REGULAR MEETING
AMENDED AGENDA
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
JULY 10, 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

PRESENTATION - 2018 BELLERIVE PGA CHAMPIONSHIP

1. **CONSENT AGENDA**

   a. Council Minutes Dated June 26, 2017

BILLS PAYABLE REPORT

For Information Only
Summary: A report of bills payable dated July 6, 2017 in the amount of $462,337.10 has been provided for Council review. No vote is required.

UNFINISHED BUSINESS

2. **Bill No. 5653 - an Ordinance Repealing Ordinance Number 5471 and Amending the Conditional Use Permit Approved by Ordinance Number 2240 to Authorize Renovation to the Building Located at 11858 Olive Boulevard Within the Plaza Motors Campus for the Plaza BMW Dealership. Withdrawn**
   Summary: Brian DePouli, of Asbury Automotive Group, has submitted a request to amend the conditional use permit and site development plan for Plaza Motors to allow a service bay addition to the rear and showroom addition to the front as part of an exterior renovation of the Plaza BMW Dealership building located at 11858 Olive Boulevard.

Ordinance No. 5471, approved on May 9, 2016, authorized the renovation and site development plan for the Plaza BMW. However, this ordinance has lapsed, and the Applicant is seeking additional revisions to the facade. Planning and Zoning recommended approval with conditions on June 5, 2017. Deferred at the June 26, 2017 meeting. The Applicant has indicated that they do not wish to pursue the renovation of the building at this time.

NEW BUSINESS

3. **Bill No. 5656 - an Ordinance Amending the Adopted 2018 Capital Fund Budget of the City of Creve Coeur by Authorizing Additional Appropriations and Unappropriations. First Reading**
   Summary: Amending the FY2018 Budget to address unforeseen HVAC repairs at Dielmann Complex.

4. **Bill No. 5657 - an Ordinance Approving Official Bond for Officers and Employees of the City Pursuant to Section 14.4 of the City Charter. First Reading**
   Summary: The bill approves an Official Bond for the Finance Director as required by the Charter.

5. **Resolution No. 1298 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Execution of a Contract with Landesign, LLC, for the Dielmann Recreation Complex Parking Lot Retaining Wall Project for the Amount of $ 19,928.78.**
   Summary: Staff recommends entering into a contract with Landesign, LLC, for the construction phase of a project to replace a deteriorated retaining wall that supports a portion of a parking lot at the Dielmann Recreation Complex. This wall was partially damaged when a tree fell during the fall of 2016, and the nature and age of the wall makes it advisable to replace it rather than attempt to fix it. Landesign completed the design and permitting phase of this project in the spring of 2016 for the fee of $1,050. The combined value of the design and construction contracts will exceed $20,000, thus requiring City Council authorization to proceed.

6. **Resolution No. 1299 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Execution of a Contract with Spencer Contracting Company for the Golf Course Bridge Installation Project for the Amount of $ 86,125.00.**
   Summary: Staff recommends that the City enter into a contract with Spencer Contracting Company for the Golf Course Bridge Installation Project at the Creve Coeur Golf Course. The scope of this project involves removing two old and deteriorated bridges, building new concrete supports, and installing new bridges onto these supports. Both bridges that are proposed to be replaced were identified for replacement through the 2015 golf course needs assessment. The design and fabrication of these bridges

are being completed through a separate project. The City received a Municipal Park Grant that will pay for 100% of the cost of the installation of these bridges.

7. **Resolution No. 1300 - a Resolution Authorizing the City to Enter an Agreement with Multi-Bank Securities, Inc. as Broker-Dealer for the City's Investments & Pershing LLC as the City's Securities Safekeeping Agent.**
   Summary: Staff recommends entering into an agreement with Multi-Bank Securities, Inc. as broker-dealer for the city's investments.

8. **Resolution No. 1301 - a Resolution Authorizing the City to Enter an Agreement with Us Bank to Add the Director of Finance on the Investment Accounts.**
   Summary: Resolution to add the new Finance Director to the US Bank agreement.

9. **Resolution No. 1302 - a Resolution Designating Busey Bank as the City's Depository Institution Pursuant to Section 140.060(B).**
   Summary: The resolution will update the city's banking agreement following the acquisition of Pulaski Bank by Busey Bank and also including the new Finance Director on the agreement.

BUSINESS FROM MAYOR AND CITY COUNCIL

10. **Council Liaison Reports**

BUSINESS FROM CITY ADMINISTRATOR

11. **Accounts Payable Process**
    Summary: Staff is recommending would like to discuss Accounts Payable Process

12. **Counter Terrorism Presentation**
    Summary: Chief Eidman was part of a regional law enforcement delegation to Israel recently, he will review his experience and lessons learned.

Pursuant to Section 610.022 RSMo., the City Council could, at any time during the meeting, vote to close the public meeting and move to closed session to discuss matters relating to litigation, legal actions and/or communications from the City Attorney as provided under Section 610.021(1) RSMo. and/or personnel matters under Section 610.021(13) RSMo. And/or employee matters under Section 610.021(3) RSMo. and/or real estate matters under Section 610.021(2) or other matters as permitted by Chapter 610.

Posted: _____ posted 07/7/2017
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: 07/10/17 07:00 PM
DOC ID: 2528

COUNCIL MINUTES (ID # 2528)

Council Minutes Dated June 26, 2017

REGULAR MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
JUNE 26, 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, June 26, 2017 at 7:15 p.m.

PLEDGE OF ALLEGIANCE

Mayor Glantz led the Pledge of Allegiance.

INVOCATION

Mayor Glantz gave the invocation.

ROLL CALL

Mr. Glantz	Mayor
Mr. Faron	Council Member Ward I
Ms. Travers	Council Member Ward I
Mr. Ruzicka	Council Member Ward II
Dr. Lawrence	Council Member Ward II
Mrs. D'Alfonso	Council Member Ward III
Dr. Hoffman	Council Member Ward III
Dr. Saunders	Council Member Ward IV
Mrs. Baseley	Council Member Ward IV

COMMENTS FROM THE GENERAL PUBLIC

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

Shawn Himmerman resident of 410 Hibler stated he is upset over the change in the sewer lateral program and there was no communication or opportunity for the residents to speak regarding the change to the program. Mr. Himmerman also stated he is unhappy with the recent decision for the city to move from a DC to a DB retirement program for employees and this is not the trend for businesses.

ACCEPTANCE OF THE AGENDA

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

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

REGULAR MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
JUNE 26, 2017
7:00 PM

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

ANNOUNCEMENTS

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

1. CONSENT AGENDA

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

A. Council Minutes Dated June 12, 2017

B. Destruction of Files

Mayor Glantz called the question to approve the consent agenda as presented, 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 Lawrence – Aye
Council Member Hoffman – 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 bills payable listing dated June 20, 2017 in the amount of $260,040.86. No vote is required.

UNFINISHED BUSINESS

2. Bill No. 5653 - an Ordinance Repealing Ordinance Number 5471 and Amending the Conditional Use Permit Approved by Ordinance Number 2240 to Authorize Renovation to the Building Located at 11858 Olive Boulevard Within the Plaza Motors Campus for the Plaza BMW Dealership. Final Reading and Passage

City Clerk read Bill No. 5653 for the final time.

Council Baseley moved, seconded by Council Member Hoffman to approve Bill No. 5653.

REGULAR MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
JUNE 26, 2017
7:00 PM

Council Member Saunders moved, seconded by Council Member Hoffman to defer Bill No. 5653 until July 10, 2017 at the request of the applicant, with the votes upon such motion as follows, to-wit:

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

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

3. **Bill No. 5654 - an Ordinance Amending the Adopted FY 2017 General , Capital, Municipal Enterprise, Retirement and Sewer Lateral Funds Budgets of the City of Creve Coeur by Authorizing Additional Appropriations, Unappropriations and Transfers from Operating Departments. Final Reading and Passage**

City Clerk read Bill No. 5654 for the final time.

Council Member Hoffman moved, seconded by Council Member Travers to approve Bill No. 5654.

Mark Perkins stated there are additional amendments for the budget which includes:

- Covering reduced sales tax revenue for general fund
- Increase capital budget for golf cart replacements
- Correct various typographical errors

Council Member Hoffman moved, seconded by Council Member Saunders to amend Bill No. 5654 as outlined, with the votes 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 Hoffman –Aye
Council Member Lawrence – Aye
Council Member Baseley – Aye
Council Member Travers – Aye

The vote on the motion being 8 ayes and 0 nays, motion carried.
Mel Klearman resident of 739 Burgerac Drive stated he is unhappy with the changes in the sewer lateral program.

REGULAR MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
JUNE 26, 2017
7:00 PM

Shawn Himmerman stated the ordinance to reduce sewer lateral was approved so quickly without proper vetting with the residents.

Mayor Glantz stated the fund was dangerously low and a decision had to be made.

Mayor Glantz called the question to approve Bill No. 5654 as amended, with the vote upon such motion as follows, to-wit:

Council Member Travers – Aye
Council Member Baseley – Aye
Council Member Lawrence – Aye
Council Member Hoffman – 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. 5654 becomes Ordinance No. 5532.

4. **Bill No. 5655 - an Ordinance Adopting the Annual Budget of the City of Creve Coeur for the Fiscal Year 2018 Commencing July 1, 2017 and Appropriating Funds Pursuant Thereto. Final Reading and Passage**

City Clerk read Bill No. 5655 for the final time.

Council Member Faron moved, seconded by Council Member Travers to approve Bill Nol. 5655, with the votes 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 Hoffman –Aye
Council Member Lawrence – Aye
Council Member Baseley – Aye
Council Member Travers – Aye

The vote on the motion being 8 ayes and 0 nays, motion carried. Bill No. 5655 becomes Ordinance No. 5533.

NEW BUSINESS

REGULAR MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
JUNE 26, 2017
7:00 PM

5. **Resolution No. 1291 - a Resolution of the City Council of the City of Creve Coeur, Missouri Authorizing the Execution of an Agreement with St. Louis County Regarding a Community Development Block Grant for Accessibility Improvements to the City's Public Pedestrian Facilities.**

City Clerk read Resolution No. 1291.

Council Member Saunders moved, seconded by Council Member Baseley to approve Resolution No. 1291, with the votes upon such motion as follows, to-wit:

Council Member Hoffman – Aye
Council Member Lawrence – 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.

6. **Resolution No. 1292 - a Resolution of the City Council of the City of Creve Coeur, Missouri Authorizing the Execution of an Agreement with the City of Chesterfield, Under the Cooperative Salt Program, for Purchasing 700 Tons of Salt for an Amount of $34,461.00.**

City Clerk read Resolution No. 1292.

Council Member Faron moved, seconded by Council Member Saunders to approve Resolution No. 1292, with the votes 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 Hoffman – Aye
Council Member Lawrence – Aye
Council Member Baseley – Aye
Council Member Travers – Aye

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

7. **Resolution No. 1293 - a Resolution of the City Council of the City of Creve Coeur, Missouri Authorizing the Execution of an Agreement with St. Louis County, Missouri, on Behalf of the Department Vector Control (Hereinafter "County"), for Mosquito Control Services.**

City Clerk read Resolution No. 1293.

REGULAR MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
JUNE 26, 2017
7:00 PM

Council Member Faron moved, seconded by Council Member Saunders to approve Resolution No. 1293.

Council Member Baseley stated residents call the city when they notice an infestation and the city then calls the county for service.

Council Member Lawrence asked if the city notices an infestation do they call for an area.

Jim Heines stated the city makes the call.

Council Member Lawrence recommended staff send emails to the trustees to let them know to call the city if they notice a problem area.

Council Member Baseley asked if this is a pesticide and how does it affect other insects.

Jim Heines stated the chemicals that are being used is up to vector control and St. Louis County are the experts.

Mayor Glantz called the question to approve Resolution No. 1293, with the votes upon such motion as follows, to-wit:

Council Member Travers – Aye
Council Member Baseley – Aye
Council Member Lawrence – Aye
Council Member Hoffman – 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.

8. **Resolution No. 1294 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Execution of a Contract with M & H Concrete Contractors, Inc. for Concrete Roadway and Sidewalk Repairs Related to the Street Repair Program for the 2018 Fiscal Year for $516, 995.25.**

City Clerk read Resolution No. 1294.

Council Member Faron moved, seconded by Council Member Baseley to approve Resolution No. 1294, with the votes 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 Hoffman –Aye

REGULAR MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
JUNE 26, 2017
7:00 PM

Council Member Lawrence – Aye
Council Member Baseley – Aye
Council Member Travers – Aye

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

9. **Resolution No. 1295 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Execution of a Contract with Ford Asphalt Company for Asphalt Pavement Resurfacing Related to the Street Repair Program for the 2018 Fiscal Year for $264,500.00.**

City Clerk read Resolution No. 1295.

Council Member Hoffman moved, seconded by Council Member Saunders to approve Resolution No. 1295, with the votes upon such motion as follows, to-wit:

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

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

10. **Resolution No. 1296 - a Resolution Authorizing the Purchase of Insurance Coverages for the Year Beginning July 1, 2017**

Council Member Saunders moved, seconded by Council Member Faron to approve Resolution No. 1296, with the votes 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 Lawrence – Aye
Council Member Hoffman – Aye

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

11. **Resolution No. 1297 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Execution of an Agreement with Horner & Shifrin, Inc., for Design and Consulting Services Related to the Ladue Road Stabilization Project for the Not-To-Exceed Amount of $15,691.00.**

REGULAR MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
JUNE 26, 2017
7:00 PM

City Clerk read Resolution No. 1297.

Council Member Faron moved, seconded by Council Member Lawrence to approve Resolution No. 1297.

Council Member Saunders moved, seconded by Council Member Lawrence to amend Resolution No. 1297 by replacing the exhibit A with the amended exhibit A as provided on the dais, with the votes 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 Hoffman –Aye
Council Member Lawrence – Aye
Council Member Baseley – Aye
Council Member Travers – Aye

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

Mayor Glantz called the question to approve Resolution No. 1297 as amended, with the vote upon such motion as follows, to-wit:

Council Member Travers – Aye
Council Member Baseley – Aye
Council Member Lawrence – Aye
Council Member Hoffman – 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.

APPOINTMENTS

12. Annual Appointments and Reappointments for Boards, Committees and Commission

Mayor Glantz stated the Nominating Committee met on Monday, June 19, 2017 and are recommending the following appointments and reappointments:

Finance Committee

- Larry Potashnick – reappoint for 3 yrs (exp 6/30/2020)
- Philip Hellwege – reappoint for 3 yrs (exp 6/30/2020)

Police and Safety Committee

REGULAR MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
JUNE 26, 2017
7:00 PM

- Janice Gale – reappoint for 3 yrs (exp 6/30/2020)
- Al Schopp, Jr – appoint for 3 yrs (exp 6/30/2020)
- Jeannie Jacobs – appoint for 3 yrs (exp 6/30/2020)

Energy and Environment Committee

- Hal Harris – reappoint for 3 yrs (exp 6/30/2020)
- Joseph Martinich – reappoint for 3 yrs (exp 6/30/2020)
- Greg Campbell – appoint for 1 yr (exp 6/30/2018)
- Jeffrey Dickler – appoint for 2 yr (exp 6/30/2019)

Storm Water Committee

- Richard Koch – reappoint for 3 yrs (exp 6/30/2020)

Arts Committee

- Ken Balk – reappoint for 3 yrs (exp 6/30/2020)
- Barbara Gervais – appoint for 1 yr (exp 6/30/2018)
- Lynn Hamilton – appoint for 1 yr (exp 6/30/2018)
- Barbara Tonkyn – appoint for 3 yr (exp 6/30/2020)

Board of Adjustment

- Robert Mooney – appoint for 5 yrs (exp 6/30/2022)
- Todd Streiler – appoint for 5 yrs (exp 6/30/2022)
- DP Villacis – appoint to Alternate – no term limit
- James Kostelc – appoint to Alternate – no term limit

Planning and Zoning Commission

- Beth Kistner – reappoint for 3 yrs (exp 6/30/2020)
- Donald Magruder – reappoint for 3 yrs (exp 6/30/2020)
- Tim Carney – reappoint for 3 yrs (exp 6/30/2020)
- Heather Silverman – reappoint for 3 yrs (exp 6/30/2020)

Personnel Appeals Board

- Robert Haddenhorst – reappoint for 3 yrs (exp 6/30/2020)
- John Groneck, Jr – reappoint for 3 yrs (exp 6/30/2020)

Building Board of Appeals

- Keith Tayon – reappoint for 3 yrs (exp 6/30/2020)
- Roger Levy – appoint for 3 yrs (exp 6/30/2020)
- Victor Don Perrin – appoint for 3 yrs (exp 6/30/2020)

Economic Development Committee

- Vihn Tran – reappoint for 3 yrs (exp 6/30/2020)

REGULAR MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
JUNE 26, 2017
7:00 PM

- Stephen Bisch – reappoint for 3 yrs (exp 6/30/2020)
- Mark Manlin – appoint for 3 yrs (exp 6/30/2020)
- Deborah Matson – appoint for 3 yrs (exp 6/30/2020)

Parks and Historic Committee

- David Hoffman – reappoint for 3 yrs (exp 6/30/2020)
- Richard Darrow – appoint for 3 yrs (exp 6/30/2020)

Horticulture, Ecology and Beautification Committee

- James Graham – reappoint for 3 yrs (exp 6/30/2020)
- Joyce Steiger – appoint for 2 yrs (exp 6/30/2019)
- Deneen Dickler – appoint for 3 yrs (exp 6/30/2020)

Council Member Lawrence moved, seconded by Council Member Travers to approve the recommendations from the Nominating Committee for the annual appointments and reappointments to various boards, committees and commission, with the votes upon such motion as follows, to-wit:

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

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

13. Audit Committee

Mayor Glantz stated per Ordinance No. 5412 the audit committee members are renewed each year with members having a one year term with the limit of three consecutive terms. Mayor Glantz recommended the following appointments to the Audit Committee:

- Council Member Lawrence
- Council Member D'Alfonso
- Council Member Hoffman (to replace Council Member Kramer)

Council Member Faron moved, seconded by Council Member Ruzicka to approve the recommended appointments to the audit committee as outlined, with the votes upon such motion begin as follows, to-wit:

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

REGULAR MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
JUNE 26, 2017
7:00 PM

Council Member Travers – Aye
Council Member Baseley – Aye
Council Member Lawrence – Aye
Council Member Hoffman – Aye

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

14. Olive Blvd TDD

Mayor Glantz stated the Council needs to approve the appointment of Chris C. Wood, Senior property Manager of Redico to replace Julie Panagos on the Olive Boulevard TDD.

Council Member Hoffman moved, seconded by Council Member Faron to approve the appointment of Chris C. Wood to the Olive Blvd TDD, with the votes 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 Hoffman –Aye
Council Member Lawrence – Aye
Council Member Baseley – Aye
Council Member Travers – Aye

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

15. Council Liaisons for Boards and Committees

Mayor Glantz stated annual he appoints Council liaisons for certain boards and committees and they are as follows:

- Arts Committee – Council Member Saunders
- EDC – Council Member D'Alfonso
- Employee Pension – Council Member Lawrence
- E & E – Council Member Travers
- Finance – Council Member Faron
- HEB – Council Member Ruzicka
- Parks – Council Member Baseley
- Police – Council Member Baseley
- Storm Water – Council Member Hoffman
- Facilities Needs Task Force – Council Member Faron

16. Recommending New Members to Finance Committee

Mayor Glantz stated interviews were held on Thursday, June 22, 2017 and the Nominating Committee recommends the appointments of Ronald Abeles and Tim Fogerty each to a three year term beginning July 1, 2017, and after motion and second, ~~with~~ the votes 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 Hoffman –Aye
Council Member Lawrence – Aye
Council Member Baseley – Aye
Council Member Travers – Aye

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

17. Olive Graeser TDD Advisory Director

Mayor Glantz recommend the appointment Lori Obermueller to replace Dan Smith on the Olive Graeser TDD as an Advisory Director.

Council Member Saunders moved, seconded by Council Member D'Alfonso to appointment Lori Obermueller to replace Dan Smith on the Olive Graeser TDD as Advisory Director, with the vote upon such motion as follows, to-wit:

Council Member Travers – Aye
Council Member Baseley – Aye
Council Member Lawrence – Aye
Council Member Hoffman – 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.

BUSINESS FROM MAYOR AND CITY COUNCIL

18. Council Liaison Reports

Council Member Lawrence stated there was a heart to heart meeting and they discussed goals for next year. Committee plans to get started for next year's run in fall.

Council Member Travers stated Energy and Environment Committee couldn't meet to duee lack of quorum.

Council Member Baseley stated the Police Committee met on June 20th and Chief gave an update on the new building.

Council Member Faron stated storm water committee toured the Danforth Plant Science Center whom addressed the committee member's storm water related comments and questions.

REGULAR MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
JUNE 26, 2017
7:00 PM

Upcoming work session storm water committee will bring forward for discussion with Council proposed changes to Chapter 425.

Council Member Faron stated the Facilities Task Force meeting reviewed the proposed Police Building as presented by the architect and designers.

19. Commercial Vehicles in Apartment Communities

Council Member D'Alfonso stated a resident contacted her with his concerns regarding commercial vehicles parked in residential areas. He indicated that there is not enough enforcement with the current code regarding commercial vehicles. Council Member D'Alfonso requested that the city send letters to the apartment and condo complexes letting them know about the current law.

Mark Perkins stated staff is happy to send the letters and thinks a letter and some enforcement will help the situation.

BUSINESS FROM CITY ADMINISTRATOR

Mark Perkins welcomed Lori Obermueller as the city's new Director of Finance.

Council Member Baseley moved, seconded by Council Member Saunders to adjourn at 8:21 p.m., with the vote upon such motion being as follows, to-wit:

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

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

Submitted by:

Deborah Ryan
City Clerk

Barry Glantz
Mayor

Bills Payable Listing

A report of bills payable dated July 6, 2017 in the amount of $462,337.10 has been provided for Council review. No vote is required.

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

DATE: July 10, 2017

TO: Mark Perkins, City Administrator

FROM: Lori Obermoeller, Director of Finance

SUBJECT: Bills Payable

For your information and transmittal to the City Council, is a list of bills payable dated July 06, 2017 in the amount of
$ 462,206.08

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

NO DEPT - NO DIV 7/11/2017

Vendor Name	Vendor	PO #	Invoice #	Invoice Date	Description	Account	Invoice Amount
ARCHIMAGES, INC.	**02765**	P002671	**33702**	16-Jun-17	**SCHEMATIC DESIGN SVCS THRU 5/3**	15-00-00-6203	47,897.24
OFFICE OF THE CIRCUIT CLERK	**00484**		**063017 PAYROLL**	30-Jun-17	**PAYROLL FOR - 063017**	01-00-00-2111	372.30
Total							***48,269.54***

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

LEGISLATIVE 7/11/2017

Vendor Name	Vendor	PO #	Invoice #	Invoice Date	Description	Account	Invoice Amount
ST LOUIS AREA INSURANCE TRUST	**02406**		**1965WC**	19-Jun-17	**1ST HALF WORKERS' COMP INS.**	01-11-12-5243	36.06
ST LOUIS AREA INSURANCE TRUST	**02406**		**1965WC**	19-Jun-17	**1ST HALF WORKERS' COMP INS.**	01-11-13-5243	81.52
Total							***117.58***

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

ADMINISTRATION 7/11/2017

Vendor Name	Vendor	PO #	Invoice #	Invoice Date	Description	Account	Invoice Amount
CHAMBER OF COMMERCE CREVE COEUR/OLIVETTE	00136		E3298	13-Jun-17	JUNE 2017 MEMBERSHIP LUNCH	01-12-11-6264	22.00
MERCY CORPORATE HEALTH	00053		404379	01-Jun-17	PREPLACEMENT SCREENING	01-12-11-6271	140.00
MISSOURI DIVISION OF EMPLOYMENT SECURITY	00255		05-18895 3/17	22-Jun-17	UNEMPLOYEMENT BENEFITS PAID	01-12-11-5243	139.80
PREFERRED RESOURCE NETWORK, INC.	02518		4863	01-Jul-17	QTRLY EAP SVCS 7/1 - 9/30/17	01-12-11-6203	817.50
ST LOUIS AREA INSURANCE TRUST	02406		1965WC	19-Jun-17	1ST HALF WORKERS' COMP INS.	01-12-11-5243	389.30
ST LOUIS POST DISPATCH	02145		40448402 6/17	19-Jun-17	PAPER SUBSC 6/29 - 8/23/17	01-12-11-6262	55.01
SWIFT PRINT COMMUNICATIONS	02520	P002610	75880	26-Jun-17	10 SANDARD 8 PAGE NEWSLETTERS	01-12-11-6203	1,697.83
Total							***3,261.44***

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

IT

7/11/2017

Vendor Name	Vendor	PO #	Invoice #	Invoice Date	Description	Account	Invoice Amount
CDW-G	**00073**		**JCR7238**	08-Jun-17	**IMAGE TRANSFER KIT-BLDG DEPT**	01-12-51-6213	277.86
CDW-G	**00073**		**JGD9677**	20-Jun-17	**4TB EXTERNAL HARD DRIVE**	01-12-51-7331	137.00
NSC DIVERSIFIED	**00401**		**17-27348S**	22-Jun-17	**CLEAR DIVERTER, LUBE FIN. PRIN**	01-12-51-6213	100.00
ST LOUIS AREA INSURANCE TRUST	**02406**		**1965WC**	19-Jun-17	**1ST HALF WORKERS' COMP INS.**	01-12-51-5243	68.45
UMZUZU LLC	**02654**	P002782	**0116268**	01-Jul-17	**GOOGLE APPS FOR GOVENRMANT MON**	01-12-51-6213	1,280.00
VENMAR SYSTEMS INC	**01202**		**70080**	20-Jun-17	**WATCHGUARD AP32-COUNCIL CHAMB**	01-12-51-7331	519.40
VENMAR SYSTEMS INC	**01202**		**70086**	23-Jun-17	**POE INJECTOR FOR AP320**	01-12-51-7331	54.00
WINNING TECHNOLOGIES, INC.	**01891**		**16495A**	15-May-17	**IT SERVICES-MAY 2017**	01-12-51-6202	462.00
WINNING TECHNOLOGIES, INC.	**01891**	P002645	**16590**	15-Jun-17	**IT SERVICES - JUNE 2017**	01-12-51-6202	4,851.00
WINNING TECHNOLOGIES, INC.	**01891**	P002645	**16495**	15-May-17	**IT SERVICES - MAY 2017**	01-12-51-6202	4,389.00
Total							***12,138.71***

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

FINANCE 7/11/2017

Vendor Name	Vendor	PO #	Invoice #	Invoice Date	Description	Account	Invoice Amount
COLLECTOR OF REVENUE	**00016**		**061617**	16-Jun-17	**SALES TAX REPORT-JUNE 2017**	01-13-11-6202	20.00
SMITH, DANIEL N.	**00030**	P002667	**060117**	01-Jun-17	**SERVICES PROVIDED 5/15 - 5/31/**	01-13-11-6202	1,125.00
ST LOUIS AREA INSURANCE TRUST	**02406**		**1965WC**	19-Jun-17	**1ST HALF WORKERS' COMP INS.**	01-13-11-5243	351.67
Total							***1,496.67***

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

MUNICIPAL COURT 7/11/2017

Vendor Name	Vendor	PO #	Invoice #	Invoice Date	Description	Account	Invoice Amount
ENGELMEYER & PEZZANI LLC	**01374**	P002479	**063017**	30-Jun-17	**LEGAL SERVICES AS MUNICIPAL JU**	01-13-14-6201	1,666.74
REJIS	**00050**		**INV0054724**	15-Jun-17	**USER FEES JUNE 2017**	01-13-14-6202	1,140.65
ST LOUIS AREA INSURANCE TRUST	**02406**		**1965WC**	19-Jun-17	**1ST HALF WORKERS' COMP INS.**	01-13-14-5243	145.27
Total							***2,952.66***

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

INTERDEPARTMENTAL 7/11/2017

Vendor Name	Vendor	PO #	Invoice #	Invoice Date	Description	Account	Invoice Amount
KONICA MINOLTA BUSINESS SOLUTIONS	**00154**		**9003602918**	18-Jun-17	**COPIER MAINT 3/19 - 6/18/2017**	01-13-15-6213	633.36
ST LOUIS AREA INSURANCE TRUST	**02406**		**1695**	19-Jun-17	**1ST HALF LIABILITY INS FY 18**	01-13-15-6220	40,281.00
WEST CENTRAL DISPATCH CENTER	**01436**		**17-23**	01-Jul-17	**REJIS FIBER FEES**	01-13-15-6213	375.00
WEST CENTRAL DISPATCH CENTER	**01436**		**17-23**	01-Jul-17	**REJIS ACCESS FEES**	01-13-15-6213	400.00
WEST CENTRAL DISPATCH CENTER	**01436**		**17-23**	01-Jul-17	**CHARTER PRI FEES**	01-13-15-6253	4,525.00
WEST CENTRAL DISPATCH CENTER	**01436**		**17-23**	01-Jul-17	**CHARTER FIBER FEES**	01-13-15-6253	921.00
WEST CENTRAL DISPATCH CENTER	**01436**		**17-23**	01-Jul-17	**CHARTER TV FEES**	01-13-15-6255	400.00
Total							***47,535.36***

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

COMMUNITY SERVICES 7/11/2017

Vendor Name	Vendor	PO #	Invoice #	Invoice Date	Description	Account	Invoice Amount
ST LOUIS AREA INSURANCE TRUST	02406		1965WC	19-Jun-17	1ST HALF WORKERS' COMP INS.	01-14-11-5243	62.18
Grand Total							***62.18***

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

ICE ARENA 7/11/2017

Vendor Name	Vendor	PO #	Invoice #	Invoice Date	Description	Account	Invoice Amount
AMERIGAS PROPANE	02795		3066174721	20-Jun-17	PROPANE FOR OLY (6/15/17)	06-14-31-7307	282.96
AMERIGAS PROPANE	02795		3065817195	07-Jun-17	PROPANE FOR OLY (6/6/17)	06-14-31-7307	514.51
ARAMARK UNIFORM SERVICES	01550		312512622	13-Jun-17	UNIFORM RENTAL (6/13/17)	06-14-31-7308	5.89
ARAMARK UNIFORM SERVICES	01550		312512622	13-Jun-17	MOP RENTAL (6/13/17)	06-14-31-7301	7.91
ARAMARK UNIFORM SERVICES	01550		312536975	20-Jun-17	TOWELS MOPS UNIFORMS	06-14-31-7301	7.91
ARAMARK UNIFORM SERVICES	01550		312536975	20-Jun-17	TOWELS MOPS UNIFORMS	06-14-31-7308	5.89
CIMCO REFRIGERATION INC	00951		90558723	23-Jan-17	NEW HUMIDITY SENSOR	06-14-31-6212	221.10
GOLTERMAN & SABO, INC.	02806	P002765	IN0070576	30-Jun-17	ACCOUNSTICAL SOUND PANEL	06-14-31-9501	3,895.00
MURPHY	00867	P002636	99604	14-Jun-17	MAINT CONTRACT 1/1/17-6/30/17	06-14-31-6211	448.00
MURPHY	00867	P002738	99634	17-Jun-17	INVESTIGATE/REPAIR HVAC ISSUE	06-14-31-6212	2,400.00
MURPHY	00867	P002739	99658	15-Jun-17	COMPRESSOR 3 OIL COOLER SOLONO	06-14-31-6268	1,880.33
ST LOUIS AREA INSURANCE TRUST	02406		1695WC EF	19-Jun-17	1ST HALF WORKERS' COMP FY 18	06-14-31-5243	3,966.13
Total							*13,635.63*

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

GOLF MAINTENANCE 7/11/2017

Vendor Name	Vendor	PO #	Invoice #	Invoice Date	Description	Account	Invoice Amount
GEMPLER'S	**01242**		**SI03493862**	13-Jun-17	**GLOVES, EAR MUFFS**	06-14-32-7308	55.71
HARTKE NURSERY	**00677**		**285973**	20-Jun-17	**STRAW BALES**	06-14-32-6212	28.00
PAR WEST TURF SERVICES, INC.	**02786**		**73267**	06-Apr-17	**500-FT HOLLOW BRAID ROPE**	06-14-32-6212	87.09
SITEONE LANDSCAPE SUPPLY	**02595**		**81159106**	20-Jun-17	**TURFPLEX 20-2-3 CASE**	06-14-32-7303	275.84
ST LOUIS AREA INSURANCE TRUST	**02406**		**1695WC EF**	19-Jun-17	**1ST HALF WORKERS' COMP FY 18**	06-14-32-5243	1,115.11
SUPREME TURF PRODUCTS	**00173**		**IN143140**	19-Jun-17	**TURFRX SUPREME**	06-14-32-7303	460.00
WEBER CHEVROLET	**00311**		**1922007**	20-Jun-17	**PROPORTIONAL VALVE-DUMP TRUCK**	06-14-32-6210	134.69
Total							***2,156.44***

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

PRO SHOP ########

Vendor Name	Vendor	PO #	Invoice #	Invoice Date	Description	Account	Invoice Amount
ADVERTISING PREMIUM SALES, INC.	**01940**		**081414**	25-Apr-17	**STAFF SHIRTS W/EMBROIDERY**	06-14-33-7308	355.06
E-Z-GO TEXTRON	**02745**		**91117877**	21-Jun-17	**REPAIR CART #22**	06-14-33-6211	279.16
FASTSIGNS	**00413**		**X-39871**	22-Jun-17	**FOOT GOLF SIGNAGE**	06-14-33-7304	216.00
OFFICE DEPOT	**00045**		**923277844001**	25-Apr-17	**REGISTER TAPE**	06-14-33-7304	9.38
ST LOUIS AREA INSURANCE TRUST	**02406**		**1695WC EF**	19-Jun-17	**1ST HALF WORKERS' COMP FY 18**	06-14-33-5243	100.85
Total							***960.45***

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

SNACK BAR 7/11/2017

Vendor Name	Vendor	PO #	Invoice #	Invoice Date	Description	Account	Invoice Amount
ARAMARK UNIFORM SERVICES	01550		312512622	13-Jun-17	WIPING TOWELS (6/13/17)	06-14-34-7301	2.87
ARAMARK UNIFORM SERVICES	01550		312536975	20-Jun-17	TOWELS MOPS UNIFORMS	06-14-34-7301	2.87
DIERBERGS	00080		9238-128-5	26-Jun-17	SPOONS/FOOD RESALE	06-14-34-8315	45.07
DIERBERGS	00080		9238-128-5	26-Jun-17	SPOONS/FOOD RESALE	06-14-34-8321	8.64
DIERBERGS	00080		7108-184-5	14-Jun-17	BEER WINE RESALE	06-14-34-8316	44.13
DIERBERGS	00080		1038-104-5	28-Jun-17	ICE/MISC	06-14-34-8321	14.35
HEARTLAND COCA-COLA BOTTLING COMPANY LLC	02776		6007200786	15-Jun-17	BEVERAGE FOR RESALE	06-14-34-8317	579.60
PERFORMANCE FOOD GROUP, INC.	02632		3467144	15-Jun-17	FOOD/SNACKS FOR RESALE	06-14-34-8315	338.70
PERFORMANCE FOOD GROUP, INC.	02632		3467144	15-Jun-17	FOOD/SNACKS FOR RESALE	06-14-34-8319	105.87
RL MUELLER NATIONAL DIST., INC.	01471		101037A	26-Jun-17	FOOD FOR RESALE	06-14-34-8315	40.45
RL MUELLER NATIONAL DIST., INC.	01471		101037A	26-Jun-17	SNACKS FOR RESALE	06-14-34-8319	124.05
ST LOUIS AREA INSURANCE TRUST	02406		1695WC EF	19-Jun-17	1ST HALF WORKERS' COMP FY 18	06-14-34-5243	8.36
Total							***1,314.96***

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

BUILDING MAINTENANCE 7/11/2017

Vendor Name	Vendor	PO #	Invoice #	Invoice Date	Description	Account	Invoice Amount
ARAMARK UNIFORM SERVICES	01550		312536974	20-Jun-17	UNIFORM RENTAL (6/20/17)	01-16-11-7308	4.07
ARAMARK UNIFORM SERVICES	01550		312561547	27-Jun-17	UNIFORM RENTAL (6/27/17)	01-16-11-7308	4.07
BRANNEKY HARDWARE	00010		1002103	19-Jun-17	CANOPY FOR ROOF PROJECT	01-16-11-9501	199.00
EXCEL TEMPORARY SERVICES	02676		1261-2500003043	19-Jun-17	TEMP PERSONNEL W/O 6/12/17	01-16-11-9501	2,450.80
HOME DEPOT	00117		674662	03-May-17	TOUCHPOINT KEY CABINET SAFE	01-16-11-6212	50.02
HOME DEPOT	00117		3010140	19-Jun-17	SUPPLIES FOR ROOFING PROJECT	01-16-11-9501	123.34
HOME DEPOT	00117		0024972	22-Jun-17	MATERIAL FOR ROOFING PROJECT	01-16-11-9501	93.84
INDUSTRIAL SOAP	00039		1084248	16-Jun-17	PAPER PRODUCTS	01-16-11-6212	464.55
ISS FACILITY SERVICES	02724	P002594	1192978	30-Jun-17	JANITORIAL SERVICES- UPPER & L	01-16-11-6212	2,387.80
NEW SYSTEM CARPET & BUILDING CARE LTD.	00164		065890	27-Jun-17	CAN LINERS, AIR FRESHENERS	01-16-11-6212	352.94
SAM'S CLUB	00116		6765 08182	13-Jun-17	KITCHEN SUPPLIES	01-16-11-7304	409.81
ST LOUIS AREA INSURANCE TRUST	02406		1965WC	19-Jun-17	1ST HALF WORKERS' COMP INS.	01-16-11-5243	1,617.80
SYSTEMAIRE	00087		62210	09-Jun-17	REPAIR HEAT PUMP #16	01-16-11-6212	176.00
TERMINIX	00711		366109092	15-Jun-17	EXTERIOR BAIT STATIONS-RODENTS	01-16-11-7301	25.00
TERMINIX	00711		366046478	13-Jun-17	PEST CONTROL SERVICE	01-16-11-7301	74.00
TOTAL LOCK & SECURITY	00260		38891	28-Jun-17	CELL PAD DOOR LOCK REPAIR	01-16-11-6212	135.63
Total							***8,568.67***

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

POLICE - ADMIN 7/11/2017

Vendor Name	Vendor	PO #	Invoice #	Invoice Date	Description	Account	Invoice Amount
BRADFORD SYSTEMS CORP.	01903		28447-1	15-Jun-17	BINS FOR EVIDENCE ROOM	01-21-11-7304	540.25
ENVIRONMENTAL MANAGEMENT ALTERNATIVES	02712		11316	11-May-17	REMOVAL OF LEAD IN RANGE	01-21-11-9501	640.35
LEON UNIFORM	00125		413896	16-Jun-17	SGT RET BADGE, LT BADGE, CASES	01-21-11-7306	315.98
MOLEAC	01091		2017-06	01-Mar-17	2017 ANNUAL MEMBERSHIP FEES	01-21-11-6262	50.00
REJIS	00050		INV0054726B	15-Jun-17	ASA 5505 MAINT-JUNE 2017	01-21-11-6202	20.77
REJIS	00050		INV0054726B	15-Jun-17	IMDS ORACLE DB MAINT-JUN 2017	01-21-11-6202	21.00
REJIS	00050		INV0054726B	15-Jun-17	10% SUB. FEE REBATE-JUNE 2017	01-21-11-6202	(604.56)
REJIS	00050		INV0054726B	15-Jun-17	LIVESCAN CONNECTION-JUNE 2017	01-21-11-6202	50.00
REJIS	00050		INV0054726B	15-Jun-17	WIRELESS SERVICE FEE-JUNE 2017	01-21-11-6202	8.00
REJIS	00050		INV0054726B	15-Jun-17	12 DATA LINES-JUNE 2017	01-21-11-6253	588.00
REJIS	00050		00030121	15-Jun-17	MCAFEE AV ANNUAL SUPPORT	01-21-11-6202	280.00
REJIS	00050		INV0054727	16-Jun-17	FRID BADGES FOR EXPIRED BADGES	01-21-11-6213	30.00
REJIS	00050	P002467	INV0054726	15-Jun-17	SUBSCRIPTION FEES-JUNE 2017	01-21-11-6202	4,030.39
REJIS	00050	P002469	INV0054726A	15-Jun-17	SOFTWARE SVCS-JUNE 2017	01-21-11-6213	1,155.00
ST LOUIS AREA INSURANCE TRUST	02406		1965WC	19-Jun-17	1ST HALF WORKERS' COMP INS.	01-21-11-5243	6,710.54
VERIZON WIRELESS	01048		9787692288	18-Jun-17	MONTHLY AIR CARD CHARGES	01-21-11-6253	40.01
Total							***13,875.73***

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

POLICE - INVESTIGATIONS 7/11/2017

Vendor Name	Vendor	PO #	Invoice #	Invoice Date	Description	Account	Invoice Amount
REJIS	**00050**		**INV0054726B**	15-Jun-17	**IMDS ORACLE DB MAINT-JUN 2017**	01-21-21-6202	10.50
SIRCHIE	**00298**		**0304408-IN**	09-Jun-17	**EVIDENCE SUPPLIES**	01-21-21-7304	100.40
SIRCHIE	**00298**		**0306423-IN**	26-Jun-17	**EVIDENCE SUPPLIES**	01-21-21-7304	197.36
ST LOUIS AREA INSURANCE TRUST	**02406**		**1965WC**	19-Jun-17	**1ST HALF WORKERS' COMP INS.**	01-21-21-5243	7,283.26
Total							***7,591.52***

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

POLICE - PATROL 7/11/2017

Vendor Name	Vendor	PO #	Invoice #	Invoice Date	Description	Account	Invoice Amount
ALL STAR DODGE CHRYSLER JEEP	01821		6098290-1	26-Jun-17	CHECK VEHICLE NOISE CAR 2405	01-21-22-6210	99.00
CUSTOM CITY CYCLE, INC.	02674		3772	27-Jun-17	SERVICE ON MOTOR 2420	01-21-22-6210	201.60
CUSTOM CITY CYCLE, INC.	02674		3778	21-Jun-17	5000 MILE SERVICE MOTOR 2421	01-21-22-6210	419.58
DEFENDER PRODUCT SOLUTIONS, LLC	02751		1023	16-Jun-17	CHARGEGUARD CAR 2407	01-21-22-6210	97.50
DEFENDER PRODUCT SOLUTIONS, LLC	02751		1024	16-Jun-17	CHARGE GUARD CAR 2403	01-21-22-6210	97.50
DEFENDER PRODUCT SOLUTIONS, LLC	02751		1026	16-Jun-17	GUN LOCK TIMER IN CAR 2416	01-21-22-6210	105.00
DEFENDER PRODUCT SOLUTIONS, LLC	02751		1025	20-Jun-17	RUMBLER FOR 2424	01-21-22-9503	698.99
DOBBS TIRE & AUTO	00095	P002758	296712	15-Jun-17	STATE TIRE FEE	01-21-22-6210	3.00
DOBBS TIRE & AUTO	00095	P002758	296712	15-Jun-17	2 TIRES FOR EXPLORER	01-21-22-6210	252.52
DOBBS TIRE & AUTO	00095	P002758	296712	15-Jun-17	4 TIRES FOR CHARGER	01-21-22-6210	544.08
ED. ROEHR SAFETY PRODUCTS	00234		466419	28-Jun-17	HELMET FOR TRAFFIC OFFICER	01-21-22-7308	287.90
KUSTOM SIGNALS, INC.	00347		54228	22-Jun-17	BATTERY ASSY FOR MOTORCYCLE	01-21-22-6210	130.00
LEON UNIFORM	00125		414634	26-Jun-17	2 TRAFFIC VEST FOR CHAPLAINS	01-21-22-7308	99.98
LEON UNIFORM	00125		411630	12-Jun-17	T AND E MOCK TURTLE NECK	01-21-22-7308	57.00
LEON UNIFORM	00125		410999	12-Jun-17	HARTMAN UNFORM FBI/NA	01-21-22-7308	168.72
LEON UNIFORM	00125	P002762	414131	26-Jun-17	HOLSTER FOR NEW HIRE	01-21-22-5107	130.00
LEON UNIFORM	00125	P002762	414036-01	26-Jun-17	UNIFORM ITEMS FOR NEW HIRE	01-21-22-5107	1,054.07
LEON UNIFORM	00125	P002762	414036	19-Jun-17	MISC UNIFORM ITEMS FOR DEVIN C	01-21-22-5107	296.41
LEON UNIFORM	00125	P002761	414058	26-Jun-17	BALLISTIC VEST FOR DEVIN COLE	01-21-22-9503	775.00
LOWE AUTOMOTIVE WAREHOUSE	02680		10-828433	23-Jun-17	3000 MILE SERVICE CAR 2407	01-21-22-6210	53.92
OFFICE DEPOT	00045		934038715001	07-Jun-17	SUPPLIES FOR PRESENTATIONS	01-21-22-7314	103.82
ST LOUIS AREA INSURANCE TRUST	02406		1965WC	19-Jun-17	1ST HALF WORKERS' COMP INS.	01-21-22-5243	58,436.92
Total							***64,112.51***

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

Public Works 7/11/2017

Vendor Name	Vendor	PO #	Invoice #	Invoice Date	Description	Account	Invoice Amount
CARTER-WATERS LLC	**00011**		**29116166**	23-Jun-17	**CONCRETE TESTING SUPPLIES**	01-31-11-7302	25.13
ST LOUIS AREA INSURANCE TRUST	**02406**		**1965WC**	19-Jun-17	**1ST HALF WORKERS' COMP INS.**	01-31-11-5243	1,555.62
Total							**1,580.75**

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

STREETS 7/11/2017

Vendor Name	Vendor	PO #	Invoice #	Invoice Date	Description	Account	Invoice Amount
ARAMARK UNIFORM SERVICES	01550		312536973A	20-Jun-17	MOP RENTAL (6/20/17)	01-31-41-6212	4.39
ARAMARK UNIFORM SERVICES	01550		312561546	27-Jun-17	MOP RENTAL (6/27/17)	01-31-41-6212	4.39
ARAMARK UNIFORM SERVICES	01550		312561546	27-Jun-17	UNIFORM RENTAL (6/26/17)	01-31-41-7308	76.90
ARAMARK UNIFORM SERVICES	01550	P002717	312536973	20-Jun-17	UNIFORM RENTAL (6/20/17)	01-31-41-7308	68.74
BLUE CHIP EXTERMINATING	01980		9233245	13-Jun-17	PEST CONTROL AT SHOP	01-31-41-7301	26.00
CBB	02646		00009	20-Jun-17	TRAFFIC SIGNAL MAINT SVCS	01-31-41-6251	2,127.88
CREST INDUSTRIES, INC.	00826		2366328	21-Mar-17	CIRCULAR SAW BALDE	01-31-41-6211	123.20
CREST INDUSTRIES, INC.	00826		2382819	27-Jun-17	SHOP STOCK EQUIPMENT	01-31-41-6211	212.98
EXCEL TEMPORARY SERVICES	02676		1261-2500003030B1	12-Jun-17	TEMP PERSONNEL W/O 6/5/17	01-31-41-6207	1,126.89
EXCEL TEMPORARY SERVICES	02676		1261-2500003042	19-Jun-17	TEMP PERSONNEL W/O 6/12/17	01-31-41-6207	943.06
EXCEL TEMPORARY SERVICES	02676	P002547	1261-2500003030A	12-Jun-17	TEMP PERSONNEL W/O 6/5/17	01-31-41-6207	671.07
FRED WEBER	00023		12112260	20-Jun-17	PATCH MATERIAL-EMERALD GREEN	01-31-41-7305	423.00
FRED WEBER	00023		12113123	22-Jun-17	PATCH MATERIAL-SUNSWEPT	01-31-41-7305	300.60
FRED WEBER	00023		12111429	16-Jun-17	PATCH MATERIAL FOR EMERALD GRN	01-31-41-7305	245.40
FRED WEBER	00023		12110765	14-Jun-17	STONE FOR 12326 HIBLER	01-31-41-7308	57.28
FRED WEBER	00023		12112259	20-Jun-17	STONE FOR 12326 HIBLER	01-31-41-7318	81.44
HOME DEPOT	00117		9025079	23-Jun-17	PARTS FOR BUCKET TRUCK	01-31-41-6210	42.26
HOME DEPOT	00117		9025080	23-Jun-17	MARKER PAINT-EAB PROGRAM	01-31-41-6212	89.76
HOME DEPOT	00117		1637485	02-May-17	FLOORING MATERIAL FOR SHOP	01-31-41-9501	38.83
HOME DEPOT	00117		1687419	02-May-17	FLOORING MATERIALS FOR SHOP	01-31-41-9501	194.15
LOWE AUTOMOTIVE WAREHOUSE	02680		10-829534	26-Jun-17	PARTS FOR TRUCK 203	01-31-41-6210	143.17
MILBRADT	00040		905473	21-Jun-17	FUEL FILTER FOR GATOR	01-31-41-6211	3.08
MILBRADT	00040		905503	21-Jun-17	PARTS FOR CHAINSAW	01-31-41-6212	258.21
MILBRADT	00040		905341	19-Jun-17	BRAKE CABLE FILTER FOR MOWER	01-31-41-6211	21.98
O'REILLY AUTO PARTS	00970		1388-234874	17-Jun-17	PARTS FOR CHIPPER	01-31-41-6211	*48.56*
O'REILLY AUTO PARTS	00970		1388-234795	16-Jun-17	EQUIPMENT ITEMS	01-31-41-6211	65.16
O'REILLY AUTO PARTS	00970		1388-235575	23-Jun-17	AIR FILTERS FOR CHIPPER	01-31-41-6211	49.68
O'REILLY AUTO PARTS	00970		1388-235576	23-Jun-17	AIR FILTER CHIPPER #606	01-31-41-6211	30.16
SAM'S CLUB	00116		9025079	23-Jun-17	PARTS FOR BUCKET TRUCK	01-31-41-6210	42.26
ST LOUIS AREA INSURANCE TRUST	02406		1965WC	19-Jun-17	1ST HALF WORKERS' COMP INS.	01-31-41-5243	18,753.16
ST LOUIS COMPOSTING, INC.	01352		51624	28-Jun-17	TOP SOIL ASH TREE REMOVAL	01-31-41-6212	260.00
ST LOUIS COMPOSTING, INC.	01352		70742	29-Jun-17	REMOVE LARGE LOGS EAB PROGRAM	01-31-41-6212	55.00
ST LOUIS COMPOSTING, INC.	01352		70721	29-Jun-17	REMOVE LOGS ASH TREE PROGRAM	01-31-41-6212	55.00
ST LOUIS COMPOSTING, INC.	01352		70736	29-Jun-17	REMOVE LOGS ASH TREE PROGRAM	01-31-41-6212	55.00
ST LOUIS SAFETY, INC.	00692		564589	23-Jun-17	PARTS FOR CHIPPER	01-31-41-6211	82.27
THE GREENWOOD GROUP LLC	00593	P002693	13187	24-Jun-17	GROUNDS MAINTENANCE SERVICES	01-31-41-6212	2,360.00
THE GREENWOOD GROUP LLC	00593	P002693	13089	12-Jun-17	IRRIGATION REPAIRS OLIVE AT ST	01-31-41-6212	303.60

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

STREETS 7/11/2017

Vendor Name	Vendor	PO #	Invoice #	Invoice Date	Description	Account	Invoice Amount
THE GREENWOOD GROUP LLC	**00593**	P002692	**13291**	24-Jun-17	**RIGHT OF WAY MAINTENANCE SERVI**	01-31-41-6212	2,051.75
TRAFFIC CONTROL COMPANY	**00562**		**3388**	29-Jun-17	**STREET SIGNS FOR PARADE**	01-31-41-7311	105.00
TRAFFIC CONTROL COMPANY	**00562**		**3218**	26-Jun-17	**SIGNS FOR LADUE ROAD**	01-31-41-7311	279.00
WEBER CHEVROLET	**00311**		**1923663**	26-Jun-17	**REPAIRS TO TRUCK 203**	01-31-41-6210	145.72
Total							***32,025.98***

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

HEALTH & ENVIRONMENT 7/11/2017

Vendor Name	Vendor	PO #	Invoice #	Invoice Date	Description	Account	Invoice Amount
CRITTER CONTROL OF ST. LOUIS	**01836**		**729760**	01-Jun-17	**DEAD DEER REMOVAL**	01-31-42-6214	300.00
REPUBLIC SERVICES	**00105**	P002505	**0346-019111968**	15-Jun-17	**RESIDENTIAL SVC-JUNE 2017**	01-31-42-6214	63,656.98
REPUBLIC SERVICES	**00105**	P002505	**346019130566**	20-Jun-17	**CONDO SERVICE-JUNE 2017**	01-31-42-6214	1,842.50
Total							***65,799.48***

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

PARKS 7/11/2017

Vendor Name	Vendor	PO #	Invoice #	Invoice Date	Description	Account	Invoice Amount
ARAMARK UNIFORM SERVICES	01550		312561546	27-Jun-17	UNIFORM RENTAL (6/26/17)	01-31-43-7308	25.64
ARAMARK UNIFORM SERVICES	01550	P002718	312536973B	20-Jun-17	UNIFORM RENTAL & CLEANING	01-31-43-7308	22.91
BLUE CHIP EXTERMINATING	01980		9233245	13-Jun-17	PEST CONTROL AT SHOP	01-31-43-7301	26.00
BRANNEKY HARDWARE	00010		1002100	19-Jun-17	DRINKING FOUNTAIN PARTS	01-31-43-6212	24.58
BRANNEKY HARDWARE	00010		1002104	19-Jun-17	FITTING FOR DRINKING FOUNTAIN	01-31-43-6212	0.99
CREST INDUSTRIES, INC.	00826		2366328	21-Mar-17	CIRCULAR SAW BLADE	01-31-43-6211	41.07
CREST INDUSTRIES, INC.	00826		2382819	27-Jun-17	SHOP STOCK EQUIPMENT	01-31-43-6211	70.99
EXCEL TEMPORARY SERVICES	02676		1261-2500003042	19-Jun-17	TEMP PERSONNEL W/O 6/12/17	01-31-43-6207	314.35
EXCEL TEMPORARY SERVICES	02676		1261-2500003030	12-Jun-17	TEMP PERSONNEL W/O 6/5/17	01-31-43-6207	599.00
FROST ELECTRIC	00128		S3780115.001	12-Jun-17	TENNIS COURT LIGHTS-LAKE SCHOO	01-31-43-6212	140.48
HOME DEPOT	00117		9025079	23-Jun-17	PARTS FOR BUCKET TRUCK	01-31-43-6210	14.09
KIRKWOOD MATERIAL SUPPLY	00209		274894/1	20-Jun-17	MULCH FOR PARKS	01-31-43-7303	91.00
KIRKWOOD MATERIAL SUPPLY	00209		274912/1	20-Jun-17	MULCH FOR PARKS	01-31-43-7303	91.00
LOWE AUTOMOTIVE WAREHOUSE	02680		10-829534	26-Jun-17	PARTS FOR TRUCK 203	01-31-43-6210	47.72
MILBRADT	00040		905473	21-Jun-17	FUEL FILTER FOR GATOR	01-31-43-6211	1.03
MILBRADT	00040		905341	19-Jun-17	BRAKE CABLE FILTER FOR MOWER	01-31-43-6211	7.33
O'REILLY AUTO PARTS	00970		1388-234874	17-Jun-17	PARTS FOR CHIPPER	01-31-43-6211	16.19
O'REILLY AUTO PARTS	00970		1388-234795	16-Jun-17	EQUIPMENT ITEMS	01-31-43-6211	21.72
O'REILLY AUTO PARTS	00970		1388-235575	23-Jun-17	AIR FILTERS FOR CHIPPER	01-31-43-6211	16.56
O'REILLY AUTO PARTS	00970		1388-235576	23-Jun-17	AIR FILTER CHIPPER #606	01-31-43-6211	10.06
SAM'S CLUB	00116		9025079	23-Jun-17	PARTS FOR BUCKET TRUCK	01-31-43-6210	14.09
ST LOUIS AREA INSURANCE TRUST	02406		1965WC	19-Jun-17	1ST HALF WORKERS' COMP INS.	01-31-43-5243	2,775.25
ST LOUIS COMPOSTING, INC.	01352		69830	15-Jun-17	MOVE STUMPS CONWAY PARK	01-31-43-6212	40.00
ST LOUIS SAFETY, INC.	00692		564589	23-Jun-17	PARTS FOR CHIPPER	01-31-43-6211	27.43
WEBER CHEVROLET	00311		1923663	26-Jun-17	REPAIRS TO TRUCK 203	01-31-43-6210	48.57
Total							***4,488.05***

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

PLANNING ########

Vendor Name	Vendor	PO #	Invoice #	Invoice Date	Description	Account	Invoice Amount
CHAMBER OF COMMERCE CREVE COEUR/OLIVETTE	**00136**		**E3298**	13-Jun-17	**JUNE 2017 MEMBERSHIP LUNCH**	01-32-11-6264	22.00
ST LOUIS AREA INSURANCE TRUST	**02406**		**1965WC**	19-Jun-17	**1ST HALF WORKERS' COMP INS.**	01-32-11-5243	295.24
Total							***317.24***

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

BUILDING INSPECTIONS 7/11/2017

Vendor Name	Vendor	PO #	Invoice #	Invoice Date	Description	Account	Invoice Amount
ST LOUIS AREA INSURANCE TRUST	**02406**		**1965WC**	19-Jun-17	**1ST HALF WORKERS' COMP INS.**	01-32-61-5243	11,340.31
TOTAL							**11,340.31**

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

CAPITAL
IMPROVEMENTS

7/11/2017

Vendor Name	Vendor	PO #	Invoice #	Invoice Date	Description	Account	Invoice Amount
GILMORE & BELL, P.C.	**01299**		**4032264**	13-Jun-17	**LEGAL SERVICES BONDS ISSUANCE**	15-61-71-9515-15104	19,067.50
Total							***19,067.50***

CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

CAPITAL IMPROVEMENTS 7/11/2017

Vendor Name	Vendor	PO #	Invoice #	Invoice Date	Description	Account	Invoice Amount
CENTRAL MO CONSTRUCTION LLC	**02774**	P002701	**1**	27-Jun-17	**GALVANIZED TRUSS SALT DOME**	02-61-71-9501-17124	28,978.00
LERITZ CONTRACTING, INC.	**02064**	P002746	**38597**	31-May-17	**LADUE ROAD SLIDE ASPHALT CURB**	02-61-71-9510-17711	3,649.00
M & H CONCRETE	**01333**	P002529	**PAY #9 2016 CON**	20-Jun-17	**CONCRETE PAVEMENT REPLACEMENT**	02-61-71-9510-17602	66,909.72
Total							***99,536.72***

Grand Total of all Invoices ***462,206.08***

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

Meeting: 07/10/17 07:00 PM
Department: Planning Division
Category: New Business
Prepared By: Whitney Kelly
Department Head: Jason Jaggi

TABLED

ORDINANCE

Bill No. 5653 - an Ordinance Repealing Ordinance Number 5471 and Amending the Conditional Use Permit Approved by Ordinance Number 2240 to Authorize Renovation to the Building Located at 11858 Olive Boulevard Within the Plaza Motors Campus for the Plaza BMW Dealership. Withdrawn

Brian DePouli, of Asbury Automotive Group, has submitted a request to amend the conditional use permit and site development plan for Plaza Motors to allow a service bay addition to the rear and showroom addition to the front as part of an exterior renovation of the Plaza BMW Dealership building located at 11858 Olive Boulevard. Ordinance No. 5471, approved on May 9, 2016, authorized the renovation and site development plan for the Plaza BMW. However, this ordinance has lapsed, and the Applicant is seeking additional revisions to the facade. Planning and Zoning recommended approval with conditions on June 5, 2017. Deferred at the June 26, 2017 meeting. The Applicant has indicated that they do not wish to pursue the renovation of the building at this time.

Whitney Kelly <wkelly@crevecoeurmo.gov>

Plaza BMW

Brian DePouli <bdepouli@asburyauto.com> Thu, Jul 6, 2017 at 3:35 PM
To: Whitney Kelly <wkelly@crevecoeurmo.gov>
Cc: Jason Jaggi <jjaggi@crevecoeurmo.gov>

Thank for the reminder.

We request withdrawal of our Plaza BMW CUP application. We greatly appreciate the relationship with the and efforts by staff, but have decided not to move forward with a renovation at this time.

Brian DePouli

Director of Construction and Facilities

Asbury Automotive Group

2905 Premiere Parkway

Duluth, GA 30097

2421 Riders Glen Ct

Concord, NC 28027

Dedicated to problem solving, finding the optimal solution within a set of constraints, using partnership and process.

Please excuse any misspellings and the brevity of this message sent from my wireless device.

On Jul 6, 2017 3:33 PM, Whitney Kelly <wkelly@crevecoeurmo.gov> wrote:

This email is from a non-certified external source. Please exercise caution when opening attachments or clicking links.

[Quoted text hidden]

If you have received this message by mistake, please notify the City of Creve Coeur IT Coordinator (314-872-2509)and delete this message from your system. All email to and from the City are checked for viruses. Although this e-mail and any attachment(s) are believed to be free of any virus, worm, or other digital illness or defect that might affect any computer system that receives and opens this message, it is the responsibility of the recipient to make sure that it is free from any virus or other defect. The City does not accept, and specifically disclaims, any responsibility or liability for any loss or damage arising from the receipt or use of this message, and any attachment(s) in any way.

BILL NO. 5653 **ORDINANCE NO. _____**

AN ORDINANCE REPEALING ORDINANCE NUMBER 5471 AND AMENDING THE CONDITIONAL USE PERMIT APPROVED BY ORDINANCE NUMBER 2240 TO AUTHORIZE RENOVATION TO THE BUILDING LOCATED AT 11858 OLIVE BOULEVARD WITHIN THE PLAZA MOTORS CAMPUS FOR THE PLAZA BMW DEALERSHIP

WHEREAS, under Section 405.370(C), new and used automotive dealers in the "CB", Commercial zoning district require the issuance of a conditional use permit as provided in Section 405.1070, Conditional Use Permits; and

WHEREAS, conditional use permit ordinance #2240 was approved by the City Council on November 10, 2003, for the operation of a new and used automotive dealership for Plaza Motors pursuant to its current campus layout; and

WHEREAS, Ordinance 5471 was approved by the City Council on May 9, 2016 authorizing the renovation and showroom addition for the Plaza BMW Dealership, however construction did not start within the one year time-frame and the ordinance has lapsed.

WHEREAS, An application was submitted by Brian DePouli, of Asbury Automotive Group, to amend the conditional use permit and site development plan for Plaza Motors to allow a service bay addition to the rear and showroom addition to the front with revised elevations, as part of an exterior renovation of the Plaza BMW Dealership building located at 11858 Olive Boulevard; and

WHEREAS, Section 405.1070 provides, in part, that any future enlargement or alteration in the use of the structure or site must be approved by the City Council upon receipt of the recommendation of the Planning and Zoning Commission as an amendment to the conditional use permit before a building permit for the enlargement or alteration may be issued; and

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Monday, June 5, 2017, beginning at 6:30 p.m. or immediately following the close of the previous public hearing, on said application for the amendment to 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 7-0 vote, recommended approval of the request, subject to the conditions contained herein, at its meeting on June 5, 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 amended conditional use, when subject to certain conditions set forth herein:

1. Complies with all other applicable provisions of this Chapter including environmental performance standards presented in Section 405.550, the criteria in Section 405.470 and the standards of this Chapter in regard to yard and

BILL NO. _5653___ **ORDINANCE NO. _____**

setback, parking and loading areas, screening and buffering, refuse, storage and service areas and signs.

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 ordained by the City Council of the City of Creve Coeur, Missouri, as follows:

Section 1: Ordinance Number 5471 is hereby repealed.

Section 2: Section 2 of Ordinance Number 2240 shall be amended to include the renovation of the building located at 11858 Olive Boulevard for the Plaza BMW Showroom in accordance with the "Site Development Plan" and "Exterior Elevations," as prepared by Praxis3 Archtecture + Multidisciplinary Design and the "Master Planting Plan" as prepared by Landscape Technologies, respectively, submitted on May 5, 2017 except as modified below, subject to the conditions set forth herein. Except as expressly amended by this Ordinance, all provisions of Ordinance 2240 shall remain in full force and effect.

1. The applicant shall submit a Site Improvement Permit application, showing all exterior and landscape improvements, as required by Section 420.070 of the Land Disturbance Code. The permit application shall be in substantial conformance with the "Site Development Plan" and "Exterior Elevations," as prepared by Praxis3 Archtecture + Multidisciplinary Design and the "Master Planting Plan" as prepared by Landscape Technologies submitted May 5, 2017 as bound together and submitted in conjunction with Application #17-019 by Asbury Automotive Group.
2. The North Elevation shall be revised to include an all EIFS/Stucco "slice wall".
3. Pedestrian pathways shall remain unobstructed and not impair pedestrian movement.
4. The maximum number of vehicles in the display area along Olive Boulevard shall be no more than eight vehicles and no more than four on either side of the sign. The fountain shall remain in working order, and vehicles shall not be displayed over that area.
5. The Landscape Plan shall be revised to mimic the curve on the east corner of the display plaza for the west corner subject to the Zoning Administrator's approval. Vegetation that is totally or predominantly dead and/or disfigured due to disease or injury shall be replaced as needed and in a prompt and workmanlike manner as dictated by accepted horticultural standards.
6. All lighting shall be downcast and fully shielded in compliance with Section 405.680, Lighting, of the Zoning Code.
7. All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code, and the approved Master Sign Plan for the Plaza Motors Campus.
8. The owner of the property shall address any outstanding property maintenance violations on the property to the satisfaction of the Chief Building Official prior to the issuance of a final Certificate of Occupancy.

BILL NO. _5653___ **ORDINANCE NO. _____**

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.
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 an amended 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 as well as previously imposed conditions. 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.

_____
ROBERT HOFFMAN
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2017.

_____
BARRY GLANTZ
MAYOR

ATTEST:

_____
DEBORAH RYAN, MPCC
CITY CLERK

Jason Jaggi <jjaggi@crevecoeurmo.gov>

Plaza BMW

1 message

Brian DePouli <bdepouli@asburyauto.com> Wed, Jun 21, 2017 at 9:17 AM
To: Jason Jaggi <jjaggi@crevecoeurmo.gov>

We would like to request that our application for Plaza BMW be continued to the next Council meeting, July 10th

BRIAN DEPOULI

DIRECTOR OF CONSTRUCTION AND FACILITIES

Asbury Automotive Group

2905 Premiere Parkway, Suite 300

Duluth, GA 30097

2421 Riders Glen Ct NW

Concord, NC 28027

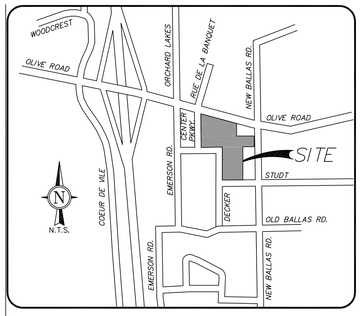
704-905-4989

Dedicated to problem solving, finding the optimal solution within a set of constraints, using partnership and process.

my LinkedIn profile

SITE DEVELOPMENT PLAN
PLAZA BMW

A TRACT OF LAND BEING PART OF LOT B OF "THE BOUNDARY ADJUSTMENT PLAT OF A TRACT OF LAND BEING PART OF LOTS 3 & 4 OF "STUDT'S HOME PLACE" LOT 7 OF THE LAKE HOUSE FARM SUBDIVISION AND PART OF VACATED DECKER LANE" PART LOTS 1, 2 & 3 OF LAKE HOUSE FARM PLAT NO. 2 PART OF LOTS 7 & 8 OF THE LAKE HOUSE FARM SUBDIVISION IN SECTION 3, TOWNSHIP 45 NORTH, RANGE 5 EAST IN THE CITY OF CREVE COEUR, THE COUNTY OF ST. LOUIS, MISSOURI



LEGAL DESCRIPTION

A tract of land situated in the City of Creve Coeur, the County of St. Louis, and the State of Missouri, lying in part of Section 3, Township 45 North, Range 5 East, being part of Lot B of the Boundary Adjustment Plat of part of Lots 3 & 4 of 'Studt's Home Place', part of Lot 7 of the 'Lake House Farm Subdivision', and part of Vacated Decker Lane, said Boundary Adjustment filed for record in Plat Book 345 page 557 of the Land Records of said St. Louis County, Missouri, and part of Lot 7 of The Lake House Farm Subdivision as filed for record in Plat Book 9 page 74 of the land records of the City (former County) of St. Louis, and part of Lots 1, 2, and 3 of Lake House Farm Plat No. 2, a subdivision filed for record in Plat Book 43 page 16 of said Land records of St. Louis County, Missouri, and being more particularly described as follows:

BEGINNING at the Southeast corner of said Lot B, said corner being on the North right-of-way line of Studt Avenue, 50 feet wide; thence along said North right-of-way line of Studt Avenue, N89°04'04"W a distance of 163.94 feet to a point of curvature; thence 38.91 feet along the arc of a curve to the right, having a radius of 25.00 feet, through a central angle of 89°10'00", with a chord that bears N44°29'04"W a distance of 35.10 feet to a point of tangency on the East right-of-way line of Decker Lane, 50 feet wide; thence continuing along said East right-of-way line of Decker Lane, N00°05'56"E a distance of 389.19 feet; thence continuing along said East right-of-way line of Decker Lane S89°49'09"E a distance of 5.00 feet; thence continuing along said East right-of-way line of Decker Lane, N00°05'56"E a distance of 24.45 feet to a point of curvature; thence continuing along said East right-of-way line of Decker Lane, 282.74 feet along the arc of a curve to the left, having a radius of 180.00 feet, through a central angle of 90°00'00", with a chord that bears N44°54'04"W a distance of 254.56 feet to a point of tangency on the North right-of-way line of said Decker Lane; thence along said North right-of-way line of said Decker Lane, N89°54'04"W a distance of 66.85 feet to a point of curvature; thence 61.26 feet along the arc of a curve to the right, having a radius of 39.00 feet, through a central angle of 90°00'00", with a chord that bears N44°54'04"W a distance of 55.15 feet to a point of tangency on the East right-of-way line of Center Parkway Drive, 80 feet wide; thence along said East right-of-way line of Center Parkway Drive, N00°05'56"E a distance of 262.26 feet; thence continuing along said East right-of-way line of Center Parkway Drive, N89°40'21"E a distance of 1.47 feet; thence 97.57 feet along the arc of a curve to the right, having a radius of 50.88 feet, through a central angle of 109°52'22", with a chord that bears N54°25'26"E a distance of 83.30 feet to the Southern right-of-way line of Olive Street Road (Missouri State Route 340), width varies; thence along said Southern right-of-way line of Olive Street Road, S70°38'23"E a distance of 192.50 feet; thence continuing along said Southern right-of-way line of Olive Street Road, S70°38'25"E a distance of 116.96 feet; thence continuing along said Southern right-of-way line of Olive Street Road, S74°08'01"E a distance of 37.14 feet; thence S70°09'48"E a distance of 61.01 feet; thence continuing along said Southern right-of-way line of Olive Street Road, S70°45'53"E a distance of 91.84 feet to a point of curvature; thence continuing along said Southern right-of-way line of Olive Street Road, 62.91 feet along the arc of a curve to the left, having a radius of 2,920.93 feet, through a central angle of 01°14'02", with a chord that bears S71°22'54"E a distance of 62.91 feet to the intersection of said Southern right-of-way line of Olive Street Road and the West line of a tract of land conveyed to Western Oil, Inc. as described in Deed Book 15603 Page 315 of said Land records of St. Louis County, Missouri; thence leaving said Southern right-of-way line of Olive Street Road along said West line of the Western Oil, Inc. tract, S00°10'51"W a distance of 174.40 feet to the Southwest corner of said Western Oil, Inc. tract; thence along the South line of said Western Oil, Inc. tract, S89°49'09"E a distance of 159.73 feet to the intersection of said South line of said Western Oil, Inc. tract and the West right-of-way line of New Ballas Road, width varies; thence leaving said South line of said Western Oil, Inc. tract along said West right-of-way line of New Ballas Road, S02°06'51"W a distance of 69.94 feet to a point of curvature; thence continuing along said West right-of-way line of New Ballas Road, 118.62 feet along the arc of a curve to the left, having a radius of 2,905.00 feet, through a central angle of 02°20'22", with a chord that bears S00°56'40"W a distance of 118.61 feet to the intersection of said West right-of-way line of New Ballas Road and the North line of Lot A of said Boundary Adjustment Plat filed for record in Plat Book 345 page 55; thence leaving said West right-of-way line of New Ballas Road along said North line of Lot A, N89°49'09"W a distance of 204.60 feet; thence continuing along said North line of Lot A, S00°05'56"W a distance of 4.75 feet; thence continuing along said North line of Lot A, N89°49'09"W a distance of 94.46 feet to the Northwest corner of said Lot A; thence along the West line of said lot A, S00°05'56"W a distance of 28.37 feet; thence continuing along said West line of Lot A, S89°49'09"E a distance of 12.34 feet; thence continuing along said West line of Lot A, S00°05'56"W a distance of 392.17 feet to the point of beginning.

Containing 7.769 Acres.

PREPARED FOR:
ASBURY AUTOMOTIVE GROUP
CONTACT: BRIAN DEPOUILI
2905 PREMIERE PARKWAY, SUITE 300
DULUTH, GA 30097
PH: (770)418-8343

© 2013 Grimes Consulting, Inc. All rights reserved

J:\2537\Plans\Plaza.ILR-TitleBlock.dwg|2/5/2013 11:19 AM|Jim Whaler

GRIMES CONSULTING, INC.
Civil Engineering & Surveying Services
GRIMES CONSULTING, INC.
PROFESSIONAL ENGINEER CORPORATION, E-1470-0
PROFESSIONAL LAND SURVEYING CORPORATION, LS-343-0
12300 OLD TESSON ROAD
SUITE 3000
ST. LOUIS, MO 63128
PH: (314) 849-6010
FAX: (314) 849-6010
www.grimesconsulting.com

PRAXIS3
architecture + multidisciplinary design
1776 Peachtree St, NW
Suite 400 South
Atlanta, GA 30309
404-875-4500 tel
404-876-8884 fax
www.praxis3.com

STATE OF MISSOURI
LEONARD J. MEERS
NUMBER E-28288
REGISTERED PROFESSIONAL ENGINEER
5/14/13

LEONARD J. MEERS
PROFESSIONAL ENGINEER
E-28288

Copyright (c) 2013 Praxis3, PC

All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by Praxis3 shall retain all common law, statutory and other reserved rights, including copyright thereto.

This drawing may not be reproduced in whole or in part without written permission of Praxis3. It is to be returned upon request. Scales as stated are valid on the original drawings which are 30" x 42".

Rev	Date	Comments
2	09.21.16	Permit Revision
3	10.31.16	Tricarioco's Comments

Client:
Asbury Automotive Group
2905 Premiere Parkway
Ssuite 300
Duluth, GA 30097

Project:
Plaza BMW Creve Coeur
11858 Olive Blvd.
Creve Coeur, MO 63141

Project Number: -
Grimes Project Number: 2757

Site Key Plan:

Sheet Title:
EXISTING SITE PLAN

Sheet Number:
C1.0

CUP PLAN 5/4/17

MSD BASE MAP 1702
MSD P-16463-05
LOC. NO. 170612359
ZIP CODE 63141

(IN FEET)
1 inch = 20 ft.

PERTINENT DATA

SITE ADDRESS	11830–11912 OLIVE BLVD. 700–740 DECKER LN ST. LOUIS, MO 63141
LOCATOR NUMBER	17O 61 2359, 2360, 2371, 2372 0951 & 0952
EXISTING ZONING	CORE BUSINESS DISTRICT
SITE AREA	7.77 ACRES
WATER SHED	DEER CREEK
WATER DISTRICT	MISSOURI–AMERICAN WATER
FIRE DISTRICT	CREVE COEUR
SCHOOL DISTRICT	PARKWAY
SEWER DISTRICT	M.S.D.
GAS SERVICE	LACLEDE GAS
ELECTRIC SERVICE	AMEREN UE
PHONE SERVICE	AT&T
FEMA MAP NUMBER	29189C0162H DATE: AUGUST 2, 1995

LOT COVERAGE

EXISTING LOT = 7.77 ACRES

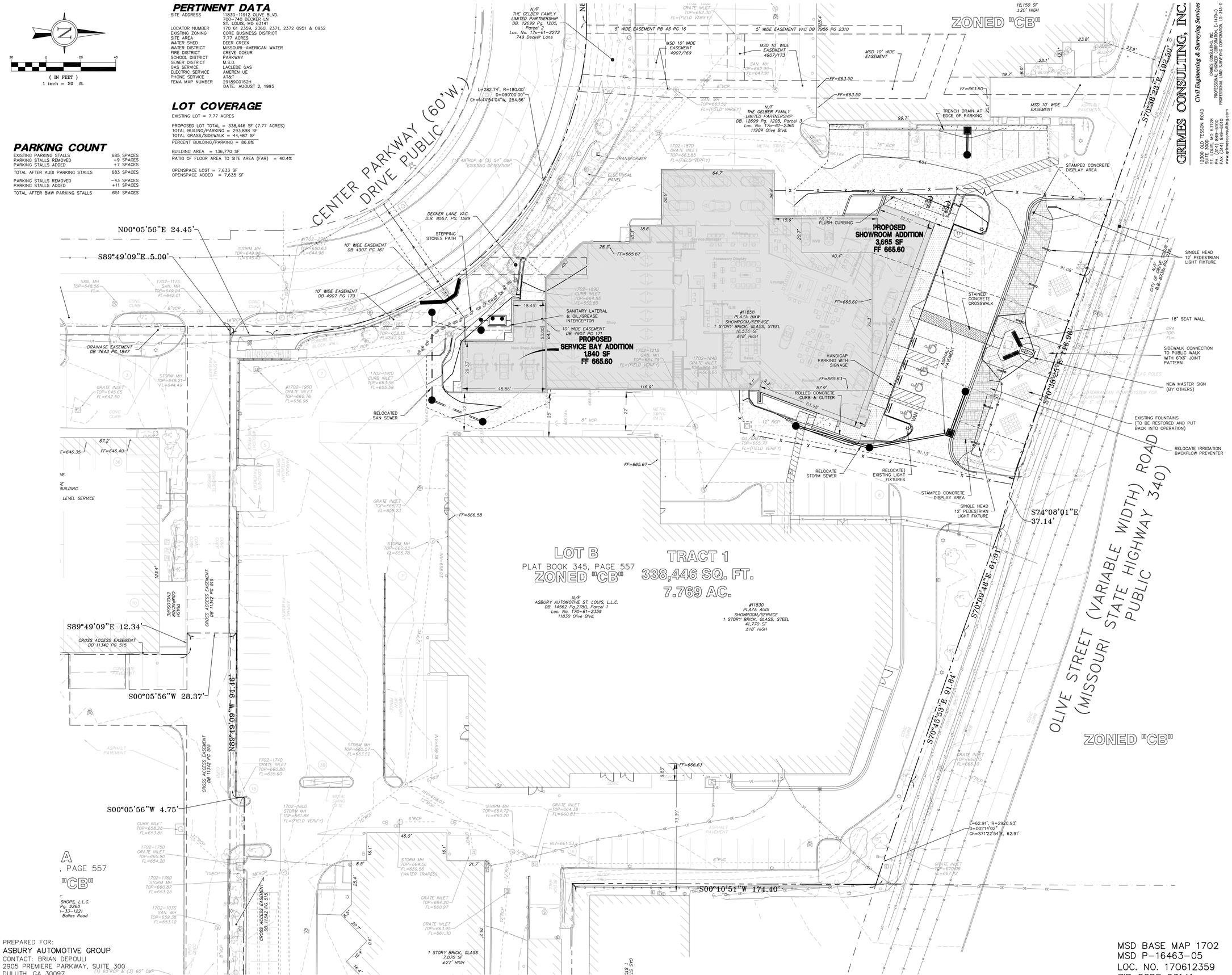
PROPOSED LOT TOTAL = 338,446 SF (7.77 ACRES)
TOTAL BUILING/PARKING = 293,898 SF
TOTAL GRASS/SIDEWALK = 44,487 SF
PERCENT BUILDING/PARKING = 86.8%

BUILDING AREA = 136,770 SF
RATIO OF FLOOR AREA TO SITE AREA (FAR) = 40.4%

OPENSPACE LOST = 7,633 SF
OPENSPACE ADDED = 7,635 SF

PARKING COUNT

EXISTING PARKING STALLS	685 SPACES
PARKING STALLS REMOVED	–9 SPACES
PARKING STALLS ADDED	+7 SPACES
TOTAL AFTER AUDI PARKING STALLS	683 SPACES
PARKING STALLS REMOVED	–43 SPACES
PARKING STALLS ADDED	+11 SPACES
TOTAL AFTER BMW PARKING STALLS	651 SPACES



PREPARED FOR:
ASBURY AUTOMOTIVE GROUP
CONTACT: BRIAN DEPOULI
2905 PREMIERE PARKWAY, SUITE 300
DULUTH, GA 30097
PH: (770)418–8343

© 2013 Grimes Consulting, Inc. All rights reserved

J:\2537\Plans\Plaza\LR-TitleBlock.dwg(2/5/2013 11:19 AM,tim Whisler

PRAXIS3
architecture + multidisciplinary design
1776 Peachtree St, NW
Suite 400 South
Atlanta, GA 30309
404-875-4500 tel
404-876-8884 fax
www.praxis3.com

STATE OF MISSOURI
LEONARD J. MEERS
NUMBER E-28288
REGISTERED PROFESSIONAL ENGINEER
5/16/17

LEONARD J. MEERS
PROFESSIONAL ENGINEER
E–28288

Copyright (c) 2013 Praxis3, PC

All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by Praxis3 shall retain all common law, statutory and other reserved rights, including copyright thereto.

This drawing may not be reproduced in whole or in part without written permission of Praxis3. It is to be returned upon request. Scales as stated are valid on the original drawings which are 30" x 42".

Rev	Date	Comments
2	09.21.16	Permit Revision
3	10.31.16	Tricarioco's Comments

Client:
Asbury Automotive Group
2905 Premiere Parkway
Ssuite 300
Duluth, GA 30097

Project:
Plaza BMW Creve Coeur
11858 Olive Blvd.
Creve Coeur, MO 63141

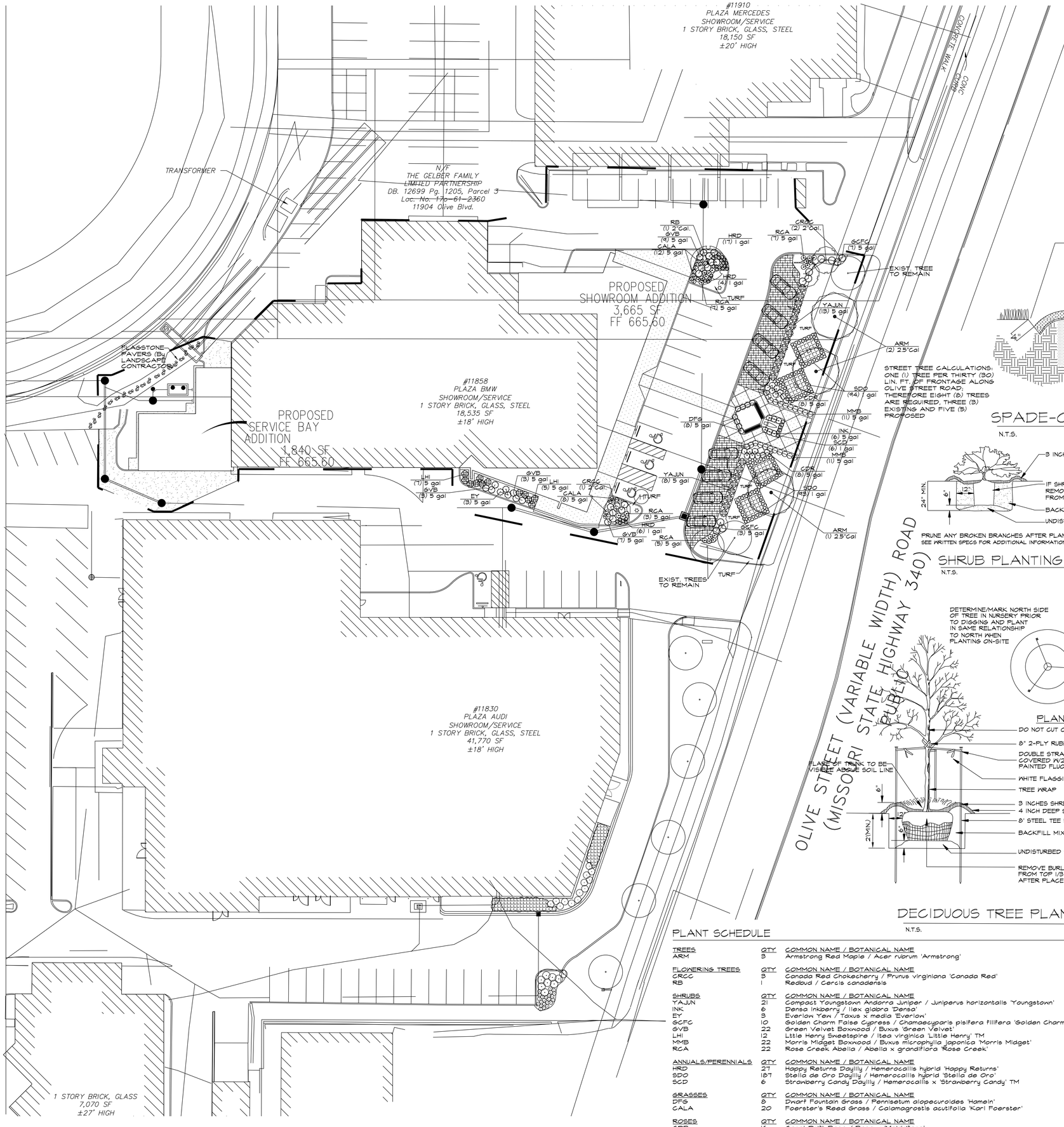
Project Number: -
Grimes Project Number: 2757

Site Key Plan:

Sheet Title:
SITE PLAN

Sheet Number:
C2.0

CUP PLAN 5/4/17

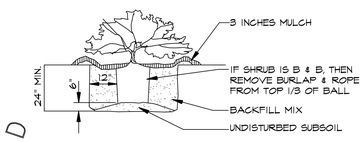


PLANT SCHEDULE

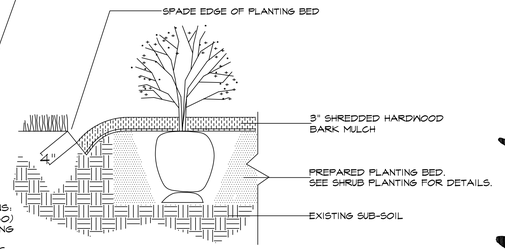
TREES	QTY	COMMON NAME / BOTANICAL NAME	SIZE
ARM	3	Armstrong Red Maple / Acer rubrum 'Armstrong'	2.5"Cal
FLOWERING TREES	**QTY**	**COMMON NAME / BOTANICAL NAME**	**SIZE**
CRCC	3	Canada Red Chokecherry / Prunus virginiana 'Canada Red'	2"Cal.
RB	1	Redbud / Cercis canadensis	2"Cal.
SHRUBS	**QTY**	**COMMON NAME / BOTANICAL NAME**	**SIZE**
YAJUN	21	Compact Youngstown Andorra Juniper / Juniperus horizontalis 'Youngstown'	5 gal
INK	6	Dense Inkberry / Ilex glabra 'Densa'	5 gal
EY	3	Everlow Yew / Taxus x media 'Everlow'	5 gal
SCFC	10	Golden Charm False Cypress / Chamaecyparis pisifera filifera 'Golden Charm'	5 gal
GVB	22	Green Velvet Boxwood / Buxus 'Green Velvet'	5 gal
LHI	12	Little Henry Sweetspire / Itea virginica 'Little Henry' TM	5 gal
MMB	22	Morris Midget Boxwood / Buxus microphylla japonica Morris Midget'	5 gal
RCA	22	Rose Creek Abelia / Abelia x grandiflora 'Rose Creek'	5 gal
ANNUALS/PERENNIALS	**QTY**	**COMMON NAME / BOTANICAL NAME**	**SIZE**
HRD	27	Happy Returns Daylily / Hemerocallis hybrid 'Happy Returns'	1 gal
SDO	187	Stella de Oro Daylily / Hemerocallis hybrid 'Stella de Oro'	1 gal
SCD	6	Stranberry Candy Daylily / Hemerocallis x 'Stranberry Candy' TM	1 gal
GRASSES	**QTY**	**COMMON NAME / BOTANICAL NAME**	**SIZE**
DFG	8	Dwarf Fountain Grass / Pennisetum alopecuroides 'Hameln'	5 gal
CALA	20	Foerster's Reed Grass / Calamagrostis acutifolia 'Karl Foerster'	5 gal
ROSES	**QTY**	**COMMON NAME / BOTANICAL NAME**	**SIZE**
CDR	16	Coral Drift Rose / Rosa x 'Meidrifora'	5 gal

DECIDUOUS TREE PLANTING
N.T.S.

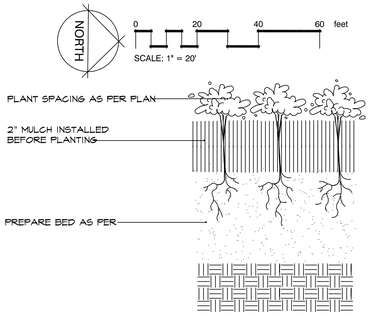
SHRUB PLANTING
N.T.S.



SPADE-CUT EDGE DETAIL
N.T.S.



PERENNIAL PLANTING
N.T.S.



LANDSCAPE GUIDELINE SPECS:

GENERAL:

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

INSURANCE:

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

MULCH:

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

TOPSOIL:

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

TURF:

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

WARRANTY:

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

GRIMES CONSULTING, INC.
Civil Engineering & Surveying Services
12300 OLD TESSON ROAD
SUITE 3000
ST. LOUIS, MO 63128
PH: (314) 849-6100
FAX (314) 849-6010
www.grimesconsulting.com
GRIMES CONSULTING, INC.
PROFESSIONAL ENGINEER CORPORATION, E-1470-D
PROFESSIONAL LAND SURVEYING CORPORATION, LS-343-D

PRAXIS3
architecture + multidisciplinary design
1776 Peachtree St, NW
Suite 400 South
Atlanta, GA 30309
404-875-4500 tel
404-876-8884 fax
www.praxis3.com

landscape TECHNOLOGIES
67 Jacobs Creek Drive
St. Charles, Missouri 63304
MO Landscape Architectural Corporation #2008005782
(636) 928-1250
Fax: (636) 220-3563

RANDALL W. MARDIS
MISSOURI LANDSCAPE ARCHITECT #000019
DATE: 10-11-16

Rev	Date	Comments
#1	10/11/16	Display Cars

Client:

Asbury Automotive Group

200 SW 1st Avenue
Suite 1400
Ft. Lauderdale, FL 333301

Project:

Plaza BMW Creve Coeur

11830 Olive Blvd.
Creve Coeur, MO 63141

Project Number: -
Grimes Project Number: 2757B

Site Key Plan:

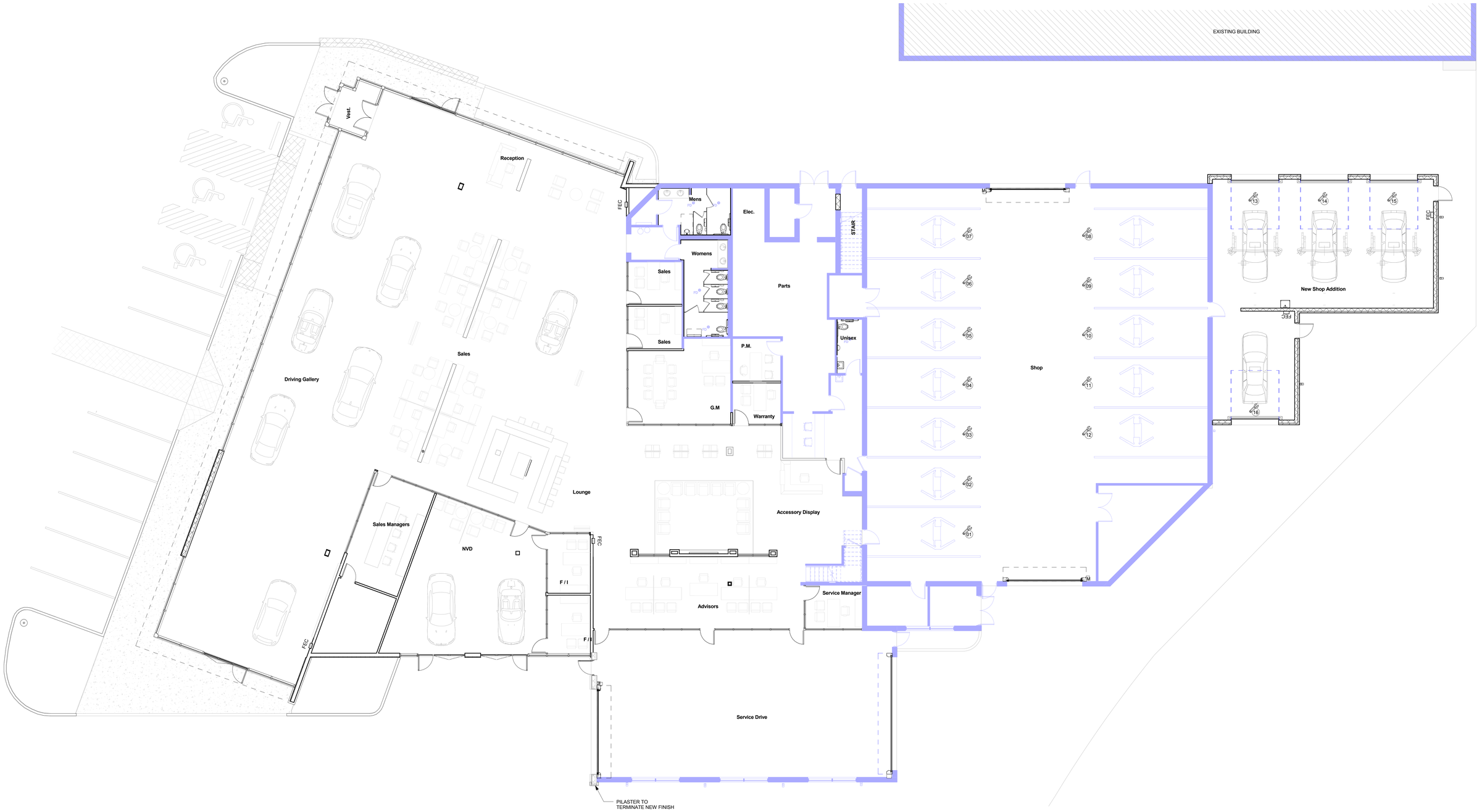
Sheet Title:

Master Planting Plan, Plant Schedule, Notes and Planting Details

Sheet Number:

L-1 of 1

RELEASED FOR CONSTRUCTION AND PERMIT



PRAXIS3
architecture + multidisciplinary design

PLAZA BMW

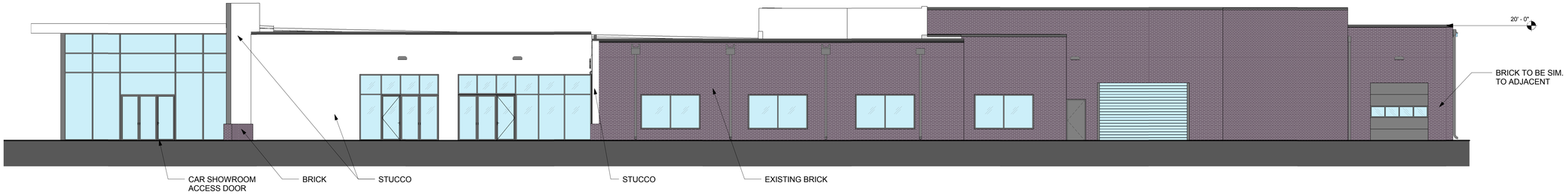
First Floor Plan

Scale: 1/8" = 1'-0"

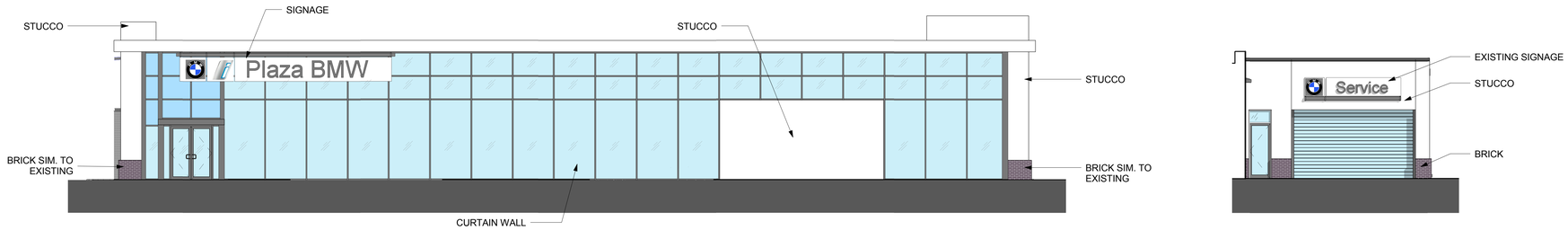
TRUE NORTH

06/07/2017

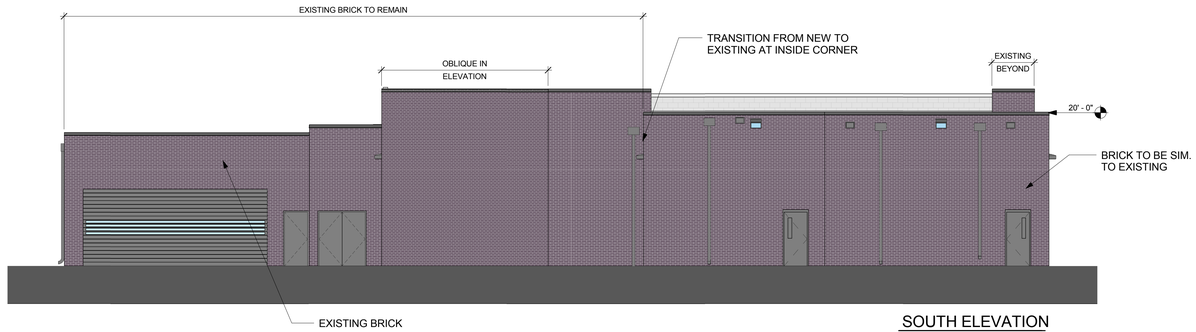
ASBURY
AUTOMOTIVE GROUP



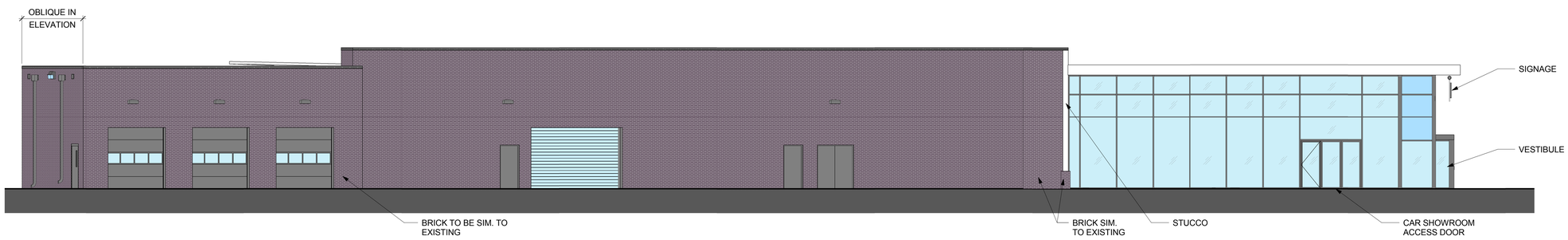
WEST ELEVATION



NORTH ELEVATION



SOUTH ELEVATION



EAST ELEVATION

PRAXIS3
architecture + multidisciplinary design

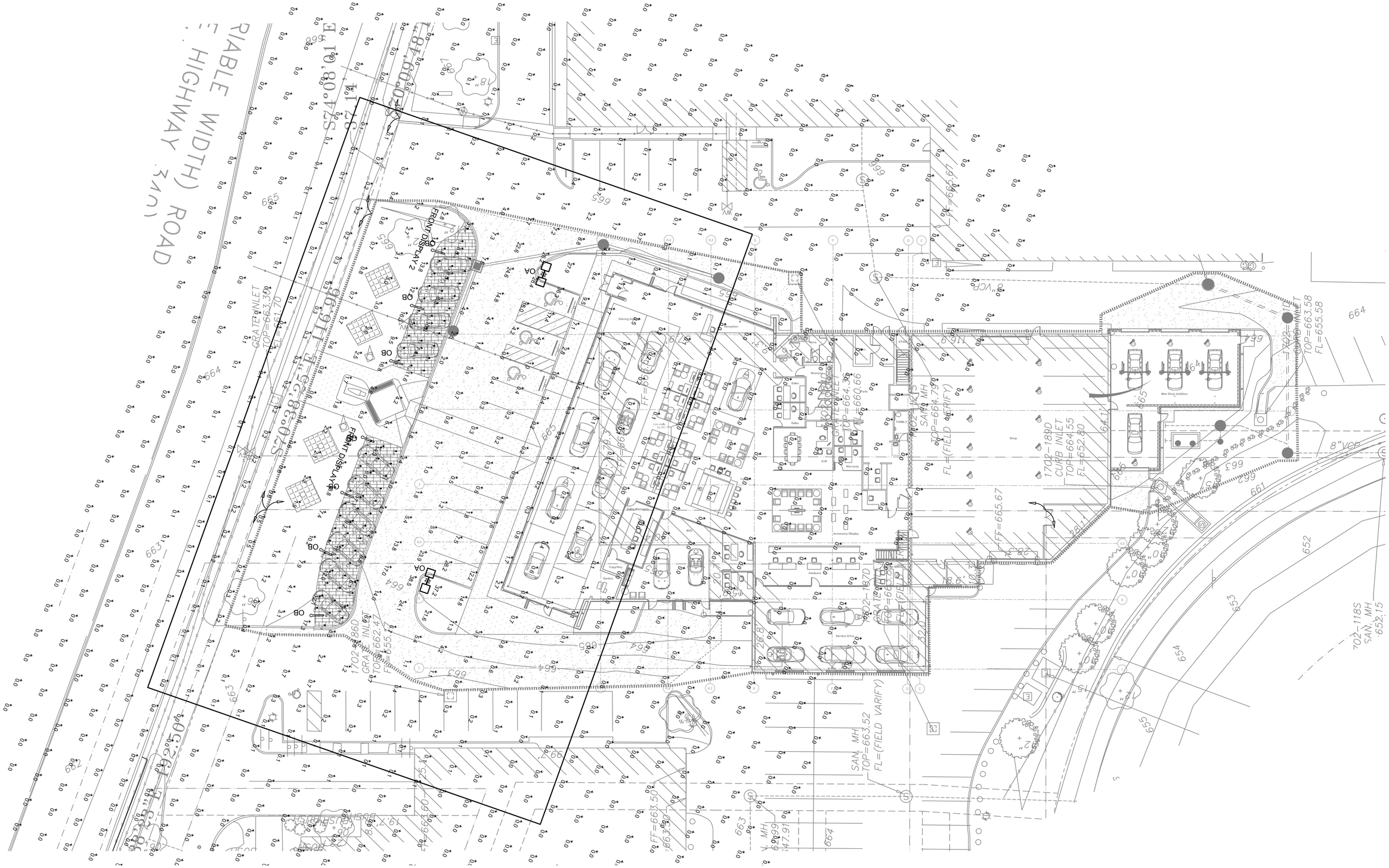
PLAZA BMW

Exterior Elevations

Scale: 3/32" = 1'-0"

06/07/2017

ASBURY
AUTOMOTIVE GROUP



PRAXIS3
architecture + multidisciplinary design

PLAZA BMW

Site Plan - Lighting Photometric

Scale: N.T.S.

05/04/2017

ASBURY
AUTOMOTIVE GROUP

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 #17-019 FOR A CONDITIONAL USE PERMIT AND SITE DEVELOPMENT PLAN FOR THE RENOVATION OF THE PLAZA BMW DEALERSHIP AT 11858 OLIVE BOULEVARD WITHIN THE PLAZA MOTORS CAMPUS

FOR THE MEETING OF: Monday, June 5, 2017, 6:30 PM

LOCATION: 11858 Olive Boulevard, within the Plaza Motors Campus. Zoned CB-Core Business District.

REQUEST: Brian DePouli, of Asbury Automotive Group, has submitted a request to amend the conditional use permit and site development plan for Plaza Motors to allow a service bay addition to the rear and a showroom addition to the front as part of an exterior renovation of the Plaza BMW Dealership building located at 11858 Olive Boulevard. Ordinance No. 5471, approved on May 9, 2016, authorized the renovation and site development plan for the Plaza BMW. However, this ordinance has lapsed, and the Applicant is seeking additional revisions to the facade.

ADDITIONAL INFORMATION: New Car Dealers (NAICS 441110) are permitted as conditional uses with review and approval by the City Council upon the recommendation of the Planning and Zoning Commission. Plaza Motors Company received a conditional use permit on February 13, 1989 for an automobile showroom sales and service facility at 11830 Olive Boulevard (Ordinance No. 1321). Amending Ordinances 1368, 1376, 1777, 2225 and 2240 (approved December 11, 1989, March 12 1990, and February 12, 1996, July 14, 2003, and November 10, 2003 respectively) allowed for the expansion of the original use to the current campus setting. In 2014, Ordinance 5411 amended Ordinance 2240 for the renovation of the Plaza Audi building.

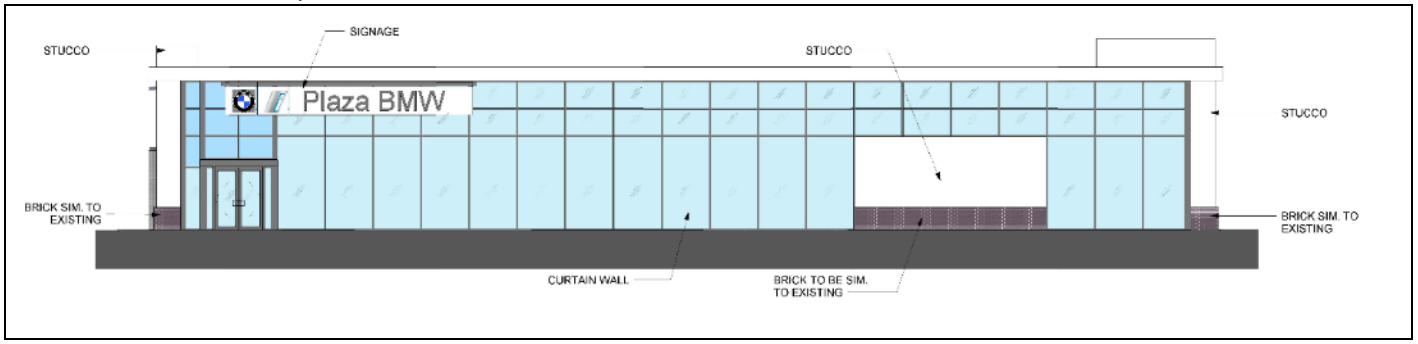
Key Issues:
- Does the request still meet the criteria for a conditional use permit?
- Does the request further the goals and/or implement the Comprehensive Plan?
- Does the request follow the Design Guidelines?

Creve Coeur 2030 Comprehensive Plan References
- Central Business District (CBD)
- Design Guidelines

Zoning Code References
- Section 405.210: Regulation of Uses
- Section 405.370: "CB" Core Business District
- Section 405.470: Conditional Uses
- Section 405.1080 Site Development Plans

APPLICANT: Brian DePouli
Director of Construction and Facilities
Asbury Automotive Group
2905 Premiere Parkway, Suite 300
Duluth, GA 30097

OWNER: Asbury Automotive Group
2905 Premier Parkway
Duluth, GA 30097



REPORT PREPARED BY: Whitney Kelly, AICP, City Planner
DATE: June 1, 2017
ATTACHMENTS: Draft Ordinance
Applicant's materials submitted May 5, 2017
Ordinance 5471
Prior Staff Report and Materials

PROJECT DESCRIPTION

In April 2016, the Planning and Zoning Commission reviewed the proposed alteration for the renovation of the BMW space. In the meantime the Applicant had discussions with the national BMW representatives regarding design which took longer than expected, and the conditional use permit and site development plan lapsed. The revised drawings remain largely the same as the prior application. The renovations will move the building closer toward Olive Boulevard and angle the façade to create a "landing strip" design as you enter the site that is a corporate requirement of BMW. The existing square building is 93.3 feet from Olive Boulevard at the east corner and 119.6 feet at the west corner. The proposed addition moves the building to approximately 91.13 feet at the eastern corner of the addition, and 91.08 feet at the western corner from Olive Boulevard. A new display plaza area to showcase the cars will be created along Olive Boulevard, and the fountains have been returned to working order. The prior approved elevations included the use of a brick similar to the existing and adjacent buildings within the campus. The revised elevations include additional white Stucco/EIFS along the front façade, per the drawings below, to be more in-line with the corporate BMW identity:

Figure 1: Close-up of the prior approved rendering

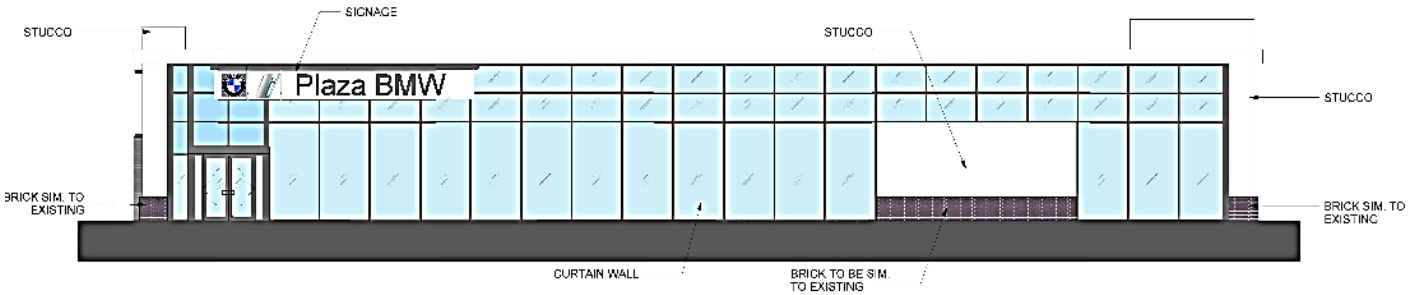


Figure 2: Close-up of the north elevation with the service entrance

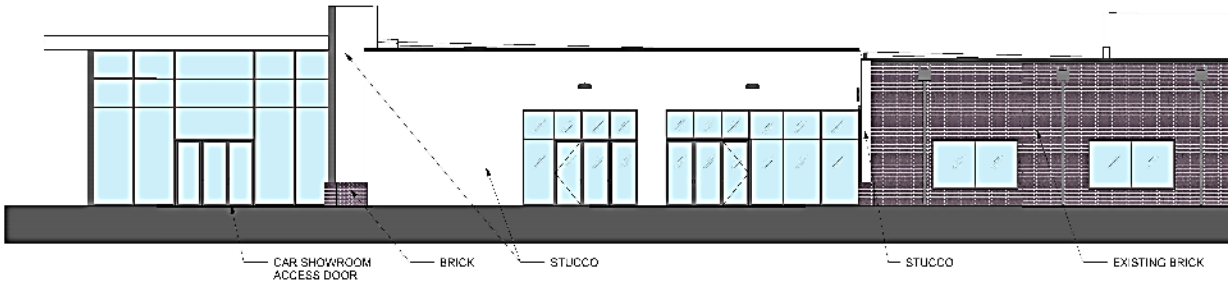


Figure 3: Close-up of the west elevation, showing the Stucco/EIFS wrapping around the corner of the service entrance

Figure 4: Option A of the Service area carrying the Stucco/EIFS around over the existing brick

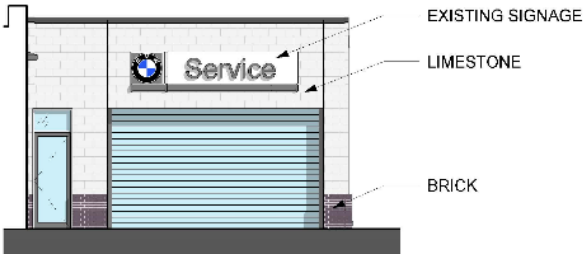


Figure 5: Option B of the Service Area using a new element of limestone over the existing brick

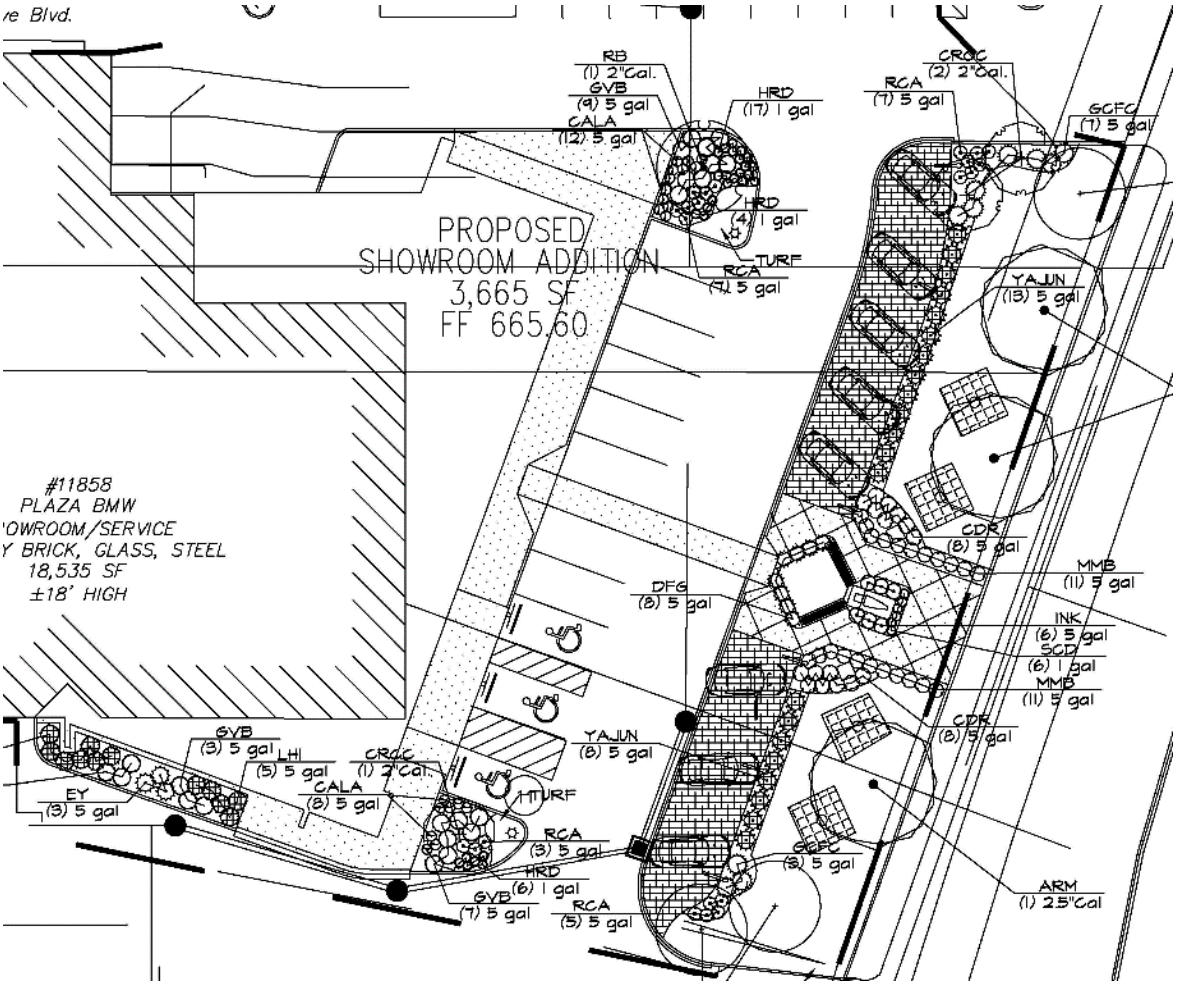


Figure 4: Detail of the Landscape plan showing proposed new addition at the front with the new display area and landscaping adjacent to the fountains as proposed with the 2016 application.

Ordinance 5471, as well as Sections 405.1070(H) and 405.1080(K)(4), states that no conditional use permit granted by the City Council, or site development plan or minor site plan approval 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. Thus, the approval for the amended conditional use permit and site development plan expired on May 9th. Much of the discussion remains the same as the prior review, except for the proposed changes to the elevation.

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

DIRECTION	USE	ZONED	SEPARATED BY
North	Commercial/ Retail	"CB" Core Business	Olive Boulevard
South	Commercial/ Retail/ Restaurants	"CB" Core Business	NA
East	Commercial/ Restaurants/ Gas Station	"CB" Core Business	N. New Ballas Road (partial)
West	Office/ Hotel/ Restaurant	"CB" Core Business	Decker Lane and Center Parkway Drive

***CREVE COEUR 2030* COMPREHENSIVE PLAN DISCUSSION**
The subject property is located within the Central Business District (CBD) and Mixed-Use District (MU) that supports the development of a variety of medium-density commercial, retail, office, dining, community services, and multi-family residential on large development site with centralized parking lots. These land uses are supported through primarily vehicular access with improved walkability by pedestrian connections within developments to neighbor commercial properties. The CBD district is an overlay designed to create an intense, urban thoroughfare setting along Olive Boulevard on large development parcels.

The proposed changes include increasing the pedestrian connections as much as the site will allow, and the building will create a bolder presence on the streetscape that is more appropriate for an entrance into the City. New landscaping along Olive Boulevard, the restoration of the fountains, moving the vehicle display area further from Olive and limiting the amount of parking at the west corner near the entrance on the site, and changes to the front of the building moves the site towards these recommendations as much as the project and current site will allow.

Design Guidelines
The Design Guidelines recommend the use of natural materials and architectural consistency between all building elevations, and an overall sense of architectural continuity on all elevations. The use of false or decorative façade treatments is discouraged. Further, multiple buildings on the same site are to create a cohesive visual relationship between the buildings. Material and/or color changes at the outside corners of structures that give the impression of thinness and artificiality of the material are discouraged. EIFS/Stucco should not be the predominant building material and should be used as a way to accentuate an architectural element; and covering of natural brick is strongly discouraged. Further, buildings that are stylized in an attempt to use the building itself as advertising are strongly discouraged, particularly where the proposed architecture is the result of a "corporate" or franchise style, and all elevations should receive equal design consideration as the primary elevation. All facades should be designed with similar architectural detailing and materials to be compatible with the principal facades of the building.

The following summarizes the goals and discusses their applicability to the project:

1. The addition moves the building closer to Olive Boulevard and increases the pedestrian orientation by mimicking the angle of the road, by moving the outdoor cars further from Olive Boulevard, and by adding the pedestrian connection from the existing sidewalk into the site, bench seating near the fountains, and restoring the fountains, where the Design Guidelines

recommend the use of fountains, art work, and landscaping and plaza spaces that are visible from the street.

2. As is often the case with automotive dealerships, corporate façade treatments are required. However, it is the unique use of these treatments that is generally the point of discussion during the review. The façade of the building utilizes the same brick material throughout the campus creating a more cohesive look between all of the buildings, with the brick detail acting as a water-table band along the lower portion of the building. The new stucco/EIFS white element is a more prominent element, covering almost the entire new façade as well as wrapping around the service area covering over the existing brick and ending at just around the corner, instead of acting as an accent band which is inconsistent with the Design Guidelines. The white stucco is also a new element for the Plaza Motors campus. It is the national BMW corporate insistence on the degree of the white stucco/EIFS and the corporate architecture that delayed construction and prompted the additional review by the Planning and Zoning Commission. Therefore, as such, it is inconsistent with the Design Guidelines with a reliance too heavy on corporate identity/architecture. The proposed limestone of Option B for covering the existing brick on the service area, while a more natural material, would also introduce a new element not found elsewhere on the building, nor on the Plaza Motors campus, and again be inconsistent with the Design Guidelines.

   Staff prefers the prior approved elevations with the brick wall along the front, and maintaining the brick for the Service area with the stucco/EIFS ending at the inside corner, as they further the proposal toward the Design Guidelines. Should the Commission wish to allow for a greater amount of stucco/EIFS to meet with BMW's requirements, Staff recommends that the "slice wall" be all white stucco, bring the brick along the wing walls all the way up on the sides, and maintain the existing brick on the service drive while allowing a small accent band of EIFS/stucco at the top of the entry door, as this is the most visible along Olive Boulevard. The Commission should discuss options with the Applicant.

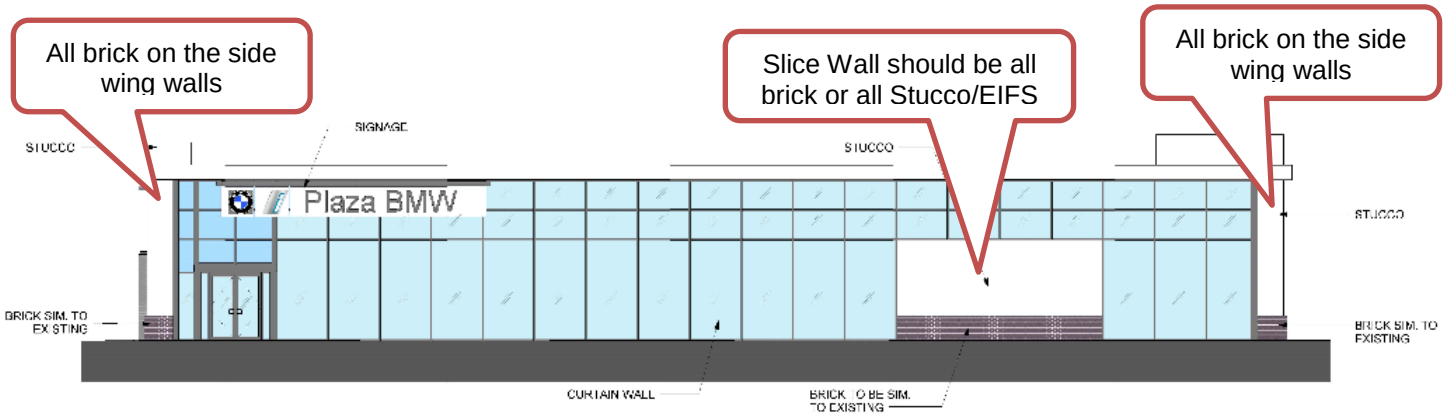


Figure 5: Revised North Elevation submitted May 5, 2017

Figure 6: Google Earth image of existing service area. Staff recommends maintaining the existing brick to be consistent with the City's Design Guidelines that strongly recommend against the covering of natural materials.

3. The windows dominate the façade, are large and transparent, and the entire storefront is well lit to create the open, attractive retail façade encouraged by the guidelines.
4. The building bulk will create a more substantial appearance on the site, and the multiple automotive lines within an integrated campus creates a more urban and unique environment than typically found at a dealership. Most of the open storage of vehicles onsite are to the sides and rear of the building in conformance with the Design Guidelines.
5. New pedestrian connections are provided adjacent to the building consistent with the Design Guidelines that recommend that sidewalks in front of commercial buildings should be a minimum of 10 feet and outdoor sales, dining or storage should not impair pedestrian movement. It further indicates that all sidewalks shall be buffered from the street, vehicular traffic and parking areas by a minimum three foot greenspace or landscape area. It calls for safe, clearly defined and direct access between buildings and from the principal building's entrance to the public sidewalk. While the pedestrian connection from Olive Boulevard does not directly lead to the door, it provides a greater link with the pedestrian amenities and a central focal point with the bench seating adjacent to the sign and fountains. The original request from BMW included a display vehicle in front of the brick "slice wall" adjacent to the building, but this was removed to meet with the requirements of the Zoning Ordinance and with the Design Guidelines. The sidewalk adjacent to the building is 10 feet to further meet with this recommendation.
6. New landscaping is provided adjacent to the building and along Olive Boulevard. It includes a mix of evergreens to provide year round interest and with the restoration of the fountain, and furthers the site toward the objectives of *Creve Coeur 2030* which encourages heavy landscaped frontages along primary streets within the Central Business District. As with the prior discussion, Staff has included a condition of approval to limit the number of display vehicles to eight as shown, or to have four cars on either side of the sign, to prevent the appearance of overcrowding, and to assure visibility of cars entering into the site. Staff also recommends that the west corner of the plaza area be revised for the Zoning Administrator's approval to match the east curve as indicated below to create a consistent design.

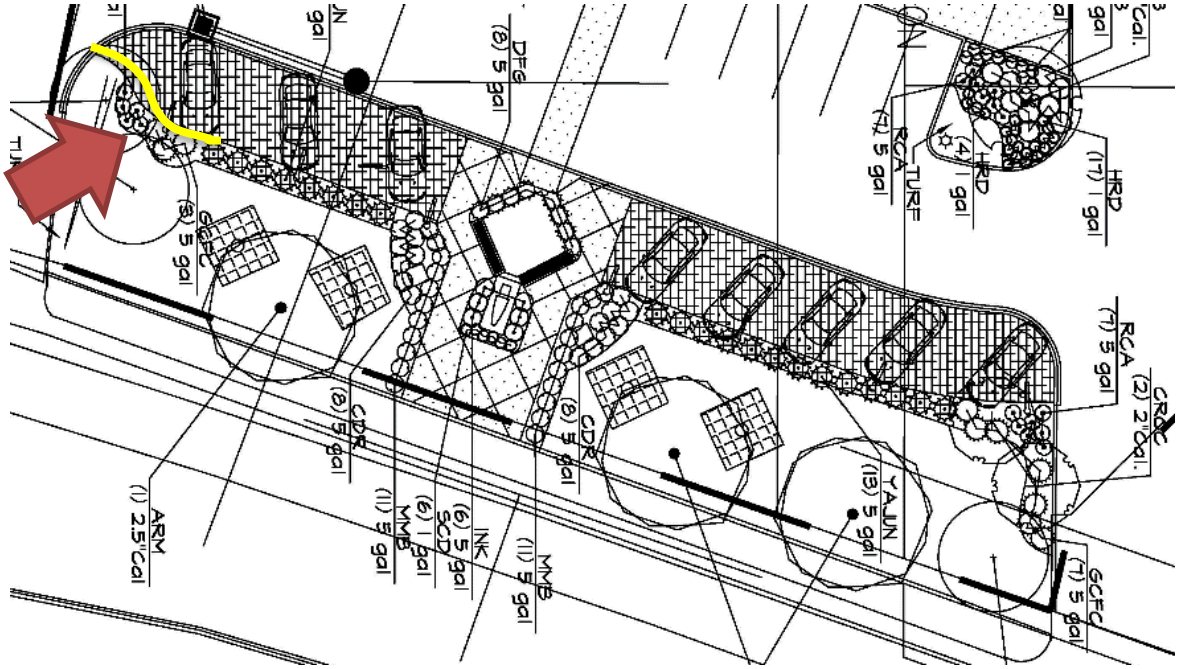


Figure 7: Close-up of the proposed Landscaping along Olive Boulevard. The arrow indicates the curve in the display plaza that should be mimicked on the west side.

As discussed in the prior report, the Applicant worked to create a unique setting for the City of Creve Coeur through the site design, providing new landscaping and restoring the fountains. The angle of the building and the new landscape features create interest for those traveling east and west along Olive Boulevard. Overall, it is the Staff opinion that, given the nature of the applicant's business, the proposed addition succeeds in meeting the Comprehensive Plan. However, the proposed changes to the elevations is a departure from the prior approval, and from the City's Design Guidelines, with a greater reliance on the white Stucco/EIFS, limiting the brick detail along the north elevations of the new addition to an accent, and covering the existing brick on the service area. As discussed above, Staff recommends increasing the brick along the north elevation, and limiting the use of the Stucco/EIFS as was previously approved with the 2016 elevations, in furtherance of the Design Guidelines. The Commission should provide direction on the amount of the stucco that they are comfortable with on this application, as well as the Option B of covering the brick on the Service Center with limestone. Staff has revised the conditions to increase the brick along the front elevation for the Zoning Administrator's approval.

ZONING CODE DISCUSSION

Bulk Standards

The proposal appears to meet all zoning district, site and building requirements, assuming the Planning Commission and City Council grant approval of the following:

Site coverage: As indicated above, the Plaza Motors Campus has a pre-existing non-conforming site coverage. It is important to note that site coverage in non-residential districts, includes areas covered by building, driveways, parking lots, loading area, but excludes landscaped and green spaces, plazas, pedestrian circulation and unpaved buffer areas. The existing greenspace to be removed is approximately 7,633 square feet, where 7,635 square feet of new greenspace is created. Thus, adding two square feet of new greenspace, per the drawings below:

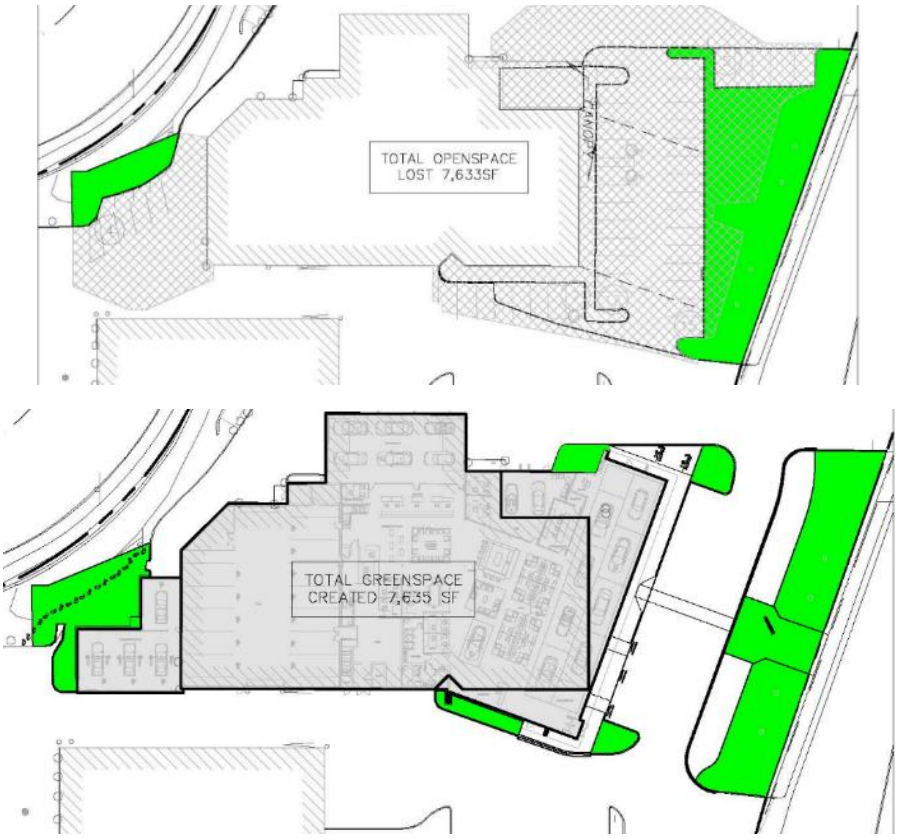


Figure 10: Existing and Proposed Greenspace Calculations from the 2016 Application

Maximum front yard: Section 405.370.E.4.a(2) requires that the maximum front yard setback fronting Olive shall be no more than 80 feet from the established right-of-way. The proposed addition will move the building closer to Olive Boulevard to approximately 91 feet, as the site is pre-existing nonconforming. It does move the building further in conformance with the Zoning Regulations and is a desirable improvement over existing conditions.

Lighting:
Section 405.680 of the City's Code of Ordinance regulates the lighting standards throughout the City and requires that all lights are downcast and fully shielded except by approval of the Planning and Zoning Commission. Details of the light fixtures for the new plaza area have not been provided, however a photometric plan submitted shows that light will not be cast upon adjacent propriety. A condition of approval includes that all lighting shall be in compliance with Section 405.680.

Sidewalks
Section 405.730 Sidewalks of the City's Zoning Code requires a minimum width of six feet for non-residential properties, and eight feet if used as a curbstop. As indicated above the walkway adjacent to the building is ten feet to meet with the recommendation of the Design Guidelines, and six feet from the display area to the front of the building in compliance with the Zoning Regulations. However, Staff has included a condition of approval that the pedestrian walkway adjacent to the building shall remain unobstructed and not impair pedestrian movement in furtherance of the Design Guidelines and Comprehensive Plan.

SUMMARY AND ACTION
If the members of the Commission are satisfied that the project meets the intent of the Comprehensive Plan and Design Guidelines, then a recommendation to the City Council must be voted upon. Below are the recommended conditions of approval as discussed above, and consistent with the prior review in 2016:

- Section 2 of Ordinance Number 2240 shall be amended to include the renovation of the building located at 11858 Olive Boulevard for the Plaza BMW Showroom in accordance with the "Site Development Plan" and "Exterior Elevations," as prepared by Praxis3 Archtecture + Multidisciplinary Design and the "Master Planting Plan" as prepared by Landscape Technologies, respectively, submitted on May 5, 2017 except as modified below.
- The applicant shall submit a Site Improvement Permit application, showing all exterior and landscape improvements, as required by Section 420.070 of the Land Disturbance Code. The permit application shall be in substantial conformance with the "Site Development Plan" and "Exterior Elevations," as prepared by Praxis3 Archtecture + Multidisciplinary Design and the "Master Planting Plan" as prepared by Landscape Technologies submitted May 5, 2017 as bound together and submitted in conjunction with Application #17-019 by Asbury Automotive Group.
- The North Elevation shall be revised to to reflect Staff's recommendation within the Staff Report which inlcudes an all EIFS/Stucco "slice wall" panel on the north elevation, all brick on the end wing walls on the north and side elevations, and maintaining the existing brick with an EIFS/Stucco accent band at the Service entrance on the north elevation in furtherance of the City's Design for the Zoning Administrator's approval.
- Pedestrian pathways shall remain unobstructed and not impair pedestrian movement.
- The maximum number of vehicles in the display area along Olive Boulevard shall be no more than eight vehicles and no more than four on either side of the sign. The fountain shall remain in working order, and vehicles shall not be displayed over that area.
- The Landscape Plan shall be revised to mimic the curve on the east corner of the display plaza for the west corner subject to the Zoning Administrator's approval. 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 downcast and fully shielded in compliance with Section 405.680, Lighting, of the Zoning Code.

- All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code, and the approved Master Sign Plan for the Plaza Motors Campus.
- The owner of the property shall address any outstanding property maintenance violations on the property to the satisfaction of the Chief Building Official prior to the issuance of a final Certificate of Occupancy.

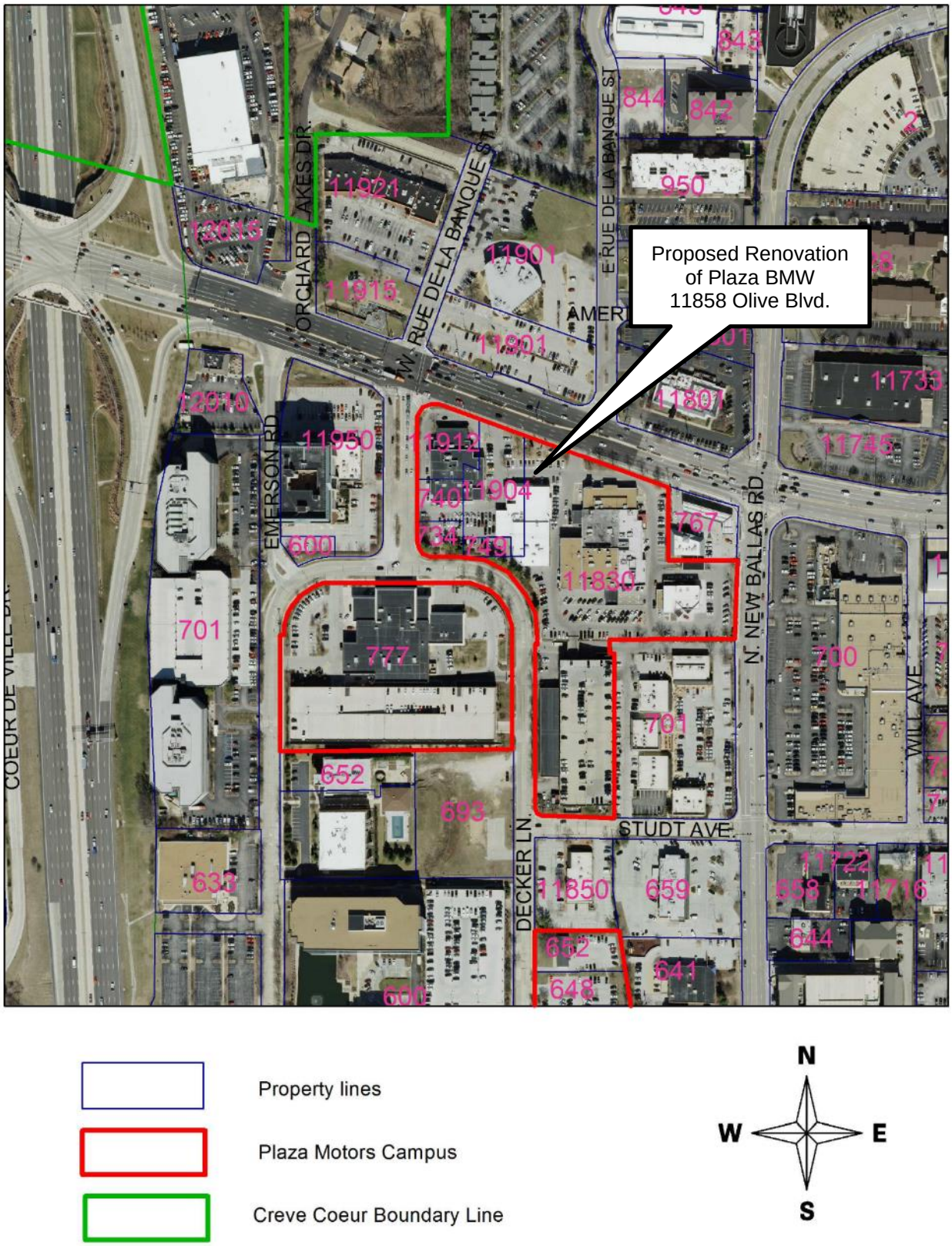
MOTION
If the Commission wishes to vote on a recommendation to the City Council based on the current proposal, the following would be an appropriate motion:

> "I move to recommend approval of an amendment to the conditional use permit for the Plaza Motors to allow for the Plaza BMW Showroom renovation and service addition as presented and according to the draft ordinance attached to the staff report on application #17-019, for the meeting of June 5, 2017." (Conditions in the draft ordinance may be added, eliminated, or modified by preceding motion)

APPENDIX 1: COMPREHENSIVE PLAN, INCLUDING DESIGN GUIDELINES
Included and attached by reference. See body of report for specific excerpts.

APPENDIX 2: ZONING CODE
Included and attached by reference. See body of report for specific excerpts.

APPENDIX 3: AERIAL PHOTOGRAPH

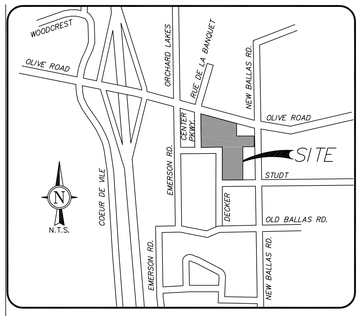


APPENDIX 4: SITE PHOTOGRAPHS	Photo Date: 4/13/2016
	Description: View of the BMW showroom at the west corner along Olive Boulevard
	Description: View looking east along Olive at the existing fountains, and the Plaza Audi Showroom.

	Description: View of the Plaza MBW showroom from across Olive Boulevard.
	Description: View of the rear service area, the proposed addition will be to the right of this area.

SITE DEVELOPMENT PLAN
PLAZA BMW

A TRACT OF LAND BEING PART OF LOT B OF "THE BOUNDARY ADJUSTMENT PLAT OF A TRACT OF LAND BEING PART OF LOTS 3 & 4 OF "STUDT'S HOME PLACE" LOT 7 OF THE LAKE HOUSE FARM SUBDIVISION AND PART OF VACATED DECKER LANE" PART LOTS 1, 2 & 3 OF LAKE HOUSE FARM PLAT NO. 2 PART OF LOTS 7 & 8 OF THE LAKE HOUSE FARM SUBDIVISION IN SECTION 3, TOWNSHIP 45 NORTH, RANGE 5 EAST IN THE CITY OF CREVE COEUR, THE COUNTY OF ST. LOUIS, MISSOURI



LEGAL DESCRIPTION

A tract of land situated in the City of Creve Coeur, the County of St. Louis, and the State of Missouri, lying in part of Section 3, Township 45 North, Range 5 East, being part of Lot B of the Boundary Adjustment Plat of part of Lots 3 & 4 of 'Studt's Home Place', part of Lot 7 of the 'Lake House Farm Subdivision', and part of Vacated Decker Lane, said Boundary Adjustment filed for record in Plat Book 345 page 557 of the Land Records of said St. Louis County, Missouri, and part of Lot 7 of The Lake House Farm Subdivision as filed for record in Plat Book 9 page 74 of the land records of the City (former County) of St. Louis, and part of Lots 1, 2, and 3 of Lake House Farm Plat No. 2, a subdivision filed for record in Plat Book 43 page 16 of said Land records of St. Louis County, Missouri, and being more particularly described as follows:

BEGINNING at the Southeast corner of said Lot B, said corner being on the North right-of-way line of Studt Avenue, 50 feet wide; thence along said North right-of-way line of Studt Avenue, N89°04'04"W a distance of 163.94 feet to a point of curvature; thence 38.91 feet along the arc of a curve to the right, having a radius of 25.00 feet, through a central angle of 89°10'00", with a chord that bears N44°29'04"W a distance of 35.10 feet to a point of tangency on the East right-of-way line of Decker Lane, 50 feet wide; thence continuing along said East right-of-way line of Decker Lane, N00°05'56"E a distance of 389.19 feet; thence continuing along said East right-of-way line of Decker Lane S89°49'09"E a distance of 5.00 feet; thence continuing along said East right-of-way line of Decker Lane, N00°05'56"E a distance of 24.45 feet to a point of curvature; thence continuing along said East right-of-way line of Decker Lane, 282.74 feet along the arc of a curve to the left, having a radius of 180.00 feet, through a central angle of 90°00'00", with a chord that bears N44°54'04"W a distance of 254.56 feet to a point of tangency on the North right-of-way line of said Decker Lane; thence along said North right-of-way line of said Decker Lane, N89°54'04"W a distance of 66.85 feet to a point of curvature; thence 61.26 feet along the arc of a curve to the right, having a radius of 39.00 feet, through a central angle of 90°00'00", with a chord that bears N44°54'04"W a distance of 55.15 feet to a point of tangency on the East right-of-way line of Center Parkway Drive, 80 feet wide; thence along said East right-of-way line of Center Parkway Drive, N00°05'56"E a distance of 262.26 feet; thence continuing along said East right-of-way line of Center Parkway Drive, N89°40'21"E a distance of 1.47 feet; thence 97.57 feet along the arc of a curve to the right, having a radius of 50.88 feet, through a central angle of 109°52'22", with a chord that bears N54°25'26"E a distance of 83.30 feet to the Southern right-of-way line of Olive Street Road (Missouri State Route 340), width varies; thence along said Southern right-of-way line of Olive Street Road, S70°38'23"E a distance of 192.50 feet; thence continuing along said Southern right-of-way line of Olive Street Road, S70°38'25"E a distance of 116.96 feet; thence continuing along said Southern right-of-way line of Olive Street Road, S74°08'01"E a distance of 37.14 feet; thence S70°09'48"E a distance of 61.01 feet; thence continuing along said Southern right-of-way line of Olive Street Road, S70°45'53"E a distance of 91.84 feet to a point of curvature; thence continuing along said Southern right-of-way line of Olive Street Road, 62.91 feet along the arc of a curve to the left, having a radius of 2,920.93 feet, through a central angle of 01°14'02", with a chord that bears S71°22'54"E a distance of 62.91 feet to the intersection of said Southern right-of-way line of Olive Street Road and the West line of a tract of land conveyed to Western Oil, Inc. as described in Deed Book 15603 Page 315 of said Land records of St. Louis County, Missouri; thence leaving said Southern right-of-way line of Olive Street Road along said West line of the Western Oil, Inc. tract, S00°10'51"W a distance of 174.40 feet to the Southwest corner of said Western Oil, Inc. tract; thence along the South line of said Western Oil, Inc. tract, S89°49'09"E a distance of 159.73 feet to the intersection of said South line of said Western Oil, Inc. tract and the West right-of-way line of New Ballas Road, width varies; thence leaving said South line of said Western Oil, Inc. tract along said West right-of-way line of New Ballas Road, S02°06'51"W a distance of 69.94 feet to a point of curvature; thence continuing along said West right-of-way line of New Ballas Road, 118.62 feet along the arc of a curve to the left, having a radius of 2,905.00 feet, through a central angle of 02°20'22", with a chord that bears S00°56'40"W a distance of 118.61 feet to the intersection of said West right-of-way line of New Ballas Road and the North line of Lot A of said Boundary Adjustment Plat filed for record in Plat Book 345 page 55; thence leaving said West right-of-way line of New Ballas Road along said North line of Lot A, N89°49'09"W a distance of 204.60 feet; thence continuing along said North line of Lot A, S00°05'56"W a distance of 4.75 feet; thence continuing along said North line of Lot A, N89°49'09"W a distance of 94.46 feet to the Northwest corner of said Lot A; thence along the West line of said lot A, S00°05'56"W a distance of 28.37 feet; thence continuing along said West line of Lot A, S89°49'09"E a distance of 12.34 feet; thence continuing along said West line of Lot A, S00°05'56"W a distance of 392.17 feet to the point of beginning.

Containing 7.769 Acres.

PREPARED FOR:
ASBURY AUTOMOTIVE GROUP
CONTACT: BRIAN DEPOUILI
2905 PREMIERE PARKWAY, SUITE 300
DULUTH, GA 30097
PH: (770)418-8343

J:\2537\Plans\Plaza.ILR-TitleBlock.dwg5/2/2013 11:19 AM Jim Whaler
© 2013 Grimes Consulting, Inc. All rights reserved

GRIMES CONSULTING, INC.
Civil Engineering & Surveying Services
GRIMES CONSULTING, INC.
PROFESSIONAL ENGINEER CORPORATION, E-1470-0
PROFESSIONAL LAND SURVEYING CORPORATION, LS-343-0
12300 OLD TESSON ROAD
SUITE 3000
ST. LOUIS, MO 63128
PH: (314) 849-6010
FAX: (314) 849-6010
www.grimesconsulting.com

PRAXIS3
architecture + multidisciplinary design
1776 Peachtree St, NW
Suite 400 South
Atlanta, GA 30309
404-875-4500 tel
404-876-8884 fax
www.praxis3.com

STATE OF MISSOURI
LEONARD J. MEERS
NUMBER E-28288
PROFESSIONAL ENGINEER
5/14/17
LEONARD J. MEERS
PROFESSIONAL ENGINEER
E-28288

Copyright (c) 2013 Praxis3, PC
All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by Praxis3 shall retain all common law, statutory and other reserved rights, including copyright thereto.
This drawing may not be reproduced in whole or in part without written permission of Praxis3. It is to be returned upon request. Scales as stated are valid on the original drawings which are 30" x 42".

Rev	Date	Comments
2	09.21.16	Permit Revision
3	10.31.16	Tricarioco's Comments

Client:
Asbury Automotive Group
2905 Premiere Parkway
Ssuite 300
Duluth, GA 30097

Project:
Plaza BMW Creve Coeur
11858 Olive Blvd.
Creve Coeur, MO 63141

Project Number: -
Grimes Project Number: 2757

Site Key Plan:

Sheet Title:
EXISTING SITE PLAN

Sheet Number:
C1.0

CUP PLAN 5/4/17

MSD BASE MAP 1702
MSD P-16463-05
LOC. NO. 170612359
ZIP CODE 63141

(IN FEET)
1 inch = 20 ft.

PERTINENT DATA

SITE ADDRESS	11830–11912 OLIVE BLVD. 700–740 DECKER LN ST. LOUIS, MO 63141
LOCATOR NUMBER	17O 61 2359, 2360, 2371, 2372 0951 & 0952
EXISTING ZONING	CORE BUSINESS DISTRICT
SITE AREA	7.77 ACRES
WATER SHED	DEER CREEK
WATER DISTRICT	MISSOURI–AMERICAN WATER
FIRE DISTRICT	CREVE COEUR
SCHOOL DISTRICT	PARKWAY
SEWER DISTRICT	M.S.D.
GAS SERVICE	LACLEDE GAS
ELECTRIC SERVICE	AMEREN UE
PHONE SERVICE	AT&T
FEMA MAP NUMBER	29189C0162H DATE: AUGUST 2, 1995

LOT COVERAGE

EXISTING LOT = 7.77 ACRES

PROPOSED LOT TOTAL = 338,446 SF (7.77 ACRES)
TOTAL BUILING/PARKING = 293,898 SF
TOTAL GRASS/SIDEWALK = 44,487 SF
PERCENT BUILDING/PARKING = 86.8%

BUILDING AREA = 136,770 SF
RATIO OF FLOOR AREA TO SITE AREA (FAR) = 40.4%

OPENSPACE LOST = 7,633 SF
OPENSPACE ADDED = 7,635 SF

PARKING COUNT

EXISTING PARKING STALLS	685 SPACES
PARKING STALLS REMOVED	–9 SPACES
PARKING STALLS ADDED	+7 SPACES
TOTAL AFTER AUDI PARKING STALLS	683 SPACES
PARKING STALLS REMOVED	–43 SPACES
PARKING STALLS ADDED	+11 SPACES
TOTAL AFTER BMW PARKING STALLS	651 SPACES

PREPARED FOR:
ASBURY AUTOMOTIVE GROUP
CONTACT: BRIAN DEPOULI
2905 PREMIERE PARKWAY, SUITE 300
DULUTH, GA 30097
PH: (770)418-8343

MSD BASE MAP 1702
MSD P–16463–05
LOC. NO. 170612359
ZIP CODE 63141

© 2013 Grimes Consulting, Inc. All rights reserved

J:\2537\Plans\Plaza\LR-TitleBlock.dwg(2/5/2013 11:19 AM,tim Whaler

GRIMES CONSULTING, INC.
Civil Engineering & Surveying Services
GRIMES CONSULTING, INC.
PROFESSIONAL ENGINEER CORPORATION, E–1470–0
PROFESSIONAL LAND SURVEYING CORPORATION, LS–343–0
12300 OLD TESSON ROAD
SUITE 3000
ST. LOUIS, MO 63128
(314) 849–6010
FAX (314) 849–6010
www.grimesconsulting.com

PRAXIS3
architecture + multidisciplinary design
1776 Peachtree St, NW
Suite 400 South
Atlanta, GA 30309
404-875-4500 tel
404-876-8884 fax
www.praxis3.com

STATE OF MISSOURI
LEONARD J. MEERS
NUMBER E-28288
REGISTERED PROFESSIONAL ENGINEER
5/16/17
LEONARD J. MEERS
PROFESSIONAL ENGINEER
E–28288

Copyright (c) 2013 Praxis3, PC

All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by Praxis3 shall retain all common law, statutory and other reserved rights, including copyright thereto.

This drawing may not be reproduced in whole or in part without written permission of Praxis3. It is to be returned upon request. Scales as stated are valid on the original drawings which are 30" x 42".

Rev	Date	Comments
2	09.21.16	Permit Revision
3	10.31.16	Tricarioco's Comments

Client:
Asbury Automotive Group
2905 Premiere Parkway
Ssuite 300
Duluth, GA 30097

Project:
Plaza BMW Creve Coeur
11858 Olive Blvd.
Creve Coeur, MO 63141

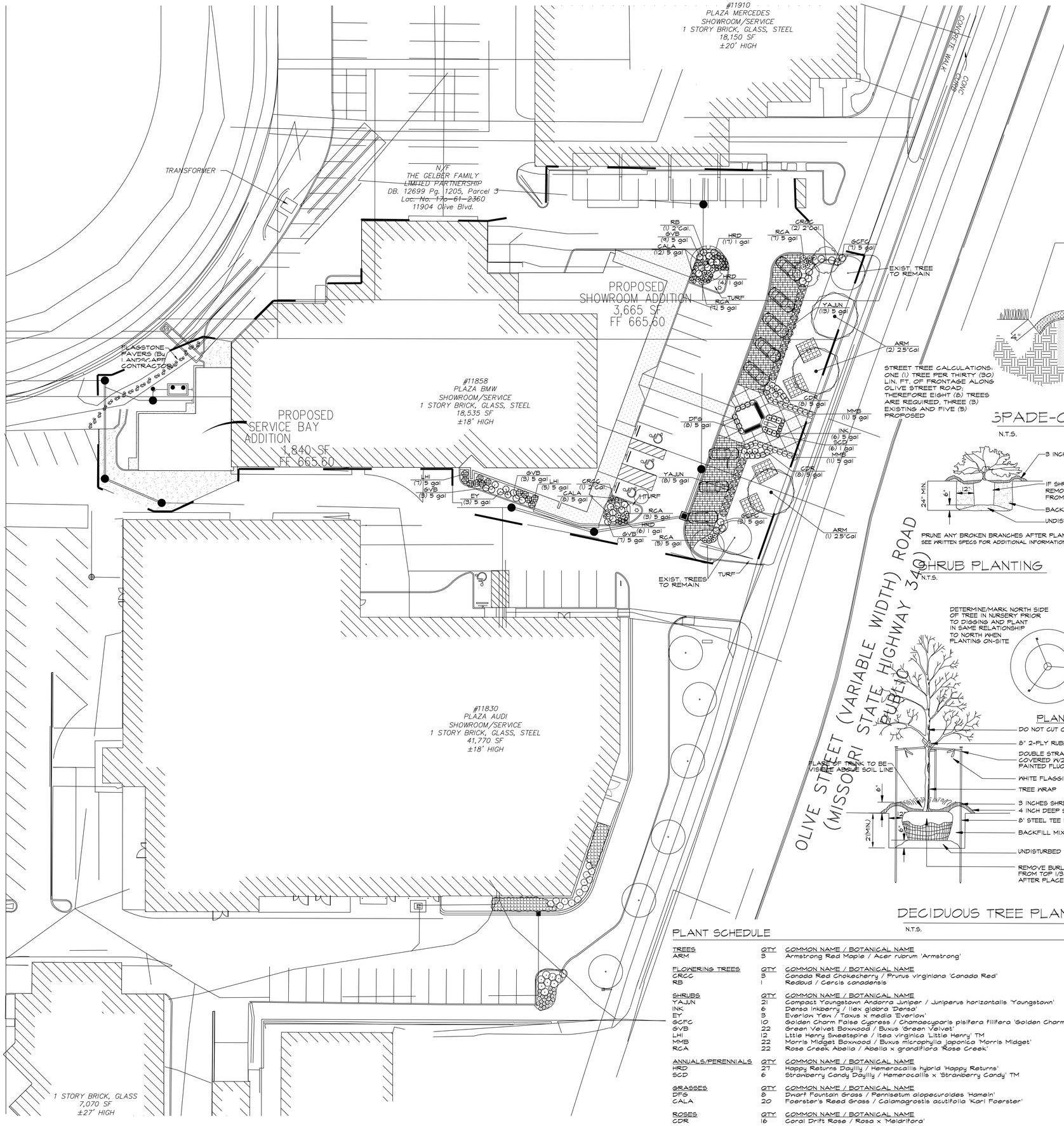
Project Number: -
Grimes Project Number: 2757

Site Key Plan:

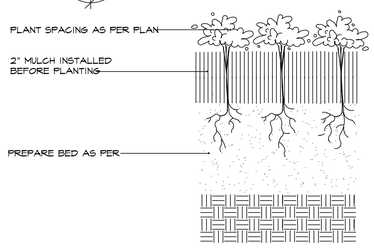
Sheet Title:
SITE PLAN

Sheet Number:
C2.0

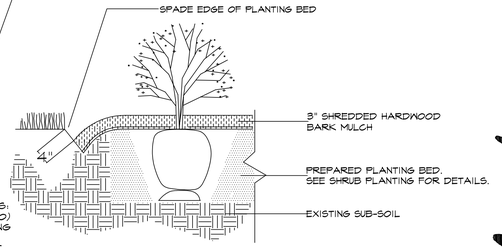
CUP PLAN 5/4/17



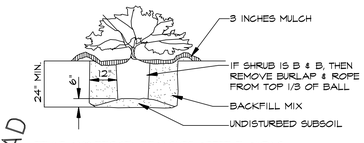
PERENNIAL PLANTING
N.T.S.



SPADE-CUT EDGE DETAIL
N.T.S.



SHRUB PLANTING
N.T.S.



PRUNE ANY BROKEN BRANCHES AFTER PLANTING, SEE WRITTEN SPECS FOR ADDITIONAL INFORMATION.

DECIDUOUS TREE PLANTING
N.T.S.

PLANT SCHEDULE

TREES	QTY	COMMON NAME / BOTANICAL NAME	SIZE
ARM	3	Armstrong Red Maple / Acer rubrum 'Armstrong'	2.5"Cal
FLOWERING TREES	**QTY**	**COMMON NAME / BOTANICAL NAME**	**SIZE**
CRCC	3	Canada Red Chokecherry / Prunus virginiana 'Canada Red'	2"Cal.
RB	1	Redbud / Cercis canadensis	2"Cal.
SHRUBS	**QTY**	**COMMON NAME / BOTANICAL NAME**	**SIZE**
YAJUN	21	Compact Youngstown Ardorra Juniper / Juniperus horizontalis 'Youngstown'	5 gal
INK	6	Densa Inkberry / Ilex glabra 'Densa'	5 gal
EY	3	Everlow Yew / Taxus x media 'Everlow'	5 gal
GCFC	10	Golden Charm False Cypress / Chamaecyparis pisifera filifera 'Golden Charm'	5 gal
GVB	22	Green Velvet Boxwood / Buxus 'Green Velvet'	5 gal
LHI	12	Little Henry Sweetspire / Itea virginica 'Little Henry' TM	5 gal
MMB	22	Morris Midget Boxwood / Buxus microphylla japonica 'Morris Midget'	5 gal
RCA	22	Rose Creek Abelia / Abelia x grandiflora 'Rose Creek'	5 gal
ANNUALS/PERENNIALS	**QTY**	**COMMON NAME / BOTANICAL NAME**	**SIZE**
HRD	27	Happy Returns Daylily / Hemerocallis hybrid 'Happy Returns'	1 gal
SCD	6	Strawberry Candy Daylily / Hemerocallis x 'Strawberry Candy' TM	1 gal
GRASSES	**QTY**	**COMMON NAME / BOTANICAL NAME**	**SIZE**
DFG	8	Dwarf Fountain Grass / Pennisetum alopecuroides 'Hameln'	5 gal
CALA	20	Foerster's Reed Grass / Calamagrostis acutifolia 'Karl Foerster'	5 gal
ROSES	**QTY**	**COMMON NAME / BOTANICAL NAME**	**SIZE**
CDR	16	Coral Drift Rose / Rosa x 'Meidrifora'	5 gal

LANDSCAPE GUIDELINE SPECS:

GENERAL:

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

INSURANCE:

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

MULCH:

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

TOPSOIL:

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

TURF:

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

WARRANTY:

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

GRIMES CONSULTING, INC.
Civil Engineering & Surveying Services
12300 OLD TESSON ROAD
SUITE 3000
ST. LOUIS, MO 63128
PH: (314) 849-6100
FAX (314) 849-6010
www.grimesconsulting.com
GRIMES CONSULTING, INC.
PROFESSIONAL ENGINEER CORPORATION, E-1470-D
PROFESSIONAL LAND SURVEYING CORPORATION, LS-343-D

PRAXIS3
architecture + multidisciplinary design
1776 Peachtree St, NW
Suite 400 South
Atlanta, GA 30309
404-875-4500 tel
404-876-8884 fax
www.praxis3.com

RANDALL W. MARDIS
MISSOURI LANDSCAPE ARCHITECT #000019
DATE: 04-08-16

landscape TECHNOLOGIES
67 Jacobs Creek Drive
St. Charles, Missouri 63304
(636) 928-1250
Fax: (636) 220-3623
MO Landscape Architectural Corporation #2008005782

Rev	Date	Comments

Client:
Asbury Automotive Group
200 SW 1st Avenue
Suite 1400
Ft. Lauderdale, FL 333301

Project:
Plaza BMW Creve Coeur
11830 Olive Blvd.
Creve Coeur, MO 63141

Project Number: -
Grimes Project Number: 2757B

Site Key Plan:

Sheet Title:
Master Planting Plan, Plant Schedule, Notes and Planting Details

Sheet Number:
L-1 of 1

RELEASED FOR CONSTRUCTION AND PERMIT

EXISTING BUILDING

Vest.
Reception
Driving Gallery
Sales
Sales Managers
NVD
Lounge
Mens
Womens
Elec.
Sales
Sales
Parts
P.M.
G.M
Warranty
STAIR
Unisex
Shop
Accessory Display
Advisors
Service Manager
Service Drive
New Shop Addition
F / I
F / I
FEC
FEC
FEC
FEC
FEC
FEC
M
M
07
06
05
04
03
02
08
09
10
11
12
01
13
14
15
16
PILASTER TO
TERMINATE NEW FINISH

PRAXIS3
architecture + multidisciplinary design

PLAZA BMW

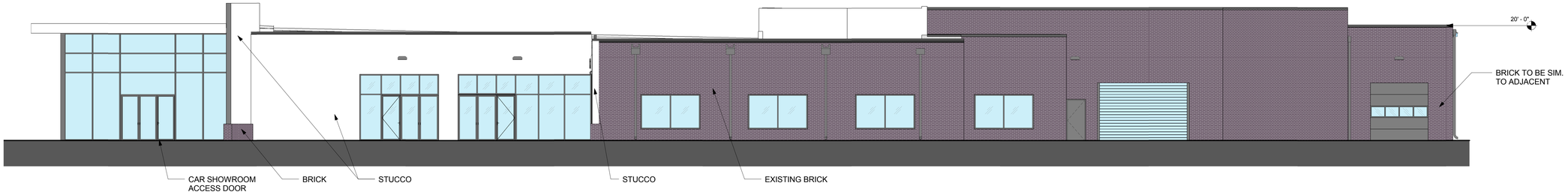
First Floor Plan

Scale: 1/8" = 1'-0"

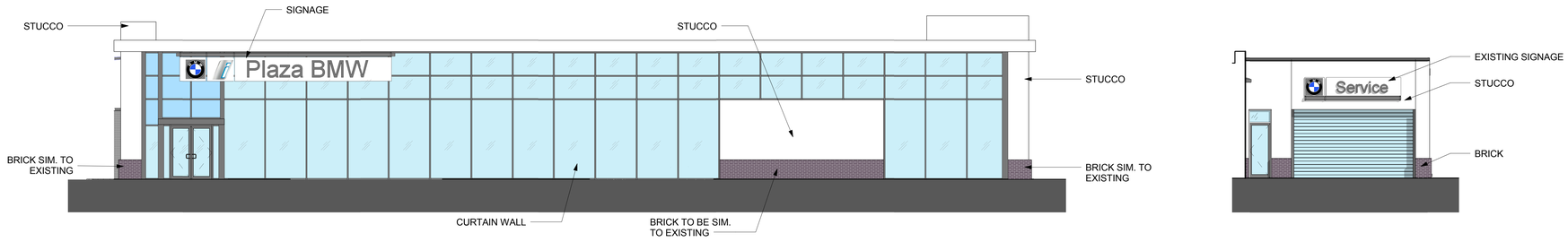
TRUE NORTH

05/04/2017

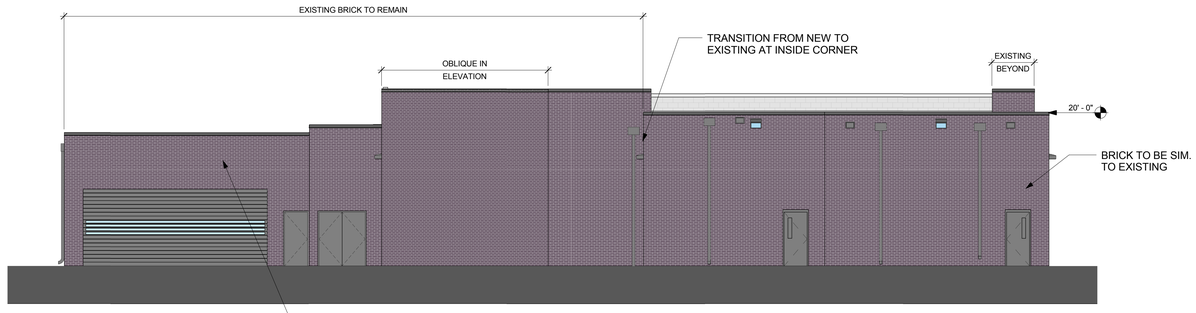
ASBURY
AUTOMOTIVE GROUP



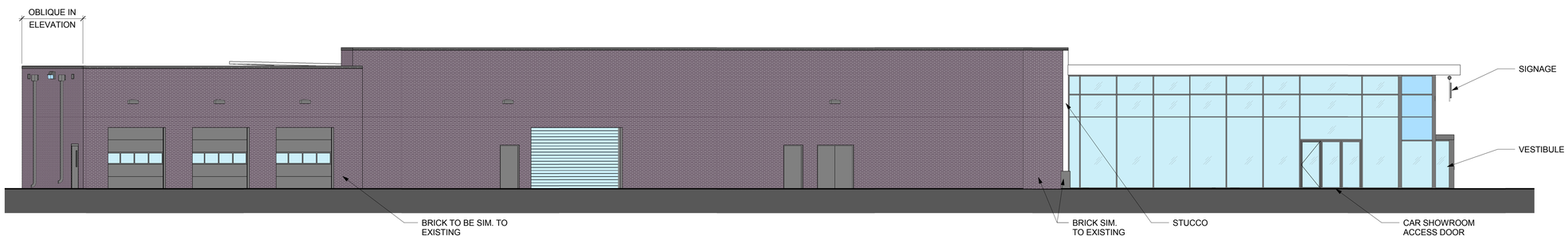
WEST ELEVATION



NORTH ELEVATION



SOUTH ELEVATION



EAST ELEVATION

PRAXIS3
architecture + multidisciplinary design

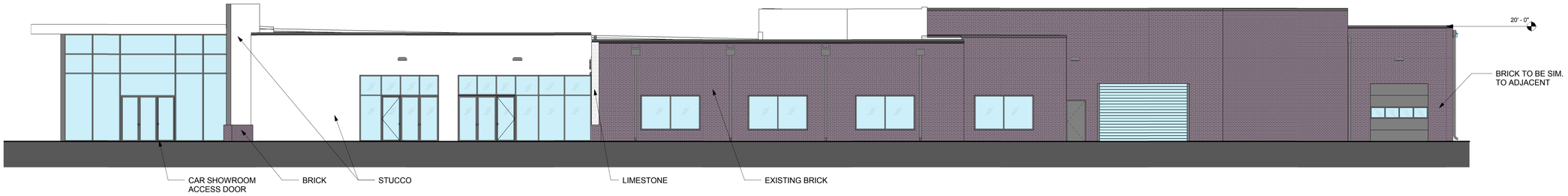
PLAZA BMW

Exterior Elevations - Option A

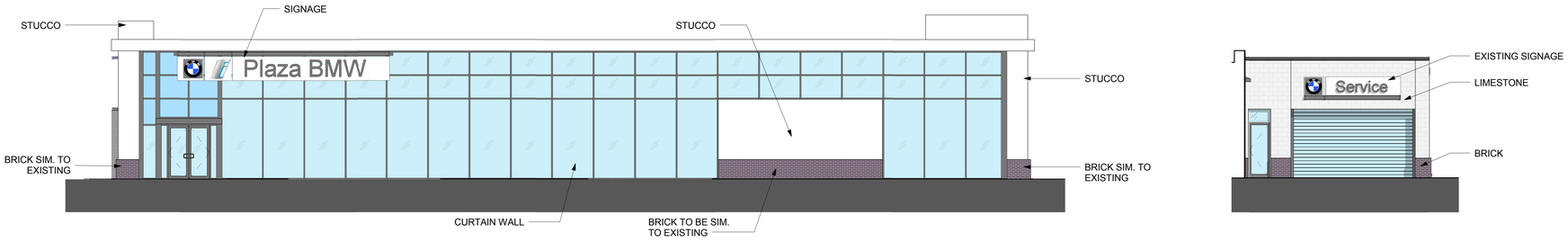
Scale: 3/32" = 1'-0"

05/04/2017

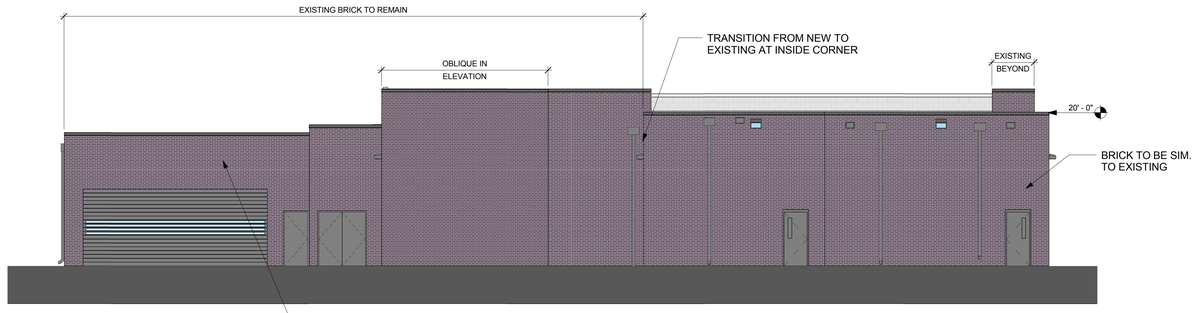
ASBURY
AUTOMOTIVE GROUP



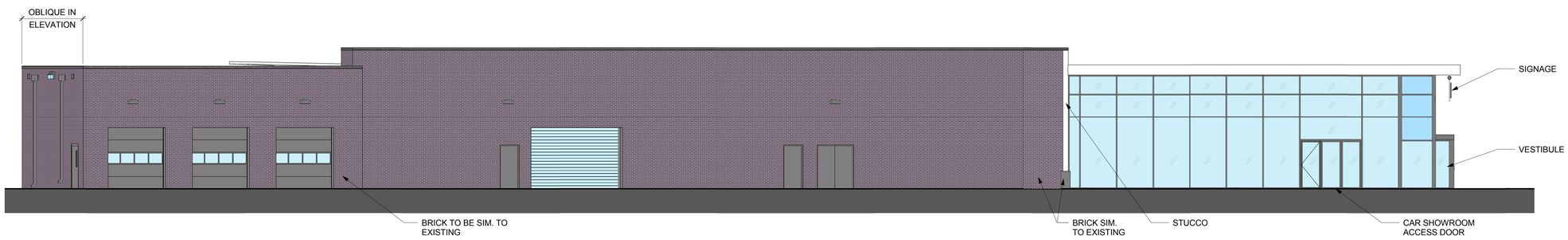
WEST ELEVATION



NORTH ELEVATION



SOUTH ELEVATION



EAST ELEVATION

PRAXIS3
architecture + multidisciplinary design

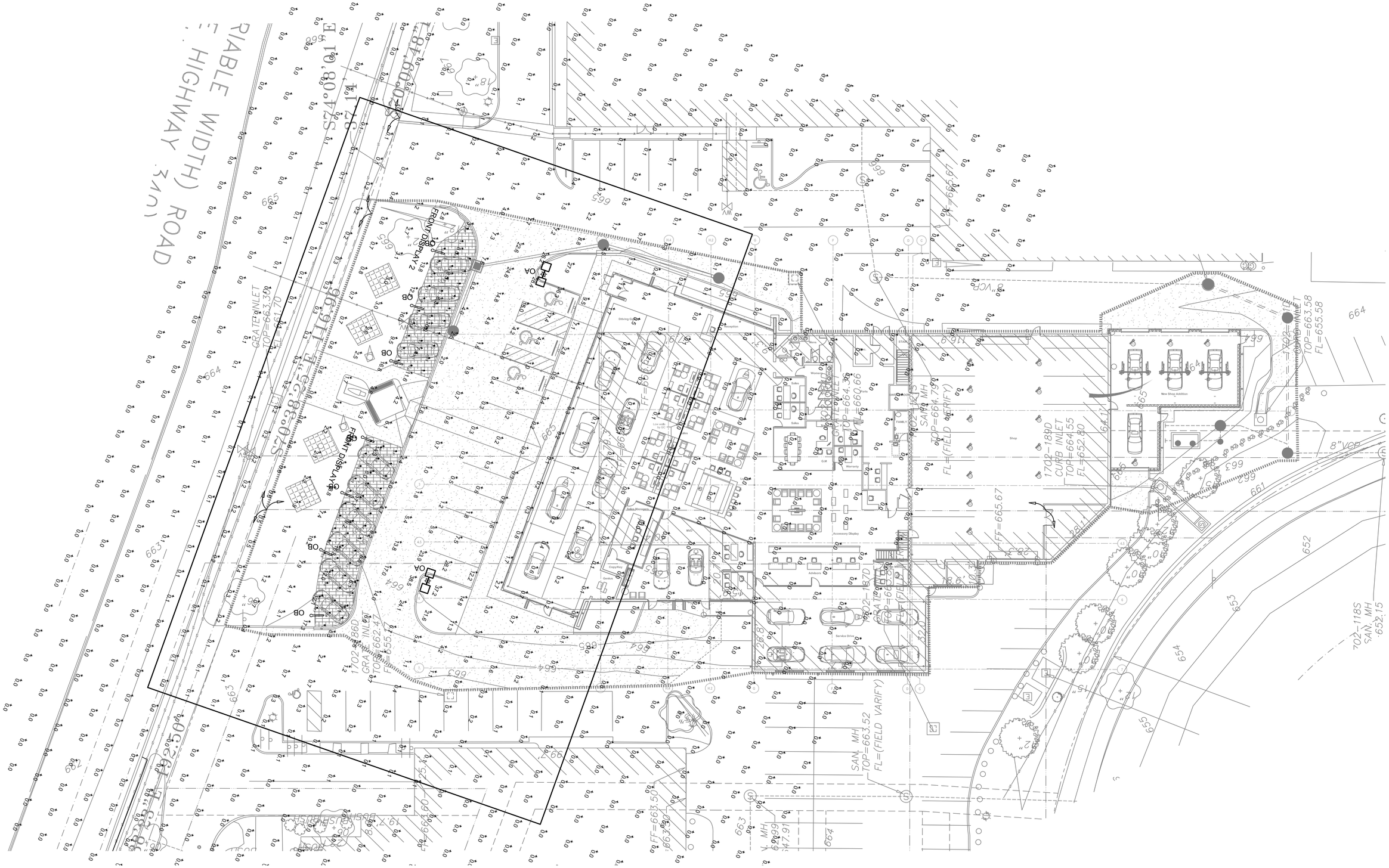
PLAZA BMW

Exterior Elevations - Option B

Scale: 3/32" = 1'-0"

05/04/2017

ASBURY
AUTOMOTIVE GROUP


FRONT DISPLAY 1
FRONT DISPLAY 2
FRONT DISPLAY 3
OA
OB
S74°08'01"E 37.48'
S70°38'25"E 116.96'
S74°08'01"E 37.48'
S70°38'25"E 116.96'
N19°21'35"E 192.50'
N19°21'35"E 192.50'
CRATE INLET
TOP=663.35
FL=661.70
1702-1860
GRATE INLET
TOP=662.47
FL=655.47
1702-1870
GRATE INLET
TOP=663.58
FL=655.58
1702-1870
CURB INLET
TOP=664.55
FL=652.80
1702-1870
GRATE INLET
TOP=664.30
FL=660.66
1702-1870
GRATE INLET
TOP=664.30
FL=660.66
1702-1870
GRATE INLET
TOP=664.30
FL=660.66

BILL NO. 5593 ORDINANCE NO. 5471

AN ORDINANCE AMENDING CONDITIONAL USE PERMIT APPROVED BY ORDINANCE NUMBER 2240 TO AUTHORIZE RENOVATION TO THE BUILDING LOCATED AT 11858 OLIVE BOULEVARD WITHIN THE PLAZA MOTORS CAMPUS FOR THE PLAZA BMW DEALERSHIP

WHEREAS, under Section 405.370(C), new and used automotive dealers in the "CB", Commercial zoning district require the issuance of a conditional use permit as provided in Section 405.1070, Conditional Use Permits; and

WHEREAS, conditional use permit ordinance #2240 was approved by the City Council on November 10, 2003, for the operation of a new and used automotive dealership for Plaza Motors pursuant to its current campus layout; and

WHEREAS, an application was submitted by Brian DePouli, of Asbury Automotive Group, to amend the conditional use permit and site development plan for Plaza Motors to allow a service bay addition to the rear and showroom addition to the front as part of an exterior renovation of the Plaza BMW Dealership building located at 11858 Olive Boulevard; and

WHEREAS, Section 405.1070 provides, in part, that any future enlargement or alteration in the use of the structure or site must be approved by the City Council upon receipt of the recommendation of the Planning and Zoning Commission as an amendment to the conditional use permit before a building permit for the enlargement or alteration may be issued; and

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Monday, April 18, 2016, beginning at 6:30 p.m. or immediately following the close of the previous public hearing, on said application for the amendment to 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 7-0 vote, recommended approval of the request, subject to the conditions contained herein, at its meeting on April 18, 2016; and

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

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

1. Complies with all other applicable provisions of this Chapter including environmental performance standards presented in Section 405.550, the criteria in Section 405.470 and the standards of this Chapter in regard to yard and setback, parking and loading areas, screening and buffering, refuse, storage and service areas and signs.
2. Will contribute to and promote the community welfare and convenience at the specific location.

BILL NO. 5593 ORDINANCE NO. 5471

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 ordained by the City Council of the City of Creve Coeur, Missouri, as follows:

Section 1: Section 2 of Ordinance Number 2240 shall be amended to include the renovation of the building located at 11858 Olive Boulevard for the Plaza BMW Showroom in accordance with the "Site Development Plan" and "Exterior Elevations," as prepared by Praxis3 Archtecture + Multidisciplinary Design and the "Master Planting Plan" as prepared by Landscape Technologes, respectively, submitted on April 11 2016 except as modified below, subject to the conditions set forth herein. Except as expressly amended by this Ordinance, all provisions of Ordinance 2240 shall remain in full force and effect.

1. The applicant is required to submit a Site Improvement Permit application, showing all exterior and landscape improvements, as required by Section 420.070 of the Land Disturbance Code. The permit application shall be in substantial conformance with the "Site Development Plan" and "Exterior Elevations," as prepared by Praxis3 Archtecture + Multidisciplinary Design and the "Master Planting Plan" as prepared by Landscape Technologes submitted April 11, 2016 as bound together and submitted in conjunction with Application #16-012 by Asbury Automotive Group.
2. Pedestrian pathways shall remain unobstructed and not impair pedestrian movement.
3. The maximum number of vehicles in the display area along Olive Boulevard shall be no more than eight vehicles and no more than four on either side of the sign. The fountain shall remain in working order, and vehicles shall not be displayed over that area.
4. The Landscape Plan shall be revised to mimic the curve on the east corner of the display plaza for the west corner subject to the Zoning Administrator's approval. 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 downcast and fully shielded in compliance with Section 405.680, Lighting, of the Zoning Code.
6. All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code, and the approved Master Sign Plan for the Plaza Motors Campus.
7. The owner of the property shall address any outstanding property maintenance violations on the property to the satisfaction of the Chief Building Official prior to the issuance of a final Certificate of Occupancy. Any future enlargement, extension, expansion or 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.

BILL NO. 5593 **ORDINANCE NO.** 5471

8. 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.
9. 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.
10. 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 2: The City Administrator of the City of Creve Coeur is hereby authorized and directed to issue an amended 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 1 of this ordinance as well as previously imposed conditions. Exercise of the rights granted pursuant to the issued permit shall constitute acceptance of all conditions and stipulations set forth herein.

SECTION 3: This ordinance shall become effective in accordance with Section 3.11 (g) of the City Charter.

ADOPTED THIS 9th DAY OF May, 2016.

Ellen Lawrence

ELLEN LAWRENCE
PRESIDENT OF CITY COUNCIL

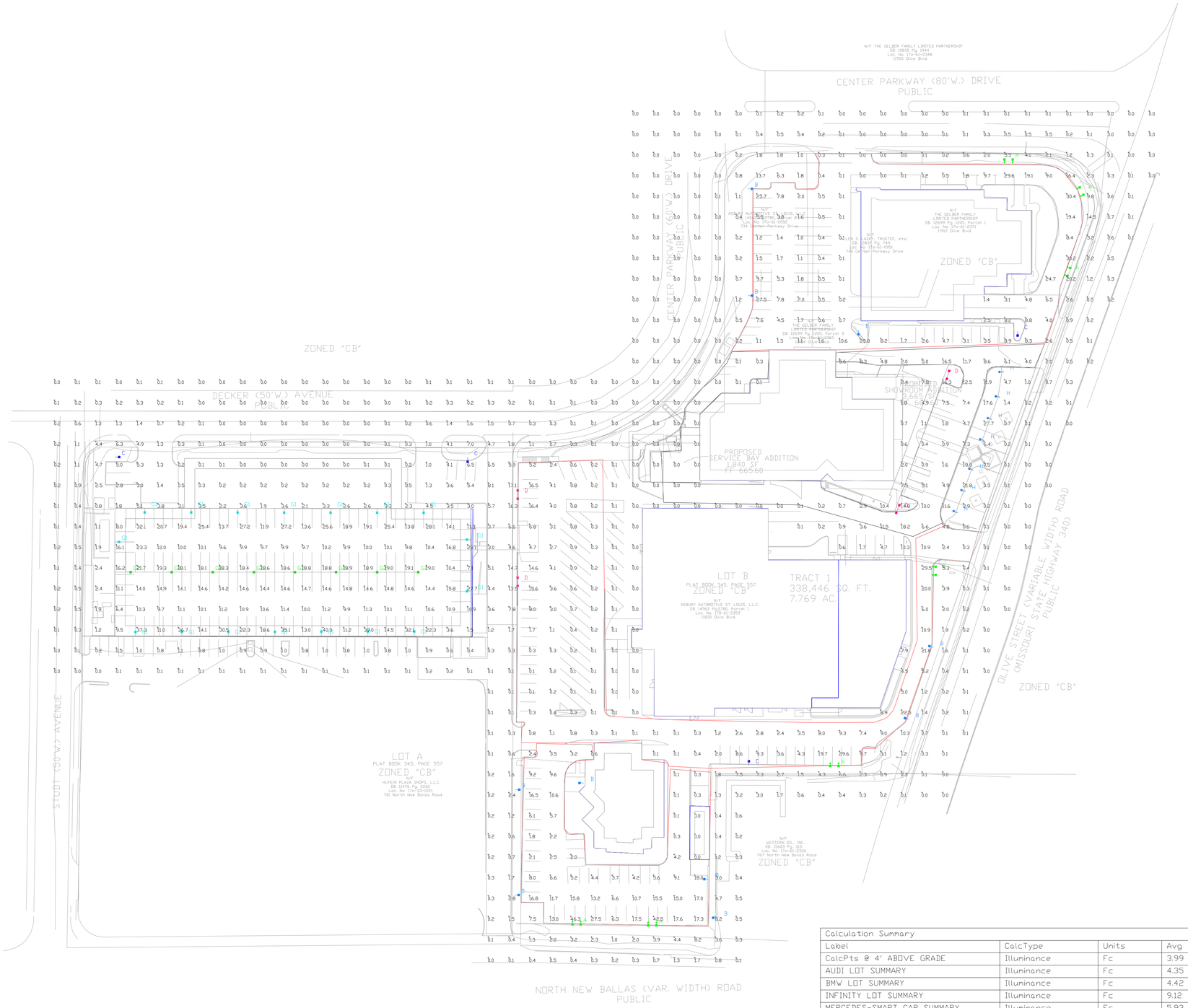
APPROVED THIS 9th DAY OF May, 2016.

BARRY GLANTZ
MAYOR

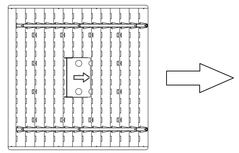
ATTEST:

Deborah Ryan

DEBORAH RYAN, MPCC
CITY CLERK



IMPORTANT

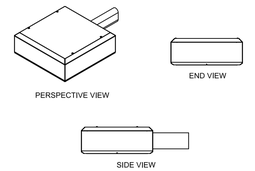


ROTATED REFLECTOR

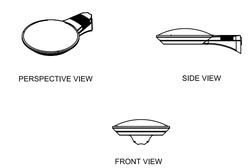
NOTE: Reflector MUST be field rotated by the CONTRACTOR to correspond with the direction indicated by the arrows on this layout.

EXAMPLE OF DIRECTIONAL ARROW

XGBM
LED Crossover Area Light



XENM3 SA
LED Area Light



Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
CalcPts @ 4' ABOVE GRADE	Illuminance	Fc	3.99	46.3	0.0	N.A.	N.A.
AUDI LOT SUMMARY	Illuminance	Fc	4.35	29.6	0.1	43.50	296.00
BMW LOT SUMMARY	Illuminance	Fc	4.42	18.2	0.0	N.A.	N.A.
INFINITY LOT SUMMARY	Illuminance	Fc	9.12	46.3	0.0	N.A.	N.A.
MERCEDES-SMART CAR SUMMARY	Illuminance	Fc	5.93	30.4	0.0	N.A.	N.A.
PARKING GARAGE	Illuminance	Fc	16.21	40.3	1.5	10.81	26.87

Luminaire Schedule								
Symbol	Qty	Label	Arrangement	Description	LLF	Lumens/Lamp	Arr. Lum. Lumens	Arr. Watts
	7	A	ROTATED OPTICS	XGBM-FT-LED-HO-CW-D180 ROT-22' MH	1.000	N.A.	58140	601.6
	10	B	SINGLE	XGBM-FT-LED-HO-CW-SINGLE-ROT-22' MH	1.000	N.A.	29070	300.8
	4	C	SINGLE	XGBM-5-LED-HO-CW-SINGLE-22' MH	1.000	N.A.	25464	300
	4	D	D180°	XGBM-5-LED-HO-CW-D180-22' MH	1.000	N.A.	50928	600
	17	G1	SINGLE	XGBM-FT-LED-HO-CW-SINGLE--18' MH	1.000	N.A.	29070	300.8
	8	G2	SINGLE	XGBM-5-LED-HO-CW-SINGLE- 18' MH	1.000	N.A.	25464	300
	7	H	SINGLE	XENM3-SA-FT-LED-HO-CW-UE-SINGLE-12' MH	1.000	N.A.	8659	108

Based on the information provided, all dimensions and luminaire locations shown represent recommended positions. The engineer and/or architect must determine the applicability of the layout to existing or future field conditions.

This lighting plan represents illumination levels calculated from laboratory data taken under controlled conditions in accordance with The Illuminating Engineering Society (IES) approved methods. Actual performance of any manufacturer's luminaires may vary due to changes in electrical voltage, tolerance in lamps/LED's and other variable field conditions. Calculations do not include obstructions such as buildings, curbs, landscaping, or any other architectural elements unless noted.

Total Project Watts
Total Watts = 19088.79

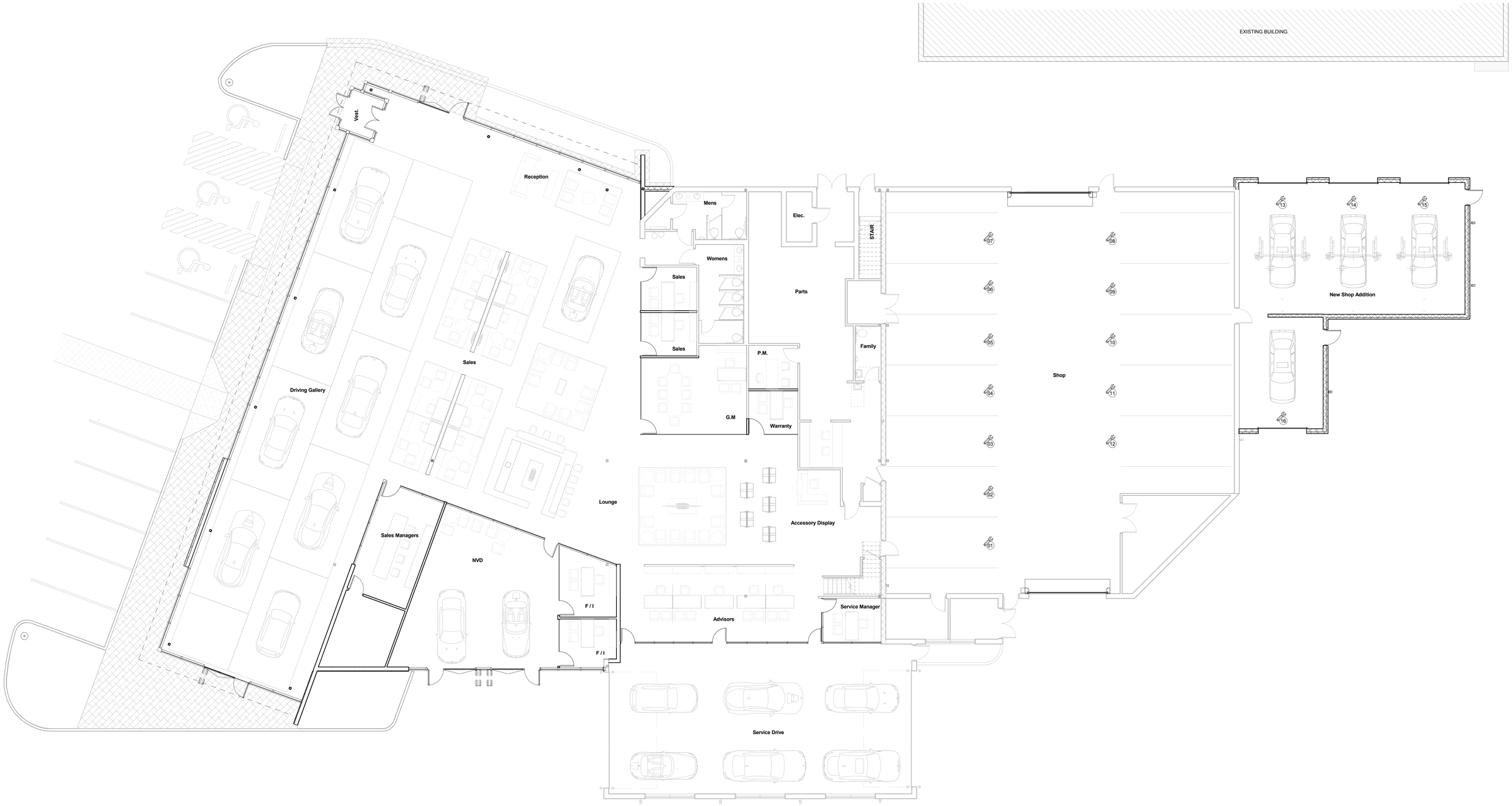
lsi industries
10000 ALLIANCE RD. CINCINNATI, OHIO 45242 USA
(513) 793-3200 • FAX (513) 793-6023

LIGHTING PROPOSAL LD-127831-3

ASBURY PLAZA DEALERSHIP

BY: smb	DATE: 6-2-15	REV: 4/14/16	SHEET 1 OF 1

SCALE: 1"=50' 0 50



PRAXIS3
architecture + multidisciplinary design

PLAZA BMW

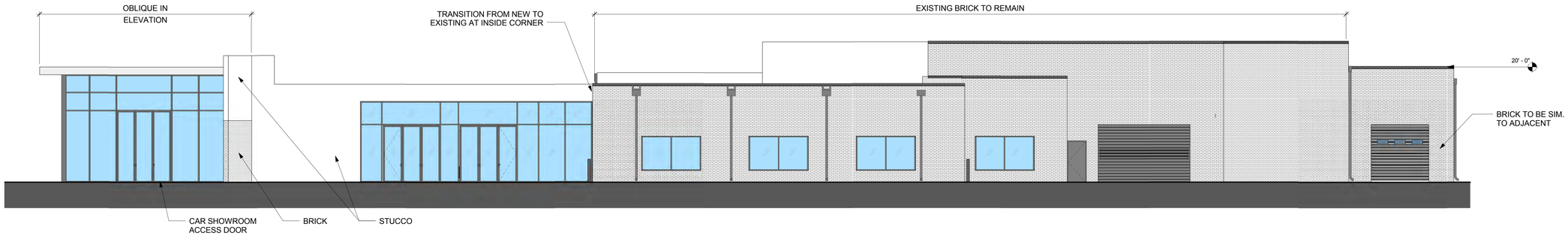
First Floor Plan

Scale: 1/8" = 1'-0"

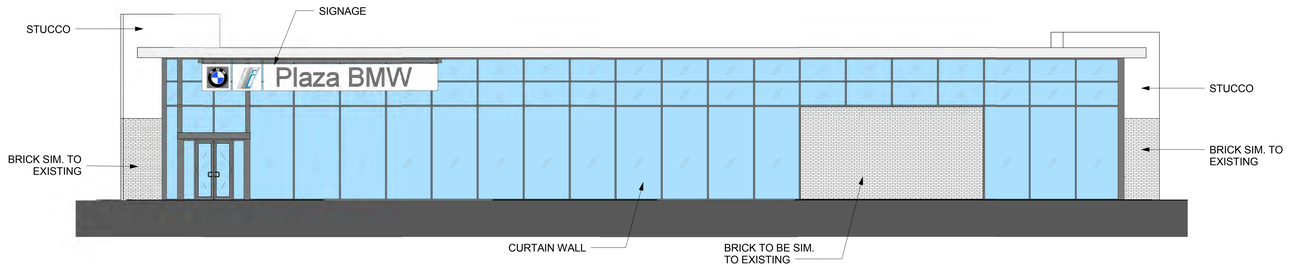
TRUE NORTH

04/08/2016

ASBURY
AUTOMOTIVE GROUP

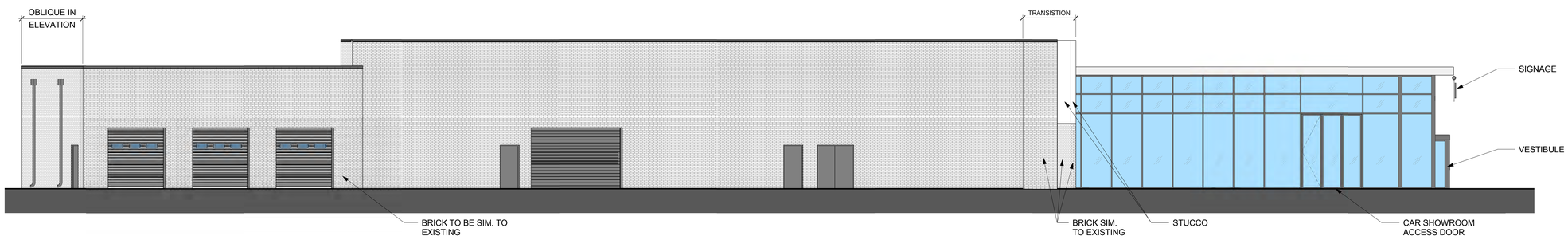


WEST ELEVATION



NORTH ELEVATION

SOUTH ELEVATION



EAST ELEVATION

PRAXIS3
architecture + multidisciplinary design

PLAZA BMW

Exterior Elevations

Scale: 3/32" = 1'-0"

04/08/2016

ASBURY
AUTOMOTIVE GROUP

PRAXIS3
architecture + multidisciplinary design

PLAZA BMW

Exterior Rendering Looking West

04/08/2016

ASBURY
AUTOMOTIVE GROUP

PRAXIS3
architecture + multidisciplinary design

PLAZA BMW

Exterior Rendering Looking East

04/08/2016

ASBURY
AUTOMOTIVE GROUP

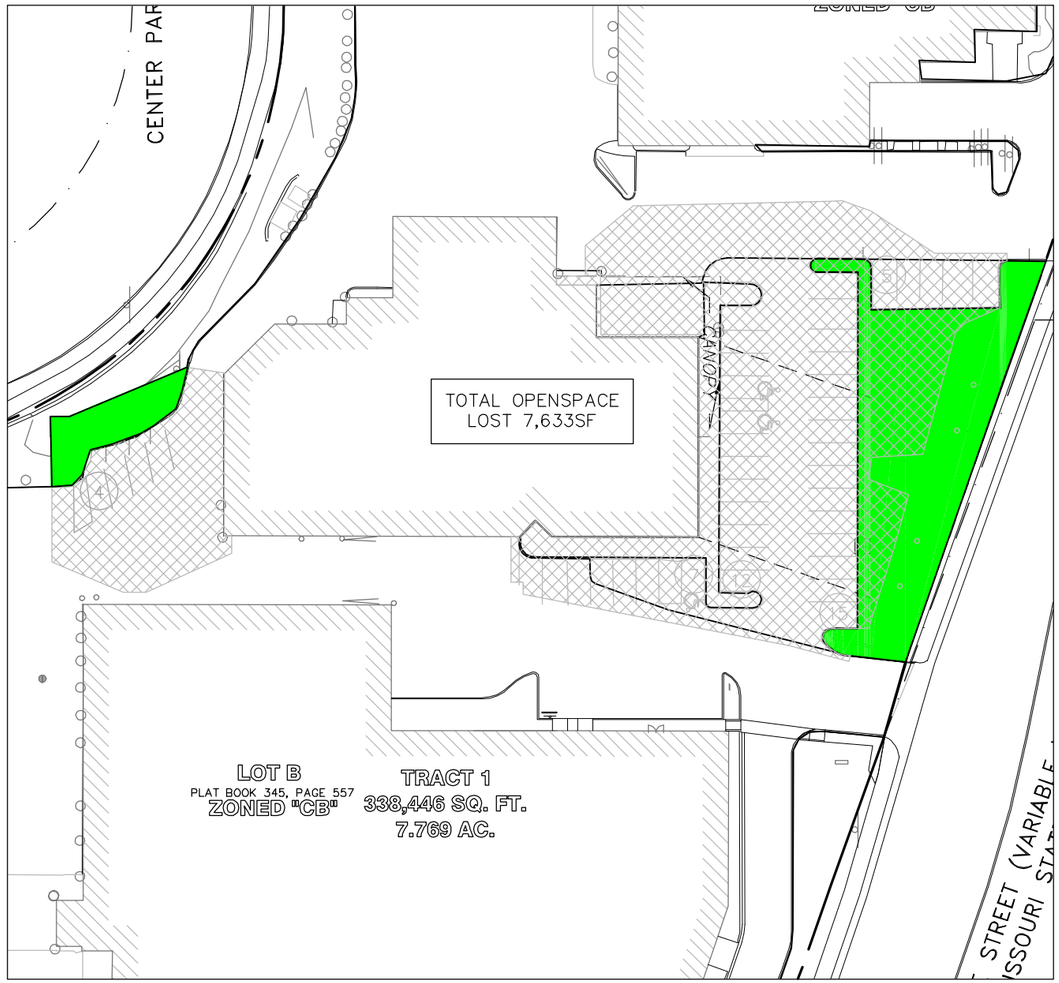
PRAXIS3
architecture + multidisciplinary design

PLAZA BMW

Exterior Rendering Looking South

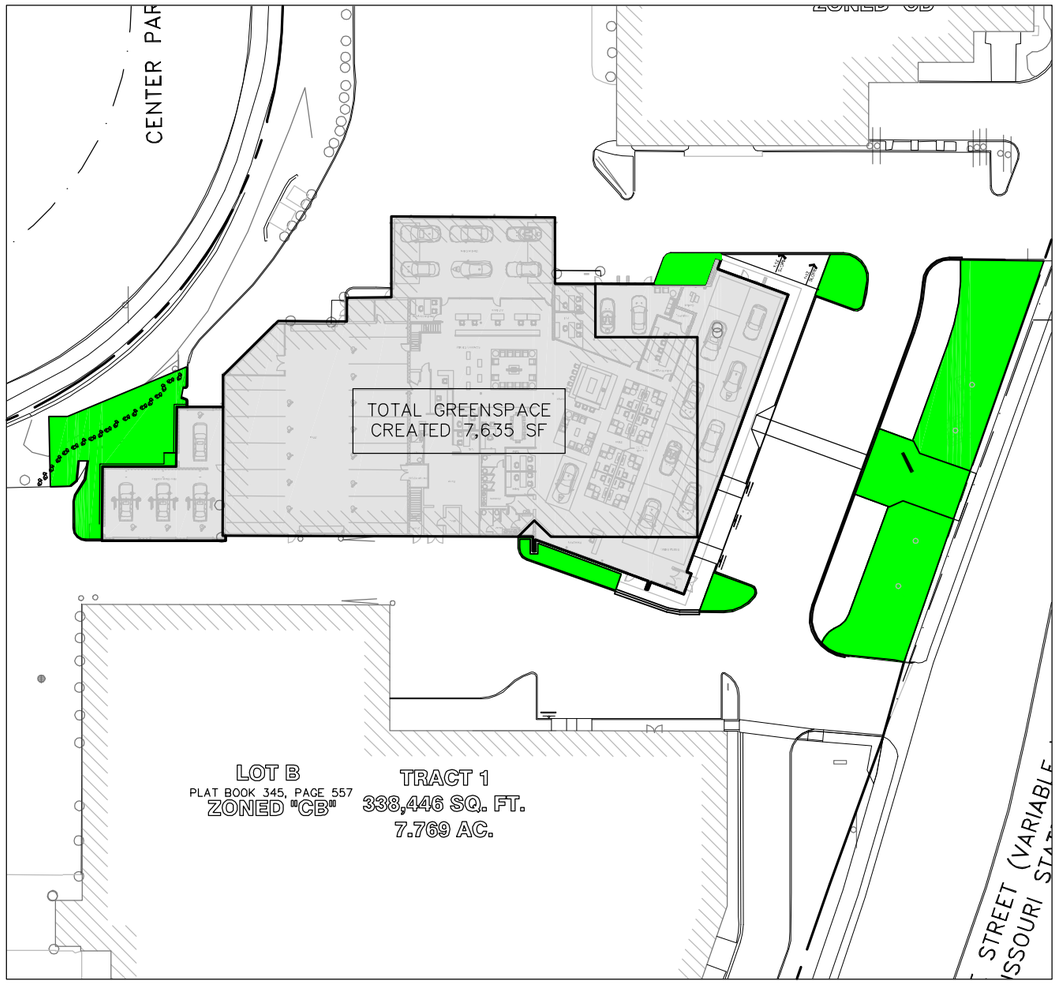
04/08/2016

ASBURY
AUTOMOTIVE GROUP



1 EXISTING OPENSPACE

SCALE 1"=60'



2 PROPOSED OPENSPACE

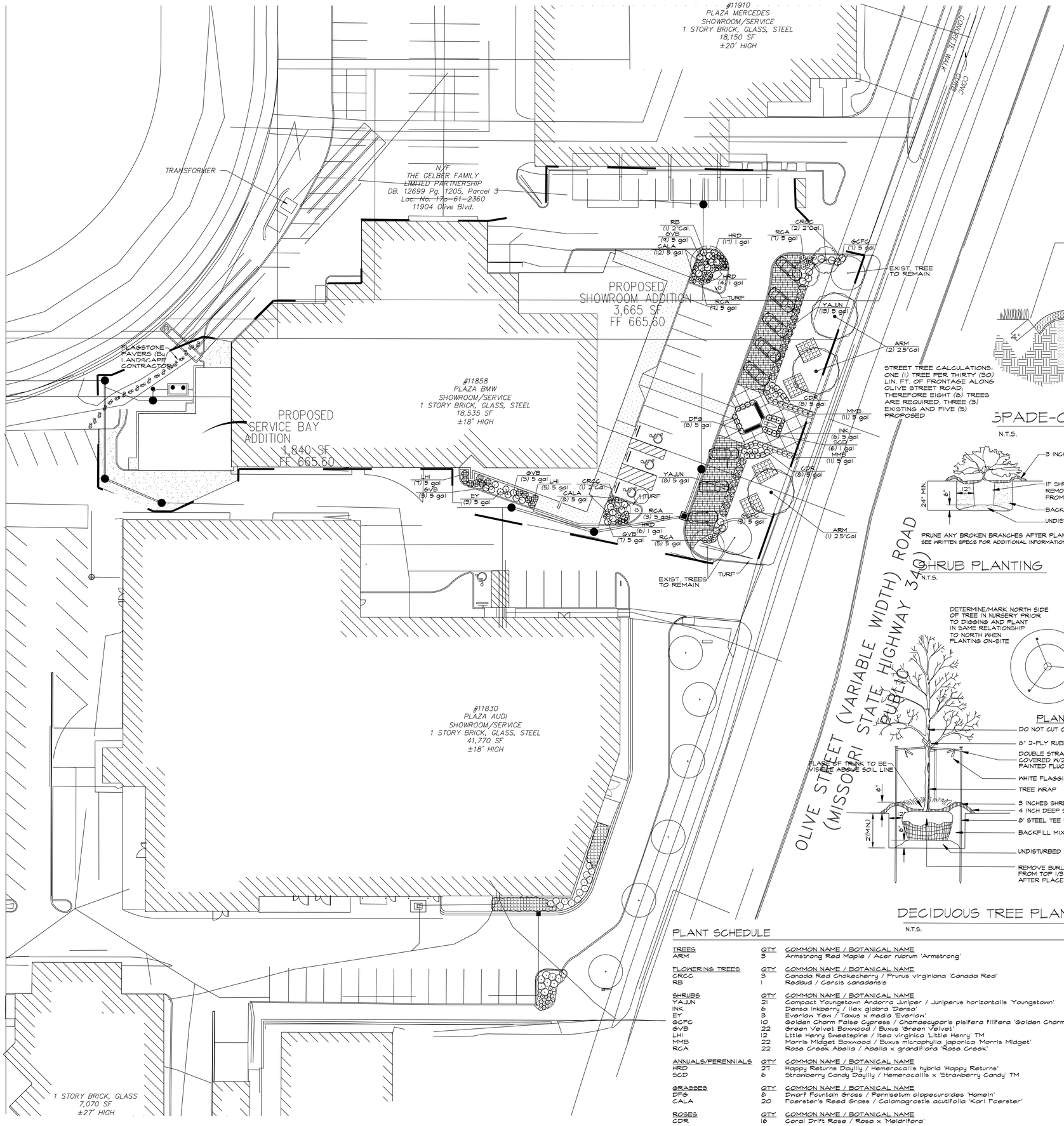
SCALE 1"=60'

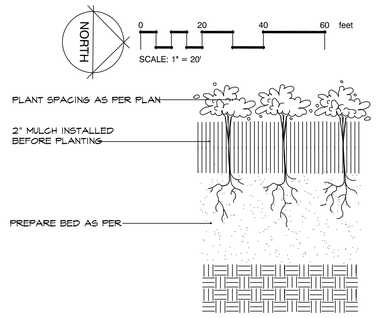
GRIMES CONSULTING, INC.
Civil Engineering & Surveying Services
12300 OLD TESSON ROAD, SUITE 300D
ST. LOUIS, MO. 63128
PH. (314) 849-6100
FAX (314) 849-6010
www.grimesconsulting.com

DRAWN BY:	DATE:	CHECKED BY:	DATE:	JOB NUMBER:	SHEET:
JLW	3/24/16	LJM	3/24/16	2757B	1 of 1

© 2016 Grimes Consulting, Inc. All rights reserved

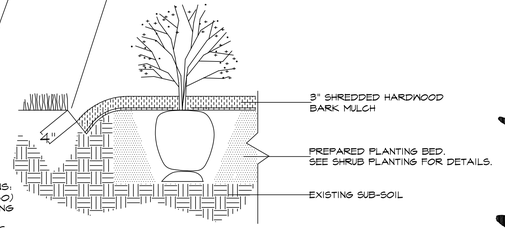
J:\2757\2757B\Engineering\SDP\2757 Site SDP-rev1.dwg\4/11/2016 11:35 AM\Jim Whisler





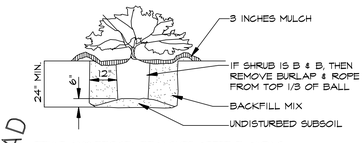
PERENNIAL PLANTING

N.T.S.



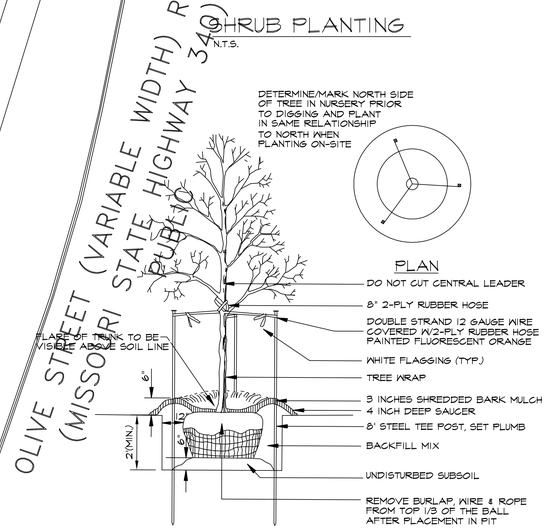
SPADE-CUT EDGE DETAIL

N.T.S.



SHRUB PLANTING

N.T.S.



DECIDUOUS TREE PLANTING

N.T.S.

PLANT SCHEDULE

TREES	QTY	COMMON NAME / BOTANICAL NAME	SIZE
ARM	3	Armstrong Red Maple / Acer rubrum 'Armstrong'	2.5"Cal
FLOWERING TREES	**QTY**	**COMMON NAME / BOTANICAL NAME**	**SIZE**
CRCC	3	Canada Red Chokecherry / Prunus virginiana 'Canada Red'	2"Cal.
RB	1	Redbud / Cercis canadensis	2"Cal.
SHRUBS	**QTY**	**COMMON NAME / BOTANICAL NAME**	**SIZE**
YAJUN	21	Compact Youngstown Ardorra Juniper / Juniperus horizontalis 'Youngstown'	5 gal
INK	6	Densa Inkberry / Ilex glabra 'Densa'	5 gal
EY	3	Everlow Yew / Taxus x media 'Everlow'	5 gal
GCFC	10	Golden Charm False Cypress / Chamaecyparis pisifera filifera 'Golden Charm'	5 gal
GVB	22	Green Velvet Boxwood / Buxus 'Green Velvet'	5 gal
LHI	12	Little Henry Sweetspire / Itea virginica 'Little Henry' TM	5 gal
MMB	22	Morris Midget Boxwood / Buxus microphylla japonica 'Morris Midget'	5 gal
RCA	22	Rose Creek Abelia / Abelia x grandiflora 'Rose Creek'	5 gal
ANNUALS/PERENNIALS	**QTY**	**COMMON NAME / BOTANICAL NAME**	**SIZE**
HRD	27	Happy Returns Daylily / Hemerocallis hybrid 'Happy Returns'	1 gal
SCD	6	Strawberry Candy Daylily / Hemerocallis x 'Strawberry Candy' TM	1 gal
GRASSES	**QTY**	**COMMON NAME / BOTANICAL NAME**	**SIZE**
DFG	8	Dwarf Fountain Grass / Pennisetum alopecuroides 'Hameln'	5 gal
CALA	20	Foerster's Reed Grass / Calamagrostis acutifolia 'Karl Foerster'	5 gal
ROSES	**QTY**	**COMMON NAME / BOTANICAL NAME**	**SIZE**
CDR	16	Coral Drift Rose / Rosa x 'Meidrifora'	5 gal

LANDSCAPE GUIDELINE SPECS:

GENERAL:

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

INSURANCE:

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

MULCH:

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

TOPSOIL:

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

TURF:

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

WARRANTY:

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

GRIMES CONSULTING, INC.
Civil Engineering & Surveying Services
12300 OLD TESSON ROAD
SUITE 3000
ST. LOUIS, MO 63128
PH: (314) 849-6100
FAX (314) 849-6010
www.grimesconsulting.com
GRIMES CONSULTING, INC.
PROFESSIONAL ENGINEER CORPORATION, E-1470-D
PROFESSIONAL LAND SURVEYING CORPORATION, LS-343-D

PRAXIS3
architecture + multidisciplinary design
1776 Peachtree St, NW
Suite 400 South
Atlanta, GA 30309
404-875-4500 tel
404-876-8884 fax
www.praxis3.com

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

RANDALL W. MARDIS
MISSOURI LANDSCAPE ARCHITECT #000019
DATE: 04-08-16

landscape TECHNOLOGIES
67 Jacobs Creek Drive
St. Charles, Missouri 63304
MO Landscape Architectural Corporation #2008005782
(636) 928-1250
Fax: (636) 220-3563

Rev	Date	Comments

Client:

Asbury Automotive Group

200 SW 1st Avenue
Suite 1400
Ft. Lauderdale, FL 333301

Project:

Plaza BMW Creve Coeur

11830 Olive Blvd.
Creve Coeur, MO 63141

Project Number: -
Grimes Project Number: 2757B

Site Key Plan:

Sheet Title:

Master Planting Plan, Plant Schedule, Notes and Planting Details

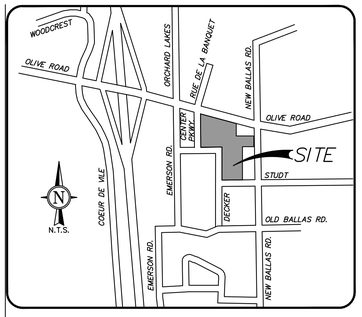
Sheet Number:

L-1 of 1

RELEASED FOR CONSTRUCTION AND PERMIT

SITE DEVELOPMENT PLAN
PLAZA BMW

A TRACT OF LAND BEING PART OF LOT B OF "THE BOUNDARY ADJUSTMENT PLAT OF A TRACT OF LAND BEING PART OF LOTS 3 & 4 OF "STUDT'S HOME PLACE" LOT 7 OF THE LAKE HOUSE FARM SUBDIVISION AND PART OF VACATED DECKER LANE" PART LOTS 1, 2 & 3 OF LAKE HOUSE FARM PLAT NO. 2 PART OF LOTS 7 & 8 OF THE LAKE HOUSE FARM SUBDIVISION IN SECTION 3, TOWNSHIP 45 NORTH, RANGE 5 EAST IN THE CITY OF CREVE COEUR, THE COUNTY OF ST. LOUIS, MISSOURI



LEGAL DESCRIPTION

A tract of land situated in the City of Creve Coeur, the County of St. Louis, and the State of Missouri, lying in part of Section 3, Township 45 North, Range 5 East, being part of Lot B of the Boundary Adjustment Plat of part of Lots 3 & 4 of 'Studt's Home Place', part of Lot 7 of the 'Lake House Farm Subdivision', and part of Vacated Decker Lane, said Boundary Adjustment filed for record in Plat Book 345 page 557 of the Land Records of said St. Louis County, Missouri, and part of Lot 7 of The Lake House Farm Subdivision as filed for record in Plat Book 9 page 74 of the land records of the City (former County) of St. Louis, and part of Lots 1, 2, and 3 of Lake House Farm Plat No. 2, a subdivision filed for record in Plat Book 43 page 16 of said Land records of St. Louis County, Missouri, and being more particularly described as follows:

BEGINNING at the Southeast corner of said Lot B, said corner being on the North right-of-way line of Studt Avenue, 50 feet wide; thence along said North right-of-way line of Studt Avenue, N89°04'W a distance of 163.94 feet to a point of curvature; thence 38.91 feet along the arc of a curve to the right, having a radius of 25.00 feet, through a central angle of 89°10'00", with a chord that bears N44°29'04"W a distance of 35.10 feet to a point of tangency on the East right-of-way line of Decker Lane, 50 feet wide; thence continuing along said East right-of-way line of Decker Lane, N00°05'56"E a distance of 389.19 feet; thence continuing along said East right-of-way line of Decker Lane S89°49'09"E a distance of 5.00 feet; thence continuing along said East right-of-way line of Decker Lane, N00°05'56"E a distance of 24.45 feet to a point of curvature; thence continuing along said East right-of-way line of Decker Lane, 282.74 feet along the arc of a curve to the left, having a radius of 180.00 feet, through a central angle of 90°00'00", with a chord that bears N44°54'04"W a distance of 254.56 feet to a point of tangency on the North right-of-way line of said Decker Lane; thence along said North right-of-way line of said Decker Lane, N89°54'04"W a distance of 66.85 feet to a point of curvature; thence 61.26 feet along the arc of a curve to the right, having a radius of 39.00 feet, through a central angle of 90°00'00", with a chord that bears N44°54'04"W a distance of 55.15 feet to a point of tangency on the East right-of-way line of Center Parkway Drive, 80 feet wide; thence along said East right-of-way line of Center Parkway Drive, N00°05'56"E a distance of 262.26 feet; thence continuing along said East right-of-way line of Center Parkway Drive, N89°40'21"E a distance of 1.47 feet; thence 97.57 feet along the arc of a curve to the right, having a radius of 50.88 feet, through a central angle of 109°52'22", with a chord that bears N54°25'26"E a distance of 83.30 feet to the Southern right-of-way line of Olive Street Road (Missouri State Route 340), width varies; thence along said Southern right-of-way line of Olive Street Road, S70°38'23"E a distance of 192.50 feet; thence continuing along said Southern right-of-way line of Olive Street Road, S70°38'25"E a distance of 116.96 feet; thence continuing along said Southern right-of-way line of Olive Street Road, S74°08'01"E a distance of 37.14 feet; thence S70°09'48"E a distance of 61.01 feet; thence continuing along said Southern right-of-way line of Olive Street Road, S70°45'53"E a distance of 91.84 feet to a point of curvature; thence continuing along said Southern right-of-way line of Olive Street Road, 62.91 feet along the arc of a curve to the left, having a radius of 2,920.93 feet, through a central angle of 01°14'02", with a chord that bears S71°22'54"E a distance of 62.91 feet to the intersection of said Southern right-of-way line of Olive Street Road and the West line of a tract of land conveyed to Western Oil, Inc. as described in Deed Book 15603 Page 315 of said Land records of St. Louis County, Missouri; thence leaving said Southern right-of-way line of Olive Street Road along said West line of the Western Oil, Inc. tract, S00°10'51"W a distance of 174.40 feet to the Southwest corner of said Western Oil, Inc. tract; thence along the South line of said Western Oil, Inc. tract, S89°49'09"E a distance of 159.73 feet to the intersection of said South line of said Western Oil, Inc. tract and the West right-of-way line of New Ballas Road, width varies; thence leaving said South line of said Western Oil, Inc. tract along said West right-of-way line of New Ballas Road, S02°06'51"W a distance of 69.94 feet to a point of curvature; thence continuing along said West right-of-way line of New Ballas Road, 118.62 feet along the arc of a curve to the left, having a radius of 2,905.00 feet, through a central angle of 02°20'22", with a chord that bears S00°56'40"W a distance of 118.61 feet to the intersection of said West right-of-way line of New Ballas Road and the North line of Lot A of said Boundary Adjustment Plat filed for record in Plat Book 345 page 55; thence leaving said West right-of-way line of New Ballas Road along said North line of Lot A, N89°49'09"W a distance of 204.60 feet; thence continuing along said North line of Lot A, S00°05'56"W a distance of 4.75 feet; thence continuing along said North line of Lot A, N89°49'09"W a distance of 94.46 feet to the Northwest corner of said Lot A; thence along the West line of said lot A, S00°05'56"W a distance of 28.37 feet; thence continuing along said West line of Lot A, S89°49'09"E a distance of 12.34 feet; thence continuing along said West line of Lot A, S00°05'56"W a distance of 392.17 feet to the point of beginning.

Containing 7.769 Acres.

PREPARED FOR:
ASBURY AUTOMOTIVE GROUP
CONTACT: BRAIN DEPOULI
2905 PREMIERE PARKWAY, SUITE 300
DULUTH, GA 30097
PH: (770)418-8343

© 2013 Grimes Consulting, Inc. All rights reserved

J:\2537Plans\PlazaJLR-TitleBlock.dwg\2/5/2013 11:19 AM\Jim Whisler

GRIMES CONSULTING, INC.
Civil Engineering & Surveying Services
GRIMES CONSULTING, INC.
PROFESSIONAL ENGINEER CORPORATION, E-1410-D
PROFESSIONAL LAND SURVEYING CORPORATION, LS-343-D
12300 OLD TESSON ROAD
SUITE 305
SAINT LOUIS, MO 63128
PH: (314) 846-6100
FAX: (314) 846-6800
www.grimesconsulting.com

PRAXIS3
architecture + multidisciplinary design
1776 Peachtree St, NW
Suite 400 South
Atlanta, GA 30309
404-875-4500 tel
404-875-8884 fax
www.praxis3.com

STATE OF MISSOURI — LEONARD J. MEERS — NUMBER E-28288 — REGISTERED PROFESSIONAL ENGINEER

LEONARD J. MEERS
PROFESSIONAL ENGINEER
E-28288

Copyright (c) 2013 Praxis3, PC.

All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by Praxis3 shall retain all common law, statutory and other reserved rights, including copyright thereto.

This drawing may not be reproduced in whole or in part without written permission of Praxis3. It is to be returned upon request. Scales as stated are valid on the original drawings which are 30" x 42".

Rev	Date	Comments

Client:
Asbury Automotive Group
200 SW 1st Avenue
Suite 1400
Ft. Lauderdale, FL 333301

Project:
Plaza BMW Creve Coeur
11858Olive Blvd.
Creve Coeur, MO 63141

Project Number: -
Grimes Project Number: 2757B

Site Key Plan:

Sheet Title:
EXISTING SITE PLAN

Sheet Number:
C1.0

MSD BASE MAP 1702
MSD P-16463-05
LOC. NO. 170612359
ZIP CODE 63141

100% REVIEW SET

Packet Pg. 98

2.1.1

Bracket Plot Off

(IN FEET)
1 inch = 20 ft.

PERTINENT DATA

SITE ADDRESS	11830–11912 OLIVE BLVD. 700–740 DECKER LN ST. LOUIS, MO 63141
LOCATOR NUMBER	170 61 2359, 2360, 2371, 2372 0951 & 0952
EXISTING ZONING	CORE BUSINESS DISTRICT
SITE AREA	7.77 ACRES
WATER SHED	DEER CREEK
WATER DISTRICT	MISSOURI–AMERICAN WATER
FIRE DISTRICT	CREVE COEUR
SCHOOL DISTRICT	PARKWAY
SEWER DISTRICT	M.S.D.
GAS SERVICE	LACLEDE GAS
ELECTRIC SERVICE	AMEREN UE
PHONE SERVICE	AT&T
FEMA MAP NUMBER	29189C0162H DATE: AUGUST 2, 1995

LOT COVERAGE

EXISTING LOT = 7.77 ACRES

PROPOSED LOT TOTAL = 338,446 SF (7.77 ACRES)
TOTAL BUILING/PARKING = 293,898 SF
TOTAL GRASS/SIDEWALK = 44,487 SF
PERCENT BUILDING/PARKING = 86.8%

BUILDING AREA = 136,770 SF
RATIO OF FLOOR AREA TO SITE AREA (FAR) = 40.4%

OPENSPACE LOST = 7,633 SF
OPENSPACE ADDED = 7,635 SF

PARKING COUNT

EXISTING PARKING STALLS	685 SPACES
PARKING STALLS REMOVED	–9 SPACES
PARKING STALLS ADDED	+7 SPACES
TOTAL AFTER AUDI PARKING STALLS	683 SPACES
PARKING STALLS REMOVED	–43 SPACES
PARKING STALLS ADDED	+11 SPACES
TOTAL AFTER BMW PARKING STALLS	651 SPACES

PROPOSED SERVICE BAY ADDITION
1,840 SF
FF 665.60

PROPOSED SHOWROOM ADDITION
3,685 SF
FF 665.60

#11858
PLAZA BMW
SHOWROOM/SERVICE
1 STORY BRICK, GLASS, STEEL
18,535 SF
±18' HIGH

18,150 SF
±20' HIGH
ZONED "CB"

1 STORY BRICK, GLASS
7,070 SF
±27' HIGH

#11830
PLAZA AUDI
SHOWROOM/SERVICE
1 STORY BRICK, GLASS, STEEL
41,770 SF
±18' HIGH

LOT B
PLAT BOOK 345, PAGE 557
ZONED "CB"

TRACT 1
338,446 SQ. FT.
7.769 AC.

N/F
THE GELBER FAMILY
LIMITED PARTNERSHIP
DB. 12699 Pg. 1205,
Parcel 2
Loc. No. 170–61–2272
749 Decker Lane

N/F
THE GELBER FAMILY
LIMITED PARTNERSHIP
DB. 12699 Pg. 1205, Parcel 3
Loc. No. 170–61–2360
11904 Olive Blvd.

N/F
ASBURY AUTOMOTIVE ST. LOUIS, L.L.C.
DB. 14562 Pg.2780, Parcel 1
Loc. No. 170–61–2359
11830 Olive Blvd.

N/F
SHOPS, L.L.C.
Pg. 2260
33–1221
Ballas Road

CITY OF N/F
U.S

OLIVE STREET (VARIABLE WIDTH)
(MISSOURI STATE HIGHWAY 340)
PUBLIC

CENTER PARKWAY

DECKER LANE VAC.
D.B. 8557, PG. 1589

10' WIDE EASEMENT
DB 4907 PG 161

10' WIDE EASEMENT
DB 4907 PG 179

10' WIDE EASEMENT
DB 4907 PG 171

5' WIDE EASEMENT PB 43 PG 16

5' WIDE EASEMENT VAC DB 7956 PG 2310

MSD 10' WIDE EASEMENT 4907/169

MSD 10' WIDE EASEMENT 4907/173

MSD 10' WIDE EASEMENT

DRAINAGE EASEMENT
DB 7643 PG. 1847

CROSS ACCESS EASEMENT
DB 11342 PG 515

L=282.74', R=180.00'
D=090°00'00"
Ch=N44°54'04"W, 254.56'

(1) 48"RCP & (3) 54" CMP
"EXISTING DETENTION"

N00°05'56"E 24.45'

S89°49'09"E 5.00'

S89°49'09"E 12.34'

S00°05'56"W 28.37'

S00°05'56"W 4.75'

S00°10'51"W 174.40'

S70°38'25"E 146.96'

S70°38'25"E 192.50'

S70°09'48"E 61.01'

S70°45'53"E 91.84'

S74°08'01"E
37.14'

L=62.91', R=2920.93'
D=001°14'02"
Ch=S71°22'54"E, 62.91'

94.46' M, 60.64' MSD

SANITARY LATERAL
& OIL/GREASE
INTERCEPTOR

STEPPING
STONES PATH

RELOCATED
SAN SEWER

HANDICAP
PARKING WITH
SIGNAGE

ROLLED CONCRETE
CURB & GUTTER

50.37'
FLUSH CURBING

TRENCH DRAIN AT
EDGE OF PARKING

STAMPED CONCRETE
DISPLAY AREA

STAINED
CONCRETE
CROSSWALK

SINGLE HEAD
12' PEDESTRIAN
LIGHT FIXTURE

18" SEAT WALL

SIDEWALK CONNECTION
TO PUBLIC WALK
WITH 6'X6' JOINT
PATTERN

NEW MASTER SIGN
(BY OTHERS)

EXISTING FOUNTAINS
(TO BE RESTORED AND PUT
BACK INTO OPERATION)

RELOCATE IRRIGATION
BACKFLOW PREVENTER

RELOCATE
STORM SEWER

RELOCATE
EXISTING LIGHT
FIXTURES

SUBTERRANEAN
PUMP SYSTEM FOR
FOUNTAINS

CONC BLOCK
FOUNTAIN PAD
(TYP)

TRANSFORMER

ELECTRICAL
PANEL

SAN. MH
TOP=662.99
FL=642.91

SAN. MH
TOP=663.52
FL=(FIELD VARIFY)

SAN. MH
TOP=648.56
FL=

SAN. MH
TOP=665.01
FL=654.54

SAN. MH
TOP=652.15
FL=647.90

1702–118S
SAN. MH
TOP=649.24
FL=642.01

1702–117S
SAN. MH
TOP=649.24
FL=642.01

1702–120S
SAN. MH
TOP=665.01
FL=654.54

1702–121S
SAN. MH
TOP=664.79
FL=(FIELD VERIFY)

STORM MH
TOP=649.98
FL=645.43

STORM MH
TOP=649.27
FL=644.49

STORM MH
TOP=666.03
FL=655.78

STORM MH
TOP=665.57
FL=653.52

STORM MH
TOP=664.72
FL=660.20

STORM MH
TOP=664.56
FL=659.56
(WATER TRAPED)

1702–118D
GRATE INLET
TOP=662.30
FL=(FIELD VARIFY)

1702–187D
GRATE INLET
TOP=663.85
FL=(FIELD VERIFY)

1702–189D
CURB INLET
TOP=664.55
FL=652.80

1702–184D
GRATE INLET
TOP=664.36
FL=660.66

1702–2700
CURB INLET
TOP=650.63
FL=644.98

1702–1888
GRATE INLET
TOP=662.47
FL=655.17

1702–190D
GRATE INLET
TOP=660.76
FL=656.96

1702–191D
CURB INLET
TOP=663.58
FL=655.58

1702–174D
GRATE INLET
TOP=660.80
FL=655.60

1702–175D
GRATE INLET
TOP=660.90
FL=654.20

1702–176D
STORM MH
TOP=660.87
FL=653.25

1702–180D
STORM MH
TOP=661.88
FL=(FIELD VERIFY)

1702–103S
SAN. MH
TOP=659.38
FL=653.12

GRATE INLET
TOP=645.65
FL=642.50

CURB INLET
TOP=658.28
FL=653.85

GRATE INLET
TOP=659.23

GRATE INLET
TOP=665.73

GRATE INLET
TOP=664.38
FL=660.83

GRATE INLET
TOP=664.20
FL=660.97

GRATE INLET
TOP=663.95
FL=661.30

GRATE INLET
TOP=668.15
FL=666.10

GRATE INLET
TOP=670.06
FL=667.42

GRATE INLET
TOP=663.30
FL=661.70

OIL/GREASE
TOP=665.77
FL=(FIELD VERIFY)

INV=658.34

INV=658.07

INV=661.53

INV=664.30

INV=664.45

INV=664.47

FF=665.67

FF=665.60

FF=665.63

FF=666.58

FF=666.63

TC 664.50
BC 664.20

TC 664.32
BC 664.02

TC 664.22
BC 664.22

TC 664.03
BC 663.78

TC 664.36
BC 664.11

TC 665.00
BC 665.00

TC 665.00
BC 664.75

TC 665.16
BC 664.33

TC 664.98
BC 664.73

TC 665.78
BC 665.28

TC 665.45
BC 664.90

TC 665.45
BC 665.20

TC 665.45
BC 665.30

TC 665.45
BC 665.20

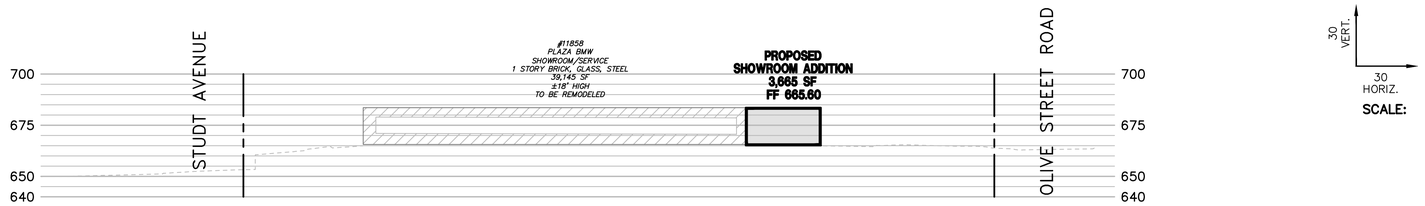
TC 664.30
BC 664.00

TC 664.45
BC 664.15

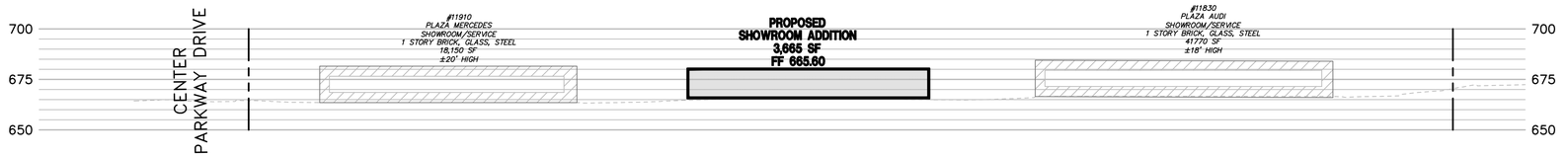
TC 664.45
BC 664.20

TC 664.45
BC 664.20

TC 664.45
BC 664.20



SECTION A-A



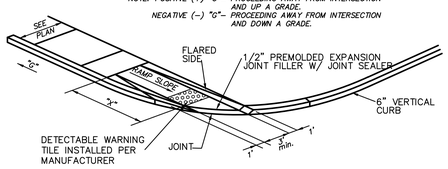
SECTION B-B

CURB RAMPS NOTES

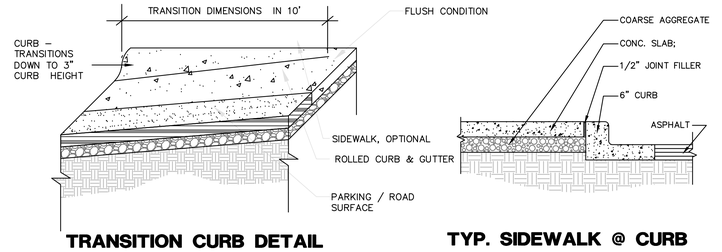
1. DO NOT SCALE DRAWING. FOLLOW DIMENSIONS.
2. SIDEWALKS AND SIDEWALK CURB RAMPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THESE DETAILS AND THE CURRENT APPROVED "AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES" (ADAAG).
3. MINIMUM SIDEWALK WIDTH ALONG 6" VERTICAL CURB SHALL BE 5 FEET.
4. MAXIMUM SIDEWALK CROSS SLOPE 0.02"/FT.PROVIDE A LANDING AT THE TOP OF EACH STRAIGHT RAMP WHEN THE GRADE ALONG CURB ("G") IS GREATER THAN +2% AND LESS THAN +7%. FOR OTHER VALUES OF "G", INCLUDING ALL NEGATIVE (–) VALUES, NO LANDING IS REQUIRED.
5. IF INTEGRAL CONCRETE CURB IS CONSTRUCTED, STRIKE A DUMMY JOINT ACROSS BOTTOM OF RAMP AT CURB LINE.
6. A DETECTABLE WARNING CONSISTING OF TRUNCATED DOMES SHALL BE PLACED AT EACH CURB RAMP. IF CURB CUTS ARE USED TO ALLOW A CROSSWALK TO PASS THROUGH AN ISLAND THEN DETECTABLE WARNINGS SHALL BE PLACED AT EACH EXIT POINT FROM THE ISLAND.
7. THE DETECTABLE WARNING SHALL BE A PRE-MOLDED TILE CAST DIRECTLY INTO THE CONCRETE.
8. THE WARNING SURFACE SHALL CONTRAST VISUALLY WITH ADJOINING SURFACES, EITHER LIGHT ON DARK, OR DARK ON LIGHT.
9. THE DETECTABLE WARNING SHALL BE PLACED WITHIN 6 TO 8 INCHES OF THE CURB LINE.
10. THE DETECTABLE WARNING SHALL EXTEND 24 INCHES IN THE DIRECTION OF TRAVEL AND THE FULL WIDTH OF THE RAMP, LANDING, OR BLENDED TRANSITION.
11. TRANSITIONS FROM RAMPS TO WALKS, GUTTERS, OR STREETS SHALL BE FLUSH AND FREE OF ABRUPT CHANGES.

"G" GRADE ALONG CURB (%)	"X" MIN. LENGTH OF RAMP SLOPE (L.F.)
NEGATIVE (–) VALUES	6
0 TO +1	7
+1.01 TO +2	8
+2.01 TO +3	10
+3.01 TO +4	12
GREATER THAN +4	15

NOTE: POSITIVE (+) "G"– PROCEEDING AWAY FROM INTERSECTION AND UP A GRADE.
NEGATIVE (–) "G"– PROCEEDING AWAY FROM INTERSECTION AND DOWN A GRADE.

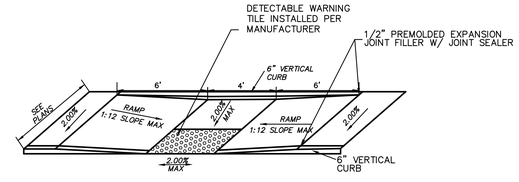


STRAIGHT CURB RAMP (TYPE 2)



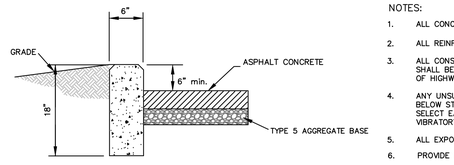
TRANSITION CURB DETAIL

TYP. SIDEWALK @ CURB



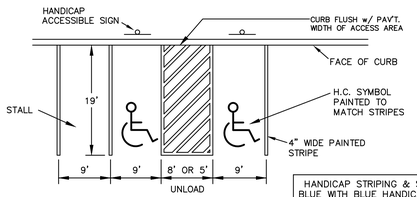
PARALLEL CURB RAMP - 6" VERTICAL CURB (TYPE 10)

ROLLED CURB AND GUTTER DETAIL



NOTES:
1. ALL CONCRETE SHALL BE MIN. FC.=3000 P.S.I.
2. ALL REINFORCING STEEL SHALL BE GRADE 60.
3. ALL CONSTRUCTION MATERIALS AND METHODS OF CONSTRUCTION SHALL BE IN ACCORDANCE WITH ST. LOUIS COUNTY DEPARTMENT OF HIGHWAYS & TRAFFIC.
4. ANY UNSUITABLE SOIL (AS DETERMINED BY SOILS ENGINEER) BELOW STRUCTURE SHALL BE REMOVED AND REPLACED WITH SELECT EARTHEN MATERIAL COMPACTED IN PLACE WITH VIBRATORY TAMPER.
5. ALL EXPOSED CONCRETE EDGES TO HAVE 3/4" CHAMFER.
6. PROVIDE 1/2" EXPANSION JOINTS AT 20' CENTERS.

18" BARRIER CURB

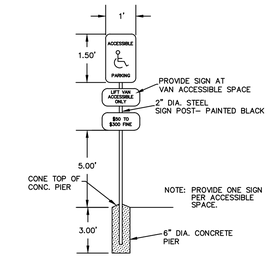


NOTE: ONE IN EVERY FOUR ACCESSIBLE SPACES, BUT NOT LESS THAN ONE, SHALL BE SERVED BY AN ACCESS AISLE A MINIMUM OF NINETY-SIX INCHES WIDE AND SHALL BE DESIGNATED "LIFT VAN ACCESSIBLE ONLY"

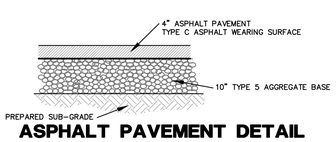
TYPICAL HANDICAP PARKING STALLS

HANDICAP STRIPING & SIGN TO BE BLUE WITH BLUE HANDICAP SYMBOLS ALL OTHER STRIPING TO BE WHITE (PAINT PER SPECIFICATIONS)

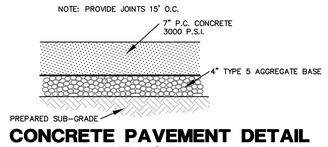
HANDICAP PARKING DETAILS



ACCESSIBLE PARKING SIGN

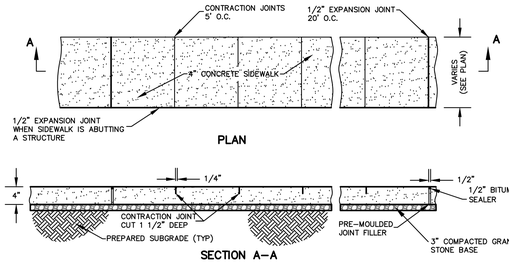


ASPHALT PAVEMENT DETAIL



CONCRETE PAVEMENT DETAIL

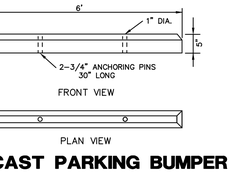
DUMPSTER PAD/ENTRANCE



SECTION A–A

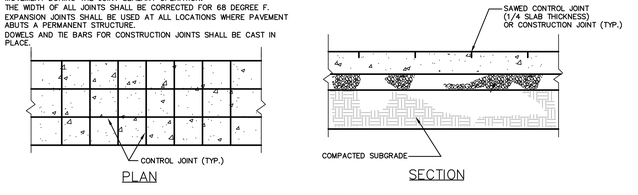
DETAIL OF CONCRETE SIDEWALK

ALL SIDEWALKS TO BE CONSTRUCTED TO ST. LOUIS COUNTY ADA STANDARDS



PRE-CAST PARKING BUMPER

NOTES:
1. LONGITUDINAL AND TRANSVERSE JOINTS SHALL BE SAWED AS INDICATED.
2. THE JOINT SEAL MANUFACTURER'S SPECIFICATIONS SHALL BE COMPATIBLE WITH THE JOINT CONFIGURATION. PROVIDE TYPICAL DETAILS FOR CONSTRUCTION & EXP. JTS.
3. FOR ALL JOINTS THE BACKER ROD MATERIAL SHALL BE COMPATIBLE WITH THE COLD POURED SEALANT AND SLIGHTLY OVERSIZED TO PREVENT MOVEMENT DURING THE JOINT SEALANT OPERATION.
4. THE WIDTH OF ALL JOINTS SHALL BE CORRECTED FOR 68 DEGREE F.
5. EXPANSION JOINTS SHALL BE USED AT ALL LOCATIONS WHERE PAVEMENT ABUTS A PERMANENT STRUCTURE.
6. DOWELS AND TIE BARS FOR CONSTRUCTION JOINTS SHALL BE CAST IN PLACE.



CONCRETE PAVEMENT DETAIL

PREPARED FOR:
ASBURY AUTOMOTIVE GROUP
CONTACT: BRAIN DEPOULI
2905 PREMIERE PARKWAY, SUITE 300
DULUTH, GA 30097
PH: (770)418-8343

MSD BASE MAP 1702
MSD P–16463–05
LOC. NO. 170612359
ZIP CODE 63141

GRIMES CONSULTING, INC.
Civil Engineering & Surveying Services
12300 OLD TESSON ROAD
SUITE 1300
SAINT LOUIS, MO 63128
PH: (314) 849-6100
FAX: (314) 849-6110
www.grimesconsulting.com
GRIMES CONSULTING, INC.
PROFESSIONAL ENGINEER CORPORATION, E-1419-D
PROFESSIONAL LAND SURVEYING CORPORATION, LS-343-D

PRAXIS3
architecture + multidisciplinary design
1776 Peachtree St, NW
Suite 400 South
Atlanta, GA 30309
404-875-4500 tel
404-876-8884 fax
www.praxis3.com

STATE OF MISSOURI
LEONARD J. MEERS
NUMBER E-28288
PROFESSIONAL ENGINEER
4/11/16
LEONARD J. MEERS
PROFESSIONAL ENGINEER
E–28288

Copyright (c) 2013 Praxis3, PC.

All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by Praxis3 shall retain all common law, statutory and other reserved rights, including copyright thereto.

This drawing may not be reproduced in whole or in part without written permission of Praxis3. It is to be returned upon request. Scales as stated are valid on the original drawings which are 30" x 42".

Rev	Date	Comments

Client:
Asbury Automotive Group
200 SW 1st Avenue
Suite 1400
Ft. Lauderdale, FL 333301

Project:
Plaza BMW Creve Coeur
11858Olive Blvd.
Creve Coeur, MO 63141

Project Number: -
Grimes Project Number: 2757B

Site Key Plan:

Sheet Title:
SITE SECTIONS

Sheet Number:
C3.0

100% REVIEW SET

© 2013 Grimes Consulting, Inc. All rights reserved

J:\2537\Plans\Plaza\LR-TitleBlock.dwg\2/5/2013 11:19 AM\Jim Whisler

BILL NUMBER 3220

ORDINANCE NUMBER 2240

AN ORDINANCE TO REPEAL ORDINANCES 1862, 1777, 1376, 1368 AND 1321 AND TO AUTHORIZE A NEW ORDINANCE FOR THE ISSUANCE OF A CONDITIONAL USE PERMIT FOR THE OPERATION OF AN AUTOMOBILE SALES AND SERVICE FACILITIES AND ALSO TO AUTHORIZE AUTOMOBILE LEASING FACILITIES BY THE PLAZA MOTORS COMPANY AT 11830 OLIVE BOULEVARD, IN THE 'CB' CORE BUSINESS DISTRICT, SUBJECT TO THE CONDITIONS HEREIN SETFORTH

WHEREAS, application was made by Mr. Dan Tate, on behalf of the Plaza Motors Company, for a Conditional Use Permit and Site Development Plan for a proposed Lexus Dealership on the properties comprising five (5) acres between Emerson Road and Decker Lane, zoned CB, Core Business District, and

WHEREAS, Community Development staff recommended the repeal of all prior ordinances for Plaza Motors Company and the passage of a single ordinance for the entire Plaza Motors campus including the proposed Lexus Dealership, and

WHEREAS, under Section 26-43.3(f), automotive dealerships and 26-43.3(i) auto rental and leasing require the issuance of a Conditional Use Permit as defined under Section 26-114, and

WHEREAS, on October 7, 2003, the Planning and Zoning Commission of the City of Creve Coeur, by unanimous vote recommended approval of said application as per Section 26-114.4(b), and

WHEREAS, a Public Hearing was held by the Creve Coeur City Council on October 27, 2003 beginning at 7:00 p.m. or immediately following the close of the previous Public Hearing, on said application for the Conditional Use Permit as provided by Article 9, Section 26-114 of Ordinance Number 1903 of the City of Creve Coeur, 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 on October 10, 2003 and in the West County Journal on October 12, 2003 newspapers of general circulation in the City of Creve Coeur, and

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

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

Now, therefore, be it Ordained by the City Council of the City of Creve Coeur as follows:

Section 1: The Conditional Use Permit authorized shall be subject to all ordinances, rules and regulations of the City of Creve Coeur and is issued pursuant to Section 3 hereof for the inclusion of the property commonly know as the Plaza Motors campus, zoned CB, Core Business District, subject to the hereinafter stated conditions, for the campus with boundaries established by the amended Site Concept prepared by TRI Architekts, Inc. and received by the Department of Community Development on September 25, 2003.

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

1. This conditional use permit is for the operation of automobile sales and service facilities, SIC Code 5511, and automobile leasing facilities, SIC 7515.
2. The campus shall be developed in accordance with the approved Site Concept Plan prepared by TRI Architekts, Inc. and received by the Department of Community Development on October 16, 2003. Any future enlargement, extension, expansion or alteration in the use of the structures or campus, above and beyond the approved Site Concept Plan shall require approval by the City Council upon receipt of the recommendation of the Planning and Zoning Commission as an amendment to the Conditional Use Permit before a Building Permit for the enlargement or alteration may be issued. Planned site development as shown on the approved Site Concept Plan shall be reviewed by City Council upon receipt of a recommendation by the Planning and Zoning Commission as required by Section 26-43.7(a) of the Zoning Ordinance.
3. The hours of operation shall not exceed 6:00 A.M. to 10:00 P.M.
4. All trash collection or dumpsters shall be properly screened from view as approved by the City of Creve Coeur.
5. Parking on the Plaza Motors Campus shall be restricted to the following:
   a) Parking shall be prohibited within 35 feet of the right-of-way along Center Parkway. The short-term staging of demonstration vehicles shall be allowed, providing that pavement markings and signage to delineate staging areas are installed, as directed by the Department of Community Development.
   b) Public parking shall be prohibited on internal driveways which are located between a line connecting the northeast corner of Building A (BMW/Cadillac showroom) and the northeast corner of Building B (Mercedes Benz showroom) and the Olive Boulevard right-of-way. The short-term staging of vehicles shall be allowed providing that pavement markings and signage to delineate staging areas are installed, as directed by the Department of Community Development.
   c) Parking for the short-term staging of vehicles shall be permitted on the internal drive between the service garage and the rear parking lot for Building "A" providing that pavement markings and signage to delineate staging areas are installed, as directed by the Department of Community Development.
   d) Low-level landscaping shall be installed in front of the customer parking area for Building "C" in order to screen parking spaces from Olive Boulevard.
   e) The loading and unloading of vehicles shall be permitted within the center lane of Decker Lane, a public street, between Studt Avenue and the private drive adjacent to the northern extent of the service garage provided that precautions are taken including, but not limited to, the placement of temporary traffic control markers and pavement markings near the work area. The city reserves the right to revoke permission to use the street for loading

purposes should an apparent and immediate threat to the general welfare and safety of the city's residents and visitors be determined. Revocation shall be directed by City Council upon the issuance of a temporary suspension order by the Creve Coeur Police Department. Should revocation occur, Plaza Motors shall be required to cease loading activity on Decker Lane immediately.

f) Public parking shall be prohibited in the parking structure. Only the storage of inventory vehicles shall occur on the top level parking structure.

g) The storage of damaged or wrecked vehicles shall not occur in the parking lot located at the northeast corner of Decker Lane and Old Ballas Road.

h) The parking lot on the northeast corner of the intersection of Old Ballas Road and Decker Lane shall be developed and maintained in accordance with the Site Development Plan prepared by Clayton Engineering Co. with an issue date of January 7, 1997 and a latest revision date of May 21, 1997.

i) Off-site accessory parking allowing Plaza Motors to park vehicles at Creve Coeur Corporate Center is approved by the Planning and Zoning Commission per Section 26-91.5 of the Zoning Ordinance. A copy of the agreement shall be reviewed by the City Attorney and thereafter recorded with the St. Louis County Recorder of Deeds. The applicant shall submit two (2) recorded copies of the agreement with the Department of Community Development.

6. Discarded automobiles parts are to be kept entirely within an enclosed trash collection area or inside the buildings.
7. No building is to be erected on the properties addressed 630-648 Decker Lane, which is currently a Plaza Motors parking area at the northeast corner of Decker Lane and Old Ballas Road, until the property addressed as 652 Decker Lane is added to the property assemblage.
8. Plaza Motors shall participate in the cost of the traffic signalization of that portion of the N. New Ballas and Studt Avenue intersection outside the boundaries of the former T.I.F. district by contributing $20,000.00.
9. All signage shall conform to the Plaza Motors Master Signage Plan (current or future). No pennants, fringes, lights, pin wheels, or other similar devices for attracting attention may be displayed at any time in connection with the operation of the business.
10. Parking lot lighting shall consist of full cut-off (73° cut-off angle), downcast fixtures with the illuminant source shielded from view, except architecturally significant lighting and lighting directed onto the building facades, as approved by the Planning and Zoning Commission.
11. All landscaping shall meet the Landscaping Guidelines, Section 26-62 of the Zoning Ordinance.
12. The use of existing outdoor speakers or a paging system shall be permitted. Outdoor speakers are not permitted on new facilities.
13. A copy of all herein attached conditions shall be furnished by the owner or petitioner to the operator(s) or manager(s) including successive operator(s), owner(s) or manager(s) who shall forward to the Zoning Enforcement Officer an acknowledgement that he or she has read and understood each of these conditions and agrees to comply therewith.
14. Any transfer of ownership or lease of the property shall include in the transfer or lease agreement a provision that the purchaser or lessee agrees to be bound by the approved Site Development Plan for the property and the conditions herein set forth, and written confirmation thereof signed by the new owner or lessee shall be filed with the City at the time of such transfer or lease.

15. All conditions contained within this permit shall be posted upon the properties in such a manner that it is visible to the public and the operator of said facilities.
16. 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.

Section 3: The City Administrator of the City of Creve Coeur is hereby authorized and directed to issue a Conditional Use Permit in accordance with the provisions of this ordinance, said permit to expressly provide for the conditions and stipulations hereinabove set out in Section 2 of this ordinance.

Section 4: This ordinance shall become effective 15 days after adoption by the City Council and the signing thereof by the Mayor.

Adopted by City Council this 10th day of November, 2003.

Beth Kistner
BETH KISTNER
PRESIDENT OF CITY COUNCIL

Approved this 10th day of November, 2003.

HAROLD DIELMANN
MAYOR

ATTEST:

LaVerne Collins
LAVERNE COLLINS, CMC
CITY CLERK

AMENDED BILL NO. 5533 ORDINANCE NO. 5411

AN ORDINANCE AMENDING CONDITIONAL USE PERMIT APPROVED BY ORDINANCE NUMBER 2240 TO AUTHORIZE RENOVATIONS TO THE BUILDING LOCATED AT 11830 OLIVE BOULEVARD WITHIN THE PLAZA MOTORS CAMPUS FOR THE PLAZA AUDI DEALERSHIP

WHEREAS, under Section 405.370(C), new and used automotive dealers in the "CB", Commercial zoning district require the issuance of a conditional use permit as provided in Section 405.1070, Conditional Use Permits; and

WHEREAS, conditional use permit ordinance #2240 was approved by the City Council on November 10, 2003, for the operation of a new and used automotive dealership for Plaza Motors pursuant to its current campus layout; and

WHEREAS, an application was submitted by Jerry Patterson of Plaza Motors Company, on behalf of Asbury Automotive, Inc., to amend the conditional use permit to allow for the renovation of the building at 11830 Olive Boulevard for the same use; and

WHEREAS, Section 405.1070 states, in part, that any future enlargement or alteration in the use of the structure or site must be approved by the City Council upon receipt of the recommendation of the Planning and Zoning Commission as an amendment to the conditional use permit before a building permit for the enlargement or alteration may be issued; and

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Monday, January 5, 2015, beginning at 7:00 p.m. or immediately following the close of the previous public hearing, on said application for the amendment to 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 7-0 vote, recommended approval of the request, subject to the conditions contained herein, at its meeting on January 5, 2015; 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 amended conditional use, when subject to certain conditions set forth herein:

1. Complies with all other applicable provisions of this Chapter including environmental performance standards presented in Section 405.550, the criteria in Section 405.470 and the standards of this Chapter in regard to yard and setback, parking and loading areas, screening and buffering, refuse, storage and service areas and signs.
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 ordained by the City Council of the City of Creve Coeur, St. Louis County, Missouri, as follows:

Section 1: Ordinances Number 2240 is hereby amended as follows and all other conditions shall remain the same:

1. Section 2 of Ordinance Number 2240 shall be amended to include the renovation of the building located at 11830 Olive Boulevard for the Plaza Audi Showroom in accordance with the "Site Development Plan" prepared by Praxis3 Architecture + Multidisciplinary Design and submitted on December 8, 2014, the "Exterior Elevations - Alternate," prepared by Praxis3 Architecture + Multidisciplinary Design, dated January 8, 2014 and submitted on January 9, 2014, and also the "Master Planting Plan" prepared by Landscape Technologies and signed by Randall W. Mardis on December 4, 2014, except as modified below.
2. The applicant is required to submit a Site Improvement Permit application, showing all exterior and landscape improvements, as required by Section 420.070 of the Land Disturbance Code. The permit application shall be in substantial conformance with the "Site Development Plan" prepared by Praxis3 Architecture + Multidisciplinary Design and submitted on December 8, 2014, and the "Master Planting Plan" prepared by Landscape Technologies and signed by Randall W. Mardis on December 4, 2014 as bound together and submitted on December 8, 2014, in conjunction with Application #14-042 by Plaza Motor Company.
3. The applicant is required to submit a Building Permit application, as required by Article II of the Building Code. Exterior elevations shall be in substantial conformance with the "Exterior Elevations - Alternate" and "Details" both dated January 8, 2015, as bound together and submitted in conjunction with Application #14-041.
4. Vegetation that is totally or predominantly dead and/or disfigured due to disease or injury shall be replaced as needed and in a prompt and workmanlike manner as dictated by accepted horticultural standards.

Section 2: The City Administrator of the City of Creve Coeur is hereby authorized and directed to issue an amended 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 1 of this ordinance as well as previously imposed conditions. Exercise of the rights granted pursuant to the issued permit shall constitute acceptance of all conditions and stipulations set forth herein.

SECTION 3: This ordinance shall become effective in accordance with Section 3.11 (g) of the City Charter.

AMENDED BILL NO. 5533 **ORDINANCE NO. 5411**

ADOPTED THIS 26 DAY OF January, 2015.

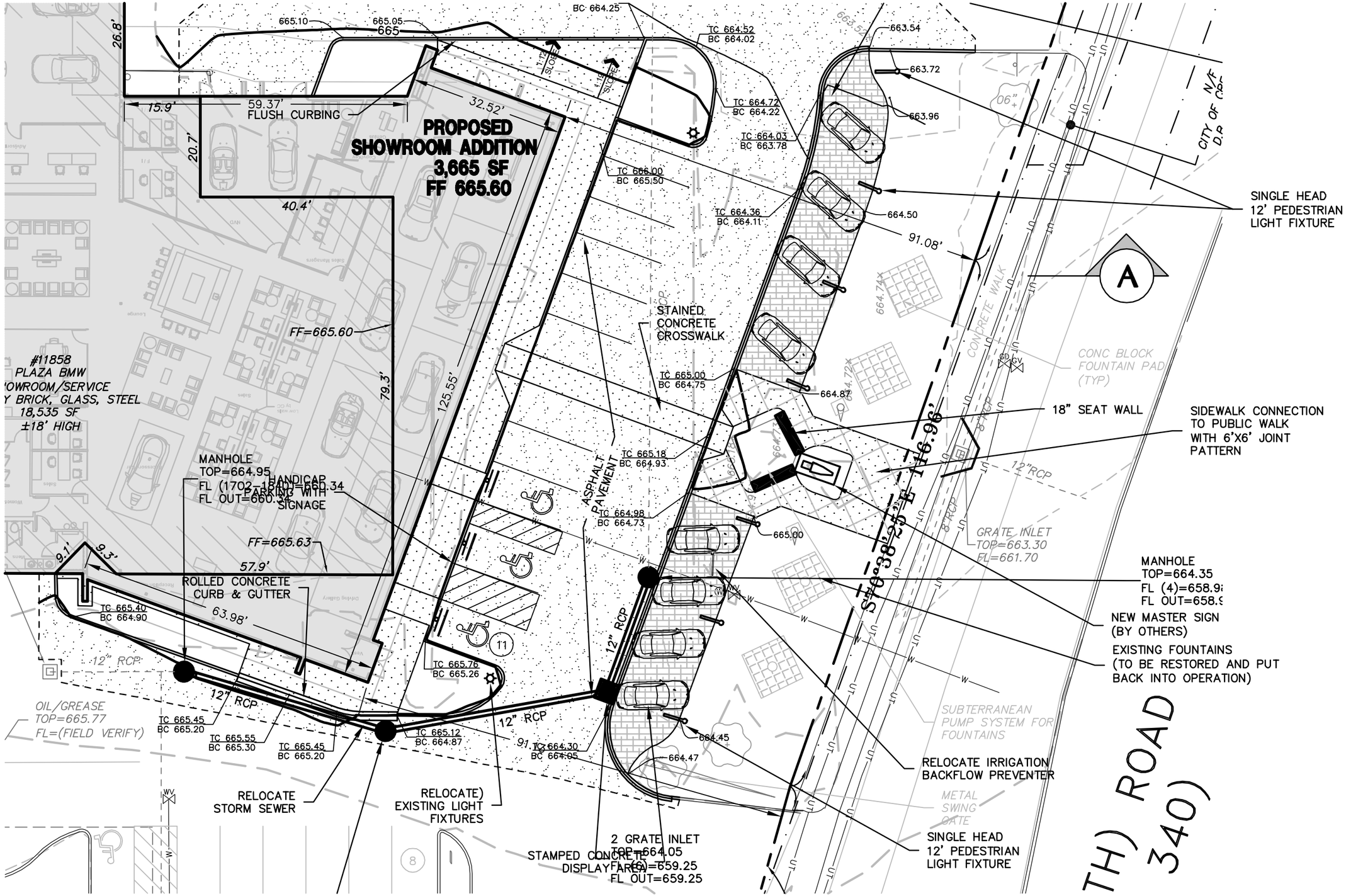
Charlotte D'Alfonso
CHARLOTTE D'ALFONSO
PRESIDENT OF CITY COUNCIL

APPROVED THIS 26 DAY OF January, 2015.

BARRY GLANTZ
MAYOR

ATTEST:

Deborah Ryan
DEBORAH RYAN, MPCC
CITY CLERK


PROPOSED
SHOWROOM ADDITION
3,665 SF
FF 665.60
59.37'
FLUSH CURBING
15.9'
26.8'
20.7'
40.4'
32.52'
79.3'
125.55'
FF=665.60
#11858
PLAZA BMW
'OWROOM/SERVICE
Y BRICK, GLASS, STEEL
18,535 SF
±18' HIGH
MANHOLE
TOP=664.95
FL (1702_18"D)=660.34
FL OUT=660.34
HANDICAP
PARKING WITH
SIGNAGE
FF=665.63
57.9'
ROLLED CONCRETE
CURB & GUTTER
9.1'
9.3'
63.98'
12" RCP
OIL/GREASE
TOP=665.77
FL=(FIELD VERIFY)
RELOCATE
STORM SEWER
RELOCATE)
EXISTING LIGHT
FIXTURES
STAINED
CONCRETE
CROSSWALK
ASPHALT
PAVEMENT
STAMPED CONCRETE
DISPLAY AREA
2 GRATE INLET
TOP=664.05
FL (4)=659.25
FL OUT=659.25
665.10
665.05
665
BC 664.25
TC 664.52
BC 664.02
663.54
663.72
663.96
TC 664.72
BC 664.22
TC 664.03
BC 663.78
TC 666.00
BC 665.50
TC 664.36
BC 664.11
664.50
91.08'
TC 665.00
BC 664.75
664.87
TC 665.18
BC 664.93
TC 664.98
BC 664.73
665.00
TC 665.40
BC 664.90
TC 665.76
BC 665.26
TC 665.45
BC 665.20
TC 665.55
BC 665.30
TC 665.45
BC 665.20
TC 665.12
BC 664.87
91.08'
TC 664.30
BC 664.95
664.45
664.47
SINGLE HEAD
12' PEDESTRIAN
LIGHT FIXTURE
A
CONCRETE WALK
CONC BLOCK
FOUNTAIN PAD
(TYP)
18" SEAT WALL
SIDEWALK CONNECTION
TO PUBLIC WALK
WITH 6'X6' JOINT
PATTERN
12"RCP
8"RCP
GRATE INLET
TOP=663.30
FL=661.70
MANHOLE
TOP=664.35
FL (4)=658.9
FL OUT=658.9
NEW MASTER SIGN
(BY OTHERS)
EXISTING FOUNTAINS
(TO BE RESTORED AND PUT
BACK INTO OPERATION)
SUBTERRANEAN
PUMP SYSTEM FOR
FOUNTAINS
RELOCATE IRRIGATION
BACKFLOW PREVENTER
METAL
SWING
GATE
SINGLE HEAD
12' PEDESTRIAN
LIGHT FIXTURE
S70°38'25"E 116.96'
TH) ROAD
340)
CITY OF
N/F

city of CREVE COEUR

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

APPLICATION TO PLANNING AND ZONING COMMISSION #16-012 FOR A CONDITIONAL USE PERMIT AND SITE DEVELOPMENT PLAN FOR THE RENOVATION OF THE PLAZA BMW DEALERSHIP AT 11858 OLIVE BOULEVARD

FOR THE MEETING OF: Monday, April 18, 2016, 6:30 PM

LOCATION: 11858 Olive Boulevard, within the Plaza Motors Campus. Zoned CB-Core Business District.

REQUEST: Brian DePouli, of Asbury Automotive Group, has submitted a request to amend the conditional use permit and site development plan for Plaza Motors to allow a service bay addition to the rear and a showroom addition to the front as part of an exterior renovation of the Plaza BMW Dealership building located at 11858 Olive Boulevard. The existing façade for BMW was approved in 2005 by the Planning and Zoning Commission and City Council.

ADDITIONAL INFORMATION: New Car Dealers (NAICS 441110) are permitted as conditional uses with review and approval by the City Council upon the recommendation of the Planning and Zoning Commission. Plaza Motors Company received a conditional use permit on February 13, 1989 for an automobile showroom sales and service facility at 11830 Olive Boulevard (Ordinance No. 1321). Amending Ordinances 1368, 1376, 1777, 2225 and 2240 (approved December 11, 1989, March 12 1990, and February 12, 1996, July 14, 2003, and November 10, 2003 respectively) allowed for the expansion of the original use to the current campus setting. In 2014, Ordinance 5411 amended Ordinance 2240 for the renovation of the Plaza Audi building.

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

Comp. Plan References
- Goals and Strategies
- Central Business District
- Pedestrian Plan
- Design Guidelines

Zoning Code References
- Section 405.210: Regulation of Uses
- Section 405.370: "CB" Core Business District
- Section 405.470: Conditional Uses
- Section 405.1080 Site Development Plans

APPLICANT: Brian DePouli
Director of Construction and Facilities
Asbury Automotive Group
2905 Premiere Parkway, Suite 300
Duluth, GA 30097

OWNER: Asbury Automotive Group
2905 Premier Parkway
Duluth, GA 30097

REPORT PREPARED BY: Whitney Kelly, AICP, City Planner
DATE: April 14, 2016
ATTACHMENTS: Draft Ordinance
Applicant's submittal documents received April 11, 2016 and Photometric Plan received April 13, 2016
Ordinance 2240 and 5411

PROJECT DESCRIPTION

Plaza Motors is seeking to renovate the BMW space. The renovations will move the building closer toward Olive Boulevard and angle the façade to create a "landing strip" design as you enter the site that is a corporate requirement of BMW. The existing square building is 93.3 feet from Olive Boulevard at the east corner and 119.6 feet at the west corner. The proposed addition moves the building to approximately 91.13 feet at the eastern corner of the addition, and 91.08 feet at the western corner from Olive Boulevard. A new display plaza area to showcase the cars will be created along Olive Boulevard, and the fountains will be returned to working order, per the images below:

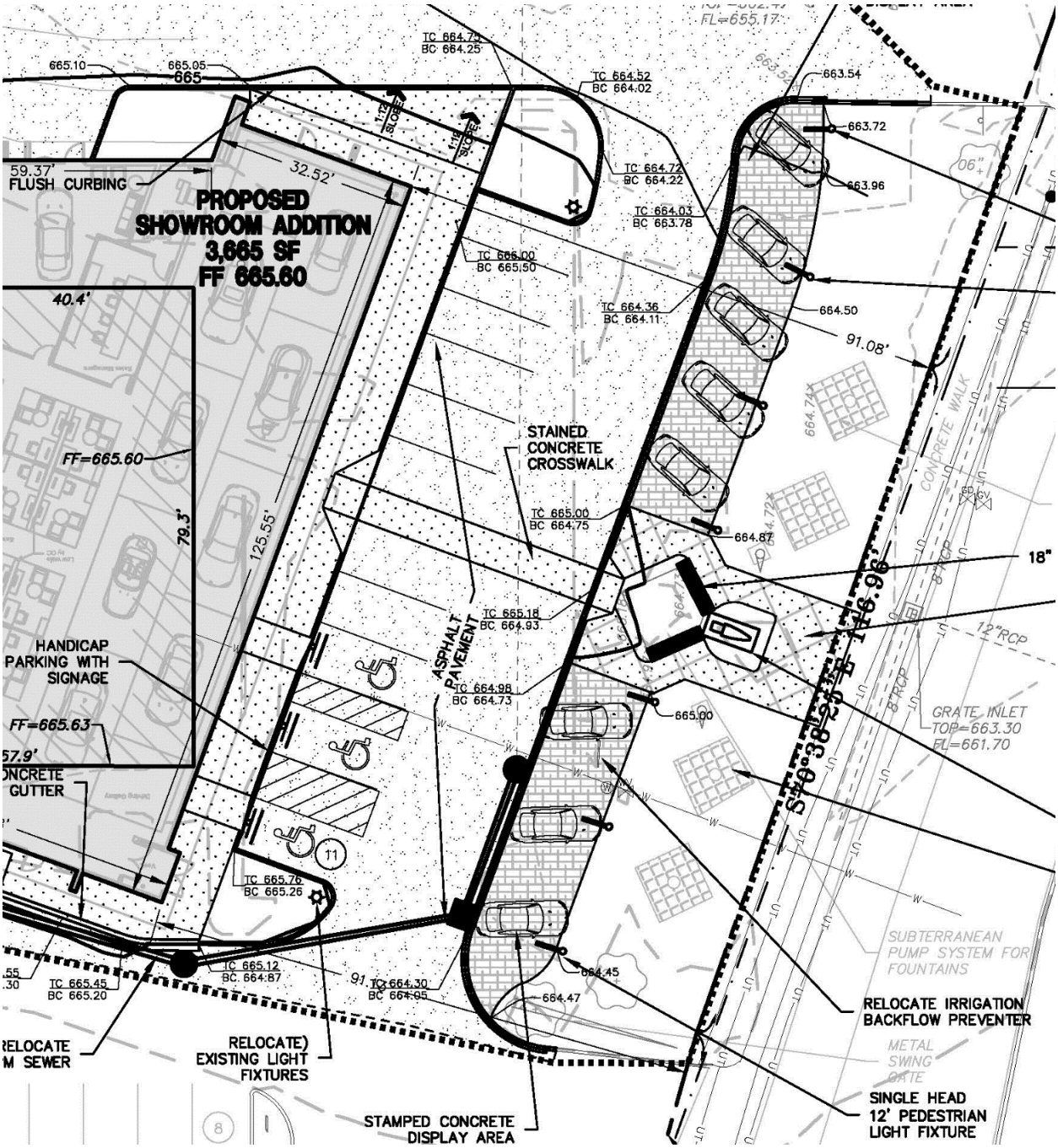


Figure 1: Detail of Site Plan showing proposed new addition at the front with new display area

The Applicant has indicated that the addition is to meet with BMW required layout, and elements have been incorporated to be unique to the site, such as incorporating existing brick details to be consistent with the overall campus, where BMW wanted a white stucco, and where the new white stucco has been included, it is done so on a lesser scale than the typical model. The front door would be relocated to the front, eastern corner of the building. The Applicant will maintain the existing brick for the remainder of the building, and the new service addition to the rear will be brick to match the existing building.

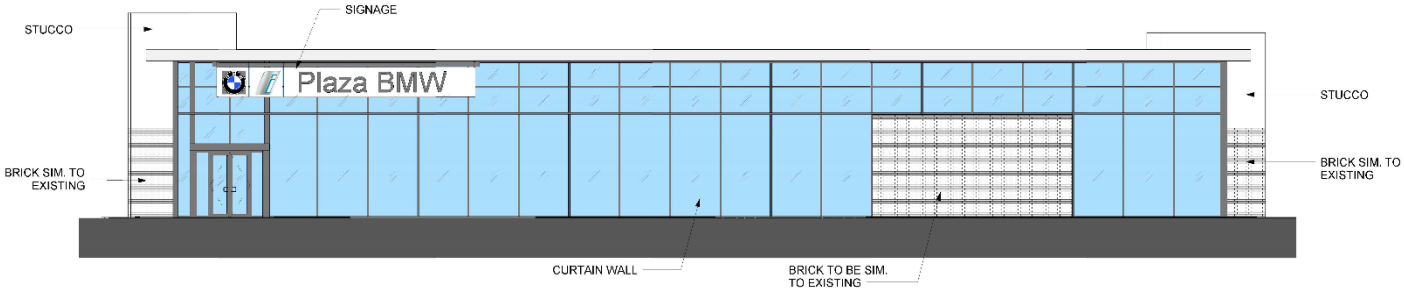


Figure 2: North Elevation

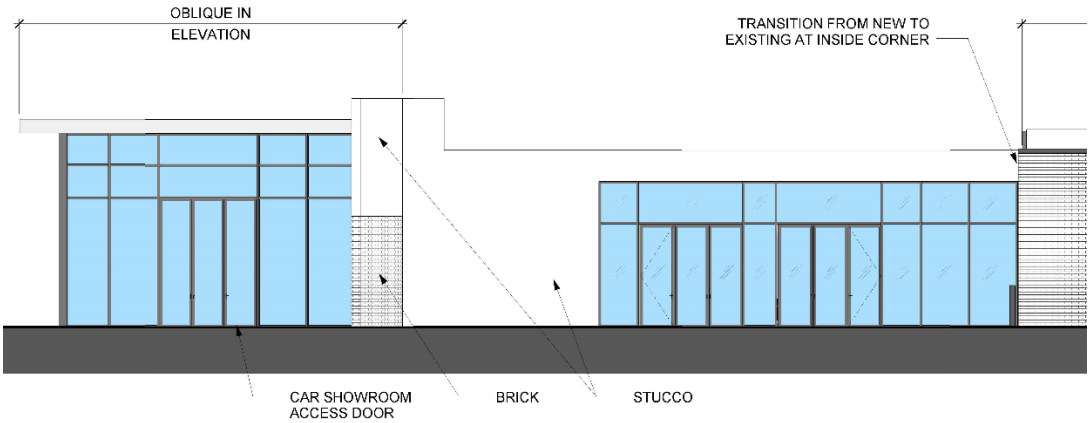


Figure 3: Close-up of the West Elevation for the new front showroom addition

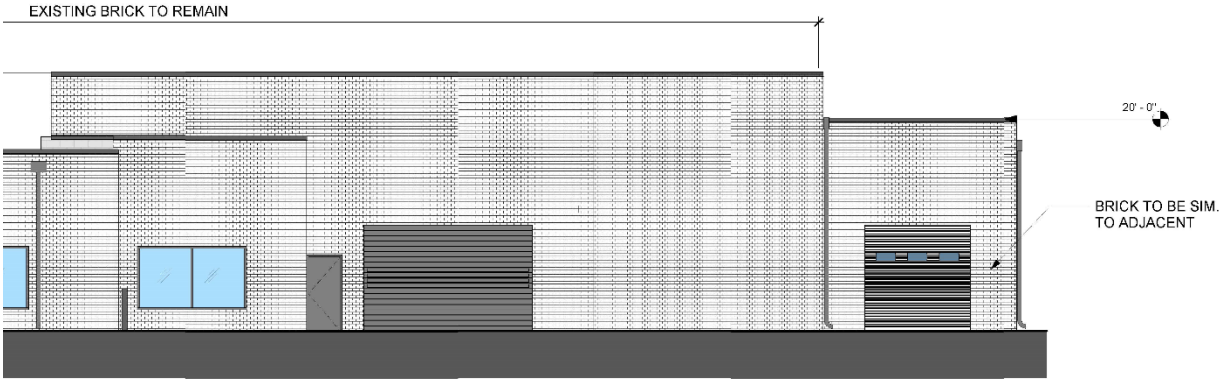


Figure 4: Close-up of the East Elevation for the service addition

The proposed changes will create an additional 2 square feet of greenspace, where the lot has a pre-existing nonconforming site coverage. New landscaping will be provided along the east and west corners of the building and along Olive Boulevard. The fountains will be restored with the display vehicles moved south onto a new display area on either side of the ground sign, further from Olive Boulevard.

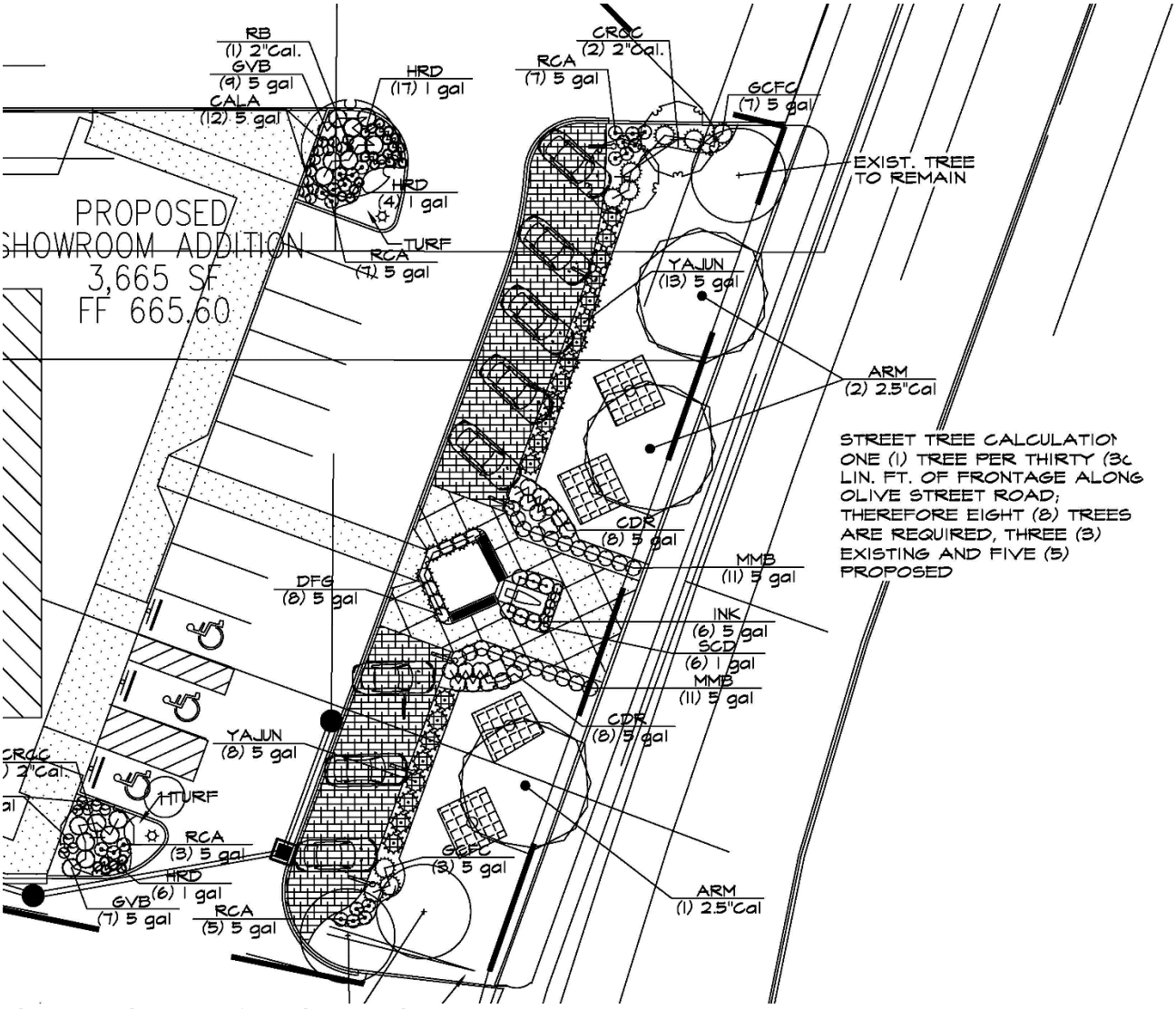


Figure 5: Close-up of Landscape Plan

LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

DIRECTION	USE	ZONED	SEPARATED BY
North	Commercial/ Retail	"CB" Core Business	Olive Boulevard
South	Commercial/ Retail/ Restaurants	"CB" Core Business	NA
East	Commercial/ Restaurants/ Gas Station	"CB" Core Business	N. New Ballas Road (partial)
West	Office/ Hotel/ Restaurant	"CB" Core Business	Decker Lane and Center Parkway Drive

COMPREHENSIVE PLAN DISCUSSION

The subject property is located within the Central Business District that provides a mix of land uses including retail, office, residential, government, and park uses. The Plan recommends improving the appearance of Olive Boulevard through landscaping and streetscape and public amenities (page 22), and to create a symbolic focal point for the City. The recommendations include orienting the buildings toward Olive Boulevard, and improving the appearance of Olive Boulevard through streetscape improvements related to pedestrian facilities, landscaped medians, and other public amenities such as seating areas.(p.81 & 83).

The proposed changes includes increasing the pedestrian connections as much as the site will allow, and the building will create a bolder presence on the streetscape that is more appropriate for an entrance into the City. New landscaping along Olive Boulevard, the restoration of the fountains, moving the vehicle display area further from Olive and limiting the amount of parking at the west corner near the entrance onto the site, and changes to the front of the building moves the site towards these recommendations as much as the project and current site will allow.

Design Guidelines

The Design Guidelines recommend the use of natural materials and architectural consistency between all building elevations, and an overall sense of architectural continuity on all elevations. The use of false or decorative façade treatments is discouraged. Further, multiple buildings on the same site are to create a cohesive visual relationship between the buildings. Material and/or color changes at the outside corners of structures that give the impression of thinness and artificiality of the material are discouraged. The following summarizes the goals and discusses their applicability to the project:

1. The addition moves the building closer to Olive Boulevard and increases the pedestrian orientation by mimicking the angle of the road, by moving the outdoor cars further from Olive Boulevard, and by adding the pedestrian connection from the existing sidewalk into the site, bench seating near the fountains, and restoring the fountains, where the Design Guidelines recommend the use of fountains, art work, and landscaping and plaza spaces that are visible from the street.
2. As is often the case with automotive dealerships, corporate façade treatments are required. However, it is the unique use of these treatments that is generally the point of discussion during the review. The façade of the building utilizes the same brick material throughout the campus creating a more cohesive look between all of the buildings. The new stucco white element is used as an accent band at the proposed new wing wall to create a transition from the new addition to the existing building, and the architectural details all end at the inside corner of the building.

Figure 6: Close-up of the proposed Exterior Rendering looking southwest.

Figure 7: Close-up of the proposed Exterior Rendering looking south.

3. The windows dominate the façade, are large and transparent, and the entire storefront is well lit to create the open, attractive retail façade encouraged by the guidelines.
4. The building bulk will create a more substantial appearance on the site, and the multiple automotive lines within an integrated campus creates a more urban and unique environment than typically found at a dealership. Most of the open storage of vehicles onsite are to the sides and rear of the building in conformance with the Design Guidelines.
5. New pedestrian connections are provided adjacent to the building consistent with the Design Guidelines that recommend that sidewalks in front of commercial buildings should be a minimum of 10 feet and outdoor sales, dining or storage should not impair pedestrian movement. It further indicates that all sidewalks shall be buffered from the street, vehicular traffic and parking areas by a minimum three foot greenspace or landscape area. It calls for safe, clearly defined and direct access between buildings and from the principal building's entrance to the public sidewalk. While the pedestrian connection from Olive Boulevard does not lead to the door, it provides a greater link with the pedestrian amenities and a central focal point with the bench seating adjacent to the sign and fountains. The original request from BMW included a display vehicle in front of the brick wall adjacent to the building, but this was removed to meet with the requirements of the Zoning Ordinance and with the Design Guidelines. The sidewalk adjacent to the building is 10 feet to further meet with this recommendation.
6. New landscaping is provided adjacent to the building and along Olive Boulevard. It includes a mix of evergreens to provide year round interest and with the restoration of the fountain, furthers the site toward the "green line park". However, Staff has included a condition of approval to limit the number of display vehicles to eight as shown, or to have four cars on either side of the sign, to prevent the appearance of overcrowding, and to assure visibility of cars entering into the site. Staff also recommends that the west corner of the plaza area be revised for the Zoning Administrators approval to match the east curve as indicated below to create a consistent design.

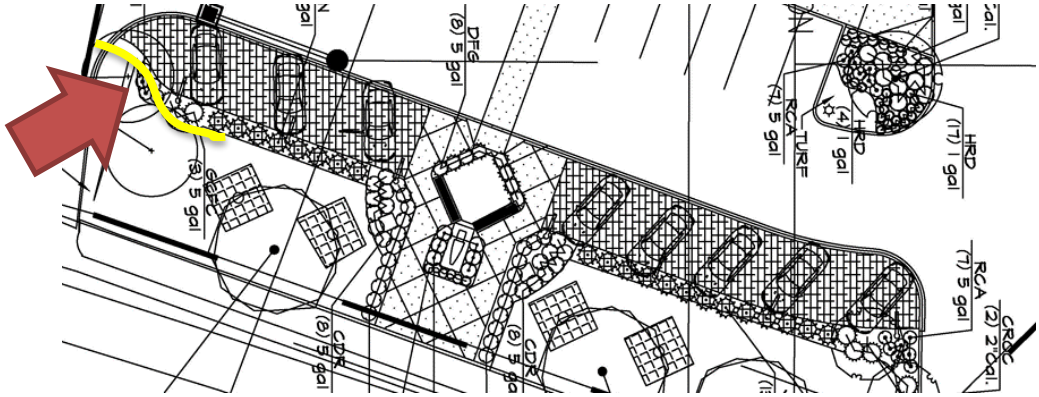


Figure 8: Close-up of the proposed Landscaping along Olive Boulevard. The arrow indicates the curve in the display plaza that should be mimicked on the west side.

As the Applicant has worked with the City on prior renovations to the campus, and as with those prior approvals, the use of the materials is a requirement of the auto-franchise, the Applicant has worked to create a unique setting for the City of Creve Coeur through the site design, bringing the building as far forward as possible, providing new landscaping and restoring the fountains, as well as incorporating existing materials to create a cohesive look for the campus. The angle of the building and the new landscape features creates interest for those traveling east and west along Olive Boulevard. Overall, it is the Staff opinion that, given the nature of the applicant's business, the proposed addition succeeds in meeting the Comprehensive Plan and Design Guidelines to a high degree.

ZONING CODE DISCUSSION

Bulk Standards

The proposal appears to meet all zoning district, site and building requirements, assuming the Planning Commission and City Council grant approval of the following:

Site coverage: As indicated above, the Plaza Motors Campus has a pre-existing non-conforming site coverage. It is important to note that site coverage in non-residential districts, includes areas covered by building, driveways, parking lots, loading area, but excludes landscaped and green spaces, plazas, pedestrian circulation and unpaved buffer areas. The existing greenspace to be removed is approximately 7,633 square feet, where 7,635 square feet of new greenspace is created. Thus, adding two square feet of new greenspace, per the drawings below:

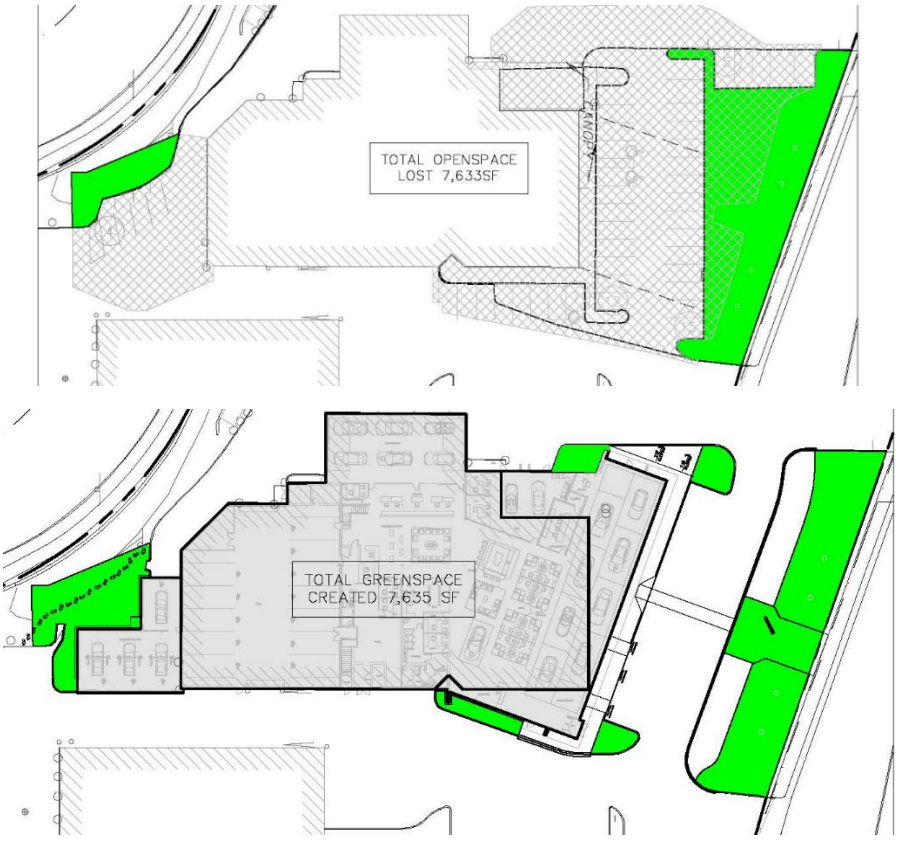


Figure 9: Existing and Proposed Greenspace Calculations

Maximum front yard: Section 405.370.E.4.a(2) requires that the maximum front yard setback fronting Olive shall be no more than 80 feet from the established right-of-way. The proposed addition will move the building closer to Olive Boulevard to approximately 91 feet, as the site is pre-existing nonconforming. It does move the building further in conformance with the Zoning Regulations and is a desirable improvement over existing conditions.

Lighting:
Section 405.680 of the City's Code of Ordinance regulates the lighting standards throughout the City and requires that all lights are downcast and fully shielded except by approval of the Planning and Zoning Commission. Details of the light fixtures for the new plaza area have not been provided, however a photometric plan submitted shows that it light will not be cast upon adjacent propriety. A condition of approval includes that all lighting shall be in compliance with Section 405.680.

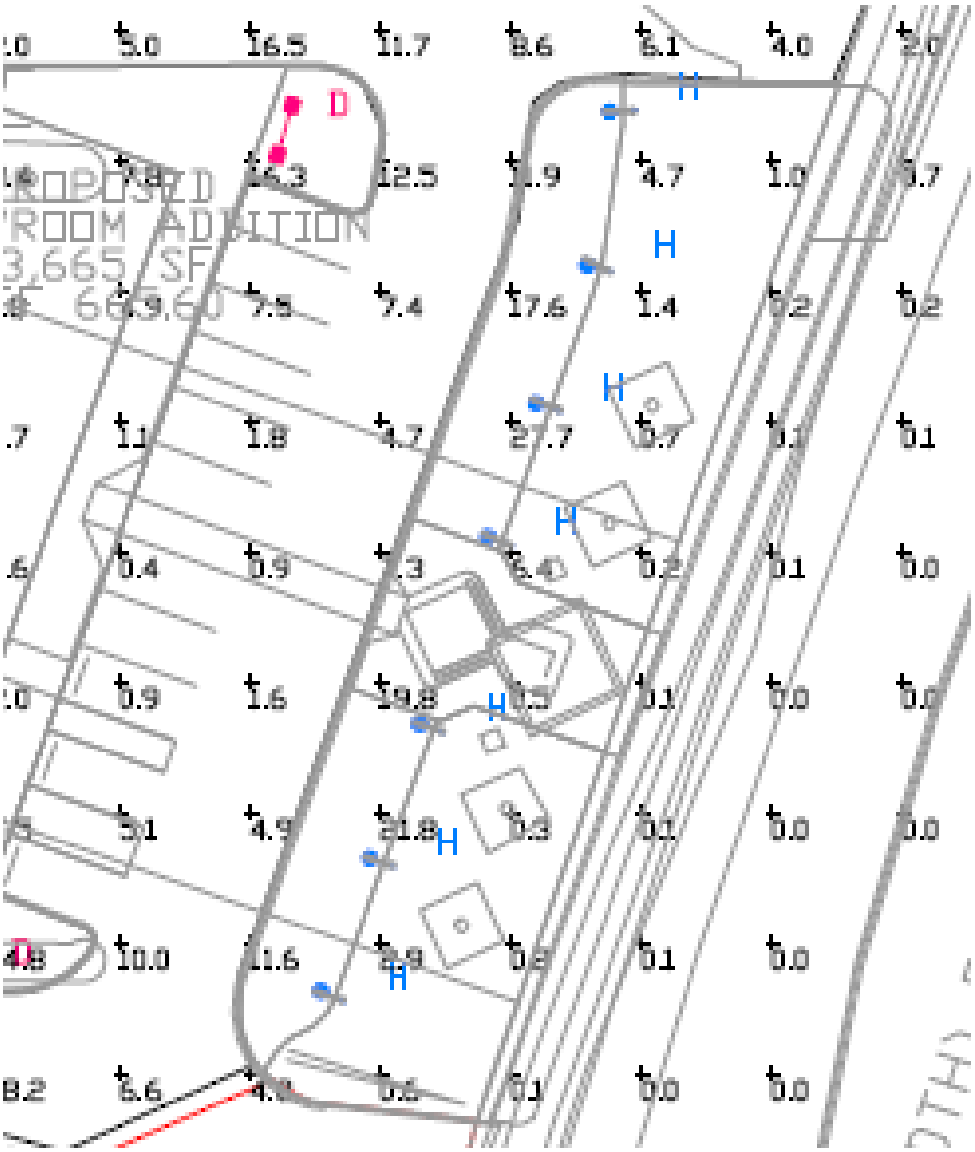


Figure 10: Close-up of Photometric Plan emailed on 4-14-2016

Sidewalks
Section 405.730 Sidewalks of the City's Zoning Code requires a minimum width of six feet for non-residential properties, and eight feet if used as a curbstop. As indicated above the walkway adjacent to the building is ten feet to meet with the recommendation of the Design Guidelines, and six feet from the display area to the front of the building in compliance with the Zoning Regulations. However, Staff has included a condition of approval that the pedestrian walkway adjacent to the building shall remain unobstructed and not impair pedestrian movement in furtherance of the Design Guidelines and Comprehensive Plan.

SUMMARY AND ACTION

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

- Section 2 of Ordinance Number 2240 shall be amended to include the renovation of the building located at 11858 Olive Boulevard for the Plaza BMW Showroom in accordance with the "Site Development Plan" and "Exterior Elevations," as prepared by Praxis3 Archtecture + Multidisciplinary Design and the "Master Planting Plan" as prepared by Landscape Technologes, respectively, submitted on April 11 2016 except as modified below.
- The applicant shall submit a Site Improvement Permit application, showing all exterior and landscape improvements, as required by Section 420.070 of the Land Disturbance Code. The permit application shall be in substantial conformance with the "Site Development Plan" and "Exterior Elevations," as prepared by Praxis3 Archtecture + Multidisciplinary Design and the "Master Planting Plan" as prepared by Landscape Technologes submitted April 11, 2016 as bound together and submitted in conjunction with Application #16-012 by Asbury Automotive Group.
- Pedestrian pathways shall remain unobstructed and not impair pedestrian movement.
- The maximum number of vehicles in the display area along Olive Boulevard shall be no more than eight vehicles and no more than four on either side of the sign. The fountain shall remain in working order, and vehicles shall not be displayed over that area.
- The Landscape Plan shall be revised to mimic the curve on the east corner of the display plaza for the west corner subject to the Zoning Administrator's approval. 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 downcast and fully shielded in compliance with Section 405.680, Lighting, of the Zoning Code.
- All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code, and the approved Master Sign Plan for the Plaza Motors Campus.
- The owner of the property shall address any outstanding property maintenance violations on the property to the satisfaction of the Chief Building Official prior to the issuance of a final Certificate of Occupancy.

MOTION

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

> "I move to recommend approval of an amendment to the conditional use permit for the Plaza Motors to allow for the Plaza BMW Showroom renovation and service addition as presented and according to the draft ordinance attached to the staff report on application #16-012, for the meeting of April 18, 2016." (Conditions in the draft ordinance may be added, eliminated, or modified by preceding motion)

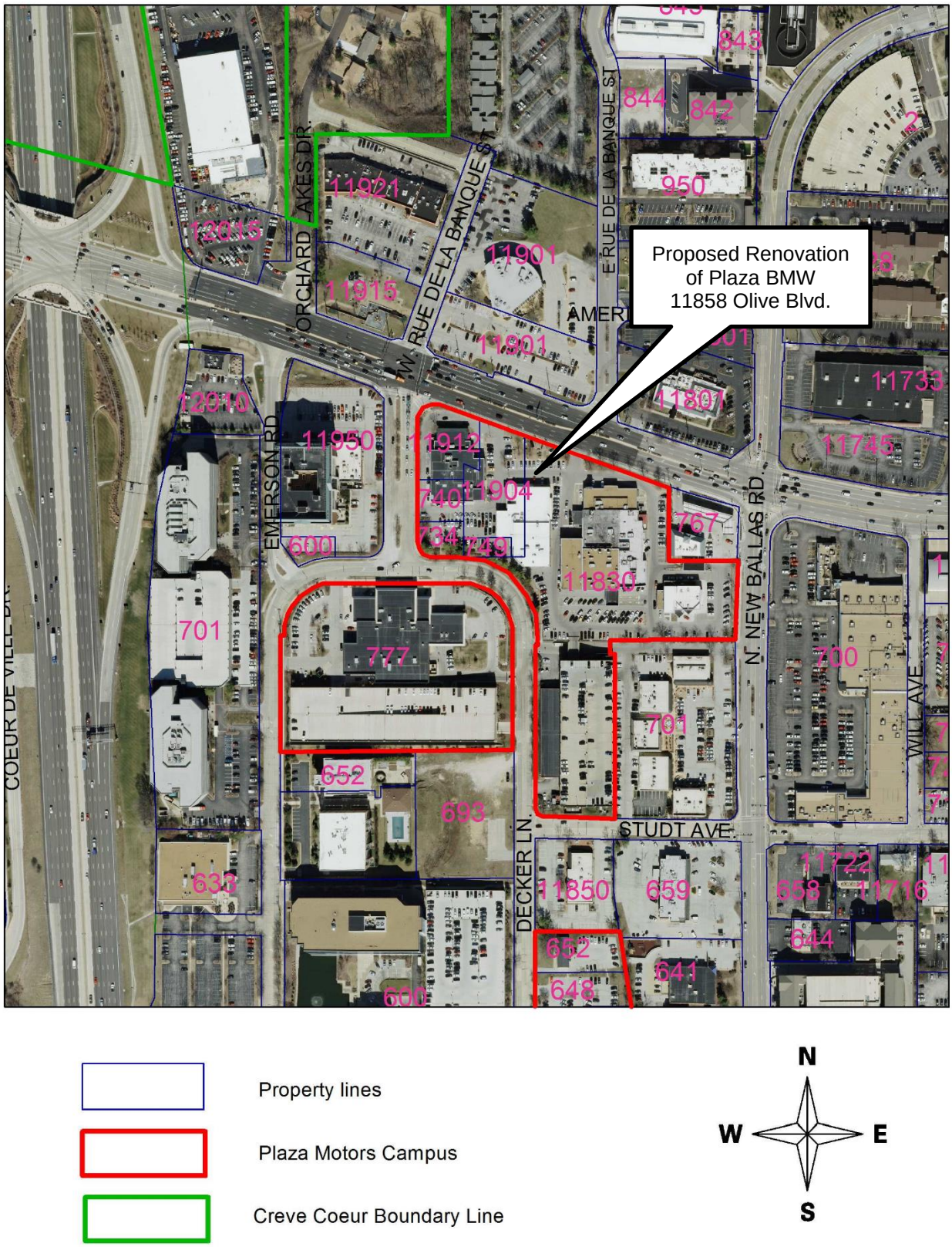
APPENDIX 1: COMPREHENSIVE PLAN, INCLUDING DESIGN GUIDELINES

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

APPENDIX 2: ZONING CODE

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

APPENDIX 3: AERIAL PHOTOGRAPH



APPENDIX 4: SITE PHOTOGRAPHS	Photo Date: 4/13/2016
	Description: View of the BMW showroom at the west corner along Olive Boulevard
	Description: View looking east along Olive at the existing fountains, and the Plaza Audi Showroom.

	Description: View of the Plaza MBW showroom from across Olive Boulevard.
	Description: View of the rear service area, the proposed addition will be to the right of this area.

PLANNING AND ZONING COMMISSION PUBLIC HEARING

CITY OF CREVE COEUR, MISSOURI

300 NORTH NEW BALLAS ROAD

MONDAY, JUNE 5, 2017

6:30 P.M.

PUBLIC HEARING

APPLICATION 17-019

THOSE IN ATTENDANCE:

Ms. Beth Kistner, Chair
Mr. Tim Carney
Ms. Muriel Hall
Mr. Don Magruder
Mr. Gene Rovak
Ms. Heather Silverman
Mr. Matthew Schuh
Mr. Carl Lumley, City Attorney
Mr. Jason Jaggi, Director of Community Development
Ms. Whitney Kelly, City Planner
Ms. Jessica Stutte, Planning Assistant/Recording Secretary

McLaughlin Court Reporting Services, Inc.

Deborah K. McLaughlin, RPR, MO-CCR #314, IL-CSR, KS-CCR
4772 Gatesbury Drive
St. Louis, MO 63128
(314)974-1199

CHAIRMAN KISTNER: Okay. I have 6:30, so I'm going to call to order the Monday, June 5th, 2017 meeting of the Creve Coeur Planning and Zoning Commission.

We'll start with our call to order.

Mr. Carney?

MR. CARNEY: Present.

CHAIRMAN KISTNER: Ms. Hall?

MS. HALL: Present.

CHAIRMAN KISTNER: Mr. Magruder?

MR. MAGRUDER: Present.

CHAIRMAN KISTNER: Mr. Rovak?

MR. ROVAK: Present.

CHAIRMAN KISTNER: Ms. Silverman?

MS. SILVERMAN: Present.

CHAIRMAN KISTNER: Mr. Schuh?

MR. SCHUH: Present.

CHAIRMAN KISTNER: Our City Attorney, Carl Lumley?

MR. LUMLEY: Present.

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

MR. JAGGI: Present.

CHAIRMAN KISTNER: City Planner, Whitney Kelly?

MS. KELLY: Present.

CHAIRMAN KISTNER: And our Planning

Assistant/Recording Secretary, Jessica Stutte?

MS. STUTTE: Present.

CHAIRMAN KISTNER: And the Chair is present, obviously.

We do have a public hearing coming up now under New Business, it's Application No. 17-019: Conditional use permit and site development plan for renovation of the Plaza BMW Dealership building located at 11858 Olive Boulevard within the Plaza Motors Campus.

Would it be possible to take -- if everybody could take conversations outside, so we could continue our meeting.

All right. So anybody who is going to speak to this hearing if that -- looks like you're all ready to be sworn in.

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

VOICE: Yeah, I was like -- you guys have it in your packet, right?

CHAIRMAN KISTNER: Do we have -- do we have a picture of the new rendering? The old one, the Figure 1 close-up of the prior approved rendering.

MR. JAGGI: Yes, you do in the packet.

CHAIRMAN KISTNER: Can you give us the page?

MR. ROVAK: PDF page.

MS. KELLY: Yeah. Here's the large scale.

I believe it starts at 236 or 7.

MS. SILVERMAN: Packet page 236?

VOICE: Might even be farther than that. It's the last like six pages.

CHAIRMAN KISTNER: Not 236.

MR. ROVAK: That's the ordinance.

CHAIRMAN KISTNER: There it is?

MR. JAGGI: 234. 234, that's the page in your packet. Those are the -- that's where the exterior elevation start.

All right. If you're looking at the number on the bottom right corner. Is that where you typically look?

MR. ROVAK: PDF page.

MS. SILVERMAN: It's 234.

MR. ROVAK: 234.

MR. JAGGI: Yeah, 234 is the PDF page --

MR. ROVAK: Okay.

MR. JAGGI: -- that's right.

JIM WHISLER: Okay. Are you ready?

CHAIRMAN KISTNER: Oh, yes, please go ahead.

JIM WHISLER: Okay. Sorry. Thank you.

My name's Jim Whisler. I'm with Grimes Consulting.

We got Brian DePouli with Asbury, the owner.

Rob Egleston with BMW North America.

Essentially, we're coming to you with the same CUP and site development plan. We were here a year ago. The site, building expansion, parking relocation, entry, pedestrian entry, service bays in the rear all stayed exactly the same footprint wise and site wise.

We've went through the process with BMW North America about the site elevations, and that process took a little bit longer than we had expected, and they came back with some changes.

And in that time, the CUP and the site development plan approval lapsed, so we're back here to redo it with some modifications to the building elevations.

Rob will -- can talk to you about that process and what BMW wants. And -- and then Brian can talk to you about what he can do as an owner in that process.

ROB EGLESTON: So thank you very much.

I'm Rob Egleston. I'm the center development manager for BMW North America for the Central Region.

And one of the key elements that we are bringing before to you is the changes to the service drive, which is this portion of the elevation here.

Essentially, this project is part of BMW's

future retail program, which is a redevelopment of, not only facilities throughout the United States, it's about a ten-year plan to do that, as well as looking at how people shop for and buy cars.

We want to break down walls within the dealership, and the building serves as a tool to help do that.

And one of the supporting elements is the use of significant amount of glass, as well as white slab architecture.

The existing showroom is a white building covered with Alucobond panels and glass. The existing service drive is brick.

What we are looking to do is introduce some of those brick elements into the showroom in exchange for introducing that white slab architecture element to the service drive.

Really, we'd like to do this, number one, because it's important on the service drive because when you drive on to the lot, when you drive into the facility, you face the service drive. That is what you see as a customer arriving at the dealership. And that white slab architecture and the iconic architecture, we feel, is really important to help create that customer experience. It's part of the entire experience.

We also believe that the building will look a lot more unified if we have a continuous facade with a similar -- well, with the same treatment on all customer facing areas.

And, finally, when we look at our service customers, we want to make sure that they're included in this redevelopment. If we are going to provide a new experience for our sales customers, we want to make sure that our service customers also are included in that.

This will be a very unique building. I know that that's important to the City to have unique architecture.

This is the only approved building with brick elements that are incorporated into the facade so -- in BMW North America, yeah.

In terms of the white material, it's a high-quality material. It's going to be very similar in texture and finish to the Jaguar Land Rover facility just down the road, simply a different color.

And that's really all of my notes for you.

BRIAN DEPOULI: Brian DePouli with Asbury Automotive Group. We're the owner of the Plaza BMW.

And I just want to note, that, you know, obviously, we have several dealerships here in town. We try to be good corporate citizens of Creve Coeur, and we

enjoy working with the staff and, I think, hopefully, the staff enjoys working with us, and we're very receptive to their ideas.

In this case we have this one little issue with BMW North America in trying to get a compromise with them.

It -- we do need to reach a compromise with them or the City because it does affect our profit margin, if we're not able to be BMW North America approved, which would make us uncompetitive relative to the other two BMW stores in the St. Louis market. So that's why we're back before you to try and add this one little piece of white over what's existing brick today.

CHAIRMAN KISTNER: The staff report, I assume you've read?

BRIAN DEPOULI: Yes.

CHAIRMAN KISTNER: A recommendation was made as sort of a compromise to bring the -- the slice wall, and I'm not sure if you can point out what the slice wall is there.

VOICE: That would be this right here.

CHAIRMAN KISTNER: Okay. And that's on the north elevation? I mean -- yeah, the north elevation.

BRIAN DEPOULI: Yes.

CHAIRMAN KISTNER: That that would be all white stucco. Bring the brick along the wing walls.

VOICE: Here, here and here.

CHAIRMAN KISTNER: All the way up on the sides and maintain the existing brick on the service drive while allowing a small accent band of EIFS stucco at the top of the entry door.

Does -- have you looked at that recommendation, and does that -- is that something you can --

BRIAN DEPOULI: Going to let BMW North America speak to that.

CHAIRMAN KISTNER: Okay.

ROB EGLESTON: We looked at a -- we looked at a very similar recommendation, and the primary, I don't want to speak for what the franchise committee might decide, but based on that experience, the primary concern would be we then have three different treatments on the facade, and it does not create that somewhat unified look across the entire front of the building.

CHAIRMAN KISTNER: What do you mean by three different, there's glass, stucco and brick?

ROB EGLESTON: So you would have a fully white slice wall. You would have brick on these wing walls. And then you have a third treatment on the service drive.

CHAIRMAN KISTNER: But the -- are you saying the white are two different treatments?

ROB EGLESTON: No. The walls would -- would be

different materials.

BRIAN DEPOULI: The height of the brick.

ROB EGLESTON: Yeah.

MS. SILVERMAN: They're uncomfortable with --

BRIAN DEPOULI: In this instance, we'd have a stripe of brick all the way around the bottom consistent across the entire front facade.

CHAIRMAN KISTNER: Right.

BRIAN DEPOULI: And what's proposed by staff, we would loose the brick here.

CHAIRMAN KISTNER: All the way down to the ground?

ROB EGLESTON: Yes.

BRIAN DEPOULI: It would go. Be white all the way to the ground. And this brick would be higher, and I don't want to speak for staff, but I'm not totally sure what you're suggesting up here.

MS. KELLY: Well, I can address that as part of my comments.

CHAIRMAN KISTNER: Were you sworn in?

MS. KELLY: Yes.

CHAIRMAN KISTNER: I remember Jason. Okay. Just want to make sure.

MS. KELLY: But -- yeah.

BRIAN DEPOULI: But in answer to your question,

I believe Rob has addressed that it --

CHAIRMAN KISTNER: Your process, you bring it to some committee?

ROB EGLESTON: Yes, we have a committee within BMW America, which also includes individuals from Munich, so this is a -- both a local and global approval process. And the reason for that is really to create uniformity in how we're treating dealers. We don't want to be unfair, but we also want to allow them the flexibility to work with local towns to also fill your needs.

BRIAN DEPOULI: (Inaudible) we're able to what BMW will approve.

CHAIRMAN KISTNER: Doesn't sound like they were given a whole lot of choice.

MR. MAGRUDER: Unified to all other dealers all over the world or unified to what?

ROB EGLESTON: To the United States. Is we're looking to treat all dealers in the US the same, so it's a fair process.

MR. MAGRUDER: Okay.

CHAIRMAN KISTNER: Except that all the buildings have to be different. They come in different shapes and sizes, so.

ROB EGLESTON: Correct.

MR. MAGRUDER: But they have to look the same.

CHAIRMAN KISTNER: No --

ROB EGLESTON: We're trying to bring --

CHAIRMAN KISTNER: -- they can't look the same because they're different.

MR. MAGRUDER: Yeah, but they have to have the same --

CHAIRMAN KISTNER: Mix of materials.

MR. MAGRUDER: Mix and materials.

BRIAN DEPOULI: There are certain key elements that are important to BMW North America.

MS. SILVERMAN: There's a desire to have some --

ROB EGLESTON: Yes, and to allow for those variances, as you mentioned, because buildings are different -- different, towns are different, climates are different.

MR. MAGRUDER: So the idea of being if someone was driving by and saw the building, they would know it was BMW just because that's the way all BMWs look or basically look much the same, is that what you're saying?

ROB EGLESTON: That would -- that is a piece of the theory behind having corporate architecture, yes.

MR. MAGRUDER: I see.

CHAIRMAN KISTNER: Does anybody have any more questions for the BMW Plaza Motor folks at this point, or we ready to hear from Whitney? Okay.

BRIAN DEPOULI: Thank you.

CHAIRMAN KISTNER: Whitney, do you want to be able to refer to that?

MS. KELLY: Yeah.

CHAIRMAN KISTNER: Maybe one of these gentlemen could help. We need to get an easel in here.

MS. KELLY: Whitney Kelly on behalf of the City of Creve Coeur.

As you're aware, the design -- the City's Design Guidelines recommend architectural consistency and a natural material on all sides of the building.

And when you have a -- a campus-like setting, there's also a request for consistency throughout the campus to create a uniformed appear -- appearance and look.

Additionally, materials and/or color changes on the outside corners, such as on the service drive, is strongly prohibited -- or I'm sorry -- strongly recommended against, discouraged, as well as covering a natural material such as the brick with an EIFS or stucco.

I know the applicant is saying stucco. We've used those as one in the same, cause they are -- largely look the same, and actually during the permitting process are permitted as EIFS.

And EIFS and stucco should not be the prominent

building material, and should be used as only a way to accent -- accent an architectural element.

So, as we've discussed, they have looked at -- I know they were trying to incorporate the brick all along the elements in the front in order to provide continuity, however, this makes it appear as if the brick is the minor element and the stucco and the EIFS would be the main material of the facade, so --

CHAIRMAN KISTNER: Let me -- on that particular one thing you're pointing to the north facade. The glass is really the primary element?

MS. KELLY: Correct. The glass is the primary element.

However, the white is a new element -- white stucco is a new element for the entire campus, as opposed to the silver that was seen elsewhere.

So, therefore, consideration, I know this was a big discussion point, the slice wall, so bringing that -- and we felt that the design of the -- the -- of the water table just threw off the overall design of the -- the whole structure.

So we were willing to allow for the slice wall to be all white. Bring up the brick along the EIFS, and then maintain the existing brick on the service drive, so that it ends at the inside corner as part of -- as is

recommended by the Design Guidelines.

If you notice on page 216 of the packet, the service drive does sit further back, so it -- it does -- it would seem odd and out of character with the rest of the development and with the adjacent buildings that the EIFS or stucco would be carried around to the corner, where the existing BMW ends at that inside corner.

CHAIRMAN KISTNER: This is when it would really help to be right there in front of the building.

MR. ROVAK: Yeah.

CHAIRMAN KISTNER: I'm having a little trouble.

MR. ROVAK: And if I am interpreting this right, so we're really looking at kind of a difference in, on one hand, we're looking for consistency within this campus --

MS. KELLY: Right. As well as --

MR. ROVAK: -- versus --

MS. KELLY: -- on the building, yes.

MR. ROVAK: -- consistency across various BMW sites, whether or not they are in campuses with other dealers?

MS. KELLY: Correct.

MR. ROVAK: So that's -- I mean that's what I'm boiling this down to where the conflict is.

MS. KELLY: Correct. And our Design Guidelines does talk about the corporate architecture should be

limited, cause it does create the building to look as signage.

So while we're also looking at consistency with this building in relation to the others on campus, we're also looking at the consistency of the overall design of the individual building, and where the stucco is a new element just on the front, and then not carried all the way around providing for a greater amount of brick would create that more uniform look and a consistency within all of the elevations as well as the other buildings.

CHAIRMAN KISTNER: What was the purpose of that very small band of brick under -- at the bottom of the wing -- slice wall?

BRIAN DEPOULI: Just to create a band all the way across the front. That was something we had discussed various elements -- various --

MS. KELLY: And -- yeah. In the original approval in 2016, this whole slice wall was to be all brick.

CHAIRMAN KISTNER: All brick, right.

MS. KELLY: And then these elements were carried up. Where the -- the brick would follow the line of the window space with a line all the way across.

In our discussions with the applicant, the amount of brick is an issue with the BMW. The slice wall

being all white was something they felt very important about. So we were willing to -- we did discuss as an option, but in looking at it, it just throws off the overall design of the building, in our feeling.

CHAIRMAN KISTNER: Which, the lower -- that little band of brick at the bottom?

MS. KELLY: Yeah. And it was inconsistent with our Design Guidelines, which is why we're willing -- like we recommend that we allow this to come all the way down if the brick is carried out, maintained on the service drive, and then brought up on the wing walls.

MR. CARNEY: The white would still go over the wing wall? I mean --

MS. KELLY: Well --

MR. CARNEY: -- the end to that is white.

MS. KELLY: Yeah.

MR. CARNEY: Right?

MS. KELLY: Well, the way that our recommendation states is that all of it would be brick. So this would be white, and this would be white, and this portion would be white, and then the service drive would be brick, the wing wall would be brick, and the wing wall would be brick.

MS. SILVERMAN: The service drive --

MS. KELLY: Oh, sorry.

MS. SILVERMAN: Sorry. The service drive would -- it would be white over the door, but brick?

MS. KELLY: Well, we suggest that it be maintained the brick as is.

Now, if you are interested in providing a little more white and consideration, we could include just a band behind here, so that it creates a consistent band with that, but have more --

MS. SILVERMAN: I see.

MS. KELLY: -- the brick.

CHAIRMAN KISTNER: I may need to see that up --

MR. MAGRUDER: Yeah, I'm --

CHAIRMAN KISTNER: Okay. So there is stucco up at the top here. I couldn't -- that's not --

MS. SILVERMAN: Yeah, that's --

CHAIRMAN KISTNER: You can't even see that on our packet, and you couldn't see it from that far away. So there is stucco all the way across.

This seems odd -- oh, I see --

MR. MAGRUDER: I'm confused about the brick at the bottom. Where is the --

MS. SILVERMAN: Yeah, brick --

CHAIRMAN KISTNER: Where does that tie into?

MR. MAGRUDER: Does it go all the way across?

JIM WHISLER: Uh-huh. Yeah, so behind the wing

wall there's -- so there's -- there's on this wing wall in the center --

MR. MAGRUDER: Okay.

JIM WHISLER: -- and then over here.

MR. MAGRUDER: But not all the way across the bottom?

CHAIRMAN KISTNER: Does not go all the way across.

MR. ROVAK: Does this project? I mean I'm looking at four elevations, but no -- maybe there is a plan view of this.

So are we looking at a projection or interior? What's specifically here?

JIM WHISLER: This is the front that will be parallel to Olive.

MR. ROVAK: I know, but is that all in a single plane?

JIM WHISLER: Yeah, but this sticks out --

MR. ROVAK: That's what I was asking.

JIM WHISLER: -- on the building. This is --

MR. ROVAK: That's why we're talking about wing walls?

JIM WHISLER: Yeah, there's glass behind this.

MR. ROVAK: Okay.

JIM WHISLER: But this is in front of the

building.

MR. MAGRUDER: So --

MR. ROVAK: It's a projection. That's fine.

MR. MAGRUDER: So if we did the brick, it would just be an accent?

JIM WHISLER: Correct. It's even with the glass. So, no, sorry.

MR. ROVAK: So it's a single plane.

MS. SILVERMAN: And then we're talking about --

JIM WHISLER: And then -- and then the band -- does the band project?

BRIAN DEPOULI: My understanding --

JIM WHISLER: So, yeah, all of this is flush.

And then this -- the service bay sits back, like 20 or 30 feet from the face of the building.

MS. SILVERMAN: So --

MR. ROVAK: Is that a cut -- is this a section cut or an elevation?

JIM WHISLER: This is an elevation.

MR. ROVAK: Of?

BRIAN DEPOULI: The front.

JIM WHISLER: Of the front. It just sits back -- in your packet, there was -- I think she had a --

MR. ROVAK: Is there a plan view of this?

VOICE: Page 233.

MR. ROVAK: Okay. Thank you.

JIM WHISLER: Here, I got this one here. So this here is what the elevation we're talking about, and then the drive-thru is -- sits back here.

This is -- this is the wall that we're talking about making white, and then the wing wall's here, the slice wall right here, and the other wing wall's here.

MS. SILVERMAN: So you can see that --

BRIAN DEPOULI: Excuse me. Wing walls are here and here.

JIM WHISLER: Sorry. So they sit back. And we're glass from here to here with a slice wall.

BRIAN DEPOULI: That's correct.

JIM WHISLER: Wing walls are set back 32 and 63 feet, and then the drive-thru is 30, 60, almost 100 feet.

MS. SILVERMAN: Where is Olive? It's right there? That's what I thought. So you can see the service bay from Olive, right?

JIM WHISLER: So the existing building is here, you can see here. We're bringing this corner out to be parallel to Olive, which also helps with the whole, you know, what the city plan wants.

MS. SILVERMAN: Sure.

MR. MAGRUDER: I will -- I would like very much

to see some consistency within the campus, but also consistency with BMW, so that we can get this thing done and still maintain what we need for consistency within the -- the campus.

I don't think I would like to see the building stand out looking completely separate from the campus.

CHAIRMAN KISTNER: I don't know that this amount of stucco is going to make it look terribly different. I think --

MR. MAGRUDER: I can't tell.

CHAIRMAN KISTNER: I think the glass is the main element that we'll see.

I -- I would like to know is -- is BMW's position that it will make zero compromise? Is that the -- without going to the committee, which will --

ROB EGLESTON: At this point, we -- we would need to go back to committee for any additional changes.

But I think, you know, one thing I was mentioning to Brian earlier, it's important to understand that to us it's really the color is a primary concern, the texture is of secondary concern, and the material is tertiary to us.

CHAIRMAN KISTNER: So white is what matters to you?

ROB EGLESTON: White is really what we're

looking for. We would like that extra smooth stucco finish. The Porex (phonetic) material is our approved material. We have substituted, in many cases, different materials based on local ordinance and local products.

Brian.

CHAIRMAN KISTNER: Oh, yes.

BRIAN DEPOULI: I just would want to point out that the existing building today is a white ACM, and we are reducing the white in total and adding more glass.

The existing building today does not have brick on the front facade other than the service drive, so we're adding brick to match the adjacent buildings.

And then as far as the campus goes, the recently renovated Audi store was allowed to put silver ACM covering the brick in front of their service drive, however, the Mercedes store next door is brick today, but it hasn't been renovated to this degree either, so.

MR. CARNEY: That was something I was going to point out, that the Audi dealership is quite a departure from what it originally was, and it was approved maybe for the same reasons we're discussing here, to give it some corporate identity. But we did keep the brick on the sides and the rear of the building in that case.

CHAIRMAN KISTNER: Well, and I think we -- we tried to limit the amount of stucco and EIFS in that sense

specific Design Guideline, which I think is what's caught the attention here. That's --

MR. CARNEY: Is there any other material that staff would feel more comfortable in white than --

CHAIRMAN KISTNER: Well, they want brick.

MR. CARNEY: Well, besides --

MR. JAGGI: Well, yeah, there might be some -- Whitney, I don't know if you want to comment.

But, you know, our Design Guidelines specifically discouraged large amounts of stucco or EIFS, and it specifically discourages covering up brick with such a product, so that's why we're responding the way we are with our recommendation.

And the basis of the recommendation was basically that, you know, you can have a lot more stucco, you know, in certain areas that you -- that are most important to the brand, but also trying to incorporate some more brick, kind of in line with what we had with the first version, trying to get -- trying to find that middle ground between not just going all stucco, but trying to create a little bit of a balance, so that was the basis of our recommendation.

That service drive is -- is, as you've heard, is important to BMW, and I think that's -- that's the large issue here.

And what we looked at was, you know, we're willing to say, okay, that slice wall, as it's called, it's inset within a storefront window system, so the predominant material is storefront, and that's not uncommon. Mercedes is the same way.

So we're kind of willing to give there. But felt like, you know, we really wanted that -- that masonry to come back a little bit the way it was with the first version, so let's bring up those columns on the corners.

And then with the service drive, well, there that's just covering up brick that's already there, and that's kind of discouraged to do so.

So we're just trying to find a middle ground, but if the Commission feels that that area of brick is, you know, is -- is minor in consideration of the material still being brick on everywhere else, and it's, you know, you can certainly depart from our recommendation with that.

But we just felt like it's -- it's not -- not necessarily good practice to cover up brick with EIFS material.

CHAIRMAN KISTNER: I would -- I generally agree. I do agree.

The -- if they were covering up a substantial amount of brick on the front facade that was facing Olive,

I would feel that way very strongly.

I don't -- I think it's a less attractive look that you're choosing, but the service area where most of that EIFS would go is on a -- a side that does not face the main -- you're already on the campus, and -- and a customer, at that point, so I'm less -- less concerned as it -- with it being sort of a -- a secondary view to the substantial -- the benefit of that glass frontage on the new -- on the front, I think is going to be a substantial improvement.

MS. SILVERMAN: I'd agree.

CHAIRMAN KISTNER: Okay.

Other questions or comments?

MR. CARNEY: I agree too. I think since it sits back 60 feet, it's not as -- the service door isn't the big issue.

I guess the question is the front facade, whether we think it's an improvement or either way.

CHAIRMAN KISTNER: Well, I think I like the first one better.

MR. CARNEY: I do too.

MR. MAGRUDER: I do too.

CHAIRMAN KISTNER: No question. But to the point of denying it --

MR. CARNEY: Yeah.

CHAIRMAN KISTNER: -- I'm not sure.

Probably part of it -- kind of the weirdest part is when you see that little band of brick at the bottom, will you see any other brick anywhere from that point of view?

MS. SILVERMAN: Just on the wing wall.

CHAIRMAN KISTNER: But it's -- but the wing wall, it's only like --

MS. SILVERMAN: Yeah, not much.

MR. MAGRUDER: Yeah, but will you see it, yeah.

MR. CARNEY: And those set back from the main building, so less pronounced.

MR. MAGRUDER: Way back.

MS. SILVERMAN: Yeah.

MR. MAGRUDER: I -- I guess the question in my mind, when you drive up to this, how much brick are you really going to see? Is it --

CHAIRMAN KISTNER: Well, you're going to see almost none. That's why I don't know why that -- it seems odd to have that small stripe at the bottom of the --

MR. MAGRUDER: Yeah, I agree.

CHAIRMAN KISTNER: -- the slice wall.

That's one where I would say pick one or the other, but not --

MS. SILVERMAN: If we make any changes though

tonight, you're going back to -- to --

MR. MAGRUDER: Corporate.

MS. SILVERMAN: -- corporate or --

ROB EGLESTON: I wouldn't say that. I mean I'd have to see what the change is.

MS. SILVERMAN: But I'm saying, like if we got rid of the brick at the bottom of the slice wall.

ROB EGLESTON: If we got rid of the brick at the bottom of the slice wall --

MS. SILVERMAN: Like through here.

ROB EGLESTON: -- again, I would have to take that for approval. I --

MS. SILVERMAN: Okay.

ROB EGLESTON: I don't see that that would not be approved necessarily.

MR. SCHUH: Do you need one of us to go to Germany?

MR. LUMLEY: Or all -- or all of us.

MR. SCHUH: Or all of us, yeah.

MS. SILVERMAN: Mr. Schuh is saying he wish to attend --

ROB EGLESTON: Unfortunately, it's New Jersey.

CHAIRMAN KISTNER: Staff, what are your thoughts about if that's the only, I know you made a set of recommendations, but if that were the only one, would you

be in concurrence that that would create a more unified look on the front to not have that small band of brick, or do you feel like that does at least serve some unifying purpose with the small amount of brick that --

MR. JAGGI: No, I would say staff is generally not supportive of a small band of brick at all. We just didn't like it, and that's why our recommendation was not on any of those elements to -- to have that.

It's either go up with the brick or -- or, you know, if you're inclined to just forget about it.

And it is the -- the two small wing walls that aren't along the very front of the building, correct, so, again, it's -- it may not be particularly noticeable.

But we were certainly trying to tie -- get that brick to tie in with the rest of it. And also based on the previous version too, we weren't starting from scratch with our review, we were looking at what they originally showed you and got approved, so.

But, if you're inclined that it's inconsequential, that brick element does not define the design of the building, you can certainly remove that requirement from those -- that lower brick area if -- if you want.

But it does seem like one way or another would be more preferable.

MS. KELLY: I will say that it is the Condition No. 3 that --

MR. LUMLEY: In the staff -- in the staff report.

MS. KELLY: -- or Bullet Point No. 3 that talks about the north elevation. Our recommendation was at least the wing wall should be -- would be all brick. So that does bring some of the other building material -- or on the other elevations to that front elevation.

I would -- I would just need direction to know if we wanted those still to be all brick and allow those slice wall to be all white, as well as the service drive to be the white as well.

CHAIRMAN KISTNER: I think what we were just talking about, that the north elevation shall be revised to reflect staff's recommendation within the staff report that the slice wall panel on the north elevation be all EIFS slash stucco, and then end it right there.

If we're not planning to also include the rest of the staff recommendation. So we -- you'd have to amend that.

Is that what your understanding of our discussion right now?

MR. MAGRUDER: Yeah, uh-huh.

CHAIRMAN KISTNER: So that would need to be a --

a separate recommendation to revise that third condition, so that it talks only about the slice wall being only EIFS, stucco.

Before we get to the end of this, is there anyone in the audience who wishes to speak to this matter? Okay.

I think we have some additional -- some additions from Mr. Lumley, and then we'll close the hearing, and we can continue any discussion and move to a vote -- motion.

MR. LUMLEY: Offer the following exhibits into the record of this public hearing: The staff's -- staff's memo for tonight's meeting, the City's Code of Ordinances and Comprehensive Plan 2030, the public file regarding the application and the documentation reflecting public notice in possession of the City Clerk.

CHAIRMAN KISTNER: Okay. With that, I'm going to close the public hearing.

MR. LUMLEY: And --

CHAIRMAN KISTNER: Oh.

MR. LUMLEY: -- just to -- so I can clarify, so the staff report and the summary has several bullet point items, and the changes and elevations is No. 3, but actually in the draft ordinance, it's Condition No. 2, and I recommend we focus on --

CHAIRMAN KISTNER: Ah, in the draft ordinance.

MR. LUMLEY: -- the draft ordinance.

CHAIRMAN KISTNER: Okay.

MR. LUMLEY: Just so that the record's clear, whatever you end up doing.

CHAIRMAN KISTNER: Yes.

(The public hearing was concluded at 8:09 p.m.)

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

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

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

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

BRIAN DEPOULI: [18] 7/20 8/14 8/22 9/7 10/1 10/4 10/8 10/13 10/24 11/10 12/8 12/25 16/13 20/11 20/20 21/8 21/12 23/6
CHAIRMAN KISTNER: [70]
JIM WHISLER: [18] 4/20 4/22 18/24 19/3 19/13 19/17 19/19 19/22 19/24 20/5 20/9 20/12 20/18 20/21 21/1 21/10 21/13 21/19
MR. CARNEY: [11] 2/5 17/11 17/14 17/16 23/17 24/2 24/5 26/13 26/20 26/24 27/10
MR. JAGGI: [7] 2/21 3/22 4/8 4/17 4/19 24/6 29/4
MR. LUMLEY: [8] 2/18 28/17 30/2 31/10 31/18 31/20 32/1 32/3
MR. MAGRUDER: [24] 2/9 11/14 11/19 11/24 12/4 12/7 12/15 12/21 18/11 18/19 18/23 19/2 19/4 20/1 20/3 21/24 22/9 26/21 27/9 27/12 27/14 27/20 28/1 30/23
MR. ROVAK: [22] 2/11 3/24 4/6 4/14 4/16 4/18 15/9 15/11 15/15 15/17 15/21 19/8 19/15 19/18 19/20 19/23 20/2 20/7 20/16 20/19 20/23 20/25
MR. SCHUH: [3] 2/15 28/15 28/18
MS. HALL: [1] 2/7
MS. KELLY: [23] 2/23 3/25 10/17 10/20 10/23 13/3 13/6 14/11 15/14 15/16 15/20 15/23 16/16 16/20 17/6 17/13 17/15 17/17 17/24 18/2 18/9 29/25 30/4
MS. SILVERMAN: [25] 2/13 4/2 4/15 10/3 12/10 17/23 17/25 18/8 18/14 18/21 20/8 20/15 21/7 21/16 21/23 26/10 27/5 27/8 27/13 27/24 28/2 28/5 28/9 28/12 28/19
MS. STUTTE: [1] 3/1
ROB EGLESTON: [19] 5/18 9/10 9/19 9/24 10/2 10/12 11/3 11/16 11/23 12/1 12/11 12/19 22/15 22/24 28/3 28/7 28/10 28/13 28/21
VOICE: [5] 3/17 4/3 8/19 8/25 20/24

0

019 [2] 1/9 3/6

1

100 feet [1] 21/16
11858 [1] 3/8
1199 [1] 1/24
17-019 [2] 1/9 3/6

2

20 [1] 20/15
2016 [1] 16/18
2017 [2] 1/4 2/2
2030 [1] 31/14
216 [1] 15/2
233 [1] 20/25
234 [5] 4/9 4/9 4/16 4/17 4/18
236 [3] 4/2 4/3 4/6

3

30 [2] 20/15 21/15
300 [1] 1/3
314 [2] 1/23 1/24
32 [1] 21/14

4

4772 [1] 1/23

5

5th [1] 2/2

6

60 [1] 21/15
60 feet [1] 26/15
63 feet [1] 21/15
63128 [1] 1/24
6:30 [2] 1/5 2/1

8

8:09 p.m [1] 32/7

9

974-1199 [1] 1/24

A

able [3] 8/8 11/11 13/3
about [16] 5/9 5/16 5/18 6/2 15/25 17/2 18/20 19/21 20/9 21/3 21/6 28/24 29/10 30/6 30/15 31/2
accent [4] 9/4 14/2 14/2 20/5
accurate [1] 33/10
ACM [2] 23/8 23/14
across [9] 9/16 10/7 15/18 16/15 16/23 18/18 18/24 19/5 19/8
actually [2] 13/23 31/24
add [1] 8/11
adding [2] 23/9 23/12
additional [2] 22/17 31/7
Additionally [1] 13/16
additions [1] 31/8
address [1] 10/18
addressed [1] 11/1
adjacent [2] 15/5 23/12
affect [1] 8/7
again [2] 28/11 29/13
against [1] 13/19
ago [1] 5/4
agree [5] 25/22 25/23 26/11 26/14 27/21
Ah [1] 32/1
ahead [1] 4/22
all [43]
allow [5] 11/9 12/12 14/22 17/9 30/11
allowed [1] 23/14
allowing [1] 9/4
almost [2] 21/15 27/19
along [4] 8/25 14/4 14/23 29/12
already [2] 25/11 26/5
also [13] 7/1 7/9 11/5 11/9 11/10 13/13 16/3 16/5 21/22 22/1 24/17 29/15 30/19
Alucobond [1] 6/12
am [1] 15/12
amend [1] 30/20
America [9] 5/2 5/9 5/21 7/15 8/5 8/8 9/8 11/5 12/10
amount [7] 6/9 16/8 16/25 22/7 23/25 25/25 29/4
amounts [1] 24/10
and/or [1] 13/16
another [1] 29/24
answer [1] 10/25
any [7] 12/23 22/17 24/3 27/4 27/25 29/8 31/9
anybody [2] 3/13 12/23
anyone [1] 31/5
anywhere [1] 27/4
appear [2] 13/14 14/6
appearance [1] 13/14
applicant [2] 13/21 16/24
application [3] 1/9 3/6 31/15
approval [4] 5/13 11/6 16/18 28/12
approve [1] 11/12
approved [7] 3/22 7/13 8/8 23/2 23/20 28/15 29/18
architectural [2] 13/10 14/2
architecture [7] 6/10 6/16 6/23 6/23 7/12 12/21 15/25
are [26] 4/10 4/21 5/22 6/14 7/7 7/9 7/14 9/23 9/24 12/9 12/10 12/13 12/14 12/14 13/22 13/24 15/19 18/5 19/12 21/9 21/14 23/9 24/13 24/16 27/16 28/23
area [3] 25/14 26/3 29/22
areas [2] 7/4 24/16
aren't [1] 29/12
around [3] 10/6 15/6 16/8
arriving [1] 6/22
as [39]
Asbury [2] 5/1 7/21
asking [1] 19/19
Assistant [2] 1/18 3/1
Assistant/Recording [2] 1/18 3/1
assume [1] 8/13
at [36]
attend [1] 28/21
ATTENDANCE [1] 1/12
attention [1] 24/2
Attorney [2] 1/16 2/17
attractive [1] 26/2
Audi [2] 23/14 23/19
audience [1] 31/5
Automotive [1] 7/22
aware [1] 13/9
away [1] 18/17

B

back [15] 5/10 5/13 8/10 15/3 20/14 20/22 21/4 21/11 21/14 22/17 25/8 26/15 27/11 27/13 28/1
balance [1] 24/21
BALLAS [1] 1/3
band [11] 9/4 16/12 16/14 17/6 18/6 18/7 20/10 20/11 27/3 29/2 29/6
based [3] 9/14 23/4 29/15
basically [2] 12/19 24/15
basis [2] 24/14 24/21
bay [2] 20/14 21/19
bays [1] 5/6
be [50]
be more [1] 29/25
because [6] 6/19 6/19 8/7 12/4 12/13 12/18
been [1] 23/17
before [3] 5/23 8/11 31/4
behalf [1] 13/7
behind [4] 12/21 18/7 18/25 19/23
being [5] 12/16 17/1 25/16 26/7 31/2
believe [3] 4/2 7/1 11/1
benefit [1] 26/8
besides [1] 24/6
Beth [1] 1/13
better [1] 26/20

B

between [1] 24/20
big [2] 14/18 26/16
bit [3] 5/10 24/21 25/8
BMW [21] 3/8 5/2 5/8 5/17 5/21 7/15 7/22 8/5 8/8 8/9 9/8 11/5 11/12 12/10 12/18 12/24 15/7 15/18 16/25 22/2 24/24
BMW's [2] 5/25 22/13
BMWs [1] 12/18
boiling [1] 15/23
both [1] 11/6
bottom [10] 4/13 10/6 16/12 17/6 18/21 19/6 27/3 27/20 28/7 28/9
Boulevard [1] 3/9
brand [1] 24/17
break [1] 6/5
Brian [5] 5/1 5/17 7/21 22/19 23/5
brick [62]
bring [7] 8/17 8/25 11/2 12/2 14/23 25/9 30/8
bringing [3] 5/22 14/18 21/21
brought [1] 17/11
building [30] 3/8 5/5 5/14 6/6 6/11 7/1 7/10 7/13 9/17 12/17 13/11 14/1 15/9 15/17 16/1 16/4 16/6 17/4 19/20 20/1 20/15 21/20 22/5 23/8 23/10 23/23 27/12 29/12 29/21 30/8
buildings [5] 11/21 12/13 15/5 16/10 23/12
bullet [2] 30/5 31/22
Business [1] 3/6
but [38]
buy [1] 6/4

C

call [2] 2/2 2/4
called [1] 25/2
came [1] 5/10
campus [11] 3/9 13/12 13/14 14/15 15/14 16/4 22/1 22/4 22/6 23/13 26/5
campus-like [1] 13/12
campuses [1] 15/19
can [16] 3/24 5/16 5/17 5/18 8/18 9/7 10/18 21/8 21/18 21/21 22/2 24/15 25/17 29/21 31/9 31/21
can't [3] 12/3 18/16 22/10
Carl [2] 1/16 2/17
Carney [2] 1/13 2/5
carried [4] 15/6 16/7 16/21 17/10
cars [1] 6/4
case [2] 8/4 23/23
cases [1] 23/3
caught [1] 24/1
cause [2] 13/22 16/1
CCR [6] 1/23 1/23 33/13 33/13 33/14 33/14
center [2] 5/20 19/2
Central [1] 5/21
certain [2] 12/9 24/16
certainly [3] 25/17 29/14 29/21
Certified [3] 33/5 33/6 33/6
certify [1] 33/7
Chair [2] 1/13 3/3
change [1] 28/5
changes [6] 5/11 5/23 13/16 22/17 27/25 31/23
character [1] 15/4
choice [1] 11/14
choosing [1] 26/3
citizens [1] 7/25
city [10] 1/2 1/16 1/17 2/17 2/23 7/11 8/7 13/7 21/23 31/16
City's [2] 13/9 31/13
clarify [1] 31/21
clear [1] 32/4
Clerk [1] 31/16
climates [1] 12/14
close [3] 3/22 31/8 31/18
close-up [1] 3/22
Code [1] 31/13
COEUR [4] 1/2 2/3 7/25 13/8
color [3] 7/19 13/16 22/20
columns [1] 25/9
come [3] 11/22 17/9 25/8
comfortable [1] 24/4
coming [2] 3/5 5/3
comment [1] 24/8
comments [2] 10/19 26/13
COMMISSION [3] 1/1 2/3 25/14
committee [5] 9/13 11/3 11/4 22/15 22/17
Community [2] 1/17 2/20
completely [1] 22/6
Comprehensive [1] 31/14
compromise [4] 8/5 8/6 8/17 22/14
concern [3] 9/14 22/20 22/21
concerned [1] 26/6
concluded [1] 32/7
concurrence [1] 29/1
condition [3] 30/1 31/1 31/24
Conditional [1] 3/6
conflict [1] 15/23
confused [1] 18/20
consideration [3] 14/17 18/6 25/15
consistency [10] 13/10 13/13 15/14 15/18 16/3 16/5 16/9 22/1 22/2 22/3
consistent [2] 10/6 18/7
Consulting [1] 4/25
continue [2] 3/11 31/9
continuity [1] 14/5
continuous [1] 7/2
conversations [1] 3/11
corner [5] 4/13 14/25 15/6 15/7 21/21
corners [2] 13/17 25/9
corporate [6] 7/25 12/21 15/25 23/22 28/2 28/3
correct [7] 11/24 14/12 15/21 15/24 20/6 21/13 29/12
could [4] 3/11 3/11 13/6 18/6
couldn't [2] 18/14 18/17
COUNTY [1] 33/2
court [4] 1/22 3/16 33/5 33/6
cover [1] 25/20
covered [1] 6/12
covering [5] 13/19 23/15 24/11 25/11 25/24
create [9] 6/24 9/16 11/7 13/14 16/1 16/9 16/14 24/21 29/1
creates [1] 18/7
CREVE [4] 1/2 2/3 7/25 13/8
CSR [3] 1/23 33/13 33/14
CUP [2] 5/4 5/12
customer [4] 6/22 6/24 7/3 26/6
customers [3] 7/6 7/8 7/9
cut [2] 20/17 20/18

D

dealers [4] 11/8 11/15 11/18 15/20
dealership [4] 3/8 6/6 6/22 23/19
dealerships [1] 7/24
Deborah [3] 1/23 33/4 33/14
decide [1] 9/13
define [1] 29/20
degree [1] 23/17
denying [1] 26/24
depart [1] 25/17
departure [1] 23/19
DePouli [2] 5/1 7/21
design [12] 13/9 13/9 14/19 14/20 15/1 15/24 16/5 17/4 17/8 24/1 24/9 29/21
desire [1] 12/11
development [7] 1/17 2/21 3/7 5/4 5/13 5/20 15/5
did [3] 17/2 20/4 23/22
didn't [1] 29/7
difference [1] 15/13
different [14] 7/19 9/15 9/19 9/24 10/1 11/22 11/22 12/4 12/14 12/14 12/14 12/15 22/8 23/3
direction [1] 30/10
Director [2] 1/17 2/20
discouraged [3] 13/19 24/10 25/12
discourages [1] 24/11
discuss [1] 17/2
discussed [2] 14/3 16/15
discussing [1] 23/21
discussion [3] 14/18 30/23 31/9
discussions [1] 16/24
do [19] 3/5 3/20 3/20 3/23 5/18 6/3 6/6 6/14 6/18 8/6 9/18 13/2 25/12 25/23 26/21 26/22 28/16 29/3 33/7
documentation [1] 31/15
does [20] 8/7 9/6 9/7 9/16 12/23 15/3 15/3 15/25 16/1 18/23 18/24 19/7 19/9 20/11 23/10 26/4 29/3 29/20 29/24 30/8
Doesn't [1] 11/13
doing [1] 32/5
Don [1] 1/14
don't [9] 9/12 10/16 11/8 22/5 22/7 24/8 26/2 27/19 28/14
done [1] 22/2
door [4] 9/5 18/2 23/16 26/15
down [5] 6/5 7/19 10/11 15/23 17/9
draft [3] 31/24 32/1 32/2
drive [25] 1/23 5/23 6/13 6/17 6/19 6/20 6/20 6/21 9/3 9/22 13/17 14/24 15/3 17/11 17/21 17/24 18/1 21/4 21/15 23/11 23/15 24/23 25/10 27/16 30/12
drive-thru [2] 21/4 21/15
driving [1] 12/17

D

during [1] 13/23

E

earlier [1] 22/19
easel [1] 13/6
Egleston [2] 5/2 5/20
EIFS [13] 9/4 13/20 13/24 13/25 14/7 14/23 15/6 23/25 24/10 25/20 26/4 30/18 31/3
either [3] 23/17 26/18 29/9
element [10] 6/16 14/2 14/7 14/11 14/13 14/14 14/15 16/7 22/12 29/20
elements [9] 5/22 6/8 6/15 7/14 12/9 14/5 16/16 16/21 29/8
elevation [11] 4/11 5/24 8/22 8/22 20/18 20/19 21/3 30/6 30/9 30/15 30/17
elevations [6] 5/9 5/15 16/10 19/10 30/9 31/23
else [1] 25/16
elsewhere [1] 14/16
end [4] 17/15 30/18 31/4 32/5
ends [2] 14/25 15/7
enjoy [1] 8/1
enjoys [1] 8/2
entire [4] 6/25 9/17 10/7 14/15
entry [3] 5/5 5/6 9/5
Essentially [2] 5/3 5/25
even [3] 4/4 18/16 20/6
everybody [1] 3/10
everywhere [1] 25/16
exactly [1] 5/7
Except [1] 11/21
exchange [1] 6/15
Excuse [1] 21/9
exhibits [1] 31/11
existing [9] 6/11 6/12 8/12 9/3 14/24 15/7 21/20 23/8 23/10
expansion [1] 5/5
expected [1] 5/10
experience [4] 6/24 6/25 7/8 9/14
exterior [1] 4/10
extra [1] 23/1

F

facade [9] 7/2 7/14 9/15 10/7 14/8 14/10 23/11 25/25 26/17
face [3] 6/21 20/15 26/4
facilities [1] 6/2
facility [2] 6/20 7/18
facing [2] 7/4 25/25
fair [1] 11/19
far [2] 18/17 23/13
farther [1] 4/4
feel [4] 6/23 24/4 26/1 29/3
feeling [1] 17/4
feels [1] 25/14
feet [4] 20/15 21/15 21/16 26/15
felt [4] 14/19 17/1 25/7 25/19
Figure [1] 3/21
file [1] 31/14
fill [1] 11/10
finally [1] 7/5
find [2] 24/19 25/13
fine [1] 20/3
finish [2] 7/18 23/2
first [3] 24/19 25/8 26/20
flexibility [1] 11/9
flush [1] 20/13
focus [1] 31/25
focus on [1] 31/25
folks [1] 12/24
follow [1] 16/22
following [1] 31/11
footprint [1] 5/7
forget [1] 29/10
four [1] 19/10
franchise [1] 9/13
front [18] 9/17 10/7 14/5 15/9 16/7 16/15 19/14 19/25 20/21 20/22 23/11 23/15 25/25 26/9 26/17 29/2 29/12 30/9
frontage [1] 26/8
fully [1] 9/20
further [1] 15/3
future [1] 6/1

G

Gatesbury [1] 1/23
Gene [1] 1/15
generally [2] 25/22 29/5
gentlemen [1] 13/5
Germany [1] 28/17
get [6] 8/5 13/6 22/2 24/19 29/14 31/4
give [3] 3/24 23/21 25/6
given [1] 11/14
glass [11] 6/9 6/12 9/19 14/10 14/12 19/23 20/7 21/12 22/11 23/9 26/8
global [1] 11/6
go [9] 4/22 10/14 17/12 18/24 19/7 22/17 26/4 28/16 29/9
goes [1] 23/13
going [14] 2/2 3/13 7/7 7/17 9/8 22/8 22/15 23/18 24/20 26/9 27/17 27/18 28/1 31/17
good [2] 7/25 25/20
got [5] 5/1 21/2 28/6 28/8 29/18
greater [1] 16/8
Grimes [1] 4/24
ground [4] 10/12 10/15 24/20 25/13
Group [1] 7/22
guess [2] 26/17 27/15
Guideline [1] 24/1
Guidelines [5] 13/10 15/1 15/24 17/8 24/9
guys [1] 3/18

H

had [4] 5/10 16/15 20/23 24/18
Hall [2] 1/14 2/7
hand [1] 15/14
has [2] 11/1 31/22
hasn't [1] 23/17
have [35]
have some [1] 12/11
having [2] 12/21 15/11
he [2] 5/18 28/20
hear [1] 12/25
heard [1] 24/23
hearing [10] 1/1 1/8 3/5 3/14 31/9 31/12 31/18 32/7 33/8 33/10
Heather [1] 1/15
height [1] 10/2
help [4] 6/6 6/24 13/6 15/9
helps [1] 21/22
here [32] 5/4 5/13 5/24 7/24 8/20 9/1 9/1 9/1 10/10 10/17 13/6 18/7 18/14 19/4 19/13 21/2 21/2 21/3 21/4 21/6 21/7 21/7 21/9 21/10 21/12 21/12 21/20 21/21 23/21 24/2 24/25 28/10
Here's [1] 4/1
hereby [1] 33/7
high [1] 7/17
high-quality [1] 7/17
higher [1] 10/15
hopefully [1] 8/1
how [3] 6/3 11/8 27/16
however [3] 14/6 14/14 23/16
huh [2] 18/25 30/24

I

I will [1] 21/25
I'd [2] 26/11 28/4
I'm [16] 2/1 4/24 5/20 5/20 8/18 10/16 13/18 15/11 15/22 18/12 18/20 19/9 26/6 27/1 28/6 31/17
iconic [1] 6/23
idea [1] 12/16
ideas [1] 8/3
identity [1] 23/22
if [28] 3/10 3/14 4/12 7/2 7/7 8/7 8/18 12/16 14/6 15/2 15/12 17/10 18/5 20/4 24/8 25/14 25/24 27/25 28/6 28/8 28/24 28/25 29/10 29/19 29/22 29/22 30/11 30/19
IL [3] 1/23 33/13 33/14
IL-CSR [3] 1/23 33/13 33/14
Illinois [1] 33/5
important [8] 6/19 6/24 7/11 12/10 17/1 22/19 24/17 24/24
improvement [2] 26/10 26/18
in [61]
Inaudible [1] 11/11
Inc [1] 1/22
inclined [2] 29/10 29/19
include [2] 18/6 30/19
included [2] 7/6 7/9
includes [1] 11/5
inconsequential [1] 29/20
inconsistent [1] 17/7
incorporate [2] 14/4 24/17
incorporated [1] 7/14
individual [1] 16/6
individuals [1] 11/5
inset [1] 25/3
inside [2] 14/25 15/7
instance [1] 10/5
interested [1] 18/5
interior [1] 19/12
interpreting [1] 15/12
into [5] 6/15 6/20 7/14 18/23 31/11
introduce [1] 6/14
introducing [1] 6/16
is [98]
Is we're [1] 11/17
isn't [1] 26/15
issue [4] 8/4 16/25 24/25 26/16
it [55]
it's [30] 3/6 4/4 4/16 6/2 6/19 6/25 7/16 7/17 11/18 20/3 20/6 20/8 21/17 22/19 22/20 25/2 25/3 25/16 25/19 25/19 26/2 26/15 26/18 27/7 27/8 28/22 29/9 29/13 29/19 31/24
it's -- it [1] 29/13
items [1] 31/23

J

Jaggi [2] 1/17 2/21
Jaguar [1] 7/18
Jason [3] 1/17 2/21 10/22
Jersey [1] 28/22
Jessica [2] 1/18 3/1
Jim [1] 4/24
JUNE [2] 1/4 2/2
June 5th [1] 2/2
just [23] 7/18 7/23 10/23 12/18 14/20 16/7 16/14 17/3 18/6 20/5 20/22 23/7 24/20 25/11 25/13 25/19 27/6 29/6 29/10 30/10 30/14 31/21 32/4

K

Kansas [1] 33/6
keep [1] 23/22
Kelly [3] 1/17 2/23 13/7
key [2] 5/22 12/9
kind [5] 15/13 24/18 25/6 25/12 27/2
Kistner [1] 1/13
know [23] 7/10 7/23 12/17 13/21 14/4 14/17 19/16 21/23 22/7 22/13 22/18 24/8 24/9 24/15 24/16 25/1 25/7 25/15 25/16 27/19 28/24 29/10 30/10
KS [3] 1/23 33/13 33/14
KS-CCR [3] 1/23 33/13 33/14

L

Land [1] 7/18
lapsed [1] 5/13
large [3] 4/1 24/10 24/24
largely [1] 13/22
last [1] 4/5
later [1] 33/8
least [2] 29/3 30/7
less [4] 26/2 26/6 26/6 27/12
let [2] 9/8 14/9
let's [1] 25/9
like [21] 3/14 3/18 4/5 6/18 11/13 13/12 17/8 20/14 21/25 22/5 22/13 23/1 25/7 25/19 26/19 27/8 28/6 28/10 29/3 29/7 29/24
limit [1] 23/25
limited [1] 16/1
line [3] 16/22 16/23 24/18
little [9] 5/10 8/4 8/11 15/11 17/6 18/5 24/21 25/8 27/3
local [4] 11/6 11/10 23/4 23/4
located [1] 3/8
longer [1] 5/10
look [15] 4/14 7/1 7/5 9/16 11/25 12/3 12/18 12/19 13/15 13/23 16/1 16/9 22/8 26/2 29/2
looked [5] 9/6 9/11 9/11 14/3 25/1
looking [14] 4/12 6/3 6/14 11/18 15/13 15/14 16/3 16/5 17/3 19/10 19/12 22/6 23/1 29/17
looks [1] 3/14
loose [1] 10/10
lot [4] 6/20 7/2 11/14 24/15
Louis [3] 1/24 8/10 33/2
lower [2] 17/5 29/22
Lumley [3] 1/16 2/18 31/8

M

made [2] 8/16 28/24
Magruder [2] 1/14 2/9
main [4] 14/7 22/11 26/5 27/11
maintain [3] 9/3 14/24 22/3
maintained [2] 17/10 18/4
make [7] 7/6 7/8 8/9 10/23 22/8 22/14 27/25
makes [1] 14/6
making [1] 21/6
manager [1] 5/21
many [1] 23/3
margin [1] 8/7
market [1] 8/10
masonry [1] 25/7
match [1] 23/12
material [14] 7/16 7/17 13/11 13/20 14/1 14/8 22/21 23/2 23/3 24/3 25/4 25/15 25/21 30/8
materials [5] 10/1 12/7 12/8 13/16 23/4
matter [1] 31/5
matters [1] 22/23
Matthew [1] 1/16
may [2] 18/11 29/13
maybe [3] 13/5 19/10 23/20
McLaughlin [4] 1/22 1/23 33/4 33/14
me [2] 14/9 21/9
mean [6] 8/22 9/18 15/22 17/13 19/9 28/4
meeting [3] 2/2 3/12 31/13
memo [1] 31/13
mentioned [1] 12/13
mentioning [1] 22/19
Mercedes [2] 23/16 25/5
middle [2] 24/19 25/13
might [3] 4/4 9/13 24/7
mind [1] 27/16
minor [2] 14/6 25/15
MISSOURI [3] 1/2 33/1 33/5
Mix [2] 12/7 12/8
MO [4] 1/23 1/24 33/13 33/14
MO-CCR [3] 1/23 33/13 33/14
modifications [1] 5/14
MONDAY [2] 1/4 2/2
more [11] 7/2 12/23 16/9 18/6 18/8 23/9 24/4 24/15 24/18 29/1 29/25
most [2] 24/16 26/3
motion [1] 31/10
Motor [1] 12/24
Motors [1] 3/9
move [1] 31/9
Mr [7] 1/13 1/14 1/15 1/16 1/16 1/17 28/20
Mr. [6] 2/5 2/9 2/11 2/15 2/21 31/8
Mr. Carney [1] 2/5
Mr. Jason [1] 2/21
Mr. Lumley [1] 31/8
Mr. Magruder [1] 2/9
Mr. Rovak [1] 2/11
Mr. Schuh [1] 2/15
Ms [5] 1/13 1/14 1/15 1/17 1/18
Ms. [2] 2/7 2/13
Ms. Hall [1] 2/7
Ms. Silverman [1] 2/13
much [5] 5/19 12/19 21/25 27/9 27/16
Munich [1] 11/5
Muriel [1] 1/14
my [5] 4/24 7/20 10/19 20/12 27/15

N

name's [1] 4/24
natural [2] 13/11 13/20
necessarily [2] 25/20 28/15
need [8] 8/6 13/6 18/11 22/3 22/17 28/16 30/10 30/25
needs [1] 11/10
new [9] 1/3 3/6 3/21 7/7 14/14 14/15 16/6 26/9 28/22
next [1] 23/16
no [11] 3/6 9/25 12/1 19/10 20/7 26/23 29/5 30/2 30/5 31/23 31/24
none [1] 27/19
north [15] 1/3 5/2 5/8 5/21 7/15 8/5 8/8 8/22 8/22 9/8 12/10 14/10 30/6 30/15 30/17
not [29] 4/6 6/1 8/8 8/18 9/16 10/16 13/25 15/19 16/7 18/14 19/5 19/7 23/10 24/20 25/4 25/19 25/19 26/4 26/15 27/1 27/9 27/24 28/14 29/2 29/6 29/7 29/13 29/20 30/19
note [1] 7/23
notes [1] 7/20
notice [2] 15/2 31/15
noticeable [1] 29/13
now [3] 3/5 18/5 30/23
number [2] 4/12 6/18

O

obviously [2] 3/4 7/24
odd [3] 15/4 18/19 27/20
off [2] 14/20 17/3
Offer [1] 31/11
oh [5] 4/22 17/25 18/19 23/6 31/20
old [1] 3/21
Olive [6] 3/8 19/15 21/17 21/19 21/22 25/25
on [44]
one [18] 3/21 5/22 6/8 6/18 8/4 8/11 13/5 13/22 14/10 15/13 21/2 22/18 26/20 27/23 27/23 28/16 28/25 29/24
only [8] 6/2 7/13 14/1 27/8 28/24 28/25 31/2 31/2
opposed [1] 14/15
option [1] 17/3
or [27] 4/2 8/7 11/16 12/18 12/24 13/16 13/18 13/20 15/6 15/19 19/12 20/15 20/18 24/10 26/13 26/18 27/23 28/3 28/18 28/18 28/19 29/2 29/9 29/9 29/24 30/5 30/8
Or all [1] 28/18
order [3] 2/2 2/4 14/5
ordinance [5] 4/7 23/4 31/24 32/1 32/2
Ordinances [1] 31/13
original [1] 16/17
originally [2] 23/20 29/17
other [12] 8/9 11/15 15/19 16/10 21/7 23/11 24/3 26/13 27/4 27/24 30/8 30/9
others [1] 16/4
our [24] 2/4 2/17 2/20 2/25 3/11 7/5 7/8 7/9 8/7 15/24 16/24 17/4 17/8 17/18 18/17 23/2 24/9 24/13 24/22 25/17 29/7

O

our... [3] 29/17 30/6 30/22
out [8] 8/18 15/4 17/10 19/18 21/21 22/6 23/7 23/19
outside [2] 3/11 13/17
over [5] 8/12 11/16 17/12 18/2 19/4
overall [3] 14/20 16/5 17/4
owner [3] 5/1 5/18 7/22

P

p.m [2] 1/5 32/7
packet [7] 3/19 3/23 4/3 4/10 15/2 18/17 20/23
page [8] 3/24 3/25 4/3 4/9 4/15 4/18 15/2 20/25
pages [1] 4/5
panel [1] 30/17
panels [1] 6/12
parallel [2] 19/15 21/22
parking [1] 5/5
part [6] 5/25 6/25 10/18 14/25 27/2 27/2
particular [1] 14/9
particularly [1] 29/13
PDF [3] 3/25 4/15 4/18
pedestrian [1] 5/6
people [1] 6/3
permit [1] 3/7
permitted [1] 13/24
permitting [1] 13/23
phonetic [1] 23/2
pick [1] 27/23
picture [1] 3/21
piece [2] 8/11 12/20
plan [8] 3/7 5/4 5/13 6/3 19/11 20/24 21/23 31/14
plane [2] 19/17 20/8
Planner [2] 1/17 2/23
planning [6] 1/1 1/18 2/3 2/25 30/19 33/7
Plaza [4] 3/8 3/9 7/22 12/24
please [1] 4/22
point [11] 8/18 12/24 14/18 22/16 23/7 23/19 26/6 26/24 27/4 30/5 31/22
pointing [1] 14/10
Porex [1] 23/2
portion [2] 5/24 17/21
position [1] 22/14
possession [1] 31/16
possible [1] 3/10
practice [1] 25/20
predominant [1] 25/4
preferable [1] 29/25
present [11] 2/6 2/8 2/10 2/12 2/14 2/16 2/19 2/22 2/24 3/2 3/3
previous [1] 29/16
primary [5] 9/12 9/14 14/11 14/12 22/20
prior [1] 3/22
Probably [1] 27/2
process [8] 5/8 5/9 5/16 5/18 11/2 11/6 11/19 13/23
product [1] 24/12
products [1] 23/4
Professional [1] 33/4
profit [1] 8/7
program [1] 6/1
prohibited [1] 13/18
project [3] 5/25 19/9 20/11
projection [2] 19/12 20/3
prominent [1] 13/25
pronounced [1] 27/12
proposed [1] 10/9
provide [2] 7/7 14/5
providing [2] 16/8 18/5
public [10] 1/1 1/8 3/5 31/12 31/14 31/15 31/18 32/7 33/8 33/10
purpose [2] 16/11 29/4
put [1] 23/14

Q

quality [1] 7/17
question [4] 10/25 26/17 26/23 27/15
questions [2] 12/24 26/13
quite [1] 23/19

R

reach [1] 8/6
read [1] 8/14
ready [3] 3/14 4/21 12/25
really [11] 6/18 6/24 7/20 11/7 14/11 15/8 15/13 22/20 22/25 25/7 27/17
rear [2] 5/6 23/23
reason [1] 11/7
reasons [1] 23/21
recently [1] 23/13
receptive [1] 8/2
recommend [3] 13/10 17/9 31/25
recommendation [13] 8/16 9/6 9/12 17/19 24/13 24/14 24/22 25/17 29/7 30/6 30/16 30/20 31/1
recommendations [1] 28/25
recommended [2] 13/19 15/1
record [1] 31/12
record's [1] 32/4
Recording [2] 1/18 3/1
redevelopment [2] 6/1 7/7
redo [1] 5/14
reduced [1] 33/9
reducing [1] 23/9
refer [1] 13/3
reflect [1] 30/16
reflecting [1] 31/15
regarding [1] 31/14
Region [1] 5/21
Registered [1] 33/4
relation [1] 16/4
relative [1] 8/9
relocation [1] 5/5
remember [1] 10/22
remove [1] 29/21
rendering [2] 3/21 3/22
renovated [2] 23/14 23/17
renovation [1] 3/7
report [4] 8/13 30/4 30/16 31/22
reported [1] 33/7
reporter [5] 3/17 33/5 33/5 33/6 33/7
Reporting [1] 1/22
request [1] 13/13
requirement [1] 29/22
responding [1] 24/12
rest [3] 15/4 29/15 30/19
retail [1] 6/1
review [1] 29/17
revise [1] 31/1
revised [1] 30/15
rid [2] 28/7 28/8
right [17] 3/13 3/19 4/12 4/13 4/20 8/20 10/8 15/9 15/12 15/15 16/20 17/17 21/7 21/17 21/19 30/18 30/23
road [2] 1/3 7/19
Rob [4] 5/2 5/16 5/20 11/1
Rovak [2] 1/15 2/11
Rover [1] 7/18
RPR [3] 1/23 33/13 33/14

S

sales [1] 7/8
same [12] 5/3 5/7 7/3 11/18 11/25 12/3 12/6 12/19 13/22 13/23 23/21 25/5
saw [1] 12/17
say [5] 25/2 27/23 28/4 29/5 30/1
saying [5] 9/23 12/19 13/21 28/6 28/20
scale [1] 4/1
Schuh [3] 1/16 2/15 28/20
scratch [1] 29/16
secondary [2] 22/21 26/7
Secretary [2] 1/18 3/1
section [1] 20/17
see [20] 6/21 12/22 18/9 18/11 18/16 18/17 18/19 21/8 21/18 21/21 22/1 22/5 22/12 27/3 27/4 27/10 27/17 27/18 28/5 28/14
seem [2] 15/4 29/24
seems [2] 18/19 27/19
seen [1] 14/16
sense [1] 23/25
separate [2] 22/6 31/1
serve [1] 29/3
serves [1] 6/6
service [26] 5/6 5/23 6/13 6/17 6/19 6/21 7/5 7/9 9/3 9/22 13/17 14/24 15/3 17/10 17/21 17/24 18/1 20/14 21/18 23/11 23/15 24/23 25/10 26/3 26/15 30/12
Services [1] 1/22
set [3] 21/14 27/11 28/24
setting [1] 13/12
several [2] 7/24 31/22
shall [1] 30/15
shapes [1] 11/22
she [1] 20/23
shop [1] 6/4
Shorthand [1] 33/6
should [4] 13/25 14/1 15/25 30/7
showed [1] 29/18
showroom [2] 6/11 6/15
side [1] 26/4
sides [3] 9/2 13/11 23/23
signage [1] 16/2
significant [1] 6/9
silver [2] 14/16 23/14
Silverman [2] 1/15 2/13
similar [3] 7/3 7/17 9/12
simply [1] 7/19
since [1] 26/14
single [2] 19/16 20/8
sit [2] 15/3 21/11
site [6] 3/7 5/4 5/5 5/7 5/9 5/12
sites [1] 15/19
sits [4] 20/14 20/22 21/4 26/14
six [1] 4/5
sizes [1] 11/23

S

slab [3] 6/9 6/16 6/22
slash [1] 30/18
slice [17] 8/17 8/18 9/21 14/18 14/22 16/13 16/18 16/25 21/7 21/12 25/2 27/22 28/7 28/9 30/12 30/17 31/2
small [7] 9/4 16/12 27/20 29/2 29/4 29/6 29/11
smooth [1] 23/1
so [63]
some [13] 5/11 5/14 6/14 11/3 12/11 22/1 23/21 24/7 24/18 29/3 30/8 31/7 31/7
someone [1] 12/16
something [4] 9/7 16/15 17/1 23/18
somewhat [1] 9/16
sorry [6] 4/23 13/18 17/25 18/1 20/7 21/11
sort [2] 8/17 26/7
sound [1] 11/13
space [1] 16/23
speak [5] 3/13 9/9 9/13 10/16 31/5
speakers [1] 3/16
specific [1] 24/1
specifically [3] 19/13 24/10 24/11
SS [1] 33/1
St [3] 1/24 8/10 33/2
staff [13] 8/1 8/2 8/13 10/9 10/16 24/4 28/23 29/5 30/3 30/3 30/16 30/20 31/22
staff's [3] 30/16 31/12 31/12
stand [1] 22/6
start [2] 2/4 4/11
starting [1] 29/16
starts [1] 4/2
STATE [1] 33/1
states [3] 6/2 11/17 17/19
stayed [1] 5/6
stenographically [1] 33/8
sticks [1] 19/18
still [4] 17/12 22/3 25/16 30/11
store [2] 23/14 23/16
storefront [2] 25/3 25/4
stores [1] 8/10
stripe [2] 10/6 27/20
strongly [3] 13/18 13/18 26/1
structure [1] 14/21
stucco [20] 8/25 9/4 9/19 13/20 13/21 13/25 14/7 14/15 15/6 16/6 18/13 18/18 22/8 23/1 23/25 24/10 24/15 24/20 30/18 31/3
Stutte [2] 1/18 3/1
substantial [3] 25/24 26/8 26/9
substituted [1] 23/3
such [3] 13/17 13/20 24/12
suggest [1] 18/3
suggesting [1] 10/17
summary [1] 31/22
supporting [1] 6/8
supportive [1] 29/6
sure [7] 7/6 7/8 8/18 10/16 10/23 21/24 27/1
sworn [3] 3/15 3/16 10/20
system [1] 25/3

T

table [1] 14/20
take [3] 3/10 3/11 28/11
talk [3] 5/16 5/17 15/25
talking [5] 19/21 20/9 21/3 21/5 30/15
talks [2] 30/5 31/2
tell [1] 22/10
ten [1] 6/3
ten-year [1] 6/3
terms [1] 7/16
terribly [1] 22/8
tertiary [1] 22/22
texture [2] 7/18 22/21
than [4] 4/4 5/10 23/11 24/4
thank [4] 4/23 5/19 13/1 21/1
that [135]
that's [30] 4/7 4/9 4/10 4/20 7/11 7/20 8/10 8/21 12/18 15/22 15/22 18/14 18/15 19/19 19/21 20/3 21/13 21/18 24/2 24/12 24/24 24/24 25/4 25/11 25/11 25/12 27/19 27/23 28/24 29/7
the brick [1] 14/23
the staff [1] 30/3
their [2] 8/3 23/15
them [3] 8/5 8/6 11/9
then [20] 5/17 9/15 9/22 14/24 16/7 16/21 17/11 17/21 19/4 20/9 20/10 20/10 20/14 21/4 21/6 21/15 23/13 25/10 30/18 31/8
theory [1] 12/21
there [17] 4/8 8/19 12/9 15/9 18/13 18/18 19/10 20/23 20/24 21/18 24/3 24/7 25/6 25/10 25/11 30/18 31/4
there's [7] 9/19 12/11 13/13 19/1 19/1 19/1 19/23
therefore [1] 14/17
these [3] 9/21 13/5 16/21
they [16] 5/10 11/13 11/22 11/25 12/3 12/5 12/17 13/22 14/3 14/4 15/19 17/1 21/11 24/5 25/24 29/17
they're [3] 7/6 10/4 12/4
thing [3] 14/10 22/2 22/18
think [16] 8/1 20/23 22/5 22/9 22/11 22/18 23/24 24/1 24/24 26/2 26/9 26/14 26/18 26/19 30/14 31/7
third [2] 9/22 31/1
this [55]
those [11] 1/12 4/10 6/15 12/12 13/22 25/9 27/11 29/8 29/22 30/11 30/11
Those are [1] 4/10
though [1] 27/25
thought [1] 21/18
thoughts [1] 28/23
three [2] 9/15 9/18
threw [1] 14/20
through [2] 5/8 28/10
throughout [2] 6/2 13/13
throws [1] 17/3
thru [2] 21/4 21/15
tie [3] 18/23 29/14 29/15
Tim [1] 1/13
time [1] 5/12
to the [1] 14/10
today [4] 8/12 23/8 23/10 23/16
tonight [1] 28/1
tonight's [1] 31/13
too [4] 26/14 26/21 26/22 29/16
took [1] 5/9
tool [1] 6/6
top [2] 9/4 18/14
total [1] 23/9
totally [1] 10/16
town [1] 7/24
towns [2] 11/10 12/14
transcript [1] 33/10
treat [1] 11/18
treating [1] 11/8
treatment [2] 7/3 9/22
treatments [2] 9/15 9/24
tried [1] 23/25
trouble [1] 15/11
true [1] 33/9
try [2] 7/25 8/11
trying [9] 8/5 12/2 14/4 24/17 24/19 24/19 24/20 25/13 29/14
two [3] 8/9 9/24 29/11
typewriting [1] 33/9
typically [1] 4/13

U

uh [2] 18/25 30/24
uh-huh [2] 18/25 30/24
uncomfortable [1] 10/4
uncommon [1] 25/5
uncompetitive [1] 8/9
under [2] 3/5 16/12
understand [1] 22/19
understanding [2] 20/12 30/22
unfair [1] 11/8
Unfortunately [1] 28/22
unified [5] 7/2 9/16 11/15 11/16 29/1
uniform [1] 16/9
uniformed [1] 13/14
uniformity [1] 11/7
unifying [1] 29/3
unique [2] 7/10 7/11
United [2] 6/2 11/17
up [17] 3/5 3/22 9/2 10/17 14/23 16/22 17/11 18/11 18/13 24/11 25/9 25/11 25/20 25/24 27/16 29/9 32/5
us [9] 3/24 8/2 8/9 11/18 22/20 22/22 28/16 28/18 28/19
use [2] 3/7 6/8
used [2] 13/22 14/1

V

variances [1] 12/13
various [3] 15/18 16/16 16/16
version [3] 24/19 25/9 29/16
versus [1] 15/16
very [10] 5/19 7/10 7/17 8/2 9/12 16/12 17/1 21/25 26/1 29/12
view [4] 19/11 20/24 26/7 27/5
vote [1] 31/10

W

wall [26] 8/17 8/18 9/21 14/18 14/22 16/13 16/18 16/25 17/13 17/22 17/22 19/1 19/1 21/5 21/7 21/12 25/2 27/6 27/8 27/22 28/7 28/9 30/7 30/12 30/17 31/2

W

wall's [2] 21/6 21/7
walls [9] 6/5 8/25 9/21 9/25 17/11 19/22 21/9 21/14 29/11
want [14] 6/5 7/6 7/8 7/23 9/12 10/16 10/23 11/8 11/9 13/2 23/7 24/5 24/8 29/23
wanted [2] 25/7 30/11
wants [2] 5/17 21/23
was [27] 3/18 8/16 12/17 12/18 14/16 14/17 16/11 16/15 16/18 17/1 17/7 19/19 20/23 22/18 23/14 23/18 23/18 23/20 23/20 24/14 24/21 25/1 25/8 25/25 29/7 30/6 32/7
water [1] 14/19
way [22] 9/2 10/6 10/11 10/15 12/18 14/1 16/8 16/15 16/23 17/9 17/18 18/18 18/24 19/5 19/7 24/12 25/5 25/8 26/1 26/18 27/13 29/24
we [72]
we'd [2] 6/18 10/5
we'll [3] 2/4 22/12 31/8
we're [29] 5/3 5/13 7/22 8/2 8/8 8/10 11/8 11/11 11/17 12/2 15/13 15/14 16/3 16/4 17/8 19/21 20/9 21/3 21/5 21/12 21/21 22/25 23/11 23/21 24/12 25/1 25/6 25/13 30/19
we've [3] 5/8 13/21 14/3
weirdest [1] 27/2
well [19] 6/3 6/9 7/3 10/18 13/19 15/15 16/10 17/14 17/18 18/3 23/24 24/5 24/6 24/7 25/10 26/19 27/18 30/12 30/13
went [1] 5/8
were [13] 3/16 5/4 10/20 11/13 14/4 14/22 16/21 17/2 25/24 28/25 29/14 29/17 30/14
weren't [1] 29/16
what [28] 5/17 5/18 6/14 6/21 8/18 9/13 9/18 10/17 11/11 11/16 12/19 15/22 16/11 19/19 21/3 21/18 21/23 22/3 22/23 22/25 23/20 24/18 25/1 28/5 28/23 29/17 30/14 30/22
what's [4] 8/12 10/9 19/13 24/1
whatever [1] 32/5
when [7] 6/19 6/20 7/5 13/12 15/8 27/3 27/16
where [11] 4/10 4/13 15/7 15/23 16/6 16/22 18/21 18/23 21/17 26/3 27/23
whether [2] 15/19 26/18
which [9] 5/23 6/1 8/8 11/5 17/5 17/8 21/22 22/15 24/1
while [2] 9/3 16/3
Whisler [1] 4/24
white [29] 6/9 6/11 6/16 6/22 7/16 8/11 8/24 9/20 9/24 10/14 14/14 14/14 14/23 17/1 17/12 17/15 17/20 17/20 17/21 18/2 18/6 21/6 22/23 22/25 23/8 23/9 24/4 30/12 30/13
Whitney [6] 1/17 2/23 12/25 13/2 13/7 24/8
who [2] 3/13 31/5
whole [4] 11/14 14/21 16/18 21/22
why [7] 8/10 17/8 19/21 24/12 27/19 27/19 29/7
will [11] 5/16 7/1 7/10 11/12 19/14 21/25 22/14 22/15 27/4 27/10 30/1
willing [5] 14/22 17/2 17/8 25/2 25/6
window [2] 16/23 25/3
wing [18] 8/25 9/21 16/13 17/11 17/13 17/22 17/22 18/25 19/1 19/21 21/6 21/7 21/9 21/14 27/6 27/7 29/11 30/7
wise [2] 5/7 5/7
wish [1] 28/20
wishes [1] 31/5
within [9] 3/9 6/5 11/4 15/14 16/9 22/1 22/3 25/3 30/16
without [1] 22/15
work [1] 11/9
working [2] 8/1 8/2
world [1] 11/16
would [52]
wouldn't [1] 28/4

Y

yeah [29] 3/18 4/1 4/18 7/15 8/22 10/3 10/24 12/5 13/4 15/10 16/17 17/7 17/16 18/12 18/15 18/22 18/25 19/18 19/23 20/13 24/7 26/25 27/9 27/10 27/10 27/14 27/21 28/19 30/24
year [2] 5/4 6/3
yes [12] 3/23 4/22 8/15 8/23 10/13 10/21 11/4 12/12 12/21 15/17 23/6 32/6
you [68]
you'd [1] 30/20
you're [12] 3/14 4/12 10/17 12/19 13/9 14/10 26/3 26/5 27/18 28/1 29/10 29/19
you've [2] 8/14 24/23
your [8] 3/19 4/9 10/25 11/2 11/10 20/23 28/23 30/22

Z

zero [1] 22/14
ZONING [3] 1/1 2/3 33/8

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

SCHEDULED

Meeting: 07/10/17 07:00 PM
Department: City Council
Category: Ordinance
Prepared By: Lori Obermoeller
Department Head: Lori Obermoeller

ORDINANCE

Bill No. 5656 - an Ordinance Amending the Adopted 2018 Capital Fund Budget of the City of Creve Coeur by Authorizing Additional Appropriations and Unappropriations. First Reading

Amending the FY2018 Budget to address unforeseen HVAC repairs at Dielmann Complex.

REVISED BILL NO. 5656 ORDINANCE NO.

AN ORDINANCE AMENDING THE ADOPTED 2018 CAPITAL FUND BUDGET OF THE CITY OF CREVE COEUR BY AUTHORIZING ADDITIONAL APPROPRIATIONS AND UNAPPROPRIATIONS.

WHEREAS, REVENUES WERE ESTIMATED AND APPROPRIATIONS WERE AUTHORIZED IN THE ANNUAL CITY BUDGET ADOPTED ON JUNE 26, 2017 BY ORDINANCE NO. 5533

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

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

SECTION 1. THAT THE BUDGET FOR THE CAPITAL FUND FOR THE 2018 FISCAL YEAR AS ADOPTED, IS HEREBY AMENDED BY AUTHORIZING ADDITIONAL APPROPRIATIONS AND UNAPPROPRIATIONS IN THE NET AMOUNT OF $55,800

CAPITAL FUND		
DIELMANN RECREATION COMPLEX HVAC SYSTEM	$	70,800
ICE ARENA OFFICE AREA IMPROVEMENTS		(15,000)
TOTAL ADD. APPROPRIATIONS/(UNAPPROPRIATIONS)-CAPTL FUND	$	55,800

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

ADOPTED THIS _____ DAY OF _____2017.

ROBERT HOFFMAN
PRESIDENT OF THE CITY COUNCIL

ADOPTED THIS _____ DAY OF _____2017.

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK

MEMORANDUM

DATE: July 5, 2017

TO: Mark Perkins, City Administrator

FROM: Lori Obermoeller, Director of Finance

SUBJECT: Budget Adjustments

As pointed out in Jason Valvero's attached memo, it is necessary to contract with a consulting firm to design a new replacement zone system and to recommend a new boiler. Neither one was budgeted in FY2018, therefore, the following amendment is recommended for the FY2018 budget to account for the unexpected equipment repairs at the Dielmann Recreation Complex:

1. Capital Fund
   a. Increase – Dielmann Recreation Complex HVAC appropriations by $70,800.
   b. Decrease – Ice Arena Office Area Improvements by $15,000 ($25,000 currently budgeted). Only the window will be fixed at this time…other items will be deferred to future budget.

Because $15,000 that is currently budgeted on the Ice Arena Office Area Improvements will not be spent, this money will help offset the $70,800 needed for the unexpected equipment repairs; therefore, this amendment will only decrease the ending fund balance by $55,800. I would be pleased to respond to any questions.

CITY OF CREVE COEUR

MEMORANDUM

Date: June 30, 2017
To: Mark Perkins, City Administrator
From: Jason Valvero, Director of Recreation
CC: Lori Obermoeller, Director of Finance
Subject: Dielmann Recreation Complex HVAC System

The Dielmann Recreation Complex is heated and cooled through three zones; the Dielmann East Meeting Room (old golf pro shop), the Dielmann West meeting room and the concessions area/rink lobby area/main offices, the largest zone of the system. Dielmann East and the concessions/rink/office zones are operating off older units, while a new system was installed in Dielmann West during the renovation project of 2015/2016.

On May 5, 2017 a service call was made to look into why the concessions/rink/office zone of the HVAC system was not cooling. Upon investigation, it was reported the zone air handler or the condensing unit had a major leak and lost all freon. Staff discussed what the next steps should be towards getting the zone back up and running. The company provided two options; a not to exceed budget number of $2,400 to investigate why the system lost all Freon (and make any minor repairs if possible) or replace the zone equipment. Staff decided to enter into a contract to investigate the problem as the first step. The investigation revealed the 22-year-old system had more damage than the initial service call revealed and the best option at this time is to replace the zone system.

The recreation staff then consulted with Public Works to look at projects similar to what the facilities of City Hall have gone through. After many discussions, it was decided that the best approach would be to work with a consulting firm to help design a system for our application. The city has used the services of Conrad Lutz & Associates, Inc. in the past for a similar city hall project. Staff said they did a thorough job and worked well with them from start to finish. This option will allow the firm to analyze the current equipment, run new load tests (to see if a smaller unit can be installed since Dielmann West is no longer part of the zone), recommend high efficiency units and research Ameren rebates that may apply to this project. At the same time, the firm will be asked to recommend a new boiler that was slated to be replaced in June. The firm is not tied to a specific vendor, so they are looking at all brands of equipment. The consulting firm will provide bid drawings and specifications, review the submitted bids and shop drawings and field any system related questions.

The total project cost is estimated to be at $70,800 and the breakdown will consist of the following:

1. Equipment: New Air Handler, Condensing Unit and Boiler - $35,000
2. Labor/Install - $27,000
3. Conrad Lutz & Associates, Inc. Consulting Firm - $8,800

This project was not budgeted in FY18 as the problem just occurred, a budget amendment to the CIP is required. Staff is recommending to scale down the Ice Arena Office Area Improvements project by $15,000 that is in the CIP FY18 to help offset some of the expense.

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

SCHEDULED

ORDINANCE

Meeting: 07/10/17 07:00 PM
Department: City Council
Category: Ordinance
Prepared By: Lori Obermoeller
Department Head: Lori Obermoeller

Bill No. 5657 - an Ordinance Approving Official Bond for Officers and Employees of the City Pursuant to Section 14.4 of the City Charter. First Reading

The bill approves an Official Bond for the Finance Director as required by the Charter.

BILL NO. _5657_____ **ORDINANCE NO. _____**

AN ORDINANCE APPROVING OFFICIAL BOND FOR OFFICERS AND EMPLOYEES OF THE CITY PURSUANT TO SECTION 14.4 OF THE CITY CHARTER.

WHEREAS, Section 14.4 of the City Charter requires officers and employees of the City who receive, disburse, or are responsible for City funds to give bond to the City as prescribed and approved by the City Council, and

WHEREAS, it is necessary and appropriate for the City Council to consider and approve such bond for the new Director of Finance, Lori Obermoeller,

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

SECTION 1: Pursuant to City Charter Section 14.4, bond issued by **Liberty Mutual** is hereby approved with a limit of $200,000 per loss for employee theft, an excess limit of $50,000 for the Director of Finance, and a $1,000 deductible. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this Ordinance, the matters herein authorized, and the rights and duties of the City under the bond.

SECTION 2: This Ordinance shall become effective pursuant to the provisions of Section 3.11(g) of the Charter.

Adopted this ____ day of _____, 2017.

_____
Robert Hoffman
President of the City Council

Adopted this ____ day of _____, 2017.

_____
Barry Glantz
Mayor

Attest:

_____
Deborah Ryan, MPCC
City Clerk

MEMORANDUM

DATE: July 3, 2017

TO: Mark Perkins, City Administrator

FROM: Lori Obermoeller, Director of Finance

SUBJECT: Employee Bond

The City Charter, section 14.4, requires that all officers and employees of the City who receive, disburse or are responsible for city funds and such other appointed or elected officers and employees as designated by City Council be covered by a Bond. For a number of years, the City has used a Fidelity Bond to provide that coverage.

The coverage was set at $200,000 per employee plus an additional $50,000 for the Director of Finance on February 25, 2013, by Ordinance #5298. However, sometime after that, the amount was increased to $1,000,000, but I couldn't find an Ordinance changing the coverage amount. I am recommending that we follow the Ordinance amount from 2013 and request that a Bill be adopted which sets the Bond amount for the Director of Finance at $250,000 with a deductible of $1,000.

I would be pleased to respond to any questions.

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

SCHEDULED

Meeting: 07/10/17 07:00 PM
Department: Public Works Department
Category: Resolution
Prepared By: Matt Wohlberg
Department Head: Jim Heines

RESOLUTION

Resolution No. 1298 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Execution of a Contract with Landesign, LLC, for the Dielmann Recreation Complex Parking Lot Retaining Wall Project for the Amount of $ 19,928.78.

Staff recommends entering into a contract with Landesign, LLC, for the construction phase of a project to replace a deteriorated retaining wall that supports a portion of a parking lot at the Dielmann Recreation Complex. This wall was partially damaged when a tree fell during the fall of 2016, and the nature and age of the wall makes it advisable to replace it rather than attempt to fix it. Landesign completed the design and permitting phase of this project in the spring of 2016 for the fee of $1,050. The combined value of the design and construction contracts will exceed $20,000, thus requiring City Council authorization to proceed.

RESOLUTION NO. 1298

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE EXECUTION OF A CONTRACT WITH LANDESIGN, LLC, FOR THE DIELMANN RECREATION COMPLEX PARKING LOT RETAINING WALL PROJECT FOR THE AMOUNT OF $ 19,928.78.

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; and

WHEREAS, the collapse of a tree at the Creve Coeur Golf Course caused damage to a retaining wall that needs to be replaced; and

WHEREAS, the proposed retaining wall design and construction have been competitively bid per the requirements outlined in the City of Creve Coeur Code of Ordinances; and

WHEREAS, Landesign, LLC, submitted the lowest and best bid for the project and has a history of successfully completing projects for the City.

WHEREAS, the City hired Landesign, LLC, to design the retaining wall and to obtain the necessary building permit for it, and the cumulative value of the design services and the proposed wall construction contract exceeds $20,000.

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

Section 1. The Contract between **Landesign, LLC** and the City, attached hereto as "Exhibit A," with a **contract sum of $ 19,928.78**, 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 10th day of July, 2017.

_____

Barry Glantz
Mayor

Attest:

_____
Deborah Ryan, MPCC
City Clerk

EXHIBIT A

CITY-CONTRACTOR AGREEMENT

This is an Agreement made and entered into the ____ day of July, 2017, by and between the City of Creve Coeur, Missouri (hereinafter called the "City") and, **Landesign, LLC**, with offices at 50 Tower Road, Moscow Mills, MO 63376 (hereinafter called the "Contractor"). The project is identified as the **Dielmann Recreation Complex Parking Lot Retaining Wall 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) Landesign proposal for *Creve Coeur Golf Course Wall Replacement (revised May 23, 2017)*
4) Non-Collusion Affidavit
5) Contractor's Affidavit for Public Construction Projects
6) Construction Schedule
7) Missouri Annual Wage Order 24
8) Performance and Payment Bond
9) All Addenda to the Bid Documents and all Modifications issued after execution of this Contract

The documents listed above, together with this Agreement, form the Contract and are all as fully a part of the Contract as if attached to this Agreement or repeated herein. Furthermore, all

definitions set forth in the General Conditions of City-Contractor Agreement are applicable to this Agreement.

ARTICLE II

Scope of Work

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

ARTICLE III

Time of Completion

(a) All time limits stated in the Contract Documents are of the essence.

(b) The Work to be performed under the Contract shall commence within **fifteen (15) calendar days** of the date of the written Notice to Proceed, as issued by the City, and the Work shall be completed within **sixty (60) 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 **nineteen thousand, seven hundred, and twenty-eight dollars and seventy-eight cents ($19,728.78)**. 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 dray 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 the removal of a wooden retaining wall, construction of a new modular block wall, and installation of a new safety railing along the top of the wall.

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 – CONTRACT UNIT PRICES

ITEM	QUANTITY	UNIT	UNIT COST	EXTENDED COST
Demolition and Removals	1	LS	$ 6,456.40	$ 6,456.40
Modular Block – Cap Stone	136	LF	$ 8.21	$ 1,116.56
Modular Block – Wall Blocks	385	SF	$ 16.95	$ 6,525.75
Fabric (Mirafi 140N MSD 4)	423.5	SF	$ 0.12	$ 50.82
Geogrid (Miragrid 2XT)	95	SY	$ 2.31	$ 219.45
Rock – 1” Backfill	40	TON	$ 15.01	$ 600.40
Rock – ¾” Minus	8	TON	$ 12.70	$ 101.60
Rock – Minus top 12” Backfill	10	TON	$ 12.70	$ 127.00
Landscape Fabric	600	SF	$ 0.32	$ 192.00
Shrub – Pyracantha #5	35	EA	$ 49.68	$ 1738.80
Steel Powder Coat Safety Rail	1	LS	$ 2,800.00	$ 2,800.00
NOT-TO-EXCEED CONTRACT SUM:				**$ 19,928.78**

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

CITY OF CREVE COEUR

By _____
Mark C. Perkins, City Administrator

By _____
James H. Heines, Director of Public Works

(SEAL)

Attest: _____
City Clerk

Date: _____

LANDESIGN, LLC

By _____
"Contractor"

_____
Printed Name

_____
Title

(SEAL)

Attest: _____

Date: _____

DEPARTMENT OF PUBLIC WORKS
STAFF MEMORANDUM

DATE: July 5, 2017

TO: Mark Perkins, City Administrator

CC: Jason Valvero, Director of Recreation
Jim Heines, Director of Public Works

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

SUBJECT: Recommendation of Award
Dielmann Recreation Complex Parking Lot Retaining Wall Project

---

The City has received and evaluated competitive bids for a project to replace a failing retaining wall that supports a portion of the eastern parking lot at the Dielmann Recreation Complex. City staff recommends entering into a contract with Landesign, LLC, to complete the project.

Project Description
The eastern parking lot at the Dielmann Recreation Complex sits above the beginning of the golf cart path by several feet. The parking lot and the cart path are separated by a wooden tie retaining wall that is aging and deteriorated.

In the fall of 2016, a large tree that was located between the first tee box and the parking lot fell and damaged an adjacent fence, a parking lot light, and this retaining wall. An insurance claim was filed to cover part of the damages to all three.

Old wooden tie walls have rotten wooden members and are typically difficult or impossible to repair. As has been the case with several similar retaining walls in the City's parks, the wall needs to be replaced.

The proposed project involves designing a new retaining wall, replacing the wooden retaining wall with a modular block wall, as well as bushes and safety railing to line the top of the wall. Asphalt repairs to the parking lot will be completed by the City's Public Works staff or through the upcoming project to resurface the cart paths at the golf course.

Design and Safety Railing. Staff engaged Landesign, LLC, to design the new retaining wall. Through the design and permitting process, it was found that a safety railing will be required along the top of the wall. The railing would help protect vehicles and pedestrians from falling over the edge. Adding a safety railing to the project increased its cost to over $20,000, thus requiring authorization from the City Council to proceed.

Schedule
Design and permitting for the project were completed in early 2017. Construction of the retaining wall would begin as soon as possible following contract approval. The goal is to complete the retaining wall project before the golf cart path resurfacing later this summer.

Bid Results
Staff received three proposals for the retaining wall repairs in November 2016:

	Bidder	Total Bid
1.	Landesign, LLC. .....$	16,247.98
2.	Pecaro Masonry. .....$	16,834.57
3.	Pro-Science Landscape Environments.....$	17,325.00

These were the initial proposals for the project. The scope of the project grew with the need for a railing and engineering drawings for the wall, the costs of which are not reflected in the costs above.

Project Financing
Funding for this project is identified in account 02-61-7-9506-17320 for "Dielmann Recreation Complex Parking Lot Retaining Wall" in the Capital Improvement Fund for FY2017 and FY2018.

Funding for the design phase of the project allocated in a revision to the FY2017 budget, and funding for the construction phase of the project was allocated in FY2018, summarized as follows:

FY2017 – Design Phase

Design .....$		1,050.00
Total FY2017	**$**	**1,050.00**

FY2018 – Construction Phase

Wall Construction .....$		17,128.78
Railing Option.....$		2,800.00
Total FY2018	**$**	**19,928.78**

Total for Project $ 20,978.78

Recommendation
Landesign, LLC (Landesign), the low bidder for the project, has provided good services related to landscaping in the past, completing such projects as the installation of mulch for the interchange of Interstate 270 and Olive Boulevard in 2016. Landesign has completed landscaping, retaining wall, playground, and other related projects in parks and public places in both St. Louis and St. Charles, and the proposed retaining wall is well within their capability and expertise.

Staff recommends that the City Council authorize the execution of a contract in the amount of $19,928.78 with Landesign, LLC, for the Dielmann Recreation Complex Parking Lot Retaining Wall Project due to their qualifications, low bid, and past work for the City.

Landesign, LLC
50 Tower Street
Moscow Mills, MO 63362
(636) 332-4500

Attachments: Landesign proposal (revised May 23, 2017)

landesign L.L.C.

BID/PROPOSAL

50 Tower Street - Moscow Mills, MO 63362 - ph: 636-332-4500 - fax: 636-639-8757

Project Name: Creve Coeur Golf Course Wall Replacement
Revised May 23, 2017

We hereby submit this quote to furnish all necessary equipment, labor and materials to complete the following listed work. All work is to be done in a competent manner according to the highest level or professional standards and industry practices.

Selective Site Demolition				
1	Demo Existing Wall and asphalt / haul off	1.00 ls	$6,456.40 ls	$6,456.40
		Totals for Selective Site Demolition:		**$6,456.40**
Retaining Walls				
1	Block, Kirchner - Straight Cap - Limestone	136.00 lf	$8.21 lf	$1,116.56
2	Block, Versa-Lok Standard - Limestone	385.00 sf	$16.95 sf	$6,525.75
3	Fabric, Mirafi 140N MSD Type 4	423.50 sf	$0.12 sf	$50.82
4	Grid, Miragrid 2XT	95.00 sy	$2.31 sy	$219.45
		Totals for Retaining Walls:		**$7,912.58**
Bulk Material				
1	Rock, Clean 1" Backfill	40.00 ton	$15.01 ton	$600.40
2	Rock, Minus/Surfacing Rock 3/4"	8.00 ton	$12.70 ton	$101.60
3	Rock, Minus Top 12" of Backfill	10.00 ton	$12.70 ton	$127.00
		Totals for Bulk Material:		**$829.00**
Engineering				
1	Retaining Wall Engineering	1.00 ls		$1,050.00
		Totals for Engineering:		**$1,050.00**
Landscaping				
1	Landscape Fabric	600.00 sf	$0.32 sf	$192.00
2	Pyracantha Shrub #5	35.00 ea	$49.68 ea	$1,738.80
		Totals for Landscaping:		**$1,930.80**

Total:$ 18,178.78

Railing Options:

Double Pipe Rail Powder Coated Steel $2,800

Double Pipe Rail Stainless Steel $4,282

QUALIFICATIONS:

1. Railing required is not included. Railing type to be determined (35' x 42").
2. Tax is excluded in above price. All workmen to be paid per current prevailing wage order.
3. If compaction testing is required, it is to be done by others and is not included in above price.
4. Bid includes all block, above and below grade, to build wall per standard modular block wall practices.
5. If permit(s) are required, they are to be obtained by others and are not included in above price.

Payment to be made as follows: INVOICED MONTHLY ON WORK COMPLETED, NET 30 DAYS, and 1.5% finance charge on overdue amount. Above price(s) expire in 60 days.

Landesign *LLC*

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

SCHEDULED

Meeting: 07/10/17 07:00 PM
Department: Public Works Department
Category: Resolution
Prepared By: Matt Wohlberg
Department Head: Jim Heines

RESOLUTION

Resolution No. 1299 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Execution of a Contract with Spencer Contracting Company for the Golf Course Bridge Installation Project for the Amount of $ 86,125.00.

Staff recommends that the City enter into a contract with Spencer Contracting Company for the Golf Course Bridge Installation Project at the Creve Coeur Golf Course. The scope of this project involves removing two old and deteriorated bridges, building new concrete supports, and installing new bridges onto these supports. Both bridges that are proposed to be replaced were identified for replacement through the 2015 golf course needs assessment. The design and fabrication of these bridges are being completed through a separate project. The City received a Municipal Park Grant that will pay for 100% of the cost of the installation of these bridges.

RESOLUTION NO. 1299

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE EXECUTION OF A CONTRACT WITH SPENCER CONTRACTING COMPANY FOR THE GOLF COURSE BRIDGE INSTALLATION PROJECT FOR THE AMOUNT OF $ 86,125.00.

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; and

WHEREAS, the City commissioned the completion of the *Analysis of Existing Golf Course Conditions for Needs Assessment* in 2015, and this report recommended the immediate replacement of several bridges at the Golf Course; and

WHEREAS, the City of Creve Coeur was awarded a Municipal Park Grant to fund the replacement of two of the bridges at the Golf Course; and

WHEREAS, Resolution 1280 authorized the award of a contract to design, fabricate, and deliver these bridges, and that project is progressing as scheduled; and

WHEREAS, the proposed site preparation and installation of the two new bridges has been competitively bid per the requirements outlined in the City of Creve Coeur Code of Ordinances; and

WHEREAS, Spencer Contracting Company submitted the lowest and best bid for the project and has a history of successfully completing projects for the City.

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

Section 1. The Contract between **Spencer Contracting Company** and the City, attached hereto as "Exhibit A," with a **contract sum of $ 86,125.00**, 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 10th day of July, 2017.

_____

Barry Glantz

Mayor

Attest:

_____
Deborah Ryan, MPCC
City Clerk

CITY-CONTRACTOR AGREEMENT

This is an Agreement made and entered into the ____ day of July, 2017, by and between the City of Creve Coeur, Missouri (hereinafter called the "City") and, **Spencer Contracting Company**, with offices at 3073 Arnold Tenbrook Road, Arnold, MO 63010 (hereinafter called the "Contractor"). The project is identified as the **Golf Course Bridge Installation 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 Details
6) Non-Collusion Affidavit
7) Contractor’s Affidavit for Public Construction Projects
8) Construction Schedule
9) Missouri Annual Wage Order 24
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 **fifteen (15) calendar days** of the date of the written Notice to Proceed, as issued by the City, and the Work shall be completed within **fifty (50) 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 **eighty-six thousand, one hundred, and twenty-five dollars and zero cents ($86,125.00)**. 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 dray 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 constructing new bridge abutments and placement of pre-fabricated bridges onto these abutments at the Creve Coeur Golf Course. This work is more specifically described in the Project Manual.

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

Item Number	Item	Unit	Contract Quantity	Contract Unit Price	Item Subtotal
105800A	CONTRACTOR SURVEYING AND STAKING	LS	1	$ 1,227.00	$ 1,227.00
105810A	AS-BUILT SURVEY	LS	1	$ 826.00	$ 826.00
105900A	PROTECTION AND RESTORATION OF SITE	LS	1	$ 15,009.00	$ 15,009.00
202201A	REMOVAL OF IMPROVEMENTS	LS	1	$ 6,183.00	$ 6,183.00
202201A	MOBILIZATION	LS	1	$ 6,962.00	$ 6,962.00
202201A	BRIDGE ABUTMENT	EA	4	$ 10,835.00	$ 43,340.00
202201A	BRIDGE INSTALLATION	EA	2	$ 6,289.00	$ 12,578.00

CONTRACT SUM:	$ 86,125.00

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

CITY OF CREVE COEUR

By _____
Mark C. Perkins, City Administrator

By _____
James H. Heines, Director of Public Works

(SEAL)

Attest: _____
City Clerk

Date: _____

SPENCER CONTRACTING COMPANY

By _____
"Contractor"

_____
Printed Name

_____
Title

(SEAL)

Attest: _____

Date: _____

DEPARTMENT OF PUBLIC WORKS
STAFF MEMORANDUM

DATE: July 2, 2017

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works
Jason Valvero, Director of Recreation

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

SUBJECT: Recommendation of Award
Golf Course Bridge Installation Project

The City has received and evaluated competitive bids for a project to install two new bridges at the Creve Coeur Golf Course. City staff recommends entering into a contract with Spencer Contracting Company to complete the project.

These two bridges are currently being built through a separate project.

Proposed Improvements

Two of the existing cart path bridges at the Creve Coeur Golf Course were identified as obsolete and in need of replacement by the *Analysis of Golf Course Existing Conditions for Needs Assessment* in 2015. The first bridge, located near the center of the course, crosses the creek to connect the west side of the course to the mid-course restroom facility. The second bridge is located next to the recently rehabilitated dam and carries the cart path over the east tributary to the main channel. Both bridges are old, wooden bridges without adequate railings.

The City awarded a contract to Anderson Bridges, LLC, in March to design, fabricate, and deliver two bridges to replace these two failed bridges. The new bridges have been designed to closely resemble the existing pre-fabricated bridges that are located elsewhere along the golf course. Delivery of these two bridges is expected in August.

The proposed improvements include the removal of the two existing bridges, the construction of the concrete supports needed for each bridge, and the installation of the two new bridges onto those supports. Construction of the supports would begin as soon as possible in order to be finished in time to install the bridges when they arrive.

Schedule

Scoping for this project began in the spring of 2016 during the development of the Capital Improvement Plan, and further planning for the project extended through the summer of 2016 with the application for the Municipal Park Grant.

The contract allows for the project to take up to fifty (50) days to complete. Most of this schedule depends upon the delivery of the bridges, which are expected to arrive in August. This project is to be completed before the golf cart paths are resurfaced in late August and into September.

Advertisement
The City advertised the Invitation for Bids for the subject project in *The Countian* on June 23, 26, 28, and 30, as well as on the City's website and the Drexel Technologies online plan room. Invitations were also sent by e-mail and/or facsimile to area contractors that have bid on or completed construction projects involving concrete in the recent past for the City.

Bid Results
Bids for the subject project were publicly opened and read on Friday, June 30, 2017. A total of four (4) bids were received for the project. These bids are summarized below:

	Bidder	Total Bid
1.	Spencer Contracting Company.	$ 86,125.00
2.	Tramar Contracting, Inc.	$ 75,166.00
3.	Gershenson Construction Company, Inc.	$ 124,300.00
4.	R V Wagner, Inc.	$ 127,200.00

A copy of the bid results is attached. No errors or discrepancies were found on the bids.

Project Financing
Funding for this project is identified in account 02-61-7-9506-17319 for "Golf Course Cart Path Replacement" in the FY2018 Capital Improvement Fund.

The City was awarded a Municipal Park Grant to pay for up to $95,000.00 for the installation of the bridges and their abutments. The bid from Spencer Contracting is below this amount.

Recommendation
Spencer Contracting Company, the low bidder for the project, has successfully completed several recent projects for the City, including new concrete pads and sidewalks at Conway Park as part of a Municipal Park Grant in 2011 and the annual Asphalt Pavement Resurfacing projects in 2015 and 2016. Staff finds that Spencer Contracting Company is well qualified to complete the proposed project and expects that they would do so successfully.

In addition, Spencer Contracting Company assisted the City with providing estimates that were required to substantiate the cost of the current project for the application for the Municipal Park Grant.

Staff recommends that the City Council authorize the execution of a contract in the amount of $86,125.00 with Spencer Contracting Company for the Golf Course Bridge Installation Project, due to their qualifications, low bid, and past work for the City.

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

Attachments: Bid Tabulation

BID TABULATION

GOLF COURSE BRIDGE INSTALLATION PROJECT

City of Creve Coeur, Missouri

Bids opened: 11:00 a.m. Friday, June 30, 2017

Item Number	Item	Unit	Contract Quantity	SPENCER CONTRACTING COMPANY		TRAMAR CONTRACTING, INC		GERSHENSON CONSTRUCTION CO., INC.		R. V. WAGNER, INC.	
				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	$ 1,227.00	$ 1,227.00	$ 1,500.00	$ 1,500.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00
105810A	AS-BUILT SURVEY	LS	1	$ 826.00	$ 826.00	$ 1,000.00	$ 1,000.00	$ 800.00	$ 800.00	$ 2,000.00	$ 2,000.00
105900A	PROTECTION AND RESTORATION OF SITE	LS	1	$ 15,009.00	$ 15,009.00	$ 10,000.00	$ 10,000.00	$ 15,000.00	$ 15,000.00	$ 24,000.00	$ 24,000.00
202201A	REMOVAL OF IMPROVEMENTS	LS	1	$ 6,183.00	$ 6,183.00	$ 22,000.00	$ 22,000.00	$ 12,500.00	$ 12,500.00	$ 10,200.00	$ 10,200.00
619001A	MOBILIZATION	LS	1	$ 6,962.00	$ 6,962.00	$ 16,000.00	$ 16,000.00	$ 40,000.00	$ 40,000.00	$ 7,000.00	$ 7,000.00
703999A	BRIDGE ABUTMENT	EA	4	$ 10,835.00	$ 43,340.00	$ 8,000.00	$ 32,000.00	$ 8,500.00	$ 34,000.00	$ 16,300.00	$ 65,200.00
712999A	BRIDGE INSTALLATION	EA	2	$ 6,289.00	$ 12,578.00	$ 8,000.00	$ 16,000.00	$ 10,000.00	$ 20,000.00	$ 8,400.00	$ 16,800.00

	SPENCER CONTRACTING COMPANY	TRAMAR CONTRACTING, INC	GERSHENSON CONSTRUCTION CO., INC.	R. V. WAGNER, INC.
TOTAL BID	$ 86,125.00	$ 98,500.00	$ 124,300.00	$ 127,200.00

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

SCHEDULED

Meeting: 07/10/17 07:00 PM
Department: City Council
Category: Resolution
Prepared By: Lori Obermoeller
Department Head: Lori Obermoeller

RESOLUTION

Resolution No. 1300 - a Resolution Authorizing the City to Enter an Agreement with Multi-Bank Securities, Inc. as Broker-Dealer for the City's Investments & Pershing LLC as the City's Securities Safekeeping Agent.

Staff recommends entering into an agreement with Multi-Bank Securities, Inc. as broker-dealer for the city's investments.

RESOLUTION NO. 1300

A RESOLUTION AUTHORIZING THE CITY TO ENTER AN AGREEMENT WITH MULTI-BANK SECURITIES, INC. AS BROKER-DEALER FOR THE CITY'S INVESTMENTS & PERSHING LLC AS THE CITY'S SECURITIES SAFEKEEPING AGENT

WHEREAS, Multi-Bank Securities, Inc. is an independent broker-dealer licensed in all 50 states that has the knowledge and experience to guide the City in making the best investment decisions per the City's investment policy;

WHEREAS, Multi-Bank Securities does not charge any direct fees;

WHEREAS, Multi-Bank Securities provides free software for all searching, purchasing and reporting needs through eConnectDirect;

WHEREAS, Multi-Bank Securities provides free Safekeeping through Pershing LLC, which is a subsidiary of BNY Mellon;

NOW, THEREFORE BE IT RESOLVED by the City Council of the city of Creve Coeur, Missouri that:

SECTION 1. The Contract between **Multi-Bank Securities, Inc.** and the City, attached hereto as "Exhibit A," 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 10th day of July 2017.

_____
Barry Glantz
Mayor

ATTEST:

_____
Deborah Ryan, MPCC
City Clerk

Proudly Veteran-Owned!

eConnectDirect®

User Agreement

Primary Point of Contact

Account Manager • Jon Jury • jjury@mbssecurities.com • (888) 537-3595

Senior Vice President • Tim Peacock • tpeacock@mbssecurities.com • (800) 967-9041

Powered by

MBS MULTI-BANK SECURITIES, INC.

(800) 967-9052 • support@eConnectDirect.com • www.eConnectDirect.com

Please send all correspondence to Corporate Headquarters:

Multi-Bank Securities, Inc. • 1000 Town Center, Suite 2300 • Southfield, MI 48075 • www.mbssecurities.com

For institutional investors only, not intended for the investing public. Copyright © 2017, Multi-Bank Securities, Inc.
Member of FINRA & SIPC. MSRB Registered. eConnectDirect is a registered trademark of Multi-Bank Securities, Inc. All rights reserved.
eCD User Agreement.pdf Rev 05.17

TAX ID 43-6005772

MBS MULTI-BANK SECURITIES, INC.® eConnectDirect®

LICENSING AGREEMENT

This Agreement is between:

Multi-Bank Securities, Inc. (MBS)
1000 Town Center, Suite 2300
Southfield, Michigan 48075

and

City of Creve Coeur
Account Holder

300 N New Ballas Road
Street Address

Saint Louis, MO 63141
City, State, Zip

This contract governs your use of services, ability to post deposit rates, and access to inventory offered by eConnectDirect®, a registered trademark of Multi-Bank Securities, Inc. ("MBS") and related commerce, products and services corresponding to your access to eConnectDirect.com. You may need to execute additional agreements or provide MBS account numbers if you request additional Opt-In Services in conjunction with your unique eConnectDirect Username and Password. "Opt-In Services" refers to additional trading functionality and supportive services provided through eConnectDirect or MBS.

The terms "MBS," "we," "us" and "our" refer to Multi-Bank Securities, Inc. The terms "Subscriber," "you" and "your" refer to the undersigned Account Holder and additional users identified in Schedule A. The term "eConnectDirect CD" (also known as "Physical CD" or "Listing Service" Deposits) refers to CDs which are transacted directly between the issuing institution and investing entity through eConnectDirect. The term "Securities" generally refers to all other assets purchased or viewed on eConnectDirect that are NOT eConnectDirect CDs. All Securities (e.g., Bonds, DTC-Eligible CDs) will have a corresponding CUSIP number and funds will be settled into a user-selected Securities account (Cash or Delivery Versus Payment "DVP"). If your preferred safekeeping agent is something other than a Pershing LLC account, originated through MBS, delivery and settlement instructions ("DVP Instructions") must be provided prior to gaining access to security's inventory monitors.

User Access Start Date

Start Date: 07 / 11 / 2017

Your user access and all other rights under this eConnectDirect Licensing Agreement will commence on the "Start Date" listed above if we have received from you a signed copy of this agreement and a complete set of all duly executed settlement documents required to purchase or issue a CD or security.

Modification/Cancellation

MBS reserves the right to:

- Modify or cancel any feature of eConnectDirect at any time.
- Discontinue user access at any time for any reason, without penalty, with 30 days written notice, or
- Immediately suspend user access at any time as provided below.

Subscriber reserves the right to:

- Discontinue any or all eConnectDirect services at any time for any reason, without penalty, by providing written notice to MBS.

All changes to the terms, conditions, fees, representations and warranties related to this agreement will be distributed in writing for signature, email consent or online confirmation. If at any time you find these terms unacceptable and do not agree with them, you can let us know that you would like to discontinue your user access without penalty.

MBS MULTI-BANK SECURITIES, INC.® eConnectDirect®

ACCOUNT ADMINISTRATION:

The Account Administrator is responsible for maintaining the account profile and approving/assigning additional users and account access. The additional users need to be identified on Schedule A – Authorized User List. All users will be assigned a unique Username and Password and will be required to acknowledge and accept the terms, conditions and licensing agreement pertaining to the use of eConnectDirect upon initial login.

Account Administrator
Name: Mark Perkins
Title: City Administrator
Phone: 314-872-2519
Email: mperkins@crevecoeurmo.gov

Secondary Contact
Name: Lori Obermoeller
Title: Finance Director
Phone: 314-872-2515
Email: lobermoeller@crevecoeurmo.gov

Licensing/User Fees:

Any applicable licensing fees will be disclosed per Schedule B – Licensing Fee Schedule of this agreement and will be billed annually, payable on the anniversary of the user access start date and are NON-REFUNDABLE. You will not be liable for any increase in licensing fees or new fees related to your access to eConnectDirect unless you agree to such change in writing or other authenticated means.

MBS is not responsible for any fees incurred or charged in relationship to an eConnectDirect CD transaction by the issuing bank, settlement/wire fees, safekeeping charges by your securities' custodian or any other fees related to the purchase, issuance, settlement, or safekeeping of products offered through eConnectDirect. You are responsible for all such fees. Any applicable fees or selling concessions related to the issuance of DTC-eligible CDs are disclosed at the time of trade and per the terms of an executed terms agreement and related Brokerage Agreement.

Account Classification and User Access: Additional documentation may need to be submitted depending on your user access request(s).

Institution Classification City

User Access

☑ Investor
- ☑ Securities
- ☐ Listing Service Deposits (eConnectDirect CDs) (Exhibit C Required)

☐ Issuer
- ☐ DTC-Eligible CDs (Brokerage Agreement Required)
- ☐ Listing Service Offerings (eConnectDirect CDs) (Exhibit C Required)

☑ Securities Safekeeping Agent
- ☑ Pershing LLC (Only to be Used if Originated by Multi-Bank Securities, Inc.)
- ☐ DVP (Delivery Versus Payment) (Delivery Instructions Required)

Proprietary Rights in the eConnectDirect Software and Database:

Restrictions on Use: SUBSCRIBER AGREES THAT IT WILL NOT PERMIT ANY OTHER PERSON INCLUDING, BUT NOT LIMITED TO, ANY INSTITUTION, BROKER OR BUSINESS OF ANY TYPE, ACCESS TO THE SOFTWARE AND DATABASE.

License Limitations:

This eConnectDirect Licensing Agreement allows access to eConnectDirect using a computer and/or web access by a user from any approved browser. Subscriber agrees not to modify, adapt or translate, disassemble, decompile, reverse engineer or otherwise attempt to discover the source code of the software. Subscriber further agrees not to sublicense, assign, transfer, distribute, pledge, lease, rent or share any rights under this license except with prior written permission from MBS.

Transaction Settlements:

Subscriber agrees to pay for, settle on, deliver or make whole on any approved transaction(s) processed through eConnectDirect or MBS. Failure to pay for a purchase, delivery on a sell or settle on an approved and accepted CD issuance, may result in an IMMEDIATE suspension or cancellation of this user agreement.

Immediate Suspension:

MBS may immediately suspend user access and all rights under this agreement if MBS has not received payment of the applicable License Fee within 30 days of invoice or MBS believes the Subscriber has or may violate MBS's proprietary rights or has or may breach any other provision of this agreement.

Warranty Disclaimer/Liability:

MBS makes no warranty of any kind, express or implied, regarding the timeliness, sequence, accuracy or completeness of data provided on eConnectDirect. MBS will not be liable for any damages whatsoever, whether direct, indirect, general, special, compensatory, consequential and/or incidental, arising out of or relating to your use of eConnectDirect.

City of Creve Coeur	Multi-Bank Securities, Inc.
Account Holder	Company
Signature	Signature
Mark Perkins	Tim Peacock
Name	Name
City Administrator	Senior Vice President
Title	Title

MBS MULTI-BANK SECURITIES, INC.® eConnectDirect®

SCHEDULES, EXHIBITS & SUPPORTING DOCUMENTS

SCHEDULE A: AUTHORIZED USERS** (NOTE: The Administrator must be listed.)

NAME	TITLE	PHONE	EMAIL
Mark Perkins	City Administrator	314-872-2519	mperkins@crevecoeurmo.gov
Lori Obermoeller	Finance Director	314-872-2515	lobermoeller@crevecoeurmo.gov
Debbie Loso	Finance Manager	314-274-2107	dloso@crevecoeurmo.gov

**Permissions, notifications and account access are set and maintained by the administrator upon login. Securities trading authorization is only permitted to those approved by the account administrator and in confirmation with a submitted resolution of authorized signers.

SCHEDULE B: LICENSING FEE(S)

Applicable licensing fees will apply.

ALL FEES ARE PAYABLE WITHIN 30 DAYS OF INVOICE AND ARE NON-REFUNDABLE:

eConnectDirect Account Access (Including Securities): $ 0 per year

eConnectDirect CD Listing Services: $ Waived per year

Special Notes/Instructions:

MBS MULTI-BANK SECURITIES, INC.® eConnectDirect®

INSTITUTIONAL SUITABILITY CERTIFICATE
FINRA RULE 2111

AFFIRMATIVE INDICATION BY INSTITUTION – EXERCISING INDEPENDENT JUDGMENT

In connection with any recommended transaction or investment strategy by a registered broker-dealer, the undersigned acknowledges on behalf of the Institution named below that:

1. It is an "Institutional Account" as defined in FINRA Rule 4512(c);

   PLEASE CHECK THE APPROPRIATE BOX BELOW

   ☐ (1) A credit union with total assets of $50 million or more (or any other entity with total assets in excess of $50 million). If a credit union (or any other entity) has total assets LESS THAN $50 million, check Box 4 and provide your most recent Investment Policy;

   ☐ (2) A bank, savings and loan association, insurance company or registered investment company;

   ☐ (3) An investment adviser registered either with the SEC under Section 203 of the Investment Advisers Act or with a state securities commission (or any agency or office performing like functions);

   ☑ (4) MBS will determine suitability (Please provide your most recent Investment Policy).

2. It (1) is capable of evaluating investment risks independently, both in general and with regard to all transactions and investment strategies involving a security or securities; and (2) will exercise independent judgment in evaluating the recommendations of any broker-dealer or its associated persons, unless it has otherwise notified the broker-dealer in writing;
3. MBS will be notified by the Institutional Account if anything in this Certificate ceases to be true;
4. He or she is authorized to sign on behalf of the Institutional Account named below.

By signing this Certificate, the undersigned affirms that the above statements are accurate but does not waive any rights afforded under U.S. federal or state securities laws, including without limitation, any rights under Section 10(b) of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated there under.

This Certificate shall apply with respect to all recommended transactions and investment strategies involving securities that are entered into by the Institutional Account named in this Certificate, whether for the account(s) of such Institutional Account or for the account of any beneficial owner that has delegated decision making authority to such Institutional Account.

City of Creve Coeur Institutional Account Name	Signature of Authorized Signatory
300 N New Ballas Road Address	Name of Authorized Signatory
Saint Louis, MO 63141 City, State, ZIP	Title of Authorized Signatory
43-6005772 U.S. Tax ID/EIN (If applicable)	Date
mperkins@crevecoeurmo.gov Email Address	314-872-2519 Phone

Address 1000 Town Center, Suite 2300, Southfield, Michigan 48075 | 2400 East Commercial Boulevard, Suite 812, Ft. Lauderdale, Florida 33308

Phone (800) 967-9045, (248) 291-1100 | (800) 967-9045, (954) 351-6930

Fax (248) 291-1101 | (954) 351-9197

www.mbssecurities.com

Member of FINRA & SIPC; MSRB Registered.

Proudly Veteran-Owned!

City of Creve Coeur

Authorized Signers (Exhibit 1)

I HEREBY CERTIFY that a meeting of the Board of Directors (or other authorizing body) of City of Creve Coeur a City organized under the laws of the State of [redacted] (Investor), which at said meeting a quorum was present and acting throughout, the following preamble and resolutions were adopted and have been and now are in full force and effect. **WHEREAS** City of Creve Coeur is duly authorized and permitted by its Charter, Bylaws and/or investment policies to:

1. Engage in cash settlement transactions for the purchase of physical certificates of deposit(s) (CDs) purchased through eConnectDirect or through any introducing agent.
2. Engage in cash settlement transactions in the form of CDs held in safekeeping at federally insured financial institutions.
3. Engage in cash or DVP (delivery versus payment) settlement transactions in securities including, but not limited to debt instruments, bond debentures, notes and CDs; and other fixed-income securities, including but not limited to U.S. government agency bonds, corporate bonds, municipal bonds, mortgage-backed securities, collateralized mortgage obligations and Treasury bonds, notes and bills.
4. Receive on behalf of the Investor, or deliver to the Investor or a designated third party, monies, bonds or other securities.
5. Sell, assign or endorse for transfer bonds or other securities registered in the name of the Investor.
6. Establish and maintain safekeeping accounts with Fedwire and ACH privileges from which account funds are directly spent, and the responsibility for which is entirely that of the Investor. Said privileges will be limited to the persons designated by the Investor. Each designated person can independently perform the prescribed privileges.

NAME	TITLE	SIGNATURE
Mark Perkins	City Administrator	
Lori Obermoeller	Finance Director	

THEREFORE BE IT RESOLVED that City of Creve Coeur can open an account or accounts in its name with a safekeeping agent, introducing broker, or federally insured financial institution offering CD rates through eConnectDirect or through any introducing agent and that the persons named above, or their successors in office, may, on behalf of the Investor or any one of them acting individually, be and they are hereby authorized to (1) give or submit orders in said account(s) for the purchase, sale or other disposition of CDs, bonds and other securities listed on eConnectDirect or offered by any introducing broker; (2) make, execute, deliver or submit directly or through the services of eConnectDirect any and all written endorsements and documents necessary to effectuate closure or the disbursements of funds of or from the Investor account; (3) may at any time while the account is open modify, amend, submit or enter into any other arrangement with the safekeeping agent of its CD or securities. This authorization to each of said officers is to remain in full force and effect until other written notice of revocation is submitted to the safekeeping agent(s) and MBS.

I FURTHER CERTIFY that the signatures of the officers (or others) identified above are authorized by the foregoing resolution to act for City of Creve Coeur.

Debbie Ryan	City Clerk	
Name	Title	Signature

IN WITNESS this _____ day of _____, 20_____.

Sharon Stott	
Name	Signature

I hereby certify that I am authorized to be the sole signing officer

	Mark Perkins
Signature	Name (Print)

MBS MULTI-BANK SECURITIES, INC.®

Municipal Advisor and Broker Dealer Consent Form

In response to the NEW Municipal Advisor Rule from The Securities Exchange Commission (Section 15B), Multi-Bank Securities, Inc. ("MBS") is informing you of the new rule, that we have registered with the SEC and the MSRB as a "municipal advisor" , and that we may act in the capacity of a Broker-Dealer as well as a municipal advisor. MBS currently provides suitable recommendations tailored to meet the requirements of our customers' investment policies. MBS will continue to serve our customers' investment needs as a Broker-Dealer.

If the MBS account is used for the purpose of investing bond proceeds from a debt issuance:

1. **MBS will act in the capacity of a municipal advisor and continue to operate as a Broker-Dealer conducting securities transactions with your written permission.**
2. **MBS intends to earn a profit from transactions in the form of a mark-up or mark-down which is included in the offer or bid price of the security; securities you purchase may come from MBS inventory and/or MBS may act in a principal capacity for your securities transaction(s).**
3. **If you are relying upon the advice of any other entity with respect to the investment of your bond proceeds, please provide MBS with the name of this Independently Registered Municipal Advisor ("IRMA")**

   IRMA:_____

CERTIFICATION OF CONSENT:

We consent to Multi-Bank Securities, Inc. operating as a Broker-Dealer when we disclose that we are relying upon advice from an IRMA. We acknowledge that when no IRMA exists certain conflicts disclosed above are unavoidable and must be consented to in writing in order to allow Multi-Bank Securities, Inc. to conduct securities transactions as a municipal advisor. We understand these conflicts of interest, reserve the right to seek the advice from an IRMA, and consent to have Multi-Bank Securities, Inc. act as both our Broker-Dealer and/or municipal advisor

We ask that you take a minute to acknowledge the statement below by signing and sending it back to MBS. It can be sent via fax to 248-291-1101 or to compliance@mbssecurities.com.

Mark Perkins
(PRINT NAME)

(DATE)

City Administrator
(TITLE)

(SIGNATURE OF AUTHORIZED INDIVIDUAL)

CASH ACCOUNT APPLICATION

I (We) would like to open a brokerage account with Multi-Bank Securities, Inc. to be carried by Pershing.
ACCOUNT INFORMATION (NOTE: ALL INFORMATION MUST BE COMPLETED.) PLEASE TYPE OR PRINT

MBS MULTI-BANK SECURITIES, INC.®

Account Information

ACCOUNT NAME			SOC. SEC.OR TAX I.D. NO
City of Creve Coeur			43-6005772
BUSINESS ADDRESS	**CITY**	**STATE**	**ZIP**
300 N New Ballas Rd	Saint Louis	MO	63141

ATTENTION: Lori Obermoeller

BUSINESS PHONE	MAIL TO (Check one)	U.S. ENTITY
314-872-2519	☒ Business	☒ Yes
FAX: 314-872-2539	☐ Mailing	☐ No
	☐ P.O. Box	

MAILING ADDRESS (If different than Business Address)	CITY	STATE	ZIP

ATTENTION

HAVE YOU GRANTED TRADING AUTHORIZATION TO ANOTHER PARTY?

☐ Yes ☒ No If Yes, Request Trading Authorization Form and provide name of agent

Bank or Brokerage Reference

NAME OF FIRM	BRANCH AND ACCOUNT NUMBER
Busey Bank	Creve Coeur #670000085

Account Type

☒ CASH *(Customer Agreement on reverse side of this application)* ☐ MARGIN *(Request Margin and truth in Lending Agreements)*

☐ LLC ☐ Trust *(Trustee Certification Required)*
☐ Partnership ☐ Corporation *(Request Form)*
☐ Option ☒ Other *(Specify)* Municipality

Investment Profile

INVESTMENT OBJECTIVE

☒ **Income:** An investment approach in which an investor generally seeks current income over time.
☐ **Long-Term Growth:** An investment approach in which an investor generally seeks capital appreciation through buying and holding securities over an extended period of time.
☐ **Short-Term Growth:** An investment approach in which an investor generally seeks short-term capital gains through buying and selling securities over a short period of time.

RISK TOLERANCE

☒ Low
☐ Medium
☐ High

Service Instructions

WHEN SECURITIES ARE SOLD:
☐ Hold Proceeds ☒ Send Proceeds

WHEN SECURITIES ARE PURCHASED, THEY WILL BE HELD IN FIRM NAME

DIVIDENDS:
☐ Hold ☐ Send

CONTACT YOUR BROKER FOR FREQUENCY OF "SEND"

Municipal Bond Offerings

Official Statements: Municipal bond offering official statements are available electronically at: http://www.emma.msrb.org/
Are you interested in hard copy delivery of Municipal Bond Official Statements for this account? ☐ Yes ☒ No

Taxpayer Certification

TAXPAYER CERTIFICATION: Under penalties of perjury, I certify that:
☒ (1) the number shown on this form in Section III is my correct Social Security Number or Taxpayer Identification Number (or I am waiting for a number to be issued to me);
☒ (2) I am not subject to backup withholding because (a) I am exempt from backup withholding or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
☒ (3) I am a U.S. citizen or other U.S. person (defined below).

CERTIFICATION INSTRUCTIONS: **You must check Item 2 above** if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. If you are an exempt payee (if you are unsure, ask us for a complete set of IRS instructions), write the words "Exempt Payee" here: Exempt Payee

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are: (a) An individual who is a U.S. citizen or U.S. resident alien, (b) A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, (c) An estate (other than a foreign estate), or (d) A domestic trust (as defined in Regulations section 301.7701-7).
The signature provided below is that of the primary account holder.

Signature: _____ Date: _____

Signatures

BY SIGNING THIS APPLICATION, I (WE) ACKNOWLEDGE THE FOLLOWING: (1) THAT, IN ACCORDANCE WITH PARAGRAPH #8 OF THE CUSTOMER AGREEMENT, I (WE) AGREE IN ADVANCE TO ARBITRATE ANY CONTROVERSIES WHICH MAY ARISE WITH EACH OR BOTH OF US, (2) RECEIPT OF A COPY OF THE CUSTOMER AGREEMENT ON THE REVERSE SIDE OF THIS APPLICATION AND (3) THE INFORMATION PROVIDED ABOVE IS ACCURATE AND CORRECT.

SIGNATURE	DATE
▷	

For Office Use Only

ACCOUNT NO.	INTRODUCING REP. SIGNATURE	REP. NO.	DATE

VERIFIED	BRANCH MGR. APPROVAL	DATE
☐ Yes ☐ No		

CUSTOMER ACCOUNT AGREEMENT

TO: Multi-Bank Securities (My Broker), and Pershing LLC (Pershing)

Pershing will be responsible for the following; (1) receiving and delivering customer funds and securities; (2) safekeeping customer funds and securities using **ordinary care** (while they are in Pershing's possession or control) in, which, for purposes of this document, ordinary care means the degree of care, which an ordinarily prudent and competent person engaged in the same line of business or endeavor should exercise under similar circumstances in accordance with the rules and regulations of the Securities and Exchange Commission and The Financial Industry Regulatory Authority and segregating such funds and securities as required by applicable law (3) preparing and transmitting to the customer confirmation of trades; and (4) preparing and transmitting to the customer account statements.

1. The client executing this Agreement agrees as follows with respect to the Account I have established with you for the purchase, sale or carrying of securities or contracts relating thereto and/or the borrowing of funds.
2. All transactions for my Account shall be subject to the constitution, rules, regulations, customs and usages of the exchange or market (and Pershing, if any) where executed.
3. The client executing this Agreement agrees that, in giving orders to sell, all "short" sale orders will be designated as "short," and all "long" sale orders will be designated as "long," and that the designation of a sell order as "long" is a representation on my part that I own the security, and if the security is not in your possession or if it is then impracticable to deliver the security to you forthwith, that I will deliver it as soon as possible.
4. Reports of the execution of orders and statements of my account shall be conclusive if not objected to within five days and ten days, respectively, after transmittal to me by mail or otherwise.
5. At any time and from time to time you may, at your discretion, without notice to me, apply and/or transfer any securities, commodities, contracts relating thereto, or any other property or equity therein, interchangeably between any of my accounts, whether individual or joint and from any of my accounts to any account guaranteed by me.
6. In consideration of your carrying my account with a Post Office Box Address, or your sending any mail to me in care of a third party, I hereby agree that "all correspondence of any nature whatsoever" sent to me in such address will have the same force and effect as if it had been delivered to me personally. I have listed my permanent address on the New Account Application.
7. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.
8. **This agreement contains a pre-dispute arbitration clause. By signing an arbitration agreement the parties agree as follows:**
   a. **All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.**
   b. **Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.**
   c. **The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.**
   d. **The arbitrators do not have to explain the reason(s) for their award.**
   e. **The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.**
   f. **The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases a claim that is ineligible for arbitration may be brought in court.**
   g. **The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement. The undersigned agrees, and by carrying and/or introducing an account of the undersigned you agree, that all controversies which may arise between us, including but not limited to those involving any transaction or the construction, performance, or breach of this or any other agreement between us, whether entered into prior, on or subsequent to the date hereof, shall be determined by arbitration. Any arbitration under this agreement shall be conducted before the New the Financial Industry Regulatory Authority. ("FINRA"), and in accordance with its rules then in force. I may elect in the first instance whether arbitration shall be conducted before FINRA, but if I fail to make such election, by registered letter or telegram addressed to you at your main office, before the expiration of five days after receipt of a written request from you to make such election, then you may make such election. Judgment upon the award of arbitrators may be entered in any court, state or federal, having jurisdiction. Class-action matters are excluded from arbitration proceedings conducted by the FINRA. Therefore, it is further agreed that the parties to this agreement shall not bring a putative or certified class-action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class-action; or who is member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.**
9. Investment Objective Definitions: **Capital Preservation** - a conservative investment strategy characterized by a desire to avoid risk of loss; **Income** - strategy focused on current income rather than capital appreciation; **Growth** - investing in stocks with strong earnings and/or revenue growth or potential; **Speculation** - taking larger risks, usually by frequent trading, with hope of higher than-average gain. All strategies involve various types and levels of risk, the most common of which are market, credit, inflation, business and interest rate.
10. This Agreement and its terms shall be binding upon Client's successors, administrators, liquidator, receiver, trustee, assignee, custodian, conservator or other similar official ("successors"). In the event of Client's insolvency or bankruptcy whether or not any successors of its assets shall have qualified or been appointed, until Pershing and My Broker has written notice of Client's insolvency or bankruptcy Pershing and My Broker may continue to operate as though Client were solvent and not bankrupt and Pershing and My Broker may liquidate its Account WITHOUT PRIOR WRITTEN NOTICE TO OR DEMAND upon its successors. This Agreement shall inure to the benefit of Pershing's and My Broker's successors and assigns, whether by merger, consolidation or otherwise (and Pershing and My Broker may transfer Client's Account and this Agreement to any such successors and assigns)
    WITHOUT NOTICE. Client may not assign its rights or delegate duties under this Agreement without Pershing's and My Broker's consent.

MBS MULTI-BANK SECURITIES, INC.®

ACH AUTHORIZATION AGREEMENT (Institutional)

Please complete the following and return to Multi-Bank Securities, Inc. to begin the electronic transfer of funds between your brokerage account and your bank account. You may begin depositing funds into your brokerage account from your bank account, or send payments to your bank account from your brokerage account. All transactions are processed through the Automated Clearing House (ACH) system.

I. ACCOUNT INFORMATION

ACCOUNT TITLE: City of Creve Coeur

ACCOUNT NUMBER: R M B –

II. BANK ACCOUNT INFORMATION

ABA NUMBER: 071102568 DDA NUMBER: 670000085

BANK NAME: Busey Bank CITY: Creve Coeur STATE: MO ZIP: 63141

ACCOUNT TYPE: ☑ CHECKING ☐ SAVINGS

I hereby authorize Pershing LLC, to initiate credit/debit entries to the bank account indicated above and further authorize my bank to debit the same to such account.

This authority is to remain in full force and effect until Pershing has received written notification from me of its termination in such time and in such manner as to afford Pershing and my bank a reasonable opportunity to act on it. It is understood that if the systematic reinvestment system is selected, the purpose of this authorization is to provide a means of payment for purchases of securities through my investment professional or financial organization.

Please accept this form as verification that the registered name at Busey Bank (Institution) has an account with the above registration and account information for debiting or crediting into the bank account.

(Must be signed by an authorized member of your firm whose signature is also on your submitted Corporate/Non-Corporate Resolution)

AUTHORIZED SIGNER

NAME: Mark Perkins

SIGNATURE: _____

DATE: _____

PLEASE SELECT YOUR ACH OPTIONS

ACH OPTIONS

☑ **ON-DEMAND** (Default setting for all accounts) This selection sets up an ACH profile that allows Multi-Bank Securities, Inc. to initiate an ACH transfer for any available cash in the customer's security account. Both income (dividends and interest) and principal (redemptions) can be included in these transfers.

_____ ☑ Allow Multi-Bank Securities, Inc. **to debit your bank account at your request** to cover settlements.
(INTIALS)

☑ **PERIODIC INCOME** This selection sets up an ACH profile that will transfer funds that are the result of dividend and interest payments on a periodic basis. Funds that are the result of principal redemptions (maturities, calls, sales) are not included in these automated transfers. Periodic options are:

☐ SEMI-MONTHLY ☑ MONTHLY ☐ BI-MONTHLY ☐ QUARTERLY ☐ SEMI-ANNUALLY ☐ ANNUALLY

Monthly transfers are based on the calendar day. Although there is no option for 'last day of the month', you can arrange with your account representative to sweep the account "on-demand" at any preferred interval or time of month.

Please select a starting date (allow 5 business days for processing): _____ (mm/dd/yyyy)

For corporate accounts, a corporate resolution displaying the corporate stamp, and a letter from the corporation authorizing the specific transactions for which you are permitted to debit and credit the bank account, must accompany this authorization.

Pershing LLC, a subsidiary of The Bank of New York Mellon Corporation.
Member FINRA, NYSE, SIPC. Trademark(s) belong to their respective owners

Multi-Bank Securities, Inc.®
Member of FINRA & SIPC; MSRB

MBS MULTI-BANK SECURITIES, INC.®

ACH AUTHORIZATION AGREEMENT (Institutional)

Please complete the following and return to Multi-Bank Securities, Inc. to begin the electronic transfer of funds between your brokerage account and your bank account. You may begin depositing funds into your brokerage account from your bank account, or send payments to your bank account from your brokerage account. All transactions are processed through the Automated Clearing House (ACH) system.

I. ACCOUNT INFORMATION

ACCOUNT TITLE: City of Creve Coeur

ACCOUNT NUMBER: R M B –

II. BANK ACCOUNT INFORMATION

ABA NUMBER: 071102568 DDA NUMBER: 670000130

BANK NAME: Busey Bank CITY: Creve Coeur STATE: MO ZIP: 63141

ACCOUNT TYPE: ☑ CHECKING ☐ SAVINGS

I hereby authorize Pershing LLC, to initiate credit/debit entries to the bank account indicated above and further authorize my bank to debit the same to such account.

This authority is to remain in full force and effect until Pershing has received written notification from me of its termination in such time and in such manner as to afford Pershing and my bank a reasonable opportunity to act on it. It is understood that if the systematic reinvestment system is selected, the purpose of this authorization is to provide a means of payment for purchases of securities through my investment professional or financial organization.

Please accept this form as verification that the registered name at Busey Bank (Institution) has an account with the above registration and account information for debiting or crediting into the bank account.

(Must be signed by an authorized member of your firm whose signature is also on your submitted Corporate/Non-Corporate Resolution)

AUTHORIZED SIGNER

NAME: Mark Perkins

SIGNATURE: _____

DATE: _____

PLEASE SELECT YOUR ACH OPTIONS

ACH OPTIONS

☑ ON-DEMAND (Default setting for all accounts) This selection sets up an ACH profile that allows Multi-Bank Securities, Inc. to initiate an ACH transfer for any available cash in the customer's security account. Both income (dividends and interest) and principal (redemptions) can be included in these transfers.

_____ (INITIALS) ☑ Allow Multi-Bank Securities, Inc. **to debit your bank account at your request** to cover settlements.

☐ PERIODIC INCOME This selection sets up an ACH profile that will transfer funds that are the result of dividend and interest payments on a periodic basis. Funds that are the result of principal redemptions (maturities, calls, sales) are not included in these automated transfers. Periodic options are:

☐ SEMI-MONTHLY ☐ MONTHLY ☐ BI-MONTHLY ☐ QUARTERLY ☐ SEMI-ANNUALLY ☐ ANNUALLY

Monthly transfers are based on the calendar day. Although there is no option for 'last day of the month', you can arrange with your account representative to sweep the account "on-demand" at any preferred interval or time of month.

Please select a starting date (allow 5 business days for processing): _____ (mm/dd/yyyy)

For corporate accounts, a corporate resolution displaying the corporate stamp, and a letter from the corporation authorizing the specific transactions for which you are permitted to debit and credit the bank account, must accompany this authorization.

Pershing LLC, a subsidiary of The Bank of New York Mellon Corporation.
Member FINRA, NYSE, SIPC. Trademark(s) belong to their respective owners

Multi-Bank Securities, Inc.®
Member of FINRA & SIPC; MSRB

MEMORANDUM

DATE: July 3, 2017

TO: Mark Perkins, City Administrator

FROM: Lori Obermoeller, Director of Finance

SUBJECT: Authorized Investment Broker-Dealer & Safekeeping Agent

Currently, the City is investing in multiple forms of investments with each being housed with multiple institutions. Per the City's investment policy, the primary objectives of investment activities, in priority order, shall be safety, liquidity and then yield. The objective is to mitigate credit risk and interest rate risk. Therefore, diversifying the City's asset portfolio is very important, as well as structuring it so securities mature to meet cash requirements while then obtaining the best return on investments.

Because of the constantly changing securities market and the need to keep up with the changes, it is difficult and time-consuming to manage the City's investment portfolio in an efficient and effective manner that also provides the best financial results for the City. Utilizing an institutional broker-dealer who focuses exclusively on securities and who has the knowledge of all available products, as well as an understanding of the broader forces influencing financial markets, will allow me to maximize the City's return while also maintaining safety and liquidity. Multi-Bank Securities (MBS) is an independent broker-dealer licensed in all 50 states. They are not tied to any other company's investments or funding products so they can give us their unbiased perspective. There are currently 18 cities or counties in Missouri that use Multi-Bank Securities.

Using MBS as a broker-dealer will allow the City to receive the benefit of consolidated monitoring and reporting on all of the City's investments, even if the City purchases securities from other broker-dealers. MBS has created a robust online investment system called eConnectDirect that will allow the City to search, compare, transact and manage its investments while ensuring transparency, enhanced controls and excellent pricing. The software allows the City to run all necessary reports at no additional costs which will eliminate the need for the City's current reporting system called Tracker ($2,820). eConnectDirect will provide exceptional results and help the City be better stewards of taxpayer resources.

MBS also offers free safekeeping at Pershing LLC, which is a subsidiary of BNY Mellon. As required by law, Pershing segregates investor assets and are audited annually by KPMG, LLC.

MBS account executives have the knowledge and experience to provide counsel and education in order for me to make the best investment decisions in a more timely and efficient manner, which will then allow me to focus more time on other financial matters. MBS provides access to some of the best prices and interest rates available at any given time. I worked with MBS at the City of Hazelwood, so I have past experience with the firm. Most of my investments have been through their Certificate of Deposits

Program which promotes safety and reliability and meets the City's yield and policy requirements, but they offer lots of safe investment alternatives that also follow the City's investment policy. Their competitive yields and ease of accounting and reporting has far exceeded my expectations, and I highly encourage the City to enter into an agreement with Multi-Bank Services to operate as broker-dealer for the City and allow Pershing LLC to serve as the Securities Safekeeping agent.

I would be pleased to answer any questions.

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

SCHEDULED

Meeting: 07/10/17 07:00 PM
Department: City Council
Category: Resolution
Prepared By: Lori Obermoeller
Department Head: Lori Obermoeller

RESOLUTION

Resolution No. 1301 - a Resolution Authorizing the City to Enter an Agreement with Us Bank to Add the Director of Finance on the Investment Accounts.

Resolution to add the new Finance Director to the US Bank agreement.

RESOLUTION No. 1301

A RESOLUTION AUTHORIZING THE CITY TO ENTER AN AGREEMENT WITH US BANK TO ADD THE DIRECTOR OF FINANCE ON THE INVESTMENT ACCOUNTS

WHEREAS, US Bank currently holds most of the City's investment funds,

WHEREAS, the City of Creve Coeur hired a new Director of Finance on June 19, 2017 causing all banking agreements to need updating by removing the previous Director of Finance and adding the new Director of Finance Lori Obermoeller;

NOW, THEREFORE BE IT RESOLVED by the City Council of the city of Creve Coeur, Missouri that:

SECTION 1. The Contract between **US Bank** and the City, attached hereto as "Exhibit A," 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 10th day of July 2017.

_____
Barry Glantz
Mayor

ATTEST:

_____
Deborah Ryan, MPCC
City Clerk

Master Services Agreement 1

Contract Signer(s) Change

Customer Information

Customer Name: The City of Creve Coeur

Contract Signer Changes Related to the Original MSA Dated:

Tax Identification Number on Current MSA 43-6005772

The undersigned Contract Signer certifies that, based on his or her review of Customer's books and records, Customer has full power and lawful authority to make this change to the Contract Signer(s) and to confer the powers herein granted to the persons named, and that the undersigned Contract Signer has full power and authority to exercise the same.

The undersigned Contract Signer further certifies that the newly appointed Contract Signers have been duly elected to and now hold the offices of Customer set opposite their respective names, and the signatures appearing opposite their names are the authentic, official signatures of the said Contract Signer.

Add Contract Signer (s)

Print Contract Signer Name	Print Contract Signer Title	Contract Signer Signature
Lori Obermoeller		
Deborah Loso		

Delete Contract Signer (s)

Delete Contract Signer Name:
Daniel Smith

Existing Contract Signer(s) other than those new Contract Signers listed above (list name(s) only, no specimen signatures are needed)

Mark Perkins		
Sharon Stott		

Contract Signer Signature _____ Date:

Print Name: Mark Perkins

Print Title: City Administrator

CTN:

For Internal Use Only:

Review_____ Validation Method _____ TL Review_____ Imaged_____

Appendix B-1

Change in Authorized Treasury Management Signer(s)

Customer Information

Customer Name: The City of Creve Coeur

Tax Identification Number: 43-6005772

Authorized Treasury Management Signers:

Add Authorized Treasury Management Signer(s):

Name	Title	Specimen Signature
Lori Obermoeller	Director of Finance	
Deborah Loso	Finance Manager	

Delete Authorized Treasury Management Signer(s) (list name(s) only):

Daniel Smith		

Existing Authorized Treasury Management Signer(s) other than those new Authorized Treasury Management signers listed above (list name(s) only, no specimen signatures are needed)

Mark Perkins	City Administrator	
Sharon Stott	Assistant to the Coty Administrator	

The Contract Signer listed below further represents and warrants to the Bank that the signatures listed above are the true and authentic signatures of the Authorized Treasury Management Signer(s) and that Customer has taken all action required by its organizational documents to appoint the Authorized Treasury Management Signer(s). This Appendix B-1 becomes effective only after U.S. Bank receives and has time to modify its records to reflect the changes noted herein.

Contract Signer Signature: _____ Print Title: City Administrator

Print Name: Mark Perkins Date: _____

For Internal Use Only:

Authorized Signers are related to the Master Services Agreement dated: _____

Review_____ Validation Method _____ TL Review_____ Imaged_____

MEMORANDUM

DATE: July 3, 2017

TO: Mark Perkins, City Administrator

FROM: Lori Obermoeller, Director of Finance

SUBJECT: US Bank as City's Investment Account

The City currently uses US Bank as the account holder of the City's investments. Due to hiring the new Director of Finance Lori Obermoeller, the City must sign new authorized user agreements to add Lori.

Therefore, staff recommends City Council authorize staff to sign necessary agreements with US Bank to add Director of Finance as an authorized user and administrator of the accounts. I would be pleased to respond to any questions.

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

SCHEDULED

Meeting: 07/10/17 07:00 PM
Department: City Council
Category: Resolution
Prepared By: Lori Obermoeller
Department Head: Lori Obermoeller

RESOLUTION

Resolution No. 1302 - a Resolution Designating Busey Bank as the City's Depository Institution Pursuant to Section 140.060(B).

The resolution will update the city's banking agreement following the acquisition of Pulaski Bank by Busey Bank and also including the new Finance Director on the agreement.

RESOLUTION NO. 1302

A RESOLUTION DESIGNATING BUSEY BANK AS THE CITY'S DEPOSITORY INSTITUTION PURSUANT TO SECTION 140.060(B)

WHEREAS, the City solicited and received bids for banking services in March 2015, and

WHEREAS, Pulaski Bank was the best and lowest bid and was designated as the city's depository pursuant to Section 140.060(B) of the City Code of Ordinances for a period of up to three years on April 27, 2015 per Resolution No. 1162;

WHEREAS, Busey Bank acquired Pulaski Bank on November 4, 2016;

WHEREAS, the City of Creve Coeur hired a new Director of Finance on June 19, 2017 causing all banking agreements to need updating by removing the previous Director of Finance and adding the new Director of Finance Lori Obermoeller;

NOW, THEREFORE BE IT RESOLVED by the City Council of the city of Creve Coeur, Missouri that:

SECTION 1. The City Council of Creve Coeur designates Busey Bank as the city's depository pursuant to Section 140.060(B) of the City Code of Ordinances until April 30, 2018 (the remaining time of the Pulaski Bank agreement), subject to termination by the City Council in its discretion. The Contract between **Busey Bank** and the City, attached hereto as "Exhibit A", 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 10th day of July 2017.

_____
Barry Glantz
Mayor

ATTEST:

_____

Deborah Ryan, MPCC
City Clerk

Busey® Cash Management Master Agreement

Name of Customer/Business: CITY OF CREVE COEUR

Address for notices: 300 N NEW BALLAS

City, State, Zip: CREVE COEUR MO 63141-7533

Phone #: (314) 872-2519 Ext. _____ Social Security or Tax Id #: 436005772

The Customer named above ("Customer") and Busey Bank ("Busey") agree to the terms and conditions of this Cash Management Master Agreement (this "Master Agreement").

By: _____ Title: City Administrator

Name: Mark Perkins (Print Name) E-mail: mperkins@crevecoeurmo.gov

Date: 07/11/17

BUSEY BANK

By: _____ Name and Title: Nancy Ennis VP

CASH MANAGEMENT SERVICES SELECTED

This Master Agreement provides the terms that apply to Customer's use of the products and services selected below (collectively the "Services"). Customer's use of the Services is governed by this Master Agreement, Busey's product addendum applicable to the respective Service (each a "Product Addendum" and collectively, the "Product Addenda") entered into between Customer and Busey from time to time, and the applicable Set-Up and Maintenance Forms, user manuals and documentation for the particular Service. Busey will permit multiple entities related by common ownership to operate under this Master Agreement and applicable Product Addenda executed and entered into by Customer as long as Customer provides Busey with the appropriate corporate resolutions authorizing such representation and completes the Related Party Information Form attached hereto.

Customer has initially selected the Services indicated below, each of which is subject to a Product Addendum entered into as of this date. Customer may elect additional Services by contacting its local Cash Management representative.

✓ Business Online Banking	✓ ACH Origination	Remote Deposit
Secure Safe Advanced Credit	✓ Check Positive Pay	✓ ACH Blocking and Positive Pay
Wire Transfer Requests	✓ Sweep Accounts	Account Reconciliation
Lockbox	_____	_____

CONSENT TO ELECTRONIC DISCLOSURES

Customer agrees that Busey may provide Customer with all legal and other disclosures, notices, and other communications with respect to Services, including any Set-Up and Maintenance Form and amendments to this Master Agreement, in electronic form. Busey may notify Customer of any future notices by sending an alert to the e-mail address Customer provided above. Customer should print or save a copy of all disclosures delivered electronically. Customer may request a paper copy of this Master Agreement from Busey at any time free of charge.

Cash Management Master Agreement Terms and Conditions

1. Definitions.

The following terms have the meanings provided below in this Master Agreement and, unless otherwise provided, in each Product Addendum:

"ACH" means monetary transactions processed via the Automated Clearing House.

"Account" means those deposit account(s) and/or loan(s) that Customer maintains with Busey and that Customer wishes to access by one or more Services, as identified on the applicable set-up forms. If Customer has multiple accounts subject to one or more Services, **"Accounts"** means those multiple deposit and/or loan accounts.

"Account Agreement" means Busey's Deposit Account Agreement and Disclosures, made available to Customer in connection with deposit account-opening, and which is available on Busey's website.

"Administrator" means Customer's employee designated on the Set-Up and Maintenance Form who will be responsible for coordinating and monitoring Authorized Users' and Agents' use of a Service.

"Authorized User(s)" means those employees or agents whom the Administrator designates to access one or more Accounts through one or more Services via Business Online Banking. For each Service not accessed through Business Online Banking, **"Agents,"** who are designated on the Set-Up and Maintenance Form, will be able to use the Service. This Master Agreement acts as Customer's authorization to allow the Authorized Users and Agents to access and process transactions, which may directly affect Customer's Accounts.

"Business Day" means any day on which Busey is open to the public for carrying on substantially all of its business, excluding Saturdays, Sundays and legal holidays.

"Business Online Banking" means Busey's online banking product for business customers.

"Confidential Information" means all information that is disclosed by either party in connection with this Master Agreement and which the disclosing party has exercised commercially reasonable efforts to identify as confidential in nature at the time of disclosure, or which is of such a nature as to be reasonably identified as confidential in nature at the time of disclosure. Customer Information and any information regarding or provided by or related to Busey's Service Providers shall be deemed to be Confidential Information. In addition, all Busey supplied Software and written documentation associated therewith and all manuals and other documentation regarding the use and operation of the provided systems and equipment are Confidential Information.

"Customer Information" means any personal financial information relating to Customer or one or more of Customer's customers.

"Cut-Off Time" means the deadline for availability of a particular Service set forth in the appropriate Product Addendum or otherwise provided on the Business page of Busey.com, as such deadline may be changed from time to time.

"Entries" means monetary transactions that Customer wishes Busey to process and/or non-transaction information related to Accounts or Services that Customer would like to add or change.

"Set-Up and Maintenance Form" means the form Busey uses to onboard Customer and set up the Services.

"OTP" means a one-time passcode used as a Security Procedure to provide authentication to effect login to the system and access to transactions in connection with certain Services.

"Periodic Statement" means for the applicable Account, (i) each periodic Account statement issued by Busey, (ii) any written or electronic advice to Customer from Busey or (iii) any electronic report produced through one of Busey's information reporting services to which Customer subscribes.

"Security Procedures" means the use of identification and/or access codes, including Customer IDs, User ID's, passwords and OTPs, challenge questions, logon identifications, personal or location identification numbers, repetitive codes, Tokens, call-back protocols, encryption and other security devices, systems and software that Customer may use in connection with a Service.

"Service Provider" means any agent, licensor, independent contractor or subcontractor that Busey may involve in the provision of a Service.

"Service" means any of the cash management services provided by Busey under this Master Agreement and the applicable Product Addendum.

"Software" means any software needed to operate a Service.

"Token" means an electronic device that will permit Authorized Users to generate a one-time use numeric code to provide authentication to effect transactions in connection with certain Services.

2. Scope of Services.

This Master Agreement governs any Service provided by Busey to Customer. This Master Agreement, together with the applicable Product Addendum that Customer will enter into with respect to each Service, and any Set-Up and Maintenance Form, comprise the entire agreement between Customer and Busey regarding each Service. With respect to a Service being provided by Busey to Customer at the time this Master Agreement is entered into, unless otherwise agreed, this Master Agreement and the relevant Product Addendum will prevail over a conflicting provision of any prior agreement relating to that Service. In the event of any conflict between this Master Agreement and a Product Addendum, the Product Addendum will prevail with respect to the particular Service. Busey may deny access to any of the Services at its sole discretion from time to time as a result of credit issues, for security purposes or as otherwise determined by Busey, and Busey may also implement restrictions on the continued use of such Services.

3. Disclaimer of Warranty.

ANY SERVICE, SOFTWARE, EQUIPMENT AND COMMUNICATION INTERFACES PROVIDED OR LICENSED TO CUSTOMER ARE PROVIDED ON AN "AS IS" BASIS. OTHER THAN THE EXPRESS WARRANTIES CONTAINED IN THIS MASTER AGREEMENT OR IN THE PRODUCT ADDENDUM, BUSEY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND DISCLAIMS ALL WARRANTIES AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR SUITABILITY OF ANY SERVICE FOR CUSTOMER, OR AS TO THE COMPATIBILITY OF SOFTWARE, EQUIPMENT OR COMMUNICATION INTERFACES WITH CUSTOMER'S EQUIPMENT.

4. Limitation of Liability.

Busey will provide Services in accordance with the applicable Product Addendum and, in so doing, will use commercially reasonable care and will be responsible for any loss sustained by Customer only to the extent such loss is caused by Busey's failure to exercise such care and then Busey's liability will not exceed the lesser of the actual damages sustained by Customer or the fees Busey received for providing the Service to Customer for the three (3) months preceding the loss or such longer period as may be permitted by the agreement Busey has entered into with the applicable Service Provider for the Service subject to a damages' claim to the extent Busey is reimbursed for the claim.

For requests that are subject to Article 4A of the UCC, Busey is liable only for damages required to be paid under Article 4A or the Fedwire Regulations, as applicable, except as otherwise agreed in a Product Addendum, provided that Customer has otherwise complied with any duties imposed on Customer under this Master Agreement, the Wire Transfer Product Addendum or the applicable Set-Up and Maintenance Form. For all requests and Entries not subject to Article 4A, and for all other obligations under Busey's ACH Origination Service, Busey's liability is limited to actual damages, resulting directly from Busey's willful misconduct or Busey's failure to exercise reasonable care, not exceeding the following, as applicable: (i) in case of an excessive debit to Customer's Account, the amount of the excess plus compensation equivalent to interest from the date of the excessive debit to the date of the refund; (ii) in case of payment to an account not specified by Customer, the amount of the payment plus compensation equivalent to interest from the date of the payment to the date of the refund; (iii) in case of any delay in crediting a Debit Entry to Customer's Account, the amount of compensation equivalent to interest for the period of delay; or (iv) in all other cases, the damages specified in the paragraph above. If Busey fails to credit an Account utilized in connection with any Service in accordance with the Product Addendum and Set-Up and Maintenance Form applicable thereto, as of the date such credit was earned, upon discovery or notification of such error, Busey will properly credit such Account, but Busey shall not incur any liability therefore except as otherwise provided herein or in the Product Addendum. Customer must use reasonable efforts to assist Busey in recovering the amount of any overpayment for which Busey is liable. If Busey is obligated to pay interest compensation, Busey's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of Chicago for the period involved. At Busey's option, payment of such interest may be made by crediting the Account. If Customer transmits a request to Busey by way of a funds-transfer system or other third-party communications system not specifically required by Busey, the system is deemed to be Customer's agent for that purpose. Busey is not liable to Customer for any discrepancy between the terms Customer transmits to such system and the terms it then transmits to Busey.

EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, IN NO EVENT WILL BUSEY HAVE ANY LIABILITY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS), SPECIAL OR PUNITIVE DAMAGES, WHETHER ARISING IN CONTRACT OR IN TORT, AND WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES WAS DISCLOSED TO OR COULD HAVE BEEN REASONABLY FORESEEN BY BUSEY.

In the performance of the Services required by this Master Agreement and any Product Addendum, Busey shall be entitled to rely solely on the information, representations, and warranties provided by Customer pursuant to this Master Agreement, and shall not be responsible for the accuracy or completeness thereof. Busey shall not be responsible for Customer's acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or authorization of an Entry received from Customer) or those of any other person, including without limitation any Federal Reserve Bank, Automated Clearing House or transmission or communications facility, and no such person shall be deemed Busey's agent. Without limiting the generality of the foregoing provisions, Busey shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, events of terrorism, emergency conditions or other circumstances beyond Busey's control, including a failure by Service Providers to perform. In addition, Busey shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in Busey's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Busey's reasonable judgment otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of another U.S. governmental regulatory authority.

5. Compliance with Laws, Regulations and Rules.

Customer and Busey will abide by all applicable laws, rules and regulations governing the Services. This includes, but is not limited to, as applicable, the Electronic Funds Transfer Act and Regulation E promulgated thereunder, Article 4 and 4A of the Uniform Commercial Code, Check 21 and Regulation CC promulgated thereunder, the Bank Secrecy Act, the U.S.A. Patriot Act and the requirements for Customer identification required thereby, and sanctions enforced by The Office of Foreign Assets Control ("OFAC"). Customer may choose ACH Services to which the rules of the National Automated Clearing House Association ("NACHA") are applicable. Customer agrees to be bound by such NACHA rules, and agrees that no communications that violate United States law may be initiated. Customer will be responsible for and will fully indemnify Busey for any and all fines and assessments imposed on Busey as a result of any infraction or violation of laws, rules or regulations caused by or attributable to Customer.

6. Security Procedures.

a. Compliance with Security Procedures. Security Procedures are as set forth in Busey's Business Online Banking Addendum unless otherwise provided in the applicable Product Addendum. The Security Procedures have been implemented to protect Customer Information and the Entries Customer elects to make to Accounts with Busey. The purpose of such Security Procedures is for verification of authenticity and NOT to detect an error in the transmission or content of an Entry. No Security Procedure for the detection of any such error has been agreed upon between Busey and Customer. Customer is strictly responsible for establishing and maintaining the procedures to safeguard against unauthorized transmissions. Busey reserves the right to issue new Security Procedures and/or to cancel or change any Security Procedures from time to time. Customer agrees that such mutually agreed-upon Security Procedures are commercially reasonable.

b. Transmissions. Busey may always rely on transmissions from Customer accompanied by valid authentication under the appropriate Security Procedure, even if the actual user is not an Authorized User or Agent, regardless of whether Customer has notified Busey of a change in user identity. Busey shall not be obligated to act on a communication not transmitted in accordance with the Security Procedures and may refuse to act on any communication where Busey reasonably doubts its authorization, contents, origination or compliance with the Security Procedures. Busey shall have no duty to discover, and shall not be liable for, errors or omissions by Customer. If Busey complies with the Security Procedures in respect to a communication, Busey shall be entitled to act on that communication and shall not be obligated to verify the content of such communication, establish the identity of the person giving it, or await any confirmation thereof, and Busey shall not be liable for acting on, and Customer shall be bound by, any communication sent in the name of Customer, whether or not authorized.

c. Unauthorized Entries. Customer warrants that no individual will be allowed to use the Services or initiate Entries in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the Security Procedures and any IDs, passwords and devices provided by Busey in connection with the transmission of transactions. If Customer believes or suspects that any such information or instructions have been known or accessed by unauthorized persons, Customer agrees to notify Busey immediately followed by written confirmation. The occurrence of unauthorized access will not affect any transactions made in good faith by Busey prior to receipt of such notification and within a reasonable time period to prevent unauthorized transactions.

   IF CUSTOMER, ADMINISTRATOR OR AN AUTHORIZED USER OR AGENT DISCLOSES CUSTOMER OR USER IDs or PASSWORDS TO ANYONE, AND/OR IF CUSTOMER ALLOWS SOMEONE TO USE SUCH IDs AND CODES TO GAIN ACCESS TO ACCOUNTS, CUSTOMER AUTHORIZED THEM TO ACT ON ITS BEHALF AND WILL BE RESPONSIBLE FOR ANY USE OF THE SERVICE BY THEM (SUCH AS WHEN INFORMATION IS PROVIDED TO A JOINT ACCOUNTHOLDER AND/OR AN EMPLOYEE).

d. Protections. Customer has important responsibilities for protecting the Accounts and the Services used by Customer and for combating fraud and the unauthorized use of the Accounts. Customer represents and warrants that Customer has in place and will maintain and enforce effective policies and procedures to monitor and control the secure use of its Accounts and the Services including:

   - ensuring that Security Procedures, IDs, passwords and devices and Account numbers are disclosed only to Customer's personnel and agents who are authorized to have and use them;
   - controlling the use of Internet access, Software, scanning equipment and other systems and devices used in communications with Busey;
   - training personnel on the proper use of the Services and fraud prevention measures particularly in connection with Internet access, and e-mail; and
   - controlling check stock, mechanical signing devices and Account information.

   Customer is aware that Busey offers products and Services that may be valuable tools in reducing the incidence of fraud and unauthorized use of Customer's accounts and the Services, including Positive Pay Services and ACH debit blocking tools. In addition, for certain Services, Busey recommends dual control or call-back protocols, and it offers a variety of online viewing and reporting tools which enable real time access to Account data and activity. Careful monitoring of Accounts and Account data is an effective tool for detecting unauthorized or improper transactions and other Account problems, and for facilitating reporting of potential problems. Notwithstanding any other provision of this Master Agreement or any applicable Product Addendum, to the extent Customer chooses not to utilize the tools available to Customer or fails to maintain and enforce such policies, Customer will be precluded from asserting any claims against Busey for paying unauthorized, altered, counterfeit or other fraudulent items that such tool was designed to detect or deter, and Busey will not be required to re-credit Customer's Account or otherwise have any liability for paying such items.

e. Security Testing. Busey may use a third party to provide monitoring, penetration and intrusion testing with respect to certain Services.

7. Reporting of Problems.

In the event Customer desires to report unauthorized access or unauthorized transactions, loss or other disclosure of its ID, password or access device, the need to change an ID or password or other time-specific problems, Customer's authorized representative should contact Busey immediately by telephone at 217.365.4607. Customer should not rely on an electronic communication of such report for primary notice, but should instead provide a written confirmation notice either by mail or by personal delivery to the following address:

Busey Bank
Attn: Treasury Operations
502 W. Windsor
Champaign, Illinois 61820

Busey reserves the right to change the address for notifications upon written notice to Customer.

8. Fees.

Fees payable by Customer for access to and use of the Services shall be as specified by Busey. Busey may modify these fees from time to time. The fees for each Service will be deemed accepted by Customer upon provision of such Service to Customer. Customer will pay any sales, use or similar tax applicable to any Service. If Busey is required to pay any such taxes, Customer will reimburse Busey upon demand. Customer will also pay all attorneys' fees and other costs and expenses Busey may incur in collecting any fees or other sums Customer may owe to Busey in connection with any Service. Busey may collect any amounts due by Customer to Busey by debiting any of Customer's accounts with Busey, billing Customer, and/or setting off against any amounts Busey owes to Customer, without any obligation to give prior notice thereof to Customer.

9. Grant of Security Interest.

As security for the full and timely payment and performance of all of Customer's obligations under this Master Agreement (including without limitation, Sections 8, 11 and 23 of this Master Agreement) and any Product Addendum, Customer hereby grants to Busey a security interest in, and a lien upon, the Accounts and any other Customer accounts at Busey. The failure of Customer to satisfy any of Customer's obligations to Busey will constitute a default. Upon the occurrence of a default, and at any time thereafter, Busey may use and apply any and all funds in the Accounts and any other account at Busey and exercise any and all other rights and remedies available to Busey by law, in equity or by agreement. Customer further agrees that its obligations hereunder may also be secured to the extent provided in any security agreement entered into with Busey.

10. Accounts.

All Services involving an Account are subject to the Account Agreement and availability schedules in effect from time to time, provided that in the event of any conflict between this Master Agreement, Product Addendum and the Account Agreement, this Master Agreement and the Product Addendum will prevail. Each funds transfer under a Service is subject to any transfer limitations that apply to the Account. Customer must maintain each Account in a satisfactory manner following the rules and agreements for each such Account as applicable from time to time.

11. Extensions of Credit.

Customer must maintain sufficient amounts of available funds in the Accounts in connection with particular Services to cover Customer's payment obligations. Busey is not obligated to extend credit to Customer unless it has specifically agreed to do so in a separate writing. If Busey extends credit to Customer by permitting overdrafts or use of uncollected funds in an Account or otherwise, the amount thereof will be immediately due and payable, together with interest thereon at a per annum rate determined by Busey from time to time, but not to exceed the maximum rate permitted by law. If Busey should perform on Customer's behalf any Services that create an overdraft or use of uncollected funds, such action will not establish a course of dealing between the parties that will require Busey to perform any Services on behalf of Customer that would create an overdraft or use of uncollected funds. Busey may, without notice, refuse to honor any order for payment, transfer or withdrawal of funds if such order would create an overdraft or use of uncollected funds, notwithstanding that Busey may have previously allowed overdrafts or use of uncollected funds. Customer agrees that Busey may debit the applicable Account or any other accounts owned by Customer or that Busey may set off against any amount Busey owes Customer, in order to obtain payment for Customer's overdrafts.

12. Account Reconciliation.

Customer's transactions will be reflected on Customer's Periodic Statement. Customer will promptly notify Busey in writing at the address provided in Section 7 of this Master Agreement of an error in connection with any Service and any discrepancies between records maintained by Customer and any notice and/or Periodic Statement Customer receives from Busey with respect to any Service, and will provide Busey with information it may reasonably request in connection therewith. If Customer fails to notify Busey of a discrepancy within thirty (30) days of receipt of a Periodic Statement containing such information, Customer agrees that, in addition to any other limitations on Busey's liability, Busey shall not be liable for any other losses resulting from Customer's failure to give such notice or for any loss of interest or any interest equivalent with respect to a transaction shown on such Periodic Statement. If Customer fails to notify Busey in writing of such discrepancy within thirty (30) days of receipt of such Periodic Statement, Customer shall be precluded from asserting such discrepancy against Busey.

13. Check Samples, Forms Approval and Service Implementation.

Busey reserves the right to approve the form of Customer's checks, drafts, deposit slips and similar documentation. Prior to initiating a new Account or Service, or at any other necessary time, Customer agrees to provide all information and conduct any test that Busey may reasonably request, including, without limitation, signature cards, transmissions, corporate resolutions and other documents. Busey may also request samples of Customer's checks, drafts, deposit slips and similar items to ensure, in Busey's sole discretion, whether such items meet Busey's quality control and processing standards. In the event that Busey determines that any item or test does not meet its specifications, Busey will so advise Customer. Customer acknowledges that Services will not commence or continue until such time as an approved item or test is provided to Busey and determined by Busey to be satisfactory. Customer shall be responsible for initial product installation, whether or not Busey provides telephone or on-site installation support.

14. Electronic Instructions and Digital Signatures.

a. By utilizing the Services available under this Master Agreement and the applicable Product Addendum, Customer will be entitled to authorize various transactions electronically that otherwise would require written authorization. In addition, Customer may have Accounts that require multiple signers to execute transactions. Customer agrees that Busey is authorized to complete each transaction initiated electronically by means of the Internet, including but not limited to transfer of funds, extension of credit under notes and issuances of checks or electronic payments.

b. Customer may elect to send or receive instructions or reports from Busey related to Services via electronic means, including, without limitation, facsimile transmission, voice mail, secure e-mail, pager or other electronic or telephonic methods ("Electronic Transmission"). Customer acknowledges that such Electronic Transmissions are an inherently insecure communication method due to the possibility of error, delay and observation or receipt by unauthorized personnel. Busey may rely in good faith on Customer's instructions regarding how and to what number or e-mail address Electronic Transmissions should be sent and may rely on any Electronic Transmission that it reasonably believes to have been initiated by the Customer. Should Customer elect to send or receive Electronic Transmissions to or from Busey, Customer assumes all risks, and Busey shall not be liable for any loss, that results from the nonreceipt, disclosure or alteration of any such Electronic Transmission.

c. Busey may provide Customer the option of entering into this Master Agreement and/or one or more Product Addenda or executing the Set-Up and Maintenance Form with a digital signature. Customer hereby agrees that its use of such digital signature shall represent the written signature(s) of Customer's authorized signer(s) and shall bind Customer to the terms and conditions of the applicable agreement, addendum or form.

15. Recording and Information Downloading.

Busey may record electronic access to Accounts by means of the Services and may also record telephone communications with representatives of Busey, and Customer hereby consents to recording of all such information. Busey may download information into Customer's computer for purposes of efficient operation of Busey's website, and Customer authorizes this activity.

16. Confidentiality and Data Security.

a. Treatment of Confidential Information. Each party shall use the Confidential Information of the other party solely in the performance of its obligations under this Master Agreement, shall treat it as confidential and shall not disclose it, except as required by law or Court order, and/or to its authorized employees, third party providers, regulatory agencies, legal counsel and other agents, on a need to know basis. Without limiting the foregoing, each party shall treat the other party's Confidential Information with at least the same degree of care it uses to prevent the disclosure of its own Confidential Information, but in no event less than reasonable care. Customer shall not disclose the Software or its documentation to any other entity or use such items for any purpose and shall not use, copy, modify, transfer, rent, reverse engineer, decompile or disassemble any Software or documentation. Upon expiration or termination of this Master Agreement, all Software, all documentation for the Software and other materials of information which relate to or reveal the Software and its operation shall be immediately returned to Busey. Confidential Information shall not include information that the receiving party can prove: (i) was generally available to the public at the time it received the information from the disclosing party or later becomes generally available to the public through no fault of the receiving party and without breach of this Master Agreement; (ii) was known to it, without restriction or obligation of confidentiality, prior to disclosure by the disclosing party; (iii) is disclosed with the prior written approval of the disclosing party; (iv) was independently developed by the receiving party without any use of the Confidential Information of the disclosing party; or (v) becomes known to the receiving party, without restriction, from a source other than the disclosing party, which has the right to disclose such information and not having any obligations of confidentiality with respect thereto. Each party shall promptly notify the other party of any actual or suspected misuse or unauthorized disclosure by it or the other party's Confidential Information.

b. Information Security. Busey has implemented and shall maintain information security procedures designed to meet the requirements of the guidelines establishing information security standards as adopted by the bank regulatory agencies who oversee Busey's operations. These security measures include appropriate disposal of consumer information as required, and taking appropriate actions to address incidents of unauthorized access to Customer's sensitive information, including notification to Customer as soon as possible of any such incident, which notice shall include appropriate details regarding such incident and a description of steps taken by Busey to remedy the incident and prevent its recurrence.

c. Customer Notification. Customer shall notify Busey as soon as possible upon becoming aware of any incident of unauthorized access to any information or a Service, which notice shall include appropriate details regarding such access and a description of steps taken by Customer to remedy such access and prevent its recurrence. If such access is to a Service, Busey shall investigate to determine whether the access resulted from any failure of Busey personnel or the Service. Busey shall take appropriate action to address any such failure that resulted in unauthorized access to the Service.

17. Transactions on Non-Business Days/Cut-Off Times.

Transactions, deposits, payment orders, entries or other requests by Customer received by Busey on a non-Business Day or after established Cut-Off Time deadlines may be treated by Busey as received on the next Business Day. Busey may change any Cut-Off Time or other deadline at any time. Busey will make a reasonable effort to notify Customer of any changes in advance.

18. Inconsistent Name and Account Number.

Unless otherwise provided in any Product Addendum or as otherwise required by law, if Customer or third party acting at the Customer's instruction initiates an Entry that describes the person to receive the proceeds of such Entry (the "beneficiary"), the beneficiary's bank, or an intermediary bank by name and an account or other identifying number, Busey and subsequent parties to the Entry may rely on and act solely on the basis of such number, even though the name and number do not agree and even though Busey and subsequent parties know or have reason to know of the inconsistency. Customer's obligation to pay the amount of the Entry to Busey is not excused in such circumstances.

19. Data Retention and Disclosure.

Customer acknowledges that Busey may have certain legal record keeping and reporting requirements with respect to Services and consents to Busey's disclosure to governmental authorities of information concerning Customer and Services provided to Customer, which Busey believes to be appropriate or necessary to fulfill such legal requirements.

20. Service Providers.

Busey may act on any communication and provide any Service using any payment system or Service Provider it reasonably selects. Busey's performance of Services is subject to the rules and regulations of any such system or organization. Busey shall have no obligation to disclose arrangements with third parties to Customer or obtain Customer's consent thereto. Customer authorizes the transfer of information relating to Customer to agents of Busey or Customer for use in connection with Services or as required or permitted by law. Busey will provide Customer with all necessary instructions for contact with such Service Provider, if necessary.

21. Equipment and Software.

If any Service requires equipment or Software to be operated by Customer, the provision of the Service by Busey shall be conditioned on the proper installation, configuration, use and maintenance of such equipment or Software by Customer. Customer is solely responsible for the selection, purchase or lease and maintenance of its computer equipment and Software and its compatibility for use where required in connection with any Service. If Busey supplies equipment or Software, Busey shall remain the owner of such equipment or Software, and Customer shall insure it, use it solely in the manner specified by Busey and in connection with the relevant Service, not remove or modify any name or identifying mark on it, and return it to Busey upon termination of the Service in good condition, ordinary wear and tear excepted. Customer is responsible for installing and implementing any changes and upgrades to the equipment and Software as required by Busey within five (5) Business Days to ensure compliance with regulatory changes or developments and to protect the integrity and security of the Service.

22. Advertising.

Neither Customer nor Busey shall display any name, trademark or service mark of the other without the prior written consent of the other. Customer shall not advertise or promote any Service without Busey's prior written consent for each use or release.

23. Audit.

During the term of the Cash Management Agreement and for a period of two (2) years thereafter, Busey, and any third party representatives designated by Busey, including Busey regulatory agencies, independent auditors and forensics experts, shall have the right, upon reasonable prior notice to Customer (except in the event of fraud, unauthorized access to Accounts or any other circumstance where delay could result in loss to Customer, in which case this right shall be immediate), to audit Customer's books, records, systems, computers and procedures to the extent necessary to verify Customer's compliance with the terms of this Master Agreement, including compliance with applicable law and, as applicable, NACHA Rules, which may include, in Busey's sole discretion, the right to enter onto the premises of Customer for such purpose.

24. Remote Access Rights.

From time to time, Busey personnel will use Software to create a remote access online session with Customer's Authorized Representatives for the purpose of troubleshooting problems, training on products or for related purposes. Such sessions will be solely for the purposes established at the time, and Busey will not have access to the system for any further reason.

25. Representations and Warranties.

Busey represents and warrants that: (i) no contractual obligations exist that would prevent Busey from entering into this Master Agreement; and (ii) Busey has the requisite authority to execute, deliver and perform Busey's obligations under this Master Agreement .Customer represents and warrants that: (i) no contractual obligations exist that would prevent Customer from entering into this Master Agreement; (ii) Customer has complied with all applicable security and legal requirements; and (iii) Customer has requisite authority to execute, deliver, and perform Customer's obligations under this Master Agreement.

26. Business Use.

CUSTOMER EXPRESSLY REPRESENTS AND WARRANTS TO BUSEY THAT NONE OF THE ACCOUNTS THAT ARE OR WILL BE SUBJECT TO A SERVICE PURSUANT TO THIS MASTER AGREEMENT AND ANY APPLICABLE PRODUCT ADDENDUM HAVE BEEN ESTABLISHED, OR ARE BEING OR WILL BE USED, FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES. Customer understands and agrees that Customer's transactions are not governed by Regulation E of the Board of Governors of the Federal Reserve System or any other consumer financial protection law or regulation.

27. Indemnification.

Except in the event of Busey's gross negligence or willful misconduct in connection with the Services, Customer shall indemnify Busey against any loss, liability or expense (including attorney's fees and expenses) resulting from or arising out of (i) any claim of any person that Busey is responsible for any act or omission of Customer or any other person described in this Master Agreement or any Product Addendum, (ii) any claim or action of the use by Customer of the Services in a manner other than that provided for in this Master Agreement or any Product Addendum, and (iii) any and all claims by third parties through Customer on the performance or non-performance of the Services, provided that the indemnity listed in (iii) hereof shall not preclude Customer's recovery of damages from Busey pursuant to the terms and subject to the limitations of this Master Agreement.

28. Miscellaneous.

a. Term and Termination. This Master Agreement is effective from the date of execution and shall remain in force until terminated as provided for herein. In no case shall this Master Agreement terminate until all Product Addenda have been properly terminated as defined in each Product Addendum. This Master Agreement shall terminate: (i) upon thirty (30) days prior written notice by either party to the other; (ii) immediately upon termination of the banking relationship between the parties; or (iii) immediately if Customer fails to comply with any of the terms and conditions of the Master Agreement or any Product Addendum.

In addition to its termination rights above, Busey reserves the right to terminate or suspend any Service immediately, without advance notice to Customer, if any of the following occurs: (A) Busey has reason to believe that Customer or a third party has engaged in suspicious, fraudulent or illegal activity with respect to the Service; (B) Busey determines it is impractical or illegal to provide the Service because of changes in laws, regulations or rules; or (C) Busey, in good faith, is unable to satisfy itself that the Service has been properly authorized by Customer.

Customer may terminate the use of any Service or terminate this Master Agreement (which will terminate all the Services) by contacting Busey in writing by mail or personal delivery to Busey at the address in Section 7 hereof or by e-mail to businessacess@busey.com.

Notwithstanding any termination, the terms of this Master Agreement and the Product Addendum will apply to (1) all transactions which have been initiated prior to termination and (2) Customer's payment obligations with respect to such transactions. In the event amounts are due Busey upon termination, it may exercise its rights to set-off described in Sections 8 and 9 and any other rights provided to it under law or by contract.

b. Amendments. From time to time, Busey may amend any of the terms and conditions contained in this Master Agreement and any Product Addendum, including without limitation any part of the Set-Up and Maintenance Form. By continuing to use any Service after notice of such amendment, Customer shall be deemed to have agreed to such amendment and shall be bound by this Master Agreement or such Product Addendum, as amended.

If Customer seeks to change the Administrator, name a co-Administrator, change Account access, request replacement tokens, change minimums or maximums or make other such changes in the Services, it should contact its local Cash Management representative.

Busey will permit Customer to submit updated Set-Up and Maintenance Forms to Busey from time to time, provided that such forms are submitted in writing, are executed by a properly authorized person and are otherwise acceptable to Busey. Such updated forms will be effective on the third Business Day following the Business Day of Busey's receipt of the same or at such later date as Customer may request. From time to time, Busey may request and Customer agrees to provide updated Set-Up and Maintenance Forms.

c. Assignment and Subcontracting. Obligations or rights under this Master Agreement or any Product Addendum attached hereto may not be assigned by Customer without the prior written consent of Busey. Customer shall not engage a third party to generate and/or transmit Entries to Busey without the prior written consent of Busey and without requiring such third party to first enter a written agreement with Busey setting out the relationship, rights and duties between such third party and Busey. Customer agrees any such third party shall be Customer's agent for all purposes under this Master Agreement, including the right of Busey to give notices to such third party and receive directions as created by Busey from such third party, all on behalf of Customer. Customer shall indemnify Busey against all losses, liabilities or expenses, including reasonable attorney's fees, with regard to any breach of this Master Agreement that may result from the actions of any such third party.

Busey hereby reserves the right to subcontract any portion of the Services offered under this Master Agreement to Service Providers and may from time to time make changes to the sub-contracting Service Provider. In the event Busey utilizes a Service Provider for providing Services all responsibility for communication, contact and information transmission for the services will remain with Busey.

d. Notices. Any notice hereunder shall be given by personal delivery, by facsimile with confirmed receipt, by overnight courier, or by regular mail, postage prepaid. Any such notice shall be deemed effective on the earlier of actual receipt, the next Business Day after being sent by overnight courier, or three days after being mailed by regular mail. The address for notice to Busey is in Section 7 hereof.

The address for notice to Customer shall be the then-current address for Customer in Busey's records.

e. Enforceability. In the event any provision of this Master Agreement or any Product Addendum shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of this Master Agreement and the affected Product Addendum shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

f. Governing Law; Jury Trial Waiver. This Master Agreement and each Product Addendum will be governed by the laws of the State of Illinois, without reference to provisions relating to conflict of laws. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective affiliates arising under this Master Agreement or any of the Product Addendum.

g. Jurisdiction and Venue. Any litigation brought by either Party to this Contract shall be brought exclusively in a state or federal court of competent jurisdiction within the State of Illinois. The Parties waive any objection either may have based upon improper venue or *forum non conveniens* to the conduct of any such proceeding.

h. Survival. The following provisions of this Master Agreement will survive termination: Sections 3-6, 11-12, 16, 19, 23-27 and Subsections 28(d), (e), (f), (g) and (h).

Cash Management Master Agreement
RELATED PARTY INFORMATION

Customer option: you may sign multiple agreements or use this schedule for consolidated accessibility to Business Online Banking.

CUSTOMER/BUSINESS NAME: CITY OF CREVE COEUR **Tax ID** 436005772

Busey will permit multiple entities related by common ownership to operate under the Master Agreement and applicable Product Addenda executed and entered into by the Customer named above, provided Customer provides Busey with all the appropriate corporate resolutions authorizing such representation.

Related Party Name	TIN	Resolutions Received
Olive Boulevard Transportation Dev Dist	412155063	☒
		☐
		☐
		☐
		☐
		☐
		☐
		☐
		☐

Date: 07/11/17

By: _____
Signature

Name: Mark Perkins
Print Name

Title: City Administrator

Cash Management
Business Online Banking Addendum

This Business Online Banking Addendum ("Product Addendum") governs Customer's use of Busey's Business Online Banking Service, Bill Pay Service and related commercial services (collectively, the "Services"). This Product Addendum, together with the Cash Management Master Agreement between Customer and Busey (the "Master Agreement"), the Set-Up and Maintenance Form and any additional manuals, instructions and authorization forms provided in connection therewith and herewith, comprise the terms and conditions for the Services. Together the Services constitute a "Service" within the meaning of the Master Agreement, and this Product Addendum is a "Product Addendum" within the meaning of the Master Agreement. Those Accounts that Customer accesses through the Services will also remain subject to the Account Agreement. Additionally, any loan or line of credit that Customer accesses by the Services will remain subject to the loan documents between Customer and Busey.

Provisions of the Master Agreement with respect to indemnification obligations, limitations of liability, waiver of jury trial and additional terms, including Busey's right to audit Customer, apply to the Services provided herein.

CUSTOMER NAME: CITY OF CREVE COEUR **Tax ID** 436005772

By its authorized signature below, Customer agrees to the terms of this Product Addendum:

By:_____ Date: 07/11/17
Signature

Name: Mark Perkins Title: City Administrator
Print Name

1. Processing Requirements.

The following requirements apply to the Services:

- Customer must have an Account with Busey.
- Customer must have a computer and Internet browser that will support encryption.
- Customer will need Internet access through an Internet Service Provider (ISP).
- Customer will need a printer and/or other storage device such as a hard drive for downloading information or printing disclosures.
- Customer will be required to have an external e-mail address for the delivery of electronic notices and disclosures.

If Busey revises its hardware and software requirements, and, if there is a material chance that the changes may impact Customer's ability to access the Services, Busey will provide Customer advance notice of these changes and provide Customer an opportunity to cancel this Product Addendum and/or change Customer's method of receiving electronic disclosures.

2. Registration Process.

The Services require completion of an initial registration process. Busey's Cash Management Department will verify Customer's identity and ownership for the Account(s) to be linked to the Services and the information Customer submitted for accuracy and authorization. Customer will be notified when the Services will be activated.

3. Definitions.

Unless otherwise defined herein, capitalized terms have the meanings provided in the Master Agreement.

"Bill Pay Request" means a payment request in a form designated by Busey, whether on paper or electronically, for Busey to make a payment on Customer's behalf to a third party.

"Bill Pay Service" refers to Customer's ability to pay bills using the Services.

"Bill Pay Service Provider" refers to the Service Provider of Busey's Bill Pay Service.

"Business Day Cut-Off" means, for ACH and wire posting purposes, the time of day after which any transactions will be processed on the next business day. The current Cut-Off Times are posted on the Business page of Busey.com.

"Payee" means the person or entity to which Customer wishes a bill payment to be directed or the person, company or organization from which Customer receives electronic bills as the case may be.

"**Payment Date**" means the date on which Customer has requested that Busey make a scheduled payment. This is the date on which the amount of an electronic payment will be withdrawn from Customer's Account. If the payment is made by a physical check, the funds will be withdrawn when the check is presented and paid. It is Customer's responsibility to schedule this date sufficiently in advance of the date the payment is due to be received by the payee to assure timely payment.

"Services" means the Business Online Banking Service, Bill Pay Service and related services described in Section 4 offered by Busey through its Service Providers.

4. Services.

The Services consist of an online banking website that provides a complete array of financial services to business customers. As discussed further below, the **Business Online Banking Service** that is accessible by Busey's business customers over the Internet offers:

- Account Inquiries
- Detailed Transaction History
- Secure E-mails and File Delivery
- Internal Account-to-Account Transfers
- View Loan Balances
- Payments to Busey's Loan Accounts
- Electronic Copies of Account Statements
- Stop Payment

For Customers who select **Bill Pay**, these additional functions are available:

- One-time Payments
- Fixed Recurring Payments
- Occasional Payments
- Electronic Bills

Additional **Cash Management Services** that are also subject to the Master Agreement and the applicable Product Addendum, include:

- ACH Origination
- Sweep Accounts
- Wire Transfers
- Positive Pay

Busey may add or remove certain features and/or functionality available from time to time at Busey's sole discretion. Customer may use the Services seven days a week, 24 hours per day, although some or all features may occasionally be unavailable due to emergencies or scheduled system maintenance.

5. Errors and Questions.

In cases of errors or questions concerning transactions completed with Business Online Banking, do one of the following, as soon as possible: call Business Online Banking Service Support at 217.365.4607; or write: Busey Bank, Treasury Operations, 502 W. Windsor, Champaign IL 61820, or as otherwise directed by written notice.

-INTERNET SECURITY AND SECURITY PROCEDURES OF BUSINESS ONLINE BANKING-

6. Internet Security and Privacy Information.

Busey understands how important privacy is to its customers. Busey has taken steps to ensure the security and privacy of Customer's personal and financial dealings with Busey. The Services utilize a comprehensive security strategy to protect Customer's Accounts and transactions conducted over the Internet. The Services have migrated to Transport Layer Security (TLS), a protocol that helps ensure that third parties may not eavesdrop or tamper with a message. TLS is the successor to the Secure Sockets Layer (SSL), used previously. Customer's browser automatically activates this technology when it attempts to connect to Busey's system. The Services require a browser that supports encryption. The system will warn Customer if Customer's browser does not meet this requirement.

7. Administrator and Authorized Users.

The Administrator named in the Set-Up and Maintenance Form or otherwise named for the Services will appoint Authorized Users to act on behalf of Customer in the delivery of the Services. Authorized Users may act on behalf of Customer for a particular Service in accordance with the relevant document(s) establishing the Authorized Users' responsibilities. Customer assumes any and all liability arising from the use or misuse of the Services or Accounts by Customer's Authorized Users. Customer may revoke the authority of or change the Administrator or name a co-Administrator at any time upon prior written notice and execution of additional documentation required by Busey. Such change or revocation shall not be binding upon Busey until it has received the required written notice and has had a reasonable opportunity to act thereon.

8. Protecting Customer's Online Account(s).

Busey uses multi-level authentication to help prevent unauthorized access to Customer's Accounts. Multi-level authentication can help prevent access by someone who may have stolen Customer's login credentials.

a. IDs and Passwords. Busey will assign Customer a Customer ID. The Business Online Banking Service will allow the Administrator to establish individual User IDs, passwords, and privileges for each Authorized User. Transaction history is maintained for each ID. If passwords are forgotten, the Business Online Banking Service will present challenge questions. Additionally, if an Authorized User wishes to reset his/her password online, he/she may do so by answering challenge questions. For additional security, the system will force password changes once every thirty (30) days and will provide a five (5) day advance notice that the current password is about to expire.

Busey may disable passwords of Authorized Users even without receiving notice from Customer if Busey suspects that passwords are being used in an unauthorized or fraudulent manner.

b. OTP. Busey requires the use of OTPs for multi-factor authentication in connection with certain login functions and transactions, including wire transfers and ACH Origination. This second factor is a one-time access code generated by the Service Provider and delivered to Customer. The OTP can only be used once to provide a Business Online Banking authentication.

c. Tokens. Tokens will be used for certain transactions. The generated code can only be used once to provide authentication. A different code will be generated by the Token each time it is used. Busey will issue a designated number of Tokens to be assigned to Authorized Users. Busey will have no knowledge of the Token assigned to each Authorized User and shall have no responsibility for ensuring compliance with the procedures Customer develops for protecting the security of the Tokens.

Customer is responsible for tracking Tokens issued to Authorized Users. In particular, Customer must confirm that the Tokens are kept safe and secure, in Customer's possession or in the possession of Authorized Users at all times and that Authorized Users do not share Tokens or permit them to be copied, reverse engineered or otherwise tampered with. Further, Customer and Authorized Users must not use the Tokens for other than identifying themselves to Busey in relation to transactions, and Customer may not transmit or otherwise send the Tokens to any other unauthorized party.

If Customer suspects any impropriety on the part of an Authorized User in connection with use of a Token or if an Authorized User with a Token is leaving Customer's employment, Customer must take immediate steps to ensure that the Authorized User is prevented from further access to Accounts, including recovery, returning the Token to Busey, or reassignment of the Token issued to the relevant Authorized User in such manner as Busey designates.

BUSEY WILL NOT BE LIABLE TO CUSTOMER OR TO THIRD PARTIES FOR ANY LOSS WHATSOEVER ARISING FROM UNAUTHORIZED USE OF TOKENS.

d. Network Security. Customer is solely responsible for the implementation of all commercially reasonable security procedures to control access to Customer's computer systems and to protect any data files stored thereon. Such procedures include but are not limited to anti-virus, physical, logical, and network security control systems and devices. Customer should use a firewall product especially if it has a broadband Internet connection such as DSL or cable modem. Customer's computer operating system and browser should be fully patched for critical security issues. It is recommended that Customer use the most current fully patched versions of Internet browsers for accessing the Business Online Banking Service.

Busey highly recommends that:

- Customer utilize a separate computer system for the Services being provided in this Product Addendum. To help with managing virus and other malware issues, this system should not be used for e-mail services or web browsing.
- Customer install the Trusteer secure web access service that is provided at no cost by Busey to supplement the online security Customer has implemented.

Busey and its Service Providers shall have no obligation, liability or control, either directly or indirectly, concerning Customer's selection of security systems or devices for the protection of any data files or computers used to access the Services or over Customer's development or implementation of security procedures or Customer's failure to maintain said procedures.

e. Commercially Reasonable Security Procedures. When Customer accepts this Product Addendum and uses the Services, Customer acknowledges and agrees that the Services include Security Procedures that are commercially reasonable. In the event of a data security breach, Customer agrees to cooperate with Busey in connection with Busey's incident response investigation in a timely manner and to provide any information requested by Busey within two (2) Business Days of the request. Customer will permit Busey's authorized representatives access to Customer's computer systems in connection with such investigation. Customer will indemnify and hold Busey harmless from and against any third party claim arising in connection with a data security breach, except to the extent the breach is caused by Busey's gross negligence or the gross negligence of Busey's Service Provider.

Customer shall notify Busey in the event that Customer's use of the Services would necessitate or be better served by a level of security that exceeds that offered by the Services. If Customer fails to notify Busey, Customer acknowledges and agrees that the Security Procedures are appropriate for Customer's needs and will provide Customer with a commercially reasonable degree of security against unauthorized use.

f. Communications. **Neither Busey nor its Service Providers will contact Customer via telephone or e-mail requesting personal information, the User ID or password. If Customer is contacted by anyone requesting this information please contact Busey immediately.**

Busey or its Service Providers may send notices and other communications, including e-mails, to the current address shown in Busey's records, whether or not that address includes a designation for delivery to the attention of any particular individual. Busey and/or its Service Providers will not be responsible or liable in any way if information is intercepted by an unauthorized person, either in transit or at Customer's place of business.

Busey or its Service Providers may also telephone Customer for fraud detection purposes using the number (including mobile phone number) in Busey's records, and this provision constitutes Customer's authorization for such contact.

-THE SERVICES-

9. Basic Services.

In addition to basic Account features, such as Account inquires, balance information and internal transfers, Busey's Business Online Banking Service includes: secure e-mails, document requests, and secure file delivery. The submission of requests, such as those for, document requests will generate a secure e-mail to Busey. Generally requests received through the Business Online Banking Service will be processed within two (2) Business Days.

10. Stop Payment.

The Stop Payment Service within the Business Online Banking Service is only for stopping payments on checks that Customer has written. This feature is accessible in the "Stop Pay" menu of the Business Online Banking Service and provides a means to securely forward stop payment requests to Busey for processing.

Customer is responsible for providing complete and accurate information on the Stop Payment order. An electronic Stop Payment order is deemed to be a written Stop Payment order and will be effective only for six (6) months pursuant to the Uniform Commercial Code, unless resubmitted within that six (6) month timeframe. Customer shall notify Busey promptly in the event Customer recovers the check for which a Stop Order is entered so that Busey may remove the order from its records.

Busey is required only to monitor Customer's Account for the check described in the Stop Payment order, but will not be liable for payment made contrary to this request if it occurs through inadvertence, accident or oversight. Busey will not be liable for costs incurred by refusing payment on any check for which a Stop Payment order is entered by Customer. If it issues a check to replace an earlier check that was lost, Customer will use a new date and check number and will not mark the subsequent check as a "duplicate".

The Stop Payment Service within the Business Online Banking Service should NOT be used to cancel transfers or Bill Pay Requests initiated by Customer. Bill Pay provides a separate function to reverse or cancel Bill Pay Requests and transfers initiated by the Customer.

11. Bill Pay Service.

The following requirements apply to all Bill Pay Requests initiated by the Customer:

- Make each Bill Pay Request for an amount not to exceed $9,999.99 for a single transaction or $9,999.99 as a daily maximum. Higher limits may be requested through Customer's local Cash Management Representative. Busey reserves the right to review and accept or reject such a request at its sole discretion.
- Provide complete information about the Payee to allow Busey to properly direct a payment to the Payee. Customer must also properly identify itself and the Account from which such payment is to be made. Customer will schedule all Bill Pay Requests by providing the required information through the online service. The Payee must have a valid address within the United States to which the payment is directed. Payments to Payees outside the United States are prohibited and will not be issued under any circumstances.
- Set each Payment Date at least five (5) Business Days in advance of the date on which Customer's payment is due, without regard to whether the payment is made electronically or by check. Bill Pay Requests may be specified for any Business Day. Any Bill Pay Request specifying a Payment Date which falls on a day other than a Business Day will be scheduled by Busey to be made on the following Business Day.
- Have sufficient funds in the designated Account for the Bill Pay request at the time of withdrawal. Withdrawal of the amount specified in each Bill Pay Request will be made from Customer's designated Account on the due date of the Bill Pay Request if the payment is sent electronically and on the date the check is presented for payment if a physical check is issued.

Payments made through the Bill Pay Service are processed either electronically or by check. By using the Bill Pay Service, Customer authorizes Busey, and any third-party Service Provider Busey may use, to choose whatever payment method Busey determines is the most effective method to process the transaction.

12. Electronic Bill Delivery (E-Bills).

Electronic Bill Delivery is for the presentment of E-bills only and it is Customer's sole responsibility to contact its Payees directly if statements are not received. If Customer elects to activate one of the E-Bill options, Customer also agrees to the following:

a. Activation. Upon activation of the E-Bill service, Busey's Service Provider may notify the Payee of Customer's request to receive electronic billing information. The presentment of the first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of the statement(s) is at the sole discretion of the Payee. While the E-Bill service is being activated it is Customer's responsibility to keep Accounts current. Each Payee reserves the right to accept or deny the Customer request to receive electronic bills.

b. Information Provided to the Payee. Busey is unable to update or change Customer's personal or business information such as, but not limited to, name, address, phone numbers and e-mail addresses with the Payee. Any changes will need to be made by the Customer by contacting the Payee directly. Additionally, it is Customer's responsibility to maintain all usernames and passwords for all Payee sites. Customer shall not use someone else's information to gain unauthorized access to another person's or company's bill.

Busey's Service Provider may, at the request of the Payee, provide to the Payee Customer's e-mail address, system address, or other data specifically requested by the Payee at the time of activating E-Bills, for the purposes of the Payee informing Customer about service and/or bill information.

c. Notification of Bill Delivery. Busey's Bill Pay Service Provider will use its best efforts to present all of Customer's E-bills promptly. In addition to notification with the system, Busey's Service Provider may send an e-mail to the e-mail address listed for Customer's Account. It is Customer's sole responsibility to ensure that this e-mail address information is accurate. In the event Customer does not receive notification of a bill, it is Customer's responsibility to periodically logon to the Service and check on the delivery of new E-Bills. The time for notification may vary from Payee to Payee. Customer is responsible for ensuring timely payment of all bills.

d. Cancellation of E-Bills. The Payee may cancel the presentment of E-Bills at any time. Customer may also cancel E-Bills at any time. The timeframe for cancellation of Customer E-Bills may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle for each Payee. Busey's Bill Pay Service Provider will notify Customer Payee(s) as to the change in status of the Customer Account and it is Customer's sole responsibility to make arrangements for an alternative form of bill delivery. Busey will not be responsible for presenting any E-Bills that are already in process at the time of cancellation.

e. Non-Delivery of E-Bills. Customer agrees to hold harmless, Busey and its Service Providers should the Payee fail to deliver Customer statement(s). Customer is responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.

f. Accuracy and Dispute of Electronic Bill. Neither Busey nor its Service Providers are responsible for the accuracy of Customer's E-Bill(s). Busey and its Service Providers are only responsible for presenting the information received from the Payee. Any discrepancies or disputes regarding the accuracy of Customer's electronic bill summary or detail must be addressed with the Payee.

13. Additional Terms of Bill Pay.

a. Modifications and Stop Payment Requests. Customer may modify or stop any Bill Pay Request online prior to the withdrawal of the payment amount on the Payment Date provided Busey has a reasonable amount of time to effect such change. Customer acknowledges that once the payment amount has been withdrawn from Customer's Account the Bill Pay Request cannot be modified or stopped.

b. Customer Liability. Customer is responsible for prompt and timely payment of Customer's bills. This Product Addendum does not alter any Customer liability or obligation that currently exists between Customer and its Payees. Customer agrees that the methods of forwarding payments by either mail or electronic transfer are reasonable. Busey will not be liable for any late payment charges or other charges on Customer's Account due to any delayed or lost payments, and shall not be liable for any losses due to causes beyond Busey's control. Customer must not permit any other party to use its Account, to have access to its funds, or to make Bill Pay Requests. Customer is responsible for all bill payments authorized or made from its Account, including inadvertent, unintentional or mistaken payments. Customer is also responsible for any costs to Customer related to the use of, or access to, Customer's Accounts by a third party.

Busey may refuse to make any requested payment in the event there are insufficient funds in the designated Account, or Busey may, in its discretion, attempt to make the payment one additional time following the Payment Date. If it has not already done so, Busey will then cancel the scheduled payment if sufficient funds are not available in Customer's Account at the time of the second attempt to make the requested payment. Busey may charge a non-sufficient funds fee (NSF) any time a Bill Pay Request is made and sufficient funds are not available in Customer's Account at the time withdrawal of funds for the scheduled payment is to be made.

c. Busey Liability. It is Busey's responsibility to process all Bill Pay Requests properly initiated through the Business Online Banking Service in accordance with the Master Agreement and this Product Addendum. However, Busey shall incur no liability and any Bill Pay service guarantee shall be void if Busey is unable to complete any transaction initiated by Customer because of the existence of any one or more of the following circumstances:

- Through no fault of Busey, Customer's designated Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of Customer's overdraft protection (if applicable);
- The Business Online Banking Service and/or Bill Pay Service is not working properly and Customer knew of or had been advised by Busey and/or its Service Providers about the malfunction before Customer executed the transaction;
- Customer has not provided Busey with the correct Bill Pay account information, or the correct name, address, phone number or account information for the Payee;
- Customer's designated Account(s) is/are closed;
- Customer's computer, software or telecommunications lines were not working properly, and this problem should have been apparent to Customer when Customer attempted a Bill Pay Request;
- It can be shown that the Payee received the bill payment within the normal delivery timeframe and failed to process the payment through no fault of Busey;
- The payment or transaction request involves funds subject to hold, dispute, restriction, or legal process Busey believes prevents the withdrawal;
- Busey has reason to believe that a Bill Pay Request may not be authorized by Customer or any third party whose authorization Busey believes is necessary; and/or
- Circumstances beyond Busey's control (such as, but not limited to, fire, flood or interference from an outside force) prevent the proper execution of the transaction and Busey has taken reasonable precautions to avoid these circumstances.

Provided none of the foregoing exceptions are applicable, if Busey causes an incorrect amount of funds to be removed from any of Customer's Account(s), or causes funds from Customer's Account(s) to be directed to a Payee, which does not comply with Customer's Bill Pay Request, Busey and/or its Service Provider shall be responsible for returning the improperly transferred funds to Customer's Account, and for directing to the proper Payee any previously misdirected transactions.

14. ACH Origination.

The "ACH Origination" Service allows Authorized Users to use the Business Online Banking Service to transmit ACH batches to Busey for submission to the ACH system. ACH originations are subject to Busey's Master Agreement and the ACH Origination Addendum.

15. Wire Transfer Requests.

The "Wire Transfers" Service allows Authorized Users to utilize the Business Online Banking Service to send a wire transfer from an Account to which that Authorized User has access. Wire transfers are subject to Busey's Master Agreement and the Wire Transfer Addendum.

16. Positive Pay.

If Customer enters into Busey's Positive Pay Addendum and complies with the "Positive Pay" Service procedures and instructions, Customer will be permitted to utilize the Business Online Banking Service to transmit to Busey Customer's issued check file for daily matching with checks presented to Busey for payment.

17. Ownership of Material.

Copyright in the website pages, the screens displaying the pages, and the information and material therein and in their arrangement, is owned by Busey and/or its Service Providers unless otherwise indicated. All registered and unregistered trademarks used in the Services are the sole property of their respective owners. Unauthorized reproduction in whole or part is prohibited.

18. Cancellation/Termination of Business Online Banking.

Busey's rights to cancel the Services and terminate this Product Addendum are set forth in the Master Agreement. Customer may terminate the use of the Services by contacting Busey in writing by mail or personal delivery to Busey Bank at the address in Section 7 of the Master Agreement or by email to businessaccess@busey.com. Customer will remain responsible for all transactions approved by the system prior to the cancellation, and for any other fees associated with the Services prior to termination.

Business Access @ Busey

Setup Form

Company Name CITY OF CREVE COEUR Company Tax ID 436005772

If this is a sub-account, please list Master Name/Tax ID _____

Market Segment ☐ BA ☑ BATM

Account Setup and Permissions

Account Nickname	Tax ID Number (Max 10 digits)	Account Number	Bill Pay	ACH Allowed	Wires Allowed	Opt Out of Printed Stmt
GENERAL	436005772	670000085				
PROTEST	436005772	670000093				
PAYROLL	436005772	670000106		✓		
ACCTS PAYABLE	436005772	670000114				
ENTERPRISE	436005772	670000122				
ESCROW	436005772	670000130				
COURT BOND	436005772	670000149				
EMPLOYEE BENEFIT	436005772	670000157				
OLIVE BLVD TDD	412155063	670002128				
TDD ASSESSMENT	412155063	670002291				
POLICE FOREITURE	436005772	670003382				
PUBLIC FUND CHECKING	436005772	670014524				

Authorized Administrators

Administrator Debbie Loso Email Address dloso@crevecoeurmo.gov Phone (314) 274-2107

Administrator _____ Email Address _____ Phone _____

Administrator _____ Email Address _____ Phone _____

Administrator _____ Email Address _____ Phone _____

User Login Security (For setups with additional services – ACH, Wires or Positive Pay)

☐ Phone/Text ☐ Tokens _____ # Tokens Needed

Billing Information

☐ Hard Charge DDA _____ ☐ Account Analysis DDA _____

Company Approval

_____ Mark Perkins

Signature Name

City Administrator 07/11/17

Title Date

busey.com

Member FDIC

Busey® Your Dream. Our Promise.

Busey® Cash Management
ACH Origination Addendum

This ACH Origination Addendum ("Product Addendum") governs Customer's use of Busey's ACH Origination Service (the "Service"). This Product Addendum, together with the Cash Management Master Agreement between Customer and Busey (the "Master Agreement"), the Set-Up and Maintenance Form and any additional manuals and instructions provided in connection therewith, comprise the terms and conditions for ACH Origination. It is a "Service" within the meaning of the Master Agreement, and this Product Addendum is a "Product Addendum" within the meaning of the Master Agreement. Those Accounts that Customer accesses through the Service will also remain subject to the Account Agreement, and, because the ACH Origination Service is accessed via Business Online Banking, the Business Online Banking Addendum also applies.

Provisions of the Master Agreement with respect to indemnification obligations, limitations of liability, waiver of jury trial and additional terms, including Busey's right to audit Customer, apply to the Service provided herein.

CUSTOMER NAME: CITY OF CREVE COEUR **Tax ID** 436005772

By its authorized signature below, Customer agrees to the terms of this Product Addendum:

By:_____ Date: 07/11/17
Signature

Name: Mark Perkins Title: City Administrator

1. Definitions.

Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Master Agreement or the National Automated Clearing House Association ("NACHA") rules (the "NACHA Rules"). The term "Entries" shall have the meaning provided in the Master Agreement and shall also mean the data received from Customer hereunder from which Busey prepares Entries.

2. Transmittal of Entries by Customer.

a. Customer wishes to initiate Credit/Debit Entries by means of the ACH Network pursuant to the terms of this Product Addendum, and Busey is willing to act as an Originating Depository Financial Institution ("ODFI") with respect to such Entries. Customer shall transmit Credit/Debit Entries to Busey through the Business Online Banking Service, in compliance with all formatting, security and other requirements as are established and/or amended by Busey from time to time. In order for Customer to meet Busey's official Cut-Off Time, the ACH transaction must be transmitted by the time indicated on the schedule located on the Business page of www.busey.com, two (2) Business Days prior to the effective date. The total dollar amount of the transaction will be debited from or credited to the Customer's Account as defined in Section 15 on the Settlement Date of the transmittal. The total dollar amount of Credit/Debit Entries transmitted by Customer to Busey on any one day shall not exceed the Daily ACH Entry Limit initially established for Customer in the Set-Up and Maintenance Form. Busey may change such amount and set other exposure limits from time to time in its discretion with notice to Customer.

b. Busey accepts CCD, CTX, PPD, TAXCO and PAYCO Standard Entry ACH Class Codes, and will notify Customer if it adds additional Entry types.

c. In submitting any Entry, Customer is responsible for providing all information required by Busey. Customer bears sole and exclusive responsibility to verify that the information set forth in Entries submitted to Busey is authentic, accurate and conforms to the NACHA Rules. The Service is only designed to respond to information provided by Customer. Accordingly, any inaccuracy in any information provided by Customer may result in unintended processing by Busey. Busey bears no responsibility for detecting or reporting any error in data supplied by Customer and shall not be liable to Customer for any information provided by Customer with respect to an Entry, which is inaccurate, incomplete or otherwise incorrect.

3. Debit Entries for Consumer Accounts.

a. If the amount of a Debit Entry initiated by Customer for processing to a Receiver's Consumer Account (as defined in the NACHA Rules) with respect to a particular transaction differs from either that of the next or previous Debit Entry relating to the same authorization, or from the preauthorized amount, Customer shall, at least ten (10) calendar days before such Debit Entry is scheduled to be initiated, send the Receiver written notification of the amount of such Debit Entry and the date on or after which it is scheduled to be initiated. If Customer informs a Receiver of the right to such notification, the Receiver may elect to receive notice only when a Debit Entry does not fall within a specified range of amounts, or, alternatively, only when a Debit Entry differs from the most recent Debit Entry by more than an agreed upon amount.

b. Where a Receiver has authorized Customer to initiate Debit Entries to the Receiver's Consumer Account and Customer changes the date on or after which Debit Entries are scheduled to be initiated, Customer shall notify Receiver of the change at least seven (7) calendar days before the first Debit Entry effected by such change is scheduled to be initiated.

c. Busey reserves the right to charge Customer the amount of any fees it is charged by an RDFI for unauthorized Debit Entries to a Consumer Account originated by Customer.

4. Security Procedures.

Entries transmitted via Busey's Business Online Banking Service must comply with the Security Procedures described, and agreed to, in the Business Online Banking Product Addendum with respect to Entries transmitted by Customer to Busey, **including the use of OTPs (One-Time Passwords) and Tokens for certain transactions**. Customer acknowledges that the purpose of such Security Procedures is for verification of authenticity and not to detect an error in the transmission or content of an Entry. No Security Procedure for the detection of any such error has been agreed upon by Busey and Customer.

5. Compliance with Security Procedures.

If an Entry (or a request for cancellation or amendment of an Entry) received by Busey purports to have been transmitted or authorized by Customer, it will be deemed effective as Customer's Entry (or request) and Customer shall be obligated to pay Busey the amount of such Entry even though the Entry (or request) was not authorized by Customer, provided Busey accepted the Entry in good faith and acted in compliance with the Security Procedures with respect to such Entry.

6. Processing, Transmittal and Settlement by Busey.

a. Except as provided in Section 7, On-Us Entries, and Section 8, Rejection of Entries, Busey shall (i) process Entries received from Customer that conform with the file specifications set forth in the NACHA Rules, (ii) transmit such Entries as an ODFI to the ACH Operator, and (iii) settle for such Entries as provided in the NACHA Rules.

b. Busey shall transmit such Entries to the ACH Operator by the deadline of the ACH Operator two (2) Business Days prior to the Effective Entry Date shown in such Entries, provided (i) such Entries are received by Busey's related Cut-Off Time described in Section 2 of this Product Addendum, (ii) the Effective Entry Date is at least one day after such Business Day, and (iii) the ACH Operator is open for business on such Business Day. Entries shall be deemed received by Busey by electronic transmission, when the transmission and compliance with any related Security Procedure provided for herein is completed.

c. If any of the requirements of clause (i), (ii) or (iii) of Section 6(b) is not met, Busey shall use reasonable efforts to transmit such Entries to the ACH Operator by the next ACH deadline which is a Business Day and a day on which the ACH Operator is open for business.

7. On-Us Entries.

Except as provided in Section 8, Rejection of Entries, in the case of an Entry received for Credit/Debit to an account maintained with Busey (an "On-Us Entry"), Busey shall Credit/Debit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in clauses (i) and (ii) of Section 6(b) are met. If either of those requirements is not met, Busey shall use reasonable efforts to Credit/Debit the Receiver's account in the amount of such Entry no later than the next Business Day following such Effective Entry Date.

8. Rejection of Entries.

Entries may be rejected by Busey or the ACH Operator for reasons specified in the NACHA Rules. Busey may reject any Entry that does not comply with the requirements of Section 2, Transmittal of Entries by Customer, or Section 4, Security Procedures. Busey may reject any Entry if Customer has failed to comply with its Account balance obligations under Section 15, The Account. Busey will notify Customer by phone, electronic transmission, or in writing of such rejection no later than the Business Day such Entry would otherwise have been transmitted by Busey to the ACH Operator or, in the case of an On-Us Entry, its Effective Entry Date. Notices of rejection shall be effective when given. Busey shall have no liability to Customer by reason of the rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein. Customer may remake any rejected Entry as long as it fixes the cause of the rejection.

9. Cancellation or Amendment by Customer.

Customer shall have no right to cancel or amend any Entry after its receipt by Busey. However, an Authorized User may contact Busey in writing, fax or by e-mail with the details required for cancellation. If such request complies with the Security Procedures for the cancellation of Entries, Busey shall use reasonable efforts to act on a request by Customer for cancellation of an Entry prior to transmitting it to the ACH Operator or, in the case of an On-Us Entry, prior to crediting/debiting a Receiver's account, but shall have no liability if such cancellation is not effected. Customer shall reimburse Busey for any expenses, losses or damages Busey may incur in effecting or attempting to effect Customer's request for the cancellation of an Entry.

10. Returned Entries and Reinitiation.

a. Busey shall notify Customer, by secure mail or fax, or such other means as Busey deems appropriate, of the receipt of a returned Entry from the ACH Operator, no later than one Business Day after the Business Day of such receipt. Except for an Entry retransmitted by Customer in accordance with the requirements of Section 2, Transmittal of Entries by Customer, Busey shall have no obligation to reinitiate a returned Entry to the ACH Operator if Busey complied with the terms of this Product Addendum with respect to the original Entry. Customer shall be responsible for remaking and resubmitting any Debit Entries that may be returned as a separate batch in accordance with the NACHA Rules. Busey may debit the Account for all funds that Customer has received for Entries that are subsequently returned.

b. Customer's rights to reinitiate a returned Entry is limited: (i) where Customer requests, and Busey is capable, Busey may reinitiate Debit Entries returned due to insufficient or uncollected funds, but not more than two times following the return;

(ii) Customer may also reinitiate an Entry when corrective action has been taken to remedy the reason for the return; (iii) neither Customer nor Busey shall knowingly resubmit Debit Entries returned due to stop payment unless reinitiation has been separately authorized by the Receiver after the Entry was returned; and (iv) Customer may not reinitiate Entries returned as unauthorized or returns due to revocation or termination of an authorization. Entries must in all events be reinitiated no later than 180 days of the Settlement Date of the original Entry.

c. Busey will monitor the return rates of Customer's Entries and will require, within ten (10) Business Days of request, a detailed plan from Customer to reduce return rates considered excessive under the NACHA Rules or Busey may terminate this Agreement. Busey may charge Customer any fines or fees assessed against it by NACHA or an RDFI for returned Entries.

d. Busey may dishonor a returned Entry to the RDFI if the returned Entry was untimely, contained incorrect information, was misrouted, was a duplicate, or, resulted in an unintended credit to a Receiver related to the reversal process. Busey will transmit any dishonored return Entry within five (5) Business Days of the Settlement Date of the return.

11. Reversals.

Customer or Busey may initiate Reversing Entries as permitted by the NACHA Rules in the event that previously originated data is erroneous or duplicated. In so doing, Customer warrants that it has initiated Reversing Entries or files within five (5) Business Days of the original Entry or Entries and within twenty-four (24) hours of discovery of the error. Customer also warrants that the account holder of a Reversing Entry has been notified of the reversal, and the reason for the reversal, no later than the Settlement Day of the reversal. For both Reversing Entries and files, Customer shall indemnify all parties to the transactions(s) from and against any claim, demand, loss, liability or expense.

12. Notifications of Change.

Busey shall provide Customer all information, as required by the NACHA Rules, with respect to each Notification of Change (NOC) Entry or Corrected Notification of Change (Corrected NOC) Entry received by Busey relating to Entries transmitted by Customer. Busey must provide such information to Customer within two (2) Business Days of the Settlement Date of each NOC or Corrected NOC Entry. Customer agrees to make the necessary changes specified in such NOC prior to the next transmission or within six (6) Business Days, whichever is later. Busey may refuse an NOC containing incorrect or incomplete information.

13. Prenotification Entries.

Customer may send prenotification that Customer intends to initiate an Entry to a particular account in accordance with the procedures set forth in the NACHA Rules or as established by Busey. Customer may initiate live dollar Entries at least three (3) Business Days following the Settlement Date of the prenotification as long as there is not a return or NOC related to the prenotification received by Busey. If the prenotification is returned, Customer must research the reason for return and make any necessary corrections before transmitting, if permitted, another Entry. If the prenotification results in an NOC that Busey receives by the opening of business on the second Business Day following such Settlement Date, Customer must make the required changes prior to a subsequent Entry to the Receiver's account. If the NOC is received after that time, Customer must make required changes within six (6) Business Days or prior to a live Entry, whichever is later.

14. Payment for Entries.

a. Customer shall pay Busey the amount of each Entry transmitted by Busey pursuant to this Product Addendum, and the amount of each On-Us Entry, at such time on the Effective Entry Date of such Entry, as Busey, in its discretion, may determine. Busey reserves the right from time to time and on written notice to Customer to require Customer to pay Busey in collected funds the amount of any Entry up to three (3) Business Days in advance of transmittal of the Entry by Busey or otherwise to require adequate collateral to secure in advance the amount of such payment. Once Busey has given written notice of such requirement, Customer agrees to comply with this prepayment or collateralization obligation until such time as Busey shall give notice in writing waiving all or any part of such requirement.

b. Busey shall pay Customer the amount of each Debit Entry transmitted by Busey pursuant to this Product Addendum at such time on the Settlement Date with respect to such Debit Entry as Busey, in its discretion, may determine, and the amount of each On-Us Entry at such time on the Effective Entry Date with respect to such Entry as the Busey, in its discretion, may determine.

15. The Account.

a. Busey may, without prior notice or demand, obtain payment of any amount due and payable to it under this Product Addendum by debiting Customer's Account(s) and shall credit the Account(s) for any amount received by Busey by reason of the return of an Entry transmitted by Busey for which Busey has previously received payment from Customer. Such Credit shall be made as of the day of such receipt by Busey. Customer shall at all times maintain a balance of available funds in the Account sufficient to cover its payment obligations under this Product Addendum. In the event there are not sufficient available funds in the Account to cover Customer's obligations under this Product Addendum, Busey may exercise its rights under the Master Agreement.

b. Entries transmitted by Busey or credited to a Receiver's account maintained with Busey will be reflected on Customer's Periodic Statement issued by Busey with respect to the Account pursuant to the Account Agreement between Busey and Customer.

c. Customer may from time to time originate Entries on behalf of clients that are not processed against a Busey account. If any of these transactions, either Debit or Credit, are returned to Busey for any reason, Busey is hereby authorized to charge those transactions to Customer's Account.

16. Customer Representations, Warranties and Covenants; Indemnity.

Customer represents, warrants and covenants to Busey and agrees that:

a. Each person shown as the Receiver on any Entry received by Busey from Customer has authorized in writing and in advance the initiation of such Entry with respect to the Receiver's account in the amount and on the Effective Date shown on such Entry.

b. Each authorization will be valid and effective at the time of transmittal or crediting by Busey as provided herein.

c. Customer shall ensure that the origination of ACH transactions complies with the laws of the United States. This includes, but is not limited to sanctions enforced by the Office of Foreign Assets Control ("OFAC"). It shall further be the responsibility of Customer to obtain information regarding such OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline at (800) 540-OFAC or at *www.treas.gov/offices/eotffc/ofac/index.html*.) Customer shall not originate ACH transactions to or act on behalf of a blocked party. Customer realizes Busey holding an account or otherwise acting on behalf of a blocked party is responsible for freezing the proceeds of ACH transactions involving the party and reporting them to OFAC.

d. Customer shall comply with all applicable laws, regulations, and the NACHA Rules in effect from time to time, including without limitation, the provision for making payment of a Credit Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry, and Customer specifically acknowledges that it has received notice of the relevant Rule and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and Customer shall not be deemed to have paid the Receiver the amount of the Entry.

e. If a Receiver alleges an error under the Electronic Fund Transfer Act, Regulation E of the Bureau of Consumer Financial Protection or any other applicable law with regard to a Debit Entry, including a claim that the Debit Entry was unauthorized, Customer shall promptly investigate the claim of error and shall, upon Busey's request, provide Busey with copies of all documentation relating to such error to allow for appropriate adjustments to the Receiver's account, if any are required.

f. All of Customer's warranties and representations shall be in full force and effect at the time of receipt and transmittal by Busey of each Entry.

Customer shall indemnify Busey against any loss, liability or expense, including reasonable attorneys' fees, litigation cost, and expenses, resulting from or arising out of any breach of any of the foregoing.

17. Busey Responsibilities and Liability.

In the performance of the Service required by this Product Addendum, Busey shall be entitled to rely solely on the information, representations, and warranties provided by Customer pursuant to this Product Addendum, and shall not be responsible for the accuracy or completeness thereof. Busey shall be responsible only for performing the services expressly provided for in this Product Addendum. Busey shall not be responsible for Customer's acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or authorization of any Entry received from Customer) or those of any other person, including without limitation any Federal Reserve Bank, ACH or transmission or communications facility, any Receiver or RDFI (including without limitation the return of an Entry by such Receiver or RDFI), and no such person shall be deemed Busey's agent.

18. NACHA Rules.

A copy of the NACHA Rules may be obtained from NACHA at 13665 Dulles Technology Drive, Suite 300, Herndon, VA 20171. Instructions for obtaining a copy of the NACHA Rules are also available at *www.nacha.org*. Busey reserves the right to suspend or terminate this Product Addendum if any of the NACHA Rules are breached or if Customer takes any action that does not permit Busey to comply with the NACHA Rules. In the event Customer violates any of the applicable NACHA Rules and NACHA imposes a fine on Busey because of Customer's violation, Busey may charge the fine to Customer. Customer agrees to obtain information about revisions to the NACHA Rules through use of the above named references.

19. Inconsistency of Name and Account Number.

Customer acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by Busey to the RDFI may be made by the RDFI (or by Busey in the case of an On-Us Entry) on the basis of the account number supplied by Customer, even if it identifies a person different from the named Receiver, and that Customer's obligation to pay the amount of the Entry to Busey is not excused in such circumstances.

20. Evidence of Authorization and Data Retention.

a. Customer shall retain data on file that is adequate to permit remaking of Entries for fourteen (14) days following the date of their transmittal by Busey as provided herein, and shall provide such data to Busey within five (5) Business Days of Busey's request.

b. The NACHA Rules require Customer to obtain authorizations in proper form from all Receivers, consumer and corporate, and Customer shall retain such consents and authorizations for **two** years after they expire. Customer must provide a copy of the

authorization to Consumer Receivers for Debit Entries to be initiated and Customer must respond to Busey within five (5) Business Days of a request for evidence of an authorization. Upon request, Busey will provide forms for authorizations.

c. Without limiting the generality of the foregoing provision, Customer specifically agrees to be bound by and comply with all applicable provisions of the NACHA Rules regarding the retention of documents, including, without limitation, Customer's responsibilities to retain all items, source documents or any record.

21. Electronic Media and Other Records.

All magnetic media, Entries, Security Procedures and related records used by Busey for transactions contemplated by this Product Addendum shall be and remain Busey's property. Busey may, at its sole discretion, make available such information upon Customer's request. Any expenses incurred by Busey in making such information available to Customer shall be paid by Customer.

22. Customer's Use of Third Party Processor.

Customer shall not engage a third party processor ("Processor") to generate and/or transmit Entries to Busey without the prior written consent of Busey and without requiring such third party to first enter into a written agreement with Busey setting out the relationship, rights and duties between such processor and Busey. Customer agrees any such Processor shall be Customer's agent for all purposes under this Product Addendum, including the right of Busey to give notices to such Processor and receive directions as created by Busey from such Processor, all on behalf of Customer. Customer shall indemnify Busey against a loss, liability or expense, including reasonable attorney's fees, with regard to any breech of this Product Addendum that may result from the actions of any such Processor.

23. Cooperation in Loss Recovery Efforts.

In the event of any damages for which Busey or Customer may be liable to each other or to a third party pursuant to the Service provided under this Product Addendum, Busey and Customer will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.

24. Encryption and ACH Security Framework.

a. Customer shall, with respect to information transmitted or exchanged between Customer and Busey and with any Processor using an unsecured electronic network, both prior to the key entry and through transmission of any such information (i) encrypt the information or (ii) transmit or receive the information via a secure session, in either case using a commercially reasonable security technology that complies with applicable regulatory requirements. Customer shall implement advancements to such encryption technology as they become available.

b. Customer will comply with the NACHA ACH Security framework and will establish, implement, and update, as appropriate, policies, procedures, and systems with respect to the initiation, processing, and storage of Entries that are designed to: (i) protect the confidentiality and integrity of Protected Information until its destruction; (ii) protect against anticipated threats or hazards to the security or integrity of Protected Information until its destruction; and (iii) protect against unauthorized use of Protected Information that could result in substantial harm to a natural person. "Protected Information" for this purpose means the non-public personal information, including financial information, of a natural person used to create, or contained within, an Entry and any related addenda record.

25. Termination.

Busey may suspend the Service or terminate this Product Addendum at any time that it suspects Customer violated the NACHA RULES. Busey's rights to otherwise cancel the Service and terminate this Product Addendum are set forth in the Master Agreement. Customer may terminate the use of the Service by contacting Busey in writing by mail or personal delivery to Busey Bank at the address in Section 7 of the Master Agreement or by e-mail to businessaccess@busey.com. Customer will remain responsible for all transactions approved by the system prior to the cancellation, and for any other fees associated with the Service prior to termination.

ACH Risk Exposure

Setup and Approval Form

Company Name: CITY OF CREVE COEUR Company Tax ID: 436005772

Grade: Unassigned Date: 07/11/17

Will ACH Transactions be **Prefunded**? (**Credits Only**) ☐ Yes ☑ No
ACH Approval Type: ☑ Same User Allowed ☐ Different User Required
ACH File Type: (**Prefund cannot have Pass-Thru**) ☐ Pass-thru ☐ Batch ☑ Both
Is the customer a borrowing customer? ☐ Yes ☑ No

Settlement Account: The following Busey account will be charged for returns.
Account Title _____ Account Number: _____

Which of the following Standard Entry Class codes will the company originate ACH files under?
☑ PPD Prearranged Payment and Deposit Entry ☑ Include PPD+
☐ CCD Cash Concentration or Disbursement ☐ Include CCD+
☐ CTX Corporate Trade Exchange

Limitations: This is the largest total dollar amount that may be authorized for the Customer to originate on any particular date. ACH Limits are subject to Busey's credit underwriting policy. This limit may be verified by Busey prior to processing ACH batches and if exceeded, Busey may decline processing the entries without any liability to Customer.

Total Overall ACH Limit Needed for 1 Day $ 500,000.00

List all company IDs used by the company for ACH origination:

Company ID: (Max. 10 digits)	Company Name: (Max. 16 digits)	Offset Account(s): (Separate each allowed acct for this company ID by a comma.) ****If Prefund only one account per Company ID**
1436005772	City of Creve Co	670000106
2436005772	City of Creve Co	670000106
3436005772	City of Creve Co	670000106

Authorized Company Representative Signature
Mark Perkins
Printed Name
City Administrator
Title

Authorized Busey Signature
Jason Freeman
Printed Name
EVP
Title

busey.com 1.800.67| Busey Member FDIC
Busey® Your Dream. Our Promise.

Busey® Cash Management
Check Positive Pay Addendum

This Positive Pay Addendum ("Product Addendum") governs Customer's use of Busey's Positive Pay Service (the "Service"). This Product Addendum, together with the Cash Management Master Agreement between Customer and Busey (the "Master Agreement"), the Set-Up and Maintenance Form and any additional manuals, instructions and authorization forms provided in connection therewith, comprise the terms and conditions for Positive Pay. It is a "Service" within the meaning of the Master Agreement, and this Product Addendum is a "Product Addendum" within the meaning of the Master Agreement. Those Accounts that Customer accesses through the Service will also remain subject to the Account Agreement, and, because the Service is accessed via Business Online Banking, the Business Online Banking Addendum also applies.

Provisions of the Master Agreement with respect to indemnification obligations, limitations of liability, waiver of jury trial and additional terms, including Busey's right to audit Customer, apply to the Service provided herein.

CUSTOMER NAME: CITY OF CREVE COEUR Tax ID: 436005772

By its authorized signature below, Customer agrees to the terms of this Product Addendum:

By:_____ Date: 07/11/17
Signature

Name: Mark Perkins Title: City Administrator
Print Name

1. Definitions.

Unless otherwise defined herein, capitalized terms have the meanings provided in the Master Agreement.

"Exception Item" means an Item that does not match the Items Issue Data.

"Exception Report" means a listing of Exception Items Busey makes available to Customer online.

"Item" means a check that is drawn on an Account.

"Items Issued Data" means the Item information that Customer prepares and electronically transmits in the Items Issued File containing information on Items issued against an Account for purposes of performing the Service.

"Items Issued File" means the file that Customer prepares and electronically transmits containing Items Issued Data.

"Service" or "Positive Pay Service" means the cash management service provided under this Product Addendum.

2. Positive Pay Service.

a. Busey will perform its Positive Pay Service for each of Customer's Accounts at Busey that is designated for the Service by Customer and Busey. In performing the Service, Busey will make the determination to pay each Item drawn on an Account based upon an automated comparison of pertinent information appearing on such Item and the corresponding Items Issued Data provided by Customer. Customer remains responsible for maintaining a balance of available funds in each Account which is sufficient to cover the Items which Busey is authorized to pay under this Product Addendum, and Busey reserves the right, in its sole discretion, to return any Item which is not covered by available funds in the Account on which such Item is drawn.

b. Customer shall transmit to Busey the Items Issued Data, including any outstanding (unpaid) Items issued prior to the commencement of the Service. Such information shall be compiled and maintained by Busey during the term of this Product Addendum for use by Busey in performing the Service. Customer remains responsible for maintaining its own records of Items Issued Data, including copies of the Items Issued Files, for Customer's accounting record keeping, and internal control purposes.

c. Busey is authorized and directed to honor and charge to the Account each Item presented to Busey whose magnetically encoded Item serial number and corresponding dollar amount match any listing in the Items Issued Data, without manual examination for signature verification or for any other purpose. Without limiting the foregoing, Busey is authorized to pay such matching Items regardless of whether (i) such Items are unsigned or stale dated, (ii) any manual or facsimile signatures are genuine and authorized by or on behalf of Customer, (iii) such Items are in fact issued by Customer, (iv) such Items are made out to the intended payee, and (v) the amount of any such Items exceeds any general limitation otherwise specified by Customer for the Account. Customer agrees that such automated processing and payment of Items which match the Items Issued Data shall constitute ordinary care by Busey.

d. For any Exception Item, Busey shall notify Customer of the Item number and amount of such Exception Item, and request Customer's instruction to either pay or return such Item. Busey shall also furnish a copy of such Item to Customer in an Exception Report. Busey's notification to Customer regarding Exception Items shall be through use of Business Online Banking on the next Business Day following the day the Items in question are presented to Busey for payment.

e. For each Exception Item that is reported by Busey to Customer, Customer shall instruct Busey to either pay or return (dishonor) such Exception Item. Customer's instruction shall be given through use of the Business Online Banking Service, shall include the Item number and amount, and shall be communicated to Busey's Treasury Operations prior to 10:00 a.m. (Champaign, IL time) on the same Business Day as Busey's notification to Customer regarding the presentment of such Item. If Customer fails to properly instruct Busey with respect to any Exception Item prior to the 10:00 a.m. (Champaign, IL time) Cut-Off Time, then Busey is authorized and directed to act in accordance with Customer's written default procedures for the disposition of Exception Items (such default procedures are given by Customer in the Set-Up and Maintenance Form, and may be changed by Customer upon five (5) Business Days prior written notice to Busey). Applicable law requires that Busey as the drawee/payor bank indicate the reason for returning Items presented to Busey for payment, and Busey is authorized to indicate as the reason for such return either "payment stopped," "refer to maker," or other reason Busey deems appropriate.

3. Limitations.

a. Items Covered by Service. This Service applies to Items that are presented for payment to Busey through normal inter-bank clearings. It is not designed to compare Customer's list of issued Items against Items that are presented in any other manner (e.g. at a teller window, through an automated teller machine, or by mail). At Busey's sole discretion, Busey may attempt to compare Customer's list with such Items, however, Busey will not be liable for failure or refusal to do so.

b. Exceptions. Busey assumes no duty to identify and/or return duplicate Items, Items with duplicate serial numbers, miss-encoded Items, or Items lacking an encoded serial number. The Service does not apply to Items that have been finally paid before the effective date of any listing.

c. Reliance on MICR Encoding. Busey will not be obligated to verify signatures on any Items that match the Items Issued Data Customer provides. Customer understands and agrees that Busey may compare Customer's information on approved Items with information which is encoded on the Items presented to Busey for payment. Busey will not be required to physically examine matching Items to confirm they are properly signed, completed and encoded. Busey may rely on such a process and the process will be deemed an acceptable standard of care for this Service and Account. Customer understands that the Service may not identify counterfeit or duplicate Items. As such, Customer shall review promptly all statements, returned Items, reports and other Item and transaction information Busey makes available to them.

d. Accuracy of Information. Customer shall provide Items Issued Data to Busey in the form and format that Busey specifies for this Service as stated in the Set-Up and Maintenance Form. Customer assumes full responsibility for the completeness and accuracy of all information furnished to Busey. Busey assumes no responsibility for detecting or correcting ambiguous, incomplete, untimely or inaccurate information provided by Customer. Busey's willingness to process nonconforming information will not be considered a waiver of any requirement of this Product Addendum, and Busey may discontinue processing nonconforming information without prior notice.

e. Stale-Dated and Post-Dated Items. Busey may pay stale-dated and post-dated Items unless Customer places a stop payment order on such Items or removes them from the list of Items approved for payment. Stale dated Items will be an exception on which Customer will need to make a decision regarding disposition of the Item. Once the decision is made Busey will act on Customer's decision.

f. Reporting. Upon request, Busey can provide Customer with reports detailing Item information. Busey makes no representation or warranty regarding the accuracy of these reports and makes them available only as an accommodation to Customer. Customer agrees to indemnify, defend and hold Busey harmless from every loss, liability and claim arising from information provided on, or excluded from, any reports provided by Busey.

4. Security Procedures.

The Service will be accessed via a portal within Busey's Business Online Banking Service. Customer and Busey shall comply with the Security Procedures requirements described, and agreed to, in the Business Online Banking Addendum. Customer acknowledges that the Security Procedures are used to verify the authenticity of, and not to detect errors in each Items Issued File. Busey shall conclusively presume that the Items Issued File has been submitted by an Authorized User, and Busey will regard the Items Issued File from such a person as being payment instructions authorized by Customer. The Items Issued File shall be effective as the instruction of Customer, whether or not authorized and regardless of the actual identity of the signer, sender, or transmitter thereof, if such Items Issued File is received in accordance with the applicable Security Procedures, and if Busey accepts the Items Issued File in good faith. In addition, the Business Online Banking system will provide a confirmation that the file transmission has been successful. Busey has no obligation to accept any Items Issued File that is not transmitted in compliance with the format requirements and the Security Procedures. Busey shall not be liable for any losses or costs suffered by Customer as a result of Busey's refusal to act upon any Items Issued File transmitted to Busey other than in accordance with the Security Procedures.

5. Stop/Void of Items.

The following Security Procedure is available for Customer to instruct Busey to stop/void Items Issued File data prior to the settlement of the Item.

"**Stop Payment**" indicates the Items on which Customer seeks to stop payment. Customer will also need to follow Busey's instructions to stop payment on the actual Item.

"**Voided Check**" indicates Items that Customer has issued but does not intend to be negotiated.

If Customer wishes to perform a stop/void, Customer's Administrator or other Authorized User must transmit the Items Issued File data to be stopped/voided in the next Business Day's transmission to Busey along with the current Items Issued File (if any) using the appropriate transaction code.

6. Items Issued File.

Customer is solely responsible for the proper formatting, as described in the Set-Up and Maintenance Form, accuracy, completeness, and timely delivery of each Items Issued File delivered or transmitted to Busey by or on behalf of Customer. Any Items Issued File received by Busey after the Cut-Off Time established by Busey may be treated by Busey as received on the following Business Day. Busey is not responsible for detecting errors contained in any Items Issued File, and Busey is entitled to rely on the information contained in each Items Issued File, and in the Items Issued Data maintained by Busey reflecting all such Items Issued Files transmitted by Customer, as being correct, complete, and up-to-date. If Busey rejects any Items Issued File, Busey will endeavor, but is not obligated, to notify Customer by phone, electronic transmission, or other reasonable means by 4:00 p.m. (Champaign, IL time) on the same Business Day. If Customer's transmission of any Items Issued File is rejected by Busey because it does not conform to the applicable requirements, Customer shall prepare and transmit a corrected Items Issued File to Busey. Customer's cancellation or amendment of any Items Issued Data previously transmitted to Busey for any Item in a Items Issued File shall not be effective or binding upon Busey after (i) that Item has been presented to Busey, and (ii) Busey has either paid, certified, or settled for the Item, and Busey shall not be obligated to revoke the settlement for any such Item.

7. Back-up Process.

In the event that the Business Online Banking Service is not available and/or Customer cannot access the online system to review the Exception Report, Busey may, in its sole discretion and to the extent that Busey has received the requisite Item Issued File, fax an Exception Report to Customer's fax number. In the event that Busey provides customer with an Exception Report via facsimile, Customer must notify Busey of its "pay" or "return" decision by the deadline by faxing a completed copy of the form to Busey at the fax number shown thereon. Busey will then process the Exception Items in accordance with the provisions above.

8. Customer Liability.

Customer agrees to indemnify and hold Busey harmless as set forth in this Product Addendum from and against any and all other claims, demands, losses, liabilities, or expenses (including attorneys' fees and court costs), resulting directly or indirectly from the delay or failure of Customer to deliver correct and conforming Item Issued Data to Busey or Busey's return of Items which do not match the Items Issued Data, or for which Item Issued Data has not been received by Busey in accordance with the Security Procedures.

9. Termination.

Busey's rights to cancel the Service and terminate this Product Addendum are set forth in the Master Agreement. Customer may terminate the use of the Service by contacting Busey in writing by mail or personal delivery to Busey Bank at the address in Section 7 of the Master Agreement or by e-mail to businessaccess@busey.com. Customer will remain responsible for all transactions approved by the system prior to the cancellation, and for any other fees associated with the Service prior to termination.

Account Reconciliation

Setup Form

Company Name CITY OF CREVE COEUR Company Tax ID 436005772

Account Reconciliation Services (Check all that apply.)

- ✓ Check Positive Pay
  - Match Payees
  - Scrub Exceptions
- Full Reconciliation
- Deposit Reconciliation
  - Locations: _____

Companywide Default Check Positive Pay Decision ☑ Pay ☐ Return

Sample new issue file sent securely to ^CM Implementation

670000157

Authorized Accounts		Check Pos Pay	Deposit Recon	Full Recon
Account Number	Account Name			
670000085		✓		
670000093		✓		
670000106		✓		
670000114		✓		
670000122		✓		
670000130		✓		

670000149

Authorized Users				Check Pos Pay	Deposit Recon	Full Recon
First & Last Name	Email Address	Phone Number	Authorized Accounts			
Tracy Brothers			All except 670000093	✓		
Sherry Hall			All except 670000093	✓		
Debbie Loso			All except 670000093	✓		
Catherine Melvin			All except 670000093	✓		

Billing Information:

☐ Hard Charge DDA #: _____ ☐ Acct. Analysis DDA #: _____

_____
Authorized Company Representative Signature

Mark Perkins
Printed Name

City Administrator
Title

07/11/17
Date

busey.com

Member FDIC

Busey
Your Dream. Our Promise.

Cash Management
ACH Blocking and Filtering and ACH Positive Pay Services Addendum

This Addendum ("Product Addendum") governs Customer's use of Busey's ACH Blocking and Filtering Service and ACH Positive Pay Service (collectively, the "Services"). This Product Addendum, together with the Cash Management Master Agreement between Customer and Busey (the "Master Agreement"), the Set-Up and Maintenance Form, and any additional manuals, instructions and authorization forms provided in connection therewith and herewith, comprise the terms and conditions for the Services. Together the Services constitute a "Service" within the meaning of the Master Agreement, and this Product Addendum is a "Product Addendum" within the meaning of the Master Agreement. Those Accounts that Customer accesses through the Services will also remain subject to the Account Agreement.

Provisions of the Master Agreement with respect to indemnification obligations, limitations of liability, waiver of jury trial and additional terms, including Busey's right to audit Customer, apply to the Services provided herein. Unless otherwise defined herein, capitalized terms have the meanings provided in the Master Agreement of the Business Online Banking Addendum.

CUSTOMER NAME: CITY OF CREVE COEUR Tax ID: 436005772

By its authorized signature below, Customer agrees to the terms of this Product Addendum:

By:_____ Date: 07/11/17
Signature

Name: Mark Perkins Title: City Administrator

ACH BLOCKING AND FILTERING SERVICE

The following terms and conditions set forth the requirements for Busey to stop payment on all or some ACH Entries that are originated to post to the Account(s) (each a "Debit Entry").

1. Instructions.

Customer will provide Busey with written ACH Blocking and Filtering instructions ("Instructions") for ACH Entries on which Customer desires Busey to stop payment or not post to Customer's Account(s). Customer agrees to comply with the NACHA Rules for all Entries.

2. Busey Rights and Responsibilities.

a. Busey will automatically return any Entry that meets the Instructions.

b. Busey may also return an Entry that would be returned for any reason under the NACHA Rules. Busey may also pay any Entries, Reversals or adjustments which Busey is required to accept under the NACHA Rules, operating circulars or any other applicable rule, guideline or regulation.

c. The ACH Block Service does not apply to transactions between Customer and Busey, and Busey may pay Entries that Customer has authorized Busey to originate against Customer's Account (e.g., loan or credit card payments), whether or not Customer has included these in Customer's authorization criteria.

d. If an ACH Block is terminated for any reason, Busey will no longer be obligated to monitor Entries against Customer's authorization criteria and will receive and accept or return Entries to Customer's account in accordance with Busey's normal procedures. Customer still has the right to return Entries in accordance with the NACHA Rules.

3. Coordination with ACH Positive Pay.

If Customer also subscribes to the ACH Positive Pay Service, Customer will still need to make Customer's decisions under Customer's ACH Positive Pay Service. Such decisions will supersede the terms contained in Customer's ACH Blocking and Filtering Service.

ACH POSITIVE PAY AND POSITIVE PAY PLUS SERVICE

The ACH Positive Pay and Positive Pay Plus Service allows Customer to access, through Business Online Banking, all ACH Entries, Debits or Credits, that have been blocked in accordance with the ACH Blocking and Filtering Service. Customer may use the Service to allow specified ACH Debits or Credits to be posted to Customer's Account, and to decline to allow other specified ACH Entries to be so posted. Customer may also use the ACH Positive Pay Service to establish rules to apply to future ACH Entries, so that such future ACH Entries will be allowed or declined automatically.

1. **Terms of ACH Positive Pay.**

a. Busey may establish time periods and Business Day Cut-Offs within which Customer may act on a particular ACH Entry, and may change such time periods and deadlines at any time without notice. Customer may establish limits and restrictions on the types or rules with respect to ACH Entries.

b. Customer must authorize and provide permissions for Authorized Users on the Set-Up and Maintenance Form. Customer must access the daily reports of exception items via Business Online Banking. Using such website, Customer must then notify Busey which exception items to pay/accept or which to return. If Customer fails to notify Busey by the Business Day Cut-Off, Busey will handle the exception items in accordance with the prescribed default procedure as outlined in the instructions.

c. Customer may request to receive e-mail notifications of Customer exception items. These notifications are further described in the applicable Instructions.

2. **Busey's Rights.**

a. Customer acknowledges that Busey's ACH Positive Pay and Positive Pay Plus Service does not preclude Busey's standard ACH processing procedures, which may cause an ACH Entry to be dishonored even if Customer instructions do not otherwise require Busey to return such ACH Entry.

b. Customer acknowledges that the Service is intended to be used to identify and return ACH Entries that Customer suspects in good faith are unauthorized. It is not intended to be used as a substitute for authorization instructions or to delay Customer pay/accept return decisions on exception items, including and not limited to stop payment orders on ACH Entries that are not suspected in good faith to be unauthorized. If Busey suspects or deems, in Busey's sole discretion, that Customer is using the Service contrary to those intentions, Busey may require Customer to provide evidence that ACH Entries Busey returns pursuant to the Instructions were in fact unauthorized. In addition, Busey may hold Customer liable for losses Busey sustains on ACH Entries that Busey is requested to return under such Service and which Customer does not reasonably establish as unauthorized ACH Entries.

ACH Positive Pay — Authorization Rules

Setup Form

Company Name CITY OF CREVE COEUR Company Tax ID 436005772

Billing Information:
☐ Hard Charge DDA #: _ _ _ _ _ _ _ _ _ _ _ ☐ Acct. Analysis DDA #: _ _ _ _ _ _ _ _ _ _ _

Companywide Default Check Positive Pay Decision ☐ Pay ☑ Return

Notification Type for *All* Transactions ☑ Create Exception ☐ Email Notification Only

White List - Allows certain companies or types of ACH transactions to post to their account

Account Number	Company ID Max 10 Char	Description	Standard Entry Class Code	Debits or Credits	Maximum Allowable Amount
670000085	ALL	ALL	ALL	☐ Both Debits & Credits ☐ Debits Only ☐ Credits Only	
670000085	1131996647	ACS SLS	ALL	☐ Both Debits & Credits ■ Debits Only ☐ Credits Only	$ 212.33
670000085	1430559760	AMERENMO	ALL	☐ Both Debits & Credits ■ Debits Only ☐ Credits Only	$ 40,000.00
670000085	1710397782	AR MYWORKERS	ALL	☐ Both Debits & Credits ■ Debits Only ☐ Credits Only	$ 117.00
670000085	3335671233	CSI MODR TAX	CCD	☐ Both Debits & Credits ■ Debits Only ☐ Credits Only	
670000085	3387702000	IRS	ALL	☐ Both Debits & Credits ■ Debits Only ☐ Credits Only	$ 90,000.00

Authorized Users

User Name	Email Address	Phone Number
Tracy Brothers		
Debbie Loso		

Authorized Company Representative Signature City Administrator — **Title**

Mark Perkins — **Printed Name** 07/11/17 — **Date**

busey.com Member FDIC 06.13.14

Busey® Your Dream. Our Promise.

ACH Positive Pay

White List Attachment

Company Name: City of Creve Coeur

Identification Number: 436005772

Add	Change	Delete	White List - Allows certain companies or types of ACH transactions to post to their account					
			Account Number	Company ID Max 10 Char	Description	Standard Entry Class Code	Debits or Credits	Maximum Allowable Amount
☐	☐	☐	670000085	3581115569	FSPC	ALL	Both Debits & Credits / Debits Only / Credits Only	974.75
☐	☐	☐	670000085	5580278260	HARLAND CLARKE	ALL	Both Debits & Credits / Debits Only / Credits Only	150.00
☐	☐	☐	670000085	5710294708	VOYA RET ANN 580	ALL	Both Debits & Credits / Debits Only / Credits Only	8500.00
☐	☐	☐	670000085	941687665B	BANK OF AMERICA	ALL	Both Debits & Credits / Debits Only / Credits Only	
☐	☐	☐	670000085	T383498866	INFORMATIX MISDU	ALL	Both Debits & Credits / Debits Only / Credits Only	190.00
☐	☐	☐	670000093	ALL	ALL	ALL	Both Debits & Credits / Debits Only / Credits Only	
☐	☐	☐	670000106	ALL	ALL	ALL	Both Debits & Credits / Debits Only / Credits Only	
☐	☐	☐	670000106	1436005772	CITY OF CREVE CO	ALL	Both Debits & Credits / Debits Only / Credits Only	215000.00
☐	☐	☐	670000106	2436005772	CREVE COEUR CR	ALL	Both Debits & Credits / Debits Only / Credits Only	25000.00
☐	☐	☐	670000106	2436005772	ICMA	PPD	Both Debits & Credits / Debits Only / Credits Only	
☐	☐	☐	670000114	ALL	ALL	ALL	Both Debits & Credits / Debits Only / Credits Only	
☐	☐	☐	670000114	1430368139	LACLEDE GAS CO	ALL	Both Debits & Credits / Debits Only / Credits Only	3500.00
☐	☐	☐	670000114	5430368139	LACLEDE GAS - 5430	ALL	Both Debits & Credits / Debits Only / Credits Only	1500.00

City Administrator

Authorized Company Representative Signature — Title

Mark Perkins — 07/11/17

Printed Name — Date

Busey
Your Dream. Our Promise.

ACH Positive Pay

White List Attachment

Company Name: City of Creve Coeur

Identification Number: 436005772

Add	Change	Delete	White List - Allows certain companies or types of ACH transactions to post to their account					
			Account Number	Company ID Max 10 Char	Description	Standard Entry Class Code	Debits or Credits	Maximum Allowable Amount
■	☐	☐	670000122	ALL	ALL	ALL	Both Debits & Credits / Debits Only / Credits Only	
■	☐	☐	670000122	1134992250	AXP DISCNT	CCD	Both Debits & Credits / Debits Only / Credits Only	
■	☐	☐	670000122	1411877307	DELUXE BUS SYS	CCD	Both Debits & Credits / Debits Only / Credits Only	
■	☐	☐	670000122	1430559760	AMERENMO UTIL	PPD	Both Debits & Credits / Debits Only / Credits Only	
■	☐	☐	670000122	5430368139	LACLEDE GAS - 5430	ALL	Both Debits & Credits / Debits Only / Credits Only	
■	☐	☐	670000122	941687665B	FEE CTY	CCD	Both Debits & Credits / Debits Only / Credits Only	
■	☐	☐	670000122	941687665B	FEE	CCD	Both Debits & Credits / Debits Only / Credits Only	
■	☐	☐	670000130	ALL	ALL	ALL	Both Debits & Credits / Debits Only / Credits Only	
■	☐	☐	670000149	ALL	ALL	ALL	Both Debits & Credits / Debits Only / Credits Only	
■	☐	☐	670000149	941687665B	FEE	CCD	Both Debits & Credits / Debits Only / Credits Only	
■	☐	☐	670000149	941687665B	BOFA MERCH SVCS	CCD	Both Debits & Credits / Debits Only / Credits Only	
■	☐	☐	670000157	ALL	ALL	ALL	Both Debits & Credits / Debits Only / Credits Only	
■	☐	☐	670000157	431303571	ASI HEALTH CARE	PPD	Both Debits & Credits / Debits Only / Credits Only	

Authorized Company Representative Signature

City Administrator
Title

Mark Perkins
Printed Name

07/11/17
Date

Busey®
Your Dream. Our Promise.

Busey® Cash Management
Sweep Accounts Addendum

This Sweep Accounts Addendum ("Product Addendum") governs Customer's use of Busey's Sweep Account Services (each a "Sweep Service"). This Product Addendum, together with the Cash Management Master Agreement between Customer and Busey (the "Master Agreement"), the Set-Up and Maintenance Form and any additional manuals, instructions and authorization forms provided in connection therewith, comprise the terms and conditions for Sweep Services. They are each a "Service" within the meaning of the Master Agreement, and this Product Addendum is a "Product Addendum" within the meaning of the Master Agreement. Those Accounts that Customer accesses through the Service will also remain subject to the Account Agreement.

Provisions of the Master Agreement with respect to indemnification obligations, limitations of liability, waiver of jury trial and additional terms, including Busey's right to audit Customer, apply to the Services provided herein.

CUSTOMER NAME: CITY OF CREVE COEUR Tax ID: 436005772

By its authorized signature below, Customer agrees to the terms of this Product Addendum:

By:_____ Date: 07/11/17
Signature

Name: Mark Perkins Title: City Administrator

1. Definitions.

Unless otherwise defined herein, capitalized terms have the meanings provided in the Master Agreement.

"Available Funds" means the net funds in the Sweep Target Account(s) that are eligible to be swept at the end of a Business Day after taking into account all deposits and checks and other items drawn on the Account. The funds availability policy of Busey will apply to deposits in the Sweep Target Account.

"Destination Account" means the Account at Busey, as shown on the Set-Up and Maintenance Form, that Customer has designated as being covered by the Sweep Service described herein and on which Customer authorizes Busey to transfer Available Funds, on a daily basis, to or from a Sweep Target Account in order to achieve the selected sweep of funds. The Destination Account may be an MMDA if the Sweep Service selected is an MMDA Sweep; the Destination Account may be the Line of Credit Account if the Sweep Service selected is a Commercial Loan Sweep; the Destination Account may be another Account at Busey if the Sweep Service selected is a Zero Balance or Target Balance Sweep.

"Sweep Service" means the specific sweep option selected by Customer on the Set-Up and Maintenance Form.

"Sweep Target Account" means an Account at Busey, as shown on the Set-Up and Maintenance Form, which Customer has designated as being covered by the Sweep Service described herein and on which Customer authorizes Busey to transfer out on a daily basis funds in the amount of any Target Balance Excess, and/or in some Sweep Services to transfer funds in the amount of any Target Balance Shortfall so that at the opening of each Business Day the Sweep Target Account will have the Target Balance.

"Target Balance" means the Available Funds balance designated on the Set-Up and Maintenance Form that Customer wishes to maintain in the Sweep Target Account and above which Busey will sweep funds out of the Sweep Target Account and into which Busey may sweep funds. For the Zero Balance Sweep Service, the Target Balance will be zero.

"Target Balance Excess" means the amount of Available Funds in the Sweep Target Account at the end of any Business Day in excess of the Target Balance.

"Target Balance Shortfall" means, on any Business Day, the amount by which the Available Funds balance in the Sweep Target Account is less than the Target Balance.

2. Sweep Services.

As described further below, Busey offers its customers the following Sweep Service options:

- Target Balance Sweep
- Zero Balance Sweep
- Commercial Loan Sweep
- MMDA Sweep

Sweep Services are automatic and occur on any Business Day after the final posting of items in the Sweep Target Account.

3. Target Balance Sweep.

This Sweep Service will transfer on each Business Day to one or more Destination Accounts the amount of Target Balance Surplus in a Sweep Target Account and, as needed, will transfer on each Business Day from one or more Destination Accounts to the Sweep Target Account amounts necessary to cover any Target Balance Shortfall. In each event, the funds will be swept in increments as provided on the Set-Up and Maintenance Form.

4. Zero Balance Sweep.

This Sweep Service transfers on each Business Day to the Destination Account any Target Balance Surplus from any Sweep Target Account (for this purpose, referred to as a "Zero Balance Account") designated by Customer, and to transfer, on each Business Day, from the Destination Account to the Zero Balance Account amounts necessary to cover any Target Balance Shortfall in any Zero Balance Account so that at the beginning of each Business Day, each Zero Balance Account designated by Customer, will have an Available Funds balance of zero ("0").

a. Zero Balance and Destination Accounts. Customer shall make arrangements for there to be sufficient Available Funds in the Destination Account to cover all items drawn on the Zero Balance Account ("Items") presented for payment on the Business Day on which presentments are made. Items drawn on the Zero Balance Account shall conform to check specifications provided by Busey to Customer. Issuance of Items, which have not received Busey's prior approval as to compliance with Busey's check specifications, may result in charges for extra processing.

b. Transfers, Credits and Returns. Busey will automatically transfer funds from the Destination Account to the Zero Balance Account to cover Items that are presented for payment. To the extent that such Available Funds, in the Destination Account, are insufficient to cover such Items, Busey is authorized to transfer Available Funds by provisional credit to the Zero Balance Account in an amount equal to the total of all amounts payable on all Items, which are presented to Busey. If the Available Funds on deposit in the Destination Account are insufficient for such purpose, Busey may in its sole discretion revoke the provisional credit to the Zero Balance Account and return the Items which created such provisional credit unpaid, or Busey may in its sole discretion provisionally advance the necessary additional funds to Customer and transfer such provisional credit in the amount thereof to the Zero Balance Account (any such transfer or provisional credit shall remain revocable, at all times, by Busey in its sole discretion prior to midnight of the day following presentment of the items). If Busey should provisionally advance any funds to Customer, such action shall not establish a course of dealing between the parties that shall require Busey to provisionally advance any additional funds. If Customer fails to repay any such provisional advance on the Business Day on which Busey notifies Customer of such advance, Busey shall, without any requirement of prior notice to Customer, automatically reverse such provisional credit, initiate a debit in the amount of the original advance to the Zero Balance Account, and return any or all affected Items unpaid. Busey also may return any Items, which Busey determines, are not properly payable.

5. Commercial Loan Sweep.

For the purposes of this Sweep Service, the following terms have these meanings:

"Available Credit" means at any time the principal amount available to Customer under the terms of the Line of Credit, which will at no time exceed the stated principal amount of the Note, less the principal amount thereof then outstanding.

"Loan Documents" means the promissory note ("Note") and any business loan agreement, mortgage, commercial security agreement, or other document or instrument executed in connection with the note evidencing Customer's line of credit provided by Busey as designated on the Set-Up and Maintenance Form ("Line of Credit").

a. Loan Sweep. Busey will sweep funds out of the Sweep Target Account as described below in the increments provided on the Set-Up and Maintenance Form.

(i) If there is a Target Balance Excess at the end of a Business Day, Busey will (A) debit the Sweep Target Account for the amount of any unpaid principal balance under the Note, up to the amount of the Target Balance Excess, and (B) apply the amount of the debit to the unpaid principal balance of the Note.

(ii) In no event will Busey debit the Account pursuant to this Product Addendum to pay any interest that shall accrue under the Note, but this shall not affect Busey's right to set-off against the Account any monies due Busey under the Note, including, but not limited to, principal and interest, and Busey hereby expressly reserves such right of set-off and any other rights under the Loan Documents.

b. Extension of Credit under Note. Busey will sweep funds back into the Sweep Target Account in increments as provided on the Set-Up and Maintenance Form according to the following terms and in the following order:

(i) If there is a Target Balance Shortfall, Busey will extend credit to Customer to the extent provided in subparagraphs (ii) and (iii) below.

(ii) If the Available Credit at such time equals or exceeds the Target Balance Shortfall, Busey will (A) extend credit to Customer by making an advance under the Note in the amount of the Target Balance Shortfall and (B) credit the amount of the advance to the Sweep Target Account to eliminate the Target Balance Shortfall, as applicable.

(iii) If the Available Credit at such time is less than the Target Balance Shortfall, Busey will (A) extend credit to Customer by making an advance under the Note in the amount of the Available Credit and (B) credit the amount of the advance to the Sweep Target Account to reduce the Target Balance Shortfall.

c. Advances. All advances under the Note made pursuant to this Product Addendum shall be evidenced by, bear interest at the rate provided in and be repaid in accordance with the terms of the Note and shall be secured by any and all collateral securing the Note. In no event shall Busey have any obligation to make advances under the Note in excess of the Available Credit.

d. Authorizations. Customer authorizes Busey to charge and credit the Account, make advances and payments on behalf of Customer under the Note in accordance with the terms of this Product Addendum, all without further notice to or authorization by Customer or any authorized person, if any, identified in the Note.

e. Effect on Loan Documents and Other Agreements. The terms of the Loan Documents are hereby modified to include the terms and provisions of this Product Addendum, including, without limitation, Section 5(a) and (b) hereof. However, this Product Addendum is not intended to and shall not be construed to modify or supersede the Loan Documents or the respective rights and obligations of Customer and Busey as therein provided or any other agreements, terms, conditions, rules or regulations of Busey as may be applicable to the Line of Credit or the Sweep Target Account, including, without limitation, any requirements relating to minimum balances and service or other charges. In the event of any conflict between this Product Addendum and the Loan Documents, the Loan Documents will prevail with respect to the Line of Credit.

6. MMDA Sweep.

Under this Sweep Service, Busey will sweep any Target Balance Excess in the Sweep Target Account on any Business Day in increments selected on the Set-Up and Maintenance Form to a Destination Account that is a Money Market Deposit Account. Funds will automatically sweep back to the Sweep Target Account, subject to maximum limitations established by law.

7. Termination.

Busey's rights to cancel the Sweep Service and terminate this Product Addendum are set forth in the Master Agreement. Customer may terminate the use of the Sweep Service by contacting Busey in writing by mail or personal delivery to Busey Bank at the address in Section 7 of the Master Agreement or by e-mail to businessaccess@busey.com. Customer will remain responsible for all transactions approved by the system prior to the cancellation, and for any other fees associated with the Sweep Service prior to termination.

MEMORANDUM

DATE: July 3, 2017

TO: Mark Perkins, City Administrator

FROM: Lori Obermoeller, Director of Finance

SUBJECT: Designation of Busey Bank as the City's Depository

In March 2015 the City solicited and received bids for banking services and designated Pulaski Bank as the City's depository. However, on November 4, 2016, Busey Bank acquired Pulaski Bank. While things have remained the same with Busey Bank, there was never a new depository agreement signed with the new bank. Since the City hired a new Director of Finance on June 19, 2017, the City must sign new authorized user agreements, and because the City has never signed an agreement with Busey bank, the bank is now requiring the City to sign an agreement to have on record.

Therefore, staff recommends designating Busey Bank as the city depository until April 30, 2018 and to add Director of Finance as an authorized user and administrator of the accounts. I would be pleased to respond to any questions.

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

SCHEDULED

Meeting: 07/10/17 07:00 PM
Department: City Council
Category: Report
Prepared By: Lori Obermoeller
Department Head: Lori Obermoeller

STAFF REPORT

Accounts Payable Process

Staff is recommending would like to discuss Accounts Payable Process

MEMORANDUM

DATE: July 3, 2017

TO: Mark Perkins, City Administrator

FROM: Lori Obermoeller, Director of Finance

SUBJECT: Accounts Payable

Currently, a Bills Payable report is submitted to the City Council at every Council meeting to review (not to approve). After the list has been reviewed by the City Council, then the Finance staff will cut a check for the invoices from that list. However, because the list is only presented to the City Council twice a month, there are approximately 700 manual checks per year that are paid in between City Council meetings to avoid late fees (specifically utility bills, insurance or any invoices that come up and can't wait 2 weeks). These manual checks are not presented to the City Council for their review.

Since these manual checks can occur at any time, it means staff is interrupted throughout the week to stop and prepare for the manual check. Preparing for a manual check means typing up a one-page report with details of why we are needing a manual check, what account number to use, the amount, etc. and then getting it signed by the Department Director and the Director of Finance Director before entering it into the financial system.

Because the Bills Payable report is only designed to be a review by the City Council (as opposed to approval), and because that report is not an accurate reflection of all invoices paid, I would recommend that we start paying invoices weekly and present a list to the City Council of bills paid at each Council meeting.

By paying invoices every week the following will occur:

- Invoices will be paid timely and without any risk of getting paid late
- Manual checks will go away (unless there truly is an emergency need), which will be less disruptive for all departments
- Council will have a report that accurately reflects ALL invoices paid
- Staff will be able to get a more accurate reading of their accounts balances because invoices will be posted in a more timely manner to the general ledger

There are no negative consequences to paying invoices weekly and only positive results. Therefore, I recommend City Council authorize staff to pay invoices on a weekly basis instead of twice a month in order to make things more efficient and general ledger account details more accurate.

I would be pleased to respond to any questions.

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

SCHEDULED

Meeting: 07/10/17 07:00 PM
Department: City Administrator
Category: Report
Prepared By: Mark Perkins
Department Head: Carl Lumley

STAFF REPORT

Counter Terrorism Presentation

Chief Eidman was part of a regional law enforcement delegation to Israel recently, he will review his experience and lessons learned.