUTION NO. 1265

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE EXECUTION OF A CONTRACT WITH ARCHIMAGES, INC. TO PERFORM AS THE ARCHITECTURAL DESIGN CONSULTANT AND HEAD OF THE DESIGN TEAM FOR THE PROPOSED POLICE BUILDING AND ASSOCIATED SITE WORK FOR A FEE OF \$702,322 AND UP TO \$10,000 IN EXPENSES.

WHEREAS, the City has completed an analysis of the space requirements at the Creve Coeur Government Center; and

WHEREAS, based on the analysis City Council and the residents of Creve Coeur by approval of "Proposition P" are in support of the construction of a new Police Building and associated site work; and

WHEREAS, staff is recommending to secure the services of an Architectural Design Team to perform all design aspects of the proposed Police Building and associated site construction; and

WHEREAS, firms offering these professional services have been competitively vetted per the requirements outlined in the City of Creve Coeur Code of Ordinances as well as the Missouri State Statutes.

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

Section 1.

The scope and fee proposal in the agreement with Archimages, Inc., attached hereto as the "Contract," "Exhibit A," and "Exhibit B" with a **Lump-Sum contract of \$702,322 for Design Services and a \$10,000 Not to Exceed for reimbursables for Not to Exceed total of \$712,322**, 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 "Exhibits A and B," 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 13th day of February, 2017.

Barry Glantz Mayor

Attest:

Deborah Ryan, MPCC
City Clerk

DRAFT AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the «Seventh» day of «February» in the year «2017.»
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

«City of Creve Coeur»
«300 North New Ballas Road »
«Creve Coeur, MO 63141 »
« »

and the Architect:
(Name, legal status, address and other information)

«Archimages»
«143 W. Clinton Place »
« St. Louis, MO 63122 »
« »

for the following Project:
(Name, location and detailed description)

New Police Facility located on the existing government center site.
in Creve Coeur, Missouri
The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

« »

§ 1.2 The Owner's anticipated dates for the receipt of final bid documents shall be

«No later than November 1, 2017»

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 By execution of this Contract, the Architect represents and agrees that (a) it is an experienced and registered architectural firm having the ability and skill necessary to perform all the services required of it under this Contract in connection with the design and construction phase services of a project having the scope and complexity of the Project contemplated herein; (b) it has the capabilities and resources necessary to perform its obligations hereunder; and (c) it is familiar with all current laws, rules and regulations which are applicable to the design and construction

phase services of the Project (such laws, rules and regulations including, but not limited to: appropriate local ordinances, requirements of building codes of city, county, state and federal authorities which are applicable to the Project, local utility laws, rules and regulations and appropriate orders and interpretations by governing public authorities of such ordinances, requirements, laws, rules and regulations in effect at the time of commencement of the Architect's services on the project), and that all drawings, plans, specifications and other documents prepared by the Architect must be prepared in accordance with, and must accurately reflect and incorporate, appropriate laws, rules and regulations.

The Architect hereby represents and agrees that the plans, drawings, specifications and other documents prepared by it pursuant to this Contract must be completed and functional for the purposes intended, except as to any deficiencies which are due to causes beyond the control of the Architect, and that the project, if constructed in accordance with such plans, drawings, specifications and other documents, will be structurally sound and a complete and properly functioning facility suitable for the purposes for which it is intended.

The Architect, in consideration of the Fee specified hereinafter, conveys and agrees to perform, in connection with this Project, with the assistance of competent registered professional staff and/or sub consultants including, but not limited to, architect, structural engineer, civil engineer, mechanical engineer, electrical engineer and any others as necessary, to complete the professional services as detailed herein or in any additional contract Attachments/Exhibits.

The Architect agrees to act in a reasonable, responsive and timely manner in the performance of all services under this Contract.

The Architect is responsible for the coordination of all drawings and other design documents relating to the Architect's project design, regardless of whether such drawings and documents are prepared by the Architect or by the Architect's consultants. If preliminary or design development work has been performed by others, the Architect is nevertheless fully responsible for and accepts full responsibility for such earlier work when the Architect performs subsequent phases of the Basic Services, as fully as if the preliminary, schematic, and design development work had been performed by the Architect itself. The Architect is responsible for coordination and internal checking of all design documents and for the accuracy of all dimensional, layout and specified information contained therein, as fully as if each document were prepared by the Architect. The Architect is responsible for the completeness and accuracy of all documents, including drawings and specifications, submitted by or through the Architect and for their compliance with all applicable codes, ordinances, regulations, laws and statutes.

The Architect's liability for errors and omissions under this Contract will be interpreted consistent with the standard of care under Missouri Law applicable to professional architects and engineers.

Attached hereto and made a part of this Contract as Exhibit B is the Construction Contract Award Price (herein after referred to as CCAP) for the facility and fixed equipment. The CCAP for this Project, or designated portion thereof, may be modified in writing only in the form of a Design Adjustment. The Architect must prepare drawings, specification and other documents necessary so that the construction contract bid from a responsive, responsible bidding contractor will be within the CCAP. By signature of this Agreement, the Architect acknowledges and agrees that the project can be constructed by a construction contract within the CCAP.

With each Design Phase submittal and each interim, revision or subsequent design submittal of the Architect to the Owner, for each part, the Architect must make the following certification in writing, and which will be implied if not expressly stated:

"In my/our professional opinion, the plans, drawings, specifications, and other documents submitted herewith, have been: (a) prepared in accordance with the architectural Services Agreement; (b) are in compliance with appropriate codes and standards; (c) fulfill the Agreement requirements and (d) the work indicated by them may be purchased by the Owner in a construction contract or contracts, the total price of which will not exceed the Construction Contract Award Price as indicated in Exhibit B and may be constructed completely within the CCAP."

The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall

perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect hereby identifies R. Gregory Garner as a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement.
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

- .1 General Liability**
 - (a) Commercial general liability insurance: Including Death and coverage for Premises, Operations Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors. Such coverage shall apply to Bodily Injury and Property Damage on an "Occurrence Form Basis" with limits of Three Million Dollars (\$3,000,000) for all claims arising out of a single accident or occurrence and One Million Dollars (\$1,000,000) for any one person in a single accident or occurrence.
- .2 Automobile Liability**

Covering Death, Bodily Injury and Property Damage for owned, non owned and hired vehicles with limits of \$3,000,000 for all claims arising out of a single accident or occurrence and \$1,000,000 for any one person in a single accident or occurrence.
- .3 Workers' Compensation**

Statutory Coverage per R.S.MO 287.010. et seq.
- .4 Professional Liability**

Professional Liability insurance coverage in the amount of \$1,000,000.

All insurance policies shall be primary policies with bona fide insurer maintaining at a minimum an "A" rating. CGL policy shall name Owner and related parties as additional insureds. The policies shall provide that the insurance companies shall notify Owner at least thirty (30) days in advance of the effective date of any modification or termination of the policy. The Firm shall provide Owner, prior to execution of an Agreement and upon its request from time to time, proof of insurance evidencing the coverage above issued by insurance companies authorized to conduct business under the laws of the State of Missouri.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall provide an estimate of the Cost of the Work, including Mechanical, Electrical, Plumbing, Fire Protection, Low Voltage, Audio Visual, Security, Data and Furniture estimates

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work including for the Mechanical, Electrical, Plumbing, Fire Protection, Low Voltage, Audio Visual, Security, Data and Furniture scopes of work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work including Mechanical, Electrical, Plumbing, Fire Protection, Low Voltage, Audio Visual, Security, Data and Furniture estimates .

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 attending and assisting with a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 attending and assisting with the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and

from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety

precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time

3.6.5.2 The Architect shall also prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawing and Specification to describe the Work to be added, deleted or modified in accordance with Article 4. Preparation of Change Orders which are not initiated by the Owner shall be included in the compensation computed in Article 11, at no additional cost to the Owner, unless the Owner, in its reasonable discretion, agrees to additional compensation for good cause shown by the Architect with the Contract Documents.

§ 3.6.5.3 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

3.6.6.6. The Architect shall be responsible for a complete evaluation of the Project during the eleventh (11th) month after Substantial Completion. Such services shall be furnished without additional charge. Furthermore, the Architect shall report all deficiencies observed during said evaluation and shall be responsible for inspection and verifying the correction of said deficiencies.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™–2009)	A	
§ 4.1.2 Multiple preliminary designs	A	
§ 4.1.3 Measured drawings	NA	
§ 4.1.4 Existing facilities surveys	NA	
§ 4.1.5 Site Evaluation and Planning (B203™–2007)	A	
§ 4.1.6 Building Information Modeling (E202™–2008)	A	
§ 4.1.7 Civil engineering	A	
§ 4.1.8 Landscape design	A	
§ 4.1.9 Architectural Interior Design (B252™–2007)	A	
§ 4.1.10 Value Analysis (B204™–2007)	NA	
§ 4.1.11 Detailed cost estimating	A	MEPFP, AV, Security, Furniture
§ 4.1.12 On-site Project Representation (B207™–2008)	NA	
§ 4.1.13 Conformed construction documents	NA	
§ 4.1.14 As-Designed Record drawings	A	
§ 4.1.15 As-Constructed Record drawings	A	Per General Contractor Mark ups
§ 4.1.16 Post occupancy evaluation	A	
§ 4.1.17 Facility Support Services (B210™–2007)	NA	
§ 4.1.18 Tenant-related services	NA	
§ 4.1.19 Coordination of Owner's consultants	NA	
§ 4.1.20 Telecommunications/data design	A	
§ 4.1.21 Security Evaluation and Planning (B206™–2007)	A	
§ 4.1.22 Commissioning (B211™–2007)	NA	
§ 4.1.23 Extensive environmentally responsible design	NA	
§ 4.1.24 LEED® Certification (B214™–2012)	NA	
§ 4.1.25 Fast-track design services	NA	
§ 4.1.26 Historic Preservation (B205™–2007)	NA	
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™–2007)	A	
USGBC – LEED ACCREDITED PROFESSIONAL	A	Project Manager or Designer

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

«See Exhibit “A”»

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Maximum of three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 **Bi Weekly** Site visits to the site by the Architect over the duration of the Project during construction

- .3 **Maximum of two (2)** inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 **One (1)** inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Twenty Four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. Provided however, that failure of the Owner to provide such notice to the Architect shall in no way affect the Architect's obligations under this Agreement, nor shall such failure relieve the Architect from any liability for its failure to discover and correct any such fault, defect, error, omission, or inconsistency.

§ 5.10 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 All right, title and interest, including all rights under federal and state copyright and intellectual property laws in the Drawings, Specifications and other documents prepared by the Architect for this Project (collectively "instruments of Service") and the electronic methods of reproducing such documents are hereby conveyed, assigned and transferred by Architect and its consultants to Owner. Owner shall retain legal title to such Instruments of service, whether or not the project for which they may be made is completed, provide that the Architect has been paid for all compensation due under this agreement for the services completed by the Architect. No further

compensation shall be due to the Architect for Owner's use of the Instruments of Service, whether during performance of this Agreement or after its termination or completion. Except as described below, Owner may use the Instruments of Service for any purpose. Owner agrees not to sell the Instruments of service to others under any circumstances, and to hold harmless the Architect for any re-use of the Instruments of service by Owner, provided that the Architect is not the Architect of Record for the re-use and the re-use is not for maintenance, repair or operation of the Owner's Facility. All Instruments of Service, including series in electronic form, shall be furnished to the Owner in a format requested by Owner, including electronic format.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

Litigation in a court of competent jurisdiction

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give

seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

§ 9.7 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as “confidential” or “business proprietary,” then except as may otherwise be required by law, the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

«\$702, 322. 00 (Lump Sum) »

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

«TBD by Proposal if Required »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

«TBD by Proposal if Required»

§ 11.4 Compensation for Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus « Five » percent («5» %), or as otherwise stated below:

« »

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	« »	percent (	«Fifteen»	15%)
Design Development Phase	« »	percent (	«Fifteen»	15%)
Construction Documents Phase	« »	percent (	«Fifty»	50%)
Bidding or Negotiation Phase	« »	percent (	«Five»	5%)
Construction Phase	« »	percent (	«Fifteen»	15%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

« »

Employee or Category**Rate****§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES**

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .7 All taxes levied on professional services and on reimbursable expenses;

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus «Zero» percent («0 » %) of the expenses incurred. TOTAL Reimbursable Expenses shall not exceed \$10,000.00.

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of « » (\$ « ») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid «Forty Five» («45») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

«One.Five » % «1.5»

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

« » Architect agrees to indemnify and defend and hold harmless the Owner, together with its employees, agents, and authorized representatives, from and against any and all losses, suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, reasonable attorney fees, costs and expenses of whatsoever kind or nature whether arising before or after completion of the work and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any action, omission, fault or negligence whether active or passive of Architect, or of anyone acting under its direction or control or on its behalf in connection with or incidents to the performance of the Contract. Architect's indemnity and hold harmless obligations shall apply to the fullest extent permitted by law.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

«—»

- .3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

«Proposal dated February 13, 2017 marked Exhibit “A” attached
And Exhibit “B” dated January 25, 2017. »

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)

« »« »

(Printed name and title)

(Signature)

« »« »

(Printed name and title)



Exhibit A

February 13, 2017

City of Creve Coeur
300 N. New Ballas Rd.
Creve Coeur, MO 63141

**RE: Proposal for Professional Services
Creve Coeur Police Station
Project # 16189**

This agreement authorizes **Archimages, Inc.** to provide Architectural, Interior Design and/or Planning Services for the project named above. The general Scope of Work and Fee basis is as described below. Consultant's Fees and Fee advance requirements are included only as specified.

Dear Todd,

Per your request, I have outlined our draft proposal scope and fee structure for the Creve Coeur Police Station effort. The scope assumptions are based on available information provided to our team including documents dated April 18, 2016 (Police & Government Center Study), RFQ criteria/scope dated December 13, 2016, and our verbal discussions to date. A formal contract (AIA B101 format distributed by the City) is attached to this proposal. The following scope assumptions have been developed by our team.

Scope Assumptions:

1. Project Size: **28,000 sf (maximum) two story** police facility located on an existing site adjacent to the existing government center in Creve Coeur, Missouri. Federal, State and local code adoptions as of the date of this contract are to be utilized for all disciplines. We have assumed a construction value not to exceed \$7,431,878.00 (building) and \$350,000.00 (FFE/Signage) **(Total Value \$7,781,878.00)** for the scope identified below and based on the estimate dated 7/18/16 provided by the City.
2. Services included are Planning, Architectural, Interiors, Civil, Structural, Landscape/Irrigation, Low Voltage Design (AV, Data, Fire Alarm, Telecom, and Security), Mechanical, Electrical, Plumbing, Fire Protection services. Fire Protection services will provide performance criteria specifications for a design build approach. Team to provide estimating assistance for (MEP, LV) systems. All design phases will meet the standards for the Commission on Accreditation for Law Enforcement (CALEA).

3. Following services not included or contracted directly by the City of Creve Coeur:

- a. ALTA Surveys (available electronically in an AutoCAD format) to be delivered to the design team.
- b. All Environmental Testing & Abatement (Phase One report to be made available to the design team).
- c. All Geotechnical testing and design by others.
- d. Traffic Studies or Signalization Design by others.
- e. Detailed estimating, phasing, constructability, services by Navigate, Inc.
- f. Hydraulic design for fire loop systems not included.
- g. Move Management Services by others.
- h. Acoustical Design not included.
- i. Parking Lot photometric calculations by others.

4. ALTA Survey

- a. Archimages shall be provided, by the Client, a sealed ALTA survey with topography and survey point data in AutoCAD for the design of the site improvements as referenced in this proposal.
 - b. Archimages shall be provided any necessary legal descriptions such as out-boundary, new easements, easement vacations, right of way dedications, etc.
 - c. Archimages cannot guarantee the accuracy or completeness of surveys prepared by others and may require compensation for any redesign due to incorrect or incomplete survey information provided by the Client.
5. Team to track sustainability initiatives for all disciplines. The Team will be required to design a building that meets LEED Version 3 Basic Certification pending budget verification. Team to track sustainability initiative for all disciplines and record on the standard LEED Project Matrix. However, formal LEED Certification will not be sought nor will procedures be put in place during construction to validate the work.
6. The design team will coordinate and support the grant submission and implementation process to obtain potential funding obtained via the AMEREN Energy Incentive Program.
7. Design Team is responsible to coordinate necessary submissions / approvals regarding City Planning & Zoning process.
8. Design Team assumes all utilities are available at the site perimeter and of adequate capacity for the project. No off site extensions or easement processes are included. No off site road work or signalization is included.
9. A building automation system will be required pending budget verification.
10. All audio visual systems/equipment and data systems / cabling will be specified and installed as part of the bid documents prepared by the design team. Design team will coordinate the data/phone system design requirements with the City's IT Consultant – Regis and phone carrier.
11. All security system and equipment will be specified and installed as part of the bid documents prepared by the design team.

12. Structural Foundation Design assumed to be standard spread footings. No specialty design is anticipated or included at this time.
13. FEMA storm shelter design is not included. Essential Services Criteria is included per code for this building type.
14. No state or federal grant processes are included.

15. Meetings included:

- a. Four (4) Separate Task Force Meetings
 - b. Four (4) Separate City Council Work Sessions
 - c. One (1) Separate Community Engagement Meeting
 - d. All necessary meetings and coordination with authorities having jurisdiction including City planning and zoning process.
 - e. All other meeting as required to complete the scope of work and defined herein and in the corresponding AIA Agreement.
16. Project will be designed and issued as one package. No phased drawings are included. We have included coordination for (2) pricing packages provided by Navigate, Inc. **Note:** Owner directed modifications, additions to the project scope related items made after approved DD package may necessitate additional fees from the design team.
17. BIM generated elevations and renderings related to design discussions are included. All artists renderings for public presentations will be considered an extra service if requested by the City.
18. We have included twenty four (24) construction site visits (punch list / final walkthrough included). Also included one (1) conference call (per week) with selected general contractor to review progress and coordination. We have assumed a 12 month construction period.
19. Engineering disciplines will provide site visits per the direction of Archimages.
20. Construction staking will be by General Contractor.
21. Site retaining walls, if required, will be designed and permitted by retaining wall contractor. General location of proposed retaining walls will be shown on the site plans submitted by Archimages.
22. No work to the existing interior of Government Center is included.
23. Site work will include parking/drive areas associated with the new Police station and reconfiguration around the existing Gov't. Ctr. Provide design and coordination for new fiber line connection to existing Gov't Ctr. Provide electric car charging design at Police Station. Provide new generator or determine if existing Govt. Ctr. Generator should be used with the police station and provide design as required.

24. New/Existing Furniture/Fitness Equipment Coordination:

- a. Prepare bid documents for relocated furniture / new furniture / fitness equipment including a designation reference document, cut sheets.
- b. Inventory and photograph all existing furniture items to be relocated (dimensions, locations, etc.).
- c. Prepare a list (description) of new furniture to meet requirements.
- d. Assist City with RFQ distribution to potential vendors and assist with review and evaluation of submittals.
- e. Prepare new furniture Basis of Design bid documents including final floor plans, product outline, and product cut sheets.
- f. Assist the City with the furniture bid process by issuing the Basis of Design documents to the approved vendors.
- g. Evaluation of bid submittals.
- h. Once vendor is awarded contract, make final finish selections including fabrics, metal, wood stains.
- i. Two (2) meetings with the approved vendor.
- j. Two (2) site visits are included during furniture installation process. Punch list of final furniture installation is included.
- k. Actual purchase of all furniture and equipment will be between the City and approved vendors.

25. Signage:

- a. Design and Coordination of new interior/exterior signage included. All signage construction and permit documentation by the selected vendor. Design and Coordination of the following signage elements included:
 - Exterior signage (building/monument/directional)
 - Building directory
 - General interior signage – wayfinding
 - Exterior signage – wayfinding
 - Conduct and participate in coordination and installation meetings conducted by selected vendor.
- b. Assist City with RFQ distribution to potential vendors and assist with review and evaluation of submittals.
- c. Notes:
 - Dedication plaques or design of other specialty custom/donor pieces is not included in this scope, but can be provided under separate contract.
 - Purchase of all signage will be between the City and approved signage vendor but will be coordinated by the Design Team.
 - Exterior/interior signage design documents, shop drawings and permit documents to be provided by the vendor.

Compensation:

The fee structure below outlines compensation levels for all basic services. The fees below are presented as a Lump Sum format. Reimbursable expenses are over and above these fees. Fees will be billed per the percentages outlined per phase within the AIA B101 Contract.

Fee Structure:

Total Lump Sum Fee: \$702,322.00

Reimbursables will be an additional charge at cost and includes, but is not limited to, printing, mileage, long distance phone calls, photographs, courier, plots and artist renderings. Invoices are sent monthly and due upon receipt. **Note:** All AHJ submission, review and permit fees to be paid by the City and are not considered a reimbursable expense. We have established the following Not to Exceed (NTE) amount.

Reimbursable Expenses (NTE) - \$10,000.00

Charges will be due within forty-five (45) days of the invoice date. Interest will be charged on unpaid balances at the rate of one and one-half percent (1-1/2%) per month compounded monthly.

This proposal will become an exhibit to the AIA contract for signature.

Thank you for allowing us the opportunity to submit this proposal. Please do not hesitate to call with any questions.

OWNER:

City of Creve Coeur
300 N. New Ballas Rd.
Creve Coeur, MO 63141

ARCHITECT:

Archimages, Inc.
143 W. Clinton Place
St. Louis, MO 63122

By:

By: R. Gregory Garner
Principal

Date:

Date: February 13, 2017

NOTICE TO OWNER:

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMo. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIALS TWICE.

EXHIBT B, Dated 1/25/2017		City of Creve Coeur, Missouri New Police Station	
PROGRAM BUDGET CHECKLIST		1/25/2017	
A. Construction Contracts	Committed To Date	Current Budget	Notes
1. Building	\$ -	\$ 6,097,669	
2. Sitework	\$ -	\$ 1,334,209	
3. General Contractor General Conditions	\$ -	\$ -	w/A.1 and A.2
4. General Contractor Fee	\$ -	\$ -	w/A.1 and A.2
5. GC P&P Bond	\$ -	\$ -	w/A.1 and A.2
6. GC Insurance	\$ -	\$ -	w/A.1 and A.2
AE Contract CCAP	\$ -	\$ 7,431,878	
7. Design and Bid Contingency		\$ 393,890	
8. Construction Contingency		\$ 393,890	
Sub-Total		\$ 8,219,657	
B. Special Construction			
1. Equipment Relocate	\$ -	\$ -	NA
2. City/County/Fire Permits	\$ -	\$ 25,000	
3. Builders Risk Insurance	\$ -	\$ 20,000	
4. Off-Site Traffic Signals	\$ -	\$ -	NA
5. Off-Site Electric	\$ -	\$ -	w/A
6. Off-Site Water	\$ -	\$ -	w/A
7. Off-Site Sanitary & Storm	\$ -	\$ -	w/A
8. Off-Site Gas	\$ -	\$ -	w/A
9. Exterior Signage/Special Signage	\$ -	\$ -	w/A
Sub-Total	\$ -	\$ 45,000	
C. Furniture & Fixtures			
1. Furniture	\$ -	\$ 350,000	Including AV, Appliances
2. Physical Fitness Equipment	\$ -	\$ -	w/C.1
3. Law Enforcement Equipment/Systems	\$ -	\$ -	Movable w/C.1, Permanent w/A.1
Sub-Total	\$ -	\$ 350,000	w/C.1
D. Professional Services			
1. Site Analysis (Phase I, Phase II, etc.)	\$ -	\$ -	NA
2. Site Appraisal	\$ -	\$ -	NA
3. Environmental Consultants	\$ -	\$ -	NA
4. Survey	\$ -	\$ 2,500	
5. Additional Geotechnical	\$ -	\$ 7,500	
6. Additional Civil Engineering	\$ -	\$ -	w/D9
7. Programming	\$ -	\$ -	w/D9
8. Project Manager / Owner Rep	\$ -	\$ 312,846	
9. Architectural/Engineering Fees	\$ -	\$ 725,000	Budget
10. Furniture Design Fee	\$ -	\$ -	w/D9
11. Materials Testing	\$ -	\$ 35,000	
12. Regulatory Review fees	\$ -	\$ 2,500	MSD Review/DNR Permit
Sub-Total	\$ -	\$ 1,085,346	
E. Technology			
1. Phone/Hardware/Service Equipment	\$ -	\$ 30,000	Data wiring and outlets w/ A.1
2. Computer Equipment	\$ -	\$ 10,000	Data wiring and outlets w/ A.1
3. Fiber Optics between Buildings	\$ -	\$ -	w/A.1
4. Data Systems / Communication Wiring	\$ -	\$ -	w/A.1
5. Security Cameras	\$ -	\$ -	w/A.1
6. Perimeter Entry	\$ -	\$ -	w/A.1
7. Alert System	\$ -	\$ -	w/A.1
8. Audio Visual	\$ -	\$ -	w/A.1
9. Radio / Dispatch	\$ -	\$ -	w/A.1
10. Remote Data Communication Links	\$ -	\$ -	w/A.1
Sub-Total	\$ -	\$ 40,000	
F. Land Acquisition			
1. Primary Building Site Acquisition	\$ -	\$ -	NA
2. Secondary Site Acquisition	\$ -	\$ -	NA
Sub-Total	\$ -	\$ -	
G. Financing			
1. Bond Council/Issuance Costs	\$ -	\$ 150,000	
2. Legal Council	\$ -	\$ -	w/G.1
3. Bond Sale/Advertisement	\$ -	\$ -	w/G.1
Sub-Total	\$ -	\$ 150,000	
H. Miscellaneous Costs			
1. Bid Document Advertisement	\$ -	\$ 2,500	Budget
2. Construction Document Printing	\$ -	\$ 2,500	Budget
3. Moving expense	\$ -	\$ 15,000	Budget
4. Misc	\$ -	\$ -	Budget
5. Total cost for Accessibility, Safety, Security @ Government Ctr.	\$ -	\$ 521,059	
Sub-Total	\$ -	\$ 541,059	
Sub-Total of A - H	\$ -	\$ 10,431,062	\$ 10,690,000 BOND ISSUE AMOUNT
Owner Contingency		\$ 258,938	
OWNER'S PROGRAM BUDGET	\$ -	\$ 10,690,000	



DEPARTMENT OF PUBLIC WORKS OFFICE MEMO

DATE: February 8, 2017
TO: Mark Perkins, City Administrator
FROM: Jim Heines, Director of Public Works
SUBJECT: Architectural Design Services Contract Award

City staff issued an RFQ (Request for Qualifications) on Tuesday, December 13, 2016 for Architectural Services to design the new police building and site development of the existing Government Center property. The RFQ was advertised in the Countian as well as posted on the city website.

Staff received 10 responses on Tuesday, January 3, 2017 from various consulting firms to provide the services referenced in the RFQ. The consultants who responded to the RFQ include:

1. Archimages
2. Bond Architects
3. Chiodini
4. FGM Architects
5. Hoefer Wysocki
6. Hastings and Chivetta
7. Lawrence Group
8. Jema
9. M&H Architects
10. Treanorhl

A panel was assembled to review each of the proposal booklets. The committee members included:

Barry Glantz, AIA – Mayor
Dick Kutta, PE – GC Task Force, Finance Committee
Richard Koch, PE – Stormwater Committee
Mark Perkins – City Administrator
Glenn Eidman – Police Chief
Jim Heines – Director of Public Works
Jason Jaggi – Director of Community Development
George Seifried – Project Manager

Each member of the evaluation panel reviewed the proposals and scored them on the following criteria:

- General Information/Team Structure
- Team's Previous History Working Together
- Relevant Experience – Firm
- Relevant Experience – Key Staff

- Project Understanding/Approach/Schedule
- Record of Performance/References
- Proximity to the Project Site
- Sustainable Design Experience
- DBE, MBE, SDB and WBE Participation

Upon completion of the evaluation process, the scores were checked and then ranked. The panel met on Tuesday, January 10, 2017 to discuss the result of the RFQ reviews and chose a short list of firms to interview. On Wednesday, January 18, 2017, the evaluation panel interviewed the top 4 candidates, Archimages, Chiodini, FGM Architects, and Hoefer Wysocki. All of the interview candidates offered excellent proposals, however, the review panel felt that Archimages offered the best Consulting team for the new Police Building.

Staff and our Owner's Representative have been working with Archimages Inc. over the past couple of weeks to draft a specific scope of services document and negotiate a contract amount. Most recently, we have agreed upon a scope and compensation amount as well as a payment structure. The attached agreement is a "Lump Sum" for the design services, and a "Not to Exceed" price for reimbursable items.

<u>Contract Item</u>	<u>Contract Amount</u>
Architectural and Site Design Services (Lump Sum)	\$702,322
<u>Reimbursable items (Not to Exceed)</u>	<u>\$ 10,000</u>
Total	\$712,322

The recommendation is to award the Architectural and Site Design Services contract for a "Lump Sum" amount of \$702,322 and Reimbursable items "Not to Exceed" \$10,000 for a total amount of \$712,322 to:

**Archimages Inc.
143 W. Clinton Place
Kirkwood MO, 63122**

City of Creve Coeur, Missouri

December 13, 2106

Subject: Request for Qualifications for Professional Design Services

Dear Potential Respondent:

Your firm is invited to submit statements of qualifications for the professional design services required to complete a new police station for the City of Creve Coeur, Missouri.

Proposers shall submit eight (8) hard copies and one (1) electronic copy of your qualifications. Submissions will be accepted until 12:00 noon January 3, 2017.

All questions and clarifications should be addressed in writing to Todd Sweeney, Owner Representative, todd@navigatebuildingsolutions.com by 12:00 noon, December 23, 2016.

Submittals shall be no more than forty (8.5" x 11") pages in total length (not including cover, table of contents, or section dividers). Double sided content counts as 2 pages. All pages must be sequentially numbered within each section. An identifiable tab sheet must precede each submission section. Include a detailed index for easy reference.

Statements of Qualifications will be accepted at:

Professional Design Services Qualifications
C/O Mark Perkins, City Administrator
City of Creve Coeur, Missouri
300 N New Ballas Road
Creve Coeur, MO 63141

Please review the attached for details regarding the City's expectations for qualifications. Thank you in advance for your interest in working with the City of Creve Coeur.

Sincerely,

Mark Perkins, City Administrator

City of Creve Coeur, Missouri
Request for Qualifications – Professional Design Services
New Police Station

Page 1

1. Introduction

The City of Creve Coeur (“City”) is currently seeking a design consultant (“Firm”) to provide the professional design services required to plan, design and construct a new Police Station.

2. Background

The City of Creve Coeur, a Missouri municipal corporation (“City”), operates under a Charter and the Mayor-Council-Administrator form of government, whereby the Mayor and City Council adopt and amend the policies of the City, and the City Administrator and City staff are responsible for carrying those policies out and implementing City programs. The City Council consists of the Mayor and eight Council members. The Mayor and City Council constitute the legislative and governing body of the City. The City Administrator is the Chief Administrative Officer of the City, and serves at the pleasure of the Mayor and City Council. In this position, the City Administrator supervises the general day-to-day operations of the City, and is generally responsible for carrying out all lawful policies established by the Mayor and City Council, and coordinating the activities of all departments and offices of the City.

The Firm will work with a team of City staff on the project and the City’s Owner Representative, Paric / NAVIGATE Building Solutions (herein after NAVIGATE). The City Administrator shall retain responsibility for the proper administration of the project. The team shall not be a public body empowered to exercise governmental or proprietary authority or perform a governmental or proprietary function. Therefore, meetings shall not be open to the public.

Project Location

The Creve Coeur Government Center is located on approximately 8.8 acres of land at 300 North New Ballas Road. The Police Station will be located on this site, north of the existing Government Center.

Project Description and Schedule

Based upon a preliminary feasibility study, the project will include the 28,000 s.f. (or less) Police Station and Site Improvements for an estimated construction cost of \$7,430,000 including contractor overhead/profit/general conditions but not including soft costs.

A ballot issue was passed in the November 2016 election in support of this project. The following Schedule Milestones have been established for the project:

Project Schedule

January '17	Council Approval of Firm's Contract
February – August '17	Design
September – October '17	Project Bidding
November '17 – December '18	Construction
January '19	Move In

The Design Team will begin work immediately upon execution of a contract with the successful firm and proceed as quickly as possible. It is anticipated that Construction bid documents will be completed within seven (7) months of the notice to proceed.

3. Scope of Services

The following paragraphs provide the expected scope of work. In order to provide a complete work product, the Firm may expand on this scope as determined necessary by the City.

3.1 A feasibility study supporting the need, size and cost of the new municipal facilities was conducted in 2014 - 2016. This will be provided to the selected Firm. However, it is expected that the selected Firm will perform independent space planning and conceptual design activities to optimize the space layouts and to generate an exterior look that fits within the square foot / cost parameters set forth. In no case is it anticipated that the building will exceed 28,000 sf.

3.2. Services to be included (Concept through Completion)

- A. Architectural and Interior Design
- B. Mechanical Engineering (with Cost Estimating)
- C. Plumbing Engineering (with Cost Estimating)
- D. Electrical Engineering (with Cost Estimating)
- E. Fire Protection Engineering
- F. Structural Engineering
- G. Civil Engineering (Including campus parking/road improvements between buildings)
 - i. No street signals are anticipated
 - ii. A fiber line will be required between the existing Gov. Ctr. and new Station
- H. Low Voltage Design (with Cost Estimating)
 - i. Audio Visual Systems
 - ii. Telecom and Data (Backbones)
 - iii. Security (Access, Monitoring and Police/Fire Specific)
 - iv. Radio Dispatch - Design in Consultation with WDCD
 - v. Coordination with City Vendors (REJIS, Etc.)

- I. Landscape and Irrigation Design
 - J. Furniture Inventory, Planning, Selection, Estimating and Procurement
 - K. Fitness Equipment Selection and Procurement
 - L. Signage Design
 - M. Electric Car Charging Station Design
 - N. P&Z Board Review (Local Chapter 89 New Building Review)
- 3.3 Services NOT Required:
- A. Fueling System Design
 - B. LEED Certification (However a LEED Accredited Professional is required to be on your team and a LEED Version 4.0 score card will be completed (by Firm) for use by the City to document sustainable initiatives undertaken as part of this project)
 - C. Multiple Site Evaluations
 - D. Environmental Abatement
 - E. Traffic Studies
- 3.4 City is providing
- A. Owner Representative Services through NAVIGATE
 - B. Site Survey
 - C. Geotechnical Services

4. Qualification Submittal Requirements

Submittals should be specific and with adequate detail to accurately define your Firm and its ability to provide professional services for the proposed scope of work. Particularly, discuss the following elements:

4.1 General Information and Subconsultant Team Structure

Provide a company profile including a brief history of the lead Firm. Include an organizational chart depicting all sub consultants to be used on the project, each sub consultant's area of responsibility and their relationship to your Firm. Provide a table listing the projects your Firm has completed with each sub consultant. Provide the following information on the lead Firm:

- Date, state and type of business organization
- Federal and State tax ID numbers
- Names of Owners, Principals and/or Officers
- Civil or criminal claims, judgments or suits within the last ten (10) years
- Evidence of the Firm's financial wherewithal to complete the project
- The name, title, email address, mailing address and telephone number of the officer authorized to represent the Firm

4.2 Relevant Project Experience

Include a summary of the Lead Firm's experience and qualifications with Municipal Police Stations (dates, description, size, cost, locations, key personnel and references). Emphasis should be given to projects performed from the local area office using staff nominated as available for this project. Identify any additional Sub Consultant Municipal Police Station expertise in a clearly identified and separate list (again include dates, description, size, cost, locations, key personnel involved and references.)

4.3 Key Personnel Qualifications

Provide a staffing proposal with includes the names and resumes of the project manager and staff (including sub consultants) to be committed to the project. ONLY include resumes for staff that will have a specific and key role on this project. For each of the key personnel identify years in industry, education, years with your Firm (or sub consultant firm), their expected areas of responsibility, a list of previous experience on similar projects (specifically Police Stations), licenses/registrations and the office location where they reside.

Describe the workload and ability of the proposed staff to competently and expeditiously provide the design services required.

Describe your Firm's contingency plan to respond with appropriate back-up staff in the case of death, disability, illness or separation.

Identify who on your team meets the City's requirement for LEED Accredited Professional. See Paragraph 4.8.

4.4 Project Understanding/Approach/Schedule

Describe your understanding of the project and approach to delivering the Design Services requested. Furthermore, it is anticipated that the total design duration (starting with the space analysis and ending with the completion of construction "bid" documents) will be approximately seven (7) months. Please provide a detailed schedule and supporting narrative of how your Firm will accomplish this objective. Please identify regulatory submissions/review times and anything required of the City to facilitate your timely completion.

4.5 Record of Performance / References

Provide a record of past performance with respect to your ability to design to a budget. Provide references for the last five (5) clients (please list in order based upon contract date) that have utilized your Firm's services. Please provide a list of any professional liability insurance claims made against your firm in the last 10 years.

4.6 Proximity and Familiarity

List your firm's specific experience interacting with the local agencies that will be involved with this project. List projects conducted in the City of Creve Coeur, Missouri city limits and St. Louis County, if any, which may add to your knowledge, capability, and efficiency on this project. Clearly identify the office location for each individual proposed for this project from both the lead Firm and subconsultants.

4.7 MBE/WBE Inclusion

It is important to the City to encourage MBE/WBE inclusion. The City has not set a specific MBE/WBE business utilization goal for professional services on this project, but will consider your attempt to promote inclusion on your team as identified in Paragraph 5.2. Provide a description of the Firm's history and proposed efforts to promote diversity in employment and utilization of certified MBE and WBE firms.

4.8 Sustainability

The City is a strong advocate for Sustainable design and construction. However, it is not the City's intent to achieve LEED Certification. Instead the City is requiring that the selected firm have an active LEED Accredited Professional on the project team. That person will be responsible for identifying cost neutral sustainability initiatives to be undertaken as part of this project and the documentation of those initiatives. Please provide a resume for your LEED Accredited professional and a minimum of three projects your Firm has completed that has achieved LEED Certification.

5. Selection Process and Criteria**5.1 Selection Schedule**

It is the intent of the City of Creve Coeur to adhere to the following schedule for the selection of the Firm. However, should the schedule change, respondents will be notified.

A. Request for Qualifications Due Date	January 3, 2017 noon
B. Shortlist Notifications	January 6, 2017
C. Interviews	January 11, 2017
D. Council Approval / NTP	January 23, 2017

5.2 Evaluation Criteria

A Selection Committee will review and evaluate the qualifications of each Firm.

The evaluation will be based on information provided related to the selection criteria listed as follows:

- | | |
|---|-------------------|
| 1) General Information/Team Structure | (rating___ X 05%) |
| 2) Team's Previous History Working Together | (rating___ X 10%) |
| 3) Relevant Experience – Firm | (rating___ X 15%) |
| 4) Relevant Experience – Key Staff | (rating___ X 25%) |
| 5) Project Understanding/Approach/Schedule | (rating___ X 15%) |
| 6) Record of Performance / References | (rating___ X 15%) |
| 7) Proximity and Familiarity | (rating___ X 05%) |
| 8) Sustainable Design Experience | (rating___ X 05%) |
| 9) MBE/WBE Participation | (rating___ X 05%) |

Each of the criteria above will be rated 5 (excellent) to 0 (poor or non-responsive) and weighted by the number in parenthesis for each above. Final rating will be the total of each rating value for 1 through 9.

5.3 Interviews

Upon review of all responsive Statement of Qualification's using the criteria outlined above, the City may select up to three Firms to interview. Firms may be selected for interviews or questioned for clarification by the Selection Committee; however, the City may choose to proceed without interviewing any respondents.

Firms selected for onsite interviews must include an overall Project Manager, lead designer and key engineering partners as part of the interview team. This Project Manager will be identified in the RFQ response, and it is the expectation of the City that this manager will lead the actual implementation if a contract is awarded.

5.4 Selection:

Upon final ranking of the Firms, contract negotiations shall commence. Contract negotiations will require the selected Firm to proceed with the development of a Scope of Work and costs for all the components of the project as outlined in Section 3. If any Firm fails to provide the necessary Scope of Work and cost information for negotiations in a timely manner, does not negotiate in good faith, or cannot perform the Contract for the Project, the City may cancel negotiations with that Firm and commence negotiations with the next ranked Firm. If the City deems there is no Firm that is viable, it will cancel the procurement. All aspects of the scope of work and pricing may be subject to negotiation.

6. Miscellaneous Information

- 6.1 Nothing contained herein will create any contractual relationship between the Owner and the firm submitting a proposal. Statements contained in the response of the successful firm may become part of the agreement for services.
- 6.2 Information received from each firm will become the property of the Owner. Information submitted by the firm cannot be considered confidential.
- 6.3 Owner reserves the right to approve all assigned personnel and may require the firm to replace members of the project team as deemed necessary.
- 6.4 The owner, Principal, or Corporate Officer of the responding firm shall sign the response to the Request for Qualifications attesting that all the information provided is true.
- 6.5 The Owner reserves the right to accept or reject any or all Qualifications and to waive any irregularities.
- 6.6 The Owner is not responsible for any costs incurred by any firm for any work performed relative to the preparation of the Response to this Request for Qualifications or subsequent negotiations of a contract for professional services.
- 6.7 As part of your cover letter, provide name, address, telephone and fax number, and e-mail address of the firm responding to this Request for Qualifications. Please designate a single representative or prime contact through whom the Owner may communicate at the firm.

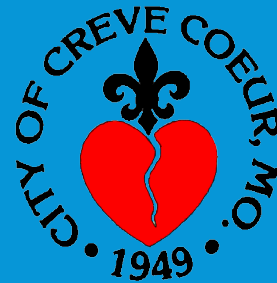
- 6.8 The selected Firm shall agree to indemnify and defend and hold harmless the Owner, together with its employees, agents, and authorized representatives, from and against any and all losses, suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, reasonable attorney fees, costs and expenses of whatsoever kind or nature whether arising before or after completion of the work and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any action, omission, fault or negligence whether active or passive of Firm, or of anyone acting under its direction or control or on its behalf in connection with or incidents to the performance of the Contract. Firm's indemnity and hold harmless obligations shall apply to the fullest extent permitted by law.
- 6.9 If selected the Firm shall agree provide insurance with the coverage stated below:
- (a) Commercial general liability insurance: Including Death and coverage for Premises, Operations Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors. Such coverage shall apply to Bodily Injury and Property Damage on an "Occurrence Form Basis" with limits of Three Million Dollars (\$3,000,000) for all claims arising out of a single accident or occurrence and One Million Dollars (\$1,000,000) for any one person in a single accident or occurrence.
 - (b) Workers compensation insurance: Statutory coverage per R.S.Mo. 287.010 et seq
 - (c) Automobile Liability Insurance: Covering Death, Bodily Injury and Property Damage for owned, non-owned and hired vehicles with limits of Three Million Dollars (\$3,000,000) for all claims arising out of a single accident or occurrence and One Million Dollars (\$1,000,000) for any one person in a single accident or occurrence.
 - (d) Professional liability insurance coverage in the amount of One Million Dollars (\$1,000,000) for each claim.
- All insurance policies shall be primary policies with bona fide insurer maintaining at a minimum an "A" rating.. CGL policy shall name Owner and related parties as additional insureds. The policies shall provide that the insurance companies shall notify Owner at least thirty (30) days in advance of the effective date of any modification or termination of the policy. The Firm shall provide Owner, prior to execution of an Agreement and upon its request from time to time, proof of insurance evidencing the coverage above issued by insurance companies authorized to conduct business under the laws of the State of Missouri.
- 6.10 A draft contract is included for your review and consideration prior to submission.

January 3, 2017

Ai

RFQ
RESPONSE

Professional Design Services
City of Creve Coeur
New Police Station



Archimages
architecture | interiors

“Every project is an opportunity to build the trust of our clients through clear communication and expert advice.”

Archimages

architecture | interiors

January 3, 2017

City of Creve Coeur
Attn: Mark Perkins
300 N. New Ballas Road
Creve Coeur, MO 63141



RE: Professional Design Services
Qualifications

Archimages is pleased to submit the following Qualifications for your consideration in response to the RFQ issued by the City of Creve Coeur.

Archimages is uniquely qualified to provide planning, design, and construction services for the City of Creve Coeur based on the expertise we have accumulated in this specialized area of design and construction. Having successfully completed numerous municipal and public sector facilities, our team can provide state of the art design and construction techniques based on your specific needs. Our collaborative approach will guide your community through the evaluation, design, and construction process with efficiency and professionalism.

Archimages requests the opportunity for an interview with your selection committee to demonstrate our passion, discuss our design process and the critical next steps of your project development.

Archimages has carefully evaluated the RFQ and is prepared to satisfy all conditions outlined within the document. All statements and documents contained within this response are accurate, complete, and reflect the expertise and passion we share for this project. We have provided professional services for the past 28 years and are proud of the relationships and reputation we have acquired. We welcome and authorize the City to contact our previous clients and team members regarding the performance of our firm.

Most sincere regards,

R. Gregory Garner, President

6400 W. Main St., Ste 1Q
Belleville, IL 62223
(618) 623-9252

14205 W. 95th Street
Lenexa, KS 66215
(913) 378-9533

143 W. Clinton Place
St. Louis, MO 63122
(314) 965-7445



General Information	4.1
Pg 1 - Pg 5	
Relevant Experience	4.2
Pg 1 - Pg 12	
Key Personnel	4.3
Pg 1 - Pg 13	
Project Understanding/Approach/Schedule	4.4
Pg 1 - Pg 2	
Record of Performance / References	4.5
Pg 1 - Pg 3	
Proximity & Familiarity	4.6
Pg 1	
MBE / WBE Inclusion	4.7
Pg 1	
Sustainability	4.8
Pg 1	



General Information

Profile

History

Archimages has provided quality architectural and interior design services for the past 28 years. After establishing the firm in 1988, **founding principals Greg Garner and Jim Huber** have grown their business in the Missouri, Kansas, and Illinois markets by creating outstanding design, providing exceptional service and fostering successful relationships with several long term clients. **Archimages'** staff excels in all aspects of planning, design, and construction administration.

Contact: R. Gregory Garner, RA (P.I.C.)

Address: 143 W. Clinton Place
St. Louis, MO 63122

Phone: (314) 965-7445

Cell: (314) 954-1947

Email: ggarner@archimages-stl.com

Tax I.D.: (F) 43-1481473
(S) 13579894

Consultants

Archimages maintains long term relationships with our engineering consultants. Our firms have streamlined our collaborative techniques in order to improve our design efficiency and project coordination.

Our team includes:

Horner & Shifrin - M.E.P., FP Engineers
Integration Controls - Security, Acoustics, AV, Info/Technology
DMA - Structural Engineers
CEDC - Civil / Surveying
Cooper Construction Estimation - Estimating
Landscape Technologies - Landscape Architects

Honors & Awards

- Bronze Award, Fire Chief Publications
- Honorable Mention, Fire Chief Publications
- Missouri Masonry Institute Award
- City of Kirkwood, Renovation Award
- Webster Groves Award of Excellence
- St. Louis County, New Construction Award
- Downtown Kirkwood Enhancement Award
- ASHE 2015 VISTA Award - Renovation

By the **#s**
28Years
in Business
22
Staff Members
+12Years
Average Employee Tenure
90%
Referral Based Business
S-Corp
Registered State of MO

Services/Specialization

Architectural Design
Interior Design / Space Planning
Master Planning
Site Feasibility Studies
Project Management
Budget / Cost Management
Graphic Design

Markets

Municipal / Public Sector
Commercial / Corporate / Retail
Educational
Health Care
Religious
Senior Living

Financial & Legal Status



903 Jeffco Executive Dr.
Imperial, MO 63052

636-461-3500
www.EagleBankAndTrust.com

Eagle Bank and Trust Co.
c/o Timothy K. Walsh
1052 S Kirkwood Rd
Kirkwood MO 63122
314-965-8686
twalsh@eaglebankandtrust.com

Note:
Corporation Financial
Documents can be
made available upon
request.

Re: Archimages Inc

Archimages has been a customer of Eagle Bank since February of 2005. They have two depository accounts with bank and have a combined average balance over the last 12 months of a high six figure. These accounts have always been handled in an as agreed manner. Archimages does not currently or previously have any borrowings with Eagle Bank.

Should you have any further questions concerning this customer please contact me at 314-965-8686.

Sincerely,

Timothy K Walsh
Sr. Vice President

State of Missouri

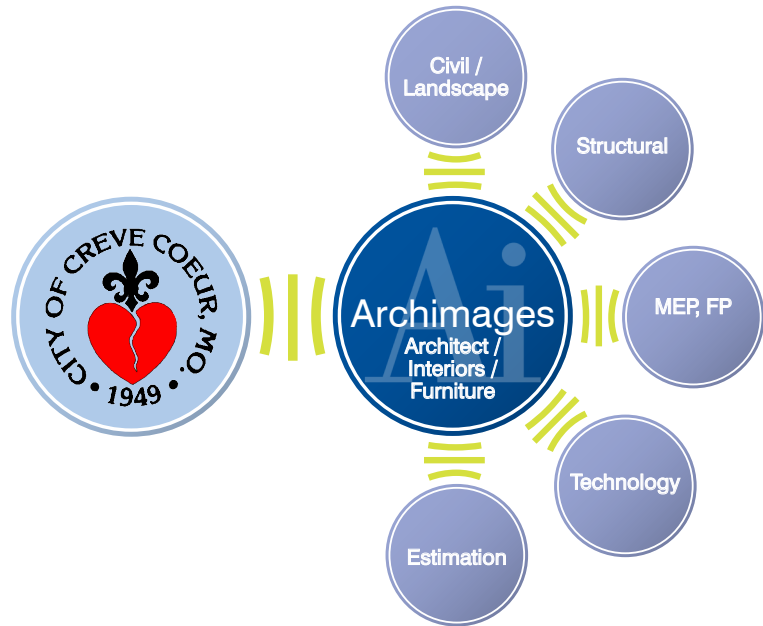
Archimages is considered a Corporation in good standing in the State of Missouri and is current with all registrations.

Civil / Criminal Claims

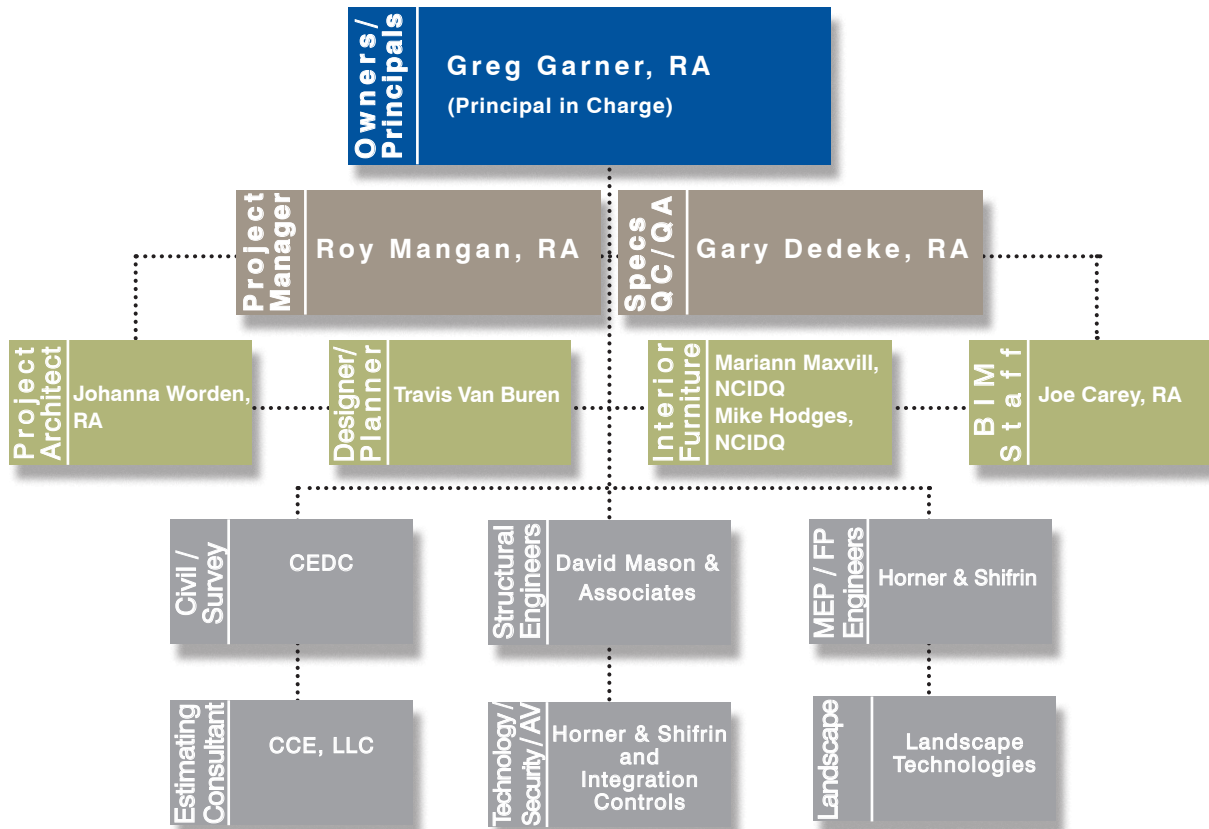
Archimages, Inc. has had no Civil or Criminal claims, judgements, or suites made against the corporate since inception in 1988.

Team Organization

Archimages and our consultants form a cohesive and experienced team capable of providing comprehensive design and engineering services for your organization. Because we believe that chemistry is crucial in effective collaborations, we maintain healthy long term relationships with all of our team members. This familiarity and the trust it fosters guarantees effective communication and a seamless coordination process. Archimages functions as the “hub” of our team and assumes all responsibility for coordination within the team as well as with our clients. This leadership role establishes a single point of contact for our clients, giving them the peace of mind and the responsive service they expect.



Team Structure (Key Professionals, additional staff available)



Sub-Consultants



(MEP, FP Engineers)

Horner & Shifrin, Inc. is a professional service organization with offices in St. Louis, Missouri, and O'Fallon, Illinois. Horner & Shifrin offers M.E.P., FP and Technology engineering services in all phases of a project, including planning, development, design, and construction administration.

20 year relationship with Archimages.



(Civil Engineers)

CEDC is a privately owned Missouri Corporation founded in 2000 by principals Brandon A. Harp, P.E. and Paul K. Boyer, P.E. CEDC has shown an outstanding record in providing top quality Civil/Survey services to clients within the time constraints specified for each project.

15 year relationship with Archimages.



(MBE Status) (Structural Engineers)

DMA is a team of structural professionals with experience ranging for more than 27 years providing full service structural and seismic analysis services. The firm has designed a wide variety of building types to include fire safety, police, municipal, commercial, educational, multi-family, and industrial facilities.

8 year relationship with Archimages.



(Technology/Security/AV Consulting)

Horner & Shifrin is an experienced and recognized audiovisual/multimedia, information technology, building security, traffic consulting firm. Together they provide comprehensive planning, design, and documentation support for these critical program elements.

20 year relationship with Archimages.



(Landscape Architect)

Landscape Technologies believes that, to create a successful design on any project, requires three elements: great design skills, up-to-date technology and proper project management, offering innovative design and innovative solutions to create great places.

20 year relationship with Archimages.

Cooper Construction Estimating, LLC

(Cost Estimation)

Stephen Cooper provides 30 years of cost estimation and constructability analysis for a wide range of project types including reuse / renovation. Stephen will be responsible to assist with preliminary and final budget estimates.

12 year relationship with Archimages.

Experience with Archimages



(Technology, Security, AV, MEP, FP Engineers)

- Pacific City Hall / Police / Fire
- Berkeley City Hall / Police / Fire
- Troy, MO City Hall
- Olivette City Hall / Police / Fire
- Perryville Police Station
- (25) Fire House Facilities (IL, MO)
- (72) Health Care Facilities (MO, IL, OK, WA, SC, MS)
- (30+) General Projects (MO, IL)

CEDC

(Civil / Survey Engineers)

- Olivette City Hall / Police / Fire
- Pacific City Hall / Police
- Berkeley City Hall / Police / Fire
- Byrnes Mill Municipal Center
- Multiple Retail Centers (MO, IL)
- Kirkwood, Festus, Pattonville Schools
- Multiple Wendy's Corporation Facilities
- (7) American Eagle Credit Union Locations
- (5) Eagle Bank Locations
- Faith Church St. Louis
- (25) Fire House Facilities (MO, IL)
- (30) Health Care Facilities (Mercy, BJC, St. Luke's)



(MBE Status) (Structural Engineers)

- 70,000 sf M.O.B. - BJC
- 40,000 sf M.O.B. - BJC
- Hawthorn Psychiatric Hospital
- Mercy Health Clinics (various locations)



(Landscape Architect)

- Olivette City Hall
- Cottleville Admin. Facility
- (17) Wendy's locations
- (4) Dobbs Tire & Auto
- (6) Fire Station Facilities
- Perryville Police Station
- (3) Walgreens
- (15) Healthcare Facilities (Mercy, BJC)
- (10) Retail Centers (MO, IL)
- (7) American Eagle Credit Union Locations
- (3) KV Pharmaceutical Corporate Facilities
- Byrnes Mill Municipal Center



4.2



Relevant Experience

The following projects were accomplished by firm members nominated for this project and identified in Section 3 of this response.

Public-Sector Experience

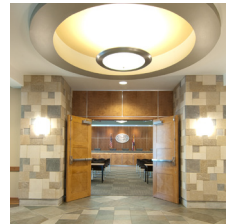
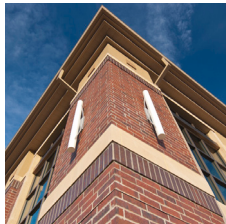
Design Services Experience

Archimages has completed over 60 Municipal / Public Sector projects for Municipalities, Districts, Departments, and Cities. Each project is unique and addresses specific goals established by each client. We understand the complexities with these project types and will navigate your organization through the entire process. Archimages will provide solutions that reflect state of the art design standards and industry protocols.

Public-Sector Client Experience:

Archimages has years of experience working with Public-Sector clients. Our team understands the importance for accurate communication and interaction between City Administration, Departmental leadership, and the community. Comprehensive schedules establish milestone dates that coincide with your public meeting schedules while building in critical review periods.

Archimages will provide guidance during the bidding and construction process that is required for all publically funded projects. Our specifications include prevailing wage (Chapter 290), Davis Bacon Act, Buy American, Minority Participation requirements and all applicable City ordinances. Assistance with bid advertising, contractor interviews, and contract negotiations are part of our service we provide our public-sector clients.



**“We are your
Municipal facility
experts”**



Advantages:

- Staff Evaluations
- Forensic Evaluations
- Municipal Planning Experience
- Functional / Operations Knowledge
- Feasibility Study Expertise
- 3D modeling Capability
- Budget and Schedule Adherence
- Sustainable / Green Initiatives
- Public Presentations
- Bid Advertisement, Evaluation

“We are your Advocate”



City of Olivette

Olivette, Missouri

After completing a feasibility analysis, Master Plan, & engaging citizens in community workshops, our Municipal Studio assisted the City with passing a successful bond issue and worked with Officials on the design of a new **Police, Fire, City Hall, and Community Center**. Public spaces, including community rooms, lobby, and council chambers, are zoned separately from the secure circulation core for processing, detention, training, and staff areas. Fire has efficient living quarters, EMS, and training elements in a 3-bay apparatus. Police includes criminal investigation offices, holding cells, a secure evidence/records storage, and a Sally Port. Services included specification of new furnishings, signage, and artwork. Utilizing a Design-Bid-Build format, we kept the project on budget, on schedule and yielded quality results providing this City with an excellent return on their investment.

Size (Floors / GSF)

37,000 sf

Construction Cost

\$13,500,000 (on budget)

Reference Contact

Barbara Sondag
City Manager
314-993-0444





Berkeley Municipal Center

Berkeley, Missouri

Archimages was commissioned to provide master planning and architectural design services for a new municipal complex including a **City Hall, Fire Station and Police Station** for the City of Berkeley. The 10-acre site was transformed into a civic campus with direct access to the City's central park complex. The new campus has a cohesive architectural vernacular and establishes a refreshing, modern theme for this community. City Hall's design focused on streamlined community access and includes a large Council Chamber, multi-purpose meeting spaces, and administrative offices. The four-bay, drive through Fire Station was designed with an open concept kitchen/day room with connectivity to an outdoor patio, a large fitness center, and living quarters as well as incorporating sustainable energy strategies. The project was completed utilizing a Design-Bid-Build method within the client's budget and schedule parameters.

Size (Floors / GSF)

City Hall: 2 Story / 32,740 sf

Fire Station: 2 Story / 18,185 sf

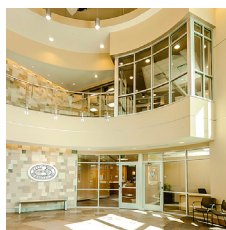
Construction Cost

City Hall: \$3,900,000 (on budget)

Fire Station: \$2,900,000 (on budget)

Reference Contact

Chief Henry Williams
City of Berkeley
(314) 524-3313





Berkeley Police Station

Berkeley, Missouri

Archimages' completed a comprehensive feasibility study of the existing Police Station and explored potential new construction opportunities for the City. Re-use/re-build scenarios concentrated on analysis of MEP & security systems, their upgrade potential, existing structure, current and future departmental needs with expansion capabilities. Our team ranked potential sites that would improve response time. Recommendations in a comprehensive report empowered leadership with the knowledge and documentation necessary to determine their next course of action. We developed designs and completed construction documents for their new Police Station featuring a 911 Call Center, detective, patrol & administrative offices, secure evidence & records storage, holding cells, and a Sally Port.

Size (Floors / GSF)

12,500 sf

Construction Cost

\$3,500,000.00

Reference Contact

Col. Frank McCall
Berkeley Police Dept.
(314) 524-3313



Size (Floors / GSF)

City Hall Addition: 10,500 sf

Police Station: 9,000 sf

Construction Cost

\$3,746,288 (on budget)

Reference Contact

Mr. Harold Selby
City Administrator
City of Pacific
(636) 271-0500



City Hall Addition & Police Station

Pacific, Missouri

Archimages provided master planning, programming, and design for a new City Hall and Police Station addressing key components of streamlined operational flow, upgraded technology and infrastructure with a secure, yet flexible design. Police Station improvements relocated the EOC dispatch and 911 system, included new HVAC and fire protection systems, cell upgrades, new security systems, a Sally port, and staff offices. The City Hall addition features a large multi-use council chamber/courtroom, a spacious main lobby, private office spaces, and elevator with stair node securely connecting to the Police Station. Utilizing a Design-Bid-Build process, the project was completed per the Owner's schedule and within budget.





City of Byrnes Mill Municipal Complex

Byrnes Mill, Missouri

A new Municipal Center on a four acre property was designed for the City by our team utilizing a collaborative and budget-focused process. An efficient space program for this value-driven project balanced building construction needs with site development, while defining opportunities for future expansion. This welcoming, low maintenance, facility addresses ADA accessibility, elevated security, and technology integration. Program elements include **Courts, Council Chambers, Administration Offices, and Police Department functions.** A comprehensive set of construction documents and specifications using BIM was completed for all disciplines: Architectural, Interiors, Civil, Structural, MEP, and Fire Protection.

Size (Floors / GSF)

4,000 sf

Construction Cost

\$882,000.00

Reference Contact

Mr. Larry Perney
City of Byrnes Mill
(636) 677-7727 x226



Rock Hill Municipal Center

Rock Hill, Missouri

A flexible, new Municipal campus was designed for the City of Rock Hill. A successful bond issue funded this much needed city Administration, Police, and Fire facility complex. Within the complex site, the dual buildings will be two-story facilities separated by spacious parking and landscape buffers. The Municipal Center is comprised of upper level City Hall administration space with spacious Council Chambers, conference space, open workstations and private offices. The ground level with its heightened security measures, houses the Police Department and includes a drive-in Sally port, processing and detention areas and secure evidence processing. The Fire Station features two apparatus bays, living quarters with four bunk rooms, office & study areas, and a hose tower. The upper level includes day room, kitchen, dining, training mezzanine, and additional office space.

Archimages' Municipal expertise ensures our client's project vision is realized with facilities that are welcoming, efficient, and that provide essential services for progressive communities. Our team worked in unison with a construction management representative throughout the process.

Size (GSF)

6,300 sf Fire Station

12,200 sf City Hall/Police

Construction Cost

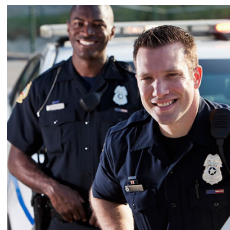
\$6,600,000.00

Reference Contact

Jennifer Yackley

City Administrator

(314) 968-1410





Twin Oaks Village Center

Twin Oaks, Missouri

A new, flexible, single story Municipal Center was designed for the growing community of Twin Oaks. Our team worked closely with city officials completing site/infrastructure analysis, Code/AHJ coordination, public information presentations & required Planning & Zoning procedures. We studied public, staff, & equipment flow patterns/adjacencies with the goal to improve efficiency while seamlessly integrating data/technology. Site and building plan/façade options were developed along with interior finish alternatives for our client's review. Authentic building materials include masonry, glass and accent metal providing a richness to achieving a unique and sophisticated character. This center includes City Hall administrative spaces, a formal lobby, Council Chambers and community room and conference spaces. Archimages provided a comprehensive construction document set & specifications package for bidding, permits, and construction.

Size (Floors / GSF)

5,000 sf

Construction Cost

\$1,600,000.00

Reference Contact

Kathy Runge, Admin.
City of Twin Oaks
(636) 225-7875





Creve Coeur Fire House No. 2

Creve Coeur, Missouri

Archimages has extensive experience with municipal/public safety facilities, and we understand the specific challenges of working with civic leadership, maintaining budgets, and managing rigid schedules. The design for this new, two-story, replacement fire station includes multiple drive-thru apparatus bays, living quarters with nine bunkrooms, equipment and locker rooms, administration spaces, and training facilities. One unique complexity of this multi-phased project is maintaining an operational station throughout the construction process. Using state-of-the-art design and construction techniques, our team is also collaborating with a construction manager from schematic design, programming, and cost estimating, thru Construction Administration.

Size (Floors / GSF)

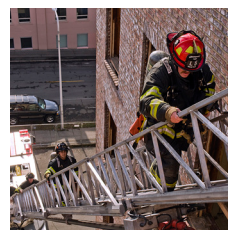
20,000 sf

Construction Cost

undisclosed

Reference Contact

Chief Ken Black
Creve Coeur Fire
(314) 432-5570





New Fire House & Parks Facility

O'Fallon, Illinois

Our innovative Fire/Safety design team developed a 15 acre parcel for a new firehouse, parks maintenance facility, future community greenhouse, and orchard grounds for this growing community. This contemporary, five-bay firehouse is efficiently designed with ergonomic workstations, sleeping quarters, fitness/weight room, and includes a training/conference center for both the fire department and the community. The Parks building includes a four-bay structure with multi-purpose administration space. Exterior design and material selections unify the two buildings into a campus atmosphere. Site configuration provides safe separation of public pedestrian and vehicular traffic from the City and Fire functions. This project utilized a Design/Build delivery method, came in under budget, and was on schedule.

Size (Floors / GSF)

Firehouse: 16,400 sf

Parks Bldg: 7,500 sf

Construction Cost

Firehouse: \$4,200,000

Parks Bldg: \$1,100,000

Reference Contact

Brent Saunders
Fire Chief
(618) 622-1461





University City Fire House No. 1

University City, Missouri

Our Fire/Safety Studio experts developed a very efficient facility design solution for this new two-story house situated on a narrow city site. Our design accommodates diverse functions including living quarters, administration, fitness/training, community education space, and five-bay apparatus bay. A sizeable apparatus area allows equipment and vehicle maintenance to be performed within the facility and the mezzanine space is outfitted for rescue training simulations. The exterior is designed with custom cast stone logo panels and brick façade to complement the surrounding high-end residential communities. This station contains an emergency storm shelter, utilized a Design-Bid-Build system, and was completed on time and in budget.

Size (Floors / GSF)

16,500 sf

Construction Cost

\$2,300,000 (on budget)

Reference Contact

Fire Chief Don Miner
University City Fire Dept.
(314) 505-8593



Municipal Experience-Consultants



(MEP, FP / Security / AV / Tech. Engineers)

- Crestwood Municipal Building
- Poplar Bluff Municipal Building
- Town & Country City Hall
- Osage Beach City Hall
- Warren County Courthouse
- Franklin County Government Ctr
- Washington County Courthouse
- Creve Coeur City Hall
- Monroe County Courthouse
- Columbia, MO Government Center Phase 1 & 2
- Webster Groves City Hall and Fire/Police
- Pacific City Hall / Police
- Berkeley City Hall / Fire / Police
- Troy, MO City Hall / Police
- Olivette Municipal Building
- Creve Coeur Fire

CEDC

(Civil Engineers)

- City of Berkeley Municipal Complex
- Pacific City Hall & Police Station
- Creve Coeur Fire
- Olivette Municipal Complex
- City of Rock Hill Municipal Center



(Structural Engineers)

- Courthouse & Jail Facilities
- St. Louis Metro Police Dept. Facilities
- Hannibal Supervision Center
- St. Louis County Crime Lab
- St. Ann City Hall Renovations
- Cahokia Courthouse Structural Stabilization



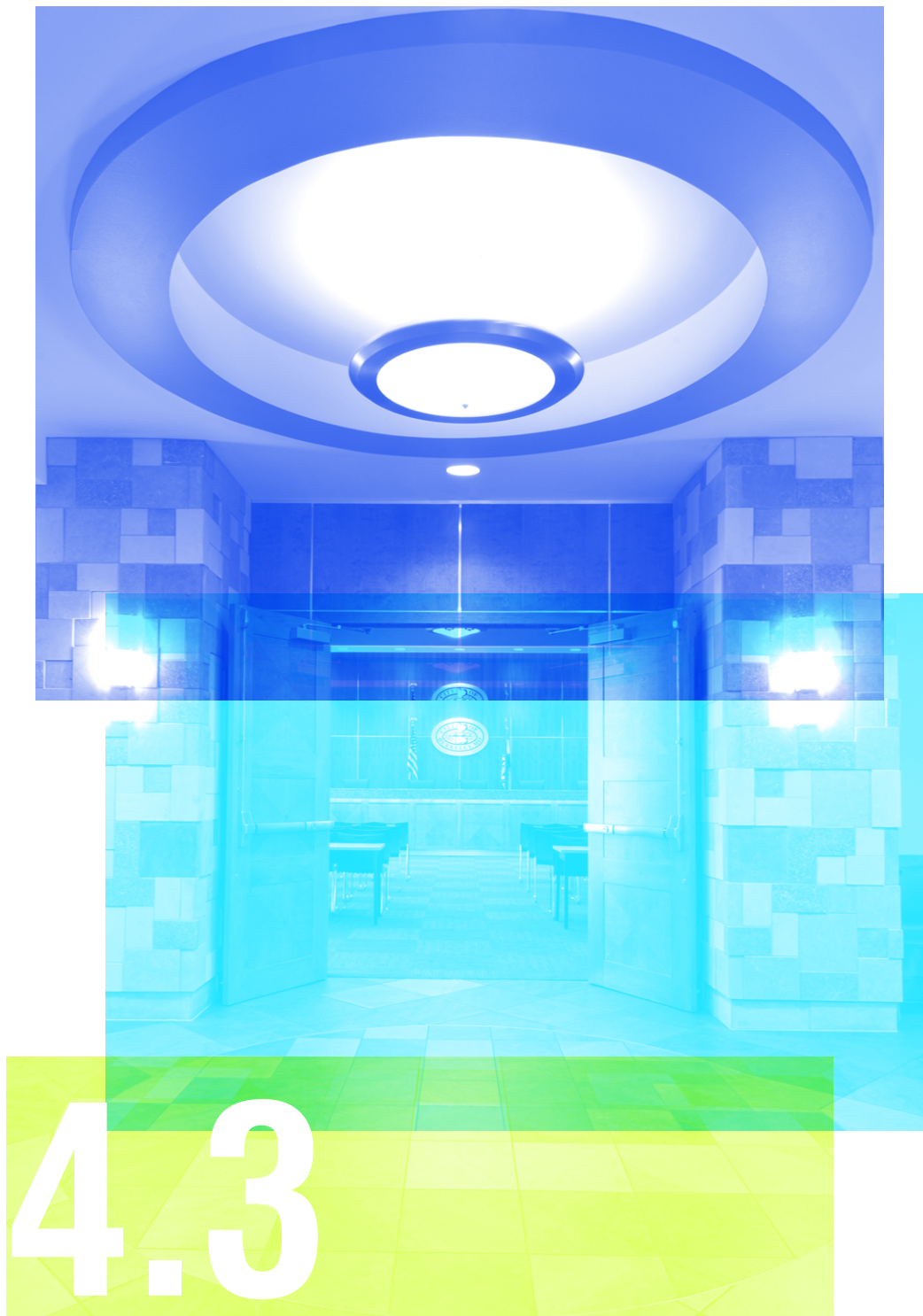
(Landscape Architect)

- Cottleville City Hall / Police Station
- Bel Ridge City Hall
- Rock Hill Municipal Center
- Whitely County Justice Center
- University City Police Department
- Creve Coeur Fire

Cooper Construction Estimating, LLC

(Cost Estimation)

- Wildwood City Hall
- Nicholasville City Hall
- Alton City Hall Renovation
- Whitely County Justice Center
- University City Police Department



Key Personnel

The professionals selected for this effort all reside in the St. Louis office and are professionally licensed in the State of Missouri.

Key Personnel

Our People selected for the City of Creve Coeur team are comprised of **100% licensed professionals** with an average tenure of over 12 years with Archimages. These individuals are highly trained Municipal and Public Sector design professionals and motivated to perform. Together with our engineering partners, we are proud that over 90% of our commissions are a result of referrals. Archimages maintains positive relationships with our clients by providing consistent service and personnel.

Our Proximity to the City of Creve Coeur and the Site will prove to be an advantage during our extended relationship. Our team's response time will allow for **increased interaction and efficiencies for your staff**. It will also allow us to monitor ongoing construction progress and maximize communication and documentation efforts.

Our Passion compels our team to achieve solutions that exceed your expectations. Creativity does not need to translate into expensive solutions. **Reaching a balance between function, aesthetics, and cost** is a challenge our team accepts with great enthusiasm of success. Our team provides comprehensive Architectural, Planning, and Interior Design Services with a full compliment of engineering services.



Roy Mangan



Travis Van Buren

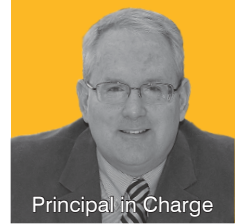


Gary Dedeker



Quality Control / Construction Admin.

Greg Garner



Principal in Charge

Johanna Worden



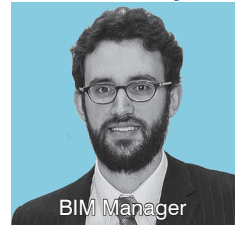
Project Architect

Mariann Maxvill

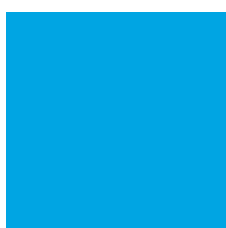


Interiors

Joe Carey



BIM Manager



City of Rock Hill*Rock Hill, Missouri*

- Police, Fire, City Hall Complex

City of Berkeley*Berkeley, Missouri*

- Municipal Facility Evaluation
- Police, Fire, City Hall Complex

City of Pacific*Pacific, Missouri*

- Municipal Facility Evaluation
- City Hall & Police Station Addition

Perryville Police Station*Perryville, Missouri*

- New Police Station

City of Olivette*Olivette, Missouri*

- Municipal Facility Evaluation
- Fire / Police / City Hall Complex
- Community Center Analysis

City of Byrnes Mill*Byrnes Mill, Missouri*

- New City Hall / Police Facility

City of O'Fallon*O'Fallon, Illinois*

- Fire Station / Parks Facility
- Site Master Plan

City of Ballwin*Ballwin, Missouri*

- Municipal Facility Evaluation
- Facility Master Plan / Feasibility Study

City of Troy*Troy, Missouri*

- Municipal Facility Evaluation
- City Hall Renovations

City of Clayton*Clayton, Missouri*

- New Fire Station
- City Hall Renovations

City of Creve Coeur*Creve Coeur, Missouri*

- Firehouse #2 Replacement

R. Gregory Garner

Principal / Design Coordinator



Greg Garner has over 30 years of architectural design and management experience with an emphasis on planning and design. He directs the Municipal, Planning, and Design divisions of Archimages. Mr. Garner will participate in programming, design, and presentation sessions with clients and required outside agencies.

As Principal, Mr. Garner provides expertise in the areas of master planning, and construction management. He strives to provide innovative solutions that balance the esthetic, functional and budgetary needs of clients and users. He will direct the interactions and decisions of the design team while monitoring their overall performance.

Education

Bachelor of Architecture: *University of Kansas*

Bachelor of Environmental Design: *University of Kansas*

Registration

Registered Architect: *Missouri*

Member: *Missouri Municipal League, Southern Building Code Org., Advisory Board - Eagle Bank, Kirkwood, Missouri*
LeadingAge, BOMA International

Tenure

28 years

City of Rock Hill*Rock Hill, Missouri*

- Police, Fire, City Hall Complex

City of Creve Coeur*Creve Coeur, Missouri*

- Firehouse #2 Replacement

City of Pacific*Pacific, Missouri*

- Municipal Facility Evaluation
- City Hall & Police Station Addition

City of Olivette*Olivette, Missouri*

- Existing Facility Plan / Evaluation
- New Fire / Police / City Hall Complex
- Community Center Feasibility Study

City of Berkeley*Berkeley, Missouri*

- Existing Facility Plan / Evaluation
- Site/Building Master Plan
- Police, Fire, City Hall

City of O'Fallon*O'Fallon, Illinois*

- Fire Station / Parks Facility

City of Ballwin*Ballwin, Missouri*

- Municipal Facility Evaluation
- Facility Master Plan / Feasibility Study

City of Byrnes Mill*Byrnes Mill, Missouri*

- New City Hall / Police Facility

University City Fire Protection District*University City, Missouri*

- Firehouse #1 & #2

City of Clayton*Clayton, Missouri*

- New Fire Station
- City Hall Renovations

Cape Girardeau Fire/911 Center*Cape Girardeau, Missouri*

- New Firehouse, 911 Center

Roy Mangan

Project Manager



Roy Mangan has over 26 years of architectural experience with an emphasis on project management. Mr. Mangan's expertise lies in the areas of the construction, detailing, and technical aspects of construction, giving him a comprehensive understanding of the built environment.

As Project Manager, Mr. Mangan will be responsible for production aspects of the project. He will assist the Project Manager throughout the design, construction documentation, and administration process of the project.

Education

Bachelor of Architecture: *University of Kansas*

Registration

Registered Architect: *Missouri*

Tenure

15 years with Archimages

Municipal Planning

- City of Olivette, Missouri
- City of Pacific, Missouri
- City of Berkeley, Missouri
- City of Brynes Mill, Missouri

City of Rock Hill

Rock Hill, Missouri

- Police, Fire, City Hall Complex

City of Creve Coeur

Creve Coeur, Missouri

- Firehouse #2 Replacement

City of Berkeley

Berkeley, Missouri

- Existing Facility Plan / Evaluation
- Site/Building Master Plan
- Police, Fire, City Hall

City of Olivette

Olivette, Missouri

- Existing Facility Plan / Evaluation
- New Fire / Police / City Hall Complex
- Community Center Master Plan

City of Pacific

Pacific, Missouri

- Municipal Facility Evaluation
- City Hall & Police Station Addition

City of Twin Oaks

St. Louis, Missouri

- New Municipal Center

City of Brynes Mill

Brynes Mill, Missouri

- New City Hall / Police Facility

City of Troy

Troy, Missouri

- Municipal Facility Evaluation
- City Hall Renovations

Kirkwood School District

Kirkwood, Missouri

- Master Facilities Plan Development

Johanna Worden

Project Architect



Johanna Worden has over 18 years of planning, design, documentation, and construction experience on a wide variety of projects. She has assisted with the majority of the Municipal, Religious, and Educational related projects accomplished by Archimages. Her space planning and design skills will benefit the overall design process.

As Project Architect, Mrs. Worden will be responsible for all production and planning aspects of the project. She will assist the Principal in Charge and Project Manager throughout the planning and design process of the project.

Education

Bachelor of Environmental Design: *University of Puerto Rico*
Master of Architecture: *University of Illinois-Urbana-Champaign*
(*Magna Cum Laude*)

Registration

Registered Architect: *Missouri*

Tenure

12 years

City of Rock Hill*Rock Hill, Missouri*

- Police, Fire, City Hall Complex

City of O'Fallon*O'Fallon, Illinois*

- Fire Station / Parks Facility

City of Olivette*Olivette, Missouri*

- Existing Facility Plan / Evaluation
- New Fire / Police / City Hall Complex
- Community Center Master Plan

City of Pacific*Pacific, Missouri*

- Existing Facility Plan / Evaluation
- New City Hall & Police Station Additions

City of Ballwin*Ballwin, Missouri*

- Existing Facility Plan / Evaluation
- Site/Building Master Plan

City of Berkeley*Berkeley, Missouri*

- Existing Facility Plan / Evaluation
- New Police, Fire, City Hall Complex

City of Byrnes Mill*Byrnes Mill, Missouri*

- New City Hall / Police Facility

Hunter Engineering Corporate Offices*Bridgeton, Missouri*

- Facility Master Plan
- Expansions & Renovations

City of Troy*Troy, Missouri*

- City Hall Renovations

City of Creve Coeur*Creve Coeur, Missouri*

- Firehouse #2 Replacement

Commerce Bank & Technology Center*St. Louis, Missouri*

- Building Evaluation & Additions

Mariann Maxvill

Interior Design Director



Mariann Maxvill has over 17 years of experience as an interior designer and product specifier. She manages the Interiors division of Archimages. She has vast knowledge regarding product specifications and performance criteria for a wide variety of finishes. Her expertise and space planning design ability will generate design themes that are motivational and efficient.

As the Interiors Director, Mrs. Maxvill will provide support space planning, documentation and color and finish selections. Utilizing her hands-on approach, she assesses clients' needs and will meet all budgetary requirements. As an accredited LEED professional, she will be an active participant in the LEED project team and certification process for your building.

Education

Bachelor of Fine Arts - Interior Design: *Maryville University*

Registration

LEED AP

NCIDQ Number 29955

Professional Membership

IIDA - International Interior Design Association

Tenure

15 years

City of Olivette*Olivette, Missouri*

- Fire / Police / City Hall Complex

City of Pacific*Pacific, Missouri*

- City Hall & Police Station Addition

Cape Girardeau Fire/911 Center*Cape Girardeau, Missouri*

- New Firehouse, 911 Center

City of Byrnes Mill*Byrnes Mill, Missouri*

- New City Hall / Police Facility

Perryville Police Station*Perryville, Missouri*

- New Police Station

Mercy Health System*Edmond, Oklahoma*

- Wellness Center & Integrated Multi-Specialty Clinic

American Eagle Credit Union*St. Louis, Missouri*

- (7) New Facility & Renovations

City of Troy*Troy, Missouri*

- City Hall Renovations

City of Ballwin*Ballwin, Missouri*

- Facility Master Plan
- Feasibility Study

Pattonville School District*St. Louis, Missouri*

- 9 Facility Renovations

St. Michael's Parish*Biloxi, Mississippi*

- Sanctuary Evaluations / Renovations
- Parish Life Center Addition

Ladue Chapel*Ladue, Missouri*

- Evaluation / Renovations

Gary Dedেকে

Specifications/ QC Specialist



Gary Dedেকে has over 38 years of architectural experience with an emphasis on document production, construction detailing, and quality control. He has managed multiple project types and has been responsible for all aspects of the design process.

Mr. Dedেকে will function as the Specification Writer and Quality Control Specialist and be responsible for guaranteeing the quality of the construction plans and specifications. Mr. Dedেকে will attend selected team meetings, perform required field observations, and review all documents required for the construction phase of the project.

Education

Bachelor of Architecture: *Washington University*

Registration

Registered Architect: *Missouri, Illinois and 45 other states*

Member: *National Council of Architectural Registration Boards (NCARB), American Institute of Architects (AIA), Missouri Council of Architects (MCA), Missouri LeadingAge*

Tenure

10 years



BRIAN D. HEIDEMAN, P.E.
Associate Vice President
Business Unit Leader, Building Services

Brian Heideman has been involved in the design of education, health care, commercial and government facilities for over 30 years. Brian's responsibilities include establishing client relations, assembling design teams, establishing fees, scheduling and performing overall quality reviews during the design phase and construction phase of projects. Brian's design experience includes mechanical, civil, plumbing and fire protection systems. He has designed multi-zoned domestic water piping systems for high-rise buildings, storm water and sanitary sewage pumping systems and pure water systems. His fire protection system experience includes multi-zoned Clean Agent fire suppression systems, wet pipe and dry pipe sprinkler systems, Early Suppression/Fast Response (ESFR) fire suppression systems and AFFF chemical fire suppression systems. Brian's civil experience includes designing storm and sanitary lift stations, wet or dry storm water retention basins and below-ground sanitary retention structures. His experience also includes performing code and regulatory reviews for education, commercial, health care and industrial/manufacturing facilities.

EDUCATION

B.S., Civil
 Engineering, Missouri
 University of Science
 and Technology,
 Rolla, 1979

REGISTRATIONS

Professional
 Engineer: Missouri,
 Illinois, Virginia, Ohio,
 Washington

**PROFESSIONAL
 ACTIVITIES**

Past President of the
 St. Louis Chapter of
 American Society of
 Plumbing Engineers

Past President of the
 American Society of
 Plumbing Engineers
 Research Foundation

American Society for
 Healthcare
 Engineering of the
 American Hospital
 Association

American Society of
 Plumbing Engineers

National Fire
 Protection Association

New City Hall | City of Osage Beach, MO

Design and construction administration services for the new Osage Beach City Hall and Police Department. Project included conference rooms, offices, police department, holding cells, maintenance areas and storage areas.

New City Hall | City of Creve Coeur, MO

Design and construction administration services for the new city of Creve Coeur Government Center. Project included renovating an old existing school into a government center with conference rooms, offices, police department, holding cells, and maintenance area.

Olivette Master Plan Implementation | City of Olivette, MO

Project Manager for the 36,000 square foot municipal building that will house police, fire and city hall. Project includes a 3 bay drive through apparatus bay, living, sleeping quarters, work out room and training room. The project now consists of a two story facility on a new site off Dielmann Road with a construction cost of 9 million.

City Hall Expansion and Renovation

City of Pacific, MO

Project Principal for expansion and renovation of an existing, two-story, City Hall to enable all departments to be in one 25,000-sq-ft facility: police, emergency operations center and dispatch, city management, courts and public works departments. Project includes separate HVAC systems for the dispatch and IT rooms in the building. Fire protection consists of double interlock pre-action systems for each space. Complete facility is on emergency power.

**Berkeley Municipal, Police and Fire Complex
 Berkeley, MO**

Project Manager/Engineer for a new multi-use municipal building for the City of Berkeley. The two-story complex contains a 17,571-sq-ft Police Station, and a 32,741-sq-ft municipal building that contains council chambers; mayor and aldermanic offices; training and meeting rooms. The new two-story, 18,190-sq-ft firehouse has three drive-through bays, dorm rooms, day rooms, kitchen, training and workout rooms. Designed to be energy efficient, Horner & Shifrin followed the 2009 international energy code and exceeded ASHREA 90.1-2007 energy requirements. The city hall building contains the city wide IT room for Fire, Police and City Hall. The room is served with a separate computer room mechanical unit, emergency power and a double interlock fire suppression system. Demolished two existing building to build new building.



INNOVATIVE TECHNOLOGY... simplified

9201 MANCHESTER ROAD □ ST. LOUIS, MO 63144
p.314.475.3080 □ f.314.475.3082 □ www.integrationcontrols.com



Education

B.S., Electrical
Engineering,
Missouri University
of Science and
Technology, Rolla,
1992

Professional Certifications

CEDIA ESC-T
Electronic Systems
Certified Technician

Lutron Lighting
Controls & Shading
Solutions
Programming &
Installation

AMX ACE
Certified Installer,
Programmer &
Designer

Multiple Other
manufacturer &
industry training
certificates available
upon request

**Keith A.
Fennewald**

Partner, Electronic Systems Engineer & Project Manager

Keith is responsible for supervising project technology needs analysis, creation of technology solution and design documents and when applicable, technology systems project management and execution of actual designed solutions. Solution design experience includes extensive experience with lighting control and daylight systems, motorized shading solutions, audio/video solutions for entertainment, public address systems, sound reinforcement, security and digital signage, security systems integration, surveillance systems, heating, cooling and climate controls integration, networking solutions for both Ethernet as well as proprietary network busses, as well as overall integrated control systems solutions to tie together multiple systems.

FleishmanHillard- St. Louis/Kansas City, Missouri & Dallas, Texas

Designer, project manager, programmer, and installation for multiple projects in three separate cities to address client's need for simple, reliable solutions. These solutions included public address via inter-office paging, digital signage for public spaces, audio/video and control solutions for small and large conference rooms that included local sound reinforcement, projection systems, lighting controls, motorized shades, audio/video conferencing and a control solution to allow the client the most simplified possible user interface for controlling it all.

Interapptive/ShipWorks- St. Louis, Missouri

Designer, project manager, lead programmer and installation supervisor for fully integrated office control solution. Systems designed and controlled included pan-tilt-zoom security cameras, communicating wireless pneumatic thermostats, office-wide audio and video distribution including a multi-display video wall solution, full enterprise network including wireless access and secure remote access, and door access controls for multiple entries and secured rooms.

Alizadeh Orthodontics- Chesterfield, Missouri

Designer, project manager, programmer, and installer of office wide sound distribution, patient video entertainment included video monitors at 10 medical chairs, and a small home theater to entertain the patients waiting for their appointments.



JOHN KILDEA, PE

Director of Structural Engineering

David Mason & Associates

**Years of Experience:** 20**Education:**

Bachelor of Science, Civil
Engineering, Southern
Illinois University
Edwardsville

Registration:

Professional Engineer
Missouri & Mississippi

Land Surveyor in Training
Missouri

Professional**Membership:**

American Society for Civil
Engineering (ASCE)

Structural Engineering
Institute (SEI)

John Kildea has extensive experience in the field of structural engineering. As Director of Structural Engineering, Mr. Kildea is responsible for ensuring both public safety, and complying with the client's requirements. His experience comprises all aspects of structural services including design of structures to resist natural forces, design of roof framing, floor framing, foundations and walls. Mr. Kildea conducts design, analysis, rehabilitation, and restoration on a wide variety of buildings, bridges, and environmental structures.

RELEVANT PROJECT EXPERIENCE**St. Louis County Police Precinct #4 - St. Louis County, Missouri**

Project Engineer. Structural engineering services for a new precinct that will consolidate manpower from three existing police stations within the South County area into one Precinct. This ADA compliant facility is approximately 8,000 SF in size and consists of office areas, lobby, conference rooms, a community room, holding cells, evidence and armory room, locker room, restrooms, an emergency generator, signage and storage space.

Fire Station Structural Condition Assessment - Granite City, Illinois

Project Manager. Structural condition assessment, and study for a combined fire station and police station facility consisting of the rehabilitation of a two-story, 13,000 SF facility consisting of an 8,500 square feet existing structure, and construction of a new 4,500 SF addition.

Ladue Fire Station Structural Inspection - St. Louis, Missouri

Structural Engineer. Visual inspection on two 62-year old buildings to determine their ability to withstand current seismic forces.

Ladue Fire Station #2 - Ladue, Missouri

Project Manager. Structural engineering services for construction of a new fire station to replace original building construction during 1950's.

St. Louis County Crime Lab Renovation, St. Louis, Missouri**Hannibal Community Supervision Center, Office of Administration - Hannibal, Missouri**

KARA C. MARFELL, PE

Lead Structural Engineer

**Years of Experience:**

19

Education:

University of Missouri
Columbia, Missouri,
Master of Science in
Civil Engineering

University of Missouri
Columbia, Missouri,
Bachelor of Science in
Civil Engineering

Registration:

Professional Engineer
Missouri & Mississippi

Land Surveyor in
Training, Missouri

Professional Membership:

American Institute of
Steel Construction
(AISC)

Kara is a highly skilled Professional Engineer specializing in structural design and project management for various projects. Scope of work for projects typically included production of structural drawings, generation of structural specifications, review of shop drawings, and construction administration. Primary experience includes projects such as schools (classrooms, auditoriums, gymnasiums, etc.), hospitals, medical office buildings, community recreation centers, office buildings, retirement housing, and university housing.

RELEVANT PROJECT EXPERIENCE**Centene – Ferguson, Missouri**

Project Manager. This project consisted of three individual building. The Office Building is a three story 45,000 gross square foot building utilizing tilt-up concrete bearing wall panel construction. Floor construction uses composite metal deck and structural steel composite beams. Roof construction is standard metal roof deck supported by steel bar joists. Foundations have been designed using a deep drilled shaft and grade beam system to accommodate the heavy loads, seismic conditions, and poor ancient river bed soil conditions.

Webster University Interdisciplinary Building – Webster, Missouri

As structural project manager Kara is responsible for drawing production using BIM software, generation of structural specifications, review of shop drawings and construction administration. This project includes structural design of a three-story interdisciplinary Science Building on the Webster University Campus. The structure is comprised of two composite framed floors, steel bar joist and beam roof framing, and steel columns. The building houses science labs, facility offices, and common meeting spaces. Due to the presence of adjacent structures, some historical, special considerations were taken when designing the building foundation.

BJC Medical Office Building – Shiloh, Illinois

Project Manager. The project team were able to meet the owner's request to accelerate the project schedule while staying within budget. DMA coordinated with other team members to accommodate energy efficiency and aesthetic requirements stipulated by the architectural team.

Missouri Athletic Club – St. Louis, Missouri

Structural design and construction administration for 20,000 SF expansion & renovations totalling \$6 Million.

CEDC

CIVIL ENGINEERING DESIGN CONSULTANTS

BRANDON A. HARP, P.E., LEED AP BD+C

Principal
Co-Owner Civil Engineering Design Consultants, Inc.

EDUCATION: University of Missouri • Columbia B. S. Civil Engineering
Webster University Master of Business Administration

REGISTRATION: Professional Engineer MO, IL, IA, LA, MS, TN

PROFESSIONAL MEMBERSHIPS:

City of Webster Groves Plan Commission
American Society of Civil Engineers, ASCE
Missouri Floodplain & Storm Managers Association, MFSMA
National Council of Examiners for Engineering and Surveying, NCEES (*Model-In-Law*)
Chi-Epsilon

YEARS OF EXPERIENCE: 23

SPECIALIZED EXPERIENCE:

Design of Municipal, Fire and Police Facilities
Permitting through MSD, Municipalities, and St. Louis County
Master Land Planning
Site Development Engineering
Zoning Services

PROJECT EXPERIENCE:

MUNICIPALITIES, POLICE STATIONS AND FIRE DEPARTMENTS

- Creve Coeur Government Center ~ Government center improvements and new police station
- Olivette Government Building, Olivette, MO ~ New city hall
- Pacific City Hall and Police Station, Pacific, MO ~ Building addition and site improvements
- Black Jack Fire Station, St. Louis County, MO ~ New firehouse
- Creve Coeur Fire District ~ New firehouse
- Eureka Fire Protection District ~ New training Center
- Florissant Valley Fire Station ~ New utility facility
- Mehlville Fire District, St. Louis County, MO
 - Firehouse No. 2 ~ New firehouse
 - Firehouse No. 3 ~ New firehouse
 - Firehouse No. 4 ~ New firehouse
 - Firehouse/Administration Office ~ Site improvements
- Signal Hill Fire Station, Signal Hill, IL ~ New firehouse



RANDALL W. MARDIS

President/Landscape Architect

Education

Bachelor of Landscape Architecture, 1979
 Kansas State University, Manhattan, KS
 Associate Degree in Architecture & Design, 1973
 Meramec Community College, St. Louis County, MO

Registration

State of Colorado # LA0001065
 State of Illinois # 157-001154
 State of Iowa # 00644
 State of Kansas # 264
 State of Kentucky # 873
 State of Missouri # 019
 State of Nebraska #294
 State of Ohio # 1065
 State of Oklahoma # la0406
 State of Pennsylvania # LA002715
 State of Tennessee # 852
 State of South Dakota #10184
 CLARB certification # 6334

Organizations & Activities

- Member, St. Peters Chamber of Commerce, St. Peters, MO 1998-Present
 - Vice-President, Missouri Association of Landscape Architects 2003-Present
- Member, Missouri Design Alliance 2003-Present
 - Member, American Society of Landscape Architects, 1979-1983, 1985-Present
 - Member, American Society of Landscape Architects Ethics Committee, 2007-Present
- Instructor, Missouri Botanical Gardens Adult Education Program, 1989-Present

Landscape Technologies

67 Jacobs Creek Drive
 Saint Charles, MO 63304
 [p.] (636) 928-1250
 [f.] (636) 928-4563

BIOGRAPHICAL STATEMENT

Randall W. Mardis, ASLA

Randy Mardis earned an associates degree in architecture prior to attending Kansas State University, where he earned a Bachelor of Landscape Architecture degree in 1979. During his term, membership more than doubled. Since graduation, he has worked for three landscape architectural firms from 1979 through 1994, when he opened his own practice. His projects are found throughout the Midwest and South and represent a wide diversity of project types. Randy is licensed in eight states: Missouri (#019), Kansas (#216), Illinois (#157-001154), Pennsylvania (#LA002715), Tennessee (#852), Ohio (#1065), Nebraska (#294) and South Dakota (#10184). Additionally, he holds certification with the Council of Landscape Architectural Registration Boards.

Randy has served in advisory board capacities at Meramec Community College and Kansas State University. He was honored in 2010 when he was presented the Bob Goetz Award for high ethics, mentoring and service to the profession.

Committment

Timeline

Archimages will function as your **advocate** throughout the process. Our team will develop and manage a process that ensures accuracy of information, efficiency of time, and adherence to deadlines. We have reviewed your documented timelines and fully understand the scope of services outlined in the RFQ.

Work Load

Archimages enjoys steady workloads which are managed by the firm's principals and management personnel. Weekly staff utilization levels are reviewed and adjusted to ensure critical path deadlines are met for all projects. We have populated our team with professionals having several years of experience within the fire safety and municipal design industry. This maximizes productivity and ensures full adherence with schedule milestones for your project. **Archimages' current work load will allow for immediate and consistent support by all selected team members for the duration of your project.**

Contingency Plan

We are proud of the consistency and tenured positions held by our team members. Archimages has qualified staff to support or replace key members if required.

LEED Accredited

Mariann Maxvill will manage the LEED tracking process for the project.

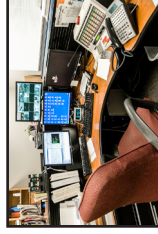




Project Understanding / Approach / Schedule

EXPERIENCE

With more than **28 years** of experience with municipal, police, fire safety, and public sector facilities, the **Archimages' Design Team** provides unsurpassed **experience and expertise** within our industry. From small rural communities, to large municipalities, our team's experience delivers **superior fire/police and municipal facility design** in a timely fashion, balancing the fiscal, functional and aesthetic needs of our clientele while surpassing their expectations.



Municipal/Fire/Police Facilities



- Rock Hill City Hall / Police & Fire
- Berkeley City Hall / Fire & Police Dept.
- Byrnes Mill City Hall / Police
- Olivette City Hall/Fire & Police Dept.
- Pacific City Hall & Police Department
- Perryville Police Station
- Troy City Hall & Police Station

Design Elements

- Security/Visibility/Access
- Essential Services Capacity
- Shift Size
- Parking (Staff vs. Public)/Site Accessibility
- Architectural Style/Scale/Character
- Secure Evidence / Storage Capacity
- Gear Protection/Equipment Storage
- Utility Access/Capacity
- Technology/Low Voltage/Dispatch
- Emergency Power/Storm Hardening
- MEP System Alternatives & Upgrades
- Future Growth/Expansion Opportunities

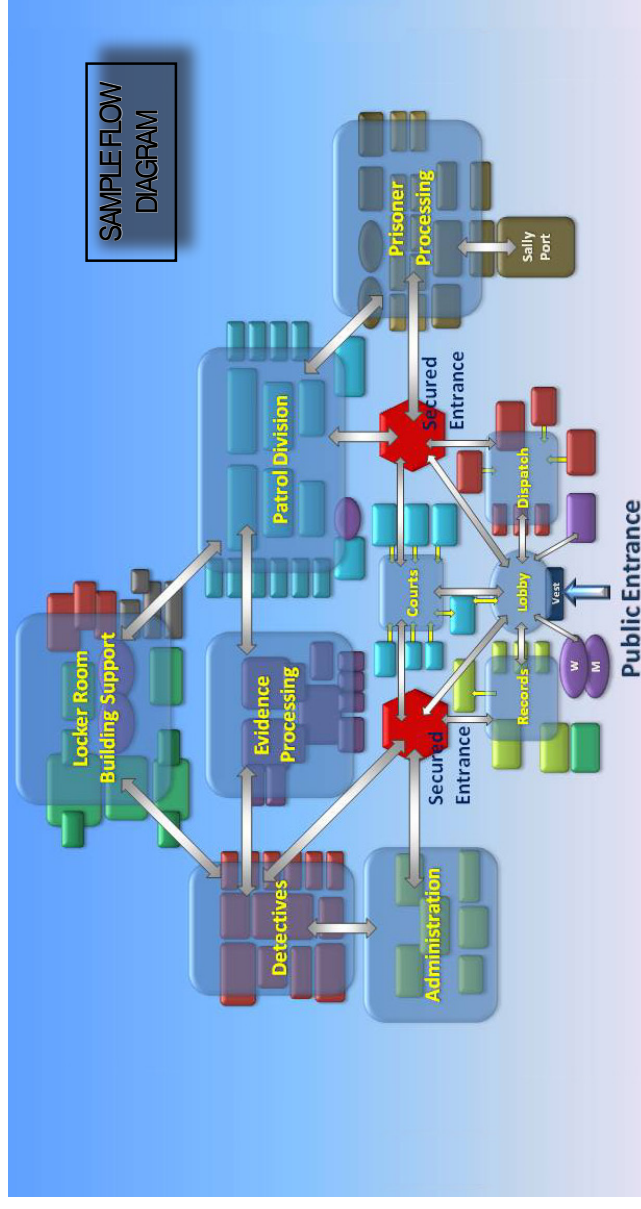
BUILDING

Operations:

Role:

Security, Flow, Efficiency, & Durability are critical factors to be included for any 21st century police facility design. Our team understands the importance of open dialogue & listening to the operational requirements of your staff. There is not a "cookie cutter" approach to this type of facility design. Archimages will walk departmental participants through a systematic process & review multiple templates of all critical areas. Industry "best practices" will be discussed & modified according to your specific needs, budget limits, & operational criteria. Flow patterns of administrative, public, patrol, processing, & evidence will be analyzed to maximize safety, efficiency, and "CALEA" protocols.

Police facilities have a responsibility to ensure a sense of safety and community spirit. The facility needs to support and represent their communities for decades while having the ability to be flexible to accommodate changing technology and operational trends. Common spaces and support functions that can be shared by departments will be discussed along with the required separation of public and private areas. Site and building circulation patterns will need to be carefully evaluated to ensure all staff and public are kept safe and functionally efficient.



SITE

Archimages has inspected your selected site with our engineers and are confident we can achieve maximum efficiency for the intended uses. Our team of experts will work through the design options and challenges associated with the site and guide the City to successful solutions. We will coordinate all necessary AHJ requirements, submittals, and approvals and achieve all budget and schedule objectives.

Packet Pg. 237



"We have evolved together
providing a refined design
experience for our clients."

4.5

Record of Performance / References

Cost Estimation Process

■ Cost and Budget Procedures

Archimages' and Cooper Construction Estimating's goals for every project is to provide the highest quality and value within the available budget. This requires a sophisticated process and a positive mind set -- a desire to not only "control" cost, but maximize resources!

We approach budget control as a pro-active, rather than reactive process. A budget analysis and cost model will be established with the overall project team apportioning the budget to building systems and components. Professional expertise, as well as life-cycle analysis will be continually evaluated to keep projects within budget. Historical cost data bases of completed projects will be used to validate initial project assumptions. Major components of the design are reviewed and priorities are established with the owner and user group on where to emphasize financial resources. The historical models are escalated to current market conditions, reviewed, and used as baselines for future comparisons.

"We Guarantee Our Budgets"



■ Value Engineering Philosophy:

We focus value-engineering practices during the schematic and design development phases. It is a balance of scope, budget, and quality. Our approach to value engineering emphasizes the value received as opposed to concentrating solely on initial costs. We see maintainability, function, and energy consumption as key factors important in the evaluation of alternative designs. Our recommendations need to provide cost economies, schedule acceleration, and value engineering savings to products and life-cycle costs.

■ Budget/Bidding Strategy:

During the bidding, we will respond to all questions regarding the construction documents. Our purpose will be to ensure that the prospective bidders have all the information they need in order to prepare their bids. We will look closely at substitution requests and advise the owner's team as to their acceptability. We will encourage the construction community to participate in the bidding process for the most competitive process possible.

In the event all bids are in excess of the budget established by the entire team, our professionals will develop strategies and documents to reduce the bid levels at no cost to the owner.



Design to Budget

Client: City of Byrnes Mill, Missouri

New City Hall / Police Facility

4,000 sf

Budget / Estimate: \$873,000.00

Actual Cost: \$882,000.00



Client: City of Berkeley, Missouri

New City Hall & Fire House

50,925 sf

Budget / Estimate: \$6,780,000.00

Actual Cost: \$6,800,000.00



Client: City of Pacific, Missouri

New City Hall & Police Facility

19,500 sf

Budget / Estimate: \$3,900,000.00

Actual Cost: \$3,750,000.00



Client: City of O'Fallon, Illinois

Fire House #4 and Parks Facility

23,900 sf

Budget / Estimate: \$5,240,000.00

Actual Cost: \$5,300,000.00



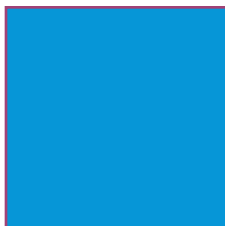
Client: Mercy Health System, Missouri

Clarkson Medical Pavilion

125,000 sf

Budget / Estimate: \$35,500,000.00

Actual Cost: \$34,000,000.00



References

Archimages has designed multiple Municipal, Police, and Fire Safety projects. We are proud of our reputations and enjoy long term relationships with our clients. We invite you to contact these resources and gain insight into how we were the **“RIGHT FIT”** for their organizations.

Archimages (architects/interiors)

- | | | |
|---|--|--|
| 1. Ms. Jennifer Yackley
City Administrator
City of Rock Hill
(314) 968-1410 | 3. Chief Brent Saunders
Fire Chief
O’Fallon Fire Rescue
(618) 622-1461 | 5. Mr. Larry Perney
City Administrator
City of Byrnes Mill
(636) 677-7727 x226 |
| 2. Ms. Barbara Sondag
City Manager
City of Olivette
(314) 993-0444 x5200 | 4. Mr. Matt Mansell
Police Chief
City of Pacific
(636) 257-2424 | |

The following represent our history of professional liability claims involving Archimages, Inc. None of these cases represented direct allegations against our design services. Archimages has had no Civil or Criminal claims, judgements, or suits made against the corporation since inception in 1988.

Date claim made: January 17, 2013
Claimant: 8800 Watson, LLC
Project: Medical Office Building - Crestwood, MO
Nature of Claim: Omissions on planning documents related to HVAC system by outside engineer. Settled in a mediation conference. Archimages received a 50% refund check from the insurance company of the deductible paid, a full settlement check was received from the client for all past due accounts receivable, and a full release of claims. No action taken against Archimages.
Status: Closed

Date claim made: June 25, 2009
Claimant: Garske vs. Sunrise Beach FPD., et al.
Project: Sunrise Beach FPD Firehouse - Sunrise Beach, MO
Nature of Claim: This claim was based on an auto accident (12/19/08) on a road adjacent to the construction site of our project. The driver of the vehicle that caused the accident was legally intoxicated according to the police reports. There is no evidence or findings that point to our design as part of the issue. Archimages was one of 15 organizations named in the suit.
Status: Closed

Date claim made: January 4, 2008
Claimant: David & Tamela Kimball
Project: St. Anthony’s Medical Center - St. Louis, MO
Nature of Claim: No claim made against Archimages. Principal/Architect testified as an expert witness in a case involving St. Anthony’s Medical Center. No legal fees or settlement was paid by Archimages.
Status: Closed

Proximity + Familiarity



Proximity + Familiarity

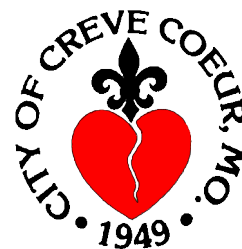
Agency Interaction

Archimages' process includes detailed **code analysis** and evaluation of alternatives that are viable as you consider design options. Building, life safety, and energy codes are evaluated so that balanced decisions can be made. **Jurisdictional coordination** with the City of Creve Coeur and necessary AHJ's will be one of the initial steps our team undertakes. Research and documentation of the processes and required approvals will be defined by the team and communicated to the city. We consider all jurisdictional agencies as part of our design and project implementation team.

Creve Coeur Experience

Archimages has collaborated with the City of Creve Coeur for the past 25 years through several projects. We have submitted over 100 projects through Mercy Health and other clients and are currently under construction with a fire house for the City of Creve Coeur Fire Protection District. Being located in the Kirkwood area gives our team **excellent proximity** to the site and **efficient access** for your staff. Our team has years of experience coordinating with the local agencies and utility companies that have jurisdiction over the planning and permit process.

Archimages excels at community outreach and will be instrumental in the ongoing process of maintaining open communication and a positive atmosphere in the community regarding the project.



Agency Elements

- City of Creve Coeur
 - *F.P.D.
 - *Planning & Zoning
 - *Board of Adjustment
 - *Public Works
- (MO) DNR
- Ameren UE
- MSD
- Laclede Gas
- St. Louis County (M.E.P. Reviews)
- Charter / AT&T
- Missouri American Water

MBE / WBE Inclusion

4.7



Diversity Approach

Since our inception in 1988, our core belief is that we are an Equal Opportunity Employer, and as such, do not discriminate against any employee or applicant for employment. We continue to empower our employees to become leading members in our firm and to strive to become equity partners. We also encourage them to reach out to their community and give back.

Mentoring / Scholarship Program:

Archimages is participating in ongoing discussions with several Universities regarding the creation of a minority architectural scholarship and internship program. We want to give the opportunity to those who are committed to the profession an avenue to gain the working knowledge of the architectural profession. An internship will equip them with the working knowledge they need with the hope that they will remain with us upon graduation. Hiring and mentoring interns and giving them access to their future career is very important to us.

Our minority mentoring program also includes high school groups, local Ranken students and individuals interested in the architectural and interior design professions. Many individuals have had “shadow” sessions at our office where they have been able to collaborate and observe what we do on a daily basis. We continue to advance this program and are excited to have the opportunity to present ourselves to these groups.

Current Team:

Our design team includes David Mason and Associates who will be providing Structural Engineering services which approximates 10-15% of our teams’ services. As a registered (MBE/DBE) enterprise, DMA brings design excellence with expertise in the Municipal market.



Sustainability



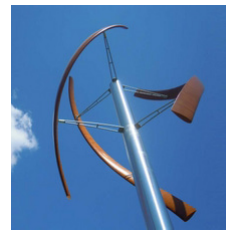
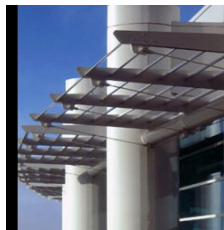
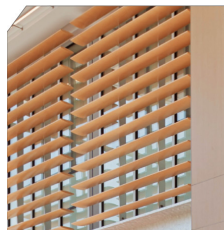
Promoting “Green” Design

Longevity • Sustainability • Green

Archimages utilizes these concepts which are integral to designing better working and living environments while keeping our client’s best interest in mind. We believe in promoting building designs that create environmentally responsible spaces that are healthy, comfortable, and cost-effective for the citizens and staff.

Archimages strives to meet local community and national standards in efficient building design. Our design goal is to reduce the carbon foot print of your project while creating innovative designs that balance form and function. In design of **fire/safety facilities**, we **focus on health, durability, and life cycle cost issues**, addressing acoustics, air quality, mold prevention as well as introduction of natural daylight, views, energy and water efficiency within facilities. We can investigate **options** for making portions of the facility available for passive training, and explore options for future expansion.

Archimages is an active participant in the **United States Green Building Council (USGBC)**. Our LEED Accredited Professionals can assist your project team to register the project, assemble the necessary documentation, collect information, and perform required calculations for all prerequisites and credits if you choose to pursue project LEED certification. We have experience with other certification processes including Energy Star and Green Globe programs. We can also direct you towards grant programs available for lighting, recycling, and energy efficient design awareness.



■ Accredited Design Professional

Mariann Maxvill: LEED AP (resume included in Section 4.3)

■ Project Certification Examples

VA Physical Medicine & Rehabilitation Center (Biloxi, MS)

LEED Silver

Wendy’s Restaraunt (Bridgeton, MO)

LEED Silver

VA Residential Rehabilitation Center (Walla Walla, WA)

LEED Silver

Archimages
architect

Archimages

architecture | interiors

P: 314-965-7445
143 West Clinton Place
St. Louis, MO 63122

P: 913-378-9533
14205 W. 95th Street
Lenexa, KS 66215

P: 618-623-9252
6400 W. Main St., Ste 1Q
Belleville, IL 62223





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

Meeting: 02/13/17 07:00 PM
Department: Public Works Department
Category: Resolution
Prepared By: Matt Wohlberg
Department Head: Jim Heines

SCHEDULED

RESOLUTION

Resolution No. 1266 - a Resolution of the City Council of the City of Creve Coeur, Missouri Authorizing the Execution of a Contract with Amcon Municipal Concrete, LLC for the Emerson Sidewalk Improvement Project for the Amount of \$348,542.30.

City staff has reviewed the bids received for the Emerson Sidewalk Improvements Project and recommends award of the construction contract to Amcon Municipal Concrete, LLC. This firm has provided the lowest, responsible, and responsive bid and has provided quality work for the City in past roadway and sidewalk projects. The City was awarded a Transportation Alternatives Program (TAP) grant to subsidize the cost of this project. The Missouri Department of Transportation (MoDOT) administers this federal grant. MoDOT has issued its concurrence in award of the project to Amcon Municipal Concrete.

RESOLUTION NO. 1266

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AUTHORIZING THE EXECUTION OF A CONTRACT WITH AMCON MUNICIPAL CONCRETE, LLC FOR THE EMERSON SIDEWALK IMPROVEMENT PROJECT FOR THE AMOUNT OF \$348,542.30.

WHEREAS, the City of Creve Coeur strives to provide a safe and accessible pedestrian infrastructure for the use and enjoyment of the public;

WHEREAS, the City has been awarded a federal Transportation Alternatives Program (TAP) grant to assist with the cost to update the sidewalk along Emerson Road between Ladue Road and Old Ballas Road;

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, Amcon Municipal Concrete, LLC, 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 TAP grants, has reviewed the project plans, specifications, and bids, and has issued its concurrence in award of the project to Amcon Municipal Concrete, LLC.

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

Section 1. The Contract between Amcon Municipal Concrete, LLC and the City, attached hereto as "Exhibit A," with a not-to-exceed **contract sum of \$ 348,542.30**, 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 13th day of February, 2017.

Barry Glantz
Mayor

Resolution

Meeting of February 13, 2017

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 Amcon Municipal Concrete LLC of 850 Lonestar Drive O’Fallon, Missouri 63366 (hereinafter referred to as the “Contractor”) for the project identified as the Emerson Road Sidewalk Improvements Project TAP-5526(643) (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,” “Construction Plans,” 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 reprocurement 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 contract, 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 contract.

The Contractor expressly warrants that it has employed no third person to solicit or obtain this

contract 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 contract. Contractor further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and the Owner 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 contract, 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 Three Hundred Forty-Eight Thousand, Five Hundred Forty-Two Dollars and Thirty Cents (\$348,542.30). 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
201-20.10	CLEARING AND GRUBBING	LS	1	\$ 8,000.00	\$ 8,000.00
202-20.10	REMOVAL OF IMPROVEMENTS	LS	1	\$ 50,000.00	\$ 50,000.00
203-10.99	EARTHWORK	LS	1	\$ 35,000.00	\$ 35,000.00
304-05.00	TYPE 5 AGGREGATE BASE (4" THICK)	SY	466	\$ 6.00	\$ 2,796.00
304-05.06	TYPE 5 AGGREGATE BASE (6" THICK)	SY	291	\$ 9.00	\$ 2,619.00
405-30.10	TYPE "C" BITUMINOUS CONCRETE (PAVEMENT)	TON	99	\$ 180.00	\$ 17,730.00
405-30.30	TYPE "X" BITUMINOUS CONCRETE (BASE)	TON	165	\$ 180.00	\$ 29,664.00
502-11.06	CONCRETE PAVEMENT (6" NON-REINFORCED)	SY	98	\$ 59.25	\$ 5,782.80
603-20.70	ADJUST WATER SERVICE VALVE BOX TO GRADE (2" OR GREATER)	EA	2	\$ 500.00	\$ 1,000.00
604-40.11	PIPE COLLAR, TYPE "A" (CONCRETE)	EA	1	\$ 1,250.00	\$ 1,250.00
607-99.01	REMOVAL AND RELOCATION OF MAILBOX	EA	7	\$ 150.00	\$ 1,050.00
608-50.06	PAVED APPROACH (6")	SY	265	\$ 59.25	\$ 15,713.10
609-10.10	CONCRETE CURB, TYPE "S"	LF	139	\$ 30.00	\$ 4,170.00
609-10.55	ROLLED CURB AND GUTTER	LF	49	\$ 25.00	\$ 1,225.00
609-20.21	MODOT INTEGRAL CURB (OVER 6 IN. HEIGHT) TYPE A	LF	145	\$ 10.00	\$ 1,450.00
611-20.95	GROUT FOR ABANDONED SEWERS	CY	0	\$ 8,000.00	\$ 1,600.00
612-30.15	TRAFFIC CONTROL	LS	1	\$ 8,600.00	\$ 8,600.00
619.00.00	MOBILIZATION	LS	1	\$ 7,500.00	\$ 7,500.00
619-10.99	CONTRACTOR FURNISHED SURVEYING AND STAKING	LS	1	\$ 7,000.00	\$ 7,000.00
720-10.99	MODULAR BLOCK RETAINING WALL	SF	651	\$ 29.00	\$ 18,879.00
725-10.12	12" CORRUGATED GALVANIZED METAL PIPE	LF	39	\$ 80.00	\$ 3,120.00
725-10.30	30" CORRUGATED GALVANIZED METAL PIPE	LF	16	\$ 150.00	\$ 2,400.00
726-13.18	18" CLASS III REINFORCED CONCRETE PIPE CULVERT	LF	20	\$ 120.00	\$ 2,400.00
732-10.12	12" FLARED END SECTION (METAL)	EA	4	\$ 250.00	\$ 1,000.00
803-10.00	SODDING	SY	2761	\$ 6.50	\$ 17,946.50
806-70.00	SILT FENCE	LF	3695	\$ 2.00	\$ 7,390.00
621-20.11	PERMANENT WHITE PAVEMENT STRIPING, PAINT (24" WIDE)	LF	49	\$ 38.50	\$ 1,886.50
808-20.99	LANDSCAPING	LS	1	\$ 3,800.00	\$ 3,800.00
608-60.04	CONCRETE SIDEWALK (4" THICK)	SY	1991	\$ 38.00	\$ 75,650.40
608-60.07	CONCRETE SIDEWALK CURB RAMP (7" THICK)	SY	20	\$ 200.00	\$ 3,920.00
608-60.88	SIDEWALK BRIDGE	EA	2	\$ 2,000.00	\$ 4,000.00
608-60.89	INLET FLUME	EA	1	\$ 3,000.00	\$ 3,000.00
608-60.98	TRUNCATED DOMES FOR CURB RAMPS (NEW CONSTRUCTION)	SF	40	\$ 25.00	\$ 1,000.00

CONTRACT SUM:	\$ 348,542.30
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IN WITNESS WHEREOF, the parties hereunto have hereunto set their hands and affixed their seals to execute this Agreement, this _____ day of _____, 2017.

CITY OF CREVE COEUR

By: _____
Mark C. Perkins, City Administrator

(SEAL)

By: _____
James H. Heines, Director of Public Works

Attest: _____
City Clerk

Date: _____

CONTRACTOR

By: _____
Signature

Printed Name

Title

(SEAL)

Attest: _____

Date: _____



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: February 8, 2017

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works

FROM: Rich Beran, P.E., Civil Engineer
Matt Wohlberg, P.E., City Engineer

SUBJECT: Recommendation of Award
Emerson Sidewalk Improvement Project

City staff has reviewed bids recently submitted for the Emerson Sidewalk Improvement 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 2015 through the Transportation Alternatives Program (TAP). 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

Emerson Road begins at Ladue Road and runs along the east side of Interstate 270 to its intersection with Old Ballas Road. It then continues until it reaches Olive Boulevard. The total length of Emerson Road is approximately 1.2 miles. The City owns and maintains only a portion of Emerson Road: generally from the southern entrance at DeSmet Jesuit High School to Olive Boulevard, measuring approximately 0.7 miles. MoDOT maintains the remainder of the street.

The project will focus on the section of Emerson from Ladue Road to Old Ballas Road and will construct new sidewalk where one does not currently exist. It will be made compliant by today's standards of the Americans with Disabilities Act (ADA). The more significant aspects of the project include:

1. Sidewalk. Accessibility improvements will be made along of Emerson Road, from Ladue Road to Old Ballas Road. These will include new curb ramps, new sidewalks, and new pedestrian crossings at existing driveways and side streets.
2. Landscaping. Additional trees will be planted in select locations along with some improvements to the existing landscaping along the right of way fence at Emerald Green Drive.

The project will result in significant pedestrian improvements to one of the City's streets that does not currently have one for much of its length.

Bid Advertisement

The Invitation for Bids for the Coeur de Ville project was posted on the Creve Coeur and MoDOT websites from December 2, 2016, through January 5, 2017. 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:

- December 2, 2016
- December 6, 2016
- December 8, 2016
- December 13, 2016
- December 27, 2016

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 Emerson Sidewalk project at the Creve Coeur Government Center at 10:00 a.m. on Thursday, January 5, 2017. A total of nine (9) bids were received, as detailed in the attached Bid Tabulation and as summarized below:

<u>Bidder</u>	<u>Total Bid Price</u>
1. Amcon Municipal Concrete.....	\$ 348,542.30
2. Spencer Contracting Company.	\$ 356,604.00
3. N. B. West Contracting.....	\$ 362,864.95
4. Byrne and Jones Construction	\$ 377,723.75
5. E. Meier Contracting.....	\$ 427,282.50
6. L.F. Krupp Construction.....	\$ 436,622.80
7. R.V. Wagner, Inc.	\$ 438,398.80
8. Gershenson Construction Company ...	\$ 447,031.35
9. Lamke Trenching and Excavating	\$ 450,522.00

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.

Evaluation of Bids and Bidders

City staff found that all of the nine (9) 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, Amcon Municipal Concrete (Amcon), is a Saint-Louis-based company that successfully completed the Ladue Sidewalk Improvement Project and the rehabilitation of South Graeser Road and Brooktrail Court for the City of Creve Coeur in 2013. In those projects, Amcon demonstrated their ability to complete technically challenging tasks, such as accessible curb ramps.

City staff finds that Amcon is well suited to successfully complete the Emerson Sidewalk Improvement Project. Staff typically seeks a bid from Amcon for the City's construction projects, because staff appreciates that Amcon can do the work well.

Project Cost Review and Financing

A construction cost of \$292,000 was estimated for the Emerson Sidewalk Project based on the concept plan for Emerson Road. This was also the estimate used for the TAP grant application.

During the design phase, a significant portion of the existing sidewalk along the frontage of DeSmet High School was found to be out of compliance with ADA requirements, to be located outside of existing easements, to be located such that connecting to it would be unnecessarily difficult, or some combination of these three issues. Due to these issues, staff believed it to be beneficial and practical to replace the entire length of the existing sidewalk. The additional

removals, grading, and materials associated with the increased sidewalk scope increased the cost estimate to \$325,362.

Staff's review of the bids has found that the unit prices were, on average, slightly higher than the estimated prices. The bid prices for asphalt, however, were consistently and significantly higher than what was estimated and account for approximately \$21,000 of the cost difference between the estimated project cost and the lowest bid.

Budget Adjustment. The Emerson Sidewalk project will be completed using capital improvement funds allocated in the FY2017 budget under account number 02-61-71-9510-15604. The funds allocated for the project are \$292,000, leaving a budget shortfall of \$56,542.30. Both the microsurfacing and roadway reconstruction projects finished below budget, and staff proposes to use the remaining funding in these accounts to balance the Emerson Sidewalk account. This funding transfer will need to be accomplished through a budget adjustment.

TAP Grant. The City was awarded a federal TAP grant that will reimburse up to \$233,600.00 of the construction costs, representing approximately 67% of the price bid by Amcon.

Recommendation

The recommendation consists of two parts:

1. Move \$30,000 from the Microsurfacing account (02-61-71-9510-17604) and \$30,000 from the Street Reconstruction account (02-61-71-9510-17709) into the Emerson Sidewalk account (02-61-71-9510-15604). The \$60,000 will bring the total of the Emerson account to \$352,000 and will allow for some contingency in the project.
2. Award the Emerson Sidewalk Improvement Project to Amcon Municipal Concrete, LLC. for the total price of \$ 348,542.30 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 Amcon will successfully complete the subject project.

Concurrence in Award. MoDOT has reviewed the recommendation by City staff to award the subject project to Amcon 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

EMERSON SIDEWALK IMPROVEMENT PROJECT TAP-5526(643)

City of Creve Coeur, Missouri

Bids opened: 10:00 a.m. Thursday, January 5, 2017

Item Number	Item	Unit	Contract Quantity	Engineer's Estimate		Amcon Municipal Concrete		Spencer Contracting Company	
				Unit Bid Price	Item Subtotal	Unit Bid Price	Item Subtotal	Unit Bid Price	Item Subtotal
201-20.10	CLEARING AND GRUBBING	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,924.00	\$ 8,924.00
202-20.10	REMOVAL OF IMPROVEMENTS	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 50,000.00	\$ 50,000.00	\$ 45,948.00	\$ 45,948.00
203-10.99	EARTHWORK	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 35,000.00	\$ 35,000.00	\$ 36,736.00	\$ 36,736.00
304-05.00	TYPE 5 AGGREGATE BASE (4" THICK)	SY	466	\$ 7.00	\$ 3,262.00	\$ 6.00	\$ 2,796.00	\$ 6.29	\$ 2,931.14
304-05.06	TYPE 5 AGGREGATE BASE (6" THICK)	SY	291	\$ 9.00	\$ 2,619.00	\$ 9.00	\$ 2,619.00	\$ 15.36	\$ 4,469.76
405-30.10	TYPE "C" BITUMINOUS CONCRETE (PAVEMENT)	TON	99	\$ 100.00	\$ 9,850.00	\$ 180.00	\$ 17,730.00	\$ 190.77	\$ 18,790.85
405-30.30	TYPE "X" BITUMINOUS CONCRETE (BASE)	TON	165	\$ 100.00	\$ 16,480.00	\$ 180.00	\$ 29,664.00	\$ 106.46	\$ 17,544.61
502-11.06	CONCRETE PAVEMENT (6" NON-REINFORCED)	SY	98	\$ 65.00	\$ 6,344.00	\$ 59.25	\$ 5,782.80	\$ 68.70	\$ 6,705.12
603-20.70	ADJUST WATER SERVICE VALVE BOX TO GRADE (2" OR GREATER)	EA	2	\$ 250.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 172.50	\$ 345.00
604-40.11	PIPE COLLAR, TYPE "A" (CONCRETE)	EA	1	\$ 500.00	\$ 500.00	\$ 1,250.00	\$ 1,250.00	\$ 430.00	\$ 430.00
607-99.01	REMOVAL AND RELOCATION OF MAILBOX	EA	7	\$ 500.00	\$ 3,500.00	\$ 150.00	\$ 1,050.00	\$ 230.00	\$ 1,610.00
608-50.06	PAVED APPROACH (6")	SY	265	\$ 75.00	\$ 19,890.00	\$ 59.25	\$ 15,713.10	\$ 80.14	\$ 21,253.13
609-10.10	CONCRETE CURB, TYPE "S"	LF	139	\$ 25.00	\$ 3,475.00	\$ 30.00	\$ 4,170.00	\$ 23.79	\$ 3,306.81
609-10.55	ROLLED CURB AND GUTTER	LF	49	\$ 50.00	\$ 2,450.00	\$ 25.00	\$ 1,225.00	\$ 27.72	\$ 1,358.28
609-20.21	MODOT INTEGRAL CURB (OVER 6 IN. HEIGHT) TYPE A	LF	145	\$ 35.00	\$ 5,075.00	\$ 10.00	\$ 1,450.00	\$ 10.88	\$ 1,577.60
611-20.95	GROUT FOR ABANDONED SEWERS	CY	0	\$ 1,000.00	\$ 200.00	\$ 8,000.00	\$ 1,600.00	\$ 4,025.00	\$ 805.00
612-30.15	TRAFFIC CONTROL	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 8,600.00	\$ 8,600.00	\$ 2,000.00	\$ 2,000.00
619.00.00	MOBILIZATION	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 7,500.00	\$ 7,500.00	\$ 28,447.00	\$ 28,447.00
619-10.99	CONTRACTOR FURNISHED SURVEYING AND STAKING	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 7,000.00	\$ 7,000.00	\$ 6,527.00	\$ 6,527.00
720-10.99	MODULAR BLOCK RETAINING WALL	SF	651	\$ 30.00	\$ 19,530.00	\$ 29.00	\$ 18,879.00	\$ 20.97	\$ 13,651.47
725-10.12	12" CORRUGATED GALVANIZED METAL PIPE	LF	39	\$ 60.00	\$ 2,340.00	\$ 80.00	\$ 3,120.00	\$ 42.14	\$ 1,643.46
725-10.30	30" CORRUGATED GALVANIZED METAL PIPE	LF	16	\$ 120.00	\$ 1,920.00	\$ 150.00	\$ 2,400.00	\$ 101.20	\$ 1,619.20
726-13.18	18" CLASS III REINFORCED CONCRETE PIPE CULVERT	LF	20	\$ 100.00	\$ 2,000.00	\$ 120.00	\$ 2,400.00	\$ 64.63	\$ 1,292.60
732-10.12	12" FLARED END SECTION (METAL)	EA	4	\$ 1,000.00	\$ 4,000.00	\$ 250.00	\$ 1,000.00	\$ 332.93	\$ 1,331.72
803-10.00	SODDING	SY	2,761	\$ 5.00	\$ 13,805.00	\$ 6.50	\$ 17,946.50	\$ 6.73	\$ 18,581.53
806-70.00	SILT FENCE	LF	3,695	\$ 4.00	\$ 14,780.00	\$ 2.00	\$ 7,390.00	\$ 2.55	\$ 9,422.25
621-20.11	PERMANENT WHITE PAVEMENT STRIPING, PAINT (24" WIDE)	LF	49	\$ 4.00	\$ 196.00	\$ 38.50	\$ 1,886.50	\$ 22.43	\$ 1,099.07
808-20.99	LANDSCAPING	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 3,800.00	\$ 3,800.00	\$ 3,500.00	\$ 3,500.00
608-60.04	CONCRETE SIDEWALK (4" THICK)	SY	1,991	\$ 45.00	\$ 89,586.00	\$ 38.00	\$ 75,650.40	\$ 43.00	\$ 85,604.40
608-60.07	CONCRETE SIDEWALK CURB RAMP (7" THICK)	SY	20	\$ 100.00	\$ 1,960.00	\$ 200.00	\$ 3,920.00	\$ 168.98	\$ 3,312.01
608-60.88	SIDEWALK BRIDGE	EA	2	\$ 1,500.00	\$ 3,000.00	\$ 2,000.00	\$ 4,000.00	\$ 1,721.00	\$ 3,442.00
608-60.89	INLET FLUME	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00	\$ 1,635.00	\$ 1,635.00
608-60.98	TRUNCATED DOMES FOR CURB RAMPS (NEW CONSTRUCTION)	SF	40	\$ 40.00	\$ 1,600.00	\$ 25.00	\$ 1,000.00	\$ 19.00	\$ 760.00

Total Bid:

Engineer's Estimate

\$ 325,362.00

Amcon Municipal Concrete

\$ 348,542.30

Spencer Contracting Company

\$ 356,604.00

Denotes discrepancy between price written in word and numbers. Price written in words shown.

Denotes calculation error. Corrected value shown.



BID TABULATION

EMERSON SIDEWALK IMPROVEMENT PROJECT TAP-5526(643)

City of Creve Coeur, Missouri

Bids opened: 10:00 a.m. Thursday, January 5, 2017

Item Number	Item	Unit	Contract Quantity	N.B. West Contracting Company		Byrne and Jones Construction		E. Meier Contracting	
				Unit Bid Price	Item Subtotal	Unit Bid Price	Item Subtotal	Unit Bid Price	Item Subtotal
201-20.10	CLEARING AND GRUBBING	LS	1	\$ 18,200.00	\$ 18,200.00	\$ 12,000.00	\$ 12,000.00	\$ 15,000.00	\$ 15,000.00
202-20.10	REMOVAL OF IMPROVEMENTS	LS	1	\$ 25,456.00	\$ 25,456.00	\$ 40,000.00	\$ 40,000.00	\$ 20,000.00	\$ 20,000.00
203-10.99	EARTHWORK	LS	1	\$ 57,725.00	\$ 57,725.00	\$ 40,000.00	\$ 40,000.00	\$ 50,000.00	\$ 50,000.00
304-05.00	TYPE 5 AGGREGATE BASE (4" THICK)	SY	466	\$ 11.00	\$ 5,126.00	\$ 15.00	\$ 6,990.00	\$ 7.00	\$ 3,262.00
304-05.06	TYPE 5 AGGREGATE BASE (6" THICK)	SY	291	\$ 16.00	\$ 4,656.00	\$ 17.00	\$ 4,947.00	\$ 10.00	\$ 2,910.00
405-30.10	TYPE "C" BITUMINOUS CONCRETE (PAVEMENT)	TON	99	\$ 170.00	\$ 16,745.00	\$ 240.00	\$ 23,640.00	\$ 150.00	\$ 14,775.00
405-30.30	TYPE "X" BITUMINOUS CONCRETE (BASE)	TON	165	\$ 105.00	\$ 17,304.00	\$ 174.00	\$ 28,675.20	\$ 150.00	\$ 24,720.00
502-11.06	CONCRETE PAVEMENT (6" NON-REINFORCED)	SY	98	\$ 72.00	\$ 7,027.20	\$ 46.25	\$ 4,514.00	\$ 75.00	\$ 7,320.00
603-20.70	ADJUST WATER SERVICE VALVE BOX TO GRADE (2" OR GREATER)	EA	2	\$ 300.00	\$ 600.00	\$ 280.00	\$ 560.00	\$ 125.00	\$ 250.00
604-40.11	PIPE COLLAR, TYPE "A" (CONCRETE)	EA	1	\$ 400.00	\$ 400.00	\$ 1,650.00	\$ 1,650.00	\$ 350.00	\$ 350.00
607-99.01	REMOVAL AND RELOCATION OF MAILBOX	EA	7	\$ 150.00	\$ 1,050.00	\$ 100.00	\$ 700.00	\$ 250.00	\$ 1,750.00
608-50.06	PAVED APPROACH (6")	SY	265	\$ 62.00	\$ 16,442.40	\$ 78.50	\$ 20,818.20	\$ 65.00	\$ 17,238.00
609-10.10	CONCRETE CURB, TYPE "S"	LF	139	\$ 30.00	\$ 4,170.00	\$ 30.00	\$ 4,170.00	\$ 30.00	\$ 4,170.00
609-10.55	ROLLED CURB AND GUTTER	LF	49	\$ 30.00	\$ 1,470.00	\$ 41.50	\$ 2,033.50	\$ 30.00	\$ 1,470.00
609-20.21	MODOT INTEGRAL CURB (OVER 6 IN. HEIGHT) TYPE A	LF	145	\$ 36.00	\$ 5,220.00	\$ 15.50	\$ 2,247.50	\$ 20.00	\$ 2,900.00
611-20.95	GROUT FOR ABANDONED SEWERS	CY	0	\$ 3,000.00	\$ 600.00	\$ 1,000.00	\$ 200.00	\$ 700.00	\$ 140.00
612-30.15	TRAFFIC CONTROL	LS	1	\$ 3,200.00	\$ 3,200.00	\$ 10,000.00	\$ 10,000.00	\$ 30,000.00	\$ 30,000.00
619.00.00	MOBILIZATION	LS	1	\$ 17,863.00	\$ 17,863.00	\$ 15,000.00	\$ 15,000.00	\$ 30,000.00	\$ 30,000.00
619-10.99	CONTRACTOR FURNISHED SURVEYING AND STAKING	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 10,000.00	\$ 10,000.00	\$ 4,000.00	\$ 4,000.00
720-10.99	MODULAR BLOCK RETAINING WALL	SF	651	\$ 35.00	\$ 22,785.00	\$ 23.40	\$ 15,233.40	\$ 45.00	\$ 29,295.00
725-10.12	12" CORRUGATED GALVANIZED METAL PIPE	LF	39	\$ 45.00	\$ 1,755.00	\$ 40.75	\$ 1,589.25	\$ 30.00	\$ 1,170.00
725-10.30	30" CORRUGATED GALVANIZED METAL PIPE	LF	16	\$ 76.00	\$ 1,216.00	\$ 94.00	\$ 1,504.00	\$ 52.00	\$ 832.00
726-13.18	18" CLASS III REINFORCED CONCRETE PIPE CULVERT	LF	20	\$ 80.00	\$ 1,600.00	\$ 68.00	\$ 1,360.00	\$ 90.00	\$ 1,800.00
732-10.12	12" FLARED END SECTION (METAL)	EA	4	\$ 350.00	\$ 1,400.00	\$ 200.00	\$ 800.00	\$ 200.00	\$ 800.00
803-10.00	SODDING	SY	2,761	\$ 7.00	\$ 19,327.00	\$ 5.85	\$ 16,151.85	\$ 6.50	\$ 17,946.50
806-70.00	SILT FENCE	LF	3,695	\$ 0.01	\$ 36.95	\$ 3.15	\$ 11,639.25	\$ 3.00	\$ 11,085.00
621-20.11	PERMANENT WHITE PAVEMENT STRIPING, PAINT (24" WIDE)	LF	49	\$ 30.00	\$ 1,470.00	\$ 30.00	\$ 1,470.00	\$ 35.00	\$ 1,715.00
808-20.99	LANDSCAPING	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 3,350.00	\$ 3,350.00	\$ 4,600.00	\$ 4,600.00
608-60.04	CONCRETE SIDEWALK (4" THICK)	SY	1,991	\$ 48.00	\$ 95,558.40	\$ 44.50	\$ 88,590.60	\$ 60.00	\$ 119,448.00
608-60.07	CONCRETE SIDEWALK CURB RAMP (7" THICK)	SY	20	\$ 95.00	\$ 1,862.00	\$ 100.00	\$ 1,960.00	\$ 160.00	\$ 3,136.00
608-60.88	SIDEWALK BRIDGE	EA	2	\$ 1,800.00	\$ 3,600.00	\$ 1,400.00	\$ 2,800.00	\$ 1,500.00	\$ 3,000.00
608-60.89	INLET FLUME	EA	1	\$ 800.00	\$ 800.00	\$ 2,350.00	\$ 2,350.00	\$ 1,000.00	\$ 1,000.00
608-60.98	TRUNCATED DOMES FOR CURB RAMPS (NEW CONSTRUCTION)	SF	40	\$ 30.00	\$ 1,200.00	\$ 19.50	\$ 780.00	\$ 30.00	\$ 1,200.00

Total Bid:

N.B. West Contracting Company
\$ 362,864.95

Byrne and Jones Construction
\$ 377,723.75

E. Meier Contracting
\$ 427,282.50

Denotes discrepancy between price written in word and numbers. Price written in words shown.

Denotes calculation error. Corrected value shown.



BID TABULATION

EMERSON SIDEWALK IMPROVEMENT PROJECT TAP-5526(643)

City of Creve Coeur, Missouri

Bids opened: 10:00 a.m. Thursday, January 5, 2017

Item Number	Item	Unit	Contract Quantity	L.F. Krupp Construction Inc.		R.V. Wagner Inc.		Gershenson Construction Company	
				Unit Bid Price	Item Subtotal	Unit Bid Price	Item Subtotal	Unit Bid Price	Item Subtotal
201-20.10	CLEARING AND GRUBBING	LS	1	\$ 9,000.00	\$ 9,000.00	\$ 23,000.00	\$ 23,000.00	\$ 6,450.00	\$ 6,450.00
202-20.10	REMOVAL OF IMPROVEMENTS	LS	1	\$ 35,000.00	\$ 35,000.00	\$ 45,000.00	\$ 45,000.00	\$ 67,000.00	\$ 67,000.00
203-10.99	EARTHWORK	LS	1	\$ 42,000.00	\$ 42,000.00	\$ 58,000.00	\$ 58,000.00	\$ 52,000.00	\$ 52,000.00
304-05.00	TYPE 5 AGGREGATE BASE (4" THICK)	SY	466	\$ 12.00	\$ 5,592.00	\$ 9.00	\$ 4,194.00	\$ 9.00	\$ 4,194.00
304-05.06	TYPE 5 AGGREGATE BASE (6" THICK)	SY	291	\$ 16.00	\$ 4,656.00	\$ 14.00	\$ 4,074.00	\$ 12.00	\$ 3,492.00
405-30.10	TYPE "C" BITUMINOUS CONCRETE (PAVEMENT)	TON	99	\$ 200.00	\$ 19,700.00	\$ 175.00	\$ 17,237.50	\$ 216.00	\$ 21,276.00
405-30.30	TYPE "X" BITUMINOUS CONCRETE (BASE)	TON	165	\$ 120.00	\$ 19,776.00	\$ 175.00	\$ 28,840.00	\$ 118.00	\$ 19,446.40
502-11.06	CONCRETE PAVEMENT (6" NON-REINFORCED)	SY	98	\$ 78.00	\$ 7,612.80	\$ 72.00	\$ 7,027.20	\$ 63.00	\$ 6,148.80
603-20.70	ADJUST WATER SERVICE VALVE BOX TO GRADE (2" OR GREATER)	EA	2	\$ 196.00	\$ 392.00	\$ 175.00	\$ 350.00	\$ 550.00	\$ 1,100.00
604-40.11	PIPE COLLAR, TYPE "A" (CONCRETE)	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 350.00	\$ 350.00	\$ 1,800.00	\$ 1,800.00
607-99.01	REMOVAL AND RELOCATION OF MAILBOX	EA	7	\$ 200.00	\$ 1,400.00	\$ 135.00	\$ 945.00	\$ 200.00	\$ 1,400.00
608-50.06	PAVED APPROACH (6")	SY	265	\$ 95.00	\$ 25,194.00	\$ 53.00	\$ 14,055.60	\$ 71.00	\$ 18,829.20
609-10.10	CONCRETE CURB, TYPE "S"	LF	139	\$ 45.00	\$ 6,255.00	\$ 22.00	\$ 3,058.00	\$ 30.00	\$ 4,170.00
609-10.55	ROLLED CURB AND GUTTER	LF	49	\$ 60.00	\$ 2,940.00	\$ 28.00	\$ 1,372.00	\$ 30.00	\$ 1,470.00
609-20.21	MODOT INTEGRAL CURB (OVER 6 IN. HEIGHT) TYPE A	LF	145	\$ 15.00	\$ 2,175.00	\$ 17.00	\$ 2,465.00	\$ 15.00	\$ 2,175.00
611-20.95	GROUT FOR ABANDONED SEWERS	CY	0	\$ 4,200.00	\$ 840.00	\$ 2,000.00	\$ 400.00	\$ 2,500.00	\$ 500.00
612-30.15	TRAFFIC CONTROL	LS	1	\$ 12,500.00	\$ 12,500.00	\$ 18,000.00	\$ 18,000.00	\$ 4,500.00	\$ 4,500.00
619.00.00	MOBILIZATION	LS	1	\$ 24,000.00	\$ 24,000.00	\$ 21,000.00	\$ 21,000.00	\$ 62,500.00	\$ 62,500.00
619-10.99	CONTRACTOR FURNISHED SURVEYING AND STAKING	LS	1	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 4,300.00	\$ 4,300.00
720-10.99	MODULAR BLOCK RETAINING WALL	SF	651	\$ 36.00	\$ 23,436.00	\$ 35.00	\$ 22,785.00	\$ 34.00	\$ 22,134.00
725-10.12	12" CORRUGATED GALVANIZED METAL PIPE	LF	39	\$ 72.00	\$ 2,808.00	\$ 31.00	\$ 1,209.00	\$ 80.00	\$ 3,120.00
725-10.30	30" CORRUGATED GALVANIZED METAL PIPE	LF	16	\$ 102.00	\$ 1,632.00	\$ 75.00	\$ 1,200.00	\$ 117.00	\$ 1,872.00
726-13.18	18" CLASS III REINFORCED CONCRETE PIPE CULVERT	LF	20	\$ 72.00	\$ 1,440.00	\$ 52.00	\$ 1,040.00	\$ 112.00	\$ 2,240.00
732-10.12	12" FLARED END SECTION (METAL)	EA	4	\$ 350.00	\$ 1,400.00	\$ 200.00	\$ 800.00	\$ 460.00	\$ 1,840.00
803-10.00	SODDING	SY	2,761	\$ 14.00	\$ 38,654.00	\$ 10.00	\$ 27,610.00	\$ 5.85	\$ 16,151.85
806-70.00	SILT FENCE	LF	3,695	\$ 4.00	\$ 14,780.00	\$ 2.50	\$ 9,237.50	\$ 1.50	\$ 5,542.50
621-20.11	PERMANENT WHITE PAVEMENT STRIPING, PAINT (24" WIDE)	LF	49	\$ 26.00	\$ 1,274.00	\$ 45.00	\$ 2,205.00	\$ 20.00	\$ 980.00
808-20.99	LANDSCAPING	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 5,500.00	\$ 5,500.00	\$ 3,350.00	\$ 3,350.00
608-60.04	CONCRETE SIDEWALK (4" THICK)	SY	1,991	\$ 45.00	\$ 89,586.00	\$ 50.00	\$ 99,540.00	\$ 47.00	\$ 93,567.60
608-60.07	CONCRETE SIDEWALK CURB RAMP (7" THICK)	SY	20	\$ 450.00	\$ 8,820.00	\$ 140.00	\$ 2,744.00	\$ 195.00	\$ 3,822.00
608-60.88	SIDEWALK BRIDGE	EA	2	\$ 4,700.00	\$ 9,400.00	\$ 1,500.00	\$ 3,000.00	\$ 2,400.00	\$ 4,800.00
608-60.89	INLET FLUME	EA	1	\$ 6,500.00	\$ 6,500.00	\$ 2,000.00	\$ 2,000.00	\$ 3,900.00	\$ 3,900.00
608-60.98	TRUNCATED DOMES FOR CURB RAMPS (NEW CONSTRUCTION)	SF	40	\$ 34.00	\$ 1,360.00	\$ 29.00	\$ 1,160.00	\$ 24.00	\$ 960.00

Total Bid:

L.F. Krupp Construction Inc.
\$ **436,622.80**

R.V. Wagner Inc.
\$ **438,398.80**

Gershenson Construction Company
\$ **447,031.35**

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BID TABULATION

EMERSON SIDEWALK IMPROVEMENT PROJECT TAP-5526(643)

City of Creve Coeur, Missouri

Bids opened: 10:00 a.m. Thursday, January 5, 2017

Item Number	Item	Unit	Contract Quantity
201-20.10	CLEARING AND GRUBBING	LS	1
202-20.10	REMOVAL OF IMPROVEMENTS	LS	1
203-10.99	EARTHWORK	LS	1
304-05.00	TYPE 5 AGGREGATE BASE (4" THICK)	SY	466
304-05.06	TYPE 5 AGGREGATE BASE (6" THICK)	SY	291
405-30.10	TYPE "C" BITUMINOUS CONCRETE (PAVEMENT)	TON	99
405-30.30	TYPE "X" BITUMINOUS CONCRETE (BASE)	TON	165
502-11.06	CONCRETE PAVEMENT (6" NON-REINFORCED)	SY	98
603-20.70	ADJUST WATER SERVICE VALVE BOX TO GRADE (2" OR GREATER)	EA	2
604-40.11	PIPE COLLAR, TYPE "A" (CONCRETE)	EA	1
607-99.01	REMOVAL AND RELOCATION OF MAILBOX	EA	7
608-50.06	PAVED APPROACH (6")	SY	265
609-10.10	CONCRETE CURB, TYPE "S"	LF	139
609-10.55	ROLLED CURB AND GUTTER	LF	49
609-20.21	MODOT INTEGRAL CURB (OVER 6 IN. HEIGHT) TYPE A	LF	145
611-20.95	GROUT FOR ABANDONED SEWERS	CY	0
612-30.15	TRAFFIC CONTROL	LS	1
619.00.00	MOBILIZATION	LS	1
619-10.99	CONTRACTOR FURNISHED SURVEYING AND STAKING	LS	1
720-10.99	MODULAR BLOCK RETAINING WALL	SF	651
725-10.12	12" CORRUGATED GALVANIZED METAL PIPE	LF	39
725-10.30	30" CORRUGATED GALVANIZED METAL PIPE	LF	16
726-13.18	18" CLASS III REINFORCED CONCRETE PIPE CULVERT	LF	20
732-10.12	12" FLARED END SECTION (METAL)	EA	4
803-10.00	SODDING	SY	2,761
806-70.00	SILT FENCE	LF	3,695
621-20.11	PERMANENT WHITE PAVEMENT STRIPING, PAINT (24" WIDE)	LF	49
808-20.99	LANDSCAPING	LS	1
608-60.04	CONCRETE SIDEWALK (4" THICK)	SY	1,991
608-60.07	CONCRETE SIDEWALK CURB RAMP (7" THICK)	SY	20
608-60.88	SIDEWALK BRIDGE	EA	2
608-60.89	INLET FLUME	EA	1
608-60.98	TRUNCATED DOMES FOR CURB RAMPS (NEW CONSTRUCTION)	SF	40

Lamke Trenching and Excavating, Inc.	
Unit Bid Price	Item Subtotal
\$ 15,000.00	\$ 15,000.00
\$ 70,880.00	\$ 70,880.00
\$ 27,500.00	\$ 27,500.00
\$ 5.00	\$ 2,330.00
\$ 6.00	\$ 1,746.00
\$ 169.00	\$ 16,646.50
\$ 169.00	\$ 27,851.20
\$ 62.00	\$ 6,051.20
\$ 250.00	\$ 500.00
\$ 500.00	\$ 500.00
\$ 250.00	\$ 1,750.00
\$ 75.00	\$ 19,890.00
\$ 23.00	\$ 3,197.00
\$ 25.00	\$ 1,225.00
\$ 18.00	\$ 2,610.00
\$ 1,000.00	\$ 200.00
\$ 25,000.00	\$ 25,000.00
\$ 45,000.00	\$ 45,000.00
\$ 8,500.00	\$ 8,500.00
\$ 30.00	\$ 19,530.00
\$ 75.00	\$ 2,925.00
\$ 85.00	\$ 1,360.00
\$ 90.00	\$ 1,800.00
\$ 150.00	\$ 600.00
\$ 6.50	\$ 17,946.50
\$ 3.00	\$ 11,085.00
\$ 35.00	\$ 1,715.00
\$ 4,600.00	\$ 4,600.00
\$ 52.00	\$ 103,521.60
\$ 220.00	\$ 4,312.00
\$ 1,500.00	\$ 3,000.00
\$ 750.00	\$ 750.00
\$ 25.00	\$ 1,000.00

Total Bid:

Lamke Trenching and Excavating, Inc.
\$ 450,522.00

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Denotes calculation error. Corrected value shown.



Richard Beran <rberan@crevecoeurmo.gov>

Concurrence in Award

1 message

Innovations <MoDOTSP@modot.mo.gov>

Wed, Jan 11, 2017 at 2:45 PM

To: Samuel.Niederhelm@modot.mo.gov, Mark.Sauerwein@modot.mo.gov, Vince.Kaimann@modot.mo.gov, Randall.Glaser@modot.mo.gov, Cynthia.Simmons@modot.mo.gov, Thomas.McCloskey@modot.mo.gov, Russell.Klein@modot.mo.gov, John.Brendel@modot.mo.gov, Beth.Bittick@modot.mo.gov, Gregory.Wilhelm@modot.mo.gov, rberan@crevecoeurmo.gov
Cc: 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



1/11/2017

City of Creve Coeur
Richard Beran

Re: Concurrence in Award
TAP-5526(643)
Sidewalk

Dear Richard Beran

The Missouri Department of Transportation (MoDOT) concurs with the recommendation to award this project to Amcon Municipal Concrete, with a low bid of \$348,542.30. 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,

1/11/2017

Creve Coeur Mail - Concurrence in Award

3.7.b

Kenny Voss, P.E.
LPA Administrator
[\(573\)526-2924](tel:(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

Meeting: 02/13/17 07:00 PM
Department: Public Works Department
Category: Resolution
Prepared By: Matt Wohlberg
Department Head: Jim Heines

SCHEDULED

RESOLUTION

Resolution No. 1267 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Execution of a Contract with Kelpo Contracting, Inc., for the Alden Lane Box Culvert Repair Project for the Not to Exceed Amount of \$156,872.70.

City staff recommends that the City Council authorize a contract with Kelpo Contracting, Inc., for a project to extend a box culvert that supports Alden Lane. This project became necessary after a part of the existing culvert began to fall into the creek. The resulting project will allow for Alden Lane to be widened to two lanes over this culvert and will provide an adequate guardrail. Three bid alternates were included with this bid. Staff recommends that the City pursue the bid alternate to resurface the pavement of the Alden Lane cul-de-sac that is adjacent to this culvert and is in poor condition.

RESOLUTION NO. 1267

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE EXECUTION OF A CONTRACT WITH KELPE CONTRACTING, INC., FOR THE ALDEN LANE BOX CULVERT REPAIR PROJECT FOR THE NOT TO EXCEED AMOUNT OF \$ 156,872.70.

WHEREAS, the City strives to maintain its facilities in a safe, efficient, and attractive state in order to maintain the quality of life expected by the community;

WHEREAS, the Stormwater Committee and City staff found that a failing culvert wingwall posed a threat to Alden Lane and recommended that repairs to this culvert be made as soon as practical;

WHEREAS, the proposed improvements will remove the failing wingwall, extend the culvert, widen Alden Lane above it, and resurface a portion of Alden Lane, improving the function and safety of the culvert and the street;

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

WHEREAS, Kelpe Contracting, Inc. submitted the lowest and best bid for the project and has a reputation for providing quality excavating and stream restoration services;

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

Section 1. The Contract between Kelpe Contracting, Inc. and the City, attached hereto as "Exhibit A," with a **not to exceed contract sum of \$ 156,872.70**, 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 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 13th day of February, 2017.

Barry Glantz
Mayor

Resolution

Meeting of February 13, 2017

Attest:

Deborah Ryan, MPCC
City Clerk

EXHIBIT A**CITY-CONTRACTOR AGREEMENT**

This is an Agreement made and entered into the ____ day of _____, 2017, by and between the City of Creve Coeur, Missouri (hereinafter called the "City") and, **Kelpe Contracting, Inc.**, with offices at 17955 Manchester Road, Wildwood, MO 63038 (hereinafter called the "Contractor"). The project is identified as the **Alden Lane Box Culvert Repair Project** (hereinafter called the "Work" or the "Project").

WITNESSETH:

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

ARTICLE I**The Contract Documents**

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

- 1) This City-Contractor Agreement
- 2) General Conditions of City-Contractor Agreement
- 3) Job Special Provisions
- 4) Technical Specifications
- 5) Construction Plans
- 6) Non-Collusion Affidavit
- 7) Contractor's Affidavit for Public Construction Projects
- 8) Construction Schedule
- 9) Missouri Annual Wage Order 23
- 10) Performance and Payment Bond
- 11) All Addenda to the Bid Documents and all Modifications issued after execution of this Contract
- 12) The latest version of the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)

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

ARTICLE II

Scope of Work

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

ARTICLE III

Time of Completion

- (a) All time limits stated in the Contract Documents are of the essence.
- (b) The Work to be performed under the Contract shall commence within **twenty (20) calendar days** of the date of the written Notice to Proceed as issued by the City, and the Work shall be completed **Ninety (90) consecutive calendar days** from and including the date of said written Notice to Proceed.

ARTICLE IV

The Contract Sum and Payments

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

The Contract Sum for this Work shall be one-hundred-and-fifty-six thousand, eight hundred, seventy-two dollars and seventy cents (\$156,872.70). The Contract unit prices and Contract item quantities are listed in Table 1 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 of this Agreement. 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 VI of this Agreement; and
- (3) Final payment shall be made within thirty (30) days after the Work is fully completed and accepted by the City and the Contract fully performed.

ARTICLE V

Performance of the Work

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

- (1) a Construction Schedule for the Work which shall indicate the target dates for starting and completing the various stages of the Work; and
- (2) A Traffic Control Plan indicating the location of all proposed signage, detours, and lane closures requested for the Work and which adequately address and maintain the pedestrian and vehicular traffic during the 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, as referenced in Article I of this Agreement.
- (3) Proof of compliance with all insurance requirements, acceptable to the City.
- (4) All required bonds.
- (5) Any missing bid documents.

(b) The Notice to Proceed shall be issued within fourteen (14) calendar days after the award of the contract or submittal to and approval by the City of the foregoing required documents,

whichever is later. Undue delay in submitting such required documents shall be grounds for termination of the contract by the City upon three (3) days advance written notice.

(c) 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, restoration, or cleanup as designated by the Director of Public Works.

(d) 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. Excessive delay, as determined by the Director of Public Works, may be grounds for termination of the City-Contractor Agreement, as discussed in Article VIII.

(e) 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 may constitute a cause for granting an extension of time, as determined and approved by the Director of Public Works.

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

ARTICLE VII

Changes in the Work

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

(b) 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 of the City-Contractor Agreement**

(a) If the Contractor is adjudged a bankrupt; or if the Contractor makes a general assignment for the benefit of creditors; or if a receiver is appointed on account of the Contractor's insolvency; or if the Contractor persistently or repeatedly fails, except in cases for which extension of time is provided, to make progress in accordance with the Construction Schedule; or if the Contractor fails to make prompt payment to Subcontractors or for material or labor, or persistently disregards laws, ordinances or the instructions of the City, or otherwise breaches any provision of the Contract, the City may, without prejudice to any other right or remedy, by giving written notice to the Contractor and his surety, terminate the Contract, take possession of the Work and of all materials and equipment thereon, and finish the Work by whatever method the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the value of the Work completed to date shall exceed the expenses of finishing the Work, including additional professional, managerial, and administrative expenses, such excess shall be paid to the Contractor. If such expenses shall exceed the unpaid balance of the value of the Work completed to date, the Contractor shall pay the difference to the City promptly upon demand.

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

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

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

ARTICLE 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 and other policies must cover the City as an additional primary insured. All policies must be endorsed to require at least thirty (30) days written advance notice to the City of any change or cancellation. Proof of compliance with these requirements shall be furnished to and approved by the City prior to the Contractor commencing the Work on this project. Certificates evidencing such insurance shall be furnished the City prior to Contractor commencing the work on this project.

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 services included in the Work. The scope of work generally includes installing an extension to the drainage culvert beneath Alden Lane. This work is more specifically described in the Project Specifications and the Construction Plans.

The Work shall be completed to the satisfaction of the Director of Public Works for the City of Creve Coeur. Work that is deemed to be deficient shall be removed and replaced at no additional cost to the City.

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

BASE BID					
Item Number	Item	Unit	Contract Quantity	Contract Unit Price	Item Subtotal
105800A	CONTRACTOR SURVEYING AND STAKING	LS	1	\$ 1,694.00	\$ 1,694.00
105810A	AS-BUILT SURVEY	LS	1	\$ 957.00	\$ 957.00
105900A	PROTECTION AND RESTORATION OF SITE	LS	1	\$ 3,375.00	\$ 3,375.00
201001A	CLEARING AND GRUBBING	LS	1	\$ 3,400.00	\$ 3,400.00
202201A	REMOVAL OF IMPROVEMENTS	LS	1	\$ 10,227.00	\$ 10,227.00
203010A	EXCAVATION CLASS "C"	CY	55	\$ 108.00	\$ 5,940.00
606101A	GUARDRAIL	LF	40	\$ 154.00	\$ 6,160.00
607400A	STEEL FENCE	LF	40	\$ 86.83	\$ 3,473.20
609105A	ROLLED CURB AND GUTTER (VARIOUS WIDTHS)	LF	145	\$ 30.00	\$ 4,350.00
609105A	HEAVY STONE REVETMENT	CY	35	\$ 85.20	\$ 2,982.00
609105A	TRAFFIC CONTROL	SY	1	\$ 2,779.00	\$ 2,779.00
609105A	FULL-DEPTH ASPHALT REPAIR/WIDENING	SY	40	\$ 77.30	\$ 3,092.00
609105A	MOBILIZATION	LS	1	\$ 6,640.00	\$ 6,640.00
609105A	SELECTED GRANULAR BACKFILL	CY	55	\$ 52.50	\$ 2,887.50
609105A	REINFORCED CONCRETE BOX CULVERT	CY	45	\$ 1,274.00	\$ 57,330.00
609105A	SODDING	SY	260	\$ 14.30	\$ 3,718.00
609105A	EROSION AND SEDIMENT CONTROL	LS	1	\$ 2,703.00	\$ 2,703.00

BID ALTERNATE #3 - ALDEN PAVEMENT REPAIRS					
Item Number	Item	Unit	Contract Quantity	Contract Unit Price	Item Subtotal
402001A	PAVEMENT MILLING	SY	720	\$ 10.00	\$ 7,200.00
405001A	TYPE "C" BITUMINOUS PAVEMENT	TON	85	\$ 123.00	\$ 10,455.00
407001	TACK COAT	GAL	80	\$ 7.00	\$ 560.00
502001A	CONCRETE PAVEMENT REMOVAL AND REPLACEMENT	SY	200	\$ 63.00	\$ 12,600.00
609105A	ROLLED CURB AND GUTTER (VARIOUS WIDTHS)	LF	75	\$ 58.00	\$ 4,350.00

CONTRACT SUM:	\$ 156,872.70
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

CITY OF CREVE COEUR

By _____
Mark C. Perkins, City Administrator

(SEAL)

By _____
James H. Heines, Director of Public Works

Attest: _____
City Clerk

Date: _____

KELPE CONTRACTING, INC.

By _____
Signature

Printed Name

(SEAL)

Title

Attest: _____

Date: _____



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: February 8, 2017

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works

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

SUBJECT: Recommendation of Award
Alden Lane Box Culvert Repair Project

The City has received competitive bids for a project to extend a box culvert for a stream that runs beneath Alden Lane, widen Alden Lane at this crossing, and make associated improvements to the stability and safety of the crossing. This project is in response to a failed wingwall that began to fall into the creek in 2015. City staff recommends entering into a contract with Kelpe Contracting, Inc. to complete the project.

Background

Alden Lane crosses a creek with a box culvert between #9 and #10 Alden. In 2015, one of the wingwalls on the north side of this culvert began to separate and fall toward the creek. Staff installed temporary bracing on culvert in late 2015 to help hold the wingwall in place. Staff was concerned that the outright failure of the wingwall would threaten the stability of Alden Lane and potentially cut off the four homes in the Alden Lane cul-de-sac.

Proposed Improvements

The City hired the engineering firm Reitz & Jens, Inc. to develop plans for the repair of the wingwall. During the preliminary reviews of the situation, it became evident that more improvements to the culvert were possible. The roadway crossing at the culvert was only wide enough for one vehicle at a time, and the existing, wooden guardrail was inadequate protection for vehicles or pedestrians crossing the culvert.

Reitz & Jens proposed to extend the culvert to the north so that Alden Lane could be expanded to accommodate two cars at once and so that a proper guardrail could be installed. This design was completed and cleared the necessary permitting with the Metropolitan St. Louis Sewer District (MSD) during the fall of 2016.

Staff added several bid alternates to the project so that decorative guardrail, alternative construction methods, and additional street work could be considered.

- **Bid Alternate #1: Decorative Guardrail.** The base bid includes a standard guardrail that is powder-coated black, similar to the guardrail along Conway Road near Mercy Hospital. A thin, black guardrail was proposed as a decorative alternative to a standard guardrail due to the residential setting of the project.

- Bid Alternate #2: Pre-Cast Concrete Culvert. The base bid includes a reinforced concrete culvert that is “cast in place,” meaning that forms will be built on site and the concrete will be poured into these to form the culvert. This bid alternate was for “pre-cast” culvert sections, meaning that the culvert would be constructed elsewhere and brought in on a truck to be installed. The advantage to the pre-cast option would be a potentially shorter project duration.
- Bid Alternate #3: Roadway Rehabilitation. The cul-de-sac of Alden Lane is aging composite pavement (i.e. concrete base with an asphalt overlay), and this pavement type begins at the culvert that will be extended. The culvert work, by itself, would result in several patches to the roadway where Alden Lane is widened and would leave the resurfacing of the street for a future project, presumably during the summer of 2017. Through this bid alternate, the roadway improvements are completed along with the culvert project.

Schedule

The design effort for this project began in the spring of 2016 following the temporary bracing of the failing wingwall and the recommendation by the Stormwater Committee that this project be included in the City’s capital improvement plan.

The contract allows for the project to take up to 90 days to complete. If the contract is awarded in February, the project should be finished by or before the end of May 2017.

Advertisement

The City advertised the Invitation for Bids for the subject project in *The Countian* on January 17, 19, 24, and 26, 2016, as well as on the City’s website. Invitations were also sent by fax to the contractors who have bid on the City’s recent similar construction projects.

Bid Results and Discussion

Bids for the subject project were publicly opened and read on Tuesday, February 7, 2017. A total of eight (8) bids were received for the project. These bids are summarized below:

Bidder	Total Base Bid
1. Kelpe Contracting, Inc.	\$ 121,707.70
2. R. V. Wagner, Inc.	\$ 132,805.00
3. Spencer Contracting Company.	\$ 138,265.10
4. Gershenson Construction Co., Inc.	\$ 148,605.00
5. N B West Contracting Company	\$ 152,362.00
6. L. Keeley Construction	\$ 157,815.75
7. Tramar Contracting, Inc.	\$ 162,680.00
8. Crafton Contracting Company	\$ 204,460.00

A copy of the bid results is attached, and these results show the three bid alternates in addition to the base bid. There were a few mathematical errors and one discrepancy found in the bids, but none of these impacted the order of the bids.

Bid Alternates. City staff has reviewed the bids for the three bid alternates and recommends that the City include Bid Alternate #3 into the project.

- Bid Alternate #1 (Decorative Guard Rail). The bids for the decorative guard rail are much higher than expected, and staff does not recommend including this work into the project due to the cost. The base bid includes black, powder-coated guardrail.

- Bid Alternate #2 (Pre-Cast Option). Staff did not find a cost advantage for using pre-cast concrete structures instead of casting them in place.
- Bid Alternate #3 (Roadway Improvements). Staff finds that the bids for the roadway work were reasonable, considering the relatively small amount of asphalt paving that would be required. Staff recommends that the culvert project include the roadway improvements due to the reasonable cost of the work and that it limits the impact to the residents in the cul-de-sac to one project rather than two.

Project Financing

This project will be completed using capital improvement funds. Funding in the amount of \$210,000 has been identified in the FY2017 budget in account #02-61-71-9509-16525 for Alden Lane Culvert Improvements. The current project fits within the budgeted amount.

Recommendation

Kelpe Contracting, the low bidder for the project, has not worked for the City of Creve Coeur in the recent past. City staff contacted staff from the City of Ellisville, Missouri, where Kelpe Contracting has recently completed roadway and park projects. Ellisville staff reported that Kelpe Contracting has completed their projects successfully and that they would recommend Kelpe Contracting for their future projects.

Due to their low bid for the work and their positive recommendation from the City of Ellisville, staff recommends awarding the contract to Kelpe Contracting, Inc.

Further, staff recommends that the project include the base bid (culvert repair) and bid alternate #3 (road improvements) in order to expedite the roadway resurfacing needed for the cul-de-sac of Alden Lane and to shorten the impact of the project on those who live there.

The recommendation is to award the Alden Lane Box Culvert Repair Project to the firm listed below for a total price of \$156,872.70.

Kelpe Contracting, Inc.
17955 Manchester Road
Wildwood, MO 63038
(636) 458-1400

Attachments: Bid Tabulation



BID TABULATION

ALDEN LANE CULVERT REPAIR PROJECT

City of Creve Coeur, Missouri

Bids opened: 10:00 a.m. Tuesday, February 7, 2017

BASE BID				KELPE CONTRACTING, INC.		R. V. WAGNER, INC.		SPENCER CONTRACTING COMPANY		GERSHENSON CONSTRUCTION CO., INC.		N B WEST CONTRACTING COMPANY	
Item Number	Item	Unit	Contract Quantity	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
105800A	CONTRACTOR SURVEYING AND STAKING	LS	1	\$ 1,694.00	\$ 1,694.00	\$ 1,150.00	\$ 1,150.00	\$ 2,300.00	\$ 2,300.00	\$ 3,200.00	\$ 3,200.00	\$ 1,500.00	\$ 1,500.00
105810A	AS-BUILT SURVEY	LS	1	\$ 957.00	\$ 957.00	\$ 550.00	\$ 550.00	\$ 2,875.00	\$ 2,875.00	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00
105900A	PROTECTION AND RESTORATION OF SITE	LS	1	\$ 3,375.00	\$ 3,375.00	\$ 1,750.00	\$ 1,750.00	\$ 4,232.00	\$ 4,232.00	\$ 5,250.00	\$ 5,250.00	\$ 2,600.00	\$ 2,600.00
201001A	CLEARING AND GRUBBING	LS	1	\$ 3,400.00	\$ 3,400.00	\$ 3,300.00	\$ 3,300.00	\$ 5,561.00	\$ 5,561.00	\$ 1,100.00	\$ 1,100.00	\$ 3,900.00	\$ 3,900.00
202201A	REMOVAL OF IMPROVEMENTS	LS	1	\$ 10,227.00	\$ 10,227.00	\$ 6,800.00	\$ 6,800.00	\$ 12,360.00	\$ 12,360.00	\$ 17,000.00	\$ 17,000.00	\$ 27,292.00	\$ 27,292.00
203010A	EXCAVATION CLASS "C"	CY	55	\$ 108.00	\$ 5,940.00	\$ 71.00	\$ 3,905.00	\$ 48.80	\$ 2,684.00	\$ 15.00	\$ 825.00	\$ 20.00	\$ 1,100.00
606101A	GUARDRAIL	LF	40	\$ 154.00	\$ 6,160.00	\$ 220.00	\$ 8,800.00	\$ 205.20	\$ 8,208.00	\$ 190.00	\$ 7,600.00	\$ 200.00	\$ 8,000.00
607400A	STEEL FENCE	LF	40	\$ 86.83	\$ 3,473.20	\$ 197.00	\$ 7,880.00	\$ 183.60	\$ 7,344.00	\$ 170.00	\$ 6,800.00	\$ 180.00	\$ 7,200.00
609105A	ROLLED CURB AND GUTTER (VARIOUS WIDTHS)	LF	145	\$ 30.00	\$ 4,350.00	\$ 29.00	\$ 4,205.00	\$ 36.81	\$ 5,337.45	\$ 46.00	\$ 6,670.00	\$ 26.00	\$ 3,770.00
611522A	HEAVY STONE REVETMENT	CY	35	\$ 85.20	\$ 2,982.00	\$ 111.00	\$ 3,885.00	\$ 122.75	\$ 4,296.25	\$ 85.00	\$ 2,975.00	\$ 90.00	\$ 3,150.00
612320A	TRAFFIC CONTROL	SY	1	\$ 2,779.00	\$ 2,779.00	\$ 2,150.00	\$ 2,150.00	\$ 575.00	\$ 575.00	\$ 2,650.00	\$ 2,650.00	\$ 600.00	\$ 600.00
613550A	FULL-DEPTH ASPHALT REPAIR/WIDENING	SY	40	\$ 77.30	\$ 3,092.00	\$ 155.00	\$ 6,200.00	\$ 117.53	\$ 4,701.20	\$ 115.00	\$ 4,600.00	\$ 200.00	\$ 8,000.00
619001A	MOBILIZATION	LS	1	\$ 6,640.00	\$ 6,640.00	\$ 11,000.00	\$ 11,000.00	\$ 31,500.00	\$ 31,500.00	\$ 20,250.00	\$ 20,250.00	\$ 6,500.00	\$ 6,500.00
206455A	SELECTED GRANULAR BACKFILL	CY	55	\$ 52.50	\$ 2,887.50	\$ 62.00	\$ 3,410.00	\$ 97.21	\$ 5,346.55	\$ 40.00	\$ 2,200.00	\$ 50.00	\$ 2,750.00
703001A	REINFORCED CONCRETE BOX CULVERT	CY	45	\$ 1,274.00	\$ 57,330.00	\$ 1,380.00	\$ 62,100.00	\$ 789.57	\$ 35,530.65	\$ 1,355.00	\$ 60,975.00	\$ 1,500.00	\$ 67,500.00
803001	SODDING	SY	260	\$ 14.30	\$ 3,718.00	\$ 17.00	\$ 4,420.00	\$ 18.40	\$ 4,784.00	\$ 13.50	\$ 3,510.00	\$ 25.00	\$ 6,500.00
806000A	EROSION AND SEDIMENT CONTROL	LS	1	\$ 2,703.00	\$ 2,703.00	\$ 1,300.00	\$ 1,300.00	\$ 630.00	\$ 630.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
TOTAL BASE BID					\$ 121,707.70		\$ 132,805.00		\$ 138,265.10		\$ 148,605.00		\$ 152,362.00

BID ALTERNATE #1: DECORATIVE GUARDRAIL				KELPE CONTRACTING, INC.		R. V. WAGNER, INC.		SPENCER CONTRACTING COMPANY		GERSHENSON CONSTRUCTION CO., INC.		N B WEST CONTRACTING COMPANY	
Item Number	Item	Unit	Contract Quantity	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
606199A	DECORATIVE GUARDRAIL	LF	40	\$ 550.00	\$ 22,000.00	\$ 700.00	\$ 28,000.00	\$ 650.00	\$ 26,000.00	\$ 600.00	\$ 24,000.00	\$ 660.00	\$ 26,400.00
TOTAL ALTERNATE #1					\$ 22,000.00		\$ 28,000.00		\$ 26,000.00		\$ 24,000.00		\$ 26,400.00

BID ALTERNATE #2: PRE-CAST CULVERT OPTION				KELPE CONTRACTING, INC.		R. V. WAGNER, INC.		SPENCER CONTRACTING COMPANY		GERSHENSON CONSTRUCTION CO., INC.		N B WEST CONTRACTING COMPANY	
Item Number	Item	Unit	Contract Quantity	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
733001A	PRECAST CONCRETE BOX CULVERT	CY	45	\$ -	\$ -	\$ 1,400.00	\$ 63,000.00	\$ 1,400.00	\$ 63,000.00	\$ 1,525.00	\$ 68,625.00	\$ 3,000.00	\$ 135,000.00
TOTAL ALTERNATE #2					\$ -		\$ 63,000.00		\$ 63,000.00		\$ 68,625.00		\$ 135,000.00

BID ALTERNATE #3: CUL-DE-SAC RESURFACING				KELPE CONTRACTING, INC.		R. V. WAGNER, INC.		SPENCER CONTRACTING COMPANY		GERSHENSON CONSTRUCTION CO., INC.		N B WEST CONTRACTING COMPANY	
Item Number	Item	Unit	Contract Quantity	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
402001A	PAVEMENT MILLING	SY	720	\$ 10.00	\$ 7,200.00	\$ 4.50	\$ 3,240.00	\$ 6.38	\$ 4,593.60	\$ 6.25	\$ 4,500.00	\$ 7.00	\$ 5,040.00
405001A	TYPE "C" BITUMINOUS PAVEMENT	TON	85	\$ 123.00	\$ 10,455.00	\$ 115.00	\$ 9,775.00	\$ 114.18	\$ 9,705.30	\$ 120.00	\$ 10,200.00	\$ 115.00	\$ 9,775.00
407001	TACK COAT	GAL	80	\$ 7.00	\$ 560.00	\$ 4.50	\$ 360.00	\$ 6.00	\$ 480.00	\$ 5.00	\$ 400.00	\$ 3.00	\$ 240.00
502001A	CONCRETE PAVEMENT REMOVAL AND REPLACEMENT	SY	200	\$ 63.00	\$ 12,600.00	\$ 67.00	\$ 13,400.00	\$ 85.00	\$ 17,000.00	\$ 88.00	\$ 17,600.00	\$ 90.00	\$ 18,000.00
609105A	ROLLED CURB AND GUTTER (VARIOUS WIDTHS)	LF	75	\$ 58.00	\$ 4,350.00	\$ 17.00	\$ 1,275.00	\$ 36.81	\$ 2,760.75	\$ 60.00	\$ 4,500.00	\$ 35.00	\$ 2,625.00
TOTAL ALTERNATE #3					\$ 35,165.00		\$ 28,050.00		\$ 34,539.65		\$ 37,200.00		\$ 35,680.00

- Calculation error - corrected value is shown.
- No bid for this item.
- Discrepancy between unit price in numbers and unit price in words.
Unit price in words governs and is shown.



BID TABULATION

ALDEN LANE CULVERT REPAIR PROJECT

City of Creve Coeur, Missouri

Bids opened: 10:00 a.m. Tuesday, February 7, 2017

BASE BID				L. KEELEY CONSTRUCTION		TRAMAR CONTRACTING, INC.		CRAFTON CONTRACTING COMPANY	
Item Number	Item	Unit	Contract Quantity	Unit Bid Price	Item Subtotal	Unit Bid Price	Item Subtotal	Unit Bid Price	Item Subtotal
105800A	CONTRACTOR SURVEYING AND STAKING	LS	1	\$ 1,150.00	\$ 1,150.00	\$ 2,700.00	\$ 2,700.00	\$ 6,200.00	\$ 6,200.00
105810A	AS-BUILT SURVEY	LS	1	\$ 1,725.00	\$ 1,725.00	\$ 750.00	\$ 750.00	\$ 3,500.00	\$ 3,500.00
105900A	PROTECTION AND RESTORATION OF SITE	LS	1	\$ 3,545.00	\$ 3,545.00	\$ 6,000.00	\$ 6,000.00	\$ 6,300.00	\$ 6,300.00
201001A	CLEARING AND GRUBBING	LS	1	\$ 2,825.00	\$ 2,825.00	\$ 4,000.00	\$ 4,000.00	\$ 7,800.00	\$ 7,800.00
202201A	REMOVAL OF IMPROVEMENTS	LS	1	\$ 10,275.00	\$ 10,275.00	\$ 15,000.00	\$ 15,000.00	\$ 9,500.00	\$ 9,500.00
203010A	EXCAVATION CLASS "C"	CY	55	\$ 101.25	\$ 5,568.75	\$ 75.00	\$ 4,125.00	\$ 125.00	\$ 6,875.00
606101A	GUARDRAIL	LF	40	\$ 218.50	\$ 8,740.00	\$ 210.00	\$ 8,400.00	\$ 350.00	\$ 14,000.00
607400A	STEEL FENCE	LF	40	\$ 195.50	\$ 7,820.00	\$ 187.00	\$ 7,480.00	\$ 326.00	\$ 13,040.00
609105A	ROLLED CURB AND GUTTER (VARIOUS WIDTHS)	LF	145	\$ 45.50	\$ 6,597.50	\$ 50.00	\$ 7,250.00	\$ 47.00	\$ 6,815.00
611522A	HEAVY STONE REVETMENT	CY	35	\$ 117.00	\$ 4,095.00	\$ 200.00	\$ 7,000.00	\$ 35.00	\$ 1,225.00
612320A	TRAFFIC CONTROL	SY	1	\$ 2,300.00	\$ 2,300.00	\$ 500.00	\$ 500.00	\$ 2,500.00	\$ 2,500.00
613550A	FULL-DEPTH ASPHALT REPAIR/WIDENING	SY	40	\$ 202.65	\$ 8,106.00	\$ 100.00	\$ 4,000.00	\$ 63.00	\$ 2,520.00
619001A	MOBILIZATION	LS	1	\$ 8,050.00	\$ 8,050.00	\$ 40,000.00	\$ 40,000.00	\$ 12,500.00	\$ 12,500.00
206455A	SELECTED GRANULAR BACKFILL	CY	55	\$ 34.50	\$ 1,897.50	\$ 80.00	\$ 4,400.00	\$ 40.00	\$ 2,200.00
703001A	REINFORCED CONCRETE BOX CULVERT	CY	45	\$ 1,780.00	\$ 80,100.00	\$ 975.00	\$ 43,875.00	\$ 2,177.00	\$ 97,965.00
803001	SODDING	SY	260	\$ 15.85	\$ 4,121.00	\$ 20.00	\$ 5,200.00	\$ 22.00	\$ 5,720.00
806000A	EROSION AND SEDIMENT CONTROL	LS	1	\$ 900.00	\$ 900.00	\$ 2,000.00	\$ 2,000.00	\$ 5,800.00	\$ 5,800.00
TOTAL BASE BID				\$ 157,815.75		\$ 162,680.00		\$ 204,460.00	

BID ALTERNATE #1: DECORATIVE GUARDRAIL				L. KEELEY CONSTRUCTION		TRAMAR CONTRACTING, INC.		CRAFTON CONTRACTING COMPANY	
Item Number	Item	Unit	Contract Quantity	Unit Bid Price	Item Subtotal	Unit Bid Price	Item Subtotal	Unit Bid Price	Item Subtotal
606199A	DECORATIVE GUARDRAIL	LF	40	\$ 690.00	\$ 27,600.00	\$ 1,000.00	\$ 40,000.00	\$ 475.00	\$ 19,000.00
TOTAL ALTERNATE #1				\$ 27,600.00		\$ 40,000.00		\$ 19,000.00	

BID ALTERNATE #2: PRE-CAST CULVERT OPTION				L. KEELEY CONSTRUCTION		TRAMAR CONTRACTING, INC.		CRAFTON CONTRACTING COMPANY	
Item Number	Item	Unit	Contract Quantity	Unit Bid Price	Item Subtotal	Unit Bid Price	Item Subtotal	Unit Bid Price	Item Subtotal
733001A	PRECAST CONCRETE BOX CULVERT	CY	45	\$ 1,800.00	\$ 81,000.00	\$ 975.00	\$ 43,875.00	\$ 2,177.00	\$ 97,965.00
TOTAL ALTERNATE #2				\$ 81,000.00		\$ 43,875.00		\$ 97,965.00	

BID ALTERNATE #3: CUL-DE-SAC RESURFACING				L. KEELEY CONSTRUCTION		TRAMAR CONTRACTING, INC.		CRAFTON CONTRACTING COMPANY	
Item Number	Item	Unit	Contract Quantity	Unit Bid Price	Item Subtotal	Unit Bid Price	Item Subtotal	Unit Bid Price	Item Subtotal
402001A	PAVEMENT MILLING	SY	720	\$ 7.95	\$ 5,724.00	\$ 8.00	\$ 5,760.00	\$ 9.50	\$ 6,840.00
405001A	TYPE "C" BITUMINOUS PAVEMENT	TON	85	\$ 113.70	\$ 9,664.50	\$ 173.00	\$ 14,705.00	\$ 275.00	\$ 23,375.00
407001	TACK COAT	GAL	80	\$ 7.20	\$ 576.00	\$ 5.00	\$ 400.00	\$ 12.00	\$ 960.00
502001A	CONCRETE PAVEMENT REMOVAL AND REPLACEMENT	SY	200	\$ 97.85	\$ 19,570.00	\$ 120.00	\$ 24,000.00	\$ 82.00	\$ 16,400.00
609105A	ROLLED CURB AND GUTTER (VARIOUS WIDTHS)	LF	75	\$ 43.70	\$ 3,277.50	\$ 60.00	\$ 4,500.00	\$ 42.00	\$ 3,150.00
TOTAL ALTERNATE #3				\$ 38,812.00		\$ 49,365.00		\$ 50,725.00	

	Calculation error - corrected value is shown.
	No bid for this item.
	Discrepancy between unit price in numbers and unit price in words.
	Unit price in words governs and is shown.



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

Meeting: 02/13/17 07:00 PM
Department: Public Works Department
Category: Resolution
Prepared By: Richard Beran
Department Head: Jim Heines

SCHEDULED

RESOLUTION

Resolution No. 1268 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Execution of the Necessary Documents for Submitting the Project Proposal Application and Later for Executing an Agreement for a Grant-In-Aid from the Federal Recreational Trails Program (Rtp) Grant Commission as a Rtp Application for the Malcolm Terrace Park Improvements Project.

City staff recommends pursuit of a federal grant-in-aid Recreational Trails Program grant of \$53,000 for Malcolm Terrace Park Improvements.

RESOLUTION NO. 1268

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE EXECUTION OF THE NECESSARY DOCUMENTS FOR SUBMITTING THE PROJECT PROPOSAL APPLICATION AND LATER FOR EXECUTING AN AGREEMENT FOR A GRANT-IN-AID FROM THE FEDERAL RECREATIONAL TRAILS PROGRAM (RTP) GRANT COMMISSION AS A RTP APPLICATION FOR THE MALCOLM TERRACE PARK IMPROVEMENTS PROJECT.

WHEREAS, the City Council deems it necessary and recognizes the need to preserve its existing park trails and paths to serve the citizens of Creve Coeur as well as those in the metropolitan area, and

WHEREAS, the City Council recognizes this Recreational Trails Program Grant as an excellent opportunity to improve the trails and accessibility at Malcolm Terrace Park.

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

1. Application shall be made under the RTP Grant for a grant-in-aid to assist with some of the costs to improve the parking lot and a portion of the trails at Malcolm Terrace Park
2. That the project proposal described herein be prepared and submitted to the RTP Grant Commission for reimbursement.
3. The the City Administrator is hereby authorized to sign and execute the necessary documents for forwarding the project proposal application for a grant-in-aid under the RTP Grant Commission
4. If a grant is awarded, the City of Creve Coeur will commit the necessary financial resources to operate and maintain the completed project in a safe and attractive manner for public access for its useful life.
4. If a grant is awarded, the City of Creve Coeur will enter into an agreement or contract with the Commission regarding said grant and comply with all rules and regulations of the Recreational Trails Program, applicable Executive Orders and all state laws that govern the grant applicant during the performance of the project.
5. If a grant is awarded, the City of Creve Coeur is prepared to complete the project within the time period identified on the signed project agreement.

Adopted this 13th day of February, 2017.

Barry Glantz
Mayor

Resolution

Meeting of February 13, 2017

Attest:

Deborah Ryan, MPCC
City Clerk



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: February 7, 2017
TO: Mark Perkins, City Administrator
CC: Jim Heines, Director of Public Works
FROM: Rich Beran, P.E., Civil Engineer
SUBJECT: Recommendation for Recreational Trails Grant Application
Malcolm Terrace Park Improvement Project

Staff recommends that the City pursue federal grant assistance through the Recreational Trails Program (RTP) administered by the Missouri Department of Natural Resources (MoDNR) for parking lot and trail improvements to Malcolm Terrace Park. A resolution from the City Council supporting the grant is a requirement of the grant application.

Grant Background

The Recreational Trails Program is overseen by the Federal Highway Administration and the MoDNR administers the grants within the state of Missouri. Eligible projects include constructing new trails, rehabilitation of existing trails, selected amenities related to them, and education projects to promote safety and environmental protection related to recreational trails. The maximum amount that can be awarded through the grant is \$150,000 and requires an 80% grant match from the sponsoring agency. The minimum award for the grant is \$25,000.

Project Scope

Staff investigated the trails at all of the parks within the City and found various levels of needs at each of them. However, due to the fact that this is the first experience with the RTP grants, staff suggests as relatively small project to gauge the benefits of the grant and to better prepare for future pursuits of the grant. Staff suggests making some improvements at Malcolm Terrace Park as the most beneficial at this time.

The proposed improvements to Malcolm Terrace Park involve an asphalt overlay of the existing parking lot, trail to the existing playground, and trail through the woods from the parking lot to Elzey Drive. Staff also proposes to install a new asphalt path/service entrance from Elzey Drive to the low water crossing at the creek.

More significant improvements to the park as well as other parks and trails within the City are envisioned for future applications should this application and corresponding implementation be successful. Staff expects construction would be completed in FY2021.

Project Costs

Staff recommends pursuit of a RTP grant for improvements to Malcolm Terrace Park.

The anticipated costs for the Malcolm Terrace Park Improvements Project include:

Project Stage	Total Cost	Grant Funding	City Funding
Parking Lot Rehabilitation	\$ 30,000	\$ 24,000	\$ 6,000
Existing Trail Overlay	\$ 14,500	\$ 11,600	\$ 2,900
New Trail/Service Access	\$ 8,500	\$ 6,800	\$ 1,700
Total	\$ 53,000	\$ 42,400	\$ 10,600

Minimal design costs are associated with the project and are expected to be provided by City staff.

Recommendation

Staff finds that the RTP grant program offers a substantial benefit to the City. Staff recommends pursuit of a RTP grant of \$53,000 for Malcolm Terrace Park Improvements, which would represent approximately 80% of the total cost of this project.

Attachments: Proposed Malcom Terrace Park Improvements Plan

Malcolm Terrace Park Improvements

St Paul St

Malcolm Terrace Park

Pavillion

- Trail Overlay
- Parking Lot Overlay
- New Trail/Service Access

Deer Creek

Low-Water Crossing

New Salem Dr

New Salem Dr

Mulligan St

Elzey St

Townsend St

Townsend St



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

Meeting: 02/13/17 07:00 PM
Department: Police Department
Category: Resolution
Prepared By: Pam Manning
Department Head: Glenn Eidman

SCHEDULED

RESOLUTION

Resolution No. 1269 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Creve Coeur Police Department to Participate in the Missouri Highway Safety Program

This resolution is an opportunity to apply for five Police Traffic Services Grants in the amount of \$83,800.

Resolution

Meeting of February 13, 2017

RESOLUTION NO. 1269

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE CREVE COEUR POLICE DEPARTMENT TO PARTICIPATE IN THE MISSOURI HIGHWAY SAFETY PROGRAM

WHEREAS, the Police Department has participated in a variety of grant programs since 1989; and

WHEREAS, the Police Department has conducted DWI Sobriety Checkpoint Operations, DWI BAT Van Operation, DWI Saturation Patrol Enforcement, Speed and Hazardous Moving Violation Enforcement and Occupant Protection Enforcement; and

WHEREAS, there is an opportunity to apply for five Police Traffic Services Grants in the amount of \$83,800 for overtime and salary; and

WHEREAS, the Chief of Police will continue to investigate any and all opportunities for financial assistance available under the Missouri Highway Safety Program for Traffic Enforcement and report back to the City Council his recommendations; and

WHEREAS, the City Council agrees to make a dedicated attempt to continue support for this traffic safety effort;

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

Section 1: The City Administrator and his designated representatives are hereby authorized to apply for grants in an amount up to \$83,800, regarding the Missouri Highway Safety Program and upon award, enter into an agreement with the Missouri Department of Transportation regarding such grants. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the agreement.

Section 2: This Resolution shall take effect upon approval.

Adopted this 13th day of February, 2017.

Barry Glantz, Mayor

Attest:

Deborah Ryan, MPCC
City Clerk



CREVE COEUR POLICE DEPARTMENT INTEROFFICE MEMO

DATE: 01/25/2016

TO: My Chain of Command

FROM: Lt. J. Hartman

SUBJECT: MoDOT Grant Application 2017-2018

Sir,

Application for grant funding for overtime and salary reimbursement through MoDOT is due March 1, 2017. These grants specifically reimburse the department for overtime related to traffic enforcement as well as partial reimbursement of “salary and fringe” for a “DWI officer.”

Detailed below is a breakdown of our request for MoDOT’s Fiscal Year (FY) 2018 compared to what we were awarded for MoDOT’s FY 2017. It should be noted that MoDOT’s FY begins October 1 and ends September 30.

Grant Description	FY 2017 (Awarded)	FY 2018 (Requesting)
Speed/HMV	\$10,000	\$5,000
Click-it-or-Ticket	\$8,000	\$5,000
YDYDYL	\$6,500	\$5,000
Checkpoint	\$13,000	\$10,000
DWI Officer	\$56,000	\$58,800
Totals	Awarded: \$93,500	Requesting: \$83.800

The amount we are requesting for FY 2018 was determined by examining the trend in the amount of grant overtime officers have used during FY 2016, what we are projected to

use during FY 2017, and polling overtime eligible patrol officers on the amount of grant overtime they believe they will use in the future.

It should be noted that \$5000 is approximately equal to officers working a total of eight hours of overtime per month during the FY. That is not eight hours per officer, but rather eight hours total across the entire department per month. It should also be noted that the poll results indicated that officers were willing to work much more than eight hours a month. More weight was given to the trend in grant overtime usage than the poll results.

MoDOT requests the Council Authorization Forms be signed and submitted with the grant applications by March 1 if possible.

Respectfully,

A handwritten signature in black ink, appearing to read "Lt. J. Hartman".

Lt. J. Hartman

Attachments:

Resolution [Draft]

Application for Speed/HMV Grant [Draft]

Application for Click-it-or-Ticket Grant [Draft]

Application for You Drink You Drive You Lose Grant [Draft]

Application for Sobriety Checkpoint/BAT Van Grant [Draft]

Application for DWI Officer Grant [Draft]

City Council Authorization Forms (5)



Traffic and Highway Safety Division
 P.O. Box 270
 Jefferson City, MO 65102
 1-800-800-2358 or 573-751-4161

CITY COUNCIL AUTHORIZATION

On _____, 20__ the Council of _____
 _____ held a meeting and discussed the City's participation
 in Missouri's Highway Safety Program.

It is agreed by the Council that the City of _____
 will participate in Missouri's Highway Safety Program.

It is further agreed by the Council that the Chief of Police will investigate the
 financial assistance available under the Missouri Highway Safety Program for
 Traffic Enforcement and report back to the Council his/her recommendations.
 When funding through the Highway Safety Division is no longer available, the
 local government entity agrees to make a dedicated attempt to continue support
 for this traffic safety effort.

 Council Member

 Council Member

 Council Member

 Council Member

 Council Member

 Council Member

 Council Member

 Council Member

 Mayor



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

Meeting: 02/13/17 07:00 PM
Department: Finance Department
Category: Resolution
Prepared By: Sherry Hall
Department Head: Dan Smith

SCHEDULED

RESOLUTION

Resolution No. 1270 - a Resolution to Adopt a Capital Asset Policy for the City of Creve Coeur

A Resolution to adopt a Capital Asset Policy for the City of Creve Coeur.

RESOLUTION NO.1270**A RESOLUTION TO ADOPT A CAPITAL ASSET POLICY FOR THE
CITY OF CREVE COEUR**

WHEREAS, A CAPITAL ASSET POLICY WILL ASSIST THE CITY IN PROPERLY IDENTIFYING AND CAPITALIZING CITY ASSETS IN ACCORDANCE WITH GENERALLY ACCEPTED ACCOUNTING STANDARDS; AND,

WHEREAS, A CAPITAL ASSET POLICY WILL ASSIST THE CITY IN TRACKING AND MAINTAINING CONTROL OF ITS ASSETS; AND,

WHEREAS, THE CITY AUDITORS, SCHOWALTER AND JABOURI, HAVE RECOMMENDED ADOPTION OF SUCH A POLICY.

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

SECTION 1: THE CITY COUNCIL HEREBY ADOPTS THE ATTACHED CAPITAL ASSET POLICY WHICH IS ATTACHED HERETO AND INCORPORATED AS A PART OF THIS RESOLUTION AS EXHIBIT A.

SECTION 2: THIS RESOLUTION SHALL TAKE EFFECT IMMEDIATELY UPON ITS ADOPTION.

ADOPTED THIS 13TH DAY OF FEBRUARY, 2017.

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN
CITY CLERK

RESOLUTION NO. _____

**A RESOLUTION TO ADOPT A CAPITAL ASSET POLICY FOR THE
CITY OF CREVE COEUR**

WHEREAS, A CAPITAL ASSET POLICY WILL ASSIST THE CITY IN PROPERLY IDENTIFYING AND CAPITALIZING CITY ASSETS IN ACCORDANCE WITH GENERALLY ACCEPTED ACCOUNTING STANDARDS; AND,

WHEREAS, A CAPITAL ASSET POLICY WILL ASSIST THE CITY IN TRACKING AND MAINTAINING CONTROL OF ITS ASSETS; AND,

WHEREAS, THE CITY AUDITORS, SCHOWALTER AND JABOURI, HAVE RECOMMENDED ADOPTION OF SUCH A POLICY.

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

SECTION 1: THE CITY COUNCIL HEREBY ADOPTS THE ATTACHED CAPITAL ASSET POLICY WHICH IS ATTACHED HERETO AND INCORPORATED AS A PART OF THIS RESOLUTION AS EXHIBIT A.

SECTION 2: THIS RESOLUTION SHALL TAKE EFFECT IMMEDIATELY UPON ITS ADOPTION.

ADOPTED THIS 13TH DAY OF FEBRUARY, 2017.

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN
CITY CLERK



MEMORANDUM

DATE: February 9, 2017

TO: Mark Perkins, City Administrator

FROM: Daniel Smith, Director of Finance

SUBJECT: Capital Asset Policy

Attached is a proposed Capital Asset Policy for the City of Creve Coeur. This policy establishes uniform guidelines for the,

1. Collection of information to properly capitalize the cost of assets, and
2. Provides for a consistent and accurate capitalization of all assets held by the City in compliance with generally accepted accounting standards and government regulations.

It provides a threshold for capitalizing assets and a useful life schedule over which assets are depreciated. In addition, it provides for asset accountability to assist the city in tracking and maintaining control of its assets.

Adoption of this policy was recommended by the city's auditors as part of the last audit. Staff recommends adoption of this policy.

He would be pleased to respond to any questions.

Appendix A

Class	Description	Category	Life	Depr
1	Printers	Computer equipment	3.0	SL
2	Personal Computers	Computer equipment	3.0	SL
3	Laptop Computers	Computer equipment	3.0	SL
15	Vehicles	Vehicle	5.0	SL
16	Vehicles Police	Vehicle	3.0	SL
17	Vehicles Streets	Vehicle	5.0	SL
18	Vehicles Parks	Vehicle	5.0	SL
19	Vehicles Health & Environment	Vehicle	5.0	SL
22	Telephone System	Communications	8.0	SL
28	Exercise Equipment	Furniture	8.0	SL
29	Unlimited Power Source (UPS)	Computer equipment	8.0	SL
34	Software	Computer equipment	8.0	SL
35	Copier	Office Equipment	8.0	SL
37	Network Hubs	Computer equipment	8.0	SL
38	Servers	Computer equipment	8.0	SL
40	Radar Units	Police Equipment	8.0	SL
42	Intoximeters	Police Equipment	5.0	SL
47	Handguns	Police Equipment	8.0	SL
54	Rifle/Shotgun	Police Equipment	8.0	SL
61	Motorcycle Police	Vehicle	10.0	SL
62	Mowers	Bldgs/grounds equipment	8.0	SL
63	Trimmers/Pruners/Blowers	Bldgs/grounds equipment	8.0	SL
64	Tractor	Bldgs/grounds equipment	8.0	SL
65	Insecticide Sprayer	Bldgs/grounds equipment	8.0	SL
66	Water Pump/Tank	Bldgs/grounds equipment	8.0	SL
71	Snow Removal	Equipment	8.0	SL
72	Misc. Office Equipment	Office Equipment	8.0	SL
73	Misc. Computer Equipment	Computer equipment	8.0	SL
74	Misc. Equipment	Equipment	8.0	SL
75	Misc. Police Equipment	Police Equipment	8.0	SL
76	Misc. Furniture	Furniture	8.0	SL
77	Leaf Vacuum/Chipper	Bldgs/grounds equipment	8.0	SL
91	Buildings	Bldg/Land	40.0	SL
92	Building Improvement	Bldg/Land	40.0	SL
93	Land	Bldg/Land		SL
94	Land Improvements	Bldg/Land		SL

Class	Description	Category	Life	Depr
95	Playground Equipment	Equipment	15.0	SL
96	Parks Equipment	Equipment	15.0	SL
BIMP	Municipal Enterprise Bldg 1	Bldg/Land	40.0	SL
BLDG	Municipal Enterprise Bldg 1	Bldg/Land	40.0	SL
GLFC	Golf Carts	Equipment	3.0	SL
GRC	Grounds Care Muni Enterprise	Bldgs/grounds equipment	8.0	SL
LAND	Municipal Enterprise Land	Bldg/Land		SL
LIMP	Municipal Enterprise Land 1	Bldg/Land		SL
MICE	Misc. Computer Equipment	Computer equipment	8.0	SL
MICR	Microwave Oven Muni Enterprise	Furniture	8.0	SL
MISC	Misc. Office Equipment	Office Equipment	8.0	SL
MISE	Miscellaneous Equipment-Muni	Equipment	8.0	SL
PC	Personal Computer Muni Ent.	Computer equipment	6.0	SL
PRT	Printer Muni Enterprise	Computer equipment	3.0	SL
SNB	Snack Bar Equipment Muni Ent	Equipment	8.0	SL
VEH	Vehicle Muni Enterprise	Vehicle	5.0	SL

INFRASTRUCTURE

Streets/Sidewalks	20.0	SL
Asphalt	20.0	SL
Concrete	30.0	SL
Composite	30.0	SL
Bridges	30.0	SL

CAPITAL ASSET POLICY

POLICY OVERVIEW

The City of Creve Coeur (City) has established a Capital Asset Policy in order to safeguard its investment in capital assets and to be able to demonstrate accountability to its various constituencies: citizens, oversight bodies, creditors, and regulators. All public information pertaining to capital assets will be made available in the annual audited financial report

The City's Finance Department is responsible for establishing an accounting and internal control structure designed to maintain a complete and accurate accounting for capital assets with significant value. Adequate accounting procedures and records of capital assets or fixed assets are essential for effective asset management and control. The internal control structure is designed to provide reasonable, but not absolute, assurances that these objectives are attained.

PURPOSE

This policy establishes uniform guidelines to provide for:

1. The collection of information necessary to properly capitalize the cost of assets; and
2. To provide for consistent and accurate capitalization of all assets held by the City in compliance with all generally accepted accounting standards and government regulations.

SCOPE

This policy and related procedures are applicable to all City departments, divisions and programs regardless of the source of funds. If expenses are to be charged to a sponsored program, grant, or contract, the terms of the sponsored program, grant, or contract will take precedence if they are more restrictive than the City policy.

CAPITALIZATION POLICY

All assets acquired by the City that have a useful life of more than one year, are of a tangible nature and have a value of \$5,000 or greater shall be recorded as a distinct asset for the purposes of reporting asset values. The Enterprise Fund capitalization threshold is \$750.00. The costs for improvements to current assets are to be added to the cost of the existing asset where practical. In certain cases improvements may be identified to be a unique asset. The costs of normal maintenance and repairs that do not add to the value of the asset, or materially extend asset lives, are not capitalized.

Certain assets valued at less than \$5,000 in the General Fund and \$750 in the Enterprise Fund are considered fixed assets if they form an integral and essential part of another piece of equipment or structure considered to be a fixed asset or are part of a capital project.

Assets below those thresholds but considered significant enough to warrant the monitoring of their condition, location, availability and usage will be tracked by the department head or designated steward. The value of such assets shall additionally be tracked. Such items include, but are not limited to, computers, printers, minor furnishings, firearms, and general office equipment.

DEFINITIONS

Betterment is an addition made to, or modification of an existing capital asset, which is expected to prolong its useful life or to increase its efficiency over and above that arising from maintenance. The cost of a betterment should be added to the capital asset record as a separate item. Betterments should have a cost of \$5,000 or greater to be included as a capital asset.

Capitalize is to record the cost of property as an asset subject to depreciation over its estimated useful life, rather than as an expense of one period.

Depreciation is a method for allocating the cost of buildings and equipment over their useful lives. Generally accepted accounting principles dictate that the value of capital assets must be written off as an expense over the life of the asset as an indirect cost.

Fixed Asset is an item that is tangible and permanent in nature, has a useful life of at least one year, is held for purposes other than investment or trade, and has a value of \$5,000 or more. The Enterprise Fund policy is a value of \$750 or greater. The six types of fixed assets are:

1. *Land* – includes land itself, both under buildings and open space, and improvements that grade, contour and shape it. Land will be carried on the Fixed Asset Schedule at acquired cost, or if donated, at assessed or fair market value. All costs for legal services incidental to the acquisition and other charges incurred in preparing the land for use shall be included in the cost. Land and land improvements are not depreciated.
2. *Construction in progress* – assets under construction that are recognized as a capital asset. This classification is primarily used in conjunction with Capital Projects. Capital Project costs are accumulated until completion of the project when costs are transferred to the appropriate fixed asset account.
3. *Buildings* – a structure that is permanently attached to the land, has a roof, is partially or completely enclosed by walls, and is not intended to be transportable or moveable. All structures designated and erected to house equipment are included. All buildings will be valued at purchase price or construction cost. Cost should include all charges applicable to the building acquisition including fees for brokers, appraisers, engineering consultants, legal services, and architects.
4. *Improvements* – building improvements are capital assets that materially extend the useful life of a building or increase the value of a building, or both. Building improvements are permanently attached fixtures or machinery that cannot be removed without impairing the use of the building.

Building improvements include systems, services and fixtures within the buildings, and structural attachments such as porches, patios, canopies, garages, stairs, fire escapes, lighting fixtures, flag poles, and all other such items such as storage tanks that serve the building. Permanent fixtures that function as an integral part of the structure are included such as plumbing systems, lighting systems, heating, cooling, ventilating and air handling systems, alarm systems, sound systems, telephone and data systems, surveillance systems, passenger and freight elevators, emergency power generators, built-in cabinets, walk-in coolers and freezers, fixed shelving, and other fixed equipment are included, if owned. Communication antennas and/or towers are not included as buildings. These are parts of the equipment units that they serve.

5. *Infrastructure* – assets that are long lived, can be preserved for a significant number of years and are normally stationary in nature. Examples include roads, road signage, traffic lights, street lights, alleys, sidewalks, bridges, tunnels, boat ramps, marinas, trails, man-made lakes, drainage systems, culverts, reservoirs, and berms. Infrastructure assets do not include buildings, drives, parking lots or any other examples given above that are incidental to property or access to the property above. Infrastructure assets will be capitalized and depreciated.
6. *Vehicles and Equipment* – includes fixed or movable personal property to be used for operations having a life expectancy of one or more years. Installation costs should be included in the capitalization amounts. Equipment includes office mechanical equipment, data processing equipment, office furniture, appliances, furnishings, machinery items, tools, maintenance equipment, earth moving equipment, and boats. Trailers, self-propelled roadway equipment (graders, loaders), mounted equipment with truck chassis (aerial platforms), and mobile heavy equipment are included. Software is categorized as equipment. All supplies are excluded. All vehicles titled and/or registered with the Missouri Department of Revenue will be considered fixed assets regardless of cost.

Expensed assets are assets that are not capitalized (General Fund items less than \$5,000 and Enterprise Fund items less than \$750) and are considered expenses in the year of acquisition.

Useful life is the period of time over which an asset is useful to the City in performing the function for which it was acquired.

RESPONSIBILITIES AND AUTHORITY

The Finance Department shall be responsible for maintaining and controlling the capital asset accounting system according to generally accepted accounting principles. The Finance Department is responsible for ensuring that the capital asset report is updated annually to reflect additions, deletions and transfers and to reflect the new, annual capital asset balance for financial purposes and the annual accumulated depreciation calculations.

It is the responsibility of each Department Head to act as, or to designate a steward for, each capital asset. The Department Head or designated steward shall be responsible for providing information about the availability, location, condition, and usage of the asset.

PERIODIC INVENTORIES

A physical inventory of all capital assets exceeding \$5,000 for the General Fund and \$750 for the Enterprise Fund will be conducted by the Finance Department periodically (at least every 2 years). Department Heads will be accountable for the capital asset non-capitalized inventory charged to their departments by verifying a list of their capital assets.

ASSET ACCOUNTABILITY

Regardless of the method of acquisition, each department shall report acquisition of any capital item to the Finance Department in the manner prescribed by the Finance Department. Property shall not be transferred, sold or otherwise disposed of without providing notification to the Finance Department. All disposals must be pre-approved by the City Administrator prior to disposal. Stolen and lost property shall be reported in the same manner.

CAPITAL ASSET VALUATION

For valuation purposes, capital assets fall into five categories based upon how they were acquired.

1. Purchased Assets - The value of the asset must include the purchase price, shipping, handling, in-transit insurance, installation costs including site preparation, value received from trade-in, and any other direct expenses incurred by the City in obtaining the asset.
2. Donated Assets – The value recorded by the City for a donated asset is the fair market value of the asset when it is given. Determination of the fair market value of the asset may use appraisal price, the selling price of an equivalent item and/or information provided by the donor, typically on IRS Form 8283. The costs of transportation and installation paid by the donor should be included when valuing a donated asset.

In some cases, the City receives title to an asset that was purchased with outside agency funds and whose title was held by the funding agency. When title is transferred, the City receives a gift-in-kind for the fair market value of the item on the date it transferred, not for the original acquisition amount. To facilitate proper stewardship and to meet IRS requirements, all gifts of capital assets must be added to the capital assets inventory.

3. Leased Assets – These are assets acquired under a capital lease, which is defined as an installment payment agreement used to acquire capital assets. The lease may contain a “purchase option” that permits the City to acquire the asset at its fair market value at the end of the lease period. Leased assets are not considered capital assets until the “purchase option” is exercised. The leased asset would then be recorded at the fair market value.
4. Fabricated Equipment – The value of fabricated equipment (equipment built on site, not purchased in final form) is determined by the total of the costs associated with the construction of the asset. These include both invoiced charges for purchased parts, materials, shipping, and reasonable internal charges for labor involved in assembly.
5. Constructed Buildings and Improvements/Renovations – The value of a constructed building includes the total amount paid for acquiring or improving the asset. This includes not only labor, shipping and materials, but also the costs of landscaping related to the building and of utilities used for construction, as well as architectural and design fees, building permits, inspections, filings, and other legal costs.

All City owned facilities that are permanent structures must be recorded as fixed assets. Any alteration or renovation of an existing facility must be recorded as a capital asset if it:

- a. Adds usable square footage of facility space, regardless of cost: or
- b. Extends the facility’s useful life and meets minimum cost standards.

ASSET DEPRECIATION

With the exception of land and construction in progress, all capitalized assets shall be depreciated using the strait-line method over the useful life of the asset. The calculation of depreciation should be based on historical or capitalized costs. Salvage value should generally not be utilized in calculating depreciation unless the salvage value is specifically known.

Appendix “A” attached provides a Capital Asset Average Lives Table (Useful Lives Table) to be used as a guide for determining an assets useful life in the absence of a useful life as recommended by the department head.

CAPITAL ASSET DISPOSAL

A capital asset is determined to be surplus when the department head determines that the asset is no longer needed for the function it was originally purchased for and the asset cannot be utilized by another City department. Examples include office furniture, computer equipment, vehicles, and items determined to be obsolete, overstocked or having an impairment which makes the asset no longer functional or operational.

A. Disposal of Personal Property

Capital assets determined to be surplus and retaining residual value are to be disposed of in the most efficient and cost effective manner possible, either through an auction process, solicitation of sealed bids, through a negotiated sale, as a trade-in for a usable asset having an equal or greater value, or through another method as preapproved by the City Administrator. Residual value will be determined by the department head based on the condition of the asset and the fair market value of similar assets in similar condition. Based on the residual value, a determination will be made as to the best disposal method.

Capital assets determined to be surplus and having negligible residual value may be disposed of without going through an auction, bid or other process. Negligible residual value will be determined by the department head based on the condition of the asset, the fair market value of similar assets in similar condition and a determination that it is impractical to repair, sell or trade the asset.

If it is determined by the City Administrator to be in the public interest, the City may dispose of surplus property by donating it to another public agency or to an Internal Revenue Code 501(c)(3) organization.

The City Administrator or his designee must approve of the disposal all capital assets. All items are to be sold “as-is” with no warranty or warranties, express, implied or otherwise. The Director of Finance must be notified of the disposal of any capital asset.

B. Disposal of Real Property

Real property, including land, land improvements, buildings, and infrastructure shall be disposed of only after approval by the City Council under authority stipulated. The City shall dispose of all real property through an auction process, solicitation of sealed bids, through a negotiated sale, or by using a qualified real estate broker, whichever is in the best interest of the City.

CONCLUSION

This policy has been designed to support the value of capital assets reported in the City’s financial reports. In addition, the policy should provide the appropriate level of internal control to minimize loss of the assets.



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

SCHEDULED

Meeting: 02/13/17 07:00 PM
Department: City Administrator
Category: Appointment
Prepared By: Mark Perkins
Department Head: Carl Lumley

STAFF REPORT

Director of Finance

Pursuant to the Charter, the City Administrator appoints department directors subject to the approval of the City Council. Dan Smith, the current Director of Finance, is retiring effective March 1.



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

SCHEDULED

Meeting: 02/13/17 07:00 PM
Department: Legislative /City Clerk
Category: Appointment
Prepared By: Debbie Ryan
Initiator: Debbie Ryan
Sponsors:
DOC ID: 2299

APPOINTMENT (ID # 2299)

OGTDD - Reappointment of Three Board Members

Per the OGTDD agreement, City Council needs to approve reappointment of three Olive/Graser TDD Board Members. These Members will still need to be approved by the OGTDD Property Owners and Regular Board.



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

Meeting: 02/13/17 07:00 PM
Department: Parks and Recreation Department
Category: Report
Prepared By: Jason Valvero
Department Head: Jason Valvero

SCHEDULED

STAFF REPORT

2016 Farmer's Market Review

The market opened in 2014 and each year the staff prepares a summary memo to review what works, what needs attention and moving forward into the new market season.

CITY OF CREVE COEUR



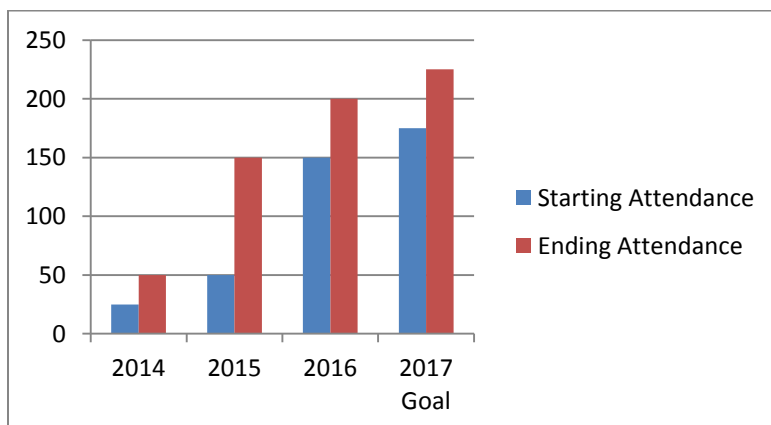
MEMORANDUM

Date: February 3, 2017
To: Mark Perkins
From: Jason Valvero, Director of Recreation
CC: Tim Brinks, Assistant Director of Recreation
Subject: Farmer's Market Review

The idea of a farmer's market was first presented in October of 2012 and from that day; staff has been working towards the goal of a viable market in Creve Coeur. The idea of a market that can offer the residents and visitors of our community a venue to purchase a variety of fresh produce, meats and specialty goods, made by local farmers within the St. Louis and Illinois area, was and still is a goal of the department. The market opened in 2014 at the Parkway Northeast Middle School. The goal to get established in the first year was the main objective. The idea of a market was well received, but the location was not ideal. The city worked hard to find a more visible location, so the move to Westgate Shopping Plaza for the 2015 season was well received by the vendors. The plaza location allowed for great exposure to the market both by visitors to the plaza and by vehicular traffic on Olive Boulevard. The location stayed the same for the 2016 season as well.

What Works

- ❖ Location, Location, Location... Westgate Shopping Plaza is an ideal location and has been the reason other vendors have joined us in 2016 and show interest in 2017.
- ❖ The market momentum continued through the 2016 season. The number of visitors each week to the market grew as the season went on. The average attendance at the start of the season was approximately 150 visitors and grew to approximately 200 visitors weekly by the end of the season, compared to an average of 150 visitors in the 2015 season.



- ❖ The ability to keep current vendors coming back each week and attract a new variety of vendors will only happen when the numbers who shop at the market grow. The market averaged 16 vendors per week, compared to 12 last season.
- ❖ The sales totals of the vendors have grown this year over last year. In some cases, vendors reported three times the amount of sales over last season, with an increase in sales reported by 50 percent of the vendors who attended on a regular basis. In some cases, vendors have reported their sales are greater at the Creve Coeur market, versus markets with larger number of customers two to three times in size.
- ❖ The relationship with the management team from Westgate Shopping Plaza has grown over the past year and the plaza is open to more ideas moving forward in 2017. The feedback has been very positive from the management team and the plaza tenants; expressing the market adds energy to the plaza when open.
- ❖ Katie Dixon, the market manager. Katie has a great way with connecting with the current vendors and attracting a variety of new ones. She is all about building relationships!
- ❖ Strong support from the Public Works Department was provide in the 2016 season as in the 2015 season with set up and tear down, plus the use of generators each week for the meat vendors that require electric.
- ❖ Creating a community feel around the market with weekly events. Katie booked organizations, schools, non-profits and specialty vendors to try and create that community feel, while trying to attract more customers. Organizations included pet adoption centers, the Knitting Guild, the Wood Workers Guild, Chesterfield Day School, local children's book author, Ladue student band and Great Rivers Greenway. The market also offered free classes on occasion from fitness to gardening demonstrations. The market was also fortunate to have the support of the police, fire and public works departments, all who put in time and effort to host a booth, special event or just stop by and interact with the community and customers.
- ❖ Marketing through alternate venues via the concert series, business partners and other social media. The concert series provided exposure to a new customer base by having a sample of 4 to 5 vendors who they could come and visit on Saturday mornings. The market was promoted by local business at their stores and on their social media through Royal Banks of Missouri, St. Louis Pet Adoption Center, Osteo-Strong, Houlihan's, Oberweis, Treats Unleashed and Barre 3.

What Needs Attention

- ❖ The recruitment of vendors. The number of vendors needs to increase to help sustain the overall market and grow revenue.
- ❖ Marketing to the community and businesses through the newsletter, Facebook page and other media. Staff has been working with local website and print media outlets for free and paid advertisement. The idea of cross marketing with other farmer markets in the area that are on different days of the week has been received as well.

- ❖ Weekly entertainment needs to be provided to try and attract visitors to stay on site longer to spend more money with the vendors. Staff has been directed to try and lineup free opportunities with local entertainment, high schools, pet adoption agencies, etc. and add other paid entertainment when needed for special occasions.
- ❖ Attract sponsors to help support the overall financial health of the market.

Program Financial Analysis

The following chart breaks down the revenues versus the expenses for the last three outdoor seasons of the farmer's market running May – October of each year:

	2014	2015	2016
Revenue			
Vendor & Friends of the Market	\$3,180	\$3,005	\$3,505
Sponsors	\$2,200	\$1,550	\$400
Total	\$5,380	\$4,869	\$3,905
Expenses			
Labor	\$8,120	\$9,752	\$10,452
Advertising	\$2,276	\$810	\$2,165
Events	\$603	\$265	\$265
Supplies	\$1,247	\$1,265	\$824
Total	\$12,246	\$12,092	\$13,706
Net Profit	(\$6,866)	(\$7,223)	(\$9,801)

How to Close the Gap

- ❖ Advertise...advertise...advertise. The Market Manager researched grant opportunities and found a possible grant to help offset some advertising dollars for the 2017 season. Staff will be applying for the grant within the next few months.
- ❖ Increase the overall number of vendors each week.
- ❖ Increase the foot traffic to the market. If the goal of the market was to provide access to fresh, local foods, that goal was most certainly reached. Although crowds were not always bustling, a vast majority of the market goers were truly there to purchase items, and few were seen leaving without something purchased.
- ❖ Offer a variety of activities and entertainment to draw the community to the market. In 2016, the market hosted a 'Frozen' themed day, pet adoption agencies, Big Truck Day with Public Works, donate a bicycle day and more brought families to the market. Look into offering school sponsored bands or organizations to perform and other community groups to help create the pride of Creve Coeur.

- ❖ Engage the ‘Friends of the Market’ members and use them as a resource for ideas and generating a buzz for the market.

The staff feels the market does add value to the community. The vendors have seen the number of visitors increase as the season went on and they have provided positive feedback from the 2016 season and excitement for the 2017 season. Staff will need to work on advertising more and closing the financial gap moving forward in the 2017 season by attracting more vendors, raising the annual membership fees by \$25 per vendor and obtaining sponsorships.



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

SCHEDULED

Meeting: 02/13/17 07:00 PM
Department: Finance Department
Category: Report
Prepared By: Sherry Hall
Department Head: Dan Smith

STAFF REPORT

2Nd Quarter FY 2017 Financial Analyses

Financial Analyses for the 2nd Quarter FY 2017 for the two major operating funds, General Fund and Municipal Enterprise Fund.



MEMORANDUM

DATE: February 8, 2017

TO: Mark Perkins, City Administrator

FROM: Daniel Smith, Director of Finance

SUBJECT: Second Quarter FY 2017 Financial Analyses

Attached are the 2nd quarter 2017 results for the two major operating funds – the General Fund and the Municipal Enterprise Fund. The significant trends for the 2nd quarter are as follows:

1. General Fund

a. Revenues

The revenues for 2017 are decreased slightly over those for the same time period in 2016. This is a little deceptive since the Electric Utility Tax figure for December 2016 did not include the December payment received in January. Also, other timing differences would affect the comparison. That would increase the shortfall significantly. The decreases are primarily in the areas of:

Utility Taxes

Electric utility taxes are down allowing for timing difference in FY 2016. Over the last 5 years these taxes have been stagnant. Telecom taxes continue to drop due to less landline service and more competitive telecom charges. That would increase the shortfall significantly compared to last year.

License and Permits – The decrease in licenses and permits is due to a decrease in building permit revenue for the first quarter. The decrease was close to \$105,400 below last year. Even though these revenues are less we believe budget projections will be met since last year permit revenues were unusually high.

Municipal Court – Court revenues are \$188,000 less than FY 2016, a continuation of the previous year. At the current rate, revenues could be approximately \$350,000 to \$375,000 less than anticipated in the budget, or about 35%. Staff expects this trend to continue..

Sales Tax Retail – Retail sales tax is currently \$86,000 less than at this time last year. It appears sales tax will not make budget projections in FY 2017.

b. Expenditures

Expenditures are anticipated to be within or less than original FY 2017 budget. The only departments that appear substantially outside of prorated amounts are Legislative, Non-Departmental, and Health & Environment. Most of the variance results from encumbrances of large contracts. These include contracts for legal services in Legislative and refuse and recycling in Health & Environment. In addition, Non-Departmental is outside prorated amounts due to 100% of insurance expense being expended at the end of December.

Overall staff anticipates that General Fund expenditures will be within or lower than budgeted amounts and that revenues will be less than budgeted amounts. It is too early to project year-end amounts but it is hoped that savings in General Fund expenses will help offset at least a portion of revenue shortfalls as they have historically. We should have a better indication in the third quarter report.

2. Enterprise Fund

a. Revenues

Operating revenues for FY 2017 are less than in FY 2016. Overall revenues are higher due to the \$120,000 up front lease payment for the tower located at the Dielmann Recreation Complex. This decrease effects all area of the Dielmann Complex. Golf Course usage and revenues from the Ice Arena are both down from FY 2016. This also has effected food service revenue.

b. Expenditures

Expenses in the second quarter are significantly higher than in FY 2016. Expenditures are higher in Golf and Ice Arena, while lower in food service. These increases are primarily due to increased golf costs due to the Walters Management contract and increased ice compressor repairs and maintenance.

Currently, staff anticipates revenues will be lower than budgeted amounts and expenditures will also be higher than budgeted amounts for FY 2017.

3. Capital Fund

a. Revenues

At this time staff anticipates revenues for the Capital Fund will be higher than FY 2017 budget amounts. Sales Tax in this fund also appears to be less than anticipated. Other revenues are projected higher than anticipated due to the cart path grant received from the Municipal Parks Grant and reimbursement for Police Building expenditures from the bond issue.

b. Expenditures

Capital Fund expenditures will be higher than anticipated also due to the cart path project. Year-end balance in the Capital Fund is projected to be higher than budgeted due primarily to a higher than projected beginning balance for FY 2017.

4. Interest Rates

At this time it is projected interest revenues will be slightly higher than budgeted.

The fiscal year 2016 was a good year financially. In 2017 it appears court revenues are lagging in the General Fund. Also sales tax revenues and Electric Utility Taxes have appeared to be stagnant the last 3-5 years and telecom taxes continue to decrease. In addition, Capital Sales Tax is not as high as anticipated. Although the City is currently in a strong financial position, continued decrease in court and telecom tax revenues and stagnation in two of the city's main revenue sources (Sales Tax and Electric Utility Tax) may require some adjustments. The sales tax is subject to fluctuation and could recover by year end. If these revenue sources continue current trends the city may need to consider additional revenue sources or reduction in expenditures in the future. The City does have some alternatives for increasing future revenues. Increases in Property Tax to the cap and Utility Tax rates would provide additional revenues. In spite of these issues staff continues to anticipate a healthy financial picture for the city in the near future. However, the previously described issues will require close monitoring in the future.

I would be pleased to respond to any questions.

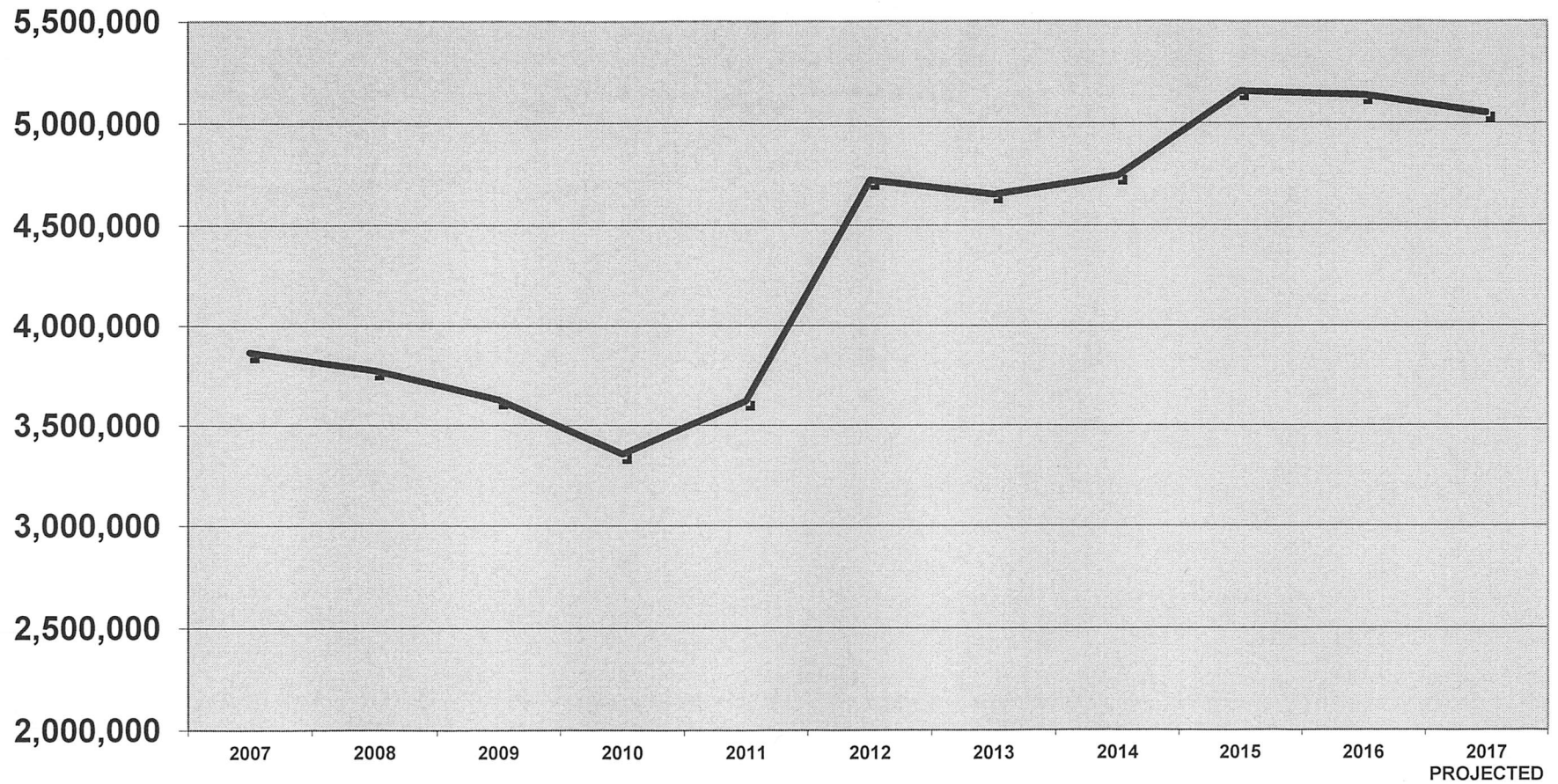


City of Creve Coeur
Statement of Revenues and Expenditures
As of December 31, 2016
FY 2017

	Annual Budget	Adjusted Budget	YTD Actual	YTD Encumb(1)	Actual As % of Budget	2016 2nd Qtr Actual	2016 Actual As % of Budget
<u>General Fund Revenues:</u>							
Property Taxes	563,000	563,000	227,314		40.4%	145,317	25.2%
Utility Taxes	6,238,000	6,238,000	2,851,476		45.7%	2,836,822	46.4%
Intergovernmental	6,837,000	6,837,000	2,880,589		42.1%	2,822,067	41.5%
Licenses and Permits	906,450	906,450	393,718		43.4%	520,685	59.9%
Charges for Services	117,500	117,500	45,550		38.8%	49,638	41.0%
Municipal Court	1,000,000	1,000,000	312,651		31.3%	500,733	49.5%
Other Revenues	482,578	482,578	463,977		96.1%	411,194	90.5%
Transfers	0	0			#DIV/0!		0.0%
Total Revenues	16,144,528	16,144,528	7,175,275		44.4%	7,286,456	45.7%
<u>General Fund Expenditures:</u>							
Legislative Services	409,783	409,783	209,725	56,448	65.0%	262,919	64.1%
Administrative Services	1,209,669	1,226,669	402,459	106,300	42.1%	449,919	52.7%
Non-Departmental	557,194	557,194	371,875	14,976	69.4%	409,330	69.0%
Maint. of Municipal Prop.	388,230	388,230	172,283	35,298	53.5%	175,305	53.7%
Municipal Court	339,067	339,067	150,815	16,933	49.5%	161,250	48.6%
Finance Department	619,672	619,672	327,023	1,000	52.9%	340,060	57.7%
Police Department	7,290,342	7,290,342	3,554,308	358,398	53.7%	3,632,896	51.7%
Park Maintenance	525,055	525,055	194,657	31,888	43.1%	225,871	45.1%
Community Services	121,053	121,053	46,865	0	38.7%	42,676	29.4%
Public Works - Admin.	542,739	542,739	273,724	10,143	52.3%	230,663	45.3%
Street Maintenance	1,705,735	1,705,735	788,648	145,636	54.8%	864,831	51.2%
Health and Environment	814,800	814,800	334,685	456,544	97.1%	903,664	94.5%
Community Development	1,409,900	1,409,900	707,980	10,122	50.9%	726,962	53.2%
Annual Infrastructure Maintena	0	0				0	0.0%
Total Expenditures	15,933,239	15,950,239	7,535,047	1,243,686	55.1%	8,426,346	55.1%
Total Operating Surplus	211,289		-1,603,458			-1,139,891	
Transfers To Other Funds	400,000		0	0		200000	0.00%
Operating Revenues Over (under)							
Expenditures	-188,711		-1,603,458			-1,339,891	

	Annual Budget		YTD Actual	YTD Encumb(1)	Actual As % of Budget	2016 2nd Qtr Actual	2016 Actual As % of Budget
<u>Municipal Enterprise Fund Revenues:</u>							
Golf Course	401,219	401,219	195,536		48.7%	214,810	56.7%
Food Service	55,000	55,000	29,229		53.1%	30,561	57.8%
Ice Arena	548,725	548,725	433,754		79.0%	330,927	62.0%
Other Revenues	700	700	8,022		0.0%	206	0.0%
Transfer- GF	0	0			#DIV/0!		0%
Total Revenue	1,005,644	1,005,644	666,541	0	66.3%	576,504	57.9%
<u>Municipal Enterprise Fund Expenditures:</u>							
Golf Course	520,221	520,221	255,029	30,385	54.9%	227,109	47.2%
Food Service	41,907	41,907	20,871	2,207	55.1%	22,981	51.8%
Ice Arena	476,551	476,551	232,858	41,752	57.6%	255,796	54.0%
Transfers	0	0			0.0%	0	0.0%
Total Expenditures	1,038,679	1,038,679	508,758	74,344	56.1%	505,886	50.6%
Total Operating Surplus	-33,035		83,439	0		70,617	
Annual Debt Repayment	0		0	0		0	0.00%
Fund Balance Adjustment	(33,035)		83,439			70,617	

SALES TAX 2007-2017





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

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

Meeting: 02/13/17 07:00 PM

DOC ID: 2288

DISCUSSION ITEM (ID # 2288)

Parks and Recreation Sponsorship Opportunities



Creve Coeur Parks & Recreation
Dielmann Recreation Complex
11400 Olde Cabin Road
Creve Coeur, MO 63141
Tel 314-872-2570
Fax 314-801-8152
www.creve-coeur.org

PARKS SPONSOR PROGRAM

2017 COMMUNITY
INVOLVEMENT OPPORTUNITIES

CREVE COEUR, MISSOURI

THE HEART OF COMMUNITY & COMMERCE

City of Creve Coeur Parks & Recreation

CREVE COEUR PARKS & RECREATION MISSION

Better health, community connections and fun are just a few examples of how Creve Coeur residents benefit from Parks & Recreation services. Our mission is to deliver a variety of recreation programs and services that encourage health, fitness, relaxation and citizen involvement while promoting a strong sense of community for residents of Creve Coeur.

SERVING 18,000 CREVE COEUR RESIDENTS THROUGH QUALITY PROGRAMS & EVENTS

Each year, fees and taxes fund operational expenses required to make programs, parks & facilities succeed. Additional support from our business community will allow our offerings to be even better. By partnering with Creve Coeur Parks and Recreation, you will help provide additional events to the community, enhance current programs, fuel an active and healthy community, and enrich the lives of our residents.

WITH PARKS AND RECREATION, THE BENEFITS ARE ENDLESS

With a menu of activities and sponsorships that can fit any budget and reaches a variety of audiences, the benefits of sponsorship are easily accessible to any business. Your partnership with Creve Coeur Parks & Recreation allows you to reach of our residents and their guests while demonstrating positive corporate citizenships and increasing your visibility in the community.

ACT TODAY TO STRENGTHEN TOMORROW

Take advantage of our first partnership opportunities to get fresh exposure to your customers while building a stronger, healthier more active community. Contact me today to secure your partnership.

Jason Valvero
Director of Recreation
314-872-2570
jvalvero@crevecoeurmo.gov

CREVE COEUR PARKS & RECREATION

SPONSOR PROGRAM GUIDELINES

The following community activities and events are available for sponsorship:

COMMUNITY & FAMILY EVENTS

HEART TO HEART 5K RUN/WALK & 10K RUN

June 3, 2017: The biggest event of the year, this event plays host to approximately 300 runners and walkers and is a fundamental part of program development for Creve Coeur Parks & Recreation.

Friends of the Run - \$100+: Your name included on flyers at event, and recognition during event announcements. You will also receive one (1) event t-shirt.

Bronze Sponsor - \$500+: All Friends of the Run Sponsor benefits PLUS Organization name included on printed promotional material and recognition during event announcements. You will also receive five (5) event t-shirt.

Silver Sponsor - \$750+: All Bronze Sponsor benefits PLUS company logo on printed materials & t-shirts and display of banner (up to 4' x 6') provided by company at event. You will also receive seven (7) event t-shirt.

Gold Sponsor - \$1,000+: All Assisting Sponsor benefits PLUS table at event. You will also receive 10 event t-shirt.

Platinum Sponsor - \$3,000+: All Gold Sponsor benefits PLUS promotional material in participant information bags. You will also receive 30 event t-shirt.

Diamond Sponsor - \$5,000+: All Platinum Sponsor benefits PLUS logo and link on website and recognition as Heart to Heart sponsor on department webpage. You will also receive 50 event t-shirt.

SUMMER CONCERT SERIES

June 8, July 13 & August 10, 2017: A concert in Creve Coeur parks will delight families and offer an alternative evening out. Sponsorship below is for one (1) concert.

Top-20 Sponsor - \$250+: Company name on signage at event and recognition at event.

Chart-Topper Sponsor - \$500+: All Top-20 Sponsor benefits PLUS company logo on printed promotional material and display of banner (up to 4' x 6') provided by your company at the event.

Gold Sponsor - \$1,000+: All Chart-Topper Sponsor benefits PLUS recognition on website and promotional table staffed by your company at the event.

CREVE COEUR PARKS & RECREATION

SPONSOR PROGRAM GUIDELINES

Double-Gold Sponsor - \$2,000+: All Gold Sponsor benefits PLUS your logo on the City webpage and mentions in social media promotions.

Platinum Sponsor - \$3,000+: All Double-Gold Sponsor benefits for all three (3) concerts.

FARMERS AND ARTISTS MARKET

***Saturdays May 13 – October 14, 2017:** After another successful year, this weekly market will continue to connect residents to with local growers and producers. Sponsors dollars will support both operations of the market and weekly special events.*

Supporting Sponsors - \$250+: Company logo on City webpage.

Corporate Friends - \$500+: Supporting Sponsor benefits PLUS company name on the sponsor board displayed on market days and a market booth to distribute promotional material at a total of two (5) market days.

Advocate Sponsors - \$750+: All Corporate Friends Sponsorship benefits PLUS company logo on sponsor board displayed on market days, opportunity to be named sponsor of one (2) special events, market booth to distribute promotional material at a total of six (10) market days.

Presenting Sponsor - \$1,000+: All Advocate Sponsor benefits PLUS the opportunity to be named sponsor of five (5) special events, market booth to distribute promotional material at a total of fifteen (15) market days, company logo displayed on a 3' x 5' banner at market.

GOLF COURSE

GOLF TOURNAMANT SPONSORSHIP

The Creve Coeur Golf Course hosts several tournaments throughout the year giving you opportunity to get your organization out in front of the golf community. The events this year will include the Master's Mayhem on April 8, Couple's Scramble on July 15, Senior Scramble on August 10, Beer Birdies & BBQ on September 22 and the Chili Bowl on November 4. Sponsorship is good for one (1) tournament.

Hole Sponsor - \$50+: Hole sponsorship sign at designated tee box.

Par Sponsor - \$150+: Includes one (1) player fee, sign at designated hole and give-away items in player packages.

Birdie Sponsor - \$250+: Includes all Par Sponsor benefits PLUS one (1) additional player fee (total of two), recognition at dinner & awards ceremony and display of banner (up to 4' x 6') provided by company.

CREVE COEUR PARKS & RECREATION

SPONSOR PROGRAM GUIDELINES

Eagle Sponsor - \$500+: Includes all Birdie Sponsor benefits PLUS two (2) additional player fees (total of four), logo on in-cart signage and name listed on all printed promotional material.

Ace Sponsor - \$1,000+: Includes all Eagle Sponsor benefits PLUS company logo on all promotional material, beverage cart and logo on Creve Coeur Golf Course website as Ace Sponsor.

ANNUAL HOLE SPONSORSHIP

The Creve Coeur Golf Course offers a great opportunity for your company to sponsor one of the nine holes of the course. The sponsorship is a 12-month commitment from the date the sponsorship is signed. The sign will be placed on the hole yardage post. The sign will be 18 inches wide by 12 inches tall and will be made of high density urethane with your logo or company name printed on it.

Tier One - \$1,500+: Hole Sponsor and 4 rounds of golf with cart.

Tier Two - \$2,000+: Hole sponsor, email blasts and name recognized at tournaments and 12 rounds golf with cart.

Tier Three - \$3,000+: Hole sponsor, website recognition, email blasts, name recognized at tournaments and 25 rounds of golf with cart.

CUSTOM SPONSOR PACKAGES

Is your company or organization looking for a complete array of events to sponsor? Let us provide you with a custom sponsor package that will include discounts for your volume purchase!

CREVE COEUR PARKS & RECREATION

SPONSOR PROGRAM GUIDELINES

Parks Sponsor Program Guidelines

Creve Coeur Parks & Recreation (CCPR) has designed a sponsor program that will enhance our ability to deliver parks and recreation services by seeking partners whose products and businesses are consistent with and appropriate to CCPR mission and lines of business.

These guidelines are designed for businesses entering into sponsor agreements. Sponsorships are not to be confused with corporate donations or gifts for which there is no recognition or compensation. These guidelines are not applicable to gifts, grants or unsolicited donations in which no benefits are granted to the corporation and where no business relationship exists. These guidelines are designed to provide a benefit to everyone in our community without diminishing the public image of CCPR facilities and programs.

In addition to supplementing City Ordinance Section 130.070, the purposes of this guideline is to:

- (1) Clearly state that these partnerships do not constitute a public forum for communication and debate. The rights granted by the partnerships are established and retained at CCPR discretion. CCPR reserves the right to amend these policies and standards at any time. Any revisions or amendments to this policy will be in writing and supplied to all advertising contractors;
- (2) To outline the guidelines and procedures for entering into partnership agreements consistent with CCPR's mission;
- (3) To recognize that partnerships provide an effective means of generating new revenues and alternative resources to support CCPR facilities and programs.

DEFINITIONS

- A. "City" means City of Creve Coeur, a political subdivision of the State of Missouri.
- B. "Director" is the Director of the Creve Coeur Parks and Recreation Department, or his or her designee.
- C. "Partnership Packages" Partnership packages have been created for purposes of providing guidance and direction for potential sponsors and the City. It is understood and expected that minor adjustments may be made as necessary to meet City's and Sponsor's specific needs subject to conformity with restrictions, standards and guidelines set forth in this policy.

CREVE COEUR PARKS & RECREATION

SPONSOR PROGRAM GUIDELINES

POLICY

- A. **Intent.** It is the intent of CCPR to encourage sponsorships that foster a family friendly image/environment. It is the policy of CCPR that sponsorship agreements will exist in accordance with guidelines, criteria and procedures set forth in this policy.
- B. **Sponsorship Restrictions, Standards and Guidelines.** Sponsorships are accepted on a first-come, first-served basis. In addition to the terms and conditions set forth in each Sponsorship Package, the following restrictions, standards and guidelines shall apply:
 - a. **Prohibited Industries and Products.** In general, the following industries and products are not eligible for sponsorships with CCPR: Police-regulated businesses; companies whose business is substantially derived from the sale of alcohol, tobacco, firearms or pornography; adult night club sponsors; political organizations;
 - b. **Message Content.** Sponsorships on City property are maintained as a nonpublic forum. The City intends to preserve its rights and discretion to exercise full editorial control over the placement, content, appearance, and wording of sponsorship affiliations and messages. The City may make distinctions on the appropriateness of sponsors on the basis of subject matter of a potential sponsorship recognition message. The City will not deny sponsorship opportunities on the basis of the potential sponsor's viewpoint. Advertisers and advertising agencies are liable for all contents of advertisements including copy, representation and illustrations.
- C. **Sponsorship Criteria.** At a minimum, City Ordinance Section 130.070, Subsection(C)(3) and the following criteria will be taken into consideration when evaluating compatibility of a sponsorship proposal; in all cases, the Director, City Administrator and/or the City Council as outlined herein will have the prerogative to accept or reject a proposal:
 - a. The compatibility of the corporation's products, customers and promotional goals with CCPR Mission;
 - b. The desirability of association with the image;
 - c. The actual value in cash, or in-kind goods or services, of the proposal in relation to the benefit to the corporation;
 - d. Community support for, or opposition to, the proposal;
 - e. The operating and maintenance costs associated with the proposal.
- D. **Process of Selling Sponsorships.** The following process shall be followed in selling sponsorships:
 - a. All solicitations will occur in accordance with City Ordinance Section 130.070, Subsection (C)(4);

CREVE COEUR PARKS & RECREATION

SPONSOR PROGRAM GUIDELINES

- b. The cost of each Sponsorship Package will be based on the value of the exposure and the amount of benefits that are received by the potential sponsor for each sponsorship (see proposed sponsorship packages);
- c. All details involved with a Sponsorship Package will be approved by the Director and others as outlined herein;
- d. The City reserves the right to revise Sponsorship rates. However, this will not affect existing signed and written Sponsorship agreements. All Sponsorship placed without a signed agreement is subject to rates that apply at the time of publication.
- e. All billing for the sponsorship fees will be processed through CCPR.

E. **Sponsorship Program and Administration.**

- a. **Administration.** CCPR Director shall be responsible for the daily administration of CCPR sponsorship program, in a manner consistent with these guidelines.
- b. **Procedure.** The Director shall review each potential sponsor to determine whether the Sponsor falls within the adopted standards and guidelines. Depending upon the annual value of the sponsorship, the following steps shall then commence:
 - i. Single Sponsor seeking to enter into agreement for sponsorship(s) with an individual or accumulative annual value of not more than \$999 shall commence as follows in accordance with City Ordinance Section 130.070, Subsection (C)(1):
 - 1. The Director shall make recommendation to the City Administrator for approval based on compatibility with the adopted restrictions, standards and guidelines set forth in this policy.
 - 2. The City Administrator will review the sponsorship proposal to confirm/determine whether the Sponsor meets the adopted restrictions, standards and guidelines set forth in this policy.
 - 3. Ultimately, both the Director and the City Administrator shall each render a final decision to deny or approve the sponsor providing a brief statement of finding(s) in support of decision rendered. The Sponsorship shall not commence in the event that either the Director or the City Administrator deny the sponsorship.
 - ii. Single Sponsor seeking to enter into agreement for sponsorship(s) with an individual or accumulative annual value of \$1,000 or greater shall commence as outlined in above Section E (2) and are subject to approval of the City Council as outlined in Section F **Approval, City Council** as follows in accordance with City Ordinance Section 130.070, Subsection (C)(2):

CREVE COEUR PARKS & RECREATION

SPONSOR PROGRAM GUIDELINES

- F. **Approval, City Council.** Upon joint review and compatibility approval of both the Director and the City Administrator, the Director shall prepare and present said findings in the form of a recommendation to the City Council for consideration. Specifically, the Director shall seek authorization/approval by resolution of the City Council to enter into said sponsorship agreement on behalf of the City. Upon the approval of the City Council, the Director shall commence with entering into a formal agreement with the sponsor, consistent with the Sponsorship Program, Creve Coeur City Ordinances as specified, on behalf of City of Creve Coeur.



Creve Coeur Parks & Recreation

SPONSOR AGREEMENT

 Contact Person

 Title

 Sponsor Name (as you would like it displayed)

 Address

 City

 State

 ZIP

 Phone #

 Email

 Website Address

 Facebook Page

Event	Sponsor Level

The advertiser represents that they are fully authorized & licensed to use:

- a. The names, portraits and/or pictures of persons;
- b. Any copyrighted or trademarked materials;
- c. Any testimonials contained in any advertisement submitted by or on behalf of the advertiser and published in any City publications and that such advertisement is neither libelous or defamatory, an invasion of privacy or otherwise unlawful to any third party.

Hold Harmless. The advertiser agrees to indemnify and hold harmless the City, its Parks and Recreation Department, its Council Members & employees from and against all claims, losses,

liability, damage and/or expenses arising from sponsorship agreements and advertising except to the extent arising from the City's break of contract or negligence.

This Agreement is subject to the terms and conditions of the Creve Coeur Parks Sponsor Program, receipt of which is hereby acknowledged. This Agreement is not valid unless signed by both the Sponsor and the City. This Agreement shall be void unless funds are received by the due date indicated below. Sponsor solely responsible for delivery of all materials in a timely manner.

Sponsor NameTitle

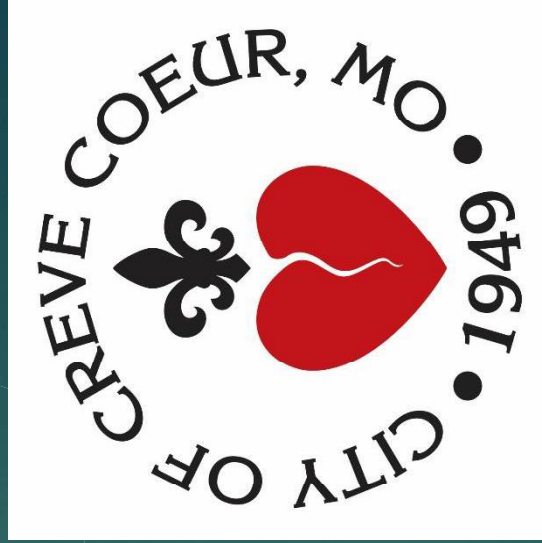
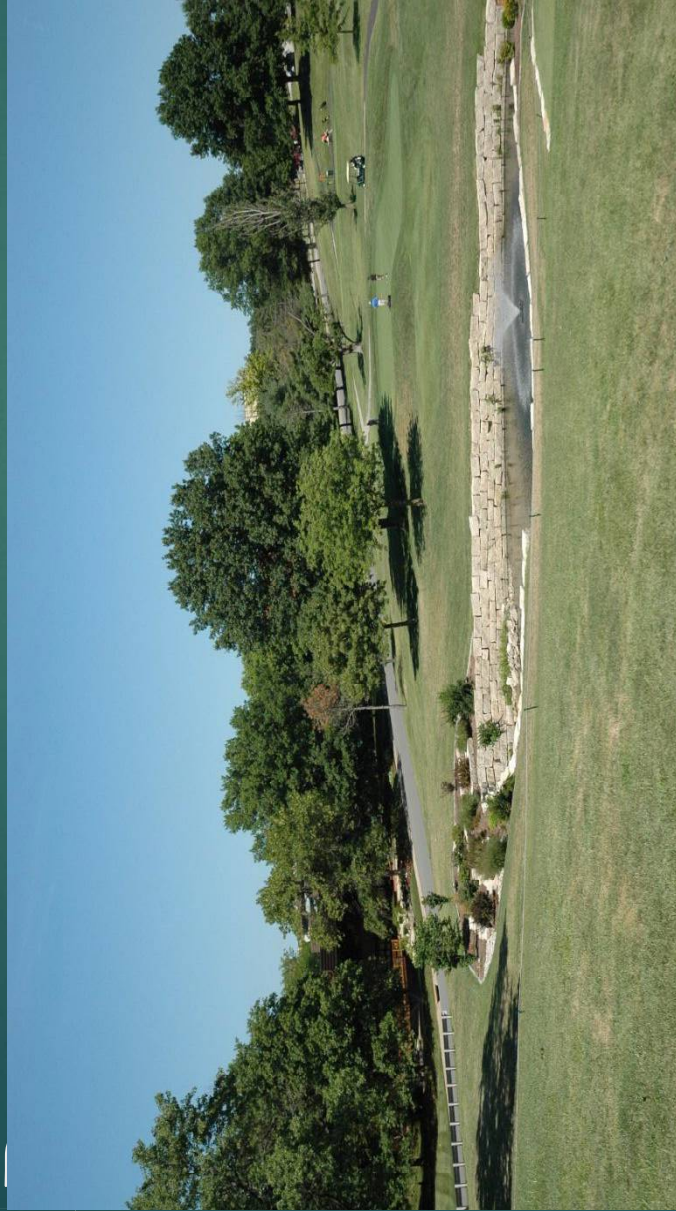
Sponsor SignatureDate

Approved for the City subject to receipt of applicable funds by _____ (due date).

City of Creve CoeurTitle

City of Creve Coeur SignatureDate

Creve Coeur Golf Course 2017 Annual Hole Sponsorship Program



Creve Coeur Golf Course West County's Hidden Gem

9 Hole Public Course - Par 35

- Open year round
- Host to public play, corporate outings, leagues, and tournaments
- Over 22,000 rounds a year played
- 27,000+ people live, work and play in Creve Coeur

Creve Coeur Golf Course Sponsorship Benefits

Commit early
and
pick your location

Recognition inside
the Pro Shop
featuring company
logo

Rounds of golf
depending on level
of sponsorship.

Special Recognition
at Creve Coeur
Tournaments and
Special Events

Listed on website
and included in
email blasts

nering together to strengthen
community where you work,
and play!



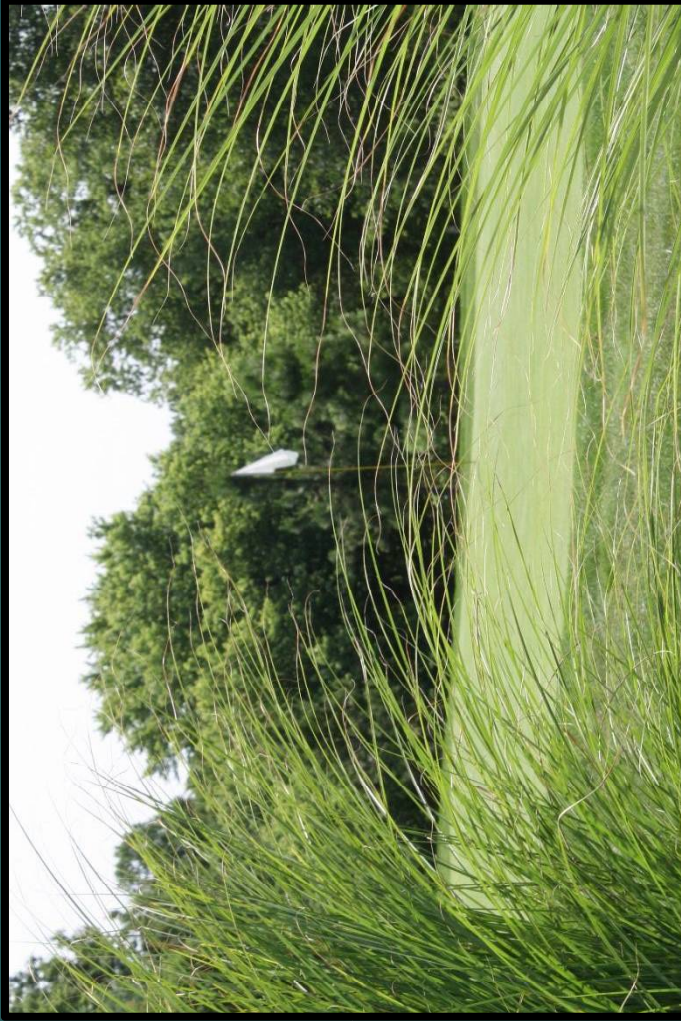
- TIER ONE--\$1,500 - ONE HOLE SPONSOR AND 4 ROUNDS OF GOLF WITH CART
- TIER TWO--\$2,000 - ONE HOLE SPONSOR, EMAIL BLASTS, SPECIAL RECOGNITION AT CREVE COEUR TOURNAMENTS AND 12 ROUNDS OF GOLF WITH GOLF
- TIER THREE--\$3,000 - ONE HOLE SPONSOR, WEBSITE, EMAIL BLASTS, SPECIAL RECOGNITION AT CREVE COEUR TOURNAMENTS, AND 25 ROUNDS OF GOLF WITH CART

Price is for a 12-month commitment.

Hole Sponsorship Sign

- The sign will match the high density urethane material as the existing information sign
- will be 18 inches by 12 inches in size
- Logo will be professional etched into the sign material





To secure your package, contact Tim Brinks,
Assistant Director of Parks & Recreation at 314-432-4263
or tbrinks@crevecoeurmo.gov



ANNUAL HEART TO HEART 5K RUN/WALK & 10K RUN

**SATURDAY, JUNE 3RD 2017
CREVE COEUR, MO**

**SPONSORSHIP
OPPORTUNITIES**





EVENT OVERVIEW

Creve Coeur Parks and Recreation is hosting the 13th annual Heart to Heart Run/Walk - a family friendly recreation event that attracts hundreds of runners, walkers and spectators. In partnership with local areas businesses and medical organizations the run raises money for Creve Coeur Parks and Recreation events and local charities.



LOCATION (Start/Finish)

Government Center
300 North New Ballas Road
Creve Coeur
Mo, 63141

EVENT PROGRAM

7:00a Registration & Packet Pick-Up
8:00a 10K Run, 5K Run and 5K Walk Begin
9:30a Awards
10:00a Close

PAST SPONSORS

Mercy ~ Renewal by Andersen
Committed to Health Chiropractic Center
New Balance ~ Cantor & Burger ~ Pei Wei
Smoothie King ~ Laser Spine Institute
OsteoStrong of St. Louis





About Creve Coeur Parks and Recreation

Better health, community connections and fun are just a few examples of how Creve Coeur residents benefit from Parks & Recreation services. Our mission is to deliver a variety of recreation programs and services that encourage health, fitness, relaxation and citizen involvement while promoting a strong sense of community for residents and guests of Creve Coeur.

Serving 18,000 Creve Coeur Residents Through Quality Programs & Events.

Each year, fees and taxes fund operational expenses required to make programs, parks and facilities succeed. Additional support from our business community will allow our programs to be even better. By partnering with Creve Coeur Parks and Recreation, you will help provide additional events to the community, enhance current programs, fuel an active and healthy community, and enrich the lives of our residents.

Event Details

The course for the event will start and finish at the Creve Coeur Government Center. The course will be laid out as a 5K and the 10K runners will be required to do the 5K twice. Water stops will be provided along the course and drink and fruit will be provided at the finish. The area around the start/finish will host event tents and displays as well as music and other entertainment. In past years over 300 runners and walkers have participated. Teams are encouraged to enter and compete against similar organizations in the community.

Why provide sponsorship?

The event provides a sense of community and promotes health and wellness. Proceeds (after expenses) from this year's race benefit the Creve Coeur community through contributions to charitable causes and Parks and Recreation events. This year's charitable causes are:

1st Charitable Cause?

2nd Charitable Cause?

Parks and Recreation		H2H Race Steering Committee
Director Jason Valvero	Volunteer Committee Dave Hoffman (Chair) Dave McCoy David Russell Kelly Hackmann Nancy Litzinger Phyllis Cantor Robert Horwitz Rupj Pujji Stephen Spurgeon	Kurt Brown - New Balance Tom Eckelman - Big River Running Jeff Hartman - CC Police Dept. Scott Henderson - BJC Dr. Hyland - Chiropractor Stephen Spurgeon M.D. Dawn Van Houten - Gateway to Hope
Council Liaison Dr. Ellen Lawrence		



2017 HEART 2 HEART RUN/WALK SPONSORSHIP LEVELS AND BENEFITS

	Diamond	Platinum	Gold	Silver	Bronze	Friend
Sponsorship level (minimum amount)	\$5000	\$3000	\$1000	\$750	\$500	\$100
Organization name on flyers at event, and recognition during event announcements, one (1) event t-shirt.	✓	✓	✓	✓	✓	✓
Organization name on printed promotional material, five (5) event t-shirts.	✓	✓	✓	✓	✓	
Logo on printed material and t-shirts and display of banner (up to 4'x6'), seven (7) event t-shirts.	✓	✓	✓	✓		
Table at event start/finish area, 10 event t-shirts.	✓	✓	✓			
Promotional material in participant information bags, 30 event t-shirts.	✓	✓				
Logo and link on website and recognition as a sponsor on web page, 50 event t-shirts.	✓					





5K & 10K RACE ROUTE

(10K race will run the 5K twice)



To view this route online:
<http://www.gmap-pedometer.com/?r=6996769>
<http://www.gmap-pedometer.com/gp/bookmark/view/id/6996769>



2017 HEART 2 HEART RUN/WALK SPONSORSHIP RESPONSE FORM

☐ **DIAMOND** - \$5,000 SPONSORSHIP LEVEL

☐ **PLATINUM** - \$3,000 SPONSORSHIP LEVEL

☐ **GOLD** - \$1,000 SPONSORSHIP LEVEL

☐ **SILVER** - \$750 SPONSORSHIP LEVEL

☐ **BRONZE** - \$500 SPONSORSHIP LEVEL

☐ **FRIEND** - \$100 SPONSORSHIP LEVEL

Sorry, we are unable to participate as a sponsor this year, but enclosed is our 100% tax-deductible contribution of:

\$ _____

We would like to be recognized in all materials as:

Logo to be given in a Vector format.

*The advertiser represents that they are fully authorized & licensed to use:

- The names, portraits and pictures of persons;
- Any copyrighted or trademarked materials;
- Any testimonials contained in any advertisement submitted by or on behalf of the advertiser and published in any City publications and that such advertisement is neither libelous or defamatory, an invasion of privacy or otherwise unlawful to any third party.

Name: _____

Title/Position: _____

Company: _____

Address: _____

City: _____

State: _____

ZIP: _____

Phone: _____

Email: _____

Website: _____

Hold Harmless

The advertiser agrees to hold harmless the City, its Parks and Recreation Department, its council members and employees from and against all claims, losses, liability, damage and/or expenses arising from sponsorship agreements and advertising except to the extent arising from the City's break of contract or negligence.

This agreement is subject to terms and conditions of Creve Coeur Parks Sponsor program receipt of which is hereby acknowledged. This Agreement is not valid unless signed by both the sponsor and the City. This agreement shall be void unless funds are received. Sponsor solely responsible for delivery of all materials in a timely manner.

Name _____ Title _____

Signature _____ Date _____

Approved for the City of Creve Coeur subject to applicable funds received:

Name _____ Title _____

Signature _____ Date _____



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

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

Meeting: 02/13/17 07:00 PM

DOC ID: 2294

COUNCIL MINUTES (ID # 2294)

Council Minutes Dated January 23, 2017



**MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
JANUARY 23, 2017
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, January 23, 2017.

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. Travers	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
Mr. Saunders	Council Member Ward IV

COMMENTS FROM THE GENERAL PUBLIC

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

No one requested to speak.

ACCEPTANCE OF THE AGENDA

Council Member Saunders moved, seconded by Council Member D'Alfonso 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 Travis – Aye
Council Member Faron – Aye
Council Member Ruzicka – Aye
Council Member D'Alfonso – Aye
Council Member Saunders – Aye

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



**MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
JANUARY 23, 2017
7:00 PM**

ANNOUNCEMENTS

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

PUBLIC HEARING - Possible Use of Eminent Domain for Easements for the Warson Improvement Project

A presentation was made by Matt Wohlberg, City Engineer regarding the possible use of Eminent Domain for easements necessary for the Warson Improvement project.

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

1. CONSENT AGENDA

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

a. Council Minutes Dated January 9, 2017

Council Member D'Alfonso requested a change to the January 9, 2017 Council minutes. On Item 10A, it states, "Council Member D'Alfonso is asking for review and that some amendments be made to allow for some commercial vehicles that have advertisement for those residents that are business owners." The addition of "of various weight and size" as opposed to those that have advertisement.

Council Member D'Alfonso moved, seconded by Council Member Lawrence to approve the consent agenda as amended, with the vote upon such motion as follows, to-wit:

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

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

BILLS PAYABLE REPORT

For Information Only

Summary: Attached for your information is a listing of bills payable dated January 18, 2017 in the amount of \$442,230.13. No vote is required.



**MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
JANUARY 23, 2017
7:00 PM**

UNFINISHED BUSINESS

- 2. Revised Bill No. 5634 - an Ordinance Amending the Adopted 2017 General Fund, Enterprise Fund and Capital Fund Budgets of the City of Creve Coeur by Authorizing Additional Appropriations and Unappropriations from Operating Departments and Establishing a Separate Fund Regarding Construction of the New Police Building Including Appropriations for FY 2017 for Such Fund. Final Reading and Passage**

City Clerk read Revised Bill No. 5634 for the final time.

Council Member Baseley moved, seconded by Council Member Saunders to approve Revised Bill No. 5634, 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 Saunders – Aye
Council Member Lawrence – Aye
Council Member Hoffman – Aye
Council Member Baseley – Aye
Council Member Travers – Aye

The vote on the motion being 8 ayes and 0 nays, motion carried. Revised Bill No. 5634 becomes Ordinance No. 5513.

- 3. Bill No. 5635 - an Ordinance Authorizing a Master Sign Plan Pursuant to Section 405.950.J of the City of Creve Coeur’s Code of Ordinances for the West Oak Shopping Center Located Within the “CB” Core Business District. Final Reading and Passage**

City Clerk read Bill No. 5635 for the final time.

Council Member Hoffman moved, seconded by Council Member Faron to approve Bill No. 5635, with the vote upon such motion as follows, to-wit:

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

The vote on the motion being 8 ayes and 0 nays, motion carried. Bill No. 5635 becomes Ordinance No. 5514.



**MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
JANUARY 23, 2017
7:00 PM**

4. Amended Bill No. 5636 - an Ordinance Amending Ordinance No. 5294 to Allow for a 2.5 Foot by Eight Foot Cantilever Living Area to Protrude into the Rear Yard Setback on Lot 5 and to Eliminate the Requirement for a Sight-Proof Fence on the South and East Portion of the Subdivision. Final Reading and Passage

City Clerk read Amended Bill No. 5636 for the final time.

Council Member Saunders moved, seconded by Council Member Lawrence to approve Amended Bill No. 5636, with the vote upon such motion as follows, to-wit:

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

The vote on the motion being 8 ayes and 0 nays, motion carried. Amended Bill No. 5636 becomes Ordinance No. 5515.

5. Bill No. 5637 - an Ordinance of the City Council of the City of Creve Coeur, Missouri Authorizing the Extension of License for Use of Right-Of-Way by Edward D. Jones & Co., L.P. Final Reading and Passage

City Clerk read Bill No. 5637 for the final time.

Council Member Hoffman moved, seconded by Council Member Baseley to approve Bill No. 5637, 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 Saunders – Aye
Council Member Lawrence – Aye
Council Member Hoffman – Aye
Council Member Baseley – Aye
Council Member Travers – Aye

The vote on the motion being 8 ayes and 0 nays, motion carried. Bill No. 5637 becomes Ordinance No. 5516.

6. Bill No. 5638 - an Ordinance Revising Section 135.120 of the Code of Ordinances of the City of Creve Coeur, Missouri, Regarding Release and Bail. Final Reading and Passage

City Clerk read Bill No. 5638 for the final time.

Council Member Faron moved, seconded by Council Member Saunders to approve Bill No. 5638, with the vote upon such motion as follows, to-wit:



**MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
JANUARY 23, 2017
7:00 PM**

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

The vote on the motion being 8 ayes and 0 nays, motion carried. Bill No. 5638 becomes Ordinance No. 5517.

NEW BUSINESS

7. Bill No. 5639 - an Ordinance Authorizing the Exercise of the Power of Eminent Domain to Obtain Permanent Sidewalk Easements and Temporary Construction Easements Necessary for the Warson Road Improvement Project. First Reading

City Clerk read Bill No. 5639 for the first time.

8. Resolution No. 1261 - a Resolution of the City Council of the City of Creve Coeur, Missouri Authorizing the Execution of a Contract with Intuition & Logic, for Engineering Services Related to Improvements to Bridges at Malcolm Terrace Park and the Creve Coeur Golf Course for the Not-To-Exceed Amount of \$75,007.50.

City Clerk read Resolution No. 1261.

Matt Wohlberg presented the staff recommendation to hire Intuition & Logic to provide the engineering services necessary to design and permit improvements to the creek and bridge abutments for a deteriorating bridge at Malcolm Terrace Park. The recommended design services include a task for the layout of a new maintenance bridge at the Creve Coeur Golf Course. Mr. Wohlberg stated that the cost of the design services is relatively high due to the location of the bridge and channel work in the regulatory floodway, which carries heavy permitting requirements.

Councilwoman Lawrence asked for clarification of what would be done in the channel.

Mr. Wohlberg stated the intent of the channel work would be to dissipate the energy of the creek as it turns at that location, and that the remaining work would be to fortify the bridge abutments.

Mr. Wohlberg mentioned that the City was able to use a Bridge Engineering Assistance Program grant from the State of Missouri to have the firm Burns & McDonnell provide initial review of the situation and advice for how to proceed. The study was free to the City. Staff used this study as an independent review of the direction that was recommended by Intuition & Logic last spring and to verify that the existing bridge was recommended to remain in place.

Council Member Faron asked whether Burns & McDonnell and Intuition & Logic were working together or independently.

Mr. Wohlberg responded that they are working independently.



**MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
JANUARY 23, 2017
7:00 PM**

Council Member D'Alfonso asked when the work would begin and whether the bridge would remain closed until that time.

Mr. Wohlberg responded that construction would likely begin in the spring of 2018 and that the bridge would remain closed to traffic until then.

Mark Perkins asked for a breakdown of the costs related to the Malcolm Terrace Park Bridge and to the golf course maintenance bridge.

Mr. Wohlberg responded that the not-to-exceed fee includes \$72,486.25 for the Malcolm Terrace Park Bridge and \$2,521.25 for the golf course maintenance bridge.

Mayor Glantz called the question to approve Resolution No. 1261, with the vote upon such motion being as follows, to-wit:

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

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

APPOINTMENTS

9. Recommendation of Special Judge and Prosecutor

Mark Perkins stated the Nominating Committee met at 5:00 p.m. this evening to discuss Special Judge and Prosecutor needed for a case due to all staff knowing a party in the case personally. Ed Page is currently an Attorney and the Judge for the City of Crystal City and Linda Freeman is currently an attorney and the Prosecuting Attorney at the City of Crystal City. Neither Page nor Freeman know either party in the case.

Council Member Hoffman moved, seconded by Council Member Saunders to approve the recommendations for Special Judge and Prosecutor, with the vote upon such motion as follows, to-wit:

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

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



**MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
JANUARY 23, 2017
7:00 PM**

BUSINESS FROM MAYOR AND CITY COUNCIL

10 Council Liaison Reports

Council Member Hoffman stated HEB met last week and discussed Arbor Day events scheduled for April 29. Also recertified the committee as the Tree Board for the city of Creve Coeur and noted that there was another Park Committee member that attended that presented a report and the two committees continue to work well together.

Council Member Travers stated the Energy and Environmental met two weeks ago and looking for way to get business owners in Creve Coeur more engaged as to how they could potentially encourage them to be more sustainable in their efforts. Looking for ways that E & E could work together with the Economic Development Committee in getting this information out.

Council Member Faron stated he was able to meet with a resident on Alden Lane regarding concerns they have on tree conservation with tear downs/rebuilds. Council Member Travers and Faron have been in contact with the resident and will take the information to the Storm Water Committee.

Council Member D'Alfonso stated the EDC had a meeting last Thursday and liked the ideas of sustainable business and will be moving forward on that idea. They are also working on solidifying what their goals are going to be related to their mission statement at their next meeting in March and working on a joint meeting with E & E.

Council Member Saunders stated the Arts Committee met last week and discussed the popularity of the Arbor Day event and the synergy they can reach in working with other committees.

Council Member Lawrence stated the Pension Board met and reviewed the quarterly numbers and things are stable. Began discussion the possibility of LAGERS from the stand point of LAGERS investment policy and in the process of scheduling a separate meeting just for this topic.

Council Member Lawrence stated Parks and Historic Preservation met and are excited of the prospect of working with the HEB on projects. The details of the Parks Master Sign Plan are coming along well in working with Public Works in trying to figure out how this will be funded over the next couple of years so there will be uniform signage across all city parks.

Council Member Lawrence stated there was a Golf Course Task meeting and discussed renewing the Walters contract and ultimately decided that funds could be used elsewhere.

Council Member Lawrence stated she attended the Heart to Heart Run Committee meeting and they are doing great things and this is going to be a great event which is scheduled for June 4th.

Council Member Ruzicka stated there is a Finance Committee meeting scheduled for tomorrow evening.

Council Member Baseley stated for a citizen to join a board or committee they need to go to the city's website and complete the application and indicated which board/committee they are interested in.



**MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
JANUARY 23, 2017
7:00 PM**

11. Review of Citizen of the Year Guidelines

Council Member D'Alfonso stated she believe it is a good idea to review what the Citizen of the Year award is for. Council Member D'Alfonso stated she has some issues with the award and process overall and also concerned about the number of applicants that are submitted and who the applications are coming from. Over the last six years, the experience is that they are coming from the same people. When most of the nominations come from members of the Nominating Committee and through the years the award winners are ones that come from the Nominating Committee members arguing for their nomination that feels like a conflict of interest. On the other hand, if you are on the Nominating Committee and you are trying to get a nominee's name out there, that is a positive thing. Council Member D'Alfonso stated the guidelines for the Citizen of the Year can be vague and personally feels that the award should never be given to a Council Member or be nominated because of the things that a person did while as a Council Member. Council Members already get a lot of recognition and it should be given to a resident in the community instead. The guideline, "Nominees should be a resident, owner or employee of a business located in Creve Coeur, or other outstanding individual who has made a considerable contribution to the City and its residents", gives way too much leeway for the Council and Nominating Committee. Council Member D'Alfonso stated she feels the Council also needs to consider if the Citizen of the Year recipient should be someone that did something that year or someone that has done something over ten years. In the grand scheme of things, many of the nominees each year are committee members. Some are nominated over others that have been on for longer. This shouldn't be an award for someone with longevity but rather something that has made an impact.

Council Member Ruzicka stated this is exactly what a committee is all about and many good questions have been raised. If the concern is the limited amount of people that are nominated then the committee needs to be bigger. This is not the place to discuss this and that is what a committee is for. Council Member Ruzicka stated his recommendation for the future is that this is something that the committee should set up.

Mayor Glantz stated the committee consists of the Mayor, Council President and immediate past President.

Council Member Ruzicka stated his concern is that there are bigger things that the Council needs to worry about. Council Member Ruzicka stated this is something that the committee needs to discuss and not the Council as a whole.

Council Member Hoffman stated the present Resolution does not prohibit former Council Members nor does it prohibit employees. If it is going to be changed, then it needs to be changed. The Nominating Committee met and it nominated two applicants and the nomination wasn't even aired at the Council meeting and that was wrong. The Nominating Committee recommendation needs to be put in the public record and in this case it was not.

Council Member D'Alfonso stated part of this award, over the years, is try to keep it secret/surprise for the recipient. The Nominating Committee gives recommendations and then the Council votes. If the Council has to choose what the Nominating Committee suggests then why is the Council voting at all.



**MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
JANUARY 23, 2017
7:00 PM**

Mayor Glantz asked how the Council would like to move forward with the guidelines as they stand now.

Council Member Saunders stated the interesting thing with this issue is that the nine people that were sitting on the dais in 2008 when the guidelines were originally put in place do not overlap in any way with the nine people that are seated here today. Somehow it brought itself to be a controversy at that point, a change was proposed and it was denied. And issues are raised again with nine entirely different people and would say that the people that were involved with this controversy with the nominating are people that all of us hold in high regard. It isn't about the nominations, it is about the fundamental/philosophical issue about who we should reward as Citizen of the Year.

Council Member Hoffman stated we talk about committees and we have a chair of the Planning and Zoning Commission that is a former Council Member who has put forth a great deal of effort for the Comp Plan and she will be excluded as a possible choice forever is the guidelines are changed and exclude former Council Members.

Council Member D'Alfonso stated she would like to exclude Council Member for a least a year after they leave the dais and would like the reasons a person is being nominated to be something other than what they achieved as a Council Member. It is the principle of the matter.

Council Member Baseley stated what she is hearing is that there are two issues: 1. the ability for a Council Member to be nominated within a year and 2. a person that is on the Nominating Committee to have more sway of an award winner.

Council Member D'Alfonso stated correct.

Council Member Baseley stated then what needs to be included on the guidelines is that members of the Nominating Committee are not allowed to make a nomination.

Mayor Glantz stated there are three people sitting at the table for discussion during the review process for that very reason, so that one person doesn't make the decision.

Council Member D'Alfonso stated this is a matter of perception and she would like to fix the way that this is handled.

Council Member Lawrence stated she felt it was her responsibility to nag a bit more than normal to get nominations.

Council Member Ruzicka stated the solution is to make the Committee bigger, because if you have a real committee versus just the Council President, Mayor and Past President and open it up to a larger group then you will receive more applicants. It's just common sense. That's how you solve the problem to get more applicants.

Council Member Faron stated he doesn't agree and maybe there is a way to require each Ward or Council Member to nominate a certain amount of people.

Council Member Lawrence stated it isn't about the applicants.

Mayor Glantz stated the nominations shouldn't be coming from Council Members.



**MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
JANUARY 23, 2017
7:00 PM**

Council Member Lawrence stated they should be coming from people in the city.

Council Member Faron stated we should be reaching out to trustees for nominations.

Council Member Ruzicka stated again the way to increase applicants is to increase the size of the committee.

Council Member Baseley stated as liaisons to the committees that all Council Members participate with, it is our responsibility to let those committees know when the time is to nominate a worthy resident or committee member. This will help alleviate the perception of the Nominating Committee choosing the award winner. Council Member Baseley stated she doesn't feel that the Nominating Committee needs to change. Council Member Baseley stated the reason that most of the Council is where they are today is because they have worked so hard for a long time in the city on other committees.

Council Member Faron stated he would hope that the focus would be on what the applicant has achieved in that calendar year as opposed to longevity.

Mayor Glantz stated what he is hearing is that a majority of Council would like to guidelines in place prohibiting a Council Member to be nominated until they have been away from the dais for a year or more. It is also apparent that as Council liaisons it is your responsibility to communicate with your committees to nominate.

Council Member Hoffman requested that staff draft a proposed resolution incorporating the ideas that have been discussed and Council can review and discuss at a later meeting.

12. County 1/2 Cent Sales Tax

Mayor Glantz stated April 4, 2017, St. Louis County will be putting on the ballot Proposition P, "shall St. Louis County impose a ½ of one percent sales tax for the purpose of providing funds to improve police and public safety in St. Louis County and each of the municipalities within St. Louis County." Mayor Glantz stated that has been presented to the County Council and passed and will be on the ballot for April 4, 2017. Mayor Glantz asked the question to the Council is does Creve Coeur want to take a position on this sales tax.

Council Member Hoffman asked how much Creve Coeur is going to get.

Mayor Glantz stated approximately \$850,000.

Chief Eidman stated \$892,583.64.

Mayor Glantz stated those funds are only to be used for police and public safety.

Chief Eidman stated the approximate total to be collected is \$80 million annually and the break down would be, \$46 million to St. Louis County, \$34 million divided up between the municipalities. This is based on the formula by population. Funds are only to be used for public safety, hiring more police officers, increase current salaries, expanding training, body cameras, dash cams in every patrol car, develop a crime reporting system and other safety programs.

Mark Perkins stated the language comes straight from Statute for the ballot issue. The uses mentioned are the used St. Louis County plans to use the funding for. Creve Coeur is not



**MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
JANUARY 23, 2017
7:00 PM**

bound by what St. Louis County plans to use the funding for. Creve Coeur will be bound by State Statute and the ballot language, public safety.

Council Member D'Alfonso asked could it be used for bike lanes.

Mark Perkins stated staff has not researched to that extent.

Mayor Glantz stated the Statute binds St. Louis County and the municipalities are entitled to use it for police and public safety projects.

Council Member Hoffman stated it could be education, police K9, etc.

Mayor Glantz stated the question is, would the city like to take a position on this sale tax, yes or no or not take a position at all.

Council Member D'Alfonso asked if there is a sunset clause.

Mayor Glantz stated this would be a permanent sales tax. The St. Louis Municipal League has voted to take no position on this and the tax is viewed as a regressive tax.

Chief Eidman stated there are pros and cons but he has some concerns regarding the tax.

Mayor Glantz stated he is under the impression the formula is taken from State Statute so the structure of this is rigorous.

Council Member D'Alfonso stated if it passes and Creve Coeur doesn't support it, we would still receive the funding.

Mayor Glantz stated correct, if it passes.

Council Member Hoffman stated because we just went to Creve Coeur voters for the new building, he feels that we should stay neutral.

Unanimously agreed.

BUSINESS FROM CITY ADMINISTRATOR

Council Member Hoffman moved, seconded by Council Member Faron to adjourn at 8:17 p.m., with the vote upon such motion as follows:

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

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

Submitted by:



**MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
JANUARY 23, 2017
7:00 PM**

Deborah Ryan
City Clerk

Barry Glantz
Mayor



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

Meeting: 02/13/17 07:00 PM
Department: Finance Department
Category: Report
Prepared By: Sherry Hall
Initiator: Dan Smith
Sponsors:
DOC ID: 2292

SCHEDULED

BILLS LISTING (ID # 2292)

Bills Payable Report

Attached for your information is a list of bills payable dated February 8, 2017 in the amount of \$507,287.24. 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: February 8, 2017

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 February 8, 2017 in the amount of \$507,287.24.



**CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING**

a

2/8/2017

NO DEPT - NO DIV

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00188		122916 248	29-Dec-16	BHHS SELECT PROPERTIES	SEWER LATERAL REPAIR REIMB	02-00-00-1901	4,389.60
01257	P002569	0808236	09-Jan-17	KIESLER'S POLICE SUPPLY	PART OF BALLISTIC PACKAGE	01-00-00-2712	2,250.00
01257	P002569	0808236	09-Jan-17	KIESLER'S POLICE SUPPLY	S&H	01-00-00-2712	35.00
Sum of Invoices							6,674.60



**CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING**

a

2/8/2017

LEGISLATIVE

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
02689		012117	21-Jan-17	RICHARD C. BRESNAHAN, ATTY	SVCS AS PROS. ATTY JAN 2017	01-11-12-6201	3,409.00
02679		012617	26-Jan-17	SMITH, MELISSA	ASST PROSCUTOR FEES JAN 2017	01-11-12-6201	480.00
01048		9778697581	13-Jan-17	VERIZON WIRELESS	AIR CARD 12/14/16-1/13/17	01-11-13-9504	40.01
Sum of Invoices							3,929.01



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

a

2/8/2017

Administration

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01120		A00017867101GNS	31-Jan-17	ASI	ADMIN FEES HSA JAN 2017	01-12-11-6203	112.50
01120		020117	01-Feb-17	ASI	HRA FEES-JAN 2017	01-12-11-6203	200.00
00136		3840	02-Feb-17	CHAMBER OF COMMERCE CREVE COEUR/OLIVETTE	BRD OF DIR MTG & LUNCH 2/2/17	01-12-11-6264	20.00
01997		4115822	31-Jan-17	EQUIFAX	INFORMATION SERVICE	01-12-11-6202	21.72
01139		M2016-6021	01-Feb-17	ICLEI - LOCAL GOVTS FOR SUSTAINABILITY	MEMBERSHIP RENEWAL 2017	01-12-11-6262	600.00
02518		4559	23-Jan-17	PREFERRED RESOURCE NETWORK, INC.	EMPLOYEE CLASS	01-12-11-6203	250.00
01262	P002603	38775	16-Jan-17	SPECIALTY MAILING	HANDLING OF JAN 2017 NEWSLETTE	01-12-11-6203	222.75
02520	P002610	73312	30-Dec-16	SWIFT PRINT COMMUNICATIONS	PRINTING OF JANUARY NWSLTR	01-12-11-6203	1,995.00
02520	P002610	73490	25-Jan-17	SWIFT PRINT COMMUNICATIONS	NEWSLETTER PRINTING-FEB 2017	01-12-11-6203	1,677.00
Sum of Invoices							5,098.97



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

a

2/8/2017

IT

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00073		GQS8287	25-Jan-17	CDW-G	SMALL BACK UP UPS	01-12-51-6213	44.97
00073		GRG8823	27-Jan-17	CDW-G	2 EA 24" MONITORS	01-12-51-7331	237.98
02554		44105	23-Jan-17	COMMUNICATIONS TECHNOLOGIES, INC.	VM HOLIDAY MODE ISSUE FIX	01-12-51-6213	125.00
02409		64388	19-Jan-17	RAIN NETWORKS	SECUREMAIL RENEWAL	01-12-51-7332	585.00
02716	P002654	B06077679	03-Feb-17	SHI INTERNATIONAL CORP.	APC SMART-UPS X 2000VA RACK/TO	01-12-51-6213	1,073.38
02654	P002626	0114723	01-Feb-17	UMZUZU LLC	GOOGLE APPS FEE-FEB 2017	01-12-51-6213	1,280.00
01891	P002645	15974	15-Jan-17	WINNING TECHNOLOGIES, INC.	IT SERVICES-JAN 2017	01-12-51-6202	4,620.00
Sum of Invoices							7,966.33



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

a

2/8/2017

FINANCE

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00045		891213164001	04-Jan-17	OFFICE DEPOT	CLOCK FOR FINANCE OFFICE	01-13-11-7304	13.56
01169		3327298406	14-Jan-17	STAPLES ADVANTAGE	CORK BARS FOR FIN MGR OFFICE	01-13-11-7304	21.00
Sum of Invoices							34.56



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

a

2/8/2017

MUNICIPAL COURT

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00005		1692686	12-Jan-17	AMERICAN STAMP	DATE STAMPS	01-13-14-7304	77.25
00050		INV0052134	15-Jan-17	REJIS	SUBSCRIPTION FEES-JAN 2017	01-13-14-6202	1,391.90
						Sum of Invoices	1,469.15



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

a

2/8/2017

INTERDEPARTMENTAL

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
02762		2312621	25-Jan-17	CONDUENT INC.	ACTUARIAL SERVICES-DEC 2016	01-13-15-6203	638.00
00045		893837447001	11-Jan-17	OFFICE DEPOT	RECEIPT BOOKS FOR COURT	01-13-15-7312	22.38
00045		893837605001	11-Jan-17	OFFICE DEPOT	PLANNER FOR GOLF COURSE	01-13-15-7312	21.19
00076		21839360	24-Jan-17	PEPSI-COLA	SODA-EMPL. VENDING/MTGS	01-13-15-7304	456.62
02135	P002512	2016-88	11-Jan-17	RETIREMENT PLAN ADVISORS	INVESTMENT ADV SVCS OCT-DEC 20	01-13-15-6203	3,661.59
01169		3327298406	14-Jan-17	STAPLES ADVANTAGE	BATTERIES	01-13-15-7312	55.28
01169		3327298405	14-Jan-17	STAPLES ADVANTAGE	TONER, INDEX CARDS	01-13-15-7312	101.40
01169		3327298404	14-Jan-17	STAPLES ADVANTAGE	ENVELOPES	01-13-15-7312	52.96
Sum of Invoices							5,009.42



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

2/8/2017

COMMUNITY SERVICES

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00249		181535A	26-Jan-17	AMERICAN CARNIVAL MART	SUPPLIES FOR DADDY/DAUGH. DNCE	01-14-11-7304	235.12
00156		0074215	23-Dec-16	L & C TRUCK REPAIR, INC.	TOWING CHARGE	01-14-11-6203	200.00
Sum of Invoices							435.12



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

a

2/8/2017

ICE ARENA

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00195		P5584	29-Dec-16	ALARM 24, INC.	ALARM PANEL REPAIR	06-14-31-6202	53.00
00249		181535	26-Jan-17	AMERICAN CARNIVAL MART	SUPPLIES FOR BIRTHDAY PARTYS	06-14-31-7304	96.95
01550		312004359	24-Jan-17	ARAMARK UNIFORM SERVICES	MOP RENTAL (1/24/17)	06-14-31-7301	7.91
01550		311979635	17-Jan-17	ARAMARK UNIFORM SERVICES	MOP RENTAL (1/17/17)	06-14-31-7301	7.91
01550		311928902	03-Jan-17	ARAMARK UNIFORM SERVICES	MOP RENTAL (1/3/17)	06-14-31-7301	7.91
01550		311954071	10-Jan-17	ARAMARK UNIFORM SERVICES	MOP RENTAL (1/10/17)	06-14-31-7301	7.91
01550		312004359	24-Jan-17	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (1/24/17)	06-14-31-7308	5.89
01550		311979635	17-Jan-17	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (1/17/17)	06-14-31-7308	5.04
01550		311928902	03-Jan-17	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (1/3/17)	06-14-31-7308	5.04
01550		311954071	10-Jan-17	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (1/10/17)	06-14-31-7308	5.04
00014		0136635 2/17	23-Dec-16	CHARTER COMMUNICATIONS	VOICE/INTERNET/TV JAN 2017	06-14-31-6255	172.28
00912		2572513	01-Jan-17	CHEM-AQUA INC.	ICE PLANT TOWER WATER TRTMENT	06-14-31-6211	600.00
00080		4093-104-5	27-Jan-17	DIERBERGS	BIRTHDAY CAKE	06-14-31-7304	21.99
00080		2623-116-5	20-Jan-17	DIERBERGS	BIRTHDAY CAKE	06-14-31-7304	21.99
00080		1208-147-5	13-Jan-17	DIERBERGS	BIRTHDAY CAKE	06-14-31-7304	21.99
00081		9336553293	20-Jan-17	GRAINGER	GLOVES, SQUEEGEES	06-14-31-6212	79.28
00081		9314603524	22-Dec-16	GRAINGER	FILTERS	06-14-31-6212	138.00
01069		22950	28-Dec-16	HANENKAMP ELECTRIC COMPANY	ELECTRICAL WORK	06-14-31-6212	196.00
01069		22950	28-Dec-16	HANENKAMP ELECTRIC COMPANY	ELECTRICAL WORK	06-14-31-6268	525.39
00082		0966734	25-Jan-17	METROLIFT PROPANE	PROPANE FOR OLYMPIA (1/25/17)	06-14-31-7307	187.00
00082		0951251	10-Jan-17	METROLIFT PROPANE	PROPANE FOR OLYMPIA (1/10/17)	06-14-31-7307	460.00
00082		0959632	19-Jan-17	METROLIFT PROPANE	PROPANE FOR OLYMPIA (1/19/17)	06-14-31-7307	368.96
00082		0941807	05-Jan-17	METROLIFT PROPANE	PROPANE FOR OLYMPIA (1/5/17)	06-14-31-7307	368.96
00867		91405	24-Jan-17	MURPHY	INSPECT COMPRESSOR #3	06-14-31-6268	396.00
00867		91402	24-Jan-17	MURPHY	INSPECT LEAK DETECTION SYSTEM	06-14-31-6268	528.00
00867		89084	23-Nov-16	MURPHY	COMPRESSOR #1 REPAIR	06-14-31-6268	2,383.00
00164		062548	17-Jan-17	NEW SYSTEM CARPET & BUILDING CARE LTD.	CUSTODIAL SUPPLIES	06-14-31-7301	176.43
00409		1027	15-Jan-17	STRONG REFRIGERATION CONSULTANTS	PM CONSULTING SERVICES	06-14-31-6268	1,200.00
00711		361218135	12-Dec-16	TERMINIX	PEST CONTROL SERVICE	06-14-31-6212	36.50
Sum of Invoices							8,084.37



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

a

2/8/2017

PRO SHOP

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01159		PS189580	06-Jan-17	1ST AYD CORPORATION	TOWELS FOR PRO SHOP	06-14-33-7301	88.06
00195		P5584	29-Dec-16	ALARM 24, INC.	ALARM PANEL REPAIR	06-14-33-6202	53.00
01098		257200	17-Jan-17	ALL STAR PRO GOLF	ERASER PENCILS	06-14-33-7304	309.76
00014		0136635 2/17	23-Dec-16	CHARTER COMMUNICATIONS	VOICE/INTERNET/TV JAN 2017	06-14-33-6255	73.84
02691		400522	01-Feb-17	LEGENDARY MARKETING	WEB SITE SOLUTIONS FEB 2017	06-14-33-6260	297.00
02272	P002632	11100	15-Jun-16	MIDWEST SOLAR MASTER LANDLORD,LLC	SOLAR PANEL LEASE 7/16 - 7/17	06-14-33-6250	2,000.00
00711		361218135	12-Dec-16	TERMINIX	PEST CONTROL SERVICE	06-14-33-6212	36.50
Sum of Invoices							2,858.16



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

a

2/8/2017

SNACK BAR

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01159		PS189580	06-Jan-17	1ST AYD CORPORATION	TOWELS FOR SNACK BAR	06-14-34-7301	36.96
01550		312004359	24-Jan-17	ARAMARK UNIFORM SERVICES	WIPING TOWELS (1/24/17)	06-14-34-7301	5.04
01550		311979635	17-Jan-17	ARAMARK UNIFORM SERVICES	WIPING TOWELS (1/17/17)	06-14-34-7301	4.82
01550		311928902	03-Jan-17	ARAMARK UNIFORM SERVICES	WIPING TOWELS (1/3/17)	06-14-34-7301	4.82
01550		311954071	10-Jan-17	ARAMARK UNIFORM SERVICES	WIPING TOWELS (1/10/17)	06-14-34-7301	4.82
01001		72274	16-Jan-17	BI-STATE REFRIGERATION	ICE MACHINE MAINTENANCE	06-14-34-6211	200.64
00080		4093-104-5	27-Jan-17	DIERBERGS	FOOD FOR RESALE	06-14-34-8315	1.81
00080		2623-116-5	20-Jan-17	DIERBERGS	BEER FOR RESALE	06-14-34-8316	39.98
01491		64623507	24-Jan-17	FARMER BROS. COFFEE	HOT COCOA FOR RESALE	06-14-34-8317	52.40
01471		02497	10-Jan-17	RL MUELLER NATIONAL DIST., INC.	FOOD FOR RESALE	06-14-34-8315	5.95
01471		02632	31-Jan-17	RL MUELLER NATIONAL DIST., INC.	SNACKS FOR RESALE	06-14-34-8319	181.88
01471		02492	09-Jan-17	RL MUELLER NATIONAL DIST., INC.	SNACKS FOR RESALE	06-14-34-8319	354.85
01471		02632	31-Jan-17	RL MUELLER NATIONAL DIST., INC.	PAPER PRODUCTS	06-14-34-8321	33.95
01471		02645	02-Feb-17	RL MUELLER NATIONAL DIST., INC.	STRAWS	06-14-34-8321	25.45
01471		02492	09-Jan-17	RL MUELLER NATIONAL DIST., INC.	PAPER PRODUCTS	06-14-34-8321	64.43
01121		103927	23-Jan-17	TJ'S PIZZA	FOOD FOR RESALE	06-14-34-8315	56.40
02684		1020758009	27-Jan-17	TROVERCO, INC.	FOOD FOR RESALE	06-14-34-8315	26.70
02684		1020758009	27-Jan-17	TROVERCO, INC.	SNACKS FOR RESALE	06-14-34-8319	63.36
Sum of Invoices							1,164.26



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

a

2/8/2017

BUILDING MAINTENANCE

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00195		P5670	26-Jan-17	ALARM 24, INC.	RPR ACCESS AFTER POWER SURGE	01-16-11-6212	130.00
01550		312004358	24-Jan-17	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (1/24/17)	01-16-11-7308	4.60
01550		311979634	17-Jan-17	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (1/17/17)	01-16-11-7308	4.60
01550		312038769	31-Jan-17	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (1/31/17)	01-16-11-7308	4.60
00117		2023881	31-Jan-17	HOME DEPOT	MAINTENANCE ITEMS	01-16-11-6212	154.78
02724	P002594	1139031	31-Jan-17	ISS FACILITY SERVICES	CLEANING SERVICE-JANUARY 2017	01-16-11-6212	2,387.80
00164		062546	18-Jan-17	NEW SYSTEM CARPET & BUILDING CARE LTD.	PAPER PRODUCTS	01-16-11-6212	474.83
00116		4171 00182 038	23-Jan-17	SAM'S CLUB	COFFEE & LOUNGE SUPPLIES	01-16-11-7304	449.06
01777		344806	27-Jan-17	STARBEAM SUPPLY CO.	LIGHT BULBS	01-16-11-6212	240.00
00087		60907	13-Jan-17	SYSTEMAIRE	EMERGENCY RPR-GLYCOL LOOP	01-16-11-6212	7,202.50
00087		61030	23-Jan-17	SYSTEMAIRE	EMERGENCY RPR-GLYCOL LOOP LEAK	01-16-11-6212	2,502.55
00711		361899056	24-Jan-17	TERMINIX	PEST CONTROL SERVICE	01-16-11-7301	74.00
Sum of Invoices							13,629.32



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

a

2/8/2017

POLICE-ADMIN

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
02641		29274	12-Jan-17	BAR CODE INTEGRATORS, INC.	ANNUAL REDBEAM SOFTWARE SUPPT	01-21-11-6211	297.97
02760		2645	17-Jan-17	CREATIVE COLORS INTERNATIONAL	REPAIR TEAR CONSOLE CAR 2414	01-21-11-6210	65.00
00080		6923-103-5	26-Jan-17	DIERBERGS	PRISONER MEALS	01-21-11-7309	50.02
00148		C38641A	20-Jan-17	I/O SOLUTIONS	(7)LE NAT BASIC ABIL TEST	01-21-11-6203	105.00
00125		400931	20-Jan-17	LEON UNIFORM	COURT SERVICES UNIFORM	01-21-11-7308	160.40
00125		400934	20-Jan-17	LEON UNIFORM	COURT SERVICES UNIFORM	01-21-11-7308	160.40
02705		INV3942736	06-Jan-17	MARCO TECHNOLOGIES LLC	CHIEF'S OFFICE COPIER FEES	01-21-11-6213	23.36
02705		3957330	11-Jan-17	MARCO TECHNOLOGIES LLC	QUARTERLY RECORDS COPIER MAINT	01-21-11-6213	145.28
00053		379447	04-Jan-17	MERCY CORPORATE HEALTH	PRE EMPLOY PHYS NEW OFFICERS	01-21-11-6271	480.00
00053		379188	04-Jan-17	MERCY CORPORATE HEALTH	PRE EMPLOY PHYS NEW OFFICER	01-21-11-6271	480.00
02414		14057	09-Jan-17	POWERDMS	ANNUAL SUBSCRIP & SVC FEES	01-21-11-6202	386.25
00050	P002467	INV0052135	15-Jan-17	REJIS	SUBSCRIPTION FEES-JAN 2017	01-21-11-6202	4,030.39
00050		INV0052135-2	15-Jan-17	REJIS	WIRELESS SVC FEE-JAN 2017	01-21-11-6202	8.00
00050		INV0052135-2	15-Jan-17	REJIS	ASA 5505 MAINT-JAN 2017	01-21-11-6202	20.77
00050		INV0052135-2	15-Jan-17	REJIS	10% REBATE ON SUBS FEE-JAN 17	01-21-11-6202	-604.56
00050		INV0052135-2	15-Jan-17	REJIS	IMDS ORACLE DB MAINT-JAN 2017	01-21-11-6202	21.00
00050		INV0052135-2	15-Jan-17	REJIS	LIVESCAN CONNECTION-JAN 17	01-21-11-6202	50.00
00050	P002469	INV0052135-1	15-Jan-17	REJIS	GLOBAL SOFTWARE SVCS-JAN 2017	01-21-11-6213	1,155.00
00050		INV0052135-2	15-Jan-17	REJIS	12 EA DATA LINES-JAN 2017	01-21-11-6253	588.00
00116		8973433995	06-Jan-17	SAM'S CLUB	GERM-X, TISSUES	01-21-11-6271	37.53
01048		9778859324	30-Jan-17	VERIZON WIRELESS	MONTHLY EMERGENCY AIR CARD	01-21-11-6253	40.01
01048		9778167080	04-Jan-17	VERIZON WIRELESS	BROADBAND 12/5/16-1/4/17	01-21-11-6253	136.66
Sum of Invoices							7,836.48



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

a

2/8/2017

POLICE-INVESTIGATIONS

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00234		459778	18-Jan-17	ED. ROEHR SAFETY PRODUCTS	VEST COVER FOR DET PARKER	01-21-21-9503	150.00
01257	P002570	0808236-1	09-Jan-17	KIESLER'S POLICE SUPPLY	PART OF BALLISTIC PACKAGE	01-21-21-9503	2,000.00
00388		0353036-1848	04-Jan-17	MID-STATES ORGANIZED CRIME INFORMATION CENTER	2017 ANNUAL MEMBERSHIP FEES	01-21-21-6262	200.00
00050		INV0052135-2	15-Jan-17	REJIS	IMDS ORACLE DB MAINT-JAN 2017	01-21-21-6202	10.50
Sum of Invoices							2,360.50



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

a

2/8/2017

POLICE-PATROL

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00295		7277190	11-Jan-17	CARDIAC SCIENCE	(12) ELECTRODES FOR AEDS	01-21-22-6271	645.24
02119		239036	17-Jan-17	DAVE SINCLAIR LINCOLN-MERCURY, INC.	3000 MILE SERVICE CAR 2403	01-21-22-6210	42.95
02119		239043	31-Jan-17	DAVE SINCLAIR LINCOLN-MERCURY, INC.	3000 MILE SERVICE CAR 2407	01-21-22-6210	42.95
00451		46993	01-Oct-16	INTERNATIONAL CONFERENCE OF POLICE CHAPLAINS	ANNUAL CHAPLAIN MEMBERSHIP	01-21-22-6262	125.00
01257	P002571	0808236-2	09-Jan-17	KIESLER'S POLICE SUPPLY	PART OF BALLISTIC PACKAGE	01-21-22-9503	3,000.00
00125		399369-01	18-Jan-17	LEON UNIFORM	ACADEMY UNIFORMS FOR CALLAHAN	01-21-22-5107	104.98
00125		399375-01	18-Jan-17	LEON UNIFORM	ACADEMY UNIFORM FOR MCKEON	01-21-22-5107	104.98
00125		396905	08-Dec-16	LEON UNIFORM	EQUIPMENT FOR RECRUIT	01-21-22-6210	168.25
01035	P002563	F17699,697,657	07-Sep-16	LOU FUSZ	3 2017 FORD INTERCEPTOR UTILIT	01-21-22-9502	87,871.00
01035		F17700	07-Sep-16	LOU FUSZ	2017 FORD INTERCEPTOR UTILITY	01-21-22-9502	29,441.00
02418		0189573	20-Jan-17	POSITIVE CONCEPTS	2 CASES MOBILE TICKET PAPER	01-21-22-7304	168.08
00309		14474	17-Jan-17	ST LOUIS AREA MAPS, INC.	2017 STREET GUIDES	01-21-22-7304	250.00
Sum of Invoices							121,964.43



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

a

2/8/2017

PUBLIC WORKS

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
02169		446396	26-Jan-17	DREXEL TECHNOLOGIES, INC.	ENGINEER COPIER MONTHLY MAINT	01-31-11-6213	54.32
Sum of Invoices							54.32



**CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING**

a

2/8/2017

STREETS

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550		311979632	17-Jan-17	ARAMARK UNIFORM SERVICES	MOP RENTAL (1/17/17)	01-31-41-6212	4.40
01550		311928899	03-Jan-17	ARAMARK UNIFORM SERVICES	MOP RENTAL (1/3/17)	01-31-41-6212	4.40
01550		311954068	10-Jan-17	ARAMARK UNIFORM SERVICES	MOP RENTAL (1/10/17)	01-31-41-6212	4.40
01550		311979632	17-Jan-17	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (1/17/17)	01-31-41-7308	77.14
01550		311928899	03-Jan-17	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (1/3/17)	01-31-41-7308	68.36
01550		311954068	10-Jan-17	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (1/10/17)	01-31-41-7308	83.80
01980		9199714	10-Jan-17	BLUE CHIP EXTERMINATING	PEST CONTROL SERVICE	01-31-41-7301	26.00
00010		0994991	19-Jan-17	BRANNEKY HARDWARE	CLAMPS,BRACKETS FOR TRUCKS	01-31-41-6210	21.40
00099		1439310	31-Dec-16	CEEKAY SUPPLY	WELDING GAS/TANKS	01-31-41-7307	71.56
00729		15448939	17-Jan-17	CERTIFIED POWER, INC.	INLINE CHECK, HOSE BARB FOR 21	01-31-41-6210	28.42
00729		15448762	10-Jan-17	CERTIFIED POWER, INC.	PLOW & SPREADER PARTS	01-31-41-6211	335.54
00394		17-1083	29-Jan-17	CHUCK'S BOOTS	WORKBOOTS-STREET CREW	01-31-41-7308	479.99
01427		84281	18-Jan-17	CONTRACTORS WELDING INC.	PLOW REPAIR TRK 318	01-31-41-6211	236.25
00826		2354250	10-Jan-17	CREST INDUSTRIES, INC.	HYDRAULIC PARTS FOR STOCK	01-31-41-6211	323.68
00826		2354484	11-Jan-17	CREST INDUSTRIES, INC.	THREADED RODS	01-31-41-7302	10.50
00826		2352956	03-Jan-17	CREST INDUSTRIES, INC.	REPAIR ITEMS FOR STOCK	01-31-41-7302	202.69
01466		1240000008	05-Dec-16	CROSS MIDWEST TIRE	4EA TRUCK TIRES	01-31-41-6210	561.03
01466		1240000001	01-Dec-16	CROSS MIDWEST TIRE	TIRES FOR LEAF VAC 509	01-31-41-6211	409.50
01979		D-52469	10-Jan-17	FASTSIGNS OF BRIDGETON	LAMINATE MAPS FOR SHOP	01-31-41-7311	40.00
00439		153071	03-Jan-17	HEAVY DUTY EQUIPMENT	RADIATOR FOR KUBOTA TRACTOR	01-31-41-6211	507.22
00117		3011568	10-Jan-17	HOME DEPOT	WET/DRY VAC, FILTER, HOSE	01-31-41-6212	212.94
00117		4011548	09-Jan-17	HOME DEPOT	TOOLS FOR SHOP	01-31-41-7302	29.97
02581	P002294	FINAL PAY	03-Feb-17	IMS INFRASTRUCTURE MANAGEMENT SERVICES LLC	PAVEMENT CONDITION UPDATE	01-31-41-6202	1,826.30
00156		0075934	03-Jan-17	L & C TRUCK REPAIR, INC.	CHECK ENGINE ON TRK 105	01-31-41-6210	354.50
00156		0074798	12-Jan-17	L & C TRUCK REPAIR, INC.	RADIATOR FOR STOCK	01-31-41-6210	400.00
02680		10-739876	12-Jan-17	LOWE AUTOMOTIVE WAREHOUSE	O-RING KIT	01-31-41-6210	146.91
02680		10-742217	18-Jan-17	LOWE AUTOMOTIVE WAREHOUSE	CREDIT FOR RETURNED MDSE	01-31-41-6210	-15.00
02680		10-746326	25-Jan-17	LOWE AUTOMOTIVE WAREHOUSE	BATTERIES/CORE CHARGE	01-31-41-6210	212.83
02680		10-737900	10-Jan-17	LOWE AUTOMOTIVE WAREHOUSE	LAMPS FOR EQUIPMENT	01-31-41-6211	36.09
00411		107548	11-Jan-17	N.B. WEST CONTRACTING CO.	COLD PATCH FOR POT HOLES	01-31-41-7304	154.00
00165		TI-0305861	10-Jan-17	NEWMAN TRAFFIC SIGNS	STREET SIGNS	01-31-41-7311	71.50
00970		1388-217102	06-Jan-17	O'REILLY AUTO PARTS	CREDIT FOR RETURNED MDSE	01-31-41-6210	-32.98
00970		1388-217787	12-Jan-17	O'REILLY AUTO PARTS	SILICONE FOR STOCK	01-31-41-6211	4.72
00970		1388-217779	12-Jan-17	O'REILLY AUTO PARTS	STOCK ITEMS FOR SHOP	01-31-41-6211	63.10
02718		3005143514	17-Jan-17	RUSH TRUCK CENTER	BHAMBER BRAKE SVC TRK 319	01-31-41-6210	33.78



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

a

STREETS

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
02718		3005209256	23-Jan-17	RUSH TRUCK CENTER	QUICK RELEASE VALVE TRK 319	01-31-41-6210	31.54
02718		3005143504	23-Jan-17	RUSH TRUCK CENTER	CHAMBER BRAKE SVC TRK 320	01-31-41-6210	67.56
02718		3005171601	19-Jan-17	RUSH TRUCK CENTER	BRAKE SERVICE TRK 320	01-31-41-6210	110.05
02718		3005209213	23-Jan-17	RUSH TRUCK CENTER	FUEL FILTERS FOR EQUIPT.	01-31-41-6211	88.50
00851		0416126-IN	13-Jan-17	SCOTWOOD INDUSTRIES INC	CALCIUM CHLORIDE LIQUID	01-31-41-7310	2,064.77
00692		560437	10-Jan-17	ST LOUIS SAFETY, INC.	VINYL LABLES FOR TANKS	01-31-41-6212	9.00
00692		560355	06-Jan-17	ST LOUIS SAFETY, INC.	SAFETY GLOVES	01-31-41-7308	47.59
02441		1428	22-Dec-16	SUNNYSIDE NURSERY	2016 TREE PLANTING PROGRAM	01-31-41-6212	5,620.75
01878		I551749	12-Jan-17	TAPCO	SIGN MATERIALS	01-31-41-7311	356.80
01878		I551689	11-Jan-17	TAPCO	SIGN MATERIALS	01-31-41-7311	146.71
01878		I552152	17-Jan-17	TAPCO	SIGN PARTS	01-31-41-7311	407.30
01878		I552304	18-Jan-17	TAPCO	VARIOUS PARTS FOR STREET SIGNS	01-31-41-7311	724.55
00270		77930-00	10-Jan-17	TERMINAL SUPPLY CO.	PIGTAIL FOR FORD TRK #207	01-31-41-6210	14.86
00270		76598-00	04-Jan-17	TERMINAL SUPPLY CO.	LED FLOOD WORK LAMPS	01-31-41-6212	209.28
01512		260339	10-Jan-17	TIRE SHREDDERS UNLIMITED	TIRE DISPOSAL	01-31-41-6210	30.37
02678		1270190077	19-Jan-17	TRACTOR TRAILER SUPPLY CO INC.	CLEVIS PIN FOR TRK 319	01-31-41-6210	12.00
Sum of Invoices							16,936.57



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

a

2/8/2017

HEALTH & WELFARE

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00105	P002505	346018743799	31-Jan-17	REPUBLIC SERVICES	CONDO SERVICE-JAN 2017	01-31-42-6214	1,842.50
00105	P002505	0346-018727710	15-Jan-17	REPUBLIC SERVICES	RESIDENTIAL SVC-JAN 2017	01-31-42-6214	47,092.78
						Sum of Invoices	48,935.28



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

a

2/8/2017

PARKS

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00275		21550-24002 2/17	06-Feb-17	AMERENUE	ANNUAL FEE FOR SAND VOLLEYBALL	01-31-43-6212	10.00
01550		311979632	17-Jan-17	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (1/17/17)	01-31-43-7308	25.71
01550		311928899	03-Jan-17	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (1/3/17)	01-31-43-7308	22.79
01550		311954068	10-Jan-17	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (1/10/17)	01-31-43-7308	27.93
02673		48556	09-Jan-17	BERGFELD RECREATION, INC.	CHAIN FOR LAKE SCHOOL PLAYGRND	01-31-43-6212	700.00
01980		9199714	10-Jan-17	BLUE CHIP EXTERMINATING	PEST CONTROL SERVICE	01-31-43-7301	26.00
00010		0994991	19-Jan-17	BRANNEKY HARDWARE	CLAMPS,BRACKETS FOR TRUCKS	01-31-43-6210	7.13
00010		0994667	11-Jan-17	BRANNEKY HARDWARE	TACKS FOR MAP BOARD	01-31-43-6212	1.59
00010		0994954	18-Jan-17	BRANNEKY HARDWARE	HITCHPINS	01-31-43-7302	6.58
00729		15448939	17-Jan-17	CERTIFIED POWER, INC.	INLINE CHECK, HOSE BARB FOR 21	01-31-43-6210	9.47
00729		15448762	10-Jan-17	CERTIFIED POWER, INC.	PLOW & SPREADER PARTS	01-31-43-6211	111.85
01427		84281	18-Jan-17	CONTRACTORS WELDING INC.	PLOW REPAIR TRK 318	01-31-43-6211	78.75
00826		2354250	10-Jan-17	CREST INDUSTRIES, INC.	HYDRAULIC PARTS FOR STOCK	01-31-43-6211	107.89
01466		1240000008	05-Dec-16	CROSS MIDWEST TIRE	4EA TRUCK TIRES	01-31-43-6210	187.01
01466		1240000001	01-Dec-16	CROSS MIDWEST TIRE	TIRES FOR LEAF VAC 509	01-31-43-6211	136.50
00128		S3726221.001	13-Jan-17	FROST ELECTRIC	BULBS FOR CONWAY PARK & STOCK	01-31-43-6212	80.38
00755	P002613	29255	23-Jan-17	FRY & ASSOCIATES	DROP TESTING PLAYGROUND SURFAC	01-31-43-6212	1,800.00
00439		153071	03-Jan-17	HEAVY DUTY EQUIPMENT	RADIATOR FOR KUBOTA TRACTOR	01-31-43-6211	169.07
00439	P002621	152839	21-Dec-16	HEAVY DUTY EQUIPMENT	GRASSHOPPER 725 DT ZERO TURN M	01-31-43-9503	13,699.20
00156		0075934	03-Jan-17	L & C TRUCK REPAIR, INC.	CHECK ENGINE ON TRK 105	01-31-43-6210	118.17
00156		0074798	12-Jan-17	L & C TRUCK REPAIR, INC.	RADIATOR FOR STOCK	01-31-43-6210	400.00
02680		10-739876	12-Jan-17	LOWE AUTOMOTIVE WAREHOUSE	O-RING KIT	01-31-43-6210	48.97
02680		10-742217	18-Jan-17	LOWE AUTOMOTIVE WAREHOUSE	CREDIT FOR RETURNED MDSE	01-31-43-6210	-5.00
02680		10-746326	25-Jan-17	LOWE AUTOMOTIVE WAREHOUSE	BATTERIES/CORE CHARGE	01-31-43-6210	70.94
02680		10-737900	10-Jan-17	LOWE AUTOMOTIVE WAREHOUSE	LAMPS FOR EQUIPMENT	01-31-43-6211	12.03
00970		1388-217102	06-Jan-17	O'REILLY AUTO PARTS	CREDIT FOR RETURNED MDSE	01-31-43-6210	-11.00
00970		1388-217787	12-Jan-17	O'REILLY AUTO PARTS	SILICONE FOR STOCK	01-31-43-6211	1.57
00970		1388-217779	12-Jan-17	O'REILLY AUTO PARTS	STOCK ITEMS FOR SHOP	01-31-43-6211	21.04
02718		3005143514	17-Jan-17	RUSH TRUCK CENTER	BHAMBER BRAKE SVC TRK 319	01-31-43-6210	11.26
02718		3005209256	23-Jan-17	RUSH TRUCK CENTER	QUICK RELEASE VALVE TRK 319	01-31-43-6210	10.51
02718		3005143504	23-Jan-17	RUSH TRUCK CENTER	CHAMBER BRAKE SVC TRK 320	01-31-43-6210	22.52
02718		3005171601	19-Jan-17	RUSH TRUCK CENTER	BRAKE SERVICE TRK 320	01-31-43-6210	36.68
02718		3005209213	23-Jan-17	RUSH TRUCK CENTER	FUEL FILTERS FOR EQUIPT.	01-31-43-6211	29.50
00692		560355	06-Jan-17	ST LOUIS SAFETY, INC.	SAFETY GLOVES	01-31-43-7308	15.86
00270		77930-00	10-Jan-17	TERMINAL SUPPLY CO.	PIGTAIL FOR FORD TRK #207	01-31-43-6210	4.96



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

a

2/8/2017

PARKS

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01512		260339	10-Jan-17	TIRE SHREDDERS UNLIMITED	TIRE DISPOSAL	01-31-43-6210	10.13
						Sum of Invoices	18,005.99



**CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING**

a

2/8/2017

COMMUNITY DEVELOPMENT - PLANNING

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00394		17-1083	29-Jan-17	CHUCK'S BOOTS	WORKBOOTS-KELLY, STUTTE	01-32-11-7304	289.99
00213		012317-1	23-Jan-17	MCLAUGHLIN COURT REPORTING SERVICES, INC	COURT RPTR P&Z MTG 1-17-17	01-32-11-6202	171.00
00303		743106995	20-Jan-17	MISSOURI LAWYERS MEDIA	PUB HRG NOTICE FOR P&Z	01-32-11-6260	40.60
00303		743106994	20-Jan-17	MISSOURI LAWYERS MEDIA	PUB HRG NOTICE-P&Z	01-32-11-6260	41.76
Sum of Invoices							543.35



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

a

2/8/2017

COMMUNITY DEVELOPMENT - BUILDING

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01048		9778167080	04-Jan-17	VERIZON WIRELESS	INSPECTOR TABLETS 12/5/16-1/4/	01-32-61-6253	249.93
Sum of Invoices							249.93



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

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2/8/2017

CAPITAL IMPROVEMENTS

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
02700	P002533	PAY #4 MASON	03-Feb-17	AMEC FOSTER WHEELER	MASON RD PEDESTRIAN CORRID STU	02-61-71-9510-17603	1,500.00
00010		0995351	26-Jan-17	BRANNEKY HARDWARE	PIPE FOR MUDJACKING	02-61-71-9509-15525	213.16
00010		0995602	30-Jan-17	BRANNEKY HARDWARE	PIPE FOR DAM PROJECT	02-61-71-9509-15525	17.87
02028	P002545	3931	11-Jan-17	COCHRAN ENGINEERING	ASPHALT PAVEMENT TSTING SERVIC	02-61-71-9510-17709	1,488.75
02553	P002318	PAY #9 WARSON	03-Feb-17	COLE & aSSOCIATES, INC.	DESIGN SERVICES-WARSON RD	02-61-71-9510-16708	4,345.10
02119	P002565	27640	25-Jan-17	DAVE SINCLAIR LINCOLN-MERCURY, INC.	2016 F-150, FORD CREW CAB 4WD	02-61-71-9516	28,235.00
02410	P002334	FINAL PAY	03-Feb-17	GEORGE BLAND HOKE III	CONVEX CNTRY BUS SHELTER	02-61-71-9501-16109	5,230.00
01417	P002624	110066	21-Jan-17	GEOTECHNOLOGY, INC.	SOIL BORINGS-GOLF CRSE BRIDGES	02-61-71-9506-17319	4,400.00
02649	P002648	020217	02-Feb-17	HOTTLE APPRAISAL COMPANY	EASEMENT APPRAISAL- 425 N WARS	02-61-71-9510-16708	1,000.00
02649	P002648	020217	02-Feb-17	HOTTLE APPRAISAL COMPANY	EASEMENT APPRAISAL- 9801	02-61-71-9510-16708	1,000.00
02649	P002648	020217	02-Feb-17	HOTTLE APPRAISAL COMPANY	EASEMENT APPRAISAL- 800 LINDBE	02-61-71-9510-16708	2,500.00
02729	P002597	PAY #1 DAM	30-Jan-17	KUESEL EXCAVATING CO., INC.	DAM STABILIZATION W/CLAY LINER	02-61-71-9509-15525	56,454.79
01333	P002529	PAY #5 CONC	19-Jan-17	M & H CONCRETE	2016 CONCRETE REPLAC. PROJ.	02-61-71-9510-17602	63,542.65
00303		743114979	26-Jan-17	MISSOURI LAWYERS MEDIA	REQUEST FOR BIDS	02-61-71-9509-16525	520.80
00104	P002619	00627CHJB-R3	17-Jan-17	VERMEER	2016 VERMEER BC1800XL LIMB CHI	02-61-71-9516	63,599.00
Sum of Invoices							234,047.12
Grand Total of all Invoices							507,287.24



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

Meeting: 02/13/17 07:00 PM
Department: Public Works Department
Category: Ordinance
Prepared By: Matt Wohlberg
Department Head: Jim Heines

SCHEDULED

ORDINANCE

**Bill No. 5639 - an Ordinance Authorizing the Exercise of the
Power of Eminent Domain to Obtain Permanent Sidewalk
Easements and Temporary Construction Easements
Necessary for the Warson Road Improvement Project. Final
Reading and Passage**

The proposed ordinance authorizes the use of eminent domain in the event such is needed to complete the Warson Road Improvement Project.

AN ORDINANCE AUTHORIZING THE EXERCISE OF THE POWER OF EMINENT DOMAIN TO OBTAIN PERMANENT SIDEWALK EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENTS NECESSARY FOR THE WARSON ROAD IMPROVEMENT PROJECT.

WHEREAS, the City has determined that it is necessary and beneficial to improve the roadway and sidewalk of Warson Road from the south City limit to Olive Boulevard; and

WHEREAS, the City has obtained a federal Surface Transportation Program (STP) grant to assist with the funding of the project; and

WHEREAS, the City has the necessary right of way for the roadway improvements, but requires certain permanent sidewalk easements from the properties located at 800 Lindbergh Boulevard and 425 North Warson Road and temporary construction easements from the properties located at 800 Lindbergh Boulevard and 9801 Countryside Place in order to proceed with the work; and

WHEREAS, the grant program includes a strict timeline for project completion which precludes unduly lengthy negotiations regarding such easements; and

WHEREAS, pursuant to Code Section 150.020.A.5 the City Council has conducted a public hearing regarding the potential use of eminent domain to acquire such easements; and

WHEREAS, the City Council held that public hearing at the Creve Coeur Government Center on January 23, 2017, beginning at 7:00 p.m., or immediately following the close of the previous public hearing; and

WHEREAS, pursuant to Code Section 150.020.A.5 notice of said public hearing had previously been published at least 15 days prior to the hearing in the St. Louis Countian, a newspaper of general circulation in the City of Creve Coeur and otherwise posted and published in accordance with applicable law; and

WHEREAS, pursuant to Code Section 150.020.A.5 written notice of the public hearing was also sent in advance by certified mail to the owners of the involved properties, with disclosure of rights under the laws regarding eminent domain; and

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

WHEREAS, pursuant to Code Section 150.020.A.2 the City Council hereby finds and

determines that there has been adequate public disclosure to interested parties of their rights under the laws regarding eminent domain and that there will be further such disclosures as required by law; and

WHEREAS, pursuant to Code Sections 150.010 et seq the City Council finds and determines that proceeding with the project 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, even if the necessary easements must be obtained by use of the power of eminent domain; and

WHEREAS, pursuant to Code Section 150.010 the City Council hereby determines that this roadway and sidewalk project and the related acquisition of permanent sidewalk easements and temporary construction easements is not primarily for economic development purposes, but rather is primarily for public safety and welfare; and

WHEREAS, pursuant to Code Section 150.020.A.1 the City Council hereby finds and determines that the authorization provided herein will expire if not acted upon by the filing of a condemnation petition with the appropriate court by December 31, 2017, and

WHEREAS, pursuant to Code Section 150.020.A.3 the City Council hereby finds and determines that no relocation benefits should be offered in connection with this particular project and the acquisition of the necessary permanent sidewalk easements and temporary construction easements, and

WHEREAS, pursuant to Code Section 150.020.A.4 the City Council hereby finds and determines that no special measures are necessary to protect the interested parties should the eminent domain process not be completed in good faith, and

WHEREAS, pursuant to Code Section 150.030, the City Council hereby finds and determines that no additional opportunity to mediate the issues regarding the acquisition of the necessary permanent sidewalk easements or temporary construction easements is required beyond the normal opportunities afforded during court proceedings, and further that the grant timeline effectively precludes any such additional opportunity, and accordingly notice regarding such mediation opportunity need not be included in the otherwise required notice under Section 523.250 RSMo

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

Section 1: The City shall exercise the power of eminent domain regarding the properties located at 800 Lindbergh Boulevard, 9801 Countryside Place, and 425 Warson Road as may be needed in the discretion of the City Administrator to acquire the necessary permanent sidewalk easements and temporary construction easements in accordance with the applicable grant program schedule, to accomplish and complete the Warson Road Improvement Project as described in Federal Project No. STP-5526(640).

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

ADOPTED THIS ____ DAY OF _____, 2017.

ELLEN LAWRENCE
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2017.

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK

TEMPORARY CONSTRUCTION EASEMENTS AND PERMANENT SIDEWALK EASEMENTS

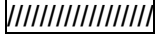
THIS INDENTURE made and entered into this ____ day of _____, 2017, between MONSANTO COMPANY, 800 North Lindbergh Boulevard, Creve Coeur, Missouri 63141, of the County of Saint Louis, State of Missouri (party of the first part), and the CITY OF CREVE COEUR, MISSOURI, 300 North New Ballas Road, Creve Coeur, Missouri 63141 (party of the second part).

WITNESSETH, that the said party of the first part, for and in consideration of the sum of one dollar and zero cents (\$1.00), paid by the said party of the second part, the receipt of which is hereby acknowledged, and for and in consideration of the sidewalk reconstruction, partial driveway entrance replacement, and site restoration involved with the Warson Road Improvement Project, does by these presents, grant unto the party of the second part temporary construction easements for the purposes herein stated in and upon the premises situated in the County of Saint Louis and State of Missouri, and more specifically described on the attached Exhibit "A," hereby made a part of this indenture, as follows:

- "Temporary Construction Easement Area 1," as described by "Temporary Construction Easement Area 1 Description" on page 2 of Exhibit "A," and as indicated by  on page 8 of Exhibit "A."
- "Temporary Construction Easement Area 2," as described by "Temporary Construction Easement Area 2 Description" on page 4 of Exhibit "A," and as indicated by  on pages 11 and 12 of Exhibit "A."
- "Temporary Construction Easement Area 3," as described by "Temporary Construction Easement Area 3 Description" on page 6 of Exhibit "A," and as indicated by  on pages 13 and 14 of Exhibit "A."

SAID Temporary Construction Easements are granted for the purpose of making cuts, fills, and sloping embankment, reconstructing driveways, restoring turf, providing working room, and implementing any necessary construction methods until such time as the Warson Road Improvement Project may be completed and accepted by the City of Creve Coeur. Upon the granting of such acceptance by the City of Creve Coeur or its assigns, or December 31, 2018, whichever is earlier, these temporary construction easements shall terminate.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of one dollar and zero cents (\$1.00), paid by the said party of the second part, the receipt of which is hereby acknowledged, and for and in consideration of the benefits to be derived from the construction and maintenance of a sidewalk facility in the following described premises, does by these presents, grant unto the party of the second part perpetual easements to use, repair, maintain, and reconstruct a sidewalk and associated appurtenances as stated herein in, under, and upon the premises situated in the County of Saint Louis and State of Missouri, and more specifically described on the attached Exhibit "A," as follows:

- "Permanent Sidewalk Easement Area 1," as described by "Permanent Sidewalk Easement Area 1 Description" on page 1 of Exhibit "A," and as indicated by  on pages 7, 8, 9, and 10 of Exhibit "A."
- "Permanent Sidewalk Easement Area 2," as described by "Permanent Sidewalk Easement Area 2 Description" on page 3 of Exhibit "A," and as indicated by  on pages 11 and 12 of Exhibit "A."

- “Permanent Sidewalk Easement Area 3,” as described by “Permanent Sidewalk Easement Area 3 Description” on page 5 of Exhibit “A,” and as indicated by  on pages 13 and 14 of Exhibit “A.”

SAID Permanent Sidewalk Easements are granted for the purpose of: making cuts, fills, and sloping embankment; using, maintaining, repairing, and reconstructing sidewalk, accessible ramps, and other associated facilities; and future expansion or replacement of these facilities within the area of each easement, and providing working room and implementing any necessary construction methods.

TO HAVE AND TO HOLD said easements unto the City of Creve Coeur, Missouri, and to its assigns and successors.

The party of the first part does hereby covenant to the City of Creve Coeur, Missouri, that it is lawfully seized and possessed of the real estate above described and that it has a good and lawful right to convey it, or any part thereof, that it is free from all encumbrances, and that it shall forever warrant and defend these easements against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said parties have executed these presents the day and year first above written.

MONSANTO COMPANY

Name:

Title:

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

On this _____ day of _____, 2017, before me, a Notary Public, personally appeared _____, and being duly sworn upon oath that said person is the _____ of MONSANTO COMPANY, and that said person signed the foregoing document as _____ of MONSANTO COMPANY, and MONSANTO COMPANY has entered into this Agreement as its free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year above-written.

 Notary Public

My commission expires:

CITY OF CREVE COEUR, MISSOURI

By: _____
 Print Name: Mark Perkins
 Title: City Administrator

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

On this _____ day of _____, 2017, before me, a Notary Public, personally appeared Mark Perkins, and being first duly sworn upon oath stated that said person is the City Administrator of the City of Creve Coeur, Missouri, and that said person signed the foregoing document as City Administrator of the City of Creve Coeur, Missouri, and the City of Creve Coeur has entered into this Agreement as its free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year above-written.

 Notary Public

My commission expires:

PERMANENT SIDEWALK EASEMENT AREA 1 DESCRIPTION:

WARSON ROAD IMPROVEMENT PROJECT STP-5526 (640)

PARCEL NO. 1

ADDRESS: 800 LINDBERGH BLVD

A TRACT OF LAND BEING PART OF SECTION 1, TOWNSHIP 45 NORTH, RANGE 5 EAST, CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI; SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF OLIVE BOULEVARD, ALSO KNOWN AS MISSOURI STATE ROUTE E (340), VARIABLE WIDTH, AS ESTABLISHED BY MISSOURI STATE HIGHWAY COMMISSION PROJECT NO. US 844(4), WITH THE WEST RIGHT OF WAY LINE OF WARSON ROAD AS WIDENED BY ST. LOUIS COUNTY 1965 BOND ISSUE PROPOSITION NO. 1 - PROJECT NO. 19;

THENCE ALONG SAID WEST RIGHT OF WAY LINE, SOUTH 47 DEGREES 16 MINUTES 26 SECONDS EAST, 15.00 FEET TO THE NORTH LINE OF THE HEREINAFTER DESCRIBED PERMANENT SIDEWALK EASEMENT AREA 1 BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 47 DEGREES 16 MINUTES 26 SECONDS EAST, 4.00 FEET; SOUTH 00 DEGREES 24 MINUTES 27 SECONDS WEST, 300.80 FEET; SOUTH 89 DEGREES 45 MINUTES 40 SECONDS EAST, 19.28 FEET; SOUTH 01 DEGREES 20 MINUTES 04 SECONDS WEST, 413.01 FEET; AND SOUTH 03 DEGREES 32 MINUTES 22 SECONDS WEST, 170.50 FEET TO THE INTERSECTION WITH THE WEST LINE OF THE HEREIN DESCRIBED PERMANENT SIDEWALK EASEMENT AREA 1;

THENCE ALONG SAID WEST LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 00 DEGREES 53 MINUTES 58 SECONDS WEST, 193.87 FEET; NORTH 13 DEGREES 36 MINUTES 56 SECONDS WEST, 65.75 FEET; NORTH 01 DEGREES 20 MINUTES 04 SECONDS EAST, 281.00 FEET; NORTH 05 DEGREES 27 MINUTES 47 SECONDS EAST, 39.11 FEET; NORTH 00 DEGREES 24 MINUTES 27 SECONDS WEST, 263.00 FEET; AND NORTH 07 DEGREES 39 MINUTES 07 SECONDS WEST, 45.61 FEET TO THE NORTH LINE OF THE HEREINAFTER DESCRIBED PERMANENT SIDEWALK EASEMENT AREA 1;

THENCE ALONG SAID NORTH LINE, NORTH 82 DEGREES 26 MINUTES 52 SECONDS EAST, 6.50 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 11,016 SQUARE FEET IS BASED UPON THE RIGHT OF WAY OF WARSON ROAD AND ADJACENT PROPERTY LINES AS SHOWN ON A SURVEY STRIP MAP PROVIDED TO COLE & ASSOCIATES, INC. BY ABNA (PROJECT NO. 15-6163) DATED 12/31/2015 FOR THE CITY OF CREVE COEUR WARSON ROAD IMPROVEMENT PROJECT STP-5526 (640) AND CALCULATIONS PERFORMED BY COLE & ASSOCIATES, INC. DURING THE MONTH OF NOVEMBER, 2016 AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND CONDITIONS OF RECORD, IF ANY.

EXHIBIT "A"

PAGE 1 OF 14

INITIAL: _____

TEMPORARY CONSTRUCTION EASEMENT AND PERMANENT SIDEWALK EASEMENT

PART OF SECTION 1, TOWNSHIP 45 NORTH, RANGE 5 EAST
CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI

DRAWN/CHECKED: HWW/SAB

JOB NO. 15-0086

cole

401 S. 18TH ST.
SUITE 200
ST. LOUIS, MO
63103
314.984.9887

CIVIL ENGINEERING / SURVEYING / PLANNING / LANDSCAPE ARCHITECTURE
Cole & Associates, Inc. is a Missouri Corporation d.b.a. Cole Design Group, Inc. In Arizona & Texas hereby referred to as "Cole"

COLE & ASSOCIATES, INC.
L.S. 266-D

01/05/2017

Heather Welch-Westfall

HEATHER WELCH-WESTFALL, P.L.S.
MISSOURI LICENSE NO. PLS-2015000234



TEMPORARY CONSTRUCTION EASEMENT AREA 1 DESCRIPTION:

WARSON ROAD IMPROVEMENT PROJECT STP-5526 (640)

PARCEL NO. 1

ADDRESS: 800 LINDBERGH BLVD

A TRACT OF LAND BEING PART OF SECTION 1, TOWNSHIP 45 NORTH, RANGE 5 EAST, CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI; SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF OLIVE BOULEVARD, ALSO KNOWN AS MISSOURI STATE ROUTE E (340), VARIABLE WIDTH, AS ESTABLISHED BY MISSOURI STATE HIGHWAY COMMISSION PROJECT NO. US 844(4), WITH THE WEST RIGHT OF WAY LINE OF WARSON ROAD AS WIDENED BY ST. LOUIS COUNTY 1965 BOND ISSUE PROPOSITION NO. 1 - PROJECT NO. 19;

THENCE ALONG SAID WEST RIGHT OF WAY LINE, SOUTH 47 DEGREES 16 MINUTES 26 SECONDS EAST, 19.00 FEET; SOUTH 00 DEGREES 24 MINUTES 27 SECONDS WEST, 300.80 FEET; SOUTH 89 DEGREES 45 MINUTES 40 SECONDS EAST, 19.28 FEET; SOUTH 01 DEGREES 20 MINUTES 04 SECONDS WEST, 413.01 FEET; SOUTH 03 DEGREES 32 MINUTES 22 SECONDS WEST, 170.50 FEET TO THE INTERSECTION WITH THE WEST LINE OF PERMANENT SIDEWALK EASEMENT AREA 1;

THENCE ALONG SAID WEST LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 00 DEGREES 53 MINUTES 58 SECONDS WEST, 193.87 FEET; NORTH 13 DEGREES 36 MINUTES 56 SECONDS WEST, 65.75 FEET; AND NORTH 01 DEGREES 20 MINUTES 04 SECONDS EAST, 239.09 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF THE HEREIN DESCRIBED TEMPORARY CONSTRUCTION EASEMENT AREA 1 BEING THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID SOUTH LINE AND THE WEST AND NORTH LINES THE FOLLOWING COURSES AND DISTANCES: NORTH 88 DEGREES 39 MINUTES 56 SECONDS WEST, 4.75 FEET; NORTH 01 DEGREES 20 MINUTES 04 SECONDS EAST, 116.00 FEET; NORTH 89 DEGREES 35 MINUTES 33 SECONDS WEST, 6.00 FEET; NORTH 00 DEGREES 24 MINUTES 27 SECONDS EAST, 12.50 FEET; AND SOUTH 89 DEGREES 35 MINUTES 33 SECONDS EAST, 13.00 FEET TO THE INTERSECTION WITH THE WEST LINE OF PERMANENT SIDEWALK EASEMENT AREA 1;

THENCE ALONG SAID WEST LINE, SOUTH 00 DEGREES 24 MINUTES 27 SECONDS WEST, 47.70 FEET; SOUTH 05 DEGREES 27 MINUTES 47 SECONDS WEST, 39.11; SOUTH 01 DEGREES 20 MINUTES 04 SECONDS WEST, 41.91 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 858 SQUARE FEET IS BASED UPON THE RIGHT OF WAY OF WARSON ROAD AND ADJACENT PROPERTY LINES AS SHOWN ON A SURVEY STRIP MAP PROVIDED TO COLE & ASSOCIATES, INC. BY ABNA (PROJECT NO. 15-6163) DATED 12/31/2015 FOR THE CITY OF CREVE COEUR WARSON ROAD IMPROVEMENT PROJECT STP-5526 (640) AND CALCULATIONS PERFORMED BY COLE & ASSOCIATES, INC. DURING THE MONTH OF NOVEMBER, 2016 AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND CONDITIONS OF RECORD, IF ANY.

EXHIBIT "A"

PAGE 2 OF 14

INITIAL: _____

TEMPORARY CONSTRUCTION EASEMENT AND PERMANENT SIDEWALK EASEMENT

PART OF SECTION 1, TOWNSHIP 45 NORTH, RANGE 5 EAST
CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI

DRAWN/CHECKED: HWW/SAB

JOB NO. 15-0086

cole 401 S. 18TH ST.
SUITE 200
ST. LOUIS, MO
63103
314.984.9887

CIVIL ENGINEERING / SURVEYING / PLANNING / LANDSCAPE ARCHITECTURE
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COLE & ASSOCIATES, INC.
L.S. 266-D

01/05/2017

HWestfall

HEATHER WELCH-WESTFALL, P.L.S.
MISSOURI LICENSE NO. PLS-2015000234



PERMANENT SIDEWALK EASEMENT AREA 2 DESCRIPTION:

WARSON ROAD IMPROVEMENT PROJECT STP-5526 (640)

PARCEL NO. 1

ADDRESS: 800 LINDBERGH BLVD

A TRACT OF LAND BEING PART OF SECTION 1, TOWNSHIP 45 NORTH, RANGE 5 EAST, CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI; SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF OLIVE BOULEVARD, ALSO KNOWN AS MISSOURI STATE ROUTE E (340), VARIABLE WIDTH, AS ESTABLISHED BY MISSOURI STATE HIGHWAY COMMISSION PROJECT NO. US 844(4), WITH THE WEST RIGHT OF WAY LINE OF WARSON ROAD AS WIDENED BY ST. LOUIS COUNTY 1965 BOND ISSUE PROPOSITION NO. 1 - PROJECT NO. 19;

THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 47 DEGREES 16 MINUTES 26 SECONDS EAST, 19.00 FEET; SOUTH 00 DEGREES 24 MINUTES 27 SECONDS WEST, 300.80 FEET; SOUTH 89 DEGREES 45 MINUTES 40 SECONDS EAST, 19.28 FEET; SOUTH 01 DEGREES 20 MINUTES 04 SECONDS WEST, 413.01 FEET; SOUTH 03 DEGREES 32 MINUTES 22 SECONDS WEST, 336.85 FEET; AND SOUTH 03 DEGREES 06 MINUTES 38 SECONDS EAST, 77.53 FEET TO THE INTERSECTION WITH THE WEST LINE OF THE HEREIN DESCRIBED PERMANENT SIDEWALK EASEMENT AREA 2 BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 03 DEGREES 06 MINUTES 38 SECONDS EAST, 22.50 FEET; SOUTH 00 DEGREES 26 MINUTES 38 SECONDS EAST, 200.06 FEET; AND SOUTH 02 DEGREES 46 MINUTES 38 EAST, 92.50 FEET TO SAID WEST LINE OF THE HEREIN DESCRIBED PERMANENT SIDEWALK EASEMENT AREA 2

THENCE ALONG SAID WEST LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 11 DEGREES 35 MINUTES 42 SECONDS WEST, 45.50 FEET; NORTH 04 DEGREES 41 MINUTES 34 SECONDS WEST, 98.65 FEET; NORTH 00 DEGREES 26 MINUTES 38 SECONDS WEST, 55.00 FEET; NORTH 89 DEGREES 33 MINUTES 22 SECONDS EAST, 7.50 FEET; AND NORTH 01 DEGREES 24 MINUTES 56 SECONDS EAST, 117.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 2,069 SQUARE FEET IS BASED UPON THE RIGHT OF WAY OF WARSON ROAD AND ADJACENT PROPERTY LINES AS SHOWN ON A SURVEY STRIP MAP PROVIDED TO COLE & ASSOCIATES, INC. BY ABNA (PROJECT NO. 15-6163) DATED 12/31/2015 FOR THE CITY OF CREVE COEUR WARSON ROAD IMPROVEMENT PROJECT STP-5526 (640) AND CALCULATIONS PERFORMED BY COLE & ASSOCIATES, INC. DURING THE MONTH OF NOVEMBER, 2016 AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND CONDITIONS OF RECORD, IF ANY.

EXHIBIT "A"

PAGE 3 OF 14

INITIAL: _____

TEMPORARY CONSTRUCTION EASEMENT AND PERMANENT SIDEWALK EASEMENT

PART OF SECTION 1, TOWNSHIP 45 NORTH, RANGE 5 EAST
CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI

DRAWN/CHECKED: HWW/SAB

JOB NO. 15-0086

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01/05/2017

Heather Welch-Westfall

HEATHER WELCH-WESTFALL, P.L.S.
MISSOURI LICENSE NO. PLS-2015000234



TEMPORARY CONSTRUCTION EASEMENT AREA 2 DESCRIPTION:

WARSON ROAD IMPROVEMENT PROJECT STP-5526 (640)

PARCEL NO. 1

ADDRESS: 800 LINDBERGH BLVD

A TRACT OF LAND BEING PART OF SECTION 1, TOWNSHIP 45 NORTH, RANGE 5 EAST, CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI; SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF OLIVE BOULEVARD, ALSO KNOWN AS MISSOURI STATE ROUTE E (340), VARIABLE WIDTH, AS ESTABLISHED BY MISSOURI STATE HIGHWAY COMMISSION PROJECT NO. US 844(4), WITH THE WEST RIGHT OF WAY LINE OF WARSON ROAD AS WIDENED BY ST. LOUIS COUNTY 1965 BOND ISSUE PROPOSITION NO. 1 - PROJECT NO. 19;

THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 47 DEGREES 16 MINUTES 26 SECONDS EAST, 19.00 FEET; SOUTH 00 DEGREES 24 MINUTES 27 SECONDS WEST, 300.80 FEET; SOUTH 89 DEGREES 45 MINUTES 40 SECONDS EAST, 19.28 FEET; SOUTH 01 DEGREES 20 MINUTES 04 SECONDS WEST, 413.01 FEET; SOUTH 03 DEGREES 32 MINUTES 22 SECONDS WEST, 336.85 FEET; AND SOUTH 03 DEGREES 06 MINUTES 38 SECONDS EAST, 100.03 FEET; SOUTH 00 DEGREES 26 MINUTES 38 SECONDS EAST, 200.06 FEET; AND SOUTH 02 DEGREES 46 MINUTES 38 EAST, 92.50 FEET TO THE INTERSECTION WITH THE WEST LINE OF THE PERMANENT SIDEWALK EASEMENT AREA 2;

THENCE ALONG SAID WEST LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 11 DEGREES 35 MINUTES 42 SECONDS WEST, 45.50 FEET; AND NORTH 04 DEGREES 41 MINUTES 34 SECONDS WEST, 17.43 FEET TO THE SOUTH LINE OF THE HEREINAFTER DESCRIBED TEMPORARY CONSTRUCTION EASEMENT AREA 2 BEING THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID SOUTH LINE AND THE WEST AND NORTH LINES THE FOLLOWING COURSES AND DISTANCES: SOUTH 89 DEGREES 33 MINUTES 22 SECONDS WEST, 9.02 FEET; NORTH 00 DEGREES 26 MINUTES 38 SECONDS WEST, 86.00 FEET; AND NORTH 89 DEGREES 33 MINUTES 22 SECONDS EAST, 3.00 FEET TO THE WEST LINE OF SAID PERMANENT SIDEWALK EASEMENT AREA 2;

THENCE ALONG SAID WEST LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 00 DEGREES 26 MINUTES 38 SECONDS EAST; 5.00 FEET; AND SOUTH 04 DEGREES 41 MINUTES 34 SECONDS EAST, 81.22 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 502 SQUARE FEET IS BASED UPON THE RIGHT OF WAY OF WARSON ROAD AND ADJACENT PROPERTY LINES AS SHOWN ON A SURVEY STRIP MAP PROVIDED TO COLE & ASSOCIATES, INC. BY ABNA (PROJECT NO. 15-6163) DATED 12/31/2015 FOR THE CITY OF CREVE COEUR WARSON ROAD IMPROVEMENT PROJECT STP-5526 (640) AND CALCULATIONS PERFORMED BY COLE & ASSOCIATES, INC. DURING THE MONTH OF NOVEMBER, 2016 AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND CONDITIONS OF RECORD, IF ANY.

EXHIBIT "A"

PAGE 4 OF 14

INITIAL: _____

TEMPORARY CONSTRUCTION EASEMENT AND PERMANENT SIDEWALK EASEMENT

PART OF SECTION 1, TOWNSHIP 45 NORTH, RANGE 5 EAST
CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI

DRAWN/CHECKED: HWW/SAB

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01/05/2017

H Westfall

HEATHER WELCH-WESTFALL, P.L.S.
MISSOURI LICENSE NO. PLS-2015000234



PERMANENT SIDEWALK EASEMENT AREA 3 DESCRIPTION:

WARSON ROAD IMPROVEMENT PROJECT STP-5526 (640)

PARCEL NO. 1

ADDRESS: 800 LINDBERGH BLVD

A TRACT OF LAND BEING PART OF SECTION 1, TOWNSHIP 45 NORTH, RANGE 5 EAST, CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI; SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF OLIVE BOULEVARD, ALSO KNOWN AS MISSOURI STATE ROUTE E (340), VARIABLE WIDTH, AS ESTABLISHED BY MISSOURI STATE HIGHWAY COMMISSION PROJECT NO. US 844(4), WITH THE WEST RIGHT OF WAY LINE OF WARSON ROAD AS WIDENED BY ST. LOUIS COUNTY 1965 BOND ISSUE PROPOSITION NO. 1 - PROJECT NO. 19;

THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 47 DEGREES 16 MINUTES 26 SECONDS EAST, 19.00 FEET; SOUTH 00 DEGREES 24 MINUTES 27 SECONDS WEST, 300.80 FEET; SOUTH 89 DEGREES 45 MINUTES 40 SECONDS EAST, 19.28 FEET; SOUTH 01 DEGREES 20 MINUTES 04 SECONDS WEST, 413.01 FEET; SOUTH 03 DEGREES 32 MINUTES 22 SECONDS WEST, 336.85 FEET; SOUTH 03 DEGREES 06 MINUTES 38 SECONDS EAST, 100.03 FEET; SOUTH 00 DEGREES 26 MINUTES 38 SECONDS EAST, 200.06 FEET; AND SOUTH 02 DEGREES 46 MINUTES 38 EAST, 250.54 FEET TO SAID WEST LINE OF THE HEREIN DESCRIBED PERMANENT SIDEWALK EASEMENT AREA 3;

THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 00 DEGREES 28 MINUTES 38 SECONDS EAST, 136.53 FEET; AND SOUTH 00 DEGREES 59 MINUTES 22 SECONDS WEST, 142.60 FEET TO THE SOUTH LINE OF THE TRACT OF LAND NOW OR FORMERLY OF MONSANTO COMPANY AS RECORDED IN DEED BOOK 12783 PAGE 1097 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS;

THENCE ALONG SAID SOUTH LINE, SOUTH 89 DEGREES 53 MINUTES 11 SECONDS WEST, 7.50 FEET TO THE WEST LINE OF THE HEREIN DESCRIBED PERMANENT SIDEWALK EASEMENT AREA 3 BEING THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID WEST LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 00 DEGREES 59 MINUTES 22 SECONDS EAST, 142.65 FEET; NORTH 00 DEGREES 28 MINUTES 38 SECONDS WEST, 10.00 FEET; NORTH 20 DEGREES 42 MINUTES 36 SECONDS EAST, 15.22 FEET; NORTH 00 DEGREES 28 MINUTES 38 SECONDS WEST, 70.50 FEET; AND NORTH 02 DEGREES 15 MINUTES 57 SECONDS EAST, 41.79 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 1,395 SQUARE FEET IS BASED UPON THE RIGHT OF WAY OF WARSON ROAD AND ADJACENT PROPERTY LINES AS SHOWN ON A SURVEY STRIP MAP PROVIDED TO COLE & ASSOCIATES, INC. BY ABNA (PROJECT NO. 15-6163) DATED 12/31/2015 FOR THE CITY OF CREVE COEUR WARSON ROAD IMPROVEMENT PROJECT STP-5526 (640) AND CALCULATIONS PERFORMED BY COLE & ASSOCIATES, INC. DURING THE MONTH OF NOVEMBER, 2016 AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND CONDITIONS OF RECORD, IF ANY.

EXHIBIT "A"

PAGE 5 OF 14

INITIAL: _____

TEMPORARY CONSTRUCTION EASEMENT AND PERMANENT SIDEWALK EASEMENT

PART OF SECTION 1, TOWNSHIP 45 NORTH, RANGE 5 EAST
CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI

DRAWN/CHECKED: HWW/SAB

JOB NO. 15-0086

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01/05/2017

H Westfall

HEATHER WELCH-WESTFALL, P.L.S.
MISSOURI LICENSE NO. PLS-2015000234



TEMPORARY CONSTRUCTION EASEMENT AREA 3 DESCRIPTION:

WARSON ROAD IMPROVEMENT PROJECT STP-5526 (640)

PARCEL NO. 1

ADDRESS: 800 LINDBERGH BLVD

A TRACT OF LAND BEING PART OF SECTION 1, TOWNSHIP 45 NORTH, RANGE 5 EAST, CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI; SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF OLIVE BOULEVARD, ALSO KNOWN AS MISSOURI STATE ROUTE E (340), VARIABLE WIDTH, AS ESTABLISHED BY MISSOURI STATE HIGHWAY COMMISSION PROJECT NO. US 844(4), WITH THE WEST RIGHT OF WAY LINE OF WARSON ROAD AS WIDENED BY ST. LOUIS COUNTY 1965 BOND ISSUE PROPOSITION NO. 1 - PROJECT NO. 19;

THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 47 DEGREES 16 MINUTES 26 SECONDS EAST, 19.00 FEET; SOUTH 00 DEGREES 24 MINUTES 27 SECONDS WEST, 300.80 FEET; SOUTH 89 DEGREES 45 MINUTES 40 SECONDS EAST, 19.28 FEET; SOUTH 01 DEGREES 20 MINUTES 04 SECONDS WEST, 413.01 FEET; SOUTH 03 DEGREES 32 MINUTES 22 SECONDS WEST, 336.85 FEET; SOUTH 03 DEGREES 06 MINUTES 38 SECONDS EAST, 100.03 FEET; SOUTH 00 DEGREES 26 MINUTES 38 SECONDS EAST, 200.06 FEET; SOUTH 02 DEGREES 46 MINUTES 38 SECONDS EAST, 250.54 FEET; SOUTH 00 DEGREES 28 MINUTES 38 SECONDS EAST, 136.53 FEET; AND SOUTH 00 DEGREES 59 MINUTES 22 SECONDS WEST, 142.60 FEET TO THE SOUTH LINE OF THE TRACT OF LAND NOW OR FORMERLY OF MONSANTO COMPANY AS RECORDED IN DEED BOOK 12783 PAGE 1097 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS;

THENCE ALONG SAID SOUTH LINE, SOUTH 89 DEGREES 53 MINUTES 11 SECONDS WEST, 7.50 FEET TO THE WEST LINE OF PERMANENT SIDEWALK EASEMENT AREA 3 BEING THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID WEST LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 00 DEGREES 59 MINUTES 22 SECONDS EAST, 142.65 FEET; SOUTH 00 DEGREES 28 MINUTES 38 SECONDS EAST, 10.00 FEET; AND NORTH 20 DEGREES 42 MINUTES 36 SECONDS EAST, 15.22 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF THE HEREINAFTER DESCRIBED TEMPORARY CONSTRUCTION EASEMENT AREA 3 BEING THE POINT OF BEGINNING;

THENCE ALONG SAID SOUTH LINE AND THE WEST AND NORTH LINES THE FOLLOWING COURSES AND DISTANCES: SOUTH 89 DEGREES 31 MINUTES 22 SECONDS WEST, 3.00 FEET; NORTH 00 DEGREES 28 MINUTES 38 SECONDS WEST, 57.50 FEET; AND NORTH 89 DEGREES 31 MINUTES 22 SECONDS EAST, 3.00 FEET TO THE WEST LINE OF SAID PERMANENT SIDEWALK EASEMENT AREA 3;

THENCE ALONG SAID WEST LINE, SOUTH 00 DEGREES 28 MINUTES 38 SECONDS EAST, 57.50 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 173 SQUARE FEET IS BASED UPON THE RIGHT OF WAY OF WARSON ROAD AND ADJACENT PROPERTY LINES AS SHOWN ON A SURVEY STRIP MAP PROVIDED TO COLE & ASSOCIATES, INC. BY ABNA (PROJECT NO. 15-6163) DATED 12/31/2015 FOR THE CITY OF CREVE COEUR WARSON ROAD IMPROVEMENT PROJECT STP-5526 (640) AND CALCULATIONS PERFORMED BY COLE & ASSOCIATES, INC. DURING THE MONTH OF NOVEMBER, 2016 AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND CONDITIONS OF RECORD, IF ANY.

EXHIBIT "A"

PAGE 6 OF 14

INITIAL: _____

TEMPORARY CONSTRUCTION EASEMENT AND PERMANENT SIDEWALK EASEMENT

PART OF SECTION 1, TOWNSHIP 45 NORTH, RANGE 5 EAST
CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI

DRAWN/CHECKED: HWW/SAB

JOB NO. 15-0086

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01/05/2017

H Westfall

HEATHER WELCH-WESTFALL, P.L.S.
MISSOURI LICENSE NO. PLS-2015000234



SCALE: 1" = 40'

OLIVE BOULEVARD (MO 340 - VARIABLE WIDTH)

LOT CALCULATIONS:

TOTAL SQ.FT. +/- 6,586,272 (R)

T.C.E. SQ.FT. +/- 1,533

SIDEWALK EASEMENT SQ.FT. +/- 14,480

REMAINING SQ.FT. +/- 6,586,272

①
 N/F
 MONSANTO COMPANY
 DB 12783 PG 1097
 800 LINDBERGH BLVD
 LOCATOR NO. 17M510017

PERMANENT SIDEWALK
 EASEMENT AREA 1
 11,016 SQ.FT.

NOTE: RIGHT OF WAY OF WARSON ROAD
 AND ADJACENT PROPERTY LINES AS
 SHOWN HEREON ARE BASED ON A
 SURVEY STRIP MAP PROVIDED TO COLE &
 ASSOCIATES, INC. BY ABNA (PROJECT NO.
 15-6163) DATED 12/31/2015 FOR THE
 CITY OF CREVE COEUR WARSON ROAD
 IMPROVEMENT PROJECT STP-5526 (640)

WARSON (VARIABLE WIDTH) ROAD

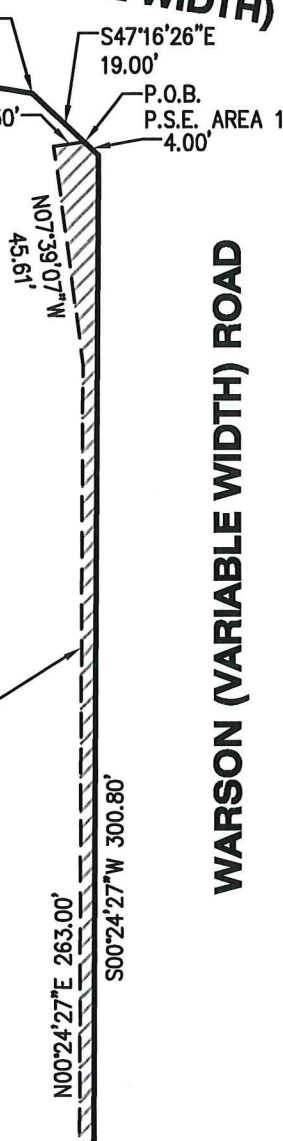


EXHIBIT "A"

PAGE 7 OF 14

INITIAL: _____

TEMPORARY CONSTRUCTION EASEMENT AND PERMANENT SIDEWALK EASEMENT

PART OF SECTION 1, TOWNSHIP 45 NORTH, RANGE 5 EAST
 CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI

DRAWN/CHECKED: HWW/SAB

JOB NO. 15-0086

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01/05/2017

Heather Welch-Westfall

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 MISSOURI LICENSE NO. PLS-2015000234

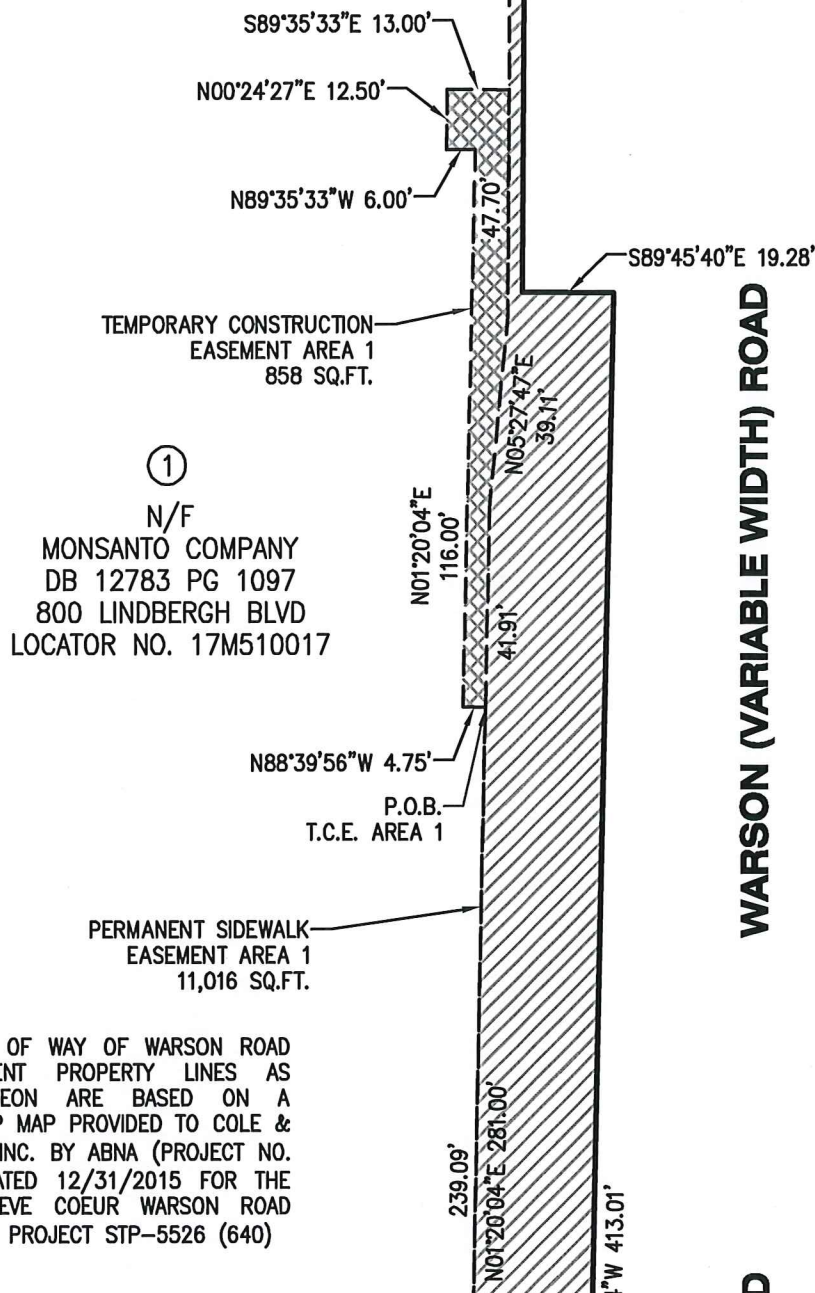
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LAYOUT: EXHIBIT_PAGE 8
 DATE: Jan 05, 2017 - 12:43pm
 DRAWING: S:\JOBS\Jobs2015\15-0086\CADD_V-Work\V_P1_EASEMENT_15-0086.dwg



SCALE: 1" = 40'



NOTE: RIGHT OF WAY OF WARSON ROAD AND ADJACENT PROPERTY LINES AS SHOWN HEREON ARE BASED ON A SURVEY STRIP MAP PROVIDED TO COLE & ASSOCIATES, INC. BY ABNA (PROJECT NO. 15-6163) DATED 12/31/2015 FOR THE CITY OF CREVE COEUR WARSON ROAD IMPROVEMENT PROJECT STP-5526 (640)

EXHIBIT "A"

PAGE 8 OF 14

INITIAL: _____

**TEMPORARY CONSTRUCTION EASEMENT AND
 PERMANENT SIDEWALK EASEMENT**

PART OF SECTION 1, TOWNSHIP 45 NORTH, RANGE 5 EAST
 CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI

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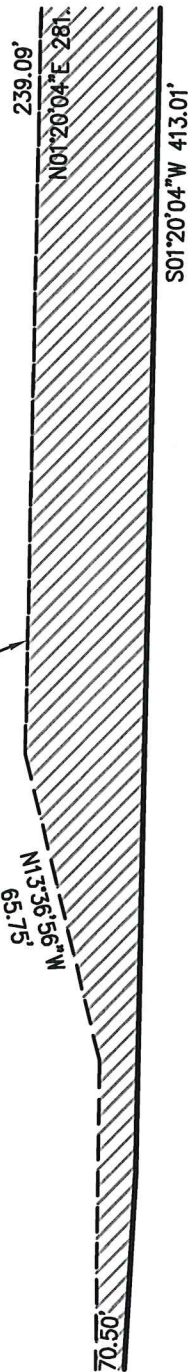
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SCALE: 1" = 40'

①
 N/F
 MONSANTO COMPANY
 DB 12783 PG 1097
 800 LINDBERGH BLVD
 LOCATOR NO. 17M510057

PERMANENT SIDEWALK
 EASEMENT AREA 1
 11,016 SQ.FT.



WARSON (VARIABLE WIDTH) ROAD

NOTE: RIGHT OF WAY OF WARSON ROAD AND ADJACENT PROPERTY LINES AS SHOWN HEREON ARE BASED ON A SURVEY STRIP MAP PROVIDED TO COLE & ASSOCIATES, INC. BY ABNA (PROJECT NO. 15-6163) DATED 12/31/2015 FOR THE CITY OF CREVE COEUR WARSON ROAD IMPROVEMENT PROJECT STP-5526 (640)

EXHIBIT "A"

PAGE 9 OF 14

INITIAL: _____

**TEMPORARY CONSTRUCTION EASEMENT AND
 PERMANENT SIDEWALK EASEMENT**

PART OF SECTION 1, TOWNSHIP 45 NORTH, RANGE 5 EAST
 CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI

DRAWN/CHECKED: HWW/SAB

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 MISSOURI LICENSE NO. PLS-2015000234



LAYOUT: EXHIBIT_PAGE 10
 DATE: Jan 05, 2017 - 12:43pm
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SCALE: 1" = 40'

①
 N/F
 MONSANTO COMPANY
 DB 12783 PG 1097
 800 LINDBERGH BLVD
 LOCATOR NO. 17M510017

PERMANENT SIDEWALK
 EASEMENT AREA 1
 11,016 SQ.FT.

N00°53'58"E 193.87'
 S03°32'22"W 336.85'

WARSON (VARIABLE WIDTH) ROAD

NOTE: RIGHT OF WAY OF WARSON ROAD
 AND ADJACENT PROPERTY LINES AS
 SHOWN HEREON ARE BASED ON A
 SURVEY STRIP MAP PROVIDED TO COLE &
 ASSOCIATES, INC. BY ABNA (PROJECT NO.
 15-6163) DATED 12/31/2015 FOR THE
 CITY OF CREVE COEUR WARSON ROAD
 IMPROVEMENT PROJECT STP-5526 (640)

EXHIBIT "A"

PAGE 10 OF 14

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**TEMPORARY CONSTRUCTION EASEMENT AND
 PERMANENT SIDEWALK EASEMENT**

PART OF SECTION 1, TOWNSHIP 45 NORTH, RANGE 5 EAST
 CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI

DRAWN/CHECKED: HWW/SAB

JOB NO. 15-0086

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01/05/2017

Heather Welch-Westfall

HEATHER WELCH-WESTFALL, P.L.S.
 MISSOURI LICENSE NO. PLS-2015000234



SCALE: 1" = 40'

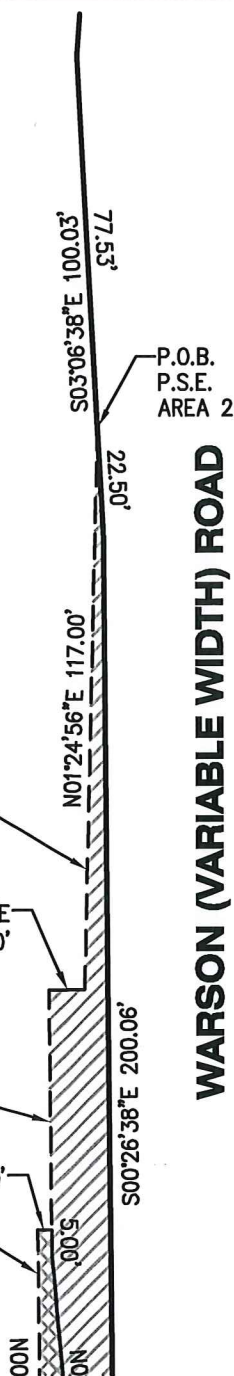
①
 N/F
 MONSANTO COMPANY
 DB 12783 PG 1097
 800 LINDBERGH BLVD
 LOCATOR NO. 17M510017

PERMANENT SIDEWALK
 EASEMENT AREA 2
 2,069 SQ.FT.

N89°33'22"E
 7.50'

N00°26'38"W
 55.00'

N89°33'22"E 3.00'
 TEMPORARY CONSTRUCTION
 EASEMENT AREA 2
 502 SQ.FT.



WARSON (VARIABLE WIDTH) ROAD

NOTE: RIGHT OF WAY OF WARSON ROAD AND ADJACENT PROPERTY LINES AS SHOWN HEREON ARE BASED ON A SURVEY STRIP MAP PROVIDED TO COLE & ASSOCIATES, INC. BY ABNA (PROJECT NO. 15-6163) DATED 12/31/2015 FOR THE CITY OF CREVE COEUR WARSON ROAD IMPROVEMENT PROJECT STP-5526 (640)

EXHIBIT "A"

PAGE 11 OF 14

INITIAL: _____

**TEMPORARY CONSTRUCTION EASEMENT AND
 PERMANENT SIDEWALK EASEMENT**

PART OF SECTION 1, TOWNSHIP 45 NORTH, RANGE 5 EAST
 CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI

DRAWN/CHECKED: HWW/SAB

JOB NO. 15-0086

cole

401 S. 18TH ST.
 SUITE 200
 ST. LOUIS, MO
 63103
 314.984.9887

COLE & ASSOCIATES, INC.
 L.S. 266-D

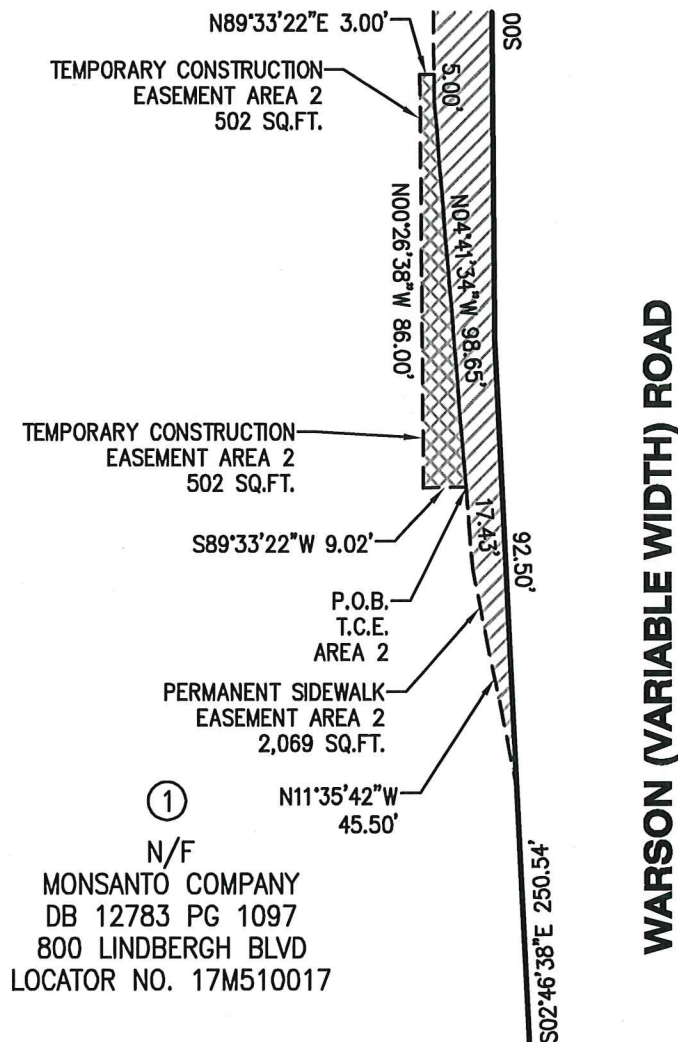
01/05/2017

Heather Welch-Westfall

HEATHER WELCH-WESTFALL, P.L.S.
 MISSOURI LICENSE NO. PLS-2015000234

CIVIL ENGINEERING / SURVEYING / PLANNING / LANDSCAPE ARCHITECTURE
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SCALE: 1" = 40'

NOTE: RIGHT OF WAY OF WARSON ROAD AND ADJACENT PROPERTY LINES AS SHOWN HEREON ARE BASED ON A SURVEY STRIP MAP PROVIDED TO COLE & ASSOCIATES, INC. BY ABNA (PROJECT NO. 15-6163) DATED 12/31/2015 FOR THE CITY OF CREVE COEUR WARSON ROAD IMPROVEMENT PROJECT STP-5526 (640)

EXHIBIT "A"

PAGE 12 OF 14

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**TEMPORARY CONSTRUCTION EASEMENT AND
 PERMANENT SIDEWALK EASEMENT**

PART OF SECTION 1, TOWNSHIP 45 NORTH, RANGE 5 EAST
 CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI

DRAWN/CHECKED: HWW/SABJOB NO. 15-0086

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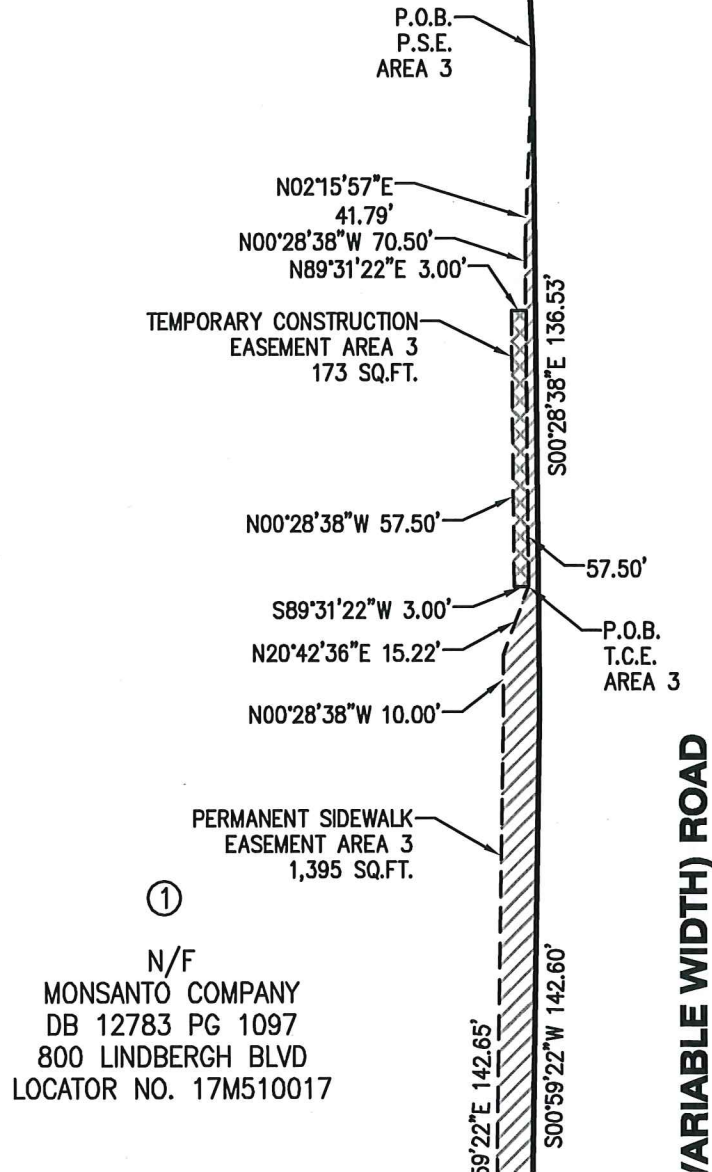
HEATHER WELCH-WESTFALL, P.L.S.
 MISSOURI LICENSE NO. PLS-2015000234



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 DATE: Jan 05, 2017 - 12:44pm
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SCALE: 1" = 40'



NOTE: RIGHT OF WAY OF WARSON ROAD AND ADJACENT PROPERTY LINES AS SHOWN HEREON ARE BASED ON A SURVEY STRIP MAP PROVIDED TO COLE & ASSOCIATES, INC. BY ABNA (PROJECT NO. 15-6163) DATED 12/31/2015 FOR THE CITY OF CREVE COEUR WARSON ROAD IMPROVEMENT PROJECT STP-5526 (640)

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**TEMPORARY CONSTRUCTION EASEMENT AND
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PART OF SECTION 1, TOWNSHIP 45 NORTH, RANGE 5 EAST
CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI

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MISSOURI LICENSE NO. PLS-2015000234



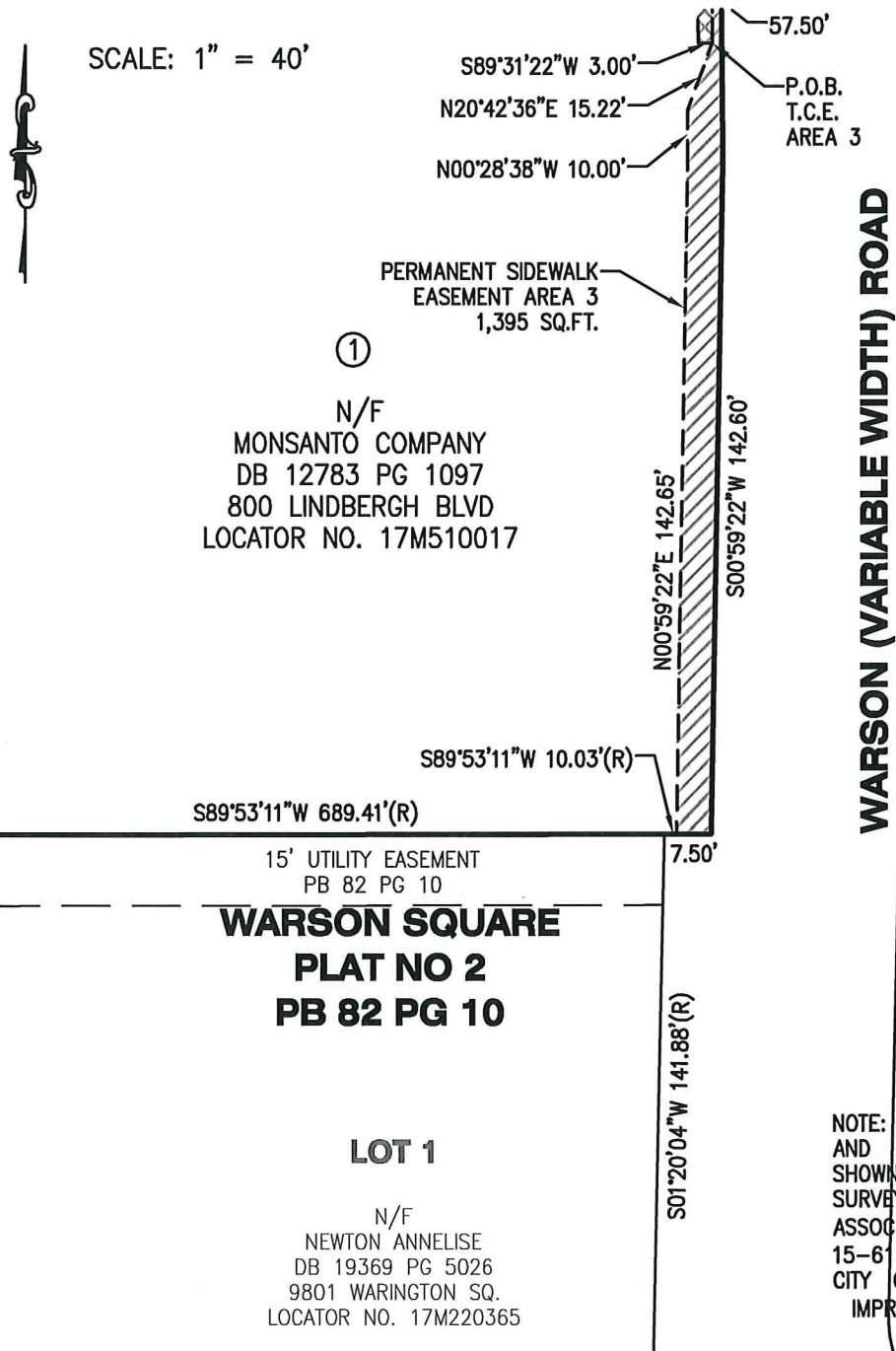


EXHIBIT "A"

PAGE 14 OF 14

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**TEMPORARY CONSTRUCTION EASEMENT AND
 PERMANENT SIDEWALK EASEMENT**

PART OF SECTION 1, TOWNSHIP 45 NORTH, RANGE 5 EAST
 CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI

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 L.S. 266-D

01/05/2017

Heather Welch-Westfall

HEATHER WELCH-WESTFALL, P.L.S.
 MISSOURI LICENSE NO. PLS-2015000234



TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE made and entered into this ____ day of _____, 2017, between RICHARD F. HUCK, III, AND KATHRYN O. HUCK, 9801 Countryshire Place, Creve Coeur, Missouri 63141, of the County of Saint Louis, State of Missouri (parties of the first part), and the CITY OF CREVE COEUR, MISSOURI, 300 North New Ballas Road, Creve Coeur, Missouri 63141 (party of the second part).

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of one dollar (\$1.00), paid by the said party of the second part, the receipt of which is hereby acknowledged, and for and in consideration of the sidewalk reconstruction and partial driveway entrance replacement involved with the Warson Road Improvement Project, do by these presents, grant unto the party of the second part a temporary construction easement for the purposes herein stated in and upon the following described premises, situated in the County of Saint Louis and State of Missouri, and more specifically described by the property description on and as indicated by  on the attached easement plat and description (Exhibit "A"), hereby made a part of this indenture.

SAID Temporary Construction Easement is granted for the purpose of making cuts, fills, and sloping embankment, reconstructing driveway, restoring turf, providing working room, and implementing any necessary construction methods until such time as the Warson Road Improvement Project may be completed and accepted by the City of Creve Coeur. Upon the granting of such acceptance by the City of Creve Coeur or its assigns, or December 31, 2018, whichever is earlier, this easement shall terminate.

TO HAVE AND TO HOLD said easement unto the City of Creve Coeur, Missouri, and to its assigns and successors.

The parties of the first part do hereby covenant to the City of Creve Coeur, Missouri, that they are lawfully seized and possessed of the real estate above described and that they have a good and lawful right to convey it, or any part thereof, that it is free from all encumbrances, and that they shall forever warrant and defend this easement against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said parties have executed these presents the day and year first above written.

Richard F. Huck, III

Kathryn O. Huck

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

On this _____ day of _____, 2017, before me, a Notary Public, personally appeared Richard F. Huck, III, and Kathryn O. Huck, to me known to be the people described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year above-written.

 Notary Public

My commission expires:

CITY OF CREVE COEUR, MISSOURI

By: _____
 Print Name: Mark Perkins
 Title: City Administrator

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

On this _____ day of _____, 2017, before me, a Notary Public, personally appeared Mark Perkins, and being first duly sworn upon oath stated that said person is the City Administrator of the City of Creve Coeur, Missouri, and that said person signed the foregoing document as City Administrator of the City of Creve Coeur, Missouri, and the City of Creve Coeur has entered into this Agreement as its free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year above-written.

 Notary Public

My commission expires:

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

WARSON ROAD IMPROVEMENT PROJECT STP-5526 (640)

PARCEL NO. 2

ADDRESS: 9801 COUNTRYSHIRE PLACE

A TRACT OF LAND BEING PART OF LOT 1 OF COUNTRYSHIRE PLACE, A SUBDIVISION ACCORDING TO PLAT BOOK 107 PAGES 74 AND 75 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS, SITUATED IN SECTION 12, TOWNSHIP 45 NORTH, RANGE 5 EAST, CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID LOT 1 WITH THE WEST RIGHT OF WAY LINE OF WARSON ROAD, VARIABLE WIDTH;

THENCE ALONG SAID WEST RIGHT OF WAY LINE, SOUTH 01 DEGREES 20 MINUTES 04 SECONDS WEST, 10.00 FEET TO THE SOUTH LINE OF THE 10 FOOT WIDE EASEMENT AS SHOWN ON SAID COUNTRYSHIRE PLACE, BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE, SOUTH 01 DEGREES 20 MINUTES 04 SECONDS WEST, 25.33 FEET TO THE SOUTH LINE OF THE HEREINAFTER DESCRIBED TEMPORARY CONSTRUCTION EASEMENT;

THENCE ALONG SAID SOUTH LINE AND THE WEST LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 88 DEGREES 39 MINUTES 56 SECONDS WEST, 8.00 FEET; AND NORTH 01 DEGREES 20 MINUTES 04 SECONDS EAST, 25.25 FEET TO THE SOUTH LINE OF A 10 FOOT WIDE EASEMENT, AS AFOREMENTIONED;

THENCE ALONG SAID SOUTH LINE, SOUTH 89 DEGREES 15 MINUTES 56 SECONDS EAST, 8.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINS 202 SQUARE FEET AND IS BASED ON A SURVEY STRIP MAP PROVIDED TO COLE & ASSOCIATES, INC. BY ABNA (PROJECT NO. 15-6163) DATED 12/31/2016 FOR THE CITY OF CREVE COEUR WARSON ROAD IMPROVEMENT PROJECT STP-5526 (640) AND DESIGN AND CALCULATIONS PERFORMED BY COLE & ASSOCIATES, INC. DURING THE MONTH OF NOVEMBER 2016 AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND CONDITIONS OF RECORD, IF ANY.

EXHIBIT "A"

PAGE 1 OF 2

INITIAL: _____

TEMPORARY CONSTRUCTION EASEMENT

PART OF LOT 1 OF COUNTRYSHIRE PLACE
 PART OF SECTION 12, TOWNSHIP 45 NORTH, RANGE 5 EAST
 CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI

DRAWN/CHECKED: HWW/SAB

JOB NO. 15-0086

cole

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 314.984.9887

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COLE & ASSOCIATES, INC.
 L.S. 266-D

01/09/2017

H Westfall

HEATHER WELCH-WESTFALL, P.L.S.
 MISSOURI LICENSE NO. PLS-2015000234





NOTE: RIGHT OF WAY OF WARSON ROAD AND ADJACENT PROPERTY LINES AS SHOWN HEREON ARE BASED ON A SURVEY STRIP MAP PROVIDED TO COLE & ASSOCIATES, INC. BY ABNA (PROJECT NO. 15-6163) DATED 12/31/2015 FOR THE CITY OF CREVE COEUR WARSON ROAD IMPROVEMENT PROJECT STP-5526 (640)

**WARSON ROAD
(VARIABLE WIDTH)**

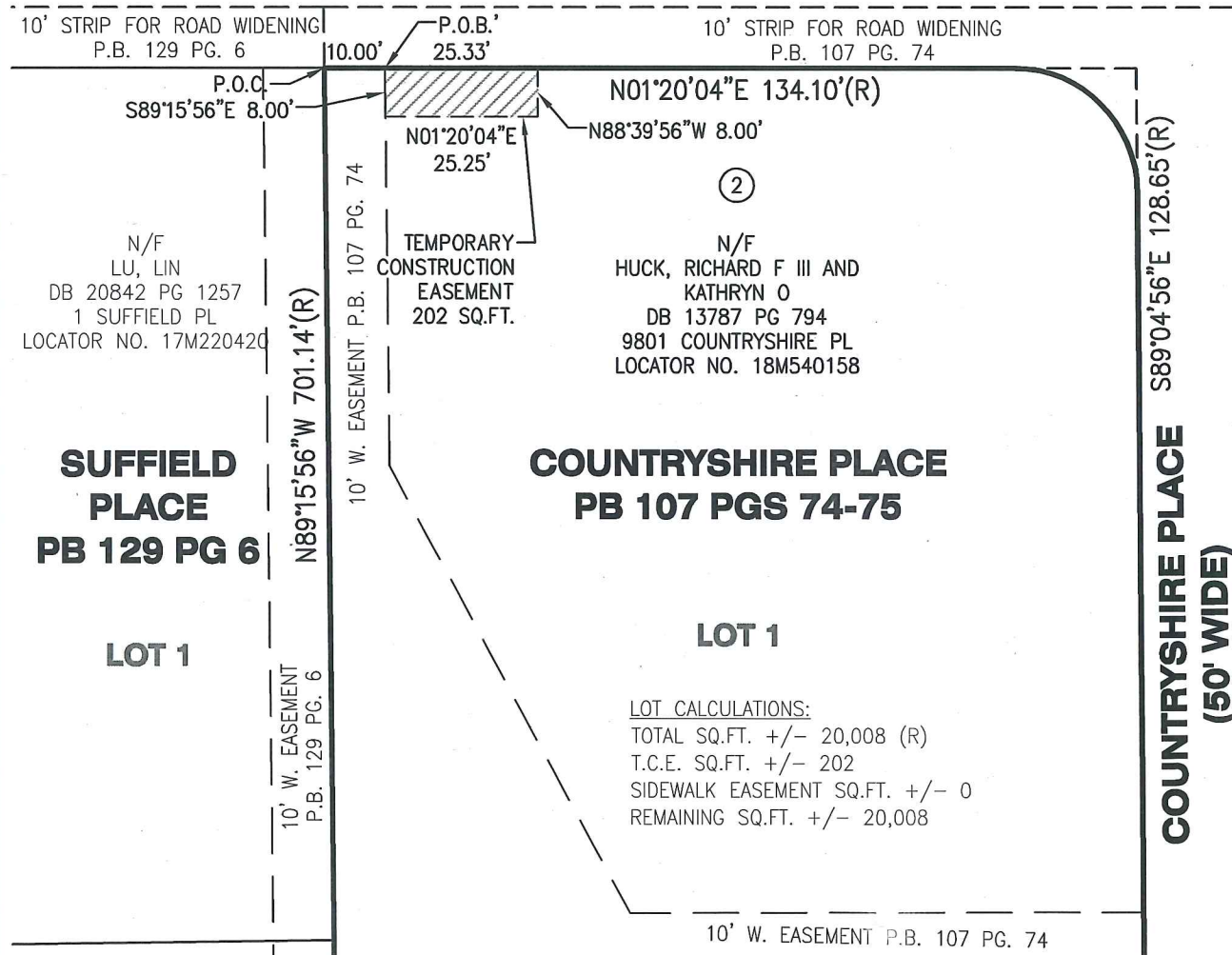


EXHIBIT "A"

PAGE 2 OF 2

INITIAL:

TEMPORARY CONSTRUCTION EASEMENT

PART OF LOT 1 OF COUNTRYSHIRE PLACE
PART OF SECTION 12, TOWNSHIP 45 NORTH, RANGE 5 EAST
CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI

DRAWN/CHECKED: HWW/SAB

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L.S. 266-D

01/09/2017

Wustfall

HEATHER WELCH-WESTFALL, P.L.S.
MISSOURI LICENSE NO. PLS-2015000234



PERMANENT SIDEWALK EASEMENT

THIS INDENTURE made and entered into this ____ day of _____, 2017, between SAINT LOUIS COUNTRY DAY SCHOOL, 425 North Warson Road, Saint Louis, Missouri 63124, of the County of Saint Louis, State of Missouri (party of the first part), and the CITY OF CREVE COEUR, MISSOURI, 300 North New Ballas Road, Creve Coeur, Missouri 63141 (party of the second part).

WITNESSETH, that the said party of the first part, for and in consideration of the sum of one dollar and zero cents (\$1.00) paid by the said party of the second part, the receipt of which is hereby acknowledged, and for and in consideration of the benefits to be derived from the construction and maintenance of a sidewalk facility in the following described premises, does by these presents, grant unto the party of the second part a perpetual easement to use, repair, maintain, and reconstruct a sidewalk and associated appurtenances as stated herein in, under, and upon the following described premises, situated in the County of Saint Louis and State of Missouri, and more fully described by the property description on and as indicated by  on the attached easement plat and description (Exhibit "A"), hereby made a part of this indenture.

SAID Permanent Sidewalk Easement is granted for the purpose of: making cuts, fills, and sloping embankment; using, maintaining, repairing, and reconstructing sidewalk, accessible ramp, and other associated facilities; and future expansion or replacement of these facilities within the area of the easement, and providing working room and implementing any necessary construction methods.

TO HAVE AND TO HOLD said easement unto the City of Creve Coeur, Missouri, and to its assigns and successors.

The party of the first part does hereby covenant to the City of Creve Coeur, Missouri, that it is lawfully seized and possessed of the real estate above described and that it has a good and lawful right to convey it, or any part thereof, that it is free from all encumbrances, and that it shall forever warrant and defend this easement against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said parties have executed these presents the day and year first above written.

SAINT LOUIS COUNTRY DAY SCHOOL

Name:

Title:

STATE OF MISSOURI,)
) SS.
 COUNTY OF SAINT LOUIS)

On this _____ day of _____, 2017, before me, a Notary Public, personally appeared _____, and being first duly sworn upon oath stated that said person is the _____ of SAINT LOUIS COUNTRY DAY SCHOOL, and that said person signed the foregoing document as _____ of SAINT LOUIS COUNTRY DAY SCHOOL, and SAINT LOUIS COUNTRY DAY SCHOOL has entered into this Agreement as its free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year above-written.

 Notary Public

My commission expires:

CITY OF CREVE COEUR, MISSOURI

By: _____
 Print Name: Mark Perkins
 Title: City Administrator

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

On this _____ day of _____, 2017, before me, a Notary Public, personally appeared Mark Perkins, and being first duly sworn upon oath stated that said person is the City Administrator of the City of Creve Coeur, Missouri, and that said person signed the foregoing document as City Administrator of the City of Creve Coeur, Missouri and the City of Creve Coeur has entered into this Agreement as its free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year above-written.

 Notary Public

My commission expires:

PERMANENT SIDEWALK EASEMENT DESCRIPTION:

WARSON ROAD IMPROVEMENT PROJECT STP-5526 (640)

PARCEL NO. 3

ADDRESS: 425 WARSON RD

A TRACT OF LAND BEING PART OF BOUNDARY ADJUSTMENT PLAT OF MARY INSTITUTE AND ST. LOUIS COUNTRY DAY SCHOOL, A SUBDIVISION ACCORDING TO PLAT BOOK 318 PAGE 10 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS, SITUATED IN SECTION 12, TOWNSHIP 45 NORTH, RANGE 5 EAST, CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID BOUNDARY ADJUSTMENT PLAT OF MARY INSTITUTE AND ST. LOUIS COUNTRY DAY SCHOOL WITH THE WEST RIGHT OF WAY LINE OF WARSON ROAD, VARIABLE WIDTH;

THENCE ALONG SAID WEST RIGHT OF WAY LINE, SOUTH 01 DEGREES 20 MINUTES 04 SECONDS WEST, 65.59 FEET TO THE SOUTH LINE OF THE HEREINAFTER DESCRIBED TEMPORARY CONSTRUCTION EASEMENT;

THENCE ALONG SAID SOUTH LINE AND THE WEST LINES THE FOLLOWING COURSES AND DISTANCES: NORTH 88 DEGREES 39 MINUTES 56 SECONDS WEST, 4.96 FEET; AND NORTH 01 DEGREES 01 MINUTES 20 SECONDS EAST, 65.59 FEET TO THE NORTH LINE OF SAID BOUNDARY ADJUSTMENT PLAT OF MARY INSTITUTE AND ST. LOUIS COUNTRY DAY SCHOOL;

THENCE ALONG SAID NORTH LINE, SOUTH 89 DEGREES 04 MINUTES 56 SECONDS EAST, 5.31 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINS 337 SQUARE FEET AND IS BASED ON A SURVEY STRIP MAP PROVIDED TO COLE & ASSOCIATES, INC. BY ABNA (PROJECT NO. 15-6163) DATED 12/31/2016 FOR THE CITY OF CREVE COEUR WARSON ROAD IMPROVEMENT PROJECT STP-5526 (640) AND DESIGN AND CALCULATIONS PERFORMED BY COLE & ASSOCIATES, INC. DURING THE MONTH OF NOVEMBER 2016 AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND CONDITIONS OF RECORD, IF ANY.

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PAGE 1 OF 2

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PERMANENT SIDEWALK EASEMENT

BOUNDARY ADJUSTMENT PLAT OF MARY INSTITUTE AND ST. LOUIS COUNTRY DAY SCHOOL
 PART OF SECTION 12, TOWNSHIP 45 NORTH, RANGE 5 EAST
 CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI

DRAWN/CHECKED: HWW/SAB

JOB NO. 15-0086

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12/20/2016

H Westfall

HEATHER WELCH-WESTFALL, P.L.S.
 MISSOURI LICENSE NO. PLS-2015000234



SCALE: 1" = 30'



NOTE: RIGHT OF WAY OF WARSON ROAD AND ADJACENT PROPERTY LINES AS SHOWN HEREON ARE BASED ON A SURVEY STRIP MAP PROVIDED TO COLE & ASSOCIATES, INC. BY ABNA (PROJECT NO. 15-6163) DATED 12/31/2015 FOR THE CITY OF CREVE COEUR WARSON ROAD IMPROVEMENT PROJECT STP-5526 (640)

WARSON ROAD (VARIABLE WIDTH)

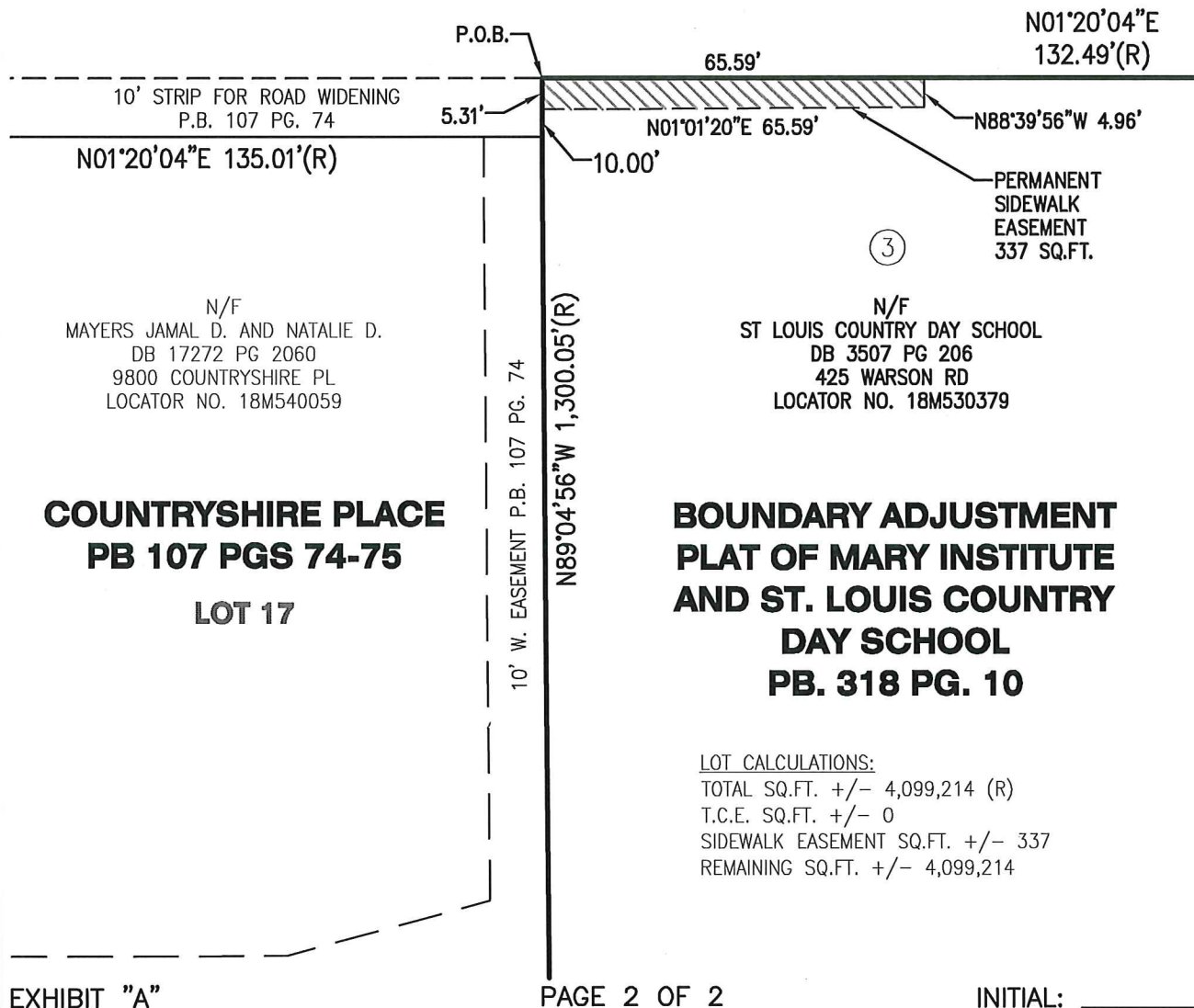


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PERMANENT SIDEWALK EASEMENT

BOUNDARY ADJUSTMENT PLAT OF MARY INSTITUTE AND ST. LOUIS COUNTRY DAY SCHOOL
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12/20/2016

Heather Welch-Westfall

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 MISSOURI LICENSE NO. PLS-2015000234



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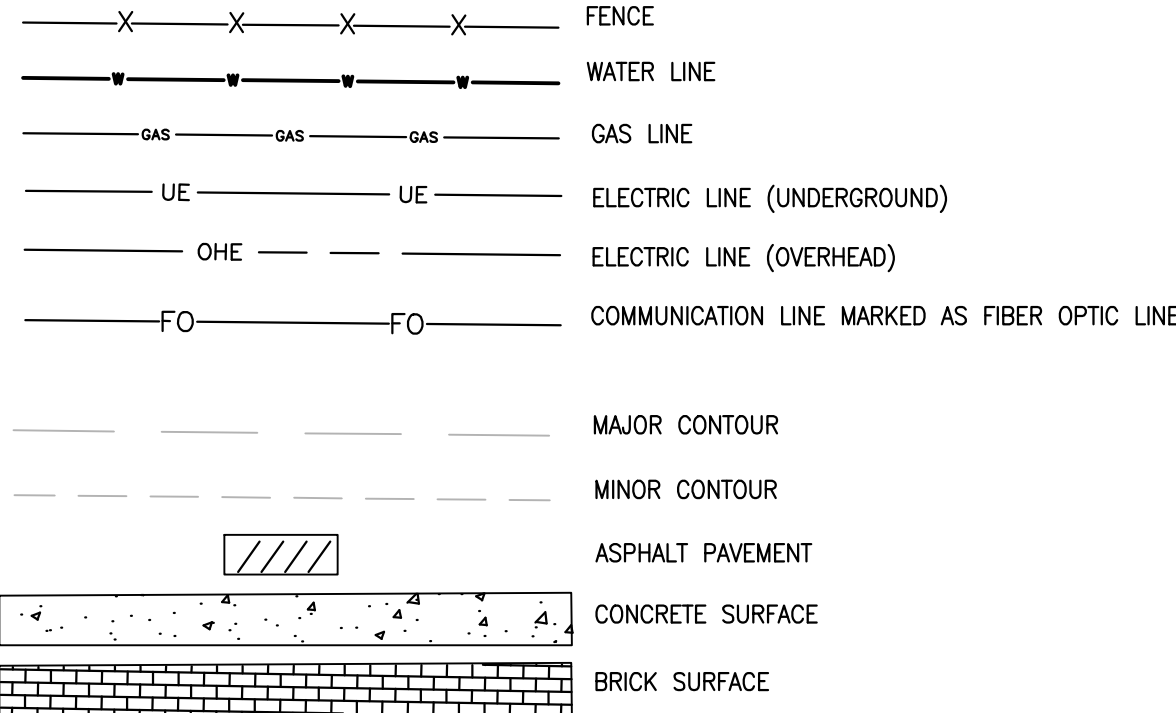
WARSON ROAD IMPROVEMENT PROJECT

STP-5526(640)

(SOUTH OF COUNTRYSHIRE PLACE TO OLIVE BLVD)

SITE IMPROVEMENT PLANS

LEGEND



SURVEY NOTES

- SEVERAL OF THE UTILITIES HAVE BEEN COVERED OVER WITH ASPHALT AND THEIR LOCATIONS SHOULD BE CONSIDERED APPROXIMATE.
- ALL UNDERGROUND UTILITIES AND STRUCTURES HAVE BEEN SHOWN BASED ON SURVEYED AND RECORD INFORMATION. THEIR EXACT LOCATION AND EXISTENCE MAY DIFFER FROM ACTUAL CONDITIONS. PRIOR TO CONSTRUCTION A DIGRITE- MISSOURI ONE CALL MUST BE MADE TO MARK LOCATIONS.
- COVER OF GAS LINE FROM AVAILABLE MAPS
- ELEVATION OF OVERHEAD UTILITIES NOT SHOWN

M.S.D. BENCHMARK

14-75 - "L" AT SW CORNER TOP STEP OF WEST ENTRANCE OF LUTHERAN CHURCH; 6' S & 4' E OF SW CORNER STONE EDIFICE; 115' N OF CENTERLINE OLIVE BLVD BETWEEN BONHOMME AND WARSON.

ELEVATION 720.94

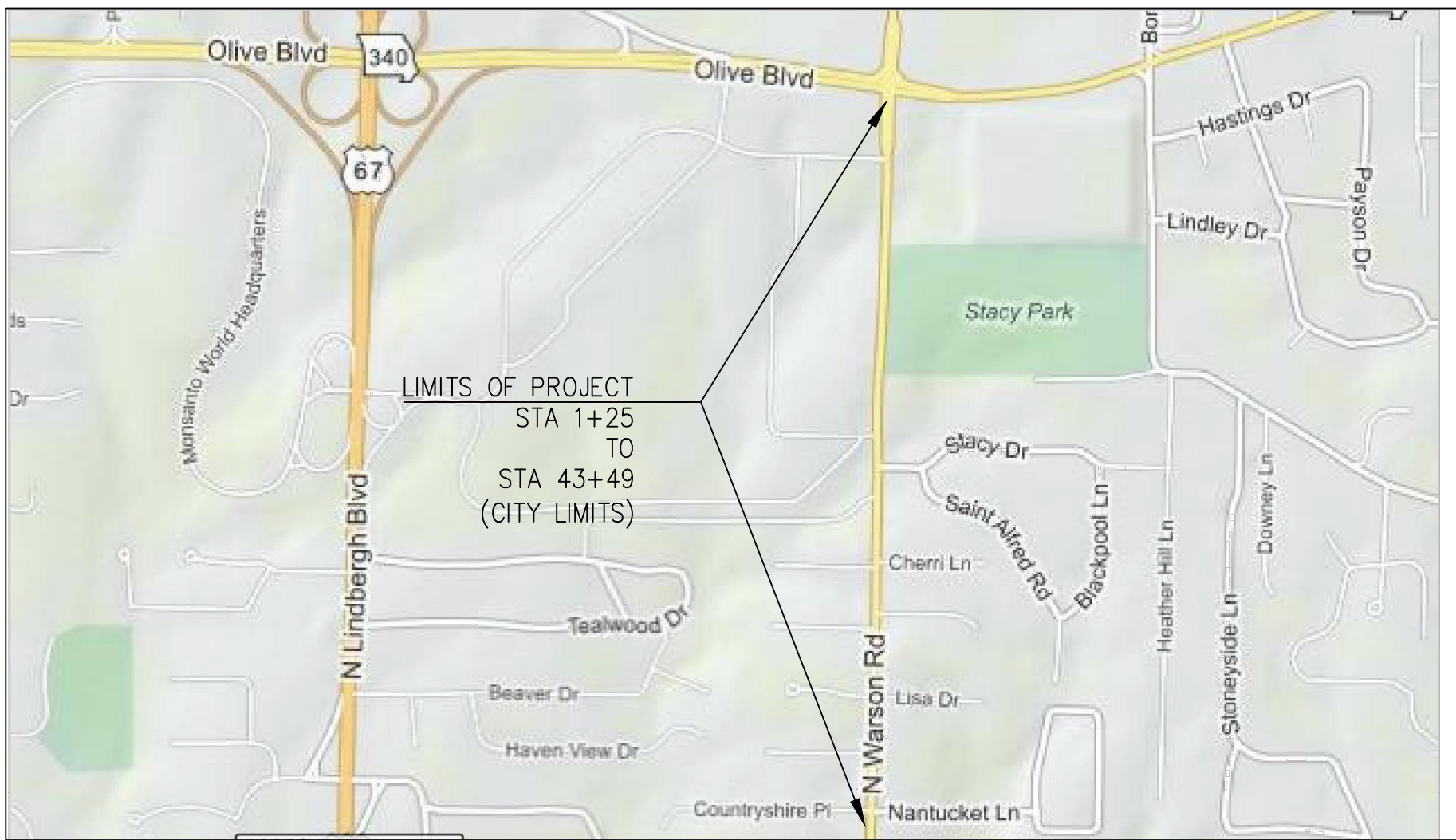
PROJECT BENCHMARKS

TBM 1 - CUT "SQUARE" ON TOP OF CONC CURB ON W SIDE OF WARSON RD; 83'± FROM CENTERLINE OF ENTRANCE TO MCD'S CAMPUS, 12'± FROM CENTERLINE OF WARSON, 4'± FROM SIGN.

ELEVATION 637.97

TBM 2 - "L" ON TOP OF CONC CURB OF PARKING LOT AT SW CORNER IF RELJANCE BANK ON NE CORNER OF OLIVE AND WARSON; 72'± FROM CENTERLINE OLIVE BLVD, 71'± FROM CENTERLINE WARSON, 19'± FROM HYDRANT.

ELEVATION 717.91



LOCATION MAP

N.T.S.

UTILITIES

SEWER SERVICE	=	METROPOLITAN ST. LOUIS SEWER DISTRICT 2350 MARKET ST. ST. LOUIS, MO 63103 PH. (314) 768-6272	GAS SERVICE	=	LACLEDE GAS COMPANY 720 OLIVE ST. ST. LOUIS, MO. 63101 PH. (314) 342-0690
FIRE DISTRICT	=	CREVE COEUR FIRE DEPARTMENT 11221 OLIVE BLVD. CREVE COEUR, MISSOURI 63141 CONTACT: FIRE MARSHAL JASON MCINTOSH PH. (314) 432-5570	ELECTRIC SERVICE	=	AMEREN-UE ELECTRIC COMPANY DORSETT DISTRICT 12121 DORSETT RD. MARYLAND HEIGHTS, MO 63043 CONTACT: ROBERT SCHNELL PH. (314) 344-9575
WATER SERVICE	=	MISSOURI AMERICAN WATER COMPANY (WEST) DISTRICT 1050 RESEARCH BLVD. ST. LOUIS, MO 63132 CONTACT: GINA MYERS PH. (314) 996-2465	PHONE SERVICE	=	AT&T 12930 OLIVE ST. ST. LOUIS, MO 63141 PH. (314) 275-0025
CABLE SERVICE	=	CHARTER COMMUNICATIONS 815 CHARTER COMMONS TOWN & COUNTRY, MO 63107 CONTACT: LARRY SAFIR PH. (636) 220-2174			

ABBREVIATIONS

AI	AREA INLET	L	LENGTH	R	RADIUS
AGGR	AGGREGATE	LP	LOW POINT	R/W	RIGHT OF WAY
ATG	ADJUST TO GRADE	LS	LUMP SUM	RCP	REINFORCE CONCRETE PIPE
BOC	BACK OF CURB	LT	LEFT	RT	RIGHT
C&G	CURB & GUTTER	MAX	MAXIMUM	SHLDR	SHOULDER
CI	CURB INLET	MH	MANHOLE	SSD	STOPPING SIGHT DISTANCE
CL	CENTER LINE	MIN	MINIMUM	STA	STATION
CMP	CORRUGATED METAL PIPE	N/F	NOW OR FORMERLY	SDWK	SIDEWALK
CONC	CONCRETE	NR-PCCP	NON-REINFORCED PORTLAND CEMENT CONCRETE PAVEMENT	T	TANGENT LENGTH
CONST	CONSTRUCTION	NTS	NOT TO SCALE	TBA&F	TO BE ABANDONED & FILLED
D	DEGREE OF CURVE	PC	POINT OF CURVE	TBR	TO BE REMOVED
Δ	INTERIOR ANGLE	PCC	POINT OF COMPOUND CURVE	TBR&R	TO BE REMOVED & REPLACED
DCI	DOUBLE CURB INLET	PDE	PERMANENT DRAINAGE EASEMENT	TBR&REL	TO BE REMOVED & RELOCATED
DND	DO NOT DISTURB	PG	PROFILE GRADE	TEMP	TO BE REMOVED & RELOCATED BY OTHERS
ELEV	ELEVATION	PL	PROPERTY LINE	TSCL	TEMPORARY SLOPE CONSTRUCTION LICENSE
EXIST	EXISTING	PR	PROPOSED	TYP	TYPICAL
FBD	FIRE HYDRANT	PT	POINT OF TANGENT	UIP	USE IN PLACE
FES	FLAT BOTTOM DITCH	PVC	POINT OF VERTICAL CURVE	ULT	ULTIMATE
FH	FLARED END SECTION	PVI	POINT OF VERTICAL INTERSECTION	VERT	VERTICAL
FL	FLOWLINE	PWT	PAVEMENT	W	WIDE
HORIZ	HORIZONTAL	PVT	POINT OF VERTICAL TANGENT	VC	VERTICAL CURVE
HP	HIGH POINT	Q	FLOW		
K	RATE OF VERTICAL CURVATURE				

INDEX

REVISIONS

		1	2	3	4	5	6	7	8	9
C1.0	COVER SHEET									
C2.0	TYPICAL SECTIONS									
C2.1	SUMMARY OF QUANTITIES									
C2.2	SUMMARY OF QUANTITIES									
C3.0	PLAN SHEET									
C3.1	PLAN SHEET									
C3.2	PLAN SHEET									
C4.0	CURB RAMP DETAIL									
C4.1	CURB RAMP DETAIL									
C4.2	CURB RAMP DETAIL									
C4.3	CURB RAMP DETAIL									
C5.0	TRAFFIC CONTROL PLAN									
C6.0	PAVEMENT STRIPING									
C6.1	PAVEMENT STRIPING									
C6.2	PAVEMENT STRIPING									
C6.3	PAVEMENT STRIPING									
C7.0	DETAILS									
C7.1	DETAILS									
C8.0	LANDSCAPE PLAN									
C8.1	LANDSCAPE PLAN									
C9.1	EASEMENTS									
C9.2	EASEMENTS									
C9.3	EASEMENTS									

Shaded plan sheets are not included in this set, but these can be provided if necessary.

PERTINENT DATA

WUNNENBERG'S = PG. 24 GRID S-18
WATERSHED = RIVER DES PERES
FEMA MAP PANEL = 29183C0267 E AND 29189C0192 K,
EFFECTIVE DATE OF FEBRUARY 4, 2015

FLOOD ZONE: ZONE X

PROJECT LENGTH: 4224 FEET

BEGIN STATION: 1+25
END STATION: 43+49

DESIGN CRITERIA

DESCRIPTION	WARSON ROAD
FUNCTIONAL CLASSIFICATION	COLLECTOR
AVERAGE DAILY TRAFFIC (2005 DESIGN)	>1700
DESIGN SPEED (mph) (MIN)	35
GRADE (PERCENT) (MAX)	8%
GRADE (PERCENT) (MIN)	2%
STOPPING SIGHT DISTANCE (ft)	300'
SAG/CREST VERTICAL CURVE (K VALUE) (MIN)	SAG 29/CREST 49
MIN LENGTH OF VERTICAL CURVE (ft)	29'

APPROVED: _____
PUBLIC WORKS DIRECTOR

APPROVAL DATE: _____

UTILITY INFORMATION:

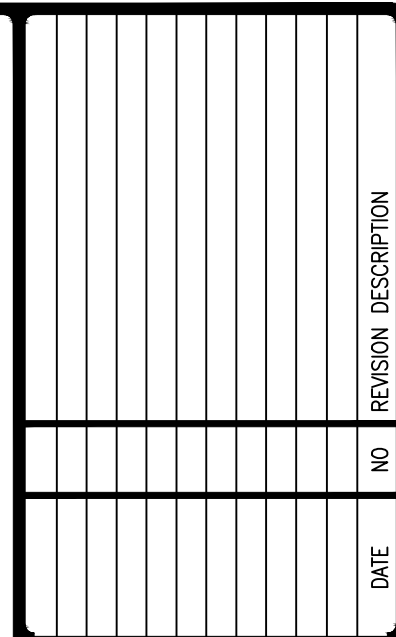
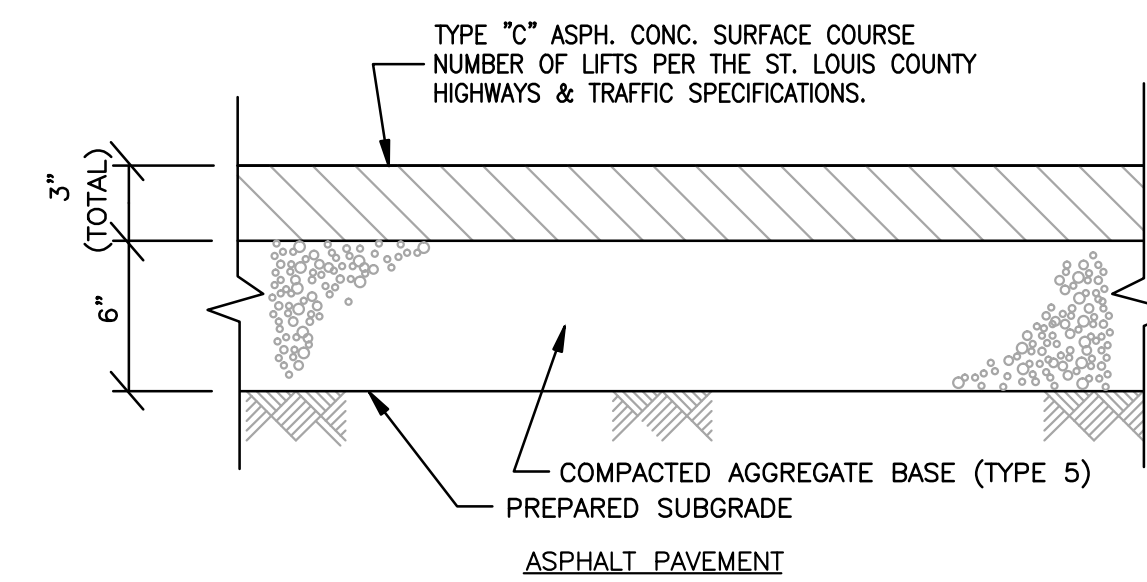
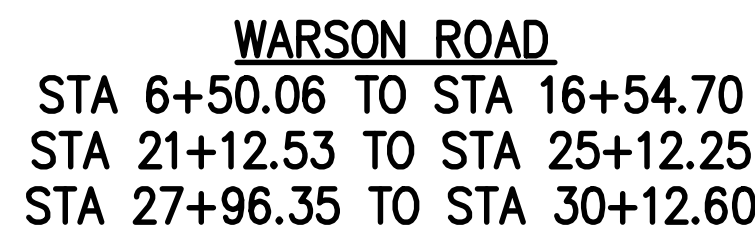
ALL UNDERGROUND UTILITIES SHOWN HAVE BEEN PLOTTED FROM AVAILABLE INFORMATION, AND THEREFORE, THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. THE VERIFICATION OF ALL UTILITIES SHOWN OR NOT SHOWN SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE LOCATED PRIOR TO ANY GRADING OR CONSTRUCTION OF IMPROVEMENTS.



CALL 1-800-DIG-RITE (MISSOURI ONE CALL) TO HAVE LOCATIONS MARKED IN THE FIELD (SUBSCRIBING UTILITIES REQUIRE 48 HOURS NOTICE PRIOR TO CONSTRUCTION).

MSD P-03030666-00 BASE MAP: 17M2, 17M3, 18M2

DESIGN/CALC BY	TDB/MGS
DRAWN BY	TDB/MGS
CHECKED BY	TDB
DRAWING SCALE	AS SHOWN
DATE	02/11/2016
Job Number	15-0086
Sheet Number	C1.0



DEVELOPER/OWNER:
CITY OF CRETE COEUR
#300 N NEW BALLAS ROAD
CRETE COEUR, MISSOURI 63141
PHONE 636-442-2084

CIVIL ENGINEERS
CORPORATE
ENGINEERING
CERTIFICATE
#00145

[Signature]

TIMOTHY G. BAKER
CIVIL ENGINEER
E. NO. 26812

DATE: 7/18/16

STATE OF MISSOURI
TIMOTHY
D. BAKER
NUMBER
E-26812
PROFESSIONAL ENGINEER

**WARSON ROAD
IMPROVEMENT PROJECT
STP-5526 (640)
CREVE COEUR, MISSOURI
TYPICAL SECTIONS**

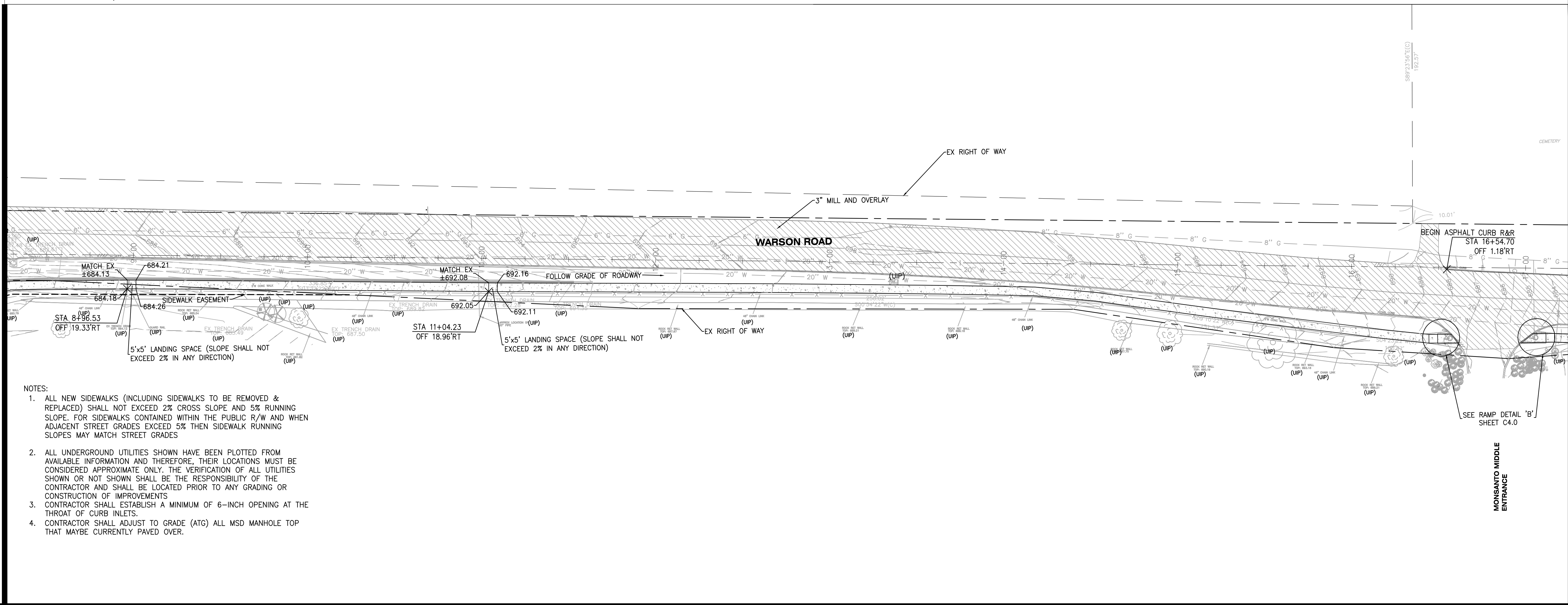
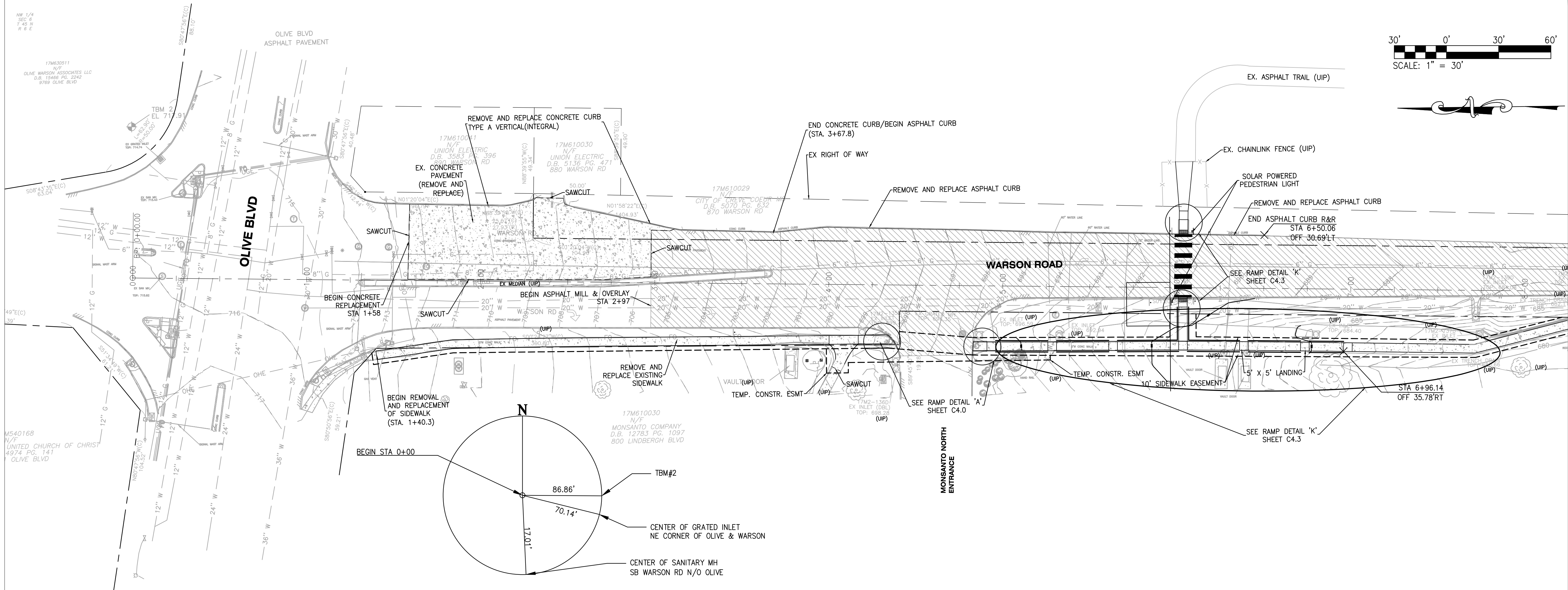
cole

+ ST. CHARLES
1320 S. Fifth Street
Suite 307
St. Charles, MO 63303
636.978.7508 / www.colearch.com

CIVIL ENGINEERING / SURVEYING / PLANNING / LANDSCAPE ARCHITECTURE
Cole & Associates, Inc.

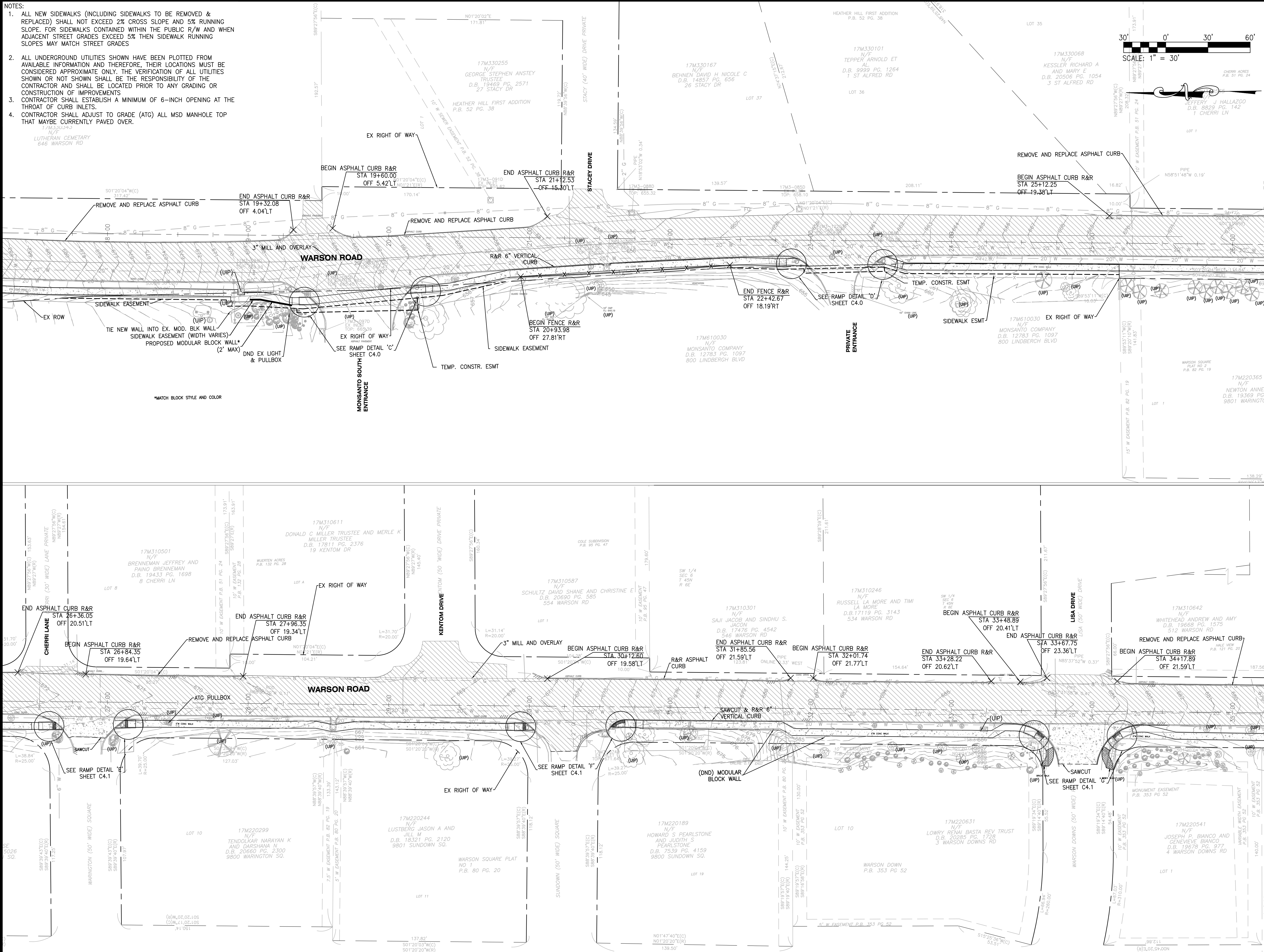
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DRAWN BY	TDB/MCS
CHECKED BY	TDB
DRAWING SCALE	AS SHOWN
DATE	02/11/2016
Job Number	
15-0086	
Sheet Number	

C2.0

[illegible]

MATCHLINE STA. 26+25

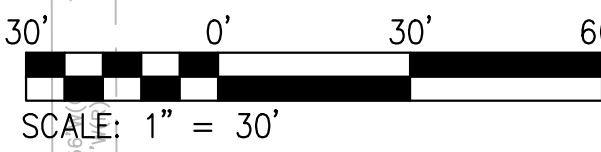
MATCHLINE STA. 17+25



MATCHLINE STA. 35+25

MATCHLINE STA. 26+25

- NOTES:
1. ALL NEW SIDEWALKS (INCLUDING SIDEWALKS TO BE REMOVED & REPLACED) SHALL NOT EXCEED 2% CROSS SLOPE AND 5% RUNNING SLOPE. FOR SIDEWALKS CONTAINED WITHIN THE PUBLIC R/W AND WHEN ADJACENT STREET GRADES EXCEED 5% THEN SIDEWALK RUNNING SLOPES MAY MATCH STREET GRADES
 2. ALL UNDERGROUND UTILITIES SHOWN HAVE BEEN PLOTTED FROM AVAILABLE INFORMATION AND THEREFORE, THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. THE VERIFICATION OF ALL UTILITIES SHOWN OR NOT SHOWN SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE LOCATED PRIOR TO ANY GRADING OR CONSTRUCTION OF IMPROVEMENTS
 3. CONTRACTOR SHALL ESTABLISH A MINIMUM OF 6-INCH OPENING AT THE THROAT OF CURB INLETS.
 4. CONTRACTOR SHALL ADJUST TO GRADE (ATG) ALL MSD MANHOLE TOP THAT MAYBE CURRENTLY PAVED OVER.



USD P-030866-00

BASE MAP: 17M2, 17M3, 18M2

DESIGN/CALC BY
TDB/MGS

DRAWN BY
TDB/MGS

CHECKED BY
TDB

DRAWING SCALE
AS SHOWN

DATE
02/11/2016

Job Number
15-0086

Sheet Number
C3.1

WARSON ROAD
IMPROVEMENT PROJECT

STP-5526 (640)

CREVE COEUR, MISSOURI

PLAN SHEET

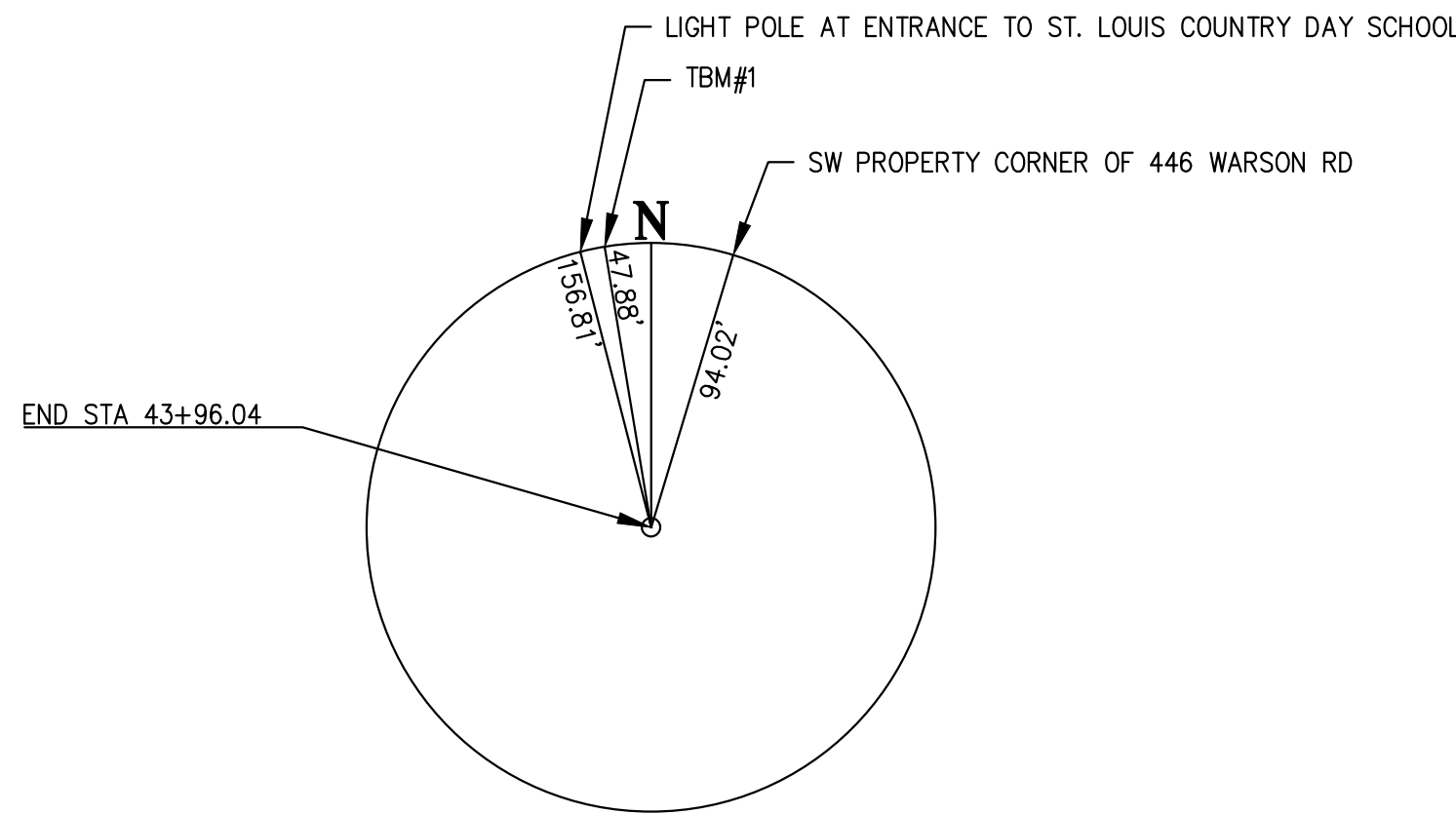
CITY OF CREVE COEUR
1830 N NEW BALLAS ROAD
CREVE COEUR, MISSOURI 63441
PHONE 636-442-2004

DEVELOPER/OWNER:

CIVIL ENGINEERS
CORPORATE
CERTIFICATE
NUMBER 100101
TIMOTHY D. BAKER
P.E. 26812

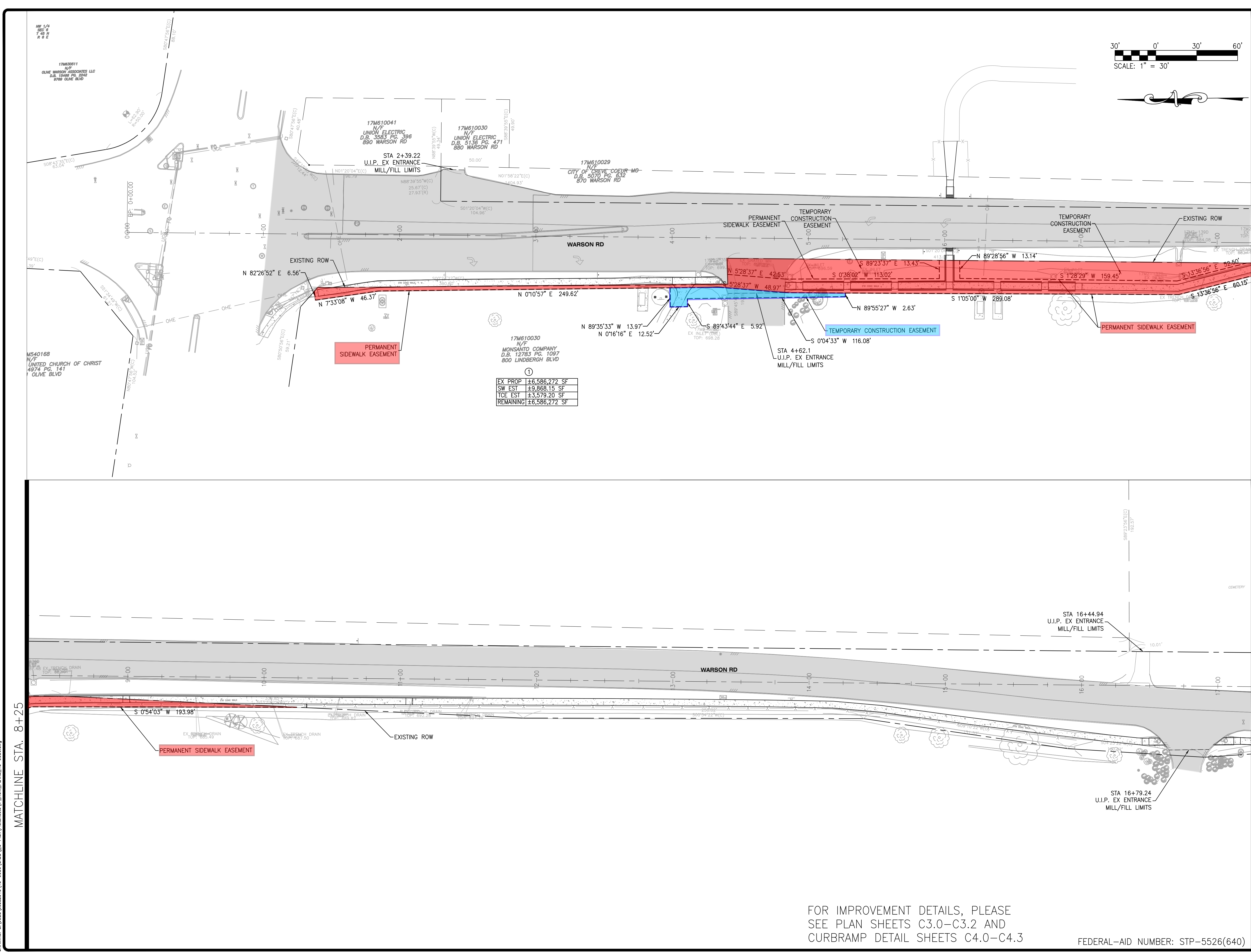
THE PROFESSIONAL WHOSE SIGNATURE AND PERSONAL SEAL APPEAR HEREON ASSUMES RESPONSIBILITY ONLY FOR WHAT APPEARS ON THIS PAGE, AND DISCLAIMS ANY LIABILITY FOR ANY OTHER PARTS OF THE PROJECT. NO INSTRUMENTS OR SPECIFICATIONS, ESTIMATES, REPORTS, OR OTHER DOCUMENTS OF ANY KIND, SHALL BE USED IN ANY PART OF THE PROJECT TO WHICH THIS PAGE REFERS.

DATE: 11/18/16



NOTES:

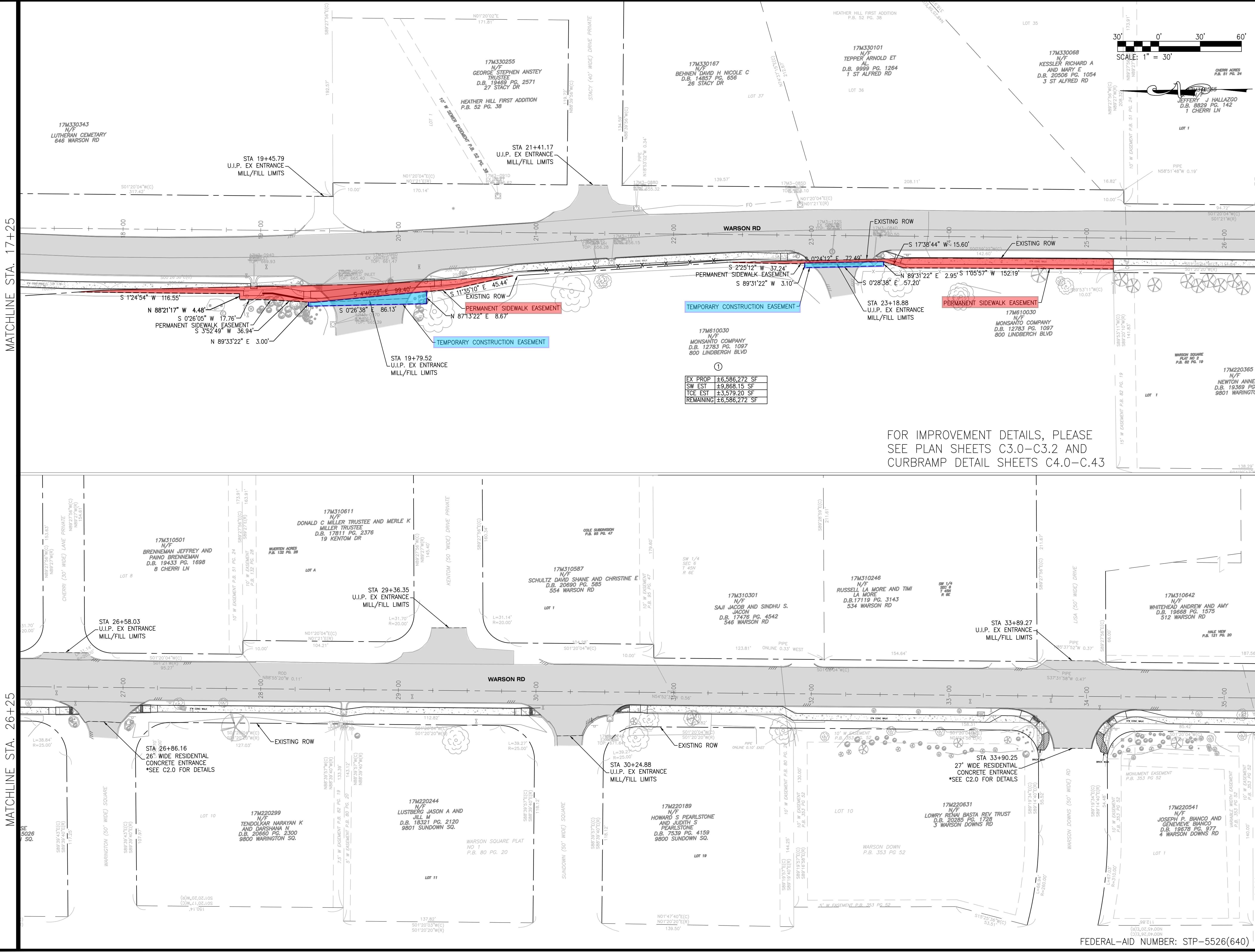
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FOR IMPROVEMENT DETAILS, PLEASE
SEE PLAN SHEETS C3.0-C3.2 AND
CURBRAMP DETAIL SHEETS C4.0-C4.3

FEDERAL-AID NUMBER: STP-5526(640)

[illegible]



FOR IMPROVEMENT DETAILS, PLEASE
SEE PLAN SHEETS C3.0-C3.2 AND
CURBRAMP DETAIL SHEETS C4.0-C.43

FEDERAL-AID NUMBER: STP-5526(640)

MATCHLINE STA. 26+25

MATCHLINE STA. 35+25

USD P-030866-00

BASE MAP: 17M2, 17M3, 18M2

DESIGN/CALC BY
TDB/MGS

DRAWN BY
TDB/MGS

CHECKED BY
TDB

DRAWING SCALE
AS SHOWN

DATE
02/11/2016

Job Number
15-0086

Sheet Number
C9.2

WARSON ROAD
IMPROVEMENT PROJECT
STP-5526 (640)
CREVE COEUR, MISSOURI
EASEMENTS

+ ST. CHARLES
1520 S. Fifth Street
Suite 307
St. Charles, MO 63303
636.978.7508 tel
636.978.7508 fax

cole
CIVIL ENGINEERING / SURVEYING / PLANNING / LANDSCAPE ARCHITECTURE
COLE & ASSOCIATES, INC.

DEVELOPER/OWNER:
CITY OF CREVE COEUR
4300 N NEW BALLAS ROAD
CREVE COEUR, MISSOURI 63141
PHONE 834-442-2044

CIVIL ENGINEERS
CORPORATE
SEAL
TIMOTHY B. BAKER
D.B. 19852
E-26812
PROFESSIONAL
DATE: 11/18/16

CITY OF CREVE COEUR, MO. 1969

THE PROFESSIONAL WHOSE SIGNATURE AND PERSONAL SEAL APPEAR HEREON ASSUMES RESPONSIBILITY ONLY FOR WHAT APPEARS ON THIS PAGE AND DISCLAIMS ANY LIABILITY FOR ANY OTHER INFORMATION OR INSTRUMENTS NOT SPECIFICATIONS, ESTIMATES, REPORTS, OR OTHER DOCUMENTS OF INSTRUMENTS NOT SEALED BY THE UNDERSIGNED PROFESSIONAL RELATING TO OR INTENDED TO BE USED FOR ANY PART OR PARTS OF THE PROJECT TO WHICH THIS PAGE RELATES.



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

Meeting: 02/13/17 07:00 PM
Department: Planning and Zoning Commission
Category: Ordinance
Prepared By: Whitney Kelly
Department Head: Jason Jaggi

SCHEDULED

ORDINANCE

Bill No. 5640 - an Ordinance Authorizing the Issuance of a New Conditional Use Permit for a 1,845 Square-Foot Eating and Drinking Establishment, Symbowl, Located at 11623 Olive Boulevard, Unit 1 Within the Cityplace Mixed-Use/Retail Development. First Reading

Peter Conant, of Conant Design Architect, on behalf of Greg Owens, of Symbowl Creve Coeur, has submitted an application for a new conditional use permit for a 1, 845 sq. ft., limited service restaurant (NAICS 722513) with 46 indoor seats, at 11623 Olive Boulevard, Unit 1 within the CityPlace Retail Center, in a portion of the former FedEx tenant space. The subject property is zoned CB, Core Business District. All limited-service restaurants (NAICS 722513) are permitted as a conditional use with review and approval by the City Council upon the recommendation of the Planning and Zoning Commission.

Ordinance

Meeting of February 13, 2017

BILL NO. 5640

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF A NEW CONDITIONAL USE PERMIT FOR A 1,845 SQUARE-FOOT EATING AND DRINKING ESTABLISHMENT, SYMBOWL, LOCATED AT 11623 OLIVE BOULEVARD, UNIT 1 WITHIN THE CITYPLACE MIXED-USE/RETAIL DEVELOPMENT

WHEREAS, under Section 405.370(C), all eating and drinking places in the “CB”, Core Business zoning district require the issuance of a conditional use permit as provided in Section 405.1070, Conditional Use Permits; and

WHEREAS, an application was submitted by Peter Conant, of Conant Design Architect, on behalf of Greg Owens, of Symbowl Creve Coeur, for a new conditional use permit for a 1, 845 sq. ft., limited service restaurant (NAICS 722513) with 46 indoor seats, at 11623 Olive Boulevard, Unit 1 within the CityPlace Retail Center, in a portion of the former FedEx tenant space; and

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Monday, February 6, 2017, 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 February 6, 2017; 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. 5640

ORDINANCE NO. _____

Section 1: A Conditional Use Permit is authorized to be issued pursuant to Section 3 hereof for the operation of a restaurant located at 11623 Olive Boulevard, Unit 1, in the "CB" Core Business zoning district, within the CityPlace Retail Development, whose legal description is as follows:

Unit 1 of Cityplace Condominium, a Retail Center Condominium, according to the plat thereof recorded in the Plat Book 274 page 48 of the St. Louis County, Missouri Records, together with the undivided share of the common elements appurtenant thereto, all according to and more particularly described in the Declaration of Condominium and By-Laws recorded in Book 8297 page 734 and subsequent amendments recorded in Book 8314 page 437, Book 8735 page 285, Book 8735 page 298, and Book 13451 page 182.

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

1. The Conditional Use Permit shall be for the operation of a 1,845 square foot eating and drinking establishment at 11623 Olive Boulevard, Unit 1.
2. Maximum seating permitted is limited to 46 indoor seats. The Zoning Administrator may authorize additional outdoor seating, based up review of an outdoor seating plan to ensure all relevant Zoning and Building Codes are adequately addressed.
3. Hours of operation shall be 11:00 a.m. to 10:00 p.m., Monday through Saturday, and 11:00 a.m. to 9:00 p.m. Sunday. Additional business hours may be permitted with the Zoning Administrator's approval including, but not limited to, the catering of special events.
4. Employee parking, delivery and company vehicles shall be parked behind the complex within the service area or structured parking deck in conformance with the CityPlace management's operational requirements.
5. Outdoor speakers may be used in the patio area only and shall not produce any sound exceeding 60dB at a straight-line distance of 100 feet or greater.
6. All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code, and in substantial compliance with the CityPlace Master Sign Plan as provided by Ordinance No. 5386.
7. The restaurant shall use a tempered makeup air system. Such system shall be regularly cleaned and maintained in order to reduce cooking smells.
8. Any mechanical equipment installed for the site shall be properly screened with approved materials.
9. 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.
10. 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.
11. 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.

BILL NO. 5640

ORDINANCE NO. _____

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

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

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

ADOPTED THIS ____ DAY OF _____, 2017.

ELLEN LAWRENCE
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2017.

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 #17-006 FOR A CONDITIONAL USE PERMIT FOR A SYMBOLL RESTAURANT WITHIN CITYPLACE RETAIL AT 11623 OLIVE BOULEVARD, UNIT 1

FOR THE MEETING OF: Monday, February 6, 2017.

LOCATION: 11623 Olive Boulevard, Unit 1, within CityPlace Retail development.

REQUEST: Peter Conant, of Conant Design Architect, on behalf of Greg Owens, of SymbolL Creve Coeur, has submitted an application for a new conditional use permit for a 1, 845 sq. ft., limited service restaurant (NAICS 722513) with 46 indoor seats, at 11623 Olive Boulevard, Unit 1 within the CityPlace Retail Center, in a portion of the former FedEx tenant space.

ADDITIONAL INFORMATION: The subject property is zoned CB, Core Business District. All limited-service restaurants (NAICS 722513) are permitted as a conditional use with review and approval by the City Council upon the recommendation of the Planning and Zoning Commission. The Applicant is not pursuing any changes to the exterior of the building or site. Staff has included a condition of approval that the addition of outdoor seating maybe reviewed and approved at Staff level, with review of a site plan for Building Code compliance and all applicable Zoning Code review, without the need to amend the ordinance.

Key Issues:

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

Comp. Plan References

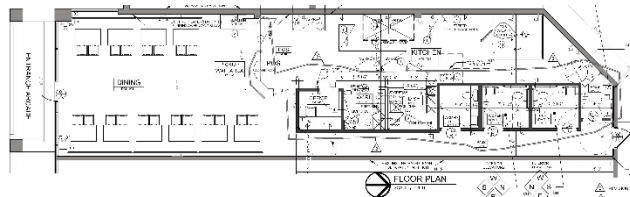
- Central Business District

Zoning Code References

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

APPLICANTS: Greg Owens
 SymbolL Creve Coeur
 1126 Bopp Rd.
 St. Louis, MO 63131

APPLICANT'S REPRESENTATIVE: Peter Conant
 Conant Design Architect
 1325 Warson Place
 St. Louis, MO 63119



REPORT PREPARED BY: Whitney Kelly, AICP, City Planner

DATE: 1/31/2017

ATTACHMENTS: Applicant's Materials received January 6, 2017 and revised floorplan received January 31, 2017
 Draft Ordinance

LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

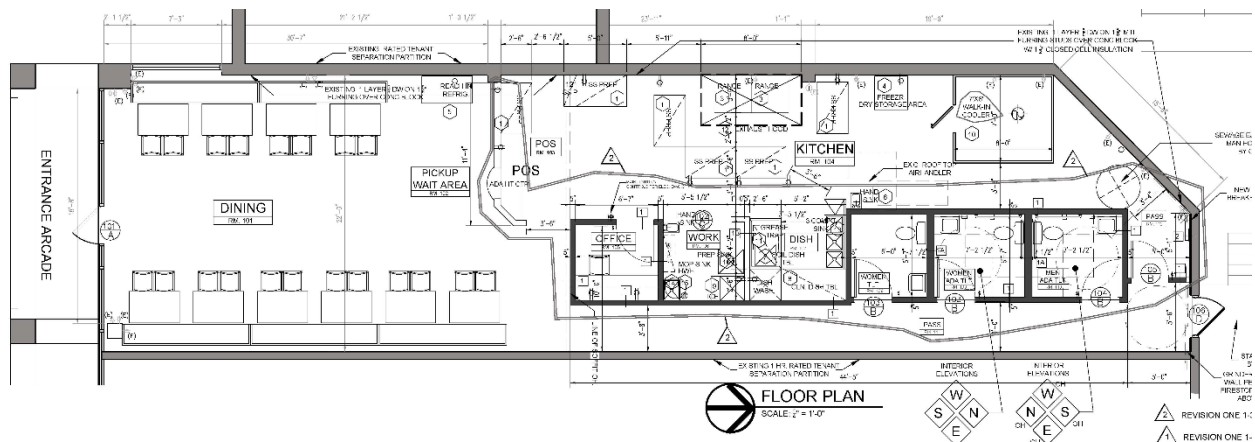
DIRECTION	USE	ZONED	SEPARATED BY
North	Office Buildings	"CB" Core Business	N/A
South	Retail	"CB" Core Business	Olive Boulevard
East	Retail	"CB" Core Business	City Place Drive
West	Retail	"CB" Core Business	NA

COMPREHENSIVE PLAN REVIEW

The subject property is located within the Central Business District that encourages a mix of uses, including retail, residential, government, and park uses. The Applicant will be filling a portion of a vacant tenant space within the CityPlace Retail Center. Therefore, the request meets with the Goals and Objectives of the Comprehensive Plan, in as much as this project can provide.

ZONING REVIEW

Restaurants are permitted with conditions in all commercial zoning districts within the city, and the applicant is leasing an existing tenant space within the CityPlace Retail/Mixed-Use Development that includes a mixture of retail and second floor offices. No changes to the exterior of the building or site have been requested. At this time, the Applicant is proposing a maximum of 46 indoor seats.



Use Intensity:

Section 405.470(14)(b) limits food services and drinking places to no more than 40% of the building square footage collectively in the "CB", "PO", "PC" and "LI" Districts for properties that are less than two acres. The CityPlace Mixed-Use/Retail site is 4.29 acres, thus the limit on restaurant square footage within the building does not apply.

Parking:

In November of 2009, the owners of CityPlace entered into a campus-wide comprehensive reciprocal easement agreement (REA) providing for shared parking amongst all CityPlace subdivided parcels. The Retail/Mixed Use complex parking is provided through the operational requirements where all tenants within the retail/mixed use complex require employees to park behind the complex where there are three structured parking facilities within 100 feet, easily

accessible to employees and patrons, where no less than 62 available spaces are designated for the retail use. The parking decks for CityPlace 1 (West) and CityPlace 3 have a combined 918 parking spaces, and the parking deck for CityPlace 1 (East) holds an additional 447 parking spaces.

Parking regulations for restaurants are discussed under Section 405.820(F)(5) Required Off-Street Parking Spaces: One (1) parking space per every three (3) seats of maximum occupancy recorded under the conditional use permit plus one (1) parking space per every two hundred fifty (250) square feet of total building floor area plus one (1) parking space per each eight (8) seats in an outdoor seating area. Based on this, the required parking for Symbowl Restaurant is 23 parking spaces. The surface lot in front of the retail development provides for 281 parking spaces for the retail customers and there are the 62 spaces available in the parking garages under the REA. Also, delivery and company vehicles of the Retail/Mixed Use development are required to park behind the complex within the parking decks.

As discussed in prior applications within this center, it is anticipated that many of the lunch time patrons would be employees of the offices within the CityPlace complex, and parking for those individuals are accounted for within the REA. The complex nature of the shared parking dynamic makes it difficult to account for each tenant's parking allotment, but the significant quantity of parking and Staff observations of the site indicate that there should not be a problem created by this tenant.

Should the Applicant wish to add additional outdoor dining, Staff has included a condition of approval that the Zoning Administrator would have the ability to authorize such additional seating without the need to revise the Ordinance, based up review of an outdoor seating plan to ensure adequate pedestrian access is provided, and all other Zoning Code and Building Code requirements are met.

RECOMMENDATION

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

1. The Conditional Use Permit shall be for the operation of a 1,845 square foot eating and drinking establishment at 11623 Olive Boulevard, Unit 1.
2. Maximum seating permitted is limited to 46 indoor seats. The Zoning Administrator may authorize additional outdoor seating, based up review of an outdoor seating plan to ensure all relevant Zoning and Building Codes are adequately addressed.
3. Hours of operation shall be 11:00 a.m. to 10:00 p.m., Monday through Saturday, and 11:00 a.m. to 9:00 p.m. Sunday. Additional business hours may be permitted with the Zoning Administrator's approval including, but not limited to, the catering of special events.
4. Employee parking, delivery and company vehicles shall be parked behind the complex within the service area or structured parking deck in conformance with the CityPlace management's operational requirements.
5. Outdoor speakers may be used in the patio area only and shall not produce any sound exceeding 60dB at a straight-line distance of 100 feet or greater.

6. All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code, and in substantial compliance with the CityPlace Master Sign Plan as provided by Ordinance No. 5386.

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 #17-006 for a Conditional Use Permit for an eating and drinking establishment for Symbowl Creve Coeur located at 11623 Olive Boulevard, Unit 1 subject to the conditions contained in the draft ordinance attached to the staff report dated February 6, 2017” (conditions may be added, eliminated, or modified by preceding motion).

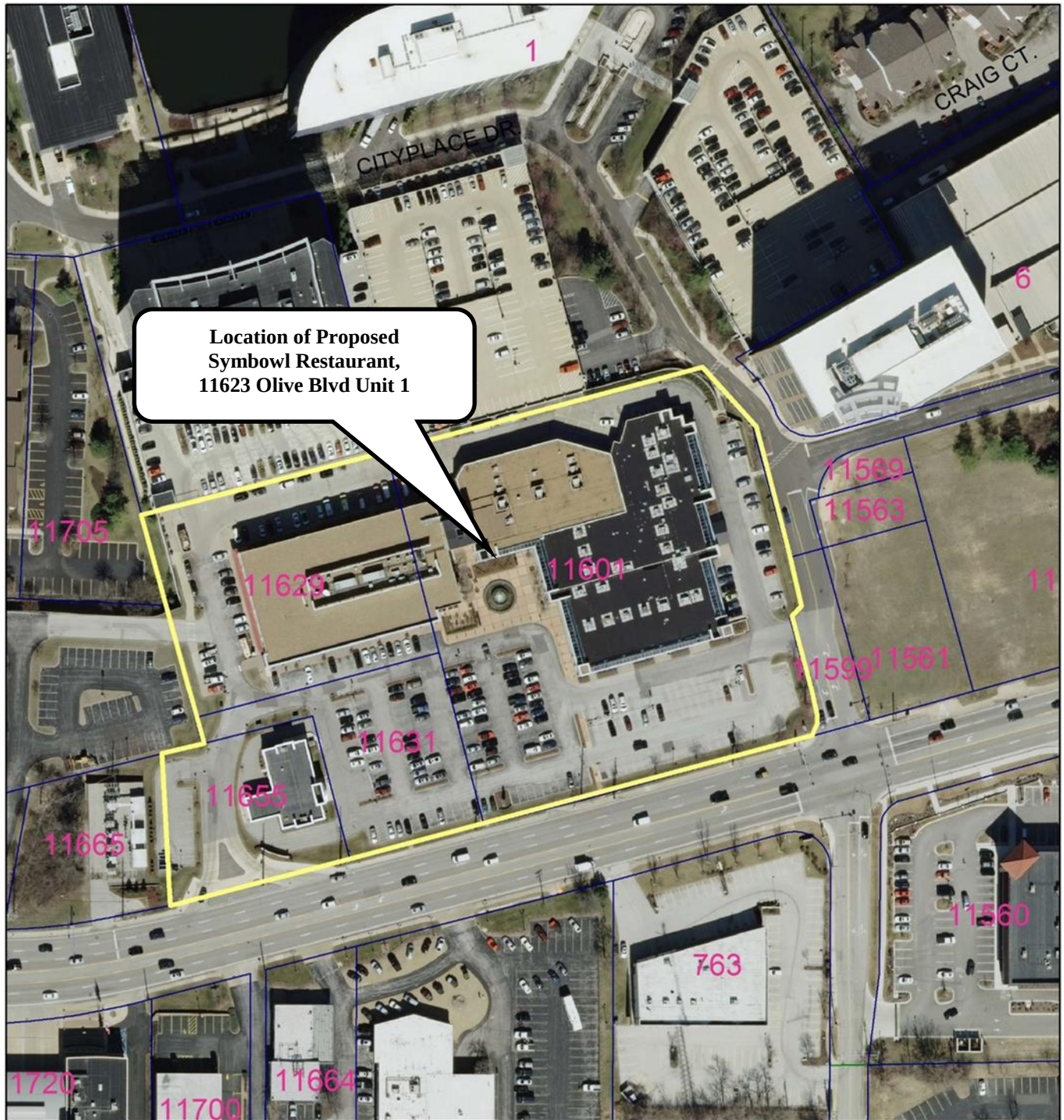
APPENDIX 1: COMPREHENSIVE PLAN, INCLUDING DESIGN GUIDELINES

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.

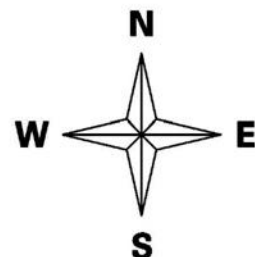
APPENDIX 3: AERIAL PHOTO



Property lines



CityPlace Mixed-Use / Retail Development



APPENDIX 4: SITE PHOTOGRAPHS

Photo Date: 1/31/2017



Description: View looking north at the proposed tenant space from the drive aisle.



Description: View looking northwest at the proposed tenant space from the courtyard.

SYMBOWL CREVE COEUR

1-06-2017

City of Creve Coeur

Planning Division

300 North New Ballas Road

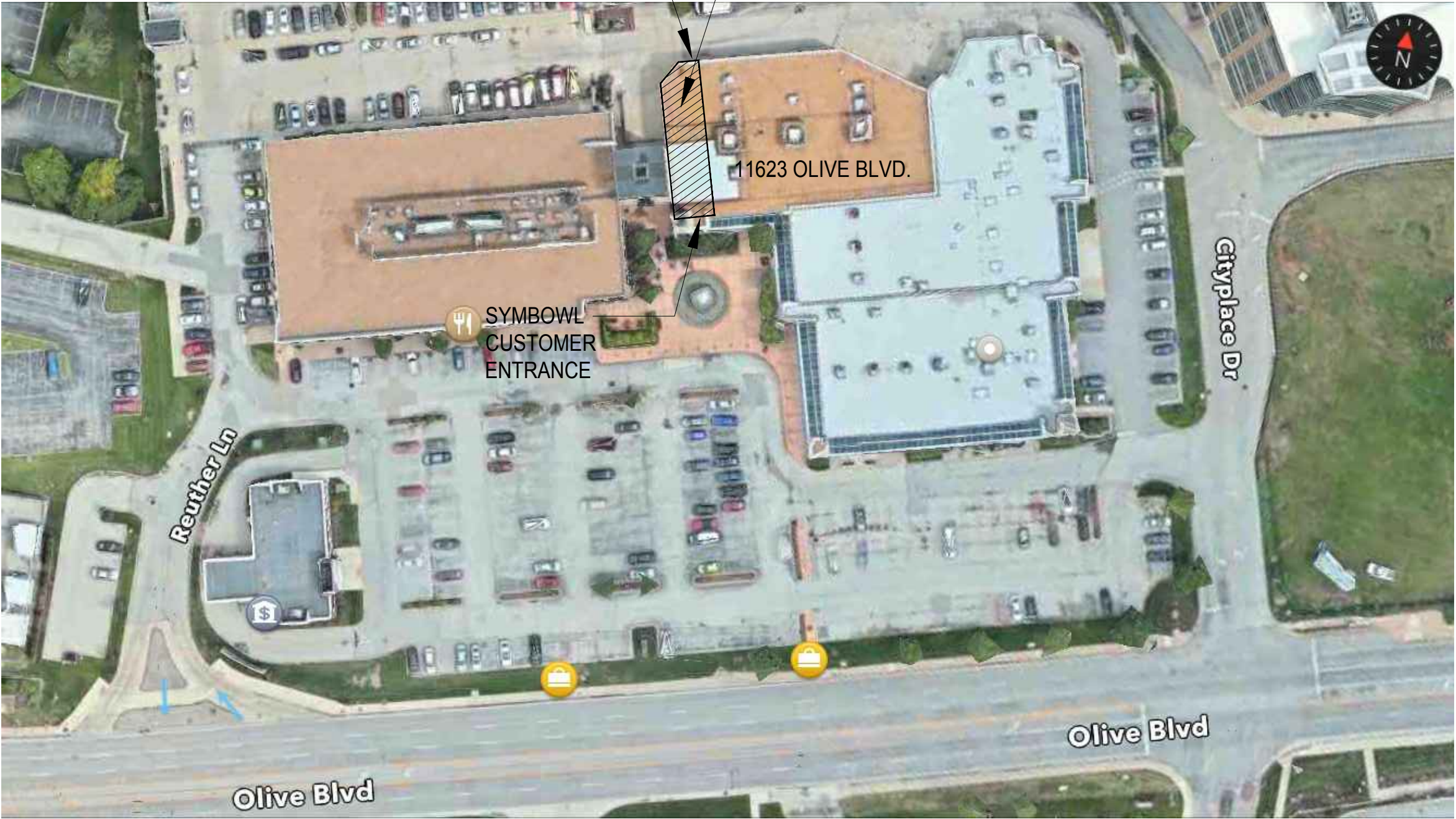
Creve Coeur, MO 63141

Project Rationale-

Symbowl Restaurant will be opening a new location at 11623 Olive St. Blvd, occupying the presently vacant Unit #1 of Cityplace Condominium. The Cityplace shopping center exists as a commercial retail shopping center, comprised of various retail shopping and dining establishments. SymBowl acknowledges that the change in occupancy, which is resulting in the need for this conditional use permit, brings along with it responsibilities to meet and maintain health and safety code requirements of a dining establishment. Fulfilling these requirements will ensure that the Symbowl restaurant can effectively coexist with their non-eating establishment neighbors. Furthermore, SymBowl will add a unique health food alternative to the mix of typical dine-in and takeout food options, therefore, not being in direct competitive conflict with neighboring food establishments.

The foot traffic levels are not expected to differ significantly than when this space was previously occupied by the Kinkos-Fedex business center. Given that the exterior facade, sidewalks, and parking lots will remain unchanged, the introduction of this new establishment will have minimal impact on surrounding residences and business, other than another reason for the consumer to visit the City Place shopping center, which benefits all the Cityplace tenants.

Respectfully,
Greg Owen and Becky Schoenig
MySymBowl.com



SITE PLAN

SCALE: 1/32" = 1'-0"



ARCHITECT: PETER D. CONANT
MO AR 007596
St. Louis, MO 63119
Phone: 314-398-7013
E-mail: pconant122@gmail.com

OWNER:
GREG OWENS
CHEF/OWNER

TENANT SPACE RENOVATION FOR
SYMBOWL
UNIT 1 11623 OLIVE ST. BLVD.
CREVE COEUR, MO 63141

Date: 1/06/2017

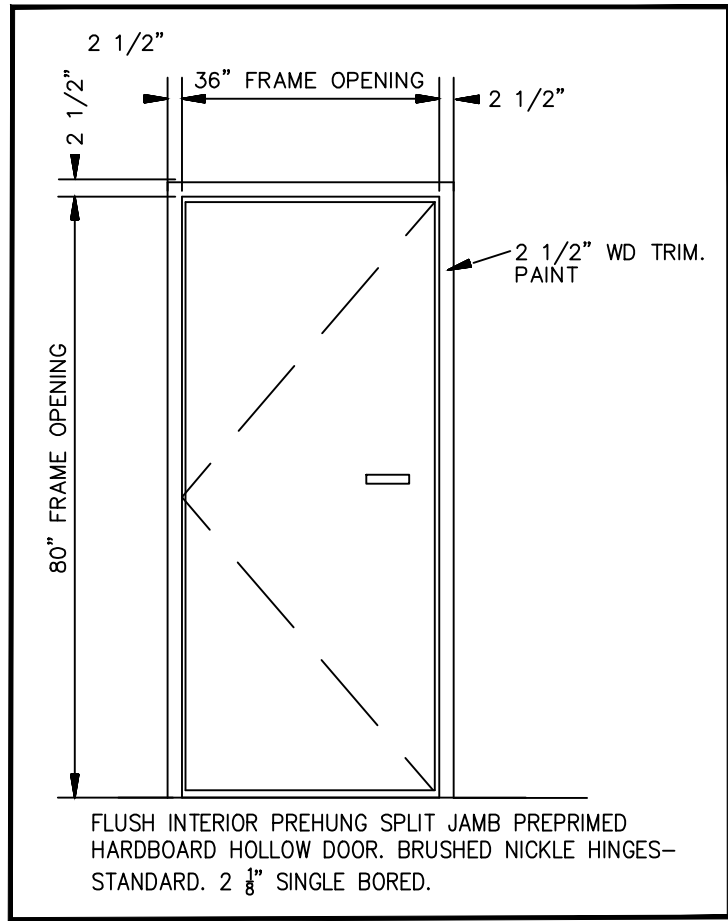
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C-1

1 of 2

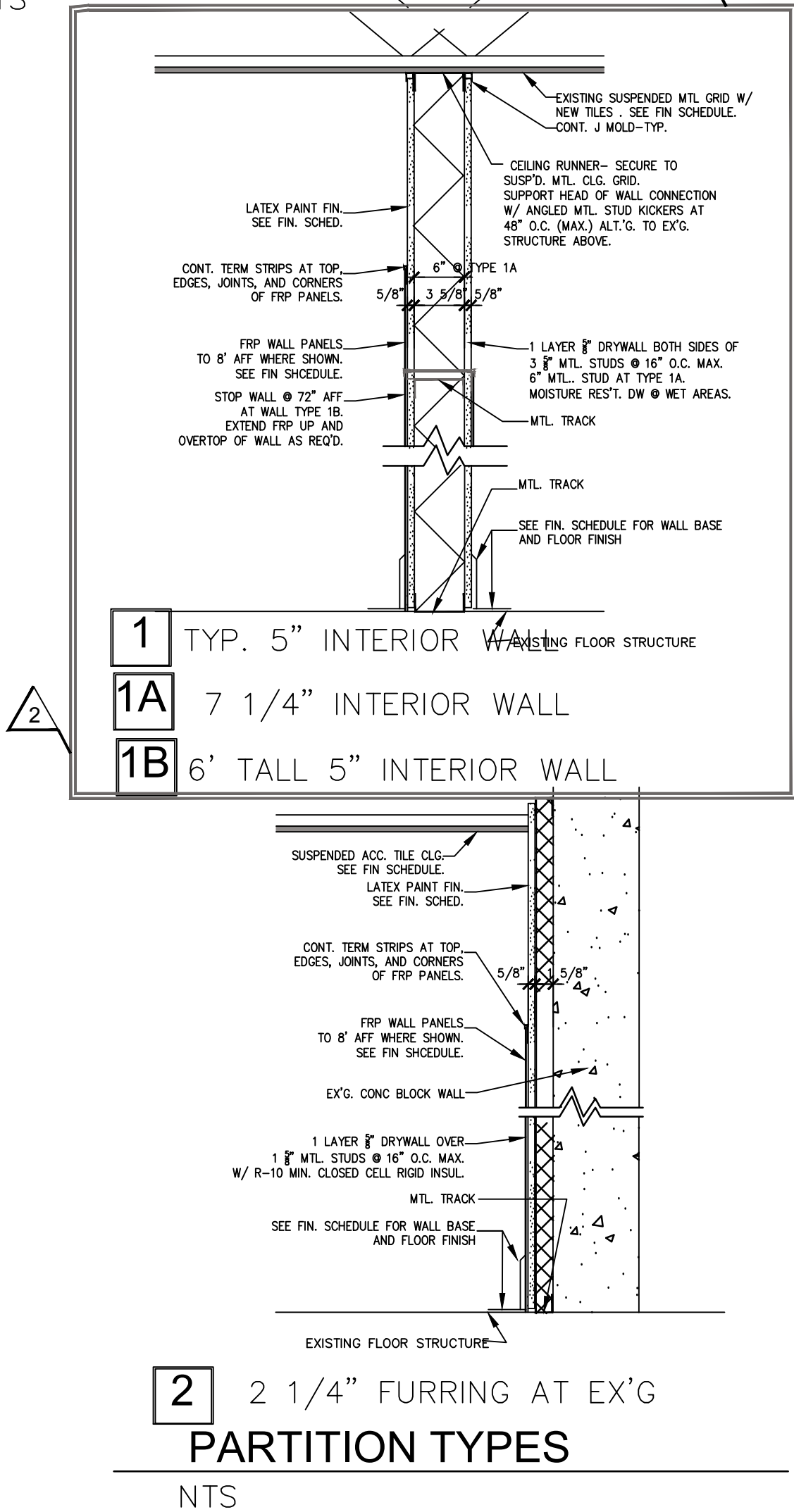
DOOR SCHEDULE									
EXISTING DOOR NO.	DOOR SIZE	DOOR TYPE	DOOR MAT'L	HW/R TYPE	FRAME GROUP	LABEL	DETAIL	REMARKS	
LOWER LEVEL									
101	3'-0" x 7'-0"	—	MTL/GLS	—	—	—	—	EXISTING	
102	3'-0" x 6'-8"	①	HM	A	—	—	—		
103	3'-0" x 6'-8"	②	HM	A	—	—	—		
104	3'-0" x 6'-8"	①	HM	A	—	—	—		
105	3'-0" x 6'-8"	①	HM	A	—	—	—		
106	3'-0" x 7'-0"	—	HM	—	—	—	—	EXISTING	

HARDWARE SCHEDULE			DESCRIPTION	
MARK	PROVIDED BY	INSTALL BY		
Ⓐ			VERIFY IF EXISTING HARDWARE IS A SUITABLE ENTRY LOCK. REKEY AS REQUIRED BY TENANT. IF NEW IS REQUIRED, PROVIDE: CLOSER, MORTISED CYLINDER WITH INTERCHANGEABLE CORE COORDINATE WITH LOCKSET MECHANISM. OPERATE FROM OUTSIDE BY KEY AND INSIDE BY LATCH.	
Ⓑ	G.C.	G.C.	1-1/2 PAIR HINGES, MUTES, PRIVACY, CLOSER, AND FLOOR STOP.	
Ⓒ	G.C.	G.C.	1-1/2 PAIR HINGES, MUTES, LOCKSET, AND FLOOR STOP.	
Ⓓ			EXISTING HM DOOR W/ EX'G PANICK PUSH BAR.	



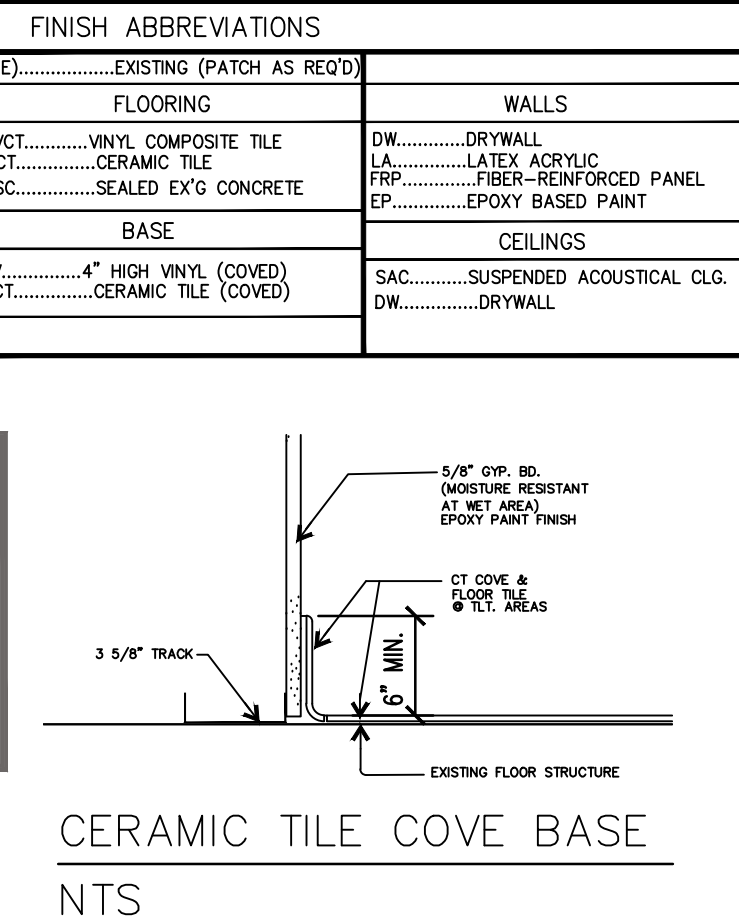
DOOR TYPE A

NTS



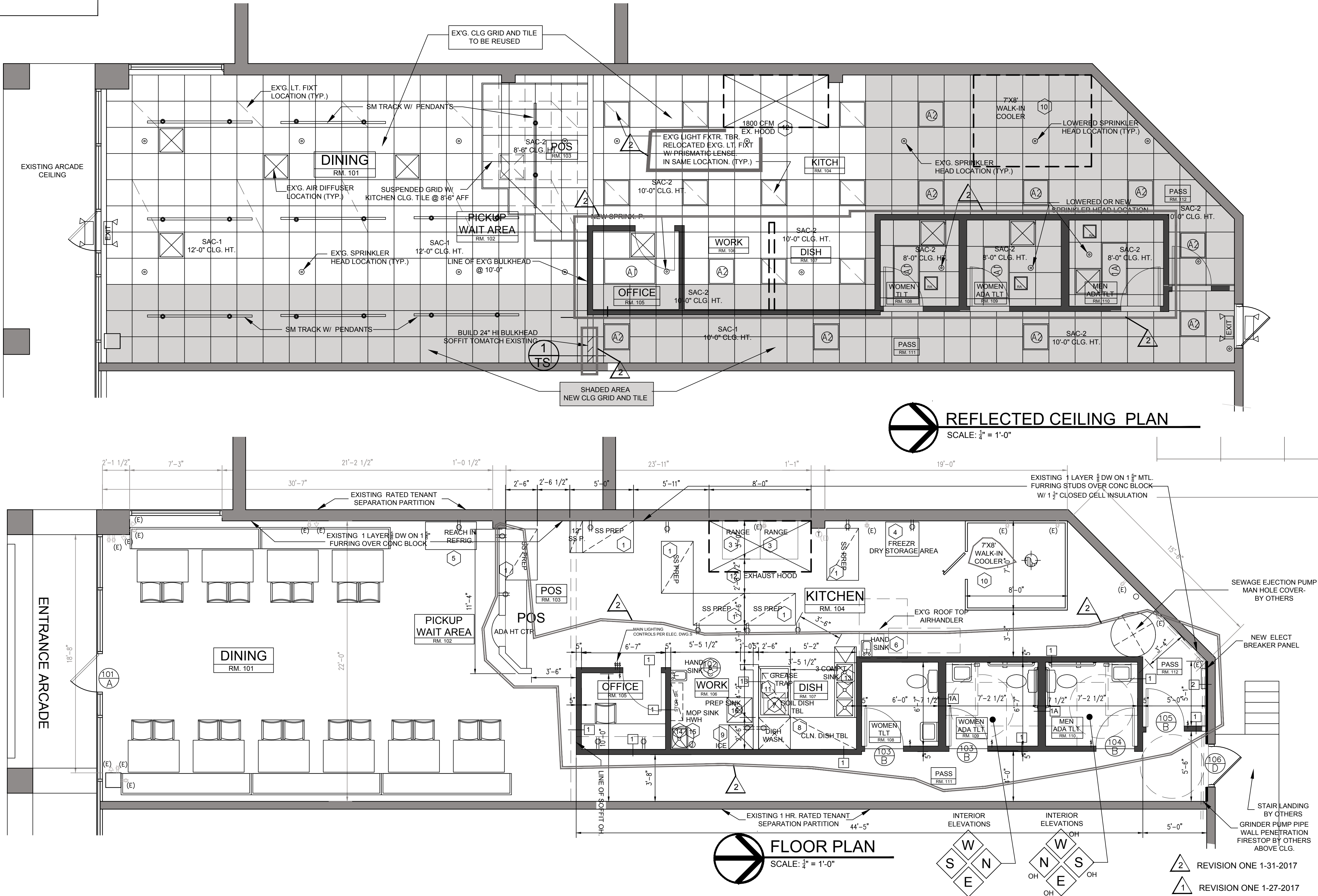
LIGHTING & MECHANICAL LEGEND	
MARK	DESCRIPTION
Ⓐ	2' x 4' RECESSED FLUORESCENT PRISMATIC.
Ⓑ	2' x 2' RECESSED FLUORESCENT PRISMATIC.
EXIT	ASTRALUTE -- HEAD EMERGENCY LIGHT EU-1-W OR EQUAL
ⓧ	SUPPLY AIR DIFFUSER: NEW OR RELOCATED.— PAINT TO MATCH CEILING.
ⓧ	RETURN AIR GRILLE: NEW OR RELOCATED.—PAINT TO MATCH CEILING

FINISH SCHEDULE									
ROOM NAME	ROOM NO.	FLOOR	BASE	WALLS			CEILING	FINISH	REMARKS
				N	E	S			
DINING	101	VCT	V	DW	DW	CLS	LA	SAC-1	- 12'-0"
WAIT/PICKUP	102	VCT	V	DW	DW	CLS	LA	SAC-1	- 12'-0"
POS/ORDER	103	SC	V	-	-	-	LA	SAC-2	- 8'-6" FRP TO 8'-0" AFF.
KITCHEN	104	SC	V	DW	DW	CLS	LA	SAC-2	- 10'-0" FRP TO 8'-0" AFF.
OFFICE	105	SC	V	DW	DW	CLS	LA	SAC-1	- 10'-0"
WORK	106	SC	V	DW	DW	CLS	LA	SAC-2	- 9'-0" FRP TO 8'-0" AFF.
DISHWASH	107	SC	V	DW	DW	CLS	LA	SAC-2	- 9'-0" FRP TO 8'-0" AFF.
WOMENS TOILET	108	CT-1	B-1	DW	DW	DW	EP	SAC-2	- 10'-0" SEE CT BASE DTL.
WOMENS ADA TOILET	109	CT-1	B-1	DW	DW	DW	EP	SAC-2	- 10'-0" SEE CT BASE DTL.
MENS ADA TOILET	110	CT-1	B-1	DW	DW	DW	EP	SAC-2	- 10'-0" SEE CT BASE DTL.
PASSAGE	111	V	V	DW	DW	CLS	LA	SAC-1	- 10'-0"
PASSAGE	112	V	V	DW	DW	CLS	LA	SAC-2	- 10'-0"



FINISHES SPECIFICATIONS			
MARK	DESCRIPTION	MANUFACTURER	COLOR AND SIZE
FRP-	FIBERGLASS PANEL, COMPARABLE TO KEMUTE GLASBORD-P, CLASS C, .09", WHITE, PEBBLED EMBOSSED FINISH W/ MATCHING TRIM TO FINISH EXPOSED EDGES AND SEAMS.		
EP	EPOXY BASED PAINT		
CT-1	12 X 12 CERAMIC FLOOR TILE	DAL TILE	CLIFF POINT, CP85- MOUNTAIN, 12" X 12" FLOOR TILE
VCT	VINYL COMPOSITION TILE	ARMSTRONG IMPERIAL TEXTURE	STD. EXCELOM, 12" X 12", STERLING - 51904
B-1	6" X 12" CERAMIC BASE	DAL TILE	CLIFF POINT, CP85- MOUNTAIN, 6" X 12" COVE BASE-SEE DTL. BELOW

SAC-1 - STANDARD 2X2 ACOUSTIC LAY-IN CEILING TILE.
SAC-2 - PVC LAY-IN SANITARY PANELS IN MTL. GRID.
PANELS RESISTANT TO FUNGI AND BACTERIA GROWTH.
COMPARABLE TO ARMSTRONG GEORGIAN- (SURFACE FINISH: FACTORY APPLIED VINYL LATEX PAINT; WASHABLE & SCRUBABLE), 24" X 24" X 5/8" SQUARE LAY-IN CEILING TILES
ITEM#793; WHITE FOR 15/16" EXPOSED TEE GRID SYSTEM. FINISH 2 MIL. RIGID PVC STIPPLE FILM.



314-398-7013
conant.peter@conant.com

PETER D. CONANT
ARCHITECT

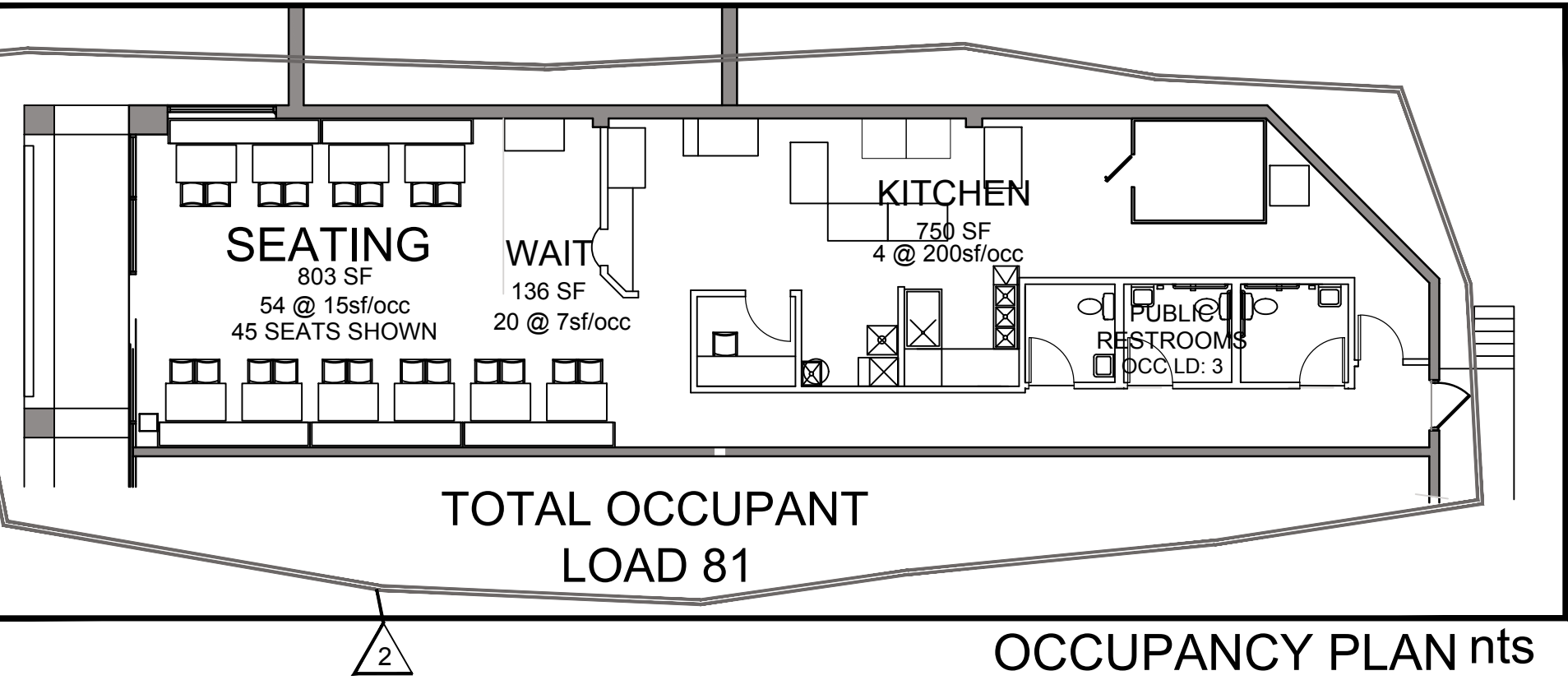
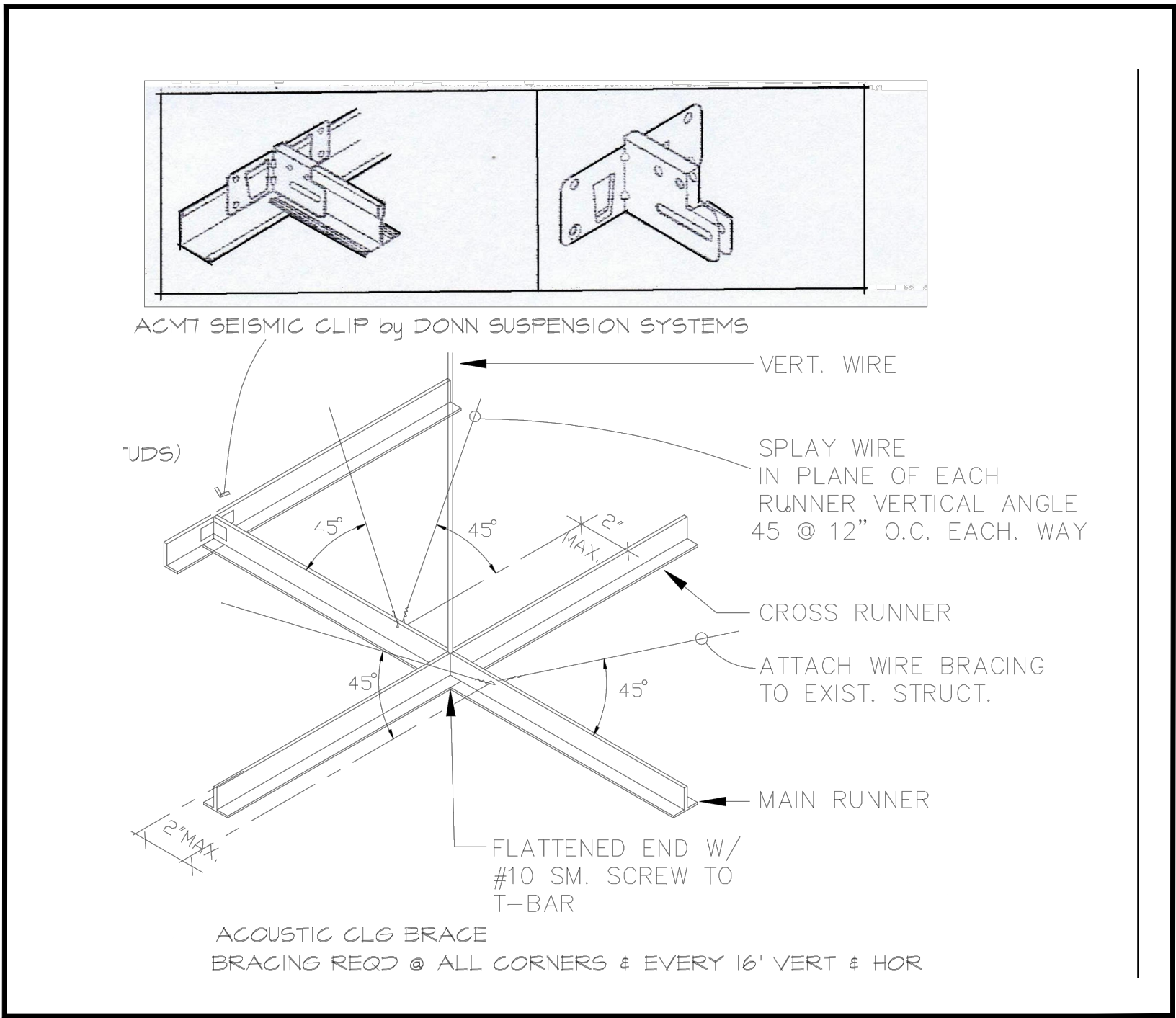
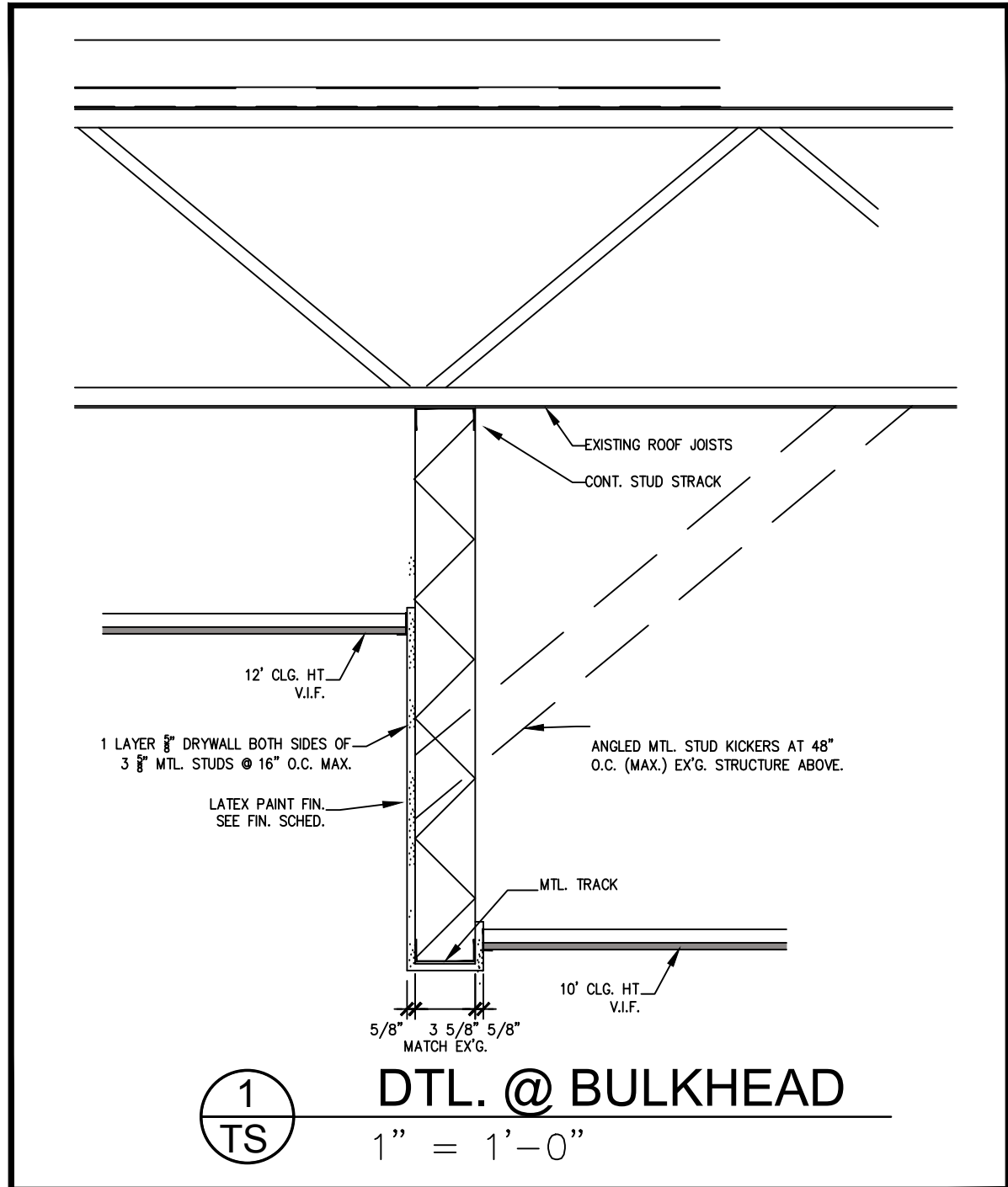
ARCHITECT: PETER D. CONANT
MO AR 007596
St. Louis, MO 63119
Phone: 314-398-7013
E-mail: pconant22@gmail.com

OWNER:
GREG OWENS
SYMBOWL CREVE COEUR
1126 BOPP RD.
ST. LOUIS, MO 63131
(314) 629-7015
greg@mysymbol.com

TENANT SPACE RENOVATION FOR
SYMBOWL
UNIT 1 11623 OLIVE ST. BLVD.
CREVE COEUR, MO 63141

Date: 1/24/2017

Sheet No.
A-1
2 of 2



BUILDING SUMMARY	
OCCUPANCY:	A-2 ASSEMBLY-RESTAURANT
CONSTRUCTION TYPE	2B SPRINKLED
TENANT FINISH FLR. AREA-	1858 SF +/-
BLDG. HEIGHT:	1 STORY
BLDG. HEIGHT:	1 STORY
OCC. LOAD:	83 (SEE OCC. PLAN)
DINING	810 SF 54 @ 15sf/occ.
PICKUP/WAIT AREA	162 SF 23 @ 7sf/occ
KITCH	731 SF 4 @ 200sf/occ
RESTROOMS	2 occupants
BUILDING CODES	
BUILDING CODE	IBC 2009
EXIST'G BLDG. CODE	IEBC 2009
MECH. CODE	IMC 2009
PLUMBING CODE	IPC 2009
ELECT. CODE	NEC 2008
FIRE CODE	IFC 2009
DRAWING LIST	
TS	GENERAL NOTES, SPECIFICATIONS, BLDG SUMMARY
	BLDG SUMMARY
A-1	FLOOR PLAN, REF. CLG. PLAN, WALL DTL.S
	FINISH MATERIALS SPECS.
	DOOR /HW SCHEDULE, TLT. DTL.S

GENERAL NOTES:

- A. These drawings represent the contract drawings. It is the Contractor's responsibility to be thoroughly knowledgeable regarding the contents of these drawings and specifications. The Contractors in each discipline shall be thoroughly familiar with the site and existing building conditions.
- B. **DO NOT SCALE THE DRAWINGS.** Follow written dimensions only. Contractor to verify and notify Owner and ARCHITECT of discrepancies. Dimensions are shown to FACE OF DRYWALL.
- C. Work shall conform to building codes and ordinances specified on this sheet.
- D. Before commencing work, the Contractor shall file required certificates of insurance with the Building Division; obtain required permits; and pay fees required by the LOCAL JURISDICTION.
- E. The Contractor shall verify existing conditions in the field prior to commencing work. The Contractor shall report discrepancies between the contract documents and field conditions to the Owner or ARCHITECT.
- F. Minor details not usually shown or specified, but typical for standard construction practices, shall be included in this contract as though they were shown in these documents.
- G. The Contractor shall coordinate work procedures with the requirements of the building inspector and other local authorities. The Contractor shall be responsible for the protection of condition and materials within the proposed construction area. The Contractor shall design and install adequate shoring and bracing for structure removal tasks. The Contractor shall have sole responsibility for damage or injuries caused by or during the execution of the work.
- I. The Contractor shall lay out his own work, and shall provide dimensions required for the other trades, (plumbing, electrical, carpentry, cabinetry, etc.). Additionally, the Contractor shall coordinate the work of trades in the field.
- J. Mechanical, Electrical, and Plumbing work shall be performed by persons licensed in their trades, who shall arrange for, and obtain inspections and sign-offs as required by the LOCAL JURISDICTION.
- K. The Contractor shall perform cutting, patching, and repairing as required to perform work indicated in the contract documents, as well as other work required to complete work as designed.
- L. The Contractor, upon completion of the work, shall arrange for, and obtain building inspections and sign-offs required to obtain a Certificate of Occupancy.

ATTENTION:

- IT IS EACH TRADE'S RESPONSIBILITY TO ACQUIRE THEIR RESPECTIVE WORK PERMIT, PROVIDING THE PROPOSED DRAWINGS AND/ OR LICENSED ENGINEER'S SEAL AS REQUIRED BY ST. LOUIS COUNTY CODES, FOR THEIR RESPECTIVE SCOPE OF WORK.
- EXISTING SPRINKLER HEAD LOCATIONS AND SUPPLY TO BE VERIFIED BY GC. DESIGN, MODIFICATIONS AND IMPROVEMENTS AND REQUIRED DOCUMENTATION AND PERMITS BY GC.

PLAN SYMBOLS LEGEND

- ROOM NAME
- WALL FINISH
- CEILING FINISH
- FLR. FINISH
- DOOR NUMBER
- HARDWARE GROUP
- DUPLEX ELECT. RECEPTAL
- MOUNT 18" AFF. U.N.C.
- QUAD. ELECT. RECEPTAL
- MOUNT 18" AFF. U.N.C.
- (E) EXISTING
- DATA JACK (E) EXISTING
- EXISTING DOOR
- NEW DOOR
- EXISTING PARTITION
- NEW PARTITION
- SPRINKLER HEAD
- 2X4 TROFFER LIGHT FIXTURE
- W/ PRISMATIC LENS
- 2X2 TROFFER LIGHT FIXTURE
- W/ PRISMATIC LENS
- 2X2 SUPPLY AIR DIFFUSER
- (E) EXISTING AIR DIFFUSER
- FIRE EXIT SIGN
- (E) EXISTING EXIT SIGN
- SURF. MOUNT'D ELECTRIFIED
- LIGHTING TRACK W/ PENDANT
- LT. FIXTURES
- EXISTING

PLANNING AND ZONING COMMISSION PUBLIC HEARING

CITY OF CREVE COEUR, MISSOURI

300 NORTH NEW BALLAS ROAD

MONDAY, FEBRUARY 6, 2017

6:30 P.M.

PUBLIC HEARINGS

Application No. 17-006

Application No. 17-007

Application No. 17-003

THOSE IN ATTENDANCE:

Ms. Beth Kistner, Chair

Mr. Tim Carney

Ms. Muriel Hall

Mr. Gene Rovak

Ms. Heather Silverman

Mr. Matthew Schuh

Mr. Curtis Lee, Acting 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)974-1199

1 CHAIRMAN KISTNER: Good evening. We're going to
2 bring our Planning and Zoning Commission meeting for
3 Monday, February 6th, 2017 to order.

4 We'll start with our roll call.

5 Mr. Carney?

6 MR. CARNEY: Present.

7 CHAIRMAN KISTNER: Ms. Hall?

8 MS. HALL: Present.

9 CHAIRMAN KISTNER: Mr. Magruder is going to be
10 absent this evening.

11 Mr. Rovak?

12 MR. ROVAK: Present.

13 CHAIRMAN KISTNER: Ms. Silverman is going to be
14 here, I think, about seven o'clock.

15 Mr. Schuh?

16 MR. SCHUH: Present.

17 CHAIRMAN KISTNER: We have, for our City
18 Attorney, Carl Lumley, Mr. Lee Curtis?

19 MR. CURTIS: Here.

20 CHAIRMAN KISTNER: Mr. Jason Jaggi --

21 MR. JAGGI: Present.

22 CHAIRMAN KISTNER: -- Director of Community
23 Development?

24 Ms. Whitney Kelly, City Planner?

25 MS. KELLY: Present.

1 CHAIRMAN KISTNER: Ms. Jessica Stutte, recording
2 secretary?

3 And the Chair is present.

4 We have now our acceptance of the agenda.

5 I wanted to make a suggestion that we maybe
6 reverse our New Business upfront with Old Business, in
7 part to give -- Ms. Silverman requested that she'd like to
8 be here for our Comprehensive Plan vote.

9 So if we have a motion to amend it to start with
10 New Business.

11 MR. ROVAK: So moved to move the agenda.

12 CHAIRMAN KISTNER: Second?

13 MR. CARNEY: I'll second.

14 CHAIRMAN KISTNER: All in favor?

15 (All responded aye.)

16 CHAIRMAN KISTNER: So the revised agenda, do we
17 have a motion to approve?

18 MR. CARNEY: So moved.

19 MR. ROVAK: Second.

20 CHAIRMAN KISTNER: Second by Mr. Rovak.

21 All in favor?

22 (All responded aye.)

23 CHAIRMAN KISTNER: And the Chair votes aye.

24 We don't have any approval of minutes this
25 evening. The January 17th minutes will be ready for the

1 next meeting.

2 We have an opportunity right now for public
3 comment from anybody in the audience who would like to
4 speak to a matter that's not on the agenda this evening.

5 We'll have an opportunity to speak to agenda
6 items as they come up.

7 Seeing none.

8 So we will go then to the New Business.

9 We're starting with a public hearing. It's
10 Application No. 17-006 for conditional use permit for a
11 Symbowl Restaurant within CityPlace Retail at 11623 Olive
12 Boulevard, Unit 1.

13 Anybody who's going to be speaking on this
14 matter, if they would come up and be sworn in.

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

17 CHAIRMAN KISTNER: Thank you.

18 Good evening.

19 GREGORY OWENS: Hi.

20 CHAIRMAN KISTNER: If you could start with your
21 name and address.

22 GREGORY OWENS: My name is Gregory Owens.
23 Address is 1126 Bopp Road, it's in Des Peres 63131.

24 CHAIRMAN KISTNER: Thank you.

25 You want to tell us about your application.

1 GREGORY OWENS: Application is, basically, to
2 reuse part of the CityPlace complex that's been divided
3 into three units. We're taking over the Unit 1 for what
4 would be our fourth Symbowl Restaurant in the St. Louis
5 area.

6 Local. Started in Kirkwood five years ago. We
7 sell healthy lifestyle food. And we are expanding. We
8 opened in Chesterfield in May of last year. We're looking
9 at St. Charles open in May of this year. And then,
10 hopefully, looking forward to Creve Coeur late summer.

11 CHAIRMAN KISTNER: Okay.

12 Anybody have any questions for the applicant?

13 I think Jason or Whitney will probably be
14 speaking to this also.

15 MS. KELLY: Yes. Whitney Kelly, City Planner on
16 behalf of the City of Creve Coeur.

17 As this is a simple request, he will be not --
18 he will not be making any changes to the exterior of the
19 building and the site. It is for a 1845 square foot
20 eating establishment with 46 indoor seats.

21 We have a condition, which should include
22 outdoor seating at a future time. That it will be at
23 staff level approval by the Zoning Administrator with a
24 review of an outdoor seating plan.

25 All of the other conditions are typical of our

1 restaurant conditional use permit, and we approve it.

2 CHAIRMAN KISTNER: Thank you.

3 Does anyone have any questions for either
4 Whitney or the applicant?

5 Do we have any members of the audience that
6 would like to speak to this matter?

7 Okay. Seems pretty straightforward.

8 If we have no other comment, I think we'll close
9 the public hearing.

10 MR. CURTIS: Before we do, I'd like to
11 introduce --

12 CHAIRMAN KISTNER: Oh, of course.

13 MR. CURTIS: Thank you. Thank you, Madam
14 Chairman.

15 Notice of documentation in possession of the
16 City Clerk, any specific documents, staff report, P&Z
17 letters, minutes, excerpts, documents of presenters and
18 all written materials related thereto, the City Code of
19 Ordinances and Charter, the City Comprehensive Plan, and
20 the public file regarding this application. We offer all
21 of those into evidence.

22 CHAIRMAN KISTNER: Okay. Thank you very much.

23 The hearing is closed.

24 (The public hearing was closed at 6:35 p.m.)

25

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

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

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

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



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

Meeting: 02/13/17 07:00 PM
Department: Planning and Zoning Commission
Category: Resolution
Prepared By: Whitney Kelly
Department Head: Jason Jaggi

SCHEDULED

RESOLUTION

Resolution No. 1262 - a Resolution Approving an Amended Site Concept Plan and Site Development Plan for New Emergency Department Additions to the Existing Emergency and Heart Health Building

Dennis Pruitt, of Heideman Assoc, Inc., on behalf of Mercy Hospital - St. Louis at 615 S. New Ballas Road, has submitted a request for an amendment to the site concept plan and a site development plan for Emergency Department building additions, that include a 500 square foot addition on the north side of the building and a 4,057 square foot addition on the south side of the building.

Resolution

Meeting of February 13, 2017

RESOLUTION NO. 1262

A RESOLUTION APPROVING AN AMENDED SITE CONCEPT PLAN AND SITE DEVELOPMENT PLAN FOR NEW EMERGENCY DEPARTMENT ADDITIONS TO THE EXISTING EMERGENCY AND HEART HEALTH BUILDING

WHEREAS, Section 405.310(D) of the Zoning Code states that site concept and site development plan approval by the Planning and Zoning Commission and the City Council shall be required for the total area comprised by the "PH" Planned Hospital District for all proposed developments or revisions to existing site concept or site development plans within the "PH" Planned Hospital District, as provided for in Section 405.1080; and

WHEREAS, an application was submitted by Dennis Pruitt, of Heideman Assoc, Inc., on behalf of Mercy Hospital - St. Louis at 615 S. New Ballas Road, for an amendment to the site concept plan and a site development plan for Emergency Department building additions, that include a 500 square foot addition on the north side of the building and a 4,057 square foot addition on the south side of the building; and

WHEREAS, the Planning and Zoning Commission reviewed and, by a 4-0 vote, recommended approval of the request, subject to the conditions contained herein, at its meeting on February 6, 2017; 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 resolution has been made available for public inspection prior to its consideration by the Council; and

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

1. Complies with all other applicable provisions of this Chapter including Section 405.1080 Site Concept, Site Development, and Minor Site Plan Approval.
2. Will contribute to and promote the community welfare and convenience at the specific location.
3. Will not cause substantial injury to the value of neighboring property.
4. 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 there from.
5. Will provide, if applicable, erosion control and on-site stormwater detention in accordance with the standards contained in this Chapter.
6. 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 resolved by the City Council of the City of Creve Coeur, St. Louis County, Missouri, as follows:

Section 1: The amendment to the Site Concept Plan is approved subject to the following conditions:

1. Site development plan approval is required for all future development of the site depicted on the Site Concept Plan, in accordance with Section 405.1080 of the Zoning Ordinance.

RESOLUTION NO. 1262

2. All site development plans shall provide adequate landscaping along Conway Road and N. New Ballas Roads to meet with the intent of the landscaping requirements and the goals of the Comprehensive Plan.
3. Any future Site Concept Plan should provide for a parking study for the entire site that may allow for a reduction in surface parking in furtherance of the Comprehensive Plan.
4. Any future Site Concept Plan shall provide for an overall pedestrian connectivity plan throughout the entire Campus for implementation as projects develop.

Section 2: The Site Development Plans for the Emergency Department improvements are approved subject to the following conditions:

1. The Applicant is required to submit a Building Permit application, as required by Article II of the Building Code. Exterior elevations shall be in substantial conformance with the building elevations received January 6, 2017, as bound together and submitted in conjunction with Application #17-007 by Heideman Associates, Inc.
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," and the "Landscape Plans" submitted on February 6, 2017 as bound together and submitted in conjunction with Application #17-007 by Heideman Associates, Inc., and as amended below.
3. The Landscape Plan shall be reviewed and approved by the Zoning Administrator showing the replacement of the landscaping along the new additions.
4. An underground irrigation system shall be installed as required under Section 405.540(10). All landscaping shall be maintained per the approved Landscape Plan and any vegetation that is totally or predominantly dead and/or disfigured due to disease or injury shall be replaced as needed and in a prompt and workmanlike manner as dictated by accepted horticultural standards.
5. All lighting shall be installed or modified to be in conformance with Section 405.680, Lighting, of the Zoning Ordinance.

Section 3: This resolution shall become effective upon approval.

ADOPTED THIS 13th DAY OF February 2017.

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

#17-007: AMENDMENT TO THE SITE CONCEPT PLAN AND SITE DEVELOPMENT PLAN APPROVAL FOR MERCY HOSPITAL EMERGENCY DEPARTMENT BUILDING ADDITION AT 615 S NEW BALLAS ROAD

FOR THE MEETING OF: Monday, February 6, 2017

LOCATION: 615 S. New Ballas Road, Zoned PH Planned Hospital District.

REQUEST: Dennis Pruitt, of Heideman Assoc, Inc., on behalf of Mercy Hospital - St. Louis at 615 S. New Ballas Road, has submitted a request for an amendment to the site concept plan and a site development plan for Emergency Department building additions, that include a 500 square foot addition on the north side of the building and a 4,057 square foot addition on the south side of the building

ADDITIONAL INFORMATION: Site concept and site development plan approval by the Planning and Zoning Commission and the City Council is required for all proposed developments or revisions to existing site concept or site development plans within the Planned Hospital District. Therefore Council review and approval of the site development plan by resolution based upon the recommendation of the Planning and Zoning Commission is required. The prior last approved site concept plan was in 2014. Concept plans are required for the construction of a complex of building and site improvements, to be developed over an extended period of time or in multiple phases, and remain valid for eight years. Site Development Plans are reviewed for each development with consistency of the Site Concept Plan. Mercy Hospital is currently in the early stages of developing a new master plan for the entire campus that will include the recently demolished Skilled Nursing Facility and the office buildings to the south and a new Site Concept Plan will be submitted to the City for review later this year.

Key Issues:

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

Comp. Plan References

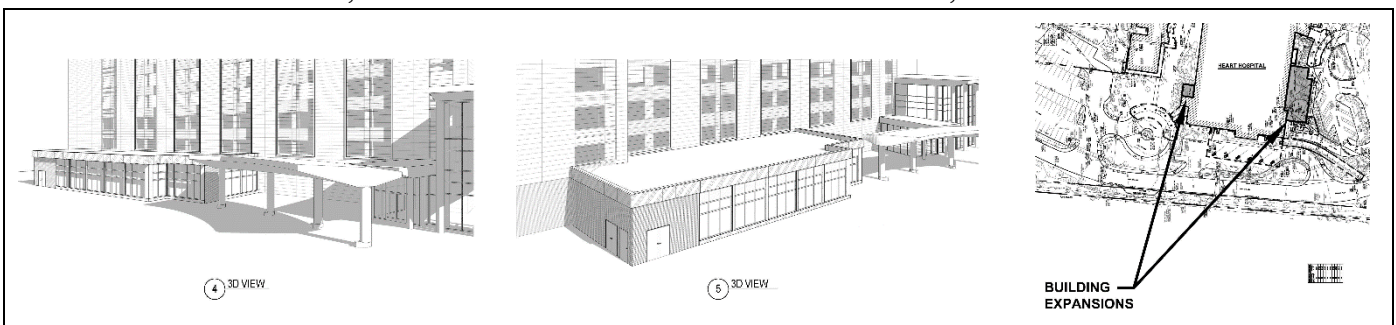
- Residential Neighborhoods Action Area

Zoning Code References

- Section 405.310: "PH" Planned Hospital District
- Section 405.1080: Site Concept, Site Development And Minor Site Plan Approval

APPLICANT: Catherine Grasso
Mercy Hospital – St. Louis
615 S. New Ballas Road
Creve Coeur, MO 63141

APPLICANT'S REPRESENTATIVE: Dennis Pruitt
Heideman Assoc., Inc.
240 Larkin Williams Ind. Ct.
Fenton, MO 63026



REPORT PREPARED BY: Whitney Kelly, AICP, City Planner

DATE: 2/2/2017

ATTACHMENTS: Applicant's Materials received January 6, 2017, and revised Site Concept Plan received January 12, 2017
Elevations of the North ER Addition received February 3, 2017
Draft Resolution

PROPOSAL

Mercy is seeking approval of two one story building additions to the existing Emergency Department and Heart Health Building. The additions include a 500 square foot addition on the north side of the building and a 4,057 square foot addition on the south side of the building.

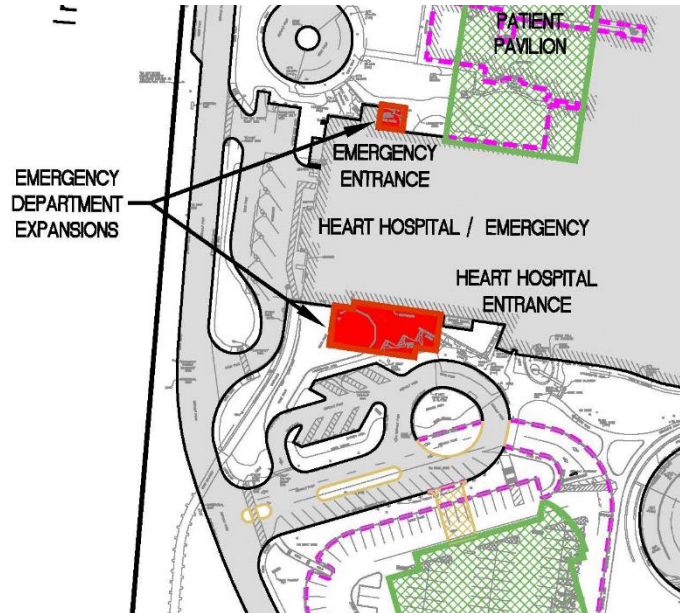


Figure 2: 2005 Site Concept Plan with Proposed Emergency Department Expansions

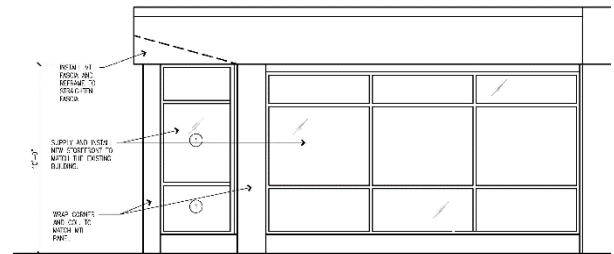


Figure 1: Elevation of the North ER Addition

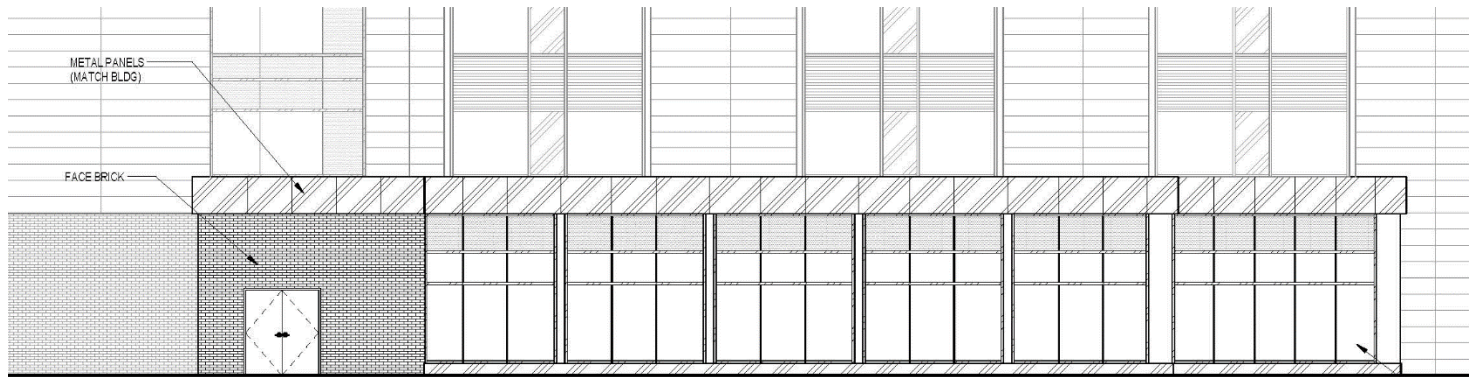


Figure 3: Close-up of the south elevation of the proposed addition



4 3D VIEW



5 3D VIEW

Figure 4: Close-up of Applicant's 3D View of the Emergency Department expansion on the South Side of the building

LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

Direction	Use	Zoning District	Separated by
North	Single-family residences	A Single-family Residential	N/A
South	Temple Emanuel/Future Mercy Office Development	A Single-family Residential/ PH Planned Hospital	Conway Road
East	Single-family residences	Westwood residential	New Ballas Road
West	Single-family residences/ Covenant Theological Seminary	A Single-family Residential/ HE Higher Education	Interstate 270

COMPREHENSIVE PLAN REVIEW

The subject property is located within Residential Neighborhoods Action Area that include the recommendation that new construction or development within the boundaries of existing institutional uses will be permitted only upon 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.

The building additions will utilize similar building materials and design aesthetic as the existing structure. As the building expansions are interior to the campus, and represent a minor expansion to the existing building, Staff finds that the proposed additions are in keeping with the recommendations of the Comprehensive Plan.

ZONING REVIEW

SITE CONCEPT PLAN/SITE DEVELOPMENT PLAN

A site concept plan is intended to provide a basis for reviewing future site development plans which will include items such as landscaping, tree preservation, site grading, and stormwater management. Individual site develop plans are intended to provide more detailed information including architectural elevations, landscape plans, and specific information on the building's use, bulk, and placement. The Site Concept Plan submitted with this application has only been revised to incorporate the tow new additions proposed. Mercy is looking into the development of a new Campus Plan/Site Concept Plan with more significant changes for the campus to be reviewed at a later date. The proposed addition will not create a significant impact on the site or surrounding properties.

As discussed earlier, Section 405.310(D) of the Zoning Code states that site concept and site development plan approval by the Planning and Zoning Commission and the City Council shall be required for the total area comprised by the PH-Planned Hospital District for all proposed developments or revisions to existing site concept or site development plans within the PH District. Section 405.1080 requires site minor site development plan review for any new impermeable surfaces of between 500 and 5,000 square feet. The addition on the north side of the building is enclosing a canopy and concrete area of 500 square feet, and the addition on the south of the building is 4,057 square feet, thus requiring an amendment to the Site Concept Plan and Site Development for the Hospital. The total campus area is 79.6 acres and maximum site coverage for the campus is limited to 55% site coverage for Campus Districts of over 55.0 acres, per Section 405.310(E)(2)(b). The total site coverage for the Campus is 53.7%, and the proposed additions do not increase the coverage.

The Landscape Plan indicates that the landscaping removed for the construction activity will be replaced. Due to the minor nature of the proposal, Staff has included a condition of approval that a new landscaped plan for this area be provided and approved by the Zoning Administrator, with the building permit, for the Zoning Administrator's approval.

SUMMARY AND RECOMMENDATION

The proposal represents only a change to the prior approved Site Concept Plan from 2014, and as the campus will be seeking a new concept plan approval within the year and due to the minor nature of the request, requiring a full review of the Site Concept Plan at this time is unnecessary. As the proposed additions are internal to the site and only visible from I-270, Staff finds that the additions are in keeping with the Comprehensive Plan. Below is a summary of Staff's recommended conditions of approval which have been carried over from the last approval in 2014, in addition to usual and customary conditions regarding process, conformance with plans and development quality:

Concept Plan

- Site development plan approval is required for all future development of the site depicted on the Site Concept Plan, in accordance with Section 405.1080 of the Zoning Ordinance.
- All site development plans shall provide adequate landscaping along Conway Road and N. New Ballas Roads to meet with the intent of the landscaping requirements and the goals of the Comprehensive Plan.
- Any future Site Concept Plan should provide for a parking study for the entire site that may allow for a reduction in surface parking in furtherance of the Comprehensive Plan.
- Any future Site Concept Plan shall provide for an overall pedestrian connectivity plan throughout the entire Campus for implementation as projects develop.

Emergency Room Addition Site Development Plans

- The Applicant is required to submit a Building Permit application, as required by Article II of the Building Code. Exterior elevations shall be in substantial conformance with the building elevations received January 6, 2017, as bound together and submitted in conjunction with Application #17-007 by Heideman Associates, Inc.
- 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," and the "Landscape Plans" submitted on February 6, 2017 as bound together and submitted in conjunction with Application #17-007 by Heideman Associates, Inc., and as amended below.
- The Landscape Plan shall be reviewed and approved by the Zoning Administrator showing the replacement of the landscaping along the new additions.
- An underground irrigation system shall be installed as required under Section 405.540(10). All landscaping shall be maintained per the approved Landscape Plan and any vegetation that is totally or predominantly dead and/or disfigured due to disease or injury shall be replaced as needed and in a prompt and workmanlike manner as dictated by accepted horticultural standards.
- All lighting shall be installed or modified to be in conformance with Section 405.680, Lighting, of the Zoning Ordinance.

ACTION

If the Planning and Zoning Commission finds the proposed amendment to the Site Concept Plan and Site Development Plans 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 resolution 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 #17-007 for the amendment to the Site Concept Plan for Mercy and approval of the Site Development Plans for the Emergency Department additions, subject to the conditions contained in the draft resolution accompanying the staff report for the meeting of February 6, 2017" (conditions may be added, eliminated, or modified by preceding motion).

APPENDIX 1: COMPREHENSIVE PLAN

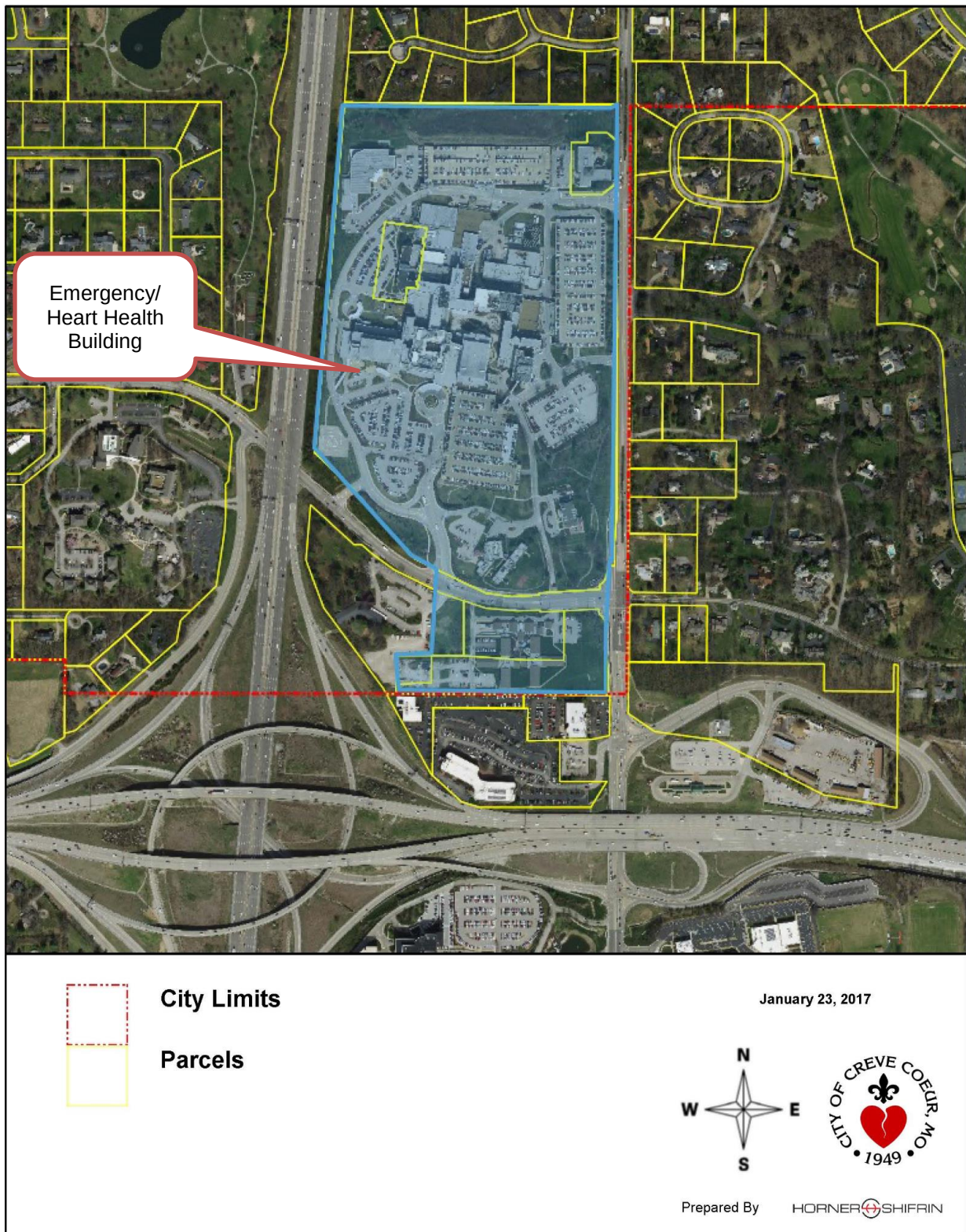
Included and attached by reference. See body of report for specific excerpts.

APPENDIX 2: ZONING CODE

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

APPENDIX 3: AERIAL PHOTO

Mercy Hospital, 615 S. New Ballas Road



APPENDIX 4: SITE PHOTOGRAPHS

Photo Date:2/2/2017



Description: View looking north at the Heart Health Building of the area that will have the addition.



Description: View looking northwest at the Heart Health building of the area for the proposed addition.



Description: View looking southeast at the Emergency Department Entrance. The proposed addition will be to the left of the entrance.

3.3.c

SITE DEVELOPMENT PLAN

EMERGENCY DEPT. EXPANSIONS

Mercy Hospital - St. Louis

A Tract of Land in the Northwest 1/4 of Section 15
Township 45 North, Range 5 East
St. Louis County, Missouri

SITE DATA:

ZONING CLASSIFICATION - PH		SITE LIGHTING
DEVELOPMENT AREA		MATCH HOSPITAL STANDARD LIGHTING AT CANCER CENTER (AEROLUME, 250W, METAL HALIDE)
CAMPUS	- 70.42 Acres	
SKILLED NURSING FACILITY	- 7.93 Acres	
OLD R.O.W TAKINGS	- 1.25 Acres	24' MAXIMUM HEIGHT
TOTAL AREA	79.60 Acres	FIXTURES TO BE DOWNCAST, CUTOFF AT 73° FROM VERTICAL AND FULLY SHIELDED
	(3,467,376 Sq. Ft.)	

BUILDING USE		SITE LANDSCAPING
EMERGENCY DEPT. EXPANSIONS		SEE LANDSCAPE PLAN

F.A.R. (Floor Area Ratio)		STORM WATER DETENTION, CHANNEL PROTECTION & WATER QUALITY
EXISTING -	2,424,021 Sq. Ft.* 3,467,376 Sq. Ft. = .70 FAR	MINOR INCREASE IN SITE IMPERVIOUSNESS. STORM WATER DETENTION AND CHANNEL PROTECTION WILL BE ACCOUNTED FOR IN FUTURE MASTER PLAN DETENTION BASIN. WATER QUALITY WILL BE PROVIDED ON-SITE PER M.S.D. REGULATIONS.
NEW-	2,428,578 Sq. Ft.* 3,467,376 Sq. Ft. = .70 FAR	
(MAXIMUM FAR BY ORDINANCE = 1.0)		
* GROSS BUILDING AREA		

SITE COVERAGE		UTILITIES & DISTRICTS
EXISTING-	53.7%	METROPOLITAN ST. LOUIS SEWER DISTRICT
NEW-	53.7%	MISSOURI AMERICAN WATER COMPANY
(MAXIMUM SITE COVERAGE = 55%)		LACLEDE GAS COMPANY
		AMEREN ELECTRIC COMPANY
		AT&T
		CREVE COEUR FIRE DISTRICT
		PARKWAY SCHOOL DISTRICT

PARKING	
EXISTING PARKING	* 6,136 SPACES
* 213 HC ACCESSIBLE	
EX. PARKING REMOVED	0 SPACES
NEW PARKING ADDED	0 SPACES
NEW TOTAL PARKING	* 6,136 SPACES
* 213 HC ACCESSIBLE	

BOUNDARY DESCRIPTION:

THE FOLLOWING BOUNDARY DESCRIPTION WAS PREPARED BY HEIDEMAN | ASSOCIATES, INC. ON OCTOBER 20, 2001

A tract of land being part of the Northwest Quarter of Section 15, Township 45 North, Range 5 East St. Louis County, Missouri and being part of a larger tract conveyed to St. John's Hospital by a Deed recorded in Deed Book 4198 page 544, dated the 20th day of November, 1959, and being described as follows:

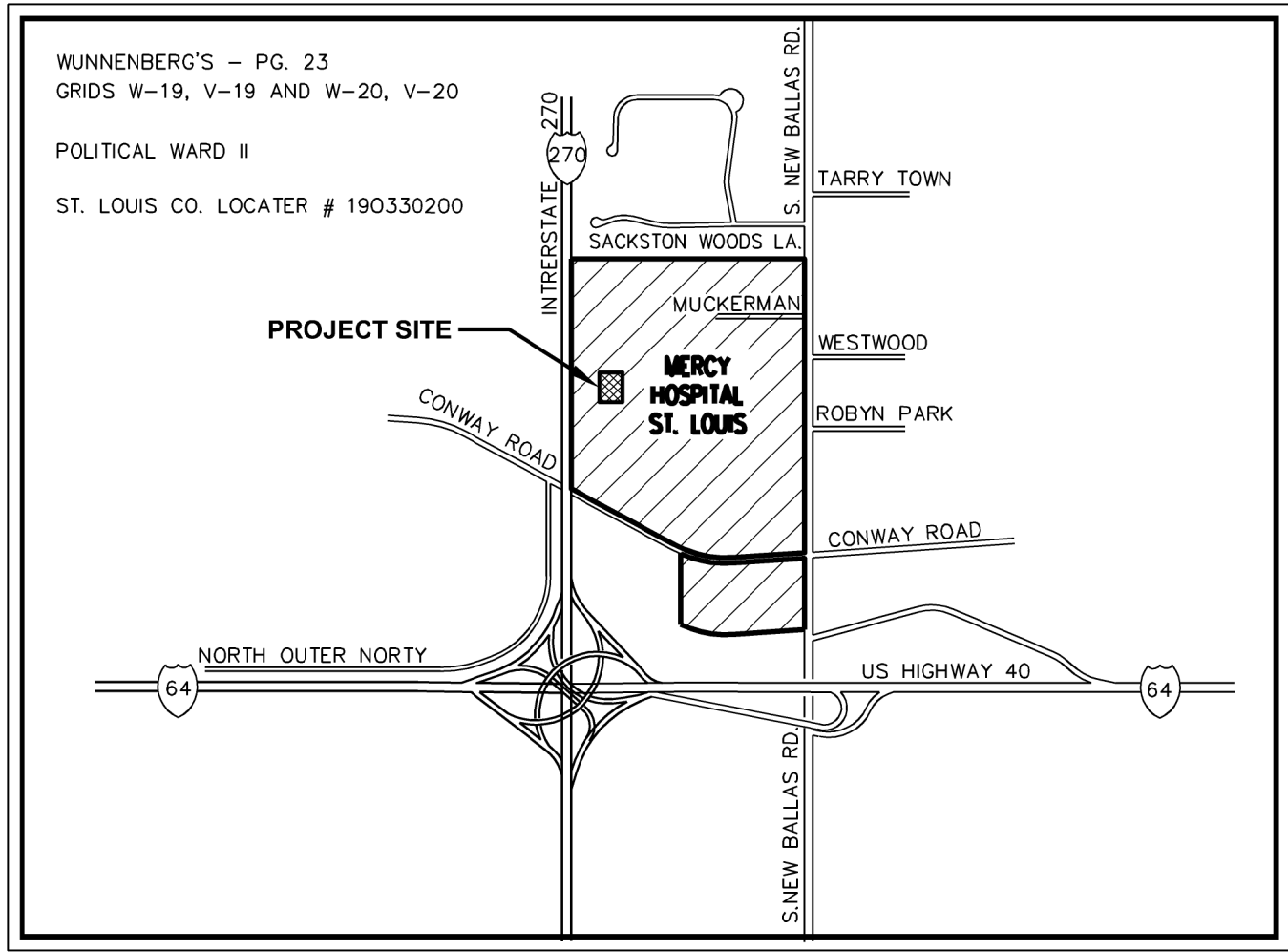
Beginning at the Southeast corner of Lot 17 Sackston Woods, a subdivision filed for record in Plat Book 53 page 15 of the St. Louis county land records, said point also being on the North line of Section 15 as previously described; thence South 00 degrees 17 minutes 23 seconds West along the Western Right of Way of State Highway JJ (also known as Ballois road) a distance of 1948.90 feet to a point; thence South 04 degrees 08 minutes 14 seconds East a distance of 150.33 feet to a point; thence South 00 degrees 17 minutes 23 seconds West a distance of 180.02 feet to a point; thence South 45 degrees 44 minutes 49 seconds West a distance of 74.41 feet to a point on the Northern Right of Way line of Conway Road; thence leaving said State Highway JJ South 86 degrees 40 minutes 24 seconds West along the Northern Right of Way line of Conway Road a distance of 309.41 feet to a point; thence South 03 degrees 19 minutes 36 seconds East a distance of 10.00 feet to a point; thence North 86 degrees 44 minutes 23 seconds West a distance of 133.17 feet to a point; thence North 82 degrees 15 minutes 37 seconds West a distance of 126.95 feet to a point; thence North 49 degrees 47 minutes 04 seconds West a distance of 103.54 feet to a point; thence North 71 degrees 35 minutes 09 seconds West a distance of 71.15 feet to a point; thence North 66 degrees 18 minutes 46 seconds West a distance of 165.61 feet to a point; thence North 48 degrees 41 minutes 22 seconds West a distance of 205.70 feet to a found iron pin; thence North 39 degrees 57 minutes 17 seconds West a distance of 228.02 feet to a found iron pin; thence North 47 degrees 30 minutes 53 seconds West a distance of 303.12 feet to a point on the Eastern Right of Way line of interstate Highway I-270 (also known as 244); thence leaving the Northern Line of said Conway Road North 04 degrees 44 minutes 05 seconds East along said Eastern Right of Way line a distance of 1687.62 feet to a point, said point to be hereafter known as point "A", and being on the Southern line of Sackston Woods Plat 2 a subdivision filed for record in Plat Book 100 page 80 of the St. Louis County Land Records; thence leaving said Eastern Right of Way line South 89 degrees 50 minutes 00 seconds East a distance of 1325.29 feet to the point of beginning and containing 70.32 Acres

Less and Excepting a tract of land being part of the previously described larger tract and commencing at point "A" as previously described; thence South 04 degrees 44 minutes 05 seconds West along the Eastern Right of way line a distance of 534.95 feet; thence leaving said Right of Way line South 81 degrees 43 minutes 15 seconds East a distance of 244.80 feet to the point of beginning of the tract excepted; thence continuing South 81 degrees 43 minutes 15 seconds East a distance of 202.16 feet to a point on the Western wall of the Existing Hospital Building; thence South 08 degrees 09 minutes 44 seconds West along said Wall a distance of 51.07 feet; thence North 82 degrees 09 minutes 01 seconds West a distance of 15.34 feet; thence South 08 degrees 00 minutes 53 seconds West a distance of 27.32 feet to a point on a Party wall; thence South 82 degrees 08 minutes 49 seconds East along said Party wall a distance of 17.16 feet to a point; thence South 08 degrees 09 minutes 53 seconds West 32.96 fee; to a point; thence North 86 degrees 28 minutes 35 seconds West a distance of 3.70 feet; thence South 08 degrees 06 minutes 32 seconds West a distance of 22.65 feet to a point; thence South 81 degrees 54 minutes 24 seconds East a distance of 3.72 feet to a point; thence South 07 degrees 54 minutes 53 seconds West a distance of 31.85 feet to a point; thence South 81 degrees 53 minutes 15 seconds East a distance of 2.45 feet to a point; thence South 08 degrees 06 minutes 45 seconds West a distance of 84.18 feet; thence North 81 degrees 55 minutes 58 seconds West a distance of 9.61 feet to a point; thence South 08 degrees 16 minutes 37 seconds West a distance of 27.98 feet to a point; thence South 81 degrees 37 minutes 30 seconds East a distance of 9.69 feet to a point; thence South 08 degrees 06 minutes 45 seconds West a distance of 15.96 feet to a point; thence North 81 degrees 40 minutes 49 seconds West a distance of 49.76 feet; thence leaving said Party wall and continuing on the Western wall of the Existing Hospital Building South 08 degrees 02 minutes 33 seconds West a distance of 78.57 feet to a corner of said Building; thence leaving said Building North 81 degrees 58 minutes 04 seconds West a distance of 156.35 feet to a point; thence North 08 degrees 01 minutes 52 seconds East a distance of 373.51 feet to the point of beginning and containing 71,712 square feet.

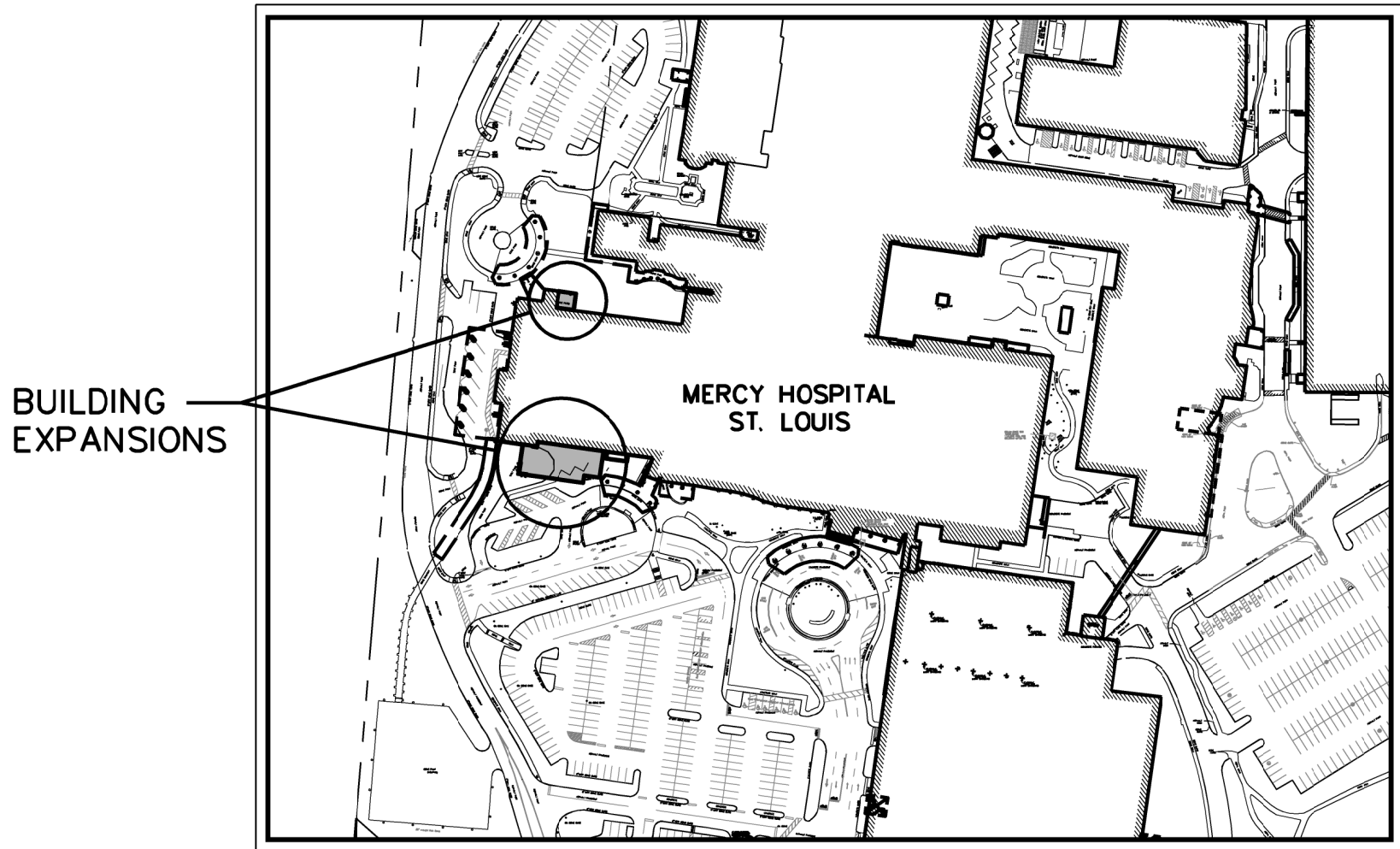
Subject to Easements Restrictions and Covenants of record if any

PROPERTY OWNER

MERCY HOSPITAL - ST. LOUIS
615 S. NEW BALLAS ROAD
CREVE COEUR, MISSOURI 63141
CONTACT: CATHERINE GRASSO
PHONE: 314-251-4397
E-MAIL: Catherine.Grasso@Mercy.Net



LOCATION MAP
NTS



SITE MAP
SCALE: 1"=200'

SHEET INDEX

- C1 COVER SHEET
- C2 SITE / GRADING PLAN
- C3 SITE / GRADING PLAN (Overall)
- L1 LANDSCAPE PLAN
- A4.0 EXTERIOR ELEVATIONS / 3D VIEWS
- 1 of 1 AMENDED MASTER CONCEPT PLAN

LEGEND NEW IMPROVEMENTS

CONTOUR	---ELEV---
SPOT ELEVATION	+ELEV
STORM SEWER	—>—
SANITARY SEWER	—>—
MANHOLE	●
CURB INLET	■
GRATE INLET	□
LIGHT STANDARD	⬤
WATER LINE	—W—
FIRE HYDRANT	⬤
GAS SERVICE	—G—
ELECTRIC SERVICE	—E—
TELEPHONE SERVICE	—T—
CONCRETE PAVEMENT	▬
PERVIOUS PAVEMENT	▬
TO BE REMOVED	T.B.R.
USE IN PLACE	U.I.P.
ADJUST TO GRADE	A.T.G.
TO BE PROTECTED	T.B.P.

LEGEND EXISTING CONDITIONS

CONTOUR	---ELEV---
SPOT ELEVATION	+ELEV
SEWER	—>—
OLD IRON PIPE	●
GRATE INLET	□
AREA INLET	○
MANHOLE	⊕
LIGHT STANDARD	⬤
SIGN	⊕
MAILBOX	⊕
GUY WIRE	—
POWER POLE	⬤
WATER VALVE	⬤
WATER METER	⬤
IRRIGATION VALVE	⬤
GAS VALVE	⬤
GAS METER	⬤
GAS DRIP	⬤
FIRE HYDRANT	⬤
WATER SPRINKLER	⬤
FLAGPOLE	⬤
WATER LINE	—W—
GAS LINE	—G—
OVERHEAD ELECTRIC	—OE—
TELEPHONE LINE	—T—
BUSH	⊕
TREE	⊕

SURVEY NOTES:

BEARING ON THE WEST LINE OF BALLAS ROAD ADOPTED FROM A SURVEY BY ELBRING SURVEYING CO. DURING NOVEMBER, 1956 — ORDER NO. 28355.

EASEMENT TO ST. LOUIS COUNTY WATER COMPANY RECORDED IN BOOK 2475, PAGE 420 DOES NOT AFFECT THIS PROPERTY.

SUBJECT TO EASEMENT FOR VEHICULAR AND PEDESTRIAN ACCESS AND EGRESS, AND AN EASEMENT FOR UTILITY, SANITARY, AND STORM SEWER PURPOSES TO ST. JOSEPH'S CONVENT OF MERCY IN ST. LOUIS RECORDED IN BOOK 6594, PAGE 1149.

PROPERTY REFERENCE FROM MISSOURI TITLE COMPANY COMMITMENT, DATED FEBRUARY 15, 1985 AT 8:00 A.M., APPLICATION NO. 267957.

PLUMBNESS OF WALLS WAS NOT DETERMINED.

THERE ARE NO ENCROACHMENTS AS OF DATE OF SURVEY BY HEIDEMAN & ASSOCIATES, INC.

MSD BENCHMARK:

13-233 646.42 - "SQ." ON THE SOUTHERN CORNER OF A 7.5' X 7.5' CONCRETE BASE OF AN ORNAMENTAL SIGN AT THE ST. JOHN'S MERCY HOSPITAL; 365' WEST OF BALLAS ROAD AND 50' NORTH OF CONWAY ROAD ALSO 30' WEST OF CARDINAL RITTER DRIVE ENTRANCE.

ENGINEERING DECLARATION

THE INFORMATION ON THIS PLAN IS FROM EXISTING AVAILABLE DATA. THE ENGINEERING IS PRELIMINARY AND CONCEPTUAL AND SHALL NOT BE CONSTRUED AS THE FINAL DESIGN FOR CONSTRUCTION, BUT FOR PRELIMINARY COSTS AND CONCEPT ONLY. THIS PRELIMINARY IS SUBJECT TO CHANGE BASED ON COMPLETE FIELD INFORMATION, ENGINEERING CALCULATIONS, AND FUTURE AVAILABLE DATA.

Architects or Designers or Engineers Logo:

HEIDEMAN ASSOCIATES, INC.
A Zak Company
13545 Barrett Parkway Drive Suite 200
St. Louis, Missouri 63021
p 314.822.2217
f 314.822.7658
www.zakcompanies.com

No.	Date	Revisions
1		
2		
3		
4		
5		
6		

NAME: MICHAEL J. VELLOFF
LICENSE NUMBER: E-2000161862
DISCIPLINE: CIVIL
CORPORATION AUTHORITY NUMBER: 001194

THE SEAL OF MICHAEL J. VELLOFF ON THIS DRAWING APPLIES ONLY TO THE CIVIL ENGINEERING WORK HE DOES NOT APPLY NOR IS ANY RESPONSIBILITY TAKEN FOR ENVIRONMENTAL, GEOTECHNICAL, INCLUDING BUT NOT LIMITED TO, SOILS, STABILITY, STRUCTURAL, HVAC, PLUMBING, ELECTRICAL, FIRE PROTECTION, TRAFFIC, ENGINEERING, SURVEYING, BOUNDARY AND TOPOGRAPHIC, OR ARCHITECTURAL (BUILDING OR LANDSCAPE).

MICHAEL JAMES VELLOFF
NO. E-2000161862
REGISTERED PROFESSIONAL ENGINEER

Building Name: **MERCY HOSPITAL - ST. LOUIS**
615 S. Ballas Road
Creve Coeur, Missouri 63141

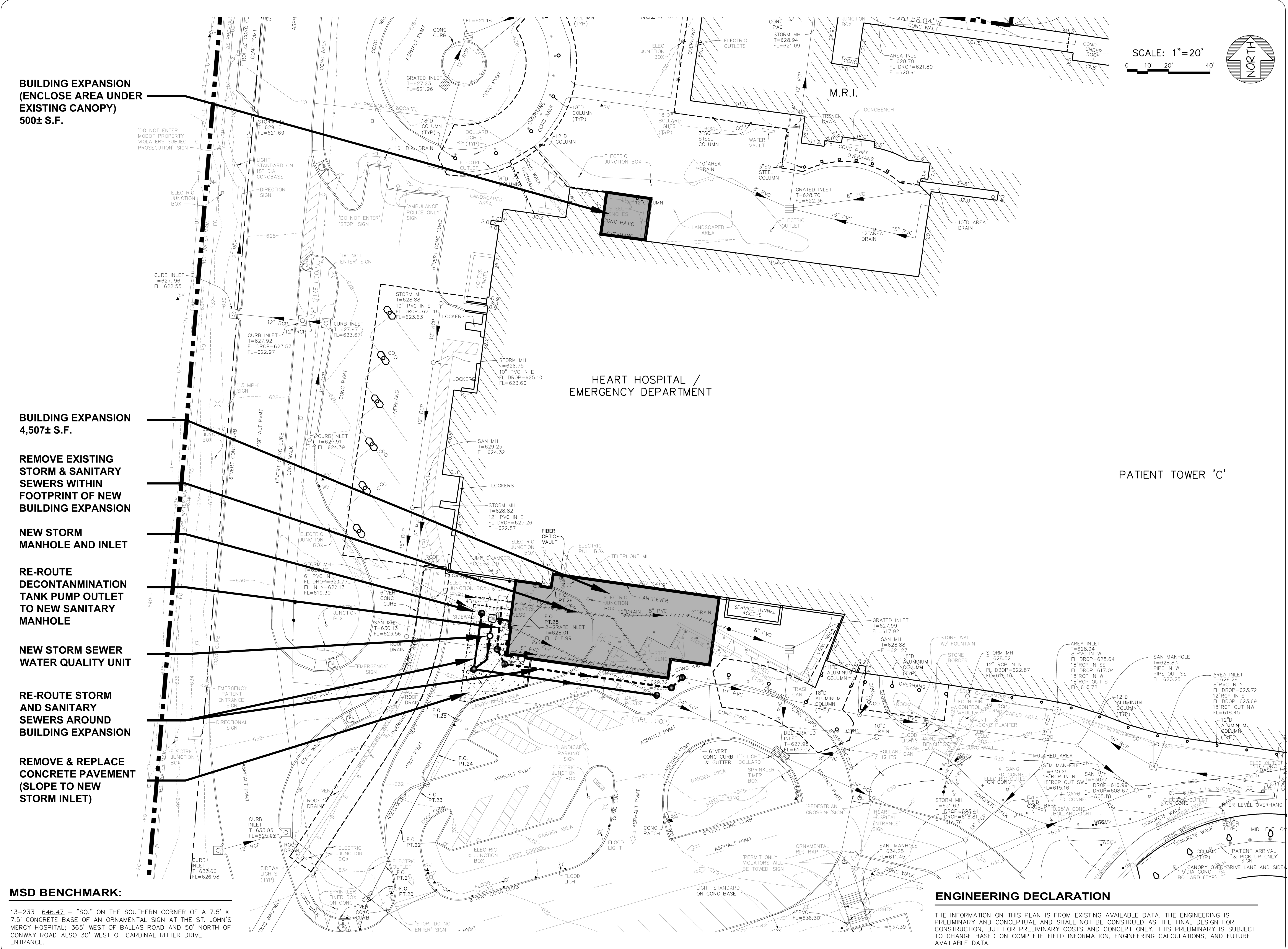
Project Name & Project Number: **Emergency Dept. Expansions**

Date: **01/06/2017**
Drawn By: **DDP**
Checked By: **MJV**
Scale: **NOTED**

Sheet Name: **COVER SHEET**

Floor No. **Site**

Sheet No. **C1**



SCALE: 1"=20'

0 10' 20' 40'

NORTH

MSD BENCHMARK:

13-233 646.42 - "SQ." ON THE SOUTHERN CORNER OF A 7.5' X 7.5' CONCRETE BASE OF AN ORNAMENTAL SIGN AT THE ST. JOHN'S MERCY HOSPITAL; 365' WEST OF BALLAS ROAD AND 50' NORTH OF CONWAY ROAD ALSO 30' WEST OF CARDINAL RITTER DRIVE ENTRANCE.

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MICHAEL J. VELLOFF
NO. E-2000161862
PROFESSIONAL ENGINEER

SIMS JOB NUMBER:

Sign & Seal

Building Name:

MERCY HOSPITAL - ST. LOUIS
615 S. Ballas Road
Creve Coeur, Missouri 63141

Project Name & Project Number:

Emergency Dept. Expansions

Date:

01/06/2017

Drawn By:

MJV

Checked By:

DDP

Scale:

NOTED

Sheet Name:

SITE / GRADING PLAN

Floor No.

Site

Sheet No.

C2

14# 161157.00

REPLACE PLANTINGS
DISTURBED BY
CONSTRUCTION ACTIVITIES

REMOVE EXISTING
TREES & SHRUBS
WITHIN LIMITS OF
BUILDING EXPANSION

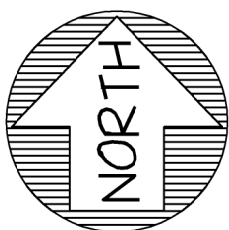
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SCALE: 1"=20'



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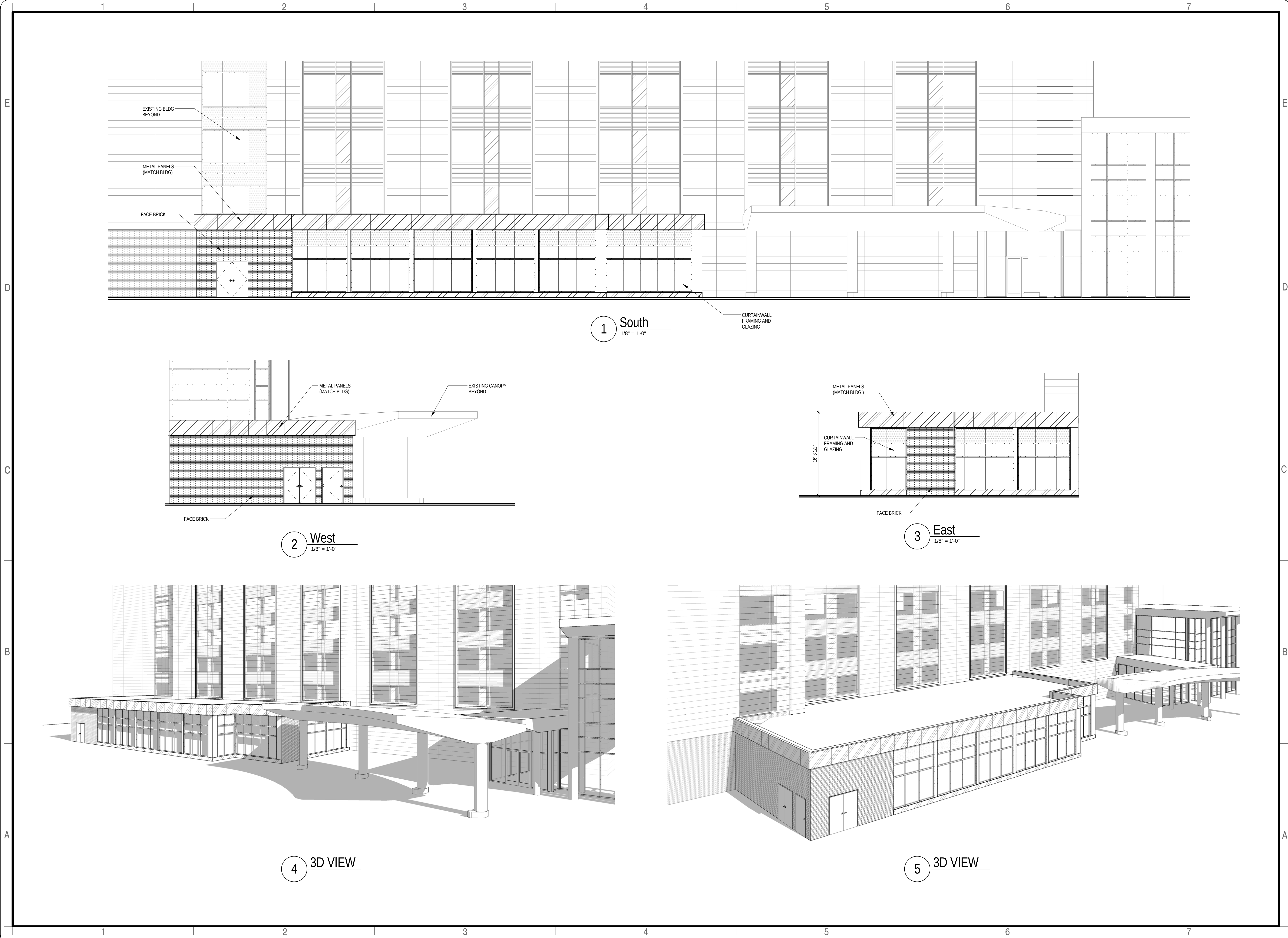
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SIGN & SEAL
SIMS JOB NUMBER:
Building Name:
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615 S. Ballas Road
Creve Coeur, Missouri 63141
Project Name & Project Number:
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Sheet Name:
LANDSCAPE PLAN
Date:
01/06/2017
Checked By:
MJV
Drawn By:
DDP
Scale:
NOTED

Floor No.
Site
Sheet No.
L1



Archimages
architecture | interiors

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www.archimages-stl.com

Revision

No. Date

Proposed:

JAMES ANTHONY HUBER
MO ARCHITECT LICENSE NO. A-105843
LICENSE EXPIRES 12-31-18

NOT FOR
CONSTRUCTION

MERCY HOSPITAL ST. LOUIS
625 New Ballas Rd. #7040, St. Louis, MO. 63141

MERCY ER ADDITION

16181
01/05/17
1/8" = 1'-0"

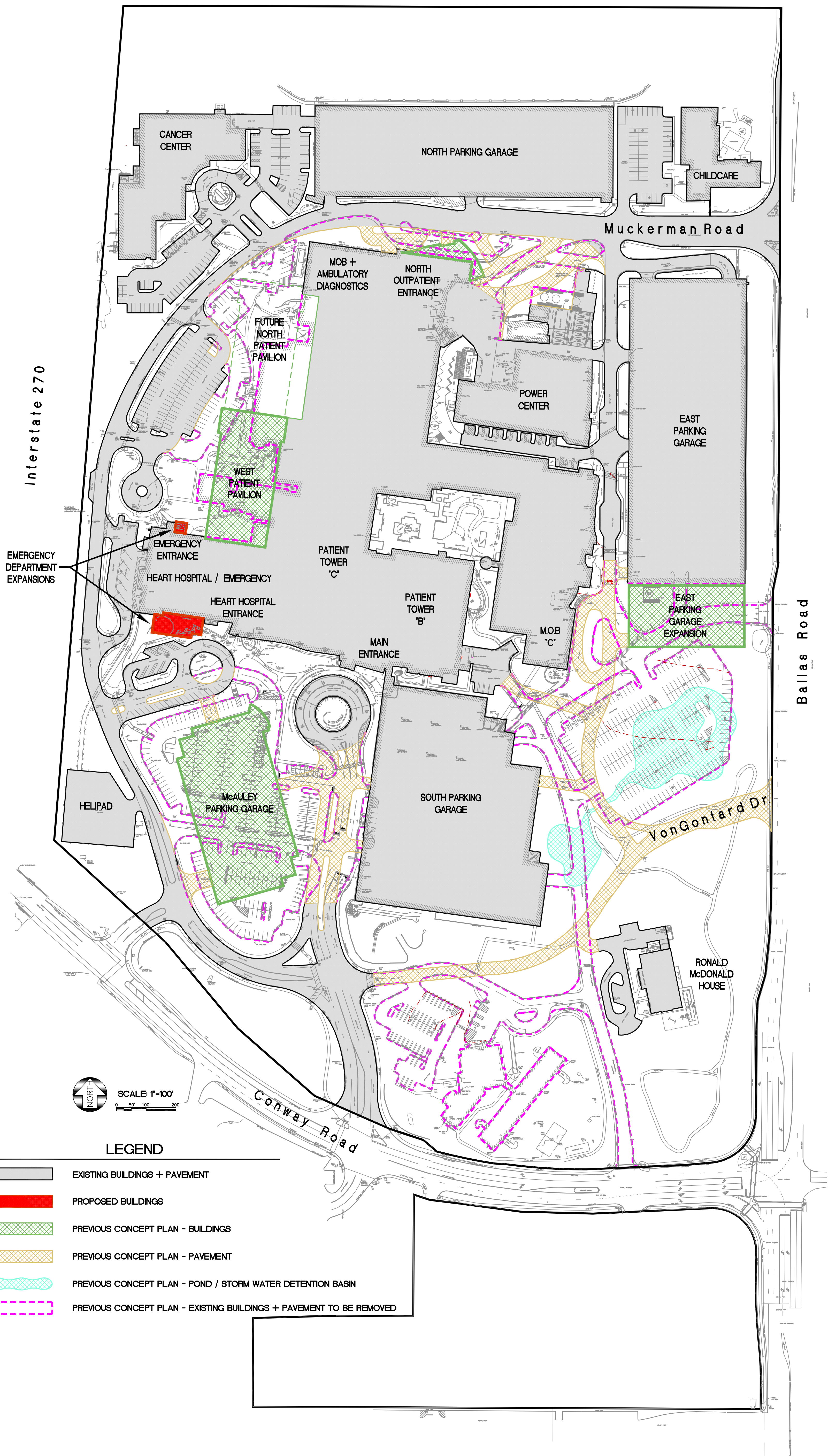
Mercy

336

FLOOR NO.

SHEET NO.

A4.0



Engineers Logo:



Consulting Engineers
HEIDEMAN ASSOCIATES, INC.

A Zak Company

13545 Barrett Parkway Drive
Suite 200
St. Louis, Missouri 63021

p 314.822.2217
f 314.822.7858
www.zakcompanies.com

Sign & Seal:

Owners Name:

Mercy Hospital - St. Louis
615 South New Ballas Road
Creve Coeur, Missouri 63141

Project Name:

Amended Master Concept Plan

Owners Logo:



Date:

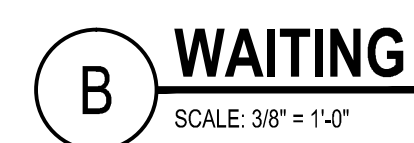
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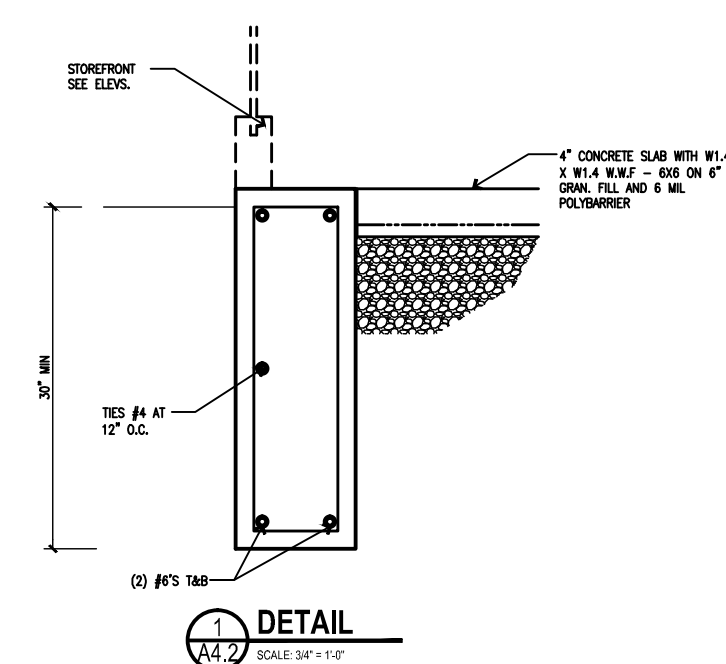
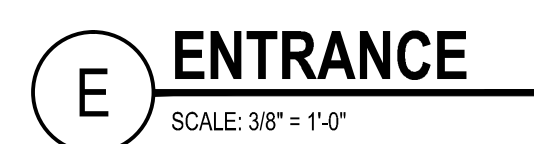
1" = 100'

Sheet No.

1 of 1



D **ENTRANCE**
SCALE: 3/8" = 1'-0"

[illegible]

PLANNING AND ZONING COMMISSION PUBLIC HEARING

CITY OF CREVE COEUR, MISSOURI

300 NORTH NEW BALLAS ROAD

MONDAY, FEBRUARY 6, 2017

6:30 P.M.

PUBLIC HEARINGS

Application No. 17-006

Application No. 17-007

Application No. 17-003

THOSE IN ATTENDANCE:

Ms. Beth Kistner, Chair

Mr. Tim Carney

Ms. Muriel Hall

Mr. Gene Rovak

Ms. Heather Silverman

Mr. Matthew Schuh

Mr. Curtis Lee, Acting 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)974-1199

1 CHAIRMAN KISTNER: All right, next Application
2 No. 17-007: An amendment to the site concept plan and
3 site development plan approval for Mercy Hospital
4 emergency department building addition at 615 South New
5 Ballas Road.

6 And I'm going to turn it over to our --
7 Mr. Rovak. I will recuse myself since I work for Mercy.

8 MR. SCHUH: Mr. Acting Chairman, just to
9 reiterate my previous position from the last meeting where
10 Mercy came before the Council, my -- my -- my law firm has
11 a third-party contribution claim against Mercy in a case.

12 We've spoken with our legal counsel. He's not
13 find it being an absolute conflict in this case. I
14 believe I'm capably -- capable of being fair and
15 impartial. And I've actually spoken with Mercy's counsel
16 --

17 CHAIRMAN ROVAK: That's what I --

18 MR. SCHUH: -- in that case, and I've told them
19 if they have an issue with me hearing these matters, to
20 please let me know, and I've never heard back from them.

21 CHAIRMAN ROVAK: Okay. Thank you. That will be
22 in the record -- in the minutes.

23 MS. KELLY: We apologize, we forgot to note this
24 is a public hearing.

25 We would need to be sworn in.

1 CHAIRMAN ROVAK: Okay. Who do we have at this
2 time?

3 (The speakers were sworn in by the court
4 reporter.)

5 CHAIRMAN ROVAK: Okay. Applicant, on behalf of
6 the applicant.

7 MR. HUBER: I'm Jim Huber with Archimages
8 Architects.

9 We are looking at adding some small square
10 footage on to the existing ER space of the hospital.

11 So to the north of the hospital, they want to
12 enclose an outdoor area that currently is a -- has a
13 canopy over the top, and they want to close that for
14 expansion for their waiting room to the ER. It's about
15 500 square feet. It will be enclosed with aluminum glass,
16 storefront and match existing facility.

17 On the south side, they will be adding a 4,000
18 square foot addition on for ten additional exam rooms to
19 the ER. It will come out on the south side. It will be a
20 construction of brick and metal panels and aluminum
21 storefront, again, to match the existing facility on the
22 south side.

23 CHAIRMAN ROVAK: Are there any exhibits or
24 anything that you want to -- want to show us now or can
25 you wait until after the City has spoken on this or --

1 MR. HUBER: We have some exhibits -- or do you
2 have those in front of you in your packet of information?

3 CHAIRMAN ROVAK: Right. I'm looking at them.

4 MR. HUBER: So those exhibits are all there.
5 The 3D renderings of the outside of the facility are
6 there.

7 The -- on page 2 of that, on your upper
8 right-hand corner, it shows the site plan with the two
9 additions. It shows an elevation of that north side,
10 which is our storefront and metal panel.

11 CHAIRMAN ROVAK: Okay.

12 MR. HUBER: And on the bottom of that page is
13 our 3D renderings of the south side addition. And, again,
14 that shows the brick and --

15 CHAIRMAN ROVAK: All right. Thank you.

16 MR. HUBER: So that lower area then shows the 3D
17 renderings from either side of the addition. Brick on the
18 one side with metal panel at the top, and then aluminum
19 glass storefront there across the front, so.

20 CHAIRMAN ROVAK: I don't have questions. I mean
21 I read through this somewhat briefly, but nothing jumped
22 out at me.

23 MR. HUBER: Okay.

24 CHAIRMAN ROVAK: I don't know if any other of
25 the Commissioners have questions that they would like to

1 ask of the applicant? No.

2 MR. CARNEY: The only stipulation was that you
3 were going to submit a landscape plan.

4 MR. HUBER: We will to do that with our final
5 submission. Yes, we will. Yes, we will.

6 MR. CARNEY: I don't see any others.

7 CHAIRMAN ROVAK: Okay. Well, thank you.

8 We have anything on behalf of the City regarding
9 the review?

10 MS. KELLY: Whitney Kelly, City Planner, on
11 behalf of the City of Creve Coeur.

12 All site concept and site development plan
13 approvals is required by the Planning and Zoning
14 Commission, the development for any the projects within
15 the Planned Hospital District.

16 As this is over 500 square feet, it, therefore,
17 prompts our review.

18 We do foresee, this is minor addition to the
19 existing site concept plan, and that both of the additions
20 are internal to the site and will not -- will not create
21 any issue for surrounding property.

22 CHAIRMAN ROVAK: All right. Thank you.

23 Were there any other issues or conditions
24 imposed other than what we see here?

25 MR. JAGGI: I would -- I would just point out,

1 adding to Whitney's remarks from the staff.

2 We do expect and have been notified that Mercy
3 will be submitting a more extensive revision to the site
4 concept plan that will be submitted to this Commission to
5 review at a later time.

6 This site concept plan amendment is specific to
7 just these two relatively small minor additions.

8 CHAIRMAN ROVAK: Okay. And -- and for it -- the
9 forthcoming plan is not going to obviate this or supercede
10 it?

11 MR. JAGGI: No.

12 CHAIRMAN ROVAK: So this will remain? Okay.

13 MR. JAGGI: Yes, this will remain until --

14 CHAIRMAN ROVAK: That's correct.

15 MR. JAGGI: -- a new concept plan is submitted
16 for review by the City, P&Z and City Council. But that is
17 expected in the next two to three months.

18 CHAIRMAN ROVAK: All right. Thank you.

19 Are there any other -- does anybody from the
20 audience have any comments or questions?

21 Okay.

22 With none, I think entertain a motion.

23 MR. CURTIS: Yes.

24 Let me -- Chairman, if I might. I'd like to
25 introduce the notice of documentation, the notices which

1 are in the possession of the City Clerk, the specific
2 documents, the staff reports, Planning and Zoning letters
3 and minute excerpts, documents of any presenters that are
4 contained here and including all written submittals, the
5 City Code of Ordinances and the Charter, the City
6 Comprehensive Plan, and the public file regarding this
7 application, including any letters.

8 CHAIRMAN ROVAK: Thank you.

9 MR. CURTIS: Thank you, Mr. Chairman.

10 CHAIRMAN ROVAK: Okay. Ready for a motion.
11 Entertain a motion.

12 MR. CARNEY: All right.

13 I move to recommend approval of Application
14 No. 17-007 for the amendment to the site concept plan for
15 Mercy, and approval of the site development plans for the
16 emergency department addition subject to the conditions
17 and the draft resolution accompanying the staff report to
18 the meeting of February 6th, 2017.

19 CHAIRMAN ROVAK: Okay. We have a second?

20 MS. HALL: Second.

21 CHAIRMAN ROVAK: Second.

22 Call for vote.

23 Let me get my roll call correct here.

24 Okay. Mr. Carney?

25 MR. CARNEY: Aye.

1 CHAIRMAN ROVAK: Ms. Hall?

2 MS. HALL: Aye.

3 CHAIRMAN ROVAK: Ms. Silverman is not here.

4 Mr. Schuh?

5 MR. SCHUH: Aye.

6 CHAIRMAN ROVAK: Okay.

7 And the Chair votes -- Acting Chair votes aye.

8 MR. JAGGI: The resolution to approve the
9 revision to the site concept plan, site development plan,
10 will be considered by the City Council on Monday's
11 meeting, February 13.

12 MR. HUBER: Okay. Thank you.

13 CHAIRMAN ROVAK: Thank you.

14 (This ends the public hearing.)

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

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

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

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



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

Meeting: 02/13/17 07:00 PM
Department: Public Works Department
Category: Resolution
Prepared By: Matt Wohlberg
Department Head: Jim Heines

SCHEDULED

RESOLUTION

Resolution No. 1263 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Execution of the Necessary Documents for Submitting the Project Proposal Application and Later for Executing an Agreement for a Grant-In-Aid from the Federal Transportation Improvement Program Grant Commission through the Surface Transportation Program - Sub-Allocated Grant Program for Improvements to Fernview Drive.

Staff recommends that the City pursue federal grant assistance for \$250,000 of the costs to resurface Fernview Drive, generally from Gallagher Drive to Olive Boulevard. The grant funding represents approximately 69% of the estimated cost of the project. If the grant application is successful, construction for this project would be expected in FY2021.

RESOLUTION NO. 1263

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE EXECUTION OF THE NECESSARY DOCUMENTS FOR SUBMITTING THE PROJECT PROPOSAL APPLICATION AND LATER FOR EXECUTING AN AGREEMENT FOR A GRANT-IN-AID FROM THE FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM GRANT COMMISSION THROUGH THE SURFACE TRANSPORTATION PROGRAM - SUB-ALLOCATED GRANT PROGRAM FOR IMPROVEMENTS TO FERNVIEW DRIVE.

WHEREAS, the City Council deems it necessary and recognizes the need to improve its existing roadway network to serve the citizens of Creve Coeur as well as those in the metropolitan area, and

WHEREAS, the City Council recognizes this Surface Transportation Program - Sub Allocated (STP-S) Grant as an excellent opportunity to improve Fernview Drive for the benefit of the community.

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

1. Application shall be made under the STP-S Grant for a grant-in-aid to assist with a substantial portion of the costs to repave Fernview Drive, generally from Gallagher Drive to Olive Boulevard.
2. That the project proposal described herein be prepared and submitted to the STP-S Grant Commission for reimbursement.
3. The City Administrator is hereby authorized to sign and execute the necessary documents for forwarding the project proposal application for a grant-in-aid under the STP-S Grant Commission.
4. If a grant is awarded, the City of Creve Coeur will enter into an agreement or contract with the Commission regarding said grant.

Adopted this 13th day of February, 2017.

Barry Glantz
Mayor

Attest:

Resolution

Meeting of February 13, 2017

Deborah Ryan, MRCC
City Clerk



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: February 6, 2017

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works

FROM: Rich Beran, P.E., Civil Engineer
Matt Wohlberg, P.E., City Engineer

SUBJECT: Recommendation for Federal Grant Application
Fernview Drive Resurfacing Project

Staff recommends that the City pursue federal grant assistance to for roadway improvements to Fernview Drive. A resolution from the City Council supporting the grant is a requirement of the grant application.

Project Scope

The improvements to Fernview Drive will involve roadway resurfacing and some concrete curb replacement.

Sidewalks are recommended to be considered as a future improvement to Fernview Drive. Staff recommends further review and public meetings to determine the viability of installing such a sidewalk, and portions of Fernview Drive could deteriorate beyond what resurfacing can repair in the time required for this review.

If the grant application is successful, staff expects construction would be completed in FY2021.

Project Costs

Staff recommends pursuit of a federal Surface Transportation Program – Suballocated (STP-S) grant for improvements to Fernview Drive. Staff finds that the relatively high traffic along Fernview Drive and the benefits from the resurfacing would allow the City to pursue a grant for 80% of the construction cost (about 69% overall).

The anticipated costs for the Fernview Drive Improvements Project include:

Project Stage	Fiscal Year	Total Cost	Grant Funding	City Funding
Design	FY2019	\$ 50,000	\$ 0	\$ 50,000
Right of Way	FY2020	\$ 0	\$ 0	\$ 0
Construction	FY2021	\$ 312,500	\$ 250,000	\$ 62,500
	Total	\$ 362,500	\$ 250,000	\$ 112,500

Staff recommends that the City incur the cost for the design stage in order to expedite it.

Recommendation

Staff finds that the STP-S grant program offers a substantial benefit to the City. Staff recommends pursuit of a STP-S grant of \$250,000 for Fernview Drive, which would represent approximately 69% of the total cost of this project.

Attachments: Public Works Staff Memorandum 2017 Federal Grant Forecast and Recommended Applications, dated January 3, 2017.



DEPARTMENT OF PUBLIC WORKS OFFICE MEMO

DATE: January 3, 2017

TO: Jim Heines, Director of Public Works

FROM: Rich Beran, P.E., Civil Engineer
Matt Wohlberg, P.E., City Engineer

SUBJECT: 2017 Federal Grant Forecast and Recommended Applications

City staff proposes to pursue federal grant assistance for the rehabilitation of the asphalt portion of Fernview Drive as well as to reapply for the rehabilitation of the south half of Mosley Road. Grant applications are currently being accepted, and City staff expects that, should the proposal for both of these be successful, construction would occur in 2021.

Background and Grant Funding Opportunities

The East-West Gateway Council of Governments (EWG) is currently accepting applications for federal funding assistance for its annual Surface Transportation Program – Suballocated (STP-S). STP-S funds can be used for projects such as pavement preservation, highway expansion, congestion mitigation, safety, environmental mitigation, transit, and pedestrian facilities. The City of Creve Coeur has been successful in using these grant opportunities to secure financial assistance to complete projects on its arterial and collector roadways, such as Spoede Road, Conway Road, Graeser Road, and most recently, Coeur de Ville Drive. Another project, along Warson Road, is currently in the design phase with construction expected to be completed late this year.

Last year, the City applied for financial assistance to rehabilitate the southern half of Mosley Road as well as the City's section of Emerson Road. The Emerson Road application was successful while the Mosley Road application was not.

In addition to the STP-S, EWG makes available the opportunity for local governments to apply for financial assistance to construct projects that promote alternative modes of transportation. This is *not* made available on an annual basis and the funding is referred to as the Transportation Alternatives Program (TAP). It was previously called the Surface Transportation Program – Enhancements (STP-E). It was awarded to the City to construct the Olive Boulevard Decorative Lighting (from Cross Creek Drive to Mason Road) as well as the Ladue Road Sidewalk Improvements Project (from Graeser Road to Coeur de Ville Drive). In 2015, the City applied for, and was successful in obtaining, a grant to construct sidewalk along Emerson Road from Old Ballas Road to Ladue Road. Bids for this project were opened on Thursday, January 5, 2017 with construction anticipated to begin this spring. The City applied for another TAP grant for the Creve Coeur Office Park Pedestrian Improvements last year but was not successful in obtaining funding for it. EWG has made it known that another round of funding for TAP will be made available later in 2017. Staff anticipates applying for the grant once again.

Grant Scoring

East-West Gateway uses a calculated cost-effectiveness score to rank the applications for funding. This score is expressed in dollars and generally represents the federal cost per unit of benefit gained by the project. In this system, the lower the score, the higher the ranking.

The funding made available last year was approximately \$46,000,000. The cutoff for last year's round of project applications was approximately \$1,000 (projects whose score was above this were not recommended for funding).

Project Evaluation for Mosley Road

Last year's application for Mosley Road requested \$500,000 for improvements to the south "half" of the street, from Ladue Road to Mosley Acres Drive. This application was unsuccessful, because its cost-effectiveness score was determined by EWG to be \$1,097.94 and missed the \$1,000 cutoff.

The current round of available federal funding for STP-S is approximately \$35,000,000. To meet the cutoff and be recommended for funding at this threshold, the application would need to score no more than \$900. Since this cutoff is based on the cumulative dollar amount of recommended applications, it varies from year to year. Therefore, staff would recommend a score of no more than \$850 to have a reasonable chance of being successful with this year's applications.

In order to achieve a score of \$850 for improvements to the south half of Mosley Road, the City should request no more than \$440,000 in grant funding. Staff recommends a request of \$425,000 to increase the probability of being recommended for funding and to help protect against uncertainties such as the number of applications submitted by other municipalities and estimated costs of those proposed projects.

Staff has estimated EWG's cost-effectiveness score and corresponding City costs completing the Mosley Road concept plan. The scope of this project would involve roadway resurfacing, sidewalk replacements and adjustments, partial reconstruction of the hills and "S" curve to improve roadway geometry, roadway widening to provide consistent width and to avoid drains near Ladue; and drainage improvements.

Benefits. Mosley Road would be improved to be about as good as it could be within its current right of way: the pavement would be new, the sidewalk would be ADA compliant, and the geometry of the road would be brought to standard.

Concerns. The project would need to have several utility poles moved to accommodate the widening on the south end. The amount of land disturbance would likely require stormwater mitigation, and easements are needed from several properties in order to accommodate the envisioned drainage swales. Easements are needed from more properties in this project than any other the City has completed recently.

The project and scoring were evaluated for the entire length of Mosley Road (Ladue Road to Olive Boulevard), south half (Ladue Road to Mosley Acres Drive, and north half (Mosley Acres Drive to Olive Boulevard)

When estimating the EWG scoring for a project that involves only half of Mosley Road, the maximum amount the City should request (based on a cost-effectiveness score of \$850) is approximately \$425,000. If the project is pursued in two phases, this same amount could be requested for each half of the project, for a total grant amount of \$850,000. When staff estimated the scoring of a project that involved the entire length of Mosley Road, the maximum amount that should be requested was found to be \$500,000. Considering this, staff does not recommend applying for a grant to rehabilitate all of Mosley Road as a single project.

The anticipated costs for implementing the Mosley Road Concept Plan in two phases are outlined below, as is the City's share in each project.

<u>Project Phase</u>	<u>South Half</u>	<u>North Half</u>
<i>Design</i>	\$ 75,000	\$ 75,000
<i>Right of Way</i>	\$ 50,000	\$ 50,000
<i>Construction</i>	\$568,000	\$634,200
<i>Total</i>	\$693,000	\$759,200
 <i>Grant Amount</i>	 \$425,000	 \$425,000
Cost to City	\$268,000	\$334,200

Staff also evaluated the costs to the City if the project was not part of a federal grant and if the scope of work included only resurfacing the pavement, selective sidewalk replacement, and new curb ramps. This would not require design by a consultant, and no additional right of way would be needed since there would be no corrections made to the horizontal curves. This is summarized below:

	<u>South Half</u>	<u>North Half</u>
Cost to City	\$306,900	\$302,800

Staff has concluded that the best value for the City would be to apply for a grant to rehabilitate the south half of Mosley Road in the current round and to apply for the north half of Mosley Road in the next round. The overall cost to the City for the two projects is nearly equal to the cost of simply resurfacing Mosley Road as a City-funded project, but the improvements that would be made through the grant-subsidized project would be significant. Despite the need to pay for design, and perhaps easements, the value of the grant project remains greater.

That said, Mosley Road cannot last forever without significant improvements. If the City is unsuccessful with this application for a grant, then staff recommends that the City consider resurfacing Mosley Road in the near future outside of the grant framework.

Fernview Drive Project and Evaluation

The asphalt pavement of Fernview Drive (from Olive Boulevard to Gallagher Road) is deteriorating and in need of resurfacing. The City was recently successful in obtaining a change of the road's functional classification to make it eligible for federal funding along with several others. Staff finds it as an excellent opportunity to resurface Fernview Drive at a greatly reduced cost to the City by performing the work through the STP-S grant.

Staff has evaluated the EWG scoring methodology for a roadway project along Fernview Drive and found that to meet the recommended score of \$850 as mentioned previously, the City should request no more than \$320,000 with the grant application.

After internal discussions, pavement core testing, and site reviews, staff developed a preliminary scope and construction cost estimate for the project. The notable improvements envisioned for Fernview Drive include a 2" mill and overlay of the asphalt pavement. For federal funding eligibility, these improvements will require professional engineering design and the development of roadway construction plans that detail the various aspects of the project. The proposed roadway improvement project is expected to cost approximately \$362,000 (projected for 2021 construction), as follows:

Survey and Engineering	\$ 50,000
Roadway Improvements.....	\$ 302,000
Landscape and Streetscape Improvements.....	\$ 10,000
Total Cost	\$ 362,000

Staff recommends to seek federal funds for only the construction portion of the project. The maximum amount of federal funds requested for any phase of the project is 80%. This amounts to approximately \$250,000. Doing so would result in an estimated cost-effectiveness score of approximately \$662 – an excellent score and likely one to receive a funding recommendation from EWG. The total cost to the City would be \$112,000.

Based on the estimated cost-effectiveness score, staff believes it to be a good opportunity to incorporate enhancement elements into the project, such as decorative lighting to replace the old light poles along the current roadway. A preliminary cost estimate for the enhanced project is as follows:

Survey and Engineering	\$ 61,000
Roadway Improvements.....	\$ 302,000
Landscape and Streetscape Improvements.....	\$ 208,000
Total Cost	\$ 571,000

Again, only construction costs would be recommended for federal funding. At 80% reimbursement, this would result in a request for \$408,000 and an estimated cost-effectiveness score of approximately \$1,080 – too high to be recommended for funding. Therefore, staff would recommend a request for \$300,000 which results in an estimated cost-effectiveness score of approximately \$795 – still below the \$850 recommended score to have a reasonable chance of recommendation for grant funding. The total cost to the City would be \$271,000.

Similarly to the Mosley Road evaluation, staff evaluated the costs should the project be funded entirely by the City. A project to resurface Fernview Drive – without lighting improvements - is estimated to cost approximately \$300,000. Therefore, staff would recommend pursuing a grant application that would include decorative lighting along Fernview Drive in addition to the resurfacing. The additional improvements would still cost less to the City than an internal project without those improvements.

Recommendation

The City has found considerable success with federal grant funding for roadway improvements, including projects to resurface Spoede Road, Conway Road, and Graeser Road. Given the funding opportunity and the size of the proposed projects, City staff recommends pursuit of STP grant funding for two projects in the current application round: 1.) improvements to Fernview Drive, to include decorative lighting, and 2.) a re-application of the concept plan improvements to the south half of Mosley Road.



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

Meeting: 02/13/17 07:00 PM
Department: Public Works Department
Category: Resolution
Prepared By: Matt Wohlberg
Department Head: Jim Heines

SCHEDULED

RESOLUTION

Resolution No. 1264 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Execution of the Necessary Documents for Submitting the Project Proposal Application and Later for Executing an Agreement for a Grant-In-Aid from the Federal Transportation Improvement Program Grant Commission through the Surface Transportation Program – Sub-Allocated Grant Program for the Mosley Road Improvement Project – Phase 1.

Staff recommends that the City pursue a federal grant to fund up to \$425,000 of the costs to improve Mosley Road. The grant amount represents approximately 60% of the estimated cost of the project. This project would be the first of two phases and would involve Mosley Road from Ladue Road to Mosley Acres Drive. If the grant application is successful, construction of this project would be expected in FY2021.

RESOLUTION NO. 1264

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE EXECUTION OF THE NECESSARY DOCUMENTS FOR SUBMITTING THE PROJECT PROPOSAL APPLICATION AND LATER FOR EXECUTING AN AGREEMENT FOR A GRANT-IN-AID FROM THE FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM GRANT COMMISSION THROUGH THE SURFACE TRANSPORTATION PROGRAM - SUB-ALLOCATED GRANT PROGRAM FOR THE MOSLEY ROAD IMPROVEMENT PROJECT - PHASE 1.

WHEREAS, the City Council deems it necessary and recognizes the need to improve its existing roadway network to serve the citizens of Creve Coeur as well as those in the metropolitan area, and

WHEREAS, the City Council recognizes this Surface Transportation Program - Sub Allocated (STP-S) Grant as an excellent opportunity to improve Mosley Road for the benefit of the community.

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

1. Application shall be made under the STP-S Grant for a grant-in-aid to assist with a substantial portion of the costs to repave, reshape, and otherwise improve Mosley Road and its sidewalks, generally from Ladue Road to Mosley Acres Drive.
2. That the project proposal described herein be prepared and submitted to the STP-S Grant Commission for reimbursement.
3. The City Administrator is hereby authorized to sign and execute the necessary documents for forwarding the project proposal application for a grant-in-aid under the STP-S Grant Commission.
4. If a grant is awarded, the City of Creve Coeur will enter into an agreement or contract with the Commission regarding said grant.

Adopted this 13th day of February, 2017.

Barry Glantz
Mayor

Attest:

Resolution

Meeting of February 13, 2017

Deborah Ryan, MPCC
City Clerk



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: February 6, 2017

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works

FROM: Rich Beran, P.E., Civil Engineer
Matt Wohlberg, P.E., City Engineer

SUBJECT: Recommendation for Federal Grant Application
Mosley Road Improvements – Phase 1

Staff recommends that the City pursue federal grant assistance for roadway and sidewalk improvements to Mosley Road. A resolution from the City Council supporting the grant is a requirement of the grant application.

Project Scope

The improvements to Mosley Road will involve roadway resurfacing, adjustments to vertical and horizontal curves, minor widening, and pedestrian accessibility updates. These improvements are planned in two phases, with Phase 1 from Ladue Road to Mosley Acres Drive and Phase 2 from Mosley Acres Drive to Olive Boulevard.

If successful with the recommended grant application, construction of the Phase 1 improvements would be completed in FY2021.

Project Costs

Staff recommends pursuit of a federal Surface Transportation Program – Suballocated (STP-S) grant for improvements to Mosley Road. While these improvements technically qualify for 80% grant reimbursement, the increasingly competitive grant process has reduced the amount that the City can expect to get for this project to about 60% of the project cost.

The anticipated costs for the Phase 1 of the Mosley Road Improvements Project include:

Project Stage	Fiscal Year	Total Cost	Grant Funding	City Funding
Design	FY2019	\$ 75,000	\$ 0	\$ 75,000
Right of Way	FY2020	\$ 50,000	\$ 0	\$ 50,000
Construction	FY2021	\$ 568,000	\$ 425,000	\$ 143,000
	Total	\$ 693,000	\$ 425,000	\$ 268,000

Staff recommends pursuing grant funding for only the construction stage in order to expedite the design and right-of-way stages of the project.

Recommendation

Staff finds that the STP-S grant program offers a substantial benefit to the City. Staff recommends pursuit of a STP-S grant of \$425,000 for Phase 1 of Mosley Road, which would represent approximately 61% of the total cost of this project.

Attachments: Public Works Staff Memorandum 2017 Federal Grant Forecast and Recommended Applications, dated January 3, 2017.



DEPARTMENT OF PUBLIC WORKS OFFICE MEMO

DATE: January 3, 2017

TO: Jim Heines, Director of Public Works

FROM: Rich Beran, P.E., Civil Engineer
Matt Wohlberg, P.E., City Engineer

SUBJECT: 2017 Federal Grant Forecast and Recommended Applications

City staff proposes to pursue federal grant assistance for the rehabilitation of the asphalt portion of Fernview Drive as well as to reapply for the rehabilitation of the south half of Mosley Road. Grant applications are currently being accepted, and City staff expects that, should the proposal for both of these be successful, construction would occur in 2021.

Background and Grant Funding Opportunities

The East-West Gateway Council of Governments (EWG) is currently accepting applications for federal funding assistance for its annual Surface Transportation Program – Suballocated (STP-S). STP-S funds can be used for projects such as pavement preservation, highway expansion, congestion mitigation, safety, environmental mitigation, transit, and pedestrian facilities. The City of Creve Coeur has been successful in using these grant opportunities to secure financial assistance to complete projects on its arterial and collector roadways, such as Spoede Road, Conway Road, Graeser Road, and most recently, Coeur de Ville Drive. Another project, along Warson Road, is currently in the design phase with construction expected to be completed late this year.

Last year, the City applied for financial assistance to rehabilitate the southern half of Mosley Road as well as the City's section of Emerson Road. The Emerson Road application was successful while the Mosley Road application was not.

In addition to the STP-S, EWG makes available the opportunity for local governments to apply for financial assistance to construct projects that promote alternative modes of transportation. This is *not* made available on an annual basis and the funding is referred to as the Transportation Alternatives Program (TAP). It was previously called the Surface Transportation Program – Enhancements (STP-E). It was awarded to the City to construct the Olive Boulevard Decorative Lighting (from Cross Creek Drive to Mason Road) as well as the Ladue Road Sidewalk Improvements Project (from Graeser Road to Coeur de Ville Drive). In 2015, the City applied for, and was successful in obtaining, a grant to construct sidewalk along Emerson Road from Old Ballas Road to Ladue Road. Bids for this project were opened on Thursday, January 5, 2017 with construction anticipated to begin this spring. The City applied for another TAP grant for the Creve Coeur Office Park Pedestrian Improvements last year but was not successful in obtaining funding for it. EWG has made it known that another round of funding for TAP will be made available later in 2017. Staff anticipates applying for the grant once again.

Grant Scoring

East-West Gateway uses a calculated cost-effectiveness score to rank the applications for funding. This score is expressed in dollars and generally represents the federal cost per unit of benefit gained by the project. In this system, the lower the score, the higher the ranking.

The funding made available last year was approximately \$46,000,000. The cutoff for last year's round of project applications was approximately \$1,000 (projects whose score was above this were not recommended for funding).

Project Evaluation for Mosley Road

Last year's application for Mosley Road requested \$500,000 for improvements to the south "half" of the street, from Ladue Road to Mosley Acres Drive. This application was unsuccessful, because its cost-effectiveness score was determined by EWG to be \$1,097.94 and missed the \$1,000 cutoff.

The current round of available federal funding for STP-S is approximately \$35,000,000. To meet the cutoff and be recommended for funding at this threshold, the application would need to score no more than \$900. Since this cutoff is based on the cumulative dollar amount of recommended applications, it varies from year to year. Therefore, staff would recommend a score of no more than \$850 to have a reasonable chance of being successful with this year's applications.

In order to achieve a score of \$850 for improvements to the south half of Mosley Road, the City should request no more than \$440,000 in grant funding. Staff recommends a request of \$425,000 to increase the probability of being recommended for funding and to help protect against uncertainties such as the number of applications submitted by other municipalities and estimated costs of those proposed projects.

Staff has estimated EWG's cost-effectiveness score and corresponding City costs completing the Mosley Road concept plan. The scope of this project would involve roadway resurfacing, sidewalk replacements and adjustments, partial reconstruction of the hills and "S" curve to improve roadway geometry, roadway widening to provide consistent width and to avoid drains near Ladue; and drainage improvements.

Benefits. Mosley Road would be improved to be about as good as it could be within its current right of way: the pavement would be new, the sidewalk would be ADA compliant, and the geometry of the road would be brought to standard.

Concerns. The project would need to have several utility poles moved to accommodate the widening on the south end. The amount of land disturbance would likely require stormwater mitigation, and easements are needed from several properties in order to accommodate the envisioned drainage swales. Easements are needed from more properties in this project than any other the City has completed recently.

The project and scoring were evaluated for the entire length of Mosley Road (Ladue Road to Olive Boulevard), south half (Ladue Road to Mosley Acres Drive, and north half (Mosley Acres Drive to Olive Boulevard)

When estimating the EWG scoring for a project that involves only half of Mosley Road, the maximum amount the City should request (based on a cost-effectiveness score of \$850) is approximately \$425,000. If the project is pursued in two phases, this same amount could be requested for each half of the project, for a total grant amount of \$850,000. When staff estimated the scoring of a project that involved the entire length of Mosley Road, the maximum amount that should be requested was found to be \$500,000. Considering this, staff does not recommend applying for a grant to rehabilitate all of Mosley Road as a single project.

The anticipated costs for implementing the Mosley Road Concept Plan in two phases are outlined below, as is the City's share in each project.

<u>Project Phase</u>	<u>South Half</u>	<u>North Half</u>
<i>Design</i>	\$ 75,000	\$ 75,000
<i>Right of Way</i>	\$ 50,000	\$ 50,000
<i>Construction</i>	\$568,000	\$634,200
<i>Total</i>	\$693,000	\$759,200
 <i>Grant Amount</i>	 \$425,000	 \$425,000
Cost to City	\$268,000	\$334,200

Staff also evaluated the costs to the City if the project was not part of a federal grant and if the scope of work included only resurfacing the pavement, selective sidewalk replacement, and new curb ramps. This would not require design by a consultant, and no additional right of way would be needed since there would be no corrections made to the horizontal curves. This is summarized below:

	<u>South Half</u>	<u>North Half</u>
Cost to City	\$306,900	\$302,800

Staff has concluded that the best value for the City would be to apply for a grant to rehabilitate the south half of Mosley Road in the current round and to apply for the north half of Mosley Road in the next round. The overall cost to the City for the two projects is nearly equal to the cost of simply resurfacing Mosley Road as a City-funded project, but the improvements that would be made through the grant-subsidized project would be significant. Despite the need to pay for design, and perhaps easements, the value of the grant project remains greater.

That said, Mosley Road cannot last forever without significant improvements. If the City is unsuccessful with this application for a grant, then staff recommends that the City consider resurfacing Mosley Road in the near future outside of the grant framework.

Fernview Drive Project and Evaluation

The asphalt pavement of Fernview Drive (from Olive Boulevard to Gallagher Road) is deteriorating and in need of resurfacing. The City was recently successful in obtaining a change of the road's functional classification to make it eligible for federal funding along with several others. Staff finds it as an excellent opportunity to resurface Fernview Drive at a greatly reduced cost to the City by performing the work through the STP-S grant.

Staff has evaluated the EWG scoring methodology for a roadway project along Fernview Drive and found that to meet the recommended score of \$850 as mentioned previously, the City should request no more than \$320,000 with the grant application.

After internal discussions, pavement core testing, and site reviews, staff developed a preliminary scope and construction cost estimate for the project. The notable improvements envisioned for Fernview Drive include a 2" mill and overlay of the asphalt pavement. For federal funding eligibility, these improvements will require professional engineering design and the development of roadway construction plans that detail the various aspects of the project. The proposed roadway improvement project is expected to cost approximately \$362,000 (projected for 2021 construction), as follows:

Survey and Engineering	\$ 50,000
Roadway Improvements.....	\$ 302,000
Landscape and Streetscape Improvements.....	\$ 10,000
Total Cost	\$ 362,000

Staff recommends to seek federal funds for only the construction portion of the project. The maximum amount of federal funds requested for any phase of the project is 80%. This amounts to approximately \$250,000. Doing so would result in an estimated cost-effectiveness score of approximately \$662 – an excellent score and likely one to receive a funding recommendation from EWG. The total cost to the City would be \$112,000.

Based on the estimated cost-effectiveness score, staff believes it to be a good opportunity to incorporate enhancement elements into the project, such as decorative lighting to replace the old light poles along the current roadway. A preliminary cost estimate for the enhanced project is as follows:

Survey and Engineering	\$ 61,000
Roadway Improvements.....	\$ 302,000
Landscape and Streetscape Improvements.....	\$ 208,000
Total Cost	\$ 571,000

Again, only construction costs would be recommended for federal funding. At 80% reimbursement, this would result in a request for \$408,000 and an estimated cost-effectiveness score of approximately \$1,080 – too high to be recommended for funding. Therefore, staff would recommend a request for \$300,000 which results in an estimated cost-effectiveness score of approximately \$795 – still below the \$850 recommended score to have a reasonable chance of recommendation for grant funding. The total cost to the City would be \$271,000.

Similarly to the Mosley Road evaluation, staff evaluated the costs should the project be funded entirely by the City. A project to resurface Fernview Drive – without lighting improvements - is estimated to cost approximately \$300,000. Therefore, staff would recommend pursuing a grant application that would include decorative lighting along Fernview Drive in addition to the resurfacing. The additional improvements would still cost less to the City than an internal project without those improvements.

Recommendation

The City has found considerable success with federal grant funding for roadway improvements, including projects to resurface Spoede Road, Conway Road, and Graeser Road. Given the funding opportunity and the size of the proposed projects, City staff recommends pursuit of STP grant funding for two projects in the current application round: 1.) improvements to Fernview Drive, to include decorative lighting, and 2.) a re-application of the concept plan improvements to the south half of Mosley Road.



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

Meeting: 02/13/17 07:00 PM
Department: Public Works Department
Category: Resolution
Prepared By: Jim Heines
Department Head: Jim Heines

SCHEDULED

RESOLUTION

Resolution No. 1265 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Execution of a Contract with Archimages, Inc. to Perform as the Architectural Design Consultant and Head of the Design Team for the Proposed Police Building and Associated Site Work for a Fee of \$702,322 and Up to \$10,000 in Expenses.

The approval of this Resolution will allow the City Administrator to enter into a contract agreement with Archimages to provide Architectural and Site Design Services for the construction of the new Police building and associated site improvements.

Resolution

Meeting of February 13, 2017

RESOLUTION NO. 1265

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE EXECUTION OF A CONTRACT WITH ARCHIMAGES, INC. TO PERFORM AS THE ARCHITECTURAL DESIGN CONSULTANT AND HEAD OF THE DESIGN TEAM FOR THE PROPOSED POLICE BUILDING AND ASSOCIATED SITE WORK FOR A FEE OF \$702,322 AND UP TO \$10,000 IN EXPENSES.

WHEREAS, the City has completed an analysis of the space requirements at the Creve Coeur Government Center; and

WHEREAS, based on the analysis City Council and the residents of Creve Coeur by approval of "Proposition P" are in support of the construction of a new Police Building and associated site work; and

WHEREAS, staff is recommending to secure the services of an Architectural Design Team to perform all design aspects of the proposed Police Building and associated site construction; and

WHEREAS, firms offering these professional services have been competitively vetted per the requirements outlined in the City of Creve Coeur Code of Ordinances as well as the Missouri State Statutes.

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

Section 1.

The scope and fee proposal in the agreement with Archimages, Inc., attached hereto as the "Contract," "Exhibit A," and "Exhibit B" with a **Lump-Sum contract of \$702,322 for Design Services and a \$10,000 Not to Exceed for reimbursables for Not to Exceed total of \$712,322**, 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 "Exhibits A and B," 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 13th day of February, 2017.

Barry Glantz Mayor

Attest:

Deborah Ryan, MPCC
City Clerk

DRAFT AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the «Seventh» day of «February» in the year «2017.»
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

«City of Creve Coeur»
«300 North New Ballas Road »
«Creve Coeur, MO 63141 »
« »

and the Architect:
(Name, legal status, address and other information)

«Archimages»
«143 W. Clinton Place »
« St. Louis, MO 63122 »
« »

for the following Project:
(Name, location and detailed description)

New Police Facility located on the existing government center site.
in Creve Coeur, Missouri
The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

« »

§ 1.2 The Owner's anticipated dates for the receipt of final bid documents shall be

«No later than November 1, 2017»

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 By execution of this Contract, the Architect represents and agrees that (a) it is an experienced and registered architectural firm having the ability and skill necessary to perform all the services required of it under this Contract in connection with the design and construction phase services of a project having the scope and complexity of the Project contemplated herein; (b) it has the capabilities and resources necessary to perform its obligations hereunder; and (c) it is familiar with all current laws, rules and regulations which are applicable to the design and construction

phase services of the Project (such laws, rules and regulations including, but not limited to: appropriate local ordinances, requirements of building codes of city, county, state and federal authorities which are applicable to the Project, local utility laws, rules and regulations and appropriate orders and interpretations by governing public authorities of such ordinances, requirements, laws, rules and regulations in effect at the time of commencement of the Architect's services on the project), and that all drawings, plans, specifications and other documents prepared by the Architect must be prepared in accordance with, and must accurately reflect and incorporate, appropriate laws, rules and regulations.

The Architect hereby represents and agrees that the plans, drawings, specifications and other documents prepared by it pursuant to this Contract must be completed and functional for the purposes intended, except as to any deficiencies which are due to causes beyond the control of the Architect, and that the project, if constructed in accordance with such plans, drawings, specifications and other documents, will be structurally sound and a complete and properly functioning facility suitable for the purposes for which it is intended.

The Architect, in consideration of the Fee specified hereinafter, conveys and agrees to perform, in connection with this Project, with the assistance of competent registered professional staff and/or sub consultants including, but not limited to, architect, structural engineer, civil engineer, mechanical engineer, electrical engineer and any others as necessary, to complete the professional services as detailed herein or in any additional contract Attachments/Exhibits.

The Architect agrees to act in a reasonable, responsive and timely manner in the performance of all services under this Contract.

The Architect is responsible for the coordination of all drawings and other design documents relating to the Architect's project design, regardless of whether such drawings and documents are prepared by the Architect or by the Architect's consultants. If preliminary or design development work has been performed by others, the Architect is nevertheless fully responsible for and accepts full responsibility for such earlier work when the Architect performs subsequent phases of the Basic Services, as fully as if the preliminary, schematic, and design development work had been performed by the Architect itself. The Architect is responsible for coordination and internal checking of all design documents and for the accuracy of all dimensional, layout and specified information contained therein, as fully as if each document were prepared by the Architect. The Architect is responsible for the completeness and accuracy of all documents, including drawings and specifications, submitted by or through the Architect and for their compliance with all applicable codes, ordinances, regulations, laws and statutes.

The Architect's liability for errors and omissions under this Contract will be interpreted consistent with the standard of care under Missouri Law applicable to professional architects and engineers.

Attached hereto and made a part of this Contract as Exhibit B is the Construction Contract Award Price (herein after referred to as CCAP) for the facility and fixed equipment. The CCAP for this Project, or designated portion thereof, may be modified in writing only in the form of a Design Adjustment. The Architect must prepare drawings, specification and other documents necessary so that the construction contract bid from a responsive, responsible bidding contractor will be within the CCAP. By signature of this Agreement, the Architect acknowledges and agrees that the project can be constructed by a construction contract within the CCAP.

With each Design Phase submittal and each interim, revision or subsequent design submittal of the Architect to the Owner, for each part, the Architect must make the following certification in writing, and which will be implied if not expressly stated:

"In my/our professional opinion, the plans, drawings, specifications, and other documents submitted herewith, have been: (a) prepared in accordance with the architectural Services Agreement; (b) are in compliance with appropriate codes and standards; (c) fulfill the Agreement requirements and (d) the work indicated by them may be purchased by the Owner in a construction contract or contracts, the total price of which will not exceed the Construction Contract Award Price as indicated in Exhibit B and may be constructed completely within the CCAP."

The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall

perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect hereby identifies R. Gregory Garner as a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement.
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

- .1 General Liability
 - (a) Commercial general liability insurance: Including Death and coverage for Premises, Operations Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors. Such coverage shall apply to Bodily Injury and Property Damage on an "Occurrence Form Basis" with limits of Three Million Dollars (\$3,000,000) for all claims arising out of a single accident or occurrence and One Million Dollars (\$1,000,000) for any one person in a single accident or occurrence.
- .2 Automobile Liability

Covering Death, Bodily Injury and Property Damage for owned, non owned and hired vehicles with limits of \$3,000,000 for all claims arising out of a single accident or occurrence and \$1,000,000 for any one person in a single accident or occurrence.
- .3 Workers' Compensation

Statutory Coverage per R.S.MO 287.010. et seq.
- .4 Professional Liability

Professional Liability insurance coverage in the amount of \$1,000,000.

All insurance policies shall be primary policies with bona fide insurer maintaining at a minimum an "A" rating. CGL policy shall name Owner and related parties as additional insureds. The policies shall provide that the insurance companies shall notify Owner at least thirty (30) days in advance of the effective date of any modification or termination of the policy. The Firm shall provide Owner, prior to execution of an Agreement and upon its request from time to time, proof of insurance evidencing the coverage above issued by insurance companies authorized to conduct business under the laws of the State of Missouri.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall provide an estimate of the Cost of the Work, including Mechanical, Electrical, Plumbing, Fire Protection, Low Voltage, Audio Visual, Security, Data and Furniture estimates

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work including for the Mechanical, Electrical, Plumbing, Fire Protection, Low Voltage, Audio Visual, Security, Data and Furniture scopes of work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work including Mechanical, Electrical, Plumbing, Fire Protection, Low Voltage, Audio Visual, Security, Data and Furniture estimates .

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 attending and assisting with a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 attending and assisting with the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and

from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety

precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time

3.6.5.2 The Architect shall also prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawing and Specification to describe the Work to be added, deleted or modified in accordance with Article 4. Preparation of Change Orders which are not initiated by the Owner shall be included in the compensation computed in Article 11, at no additional cost to the Owner, unless the Owner, in its reasonable discretion, agrees to additional compensation for good cause shown by the Architect with the Contract Documents.

§ 3.6.5.3 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

3.6.6.6. The Architect shall be responsible for a complete evaluation of the Project during the eleventh (11th) month after Substantial Completion. Such services shall be furnished without additional charge. Furthermore, the Architect shall report all deficiencies observed during said evaluation and shall be responsible for inspection and verifying the correction of said deficiencies.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™–2009)	A	
§ 4.1.2 Multiple preliminary designs	A	
§ 4.1.3 Measured drawings	NA	
§ 4.1.4 Existing facilities surveys	NA	
§ 4.1.5 Site Evaluation and Planning (B203™–2007)	A	
§ 4.1.6 Building Information Modeling (E202™–2008)	A	
§ 4.1.7 Civil engineering	A	
§ 4.1.8 Landscape design	A	
§ 4.1.9 Architectural Interior Design (B252™–2007)	A	
§ 4.1.10 Value Analysis (B204™–2007)	NA	
§ 4.1.11 Detailed cost estimating	A	MEPFP, AV, Security, Furniture
§ 4.1.12 On-site Project Representation (B207™–2008)	NA	
§ 4.1.13 Conformed construction documents	NA	
§ 4.1.14 As-Designed Record drawings	A	
§ 4.1.15 As-Constructed Record drawings	A	Per General Contractor Mark ups
§ 4.1.16 Post occupancy evaluation	A	
§ 4.1.17 Facility Support Services (B210™–2007)	NA	
§ 4.1.18 Tenant-related services	NA	
§ 4.1.19 Coordination of Owner's consultants	NA	
§ 4.1.20 Telecommunications/data design	A	
§ 4.1.21 Security Evaluation and Planning (B206™–2007)	A	
§ 4.1.22 Commissioning (B211™–2007)	NA	
§ 4.1.23 Extensive environmentally responsible design	NA	
§ 4.1.24 LEED® Certification (B214™–2012)	NA	
§ 4.1.25 Fast-track design services	NA	
§ 4.1.26 Historic Preservation (B205™–2007)	NA	
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™–2007)	A	
USGBC – LEED ACCREDITED PROFESSIONAL	A	Project Manager or Designer

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

«See Exhibit “A”»

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Maximum of three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 **Bi Weekly** Site visits to the site by the Architect over the duration of the Project during construction

- .3 **Maximum of two (2)** inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 **One (1)** inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Twenty Four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. Provided however, that failure of the Owner to provide such notice to the Architect shall in no way affect the Architect's obligations under this Agreement, nor shall such failure relieve the Architect from any liability for its failure to discover and correct any such fault, defect, error, omission, or inconsistency.

§ 5.10 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 All right, title and interest, including all rights under federal and state copyright and intellectual property laws in the Drawings, Specifications and other documents prepared by the Architect for this Project (collectively "instruments of Service") and the electronic methods of reproducing such documents are hereby conveyed, assigned and transferred by Architect and its consultants to Owner. Owner shall retain legal title to such Instruments of service, whether or not the project for which they may be made is completed, provide that the Architect has been paid for all compensation due under this agreement for the services completed by the Architect. No further

compensation shall be due to the Architect for Owner's use of the Instruments of Service, whether during performance of this Agreement or after its termination or completion. Except as described below, Owner may use the Instruments of Service for any purpose. Owner agrees not to sell the Instruments of service to others under any circumstances, and to hold harmless the Architect for any re-use of the Instruments of service by Owner, provided that the Architect is not the Architect of Record for the re-use and the re-use is not for maintenance, repair or operation of the Owner's Facility. All Instruments of Service, including series in electronic form, shall be furnished to the Owner in a format requested by Owner, including electronic format.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

Litigation in a court of competent jurisdiction

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give

seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

§ 9.7 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as “confidential” or “business proprietary,” then except as may otherwise be required by law, the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

«\$702, 322. 00 (Lump Sum) »

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

«TBD by Proposal if Required »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

«TBD by Proposal if Required»

§ 11.4 Compensation for Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus « Five » percent («5» %), or as otherwise stated below:

« »

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	« »	percent (	«Fifteen»	15%)
Design Development Phase	« »	percent (	«Fifteen»	15%)
Construction Documents Phase	« »	percent (	«Fifty»	50%)
Bidding or Negotiation Phase	« »	percent (	«Five»	5%)
Construction Phase	« »	percent (	«Fifteen»	15%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

« »

Employee or Category**Rate****§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES**

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .7 All taxes levied on professional services and on reimbursable expenses;

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus «Zero» percent («0 » %) of the expenses incurred. TOTAL Reimbursable Expenses shall not exceed \$10,000.00.

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of « » (\$ « ») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid «Forty Five» («45») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

«One.Five » % «1.5»

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

« » Architect agrees to indemnify and defend and hold harmless the Owner, together with its employees, agents, and authorized representatives, from and against any and all losses, suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, reasonable attorney fees, costs and expenses of whatsoever kind or nature whether arising before or after completion of the work and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any action, omission, fault or negligence whether active or passive of Architect, or of anyone acting under its direction or control or on its behalf in connection with or incidents to the performance of the Contract. Architect's indemnity and hold harmless obligations shall apply to the fullest extent permitted by law.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

«—»

- .3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

«Proposal dated February 13, 2017 marked Exhibit “A” attached
And Exhibit “B” dated January 25, 2017. »

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)

« »« »

(Printed name and title)

(Signature)

« »« »

(Printed name and title)



Exhibit A

February 13, 2017

City of Creve Coeur
300 N. New Ballas Rd.
Creve Coeur, MO 63141

**RE: Proposal for Professional Services
Creve Coeur Police Station
Project # 16189**

This agreement authorizes **Archimages, Inc.** to provide Architectural, Interior Design and/or Planning Services for the project named above. The general Scope of Work and Fee basis is as described below. Consultant's Fees and Fee advance requirements are included only as specified.

Dear Todd,

Per your request, I have outlined our draft proposal scope and fee structure for the Creve Coeur Police Station effort. The scope assumptions are based on available information provided to our team including documents dated April 18, 2016 (Police & Government Center Study), RFQ criteria/scope dated December 13, 2016, and our verbal discussions to date. A formal contract (AIA B101 format distributed by the City) is attached to this proposal. The following scope assumptions have been developed by our team.

Scope Assumptions:

1. Project Size: **28,000 sf (maximum) two story** police facility located on an existing site adjacent to the existing government center in Creve Coeur, Missouri. Federal, State and local code adoptions as of the date of this contract are to be utilized for all disciplines. We have assumed a construction value not to exceed \$7,431,878.00 (building) and \$350,000.00 (FFE/Signage) **(Total Value \$7,781,878.00)** for the scope identified below and based on the estimate dated 7/18/16 provided by the City.
2. Services included are Planning, Architectural, Interiors, Civil, Structural, Landscape/Irrigation, Low Voltage Design (AV, Data, Fire Alarm, Telecom, and Security), Mechanical, Electrical, Plumbing, Fire Protection services. Fire Protection services will provide performance criteria specifications for a design build approach. Team to provide estimating assistance for (MEP, LV) systems. All design phases will meet the standards for the Commission on Accreditation for Law Enforcement (CALEA).

3. Following services not included or contracted directly by the City of Creve Coeur:

- a. ALTA Surveys (available electronically in an AutoCAD format) to be delivered to the design team.
- b. All Environmental Testing & Abatement (Phase One report to be made available to the design team).
- c. All Geotechnical testing and design by others.
- d. Traffic Studies or Signalization Design by others.
- e. Detailed estimating, phasing, constructability, services by Navigate, Inc.
- f. Hydraulic design for fire loop systems not included.
- g. Move Management Services by others.
- h. Acoustical Design not included.
- i. Parking Lot photometric calculations by others.

4. ALTA Survey

- a. Archimages shall be provided, by the Client, a sealed ALTA survey with topography and survey point data in AutoCAD for the design of the site improvements as referenced in this proposal.
 - b. Archimages shall be provided any necessary legal descriptions such as out-boundary, new easements, easement vacations, right of way dedications, etc.
 - c. Archimages cannot guarantee the accuracy or completeness of surveys prepared by others and may require compensation for any redesign due to incorrect or incomplete survey information provided by the Client.
5. Team to track sustainability initiatives for all disciplines. The Team will be required to design a building that meets LEED Version 3 Basic Certification pending budget verification. Team to track sustainability initiative for all disciplines and record on the standard LEED Project Matrix. However, formal LEED Certification will not be sought nor will procedures be put in place during construction to validate the work.
6. The design team will coordinate and support the grant submission and implementation process to obtain potential funding obtained via the AMEREN Energy Incentive Program.
7. Design Team is responsible to coordinate necessary submissions / approvals regarding City Planning & Zoning process.
8. Design Team assumes all utilities are available at the site perimeter and of adequate capacity for the project. No off site extensions or easement processes are included. No off site road work or signalization is included.
9. A building automation system will be required pending budget verification.
10. All audio visual systems/equipment and data systems / cabling will be specified and installed as part of the bid documents prepared by the design team. Design team will coordinate the data/phone system design requirements with the City's IT Consultant – Regis and phone carrier.
11. All security system and equipment will be specified and installed as part of the bid documents prepared by the design team.

12. Structural Foundation Design assumed to be standard spread footings. No specialty design is anticipated or included at this time.
13. FEMA storm shelter design is not included. Essential Services Criteria is included per code for this building type.
14. No state or federal grant processes are included.

15. Meetings included:

- a. Four (4) Separate Task Force Meetings
 - b. Four (4) Separate City Council Work Sessions
 - c. One (1) Separate Community Engagement Meeting
 - d. All necessary meetings and coordination with authorities having jurisdiction including City planning and zoning process.
 - e. All other meeting as required to complete the scope of work and defined herein and in the corresponding AIA Agreement.
16. Project will be designed and issued as one package. No phased drawings are included. We have included coordination for (2) pricing packages provided by Navigate, Inc. **Note:** Owner directed modifications, additions to the project scope related items made after approved DD package may necessitate additional fees from the design team.
17. BIM generated elevations and renderings related to design discussions are included. All artists renderings for public presentations will be considered an extra service if requested by the City.
18. We have included twenty four (24) construction site visits (punch list / final walkthrough included). Also included one (1) conference call (per week) with selected general contractor to review progress and coordination. We have assumed a 12 month construction period.
19. Engineering disciplines will provide site visits per the direction of Archimages.
20. Construction staking will be by General Contractor.
21. Site retaining walls, if required, will be designed and permitted by retaining wall contractor. General location of proposed retaining walls will be shown on the site plans submitted by Archimages.
22. No work to the existing interior of Government Center is included.
23. Site work will include parking/drive areas associated with the new Police station and reconfiguration around the existing Gov't. Ctr. Provide design and coordination for new fiber line connection to existing Gov't Ctr. Provide electric car charging design at Police Station. Provide new generator or determine if existing Govt. Ctr. Generator should be used with the police station and provide design as required.

24. New/Existing Furniture/Fitness Equipment Coordination:

- a. Prepare bid documents for relocated furniture / new furniture / fitness equipment including a designation reference document, cut sheets.
- b. Inventory and photograph all existing furniture items to be relocated (dimensions, locations, etc.).
- c. Prepare a list (description) of new furniture to meet requirements.
- d. Assist City with RFQ distribution to potential vendors and assist with review and evaluation of submittals.
- e. Prepare new furniture Basis of Design bid documents including final floor plans, product outline, and product cut sheets.
- f. Assist the City with the furniture bid process by issuing the Basis of Design documents to the approved vendors.
- g. Evaluation of bid submittals.
- h. Once vendor is awarded contract, make final finish selections including fabrics, metal, wood stains.
- i. Two (2) meetings with the approved vendor.
- j. Two (2) site visits are included during furniture installation process. Punch list of final furniture installation is included.
- k. Actual purchase of all furniture and equipment will be between the City and approved vendors.

25. Signage:

- a. Design and Coordination of new interior/exterior signage included. All signage construction and permit documentation by the selected vendor. Design and Coordination of the following signage elements included:
 - Exterior signage (building/monument/directional)
 - Building directory
 - General interior signage – wayfinding
 - Exterior signage – wayfinding
 - Conduct and participate in coordination and installation meetings conducted by selected vendor.
- b. Assist City with RFQ distribution to potential vendors and assist with review and evaluation of submittals.
- c. Notes:
 - Dedication plaques or design of other specialty custom/donor pieces is not included in this scope, but can be provided under separate contract.
 - Purchase of all signage will be between the City and approved signage vendor but will be coordinated by the Design Team.
 - Exterior/interior signage design documents, shop drawings and permit documents to be provided by the vendor.

Compensation:

The fee structure below outlines compensation levels for all basic services. The fees below are presented as a Lump Sum format. Reimbursable expenses are over and above these fees. Fees will be billed per the percentages outlined per phase within the AIA B101 Contract.

Fee Structure:

Total Lump Sum Fee: \$702,322.00

Reimbursables will be an additional charge at cost and includes, but is not limited to, printing, mileage, long distance phone calls, photographs, courier, plots and artist renderings. Invoices are sent monthly and due upon receipt. **Note:** All AHJ submission, review and permit fees to be paid by the City and are not considered a reimbursable expense. We have established the following Not to Exceed (NTE) amount.

Reimbursable Expenses (NTE) - \$10,000.00

Charges will be due within forty-five (45) days of the invoice date. Interest will be charged on unpaid balances at the rate of one and one-half percent (1-1/2%) per month compounded monthly.

This proposal will become an exhibit to the AIA contract for signature.

Thank you for allowing us the opportunity to submit this proposal. Please do not hesitate to call with any questions.

OWNER:

City of Creve Coeur
300 N. New Ballas Rd.
Creve Coeur, MO 63141

ARCHITECT:

Archimages, Inc.
143 W. Clinton Place
St. Louis, MO 63122

By:

By: R. Gregory Garner
Principal

Date:

Date: February 13, 2017

NOTICE TO OWNER:

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMo. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIALS TWICE.

EXHIBT B, Dated 1/25/2017		City of Creve Coeur, Missouri New Police Station	
PROGRAM BUDGET CHECKLIST		1/25/2017	
A. Construction Contracts	Committed To Date	Current Budget	Notes
1. Building	\$ -	\$ 6,097,669	
2. Sitework	\$ -	\$ 1,334,209	
3. General Contractor General Conditions	\$ -	\$ -	w/A.1 and A.2
4. General Contractor Fee	\$ -	\$ -	w/A.1 and A.2
5. GC P&P Bond	\$ -	\$ -	w/A.1 and A.2
6. GC Insurance	\$ -	\$ -	w/A.1 and A.2
AE Contract CCAP	\$ -	\$ 7,431,878	
7. Design and Bid Contingency		\$ 393,890	
8. Construction Contingency		\$ 393,890	
Sub-Total		\$ 8,219,657	
B. Special Construction			
1. Equipment Relocate	\$ -	\$ -	NA
2. City/County/Fire Permits	\$ -	\$ 25,000	
3. Builders Risk Insurance	\$ -	\$ 20,000	
4. Off-Site Traffic Signals	\$ -	\$ -	NA
5. Off-Site Electric	\$ -	\$ -	w/A
6. Off-Site Water	\$ -	\$ -	w/A
7. Off-Site Sanitary & Storm	\$ -	\$ -	w/A
8. Off-Site Gas	\$ -	\$ -	w/A
9. Exterior Signage/Special Signage	\$ -	\$ -	w/A
Sub-Total	\$ -	\$ 45,000	
C. Furniture & Fixtures			
1. Furniture	\$ -	\$ 350,000	Including AV, Appliances
2. Physical Fitness Equipment	\$ -	\$ -	w/C.1
3. Law Enforcement Equipment/Systems	\$ -	\$ -	Movable w/C.1, Permanent w/A.1
Sub-Total	\$ -	\$ 350,000	w/C.1
D. Professional Services			
1. Site Analysis (Phase I, Phase II, etc.)	\$ -	\$ -	NA
2. Site Appraisal	\$ -	\$ -	NA
3. Environmental Consultants	\$ -	\$ -	NA
4. Survey	\$ -	\$ 2,500	
5. Additional Geotechnical	\$ -	\$ 7,500	
6. Additional Civil Engineering	\$ -	\$ -	w/D9
7. Programming	\$ -	\$ -	w/D9
8. Project Manager / Owner Rep	\$ -	\$ 312,846	
9. Architectural/Engineering Fees	\$ -	\$ 725,000	Budget
10. Furniture Design Fee	\$ -	\$ -	w/D9
11. Materials Testing	\$ -	\$ 35,000	
12. Regulatory Review fees	\$ -	\$ 2,500	MSD Review/DNR Permit
Sub-Total	\$ -	\$ 1,085,346	
E. Technology			
1. Phone/Hardware/Service Equipment	\$ -	\$ 30,000	Data wiring and outlets w/ A.1
2. Computer Equipment	\$ -	\$ 10,000	Data wiring and outlets w/ A.1
3. Fiber Optics between Buildings	\$ -	\$ -	w/A.1
4. Data Systems / Communication Wiring	\$ -	\$ -	w/A.1
5. Security Cameras	\$ -	\$ -	w/A.1
6. Perimeter Entry	\$ -	\$ -	w/A.1
7. Alert System	\$ -	\$ -	w/A.1
8. Audio Visual	\$ -	\$ -	w/A.1
9. Radio / Dispatch	\$ -	\$ -	w/A.1
10. Remote Data Communication Links	\$ -	\$ -	w/A.1
Sub-Total	\$ -	\$ 40,000	
F. Land Acquisition			
1. Primary Building Site Acquisition	\$ -	\$ -	NA
2. Secondary Site Acquisition	\$ -	\$ -	NA
Sub-Total	\$ -	\$ -	
G. Financing			
1. Bond Council/Issuance Costs	\$ -	\$ 150,000	
2. Legal Council	\$ -	\$ -	w/G.1
3. Bond Sale/Advertisement	\$ -	\$ -	w/G.1
Sub-Total	\$ -	\$ 150,000	
H. Miscellaneous Costs			
1. Bid Document Advertisement	\$ -	\$ 2,500	Budget
2. Construction Document Printing	\$ -	\$ 2,500	Budget
3. Moving expense	\$ -	\$ 15,000	Budget
4. Misc	\$ -	\$ -	Budget
5. Total cost for Accessibility, Safety, Security @ Government Ctr.	\$ -	\$ 521,059	
Sub-Total	\$ -	\$ 541,059	
Sub-Total of A - H	\$ -	\$ 10,431,062	\$ 10,690,000 BOND ISSUE AMOUNT
Owner Contingency	\$ -	\$ 258,938	
OWNER'S PROGRAM BUDGET	\$ -	\$ 10,690,000	



DEPARTMENT OF PUBLIC WORKS OFFICE MEMO

DATE: February 8, 2017
TO: Mark Perkins, City Administrator
FROM: Jim Heines, Director of Public Works
SUBJECT: Architectural Design Services Contract Award

City staff issued an RFQ (Request for Qualifications) on Tuesday, December 13, 2016 for Architectural Services to design the new police building and site development of the existing Government Center property. The RFQ was advertised in the Countian as well as posted on the city website.

Staff received 10 responses on Tuesday, January 3, 2017 from various consulting firms to provide the services referenced in the RFQ. The consultants who responded to the RFQ include:

1. Archimages
2. Bond Architects
3. Chiodini
4. FGM Architects
5. Hoefer Wysocki
6. Hastings and Chivetta
7. Lawrence Group
8. Jema
9. M&H Architects
10. Treanorhl

A panel was assembled to review each of the proposal booklets. The committee members included:

Barry Glantz, AIA – Mayor
Dick Kutta, PE – GC Task Force, Finance Committee
Richard Koch, PE – Stormwater Committee
Mark Perkins – City Administrator
Glenn Eidman – Police Chief
Jim Heines – Director of Public Works
Jason Jaggi – Director of Community Development
George Seifried – Project Manager

Each member of the evaluation panel reviewed the proposals and scored them on the following criteria:

- General Information/Team Structure
- Team's Previous History Working Together
- Relevant Experience – Firm
- Relevant Experience – Key Staff

- Project Understanding/Approach/Schedule
- Record of Performance/References
- Proximity to the Project Site
- Sustainable Design Experience
- DBE, MBE, SDB and WBE Participation

Upon completion of the evaluation process, the scores were checked and then ranked. The panel met on Tuesday, January 10, 2017 to discuss the result of the RFQ reviews and chose a short list of firms to interview. On Wednesday, January 18, 2017, the evaluation panel interviewed the top 4 candidates, Archimages, Chiodini, FGM Architects, and Hoefer Wysocki. All of the interview candidates offered excellent proposals, however, the review panel felt that Archimages offered the best Consulting team for the new Police Building.

Staff and our Owner's Representative have been working with Archimages Inc. over the past couple of weeks to draft a specific scope of services document and negotiate a contract amount. Most recently, we have agreed upon a scope and compensation amount as well as a payment structure. The attached agreement is a "Lump Sum" for the design services, and a "Not to Exceed" price for reimbursable items.

<u>Contract Item</u>	<u>Contract Amount</u>
Architectural and Site Design Services (Lump Sum)	\$702,322
<u>Reimbursable items (Not to Exceed)</u>	<u>\$ 10,000</u>
Total	\$712,322

The recommendation is to award the Architectural and Site Design Services contract for a "Lump Sum" amount of \$702,322 and Reimbursable items "Not to Exceed" \$10,000 for a total amount of \$712,322 to:

**Archimages Inc.
143 W. Clinton Place
Kirkwood MO, 63122**

City of Creve Coeur, Missouri

December 13, 2106

Subject: Request for Qualifications for Professional Design Services

Dear Potential Respondent:

Your firm is invited to submit statements of qualifications for the professional design services required to complete a new police station for the City of Creve Coeur, Missouri.

Proposers shall submit eight (8) hard copies and one (1) electronic copy of your qualifications. Submissions will be accepted until 12:00 noon January 3, 2017.

All questions and clarifications should be addressed in writing to Todd Sweeney, Owner Representative, todd@navigatebuildingsolutions.com by 12:00 noon, December 23, 2016.

Submittals shall be no more than forty (8.5" x 11") pages in total length (not including cover, table of contents, or section dividers). Double sided content counts as 2 pages. All pages must be sequentially numbered within each section. An identifiable tab sheet must precede each submission section. Include a detailed index for easy reference.

Statements of Qualifications will be accepted at:

Professional Design Services Qualifications
C/O Mark Perkins, City Administrator
City of Creve Coeur, Missouri
300 N New Ballas Road
Creve Coeur, MO 63141

Please review the attached for details regarding the City's expectations for qualifications. Thank you in advance for your interest in working with the City of Creve Coeur.

Sincerely,

Mark Perkins, City Administrator

City of Creve Coeur, Missouri
Request for Qualifications – Professional Design Services
New Police Station

Page 1

1. Introduction

The City of Creve Coeur ("City") is currently seeking a design consultant ("Firm") to provide the professional design services required to plan, design and construct a new Police Station.

2. Background

The City of Creve Coeur, a Missouri municipal corporation ("City"), operates under a Charter and the Mayor-Council-Administrator form of government, whereby the Mayor and City Council adopt and amend the policies of the City, and the City Administrator and City staff are responsible for carrying those policies out and implementing City programs. The City Council consists of the Mayor and eight Council members. The Mayor and City Council constitute the legislative and governing body of the City. The City Administrator is the Chief Administrative Officer of the City, and serves at the pleasure of the Mayor and City Council. In this position, the City Administrator supervises the general day-to-day operations of the City, and is generally responsible for carrying out all lawful policies established by the Mayor and City Council, and coordinating the activities of all departments and offices of the City.

The Firm will work with a team of City staff on the project and the City's Owner Representative, Paric / NAVIGATE Building Solutions (herein after NAVIGATE). The City Administrator shall retain responsibility for the proper administration of the project. The team shall not be a public body empowered to exercise governmental or proprietary authority or perform a governmental or proprietary function. Therefore, meetings shall not be open to the public.

Project Location

The Creve Coeur Government Center is located on approximately 8.8 acres of land at 300 North New Ballas Road. The Police Station will be located on this site, north of the existing Government Center.

Project Description and Schedule

Based upon a preliminary feasibility study, the project will include the 28,000 s.f. (or less) Police Station and Site Improvements for an estimated construction cost of \$7,430,000 including contractor overhead/profit/general conditions but not including soft costs.

A ballot issue was passed in the November 2016 election in support of this project. The following Schedule Milestones have been established for the project:

Project Schedule

January '17	Council Approval of Firm's Contract
February – August '17	Design
September – October '17	Project Bidding
November '17 – December '18	Construction
January '19	Move In

The Design Team will begin work immediately upon execution of a contract with the successful firm and proceed as quickly as possible. It is anticipated that Construction bid documents will be completed within seven (7) months of the notice to proceed.

3. Scope of Services

The following paragraphs provide the expected scope of work. In order to provide a complete work product, the Firm may expand on this scope as determined necessary by the City.

3.1 A feasibility study supporting the need, size and cost of the new municipal facilities was conducted in 2014 - 2016. This will be provided to the selected Firm. However, it is expected that the selected Firm will perform independent space planning and conceptual design activities to optimize the space layouts and to generate an exterior look that fits within the square foot / cost parameters set forth. In no case is it anticipated that the building will exceed 28,000 sf.

3.2. Services to be included (Concept through Completion)

- A. Architectural and Interior Design
- B. Mechanical Engineering (with Cost Estimating)
- C. Plumbing Engineering (with Cost Estimating)
- D. Electrical Engineering (with Cost Estimating)
- E. Fire Protection Engineering
- F. Structural Engineering
- G. Civil Engineering (Including campus parking/road improvements between buildings)
 - i. No street signals are anticipated
 - ii. A fiber line will be required between the existing Gov. Ctr. and new Station
- H. Low Voltage Design (with Cost Estimating)
 - i. Audio Visual Systems
 - ii. Telecom and Data (Backbones)
 - iii. Security (Access, Monitoring and Police/Fire Specific)
 - iv. Radio Dispatch - Design in Consultation with WDCD
 - v. Coordination with City Vendors (REJIS, Etc.)

- I. Landscape and Irrigation Design
 - J. Furniture Inventory, Planning, Selection, Estimating and Procurement
 - K. Fitness Equipment Selection and Procurement
 - L. Signage Design
 - M. Electric Car Charging Station Design
 - N. P&Z Board Review (Local Chapter 89 New Building Review)
- 3.3 Services NOT Required:
- A. Fueling System Design
 - B. LEED Certification (However a LEED Accredited Professional is required to be on your team and a LEED Version 4.0 score card will be completed (by Firm) for use by the City to document sustainable initiatives undertaken as part of this project)
 - C. Multiple Site Evaluations
 - D. Environmental Abatement
 - E. Traffic Studies
- 3.4 City is providing
- A. Owner Representative Services through NAVIGATE
 - B. Site Survey
 - C. Geotechnical Services

4. Qualification Submittal Requirements

Submittals should be specific and with adequate detail to accurately define your Firm and its ability to provide professional services for the proposed scope of work. Particularly, discuss the following elements:

4.1 General Information and Subconsultant Team Structure

Provide a company profile including a brief history of the lead Firm. Include an organizational chart depicting all sub consultants to be used on the project, each sub consultant's area of responsibility and their relationship to your Firm. Provide a table listing the projects your Firm has completed with each sub consultant. Provide the following information on the lead Firm:

- Date, state and type of business organization
- Federal and State tax ID numbers
- Names of Owners, Principals and/or Officers
- Civil or criminal claims, judgments or suits within the last ten (10) years
- Evidence of the Firm's financial wherewithal to complete the project
- The name, title, email address, mailing address and telephone number of the officer authorized to represent the Firm

4.2 Relevant Project Experience

Include a summary of the Lead Firm's experience and qualifications with Municipal Police Stations (dates, description, size, cost, locations, key personnel and references). Emphasis should be given to projects performed from the local area office using staff nominated as available for this project. Identify any additional Sub Consultant Municipal Police Station expertise in a clearly identified and separate list (again include dates, description, size, cost, locations, key personnel involved and references.)

4.3 Key Personnel Qualifications

Provide a staffing proposal with includes the names and resumes of the project manager and staff (including sub consultants) to be committed to the project. ONLY include resumes for staff that will have a specific and key role on this project. For each of the key personnel identify years in industry, education, years with your Firm (or sub consultant firm), their expected areas of responsibility, a list of previous experience on similar projects (specifically Police Stations), licenses/registrations and the office location where they reside.

Describe the workload and ability of the proposed staff to competently and expeditiously provide the design services required.

Describe your Firm's contingency plan to respond with appropriate back-up staff in the case of death, disability, illness or separation.

Identify who on your team meets the City's requirement for LEED Accredited Professional. See Paragraph 4.8.

4.4 Project Understanding/Approach/Schedule

Describe your understanding of the project and approach to delivering the Design Services requested. Furthermore, it is anticipated that the total design duration (starting with the space analysis and ending with the completion of construction "bid" documents) will be approximately seven (7) months. Please provide a detailed schedule and supporting narrative of how your Firm will accomplish this objective. Please identify regulatory submissions/review times and anything required of the City to facilitate your timely completion.

4.5 Record of Performance / References

Provide a record of past performance with respect to your ability to design to a budget. Provide references for the last five (5) clients (please list in order based upon contract date) that have utilized your Firm's services. Please provide a list of any professional liability insurance claims made against your firm in the last 10 years.

4.6 Proximity and Familiarity

List your firm's specific experience interacting with the local agencies that will be involved with this project. List projects conducted in the City of Creve Coeur, Missouri city limits and St. Louis County, if any, which may add to your knowledge, capability, and efficiency on this project. Clearly identify the office location for each individual proposed for this project from both the lead Firm and subconsultants.

4.7 MBE/WBE Inclusion

It is important to the City to encourage MBE/WBE inclusion. The City has not set a specific MBE/WBE business utilization goal for professional services on this project, but will consider your attempt to promote inclusion on your team as identified in Paragraph 5.2. Provide a description of the Firm's history and proposed efforts to promote diversity in employment and utilization of certified MBE and WBE firms.

4.8 Sustainability

The City is a strong advocate for Sustainable design and construction. However, it is not the City's intent to achieve LEED Certification. Instead the City is requiring that the selected firm have an active LEED Accredited Professional on the project team. That person will be responsible for identifying cost neutral sustainability initiatives to be undertaken as part of this project and the documentation of those initiatives. Please provide a resume for your LEED Accredited professional and a minimum of three projects your Firm has completed that has achieved LEED Certification.

5. Selection Process and Criteria**5.1 Selection Schedule**

It is the intent of the City of Creve Coeur to adhere to the following schedule for the selection of the Firm. However, should the schedule change, respondents will be notified.

A. Request for Qualifications Due Date	January 3, 2017 noon
B. Shortlist Notifications	January 6, 2017
C. Interviews	January 11, 2017
D. Council Approval / NTP	January 23, 2017

5.2 Evaluation Criteria

A Selection Committee will review and evaluate the qualifications of each Firm.

The evaluation will be based on information provided related to the selection criteria listed as follows:

- | | |
|---|-------------------|
| 1) General Information/Team Structure | (rating___ X 05%) |
| 2) Team's Previous History Working Together | (rating___ X 10%) |
| 3) Relevant Experience – Firm | (rating___ X 15%) |
| 4) Relevant Experience – Key Staff | (rating___ X 25%) |
| 5) Project Understanding/Approach/Schedule | (rating___ X 15%) |
| 6) Record of Performance / References | (rating___ X 15%) |
| 7) Proximity and Familiarity | (rating___ X 05%) |
| 8) Sustainable Design Experience | (rating___ X 05%) |
| 9) MBE/WBE Participation | (rating___ X 05%) |

Each of the criteria above will be rated 5 (excellent) to 0 (poor or non-responsive) and weighted by the number in parenthesis for each above. Final rating will be the total of each rating value for 1 through 9.

5.3 Interviews

Upon review of all responsive Statement of Qualification's using the criteria outlined above, the City may select up to three Firms to interview. Firms may be selected for interviews or questioned for clarification by the Selection Committee; however, the City may choose to proceed without interviewing any respondents.

Firms selected for onsite interviews must include an overall Project Manager, lead designer and key engineering partners as part of the interview team. This Project Manager will be identified in the RFQ response, and it is the expectation of the City that this manager will lead the actual implementation if a contract is awarded.

5.4 Selection:

Upon final ranking of the Firms, contract negotiations shall commence. Contract negotiations will require the selected Firm to proceed with the development of a Scope of Work and costs for all the components of the project as outlined in Section 3. If any Firm fails to provide the necessary Scope of Work and cost information for negotiations in a timely manner, does not negotiate in good faith, or cannot perform the Contract for the Project, the City may cancel negotiations with that Firm and commence negotiations with the next ranked Firm. If the City deems there is no Firm that is viable, it will cancel the procurement. All aspects of the scope of work and pricing may be subject to negotiation.

6. Miscellaneous Information

- 6.1 Nothing contained herein will create any contractual relationship between the Owner and the firm submitting a proposal. Statements contained in the response of the successful firm may become part of the agreement for services.
- 6.2 Information received from each firm will become the property of the Owner. Information submitted by the firm cannot be considered confidential.
- 6.3 Owner reserves the right to approve all assigned personnel and may require the firm to replace members of the project team as deemed necessary.
- 6.4 The owner, Principal, or Corporate Officer of the responding firm shall sign the response to the Request for Qualifications attesting that all the information provided is true.
- 6.5 The Owner reserves the right to accept or reject any or all Qualifications and to waive any irregularities.
- 6.6 The Owner is not responsible for any costs incurred by any firm for any work performed relative to the preparation of the Response to this Request for Qualifications or subsequent negotiations of a contract for professional services.
- 6.7 As part of your cover letter, provide name, address, telephone and fax number, and e-mail address of the firm responding to this Request for Qualifications. Please designate a single representative or prime contact through whom the Owner may communicate at the firm.

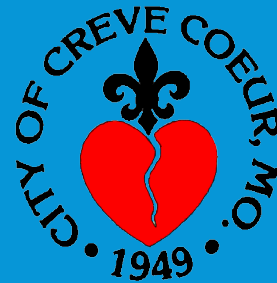
- 6.8 The selected Firm shall agree to indemnify and defend and hold harmless the Owner, together with its employees, agents, and authorized representatives, from and against any and all losses, suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, reasonable attorney fees, costs and expenses of whatsoever kind or nature whether arising before or after completion of the work and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any action, omission, fault or negligence whether active or passive of Firm, or of anyone acting under its direction or control or on its behalf in connection with or incidents to the performance of the Contract. Firm's indemnity and hold harmless obligations shall apply to the fullest extent permitted by law.
- 6.9 If selected the Firm shall agree provide insurance with the coverage stated below:
- (a) Commercial general liability insurance: Including Death and coverage for Premises, Operations Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors. Such coverage shall apply to Bodily Injury and Property Damage on an "Occurrence Form Basis" with limits of Three Million Dollars (\$3,000,000) for all claims arising out of a single accident or occurrence and One Million Dollars (\$1,000,000) for any one person in a single accident or occurrence.
 - (b) Workers compensation insurance: Statutory coverage per R.S.Mo. 287.010 et seq
 - (c) Automobile Liability Insurance: Covering Death, Bodily Injury and Property Damage for owned, non-owned and hired vehicles with limits of Three Million Dollars (\$3,000,000) for all claims arising out of a single accident or occurrence and One Million Dollars (\$1,000,000) for any one person in a single accident or occurrence.
 - (d) Professional liability insurance coverage in the amount of One Million Dollars (\$1,000,000) for each claim.
- All insurance policies shall be primary policies with bona fide insurer maintaining at a minimum an "A" rating.. CGL policy shall name Owner and related parties as additional insureds. The policies shall provide that the insurance companies shall notify Owner at least thirty (30) days in advance of the effective date of any modification or termination of the policy. The Firm shall provide Owner, prior to execution of an Agreement and upon its request from time to time, proof of insurance evidencing the coverage above issued by insurance companies authorized to conduct business under the laws of the State of Missouri.
- 6.10 A draft contract is included for your review and consideration prior to submission.

January 3, 2017

Ai

RFQ
RESPONSE

Professional Design Services
City of Creve Coeur
New Police Station



Archimages
architecture | interiors

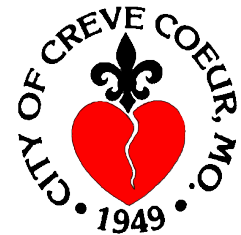
“Every project is an opportunity to build the trust of our clients through clear communication and expert advice.”

Archimages

architecture | interiors

January 3, 2017

City of Creve Coeur
Attn: Mark Perkins
300 N. New Ballas Road
Creve Coeur, MO 63141



RE: Professional Design Services
Qualifications

Archimages is pleased to submit the following Qualifications for your consideration in response to the RFQ issued by the City of Creve Coeur.

Archimages is uniquely qualified to provide planning, design, and construction services for the City of Creve Coeur based on the expertise we have accumulated in this specialized area of design and construction. Having successfully completed numerous municipal and public sector facilities, our team can provide state of the art design and construction techniques based on your specific needs. Our collaborative approach will guide your community through the evaluation, design, and construction process with efficiency and professionalism.

Archimages requests the opportunity for an interview with your selection committee to demonstrate our passion, discuss our design process and the critical next steps of your project development.

Archimages has carefully evaluated the RFQ and is prepared to satisfy all conditions outlined within the document. All statements and documents contained within this response are accurate, complete, and reflect the expertise and passion we share for this project. We have provided professional services for the past 28 years and are proud of the relationships and reputation we have acquired. We welcome and authorize the City to contact our previous clients and team members regarding the performance of our firm.

Most sincere regards,

R. Gregory Garner, President

6400 W. Main St., Ste 1Q
Belleville, IL 62223
(618) 623-9252

14205 W. 95th Street
Lenexa, KS 66215
(913) 378-9533

143 W. Clinton Place
St. Louis, MO 63122
(314) 965-7445



General Information	4.1
Pg 1 - Pg 5	
Relevant Experience	4.2
Pg 1 - Pg 12	
Key Personnel	4.3
Pg 1 - Pg 13	
Project Understanding/Approach/Schedule	4.4
Pg 1 - Pg 2	
Record of Performance / References	4.5
Pg 1 - Pg 3	
Proximity & Familiarity	4.6
Pg 1	
MBE / WBE Inclusion	4.7
Pg 1	
Sustainability	4.8
Pg 1	



General Information

Profile

History

Archimages has provided quality architectural and interior design services for the past 28 years. After establishing the firm in 1988, **founding principals Greg Garner and Jim Huber** have grown their business in the Missouri, Kansas, and Illinois markets by creating outstanding design, providing exceptional service and fostering successful relationships with several long term clients. **Archimages'** staff excels in all aspects of planning, design, and construction administration.

Contact: R. Gregory Garner, RA (P.I.C.)

Address: 143 W. Clinton Place
St. Louis, MO 63122

Phone: (314) 965-7445

Cell: (314) 954-1947

Email: ggarner@archimages-stl.com

Tax I.D.: (F) 43-1481473
(S) 13579894

Consultants

Archimages maintains long term relationships with our engineering consultants. Our firms have streamlined our collaborative techniques in order to improve our design efficiency and project coordination.

Our team includes:

Horner & Shifrin - M.E.P., FP Engineers
Integration Controls - Security, Acoustics, AV, Info/Technology
DMA - Structural Engineers
CEDC - Civil / Surveying
Cooper Construction Estimation - Estimating
Landscape Technologies - Landscape Architects

Honors & Awards

- Bronze Award, Fire Chief Publications
- Honorable Mention, Fire Chief Publications
- Missouri Masonry Institute Award
- City of Kirkwood, Renovation Award
- Webster Groves Award of Excellence
- St. Louis County, New Construction Award
- Downtown Kirkwood Enhancement Award
- ASHE 2015 VISTA Award - Renovation

By the #s
28Years
in Business
22
Staff Members
+12Years
Average Employee Tenure
90%
Referral Based Business
S-Corp
Registered State of MO

Services/Specialization

Architectural Design
Interior Design / Space Planning
Master Planning
Site Feasibility Studies
Project Management
Budget / Cost Management
Graphic Design

Markets

Municipal / Public Sector
Commercial / Corporate / Retail
Educational
Health Care
Religious
Senior Living

Financial & Legal Status



903 Jeffco Executive Dr.
Imperial, MO 63052

636-461-3500
www.EagleBankAndTrust.com

Eagle Bank and Trust Co.
c/o Timothy K. Walsh
1052 S Kirkwood Rd
Kirkwood MO 63122
314-965-8686
twalsh@eaglebankandtrust.com

Note:
Corporation Financial
Documents can be
made available upon
request.

Re: Archimages Inc

Archimages has been a customer of Eagle Bank since February of 2005. They have two depository accounts with bank and have a combined average balance over the last 12 months of a high six figure. These accounts have always been handled in an as agreed manner. Archimages does not currently or previously have any borrowings with Eagle Bank.

Should you have any further questions concerning this customer please contact me at 314-965-8686.

Sincerely,

Timothy K Walsh
Sr. Vice President

State of Missouri

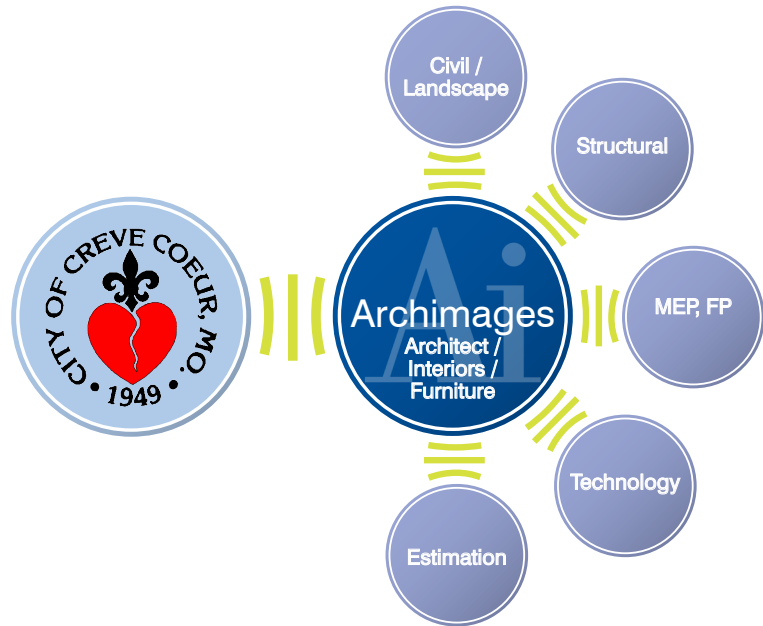
Archimages is considered a Corporation in good standing in the State of Missouri and is current with all registrations.

Civil / Criminal Claims

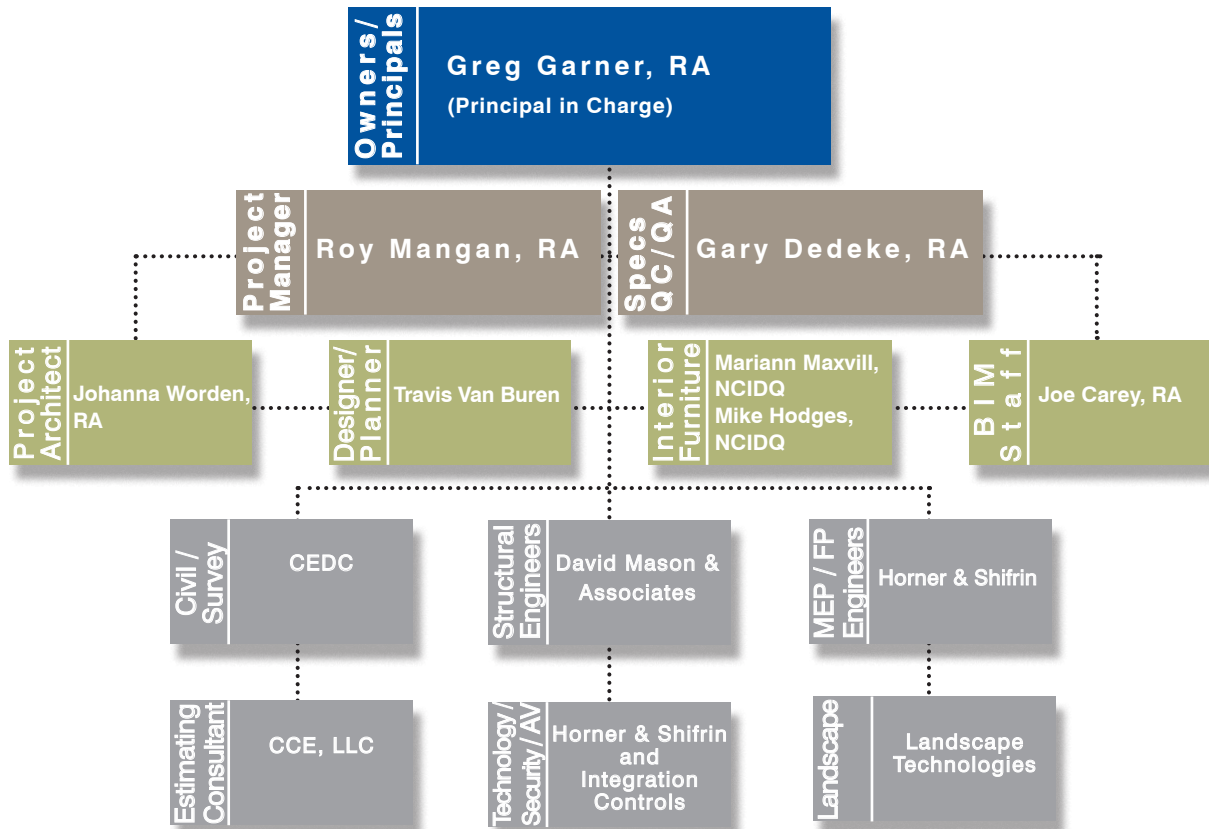
Archimages, Inc. has had no Civil or Criminal claims, judgements, or suites made against the corporate since inception in 1988.

Team Organization

Archimages and our consultants form a cohesive and experienced team capable of providing comprehensive design and engineering services for your organization. Because we believe that chemistry is crucial in effective collaborations, we maintain healthy long term relationships with all of our team members. This familiarity and the trust it fosters guarantees effective communication and a seamless coordination process. Archimages functions as the “hub” of our team and assumes all responsibility for coordination within the team as well as with our clients. This leadership role establishes a single point of contact for our clients, giving them the peace of mind and the responsive service they expect.



Team Structure (Key Professionals, additional staff available)



Sub-Consultants



(MEP, FP Engineers)

Horner & Shifrin, Inc. is a professional service organization with offices in St. Louis, Missouri, and O'Fallon, Illinois. Horner & Shifrin offers M.E.P., FP and Technology engineering services in all phases of a project, including planning, development, design, and construction administration.

20 year relationship with Archimages.



(Civil Engineers)

CEDC is a privately owned Missouri Corporation founded in 2000 by principals Brandon A. Harp, P.E. and Paul K. Boyer, P.E. CEDC has shown an outstanding record in providing top quality Civil/Survey services to clients within the time constraints specified for each project.

15 year relationship with Archimages.



(MBE Status) (Structural Engineers)

DMA is a team of structural professionals with experience ranging for more than 27 years providing full service structural and seismic analysis services. The firm has designed a wide variety of building types to include fire safety, police, municipal, commercial, educational, multi-family, and industrial facilities.

8 year relationship with Archimages.



(Technology/Security/AV Consulting)

Horner & Shifrin is an experienced and recognized audiovisual/multimedia, information technology, building security, traffic consulting firm. Together they provide comprehensive planning, design, and documentation support for these critical program elements.

20 year relationship with Archimages.



(Landscape Architect)

Landscape Technologies believes that, to create a successful design on any project, requires three elements: great design skills, up-to-date technology and proper project management, offering innovative design and innovative solutions to create great places.

20 year relationship with Archimages.

Cooper Construction Estimating, LLC

(Cost Estimation)

Stephen Cooper provides 30 years of cost estimation and constructability analysis for a wide range of project types including reuse / renovation. Stephen will be responsible to assist with preliminary and final budget estimates.

12 year relationship with Archimages.

Experience with Archimages



(Technology, Security, AV, MEP, FP Engineers)

- Pacific City Hall / Police / Fire
- Berkeley City Hall / Police / Fire
- Troy, MO City Hall
- Olivette City Hall / Police / Fire
- Perryville Police Station
- (25) Fire House Facilities (IL, MO)
- (72) Health Care Facilities (MO, IL, OK, WA, SC, MS)
- (30+) General Projects (MO, IL)

CEDC

(Civil / Survey Engineers)

- Olivette City Hall / Police / Fire
- Pacific City Hall / Police
- Berkeley City Hall / Police / Fire
- Byrnes Mill Municipal Center
- Multiple Retail Centers (MO, IL)
- Kirkwood, Festus, Pattonville Schools
- Multiple Wendy's Corporation Facilities
- (7) American Eagle Credit Union Locations
- (5) Eagle Bank Locations
- Faith Church St. Louis
- (25) Fire House Facilities (MO, IL)
- (30) Health Care Facilities (Mercy, BJC, St. Luke's)



(MBE Status) (Structural Engineers)

- 70,000 sf M.O.B. - BJC
- 40,000 sf M.O.B. - BJC
- Hawthorn Psychiatric Hospital
- Mercy Health Clinics (various locations)



(Landscape Architect)

- Olivette City Hall
- Cottleville Admin. Facility
- (17) Wendy's locations
- (4) Dobbs Tire & Auto
- (6) Fire Station Facilities
- Perryville Police Station
- (3) Walgreens
- (15) Healthcare Facilities (Mercy, BJC)
- (10) Retail Centers (MO, IL)
- (7) American Eagle Credit Union Locations
- (3) KV Pharmaceutical Corporate Facilities
- Byrnes Mill Municipal Center



4.2



Relevant Experience

The following projects were accomplished by firm members nominated for this project and identified in Section 3 of this response.

Public-Sector Experience

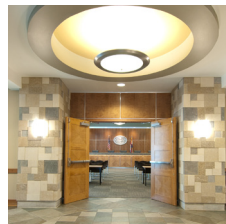
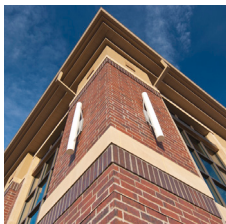
Design Services Experience

Archimages has completed over 60 Municipal / Public Sector projects for Municipalities, Districts, Departments, and Cities. Each project is unique and addresses specific goals established by each client. We understand the complexities with these project types and will navigate your organization through the entire process. Archimages will provide solutions that reflect state of the art design standards and industry protocols.

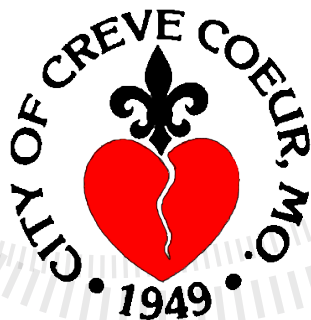
Public-Sector Client Experience:

Archimages has years of experience working with Public-Sector clients. Our team understands the importance for accurate communication and interaction between City Administration, Departmental leadership, and the community. Comprehensive schedules establish milestone dates that coincide with your public meeting schedules while building in critical review periods.

Archimages will provide guidance during the bidding and construction process that is required for all publically funded projects. Our specifications include prevailing wage (Chapter 290), Davis Bacon Act, Buy American, Minority Participation requirements and all applicable City ordinances. Assistance with bid advertising, contractor interviews, and contract negotiations are part of our service we provide our public-sector clients.



**“We are your
Municipal facility
experts”**



Advantages:

- Staff Evaluations
- Forensic Evaluations
- Municipal Planning Experience
- Functional / Operations Knowledge
- Feasibility Study Expertise
- 3D modeling Capability
- Budget and Schedule Adherence
- Sustainable / Green Initiatives
- Public Presentations
- Bid Advertisement, Evaluation

“We are your Advocate”



City of Olivette

Olivette, Missouri

After completing a feasibility analysis, Master Plan, & engaging citizens in community workshops, our Municipal Studio assisted the City with passing a successful bond issue and worked with Officials on the design of a new **Police, Fire, City Hall, and Community Center**. Public spaces, including community rooms, lobby, and council chambers, are zoned separately from the secure circulation core for processing, detention, training, and staff areas. Fire has efficient living quarters, EMS, and training elements in a 3-bay apparatus. Police includes criminal investigation offices, holding cells, a secure evidence/records storage, and a Sally Port. Services included specification of new furnishings, signage, and artwork. Utilizing a Design-Bid-Build format, we kept the project on budget, on schedule and yielded quality results providing this City with an excellent return on their investment.

Size (Floors / GSF)

37,000 sf

Construction Cost

\$13,500,000 (on budget)

Reference Contact

Barbara Sondag
City Manager
314-993-0444





Berkeley Municipal Center

Berkeley, Missouri

Archimages was commissioned to provide master planning and architectural design services for a new municipal complex including a **City Hall, Fire Station and Police Station** for the City of Berkeley. The 10-acre site was transformed into a civic campus with direct access to the City's central park complex. The new campus has a cohesive architectural vernacular and establishes a refreshing, modern theme for this community. City Hall's design focused on streamlined community access and includes a large Council Chamber, multi-purpose meeting spaces, and administrative offices. The four-bay, drive through Fire Station was designed with an open concept kitchen/day room with connectivity to an outdoor patio, a large fitness center, and living quarters as well as incorporating sustainable energy strategies. The project was completed utilizing a Design-Bid-Build method within the client's budget and schedule parameters.

Size (Floors / GSF)

City Hall: 2 Story / 32,740 sf

Fire Station: 2 Story / 18,185 sf

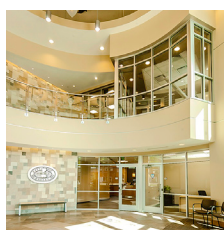
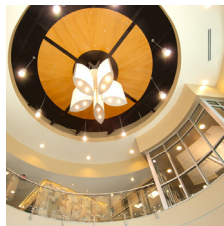
Construction Cost

City Hall: \$3,900,000 (on budget)

Fire Station: \$2,900,000 (on budget)

Reference Contact

Chief Henry Williams
City of Berkeley
(314) 524-3313





Berkeley Police Station

Berkeley, Missouri

Archimages' completed a comprehensive feasibility study of the existing Police Station and explored potential new construction opportunities for the City. Re-use/re-build scenarios concentrated on analysis of MEP & security systems, their upgrade potential, existing structure, current and future departmental needs with expansion capabilities. Our team ranked potential sites that would improve response time. Recommendations in a comprehensive report empowered leadership with the knowledge and documentation necessary to determine their next course of action. We developed designs and completed construction documents for their new Police Station featuring a 911 Call Center, detective, patrol & administrative offices, secure evidence & records storage, holding cells, and a Sally Port.

Size (Floors / GSF)

12,500 sf

Construction Cost

\$3,500,000.00

Reference Contact

Col. Frank McCall
Berkeley Police Dept.
(314) 524-3313



Size (Floors / GSF)

City Hall Addition: 10,500 sf

Police Station: 9,000 sf

Construction Cost

\$3,746,288 (on budget)

Reference Contact

Mr. Harold Selby
City Administrator
City of Pacific
(636) 271-0500



City Hall Addition & Police Station

Pacific, Missouri

Archimages provided master planning, programming, and design for a new City Hall and Police Station addressing key components of streamlined operational flow, upgraded technology and infrastructure with a secure, yet flexible design. Police Station improvements relocated the EOC dispatch and 911 system, included new HVAC and fire protection systems, cell upgrades, new security systems, a Sally port, and staff offices. The City Hall addition features a large multi-use council chamber/courtroom, a spacious main lobby, private office spaces, and elevator with stair node securely connecting to the Police Station. Utilizing a Design-Bid-Build process, the project was completed per the Owner's schedule and within budget.





City of Byrnes Mill Municipal Complex

Byrnes Mill, Missouri

A new Municipal Center on a four acre property was designed for the City by our team utilizing a collaborative and budget-focused process. An efficient space program for this value-driven project balanced building construction needs with site development, while defining opportunities for future expansion. This welcoming, low maintenance, facility addresses ADA accessibility, elevated security, and technology integration. Program elements include **Courts, Council Chambers, Administration Offices, and Police Department functions.** A comprehensive set of construction documents and specifications using BIM was completed for all disciplines: Architectural, Interiors, Civil, Structural, MEP, and Fire Protection.

Size (Floors / GSF)

4,000 sf

Construction Cost

\$882,000.00

Reference Contact

Mr. Larry Perney
City of Byrnes Mill
(636) 677-7727 x226



Rock Hill Municipal Center

Rock Hill, Missouri

A flexible, new Municipal campus was designed for the City of Rock Hill. A successful bond issue funded this much needed city Administration, Police, and Fire facility complex. Within the complex site, the dual buildings will be two-story facilities separated by spacious parking and landscape buffers. The Municipal Center is comprised of upper level City Hall administration space with spacious Council Chambers, conference space, open workstations and private offices. The ground level with its heightened security measures, houses the Police Department and includes a drive-in Sally port, processing and detention areas and secure evidence processing. The Fire Station features two apparatus bays, living quarters with four bunk rooms, office & study areas, and a hose tower. The upper level includes day room, kitchen, dining, training mezzanine, and additional office space.

Archimages' Municipal expertise ensures our client's project vision is realized with facilities that are welcoming, efficient, and that provide essential services for progressive communities. Our team worked in unison with a construction management representative throughout the process.

Size (GSF)

6,300 sf Fire Station

12,200 sf City Hall/Police

Construction Cost

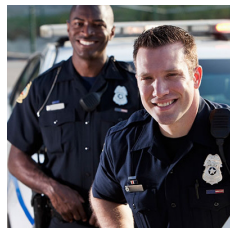
\$6,600,000.00

Reference Contact

Jennifer Yackley

City Administrator

(314) 968-1410





Twin Oaks Village Center

Twin Oaks, Missouri

A new, flexible, single story Municipal Center was designed for the growing community of Twin Oaks. Our team worked closely with city officials completing site/infrastructure analysis, Code/AHJ coordination, public information presentations & required Planning & Zoning procedures. We studied public, staff, & equipment flow patterns/adjacencies with the goal to improve efficiency while seamlessly integrating data/technology. Site and building plan/façade options were developed along with interior finish alternatives for our client's review. Authentic building materials include masonry, glass and accent metal providing a richness to achieving a unique and sophisticated character. This center includes City Hall administrative spaces, a formal lobby, Council Chambers and community room and conference spaces. Archimages provided a comprehensive construction document set & specifications package for bidding, permits, and construction.

Size (Floors / GSF)

5,000 sf

Construction Cost

\$1,600,000.00

Reference Contact

Kathy Runge, Admin.
City of Twin Oaks
(636) 225-7875





Creve Coeur Fire House No. 2

Creve Coeur, Missouri

Archimages has extensive experience with municipal/public safety facilities, and we understand the specific challenges of working with civic leadership, maintaining budgets, and managing rigid schedules. The design for this new, two-story, replacement fire station includes multiple drive-thru apparatus bays, living quarters with nine bunkrooms, equipment and locker rooms, administration spaces, and training facilities. One unique complexity of this multi-phased project is maintaining an operational station throughout the construction process. Using state-of-the-art design and construction techniques, our team is also collaborating with a construction manager from schematic design, programming, and cost estimating, thru Construction Administration.

Size (Floors / GSF)

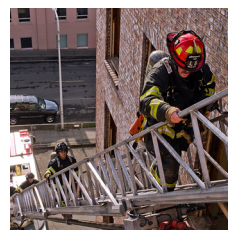
20,000 sf

Construction Cost

undisclosed

Reference Contact

Chief Ken Black
Creve Coeur Fire
(314) 432-5570





New Fire House & Parks Facility

O'Fallon, Illinois

Our innovative Fire/Safety design team developed a 15 acre parcel for a new firehouse, parks maintenance facility, future community greenhouse, and orchard grounds for this growing community. This contemporary, five-bay firehouse is efficiently designed with ergonomic workstations, sleeping quarters, fitness/weight room, and includes a training/conference center for both the fire department and the community. The Parks building includes a four-bay structure with multi-purpose administration space. Exterior design and material selections unify the two buildings into a campus atmosphere. Site configuration provides safe separation of public pedestrian and vehicular traffic from the City and Fire functions. This project utilized a Design/Build delivery method, came in under budget, and was on schedule.

Size (Floors / GSF)

Firehouse: 16,400 sf

Parks Bldg: 7,500 sf

Construction Cost

Firehouse: \$4,200,000

Parks Bldg: \$1,100,000

Reference Contact

Brent Saunders
Fire Chief
(618) 622-1461





University City Fire House No. 1

University City, Missouri

Our Fire/Safety Studio experts developed a very efficient facility design solution for this new two-story house situated on a narrow city site. Our design accommodates diverse functions including living quarters, administration, fitness/training, community education space, and five-bay apparatus bay. A sizeable apparatus area allows equipment and vehicle maintenance to be performed within the facility and the mezzanine space is outfitted for rescue training simulations. The exterior is designed with custom cast stone logo panels and brick façade to complement the surrounding high-end residential communities. This station contains an emergency storm shelter, utilized a Design-Bid-Build system, and was completed on time and in budget.

Size (Floors / GSF)

16,500 sf

Construction Cost

\$2,300,000 (on budget)

Reference Contact

Fire Chief Don Miner
University City Fire Dept.
(314) 505-8593



Municipal Experience-Consultants



(MEP, FP / Security / AV / Tech. Engineers)

- Crestwood Municipal Building
- Poplar Bluff Municipal Building
- Town & Country City Hall
- Osage Beach City Hall
- Warren County Courthouse
- Franklin County Government Ctr
- Washington County Courthouse
- Creve Coeur City Hall
- Monroe County Courthouse
- Columbia, MO Government Center Phase 1 & 2
- Webster Groves City Hall and Fire/Police
- Pacific City Hall / Police
- Berkeley City Hall / Fire / Police
- Troy, MO City Hall / Police
- Olivette Municipal Building
- Creve Coeur Fire

CEDC

(Civil Engineers)

- City of Berkeley Municipal Complex
- Pacific City Hall & Police Station
- Creve Coeur Fire
- Olivette Municipal Complex
- City of Rock Hill Municipal Center



(Structural Engineers)

- Courthouse & Jail Facilities
- St. Louis Metro Police Dept. Facilities
- Hannibal Supervision Center
- St. Louis County Crime Lab
- St. Ann City Hall Renovations
- Cahokia Courthouse Structural Stabilization



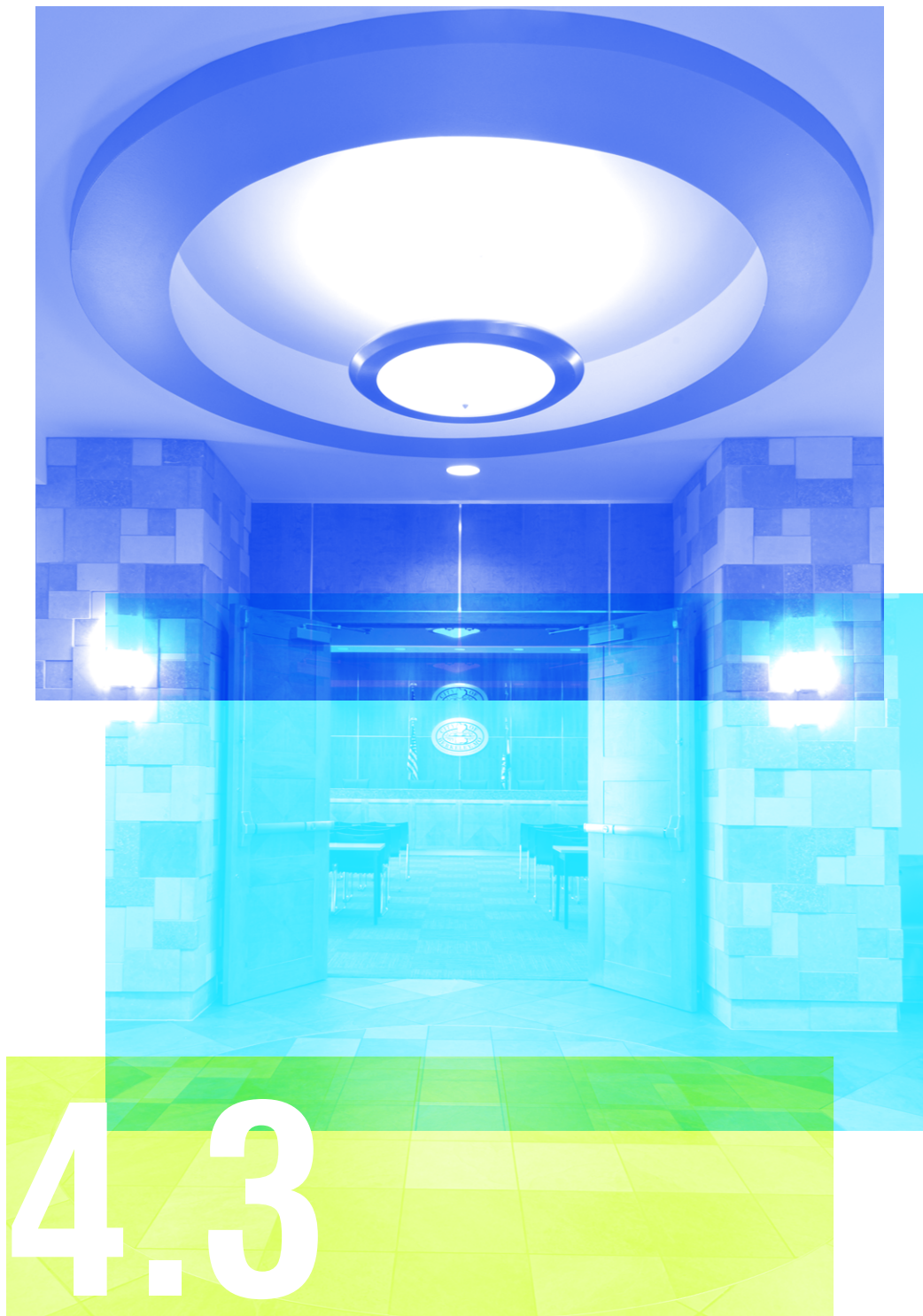
(Landscape Architect)

- Cottleville City Hall / Police Station
- Bel Ridge City Hall
- Rock Hill Municipal Center
- Whitely County Justice Center
- University City Police Department
- Creve Coeur Fire

Cooper Construction Estimating, LLC

(Cost Estimation)

- Wildwood City Hall
- Nicholasville City Hall
- Alton City Hall Renovation
- Whitely County Justice Center
- University City Police Department



Key Personnel

The professionals selected for this effort all reside in the St. Louis office and are professionally licensed in the State of Missouri.

Key Personnel

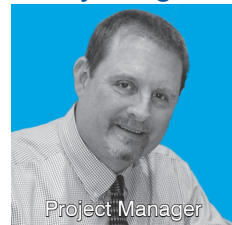
Our People selected for the City of Creve Coeur team are comprised of **100% licensed professionals** with an average tenure of over 12 years with Archimages. These individuals are highly trained Municipal and Public Sector design professionals and motivated to perform. Together with our engineering partners, we are proud that over 90% of our commissions are a result of referrals. Archimages maintains positive relationships with our clients by providing consistent service and personnel.

Our Proximity to the City of Creve Coeur and the Site will prove to be an advantage during our extended relationship. Our team's response time will allow for **increased interaction and efficiencies for your staff**. It will also allow us to monitor ongoing construction progress and maximize communication and documentation efforts.

Our Passion compels our team to achieve solutions that exceed your expectations. Creativity does not need to translate into expensive solutions. **Reaching a balance between function, aesthetics, and cost** is a challenge our team accepts with great enthusiasm of success. Our team provides comprehensive Architectural, Planning, and Interior Design Services with a full compliment of engineering services.



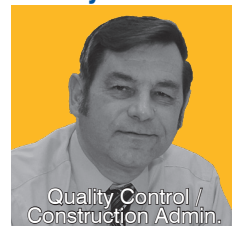
Roy Mangan



Travis Van Buren



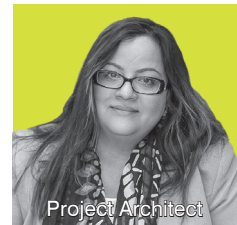
Gary Dedeke



Greg Garner



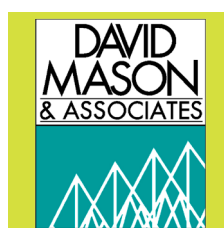
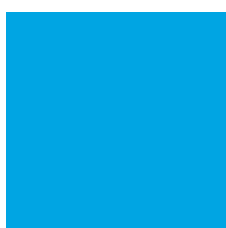
Johanna Worden



Mariann Maxvill



Joe Carey



City of Rock Hill*Rock Hill, Missouri*

- Police, Fire, City Hall Complex

City of Berkeley*Berkeley, Missouri*

- Municipal Facility Evaluation
- Police, Fire, City Hall Complex

City of Pacific*Pacific, Missouri*

- Municipal Facility Evaluation
- City Hall & Police Station Addition

Perryville Police Station*Perryville, Missouri*

- New Police Station

City of Olivette*Olivette, Missouri*

- Municipal Facility Evaluation
- Fire / Police / City Hall Complex
- Community Center Analysis

City of Byrnes Mill*Byrnes Mill, Missouri*

- New City Hall / Police Facility

City of O'Fallon*O'Fallon, Illinois*

- Fire Station / Parks Facility
- Site Master Plan

City of Ballwin*Ballwin, Missouri*

- Municipal Facility Evaluation
- Facility Master Plan / Feasibility Study

City of Troy*Troy, Missouri*

- Municipal Facility Evaluation
- City Hall Renovations

City of Clayton*Clayton, Missouri*

- New Fire Station
- City Hall Renovations

City of Creve Coeur*Creve Coeur, Missouri*

- Firehouse #2 Replacement

R. Gregory Garner

Principal / Design Coordinator



Greg Garner has over 30 years of architectural design and management experience with an emphasis on planning and design. He directs the Municipal, Planning, and Design divisions of Archimages. Mr. Garner will participate in programming, design, and presentation sessions with clients and required outside agencies.

As Principal, Mr. Garner provides expertise in the areas of master planning, and construction management. He strives to provide innovative solutions that balance the esthetic, functional and budgetary needs of clients and users. He will direct the interactions and decisions of the design team while monitoring their overall performance.

Education

Bachelor of Architecture: *University of Kansas*

Bachelor of Environmental Design: *University of Kansas*

Registration

Registered Architect: *Missouri*

Member: *Missouri Municipal League, Southern Building Code Org., Advisory Board - Eagle Bank, Kirkwood, Missouri*
LeadingAge, BOMA International

Tenure

28 years

City of Rock Hill*Rock Hill, Missouri*

- Police, Fire, City Hall Complex

City of Creve Coeur*Creve Coeur, Missouri*

- Firehouse #2 Replacement

City of Pacific*Pacific, Missouri*

- Municipal Facility Evaluation
- City Hall & Police Station Addition

City of Olivette*Olivette, Missouri*

- Existing Facility Plan / Evaluation
- New Fire / Police / City Hall Complex
- Community Center Feasibility Study

City of Berkeley*Berkeley, Missouri*

- Existing Facility Plan / Evaluation
- Site/Building Master Plan
- Police, Fire, City Hall

City of O'Fallon*O'Fallon, Illinois*

- Fire Station / Parks Facility

City of Ballwin*Ballwin, Missouri*

- Municipal Facility Evaluation
- Facility Master Plan / Feasibility Study

City of Byrnes Mill*Byrnes Mill, Missouri*

- New City Hall / Police Facility

University City Fire Protection District*University City, Missouri*

- Firehouse #1 & #2

City of Clayton*Clayton, Missouri*

- New Fire Station
- City Hall Renovations

Cape Girardeau Fire/911 Center*Cape Girardeau, Missouri*

- New Firehouse, 911 Center

Roy Mangan

Project Manager



Roy Mangan has over 26 years of architectural experience with an emphasis on project management. Mr. Mangan's expertise lies in the areas of the construction, detailing, and technical aspects of construction, giving him a comprehensive understanding of the built environment.

As Project Manager, Mr. Mangan will be responsible for production aspects of the project. He will assist the Project Manager throughout the design, construction documentation, and administration process of the project.

Education

Bachelor of Architecture: *University of Kansas*

Registration

Registered Architect: *Missouri*

Tenure

15 years with Archimages

Municipal Planning

- City of Olivette, Missouri
- City of Pacific, Missouri
- City of Berkeley, Missouri
- City of Brynes Mill, Missouri

City of Rock Hill

Rock Hill, Missouri

- Police, Fire, City Hall Complex

City of Creve Coeur

Creve Coeur, Missouri

- Firehouse #2 Replacement

City of Berkeley

Berkeley, Missouri

- Existing Facility Plan / Evaluation
- Site/Building Master Plan
- Police, Fire, City Hall

City of Olivette

Olivette, Missouri

- Existing Facility Plan / Evaluation
- New Fire / Police / City Hall Complex
- Community Center Master Plan

City of Pacific

Pacific, Missouri

- Municipal Facility Evaluation
- City Hall & Police Station Addition

City of Twin Oaks

St. Louis, Missouri

- New Municipal Center

City of Brynes Mill

Brynes Mill, Missouri

- New City Hall / Police Facility

City of Troy

Troy, Missouri

- Municipal Facility Evaluation
- City Hall Renovations

Kirkwood School District

Kirkwood, Missouri

- Master Facilities Plan Development

Johanna Worden

Project Architect



Johanna Worden has over 18 years of planning, design, documentation, and construction experience on a wide variety of projects. She has assisted with the majority of the Municipal, Religious, and Educational related projects accomplished by Archimages. Her space planning and design skills will benefit the overall design process.

As Project Architect, Mrs. Worden will be responsible for all production and planning aspects of the project. She will assist the Principal in Charge and Project Manager throughout the planning and design process of the project.

Education

Bachelor of Environmental Design: *University of Puerto Rico*

Master of Architecture: *University of Illinois-Urbana-Champaign*
(*Magna Cum Laude*)

Registration

Registered Architect: *Missouri*

Tenure

12 years

City of Rock Hill*Rock Hill, Missouri*

- Police, Fire, City Hall Complex

City of O'Fallon*O'Fallon, Illinois*

- Fire Station / Parks Facility

City of Olivette*Olivette, Missouri*

- Existing Facility Plan / Evaluation
- New Fire / Police / City Hall Complex
- Community Center Master Plan

City of Pacific*Pacific, Missouri*

- Existing Facility Plan / Evaluation
- New City Hall & Police Station Additions

City of Ballwin*Ballwin, Missouri*

- Existing Facility Plan / Evaluation
- Site/Building Master Plan

City of Berkeley*Berkeley, Missouri*

- Existing Facility Plan / Evaluation
- New Police, Fire, City Hall Complex

City of Byrnes Mill*Byrnes Mill, Missouri*

- New City Hall / Police Facility

Hunter Engineering Corporate Offices*Bridgeton, Missouri*

- Facility Master Plan
- Expansions & Renovations

City of Troy*Troy, Missouri*

- City Hall Renovations

City of Creve Coeur*Creve Coeur, Missouri*

- Firehouse #2 Replacement

Commerce Bank & Technology Center*St. Louis, Missouri*

- Building Evaluation & Additions

Mariann Maxvill

Interior Design Director



Mariann Maxvill has over 17 years of experience as an interior designer and product specifier. She manages the Interiors division of Archimages. She has vast knowledge regarding product specifications and performance criteria for a wide variety of finishes. Her expertise and space planning design ability will generate design themes that are motivational and efficient.

As the Interiors Director, Mrs. Maxvill will provide support space planning, documentation and color and finish selections. Utilizing her hands-on approach, she assesses clients' needs and will meet all budgetary requirements. As an accredited LEED professional, she will be an active participant in the LEED project team and certification process for your building.

Education

Bachelor of Fine Arts - Interior Design: *Maryville University*

Registration

LEED AP

NCIDQ Number 29955

Professional Membership

IIDA - International Interior Design Association

Tenure

15 years

City of Olivette

Olivette, Missouri

- Fire / Police / City Hall Complex

City of Pacific

Pacific, Missouri

- City Hall & Police Station Addition

Cape Girardeau Fire/911 Center

Cape Girardeau, Missouri

- New Firehouse, 911 Center

City of Byrnes Mill

Byrnes Mill, Missouri

- New City Hall / Police Facility

Perryville Police Station

Perryville, Missouri

- New Police Station

Mercy Health System

Edmond, Oklahoma

- Wellness Center & Integrated Multi-Specialty Clinic

American Eagle Credit Union

St. Louis, Missouri

- (7) New Facility & Renovations

City of Troy

Troy, Missouri

- City Hall Renovations

City of Ballwin

Ballwin, Missouri

- Facility Master Plan
- Feasibility Study

Pattonville School District

St. Louis, Missouri

- 9 Facility Renovations

St. Michael's Parish

Biloxi, Mississippi

- Sanctuary Evaluations / Renovations
- Parish Life Center Addition

Ladue Chapel

Ladue, Missouri

- Evaluation / Renovations

Gary Dedeke

Specifications/ QC Specialist



Gary Dedeke has over 38 years of architectural experience with an emphasis on document production, construction detailing, and quality control. He has managed multiple project types and has been responsible for all aspects of the design process.

Mr. Dedeke will function as the Specification Writer and Quality Control Specialist and be responsible for guaranteeing the quality of the construction plans and specifications. Mr. Dedeke will attend selected team meetings, perform required field observations, and review all documents required for the construction phase of the project.

Education

Bachelor of Architecture: *Washington University*

Registration

Registered Architect: *Missouri, Illinois and 45 other states*

Member: *National Council of Architectural Registration Boards (NCARB), American Institute of Architects (AIA), Missouri Council of Architects (MCA), Missouri LeadingAge*

Tenure

10 years



BRIAN D. HEIDEMAN, P.E.
Associate Vice President
Business Unit Leader, Building Services

Brian Heideman has been involved in the design of education, health care, commercial and government facilities for over 30 years. Brian's responsibilities include establishing client relations, assembling design teams, establishing fees, scheduling and performing overall quality reviews during the design phase and construction phase of projects. Brian's design experience includes mechanical, civil, plumbing and fire protection systems. He has designed multi-zoned domestic water piping systems for high-rise buildings, storm water and sanitary sewage pumping systems and pure water systems. His fire protection system experience includes multi-zoned Clean Agent fire suppression systems, wet pipe and dry pipe sprinkler systems, Early Suppression/Fast Response (ESFR) fire suppression systems and AFFF chemical fire suppression systems. Brian's civil experience includes designing storm and sanitary lift stations, wet or dry storm water retention basins and below-ground sanitary retention structures. His experience also includes performing code and regulatory reviews for education, commercial, health care and industrial/manufacturing facilities.

EDUCATION

B.S., Civil
 Engineering, Missouri
 University of Science
 and Technology,
 Rolla, 1979

REGISTRATIONS

Professional
 Engineer: Missouri,
 Illinois, Virginia, Ohio,
 Washington

**PROFESSIONAL
 ACTIVITIES**

Past President of the
 St. Louis Chapter of
 American Society of
 Plumbing Engineers

Past President of the
 American Society of
 Plumbing Engineers
 Research Foundation

American Society for
 Healthcare
 Engineering of the
 American Hospital
 Association

American Society of
 Plumbing Engineers

National Fire
 Protection Association

New City Hall | City of Osage Beach, MO

Design and construction administration services for the new Osage Beach City Hall and Police Department. Project included conference rooms, offices, police department, holding cells, maintenance areas and storage areas.

New City Hall | City of Creve Coeur, MO

Design and construction administration services for the new city of Creve Coeur Government Center. Project included renovating an old existing school into a government center with conference rooms, offices, police department, holding cells, and maintenance area.

Olivette Master Plan Implementation | City of Olivette, MO

Project Manager for the 36,000 square foot municipal building that will house police, fire and city hall. Project includes a 3 bay drive through apparatus bay, living, sleeping quarters, work out room and training room. The project now consists of a two story facility on a new site off Dielmann Road with a construction cost of 9 million.

City Hall Expansion and Renovation

City of Pacific, MO

Project Principal for expansion and renovation of an existing, two-story, City Hall to enable all departments to be in one 25,000-sq-ft facility: police, emergency operations center and dispatch, city management, courts and public works departments. Project includes separate HVAC systems for the dispatch and IT rooms in the building. Fire protection consists of double interlock pre-action systems for each space. Complete facility is on emergency power.

**Berkeley Municipal, Police and Fire Complex
 Berkeley, MO**

Project Manager/Engineer for a new multi-use municipal building for the City of Berkeley. The two-story complex contains a 17,571-sq-ft Police Station, and a 32,741-sq-ft municipal building that contains council chambers; mayor and aldermanic offices; training and meeting rooms. The new two-story, 18,190-sq-ft firehouse has three drive-through bays, dorm rooms, day rooms, kitchen, training and workout rooms. Designed to be energy efficient, Horner & Shifrin followed the 2009 international energy code and exceeded ASHREA 90.1-2007 energy requirements. The city hall building contains the city wide IT room for Fire, Police and City Hall. The room is served with a separate computer room mechanical unit, emergency power and a double interlock fire suppression system. Demolished two existing building to build new building.



INNOVATIVE TECHNOLOGY... simplified

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p.314.475.3080 □ f.314.475.3082 □ www.integrationcontrols.com



Education

B.S., Electrical
Engineering,
Missouri University
of Science and
Technology, Rolla,
1992

Professional Certifications

CEDIA ESC-T
Electronic Systems
Certified Technician

Lutron Lighting
Controls & Shading
Solutions
Programming &
Installation

AMX ACE
Certified Installer,
Programmer &
Designer

Multiple Other
manufacturer &
industry training
certificates available
upon request

**Keith A.
Fennewald**

Partner, Electronic Systems Engineer & Project Manager

Keith is responsible for supervising project technology needs analysis, creation of technology solution and design documents and when applicable, technology systems project management and execution of actual designed solutions. Solution design experience includes extensive experience with lighting control and daylight systems, motorized shading solutions, audio/video solutions for entertainment, public address systems, sound reinforcement, security and digital signage, security systems integration, surveillance systems, heating, cooling and climate controls integration, networking solutions for both Ethernet as well as proprietary network busses, as well as overall integrated control systems solutions to tie together multiple systems.

FleishmanHillard- St. Louis/Kansas City, Missouri & Dallas, Texas

Designer, project manager, programmer, and installation for multiple projects in three separate cities to address client's need for simple, reliable solutions. These solutions included public address via inter-office paging, digital signage for public spaces, audio/video and control solutions for small and large conference rooms that included local sound reinforcement, projection systems, lighting controls, motorized shades, audio/video conferencing and a control solution to allow the client the most simplified possible user interface for controlling it all.

Interapptive/ShipWorks- St. Louis, Missouri

Designer, project manager, lead programmer and installation supervisor for fully integrated office control solution. Systems designed and controlled included pan-tilt-zoom security cameras, communicating wireless pneumatic thermostats, office-wide audio and video distribution including a multi-display video wall solution, full enterprise network including wireless access and secure remote access, and door access controls for multiple entries and secured rooms.

Alizadeh Orthodontics- Chesterfield, Missouri

Designer, project manager, programmer, and installer of office wide sound distribution, patient video entertainment included video monitors at 10 medical chairs, and a small home theater to entertain the patients waiting for their appointments.



JOHN KILDEA, PE

Director of Structural Engineering

David Mason & Associates

**Years of Experience:** 20**Education:**

Bachelor of Science, Civil
Engineering, Southern
Illinois University
Edwardsville

Registration:

Professional Engineer
Missouri & Mississippi

Land Surveyor in Training
Missouri

Professional**Membership:**

American Society for Civil
Engineering (ASCE)

Structural Engineering
Institute (SEI)

John Kildea has extensive experience in the field of structural engineering. As Director of Structural Engineering, Mr. Kildea is responsible for ensuring both public safety, and complying with the client's requirements. His experience comprises all aspects of structural services including design of structures to resist natural forces, design of roof framing, floor framing, foundations and walls. Mr. Kildea conducts design, analysis, rehabilitation, and restoration on a wide variety of buildings, bridges, and environmental structures.

RELEVANT PROJECT EXPERIENCE**St. Louis County Police Precinct #4 - St. Louis County, Missouri**

Project Engineer. Structural engineering services for a new precinct that will consolidate manpower from three existing police stations within the South County area into one Precinct. This ADA compliant facility is approximately 8,000 SF in size and consists of office areas, lobby, conference rooms, a community room, holding cells, evidence and armory room, locker room, restrooms, an emergency generator, signage and storage space.

Fire Station Structural Condition Assessment - Granite City, Illinois

Project Manager. Structural condition assessment, and study for a combined fire station and police station facility consisting of the rehabilitation of a two-story, 13,000 SF facility consisting of an 8,500 square feet existing structure, and construction of a new 4,500 SF addition.

Ladue Fire Station Structural Inspection - St. Louis, Missouri

Structural Engineer. Visual inspection on two 62-year old buildings to determine their ability to withstand current seismic forces.

Ladue Fire Station #2 - Ladue, Missouri

Project Manager. Structural engineering services for construction of a new fire station to replace original building construction during 1950's.

St. Louis County Crime Lab Renovation, St. Louis, Missouri**Hannibal Community Supervision Center, Office of Administration - Hannibal, Missouri**

KARA C. MARFELL, PE

Lead Structural Engineer

**Years of Experience:**

19

Education:

University of Missouri
Columbia, Missouri,
Master of Science in
Civil Engineering

University of Missouri
Columbia, Missouri,
Bachelor of Science in
Civil Engineering

Registration:

Professional Engineer
Missouri & Mississippi

Land Surveyor in
Training, Missouri

Professional Membership:

American Institute of
Steel Construction
(AISC)

Kara is a highly skilled Professional Engineer specializing in structural design and project management for various projects. Scope of work for projects typically included production of structural drawings, generation of structural specifications, review of shop drawings, and construction administration. Primary experience includes projects such as schools (classrooms, auditoriums, gymnasiums, etc.), hospitals, medical office buildings, community recreation centers, office buildings, retirement housing, and university housing.

RELEVANT PROJECT EXPERIENCE**Centene – Ferguson, Missouri**

Project Manager. This project consisted of three individual building. The Office Building is a three story 45,000 gross square foot building utilizing tilt-up concrete bearing wall panel construction. Floor construction uses composite metal deck and structural steel composite beams. Roof construction is standard metal roof deck supported by steel bar joists. Foundations have been designed using a deep drilled shaft and grade beam system to accommodate the heavy loads, seismic conditions, and poor ancient river bed soil conditions.

Webster University Interdisciplinary Building – Webster, Missouri

As structural project manager Kara is responsible for drawing production using BIM software, generation of structural specifications, review of shop drawings and construction administration. This project includes structural design of a three-story interdisciplinary Science Building on the Webster University Campus. The structure is comprised of two composite framed floors, steel bar joist and beam roof framing, and steel columns. The building houses science labs, facility offices, and common meeting spaces. Due to the presence of adjacent structures, some historical, special considerations were taken when designing the building foundation.

BJC Medical Office Building – Shiloh, Illinois

Project Manager. The project team were able to meet the owner's request to accelerate the project schedule while staying within budget. DMA coordinated with other team members to accommodate energy efficiency and aesthetic requirements stipulated by the architectural team.

Missouri Athletic Club – St. Louis, Missouri

Structural design and construction administration for 20,000 SF expansion & renovations totalling \$6 Million.

CEDC

CIVIL ENGINEERING DESIGN CONSULTANTS

BRANDON A. HARP, P.E., LEED AP BD+C

Principal

Co-Owner Civil Engineering Design Consultants, Inc.

EDUCATION: University of Missouri • Columbia B. S. Civil Engineering
Webster University Master of Business Administration

REGISTRATION: Professional Engineer MO, IL, IA, LA, MS, TN

PROFESSIONAL MEMBERSHIPS:

City of Webster Groves Plan Commission
American Society of Civil Engineers, ASCE
Missouri Floodplain & Storm Managers Association, MFSMA
National Council of Examiners for Engineering and Surveying, NCEES (*Model-In-Law*)
Chi-Epsilon

YEARS OF EXPERIENCE: 23

SPECIALIZED EXPERIENCE:

Design of Municipal, Fire and Police Facilities
Permitting through MSD, Municipalities, and St. Louis County
Master Land Planning
Site Development Engineering
Zoning Services

PROJECT EXPERIENCE:

MUNICIPALITIES, POLICE STATIONS AND FIRE DEPARTMENTS

- Creve Coeur Government Center ~ Government center improvements and new police station
- Olivette Government Building, Olivette, MO ~ New city hall
- Pacific City Hall and Police Station, Pacific, MO ~ Building addition and site improvements
- Black Jack Fire Station, St. Louis County, MO ~ New firehouse
- Creve Coeur Fire District ~ New firehouse
- Eureka Fire Protection District ~ New training Center
- Florissant Valley Fire Station ~ New utility facility
- Mehlville Fire District, St. Louis County, MO
 - Firehouse No. 2 ~ New firehouse
 - Firehouse No. 3 ~ New firehouse
 - Firehouse No. 4 ~ New firehouse
 - Firehouse/Administration Office ~ Site improvements
- Signal Hill Fire Station, Signal Hill, IL ~ New firehouse



RANDALL W. MARDIS

President/Landscape Architect

Education

Bachelor of Landscape Architecture, 1979
 Kansas State University, Manhattan, KS
 Associate Degree in Architecture & Design, 1973
 Meramec Community College, St. Louis County, MO

Registration

State of Colorado # LA0001065
 State of Illinois # 157-001154
 State of Iowa # 00644
 State of Kansas # 264
 State of Kentucky # 873
 State of Missouri # 019
 State of Nebraska #294
 State of Ohio # 1065
 State of Oklahoma # la0406
 State of Pennsylvania # LA002715
 State of Tennessee # 852
 State of South Dakota #10184
 CLARB certification # 6334

Organizations & Activities

- Member, St. Peters Chamber of Commerce, St. Peters, MO 1998-Present
 - Vice-President, Missouri Association of Landscape Architects 2003-Present
- Member, Missouri Design Alliance 2003-Present
 - Member, American Society of Landscape Architects, 1979-1983, 1985-Present
 - Member, American Society of Landscape Architects Ethics Committee, 2007-Present
- Instructor, Missouri Botanical Gardens Adult Education Program, 1989-Present

Landscape Technologies

67 Jacobs Creek Drive
 Saint Charles, MO 63304
 [p.] (636) 928-1250
 [f.] (636) 928-4563

BIOGRAPHICAL STATEMENT

Randall W. Mardis, ASLA

Randy Mardis earned an associates degree in architecture prior to attending Kansas State University, where he earned a Bachelor of Landscape Architecture degree in 1979. During his term, membership more than doubled. Since graduation, he has worked for three landscape architectural firms from 1979 through 1994, when he opened his own practice. His projects are found throughout the Midwest and South and represent a wide diversity of project types. Randy is licensed in eight states: Missouri (#019), Kansas (#216), Illinois (#157-001154), Pennsylvania (#LA002715), Tennessee (#852), Ohio (#1065), Nebraska (#294) and South Dakota (#10184). Additionally, he holds certification with the Council of Landscape Architectural Registration Boards.

Randy has served in advisory board capacities at Meramec Community College and Kansas State University. He was honored in 2010 when he was presented the Bob Goetz Award for high ethics, mentoring and service to the profession.

Committment

Timeline

Archimages will function as your **advocate** throughout the process. Our team will develop and manage a process that ensures accuracy of information, efficiency of time, and adherence to deadlines. We have reviewed your documented timelines and fully understand the scope of services outlined in the RFQ.

Work Load

Archimages enjoys steady workloads which are managed by the firm's principals and management personnel. Weekly staff utilization levels are reviewed and adjusted to ensure critical path deadlines are met for all projects. We have populated our team with professionals having several years of experience within the fire safety and municipal design industry. This maximizes productivity and ensures full adherence with schedule milestones for your project. **Archimages' current work load will allow for immediate and consistent support by all selected team members for the duration of your project.**

Contingency Plan

We are proud of the consistency and tenured positions held by our team members. Archimages has qualified staff to support or replace key members if required.

LEED Accredited

Mariann Maxvill will manage the LEED tracking process for the project.

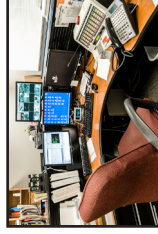




Project Understanding / Approach / Schedule

EXPERIENCE

With more than **28 years** of experience with municipal, police, fire safety, and public sector facilities, the **Archimages' Design Team** provides unsurpassed **experience** and **expertise** within our industry. From small rural communities, to large municipalities, our team's experience delivers **superior fire/police and municipal facility design** in a timely fashion, balancing the fiscal, functional and aesthetic needs of our clientele while surpassing their expectations.



Municipal/Fire/Police Facilities



- Rock Hill City Hall / Police & Fire
- Berkeley City Hall / Fire & Police Dept.
- Byrnes Mill City Hall / Police
- Olivette City Hall/Fire & Police Dept.
- Pacific City Hall & Police Department
- Perryville Police Station
- Troy City Hall & Police Station

Design Elements

- Security/Visibility/Access
- Essential Services Capacity
- Shift Size
- Parking (Staff vs. Public)/Site Accessibility
- Architectural Style/Scale/Character
- Secure Evidence / Storage Capacity
- Gear Protection/Equipment Storage
- Utility Access/Capacity
- Technology/Low Voltage/Dispatch
- Emergency Power/Storm Hardening
- MEP System Alternatives & Upgrades
- Future Growth/Expansion Opportunities

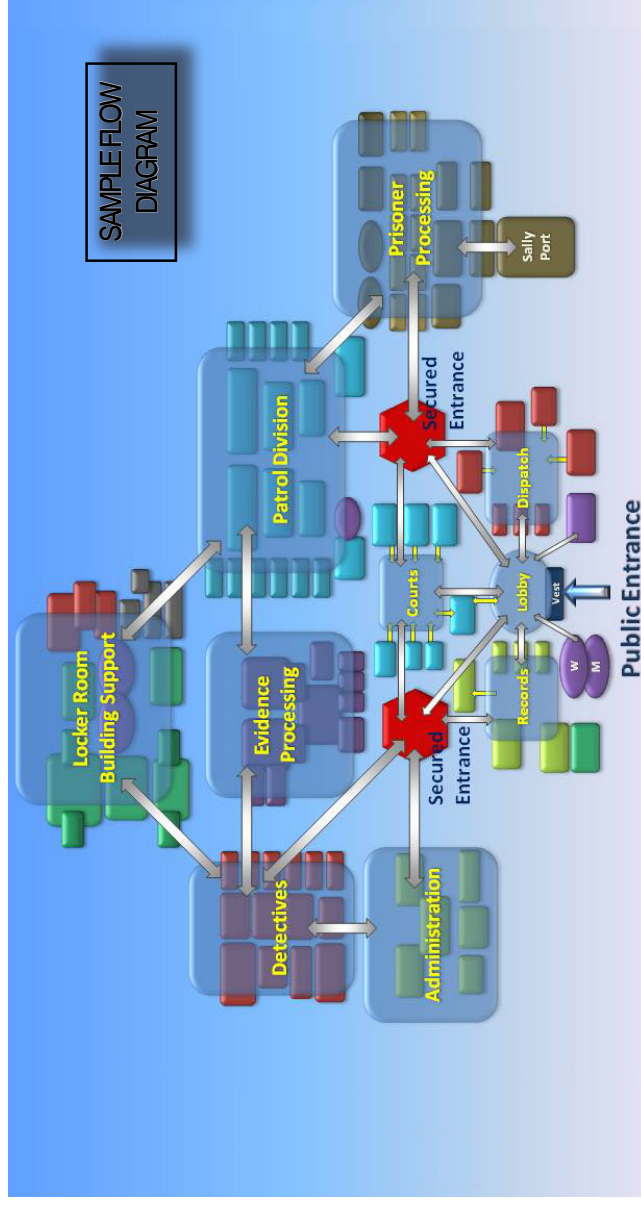
BUILDING

Operations:

Role:

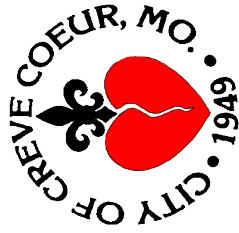
Security, Flow, Efficiency, & Durability are critical factors to be included for any 21st century police facility design. Our team understands the importance of open dialogue & listening to the operational requirements of your staff. There is not a "cookie cutter" approach to this type of facility design. Archimages will walk departmental participants through a systematic process & review multiple templates of all critical areas. Industry "best practices" will be discussed & modified according to your specific needs, budget limits, & operational criteria. Flow patterns of administrative, public, patrol, processing, & evidence will be analyzed to maximize safety, efficiency, and "CALEA" protocols.

Police facilities have a responsibility to ensure a sense of safety and community spirit. The facility needs to support and represent their communities for decades while having the ability to be flexible to accommodate changing technology and operational trends. Common spaces and support functions that can be shared by departments will be discussed along with the required separation of public and private areas. Site and building circulation patterns will need to be carefully evaluated to ensure all staff and public are kept safe and functionally efficient.



SITE

Archimages has inspected your selected site with our engineers and are confident we can achieve maximum efficiency for the intended uses. Our team of experts will work through the design options and challenges associated with the site and guide the City to successful solutions. We will coordinate all necessary AHJ requirements, submittals, and approvals and achieve all budget and schedule objectives.



City of Creve Coeur
Municipal Center

Design Schedule

TASKS	2017																																															
	Jan				Feb.				Mar.				April				May				June				July				Aug.				Sept.				Oct.				Nov.				Dec.			
	1	2	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4						
Phase I - Planning & Functional Program																																																
Site Analysis / Surveying / Utility Coordination / Options																																																
Programming / Operational Analysis / Blocking & Stacking																																																
AHJ / City Process Coordination																																																
Equipment / FFE / Coordination																																																
MEP, FP, LV Systems Evaluation																																																
Budget / Schedule Development / Verification																																																
Departmental Program Sessions																																																
Steering Committee Workshops																																																
Functional Program Review / Sign Off Period																																																
Phase II - Schematic Design																																																
Code Analysis																																																
Environmental / Geotechnical / Traffic Studies																																																
Site / Landscape Development Options																																																
Floor Plan / Exterior / Interior Development / Coordination																																																
Equipment / Furniture Coordination																																																
MEP, FP, LV System Alternatives (Energy Model)																																																
AHJ / City Review (Re-zone / SDP / ARB)																																																
Budget / Schedule Tracking																																																
Departmental Work Sessions																																																
Steering Committee Reviews / Presentations																																																
SD Phase Review / Sign Off Period																																																
Phase III - Design Development																																																
Code Analysis Final / AHJ Submittals / Reviews																																																
Site Development Plans (P&Z Commission)																																																
Plan / Shell / Fit-Out Refinements																																																
Interior Finish Coordination																																																
Equipment / Furniture Coordination																																											</					



"We have evolved together
providing a refined design
experience for our clients."

4.5

Record of Performance / References

Cost Estimation Process

■ Cost and Budget Procedures

Archimages' and Cooper Construction Estimating's goals for every project is to provide the highest quality and value within the available budget. This requires a sophisticated process and a positive mind set -- a desire to not only "control" cost, but maximize resources!

We approach budget control as a pro-active, rather than reactive process. A budget analysis and cost model will be established with the overall project team apportioning the budget to building systems and components. Professional expertise, as well as life-cycle analysis will be continually evaluated to keep projects within budget. Historical cost data bases of completed projects will be used to validate initial project assumptions. Major components of the design are reviewed and priorities are established with the owner and user group on where to emphasize financial resources. The historical models are escalated to current market conditions, reviewed, and used as baselines for future comparisons.

"We Guarantee Our Budgets"



■ Value Engineering Philosophy:

We focus value-engineering practices during the schematic and design development phases. It is a balance of scope, budget, and quality. Our approach to value engineering emphasizes the value received as opposed to concentrating solely on initial costs. We see maintainability, function, and energy consumption as key factors important in the evaluation of alternative designs. Our recommendations need to provide cost economies, schedule acceleration, and value engineering savings to products and life-cycle costs.

■ Budget/Bidding Strategy:

During the bidding, we will respond to all questions regarding the construction documents. Our purpose will be to ensure that the prospective bidders have all the information they need in order to prepare their bids. We will look closely at substitution requests and advise the owner's team as to their acceptability. We will encourage the construction community to participate in the bidding process for the most competitive process possible.

In the event all bids are in excess of the budget established by the entire team, our professionals will develop strategies and documents to reduce the bid levels at no cost to the owner.



Design to Budget

Client: City of Byrnes Mill, Missouri

New City Hall / Police Facility

4,000 sf

Budget / Estimate: \$873,000.00

Actual Cost: \$882,000.00



Client: City of Berkeley, Missouri

New City Hall & Fire House

50,925 sf

Budget / Estimate: \$6,780,000.00

Actual Cost: \$6,800,000.00



Client: City of Pacific, Missouri

New City Hall & Police Facility

19,500 sf

Budget / Estimate: \$3,900,000.00

Actual Cost: \$3,750,000.00



Client: City of O'Fallon, Illinois

Fire House #4 and Parks Facility

23,900 sf

Budget / Estimate: \$5,240,000.00

Actual Cost: \$5,300,000.00



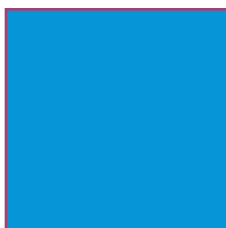
Client: Mercy Health System, Missouri

Clarkson Medical Pavilion

125,000 sf

Budget / Estimate: \$35,500,000.00

Actual Cost: \$34,000,000.00



References

Archimages has designed multiple Municipal, Police, and Fire Safety projects. We are proud of our reputations and enjoy long term relationships with our clients. We invite you to contact these resources and gain insight into how we were the **“RIGHT FIT”** for their organizations.

Archimages (architects/interiors)

- | | | |
|---|--|--|
| 1. Ms. Jennifer Yackley
City Administrator
City of Rock Hill
(314) 968-1410 | 3. Chief Brent Saunders
Fire Chief
O’Fallon Fire Rescue
(618) 622-1461 | 5. Mr. Larry Perney
City Administrator
City of Byrnes Mill
(636) 677-7727 x226 |
| 2. Ms. Barbara Sondag
City Manager
City of Olivette
(314) 993-0444 x5200 | 4. Mr. Matt Mansell
Police Chief
City of Pacific
(636) 257-2424 | |

The following represent our history of professional liability claims involving Archimages, Inc. None of these cases represented direct allegations against our design services. Archimages has had no Civil or Criminal claims, judgements, or suits made against the corporation since inception in 1988.

Date claim made: January 17, 2013
Claimant: 8800 Watson, LLC
Project: Medical Office Building - Crestwood, MO
Nature of Claim: Omissions on planning documents related to HVAC system by outside engineer. Settled in a mediation conference. Archimages received a 50% refund check from the insurance company of the deductible paid, a full settlement check was received from the client for all past due accounts receivable, and a full release of claims. No action taken against Archimages.
Status: Closed

Date claim made: June 25, 2009
Claimant: Garske vs. Sunrise Beach FPD., et al.
Project: Sunrise Beach FPD Firehouse - Sunrise Beach, MO
Nature of Claim: This claim was based on an auto accident (12/19/08) on a road adjacent to the construction site of our project. The driver of the vehicle that caused the accident was legally intoxicated according to the police reports. There is no evidence or findings that point to our design as part of the issue. Archimages was one of 15 organizations named in the suit.
Status: Closed

Date claim made: January 4, 2008
Claimant: David & Tamela Kimball
Project: St. Anthony’s Medical Center - St. Louis, MO
Nature of Claim: No claim made against Archimages. Principal/Architect testified as an expert witness in a case involving St. Anthony’s Medical Center. No legal fees or settlement was paid by Archimages.
Status: Closed

Proximity + Familiarity



Proximity + Familiarity

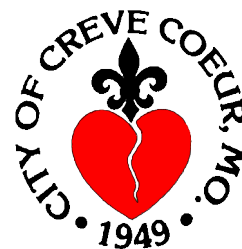
Agency Interaction

Archimages' process includes detailed **code analysis** and evaluation of alternatives that are viable as you consider design options. Building, life safety, and energy codes are evaluated so that balanced decisions can be made. **Jurisdictional coordination** with the City of Creve Coeur and necessary AHJ's will be one of the initial steps our team undertakes. Research and documentation of the processes and required approvals will be defined by the team and communicated to the city. We consider all jurisdictional agencies as part of our design and project implementation team.

Creve Coeur Experience

Archimages has collaborated with the City of Creve Coeur for the past 25 years through several projects. We have submitted over 100 projects through Mercy Health and other clients and are currently under construction with a fire house for the City of Creve Coeur Fire Protection District. Being located in the Kirkwood area gives our team **excellent proximity** to the site and **efficient access** for your staff. Our team has years of experience coordinating with the local agencies and utility companies that have jurisdiction over the planning and permit process.

Archimages excels at community outreach and will be instrumental in the ongoing process of maintaining open communication and a positive atmosphere in the community regarding the project.



Agency Elements

- City of Creve Coeur
 - *F.P.D.
 - *Planning & Zoning
 - *Board of Adjustment
 - *Public Works
- (MO) DNR
- Ameren UE
- MSD
- Laclede Gas
- St. Louis County (M.E.P. Reviews)
- Charter / AT&T
- Missouri American Water

MBE / WBE Inclusion

4.7



Diversity Approach

Since our inception in 1988, our core belief is that we are an Equal Opportunity Employer, and as such, do not discriminate against any employee or applicant for employment. We continue to empower our employees to become leading members in our firm and to strive to become equity partners. We also encourage them to reach out to their community and give back.

Mentoring / Scholarship Program:

Archimages is participating in ongoing discussions with several Universities regarding the creation of a minority architectural scholarship and internship program. We want to give the opportunity to those who are committed to the profession an avenue to gain the working knowledge of the architectural profession. An internship will equip them with the working knowledge they need with the hope that they will remain with us upon graduation. Hiring and mentoring interns and giving them access to their future career is very important to us.

Our minority mentoring program also includes high school groups, local Ranken students and individuals interested in the architectural and interior design professions. Many individuals have had “shadow” sessions at our office where they have been able to collaborate and observe what we do on a daily basis. We continue to advance this program and are excited to have the opportunity to present ourselves to these groups.

Current Team:

Our design team includes David Mason and Associates who will be providing Structural Engineering services which approximates 10-15% of our teams’ services. As a registered (MBE/DBE) enterprise, DMA brings design excellence with expertise in the Municipal market.



Sustainability



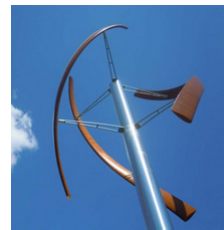
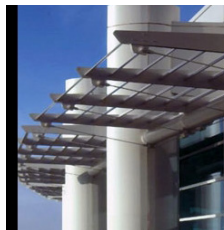
Promoting “Green” Design

Longevity • Sustainability • Green

Archimages utilizes these concepts which are integral to designing better working and living environments while keeping our client’s best interest in mind. We believe in promoting building designs that create environmentally responsible spaces that are healthy, comfortable, and cost-effective for the citizens and staff.

Archimages strives to meet local community and national standards in efficient building design. Our design goal is to reduce the carbon foot print of your project while creating innovative designs that balance form and function. In design of **fire/safety facilities**, we **focus on health, durability, and life cycle cost issues**, addressing acoustics, air quality, mold prevention as well as introduction of natural daylight, views, energy and water efficiency within facilities. We can investigate **options** for making portions of the facility available for passive training, and explore options for future expansion.

Archimages is an active participant in the **United States Green Building Council (USGBC)**. Our LEED Accredited Professionals can assist your project team to register the project, assemble the necessary documentation, collect information, and perform required calculations for all prerequisites and credits if you choose to pursue project LEED certification. We have experience with other certification processes including Energy Star and Green Globe programs. We can also direct you towards grant programs available for lighting, recycling, and energy efficient design awareness.



■ Accredited Design Professional

Mariann Maxvill: LEED AP (resume included in Section 4.3)

■ Project Certification Examples

VA Physical Medicine & Rehabilitation Center (Biloxi, MS)

LEED Silver

Wendy’s Restaraunt (Bridgeton, MO)

LEED Silver

VA Residential Rehabilitation Center (Walla Walla, WA)

LEED Silver

Archimages
architect

Archimages

architecture | interiors

P: 314-965-7445
143 West Clinton Place
St. Louis, MO 63122

P: 913-378-9533
14205 W. 95th Street
Lenexa, KS 66215

P: 618-623-9252
6400 W. Main St., Ste 1Q
Belleville, IL 62223





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

Meeting: 02/13/17 07:00 PM
Department: Public Works Department
Category: Resolution
Prepared By: Matt Wohlberg
Department Head: Jim Heines

SCHEDULED

RESOLUTION

Resolution No. 1266 - a Resolution of the City Council of the City of Creve Coeur, Missouri Authorizing the Execution of a Contract with Amcon Municipal Concrete, LLC for the Emerson Sidewalk Improvement Project for the Amount of \$348,542.30.

City staff has reviewed the bids received for the Emerson Sidewalk Improvements Project and recommends award of the construction contract to Amcon Municipal Concrete, LLC. This firm has provided the lowest, responsible, and responsive bid and has provided quality work for the City in past roadway and sidewalk projects. The City was awarded a Transportation Alternatives Program (TAP) grant to subsidize the cost of this project. The Missouri Department of Transportation (MoDOT) administers this federal grant. MoDOT has issued its concurrence in award of the project to Amcon Municipal Concrete.

RESOLUTION NO. 1266

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AUTHORIZING THE EXECUTION OF A CONTRACT WITH AMCON MUNICIPAL CONCRETE, LLC FOR THE EMERSON SIDEWALK IMPROVEMENT PROJECT FOR THE AMOUNT OF \$348,542.30.

WHEREAS, the City of Creve Coeur strives to provide a safe and accessible pedestrian infrastructure for the use and enjoyment of the public;

WHEREAS, the City has been awarded a federal Transportation Alternatives Program (TAP) grant to assist with the cost to update the sidewalk along Emerson Road between Ladue Road and Old Ballas Road;

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, Amcon Municipal Concrete, LLC, 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 TAP grants, has reviewed the project plans, specifications, and bids, and has issued its concurrence in award of the project to Amcon Municipal Concrete, LLC.

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

Section 1. The Contract between Amcon Municipal Concrete, LLC and the City, attached hereto as "Exhibit A," with a not-to-exceed **contract sum of \$ 348,542.30**, 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 13th day of February, 2017.

Barry Glantz
Mayor

Resolution

Meeting of February 13, 2017

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 Amcon Municipal Concrete LLC of 850 Lonestar Drive O’Fallon, Missouri 63366 (hereinafter referred to as the “Contractor”) for the project identified as the Emerson Road Sidewalk Improvements Project TAP-5526(643) (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,” “Construction Plans,” 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 reprocurement 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 contract, 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 contract.

The Contractor expressly warrants that it has employed no third person to solicit or obtain this

contract 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 contract. Contractor further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and the Owner 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 contract, 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 Three Hundred Forty-Eight Thousand, Five Hundred Forty-Two Dollars and Thirty Cents (\$348,542.30). 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
201-20.10	CLEARING AND GRUBBING	LS	1	\$ 8,000.00	\$ 8,000.00
202-20.10	REMOVAL OF IMPROVEMENTS	LS	1	\$ 50,000.00	\$ 50,000.00
203-10.99	EARTHWORK	LS	1	\$ 35,000.00	\$ 35,000.00
304-05.00	TYPE 5 AGGREGATE BASE (4" THICK)	SY	466	\$ 6.00	\$ 2,796.00
304-05.06	TYPE 5 AGGREGATE BASE (6" THICK)	SY	291	\$ 9.00	\$ 2,619.00
405-30.10	TYPE "C" BITUMINOUS CONCRETE (PAVEMENT)	TON	99	\$ 180.00	\$ 17,730.00
405-30.30	TYPE "X" BITUMINOUS CONCRETE (BASE)	TON	165	\$ 180.00	\$ 29,664.00
502-11.06	CONCRETE PAVEMENT (6" NON-REINFORCED)	SY	98	\$ 59.25	\$ 5,782.80
603-20.70	ADJUST WATER SERVICE VALVE BOX TO GRADE (2" OR GREATER)	EA	2	\$ 500.00	\$ 1,000.00
604-40.11	PIPE COLLAR, TYPE "A" (CONCRETE)	EA	1	\$ 1,250.00	\$ 1,250.00
607-99.01	REMOVAL AND RELOCATION OF MAILBOX	EA	7	\$ 150.00	\$ 1,050.00
608-50.06	PAVED APPROACH (6")	SY	265	\$ 59.25	\$ 15,713.10
609-10.10	CONCRETE CURB, TYPE "S"	LF	139	\$ 30.00	\$ 4,170.00
609-10.55	ROLLED CURB AND GUTTER	LF	49	\$ 25.00	\$ 1,225.00
609-20.21	MODOT INTEGRAL CURB (OVER 6 IN. HEIGHT) TYPE A	LF	145	\$ 10.00	\$ 1,450.00
611-20.95	GROUT FOR ABANDONED SEWERS	CY	0	\$ 8,000.00	\$ 1,600.00
612-30.15	TRAFFIC CONTROL	LS	1	\$ 8,600.00	\$ 8,600.00
619.00.00	MOBILIZATION	LS	1	\$ 7,500.00	\$ 7,500.00
619-10.99	CONTRACTOR FURNISHED SURVEYING AND STAKING	LS	1	\$ 7,000.00	\$ 7,000.00
720-10.99	MODULAR BLOCK RETAINING WALL	SF	651	\$ 29.00	\$ 18,879.00
725-10.12	12" CORRUGATED GALVANIZED METAL PIPE	LF	39	\$ 80.00	\$ 3,120.00
725-10.30	30" CORRUGATED GALVANIZED METAL PIPE	LF	16	\$ 150.00	\$ 2,400.00
726-13.18	18" CLASS III REINFORCED CONCRETE PIPE CULVERT	LF	20	\$ 120.00	\$ 2,400.00
732-10.12	12" FLARED END SECTION (METAL)	EA	4	\$ 250.00	\$ 1,000.00
803-10.00	SODDING	SY	2761	\$ 6.50	\$ 17,946.50
806-70.00	SILT FENCE	LF	3695	\$ 2.00	\$ 7,390.00
621-20.11	PERMANENT WHITE PAVEMENT STRIPING, PAINT (24" WIDE)	LF	49	\$ 38.50	\$ 1,886.50
808-20.99	LANDSCAPING	LS	1	\$ 3,800.00	\$ 3,800.00
608-60.04	CONCRETE SIDEWALK (4" THICK)	SY	1991	\$ 38.00	\$ 75,650.40
608-60.07	CONCRETE SIDEWALK CURB RAMP (7" THICK)	SY	20	\$ 200.00	\$ 3,920.00
608-60.88	SIDEWALK BRIDGE	EA	2	\$ 2,000.00	\$ 4,000.00
608-60.89	INLET FLUME	EA	1	\$ 3,000.00	\$ 3,000.00
608-60.98	TRUNCATED DOMES FOR CURB RAMPS (NEW CONSTRUCTION)	SF	40	\$ 25.00	\$ 1,000.00

CONTRACT SUM:	\$ 348,542.30
---------------	---------------

IN WITNESS WHEREOF, the parties hereunto have hereunto set their hands and affixed their seals to execute this Agreement, this _____ day of _____, 2017.

CITY OF CREVE COEUR

By: _____
Mark C. Perkins, City Administrator

(SEAL)

By: _____
James H. Heines, Director of Public Works

Attest: _____
City Clerk

Date: _____

CONTRACTOR

By: _____
Signature

Printed Name

Title

(SEAL)

Attest: _____

Date: _____



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: February 8, 2017

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works

FROM: Rich Beran, P.E., Civil Engineer
Matt Wohlberg, P.E., City Engineer

SUBJECT: Recommendation of Award
Emerson Sidewalk Improvement Project

City staff has reviewed bids recently submitted for the Emerson Sidewalk Improvement 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 2015 through the Transportation Alternatives Program (TAP). 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

Emerson Road begins at Ladue Road and runs along the east side of Interstate 270 to its intersection with Old Ballas Road. It then continues until it reaches Olive Boulevard. The total length of Emerson Road is approximately 1.2 miles. The City owns and maintains only a portion of Emerson Road: generally from the southern entrance at DeSmet Jesuit High School to Olive Boulevard, measuring approximately 0.7 miles. MoDOT maintains the remainder of the street.

The project will focus on the section of Emerson from Ladue Road to Old Ballas Road and will construct new sidewalk where one does not currently exist. It will be made compliant by today's standards of the Americans with Disabilities Act (ADA). The more significant aspects of the project include:

1. Sidewalk. Accessibility improvements will be made along of Emerson Road, from Ladue Road to Old Ballas Road. These will include new curb ramps, new sidewalks, and new pedestrian crossings at existing driveways and side streets.
2. Landscaping. Additional trees will be planted in select locations along with some improvements to the existing landscaping along the right of way fence at Emerald Green Drive.

The project will result in significant pedestrian improvements to one of the City's streets that does not currently have one for much of its length.

Bid Advertisement

The Invitation for Bids for the Coeur de Ville project was posted on the Creve Coeur and MoDOT websites from December 2, 2016, through January 5, 2017. 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:

- December 2, 2016
- December 6, 2016
- December 8, 2016
- December 13, 2016
- December 27, 2016

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 Emerson Sidewalk project at the Creve Coeur Government Center at 10:00 a.m. on Thursday, January 5, 2017. A total of nine (9) bids were received, as detailed in the attached Bid Tabulation and as summarized below:

<u>Bidder</u>	<u>Total Bid Price</u>
1. Amcon Municipal Concrete.....	\$ 348,542.30
2. Spencer Contracting Company.	\$ 356,604.00
3. N. B. West Contracting.....	\$ 362,864.95
4. Byrne and Jones Construction	\$ 377,723.75
5. E. Meier Contracting.....	\$ 427,282.50
6. L.F. Krupp Construction.....	\$ 436,622.80
7. R.V. Wagner, Inc.	\$ 438,398.80
8. Gershenson Construction Company ...	\$ 447,031.35
9. Lamke Trenching and Excavating	\$ 450,522.00

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.

Evaluation of Bids and Bidders

City staff found that all of the nine (9) 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, Amcon Municipal Concrete (Amcon), is a Saint-Louis-based company that successfully completed the Ladue Sidewalk Improvement Project and the rehabilitation of South Graeser Road and Brooktrail Court for the City of Creve Coeur in 2013. In those projects, Amcon demonstrated their ability to complete technically challenging tasks, such as accessible curb ramps.

City staff finds that Amcon is well suited to successfully complete the Emerson Sidewalk Improvement Project. Staff typically seeks a bid from Amcon for the City's construction projects, because staff appreciates that Amcon can do the work well.

Project Cost Review and Financing

A construction cost of \$292,000 was estimated for the Emerson Sidewalk Project based on the concept plan for Emerson Road. This was also the estimate used for the TAP grant application.

During the design phase, a significant portion of the existing sidewalk along the frontage of DeSmet High School was found to be out of compliance with ADA requirements, to be located outside of existing easements, to be located such that connecting to it would be unnecessarily difficult, or some combination of these three issues. Due to these issues, staff believed it to be beneficial and practical to replace the entire length of the existing sidewalk. The additional

removals, grading, and materials associated with the increased sidewalk scope increased the cost estimate to \$325,362.

Staff's review of the bids has found that the unit prices were, on average, slightly higher than the estimated prices. The bid prices for asphalt, however, were consistently and significantly higher than what was estimated and account for approximately \$21,000 of the cost difference between the estimated project cost and the lowest bid.

Budget Adjustment. The Emerson Sidewalk project will be completed using capital improvement funds allocated in the FY2017 budget under account number 02-61-71-9510-15604. The funds allocated for the project are \$292,000, leaving a budget shortfall of \$56,542.30. Both the microsurfacing and roadway reconstruction projects finished below budget, and staff proposes to use the remaining funding in these accounts to balance the Emerson Sidewalk account. This funding transfer will need to be accomplished through a budget adjustment.

TAP Grant. The City was awarded a federal TAP grant that will reimburse up to \$233,600.00 of the construction costs, representing approximately 67% of the price bid by Amcon.

Recommendation

The recommendation consists of two parts:

1. Move \$30,000 from the Microsurfacing account (02-61-71-9510-17604) and \$30,000 from the Street Reconstruction account (02-61-71-9510-17709) into the Emerson Sidewalk account (02-61-71-9510-15604). The \$60,000 will bring the total of the Emerson account to \$352,000 and will allow for some contingency in the project.
2. Award the Emerson Sidewalk Improvement Project to Amcon Municipal Concrete, LLC. for the total price of \$ 348,542.30 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 Amcon will successfully complete the subject project.

Concurrence in Award. MoDOT has reviewed the recommendation by City staff to award the subject project to Amcon 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

EMERSON SIDEWALK IMPROVEMENT PROJECT TAP-5526(643)

City of Creve Coeur, Missouri

Bids opened: 10:00 a.m. Thursday, January 5, 2017

Item Number	Item	Unit	Contract Quantity	Engineer's Estimate		Amcon Municipal Concrete		Spencer Contracting Company	
				Unit Bid Price	Item Subtotal	Unit Bid Price	Item Subtotal	Unit Bid Price	Item Subtotal
201-20.10	CLEARING AND GRUBBING	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,924.00	\$ 8,924.00
202-20.10	REMOVAL OF IMPROVEMENTS	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 50,000.00	\$ 50,000.00	\$ 45,948.00	\$ 45,948.00
203-10.99	EARTHWORK	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 35,000.00	\$ 35,000.00	\$ 36,736.00	\$ 36,736.00
304-05.00	TYPE 5 AGGREGATE BASE (4" THICK)	SY	466	\$ 7.00	\$ 3,262.00	\$ 6.00	\$ 2,796.00	\$ 6.29	\$ 2,931.14
304-05.06	TYPE 5 AGGREGATE BASE (6" THICK)	SY	291	\$ 9.00	\$ 2,619.00	\$ 9.00	\$ 2,619.00	\$ 15.36	\$ 4,469.76
405-30.10	TYPE "C" BITUMINOUS CONCRETE (PAVEMENT)	TON	99	\$ 100.00	\$ 9,850.00	\$ 180.00	\$ 17,730.00	\$ 190.77	\$ 18,790.85
405-30.30	TYPE "X" BITUMINOUS CONCRETE (BASE)	TON	165	\$ 100.00	\$ 16,480.00	\$ 180.00	\$ 29,664.00	\$ 106.46	\$ 17,544.61
502-11.06	CONCRETE PAVEMENT (6" NON-REINFORCED)	SY	98	\$ 65.00	\$ 6,344.00	\$ 59.25	\$ 5,782.80	\$ 68.70	\$ 6,705.12
603-20.70	ADJUST WATER SERVICE VALVE BOX TO GRADE (2" OR GREATER)	EA	2	\$ 250.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 172.50	\$ 345.00
604-40.11	PIPE COLLAR, TYPE "A" (CONCRETE)	EA	1	\$ 500.00	\$ 500.00	\$ 1,250.00	\$ 1,250.00	\$ 430.00	\$ 430.00
607-99.01	REMOVAL AND RELOCATION OF MAILBOX	EA	7	\$ 500.00	\$ 3,500.00	\$ 150.00	\$ 1,050.00	\$ 230.00	\$ 1,610.00
608-50.06	PAVED APPROACH (6")	SY	265	\$ 75.00	\$ 19,890.00	\$ 59.25	\$ 15,713.10	\$ 80.14	\$ 21,253.13
609-10.10	CONCRETE CURB, TYPE "S"	LF	139	\$ 25.00	\$ 3,475.00	\$ 30.00	\$ 4,170.00	\$ 23.79	\$ 3,306.81
609-10.55	ROLLED CURB AND GUTTER	LF	49	\$ 50.00	\$ 2,450.00	\$ 25.00	\$ 1,225.00	\$ 27.72	\$ 1,358.28
609-20.21	MODOT INTEGRAL CURB (OVER 6 IN. HEIGHT) TYPE A	LF	145	\$ 35.00	\$ 5,075.00	\$ 10.00	\$ 1,450.00	\$ 10.88	\$ 1,577.60
611-20.95	GROUT FOR ABANDONED SEWERS	CY	0	\$ 1,000.00	\$ 200.00	\$ 8,000.00	\$ 1,600.00	\$ 4,025.00	\$ 805.00
612-30.15	TRAFFIC CONTROL	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 8,600.00	\$ 8,600.00	\$ 2,000.00	\$ 2,000.00
619.00.00	MOBILIZATION	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 7,500.00	\$ 7,500.00	\$ 28,447.00	\$ 28,447.00
619-10.99	CONTRACTOR FURNISHED SURVEYING AND STAKING	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 7,000.00	\$ 7,000.00	\$ 6,527.00	\$ 6,527.00
720-10.99	MODULAR BLOCK RETAINING WALL	SF	651	\$ 30.00	\$ 19,530.00	\$ 29.00	\$ 18,879.00	\$ 20.97	\$ 13,651.47
725-10.12	12" CORRUGATED GALVANIZED METAL PIPE	LF	39	\$ 60.00	\$ 2,340.00	\$ 80.00	\$ 3,120.00	\$ 42.14	\$ 1,643.46
725-10.30	30" CORRUGATED GALVANIZED METAL PIPE	LF	16	\$ 120.00	\$ 1,920.00	\$ 150.00	\$ 2,400.00	\$ 101.20	\$ 1,619.20
726-13.18	18" CLASS III REINFORCED CONCRETE PIPE CULVERT	LF	20	\$ 100.00	\$ 2,000.00	\$ 120.00	\$ 2,400.00	\$ 64.63	\$ 1,292.60
732-10.12	12" FLARED END SECTION (METAL)	EA	4	\$ 1,000.00	\$ 4,000.00	\$ 250.00	\$ 1,000.00	\$ 332.93	\$ 1,331.72
803-10.00	SODDING	SY	2,761	\$ 5.00	\$ 13,805.00	\$ 6.50	\$ 17,946.50	\$ 6.73	\$ 18,581.53
806-70.00	SILT FENCE	LF	3,695	\$ 4.00	\$ 14,780.00	\$ 2.00	\$ 7,390.00	\$ 2.55	\$ 9,422.25
621-20.11	PERMANENT WHITE PAVEMENT STRIPING, PAINT (24" WIDE)	LF	49	\$ 4.00	\$ 196.00	\$ 38.50	\$ 1,886.50	\$ 22.43	\$ 1,099.07
808-20.99	LANDSCAPING	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 3,800.00	\$ 3,800.00	\$ 3,500.00	\$ 3,500.00
608-60.04	CONCRETE SIDEWALK (4" THICK)	SY	1,991	\$ 45.00	\$ 89,586.00	\$ 38.00	\$ 75,650.40	\$ 43.00	\$ 85,604.40
608-60.07	CONCRETE SIDEWALK CURB RAMP (7" THICK)	SY	20	\$ 100.00	\$ 1,960.00	\$ 200.00	\$ 3,920.00	\$ 168.98	\$ 3,312.01
608-60.88	SIDEWALK BRIDGE	EA	2	\$ 1,500.00	\$ 3,000.00	\$ 2,000.00	\$ 4,000.00	\$ 1,721.00	\$ 3,442.00
608-60.89	INLET FLUME	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00	\$ 1,635.00	\$ 1,635.00
608-60.98	TRUNCATED DOMES FOR CURB RAMPS (NEW CONSTRUCTION)	SF	40	\$ 40.00	\$ 1,600.00	\$ 25.00	\$ 1,000.00	\$ 19.00	\$ 760.00

Total Bid:

Engineer's Estimate

\$ 325,362.00

Amcon Municipal Concrete

\$ 348,542.30

Spencer Contracting Company

\$ 356,604.00

Denotes discrepancy between price written in word and numbers. Price written in words shown.

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BID TABULATION

EMERSON SIDEWALK IMPROVEMENT PROJECT TAP-5526(643)

City of Creve Coeur, Missouri

Bids opened: 10:00 a.m. Thursday, January 5, 2017

Item Number	Item	Unit	Contract Quantity	N.B. West Contracting Company		Byrne and Jones Construction		E. Meier Contracting	
				Unit Bid Price	Item Subtotal	Unit Bid Price	Item Subtotal	Unit Bid Price	Item Subtotal
201-20.10	CLEARING AND GRUBBING	LS	1	\$ 18,200.00	\$ 18,200.00	\$ 12,000.00	\$ 12,000.00	\$ 15,000.00	\$ 15,000.00
202-20.10	REMOVAL OF IMPROVEMENTS	LS	1	\$ 25,456.00	\$ 25,456.00	\$ 40,000.00	\$ 40,000.00	\$ 20,000.00	\$ 20,000.00
203-10.99	EARTHWORK	LS	1	\$ 57,725.00	\$ 57,725.00	\$ 40,000.00	\$ 40,000.00	\$ 50,000.00	\$ 50,000.00
304-05.00	TYPE 5 AGGREGATE BASE (4" THICK)	SY	466	\$ 11.00	\$ 5,126.00	\$ 15.00	\$ 6,990.00	\$ 7.00	\$ 3,262.00
304-05.06	TYPE 5 AGGREGATE BASE (6" THICK)	SY	291	\$ 16.00	\$ 4,656.00	\$ 17.00	\$ 4,947.00	\$ 10.00	\$ 2,910.00
405-30.10	TYPE "C" BITUMINOUS CONCRETE (PAVEMENT)	TON	99	\$ 170.00	\$ 16,745.00	\$ 240.00	\$ 23,640.00	\$ 150.00	\$ 14,775.00
405-30.30	TYPE "X" BITUMINOUS CONCRETE (BASE)	TON	165	\$ 105.00	\$ 17,304.00	\$ 174.00	\$ 28,675.20	\$ 150.00	\$ 24,720.00
502-11.06	CONCRETE PAVEMENT (6" NON-REINFORCED)	SY	98	\$ 72.00	\$ 7,027.20	\$ 46.25	\$ 4,514.00	\$ 75.00	\$ 7,320.00
603-20.70	ADJUST WATER SERVICE VALVE BOX TO GRADE (2" OR GREATER)	EA	2	\$ 300.00	\$ 600.00	\$ 280.00	\$ 560.00	\$ 125.00	\$ 250.00
604-40.11	PIPE COLLAR, TYPE "A" (CONCRETE)	EA	1	\$ 400.00	\$ 400.00	\$ 1,650.00	\$ 1,650.00	\$ 350.00	\$ 350.00
607-99.01	REMOVAL AND RELOCATION OF MAILBOX	EA	7	\$ 150.00	\$ 1,050.00	\$ 100.00	\$ 700.00	\$ 250.00	\$ 1,750.00
608-50.06	PAVED APPROACH (6")	SY	265	\$ 62.00	\$ 16,442.40	\$ 78.50	\$ 20,818.20	\$ 65.00	\$ 17,238.00
609-10.10	CONCRETE CURB, TYPE "S"	LF	139	\$ 30.00	\$ 4,170.00	\$ 30.00	\$ 4,170.00	\$ 30.00	\$ 4,170.00
609-10.55	ROLLED CURB AND GUTTER	LF	49	\$ 30.00	\$ 1,470.00	\$ 41.50	\$ 2,033.50	\$ 30.00	\$ 1,470.00
609-20.21	MODOT INTEGRAL CURB (OVER 6 IN. HEIGHT) TYPE A	LF	145	\$ 36.00	\$ 5,220.00	\$ 15.50	\$ 2,247.50	\$ 20.00	\$ 2,900.00
611-20.95	GROUT FOR ABANDONED SEWERS	CY	0	\$ 3,000.00	\$ 600.00	\$ 1,000.00	\$ 200.00	\$ 700.00	\$ 140.00
612-30.15	TRAFFIC CONTROL	LS	1	\$ 3,200.00	\$ 3,200.00	\$ 10,000.00	\$ 10,000.00	\$ 30,000.00	\$ 30,000.00
619.00.00	MOBILIZATION	LS	1	\$ 17,863.00	\$ 17,863.00	\$ 15,000.00	\$ 15,000.00	\$ 30,000.00	\$ 30,000.00
619-10.99	CONTRACTOR FURNISHED SURVEYING AND STAKING	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 10,000.00	\$ 10,000.00	\$ 4,000.00	\$ 4,000.00
720-10.99	MODULAR BLOCK RETAINING WALL	SF	651	\$ 35.00	\$ 22,785.00	\$ 23.40	\$ 15,233.40	\$ 45.00	\$ 29,295.00
725-10.12	12" CORRUGATED GALVANIZED METAL PIPE	LF	39	\$ 45.00	\$ 1,755.00	\$ 40.75	\$ 1,589.25	\$ 30.00	\$ 1,170.00
725-10.30	30" CORRUGATED GALVANIZED METAL PIPE	LF	16	\$ 76.00	\$ 1,216.00	\$ 94.00	\$ 1,504.00	\$ 52.00	\$ 832.00
726-13.18	18" CLASS III REINFORCED CONCRETE PIPE CULVERT	LF	20	\$ 80.00	\$ 1,600.00	\$ 68.00	\$ 1,360.00	\$ 90.00	\$ 1,800.00
732-10.12	12" FLARED END SECTION (METAL)	EA	4	\$ 350.00	\$ 1,400.00	\$ 200.00	\$ 800.00	\$ 200.00	\$ 800.00
803-10.00	SODDING	SY	2,761	\$ 7.00	\$ 19,327.00	\$ 5.85	\$ 16,151.85	\$ 6.50	\$ 17,946.50
806-70.00	SILT FENCE	LF	3,695	\$ 0.01	\$ 36.95	\$ 3.15	\$ 11,639.25	\$ 3.00	\$ 11,085.00
621-20.11	PERMANENT WHITE PAVEMENT STRIPING, PAINT (24" WIDE)	LF	49	\$ 30.00	\$ 1,470.00	\$ 30.00	\$ 1,470.00	\$ 35.00	\$ 1,715.00
808-20.99	LANDSCAPING	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 3,350.00	\$ 3,350.00	\$ 4,600.00	\$ 4,600.00
608-60.04	CONCRETE SIDEWALK (4" THICK)	SY	1,991	\$ 48.00	\$ 95,558.40	\$ 44.50	\$ 88,590.60	\$ 60.00	\$ 119,448.00
608-60.07	CONCRETE SIDEWALK CURB RAMP (7" THICK)	SY	20	\$ 95.00	\$ 1,862.00	\$ 100.00	\$ 1,960.00	\$ 160.00	\$ 3,136.00
608-60.88	SIDEWALK BRIDGE	EA	2	\$ 1,800.00	\$ 3,600.00	\$ 1,400.00	\$ 2,800.00	\$ 1,500.00	\$ 3,000.00
608-60.89	INLET FLUME	EA	1	\$ 800.00	\$ 800.00	\$ 2,350.00	\$ 2,350.00	\$ 1,000.00	\$ 1,000.00
608-60.98	TRUNCATED DOMES FOR CURB RAMPS (NEW CONSTRUCTION)	SF	40	\$ 30.00	\$ 1,200.00	\$ 19.50	\$ 780.00	\$ 30.00	\$ 1,200.00

Total Bid:

N.B. West Contracting Company

\$ 362,864.95

Byrne and Jones Construction

\$ 377,723.75

E. Meier Contracting

\$ 427,282.50

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BID TABULATION

EMERSON SIDEWALK IMPROVEMENT PROJECT TAP-5526(643)

City of Creve Coeur, Missouri

Bids opened: 10:00 a.m. Thursday, January 5, 2017

Item Number	Item	Unit	Contract Quantity	L.F. Krupp Construction Inc.		R.V. Wagner Inc.		Gershenson Construction Company	
				Unit Bid Price	Item Subtotal	Unit Bid Price	Item Subtotal	Unit Bid Price	Item Subtotal
201-20.10	CLEARING AND GRUBBING	LS	1	\$ 9,000.00	\$ 9,000.00	\$ 23,000.00	\$ 23,000.00	\$ 6,450.00	\$ 6,450.00
202-20.10	REMOVAL OF IMPROVEMENTS	LS	1	\$ 35,000.00	\$ 35,000.00	\$ 45,000.00	\$ 45,000.00	\$ 67,000.00	\$ 67,000.00
203-10.99	EARTHWORK	LS	1	\$ 42,000.00	\$ 42,000.00	\$ 58,000.00	\$ 58,000.00	\$ 52,000.00	\$ 52,000.00
304-05.00	TYPE 5 AGGREGATE BASE (4" THICK)	SY	466	\$ 12.00	\$ 5,592.00	\$ 9.00	\$ 4,194.00	\$ 9.00	\$ 4,194.00
304-05.06	TYPE 5 AGGREGATE BASE (6" THICK)	SY	291	\$ 16.00	\$ 4,656.00	\$ 14.00	\$ 4,074.00	\$ 12.00	\$ 3,492.00
405-30.10	TYPE "C" BITUMINOUS CONCRETE (PAVEMENT)	TON	99	\$ 200.00	\$ 19,700.00	\$ 175.00	\$ 17,237.50	\$ 216.00	\$ 21,276.00
405-30.30	TYPE "X" BITUMINOUS CONCRETE (BASE)	TON	165	\$ 120.00	\$ 19,776.00	\$ 175.00	\$ 28,840.00	\$ 118.00	\$ 19,446.40
502-11.06	CONCRETE PAVEMENT (6" NON-REINFORCED)	SY	98	\$ 78.00	\$ 7,612.80	\$ 72.00	\$ 7,027.20	\$ 63.00	\$ 6,148.80
603-20.70	ADJUST WATER SERVICE VALVE BOX TO GRADE (2" OR GREATER)	EA	2	\$ 196.00	\$ 392.00	\$ 175.00	\$ 350.00	\$ 550.00	\$ 1,100.00
604-40.11	PIPE COLLAR, TYPE "A" (CONCRETE)	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 350.00	\$ 350.00	\$ 1,800.00	\$ 1,800.00
607-99.01	REMOVAL AND RELOCATION OF MAILBOX	EA	7	\$ 200.00	\$ 1,400.00	\$ 135.00	\$ 945.00	\$ 200.00	\$ 1,400.00
608-50.06	PAVED APPROACH (6")	SY	265	\$ 95.00	\$ 25,194.00	\$ 53.00	\$ 14,055.60	\$ 71.00	\$ 18,829.20
609-10.10	CONCRETE CURB, TYPE "S"	LF	139	\$ 45.00	\$ 6,255.00	\$ 22.00	\$ 3,058.00	\$ 30.00	\$ 4,170.00
609-10.55	ROLLED CURB AND GUTTER	LF	49	\$ 60.00	\$ 2,940.00	\$ 28.00	\$ 1,372.00	\$ 30.00	\$ 1,470.00
609-20.21	MODOT INTEGRAL CURB (OVER 6 IN. HEIGHT) TYPE A	LF	145	\$ 15.00	\$ 2,175.00	\$ 17.00	\$ 2,465.00	\$ 15.00	\$ 2,175.00
611-20.95	GROUT FOR ABANDONED SEWERS	CY	0	\$ 4,200.00	\$ 840.00	\$ 2,000.00	\$ 400.00	\$ 2,500.00	\$ 500.00
612-30.15	TRAFFIC CONTROL	LS	1	\$ 12,500.00	\$ 12,500.00	\$ 18,000.00	\$ 18,000.00	\$ 4,500.00	\$ 4,500.00
619.00.00	MOBILIZATION	LS	1	\$ 24,000.00	\$ 24,000.00	\$ 21,000.00	\$ 21,000.00	\$ 62,500.00	\$ 62,500.00
619-10.99	CONTRACTOR FURNISHED SURVEYING AND STAKING	LS	1	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 4,300.00	\$ 4,300.00
720-10.99	MODULAR BLOCK RETAINING WALL	SF	651	\$ 36.00	\$ 23,436.00	\$ 35.00	\$ 22,785.00	\$ 34.00	\$ 22,134.00
725-10.12	12" CORRUGATED GALVANIZED METAL PIPE	LF	39	\$ 72.00	\$ 2,808.00	\$ 31.00	\$ 1,209.00	\$ 80.00	\$ 3,120.00
725-10.30	30" CORRUGATED GALVANIZED METAL PIPE	LF	16	\$ 102.00	\$ 1,632.00	\$ 75.00	\$ 1,200.00	\$ 117.00	\$ 1,872.00
726-13.18	18" CLASS III REINFORCED CONCRETE PIPE CULVERT	LF	20	\$ 72.00	\$ 1,440.00	\$ 52.00	\$ 1,040.00	\$ 112.00	\$ 2,240.00
732-10.12	12" FLARED END SECTION (METAL)	EA	4	\$ 350.00	\$ 1,400.00	\$ 200.00	\$ 800.00	\$ 460.00	\$ 1,840.00
803-10.00	SODDING	SY	2,761	\$ 14.00	\$ 38,654.00	\$ 10.00	\$ 27,610.00	\$ 5.85	\$ 16,151.85
806-70.00	SILT FENCE	LF	3,695	\$ 4.00	\$ 14,780.00	\$ 2.50	\$ 9,237.50	\$ 1.50	\$ 5,542.50
621-20.11	PERMANENT WHITE PAVEMENT STRIPING, PAINT (24" WIDE)	LF	49	\$ 26.00	\$ 1,274.00	\$ 45.00	\$ 2,205.00	\$ 20.00	\$ 980.00
808-20.99	LANDSCAPING	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 5,500.00	\$ 5,500.00	\$ 3,350.00	\$ 3,350.00
608-60.04	CONCRETE SIDEWALK (4" THICK)	SY	1,991	\$ 45.00	\$ 89,586.00	\$ 50.00	\$ 99,540.00	\$ 47.00	\$ 93,567.60
608-60.07	CONCRETE SIDEWALK CURB RAMP (7" THICK)	SY	20	\$ 450.00	\$ 8,820.00	\$ 140.00	\$ 2,744.00	\$ 195.00	\$ 3,822.00
608-60.88	SIDEWALK BRIDGE	EA	2	\$ 4,700.00	\$ 9,400.00	\$ 1,500.00	\$ 3,000.00	\$ 2,400.00	\$ 4,800.00
608-60.89	INLET FLUME	EA	1	\$ 6,500.00	\$ 6,500.00	\$ 2,000.00	\$ 2,000.00	\$ 3,900.00	\$ 3,900.00
608-60.98	TRUNCATED DOMES FOR CURB RAMPS (NEW CONSTRUCTION)	SF	40	\$ 34.00	\$ 1,360.00	\$ 29.00	\$ 1,160.00	\$ 24.00	\$ 960.00

Total Bid:

L.F. Krupp Construction Inc.
\$ 436,622.80

R.V. Wagner Inc.
\$ 438,398.80

Gershenson Construction Company
\$ 447,031.35

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BID TABULATION

EMERSON SIDEWALK IMPROVEMENT PROJECT TAP-5526(643)

City of Creve Coeur, Missouri

Bids opened: 10:00 a.m. Thursday, January 5, 2017

Item Number	Item	Unit	Contract Quantity
201-20.10	CLEARING AND GRUBBING	LS	1
202-20.10	REMOVAL OF IMPROVEMENTS	LS	1
203-10.99	EARTHWORK	LS	1
304-05.00	TYPE 5 AGGREGATE BASE (4" THICK)	SY	466
304-05.06	TYPE 5 AGGREGATE BASE (6" THICK)	SY	291
405-30.10	TYPE "C" BITUMINOUS CONCRETE (PAVEMENT)	TON	99
405-30.30	TYPE "X" BITUMINOUS CONCRETE (BASE)	TON	165
502-11.06	CONCRETE PAVEMENT (6" NON-REINFORCED)	SY	98
603-20.70	ADJUST WATER SERVICE VALVE BOX TO GRADE (2" OR GREATER)	EA	2
604-40.11	PIPE COLLAR, TYPE "A" (CONCRETE)	EA	1
607-99.01	REMOVAL AND RELOCATION OF MAILBOX	EA	7
608-50.06	PAVED APPROACH (6")	SY	265
609-10.10	CONCRETE CURB, TYPE "S"	LF	139
609-10.55	ROLLED CURB AND GUTTER	LF	49
609-20.21	MODOT INTEGRAL CURB (OVER 6 IN. HEIGHT) TYPE A	LF	145
611-20.95	GROUT FOR ABANDONED SEWERS	CY	0
612-30.15	TRAFFIC CONTROL	LS	1
619.00.00	MOBILIZATION	LS	1
619-10.99	CONTRACTOR FURNISHED SURVEYING AND STAKING	LS	1
720-10.99	MODULAR BLOCK RETAINING WALL	SF	651
725-10.12	12" CORRUGATED GALVANIZED METAL PIPE	LF	39
725-10.30	30" CORRUGATED GALVANIZED METAL PIPE	LF	16
726-13.18	18" CLASS III REINFORCED CONCRETE PIPE CULVERT	LF	20
732-10.12	12" FLARED END SECTION (METAL)	EA	4
803-10.00	SODDING	SY	2,761
806-70.00	SILT FENCE	LF	3,695
621-20.11	PERMANENT WHITE PAVEMENT STRIPING, PAINT (24" WIDE)	LF	49
808-20.99	LANDSCAPING	LS	1
608-60.04	CONCRETE SIDEWALK (4" THICK)	SY	1,991
608-60.07	CONCRETE SIDEWALK CURB RAMP (7" THICK)	SY	20
608-60.88	SIDEWALK BRIDGE	EA	2
608-60.89	INLET FLUME	EA	1
608-60.98	TRUNCATED DOMES FOR CURB RAMPS (NEW CONSTRUCTION)	SF	40

Lamke Trenching and Excavating, Inc.	
Unit Bid Price	Item Subtotal
\$ 15,000.00	\$ 15,000.00
\$ 70,880.00	\$ 70,880.00
\$ 27,500.00	\$ 27,500.00
\$ 5.00	\$ 2,330.00
\$ 6.00	\$ 1,746.00
\$ 169.00	\$ 16,646.50
\$ 169.00	\$ 27,851.20
\$ 62.00	\$ 6,051.20
\$ 250.00	\$ 500.00
\$ 500.00	\$ 500.00
\$ 250.00	\$ 1,750.00
\$ 75.00	\$ 19,890.00
\$ 23.00	\$ 3,197.00
\$ 25.00	\$ 1,225.00
\$ 18.00	\$ 2,610.00
\$ 1,000.00	\$ 200.00
\$ 25,000.00	\$ 25,000.00
\$ 45,000.00	\$ 45,000.00
\$ 8,500.00	\$ 8,500.00
\$ 30.00	\$ 19,530.00
\$ 75.00	\$ 2,925.00
\$ 85.00	\$ 1,360.00
\$ 90.00	\$ 1,800.00
\$ 150.00	\$ 600.00
\$ 6.50	\$ 17,946.50
\$ 3.00	\$ 11,085.00
\$ 35.00	\$ 1,715.00
\$ 4,600.00	\$ 4,600.00
\$ 52.00	\$ 103,521.60
\$ 220.00	\$ 4,312.00
\$ 1,500.00	\$ 3,000.00
\$ 750.00	\$ 750.00
\$ 25.00	\$ 1,000.00

Total Bid:

Lamke Trenching and Excavating, Inc.	
\$	450,522.00

Denotes discrepancy between price written in word and numbers. Price written in words shown.

Denotes calculation error. Corrected value shown.



Richard Beran <rberan@crevecoeurmo.gov>

Concurrence in Award

1 message

Innovations <MoDOTSP@modot.mo.gov>

Wed, Jan 11, 2017 at 2:45 PM

To: Samuel.Niederhelm@modot.mo.gov, Mark.Sauerwein@modot.mo.gov, Vince.Kaimann@modot.mo.gov, Randall.Glaser@modot.mo.gov, Cynthia.Simmons@modot.mo.gov, Thomas.McCloskey@modot.mo.gov, Russell.Klein@modot.mo.gov, John.Brendel@modot.mo.gov, Beth.Bittick@modot.mo.gov, Gregory.Wilhelm@modot.mo.gov, rberan@crevecoeurmo.gov
Cc: 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



1/11/2017

City of Creve Coeur
Richard Beran

Re: Concurrence in Award
TAP-5526(643)
Sidewalk

Dear Richard Beran

The Missouri Department of Transportation (MoDOT) concurs with the recommendation to award this project to Amcon Municipal Concrete, with a low bid of \$348,542.30. 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](tel:(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

Meeting: 02/13/17 07:00 PM
Department: Public Works Department
Category: Resolution
Prepared By: Matt Wohlberg
Department Head: Jim Heines

SCHEDULED

RESOLUTION

Resolution No. 1267 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Execution of a Contract with Kelpo Contracting, Inc., for the Alden Lane Box Culvert Repair Project for the Not to Exceed Amount of \$156,872.70.

City staff recommends that the City Council authorize a contract with Kelpo Contracting, Inc., for a project to extend a box culvert that supports Alden Lane. This project became necessary after a part of the existing culvert began to fall into the creek. The resulting project will allow for Alden Lane to be widened to two lanes over this culvert and will provide an adequate guardrail. Three bid alternates were included with this bid. Staff recommends that the City pursue the bid alternate to resurface the pavement of the Alden Lane cul-de-sac that is adjacent to this culvert and is in poor condition.

RESOLUTION NO. 1267

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE EXECUTION OF A CONTRACT WITH KELPE CONTRACTING, INC., FOR THE ALDEN LANE BOX CULVERT REPAIR PROJECT FOR THE NOT TO EXCEED AMOUNT OF \$ 156,872.70.

WHEREAS, the City strives to maintain its facilities in a safe, efficient, and attractive state in order to maintain the quality of life expected by the community;

WHEREAS, the Stormwater Committee and City staff found that a failing culvert wingwall posed a threat to Alden Lane and recommended that repairs to this culvert be made as soon as practical;

WHEREAS, the proposed improvements will remove the failing wingwall, extend the culvert, widen Alden Lane above it, and resurface a portion of Alden Lane, improving the function and safety of the culvert and the street;

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

WHEREAS, Kelpe Contracting, Inc. submitted the lowest and best bid for the project and has a reputation for providing quality excavating and stream restoration services;

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

Section 1. The Contract between Kelpe Contracting, Inc. and the City, attached hereto as "Exhibit A," with a **not to exceed contract sum of \$ 156,872.70**, 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 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 13th day of February, 2017.

Barry Glantz
Mayor

Resolution

Meeting of February 13, 2017

Attest:

Deborah Ryan, MPCC
City Clerk

EXHIBIT A**CITY-CONTRACTOR AGREEMENT**

This is an Agreement made and entered into the ____ day of _____, 2017, by and between the City of Creve Coeur, Missouri (hereinafter called the "City") and, **Kelpe Contracting, Inc.**, with offices at 17955 Manchester Road, Wildwood, MO 63038 (hereinafter called the "Contractor"). The project is identified as the **Alden Lane Box Culvert Repair Project** (hereinafter called the "Work" or the "Project").

WITNESSETH:

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

ARTICLE I**The Contract Documents**

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

- 1) This City-Contractor Agreement
- 2) General Conditions of City-Contractor Agreement
- 3) Job Special Provisions
- 4) Technical Specifications
- 5) Construction Plans
- 6) Non-Collusion Affidavit
- 7) Contractor's Affidavit for Public Construction Projects
- 8) Construction Schedule
- 9) Missouri Annual Wage Order 23
- 10) Performance and Payment Bond
- 11) All Addenda to the Bid Documents and all Modifications issued after execution of this Contract
- 12) The latest version of the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)

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

ARTICLE II

Scope of Work

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

ARTICLE III

Time of Completion

- (a) All time limits stated in the Contract Documents are of the essence.
- (b) The Work to be performed under the Contract shall commence within **twenty (20) calendar days** of the date of the written Notice to Proceed as issued by the City, and the Work shall be completed **Ninety (90) consecutive calendar days** from and including the date of said written Notice to Proceed.

ARTICLE IV

The Contract Sum and Payments

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

The Contract Sum for this Work shall be one-hundred-and-fifty-six thousand, eight hundred, seventy-two dollars and seventy cents (\$156,872.70). The Contract unit prices and Contract item quantities are listed in Table 1 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 of this Agreement. 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 VI of this Agreement; and
- (3) Final payment shall be made within thirty (30) days after the Work is fully completed and accepted by the City and the Contract fully performed.

ARTICLE V

Performance of the Work

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

- (1) a Construction Schedule for the Work which shall indicate the target dates for starting and completing the various stages of the Work; and
- (2) A Traffic Control Plan indicating the location of all proposed signage, detours, and lane closures requested for the Work and which adequately address and maintain the pedestrian and vehicular traffic during the 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, as referenced in Article I of this Agreement.
- (3) Proof of compliance with all insurance requirements, acceptable to the City.
- (4) All required bonds.
- (5) Any missing bid documents.

(b) The Notice to Proceed shall be issued within fourteen (14) calendar days after the award of the contract or submittal to and approval by the City of the foregoing required documents,

whichever is later. Undue delay in submitting such required documents shall be grounds for termination of the contract by the City upon three (3) days advance written notice.

(c) 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, restoration, or cleanup as designated by the Director of Public Works.

(d) 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. Excessive delay, as determined by the Director of Public Works, may be grounds for termination of the City-Contractor Agreement, as discussed in Article VIII.

(e) 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 may constitute a cause for granting an extension of time, as determined and approved by the Director of Public Works.

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

ARTICLE VII

Changes in the Work

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

(b) 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 of the City-Contractor Agreement**

(a) If the Contractor is adjudged a bankrupt; or if the Contractor makes a general assignment for the benefit of creditors; or if a receiver is appointed on account of the Contractor's insolvency; or if the Contractor persistently or repeatedly fails, except in cases for which extension of time is provided, to make progress in accordance with the Construction Schedule; or if the Contractor fails to make prompt payment to Subcontractors or for material or labor, or persistently disregards laws, ordinances or the instructions of the City, or otherwise breaches any provision of the Contract, the City may, without prejudice to any other right or remedy, by giving written notice to the Contractor and his surety, terminate the Contract, take possession of the Work and of all materials and equipment thereon, and finish the Work by whatever method the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the value of the Work completed to date shall exceed the expenses of finishing the Work, including additional professional, managerial, and administrative expenses, such excess shall be paid to the Contractor. If such expenses shall exceed the unpaid balance of the value of the Work completed to date, the Contractor shall pay the difference to the City promptly upon demand.

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

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

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

ARTICLE 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 and other policies must cover the City as an additional primary insured. All policies must be endorsed to require at least thirty (30) days written advance notice to the City of any change or cancellation. Proof of compliance with these requirements shall be furnished to and approved by the City prior to the Contractor commencing the Work on this project. Certificates evidencing such insurance shall be furnished the City prior to Contractor commencing the work on this project.

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 services included in the Work. The scope of work generally includes installing an extension to the drainage culvert beneath Alden Lane. This work is more specifically described in the Project Specifications and the Construction Plans.

The Work shall be completed to the satisfaction of the Director of Public Works for the City of Creve Coeur. Work that is deemed to be deficient shall be removed and replaced at no additional cost to the City.

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

BASE BID					
Item Number	Item	Unit	Contract Quantity	Contract Unit Price	Item Subtotal
105800A	CONTRACTOR SURVEYING AND STAKING	LS	1	\$ 1,694.00	\$ 1,694.00
105810A	AS-BUILT SURVEY	LS	1	\$ 957.00	\$ 957.00
105900A	PROTECTION AND RESTORATION OF SITE	LS	1	\$ 3,375.00	\$ 3,375.00
201001A	CLEARING AND GRUBBING	LS	1	\$ 3,400.00	\$ 3,400.00
202201A	REMOVAL OF IMPROVEMENTS	LS	1	\$ 10,227.00	\$ 10,227.00
203010A	EXCAVATION CLASS "C"	CY	55	\$ 108.00	\$ 5,940.00
606101A	GUARDRAIL	LF	40	\$ 154.00	\$ 6,160.00
607400A	STEEL FENCE	LF	40	\$ 86.83	\$ 3,473.20
609105A	ROLLED CURB AND GUTTER (VARIOUS WIDTHS)	LF	145	\$ 30.00	\$ 4,350.00
609105A	HEAVY STONE REVETMENT	CY	35	\$ 85.20	\$ 2,982.00
609105A	TRAFFIC CONTROL	SY	1	\$ 2,779.00	\$ 2,779.00
609105A	FULL-DEPTH ASPHALT REPAIR/WIDENING	SY	40	\$ 77.30	\$ 3,092.00
609105A	MOBILIZATION	LS	1	\$ 6,640.00	\$ 6,640.00
609105A	SELECTED GRANULAR BACKFILL	CY	55	\$ 52.50	\$ 2,887.50
609105A	REINFORCED CONCRETE BOX CULVERT	CY	45	\$ 1,274.00	\$ 57,330.00
609105A	SODDING	SY	260	\$ 14.30	\$ 3,718.00
609105A	EROSION AND SEDIMENT CONTROL	LS	1	\$ 2,703.00	\$ 2,703.00

BID ALTERNATE #3 - ALDEN PAVEMENT REPAIRS					
Item Number	Item	Unit	Contract Quantity	Contract Unit Price	Item Subtotal
402001A	PAVEMENT MILLING	SY	720	\$ 10.00	\$ 7,200.00
405001A	TYPE "C" BITUMINOUS PAVEMENT	TON	85	\$ 123.00	\$ 10,455.00
407001	TACK COAT	GAL	80	\$ 7.00	\$ 560.00
502001A	CONCRETE PAVEMENT REMOVAL AND REPLACEMENT	SY	200	\$ 63.00	\$ 12,600.00
609105A	ROLLED CURB AND GUTTER (VARIOUS WIDTHS)	LF	75	\$ 58.00	\$ 4,350.00

CONTRACT SUM:	\$ 156,872.70
---------------	---------------

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

CITY OF CREVE COEUR

By _____
Mark C. Perkins, City Administrator

(SEAL)

By _____
James H. Heines, Director of Public Works

Attest: _____
City Clerk

Date: _____

KELPE CONTRACTING, INC.

By _____
Signature

Printed Name

(SEAL)

Title

Attest: _____

Date: _____



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: February 8, 2017

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works

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

SUBJECT: Recommendation of Award
Alden Lane Box Culvert Repair Project

The City has received competitive bids for a project to extend a box culvert for a stream that runs beneath Alden Lane, widen Alden Lane at this crossing, and make associated improvements to the stability and safety of the crossing. This project is in response to a failed wingwall that began to fall into the creek in 2015. City staff recommends entering into a contract with Kelpe Contracting, Inc. to complete the project.

Background

Alden Lane crosses a creek with a box culvert between #9 and #10 Alden. In 2015, one of the wingwalls on the north side of this culvert began to separate and fall toward the creek. Staff installed temporary bracing on culvert in late 2015 to help hold the wingwall in place. Staff was concerned that the outright failure of the wingwall would threaten the stability of Alden Lane and potentially cut off the four homes in the Alden Lane cul-de-sac.

Proposed Improvements

The City hired the engineering firm Reitz & Jens, Inc. to develop plans for the repair of the wingwall. During the preliminary reviews of the situation, it became evident that more improvements to the culvert were possible. The roadway crossing at the culvert was only wide enough for one vehicle at a time, and the existing, wooden guardrail was inadequate protection for vehicles or pedestrians crossing the culvert.

Reitz & Jens proposed to extend the culvert to the north so that Alden Lane could be expanded to accommodate two cars at once and so that a proper guardrail could be installed. This design was completed and cleared the necessary permitting with the Metropolitan St. Louis Sewer District (MSD) during the fall of 2016.

Staff added several bid alternates to the project so that decorative guardrail, alternative construction methods, and additional street work could be considered.

- **Bid Alternate #1: Decorative Guardrail.** The base bid includes a standard guardrail that is powder-coated black, similar to the guardrail along Conway Road near Mercy Hospital. A thin, black guardrail was proposed as a decorative alternative to a standard guardrail due to the residential setting of the project.

- Bid Alternate #2: Pre-Cast Concrete Culvert. The base bid includes a reinforced concrete culvert that is “cast in place,” meaning that forms will be built on site and the concrete will be poured into these to form the culvert. This bid alternate was for “pre-cast” culvert sections, meaning that the culvert would be constructed elsewhere and brought in on a truck to be installed. The advantage to the pre-cast option would be a potentially shorter project duration.
- Bid Alternate #3: Roadway Rehabilitation. The cul-de-sac of Alden Lane is aging composite pavement (i.e. concrete base with an asphalt overlay), and this pavement type begins at the culvert that will be extended. The culvert work, by itself, would result in several patches to the roadway where Alden Lane is widened and would leave the resurfacing of the street for a future project, presumably during the summer of 2017. Through this bid alternate, the roadway improvements are completed along with the culvert project.

Schedule

The design effort for this project began in the spring of 2016 following the temporary bracing of the failing wingwall and the recommendation by the Stormwater Committee that this project be included in the City’s capital improvement plan.

The contract allows for the project to take up to 90 days to complete. If the contract is awarded in February, the project should be finished by or before the end of May 2017.

Advertisement

The City advertised the Invitation for Bids for the subject project in *The Countian* on January 17, 19, 24, and 26, 2016, as well as on the City’s website. Invitations were also sent by fax to the contractors who have bid on the City’s recent similar construction projects.

Bid Results and Discussion

Bids for the subject project were publicly opened and read on Tuesday, February 7, 2017. A total of eight (8) bids were received for the project. These bids are summarized below:

Bidder	Total Base Bid
1. Kelpe Contracting, Inc.	\$ 121,707.70
2. R. V. Wagner, Inc.	\$ 132,805.00
3. Spencer Contracting Company.	\$ 138,265.10
4. Gershenson Construction Co., Inc.	\$ 148,605.00
5. N B West Contracting Company	\$ 152,362.00
6. L. Keeley Construction	\$ 157,815.75
7. Tramar Contracting, Inc.	\$ 162,680.00
8. Crafton Contracting Company	\$ 204,460.00

A copy of the bid results is attached, and these results show the three bid alternates in addition to the base bid. There were a few mathematical errors and one discrepancy found in the bids, but none of these impacted the order of the bids.

Bid Alternates. City staff has reviewed the bids for the three bid alternates and recommends that the City include Bid Alternate #3 into the project.

- Bid Alternate #1 (Decorative Guard Rail). The bids for the decorative guard rail are much higher than expected, and staff does not recommend including this work into the project due to the cost. The base bid includes black, powder-coated guardrail.

- Bid Alternate #2 (Pre-Cast Option). Staff did not find a cost advantage for using pre-cast concrete structures instead of casting them in place.
- Bid Alternate #3 (Roadway Improvements). Staff finds that the bids for the roadway work were reasonable, considering the relatively small amount of asphalt paving that would be required. Staff recommends that the culvert project include the roadway improvements due to the reasonable cost of the work and that it limits the impact to the residents in the cul-de-sac to one project rather than two.

Project Financing

This project will be completed using capital improvement funds. Funding in the amount of \$210,000 has been identified in the FY2017 budget in account #02-61-71-9509-16525 for Alden Lane Culvert Improvements. The current project fits within the budgeted amount.

Recommendation

Kelpe Contracting, the low bidder for the project, has not worked for the City of Creve Coeur in the recent past. City staff contacted staff from the City of Ellisville, Missouri, where Kelpe Contracting has recently completed roadway and park projects. Ellisville staff reported that Kelpe Contracting has completed their projects successfully and that they would recommend Kelpe Contracting for their future projects.

Due to their low bid for the work and their positive recommendation from the City of Ellisville, staff recommends awarding the contract to Kelpe Contracting, Inc.

Further, staff recommends that the project include the base bid (culvert repair) and bid alternate #3 (road improvements) in order to expedite the roadway resurfacing needed for the cul-de-sac of Alden Lane and to shorten the impact of the project on those who live there.

The recommendation is to award the Alden Lane Box Culvert Repair Project to the firm listed below for a total price of \$156,872.70.

Kelpe Contracting, Inc.
17955 Manchester Road
Wildwood, MO 63038
(636) 458-1400

Attachments: Bid Tabulation



BID TABULATION

ALDEN LANE CULVERT REPAIR PROJECT

City of Creve Coeur, Missouri

Bids opened: 10:00 a.m. Tuesday, February 7, 2017

BASE BID				KELPE CONTRACTING, INC.		R. V. WAGNER, INC.		SPENCER CONTRACTING COMPANY		GERSHENSON CONSTRUCTION CO., INC.		N B WEST CONTRACTING COMPANY	
Item Number	Item	Unit	Contract Quantity	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
105800A	CONTRACTOR SURVEYING AND STAKING	LS	1	\$ 1,694.00	\$ 1,694.00	\$ 1,150.00	\$ 1,150.00	\$ 2,300.00	\$ 2,300.00	\$ 3,200.00	\$ 3,200.00	\$ 1,500.00	\$ 1,500.00
105810A	AS-BUILT SURVEY	LS	1	\$ 957.00	\$ 957.00	\$ 550.00	\$ 550.00	\$ 2,875.00	\$ 2,875.00	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00
105900A	PROTECTION AND RESTORATION OF SITE	LS	1	\$ 3,375.00	\$ 3,375.00	\$ 1,750.00	\$ 1,750.00	\$ 4,232.00	\$ 4,232.00	\$ 5,250.00	\$ 5,250.00	\$ 2,600.00	\$ 2,600.00
201001A	CLEARING AND GRUBBING	LS	1	\$ 3,400.00	\$ 3,400.00	\$ 3,300.00	\$ 3,300.00	\$ 5,561.00	\$ 5,561.00	\$ 1,100.00	\$ 1,100.00	\$ 3,900.00	\$ 3,900.00
202201A	REMOVAL OF IMPROVEMENTS	LS	1	\$ 10,227.00	\$ 10,227.00	\$ 6,800.00	\$ 6,800.00	\$ 12,360.00	\$ 12,360.00	\$ 17,000.00	\$ 17,000.00	\$ 27,292.00	\$ 27,292.00
203010A	EXCAVATION CLASS "C"	CY	55	\$ 108.00	\$ 5,940.00	\$ 71.00	\$ 3,905.00	\$ 48.80	\$ 2,684.00	\$ 15.00	\$ 825.00	\$ 20.00	\$ 1,100.00
606101A	GUARDRAIL	LF	40	\$ 154.00	\$ 6,160.00	\$ 220.00	\$ 8,800.00	\$ 205.20	\$ 8,208.00	\$ 190.00	\$ 7,600.00	\$ 200.00	\$ 8,000.00
607400A	STEEL FENCE	LF	40	\$ 86.83	\$ 3,473.20	\$ 197.00	\$ 7,880.00	\$ 183.60	\$ 7,344.00	\$ 170.00	\$ 6,800.00	\$ 180.00	\$ 7,200.00
609105A	ROLLED CURB AND GUTTER (VARIOUS WIDTHS)	LF	145	\$ 30.00	\$ 4,350.00	\$ 29.00	\$ 4,205.00	\$ 36.81	\$ 5,337.45	\$ 46.00	\$ 6,670.00	\$ 26.00	\$ 3,770.00
611522A	HEAVY STONE REVETMENT	CY	35	\$ 85.20	\$ 2,982.00	\$ 111.00	\$ 3,885.00	\$ 122.75	\$ 4,296.25	\$ 85.00	\$ 2,975.00	\$ 90.00	\$ 3,150.00
612320A	TRAFFIC CONTROL	SY	1	\$ 2,779.00	\$ 2,779.00	\$ 2,150.00	\$ 2,150.00	\$ 575.00	\$ 575.00	\$ 2,650.00	\$ 2,650.00	\$ 600.00	\$ 600.00
613550A	FULL-DEPTH ASPHALT REPAIR/WIDENING	SY	40	\$ 77.30	\$ 3,092.00	\$ 155.00	\$ 6,200.00	\$ 117.53	\$ 4,701.20	\$ 115.00	\$ 4,600.00	\$ 200.00	\$ 8,000.00
619001A	MOBILIZATION	LS	1	\$ 6,640.00	\$ 6,640.00	\$ 11,000.00	\$ 11,000.00	\$ 31,500.00	\$ 31,500.00	\$ 20,250.00	\$ 20,250.00	\$ 6,500.00	\$ 6,500.00
206455A	SELECTED GRANULAR BACKFILL	CY	55	\$ 52.50	\$ 2,887.50	\$ 62.00	\$ 3,410.00	\$ 97.21	\$ 5,346.55	\$ 40.00	\$ 2,200.00	\$ 50.00	\$ 2,750.00
703001A	REINFORCED CONCRETE BOX CULVERT	CY	45	\$ 1,274.00	\$ 57,330.00	\$ 1,380.00	\$ 62,100.00	\$ 789.57	\$ 35,530.65	\$ 1,355.00	\$ 60,975.00	\$ 1,500.00	\$ 67,500.00
803001	SODDING	SY	260	\$ 14.30	\$ 3,718.00	\$ 17.00	\$ 4,420.00	\$ 18.40	\$ 4,784.00	\$ 13.50	\$ 3,510.00	\$ 25.00	\$ 6,500.00
806000A	EROSION AND SEDIMENT CONTROL	LS	1	\$ 2,703.00	\$ 2,703.00	\$ 1,300.00	\$ 1,300.00	\$ 630.00	\$ 630.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
TOTAL BASE BID					\$ 121,707.70		\$ 132,805.00		\$ 138,265.10		\$ 148,605.00		\$ 152,362.00

BID ALTERNATE #1: DECORATIVE GUARDRAIL				KELPE CONTRACTING, INC.		R. V. WAGNER, INC.		SPENCER CONTRACTING COMPANY		GERSHENSON CONSTRUCTION CO., INC.		N B WEST CONTRACTING COMPANY	
Item Number	Item	Unit	Contract Quantity	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
606199A	DECORATIVE GUARDRAIL	LF	40	\$ 550.00	\$ 22,000.00	\$ 700.00	\$ 28,000.00	\$ 650.00	\$ 26,000.00	\$ 600.00	\$ 24,000.00	\$ 660.00	\$ 26,400.00
TOTAL ALTERNATE #1					\$ 22,000.00		\$ 28,000.00		\$ 26,000.00		\$ 24,000.00		\$ 26,400.00

BID ALTERNATE #2: PRE-CAST CULVERT OPTION				KELPE CONTRACTING, INC.		R. V. WAGNER, INC.		SPENCER CONTRACTING COMPANY		GERSHENSON CONSTRUCTION CO., INC.		N B WEST CONTRACTING COMPANY	
Item Number	Item	Unit	Contract Quantity	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
733001A	PRECAST CONCRETE BOX CULVERT	CY	45	\$ -	\$ -	\$ 1,400.00	\$ 63,000.00	\$ 1,400.00	\$ 63,000.00	\$ 1,525.00	\$ 68,625.00	\$ 3,000.00	\$ 135,000.00
TOTAL ALTERNATE #2					\$ -		\$ 63,000.00		\$ 63,000.00		\$ 68,625.00		\$ 135,000.00

BID ALTERNATE #3: CUL-DE-SAC RESURFACING				KELPE CONTRACTING, INC.		R. V. WAGNER, INC.		SPENCER CONTRACTING COMPANY		GERSHENSON CONSTRUCTION CO., INC.		N B WEST CONTRACTING COMPANY	
Item Number	Item	Unit	Contract Quantity	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
402001A	PAVEMENT MILLING	SY	720	\$ 10.00	\$ 7,200.00	\$ 4.50	\$ 3,240.00	\$ 6.38	\$ 4,593.60	\$ 6.25	\$ 4,500.00	\$ 7.00	\$ 5,040.00
405001A	TYPE "C" BITUMINOUS PAVEMENT	TON	85	\$ 123.00	\$ 10,455.00	\$ 115.00	\$ 9,775.00	\$ 114.18	\$ 9,705.30	\$ 120.00	\$ 10,200.00	\$ 115.00	\$ 9,775.00
407001	TACK COAT	GAL	80	\$ 7.00	\$ 560.00	\$ 4.50	\$ 360.00	\$ 6.00	\$ 480.00	\$ 5.00	\$ 400.00	\$ 3.00	\$ 240.00
502001A	CONCRETE PAVEMENT REMOVAL AND REPLACEMENT	SY	200	\$ 63.00	\$ 12,600.00	\$ 67.00	\$ 13,400.00	\$ 85.00	\$ 17,000.00	\$ 88.00	\$ 17,600.00	\$ 90.00	\$ 18,000.00
609105A	ROLLED CURB AND GUTTER (VARIOUS WIDTHS)	LF	75	\$ 58.00	\$ 4,350.00	\$ 17.00	\$ 1,275.00	\$ 36.81	\$ 2,760.75	\$ 60.00	\$ 4,500.00	\$ 35.00	\$ 2,625.00
TOTAL ALTERNATE #3					\$ 35,165.00		\$ 28,050.00		\$ 34,539.65		\$ 37,200.00		\$ 35,680.00

- Calculation error - corrected value is shown.
- No bid for this item.
- Discrepancy between unit price in numbers and unit price in words.
Unit price in words governs and is shown.



BID TABULATION

ALDEN LANE CULVERT REPAIR PROJECT

City of Creve Coeur, Missouri

Bids opened: 10:00 a.m. Tuesday, February 7, 2017

BASE BID				L. KEELEY CONSTRUCTION		TRAMAR CONTRACTING, INC.		CRAFTON CONTRACTING COMPANY	
Item Number	Item	Unit	Contract Quantity	Unit Bid Price	Item Subtotal	Unit Bid Price	Item Subtotal	Unit Bid Price	Item Subtotal
105800A	CONTRACTOR SURVEYING AND STAKING	LS	1	\$ 1,150.00	\$ 1,150.00	\$ 2,700.00	\$ 2,700.00	\$ 6,200.00	\$ 6,200.00
105810A	AS-BUILT SURVEY	LS	1	\$ 1,725.00	\$ 1,725.00	\$ 750.00	\$ 750.00	\$ 3,500.00	\$ 3,500.00
105900A	PROTECTION AND RESTORATION OF SITE	LS	1	\$ 3,545.00	\$ 3,545.00	\$ 6,000.00	\$ 6,000.00	\$ 6,300.00	\$ 6,300.00
201001A	CLEARING AND GRUBBING	LS	1	\$ 2,825.00	\$ 2,825.00	\$ 4,000.00	\$ 4,000.00	\$ 7,800.00	\$ 7,800.00
202201A	REMOVAL OF IMPROVEMENTS	LS	1	\$ 10,275.00	\$ 10,275.00	\$ 15,000.00	\$ 15,000.00	\$ 9,500.00	\$ 9,500.00
203010A	EXCAVATION CLASS "C"	CY	55	\$ 101.25	\$ 5,568.75	\$ 75.00	\$ 4,125.00	\$ 125.00	\$ 6,875.00
606101A	GUARDRAIL	LF	40	\$ 218.50	\$ 8,740.00	\$ 210.00	\$ 8,400.00	\$ 350.00	\$ 14,000.00
607400A	STEEL FENCE	LF	40	\$ 195.50	\$ 7,820.00	\$ 187.00	\$ 7,480.00	\$ 326.00	\$ 13,040.00
609105A	ROLLED CURB AND GUTTER (VARIOUS WIDTHS)	LF	145	\$ 45.50	\$ 6,597.50	\$ 50.00	\$ 7,250.00	\$ 47.00	\$ 6,815.00
611522A	HEAVY STONE REVETMENT	CY	35	\$ 117.00	\$ 4,095.00	\$ 200.00	\$ 7,000.00	\$ 35.00	\$ 1,225.00
612320A	TRAFFIC CONTROL	SY	1	\$ 2,300.00	\$ 2,300.00	\$ 500.00	\$ 500.00	\$ 2,500.00	\$ 2,500.00
613550A	FULL-DEPTH ASPHALT REPAIR/WIDENING	SY	40	\$ 202.65	\$ 8,106.00	\$ 100.00	\$ 4,000.00	\$ 63.00	\$ 2,520.00
619001A	MOBILIZATION	LS	1	\$ 8,050.00	\$ 8,050.00	\$ 40,000.00	\$ 40,000.00	\$ 12,500.00	\$ 12,500.00
206455A	SELECTED GRANULAR BACKFILL	CY	55	\$ 34.50	\$ 1,897.50	\$ 80.00	\$ 4,400.00	\$ 40.00	\$ 2,200.00
703001A	REINFORCED CONCRETE BOX CULVERT	CY	45	\$ 1,780.00	\$ 80,100.00	\$ 975.00	\$ 43,875.00	\$ 2,177.00	\$ 97,965.00
803001	SODDING	SY	260	\$ 15.85	\$ 4,121.00	\$ 20.00	\$ 5,200.00	\$ 22.00	\$ 5,720.00
806000A	EROSION AND SEDIMENT CONTROL	LS	1	\$ 900.00	\$ 900.00	\$ 2,000.00	\$ 2,000.00	\$ 5,800.00	\$ 5,800.00
TOTAL BASE BID				\$ 157,815.75		\$ 162,680.00		\$ 204,460.00	

BID ALTERNATE #1: DECORATIVE GUARDRAIL				L. KEELEY CONSTRUCTION		TRAMAR CONTRACTING, INC.		CRAFTON CONTRACTING COMPANY	
Item Number	Item	Unit	Contract Quantity	Unit Bid Price	Item Subtotal	Unit Bid Price	Item Subtotal	Unit Bid Price	Item Subtotal
606199A	DECORATIVE GUARDRAIL	LF	40	\$ 690.00	\$ 27,600.00	\$ 1,000.00	\$ 40,000.00	\$ 475.00	\$ 19,000.00
TOTAL ALTERNATE #1				\$ 27,600.00		\$ 40,000.00		\$ 19,000.00	

BID ALTERNATE #2: PRE-CAST CULVERT OPTION				L. KEELEY CONSTRUCTION		TRAMAR CONTRACTING, INC.		CRAFTON CONTRACTING COMPANY	
Item Number	Item	Unit	Contract Quantity	Unit Bid Price	Item Subtotal	Unit Bid Price	Item Subtotal	Unit Bid Price	Item Subtotal
733001A	PRECAST CONCRETE BOX CULVERT	CY	45	\$ 1,800.00	\$ 81,000.00	\$ 975.00	\$ 43,875.00	\$ 2,177.00	\$ 97,965.00
TOTAL ALTERNATE #2				\$ 81,000.00		\$ 43,875.00		\$ 97,965.00	

BID ALTERNATE #3: CUL-DE-SAC RESURFACING				L. KEELEY CONSTRUCTION		TRAMAR CONTRACTING, INC.		CRAFTON CONTRACTING COMPANY	
Item Number	Item	Unit	Contract Quantity	Unit Bid Price	Item Subtotal	Unit Bid Price	Item Subtotal	Unit Bid Price	Item Subtotal
402001A	PAVEMENT MILLING	SY	720	\$ 7.95	\$ 5,724.00	\$ 8.00	\$ 5,760.00	\$ 9.50	\$ 6,840.00
405001A	TYPE "C" BITUMINOUS PAVEMENT	TON	85	\$ 113.70	\$ 9,664.50	\$ 173.00	\$ 14,705.00	\$ 275.00	\$ 23,375.00
407001	TACK COAT	GAL	80	\$ 7.20	\$ 576.00	\$ 5.00	\$ 400.00	\$ 12.00	\$ 960.00
502001A	CONCRETE PAVEMENT REMOVAL AND REPLACEMENT	SY	200	\$ 97.85	\$ 19,570.00	\$ 120.00	\$ 24,000.00	\$ 82.00	\$ 16,400.00
609105A	ROLLED CURB AND GUTTER (VARIOUS WIDTHS)	LF	75	\$ 43.70	\$ 3,277.50	\$ 60.00	\$ 4,500.00	\$ 42.00	\$ 3,150.00
TOTAL ALTERNATE #3				\$ 38,812.00		\$ 49,365.00		\$ 50,725.00	

	Calculation error - corrected value is shown.
	No bid for this item.
	Discrepancy between unit price in numbers and unit price in words.
	Unit price in words governs and is shown.



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

Meeting: 02/13/17 07:00 PM
Department: Public Works Department
Category: Resolution
Prepared By: Richard Beran
Department Head: Jim Heines

SCHEDULED

RESOLUTION

Resolution No. 1268 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Execution of the Necessary Documents for Submitting the Project Proposal Application and Later for Executing an Agreement for a Grant-In-Aid from the Federal Recreational Trails Program (Rtp) Grant Commission as a Rtp Application for the Malcolm Terrace Park Improvements Project.

City staff recommends pursuit of a federal grant-in-aid Recreational Trails Program grant of \$53,000 for Malcolm Terrace Park Improvements.

RESOLUTION NO. 1268

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE EXECUTION OF THE NECESSARY DOCUMENTS FOR SUBMITTING THE PROJECT PROPOSAL APPLICATION AND LATER FOR EXECUTING AN AGREEMENT FOR A GRANT-IN-AID FROM THE FEDERAL RECREATIONAL TRAILS PROGRAM (RTP) GRANT COMMISSION AS A RTP APPLICATION FOR THE MALCOLM TERRACE PARK IMPROVEMENTS PROJECT.

WHEREAS, the City Council deems it necessary and recognizes the need to preserve its existing park trails and paths to serve the citizens of Creve Coeur as well as those in the metropolitan area, and

WHEREAS, the City Council recognizes this Recreational Trails Program Grant as an excellent opportunity to improve the trails and accessibility at Malcolm Terrace Park.

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

1. Application shall be made under the RTP Grant for a grant-in-aid to assist with some of the costs to improve the parking lot and a portion of the trails at Malcolm Terrace Park
2. That the project proposal described herein be prepared and submitted to the RTP Grant Commission for reimbursement.
3. The the City Administrator is hereby authorized to sign and execute the necessary documents for forwarding the project proposal application for a grant-in-aid under the RTP Grant Commission
4. If a grant is awarded, the City of Creve Coeur will commit the necessary financial resources to operate and maintain the completed project in a safe and attractive manner for public access for its useful life.
4. If a grant is awarded, the City of Creve Coeur will enter into an agreement or contract with the Commission regarding said grant and comply with all rules and regulations of the Recreational Trails Program, applicable Executive Orders and all state laws that govern the grant applicant during the performance of the project.
5. If a grant is awarded, the City of Creve Coeur is prepared to complete the project within the time period identified on the signed project agreement.

Adopted this 13th day of February, 2017.

Barry Glantz
Mayor

Resolution

Meeting of February 13, 2017

Attest:

Deborah Ryan, MPCC
City Clerk



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: February 7, 2017
TO: Mark Perkins, City Administrator
CC: Jim Heines, Director of Public Works
FROM: Rich Beran, P.E., Civil Engineer
SUBJECT: Recommendation for Recreational Trails Grant Application
Malcolm Terrace Park Improvement Project

Staff recommends that the City pursue federal grant assistance through the Recreational Trails Program (RTP) administered by the Missouri Department of Natural Resources (MoDNR) for parking lot and trail improvements to Malcolm Terrace Park. A resolution from the City Council supporting the grant is a requirement of the grant application.

Grant Background

The Recreational Trails Program is overseen by the Federal Highway Administration and the MoDNR administers the grants within the state of Missouri. Eligible projects include constructing new trails, rehabilitation of existing trails, selected amenities related to them, and education projects to promote safety and environmental protection related to recreational trails. The maximum amount that can be awarded through the grant is \$150,000 and requires an 80% grant match from the sponsoring agency. The minimum award for the grant is \$25,000.

Project Scope

Staff investigated the trails at all of the parks within the City and found various levels of needs at each of them. However, due to the fact that this is the first experience with the RTP grants, staff suggests as relatively small project to gauge the benefits of the grant and to better prepare for future pursuits of the grant. Staff suggests making some improvements at Malcolm Terrace Park as the most beneficial at this time.

The proposed improvements to Malcolm Terrace Park involve an asphalt overlay of the existing parking lot, trail to the existing playground, and trail through the woods from the parking lot to Elzey Drive. Staff also proposes to install a new asphalt path/service entrance from Elzey Drive to the low water crossing at the creek.

More significant improvements to the park as well as other parks and trails within the City are envisioned for future applications should this application and corresponding implementation be successful. Staff expects construction would be completed in FY2021.

Project Costs

Staff recommends pursuit of a RTP grant for improvements to Malcolm Terrace Park.

The anticipated costs for the Malcolm Terrace Park Improvements Project include:

Project Stage	Total Cost	Grant Funding	City Funding
Parking Lot Rehabilitation	\$ 30,000	\$ 24,000	\$ 6,000
Existing Trail Overlay	\$ 14,500	\$ 11,600	\$ 2,900
New Trail/Service Access	\$ 8,500	\$ 6,800	\$ 1,700
Total	\$ 53,000	\$ 42,400	\$ 10,600

Minimal design costs are associated with the project and are expected to be provided by City staff.

Recommendation

Staff finds that the RTP grant program offers a substantial benefit to the City. Staff recommends pursuit of a RTP grant of \$53,000 for Malcolm Terrace Park Improvements, which would represent approximately 80% of the total cost of this project.

Attachments: Proposed Malcom Terrace Park Improvements Plan

Malcolm Terrace Park Improvements

St Paul St

Malcolm Terrace Park

Pavillion

- Trail Overlay
- Parking Lot Overlay
- New Trail/Service Access

Deer Creek

Low-Water Crossing



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

Meeting: 02/13/17 07:00 PM
Department: Police Department
Category: Resolution
Prepared By: Pam Manning
Department Head: Glenn Eidman

SCHEDULED

RESOLUTION

Resolution No. 1269 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Creve Coeur Police Department to Participate in the Missouri Highway Safety Program

This resolution is an opportunity to apply for five Police Traffic Services Grants in the amount of \$83,800.

Resolution

Meeting of February 13, 2017

RESOLUTION NO. 1269

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE CREVE COEUR POLICE DEPARTMENT TO PARTICIPATE IN THE MISSOURI HIGHWAY SAFETY PROGRAM

WHEREAS, the Police Department has participated in a variety of grant programs since 1989; and

WHEREAS, the Police Department has conducted DWI Sobriety Checkpoint Operations, DWI BAT Van Operation, DWI Saturation Patrol Enforcement, Speed and Hazardous Moving Violation Enforcement and Occupant Protection Enforcement; and

WHEREAS, there is an opportunity to apply for five Police Traffic Services Grants in the amount of \$83,800 for overtime and salary; and

WHEREAS, the Chief of Police will continue to investigate any and all opportunities for financial assistance available under the Missouri Highway Safety Program for Traffic Enforcement and report back to the City Council his recommendations; and

WHEREAS, the City Council agrees to make a dedicated attempt to continue support for this traffic safety effort;

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

Section 1: The City Administrator and his designated representatives are hereby authorized to apply for grants in an amount up to \$83,800, regarding the Missouri Highway Safety Program and upon award, enter into an agreement with the Missouri Department of Transportation regarding such grants. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the agreement.

Section 2: This Resolution shall take effect upon approval.

Adopted this 13th day of February, 2017.

Barry Glantz, Mayor

Attest:

Deborah Ryan, MPCC
City Clerk



CREVE COEUR POLICE DEPARTMENT INTEROFFICE MEMO

DATE: 01/25/2016

TO: My Chain of Command

FROM: Lt. J. Hartman

SUBJECT: MoDOT Grant Application 2017-2018

Sir,

Application for grant funding for overtime and salary reimbursement through MoDOT is due March 1, 2017. These grants specifically reimburse the department for overtime related to traffic enforcement as well as partial reimbursement of “salary and fringe” for a “DWI officer.”

Detailed below is a breakdown of our request for MoDOT’s Fiscal Year (FY) 2018 compared to what we were awarded for MoDOT’s FY 2017. It should be noted that MoDOT’s FY begins October 1 and ends September 30.

Grant Description	FY 2017 (Awarded)	FY 2018 (Requesting)
Speed/HMV	\$10,000	\$5,000
Click-it-or-Ticket	\$8,000	\$5,000
YDYDYL	\$6,500	\$5,000
Checkpoint	\$13,000	\$10,000
DWI Officer	\$56,000	\$58,800
Totals	Awarded: \$93,500	Requesting: \$83.800

The amount we are requesting for FY 2018 was determined by examining the trend in the amount of grant overtime officers have used during FY 2016, what we are projected to

use during FY 2017, and polling overtime eligible patrol officers on the amount of grant overtime they believe they will use in the future.

It should be noted that \$5000 is approximately equal to officers working a total of eight hours of overtime per month during the FY. That is not eight hours per officer, but rather eight hours total across the entire department per month. It should also be noted that the poll results indicated that officers were willing to work much more than eight hours a month. More weight was given to the trend in grant overtime usage than the poll results.

MoDOT requests the Council Authorization Forms be signed and submitted with the grant applications by March 1 if possible.

Respectfully,

A handwritten signature in black ink, appearing to read "Lt. J. Hartman".

Lt. J. Hartman

Attachments:

Resolution [Draft]

Application for Speed/HMV Grant [Draft]

Application for Click-it-or-Ticket Grant [Draft]

Application for You Drink You Drive You Lose Grant [Draft]

Application for Sobriety Checkpoint/BAT Van Grant [Draft]

Application for DWI Officer Grant [Draft]

City Council Authorization Forms (5)



Traffic and Highway Safety Division
 P.O. Box 270
 Jefferson City, MO 65102
 1-800-800-2358 or 573-751-4161

CITY COUNCIL AUTHORIZATION

On _____, 20__ the Council of _____
 _____ held a meeting and discussed the City's participation
 in Missouri's Highway Safety Program.

It is agreed by the Council that the City of _____
 will participate in Missouri's Highway Safety Program.

It is further agreed by the Council that the Chief of Police will investigate the
 financial assistance available under the Missouri Highway Safety Program for
 Traffic Enforcement and report back to the Council his/her recommendations.
 When funding through the Highway Safety Division is no longer available, the
 local government entity agrees to make a dedicated attempt to continue support
 for this traffic safety effort.

 Council Member

 Council Member

 Council Member

 Council Member

 Council Member

 Council Member

 Council Member

 Council Member

 Mayor



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

Meeting: 02/13/17 07:00 PM
Department: Finance Department
Category: Resolution
Prepared By: Sherry Hall
Department Head: Dan Smith

SCHEDULED

RESOLUTION

Resolution No. 1270 - a Resolution to Adopt a Capital Asset Policy for the City of Creve Coeur

A Resolution to adopt a Capital Asset Policy for the City of Creve Coeur.

RESOLUTION NO. 1270**A RESOLUTION TO ADOPT A CAPITAL ASSET POLICY FOR THE
CITY OF CREVE COEUR**

WHEREAS, A CAPITAL ASSET POLICY WILL ASSIST THE CITY IN PROPERLY IDENTIFYING AND CAPITALIZING CITY ASSETS IN ACCORDANCE WITH GENERALLY ACCEPTED ACCOUNTING STANDARDS; AND,

WHEREAS, A CAPITAL ASSET POLICY WILL ASSIST THE CITY IN TRACKING AND MAINTAINING CONTROL OF ITS ASSETS; AND,

WHEREAS, THE CITY AUDITORS, SCHOWALTER AND JABOURI, HAVE RECOMMENDED ADOPTION OF SUCH A POLICY.

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

SECTION 1: THE CITY COUNCIL HEREBY ADOPTS THE ATTACHED CAPITAL ASSET POLICY WHICH IS ATTACHED HERETO AND INCORPORATED AS A PART OF THIS RESOLUTION AS EXHIBIT A.

SECTION 2: THIS RESOLUTION SHALL TAKE EFFECT IMMEDIATELY UPON ITS ADOPTION.

ADOPTED THIS 13TH DAY OF FEBRUARY, 2017.

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN
CITY CLERK

RESOLUTION NO. _____

**A RESOLUTION TO ADOPT A CAPITAL ASSET POLICY FOR THE
CITY OF CREVE COEUR**

WHEREAS, A CAPITAL ASSET POLICY WILL ASSIST THE CITY IN PROPERLY IDENTIFYING AND CAPITALIZING CITY ASSETS IN ACCORDANCE WITH GENERALLY ACCEPTED ACCOUNTING STANDARDS; AND,

WHEREAS, A CAPITAL ASSET POLICY WILL ASSIST THE CITY IN TRACKING AND MAINTAINING CONTROL OF ITS ASSETS; AND,

WHEREAS, THE CITY AUDITORS, SCHOWALTER AND JABOURI, HAVE RECOMMENDED ADOPTION OF SUCH A POLICY.

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SECTION 1: THE CITY COUNCIL HEREBY ADOPTS THE ATTACHED CAPITAL ASSET POLICY WHICH IS ATTACHED HERETO AND INCORPORATED AS A PART OF THIS RESOLUTION AS EXHIBIT A.

SECTION 2: THIS RESOLUTION SHALL TAKE EFFECT IMMEDIATELY UPON ITS ADOPTION.

ADOPTED THIS 13TH DAY OF FEBRUARY, 2017.

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN
CITY CLERK



MEMORANDUM

DATE: February 9, 2017

TO: Mark Perkins, City Administrator

FROM: Daniel Smith, Director of Finance

SUBJECT: Capital Asset Policy

Attached is a proposed Capital Asset Policy for the City of Creve Coeur. This policy establishes uniform guidelines for the,

1. Collection of information to properly capitalize the cost of assets, and
2. Provides for a consistent and accurate capitalization of all assets held by the City in compliance with generally accepted accounting standards and government regulations.

It provides a threshold for capitalizing assets and a useful life schedule over which assets are depreciated. In addition, it provides for asset accountability to assist the city in tracking and maintaining control of its assets.

Adoption of this policy was recommended by the city's auditors as part of the last audit. Staff recommends adoption of this policy.

He would be pleased to respond to any questions.

Appendix A

Class	Description	Category	Life	Depr
1	Printers	Computer equipment	3.0	SL
2	Personal Computers	Computer equipment	3.0	SL
3	Laptop Computers	Computer equipment	3.0	SL
15	Vehicles	Vehicle	5.0	SL
16	Vehicles Police	Vehicle	3.0	SL
17	Vehicles Streets	Vehicle	5.0	SL
18	Vehicles Parks	Vehicle	5.0	SL
19	Vehicles Health & Environment	Vehicle	5.0	SL
22	Telephone System	Communications	8.0	SL
28	Exercise Equipment	Furniture	8.0	SL
29	Unlimited Power Source (UPS)	Computer equipment	8.0	SL
34	Software	Computer equipment	8.0	SL
35	Copier	Office Equipment	8.0	SL
37	Network Hubs	Computer equipment	8.0	SL
38	Servers	Computer equipment	8.0	SL
40	Radar Units	Police Equipment	8.0	SL
42	Intoximeters	Police Equipment	5.0	SL
47	Handguns	Police Equipment	8.0	SL
54	Rifle/Shotgun	Police Equipment	8.0	SL
61	Motorcycle Police	Vehicle	10.0	SL
62	Mowers	Bldgs/grounds equipment	8.0	SL
63	Trimmers/Pruners/Blowers	Bldgs/grounds equipment	8.0	SL
64	Tractor	Bldgs/grounds equipment	8.0	SL
65	Insecticide Sprayer	Bldgs/grounds equipment	8.0	SL
66	Water Pump/Tank	Bldgs/grounds equipment	8.0	SL
71	Snow Removal	Equipment	8.0	SL
72	Misc. Office Equipment	Office Equipment	8.0	SL
73	Misc. Computer Equipment	Computer equipment	8.0	SL
74	Misc. Equipment	Equipment	8.0	SL
75	Misc. Police Equipment	Police Equipment	8.0	SL
76	Misc. Furniture	Furniture	8.0	SL
77	Leaf Vacuum/Chipper	Bldgs/grounds equipment	8.0	SL
91	Buildings	Bldg/Land	40.0	SL
92	Building Improvement	Bldg/Land	40.0	SL
93	Land	Bldg/Land		SL
94	Land Improvements	Bldg/Land		SL

Class	Description	Category	Life	Depr
95	Playground Equipment	Equipment	15.0	SL
96	Parks Equipment	Equipment	15.0	SL
BIMP	Municipal Enterprise Bldg 1	Bldg/Land	40.0	SL
BLDG	Municipal Enterprise Bldg 1	Bldg/Land	40.0	SL
GLFC	Golf Carts	Equipment	3.0	SL
GRC	Grounds Care Muni Enterprise	Bldgs/grounds equipment	8.0	SL
LAND	Municipal Enterprise Land	Bldg/Land		SL
LIMP	Municipal Enterprise Land 1	Bldg/Land		SL
MICE	Misc. Computer Equipment	Computer equipment	8.0	SL
MICR	Microwave Oven Muni Enterprise	Furniture	8.0	SL
MISC	Misc. Office Equipment	Office Equipment	8.0	SL
MISE	Miscellaneous Equipment-Muni	Equipment	8.0	SL
PC	Personal Computer Muni Ent.	Computer equipment	6.0	SL
PRT	Printer Muni Enterprise	Computer equipment	3.0	SL
SNB	Snack Bar Equipment Muni Ent	Equipment	8.0	SL
VEH	Vehicle Muni Enterprise	Vehicle	5.0	SL

INFRASTRUCTURE

Streets/Sidewalks	20.0	SL
Asphalt	20.0	SL
Concrete	30.0	SL
Composite	30.0	SL
Bridges	30.0	SL

CAPITAL ASSET POLICY

POLICY OVERVIEW

The City of Creve Coeur (City) has established a Capital Asset Policy in order to safeguard its investment in capital assets and to be able to demonstrate accountability to its various constituencies: citizens, oversight bodies, creditors, and regulators. All public information pertaining to capital assets will be made available in the annual audited financial report

The City's Finance Department is responsible for establishing an accounting and internal control structure designed to maintain a complete and accurate accounting for capital assets with significant value. Adequate accounting procedures and records of capital assets or fixed assets are essential for effective asset management and control. The internal control structure is designed to provide reasonable, but not absolute, assurances that these objectives are attained.

PURPOSE

This policy establishes uniform guidelines to provide for:

1. The collection of information necessary to properly capitalize the cost of assets; and
2. To provide for consistent and accurate capitalization of all assets held by the City in compliance with all generally accepted accounting standards and government regulations.

SCOPE

This policy and related procedures are applicable to all City departments, divisions and programs regardless of the source of funds. If expenses are to be charged to a sponsored program, grant, or contract, the terms of the sponsored program, grant, or contract will take precedence if they are more restrictive than the City policy.

CAPITALIZATION POLICY

All assets acquired by the City that have a useful life of more than one year, are of a tangible nature and have a value of \$5,000 or greater shall be recorded as a distinct asset for the purposes of reporting asset values. The Enterprise Fund capitalization threshold is \$750.00. The costs for improvements to current assets are to be added to the cost of the existing asset where practical. In certain cases improvements may be identified to be a unique asset. The costs of normal maintenance and repairs that do not add to the value of the asset, or materially extend asset lives, are not capitalized.

Certain assets valued at less than \$5,000 in the General Fund and \$750 in the Enterprise Fund are considered fixed assets if they form an integral and essential part of another piece of equipment or structure considered to be a fixed asset or are part of a capital project.

Assets below those thresholds but considered significant enough to warrant the monitoring of their condition, location, availability and usage will be tracked by the department head or designated steward. The value of such assets shall additionally be tracked. Such items include, but are not limited to, computers, printers, minor furnishings, firearms, and general office equipment.

DEFINITIONS

Betterment is an addition made to, or modification of an existing capital asset, which is expected to prolong its useful life or to increase its efficiency over and above that arising from maintenance. The cost of a betterment should be added to the capital asset record as a separate item. Betterments should have a cost of \$5,000 or greater to be included as a capital asset.

Capitalize is to record the cost of property as an asset subject to depreciation over its estimated useful life, rather than as an expense of one period.

Depreciation is a method for allocating the cost of buildings and equipment over their useful lives. Generally accepted accounting principles dictate that the value of capital assets must be written off as an expense over the life of the asset as an indirect cost.

Fixed Asset is an item that is tangible and permanent in nature, has a useful life of at least one year, is held for purposes other than investment or trade, and has a value of \$5,000 or more. The Enterprise Fund policy is a value of \$750 or greater. The six types of fixed assets are:

1. *Land* – includes land itself, both under buildings and open space, and improvements that grade, contour and shape it. Land will be carried on the Fixed Asset Schedule at acquired cost, or if donated, at assessed or fair market value. All costs for legal services incidental to the acquisition and other charges incurred in preparing the land for use shall be included in the cost. Land and land improvements are not depreciated.
2. *Construction in progress* – assets under construction that are recognized as a capital asset. This classification is primarily used in conjunction with Capital Projects. Capital Project costs are accumulated until completion of the project when costs are transferred to the appropriate fixed asset account.
3. *Buildings* – a structure that is permanently attached to the land, has a roof, is partially or completely enclosed by walls, and is not intended to be transportable or moveable. All structures designated and erected to house equipment are included. All buildings will be valued at purchase price or construction cost. Cost should include all charges applicable to the building acquisition including fees for brokers, appraisers, engineering consultants, legal services, and architects.
4. *Improvements* – building improvements are capital assets that materially extend the useful life of a building or increase the value of a building, or both. Building improvements are permanently attached fixtures or machinery that cannot be removed without impairing the use of the building.

Building improvements include systems, services and fixtures within the buildings, and structural attachments such as porches, patios, canopies, garages, stairs, fire escapes, lighting fixtures, flag poles, and all other such items such as storage tanks that serve the building. Permanent fixtures that function as an integral part of the structure are included such as plumbing systems, lighting systems, heating, cooling, ventilating and air handling systems, alarm systems, sound systems, telephone and data systems, surveillance systems, passenger and freight elevators, emergency power generators, built-in cabinets, walk-in coolers and freezers, fixed shelving, and other fixed equipment are included, if owned. Communication antennas and/or towers are not included as buildings. These are parts of the equipment units that they serve.

5. *Infrastructure* – assets that are long lived, can be preserved for a significant number of years and are normally stationary in nature. Examples include roads, road signage, traffic lights, street lights, alleys, sidewalks, bridges, tunnels, boat ramps, marinas, trails, man-made lakes, drainage systems, culverts, reservoirs, and berms. Infrastructure assets do not include buildings, drives, parking lots or any other examples given above that are incidental to property or access to the property above. Infrastructure assets will be capitalized and depreciated.
6. *Vehicles and Equipment* – includes fixed or movable personal property to be used for operations having a life expectancy of one or more years. Installation costs should be included in the capitalization amounts. Equipment includes office mechanical equipment, data processing equipment, office furniture, appliances, furnishings, machinery items, tools, maintenance equipment, earth moving equipment, and boats. Trailers, self-propelled roadway equipment (graders, loaders), mounted equipment with truck chassis (aerial platforms), and mobile heavy equipment are included. Software is categorized as equipment. All supplies are excluded. All vehicles titled and/or registered with the Missouri Department of Revenue will be considered fixed assets regardless of cost.

Expensed assets are assets that are not capitalized (General Fund items less than \$5,000 and Enterprise Fund items less than \$750) and are considered expenses in the year of acquisition.

Useful life is the period of time over which an asset is useful to the City in performing the function for which it was acquired.

RESPONSIBILITIES AND AUTHORITY

The Finance Department shall be responsible for maintaining and controlling the capital asset accounting system according to generally accepted accounting principles. The Finance Department is responsible for ensuring that the capital asset report is updated annually to reflect additions, deletions and transfers and to reflect the new, annual capital asset balance for financial purposes and the annual accumulated depreciation calculations.

It is the responsibility of each Department Head to act as, or to designate a steward for, each capital asset. The Department Head or designated steward shall be responsible for providing information about the availability, location, condition, and usage of the asset.

PERIODIC INVENTORIES

A physical inventory of all capital assets exceeding \$5,000 for the General Fund and \$750 for the Enterprise Fund will be conducted by the Finance Department periodically (at least every 2 years). Department Heads will be accountable for the capital asset non-capitalized inventory charged to their departments by verifying a list of their capital assets.

ASSET ACCOUNTABILITY

Regardless of the method of acquisition, each department shall report acquisition of any capital item to the Finance Department in the manner prescribed by the Finance Department. Property shall not be transferred, sold or otherwise disposed of without providing notification to the Finance Department. All disposals must be pre-approved by the City Administrator prior to disposal. Stolen and lost property shall be reported in the same manner.

CAPITAL ASSET VALUATION

For valuation purposes, capital assets fall into five categories based upon how they were acquired.

1. Purchased Assets - The value of the asset must include the purchase price, shipping, handling, in-transit insurance, installation costs including site preparation, value received from trade-in, and any other direct expenses incurred by the City in obtaining the asset.
2. Donated Assets – The value recorded by the City for a donated asset is the fair market value of the asset when it is given. Determination of the fair market value of the asset may use appraisal price, the selling price of an equivalent item and/or information provided by the donor, typically on IRS Form 8283. The costs of transportation and installation paid by the donor should be included when valuing a donated asset.

In some cases, the City receives title to an asset that was purchased with outside agency funds and whose title was held by the funding agency. When title is transferred, the City receives a gift-in-kind for the fair market value of the item on the date it transferred, not for the original acquisition amount. To facilitate proper stewardship and to meet IRS requirements, all gifts of capital assets must be added to the capital assets inventory.

3. Leased Assets – These are assets acquired under a capital lease, which is defined as an installment payment agreement used to acquire capital assets. The lease may contain a “purchase option” that permits the City to acquire the asset at its fair market value at the end of the lease period. Leased assets are not considered capital assets until the “purchase option” is exercised. The leased asset would then be recorded at the fair market value.
4. Fabricated Equipment – The value of fabricated equipment (equipment built on site, not purchased in final form) is determined by the total of the costs associated with the construction of the asset. These include both invoiced charges for purchased parts, materials, shipping, and reasonable internal charges for labor involved in assembly.
5. Constructed Buildings and Improvements/Renovations – The value of a constructed building includes the total amount paid for acquiring or improving the asset. This includes not only labor, shipping and materials, but also the costs of landscaping related to the building and of utilities used for construction, as well as architectural and design fees, building permits, inspections, filings, and other legal costs.

All City owned facilities that are permanent structures must be recorded as fixed assets. Any alteration or renovation of an existing facility must be recorded as a capital asset if it:

- a. Adds usable square footage of facility space, regardless of cost: or
- b. Extends the facility’s useful life and meets minimum cost standards.

ASSET DEPRECIATION

With the exception of land and construction in progress, all capitalized assets shall be depreciated using the strait-line method over the useful life of the asset. The calculation of depreciation should be based on historical or capitalized costs. Salvage value should generally not be utilized in calculating depreciation unless the salvage value is specifically known.

Appendix “A” attached provides a Capital Asset Average Lives Table (Useful Lives Table) to be used as a guide for determining an assets useful life in the absence of a useful life as recommended by the department head.

CAPITAL ASSET DISPOSAL

A capital asset is determined to be surplus when the department head determines that the asset is no longer needed for the function it was originally purchased for and the asset cannot be utilized by another City department. Examples include office furniture, computer equipment, vehicles, and items determined to be obsolete, overstocked or having an impairment which makes the asset no longer functional or operational.

A. Disposal of Personal Property

Capital assets determined to be surplus and retaining residual value are to be disposed of in the most efficient and cost effective manner possible, either through an auction process, solicitation of sealed bids, through a negotiated sale, as a trade-in for a usable asset having an equal or greater value, or through another method as preapproved by the City Administrator. Residual value will be determined by the department head based on the condition of the asset and the fair market value of similar assets in similar condition. Based on the residual value, a determination will be made as to the best disposal method.

Capital assets determined to be surplus and having negligible residual value may be disposed of without going through an auction, bid or other process. Negligible residual value will be determined by the department head based on the condition of the asset, the fair market value of similar assets in similar condition and a determination that it is impractical to repair, sell or trade the asset.

If it is determined by the City Administrator to be in the public interest, the City may dispose of surplus property by donating it to another public agency or to an Internal Revenue Code 501(c)(3) organization.

The City Administrator or his designee must approve of the disposal all capital assets. All items are to be sold “as-is” with no warranty or warranties, express, implied or otherwise. The Director of Finance must be notified of the disposal of any capital asset.

B. Disposal of Real Property

Real property, including land, land improvements, buildings, and infrastructure shall be disposed of only after approval by the City Council under authority stipulated. The City shall dispose of all real property through an auction process, solicitation of sealed bids, through a negotiated sale, or by using a qualified real estate broker, whichever is in the best interest of the City.

CONCLUSION

This policy has been designed to support the value of capital assets reported in the City’s financial reports. In addition, the policy should provide the appropriate level of internal control to minimize loss of the assets.



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

SCHEDULED

Meeting: 02/13/17 07:00 PM
Department: City Administrator
Category: Appointment
Prepared By: Mark Perkins
Department Head: Carl Lumley

STAFF REPORT

Director of Finance

Pursuant to the Charter, the City Administrator appoints department directors subject to the approval of the City Council. Dan Smith, the current Director of Finance, is retiring effective March 1.



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

SCHEDULED

Meeting: 02/13/17 07:00 PM
Department: Legislative /City Clerk
Category: Appointment
Prepared By: Debbie Ryan
Initiator: Debbie Ryan
Sponsors:
DOC ID: 2299

APPOINTMENT (ID # 2299)

OGTDD - Reappointment of Three Board Members

Per the OGTDD agreement, City Council needs to approve reappointment of three Olive/Graser TDD Board Members. These Members will still need to be approved by the OGTDD Property Owners and Regular Board.



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

Meeting: 02/13/17 07:00 PM
Department: Parks and Recreation Department
Category: Report
Prepared By: Jason Valvero
Department Head: Jason Valvero

SCHEDULED

STAFF REPORT

2016 Farmer's Market Review

The market opened in 2014 and each year the staff prepares a summary memo to review what works, what needs attention and moving forward into the new market season.

CITY OF CREVE COEUR



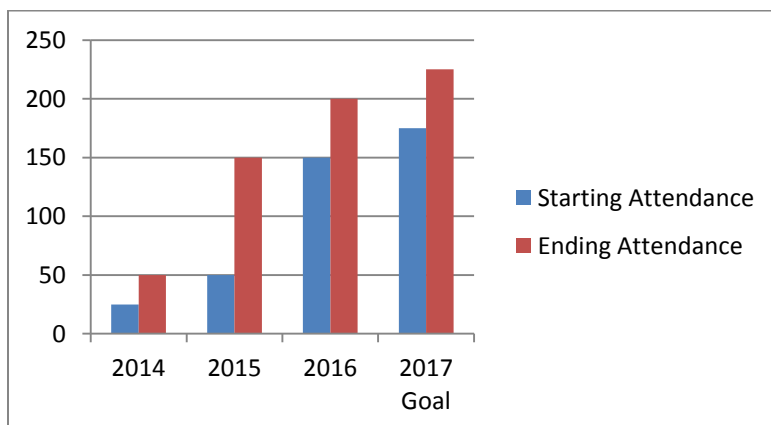
MEMORANDUM

Date: February 3, 2017
To: Mark Perkins
From: Jason Valvero, Director of Recreation
CC: Tim Brinks, Assistant Director of Recreation
Subject: Farmer's Market Review

The idea of a farmer's market was first presented in October of 2012 and from that day; staff has been working towards the goal of a viable market in Creve Coeur. The idea of a market that can offer the residents and visitors of our community a venue to purchase a variety of fresh produce, meats and specialty goods, made by local farmers within the St. Louis and Illinois area, was and still is a goal of the department. The market opened in 2014 at the Parkway Northeast Middle School. The goal to get established in the first year was the main objective. The idea of a market was well received, but the location was not ideal. The city worked hard to find a more visible location, so the move to Westgate Shopping Plaza for the 2015 season was well received by the vendors. The plaza location allowed for great exposure to the market both by visitors to the plaza and by vehicular traffic on Olive Boulevard. The location stayed the same for the 2016 season as well.

What Works

- ❖ Location, Location, Location... Westgate Shopping Plaza is an ideal location and has been the reason other vendors have joined us in 2016 and show interest in 2017.
- ❖ The market momentum continued through the 2016 season. The number of visitors each week to the market grew as the season went on. The average attendance at the start of the season was approximately 150 visitors and grew to approximately 200 visitors weekly by the end of the season, compared to an average of 150 visitors in the 2015 season.



- ❖ The ability to keep current vendors coming back each week and attract a new variety of vendors will only happen when the numbers who shop at the market grow. The market averaged 16 vendors per week, compared to 12 last season.
- ❖ The sales totals of the vendors have grown this year over last year. In some cases, vendors reported three times the amount of sales over last season, with an increase in sales reported by 50 percent of the vendors who attended on a regular basis. In some cases, vendors have reported their sales are greater at the Creve Coeur market, versus markets with larger number of customers two to three times in size.
- ❖ The relationship with the management team from Westgate Shopping Plaza has grown over the past year and the plaza is open to more ideas moving forward in 2017. The feedback has been very positive from the management team and the plaza tenants; expressing the market adds energy to the plaza when open.
- ❖ Katie Dixon, the market manager. Katie has a great way with connecting with the current vendors and attracting a variety of new ones. She is all about building relationships!
- ❖ Strong support from the Public Works Department was provide in the 2016 season as in the 2015 season with set up and tear down, plus the use of generators each week for the meat vendors that require electric.
- ❖ Creating a community feel around the market with weekly events. Katie booked organizations, schools, non-profits and specialty vendors to try and create that community feel, while trying to attract more customers. Organizations included pet adoption centers, the Knitting Guild, the Wood Workers Guild, Chesterfield Day School, local children's book author, Ladue student band and Great Rivers Greenway. The market also offered free classes on occasion from fitness to gardening demonstrations. The market was also fortunate to have the support of the police, fire and public works departments, all who put in time and effort to host a booth, special event or just stop by and interact with the community and customers.
- ❖ Marketing through alternate venues via the concert series, business partners and other social media. The concert series provided exposure to a new customer base by having a sample of 4 to 5 vendors who they could come and visit on Saturday mornings. The market was promoted by local business at their stores and on their social media through Royal Banks of Missouri, St. Louis Pet Adoption Center, Osteo-Strong, Houlihan's, Oberweis, Treats Unleashed and Barre 3.

What Needs Attention

- ❖ The recruitment of vendors. The number of vendors needs to increase to help sustain the overall market and grow revenue.
- ❖ Marketing to the community and businesses through the newsletter, Facebook page and other media. Staff has been working with local website and print media outlets for free and paid advertisement. The idea of cross marketing with other farmer markets in the area that are on different days of the week has been received as well.

- ❖ Weekly entertainment needs to be provided to try and attract visitors to stay on site longer to spend more money with the vendors. Staff has been directed to try and lineup free opportunities with local entertainment, high schools, pet adoption agencies, etc. and add other paid entertainment when needed for special occasions.
- ❖ Attract sponsors to help support the overall financial health of the market.

Program Financial Analysis

The following chart breaks down the revenues versus the expenses for the last three outdoor seasons of the farmer's market running May – October of each year:

	2014	2015	2016
Revenue			
Vendor & Friends of the Market	\$3,180	\$3,005	\$3,505
Sponsors	\$2,200	\$1,550	\$400
Total	\$5,380	\$4,869	\$3,905
Expenses			
Labor	\$8,120	\$9,752	\$10,452
Advertising	\$2,276	\$810	\$2,165
Events	\$603	\$265	\$265
Supplies	\$1,247	\$1,265	\$824
Total	\$12,246	\$12,092	\$13,706
Net Profit	(\$6,866)	(\$7,223)	(\$9,801)

How to Close the Gap

- ❖ Advertise...advertise...advertise. The Market Manager researched grant opportunities and found a possible grant to help offset some advertising dollars for the 2017 season. Staff will be applying for the grant within the next few months.
- ❖ Increase the overall number of vendors each week.
- ❖ Increase the foot traffic to the market. If the goal of the market was to provide access to fresh, local foods, that goal was most certainly reached. Although crowds were not always bustling, a vast majority of the market goers were truly there to purchase items, and few were seen leaving without something purchased.
- ❖ Offer a variety of activities and entertainment to draw the community to the market. In 2016, the market hosted a 'Frozen' themed day, pet adoption agencies, Big Truck Day with Public Works, donate a bicycle day and more brought families to the market. Look into offering school sponsored bands or organizations to perform and other community groups to help create the pride of Creve Coeur.

- ❖ Engage the 'Friends of the Market' members and use them as a resource for ideas and generating a buzz for the market.

The staff feels the market does add value to the community. The vendors have seen the number of visitors increase as the season went on and they have provided positive feedback from the 2016 season and excitement for the 2017 season. Staff will need to work on advertising more and closing the financial gap moving forward in the 2017 season by attracting more vendors, raising the annual membership fees by \$25 per vendor and obtaining sponsorships.



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

SCHEDULED

Meeting: 02/13/17 07:00 PM
Department: Finance Department
Category: Report
Prepared By: Sherry Hall
Department Head: Dan Smith

STAFF REPORT

2Nd Quarter FY 2017 Financial Analyses

Financial Analyses for the 2nd Quarter FY 2017 for the two major operating funds, General Fund and Municipal Enterprise Fund.



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

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

Meeting: 02/13/17 07:00 PM

DOC ID: 2288

DISCUSSION ITEM (ID # 2288)

Parks and Recreation Sponsorship Opportunities